

City of Hattiesburg, MS

*200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401*



Meeting Agenda - Final

Monday, April 15, 2019

4:00 PM

Council Chambers

City Council - Agenda Review

I. Call to Order**Agenda Adjustments****Add Policy Item V.-23 at the request of the Administration as follows:**

- V.-23** [2019-292](#) Acknowledge receipt of bids received on April 4, 2019 for the lease of eight (8) motorcycles for the Hattiesburg Police Department and accept the bid of Rossmeyer Daytona Motorcycles; Authorize Mayor to execute Lease Agreement between the City of Hattiesburg and Rossmeyer Daytona Motorcycles for the lease of eight motorcycles for One Year, with the option to renew for One Year, commencing on June 1, 2019 to May 31, 2020.

Attachments: [Acknowledgement of Assignment - City of Hattiesburg Motors2019](#)
 [Rossmeyer Reverse Auction](#)
 [Rossmeyer](#)
 [Lease Agreement](#)
 [Executed Lease Agreement for police motorcycles - Rossmeyer](#)

II. Agenda Review**III. Citizen Forum****IV. Recess**



City of Hattiesburg, MS

200 Forrest St.
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Master

File Number: 2019-292

File ID: 2019-292

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

Requester: Anthony L. Parker

File Created: 04/08/2019

Brief Title: Authorize the Mayor to Enter into a Lease Agreement

Final Action: 04/16/2019

Minute Book Number: MB 2019/102

Title:

Acknowledge receipt of bids received on April 4, 2019 for the lease of eight (8) motorcycles for the Hattiesburg Police Department and accept the bid of Rossmeyer Daytona Motorcycles; Authorize Mayor to execute Lease Agreement between the City of Hattiesburg and Rossmeyer Daytona Motorcycles for the lease of eight motorcycles for One Year, with the option to renew for One Year, commencing on June 1, 2019 to May 31, 2020.

Notes:

Agenda Date: 04/16/2019

Indexes:

Agenda Number: V.-23

Sponsors:

Enactment Date:

Attachments: Acknowledgement of Assignment - City of Hattiesburg Motors2019, Rossmeyer Reverse Auction, Rossmeyer, Lease Agreement, Executed Lease Agreement for police motorcycles - Rossmeyer

Enactment Number:

Contact:

Meeting Date:

Drafter: Shannon W. Harris

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Agenda Review	04/15/2019					
1	City Council	04/16/2019	Acknowledge				Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member George to Acknowledge receipt of bids received on April 4, 2019 for the lease of twelve (12) motorcycles for the Hattiesburg Police Department and accept the bid of Rossmeyer Daytona Motorcycles; Authorize Mayor to execute Lease Agreement between the City of Hattiesburg and Rossmeyer Daytona Motorcycles for the lease of twelve motorcycles for One Year, with the option to renew for One Year, commencing on May 1, 2019 to April 30, 2019.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George, Delgado, Carroll, Dryden (via teleconference) and Brown

Nays: 0

Yea: 5 Council Member George
 Council Member Delgado
 Council President Carroll
 Council Vice President Dryden
 Council Member Brown

Text of Legislative File 2019-292

Title

Acknowledge receipt of bids received on April 4, 2019 for the lease of eight (8) motorcycles for the Hattiesburg Police Department and accept the bid of Rossmeyer Daytona Motorcycles; Authorize Mayor to execute Lease Agreement between the City of Hattiesburg and Rossmeyer Daytona Motorcycles for the lease of eight motorcycles for One Year, with the option to renew for One Year, commencing on June 1, 2019 to May 31, 2020.

Summary

Authorize Mayor to enter into a Lease Agreement between the City of Hattiesburg and Rossmeyer Daytona Motorcycles

Budget Information

Expenditure Type

Purchasing Item

Publication Information

NOTICE AND ACKNOWLEDGMENT OF ASSIGNMENT
NOTICE OF COLLATERAL ASSIGNMENT OF LEASE

TO: City of Hattiesburg
#1 Government Plaza
Hattiesburg, MS 39401

Re: Motor Vehicle Lease Agreement between Rossmeyer Daytona Motorcycles, Inc.
(the "Lessor"), as lessor, and you, as lessee (the "Lease")

You are hereby notified that the above-referenced Lease and the right to receive all rent or other payments to be made by you thereunder has been collaterally assigned to and is subject to a security interest in favor of SunTrust Bank ("SunTrust") pursuant to the terms and conditions contained in a Loan and Security Agreement dated February 15, 2016 between Lessor and SunTrust (the "Loan Agreement"). A description of the Lease and the motor vehicle(s) leased thereunder is attached as Exhibit "A" hereto. Upon receipt by you of a notice from SunTrust of default under the Loan Agreement, you are hereby authorized and directed to thereafter make all further payments of rent or other amounts due under the Lease to SunTrust, in the manner and at the place as specified in such notice, until notified otherwise by SunTrust. Until receipt of such notice, you shall continue to make all payments under the Lease as provided in the Lease or instructed by the Lessor. SunTrust shall have the right at any time during the term of the Lease to proceed to exercise any rights which may be available to the lessor thereunder; provided, however, SunTrust is not a substitute lessor and shall not be obligated to do so. At any time upon request from SunTrust, you are hereby authorized and directed to provide an estoppel letter to SunTrust, in such form as may be requested by SunTrust, verifying the status of the Lease and the rent payments thereunder.

**ROSSMEYER DAYTONA MOTORCYCLES,
INC., a Florida corporation**

By: Shelly Rossmeyer Pepe
Name: Shelly Rossmeyer Pepe
Title: Vice President

ACKNOWLEDGMENT BY LESSEE

The undersigned, being the lessee under the Lease, does hereby acknowledge receipt of the foregoing Notice of Collateral Assignment of Lease and does hereby agree to comply with the provisions thereof, including, but not limited to, making all rent payments to SunTrust upon receipt of a notice to do so from SunTrust and to provide, upon request therefor, an estoppel letter to SunTrust verifying the status of the Lease (any defaults by either party) and the rent payments due thereunder. The undersigned further agrees to notify SunTrust if Lessor is in default of any of its obligations under the Lease.

Dated: _____, 201__.

Witnesses:

City of Hattiesburg
[Name of Lessee]

Print Name: _____

By: _____
Name: _____
Title: _____

Print Name: _____

Title:	Twelve (12) Police Motorcycles with Windshield for Twelve (12) Month Lease and Option to renew after one (1) Year
Agency:	City of Hattiesburg - MS
Start date:	04-Apr-2019 10:00:00 AM
End date:	04-Apr-2019 10:15:00 AM

BidID	Username	Bid Amount	Bid Submittal Date/Time	First Name	Last Name	Company name	Email Address	Phone Number
29366	bkuhnly	61200.0000	04-Apr-2019 10:00:41 AM	Barry	Kuhnly	Daytona Harley-Davidson	bkuhnly@brhd.com	9542572073

ITEMS	MANUFACTURER/MODEL #	UNIT BID PRICE
2019 HARLEY-DAVIDSON FLHP ROAD KING		
	white tank and fenders	
	Saddlebags black	\$ 425.00
60-90 days		
	12 bikes per month =	\$ 5,100.00
	12 months =	\$ 61,200.00
GRAND TOTAL BID PRICE		\$ 61,200.00

ROSSMEYER DAYTONA MOTORCYCLES

NAME OF COMPANY

1637 NORTH US HIGHWAY 1

STREET/P.O. ADDRESS

ORMOND BEACH FL 32174

CITY/STATE & ZIP CODE

954-257-2073 386-671-7077

PHONE NUMBER & FAX NUMBER

3-13-2019

DATE OF BID

BARRY Kuhnly MANAGER Police Sales

OFFICIAL'S NAME & TITLE


OFFICIAL'S SIGNATURE



MAYOR
Toby Barker

COUNCIL - WARD ONE

Jeffrey George

COUNCIL - WARD TWO

Deborah Denard Delgado

COUNCIL - WARD THREE

Carter Carroll

COUNCIL - WARD FOUR

Mary Dryden

COUNCIL - WARD FIVE

Nicholas Brown

CITY OF HATTIESBURG PLAN HOLDER'S FORM

Mandatory

If you or your company is interested in bidding the mentioned project, you must complete this form. You must provide the City Clerk's Office with this necessary information in order to receive addendums, information regarding the project, and to be listed on the Plan Holders list.

Project Name: Lease of Police Motorcycles

Name of Company: Ross Meyer Daytona Motorcycles INC

Contact Person: Barry Kuhnly

Street Address: 1637 North US Hwy 1

City: Ormond Beach

State: Florida

Zip: 32174

Telephone: 954-257-2073

Fax: 386-671-7077

Email Address: bKuhnly@brhd.com

MOTORCYCLE LEASE AGREEMENT

This Motorcycle Lease Agreement (the "Lease") is made this 5th day of April, 2019 by and between Rossmeyer Daytona Motorcycles Inc., DBA Bruce Rossmeyer's Daytona Harley-Davidson, 1637 North US HWY 1, Ormond Beach, FL 32174, ("Dealer" or "Lessor") and The City of Hattiesburg Police Department, (the "Department" or "Lessee"), whose address is #1 Government Plaza, Hattiesburg, Mississippi 39401 for the lease of police motorcycles (hereinafter referred to as "the vehicles") as described in Exhibit "A" attached hereto, for use by the Department's authorized employees in the performance of police-related or law-enforcement duties. The terms and conditions of the Lease are as follows:

1. **Term:** The term of this Lease shall be twelve (12) months commencing on June 1, 2019 and ending on May 31, 2020. Lessee shall have the right to extend or renew the term of this Lease for one year provided that Lessor agrees upon the same terms and conditions as provided in the Lease. In the event Lessee elects to exercise its option to renew the terms of this Lease then Lessee shall provide Lessor with written notice of its election. Such written notice must be submitted to the Lessor within 90 days of the end of the lease.

2. **Payment:** Lessee shall make monthly lease payments to Lessor in the amount of **\$425.00** for each vehicle commencing June 1, 2019. In the event Lessee is subject to budgetary constraints, an alternative payment plan for the lease (i.e. a lump-sum payment) can be arranged with Lessor.

3. **Miscellaneous Fees:** Lessee agrees to pay for all official fees in connection with the certificate of title, registration and license fees and any applicable taxes for each of the leased vehicles. Any cost associated with the installation of a police package, or any additional equipment purchased by the department for the vehicles will be the responsibility of the Lessee.

4. **Delivery and Return:** The Lessor shall deliver to Lessee the vehicles ready for service to the Hattiesburg Police Department, 300 Klondyke Street, Hattiesburg, MS 39401. At the end of the lease the Lessor shall pick up the vehicles at the same location.

5. **Maintenance, Repairs and Operating Expenses:** Lessee is responsible for and agrees to pay for all maintenance and repairs to keep the vehicles in good working order and condition and other expenses associated with operating the vehicles that are not covered by warranty. Lessee agrees to service the vehicles by a certified technician according to the manufacturer's recommendations as outlined in the owner's manual for the vehicles and as requested by the manufacturer in any recall campaign. Lessee's use or repair of the vehicles must not invalidate any warranty. In addition to required maintenance the vehicles when returned to Lessor shall have only normal wear. Any damage by misuse, neglect, or damage from accidents will be the responsibility of the Lessee.

6. **Use and Subleasing:** Lessee agrees that the vehicles (a) will be operated only by authorized licensed drivers employed by Lessee as law-enforcement officers; (b) will be kept free of all fines, liens and encumbrances; (c) will not be used illegally, improperly, for hire, or contrary to the manufacturer's recommendations; and (d) will not be altered, marked or have equipment installed on them without Lessor's consent. Police emergency equipment and markings are acceptable.

7. **Insurance:** During the term of the Lease Lessee must maintain public liability and physical damage insurance on the vehicles that covers both Lessee and Lessor. Lessee agrees that the Department's own liability and personal injury protection insurance will provide primary insurance coverage up to its full policy limits. Lessor must be named as "additional insured" and "loss payee" on Department's insurance policy. Lessee will provide Lessor with evidence of this insurance. Lessee's insurance policy must provide that Lessor will be notified in writing at least 10 days before the insurance is cancelled or coverage altered and that Lessor, or its representatives, may have full access to any claim file in the event of an insurable loss. In the event of a total loss or destruction of vehicles, Lessee's maximum exposure shall be the Dealer's cost of the vehicle as shown on its books/records.

Lessor or Dealer shall provide the Lessee or Department with evidence of insurance as follows: Workers Compensation, General Liability, Automobile Liability, and Errors and Omissions (Professional) Liability.

Lessor's or Dealer's insurance shall apply only when the vehicles are in Dealer's care, custody or control.

8. **Notice of Accidents and Cooperation:** Lessee agrees to cooperate fully with Lessor and any insurance company in the investigation and defense of any and all claims arising from their possession and use of the vehicles. Lessee will make a complete report to Lessor within 48 hours after any accident, theft or loss involving the vehicles.

9. **Indemnification:** Lessee agrees to indemnify and hold Lessor, its affiliates, assignees, officers, agents and employees harmless from all losses, liability, damages, injuries, claims, demands and expenses, including attorneys' fees, arising out of the use of the vehicles while in the care, custody or control of the Lessee.

10. **Limitation of Liability:** Lessor shall not be liable for any indirect or consequential damages or inconvenience (except for those relating to personal injury) which may result to Lessor from any damages to, or defect in, the vehicles for the time needed to repair or service the vehicles. Monthly lease payments shall continue and not be reduced or delayed during this time. Lessor makes no express warranties covering the vehicles. In particular, Lessor makes no express warranties of vehicle condition, merchantability, durability or fitness for a particular purpose of use covering the vehicle, and Lessor expressly disclaims any such express warranties.

11. **Return of the Vehicles:** At the end of the Lease, the Department must return the vehicles to Lessor in good condition, without damage, excessive wear or use and with all the original equipment installed by the manufacturer.

- Vendor will not be responsible for accident or training damage
- Tank, fenders, and saddlebags will be free of dents
- Chrome edges of floor boards shall not be completely worn down
- Clutch and brake levers shall not be bent
- Windshields shall be free of scratches and distortion
- Tires must have a minimum of 4/32 tread depth
- Police decals must be removed by department if required

DAYTONA HARLEY DAVIDSON

THE CITY OF HATTIESBURG, MS

By: Shelly Rossmeier-Pepe
Shelly Rossmeier-Pepe
Vice-President

By: _____
Signature

Date: 4/8/19

Title: _____

EXHIBIT "A"

April 5, 2019

Lessee's Name: The City of Hattiesburg Police Department

Model Year: 2019

Model Description: FLHP Road King, two-tone black/white with anti-lock brakes

Number of Units: 8

Vehicle Identification Numbers:

1-8

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DAYTONA HARLEY DAVIDSON

THE CITY OF HATTIESBURG, MS

By: Shelly Rossmeyer-Pepe
Shelly Rossmeyer-Pepe
Vice-President

By: [Signature]
Signature

Date: 4/8/19

Title: Mayor

4-16-19

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