

**RESOLUTION AUTHORIZING AND DIRECTING THE PUBLIC SALE
OF CERTAIN PROPERTY IN ACCORDANCE WITH 105 ILCS 5/5-22**

WHEREAS, the Board of Education of Urbana School District 116, of Champaign County, Illinois (hereinafter “DISTRICT”) is the owner of record and/or successor in office to the owners of record of certain real property (hereinafter “PROPERTY”) in Champaign County, Illinois; and

WHEREAS, the PROPERTY is more fully described as follows:

Property Identification No(s):91-21-08-254-001; 91-21-08-254-002; 91-21-08-254-003; 91-21-08-254-004; 91-21-08-256-001

Said PROPERTY is currently improved by a structure commonly known as the former “Washington School.” Legal description on DISTRICT’s title to govern.

WHEREAS, the DISTRICT has determined, pursuant to §5-22 of *The School Code* (105 ILCS 5/5-22) that the PROPERTY is no longer being used for school or educational purposes and is not of current or prospective benefit to the DISTRICT, and that the PROPERTY has become unnecessary or unsuitable or inconvenient for a school, or unnecessary for the uses of the DISTRICT; and

WHEREAS, the DISTRICT has determined that it is in its best interests to sell the PROPERTY at public sale by conducting an auction in accordance with §5-22 of *The School Code* (105 ILCS 5/5-22), and pursuant to the terms of this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of Urbana School District 116, of Champaign County, Illinois, as follows:

Section 1. The preamble recitals of this Resolution are hereby adopted as if fully set

forth herein.

Section 2. The DISTRICT finds and declares that the following described PROPERTY has become unnecessary or unsuitable or inconvenient for a school, or unnecessary for the uses of the DISTRICT:

Property Identification No(s):91-21-08-254-001; 91-21-08-254-002; 91-21-08-254-003; 91-21-08-254-004; 91-21-08-256-001

Said PROPERTY is currently improved by a structure commonly known as the former “Washington School.” Legal description on DISTRICT’s title to govern.

Section 3. The DISTRICT hereby adopts the Notice of Public Sale (hereinafter “NOTICE”) and the Purchase and Sale Agreement (hereinafter “AGREEMENT”) between the DISTRICT and PURCHASER (as defined in the AGREEMENT and as determined in accordance with **Section 4** of this Resolution), in substantially the same forms which are attached hereto and incorporated herein as Exhibit A and Exhibit B, respectively, and made a part hereof, subject to final form approval by DISTRICT’s attorneys.

Section 4. The DISTRICT hereby authorizes the public sale of the PROPERTY by auction in accordance with the provisions of 105 ILCS 5/5-22, and subject to the terms and conditions provided for in the NOTICE and AGREEMENT, expressly including but not limited to a reserve/minimum bid price of _____ DOLLARS (\$_____).

Section 5. The DISTRICT hereby authorizes and directs its Superintendent to cause the aforementioned NOTICE to be published in substantially the form as attached hereto, and to cause the aforementioned public sale by auction to occur and be conducted in accordance with the provisions of 105 ILCS 5/5-22 and this Resolution. The Superintendent is directed to

schedule the auction in accordance with said statutory provisions, and to complete and/or amend the attached NOTICE to reflect compliant sale dates, times, and places convenient to the Superintendent and DISTRICT Administration, and to comply with the following procedures:
either by public or on-line auction.

Section 6. The DISTRICT hereby authorizes and directs its President and Secretary to execute the quit claim deed of conveyance described in the AGREEMENT, provided that the terms of 105 ILCS 5/5-22, this Resolution, the NOTICE, and the AGREEMENT have been satisfied and, provided further, that the quit claim deed of conveyance is approved with respect to form by DISTRICT's attorneys.

Section 7. The DISTRICT hereby authorizes and directs its Superintendent to execute all additional documents, and/or to take all additional measures, necessary or beneficial to accomplish the purposes of said AGREEMENT, provided that all such documents and/or measures are approved with respect to form by DISTRICT'S attorneys.

Section 8. This Resolution shall be in full force and effect immediately upon its approval and passage by at least two-thirds vote of full Board of Education membership. Any and all prior Resolutions in conflict with the terms hereof are hereby revoked.

[Next]

ADOPTED this 6th day of February, 2018 by the following vote:

AYES:

NAYES:

ABSENT:

BOARD OF EDUCATION OF
URBANA SCHOOL DISTRICT 116
CHAMPAIGN COUNTY, ILLINOIS

By: _____
President

Attest: _____
Secretary

RESOLUTION EXHIBIT A

**NOTICE OF PUBLIC SALE OF
REAL PROPERTY OWNED BY
URBANA SCHOOL DISTRICT 116**

Notice is hereby given that on _____ at _____ .m., the Board of Education of Urbana School District 116, of Champaign County, Illinois (hereinafter "District") will sell at public sale by auction, which auction shall be conducted in accordance with the procedures described herein, at _____, the following described property ("Property"):

Property Address: 1102 North Broadway, Urbana, Illinois

Property Identification No(s):91-21-08-254-001; 91-21-08-254-002; 91-21-08-254-003; 91-21-08-254-004; 91-21-08-256-001

Said PROPERTY is currently improved by a structure commonly known as the former "Washington School." Legal description on District's title to govern.

Information relating to the Property and the auction procedures may be obtained at the Board of Education Office at 205 North Race Street, Urbana, Illinois, between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday, or on the Urbana School District website at: www.usd116.org

Said sale by auction will be made on the following terms:

1. The Property is to be offered for sale at a public sale by auction to the highest responsible and qualified Bidder. ALL BIDS MUST BE TENDERED IN ACCORDANCE WITH _____ BEFORE COMPLETION OF THE AUCTION AT TIME AND DATE SET FORTH ABOVE. IT SHALL BE A BIDDER'S OBLIGATION TO ENSURE THE TIMELY TENDER OF A BID, AND ALL LATE BIDS WILL BE REJECTED. ALL BIDS MUST CONFORM WITH AUCTION REQUIREMENTS AND INSTRUCTIONS, AS OUTLINED ON: _____ NO BIDS WILL BE RECEIVED VERBALLY, BY FACSIMILE, BY EMAIL, OR BY METHOD OTHER THAN THE AFORESAID AUCTION, AND BIDDERS SHALL NOT SEND DUPLICATES OR COPIES OF THEIR BIDS BY ANY OTHER METHOD THAT REVEALS THE CONTENT OF THEIR BID. IT IS A REQUIREMENT OF THE DISTRICT THAT THE AMOUNTS OF ALL BIDS REMAIN UNKNOWN TO THE DISTRICT EXCEPT IN ACCORDANCE WITH THE AFORESAID AUCTION AND ITS SITE'S PUBLICATION PROTOCOLS.
2. The Property shall be sold "as is-where is" by Quit Claim Deed, legal description on

District's title to govern. The District makes no representations or warranties with respect to the condition or use of said Property, or compliance with environmental laws and regulations. The Purchaser shall be solely responsible for determining the applicability of any laws, local ordinance, or other regulations which may impact the Property and/or the Purchaser's contemplated use thereof. The Property is being sold subject to any and all rights of the public and any and all easements, covenants and restrictions shown or not shown by public record. Submission of a bid at auction shall serve as that Bidder's acknowledgement that: (a) it has received any and all requested or otherwise required property disclosures prior to the date of bid submission; (b) that it was afforded opportunities to inspect the Property and records relating to its condition before the date of bid submission; and (c) that it has availed itself, to its satisfaction, of the right to inspect the Property and records relating to its condition prior to the date of bid submission; and (d) that it is satisfied with the Property's condition and that it is **taking the Property in AS-IS / WHERE-IS condition**. Records relating to the Property's condition, including any and all environmental contaminants known and/or believed to have been located on the Property in the past or currently (if any), are available for inspection and/or copying by contacting the District's Chief Financial Officer during regular business hours at the District's administrative office.

3. The property is located within the proposed boundary of a new Tax Increment Financing (TIF) District which may make the property eligible for renovation and redevelopment incentives. The District, however, makes no representations or promises relating to the establishment of said TIF District and/or the property's qualification for TIF under any such District. Questions regarding the proposed TIF District should be directed to Brandon Boys, Economic Development Manager, City of Urbana, (217) 328-8270 or bsboys@urbanainllinois.us.
4. Questions regarding the zoning for the Property (including provisions regarding the City of Urbana's "Special Use Procedures for Utility or Public Buildings and Adaptive Re-use of School Buildings and Church Buildings") should be addressed to: _____
5. The District will not be responsible for paying any real estate brokers' commission.
6. By submitting a bid at auction, a Bidder accepts the terms of the sale as contained herein and in the Board of Education's Resolution dated _____, incorporated herein by this reference as if set out in full, expressly including the terms and provisions of this Notice and the Purchase and Sale Agreement attached to said Resolution. Copies of said Resolution and Purchase and Sale Agreement are available by contacting the District's Chief Financial Officer during regular business hours at the District's administrative office.
7. District reserves the right to reject any or all bids tendered, to waive irregularities, or to cancel or reschedule the bid submission deadline and/or bid opening.
8. Upon presentation by the District, the highest Bidder shall immediately execute the Purchase and Sale Agreement with the District subject to the terms and conditions as set forth in the Board of Education's Resolution dated _____, and this Notice of Public Sale.
9. The closing date on any resulting sale shall be scheduled for _____, unless District and the successful Bidder agree to alternate closing arrangements and the successful Bidder remits payment for a closing

extension (as per the Purchase and Sale Agreement). If the successful Bidder fails to pay the balance due upon closing, the Bid Deposit and Earnest Money paid shall be forfeited and retained by District, and District may resell the Property. Possession shall be delivered to Buyer at closing.

10. The District may request assurances and proof satisfactory to the District of the Bidders' ability to purchase the property. Failure of the Bidder to produce same, to District's satisfaction as measured solely by District, will permit District to terminate sale to said Bidder.
11. The Property will be available for inspection, upon District's receipt of reasonable written request, prior to the bid submission deadline.
12. The Board of Education has established a minimum sales price of _____ AND NO/100 DOLLARS (\$_____.00) and any auction bid at an amount lower than that minimum sales price shall be disqualified and rejected.
13. All bids must be pre-qualified as per terms set forth in conjunction with the auction, as follows: _____. Upon notification that a Bidder was the high bidder at auction, that Bidder shall tender to the District a "Bid Deposit" which shall be _____ in the amount of Five Percent (5.0%) of the Bidder's successful bid amount. The successful Bidder's Bid Deposit shall be credited to the sale price or otherwise retained by the District, as set forth in the Purchase and Sale Agreement.
14. The successful Bidder, upon notification and demand by the District, shall sign the Purchase and Sale Agreement as approved by the Board of Education on _____ and shall, at that time, tender as "Earnest Money" (via cashier's check, money order, or other method approved by the District) an additional Five Percent (5.0%) of the Bidder's bid amount to the District, which Earnest Money shall be credited to the sale price or otherwise retained by the District, as set forth in the Purchase and Sale Agreement.

Approved by:
Board of Education
Urbana School District 116
Date: _____

/s/ Ruth Ann Fisher
Secretary, Board of Education
County of Champaign
Urbana, Illinois

RESOLUTION EXHIBIT B

Must Attach Actual Purchase and Sale Agreement to Board Resolution Prior to Board Approval