

RESOLUTION # 2016-10

**RESOLUTION INTENT TO CONDUCT AN INTERNET AUCTION FOR THE SALE
OF UNNEEDED, OBSOLETE OR UNFIT COUNTY PERSONAL PROPERTY IN
CALENDAR YEAR 2016**

The Board of County Commissioners of Carroll County, Ohio, hereinafter referred to as "Board", met in regular session on the 28th day of January, 2016, at the office of the Board located at 119 South Lisbon Street; Suite 201, Carrollton, Ohio 44615.

Commissioner Ohler moved the adoption of the following Resolution:

WHEREAS, House Bill 226 of the 124th General Assembly, which became effective on January 6th, 2002, provides that a board of county commissioners may sell county personal property, including motor vehicles acquired for the use of county offices and departments, and road machinery, equipment, tools, or supplies, which is not needed for public use, is obsolete, or is unfit for the use for which it was acquired, by internet auction; and

WHEREAS, R.C. § 307.12(E), as amended by House Bill 226, requires a board of county commissioners to adopt, during each calendar year, a resolution expressing its intent to sell county personal property by internet auction; therefore be it

RESOLVED, that the Board hereby expresses its intent to sell, by internet auction during calendar year 2016, county personal property which is not needed for public use, is obsolete, or is unfit for the use for which it was acquired; and be it further

RESOLVED, that the internet auction will be conducted in accordance with the terms and conditions described in the document called "Online Sales - Terms and Conditions", a true copy of which is attached hereto and is incorporated herein by reference as if fully re-written herein; and be it further

RESOLVED, that, in addition to the terms and conditions as stated in the aforesaid document called "Online Sales - Terms and Conditions", the internet auction will also be conducted in the following manner and/or under the following additions terms and conditions:

the auction shall be conducted on a continuous basis through accessing the Carroll County web site located at www.carrollcountyohio.us; and be it further

RESOLVED, that the number of days of bidding on the property involved, as specified in R.C. § 307.12(E), will be 15 days, including Saturdays, Sundays, and legal holidays; and be it further

RESOLVED, that in order to enable the Board to use software provided by GovDeals, Inc. to facilitate the offering of county personal property for sale by internet auction, the Board does hereby approve the Online Sales – Terms and Conditions with GovDeals, Inc., a Delaware corporation having its principal place of business at 100 Capital Commerce Blvd, Ste 110, Montgomery, Alabama 36117, telephone number 866-377-1494, to conduct the internet auction on the county's behalf, and a true copy of the said Agreement is attached hereto and is incorporated herein by reference as if fully re-written herein; and be it further

RESOLVED; that the Board will publish in the Carrollton Free Press Standard, a newspaper of general circulation in the county, a summary of the information contained in this resolution and that this summary will be published in that newspaper on the following dates: February 4 & 18, 2016, the second date being at least 10 days after but not more than 20 days after the first publication of the notice; and be it further

RESOLVED, that a notice similar to the one published in the newspaper will be posted continually throughout the remainder of the calendar year 2016 in a conspicuous place in the offices of the county auditor and the offices of the Board and on the Carroll County web site at <http://www.carrollcountyohio.us>; and be it further

RESOLVED, that the Board reserves unto the Board or its representative the right, at a later date, to do any or all of the following: (a) to establish the minimum prices that may be accepted for any specific items of county personal property that is the subject of the internet auction; (b) to establish other or additional terms and conditions concerning any particular internet sale that may occur, including but not limited to terms and conditions concerning requirements for pick up and/or delivery of the property, method of payment, and payment of sales tax in accordance with applicable laws; and/or (c) to reject any and all bids and/or to withdraw from sale any of the items listed; and be it further

RESOLVED, that the information described in the paragraph above will be provided on the internet at the time of the auction itself and, in addition, may be provided before that time, upon request, after the terms and conditions have been determined by the Board or its representative; and be it further

RESOLVED, that the Clerk of the Board is hereby directed to deliver a certified copy of this resolution to the County Auditor of Carroll County, Ohio so that the County Auditor can act on the Certificate of Availability of Funds that is to be attached to the Agreement pursuant to R.C. § 5705.41(D)(1); and be it further

RESOLVED, that the Clerk of the Board is hereby ordered to take the steps necessary to implement this Resolution including making arrangements for publication in the newspaper of a summary of the information contained in this resolution and for posting the required notices in the offices of the County Auditor and Commissioners and on the Carroll County website.

Commissioner White seconded the motion and the roll being called upon its adoption the vote resulted as follows:

Upon call of the roll the vote was recorded as follows:
Mr. Wirkner, Yes; Mr. White, Yes; Mr. Ohler, Yes.

Motion carried on unanimous vote. Resolution adopted this 28th day of January, 2016.

BOARD OF COMMISSIONERS
OF CARROLL COUNTY

ATTEST:

- Valerie S. Mossor
- Christopher R. Modranski, Assistant Clerk I
- Valerie S. Mossor, Assistant Clerk II
- Janice E. Leggett, Clerk Supervisor

Robert E. Wirkner
Robert E. Wirkner, President

Thomas R. White
Thomas R. White, Vice President

Jeffrey L. Ohler
Jeffrey L. Ohler, Commissioner

STATE OF OHIO) SS.
COUNTY OF CARROLL)

I, Janice E. Leggett, Clerk of the Board of Carroll County Commissioners, do hereby certify that the foregoing is a full, true and correct copy of a resolution adopted by said Board at the regularly scheduled and conducted meeting held on the stated date, which resolution is on file and of record in the office of said board.

Janice E. Leggett
Clerk

Carroll County Commissioners
Carrollton, Ohio

Online Sales - Terms and Conditions

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

Guaranty Waiver. All assets are offered for sale “**AS IS, WHERE IS.**” **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 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 the property does not conform to the description, **Seller** will keep the property and refund any money paid. The liability of the **Seller** shall not exceed the actual purchase price of the property. Please note 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 assets 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 asset description. See special instructions on each asset page for inspection details.

Consideration of Bid. **Seller** reserves the right to reject any and all bids and to withdraw from sale any of the assets listed.

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

Buyers Premium. **If a Buyers Premium is shown on the auction page bidder box, then that amount (expressed as a percentage of the final selling price) 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.

Removal. All assets must be removed within **ten (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 of 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 **Seller** assume responsibility for packing, loading or shipping. See special instructions on each asset page for removal details. A daily storage fee of \$10.00 may be charged for any item not removed within the ten (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 restrictions as indicated in the asset description on the website.

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 assets 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 the specified removal date.

Acceptance of Terms and Conditions. By submitting a bid, the bidder agrees they have read, fully understand and accept these Terms and Conditions, and agree to pay for and remove the property, by the dates and times specified. These Terms and Conditions are displayed at the top of each page of each asset 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 seller or the appropriate tax office, completing any forms and paying any taxes that may be imposed.

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