

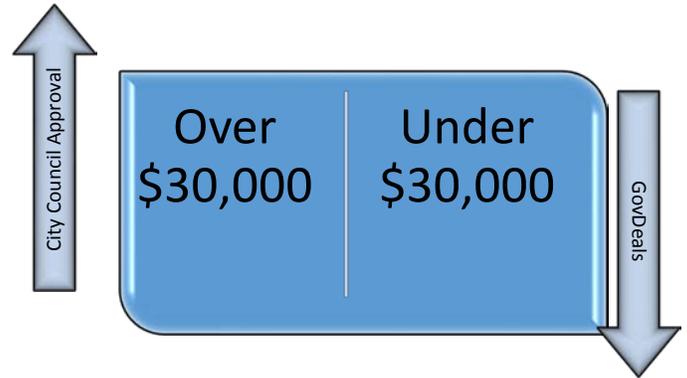
DISPOSAL OF CITY PROPERTY

Real Property – Disposal of real property (land, buildings) always requires City Council approval by resolution.

Personal Property -

Items Over \$30,000 – City Council approval is required to dispose of items over \$30,000.

Items Under \$30,000 – City Ordinance allows for the disposal of property by any legal means that provides the best value to the City upon recommendation of the City private negotiation, advertisement for sealed bids, negotiated offer, public auction or donation to other governmental units.



If an item is not able to be used by another City department, our first choice for disposal is GovDeals.

Steps required for disposal:

- 1 – Department Head must make recommendation and receive approval from City Manager for disposal. To eliminate the appearance of conflict of interest, department heads may not bid on items they recommend for sale. NOTE: Special disposal requirements may apply to items originally purchased with grant funds.
- 2 – When the disposal is approved, submit a description of the item to Finance, preferably using one of the Inspection Forms provided by GovDeals for vehicles or heavy equipment, to aid her entry into GovDeals.
- 3 - If the item is a fixed asset, please reference the fixed asset tag number of the item.
- 4 – Submit electronic photos for use in GovDeals. Be sure to remove decals or other tags identifying the item as belonging to the city before taking photos, and be sure to take a range of photos that will display the true condition of the item. GovDeals recommends about 15 photos for a vehicle, for example.
- 5 – Upon sale of item in GovDeals, meet with buyer, obtain buyer’s signature on the bill of sale, and turn item over to the buyer for removal.
- 6 – Upon receipt of the bill of sale and notification of item’s removal, Finance will enter the pickup information in GovDeals so the City can receive payment. **The City will not receive payment until pickup is noted.**
- 7 – If no bid is received, the City may repost the item on GovDeals, or may choose to discard the item through other means.

Donation to outside agency – The City may transfer ownership by donation to another governmental unit or non-profit agency upon 5 days’ prior public notice and passage of a City Council resolution.

GovDeals – Online Auction Sales Terms and Conditions

All bidders and other participants of this service agree that 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.**” The City of Mebane (Seller) makes no 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 monetary 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 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.**

Personal and property risk. Persons attending during exhibition, sale or removal of goods assume all risks of damage of or loss to persona 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. This certificate should be presented to Seller for receipt/pickup of goods.

Buyer’s 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.

Payment. Payment in full is due **not later than 5 business days** from the time and date of the Buyer’s Certificate. Payment must be made electronically through the GovDeals website. Acceptable forms of payment are:

- Pay Pal
- Wire Transfer
- VISA, Mastercard, American Express, Discover

PayPal and Credit Card purchases are limited to charges below \$5,000. 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 five 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 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 before delivery. 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; 3) failure to removal 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 pursues 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 and Local Sales and/or Use Tax. Buyer may be subject to payment of State and/or local sales and/or use taxes. Buyers are responsible for contacting seller or the appropriate tax office, completing any forms and paying any taxes that may be imposed.

Sale to Employees. Employees of the Seller may bid on the property listed for auction, so long as they were not responsible for making decisions about disposal of the property and do not bid while on duty.