



# ROSS TOWNSHIP RESOLUTION NUMBER 2017-003

## RESOLUTION DECLARING INTENT TO CONDUCT AN INTERNET AUCTION FOR THE SALE OF UNNEEDED, OBSOLETE OR UNFIT TOWNSHIP PERSONAL PROPERTY EFFECTIVE UNTIL DECEMBER 31, 2017

WHEREAS, ORC Section 505.10(D) authorizes a Board of Township Trustees to dispose of unneeded, obsolete or unfit personal property through the use of an Internet Auction; and

WHEREAS, that statute requires a Board of Township Trustees to adopt, during each calendar year, a resolution expressing its intent to sell personal property by Internet Auction.

**BE IT RESOLVED**, by the Trustees of Ross Township, Butler County, Ohio, as follows:

### **SECTION 1-A:**

The Board does hereby express its intent to dispose of unneeded, obsolete or unfit personal property by Internet Auction during calendar year 2017.

### **SECTION 1-B:**

The personal property disposed of through Internet Auction may include, as specified in O.R.C. Section 505.10(D), motor vehicles, road machinery, equipment, tools or supplies, any of which is either unneeded, obsolete, or unfit for the use for which it was acquired.

### **SECTION 1-C:**

The Internet Auction will be conducted in such manner and under such general terms and conditions as are set forth in Exhibit A, a copy of which is attached hereto and incorporated into this Resolution.

### **SECTION 1-D:**

All auctions shall be conducted on a continuous basis by the Township on <http://govdeals.com> with instructions also posted on its website which is located at <http://www.rosstwp.org>. However, the Township reserves the right to contract with a representative to conduct the auction.

### **SECTION 1-E:**

After adoption of this resolution, the Board shall publish, in a newspaper of general circulation in the township, notice of its intent to sell unneeded, obsolete, or unfit-for-use township personal property by internet auction. The notice shall include a summary of the information provided in the resolution and shall be published at least twice. A similar notice also shall be posted continually throughout the calendar year in a conspicuous place in the board's office. The Board may also cause notice to be inserted in trade papers

or other publications designated by it or to be distributed by electronic means, including posting the notice on the board's internet web site. If the Board posts the notice on its web site, it may eliminate the second notice otherwise required to be published in a newspaper of general circulation in the township, provided that the first notice published in such newspaper meets all of the following requirements:

1. It is published at least two weeks before the internet auction begins.
2. It includes a statement that the notice is posted on the board's internet web site.
3. It includes the internet address of the Board's internet web site.
4. It includes instructions describing how the notice may be accessed on the Board's internet web site.

**SECTION 1-F:**

That the Township Administrator is hereby appointed as the Board's representative for purposes of administering the Internet Auction Program and is hereby given the authority needed to effectuate the same.

**SECTION 1-G:**

That the Township Administrator is hereby directed to prepare and submit to the Board, as the Board may request, a report which details the sale of unneeded, obsolete or unfit personal property by Internet auction as well as any other information which this Board may request from time to time.

**SECTION 1-H:**

That the Fiscal Officer be, and he hereby is, authorized and directed to certify a copy of this resolution to the contact person in the event the Board subsequently contracts with a representative to conduct the auction.

**SECTION 2:**

This resolution shall take effect retro-actively on January 1, 2017 following the filing of this resolution with the Ross Township Fiscal Officer.

**SECTION 4:**

It is hereby determined that all formal actions of the Board of Trustees relating to the adoption of this Resolution were taken in an open meeting of the Board of Township Trustees and that all deliberations of such Board of Trustees were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

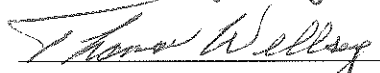
**INTRODUCTION AND VOTE RECORD:**

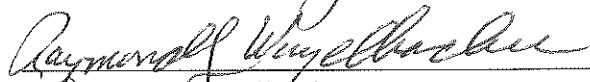
Trustee Yordy introduced the foregoing Resolution and moved its adoption, Trustee Wurzelbacher seconded the Motion. The roll being called upon the question of adoption of the Resolution by the Township Fiscal Officer, the vote resulted as follows:

Trustees: Willsey AYE Wurzelbacher AYE Yordy AYE

Adopted at the meeting of the Ross Township Board of Trustees this 4<sup>th</sup> day of January, 2017.

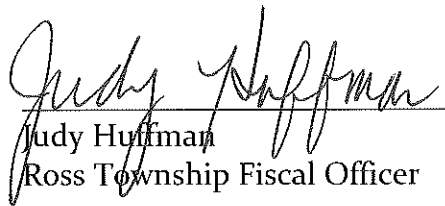
  
Ellen Yordy, President

  
Thomas Willsey, Vice President

  
Raymond Wurzelbacher, Trustee

**AUTHENTICATION**

This is to certify that this resolution was duly adopted by the Board of Trustees, and filed with the Ross Township Fiscal Officer, this 4<sup>th</sup> day of January, 2017.

  
Judy Huffman  
Ross Township Fiscal Officer

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This Bidders Agreement ("Agreement") contains the terms and conditions applicable to bidders (sometimes referred to as "You" or "Bidder" or "Buyer") using the services of GovDeals, Inc. a Delaware corporation ("GovDeals" or "We") to purchase goods sold by third party sellers ("Seller"). Together, Bidders, Buyers, and Sellers constitute the users of the GovDeals website ("User"). We have the right to amend this Agreement at any time by posting the amended terms on our site. Unless otherwise stated, all amended terms shall be effective immediately. It is your responsibility to read this Agreement and to seek out clarification if You do not understand any of the Terms or Conditions included in this Agreement. By using the GovDeals on-line auction service, you agree to all of the terms hereof.

1. Eligibility: You may only use GovDeals on-line auction services if You can form legally binding contracts under applicable law and have not been barred or suspended by GovDeals. GovDeals maintains the right to refuse service to any party.
2. Fees and Services: There are no fees for registering as a Bidder and bidding on GovDeals. If, however, you bid on item, are the successful Bidder, and do not purchase same, you may be, at our sole option, assessed a liquidated damages fee equal to 40% of your successful bid price. Because it is rarely possible to determine the actual damages incurred by GovDeals due to a Buyer's failure to consummate a sale, You agree that the liquidated damages fee described herein shall represent the exclusive remedy of GovDeals for any failure to complete a sale on which you were the high Bidder.
3. Limited Purpose: Our site allows sellers to list items for sale and potential Buyers to bid on those items. In most cases, we will not be involved in the actual transaction between Buyers and Sellers. We have no control over the items listed or the truth and accuracy of the listings, the ability of Sellers to legally sell items or the ability of Buyers to buy items. We cannot ensure that any transaction will actually be completed.
4. Limited Verification and Authentication: When GovDeals registers Bidders and Sellers, it attempts to authenticate their identities. However, registering using false or misleading information with the intent to do harm to GovDeals, Inc., the site, Sellers, or other Buyers may subject the registrant to legal damages and criminal prosecution associated with their fraudulent or misleading conduct.
5. Release from Liability: All actual transactions take place between the Bidder and the Seller, and GovDeals is not a party to the transaction. You release GovDeals, its affiliates, parent company, and their directors, officers, employees, agents, successors and assigns from any and all claims, including claims for attorney's fees and expenses, demands, damages, actions, causes of actions, suits of any kind and liabilities (collectively, the "Claims") that may result from your use of our services, software or applications. IN NO EVENT, SHALL WE OR OUR SUPPLIERS BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH OUR SITE, OUR SERVICES, OR THIS AGREEMENT EVEN WHEN WE HAVE BEEN ADVISED THAT SUCH DAMAGES MAY EXIST.
6. Indemnity: You agree to indemnify, defend and hold harmless GovDeals, its affiliates

and parent company, and their directors, officers, employees, agents, successors and assigns from and against any and all debts, liabilities, obligations, claims, suits, judgments, damages, expenses, including attorney's fees, and demands, made or incurred by any third party arising out of your breach or alleged breach of this agreement or your violation or alleged violation of any applicable law or any rights of a third party.

7. Accuracy: GovDeals does not control the information provided by Users that is made available through our system and accepts no responsibility for its accuracy.

8. Bidding and Buying: GovDeals employs a phased entry approach or probationary period for new bidders to place bids and purchase items on the GovDeals website. The reason for this policy is that we have experienced a recurring problem with new bidders placing numerous amounts of bids and winning numerous items, but not following through with the payment and pick up process. In other words, they walk away from their obligation to the seller. Because of this situation, new bidders can only have three (3) transactions open at any one time during the first thirty (30) day period, six (6) transactions open at any one time during the second thirty (30) day period and nine (9) transactions open during the third thirty (30) day period. Subsequent to paying for and picking up all items won during the ninety (90) day probationary period, the bidder may bid on as many items as they choose, as long as they continue to pay for and pick up the items won within the time frame stated by the seller. If it is discovered that the bidder is opening multiple accounts in order to circumvent the probationary period, all of the bidder's accounts will be locked and the bidder will be barred from future use of the GovDeals online auction website. If the bidder does not pay for and pick up the items won within the stated time frame, the bidder will be assessed liquidated damages equal to 40% of the successful bid price thereon and, at our discretion, be subject to suspension or de-activation of the bidder's account, which will prevent the bidder from using the GovDeals on-line auction service in the future. These conditions may be listed in the item's description or linked to from the asset to the terms and conditions. This paragraph notwithstanding, the bidders are not obligated to complete a transaction that is in violation of this Agreement or is otherwise unlawful. The Seller reserves the right to use proxy bidding and extension of bid. If the bidder does not want to be restricted to the amount of items they are allowed to purchase during the ninety (90) day probationary period, the bidder may send GovDeals a \$1,000 refundable deposit and the ninety (90) day restriction will be removed from the bidder's account upon receipt of the deposit. The deposit must be made to GovDeals, Inc. in the form of a Certified Cashier's Check or U.S. Postal Money Order. Once ninety (90) days has passed from the date the bidder registered, GovDeals will return the bidder's deposit.

9. These Terms of Use involve the sale of Assets which are subject to U.S. government export control laws and regulations and may, in certain cases, also be subject to foreign export laws and regulations. In order to ensure compliance with such laws and regulations, Buyer agrees as follows:

- a. Buyer acknowledges that its receipt and use of the Assets may be subject to U.S. export control laws and regulations and may be subject to other foreign export laws and regulations.
- b. Buyer is not a citizen, national, permanent resident of, or incorporated or organized to do business in, and is not under the control of, the governments of Cuba, Iran, North

Korea, Sudan or Syria. Buyer will not sell, transfer or otherwise re-export the Assets, directly or indirectly, to the above mentioned countries or to citizens, nationals or permanent residents of those countries or any other countries that may be blocked or restricted by the U.S. Government.

c. Buyer is eligible to receive exports of the Assets if Buyer is not listed on any of OFAC's list of Specially Designated Nationals or on the U.S. Department of Commerce's Table of Denial Orders or Entity List or Unverified List. Buyer will not sell, transfer or otherwise re-export the Assets, directly or indirectly, to any ineligible persons.

d. Buyer will not use the Assets and will not enable the Assets to be used for any purposes prohibited by U.S. export laws and regulations, including the development, design, manufacture or production of nuclear, missile, chemical and biological weapons and technology.

e. Buyer will not export or import the Assets in contravention of any applicable foreign export or import laws.

10. Posted Information: You agree that any information You post to the GovDeals site or provide to other users of GovDeals is truthful and accurate; shall not be fraudulent or willfully misleading; shall not infringe any third party's copyright, patent, trademark, trade secret, or other proprietary rights or rights of privacy; shall not violate any law, statute, ordinance, or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination, or false advertising); shall not be defamatory, trade libelous, unlawfully threatening or harassing; shall not be obscene or contain pornography; shall not contain any viruses, Trojan horses, worms, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data or personal information from GovDeals systems or those of its users; shall not create liability for us; and shall not link directly or indirectly to sites or organizations in direct or indirect competition with GovDeals.

11. Access and Interference: You agree that You will not use any robot, spider, other automatic device, or manual process to monitor or copy our web pages or the content contained herein without our prior express written permission. You agree that you will not use any device, software, or routine to interfere or attempt to interfere with the proper working of our site or any auction being conducted on our site. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on our infrastructure.

12. No Warranty: OUR WEB SITE AND SERVICES ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY. WE SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you. This warranty gives you specific legal rights and you may also have other legal rights which vary from state to state.

13. Links to Third Parties' Sites. This Web Site may contain links and pointers to sites maintained by third parties. GovDeals does not operate or control, in any respect, any software, hardware, information, products or services received on or through such third-

party sites. Third-party links and pointers are included solely for the convenience of users, and do not constitute any endorsement, representation, warranty or guarantee by GovDeals of such third-party sites. You assume sole responsibility and risk for use of such third-party links and pointers.

14. Application Service Providers. This Web Site may contain pages that are maintained or hosted by third parties, including application service providers (ASPs). GovDeals does not operate or control, in any respect, any software, hardware, information, products or services associated with or received on these pages on the Web Site, and cannot guarantee the privacy or security associated with these pages.

15. Privacy. Our policies with respect to Information and other data concerning users are set forth in our Privacy Policy, which is incorporated by reference to this Agreement. By using the Web Site, you consent to the collection and use of Information and other data in accordance with the Privacy Policy and this Agreement.

16. Legal Compliance: You shall comply with all applicable laws, statutes, ordinances and regulations regarding your use of our service. Bidding on an asset with the intent not to complete the transaction or bidding on multiple assets causing disruption to the process and not completing the transactions may be considered tortious interference, trespass to chattels, or breach of contract, and may be prosecuted to the fullest extent of the law.

17. No Agency: We are independent contractors, and no agency, partnership, joint venture or employee-employer or franchiser-franchisee relationship is intended are created between you and GovDeals by this Agreement.

18. Arbitration: You agree to work with the Seller or GovDeals in good faith to attempt to resolve any dispute prior to seeking arbitration. Any controversy or claim arising out of or relating to this Agreement, the breach thereof, or our services, which exceeds \$10,000.00, shall be settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any such controversy or claim shall be addressed on an individual basis, and shall not be consolidated with any claim or controversy of any other party.

19. Governance: This Agreement shall be governed in all respects by the laws of the State of Alabama as such laws are applied to agreements entered into and to be performed entirely within Alabama between Alabama residents.

20. Provision of Service: The operation of the GovDeals site is dependent upon numerous factors outside our control and we do not guarantee its continuous, uninterrupted, or secure operation.

21. Severability: If any provision of this Agreement is held or determined to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.

22. Headings: Headings are for reference purposes only and in no way affect the interpretation of this Agreement.

23. Non-waiver: Our failure to enforce any provision of this Agreement at any time does not waive our right to enforce the same or any other provision(s) hereof in the future. Any waiver of any term or condition of this Agreement shall be in writing, signed by an executive of GovDeals, and shall be effective only for the instance specified to in the writing.

24. Entire Agreement: This Agreement sets forth the entire understanding and agreement between us with respect to the subject matter hereof. This Agreement may not be supplemented, added to, or amended by any oral representations of GovDeals employees, officers or directors.

25. Binding Effect: This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Any warranties, covenants and representations of the parties shall survive termination of the Agreement.

26. Exclusivity, Confidentiality: The proprietary Internet based auction system, environment and components (collectively, the "System") provided by GovDeals under this Agreement are and will remain the exclusive property of GovDeals. GovDeals retains and reserves all rights to the proprietary intellectual property, including, but not limited to, all copyrights and trademarks, of and to the System.

27. Default by Bidder: In the event You default under this Agreement by failing to purchase an item for which You are the highest bidder, or any other default, we may specifically enforce this Agreement and may, in addition to any other rights at law or in equity, bring suit to collect any service fee due us under paragraph 2 above. In the event we retain a collection service or attorney in order to enforce our rights, including collecting said service fee, You will be responsible for paying a reasonable collection service fee, as well as attorney's fees and court costs.

28. Consent to E-Mail Correspondence from GovDeals. You hereby consent to allow GovDeals to send future correspondence to You via electronic mail ("e-mail") that notifies You of auction items that GovDeals, in its sole discretion, believes may interest You. Any such e-mail correspondence to You (i) shall be clearly and conspicuously identified as sent by GovDeals; (ii) shall describe how You may choose not to receive such e-mail correspondence from GovDeals; and (iii) shall clearly and conspicuously display a functioning return e-mail address to enable You to reply to GovDeals.

29. This Bidder's Agreement was last revised on November 9, 2011.

By clicking "I Accept" below, you agree:

1. you have the legal standing to enter into such Agreements;
2. that you have read, understand and agree to abide by this Agreement and any documents it incorporates by reference;
3. you intend to form a legally binding contract; and
4. a print out of this Agreement and any documents it incorporates by reference will constitute "a writing" under any applicable law or regulation.