

**RESOLUTION NO. 2025-07**

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

**A RESOLUTION DECLARING THE INTENT OF THE VILLAGE OF OAKWOOD, OHIO TO DISPOSE OF PERSONAL PROPERTY AS HAVING BECOME OBSOLETE, UNNECESSARY OR UNFIT FOR VILLAGE USE THROUGH INTERNET AUCTIONS DURING THE CALENDAR YEAR 2025 AND DECLARING AN EMERGENCY**

**WHEREAS**, pursuant to the Ohio Revised Code Section 721.15(D), the Village of Oakwood desires to adopt this Resolution expressing its intent to sell by internet auction personal property that has become obsolete, unnecessary or unfit for Village use by internet auction during the calendar year 2025; and

**WHEREAS**, Council finds that GovDeals, Inc. at govdeals.com is an appropriate internet auction site; and

**NOW THEREFORE, BE IT ORDAINED** by the Council of the Village of Oakwood, County of Cuyahoga, and State of Ohio that:

**SECTION 1.** During calendar year 2025, the Village's personal property which is not needed for public use or which is obsolete or unfit may be sold at internet auction pursuant to Ohio Revised Code Section 721.15(D).

**SECTION 2.** The said internet auctions will be conducted by GovDeals, Inc. on govdeals.com and will be conducted in accordance with the Village's terms and conditions, which are attached hereto and incorporated as Exhibit "A".

**SECTION 3.** Each item will be offered for sale for not less than a minimum of ten (10) calendar days including Saturdays, Sundays, and legal holidays.

**SECTION 4.** The Clerk is hereby instructed to cause notice of adoption of this Resolution and the Village's intent to sell unneeded, obsolete or unfit personal property of the municipality by internet auction to be published in a newspaper of general circulation. The notice shall include a summary of the information provided in this Resolution and shall be published at least twice, all in accordance with requirements in the Ohio Revised Code Section 721.15.

**SECTION 5.** The Clerk is hereby further instructed to cause a notice containing a summary of the information provided in this Resolution to be posted continually throughout the calendar year 2025 in a conspicuous place in the Clerk's Office or Finance Office and the Village Council. A similar notice shall be posted on the Village's website throughout the calendar year 2025.

**SECTION 6.** All terms and conditions of sale, including but not limited to pick up and delivery, method of payment, sales taxes, and descriptions of the items, shall be specified for each item on the internet auction site.

**SECTION 7.** All items shall be sold without warranty in "AS IN" condition and Village of Oakwood 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.

**SECTION 8.** This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare of the inhabitants of the Village, the reason for the emergency being that the same relates to the daily operation of the municipal departments and the need to authorize this Resolution to allow internet auctions in a timely fashion so that personal property already identified by the Village as being unnecessary, obsolete or unfit can be sold. Therefore, provided it receives two-thirds (2/3) of the vote of all members of Council elected thereto, said Resolution shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED: 1-28-2025

Erica J. Nikolic  
Erica Nikolic, President of Council

Tanya Joseph  
Tanya Joseph, Clerk of Council

Presented to the Mayor 1-29-2025

Approved: 1-31-2025


Gary V. Gottschalk  
Mayor, Gary V. Gottschalk

I, Tanya Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that the foregoing Resolution No. 2025-07 was duly and regularly passed by this Council at the meeting held on the 28<sup>th</sup> day of January, 2025.

Tanya Joseph  
Tanya Joseph, Clerk of Council

**POSTING CERTIFICATE**

I, Tanya Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that Resolution No. 2025-07 was duly posted on the 3<sup>rd</sup> day of February, 2025, and will remain posted in accordance with the Oakwood Village Charter.

  
Tanya Joseph, Clerk of Council

DATED: 2.3.2025

# EXHIBIT “A”

## Village of Oakwood

Oakwood Village, 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.” Village of Oakwood 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 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 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.