

CITY OF TEXAS CITY  
REGULAR CALLED CITY COMMISSION MEETING

AGENDA

WEDNESDAY, DECEMBER 15, 2021 - 5:00 P.M.  
KENNETH T. NUNN COUNCIL ROOM - CITY HALL  
1801 9th Ave. N.  
Texas City, TX 77590

PLEASE NOTE: Public comments and matters from the floor are generally limited to 3 minutes in length. If you would like to request to speak, please do so in advance of the meeting by filling out a Request To Address Commission form. All in attendance are required to remove hats and/or sunglasses (dark glasses) during meetings and to also silence all cell phones and electronic devices.

(1) ROLL CALL

(2) INVOCATION

(3) PLEDGE OF ALLEGIANCE

(4) PROCLAMATIONS AND PRESENTATIONS

(a) Service Awards

Eulalia Authorlee-Cunningham	Police	12/29/2006	15 years
Gary Deering	Parks & Recreation	12/20/2001	20 years
Nathan Norman	Public Works	12/17/2001	20 years
Earl Mendenhall	Police	12/23/1996	25 years
Joseph Tumbleson	Fire	12/20/1996	25 years

(5) REPORTS

(a) Parks Division (Recreation and Tourism)

(6) PUBLIC COMMENTS

(7) CONSENT AGENDA

(a) Approve City Commission Minutes for December 1, 2021 meeting. (City Secretary)

(b) Consider and take action on Resolution No. 21-121, calling a General Election to be held in Texas City on May 7, 2022, and proposing designated polling locations. (City Secretary)

- (c) Consider and take action on Resolution No. 21-122, approving the lease of 75 Yamaha QuietTech Fleet Golf Carts through Buyboard - Local Government Purchasing Cooperative for the Bayou Golf Course golf cart fleet. (Recreation & Tourism and Purchasing)
- (d) Consider and take action on Resolution No. 21-123, authorizing the Mayor to enter into an agreement with Gamma Construction Company, Inc. for the Construction Manager at Risk for Fire Station No. 4 and new Police Substation. (Public Works)
- (e) Consider and take action on Resolution No. 21-124, awarding a contract for RFQ No. 2022-411 American Rescue Plan Act-Engineering Services contract to ARKK Engineers, LLC. (Purchasing)
- (8) REGULAR ITEMS
  - (a) Consider and take action on Ordinance No. 21-37, amending the City of Texas City's 2021/2022 fiscal year budget to close the 2020-2021 fiscal year purchase orders. (Finance)
- (9) COMMISSIONERS' COMMENTS
- (10) MAYOR'S COMMENTS
- (11) ADJOURNMENT

NOTICE OF ANY SUBJECT APPEARING ON THIS AGENDA REGARDLESS OF HOW THE MATTER IS STATED MAY BE ACTED UPON BY THE CITY COMMISSION.

NOTICE: The City of Texas City will furnish free transportation to handicapped individuals via a 4-door sedan for anyone wishing to attend the City Commission meetings. Call 948-3111, City Secretary's Office before noon on Monday preceding the meeting to make arrangements.

I, THE UNDERSIGNED AUTHORITY, DO HEREBY CERTIFY THAT THIS NOTICE OF MEETING WAS POSTED ON THE BULLETIN BOARDS AT CITY HALL, 1801 9TH AVENUE NORTH, TEXAS CITY, TEXAS, AT A PLACE CONVENIENT AND READILY ACCESSIBLE TO THE GENERAL PUBLIC AND ON THE CITY'S WEBSITE ON DECEMBER 10, 2021, PRIOR TO 5:00 P.M. AND REMAINED SO POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING THE SCHEDULED TIME OF SAID MEETING.

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RHOMARI LEIGH  
CITY SECRETARY

**CITY COMMISSION REGULAR MTG**

**(4) (a)**

**Meeting Date:** 12/15/2021

December 2021 Service Awards

**Submitted For:** Jennifer Price, Human Resources

**Submitted By:** Susan Sensat, Human Resources

**Department:** Human Resources

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**Information**

**ACTION REQUEST (Brief Summary)**

Service Awards

Eulalia Authorlee-Cunningham	Police	12/29/2006	15 years
Gary Deering	Parks & Recreation	12/20/2001	20 years
Nathan Norman	Public Works	12/17/2001	20 years
Earl Mendenhall	Police	12/23/1996	25 years
Joseph Tumbleson	Fire	12/20/1996	25 years

**BACKGROUND**

**ANALYSIS**

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

**CITY COMMISSION REGULAR MTG**

**(5) (a)**

**Meeting Date:** 12/15/2021

**Submitted By:** Rhomari Leigh, City Secretary

**Department:** City Secretary

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**Information**

**ACTION REQUEST (Brief Summary)**

Parks Division (Recreation and Tourism)

**BACKGROUND**

**ANALYSIS**

**ALTERNATIVES CONSIDERED**

---

**Fiscal Impact**

**Attachments**

Staff Report

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*Texas City*  
EST. 1911

CITY OF TEXAS CITY  
DEPARTMENT OF PARKS, RECREATION & TOURISM

PARK OPERATIONS DIVISION

PROJECTS AND BEAUTIFICATION EFFORTS

CITY COMMISSION MEETING

DECEMBER 15, 2021

# MEMORIAL BENCH PROGRAM & MEMORIAL TREE PROGRAM

MEMORIAL BENCH PROGRAM ADJUSTMENTS

MEMORIAL TREE PROGRAM ADDITION



# FEBRUARY 14, 2021 FREEZE DAMAGE

MAJOR UNDERTAKING OF REMOVAL OF 80 PLUS  
EUCALYPTUS TREES AND SEVERAL PALM TREES  
THAT DIED FROM IMPACTS OF FREEZE

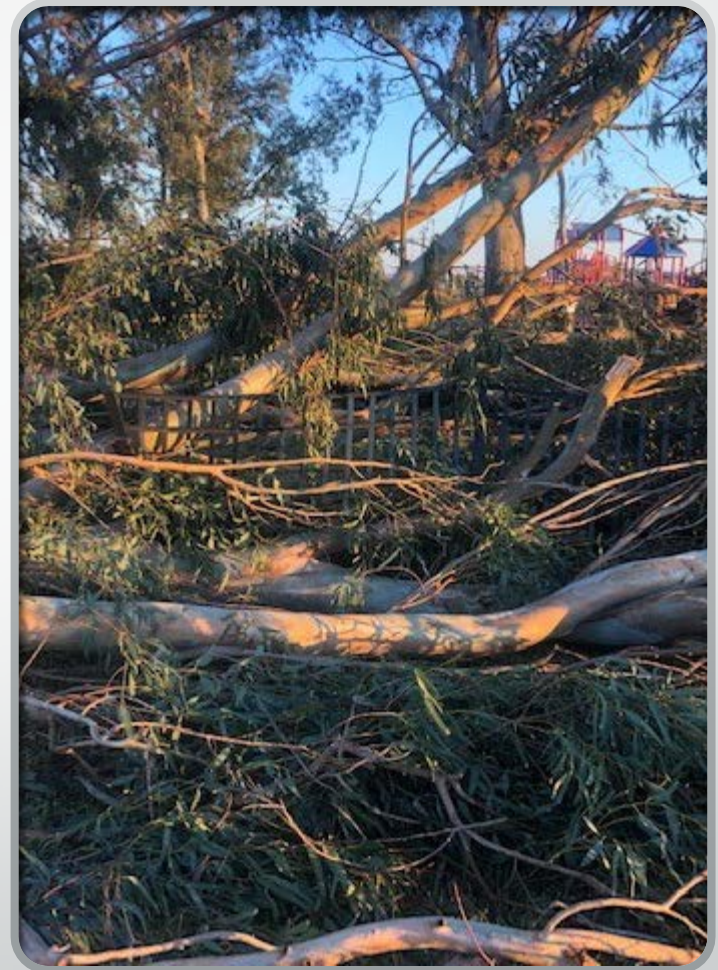
PALM TREE EVALUATIONS/DAMAGE  
ASSESSMENTS/NEW SPECIES

- NOTE, FREEZE HAPPENED 2/14/21 AND EFFECTS OF FREEZE STILL SHOWING TODAY, PALM TREE PICTURE TAKEN 9/14/21 AFTER HURRICANE NICHOLAS



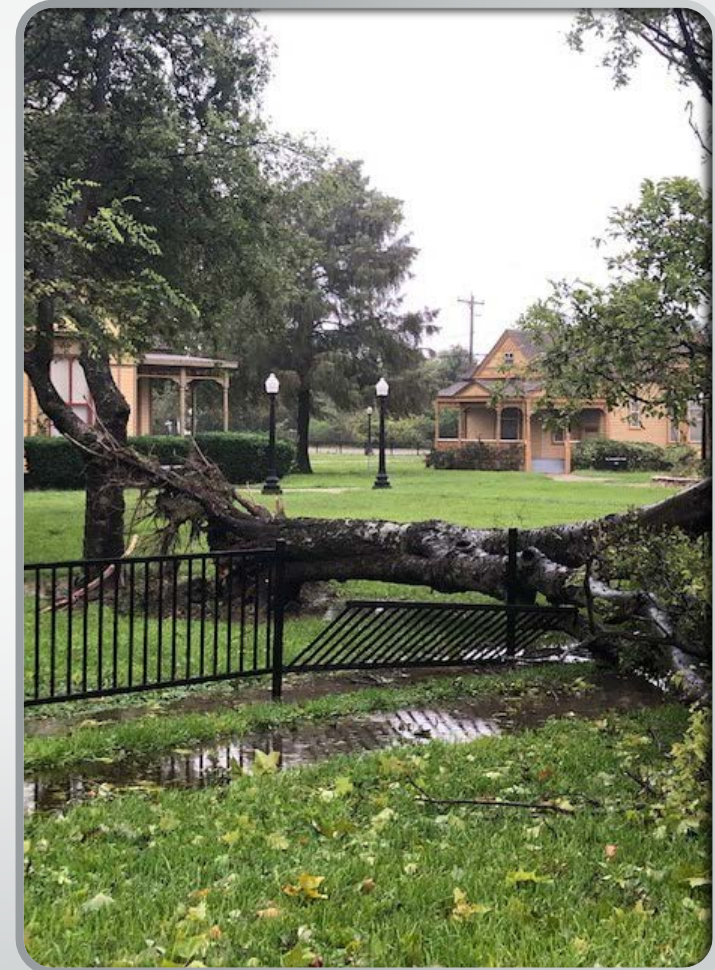
## JANUARY 6, 2021 STORM DAMAGE

DAMAGES REPAIRED WERE THAT OF LOWRY TENNIS COURT FENCING, SEVERAL TREES AT VARIOUS PARKS, BAY FINDING SIGNAGE, LIGHT POLES, ETC.



# HURRICANE NICHOLAS DAMAGE SEPTEMBER 14, 2021

TREE DAMAGE AT VARIOUS LOCATIONS, HERITAGE  
SQUARE, BELL PROPERTY, CARVER PARK



# MEMORIAL PARK FOUNTAIN

REPLASTERED AND BEAD BLAST, CLEANED  
GASKETS FOR FOUNTAIN LIGHTS REPLACED



# POLICE DEPARTMENT FOUNTAIN

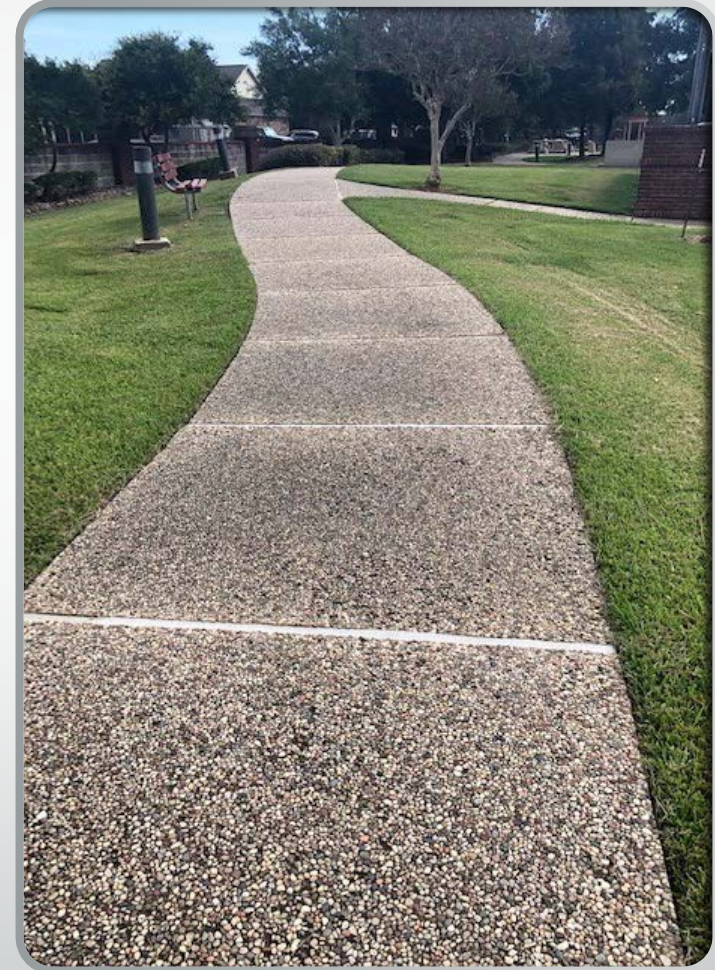
REPLASTERED, BEAD BLAST, CLEANED AND SEALED  
WATERLINE TILE

RESET EXISTING BRICK COPING AND REGROUT AS  
NEEDED



# MEMORIAL PARK WALKWAY/ EXPANSION JOINTS

FAILING EXPANSION JOINT MATERIAL WAS  
REMOVED AND NEW SEALANTS WERE ADDED TO DO  
AWAY WITH SAFETY/TRIPPING HAZARDS



# TARPEY SOFTBALL COMPLEX

ADDITION OF 800 FT, 5FT WIDE ADA SIDEWALKS FOR  
CONNECTIVITY TO ALL FIELDS, BLEACHERS,  
CONCESSIONS AND RESTROOMS



# TARPEY SOFTBALL COMPLEX

4FT AND 6FT VINYL SLATS REPLACED THE  
WINDSCREENS ON ALL FOUR OUTFIELD FENCES



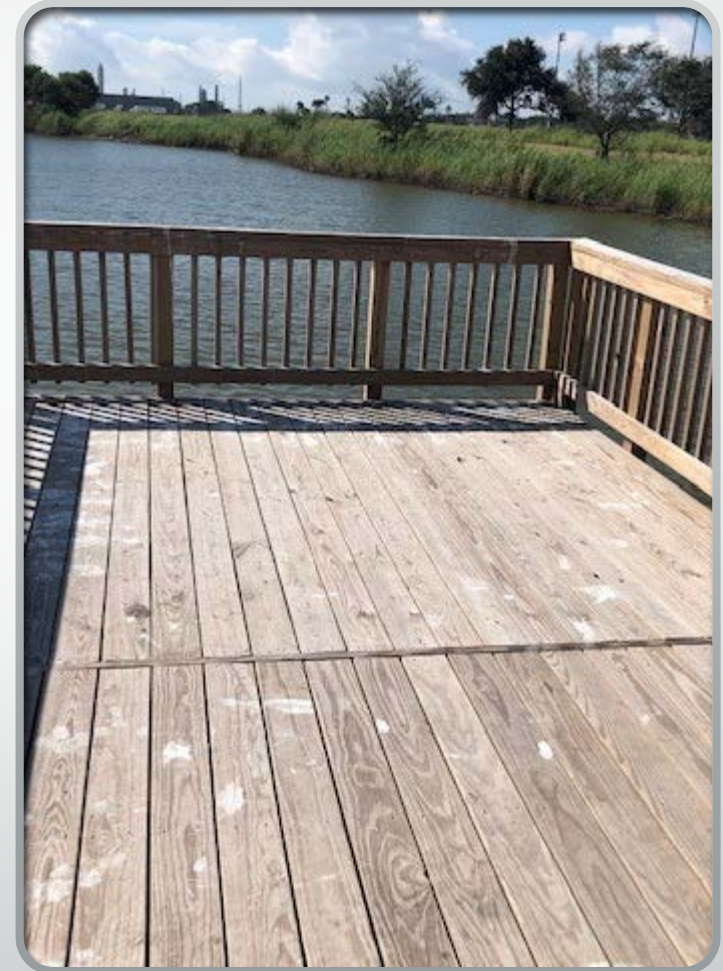
# CARLOS GARZA SPORTS COMPLEX

REPLACEMENT OF OVERHEAD AND BACKSTOP  
NETTING AT FIELDS 6 & 7



## BAY STREET PARK PIER

REPAIRED T-HEAD PORTION OF PIER, REMAINING  
PART OF PIER REPAIRED IN THIS NEW BUDGET



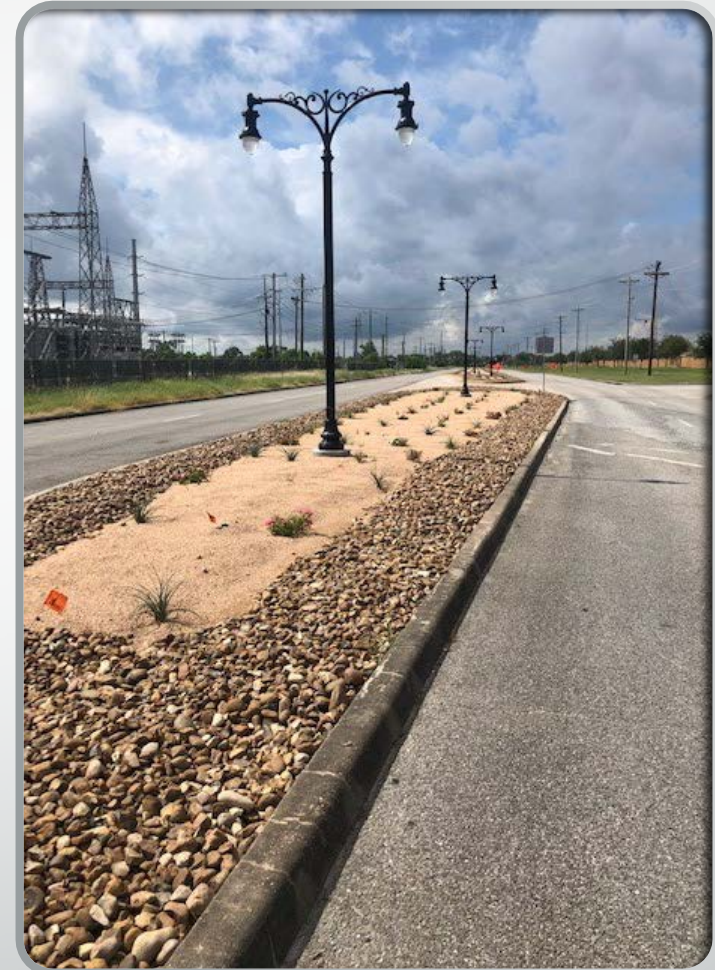
# HERITAGE SQUARE FENCE REPLACEMENT

REPLACED EXISTING WOODEN PICKET FENCE WITH  
DECORATIVE METAL FENCING



# AMBURN ESPLANADE LANDSCAPE PROJECT

8 ESPLANADES AT AMBURN ROAD TO HWY 3 WERE  
LANDSCAPED TO MATCH THE ESPLANADES AT  
COLLEGE OF THE MAINLAND, BULL ROCK, GRANITE  
AND LOW MAINTENANCE PLANTS WERE USED



# PLAYGROUND INITIATIVE PROJECT

7 PLAYGROUNDS WERE RENOVATED, OLD EQUIPMENT REMOVED AND NEW MODULES WERE INSTALLED AT TARPEY, DANFORTH, WESTVIEW, AMBURN, FLORANCE, GOODSON AND WALKER PARKS.



**CITY COMMISSION REGULAR MTG**

**(7) (a)**

**Meeting Date:** 12/15/2021

**Submitted By:** Rhomari Leigh, City Secretary

**Department:** City Secretary

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**Information**

**ACTION REQUEST (Brief Summary)**

Approve City Commission Minutes for December 1, 2021 meeting. (City Secretary)

**BACKGROUND**

**ANALYSIS**

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

**Attachments**

Minutes

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REGULAR CALLED CITY COMMISSION MEETING

MINUTES

WEDNESDAY, DECEMBER 1, 2021 – 5:00 P.M.  
KENNETH T. NUNN COUNCIL ROOM – CITY HALL

A Regular Called Meeting of the City Commission was held on Wednesday, DECEMBER 1, 2021, at 5:00 P.M. in the Kenneth T. Nunn Council Room in City Hall, Texas City, Texas. A quorum having been met, the meeting was called to order at 5:02 p.m. by Mayor Dedrick D. Johnson.

1. ROLL CALL

Present: Dedrick Johnson, Mayor  
Thelma Bowie, Commissioner At-Large, Mayor Pro Tem  
Kevin Yackly, Commissioner At-Large  
Keith Henry, Commissioner District 1  
Felix Herrera, Commissioner District 2

Absent: Dorthea Jones Pointer, Commissioner District 3  
Jami Clark, Commissioner District 4

2. INVOCATION

Led by Jon Branson, Executive Director of Management Services.

3. PLEDGE OF ALLEGIANCE

Led by Mayor Dedrick D. Johnson.

a. PROCLAMATIONS AND PRESENTATIONS

5. REPORTS

a. Communication and Marketing Update

Darcie Valenzuela, Marketing Coordinator, gave a PowerPoint presentation.

b. Utilities Customer Service

Irene Fattig, Water Billing Supervisor, gave a PowerPoint presentation.

6. PUBLIC HEARING

a. Francisco Ortego requests to rezone from "A" (Single-Family Residential) to "E" (General Business) to allow for the use by rental of an Enclosed Building to host family gatherings, birthday parties, quinceaneras, and similar events.

Motion by Commissioner At-Large, Mayor Pro Tem Thelma Bowie, Seconded by Commissioner District 2 Felix Herrera to close the Public Hearing.

**Vote: 5 - 0 CARRIED**

7. PRELIMINARY ZONING APPROVAL

- a. Consider and take action on the request from Francisco Ortego to rezone from "A" (Single-Family Residential) to "E" (General Business) to allow for the use by rental of an Enclosed Building to host family gatherings, birthday parties, quinceaneras, and similar events.

Motion by Commissioner At-Large Kevin Yackly, Seconded by Commissioner District 2 Felix Herrera

**Vote: 2 - 3 FAILED**

8. PUBLIC COMMENTS

There were none.

9. CONSENT AGENDA

Motioned by Commissioner Felix Herrera, seconded by Mayor Pro Tem Thelma Bowie, to approve Consent Agenda items a, b, c, d, e, f, g, h, and i.

- a. Approve City Commission Minutes for November 17, 2021 meeting. (City Secretary)

**Vote: 5 - 0 CARRIED**

- b. Consider and take action on Resolution No. 21-111, approving a contract for RFP Professional Consultant to Administer ARP Texas Emergency Rental Assistance Program. (Community Development)

**Vote: 5 - 0 CARRIED**

- c. Consider and take action on Resolution No. 21-112, authorizing the casting of votes for the Galveston Central Appraisal District Board of Directors for 2022-2023. (Management Services)

**Vote: 5 - 0 CARRIED**

- d. Consider and take action on Resolution No. 21-113, authorizing the write-off of utility receivables past due and deemed to be uncollectible as of September 30, 2021. (Finance)

**Vote: 5 - 0 CARRIED**

- e. Consider and take action on Resolution No. 12-114, authorizing the write-off of EMS receivables past due and deemed to be uncollectible as of September 30, 2021. (Finance)

**Vote: 5 - 0 CARRIED**

- f. Consider and take action on Resolution No. 21-115, authorizing designated signatories for contractual documents and documents requesting funds pertaining to Community Development Block Grant - Mitigation Program (CDBG-MIT) General Land Office (GLO) State Contract No. 22-085-017-D253. (Emergency management)

**Vote: 5 - 0 CARRIED**

- g. Consider and take action on Resolution No. 21-116, approving and adopting the Community Development Block Grant- Mitigation (CDBG-MIT) Civil Rights Policy. (Emergency Management)

**Vote: 5 - 0 CARRIED**

- h. Consider and take action on Resolution No. 21-117, approving the purchase of a Ford expedition for the Texas City Economic Development Corporation. (Economic Development)

**Vote: 5 - 0 CARRIED**

- i. Consider and take action on Resolution No. 21-118, approving a Contractor Agreement for the Texas City Economic Development Corporation Strategic Plan. (Economic Development)

**Vote: 5 - 0 CARRIED**

10. REGULAR ITEMS

- a. Consider and take action on Ordinance No. 21-35, amending the fiscal year 2021-2022 budget to increase the Municipal Court's Technology Fund office supplies budget for upgrading courtroom cameras and recording equipment. (Finance)

Motion by Commissioner At-Large, Mayor Pro Tem Thelma Bowie, Seconded by Commissioner District 2 Felix Herrera

**Vote: 5 - 0 CARRIED**

- b. Consider and take action on Resolution No. 21-119, authorizing the purchase of one (1) Type I Medic Unit from Frazer/Sterling McCall through the H.G.A.C Buy Program. (Fire Department)

Motion by Mayor Dedrick Johnson, Seconded by Commissioner At-Large Kevin Yackly

**Vote: 5 - 0 CARRIED**

- c. Consider and take action on Resolution No. 21-120, authorizing the purchase of one (1) LIFEPAK 15 Monitor/Defibrillator and one (1) LUCAS Chest Compression System from Stryker Medical. (Fire Department)

Motion by Commissioner At-Large Kevin Yackly, Seconded by Commissioner District 2 Felix Herrera

**Vote: 5 - 0 CARRIED**

- d. Consider and take action on Ordinance No. 21-36, amending the fiscal year 2021-2022 budget to appropriate funds for a new medic unit and related equipment. (Finance)

Motion by Commissioner District 2 Felix Herrera, Seconded by Commissioner At-Large Kevin Yackly

**Vote: 5 - 0 CARRIED**

11. COMMISSIONERS' COMMENTS

Commissioners Keith Henry, Felix Herrera, and Thelma Bowie thanked the Texas City Rotary Club for sponsoring the Youth In Government event earlier that day.

12. MAYOR'S COMMENTS

Mayor Johnson thanked Marathon and their stakeholder for always finding ways to step up and help the community.

13. ADJOURNMENT

Having no further business, Mayor Pro Tem Thelma Bowie made a MOTION to ADJOURN at 6:01 p.m.; the motion was SECONDED by Commissioner District 2 Felix Herrera. All present voted AYE. MOTION CARRIED.

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DEDRICK D. JOHNSON, MAYOR

ATTEST:

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Rhomari Leigh, City Secretary  
Date Approved:

**CITY COMMISSION REGULAR MTG**

**(7) (b)**

**Meeting Date:** 12/15/2021

Calling Election

**Submitted For:** Rhomari Leigh, City Secretary

**Submitted By:** Rhomari Leigh, City Secretary

**Department:** City Secretary

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**Information**

**ACTION REQUEST (Brief Summary)**

Calling a General Election to be held in Texas City on May 7, 2022, and designating polling location. (City Secretary)

**BACKGROUND**

Applications can be accepted as early as January 19 and the last day to file is February 18th. Applications are available with the Secretary of State on their website. I am in the process of putting together a packet that will have additional information such as a charter, application to run, information on finance laws, etc. That will be available in early January through the Election Information webpage on the City website (<https://www.texascitytx.gov/176/Election-Information>) and in my office.

Early Voting will begin on April 25, 2022. The last day of Early Voting will be May 3, 2022. Exact dates and times will be posted once those details are available.

The proposed designated polling places are Nessler Center & Carver Community Center.

**ANALYSIS**

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

**Attachments**

Resolution

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**RESOLUTION NO. 21-121**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TEXAS CITY, TEXAS, CALLING A GENERAL CITY ELECTION TO BE HELD IN THE CITY OF TEXAS CITY, TEXAS, ON SATURDAY, MAY 7, 2022, BETWEEN THE HOURS OF 7:00 A.M. AND 7:00 P.M., ESTABLISHING DAYS, HOURS AND LOCATIONS FOR EARLY VOTING, FOR THE PURPOSE OF ELECTING A MAYOR, TWO CITY COMMISSIONERS AT-LARGE, AND FOUR CITY COMMISSIONERS FROM DISTRICTS, EACH FOR TWO YEAR TERMS; PROPOSING DESIGNATED POLLING LOCATIONS; AND MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE.**

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**WHEREAS**, the Mayor and City Commissioners of the City of Texas City, Texas are elected for two-year terms; and

**WHEREAS**, the terms of the Mayor and City Commissioners of the City of Texas City, Texas, are set to expire May 2022; and

**WHEREAS**, Article II of *The City Charter*, Chapter 41 of the **Texas Election Code**, and Section 26.042 of the **Texas Local Government Code** require an election for municipal officers to be held, ordered, and called on May 7, 2022, that being a uniform election date under the **Texas Election Code**, to fill the seats of the Mayor and City Commissioners; and,

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TEXAS:**

**SECTION 1:** That notice is hereby given that a general City election will be held in and throughout the City of Texas City, Texas, on Saturday, May 7, 2022, at which there shall be submitted to the duly qualified resident electors of the said City as to the election of the Mayor and two (2) At-Large Commissioners that shall be elected by a vote of the qualified voters of the entire City and four (4) Commissioners shall be elected from districts as follows, to wit:

(a) **District No. 1.** District No. 1 of the City Commission districts shall be comprised of the following county election precincts, or portions of precincts, located within the City limits: 335, 336, 337, 338, 312, and the portion of Precinct 173 within confines as follows: bounded on the North by Moses Bayou; on the East by Union Pacific Railroad; on the South by 25th Avenue Extension; and on the West by the Gulf Coast Water Authority Canal.

(b) **District No. 2.** District No. 2 of the City Commission districts shall be comprised of the following county election precincts, or portions of precincts, located within the City limits: 151, 280, 301, the portion of 347 North of Palmer

Highway, 150 (excluding the area bounded on the West by 23rd Street; on the North by 34th Avenue North; the South by Loop 197 North; and on the East by 16th Street ditch), 199, 172, 159, 196, 197, and the portion of Precinct 173 East of Union Pacific Railroad.

(c) District No. 3. District No. 3 of the City Commission districts shall be comprised of the following county election precincts, or portions of precincts, located within the City limits: 168, 345, 369, 342, 343, and the portion of 347 South of Palmer Highway.

(d) District No. 4. District No. 4 of the City Commission districts shall be comprised of the following county election precincts, or portions of precincts, located within the City limits: 146, 148, 149, and a portion of Precinct 150 within confines as follows: bounded on the West by 23rd Street; bounded on the North by 34th Avenue North; bounded on the South by Loop 197 North; and bounded on the East by 16th Street ditch.

**SECTION 2:** That applications to have the name of a candidate placed on the ballot may not be filed earlier than thirty (30) days before the deadline prescribed by the Election Code for filing applications with the City Secretary and that the earliest date for a candidate to file the same will be January 19, 2022, at 8:00 a.m., with the last day for filing to be February 18, 2022, at 5:00 p.m., in accordance with **Texas Election Code** Sec. 143.007.

**SECTION 3:** That early voting for the election shall be conducted under the direction of the City Secretary.

**SECTION 4:** That the City Secretary shall have the authority to modify polling locations, if necessary, and be able to cancel the election if no seats are contested.

**SECTION 5:** That the Mayor is hereby authorized to execute a Notice of Election.

**SECTION 6:** That the City Secretary is hereby directed to cause notice to be given of said election by publication in the local newspaper of the City of Texas City, Texas, in accordance with *The City Charter* and **Texas Election Code**.

**SECTION 7:** That this Resolution shall be in full force and effect from and after its passage and adoption.

**PASSED AND ADOPTED this 15th day of December 2022.**

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Dedrick D. Johnson, Sr., Mayor  
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

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Rhomari D. Leigh  
City Secretary

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Kyle L. Dickson  
City Attorney

**CITY COMMISSION REGULAR MTG**

(7) (c)

**Meeting Date:** 12/15/2021

**Submitted By:** Rhomari Leigh, City Secretary

**Department:** City Secretary

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**Information**

**ACTION REQUEST (Brief Summary)**

Consider and take action on Resolution No. 21-122, approving the lease of 75 Yamaha QuieTech Fleet Golf Carts through Buyboard - Local Government Purchasing Cooperative for the Bayou Golf Course golf cart fleet. (Recreation & Tourism and Purchasing)

**BACKGROUND**

The Bayou Golf Course currently is ending a five (5) year lease agreement. Staff is recommending entering into a four (4) year lease agreement with Yamaha Golf Cart Company. The lease will be for four years instead of five. All equipment leased through an agreement with Yamaha Golf – Car Company is done by Yamaha Commercial Customer Finance. The Buyboard contract #611-20 consists of 48-month lease; \$60.00 per cart per month - \$4,500.00 total monthly; delivery proposed for February 2022; and includes the trade-in of seventy-three (73) Yamaha Carts at \$2,850 each.

The proposal and warranty are attached for your review. Additions to new fleet: Undercoating of Frame and Rain Cover for the bag well

The delivering dealer is Yamaha Golf-Car Company.

**ANALYSIS**

It is my recommendation to award the lease of seventy-five (75) golf carts from Yamaha Golf-Car Company through Buyboard – Local Government Purchasing Cooperative.

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

**Attachments**

Attachment

Resolution

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# Texas City Bid Cover Page

Thursday December 2, 2021

Mr. Michael Skiba  
Bayou Golf Club  
2800 Ted Dudley Dr  
Texas City, TX 77590

On behalf of the entire team at Yamaha Golf-Car Company, I would like to express my most sincere gratitude for the opportunity to submit this proposal for a new fleet of Yamaha golf cars at Bayou Golf Club. Consistently ranked among the most beloved and recognized brands in the world, Yamaha prides itself on providing superior engineering and efficiency in its vehicles, and our quality and image align seamlessly with that of your fine facility. We simply believe Yamaha will be the easiest and best decision you ever make.

Our primary goal at Yamaha is to look out for the best interests of your Club while maintaining your out-of-pocket maintenance costs and eliminating down time. I want to emphasize how confident we are you and your members' needs and expectations will be met and far exceeded with our world class vehicles and the personal touch of excellence from our Industry-Leading Service.

Here is a summary of the products included in the bid:

1. 75 QuieTech Fleet Golf Cars on a 48 Month Purchase Agreement
2. Utilizing the value of your current fleet as a Down Payment
3. Additions to new fleet: Undercoating of Frame and Rain Cover for the bag well

In closing, please know that Yamaha is not only committed to earning your trust and your business on this deal but building a long-term partnership as your golf car and utility fleet provider for years to come.

Most sincere regards,



J.T. Carney  
District Sales Manager  
(678) 551 - 0524  
Jt\_carney@yamaha-motor.com





# YAMAHA

*Revs Your Heart™*

## PROPOSAL

Expressly prepared for:



*Bayou  
Golf Course*



Proudly Presented By:

J.T. Carney

(678) 551-0524

[Jt\\_carney@yamaha-motor.com](mailto:Jt_carney@yamaha-motor.com)

### DRIVE<sup>2</sup>



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Thursday December 2, 2021

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Bayou Golf Club  
2800 Ted Dudley Dr  
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Since the launch of 'The Drive' model golf car in late 2006, Yamaha has been on a steady climb to the top of the industry, gaining more than 15% market share over that span. The legacy and growth continues with the Drive<sup>2</sup> and UMAX, evolutions which maintained all the popular features of previous models while enhancing golfer comfort and connectivity and lowering the cost of ownership for your facility.

- Industry - Leading Factory Direct Fleet Service
- Classy Body Styling & Premium Accessories
- Ergonomic Engineering that Emphasizes Player Comfort and Functionality
- Lowest-Maintenance and Cost of Ownership Golf Car in the Industry

Our primary goal at Yamaha is to look out for the best interests of your Club while maintaining your out-of-pocket maintenance costs and eliminating down time. I want to emphasize how confident we are you and your members' needs and expectations will be met and far exceeded with our world class vehicles and the personal touch of excellence from our Industry-Leading Service.

In closing, please know that Yamaha is not only committed to earning your trust and your business on this deal, but building a long-term partnership as your golf car and utility fleet provider for years to come.

Most sincere regards,

J.T. Carney  
District Sales Manager  
(678) 551 - 0524  
Jt\_carney@yamaha-motor.com



## The Yamaha Story

### OUR CARS

The best fleet and utility cars in the industry and the only company with four fleet options:

Drive<sup>2</sup> PowerTech AC Electric

Drive<sup>2</sup> Standard AC Electric

Drive<sup>2</sup> Standard EFI Gas

Drive<sup>2</sup> QuietTech EFI, an Industry First

### OUR STATS

2,326 + Courses have switched to Yamaha in the past 8 years

# 1 Rated in Satisfaction, Customer Support, and Reliability \*

97% Brand Loyalty \*\*

94% Customer Retention Rate

### OUR AFFORDABLE GPS SOLUTION

Track and control your fleet.

Drive Profits. Reduce Costs.

Work Smarter.



\* Golf Car Attitudes and Perceptions Research Study Published by NGF, 2015.

\*\* Golf Car Fleet Study Published by Golf DataTech, LLC., 2015.

YGC funded the research studies conducted by NGF and Golf DataTech, I.L.C.



## Company Profile

Yamaha Golf-Car Company (YGC) is a for-profit subsidiary of Yamaha Motor Corporation, USA. We are an American company with nearly 1,700 American employees between our factory in Newnan, GA and our Southeastern Headquarters in Kennesaw, GA.

For more information, please visit us on the web at:

[www.yamahagolfcar.com](http://www.yamahagolfcar.com)

### Our Team

President: Tom McDonald

Division Manager, Operations: Mark Blankers

Division Manager, Direct Sales: Steve Donnell

Division Manager, Marketing: Kevin Norcross, PGA

Regional Sales Manager: Craig Sanford

District Sales Manager: J.T. Carney

Inside Sales Manager: Corey Tofano

Factory Service Provider: Action Buggies

### Manufacturing Facility

Yamaha Motor Manufacturing Corporation

1000 GA Hwy. 34 East  
Newnan, GA 30265

### Corporate Headquarters

Yamaha Golf-Car Company

1270 Chastain Rd. NW  
Kennesaw, GA 30144

### Parent Corporation

Yamaha Motor Corporation U.S.A. (YMUS)

1270 Chastain Rd. NW  
Kennesaw, GA 30144

### Captive Finance Company

Yamaha Motor Finance Corporation (YMFUS)

6555 Katella Ave.  
Cypress, CA 90630



FINANCIAL SERVICES

Celebrating 25 Years in 2018!



## Important Links

Yamaha Golf-Car Company Website:

<https://www.yamahagolfcar.com>

Yamaha Golf-Car Company Social Media Outlets:

Facebook: <https://www.facebook.com/YamahaGolfCarCompany>

Twitter: <https://twitter.com/yamahagolfcars>

YouTube [https://www.youtube.com/channel/UC3Znm5q\\_y-eavvxTM8uprQg](https://www.youtube.com/channel/UC3Znm5q_y-eavvxTM8uprQg)

Instagram: <https://instagram.com/yamahagolfcar>

Google + <https://plus.google.com/+Yamahagolfcarcompany>



Tellico Village Video Testimonial:

<https://vimeo.com/169796142>

2017 Drive2 Launch Video:

<https://www.youtube.com/watch?v=45RaUUgUqnY&t=40s>

2018 UMAX Utility Launch Video:

[https://www.youtube.com/watch?v=6M9HE\\_K5Q0E](https://www.youtube.com/watch?v=6M9HE_K5Q0E)



## Our Partners

Official Golf Car:



Official Golf Car:



Affiliate Member:



Silver Sponsor:



Member:



Section Sponsor:

Alabama - NW Florida Section, PGA  
Carolinas Section, PGA  
Georgia Section, PGA  
Gulf States Section, PGA  
New England Section, PGA  
North Texas Section, PGA  
Northern California Section, PGA  
Southern California Section, PGA  
South Central Section, PGA  
South Florida Section, PGA  
South Texas Section, PGA  
Tennessee Section, PGA



## Proposed Equipment and Accessories

### 2022 Yamaha Drive<sup>2</sup> QuieTech EFI (Fleet) Golf Car

#### Standard Vehicle Equipment

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##### Description

Yamaha-Built 357 cc EFI Gas Engine  
QuieTech System, Complete w/ Fully-Independent Rear Suspension  
TruTrack II Fully-Independent, Automotive-Style Front Suspension  
HybriCore Chassis  
Removable Modular Body Panels  
Sentry Wraparound Protection System w/ 5 MPH-Rated Bumpers  
Rack-and-Pinion Steering and Drum Brakes  
Enhanced Automotive-Style Dash  
ClimaGuard Top with Dual Rain Gutters



#### Installed Options

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##### Description

(2) Single Sand Bottle w/ Handle  
Custom Club Logo on Front of Car  
Polycarbonate Clear, Hinged Windshield  
Color-Matched Custom Number Decals (2 per car)  
Silver Aluminum Wheel Covers (4)  
USB Charging Ports  
Clip-On Information Holder  
Black ClubPro Bag Protector w/ Custom Logo  
**UNDERCOATED FRAMES** - on top of frame upgrades

**DRIVE<sup>2</sup>**



# YAMATRACK

## BACK OFFICE

- Manage your tee sheet in the clubhouse, in the cloud, or wherever you choose.
- Manage your entire operation, including the golf shop, cart barn, restaurant, and maintenance building from your favorite mobile device with our web-based system.
- Integrated leasing with Yamaha's in-house financing, enabling a seamless transaction.
- Built-in point of sale system allows you to manage your customer's information and inventory easily.

## CAR CONTROL

- Set geo-fence zones to control speed and car location on the golf course (DC only)
- Use the shutdown feature to prevent losses by day, and the lockdown feature for better security overnight (DC only).
- Monitor amp hours and car battery conditions automatically to improve fleet rotation and maximize battery life (DC only).
- Monitor pace of play to assist with scheduling rounds and optimize marshal activity.

## PLAYER APP

If you have a Yamaha fleet, then we've already built your mobile app for you. Activating the app for your course is easy and convenient, and the mobile-based software allows your players to navigate their round no matter where they are on the course or in the game. The YamaTrack Player App assures player support is just around the corner, so they can spend more energy on their game.

Customize your golf course's mobile player app with your unique club logo.

Accurate course diagrams and the GPS Precise Distance to Pin feature enables players to gauge their shots for more holes-in-one than ever before.

Food and beverage ordering from the course means a satisfying meal or refreshing beverage is never far away.



## AFFORDABILITY

Offered at the low price of \$35.00 per car per month



# WARRANTY

## 4-YEAR LIMITED WARRANTY FOR DRIVE<sup>2</sup> FLEET GOLF CAR

Yamaha Golf-Car Company hereby warrants that any new Yamaha DRIVE<sup>2</sup> Gas or DRIVE<sup>2</sup> 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 Components	Warranty Period	Electric Car Specific Parts	Warranty Period
Frame	Limited Lifetime to Original Owner	Battery - Trojan T875 FLA	4 Years or 23,500 amp hours whichever comes first / without HydroLink Watering System
Transaxle / Transmission	4 Years		4 Years or 25,000 amp hours whichever comes first / with HydroLink Watering System <i>*See Trojan Warranty Statement for details</i>
Steering / Suspension Components	4 Years	Battery - Trojan T875 AGM	5 Years or 50,000 amp hours whichever comes first <i>*See Trojan Warranty Statement for details</i>
Brakes (Excluding Shoes / Pads)	4 Years		
Sun Top	4 Years	Battery Charger and Cord	4 Years
Electrical Wires, Switches, and Relays	3 Years	Electric Motor and Controller	4 Years
Pedal Assy	3 Years	Charger Receptacle	4 Years
Body Parts	3 Years	Throttle Position Sensor	2 Years
Bumpers / Bag Carrier	3 Years	<b>Gas Car Specific Parts</b>	<b>Warranty Period</b>
Seats	2 Years	Gas Engine	4 Years
Scorecard Holder	2 Years	Starter Generator	4 Years
Floor Mats	2 Years	Exhaust / Intake	4 Years
<b>Common Accessories</b>	<b>Warranty Period</b>	Clutch (Excluding Drive Belt)	4 Years
Genuine Yamaha Fleet Accessories	3 years* <i>*Refer to the Accessory Warranty Statement for details</i>	Throttle / Control Cables	3 Years
YamaTrack Specific Components	1 Year	Starting Battery	1 Year
		<b>All Remaining Parts</b>	<b>1 Year</b>

**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 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, 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
- Transport the car to and from an authorized dealer or distributor for warranty service.

**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.

**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 give 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: 07/01/20

I have read and agree to the above conditions set forth in the Golf-Car Warranty \_\_\_\_\_ (Initial)



## Service Details

Yamaha Golf-Car Company's factory-supported service is the clear leader in the industry. Factory-supported dealers' and technicians' vehicles are fully equipped with the parts and tools necessary to provide on-site repairs and get your golf car back out on the course in the event that it should become disabled. Our service providers are trained extensively on the mechanical aspects of Yamaha golf cars and are routinely re-trained throughout the course of their tenure. The timely response and attentive manner of our service providers are two key factors in the success and customer satisfaction that we have been able to achieve at Yamaha.

The service provider for Bayou Golf Club is Action Buggies. Action has been with Yamaha for many years and has received countless positive reviews from the customers he services. His goal is to be your partner and look out for the best interests of your fleet and your Club, while minimizing your down time. For your convenience, Action's contact information is listed below.

Please refer to your owner's manual for maintenance requirements and recommended service intervals. For further reference, a quick service check guide is included on the following page with tips to ensure your fleet runs as expected.

### Factory Service Provider

Action Buggies  
(936) 856-8309  
[chris@gobuggies.com](mailto:chris@gobuggies.com)





## Equipment Maintenance Schedule

While Yamaha Golf-Car Company maintains a network of reliable service providers that are willing and able to assist you at any time, the following are best practices that will ensure that your golf car fleet stays in optimum working condition, cutting down on the need of service assistance:

### Daily Safety Checklist:

- Visually inspect all equipment for damage. Be sure all nuts, bolts, and screws are tight.
- Insure that all warning and instruction labels are on equipment and in good condition.
- Check equipment for proper and safe operation.
- Maintain a proper tire pressure of 18 psi for gas cars, and 22 psi for electric cars.
- Check drive unit, transmission, engine, and fuel system (gasoline equipment) for leaks.

### Daily Performance Inspection:

- *Forward/Reverse Switch:* Check for proper operation.
- *Brakes:* Be sure brakes function properly.
- *Parking Brake:* When latched, the parking brake should lock the wheels and hold the vehicle stationary.
- *Reverse Buzzer:* The reverse buzzer will sound as a warning when the forward/reverse handle or switch is in the reverse position.

### Daily Maintenance:

- Remove trash from bag well, floorboard, dash compartment, and drink holders.
- Wash exterior of equipment, including seats and bag well. Do not pressure wash.
- Wash engine compartment. Avoid all electrical components and connections. Do not pressure wash.
- Keep equipment clean with damp cloth.
- Change or repair flat tires.
- *Fuel:* Check fuel level.
- *Engine:* Check for proper engine oil level.
- *Battery:* Check battery post; wires should be tight and free of corrosion, and battery should be fully charged.

### Monthly Maintenance:

- *Engine:* Check engine cooling air intake; clean if necessary. Visually inspect the unshrouded area around the engine exhaust for grass and debris; clean if necessary.
- *Tires:* Check air pressure and adjust as necessary.

I have read and understand the above Equipment Maintenance Schedule \_\_\_\_\_ (Initial)



## Terms and Conditions for Returning Vehicles or Trades

Sole Responsibility, if applicable:

Bayou Golf 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:

- 1.) All cars must be free of all liens and encumbrances.
- 2.) All cars must be capable of running at least nine (9) holes of golf.
- 3.) All cars must be the same quantity and year model as originally evaluated.
- 4.) All cars must be clean, and free of trash, scorecards, pencils, tees, etc.
- 5.) All cars must have a working charger.
- 6.) All cars must have four (4) serviceable tires that retain proper air pressure.
- 7.) All cars must steer properly in all directions.
- 8.) All batteries must be free of corrosion, and properly filled with water.

Furthermore, Bayou Golf Club understands and agrees to further charges being assessed if the below conditions are found upon Yamaha Golf-Car Company's inspection of the returned cars:

- 1.) Severely damaged or missing chargers
- 2.) Inoperable cars
- 3.) Minor damage (damage to bodies, bumpers, or seats)
- 4.) Major damage (frame damage, wrecked cars, etc.)

*I have read and agree to the above terms and conditions for returning vehicles and/or trades \_\_\_\_\_ (Initial)*



## Proposal Details and Acceptance

GOLF CAR PRICING - BUYBOARD CONTRACT # 611-20 - WITH RAIN COVER:

Unit	Qty.	Term	Car/Month	Lease/Month	Roll-Out
Fleet Cars	75	48 Months	\$60.00	\$4,500.00	36 Months

- This includes a trade in credit of \$2850/car for 73 cars = Total = \$208,050

This total would be after you own the fleet

- Early Roll Option:

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 the 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 process. The new payment will be based upon current fleet condition, product pricing, and interest rates at that time.

The preceding quotation does not include any applicable taxes or insurance and is subject to the final approval of Yamaha Commercial Customer Finance and Yamaha Golf-Car Company; additional documentation to follow.

This quotation is valid for seven (7) days and is subject to change beyond that date. Furthermore, this proposal constitutes the entire understanding and agreement amongst the parties, whether oral or in writing. Neither party has made any further representations or promises to the other with respect to the subject matter of this agreement, except as set forth in this agreement. This agreement supersedes any previous agreements made between parties and is confidential in nature.

*If this proposal is acceptable under the above terms, please sign and date below:*

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

Bayou GC- City of Texas City

Accepted by: *John J. Carney* Date: 12/2/21

Yamaha District Sales Manager

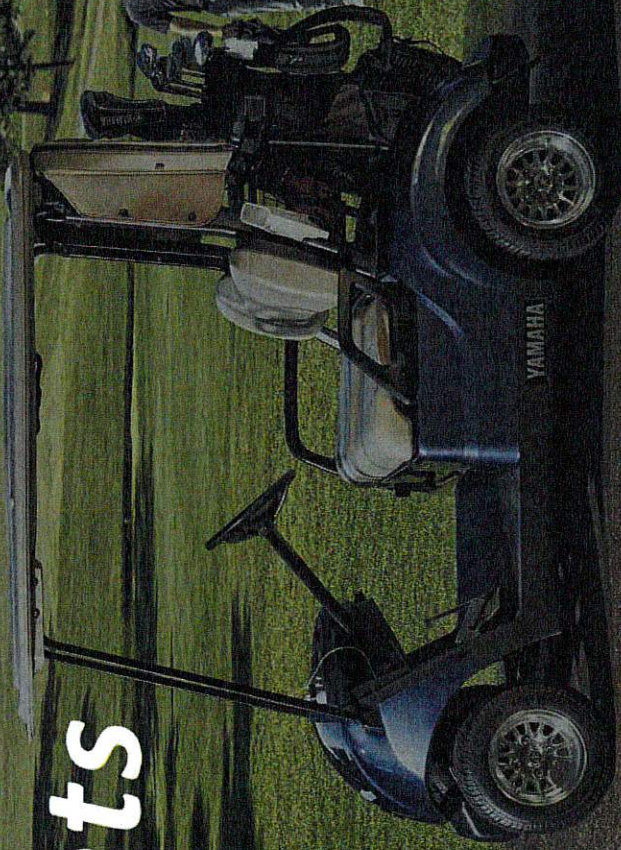
Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

Yamaha Regional Sales Manager



## Notes

# Frame Design Improvements



Yamaha Golf-Car Company

# E-Coat: New Improved Formula

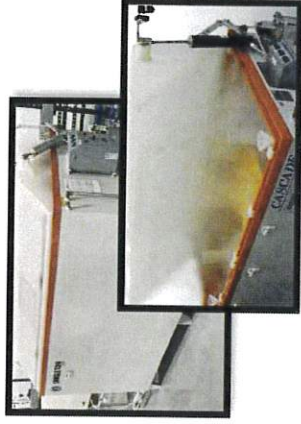
## E-Coat Formula Improvements

- ✓ Enhanced corrosion protection
- ✓ Improved edge protection
- ✓ Improved throw power
- ✓ Controlled, consistent thickness
- ✓ Improved finish



## Corrosion Protection

- Improved endurance to environmental exposure



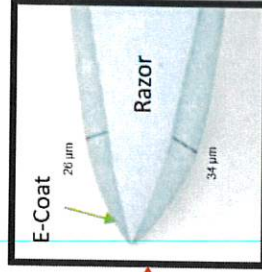
(Salt water spray testing chamber)



No corrosion after 1,000 hours of direct salt water exposure

## Edge Protection

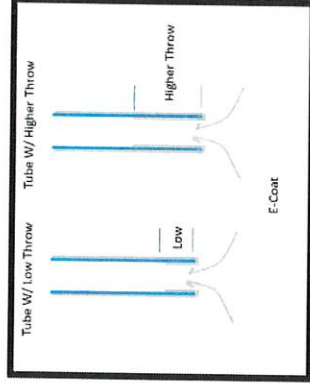
- The new formula can wrap around the smallest edges.



(Magnified edge of the razor blade)

## Coverage

- The new E-coat has improved "throw power" giving it the ability to reach further into recessed areas of the frame.



## ***Frame: Improved Steel Formula***

### **Upgraded Steel Specifications:**

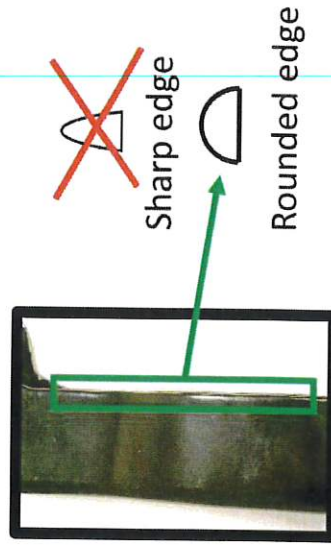
The copper percentage used in key frame components was increased to give the steel improved corrosion resistance and increased strength.

Element	Content (%)
Carbon, C	0.34
Iron, Fe	0.60
Manganese, Mn	0.44
Phosphorous, P	0.21
Sulfur, S	0.03
Chromium, Cr	4.78
Copper, Cu	0.08
Nickel, Ni	0.15
Molybdenum, Mo	1.61
Vanadium, V	0.51



### **Upgraded Parts Preparation:**

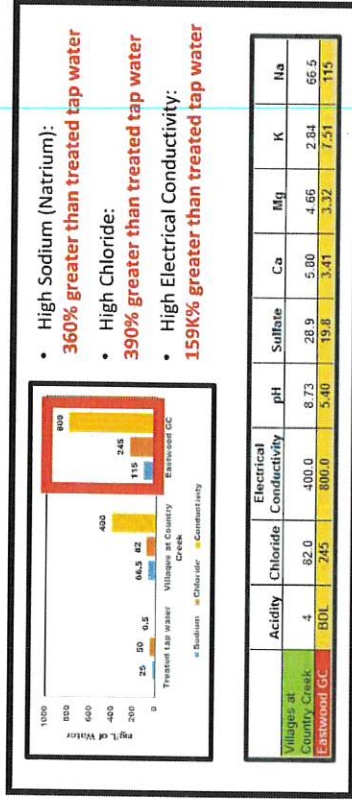
The edges for key frame components have been rounded to increase the E-coats ability to edge wrap / protect the metal.



# Frame Corrosion: Leading Causes and How to prevent it

## Leading causes of frame corrosion:

**#1. Reclaimed Wastewater:** Wastewater discharged from buildings and processes, treated at a wastewater treatment facility, and then reused in applications such as irrigation and industrial processes. (Also known as reclaimed water, water recycling, recycled water, and water reuse)



\*\* Reclaimed / Salt water is highly corrosive to all metals\*\*

**#2. Salt Water:** Water that contains a high concentration of dissolved salts (mainly sodium chloride). Salt water is an electrolyte which conducts ions, speeding up corrosion of metal.

## Best Practices for Preventing Frame Corrosion:

1. Do not use reclaimed and/or salt water when washing cars.



2. If reclaimed and/or salt water is used as a source of irrigation at the course, it is recommended the cars (including the undercarriage) be washed daily with clean water to remove any harmful chemicals.



3. When possible install a water filtration system that removes harmful chemicals from car wash water.



**RESOLUTION NO. 21-122**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT FOR THE LEASE OF SEVENTY-FIVE (75) YAMAHA QUIETECH FLEET GOLF CARTS THROUGH BUYBOARD – LOCAL PURCHASING COOPERATIVE FOR THE BAYOU GOLF COURSE; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

**WHEREAS**, the Bayou Golf Course requests approval of a four (4) year lease of seventy-five (75) Yamaha Quie-Tech Fleet Golf Carts through the BuyBoard, for a total monthly price of \$4,500.00; and

**WHEREAS**, funds are available in the City’s General Fund.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TEXAS CITY, TEXAS:**

**SECTION 1:** That the City Commission of the City of Texas City hereby approves a four (4) year lease of seventy-five (75) Yamaha Quie-Tech Fleet Golf Carts for use by the Bayou Golf Course, for the monthly price of \$4,500.00, through BuyBoard, as set out on **Exhibit “A”**, attached hereto and incorporated herein for all intents and purposes.

**SECTION 2:** That the Mayor is authorized to execute any documentation necessary for the purchase of the equipment.

**SECTION 3:** That this Resolution shall be in full force and effect from and after its passage and adoption.

**PASSED AND ADOPTED this 15th day of December 2021.**

\_\_\_\_\_  
Dedrick D. Johnson, Sr., Mayor  
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Rhomari D. Leigh  
City Secretary

\_\_\_\_\_  
Kyle L. Dickson  
City Attorney



**CITY COMMISSION REGULAR MTG**

**(7) (d)**

**Meeting Date:** 12/15/2021

RFP # 2022-409 Construction Manager at Risk for Fire Station # 4 and New Police Substation

**Submitted For:** Mike McKinley, Public Works      **Submitted By:** Mike McKinley, Public Works

**Department:** Public Works

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**Information**

**ACTION REQUEST (Brief Summary)**

Authorize the Mayor to enter into an agreement with Gamma Construction Company, Inc. for the Construction Manager at Risk for Fire Station #4 and New Police Substation.

**BACKGROUND**

On October 14, 2021, and October 21, 2021, the Request For Proposal for Construction Manager at Risk for Fire Station # 4 and the Police Substation was advertised and proposal packets were mailed out.

Proposals were accepted and opened on November 19, 2021 at 10 A.M.. The proposals were evaluated and scored with Gamma Construction Company, Inc., having the highest score.

The Selection Criteria Point Tabulation, Design Rendering, and Letter of Recommendation are attached for your review and consideration.

**ANALYSIS**

It is the recommendation of the Public Works Department to approve a Resolution authorizing the Mayor to enter into an agreement with Gamma Construction Company, Inc. for the Construction Manager at Risk for Fire Station # 4 and the Police Substation on behalf of the City Commission.

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

**Attachments**

- Exhibit A
  - Exhibit B
  - Exhibit C
  - Exhibit D
  - Resolution
-





Date: December 8, 2021

Mayor Dedrick Johnson, Sr. and  
Members of the City Commission  
1801 9th Avenue North  
Texas City, Texas 77590

**RE: Contractor Approval for Construction of Lago Mar TCFD Station 4  
and TCPD Substation**

Ladies and Gentlemen:

On November 19, 2021, the City received Construction Manager at Risk (CMAR) proposals for construction of Fire Station 4 and Police Sub-Station located in the Lago Mar Subdivision. Attached is the Selection Criteria Point Tabulation for the five contractors who submitted proposals for Council review.

Based on the selection criteria points, along with visiting several area fire stations in the area that Gamma Construction has completed and the performance they have shown during the construction of the *Texas City Emergency Services Training Center*, it is the recommendation of Fire, Police and the Public Works Departments, that Gamma Construction be awarded this contract for the reasons stated above. Please authorize the Mayor to award this project to Gamma Construction on behalf of the City Commission.

Respectfully,

DJ Hutchinson  
Project Administrator



700 Rockmead, Ste 265 | Kingwood, TX 77339 | 281.359.6401  
 2600 S. Shore Blvd, Ste 300 | League City, TX 77573 | 281.245.3304

**REQUEST FOR PROPOSALS SELECTION CRITERIA POINT TABULATION**  
**For**  
**Construction Manager at Risk for Fire Station 4 & Police Sub-Station**  
**Texas City, Texas**  
**November 19, 2021**

<b>Point Tabulation Summary</b>							
<b>Construction Manager at Risk</b>	<b>Safety Experience</b>	<b>Fee</b>	<b>Construction Mgr/Contractor Experience</b>	<b>References</b>	<b>Experience of Proposed Personnel</b>	<b>Other Factors</b>	<b>Total</b>
	<b>5 Pts.</b>	<b>40 Pts.</b>	<b>25 Pts</b>	<b>15 pts.</b>	<b>10 Points</b>	<b>5 Pts</b>	
Anslow Bryant	4	36	21	15	6	3	85
Brookstone	4	38	21	15	9	4	91
Durotech	5	37	25	15	6	4	92
<b>Gamma</b>	<b>4</b>	<b>38</b>	<b>21</b>	<b>15</b>	<b>10</b>	<b>5</b>	<b>93</b>
Teal	3	40	22	10	6	3	84

- Page 2 – Evaluation of Safety Experience
- Page 3 – Evaluation of Total Fee
- Page 4 – Evaluation of Construction Manager Experience
- Page 5 – Evaluation of References
- Page 6 – Evaluation of Proposed Personnel Experience
- Page 7 – Evaluation of Other Factors

Texas City Fire Station 4 & Police Sub-Station Construction Manager at Risk Evaluation

<b>Evaluation of Safety Experience</b>						
<b>Construction Manager at Risk</b>	<b>Safety Coordinator</b>	<b>Points per Safety</b>	<b>EMR Rating</b>	<b>Points per EMR Rating</b>	<b>Total Points Available</b>	<b>Points Awarded</b>
Anslow Bryant	Yes	2	0.77	2	5	4
Brookstone	Yes	2	0.74	2	5	4
Durotech	Yes	2	0.68	3	5	5
<b>Gamma</b>	<b>Yes</b>	<b>2</b>	<b>0.74</b>	<b>2</b>	<b>5</b>	<b>4</b>
Teal	Yes	2	0.87	1	5	3

<b>Points for On-Staff Safety Coordinator</b>	
Yes	= 2 Points
No/Not Specified	= 0 Points

<b>Points per EMR Rating</b>	
EMR 0.00 – 0.69	= 3 Points
EMR 0.70 – 0.85	= 2 Points
EMR 0.85 +	= 1 Point

- Evaluate EMR (Experience Modification Rate)
- Safety Coordinator
- Safety Plan
- Operational Readiness, Training and Awareness

## Texas City Fire Station 4 & Police Sub-Station Construction Manager at Risk Evaluation

### Evaluation of Total Fee

Construction Manager at Risk	Pre-Construction Services Fee \$	Construction Services Fee %/ \$	Estimated Budget \$	General Conditions Fee \$	Total \$ Toward Project	Points per \$ To Project	Savings Back to Owner %	Points per Savings	Total Points Available	Points Awarded
Anslow Bryant	\$10,000	2.5% (\$182,275)	\$8,050,000	\$749,000	\$7,108,725	31	100%	5	40	36
Brookstone	\$7,500	2.3% (\$172,736)	\$8,050,000	\$532,236	\$7,337,528	33	100%	5	40	38
Durotech	\$23,000	3.65% (\$272,783)	\$8,050,000	\$553,500	\$7,200,717	32	100%	5	40	37
<b>Gamma</b>	<b>\$5,000</b>	<b>1.65% (\$123,597)</b>	<b>\$8,050,000</b>	<b>\$554,282</b>	<b>\$7,367,121</b>	<b>33</b>	<b>100%</b>	<b>5</b>	<b>40</b>	<b>38</b>
Teal	\$0	3.0% (\$232,500)	\$8,050,000	\$300,000	\$7,517,500	35	100%	5	40	40

Points per Total \$ Toward Project	
\$7.5+ million	= 35 Points
\$7.4 - \$7.5 million	= 34 Points
\$7.3 - \$7.4 million	= 33 Points
\$7.2 - \$7.3 million	= 32 Points
\$0 - \$7.2 million	= 31 Points

Points per Savings Back to Owner	
100% Back to Owner	= 5 Points
80% Back to Owner	= 4 Points
60% Back to Owner	= 3 Points
40% Back to Owner	= 2 Points
20% Back to Owner	= 1 Points
0% Back to Owner	= 0 Points

- Total \$ Toward Project = Estimated Budget \$ - General Conditions Fee \$ - Preconstruction Services Fee \$ = Cost X  
 Cost X \* Construction Services Fee % = Construction Services Fee \$

Estimated Budget \$ – Construction Services Fee \$ – General Conditions Fee \$ - Preconstruction Services Fee \$ = Total \$ Toward Project

## Texas City Fire Station 4 & Police Sub-Station Construction Manager at Risk Evaluation

<b>Evaluation of Construction Manager Experience</b>						
<b>Construction Manager at Risk</b>	<b>Similar Project Experience (# of Projects)</b>	<b>Points per Similar Projects</b>	<b>CMaR Experience (# of Projects)</b>	<b>Points per CMaR Experience</b>	<b>Total Points Available</b>	<b>Points Awarded</b>
Anslow Bryant	0	13	0	8	25	21
Brookstone	8	13	8	8	25	21
Durotech	19	15	19	10	25	25
Gamma	6	13	5	8	25	21
Teal	13	14	2	8	25	22

<b>Points per Firm Similar Project Experience</b>
0 – 9 Projects = 13 Points
10 – 18 Projects = 14 Points
19+ Projects = 15 Points

<b>Points per Firm CMaR Experience</b>
0 – 9 Projects = 8 Points
10 – 18 Projects = 9 Points
19+ Projects = 10 Points

- Evaluation of Company's Experience with Facilities within past 10 years of similar size/function.
- Evaluation of Company's Experience with the Construction Manager at Risk Delivery Method within past 10 years with Facilities of similar size/function.

Texas City Fire Station 4 & Police Sub-Station Construction Manager at Risk Evaluation

<b>Evaluation of References</b>			
<b>Construction Manager at Risk</b>	<b>Average % of References</b>	<b>Total Points Available</b>	<b>Points Awarded</b>
Anslow Bryant	100%	15	15
Brookstone	97%	15	15
Durotech	98%	15	15
Gamma	98%	15	15
Teal	88%	15	10

<b>Points per Reference Average</b>	
Poor (0-80%)	= 5 Points
Fair (81-90%)	= 10 Points
Good (91-100%)	= 15 Points

- Identify and Evaluate up to the Top Five References Received

Texas City Fire Station 4 & Police Sub-Station Construction Manager at Risk Evaluation

<b>Evaluation of Proposed Personnel Experience</b>						
<b>Construction Manager at Risk</b>	<b>Similar Project Experience (# of Projects)</b>	<b>Points per Similar Projects</b>	<b>CMaR Experience (# of Projects)</b>	<b>Points per CMaR Experience</b>	<b>Total Points Available</b>	<b>Points Awarded</b>
Anslow Bryant	1	3	1	3	10	6
Brookstone	8	4	8	5	10	9
Durotech	2	3	2	3	10	6
Gamma	9	5	8	5	10	10
Teal	3	3	3	3	10	6

<b>Points per Personnel Similar Project Experience</b>
0 – 4 Projects = 3 Points
5 – 8 Projects = 4 Points
9+ Projects = 5 Points

<b>Points per Personnel CMaR Experience</b>
0 – 3 Projects = 3 Points
4 – 7 Projects = 4 Points
8+ Projects = 5 Points

- Evaluation of Proposed Personnel’s Experience (Project Manager & Superintendent) with Facilities of similar size/function within past 10 years.
- Evaluation of Proposed Personnel’s Experience (Project Manager & Superintendent) with the Construction Manager at Risk Delivery Method within past 10 years with Facilities of similar size/function.

## Texas City Fire Station 4 & Police Sub-Station Construction Manager at Risk Evaluation

<b>Evaluation of Other Factors</b>		
<b>Construction Manager at Risk</b>	<b>Total Points Available</b>	<b>Points Awarded</b>
Anslow Bryant	5	3
Brookstone	5	4
Durotech	5	4
Gamma	5	5
Teal	5	3

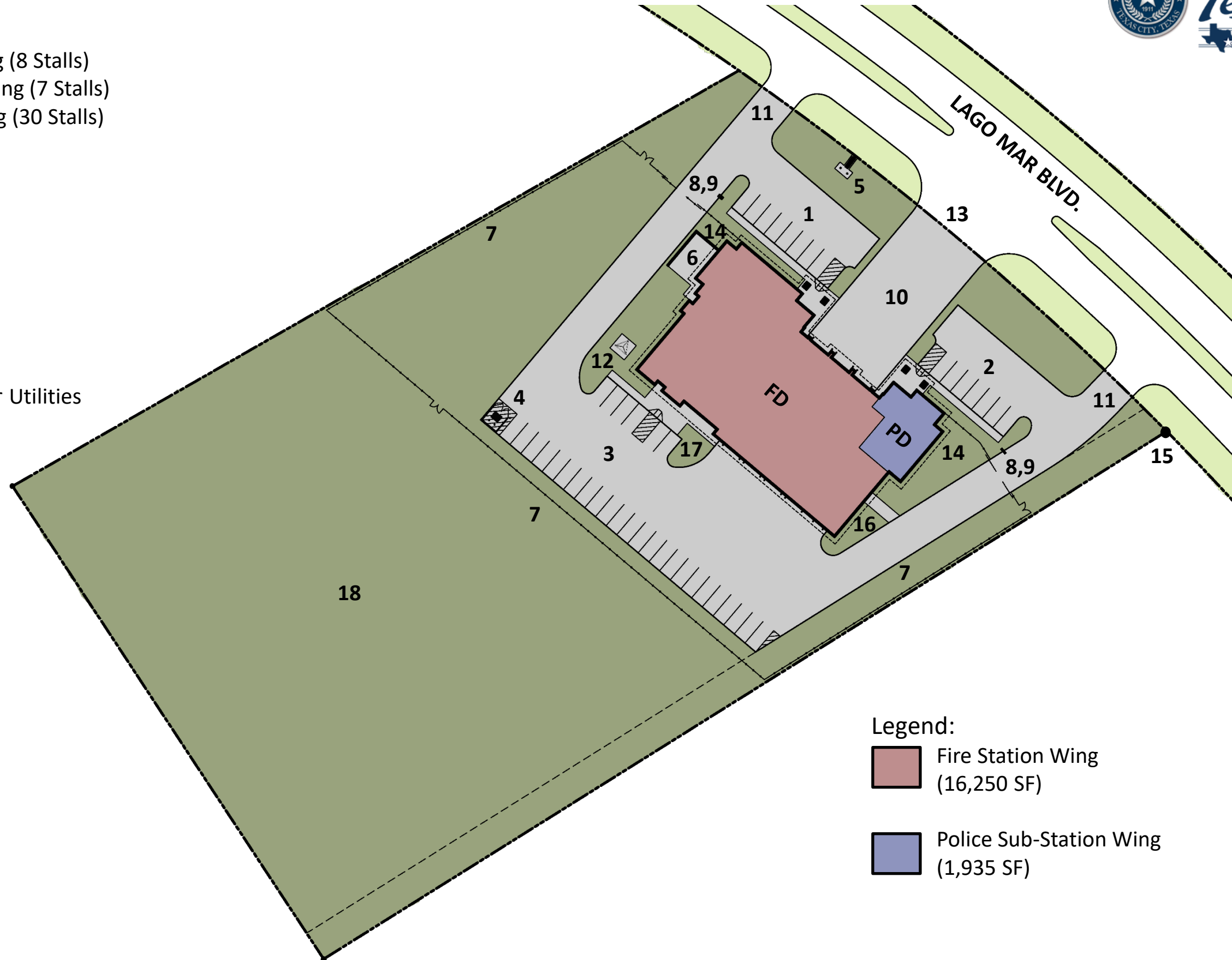
- Innovative Programs and Design Awards (Company or Project Team Members).
- Available Resources.
- Project Teams' history with Company.
- Process of Project Completion – On Time, Within Budget and Total Project Value.
- TEAM Approach within Construction Management delivery process.
- Identify Value brought to the Project:
  - o Preconstruction Services, Cost Estimating and Control During Preconstruction Services, Extent of Bidding Process, Association with Quality Subcontractors (based on experience, quality of work, staffing capabilities for the project, and financial stability), Construction Services during Construction Phase, Post Construction Services
- Quality of Workmanship.
- Current Company Project Capacity.

# Proposed Site Plan



## Notes:

- 1 Fire Department Visitor Parking (8 Stalls)
- 2 Police Department Visitor Parking (7 Stalls)
- 3 Fire Department Secure Parking (30 Stalls)
- 4 Dumpster/Enclosure
- 5 Monument Sign & Flagpoles
- 6 Outdoor Covered Cooking Area
- 7 Perimeter Fencing/Gates
- 8 Pair Motorized Gates
- 9 Gate Pedestal
- 10 130' Apparatus Apron
- 11 Access Drive
- 12 Radio Tower
- 13 Existing 3 PH Power/Gas/Water Utilities
- 14 Grease Trap
- 15 New Transformer Pole
- 16 Sand/Oil Interceptor
- 17 Condenser Yard
- 18 2.32 Acre Wooded Area to Remain (Remove Underbrush)



## Legend:

- Fire Station Wing  
(16,250 SF)
- Police Sub-Station Wing  
(1,935 SF)







# JOINER ARCHITECTS

700 Rockmead, Ste 265 | Kingwood, TX 77339 | 281.359.6401  
2600 S. Shore Blvd, Ste 500 | League City, TX 77573 | 281.245.3304


## REQUEST FOR PROPOSALS SELECTION CRITERIA POINT TABULATION For Construction Manager at Risk for Fire Station 4 & Police Sub-Station

Texas City, Texas

November 19, 2021

Point Tabulation Summary							
Construction Manager at Risk	Safety Experience	Fee	Construction Mgr/Contractor Experience	References	Experience of Proposed Personnel	Other Factors	Total
	5 Pts.	40 Pts.	25 Pts	15 pts.	10 Points	5 Pts	
Anslow Bryant	4	36	21	15	6	3	85
Brookstone	4	38	21	15	9	4	91
Durotech	5	37	25	15	6	4	92
Gamma	4	38	21	15	10	5	93
Teal	3	40	22	10	6	3	84

Page 2 – Evaluation of Safety Experience  
Page 3 – Evaluation of Total Fee  
Page 4 – Evaluation of Construction Manager Experience  
Page 5 – Evaluation of References  
Page 6 – Evaluation of Proposed Personnel Experience  
Page 7 – Evaluation of Other Factors

Jack Haralson, Texas City PW 

DJ Hutchinson, Texas City PW 

David Zacherl, Texas City FD 

Jesse Rubio, Texas City FD 

Joby Copley, Joiner Architects 

**RESOLUTION NO. 21-123**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH GAMMA CONSTRUCTION COMPANY, INC. FOR THE CONSTRUCTION MANAGER AT RISK FOR FIRE STATION NO. 4 AND NEW POLICE SUBSTATION; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

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**WHEREAS**, on October 14, 2021, and October 21, 2021, Request for Proposals for the Construction Manager at Risk for Fire Station No. 4 and new Police Substation were advertised and mailed out; and

**WHEREAS**, the proposals received by the due date have been evaluated and scored to determine the most qualified company; and

**WHEREAS**, it is the recommendation of Public Works Department to award this contract to the highest scored company, Gamma Construction Company, Inc., Houston, Texas.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TEXAS CITY, TEXAS:**

**SECTION 1:** That the City Commission hereby accepts Gamma Construction Company, Inc. as the Construction Manager for Fire Station No. 4 and new Police Substation.

**SECTION 2:** That the Mayor is hereby authorized to enter into an agreement with Gamma Construction Company, Inc. as the Construction Manager for Fire Station No. 4 and new Police Substation as described in **Exhibit "A,"** attached hereto and made a part hereof for all intents and purposes.

**SECTION 3:** That this Resolution shall be in full force and effect from and after its passage and adoption.

**PASSED AND ADOPTED this 15th day of December 2021.**

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Dedrick D. Johnson, Sr., Mayor  
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

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Rhomari D. Leigh

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Kyle L. Dickson

City Secretary

City Attorney

**CITY COMMISSION REGULAR MTG**

(7) (e)

**Meeting Date:** 12/15/2021

RFQ 2022-411 American Rescue Plan Act-Engineering Services

**Submitted For:** Laura Boyd, Finance

**Submitted By:** Laura Boyd, Finance

**Department:** Finance

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**Information**

**ACTION REQUEST (Brief Summary)**

Consider and take action on Resolution No. 21-124, approving contract for RFQ No. 2022-411 American Rescue Plan Act-Engineering Services contract to ARKK Engineers, LLC. (Purchasing)

**BACKGROUND**

The City advertised for Statement of Qualifications under RFQ 2022-411 for engineering services for specific public works projects funded by the American Rescue Plan Act (ARP Act) Coronavirus State and Local Fiscal Recovery Funds (CSLFRF). Deadline for submission was Thursday, November 18, 2021. The City received proposals from the following: A&S Engineers, Inc., ARKK Engineers, LLC, and TLC Engineering.

The received proposals were reviewed by the city's Selection Review Committee on December 8, 2021.

**ANALYSIS**

The responsible party meeting all specifications and scoring the highest on the proposal rating sheets was ARKK Engineers, LLC.

It is the recommendation of the Selection Review Committee to award the 2022-411 American Rescue Plan Act-Engineering Services Contract to ARKK Engineers, LLC. of Houston Texas. TX PE Firm No. 13872.

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

**Attachments**

Resolution

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**RESOLUTION NO. 21-124**

**A RESOLUTION APPROVING A CONTRACT FOR RFQ NUMBER 2022-411 AMERICAN RESCUE PLAN ACT-ENGINEERING SERVICES; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

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**WHEREAS**, the City advertised for Statement of Qualifications under RFQ 2022-411 for engineering services or specific public works projects funded by the American Rescue Plan Act (ARP Act) Coronavirus State and Local Fiscal Recovery Funds (CSLFRF); and

**WHEREAS**, bids were opened on December 8, 2021, and the bid meeting all the specifications and scoring the highest on the proposal rating sheet was received from ARKK Engineers, LLC of Houston, TX; and

**WHEREAS**, the Selection Review Committee recommends awarding RFQ No. 2022-411 for engineering services or specific public works projects funded by the American Rescue Plan Act (ARP Act) Coronavirus State and Local Fiscal Recovery Funds (CSLFRF).

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TEXAS CITY, TEXAS:**

**SECTION 1:** That the City Commission of the City of Texas City, Texas, hereby awards for engineering services or specific public works projects funded by the American Rescue Plan Act (ARP Act) Coronavirus State and Local Fiscal Recovery Funds (CSLFRF).

**SECTION 2:** That the Mayor is hereby authorized to enter into a contract with ARKK Engineers, LLC for the respective unit prices bid in **Exhibit “A”** attached hereto and made a part hereof for all intents and purposes.

**SECTION 3:** That this Resolution shall be in full force and effect from and after its passage and adoption.

**PASSED AND ADOPTED this 15th day of December 2021.**

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Dedrick D. Johnson, Sr., Mayor  
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

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Rhomari D. Leigh  
City Secretary

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Kyle L. Dickson  
City Attorney

**CITY COMMISSION REGULAR MTG**

**Ord 13-52**

**Meeting Date:** 12/15/2021

Amend the fiscal year 2021/2022 budget to close 2020/2021 fiscal year purchase orders.

**Submitted For:** Laura Boyd, Finance

**Submitted By:** Laura Boyd, Finance

**Department:** Finance

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**Information**

**ACTION REQUEST (Brief Summary)**

Consider approval of a request to amend the fiscal year 2021-2022 budget to close 2020-2021 fiscal year purchase orders.

**BACKGROUND**

Purchase orders that are outstanding at the end of the fiscal year are to be canceled and rolled into the current fiscal year 2021-2022. Since encumbrances impact budgets, the current fiscal year's budget must be increased to reflect outstanding encumbrances from the 2020-2021 fiscal year.

**ANALYSIS**

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

**Attachments**

Ordinance

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**ORDINANCE NO. 21-37**

**AN ORDINANCE AMENDING ORDINANCE NO. 21-21, ADOPTING THE 2021-2022 FISCAL YEAR BUDGET TO CLOSE THE 2020-2021 FISCAL YEAR PURCHASE ORDERS; DIRECTING THE CHIEF EXECUTIVE OFFICER TO FILE OR CAUSE TO BE FILED A COPY OF THE AMENDED BUDGET IN THE OFFICE OF THE GALVESTON COUNTY CLERK; DISPENSING WITH THE REQUIREMENT FOR READING THIS ORDINANCE ON THREE (3) SEPARATE DAYS; AND PROVIDING THAT THIS ORDINANCE SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

**WHEREAS**, by Ordinance No. 21-21, the City Commission of the City of Texas City, Texas, adopted its budget for Fiscal Year 2021 - 2022; and

**WHEREAS**, a budget amendment is needed to close the 2020 - 2021 Fiscal Year Purchase Orders.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF TEXAS CITY, TEXAS:**

**SECTION 1:** That the facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct.

**SECTION 2:** That the budget for Fiscal Year 2021 - 2022 of the City of Texas City, Texas, is hereby amended as follows:

**Amend the Fiscal Year 2021 - 2022 Budget to close 2020 - 2021 fiscal year purchase orders.**

**SECTION 3:** That the chief executive officer shall file or cause to be filed a copy of this budget amendment in the office of the Galveston County Clerk.

**SECTION 4:** That the Charter requirement for reading this Ordinance on three (3) separate days has been dispensed by a majority vote of all members of the City Commission.

**SECTION 5:** That this Ordinance shall be finally passed and adopted on the date of its introduction and shall become effective from and after its passage and adoption.

**PASSED AND ADOPTED this 15th day of December 2021.**

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Dedrick D. Johnson, Sr., Mayor  
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

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Rhomari D. Leigh  
City Secretary

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Kyle L. Dickson  
City Attorney