



**FOREST LAKE AREA SCHOOLS  
FOREST LAKE, MN 55025**

**April 4, 2013**

**AGENDA ITEM: 9.2**

**TOPIC: RECOMMENDATION FOR THE SALE OF THE CONSTRUCTION  
TRADES HOUSE**

**BACKGROUND:** To comply with the laws of the State of Minnesota and to obtain the best possible pricing, the District solicited bids for the sale of the Senior High Construction Trades Program House.

**PROCESS:** A bid announcement was published in consecutive issues of the Forest Lake Times. The district received some responses to the advertisements. The district advertised for bidders via the internet as well. The bid opening was held on March 25, 2013. Two bidders were present and two bids were received.

At 5:45 p.m. on Thursday, March 25, 2013, Daniel J. Boyer submitted the high bid along with \$1,000 earnest money for the purchase of the Construction Trades House. The lower bid received by the School District was for \$65,310. A purchase agreement for the sale of the house is attached.

**RECOMMENDATION:** Administration recommends that the School Board award the Senior High Construction Trades Home to Daniel J. Boyer for \$67,000 plus 7.125% sales tax (\$4,773.75) for a total of \$71,773.75.

# Forest Lake Area Schools

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Forest Lake, MN 55025  
(651) 982-8100, FAX (651) 982-8135  
Dr. Linda Madsen, Superintendent

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## Purchase Agreement

Dated:    March 21   , 2013

Received of Daniel J. Boyer, herein after referred to as the Buyer, the sum of One Thousand and no/100 Dollars (\$1,000.00), as earnest money and in part payment for the purchase of the 26' x 52' (1352 square feet) house constructed by the Forest Lake Senior High School Construction Trades Class, which Independent School District No. 831 has this day sold and agreed to convey to said Buyer for the total purchase price in the sum of Seventy One Thousand Seven Hundred Seventy Three Dollars and 75 Cents (\$71,773.75) including 7.125% sales tax upon terms as follows:

One Thousand and no/100 Dollars (\$1,000.00), in hand paid as above, and the balance of Seventy Thousand Seven Hundred Seventy Three Dollars and 75 Cents (\$70,773.75) which includes the Minnesota State Sales Tax payable on or before the date that the house is moved from the School District property, and in any event, no later than May 31, 2013.

Independent School District No. 831, herein after referred to as the Seller, makes no warranties as to the above described house, other than those provided by Minnesota State law. BUYER HEREBY AGREES THAT HE/SHE IS PURCHASING SAID HOUSE "AS IS" AND SHALL SATISFY HIMSELF/HERSELF AT HIS/HER EXPENSE THAT THE HOUSE IS ACCEPTABLE PRIOR TO CLOSING. IF THE PREMISES ARE DESTROYED OR SUBSTANTIALLY DAMAGED BY FIRE OR ANY OTHER CAUSE BEFORE THE CLOSING DATE, THIS AGREEMENT SHALL BECOME NULL AND VOID, AND THE EARNEST MONEY SHALL BE REFUNDED TO THE BUYER.

At the time of closing herein, and upon payment in full by the Buyer of the above stated purchase price, Seller agrees to provide a Warranty Bill of Sale to the house herein described.

In the event that Buyer defaults in any of the agreement herein, Seller may terminate this Agreement, and on such termination all payments made hereunder shall be retained by Seller as liquidated damages, time being of the essence hereof. This provision shall not deprive either party of the right of enforcing the specific performance of this Agreement, provided this Agreement is not terminated and action to enforce specific performance is commenced within six (6) months after such right of action arises.

