

RESOLUTION NO.: 2020-R05
SPONSOR: MAYOR NEUGEBAUER
INTRODUCED: JANUARY 14, 2020 **ASSIGNED TO:** FINANCE

A RESOLUTION AUTHORIZING THE CITY OF GREEN TO ENTER INTO A LEASE AGREEMENT FOR THE PURCHASE OF EQUIPMENT FOR USE AT THE RAINTREE GOLF AND EVENT CENTER, MAKING AN APPROPRIATION, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Green's current lease for golf carts and miscellaneous course equipment is due to expire; and

WHEREAS, there is a need to replace the existing fleet of golf carts and add a new range picker unit for use at the Raintree Golf and Event Center to maintain its courses; and

WHEREAS, it has been determined the new Lease Agreement will result in a savings of approximately Fourteen Thousand Dollars (\$14,000.00) each year; and

WHEREAS, it is necessary to appropriate funds to pay for the cost of equipment.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GREEN, COUNTY OF SUMMIT, AND STATE OF OHIO THAT:

SECTION ONE:

The Mayor is hereby authorized and directed to enter into a Lease Agreement through Billy Casper Golf, LLC, for a lease to own agreement of seventy-four (74) new golf carts and one (1) new range picker, as is more fully set forth in the Equipment Package Proposal, a copy of which is attached hereto and incorporated herein as Exhibit "A".

SECTION TWO:

The Finance Director is authorized to make payments to Club Car, LLC through the established purchase order procedure.

SECTION THREE:

The Finance Director is authorized to appropriate the sum of Forty-Seven Thousand Five Hundred Sixty-Five Dollars (\$47,565.00) to the Raintree Equipment Lease Account (Acct#224-7880-53640) from the unappropriated balance of the Parks and Recreation Fund.

SECTION FOUR:

The City of Green finds and determines that all formal actions of this Council concerning and relating to the adoption of this Resolution were taken in open meetings of this Council and any deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements.

SECTION FIVE:

Green City Council declares this to be an emergency immediately necessary for the preservation of the public peace, health, safety and welfare of the citizens of Green and for the further reason that the need for this equipment is immediate. Provided that this legislation receives the affirmative vote of three-fourths ($\frac{3}{4}$ ths) of the members elected or appointed to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force at the earliest time allowed by law.

ADOPTED: Jan. 14, 2020

Molly Kapeluck
Molly Kapeluck, Clerk of Council

Barbara Babbitt
Barbara Babbitt, Council President

APPROVED: Jan. 14, 2020

Gerard M. Neugebauer
Gerard M. Neugebauer, Mayor

COPIED				
MAY	FIN	LAW	PLAN	ENG
SVCE	FIRE	PARK	ZONE	HR

ENACTED EFFECTIVE: JANUARY 14, 2020

ON ROLL CALL: Babbitt - Aye Brandenburg - Aye DeVitis - Aye France - Aye
Shaughnessy - Aye Yeargin - Aye Young - Aye Adopted 7-0

Suburbanite publication on JANUARY 17 and JANUARY 24, 2020

Molly Kapeluck
Molly Kapeluck, Clerk of Council

01/09/2020 Approved as to form and content by Lisa Dean, Director of Law

Lisa Dean

EXHIBIT "A"

2020-R05

Club Car, LLC
4125 Washington Road
Evans, GA 30809
www.clubcar.com

Bill To:
 IRFS
 IRFS SEE ALBERT BEVERIDGE 4125 WASHINGTON RD
 EVANS, GA 30809
 USA

Ship To:
 RAINTREE COUNTRY CLUB
 4350 MAYFAIR RD
 UNIONTOWN, OH 44685-8137
 USA

Req Ship Date: 3/31/2020
Quote#: 1-12QFY87
Quote Effective From: November 13, 2019
Quote Effective Through: January 31, 2020
Payment Terms: FMV

Sales Contact: Scott Summers
Sales Contact Email: scott_summers@clubcar.com
PO:
Currency: USD
F.O.B. Terms: FOB Augusta GA

Comments:

This proposal is based on Raintree CC making all payments on existing lease #101-0416201-000 with DLL Financial through April, 30, 2020 including any outstanding fee's or taxes. Club Car, LLC with the lease or purchase of (72) new Tempo Gas Golf Cars will pay the remaining lease balance due on 101-0416201-000. Trade in vehicles must be in fleet running condition, normal wear and tear excepted, and all accessories intact. Cars not running or missing equipment, or damaged will be charged back accordingly.

Name	Quote Number	
(72) TEMPO	1-12QFY87	
Product	Part Number	Ext Qty
Tempo Gas (Kohler)	47636647001	74
No Connectivity	NO VISAGE	74
Cashmere	47605277010	74
Beige Seat	102539601	74
Kenda Hole-N-1 18x8.50x8 4 Ply Steel Wheel(Front)	103950901	74
Kenda Hole-N-1 18x8.50x8 4 Ply Steel Wheel (Rear)	103950921	74
Standard Wheel Cover	102536504	74
Gold Club Car Nameplate	47605591001	74
Std Domed Number Decal, Side of Body, Drvr Side, Loc 3	47606820103	74
Std Domed Number Decal, Side of Body, Psgr Side, Loc 6	47606820106	74
USB Port Installation	105298601	74
Rear Suspension Install	103976501	74
Standard Steering Wheel	102507310	74
CaddyMaster Cooler, 8 Qt, Passenger Side	102589701	74
Custom Logo, Cowl Front Center, Location 1	47607355001	74

Sand Bucket, Standard, Driver Side Instl	102536102	74
2 Passenger Canopy with Handles - Beige	104008002	74
Base, No Lights	47625247001	74
Gold Tempo Decal	47623581001	74
Standard Speed	47613736003	74
INSTL, OM, GAS EFI GOLF, FLEET	105085804	74
Field	FIELD PREP	74
Clear Hinged Windshield Kit	105248701	74
Golf Package	GOLF_2GK_PKG	74
Standard Front Strut Packaged on Car	104008703	74
Deluxe Info Holder (QTY 1)	47568987001	74
Differential Guard	103992403	74
Magnetic Bag Cover - Beige	47606243001	74
USED 16 PRECEDENT GAS EFI	16CPEF	-70
TRADE PAYOFF	PAYOFF	1
COMPETITIVE TEMPO GAS 2PASS	COMP_TG2PASS	72
Club Car Truck Freight Truckload Quantity	NC-CCT-TL	72

Name		Quote Number
(1) CA 300 DRU		1-12QHPQI
Product	Part Number	Ext Qty
Carryall 300 Gasoline	104030101	1
Carryall 300 Gas Driving Range Package	DRU PKG	1
Dark Green Cowl	105120001	1
Gray Seat	105064203	1
Premium 6-ply rated - 20x10-10	105078701	1
Extra Traction 6-ply rated - 20x10-10 (Rear)	105078722	1
Pedal Start	PEDAL START	1
Cargo Box	105122101	1
Heavy Duty Front Brushguard	47605991001	1
Heavy Duty Trailer Hitch	101972901	1
Halogen Headlights	105122701	1
Instrument Panel - Pedal Start	105120207	1
Electrical Installation - Pedal Start	47612350001	1
CVT - Pedal Start	47613018002	1
Starter Generator - Pedal Start	47617220001	1
Shift Lever - Pedal Start	105042201	1
Standard Transaxle	103976601	1
Steering Wheel w/ Memo Clip	104032902	1
Standard Front Suspension	105116101	1
Pedal Start Standard Keyswitch	105148302	1
Driving Range Cage	NS1202S	1

Field	FIELD PREP	1
Tailgate Tether Installation	105127301	1
Club Car Truck Freight Truckload Quantity	NC-CCT-TL	1

Lease Term: 54 MONTHS

Lease Payment: (74) Golf Cars \$102.74 per car per month; (1) Carryall 300 GAS Driving Range unit \$324.66 per car per month.

Accepted: _____(initial)_____ (Date)

Included with this lease are (2) existing used 2016 CA 300 Gas units that will be marketing cars and provided at no charge and become property of Raintree Country Club.

Lease Type: FMV 6 Payments per year 6 skip payments per year. Pay months May-Oct. No applicable taxes included in this proposal.

Club Car's funding source, Ingersoll Rand Financial Services, proposes to lease **RAINTREE COUNTRY CLUB (74)** new **2020** Club Car Golf Cars & (1) vehicles equipped as stated on the Equipment Detail Quotation pages. The lease rates are quoted herein and are subject to IRFS's normal credit approval.

All lease prices quoted are for an approximate **3/31/2020** delivery. **4/1/2020** would be the first new lease payment. The above monthly lease price is based on **(6)** payments annually. There are **(6)** skip months built into these lease prices annually. Payment MONTHS May-Oct.

Terms and Conditions for Returning Vehicles or Trade-Ins

Sole Responsibility

Raintree Country Club agrees to accept sole responsibility for any loss or damage to its returned cars beyond ordinary wear due to normal use. The returned cars must meet the following conditions:

- All cars must be free of all liens and encumbrances.
- All cars must be capable of running at least 9 holes of golf.
- All cars must be the same quantity and year model as originally evaluated.
- All cars must be clean, and free of trash, scorecards, pencils, tees, etc.
- All cars must have a working charger.
- All cars must have four serviceable tires that retain proper air pressure.
- All cars must steer properly in all directions.
- All batteries must be free of corrosion, and properly filled with water.

Raintree Country Club agrees to pay the following charges if the below conditions are found upon Club Car's inspection of the returned cars:

Severely damaged or missing chargers	\$ 200.00 per charger
Inoperable cars	\$ 200.00 per car
Minor damage (damage to bodies, bumpers or seats)	\$ 350.00 per car
Major damage (frame damage, wrecked cars, etc.)	\$ 700.00 per car

©2016 Club Car, LLC. Club Car believes the information and specifications in this quote were correct at the time of printing. Specifications, standard features, options, fabrics and colors are subject to change without notice. Some features may be unavailable when your vehicle is built. Some vehicles are pictured with options that may be available at extra cost or may not be available on some models. Ask your dealer about the availability of options and verify that the vehicle you ordered includes the equipment you ordered. There are no warranties, expressed or implied, contained herein. See the Limited Warranty in the owner's manual or write to: Club Car, PO Box 204658, Augusta, GA 30917. The company reserves the right to make design changes without obligation to make these changes on previously sold units or systems. These vehicles are designed and manufactured for off-road use only. They do not conform to Federal Motor Vehicle Safety Standards for automobiles or to FMVSS 500 for low-speed vehicles, and are not equipped for operation on public streets, roads or highways.

This quote for products, equipment, and parts is subject to Club Car's Terms and Conditions of Equipment Sale, as revised or amended from time to time (the "Terms"). The Terms, which are incorporated into this quote by reference, are located at [Terms and Conditions](#), and Customer hereby acknowledges receipt, review, and acceptance of the Terms. At Customer's written request, Club Car will mail Customer a copy of the Terms. Club Car hereby gives notice of its objection to any additional or different terms included in any purchase order or other form submitted by Customer.

Accepted By: _____

Company: _____

Title: _____

Date: _____