

**CITY OF EATON**

**BID SPECIFICATIONS**

**FOR**

**SALE OF PROPERTY**



**PREBLE COUNTY**  
—♦—♦—♦—♦—♦—♦—  
*Board of*  
**DEVELOPMENTAL**  
**DISABILITIES**

*♻...Putting People First*

**201 E. Lexington Road  
Eaton, Ohio 45320**

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# Preble County Board of Developmental Disabilities (PCBDD)

## BID SPECIFICATIONS FOR SALE OF PROPERTY

### SECTION 1 - CONTENTS AND PURPOSE

These bid specifications set forth certain instructions, terms, and conditions that apply to the sale of County Property conducted pursuant to Sections 307.09 and 307.10 of the Ohio Revised Code. Copies of both Sections are reproduced in full and are attached hereto as *Exhibit A*. Although the instructions, terms, and conditions contained herein do not constitute an ordinance, resolution, or motion binding upon the County, a bidder submitting a bid on a sale conducted pursuant to Sections 307.09 and 307.10 will certify by signing the bid form that the bidder has read the provisions contained herein and that the bidder agrees that the provisions will be strictly enforced in all respects.

### SECTION 2 - DESCRIPTION OF PROPERTY

The Property. The property (*Parcel M40000601402031000*) located at 201 E. Lexington Road, Eaton, Ohio 45320, consists of approximately 3.471 acres of land situated in Preble County, Ohio. The building consists of approximately 145,000 sq. ft. excluding common areas such as hallways and restrooms.

### SECTION 3 - INSTRUCTIONS TO BIDDERS

- 3.1 Pre-Bid Site Visit. The inside of the building on the property for sale will be opened for public viewing on the following times and dates by appointment. Please call Lauran Motte at 937-456-5891 ext. 316 to register.

Tuesday, August 16, 2016 at 3:30 p.m.  
Tuesday, August 23, 2016 at 10:30 a.m.  
Tuesday, August 30, 2016 at 1:00 p.m.

Additionally, any questions related to the process may be directed to Lauran Motte at 937-456-5891 ext. 316 or [lmotte@prebledd.org](mailto:lmotte@prebledd.org).

- 3.2 Preparation of Bid:

- A. General. **Bids are due September 7, 2016 at 9:00 a.m. Local Time.**

Two copies of the bid must be signed and submitted together in a sealed envelope and clearly marked as follows: **"BID FOR PREBLE COUNTY REAL ESTATE – PARCEL *m40000601402031000*"**

- B. Amount of Bid. Under all circumstances, the bid must be expressed in dollars and cents. **This sale is a cash sale. There will be no financing offered by the Preble County Board of Developmental Disabilities (PCBDD), and the PCBDD will not accept property in exchange.**

C. Bid Minimum. A minimum bid of \$565,000 is required. The property will be sold in its current (“as is”) condition.

3.3 Bid Deposit. *Each bid must be accompanied by a deposit of at least 10% based on the minimum bid requirements. Any additional funds needed to reach 10% of the actual sale price will be due within 14 calendar days.* The bid deposit must be in the form of a cashier’s check, certified check, or money order payable to Preble County Board of Developmental Disabilities (PCBDD). The deposit is not refundable if the bid is accepted.

3.4 Receipt and Opening of Bids. Sealed bids are to be delivered to the office of the Preble County Board of Developmental Disabilities, 200 Eaton Lewisburg Road, Eaton, Ohio 45320, on or before September 7, 2016, 9:00 a.m. local time, in accordance with the instructions contained herein. Sealed bids will be opened at the same location on September 7, 2016 at 9:15 a.m. and read aloud; allowing for increases at the time of opening.

3.5 Bids Irrevocable. All bids shall be considered irrevocable. All persons submitting a bid will be notified in writing of the acceptance or rejection of their bid. Failure of the bidder to receive the notice shall not constitute an acceptance of bid.

3.6 Occupancy. An occupancy date of October 31, 2016 +/- 30 days to allow for disposal of public records and property. Should any extension be required, a month to month rental will be implemented. The amount will be negotiated with the buyer within fair market value.

A. Closing until possession. The current building occupant (Preble County Board of Developmental Disabilities) will cover operational costs and building maintenance. Major repairs not covered by insurance will be the responsibility of the buyer.

3.7 Notification of selected Bidder. On or before September 7, 2016, 5:00 p.m. local time, the PCBDD may notify the highest bidder in writing that it is the bidder selected to proceed in the transaction (the “Selected Bidder”)

3.8 Final Award or Rejection of Bids by PCBDD. All bid deposits will be held in escrow by the PCBDD pending award of a bid, or rejection of all bids, by the PCBDD. In order for a bid to be awarded, the PCBDD will adopt a resolution officially awarding the bid and authorizing the Sale Documents. After award of a bid, the transaction shall be binding, subject only to the preparation and execution of the documents necessary to consummate the transaction. The bidder submitting the awarded bid will be referred to hereafter as the “Buyer” and the Buyer’s bid deposit shall be nonrefundable.

3.9 Closing Arrangement:

A. Execution of Documents. On or before the time specified in Section 4.5, after the PCBDD has executed the Sale Documents and the documents are available for delivery to the Buyer, the PCBDD shall notify the Buyer in writing of the location and the time of the closing of the transaction will occur (the “Closing Date”). The transaction will settle on such date, at which time the Buyer will pay the full balance due under the terms and conditions set forth herein. The Buyer’s duty to proceed with the transaction shall not be subject to Buyer’s acceptance, actual, constructive or otherwise, of the Sale Documents.

- B. Payment of Consideration by the Selected Bidder: The selected bidder will be required at the time of closing to pay the difference between the full amount of the bid and the amount of the bid deposit. Payment of any cash consideration must be made in the form of a cashier's check, certified check, or money order payable to Preble County Board of Developmental Disabilities (PCBDD).
- C. Settlement and Other Expenses. The PCBDD will be responsible for any expenses associated with the preparation of the Sale Documents and any fee in accordance with Section 4.2. The PCBDD shall not be responsible for any other fees associated with this transaction.

**SECTION 4 - TERMS AND CONDITIONS OF SALE OF PROPERTY**

- 4.1 Rejection of Bids. The PCBDD reserves the right to reject any or all bids at any time prior to the passage of the resolution authorizing the execution of the deed conveying to the selected bidder the land offered by the PCBDD for sale. A bid will be automatically rejected when:
  - A. It is not accompanied by at least the prescribed amount of the bid deposit as specified in Section 3.3;
  - B. It is not submitted in duplicate;
  - C. Both copies of the bid form are not signed as specified in Section 3.2 (A); and
  - D. It is submitted after the time and date specified in the PCBDD's SEALED BID SALE NOTICE for receipt of bids.
- 4.2 Non-Payment of Brokerage Fees. The PCBDD will not pay a brokerage or real estate agent's fee on the sale of this real estate.
- 4.3 Bidder's Withdrawal Rights. Under no circumstances will a bidder be entitled to withdraw the bid once the bid is awarded.
- 4.4 PCBDD's Rights Upon Failure of Selected Bidder to Close the Transaction. When the deed conveying the parcel offered for sale by the PCBDD has been executed and is ready for delivery, the Selected Bidder will be notified by mail where to call to accept delivery of the deed. If for any reason the Selected Bidder should fail to render full payment of the consideration upon which the bid was based within thirty (30) days after the mailing of the aforesaid notice, such failure shall be construed as a refusal to pay the consideration due the PCBDD under the terms of the bid and as a refusal to accept the deed. Should the Selected Bidder for any reason fail or refuse to close the transaction within the thirty (30) day period, the PCBDD shall have the right, at its option, to retain the bidder's deposit, the amount of the deposit being agreed upon as liquidated damages because of the inconvenience of ascertaining the actual damages and the uncertainty thereof. In addition to the foregoing, it is understood and agreed that the PCBDD shall have the right, at its option, to pursue any and all other remedies available to it at law or in equity, including, but not limited to, the right to demand specific performance on the part of the Selected Bidder. If the PCBDD is successful in enforcing the right to specific performance, it is understood and agreed that upon the PCBDD's demand, the Selected Bidder shall pay to the PCBDD

reasonable attorney's fees incident thereto.

- 4.5 Conveyance by the PCBDD. Subject to its right to reject bids under Section 3.2, the PCBDD shall tender an executed deed conveying the land offered by it for sale within one-hundred-twenty (120) days after the date of passage of the ordinance determining a Selected Bidder. Failure on the part of the PCBDD to tender such deed within the one-hundred-twenty (120) day period shall entitle the Selected Bidder to refuse to close the transaction by giving written notice to the PCBDD. Upon receipt of written notice of refusal, the PCBDD will refund the Selected Bidder's deposit. Neither the PCBDD nor the Selected Bidder shall be liable to any party in any respect as a result of such refusal to close the transaction under this circumstance.
- 4.6 Bidder's Duty to Inquire As to Quality of Title. Each bidder shall be solely responsible to inquire as to the quality of the title of each parcel offered for sale by the PCBDD.
- 4.7 Rights of Persons in Possession. If the land offered by the PCBDD for sale, whether improved or unimproved, is, or appears to be, in the possession of any person whomsoever, each bidder, before submitting a bid on the parcel, shall satisfy himself as to the rights, if any, of the person in possession. A Selected Bidder shall not be entitled to refuse to close the transaction because of the rights of any person in possession on the date the bid was submitted.
- 4.8 Ad Valorem Taxes. Should there be any tax payments due, it is specifically understood and agreed that the selected bidder will be purchasing the parcel subject to such tax liabilities and will be responsible for payment thereof. By acceptance of a deed from the PCBDD, the Selected Bidder is put on notice that the land conveyed to him will thereafter be subject to assessment for all taxes.
- 4.9 Conveyance Instruments. The deed conveying land offered by the PCBDD for sale will be based on the description of the land prepared and/or approved by the County Prosecutor. The name of the grantee in the deed shall be the same as the name on the bid form of the person, corporation, or other business firm submitting the bid. The deed shall be in the form commonly referred to as a "*Special Warranty Deed*" under which the PCBDD will warrant title ". . . by, through, or under itself, but not otherwise . . . ," and the conveyance shall be subject to all easements, public utilities, restrictions, covenants, conditions of record, and any other special restrictions specified in these bid specifications.
- 4.10 Inspection. Bidder represents that Bidder (or its agents or consultants) may have inspected, by the close of the bid period, the Land, together with any buildings included in the sale, will be familiar with its condition, and accepts same AS IS, AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS ON THE PART OF the PCBDD as to what that condition may be. Bidder further represents that Bidder has determined that any buildings exist and are present on the land.
- 4.11 Restrictions:
- A. General. It will be the sole responsibility of the bidder to become familiar with whatever restrictions are enforceable on the land being offered by the PCBDD for sale whether of record or not. The PCBDD makes no representations, guarantees, or warranties as to what may be built on the property or as to what use may be made of it.

**SECTION 5 - EXHIBITS AND APPENDICES**

5.1 Exhibits.

Exhibit A: Section 307.09 Sale, lease, or rent of real estate – proceeds, and 307.10 Procedure for sale, lease, transfer or granting or rights in real property.

## **307.09 Sale, lease, or rent of county real estate - proceeds.**

(A) If the interests of the county so require, the board of county commissioners may sell any real property belonging to the county and not needed for public use, including all or portions of buildings acquired by the board to house county offices, or may lease or rent the same, but no such lease shall be for a longer term than five years, unless such lease is part of a lease-purchase agreement, in which case the lease may be for a period not exceeding twenty-five years, or unless the lease is to a commercial tenant who uses the property as a retail store room, office, or restaurant, and the leased property is located in a building initially acquired to house county offices or in a parking facility constructed or acquired to serve a building that houses county offices, in which case the lease may be for a period not exceeding twenty years, and may include provision for one or more renewals for lesser periods. In the case of real property used or to be used for the purpose of airports, landing fields, or air navigational facilities, including restaurants, parking lots, motels, gasoline service stations, public recreation facilities, public parks, office buildings, retail stores for merchandising or services, and industrial uses located or to be located thereon, or parts thereof, belonging to the county, the primary term of such lease shall not exceed twenty-five years and the board of county commissioners may renew such leases for one or more periods of years. The total of such renewal periods, when added to the primary term of such lease, shall not exceed sixty years.

(B) The board may grant leases, rights, and easements to the United States government, to the state or any department or agency thereof, or to municipal corporations or other governmental subdivisions of the state for public purposes, or to privately owned electric light and power companies, or natural gas companies, or telephone or telegraph companies for purposes of rendering their several public utilities services, or to corporations not for profit for hospital, charitable, water, sewer, any of the purposes specified in section 1724.01 of the Revised Code, or recreational purposes, including among other such purposes memorial structures, parks, golf courses, and underground structures, poles, piers, towers, wires, pipelines, underground cables, and manholes, on or in lands owned by the county where such lease, right, or easement is not deemed by the board to be inconsistent with the need of such land for public use by the county. Any such lease, right, or easement granted to the United States government, to the state or any department or agency thereof, or to a municipal corporation or other governmental subdivision of the state, or to privately owned electric light and power companies, or natural gas companies, or telephone or telegraph companies for purposes of rendering their several public utilities services, or to corporations not for profit for hospital, charitable, water, sewer, or recreational purposes, may be for such length of time, upon such terms, for such purposes, and may provide for such renewals thereof as the board deems for the best interests of the county.

(C) In case of the sale of such real property not used for county purposes, and in case of a lease of real property used or to be used for the purpose of airports, landing fields, or air navigational facilities, including restaurants, parking lots, motels, gasoline service stations, public recreation facilities, public parks, office buildings, retail stores for merchandising or services, and industrial uses, and in case of such a grant of lease, right, or easement to the United States government, to the state or any department or agency thereof or to a municipal corporation or other governmental subdivision of the state, or to privately owned electric light and power companies, or natural gas companies, or telephone or telegraph companies for purposes of rendering their several public utilities services, or to corporations not for profit for hospital, charitable, water, sewer, or recreational purposes, all or such part of the proceeds thereof as the board designates may be placed by the board in a separate fund to be used only for construction, equipment, furnishing, maintenance, or repair of the county buildings and the acquisition of sites therefor, or for the payment of principal of or interest on bonds of the county issued for any county building.



Effective Date: 03-12-2001; 2008 SB353 04-07-2009

## **307.10 Procedure for sale, lease, transfer or granting of rights in real property.**

(A) No sale of real property, or lease of real property used or to be used for the purpose of airports, landing fields, or air navigational facilities, or parts thereof, as provided by section 307.09 of the Revised Code shall be made unless it is authorized by a resolution adopted by a majority of the board of county commissioners. When a sale of real property as provided by section 307.09 of the Revised Code is authorized, the board may either deed the property to the highest responsible bidder, after advertisement once a week for four consecutive weeks in a newspaper of general circulation in the county or as provided in section 7.16 of the Revised Code, or offer the real property for sale at a public auction, after giving at least thirty days' notice of the auction by publication in a newspaper of general circulation in the county. The board may reject any and all bids. The board may, as it considers best, sell real property pursuant to this section as an entire tract or in parcels. The board, by resolution adopted by a majority of the board, may lease real property, in accordance with division (A) of section 307.09 of the Revised Code, without advertising for bids.

(B) The board, by resolution, may transfer real property in fee simple belonging to the county and not needed for public use to the United States government, to the state or any department or agency thereof, to municipal corporations or other political subdivisions of the state, to the county board of developmental disabilities, or to a county land reutilization corporation organized under Chapter 1724. of the Revised Code for public purposes upon the terms and in the manner that it may determine to be in the best interests of the county, without advertising for bids. The board shall execute a deed or other proper instrument when such a transfer is approved.

(C) The board, by resolution adopted by a majority of the board, may grant leases, rights, or easements to the United States government, to the state or any department or agency thereof, or to municipal corporations and other political subdivisions of the state, or to privately owned electric light and power companies, natural gas companies, or telephone or telegraph companies for purposes of rendering their several public utilities services, in accordance with division (B) of section 307.09 of the Revised Code, without advertising for bids. When such grant of lease, right, or easement is authorized, a deed or other proper instrument therefor shall be executed by the board.

Amended by 129th General Assembly File No.28, HB 153, §101.01, eff. 9/29/2011.

Amended by 128th General Assembly ch.28, SB 79, §1, eff. 10/6/2009.

Effective Date: 10-29-1993; 2008 SB353 04-07-2009