

**RESOLUTION OF THE BOARD OF EDUCATION OF CRETE-MONEE
COMMUNITY UNIT SCHOOL DISTRICT 201-U TO DECLARE PROPERTY
UNNECESSARY, UNSUITABLE AND/OR INCONVENIENT AND TO
AUTHORIZE THE SALE THEREOF**

WHEREAS, the Board of Education of Crete-Monee Community Unit School District 201-U (“the Board”) owns a certain parcel of property (“the Property”) located at 5154 W. Main St., Monee, Illinois, Property Tax Identification Number: 21-14-21-400-037-0000 which is approximately four (4) acres in total and contains a vacant school building, parking lot and recreational fields;

WHEREAS, the Board of Education has heard reports and information from its Administration and determined that the Property has become unnecessary, unsuitable and/or inconvenient for a school, and unnecessary for the uses of the District; and

WHEREAS, the Board of Education has determined to sell the Property by sealed bids in accordance with the provisions of Section 5-22 of the Illinois School Code (105 ILCS 5/5-22);

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of Crete-Monee Community Unit School District 201-U, Will County, Illinois, as follows:

Section 1: The preambles to this Resolution are hereby determined to be accurate and correct and are incorporated herein by this reference.

Section 2: The Board of Education hereby finds and determines that the Property has become unnecessary or unsuitable or inconvenient for a school, or unnecessary for the uses of the District, and, therefore, directs that the parcel be sold by sealed bid.

Section 3: The Board of Education hereby approves the Notice of Sale which is attached hereto as Exhibit A and the minimum price stated therein, for sale of said parcel.

Section 4: The Board of Education hereby directs the Superintendent, or her designee, to cause said Notice of Sale to be published as required by the School Code and

to accept sealed bids for the sale of said parcel on a date within sixty (60) days of the adoption of this Resolution.

Section 5. The Board of Education hereby authorizes and directs the Superintendent, or her designee, to cause a Contract for Sale to be drafted in accordance with the terms of the Notice of Sale, and for the same to be made available to potential bidders.

Section 6. The Board of Education hereby authorizes and directs the Superintendent, or her designee, to take any and all other actions necessary to effectuate the sale of the Property.

Section 7. This Resolution shall be in full force and effect upon adoption.

Member _____ moved and Member _____
seconded the motion that said resolution as presented and read by title be adopted.

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

Upon the roll being called, the following members voted AYE: _____

The following members voted NAY: _____

Whereupon the President declared the motion carried and said resolution adopted, and in open meeting approved and signed said resolution and directed the Secretary to record the same in full in the records of the Board of Education of Crete-Monee Community Unit School District 201-U, Will County, Illinois, which was done on this 18th day of February, 2025.

Secretary, Board of Education

STATE OF ILLINOIS)) SS
COUNTY OF WILL)

CERTIFICATION OF RESOLUTION

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Education of Crete-Monee Community Unit School District 201-U, Will County, Illinois (the “Board”), and that as such official I am the keeper of the records and files of the Board.

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Board held on the 18th day of February, 2025, insofar as same relates to the adoption of a resolution entitled:

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a true, correct and complete copy of which said resolution as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Board on the adoption of said resolution were conducted openly, that the vote on the adoption of said resolution was taken openly, that said meeting was held at a specified time and place convenient to the public, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Board at least 48 hours in advance of the holding of said meeting, that said agenda contained a separate specific item concerning the proposed adoption of said resolution, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the School Code of the State of Illinois, as amended, and that the Board has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Board in the conduct of said meeting and in the adoption of said resolution.

IN WITNESS WHEREOF, I hereunto affix my official signature, this 18th day of February, 2025.

Secretary, Board of Education

EXHIBIT A
PUBLIC NOTICE
NOTICE OF SALE

Notice is hereby given that on the 18th day of February, 2025, the Board of Education of Crete-Monee Community Unit School District 201-U, will sell at public sale, by taking sealed bids, which bids shall be accepted until 9:00 a.m. on the 13th day of March, 2025, at the Administrative Offices of the Board of Education of Crete-Monee Community Unit School District 201-U, at 690 W. Exchange St., Crete, Illinois, addressed Attention: Mr. Jason Okrasinski, Assistant Superintendent of Business and Operations, which bids will be opened at 9:00 a.m. on the 13th day of March, 2025 at the said Administrative Offices, the following described property, 5154 W. Main St., Monee, Illinois, P.I.N. No. 21-14-21-400-037-0000:

LOTS 1, 2, 3, & 4 IN N S CHESTER'S SUB OF THE N 20 ACRES OF THE SE1/4 OF SEC 21, IN TOWNSHIP 34N-RANGE 13E.

Which sale shall be made on the following terms to wit:

Site Data:

1. The property is approximately 4 acres.
2. The property consists of a vacant school building, parking lot and recreational fields.
3. The property is in Monee Township, Will County, Illinois.

Terms and Conditions of Sale:

4. Bidders may secure information pertaining to the site at the Administrative Offices of the School District from Mr. Jason Okrasinski, Assistant Superintendent of Business and Operations (708)367-8321.

5. Bidders shall submit a statement, along with the bid, certified by a principal or authorized officer of the bidder, setting forth the following information:

- a) The legal name, address and contact person for the bidder.
- b) If a corporation, the state and date of incorporation, the names and addresses of the principal officers thereof – if a partnership, the date of organization, type of partnership and names and addresses of the general partners thereof – if a sole proprietor, the date of the

organization of the business and the name or names and address or addresses of the owners.

- c) Information demonstrating bidder's financial capability of funding the payments required either by guarantees of a financial institution or other proof of assurance.

6. The Board of Education has established a minimum purchase price of \$553,500.

7. A security deposit in the amount of \$10,000 submitted with the bid as earnest money in the form of a cashier's or certified check made payable to the "Board of Education of Crete-Monee Community Unit School District 201-U", must accompany the bid.

8. Based on the best interests of the School District and community, the Board of Education of Crete-Monee Community Unit School District 201-U shall decide which bid, if any, it will accept at the Board meeting held at the Administrative Offices of the Board of Education at 6:30 p.m. on the 18th day of March, 2025 (or at a subsequent special or regular meeting of the Board if needed). All bidders or their representatives are encouraged to attend.

9. The Board shall hold all the uncashed security deposits. The Board will decide in accordance with paragraph 8 hereof the successful bidder. All security deposits shall then be returned to unsuccessful bidders.

10. Closing shall take place within sixty (60) days of acceptance of the bid. A finalized Contract for Sale shall be completed between the parties no later than 30 days after bid acceptance. A copy of the Contract for Sale to be entered into by the Board of Education and the successful bidder shall be available for inspection at the Administrative Offices of the Board of Education.

11. All information about the property included in this Notice of Sale is believed to be reliable, but is not guaranteed and no express or implied representations or warranties are made with regard to the property or matters relating thereto, or terms contained herein.

The property will be sold and conveyed to the successful bidder (the "Buyer") on an "AS-IS" basis without any representations or warranties of any kind, express or implied, either oral or written, made by the Board of Education or the School District with respect to the physical, environmental, zoning or structural condition of the property

or with respect to the existence or absence of underground fuel storage tanks, toxic or hazardous materials, substances or wastes in, on, under or affecting the property, including but not limited to, asbestos about or on the property, and subject to existing zoning, flood plain and any other restrictions on the use or development of the property. **All warranties with respect to the property are hereby expressly disclaimed. Except as provided below regarding the scope of Buyer's indemnity commitment, any risk and all responsibility relating to any condition of the property, including, but not limited to any of the above-described conditions, are assumed by Buyer and disclaimed by the Board of Education and the School District.**

All bidders are urged to examine the property and conduct their own inspection and investigation of the property (including, without limitation, environmental inspections and investigations). The Buyer shall take all necessary action and bear all expenses and liability associated with making the property suitable for the Buyer's intended use and complying with all applicable law. Further, upon closing, as between Buyer and the Board of Education and the School District, Buyer shall bear all responsibility, liability and obligation for the physical, environmental, zoning and structural condition of the property and the taxable, non-residential development, business or operations to be located on the property. Buyer waives, generally releases and covenants not to sue or make any claim whatsoever against the Board of Education and the School District regarding the foregoing matters and all matters within the scope of the following indemnity commitment, including, but not limited to, any claim by Buyer against the Board of Education or the School District resulting from a third-party claim against Buyer due to the negligent or unlawful acts or omissions of the Board of Education or the School District. Buyer shall, at its sole cost and expense, unconditionally indemnify, defend and hold the Board of Education and the School District harmless from and against any loss, liability, damage (whether or not ultimately successful), penalties, fines, injunctions, suits, proceedings, disbursements or expenses (including without limitation, attorneys' and experts' fees and disbursements and court costs) arising under any present or future local, state or federal law (and the amendments, regulations, orders or decrees promulgated thereunder) which may be incurred by or against the Board of Education or the School District directly or indirectly resulting from the condition of the property including, but not limited to, the presence and/or removal of

asbestos, environmental hazards and/or the presence or removal of underground fuel storage tanks, except to the extent a claim is made directly against the Board of Education or the School District and is determined by a court of competent jurisdiction to arise directly from the unlawful acts or omissions of the Board of Education or the School District prior to closing. Buyer's obligations, indemnification and risk with respect to the condition of the property under this paragraph shall survive the closing of the sale of the property, and shall not merge in the deed.

12. All sealed bids, notices or documents required to be provided herein, shall be made by certified mail or registered mail, postage prepaid, return receipt requested. Service upon the School District shall be made upon the Assistant Superintendent of Finance and Operations, Mr. Jason Okrasinski at 690 W. Exchange St., Crete, IL, 60417. Service upon the Buyer shall be made at an address provided by the Buyer.

13. A bid may be withdrawn at any time prior to the time stated for receipt of bids. No bid shall be withdrawn or cancelled for a period of 170 calendar days after the time stated for receipt of bids, nor shall a bid be withdrawn, cancelled or modified after notification of acceptance by the Board of Education.

14. These terms and conditions shall be binding upon the Board of Education, the School District and Buyer and their respective heirs, executors, administrators, successors, attorneys, agents, employees and assigns.

15. The Board of Education of Crete-Monee Community Unit School District 201-U reserves the right to waive irregularities, to continue the sale from time to time, to reject any and all bids, whether or not they meet the minimum bid prices, and to adjourn the sale.

/s/ Alejandro Gallegos

Secretary, Board of Education
Crete-Monee Community Unit
School District 201-U