

**RESOLUTION AUTHORIZING AND DIRECTING THE SALE AND/OR DISPOSITION
OF SURPLUS PERSONAL PROPERTY IN ACCORDANCE WITH 105 ILCS 5/10-22.8**

WHEREAS, School District No. 45, DuPage County, Illinois (the "District") currently owns four used school buses that are beyond their useful life and of which the Board previously declared as surplus property on or around February 20, 2024 (see itemized list attached hereto as Exhibit A, incorporated herein by this reference, and herein referred to as "Surplus Property"); and

WHEREAS, the District hereby determines and declares that the aforementioned Surplus Property is no longer needed for school purposes; and

WHEREAS, the District wishes to cause the aforementioned Surplus Property to be sold at public or private sale, or to be otherwise disposed of, in accordance with the provisions of 105 ILCS 5/10-22.8.

NOW, THEREFORE, BE IT RESOLVED by this Board of Education of School District No. 45, DuPage County, Illinois, as follows:

Section 1. Incorporation of Preambles. The above preamble recitals are affirmed to be true and correct and are incorporated into and made a part of this Resolution.

Section 2. Surplus Property. The District reaffirms its prior declaration that the four school buses identified on Exhibit A are no longer needed for school purposes and are, therefore, hereby declared to be surplus personal property.

Section 3. Disposal of Surplus Property. The District hereby authorizes and directs its Superintendent to cause the aforementioned Surplus Property to be sold, or to be otherwise disposed of, on an "AS IS" and "WITH ALL FAULTS" basis and in accordance with the provisions of 105 ILCS 5/10-22.8, this Resolution, and the additional terms (if any) set forth in an agreement which shall be approved and reviewed by the District's attorney. The Superintendent

is hereby expressly authorized to make all arrangements necessary to cause the Surplus Property (either individually or collectively) to be sold at public or private sale(s), or if, in the discretion of the Superintendent, the sale of the Surplus Property is not economically or otherwise practical, the Superintendent is hereby authorized to cause the Surplus Property to be otherwise disposed of on behalf of the District upon terms the Superintendent deems appropriate. Specifically, the Superintendent is hereby authorized and directed to sell or to otherwise cause the removal, disposal, and/or disposition of any of the Surplus Property upon terms deemed appropriate to the Superintendent, so that the complete disposition of the Surplus Property is conducted and achieved in a timely manner. The Superintendent is authorized and directed to exercise his discretion in selecting the manner of sale/disposition, the sale/disposition terms, and the sale/disposition price(s) (if any) most beneficial to the District. All such sales or dispositions shall be memorialized by agreements and/or additional documentation (including releases of liability and waivers of warranties, if applicable, in form approved by the District's attorneys), and the Superintendent is hereby authorized and directed to execute any such documentation, and to take any such further action, to facilitate the disposition of the Surplus Property as authorized herein.

Section 4. Execution of Documents. The District hereby authorizes and directs its Superintendent to execute all documents necessary to accomplish the purposes of this Resolution, provided that all such documents are approved as to form by the District's attorney.

Section 5. Effective Date. This Resolution shall be in full force and effect immediately upon its passage.

Section 6. Severability. In the event any provision or provisions of this Resolution shall be held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect any of the remaining provisions hereof.

Section 7. Repealer. All resolutions or parts thereof in conflict herewith be and the same are hereby repealed, and this Resolution shall be in full force and effect upon its passage.

After a full and complete discussion thereof, the President directed the Secretary to call the roll for a vote on the motion to adopt the Resolution.

Upon the roll being called, the following members of the Board voted “Aye”:

The following members of the Board voted “Nay”:

Adopted this 15th day of April 2025.

President, Board of Education

Attest: _____
Secretary, Board of Education

EXHIBIT A: SURPLUS PROPERTY LIST

ITEMS:

4 Used School Buses:

1. #281-2007 Thomas Saf-t-liner – 4UZABRCT67CW18825
2. #282-2007 Thomas Saf-t-liner – 4UZABRCT87CW18826
3. #283-2007 Thomas Saf-t-liner – 4UZABRCTX7CW18827
4. #284-2007 Thomas Saf-t-liner – 4UZABRCT17CW18828

TERMS:

Pursuant to the Purchase/Sale Agreement (attached)

**PURCHASE/SALE AGREEMENT
INCLUDING
RELEASE OF LIABILITY AND WAIVER OF WARRANTIES**

THIS PURCHASE/SALE AGREEMENT INCLUDING RELEASE OF LIABILITY AND WAIVER OF WARRANTIES (“Agreement”) is made as of this ____ day of April, 2025, by and between the **Board of Education of School District No. 45, DuPage County, Illinois**, (“District”), by and through its Superintendent and in accordance with the authorization established by the Board of Education’s Resolution dated April 15, 2025, as seller, and First Student, Inc. (“Purchaser”) as buyer.

For and in consideration of the mutual promises herein contained and the respective undertakings of the parties hereinafter set forth, the sufficiency of which is expressly acknowledged by the parties, District and Purchaser agree as follows:

1. District owns certain personal property, to wit: 4 Used School Buses:
 - a. #281-2007 Thomas Saf-t-liner – 4UZABRCT67CW18825
 - b. #282-2007 Thomas Saf-t-liner – 4UZABRCT87CW18826
 - c. #283-2007 Thomas Saf-t-liner – 4UZABRCTX7CW18827
 - d. #284-2007 Thomas Saf-t-liner – 4UZABRCT17CW18828

(Hereinafter, individually and collectively the “Property”). The District has declared the Property to be surplus personal property no longer needed for school purposes.

2. The District hereby agrees to sell the Property to Purchaser on an AS IS and WITH ALL FAULTS basis, and the District hereby disclaims any and all representations or warranties with respect to the condition, use, and/or fitness for a particular purpose of the Property.
3. Purchaser hereby agrees to purchase the Property from the District for Two Thousand and No/100 Dollars (\$2,000.00). Purchaser shall tender payment in that amount to the District (in cash or cashier’s check payable to the District) prior to acquisition of the Property.
4. Purchaser and District (by its Superintendent) agree to sign and execute any and all documents reasonably required to legally transfer title and possession of the Property to Purchaser.
5. In consideration of the aforesaid promises and covenants, Purchaser hereby expressly agrees, on behalf of himself/herself and on behalf of Purchaser’s personal representatives, agents, successors, heirs, executors, administrators and/or assigns, (hereinafter to be included collectively in the term “Purchaser”), to remise, release, acquit, satisfy, and forever discharge District, its Board of Education, Superintendent, officers, faculty, staff, employees, agents, attorneys, and representatives, (hereinafter to be included collectively in the term “District”) from and against all manner of actions, causes of action, damages, claims, suits, debts, covenants, controversies, claims and demands whatsoever, which

Purchaser has or may in the future have, or which any personal representative, agent, successor, heir, executor, administrator and/or assign of Purchaser hereafter can, shall, or may have, against said District, by reason of any matter, cause or thing whatsoever arising out of, incident to, or in any way relating to the Property, and/or District's transfer of the Property to Purchaser, and/or the subsequent use and/or ownership of the Property by Purchaser or a subsequent user/owner. In addition, Purchaser agrees to indemnify, hold harmless, and defend District from all claims, suits, causes of action, liabilities, losses, damages, injuries to person or property, death, or other damages, including but not limited to reasonable attorney's fees, relating to, and/or arising in any manner from or with respect to, the Property after the District's transfer of possession of the Property to Purchaser.

6. Purchaser expressly acknowledges and agrees that District's transfer of the Property to Purchaser is made by District on an "AS IS" and "WITH ALL FAULTS" basis. The Property is being transferred by District **WITHOUT WARRANTIES OF ANY SORT**. The parties hereto acknowledge that **NO WARRANTIES**, whether express or implied, are being provided by District with respect to the Property. **ANY AND ALL WARRANTIES, EITHER EXPRESS OR IMPLIED AND INCLUDING WARRANTIES OF MERCHANTABILITY AND WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY EXCLUDED FROM DISTRICT'S TRANSFER OF THE PROPERTY TO PURCHASER. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION (IF ANY) ON THE FACE HEREOF.**
7. Purchaser acknowledges that it has, before accepting the Property from District, examined the Property as fully as Purchaser desired. Purchaser acknowledges that there is no implied warranty of any nature with regard to defects of the Property to which an examination could in the circumstances have revealed to them. As no warranties are accompanying the transfer of the Property by District to Purchaser, no Breach of Warranty can occur and Purchaser cannot allege a Breach of Warranty or pursue any remedy relating to any such alleged Breach. Purchaser acknowledges that no parol or extrinsic evidence establishes the existence of any implied or express warranties, and Purchaser agrees, furthermore, that no parol or extrinsic information may be tendered by Purchaser to attempt to establish the existence of any implied or express warranties. Purchaser shall disclose this **RELEASE OF LIABILITY AND WAIVER OF WARRANTIES** in conjunction with the subsequent transfer of any, all, and/or a portion of the Property by Purchaser to a subsequent purchaser or transferee.
8. This **PURCHASE AND SALE AGREEMENT INCLUDING RELEASE OF LIABILITY AND WAIVER OF WARRANTIES** constitutes the entire agreement between Purchaser and District relating to District's transfer of the Property to Purchaser. The parties agree that if any part of this Agreement is held invalid, the invalid part will not affect other parts of this Agreement that can be given effect without the invalid part.
9. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Venue for any action arising or brought hereunder shall be the DuPage County Circuit Courts for the state of Illinois.

IN WITNESS WHEREOF, Purchaser and District have hereunto set hand and seal this ____day
of April, 2025.

PURCHASER

DISTRICT

FIRST STUDENT, INC.

SCHOOL DISTRICT NO. 45, DUPAGE COUNTY

Signature

Signature

Title

Title

Date

Date