

# MARSHALL PUBLIC SCHOOLS

## REQUEST FOR PROPOSALS

### FOR ACQUISITION OF:

Existing West Side Elementary School Facility

500 South 4<sup>th</sup> Street Marshall, MN 56258



PROPOSAL SUBMISSION DEADLINE: 2:00 PM, CDT, February 24, 2020

## **Table of Contents**

<b>Overview</b> .....	3
Background	
Objective	
RFP Details	
<b>Terms and Conditions</b> .....	4
<b>Property Description</b> .....	5-10
Property Location, Legal Description and Zoning	
Building Information	
Site Information	
<b>Technical &amp; Environmental Conditions</b> .....	10
Hazardous Materials	
<b>Requirements of Proposal</b> .....	11
Description of Proposed Use	
Financial Compensation	
Timeline	
Purchase Agreement	
Hazardous Material Acknowledgement	
<b>Selection Process</b> .....	12
Evaluation Committee	
Timeline	
<b>Attachment Offer to Purchase</b> .....	13-14
Describe in detail the intended use	
List Exceptions and Contingencies	

## Overview

### Background:

In May of 2019 the tax payers of ISD 413 voted to approve the construction of a new 2-4 Elementary School on property owned by the District next to the current Middle School. The design of the new facility is near completion, and the bidding process will soon be underway. Construction will be complete, and District will occupy the new facility in August of 2021. Upon completion of the 2021/22 school year the existing West Side Facility will become available for a potential new owner.

### Objective:

ISD 413 Marshall Public School District is seeking proposals from interested parties for the purchase/acquisition of the building and land at 500 South 4<sup>th</sup> Street, Marshall MN 56258, West Side Elementary School. The District will evaluate and select the proposal that best meets the needs of ISD 413, City of Marshall and the neighbors of the property. A strong proposal will include:

- Description of economic stimulus potential for the taxpayers of Marshall as a result of the proposed new use
- Description of planned physical improvements to the building and land
- Description of how the proposed use will seamlessly integrate with the land use around the property
- Other pertinent information that makes the proposed use an asset to the community

### RFP Details:

All Responses are due to ISD 413, Marshall Public Schools, on Monday February 24<sup>th</sup>, 2020 at 2 PM. Proposals must be in a sealed envelope and date/time stamped by a District representative prior to 2 PM. The outside of the envelope should be marked "SALE OF REAL PROPERTY 500 South 4<sup>th</sup> Street Marshall, MN 56258". Hand delivered should be directed to the District Office where they will be date stamped and held until bid opening. Late submittals will not be considered.

All proposals shall be addressed to:

Marshall Public Schools  
Attn: Dion Caron  
Director of Business Services, ISD 4413  
401 S. Saratoga St.  
Marshall, MN 56258

The building will be open for tours, non-invasive investigation and condition assessment tours on Wednesday January 23<sup>rd</sup>, 2020 at 3:30 pm. Any other or additional time needed to review the property can be arranged by calling Dion Caron at 507-929-2603.

Those interested in submitting a proposal are encouraged to provide contact information to Dion Caron, Director of Business Services at [dion.caron@marshall.k12.mn.us](mailto:dion.caron@marshall.k12.mn.us). Providing contact information will allow the School District to provide notification if an addendum to the RFP is issued or the RFP is cancelled. Those who choose not to provide contact information are solely responsible for checking the School District website for any issued addenda or a notice of cancellation.

**Terms and Conditions:**

1. All proposals must include a certified or cashier's check in the amount of 10% of the proposal.
2. The District shall have a period of 60 days to following the opening of the proposals to review, accept, reject or enter into negotiations with those whom submitted a proposal.
3. The District reserves the right to reject, refuse or negotiate any or all proposals.
4. Proposals may not be withdrawn for a period of 60 day from opening.
5. The District will return any earnest money of rejected proposals within 60 days of opening.
6. Any testing, inspection or investigation required for a purchaser to provide a proposal is the responsibility of the purchaser.
7. Any and all expenses including title insurance, mortgage points, mortgage registration tax, financing or other purchase required items is the responsibility of the purchaser.
8. If it is necessary to terminate any purchase agreement for any reason, the District will retain the earnest money.
9. Upon selecting a purchaser, the District will allow a period of 60 days to negotiate, finalize and sign a purchase agreement.
10. A closing date shall be set within 30 days of signed purchase agreement. The balance of all funds will be paid in cash (certified or cashier's check, wire transfer) to the District at closing.
11. Property is sold "As-Is" with no explicit, implied or conditional warranties of building components or systems.
12. The District will not be responsible for the division of land, zoning variances or modifications to title. All expenses to complete the required legal documentation is the responsibility of the purchaser.
13. The District will not pay closing costs, real-estate fees, appraisal fees or any other fee associated with the purchase of the property.
14. The purchaser is responsible to verify with the City of Marshall that the proposed use would be acceptable and integrate with the City's zoning, occupancy or use.

## Property Description

Address: West Side Elementary School      Year Built: 1955, Addition 1960  
 500 South 4<sup>th</sup> Street      Square Feet: 50,013 – 2 story  
 Marshall, MN 56258      Zoning: R1  
 Acres: 10.1

**WARRANTY DEED**      Form No. 1      MINNESOTA DEEDS RECORDS, NEW ULM, MINN.

Individual to Corporation.      Minnesota Uniform Conveyancing Blanks (1929).

**This Indenture**, Made this 9th day of May, 1969,  
 between D. C. McFarland, Jr. and Dorothy McFarland, husband and wife  
 of the County of Lyon and State of Minnesota  
 part ies of the first part, and Independent School District No. 413  
 a corporation under the laws of the State of Minnesota, party of the second part,

Witnesseth, That the said part ies of the first part, in consideration of the sum of One and NO/100 ----- DOLLARS, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey unto the said party of the second part, its successors and assigns, Forever, all the tract, or parcel, of land lying and being in the County of Lyon and State of Minnesota, described as follows, to-wit:

All that part of Outlot Four (4) of the Subdivision of Outlots Four (4) and Five (5) of Country Club Addition lying East of the center of the channel of the Redwood River, EXCEPTING THEREFROM the northerly 150 feet thereof, according to the recorded plat thereof on file and of record in the Office of the Register of Deeds, Lyon County, Minnesota

Exempt from state deed tax

To Have and to Hold the Same, Together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining, to the said party of the second part, its successors and assigns, Forever. And the said D. C. McFarland, Jr. and Dorothy McFarland, Husband and Wife part ies of the first part, for themselves, their heirs, executors and administrators, do covenant with the said party of the second part, its successors and assigns, that they are well seized in fee of the lands and premises aforesaid, and have good right to sell and convey the same in manner and form aforesaid, and that the same are free from all incumbrances, with no exceptions.

And the above bargained and granted lands and premises, in the quiet and peaceable possession of the said party of the second part, its successors and assigns, against all persons lawfully claiming or to claim the whole or any part thereof, subject to incumbrances, if any, hereinbefore mentioned, the said part ies of the first part will Warrant and Defend.

In Testimony Whereof, The said part ies of the first part have hereunto set their hands the day and year first above written.

In Presence of

Patty DeWaal  
Patricia DeWaal

D. C. McFarland, Jr.  
Dorothy McFarland  
 Dorothy McFarland

1401154

## WARRANTY DEED.

Filed for record on the 10th. day of August, 1950, at 10:00 o'clock A. M. Ferd. Cosguy, Register of Deeds.  
Taxes for the year 1949 on the lands described within, not assessed, this 10 day of August, 1950.  
Chas. G. Chapman County Treasurer  
By B. M. N. Deputy.  
Taxes, not assessed and Transfer entered this 10th day of August, 1950. G. Oscar Carlson County Auditor.

This Indenture, Made this 17th day of July, 1950 between The County of Lyon a corporation under the laws of the State of Minnesota, party of the first part, and Independent School District No. 8 a corporation under the laws of the State of LYON, party of the second part,

Witnesseth, That the said party of the first part, in consideration of the sum of Twelve Thousand - - - (\$12,000.00) - - - - - DOLLARS, to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does hereby Grant, Bargain, Sell, and Convey unto the said party of the second part, its successors and assigns, Forever, all the tract or parcel of land lying and being in the County of Lyon and State of Minnesota, described as follows, to-wit:

All that part of the Northeast Quarter of the Northeast quarter (NE $\frac{1}{4}$ ) of Section eight (8), in Township One Hundred Eleven (111), Range 41 West, described as follows, to-wit:

Beginning at the Northeast corner of the NE $\frac{1}{4}$  of said Section 8, township 111, range 41, West, said County and State; running thence West, a distance of 18 rods; running thence South a distance of 28  $\frac{8}{9}$  rods; running thence east a distance of 18 rods; and running thence north a distance of 28  $\frac{8}{9}$  rods to the place of beginning except highways, if any.

(\$13.20 revenue stamps affixed & cancelled)

## Deed Record No. 117—Lyon County, Minn.

455

Instrument No. 160975

Form No. 1-M

Filed for record this 6th day of April, 1951, at 10:00 o'clock P. M.  
Ferd. Cosguy, Register of Deeds  
By \_\_\_\_\_ Deputy

This Indenture, Made this 6th day of April, 1951, 1951,  
between Otis M. Greeley and Martha Greeley, his wife.

of the County of Lyon and State of Minnesota  
part 1st of the first part, and Independent School District No. 111, a Municipal Corporation

of the County of Lyon and State of Minnesota  
part 2nd of the second part.

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Five Thousand and no/100 - - - - - DOLLARS, to it in hand paid by the said part 2nd of the second part, the receipt whereof is hereby acknowledged, does hereby Grant, Bargain, Sell, and Convey unto the said part 2nd of the second part, its successors heirs and assigns, Forever, all the tract or parcel of land lying and being in the County of LYON and State of Minnesota, described as follows:

That part of the Northeast Quarter of the Northeast Quarter of Section 8, Township 111 North of Range 41 West of the Fifth Principal Meridian, described as follows:  
Beginning at a point 152 feet West and 183 feet South of the Northeast corner of Section 8, and running thence South and at right angles to the North line of said section a distance of 477 feet; thence West and at right angles a distance of 132 feet; thence North and at right angles a distance of 477 feet; thence East 132 feet to the place of beginning, containing 1.9 acres.  
ALSO - Beginning at a point 594 feet West and 183 feet South of the Northeast corner of Section 8 and running thence South and at right angles to North line of said Section a distance of 477 feet; thence West and at right angles a distance of 233 feet; thence North and at right angles a distance of 477 feet; thence East and at right angles a distance of 833 feet to the place of beginning.  
ALSO - Beginning at the Southwest corner of the above described tract and running thence South to the center of the channel of the Redwood River; thence down said river to a point where it crosses the South line of the above described tract; thence West on the South line of the above tract to the place of beginning.

Minnesota Deed Transfer Tax of \$5.50 due hereon.  
(\$5.50 Revenue Stamps Affixed and Cancelled)

He Wife and in full the sum, together with all the hereditaments and appurtenances thereto belonging or in anywise appertaining, to the said part 2nd of the second part, its successors heirs and assigns, Forever, and the said  
Otis M. Greeley and Martha Greeley, his wife.  
part 1st of the first part, for themselves and their heirs, executors and administrators, do covenant with the said part 2nd of the second part, its successors heirs and assigns, that they are well seized in fee of the lands and premises aforesaid, and have good right to sell and convey the same in manner and form aforesaid, and that the same are free from all incumbrances, whatsoever.

And the above bargained and granted lands and premises, in the quiet and peaceable possession of the said part 2nd of the second part, its successors heirs and assigns, against all persons lawfully claiming or to claim the whole or any part thereof, subject to incumbrances, if any, heretofore mentioned, the said part 1st of the first part will Warrant and Defend.

In Testimony Whereof, The said part 1st of the first part has hereunto set their hand 2 the day and year first above written.

In Presence of

Don S. Maltzer

Ruth Jordan

Otis M. Greeley

Martha Greeley

State of Minnesota,

County of LYON

On this 6th

day of

April

19 51 before me,

a Notary Public

within and for said County, personally appeared

Otis M. Greeley and Martha Greeley, his wife,

to me known to be the persons described in, and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

NOTARIAL SEAL (Affixed)

Don S. Maltzer DOB: N. H. K. 1918

Notary Public, LYON County, Minn.

My commission expires Sept. 14, 19 56

Taxes for the year 19 50 on the land described within, paid this 5 day of April, 1951.

Chas. G. Chapman County Treasurer By J. S. F. Deputy

Taxes paid and Transfer entered this 5 day of April, 1951.

G. Oscar Carlson County Auditor By Deputy

Instrument No. 142815

Form No. 324

10
----

Filed for Record this 26th day of December  
A. D. 1951 at 10 o'clock A. M.  
Thos. Connerth Register of Deeds  
By Deputy

This Indenture, Made this 26th day of December, 1951  
between Leon Versaveal and Eugenia Versaveal, husband and wife

of the County of Lyon and State of Minnesota, part less  
of the first part, and Independent School District No. 8, Lyon County

PURSUANT to the laws of the State of Minnesota, party of the second part,  
Witnesseth, That the said party less of the first part, in consideration of the sum of  
Three Thousand Two Hundred Fifty and no/100 (\$3,250.00) DOLLARS,

to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do hereby  
Grant, Bargain, Sell, and Convey unto the said party of the second part, its successors and assigns, Forever, all the tract or parcel  
of land lying and being in the County of Lyon and State of Minnesota, described as follows, to-wit:

All of Out Lot Two (2), Country Club Addition to the City of Marshall, Minnesota, bounded and described as  
follows:  
Commencing at the Northeast corner of Out Lot Two (2), proceeding thence west 33 feet on the north line of  
said Out Lot; thence from last point south and at right angle to last line a distance of 118 feet; thence  
west at right angles to last line a distance of 132 feet to the west line of said Out Lot 2; thence south  
and at right angles to last line a distance of 178 feet to the south line of said Out Lot 2; thence east  
and at right angles along the south line of said Out Lot 2 to the east line of Out Lot 2; thence north and  
at right angles to last line along the east line of said Out Lot 2 a distance of 627 feet to the point of  
beginning.

(\$3.85 Revenue Stamps Affixed & Cancelled)

We Make and to Hold the Same, Together with all the hereditaments and appurtenances thereto belonging, or in any  
wise appertaining, to the said party of the second part, its successors and assigns, Forever. And the said  
Leon Versaveal and Eugenia Versaveal  
parties of the first part, for themselves and their heirs, successors and administrators, do covenant with the said party of  
the second part, its successors and assigns, that they are well seized in fee of the lands and premises aforesaid, and have  
good right to sell and convey the same in manner and form aforesaid, and that the same are free from all encumbrances.

And the above bargained and granted lands and premises, in the quiet and peaceable possession of the said party of the second part,  
its successors and assigns, against all persons lawfully claiming or to claim the whole or any part thereof, subject to encumbrances,  
if any, heretofore mentioned, the said parties of the first part will Warrant and Defend.

In Testimony Whereof, The said parties of the first part have hereunto set their hands the day and year  
first above written.

In Presence of  
J. E. Forbes  
Muriel Bot  
Leon Versaveal  
Eugenia Versaveal

State of Minnesota,

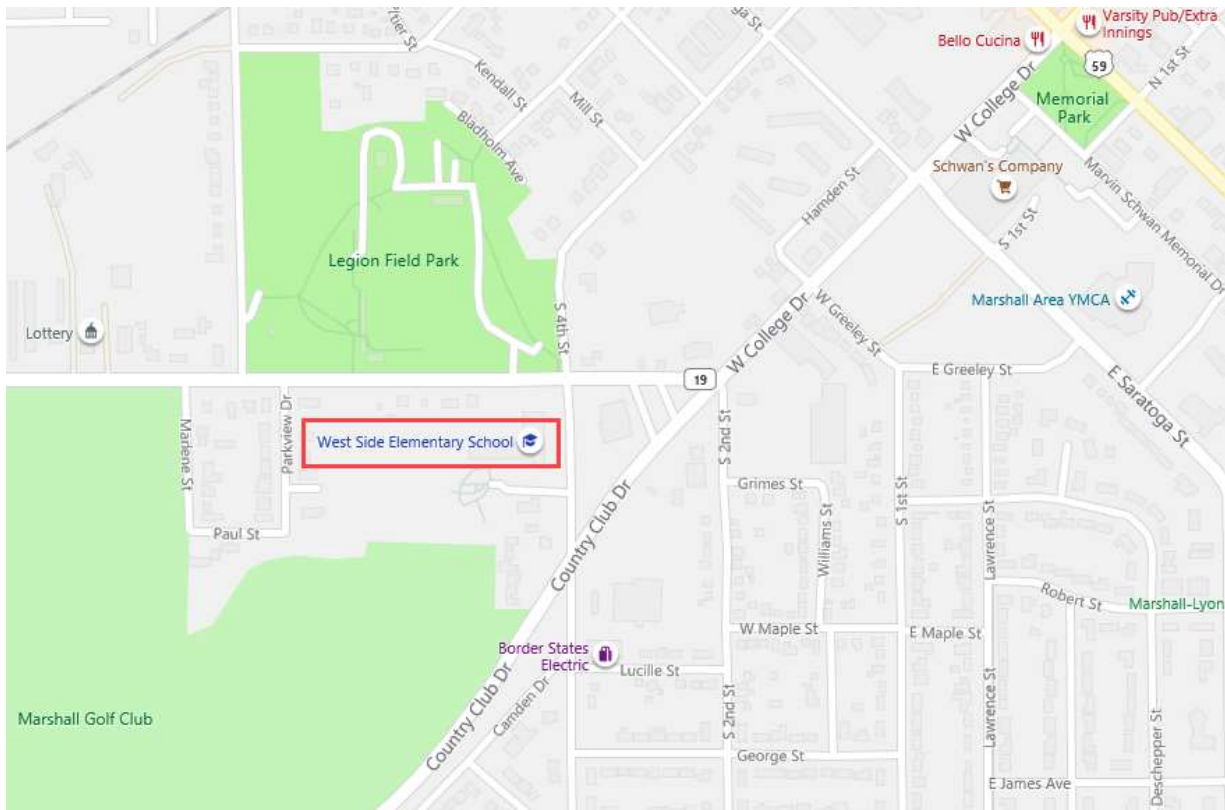
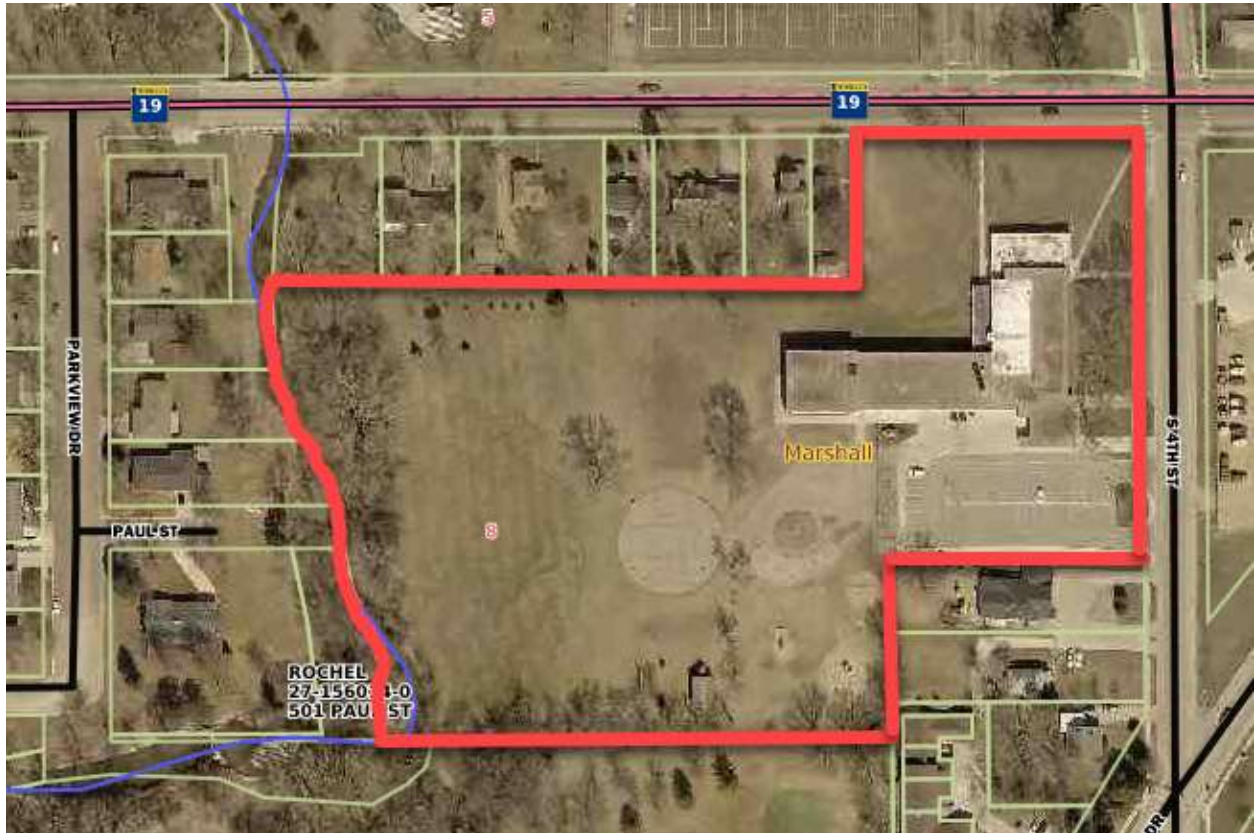
County of Lyon }  
On this 26th day of December, 1951, before me, a  
notary public within and for said County, personally appeared

Leon Versaveal and Eugenia Versaveal, husband and wife,  
to me known to be the persons described in, and who executed the foregoing instrument,  
and acknowledged that it is their act and deed.

J. E. Forbes J. E. FORBES  
Notary Public, Lyon County, Minn.  
My commission expires June 11, 1952

Know for the year 1951 on the land described within, paid this 29 day of Dec, 1951  
Chas. O. Chapman County Treasurer By Deputy  
Taxes paid and Transfer entered this 29th day of December, 1951  
O. Oscar Carlson County Auditor By Deputy











### **Technical and Environmental Information**

#### **Hazardous Materials:**

There are various types of hazardous materials within the facility that will be the responsibility of the purchaser to mitigate. There is asbestos floor tile (mastic), piping insulation and ceiling systems (glue). Additional hazardous materials may exist, and it is the responsibility of the purchaser to dispose of any substance in accordance to local, state and federal regulations.

Any party responding to this request must do their own investigation and estimation of abatement costs. The District will not perform, nor be responsible for any hazardous material abatement.



## **Requirements of the Proposal**

### **Description of proposed use:**

Describe in detail the intended use of the facility and/or land, the staff and/or occupant loads and the impact on the neighborhood and general public. Include any and all information on how the building will be renovated, demolished, repurposed or added to. Include an architectural description and size if feasible. Explain how all city requirements will be met with the proposed use.

### **Financial Compensation:**

Provide a purchase amount which will be offered to the District for the ownership of the facility and property. Include any terms, conditions or exclusions as needed. Include a 10% cashier's or certified check with the proposal.

### **Timeline:**

Provide a detailed timeline of the following:

- Proposed purchase agreement completion
- Property division action
- Payment(s)
- Building and/or land modifications
- Occupancy

### **Purchase Agreement:**

Provide, subject to negotiation, a purchase agreement, in addition to Attachment A, the District may review as part of the evaluation process.

### **Hazardous Material Acknowledgement:**

All responses must include the acknowledgement of known hazardous materials. A hold harmless agreement for the Marshall Public School District will be required for any successful purchaser and must be included in their response.

### **Selection Process**

#### **Evaluation Committee:**

The District has Facility Committee to provide oversight to the referendum project process. This committee is comprised of School Administration, School Board members and Professional Consultants in the design, development and construction industries. This committee will evaluate each proposal received and how each best fits the criteria provided in this RFP. Based on that evaluation the Committee will provide a recommendation that best suits the future of The School District, City of Marshall and neighbors of the property.

The District reserves the right to accept, reject, negotiate or refuse any response. The district waives all liability to costs incurred in the development of a response to this proposal.

#### **Timeframe:**

Based on the review, a recommendation will be provided to the School Board on March 2<sup>nd</sup>, 2020. The School Board will hear the recommendation and provide final direction to the administration.

**End of Request for Proposal**

**Attachment A OFFER TO PURCHASE REAL PROPERTY 500 South 4<sup>th</sup> Street Marshall, MN 56258**

TO: Director of Business Services of Marshall Public Schools 401 S. Saratoga Street Marshall, MN 56258

\_\_\_\_\_, herein called the "Bidder," hereby offers and agrees to purchase from the Marshall Public School District at the price and subject to the terms and conditions contained in this Offer, the following described property commonly known as 500 South 4<sup>th</sup> Street Marshall, MN 56258, real property ("Property"):

Refer to the Deeds attached to the Request for Proposal, records of Lyon County, Minnesota.

The entire parcel described above contains 10.1 acres and the building on the Property is two story and consists of approximately 50,013 square feet. Possession shall be granted upon closing.

Closing shall be within sixty (60) days of acceptance of this Offer, unless otherwise agreed to by the parties. This sale is subject to approval by the School Board, and the School District reserves the right to reject all offers.

SUBMITTAL: To ensure proper identification and handling, submit your Offer in a sealed envelope. This Offer may be hand delivered or mailed, and must be delivered by the date and time due to:

Director of Business Services – Marshall Public Schools 401 S. Saratoga Marshall, MN 56258

Hand delivered/couriered bids should be directed to the District Office – 401 S. Saratoga St Marshall, MN 56258 where they will be date stamped and held until bid opening.

Timely delivery of the Offer is the sole responsibility of the Bidder. Late offers, as determined by the School District time/date stamp, will not be accepted. All offers shall remain valid for a period of 60 days from the RFP opening date.

The successful Bidder will be determined by the Facility Committee based on criteria listed in the proposal. Bids must remain valid for 60 days from the bid opening date during which time the Seller may accept or reject any Offer.

**OFFER TO PURCHASE**

Total Purchase Price Offered: \$ \_\_\_\_\_

Earnest Money Deposit: \$ \_\_\_\_\_

Balance Due on Closing: \$ \_\_\_\_\_

Agent Commissions and other closing costs attributable to the awarded bidder are the responsibility of the awarded bidder and are not included in the purchase price.

**ATTACH CERTIFIED OR CASHIER'S CHECK AS EARNEST MONEY DEPOSIT (MINIMUM 10%)**

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone #: \_\_\_\_\_

Email Address: \_\_\_\_\_

Date: \_\_\_\_\_

Please describe in detail the intended use of the facility and/or land, the staff and/or occupant loads and the impact on the neighborhood and general public. Include any and all information on how the building will be renovated, demolished, repurposed or added to. Include an architectural description and size if feasible. Explain how all city requirements will be met with the proposed use.

Please List Exceptions and Contingencies to the RFP (use additional sheets if necessary):

Signature of Bidder: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature of Agent (if applicable) \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_