
**THE CITY OF BLUE ISLAND
COOK COUNTY, ILLINOIS**

**RESOLUTION
NUMBER 2016-035**

**A RESOLUTION AUTHORIZING EXECUTION OF LEASE AND
MAINTENANCE AGREEMENT WITH HARRIS GOLF CARS AND
MAINTENANCE SERVICES.**

**DOMINGO F. VARGAS, Mayor
Randy Heuser, City Clerk**

1st Ward	TOM HAWLEY	GEORGE POULOS
2nd Ward	LETICIA VIEYRA	FRED BILOTTO
3rd Ward	NANCY RITA	KEVIN DONAHUE
4th Ward	CANDACE CARR	ALECIA SLATTERY
5th Ward	JANICE OSTLING	KENNETH PITTMAN
6th Ward	DEXTER JOHNSON	JAIRO FRAUSTO
7th Ward	NANCY THOMPSON	JAMES JOHANSON

Aldermen

RESOLUTION NO. 2016-035

A RESOLUTION AUTHORIZING EXECUTION OF LEASE AND MAINTENANCE AGREEMENT WITH HARRIS GOLF CARS FOR GOLF CARS AND MAINTENANCE SERVICES

WHEREAS, the City of Blue Island has the authority to contract and be contracted with pursuant to 65 ILCS 5/2-2-12;

WHEREAS, the city plans to enter into an agreement with Harris Golf Cars Sales and Service (“Harris”) for golf car leasing and maintenance services; and

WHEREAS, the appropriate city officials have considered and reviewed the agreement attached as Exhibit A and find the same to be in the best interests of the City;

NOW AND THEREFORE, BE IT RESOLVED by the City Council of the City of Blue Island, Cook County, Illinois, as follows:

SECTION 1: AGREEMENT FORM AND TERMS AUTHORIZED

The terms and conditions as shown in the Agreement attached as Exhibit A to this Resolution are hereby approved.

SECTION 2: AUTHORIZATION OF AGENT TO EXECUTE AND ACT IN ACCORDANCE WITH AGREEMENT

The City Council further authorizes the Mayor or his designee to execute any and all documentation that may be necessary to carry out the intent of this Resolution. The officers, employees, and/or agents of the City shall take all action necessary or reasonably required by the City to carry out, give effect to, and consummate the intent of this Resolution.

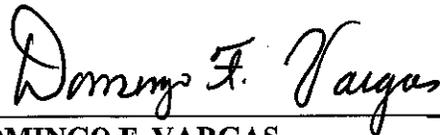
SECTION 3: EFFECTIVE DATE

This resolution shall be in full force and effect upon its passage and approval as required by law.

ADOPTED this 25th day of October, 2016, pursuant to a roll call vote as follows:

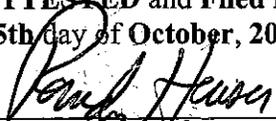
	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman Hawley	X				
Alderman Poulos	X				
Alderman Vieyra	X				
Alderman Bilotto	X				
Alderman Rita	X				
Alderman Donahue	X				
Alderman Carr	X				
Alderman Slattery	X				
Alderman Ostling	X				
Alderman Pittman	X				
Alderman Johnson	X				
Alderman Frausto			X		
Alderman Thompson			X		
Alderman Johanson	X				
Mayor Vargas					
TOTAL	12		2		

APPROVED by the Mayor on October 25, 2016.



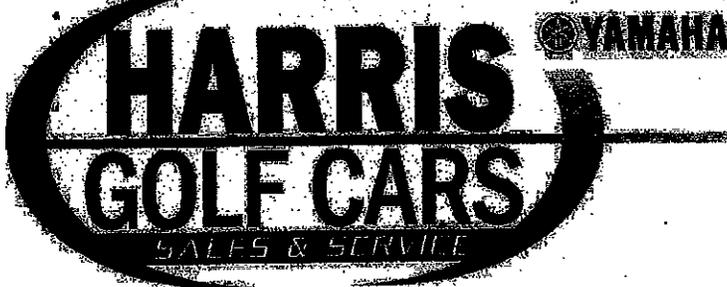
DOMINGO F. VARGAS
MAYOR OF THE CITY OF BLUE ISLAND,
COUNTY OF COOK AND STATE OF ILLINOIS

ATTESTED and Filed in my office this
 25th day of October, 2016.



RANDY HEUSER
CITY CLERK

Serving Iowa, Illinois, Nebraska & Wisconsin



Iowa Location:

155 N. Crescent Ridge • Dubuque, IA 52003

Illinois Location:

540 Hartland Drive, Suite A • Sugar Grove, IL 60554

Nebraska Location:

1020 S. Highway 30 • Blair, NE 68006

Wisconsin Location:

13900 Leesbier Road • Sturtevant, WI 53177

EQUIPMENT, PRICING & TERMS

EQUIPMENT:

Twenty Five (25) 2017 Yamaha Drive³ EFI Gas Golf Cars w/ 4-Yr. Warranty:
~ ClimaGuard Sun-Top w/ Gutter System

~Fleet Numbers

~ Delivery & Set-Up

60-MONTH MUNICIPAL LEASE:

► EFI FLEET:

a. \$133.00 Per Car / Per Month x 25 Cars = \$3,325.00 Monthly (May-Oct) x 30 Payments = \$99,750.00.

i. Please note this Proposal is for our Industry-Leading EFI Gas Car which has no Choke Cable, almost no Emissions and approximately 35% better fuel economy than our competitors!

TERMS:

- a. Harris Golf Cars will absorb remaining current lease contract balance due without penalty.
- b. This agreement includes on call service with annual maintenance. (See Attached Contract)
- c. Fleet delivery scheduled for November 2016 with First payment on new lease to be May 2017.
- d. Current fleet to be returned to Harris Golf Cars in fleet operating condition – normal wear & tear accepted.
- e. Proposal acceptance required on or before 10/10/16 to provide scheduled delivery.

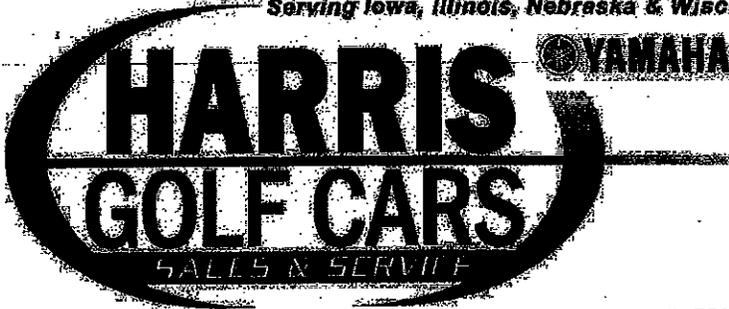
Accepted By: _____
The Meadows of Blue Island ~ Signature The Meadows of Blue Island ~ Print

Date: _____

Accepted By: _____
Harris Golf Cars ~ Signature Harris Golf Cars ~ Print

Date: _____

Serving Iowa, Illinois, Nebraska & Wisconsin



Iowa Location:

165 N. Crescent Ridge • Dubuque, IA 52003

Illinois Location:

549 Heartland Drive, Suite A • Sugar Grove, IL 60584

Nebraska Location:

1020 S. Highway 30 • Blair, NE 68008

Wisconsin Location:

13900 Leetebir Road • Sturtevant, WI 53177

PROPOSAL CONDITIONS

WARRANTY & SERVICE:

Please find the enclosed copy of the 4-Year Warranty offered to The Meadows of Blue Island by the Yamaha Golf-Car Company. The Yamaha Golf-Car Company has an authorized Yamaha Service Representative who will be responsible for all warranty and requested service work. As you have experienced, a dedicated service technician is a real asset to your facility because of his availability, reputation and the number of satisfied customers Yamaha has in your area. All visits are provided 'as-needed' by calling Service @ 630-466-5239.

GOLF COURSE FLEET MAINTENANCE RESPONSIBILITIES:

Please see the enclosed statement of Warranty for the fleet of cars proposed for The Meadows of Blue Island, where we first ask you please maintain 19 PSI of Air Pressure in tires. For our EFI Gas Car, please perform Service once per year (Oil Change, Filter Change, New Spark Plug and Fuel Element blown out) and Clutch Belt Maintenance (Replacement every 2-3 Years). Please keep in mind that failing to perform routine golf car fleet maintenance could void warranty coverage on resulting damage. Your cooperation is greatly appreciated.

EARLY ROLL-OUT:

Upon entering into the last year of the lease with Yamaha Commercial Customer Finance, if all terms and conditions of the lease have been satisfactorily met, Yamaha Golf-Car Company will grant customer option of rolling into a new fleet of Yamaha golf cars. The new agreement must be with Yamaha Commercial Customer Finance and will be subject to their credit approval. The new payment will be based upon current fleet condition, product pricing and interest rates at that time.

TRADES:

At the end of the Lease Term or time of Roll Out, all trades must be in normal operating condition at the time of the new car delivery. Any car not running or having any excess damage beyond normal wear and tear will be charged to The Meadows of Blue Island.

CONCLUSION:

This Proposal is valid for 30 days, does not include any applicable taxes and is subject to the credit approval of Yamaha Commercial Customer Finance. This Proposal constitutes the entire understanding and agreement among the parties hereto relative to the subject matter hereof and supersedes all prior agreements and understandings between the parties, whether oral or in writing. Either party has made no representations or promises to the other with respect to the subject matter of this agreement, except as set forth in this agreement.

Please return Signed Proposal to Harris Golf Cars President, Steve Olken, either via Fax or Email:

Fax: (630) 466.5266

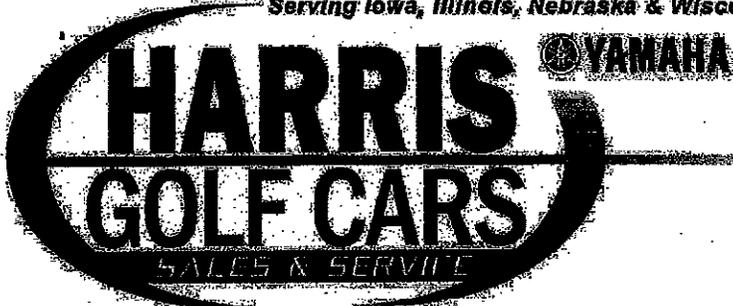
Email: solken@harrisgolfcars.com

I have read and agree to the above Proposal Conditions _____ (Initial)



harrisgolfcars.com

Serving Iowa, Illinois, Nebraska & Wisconsin



Iowa Location:

155 N. Crescent Ridge • Dubuque, IA 52003

Illinois Location:

549 Heartland Drive, Suite A • Sugar Grove, IL 60554

Nebraska Location:

1020 S. Highway 30 • Blair, NE 68009

Wisconsin Location:

13900 Leetsbir Road • Sturtevant, WI 53177

HARRIS GOLF CARS LEASE ON-CALL SERVICE CONTRACT

This service agreement shall be between the Customer, *The Meadows of Blue Island*, and the Provider, Harris Golf Cars.

HARRIS GOLF CARS SERVICES PROVIDED

- All recommended preventive maintenance as prescribed by Yamaha.
- All warranty repairs and updates
- Repair normal wear & tear items including tires & wheels.
- On-Call service visits to inspect and repair vehicles to ensure Customer Satisfaction.
- Annual Reconditioning. Complete inspection and repair of all components including but not limited to: steering, suspension, brakes, acceleration, electrical, drive train, clutches, batteries, tires, etc. All cars will be returned to manufacturers specs for safety and reliability.

CUSTOMER RESPONSIBILITIES

During the term of this agreement, Customer shall complete the following services at Customers expense:

- Perform daily pre-operation inspection
- Maintain all fluid levels and provide clean fuel or full battery charge
- Clean and Secure cars
- Damage repairs from accident, abuse or negligence. Harris provided on a time and material basis.

DEFINITIONS

Preventive Maintenance: All preventive maintenance as prescribed in the Genuine Yamaha Maintenance Chart including parts & labor. This contract requires the use of Genuine Harris/Yamaha Parts only.

Warranty: Any repairs made due to a manufacturer's defect during Yamaha's limited four-year warranty period. This includes provision for daily 36 hole 48V battery performance during four year warranty in addition to all recalls and factory modification campaigns.

On-Call service visit: Service visits to inspect the vehicles to ensure Customer Satisfaction and to perform prescribed maintenance, warranty repairs or normal wear and tear repairs as required.

Normal wear: A part that wears out or fails due to normal wear and tear, including tire/wheels. This does not include repairs caused by damage, abuse or negligence. *Harris Golf Cars* will perform those repairs at Customers expense.

ADDENDUM

Cars covered by this contract; DR2QA1WFI Quantity 25. This agreement shall be for the period of 11/30/16 through 10/30/21. Customer reserves the right to cancel this contract at any time by providing Harris Golf Cars with written notice at least 60 days in advance. Harris Golf Cars has the right to cancel this contract if Customer fails to execute the Customer Responsibilities described above.

PAYMENT SCHEDULE

This service agreement is provided at no additional charge and is an integral part of Harris Lease Agreement 9/14/16.

CUSTOMER SIGNATURE	CUSTOMER TITLE	DATE
DISTRIBUTOR SIGNATURE	DISTRIBUTOR TITLE	DATE



LIMITED 4-YEAR WARRANTY FOR DRIVE² GOLF CAR

Yamaha Golf Car Company hereby warrants that any new Yamaha DRIVE² Gas or DRIVE² Electric golf car purchased from Yamaha, or an Authorized Dealer or Distributor in the United States will be free from defects in material and workmanship for FOUR years from date of purchase, subject to the stated limitations. DURING THE PERIOD OF WARRANTY, any authorized Yamaha golf car service technician, dealer, or distributor will, free of charge, repair or replace, at Yamaha's option, any part adjudged defective by Yamaha due to faulty workmanship of material from the factory. Parts used in warranty repairs will be warranted for the balance of the vehicle's warranty period. All parts replaced under warranty become property of Yamaha Golf Car Company.

Common Parts		Specific Car (DC or AC motor) Specific	
Items	Warranty Lifetime to Original Owner		
Frame/chassis	4 Years	Battery (Italian TWT ² with Hydrologic Warning System)	4 Years or 25,000 amp-hours whichever comes first (based on number of cycles)
Fabric	2 Years	Electric Motor	4 Years
Paints (excluding wheels/racks)	4 Years	Motor Controller/Charger	4 Years
Electrical wires, switches and relays	4 Years	Shifter Control	4 Years
Suspension/Steering Components	4 Years	Charger Receptacle	4 Years
Seals	2 Years	Transmission Control	4 Years
Seat Top	4 Years	GAS ENGINE AND COMPONENTS	
Bodywork/Body Parts	4 Years	Exhaust/Intake/Generator	4 Years
Floor Mats	2 Years	Cylinder/Head	4 Years
Steering Rods	3 Years	Timing Chain/Camshaft	4 Years
Bag Carrier	4 Years	Battery	4 Years
Common Accessories		Clutch (excluding drive belt)	4 Years
Windshield	4 Years	All Remaining Parts	3 Years
Sand Bottle/Sand Bottle Cover	4 Years		
Information Holder/Bag Cover	4 Years		

EXCLUSIONS from this Warranty shall include any failures caused by:

- * Abnormal strain, neglect, or abuse, including lack of proper maintenance, and use contrary to the Owner's/Operator's Manual instructions.
- * Accident or collision damage.
- * Installation of parts or accessories that are not original equipment.
- * Fading, rust, or deterioration due to exposure or ordinary wear and tear.
- * Modifications or alterations that affect the car's condition, operation, performance, or durability, or which makes the car serve a purpose other than use as a two-person, golf course vehicle.
- * Damage due to improper transportation.
- * Acts of God, i.e. lightning, hail damage, flooding, fire, etc.

This Limited Warranty does not cover any parts replaced due to normal wear or routine maintenance, including oil and oil filter elements, brake shoes, tire wear, spark plug, starter and clutch drive belts. Any charges incurred in transporting a golf car or charger to and from an authorized Yamaha golf car dealer for service or in performing field service are also excluded from this warranty. Gasoline powered golf car starting batteries on vehicles equipped with a golf course GPS device, or any other device with a parasitic current draw, unless the vehicle is equipped from the factory with an optional deep cycle starting battery, are also excluded from this warranty.

THE CUSTOMER'S RESPONSIBILITY under this warranty shall be to operate and maintain the golf car and charger as specified in the appropriate Owner's/Operator's Manual, and give notice to an authorized Yamaha golf car dealer of any and all apparent defects within ten (10) days after discovery, and make the vehicle or charger available at that time for inspection and repairs by the dealer's authorized representative.

WARRANTY TRANSFER: Any transfer of warranty must take place within the first three years of the original in-service date of the vehicle. The vehicle must be re-registered by an authorized Yamaha Golf Car Dealer within 30 days of transfer. A fee may be charged for the transfer of the warranty.

Yamaha Golf Car Company makes no other warranty of any kind, expressed or implied. All implied warranties of merchantability and fitness of merchantability and fitness for a particular purpose which exceed the obligations and limits stated in this warranty are hereby disclaimed by Yamaha Golf Car Company and excluded from this Warranty. Some states do not allow limitations on how long implied warranty lasts, so the above limitation may not apply to you. Also excluded from this Warranty is any incidental or consequential damages including loss of use. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion may not apply to you. This Warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

Yamaha Motor Corporation, USA, KENNESAW, GEORGIA 30144

EFFECTIVE DATE: 7/1/11

I have read and agree to the conditions as set forth in above warranty.

Initials _____



Harris Golf Carts 2016 EFI Cart Lease

I. **Introduction/Purpose**

The Meadows Golf Course leases golf carts from Harris Golf Carts for as long as they have been open.

II. **Discussion/Highlights**

The normal cycle for our golf cart leases, is we get three leases in a row, each for 5 years. This means you normally have 2 years where there is no renewal. However, because of the use, wear and tear of the golf carts, we are beginning to spend more money in repairs and parts over the years. Harris is allowing the City to roll their last year of the oldest lease into a new lease. This will cause the payments to be lower for the newest lease, rather than waiting for the 2 years to go by. By waiting the 2 years, inflation would be more than what it would cost to lock in the price right now for 5-years.

III. **Conclusion/Recommendation**

I recommend to approve the new lease contract with Harris Golf Carts for 25 EFI Carts.

Prepared By: Matthew Anastasia, Director of Finance and Administration