



City of Detroit Lakes

1025 ROOSEVELT AVE. DETROIT LAKES, MN 56501

1190 11th Ave. SE, Detroit Lakes, MN 56501

Tax Parcel Number 49-1485-010



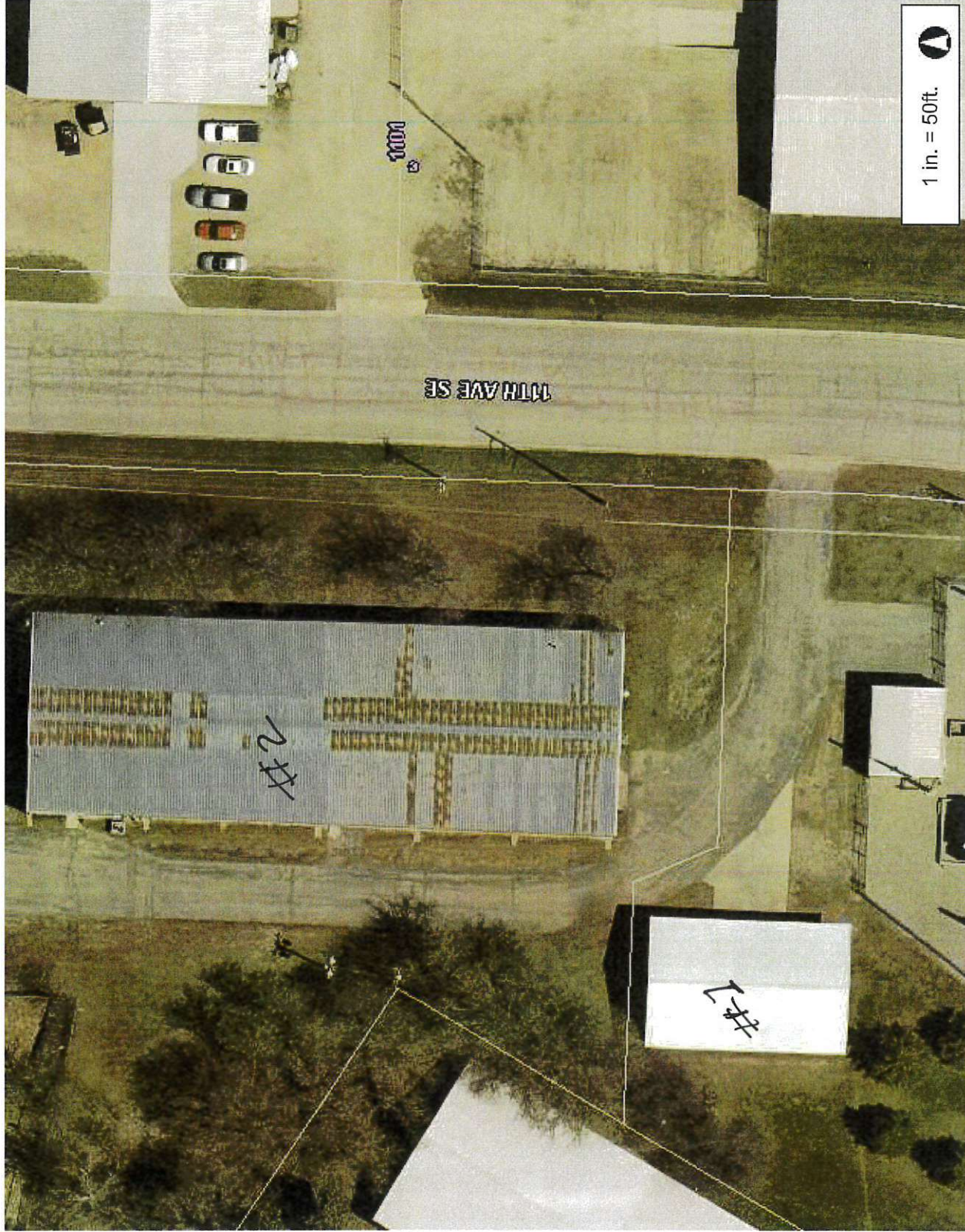
Building #1



Building #2



Detroit Lakes, MN



1 in. = 50 ft.



This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.
THIS MAP IS NOT TO BE USED FOR NAVIGATION



Legend

- Roads (City)
 - Highway ROW
 - Highway Centerline
 - Other Road ROW
- Drive Points
- Parcels
- Corporate Limit Line
- Electric Service Boundary

Notes

BID ANNOUNCEMENT
INVITATION TO BID

SEALED WRITTEN BIDS WILL BE RECEIVED FOR SALE OF PERSONAL PROPERTY
SEVERED BUILDINGS

OWNER/SELLER: CITY OF DETROIT LAKES, acting by and through its Public Utilities Commission.

PERSONAL PROPERTY FOR SALE:

Existing building identified a building number one (1) on the attached photograph, generally described as a wood frame, metal sided and roofed storage building with approximate outside dimensions of 70 feet by 40 feet with 16 foot sidewalls. Approximately 3000 square feet of interior space. Estimated year of construction is 1990. This building is currently located upon and to be severed and removed by Purchaser at Purchaser's expense from Seller's real property located at and identified as Becker County Tax Parcel Number Parcel Number: 49-1485-010, also known by the common street address of: 1190 11th Ave. SE, Detroit Lakes, MN 56501.

AND

Existing building identified a building number two (2) on the attached photograph, generally described as a steel framed open span structure with steel siding and steel roof. Approximate outside dimensions of 70 feet by 200 feet with clear span interior height of 19 feet. Approximately 13000 square feet of interior space. Estimated year of construction is 1960. This building is currently located upon and to be severed and removed by Purchaser at Purchaser's expense from Seller's real property located at and identified as Becker County Tax Parcel Number Parcel Number: 49-1485-010, also known by the common street address of: 1190 11th Ave. SE, Detroit Lakes, MN 56501.

TERMS: Bidder may bid on one or both of the existing buildings for sale. Terms of the sale will be as described herein and on the attached Sale Contract, incorporated into this Bid Announcement by this reference. Prior to acceptance of any bid the apparent successful bidder may be required to furnish Seller with current information and data regarding the bidder's resources and a commitment for financing adequate to support the bid and establish the qualifications of the bidder to purchase the property. Seller shall have up to thirty (30) days after the opening of the bids on March 4, 2025 to issue a notice of bid acceptance or notice of rejection of all bids. Closing of accepted bids shall occur on or before April 4, 2025. Sealed bids must be accompanied by the completed bid form signed by the bidder, the completed Sale Contract signed by the bidder, and the bid deposit of fifty percent (50%) of the purchase price offered by the bidder. Upon acceptance of the bid Seller will issue a notice of bid acceptance, sign the Sale Contract, mail copies of both to the successful bidder by first class mail and deposit the bid deposit into Seller's account, to be the earnest money under the Sale Contract. Any successful bidders failing to complete the closing on or before April 4, 2025 will forfeit the bid deposit earnest money as liquidated damages. Bid deposits from unsuccessful bidders will be returned only after issuance of a notice of bid acceptance to the successful bidder, or notice of rejection of all bids.

BID PROCESS: Bids should be for the total dollar amount for the Property selected for purchase. Bids must be guaranteed for up to thirty (30) days following opening of the bids. Other than to complete the blanks, no other changes to the Sale Contract will be allowed. Once submitted, a bid may not be withdrawn. Seller reserves the right to reject all bids. Seller reserves the right to award the bid in its discretion and is not required to award the bid to the highest bidder. Seller reserves the right to incorporate by reference the bid documents into the Sale Contract. Seller reserves the right to waive any defect in the bid documents and to disqualify or reject any or all bids, before or after opening.

Sealed bids should be in writing on the attached bid form and on the attached Sale Contract, including the full name, address, telephone number and tax identification number or social security number of the bidder, accompanied by a bank cashiers check for bid deposit (no personal or business checks) payable to Seller **IN THE AMOUNT OF FIFTY PERCENT (50%) OF THE OFFERED PURCHASE PRICE**. Bids should be sealed in an envelope. All written sealed bids must be received by the undersigned **NO LATER THAN 12:00 p.m. on MARCH 4, 2025** at the following address:

Charles J. Ramstad
City Attorney
114 Holmes Street West
Detroit Lakes, MN 56501

All blank spaces on the bid form and Sale Contract must be completed in ink or typewritten, illegible bids will be rejected. Alterations or erasures must be crossed out and correction must be printed in ink or typewritten and initialed by each person signing the bid. All sealed bids must be submitted by signed originals, copies will be rejected. Bids made in pencil will be rejected. The envelope containing the bid form, Sale Contract and bid deposit must have the following inscription typed or written on the outside of the envelope:

Sealed Bid for building(s) at 1190 11th Avenue, Detroit Lakes, Minnesota
Due March 4, 2025
(Name of bidder)
(Address of bidder)
(Phone number of bidder)
(Broker for bidder, if applicable)
(Phone number of Broker, if applicable)

Seller shall not be liable for premature opening of a bid not properly addressed or identified. Seller shall not be liable for the costs of bid preparation. Questions regarding the bid process may be directed to Charles J. Ramstad at (218) 847-5653.

BID OPENING: Buyers may, but need not be present at bid opening. All bids will be opened on **March 4, 2025 AT 2:00 P.M. AT:**

114 West Holmes Street
Detroit Lakes, MN 56502

Bidding will cease at **12:00 p.m. on MARCH 4, 2025.**

PRE BID INSPECTION:

Prospective Bidders and/or their representatives may arrange for an inspection of the Property prior to submitting a bid by contacting Seller's Electric Distribution Supervisor Andy DeBlieck at (218) 846-7184.

All information presented here is believed to be correct but is not guaranteed. All announcements made the day of bids are opened shall take precedence over any printed materials. All measurements and other figures are approximate. Drawings, maps and diagrams are not necessarily to scale.

BID FORM

FOR SALE OF PERSONAL PROPERTY LOCATED IN DETROIT LAKES, MINNESOTA.

OWNER/SELLER: CITY OF DETROIT LAKES, MINNESOTA.

OFFER: (initial one or both for building selection)

_____ Existing building identified a building number one (1) on the attached photograph, generally described as a wood frame, metal sided and roofed storage building with approximate outside dimensions of 70 feet by 40 feet with 16 foot sidewalls. Approximately 3000 square feet of interior space. Estimated year of construction is 1990. This building is currently located upon and to be severed and removed by Purchaser at Purchaser's expense from Seller's real property located at and identified as Becker County Tax Parcel Number Parcel Number: 49-1485-010, also known by the common street address of: 1190 11th Ave. SE, Detroit Lakes, MN 56501.

_____ Existing building identified a building number two (2) on the attached photograph, generally described as a steel framed open span structure with steel siding and steel roof. Approximate outside dimensions of 70 feet by 200 feet with clear span interior height of 19 feet. Approximately 13000 square feet of interior space. Estimated year of construction is 1960. This building is currently located upon and to be severed and removed by Purchaser at Purchaser's expense from Seller's real property located at and identified as Becker County Tax Parcel Number Parcel Number: 49-1485-010, also known by the common street address of: 1190 11th Ave. SE, Detroit Lakes, MN 56501.

TERMS/BID PROCESS:

Terms of the sale and the Bid Process will be as described Bid Announcement/Invitation to Bid and on the Sale Contract attached to and incorporated into the Bid Announcement/Invitation to Bid.

BIDDER/BUYER NAME: _____

ADDRESS: _____

SEALED BID: \$ _____ (Total Dollar amount).

In response to the terms specified in the attached Sale Contract and in the attached Bid Announcement/Invitation to Bid the undersigned, if award of bid is tendered, agrees to purchase the Property and pay the bid price specified herein according to the terms and conditions specified in the Bid Announcement/Invitation to Bid and the Sale Contract. I have read, fully understand and agree to the terms stated therein and acknowledge that by Signing this Bid Form and the Sale Contract I will be bound to fully perform according to those terms. A bank Cashiers Check for the required bid deposit of fifty percent (50%) of the offered purchase price is enclosed.

BIDDER/BUYER SIGNATURE: _____

DATE: _____, 2025.

TAX IDENTIFICATION NUMBER OF BIDDER: _____
TELEPHONE NUMBER: _____.
E-MAIL ADDRESS: _____.

SALE CONTRACT

SEVERED BUILDING

THIS SALE CONTRACT (the "Contract") is made on the day and date below last signed by the City of Detroit Lakes, a Minnesota municipal corporation and Home Rule Charter City, acting by and through its Public Utilities Commission, Seller, and _____, Purchaser (whether one or more).

Seller and Purchaser agree to the following terms:

1. **PROPERTY DESCRIPTION.** Seller hereby sells, and Purchaser hereby buys, personal property currently located in Becker County, Minnesota, described as follows:

(initial one or both for building selection)

_____ Existing building identified a building number one (1) on the attached photograph, generally described as a wood frame, metal sided and roofed storage building with approximate outside dimensions of 70 feet by 40 feet with 16 foot sidewalls. Approximately 3000 square feet of interior space. Estimated year of construction is 1990. This building is currently located upon and to be severed and removed by Purchaser at Purchaser's expense from Seller's real property located at and identified as Becker County Tax Parcel Number Parcel Number: 49-1485-010, also known by the common street address of: 1190 11th Ave. SE, Detroit Lakes, MN 56501, pursuant to the terms of this agreement.

_____ Existing building identified a building number two (2) on the attached photograph, generally described as a steel framed open span structure with steel siding and steel roof. Approximate outside dimensions of 70 feet by 200 feet with clear span interior height of 19 feet. Approximately 13000 square feet of interior space. Estimated year of construction is 1960. This building is currently located upon and to be severed and removed by Purchaser at Purchaser's expense from Seller's real property located at and identified as Becker County Tax Parcel Number Parcel Number: 49-1485-010, also known by the common street address of: 1190 11th Ave. SE, Detroit Lakes, MN 56501, pursuant to the terms of this agreement.

(collectively and individually the "Property"). The Property is NOT residential property. Unless otherwise specified, Purchaser shall take possession of the Property and restore the surface area of the real property as required herein on, or within twenty (20) days after, the date of closing of this sale. This sale includes NO real property, the land upon which the buildings are currently located is NOT for sale.

2. **CONDITION OF PROPERTY.** This sale is without recourse to Seller. Seller makes no warranty or representation as to the physical characteristics or quality of construction of the Property included in this agreement. Purchaser has the right to have inspections of the Property conducted prior to submitting an offer or bid, and prior to closing. Seller encourages all interested parties to view and inspect the Property. The Property is being sold "**AS IS**" with no express or implied representation or warranties by Seller as to physical condition, quality of construction, workmanship, or fitness for any particular purpose.

3. **TITLE.** Seller warrants that Seller has title to the Property on the date of this Contract.

4. **DELIVERY OF BILL OF SALE.** Upon Purchaser's prompt and full performance of this Contract, Seller shall as soon as reasonably possible execute, acknowledge and deliver to Purchaser a Warranty

Bill of Sale conveying title to the Property to Purchaser, subject to the following exceptions:

- (a) Those exceptions referred to in paragraph 2 of this Contract;
- (b) Liens, encumbrances, adverse claims or other matters which Purchaser has created, suffered or permitted to accrue on or after the date of closing.

5. PURCHASE PRICE. Purchaser shall pay to Seller the sum of _____ (\$_____) as and for the purchase price for the Property, which Purchaser shall pay as follows, earnest money of fifty percent (50%) of the purchase price, by bank Cashiers Check payable to the City of Detroit Lakes, receipt of which is hereby acknowledged by Seller, and the balance of the purchase price due and payable by wire transfer or cashier's check on the date of closing.

6. COMPLIANCE WITH LAWS. Purchaser shall comply or cause compliance with all laws and regulations of any governmental authority which affect the Property or the manner of removing the same from the real property owned by Seller.

7. REMOVAL FROM REAL PROPERTY AND REAL PROPERTY RESTORATION. Purchaser shall, at Purchaser's sole expense, sever and remove the Property from the real property owned by Seller identified above within twenty (20) days after closing of this sale, but in any case no later than May 2, 2025. Seller grants to Purchaser, its contractors, agents and servants, a limited right to enter upon Seller's above identified real property, upon proper advance written notice to Seller, for the purposes of severing and removing the Property and completing Purchaser's obligations under this agreement. Purchaser, as soon as reasonably possible after the date of this contract, shall at the sole expense of Purchaser sever and remove the Property from the real property owned by Seller, shall clear all building debris from the real property and sweep clean the concrete slabs from which the subject Property was removed.

Purchaser will not cause or permit any mechanics' liens to be recorded against the Seller's real property. Purchaser agrees to defend, indemnify, and hold Seller harmless from any loss, damage, or expense incurred by Seller with respect to any party asserting a mechanics' lien claim, it being understood and agreed that this undertaking shall survive the full performance of this contract and delivery of the bill of sale pursuant to the terms hereof.

Purchaser shall secure liability insurance for its obligations under this agreement, and casualty insurance upon the Property prior to removal from Seller's real property. Purchaser shall bear all risk of loss associated with the severance and removal of the Property, and shall defend and indemnify Seller from any loss or liability it may suffer thereon.

8. INSURANCE. Prior to starting severance or removal of the Property, Purchaser shall procure, maintain and pay for such insurance as will protect Seller against claims for bodily injury or death, or for damage to property, including loss of use, which may arise out of operations by Purchaser or by any subcontractor or by anyone employed by any of them or by anyone for whose acts any of them may be liable. Such insurance shall include, but not be limited to, minimum coverages and limits of liability specified below, or required by law. The policy(ies) shall insure Purchaser's indemnity obligations under this Agreement, shall name the Seller as an additional insured for the purposes contemplated by this Agreement and shall provide that the Purchaser's coverage shall be primary and noncontributory in the event of a loss. Purchaser and any contractor or subcontractor working for Purchaser shall procure and maintain the following minimum insurance coverages and limits of liability:

Worker's Compensation:

- Statutory Limits
- Comprehensive General Liability
 - \$2,000,000 property damage and bodily injury per occurrence
 - \$2,000,000 general aggregate
 - \$5,000 medical expense
- Comprehensive Automobile Liability
 - \$1,000,000 combined single limit each accident (shall include coverage for all owned, hired and non-owned vehicles.
- Umbrella or Excess Liability (in addition to general aggregate)
 - \$1,000,000

Purchaser shall maintain in effect all insurance coverages required under this Paragraph at no expense to Seller. All policies shall be written on an "occurrence" form and all policies, except the Worker's Compensation Policy, shall contain a waiver of subrogation naming Seller. All policies shall contain a provision that coverages afforded there under shall not be canceled or non-renewed, nor shall coverage limits be reduced by endorsement, without thirty (30) days prior written notice to the Seller. **A copy of Purchaser Certificate of Insurance which evidences the compliance with this paragraph must be provided to Seller prior to the start of any severance or removal work.**

9. CLOSING. Unless otherwise agreed by Seller and Purchaser in writing, the date of closing of this transaction shall be on or before April 4, 2025.

10. TAX CONSEQUENCES. Purchaser will be responsible for and pay any sales tax or other transfer tax associated with this sale. Purchaser understands that there may be income tax consequences to Purchaser as a result of this purchase and Purchaser agrees to assume, be responsible for and pay any and all income tax assessed to Purchaser as a result of this sale. Purchaser further understands and agrees that Seller will not be withholding any tax from or as a consequence of the Property sold.

11. RELEASE AND INDEMNITY. Except for actions to enforce the terms of this agreement, Purchaser hereby releases and forever discharges Seller and the successors and assigns of from any and all manner of causes of action, suits, proceedings, demands, damages, claims and liabilities whatsoever in law or in equity for or by reason of any matter, cause or thing whatsoever arising out of this Agreement and the sale, severance and removal of the Property described and contemplated by the Agreement and will indemnify, defend and hold Seller, its successors and assigns, harmless from any and all claims, demands, losses, expenses or damages including reasonable attorney's fees, costs, obligations, liabilities, recoveries that Seller does or may incur or suffer hereby.

Except for actions to enforce the terms of this agreement, Purchaser, for Purchaser and Purchaser's heirs, successors and assigns hereby agrees and covenants to release and forever discharge Seller, its elected and appointed officials, officers, agents and representatives from any and all manner of causes of action, suits, proceedings, demands, damages, claims and liabilities whatsoever in law or in equity for or by reason of any matter, cause or thing whatsoever arising out of this Agreement and the sale described by the Agreement and will indemnify, defend and hold Seller, its successors and assigns, harmless from any and all claims, demands, losses, expenses or damages including reasonable attorney's fees, costs, obligations, liabilities, recoveries that Seller does or may incur or suffer hereby.

12. GOVERNING LAW. This Agreement shall be controlled by the laws of the State of Minnesota. Jurisdiction and Venue for any disputes shall be in the District Courts of the State of Minnesota in Becker County, Minnesota.

13. BINDING EFFECT. The terms of this Contract shall bind the parties hereto and their successors

in interest.

14. HEADINGS. Headings of the paragraphs of this Contract are for convenience only and do not define, limit or construe the contents of such paragraphs.

SELLER(S)

PURCHASER(S)

By: Matt Brenk
Its: Mayor
Dated:

By:
Its:
Dated:

By: Kelcey Klemm
Its: City Administrator
Dated:

WARRANTY BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that City of Detroit Lakes, a Minnesota municipal corporation and Home Rule Charter City, acting by and through its Public Utilities Commission, Seller, in consideration of the sum of _____ Dollars (\$_____) paid by _____, Buyer, the receipt of which is hereby acknowledged, does hereby Grant, Bargain, Sell and Convey unto Buyer, forever, the following described Goods, Chattels and Personal Property, to-wit:

TO HAVE AND TO HOLD THE SAME, forever. Seller covenants and agrees to and with Buyer to Warrant and Defend the sale of said Goods, Chattels and Personal Property hereby made, unto Buyer against all and every person and persons whomsoever, lawfully claiming or to claim the same.

CITY OF DETROIT LAKES

Dated:

By: Matt Brenk
Its: Mayor

Dated:

By: Kelcey Klemm
Its: City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF BECKER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by Matt Brenk and Kelcey Klemm, the Mayor and City Administrator, respectively of the City of Detroit Lakes, a Minnesota municipal corporation and Home Rule Charter City, acting by and through its Public Utilities Commission, Seller., Seller.

NOTARIAL STAMP OR SEAL

Notary Public
My commission expires: