



City of Saginaw

Meeting Date: 7/17/2018

Staff Contact: Rick Trice, P.E.
Director of Public Works

Agenda Item: 4b
(CC-0718-02)

E-mail: rtrice@saginawtx.org

Phone: 817-230-0449

SUBJECT: Action regarding Disposal of City Surplus Items and Agreement with Tommy Lutes Auctioneers for Auction of City Surplus Items

BACKGROUND/DISCUSSION:

Periodically, the City disposes of surplus items that are either no longer used, are broken or have been deemed past their useful life. The last auction of surplus items was held in 2017. Attached is a list of surplus items currently on hand. For many years, the City has used the services of Tommy Lutes Auctioneers to dispose of the surplus items. They provide auction services for many local municipalities.

<u>Item</u>	<u>VIN No./Description</u>
2005 Ford Expedition	1FMPU155535LA06051
1997 Ford Expedition	1FM EU1765VLB82340
2006 Ford F350	1FTW31586EB27319
2005 Ford F150	AFTRF12W45KD67976
2008 Ford CV	2FAHP71V89X110590
2006 Ford F150	1FTRX12W56KA83206
Batwing Rhino Mower	FM15 15782
Rhino 8 Foot Mower	TW96 13275
Aluminum Dog Pen Pieces	50 pcs.
Stainless Steel Serving Stand	
Aluminum Camper Shell	

FINANCIAL IMPACT:

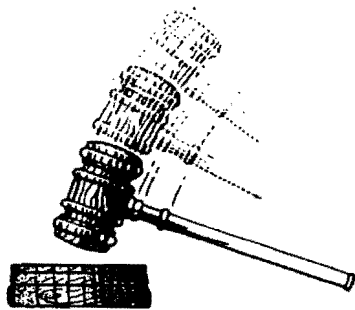
There is no financial impact involved in approving the list of surplus property. The costs of the auction will be covered by the proceeds of the items sold.

RECOMMENDATION:

Staff recommends approval of the list of surplus items as presented and the agreement with Tommy Lutes Auctioneers for auction of those items.

Attachments

Proposed Agreement with Tommy Lutes Auctioneers



Tommy Lutes Auctioneers

(817) 713-6906

Tommy Lutes, Jr
Professional Auctioneer

AUCTION CONTRACT

This auction agreement is entered into by Tommy Lutes Auctioneers Ft Worth
Auction Company City

Texas, hereinafter referred to as Auctioneers, and City of Saginaw
State

Address 333 W McLeroy

City Saginaw State Texas Phone 817-232-4640

Hereinafter referred to as Owner under the following terms and conditions.

Auctioneers agree to conduct a public auction sale or otherwise sell the following described property belonging to owner. The auction sale to be conducted at 9218 West Fork Trl Ft Worth TX

Auction is to be held on 28th day of July year 2018

PROPERTY TO BE SOLD

See attachments _____ through _____ for additional property to be sold.

THIS CONTRACT SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

- 1 Owner agrees to pay Auctioneers for the service rendered by Auctioneers a commission of 10% Rolling Stock 15% on misc % of the gross receipts of from all sales during the period of this contract whether such sales are made at public auction by private sale or in any other manner. A full commission shall be due and payable to Auctioneers immediately following the completion of each sale whether the sale is made in cash on terms determined by the Owner.
- 2 Auctioneers agree to prepare all advertising material and publicity necessary to advertise and promote attendance of buyers and shall be paid the sum of \$ none for same.
- 3 Auctioneers agree to remit gross proceeds from sale of the property herein above described, less Auctioneers commission, advertising costs, and advances, if any, to Owner within a period not exceeding 20 banking days following the date (s) of said auction.
- 4
- 5 Owner hereby agrees to sell the above property to the highest bidder and to deliver to the purchaser Bill of Sale and Titles free of all liens and encumbrance.
- 6 Owner promises and agrees that the above described property will be delivered to sale site prior to sale date, and in the event of a failure of Owner to deliver said property, or if Owner shall breach this contract, said Owner agrees to pay the commission and advertising costs as above provided, said commission to be based on the market value of said property.
- 7 Owner agrees that after the execution of this contract that he will not sell or cause to be sold any of the property described in this agreement, save and except through the Auctioneers, and agrees that he may be restrained from selling such property after the execution of this contract except through the Auctioneers. The Auctioneers have entered into this Agreement relying upon such representations and in consideration thereof, the Owner shall indemnify and save the Auctioneers harmless against any and all claims made by any person, firm or corporation claiming to be a creditor of Owner.
- 8 Auctioneers shall have the right, after receiving their compensation as provided herein, to use the residue of funds to first pay any bonafide liens which are shown in the exhibits attached hereto or which may be brought to their attention and which are not listed in said exhibits.
- 9 Owner warrants that this sale is being held for the purpose of Surplus hereby authorizes and commissions the Auctioneers to so advertise and publicize the above mentioned auction.
- 10 Owner appoints Auctioneers his attorneys in Owner's name and in his behalf, and as fully and to the same extent as Owner could do personally, to execute all necessary deeds, Bill of Sale, conveyances and other instruments of every nature whatsoever necessary or convenient to the carrying out of the power of sale herein granted and the transfer of title to the property herein above described to the purchasers thereof.
- 11 It is specifically understood and agreed that in the event the Owner fails or refuses to carry out the terms of this agreement that the Auctioneers shall then be entitled to the sum of \$ None as liquidated damages as a reimbursement for expense profits which the Auctioneers would have otherwise earned.
- 12 Auctioneers agree to conduct a public auction for Owner, WITHOUT MINIMUM OR RESERVE, at the time and place hereinafter stated. It is further understood that there shall be no "BID INS" or "BUY BACKS" at said auction.
- 13 Auctioneer agrees to provide Transportation to sale site And setup of Auction and all persons for said auction we will collect and remit all state and local sales taxes in accordance with state law
- 14 Owner agrees to provide: nothing

Approved and Executed this _____ day of June year, 2018

Tommy Lutes Auctioneers 9612
Auction Company

9218 West Fork Rd
Address

Ft Worth Texas 76179
City State Zip

817-713-6906
Phone

Signature

City Of Saginaw
Owner or Agent

333 W Mcleroy
Address

Saginaw Texas 76179
City State Zip

817-232-4640
Phone

Signature