

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 18777

Sponsor(s): Frank White, Jr.

Date: March 30, 2015

SUBJECT	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Authorizing a Special Events Lease for the rental of golf carts for the Parks + Rec Department from M&M Golf Cars of Lee's Summit, MO.</u></p>																
<p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td></td> <td>\$</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td></td> <td>\$</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td></td> <td>\$</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td></td> <td>\$</td> </tr> <tr> <td>Source of funding (name of fund) and account code number; FROM / TO</td> <td></td> <td></td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input checked="" type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Parks + Rec Department Estimated Use: \$4,216.00</p> <p>Requesting approval by the Legislature for the Special Events lease; the funds were already appropriated through the annual budget adoption. Estimated use figures are for informational purposes only.</p> <p>Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:		\$	Amount previously authorized this fiscal year:		\$	Total amount authorized after this legislative action:		\$	Amount budgeted for this item * (including transfers):		\$	Source of funding (name of fund) and account code number; FROM / TO			
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PRIOR LEGISLATION	<p>Prior ordinances and (date): Prior resolutions and (date): 18461 (April 1, 2014)</p>																
CONTACT INFORMATION	<p>RLA drafted by (name, title, & phone): Barbara Casamento, Purchasing Supervisor, 881-3253</p>																
REQUEST SUMMARY	<p>The Parks + Rec Department needs to lease Golf Carts for their Campground for the Spring/Summer Season (April through October), carts for the Fourth of July Event and extra tournament carts for the Fred Arbanas Golf Course.</p> <p>Quotes were obtained as follows:</p> <table border="1"> <thead> <tr> <th></th> <th>Campgrounds</th> <th>4th of July</th> <th>Golf Course</th> </tr> </thead> <tbody> <tr> <td>M&M of Lee's Summit MO</td> <td>\$ 3,000.00</td> <td>\$ 340.00</td> <td>\$ 876.00</td> </tr> <tr> <td>Kings Karts of Clinton, MO</td> <td>\$ 4,350.00</td> <td>\$ 400.00</td> <td>no bid</td> </tr> <tr> <td>RMI of Olathe, KS</td> <td>\$ 8,000.00</td> <td>no bid</td> <td>no bid</td> </tr> </tbody> </table> <p>Pursuit to Section 1054.6 of the Jackson County Code, the Director of Finance and Purchasing recommends the award for a Special Events Lease for the Parks + Rec Department to M&M Golf Cars as the lowest and best quote received.</p>		Campgrounds	4th of July	Golf Course	M&M of Lee's Summit MO	\$ 3,000.00	\$ 340.00	\$ 876.00	Kings Karts of Clinton, MO	\$ 4,350.00	\$ 400.00	no bid	RMI of Olathe, KS	\$ 8,000.00	no bid	no bid
	Campgrounds	4th of July	Golf Course														
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	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>																
ATTACHMENTS	<p>Memorandum from Dianne Kimzey, Deputy Director of Parks + Rec and the Special Event Lease Agreements.</p>																

REVIEW	Department Director: <i>Deanne Kenney for M. Newman</i>	Date: <i>3/19/15</i>
	Finance (Budget Approval): If applicable <i>N/A</i> <i>Urban & Ball</i>	Date: <i>3-19-15</i>
	Division Manager: <i>Molly Low Brown</i>	Date: <i>3/24/15</i>
	County Counselor's Office:	Date:



**JACKSON COUNTY
Parks + Rec**

22807 Woods Chapel Road
Blue Springs, Missouri 64015
MakeYourDayHere.com

Michele Newman, Director
(816) 503-4800
Fax: (816) 795-1234

MEMORANDUM

TO: Barbara Casamento, Purchasing Department
FROM: Dianne Kimzey, Parks + Rec Department *DK*
DATE: February 12, 2015
RE: Golf Cart Quotes

I have attached the quotes received for seasonal use of golf carts at the campgrounds, 4th of July event and on an as needed basis for tournaments at the Fred Arbanas Golf Course.

Summary

	<u>M&M</u>	<u>King's Karts</u>	<u>RMI</u>
Campgrounds	\$3,000	\$4,350	\$8,000
4 th of July	\$340	\$400	no bid
Golf Course	\$36.50 per cart	no bid	no bid
The maximum needed for the Golf Course is \$876 (3 tournaments/rental of 8 carts for each)			

Total Amount: \$4,216

We would like to recommend the bid award to M&M Golf Cars. Their agreement is attached. In 2014, the agreement required the approval of the Legislature.

A purchase requisition covering this rental has been entered in FMS.



Michael D. Sanders, County Executive

Special Event Lease Agreement – 1 Month to 1 Year

Res. 18777

Lease agreement between M&M Golf Cars, LLC of Mexico, Lees Summit, and O'Fallon, Missouri (LESSOR) and

Jackson County Parks & Recreation (LESSEE).

Address: 22801 Woods Chapel Rd Blue Springs Mo 64015

Lessor agrees to furnish golf cars (vehicles) to the above named Lessee:

From: 2 City April 1, 2015 Through: October 31, 2015
1 City April 1, 2015 September 30, 2015

#Of Cars	Price per Car	#Of Months	Extension
#Of Trucks <u>3</u>	Price per Truck	#Of Months	Extension
#Of 4-Pass	Price per 4-Pass	#Of Months	Extension
#Of 6-Pass	Price per 6-Pass	#Of Months	Extension
#Of A.D.A.	Price per ADA	#Of Months	Extension
#Of Amb.	Price per Amb	#Of Months	Extension
#Of Loads	Price per Load		Extension
			Sales Tax
Permit #			Fuel Surcharge
			TOTAL 3000.00

Deliver to: Lake Jacomo, Congreve, & Blue Springs Lake Campgrounds

Lessee in consideration of the rental of the above vehicle(s), agrees to return the leased vehicle(s) immediately following the completion of the event in as good condition as received - normal wear being expected.

Lessee further agrees to pay for any damages that are sustained to the leased vehicle(s) while in Lessee's possession.

Lessee further agrees to pay for any damages to facilities or grounds caused by Lessee's use of leased vehicle(s).

Lessee further agrees to hold M&M Golf Cars, LLC harmless and to defend it from any and all claims for damages of any nature, whether to Lessee or to others that may arise from or through the use of leased vehicle(s).

Lessee represents that Lessee is familiar with the operation and use of leased vehicle(s) and that Lessee will read and abide by the instructions appearing on the vehicle(s). Lessee further represents that Lessee can operate and control the same in accordance with instructions.

Lessee further agrees that when Lessee sublets the vehicle(s) that the party or parties that are subletting are familiar with the operation and use of leased vehicle(s) and that they have read the instructions appearing on the vehicle(s). Lessee further represents that they can operate and control the vehicle(s) in accordance with leased vehicle(s) instructions.

Lessee further agrees that all operators of the leased vehicle(s) will be of age eighteen or older.

Lessee further agrees to not operate this vehicle(s) in a manner that does not comply with federal, state, county, and or city laws.

~~Lessee certificate of insurance is required covering liability, property damage and physical damage on vehicle. List M&M Golf Cars, LLC as additional named insured and Loss Payee. Certificates need to be faxed to the M&M Golf Cars location that is providing the vehicle(s).~~

All rental vehicles must be returned to designated rental area for pickup at the end of rental period or an additional rental will be charged.

The following signatures will make this agreement binding of both parties and need not be witnessed.

Lessor M&M Golf Cars, LLC By _____ Date _____

Lessee Jackson County Parks & Recreation By _____

Print Name _____ Date _____

Please advise arrival time required _____ AM/PM on _____

This lease agreement will be voided if one copy is not returned or faxed to the M&M Golf Cars that is providing the vehicle(s), signed and dated by _____

and a deposit of \$ _____ to hold vehicles in your name, balance due on delivery of cars.

FAX Numbers

Mexico: 573-581-7267

Lees Summit: 816-795-5538

O'Fallon: 636-379-1628

REVISED 08/25/10

Jackson Co will self insure vehicles.

February 6, 2015

Dianne Kimzey
Jackson County Parks & Recreation
22807 Woods Chapel Rd.
Blue Springs, MO 64015
816-503-4800, 4825, Fax 816-795-1234, (816) 564-3551

Dear Dianne:

Thank you for your interest in the finest Utility and Transportation Vehicles in the World, **CLUB CAR.**

Summer Rental for Campgrounds:

Electric Golf Car with: New Batteries, Aluminum Box, Canopy Top, Fold Down Windshield, Headlights, and Spare Tire

Your Responsibilities: Charge Vehicles Daily, Add water to batteries as needed (checked Monthly) and Tire Repairs

M&M Golf Cars Responsibilities: Fix or Repair any maintenance issues at our expense excluding damages.

2 Vehicles from April 1, 2015 – October 31, 2015 (Blue Springs and Lake Jacomo Campgrounds)

1 Vehicle from April, 2015 – September 30, 2015 (Longview Campground)

\$3,000.00 TOTAL for 3 Vehicles

Financing Available. Quotation valid for 30 days. Sales Tax is not included in price.

Sincerely,

Jeffrey A. McDonough Office: 816-795-7575 Cell: 816-223-5739 Email: jeffm@mmgolfcars.com
M&M Golf Cars L.L.C. 4252 NE Port Dr. Lee's Summit, MO 64064

Special Event Lease Agreement - Daily

Lease agreement between M&M Golf Cars, LLC of Mexico, Lees Summit, and O'Fallon, Missouri (LESSOR) and Jackson Realty (LESSEE).

Billing Address:

Lessor agrees to furnish golf cars (vehicles) to the above named Lessee:

From: Through:

Table with 4 columns: #Of Cars/Trucks/4-Pass/6-Pass/AMB/ADA/Loads, Price per Car/Truck/4-Pass/6-Pass/AMB/ADA/Load, #Of Days, Extension. Includes handwritten entries for 2 4-Pass cars at 60.00 each and 1 6-Pass car at 300.00, plus a 40.00 extension and 340.00 total.

Deliver to:

Lessee in consideration of the rental of the above vehicle(s), agrees to return the leased vehicle(s) immediately following the completion of the event in as good condition as received - normal wear being expected.

Lessee further agrees to pay for any damages that are sustained to the leased vehicle(s) while in Lessee's possession.

Lessee further agrees to pay for any damages to facilities or grounds caused by Lessee's use of leased vehicle(s).

Lessee further agrees to hold M&M Golf Cars, LLC harmless and to defend it from any and all claims for damages of any nature, whether to Lessee or to others that may arise from or through the use of leased vehicle(s).

Lessee represents that Lessee is familiar with the operation and use of leased vehicle(s) and that Lessee will read and abide by the instructions appearing on the vehicle(s). Lessee further represents that Lessee can operate and control the same in accordance with instructions.

Lessee further agrees that in case of complete rainout, and vehicle(s) have been delivered to Lessee's location, Lessee shall pay to Lessor \$0.

Lessee further agrees to render Lessor harmless if mechanical failure to Lessor's equipment prevents delivery.

Lessee further agrees to pay for leased vehicle(s) as quoted above when vehicle(s) are delivered.

Lessee further agrees that when Lessee sublets the vehicle(s) that the party or parties that are subletting are familiar with the operation and use of leased vehicle(s) and that they have read the instructions appearing on the vehicle(s). Lessee further represents that they can operate and control the vehicle(s) in accordance with leased vehicle(s) instructions.

Lessee further agrees that all operators of the leased vehicle(s) will be of age eighteen or older.

Lessee further agrees to not operate this vehicle(s) in a manner that does not comply with federal, state, county, and or city laws.

Lessee certificate of insurance is required covering liability, property damage and physical damage on vehicle. List M&M Golf Cars, LLC as additional named insured and Loss Payee. Certificates need to be faxed to the M&M Golf Cars location that is providing the vehicle(s).

All rental vehicles must be returned to designated rental area for pickup at the end of rental period or an additional rental will be charged.

The following signatures will make this agreement binding of both parties and need not be witnessed.

Lessor M&M Golf Cars, LLC By [Signature] Date 2-2015

Lessee _____ By _____

Print Name _____ Date _____

Please advise arrival time required by _____ PM on _____

This lease agreement will be voided if one copy is not returned or faxed to the M&M Golf Cars that is providing the vehicle(s), signed and dated by _____, and a PO NUMBER OR CREDIT CARD NUMBER to hold vehicles in your name, balance due upon receipt of invoice.

FAX Number

Mexico: 573-581-7267

Lees Summit: 816-795-5538

O'Fallon: 636-379-1628

131 North Central Dr

O'Fallon, MO 63366

Revised 08/25/10

Jackson Co. will self insure vehicles

Special Event Lease Agreement - Daily - SEASONAL

Lease agreement between M&M Golf Cars, LLC of Mexico, Lees Summit, and O'Fallon, Missouri (LESSOR) and Fred Arbanas G.C. at Longview (LESSEE).

Billing Address:

Lessor agrees to furnish golf cars (vehicles) to the above named Lessee:

From: Through:

Table with columns: #Of Cars, Price per Car, #Of Days, Extension, #Of Trucks, Price per Truck, #Of Days, Extension, #Of 4-Pass, Price per 4-Pass, #Of Days, Extension, #Of 6-Pass, Price per 6-Pass, #Of Days, Extension, #Of AMB, Price per AMB, #Of Days, Extension, #Of ADA, Price per ADA, #Of Days, Extension, #Of Loads, Price per Load, Extension, Permit #, Sales Tax, Fuel Surcharge, TOTAL.

Deliver to:

Lessee in consideration of the rental of the above vehicle(s), agrees to return the leased vehicle(s) immediately following the completion of the event in as good condition as received - normal wear being expected.

Lessee further agrees to pay for any damages that are sustained to the leased vehicle(s) while in Lessee's possession.

Lessee further agrees to pay for any damages to facilities or grounds caused by Lessee's use of leased vehicle(s)

Lessee further agrees to hold M&M Golf Cars, LLC harmless and to defend it from any and all claims for damages of any nature, whether to Lessee or to others that may arise from or through the use of leased vehicle(s).

Lessee represents that Lessee is familiar with the operation and use of leased vehicle(s) and that Lessee will read and abide by the instructions appearing on the vehicle(s). Lessee further represents that Lessee can operate and control the same in accordance with instructions.

Lessee further agrees that in case of complete rainout, and vehicle(s) have been delivered to Lessee's location, Lessee shall pay to Lessor \$ 0.

Lessee further agrees to render Lessor harmless if mechanical failure to Lessor's equipment prevents delivery.

Lessee further agrees to pay for leased vehicle(s) as quoted above when vehicle(s) are delivered.

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All rental vehicles must be returned to designated rental area for pickup at the end of rental period or an additional rental will be charged.

The following signatures will make this agreement binding of both parties and need not be witnessed.

Lessor M&M Golf Cars, LLC By [Signature] Date 1-27-2015

Lessee _____ By _____

Print Name _____ Date _____

Please advise arrival time required by _____ PM on _____

This lease agreement will be voided if one copy is not returned or faxed to the M&M Golf Cars that is providing the vehicle(s), signed and dated by _____, and a PO NUMBER OR CREDIT CARD NUMBER to hold vehicles in your name, balance due upon receipt of invoice.

FAX Number

Mexico: 573-581-7267

Lees Summit: 816-795-5538

O'Fallon: 636-379-1628

131 North Central Dr

O'Fallon, MO 63366

Revised 08/25/10

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