

CITY OF TEXAS CITY  
REGULAR CALLED CITY COMMISSION MEETING

AGENDA

WEDNESDAY, OCTOBER 1, 2025 - 5:00 P.M.  
KENNETH T. NUNN COUNCIL ROOM - CITY HALL  
1801 9th Ave. N.  
Texas City, TX 77590

PLEASE NOTE: Public comments are limited to posted agenda items only and 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) REPORTS
  - (a) Aquatic Program (Parks, Rec & Tour)
- (5) PUBLIC COMMENTS
- (6) CONSENT AGENDA
  - (a) Approve City Commission Minutes for the September 17, 2025, meeting. (City Secretary)
  - (b) Consider and take action on Resolution No. 2025-102, casting the City of Texas City Ballot for TML Region 14 Board Director. (Mayor's Office)
  - (c) Consider and take action on Resolution No. 2025-103, authorizing the City to formally accept the award of FEMA Public Assistance Grant 4798 for eligible response, recovery, and restoration costs related to Hurricane Beryl damages, and approve the execution of all necessary documents to administer the grant. (Community Development & Emergency Management)
  - (d) Consider and take action on Resolution No. 2025-105, appointments and re-appointments of various Boards, Commissions, Committees, etc. (City Secretary)

(7) REGULAR ITEMS

- (a) Consider and take action on Resolution No. 2025-104, entering into a three (3) year contract with Stryker Sales, LLC for the service, replacement, and upgrade of certain ambulance and EMS equipment, including Lifepak monitors, LUCAS devices, power load stretchers, and related items. (Fire)

(8) COMMISSIONERS' COMMENTS

(9) MAYOR'S COMMENTS

(10) 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 SEPTEMBER 25, 2025, PRIOR TO 5:00 P.M. AND REMAINED SO POSTED CONTINUOUSLY FOR AT LEAST 3 BUSINESS DAYS PRECEDING THE SCHEDULED TIME OF SAID MEETING.

---

RHOMARI LEIGH  
CITY SECRETARY

**CITY COMMISSION REGULAR MTG**

**(6) (a)**

**Meeting Date:** 10/01/2025

**Submitted By:** Renee Edgar, City Secretary

**Department:** City Secretary

---

**Information**

**ACTION REQUEST**

Approve City Commission Minutes for the September 17, 2025, meeting. (City Secretary)

**BACKGROUND (Brief Summary)**

**RECOMMENDATION**

---

**Fiscal Impact**

**Attachments**

Minutes

---

REGULAR CALLED CITY COMMISSION MEETING

M I N U T E S

WEDNESDAY, SEPTEMBER 17, 2025 – 5:00 P.M.  
KENNETH T. NUNN COUNCIL ROOM – CITY HALL

A Regular Called Meeting of the City Commission was held on Wednesday, SEPTEMBER 17, 2025, 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 5:00 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  
Keith Love, Commissioner District 2  
Chris Sharp, Commissioner District 3  
Jami Clark, Commissioner District 4

2. INVOCATION

Led by Pastor Terry Ray from CrossPoint Community Church.

3. PLEDGE OF ALLEGIANCE

Led by Keith Love, Commissioner, District 2.

4. PROCLAMATIONS AND PRESENTATIONS

a. Retirement

Debra Taylor	Parks & Recreation	27 years
--------------	--------------------	----------

Debra Taylor received a gift from Dedrick D. Johnson, the Mayor, in recognition of her retirement.

b. Proclaiming September 17-23, 2025, as "Constitution Week" to be received by the George Washington Chapter of Daughters of the American Revolution.

Susan Polk and Chapter members received the Proclamation from Dedrick D. Johnson, Mayor.

5. REPORTS

a. Economic Development Annual Report

Kristin Edwards, Economic Development Director, gave a PowerPoint presentation.

6. PUBLIC HEARING



- a. Public hearing in support of or opposition to the City of Texas City's proposed 2025/2026 Fiscal Year Budget.

### **TAXPAYER IMPACT STATEMENT SUMMARY**

ASSUMING A MEDIAN HOME VALUE IN TEXAS CITY OF **\$226,783 AND A 20% HOMESTEAD EXEMPTION:**

<b>DESCRIPTION</b>	<b>AMOUNT</b>
APPRAISED VALUE	\$ 226,783
HOMESTEAD EXEMPTION (20%)	\$ (45,357)
TAXABLE VALUE	\$ 181,426
CITY OF TEXAS CITY TAXRATE (2024)	\$ 0.488635
CURRENT TAXBILL	\$ <b>886.51</b>
CITY OF TEXAS CITY NNR TAXRATE (2025)	\$ 0.478433
ESTIMATED TAXBILL	\$ <b>868.00</b>
CITY OF TEXAS CITY <b>PROPOSED</b> TAXRATE (2025)	\$ 0.478433
ESTIMATED TAXBILL	\$ <b>868.00</b>
<b>TEXAS CITY PROPERTY TAX SAVINGS</b>	<b>\$ 18.51</b>

Cynthia Rushing, Chief Financial Officer, gave a PowerPoint presentation.

Jose Boix, resident, stated they were not in opposition or in favor of the budget but wanted clarification on the subject.

Dedrick D. Johnson, Mayor, stated that more information will be shared during Regular Item 9b.

Motion by Commissioner At-Large Abel Garza, Jr., Seconded by Commissioner District 1 DeAndre' Knoxson, to close the Public Hearing.

**Vote: 7 - 0 CARRIED**

7. **PUBLIC COMMENTS**

The following members of the public requested to address the City Commission: Jose Boix.

8. **CONSENT AGENDA**

Commissioner District 4, Jami Clark, made a motion to approve Consent Agenda items 8a, b, c, d, and e. The motion was seconded by Commissioner At-Large, Mayor Pro Tem, Thelma Bowie.

- a. Approve City Commission Minutes for the September 3, 2025 meeting. (City Secretary)

**Vote: 7 - 0 CARRIED**

- b. Consider and take action on Resolution No. 2025-095, approving the Digital Lab Policy for Moore Memorial Public Library. (Library)

**Vote: 7 - 0 CARRIED**

- c. Consider and take action on Resolution No. 2025-096, accept and authorize the expenditure of the Texas Department of Transportation (TxDOT) Fiscal Year 2026 Selective Traffic Enforcement Program (STEP) Grant Award. (Grants Administration)

**Vote: 7 - 0 CARRIED**

- d. Consider and take action on Resolution No. 2025-097, approving the Developer's Reimbursement Agreement with Red Egret, LLC. (City Engineer)

**Vote: 7 - 0 CARRIED**

- e. Consider and take action on Resolution No. 2025-098 to approve a contract with ARKK Engineers for a Preliminary Engineering Report and preliminary engineering design services for the Monticello Drive Reconstruction Project. (City Engineer)

**Vote: 7 - 0 CARRIED**

9. REGULAR ITEMS

- a. Consider and take action on Resolution No. 2025-099, awarding Bid No. 2025-491 and entering into a contract for Texas City MIT-MOD Drainage Improvements GLO Contract No. 24-065-018-E-175. (Public Works)

Jack Haralson, Public Works Director, recommends that we consider and approve entering into a contract for Texas City MIT-MOD Drainage Improvements GLO. Jack thanked the Community Development and Grants Administration department for procuring the grant that will provide some of the funds for this project.

Motion by Commissioner At-Large Abel Garza, Jr., Seconded by Commissioner District 1 DeAndre' Knoxson

**Vote: 7 - 0 CARRIED**

- b. Consider and take action on Resolution No. 2025-100, approving and adopting the City of Texas City's Investment Policy. (Finance)

Cynthia Rushing, Chief Financial Officer, gave a PowerPoint presentation and invited Scott MacIntyre of Hilltop Securities to explain further their part of the process of the Investment Policy.

Motion by Commissioner District 1 DeAndre' Knoxson, Seconded by Commissioner District 4 Jami Clark

**Vote: 7 - 0 CARRIED**

10. COMMISSIONERS' COMMENTS

11. MAYOR'S COMMENTS

An audiovisual recording of this meeting is available on the City's website and retained by the CSO for two years after the date of the adoption of the minutes to which the meeting corresponds.

12. ADJOURNMENT

Having no further business, Commissioner At- Large, Abel Garza, Jr., made a MOTION to ADJOURN at 6:08 p.m.; the motion was SECONDED by Commissioner District 3, Chris Sharp. All present voted AYE. MOTION CARRIED.

---

DEDRICK D. JOHNSON, MAYOR

ATTEST:

---

Rhomari Leigh, City Secretary  
Date Approved:

**CITY COMMISSION REGULAR MTG****(6) (b)****Meeting Date:** 10/01/2025

City of Texas City Ballot for TML Region 14 Board Director

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

---

**Information****ACTION REQUEST**

Consider and take action on Resolution No. 2025-102, casting the City of Texas City Ballot for TML Region 14 Board Director. (Mayor's Office)

**BACKGROUND (Brief Summary)**

Previously, elections for regional directors were held at regional meetings. After changes to the TML Constitution were approved in 2023, these elections are now administered by TML centrally. TML has 15 regions, and each has a seat on the Board.

The officials listed in the ballot have been nominated to serve a one-year term on the TML Board of Directors that will begin on October 31, 2025, upon adjournment of the Annual Conference and Exhibition.

**RECOMMENDATION**

It is the majority of the Commission to cast a ballot selection for Sally Branson (Incumbent).

---

**Fiscal Impact****Funds Available Y/N:****Amount Requested:****Source of Funds:****Account #:****Fiscal Impact:**

N/A

---

**Attachments**

Ballot

attachment

Resolution



TEXAS MUNICIPAL LEAGUE

*Empowering Texas cities to serve their citizens*

---

President **Allison Heyward**, Councilmember, Schertz  
Executive Director **Bennett Sandlin**

September 8, 2025

To: Primary Contacts in TML Region 14

From: Bennett Sandlin, Executive Director, Texas Municipal League

Subject: Region 14 Director Ballot

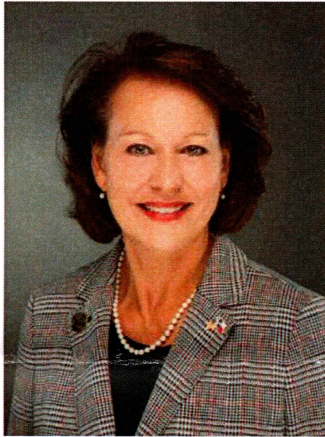
Attached are the official ballot and candidate biographies for the TML Region 14 Director of the TML Board of Directors. Previously, elections for region directors were held at region meetings. After changes to the TML Constitution were approved in 2023, these elections are now administered by TML centrally.

The officials listed on this ballot have been nominated to serve a one-year term on the TML Board of Directors that will begin on October 31, 2025, upon adjournment of the TML Annual Conference and Exhibition.

The attached ballot includes instructions for filling it out. If you have any questions, please contact Rachael Pitts at [rpitts@tml.org](mailto:rpitts@tml.org) or 512-231-7472.

Thank you in advance for your city's participation in the election.

## Region 14 Director Candidate Biographies



### **Sally Branson, Councilmember, Friendswood (Incumbent)**

Sally Branson is a lifelong Friendswoodian. After graduating from Friendswood High School in 1976, she briefly moved away to attend The University of Texas at Austin receiving her BBA. She returned to Friendswood where she met and married her husband of 35 years, Jon. They raised three children, all of whom graduated from Friendswood High School. She is now the proud grandmother of three grandchildren currently making their way through the Friendswood school system as Sally and her children did. She began her career at NASA Johnson Space Center in the Chief Financial Officers Directorate in 1989, prior to joining the financial services industry in 2000. Unsurprisingly, she chose downtown Friendswood as the location for her business that she manages with her oldest son. Councilmember Branson believes in giving back to her community and is currently serving as chair of the

Galveston County Historical Commission and is on the board of the Friendswood Historical Society. She is also an active member of the Friendswood Rotary Club. She also served on the board for the Friendswood Education Foundation for over 18 years and participated in the establishment of the Friends of Downtown Friendswood Association. Branson currently serves as liaison to the Houston-Galveston Area Council and the Community Economic Development Committee. She is also serving as the current president of Texas Municipal League Region 14. Prior to being elected to Friendswood City Council in 2017, she served on the Planning and Zoning Commission for three years.

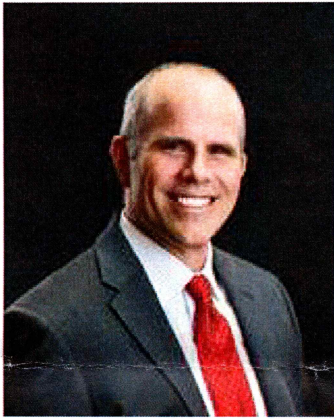


### **Robin Collins, Mayor, Kemah**

Robin Collins proudly serves the City of Kemah with a deep commitment to preserving the charm, character, and coastal heritage that define her hometown. Elected as mayor in 2023 and now serving her second term, she brings experienced, steady leadership rooted in tradition, accountability, and a strong belief in the power of local government to improve everyday life. Collins has prioritized community engagement, economic development, and public safety. Under her leadership, Kemah continues to thrive as both a welcoming community for residents and a sought-after destination for visitors. Her focus on infrastructure, transparency, and regional partnerships has helped Kemah grow responsibly while preserving its unique identity.

Her service in public office began in 2009 when she was elected to the Kemah City Council. She served through 2023, including time as mayor pro tem and Kemah's representative to the Houston-Galveston Area Council (HGAC). She currently serves as president of the Galveston County Mayor and Councilmember Association, where she continues to build consensus and foster collaboration across city lines. With years of experience in municipal government and regional leadership, Collins understands the challenges of cities in Region 14, particularly smaller and coastal communities. She is committed to making sure those voices are heard at the state level. She is a firm believer in servant leadership and strives to lead with humility, consistency, and a commitment to listening. Collins is passionate about fostering collaboration among municipal leaders and ensuring that every community—regardless of size—has a seat at the table.





**Tom Crews, Councilmember, League City**

Tom Crews is a Certified Public Accountant and the owner of a family-run CPA firm based in League City. He and his wife, Chrissy, founded the practice in 2015, and it has since become a trusted business in the community. Their children are also involved in the firm, making it a true family operation. Crews currently serves on the League City Council in Position 3. First elected in 2022 and re-elected in 2024, he brings over a decade of financial experience to his role in local government. Before joining the council, he served as chair of both the League City Finance Committee and the Charter Review Committee, gaining a strong foundation in municipal budgeting and policy. To further strengthen his public service skills, Crews is currently enrolled in the Texas Municipal League's Certified Municipal Official (CMO)

program. His dual roles as a business owner and public servant allow him to effectively represent both residents and local entrepreneurs. He is committed to fiscal responsibility, efficient city services, and sustainable growth for League City. In addition to his professional and civic work, Crews and his family are active volunteers in the community. They support several local nonprofits and regularly participate in service projects, reflecting their strong belief in giving back to the city they call home.



**Emmanuel Guerrero, Councilmember, Pasadena**

Emmanuel Guerrero grew up in a blue-collar family, raised by a single mother. He is the eldest brother of five siblings. He is a first-generation college graduate from the University of Houston's Bauer Business School obtaining a double Bachelor of Business Administration (BBA) in finance and marketing in three years. He worked many sales jobs and services jobs while obtaining his bachelor's degree at the University of Houston from 2015-2018, maintaining two jobs and attending school full time. His professional career and experience have been in two Fortune 100 food companies, a Fortune 100 oil and gas company, and a Fortune 100 food company. Currently, he works for a consulting firm specializing in disaster relief, emergency response, economic development, grant management, and compliance and review. At 24,

he was promoted to be the youngest manager in the firm's history, helping to oversee \$400 million through CARES, ARPA, and ERA federal funds. Guerrero was elected as Pasadena City councilman of District C at age 26, making history as the youngest councilman in the City's history. Since being in office, he has led initiatives resulting in \$5.9 million in waterline improvements, \$9.9 million in sewer rehabilitations, \$7.3 million in reconstruction projects, \$150,000 in water well improvements, and has created various scholarships opportunities for the lowest income school in Pasadena. His commitment to his community is unparalleled.



**Josh Pratt, Councilmember, Bunker Hill Village**

Councilmember Josh Pratt grew up in Houston and relocated his family to the Memorial Villages in 2014. With a focus on secure families, financials, and small-town community feel, he was elected to the Bunker Hill Village City Council in 2025. Pratt served on the City's Zoning Board of Adjustment as well as various boards and committees in local government, business, and church. He is a certified public accountant working in the private sector. He and his wife have one child.



**Frank W. Robinson, Councilmember, Shenandoah**

Frank W. Robinson, BA, MPA, ICMA-CM (Retired) is an elected member of the City of Shenandoah City Council and an accomplished public administrator. He holds a bachelor's degree from the University of North Texas and a Master of Public Administration from Sam Houston State University. After 38 years of public service, 29 of those years as a chief administrative officer and city manager in Texas and California, Robinson retired in 2017. He began his public service career as a police officer in Denton, eventually receiving an appointment as chief of police in the City of West University Place before transitioning to city management. He is best known for his role in the development of the downtown of The Woodlands. Robinson served 14 years as president and township manager for The

Woodlands Township (formerly known as the Town Center Improvement District of Montgomery County). He led the organization through visioning and goal setting to define the Township's vision and mission as a local government focused on creating public benefit. In 2020, he came out of retirement to assist the City of Conroe in the position of downtown manager and implemented the newly adopted Downtown Conroe Development Plan and promote the historical preservation and economic development of downtown Conroe. Robinson successfully attracted new entertainment and dining venues to the downtown's Central Business District, brought in an estimated \$54 million in new development investment, and facilitated the recertification of Conroe as a Texas Main Street Community and receiving the coveted Cultural District designation by the Texas Commission on the Arts. In January 2023, Robinson retired once again and was elected to the City of Shenandoah's City Council in May 2024. He remains an active member of the Texas City Management Association.





## OFFICIAL BALLOT

### Texas Municipal League (TML) Region 14 Director Election

This is the official ballot for the election of the Region 14 director of the TML Board of Directors. You received this ballot because you are the city's primary contact person with TML. Each TML member city is entitled to one vote, which vote must be cast by a majority vote of the city's governing body. Please record your city's choice by placing an "X" in the square beside the candidate's name or writing in the name of an eligible person in the space provided. You can only vote for one candidate.

The officials listed on this ballot have been nominated to serve a one-year term on the TML Board of Directors. A brief biography for each candidate is included after the ballot.

Ballots must reach the TML office by 5:00 p.m. Central Time on October 23, 2025. Ballots received after this date cannot be counted. **The ballot must be properly signed and mailed to: Rachael Pitts, Texas Municipal League, 1821 Rutherford Lane, Suite 400, Austin, TX 78754, or scanned and emailed to [rpitts@tml.org](mailto:rpitts@tml.org). If the ballot is not signed, it will not be counted.**

#### Region 14 Director (select one)

☐

Sally Branson, Councilmember, Friendswood (Incumbent)

☐

Robin Collins, Mayor, Kemah

☐

Tom Crews, Councilmember, League City

☐

Emmanuel Guerrero, Councilmember, Pasadena

☐

Josh Pratt, Councilmember, Bunker Hill Village

☐

Frank W. Robinson, Councilmember, Shenandoah

#### Certificate

I certify that the vote cast above has been cast in accordance with the will of the majority of the governing body of the city named below.

Witness my hand, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name of Authorized Official

\_\_\_\_\_  
Printed Name of City

[Back](#)

Vote for 1.

Sally Branson (Incumbent) (6 responses)

Robin Collins (0 responses)

Tom Crews (0 responses)

Emmanuel Guerrero (0 responses)

Josh Pratt (0 responses)

Frank W. Robinson (0 responses)

[Refresh results](#)

[Create my own form](#)

---

**Poll: Vote for 1. (Region 14 Ballot)**


---

**From** Rhomari Leigh <rleigh@texascitytx.gov>

**Date** Mon 9/15/2025 11:02 AM

**To** Dedrick Johnson <djohnson@texascitytx.gov>; Thelma Bowie <tbowie@texascitytx.gov>; Abel Garza Jr. <agarza@texascitytx.gov>; DeAndre' Knoxson <dknoxson@texascitytx.gov>; Keith Love <klove@texascitytx.gov>; Chris Sharp <csharp@texascitytx.gov>; Jami Clark <jclark@texascitytx.gov>

**Cc** Jon Branson <jbranson@texascitytx.gov>; Rhomari Leigh <rleigh@texascitytx.gov>

 1 attachment (6 MB)

TML Region 14 Director Ballot.pdf;

Mayor and Commissioners,

Please review the attached Biographies of the six elected officials running to represent Region 14 as the Director of the Board of Directors.

Use the link below to cast your singular vote no later than noon on September 19, 2025. Based on this information, a resolution will be placed on an upcoming Agenda to finalize the submission of Texas City's Ballot.

**Vote for 1. ([View/vote in browser](#))**

Feel free to contact me if you have any questions.



**Rhomari Leigh, TRMC, VDR**

City Secretary  
City of Texas City

1801 9<sup>th</sup> Avenue North  
Texas City, TX 77590  
Office: (409) 643-5916  
Cell: (409) 502-3991

[www.texascitytx.gov](http://www.texascitytx.gov)

**DISCLAIMER:** This email (plus any attachments) is a public record of the City of Texas City and may be subject to public disclosure under the Texas Public Information Act.

**RESOLUTION NO. 2025-102**

**A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN OFFICIAL BALLOT FOR THE TEXAS MUNICIPAL LEAGUE REGION 14 DIRECTOR ELECTION; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

---

**WHEREAS**, the Texas Municipal League (“TML”) is currently holding an election of the Region 14 directors of the TML Board of Directors to serve a one-year term; and

**WHEREAS**, each TML member city is entitled to one vote, which vote must be cast by a majority of the city’s governing body.

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

**SECTION 1:** That the Mayor is hereby authorized to execute the official ballot to vote for the director of the TML Board of Directors to represent Region 14.

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

**PASSED AND ADOPTED this 1st day of October 2025**

---

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

ATTEST:

APPROVED AS TO FORM:

---

Rhomari D. Leigh  
City Secretary

---

Kyle L. Dickson  
City Attorney

## **CITY COMMISSION REGULAR MTG**

(6) (c)

**Meeting Date:** 10/01/2025

Acceptance of FEMA Public Assistance Grant 4798 – Hurricane Beryl

**Submitted For:** Joe Tumbleson, Emergency Management

**Submitted By:** Patricia Mata, Community Development/ Grant Admin

**Department:** Community Development/ Grant Admin

---

### **Information**

#### **ACTION REQUEST**

Consider and take action to authorize the City to formally accept the award of FEMA Public Assistance Grant 4798 for eligible response, recovery, and restoration costs related to Hurricane Beryl damages, and approve the execution of all necessary documents to administer the grant.

#### **BACKGROUND (Brief Summary)**

Hurricane Beryl caused significant damage within the City, resulting in widespread impacts to public facilities, infrastructure, and essential services. Following the disaster declaration, the City became eligible for federal recovery assistance through the Federal Emergency Management Agency's (FEMA) Public Assistance (PA) Grant Program.

The FEMA PA Grant provides reimbursement for eligible response and recovery costs incurred due to the storm, including emergency protective measures, debris removal, and the repair or restoration of public facilities damaged by Hurricane Beryl. Acceptance of this award will allow the City to access federal funds that will aid in covering these disaster-related expenses, reduce the financial burden on local resources, and support the community's long-term recovery.

#### **Projects:**

766276- City-wide Debris Removal

798672-EPM EOC and Generators

800586-Texas City Dike

801330- TC PD, FD, and EDC Building

801335-TC Heights Water Tower, Rainwater Pump Station, Sewer Plantlift Stations

801338-TC Golf Course

812187- Texas City Tennis Courts, Godard Park, and Sanders Community Center.

#### **RECOMMENDATION**

Staff recommends approval to formally accept the FEMA Public Assistance Grant award for Hurricane Beryl recovery efforts.

---

### **Fiscal Impact**

**Funds Available Y/N:** Y

**Amount Requested:** N/A

**Source of Funds:** Grant Reimbursement

**Account #:** 206

**Fiscal Impact:**

Acceptance of this award will allow the City to access federal funds that will aid in covering these disaster-related expenses, reduce the financial burden on local resources, and support the community’s long-term recovery.

---

---

**Attachments**

Resolution

---

---

**RESOLUTION NO. 2025-103**

**A RESOLUTION AUTHORIZING ACCEPTING THE AWARD OF FEMA PUBLIC ASSISTANCE GRANT 4798 AND APPROVING ALL NECESSARY DOCUMENTS TO ADMINISTER THE GRANT; PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

---

**WHEREAS**, Hurricane Beryl caused significant damage within the City, resulting in widespread impacts to public facilities, infrastructure, and essential services. Following the disaster declaration, the City became eligible for federal recovery assistance through the Federal Emergency Management Agency's (FEMA) Public Assistance (PA) Grant Program; and

**WHEREAS**, the FEMA PA Grant provides reimbursement for eligible response and recovery costs incurred due to the storm, including emergency protective measures, debris removal, and the repair or restoration of public facilities damaged by Hurricane Beryl. Acceptance of this award will allow the City to access federal funds that will aid in covering these disaster-related expenses, reduce the financial burden on local resources, and support the community's long-term recovery.

**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, accepts the award of FEMA Public Assistance Grant 4798 for eligible response, recovery, and restoration costs related to Hurricane Beryl damages, and approve the execution of all necessary documents to administer the grant.

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

**PASSED AND ADOPTED this 1st day of October 2025.**

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

ATTEST:

APPROVED AS TO FORM:

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

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

## **CITY COMMISSION REGULAR MTG**

**(6) (d)**

**Meeting Date:** 10/01/2025

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

**Department:** City Secretary

---

### **Information**

#### **ACTION REQUEST**

Consider and take action on Resolution No. 2025-105, appointments and re-appointments of various Boards, Commissions, Committees, etc. (City Secretary)

#### **BACKGROUND (Brief Summary)**

On September 30, 2025, the terms of various members of the City of Texas's Boards, Commissions, and Committees expired. To continue the uninterrupted and efficient operation of the City through its Boards, Commissions, and Committees, it is necessary to appoint or reappoint members to fill these positions. Applications for all City boards can be found on the City's website at: [Boards and Commissions Applications](#)

#### **RECOMMENDATION**

Jerry Newman to the Bayou Golf Board.

Christopher Wilcox and Warner Morales to the Board of Adjustments

Kim Aguirre-Villareal to Keep Texas City Beautiful/ CDBG Advisory Board

Jeana Patterson and Jacinta Temple to Rec & Tour Parks Board.

Travis Beltz - Economic Development Advisory

---

### **Fiscal Impact**

#### **Attachments**

Christopher Wilcox\_Redacted

Jerry Newman\_Redacted

Warner Morales Redacted

Kim Aguirre

Jacinta Temple\_Redacted

Jenna Patterson\_Redacted

Resolution

---





# Texas City

EST. 1911

## CITY OF TEXAS CITY

### APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

Thank you for your interest in volunteering your time and talents to the City of Texas City. Please fill out the below application (required) and attach an updated resume' (optional). As an Applicant for a City Board, Commission, or Committee, your application will be available to the public. You will be contacted before any action is taken on your appointment to confirm your continued interest in serving. All appointments are made by the Texas City Commission. Incumbents whose terms expire are automatically considered for reappointment unless they indicate non-interest or have been appointed to two (2) consecutive terms. A member who is absent for more than 40% of called meetings in any twelve consecutive months, for other than medical reasons, may be removed from service. Applicant must be a citizen of the United States and must reside within the city limits of Texas City unless otherwise stated in the position announcement. Applications will be kept on file for two years and will expire at the end of two years; for instance, an application dated in 2022 will expire in 2024.

Please Type of Print Clearly:

Date: 12/30/2024

Name: Christopher D Wilcox

Phone:

Address:

Phone:

(Home)

City/State/Zip Texas City, TX, 77590

Cell:

(Work)

Email:

I have lived in Texas City 2 years.

I am x am not     a U.S. Citizen

Occupation: Manager of Client Support Services for a Technology Company

Professional and/or Community Activities relative to your desired Board appointment:

I have served on various technology committees, including community-driven initiatives, church-based committees, and customer advisory boards for organizations such as Blockbuster and CDW. My experience encompasses project-based service opportunities, as well as volunteer work focused on prison and domestic violence reform in Romania

Additional Pertinent Information/References:

I am a bass player for our church and an avid fisherman. I am passionate about contributing to the growth of Texas City and aspire to see it become a city of dreams for everyone. Recently, my family and I purchased our first home here. We have six children, three of whom are already grown and have moved out. I look forward to meeting and speaking with you.

**Applications for the following Commission-appointed Boards, Commissions, and Committees will be kept on file in the City Secretary's office (409-643-5916) for two years.**

If you are interested in serving on more than one board, please indicate your preference by numbering in order of preference (i.e., 1, 2, 3, etc.)

Decision-Making Boards and Commissions

- (3) Planning & Zoning Commission
- ( ) Library Board
- (1) TC Economic Development Board
- ( ) TC Cultural Arts Foundation
- ( ) TC Public Facilities Development
- ( ) TC Harbour Foreign Trade Zone
- ( ) TC Historical Preservation Corporation
- (5) TC Industrial Development
- ( ) TC Housing Finance Corporation
- (4) Civil Service
- (2) Recreation and Tourism Board
- ( ) Board of Adjustments- Building & Structure

Meeting Information

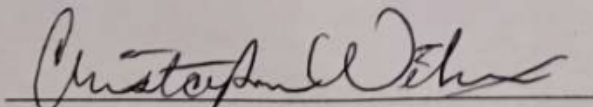
As called in accordance with the Board, Commission, or Advisory Committee's By-laws.

Advisory Committees

- ( ) Bayou Golf Course Advisory Board
- ( ) Housing Authority

\*\*\*\*\*

**I AM INTERESTED IN SERVING ON THE ABOVE-INDICATED BOARDS, COMMISSIONS, AND COMMITTEES.**



Signature of Applicant

Please return this application to:

City Secretary  
City of Texas City  
1801 9th Ave. N.  
Texas City, TX 77590

or

[rleigh@texascitytx.gov](mailto:rleigh@texascitytx.gov)





## CITY OF TEXAS CITY

### APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

Thank you for your interest in volunteering your time and talents to the City of Texas City. Please fill out the below application (required) and attach an updated resume' (optional). As an Applicant for a City Board, Commission, or Committee, your application will be available to the public. You will be contacted before any action is taken on your appointment to confirm your continued interest in serving. All appointments are made by the Texas City Commission. Incumbents whose terms expire are automatically considered for reappointment unless they indicate non-interest or have been appointed to two (2) consecutive terms. A member who is absent for more than 40% of called meetings in any twelve consecutive months, for other than medical reasons, may be removed from service. Applicant must be a citizen of the United States and must reside within the city limits of Texas City unless otherwise stated in the position announcement. Applications will be kept on file for two years and will expire at the end of two years; for instance, an application dated in 2022 will expire in 2024.

Please Type or Print Clearly:

Date: 5/22/25

Name: JERRY NEWMAN

Phone: \_\_\_\_\_

Address: [REDACTED]

(Home)

Phone: \_\_\_\_\_

City/State/Zip TEXAS CITY TX 77590

Cell: [REDACTED] <sup>Work</sup>

Email: [REDACTED]

I have lived in Texas City 13 years.

I am ☒ am not ☐ a U.S. Citizen

Occupation: RETIRED

Professional and/or Community Activities relative to your desired Board appointment: \_\_\_\_\_

PLAYED GOLF AT BAYOU GOLF CLUB SINCE IT OPENED

Additional Pertinent Information/References: \_\_\_\_\_

PLAYED GOLF OVER 50 YEARS

REFERENCE: ABEL GARZA

**Applications for the following Commission-appointed Boards, Commissions, and Committees will be kept on file in the City Secretary's office (409-643-5916) for two years.**

If you are interested in serving on more than one board, please indicate your preference by numbering in order of preference (i.e., 1, 2, 3, etc.)

Decision-Making Boards and Commissions

- ☐ Planning & Zoning Commission
- ☐ Library Board
- ☐ TC Economic Development Board
- ☐ TC Cultural Arts Foundation
- ☐ TC Public Facilities Development
- ☐ TC Harbour Foreign Trade Zone
- ☐ TC Historical Preservation Corporation
- ☐ TC Industrial Development
- ☐ TC Housing Finance Corporation
- ☐ Civil Service
- ☐ Recreation and Tourism Board
- ☐ Board of Adjustments- Building & Structure

Meeting Information

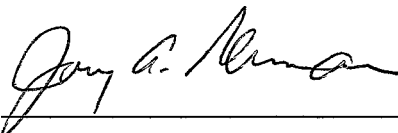
As called in accordance with the Board, Commission, or Advisory Committee's By-laws.

Advisory Committees

- ☒ Bayou Golf Course Advisory Board
- ☐ Housing Authority
- ☐ CDBG Citizen's Advisory Committee
- ☐ Keep Texas City Beautiful

\*\*\*\*\*

**I AM INTERESTED IN SERVING ON THE ABOVE-INDICATED BOARDS, COMMISSIONS, AND COMMITTEES.**



Signature of Applicant

Please return this application to:

City Secretary  
City of Texas City  
1801 9th Ave. N.  
Texas City, TX 77590

or

[rleigh@texascitytx.gov](mailto:rleigh@texascitytx.gov)



# Texas City

EST. 1911

## CITY OF TEXAS CITY

### APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

Thank you for your interest in volunteering your time and talents to the City of Texas City. Please fill out the below application (required) and attach an updated resume' (optional). As an Applicant for a City Board, Commission, or Committee, your application will be available to the public. You will be contacted before any action is taken on your appointment to confirm your continued interest in serving. All appointments are made by the Texas City Commission. Incumbents whose terms expire are automatically considered for reappointment unless they indicate non-interest or have been appointed to two (2) consecutive terms. A member who is absent for more than 40% of called meetings in any twelve consecutive months, for other than medical reasons, may be removed from service. Applicant must be a citizen of the United States and must reside within the city limits of Texas City unless otherwise stated in the position announcement. Applications will be kept on file for two years and will expire at the end of two years; for instance, an application dated in 2022 will expire in 2024.

Please Type or Print Clearly:

Date: 7-16-24

Name: Warner Morales

Phone: [REDACTED]  
(Home)

Address: [REDACTED]

Phone: [REDACTED]  
(Work)

City/State/Zip Texas City, TX 77568

Cell: [REDACTED]

Email: [REDACTED]

I have lived in Texas City 3 years.

I am ☒ am not ☐ a U.S. Citizen

Occupation: Geologist

Professional and/or Community Activities relative to your desired Board appointment:

Lago Martien Run r. Walk club  
Texas Board of Professional Geologists  
National Association of Realtors

Additional Pertinent Information/References:

**Applications for the following Commission-appointed Boards, Commissions, and Committees will be kept on file in the City Secretary's office (409-643-5916) for two years.**

If you are interested in serving on more than one board, please indicate your preference by numbering in order of preference (i.e., 1, 2, 3, etc.)

Decision-Making Boards and Commissions

- ☒ Planning & Zoning Commission
- ☐ Library Board
- ☐ TC Economic Development Board
- ☐ TC Cultural Arts Foundation
- ☐ TC Public Facilities Development
- ☐ TC Harbour Foreign Trade Zone
- ☐ TC Historical Preservation Corporation
- ☐ TC Industrial Development
- ☒ TC Housing Finance Corporation
- ☐ Civil Service
- ☒ Recreation and Tourism Board
- ☐ Board of Adjustments- Building & Structure

Meeting Information

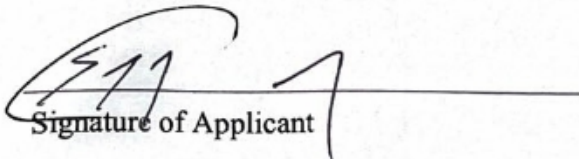
As called in accordance with the Board, Commission, or Advisory Committee's By-laws.

Advisory Committees

- ☐ Bayou Golf Course Advisory Board
- ☒ Housing Authority

\*\*\*\*\*

**I AM INTERESTED IN SERVING ON THE ABOVE-INDICATED BOARDS, COMMISSIONS, AND COMMITTEES.**

  
Signature of Applicant

**RECEIVED**

**By R. Leigh at 8:32 am, Jul 18, 2024**

Please return this application to:

City Secretary  
City of Texas City  
1801 9th Ave. N.  
Texas City, TX 77590

or

[rleigh@texascitytx.gov](mailto:rleigh@texascitytx.gov)





# Texas City

EST. 1911

## CITY OF TEXAS CITY

### APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

Thank you for your interest in volunteering your time and talents to the City of Texas City. Please fill out the below application (required) and attach an updated resume' (optional). As an Applicant for a City Board, Commission, or Committee, your application will be available to the public. You will be contacted before any action is taken on your appointment to confirm your continued interest in serving. All appointments are made by the Texas City Commission. Incumbents whose terms expire are automatically considered for reappointment unless they indicate non-interest or have been appointed to two (2) consecutive terms. A member who is absent for more than 40% of called meetings in any twelve consecutive months, for other than medical reasons, may be removed from service. Applicant must be a citizen of the United States and must reside within the city limits of Texas City unless otherwise stated in the position announcement. Applications will be kept on file for two years and will expire at the end of two years; for instance, an application dated in 2022 will expire in 2024.

Please Type of Print Clearly:

Name: Kim Aguirre-Villarreal

Address: [REDACTED]

City/State/Zip Texas City Tx 7756

Email: Kimvillarreal7@outlook.com

Date: 2/8/24

Phone: 4097958532

Phone: 409384261 (Home) X 5605

Cell: 4097958532 (Work)

I have lived in Texas City 8 years.

I am ☒ am not ☐ a U.S. Citizen

Occupation: Secreetary to Ms. Douglas AP @ Lamarawe

Professional and/or Community Activities relative to your desired Board appointment: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Additional Pertinent Information/References: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Applications for the following Commission-appointed Boards, Commissions, and Committees will be kept on file in the City Secretary's office (409-643-5916) for two years.

If you are interested in serving on more than one board, please indicate your preference by numbering in order of preference (i.e., 1, 2, 3, etc.)

Decision-Making Boards and Commissions

- ☐ Planning & Zoning Commission
- ☐ Library Board
- ☐ TC Economic Development Board
- ☐ TC Cultural Arts Foundation
- ☐ TC Public Facilities Development
- ☐ TC Harbour Foreign Trade Zone
- ☐ TC Historical Preservation Corporation
- ☐ TC Industrial Development
- ☐ TC Housing Finance Corporation
- ☐ Civil Service
- ☒ Recreation and Tourism Board
- ☐ Board of Adjustments- Building & Structure

Meeting Information

As called in accordance with the Board, Commission, or Advisory Committee's By-laws.

Advisory Committees

- ☐ Bayou Golf Course Advisory Board
- ☒ Housing Authority
- ☐ CDBG Citizen's Advisory Committee
- ☒ Keep Texas City Beautiful

\*\*\*\*\*

I AM INTERESTED IN SERVING ON THE ABOVE-INDICATED BOARDS, COMMISSIONS, AND COMMITTEES.

  
Signature of Applicant

**RECEIVED**

By R. Leigh at 10:53 am, Feb 08, 2024

Please return this application to:

City Secretary  
City of Texas City  
1801 9th Ave. N.  
Texas City, TX 77590

or

[rleigh@texascitytx.gov](mailto:rleigh@texascitytx.gov)





## Board Member Election on Disclosure

An appointed Board Member may choose whether or not to allow public access to the information in the custody of the City relating to the Board Member's home address, home telephone number, cellular and pager numbers (if not paid for by City), emergency contact information, personal email address, and information that reveals whether the person has family members.

Each Board Member shall state his/her choice in writing to the City Secretary's Office. If a Board Member elects not to allow public access to this information, the information is protected by Sections 552.024 and 552.117 of the Public Information Act and rulings of the Texas Attorney General. If a Board Member fails to report his/her choice, the information may be subject to public access.

If during the course of their term a Board Member wishes to close or open public access to the information, the individual may request in writing to the City Secretary's Office to close or open access as the case may be. A Board Member may request to close or open public access to the information by submitting a written request to the City Secretary's Office. Only the City Secretary's Office is allowed to disclose the information listed above.

(Please strike through any information that you do not wish to be made accessible to the public)

Please complete the information below and return  
to the City Secretary's Office within fourteen days of receipt.

☒ I **DO** elect public access to my: (please indicate items you would like available, if any)

\_\_\_ home address

\_\_\_ home telephone number

☒ personal email address

☒ cell or pager numbers not paid for by the City

\_\_\_ emergency contact information

\_\_\_ information that reveals whether I have family members.

☐ I **DO NOT** elect public access to my home address, home telephone number, cell or pager numbers, emergency contact information, or any information that reveals whether I have family members.

\_\_\_\_\_  
Board Member's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board Member's Printed Name



## CITY OF TEXAS CITY

### APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

Thank you for your interest in volunteering your time and talents to the City of Texas City. Please fill out the below application (required) and attach an updated resume' (optional). As an Applicant for a City Board, Commission, or Committee, your application will be available to the public. You will be contacted before any action is taken on your appointment to confirm your continued interest in serving. All appointments are made by the Texas City Commission. Incumbents whose terms expire are automatically considered for reappointment unless they indicate non-interest or have been appointed to two (2) consecutive terms. A member who is absent for more than 40% of called meetings in any twelve consecutive months, for other than medical reasons, may be removed from service. Applicant must be a citizen of the United States and must reside within the city limits of Texas City unless otherwise stated in the position announcement. Applications will be kept on file for two years and will expire at the end of two years; for instance, an application dated in 2022 will expire in 2024.

Please Type of Print Clearly:

Date: July 18, 2025

Name: Jacinta Temple

Phone: \_\_\_\_\_  
(Home)

Address: [REDACTED]

Phone: \_\_\_\_\_  
(Work)

City/State/Zip Texas City/TX/77591

Cell: [REDACTED]

Email: [REDACTED]

I have lived in Texas City 4 years.

I am X am not     a U.S. Citizen

Occupation: Registered Nurse

Professional and/or Community Activities relative to your desired Board appointment: I am currently a member of the Galveston County Gulf Coast Black Nurses Assoc., Texas City Mainland Lions Club, Alpha Kappa Alpha Sorority INC., and I serve as a youth matron at Greater Bell Zion Baptist Church in Texas City.

Additional Pertinent Information/References: Winifred Gilmore [REDACTED] Gia Robinson [REDACTED]  
Paul Bland [REDACTED]

**Applications for the following Commission-appointed Boards, Commissions, and Committees will be kept on file in the City Secretary's office (409-643-5916) for two years.**

If you are interested in serving on more than one board, please indicate your preference by numbering in order of preference (i.e., 1, 2, 3, etc.)

Decision-Making Boards and Commissions

- ☐ Planning & Zoning Commission
- ☐ Library Board
- ☐ TC Economic Development Board
- ☐ TC Cultural Arts Foundation
- ☐ TC Public Facilities Development
- ☐ TC Harbour Foreign Trade Zone
- ☐ TC Historical Preservation Corporation
- ☐ TC Industrial Development
- ☐ TC Housing Finance Corporation
- ☐ Civil Service
- ☒ Recreation and Tourism Board
- ☐ Board of Adjustments- Building & Structure

Meeting Information

As called in accordance with the Board, Commission, or Advisory Committee's By-laws.

Advisory Committees

- ☐ Bayou Golf Course Advisory Board
- ☐ Housing Authority
- ☐ CDBG Citizen's Advisory Committee
- ☐ Keep Texas City Beautiful

\*\*\*\*\*

**I AM INTERESTED IN SERVING ON THE ABOVE-INDICATED BOARDS, COMMISSIONS, AND COMMITTEES.**

Jacinta Temple

Signature of Applicant

**RECEIVED**

**By Rhomari Leigh at 3:20 pm, Jul 21, 2025**

Please return this application to:

City Secretary  
City of Texas City  
1801 9th Ave. N.  
Texas City, TX 77590

or

[rleigh@texascitytx.gov](mailto:rleigh@texascitytx.gov)





## Board Member Election on Disclosure

An appointed Board Member may choose whether or not to allow public access to the information in the custody of the City relating to the Board Member's home address, home telephone number, cellular and pager numbers (if not paid for by City), emergency contact information, personal email address, and information that reveals whether the person has family members.

Each Board Member shall state his/her choice in writing to the City Secretary's Office. If a Board Member elects not to allow public access to this information, the information is protected by Sections 552.024 and 552.117 of the Public Information Act and rulings of the Texas Attorney General. If a Board Member fails to report his/her choice, the information may be subject to public access.

If during the course of their term a Board Member wishes to close or open public access to the information, the individual may request in writing to the City Secretary's Office to close or open access as the case may be. A Board Member may request to close or open public access to the information by submitting a written request to the City Secretary's Office. Only the City Secretary's Office is allowed to disclose the information listed above.

**(Please strike through any information that you do not wish to be made accessible to the public)**

Please complete the information below and return  
to the City Secretary's Office within fourteen days of receipt.

☐ I **DO** elect public access to my: (please indicate items you would like available, if any)

\_\_\_ home address

\_\_\_ home telephone number

\_\_\_ personal email address

\_\_\_ cell or pager numbers not paid for by the City

\_\_\_ emergency contact information

\_\_\_ information that reveals whether I have family members.

☒ I **DO NOT** elect public access to my home address, home telephone number, cell or pager numbers, emergency contact information, or any information that reveals whether I have family members.

July 18, 2025

Board Member's Signature

Date

Jacinta Temple

Board Member's Printed Name



# Texas City

EST. 1911

## CITY OF TEXAS CITY

### APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

Thank you for your interest in volunteering your time and talents to the City of Texas City. Please fill out the below application (required) and attach an updated resume' (optional). As an Applicant for a City Board, Commission, or Committee, your application will be available to the public. You will be contacted before any action is taken on your appointment to confirm your continued interest in serving. All appointments are made by the Texas City Commission. Incumbents whose terms expire are automatically considered for reappointment unless they indicate non-interest or have been appointed to two (2) consecutive terms. A member who is absent for more than 40% of called meetings in any twelve consecutive months, for other than medical reasons, may be removed from service. Applicant must be a citizen of the United States and must reside within the city limits of Texas City unless otherwise stated in the position announcement. Applications will be kept on file for two years and will expire at the end of two years; for instance, an application dated in 2022 will expire in 2024.

Please Type or Print Clearly:

Name: Jeana Patterson

Address: [REDACTED]

City/State/Zip Texas City, TX, 77591

Email: [REDACTED]

Date: 12-30-2024

Phone: [REDACTED]

(Home)

Phone: [REDACTED]

Cell: [REDACTED]

I have lived in Texas City 8 years.

I am ☒ am not ☐ a U.S. Citizen

Occupation Customer Service Rep.

Professional and/or Community Activities relative to your desired Board appointment:

I'm on the Party Planning Committee at my job. We are responsible for the Planning and execution of all birthday and holiday Parties, including gifts and budgets for up to 60 people.

Additional Pertinent Information/References:

Melanie Barton - Head of Party Planning Committee. - 310-415-8888  
I'm detail oriented and great with all microsoft applications.

**Applications for the following Commission-appointed Boards, Commissions, and Committees will be kept on file in the City Secretary's office (409-643-5916) for two years.**

If you are interested in serving on more than one board, please indicate your preference by numbering in order of preference (i.e., 1, 2, 3, etc.)

Decision-Making Boards and Commissions

- ☐ Planning & Zoning Commission
- ☐ Library Board
- ☐ TC Economic Development Board
- ☐ TC Cultural Arts Foundation
- ☐ TC Public Facilities Development
- ☐ TC Harbour Foreign Trade Zone
- 3. ☒ TC Historical Preservation Corporation
- ☐ TC Industrial Development
- ☐ TC Housing Finance Corporation
- ☐ Civil Service
- 1. ☒ Recreation and Tourism Board
- ☐ Board of Adjustments- Building & Structure

Meeting Information

As called in accordance with the Board, Commission, or Advisory Committee's By-laws.

Advisory Committees

- 2. ☒ Bayou Golf Course Advisory Board
- ☐ Housing Authority

\*\*\*\*\*

**I AM INTERESTED IN SERVING ON THE ABOVE-INDICATED BOARDS, COMMISSIONS, AND COMMITTEES.**

  
\_\_\_\_\_  
Signature of Applicant

**RECEIVED**

**By R. Leigh at 10:28 am, Apr 08, 2025**

Please return this application to:

City Secretary  
City of Texas City  
1801 9th Ave. N.  
Texas City, TX 77590

or

[rleigh@texascitytx.gov](mailto:rleigh@texascitytx.gov)

**RESOLUTION NO. 2025-105**

**A RESOLUTION TO APPOINT VARIOUS APPLICANTS TO BOARDS, COMMISSIONS, AND COMMITTEES AS RECOMMENDED TO FILL VACANCIES; AND PROVIDING THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

**WHEREAS**, there have been a few vacancies on various boards, commissions, and committees due to personal schedules, health reasons, etc.; and

**WHEREAS**, appointments for these vacancies need to be made so that the City can continue business uninterrupted.

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

**SECTION 1:** It is the recommendation of the City Secretary and the Mayor that the following new appointments be made:

Jerry Newman to the Bayou Golf Board.  
Christopher Wilcox and Warner Morales to the Board of Adjustments  
Kim Aguirre-Villareal to Keep Texas City Beautiful/ CDBG Advisory Board  
Jeana Patterson and Jacinta Temple to the Rec & Tour Parks Board.  
Travis Beltz - Economic Development Advisory

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

**PASSED AND ADOPTED this 1st day of October 2025.**

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

ATTEST:

APPROVED AS TO FORM:

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

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

## **CITY COMMISSION REGULAR MTG**

(7) (a)

**Meeting Date:** 10/01/2025

Stryker Ambulance Equipment Supply & Service Contract

**Submitted For:** Dennis Harris, Fire Department

**Submitted By:** Dennis Harris, Fire Department

**Department:** Fire Department

---

### **Information**

#### **ACTION REQUEST**

A resolution approving the Texas City Fire Department to enter into a three (3) year contract with Stryker Sales, LLC for the service, replacement, and upgrade of certain ambulance and EMS equipment, including Lifepak monitors, LUCAS devices, power load stretchers, and related items.

#### **BACKGROUND (Brief Summary)**

The agreement with Stryker Sales, LLC will allow the Fire Department to address aging EMS equipment and ensure continued reliability of life-saving devices. The contract provides for the replacement of unserviceable monitors and other essential EMS equipment with updated models.

Key terms of the agreement include: (HGAC contract# EE11-24)

- Zero interest financing over a three (3) year term
- Three annual payments of approximately \$437,756
- Coverage for service, replacement, and upgrade of Lifepak monitors, LUCAS devices, power load stretchers, and related EMS equipment
- The Department's current inventory of EMS equipment, including Lifepak monitors, LUCAS devices, and power load stretchers, includes aging and unserviceable units that must be replaced to maintain operational readiness.
- This approach ensures that critical EMS resources remain up to date, safe, and fully operational while spreading costs in a predictable and manageable manner.
- Sole source HGAC vendor

#### **RECOMMENDATION**

It is the recommendation of the Fire Department that the City Commission approve a three (3) year contract with Stryker Sales, LLC for the service, replacement, and upgrade of critical ambulance and EMS equipment, including Lifepak monitors, LUCAS devices, power load stretchers, and related items.

---

### **Fiscal Impact**

**Funds Available Y/N:** Y

**Amount Requested:** \$437,756.32

**Source of Funds:** CAPITAL EQUIPMENT REPLACEMENT FUND

**Account #:** 60220255020

**Fiscal Impact:**



3 annual payments of \$437,756.32.

---

---

**Attachments**

Contract Agreement

Lucas Devise Sole Source Letter

Power Load Sole Source Letter

Resolution

---

---

Date: June 06, 2025

RE: Reference no:2210246974

CITY OF TEXAS CITY  
1725 25TH ST N  
TEXAS CITY, Texas 77590

Thank you for choosing Stryker for your equipment needs. Enclosed please find the documents necessary to enter into the arrangement. Once all of the documents are completed, properly executed and returned to us, we will issue an order for the equipment.

PLEASE COMPLETE ALL ENCLOSED DOCUMENTS TO EXPEDITE THE SHIPMENT OF YOUR ORDER.

- Master Agreement
- Lease Schedule to Master Agreement
- Exhibit A - Detail of Equipment
- Insurance Requirements
- State and Local Government Rider
- Opinion of Counsel
- Vehicle Property Waiver

**\*\*Conditions of Approval: Accounts Payable Contact Information, State and Local Government Rider, Annual payments approved, first due net 30., Opinion of Counsel, Insurance Requirements, Valid Tax Exemption Certificate**

PLEASE PROVIDE THE FOLLOWING WITH THE COMPLETED DOCUMENTS:

Federal Tax ID number:	_____	Accounts Payable contact:	_____
Purchase order number:	_____	Accounts Payable Email:	_____
Upfront payment check number (if applicable):	_____	Accounts Payable Phone:	_____
		Accounts Payable Address:	_____
Administrative Contact(s):			
Administrative contact name:	_____	Administrative contact name:	_____
Email address:	_____	Email address:	_____
Phone number:	_____	Phone number:	_____

Please send completed documents to your Stryker team for processing or fax documents to (877) 204-1332.

If you have any questions regarding these documents, please contact your Stryker team.

The proposal evidenced by these documents is valid through the last business day of June, 2025

Sincerely,  
Flex Financial, a division of Stryker Sales, LLC

Notice: To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for you: When you open an account or add any additional service, we will ask you for your name, address, federal employer identification number and other information that will allow us to identify you. We may also ask to see other identifying documents. For your records, the federal employer identification number for Flex Financial, a Division of Stryker Sales, LLC is 38-2902424.

Owner:  
Flex Financial, a division of Stryker Sales, LLC  
1941 Stryker Way  
Portage, MI 49002

Customer:  
CITY OF TEXAS CITY  
1725 25TH ST N  
TEXAS CITY, Texas 77590

**1. Master agreement.** The undersigned Customer ("Customer") unconditionally and irrevocably agrees with the above referenced Owner (together with all of its successors and Assignees, collectively, "Owner") to use or acquire, as applicable, the equipment and other personal property and services, if any (together with all additions and attachments to it and all substitutions for it, collectively, the "Equipment") described in each Equipment Schedule referencing this Agreement (which may be in the form of an Equipment Lease Schedule, Equipment Rental Schedule, Equipment Use Schedule, Fee Per Disposable Schedule, Fee Per Implant Schedule, Equipment Purchase Schedule or other schedule referencing this Agreement, each, together with any attachments thereto, an "Equipment Schedule") and purchased from the Supplier(s) noted in the applicable Equipment Schedule (each a "Supplier"). Each Equipment Schedule shall incorporate by reference all of the terms of this Agreement and shall constitute a separate agreement (each such Equipment Schedule, together with such incorporated terms of this Agreement, collectively, a "Schedule") that is assignable separately from each other Schedule. In the event of a conflict between this Agreement and the terms of an Equipment Schedule, the terms of the Equipment Schedule shall prevail. No provision of a Schedule may be amended except in a writing signed by Owner's and Customer's duly authorized representatives.

**2. Risk of loss.** Effective upon delivery to Customer and continuing until the Equipment is returned to Owner in accordance with the terms of each Schedule, Customer shall bear all risks of loss or damage to the Equipment and if any loss occurs Customer is nevertheless required to satisfy all of its obligations under each Schedule.

**3. Payments/fees.** All periodic payments, "Semi-Annual Differential" (if a Fee Per Disposable Schedule or Fee Per Implant Schedule) and other amounts due from Customer to Owner under a Schedule are collectively referred to as "Payments". Unless otherwise instructed by Owner in writing, all Payments shall be made to Owner's address in the applicable Schedule. Any payment by or on behalf of Customer that purports to be payment in full for any obligation under any Schedule may only be made after Owner's prior written agreement to accept such payment amount. If Customer fails to pay any amount due under a Schedule within ten (10) days after its due date, Customer agrees to pay a late charge equal to (as reasonable liquidated damages and not as a penalty) five percent (5%) of the amount of each such late payment. If any check or funds transfer request for any Payment is returned to Owner unpaid, Customer shall pay Owner a service charge of \$55 for each such returned check or request. Customer authorizes Owner to adjust the Payments at any time if taxes included in the Payments differ from Owner's estimate. Customer agrees that the Payments under a Schedule were calculated by Owner based, in part, on an interest rate equivalent as quoted on Bloomberg under the SOFR Swap Rate, that would have a repayment term equivalent to the initial term (or an interpolated rate if a like-term is not available) as reasonable determined by us (and if the SOFR Swap Rate is no longer provided by Bloomberg, such rate shall be determined in good faith by Owner from such sources as Owner shall determine to be comparable to Bloomberg [or any successor]), and in the event the date the Equipment is delivered to Customer under any Schedule is more than 30 days after Owner sends the Schedule to Customer, Owner may adjust the Payments once to compensate Owner, in good faith, for any increase in such rate. "SOFR" with respect to any day means the secured overnight financing rate published for such day by the Federal Reserve Bank of New York, as the administrator of the benchmark, (or a successor administrator) on the Federal Reserve Bank of New York's website as quoted by Bloomberg.

**4. Equipment.** Customer shall keep the Equipment free of liens, claims and encumbrances, and shall not modify, move, sell, transfer, or otherwise encumber any Equipment or permit any Equipment to be used by others or become attached to any realty, in each case without the prior written consent of Owner, which consent shall not be unreasonably withheld. Any modification or addition to any Equipment shall automatically become the sole property of Owner, unless the Schedule is an Equipment Purchase Schedule or Customer selects \$1.00 Buyout for any Schedule. Owner shall have the right to enter Customer's premises during business hours to inspect any Equipment and observe its use upon at least one (1) day's prior written or verbal notice. Customer shall comply with all applicable laws, rules and regulations concerning the operation, ownership, use and/or possession of the Equipment.

**5. Obligations absolute.** Customer's Payments and other obligations under each Schedule are absolute and unconditional and non-cancelable regardless of any defect or damage to the Equipment (or Disposables/Implants, if applicable) or loss of possession, use or destruction of the Equipment (or Disposables/Implants, if applicable) and are not subject to any set-offs, recoupment, claims, abatements or defenses, provided that neither this Agreement nor any Equipment Schedule shall impair any express warranties or indemnifications, written service agreements or other obligations of Stryker Corporation or any of its subsidiaries to Customer regarding the Equipment and Owner hereby assigns all of its rights in any Equipment warranties to Customer. Customer waives all rights to any indirect, punitive, special or consequential damages in connection with the Equipment or any Schedule.

**6. Use/assignment/disclaimers.** All Equipment shall be used solely for business purposes, and not for personal or household use. Customer shall maintain the Equipment in good repair in accordance with the instructions of the Supplier so that it shall be able to operate in accordance with the manufacturer's specifications. **CUSTOMER SHALL NOT TRANSFER OR ASSIGN ANY OF ITS RIGHTS OR OBLIGATIONS UNDER ANY SCHEDULE OR EQUIPMENT** without Owner's prior written consent, which consent shall not be unreasonably withheld. Customer shall promptly notify Owner in writing of any loss or damage to any Equipment. Owner shall own the Equipment (unless the Schedule is an Equipment Purchase Schedule or Customer selects \$1.00 Buyout for any Schedule). Owner may sell, assign, transfer or grant a security interest to any third party (each, an "Assignee") in any Equipment, Payments and/or Schedule, or interest therein, in whole or in part, without notice to or consent by Customer. Customer agrees that Owner may assign its rights under and/or interest in each Schedule and the related Equipment to an Assignee immediately upon or any time after Owner's acceptance of each Schedule and upon such assignment, Customer consents to such assignment and acknowledges that references herein to "Owner" shall mean the Assignee. No Assignee shall assume or be liable for any of the Original Owner's (as defined below) obligations to Customer even though an Assignee may continue to bill and collect all of Customer's obligations under this Agreement in the name of "Flex Financial, a division of Stryker Sales, LLC." Customer acknowledges that such Assignee is not the manufacturer or supplier of any Equipment and is not responsible for its delivery, installation, repair, maintenance or servicing and no Assignee shall have any obligations or liabilities of any kind whatsoever concerning or relating to the Equipment. Customer has selected each Supplier and manufacturer and all of the Equipment. Neither the Original Owner, Supplier nor any manufacturer is an agent of any Assignee, and no representative of the Original Owner, manufacturer or any Supplier is authorized to bind any Assignee for any purpose or make any representation on Assignee's behalf. Customer agrees to look only to Stryker Sales, LLC (the "Original Owner"), the Supplier(s) or the manufacturer(s) for any defect or breach of warranty regarding the Equipment. **AS TO ANY ASSIGNEE, CUSTOMER TAKES AND USES THE EQUIPMENT ON AN "AS-IS", "WHERE-IS" BASIS. ASSIGNEE MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, REGARDING ANY EQUIPMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT, IF ANY, THAT CUSTOMER HAS ANY CLAIMS, RIGHTS OR DEFENSES AGAINST THE ORIGINAL OWNER, ANY MANUFACTURER AND/OR ANY SUPPLIER, CUSTOMER SHALL RAISE SUCH CLAIMS, RIGHTS OR DEFENSES ONLY AGAINST THE ORIGINAL OWNER, MANUFACTURER OR SUPPLIER AND NOT AGAINST ASSIGNEE AND SHALL NONE-THE-LESS PAY ALL PAYMENTS AND OTHER AMOUNTS DUE UNDER A SCHEDULE TO THE ASSIGNEE ON THEIR RESPECTIVE DUE DATES WITHOUT ANY DEFENSE, RECOUPMENT, SETOFF, ABATEMENT, CLAIM OR COUNTERCLAIM OF ANY NATURE. THE ORIGINAL OWNER (INCLUDING FLEX FINANCIAL, A DIVISION OF STRYKER SALES, LLC) MAKES NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY EQUIPMENT.**

**7. Insurance/indemnification.** Customer shall at all times maintain and provide Owner with certificates of insurance evidencing (i) third-party general liability insurance (covering death and personal injury and damage to third party property) with a minimum limit of \$1 million combined single limit per occurrence and (ii) property insurance covering the Equipment against fire, theft, and other loss, damage or casualty for the full replacement value of the Equipment in each case with insurers acceptable to Owner. Such policies shall list Owner and each Assignee as an additional insured and sole loss payee, as applicable, for such insurance. Such insurance policies shall require the insurer to provide Owner with at least 30 days' prior written notice of any material change in or cancellation of the insurance. In the event that Owner determines that the insurance is not in effect, Owner may (but shall not be required to) obtain such insurance and add an insurance fee (which may include a profit) to the amounts due from Customer under the applicable Schedule. Upon any loss or damage to any Equipment, Customer shall continue to pay all Payments due under the related Schedule for the remainder of its term and shall, at Owner's sole election, either repair such



Equipment or replace it with comparable equipment satisfactory to Owner. Proceeds of insurance shall be paid to Owner with respect to any Equipment loss, damage, theft or other casualty and shall, at the election of Owner, be applied either to the repair of the Equipment by payment by Owner directly to the party completing the repairs, or to the reimbursement of Customer for the cost of such repairs; provided, however, that Owner shall have no obligation to make such payment or any part thereof until receipt of such evidence as Owner shall deem satisfactory that such repairs have been completed and further provided that Owner may apply such proceeds to the payment of any Payments or other sum due or to become due hereunder if at the time such proceeds are received by Owner there shall have occurred any Event of Default or any event which with lapse of time or notice, or both, would become an Event of Default. To the extent not expressly prohibited by applicable law, Customer will reimburse and defend Owner, including each Assignee for and against any losses, injuries, damages, liabilities, expenses, claims or legal proceedings asserted against or incurred by Owner, including any Assignee, relating to the Equipment and which relate to or arise out of Customer's act or omission or the act or omission of Customer's agents or employees or others (excluding Owner) with access to the Equipment. All Taxes and indemnity obligations shall survive the termination, cancellation or expiration of a Schedule.

**8. UCC filings.** CUSTOMER WAIVES ANY AND ALL RIGHTS AND REMEDIES GRANTED TO CUSTOMER BY SECTIONS 2A-508 THROUGH 2A-522 OF THE UNIFORM COMMERCIAL CODE ("UCC"). If and to the extent that this Agreement or a Schedule is deemed a security agreement (or if the Schedule is an Equipment Purchase Schedule or Customer selects \$1.00 Buyout for any Schedule), Customer hereby grants to Owner, its successors and assigns, a security interest in all of Customer's rights under and interest in the Equipment, all additions to the Equipment and all proceeds of the foregoing. Such security interest secures all Payments and other obligations owing by Customer to Owner under the applicable Schedule. Customer authorizes Owner and any Assignee to file UCC financing statements disclosing Owner's or Assignee's interest in the Equipment. Customer shall provide Owner with at least 45 days' prior written notice of any change to Customer's principal place of business, organization or incorporation.

**9. Taxes.**

(a) Reporting and Payment. If permitted by applicable law and except as noted below, Owner shall pay when and as due all sales, use, property, excise and other taxes, and all license and registration fees now or hereafter imposed by any governmental body or agency upon any Schedule or the ownership, use, possession, or sale of the Equipment, together with all interest and penalties for their late payment or non-payment ("Taxes"). Customer shall indemnify and hold Owner harmless from any such Taxes. Owner shall prepare and file all tax returns relating to Taxes for which Owner is responsible hereunder or which Owner is permitted to file under the laws of the applicable taxing jurisdiction. Except with respect to Equipment subject to an Equipment Purchase Schedule or \$1.00 Buyout, Customer will not list any of the Equipment for property tax purposes or report any property tax assessed against the Equipment. Upon receipt of any tax bill pertaining to the Equipment from the appropriate taxing authority, Owner will pay such tax and will invoice Customer for the expense. Upon receipt of such invoice, Customer will promptly reimburse Owner for such expense. If the Equipment is subject to an Equipment Purchase Schedule or \$1.00 Buyout, Customer shall report and pay all applicable property taxes on such Equipment. Nothing in this Subsection shall be deemed to prohibit Customer from reporting, for informational purposes only and to the extent required under applicable law, that it uses the Equipment.

(b) Tax Ownership.

(i) If Customer selects \$1.00 Buyout for any Schedule, the parties intend that Customer shall be considered the owner of the Equipment for tax purposes; provided, however, that Owner shall not be deemed to have violated this Agreement or any Schedule by taking a tax position inconsistent with the foregoing to the extent such a position is required by law or is taken though inadvertence so long as such inadvertent tax position is reversed by Owner promptly upon its discovery.

(ii) If Customer selects the Fair Market Value Option or the Fixed Purchase Option for any Schedule, the parties intend that the Schedule will not be a "conditional sale", and that Owner shall at all times and for all purposes be considered the owner of the Equipment (including for income taxes purposes), and that such Schedule will convey to Customer no right, title or interest in any of the Equipment excepts the right to use the Equipment as described in the Schedule. Customer will not take any actions or positions inconsistent with treating Owner as the owner of the Equipment on or with respect to any income tax return. Should either the United States government (or agency thereof) or any state or local tax authority disallow, eliminate, reduce, recapture, or disqualify, in whole or in part, the Equipment tax benefits claimed under a Schedule by Owner as a result of any act or omission of Customer (collectively, "Tax Loss"), to the extent not prohibited by applicable law, Customer will indemnify Owner (on a net after tax basis) against all Tax Losses suffered, including the amount of any interest or penalties which might be assessed on Owner by the governmental authority(ies) with respect to such Tax Loss. All references to Owner in this Section include Owner and the consolidated taxpayer group of which Owner is a member. All of Owner's (including any Assignee's) rights, privileges and indemnities contained in this Section shall survive the expiration or other termination of this Agreement. The rights, privileges and indemnities contained herein are expressly made for the benefit of, and shall be enforceable by Owner (including any Assignee), or its respective successors and assigns.

**10. Facsimile copies.** Owner may from time to time, in its sole discretion, accept a photocopy or facsimile of this Agreement and/or any Schedule (bearing a photocopied or electronically transmitted copy of Customer's signature) as the binding and effective record of such agreement(s) whether or not an ink signed counterpart thereof is also received by Owner from Customer, provided, however, that no Schedule shall be binding on Owner unless and until executed by Owner. Any such photocopy or electronically transmitted facsimile received by Owner shall when executed by Owner, constitute an original document for the purposes of establishing the provisions thereof and shall be legally admissible under the "best evidence rule" and binding on Customer as if Customer's manual ink signature was personally delivered.

**11. Notices.** All notices required or provided for in any Schedule, shall be in writing and shall be addressed to Customer or Owner, as the case may be, at its address set forth above or such other address as either such party may later designate in writing to the other party. Such notice shall be considered delivered and effective: (a) upon receipt, if delivered by hand or overnight courier, or (b) three (3) days after deposit with the U.S. Postal Service, if sent certified mail, return receipt requested with postage prepaid. No other means of delivery of notices shall be permitted.

**12. Default; remedies.** Customer will be in "default" under a Schedule, if any one or more of the following shall occur: (a) Customer or any Guarantor of any Schedule ("Guarantor") fails to pay Owner any Payment due under any Schedule within ten (10) days after it is due, or (b) Customer or any such Guarantor breaches any other term of any Schedule, or (c) Customer or any such Guarantor makes any misrepresentation to Owner, or (d) Customer or any such Guarantor fails to pay any other material obligation owed to Owner, any of Owner's affiliates, or any other party, or (e) Customer or any such Guarantor shall consent to the appointment of a receiver, trustee or liquidator of itself or a substantial part of its assets, or (f) there shall be filed by or against Customer or any such Guarantor a petition in bankruptcy, or (g) Customer's articles of incorporation or other formation documents shall be amended to change Customer's name and Customer fails to give Owner written notice of such change (including a copy of any such amendment) on or before the date such amendment becomes effective, or (h) Customer's legal existence in its state of incorporation or formation shall have lapsed or terminated, or (i) Customer shall dissolve, sell, transfer or otherwise dispose of all or substantially all of its assets, without Owner's prior written consent, which consent shall not be unreasonably withheld, or (j) without prior written consent of Owner, which consent shall not be unreasonably withheld, Customer merges or consolidates with any other entity and Customer is not the survivor of such merger or consolidation. Upon default, Owner may do any one or more of the following: (1) recover from Customer the sum of (A) any and all Payments, late charges and other amounts then due and owing under any or all Schedules, (B) accelerate and collect the unpaid balance of the remaining Payments scheduled to be paid under any or all Schedules, together with Owner's anticipated residual interest in any or all Equipment subject to them, both discounted to present value at a rate of 3% per annum, and (C) Owner's related reasonable attorneys' fees, collection costs and expenses; (2) enter upon Customer's premises and take possession of any or all of such Equipment; (3) terminate any or all Schedules; and/or (4) utilize any other right or remedy provided by applicable law. Customer shall also pay to Owner interest on all unpaid amounts due under a Schedule from the due date of such amounts until paid in full, at a rate per annum equal to the lower of 1-1/2% per month or the highest rate of interest permitted by applicable law (the "Default Interest Rate"). In the event the Equipment is returned or repossessed by Owner, Owner will, if commercially reasonable, sell or otherwise dispose of the Equipment, with notice as required by law, and apply the net proceeds after deducting the costs and expenses of such sale or other disposition, to Customer's obligations hereunder with Customer remaining liable for any deficiency and with any excess being retained by Owner or applied as required by law. If Customer fails to perform or comply with any of its agreements or obligations, Owner may perform or comply with such agreements or obligations in its own name or in Customer's name as attorney-in-fact and the amount of any payments and expenses of Owner incurred in connection with such performance or compliance, together with interest thereon at the Default Interest Rate, shall be payable by Customer to Owner upon demand. No express or implied waiver by Owner of any default or breach of Customer's obligations hereunder shall constitute a waiver of any other default or breach of Customer's obligations hereunder.



**13. Miscellaneous.** All Schedules shall be binding on Customer's successors and permitted assigns, and shall be for the benefit of Owner and its successors and Assignees. **EACH SCHEDULE SHALL BE GOVERNED BY THE LAWS OF MICHIGAN, WITHOUT REGARD TO ITS PRINCIPLES OF CONFLICT OF LAWS OR CHOICE OF LAW. THE PARTIES WAIVE THE RIGHT TO A JURY TRIAL IN ANY ACTION OR PROCEEDING RELATING TO ANY SCHEDULE OR EQUIPMENT.** The parties do not intend to exceed any applicable usury laws. If for any reason a Schedule is held to constitute a loan of money, any amounts payable under such Schedule in excess of the applicable highest lawful rate of interest shall be deemed a prepayment of any principal amount due under the Schedule and, if such principal is paid in full, such excess amounts shall be immediately refunded to Customer. Customer agrees that it shall upon request from Owner, promptly provide to Owner a copy of Customer's most recent annual financial statements and any other financial information of Customer (including interim financial statements) that Owner may request. Customer authorizes Owner to share such information with Owner's affiliates for purposes of credit approval. Customer expressly authorizes credit reporting agencies and other persons to furnish credit information to Owner and its Assignees (and prospective Assignees), separately or jointly with other creditors or Owners, for use in connection with this Agreement or any Schedule. Customer agrees that Owner may provide any information or knowledge Owner may have about Customer or about any matter relating to this Agreement or any Schedule to any one or more Assignees (and prospective Assignees). Owners and joint users of such information are authorized to receive and exchange credit information and to update such information as appropriate during the term of this Agreement and each Schedule. Information about Customer may be used for marketing and administrative purposes and shared with Owner's affiliates. Customer may direct Owner not to share that information (except transaction and experience information and information needed for credit approval) with Owner's affiliates by writing to the Owner's address referenced above. This Agreement will not be valid until accepted by Owner (as evidenced by Owner's signature below). Customer represents and warrants to Owner, that effective on the date on which Customer executes this Agreement and each Schedule: (i) if Customer is a partnership, corporation, limited liability company or other legal entity, the execution and delivery of this Agreement and each Schedule and the performance of Customer's obligations hereunder and thereunder have been duly authorized by all necessary action on the part of the Customer; (ii) the person signing this Agreement and each Schedule on behalf of Customer is duly authorized; (iii) all information provided by Customer to Owner in connection with this Agreement and each Schedule is true and correct; and (iv) this Agreement and each Schedule constitute legal, valid and binding obligations of Customer, enforceable against Customer in accordance with their terms. This Agreement and each Schedule may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing or manual signing of any Schedule by Customer and when manually countersigned by Owner or attached to Owner's original signature counterpart shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof; provided, however, that: (i) if a Schedule constitutes "electronic chattel paper" or "an electronic record evidencing chattel paper" under the UCC and both Owner and Customer have signed electronically, the version identified by Owner as the "single authoritative copy" is the chattel paper for purposes of perfection by control and (ii) the Agreement may be signed electronically by both parties. . Customer agrees not to raise as a defense to the enforcement of this Agreement or any related documents hereto the fact that such documents were executed by electronic means. Any provision of a Schedule which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions of the Schedule, and any such unenforceability in any jurisdiction shall not render unenforceable such provision in any other jurisdiction. Paragraph headings are for convenience only, are not part of the Schedule and shall not be deemed to affect the meaning or construction of any of the provisions hereof. Customer has not received any tax or accounting advice from Owner. This Agreement, any Schedules, any attachments to this Agreement or any Schedules and any express warranties made by Stryker Sales, LLC constitute the entire agreement between the parties hereto regarding the Equipment and its use and possession and supersede all prior agreements and discussions regarding the Equipment and any prior course of conduct. There are no agreements, oral or written, between the parties which are contrary to the terms of this Agreement and such other documents.

**CUSTOMER HAS READ THIS AGREEMENT AND EACH SCHEDULE BEFORE SIGNING IT.**

Customer signature	
Signature:	Date:
Print name:	
Title:	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	Date:
Print name:	
Title:	



# EQUIPMENT SCHEDULE NO. 001 TO MASTER AGREEMENT NO.2210246974

## (Equipment Lease Schedule)

Owner: Flex Financial, a division of Stryker Sales, LLC 1941 Stryker Way Portage, MI 49002	Customer: CITY OF TEXAS CITY 1725 25TH ST N TEXAS CITY, Texas 77590
---	--

Supplier: Stryker Sales, LLC, 3800 E. Centre Avenue, Portage, MI 49002

**Equipment description:** see part I on attached Exhibit A  
(and/or as described in invoice(s) or equipment list attached hereto and made a part hereof collectively, the "Equipment")

**Equipment Location:** 1725 25TH ST N, TEXAS CITY, Texas 77590

**Schedule of periodic rent payments:**

3 Annual payments of \$437,756.32 (Plus Applicable Sales/Use Tax)

<b>Term in months:</b> 25	Minimum monthly uses: <u>n/a</u>	Fee per use: <u>n/a</u>
---------------------------	----------------------------------	-------------------------

**Purchase term (If blank, the Fair Market Value Option will be deemed chosen):** \$1 Buyout Option

**TERMS AND CONDITIONS**

**1. Lease agreement/term/acceptance/payments.** The undersigned Customer ("Customer") unconditionally and irrevocably agrees to lease from the Owner whose name is listed above ("Owner") the Equipment described above, on the terms specified in this Schedule, including all attachments to this Schedule and in the Master Agreement referred to above (as amended from time to time, the "Agreement"). Except as modified herein, the terms of the Agreement are hereby ratified and incorporated into this Schedule as if set forth herein in full, and shall remain fully enforceable throughout the Term of this Schedule (as defined below). Capitalized terms used and not otherwise defined in this Schedule have the respective meanings given to those terms in the Agreement. The term of this Schedule ("Term") shall start on the day the Equipment is delivered to Customer and shall continue for the number of months set forth above beginning with the Rent Commencement Date (as defined below). Customer shall be deemed to have accepted the Equipment for lease under this Schedule on the date that is ten (10) days after the date it is shipped to Customer by the Supplier ("Acceptance Date") and, at Owner's request, Customer shall confirm for Owner such acceptance in writing. **No acceptance of any item of Equipment may be revoked by Customer.** The Periodic Rent Payments described above ("Periodic Rent") shall be paid commencing on (i) the first day of the month following the month in which the Acceptance Date occurs, if the Acceptance Date is on or before the 15th of the month, or (ii) the first day of the second month following the month in which the Acceptance Date occurs, if the Acceptance Date is after the 15th day of the month ("Rent Commencement Date"). Unless otherwise instructed by Owner in writing, all Periodic Rent and other amounts due hereunder shall be made to Owner's address above. Any payment by or on behalf of Customer that purports to be payment in full for any obligation under this Schedule may only be made after Owner's prior written agreement to accept such payment amount. Periodic Rent is due monthly beginning on the Rent Commencement Date and continuing on the same day of each consecutive month thereafter during the Term regardless of whether or not Customer receives an invoice for it. The Minimum Monthly Uses and Fee Per Use described above shall not affect the amount of any monthly payment.

**2. Purchase terms/return of equipment.** If either the Fair Market Value Option or the Fixed Purchase Option applies to this Schedule, upon expiration of the Term and provided that this Schedule has not been terminated early and Customer is in compliance with this Schedule in all respects, Customer may upon at least 90 but not more than 180 days prior written notice to Owner exercise the applicable purchase option and upon the giving of such notice Customer shall be irrevocably and unconditionally obligated to purchase all (but not less than all) of the Equipment for the purchase amount shown above (plus all applicable Taxes), which amount shall be due and payable upon the expiration of the Term of this Schedule. If the \$1.00 Buyout applies to this Schedule, upon expiration of the Term, Customer shall pay all amounts owed by Customer hereunder but unpaid as of such date and \$1.00 (plus all applicable Taxes). Any purchase of the Equipment by Customer pursuant to a purchase option or \$1.00 Buyout shall be "AS IS, WHERE IS", without representation or warranty of any kind from Owner. "Fair Market Value" shall be the amount determined by Owner as the fair market value of the Equipment on the basis of an arms-length sale between an informed and willing buyer who is currently in possession of the Equipment and a willing Seller under no compulsion to sell. Upon (x) any early termination of this Schedule or (y) the expiration of the Term of this Schedule and Customer has not exercised any option to purchase available to it under the terms of this Schedule, if any, the \$1.00 Buyout does not apply and Customer has given Owner at least 90 days but not more than 180 days written notice by certified mail prior to the end of the Term (the "Return Notice") that Customer will return the Equipment to Owner, Customer shall at its expense, pack and insure the related Equipment and send it freight prepaid to a location designated by Owner in the contiguous 48 states of the United States. If Customer fails to give the Return Notice or the Return Notice is not sent timely, the Term will be automatically extended (upon the same terms and payments) until the first Periodic Rent Payment date which is more than 90 days after Customer has given Owner written notice by certified mail that Customer will return the Equipment to Owner and at the end of such extended Term, Customer shall return the Equipment as described above. All Equipment upon its return to Owner shall be in the same condition and appearance as when delivered to Customer, excepting only reasonable wear and tear from proper use and all such Equipment shall be eligible for manufacturer's maintenance. If Customer fails to return the Equipment as and when required, Customer shall continue to remit Periodic Rent ("Remedial Payments") to Owner on the dates such payments would be payable under this Schedule as if this Schedule had not expired or terminated.

**3. Miscellaneous.** If Customer fails to pay (within thirty days of invoice date) any freight, sales tax or other amounts related to the Equipment which are not financed hereunder and are billed directly by Owner to Customer, such amounts shall be added to the Periodic Rent Payments set forth above (plus interest or additional charges thereon) and Customer authorizes Owner to adjust such Periodic Rent Payments accordingly. If the Fair Market Value Option or Fixed Purchase Option applies to this Schedule, Customer agrees that this Schedule is intended to be a "finance lease" as defined in §2A-103(1)(g) of the Uniform Commercial Code. This Schedule will not be valid until signed by Owner. Customer acknowledges that Customer has not received any tax or accounting advice from Owner. If Customer is required to report the components of its payment obligations hereunder to certain state and/or federal agencies or public health coverage programs such as Medicare, Medicaid, SCHIP or others, and such amounts are not adequately disclosed in any attachment hereto, then Stryker Sales, LLC will, upon Customer's written request, provide Customer with a detailed outline of the components of its payments which may include equipment, software, service and other related components. This Schedule may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing or manual signing of this Schedule by Customer and when manually countersigned by Owner or attached to Owner's original signature counterpart shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof; provided, however, that if this Schedule constitutes "electronic chattel paper" or "an electronic record evidencing chattel paper" under the UCC and both Owner and Customer have signed electronically, the version identified by Owner as the "single authoritative copy" is the chattel paper for purposes of perfection by control.

**CUSTOMER HAS READ (AND UNDERSTANDS THE TERMS OF) THIS SCHEDULE BEFORE SIGNING IT:**

\*Signature page to follow\*

Customer signature	
Signature:	Date:
Print name:	
Title:	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	Date:
Print name:	
Title:	

# Exhibit A to Lease Schedule001 to Master Agreement No.2210246974

## Description of equipment

**Customer name:** CITY OF TEXAS CITY

**Delivery Location:** 1725 25TH ST N, TEXAS CITY,Texas , 77590

### Part I - Equipment/Service Coverage (if applicable)

Model number	Equipment description	Quantity
70335-000042	LP35,EN-US,MAS-SP/CO,MED-CO2,SUN-NIBP,12L,WIFI/CELL/LN/CPRIN,STD,BT	11
11335-000001	BATTERY, LI-ION, WITH IFU, LP35	11
11140-000102	CHARGER, BATTERY, LP35	11
11140-000131	POWER CORD,C13 ST,10FT,HOSPITAL GRADE	11
11160-000011	NIBP CUFF-REUSEABLE,INFANT, BAYONET	11
11160-000013	NIBP CUFF-REUSEABLE,CHILD, BAYONET	11
11160-000019	NIBP CUFF- REUSEABLE,X-LARGE ADULT, BAYONET	11
21300-008159	NIBP - TUBING, 6FT, BAYONET, UDI	11
11996-000455	SENSOR,SPO2, RDSETDCI-P,PEDS,REUSE,3FT,MASIMO	11
11996-000456	SENSOR,SPO2, RDSET DCI,ADULT,REUSE,3FT,MASIMO	11
11996-000519	SENSOR,LNCS-II RAINBOW DCI 8-LAMBDA SPCO,ADULT M	11
11996-000520	SENSOR, LNCS-II RAINBOWDCIP 8-LAMBDA SPCO, PEDI	11
11260-000073	KIT, SHOULDER STRAP, LP35	11
11335-000008	KIT, STORAGE BAGS, LP35	11
11111-000041	ASSY, CABLE, ECG, 15 LEAD, 3 WIRE PRECOR	11
11330-000026	ASSY, DOCKING STATION, LP35	11
11335-000005	KIT, PRINTER, LP35	11
11150-000020	KIT, MODEM, NA, LP35	11
99576-000063	LUCAS 3, 3.1, IN SHIPPING BOX, EN	4
11576-000060	LUCAS BATTERY CHARGER,MAINS PLUG,US-CAN-JA	4
11576-000071	LUCAS POWER SUPPLY WITHCORD,REDEL,CANADA,US	4
11576-000080	BATTERY,LUCAS,DARK GRAY	4
11576-000048	LUCAS CAR CABLE	4
639005550001	MTS POWER LOAD	6
TR-LP15V2-LP35	TRADE IN LP15 V2 FOR LP35	7

**Total equipment:** \$1,021,141.00

### Service coverage:

Model number	Service coverage description	Quantity	Years
81000001	EMS LIFENET PRO TIER 1	1	8.00
LIFEPK35-FLD-PRO	ProCare-SVC-LP35-FIELD-REPAIR	11	7.00
LUCAS-FLD-PROCARE	PROCARE-SVC-LUCAS-FIELD-REPAIR	4	7.00
POWERLOAD-PROCARE	PROCARE-SVC-POWER-LOAD	6	6.00

**Total service coverage:** \$275,404.50

**Freight:** \$16,723.46

**Total Amount:** \$1,313,268.96

<b>Customer signature</b>		<b>Accepted by Flex Financial, a division of Stryker Sales, LLC</b>	
<b>Signature:</b>	<b>Date:</b>	<b>Signature:</b>	<b>Date:</b>
<b>Print name:</b>		<b>Print name:</b>	
<b>Title:</b>		<b>Title:</b>	



## Insurance requirements

<b>Customer name:</b>	CITY OF TEXAS CITY
<b>Customer address:</b>	1725 25TH ST N, TEXAS CITY, Texas 77590
<b>Agreement no.:</b>	2210246974-001
<b>Equipment location:</b>	1725 25TH ST N, TEXAS CITY, Texas 77590
<b>Equipment description:</b>	Medical Equipment
<b>Insurable value:</b>	\$1,021,141.00

Please complete the following or provide copies of property and general liability insurance certificates.

Agency name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone no.: \_\_\_\_\_ Email address: \_\_\_\_\_

Contact name: \_\_\_\_\_

By signing below, the customer authorizes Flex Financial to contact the insurance agent named above to issue:

1. All risks to property insurance with respect to the Equipment, **evidenced by a certificate of insurance (on form Acord 27), naming Flex Financial, its successors and assigns as lender's loss payee.**
2. Comprehensive general liability insurance with respect to the Equipment, **evidenced by a certificate of insurance (on form Acord 25), naming Flex Financial, its successors and assigns as additional insured.**

The following insurance details must be noted on the certificate(s) of insurance provided by the insurance agent:

- Property insurance deductible amount no more than **\$10,000.00**
- Liability insurance minimum amount of **\$1,000,000.00**
- Certificate holder:

Flex Financial, a division of Stryker sales, LLC and its successors and assigns  
1941 Stryker Way  
Portage, MI 49002

**Customer:** Please forward this completed form to [StrykerFinancialSolutions@stryker.com](mailto:StrykerFinancialSolutions@stryker.com) as well as a copy to your insurance agent and have them include your agreement number(s) on the certificates of insurance (on forms Acord 25 and 27).

**Carrier:** Please email certificates of insurance (on forms Acord 25 and 27) to [StrykerFinancialSolutions@stryker.com](mailto:StrykerFinancialSolutions@stryker.com).

Customer signature	
Signature:	Date:
Print name:	
Title:	

## State and Local Government Customer Rider

This State and Local Government Customer Rider (the "Rider") is an addition to and hereby made a part of **SCHEDULE001 TO MASTER AGREEMENT No. 2210246974** (the "Agreement") between **Flex Financial**, a division of Stryker Sales, LLC ("Owner") and CITY OF TEXAS CITY ("Customer") to be executed simultaneously herewith and to which this Rider is attached. Capitalized terms used but not defined in this Rider shall have the respective meanings provided in the Agreement. Owner and Customer agree as follows:

1. Customer represents and warrants to Owner that as of the date of, and throughout the Term of, the Agreement: (a) Customer is a political subdivision of the state or commonwealth in which it is located and is organized and existing under the constitution and laws of such state or commonwealth; (b) Customer has complied, and will comply, fully with all applicable laws, rules, ordinances, and regulations governing open meetings, public bidding and appropriations required in connection with the Agreement, the performance of its obligations under the Agreement and the acquisition and use of the Equipment; (c) The person(s) signing the Agreement and any other documents required to be delivered in connection with the Agreement (collectively, the "Documents") have the authority to do so, are acting with the full authorization of Customer's governing body, and hold the offices indicated below their signatures, each of which are genuine; (d) The Documents are and will remain valid, legal and binding agreements, and are and will remain enforceable against Customer in accordance with their terms; and (e) The Equipment is essential to the immediate performance of a governmental or proprietary function by Customer within the scope of its authority and will be used during the Term of the Agreement only by Customer and only to perform such function. Customer further represents and warrants to Owner that, as of the date each item of Equipment becomes subject to the Agreement and any applicable schedule, it has funds available to pay all Agreement payments payable thereunder until the end of Customer's then current fiscal year, and, in this regard and upon Owner's request, Customer shall deliver in a form acceptable to Owner a resolution enacted by Customer's governing body, authorizing the appropriation of funds for the payment of Customer's obligations under the Agreement during Customer's then current fiscal year.
2. To the extent permitted by applicable law, Customer agrees to take all necessary and timely action during the Agreement Term to obtain and maintain funds appropriations sufficient to satisfy its payment obligations under the Agreement (the "Obligations"), including, without limitation, providing for the Obligations in each budget submitted to obtain applicable appropriations, causing approval of such budget, and exhausting all available reviews and appeals if an appropriation sufficient to satisfy the Obligations is not made.
3. Notwithstanding anything to the contrary provided in the Agreement, if Customer does not appropriate funds sufficient to make all payments due during any fiscal year under the Agreement and Customer does not otherwise have funds available to lawfully pay the Agreement payments (a "Non-Appropriation Event"), and provided Customer is not in default of any of Customer's obligations under such Agreement as of the effective date of such termination, Customer may terminate such Agreement effective as of the end of Customer's last funded fiscal year ("Termination Date") without liability for future monthly charges or the early termination charge under such Agreement, if any, by giving at least 60 days' prior written notice of termination ("Termination Notice") to Owner.
4. If Customer terminates the Agreement prior to the expiration of the end of the Agreement's initial (primary) term, or any extension or renewal thereof, as permitted under Section 3 above, Customer shall (i) on or before the Termination Date, at its expense, pack and insure the related Equipment and send it freight prepaid to a location designated by Owner in the contiguous 48 states of the United States and all Equipment upon its return to Owner shall be in the same condition and appearance as when delivered to Customer, excepting only reasonable wear and tear from proper use and all such Equipment shall be eligible for manufacturer's maintenance, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to Owner, upon request by Owner, an opinion of Customer's counsel (addressed to Owner) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay Owner all sums payable to Owner under the Agreement up to and including the Termination Date.
5. Any provisions in this Rider that are in conflict with any applicable statute, law or rule shall be deemed omitted, modified or altered to the extent required to conform thereto, but the remaining provisions hereof shall remain enforceable as written.

Customer signature	
Signature:	Date:
Print name:	
Title:	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	Date:
Print name:	
Title:	



## Opinion of Counsel Letter

June 06, 2025

Flex Financial, a division of Stryker Sales, LLC  
1941 Stryker Way  
Portage, MI 49002

Gentlemen/Ladies:

Reference is made to SCHEDULE 001 TO MASTER AGREEMENT NO. 2210246974 (collectively, the "Agreement") between Flex Financial a division of Stryker Sales, LLC, and CITY OF TEXAS CITY (herein called "Customer") for the use of certain equipment, goods and/or services as described in the Agreement. Unless otherwise defined herein, terms which are defined or defined by reference in the Agreement or any exhibit or schedule thereto shall have the same meaning when used herein as such terms have therein.

The undersigned is Counsel for the Customer in connection with the negotiation, execution and delivery of the Agreement, and as such I am able to render a legal opinion as follows:

1. The Customer is a public body corporate and politic of the State of Texas and is authorized by the Constitution and laws of the State of Texas to enter into the transactions contemplated by the Agreement and to carry out its obligations thereunder. The Customer's name set forth above is the full, true and correct legal name of the Customer.
2. The Agreement set forth above has been duly authorized, executed and delivered by the Customer and constitutes a valid, legal and binding agreement, enforceable in accordance with its terms.
3. No further approval, consent or withholding of objections is required from any federal, state or local governmental authority and the Customer complied with all open meeting and public bidding laws with respect to the entering into or performance by the Customer of the Agreement and the transactions contemplated thereby.
4. The Customer has no authority (statutory or otherwise) to terminate the Agreement prior to the end of its term for any reason other than pursuant to the State and Local Government Customer Rider (if there is such a Rider attached to the Agreement) for the nonappropriation of funds to pay the Agreement payments for any fiscal period during the term of the Agreement.

Very truly yours,

<b>Signature</b>	
<b>Signature:</b>	<b>Date:</b>
<b>Print Name:</b>	
<b>Title:</b>	

# Vehicle Property Waiver

Agreement no. EQUIPMENT SCHEDULE NO. 001 TO  
MASTER AGREEMENT NO.2210246974



Dear CITY OF TEXAS CITY ("Customer"),

We are advised that Flex Financial, a division of Stryker Sales, LLC ("Lessor/Secured Party") proposes to lease/finance certain property ("Collateral") to the above-referenced Customer, described as follows:

**Together with all replacements, parts, repairs, additions, accessions and accessories incorporated therein or affixed or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.**

We have an interest in the following described vehicle ("Vehicle"), as lienholder, and we recognize that some/all of the Collateral may be attached to and/or installed in the Vehicle.

Year	License No.	VIN No.
Make	Type	Model
Year	License No.	VIN No.
Make	Type	Model
Year	License No.	VIN No.
Make	Type	Model
Year	License No.	VIN No.
Make	Type	Model
Year	License No.	VIN No.
Make	Type	Model
Year	License No.	VIN No.
Make	Type	Model

In order to induce Lessor/Secured Party to deliver the Collateral for use on and/or in the Vehicle, we agree as follows:

1. The Collateral shall remain personal property, removable by Lessor/Secured Party at any time and without notice to us. Lessor/Secured Party shall have access to the Vehicle as may be required for purposes of inspection, sale and/or removal of the Collateral.
2. To waive any right, claim, title, lien and/or interest in the Collateral and/or other property located in/or the Vehicle and financed by Lessor/Secured Party, from time to time.
3. To provide notice to Lessor/Secured Party at the above-stated address, within five (5) days of taking possession of the Vehicle so that Lessor/Secured Party may acquire its Collateral.

A copy of this letter, which is duly signed and which is received by facsimile transmission ("fax"), shall be deemed to be of the same force and effect as the original. This agreement is binding on successors and assigns.

Lienholder: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



February 2025

Stryker is the sole-source provider in the Hospital (hospitals and hospital-owned facilities), Emergency Response Services and Emergency Response Training (paramedics, professional and volunteer fire) markets in the U.S. for the following products:

- New LIFEPAK® 35 monitor/defibrillators
- New LIFEPAK® 15 monitor/defibrillators
- New LIFEPAK 20e defibrillator/monitors
- New LIFEPAK CR2 automated external defibrillators
- New LIFEPAK CR2 cellular automated external defibrillators
- New LIFEPAK 1000 automated external defibrillators
- New HeartSine® samaritan PAD automated external defibrillators
- New LUCAS® chest compression system
- CODE-STAT™ data review software and service

Stryker is the sole source provider in all markets for the following products and services:

- RELI™ (Refurbished Equipment from the Lifesaving Innovators) devices
- LIFENET® system and related software
- ACLS (non-clinical) LIFEPAK defibrillator/monitors
- LIFELINKcentral™ Government Campus Solution
- MultiTech 4G and Titan III gateways
- Factory-authorized inspection and repair services which include repair parts, upgrades, inspections and repairs.

Stryker does not authorize any third parties to sell these products or services in the markets listed above. We will not fulfill orders placed by non-authorized businesses seeking to resell our products or services. If you have questions, please feel free to contact your local Stryker customer service representative at 800.442.1142.

Sincerely,



Matt Van Der Wende, Vice President, Americas Sales

Stryker or its affiliated entities own, use, or have applied for the following trademarks or services marks: LIFELINKcentral, LIFEPAK, LUCAS, CODE-STAT, RELI, LIFENET, Stryker. All other trademarks are trademarks of their respective owners or holders. The absence of a product, feature, or service name, or logo from this list does not constitute a waiver of Stryker's trademark or other intellectual property rights concerning that name or logo.

EC-GSNPS-COMM-1157704\_REV-2\_en\_us © 2024 Stryker

August 2023

To whom it may concern,

Stryker's Medical division certifies that it is the original equipment manufacturer (OEM) or sole source distributor of parts for Emergency Care products. All parts are either manufactured by Stryker or outside suppliers and are new, tested and approved for use on Stryker's products.

Our field service team, ProCare® Services, uses OEM parts for repairs and has exclusive use of certain proprietary tools for diagnostics and repairs. Stryker's Emergency Care products that require the use of such proprietary tools include, but are not limited to:

- Power-PRO™ 2 powered ambulance cot  
(Model 6507), high configuration
- MTS Power-LOAD® powered cot fastener
- Lithium battery
- Battery charger assembly
- Power cord assembly

Stryker's quality team reviews and documents service repairs. We track and trend service to help ensure the highest level of product performance. Preventive maintenance (PM) and service history documentation is available

Please contact your sales representative for further information. Sincerely,



John Guyeskey  
Senior Marketing Manager

Stryker or its affiliated entities own, use, or have applied for any referenced trademarks or service marks: Power-LOAD, Power-PRO, ProCare, Stryker. All other trademarks are trademarks of their respective owners or holders. The absence of a product, feature, or service name, or logo from this list does not constitute a waiver of Stryker's trademark or other intellectual property rights concerning that name or logo.

Copyright © 2023 Stryker.  
M0000010603 REV AA

## Emergency Care

3800 E. Centre Avenue, Portage, MI 49002 USA | P +1 269 329 2100 | Toll-free +1 800 327 0770 | [stryker.com](https://stryker.com)

## **RESOLUTION NO. 2025-104**

### **A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A THREE (3) YEAR CONTRACT WITH STRYKER SALES, LLC; AND PROVIDING THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

**WHEREAS**, the agreement with Stryker Sales, LLC will allow the Texas City Fire Department to address aging EMS equipment and ensure the continued reliability of life-saving devices. The contract provides for the replacement of unserviceable monitors and other essential EMS equipment with updated models.

Key terms of the agreement include: (HGAC contract# EE11-24)

- Zero interest financing over a three (3) year term
- Three annual payments of approximately \$437,756
- Coverage for service, replacement, and upgrade of Lifepak monitors, LUCAS devices, power load stretchers, and related EMS equipment
- The Department's current inventory of EMS equipment, including Lifepak monitors, LUCAS devices, and power load stretchers, includes aging and unserviceable units that must be replaced to maintain operational readiness.
- This approach ensures that critical EMS resources remain up to date, safe, and fully operational while spreading costs in a predictable and manageable manner.
- Sole source HGAC vendor

**WHEREAS**, proposals for the third-party inspection services were received in response to a duly advertised request for proposals, which have been evaluated and support this recommendation. Funds are available in the Building & Inspections department budget for the third-party contract service fee of \$74,600. The permit fee collected for the COM LCB building permit was \$184,670.00.

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

**SECTION 1:** The City Commission approves a contract with Willdan Engineering to provide third-party building inspection services for the College of the Mainland Library and Classroom new construction project.

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

**PASSED AND ADOPTED this 1st day of October 2025.**

\_\_\_\_\_  
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