



City of Saginaw

Meeting Date: 04/05/2016

Staff Contact: Mark White
Director of Public Works

Agenda Item: 4b
(CC-0416- 02)

E-mail: mwhite@saginawtx.org

Phone: 817-230-0500

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

BACKGROUND/DISCUSSION:

The last auction of surplus items was held in 2014. Attached is a list of surplus items currently on hand. Those items come from various departments who no longer utilize the items or the items are broken. 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.

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

Memo with Surplus Property List and Proposed Agreement from Mark White

To: Nan Stanford, City Manager
From: Mark White, Director of Public Works
Subject: Declare Surplus Property & Authorize Auctioneering Services
Date: March 30, 2016

Attached please find a spreadsheet of items that are requested to be disposed of. The items come from various departments who no longer utilize the item, the item is obsolete, or the items are broken.

Staff requests the Council declare the property as surplus and authorize the City Manager to dispose of the property.

The City has long used Tommy Lutes Auctioneers to sell surplus property; Mr. Lutes provides this service for many local municipalities. Attached is his proposal for his services.

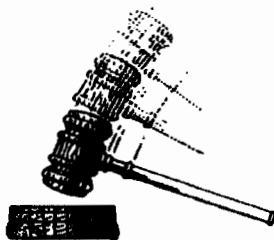
Staff recommends approval.

**CITY OF SAGINAW
2016 AUCTION ITEMS**

DEPT	QUANTITY	ITEM	BRAND	MODEL #	VIN OR SN	CONDITION
City Hall	1	copy machine	OCE	m2830		unknown
City Hall	1	copy machine	Canon	CM4521		Obsolete Parts
City Hall	4	television		small		Broken
City Hall	1	arm chairs		----		Obsolete Parts
City Hall	4	filling cabinets		----		Broken
City Hall	1	television		large		Obsolete Parts
City Hall	5	stack on metal cabinets		small		Obsolete Parts
City Hall	2	projector	Series A	A1-1000		Obsolete Parts
City Hall	4	wall pictures		----		Obsolete Parts
City Hall	1	wood desk		----		Obsolete parts
City Hall	1	fax machine	Brothers	870MC		Obsolete Parts
City Hall	1	evirac aire machine	Honeywell	----		Obsolete Parts
City Hall	1	radio small cd no cord	Sony	----		Broken
City Hall	1	television small	Phillips	----		unknown
City Hall	7	office chairs		----		Obsolete Parts
City Hall	4	office desks		----		Obsolete Parts
City Hall	2	office lamps		----		Obsolete Parts
City Hall	1	projector small		----		Obsolete Parts
City Hall	2	television small		----		Obsolete Parts
City Hall	1	vcr		----		Broken
City Hall	1	dvd player	Apex	----		Broken
City Hall	11	Armless Chairs				
City Hall	3	Chairs with padded arms				
City Hall	1	Secretary chair				
City Hall	1	Wooden Display Cabinet				
City Hall	2	Bar Stools				
City Hall	10	2 Drawer File Cabinets				
City Hall	2	2 Drawer Wide File Cabinets				
City Hall	1	4 Drawer File Cabinet				
Fleet Services	4	Mag Wheels	MB	17x7		new
Police Dept	1	hand cuff holsters	box	----		Obsolete Parts
Police Dept	1	gun holsters	box	----		Obsolete Parts
Police Dept	1	radios brackets and cameras misc.	box	----		Obsolete Parts
Police Dept	1	2004 Expedition SUV	Ford	Expedition	1FMFU15104LA99740	Obsolete mileage 107000
Police Dept	1	1989 Expedition SUV	Ford	Expedition	1FMFU15547LA74891	Obsolete mileage 115349
Police Dept	1	2009 Crown Vic	Ford	Crn Vic	2FAHP71V89X110591	Obsolete mileage 107000
Police Dept	1	2010 Crown Vic	Ford	Crn Vic	2FABP7BV3AX107008	Obsolete mileage 86901
Police Dept	6	car roof light bars	Whelen			Obsolete parts

**CITY OF SAGINAW
2016 AUCTION ITEMS**

DEPT	QUANTITY	ITEM	BRAND	MODEL #	VIN OR SN	CONDITION
Police Dept	5	directional light bar			no tag	Obsolete Parts
Police Dept	3	bicycle siren and light with battery	Alert system	trail blazer		Obsolete Parts
Police Dept	4	Kenwood radio FM transceiver	Kenwood	TK705d		Obsolete Parts
Police Dept	1	Kenwood radio FM transceiver	Kenwood	TK760		Obsolete Parts
Police Dept	1	Kenwood radio FM transceiver	Kenwood	TK762G		Obsolete Parts
Police Dept	1	Kenwood radio FM transceiver	Kenwood	TK7360HV		Obsolete Parts
Police Dept	12	radio and console mounts		-----	misc.	Obsolete Parts
Police Dept	5	computer stand	RAM	-----	misc.	Obsolete Parts
Police Dept	2	car gun stand		-----		Obsolete Parts
Police Dept	1	receiver trailer hitch		-----	crown vic	Obsolete parts
Police Dept	1	side arm holsters		box		Obsolete parts
Police Dept	1	hand cuff holsters		box		Obsolete Parts
Police Dept	3	radio camera and brackets		box		Obsolete Parts
Police Dept	1	flashlights mounts chargers	box	-----	misc.	Broken Parts
Police Dept	1	Taser holsters	box	-----	misc.	Obsolete Parts
Police Dept	1	camera recorder	box	-----	misc.	Obsolete Parts
Police Dept	1	slide projector in case	Kodak	-----		Obsolete Parts
Police Dept	7	ticket writer	Symbol Tech	N410	ICES/NMB-003 CLASS B	Oboslete Parts
Police Dept	3	ticket writer	Zebra Tech	RW420		
Public Services	1	air conditioner inside unit	Rheem	RCBA-3765GH17		Broken
Public Services	1	air conditioner inside unit	Trane	XE78		Broken
Public Services	1	air conditioner outside unit	Trane	XE900		Broken
Public Services	1	air conditioner outside unit	Rheem	RAKB-048JAZ		Broken
Public Works	1	2003 Liberty	Jeep	Liberty	1J4GK48K83W538026	need repair mileage 89106
Public Works	1	Animal Control bed slide in carrier	Deerskin Manu	-----		Obsolete
Public works	2	chain saw parts	Stihl	-----	MS-270 MS-144	Broken
Public works	1	circular saw 7 1/4	Skill	-----		Broken
Public works	1	pole saw electric	Stihl	-----	HT-101	Broken
Public works	1	Toro front mount mower	Toro	325-D		Broken parts
Rec Center	1	elliptical machine	TRUE	-----		Obsolete Parts
Rec Center	3	Treadmills	TRUE	-----		Obsolete Parts
Rec Center	1	Dr Pepper machine	large	-----		Obsolete parts
Rec Center	1	organ	Kimball	-----	small	unknown
Rec Center	1	Karaoke machine		-----		Broken
Rec Center	1	radio cassette player	Emerson	-----		Obsolete Parts
Rec Center	1	bingo machine		-----		Obsolete parts



Tommy Lutes Auctioneers

(682) 706-4300

Tommy Lutes, Jr
Professional Auctioneer
Lic 9612

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 Po Box 531170

City Grand Praire State Texas Phone 972-269-3126

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 _____

Auction is to be held on 16th day of April, year 2016

PROPERTY TO BE SOLD

See attachments «Attachment1» through «Attachment2» 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% On Rolling Stock 15% 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 \$ Auctioneer will pay and advertise According to state aw 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 \$ xxxxxx 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 Auction crew we will collect and remit all state and local sales taxes in accordance with state law
- 14 Owner agrees to provide Sale Site and transport of auction items to sale site

Approved and Executed this _____ day of March, year, 2016

Tommy Lutes Auctioneers **9612**
Auction Company
9218 West Fork Trl
Address
Ft Worth **Texas** **76179**
City State Zip
682-706-4300
Phone

City Of Saginaw
Owner or Agent
333 Mcleeroy
Address
Saginaw **Texas** **76179**
City State Zip
817-232-4640
Phone

Signature

Signature