

**CITY OF GAUTIER
MEMORANDUM**

To: Samantha Abell, City Manager
From: Cindy Steen, Purchasing Agent
Through: Cindy Russell City Clerk
Date: October 9, 2015
Subject: Auction Listing Agreement

REQUEST:

City Council authorization is requested for the City of Gautier to enter into an Auction Listing Agreement with Turning Point Action to auction off items that were previously declared surplus by Council.

BACKGROUND:

The City of Gautier will grant the Auctioneer the sole and exclusive right to sell the items that were declared surplus for the highest and best bid or offer. A seller's fee of 10% will be charged to the City of Gautier for all property items sold. All profits from this auction will be deposited back into the enterprise and general fund accounts within five (5) banking days following auction. The Auction will not pay the consignor until the purchaser has paid for the item.

RECOMMENDATION:

Based on the attached agreement, City staff recommends that City Council authorize entering into an Auction Listing Agreement with Turning Point Auctions LLC to auction off surplus items.

ATTACHMENT(S):

Turning Point Auction LLC Agreement
Auction Inventory

September 23, 2015

City of Gautier
3330 Hwy 90
Gautier, Ms 39553

The following proposal has been prepared exclusively for The City of Gautier.

The staff at Turning Point Auctions is experienced in conducting auction sales and proposes to liquidate your surplus in a professional and expeditious manner.

Turning Point Auctions will perform the services outlined in the body of this proposal for a commission fee of ten percent (10%) of gross sale proceeds. The City of Gautier will be assessed no other charges or fees. All costs of advertising will be absorbed by Turning Point Auctions, LLC.

COMPANY INFORMATION

COMPANY NAME: TURNING POINT AUCTIONS, LLC
MAILING ADDRESS: 34 CHESTER BROWN RD, HATTIESBURG MS 39401
PHYSICAL ADDRESS: 34 CHESTER BROWN RD, HATTIESBURG MS 39401
TYPE BUSINESS: TYPE "S" MISSISSIPPI CORPORATION

**STATE LICENSED,
INSURED & BONDED
AUCTIONEERS:** RON ROBERTSON #1176, BOBBIE ADAMS #1226

Turning Point Auctions, LLC is conveniently located at 34 Chester Brown Road, Hattiesburg, Ms 39401 on approximately eleven acres. This is the primary location for auction sales conducted by this company. Turning Point Auctions also has the capability to do auction sales at your location within a two hundred mile geographic area.

Turning Point Auctions is staffed by personnel experienced in all phases of auction set-up, title transfer, seizure notification procedure, auction day management, collection and disbursement of revenues and removal of merchandise.

Unless otherwise noted, auctions sales will be conducted at this facility on a monthly basis to better serve our consignors. The auction company facility will be open during regular business hours to accept consignments and by appointment after hours. Please feel free to contact your Turning Point Representative at any time, or call our business office at 601-336-6637 should you need additional or special assistance.

The key focus at Turning Point Auctions will be to offer at auction sale a variety of county, city, municipal, and construction surplus items, as well as heavy equipment, trucks and autos, and manufacturer inventory. Turning Point Auctions is a public auction, and as such, will be advertised through local and regional newspaper, internet and targeted mail out. We are dedicated to the concept of obtaining fair market value for your collateral through competitive bidding.

Turning Point Auctions will provide the staffing, equipment, state of the art computer technology, auctioneers, clerks, cashiers, auction set-up staff, buyer's guides, and advertising to make your auction sale a success. Turning Point Auctions will transfer ownership of merchandise sold and re-assign titles to titled vehicles. Merchandise will be sold "as is, where is", with all faults and defects therein. Merchandise purchased immediately becomes the responsibility of the purchaser when the auctioneer announces "sold" and must be paid for day of sale.

Revenues generated from the sale will be made available to the consignor five days post sale as required by law unless contractually dictated otherwise. Detailed sales records, to include items sold, sale price, buyer information, and lot identification will be made available approximately three days post sale.

We at Turning Point Auctions, LLC look forward to serving your needs and welcome questions or comments.

Auction Service Proposal

1. Sale Preparation and Marketing

- A. Turning Point Auctions will list on its website, www.turningpointauctions.com/, lists, photos, and descriptions of merchandise to be sold within one week of receiving lists and descriptive information.**
- B. Lists and descriptions will be forwarded to targeted buyers acquired from lists in the necessary demographic.**
- C. Line and display advertisements will run in appropriate newspapers and publications detailing the specifics of the sale.**
- D. Appropriate signage advertising the time, date, location, owner's name, auctioneer's name and Mississippi license number will be placed at strategic locations and at the sale site prior to the sale date.**

2. Merchandise Preparation

A. Lotting and Tagging

The sale manager on-site will determine the most advantageous order in which to sell merchandise to generate maximum revenues and will tag and number each item in numerical sequence beginning with #0001.

B. Vehicles

Site manager will check fuel levels, battery condition, and address flat tire issues of vehicles for sale and attempt to have them in cranking and driving order at the time of auction sale.

C. Merchandise Listing

A guide will be published with serial numbers, model numbers, mileage, hours, and any other defining information, along with the assigned lot number, for every item to be sold. This guide will be made available to customers at the auction office prior to sale day, at registration, on line, and at the sale site day of sale.

3. Merchandise Inspection

Prospective buyers will be allowed to preview and inspect merchandise to be sold at published dates prior to the sale. An auction employee will be available to supervise preview and inspection.

4. Auction Sale Procedures

- A. Registration: Bidders may register at the sale site on inspection day and on sale day.
- B. Auctioning and Clerking: As each item is sold, all pertinent information will be entered in to auction software so that a running total of sale proceeds will be available at all times. An audio recording of the auction sale will be taken during the sale and kept on file for future reference.
- C. Warranties: All purchases are made "as is, where is" with no warranties of any kind and subject only to the purchaser's personal inspection. There is no refund policy or available recourse of any kind.
- D. Methods of Payment: Accepted forms of payment are cash, company and personal check with bank letter, most major credit and debit cards with the posted administrative fee, and wire transfer with prior approval from auction management.
- E. Removal of merchandise: A "PAID" invoice must accompany each item removed from the sale site. Auction personnel will facilitate check-out procedures unless contractually noted otherwise.
- F. State of Mississippi licensed auctioneers, knowledgeable and experienced bid spotters, cashiers, clerks, and managerial staff will conduct the auction. A copy of all sale day information will be maintained by the auction company for a period of five years.
- G. All sale day records and proceeds, minus auctioneers commission will be available five days post sale.



Turning Point Auctions LLC

34 Chester Brown Rd Hattiesburg MS 39401

(601) 336-6637

www.turningpointauctions.com

Name (to appear on check) City of Gautier Date _____

Address 3330 Hwy 90

City Gautier State MS Zip 39553

Cell Phone (228) 497-3518 E-Mail: csteen@gautier-ms.gov

SUMMARY: 10% Auction Commission Auction Proceeds: Payout is 5 Business Days.

This auction is to be held at **3330 Hwy 90 Gautier MS 39553**. It is mutually agreed that all said goods be sold to the highest bidder. It is further mutually agreed that the Auctioneer may deduct his fee at the rate specified below from the gross sale receipts resulting from said auction sale. The Auction reserves the right to combine or subdivide items. The Auctioneer agrees to turn net proceeds from sale over to the Seller within five (5) banking days following auction. The Auction will not pay the consignor until the purchaser has paid for the item.

Seller agrees to provide and deliver to Auctioneer merchantable title to all titled items or items will be notated and sold as "Title Delay". In the event merchantable title is not provided within thirty days of the sale or make proper disclosures and the vehicle is returned because of non-compliance, the consignor must pay all auction fees, including buyer's fee, if requested by the buyer. The consignor must disclose the following information on all vehicles or equipment: (a) Flood damage to a vehicle or equipment. (b) Previous salvage, or rebuilt title on vehicles. (c) Any odometer discrepancies.

Auction lots remain the responsibility of the seller until purchaser has paid for the purchase. Merchandise not removed with the specified time period may be sold for storage charges without notice or further written approval from seller/purchaser.

Consignor/Customer and Turning Point Auctions, LLC agree to first attempt mediation of any dispute covered by this agreement. This mediation shall be conducted by a neutral mediator or arbitrator. The parties agree to make a good faith effort at mediating any dispute prior to filing a claim for arbitration. Consignor/Customer can initiate the mediation process by filing a written claim with Turning Point Auctions, LLC. For Claims covered by this Agreement, arbitration is the parties' exclusive legal remedy. The arbitrator has exclusive authority to resolve any dispute relating to the applicability or enforceability of this Agreement. Any claim governed by this Agreement shall be filed no later than thirty days from the date of discovery.

Each party to this agreement acknowledges carefully reading this agreement, understanding its terms, and entering into this agreement voluntarily and not in reliance on any promises or representations other than those contained in this agreement itself. Each party further acknowledges having the opportunity to discuss this agreement with personal legal counsel and has used that opportunity to the extent desired.

Seller agrees to pay all commissions and charges listed: Sale Commission: 10%

Auctioneer: Bobbie Adams 1176/1226 Seller: _____

AUCTION INVENTORY

#	ITEM	CG #	QTY
1	VOID (TEST)		
2			
3	Epson Printer		
4	Dell Monitor	477	
5	HP Printer		
6	Magnavox DVD Player		
No #	Magnavox VHS Player	01057	
7	Sharp copier/printer	919	
No #	Uniform shirts		60
No #	Uniform shirts		26
No #	Uniform pants		30
No #	Uniform pants		30
No #	CD Rom		
No #	Desktop Calculator		
No #	Sunbeam Water Cooler		
8	Truck radio w/ components		
9	Base radio w/ components		
10	Base radio w/ components		
11	Truck radio		
12	Truck radio		
13	Truck radio		
14	Base radio w/ components		
15	Truck radio w/ components		
16	Base station power units		
17	Base station power units		
18	Base station power units		
19	Hand-held radio w/ charger		1
20	Hand-held radio w/ charger		1
21	Hand-held radio w/ charger		1
22	Hand-held radio w/ charger		1
23	Hand-held radio w/ charger		3
24	Hand-held radio w/ charger		1
25	Truck radio - no components		
26	Dell CPU		
27	Dell CPU		
28	Dell CPU		
29	Dell CPU		
30	Dell CPU		

AUCTION INVENTORY

#	ITEM	CG #	QTY
31	Dell CPU		
32	Dell CPU	487	
33	Dell CPU		
34	Dell CPU		
No #	Box of misc - headphones, lanyards		
35	Dell CPU		
36	Dell CPU		
37	Dell CPU		
38	Dell CPU		
39	Dell CPU		
40	Dell CPU		
41	Dell CPU		
42	Dell CPU		
43	Dell CPU		
44	Dell CPU		
45	Compaq laptop		
46	Dell laptop		
47	Dell laptop		
48	Dell laptop		
49	Dell laptop		
50	Dell laptop		
51	Dell laptop		
52	Dell CPU		
53	HP Printer	215	
54	HP Printer		
55	Dell Printer		
56	HP Printer		
57	Oki Printer		
58	HP Printer		
No #	Canon Printer		
59	HP Printer		
60	HP Printer		
61	HP Printer		
62	HP Printer		
No #	Canon Printer		
63	Dell laptop		
64	HP Printer		
65	HP Printer		

AUCTION INVENTORY

#	ITEM	CG #	QTY
No #	Sharp Calculator		
No #	CD Rom		
No #	Xerox printer	623	
66	HP Printer		
67	Brother fax		
68	Xerox printer		
69	Brother fax		
70	HP Printer	287	
71	HP Printer		
No #	Xerox printer		
72	HP Printer		
73	HP Printer		
No #	Canon Copier	Z39896	
74	HP Printer		
75	HP Fax		
No #	Canon Printer		
No #	Brother typewriter		
No #	Olivetti typewriter		
No #	Pentax camera w/ bag & Misc		
No #	Sony video camera	1354899	
No #	Sony camera	39771	
76	Dell Monitor		
77	Dell Monitor		
78	Dell Monitor		
79	Dell Monitor		
80	Dell Monitor		
81	Dell Monitor		
82	Dell Monitor		
83	Dell Monitor		
84	Dell Monitor		
85	Dell Monitor		
86	Dell Monitor	414	
87	Dell Monitor		
88	Dell Monitor		
89	Linksys Modem		
90	Battery Backup	422	
91	Battery Backup		
92	Battery Backup		
93	Battery Backup		
94	Battery Backup		

AUCTION INVENTORY

#	ITEM	CG #	QTY
95	Battery Backup		
96	Battery Backup		
No #	Adding machine (calculator)		
No #	Adding machine (calculator)		
No #	Adding machine (calculator)		
No #	Adding machine (calculator)		
No #	Time clocks - fingerprint		4
No #	Time clocks - Card swipe		2
No #	Keyboards		
97 - 106	Telephones		
No #	Telephone		
108 - 120	Telephones		
No #	Telephone		
122 - 128	Telephones		
129	Radio		
No #	Paint Sprayers		2
No #	Mailboxes	823	
131	Chair - black	314	
132	Chair - red	87	
No #	Chairs		6?
No #	Desk - wooden		
No #	Credenza - metal		
133	Printer stand	216	
134	VOID		
135	Printer stand	829	
No #	Small desk		
No #	Computer stand		
No #	Desk - 2 part		
No #	Wooden desk		
No #	Ink cartridges		10
No #	Cassette tapes		7
No #	Damaged street signs		TBD