

# Resolution

No. 2012-13

*Board of Wayne County Commissioners*  
*Jim Carmichael Ann M. Obrecht Scott S. Wiggam*

*Adopted:* January 4, 2012

*Subject:* **Internet Auction Authorization**

It was moved by Mr. Carmichael and seconded by Mrs. Obrecht that the following resolution be adopted:

WHEREAS, Revised Code Section 307.12(E) allows a Board of County Commissioners to sell by internet auction personal property that is not needed for public use or is obsolete or is unfit for the use for which it was acquired; and

WHEREAS, this Board by authority granted in Resolution No. 2010-87 entered into an agreement with GovDeals, Inc.(agreement is “attached”);

NOW THEREFORE, BE IT RESOLVED as follows:

1. This Board expresses its intent to sell personal property that is not needed for public use or is obsolete or unfit for duty by internet auction.
2. Internet auctions will be conducted through a representative to include GovDeals, Inc., a Delaware Corporation having its principal place of business at 5907 Carmichael Place, Montgomery, Alabama 36117 (Telephone No. 708-714-2600).
3. All internet auctions shall be conducted pursuant to the terms and conditions for on-line sales, a copy of which shall be attached to this resolution. In no case shall the number of days for bidding be less than 10 days, including Saturdays, Sundays and legal holidays.

IT IS FURTHER RESOLVED that the Clerk of the Board give notice of this Board’s intent to sell unneeded, obsolete, or unfit-for-use county personal property by internet auction by publishing a notice at least twice in a newspaper of general circulation in the county; the second notice shall be published not less than 10 nor more than 20 days after the previous notice.

IT IS FURTHER RESOLVED that the Clerk of this Board post a similar notice continually throughout the year in a conspicuous place in both the offices of the County Auditor and the offices of the Board of County Commissioners and post an appropriate notice continually throughout the year on the county's website.

The vote is as follows: Jim Carmichael yea Ann M. Obrecht yea Scott S. Wiggam yea

CERTIFICATE

I, Diane L. Austen, Clerk of the Board of County Commissioners, Wayne County, Ohio, hereby certify that the above is a true and correct copy of the resolution adopted and journalized by said Board on said date.

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Diane L. Austen, Clerk

**GovDeals**  
**Sellers Agreement**  
**Online Sales – Terms and Conditions**

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**Wayne County Commissioners**  
**Wooster, Ohio**

**Online Sales – Terms and Conditions**

**All bidders and other participants of this auction agree that they have read and fully understand these terms and agree to be bound thereby.**

**Guaranty Waiver.** All property is offered for sale "AS IS, WHERE IS." Wayne County Commissioners (Seller) makes no warranty, guaranty or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the property offered for sale. The Buyer is not entitled to any payment for loss of profit or any other money damages – special, direct, indirect, or consequential.

**Description Warranty.** Seller warrants to the Buyer that the property offered for sale will conform to its description. Any claim for misdescription must be made prior to removal of the property. If Seller confirms that the property does not conform to the description, Seller will keep the property and refund any money paid. The liability of Wayne County Commissioners shall not exceed the actual purchase price of the property. Please note that upon removal of the property, all sales are final.

**Personal and property risk.** Persons attending during exhibition, sale or removal of goods assume all risks of damage of or loss to person and property and specifically release the seller and GovDeals from liability therefore.

**Inspection.** Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Bidders must adhere to the inspection dates and times indicated in the item description. See special instructions on each auction page for inspection details.

**Consideration of Bid.** Wayne County Commissioners reserves the right to reject any and all bids and to withdraw from sale any of the items listed.

**Buyer's Certificate.** Successful bidders will receive a Buyer's Certificate by email from GovDeals.

**Buyers Premium.** A 5% Buyers Premium will be added to the final selling price of all items in addition to any taxes imposed.

**Payment.** Payment in full is due not later than **5 business days** from the time and date of the Buyers Certificate. Payment must be made electronically through the GovDeals Website.

Acceptable forms of payment are:

- PayPal
- Wire Transfer
- Visa
- MasterCard
- American Express
- Discover

**PayPal and Credit Card purchases are limited to below \$5,000.00. If the winning bid plus applicable taxes, if any indicated, and the buyer's premium, equals more than \$4,999.99, PayPal and Credit Cards may not be used. If Wire Transfer is chosen, a Wire Transfer Transaction Summary page will provide payment and account information. The Wire Transfer must be completed within 5 days.**

**Escrow Payment.** When the purchase price (of a single item or the aggregate purchase price of multiple items) totals \$5,000 or greater, the Seller may require a down payment from the winning Buyer. This non-refundable fee will be 20% of the total purchase price. When the Seller exercises this option, the Buyer will have 48-hours from the time of issuance of the Buyers Certificate, to comply with this requirement. If Buyer fails to comply with this requirement within the stated time frame, the Seller can declare Buyer in default, bar them from further bidding and have them removed from the GovDeals system. If Buyer is in default, Seller may negotiate with next closest bidder, re-list at another auction and/or pursue all legal proceedings. All monies collected in escrow, will be deducted from total monies due at time of final payment.

**Removal.** All items must be removed within **10 business days** from the time and date of issuance of the Buyer's Certificate. Purchases will be released only upon receipt of payment as specified. Successful bidders are responsible for loading and removal and any and all property awarded to them from the place where the property is located as indicated on the website and in the Buyer's Certificate. The Buyer will make all arrangements and perform all work necessary, including packing, loading and transportation of the property. Under no circumstances will **Wayne County Commissioners** assume responsibility for packing, loading or shipping. See special instructions on each auction page for removal details. Buyer agrees that no monies previously paid to the seller will be refunded after Buyer removes property from the seller's premises. A daily storage fee of \$10.00 may be charged for any item not removed within the 10 business days allowed and stated on the Buyer's Certificate.

**Vehicle Titles.** Seller will issue a title or certificate upon receipt of payment. Titles may be subject to any restrictions as indicated in the item description on the website. Open titles cannot be issued. **Wayne County Commissioners** will not issue replacement titles.

**Default.** Default shall include (1) failure to observe these terms and conditions; (2) failure to make good and timely payment; or (3) failure to remove all items within the specified time. Default may result in termination of the contract and suspension from participation in all future sales until the default has been cured. If the Buyer fails in the performance of their obligations, **Seller** may exercise such rights and may pursue such remedies as are provided by law. **Seller reserves the right to reclaim and resell all items not removed by Buyer by the specified removal date.**

**Acceptance of Terms and Conditions.** By submitting a bid, the bidder agrees that they have read, fully understand and accept these Terms and Conditions of Online Sales, and agree to pay for and remove the property, if the bid is accepted, by the dates and times specified. **These Terms and Conditions are displayed at the top of each page of each item listed on GovDeals. Special Instructions appearing on the asset page will override certain sections of the terms and conditions.**

**State/Local Sales and/or Use Tax.** Buyers may be subject to payment of State and/or local sales and/or use tax. Buyers are responsible for contacting the appropriate tax office, completing any forms, and paying any taxes that may be imposed.

**Sales to Employees.** Employees of the **Wayne County Commissioners** may bid on the property listed for auction, so long as they do NOT bid while on duty.