

**RES.23-013 INTENT TO SELL BY INTERNET AUCTION PERSONAL PROPERTY, INCLUDING MOTOR VEHICLES, ROAD MACHINERY, EQUIPMENT, TOOLS, OR SUPPLIES, THAT IS NOT NEEDED FOR PUBLIC USE, IS OBSOLETE, OR IS UNFIT FOR THE USE FOR WHICH IT WAS ACQUIRED**

Mrs. Fouss moved the adoption of the following resolution:

**WHEREAS**, the Board of Township Trustees of Orange Township, Delaware County, Ohio, routinely has personal property, including motor vehicles, road machinery, equipment, tools, or supplies, that is not needed for public use, is obsolete, or is unfit for the use for which it was acquired, which it desires to sell; and

**WHEREAS**, the Board desires to sell that property by Internet auction and R.C. Section 505.10(D) authorizes the Board to sell such personal property by Internet auction;

**NOW, THEREFORE BE IT RESOLVED** that it is the intent of the Board of Township Trustees of Orange Township ("Board") to sell by Internet auction personal property, including motor vehicles, road machinery, equipment, tools, or supplies, that is not needed for public use, is obsolete, or is unfit for the use for which it was acquired.

**BE IT FURTHER RESOLVED** that the manner in which the Internet auctions will be conducted, the number of days for bidding on the property, the identity of the representative contracted to conduct the Internet auctions, the contact information of the representative and the general terms and conditions of sale shall be as indicated in Exhibit "A" attached hereto, bearing in its footer the version identifier of 121416 and fully incorporated by reference into this Resolution as if fully repeated herein.

**BE IT FURTHER RESOLVED** that the Orange Township Administrator is hereby designated as, and for all purposes shall act as, the Board's agent in conducting and/or administrating Internet auctions held pursuant to this Resolution and that this authority includes, but is not limited to, interacting with the contracted representative that will actually conduct the Internet auctions.

**BE IT FURTHER RESOLVED** that, after adoption of this Resolution, notice of the Board's intent to sell unneeded, obsolete, or unfit-for-use township personal property by Internet auction shall be published in a newspaper of general circulation in the township (Delaware Gazette). The notice shall include a summary of the information provided in this Resolution and shall be published at least twice and a notice similar to the published notice shall be posted continually throughout the calendar year in a conspicuous place in the Board's office. The notice may also be posted on the Board's Internet web site.

**BE IT FURTHER RESOLVED** that all formal actions of this Board concerning and relating to the passage of this Resolution were adopted in an open meeting of this Board, and all deliberations of this Board and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including R.C. Section 121.22.

**BE IT FURTHER RESOLVED** that this Resolution supersedes any Resolution of intent to sell personal property via Internet auction adopted by this Board prior to the effective date of this Resolution.

**BE IT FURTHER RESOLVED** that this Resolution shall take effect immediately upon adoption and shall be effective for calendar year 2023.

Seconded by Mr. Grumbles

VOTE: Fouss – Yes

Knapp – Yes

Grumbles – Yes

Exhibit "A"

Version 121416

**MANNER OF CONDUCT OF INTERNET AUCTIONS, NUMBER OF DAYS FOR BIDDING ON PROPERTY, IDENTITY AND CONTACT INFORMATION OF CONTRACTED REPRESENTATIVE CONDUCTING INTERNET AUCTIONS AND GENERAL TERMS AND CONDITIONS OF SALE.**

**Section 1. Minimum price; terms and conditions**

When property is to be sold by Internet auction, the Board of Township Trustees of Orange Township ("Board") or its agent may establish a minimum price that will be accepted for specific items and may establish any other terms and conditions for the particular sale, including requirements for pick-up or delivery, method of payment, and sales tax. This type of information shall be provided on the Internet at the time of the auction and may be provided before that time upon request, after the terms and conditions have been determined by the Board or its agent.

**Section 2. Auctions to be conducted by contractor**

The Board, having entered into a contract with GovDeals, Inc. ("GovDeals"), a Delaware corporation, having its principal place of business at 100 Capital Commerce Blvd, Suite 110, Montgomery Alabama 36117, shall utilize such agreement to conduct the Internet auctions. The GovDeals representative assigned to the Board and his/her contact information is as follows:

Name: Joe Dembek  
Title: Account Manager  
Region: State of Ohio  
Cell Phone: (614) 406-7820  
Email: [jdembek@govdeals.com](mailto:jdembek@govdeals.com)

**Section 3. Description of how auctions will be conducted**

Township owned personal property, including motor vehicles, road machinery, equipment, tools, or supplies, that is not needed for public use, is obsolete, or is unfit for the use for which it was acquired will be posted on an Internet-based auction system for sale for potential buyers to bid upon and purchase these items. The Internet site where the items are posted is owned, managed, and operated by a contractor known as GovDeals, Inc. ("GovDeals"). The Board has contracted with GovDeals to post items and act as a representative of the Board to conduct the auction. Items will be listed for no less than the minimum number of days established by this Resolution.

GovDeals will charge a fee for items that are sold through GovDeal's Internet auction. For any items that are sold, GovDeals will charge a total fee of twelve- and one-half percent (12.5%) of the sales price. Of that fee, the Board pays seven- and one-half percent (7.5%) and the winning bidder pays five percent (5%). There is a minimum fee of Five Dollars (\$5.00).

The base fee of seven- and one-half percent (7.5%) charged to the Board is reduced as follows on sales where the sale price is greater than One Hundred Thousand Dollars (\$100,000.00):

1. Where an asset sells for more than \$100,000, and up to \$500,000 the GovDeals fee is seven and one-half percent (7.5%) of the winning bid up to \$100,000, plus five and one-half percent (5.5%) of the winning bid for auction proceeds in excess of \$100,000 up to \$500,000.
2. Where an asset sells for greater than \$500,000, and up to \$1,000,000 the GovDeals fee is seven and one-half percent (7.5%) of the first \$100,000 of the winning bid, plus a fee of five and one-half percent (5.5%) of the next \$400,000 of the winning bid, plus a fee of three and one-half percent (3.5%) of the bid amount in excess of \$500,000 up to \$1,000,000.
3. Where an asset sells for greater than \$1,000,000 the GovDeals fee is seven and one-half percent (7.5%) of the first \$100,000 of the winning bid, plus a fee of five and one-half percent (5.5%) of the next \$400,000 of the winning bid, plus a fee of three and one-half percent (3.5%) of the next \$500,000 of the winning bid, plus a fee of two and one-half percent (2.5%) of the bid amount in excess of \$1,000,000.

GovDeals shall collect such fees by collecting all proceeds due the Board from the winning bidder and remitting the proceeds to the Board less the GovDeals fee.

The Board may utilize other disposal approaches including, but not limited to, traditional auctioneer services or sealed bids in addition to GovDeal's services. However, the Board may not simultaneously utilize other disposal approaches for an asset at the same time the asset is listed on the GovDeals online auction site.

#### **Section 4. Minimum number of days that property will be offered**

Personal property sold via Internet auction shall be offered for a minimum of ten (10) days including Saturdays, Sundays, and legal holidays.

#### **Section 5. General terms and conditions of sales**

The following terms and conditions shall apply to all sales via Internet auction:

1. Guaranty Waiver. All assets are offered for sale "AS IS, WHERE IS." Neither the Board nor Orange Township, Delaware County, Ohio (collectively "Seller") make any warranty, guaranty or representation of any kind, express 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.

2. **Description Warranty.** Seller warrants to the Buyer the property offered for sale will conform to its description. Any claim for mis-description 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.
3. **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 therefor.
4. **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.
5. **Consideration of Bid.** Seller reserves the right to reject any and all bids and to withdraw from sale any of the assets listed.
6. **Buyer's Certificate.** Successful bidders will receive a Buyer's Certificate by email from GovDeals.
7. **Buyers Premium.** If a Buyer's 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.
8. **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.

9. **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.

10. 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.
11. 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.
12. 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.
13. 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.
14. Sales to Employees. Except as permitted in R.C. Section 511.13, employees of the Seller may not bid on the property listed for auction.