

NOTICE OF JOINT PUBLIC MEETING
THE FREEPORT CITY COUNCIL
PLANNING COMMISSION
ECONOMIC DEVELOPMENT CORPORATION
URBAN RENEWAL BOARD
MONDAY, DECEMBER 3RD, 2012, 6:00 P.M.
RIVER PLACE, 733 MYSTERY HARBOR LANE
FREEPORT, TEXAS

AGENDA
FORMAL SESSION

1. Call to order.
2. Invocation.
3. Pledge of Allegiance.
4. Consideration of approving the November 19 & November 26, 2012 Council Minutes. Pg. 741-746
5. Attending citizens and their business.
6. Consideration of approving a request from Will Brooks, Parade Chairman of the 27th Annual Dr. Martin Luther King Jr. Celebration Parade to close portions of the following streets that intersect with Cherry Street , East & West Park , 2nd Street to Hwy. 288-B to the Freeport Municipal Park, Saturday January 19th, 2013 from 8:00 a.m. to 10:00 a.m., finishing the Rally at the Freeport Municipal Park. Pg. 747
7. Consideration of approving Ordinance No. 2012-2030 designating the intersection of Varner and Ave. Q as a 4 way stop intersection and authorizing the City Manager to erect the appropriate stop sign at such intersection. Pg. 748-750
8. Consideration of approving a Conditional Sale Agreement with Agreement with Yamaha for golf carts for the Freeport Municipal Course and authorizing the City Manager to sign the same. Pg. 751-756

Work Session:

- A. Presentation of the Freeport Urban Renewal Development submitted proposal.
- B. Presentation of Roy Yates on the Freeport Marina dry stack building.

Adjourn

Items not necessary discussed in the order they appear on the agenda. The Council at its discretion may take action on any or all of the items as listed. This notice is posted pursuant to the Texas Open Meeting Act. (Chapter 551, Government Code).

In compliance with the Americans with Disabilities Act, the City of Freeport will provide for reasonable accommodations for persons attending City Council Meetings. Request should be received 48 hours prior to the meeting. Please contact the City Secretary office at 979-233-3526.

I, Delia Munoz City Secretary for the City of Freeport, Texas certify that this agenda was posted on the official bulletin board/glass door of City Hall, facing the rear parking lot of the building, with 24 hours a day public access, 200 West 2nd Street, Freeport Texas, November 30th, 2012 at or before 5:00 p.m.

Delia Munoz - City Secretary
City of Freeport, Texas

State of Texas

County of Brazoria

City of Freeport, Texas

BE IT REMEMBERED, that the City Council of the City of Freeport, met on Monday, November 19th, 2012 at 6:00 p.m. at the Freeport Police Department, Municipal Court Room, 430 North Brazosport Boulevard for the purpose of considering the following agenda items:

City Council: Norma M. Garcia
Michelle Kent
Fred Bolton
Sandra Loeza
Sandra Barbree

Staff: Jeff Pynes, City Manager
Gilbert Arispe, Asst. City Manager
Pat Taylor, Asst. City Attorney
Delia Munoz, City Secretary
Nat Hickey, Property Manager
Brian Davis, Fire Chief
Ty Morrow, Police Chief

Visitors: Gloria Millsap Lila Lloyd
Manny Rollerson Ruth Rollerson
Mary Ellen Thomas Jerry Meeks

Call to order.

Mayor Norma Garcia called the meeting to order at 6:00 p.m.

Invocation.

Fire Chief Brian Davis offered the invocation.

Pledge of Allegiance.

Lila Lloyd led the Pledge of Allegiance.

Consideration of approving the November 5th, 2012 Council Minutes.

On a motion by Councilwoman Barbree, seconded by Councilwoman Kent, with all present voting "aye", Council unanimously approved the November 5th, 2012 Council Minutes.

Attending citizens and their business.

Manning Rollerson addressed Council on issues from the Police Department and wants accountability.

Gloria Millsap from Senator Joan Huffman read and presented to Council a Proclamation recognizing the City of Freeport Centennial 1912-2012.

Consideration of approving a request from Cheryl Kennedy to erect a stop sign on Ave Q and Varner Street and authorizing the City Attorney to prepare the necessary ordinance.

On a motion by Councilwoman Kent, seconded by Councilwoman Loeza, with all present voting "aye", Council unanimously approved the request from Cheryl Kennedy to erect a stop sign on Avenue Q and Varner Street and authorizing the City Attorney to prepare the necessary ordinance.

Consideration of approving a request from Habitat for Humanity to waive all building permits for a new construction associated with Block 502, Lot 16, known as 7 North Ave B., Freeport Texas.

Mary Ellen Thomas, Executive Director for Habitat for Humanity of Southern Brazoria County announced that this is the eighty-sixth house built in the City of Freeport.

On a motion by Councilwoman Kent, seconded by Councilwoman Barbree, with all present voting "aye", Council unanimously approved a request from Habitat for Humanity to waive all building permits fees for a new construction associated with Block 502, Lot 16, known as 7 North Ave B., Freeport Texas.

Consideration of acquiring an appraisal on that portion of East Brazos right-of-way adjacent to the north boundary of Lots 1 thru 4, Block 16, Freeport Townsite.

On a motion by Councilwoman Kent, seconded by Councilwoman Loeza, with all present voting "aye", Council unanimously approved acquiring an appraisal on that portion of East Brazos right-of-way adjacent to the north boundary of Lots 1 thru 4, Block 16, Freeport Townsite.

Consideration of acquiring an appraisal on Block 51, Lot 22, Velasco Townsite, known as 405 South Avenue G., Tx. Id. 8110-0502-000.

On a motion by Councilman Bolton, seconded by Councilwoman Kent, with all present voting "aye", Council unanimously approved an appraisal on Block 51, Lot 22, Velasco Townsite, known as 405 South Avenue G., Tx. Id. 8110-0502-000.

Consideration of accepting the donation of Block 1, Lot 10, Section 2, Bridge Harbor Subdivision, Tx. Id 2110-0145-000.

On a motion by Councilwoman Kent, seconded by Councilman Bolton, with all present voting "aye", Council unanimously approved the donation of Block 1, Lot 10, Section 2 Bridge Harbor Subdivision, Tx. Id . 2110-0145-000.

Work Session:

Discussion regarding the City of Freeport Golf Course Path.

Councilman Bolton advised Council that he attends regular the Freeport Golf Course and the golf carts are being tore up, because some of the paths are in operable.

Mr. Pynes presented Council a drawing of the Golf Couse paths conditions that are in need of repair. He received two quotes of 44,000 and 55,000 for repairing the paths.

Adjourn

On a motion by Councilwoman Kent, seconded by Councilwoman Loeza, with all present voting "aye", Council adjourned the meeting at 6:25 p.m.

Mayor Norma M. Garcia
City of Freport, Texas

Delia Munoz, City Secretary
City of Freeport, Texas

State of Texas

County of Brazoria

City of Freeport, Texas

BE IT REMEMBERED, that the City Council of the City of Freeport met on Monday, November 26th, 2012 at 6:10 p.m. at the Freeport Police Department, Municipal Court Room, 430 North Brazosport Boulevard, for the purpose of considering the following agenda items:

City Council: Norma M. Garcia
Michelle Kent
Fred Bolton
Sandra Loeza
Sandra Barbree

Staff: Jeff Pynes, City Manager
Gilbert Arispe, Asst. City Manager
Wallace Shaw, City Attorney
Delia Munoz, City Secretary
Nat Hickey, Property Manager
Larry Fansher, Parks Director
Bob Welch, Finance Director

Visitors:	Landis Adams	Gina Adams
	Sandra Shaw	John Hightower
	Jim Pirrung	Dorothy Pirrung
	Sandra Barnett	Jim Barnett
	Jerry Meeks	Roy Yates
	Willie Garcia	Ed Garcia
	Manning Sanchez	Stanley Burke
	Daniel Carrion	Jim Saccomanno
	Shanna Daughtry	Clinton F. Wong
	Greg Flaniken	Glenda Fansher
	Jesse Aguilar	Ken Tyner
	Robert Worley	Johnny Schultz
	Edna Burridge	Toby Burridge

1. Call to order.

Mayor Norma Garcia called the meeting to order at 6:10 p.m., and opened the Executive Session.

2. Executive Session:

Section 551.071, Government Code

Consultation with City Attorney concerning pending or contemplated litigation, settlement offers or other matter in which his duty to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551, Government Code, to wit:

- Regarding pending contractual negotiations/Urban Renewal Tract

Section 551.072, Government Code

Deliberations concerning the purchase, exchange, lease or value of real property when deliberation in an open meeting might have a detrimental effect on the position of the City Council in negotiations with a third person to wit:

- Urban Renewal Property

Section 551.086, Government Code

Deliberations concerning commercial or financial information which has been received from a business prospect that the City Council seeks to have located, stay or expand in or near its territory, and with which the City Council is conducting economic development negotiations or deliberations concerning offers of a financial or other incentive to such business prospect.

- Regarding pending contractual negotiations/Urban Renewal Tract
New development proposal - Skymark Development Company, Inc.

3. Consideration of the approval of any action taken as a result of closed Executive Session.

On a motion by Councilwoman Kent, seconded by Councilwoman Loeza, with all present voting "aye", Council unanimously approved expressing general support for the proposal for development of the Velasco Townsite properties submitted by Skymark Development Company, Incorporated.

On a motion by Councilwoman Kent, seconded by Councilwoman Barbree, with all present voting "aye", Council authorizes the City Manager to negotiate the terms of a non - bind letter of intent between the City and Skymark regarding the proposed development for consideration and approval by the City Council.

On a motion by Councilwoman Kent, seconded by Councilwoman Barbree, with all present voting "aye", Council authorizes the City Manager to engage special legal counsel to assist in the negotiation of the letter of intent and in identifying and resolving any legal issues raised by the proposal.

4. Consideration of approving and awarding the bid(s) to Skymark Development Company Inc., on the development proposal related to acquiring, improving and developing the area within its corporate boundaries known as the Urban Renewal Area (see /drawing 76-12501 from Damian and Associates, Inc. # on 327.8589 acres of land) either as commercial, industrial or residential uses, or a mixture of some or all of such uses.

No action taken

5. Consideration of approving authorizing the City Manager to sign the developers- Skymark Development Company purchase contract on the Urban Renewal Area (see survey/drawing 76-12501 from Damian and Associates, Inc. # on 327.8589 acres of and) either as commercial, industrial or residential uses, or a mixture of some or all of such uses.

No action taken

Mayor Norma Garcia closed the Executive Session and Opened the Formal Session at 7:22 p.m. to motion on Item 3 on the agenda.

Adjourn

On a motion by Councilwoman Kent, seconded by Councilwoman Barbree, with all present voting “aye”, Council adjourned the meeting at 8:02 p.m.

Mayor Norma Moreno Garcia
City of Freeport, Texas

Delia Munoz – City Secretary
City of Freeport, Texas

Dr. Martin Luther King, Jr.
Brazoria County, Texas
Celebration Committee



216 Banyan Dr.
Lake Jackson, TX 77566
Contact: Mr. Will J. Brooks
Phone: (979) 202-7590 Cell
Phone: (979) 297-2801 Home

November 20, 2012
Attention: Ms. Delia Munoz
200 West 2nd Street
Freeport, TX 77541

To the City Council of Freeport:

It is my pleasure to inform you about the 27th annual Dr. Martin Luther King, Jr. Celebration Committee (MLKCC). We are a non-profit, 501(c) 3 organization. Since 1986, MLKCC – Brazoria County has sponsored events to celebrate the state and federal holiday honoring the birthday of the late Dr. Martin Luther King, Jr. and to perpetuate his memory and the legacy of his achievements for future generations. Additionally, our MLKCC seeks to honor Dr. King's admonition of service to the community by sponsoring both the MLKCC and Dennis R. Edwards Memorial scholarships to deserving Brazoria County high school graduates. This celebration also conducts various worthy community uplifting projects, and encourages its members to take roles in numerous civic, charitable, and cultural endeavors. This annual celebration is a time of unity and togetherness promoted through events including a Community Worship Service, MLKCC Commemorative Banquet, Parade & Rally, and Health Fair.

Dr. Martin Luther King, Jr. Celebration Committee request permission to close portions of the following streets during the Parade to be held on Saturday, January 19, 2013. The parade will start at 10:00 am and the set up (staging area) will start at 8:00 am on Cherry, East Park and Fourth Street. The parade route will begin at East Park Avenue and Fourth Street and continue along 2nd Street to 288-B to the Freeport Municipal Park. The celebration will continue through the Rally at the Freeport Municipal Park until 4:00 pm. In order to move forward with success, we are requesting your permission, support and participation in the 27th Annual Dr. Martin Luther King, Jr. Celebration.

Thank you in advance for your consideration and we look forward to celebrating the legacy of Dr. Martin Luther King, Jr. with you.

Sincerely,
Will J. Brooks

Will J. Brooks
Parade Chairman
On behalf of MLKCC-BC Parade & Rally Committee

ORDINANCE NO. 2012-2030

AN ORDINANCE OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE; AMENDING SECTION 71.50 OF THE CODE OF ORDINANCE OF SAID CITY, WHICH DESIGNATES FOUR-WAY STOP INTERSECTIONS, TO ADD THERETO, AS AN ADDITIONAL FOUR-WAY STOP INTERSECTION, AT WHICH VEHICULAR TRAFFIC ON DESIGNATED STREETS SHALL STOP IN THE MANNER REQUIRED BY THE TRANSPORTATION CODE, THE INTERSECTION OF VARNER STREET AND AVENUE Q; PROVIDING FOR THE ERECTION OF SIGNS GIVING NOTICE THEREOF BY OR AT THE DIRECTION OF THE CITY MANAGER OF SAID CITY; PROVIDING THAT ANY VIOLATION OF SAID CODE OF ORDINANCES, AS AMENDED BY THIS ORDINANCE, SHALL BE A MISDEMEANOR AND UPON CONVICTION PUNISHED BY A FINE NOT TO EXCEED TWO HUNDRED (\$200.00) DOLLARS AND THAT EACH AND EVERY DAY ANY SUCH VIOLATION CONTINUES AND EACH DAY OR PORTION OF EACH DAY ON WHICH ANY SUCH VIOLATION OCCURS SHALL CONSTITUTE A SEPARATE OFFENSE; CONTAINING A SAVINGS CLAUSE; CONTAINING A SEVERANCE CLAUSE; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE FROM AND AFTER ITS DESCRIPTIVE CAPTION HAS BEEN PUBLISHED TWICE IN THE BRAZOSPORT FACTS.

WHEREAS, Item (8) of Subsection (a) of Section 542.202 of the Transportation Code authorizes a municipality, as a local authority, with respect to streets and highways under their jurisdiction, to designate stop intersections; and,

WHEREAS, Subsection (b) of Section 542.203 of said Code provides that no ordinance enacted under said Section 542.202 that designates a stop intersection shall be effective until signs giving notice thereof are posted; and,

WHEREAS, Subsection (b) of Section 544.003 of said Code authorizes a municipality, as a local authority, to designate a highway or an intersection under its jurisdiction as a through highway or a stop intersection and place a stop sign at specified entrances thereto; and,

WHEREAS, Subsection (b) of Section 544.002 of said Code and Subsection . of Section 544.003 of said Code provide, respectively, that all traffic-control devices and all stop signs placed by a local authority must conform to the manual and specifications adopted by the Texas Department of Transportation under Section 544.001 of said Code; and,

WHEREAS, the City Council of the City of Freeport, Texas, has determined and does

pg. 748

here now declare that the adoption of this ordinance is necessary to the health, safety and general welfare of the inhabitants of said City and the members of the general public traveling upon the streets herein below named.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS:

First, Section 71.50 of the Code of Ordinances is hereby amended to add thereto the following intersection as a four-way stop intersection:

Warner Street and Avenue Q.

Second, appropriate signs giving notice of the regulation adopted by this ordinance shall be posted by or at the direction of the City Manager as may be most appropriate conforming to the Texas Department of Transportation manual and specifications.

Third, any person violating the Code of Ordinances of the City of Freeport, Texas, as amended by this ordinance shall be guilty of a misdemeanor and upon conviction therefor assessed a fine not to exceed Two Hundred (\$200.00) Dollars; and each and every day any such violation continues and each day or portion of each day any such violation occurs shall constitute a separate offense.

Fourth, no offense committed and no fine, forfeiture or penalty incurred prior to the effective date of this ordinance shall be affected by the adoption of this ordinance but the punishment for any offense committed and the recovery of any fines or forfeitures incurred prior to such date shall take place as if this ordinance had not been adopted.

Fifth, in the event any section or provision of this ordinance is found to be unconstitutional, void or inoperative by the final judgment of a court of competent

jurisdiction, such defective provision, if any, is hereby declared to be severable from the remaining sections and provisions of this ordinance and such remaining sections and provisions shall remain in full force and effect.

Sixth, this ordinance shall take effect and be in force from and after its descriptive caption has been published twice in the Brazosport Facts.

READ, PASSED AND ADOPTED this ____ day of _____, 2012.

Norma Moreno Garcia, Mayor,
City of Freeport, Texas

ATTEST:

Delia Muñoz, City Secretary,
City of Freeport, Texas

APPROVED AS TO FORM ONLY:

Wallace Shaw, City Attorney,
City of Freeport, Texas

C:\Freeport.Tr\StopIntr-4Ord



YAMAHA GOLF-CAR COMPANY

1000 GA Highway 34 East • Newnan, Georgia • 30265-1320

Telephone: 866-747-4027 • Fax: 770-254-4158

Revised Proposal For Freeport Municipal Golf Course

December 4, 2012

Up to fifty-five (55) 2013 Yamaha DRIVE golf cars. Our industry-first EnduraDrive transaxle is essentially maintenance free and eliminates the need for brake drums and shoes. The cars also feature automotive, ladder style, HybriCore Chassis consisting of a 100% robotically welded steel frame, protected by an 18 step paint process, with a polypropylene structural floor that is 2.5 times stronger than our previous model yet is also 20% lighter. Built for durability as well as comfort, the DRIVE features the largest and most comfortable contoured seat, the largest sweater basket, bag well and canopy top in the industry. With the largest area of entry and egress, an automotive style dash, and a fully independent Tru-Trak II front suspension the DRIVE is designed to meet all of your customer's needs and surpass their expectations.

Every Yamaha DRIVE features:

- * Coil Springs over Hydraulic Shock Absorbers
- * Hybri-Core Chassis -- Maintenance-Free
- * Clima-Guard Top with Dual Rain Gutters
- * 5 MPH Crash Rated -- Matching Bumpers
- * Maintenance-Free Rack and Pinion Steering
- * Largest, Most Comfortable Seat in the Industry
- * Largest Vinyl-Coated Sweater Basket
- * Best Occupant Space
- * Automotive Style Dash
- * Built-in Transaxle Impact Protection
- * Fully Independent Front Suspension
- * Sentry Wraparound Protection
- * Removable Floorboard Access Panel
- * Flexible, Durable Body Panels
- * Largest Bag Well / Bag Holder

The Electric Model (YDRE) features:

- * 48 Volt Electric Motor with 3.5 HP
- * Six Reliable 8-Volt Trojan Batteries
- * Yamaha-built Motor Control Unit
- * Yamaha-built Battery Charger
- * PDA-based Genius Diagnostics

The Gas Model (YDRA) features:

- * 11.4 HP 357 cc Yamaha-built engine
- * Single cylinder with splash-style positive oil lubrication
- * 6.3 Gallon Gas Tank
- * Approximately 32 MPG

You specifically requested:

- * Glacier White body color
- * Hinged Clear Windshields
- * Brushed Aluminum Hubcaps
- * Fleet Numbers ~ (2) per car
- * Sand Bottles ~ (2) per car
- * Information Holders
- * Custom "Freeport Municipal" logos
- * Trojan Hydro-Link Fill systems
- * Delivery & Setup



Municipal Conditional Sale Agreement

The Conditional Sale Agreement provides the City of Freeport the option to purchase the equipment at the end of the term for the pre-determined price. The purchase is purely at the City's option. If the City does not wish to return the equipment, it is returned to Yamaha at the end of the term.

A Conditional Sale Agreement is preferable to a lease because of the City's tax-exempt status. In a lease, Yamaha owns the equipment and is required to pay property tax, which would be an additional cost built into the lease.

36-month term for golf cars as equipped above

- 45-electric golf cars at \$74 per car per month, \$3,330 total monthly
 - Optional purchase at end of term \$1,500 per car
 - 10-gas golf cars at \$60 per car per month, \$600 total monthly
 - Optional purchase at end of term \$2,000 per car
 - TOTAL MONTHLY PAYMENT: \$3,930
- ❖ Equipment available through Buy Board for a 2% additional fee
- ❖ Delivery proposed for February, 2013

The above quotation 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 30 days. This agreement constitutes the entire agreement between the parties specified above and supersedes any previous agreements between the parties whether oral or in writing. Neither party has made any additional representations or understandings to the other party except as set forth in this agreement.

Additional Benefits

With the acceptance of a signed proposal and approval for a new 55-car fleet, Yamaha will add the following benefits to the agreement:

- waive the damages to the fleet on Schedule One totaling \$4,375.79
- provide the 2010 U-Max G23A Beverage Cart from Lease # 9104409 (current lease) at free of charge during the lease term
 - The beverage cart will become the property of Freeport Municipal Golf Course at the end of the lease term.
- include five (5) spare windshields, ten (10) spare info holders and thirty (30) spare sand bottles with the new fleet

If this proposal is acceptable under the above terms, please sign, date and return to
Matthew Jones by email or fax listed below:

Email ~ mjones3@ymmc.yamaha-motor.com

Fax # ~ (832) 201-7653

Accepted by: _____
Freeport Municipal Golf Course

Date: _____

Accepted by: Matthew Jones, PGA
Yamaha District Manager

Date: 12-4-12

Accepted by: _____
Yamaha Regional Manager

Date: _____



Yamaha's Factory Direct/Authorized Dealer Service

Yamaha Golf-Car Company's combination of factory direct service technicians and authorized dealers provides a level of service that is second to none. The fully equipped service trucks provide onsite repairs to help reduce down time. All visits are provided on an as needed basis by calling Yamaha's fleet service supervisor, Steve White, at 1-800-390-5545.

LIMITED 4-YEAR GOLF CAR LIMITED WARRANTY

Yamaha Golf-Car Company hereby warrants that any new YDRA gas or YDRE electric Yamaha golf car purchased from an authorized Yamaha golf car dealer 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 dealer 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.

GENERAL EXCLUSIONS from this warranty shall include any failures caused by:

- a. Abnormal strain, neglect, or abuse, including lack of proper maintenance, and use contrary to the Owner's/Operator's Manual instructions.
- b. Accident or collision damage.
- c. Installation of parts or accessories that are not original equipment.
- d. Fading, rust, or deterioration due to exposure or ordinary wear and tear.
- e. Modifications or alterations that affect the car's condition, operation, performance, or durability, or which makes the car serve a purpose other than use as a two-person, golf course vehicle.
- f. Damage due to improper transportation.
- g. Acts of God, i.e. lightning, hail damage, flooding, fire, etc.

WARRANTY COVERAGE:

Year 1: The first year of warranty shall cover the entire vehicle except for the Specific Exclusions below.

Year 2: The second year exclusions are the YDRA battery, body parts, seats, mats, bumper assembly, bag carrier, scorecard holder, trim, and the Specific Exclusions below.

Year 3: The third year exclusions include the second year exclusions, plus the control cables and electrical system (except electronic speed controller, battery charger, and electric motor), and the Specific Exclusions below.

Year 4: The fourth year of the warranty covers only the electric motor, speed controller, battery charger, and transaxle on the YDRE and the engine, clutch system (except drive belt), and transaxle on the YDRA.

SPECIFIC EXCLUSIONS: Specific exclusions from this warranty shall include the following:

- Electric car batteries, which are covered under a separate warranty.
- Any parts replaced due to normal wear or routine maintenance, including oil and air filter elements, 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.

THE CUSTOMER'S RESPONSIBILITY under this warranty shall be to:

1. Operate and maintain the golf car and charger as specified in the appropriate Owner's/Operator's Manual;
2. Give notice to an authorized Yamaha golf car dealer of any and all apparent defects within ten (10) days after discovery, and make the vehicle or charger available at that time for inspection and repairs by the dealer's authorized representative.

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.

YAMAHA GOLF-CAR COMPANY MAKES NO OTHER WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED. ALL IMPLIED WARRANTIES 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.

I have read and agree to the above conditions set forth in the Warranty _____
Initial

YAMAHA FOUR-YEAR LIMITED WARRANTY FOR TROJAN BRAND ELECTRIC GOLF CAR AND UTILITY VEHICLE BATTERIES WHEN CHARGED WITH A YAMAHA SUPPLIED 48-VOLT CHARGER

YAMAHA Golf-Car Company (herein referred to as "YGC") hereby warrants to the Original Retail Purchaser or Lessee of a YAMAHA The Drive golf car or PTV, Adventurer utility vehicle, or YAMAHA Concierge transportation or specialty vehicle purchased from an Authorized YGC Dealer, that the Trojan batteries charged with a YAMAHA supplied battery charger will be free from defects in materials and workmanship, and will provide "36-hole performance" as follows:

- 4-years or 21,500 amp-hours
- 4-years or 23,000 amp-hours with the addition of a factory installed Trojan Hydrolink Battery Watering System.

WARRANTY LIMITATIONS

Yamaha Golf-Car Company's and Trojan Battery Company's limit of liability shall be to replace a defective battery. Replacement shall mean furnishing a new battery or used battery with sufficient life to complete the remainder of the warranty term, at no cost to the purchaser during the limited warranty period, except for labor or transportation expenses. The following conditions apply:

- Amp-hours will be determined either through the Genius controller or through other means as necessary in the event of a controller failure or replacement.
- This warranty only applies to factory installed Trojan battery sets charged with a Yamaha supplied battery charger.
- The customer must perform (or have a contracted Yamaha Dealer perform) all periodic maintenance and discharge testing as specified in the Yamaha Service Manual Maintenance Schedule. No labor or transportation expenses are included in this limited warranty. Maintenance records must be kept.
- YGC supplied or approved replacement batteries may be of a different brand or capacity, but are warranted to provide 36-hole performance for the remainder of the original warranty term.
- "36-hole performance" is defined as 60-minutes discharge time as tested and recorded using a Lester model #17770 discharge machine at an ambient temperature of between 60 and 100 degrees F (16 and 38 degrees C). Ambient temperatures between 60 and 80 degrees F (16 and 27 degrees C) must be corrected using the formula: Adjusted Discharge Time = (Discharge Minutes) / (1-(((80-TEMP)/100) x 0.64)).
- The customer must notify the Dealer within 10 days that a vehicle has failed to make 36 holes per day. YGC reserves the right to test and recharge any battery in question.

ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL BE VOID AND EXCLUDED SUBSEQUENT TO ONE YEAR FROM THE DATE OF PURCHASE. THE REPLACEMENT OF THE BATTERY IS THE EXCLUSIVE REMEDY UNDER THIS WRITTEN WARRANTY OR ANY IMPLIED WARRANTY. YAMAHA MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, AND NO REPRESENTATIVE, EMPLOYEE, DISTRIBUTOR OR DEALER OF YAMAHA HAS THE AUTHORITY TO MAKE OR IMPLY ANY REPRESENTATION, PROMISE OR AGREEMENT WHICH IN ANY WAY VARIES THE TERMS OF THIS LIMITED WARRANTY.

LIMITED WARRANTY EXCLUSIONS

Without limiting the generality of the foregoing in any way, and as part of its limited warranty exclusion, YAMAHA does not warrant that its battery is suitable for use in any application other than in a golf car or utility vehicle. As in the use of any battery, a prudent owner will read and study the charger owner's manual, the vehicle owner's manual, the operator's instructions, and the battery warning labels; and will exercise due care in working on or around batteries.

THE PROVISIONS OF THIS LIMITED WARRANTY SHALL NOT APPLY IF BATTERIES ARE SUBJECTED TO ANY OF THE FOLLOWING CONDITIONS:

- Abuse or neglect such as improper fluid levels, loose wiring, rusted or corroded hardware.



- Lack of proper maintenance as outlined in the electric vehicle Owner's/Operator's Manual. For example, lack of regular battery watering or adding water to the battery before charging.
- Damage caused by improper installation of the battery.
- Neglect, breakage, freezing, fire, explosion, wreckage, the addition of any chemical, or the operation of the battery in an uncharged condition (below half-charge – 1.200 specific gravity).
- Battery charged by systems other than the original equipment type battery charger.
- On fleet golf cars, the use of any non-YAMAHA supplied electrical devices that consume more than one amp-hour per round or two amp-hours per day of battery energy. Examples of these devices include, but are not limited to: heating or cooling systems; GPS (global position system) devices; information gathering devices; lights; radios or stereos; or yardage measuring devices.
- Less than one charger per car or inadequate facility electrical power to power all chargers. Examples include more than one charger on a single circuit, circuit rating of less than 15 amps, or not enough circuits for the number of cars.
- In fleet applications, less than one battery charger per vehicle. For example, using only 10 battery chargers to charge a 15 car fleet.
- The use of any system that does not allow the battery chargers to shut off automatically. For example, timer systems that are designed to switch battery charger AC power on and off during peak demand hours.
- Damage not resulting from a defect in materials or workmanship or which occurs due to abuse or neglect (including failure to provide reasonable and necessary maintenance), accident, alteration or acts of God is excluded from this limited warranty.

THIS BATTERY IS INTENDED TO BE USED BY PERSONS WITH TRAINING AND EXPERIENCE WITH BATTERIES AND ONLY IN YAMAHA ELECTRIC VEHICLES. ANY OTHER USE RENDERS THE LIMITED WARRANTIES EXPRESSED HEREIN AND ALL IMPLIED WARRANTIES NULL AND VOID AND SAME ARE HEREBY EXCLUDED. ALSO EXCLUDED FROM THIS LIMITED WARRANTY ARE ANY AND ALL INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OR REVENUE, LOSS OF TIME, INCONVENIENCE OR ANY OTHER ECONOMIC LOSS.

I have read and agree to the above conditions set forth in the Warranty _____
Initial





1000 GA Highway 34 East • Newnan, Georgia • 30265-1320

Telephone: 866-747-4027 • Fax: 770-254-4158

To Whom It May Concern:

Please allow this letter to confirm the membership of Yamaha Golf-Car Company in the Buy Board Municipal Purchasing Cooperative.

Please direct any questions to Buy Board or to:

Matthew Jones, PGA
District Sales Manager - South Texas
Yamaha Golf-Car Company
832-795-9036
mjones3@ymmc.yamaha-motor.com

Thank you very much



Pg. 756

