CITY & BOROUGH of YAKUTAT
P.O. Box 160
Yakutat, Alaska 99689
Phone (907) 784-3323
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# CITY AND BOROUGH OF YAKUTAT, ALASKA
# RESOLUTION 20-341

**A RESOLUTION DESIGNATING CERTAIN BOROUGH OWNED PROPERTY FOR SALE, AND DESIGNATING THE TERMS AND CONDITIONS OF SAID SALE.**

WHEREAS, the Borough Assembly has determined that the personal property described below, and owned by the Borough, is not currently required for municipal purposes, and may be sold.

BE IT RESOLVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF YAKUTAT, ALASKA as follows:

**SECTION 1:** The property identified below is hereby designated as property not currently required for municipal purposes, and shall be sold by the Borough, subject to the following terms and conditions.

**SECTION 2:** Each item of personal property listed below shall be sold separately. Said properties shall be sold by sealed bid to the highest responsible bidder, as authorized by CCBY 7.24.010 and 7.16.110. The minimum bid price is set forth below. The Assembly determines that this disposition is in the public interest.

**SECTION 3:** The bid opening shall be conducted publicly at the Borough Offices, during regular business hours, by the Borough Manager or the Manager's designee. The date and time of the bid opening, and the due date, time and manner for bid submission, shall be established by the Manager or the Manager's designee, and notice of same given in the manner set forth in CCBY 7.16.040(4).

**SECTION 4:** At the time of the bid opening, the purchaser, or his or her legal representative, shall, immediately upon being declared the highest responsible bidder, sign a Sale Agreement in substantially the form as attached hereto, whereby he or she agrees to purchase the property for the bid price, and further agrees to all other terms and conditions set forth therein. Signatures transmitted by facsimile or email are fully effective for all purposes.

**SECTION 5:** The purchaser shall pay the full bid price to the Borough within 30 days of the date of the bid opening, in cash or by cashier's check, failing which the purchaser shall have no further rights whatsoever to purchase the property. Once the full bid price is paid, the Borough shall sign over the property to the purchaser. The purchaser is prohibited from taking possession of the property until the full bid price is paid, and shall thereafter promptly remove the property from Borough property.

**SECTION 6**: Both individuals and business entities are eligible to participate in the sale; however any individual participating must be eighteen (18) years of age or older as of the date of the bid opening. A bid submitted by an ineligible individual shall be void, and the individual shall not be entitled to purchase the property regardless of the outcome of the bid opening.

**SECTION 7:** The property is sold "as is, where is", in its current condition. THE PURCHASER ACKNOWLEDGES THAT THE BOROUGH IS MAKING NO GUARANTY, WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE KIND, SIZE, QUALITY, DESCRIPTION, MERCHANTABILITY, PROFITABILITY, OR CONDITION OF ANY SALE PROPERTY OR ITS FITNESS FOR ANY USE OR PURPOSE, AND ANY APPLICABLE STATUTORY OR OTHER WARRANTY IS EXPRESSLY DISCLAIMED BY THE BOROUGH AND WAIVED BY PURCHASER. The purchaser agrees that it has had full opportunity to inspect and evaluate the sale property prior to the sale, that it has entered into this agreement relying solely upon information and knowledge obtained from purchaser's own investigation and/or inspection of the sale property, and that by taking possession of the property, purchaser shall be deemed to have accepted same as being suitable for its use and to accept all risks, obvious or hidden, arising from its possession, ownership and use. The purchaser further agrees that it has not relied upon any representations of the Borough to induce purchaser to purchase the sale property.

**SECTION 8**: The purchaser hereby expressly agrees that the Borough shall not incur any liability of any kind whatsoever in connection with the property being sold, and purchaser hereby waives and releases the Borough from any claim, liability or cause of action whatsoever, of any kind or nature, that results from or occurs in connection with the sale property or the use, inability to use, possession, storage, or ownership thereof, including without limitation any claim arising out of any failure or defect in the sale property, loss of the property, or injury or illness or death relating to the property. The purchaser shall defend and indemnify the Borough and hold it, and its officers, agents and employees, harmless from and against every claim, charge, demand, liability, loss, cost, expense and cause of action whatsoever (including attorney fees) of any kind and nature, by whomever and however asserted, whether arising out of contract, tort, statute, or otherwise, in law or in equity, against or incurred by the Borough arising or alleged to have arisen out of, or in any way related to or connected with, the property being sold or any act or omission of any party in connection with the property.

**SECTION 9:** If a property is not purchased at the sale, or if the successful bidder fails to comply with the requisites of Section 5, a property may thereafter be available for sale by the Borough, with no further public notice required, on an over-the-counter basis, in the manner provided for under CCBY 7.16.180(3)-(6).

**SECTION 10**: The Manager, or the Manager's designee, is authorized to sign, on behalf of the Borough, the documents contemplated herein.

PASSED AND APPROVED THIS 1st DAY OF OCTOBER, 2020.

C. Bremner
MAYOR CINDY L. BREMNER

ATTEST:

Alfredo Munoz Jr.
Alfredo Munoz Jr., Borough Clerk

CITY AND BOROUGH OF YAKUTAT
Corporate Seal Alaska
09/22/1992

**Property Description:**

2001 Chevrolet Silverado 1500 4WD 2 Door Truck
VIN #: 1GCEK14W31Z260006

**Minimum Bid:**

$250.00

**Property Photo:**

**2001 Chevrolet Silverado 1500 4WD 2 Door Truck**

## Property Description:

Dodge W30 Fire Truck
VIN#: W31BF4S052312

## Minimum Bid:

$250.00

## Property Photo:

**Dodge W30 Fire Truck**