

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.

Date Submitted:	03/07/17	Meeting Date:	03/20/17
Contact Information:			
Requested by:	Deputy Police Chief Chris Tennell		
On Behalf of Organization or Individual: City of Franklin			
Telephone:	317-736-3670		
Email address:	ctennell@franklin.in.gov		
Mailing Address:	2801 N Morton Street		
Describe Request:			
Request Approval of Auction Agreement with Hughes Auctions			
List Supporting Documentation Provided:			
Agreement			
Who will present the request?			
Name:	Chris Tennell	Telephone:	317-736-3670

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.

AGREEMENT

This agreement made on March 7, 2017 between Roger Hughes
of Franklin City Surplus, hereafter called the Seller
and Roger Hughes, hereafter called the Auctioneer.

TERMS AND CONDITIONS

Both parties agree that Auctioneer will act as the Seller agent and conduct a public auction of personal and other property of the Seller. The Auctioneer will use his professional skills, knowledge and experience to the best advantage of both parties in preparing for and conducting the auction. The auction is to be held on Wednesday May 10th (date/time) 2017 at 10:00 AM (location). If the auction is postponed for any reason beyond either party's control, the auction will take place at a date agreeable to both parties. The Seller agrees to turn over, deliver and/or make available the items here listed to be sold at public auction:

Surplus from various departments of City

No item shall be sold prior to or withdrawn from the auction except by mutual agreement of the Seller and Auctioneer. It is the Sellers intent to transfer ownership of said property to the highest bidder (absolute auction) except those items specified in writing by the Seller to have a reserve bid. The Sellers affirm that they have good title and right to sell said property and that the property is free of all encumbrances and liens except as follows:

ITEM	MORTGAGE OR LIEN HOLDER	AMOUNT OWED
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NA

The (AUCTIONEER/ SELLER) is responsible for the collection of payments made by check (including bad checks), debts and unpaid auction items. It is agreed that the Auctioneer (WILL/WILL NOT) accept absentee bids. It is agreed that the following fees and expenses will be charged by the Auctioneer:

Professional Fees

Promotional Expenses

Auctioneer

Personal Property

Real Estate

Capital Goods

Other

50% Gross

Also Collect

15% Buy Premium

Recommad

AND STAR
Daily Journal

Clerk

Cashier

Other Personnel

N/A \$100 From Gross of Auction

By Auctioneer - PU To Auctioneer

Other Expenses

City Set up Auction

Auctioneer will advise

It is agreed that the Auctioneer will turn over the net proceeds of the auction along with sale receipts and records to the Seller within _____ days of the auction along with any unsold items. It is agreed that all auction fees and expenses will be deducted from the proceeds before receipt of payment and satisfaction of liens or encumbrances. Seller agrees to hold harmless the Auctioneer against any claims of the nature referred to in this contract.

Roger Hughes
Auctioneer Signature

Seller Signature

The Auctioneer is licensed by _____

And Bonded in favor of the State of _____

Seller Signature

SELLER'S COPY