

CITY OF TEXAS CITY  
REGULAR CALLED CITY COMMISSION MEETING

AGENDA

WEDNESDAY, DECEMBER 6, 2023 - 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

Fabian Aguilera	Sanitation	12/03/2013	10 years
Daniel Swaney	Fire	12/02/2013	10 years
Greg Garrett	Fire	12/08/2008	15 years
Christopher Ham	Police	12/01/2008	15 years
Melvin Thompson	Municipal Court	12/28/1998	25 years

(b) Awarding Texas City Scavenger Hunt Winners.

(5) REPORTS

(a)

(6) PUBLIC COMMENTS

(7) CONSENT AGENDA

- (a) Approve City Commission Minutes for the November 15, 2023 meeting. (City Secretary)
  - (b) Consider and take action on Resolution No. 2023-135, Consent to Annexation into Galveston County Municipal Utility District No. 79. (City Engineer)
  - (c) Consider and take action on Resolution No.2023-136, approving and awarding the purchase of a John Deere 2550 Triplex Greens Mower for the Bayou Golf Course from Deere & Company through Buyboard (Contract No. 706-23) - local government purchasing cooperative. (Recreation and Tourism)
  - (d) Consider and take action on Resolution No. 2023-137, appointing an interim Finance Director. (Mayor's Office)
- (8) REGULAR ITEMS
- (a) Consider and take action on the second reading of Ordinance 2023-43, amending the Texas City Code of Ordinances entitled "General Regulations," Chapter 90: "Streets Sidewalks and Other Public Places" to adopt and become effective upon its final reading. (City Engineer)
- (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 1, 2023, 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:** 12/06/2023

December 2023 Service Awards

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

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

**Department:** Human Resources

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**Information**

**ACTION REQUEST**

Service Awards

Fabian Aguilera	Sanitation	12/03/2013	10 years
Daniel Swaney	Fire	12/02/2013	10 years
Greg Garrett	Fire	12/08/2008	15 years
Christopher Ham	Police	12/01/2008	15 years
Melvin Thompson	Municipal Court	12/28/1998	25 years

**BACKGROUND (Brief Summary)**

Service Award(s) for the following individual(s) for the month of December is based on their years of service with the City.

**RECOMMENDATION**

Human Resources recommend approval of the December service awards.

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**Fiscal Impact**

**CITY COMMISSION REGULAR MTG**

**(4) (b)**

**Meeting Date:** 12/06/2023

Awarding Texas City Scavenger Hunt Winners

**Submitted For:** Derek Miller, Management Services

**Submitted By:** Derek Miller, Management Services

**Department:** Management Services

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**Information**

**ACTION REQUEST**

Present 1st, 2nd and 3rd Place Prizes to winners of the Texas City Scavenger Hunt.

**BACKGROUND (Brief Summary)**

The first City Wide Scavenger Hunt started on September 1, 2023, and ended on November 30th of this year. The Scavenger Hunt was open to anyone that wanted to participate in the program. Participants picked up just over 240 packets and spent the duration of the two months trying to complete all 26 challenges. 1st place received will receive a \$500 Visa gift card. 2nd place will receive a \$300 Visa Gift Card, and 3rd place will receive a \$200 Visa gift card. 20 individuals submitted a completed Scavenger Hunt packet.

The program was designed to get the community involved in events, and meetings, and get to know their city officials. After visiting with multiple small businesses and seeing the attendance at the Commission meetings over the last three months and the attendance at the recent Community Conversation meeting, I feel the Scavenger Hunt was a HUGE success.

**RECOMMENDATION**

Present prizes to the individuals who won first, second, and third place for the Second Annual Scavenger Hunt.

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**Fiscal Impact**

**CITY COMMISSION REGULAR MTG**

**(5) (a)**

**Meeting Date:** 12/06/2023

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

**Department:** City Secretary

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**Information**

**ACTION REQUEST**

Utilities Customer Service (Water Billing)

**BACKGROUND (Brief Summary)**

**RECOMMENDATION**

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**Fiscal Impact**

**Attachments**

Staff Report

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The background is a light blue gradient with several realistic water droplets of various sizes scattered across it. The droplets have highlights and shadows, giving them a three-dimensional appearance.

# **WATER BILLING/CUSTOMER SERVICE DEPARTMENT**

**SUPERVISOR IRENE FATTIG**

**BILLING CLERK II ANDREA RIVERA**

**BILLING CLERK I TERESA GAGNE**

**CUSTOMER SERVICE REPRESENTATIVE CRISSIE COLUMBUS**

**CS FIELD TECHNICIAN XAVIER WELLS**

**CS FIELD TECHNICIAN AMY ROBERTS**

# BEACON (SMART METER) REPLACEMENT PROJECT

- 2016-BEGAN SEEKING OUT A BETTER SOLUTION TO REPLACE MANUAL METER READING.
- 2017-MET WITH SEVERAL COMPANIES TO COMPARE THREE TECHNOLOGIES.
  - CELLULAR
  - SATELLITE
  - RADIO FREQUENCY
- 2018-DECIDED ON A BADGER PRODUCT. BEACON® ADVANCED METERING ANALYTICS (AMA) CELLULAR SYSTEM.
  - 4/2019-BEGAN METER CHANGE OUTS.
  - 2020-CONTINUED CHANGING METERS.
  - 12/2021-ALMOST COMPLETE.
  - 12/2022-UNDER 100 METERS TO CHANGE. BADGER MANUFACTURING IS HAVING ISSUES SHIPPING OUT 2" METERS.

GO COMPLETED

# BEACON (SMART METER) REPLACEMENT PROJECT

- 12/2020 APPROX. 11,800 METERS IN THE GROUND.
- 12/2021 APPROX. 16,200 METERS IN THE GROUND.
- 12/2022 APPROX. 17,800 METERS IN THE GROUND.
- **12/2023 APPROX. 19,000 METERS IN THE GROUND.**
- **2024--STILL GROWING...**

# CHANGES IN CELLULAR TECHNOLOGY

- IN NOVEMBER 2022, BADGER MOVED FROM 3G/4G TO 5G.
- APPROXIMATELY 300 METERS WERE AFFECTED INITIALLY.
  - BADGER REPLACED THESE ENDPOINTS WITH NO COST TO THE CITY.
- WE CURRENTLY HAVE ABOUT 250 ENDPOINTS OFFLINE.
  - BADGER IS CHANGING THESE OUT THIS WEEK AND NEXT.
- WE EXPECT MORE CHANGES IN THE FUTURE THAT WOULD MOST LIKELY AFFECT OUR SYSTEM.
- THERE ARE COORDINATED EFFORTS BETWEEN THE BILLING AND UTILITIES DEPARTMENTS, AND BADGER AND ACCURATE METER SUPPLY TO MAKE THESE TRANSITIONS AS SMOOTH AS POSSIBLE.

# GROWTH IN TEXAS CITY

## ■ NEW/UPCOMING CONSTRUCTION BY SUBDIVISION

SUBDIVISION	LOCATION	STATUS
LAGO MAR	WEST TEXAS CITY/I-45	IN DEVELOPMENT
COBBLESTONE	WEST TEXAS CITY/FM 2004	IN DEVELOPMENT
CENTRAL PARK	WEST TEXAS CITY/FM 2004	IN DEVELOPMENT
CENTRAL PARK SOUTH	WEST TEXAS CITY/FM 2004	IN DEVELOPMENT
VIDA COSTERA	WEST TEXAS CITY/HWY 3 BETWEEN EF LOWRY AND AMBURN RD	IN DEVELOPMENT
BROOKWATER	WEST TEXAS CITY/FM 2004 BEHIND MAINLAND CITY CENTRE	COMING SOON
LAKESIDE BAYOU	OFF 646 NEAR LEAGUE CITY	COMING SOON
SUNRISE COVE	EAST TEXAS CITY/23RD ST N @ 34TH AVE N	COMING SOON
STEED LANDING	OLD ST. JOHN'S CHURCH PROPERTY	COMING SOON

# GROWTH IN TEXAS CITY

- WITH ONGOING GROWTH COMES GROWING PAINS IN OUR DIFFERENT DEPARTMENTS.
- NEW PROCEDURES IMPLEMENTED IN COORDINATION WITH THE ENGINEERING, INSPECTIONS, UTILITIES, AND CUSTOMER SERVICE DEPARTMENTS.
  - PERMITTING
  - INSPECTIONS
  - WATER BILLING ACCOUNTS
- MONTHLY MEETINGS WITH RESPECTIVE DEPARTMENTS.



# Texas City



EST. 1911

**CITY COMMISSION REGULAR MTG**

**(7) (a)**

**Meeting Date:** 12/06/2023

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

**Department:** City Secretary

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**Information**

**ACTION REQUEST**

Approve City Commission Minutes for the November 15, 2023 meeting. (City Secretary)

**BACKGROUND (Brief Summary)**

**RECOMMENDATION**

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**Fiscal Impact**

**Attachments**

Minutes

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REGULAR CALLED CITY COMMISSION MEETING

MINUTES

WEDNESDAY, NOVEMBER 15, 2023 – 5:00 P.M.  
KENNETH T. NUNN COUNCIL ROOM – CITY HALL

A Regular Called Meeting of the City Commission was held on Wednesday, NOVEMBER 15, 2023, 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 5:05 p.m. by Mayor Dedrick D. Johnson.

1. ROLL CALL

Present: Dedrick D. Johnson, Mayor  
Thelma Bowie, Commissioner At-Large, Mayor Pro Tem  
Abel Garza, Jr. , Commissioner At-Large  
DeAndre' Knoxson, Commissioner District 1  
Felix Herrera, Commissioner District 2  
Jami Clark, Commissioner District 4

Absent: Dorthea Jones Pointer, Commissioner District 3

2. INVOCATION

Led by Pastor Matthew Walker of Restoration City Church.

3. PLEDGE OF ALLEGIANCE

Led by Commissioner District 2 Felix Herrera.

4. PROCLAMATIONS AND PRESENTATIONS

a. Service Awards

Justin Herter	Legal	11/07/2013	10 years
Glenn Park	Public Works	11/17/2008	15 years
Edward Cafarella	Public Works	11/10/2008	15 years
Jerald Ford	Sanitation	11/17/2003	20 years

b. Proclaiming November 6, 2023 - November 10, 2023, as Municipal Court Week.

5. REPORTS

a. Emergency Management Report (Emergency Management)

Joe Tumbleson, Emergency Manager and Homeland Security Director, gave a PowerPoint presentation.

6. PUBLIC COMMENTS

There were none.

7. CONSENT AGENDA

Commissioner District 2 Felix Herera made a motion to approve Consent Agenda items a, b, c, d, e, f, g, h, i, and j. The motion was seconded by Commissioner District 1 DeAndre Knoxson.

- a. Approve City Commission Minutes for the November 1, 2023 meeting. (City Secretary)

**Vote: 6 - 0 CARRIED**

- b. Consider and take action on Resolution No. 2023-126, authorizing the purchase of six (6) vehicles, for multiple departments, from Chastang Ford in Houston, Texas via the BuyBoard Purchasing Cooperative. (Public Works)

**Vote: 6 - 0 CARRIED**

- c. Consider and take action on Resolution No. 2023-127, authorizing the casting of one hundred ninety-three (193) for Matt Doyle and two (2) votes for Donald Gartman by the City of Texas City, to serve on the Galveston Central Appraisal District (GCAD) Board of Directors, for the 2024-2025 term. (City Secretary's Office)

**Vote: 6 - 0 CARRIED**

- d. Consider and take action on Resolution No. 2023-128, approving an engagement of ABHR (a law firm) for review, representation, and legal counsel regarding the formulation of a TIRZ (Tax Increment Reinvestment Zone) for the Minto Communities Texas, LLC project. (City Engineer)

**Vote: 6 - 0 CARRIED**

- e. Consider and take action on Resolution No. 2023-129, approving the executing of an Engineering Agreement with ARKK Engineer, LLC., from Houston, Texas, for the Water Line Replacement Project - Phase 21. (Public Works)

**Vote: 6 - 0 CARRIED**

- f. Consider and take action on Resolution No. 2023-130, approving the execution of an Engineering Service Agreement with ARKK Engineers, LLC., from Houston Texas, for the Sanitary Sewer Rehabilitation Project - Phase 23. (Public Works)

**Vote: 6 - 0 CARRIED**

- g. Consider and take action on Resolution No. 2023-131, approving the execution of an Engineering Agreement with ARKK Engineers, LLC., from Houston, Texas, for the Lift Stations 7 and 15 Rehabilitation Project. (Public Works)

**Vote: 6 - 0 CARRIED**

- h. Consider and take action on Resolution No. 2023-132, authorizing the first payment to Gulf Coast Water Authority for the City's portion of the Shannon pump station rehabilitation. (Public Works)

**Vote: 6 - 0 CARRIED**

- i. Consider and take action on Resolution No. 2023-133, authorizing the disbursement and awarding a Commissioners Community Grant to the Front Door Social and Charity Club (FDSCC) on behalf of Mayor Pro Tem Bowie. (Mayor's Office - Grants Administration)

**Vote: 6 - 0 CARRIED**

- j. Consider and take action on Resolution No. 2023-134, renewing an agreement between the City of Texas City and the Texas City-La Marque Chamber of Commerce. (Economic Development)

**Vote: 6 - 0 CARRIED**

8. REGULAR ITEMS

- a. Consider and take action on the third and final reading of Ordinance No. 2023-39, amending the Texas City Code of Ordinances Title XV Entitled "Land Usage," Chapter 150: Building Regulations; Construction" to adopt the most current International Building Codes. (Legal/Building Official)

Motion by Commissioner At-Large, Mayor Pro Tem Thelma Bowie, Seconded by Commissioner District 4 Jami Clark

**Vote: 6 - 0 CARRIED**

- b. Consider and take action on the third and final reading of Ordinance No. 2023-40, amending the Texas City Code of Ordinances Title XV Entitled "Land Usage," Chapter 152: Gas," to adopt the most current International Building Codes. (Legal/Building Official)

Motion by Commissioner At-Large, Mayor Pro Tem Thelma Bowie, Seconded by Commissioner District 4 Jami Clark

**Vote: 6 - 0 CARRIED**

- c. Consider and take action on the third and final reading of Ordinance No. 2023-41, amending the Texas City Code of Ordinances Title XV Entitled "Land Usage," Chapter 153: Mechanical Regulations," to adopt the most current International Building Codes. (Legal/Building Official)

Motion by Commissioner At-Large, Mayor Pro Tem Thelma Bowie, Seconded by Commissioner District 4 Jami Clark

**Vote: 6 - 0 CARRIED**

- d. Consider and take action on the third and final reading of Ordinance No. 2023-42, amending the Texas City Code of Ordinances Title XV Entitled "Land Usage," Chapter 154: Plumbing," to adopt the most current International Building Codes. (Legal/Building Official)

Motion by Commissioner At-Large, Mayor Pro Tem Thelma Bowie, Seconded by Commissioner District 4 Jami Clark

**Vote: 6 - 0 CARRIED**

- e. Consider and take action on the first reading of Ordinance No. 2023-43, amending the Texas City Code of Ordinances entitled "General Regulations", Chapter 90: "Streets Sidewalks and Other Public Places" to adopt and become effective upon its final reading. (City Engineer)

Kim Golden, City Engineer, stated that this change is recommended to conform with existing city policies regarding the construction and maintenance of city streets by Public Works and the operation of fire engines and aerial apparatus on solid surfaced roadways defined as asphalt or concrete surface pavement.

Motion by Commissioner District 4 Jami Clark, Seconded by Commissioner District 2 Felix Herrera

**Vote: 6 - 0 CARRIED**

- f. Consider and take action on Ordinance No. 2023-44, amending the fiscal year 2023/2024 budget to include outstanding encumbrances from the 2022/2023 fiscal year. (Finance)

Laura Boyd, Finance Director, stated that purchase orders for purchases or projects outstanding at the end of the 2022-2023 fiscal year are to be canceled and rolled into the current fiscal year 2023-2024. Since encumbrances impact budgets, the current fiscal year's budget must be increased to reflect outstanding encumbrances from the 2022-2023 fiscal year.

Motion by Commissioner District 1 DeAndre' Knoxson, Seconded by Commissioner District 2 Felix Herrera

**Vote: 6 - 0 CARRIED**

- g. Consider and take action on Ordinance No. 2023-45 to permanently rezone for Linda Duncan/Moses Lake Marina Boat and RV Storage from District "O" (Open Space) to District "E-4" (Commercial Warehouse). (City Engineer)

Kim Golden, City Engineer, stated that the City Commission advertised and held a public hearing to receive comments in support and opposition to the subject rezoning at its regular meeting on November 15, 2015, and then gave preliminary zoning approval. The Texas City Code of Ordinances provides for preliminary zoning approval to be made final by ordinance upon the application for a building permit within 12 months from the preliminary zoning approval. The applicant received a building permit for board and RV storage construction at

3902 SH 146 on December 8, 2015. Therefore, the requirements to finalize the zoning change have been met.

Motion by Commissioner District 4 Jami Clark, Seconded by Commissioner District 2 Felix Herrera

**Vote: 6 - 0 CARRIED**

- h. Consider and take action on Ordinance No. 2023-46, amending the 2023-2024 Fiscal Year Budget to account for repairs to the Dike Road bridge. (Finance)

Laura Boyd, Finance Director, stated that the Dike Road bridge is in dire need of repair. The original plan for the Texas Department of Transportation to replace this bridge has been put on hold until 2027. The estimated cost is \$250,000 and requires a budget amendment from the Dike Fund Unassigned Fund Balance.

Motion by Commissioner District 2 Felix Herrera, Seconded by Commissioner District 1 DeAndre' Knoxson

**Vote: 6 - 0 CARRIED**

9. ADJOURNMENT

Having no further business, Commissioner District 4 Jami Clark made a MOTION to ADJOURN at 5:45 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:** 12/06/2023

Request to Consent to Annexation into Galveston County Municipal Utility District No. 79 - Resolution 23-135

**Submitted For:** Kim Golden, Transportation and Planning

**Submitted By:** Veronica Carreon, Transportation and Planning

**Department:** Transportation and Planning

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**Information**

**ACTION REQUEST**

Consent to Annexation into Galveston County Municipal Utility District No. 79

**BACKGROUND (Brief Summary)**

Galveston County Municipal District No. 79 (MUD 79) and SSLT, LLC have jointly petitioned the City of Texas City, TX for consent to the annexation into MUD 79 of 17.968 acres described in Exhibit A attached to the Petition and comprising the first section of the Marlow Lake North Subdivision and referred to as Section 5 of the Marlow Lake Subdivision.

**RECOMMENDATION**

Staff recommends approval of the Consent to Annexation into Galveston County Municipal Utility District No. 79

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**Fiscal Impact**

**Attachments**

GC79 Petition for Consent re Marlow North

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PETITION FOR CONSENT TO ANNEX LAND INTO  
GALVESTON COUNTY MUNICIPAL UTILITY DISTRICT NO. 79

THE STATE OF TEXAS                   §  
  §  
COUNTY OF GALVESTON           §

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF TEXAS CITY,  
TEXAS:

The undersigned, GALVESTON COUNTY MUNICIPAL UTILITY DISTRICT NO. 79 (the “District”), and SSLT, LLC, a Texas limited liability company (the “Petitioner”), acting pursuant to the provisions of Chapter 49, Texas Water Code, particularly Section 49.301 of that Code, together with all amendments and additions thereto, respectfully petition the City Council of the City of Texas City, Texas (the “City”), for its written consent to the annexation by the District of the 17.968-acre tract of land described by metes and bounds in **Exhibit A** (the “Land”), which is attached hereto and incorporated herein for all purposes. In support of this petition, the undersigned would show the following:

I.

The District is a municipal utility district duly created under the laws of the State of Texas on August 17, 2020. The District was created and organized under the terms and provisions of Article XVI, Section 59, of the Constitution of Texas, and is governed by the provisions of Chapters 49 and 54, Texas Water Code.

II.

The Petitioner holds fee simple title to the Land, as indicated by the certificate of ownership provided by the Galveston Central Appraisal District.

III.

The Petitioner represents that there are no lienholders on the Land.

IV.

The Land is situated wholly within Galveston County, Texas. No part of the Land is within the limits of any incorporated city, town or village, except the City and no part of the Land is within the extraterritorial jurisdiction (as such term is defined in Local Government Code Section 42.001 et seq., as amended) of any city, town or village. All of the Land may properly be annexed into the District.

V.

The general nature of the work to be done within the Land is the construction, acquisition, maintenance and operation of a waterworks and sanitary sewer system, and a drainage and storm sewer system, road facilities, and parks and recreational facilities.

VI.

There is, for the following reasons, a necessity for the above-described work. The Land, which will be developed for commercial and/or residential purposes, is urban in nature, is within the growing environs of the City, is in close proximity to populous and developed sections of Galveston County, and within the immediate future will experience a substantial and sustained residential and commercial growth. There is not now available within the Land an adequate waterworks and sanitary sewer system nor an adequate drainage system, nor road facilities, nor parks or recreational facilities, and it is not presently economically feasible for the Land to provide for such systems and facilities itself. Because the health and welfare of the present and future inhabitants of the Land and of lands adjacent thereto require the construction, acquisition, maintenance and operation of an adequate waterworks and sanitary sewer system and a drainage and storm sewer system, road facilities, and parks and recreational facilities, a public necessity exists for the annexation of the Land into the District, to provide for the purchase, construction, extension, improvement, maintenance and operation of such waterworks and sanitary sewer system and such drainage and storm sewer system, such road facilities, and such parks and recreational facilities, so as to promote the purity and sanitary condition of the State's waters and the public health and welfare of the community.

VII.

The Petitioner and the District agree and hereby covenant that if the requested consent to the annexation of the Land to the District is given, the Petitioner and the District will adopt and abide by the conditions set forth in **Exhibit B**, attached hereto and incorporated herein for all purposes.

WHEREFORE, the undersigned respectfully pray that this petition be heard and granted in all respects and that the City give its written consent to the annexation of the Land into the District.

[EXECUTION PAGES FOLLOW]

RESPECTFULLY SUBMITTED on October 25, 2023.

GALVESTON COUNTY MUNICIPAL  
UTILITY DISTRICT NO. 79

By: [Signature]  
Name: Mike Arterburn  
Title: President

ATTEST:

(SEAL)



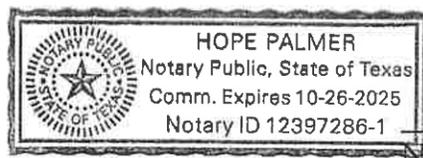
By: [Signature]  
Name: Cosme Reyes  
Title: Secretary

THE STATE OF TEXAS

COUNTY OF ~~GALVESTON~~

HP §  
Harris §

This instrument was acknowledged before me on October 25, 2023,  
by Mike Arterburn, as President, and  
Cosme Reyes, as Secretary, of the Board  
of Directors of GALVESTON COUNTY MUNICIPAL UTILITY DISTRICT NO. 79, a  
political subdivision of the State of Texas, on behalf of said political subdivision.



[Signature]  
Notary Public, State of Texas

(NOTARY SEAL)

SSLT, LLC,  
a Texas limited liability company

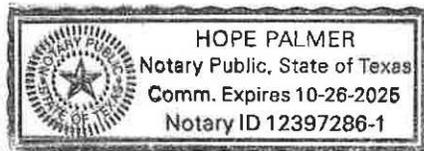
By: Lone Trail Village Development LLC, a  
Texas limited liability company,  
its Manager

By: Binnacle Development, LLC,  
a Texas limited liability company,  
its Managing Member

By:   
Jerry W. LeBlanc  
Managing Member

THE STATE OF TEXAS                   §  
   §  
COUNTY OF Harris                   §

This instrument was acknowledged before me on October 25,  
2023, by Jerry W. LeBlanc, Managing Member of Binnacle Development, LLC, a Texas  
limited liability company, Managing Member of Lone Trail Village Development LLC, a  
Texas limited liability company, Manager of SSLT, LLC, a Texas limited liability  
company, on behalf of said limited liability companies.



(NOTARY SEAL)

  
Notary Public, State of Texas

**Attachments:**  
**Exhibit A:** Description of the Land  
**Exhibit B:** Conditions of the City

EXHIBIT A



8017 Harborside Drive, Galveston, TX 77554  
P.O. Box 16142, Galveston, TX 77552 (Mailing)  
(409)740-1517  
[www.HighTideSurveying.com](http://www.HighTideSurveying.com)

BEING A 17.968 ACRE TRACT OF LAND SITUATED IN THE W.K. WILSON SURVEY, ABSTRACT No. 208, IN GALVESTON COUNTY, TEXAS, SAID TRACT ALSO BEING PART OF THAT CERTAIN 71.660 ACRE TRACT CONVEYED TO SSLT, LLC., ACCORDING TO DEED RECORDED UNDER FILE No. 2019049455, IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at the most Westerly corner of Marlow Lake, Section 4, a subdivision in Galveston County, Texas, according to the Map or Plat thereof recorded under Instrument No. 2023032940 in the Office of the County Clerk of Galveston County, Texas, said point also lying in the Northeasterly line of a 100 foot right-of-way granted to Galveston-Houston Electric Railway Company in deed recorded in Volume 241, Page 76 in the Office of the County Clerk of Galveston County, Texas;

THENCE North 42°30'05" West along the Northeasterly line of said 100 foot right-of-way, a distance of 894.73 feet to a point for corner;

THENCE North 47°26'38" East over and across said 71.660 acre tract, a distance of 177.58 feet to a point for corner;

THENCE along a curve to the left, said curve having a radius of 150.00 feet, a chord bearing of North 46°03'56" West, a chord length of 58.94 feet, and an arc length of 59.33 feet to a point of reverse curvature;

THENCE along a curve to the right, said curve having a radius of 330.00 feet, a chord bearings of North 56°20'05" West, a chord length of 12.22 feet, and an arc length of 12.22 feet to a point for corner;

THENCE North 34°43'35" East, a distance of 60.00 feet to a point for corner;

THENCE along a curve to the left, said curve having a radius of 270.00 feet, a chord bearing of South 58°55'58" East, a chord length of 34.46 feet, and an arc length of 34.49 feet to a point for corner;

THENCE North 27°24'29" East, a distance of 120.00 feet to a point for corner;

THENCE North 53°43'09" West, a distance of 46.89 feet to a point for corner;

THENCE North 42°33'22" West, a distance of 299.64 feet to a point for corner;

THENCE North 30°13'20" West, a distance of 93.08 feet to a point for corner;

THENCE North 04°17'55" East, a distance of 87.81 feet to a point for corner;



8017 Harborside Drive, Galveston, TX 77554  
P.O. Box 16142, Galveston, TX 77552 (Mailing)  
(409)740-1517  
[www.HighTideSurveying.com](http://www.HighTideSurveying.com)

THENCE North 23°31'57" East, a distance of 97.72 feet to a point for corner;

THENCE North 51°28'36" East, a distance of 49.38 feet to a point for corner;

THENCE South 81°53'15" East, a distance of 206.39 feet to a point for corner, said point marking the beginning of a curve to the left, said curve having a radius of 1,455.00 feet, a chord bearing of South 07°16'43" East, and a chord length of 87.41 feet;

THENCE along said curve to the left, a distance of 87.43 feet to a point for corner;

THENCE North 81°00'00" East, a distance of 60.00 feet to a point for corner, said point marking the beginning of a curve to the left, said curve having a radius of 1,395.00 feet, a chord bearing of South 09°39'08" East, and a chord length of 31.75 feet;

THENCE along a curve to the left, a distance of 31.75 feet to a point for corner;

THENCE North 79°54'08" East, a distance of 160.00 feet to a point for corner, said point marking the beginning of a curve to the left, said curve having a radius of 1,235.00 feet, a chord bearing of South 17°55'45" East, and a chord length of 327.73 feet;

THENCE along said curve to the left, a distance of 328.70 feet to a point of tangency;

THENCE South 25°33'14" East, a distance of 414.70 feet to a point for curvature to the left, said curve having a radius of 610.00 feet, a chord bearing of South 36°48'00" East, and a chord distance of 237.93 feet;

THENCE along said curve to the left, a distance of 239.47 feet to a point of tangency;

THENCE South 48°02'47" East, a distance of 199.74 feet to a point for corner;

THENCE South 60°17'30" East, a distance of 162.51 feet to a point for corner, said point lying in the Northwesterly line of said Marlow Lake Section 4;

THENCE South 88°02'38" West along the Northwesterly line of said Marlow Lake Section 4, a distance of 79.42 feet to a point for corner;

THENCE South 38°58'33" West, a distance of 90.07 feet to a point for corner;

THENCE South 41°57'13" West, a distance of 109.44 feet to a point for corner;

THENCE North 48°02'47" West, a distance of 40.78 feet to a point for corner;



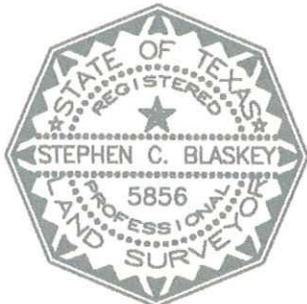
8017 Harborside Drive, Galveston, TX 77554  
P.O. Box 16142, Galveston, TX 77552 (Mailing)  
(409)740-1517  
[www.HighTideSurveying.com](http://www.HighTideSurveying.com)

THENCE South 64°08'35" West, a distance of 149.57 feet to a point for corner;

THENCE South 61°15'56" West, a distance 48.76 feet to a point for corner;

THENCE South 56°55'41" West, a distance of 111.52 feet to a point for corner;

THENCE South 47°29'55" West, a distance of 38.82 feet to the POINT OF BEGINNING of the herein described tract, and containing 17.968 acres (782,676 square feet) of land, more or less.



March 3, 2023

A handwritten signature in blue ink that reads "Stephen C. Blaskey".

Stephen C. Blaskey  
Registered Professional  
Land Surveyor No. 5856

(Bearings and Distances based on the Texas State Coordinate System of 1983, South Central Zone, and are referenced to N.G.S. Monument HGCSO 60 (AW5578). All units are expressed in U.S. Survey Feet)

## Exhibit B

(a) Bonds will be issued by the District only for the purpose of purchasing and constructing, or purchasing or constructing under contract with The City of Texas City, Texas, or otherwise acquiring waterworks systems, sanitary sewer systems, storm sewer systems, drainage facilities, fire-fighting facilities, parks and recreational facilities, and street, road and bridge facilities or parts of such systems or facilities, and to make any and all necessary purchases, construction, improvements, extensions, additions, and repairs thereto, and to purchase or acquire all necessary land, right-of-way easements, sites, equipment, buildings, plants, structures, and facilities therefor, and to operate and maintain same, and to sell water, sanitary sewer, and other services within or without the boundaries of the District. Such bonds will expressly provide that the District reserves the right to redeem the bonds on any interest-payment date subsequent to the fifteenth (15th) anniversary of the date of issuance without premium and will be sold only after the taking of public bids therefor, and none of such bonds, other than refunding bonds, will be sold for less than 95% of par; provided that the net effective interest rate on bonds so sold, taking into account any discount or premium as well as the interest rate borne by such bonds, will not exceed two percent (2%) above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one-month period next preceding the date notice of the sale of such bonds is given, and that bids for the bonds will be received not more than forty-five (45) days after notice of sale of the bonds is given. The resolution authorizing the issuance of the District's bonds will contain a provision that any pledge of the revenues from the operation of the District's water and sewer and/or drainage system to the payment of the District's bonds will terminate when and if the City of Texas City, Texas, dissolves the District, takes over the assets of the District and assumes all of the obligations of the District. No land will be added or annexed to the District until The City of Texas City, Texas, has given its written consent by resolution of the City Commission to such addition or annexation.

(b) Any refunding bonds of the District must provide for a minimum of three percent present value savings and no maturity of the refunding bonds may extend beyond the latest maturity of the refunded bonds, unless approved by the City in writing prior to the sale thereof.

(c) Before the commencement of any construction within the District, the District, its directors, officers, or the developers and landowners will submit to the Director of Public Works and the City Engineer of The City of Texas City, Texas, or to his/her designated representative, all plans and specifications for the construction of water, sanitary sewer, and drainage facilities and street, road and bridge facilities to serve the District and obtain the approval of such plans and specifications. All water wells, water meters, flushing valves, valves, pipes, and appurtenances thereto, installed or used within the District, will conform exactly to the specifications of The City of Texas City, Texas. All water service lines and sewer service lines, lift stations, sewage treatment facilities, and appurtenances thereto, installed or used within the District will

comply with The City of Texas City, Texas' standard plans and specifications. Prior to the construction of such facilities within the District, the District or its engineer will give written notice by registered or certified mail to the Director of Public Works and the City Engineer, stating the date that such construction will be commenced. The construction of the District's water, sanitary sewer, and drainage facilities and street, road, and bridge facilities will be in accordance with the approved plans and specifications, and with applicable standards and specifications of The City of Texas City, Texas; and during the progress of the construction and installation of such facilities, the District Engineer of record shall periodically monitor and observe the construction of facilities and submit to the City a certification that all facilities have been installed to City and State plans and specifications. Additionally, the District shall provide funds to pay the City's cost of contracting with an inspector to provide full time monitoring and inspection of the construction of facilities. The Director of Public Works and the City Engineer of the City of Texas City, Texas, or his/her designated representative, may make periodic on-the-ground inspections.

CERTIFICATE

THE STATE OF TEXAS                   §  
   §  
COUNTY OF GALVESTON               §

I, the undersigned Secretary of the Board of Directors of GALVESTON COUNTY MUNICIPAL UTILITY DISTRICT NO. 79, do hereby certify that the attached and foregoing is a true and correct copy of the Petition for Consent to Annex Land into Galveston County Municipal Utility District No. 79 that was filed with the Board of Directors of the District on October 25, 2023.

WITNESS MY HAND AND SEAL OF SAID DISTRICT on October 25, 2023.

GALVESTON COUNTY MUNICIPAL  
UTILITY DISTRICT NO. 79



By: [Signature]  
Secretary, Board of Directors

**CITY COMMISSION REGULAR MTG**

(7) (c)

**Meeting Date:** 12/06/2023

Purchase John Deere Mower

**Submitted For:** Dennis J Harris, Recreation and Tourism

**Submitted By:** Dennis J Harris, Recreation and Tourism

**Department:** Recreation and Tourism

---

**Information**

**ACTION REQUEST**

Consider and take action on Resolution No. 2023-136, approving and awarding the purchase of a John Deere 2550 Triplex Greens Mower for the Bayou Golf Course from Deere & Company through Buyboard (contract #706-23) - local government purchasing cooperative

**BACKGROUND (Brief Summary)**

Bayou Golf Course is requesting the purchase of a John Deere 2550 Triplex Greens Mower (\$37,152.50). This equipment will come with the Standard Options Package (\$13,739.88) along with Dealer Attachments (\$9,518.51) This equipment will be replacing existing Toro 3150 equipment that is currently in inventory. A copy of the proposals for the purchase is attached for your review.

**RECOMMENDATION**

It is the recommendation of the Parks, Recreation & Tourism Department to award the purchase of a John Deere 2550 Triplex Greens Mower for the Bayou Golf Course from Deere & Company through Buyboard (contract #706-23) - local government purchasing cooperative in the amount of \$60,410.89. Funds are available in the FY 2023-24 Capital Equipment Replacement Budget.

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**Fiscal Impact**

**Attachments**

Agenda Item

Resolution

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**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
 2000 John Deere Run  
 Cary, NC 27513  
 FED ID: 36-2382580  
 UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

King Ranch Ag & Turf  
 3715 S Sam Houston Pkwy E  
 Houston, TX 77047  
 713-943-7100  
 golf@king-ranch.com

**Quote Summary**
**Prepared For:**

Ben Huerta  
 CITY OF TEXAS CITY BAYOU GOLF  
 Ben Huerta  
 2800 TED DUDLEY  
 TEXAS CITY, TX 77590  
 Mobile: 409-770-4846  
 BHUERTA@TEXASCITYTX.GOV

**Delivering Dealer:**

**King Ranch Ag & Turf**  
 Brant North  
 3715 S Sam Houston Pkwy E  
 Houston, TX 77047  
 Phone: 713-943-7100  
 Mobile: 713-943-7100  
 bnorth@brooksideusa.com

**Buyboard Contract 706-23**

**Quote ID:** 30011857  
**Created On:** 27 November 2023  
**Last Modified On:** 27 November 2023  
**Expiration Date:** 27 December 2023

**John Deere 2550 Diesel Greens Mower complete with verticutters and 11 blade reels.**

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 2550 PCUT RGM	\$ 78,455.71	\$ 60,410.90 X	1 =	\$ 60,410.90
<b>Contract:</b> TX BuyBoard Grounds Mtnic Equip, Irrigation 706-23 (PG 67 CG 70)				
<b>Price Effective Date:</b> October 8, 2023				
<b>Equipment Total</b>				<b>\$ 60,410.90</b>

\* Includes Fees and Non-contract items

**Quote Summary**

Equipment Total	\$ 60,410.90
Trade In	
SubTotal	<b>\$ 60,410.90</b>
Est. Service Agreement Tax	\$ 0.00
Total	\$ 60,410.90
Down Payment	(0.00)
Rental Applied	(0.00)
<b>Balance Due</b>	<b>\$ 60,410.90</b>

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_

# Selling Equipment

Quote Id: 30011857      Customer Name: CITY OF TEXAS CITY BAYOU GOLF

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580  
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

King Ranch Ag & Turf  
3715 S Sam Houston Pkwy E  
Houston, TX 77047  
713-943-7100  
golf@king-ranch.com

## JOHN DEERE 2550 PCUT RGM

<b>Hours:</b>	<b>Suggested List *</b>
<b>Stock Number:</b>	\$ 78,455.71
<b>Contract:</b> TX BuyBoard Grounds Mtns Equip, Irrigation 706-23 (PG 67 CG 70)	<b>Selling Price *</b>
	\$ 60,410.90

**Price Effective Date:** October 8, 2023

\* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
1164TC	2550 PrecisionCut Triplex Mower	1	\$ 48,250.00	23.00	\$ 11,097.50	\$ 37,152.50	\$ 37,152.50
<b>Standard Options - Per Unit</b>							
001A	United States and Canada	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
183E	JDLINK™ Modem	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
0443	All Other Countries (English / Spanish)	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
1022	Smooth Tires and Wheels (20x10.00-10, 2 ply)	1	\$ 745.00	23.00	\$ 171.35	\$ 573.65	\$ 573.65
1190	Two-Wheel Drive (2WD)	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
1203	Quick Adjust 5 (QA5) 11-blade Cutting Units	1	\$ 11,147.00	23.00	\$ 2,563.81	\$ 8,583.19	\$ 8,583.19
1300	50.8 mm (2-in.) Diameter Machined Grooved Solid Rollers with Solid Endcaps	1	\$ 784.00	23.00	\$ 180.32	\$ 603.68	\$ 603.68
1400	Cutting Unit ONLY Counterweights	1	\$ 297.00	23.00	\$ 68.31	\$ 228.69	\$ 228.69
1601	50.8 mm (2-in.) Diameter Machined Smooth Solid Rollers	1	\$ 754.00	23.00	\$ 173.42	\$ 580.58	\$ 580.58
2010	Deluxe Suspension Seat with Left Side Armrest	1	\$ 1,273.00	23.00	\$ 292.79	\$ 980.21	\$ 980.21
3202	Cutting Unit Attaching Yokes and Direct Mounted (Bullhorn) Molded One-Piece Grass Catchers	1	\$ 2,126.00	23.00	\$ 488.98	\$ 1,637.02	\$ 1,637.02
9766	LED Work Light Kit	1	\$ 718.00	23.00	\$ 165.14	\$ 552.86	\$ 552.86
<b>Standard Options Total</b>			<b>\$ 17,844.00</b>		<b>\$ 4,104.12</b>	<b>\$ 13,739.88</b>	<b>\$ 13,739.88</b>

**Dealer Attachments/Non-Contract/Open Market**



JOHN DEERE

# Selling Equipment

Quote Id: 30011857      Customer Name: CITY OF TEXAS CITY BAYOU GOLF

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580  
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

King Ranch Ag & Turf  
3715 S Sam Houston Pkwy E  
Houston, TX 77047  
713-943-7100  
golf@king-ranch.com

BUC10223 Cutting unit yokes for verticutters.	1	\$ 943.74	23.00	\$ 217.06	\$ 726.68	\$ 726.68
BUC10417 Verticut units	3	\$ 3,805.99	23.00	\$ 875.38	\$ 8,791.83	\$ 8,791.83
<b>Dealer Attachments Total</b>		<b>\$ 12,361.71</b>		<b>\$ 2,843.20</b>	<b>\$ 9,518.51</b>	<b>\$ 9,518.51</b>
<b>Total Selling Price</b>		<b>\$ 78,455.71</b>		<b>\$ 18,044.82</b>	<b>\$ 60,410.89</b>	<b>\$ 60,410.89</b>

**WARRANTY FOR NEW JOHN DEERE AGRICULTURAL EQUIPMENT AND  
LIMITED WARRANTY FOR NEW TURF & UTILITY EQUIPMENT (US & CANADA ONLY)**

**A. GENERAL PROVISIONS** - With respect to purchasers in the United States, "John Deere" means Deere & Company, 1 John Deere Place, Moline, IL 61265, and with respect to purchasers in Canada, "John Deere" means John Deere Canada LLC, 295 Hunter Road, P. O. Box 1000, Gilmory, Ontario L3M 4H5. The warranties described below are provided by John Deere to the original purchasers of new Agricultural, Turf and Utility Equipment ("Equipment") purchased from John Deere or authorized John Deere dealers (the "Selling Dealer"). These warranties apply only to Equipment intended for sale in Canada and the US. Under these warranties, John Deere will repair or replace, at its option, any part covered under these warranties which is found to be defective in material or workmanship during the applicable warranty term. Warranty service must be performed by a dealer or service center located in Canada or the US, and authorized by John Deere to sell and/or service the type of Equipment involved (the "Authorized Dealer"). The Authorized Dealer will use only new or remanufactured parts or components furnished or approved by John Deere. Warranty service will be performed without charge to the purchaser for parts and/or labor. However, the purchaser will be responsible for any service call and/or transportation of Equipment to and from the Authorized Dealer's place of business (except where prohibited by law), for any premium charged for overtime labor requested by the purchaser and for any service and/or maintenance not directly related to any defect covered under these warranties. These warranties are transferable, provided an authorized John Deere dealer is notified of the ownership change, and John Deere approves the warranty transfer.

**B. WHAT IS WARRANTED** - Subject to paragraph C, all parts of any new Equipment are warranted for the number of months or operating hours specified below. Each warranty term begins on the date of delivery of the Equipment to the original purchaser, (except for certain agricultural tillage, planting, cultivating, harvesting, and application Equipment which may have a delayed warranty start date, but only if established by John Deere and noted by Selling Dealer on the Purchase Order). Included in 6E Series Tractor and Compact Utility Tractor Powertrain Warranty - Engine: cylinder block, cylinder head, valve covers, oil pan, emissions control components, timing gear covers, flywheel housing, and all parts contained therein. Powertrain: transmission, transmission case, differential and axle housings, clutch housings, MFWD front axle assembly, and all parts contained therein (does not include external drivelines, dry clutch parts, or steering cylinders). SWEEPS, SHOVELS, PLOWSHARES, AND DISK BLADES: A replacement part will be furnished without charge if breakage occurs and the amount of wear is less than the wear limits established by John Deere.

AGRICULTURAL EQUIPMENT	WARRANTY TERM
Tractors	24 Months or 2000 Hours, Whichever Comes First
Tractors used in Heavy Duty Land Leveling applications exceeding 160 hours per year (except 6R Series Tractors factory equipped with required option codes and the specifications for Heavy Duty Land Leveling, as specified in the Operators Manual). Contact Selling Dealer for additional information.	90 Days
Scraper Special Tractors	24 Months or 2000 Hours, Whichever Comes First
5E Series Tractors	24 Months or 2000 Hours, Whichever Comes First
a) Powertrain on 5E Series Tractors (components as per B above)	a) 60 Months or 2000 Hours, Whichever Comes First
Scrapers	8 Months for MY14 and earlier 12 Months for D Series and MY15 and later
Frontier™ Equipment	12 months
Sugar Cane Harvesters and Loaders	12 months or 1500 hours, Whichever Comes First
All other Equipment (includes Ag Management Solutions (AMS) products)	12 Months
Premium Round Balers 469, 569, 460R, 560R	24 Months or 12,000 bales, Whichever Comes First; First 12 Months, No Bale Limitation
Large Square Balers	12 Months, No Bale Limitation
a) Powertrain on Large Square Balers	a) 24 Months or 20,000 bales, Whichever Comes First
Hagle Manufacturing Company LLC Sprayers and Defoliers	24 Months or 1000 Hours, Whichever Comes First
Engines in Self-Propelled Equipment except Tractors*	24 Months or 2000 Hours, Whichever Comes First
*Engine Items Covered in months 13 through 24 - Engine block, cylinder head, rocker arm cover, timing gear cover, crankcase pan and all parts enclosed within these units. Also included are the fuel injection pump, turbocharger, water pump, torsion damper, manifolds, and engine oil cooler. All other engine related items are not covered in months 13 through 24.	
TURF & UTILITY EQUIPMENT	WARRANTY TERM
1) Z336E, Z346M, Z346R, Z355E, Z355R, Z365R, Z375R Series ZTrak™ Mowers, Z525E ZTrak™ Mowers, and 100 Series Tractors**	24 Months or 120 Hours, Whichever Comes First
2) 200 Series Tractors, Z315E, Z325E, Z320M, Z320R, Z330M, Z330R, and Z370R Series ZTrak™ Mowers**	36 Months or 200 Hours, Whichever Comes First
3) X300 Series Tractors, Z515E, and Z500M Series ZTrak™ Mowers**	48 Months or 300 Hours, Whichever Comes First
4) X500 Series Tractors, Z700E, and Z500R Series ZTrak™ Mowers**	48 Months or 500 Hours, Whichever Comes First
5) X700 Series Tractors**	48 Months or 700 Hours, Whichever Comes First
6) Z700M Series ZTrak™ Mowers**	48 Months or 750 Hours, Whichever Comes First
7) Z700R Series ZTrak™ Mowers**	48 Months or 1000 Hours, Whichever Comes First
8) JS Series Residential Walk-Behind Mowers	24 Months in Private Residential - Personal Use or 90 Days in Any Other Application
9) Wide Area Mowers, Front Mower Traction Units and Mower Decks, QuikTrak™ Mowers, and M Series Commercial Walk Behind Mowers	24 Months
10) Z900B, Z900E, Z900M Series ZTrak™ Mowers, and R Series Commercial Walk Behind Mowers	36 Months or 1200 Hours, Whichever Comes First; First 24 Months, No Hour Limitation
11) Z997R, Z900A Series, and Z900R Series ZTrak™ Mowers	36 Months or 1500 Hours, Whichever Comes First; First 24 Months, No Hour Limitation
12) Compact Utility Tractors	24 Months or 2000 Hours, Whichever Comes First
a) Powertrain on Compact Utility Tractors (components as per B above)	a) 22 Months or 2000 Hours, Whichever Comes First
b) Compact Utility Tractor Loaders D120, 120E, 120R, 220R, 300E, 300R, 320R, 400E, 440R	b) 24 Months
13) GATOR™ Utility Vehicles	12 Months or 1000 Hours, Whichever Comes First
14) Except as provided above, all other implements/Attachments sold separately or purchased on the same Purchase Order as Equipment listed in 9 through 13	12 Months
15) All other Turf & Utility Equipment	24 Months in Private Residential - Personal Use or 12 Months in Any Other Application

\*\*Implements/Attachments purchased on the same Purchase Order as the Equipment listed will be covered by the Equipment's warranty terms. Implements/Attachments purchased separately will be covered by the warranty term on line 14.

**C. (i) ITEMS COVERED SEPARATELY** - (1) Tires - contact manufacturer for warranty terms and conditions, (2) Rubber track belts, elastomeric coated wheels (drive wheels, idlers, mid-rollers) and batteries - contact Selling Dealer for warranty terms and conditions (note: terms of warranties on these parts may be less than Equipment warranty), (3) When applicable, a separate emissions warranty statement will be provided by Selling Dealer.

**(ii) WHAT IS NOT WARRANTED** - Pursuant to the terms of these warranties, JOHN DEERE IS NOT RESPONSIBLE FOR THE FOLLOWING: (1) Used Equipment; (2) Any Equipment that has been altered or modified in ways not approved by John Deere, including, but not limited to, setting injection pump fuel delivery above John Deere specifications, modifying combine grain tanks, and modifying self-propelled sprayers with unapproved wheels, tracks, tanks or booms; (3) Depreciation or damage caused by normal wear, lack of reasonable and proper

**WARRANTY FOR NEW JOHN DEERE GOLF & TURF EQUIPMENT**  
(US & Canada Only)



JOHN DEERE

- A. GENERAL PROVISIONS** - With respect to purchasers in the United States, "John Deere" means Deere & Company, 1 John Deere Place, Moline, IL 61265 and with respect to purchasers in Canada, "John Deere" means John Deere Canada ULC, 295 Hunter Road, P.O. Box 1000, Grimsby, Ontario L3M 4H5. The warranties described below are provided by John Deere to the original purchasers of new John Deere Golf and Turf equipment ("Equipment") purchased from John Deere or an authorized John Deere dealer or distributor ("Selling Dealer"). These warranties apply only to Equipment intended for sale in the United States and Canada. Under these warranties, John Deere will repair or replace, at its option, any part covered under these warranties which is found to be defective in material or workmanship during the applicable warranty term. Warranty service must be performed by a dealer, distributor or service center authorized by John Deere to sell and/or service the type of equipment involved ("Authorized Dealer"). The Authorized Dealer will use only new or remanufactured parts or components furnished or approved by John Deere. Warranty service will be performed without charge to the purchaser for parts and/or labour. However, the purchaser will be responsible for any service call and/or transportation of Equipment to and from the Authorized Dealer's place of business (except where prohibited by law), for any premium charged for overtime labour requested by the purchaser and for any service and/or maintenance not directly related to any defect covered under these warranties. These warranties are transferable, provided an Authorized Dealer is notified of the ownership change, and John Deere approves the warranty transfer.
- B. WHAT IS WARRANTED** - Subject to section C, all parts of any new Equipment are warranted for the number of months or operating hours specified below. Each warranty term begins on the date of delivery of the Equipment to the original purchaser.

EQUIPMENT	WARRANTY TERM
Reel Mowers: 180, 185, 220, 225, 260, 2400, 2500, 2700, 2653, 6000, 7000, & 8000 Series*	24 Months/Unlimited Hours
a) Reel motors and reel motor controllers on E-Cut™ Hybrid models	a) 48 Months/Unlimited Hours
Aerators: 800, 1000, 1500, 2000*	24 Months/Unlimited Hours
Bunker Rakes: 1200A, 1200 Hydro Rake, TruFinish™ 1220*	
Debris Maintenance: TC125 Collection System*	
Rotary Mowers: 7000, 8000, & 9000 Series*	
Walk Greens Mower Trailers: 22 Series*	24 Months/1500 Hours, whichever comes first
ProGator™: 2020A, 2030A*	
ProGator™: 2020A GPS PrecisionSprayer, 2030A GPS PrecisionSprayer	
Turf Gator™: Turf, TX Turf*	
Sprayer: HD200, HD300*	
Top Dresser: TD100*	
E-Gator™, E Gator, TB Gator*	
Gator™ GS, Gator™ GS Electric*	

\*Including compatible implements/attachments purchased on the same Purchase Order as the Equipment

- C. (I) ITEMS COVERED SEPARATELY** -- Unless listed in the applicable parts catalog, this warranty does not apply to (1) Batteries; (2) Radios; (3) Tires; and (4) Sprayer Controllers which are covered by separate written warranties.
- (II) WHAT IS NOT WARRANTED** -- Pursuant to the terms of these warranties, JOHN DEERE IS NOT RESPONSIBLE FOR THE FOLLOWING: (1) Used Equipment; (2) Any Equipment that has been altered or modified in ways not approved by John Deere, including, but not limited to, setting injection pump fuel delivery above John Deere specifications; (3) Depreciation or damage caused by normal wear, lack of reasonable and proper maintenance, failure to follow operating instructions/recommendations; misuse, lack of proper protection during storage, vandalism, the elements or collision or accident; (4) Normal maintenance and replacement of maintenance and wear items, such as oil, filters, coolants and conditioners, blades and other cutting/mowing parts, belts, brake and clutch linings, spark plugs, hoses, tires and batteries.
- D. SECURING WARRANTY SERVICE** -- To secure warranty service, the purchaser must, (1) Report the Equipment defect to an Authorized Dealer and request warranty service within the applicable warranty term; (2) Present evidence of the warranty start date with valid proof of purchase; and (3) Make the Equipment available to the Authorized Dealer within a reasonable time.
- E. NO IMPLIED WARRANTY, REPRESENTATION OR CONDITION** -- To the extent permitted by law, neither John Deere nor any company affiliated with it makes any warranties, representations, conditions or promises, express or implied, as to the quality, performance, or freedom from defect of the Equipment covered by these warranties other than those set forth above, AND NO STATUTORY OR IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS ARE MADE. TO THE EXTENT LEGALLY REQUIRED, ANY IMPLIED WARRANTIES OR CONDITIONS SHALL BE LIMITED IN DURATION TO THE APPLICABLE PERIOD OF WARRANTY SET FORTH ON THIS PAGE. THE PURCHASER'S ONLY REMEDIES IN CONNECTION WITH THE BREACH OR PERFORMANCE OF ANY WARRANTY ON JOHN DEERE EQUIPMENT ARE THOSE SET FORTH ON THIS PAGE. IN NO EVENT WILL THE DEALER, JOHN DEERE OR ANY COMPANY AFFILIATED WITH JOHN DEERE BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.
- F. NO DEALER/DISTRIBUTOR WARRANTY** -- THE SELLING DEALER HAS NO AUTHORITY TO MAKE ANY WARRANTY, REPRESENTATION, CONDITION OR PROMISE ON BEHALF OF JOHN DEERE, OR TO MODIFY THE TERMS OR LIMITATIONS OF THIS WARRANTY IN ANY WAY AND MAKES NO WARRANTY ON ANY OTHER ITEM UNLESS IT DELIVERS TO THE PURCHASER A SEPARATE WRITTEN CERTIFICATE SPECIFICALLY WARRANTING THE ITEM.

Search 

## 2550 PrecisionCut™ Triplex Mower

★★★★★ (0) [Write a review](#)

- Greatly reduce triplex ring with exclusive offset cutting units
- Save time with Quick Adjust Cutting Units
- Exceptional contour-following and steering of cutting units in turns
- On-board diagnostics

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[View Product Brochure](#) >

- + Offset cutting units virtually eliminate triplex ring with a simple change in direction
- + Optional weight transfer grass-catcher system transfers clipping weight to frame, rather than to cutting unit
- + Consistent height of cut through contour following, weight transfer, and cutting-unit suspension
- + Standard rollover protective structure (ROPS) with seat belts meets ISO 21299 standards

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## Specs & Compare

### Key Specs

<b>Number of cylinders</b>	3-cylinder
<b>Displacement</b>	993 cc 60.6 cu in.
<b>Mowing speed</b>	Adjustable mow stop: 0-7.1 km/h 0-4.4 mph
<b>Traction drive</b>	Hydrostatic, 2-pedal control
<b>Mowing position width</b>	157.5 cm 62 in.



Find a Dealer



Sign In

**Cut frequency**

For 14 blades: 0.044 in./mph

0.034 in./mph

With 11-blade reel: 0.689 mm/km/h

0.044 in./mph

With 7-blade reel: 1.082 mm/km/h

0.069 in./mph

**Height of cut**

2.0-19.0 mm

0.078-0.75 in.

with front roller: 51 mm

2 in.

or 16-32 mm

0.625-1.25 in.

with front roller: 76 mm

3 in.

**Number of blades**

7 or 11 blades

**Operator ear**

82 dBA

**Engine****Type**

Diesel model

IDI Diesel

**Horsepower**

Diesel horsepower

Per SAE J1995: 14.6 kW

19.6 hp

\*Engine hp is provided by the engine manufacturer to be used for comparison purposes only. Actual operating hp will be less. Refer to the engine manufacturer's web site for additional information.

**Air cleaner**

Semi-cyclone, dry-type, dual stage



**Customer:**

**Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.**

**A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.**

- Vendor: Deere & Company
- 2000 John Deere Run  
Cary, NC 27513
- Signature on all LOIs and POs with a signature line
- Contract name or number; or JD Quote ID
- Sold to street address
- Ship to street address (no PO box)
- Bill to contact name and phone number
- Bill to address
- Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)
- Membership number if required by the contract

**For any questions, please contact:**

**Brant North**

King Ranch Ag & Turf  
3715 S Sam Houston Pkwy E  
Houston, TX 77047

Tel: 713-943-7100  
Mobile Phone: 713-943-7100  
Fax: 713-943-9102  
Email: [bnorth@brooksideusa.com](mailto:bnorth@brooksideusa.com)

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.

**RESOLUTION NO. 2023-136**

**A RESOLUTION APPROVING THE PURCHASE OF A JOHN DEERE 2550 TRIPLEX GREENS MOWER FOR THE BAYOU GOLF COURSE FROM DEERE & COMPANY THROUGH BUYBOARD (CONTRACT NO. 706-23) - LOCAL GOVERNMENT PURCHASING COOPERATIVE, A LOCAL GOVERNMENT PURCHASING COOPERATIVE PROGRAM; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

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**WHEREAS**, it is the recommendation of the Parks, Recreation & Tourism Department to award the purchase of a John Deere 2550 Triplex Greens Mower for the Bayou Golf Course from Deere & Company through Buyboard (Contract No.706-23) - local government purchasing cooperative in the amount of \$60,410.89; and

**WHEREAS**, funds are available in the FY 2023-24 Capital Equipment Replacement Budget.

**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 approves the purchase of a John Deere 2550 Triplex Greens Mower for the Bayou Golf Course from Deere & Company through Buyboard (Contract No.706-23) - local government purchasing cooperative in the amount of \$60,410.89, as set out on the quote attached hereto as **Exhibit “A”** and made a part hereof for all intents and purposes.

**SECTION 2:** That this Resolution shall be in full force and effect from and after its passage and adoption.

**PASSED AND ADOPTED this 6th day of December 2023.**

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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) (d)

**Meeting Date:** 12/06/2023

Interim Finance Director

**Submitted For:** Dedrick Johnson, Mayor's Office

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

**Department:** City Secretary

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**Information**

**ACTION REQUEST**

Consider and take action on Resolution No. 2023-137, appointing an interim Finance Director. (Mayor's Office)

**BACKGROUND (Brief Summary)**

This resolution will name Ryan McClellen as the acting Finance Director for the City of Texas City. Ryan will replace Laura Boyd, who recently retired. This resolution will authorize Ryan McClellan to be the official signature and authority for all official financial transactions on all local and governmental finance accounts. This is an interim status until further notice. Effective immediately on the date of this resolution.

**RECOMMENDATION**

It is Mayor Johnson's recommendation to appoint Ryan McClellen as Interim Finance Director effective immediately on the date of this resolution.

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**Fiscal Impact**

**Attachments**

Resolution

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**RESOLUTION NO. 2023-137**

**A RESOLUTION APPOINTING AN INTERIM FINANCE DIRECTOR; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

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**WHEREAS**, the former Director of Finance, Laura Boyd, retired recently; and

**WHEREAS**, it is the recommendation of Mayor Dedrick D. Johnson and the Legal Department to appoint Ryan McClellen as interim Finance Director. This resolution will authorize Ryan McClellen to be the official signature and authority for all official financial transactions on all local and governmental finance accounts.

**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 approves the appointment of Ryan McClellen as interim Finance Director.

**SECTION 2:** That this Resolution shall be in full force and effect from and after its passage and adoption.

**PASSED AND ADOPTED this 6th day of December 2023.**

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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**

**(8) (a)**

**Meeting Date:** 12/06/2023

Ordinance 2023-43 amending "General Regulations", Chapter 90: "Streets Sidewalks and Other Public Places"

**Submitted For:** Kim Golden, Transportation and Planning

**Submitted By:** Veronica Carreon, Transportation and Planning

**Department:** Transportation and Planning

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**Information**

**ACTION REQUEST**

Approve recommended changes to Section 90.012 regarding the use of unimproved/unopened rights of way.

**BACKGROUND (Brief Summary)**

This change is recommended to conform with existing city policies regarding the construction and maintenance of city streets by Public Works and the operation of fire engines and aerial apparatus on solid surfaced roadways defined as asphalt or concrete surface pavement.

Through annexation and past practices some areas of Texas City have unimproved, unopened rights of way which are not city-maintained streets. The Subdivision Ordinance requires all new residential lots to have frontage on a public street. However, there is some confusion about the requirements for existing residential lots or parcels adjacent to an unimproved, unopened right of way. The recommended change to Section 90.012 will resolve the confusion by making the street standards of the Subdivision Ordinance Chapter 159 applicable to existing residential lots or parcels adjacent to unimproved, unopened rights of way.

**RECOMMENDATION**

The following departments have worked together in drafting the proposed revisions to Section 90.012 and recommend its approval: Engineering & Planning, Building Permits & Inspections, Public Works, Fire Department

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**Fiscal Impact**

**Attachments**

FINAL Proposed revision to 90.012 - use of rights of way

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**ORDINANCE 23-**

**AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF TEXAS, TEXAS AMENDING THE CODE OF ORDINANCES TITLE IX ENTITLED “GENERAL REGULATIONS”, CHAPTER 90 ENTITLED “STREETS, SIDEWALKS AND OTHER PUBLIC PLACES”; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE**

WHEREAS, there are several unimproved/unopened rights of way in Texas City which predate the current provisions the Subdivision and Zoning ordinances, and

WHEREAS, it is the policy of the City of Texas City to maintain roads that are constructed in accordance with the design standards and applicable provisions of Chapter 159 – Subdivisions, including the donation of additional rights of way if necessary, and

WHEREAS, it is the policy of the City of Texas City that the public works department does not construct roads, and

WHEREAS, it is the policy of the fire department for fire engines and aerial apparatus to remain on solid surfaced roadways defined as asphalt or concrete surfaced pavement; and

WHEREAS, clarification is needed for the use of unimproved/unopened rights-of-way in residential zones.

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

**Section 1:** That the Code of Ordinances of the City of Texas City, Texas Chapter 90, Section 90.012 Use of Unimproved/Unopened Rights of Way be amended as follows:

**§ 90.012 USE OF UNIMPROVED/UNOPENED RIGHTS-OF-WAY.**

An owner of real property within the city may be issued a permit to erect, construct and build a single-family residence adjacent to and accessible only by unimproved/unopened city-accepted right-of-way on the following conditions:

(A) The parcel of land upon which the residence is to be constructed shall be a minimum of two acres;

~~(B) The parcel of land has not been subdivided from a larger parcel of land since 1-18-1989, unless said subdivision occurred by city’s approval of a subdivision plat, plat amendment or replat;~~

(B) No certificate of occupancy shall be issued unless and until all the requirements of this section are met;

(C) The parcel of land shall not be subdivided into smaller parcels unless approved by the city through a subdivision platting process;

~~(D) Only one single family residence shall be constructed on the parcel of land for the purpose of homestead;~~

(D) The property owner(s) shall construct and donate a street in accordance with the design standards and applicable provisions of Chapter 159 – Subdivisions, including the donation of additional rights of way if necessary;

~~(E) A maximum of four single family residences may be accessed by the same unimproved/unopened right of way. If, however, an application to construct a fifth single family residence is sought, the owner of each existing single family residence shall participate in the city's street assessment program for road improvements;~~

(E) The street shall connect to an existing improved paved public street which is maintained by the City or other public entity;

~~(F) The property owner(s) shall construct and maintain an all-weather access road capable of providing ingress and egress to emergency vehicles on the unimproved/unopened right of way. The construction shall be in accordance with the plans and specifications approved by the City Engineer; and~~

(F) The street shall be donated to the City for ownership and perpetual maintenance only after inspection and testing, final approval of the testing and inspection results by the City Engineer, and acceptance by the City. The City may require the property owner(s) to provide the inspection and testing services prior to acceptance by the City;

~~(G) The city is not, nor shall it be, responsible for the construction, installation or maintenance of any road and/or roadside drainage improvements on the unimproved/unopened right of way.~~

(G) The City shall only accept and maintain streets which comply with the requirements of Chapter 159 - Subdivisions upon donation to the City and dedication to the public for use as a public street; and

(H) The City is not, nor shall it be, responsible for the construction, installation or maintenance of any road and/or roadside drainage improvements on any unimproved/unopened rights of way not meeting the design standards and applicable provisions of Chapter 159 – Subdivisions.

**Section 2.** This ordinance shall be cumulative of all provisions of the City of Texas City, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such Ordinances, in which event the more restrictive provision shall apply.

**Section 3.** It is hereby declared to be the intention of the City Commission of the City of Texas City that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance should be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance, since the same would have been enacted by the City Commission without incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

**Section 4.** All rights and privileges of the City of Texas City are expressly saved as to any and all violations of the provisions of any Ordinances affecting land use or development, which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such Ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

**Section 5.** That this Ordinance shall be read on three (3) separate days and shall become effective upon its final reading, passage, and adoption.

**Section 6.** That this Ordinance shall be finally passed upon the date of its introduction and shall become effective from and after its passage and adoption and publication by caption only in the official newspaper of the City of Texas City, Texas

**PASSED ON FIRST READING this \_\_\_ day of \_\_\_\_\_ 202\_\_.**

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

**ATTEST:**

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

**PASSED ON SECOND READING this \_\_\_ day of \_\_\_\_\_ 202\_\_.**

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

**ATTEST:**

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

**PASSED AND FINALLY ADOPTED this \_\_\_ day of \_\_\_\_\_ 202\_\_.**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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