

**BOARD OF PUBLIC WORKS AND SAFETY  
Agenda Request Form**

(Form B-01-2012)

*Organizations and individuals are asked to submit a request form and supporting documents to be placed on the agenda. You will be contacted by the City confirming the date of the meeting in which your request will be heard. Please make sure that your contact information is accurate in case we need to get in touch with you. The Board of Works meets on the 1st and 3rd Monday of each month at 5:00 p.m. in City Hall located at 70 E. Monroe Street.*

<b>Date Submitted:</b>	November 27, 2023	<b>Meeting Date:</b>	December 4, 2023
<b>Contact Information:</b>			
<b>Requested by:</b>	Chief Cochran		
<b>On Behalf of Organization or Individual</b>		Franklin Police Department	
<b>Telephone:</b>	317-346-1101		
<b>Email address:</b>	kcochran@franklin.in.gov		
<b>Mailing Address:</b>	2801 N Morton St. Franklin, IN 46131		
<b>Describe Request</b>			
Christy's Auction Agreement and Items to be Auctioned			
<b>List Supporting Documentation Provided:</b>			
Christy's Auction Agreement			
Items To Be Auctioned Off			
<b>Who will present the request?</b>			
<b>Name:</b>	Chief Cochran	<b>Telephone:</b>	317-346-1101

*In order for an individual and/or agency to be considered for new business on the Board of Works agenda, this reservation form and supporting documents must be received in the Mayor's office no later than 4:00 p.m. on the Wednesday before the meeting.*



6851 S. Madison Av, Indianapolis, Indiana 46227  
Christys.com - BidChristys.com- Indiana Auction license AU01021427  
Phone: 317-791-4040- info@christys.com

## Auction and Marketing Proposal

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## **THE AUCTION COMPANY, APPRAISAL COMPANY**

*Christy's of Indiana, Inc., a family-operated, licensed auction company was founded in 1975. The spacious eight-acre complex with over 34,000 square feet of auction rings and storage facilities is monitored for security. Located near 165 and I 465 give our customers easy access to our facility. Storage and secured vaults are available at the facility for merchandise awaiting auction, court release and/or approval for the settlement of estates. Christy's offers a wide array of estate and business closures services, appraisals, real estate sales, live and online auctions. Online and on-site auctions are conducted at your location with our staff walking you through this process the whole way.*

### **MISSION STATEMENT**

*Providing a personalized solution, one customer at a time,  
OUR VISION; your trusted partner for auction services and asset management and liquidation.*

### **OUR SERVICES**

*Final disposition of personal and business assets is handled with care and thought as liquidation and estate sales often occur during unsettling times. Our company offers complete auction services, from appraisals and pre-sale planning through financial settlement of estate sales (including real estate) for individuals, legal representatives, and commercial clients. We can provide online sales for our customers to conserve some of the moving cost.*

### **THE PROCESS, and TIMELINE**

*Auction date to be sold online date to be determined. After receiving goods, we will photograph and catalog and place on our internet site for bidding*

### **Fee structure of Auction Company.**

*Commission structure for online only auction event at Christy's auction  
Our fees are:*

*0% on titled Vehicles*

*20% on all other surplus goods, please note this is a 20% discount.*

*No Charge for advertising,*

*No charge for internet cost 6% paid by Christy's.*

*No Charge for Credit card fees of 4% paid by Christy's.*

*No Charge for use of our auction gallery, Lights, insurance, other costs,*

**We would like to use his name in the advertisements.**

### **Marketing Budget and Placement**

*We believe that we will be able to reach buyers without having to spend any advertising money for your auction. We have a great following on social media that we can reach to achieve a fair market for your items.*

*We may do a paid for post on our social media platform at no cost to you. Most of our target marketing ads cost little money and reach a good group of interested buyers.*

*Placements would be on our social media platforms, Facebook, Instagram, Websites, Auction Zip, And Other Auction Websites, and any Applicable Related Websites.*

## REFERENCES

1. Senator Dennis Kruse, 260-927-9999
2. Senator Jack Sandlin
3. Stuart Moving, Tony Stuart 317-414-9580
4. Tractor Supply, Dustin, 765-778-8721 ext. 32
5. Aline Anderson, Attorney, 317-888-8868
6. John Wilkowski, Attorney -317-888-1121
7. Kate Borkowski Attorney, 317-840-6525
8. Jim Young attorney, Bankruptcy Panel- 317-860-2913
9. City of Greenwood, Schools, Police, Todd-317-966-5105
10. Retired Woody Burton, Indiana State Rep, 317-695-1500
11. Charles Grahm, attorney, 317-637-1321
12. Frank Otte attorney, 317-637-1321
13. David Wolkins, Retired State Rep 574-551-9574
14. IPS School, Kristi Hardin, 317-226-2086
15. Janet Santen First Financial Bank 513-458-6449
16. IUPUI, Ty Parrish, 317-828-5826
17. Children's Museum, Amy Telezn 317-334-3101
18. Indiana State Museum, Meredith McGovern 317-234-5542
19. Butler University, Patricia Colip 317-940-0000
20. Perry Township Schools, Pike Township Schools, Washington Township School
21. Ministries served, Blue Tassel Farms, Pastor Tim McNamee, 317-317-982-0822
22. Inner-light ministries, Phil & Rhonda Foley, 317-331-6636
23. Bryan Whistler CPA- 317-788-1571
24. Pastor Rob Hoke, Glen Massey, SPC church, 317-534-2900
25. PNC trust bank, Lee Slade 317-267-3925
26. FireDawgs, 317-291-3294
27. Marty Starkey attorney, 317-639-4511
28. Marc Huber auction co. 317-339-8000, Dan Baker auctions 317-765-714-4998
29. Beth Sullivan Summers, atty, 317-753-3883
30. J.R. Cook towing, 317-317-783-2665
31. Cory Judd, Bank of Indianapolis, 317-261-1607
32. Steward Tire, Darin, 317-882-2278
33. J.J. Dower, Mark Net Alliance, 423-592-7067
34. Todd- City of Greenwood 317-966-5105

## Terms and Conditions:

1. **Integrity and Pricing:** All items are sold without reserve, to the highest bidder. Auctioneer shall use its professional skill, knowledge, and experience on behalf of the Seller and Auctioneer in the preparation and conduct and sale of Seller's property. The seller acknowledges and understands that the highest offer is achieved only by soliciting and receiving bids from persons participation in the auction on the auction day. The seller acknowledges that the auctioneer cannot accurately predict the price any item will bring at public auction. Any prior appraisal of items to be sold or sold at auction, provided by auctioneer or any other appraisal, is not and shall not be construed as a guaranty of any price that any item will bring at public auction.
2. **Time, Place, and Manner of Auction:** The date of the auction shall be as stated on page 2. Auctioneer shall determine, in its sole discretion, the place and manner of the auction including without limitation the decision to sell Seller's property at a live, in-person auction, an auction conducted fully or partially online, or any other manner of auction that the Auctioneer may determine, in the Auctioneer's sole discretion, is best under the circumstances. Auctioneer may change the manner of auction for any property in its possession without prior notice to the seller.
3. **Marketability:** Auctioneer reserves the right to refuse to sell any property for any reason, including but not limited to a determination, in Auctioneer's Sole discretion, that the property is non-saleable, and may return any such items in its possession to Seller ("Refused Property"). No hazardous material or illegal items will be accepted or sold by the Auctioneer.
4. **Insurance:** Seller retains the risk of loss and must maintain all-risk property insurance coverage on Seller's property under consignment for sale by Auctioneer. In the event the auction sale is conducted at or from Seller's location, Seller must maintain public liability insurance coverage under Seller's homeowner's insurance or other policy of insurance. Seller's insurance shall be primary to any insurance coverage maintained by Auctioneer.
5. **Seller's Warranties & Indemnifications:** Seller represents and warrants to Auctioneer that a) ~~Seller holds sole and exclusive title, free and clear of all liens and encumbrances, to Seller's property consigned for sale or is the duty appointed fiduciary, with full legal authority to sell the consigned property, on behalf of holder of legal title~~ has the legal authority to sell the property pursuant to I.C. 5-22-22-3; and b) Seller's representation regarding Seller's property, if any, are true and accurate. Seller shall indemnify and hold Auctioneer harmless against any and all claims, actions, demands, losses, cost, expenses, liabilities, penalties and damages, including attorney fees resulting or arising from any misrepresentation or breach of Seller's representations and warranties set forth herein.
6. **Buyer's Premium:** In addition to Auctioneer's commission, Auctioneer reserves the right to charge a buyer's premium on all purchases at the auction which shall be retained solely by Auctioneer.

7. **Lot Charge:** *A fee per lot is charged to the seller to cover Auctioneer's expenses including but not limited to advertising, insurance, maintenance, building cost, manpower, and auction house administrative cost.*
8. **Seller's Bid Prohibited:** *Seller may NOT bid on their own property during the public auction of Seller's property. If Seller bids on their own property, direct or through a proxy, during the auction, Auctioneer may, at its option, stop the auction and remove Seller's property from the auction, or proceed with the sale of Seller's property using the last good faith bid immediately prior to Seller's bid, as the last competitive bid and complete the sale of the property.*
9. **Vehicles:** *Seller must provide the following for any vehicle accepted by Auctioneer for sale at auction a) proof of Seller's property and liability insurance for the vehicle. b) a valid, original, or duplicate certificate of title for the vehicle free and clear of all liens, and c) a power of attorney authorizing Auctioneer to transfer title to the successful bidder at auction.*
10. **Absentee Bidder:** *In the event of an absentee bidder, the Auctioneer may submit a bid or bids as directed by the absentee bidder.*
11. **Removed Items:** *If any items are removed from the auction by the Seller prior to auction, Seller will be charged twice the agreed commission based on the Auctioneer's fair market appraisal of the removed item(s)*
12. **Accounting:** *Auctioneer will deduct its commission from the proceeds of the sale and, within thirty (30) days after the auction, Auctioneer shall a) provide the Seller an accounting of the Seller's property sold at the public auction, the sale price and quantity sold, and all receipts and disbursements of proceeds from the sale of Seller's property and b) pay over to seller all monies and proceeds due to Seller from the sale of Seller's property at the public auction.*
13. **Limitation of Liability & Damages:** *Seller acknowledges and agrees that Auctioneer shall not be liable, and Auctioneer disclaims all liability, for any damage to Seller's personal or real property except for damages caused solely by Auctioneer's gross negligence or willful misconduct. Seller hereby waives, to the fullest extent permitted by law, Auctioneer's liability for all other matters except as otherwise specifically provided herein. Seller acknowledges and agrees that the Auctioneer shall not in any event be liable to Seller for any indirect, incident, consequence, punitive, special, or exemplary damages or loss profit arising from agreement or otherwise related to the sale of Seller's property by Auctioneer. Any legal action must be filed in the state of Indiana and in Marion County.*
14. **Buyers Non-Payment:** *In the event of a nonpayment by the buyer, Auctioneer, in its sole discretion may a) offer the property at a future auction, or b) cancel the sale and return the property to the Seller. Auctioneer is not a guarantor of payment and shall not, under any circumstance, be liable to Seller for any direct, indirect, consequential, punitive, special, or exemplary damages or lost profit as a result of buyer's non-payment.*

15. **Binding Agreement:** *Seller's Signature on the auction contract / proposal to which these terms and conditions are listed is a legal and binding contract. The seller agrees that they have been given time or has waved the right to have their attorney review this contract.*

**No Guarantees of prices in today's economy, however we still believe that the auction method is the true way to achieve fair market value.**

**Other points of concern for auction event**

1. *No one is allowed to remove any advertised item from auction. Otherwise, the commission will be subject to fair market appraisal and double the commission.*
2. *Federal Law prohibits bid rigging.*
3. *Auctioneers will be accepting absentee bids on behalf of the seller in accordance with our company policy.*
4. *Auctioneers are held harmless on conditions and safety of any goods, or encumbrances.*
5. *Any legal matters must be filed in the auctioneer's county of residence.*
6. *Seller not to interfere with the auctioneer or prohibit them from his job.*
7. *A seller may not bid on his or her own merchandise.*
8. *Auctioneers cannot establish a value for sentimental reasons.*
9. *All personal property sells with no reserve.*
10. *Christy's is in full accordance with all Indiana Laws. See code and title 25.*
11. *Appraisals or estimates are not guarantees of any prices in today's economy.*
12. *The name of the seller in the advertisement is optional.*
13. *Sellers must supply all need documents for the sale of goods.*
14. *In the event of cancellation of auction by seller, the auctioneer must be paid for out-of-pocket expenses of ads, labor, set up, and a cancellation fee of \$500.*
15. *Auctioneers carry liability insurance. The seller must also carry insurance until the auction is completed.*
16. *Sales tax will not be collected by the auction company when said laws apply.*
17. *Our Bond will be in effect from International Sureties LTD, Blanket Bond #0160033404. Insured through the Liberty Mutual Insurance Company. Also, the Indiana Recovery Fund protects sellers.*
18. *Marginal goods that do not sell will be disposed of at owners' expense, auctioneers do not dispose of items this is the responsibility of the seller.*
19. *Auctioneers will provide all help during auction and the set up for auction.*
20. *Other Notes.* \_\_\_\_\_



## Executive Summary

Thank you for your time. If you have any questions regarding the above information, please feel free to contact me.

Sincerely,

*Jack L. Christy*

Jack L. Christy CAI, ATS, BAS, M-PPA, CES  
Christy's of Indiana, Inc. 317-784-0000 [www.Christys.com](http://www.Christys.com)  
Cell 317-627-9356

I have read the foregoing contract and understand the contents thereof: I or we further represent that the statements herein made by me or us are true to the best of our knowledge, which this contract contains and sets out the entire agreement of the parties.

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Representative, or owner Signature

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Address to how should read on check.

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Phone #, and Email

## Record List - Total:154

Number	Incident	Type	Stat	Item Name	Location
03P0479	03070944F	TOL	ACT	Tool	AUCTION
08P0891	08090725F	HHI	ACT	Clothing	AUCTION
11P1540	11040829F	VEH	CLO	hydraulic jack	AUCTION
11P1541	11040829F	VEH	CLO	handle	AUCTION
13P0347	13030704F	KNI	CLO	knives	AUCTION
13P0983	13071532F	OTH	CLO	Ring, diamond	AUCTION
13P0984	13071532F	OTH	CLO	Wedding Ring se	AUCTION
13P1383	13080937F	ELC	ACT	Spaekers	AUCTION
14P1240	14081208F	OTH	CLO	Safe	AUCTION
15P1480	15090474F	CTH	CLO	Ring(s)	AUCTION
15P1742	15120180F	TOL	CLO	Reciproctng Saw	AUCTION
16P1052	16070341F	OTH	CLO	Computer	AUCTION
16P1758	16101141F	OTH	CLO	Tote	AUCTION
16P1759	16101141F	OTH	CLO	Tote	AUCTION
16P1760	16101141F	OTH	CLO	Tote	AUCTION
16P1761	16101141F	OTH	CLO	Tote	AUCTION
16P1762	16101141F	OTH	CLO	Tote	AUCTION
17P0984	17060049F	TOL	CLO	Tire Jack	AUCTION
17P1790	17100838F	OTH	CLO	Jewelry	AUCTION
17P1805	17100984F	OTH	CLO	Knife	AUCTION
17P1928	17111085F	OTH	CLO	Electronics	AUCTION
17P2063	17120534F	OTH	CLO	Jewelry	AUCTION
17P2083	17120431F	AVM	CLO	C D	AUCTION
17P2097	17120431F	OTH	CLO	Security Tags	AUCTION
17P2098	17120431F	OTH	CLO	GPS	AUCTION
17P2099	17120431F	OTH	CLO	Electronics	AUCTION
17P2100	17120431F	OTH	CLO	CAMERAS	AUCTION
17P2101	17120431F	OTH	CLO	Electronics	AUCTION
17P2102	17120431F	OTH	CLO	Electronics	AUCTION
17P2103	17120431F	OTH	CLO	Electronics	AUCTION
17P2104	17120431F	OTH	CLO	Electronics	AUCTION
17P2105	17120431F	OTH	CLO	Electronics	AUCTION
17P2106	17120431F	OTH	CLO	Electronics	AUCTION
17P2107	17120431F	OTH	CLO	Electronics	AUCTION
17P2108	17120431F	OTH	CLO	Razor	AUCTION
17P2109	17120431F	OTH	CLO	Electronics	AUCTION
17P2110	17120431F	OTH	CLO	Electronics	AUCTION
17P2111	17120431F	OTH	CLO	Electronics	AUCTION
17P2112	17120431F	OTH	CLO	Electronics	AUCTION
17P2113	17120431F	OTH	CLO	Lights	AUCTION
17P2114	17120431F	OTH	CLO	CAMERAS	AUCTION
18P0418	18040331F	OTH	CLO	Tool Bag	AUCTION
18P0481	18040543F	OTH	CLO	Ring(s)	AUCTION
18P0542	18041124F	OTH	CLO	Pocket watch	AUCTION
18P1296	18090858F	OTH	CLO	Ring(s)	AUCTION
19P0048	19010125F	OTH	CLO	Cooler	AUCTION
19P1063	19081171F	OTH	CLO	Misc tools	AUCTION
19P1117	19090185F	OTH	ACT	Cooler	AUCTION
19P1119	19090185F	OTH	ACT	Purse	AUCTION
19P1120	19090185F	OTH	ACT	Razor	AUCTION
19P1121	19090185F	OTH	ACT	Shaver	AUCTION
19P1122	19090185F	OTH	ACT	Curling Iron	AUCTION
19P1123	19090185F	OTH	ACT	Shaver	AUCTION
19P1125	19090185F	OTH	ACT	Light Strand	AUCTION
19P1126	19090185F	OTH	ACT	Electric Razor	AUCTION
19P1127	19090185F	OTH	ACT	Electric Razor	AUCTION
19P1128	19090185F	OTH	ACT	Watches	AUCTION

19P1129	19090185F	OTH	ACT	BOOKBAG	AUCTION
19P1285	19100276F	TOL	CLO	Cordless Drill	AUCTION
19P1286	19100276F	TOL	CLO	Drill Bit set	AUCTION
20P0490	20020111F	OTH	CLO	Portable heater	AUCTION
20P0491	20020111F	OTH	CLO	Portable heater	AUCTION
20P0492	20020111F	OTH	CLO	Ratchet Set	AUCTION
20P0493	20020111F	OTH	CLO	bucket	AUCTION
20P0494	20020111F	OTH	CLO	Weed Eater	AUCTION
20P0495	20020111F	OTH	CLO	Gas Can	AUCTION
20P0496	20020111F	OTH	CLO	tube	AUCTION
20P0497	20020111F	OTH	CLO	saw horses	AUCTION
20P0498	20020111F	OTH	CLO	Buckets	AUCTION
20P0499	20020111F	OTH	CLO	kitchen supplie	AUCTION
20P0500	20020111F	OTH	CLO	Amplifier	AUCTION
20P0501	20020111F	OTH	CLO	projector	AUCTION
20P0502	20020111F	OTH	CLO	modem	AUCTION
20P0503	20020111F	OTH	CLO	Tool Chest	AUCTION
20P0504	20020111F	OTH	CLO	Heater	AUCTION
20P0505	20020111F	OTH	CLO	Socket Set	AUCTION
20P0506	20020111F	OTH	CLO	Ladder	AUCTION
20P0507	20020111F	OTH	CLO	Tool	AUCTION
20P0508	20020111F	OTH	CLO	Car Radio	AUCTION
20P0509	20020111F	OTH	CLO	Tool	AUCTION
20P0510	20020111F	OTH	CLO	Box	AUCTION
20P0511	20020111F	OTH	CLO	Grease Gun Kits	AUCTION
20P0512	20020111F	OTH	CLO	Totes	AUCTION
20P0513	20020111F	OTH	CLO	Box	AUCTION
20P0514	20020111F	OTH	CLO	Tool Bag	AUCTION
20P0515	20020111F	OTH	CLO	Tool Bag	AUCTION
20P0516	20020111F	OTH	CLO	tool belt	AUCTION
20P0517	20020111F	OTH	CLO	Hammer Drill	AUCTION
20P0518	20020111F	OTH	CLO	tool box	AUCTION
20P0519	20020111F	OTH	CLO	Drill	AUCTION
20P0520	20020111F	OTH	CLO	decoration	AUCTION
20P0521	20020111F	OTH	CLO	Reciproctng Saw	AUCTION
20P0522	20020111F	OTH	CLO	Buckets	AUCTION
20P0523	20020111F	OTH	CLO	Suitcase	AUCTION
20P0524	20020111F	OTH	CLO	Ammo Box	AUCTION
20P0525	20020111F	OTH	CLO	Survey Tripods	AUCTION
20P0526	20020111F	OTH	CLO	Drill	AUCTION
20P0527	20020111F	OTH	CLO	Circular Saw	AUCTION
20P0528	20020111F	OTH	CLO	ANGLE GRINDER	AUCTION
20P0529	20020111F	OTH	CLO	Reciproctng Saw	AUCTION
20P0530	20020111F	OTH	CLO	Reciproctng Saw	AUCTION
20P0531	20020111F	OTH	CLO	Circular Saw	AUCTION
20P0532	20020111F	OTH	CLO	Oscillating Saw	AUCTION
20P0533	20020111F	OTH	CLO	Drill	AUCTION
20P0534	20020111F	OTH	CLO	ANGLE GRINDER	AUCTION
20P0535	20020111F	OTH	CLO	Drill	AUCTION
20P0536	20020111F	OTH	CLO	Flashlight	AUCTION
20P0537	20020111F	OTH	CLO	Reciproctng Saw	AUCTION
20P0538	20020111F	OTH	CLO	ANGLE GRINDER	AUCTION
20P0539	20020111F	OTH	CLO	Jig-saw	AUCTION
20P0540	20020111F	OTH	CLO	Tool Bag	AUCTION
20P0541	20020111F	OTH	CLO	Drill	AUCTION
20P0542	20020111F	OTH	CLO	Impact wrench	AUCTION
20P0543	20020111F	OTH	CLO	Impact wrench	AUCTION
20P0544	20020111F	OTH	CLO	Tool Bag	AUCTION
20P0545	20020111F	OTH	CLO	Tool Bag	AUCTION
20P0546	20020111F	OTH	CLO	Battery	AUCTION
20P0547	20020111F	OTH	CLO	Tool Bag	AUCTION
20P0548	20020111F	OTH	CLO	Box	AUCTION

20P0549	20020111F	OTH	CLO	tool box	AUCTION
20P0550	20020111F	OTH	CLO	Socket Set	AUCTION
20P0551	20020111F	OTH	CLO	Thermometer	AUCTION
20P0552	20020111F	OTH	CLO	Electronics	AUCTION
20P0553	20020111F	OTH	CLO	Shelf	AUCTION
20P0554	20020111F	OTH	CLO	Socket Set	AUCTION
20P0555	20020111F	OTH	CLO	tool box	AUCTION
20P0556	20020111F	OTH	CLO	Tool Bag	AUCTION
20P0557	20020111F	OTH	CLO	bucket	AUCTION
20P0558	20020111F	OTH	CLO	Table Saw	AUCTION
20P0559	20020111F	OTH	CLO	const materials	AUCTION
20P0560	20020111F	OTH	CLO	Ladder	AUCTION
20P0636	20020111F	OTH	CLO	Backpack	AUCTION
20P0637	20020111F	OTH	CLO	Battery	AUCTION
20P0638	20020111F	OTH	CLO	Bag	AUCTION
20P0639	20020111F	OTH	CLO	Air Compressor	AUCTION
20P0640	20020111F	OTH	CLO	ball	AUCTION
20P0641	20020111F	OTH	CLO	mirror	AUCTION
20P0642	20020111F	OTH	CLO	Cooler	AUCTION
20P0643	20020111F	OTH	CLO	camping set	AUCTION
20P0644	20020111F	OTH	CLO	camping set	AUCTION
20P0645	20020111F	OTH	CLO	Tarp	AUCTION
20P0646	20020111F	OTH	CLO	Pole	AUCTION
20P0647	20020111F	OTH	CLO	overalls	AUCTION
20P0648	20020111F	OTH	CLO	Locks	AUCTION
20P0649	20020111F	OTH	CLO	Pry Bar	AUCTION
20P0650	20020111F	OTH	CLO	bolt cutters	AUCTION
20P0651	20020111F	OTH	CLO	milk crate	AUCTION
20P0652	20020111F	OTH	CLO	key	AUCTION
20P0653	20020111F	OTH	CLO	propane tanks	AUCTION
20P0654	20020111F	OTH	CLO	Stamp	AUCTION
20P0657	20020111F	OTH	CLO	Tool Bag	AUCTION
20P0919	20060926F	TOL	ACT	Box	AUCTION
20P1019	20050562F	OTH	CLO	Hatchet	AUCTION
23P1269	23100662F	TOL	CLO	Tool boxes	AUCTION