

**RESOLUTION 17-91**

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE AGREEMENT WITH EVANS AUCTIONEERS, INC. TO CONDUCT AN AUCTION OF CITY SURPLUS PROPERTY ON MAY 20, 2017 FOR A FEE OF FIVE PERCENT OF THE TOTAL PROCEEDS RECEIVED.**

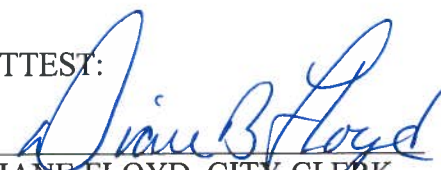
**BE IT RESOLVED** by the City Council of the City of Panama City Beach that the appropriate officers of the City are authorized but not required to accept and deliver on behalf of the City that certain Agreement between the City and Evans Auctioneers, Inc., to conduct an auction of the City's Surplus Property, Vehicles and Equipment, on May 20, 2017, for a fee of Five Percent (5%) of the total proceeds received, in substantially the terms and conditions set forth in the quote attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

**THIS RESOLUTION** shall be effective immediately upon passage.

**PASSED** in special session this 11th day of May, 2017.

CITY OF PANAMA CITY BEACH

By:   
MIKE THOMAS, MAYOR

ATTEST:  
  
DIANE FLOYD, CITY CLERK

# Panama City Beach Police Department

17115 Panama City Beach Parkway  
Panama City Beach, Florida 32413-2128  
(850) 233-5000 Fax (850)233-5013

[www.beachpolice.org](http://www.beachpolice.org)


May 1, 2017

Chief Drew Whitman

## Auction Bid Request 2017

At 10:00 a.m. on Friday April 28, 2017, I opened three bid proposals for the City Auction. I first opened the bid from Florida Auction Network, Evans Auctioneers, and GovDeals.com. GovDeals.com was unable to submit a bid due to failing to meet requirements and noted this on their letter. Florida Auction Network and Evans Auctioneers both submitted a bid for 5% commission plus buyer's premium.

I would like to request to award the bid to Evans Auctioneers as there is no advantage with going with a different company.



Captain Wayne Maddox  
Field Services Commander

# EVANS

AUCTIONEERS

est. 1979

4618 HAMILTON ROAD • COLUMBUS, GA 31904  
P.O. BOX 4766 • COLUMBUS, GA 31914  
Toll Free: 1-800-282-8460 • Local: 706-653-9006 • Fax: 706-653-9096

## Proposal For 2017 RFP #042817: Services to Conduct City Auction

### Company Description

Evans Auctioneers is a highly qualified auction company with many years experience in government auctions in several states.

#### References Include:

Columbus Water Works  
1420 54th Street  
Columbus, GA 31904  
Contact: Reginald Walton  
Phone: 706-358-8170

Forsyth County  
118 Castleberry Road, Suite 13  
Cumming, GA 30040  
Contact: Avery Gravitt  
Phone: 770-888-8872

U.S. Army MWR – Ft. Benning, GA  
111 Merchant Ave.  
Ft. Benning, GA 31905  
Contact: Allen Singleton  
Phone: 706-545-7298

Columbus Consolidated Government  
100 Tenth Street  
Columbus, GA 31902  
Contact: Andrea McCorvey  
Phone: 706-653-4105

# EVANS

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### *Evans Auctioneers Will:*

- A.
1. Submit to auction marketing department a sufficient number of pictures with a list of items to be auctioned. A brochure will be designed and mailed from our mailing list; pictures/listing will be posted on our website (weaci.com) & also links to our various auction sites such as AuctionZip.com; Facebook.com; TheAuctionGuy.com; PublicAuctionFinder.com & More. Ads will be placed in various newspapers, and bulk emails will be sent out daily to previous customers on our mail list.
  2. Assign a sufficient number of personnel to Panama City Police Department to arrange and inventory items. They will arrive on site to begin work on a date selected by Captain Wayne Maddox the week prior to auction. Auction items will be assigned a number and described in detail with the City's reference number. The information will be entered into computers using state of the art auction software. Each item will be described & entered by department/consignor.
  3. Provide proper qualified staffing on preview day and Auction Day. Personnel to include auctioneers, ring-men, auctioneer clerk, experienced cashiers and computer clerks. Auctioneer will hold a Florida Auctioneers License. Evans Auctioneers, Inc. is an equal opportunity employer.
  4. Provide a 32 Ft. Office Trailer for the safe collection of auction proceeds. It is properly equipped with computers and all equipment necessary for cashiers & staff.
  5. Provide an auction truck with auction topper equipped with amplification system & counters for clerks and auctioneers. The auction company will also provide tents, tables and chairs for registration.
  6. Register each prospective bidder requiring proper identification and proof of means to pay by cash, credit card or check. Checks are accepted with a bank letter of guarantee. Bidders are issued a buyers number to be recorded in the auction system.
  7. Enter sales price and bidders number into computer as items are sold to the highest bidder.
  8. Collect auction proceeds from customers by qualified cashiers. Invoices will be printed from computers using 3-part paper. Original copy belongs to the customer; and both The Panama City Beach Police Department and Evans Auctioneers will keep a copy for permanent record.
  9. Balance each cashier against invoice and computer totals. Reports will be printed showing each item sold, amount & sale total for each department. A final report with totals, less commission will be submitted to Captain Wayne Maddox and net proceeds will be submitted immediately after auction is balanced with all reports.

# EVANS

## AUCTIONEERS

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### *Evans Auctioneers Will: (continued)*

- B. A 5% auction fee will be charged to the Panama City Beach Police Department and consignors. Auction Company will collect a 13.5% Buyer's Premium from buyers with no additional charge to customers for credit card transactions, which will be retained by Auction Company.

Pay for advertising, labor, supplies, and any other various auction related costs. Toilet Facilities will be provided by The Panama City Beach Police Department. The Auction Company will provide sodas and snacks to keep bidders from leaving the premises to find food until auction is over.

- C. Auction Company would appreciate The Panama City Beach Police Department inviting other local government agencies to join in the auction with their vehicles & heavy equipment and miscellaneous items under the same conditions with all consignor items kept separate on reports. The larger the variety of items, the more enhancing the auction becomes.
- D. All advertising will state "Everything Sold As-Is." Auctioneer will announce the same with all sales are final, no refunds, no returns, as well as any and all additional rules.
- E. Evans Auctioneers will comply with Florida State Statues Chapter 468, Miscellaneous Professions and Occupations, specifically Part VI – Auctioneers, (s.s. 468.381-468.399).

### **Sub-Consultants**

Evans Auctioneers will not use any sub consultants.

**EVANS**  
AUCTIONEERS  
est. 1979

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Any and all parts of this proposal remain negotiable. The Panama City Beach Police Department may request any additional services needed for auction.

We respectfully request that this contract be extended for a second year.

We greatly appreciate the opportunity to bid on your auction.

Sincerely,



Anne B. Evans – Owner  
Evans Auctioneers, Inc.

FLORIDA AUCTION NETWORK LLC  
3847 EAST BUSINESS HIGHWAY 98  
PANAMA CITY, FL 32401  
850-896-2343  
[auctionchoice@yahoo.com](mailto:auctionchoice@yahoo.com)  
[www.flauctionnetwork.com](http://www.flauctionnetwork.com)  
AB# 3488 AU# 4677

**Consignor:** City of Panama City Beach

**Seller ID:** City of Panama City Beach

**Date of Consignment:**

**Contact Info:** Captain Wayne Maddox

**Event/Auction:** Calendar Year 2017

## CONSIGNMENT AGREEMENT

- 1. CONSIGNMENT:** Consignor grants Florida Auction Network LLC (FANLLC) the exclusive right to auction his/her/its property at public auction. FANLLC will decide the best method to advertise the property. FANLLC may divide or combine the property into one or more separate lots. FANLLC will incur no liability for the postponement of any auction for any reason. FANLLC is not responsible for any items left with FANLLC that do not appear on the property receipt made out by a FANLLC employee and countersigned by Consignor.
- 2. COMMISSIONS:** FANLLC will receive 5% of the hammer price for all lots sold.
- 3. RESERVES:** Reasonable reserves are accepted on most items. It is understood that if FANLLC sells the property below a reserve amount, the consignor will receive an amount equivalent to that which they are entitled to had the item sold at the reserve amount. Reserves are to be agreed upon before items are transferred to possession of FANLLC and cannot be raised after FANLLC has taken possession. Unsold items may incur a service charge. (See paragraph 13 about alerting FANLLC to retrieve unsold items and/or relisting items through another auction)
- 4. ADDITIONAL CHARGES:** Consignor will pay all packing, handling, and transportation costs to FANLLC premises, as well as restoration, repair, and cleaning costs and costs of third party services, appraisals or expert advice to properly describe property or verify authenticity. Cleaning, restoration, and appraisal costs in excess of \$30 will be approved in advance by Consignor. All third party costs are increased 10% as a service charge for FANLLC account.
- 5. INSURANCE:** Consignor will maintain any insurance deemed necessary and holds FANLLC harmless for any damage or liability claims resulting from involvement of property at the premises/site until the Consignor is paid by FANLLC. Consignor will maintain insurance until Consignor is paid by FANLLC and Consignor is liable for any theft, damage, fire damage, natural disaster, or vandalism that may occur while on premises/site or while being handled by FANLLC.
- 6. ADVERTISING, PHOTOGRAPHY, & VIDEO:** FANLLC will market as it deems necessary to obtain the maximum results. FANLLC will display, video, and photograph the items, and events/transactions as it deems appropriate. FANLLC reserves the right to photograph, audio and video record any property and event/transaction and to use pictures and recordings in any and all advertisements, information packets, legal proceedings, or for any legal use. In instances where the value of tangible personal property owned by a local government exceeds \$5000.00 per item, FANLLC will publish notice not less than 1 week nor more than 2 weeks prior to sale/auction in a newspaper having a general circulation in the county or district in which is located the official office of the governmental unit at no charge and will provide verification of the publication.
- 7. PAYMENTS:** FANLLC will provide (by mail or in person) sales proceeds to the consignor, less all commissions and costs, within 30 days after the auction close, together with a full accounting thereof.
- 8. CLAIMS BY BUYERS:** If, within 30 days from the auction close, the buyer of any property demonstrates to FANLLC's satisfaction that the property purchased is not authentic or is materially different from its catalogue description or other FANLLC representations, FANLLC may, in its sole discretion, delay payment to the consignor (if not yet

paid under Paragraph Number 7), rescind the sale, and refund the full purchase price to the buyer. If the Consignor is paid under Paragraph Number 7, Consignor will remit to FANLLC the proceeds previously received for the rescinded sale.

9. **RESERVED BIDS & WITHDRAWAL:** Consignor appoints the Auctioneer and/or FANLLC and its representatives to bid on the consignor's behalf up to the amount of the reserve. Consignor agrees that neither he nor his representative will bid on items under this agreement. Any items the Consignor does bid on will be treated as a purchase and charged the full buyer's premium and commission. Consignor agrees not to withdraw any property subject to this agreement unless agreed to by FANLLC, and the payment of all charges, costs, and the commission (both buyer's premium and consignor's fees) due as if the item had been sold.
10. **WARRANTIES & INDEMNIFICATION BY CONSIGNOR:** (a) Consignor represents and warrants that he has the legal right to consign the property for sale; that there is not, nor will there be, any claim, lien or encumbrance against the property for any reason. (b) Consignor agrees to indemnify FANLLC against all claims and expenses, including reasonable attorney's fees arising from the actual or claimed breach of any of the Consignor's warranties or representations herein, which shall survive the completion of a sale of property.
11. **NONPAYMENT BY PURCHASER:** FANLLC is not obligated to legally enforce payment by any buyer of the property. If FANLLC is not paid by the purchaser within 15 days of sale, FANLLC may, in its sole discretion, cancel the sale and resell the property.
12. **NO GUARANTEE:** FANLLC does not guarantee the selling price of property. All estimates of selling value are opinion only and shall not be construed as any promise of selling price. FANLLC is not liable for errors or omissions in catalogues or other descriptive material.
13. **UNSOLD PROPERTY:** (a) Property not sold shall be reclaimed by the Consignor no more than 10 days after the last day of the sale period or auction. (b) The Consignor is responsible for contacting FANLLC to indicate when unsold consigned items are to be retrieved from the premises, or if the unsold consigned item(s) are to be relisted in a second auction, it is incumbent upon the Consignor to alert FANLLC to that decision before 10 days elapse after an auction or consignment period ends. All items not relisted in a future auction or a new consignment agreement is not completed are given a 10 day grace period for the Consignor to retrieve from the premises, as per point (a) above. Property remaining after the 10 days will be subject to storage charges of \$10 per day, per lot. All charges must be paid before the property is released. **ANY ITEMS LEFT OVER 30 DAYS WILL BE CONSIDERED ABANDONED AND BECOME PROPERTY OF FANLLC. FANLLC MAY DISPOSE OF THE ITEMS AT ITS DISCRETION.**
14. **MISCELLANEOUS:** This agreement is binding upon the Consignor's heirs, beneficiaries, executors, et. al.; is assignable only with FANLLC's consent; may be modified only in writing signed by FANLLC and the Consignor; and shall be governed by the laws of the state of Florida.
15. **CONTRACT TERM:** The contract will continue in force until notice to cancel is given by either party or 365 days has passed. A new Consignment Agreement is required each 365 days.
16. **ITEM REMOVAL:** It is understood by the parties that in the event any consigned item is removed by the Consignor, FANLLC will receive their due commission as if the item had sold. The value will be determined by the reserve, or where there is no reserve, the appraised value by a mutually agreed to appraiser.
17. **CONSIGNOR RESPONSIBILITIES:** Consignor is responsible to furnish FANLLC with a complete descriptive list of the property to be sold; including but not limited to brand name, model number, manufacturers serial number, size, shape, color, condition. (see Paragraph Number 19 for information related to titled items) Consignor will deliver all listed property to the premises/site in the cleanest, most functional condition practical and free of any excess liquids or contaminants before being transported to FANLLC premises/site. Consignor guarantees that he/she or it has good title and right to sell items/property; that they are without mortgages, liens or encumbrances of any



kind except those which are specifically detailed within this contract. Consignor assumes full responsibility for providing marketable title and delivery of title to purchaser, payment of proceeds to creditors, and Consignor will assume all attorney fees and court costs if such a case should arise. Any misrepresentation by the Consignor as to the description or condition will allow FANLLC to make a downward adjustment on the selling price at FANLLC's sole discretion or refuse to sell the property and collect the payment of all charges, costs, and the commission (both buyer's premium and consignor's fees) due as if the item had been sold.

- 18. **STORAGE:** As an additional service to government consignors, FANLLC offers short-term storage of items that are involved in the surplus/disposal process. FANLLC provides a licensed, bonded, and insured premises at 3847 E. Business Hwy 98, Panama City, FL 32401. This premises is fenced and covered by 24-hour surveillance. Items may be stored for up to 90 days prior to auction.
- 19. **TITLED:** Titled items require a separate Used Vehicle Consignment Agreement form for each vehicle consigned by an individual or business, Power of Attorney HSMV 82995, and title delivered to FANLLC prior to FANLLC taking possession of titled item. Automobile Dealers are required to re-assign title to FANLLC for a vehicle to be sold or auctioned and complete a FANLLC Vehicle Information Data Form. Titles and lien releases must accompany vehicle upon pick up or delivery to FANLLC possession.
- 20. **NO SALE FEE:** FANLLC reserves the right to charge a No Sale Fee for items that require special handling, unusual time requirements, and advertising that do not sale. Consignor must agree to this possible fee in this contract when required by FANLLC.

I commission FANLLC to auction the items listed on the attached sheet(s) to the highest bidder by public auction. I certify that I am the owner/custodian of the listed goods, merchandise, and/or property (property, vehicle, item, lot, etc.) and have good title and the right to sell and that they are free from all encumbrances. I agree to accept all responsibility for providing merchandise title and for delivery of title to purchaser. I agree to hold harmless the auctioneers against any claims of the nature referred to in this agreement.

**THIS AGREEMENT IS VALID FOR 365 DAYS AND MUST BE RENEWED TO BE VALID BEYOND 365 DAYS.**

I have read and understand the terms above of the Event/Auction and will abide by them.

Captain Wayne Maddox City of Panama City Beach Police Department 17115 Panama City Beach Parkway Panama City Beach, FL 32413
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X

Consignor/Seller

X

Jonathan Sewell  
Manager/Auctioneer

FLORIDA AUCTION NETWORK LLC  
CONSIGNED ITEMS LIST

QTY	DESCRIPTION	RESERVE

I have read and understand the terms and conditions of this auction/event and the consignment agreement.

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Phone \_\_\_\_\_

Sign/Date \_\_\_\_\_

Auctioneer/Clerk \_\_\_\_\_

Pick Up \_\_\_\_\_ Drop Off \_\_\_\_\_

Date \_\_\_\_\_

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## CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

**1. DEPARTMENT MAKING REQUEST/NAME:**

Panama City Beach Police Department

**2. MEETING DATE:**

May 11, 2017

**3. REQUESTED MOTION/ACTION:**

We respectfully request to utilize Evans Auctioneers for the 2017 auction to be held at the Panama City Beach Police Department impound lot on May 20, 2017.

**4. AGENDA**

PRESENTATION   
PUBLIC HEARING   
CONSENT   
REGULAR

**5. IS THIS ITEM BUDGETED (IF APPLICABLE)?** YES  NO  N/A   
BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED YES  NO  N/A

**6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)**

On Friday, April 28, 2017, bids from three companies were opened in reference to the 2017 City Auction. Evans Auctioneers was selected and is being requested to facilitate the 2017 auction. This selection will allow the City to auction off surplus items. Evans Auctioneers will retain a 5% commission.