

**TWIN FALLS SCHOOL DISTRICT NO. 411  
SCHOOL BOARD MEETING**

**NOTICE/Agenda: Special Board Meeting @  
201 Main Avenue West, Twin Falls  
October 17, 2018**

**AGENDA - Amended 10-16-18**

The Board of Trustees of Twin Falls School District No. 411, Twin Falls County, State of Idaho, will meet in a special board meeting at 7:30 a.m., Wednesday, October 17, 2018 at the Twin Falls School District Office board room located at 201 Main Avenue North, Twin Falls, Idaho.

The agenda for the meeting is as follows:

- I. Call to Order
- II. Approval of Agenda
- III. Consent Calendar – **Action**
  - A. Approval of Extended Out of State Travel Request
- IV. Budget and Finance
  - A. Information Items:
    - 1. Land Auction Results
  - B. **Action** Items:
    - 1. Land Auction Results Discussion/Consideration
- V. Executive Session as per Idaho Code 74-206(1) Subsection (b)  
(b) personnel issue to consider certified probation  
**Action:**
  - 1. Certified probation action
- VI. Adjourn

Michelle Lucas, Clerk

POSTED: October 11, 2018/Reposted 10-16-18

Administration Office  
Website

TRAVEL – EXTENDED & OUT-OF-STATE

REQUEST FOR EXTENDED & OUT-OF-STATE TRAVEL

Name of Organization Making Request TFHS Wind Ensemble

Proposed Travel Dates From November 9th – November 11th

Brief Explanation of Proposed Trip (including destination: Travel to the University of Montana so selected students may participate in the University of Montana All-Stars Honor Band

Sponsor Signature(s) Christy Taylor Date 10/12/2018

Number of Students Attending 4 Number of Supervising Adults 2

Amount of School Time to be Missed One School day

The Following Requests are Made Relative to this Proposed Trip:

(Waivers required for overnight out of state trips with the exception of IHSAA activities)

- 1. Bus: Yes No x Bus Capacity Needed
2. Finances: Yes No x If Yes, Total Amount
3. Transportation Expenses: Yes x No
4. Bus Request Submitted: Yes rental SUV No
5. Financial Breakout: Student/Parent \$ 175 Club \$ 0 Organization \$ 0 School \$ 300
6. Organization: TFHS WIND ENSEMBLE
7. Destination: University of Montana

Principal's Recommendation Approved

Principal's Signature Dan Vogt Date 10-12-2018

By signing this form you are acknowledging all necessary waivers have been received.

Superintendent's Recommendation Approved

Superintendent's Signature Beverly D. ... Date: 10/16/18

Board Action: Approved as Proposed Approved with Modifications Not Approved

Total Student Cost: \$

School Costs:

- 1. Transportation (To & From) .... \$
A. Bus or SUV's \$
B. Plane \$
2. Lodging..... \$
Total School Cost: \$ \$
Less Commitment: \$ \$
GRAND TOTAL: \$ \$

## SALE CONTRACT

THIS SALE CONTRACT is made between TWIN FALLS SCHOOL DISTRICT, #411 referred to herein as "SELLER" and ROBERT J. & KATHI L. MEYERS, referred to herein as "PURCHASER".

### WITNESSETH:

SELLER hereby agrees to sell to PURCHASER and PURCHASER hereby agrees to purchase and pay for the following described real property herein after referred to as the "PROPERTY" consisting of 9.367 acres more or less:

Lot 2, Block 1, GOLDEN EAGLE SUBDIVISION NO. 5, A Re-Subdivision and Re-Numbering of Lot 1, Block 1, Golden Eagle Subdivision No. 4, Twin Falls County, Idaho, according to the official plat thereof recorded in Book 24 of Plats, page 49, records of Twin Falls County, Idaho.

**Together with** 9.43 shares of Twin Falls Canal Company water stock

hereinafter referred to as the "PROPERTY"; upon the following terms and conditions:

1. **PURCHASE PRICE.** PURCHASER agrees to pay to SELLER the successful bid price of \$185,000.00 for the PROPERTY, plus a 5% buyer's premium fee of \$9250.00 for a total contract purchase price of \$194,250.00, which PURCHASER promises and agrees to pay to SELLER as follows:

- a. \$19,425.00 as an earnest money deposit equal to ten percent (10%) of the total contract purchase price made payable to TitleFact, Inc.;
- b. \$174,825.00 representing the remaining balance due, shall be paid in cash or certified funds the day of closing.

2. **POSSESSION.** PURCHASER shall be entitled to possession of the PROPERTY at closing.

3. **CLOSING.** Closing shall be held no later than the 15<sup>th</sup> day of November 2018, in Twin Falls, Idaho. The closing agent shall be TitleFact, Inc. TIME IS OF THE ESSENCE OF THIS CONTRACT.

4. **WARRANTY DEED.** Upon the payment in full by PURCHASER of the purchase price as herein provided, SELLER agrees to convey the PROPERTY to PURCHASER by a good and sufficient warranty deed, a copy of which is attached hereto as Exhibit "A" and hereby incorporated by reference.

5. **TITLE EXAMINATION.** Purchaser acknowledges that they have been provided a commitment for title insurance to issue a standard title insurance policy insuring title to the PROPERTY as shown on Exhibit "B" attached hereto and hereby incorporated by reference. Title insurance will be issued in the amount of the total contract price subject to the Exceptions outlined in said title commitment which is attached hereto. PURCHASER has no objection to the Special and Standard Exceptions outlined in the title commitment as shown on Schedule B on Exhibit "B" attached hereto.

6. **INSPECTIONS AND DISCLOSURES.** PURCHASER acknowledges that they have inspected the PROPERTY at length, and have performed any and all tests and inspections that they desire or need, and agree to accept the PROPERTY "AS IS". Furthermore, PURCHASER further acknowledges that:

**SELLER MAKES NO WARRANTY WHATSOEVER ABOUT THE PROPERTY AND SPECIFICALLY DISCLAIM ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES OF HABITABILITY.**

PURCHASER ALSO ACKNOWLEDGES THAT THEY WERE INFORMED that they should have an overall inspection of the PROPERTY completed, which would include inspections for environmental/issues, development costs, and any and all other matters which may or may not affect the PROPERTY, and PURCHASER has had the opportunity to inspect for said matters.

7. **SURVEYS AND FENCES.** PURCHASER acknowledges that if they desire information on the specific boundaries of the PROPERTY, that they should have the property surveyed at their expense. PURCHASER further acknowledges that the fences on the PROPERTY may not be on the boundary line. The fences and boundaries of the PROPERTY have been researched by PURCHASER and PURCHASER buys the PROPERTY acknowledging that the fences may not be on the property line. PURCHASER accepts the location of the fences and releases SELLER of any claim relative thereto.

8. **TAXES AND ASSESSMENTS.** Property taxes and assessments for the years 2017 and prior years shall be paid by SELLER. Property taxes for the year 2018 shall be prorated between the parties as of the date of closing. All subsequent property taxes shall be the responsibility of PURCHASER.

9. **RISK OF LOSS.** SELLER shall have risk of loss of the PROPERTY until closing. In the event the improvements on the PROPERTY are damaged more than five percent of their value prior to closer, either SELLER or PURCHASER may elect not to proceed with the closing.

10. **CLOSING COSTS.** SELLER shall pay for the preparation of the Deed, the costs of the title insurance, one-half of the closing costs charged by TitleFact, Inc. and all of its own attorney fees. PURCHASER shall pay for the fee for recording the Warranty Deed, any loan fees or points, any appraisal fees, one-half of the closing cost charged by TitleFact, Inc., and all of its own attorney fees.

11. **THERE ARE NO CONTINGENCIES WHATSOEVER TO CLOSING.** PURCHASER acknowledges that there are no contingencies to closing. PURCHASER is required to close by the 15<sup>th</sup> day of November, 2018 or Purchaser will forfeit all of the earnest money to SELLER.

12. **DEFAULT.** In the event any action of law is brought by either party for the enforcement of any of the terms and condition contained in this Sale Contract or for the breach thereof, the prevailing party shall be entitled to recover reasonable attorney fees, costs, and expenses of said legal action from the non-prevailing party.

In the event PURCHASER fails to follow the terms of this Contract and does not close within the time specified herein, SELLER shall be entitled to retain all of PURCHASER'S earnest money as liquidated damages.

In the event SELLER fail to follow the terms of this Contract and does not close within the time specified herein, PURCHASER shall be entitled to specific performance of this contract.

13. **NOTICE.** Any notice provided for or permitted herein or that may otherwise be appropriate may be delivered in person to the other party or may be delivered by depositing a copy thereof in the United States mail, postage prepaid, addressed to SELLER as follows:

TWIN FALLS SCHOOL DISTRICT, #411  
201 Main Ave West  
Twin Falls, ID 83301

and to PURCHASER as follows:

ROBERT J. & KATHI L. MEYERS  
3921 N 3300 E  
Twin Falls, ID 83301

Notice by mail shall be considered delivered 72 hours following the deposit thereof in any United States Post Office. A party may change their address for notice giving appropriate notice thereof in writing to the other party.

14. **MERGER OF NEGOTIATIONS.** All negotiations between the parties are merged into this Sale Contract and there are no undertakings or agreements other than those incorporated herein or the instruments contemplated hereby. This Sale Contract may not be modified, except by an instrument in writing duly executed by the parties.

15. **VENUE AND GOVERNING LAW.** The parties agree that this contract is governed by laws of Idaho with venue being in Twin Falls County, Idaho

16. **SELLER'S AGENT.** The Auctioneer, Musser Bros., Auctioneers, LLC is acting as SELLER'S Agent in this transaction.

17. ALL TERMS OF THIS AGREEMENT SHALL SURVIVE CLOSING. All terms of this Sale Contract shall survive closing, and shall benefit and burden PURCHASER'S and SELLER'S successors and assigns.

IN WITNESS WHEREOF, this SALE CONTRACT is executed on this 16th day of October, 2018. PURCHASER will be notified within 5 days if the Sale Contract has been accepted by SELLER, but PURCHASER acknowledges that they are irrevocably bound to the terms of this Contract during that 5 day period. In the event SELLER does not accept the Sale Contract, the earnest money shall be returned in full to PURCHASER.

**SELLER:**

TWIN FALLS SCHOOL DISTRICT, #411

By: \_\_\_\_\_  
AUTHORIZED AGENT

**PURCHASER:**

Robert Meyers

Kalvi Meyers by Robert Meyers ATT-1a - FAET

Motion to go into executive session:

I move that after a five-minute break the Board retire into executive session pursuant to Idaho Code 74-206(1) subsection (b):

(b) to consider certified probation.

Action Items in open session:

(1) Personnel issue action.