

**MIDWAY SEWER DISTRICT
RESOLUTION NO. 2009-09**

**RESOLUTION DECLARING PROPERTY SURPLUS TO THE NEEDS OF THE DISTRICT AND
AUTHORIZING THE TRANSFER OF SURPLUS PROPERTY**

Background: WHEREAS, Midway Sewer District presently owns the following equipment (hereafter collectively referred to as "Equipment"):

- 2 ea. – Huber Step Screens (Model SST 4000x726x3)
- 2 ea. – Huber WAP (Size 2)
- 2 ea. – Control Cabinet
- Existing Sensors – Ultrasonic type w/mounts
- Existing Valves (solenoid) - for WAP
- Existing 'Chute's" for WAP (Washer to Dumpster)
- Assorted spare parts for the Step Screens
- Miscellaneous repair parts and manuals

WHEREAS, Midway Sewer District is in the process of replacing the Equipment, and

WHEREAS, Midway Sewer District has received an offer to purchase the equipment from the City of Seaside Oregon, attached as Exhibit A "Offer".

WHEREAS, the District has determined that the Offer for the Equipment is reasonable and represents the fair market value of the Equipment.

Resolution: NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of Midway Sewer District as follows:

1. The Equipment is declared to be surplus to the needs of the District effective upon the District's removal of the Equipment from service, and
2. The General Manager is authorized to execute and deliver to the City of Seaside, Oregon a Bill of Sale in the form referenced as Exhibit B to this Resolution at the time of transfer of the Equipment.

Adoption: ADOPTED by the Board of Commissioners of Midway Sewer District, at a regular open public meeting of such Board on _____, the following Commissioners being present and voting:

Commissioner

Commissioner

Commissioner

Exhibit B to Midway Sewer District Resolution 2009-09

BILL OF SALE

_____, 2009

Midway Sewer District, a Washington municipal corporation, in consideration of \$9,500.00 and Buyer's waiver of claims against the District and other valuable consideration received does hereby sell, assign, convey, transfer and deliver to: the Town of Seaside Oregon the following equipment "Equipment":

- 2 ea. – Huber Step Screens (Model SST 4000x726x3)
- 2 ea. – Huber WAP (Size 2)
- 2 ea. – Control Cabinet
- Existing Sensors – Ultrasonic type w/mounts
- Existing Valves (solenoid) - for WAP
- Existing 'Chute's" for WAP (Washer to Dumpster)
- Assorted spare parts for the Step Screens
- Miscellaneous repair parts and manuals

The District guarantees that the Equipment is free and clear of liens and encumbrances of whatever kind or nature.

The Equipment is sold "as is." Midway Sewer District makes no express or implied warranties of fitness or merchantability as to the condition of the Equipment. **The Equipment is out of service and may not meet any current state or federal safety standards.**

Midway Sewer District

By: _____
Ken Kase, General Manager

Buyer acknowledges that the sale of this Equipment is "as is" and that Midway Sewer District MAKES NO WARRANTY NOR REPRESENTATION, EXPRESS OR IMPLIED, REGARDING THE FITNESS, QUALITY, DESIGN, CONDITION, CAPACITY, SUITABILITY, OR PERFORMANCE OF THE EQUIPMENT OR OF THE MATERIALS OR WORKMANSHIP OF THE EQUIPMENT and is not responsible for any repairs, service or defects in the Equipment or the operation of the Equipment. It is agreed that all such risks are to be born by the Buyer at its sole risk and expense, since the Buyer has selected the Equipment based on its own judgment and inspection. The Buyer, therefore, shall not make any claim against the District for any deficiency of the Equipment nor for any consequential damages resulting from the use of the Equipment, THE BUYER SPECIFICALLY ACKNOWLEDGES THAT THE EQUIPMENT MAY NOT MEET ANY CURRENT STATE OR FEDERAL STANDARDS.

IN PARTIAL CONSIDERATION OF RECEIVING THE EQUIPMENT BUYER AGREES TO INDEMNIFY AND HOLD THE DISTRICT HARMLESS FROM AND AGAINST THE FULL AMOUNT OF ANY AND ALL COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES AND COURT COSTS INCIDENT TO ANY SUIT, ACTION, INVESTIGATION OR OTHER PROCEEDING), DAMAGES AND LOSSES, SETTLEMENTS, REDUCTIONS OR OTHER ADVERSE EFFECTS ARISING OUT OF OR RESULTING FROM ANY FUTURE CLAIMS RELATING TO THE EQUIPMENT.

Buyer

By: _____

