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

**RESOLUTION
NUMBER 2022-047**

**A RESOLUTION OF THE CITY OF BLUE ISLAND,
COOK COUNTY, ILLINOIS, TO AUTHORIZE
AND APPROVE A LEASE AGREEMENT WITH HARRIS GOLF
CARS SALES AND SERVICE FOR
MEADOWS OF BLUE ISLAND**

**FRED BILOTTO, Mayor
RAEANN CANTELO-ZYLMAN, City Clerk
JAIRO FRAUSTO, City Treasurer**

**DEXTER JOHNSON
LUIZ MONTOYA
NANCY RITA
BILL FAHRENWALD
GABRIEL McGEE
CANDACE CARR
JOSH ROLL**

Alderman

RESOLUTION NUMBER 2022-047

**A RESOLUTION OF THE CITY OF BLUE ISLAND,
COOK COUNTY, ILLINOIS, TO AUTHORIZE
AND APPROVE A LEASE AGREEMENT WITH HARRIS GOLF CARS SALES AND
SERVICE FOR MEADOWS OF BLUE ISLAND**

WHEREAS, the City of Blue Island, Cook County, Illinois (the “City”) is a duly organized and existing City created under the provisions of the laws of the State of Illinois and operating under the provisions of the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto, with full powers to enact ordinances and adopt resolutions for the benefits of the residents of the City; and

WHEREAS, the City of Blue Island and Harris Golf Cars Sales and Service desire to enter into a lease agreement for twenty-five (25) golf carts to be utilized at the Meadows of Blue Island, a copy of which is attached hereto and made a part hereof as Exhibit A (the “Lease”); and

WHEREAS, the Mayor and Aldermen of the City deem it advisable and in the best interest of the health, safety and welfare of the residents of the City to execute and enter into the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the Aldermen of the City of Blue Island, Cook County, Illinois as follows:

Section 1. That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

Section 2. The Lease which is attached hereto and made a part hereof as Exhibit A, is hereby approved in substantially the same form presented to the Mayor and Aldermen of the City with such necessary non-material changes as may be authorized by the Mayor and City Attorney.

Section 3. The officials and officers of the City are hereby authorized to undertake actions on the part of the City as contained in the Proposal to complete satisfaction of the provisions, terms or conditions stated therein.

Section 4. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any other provision of this Resolution.

Section 5. All ordinances, resolutions, motions or orders in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 6. This Resolution shall be in full force and effect immediately upon its passage, approval, and publication as required by law.

(Left intentionally blank)

ADOPTED this 11th day of **October, 2022**, pursuant to roll call as follows:

	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman JOHNSON	X				
Alderman FAHRENWALD		X			
Alderman RITA	X				
Alderman MONTOYA	X				
Alderman MCGEE		X			
Alderman CARR	X				
Alderman ROLL	X				
Mayor BILOTTO					
	5	2			

APPROVED by the Mayor on **October 11, 2022**.

FRED BIOTTO
MAYOR OF THE CITY OF BLUE ISLAND,
COUNTY OF COOK AND STATE OF ILLINOIS

ATTESTED and Filed in my office this
11th day of OCTOBER, 2022.

RAEANN CANELO-ZYLMAN, CITY CLERK

STATE OF ILLINOIS)
)
COUNTY OF COOK) ss.

CERTIFICATION

I, RAEANN CANTELO-ZYLMAN, DO HEREBY CERTIFY THAT I am the duly elected City Clerk of the City of Blue Island, Illinois, as such City Clerk, I am the keeper of the minutes and records of the Proceedings of the City Council of the said City and have in my custody the RESOLUTIONS and BOOKS of the records of said City.

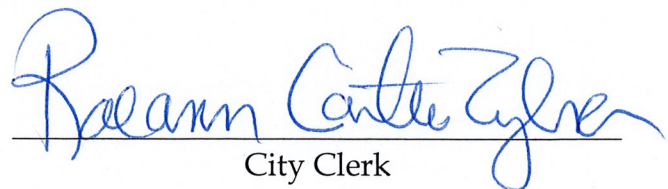
I DO FURTHER CERTIFY that the attached and foregoing is a true and correct copy of the certain **RESOLUTION: A RESOLUTION OF THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS, TO AUTHORIZE AND APPROVE A LEASE AGREEMENT WITH HARRIS GOLF CARS SALE AND SERVICE FOR MEADOWS OF BLUE ISLAND.**

RESOLUTION NO. 2022-047 which was adopted at a regular meeting of the City Council of the City of Blue Island, Illinois held on the **11th day of October, 2022**; that at said meeting 7 Alderman were present; that at said meeting, on motion duly made and seconded that the Resolution did pass and on the roll being called the vote of each Aldermen present on the question of the passage of said Resolution was duly and separately taken by Ayes and Nays and their names and votes recorded in the minutes of 5 Alderman voted Aye and 2 Alderman voted Nay and 0 Alderman voted Abstain and 0 Alderman Absent.

I DO FURTHER CERTIFY that the original Resolution which the foregoing is a true copy, is entrusted to my care for safe keeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of the City of Blue Island aforesaid, at the said City in the County and State aforesaid, this **11th** day of **October, 2022**.

CORPORATE SEAL

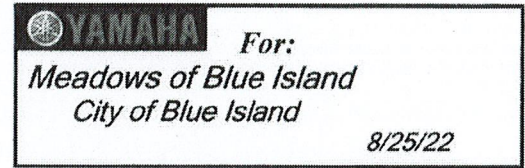


City Clerk

Exhibit A
(Harris Golf Cars Lease)



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 68008
Wisconsin Location:
14003 Leetsbir Road • Sturtevant, WI 53177



MUNICIPAL LEASE

QTY	MODEL	YEAR	5 year term	PER CAR/MONTH	MONTHLY PAYMENT
25	Drive2 QT gas	2024	Operating Lease	\$165.23	\$4,130.75
			30 Payment Plan	6 Skip – May – Oct.	
				First payment – May, 2024.	
ACCESSORIES INCLUDED		COLOR		OPTIONAL	
Clima Guard Top		Glacier White			
USB Dual Ports					
Fleet Numbers					
Yamaha QT Technology					
Strut Suspension					
Self Adjusting Brakes					
TRADE INFORMATION		MFG.	YR/MODEL	QUANTITY/VALUE	TRADE VALUE
N/A					

EXPIRATION:

Special Considerations:

- On Call Lease Service Included in Harris Lease.
- Delivery & Set-Up included in proposal. Tax is NOT included. Delivery Scheduled For: Spring, 2024.
- Fleet will be returned to Harris Golf Cars at term.
- All trade in fleet cars must have sun top and electric cars have working charger.
- Fleet inspection will be done prior to pick-up.

This price includes current surcharges and other costs. The price shown on this proposal is the maximum payment required. If surcharges and other costs are reduced prior to 60 days before delivery, invoice will be reduced to reflect updated pricing. If prices increase, the price shown on this proposal will be the price invoiced.

Meadows of Blue Island

Accepted By: _____

Title: _____

Date: _____

Harris Golf Cars

Accepted By: _____

Title: _____

Date: _____

NOTICE OF CONFIDENTIALITY: The information contained in this transmission is confidential and may be legally privileged. Unless you are a named recipient, your reading, distributing, forwarding, or copying this communication is prohibited. If you believe that you have received this communication in error, please contact me, and delete the e-mail from your system.



Iowa Location:
155 N. Crescent Ridge • Dubuque, IA 52003

Illinois Location:
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Nebraska Location:
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14003 Leetsbir Road • Sturtevant, WI 53177

HARRIS GOLF CARS ON-CALL SERVICE CONTRACT

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

HARRIS GOLF CARS SERVICES PROVIDE

All recommended preventive maintenance as described by Yamaha.
 All warranty repairs, modification campaigns, including parts and labor.
 On-Call service visits including labor to inspect and repair vehicles to ensure safety and Customer Satisfaction.
 Annual Service: Labor & Parts Cost for Complete inspection and repair of components including but not limited to: steering, suspension, brakes, acceleration, electrical, drive train, clutches, batteries, tires, etc. All cars will be returned to specs for safety and reliability.

CUSTOMER RESPONSIBILITIES

Perform daily pre-operation inspection.
 Maintain all fluid levels and provide clean fuel and or proper battery charge. Clean, Secure & Store all Golf Cars.
 Cost of parts for repairs (except annual service) from normal wear, not covered under warranty.
 Damage repairs from accident, abuse, negligence or acts of God. Harris will provide repairs on a T & M basis.
 Schedule Service requests online -- <https://www.harrisgolfcars.com/service-repair/>

DEFINITIONS

Preventive Maintenance: All preventive maintenance as written in the Genuine Yamaha Periodic Maintenance Chart (found in owner's manual) including labor. **This contract requires the use of Genuine Harris/Yamaha Parts**

Warranty: Any repairs made due to a manufacturer's defect during Yamaha's limited four-year warranty period. **This includes all factory modification campaigns. All Parts will be supplied by Harris/Yamaha to maintain and support factory warranty**

On-Call Service: or periodic visits to inspect the vehicles to ensure safety and Customer Satisfaction. To perform maintenance warranty repairs and or normal wear and tear repairs as requested or recommended

Normal wear: A part not covered under warranty that wears out or fails due to normal wear and tear, including tire/wheels. This does not include repairs caused by damage, abuse, or acts of God. Harris Golf Cars will complete those repairs at customer's expense.

ADDENDUM

Cars covered by this contract: DRIVE2 QT-EFI – Total 25. This agreement shall be for the period of 4/1/24– 12/1/2028

PAYMENT SCHEDULE

Contract provided at no additional charge as integral part of lease agreement from Harris Golf Cars.

CUSTOMER SIGNATURE	CUSTOMER TITLE	DATE
DISTRIBUTOR SIGNATURE	DISTRIBUTOR TITLE	DATE

WARRANTY

LIMITED 4-YEAR WARRANTY FOR DRIVE² FLEET GOLF CAR

Yamaha Golf-Car Company hereby warrants that any new Yamaha DRIVE² Gas or DRIVE² Electric Fleet 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 or 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.



Car Component	Warranty Period	Warranty Limitations/Notes	Warranty Period
Frame	Limited Lifetime or Original Owner	Battery - Trojan T875 FLA	4 Years or 25,000 amp hours whichever comes first without Hybrid (H) Warranty System
Transfer Case	4 Years		4 Years or 25,000 amp hours whichever comes first with Hybrid (H) Warranty System *See Trojan Warranty Statement for details
Steering - Suspension Components	4 Years	Battery - Trojan T875 AGM	4 Years or 25,000 amp hours whichever comes first
Brakes (Excluding Shoes - Pads)	4 Years		*See Trojan Warranty Statement for details
Back Seat	4 Years	Rayovac Lithium-ion Battery	3 Years or 15,000 amp hours whichever comes first *See Rayovac Battery Warranty Statement for details
Electrical (Wiper, Switches and Blakes)	3 Years	Blower (Charger and Cool)	4 Years
Wheel Hubs	3 Years	Electric Motor and Controller	4 Years
Body Parts	3 Years	Charger Receptacle	4 Years
Bumpers / Bag Carrier	3 Years	Storage Position Sensor	2 Years
Clutch	2 Years		
Sealed Headlights	2 Years	Gas Engine	4 Years or more
Clutch Linkage	2 Years	Starter Generator	4 Years
		External Casing	4 Years
Carriage, Terminal Pads, Accessories	3 Years* *Varies as the Accessory Manufacturer's Guarantee for the part	Clutch (Excluding Drive Belt)	4 Years
		Throttle Control Cable	3 Years
		Shifting Battery	3 Years
			2 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.
- Damage due to improper transportation.
- Acts of God, e.g. 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 air filter elements, brake shoes, tire wear, spark plugs, 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 GP's 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, personal transportation vehicle (PTV), or commercial (Utility) vehicle as specified in the appropriate Owner's/Operator's manual, and
- Give notice to an authorized Yamaha Golf car dealer/distributor of all apparent defects within ten (10) days of discovery, and make the car available at that time for inspection and repairs at the dealer's/distributor's place of business, and
- Transporting the car to and from an authorized dealer or distributor for warranty service.

EMISSION CONTROL SYSTEM WARRANTY (USA only):

Yamaha Golf-Car Company also warrants to the ultimate purchaser of each gas-powered golf car covered by this warranty that the product is designed, built, and equipped so as to conform at the time of sale with all U.S. emission standards applicable at the time of manufacture and that it is free from defects in materials and workmanship which would cause it not to meet these standards within the same time period described in THE PERIOD OF WARRANTY above, or a minimum of two years, whichever is longer. Failures other than those resulting from defects in material or workmanship which arise solely as a result of owner abuse and/or lack of proper maintenance are not covered by this 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 time 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 GOLF-CAR COMPANY, KENNESAW, GEORGIA 30144

EFFECTIVE DATE: 9/1/21