



## **City of Starbase**

### **Notice of City Commission Meeting**

39046 L B J Boulevard  
Brownsville, TX 78521  
Thursday, May 29, 2025  
9:00 AM

*Pursuant to Section 551.127, Texas Government Code, one member of the City Commission may attend this meeting remotely using videoconferencing technology. A quorum of the Commission will be physically present at the location provided above.*

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#### Public Comment Policy:

*Pursuant to Texas Government Code 551.007, citizens wishing to address the Commission may do so during the listed public comment sessions. A person who addresses the Commission, including during a public hearing, must limit his/her remarks to the agenda items only. Citizens wishing to address the Commission on items requiring a public hearing, shall address the Commission during the public hearing. The public comment sessions are reserved for items on the agenda that do not have a public hearing.*

*Citizens wishing to speak during Public Comment or Public Hearing must first complete a speaker card and submit it to the City Clerk fifteen minutes before the beginning of the meeting. Once recognized by the Mayor, please step forward to the speaker's podium, state your name and address and speak directly into the microphone. No discussion or action may be taken by the Commission at this meeting on any item not listed on the agenda, other than to make statements of factual information or recite existing policy in response to a citizen's inquiry.*

#### *Time limits:*

- *Public comment period: citizen comments are limited to two (2) minutes per individual per public comment period.*
- *Public hearing: citizen comments are limited to three (3) minutes per individual per public hearing.*
- *Mayor's discretion: if ten (10) or more speakers sign up to speak per public hearing, the Mayor may reduce the time allotted to each speaker to no less than one minute per speaker.*
- *Translator: members of the public requiring the use of a translator shall be given twice the amount of time to speak than speakers who do not require the assistance of a translator.*
- *Time limits do not apply to the Commission, city staff, or guests invited by the Commission to provide input on an agenda item.*

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**City of Starbase  
City Commission Meeting Agenda  
Thursday, May 29, 2025  
9:00 AM**

**A. Call to Order and Quorum Determination**

**B. Pledge of Allegiance**

**C. Oaths of Office**

- 1. Mayor Robert Peden**
- 2. Commissioner Jordan Buss**
- 3. Commissioner Jenna Petrzelka**

**D. Proclamation designating May 29 as Starbase Day.**

**E. Public Comment on Items Listed in Sections (F), (G), and (H) – *comments limited to two minutes per individual, as set forth above.***

**F. Regular Session**

- 1.** Discussion and action on a proposal from Texas Municipal League Intergovernmental Risk Pool for insurance coverage for general liability, law enforcement liability and errors & omissions liability, and authorize the City Administrator to execute same.
- 2.** Discussion and action on a resolution establishing rules of procedure and decorum for City Commission meetings governing public conduct and citizen comments addressing the City Commission.
- 3.** Discussion and action to appoint a City Attorney.

**G. Executive Session:** In accordance with Texas Government Code, Chapter 551, the City Commission will recess into Executive Session (closed meeting) to discuss the following:

- 1. Section 551.071(2):** Consultation with attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551, regarding:
  - a.** The roles and duties of the City Attorney, City Administrator, City Clerk, City Engineer, Fire Marshal, municipal inspection and permitting services, and municipal information technology services.

- 2. Section 551.074(a)(1):** Deliberation regarding the appointment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, regarding:

- a. City Attorney;
- b. City Administrator;
- c. City Clerk;
- d. City Engineer;
- e. Fire Marshal; and
- f. Building Official.

**H. Reconvene into Open Session:** In accordance with Texas Government Code, Chapter 551, the City Commission will reconvene into Regular Session to consider and take appropriate action, if any, regarding any items discussed in Executive Session.

**I. Public Comment on Items Listed in Section (J) –** *comments limited to two minutes per individual, as set forth above*

**J. Regular Session**

- 1. Discussion and action on an agreement with Messer Fort, PLLC to provide City Attorney services and authorize the Mayor to execute a waiver.
- 2. Discussion and action on an ordinance creating the City Administrator position.
- 3. Discussion and action on an agreement with Clear Career Professionals to provide City Administrator services.
- 4. Discussion and action to appoint a City Administrator.
- 5. Discussion and action on an ordinance setting forth the duties of the City Clerk position.
- 6. Discussion and action on an agreement with Clear Career Professionals to provide City Clerk services.
- 7. Discussion and action to appoint a City Clerk.
- 8. Discussion and action on an agreement with SAFEbuilt to provide municipal inspection, permitting and fire marshal services.
- 9. Discussion and action on an agreement with SAFEbuilt to provide Community Core software for municipal inspections, permits and zoning applications.
- 10. Discussion and action to appoint a Fire Marshal.
- 11. Discussion and action to appoint the Building Official.
- 12. Discussion and action on an agreement with Halff Associates, Inc. to provide City Engineer services.
- 13. Discussion and action on a contractual relationship with Tec-Refresh, Inc. to provide municipal information technology services and maintenance of the official city website.

14. Discussion and action on an assignment agreement with JustFOIA, Inc. to provide an online submission portal and management system for public information requests.

**K. Public Hearing Items** – *comments limited to three minutes per individual, as set forth above.*

1. Discuss, hold a public hearing and act on an ordinance adopting the International Building Code.
2. Discuss, hold a public hearing and act on an ordinance adopting the International Residential Code.
3. Discuss, conduct a public hearing and act on an ordinance adopting the city's fee schedule.

**L. Public Comment on Items Listed in Section (M)** – *comments limited to two minutes per individual, as set forth above.*

**M. Regular Session**

1. Discussion and action on a resolution adopting an official city newspaper for the publication of public notices required by law.
2. Discussion and action on an ordinance adopting the International Energy Conservation Code.
3. Discussion and action on an ordinance adopting the International Fire Code.
4. Discussion and action on an ordinance adopting the International Mechanical Code.
5. Discussion and action on an ordinance adopting the International Plumbing Code.
6. Discussion and action on an ordinance adopting the International Swimming Pool & Spa Code.
7. Discussion and action on an ordinance adopting the National Electric Code.
8. Discussion and action on an ordinance establishing a process for accepting and approving requests for controlled access devices on public and private streets.

**N. Public Comment on Items Listed in Section (O)** – *comments limited to two minutes per individual, as set forth above.*

**O. Regular Session**

1. Discussion and action on a resolution designating the City Administrator as the designated officer to give notice to banks, credit unions or savings associations requesting proposals.
2. Discussion and action on a resolution adopting a written policy permitting the consideration of applications from banks, credit unions and savings associations not doing business in the city.

3. Discussion and action on the issuance and publication of a request for proposal for the provision of municipal depository and banking services.
4. Discussion and action on a Spacecraft Infrastructure Permit Agreement with Space Exploration Technologies, Corp.
5. Discussion and action on a resolution creating the Starbase Long-Term Development Planning Committee.
6. Discussion and action to appoint members to the Starbase Long-Term Development Planning Committee.

**P. Public Comment on Items Listed in Section (Q)** – *comments limited to two minutes per individual, as set forth above.*

**Q. Regular Session**

1. Discussion and action on a resolution adopting procedures for the submission of Public Information Requests and identifying the Public Information Officer.
2. Discussion and action on a resolution declaring the number of inhabitants residing in city limits.
3. Discussion and action on an ordinance requiring a survey to be made of the city's boundaries.
4. Discussion and action on a license agreement with Space Exploration Technologies, Corp. for the provision of meeting space to hold City Commission Meetings, office space for city staff, and equipment use for City Commission Meetings.
5. Discussion and action on a resolution adopting an official city website, city logo and city flag.

**R. Adjourn**

*NOTE: The City Commission reserves the right to meet in executive session closed to the public at any time during the course of this meeting to discuss matters listed on the agenda, as authorized by the Texas Open Meetings Act, Texas Government Code, Chapter 551, including § 551.071 (private consultation with the attorney for the city); § 551.072 (discussing purchase, exchange, lease or value of real property); § 551.073 – (deliberation regarding prospective gift); § 551.074 (discussing personnel or to hear complaints against personnel); § 551.076 (deliberation regarding security devices or security audit); § 551.087 (discussing economic development negotiations); § 551.089 (deliberation regarding security devices or security audits, and/or other matters as authorized under the Texas Government Code). Any decision on such matters will be taken or conducted in open session following the conclusion of the executive session.*

*Requests for accommodation or interpretive services must be made 48 hours prior to this meeting. Please contact the City Clerk's office.*

I, City Clerk Caroline Cole, certify that this notice of meeting and agenda of items was posted in accordance with Chapter 551, Texas Government Code, at least 72 hours prior to the commencement of the meeting and shall remain posted until the meeting is adjourned.

\_\_\_\_\_  
Caroline Cole, City Clerk

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

## STARBASE DAY PROCLAMATION

**WHEREAS**, on May 3, 2025, the community which had organized in Cameron County near Boca Chica and had come to be known as Starbase voted to incorporate their community into a municipality having the full legal rights of a municipal political subdivision of the State of Texas; and

**WHEREAS**, on May 29, 2025, the duly elected representatives of the City of Starbase, Texas—Mayor Bobby Peden, Jenna Petrzelka, and Jordan Buss—met as a governing body for the first time to represent the rights, interests, and principles of the community and to enable that community to engage in the powers of self-government as provided by the laws of the State of Texas and Constitution of the United States of America; and

**WHEREAS**, this City's founding further represents the drive of its founding community to advance the knowledge of the human species, embolden the human spirit, and spread democratic principles across all known worlds; and

**WHEREAS**, it is fitting and proper to accord official recognition to the Starbase community and its representatives for the founding of the City.

**NOW, THEREFORE**, I, Bobby Peden, Mayor of Starbase do hereby proclaim that the twenty-seventh day of May shall henceforth be known as:

### Starbase Day

in the City of Starbase, in recognition of the incorporation and operation of the City and that said day shall be held to be a holiday of the City each year such that the community may remember the founding of the City and commune together in celebration.

Signed and sealed this 29<sup>th</sup> day of May 2025.



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**Bobby Peden, Mayor**  
**City of Starbase, Texas**

# **S T A R B A S E**

## **CITY COMMISSION AGENDA MEMO**

**TO: Mayor and City Commission**

**FROM: City Administrator**

**ITEM: Proposal from Texas Municipal League Intergovernmental Risk Pool (TMLIRP) for Membership in the Risk Pool and Provisional General Liability, Errors and Omissions and Law Enforcement Liability Insurance**

### **SUMMARY**

TMLIRP provides municipal membership in a risk pool that provides insurance to Texas municipal entities and is governed by a Board consisting of Texas city officials.

### **BACKGROUND**

The City of Starbase requires insurance coverage for general liability, errors and omissions and law enforcement liability to provide protection to the city in case of any circumstances regarding liability and possible legal action. As Starbase is a newly created municipality TMLIRP is willing to provide insurance coverage on a provisional basis until September 30, 2025. In the next several months the TMLIRP Board will meet to determine the risk pool will provide continued coverage. Upon approval, coverage commences immediately.

### **STAFF RECOMMENDATIONS**

It is recommended that the City Commission approve the coverage and costs presented in the attached TMLIRP proposal.

Suggested Motion: “to approve the proposal for general liability, errors and omissions and law enforcement liability insurance from TMLIRP with a \$25,000 deductible.”

### **ATTACHMENTS**

Proposal from TMLIRP for provisional insurance coverage



WORKERS' COMPENSATION • PROPERTY • LIABILITY

May 12, 2025

Mr. Kent Meyer  
City Manager  
City of Starbase  
1 Rocket Rd  
Brownsville, Texas 78521

RE: Proposal for Coverage

Dear Mr. Meyer:

The Texas Municipal League Intergovernmental Risk Pool (the Pool) is pleased to provide this proposal for coverage as requested. Please carefully review each section.

There are a few points to which I would like to draw your attention:

The Pool recognizes that the most effective way to stabilize or lower rates is to prevent losses from occurring or, if they do occur, to minimize their impact through effective claims handling. Loss prevention services including site visits by loss prevention representatives, attendance at loss prevention seminars, access to the Pool's extensive loss prevention video library and online training are available to all the Pool's members at no additional cost. A training schedule for the current quarter is included in the "Member Services" section of the proposal.

If full payment is made within 30 days of receipt of the first bill, the contribution will be reduced 2%. If quarterly payments are preferred, there is no interest charge or payment fee.

A Proposal Acceptance Form is included for the coverage outlined in this proposal. Please note that coverage is provisional and subject to Board approval, effective through September 30. In order to bind coverage, please:

1. Complete and sign the Acceptance Form Proposal
2. Return original documents to:  
Texas Municipal League Intergovernmental Risk Pool  
Risk Services Department  
P.O. Box 149194  
Austin, Texas 78714-9194

If you have any questions concerning this proposal, please call Robert Hinojosa, your Risk Management Advisor, at (956) 435-4090.

Sincerely,

Aaron Hardiman, CPCU, ARM, MLIS  
Director of Risk Services

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**TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL**

P.O. Box 149194 • Austin, Texas 78714-9194 • [www.tmlirp.org](http://www.tmlirp.org)

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Bid / Proposal Summary

Date: 05/09/2025

Member Name: Starbase  
Member ID: 3552

| Proposed Effective Date | Proposed Anniversary Date |
|-------------------------|---------------------------|
| 05/27/2025              | 05/27/2026                |

| Types of Coverage                         | Limit       |                              | Deductible | Annual Contribution |
|-------------------------------------------|-------------|------------------------------|------------|---------------------|
| General Liability                         | \$1,000,000 | Each occurrence <sup>1</sup> | \$25,000   | \$3,148             |
|                                           | \$1,000,000 | Aggregate                    |            |                     |
| Law Enforcement Liability <sup>2</sup>    | \$1,000,000 | Each occurrence              | \$25,000   | \$1,368             |
|                                           | \$1,000,000 | Aggregate                    |            |                     |
| Errors & Omissions Liability <sup>3</sup> | \$1,000,000 | Each wrongful act            | \$25,000   | \$15,484            |
| (Public Officials)                        | \$1,000,000 | Aggregate                    |            |                     |

|                                            |             |
|--------------------------------------------|-------------|
| TOTAL ANNUAL:                              | \$20,000.00 |
| 2% Annual Payment Discount <sup>12</sup> : | \$400.00    |
| Total Annual Contribution:                 | \$19,600.00 |
| Quarterly Payment:                         | \$5,000.00  |

12. Annual Payment Discount applies if full annual contribution is paid within 30 days of the effective date, or receipt of your first bill, whichever is later. (The Annual Payment Discount does not apply to public officials' bonds or windstorm coverage for Tier 1 members.)



## Bid / Proposal Summary

Date: 05/09/2025

**Member Name:** Starbase  
**Member ID:** 3552

**Proposed  
Effective Date**  
05/27/2025

**Proposed  
Anniversary Date**  
05/27/2026

| Types of Coverage                         | Limit       |                              | Deductible | Annual Contribution |
|-------------------------------------------|-------------|------------------------------|------------|---------------------|
| General Liability                         | \$1,000,000 | Each occurrence <sup>1</sup> | \$50,000   | \$1,574             |
|                                           | \$1,000,000 | Aggregate                    |            |                     |
| Law Enforcement Liability <sup>2</sup>    | \$1,000,000 | Each occurrence              | \$50,000   | \$684               |
|                                           | \$1,000,000 | Aggregate                    |            |                     |
| Errors & Omissions Liability <sup>3</sup> | \$1,000,000 | Each wrongful act            | \$50,000   | \$7,742             |
| (Public Officials)                        | \$1,000,000 | Aggregate                    |            |                     |

**TOTAL ANNUAL:** \$10,000.00

**2% Annual Payment Discount<sup>12</sup>:** \$200.00

**Total Annual Contribution:** \$9,800.00

**Quarterly Payment:** \$2,500.00

12. Annual Payment Discount applies if full annual contribution is paid within 30 days of the effective date, or receipt of your first bill, whichever is later. (The Annual Payment Discount does not apply to public officials' bonds or windstorm coverage for Tier 1 members.)



## Liability Schedule

Member Name: Starbase  
Member ID: 3552  
Contract Type: Liability  
Coverage Period: 05/27/2025 to 05/27/2026  
Population: 3,400

### General Liability Line

| Class Code | Classification Description       | Reported Exposure |
|------------|----------------------------------|-------------------|
| 44100B     | Municipalities (0-2,500 Pop.)    | 519,383           |
| 48727      | Streets & Roads-Existence Hazard | 13                |

### Law Enforcement Liability Line

| Class Code | Classification Description         | Reported Exposure |
|------------|------------------------------------|-------------------|
| 00016      | Law Enforcement Liability "If Any" | 1                 |

### Errors and Omissions Liability Line

| Class Code | Classification Description                      | Reported Exposure |
|------------|-------------------------------------------------|-------------------|
| 00016      | E & O Liability - City - Under 2,500 Population | 1                 |

### Notes Applicable to Fireworks and Special Events:

Sponsored Only: The actual operation or display is performed by independent contractors.

Primary Coverage: The actual operation or display is performed by your own employees or volunteers.



## Liability Proposal Acceptance Form

Directions: This form and the interlocal Agreement must be completed, signed and returned. If time is of the essence, you may wish to use an express mail service or a facsimile copier. In the event you submit these documents by facsimile, the originals must still be sent by regular mail. **(Note: Rural Fire Prevention Districts and Emergency Service Districts must provide other documents before coverage is effective.)** Please indicate with (X) the coverages and method of payments that you are accepting.

**RETURN TO:**  
Texas Municipal League Intergovernmental Risk Pool  
Underwriting Department  
PO Box 149194  
Austin, Texas 78714-9194  
Phone: (512) 491-2300 or (800) 537-6655  
FAX: (512) 491-2404

| COVERAGE                                                                 | LIMITS      | DEDUCTIBLE  | CONTRIBUTION | EFFECTIVE<br>DATE | ANNIVERSARY<br>DATE |
|--------------------------------------------------------------------------|-------------|-------------|--------------|-------------------|---------------------|
| General Liability                                                        | \$          | \$          | \$           |                   |                     |
| Law Enforcement Liability                                                | \$          | \$          | \$           |                   |                     |
| **5yr Prior Act.s Coverage (LEL)                                         | Same as LEL | Same as LEL | Included     |                   |                     |
| Errors & Omission Liability                                              | \$          | \$          | \$           |                   |                     |
| * *5yr Prior .A,cts Coverage (E&O)                                       | Same as E&O | Same as E&O | Included     |                   |                     |
| Method of Payment:[ ] <b>Quarterly</b> [ ] <b>Annually (2% DISCOUNT)</b> |             |             |              |                   |                     |

I, the undersigned, as an authorized representative of:

\_\_\_\_\_  
(Name of Political Subdivision)

do hereby accept on behalf of the above named political subdivision the portions of the proposal as indicated above.

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

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

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

Texas Municipal League Intergovernmental Risk Pool  
1821 Rutherford Lane, First Floor, Austin, Texas 78754  
(512) 491-2300 | (800) 537-6655



## Liability Proposal Acceptance Form

Directions: This form and the interlocal Agreement must be completed, signed and returned. If time is of the essence, you may wish to use an express mail service or a facsimile copier. In the event you submit these documents by facsimile, the originals must still be sent by regular mail. **(Note: Rural Fire Prevention Districts and Emergency Service Districts must provide other documents before coverage is effective.)** Please indicate with (X) the coverages and method of payments that you are accepting.

**The Signed Interlocal  
Agreement Must Accompany  
This Form**

### OFFICE USE ONLY

Contribution: \$ \_\_\_\_\_ Member ID : 3552  
Verification:  
☐ New ☐ Re-awarding ☐ Adding Coverage

*MANUSCRIPT ENDORSEMENT*

This endorsement forms a part of the **Declarations** to which attached, effective on the inception date of the coverage unless otherwise stated herein, and modifies such coverage as is afforded by the provisions of the coverage shown below:

Entity Name : Starbase  
Entity ID : 3552  
Effective Date : 5/27/25

It is hereby understood and agreed that:

1. **Term Limitation:**  
Coverage afforded under this Agreement shall remain in effect only through **September 30, 2025**, unless expressly extended by formal **review and approval of the Board of Trustees** of the Texas Municipal League Intergovernmental Risk Pool.
2. **Conditional Binding:**  
No coverage shall be considered bound or effective until the Fund has received, reviewed, and approved **all documents related to the incorporation of the city**, including but not limited to certificates of incorporation, formation resolutions, and enabling legislation or ordinances.
3. **Contract Review Requirement:**  
All contracts or agreements related to the business or operations of the city must be submitted to the Fund for review. The Fund reserves the right to decline coverage for any liabilities arising out of contracts that were not submitted or were disapproved by the Fund.

All other terms, conditions, exclusions, and limitations of the Agreement remain unchanged.

In the event of any conflict between this Manuscript Endorsement and any other document, the terms of this Manuscript Endorsement shall prevail.

**MANUSCRIPT ENDORSEMENT**

This endorsement forms a part of the **Declarations** to which attached, effective on the inception date of the coverage unless otherwise stated herein, and modifies such coverage as is afforded by the provisions of the coverage shown below:

Entity Name : Starbase  
Entity ID : 3552  
Effective Date : 5/27/25

**Defense Costs Included Within the Limits of Liability**

It is hereby understood and agreed that with respect to coverage under this Agreement:

1. All defense costs incurred by the Fund—including attorney fees, court costs, expert witness fees, and other allocated claim expenses—shall be included within and shall erode the Limits of Liability stated in the Declarations.
2. The Fund’s obligation to pay or reimburse defense costs shall cease upon exhaustion of the applicable occurrence or aggregate limit of liability.
3. Upon exhaustion of such limits, the Fund shall have no further obligation to investigate, defend, settle, or pay any damages, judgments, or claim expenses under the applicable coverage.

**Private Enterprises Associated with Covered Contracts**

The Fund’s total liability for all damages arising out of any one occurrence shall be limited to the lesser of the limit of liability shown on the Declarations or the limits of recovery provided for the Member’s type of government unit in Chapter 101 of the Texas Civil Practice and remedies Code, commonly known as the Texas Tort Claims Act.

In the event of any conflict between this Manuscript Endorsement and any other document, the terms of this Manuscript Endorsement shall prevail.

# **S T A R B A S E**

## **CITY COMMISSION AGENDA MEMO**

**TO: Mayor and City Commission**

**FROM: City Administrator**

**ITEM: Rules of Procedure for City Commission Meetings**

### **SUMMARY**

City councils and city commissions often approve rules of procedure that provide guidance for their meetings so that they are orderly, functional, and productive while allowing public input.

### **BACKGROUND**

Many cities adopt rules of procedure that cover decorum, public input, speaker registration and other procedures for their public meetings. Texas Government Code authorizes the City to adopt reasonable rules regarding the public's right to address the elected officials. These rules are very useful for structuring the meetings to ensure that city business as set out in the meeting agenda is acted on in an orderly manner while allowing public input in the decision-making process.

### **STAFF RECOMMENDATIONS**

The proposed Rules of Procedure included in Exhibit "A" to the attached resolution are similar to rules adopted by other cities.

Suggested Motion: "to approve the resolution adopting the Rules of Procedure for City of Starbase Commission Meetings."

### **ATTACHMENTS**

Resolution Adopting Rules of Procedure for City Commission Meetings with Exhibit "A"

**CITY OF STARBASE, TEXAS**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF  
STARBASE, TEXAS ADOPTING RULES OF PROCEDURE FOR CITY  
COMMISSION MEETINGS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Starbase, Texas (the “City”), is a Type C general law municipality, incorporated pursuant to Chapter 8 of the Texas Local Government Code; and

**WHEREAS**, the City Commission of the City of Starbase, Texas (the “City Commission”) is the governing body for the City; and

**WHEREAS**, Section 551.007 of the Texas Government Code provides that a governing body must allow members of the public to address the governing body “regarding an item on an agenda for an open meeting of the body to address the body regarding the item at the meeting before or during the body’s consideration of the item”; and

**WHEREAS**, Section 551.007 of the Texas Government Code authorizes the City Commission to “adopt reasonable rules regarding the public’s right to address the body under this section, including rules that limit the total amount of time that a member of the public may address the body on a given item.”; and

**WHEREAS**, the City Commission seeks to allow the public to address the City Commission and Board of Adjustment regarding any agenda item to be discussed by the respective body at the meeting in which the comment is made, and the Commission seeks to adopt rules of procedure for public comment to facilitate orderly meetings; and

**WHEREAS**, the City Commission recognizes the First Amendment right to speak and the City Commission seeks to adopt rules of procedure that facilitate the expression of protected speech at open meetings conducted by the City; and

**WHEREAS**, pursuant to section 551.007 of the Texas Government Code, the City Commission wishes to adopt Rules of Procedure to promote orderly, efficient, and productive public meetings.

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

**SECTION 1. Recitals.** The City Commission finds all the above recitals to be true and correct and incorporates the same in this Resolution as findings of fact.

**SECTION 2.** The “Rules of Procedure”, attached as Exhibit A, are hereby adopted as the rules to govern meetings of the City Commission and Board of Adjustment.

**SECTION 3.** This Resolution shall take effect immediately upon passage.

PASSED AND APPROVED this 29<sup>th</sup> day of May 2025.

CITY OF STARBASE, TEXAS

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Bobby Peden, Mayor

ATTEST:

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Caroline Cole, City Clerk

APPROVED AS TO FORM:

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Wm. Andrew Messer, City Attorney

**Exhibit “A”**  
**RULES OF PROCEDURE FOR**  
**CITY OF STARBASE PUBLIC MEETINGS**

1. **Applicability**: These rules of procedure apply to all City of Starbase public meetings held by the City Commission and any City board or commission subject to the Texas Open Meetings Act (“TOMA”). Any references herein to “Mayor” shall also apply equally to the presiding officer of any City board or commission subject to TOMA and the Mayor Pro Tem acting on behalf of the Mayor. Any references herein to “City Commission” shall also apply equally to any City board or commission subject to TOMA.
2. **Purpose**. These rules of procedure have dual goals of conducting City business in an orderly and efficient manner and providing the public with the opportunity to voice their opinions on matters listed on the City’s public meeting agendas. These rules are meant to promote an atmosphere of courtesy and decorum appropriate for the productive discussion of City business and allow the public a fair and adequate opportunity to be heard.

It is the responsibility of the Mayor and the members of the City Commission to maintain that atmosphere of courtesy and decorum. To ensure the orderly and efficient conduct of public meetings, the Mayor should ensure that discussion focuses on the agenda item in question and not on extraneous and off topic conversation. To ensure meetings are conducted in a professional and courteous manner which enables the conduct of business, all persons in attendance or who participate in such meetings shall conduct themselves in a manner that does not interfere with the ability of others to observe and to participate without disruption or fear of intimidation, threats or hostility. To assist in the creation and maintenance of that atmosphere these rules of procedure shall govern all City of Starbase public meetings.

3. **Speaker Registration**. Any member of the public wishing to speak during Public Comment or Public Hearing must first complete a speaker card and submit it to the City Clerk fifteen minutes before the beginning of the meeting. The speaker must write their name, city and state of residence, and identify the agenda item(s) on which they wish to speak. The City Clerk shall prepare the speaker card and may periodically revise the speaker card as necessary.
4. **Rules for Public Participation**. The following rules shall apply to members of the public wishing to address the City Commission:
  - a. Speakers shall speak from the designated speaker podium and only after being recognized by the Mayor to begin speaking.
  - b. Before speaking, the speaker will be asked to state their name and city and state of residence.
  - c. Speakers are to address their comments to the Mayor and Commission.
  - d. The person speaking shall limit their commentary to agenda items only. To the extent possible, speakers shall refrain from repeating testimony which has already been given.

- e. The Mayor has the right to silence a speaker if the discussion is not on an agenda item or if speech otherwise violates these rules of procedure.
  - f. Time limits:
    - i. Public Comment: During “Public Comment” sessions, speakers shall be limited two (2) minutes per public comment session, regardless of the number of agenda items they wish to address. However, if ten (10) or more speakers sign up to speak, the Mayor may reduce the time allotted to each speaker to no less than one minute per speaker. These time limits do not apply to Commissioners, City staff, or guests invited by the Commission to provide input on an agenda item.
    - ii. Public Hearing: During public hearings, speakers shall be limited to three (3) minutes per public hearing. However, if ten (10) or more speakers sign up to speak per public hearing, the Mayor may reduce the time allotted to each speaker to no less than one minute per speaker. The time limits set forth in this section do not apply to Commissioners, City staff, or guests invited by the Commission to provide input on an agenda item.
5. **Order**. While the Commission is in session, all Commissioners must preserve order and decorum. A person shall neither, by conversation or otherwise, delay or interrupt the proceedings or the peace of the meeting, nor disturb any other person while speaking or refuse to obey the orders of the Mayor.
6. **Decorum**. Each person and Commissioner attending a City meeting will observe decorum. A person or Commissioner may not:
- a. speak out of turn or interrupt another person speaking;
  - b. speak beyond the allocated time limit or refuse to yield the floor;
  - c. make threats of violence against another person;
  - d. use profanity or crude language;
  - e. disrupt the meeting by causing delay or preventing others from speaking;
  - f. speak above a reasonable volume or make loud noises;
  - g. defame another person;
  - h. incite lawless action or provoke another person to fight;
  - i. block or obstruct ingress and egress of the meeting room or any aisle or seat in the meeting room;
  - j. block or obstruct the view of any person attending the meeting; or
  - k. engage in any other actions that disturb or are calculated to disturb the meeting.
7. **Enforcement of Rules and Procedures**. The following provisions may be used to enforce the good order and decorum of the meeting. The action may be taken by the Mayor under his or her own action, or upon a motion to enforce by any Commissioner.

- a. Warning. The Mayor may order any person (Commissioner, staff member or audience member) in violation of these rules to be silent, or if speaking during Public Comment or a Public Hearing, to limit commentary to agenda items only. If after warning, the speaker continues to speak off topic, exceed their time limit or to otherwise violate these rules, the Mayor may request to mute the speaker's microphone.
  - b. Removal or Recess. If, after receiving a warning from the Mayor, the person continues to disrupt and breach the good order of the meeting, the Mayor may recess the meeting or order the person to leave the meeting. If the person does not leave the room after an order from the Mayor, the Mayor may order the sergeant-at-arms to remove the person.
  - c. Sergeant-at-Arms. The sergeant-at-arms shall be the highest-ranking licensed peace officer in attendance at the Commission meeting, or such other licensed peace officer designated for that purpose. Upon instruction of the Mayor, it shall be the duty of the sergeant-at-arms to remove from the meeting any person who intentionally disturbs the proceedings of the City Commission. A violation of these rules may be deemed an attempt to disrupt, obstruct, and/or interfere with a lawful meeting. Any person who obstructs or interferes with the meeting by physical action or verbal utterance, with the intent to prevent or disrupt the meeting, may be subject to prosecution under state law for disrupting a meeting if their acts substantially impair the ordinary conduct of a meeting. (Section 42.05, Texas Penal Code)
  - d. Motion to Enforce. Any Commissioner may move to require the Mayor to enforce these rules and the affirmative vote of a simple majority of the Commission shall require the Mayor to do so. A motion to enforce is an allowable interruption and is not debatable.
8. Translator. Members of the public requiring the use of a translator to address the Commission shall be given at least twice the amount of time to speak than speakers who do not require the assistance of a translator. See Texas Government Code, section 551.007(d).
  9. Recording Devices. A person in attendance may record all or any part of a public meeting by means of a recorder, video camera, or other means of aural or visual reproduction. See Texas Government Code, section 551.023(a). However, all recording devices other than a cell phone shall be restricted to the back of the meeting space in an area clearly marked "media" by City staff. Those using cell phones to record must remain seated and refrain from blocking other audience members' view or shall be ordered to move to the "media" area.
  10. Signs. Signs are allowed in Commission chambers provided the sign is of a reasonable size and does not otherwise block other audience members' view, impede ingress and egress, or otherwise disrupt the public meeting. Signs containing speech unrelated to an item on the agenda shall not be allowed.

# **S T A R B A S E**

## **CITY COMMISSION AGENDA MEMO**

**TO: Mayor and City Commission**

**FROM: City Administrator**

**ITEM: City Attorney Services**

### **SUMMARY**

The City of Starbase needs to retain the services of a qualified and experienced law firm to provide legal guidance to ensure compliance with municipal, state and federal laws and to serve as the City Attorney.

### **BACKGROUND**

The Messer Fort municipal law firm currently serves as the City Attorney for over 100 cities in Texas, has more than 20 attorneys and ample support staff. Messer Fort attorneys are experienced and familiar with state and federal statutes and the firm and firm's attorneys, and staff are qualified to provide competent legal services to the City of Starbase.

### **STAFF RECOMMENDATIONS**

It is recommended that the City retain Messer Fort to provide city attorney services.

Suggested Motion: "Approve the Messer Fort Legal Services Agreement to retain the firm to act as the City of Starbase, city attorney."

### **ATTACHMENTS**

Legal Services Agreement



May 21, 2025

**VIA EMAIL**

Bobby Peden, Mayor  
City of Starbase, Texas  
39046 L B J Boulevard  
Brownsville, TX 78521

RE: Legal Services Agreement – City of Starbase

Dear Mayor Peden,

Messer Fort, PLLC (“M&F” or “Firm”) and I appreciate the opportunity to represent City of Starbase (the “Client”) in the capacity of City Attorney. This letter outlines the specific terms of our engagement. If you have any questions about these matters, please call me.

1. **Client:** Our client will be City of Starbase. Our representation in this matter is limited to City of Starbase, its officers, agents and employees. Throughout the term of this Agreement and at all times while performing services under this Agreement, the Firm will be an independent contractor.
2. **Scope of Work:** The Client hereby engages M&F to perform municipal services and related services as requested by the Client; however, either party may request an addendum to this Agreement in a form mutually agreeable to both parties.
3. **Conflicts:** M&F represents that it has reviewed its records and has no conflicts of interest involving the Client. M&F will do all within reason to prevent and avoid any situation that might constitute a conflict. In the event a conflict arises, M&F shall promptly advise the Client of such, in writing, and shall notify the Client of M&F’s proposal to resolve the conflict.
4. **Personnel:** M&F has over twenty attorneys, including nine partners, in our offices. Andy Messer will have the primary responsibility for providing or supervising services for the Client. Other M&F lawyers and paralegals may be involved when M&F believes it would be beneficial or necessary to serve the Client, but Andy Messer will be the primary contact on matters assigned to M&F under this Engagement Agreement. Attorney resumes can be viewed at [www.txmunicipallaw.com](http://www.txmunicipallaw.com).
5. **Results:** Any views M&F expresses about a likely outcome are only expressions of judgment; we do not make representations or guarantees to the Client as to the probability of ultimate success or any particular result. The Client acknowledges and agrees that M&F’s entitlement to payment for fees and expenses shall not be contingent upon the results obtained or the final disposition of the services for which M&F has been retained.
6. **Records:** The Client should retain all originals and copies of documents for future reference. At its expense, M&F will retain its file(s) for a period of seven (7) years from the date a Client-matter is

concluded, but ultimately the file will be destroyed in accordance with a record retention schedule. If for any reason M&F dissolves or stops its business activities, the Firm will notify the Client and provide it with an opportunity to take possession of its Client files. Any charges presented to the Client in connection with the delivery of Client files will not exceed the actual costs incurred for the delivery. The Client recognizes that working papers shall be assembled and accumulated by M&F in connection with this representation, and that same shall belong to and remain the property of M&F.

7. **Litigation Matters:** M&F will represent/defend the Client in lawsuits upon the request of the Client. Likewise, we will initiate litigation only at the request of the Client. M&F will not serve as prosecutor of municipal court unless otherwise directed.
8. **Fees:** M&F will bill monthly for services rendered and expenses incurred in the manner agreed to by the parties. M&F will separate invoices on separate matters, as requested by the Client. Hourly rates will be billed at the following rates:

|       |                                      |
|-------|--------------------------------------|
| \$595 | per attorney hour for partners       |
| \$395 | per attorney hour for associates     |
| \$195 | per hour for law clerks and planners |
| \$195 | per hour for paralegals              |

Time for legal work and travel is billed in tenth of an hour increments, as follows:

|                 |                 |
|-----------------|-----------------|
| .1 = 6 minutes  | .6 = 36 minutes |
| .2 = 12 minutes | .7 = 42 minutes |
| .3 = 18 minutes | .8 = 48 minutes |
| .4 = 24 minutes | .9 = 54 minutes |
| .5 = 30 minutes | 1. = 60 minutes |

Opinion letters for bonds are a flat fee paid from the bond proceeds, if requested. Market rates (non-governmental) will be charged when the City is fully reimbursed for legal expenses, such as by a developer or a debt issuance, if applicable. The City understands that the costs of services can be estimated in advance on a per case basis, but no particular amount is guaranteed as the amount of time necessary to spend on a legal matter can be influenced by the actions of third parties. The City further understands that M&F hourly rates may be modestly increased on an annual basis, but that any annual increase shall be no more than seven (7%) percent of the current rate. As directed by City Council, the City Administrator is hereby authorized to negotiate and agree to hourly rates on an annual basis.

9. **Billing Practices and Payment:** M&F bills for matters on a monthly basis, and payment is due within 30 days of receipt of the invoice. We do not bill for expenses associated with our representation except for filing and recording fees, litigation costs, copy costs, research database costs, and charges for extraordinary items which may be generated by the particular demands of the project involved. If experts or consultants are retained or if other support services are required, e.g., mediators, engineers, court reporters, investigators, etc., these individuals or firms will be retained based upon the Client's consent. The Client will be responsible for paying the fees of these individuals or firms, and such payments should be made within thirty days of receipt of their invoice or M&F's invoice containing the charges for the third party. We will advise these individuals or firms that they are being retained by and for the benefit of the Client who is responsible for payment of their fees.

If the Client has a question about M&F's billing procedures or statements, please ask Andy Messer. M&F prefers that questions be raised as soon as possible so that we can address the concerns and be certain the Client understands our procedures and our statements and is fully satisfied with them.

10. **Termination**: Either party may terminate our representation at any time by notifying the other in writing. In either case, MF's withdrawal will be accomplished pursuant to applicable ethical requirements. Upon termination of the representation, the Client will be obligated to pay for all services rendered and expenses incurred.
11. **Amendments/Modifications**: The City of Starbase and M&F may amend or modify this Agreement so long as such amendment or modification is reduced to writing and is mutually agreed upon by the City of Starbase and M&F.
12. **Independent Legal Review**: M&F has written this engagement letter on its own behalf. Please feel free to seek independent legal advice from legal counsel of your choosing in order to review this engagement letter.
13. **Attorney Complaint Information**: M&F intends to maintain a high standard of ethical conduct towards the Client and others as set out and enforced by the State Bar of Texas. If for any reason the Client believes an attorney in M&F has violated the written rules of professional conduct for lawyers and/or has questions prior to filing a grievance, the Client may either contact the Office of the Chief Disciplinary Counsel of the State Bar of Texas by calling 1-866-224-5999 (toll free) or writing to P.O. Box 12487, Austin, Texas 78711-2487. Please note that by signing a grievance form, any attorney-client privilege, which would otherwise keep discussions between your attorney and you confidential, will be waived.
14. **Press Inquiries**: From time to time, we may receive media inquiries. Applicable ethical requirements may preclude or limit our response to those inquiries. Subject to ethical limitations, M&F will abide by your instructions concerning whether and in what manner we respond to media inquiries.
15. **Electronic Mail**: In the course of our representation, we may have occasion to communicate with you or with others by electronic mail. Such communications will not be encrypted. Although interception of such communications by a third party would constitute a violation of federal law, we can offer no assurance that such interception will not occur. We will abide by any instructions you may give us concerning electronic mail communications; in the absence of such instructions, we will use our own judgment regarding the advisability of using such means of communication.
16. **Miscellaneous**: Duplicate counterparts of this Agreement may be or may have been executed by the parties hereto. Each executed copy or counterpart shall have the full force and effect of an original executed instrument.

Any notice or communication required or permitted hereunder shall be in writing, and shall be sent by (a) personal delivery (provided that such delivery is confirmed by the courier delivery service), or (b) expedited delivery service with proof of delivery, or by United States mail, postage pre-paid, registered or certified mail, addressed as follows:

**If to the Client:**

Kent Myers, City Administrator  
City of Starbase, Texas  
39046 L B J Boulevard  
Brownsville, TX 78521  
[kent@clearcareerpro.com](mailto:kent@clearcareerpro.com)

**If to the Firm:**

Messer Fort, PLLC  
Attn: Wm. Andrew Messer, Partner  
6371 Preston Road, Ste 200  
Frisco, TX 75034  
[andy@txmunicipallaw.com](mailto:andy@txmunicipallaw.com)

or to such other address or for the attention of such other person as thereafter shall be designated in writing by the applicable parties sent in accordance herewith. Any such notice or communication shall be deemed to have been given at either the time of personal delivery or, in the case of delivery service or certified or registered mail, as of the date of deposit or delivery to the United States Postal Service or expedited delivery service in the manner provided herein. Any notice required by this Agreement shall be void and of no effect unless given in accordance with the provisions of this paragraph. Either party hereto may change the address for notice specified above to give the other party two (2) days' advance, written notice of such change of address.

This Agreement shall be construed under and in accordance with the laws of the State of Texas. This Agreement is executed by the authorized agent of City of Starbase and M&F, effective as of the date first above written.

- 17. Texas Lawyer's Creed:** On November 7, 1989, the Texas Supreme Court adopted the Texas Lawyer's Creed - a Mandate for Professionalism. Paragraph II, subparagraph 1 of the Creed requires us to advise you of its contents when we undertake representation. A copy of the Creed is available for you at <https://www.legalethicstexas.com/texas-lawyers-creed-details/>.

If the Client agrees with the foregoing, please sign and return one enclosed copy of this letter and retain the other copy for your records to be effective upon execution.

Again, we appreciate you engaging Messer Fort, PLLC to represent you and we look forward to working with you and establishing a mutually beneficial relationship.

Sincerely yours,

**Messer Fort, PLLC**

Wm. Andrew Messer

CITY OF STARBASE AGREES TO RETAIN MESSER FORT, PLLC ON THE FOREGOING TERMS.

By: \_\_\_\_\_  
Bobby Peden, Mayor  
City of Starbase

# **S T A R B A S E**

## **CITY COMMISSION AGENDA MEMO**

**TO: Mayor and City Commission**

**FROM: City Administrator**

**ITEM: Creating the Position of City Administrator**

### **SUMMARY**

The City of Starbase may create other municipal officers including a City Administrator position according to Texas Local Government Code Section 22.071, and per Section 22.072 prescribe the powers and duties of the municipal officer.

### **BACKGROUND**

The City Administrator shall act as the chief administrative officer for the city. The position is responsible for the day-to-day operations of the city. General duties include supporting the City Commission with the development of policy proposals, implementing policy decisions and managing city finances and any personnel, and additional duties are in the ordinance.

### **STAFF RECOMMENDATIONS**

It is recommended that the City Commission approve the attached ordinance creating the position of City Administrator and defines the duties of this position.

Suggested Motion: "I motion to approve the ordinance creating the position of City Administrator."

### **ATTACHMENTS**

Ordinance Creating Position of City Administrator

**CITY OF STARBASE, TEXAS  
ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF STARBASE, TEXAS, CREATING THE POSITION OF AN ADMINISTRATIVE OFFICER OF THE CITY TO SERVE AT THE WILL OF THE CITY COMMISSION OF THE CITY OF STARBASE TEXAS, AND PROVIDING THAT SUCH PERSON IS TO BE COMPENSATED AS DIRECTED BY THE MAYOR AND THE CITY COMMISISON OF STARBASE, TEXAS AND PROVIDING DUTIES OF THE ADMINISTRATIVE OFFICER, PROVIDING FOR A REPEALER; PROVIDING FOR ENGROSSMENT AND ENROLLMENT OF THIS ORDINANCE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.**

**WHEREAS**, the City of Starbase, Texas (“City”) is a Type C general law municipality located in Cameron County, Texas created in accordance with the provisions of Chapter 8 of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

**WHEREAS**, the City is in need of a city administrator who is capable and authorized to handle the day-to-day, non-legislative, administrative functions of the City which employee shall act under the direction of the Mayor and the City Commission of Starbase, Texas; and

**WHEREAS**, the City Commission desires to establish the office of city administrator per the Texas Local Government Code Section 22.071, *et seq.*, under the terms and conditions set forth herein;

**WHEREAS**, the City Commission finds that the creation of such office is in the best interest of the public health, safety, and general welfare of the public and the City Commission.

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

**SECTION 1. Recitals.** The City Commission finds all the above recitals to be true and correct and incorporates the same in this Ordinance as findings of fact.

**SECTION 2. Office.** Subject to the terms hereof, there is hereby created the office of city administrator, and the employee filling such office shall be responsible for the day-to-day, non-legislative, functions of the City as may be specifically directed by the Mayor and approved by the City Commission of the City.

**SECTION 3. Term.** The term of employment of any person employed to fill such office shall be at the will of the City Commission of the City.

**SECTION 4. Compensation.** The compensation for such employee shall be as determined by the City Commission and such compensation shall be reviewed annually by the City Commission.

**SECTION 5. City Administrator Duties.** The city administrator, subject to limitations defined in resolutions and ordinances of the City and state statutes, shall be the chief administrative officer of the City, responsible directly to the Mayor and City Commission for the proper administration and management of the business affairs of the City including individual City departments, pursuant to the statutes of the State and the ordinances of the City, and the resolutions, board motions and directives of the City Commission, with powers and duties as follows:

1. Exercise discretionary power to manage the City and all departments in order to carry out directives of the Mayor and City Commission which require administrative implementation, reporting promptly to the Mayor any difficulties encountered;
2. Exercise discretionary power to manage and be responsible for the administration of all day-to-day operations of the City government including the monitoring of all city ordinances, resolutions, Commission meetings and state statutes;
3. Prepare a plan of administration, including an organization chart, which defines authority and responsibility for all non-statutory positions of the City; and submit it to the City Commission for adoption as the official organization and administrative procedure for the City;
4. Establish, when necessary, administrative procedures to increase the effectiveness and efficiency of the city government according to current practices in local government, not inconsistent with paragraph 2 above or directives of the Mayor and City Commission;
5. Attend, or appoint a representative to attend, as a non-voting staff member, all meetings of boards, commissions and committees of the City;
6. Keep informed, under the guidance of the City Attorney, concerning current federal, state and county legislation and administrative rules affecting the City and submit appropriate reports and recommendations on those matters to the City Commission;
7. Represent the Mayor and City Commission in matters involving the city.
8. Facilitate communications between citizens and city government to ensure that complaints, grievances, recommendations, and other matters receive prompt attention by a city official, and to ensure that all such matters are resolved;
9. Promote the economic well-being and growth of the City through public and private sector cooperation.

Responsibilities to City Commission

1. Attend all meetings of the City Commission required in the performance of their duties, unless excused by the Mayor;
2. In coordination with the Mayor, the City Commission and the City Clerk, ensure that agendas are prepared for all meetings of the City Commission, together with such supporting material as may be required; with nothing in this subsection being

- construed as to give the Administrator authority to limit or in any way prevent matters from being considered by the City Commissioners;
3. Assist the City Attorney in the preparation of ordinances and resolutions as requested by the Mayor or the City Commission, or as needed;
  4. Keep the Mayor and City Commission regularly informed about the activities of the Administrator's office by oral or written reports at regular and special meetings of the City Commission;
  5. Receive directives from the Mayor in the event that action normally requiring City Commission approval is necessary in emergency situations at a time when the City Commission cannot meet.

#### Personnel

1. Be responsible for the administrative direction and coordination of all employees of the City;
2. Recommend to the City Commission the appointment, promotion, suspension, or termination of any non-statutory employees of the City;
3. Manage and direct the work of City employees;

#### Budgeting and Purchasing

1. Be responsible for preparation, posting and publishing including all official notices required, of the annual City budget and City budget proceedings in accordance with guidelines as may be provided by the City Commission and pursuant to State statutes, for review and approval by the Mayor and City Commission;
2. Administer the budget as adopted by the City Commission;
3. Report regularly to the City Commission on the current fiscal position of the City;
4. Supervise the accounting system of the City and ensure that the system employs methods in accordance with current professional accounting procedures established by the City Commission and any limitations contained in the State statutes.

**SECTION 6. Reimbursable Expenses.** The City Administrator shall be entitled to have expenses reimbursed as would any other employee or officer of the City of Starbase, Texas.

**SECTION 7. Penalty.** Any person, firm, or corporation violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punishable by a fine not to exceed \$2,000 for all violations involving fire safety, or public health and sanitation and shall be fined not more than \$500 for all other violations of this Ordinance. Each day or any portion thereof during which any violation of this Ordinance occurs or continues shall be deemed a separate offense and upon conviction thereof shall be punishable as herein provided.

**SECTION 8. Severability.** It is hereby declared to be the intention of the Board of Commissioners that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this code shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction,

such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the Board of Commissioners without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

**SECTION 9. Repealer.** This Ordinance shall be cumulative of all provisions of all ordinances of the City of Starbase, affecting Fire Code provisions, as amended, and shall not repeal any of the provisions of such ordinances, except in those instances where provisions of such ordinances are in direct conflict with the provisions of this Ordinance.

**SECTION 10. Engrossment/Enrollment.** The City Clerk is hereby directed to enroll and engross this Ordinance by copying the exact Caption and Effective Date clause in the minutes of the Board of Commissioners and by filing this Ordinance in the Ordinance Records of the City.

**SECTION 11. Publication.** The City Clerk is hereby directed to publish the caption, penalty clause, and effective date of this Ordinance as provided by law.

**SECTION 12. Effective Date.** This Ordinance shall become effective upon its passage and publication as required by law, and it is so ordained.

PASSED AND APPROVED by the Board of Commissioners of the City of Starbase, Texas, on this 29th day of May 2025.

CITY OF STARBASE, TEXAS

\_\_\_\_\_  
Bobby Peden, Mayor

ATTEST:

\_\_\_\_\_  
Caroline Cole, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Wm. Andrew Messer, City Attorney

# **S T A R B A S E**

## **CITY COMMISSION AGENDA MEMO**

**TO: Mayor and City Commission**

**FROM: City Administrator**

**ITEM: Agreement with Clear Career Professionals LLC for City Administrator**

### **SUMMARY**

The City of Starbase is seeking the services of a City Administrator to assist with managing the day-to-day operations of the City, implementing the policy decisions of the City Commission, and planning for the growth of the community.

### **BACKGROUND**

Clear Career Professionals LLC is based in Plano and assists Texas cities with the recruitment and placement of city managers, city administrators and other municipal management personnel. Clear Career has worked with other cities in the area such as Brownsville, Kingsville and Aransas Pass. The proposed agreement provides Kent Myers will be assigned to serve as the Starbase City Administrator; paid hourly and reimbursed for travel expenses. Attached is a copy of Kent Myers resume which sets out his extensive experience serving as City Manager in five different cities over a 40-year career.

### **STAFF RECOMMENDATIONS**

It is recommended that the attached agreement be approved.

Suggested Motion: "I move that the attached agreement for interim services with Clear Career Professionals LLC be approved."

### **ATTACHMENTS**

1. Proposed Agreement for Interim Services with Clear Career Professionals LLC
2. Resume for Kent Myers



Clear Career Professionals  
Agreement for Interim Services

## AGREEMENT

This Interim Services Agreement ("Agreement") is entered into by and between the City of Starbase, a Texas municipal corporation (hereinafter referred to as the "City"), and Clear Career Professionals LLC and The Clear Group Consulting LLC (collectively referred to as "Clear").

### Scope of Services

Clear shall provide personnel to fulfill key interim administrative functions for the City, including but not limited to:

Kent Myers – City Administrator

Each assigned individual shall perform their duties in accordance with applicable State law, and City ordinances and policies. The Mayor of the City of Starbase must approve any substitution or replacement of assigned personnel prior to a new individual assuming duties.

Additional interim positions may be authorized under this Agreement, subject to written agreement between the City and Clear on the individual assigned and the applicable hourly rate. Such assignments shall also require the Mayor's written approval prior to commencement.

### Compensation

The City agrees to compensate Clear as follows:

The City agrees to compensate Clear as follows:

Kent Myers – \$275.00 per hour worked and invoiced; \$50.00 per hour for travel time

Clear shall be reimbursed for all reasonable expenses incurred in the course of performing services for the City, including but not limited to travel-related costs such as airfare, lodging, meals, parking, and rental vehicles. In addition, Clear may be reimbursed for necessary office-related expenses such as equipment, computers, supplies, and training directly associated with the fulfillment of this agreement. All such expenses will be supported by appropriate documentation and subject to City approval.

Invoices will be submitted on a bi-weekly basis and are due and payable upon receipt.

### Permanent Hire Fee

If the City retains any of the assigned personnel for permanent full-time or part-time employment, the City agrees to pay Clear a permanent hire fee of \$7,000.00.

### Term



Clear Career Professionals

Agreement for Interim Services

The term of this Agreement shall be for one year and may be renewed for successive one year terms only by written agreement. The term shall begin upon the date of the execution by the Mayor and approval by the City.

#### Workers Compensation

The City further agrees to provide Workers' Compensation coverage through TMLIRP or an equivalent provider for all interim personnel during the term of this agreement while performing duties on behalf of the City.

Personnel provided by Clear are independent contractors and Clear shall be responsible for compliance with all state and federal requirements for minimum wage, income tax withholding, and all other city, state or federal requirements governing employer/employee relations.

#### Indemnification

Clear maintains General and Professional Liability Insurance. To the extent permitted by law, the City agrees to indemnify and hold harmless the assigned personnel, Clear, and its owners and affiliates from any claims, liabilities, or expenses arising out of services rendered under this Agreement, provided such claims are covered under applicable City liability insurance or TMLIRP (Texas Municipal League Intergovernmental Risk Pool) coverage.

The parties acknowledge and agree that indemnification by the City is prohibited by the Texas Constitution Sec. III, Art. 51, and therefore any type of hold harmless provision obligating the City is likely unenforceable or enforceable only to the extent authorized by the Constitution and laws of the State of Texas.

CLEAR HEREBY AGREES TO INDEMNIFY DEFEND AND HOLD HARMLESS THE CITY, ITS ELECTED OFFICIALS, OFFICERS, AND AGENTS AGAINST ANY AND ALL CLAIMS BY CLEAR OR ITS PERSONNEL OR ANY THIRD PARTY, INCLUDING ANY LAWSUITS, JUDGMENTS, COSTS, LIENS, LOSSES, EXPENSES, FEES (INCLUDING REASONABLE ATTORNEY FEES) PROCEEDINGS ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE, OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT THAT MAY ARISE FROM OR BE OCCASIONED BY ACTIONS BY CLEAR OR ITS PERSONNEL OR ANY NEGLIGENT ACT, ERROR OR OMISSION OF CLEAR, OR OF ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, VOLUNTEER OR SUBCONTRACTOR OF CLEAR WHILE IN THE EXERCISE OR PERFORMANCE OF THIS AGREEMENT. NOTHING HEREIN SHALL WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO THE CITY UNDER LAW. OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE



Clear Career Professionals  
Agreement for Interim Services

MAINTAINED BY CLEAR UNDER THIS AGREEMENT, WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES, AND THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT

Nothing herein expressed or implied is intended, or shall be construed to confer upon or give to any person or entity, other than the parties to this agreement any right or remedy under or by reason of this Agreement.

#### Severability

If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and the remainder of this Agreement shall be construed as if such clause or provision was never contained herein.

#### Confidential Information

Clear shall be required to keep any confidential information received from the City confidential, however, the parties agree and acknowledge the City is subject to the Texas Government Code Chapter 552, Texas Public Information Act.

#### Termination

This Agreement may be terminated by either party at any time, with or without cause, by providing seven (7) days written notice to the other party. Upon termination, Clear shall be paid for all services rendered and expenses incurred through the effective date of termination.

#### Notices

All notices under this Agreement shall be directed as follows:

To the City of Starbase  
Mayor Bobby Peden  
[Email Address]  
39046 L B J Boulevard  
Brownsville, TX 78521

To Clear:  
Michael Boese, President Clear Career Professionals LLC / The Clear Group Consulting LLC  
[Michael@clearcareerpro.com](mailto:Michael@clearcareerpro.com)  
3000 Custer Road, Suite #270191



Clear Career Professionals  
Agreement for Interim Services

Plano, TX 75075

#### Mediation & Arbitration

Any dispute arising under this Agreement shall first be submitted to non-binding mediation, administered by the American Arbitration Association under its Commercial Mediation Procedures. If the dispute is not resolved through mediation within 30 days of the request for mediation, the matter shall be resolved by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. Arbitration shall occur in Cameron County, Texas, and the arbitrator may award attorney's fees and costs to the prevailing party. This clause does not preclude either party from seeking provisional relief in a court of competent jurisdiction.

#### Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any legal action shall be in Cameron County State Court, Texas, unless otherwise resolved through arbitration.

#### Entire Agreement

This Agreement constitutes the full and complete understanding of the parties and supersedes any and all other discussions, agreements and understandings, either oral or written, between the parties . Any amendments must be in writing and signed by both parties.

#### Approval and Acceptance

Approved and agreed to on this the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between:

\_\_\_\_\_  
Michael Boese, President (Clear)

\_\_\_\_\_  
City of Starbase, Texas

# **Kent Myers, Ph.D**

## **Professional Experience**

### **Vice-President of Recruitment Clear Career Professionals LLC September 2022 to Present**

Established company to assist cities with recruitment of city managers, city administrators and department head positions in Texas and Arkansas. Completed recruitments for the cities of Kerrville, Murphy, Kemah, Jamaica Beach and Clear Lake Shores.

### **Field Consultant Strategic Partnerships LLC-Austin, Texas November 2022 to Present**

Part-time consultant representing various private companies that are expanding their services to local governments in Texas and Arkansas.

### **City Manager-City of Fredericksburg, Texas May 2012 to May 2022**

City Manager of full-service organization with an annual budget of \$70 million and 185 employees. Areas of focus include economic/tourism development, employee training and career development, long-range planning, historical preservation, City/County cooperation, customer services and infrastructure development. Major accomplishments include:

- Chaired Local Labor Task Force involving 8 agencies that focused on expansion and improvements to local labor force.
- Attracted new development including affordable housing, retail, restaurants, and hotels with a total investment of over \$400 million.
- Completed major capital improvements including new streets, sidewalks, bridges, utilities, parks, Electric Services Building and Animal Shelter.
- Completed long-range study on future City staffing and office space needs.
- Received Government Finance Officers Association (GFOA) awards for City Budget.
- Consolidated City/County dispatch services resulting in a 25% cost reduction.
- Consolidated Fire and EMS services that have decreased response times by over 30% and improved City's fire insurance rating.
- Coordinated Charter Review Committee that was successful in getting 30 City Charter amendments passed by local voters.
- Developed award-winning employee succession plan including leadership training to prepare employees for promotional opportunities.
- Reduced City property tax rate below \$.20 per \$100 valuation.
- Served on Steering Committee that developed long-range community visioning plan.
- Coordinated city-wide broadband improvement project including the addition of 20 miles of dark fiber to serve under served and unserved residents

### **City Manager-City of Port Angeles, Washington January 2009 to May 2012**

Served as City Manager for full-service city with a \$125 million annual budget. Major emphasis on fiscal stability and job growth. Worked closely with County, Port Authority, local tribes, and numerous other agencies. Accomplishments included:

- Completed comprehensive waterfront development plans.
- Completed Gateway development that includes Farmer's Market pavilion, Transit Center, and parking garage.
- Established citizen involvement programs including citizen surveys, City Manager Coffees, citizen advisory committees and expanded public hearings.
- Created economic development initiatives in coordination with the Port Authority that resulted in several new industries and major job expansion.
- Instituted budgeting for priorities program to guide City through budget process.

**City Manager-City of Hot Springs, Arkansas**  
**November 1994 to December 2008**

City Manager of major tourism and arts community with a population of over 35,000 and 610 employees and an annual budget of over \$90 million. Major programs/projects that were accomplished or implemented included:

- Increased sales tax revenues over 100% and eliminated city property tax.
- Completed over \$100 million in capital improvements, including major expansion of Convention Center, downtown revitalization, new sports arena, police station, fire stations, airport terminal, and several new parks.
- Created employee self-funded health insurance and comprehensive wellness program that resulted in a 20% reduction in insurance costs.
- Improved community fire insurance rating from a Class 4 to a Class 2
- Coordinated high-quality growth and economic development, including several major commercial centers, new industries, call center, passport center, amusement and water park, botanical gardens, hotels, restaurants, and Office and Technology Park.
- Expanded opportunities for citizen input, including numerous public hearings, neighborhood meetings, citizen surveys and City Manager coffees.
- Established comprehensive neighborhood improvement programs including code enforcement, neighborhood plans, nuisance abatement and infrastructure improvements funded by CDBG.
- Established city-wide green initiatives program including conducting city-wide green survey, creation of Green Team of city employees, initiation of LEED training and energy audit of all city buildings.
- Received federal funding and developed downtown parking deck that was recognized with several state and national architectural awards.

**City Manager-City of Casa Grande, Arizona**  
**April 1989 to November 1994**

Served as Chief Administrative Officer for a community located midway between Phoenix and Tucson. Casa Grande is a leader in attracting and retaining major commercial and industrial businesses, including three Fortune 500 companies. Responsibilities included oversight of 11 city departments, involving 210 city employees. Major achievements realized included:

- Completed a comprehensive downtown revitalization plan and received designation as an Arizona Main Street community.
- Attracted two outlet mall retail centers totaling over 400,000 square feet, generating over \$1 million in annual city sales taxes.
- Developed and initiated a Caring for Casa Grande customer service program to improve responsiveness in handling citizen requests and complaints.
- Established a one-stop permit center for centralizing and expediting building permits.

**City Manager-City of Converse, Texas**  
**December 1981 to April 1989**

First City Manager of a progressive Home Rule City located in the San Antonio metropolitan area. The City of Converse was the fastest growing city in the 11-county San Antonio region. Accomplishments included:

- Completed major expansions to city facilities including City Hall, police and fire stations and major water improvement project all within budget and on schedule.
- Organized comprehensive city economic development and marketing program.
- Developed a street improvement bond program and building improvement bond project which were both overwhelmingly approved by voters.
- Prepared first complete zoning ordinance and zoning map.
- Developed first personnel management program with complete pay plan, performance evaluation system, detailed job descriptions and personnel policies manual.

**Acting Executive Director, Assistant to the Director and Regional Services  
Director-East Texas Council of Governments  
December 1978 to November 1981**

Responsible for a variety of management and planning functions for this regional planning agency serving 14 counties. Promoted after one year to Assistant position and served for six months as Acting Executive Director.

**Research Associate-University of Texas at Arlington  
March 1978 to November 1978**

Worked in association with the Texas Municipal League (TML) on a study on interlocal cooperation in Texas. Co-authored a book published by TML containing successful cases of interlocal cooperation between cities and counties throughout the state.

**Educational Background**

PhD, Leadership Studies, Our Lady of the Lake University-2021  
Masters, Public Administration, Texas Christian University-1977  
Bachelors, Criminal Justice, University of Texas at Arlington-1974

**Organization Memberships and Community Service**

International City/County Management Association (ICMA)  
Texas City Management Association (TCMA)-City Managers of Tomorrow Committee  
Texas Public Power Association (TPPA)-Past President and Board Member  
Fredericksburg Morning Rotary Club  
Volunteer-Homeless Shelters in Hot Springs and San Antonio

**Awards and Recognitions**

Arkansas Municipal League, Lifetime Member  
International City Management Association, 40-Year Service Award  
Graduate-Leader Arkansas Statewide Leadership Program Class 12  
Graduate-Leadership Gillespie County  
National Service to Youth Award – Boys and Girls Clubs of America  
Founding Co-Chairman-Recognizing Everyone's Gifts and Respecting Diversity (REGARD)  
Texas Municipal League (TML) Award of Excellence for Employee Succession Program  
ICMA Task Force on Job Hunting Handbook-Chairman  
TCMA Public Policy Committee  
TCMA Mentoring Award (2020)  
TCMA Ethics Trainer  
TPPA Gary Brown Service Award (2021)  
Manager in Residence-University of Texas at San Antonio-UTSA  
Event Organizer-Emerging Local Government Leaders (ELGL) Conference-UTSA  
Public Administration Advisory Board-University of Texas at San Antonio

Speaker on Workforce Issues, Ethics, Succession Planning, Leadership and Short-Term Rentals  
Arkansas Night Sky Association Board of Directors  
Volunteer-Arkansas Food Bank

# **S T A R B A S E**

## **CITY COMMISSION AGENDA MEMO**

**TO: Mayor and City Commission**

**FROM: City Administrator**

**ITEM: Ordinance Setting Out Duties of the City Clerk**

### **SUMMARY**

The City Commission must appoint a competent person to serve as clerk and set out the duties of the city clerk.

### **BACKGROUND**

Starbase requires a competent person to serve as the clerk of the municipality. Texas Local Government Code Chapter 24 requires the appointment of a city clerk, and the clerk's duties are prescribed by both Texas statute and the City Commission. These duties include overseeing publication and posting of legal notices and agendas, coordinating municipal elections, maintaining the city website, serving as the general accountant, administering oaths, and other key municipal functions.

### **STAFF RECOMMENDATIONS**

It is recommended that the City Commission approve the ordinance setting out the duties and responsibilities of the city clerk of the City of Starbase.

Suggested Motion: "I move to approve the ordinance setting forth the duties and powers of the city clerk as an officer of the City of Starbase."

### **ATTACHMENTS**

Ordinance Setting Forth the Duties and Powers of the City Clerk an Officer of the City

**CITY OF STARBASE, TEXAS  
ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF STARBASE, TEXAS SETTING  
FORTH THE DUTIES AND POWERS OF THE CITY CLERK, AS AN  
OFFICER OF THE CITY; PROVIDING FOR SEVERABILITY AND  
REPEALER; PROVIDING FOR ENGROSSMENT AND ENROLLMENT  
OF THIS ORDINANCE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Starbase, Texas (“City”) is a Type C general law municipality located in Cameron County, Texas created in accordance with the provisions of Chapter 8 of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

**WHEREAS**, pursuant to Texas Local Government Code Section 24.052 the governing body of a Type C General Law municipality shall appoint a competent person as the clerk of the municipality; the clerk is also the tax assessor-collector of the municipality, and has the same powers and duties by the general laws on the clerk, treasurer, and tax assessor-collector of a Type A or Type B general-law municipality; and

**WHEREAS**, the City Commission finds that setting forth the City Clerk’s duties and powers by ordinance is in the best interest of the general public welfare and efficient administration of City business.

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

**SECTION 1. Recitals.** The City Commission finds all the above recitals to be true and correct and incorporates the same in this Ordinance as findings of fact.

**SECTION 2. Appointment.** The City Commission shall appoint a City Clerk by motion at a duly held public meeting of the City Commission.

**SECTION 3. Bond Required.** The City Commission finds that prior to performing the duties of City Clerk a sufficient bond must be executed in an amount approved by the City Commission and filed and recorded in the minutes in accordance with Texas Local Government Code Section 24.052(b). In accordance with Section 24.052, the bond amount is set by the City Commission at \$20,000. A bond from a licensed surety is hereby approved by the Commission and the City Clerk is hereby ORDERED to, upon her receipt of the surety bond, file same in the minutes of the meeting of the adoption of this Ordinance. The City of Starbase shall pay or reimburse the City Clerk’s cost of obtaining the bond.

**SECTION 4. City Clerk Duties.** The City Commission finds that the duties of the City Clerk include, but are not limited to the following:

- Attend all City Commission meetings in person and keep accurate minutes of the City Commission's proceedings.
- Coordinate and ensure compliance with the Public Information Act by overseeing requests for public information and ensure that such information is released according to state law.
- Take charge of, arrange, and maintain the records of the City Commission. Serve as the records management officer responsible for establishing, maintaining, updating and preserving all historical, public, and legal records for the City in compliance with the Texas State Library Records Retention Schedule. Maintain original files for the City including contracts, bonds, agreements, litigation, and legal notices.
- Prepare and post the City Commission agenda and distribute a quality end product in a timely fashion.
- Perform follow-through on items acted upon by the City Commission including composing and preparing correspondence, notifying various individuals of City Commission actions, and ensuring that resolutions and ordinances are properly formatted and executed.
- Prepare all notices required under any regulation or ordinance of the City.
- Engross and enroll all laws, resolutions, and ordinances of the City Commission.
- Act as Elections Administrator to ensure all legal requirements are met, including coordination of all aspects of the City's General and Special Elections, and work directly with Cameron County Elections for all municipal elections, monitoring election procedures during election process, ensuring compliance with Texas Local Government law and election rules and regulations.
- Create, post, update, maintain, and analyze features of the City's website, and any other form of electronic communication supported by the City.
- Work closely with the City Attorney's office in preparation of official documents. File ordinances and resolutions of the City Commission and oversee the codification of ordinance into the municipal code.
- Prepare and advertise meeting agendas, bid and other advertisements and legal notices of public hearings, special meetings and other notices as required.
- Draw all the warrants on the Treasurer, countersign the warrants, and keep, in a record provided for that purpose, an accurate account of the warrants.
- Serves as the general accountant of the municipality and shall cause regular accounts of the municipal receipts and disbursements to be kept, as required by state law.
- Keep a register of bonds and bills issued by the City and all evidence of indebtedness due to the City.
- Perform all other duties required by law, ordinance, resolution, or order of the governing body.
- Accept service of legal documents for the City.
- Administer oath of office to public officials. Countersign all commissions issued to municipal officers and all licenses issued by the mayor and keep a record of those commissions and licenses.
- Serve as a notary public for City related documents.
- Keep the municipal corporate seal.

**SECTION 5.** The City Commission, in accordance with Texas Local Government Code Sec. 24.052(c), finds the clerk has the same powers and duties imposed by the general laws on the clerk, treasurer, and tax assessor of a Type A or Type B general law municipality, as set out in Texas Local Government Code Section 22.073.

**SECTION 6. Severability.** It is hereby declared to be the intention of the City Commission that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this code shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Commission without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

**SECTION 7. Repealer.** This Ordinance shall be cumulative of all provisions of all ordinances of the City of Starbase, affecting the City Clerk's duties and powers, as amended, and shall not repeal any of the provisions of such ordinances, except in those instances where provisions of such ordinances are in direct conflict with the provisions of this Ordinance.

**SECTION 8. Engrossment/Enrollment.** The City Clerk is hereby directed to enroll and engross this Ordinance by copying the exact Caption and Effective Date clause in the minutes of the City Commission and by filing this Ordinance in the Ordinance Records of the City.

**SECTION 9. Effective Date.** This Ordinance shall become effective upon its passage and publication as required by law, and it is so ordained.

PASSED AND APPROVED by the City Commission of the City of Starbase, Texas, on this 29th day of May 2025.

CITY OF STARBASE, TEXAS

\_\_\_\_\_  
Bobby Peden, Mayor

ATTEST:

\_\_\_\_\_  
Caroline Cole, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
W.m. Andrew Messer, City Attorney

# **S T A R B A S E**

## **CITY COMMISSION AGENDA MEMO**

**TO: Mayor and City Commission**

**FROM: City Administrator**

**ITEM: Agreement with Clear Career Professionals LLC for City Clerk and City Clerk Trainer**

### **SUMMARY**

The City of Starbase needs the services of the City Clerk to assist with a wide variety of duties required by the city. This includes records management, responding to public records requests, administering the city election, preparing agendas and minutes of meetings and handling all official public city documents.

### **BACKGROUND**

Clear Career Professionals LC is based in Plano and assists cities in Texas with the recruitment and placement of management personnel including city clerks and city secretaries. The proposed agreement provides Caroline Cole will be assigned to the City Commission to serve as the City's first appointed City Clerk. To assist in training for the position of city clerk, an important role as an appointed public official, the services of Melinda Uriegas, former employee with the City of San Antonio City Clerk's Office, are a component of the agreement.

### **STAFF RECOMMENDATIONS**

It is recommended that the attached agreement be approved.

Suggested Motion: "I move to approve the attached agreement for interim services with Clear Career Professionals LLC for city clerk and city clerk trainer."

### **ATTACHMENTS**

1. Proposed agreement for interim services with Clear Career Professionals LLC
2. Resume for Caroline Cole
3. Resume for Melinda Uriegas



**Clear Career Professionals**  
Agreement for Interim Services

## AGREEMENT

This Interim Services Agreement ("Agreement") is entered into by and between the City of Starbase, a Texas municipal corporation (hereinafter referred to as the "City"), and Clear Career Professionals LLC and The Clear Group Consulting LLC (collectively referred to as "Clear").

### Scope of Services

Clear shall provide personnel to fulfill key interim administrative functions for the City, including but not limited to:

Caroline Cole – City Clerk

Melinda Uriegas – City Clerk Trainer

Each assigned individual shall perform their duties in accordance with applicable State law, and City ordinances and policies. The Mayor of the City of Starbase must approve any substitution or replacement of assigned personnel prior to a new individual assuming duties.

Additional interim positions may be authorized under this Agreement, subject to written agreement between the City and Clear on the individual assigned and the applicable hourly rate. Such assignments shall also require the Mayor's written approval prior to commencement.

### Compensation

The City agrees to compensate Clear as follows:

The City agrees to compensate Clear as follows:

Caroline Cole - \$65.00 per hour worked and invoiced;

Melinda Uriegas - \$65.00 per hour worked and invoiced

Clear shall be reimbursed for all reasonable expenses incurred in the course of performing services for the City, including but not limited to travel-related costs such as airfare, lodging, meals, parking, and rental vehicles. In addition, Clear may be reimbursed for necessary office-related expenses such as equipment, computers, supplies, and training directly associated with the fulfillment of this agreement. All such expenses will be supported by appropriate documentation and subject to City approval.

Invoices will be submitted on a bi-weekly basis and are due and payable upon receipt.

### Permanent Hire Fee



Clear Career Professionals  
Agreement for Interim Services

If the City retains any of the assigned personnel for permanent full-time or part-time employment, the City agrees to pay Clear a permanent hire fee of \$7,000.00.

#### Term

The term of this Agreement shall be for one year and may be renewed for successive one year terms only by written agreement. The term shall begin upon the date of the execution by the Mayor and approval by the City.

#### Workers Compensation

The City further agrees to provide Workers' Compensation coverage through TMLIRP or an equivalent provider for all interim personnel during the term of this agreement while performing duties on behalf of the City.

Personnel provided by Clear are independent contractors and Clear shall be responsible for compliance with all state and federal requirements for minimum wage, income tax withholding, and all other city, state or federal requirements governing employer/employee relations.

#### Indemnification

Clear maintains General and Professional Liability Insurance. To the extent permitted by law, the City agrees to indemnify and hold harmless the assigned personnel, Clear, and its owners and affiliates from any claims, liabilities, or expenses arising out of services rendered under this Agreement, provided such claims are covered under applicable City liability insurance or TMLIRP (Texas Municipal League Intergovernmental Risk Pool) coverage.

The parties acknowledge and agree that indemnification by the City is prohibited by the Texas Constitution Sec. III, Art. 51, and therefore any type of hold harmless provision obligating the City is likely unenforceable or enforceable only to the extent authorized by the Constitution and laws of the State of Texas.

CLEAR HEREBY AGREES TO INDEMNIFY DEFEND AND HOLD HARMLESS THE CITY, ITS ELECTED OFFICIALS, OFFICERS, AND AGENTS AGAINST ANY AND ALL CLAIMS BY CLEAR OR ITS PERSONNEL OR ANY THIRD PARTY, INCLUDING ANY LAWSUITS, JUDGMENTS, COSTS, LIENS, LOSSES, EXPENSES, FEES (INCLUDING REASONABLE ATTORNEY FEES) PROCEEDINGS ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE, OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT THAT MAY ARISE FROM OR BE OCCASIONED BY ACTIONS BY CLEAR OR ITS PERSONNEL OR ANY NEGLIGENT ACT, ERROR OR OMISSION OF CLEAR, OR OF ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, VOLUNTEER OR



Clear Career Professionals  
Agreement for Interim Services

SUBCONTRACTOR OF CLEAR WHILE IN THE EXERCISE OR PERFORMANCE OF THIS AGREEMENT. NOTHING HEREIN SHALL WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO THE CITY UNDER LAW. OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY CLEAR UNDER THIS AGREEMENT, WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES, AND THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT

Nothing herein expressed or implied is intended, or shall be construed to confer upon or give to any person or entity, other than the parties to this agreement any right or remedy under or by reason of this Agreement.

#### Severability

If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and the remainder of this Agreement shall be construed as if such clause or provision was never contained herein.

#### Confidential Information

Clear shall be required to keep any confidential information received from the City confidential, however, the parties agree and acknowledge the City is subject to the Texas Government Code Chapter 552, Texas Public Information Act.

#### Termination

This Agreement may be terminated by either party at any time, with or without cause, by providing seven (7) days written notice to the other party. Upon termination, Clear shall be paid for all services rendered and expenses incurred through the effective date of termination.

#### Notices

All notices under this Agreement shall be directed as follows:

To the City of Starbase  
Mayor Bobby Peden  
[Email Address]  
39046 L B J Boulevard  
Brownsville, TX 78521



Clear Career Professionals  
Agreement for Interim Services

To Clear:

Michael Boese, President Clear Career Professionals LLC / The Clear Group Consulting LLC  
[Michael@clearcareerpro.com](mailto:Michael@clearcareerpro.com)  
3000 Custer Road, Suite #270191  
Plano, TX 75075

#### Mediation & Arbitration

Any dispute arising under this Agreement shall first be submitted to non-binding mediation, administered by the American Arbitration Association under its Commercial Mediation Procedures. If the dispute is not resolved through mediation within 30 days of the request for mediation, the matter shall be resolved by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. Arbitration shall occur in Cameron County, Texas, and the arbitrator may award attorney's fees and costs to the prevailing party. This clause does not preclude either party from seeking provisional relief in a court of competent jurisdiction.

#### Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any legal action shall be in Cameron County State Court, Texas, unless otherwise resolved through arbitration.

#### Entire Agreement

This Agreement constitutes the full and complete understanding of the parties and supersedes any and all other discussions, agreements and understandings, either oral or written, between the parties. Any amendments must be in writing and signed by both parties.

#### Approval and Acceptance

Approved and agreed to on this the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between:

\_\_\_\_\_  
Michael Boese, President (Clear)

\_\_\_\_\_  
City of Starbase, Texas

# Caroline Cole

## SIGNATURE STRENGTHS

- Talent & logistics management
- Proven producer for recorded media and live events
- Large-scale, multi-disciplinary project leadership for production and live events
- Client relations & stewardship
- Extensive contract law, copyright law, and publishing knowledge base
- Data tracking, analysis & reporting
- Utilizing new media to best advantage across platforms
- Composing and administration of budgets, project timelines
- Long range planning & process optimization
- Strategic asset development & vendor management

## EDUCATION

### B.S. Audio Production

Middle Tennessee State University  
cum laude

### B.A. Liberal Arts / Art History

Louisiana State University

## VOLUNTEERING

### Louisiana Arts & Sciences Museum

- Gala Committee 2022-2024

### Friends of the Delta Music Museum

- Director - Public Relations

### Furball - Companion Animal Alliance of Baton Rouge

- 2022 Data & Technology Chair
- 2019-2020 Production Chair

## WORK EXPERIENCE

### C4 Industries | Vidalia, Louisiana

2014-2024

#### Principal, Operations Manager & Strategic Partnerships

- Supervise all leads & retention strategies, all acquisitions & divestments, strategic client development
- Manage all profit & loss, including day to day office operations, site visits, annual outlooks, growth strategies, & project management
- Define vision for customer service, growth, & client transparency
- Responsible for creation & production of all safety procedures, standards & processes; the implementation of all safety on site and off, reporting directly to industry standard compliance agencies, including policies for aviation, maritime, and heavy equipment
- Managing talent and matching skillsets to projects, managing client project scope, and keeping timeline and budgets on track
- Trace and maintain all company administration, scheduling, legal compliances, insurances, licenses, and government permitting; large scale project management
- Research, identify, write & secure grants, steward donors and ensure compliance
- Clients: Exxon, Diamond Green Diesel, HF Sinclair, Fuji Vegetable Oil

### FILM & LIVE EVENTS

2007-2013

- **Set production assistant & assistant director** - managed all on set activity for production, high volume direct management, coordination of all departments and talent management
- **Transportation assistant & dispatch** - source, schedule, and produce all vehicular activity on set and off including air, water, & high volume people movement
- **Locations - key assistant** - all on set location contracting and management, including production of all logistics of all departments, planning & scheduling
- **Locations - scout** - sourcing, securing, & determining logistics for all locations
- **Art Department** - product placement & clearances, sourcing, brand stewardship

Notable Projects: Red, Abraham Lincoln Vampire Hunter, The Change Up, Worst.Prom.Ever, Looper, The Green Lantern, Seeking Justice, My Brother's Keeper, The Mechanic, OMA awards broadcast of Flaming Lips 24hr Tour Livestream, Butter, Disaster Movie, Youth In Revolt, I Hope They Serve Beer In Hell, Selma, Jeff Who Lives At Home, Jonah Hex, The Courier, Twilight Saga: Breaking Dawn, The Longshots, Stephen King's The Mist

### MUSIC INDUSTRY

2004-2007

#### ElevenSeven Records/10th Street Entertainment, NYC

##### Assistant to the General Manager

Artists: Blondie, Hanson, Buckcherry, Meatloaf, Nikki Sixx, Motley Crue, Drowning Pool

Worked directly under major artist managers, acquired and reviewed social media data, planned and produced appearances, implemented radio promotions, coordinated with major industry companies including all major record labels, MTV, Pandora, MySpace, Facebook, and Twitter, specialized in New Media developing marketing strategies to best use, track, and analyze social media data

#### Harris Music Publishing, Nashville TN

##### Personal Assistant to the President

Artists: Blake Shelton, Joe Nichols

Organized and maintained catalog, scheduled and attended pitch meetings, scheduled songwriting meetings, planned and produced songwriter nights, maintained calendar and coordinated affairs for the president, reviewed songwriter contracts and enforced parameters within, sync rights

#### Live Event Production Staff Student Worker

Middle Tennessee State University - live event production team for in house productions & concerts

## OTHER ACTIVITIES

Baja Pits - SCORE 2014 Baja 1000 pit co-captian

Rebelle Rally 2018 - Navigator

# MELINDA L. URIEGAS

1115 Gladstone, San Antonio, TX 78225  
(210) 317-6348 | melinda.uriegas@gmail.com

## EXPERIENCE

MARCH 2001 TO  
MARCH 2023

### ASSISTANT CITY CLERK, CITY OF SAN ANTONIO

**ELECTIONS, CAMPAIGN FINANCE, ETHICS, AND PETITIONS:** Ensured compliance with federal, state, and municipal requirements; accepted, processed, and maintained officeholder and candidate records to include applications, campaign finance and ethics disclosure reports, bank statements, training certificates, and oaths of office; created and maintained internal election, campaign finance, and petition calendars; created candidate packets and informed filers of compliance requirements; created, posted, and published bi-lingual election notices; assisted with the design, development, and implementation of the City's internally created Campaign Finance Electronic Filing System and Administrator Management System; identified and implemented improvements to the City's Municipal Campaign Finance and Ethics Codes, electronic filing system, and administrator system; managed all aspects of the electronic filing system to include development and implementation of a training program; assisted with the completion of campaign finance and ethics disclosure reports; managed all aspects of the petition verification process to include development and implementation of a training program; classified and identified electronic and paper records for destruction; responded to and fulfilled Texas Public Information Act (TPIA) requests; maintained and updated the election and campaign finance webpages; and maintained historical election data

**CITY COUNCIL AND BOARDS:** Attended City Council, City Council Committee, and Ethics Review Board (ERB) Meetings; prepared and maintained meeting minutes; accepted, processed, disseminated, and maintained board applications, nomination/appointment memos, training certificates, and oaths of office for approximately 1,000 members serving on 100 internal and external boards; created and disseminated board packets; and recommended changes to the internally created Board Management System

**RECORDS MANAGEMENT AND PASSPORTS:** Managed the Records Management, Archives, and Passports divisions to include ensuring compliance with federal, state, and municipal requirements and implementation of audit findings; responsible for the oversight and management of the Municipal Archives and Records Facility; coordinated, conducted, and completed records management and passport application acceptance trainings; assisted with the design and development of a new records management system; assisted with the development and implementation of a records conversion and migration process; and processed and tracked passport applications

**ADMINISTRATION:** Responsible for the supervision and training of staff; assisted in the hiring process; assisted with the development and management of departmental and division budgets; assisted staff with the retention and destruction of electronic and paper records; identified and implemented operational improvements and legally mandated procedural changes impacting the department and the organization

## EDUCATION

AUG 1996

DEC 1994

MASTER'S IN POLITICAL SCIENCE, ST. MARY'S UNIVERSITY

BACHELOR'S IN POLITICAL SCIENCE, ST. MARY'S UNIVERSITY

## SKILLS

- Ability to effectively communicate and collaborate with management, elected and appointed officials, candidates, citizens, staff, stake holders, and interested parties
- Strong knowledge of election, campaign finance/ethics disclosure and petition review requirements
- Strong knowledge of records management principles

## PROFESSIONAL

- Member of the TMCA, Inc. and Alamo Chapter of TMCA, Inc.
- Legislative Chair, Alamo Chapter of TMCA, Inc., January 2022 to December 2023
- Women's Leadership Program, City of San Antonio, 2014
- Five Star Award for Campaign Finance Electronic Filing System, City of San Antonio, 2007
- Texas Legislature and Texas State Library and Archives Commission (TSLAC) approved recommended revisions to the retention of election, campaign finance, and ethics records, 2005 and 2020, respectively

# **S T A R B A S E**

## **CITY COMMISSION AGENDA MEMO**

**TO: Mayor and City Commission**

**FROM: City Administrator**

**ITEM: Professional Services Agreement with SAFEbuilt Texas LLC**

### **SUMMARY**

The City of Starbase is expecting to have a large amount of residential and commercial construction activities over the next several years. SAFEbuilt is a third-party company that provides building permitting and building inspection services to many Texas cities. SAFEbuilt has trained and experienced personnel who are able to oversee these construction activities and ensure that they meet all adopted building codes.

### **BACKGROUND**

The SAFEbuilt agreement includes all building-related services including serving as the City's Building Official and Fire Marshal. SAFEbuilt will be able to provide any necessary code enforcement services. Over the past several SAFEbuilt has met with local builders and developers and gained a clear understanding of their projects and how they can help facilitate local construction activities. Exhibit A to the agreement outlines the list of services and costs which will be covered by building permit fees. Exhibit B covers the SAFEbuilt software provided so that all building permit applications will be on-line and tracked by city officials.

### **STAFF RECOMMENDATIONS**

It is recommended that the attached professional services agreement with SAFEbuilt be approved by the Commission.

Suggested Motion: "to approve a professional services agreement between the City of Starbase and SAFEbuilt Texas LLC."

### **ATTACHMENTS**

Professional Services Agreement Between Starbase and SAFEbuilt Texas LLC

# **PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF STARBASE, TEXAS AND SAFEbuilt TEXAS, LLC**

This Professional Services Agreement ("Agreement") is made and entered into by and between City of Starbase, Texas ("Municipality") and SAFEbuilt Texas, LLC, a wholly owned subsidiary of SAFEbuilt, LLC ("Consultant"). Municipality and Consultant shall be jointly referred to as "Parties".

## **RECITALS**

WHEREAS, Municipality is seeking a consultant to perform the services listed in Exhibit A – List of Services and Fee Schedule, ("Services"); and

WHEREAS, Consultant is ready, willing, and able to perform Services.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Municipality and Consultant agree as follows:

### **1. SCOPE OF SERVICES**

Consultant will perform Services in accordance with construction codes, amendments and ordinances adopted by the elected body of Municipality, state laws and regulations that are applicable to the Services provided under this Agreement. The qualified professionals employed by Consultant will maintain current certifications, certificates, licenses as required for Services that they provide to Municipality. Consultant is not obligated to perform services beyond what is contemplated by this Agreement.

Unless otherwise provided in Exhibit B, Consultant shall provide the Services using hardware and Consultant's standard software package. In the event that Municipality requires that Consultant utilize hardware or software specified by or provided by Municipality, Municipality shall provide the information specified in Exhibit B. Consultant shall use reasonable commercial efforts to comply with the requirements of Exhibit B and Municipality, at its sole expense, shall provide such technical support, equipment or other facilities as Consultant may reasonably request to permit Consultant to comply with the requirements of Exhibit B.

### **2. CHANGES TO SCOPE OF SERVICES**

Any changes to Services between Municipality and Consultant shall be made in writing that shall specifically designate changes in Service levels and compensation for Services. Both Parties shall determine a mutually agreed upon solution to alter services levels and a transitional timeframe that is mutually beneficial to both Parties. No changes shall be binding absent a written Agreement or Amendment executed by both Parties.

### **3. FEE STRUCTURE**

In consideration of Consultant providing services, Municipality shall pay Consultant for Services performed in accordance with Exhibit A – List of Services and Fee Schedule.

### **4. INVOICE & PAYMENT STRUCTURE**

Consultant will invoice Municipality, on a monthly basis and provide all necessary supporting documentation. All payments are due to Consultant within 30 days of Consultant's invoice date. Payments owed to Consultant but not made within sixty (60) days of invoice date shall bear simple interest at the rate of one and one-half percent (1.5%) per month. If payment is not received within ninety (90) days of invoice date, Services will be discontinued until all invoices and interest are paid in full. Municipality may request, and Consultant shall provide, additional information before approving the invoice. When additional information is requested Municipality will identify specific disputed item(s) and give specific reasons for any request. Undisputed portions of any invoice shall be due within 30 days of Consultants invoice date, if additional information is requested, Municipality will submit payment within thirty (30) days of resolution of the dispute.

5. TERM

This Agreement shall be effective on the latest date on which this Agreement is fully executed by both Parties. The initial term of this Agreement shall be twelve (12) months. Agreement shall automatically renew for subsequent twelve (12) month terms until such time as either Party notifies the other of their desire to terminate this Agreement.

6. TERMINATION

Either Party may terminate this Agreement, or any part of this Agreement upon ninety (90) days written notice, with or without cause and with no penalty or additional cost beyond the rates stated in this Agreement. In case of such termination, Consultant shall be entitled to receive payment for work completed up to and including the date of termination within thirty (30) days of the termination.

7. FISCAL NON-APPROPRIATION CLAUSE

Financial obligations of Municipality payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Municipality, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

8. MUNICIPALITY OBLIGATIONS

Municipality shall timely provide all data information, plans, specifications and other documentation reasonably required by Consultant to perform Services (Materials). Municipality has the right to grant and hereby grants Consultant a fully paid up, non-exclusive, non-transferable license to use the Materials in accordance with the terms of this Agreement.

9. PERFORMANCE STANDARDS

Consultant shall perform the Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Consultant represents to Municipality that Consultant retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform Services in accordance with this Agreement.

10. INDEPENDENT CONTRACTOR

Consultant is an independent contractor, and, except as provided otherwise in this section, neither Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of Municipality. Municipality shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for Municipality under this Agreement. Consultant shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with Consultant.

Consultant and Municipality agree that Consultant will provide similar service to other clients while under contract with Municipality and Municipality acknowledges that Consultant employees may provide similar services to multiple clients. Consultant shall at its sole discretion assign and reassign qualified employees, as determined by Consultant, to perform services for Municipality. Municipality may request that a specific employee be assigned to or reassigned from work under this Agreement and Consultant shall consider that request when determining staffing. Consultant shall determine all conditions of employment for its employees, including hours, wages, working conditions, promotion, discipline, hiring and discharge. Consultant exclusively controls the manner, means and methods by which services are provided to Municipality, including attendance at meetings, and Consultant's employees are not subject to the direction and control of Municipality. Except where required by Municipality to use Municipality information technology equipment or when requested to perform the services from office space provided by the Municipality, Consultant employees shall perform the services using Consultant information technology equipment and from such locations as Consultant shall specify. No Consultant employee shall be assigned a

Municipal email address as their exclusive email address and any business cards or other IDs shall state that the person is an employee of Consultant or providing Services pursuant to a contractual agreement between Municipality and Consultant.

It is the intention of the Parties that, to the greatest extent permitted by applicable law, Consultant shall be entitled to protection under the doctrines of governmental immunity and governmental contractor immunity, including limitations of liability, to the same extent as Municipality would be in the event that the services provided by Consultant were being provided by Municipality. Nothing in this Agreement shall be deemed a waiver of such protections.

11. ASSIGNMENT AND SUBCONTRACT

Neither party shall assign all or part of its rights or obligations under this Agreement to another entity without the written approval of both Parties; consent shall not be unreasonably withheld. Notwithstanding the preceding, Consultant may assign this Agreement in connection with the sale of all or substantially all of its assets or ownership interest, effective upon notice to Municipality, and may assign this Agreement to its parent, subsidiaries or sister companies (Affiliates) without notice to Municipality. Consultant may subcontract any or all of the services to its Affiliates without notice to Municipality. Consultant may subcontract any or all of the services to other third parties provided that Consultant gives Municipality prior written notice of the persons or entities with which Consultant has subcontracted. Consultant remains responsible for any Affiliate's or subcontractor's performance or failure to perform. Affiliates and subcontractors will be subject to the same performance criteria expected of Consultant. Performance clauses will be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

12. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless Municipality, its elected and appointed officials, employees and volunteers and others working on behalf of Municipality, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Consultant or any officer, employee, representative, or agent of Consultant. Consultant shall have no obligations under this Section to the extent that any Claim arises as a result of Consultants compliance with Municipal law, ordinances, rules, regulations, resolution, executive orders or other instructions received from Municipality.

To the fullest extent permitted by law and without waiver of governmental immunity, Municipality shall defend, indemnify, and hold harmless Consultant, its officers, employees, representatives, and agents, from and against any and all Claims alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that such Claims are caused by (a) the negligence of, or material breach of any obligation under this Agreement by, Municipality or any officer, employee, representative, or agent of Municipality or (b) Consultant's compliance with Municipal law, ordinances, rules, regulations, resolutions, executive orders or other instructions received from Municipality. If either Party becomes aware of any incident likely to give rise to a Claim under the above indemnities, it shall notify the other and both Parties shall cooperate fully in investigating the incident.

13. LIMITS OF LIABILITY

EXCEPT ONLY AS MAY BE EXPRESSLY SET FORTH HEREIN, CONSULTANT EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OPERATION, PERFORMANCE, ACCURACY, OR NON-INFRINGEMENT. IN NO EVENT SHALL CONSULTANT OR MUNICIPALITY BE LIABLE TO ONE ANOTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, EXEMPLARY, OR SPECIAL DAMAGES INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST DATA OR OTHER INFORMATION, OR LOST BUSINESS OPPORTUNITY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, INDEMNITY, NEGLIGENCE, WARRANTY, STRICT LIABILITY, OR TORT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF

ANY REMAINING REMEDY OTHER THAN WITH RESPECT TO PAYMENT OF OBLIGATIONS FOR SERVICES. EXCEPT WITH RESPECT TO PAYMENT OBLIGATIONS, IN NO EVENT SHALL THE LIABILITY OF MUNICIPALITY OR CONSULTANT UNDER THIS AGREEMENT FROM ANY CAUSE OF ACTION WHATSOEVER (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER ARISING BY NEGLIGENCE, INTENTIONAL CONDUCT, OR OTHERWISE) EXCEED THE GREATER OF THE AMOUNT OF FEES PAID TO CONSULTANT PURSUANT TO THIS AGREEMENT OR THE AVAILABLE LIMITS OF CONSULTANTS INSURANCE REQUIRED PURSUANT TO SECTION 14, BELOW (SUCH LIMITS DEFINE MUNICIPAL MAXIMUM LIABILITY TO THE SAME EXTENT AS IF MUNICIPALITY HAD BEEN OBLIGATED TO PURCHASE THE POLICIES).

#### 14. INSURANCE

- A. Consultant shall procure and maintain and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to Municipality. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- B. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one million dollars (\$1,000,000) bodily injury each accident, one million dollars (\$1,000,000) bodily injury by disease – policy limit, and one million dollars (\$1,000,000) bodily injury by disease – each employee. Worker's compensation coverage in "monopolistic" states is administered by the individual state and coverage is not provided by private insurers. Individual states operate a state administered fund of workers compensation insurance which set coverage limits and rates. Monopolistic states: Ohio, North Dakota, Washington, Wyoming.
- C. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent Consultant's, and products. The policy shall contain a severability of interest provision and shall be endorsed to include Municipality and Municipality's officers, employees, and consultants as additional insureds.
- D. Professional liability insurance with minimum limits of one million dollars (\$1,000,000) each claim and two million dollars (\$2,000,000) general aggregate.
- E. Automobile Liability: If performance of this Agreement requires use of motor vehicles licensed for highway use, Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident.
- F. Municipality shall be named as an additional insured on Consultant's insurance coverage.
- G. Prior to commencement of Services, Consultant shall submit certificates of insurance acceptable to Municipality.

#### 15. THIRD PARTY RELIANCE

This Agreement is intended for the mutual benefit of Parties hereto and no third-party rights are intended or implied.

#### 16. OWNERSHIP OF DOCUMENTS

Except as expressly provided in this Agreement, Municipality shall retain ownership of all Materials and Consultant shall retain ownership of all pre-existing Consultant intellectual property, including improvements thereto all work product and deliverables created by Consultant pursuant to this Agreement. The Materials, work product and deliverables shall be used by Consultant solely as provided in this Agreement and for no other purposes without the express prior written consent of Municipality. Subject to the preceding, as between Municipality and Consultant, all deliverables from the performance of the Services (Deliverables) shall become the exclusive property of Municipality when Consultant has been compensated for the same as set forth herein, and Municipality shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. Notwithstanding any provision of this Agreement to the contrary, Consultant shall have no liability, including under Section 13, with respect to (i)

the use by Municipality of unfinished or draft Deliverables or (ii) the use of Deliverables for any project other than that for which they were prepared or (iii) the use of Deliverables after a change in applicable codes or law. Notwithstanding the preceding, Consultant may use the Materials, work product, deliverables, applications, records, documents and other materials provided to perform the Services or resulting from the Services, for purposes of (i) training, (ii) benchmarking of Municipality's and other client's performance relative to that of other groups of customers served by Consultant; and (ii) improvement, development marketing and sales of existing and future Consultant services, tools and products. For the avoidance of doubt, Municipality Data will be provided to third parties, other than hosting providers, development consultants and other third parties providing services for Consultant, only on an anonymized basis and only as part of a larger body of anonymized data. If this Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to Municipality will be exported into a CSV file and become property of Municipality. Notwithstanding the preceding, Consultant shall own all rights and title to any Consultant provided software and any improvements or derivative works thereof.

17. CONSULTANT ACCESS TO RECORDS

Parties acknowledge that Consultant requires access to Records in order for Consultant to perform its obligations under this Agreement. Accordingly, Municipality will either provide to Consultant on a daily basis such data from the Records as Consultant may reasonably request (in an agreed electronic format) or grant Consultant access to its Records and Record management systems so that Consultant may download such data. Data provided to or downloaded by Consultant pursuant to this Section shall be used by Consultant solely in accordance with the terms of this Agreement.

18. CONFIDENTIALITY

Consultant shall not disclose, directly or indirectly, any confidential information or trade secrets of Municipality without the prior written consent of Municipality or pursuant to a lawful court order directing such disclosure.

19. CONSULTANT PERSONNEL

Consultant shall employ a sufficient number of experienced and knowledgeable employees to perform Services in a timely, polite, courteous and prompt manner. Consultant shall determine appropriate staffing levels and shall promptly inform Municipality of any reasonably anticipated or known employment-related actions which may affect the performance of Services. Additional staffing resources shall be made available to Municipality when assigned employee(s) is unavailable.

20. DISCRIMINATION & ADA COMPLIANCE

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Opportunity laws. Consultant shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by Municipality at any time during the term of this Agreement.

21. E-VERIFY/VERIFICATION OF EMPLOYMENT STATUS

Pursuant to FS 448.095, Consultant certifies that it is registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Consultant during the term of the Agreement. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility. If Consultant enters into a contract with a subcontractor to perform work or provide services pursuant to the Agreement, Consultant shall likewise require the subcontractor to comply with the

requirements of FS 448.095, and the subcontractor shall provide to Consultant an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. Consultant will maintain a copy of such affidavit for the duration of its contract with owner. Consultant is prohibited from using the E-Verify program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

22. SOLICITATION/HIRING OF CONSULTANT'S EMPLOYEES

During the term of this Agreement and for one year thereafter, Municipality shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of Consultant who provided services to Municipality pursuant to this Agreement ("Service Providers"), or who interacted with Municipality in connection with the provision of such services (including but not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of Consultant). Parties agree that this provision is reasonable and necessary in order to preserve and protect Consultant's trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, Parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable. In the event that Municipality hires any such employee during the specified period, Municipality shall pay to Consultant a placement fee equal to 100% of the employee's annual salary including bonus and training certification.

23. NOTICES

Any notice under this Agreement shall be in writing and shall be deemed sufficient when presented in person, or sent, pre-paid, first-class United States Mail, or delivered by electronic mail to the following addresses:

If to Municipality:

Kent Myers  
City Administrator  
39046 L B J Boulevard  
Brownsville, TX 78521

If to Consultant:

Joe DeRosa, CRO  
SAFEbuilt, LLC  
444 North Cleveland, Suite 444  
Loveland, CO 80537  
Email: [jderosa@safebuilt.com](mailto:jderosa@safebuilt.com)

24. FORCE MAJEURE

Any delay or nonperformance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

25. DISPUTE RESOLUTION

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties agree first to try in good faith to settle the dispute by mediation, before resorting to arbitration, litigation, or some other dispute resolution procedure. The cost thereof shall be borne equally by each Party.

26. ATTORNEY'S FEES

In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its own costs and attorney's fees.

27. AUTHORITY TO EXECUTE

The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

28. CONFLICT OF INTEREST

Consultant shall refrain from providing services to other persons, firms, or entities that would create a conflict of interest for Consultant with regard to providing the Services pursuant to this Agreement. Consultant shall not offer or provide anything of benefit to any Municipal official or employee that would place the official or employee in a position of violating the public trust as provided under Municipality's charter and code of ordinances, state or federal statute, case law or ethical principles.

29. GOVERNMENT CODE/PROHIBITION OF BOYCOTT ISRAEL

Consultant verifies that it does not Boycott Israel and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001/2270.001, as amended. By signing below, the Consultant certifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

30. GOVERNMENT CODE/PROHIBITION OF BOYCOTT FIREARMS AND AMMUNITION INDUSTRIES

Senate Bill 19, Effective September 1, 2021, amended Subtitle F, Title 10 of the Texas Government Code to add Chapter 2274 which prohibits a political subdivision of the State of Texas from entering into a contract with a company that discriminates against the firearms and ammunition industries. By signing below, Consultant certifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as defined by Chapter 2274 of the Texas Government Code, and will not so discriminate during the term of the contract.

31. GOVERNMENT CODE/PROHIBITION OF BOYCOTT ENERGY COMPANIES

Senate Bill 13, effective September 1, 2022, amended Subtitle F, Title 10 of the Texas Government Code to add Section 2274.002 which prohibits a political subdivision of the State of Texas from entering into a contract with a company that discriminates against energy companies. By signing below, the Consultant certifies that it does not boycott energy companies and will not boycott energy companies during the term of this contract.

32. GOVERNING LAW AND VENUE

The negotiation and interpretation of this Agreement shall be construed under and governed by the laws of the State of Texas, without regards to its choice of laws provisions. Exclusive venue for any action under this Agreement, other than an action solely for equitable relief, shall be in the state and federal courts serving Municipality and each party waives any and all jurisdictional and other objections to such exclusive venue.

33. COUNTERPARTS

This Agreement and any amendments or task orders may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

34. ELECTRONIC REPRESENTATIONS AND RECORDS

Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

35. WAIVER

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

36. ENTIRE AGREEMENT

This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the Parties hereto with respect to the subject matter hereof, and shall supersede any and all previous agreements, communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

SAFEbuilt Texas, LLC

City of Starbase, Texas

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Matthew K. Causley

Name: \_\_\_\_\_

Title: Chief Operating Officer

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

Date: May 8, 2025

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

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## EXHIBIT A – LIST OF SERVICES AND FEE SCHEDULE

### 1. FEE SCHEDULE

- 1.1. Beginning 24 months after the execution of this Agreement, and annually thereafter, the flat rates and lump sum rates listed shall be increased by 4.5% or based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the “CPI”) for the Municipality or, if not reported for the Municipality the CPI for cities of a similar size within the applicable region from the previous calendar year, such increase, however, not to exceed 4.5% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.
- 1.2. The Parties expressly agree and acknowledge that the project valuation for commercial and multi-family projects shall be calculated using the International Code Council Building Valuation Data table, first update of each calendar year.
- 1.3. Consultant fees for Services provided pursuant to this Agreement are on an ***as-requested basis by the Municipality*** and will be as follows:

### 2. CODE REFERENCE

- 2.1. Plan Review and Inspection of commercial and residential construction to verify compliance with the Municipality’s locally adopted codes and amendments to those locally adopted codes and the International Code Council (ICC) series of I-Codes including the International Building Code, International Residential Code and all other ICC series of I-Codes adopted by the Municipality, and the current edition of the National Electrical Code (or later versions as adopted by the Municipality), as published by the National Fire Protection Association.

### 3. PLAN REVIEW – RESIDENTIAL / FIRE / COMMERCIAL

- 3.1. Plan Review for residential projects shall be performed within five (5) days of notification by the Municipality, while fire and commercial projects shall be performed within ten (10) days of notification by the Municipality. All reasonable effort shall be made by the Consultant to perform plan reviews when, at the request of the Municipality, there is a need for immediate services.
- 3.2. Plan Review services are invoiced 100% of the listed fee at the time of plan review completion.

| <b>Commercial Plan Review - Projects (based on project valuation)</b>                                                |                                                                         |
|----------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------|
| \$1 to \$100,000 project valuation (p.v.)                                                                            | \$225                                                                   |
| \$100,001 to \$500,000 p.v.                                                                                          | \$225 for 1 <sup>st</sup> \$ 100,000 plus \$2.29 each addt'l \$1,000    |
| \$500,001 to \$1,000,000 p.v.                                                                                        | \$1,141 for 1 <sup>st</sup> \$ 500,000 plus \$1.75 each addt'l \$1,000  |
| \$1,000,001 to \$5,000,000 p.v.                                                                                      | \$2,016 for 1 <sup>st</sup> \$1,000,000 plus \$1.20 each addt'l \$1,000 |
| \$5,000,001 and up                                                                                                   | \$6,816 for 1 <sup>st</sup> \$5,000,000 plus \$1.10 each addt'l \$1,000 |
| <b>Residential Plan Review - Projects (based on flat fees)</b>                                                       |                                                                         |
| Single-Family Home (New, Addition, or Model)                                                                         | \$ 175 per plan review                                                  |
| Miscellaneous (Remodel, Accessory Structure, Solar Panels, Irrigation, Generators, or other residential plan review) | \$ 125 per plan review                                                  |

| <b>Miscellaneous Plan Reviews - Projects (based on flat fees)</b>                                  |                                     |
|----------------------------------------------------------------------------------------------------|-------------------------------------|
| Health Services / Life Safety Plan Review                                                          | \$ 125 per plan review              |
| Underground Fire Code Plan Review                                                                  | \$ 275 per plan review              |
| Plan Reviews after 3 rounds of plan review comments                                                | \$ 125 per hour                     |
| <b>Fire Code Plan Review - Projects (based on valuation of fire system-Alarm and/or Sprinkler)</b> |                                     |
| \$1 to \$6,250                                                                                     | \$190                               |
| \$6,251 to \$250,000                                                                               | \$ 230                              |
| \$250,001 to \$500,000                                                                             | \$ 310                              |
| \$500,001 to \$1,000,000                                                                           | \$ 440                              |
| \$1,000,001 to \$3,000,000                                                                         | \$ 620                              |
| \$3,000,001 and up                                                                                 | \$1,940 + \$0.10 each add'l \$1,000 |

4. **INSPECTIONS – RESIDENTIAL / COMMERCIAL / FIRE / HEALTH**

- 4.1. Inspections requested by Municipality before 4pm shall be performed the next business day by Consultant. All reasonable effort shall be made by Consultant to perform inspections when, at the request of Municipality, there is a need for immediate services. Such inspections shall be performed at no additional cost to Municipality.
- 4.2. Residential and Commercial Inspection services will be provided on a per stop basis fee as detailed below. ***A stop is defined as all inspections being done at a single address during that timeframe. For example, if plumbing rough, electrical rough and mechanical rough are called for at a single address same day, it will be billed as a single stop.***
- 4.3. Inspection Services when less than \$50,000 will be invoiced 100% at the completion of the first inspection performed for that service. Inspection Services beyond \$50,000 will be invoiced on a percentage basis evenly spread across the duration of the construction schedule.

| <b>Residential &amp; Commercial Supplemental Inspections/single trade</b> |                                                                          |
|---------------------------------------------------------------------------|--------------------------------------------------------------------------|
| Residential                                                               | \$ 70 per stop                                                           |
| Commercial (1-HR Min)                                                     | \$ 115 per hour                                                          |
| <b>Commercial Inspections (based on project valuation)</b>                |                                                                          |
| \$1 to \$100,000 project valuation (p.v.)                                 | \$340                                                                    |
| \$100,001 to \$500,000 p.v.                                               | \$340 for 1 <sup>st</sup> \$ 100,000 plus \$3.59 each addt'l \$1,000     |
| \$500,001 to \$1,000,000 p.v.                                             | \$1,776 for 1 <sup>st</sup> \$ 500,000 plus \$2.62 each addt'l \$1,000   |
| \$1,000,001 to \$5,000,000 p.v.                                           | \$3,086 for 1 <sup>st</sup> \$1,000,000 plus \$1.98 each addt'l \$1,000  |
| \$5,000,001 and up                                                        | \$11,006 for 1 <sup>st</sup> \$5,000,000 plus \$1.65 each addt'l \$1,000 |
| <b>Residential Inspections (based on flat fees)</b>                       |                                                                          |
| Single-Family Home – New Home Construction (Up to 3,500 sf)               | \$ 910                                                                   |
| Single-Family Home – New Home (3,501 to 7,000 sf)                         | \$1,365                                                                  |
| Single-Family Home – New Home (7,001 sf and up)                           | \$1,820                                                                  |
| Single-Family Home – Addition to Existing                                 | \$ 730                                                                   |
| Single-Family Home – Remodel w/Mech, Elec, or Plumb                       | \$ 560                                                                   |
| Single-Family Home – Remodel NO Mech, Elec, or Plumb                      | \$ 280                                                                   |
| Auxiliary Building – w/Mech, Elec, or Plumb                               | \$ 560                                                                   |
| Auxiliary Building – NO Mech, Elec, or Plumb                              | \$ 210                                                                   |
| Swimming Pool or OSSF (On Site Sewer Facility)                            | \$ 280                                                                   |
| Generator or Solar Panel Additions                                        | \$ 140                                                                   |
| Irrigation or Single Trade Inspection                                     | \$ 70                                                                    |

| <b>Fire Code Project Inspections (based on valuation of system)</b>                                                                                                                                                       |                                     |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|
| \$1 to \$6,250                                                                                                                                                                                                            | \$ 285                              |
| \$6,251 to \$250,000                                                                                                                                                                                                      | \$ 345                              |
| \$250,001 to \$500,000                                                                                                                                                                                                    | \$ 465                              |
| \$500,001 to \$1,000,000                                                                                                                                                                                                  | \$ 660                              |
| \$1,000,001 to \$3,000,000                                                                                                                                                                                                | \$ 930                              |
| \$3,000,001 and up                                                                                                                                                                                                        | \$2,910 + \$0.15 each add'l \$1,000 |
| <b>Fire Code Additional Service Inspections (based on flat fees)</b>                                                                                                                                                      |                                     |
| Annual - Day Care, Foster Home, Commercial, Multi-Family                                                                                                                                                                  | \$ 125                              |
| Annual - Nursing Home, Assisted Living, School                                                                                                                                                                            | \$ 250                              |
| Certificate of Occupancy                                                                                                                                                                                                  | \$ 125 per hour (1-hour minimum)    |
| Re-Inspection                                                                                                                                                                                                             | \$ 150                              |
| Underground Inspection                                                                                                                                                                                                    | \$ 400                              |
| <b>Health Code Service Inspections (based on flat fees)</b>                                                                                                                                                               |                                     |
| Category A – TCS foods or non-TCS foods are processed and prepared or commercial kitchen with extensive preparation and processing                                                                                        | \$ 250                              |
| Category B – Pre-packaged TCS foods are sold and/or limited to non-TCS foods including sliced citrus beverage garnishments, crushed ice mixed with a sugar water-based syrup are sold. Limited preparation and processing | \$ 187.50                           |
| Category C – Non-TCS foods such as farmers market (whole produce), convenience store with no preparation, snow cone or pop-a-top bar with set-ups. Limited to no food preparation or processing.                          | \$ 125                              |
| Annual Food Establishment Certificate                                                                                                                                                                                     | \$ 125 per certificate              |
| Annual Public Pool Inspection                                                                                                                                                                                             | \$ 195 per pool                     |
| Mobile Food Truck Inspection                                                                                                                                                                                              | \$ 125 per truck                    |
| Temporary Events                                                                                                                                                                                                          | \$ 95                               |
| Complaint Investigation (per complaint / per hour)                                                                                                                                                                        | \$ 125 per hour (1-hour minimum)    |

5. **HOURLY RATES – PERSONNEL SPECIFIC SERVICES**

- 5.1. Consultant will provide Municipality with qualified Building Department Service or Civil Engineer Professional(s) to perform duties as requested.
- 5.2. Assist the Building Department in implementing procedures to make the building department more effective, advise and assist with engineering reviews, zoning ordinance review and edits, project management, code adoption or other services as requested. Consultant staff shall make a diligent effort to recommend and implement agreed upon improvements.
- 5.3. Municipality from time to time may request building code interpretation or explanation from the Consultant based on their expertise in this field. Even when Consultant is performing Building Official responsibilities for the Municipality, the final interpretive authority rests with the Municipality.

- 5.4. Consultant's Code Enforcement services typically includes investigations into a reported issue, attendance at council meetings for specific discussion, attendance at meetings to discuss known issue coming before municipality, attendance for representation of issue going before the municipal court, and assistance in code writing for issue prevention or enforcement process. Even when Consultant is performing duties as the Code Enforcement Officer for the Municipality, the final interpretive authority rests with the Municipality. For this service all time worked, whether in the field performing inspections, in the office completing paperwork, or any other time spent related to the Code Enforcement service, will be billed on an hourly basis per fee schedule below.
- 5.5. When Consultant's Code Enforcement service is specific to inspections of a Sub-Standard Building, the Consultant may include a Building Official as part of the Code Enforcement Service team. Estimated hours of involvement for this second team member can be discussed with the Municipality prior to the start of the requested substandard building inspection. The service performed by the Building Official in support of a substandard building inspection will be billed on an hourly basis per the fee schedule below.
- 5.6. Floodplain Review Services includes assisting with the Municipality floodplain oversight program. Typically, this service includes review of elevation certificate, assist with floodplain documentation required prior to Certificate of Occupancy, and assess Municipality current floodplain review practices and ordinance. For this service all time worked is on an hourly basis per fee schedule below.
- 5.7. Fire Marshal and Sanitarian (Health) Services beyond those specific tasks defined in table above are performed at an hourly rate with a 1-hour minimum charge.
- 5.8. Hourly Rate services will be invoiced at the end of each month based on the hours worked that month. Hourly Rates do not include mileage to perform these services.
- 5.9. These detailed services shall be performed at an hourly rate and provided only on an ***as-requested basis by the Municipality*** for a fee as detailed below.

| <b>Building Department Professional Services (based on hourly rates)</b> |                 |
|--------------------------------------------------------------------------|-----------------|
| Permit Tech Services (Remote)                                            | \$ 65 per hour  |
| Code Enforcement Officer                                                 | \$ 85 per hour  |
| Building Official / Jr City Planner / Floodplain Review Services         | \$ 150 per hour |
| Fire Marshal / Sanitarian (Health) / Sub-Standard Building Services      | \$ 150 per hour |
| Senior City Planner                                                      | \$ 175 per hour |
| Travel Expenses                                                          | \$ Cost + 15%   |

## **EXHIBIT B – MUNICIPAL SPECIFIED OR SAFE BUILT PROVIDED SOFTWARE**

1. Consultant shall provide Services pursuant to this Agreement using hardware and Consultant's standard software package, unless otherwise provided below. Use of Consultant's software shall be subject to the applicable terms of service, privacy and other policies published by Consultant with respect to that software, as those policies may be amended from time to time. In the event that Municipality requires that Consultant utilize hardware and/or software specified by and provided by Municipality, Consultant shall use reasonable commercial efforts to comply with Municipal requirements.
2. Municipality, at its sole expense, shall provide such technical support, equipment or other facilities as Consultant may reasonably request to permit Consultant to comply with Municipal requirements. Municipality will provide the following information to Consultant.
  - ✓ Municipal technology point of contact information including name, title, email and phone number
  - ✓ List of technology services, devices and software that the Municipality will provide may include:
    - Client network access
    - Internet access
    - Proprietary or commercial software and access
    - Computer workstations/laptops
    - Mobile devices
    - Printers/printing services
    - Data access
    - List of reports and outputs

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# **S T A R B A S E**

## **CITY COMMISSION AGENDA MEMO**

**TO: Mayor and City Commission**

**FROM: City Administrator**

**ITEM: Professional Services Agreement with SAFEbuilt Texas LLC**

### **SUMMARY**

The City of Starbase is expecting to have a large amount of residential and commercial construction activities over the next several years. SAFEbuilt is a third-party company that provides building permitting and building inspection services to many Texas cities and has developed software and app called “Community Core” for building and code inspections, fee payment and building plan updating.

### **BACKGROUND**

The SAFEbuilt agreement for the use of the “Community Core Solutions” program for permit management includes online access for permit filing, reporting on permit and building status all building-related services including online payment and review. SAFEbuilt and city staff will have access to Community Core, and it will expedite the processes for building and construction in the City.

### **STAFF RECOMMENDATIONS**

It is recommended that the attached professional services agreement with SAFEbuilt be approved by the Commission.

Suggested Motion: “I move to approve a professional services agreement between the City of Starbase and SAFEbuilt Texas LLC for use of the Community Core permit management program.”

### **ATTACHMENTS**

Professional Services Agreement Between Starbase and SAFEbuilt Texas LLC with Community Core exhibit.

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN CITY OF STARBASE, TEXAS  
AND MERITAGE SYSTEMS, INC.**

This Professional Services Agreement ("Agreement"), is entered into by and between City of Starbase, Texas, a municipal corporation ("Client") and Meritage Systems, Inc. ("Consultant"). Client and Consultant shall be jointly referred to as the "Parties".

**RECITALS**

WHEREAS, Client is seeking a consultant and permit management software program as listed in Exhibit A – CCS Terms and Conditions ("Services");

WHEREAS, Consultant is ready, willing, and able to perform Services.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Client and Consultant agree as follows:

**1. SCOPE OF SERVICES**

Consultant will provide "Services" to Client using qualified professionals. Consultant will perform work at a level of competency in accordance with industry standards. Consultant is not obligated to perform services beyond what is contemplated by this Agreement unless the parties agree to such services in a fully executed amendment to this Agreement.

**2. CHANGES TO SCOPE OF SERVICES**

Any changes to Services that are mutually agreed upon between Client and Consultant shall be made in writing which shall specifically designate any changes in compensation for such modified services and be made as a signed and fully executed amendment to the Agreement. No changes shall be binding absent a written Agreement or Agreement amendment executed by both Parties.

**3. FEE STRUCTURE**

In consideration of Consultant providing services, Client shall pay Consultant for Services performed in accordance with Exhibit A – CCS Terms and Conditions.

**4. INVOICE & PAYMENT STRUCTURE**

Consultant will invoice Client monthly and provide all necessary supporting documentation. All payments are due to Consultant within thirty (30) days of invoice date, provided that such payments are not disputed in good faith by Client (any such payment, a "Disputed Amount"). Payments owed to Consultant but not made within sixty (60) days of invoice date shall bear simple interest at the rate of one and one-half percent (1.5%) per month, excepting any Disputed Amount. If payment is not received within ninety (90) days of invoice date, Services will be discontinued until all invoices and interest are paid in full, excepting any Disputed Amount.

Client may request additional information before accepting the invoice, including, without limitation, itemized information, backup documentation, and/or detail about invoiced amounts as relating to Exhibit A – CCS Terms and Conditions. For any Disputed Amounts, when additional information is requested, Client will identify specific item(s) in dispute and give specific reasons for any request. Undisputed invoices shall be due within thirty (30) days of Consultant's invoice date pursuant to the first paragraph of this Section 4. Notwithstanding the foregoing, if additional information is requested, Client will submit payment within thirty (30) days of resolution of the Disputed Amount.

5. TERM

This Agreement shall be effective on the date it is fully executed by both Parties and shall automatically renew for subsequent twelve (12) month terms until such time as either Party notifies the other of their desire to terminate this Agreement..

6. TERMINATION

Client may terminate this Agreement upon ten (10) days written notice, with or without cause. In case of such termination, Consultant shall receive payment for work completed up to and including the date of termination within thirty (30) days of the termination, excepting Disputed Amounts. Upon receipt of notice of termination, Consultant shall discontinue all services and work in connection with the performance of this Agreement and shall deliver to Client, in electronic and/or other formats all finished and unfinished documents and work product prepared by Consultant under this Agreement. Consultant shall not be responsible or liable in any manner for Client's use of unfinished work product or documents. Notwithstanding the foregoing, the parties can agree to mutually terminate this Agreement without cause, provided that Client has an adequate time period to seek an alternative services provider prior to cessation of services by Client.

7. FISCAL NON-APPROPRIATION CLAUSE

Financial obligations of Municipality payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Municipality, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

8. CLIENT OBLIGATIONS; CONFIDENTIALITY

Client shall timely provide all relevant data information, plans, specifications and other documentation required by Consultant to perform Services at no cost to Consultant, in a timely manner.

Consultant shall not disclose, directly or indirectly, any confidential information or trade secrets of Municipality without the prior written consent of Municipality or pursuant to a lawful court order directing such disclosure.

8. PERFORMANCE STANDARDS

Consultant shall perform the Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Consultant represents to Client that Consultant retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform Services in accordance with this Agreement. Consultant shall perform the Services within the time periods set forth in Exhibit A attached hereto. If Consultant fails to perform the Services in accordance with this Agreement and does not cure such failure within fifteen (15) days' notice (or longer period up to a maximum of ninety (90) days, provided Consultant commences such performance within such fifteen (15) day period and thereafter diligently prosecutes to completion), Client may elect to (i) terminate this Agreement for cause and recover from Consultant any additional costs incurred to complete the Services, (ii) require Consultant to re-perform the deficient Services at no cost to Client, or (iii) seek a refund from Consultant for any amounts paid for such deficient Services, which amount shall be paid to Client within five (5) days of notice thereof.

9. INDEMNIFICATION; LIMITS OF LIABILITY

CONSULTANT SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS CLIENT, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND REPRESENTATIVES (COLLECTIVELY, THE "INDEMNIFIED PARTIES") FROM AND AGAINST ANY CLAIMS, DEMANDS, ACTIONS, SUITS, PROCEEDINGS, LOSSES, LIABILITIES, DAMAGES, FINES, PENALTIES, COSTS, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS, TO THE EXTENT ARISING OUT OF OR RESULTING FROM ANY BREACH OF THIS AGREEMENT BY CONSULTANT, INCLUDING BUT NOT LIMITED TO, (I) FAILURE TO PERFORM THE SERVICES IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT, (II) ANY GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUDULENT ACTS OF CONSULTANT OR ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS, AND (III) ANY CLAIMS BROUGHT BY A THIRD PARTY, BUT SOLELY TO THE EXTENT SUCH CLAIMS ARISE FROM THE ACTS OR

OMISSIONS OF CONSULTANT. THIS SECTION SHALL NOT APPLY TO THE EXTENT THAT SUCH LOSSES ARE CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNIFIED PARTIES.

EXCEPT ONLY AS MAY BE EXPRESSLY SET FORTH HEREIN, CONSULTANT EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OPERATION, PERFORMANCE, ACCURACY, OR NON-INFRINGEMENT. IN NO EVENT SHALL CONSULTANT OR CLIENT BE LIABLE TO ONE ANOTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, EXEMPLARY, OR SPECIAL DAMAGES INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST DATA OR OTHER INFORMATION, OR LOST BUSINESS OPPORTUNITY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, NEGLIGENCE, WARRANTY, STRICT LIABILITY, OR TORT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMAINING REMEDY OTHER THAN WITH RESPECT TO PAYMENT OF OBLIGATIONS FOR SERVICES. EXCEPT WITH RESPECT TO PAYMENT OBLIGATIONS FOR SERVICES, IN NO EVENT SHALL THE LIABILITY OF CLIENT OR CONSULTANT UNDER THIS AGREEMENT FROM ANY CAUSE OF ACTION WHATSOEVER (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER ARISING BY NEGLIGENCE, INTENTIONAL CONDUCT, OR OTHERWISE) , BUT LIMITED TO ACTIONS DIRECTLY CAUSED BY CLIENT OR CONSULTANT, AS APPLICABLE) EXCEED ONE MILLION DOLLARS (\$1,000,000).

#### 10. INSURANCE

- A. Consultant shall procure and maintain and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to Client. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- B. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one million dollars (\$1,000,000) bodily injury each accident, one million dollars (\$1,000,000) bodily injury by disease – policy limit, and one million dollars (\$1,000,000) bodily injury by disease – each employee.
- C. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee

acts), blanket contractual, independent Consultant's, products, and completed operations. The policy shall contain a severability of interest provision and shall be endorsed to include Client and Client's officers, employees, and consultants as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

- D. Professional liability insurance with minimum limits of one million dollars (\$1,000,000) each claim and two million dollars (\$2,000,000) general aggregate.
- E. Vehicle liability insurance with a minimum combined single limit of one million dollars (\$1,000,000) for bodily injury and property damage.
- F. Client shall be named as an additional insured on Consultant's insurance coverage.
- G. Upon request, Consultant shall submit certificates of insurance to Client.

#### 12. INDEPENDENT CONTRACTOR & THIRD-PARTY RELIANCE

Consultant is an independent contractor, and neither Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of Client. Agreement is intended for the mutual benefit of the Parties hereto and no third-party rights are intended or implied. It is the intention of the Parties that, to the greatest extent permitted by applicable law, Consultant shall be entitled to protection under the doctrines of governmental immunity and governmental contractor immunity, including limitations of liability, to the same extent as Municipality would be in the event that the services provided by Consultant were being provided by Municipality. Nothing in this Agreement shall be deemed a waiver of such protections.

#### 13. OWNERSHIP OF DOCUMENTS

Except as expressly provided in this Agreement, Client shall retain ownership of all Materials and Consultant shall retain ownership of all pre-existing Consultant intellectual property, including improvements thereto. The Materials, work product and deliverables shall be used by Consultant solely as provided in this Agreement and for no other purposes without the express prior written consent of Client. Subject to the preceding, as between Client and Consultant, all deliverables from the performance of the Services (Deliverables) shall become the exclusive property of Client when Consultant has been compensated for the same as set forth herein, and Client shall thereafter retain sole and exclusive rights to receive and use such deliverables in such manner and for such purposes as determined by it. Notwithstanding any provision of this Agreement to the contrary, Consultant shall have no liability, including under Section 9, with respect to (i) the use by Client of unfinished or draft Deliverables or (ii) the use of Deliverables for any project other than that for which they were prepared or (iii) the use of Deliverables after a change in applicable codes or law. Notwithstanding the preceding, Consultant may use the Materials, work product, deliverables, applications, records, documents and other materials provided to perform the Services or resulting from the Services, for purposes of (i) training, (ii) benchmarking of Client's and other client's performance relative to that of other groups of customers served by Consultant; and (ii) improvement, development marketing and sales of existing and future Consultant services, tools and products. If this Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to Client will be exported into a CSV file and become property of Client. Notwithstanding the preceding, Consultant shall own all rights and title to any Consultant provided software and any improvements or derivative works thereof.

#### 14. SEVERABILITY

If any part of this Agreement shall be held to be invalid for any reason, the remainder of this Agreement shall be valid to the fullest extent permitted by law.

15. DISCRIMINATION & ADA COMPLIANCE

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity laws.

Consultant shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by Client at any time during the term of this Agreement.

16. PROHIBITION AGAINST EMPLOYING ILLEGAL ALIENS:

Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility. Consultant shall not enter into an agreement with a subcontractor that fails to certify to Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Consultant is prohibited from using the program or the Department program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

17. SOLICITATION/HIRING OF CONSULTANT'S EMPLOYEES

During the term of this Agreement, and subject to enforceability under applicable Texas law, including but not limited to limitations regarding reasonableness as to geography, scope, and duration and the protection of legitimate business interests, Client shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of Consultant who provided services to Client pursuant to this Agreement ("Service Providers"), or who interacted with Client in connection with the provision of such services (including but not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of Consultant). Subject to enforceability under applicable Texas law which shall supersede the validity of this clause, the Parties agree that this provision is reasonable and necessary in order to preserve and protect Consultant's trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, the Parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable

18. NOTICES

Any notice under this Agreement shall be in writing and shall be deemed sufficient when presented in person, sent pre-paid first-class United States Mail, or delivered by electronic mail to the following addresses:

If to Client  
KentMyers, City Administrator  
City  
39046 LBJ Boulevard  
Brownsville, TX 78521

If to Consultant:

Joe DeRosa, CRO  
444 North Cleveland, Suite  
444 Loveland, CO 80537  
Email: [jderosa@safebuilt.com](mailto:jderosa@safebuilt.com)

19. FORCE MAJEURE

Any delay or nonperformance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

20. DISPUTE RESOLUTION & ATTORNEY FEES

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties agree first to try in good faith to settle the dispute by mediation. The cost thereof shall be borne equally by each Party. In the event of dispute litigation to enforce any of the terms herein, the prevailing Party shall be entitled to recover reasonable attorneys' and Consultants' fees.

21. AUTHORITY TO EXECUTE

The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

22. GOVERNMENT CODE/PROHIBITION OF BOYCOTT ISRAEL

Consultant verifies that it does not Boycott Israel and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001/2270.001, as amended.

23. GOVERNING LAW AND VENUE

Agreement shall be construed under and governed by the laws of the State of Texas, excluding the conflict of laws provisions thereof. Any action under this Agreement shall be brought in the state and federal courts serving Brownsville, Texas and each Party hereby submits to the jurisdiction of such courts.

24. COUNTERPARTS

This Agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing the Agreement, scanned signatures shall be as valid as the original.

25. ENTIRE AGREEMENT

This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the Parties hereto with respect to the subject matter hereof, and shall supersede any and all previous communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidity of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

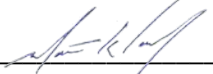
26. WAIVER

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

Meritage Systems, Inc.

City of Starbase, Texas

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Matthew K. Causley

Name: \_\_\_\_\_

Title: Chief Operating Officer

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

Date: April 2, 2025

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

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# EXHIBIT A-TERMS & CONDITIONS

Meritage Systems CommunityCore: Description of Services

This order form is subject to the [terms of service](#) and [privacy policy](#).

Meritage reserves the right to amend the terms of service and privacy policy at any time and without prior notice.

City of Starbase, Texas

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

| Applications and Services                                                                                                                                         |  | One-Time Set-Up Fee                                                                   | Annual Support and Licensing Fee | Number of Users |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|---------------------------------------------------------------------------------------|----------------------------------|-----------------|
| CommunityCore<br>Including InspectorConnect iOS mobile app for building and code inspections                                                                      |  |                                                                                       |                                  |                 |
| Legacy Data Import: Permitting<br>Transfer of historical permit data from legacy system, assumes availability of readable data file or CSV                        |  |                                                                                       |                                  |                 |
| GIS Integration: Permitting                                                                                                                                       |  |                                                                                       |                                  |                 |
| Contractor & Business Licensing                                                                                                                                   |  |                                                                                       | Included                         |                 |
| CommunityConnect Online Permitting<br>Anywhere, anytime access for contractors to apply for permits, pay fees, check status, request inspections and upload plans |  | Includes Setup of CommunityCore Preferred Merchant Account for Credit Card Processing |                                  |                 |
| Online Payments<br>Non-Preferred Merchant Account: additional fee if Meritage Systems is not a preferred provider                                                 |  |                                                                                       | NA                               |                 |
| System Training                                                                                                                                                   |  |                                                                                       | NA                               |                 |
| <b>Total:</b>                                                                                                                                                     |  |                                                                                       |                                  |                 |

## CommunityCore Permit Management Features:

## PAYMENT SHALL BE PURSUANT TO SECTION 5

- Permitting and Inspection Management
- Address Import Setup
- Inspections (including mobile access & when available, InspectorConnect app for iOS tablets)
- Contractor and Business Registration
- Plan Review Tracking and simple Planning/Zoning permits and workflow
- Reporting and Data Import/Export
- Complete configuration of permit type, terminology, fee structures, documents and user roles and permissions
- Permit Documents: Standard set of Permits, CO, TCO configured with your jurisdiction logo and information
- Customs Documents: Available for an additional charge
- Reports: Library of standard reports
- Custom Reports: Available for an additional charge
- Online Training for startup and post startup, ongoing and customer support
- Personalized support, including configuration updates
- Automatic updates of new features

These Service Terms of Use ("Agreement") constitute a contract between Meritage Systems, Inc., with offices at 444 N. Cleveland Ave., Suite 444, Loveland, CO 80537 ("Meritage"), and you ("Customer"). This Agreement includes and incorporates the Order Form with which Customer purchased the Services and any subsequent Order Forms (submitted in written or electronic form), our Privacy Policy and our Copyright Policy. By accessing or using the Services, you agree to be bound by this Agreement. If you are entering into this Agreement on behalf of a company, organization or other entity, you represent that you have such authority to bind such entity and are agreeing to this Agreement on behalf of such entity. If you do not have such authority to enter into this Agreement or do not agree with these terms and conditions, you may not use the Services. Meritage reserves the right to revise this Agreement from time to time, at our sole discretion. By accessing or using the Services after such revisions, you agree to be bound by the revised Agreement.

**1. Definitions. For purposes of this Agreement the following terms have the following meanings:**

- a. "Account" means an account allowing access to the Services created in Customer's name.
- b. "Fees" means the fees for the Services.
- c. "Confidential Information" means (a) all nonpublic information disclosed or made available under this Agreement that relates to the provision or receipt of the Services or either party's financial condition, operations or business, and which is clearly identified as confidential at the time of disclosure, (b) the Technology, (c) the Documentation, (d) the Customer Information that is not publicly available, and (e) the User IDs.
- d. "Customer Information" means all data, information or other content entered by or collected from Customer or any User that is entered into the Services by Customer or any User while accessing the Services. Customer Information includes any third-party information collected by Customer or any User and entered into the Services.
- e. "Documentation" means the online help files and instruction manuals (whether in print or electronic form) that relate to the use of the Services that have been provided or made available by Meritage to Customer.
- f. "Go-Live Date" means the date on which the Services, hosted on a Production Server, become active.
- g. "Intellectual Property Rights" means any and all intellectual property rights throughout the world, including, without limitation, any and all copyrights, trademarks, service marks, trade secrets, patents, patent applications, moral rights, contract rights and any and all other legal rights protecting intangible proprietary information.
- h. "Order Form" means the form executed by the parties that describes the Services and any setup fees associated with the Services.
- i. "On-boarding" means the Set-Up and the Training, as specified in the Order Form.
- j. "Production Server" means the server on which the Services will be hosted.
- k. "Start of Service Date" is the date of commencement of operation of the services by Customer or 120 days following the Effective Date, whichever is first.
- l. "Services" means the publicly-available, online building department services provided by Meritage through its CommunityCore application, which can be accessed through the web site located at [www.app.communitycore.com](http://www.app.communitycore.com) and such other sites as may be designated by Meritage (each, the "Site" or collectively, the "Sites").
- m. "Set-Up" means defining workflows and permit types, entering fee schedules and setting up Users. The purpose of Set-Up is to configure the Production Server on which the Services for Customer will be hosted.
- n. "Set-Up Fees" means the fees for Set-Up specified in the Order Form.
- o. "Subscription Fees" means the annual subscription fee specified in the Order Form.
- p. "Technology" means the software, hardware and other technology used by or on behalf of Meritage to provide the Services, and all data, information and other content included on or accessible through the Services, except for any Customer Information.
- q. "Training" means the services intended to familiarize Users on the use of the Services, as described in Section 4, and to verify configuration of the Production Server.
- r. "User ID" means each unique User identification name and password used for access to and use of the Services through the Account.
- s. "User" means anyone accessing the Services through Customer's Account.

**2. Customer's Access To And Use Of The Services.**

- a. Customer's Right to Access the Services. Subject to the terms of this Agreement Meritage grants to Customer a limited, non-exclusive, non-transferrable license to access and use the Sites and Services as specified in the Order Form during the term of this Agreement, solely for Customer's own internal business purposes. Except as set forth in this Agreement, Customer is not receiving any right or license to use, or any ownership interest with respect to, the Sites, Services or any Technology or Intellectual Property related to the Sites or Services. Customer acknowledges that the Services are hosted by third-party hosting providers contracted by Meritage. Meritage reserves the right to change hosting provider from time to time and without notice to Customer. Notwithstanding the preceding, Client may transfer its license to use the Services to the City of Starbase. Upon such transfer, Client shall cease all use of the Services, unless otherwise agreed by the parties.

- b. Certain Restrictions on Customer's Access. Customer will not, and will not permit any Users or any other party to: a) download or otherwise obtain a copy of the Technology in any form; (b) reverse engineer or otherwise derive the source code of the Service, Sites or Technology or otherwise modify, reverse compile, disassemble, or translate the Service, Sites or Technology or create any derivative works thereof; or (c) use the Service on behalf of any third party or for any purpose other than as described in this Agreement; (d) sell, lease, license, sublicense, distribute or otherwise transfer in whole or in part the Service or use it as a service bureau; (e) post, send, process or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortuous material, including material violating of third party rights; (f) post, send, process or store material containing software viruses, worms, Trojan horses or other harmful or malicious computer code, files, scripts, agents or programs; (g) interfere with or disrupt the integrity or performance of the Service or attempt to gain unauthorized access to the Service or related systems or networks; (h) remove, alter or obscure any titles, product logo or brand name, trademarks, copyright notices, proprietary notices or other indications of the IP Rights and/or Licensor's rights and ownership thereof, whether such notice or indications are affixed on, contained in or otherwise connected to the software or on any copies made in accordance with this Agreement; (i) remove, alter or obscure any titles, product logo or brand name, trademarks, copyright notices, proprietary notices or other indications of the intellectual property rights and/or Licensor's rights and ownership thereof, whether such notice or indications are affixed on, contained in or otherwise connected to the Service, or Documentation, or on any copies made in accordance with this Agreement; (j) use, or authorize or permit the use of, the Service except as expressly permitted herein; (k) use the Service to perform any activity which is or may be, directly or indirectly, unlawful, harmful, threatening, abusive, harassing, tortuous, or defamatory, nor to perform any activity which breaches the rights of any third party.
- c. Customer's Use of the Services. (1.a) Accounts/User IDs. Customer will be provided with one or more User IDs to access the Services through the Account. Your Order Form specifies the number of user IDs and Read-Only IDs provided by Meritage to Customer under this agreement ("Subscription Cap"). Each User ID shall be linked to a single User and Customer agrees to limit usage of a User ID to the individual to which the User ID is assigned. Customer may request to increase the number of Users and the parties shall establish the terms under which such additional Users will be added. Customer shall use, and shall ensure that Users use, commercially reasonable efforts to ensure the security and confidentiality of all User IDs. In the event that the confidentiality of a User ID is or may be compromised, Customer shall promptly advise Meritage of the potential or actual compromise. Customer shall be responsible for the use of a User ID by unauthorized users. (1.b) Customer Information. Customer represents and warrants that it has all necessary intellectual and proprietary rights and licenses in and to any Customer Information to permit (i) it and its Users to enter Customer Information into the Services and (ii) to permit Meritage to perform the Services. Customer hereby grants to Meritage a fully paid-up, non-exclusive license to use, reproduce and create derivative works of the Customer Information as reasonably required to perform the Services. (1.c) Necessary Equipment. The Services are provided through the internet and Users must have an internet connection in order to access the Services. Meritage does not provide internet connectivity. Customer will be solely responsible, at Customer's own expense, for acquiring, installing and maintaining all telecommunication services, hardware, software and other equipment as may be necessary for Customer and Customer's Users to connect to, access, and use the Services. Currently, the services may be accessed through the Chrome browser or the iOS mobile app provided they have been maintained to versions supported during the three-year period prior to the date on which access is sought. (1.d) Customer will not use and will not authorize any User to use any open source software in connection with the Services in any manner that requires, pursuant to the license applicable to such open source software, that any Meritage Confidential Information or the Services be (A) disclosed or distributed in source code form, (B) made available free of charge to recipients, or (C) modifiable without restriction by recipients. (1.e) By using the Services, Customer agrees to be bound by the terms of [Meritage's Copyright Policy](#), which terms may be revised by Meritage at its sole discretion. By using the Services after the effective date of any such revision, Customer expressly agrees to be bound by the terms of the revised Copyright Policy.
- d. Meritage will use reasonable commercial efforts to ensure that the Services perform substantially in accordance with the description of the services found at [www.app.communitycore.com](http://www.app.communitycore.com). The Services are subject to modification from time to time at Meritage's sole discretion, provided the modifications do not materially diminish the functionality of the Services provided by Meritage.
- e. Meritage will use reasonable commercial efforts to make the Services available to Customer and its Users. Notwithstanding the foregoing, Meritage reserves the right to suspend Customer's (or any of its Users') access to the Services: (i) for scheduled or emergency maintenance, (ii) in the event Customer is in breach of this Agreement, including failure to pay any amounts due to Meritage, and fails to correct that breach within the applicable cure period; (iii) in the event that Customer breaches Section 2.2 or Section 7.2 of this Agreement or (iv) as it deems reasonably necessary to respond to any actual or potential security concerns.

- f. Customer acknowledges that the Services will require the Users and third parties for whom the Services are being performed by Customer to share with Meritage certain information for the purposes of providing the Services. This information may include personal information (such as email address, and/or phone number) regarding the Users or such third parties which Meritage will use for the purposes of providing the Services. Customer is fully responsible for obtaining the consent of each User and any third party to the use of his/her information by Meritage for purposes of providing the Services. Such use will be subject to and governed by the terms of Meritage's Privacy Policy, the current version of Meritage's privacy policy is available [here](#). Meritage reserves the right to revise the Privacy Policy at its sole discretion. By using the Services after the effective date of any such revision, Customer expressly agrees to be bound by the terms of the revised Privacy Policy.
- g. Customer will be fully responsible for Users' compliance with this Agreement. Any breach of this Agreement by a User shall be deemed to be a breach by Customer. Customer will promptly advise Meritage in the event that any User or third party revokes such consent or ceases to be a User. Customer is solely responsible for determining whether the Services are sufficient for Customer's purposes.

### **3. Set-Up.**

- a. Set-Up Services. Subject to the terms of this Agreement Meritage will provide Customer with the Set-Up services as described in the Order Form. Except to the extent provided in the Order Form, no such services will be provided. Customer Responsibilities and Certain Restrictions on Set-Up. Customer is responsible for providing information in a timely manner and in an appropriate format to allow Meritage to provide the Set-Up and for ensuring the Customer resource(s) assigned to provide support to Meritage in performing the Set-Up, along with all Users, have adequate computer skills to perform their tasks. Set up support required beyond the specified Set-Up shall be arranged upon the agreement of the parties and will incur an additional fee. Acceptance. The purpose of Set-Up is to configure the Services for availability on the Go-Live Date. During the Training, Customer will have the opportunity to evaluate the Set-Up and note any configuration errors. Upon discovery of an error, Customer will notify Meritage of the necessary configuration changes and Meritage will modify Set-Up to make the requested changes. Upon completion of Training and prior to the Go-Live Date, Customer shall review and accept the Services by executing a form of acceptance provided by Meritage. Customer acknowledges and accepts that configuration of the Services is limited to the extent accommodated by the current capabilities and limitations of the Services.

### **4. Training.**

- a. Training Services. Subject to the terms of this Agreement, Meritage will provide Customer with the Training services as described in the Order Form. Except to the extent provided in the Order Form, no such services will be provided.
- b. Delivery. All Training will be provided by Meritage using WebEx or an equivalent service agreed by the parties. Meritage will create a Training site for Customer and its Users to use for Training. In addition to WebEx training, the Training website will provide access to online documentation and training videos that may be accessed by Customer and its Users. Customer and its Users may access the Training web site on an unlimited basis through the Go-Live Date. Customer acknowledges that the Training website may not be available at all times and that Meritage shall have no liability as a result of the unavailability of the Training website.
- c. Customer Responsibilities and Certain Restrictions. Customer is responsible for providing information in a timely manner and in an appropriate format to allow Meritage to provide the Training and for ensuring the Customer resource(s) assigned to provide support to Meritage in performing the Training, along with all Users, have adequate computer skills to perform their tasks.
- d. Verification of Set-Up. Customer acknowledges that a primary purpose of the Training website is to verify functionality of the Services prior to the Go-Live Date. Customer will have the opportunity to evaluate the Set-Up and note any configuration errors. Upon discovery of an error, Customer will notify Meritage of the necessary configuration changes and Meritage will modify Set-Up to make the requested changes to the Training website.

### **5. Fees And Payment.**

- a. . Fees. On the Effective Date, Customer will pay Meritage the Set-Up Fee as specified in the Order Form for Set-Up. In addition, on the Start of Service Date and ending upon the termination of this Agreement, Customer will pay to Meritage the Subscription Fees as specified in Order Form, plus all applicable sales, use and other purchase related taxes (Customer shall be responsible for timely providing Meritage with a valid certificate of exemption from the requirement of paying sales, use or other purchase related taxes). Unpaid Fees are subject to a finance charge of one percent (1.0%) per month, or the maximum permitted by law, whichever is lower, plus all expenses of collection, including reasonable attorneys' fees. In the case of any withholding requirements, Customer will pay any required withholding itself and will

not reduce the amount paid to Meritage on account thereof. In the event that Customer elects to increase the number of Users, the parties shall meet to discuss the impact on Set-Up and Subscription Fees. The Subscription Fees may be increased on an annual basis, as determined by Meritage, provided that any pricing increase will not exceed seven percent (7%) of the Subscription Fees per User for the immediately prior Term, unless the pricing was designated in the applicable Order Form as promotional or one-time. Meritage will provide 30 days advance notice of any increase in the Subscription Fees. By using the Services after the increase in the Subscription Fees becomes effective, Customer agrees to be bound by such new Subscription Fees. FEES AND FEE RATES ARE TO BE CONSIDERED CONFIDENTIAL BY BOTH PARTIES AND NOT TO BE SHARED WITH ANY THIRD PARTY WITHOUT WRITTEN PERMISSION OR AS REQUIRED BY LAW.

- b. Payment. All Set-Up Fees, Subscription Fees and other fees due under this Agreement (collectively, "Fees") are payable in U.S. dollars, unless otherwise specified in writing. Except for the Set-Up Fee, which shall be paid prior to the performance of Set-Up, Customer shall pay all Fees and any other amounts set forth on each such invoice issued by Meritage under this Agreement within 30 days of the date of invoice. Fees are payable in advance and are non-refundable. In the event that Customer disputes the amount of any Fees, it shall so notify Meritage within the 30-day payment period. The failure to provide such notice shall be deemed agreement that the Fees are undisputed.

## 6. Confidentiality.

- a. Obligations. Each party acknowledges that by reason of the relationship created between the parties by this Agreement, it may have access to certain non-public information of substantial value concerning the other party's business, operations, strategic plans, customers, suppliers, technology, competition and employees. Accordingly, each party as the recipient of Confidential Information (the "Receiving Party") from the other party (the "Disclosing Party") will not use any Confidential Information of the Disclosing Party for any purpose other than the providing and receipt of Services under this Agreement. The parties agree the use of the Confidential Information will be in accordance with all terms and conditions of this Agreement. The Receiving Party will not disclose the Confidential Information of the Disclosing Party to any third party except as expressly provided herein and will protect the Disclosing Party's Confidential Information from unauthorized use, access or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care. Either party may disclose the Confidential Information of the other party to the Receiving Party's employees, subcontractors and advisors who require access to such information for the performance of their obligations, all provided that the employees, subcontractors and/or agents have entered into confidentiality agreements with the Receiving Party that are at least as protective of the Disclosing Party's Confidential Information as are the terms of this Agreement. The Receiving Party shall be responsible for any disclosure or use of the Disclosing Party's Confidential Information by or through any employee, subcontractor or agent of the Receiving Party. For the avoidance of doubt, Customer acknowledges that Meritage utilizes the services of certain third parties in connection with the provision of the Services (such as data hosting) and such third parties will have access to Customer's Confidential Information, subject to compliance with this Section 6. In addition, the Receiving Party will be allowed to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is: (i) approved in writing by the Disclosing Party; (ii) necessary for the Receiving Party to enforce its rights under this Agreement in connection with a legal proceeding; or (iii) required by law or by the order of a court of similar judicial or administrative body, provided that, to the extent permitted by law, the Receiving Party notifies the Disclosing Party of such required disclosure in writing and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure.
- b. Termination of Obligations. The Receiving Party's obligations under this Section 6 with respect to maintaining the confidentiality of any Confidential Information of the Disclosing Party will terminate if and when the Receiving Party can document that such information: (a) was already lawfully known to the Receiving Party at the time of disclosure by the Disclosing Party and is not subject to restrictions on disclosure and/or use; (b) is disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party has become, generally available to the public; or (d) is independently developed by the Receiving Party without access to, or use of, the Disclosing Party's Confidential Information. The restrictions on use of the Disclosing Party's Confidential Information shall remain in effect for five years subsequent to the earlier of the termination of this Agreement or the date on which the obligation to maintain the Confidentiality of the Disclosing Party's Confidential Information terminates.
- c. Return of Confidential Information. The Receiving Party will return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party in the Receiving Party's possession or control and permanently erase all electronic copies of such Confidential Information promptly upon the written request of the Disclosing Party or the termination of this Agreement, whichever comes first. At the Disclosing Party's request, the Receiving Party will certify in writing

that it has fully complied with its obligations under this Section 6.3. For the purposes of this Section 6, Data, as defined in Section 7 below, shall not be considered Customer's Confidential Information.

- d. Remedies. Each party acknowledges that any breach of any of its obligations with respect to the other party's Confidential Information may cause or threaten irreparable harm to such party. Accordingly, each party agrees that in such event, the aggrieved party shall be entitled to seek relief in any court of competent jurisdiction without the necessity of posting bond and in addition to such other remedies as may be available to the aggrieved party under law or in equity.
- e. Both Parties will have the right to disclose the existence but not the terms and conditions of this Agreement, provided that the terms and conditions may be disclosed if such disclosure is approved in writing by both Parties prior to such disclosure, or is included in a filing required to be made by a Party with a governmental authority (provided such party will use reasonable efforts to obtain confidential treatment or a protective order) or is made on a confidential basis to potential investors or acquirers in Meritage or any entity directly or indirectly controlling the majority voting interest in Meritage.

## **7. Ownership.**

- a. Customer's Ownership. Customer retains all right, title and interest in and to the Customer Information Customer or its Users provide to Meritage, other than such information that is subject to disclosure under applicable freedom of information laws and regulations. During the termination notice period specified in Section 9, Meritage will provide Customer Information in the form of Meritage native format files containing permit data to Customer within 10 business days of receipt of a written request for that Customer Information, all at no additional charge.
- b. Meritage's Ownership. Meritage retains all right, title and interest in and to, and all Intellectual Property Rights embodied in or related to the Sites, Services, Technology, and any other information or technology used or made available in connection with the Sites or Services, including without limitation any and all improvements, updates, and modifications thereto, whether or not made in conjunction with this Agreement. Meritage's name, logo, and the product and service names associated with the Services are trademarks of Meritage or third parties, and no right or license is granted to Customer to use them separate from Customer's right to access the Services. In the event that Customer or any End User makes any suggestions for the addition of features to, or the improvement of the Services ("Feedback"), Meritage shall, to the maximum extent permitted by law, own all such Feedback, including any Intellectual Property Rights therein, and shall have the right to use such Feedback for any purpose without payment or accounting to Customer or any End User. Customer and/or End User agree to execute any and all materials reasonably required by Customer to perfect Customer's ownership in such Feedback and Intellectual Property Rights, all at Meritage's expense.

## **8. Data.**

- a. Meritage will have the right to collect non-personally identifiable data and anonymized information resulting from Customer Information and Customer's use of the Services ("Customer Data") for purposes of (i) benchmarking of Customer's and others performance relative to that of other groups of customers served by Meritage (for the avoidance of doubt, Customer Data will be provided to third parties only as part of a larger body of anonymized data); and (ii) monitoring Service performance and making improvements to the Services and Sites.
- b. Backup and Recovery. Meritage shall provide, either directly or through its hosting partner, the following recovery services: 7.2.1 Hosting infrastructure recovery processes 7.2.2 Application recovery processes 7.2.3 Data backup with rotation and retention. Backups are done daily, the prior month of daily data is retained, each month is retained for a year, and each year retained until termination of the agreement.

## **9. Term and Termination.**

- a. This Agreement will begin on the Effective Date and will until terminated in accordance with the terms of this Agreement or the applicable Order Form. Upon the expiration of the initial term, if any, specified in the Order Form, Customer may terminate this Agreement upon not less than 90 days advanced written notice to Meritage. Except with respect to a failure to timely make any payments required under this Agreement, either party may terminate this Agreement if the other party breaches this Agreement and does not cure such breach within 60 days after being provided with written notice thereof, provided that in the case of Customer such time period will be extended beyond 60 days if Customer is exercising reasonable efforts to cure such breach during such 60-day period. With respect to the failure to timely make any payments, Meritage shall have the right to suspend access to the Services and Sites or, at its option, to terminate this Agreement, in the event that Customer fails to make any required payment

within five (5) business days after receipt of notice that the payment is past due. Upon any termination of this Agreement: (a) all rights and licenses granted to Customer in this Agreement will immediately terminate and Customer shall immediately cease to use the Services and Sites; (b) Meritage will cease performing all Services; (c) all access by Customer and any Users to the Sites and the Services (including all Customer Information) will be suspended; (d) Meritage will discontinue all use of the Customer Information; and (e) all Fees and other amounts incurred under this Agreement prior to such termination or expiration will become immediately due and payable by Customer. Upon the request of Customer following any termination or expiration, Meritage will transfer all Customer Information collected by Meritage either directly to Customer or to Customer's identified third-party partner. Customer shall compensate Meritage for the transfer on a time and materials basis at Meritage's then-current rates and will reimburse all reasonable expenses and costs associated with the transfer. Meritage will not be required to issue any refunds for any unearned Fees paid in advance. The provisions of Sections 2.2, 2.3 (section 2.3(b) and as necessary to complete the return of Customer Information), 2.6, 2.7, 5, 6, 7, 8, 9, 10, 11 and 12 of this Agreement will survive termination of the Agreement for any reason.

#### **10. Warranties and Disclaimers.**

- a. Warranties. Each party represents and warrants to the other party that: (a) such party has all requisite corporate or other applicable power and authority to execute, deliver and perform its obligations under this Agreement; and (b) the execution, delivery and performance of this Agreement by such party has been duly authorized; and will not conflict with, result in a breach of, or constitute a default under any other agreement to which such party is a party or by which such party is bound;
- b. Disclaimers. EXCEPT AS STATED UNDER THIS AGREEMENT, MERITAGE PROVIDES THE SERVICES "AS IS" AND "AS AVAILABLE" AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SERVICES, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING, TITLE AND NON-INFRINGEMENT. CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS RELIED ON NO SUCH WARRANTIES IN ENTERING INTO THIS AGREEMENT. MERITAGE DOES NOT WARRANT THAT THE SERVICES WILL BE FREE FROM LOSS OR LIABILITY INCLUDING THAT ARISING OUT OF ANY THIRD-PARTY TECHNOLOGY, THIRD PARTY ACTION, SUCH AS UNAUTHORIZED ACCESS BY ANY THIRD PARTY, OR ANY ACT OR OMISSION OF CUSTOMER. MERITAGE EXPRESSLY DISCLAIMS ANY WARRANTY OR LIABILITY WITH RESPECT TO COMPLIANCE WITH LAWS, RULES OR REGULATIONS APPLICABLE TO CUSTOMER, WHICH SHALL BE THE SOLE RESPONSIBILITY OF CUSTOMER. MERITAGE DOES NOT WARRANT THE ACCURACY, RELIABILITY OR COMPLETENESS OF customer materials or ANY ADVICE, REPORT, DATA OR DELIVERABLES OBTAINED BY CUSTOMER FROM THE CUSTOMER MATERIALS SUBMITTED TO THE SERVICES, SUCH ADVICE, REPORTS, DATA OR DELIVERABLES ARE PROVIDED "AS IS" AND MERITAGE SHALL NOT BE LIABLE FOR ANY INACCURACY THEREOF. MERITAGE SHALL NOT BE RESPONSIBLE OR LIABLE FOR: (A) ANY DAMAGES IF, AND TO THE EXTENT, CAUSED BY CUSTOMER'S FAILURE TO PERFORM ITS OBLIGATIONS, AS SET FORTH IN THIS AGREEMENT OR AN ORDER FORM; (B) ANY CORRUPTION, DAMAGE, LOSS OR MIS-TRANSMISSION OF CUSTOMER MATERIALS, UNLESS SUCH TRANSMISSION IS THE RESPONSIBILITY OF MERITAGE; OR (C) THE SECURITY OF CUSTOMER MATERIALS DURING TRANSMISSION FROM CUSTOMER'S FACILITIES TO THE CLOUD PLATFORM. Customer acknowledges that the Services may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications. Meritage is not responsible for any delays, failures, or other damage resulting from such problems.
- c. Customer represents and warrants that it: (A) owns or has the right to use all Customer Information and to submit and store such Customer Information on the Site and the infrastructure supporting the Site and Services; and (B) has all necessary licenses and permissions for usage of any third-party software or other information or material supplied or provided by Customer to Meritage in an Order Form or otherwise used in connection with the Services. Customer hereby grants to Meritage the right to use all Customer Information, including any third-party software solely for the purposes of this Agreement, including any Order Form, and the performance of Meritage's obligations hereunder and any Order Form.

#### **11. Certain Liabilities, Limitation of Liability.**

- a. The Parties will, at Parties own expense, indemnify, defend, hold harmless against, and pay all costs, damages and expenses (including reasonable attorneys' fees, to the extent applicable by Texas law) awarded against or incurred by the other based on, any claims, allegations or lawsuits that may be made or filed against either party by any person to the extent arising from or relating to any breach by either Party of any representation and warranty of that Party under this Agreement; or (b) alleging that use by

either Party in accordance with this Agreement of Customer or Meritage Information, Customer or Meritage Data or Customer or Meritage Confidential Information infringes or misappropriates the Intellectual Property Rights of, or has caused harm or damage to, a third party, except if caused by the other Party's negligence or willful misconduct.

- b. Limitation of Liability. EXCEPT TO THE EXTENT ARISING FROM A BREACH OF CONFIDENTIALITY OR OF SECTIONS 2.2 OR 7, OR AS ARISING UNDER OBLIGATIONS OF INDEMNIFICATION, IN NO EVENT WILL EITHER PARTY, INCLUDING ITS VENDORS, HOSTING SERVICE PROVIDERS, OR ITS LICENSORS, BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE, DATA, OR PROFITS, OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY OR TORT (INCLUDING ACTIVE AND PASSIVE NEGLIGENCE OR OTHERWISE), ARISING IN ANY WAY IN CONNECTION WITH OR OUT OF THE USE OF THE SITES OR SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. EXCEPT TO THE EXTENT ARISING FROM A BREACH OF CONFIDENTIALITY OR OF SECTIONS 2.2 OR 7, OR AS ARISING UNDER OBLIGATIONS OF INDEMNIFICATION OR CUSTOMER'S OBLIGATION TO MAKE PAYMENTS, EACH PARTY'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, THE SITES OR THE SERVICES, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE FEES PAID TO MERITAGE HEREUNDER AS OF THE DATE OF THE ACT OR OMISSION GIVING RISE TO THE LIABILITY. EACH PARTY ACKNOWLEDGES THAT THE FEES REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT NEITHER PARTY WOULD ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY. IN JURISDICTIONS WHERE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IS NOT PERMITTED, EACH PARTY'S LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

## **12. General Provisions.**

- a. Notwithstanding anything else, Customer may not provide to any person an export or re-export or allow the export or re-export of the Services or any software or anything related thereto or any direct product thereof, in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority.
- b. This Agreement will be binding upon the parties to this Agreement and their permitted successors and assigns. Except as provided otherwise in this Agreement, neither party may assign, delegate or transfer this Agreement or any of its rights or obligations (in whole or in part) under this Agreement (whether by operation of law or otherwise) to any third party without the other party's prior written consent. Notwithstanding the foregoing, either party may assign this agreement to any successor in interest to such party's stock, assets or business, whether by way of sale, merger, reorganization or other form of transaction, provided that such party provides the other party with notice of such assignment and that the successor in interest agreed in advance to assume all right, obligations, liabilities, and responsibilities of the assigning party under this Agreement. Any assignment or transfer in violation of the foregoing shall be null and void.
- c. Nothing in this Agreement confers or is intended to confer, expressly or by implication, any rights or remedies upon any person or entity not a party to this Agreement.
- d. This Agreement shall be governed by and construed in accordance with the laws of Texas without regard to conflicts of law principles. Customer agrees that it will only bring any action or proceeding arising from or relating to this Agreement in a state court in Cameron County, Texas
- e. The parties hereto are independent parties, not agents, employees or employers of the other or joint ventures, and neither acquires hereunder any right or ability to bind or enter into any obligation on behalf of the other.
- f. Any notice to the other party required or allowed under this Agreement must be delivered in writing by express courier, personal delivery, or by certified mail, postage pre-paid to the address for the party listed in the first paragraph of this Agreement.
- g. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions of this Agreement will continue in full force and effect.
- h. Unless otherwise amended as provided herein, this Agreement will exclusively govern Customer's access to and use of the Services and the Sites and is the complete and exclusive understanding and agreement between the parties, and supersedes any oral or written proposal, agreement or other communication between the parties, regarding Customer's access to and use of the Services and the Sites. This Agreement may be amended or modified only by a writing signed by both parties.
- i. All waivers under this Agreement must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

# **S T A R B A S E**

## **CITY COMMISSION AGENDA MEMO**

**TO: Mayor and City Commission**

**FROM: City Administrator**

**ITEM: Appointment of Fire Marshal**

### **SUMMARY**

The City of Starbase must appoint a qualified, experienced Fire Marshal to ensure that the fire code is enforced and to conduct fire inspections on business establishments and commercial properties. The fire marshal will also assume responsibility for investigation of any fires within the City Limits.

### **BACKGROUND**

Attached is the resume of Cliff Nevins, a fully trained and certified individual capable of performing the fire marshal duties for the City. Cliff Nevine currently works for SAFEbuilt and, the fire marshal position is included in the contract for services agreement with SAFEbuilt.

### **STAFF RECOMMENDATIONS**

It is recommended that the Mayor and City Commissioners appoint Cliff Nevins as the Fire Marshal for the City.

Suggested Motion: "I move to appoint Cliff Nevins as the Fire Marshal for the City of Starbase."

### **ATTACHMENTS**

Resume of Cliff Nevins

# Cliff Nevins

**Fire Marshal**

## EDUCATION

**West Texas A&M University**

BS Criminal Justice

**Lone Star College:** Peace Officer

**Amarillo College:** Basic Firefighter  
Certification

## CERTIFICATIONS

**Texas Commission on Law  
Enforcement**

Certified Intermediate Peace  
Officer

**Texas Commission on Fire  
Protection (TCFP)**

Head of Department Prevention  
Basic Fire Marshal  
Instructor I

Fire & Life Safety Educator I  
Fire Officer I

Advanced Arson Investigator  
Advanced Structure Fire Fighter  
Advanced Fire Inspector  
Hazardous Materials Technician  
Plan Examiner I

**FEMA NIMS Incident Command  
System**

100, 200, 300, 400, 700, 701, 702,  
703, 704 & 800 Certified

**International Code Council  
(ICC)**

Fire Plans Examiner  
Fire Inspector I & II  
Residential Fire Sprinkler  
Inspector/Plans Examiner

**National Fire Protection  
Association (NFPA)**

Certified Fire Inspector II  
Certified Fire Protection  
Specialist  
Certified Fire Plans Examiner

Mr. Nevins has 12+ years of knowledge and experience in the areas of fire prevention, law enforcement and community relations. His extensive experience provides a comprehensive understanding of what is needed to assist with finding solutions to complex problems that meet the short-term and long-term goals of a city.

## WORK EXPERIENCE

3<sup>rd</sup> Party Fire Professional

5-years

Safebuilt TX – Fire Marshal & Department Head

- Perform full range of commercial fire plan reviews including site life safety, sprinkler, and fire alarm systems.
- Recommend code modifications and ordinance updates to client to maintain highest safety standards.
- Perform inspections during construction for compliance with approved plans and ordinances.
- Perform annual inspections for businesses to ensure compliance with building codes and city ordinances.
- Identify and report violations and infractions of laws, ordinances, and safety standards.
- Supervises additional Fire staff to ensure quality standards are maintained.

Departments

9-years

Deputy Fire Marshal – Denton County ES

Fire Inspector – Harris County Fire Marshal Office

Fire Inspector – Texas State Fire Marshal Office

- Conduct plan reviews for new buildings and renovations and updates to existing structure to ensure compliance with codes and ordinances.
- Conduct building and fire protection system inspections for compliance with codes and regulations.
- Conduct fire investigations to determine the origin and causes.
- Worked closely with several other agencies to eliminate fire and life safety hazards throughout Harris County.
- Wrote detailed reports of fire inspections and fire code violations observed.

# **S T A R B A S E**

## **CITY COMMISSION AGENDA MEMO**

**TO: Mayor and City Commission**

**FROM: City Administrator**

**ITEM: Appointment for Building Official**

### **SUMMARY**

The City of Starbase needs to appoint the Building Official who will be responsible for enforcement of all building-related codes adopted by the City. The building official will also be responsible for coordinating and overseeing all building plan reviews and inspections conducted within the City.

### **BACKGROUND**

Attached is the resume of Tracy Rodriguez. Tracy Rodriguez has many years of experience and is properly certified to handle the duties and functions of the Building Official position which includes overseeing the building code enforcement process, and ensuring that new and existing structures meet safety and compliance standards. Tracy Rodriguez currently works for SAFEbuilt and, the building official position is included in the services agreement with SAFEbuilt.

### **STAFF RECOMMENDATIONS**

It is recommended that the Mayor and City Commissioners appoint Tracy Rodriguez as the Building Official for the City of Starbase.

Suggested Motion: "I move to appoint Tracy Rodriguez as the Building Official for the City of Starbase."

### **ATTACHMENTS**

Resume for Tracy Rodriguez

# TRACY RODRIGUEZ

**Operations Director,  
Texas**

## ICC CERTIFICATIONS

Certified Building Official  
Plumbing Plans Examiner  
Building Inspector  
Commercial Building Inspector  
Commercial Mechanical Inspector  
Commercial Plumbing Inspector  
Residential Building Inspector  
Residential Electrical Inspector  
Residential Plumbing Inspector  
Residential Mechanical Inspector  
Residential Combination Inspector

## TX State Board of Plumbing Examiners

Plumbing Inspector I-4300

Tracy is a construction professional with 30+ years of experience in residential and commercial projects. Her experience includes land development, plan design, project management, onsite construction management, in addition to field inspections.

Tracy's experience provides a full project understanding from the design phase, construction, and project close out. Her ability to understand the complexity of a project allows her to work with design professionals, general contractors, and owners to help maintain project milestones.

## RELEVANT EXPERIENCE

- Project Management
- Public and Private Works
- Pre-Construction Design
- Cost Estimation
- Project Scheduling
- Project Management

## PROJECT REFERENCES

Alvin ISD – Building Inspections

- Barbara Bennett Elementary

City of Manvel – Building Inspections

- HEB-Town Center
- Exxon Fuel Station

## WORK HISTORY

2022 – Current – Safebuilt – Assistant Director of Texas

2012 – 2022 – Eric L. Davis Engineering – Senior Account Project Manager

2008 – 2012 – Verde Structural Engineering – Owner/Account Manager

2004 – 2008 – DPIS Inspection Services – Inspection QA Manager

# **S T A R B A S E**

## **CITY COMMISSION AGENDA MEMO**

**TO: Mayor and City Commission**

**FROM: City Administrator**

**ITEM: Proposal and Professional Services Agreement with Halff Associates Inc.**

### **SUMMARY**

The City of Starbase requires the services of a professional engineering firm to provide engineering services in order to review subdivision plats, design of public infrastructure and management of the floodplain. Halff Associates is an experienced firm with offices located around the State including Brownsville and Harlingen.

### **BACKGROUND**

Halff Associates, Inc. is a national firm that provides engineering services many Texas cities and counties. They are familiar with the needs of the city of Starbase and will perform development plan reviews, plat reviews, drainage design, analysis and model review, streets design and management, floodplain management, engineering studies and construction observation.

### **STAFF RECOMMENDATIONS**

It is recommended that the attached proposal and professional services agreement with Halff Associates Inc. be approved.

Suggested Motion: “approving the proposal and professional services agreement with Halff Associates Inc. to serve as the City Engineer for the City of Starbase.”

### **ATTACHMENTS**

Proposal and Professional Services Agreement



May 8, 2025  
AVO 61092.001

Mr. Kent Myers  
City of Starbase  
[kent@clearcareerpro.com](mailto:kent@clearcareerpro.com)

Re: City of Starbase - City Engineering Services

Mr. Myers

Halff is pleased to present our proposal for providing Professional Engineering Services to Space City (City). It is our understanding that City is requesting Halff to perform general engineering duties on an as-needed basis, including, but not limited to: development plan reviews, plat reviews, drainage design, analysis and model review, streets design and management, floodplain management, engineering studies preparation and review, design plans preparation and review, construction observations and other professional engineering services as determined by City.

All design and development reviews will adhere to current city ordinances.

We propose to provide these services, as needed, on an hourly basis with a not-to-exceed amount of \$25,000.00 per month without written approval by the City. This amount can be adjusted month-to-month as necessary at the discretion of City, as needed to perform duties assigned.

All services are to be performed on an hourly basis in accordance with our Rate Schedule provided in Exhibit 1C. All approved work authorizations will be invoiced separately as outlined in our attached "Agreement for Professional Engineering Services on a Task Order Basis". For specific projects beyond the general services described above, Halff can provide a detailed scope of services and fee schedule.

Upon your review and approval, please sign and return to me, which will serve as the Notice to Proceed.

We appreciate this opportunity to work with you. If you have any questions or need additional information, please feel free to contact me by phone at (956) 664-0286 or email at [mdiaz@halff.com](mailto:mdiaz@halff.com).

Sincerely,

A handwritten signature in blue ink, appearing to read "MD", written over a light blue horizontal line.

Marcos Diaz, P.E.  
Vice President

Attachments: Exhibit 1A, Exhibit 1B, and Exhibit 1C

**City of Starbase**  
**Task Order Authorization Agreement**  
**For**  
**Professional Engineering Services with Halff Associates, Inc.**

**EXHIBIT 1A**

**Review Services**  
**Task Order Authorization No. 1**  
**May 8, 2025**

|                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|-------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Scope of Work:</b>               | <b>General Work Order Description:</b><br><br>Halff to perform general engineering duties on an as-needed basis, including, but not limited to: development plan reviews, plat reviews, drainage design, analysis and model review, streets design and management, floodplain management, engineering studies preparation and review, design plans preparation and review, construction observations and other professional engineering services as determined by City. |
| <b>Deliverables:</b>                | Deliverables will vary depending on City requests. A detailed list of tasks and progress will be included with each monthly invoice.                                                                                                                                                                                                                                                                                                                                    |
| <b>Items Furnished by the City:</b> | Approved ordinances.                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Schedule:</b>                    | Halff personnel will be available upon written notice to proceed and signed agreements.                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Fees:</b>                        | <u>General Engineering Services:</u> <u>\$25,000.00</u><br><br>This is a Cost-Plus Fee and will be billed on an hourly basis with a not to exceed monthly maximum, as specified above, unless approved in writing by the City. See attached rate sheet (Exhibit 1C)                                                                                                                                                                                                     |

**City of Starbase**  
**Task Order Authorization Agreement**  
**For**  
**Professional Engineering Services with Halff Associates, Inc.**

**EXHIBIT 1A**

Halff is performing the services above under the terms and conditions described in the **Agreement for Professional Engineering Services**, dated **May 27, 2025**, between Halff Associates, Inc. and the City of Starbase.

Submitted:

**HALFF ASSOCIATES, INC.**

Approved:

**CITY OF STARBASE, TEXAS**

By: \_\_\_\_\_

Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

By: \_\_\_\_\_

Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**City of Starbase**  
**Work Order Authorization Agreement**  
**For**  
**Professional Engineering Services with Halff Associates, Inc.**

**EXHIBIT 1B**

**Work Order Authorization # 1: Professional Engineering Services**

The Scope of Services below is for providing Professional Engineering Services to the City of Starbase (City). It is Halff's understanding that City is requesting Halff to perform general engineering duties on an as-needed basis, including, but not limited to: development plan reviews, plat reviews, drainage analysis and model review, streets management, floodplain management, engineering studies preparation and review, design plans preparation and review, construction observations and other professional engineering services as determined by City.

The specific tasks to be performed by Halff, if requested by City, include:

**Task 1: Review Services**

Halff will provide City with engineering plan and report review services as requested by City representative. Services shall include, but not be limited to the following:

1. Development plan review submitted to the City by third parties, including but not limited to, contractors, developers, engineers, architects, etc. Halff will review construction documents relative to the Space City established standards, codes, ordinances, and engineering principles. All review documentation will be coordinated with the city planner for distribution to the appropriate submitters.
2. Plat Reviews: Halff engineers and surveyors will assist City with reviewing plats for compliance with City's established, standards, codes, and ordinances. All review documentation will be coordinated with the city planner for distribution to the appropriate submitters.
3. Drainage Analysis review. Halff engineers will review submitted drainage analyses relative to City's established standards, codes, and ordinances. Halff will act as the floodplain manager for the City. All review documentation will be coordinated with the city planner for distribution to the appropriate submitters.

**Task 2: Design/Professional Engineering Services**

1. Halff will develop engineering design drawings that conform to City standards and engineering practices. Detailed scope of work and fee estimates will be established and agreed upon in writing by the City and Halff prior to commencement of work.
2. Halff will provide surveying services as needed to supplement design tasks and to confirm public right of way monumentation as represented by submitted plats and tasks as requested by the City.
3. Develop a street and drainage maintenance plan to manage the public infrastructure in the public right of way. All documents and plans will follow standard engineering practices and will be coordinated with city officials for implementation and adoption of the street maintenance plan.

**Task 3: Meetings**

1. Halff will attend in person or virtual meetings as necessary for the coordination of the development process required by city council, city boards, staff, and development coordination meetings.



#### **Task 4: GIS/Mapping Services**

1. Halff will develop and maintain city boundaries and subdivision infrastructure on a GIS based format to include but not limited to zoning, infrastructure, plats, FEMA published maps, utilities, streets, drainage, and items required by the City.

#### **Task 5: Construction Observation Services**

1. This task includes construction observation of civil-related roadway and drainage improvements constructed within the city limits of Starbase, Texas. Additionally, utility roadway crossings will be observed during construction.
2. This task includes conducting observation site visits during construction as requested by the Developer and/or City of Starbase, preparation of construction observation reports for the City of Starbase and or Developer.
3. This task includes conducting of one (1) preliminary walkthrough, preparation of one (1) punch list, and conducting one (1) final walk through per Project.
4. This task does **not** include Construction observations of water and sewer utilities.
5. This task does **not** include attending developer's construction progress meetings or construction staking.

#### **FEE**

Halff proposes to provide the above scope of services on an hourly rate basis with a not to exceed monthly maximum of **\$25,000.00**, unless approved in writing by City. The fees for this scope of services are dependent upon the direction of City to Halff but not to be exceeded without notification to and authorization from City.

Reimbursable expenses will be billed separately from our base fee at 1.10 multiplier for expenses such as travel, reproduction, courier services, etc.



## Exclusions

Halff will not provide permitting services, geotechnical engineering services or environmental services unless requested by City. Coordination with FEMA will not be provided by Halff as part of the plat process, this task will be performed by the development engineer as part of the development process. Design reviews of water and wastewater systems will be the responsibility of the Utility and will be excluded by Halff.

The following services are NOT included within the Scope of Work, unless otherwise noted in Attachment '1B', but can be provided by Halff Associates.

1. Construction Staking;
2. Geotechnical consulting;
3. Landscape Architectural services;
4. Quality control and material testing services during construction;
5. Filing and permit fees;
6. Traffic engineering report or studies;
7. Traffic engineering design;
8. Design of signage, entry features, or monuments;
9. Construction administration;
10. Full time construction administration and/or any other full time construction related services;
11. Floodplain studies, reclamation plans, hydrologic or hydraulic studies;
12. Design of any utilities or grading within the building limits;
13. Design of retaining walls, review of walls designed by others, or inclusion of structural details;
14. Parking area lighting plan, striping plan for areas other than parking stalls, and fencing plan;
15. Design/coordination of existing utility relocations or modifications;
16. Design/coordination of existing off-site utility relocations or modifications;
17. Design for relocation, adjustment and/or demolition of existing improvements or infrastructure;
18. Design of fire protection, irrigation, power, cable, phone and gas systems to serve the site;
19. Title Research required for Boundary, Plats, easements, and exhibits;
20. Demolition plans;
21. Negotiations with adjacent property owners;
22. Preparing and Managing Stormwater Pollution Prevention Plans;
23. Specific Tree Survey on selected site or Improvement Survey once project is complete;
24. Environmental impact statements and assessments;
25. The Design Professionals shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might in the sole judgment of the Design Professional, increase the Design Professional's risk or the availability or cost of his or her professional or general liability insurance;
26. This project includes the design of on-site facilities only;
27. Preparation of off-site easements of any kind shall be considered an additional service;
28. Schedules and fees assume that property is located on a tract of land served by roadways and utilities adjacent to the site;
29. Swimming Pool and fountain design;
30. Bidding and Permitting; and
31. Preparing Engineer's Statement of Preliminary Probable Construction Cost.
32. Coordination with local authorities and regulatory agencies.



**Halff Associates, Inc.**  
 5000 W Military Hwy, Suite 100  
 McAllen, TX 78503  
 (956)664-0286

## EXHIBIT 1C

Rate Schedule from March 2025 through March 2026

For  
 Professional Engineering Services with Halff Associates, Inc.

| Labor Category        | Level | Hourly Billing Rate Range |        | Labor Category | Level | Hourly Billing Rate Range |        |
|-----------------------|-------|---------------------------|--------|----------------|-------|---------------------------|--------|
|                       |       | Low                       | High   |                |       | Low                       | High   |
| Engineer              | I     | 120.00                    | 137.00 | Field Tech     | I     | 67.00                     | 78.00  |
|                       | II    | 135.00                    | 166.00 |                | II    | 83.00                     | 101.00 |
|                       | III   | 179.00                    | 224.00 |                | III   | 105.00                    | 129.00 |
|                       | IV    | 232.00                    | 267.00 |                | IV    | 134.00                    | 158.00 |
|                       | V     | 298.00                    | 552.00 |                | V     | 174.00                    | 241.00 |
| Scientist             | I     | 96.00                     | 108.00 | Office Tech    | I     | 64.00                     | 83.00  |
|                       | II    | 114.00                    | 145.00 |                | II    | 86.00                     | 109.00 |
|                       | III   | 162.00                    | 199.00 |                | III   | 108.00                    | 131.00 |
|                       | IV    | 215.00                    | 245.00 |                | IV    | 134.00                    | 166.00 |
|                       | V     | 275.00                    | 394.00 |                | V     | 184.00                    | 283.00 |
| Landscape/<br>Planner | I     | 91.00                     | 99.00  | Administrative | I     | 72.00                     | 80.00  |
|                       | II    | 111.00                    | 136.00 |                | II    | 86.00                     | 101.00 |
|                       | III   | 152.00                    | 190.00 |                | III   | 107.00                    | 141.00 |
|                       | IV    | 194.00                    | 240.00 |                | IV    | 139.00                    | 158.00 |
|                       | V     | 245.00                    | 366.00 |                | V     | 215.00                    | 439.00 |
| Surveyor              | I     | 100.00                    | 119.00 | Specialist     | I     | 95.00                     | 109.00 |
|                       | II    | 126.00                    | 126.00 |                | II    | 121.00                    | 146.00 |
|                       | III   | 149.00                    | 165.00 |                | III   | 158.00                    | 199.00 |
|                       | IV    | 176.00                    | 215.00 |                | IV    | 207.00                    | 232.00 |
|                       | V     | 224.00                    | 360.00 |                | V     | 286.00                    | 386.00 |
|                       |       |                           |        | Intern         |       | 79.00                     | 90.00  |

| Unit Number | Unit Name                       | Billing Rate         |
|-------------|---------------------------------|----------------------|
| LOC1M       | Designating (QL-B) (1-Man)      | 130 <i>per hour</i>  |
| LOC2M       | Designating (QL-B) (2-Man)      | 250 <i>per hour</i>  |
| SPAR1M      | Spar Designating (QL-B) (2-Man) | 300 <i>per hour</i>  |
| POT2M       | Potholing (QL-A) (2-Man)        | 350 <i>per hour</i>  |
| SURV1M      | 1-Man Survey Crew               | 130 <i>per hour</i>  |
| SURV2M      | 2-Man Survey Crew               | 200 <i>per hour</i>  |
| SURV3M      | 3-Man Survey Crew               | 270 <i>per hour</i>  |
| SURVSCN     | 3D Laser Scanner                | 2,000 <i>per day</i> |
| SURVUAL     | UAS LIDAR                       | 2,600 <i>per day</i> |
|             |                                 |                      |
|             |                                 |                      |

Mileage will be billed at the current IRS Rate.

rev. 3/5/2025

## AGREEMENT FOR PROFESSIONAL SERVICES ON A DEFINED SCOPE OF SERVICES BASIS

This Agreement for Professional Services (the "Agreement") is entered into by the City of Starbase a **City Commission** of the State of **Texas** ("Client"), duly authorized to act by the **City Commission** of said Client, and **HALFF ASSOCIATES, INC.**, a Texas corporation ("Halff") for the provision of professional engineering services by Halff to Client. Client and Halff may be collectively referred to as the "Parties" or individually as a "Party".

### WITNESSETH:

For the mutual promises and benefits herein described, Client and Halff agree as follows:

- I. TERM OF AGREEMENT.** This Agreement shall become effective on the date of its execution by both Parties (the "Effective Date") and shall continue in effect thereafter until May 12, 2026, or if Agreement is terminated as provided herein. The terms of this Agreement may be renewed for an additional period of one (1) year, upon a mutual written agreement of both parties.
- II. HALFF'S SERVICES.** Halff shall provide to Client professional services as described in the scope of services attached hereto and fully incorporated herein as "**Exhibit A**" (the "Scope of Services").
- a. **Independent Contractor Status.** Halff shall perform the services hereunder as an independent contractor and not as an agent or fiduciary of Client.
  - b. **Standard of Care.** Halff shall perform its services consistent with the professional skill and care ordinarily provided by members of the profession practicing in the same or similar locality under the same or similar circumstances (the "Standard of Care"). Nothing contained herein shall be construed to create any warranty or certification of any kind, and Halff shall not be required to provide any certification, assignment, or warranty. Upon written request and for a separate mutually agreed fee and fully executed contract amendment and at Halff's sole discretion, Halff may agree to provide certain specific written statements regarding its services. Such statements shall be in a form prepared by and acceptable to Halff and shall be requested with sufficient advance notice to allow Halff to review the documents and prepare a suitable statement.
  - c. **Timeliness of Performance.** Halff shall perform the Scope of Services as expeditiously as is consistent with the Standard of Care and the orderly progress of the project.
  - d. **Client Objection to Personnel.** If at any time after entering into this Agreement Client has a reasonable objection to any of Halff's personnel, or any personnel, professionals and/or consultants retained by Halff, Client shall notify Halff in writing of such objection providing reasonable details concerning Client's objections. Thereafter, Halff shall promptly propose substitutes to Client. Upon Client's mutual agreement, Halff's compensation shall be equitably adjusted to reflect any difference in Halff's costs occasioned by such substitution.
  - e. **Construction Estimates.** Client acknowledges and agrees that Halff's preparation of any estimate of probable construction costs, preliminary or otherwise, and any updated estimates of probable construction costs prepared by Halff, represent Halff's judgment as a design professional. Client further acknowledges and agrees that Halff has no control over the cost of labor, materials, or equipment; the Contractor's methods of calculating and estimating bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, Halff cannot and does not warrant or represent that bids or negotiated prices will not vary from Halff's estimate of probable construction costs (including any updates thereto) or from Client's budget or from any other estimate or evaluation, prepared or agreed to by Halff.
  - f. **Not Used.**
  - g. **Additional Services and Change Orders.** Any service(s) not specifically listed in the Scope of Services will be considered "Additional Services" and shall be billed on an hourly basis pursuant to the current hourly rates of the personnel performing such Additional Services or if the parties agree upon an additional lump sum

payment for the Additional Services such lump sum shall be set forth in a writing signed by Client and Halff. All Additional Services, when requested, shall be authorized in writing by Client prior to Halff proceeding with any such Additional Services. In the event Client requests to modify the Scope of Services (a "Change Order"), such Change Order shall be mutually agreed upon in writing by Client and Halff prior to Halff proceeding with any such changes. Change Orders shall be billed on an hourly basis pursuant to the current hourly rates of the personnel performing such Services or if the parties agree upon an additional lump sum payment for the Change Order such lump sum shall be set forth in a writing signed by Client and Halff. Notwithstanding the foregoing, if circumstances or conditions that were not originally contemplated or known to Halff become known that affect the Services to be performed under any Task Order (including, without limitation, schedule, compensation, allocation of risks), Halff will inform Client and Client agrees to engage in good faith renegotiation of the Services. If revised Services cannot be mutually agreed upon, either Party shall have the right to terminate this Agreement.

### III. COMPENSATION AND PAYMENT TERMS.

- a. **Payment Terms.** Client agrees to pay monthly invoices or their undisputed portions within thirty (30) calendar days of receipt. Payment later than thirty (30) calendar days shall include interest at one percent (1%) per month or lesser maximum enforceable interest rate, from the date of the invoice until the date Halff receives payment. Interest is due and payable when the overdue payment is made. Any delay in an undisputed payment constitutes a material breach of this Agreement.
- b. **Suspension of Services due to Nonpayment.** It is understood and agreed by the Parties that Halff's receipt of payment(s) from Client is not contingent upon Client's receipt of payment, funding, reimbursement, or any other remuneration from any third party. Client agrees that performance of the services under this Agreement is contingent upon Client's timely payment of invoices. In the event Client is delinquent on its payment of invoices, after receiving a notification from Halff of nonpayment, Halff shall have the right to stop providing the Services and to terminate this Agreement effective immediately.
- c. **Fee and Cost Calculations.** Lump sum and time-related charges will be billed as specified in the Scope of Services. Unless stated otherwise in the Scope of Services, direct expenses, subcontracted services, and direct costs will be billed at actual cost. Mileage will be billed at current IRS rates. Rates used in the lump sum calculation(s), if applicable, are estimates and are not reflective of actual billing rates posted on invoices.
- d. **Disputed Invoices.** If Client reasonably disagrees with any portion of an invoice, Client shall notify Halff in writing setting forth in reasonable detail the nature of the disagreement, including the invoice date and number and the amount disputed. Claims for disputed amounts must be made within thirty (30) days of the date of the relevant invoice. Client waives the right to dispute an invoice or portion thereof not disputed within said thirty (30) day period.
- e. **Taxes.** The fees and costs stated in this Agreement exclude all sales, consumer, use and other taxes. Client agrees to fully reimburse Halff and its subcontractors for taxes paid or assessed in association with the services provided hereunder, whether those taxes were in effect as of the date of this Agreement or were promulgated after the date of this Agreement. This clause shall not apply to taxes associated with reimbursable or other Project related expenses, which shall be identified in the applicable invoice for reimbursement by Client.

**IV. CLIENT'S OBLIGATIONS.** Client agrees that it will (i) designate a specific person to act as Client's representative; (ii) provide Halff with all previous studies, reports, data, budget constraints, special Client requirements, or other pertinent information known to Client that are relevant to Halff's services; (iii) provide access to property owned by Client and or any third party as may be necessary for the performance of Halff's services for Client; (iv) make prompt payments in response to Halff's statements; and (v) respond in a timely manner to requests from Halff. Halff is entitled to rely upon and use, without independent verification and without liability, all information and services provided by Client or Client's representatives.

**V. TERMINATION.** Either Client or Halff may terminate this Agreement at any time with or without cause upon giving the other Party ten (10) calendar days' prior written notice. Client agrees that termination of Halff for Client's convenience shall only be utilized in good faith and shall not be utilized if either the purpose or the result of such

termination is the performance of all or part of the Scope of Services being performed by a third party. Following Halff's receipt of such termination notice Client shall, within ten (10) calendar days of Client's receipt of Halff's final invoice, pay Halff for all services rendered and all costs incurred up to the date of Halff's receipt of such notice of termination.

## VI. OWNERSHIP OF DOCUMENTS.

- a. **License to Client.** Upon Halff's completion of services and receipt of payment in full, Halff grants to Client a non-exclusive license to possess and use the final drawings and instruments produced in connection with Halff's performance of the Scope of Services (collectively the "Deliverables"). The Deliverables may be copied, duplicated, reproduced, and used by Client for the sole purpose of constructing, operating and maintaining the Project for which the Deliverables were created. Notwithstanding the foregoing, Client understands and agrees that the Deliverables and any and all computer programs, GIS applications, proprietary data or processes, and certain other items related to the services performed hereunder are and shall remain the sole and exclusive property of Halff. Under no circumstances shall delivery of the Deliverables to Client be deemed a sale by Halff, and Halff makes no warranties, either express or implied, of merchantability or fitness for any particular purpose.
- b. **Prohibition Against the Reuse of Deliverables.** Client agrees that the Deliverables are not intended or represented to be suitable for reuse by Client or any third party for any purpose other than as set forth herein. Client agrees that Client may not use or reuse the Deliverables on any other project without the express written authorization of Halff and any reuse by Client, or by those who obtain said information from or through Client, without Halff's written consent, will be at Client's sole risk and without liability or legal exposure to Halff or to Halff's employees, agents, representatives, officers, directors, affiliates, shareholders, owners, members, managers, attorneys, subsidiary entities, advisors, subcontractors or independent contractors or associates (collectively "Halff's Affiliates").
- c. **Indemnification for Reuse of Deliverables.** To the extent permissible by Texas law, Client agrees to defend, indemnify and hold Halff and Halff's Affiliates harmless from and against any and all damages, liability and costs arising from the reuse of the Deliverables in violation of Section VI.b. above. Under no circumstances shall delivery of the Deliverables by Halff to Client be deemed a sale by Halff, and Halff makes no warranties, either express or implied, of merchantability or fitness for any particular purpose. In no event shall Halff be liable for any damages, including but not limited to indirect or consequential damages, as a result of Client's unauthorized use or reuse of the Deliverables.
- d. **Electronic Files.** Client agrees that differences may exist between the electronic files and the printed hard-copy original documents provided by Halff. In the event of a conflict between the signed original documents prepared by Halff and any electronic or other files or data provided, it is understood and agreed that the original signed or sealed hard-copy documents shall govern.

**VII. NOTICES.** Any notice or communication required or permitted to be given hereunder may be delivered to the Parties as designated below, or such other address as may be designated in writing from time to time in accordance with this Section VII. by (a) personal delivery; (b) overnight courier (signature required); or (c) U.S. Mail (registered or certified only), return receipt requested. Such notice will be deemed to be given on the date of actual receipt.

**To Halff:**  
**Halff Associates, Inc.**  
Attn: Legal Department  
1201 North Bowser Road  
Richardson, TX 75081-2275  
Telephone: 214-346-6200  
With copies to [legalthelp@halff.com](mailto:legalthelp@halff.com)

**To Client:**  
**City of Starbase**  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
Tele: \_\_\_\_\_  
Email: \_\_\_\_\_

**VIII. INSURANCE.** Halff agrees to maintain during the life of this Agreement, and for a period of four (4) years following the termination or expiration thereafter, the minimum insurance from an insurance carrier with a financial rating of no less than A- with the limits as set forth below. Halff shall submit to Client a certificate of insurance prior to commencing performance of the Services.

- a. Commercial general liability insurance, including personal injury liability, blanket contractual liability, and broad form property damage liability in an amount of not less than \$2,000,000 per occurrence/aggregate.
- b. Automobile bodily injury and property damage liability insurance with a limit of not less than \$1,000,000.
- c. Workers' Compensation and Employer's Liability: Insurance as required by applicable state and/or federal law (including Longshoremen's and Harbor Workers' Act and the Jones Act). The employer's liability policy limit shall not be less than \$1,000,000.
- d. Professional liability insurance (Errors and Omissions) with a limit of \$2,000,000 per claim/annual aggregate.
- e. Excess or Umbrella insurance with a limit not less than \$5,000,000 per occurrence/general aggregate.

## IX. DISPUTE RESOLUTION.

- a. "Dispute" means any controversy, claim (whether for damages, costs, expenses or other losses) or disagreement by and between the Parties, whether in contract, tort, statutory or common law, legal or equitable, now existing or hereafter arising under or in connection with this Agreement including the interpretation, performance or non-performance, or exercise of rights under any provision of this Agreement.
- b. **Negotiation.** In the event of a Dispute, the Parties agree that they shall first attempt to informally negotiate in good faith to resolve the Dispute through one or more meetings to be held between authorized representatives with decision-making authority from each Party for a period of not less than twenty-one (21) days. These informal negotiations are a condition precedent to both mediation and the institution of any legal or equitable proceedings, unless such meetings will infringe upon schedules defined by applicable statutes of limitation or repose in which case such meetings shall still be required, but the institution of said proceedings shall not be precluded for failure to meet this specific meeting requirement. All reasonable requests for information made by one Party to the other shall be honored. All negotiations and information exchanged between the Parties pursuant to this Section IX.b. shall be confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.
- c. **Mediation.** Excluding Disputes related to disputed and/or unpaid invoices which are not required to be mediated, if the Dispute cannot be resolved by negotiations pursuant to Section IX.b. above, the Parties shall endeavor to settle the Dispute by mediation under the then current construction industry mediation rules and procedures published by the American Arbitration Association ("AAA"). The Parties shall mutually agree on the mediator. If the Parties are unable to do so, or the agreed upon mediator is unwilling or unable to serve, AAA shall appoint a mediator. Costs associated with mediation shall be shared equally by Client and Halff. All reasonable requests for information made by one Party to the other shall be honored. The mediation and information exchanged between the Parties pursuant to this Section IX.c. shall be confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.
- d. **Litigation.** If the Dispute cannot be resolved by negotiation pursuant to Section IX.b. or mediation pursuant to Section IX.c., the Parties agree to submit to the exclusive venue and jurisdiction set forth in Section IX.e. below. The prevailing Party shall be entitled to recover from the other Party all fees, costs, and expenses related to such litigation, including, without limitation, reasonable attorneys' fees.
- e. **Governing Law and Jurisdiction.** This Agreement shall be administered under the substantive laws of the State of Texas (and not its conflicts of law principles) which shall be used to govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation, its validity, interpretation, construction, performance, and enforcement. Exclusive jurisdiction and venue shall lie in any court of competent jurisdiction in Cameron County, Texas.

**X. EXCLUSIVITY OF REMEDIES.** The Parties acknowledge and agree that the remedies set forth in Section XI below are and shall remain the Parties' sole and exclusive remedy with respect to any Dispute. The Parties agree that Halff is to have no liability or responsibility whatsoever to Client for any Dispute, except as set forth in this Agreement. No Party shall be able to avoid the limitations expressly set forth in this Agreement by electing to pursue some other remedy or Dispute resolution method.

## **XI. AGREED REMEDIES**

- a. **No Individual Liability.** In no event shall Halff's individual employees, consultants, agents, officers or directors be subject to any personal legal exposure or liability for Disputes arising out of or in connection with this Agreement.
- b. **LIMITATION OF LIABILITY.** IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH CLIENT AND HALFF, AND ACKNOWLEDGING THAT THE ALLOCATION OF RISKS AND LIMITATIONS OF REMEDIES ARE BUSINESS UNDERSTANDINGS BETWEEN THE PARTIES AND THESE RISKS AND REMEDIES SHALL APPLY TO ALL POSSIBLE LEGAL THEORIES OF RECOVERY, CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR ANY REFERENCE TO INSURANCE OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF HALFF AND HALFF'S AFFILIATES TO CLIENT , FOR DISPUTES, OTHER THAN DISPUTES IN CONNECTION WITH GROSS NEGLIGENCE OR WILLFUL MISCONDUCT , SHALL NOT EXCEED THE AMOUNT OF INSURANCE UNDER THE APPLICABLE POLICIES REQUIRED BY SECTION VIII HEREIN.
- c. **Waiver of Consequential Damages.** Notwithstanding any other provision of this Agreement, neither Party shall be liable to the other Party for contingent, consequential or other indirect damages including, without limitation, damages for loss of use, revenue or profit; operating costs and facility downtime; or other similar business interruption losses, however, the same may be caused.
- d. **Time Limit To Make A Claim.** Client may not assert any claim against Halff after the statute of limitation provided by law.

## **XII. PROJECT ENHANCEMENT/BETTERMENT.**

- a. **Betterments.** If a component of the Project is omitted from Halff's Deliverables due to the breach of this Agreement or negligence of Halff, Halff will not be liable to Client to the extent such omission relates to any betterment, improvement or added value component (collectively a "Betterment") added to the Project. Client will be responsible for the amount it would have paid for such Betterment as if such Betterment had been included in Halff's Deliverables. Notwithstanding the foregoing, Halff will be responsible only to the extent necessary to place Client in the same position it would have been but for Halff's breach or negligence, for the reasonable (i) retrofit expense, (ii) waste, or (iii) intervening increase in the cost of the Betterment furnished through a change order from Client. To the extent that unit pricing increases due to the addition of the Betterment, Client agrees that such cost increases would only be applicable to newly identified Betterments, not increases in quantity of existing items.
- b. **Component Enhancements.** If it is necessary to replace a component of the Project due to the breach of this Agreement by or negligence of Halff, Halff will not be liable to Client for any enhancement or upgrade of such component beyond that originally included in the Deliverables, unless there is no similar replacement component. In addition, if the component has an identifiable useful life that is less than the Project itself, the damages of Client shall be reduced to the extent that the useful life of the original component will be extended by the replacement thereof.
- c. **Betterment/Component Enhancement Exclusion.** IN THE EVENT OF A DISPUTE, THE PARTIES AGREE THAT HALFF'S LIABILITY, IF ANY, SHALL EXCLUDE ANY AND ALL DAMAGES, COSTS, AND EXPENSES THAT CREATE OR RESULT IN A BETTERMENT, COMPONENT ENHANCEMENT OR OTHER ADDED VALUE OR UPGRADE/ENHANCEMENT OF THE PROJECT RECEIVED BY CLIENT DUE TO HALFF'S BREACH OR NEGLIGENCE, UNLESS THERE IS NO SIMILAR REPLACEMENT COMPONENT.

**XIII. ASSIGNMENT.** This Agreement is binding on the heirs, successors, and assigns of the Parties hereto. Neither this Agreement, nor any claims, rights, obligations, suits, or duties associated hereto, shall be assigned or assignable by either Client or Halff without the prior written consent of the other Party.

**XIV. WAIVER.** Any failure by Halff to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Halff may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

**XV. SEVERABILITY.** Should any one or more of the provisions contained in this Agreement be determined by a court of competent jurisdiction or by legislative pronouncement to be void, invalid, illegal, or unenforceable in any respect, such voiding, invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be considered as if the entirety of such void, invalid, illegal, or unenforceable provision had never been contained in this Agreement.

**XVI. INTEGRATION.** This Agreement For Professional Services and the Scope of Services are fully incorporated herein and represent the entire understanding of Client and Halff and supersedes and replaces all prior, contemporaneous and subsequent agreements, negotiations, representations, warranties, understandings, statements, promises, or inducements, whether oral or written, regarding the matters contained herein. No prior, contemporaneous, or subsequent communications, whether oral, written, electronic or other form, shall be of any force or effect with respect to the matters covered herein. Any amendments or modifications to this Agreement shall only be effective if made in writing and signed by both Parties.

**XVII. NO THIRD-PARTY BENEFICIARIES.** This Agreement is being entered into for the sole benefit of the Parties hereto, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever.

**XVIII. SIGNATORIES.** Client and Halff mutually warrant and represent that the representation of each who is executing this Agreement on behalf of Client or Halff, respectively, has full authority to execute this Agreement and bind the entity so represented.

**IN WITNESS WHEREOF**, the Parties, having read and understood this Agreement, have executed such in duplicate copies, each of which shall have full dignity and force as an original, on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**HALFF ASSOCIATES, INC.**

**CLIENT: CITY OF STARBASE**

By: \_\_\_\_\_

Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

By: \_\_\_\_\_

Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

# **S T A R B A S E**

## **CITY COMMISSION AGENDA MEMO**

**TO: Mayor and City Commission**

**FROM: City Administrator**

**ITEM: Tec Refresh Master Services Agreement for Web Security and Development Services**

### **SUMMARY**

The City of Starbase requires IT services, network security and infrastructure to maintain a municipal website and provide internet capabilities for the public to engage with city departments.

### **BACKGROUND**

The newly incorporated City of Starbase requires a municipal website, content management, and internet presence, and the ability to post notices as required by Texas statutes, post agendas, and provide a method for the public to engage with the city and do business with the city. The agreement to initiate the infrastructure for the municipal website between SpaceX and Tec Refresh is assigned and a new master services agreement between Starbase and Tec Refresh is proposed.

### **STAFF RECOMMENDATIONS**

It is recommended that the City Commission approve the Tec Refresh Assignment Agreement and the Master Services Agreement for IT services, network security, and infrastructure necessary to maintain a municipal website.

Suggested Motion: "I move that the City of Starbase approve the Master Services Agreement between Tec Refresh and City of Starbase, Texas."

### **ATTACHMENTS**

Assignment Agreement

Tec Refresh Master Services Agreement

## ASSIGNMENT AND ASSUMPTION OF AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "**Agreement**") is entered into effective as of \_\_\_\_\_, 2025 (the "**Effective Date**"), by and between the SpaceX ("**Assignor**"), on the one hand, and on the other hand, City of Starbase, Texas ("**Assignee**" and, together with the Assignor, each a "**Party**" and collectively, the "**Parties**").

**WHEREAS**, Assignor entered into a Master Services Agreement ("MSA") with Tec-Refresh, Inc., a California corporation whereby Tec-Refresh agreed to provided certain technology related services to the Assignor;

**WHEREAS**, the MSA contemplated that the Assignor could assign its rights and obligations under the MSA to the Assignee;

**WHEREAS**, the Assignor now wishes to assign all of its rights and obligations under the MSA to the Assignee.

**WHEREAS**, the Assignee agrees to assume and accept all of the Assignor's rights and obligations under the MSA with Tec-Refresh.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms, and conditions set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Subject to the terms and conditions set forth herein, Assignor shall assign and transfer to Assignee all the Assignor's right, title, and interest in and to the MSA.
2. Approval. Assignor and Assignee acknowledge that this Assignment of Assignor's Assigned Interests has been approved by Tec-Refresh such that no further action will be required to effect this Assignment after its execution by Assignor and Assignee, and acknowledgement by Tec-Refresh.
3. Acceptance by Assignee. Assignee: (a) accepts the assignment of all Assignor's right, title, and interest in and to the MSA; and (b) agrees to be bound by all the terms, covenants, and conditions of this Agreement and of the MSA, as may be amended from time to time.

4. Successor and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. No party may assign any of its rights or obligations hereunder without the prior written consent of the other parties hereto, which consent shall not be unreasonably withheld or delayed.

WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

**ASSIGNEE:**

City of Starbase, Texas

**ASSIGNOR:**

**SpaceX**

By: \_\_\_\_\_

Name:

Title:

By: \_\_\_\_\_

Name:

Title:

Agreed to and accepted by:

**Tec-Refresh**

By: \_\_\_\_\_

Name: Efrem Gonzales

Title: President

# **S T A R B A S E**

## **CITY COMMISSION AGENDA MEMO**

**TO: Mayor and City Commission**

**FROM: City Administrator**

**ITEM: Service Agreement for JustFOIA Records Request Tracking System**

### **SUMMARY**

The City of Starbase is anticipating immediate requests for public records that will be submitted to the City Clerk. According to the Texas Public Information Act the City is required to provide an initial response to such records quickly. Starbase may receive numerous requests during the months following incorporation, a tracking system is necessary to process these requests and ensure the City is following State law.

### **BACKGROUND**

The newly incorporated City of Starbase is likely to receive immediate requests for public records following incorporation. Many cities throughout Texas use software and support services provided by JustFOIA to manage, process, and respond to these requests. A link to the system will be provided on the City website for the public to complete a form requesting public information. SpaceX initially contracted with JustFOIA to enable installation of the system, and to provide training, so that the City is prepared to respond to public records requests, therefore the agreement for approval is a Consent to Assignment Agreement.

### **STAFF RECOMMENDATIONS**

It is recommended that the City Commission approve the Consent to Assignment Agreement with JustFOIA, Inc., an affiliate of MCCi LLC for the Records Request Tracking System.

Suggested Motion: "I move that the City of Starbase approve and accept the Consent to Assignment Agreement between MCCi, LLC, SpaceX and City of Starbase, Texas."

### **ATTACHMENTS**

Consent to Assignment Agreement

## **CONSENT TO ASSIGNMENT AGREEMENT**

**By and Among**

**MCCi, L.L.C.**

**And**

**SpaceX**

**And**

**City of Starbase, Texas**

This Consent to Assignment Agreement ("Consent Agreement") is entered into May 27, 2025 by and among Space X ("Assignor"), City of Starbase, Texas a municipal corporation ("Assignee"), and MCCi, LLC ("MCCi"), (each a "Party," and collectively, the "Parties").

1.1.1. WHEREAS, Assignor and MCCi are parties to the agreement) (the "Assigned Agreement);

| <b>Type of Service Agreement</b> | <b>Service Agreement Number/Name</b> | <b>Parties to the Agreement</b>                | <b>Effective Date</b> |
|----------------------------------|--------------------------------------|------------------------------------------------|-----------------------|
| Master Services Agreement        | Master Services Agreement No. 55065  | MCCi, LLC and Space X                          | 3/27/2025             |
| Addendum No. 1                   | Addendum No. 1                       | JustFOIA, Inc, an affiliate of MCCi and SpaceX | 3/27/2025             |

WHEREAS, Assignor desires to assign its rights and delegate its duties under the Assigned Agreement to Assignee, and Assignee desires to accept such assignment and delegation (the "Assignment"); and

WHEREAS, Assignee, and Assignor desire that MCCi provide written consent to the Assignment.

NOW THEREFORE, in consideration of the mutual covenants and provisions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby covenant and agree as follows:

1. Consistent with the terms and conditions of the Assigned Agreement, MCCi hereby consent to the assignment by Assignor to Assignee of the Assigned Agreement.
2. The granting of consent by MCCi to the Assignment does not alter or diminish the rights of MCCi under the Assigned Agreement.
3. Assignee shall assume the rights, duties, and obligations of Assignor pursuant to the Assignment.

4. This Consent Agreement is neither a modification of nor an amendment to the Assigned Agreement. No terms or conditions set forth in this Consent Agreement are intended to be interpreted as contrary to, or inconsistent with the terms and conditions of the Assigned Agreement, including appendices, where applicable. To the extent there are any conflicts between this Consent Agreement and the Assigned Agreement, including any appendices, the Assigned Agreement, including appendices, shall prevail.
5. This Consent Agreement may not be amended, modified, assigned, or waived other than by a writing signed by all the Parties.
6. This Consent Agreement and all of its provisions are binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assigns.
7. Any notice or request made to or by any of the Parties regarding this Consent Agreement, shall be made to the representative of the other Parties as indicated below:

**Assignor**

SpaceX  
Attention: Sheila  
McCorkle 1 Rocket Road  
Brownsville, TX, 78521  
sheila.mccorkle@spacex.com

**Assignee**

City of Starbase, Texas.  
Attn: Kent Myers, City Administrator  
39046 L B J Boulevard  
Brownsville, TX 78521

8. This Consent Agreement may be executed in one or more counterparts, each of which when so executed and delivered shall be an original but all of which shall together constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Consent Agreement to be executed by their respective authorized officials. By each individual signing below each represents to the other that they are duly authorized to sign on behalf of that company and have actual and/or apparent authority to bind the respective company to this Consent Agreement.

**Assignor: SpaceX**

By:  VP, Starship Legal and Regulatory - Legal Environmental Ops 21May2025  
Signature Title Date

Printed name of signer: Sheila McCorkle

**Assignee: City of Starbase, Texas**

By: \_\_\_\_\_  
Signature Title: City Administrator Date

Printed name of signer: \_\_\_\_\_

**MCCi, LLC**

By:  E:EMD by Donny Barstow May 21, 2025  
mod/yes don 015 00 21 39:38 GMT  
Signature Title Date

Printed name of signer: Donny Barstow

# **S T A R B A S E**

## **CITY COMMISSION AGENDA MEMO**

**TO: Mayor and City Commission**

**FROM: City Administrator**

**ITEM: Building Code, Energy Conservation Code, Fire Code, Mechanical Code, Plumbing Code, Residential Code, Swimming Pool and Spa Code, and Electric Code**

### **SUMMARY**

There are several building-related codes that the City of Starbase needs to adopt to ensure that all building construction within the City Limits meets recognized national standards.

### **BACKGROUND**

It is important that the City of Starbase follows national building standards to protect future occupants of buildings within the City Limits. With that in mind, specific codes covering building, energy conservation, fire, mechanical, plumbing, residential, swimming pools and electrical are needed. Once adopted, all building plans will be evaluated by the City's Building Official and inspected by a licensed building inspector to ensure that all codes are met.

### **STAFF RECOMMENDATIONS**

It is recommended that the codes identified on the agenda be approved by the City Commission. If you agree, separate motions should be made to "I motion approve the \_\_\_\_\_ Code for the City of Starbase."

### **ATTACHMENTS**

1. Ordinances Adopting the International Building Code
2. International Energy Conservation Code
3. International Fire Code
4. International Mechanical Code
5. International Plumbing Code
6. International Residential Code
7. International Swimming Pool and Spa Code
8. National Electric Code.

**CITY OF STARBASE, TEXAS  
ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF STARBASE, TEXAS, ADOPTING THE 2015 INTERNATIONAL BUILDING CODE PROMULGATED BY THE INTERNATIONAL CODE COUNCIL AS THE BUILDING CODE INCLUDING APPENDICES C, E, F, G, H, I, J, and K; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000 FOR ALL VIOLATIONS INVOLVING FIRE SAFETY, OR PUBLIC HEALTH AND SANITATION AND NOT MORE THAN \$500 FOR ALL OTHER VIOLATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; PROVIDING FOR ENGROSSMENT AND ENROLLMENT OF THIS ORDINANCE; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.**

**WHEREAS**, the City of Starbase, Texas (the “City”), is a Type C general-law municipality, incorporated pursuant to Chapter 8 of the Texas Local Government Code; and

**WHEREAS**, Section 51.001 of the Texas Local Government Code provides that “[t]he governing body of a municipality may adopt, publish, amend, or repeal an ordinance, rule, or policy regulation that . . . is necessary or proper for carrying out a power granted by law to the municipality or to an office or department of the municipality”; and

**WHEREAS**, the International Code Council, Inc. (“ICC”) has promulgated the 2015 edition of the International Building Code; and

**WHEREAS**, the City Commission of the City has investigated and determined it would be necessary and proper to adopt the 2015 edition of the International Building Code promulgated by the ICC, including Appendices C, E, F, G, H, I, J, and K without amendments as the City’s Building Code to protect public health, safety, and welfare.

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

**SECTION 1. Incorporation of Premises.** The premises set forth above are incorporated herein as if set forth verbatim.

**SECTION 2. Building Code Adopted.** The 2015 International Building Code published by the International Code Council, Inc. is hereby adopted and designated as the official Building Code of the City of Starbase, Texas, and is incorporated herein by reference.

**SECTION 3. Appendices Adopted.** The following provisions of the Appendix to the 2015 International Building Code are hereby incorporated by reference and specifically adopted as part of the Building Code:

- a. Appendix C: Group U – Agricultural Buildings

- b. Appendix E: Supplementary Accessibility Requirements
- c. Appendix F: Rodent proofing
- d. Appendix G: Flood-Resistant Construction
- e. Appendix H: Signs
- f. Appendix I: Patio Covers
- g. Appendix J: Grading
- h. Appendix K: Administrative Provisions

**SECTION 4. Enforcement.** The Building Code shall be enforced by the Building Official appointed by the City Commission.

**SECTION 5. Penalty.** Any person, firm, or corporation violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punishable by a fine not to exceed \$2,000 for all violations involving fire safety, or public health and sanitation and shall be fined not more than \$500 for all other violations of this Ordinance. Each day or any portion thereof during which any violation of this Ordinance occurs or continues shall be deemed a separate offense and upon conviction thereof shall be punishable as herein provided.

**SECTION 6. Severability.** It is hereby declared to be the intention of the City Commission that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Commission without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

**SECTION 7. Repealer.** This Ordinance shall be cumulative of all provisions of all ordinances of the City of Starbase, affecting Building Code provisions, as amended, and shall not repeal any of the provisions of such ordinances, except in those instances where provisions of such ordinances are in direct conflict with the provisions of this Ordinance.

**SECTION 8. Engrossment/Enrollment.** The City Clerk is hereby directed to enroll and engross this Ordinance by reflecting the passage of this Ordinance in the minutes of the City Commission and by filing this Ordinance in the Ordinance Records of the City.

**SECTION 9. Publication.** The City Clerk is hereby directed to publish the caption, penalty clause, and effective date of this Ordinance as provided by law.

**SECTION 10. Effective Date.** This Ordinance shall become effective upon its passage and publication as required by law, and it is so ordained.

**PASSED AND APPROVED** by the City Commission of the City of Starbase, Texas, on this 29<sup>th</sup> day of May, 2025.

CITY OF STARBASE, TEXAS

---

Bobby Peden, Mayor

ATTEST:

---

Caroline Cole, City Clerk

APPROVED AS TO FORM:

---

Wm. Andrew Messer, City Attorney

**CITY OF STARBASE, TEXAS**  
**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF STARBASE, TEXAS, ADOPTING THE 2015 INTERNATIONAL RESIDENTIAL CODE FOR ONE- AND TWO-FAMILY DWELLINGS AND APPENDICES AE, AH, AI, AJ, AK, AM, AND AP PROMULGATED BY THE INTERNATIONAL CODE COUNCIL AS THE RESIDENTIAL CODE; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000 FOR ALL VIOLATIONS INVOLVING FIRE SAFETY, OR PUBLIC HEALTH AND SANITATION AND NOT MORE THAN \$500 FOR ALL OTHER VIOLATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; PROVIDING FOR ENGROSSMENT AND ENROLLMENT OF THIS ORDINANCE; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.**

**WHEREAS**, the City of Starbase, Texas (the “City”), is a Type C general-law municipality, incorporated pursuant to Chapter 8 of the Texas Local Government Code; and

**WHEREAS**, Section 51.001 of the Texas Local Government Code provides that “[t]he governing body of a municipality may adopt, publish, amend, or repeal an ordinance, rule, or policy regulation that . . . is necessary or proper for carrying out a power granted by law to the municipality or to an office or department of the municipality”; and

**WHEREAS**, Section 214.212 of the Texas Local Government Code provides that the 2012 International Residential Code promulgated by the International Code Council, Inc. (ICC) is adopted as the municipal residential building code in Texas but the City may review and consider amendments made by the ICC and establish procedures (1) for adopting amendments to the International Residential Code and (2) for the administration and enforcement of the International Residential Code by ordinance; and

**WHEREAS**, the ICC has promulgated the 2015 edition of the International Residential Code for One- and Two-Family Dwellings; and

**WHEREAS**, the City Commission of the City has investigated and determined it would be necessary and proper to adopt the 2015 edition of the International Residential Code promulgated by the ICC, including Appendices AE, AH, AI, AJ, AK, AM, and AP, with amendments to Sections R313 and R302.2.2 as set forth in this Ordinance, as the City’s Residential Code for One- and Two-Family Dwellings to protect public health, safety, and welfare.

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

**SECTION 1. Incorporation of Premises.** The premises set forth above are incorporated herein as if set forth verbatim.

**SECTION 2. Residential Code Adopted.** The 2015 International Residential Code for One- and Two-Family Dwellings promulgated by the International Code Council, Inc. is hereby adopted and designated as the official Residential Code of the City of Starbase, Texas, and is incorporated herein by reference.

**SECTION 3. Appendices Adopted.** The following provisions of the Appendix to the 2015 International Residential Code for One- and Two-Family Dwellings are hereby specifically adopted as amended as part of the Residential Code:

- a. Appendix AE: Manufactured Housing Used as Dwellings
- b. Appendix AH: Patio Covers
- c. Appendix AI: Private Sewage Disposal
- d. Appendix AJ: Existing Buildings and Structures
- e. Appendix AK: Sound Transmission
- f. Appendix AM: Home Day Care – R-3 Occupancy
- g. Appendix AP: Sizing of Water Piping Systems

**SECTION 4. Amendments to the Residential Code.** The 2015 edition of the International Residential Code is hereby amended as follows, and all other sections not expressly amended shall remain in full force and effect:

- a. Section R313 Automatic Fire Sprinkler Systems in Chapter 3 Building Planning is deleted in its entirety.
- b. Section R302.2.2 Common walls in Chapter 3 Building Planning shall be amended to read as follows:

“Common walls separated townhouses shall be assigned a fire-resistance rating in accordance with R302.2, Item 1 or 2. The common wall shared by two townhouses shall be constructed without plumbing or mechanical equipment, ducts, or vents in the cavity of the common wall. The wall shall be rated for fire exposure from both sides and shall extend to and be tight against exterior walls and the underside of the roof sheathing. Electrical installations shall be in accordance with Chapters 34 through 43. Penetrations of the membrane of common walls for the electrical outlet boxes shall be in accordance with Section 302.4.

- 1. Common walls with not less than a 1-hour fire-resistance-rated wall assembly tested in accordance with ASTM E119 or UL263 shall have automatic fire sprinklers installed in accordance with Section P2904.
- 2. Common walls with not less than a 2-hour fire-resistance-rated wall assembly tested in accordance with ASTM E119 or UL263 are not required to have automatic fire sprinklers.”

**SECTION 5. Enforcement.** The Residential Code shall be enforced by the Building Official appointed by the City Commission.

**SECTION 6. Penalty.** Any person, firm, or corporation violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punishable by a fine not to exceed \$2,000 for all violations involving fire safety, or public health

and sanitation and shall be fined not more than \$500 for all other violations of this Ordinance. Each day or any portion thereof during which any violation of this Ordinance occurs or continues shall be deemed a separate offense and upon conviction thereof shall be punishable as herein provided.

**SECTION 7. Severability.** It is hereby declared to be the intention of the City Commission that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Commission without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

**SECTION 8. Repealer.** This Ordinance shall be cumulative of all provisions of all ordinances of the City of Starbase, as amended, and shall not repeal any of the provisions of such ordinances, except in those instances where provisions of such ordinances are in direct conflict with the provisions of this Ordinance.

**SECTION 9. Engrossment/Enrollment.** The City Clerk is hereby directed to enroll and engross this Ordinance by reflecting the passage of this Ordinance in the minutes of the City Commission and by filing this Ordinance in the Ordinance Records of the City.

**SECTION 10. Publication.** The City Clerk is hereby directed to publish the caption, penalty clause, and effective date of this Ordinance as provided by law.

**SECTION 11. Effective Date.** This Ordinance shall become effective upon its passage and publication as required by law, and it is so ordained.

**PASSED AND APPROVED** by the City Commission of the City of Starbase, Texas, on this 29<sup>th</sup> day of May, 2025.

CITY OF STARBASE, TEXAS

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Bobby Peden, Mayor

ATTEST:

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Caroline Cole, City Clerk

APPROVED AS TO FORM:

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Wm. Andrew Messer, City Attorney

# **S T A R B A S E**

## **CITY COMMISSION AGENDA MEMO**

**TO: Mayor and City Commission**

**FROM: City Administrator**

**ITEM: Comprehensive Fee Schedule**

### **SUMMARY**

There are costs incurred by the city when administering various regulatory ordinances and the fees set out reasonable reimbursement for the municipal cost.

### **BACKGROUND**

The city will be reviewing, permitting and inspecting building and land development in the City. The Fee Schedule sets out fees to provide reasonable reimbursement to the City in order to offset the costs for these services as listed in Exhibit A of the attached ordinance.

### **STAFF RECOMMENDATIONS**

It is recommended that the City Commission approve reasonable fees to cover services provided for building and land development.

Suggested Motion: “I motion to approve the ordinance that establishes a comprehensive fee schedule to establish fees for building and land development in the City of Starbase.”

### **ATTACHMENTS**

Ordinance Approving the City’s Comprehensive Fee Schedule

**CITY OF STARBASE, TEXAS**  
**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF STARBASE, APPROVING THE CITY'S COMPREHENSIVE FEE SCHEDULE TO ESTABLISH MISCELLANEOUS FEES AND BUILDING AND DEVELOPMENT FEES; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR SEVERABILITY, REPEALER AND ENGROSSMENT AND ENROLLMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Starbase, Texas, ("City"), is a Type C general-law municipality created in accordance with the provisions of Chapter 8 of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

**WHEREAS**, the City Commission has approved various regulatory ordinances that require applicants to pay the City application fees; and

**WHEREAS**, the City Commission has determined that the fees set forth herein are reasonable and provide a basis for reimbursement to the City for costs incurred when administering the various regulatory ordinances and that the adoption of this Ordinance establishing the fees is in the best interest of the citizens of Starbase and serves public health, safety and welfare.

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

**SECTION 1. Incorporation of Premises.** The above and foregoing recitals are found to be true and correct and are incorporated into the body of this Ordinance for all purposes.

**SECTION 2. Fee Schedule.** The City's Fee Schedule is hereby approved and attached as **Exhibit A**.

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

**SECTION 4. Repealer.** This Ordinance shall be cumulative of all provisions of all ordinances of the City of Starbase, as amended, and shall not repeal any of the provisions of such ordinances, except in those instances where provisions of such ordinances are in direct conflict with the provisions of this Ordinance.

**SECTION 5. Engrossment/Enrollment.** The City Clerk is hereby directed to enroll and engross this Ordinance by reflecting the passage of this Ordinance in the minutes of the City Commission and by filing this Ordinance in the Ordinance Records of the City.

**SECTION 6. Effective Date.** This Ordinance shall take effect upon its passage and approval.

PASSED AND APPROVED by the City Commission of the City of Starbase, Texas, on this 29th day of May, 2025.

CITY OF STARBASE, TEXAS

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Bobby Peden, Mayor

ATTEST:

---

Caroline Cole, City Clerk

APPROVED AS TO FORM:

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Wm. Andrew Messer, City Attorney

## Exhibit A

### City of Starbase Comprehensive Fee Schedule

| <b><u>Residential Permits (includes plan review)</u></b>    | <b><u>Fee</u></b> |
|-------------------------------------------------------------|-------------------|
| Application Fee                                             | \$150             |
| Single-Family Home – New Home Construction (Up to 3,500 sf) | \$1,085           |
| Single-Family Home – New Home (3,501 to 7,000 sf)           | \$1,540           |
| Single-Family Home – New Home (7,001 sf and up)             | \$1,995           |
| Single-Family Home – Addition to Existing                   | \$855             |
| Single-Family Home – Remodel w/Mech, Elec, or Plumb         | \$685             |
| Single-Family Home – Remodel NO Mech, Elec, or Plumb        | \$405             |
| Auxiliary Building – w/Mech, Elec, or Plumb                 | \$685             |
| Auxiliary Building – NO Mech, Elec, or Plumb                | \$335             |
| Swimming Pool                                               | \$405             |
| Generator or Solar Panel Additions                          | \$265             |
| Irrigation / Fence                                          | \$195             |
| Single Trade Permit w/out Plan Review                       | \$70              |
| Plan Reviews after 3 rounds of plan review comments         | \$125 per hour    |
| Reinspection Fee - Residential (per trade)                  | \$70              |

| <b><u>Commercial Projects - Plan Review Fee</u></b> | <b><u>Fee</u></b>                                              |
|-----------------------------------------------------|----------------------------------------------------------------|
| Application Fee                                     | \$300                                                          |
| \$1 to \$100,000 project valuation (p.v.)           | \$225                                                          |
| \$100,001 to \$500,000 p.v.                         | \$225 for 1st \$100,000 plus \$2.29 each addt'l<br>\$1,000     |
| \$500,001 to \$1,000,000 p.v.                       | \$1,141 for 1st \$500,000 plus \$1.75 each addt'l<br>\$1,000   |
| \$1,000,001 to \$5,000,000 p.v.                     | \$2,016 for 1st \$1,000,000 plus \$1.20 each addt'l<br>\$1,000 |
| \$5,000,001 and up                                  | \$6,816 for 1st \$5,000,000 plus \$1.10 each addt'l<br>\$1,000 |
| Plan Reviews after 3 rounds of plan review comments | \$125 per hour                                                 |

**Commercial Projects - Inspection Fees**

|                                           | <b>Fee</b>                                                     |
|-------------------------------------------|----------------------------------------------------------------|
| \$1 to \$100,000 project valuation (p.v.) | \$340                                                          |
| \$100,001 to \$500,000 p.v.               | \$340 for 1st \$100,000 plus \$3.59 each add'l<br>\$1,000      |
| \$500,001 to \$1,000,000 p.v.             | \$1,776 for 1st \$500,000 plus \$2.62 each add'l<br>\$1,000    |
| \$1,000,001 to \$5,000,000 p.v.           | \$3,086 for 1st \$1,000,000 plus \$1.98 each add'l<br>\$1,000  |
| \$5,000,001 and up                        | \$11,006 for 1st \$5,000,000 plus \$1.65 each<br>add'l \$1,000 |
| Single Trade Application Fee              | \$50                                                           |
| Single Trade Inspection                   | \$115 per hour (1-hr minimum)                                  |
| Reinspection Fee - Commercial (per trade) | \$115 per hour (1-hr minimum)                                  |

The construction valuation for commercial and multi-family projects is determined by the greater of the declared valuation of the project or the valuation calculated using the International Code Council Building Valuation Data table, first update of each calendar year.

**Fire Code - Plan Review (Alarm and/or Sprinkler)**

|                                                     | <b>Fee</b>                          |
|-----------------------------------------------------|-------------------------------------|
| Application Fee                                     | \$150                               |
| Fire - Lieve Safety Plan Review                     | \$125 per plan review               |
| Fire - Underground Plan Review                      | \$ 275 per plan review              |
| \$1 to \$6,250 system valuation (s.v.)              | \$190                               |
| \$6,251 to \$250,000 s.v                            | \$230                               |
| \$250,001 to \$500,000 s.v                          | \$310                               |
| \$500,001 to \$1,000,000 s.v                        | \$440                               |
| \$1,000,001 to \$3,000,000 s.v                      | \$620                               |
| \$3,000,001 and up s.v                              | \$1,940 + \$0.10 each add'l \$1,000 |
| Plan Reviews after 3 rounds of plan review comments | \$125 per hour                      |

**Fire Code - Inspections (Alarm and/or Sprinkler)**

|                                        | <b>Fee</b>                          |
|----------------------------------------|-------------------------------------|
| \$1 to \$6,250 system valuation (s.v.) | \$285                               |
| \$6,251 to \$250,000 s.v.              | \$345                               |
| \$250,001 to \$500,000 s.v.            | \$465                               |
| \$500,001 to \$1,000,000 s.v.          | \$660                               |
| \$1,000,001 to \$3,000,000 s.v.        | \$930                               |
| \$3,000,001 and up s.v.                | \$2,910 + \$0.15 each add'l \$1,000 |

**Fire Code - Miscellaneous Permits**

|                                                                    |                                  |
|--------------------------------------------------------------------|----------------------------------|
| Application Fee                                                    | \$150                            |
| Underground Plan Review & Inspection                               | \$400                            |
| Underground/Above Ground Fuel Storage Plan Review & Inspection     | \$525                            |
| Annual Inspection- Day Care, Foster Home, Commercial, Multi-Family | \$125                            |
| Annual Inspection - Nursing Home, Assisted Living, School          | \$250                            |
| Certificate of Occupancy                                           | \$ 125 per hour (1-hour minimum) |
| Re-Inspection                                                      | \$150                            |

**Food Establishments**

|                                                                                                                                                                                                                                  | <b>Fee</b>                                          |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|
| Application Fee                                                                                                                                                                                                                  | \$100                                               |
| Annual Food Service Permit                                                                                                                                                                                                       | \$150 + Inspection fee below for Category A, B or C |
| <u>Category A</u> – TCS foods or non-TCS foods are processed and prepared or commercial kitchen with extensive preparation and processing                                                                                        | \$250                                               |
| <u>Category B</u> – Pre-packaged TCS foods are sold and/or limited to non-TCS foods including sliced citrus beverage garnishments, crushed ice mixed with a sugar water-based syrup are sold. Limited preparation and processing | \$188                                               |
| <u>Category C</u> – Non-TCS foods such as farmers market (whole produce), convenience store with no preparation, snow cone or pop-a-top bar with set-ups. Limited to no food preparation or processing                           | \$125                                               |
| Mobile Vending Unit Permit                                                                                                                                                                                                       | \$250                                               |
| One Day Temporary Food Service Permit (per event)                                                                                                                                                                                | \$95                                                |
| 14-Day Temporary Food Service Permit (per event)                                                                                                                                                                                 | \$95                                                |
| Daycare Center Food Service Permit                                                                                                                                                                                               | \$150                                               |
| Follow-up/Re-inspection                                                                                                                                                                                                          | \$50                                                |
| Requested Non-Scheduled Inspection                                                                                                                                                                                               | \$125 per hour (1-hr minimum)                       |
| Complaint Investigation (per compliant/per hour)                                                                                                                                                                                 | \$125 per hour (1-hr minimum)                       |

**On-Site Sewage Facility**

|                                                                        | <b>Fee</b>                      |
|------------------------------------------------------------------------|---------------------------------|
| Application Fee                                                        | \$100                           |
| Residential OSSF Permit, Renewal, Upgrade Permit and Probe Inspections | \$405                           |
| Commercial OSSF Permit, Renewal, Upgrade Permit and Probe Inspections  | \$725                           |
| On-Site Evaluation (Inspect for properly functioning system)           | \$125 per hour (2-hour minimum) |
| Plan Reviews after 3 rounds of plan review comments                    | \$125 per hour                  |

**Development Permits**

|                                                 | <b><u>Fee</u></b> |
|-------------------------------------------------|-------------------|
| <b>Commercial Zoning Processing Fees</b>        |                   |
| 0-1 Acres                                       | \$500             |
| 1 to 5 Acres                                    | \$750             |
| 5 to 10 Acres                                   | \$1,000           |
| 10 and up Acres                                 | \$1,500           |
| <b>Commercial Specific Use Processing Fees</b>  |                   |
| 0-1 Acres                                       | \$500             |
| 1 to 5 Acres                                    | \$750             |
| 5 to 10 Acres                                   | \$1,000           |
| 10 and up Acres                                 | \$1,250           |
| <b>Residential Zoning Processing Fees</b>       |                   |
| 0-1 Acres                                       | \$250             |
| 1 to 10 Acres                                   | \$500             |
| 10 and up Acres                                 | \$1,000           |
| <b>Residential Specific Use Processing Fees</b> |                   |
| Single Family                                   | \$250             |

**Platting Fees**

|                     | <b><u>Fee</u></b>                         |
|---------------------|-------------------------------------------|
| Minor               | \$1,500 + Hourly Professional Service Fee |
| Preliminary         | \$1,500 + Hourly Professional Service Fee |
| Final               | \$1,500 + Hourly Professional Service Fee |
| Replat              | \$1,500 + Hourly Professional Service Fee |
| Amending Plat       | \$500 + Hourly Professional Service Fees  |
| Conveyance/Vacating | \$750                                     |
| Survey Plat         | \$1,500                                   |
| Annexation Request  | \$250                                     |

**Engineering Review and Inspection Fees**

|                                                                                                                                                                                                       |                                             |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|
| Subdivision Improvement & Site Development Construction Plan Review                                                                                                                                   | \$2,500 + Hourly Professional Services Fees |
| Subdivision Improvement Construction Inspections, per Inspection                                                                                                                                      | \$50 + Hourly Professional Service Fee      |
| Subdivision Improvement Construction Cost Estimate                                                                                                                                                    | \$700                                       |
| Civil-site plan review, including, but not limited to, drainage, grading, paving, erosion and sedimentation control, and access improvements associated with nonresidential building permit requests. | \$1,000 + Hourly Professional Services Fee  |
| Civil-site construction inspection                                                                                                                                                                    | \$50 + Hourly Professional Service Fee      |
| Reinspection due to failed inspection                                                                                                                                                                 | Hourly Professional Service Fee             |
| Any review, authorization, approval, inspection, or permit not otherwise provided for.                                                                                                                | Hourly Professional Services Fee            |

**Miscellaneous Permits****Fee**

|                                                                 |                                                   |
|-----------------------------------------------------------------|---------------------------------------------------|
| Certificate of Occupancy                                        | \$125 + Commercial Application Fee                |
| Occupancy Permit for Change of Use/Tenant Change                | \$125 + Commercial Application Fee                |
| Culvert Permit (per crossing)                                   | \$250 + Residential or Commercial Application Fee |
| Demolition Permit - Residential                                 | \$100                                             |
| Demolition Permit - Commercial <5,000.00 S.F.                   | \$200                                             |
| Demolition Permit - Commercial >5,000.00 S.F.                   | \$400                                             |
| Moving Permit                                                   | \$100                                             |
| Fence Permit                                                    | \$195+ Residential or Commercial Application Fee  |
| Gate Permit                                                     | \$195+ Residential or Commercial Application Fee  |
| Roof Permit (Residential)                                       | \$140 + Residential Application Fee               |
| Roof Permit (Commercial)                                        | \$345 + Commercial Application Fee                |
| Sign Permit (Commercial) - includes Plan Review and Inspections | \$230 + Commercial Application Fee                |

# **S T A R B A S E**

## **CITY COMMISSION AGENDA MEMO**

**TO: Mayor and City Commission**

**FROM: City Administrator**

**ITEM: Adopting an Official Newspaper for the City**

### **SUMMARY**

General law cities must designate an official newspaper to use for publication of all required notices.

### **BACKGROUND**

The Texas Local Government Code requires cities to designate and contract with a public newspaper for publishing all ordinances and notices required by law.

### **STAFF RECOMMENDATIONS**

The Brownsville Herald is generally recognized as the publication that is accessed by most residents and businesses in and around the City.

Suggested Motion: “I move to approve a resolution designating the Brownsville Herald as the official newspaper for the City of Starbase.”

### **ATTACHMENTS**

Resolution Designating the Brownsville Herald as the Official Newspaper for the fiscal year ending September 30, 2025.

**CITY OF STARBASE, TEXAS**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF STARBASE, TEXAS,  
DESIGNATING THE BROWNSVILLE HERALD AS THE OFFICIAL  
NEWSPAPER OF THE CITY OF STARBASE, TEXAS FOR FISCAL  
YEAR ENDING SEPTEMBER 30, 2025; AND PROVIDING AN  
EFFECTIVE DATE**

**WHEREAS**, the City Commission of the City of Starbase, Texas (“City”) finds that the Brownsville Herald is a public newspaper of general circulation within the City of Starbase; and

**WHEREAS**, Texas Local Government Code Section 52.04 requires that at the beginning of each municipal year, the governing body of a municipality shall contract with a public newspaper by ordinance or resolution to be the municipality’s official newspaper for the publication of notices required by law or ordinance; and

**WHEREAS**, the City Commission finds that the Brownsville Herald meets the requirements of Texas Government Code Section 2051.044(a) because it: (1) devotes not less than 25% of its total column lineage to general interest items; (2) is published at least once each week; (3) is entered as second class postal matter in Cameron County; and (4) has been published regularly and continuously for at least 12 months before the effective date of this Resolution; and

**WHEREAS**, the City Commission desires to designate the Brownsville Herald as the City official newspaper; and

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

**SECTION 1. Recitals.** The City Commission finds all of the above recitals to be true and correct and incorporates the same in this Resolution as findings of fact.

**SECTION 2:** The City Commission hereby designates the Brownsville Herald as the official newspaper of the City for the Fiscal Year ending September 30, 2025.

**SECTION 3:** The City Administrator is hereby authorized to spend City funds for the publication of City notices as required by law or ordinance.

**SECTION 4:** Until September 30, 2025, the City of Starbase shall publish in the Brownsville Herald all ordinances, notices and other matters as may be required by law or by ordinance.

**SECTION 5:** This Resolution shall become effective immediately upon its passage.

**PASSED AND APPROVED** this 29th day of May 2025.

CITY OF STARBASE, TEXAS

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Bobby Peden, Mayor

ATTEST:

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Caroline Cole, City Clerk

APPROVED AS TO FORM:

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W.m. Andrew Messer, City Attorney

**CITY OF STARBASE, TEXAS  
ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF STARBASE, TEXAS, ADOPTING THE 2015 INTERNATIONAL ENERGY CONSERVATION CODE PROMULGATED BY THE INTERNATIONAL CODE COUNCIL AS THE ENERGY CODE; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000 FOR ALL VIOLATIONS INVOLVING FIRE SAFETY, OR PUBLIC HEALTH AND SANITATION AND NOT MORE THAN \$500 FOR ALL OTHER VIOLATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; PROVIDING FOR ENGROSSMENT AND ENROLLMENT OF THIS ORDINANCE; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.**

**WHEREAS**, the City of Starbase, Texas (the “City”), is a Type C general-law municipality, incorporated pursuant to Chapter 8 of the Texas Local Government Code; and

**WHEREAS**, Section 51.001 of the Texas Local Government Code provides that “[t]he governing body of a municipality may adopt, publish, amend, or repeal an ordinance, rule, or policy regulation that . . . is necessary or proper for carrying out a power granted by law to the municipality or to an office or department of the municipality”; and

**WHEREAS**, Chapter 388 of the Texas Health and Safety Code provides minimum standards for energy conservation codes for residential, commercial, and residential construction and authorizes municipalities to adopt local amendments to the International Energy Conservation Code; and

**WHEREAS**, the International Code Council, Inc. (ICC) has promulgated the 2015 edition of the International Energy Conservation Code; and

**WHEREAS**, the City Commission of the City has investigated and determined it would be necessary and proper to adopt the 2015 edition of the International Energy Conservation Code promulgated by the ICC as the City’s Energy Code to protect public health, safety, and welfare.

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

**SECTION 1. Incorporation of Premises.** The premises set forth above are incorporated herein as if set forth verbatim.

**SECTION 2. Energy Code Adopted.** The 2015 International Energy Conservation Code promulgated by the International Code Council, Inc. is hereby adopted and designated as the official Energy Code of the City of Starbase, Texas and is incorporated herein by reference.

**SECTION 3. Enforcement.** The Energy Code shall be enforced by the Building Official appointed by the City Commission.

**SECTION 4. Penalty.** Any person, firm, or corporation violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punishable by a fine not to exceed \$2,000 for all violations involving fire safety, or public health and sanitation and shall be fined not more than \$500 for all other violations of this Ordinance. Each day or any portion thereof during which any violation of this Ordinance occurs or continues shall be deemed a separate offense and upon conviction thereof shall be punishable as herein provided.

**SECTION 5. Severability.** It is hereby declared to be the intention of the City Commission that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this code shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Commission without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

**SECTION 6. Repealer.** This Ordinance shall be cumulative of all provisions of all ordinances of the City of Starbase, as amended, and shall not repeal any of the provisions of such ordinances, except in those instances where provisions of such ordinances are in direct conflict with the provisions of this Ordinance.

**SECTION 7. Engrossment/Enrollment.** The City Clerk is hereby directed to enroll and engross this Ordinance by reflecting the passage of this Ordinance in the minutes of the City Commission and by filing this Ordinance in the Ordinance Records of the City.

**SECTION 8. Publication.** The City Clerk is hereby directed to publish the caption, penalty clause, and effective date of this Ordinance as provided by law.

**SECTION 9. Effective Date.** This Ordinance shall become effective upon its passage and publication as required by law, and it is so ordained.

*Remainder of page intentionally left blank.*

**PASSED AND APPROVED** by the City Commission of the City of Starbase, Texas, on this 29<sup>th</sup> day of May, 2025.

CITY OF STARBASE, TEXAS

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Bobby Peden, Mayor

ATTEST:

---

Caroline Cole, City Clerk

APPROVED AS TO FORM:

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Wm. Andrew Messer, City Attorney

**CITY OF STARBASE, TEXAS  
ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF STARBASE, TEXAS, ADOPTING THE 2015 INTERNATIONAL FIRE CODE PROMULGATED BY THE INTERNATIONAL CODE COUNCIL AS THE FIRE CODE; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; PROVIDING FOR ENGROSSMENT AND ENROLLMENT OF THIS ORDINANCE; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.**

**WHEREAS**, the City of Starbase, Texas (the “City”), is a Type C general-law municipality, incorporated pursuant to Chapter 8 of the Texas Local Government Code; and

**WHEREAS**, Section 51.001 of the Texas Local Government Code provides that “[t]he governing body of a municipality may adopt, publish, amend, or repeal an ordinance, rule, or policy regulation that is for the good government, peace, or other of the municipality or for the trade and commerce of the municipality”; and

**WHEREAS**, Section 419.909 of the Texas Government Code provides that a fire safety inspection required by state or local law must be conducted in accordance with the most recent local fire code; and

**WHEREAS**, the City Commission of the City desires to conduct fire inspections and adopt a local fire code; and

**WHEREAS**, the International Code Council (ICC) has promulgated the 2015 edition of the International Fire Code; and

**WHEREAS**, the City Commission of the City has investigated and determined it would be necessary and proper to adopt the 2015 edition of the International Fire Code promulgated by the ICC as the City’s Fire Code to protect public health, safety, and welfare.

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

**SECTION 1. Incorporation of Premises.** The premises set forth above are incorporated herein as if set forth verbatim.

**SECTION 2. Fire Code Adopted.** The 2015 International Fire Code promulgated by the International Code Council, Inc. is hereby adopted and designated as the official Fire Code of the City of Starbase, Texas and is incorporated herein by reference.

**SECTION 3. Penalty.** Any person, firm, or corporation violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punishable by a fine not to exceed \$2,000 for all violations involving fire safety, or public health

and sanitation and shall be fined not more than \$500 for all other violations of this Ordinance. Each day or any portion thereof during which any violation of this Ordinance occurs or continues shall be deemed a separate offense and upon conviction thereof shall be punishable as herein provided.

**SECTION 4. Severability.** It is hereby declared to be the intention of the City Commission that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Commission without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

**SECTION 5. Repealer.** This Ordinance shall be cumulative of all provisions of all ordinances of the City of Starbase, as amended, and shall not repeal any of the provisions of such ordinances, except in those instances where provisions of such ordinances are in direct conflict with the provisions of this Ordinance.

**SECTION 6. Engrossment/Enrollment.** The City Clerk is hereby directed to enroll and engross this Ordinance by reflecting the passage of this Ordinance in the minutes of the City Commission and by filing this Ordinance in the Ordinance Records of the City.

**SECTION 7. Publication.** The City Clerk is hereby directed to publish the caption, penalty clause, and effective date of this Ordinance as provided by law.

**SECTION 8. Effective Date.** This Ordinance shall become effective upon its passage and publication as required by law, and it is so ordained.

*Remainder of page intentionally left blank*

**PASSED AND APPROVED** by the City Commission of the City of Starbase, Texas, on this 29<sup>th</sup> day of May, 2025.

CITY OF STARBASE, TEXAS

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Bobby Peden, Mayor

ATTEST:

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Caroline Cole, City Clerk

APPROVED AS TO FORM:

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Wm. Andrew Messer, City Attorney

**CITY OF STARBASE, TEXAS  
ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF STARBASE, TEXAS, ADOPTING THE 2015 INTERNATIONAL MECHANICAL CODE PROMULGATED BY THE INTERNATIONAL CODE COUNCIL AS THE MECHANICAL CODE; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR A PENALTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; PROVIDING FOR ENGROSSMENT AND ENROLLMENT OF THIS ORDINANCE; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.**

**WHEREAS**, the City of Starbase, Texas (the “City”), is a Type C general-law municipality, incorporated pursuant to Chapter 8 of the Texas Local Government Code; and

**WHEREAS**, Section 51.001 of the Texas Local Government Code provides that “[t]he governing body of a municipality may adopt, publish, amend, or repeal an ordinance, rule, or policy regulation that is for the good government, peace, or other of the municipality or for the trade and commerce of the municipality”; and

**WHEREAS**, the City desires to adopt the 2015 edition of the International Mechanical Code promulgated by the ICC; and

**WHEREAS**, the City Commission of the City has investigated and determined it is for the good government, peace, or order of the municipality to adopt the 2015 edition of the International Mechanical Code promulgated by the ICC as the City’s Mechanical Code to protect public health, safety, and welfare.

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

**SECTION 1. Incorporation of Premises.** The premises set forth above are incorporated herein as if set forth verbatim.

**SECTION 2. Mechanical Code Adopted.** The 2015 International Mechanical Code promulgated by the International Code Council, Inc. is hereby adopted and designated as the official Mechanical Code of the City of Starbase, Texas. The Mechanical Code shall be controlling within the corporate limits of the City and is incorporated herein by reference.

**SECTION 3. Enforcement.** The Mechanical Code shall be enforced by the Building Official appointed by the City Commission.

**SECTION 4. Penalty.** Any person, firm, or corporation violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punishable by a fine not to exceed \$2,000 for all violations involving fire safety, or public health and sanitation and shall be fined not more than \$500 for all other violations of this Ordinance.

Each day or any portion thereof during which any violation of this Ordinance occurs or continues shall be deemed a separate offense and upon conviction thereof shall be punishable as herein provided.

**SECTION 5. Severability.** It is hereby declared to be the intention of the City Commission that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Commission without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

**SECTION 6. Repealer.** This Ordinance shall be cumulative of all provisions of all ordinances of the City of Starbase, as amended, and shall not repeal any of the provisions of such ordinances, except in those instances where provisions of such ordinances are in direct conflict with the provisions of this Ordinance.

**SECTION 7. Engrossment/Enrollment.** The City Clerk is hereby directed to enroll and engross this Ordinance by reflecting the passage of this Ordinance in the minutes of the City Commission and by filing this Ordinance in the Ordinance Records of the City.

**SECTION 8. Publication.** The City Clerk is hereby directed to publish the caption, penalty clause, and effective date of this Ordinance as provided by law.

**SECTION 9. Effective Date.** This Ordinance shall become effective upon its passage and publication as required by law, and it is so ordained.

**PASSED AND APPROVED** by the City Commission of the City of Starbase, Texas, on this 29<sup>th</sup> day of May, 2025.

CITY OF STARBASE, TEXAS

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Bobby Peden, Mayor

ATTEST:

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Caroline Cole, City Clerk

APPROVED AS TO FORM:

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Wm. Andrew Messer, City Attorney

**CITY OF STARBASE, TEXAS  
ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF STARBASE, TEXAS, ADOPTING THE 2015 INTERNATIONAL PLUMBING CODE PROMULGATED BY THE INTERNATIONAL CODE COUNCIL AS THE PLUMBING CODE; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR A PENALTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; PROVIDING FOR ENGROSSMENT AND ENROLLMENT OF THIS ORDINANCE; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.**

**WHEREAS**, the City of Starbase, Texas (the “City”), is a Type C general-law municipality, incorporated pursuant to Chapter 8 of the Texas Local Government Code; and

**WHEREAS**, Section 51.001 of the Texas Local Government Code provides that “[t]he governing body of a municipality may adopt, publish, amend, or repeal an ordinance, rule, or policy regulation that . . . is necessary or proper for carrying out a power granted by law to the municipality or to an office or department of the municipality”; and

**WHEREAS**, Section 1301.551 of the Texas Occupations Code provides a municipality with the authority to regulate by ordinance the material, construction, alteration, and inspection of any pipe, faucet, tank, valve, water heater, or other fixture by or through which a supply of water is carried; and

**WHEREAS**, Rule 367.2(b) in Title 22 of the Texas Administrative Code provides that a municipality may adopt a plumbing code “[t]o ensure the proper design, installation, and maintenance of plumbing systems within its jurisdiction”; and

**WHEREAS**, the International Code Council, Inc. (ICC) has promulgated the 2015 edition of the International Plumbing Code; and

**WHEREAS**, the City Commission of the City has investigated and determined it would be necessary and proper to adopt the 2015 edition of the International Plumbing Code promulgated by the ICC as the City’s Plumbing Code to protect public health, safety, and welfare.

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

**SECTION 1. Incorporation of Premises.** The premises set forth above are incorporated herein as if set forth verbatim.

**SECTION 2. Plumbing Code Adopted.** The 2015 International Plumbing Code promulgated by the International Code Council, Inc. is hereby adopted and designated as the official Plumbing Code of the City of Starbase, Texas. The Plumbing Code shall be controlling within the corporate limits of the City and is incorporated herein by reference.

**SECTION 3. Enforcement.** The Plumbing Code shall be enforced by the Building Official appointed by the City Commission.

**SECTION 4. Penalty.** Any person, firm, or corporation violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punishable by a fine not to exceed \$2,000 for all violations involving fire safety, or public health and sanitation and shall be fined not more than \$500 for all other violations of this Ordinance. Each day or any portion thereof during which any violation of this Ordinance occurs or continues shall be deemed a separate offense and upon conviction thereof shall be punishable as herein provided.

**SECTION 5. Severability.** It is hereby declared to be the intention of the City Commission that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Commission without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

**SECTION 6. Repealer.** This Ordinance shall be cumulative of all provisions of all ordinances of the City of Starbase, as amended, and shall not repeal any of the provisions of such ordinances, except in those instances where provisions of such ordinances are in direct conflict with the provisions of this Ordinance.

**SECTION 7. Engrossment/Enrollment.** The City Clerk is hereby directed to enroll and engross this Ordinance by reflecting the passage of this Ordinance in the minutes of the City Commission and by filing this Ordinance in the Ordinance Records of the City.

**SECTION 8. Publication.** The City Clerk is hereby directed to publish the caption, penalty clause, and effective date of this Ordinance as provided by law.

**SECTION 9. Effective Date.** This Ordinance shall become effective upon its passage and publication as required by law, and it is so ordained.

*Remainder of page intentionally left blank*

**PASSED AND APPROVED** by the City Commission of the City of Starbase, Texas, on this 29<sup>th</sup> day of May, 2025.

CITY OF STARBASE, TEXAS

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Bobby Peden, Mayor

ATTEST:

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Caroline Cole, City Clerk

APPROVED AS TO FORM:

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Wm. Andrew Messer, City Attorney

**CITY OF STARBASE, TEXAS  
ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF STARBASE, TEXAS, ADOPTING THE 2018 INTERNATIONAL SWIMMING POOL AND SPA CODE PROMULGATED BY THE INTERNATIONAL CODE COUNCIL AS THE SWIMMING POOL AND SPA CODE; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR A PENALTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; PROVIDING FOR ENGROSSMENT AND ENROLLMENT OF THIS ORDINANCE; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.**

**WHEREAS**, the City of Starbase, Texas (the “City”), is a Type C general-law municipality, incorporated pursuant to Chapter 8 of the Texas Local Government Code; and

**WHEREAS**, Section 51.001 of the Texas Local Government Code provides that “[t]he governing body of a municipality may adopt, publish, amend, or repeal an ordinance, rule, or policy regulation that . . . is necessary or proper for carrying out a power granted by law to the municipality or to an office or department of the municipality”; and

**WHEREAS**, Section 214.103 of the Texas Local Government Code provides that the International Swimming Pool and Spa Code promulgated by the International Code Council, Inc. as it existed on May 1, 2019, is adopted as the swimming pool and spa code in Texas, but a municipality may adopt a more recent version of the International Swimming Pool and Spa; and

**WHEREAS**, the City Commission of the City has investigated and determined it would be necessary and proper to adopt the 2018 edition of the International Swimming Pool and Spa Code as the City’s Swimming Pool and Spa Code to protect public health, safety, and welfare.

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

**SECTION 1. Incorporation of Premises.** The premises set forth above are incorporated herein as if set forth verbatim.

**SECTION 2. Swimming Pool and Spa Code Adopted.** The 2018 International Swimming Pool and Spa Code promulgated by the International Code Council, Inc. is hereby adopted and designated as the official Swimming Pool and Spa Code of the City of Starbase, Texas, and is incorporated herein by reference.

**SECTION 3. Enforcement.** The Swimming Pool and Spa Code shall be enforced by the Building Official appointed by the City Commission.

**SECTION 4. Penalty.** Any person, firm, or corporation violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be

punishable by a fine not to exceed \$2,000 for all violations involving fire safety, or public health and sanitation and shall be fined not more than \$500 for all other violations of this Ordinance. Each day or any portion thereof during which any violation of this Ordinance occurs or continues shall be deemed a separate offense and upon conviction thereof shall be punishable as herein provided.

**SECTION 5. Severability.** It is hereby declared to be the intention of the City Commission that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Commission without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

**SECTION 6. Repealer.** This Ordinance shall be cumulative of all provisions of all ordinances of the City of Starbase, as amended, and shall not repeal any of the provisions of such ordinances, except in those instances where provisions of such ordinances are in direct conflict with the provisions of this Ordinance.

**SECTION 7. Engrossment/Enrollment.** The City Clerk is hereby directed to enroll and engross this Ordinance by reflecting the passage of this Ordinance in the minutes of the City Commission and by filing this Ordinance in the Ordinance Records of the City.

**SECTION 8. Publication.** The City Clerk is hereby directed to publish the caption, penalty clause, and effective date of this Ordinance as provided by law.

**SECTION 9. Effective Date.** This Ordinance shall become effective upon its passage and publication as required by law, and it is so ordained.

**PASSED AND APPROVED** by the City Commission of the City of Starbase, Texas, on this 29<sup>th</sup> day of May, 2025.

CITY OF STARBASE, TEXAS

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Bobby Peden, Mayor

ATTEST:

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Caroline Cole, City Clerk

APPROVED AS TO FORM:

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Wm. Andrew Messer, City Attorney

**CITY OF STARBASE, TEXAS  
ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF STARBASE, TEXAS, ADOPTING THE 2014 NATIONAL ELECTRICAL CODE APPROVED BY THE NATIONAL FIRE PROTECTION ASSOCIATION, INC. AS THE ELECTRICAL CODE; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000 FOR ALL VIOLATIONS INVOLVING FIRE SAFETY, OR PUBLIC HEALTH AND SANITATION AND NOT MORE THAN \$500 FOR ALL OTHER VIOLATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; PROVIDING FOR ENGROSSMENT AND ENROLLMENT OF THIS ORDINANCE; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.**

**WHEREAS**, the City of Starbase, Texas (the “City”), is a Type C general-law municipality, incorporated pursuant to Chapter 8 of the Texas Local Government Code; and

**WHEREAS**, Section 51.001 of the Texas Local Government Code provides that “[t]he governing body of a municipality may adopt, publish, amend, or repeal an ordinance, rule, or policy regulation that . . . is necessary or proper for carrying out a power granted by law to the municipality or to an office or department of the municipality”; and

**WHEREAS**, Section 214.214 of the Texas Local Government Code provides that the National Electrical Code, as it existed on May 1, 2001, is adopted as the municipal electrical construction code in Texas and applies to all residential and commercial electrical construction applications; and

**WHEREAS**, the National Fire Protection Association, Inc. has approved the 2014 edition of the National Electric Code; and

**WHEREAS**, the City Commission of the City has investigated and determined it would be necessary and proper to adopt the 2014 National Electrical Code as approved by the National Fire Protection Association, Inc. as the City’s Electrical Code to protect public health, safety, and welfare.

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

**SECTION 1. Incorporation of Premises.** The premises set forth above are incorporated herein as if set forth verbatim.

**SECTION 2. Electrical Code Adopted.** The 2014 National Electrical Code as approved by the National Fire Protection Association, Inc. is hereby adopted and designated as the official Electrical Code of the City of Starbase, Texas, and is incorporated herein by reference.

**SECTION 3. Enforcement.** The Electrical Code shall be enforced by the Building Official appointed by the City Commission.

**SECTION 4. Penalty.** Any person, firm, or corporation violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punishable by a fine not to exceed \$2,000 for all violations involving fire safety, or public health and sanitation and shall be fined not more than \$500 for all other violations of this Ordinance. Each day or any portion thereof during which any violation of this Ordinance occurs or continues shall be deemed a separate offense and upon conviction thereof shall be punishable as herein provided.

**SECTION 5. Severability.** It is hereby declared to be the intention of the City Commission that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Commission without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

**SECTION 6. Repealer.** This Ordinance shall be cumulative of all provisions of all ordinances of the City of Starbase, as amended, and shall not repeal any of the provisions of such ordinances, except in those instances where provisions of such ordinances are in direct conflict with the provisions of this Ordinance.

**SECTION 7. Engrossment/Enrollment.** The City Clerk is hereby directed to enroll and engross this Ordinance by reflecting the passage of this Ordinance in the minutes of the City Commission and by filing this Ordinance in the Ordinance Records of the City.

**SECTION 8. Publication.** The City Clerk is hereby directed to publish the caption, penalty clause, and effective date of this Ordinance as provided by law.

**SECTION 9. Effective Date.** This Ordinance shall become effective upon its passage and publication as required by law, and it is so ordained.

*Remainder of page intentionally left blank*

**PASSED AND APPROVED** by the City Commission of the City of Starbase, Texas, on this 29<sup>th</sup> day of May, 2025.

CITY OF STARBASE, TEXAS

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Bobby Peden, Mayor

ATTEST:

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Caroline Cole, City Clerk

APPROVED AS TO FORM:

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Wm. Andrew Messer, City Attorney

# **S T A R B A S E**

## **CITY COMMISSION AGENDA MEMO**

**TO: Mayor and City Commission**

**FROM: City Administrator**

**ITEM: Establishing a process for accepting and approving requests for controlled access devices on public and private streets**

### **SUMMARY**

The City Commission of the City of Starbase has investigated and determined it would be necessary and proper to adopt an ordinance establishing a process for controlled access devices to protect public health, safety, and welfare and due to the unique security needs of the residents of Starbase.

### **BACKGROUND**

The Texas Transportation Code authorizes the City of Starbase to regulate and improve city streets and the anticipated increase in traffic in the City of Starbase poses a threat to the security of the residents. The size of the city and its streets are not designed to accommodate the anticipated traffic, and the City therefore will have a process for the request of controlled access devices on public and private streets to limit access.

### **STAFF RECOMMENDATIONS**

It is recommended that the City Commission approve the attached ordinance establishing a process for accepting and approving requests for controlled access devices on public and private streets.

Suggested Motion: "I move to approve the ordinance for accepting and approving requests for controlled access devices on public and private streets."

### **ATTACHMENTS**

Ordinance Establishing a Process for Accepting and Approving Requests for Controlled Access Devices on Public and Private Streets

**CITY OF STARBASE, TEXAS  
ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF STARBASE, TEXAS, ESTABLISHING A  
PROCESS FOR ACCEPTING AND APPROVING REQUESTS FOR  
CONTROLLED ACCESS DEVICES ON PUBLIC AND PRIVATE STREETS;  
PROVIDING FOR NOTICE; ESTABLISHING CONTROLLED ACCESS  
DEVICES; PROVIDING SAVINGS AND SEVERABILITY CLAUSES; AND  
PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Starbase, Texas (the “City”), is a Type C general-law municipality, incorporated pursuant to Chapter 8 of the Texas Local Government Code; and

**WHEREAS**, Section 311.002 of the Texas Transportation Code provides that a general-law municipality has exclusive control over highways, streets, and alleys of the municipality; and

**WHEREAS**, Section 311.002(b)(2) of the Texas Transportation Code provides that a general-law municipality, such as the City of Starbase (“City”), may, *inter alia*, regulate and improve a street; and

**WHEREAS**, Section 51.001 of the Texas Local Government Code provides that “[t]he governing body of a municipality may adopt, publish, amend, or repeal an ordinance, rule, or policy regulation that . . . is necessary or proper for carrying out a power granted by law to the municipality or to an office or department of the municipality”; and

**WHEREAS**, many of the residents of the City are individuals who have unique needs with regard to security and public safety; and

**WHEREAS**, the City is a unique municipality in the State of Texas which is likely to attract many interested non-residents to its jurisdictional limits; and

**WHEREAS**, the increase in traffic on public and private streets of the City poses a threat not only to the individual security of residents but also is likely to create a dramatic increase in the dangers ordinarily associated with increased traffic, which the City’s streets are not designed to accommodate; and

**WHEREAS**, in order to address this concern on a street-by-street manner, the City Commission wishes to create a process for the City Administrator or abutting property owners to request a controlled access device on public and private streets to limit access to residents, their guests, delivery vehicles, government officers (*e.g.*, first responders, United States Postal Service), service and utility providers, and other appropriate persons; and

**WHEREAS**, the procedure herein will provide the City Commission the final legislative determination on the issuance of any regulation limiting the access to any street and the erection of any controlled-access gate and will retain its ability to craft appropriate regulations for each affected street in conformance with the grant of authority the Transportation Code provides.

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

**SECTION 1. Incorporation of Premises.** The above and foregoing premises are true and correct and are incorporated into the body of this Ordinance as if fully set forth herein.

**SECTION 2. Findings.** After due deliberations the City Commission has concluded that the adoption of this Ordinance is in the best interest of the City of Starbase, Texas, and of the public health, safety and welfare.

**SECTION 3. Request for Controlled Access Device on Public Street.** A request to the City Commission to erect or remove a controlled-access device, including but not limited to electric gates, limiting access to streets within the City may be presented to the City Commission pursuant to one or more of the following procedures:

**(a) City Administrator Recommendation.** A written recommendation from the City Administrator, or designee, to the City Commission to erect or remove controlled-access devices(s) on a public or private street specifying one or more of the following factors as the basis for such request:

- (i) safety of the residents, including children, living in the neighborhood;
- (ii) privacy and security of the neighborhood;
- (iii) proximity of the neighborhood to high traffic areas;
- (iv) number of vehicles utilizing the neighborhood street as a pass through;
- (v) safety of the general public;
- (vi) traffic or anticipated traffic utilizing the roadway;
- (vii) the types of vehicles which may attempt to utilize the street;
- (viii) the potential damage to the street caused by increased traffic;
- (ix) traffic patterns which may be interrupted by excess traffic on the street; and
- (x) the health, safety, and welfare of the community and residents and property owners of the street.

In making a determination on the request from the City Administrator under subpart (a), the City Commission may consider any of the factors identified in the request from the City Administrator, consult with the appropriate law enforcement authority, and such other factors the City Commission deems appropriate to consider when making such determination for the benefit of the public safety and welfare and in the interest of the City generally.

**(b) Property Owner Request.** A majority of the owner(s) in value according to the most recent municipal tax rollof the real property abutting a street may request the installation or removal of a controlled access device by filing a written request with the City Clerk requesting the installation or removal of a controlled access device for the privacy and protection of a street upon which such persons reside or own property. The majority of landowners must specify one or more of the following factors as the basis for such request:

- (i) safety of the residents, including children, living in the neighborhood;
- (ii) privacy and security of the neighborhood;
- (iii) proximity of the neighborhood to high traffic areas;
- (iv) number of vehicles utilizing the neighborhood street as a pass through;
- (v) safety of the general public;
- (vi) traffic or anticipated traffic utilizing the roadway;
- (vii) the types of vehicles which may attempt to utilize the street;
- (viii) the potential damage to the street caused by increased traffic; and
- (ix) traffic patterns which may be interrupted by excess traffic on the street.

Upon receipt of the written request and verification by the City Clerk of the ownership of real property, the City Administrator shall place the request on a City Commission meeting agenda. In making a determination on the request from the majority of owners in value under subpart (b), the City Commission may consider any of the factors identified in the request from the owners, consult with the appropriate law enforcement authority, and such other factors the City Commission deems appropriate to consider when making such determination for the benefit of the public safety and welfare and in the interest of the City generally.

**SECTION 4. Factors.** In making a determination on the request from the City Administrator or property owner, the City Commission may consider any of the factors identified in the request from the City Administrator or identified in the petition, or such other factors the City Commissioners deem appropriate to consider when making such determination for the benefit of the public safety and welfare and in the interest of the City generally.

**SECTION 5. Notice.**

- (a) Prior to the City Commission erecting or removing controlled-access devices on a street, whether pursuant to the City Administrator request or property owner request, written notice of the meeting at which the City Commissioners will consider erecting or removing such controlled-access devices will be mailed to each property owner abutting the street. Notice shall be mailed to each property owner identified on the most recent municipal tax roll.
- (b) The notice shall be mailed no later than fifteen (15) days before the date of the meeting at which the City Commissioners will consider the request to erect or remove a controlled access device.
- (c) A notice required by this section shall be effective when deposited in the United States Postal Service mail and addressed for delivery to the property owners. Notices returned as "refused" or "unclaimed" shall be considered delivered.

## **SECTION 6. Action of City Commissioners.**

- (a) At a meeting of the City Commissioners, the City Commissioners shall consider a request for the installation or removal of a controlled access device upon a street. The public shall have a right to address the City Commission on the topic of the installation or removal of the controlled-access device as provided by Texas Government Code chapter 551, as amended. The City Commission may approve, deny, or modify the request for installation or removal of a controlled-access device by resolution. The City Commission may specify design requirements of the controlled access device.
- (b) If approved by the City Commission, a permit for construction or removal of a controlled access device shall be issued by the City Clerk upon the payment of any permit fee adopted by the City Commission.

## **SECTION 7. Controlled-Access Devices.**

- (a) A controlled-access device, including an electric gate, installed in accordance with a resolution adopted by the City Commission shall be designed to provide controlled access for the following persons:
  - (i) residents who reside on property abutting the street;
  - (ii) owners of abutting property;
  - (iii) guests of residents;
  - (iv) delivery or service providers;
  - (v) local, state, or federal officers, officials, or employees;
  - (vi) first responders and utility providers—through the use of a Knoxbox® or similar device; and
  - (vii) other persons or categories of persons whose access may be deemed helpful or necessary by the City Administrator or designee.
- (b) The controlled-access device shall provide residents and property owners with the functionality to admit guests, service providers, and others through a controlled-access device.
- (c) The Director of Emergency Management of the City, the City's Emergency Management Coordinator, first responders, and utility providers shall be given the means by which to access any controlled-access street.

## **SECTION 8. Reservation of Authority.**

- (a) Nothing in this Ordinance shall be construed to limit the authority of the City Commission to independently consider and determine that a controlled-access device should be erected or removed on any other street in the City.
- (b) Nothing in this Ordinance should be interpreted as a restriction on the authority of the City Commission to regulate streets in any other fashion as permitted by the Texas Transportation Code or other law.

**SECTION 9. Reservations.** The regulations permitted by this Ordinance are subject to all applicable deed restrictions.

**SECTION 10. Savings/Repealing Clause.** All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

**SECTION 11. Severability.** It is hereby declared to be the intention of the City Commission that the phrases, clauses, and sentences of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance, since the same would have been enacted by the City Commission without the incorporation of this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section.

**SECTION 12. Engrossment/Enrollment.** The City Clerk is hereby directed to enroll and engross this Ordinance by reflecting the passage of this Ordinance in the minutes of the City Commission and by filing this Ordinance in the Ordinance Records of the City.

**SECTION 13. Publication.** The City Clerk is hereby directed to publish the caption, penalty clause, and effective date of this Ordinance as provided by law.

**Section 14. Effective Date.** This Ordinance shall become effective from and after its date of passage in accordance with law.

**DULY PASSED AND APPROVED** by the City Commissioners of the City of Starbase, Texas on the 29<sup>th</sup> day of May 2025.

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Bobby Peden, Mayor

ATTEST:

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Caroline Cole, City Clerk

APPROVED AS TO FORM:

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Wm. Andrew Messer, City Attorney

# **S T A R B A S E**

## **CITY COMMISSION AGENDA MEMO**

**TO: Mayor and City Commission**

**FROM: City Administrator**

**ITEM: Resolution Designating Officer to Give Notice to Banks, and Resolution to consider applications from banks not doing business in Starbase, and Request for Proposals for Depository Services**

### **SUMMARY**

The City of Starbase requires a bank account with a financial institution to expend funds and function as a municipality. The City is required to designate an officer to seek applications and approve a policy to permit the City to seek applications from banks not located in the City and obtain proposals by publishing a Request for Proposals.

### **BACKGROUND**

The City of Starbase seeks bids from eligible and qualified financial institutions to serve as the Banking Services Depository for the public funds of the City. This includes the basic services of receiving deposits, paying items, wiring out funds, receiving wired funds, and other normal business banking activities. Texas Local Government Code requires designation of an officer to seek bids and if no banks are located in the City a policy permitting applications from banks outside of the city must be adopted by resolution.

### **STAFF RECOMMENDATIONS**

It is recommended that the attached resolutions enabling the publication of a request for proposals to seek applications from financial institutions and the request for proposals be published.

Suggested Motion: "I move to approve the Resolution designating the City Administrator to seek applications from financial institutions, approve the Resolution adopting a policy to accept applications from banks outside of the city of Starbase and approval and authorization for the City Administrator to publish the request for proposals seeking applications from financial institutions to offer depository services to the City."

### **ATTACHMENTS**

1. Resolution Designating the City Administrator as the Officer to Give Notice to Banks Requesting Submission of Applications
2. Resolution Adopting a Written Policy Permitting Consideration of Applications for Depository Services from Banks not doing business within the City of Starbase
3. Request for Proposals for Depository Services

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF STARBASE, TEXAS DESIGNATING THE CITY ADMINISTRATOR AS THE DESIGNATED OFFICER TO GIVE NOTICE TO BANKS, CREDIT UNIONS OR SAVINGS ASSOCIATIONS REQUESTING THE SUBMISSION OF APPLICATIONS FOR DEPOSITORY SERVICES FOR THE CITY OF STARBASE, TEXAS AND AUTHORIZING THE DESIGNATED OFFICER TO REVIEW THE APPLICATIONS; PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Chapter 105 of the Texas Local Government Code requires a governing body to designate the bank, credit union, or savings association that will serve as the depository for the municipality's funds; and

**WHEREAS**, in accordance with Section 105.001(8) of the Texas Local Government Code, the City Commission shall designate the treasurer of the municipality or another officer as the "designated officer" to give notice to banks, credit unions or savings associations doing business within the State of Texas that the City of Starbase is seeking applications for depository services from a bank, credit union, or savings association to serve as the depository for the municipality's funds.

**WHEREAS**, the City Commission desires to designate the City Administrator as the Designated Officer required by statute, and the City Administrator shall review the applications and evaluate the terms and conditions for performance consistent with the City of Starbase request for proposals and any municipal policy guidelines, and he shall present the specifications of each application to the City Commission.

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

**SECTION 1. Recitals.** The City Commission finds all the above recitals to be true and correct and incorporates the same in this Resolution as findings of fact.

**SECTION 2.** That, in accordance with Section 105.001(8) of the Texas Local Government Code the City of Starbase designates the City Administrator as the "designated officer" to give notice to banks, credit unions or savings associations doing business within the State of Texas that the City of Starbase is seeking applications for depository services from a bank, credit union, or savings association to serve as the depository for the municipality's funds.

**SECTION 3.** As required by statute, the City Commission tasks the City Administrator in his role as the designated officer to review the applications and evaluate the terms and conditions for performance consistent with the City of Starbase request for proposals and any municipal policy guidelines, and the City Administrator shall present the specifications of each application to the City Commission for selection and designation as the financial institution to serve as the depository for municipal funds.

**SECTION 4.** This Resolution shall take effect immediately upon passage.

**PASSED AND APPROVED** this 29th day of May, 2025.

CITY OF STARBASE, TEXAS

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Bobby Peden, Mayor

ATTEST:

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Caroline Cole, City Clerk

APPROVED AS TO FORM:

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Wm. Andrew Messer, City Attorney

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF STARBASE, TEXAS ADOPTING A WRITTEN POLICY PERMITTING THE CONSIDERATION OF APPLICATIONS FOR DEPOSITORY SERVICES FROM BANKS, CREDIT UNIONS, AND SAVINGS ASSOCIATIONS NOT DOING BUSINESS WITHIN THE CITY OF STARBASE, TEXAS AND PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Section 105.011 of the Texas Local Government Code permits a governing body to consider the application for depository services of a bank, credit union, or savings association that is not doing business within the municipality if the governing body has adopted a written policy expressly permitting the consideration of applications received by the municipality from a bank, credit union, or savings association that is not doing business within the municipality; and

**WHEREAS**, in accordance with Section 105.011(b) of the Texas Local Government Code, the City Commission recognizes there are no banks, credit unions or savings associations doing business within the City of Starbase, and the City therefore desires to adopt a written policy expressly permitting the consideration of applications received by the City of Starbase for depository services from a bank, credit union, or savings association that is not doing business within the City of Starbase, Texas.

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

**SECTION 1. Recitals.** The City Commission finds all the above recitals to be true and correct and incorporates the same in this Resolution as findings of fact.

**SECTION 2.** That, in accordance with Section 105.011 of the Texas Local Government Code the City of Starbase may consider the application for depository services of a bank, credit union, or savings association that is not doing business within the municipality; provided, however, that such bank, credit union, or savings association maintains a place of business within the state and offers within the state the services required by the depository services request for proposals, and contract, and provided that the City Commission shall take into consideration what is in the best interest of the City in establishing a depository for the municipality's funds.

**SECTION 3.** This Resolution shall take effect immediately upon passage.

**PASSED AND APPROVED** this 29th day of May, 2025.

CITY OF STARBASE, TEXAS

\_\_\_\_\_  
Bobby Peden, Mayor

ATTEST:

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Caroline Cole, City Clerk

APPROVED AS TO FORM:

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Wm. Andrew Messer, City Attorney

**CITY OF STARBASE, TEXAS**

**REQUEST FOR PROPOSALS  
FOR  
DEPOSITORY SERVICES**

**Proposal Due: 23rd day, June, 2025 @ 9:00 a.m. CST**

## **CITY OF STARBASE, TEXAS**

### **REQUEST FOR PROPOSALS DEPOSITORY SERVICES**

#### **GENERAL INFORMATION**

The City of Starbase, Texas ("City"), a newly created municipal corporation in Cameron County, Texas, is seeking proposals from eligible and qualified financial institutions ("Banks") to serve as the bank depository and to provide the depository services described below. The services provided will be in accordance with this Request for Proposal ("RFP"), duly executed between the City and the selected Bank.

This RFP serves as the official proposal form for the depository services agreement. It includes numerous proposal forms, including but not limited to bank services pricing information, questionnaires, certification forms, and requests for additional information. The depository services contract shall include this RFP and the Bank's response to the RFP. All points outlined and materials requested must be incorporated into the Bank's proposal to be considered for evaluation. Where specified, attachments are acceptable to provide the requested information.

In accordance with the Texas Local Government Code 105.031(a), collateral must be in place five (5) days before services commence, as governed by Public Funds Collateral Act, Texas Government Code Chapter 2257.

The City plans to manage cash (and may manage investments) in a manner responsive to the public trust and consistent with state and local law. These agreements will not cover investment transaction activities other than safekeeping services.

Depository services are crucial to the City's overall cash management program, and the Bank's approach to relationship management is critical to the success of this relationship. The Bank's knowledge of and experience working with the public sector will be a key factor in the decision. It is important that proposers understand the following primary objectives for depository services:

1. To seek a Bank that is both capable of providing comprehensive depository services, and willing to be attentive to the City's money matters;
2. To maximize the total dollars earned by the City on account balances in order to be prudent and effective custodians of the taxpayers' financial resources;
3. To maintain a good working relationship with the depository Bank;
4. To adequately compensate the depository Bank for service provided and to allow a reasonable profit to be earned, subject to competitive forces in the marketplace;
5. To secure deposits above the FDIC insured limit with pledged collateral having a market value of at least 103% of the deposits, with such collateral held by an independent third-party; and
6. To fully comply with the requirements of Texas Local Government Code Chapter 105, as amended.

The goal of the RFP process is to select a Bank capable of providing the necessary depository services to meet these objectives in a cost-effective manner.

The City will not reimburse responding firms for any expenses incurred in preparing proposals, clarification of a response, and/or oral presentations which may be, at its discretion, required by the City. Nor will the City pay any costs associated with the procurement of a contract for depository services.

To be considered, proposals must be received by the City Clerk by **9:00 a.m. CST on June 23, 2025.**

During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. At the discretion of the City, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The City reserves the right to negotiate all elements of the proposal to ensure that the best possible consideration be afforded to all. The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. The City also reserves the right to reject any or all proposals submitted and to re-solicit for services.

Submission of a proposal indicates acceptance by the proposer of the conditions contained in this RFP, unless clearly and specifically noted in the submitted proposal and confirmed in the contract between the City and the selected proposer.

THE PROPOSER MUST FOLLOW ALL INSTRUCTIONS IN THIS RFP TO BE CONSIDERED.

#### **SCOPE OF WORK AND SPECIFICATIONS**

##### **MINIMUM QUALIFICATIONS FOR SUBMITTING A PROPOSAL**

The following conditions must be met at the time services are provided to the City:

- Charter: Proposer must be a Federal or Texas Chartered Bank or other institution lawfully authorized to conduct business in the state of Texas.
- Location: Proposer must have a physical location within Cameron County, Texas.
- Collateral: Proposer must have identifiable collateral which meets the requirements of Texas law for public depositories, and which is sufficient to always cover 103% of the combined balance (including any accrued interest on the combined balance) the City maintains in the Bank, less the insurance amount provided by the Federal Deposit Insurance Corporation. Collateral will be maintained in an independent third-party custodian approved by the City.
- City Liaison: If selected, proposer must assign a senior level liaison to the City.

**SPECIFIC TERMS AND CONDITIONS**

- A.** The depository services contract shall become effective from date of acceptance and approval by the City and shall remain in full force and effect with firm fixed prices for a term of five (5) years. The City anticipates the term to begin on June 23, , 2025.
- B.** To provide for transition to a new Bank at the end of the five-year contract term, the depository services contract shall be extended for up to one-hundred and eighty (180) days upon the City's request.
- C.** Either party may terminate the depository services contract at any time upon one-hundred and eighty (180) days written notice. If, through any cause, the Bank fails to fulfill its obligations under the depository services contract, or if the Bank violates any of the terms and conditions of the depository services contract, the City has the right to terminate the depository services contract by giving the Bank five (5) days written notice. The Bank will be compensated for the services satisfactorily performed before the termination date. No term or provision of the depository services contract shall be construed to relieve the Bank of liability to the City for damages sustained by the City because of any breach of contract. The City may withhold payments to the Bank until the exact amount of damages due the City is determined and paid.
- D.** The depository services contract cannot be transferred or assigned to another party without the discretionary written consent of the City. During the term of the depository services contract, all reasonable direct expenses incurred by the City as a direct result of a change in ownership or management of the Bank or because of a merger shall be reimbursed by the Bank to the City.
- E.** Notwithstanding any other provision of the depository services contract, which may be to the contrary, the depository services contract and the prospective rights and obligations of the parties hereunder shall remain in full force and effect and shall not be otherwise affected by a merger of the Bank.
- F.** The successful Bank shall be liable for all damages incurred while in the performance of services pursuant to this RFP.
- G.** The depository services contract shall be governed in all respects by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in a state court of competent jurisdiction in Cameron County, Texas, and further agree that neither party will seek to remove such litigation to the federal court system by application of conflict of laws or any other removal process to any Federal Court or court not in Texas.
- H.** The selected Bank shall prepare a final binder(s) including this RFP, the Bank's response to the RFP, all relevant contracts, agreements, and other documents executed by the parties to

evidence the depository services contract and ancillary agreements. The final binder(s) shall be delivered by the Bank to the City within thirty (30) days of finalizing such documents.

#### **DEPOSITORY SERVICES AND REQUIREMENTS**

##### **A. General Description of Services**

The following identifies the City's service requirements. Please attach copies of sample reports and separate agreements that apply to each service, if applicable.

##### **1. Internet-based On-line Reporting System**

The City requires an internet based on-line reporting system that provides the daily ending ledger and collected balances from the prior day for all accounts, one- and two-day float amounts, a detail of the prior day's debit and credit transactions, and current day debit and credit transactions.

##### **2. Internet-based On-line Transaction Initiation**

The internet banking system must allow for the initiation and verification of Fed wire transfers, ACH transactions, intra-bank transfers, and stop payments. Wire and ACH transfers will include repetitive and non-repetitive transactions. The system must include user defined security requirements.

The option to initiate wire transfers, ACH transactions, intra-bank transfers, and stop payments via telephone or by email (including the security of secondary telephone verification) is required in the event of emergency operations.

##### **3. Incoming Wire Transfers**

The City shall receive immediate credit for all incoming wire transfers. The Bank shall give both ledger and collected credit for incoming wire transfers on the day of receipt regardless of the time the Bank receives the transfer through the Fed wire system.

##### **4. Deposit Processing**

The processing of all cash and check deposits shall include encoding service, same day credit for deposits presented during business hours, clearing returned items twice, and return of stamped duplicate deposit slips to the City within one business day of the deposit.

The Bank will notify the City as soon as possible about any deposit adjustments and will e-mail to the City a copy of deposit adjustments, including supporting detail, prior to posting.

##### **5. Bank Statements**

The City requires a bank statement for each account within five (5) business days after the close of the calendar month. All paid items should be listed in serial sequence. Statements should include transaction activity through the last day of the period. For each account, the Bank shall furnish imaged copies of checks and deposits in numerical order. These statements must be available to the City via secure internet link.

**6. Account Analysis Statements**

The City requires a monthly account analysis statement which must be available to the City via secure internet link. The account analysis statement should report average ledger balances, average collected balances, legal reserve requirement, investable balances, earnings credit rate and amount, and balances required to offset fees. Each billable service should be listed and should include volume, unit price, and total price. All fees for which the Bank expects compensation should be included in the account analysis statement.

**7. Positive Pay**

The City requires positive pay with a three-way match (check number, payee, and check amount). A payment file with the required matching information will be uploaded to the Bank via secure internet link.

**8. ACH Payments**

The City requires the ability to pay its vendors via ACH by uploading a file to the Bank via secure internet link.

**9. Merchant Services/Credit Card Services**

The City may accept credit card payments at Municipal Court or Development Services/Permits in the future.

**10. Overdrafts**

The City makes every effort to avoid an overdraft position on any of its accounts. However, in the event a check or checks are presented for payment on any City account with insufficient funds, the City will require the Bank to pay said check and promptly notify the City's designated representative(s) of the overdraft position. The City agrees to cover the overdraft within a maximum of one (1) business day. The City will expect the Bank to view all City accounts together for applying charges on overdrawn collected balances.

**11. Investments**

The City may adopt an investment policy in the future and may manage its own investment portfolio and therefore reserves the right to withdraw, from time to time, any amount of funds on deposit in any City account for investment in accordance with the City's Investment Policy.

**B. Exceptions**

1. Exceptions, conditions, or qualifications to the provisions of the City's specifications or requirements must be clearly identified and included in the submitted proposal.
2. An explanation as to why the exception, condition, or qualification is necessary should be provided. Any alternate language proposed by the respondent should be clearly stated in the proposal submission.

**C. Fees for Services Provided**

1. The City desires an equitable reimbursement arrangement for depository services and prefers a fee basis for services provided with an offsetting earnings credit on available balances. The monthly account analysis statement will be considered an invoice and monitored accordingly. The Bank shall calculate the total monthly service costs for all accounts and the total monthly earnings credit for all accounts on the account analysis statement. Credit shall be given to the City based on the group of account balances rather than on any single account balance. The City prefers an annual earnings credit settlement where excess earnings credits may be carried forward from month-to-month up until the annual settlement versus a monthly earnings credit settlement.
2. **Proposal Form I (Appendix 1)** lists all depository services presently anticipated. Should the City request any service not presently included on Proposal Form I, the Bank's unit price for the service shall not exceed the Bank's price published at the time said service is added.
3. Please provide an explanation of the policy and methodology used in setting rates paid on interest bearing accounts including the basis for the rate calculation (T-Bill, Fed Funds, etc.) and the frequency of rate changes.

**D. Other Stipulations**

1. The Bank shall notify the City in writing within ten (10) days of any changes in Federal or State regulations or laws that would thereafter affect the depository agreement.
2. The Bank shall notify the City of any new services that become available during the contract period.
3. The Bank's records relating to City accounts shall be open to review by authorized City representatives. With prior written approval from the City, the City's appointed independent auditors may review the Bank's records relating to all City accounts. Any review of these records will be conducted during normal business hours. Access will not be unreasonably requested, nor should it be unreasonably withheld.
4. The Bank shall respond timely to confirmation requests made by the City's appointed independent auditors.

5. The Bank's records of City transactions will be considered public records pursuant to the *Texas Public Information Act*.
6. The City requires a review meeting with the Bank's designated liaison at least once annually, or as requested, to evaluate the working relationship between the City and the Bank and to address any problems that may arise.
7. The Bank shall be responsible for training and communicating the terms of this contract to its employees.

#### ACCOUNT INFORMATION

- A. The City shall initially establish the bank accounts listed in Exhibit A, Account Information. Other accounts may be set up during the term of the contract.
- B. All accounts require daily balance reporting through an internet banking system. Balance information should be available each morning no later than 8:00 a.m.
- C. Through the term of the depository services contract, the City reserves the right to open or close any number or type of accounts as it deems necessary. Fees proposed shall be fixed for the entire contract period except for increases imposed by Federal or State regulatory agencies. Any additional services requested by the City later shall be priced at a mutually agreed upon fee; however, the Bank's unit price for any service shall not exceed the Bank's price published at the time said service is added.

#### COLLATERAL REQUIREMENTS

##### **A. Custodian**

The Bank shall deposit with a third-party securities custodian pledged to secure deposits of the City. A custodian must meet the requirements of the Texas Public Funds Collateral Act, V.T.C.A., Government Code Ch. 2257 as amended ("Public Funds Collateral Act"), and shall be approved by the City. The City prefers the custodian to be either the Federal Reserve Bank, a branch of the Federal Reserve Bank, or a Federal Home Loan Bank. It is understood and agreed that the City will have a first and prior lien upon all securities that are pledged to City.

##### **B. Collateral**

The City's daily combined collected balances on deposit with the Bank must be secured with eligible securities authorized by the Public Funds Collateral Act and the City's Investment Policy. As security for the deposits of the City, the Bank shall pledge to the City securities with a market value equal to 103% of the combined balance (including any accrued interest on the combined balance) the City maintains in the Bank, less the insurance amount provided by the Federal Deposit Insurance Corporation (FDIC).

The market value shall be the market value of only the principal portion of the pledged securities. If the market value of the securities pledged falls below the required collateral level, the Bank must pledge additional securities no later than the end of the next

succeeding business day to increase the market value of pledged securities to the required collateral level.

**C. Tri-Party Safekeeping (Depository Pledge) Agreement**

A tri-party safekeeping agreement entered by the City, the Bank, and the custodian, shall define the City's rights to collateral in case of default, bankruptcy, or closing of the Bank and shall establish a perfected security interest in the pledged securities. The safekeeping agreement will require the custodian to:

1. Upon receipt of a pledged security, immediately identify on its books and records, by book entry or another method, the pledge of the security to the City;
2. Upon receipt of a pledged security, promptly issue and deliver to the City a safekeeping receipt identifying and evidencing receipt of the pledged security;
3. Hold all pledged securities in an account naming the City as the customer;
4. Within five (5) business days following the last business day of each month, provide or make available on-line directly to the City a report of all securities pledged to the City as of the last business day of each calendar month, which report shall include the complete security description including coupon rate, maturity date, par value, and current market value of each pledged security, and the total par and market values of all securities pledged to the City; and
5. Prohibit the release of any pledged securities without the written approval of the City.

**D. Release or Substitution of Collateral**

No collateral pledged to the City may be withdrawn, released, or substituted without the prior written consent of the City's designated representative(s). The City will release collateral only if it is satisfied that such collateral is not needed as security for the City's deposits.

**E. Certification and Delivery of Collateral**

In accordance with State law, the Board of Directors of the selected Bank will be required to provide a resolution of certification approving the commitment and delivery of the collateral to the safekeeping institution not later than five (5) days before the commencement of the contract period.

**EVALUATION**

**A. Evaluation Criteria**

Award of the contract shall be made to the Bank whose proposal is considered the most advantageous and best value for the City, taking into consideration the Bank's knowledge and experience in municipal banking and the relative importance of the evaluation criteria listed below.

Evaluation Criteria:

- The terms and conditions for the performance of depository services, including the type and cost of services to be provided to the City.
- The cost-effectiveness of the depository services as reflected in the estimated cost of depository services and the earnings credit.
- The Bank's ability to provide the depository services requested by the City (the comprehensiveness of banking services available).
- The Bank's ability to provide the City with prompt, flexible, and efficient services. Considerations may include an assessment of the adequacy of the organization, facilities, equipment, and personnel, as these may impact the Bank's ability to provide prompt and efficient services.
- The Bank's financial viability.
- The Bank's experience and success in providing depository services to similar public entities as substantiated by references provided.
- The Bank's customer service as substantiated by references provided.
- The location of the nearest branch of the Bank.
- The services offered at the nearest branch of the Bank.
- The location of the Bank's lockbox processing center.
- The Bank's experience working with other cities or governmental units.

**B. Proposal Review**

Your response to this RFP will be reviewed and evaluated by City staff, which may include the City Administrator, the elected officials, and/or other staff members.

Based on these reviews and evaluations, City staff will forward a recommendation to the City Commissioners for final consideration.

## **SUBMITTAL INFORMATION**

### **RFP Procedural and Content Questions (Requests for Clarification)**

Proposers may identify errors, omissions, or ambiguities in the RFP. If so, or if there are doubts or concerns about the meaning of any part of this RFP, **requests for clarification should be submitted in writing by email to Kent Myers at kent.myers@cityofstarbase-texas.com by 12:00 p.m. CST on Wednesday June 18, 2025.** Emailed requests for clarification must include "RFP Depository Services" in the email subject line.

If an addendum is issued to address any submitted requests for clarification along with any changes to the RFP due to these clarifications. Addenda become a part of this RFP. The issuance of a written addendum is the only official method whereby interpretation, clarification, correction, or additional information can be given. It shall be each proposer's responsibility, prior to submitting a proposal, to visit the City's website at cityofstarbase-texas.com to determine if addenda were issued.

### **Submission**

Interested parties wishing to submit a proposal must submit an RFP package consisting of one (1) electronic copy of the proposal and related documents. The electronic copy shall be in PDF format provided on a USB compatible flash drive. Submittals shall be delivered in a sealed envelope with the proposing Bank's name and address written on it.

**Submittals must be delivered to the City Clerk at Starbase City Hall located at 39046 L B J Boulevard Brownsville, TX 78521 no later than 9:00 a.m. CST on June 23, 2025.** If you use a delivery service, please allow adequate time for unanticipated delays because proposals received after the 9:00 a.m. June 23, 2025, deadline will not be considered. It is the proposer's responsibility to ensure their proposal is received by the City Clerk before the deadline.

Submittals shall be addressed:

#### **RFP Depository Services**

**City Clerk at Starbase City Hall**  
**39046 L B J Boulevard**  
**Brownsville, TX 78521**

All proposals will be publicly opened and the names of all proposers submitting a proposal will be read aloud on June 23, 2025, at 9:00 a.m., CST, or shortly thereafter at City Hall, in Starbase, Texas. The City assumes no responsibility for the premature opening of a proposal not properly addressed and identified, and/or delivered to the wrong address.

### **Late Submittals**

Proposals received after the time and date specified in this RFP are late and shall be deemed non-responsive and will be eliminated from consideration.

**Rejection Of Proposals/Cancellation**

The City reserves the right to reject all submittals and reserves the right to waive any irregularities or informalities in any submittal or in the submittal procedure, when to do so would be to the advantage of the City. The City reserves the right to cancel this RFP at any time.

**Minimum RFP Acceptance Period**

Proposals may not be withdrawn for a period of 120 days from the date specified for receipt of submittals.

**Non-Collusion**

By submitting a response to this RFP, the proposer represents and warrants that its proposal is genuine and not a sham or collusive or made in the interest or in behalf of any person not therein named and that the proposer has not directly or indirectly induced or solicited any other proposer to put in a sham proposal, or any other person, firm or corporation to refrain from submitting and that the proposer has not in any manner sought by collusion to secure to that proposer any advantage over any other proposer. By submitting a proposal, the proposer represents and warrants that no official or employee of the City has, in any manner, an interest, directly or indirectly in the proposal or in the contract which may be made under it, or in any expected profits to arise there from.

**Taxes**

The City is tax exempt. No sales tax will be charged on any products or services provided by the Bank to the City.

**Disclosure of Proposal Contents**

All documents submitted in response to this RFP shall become the property of the City and subject to the Texas Public Information Act (TPIA).

Proposals will be handled in a manner that avoids disclosure of the contents to competing proposers and keeps the proposals secret during evaluation. All proposals are open for public inspection after the contract(s) are awarded; however, trade secrets and confidential information in the proposals are not open for public inspection. It is specifically provided, however, that each proposer must identify any information contained in its proposal which it asserts is either a trade secret or confidential information. Such material must be conspicuously identified by marking each page containing such information as "confidential" or "proprietary". If such material is not conspicuously identified, then by submitting its proposal, a proposer agrees that such material is considered public information.

Throughout the duration of the procurement process and resulting contract term, proposer must secure from the City written approval prior to the release of any information that pertains to services or activities covered by the RFP or the resulting contract. Failure to adhere to this requirement may result in disqualification of the proposer's proposal or termination of the contract.

**Proposal Format and Content**

The proposal should conform to the required format prescribed below.

|              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|--------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>TAB A</b> | <b>Cover Letter</b> – Briefly describe the Bank's experience in providing depository services to Texas public sector clients. Include the name and address of the proposing Bank and the name and contact information (telephone number and email address) for the individual(s) authorized to answer technical, price, and/or contract questions. The cover letter must state that the proposal may not be withdrawn prior to June 23, 2025, and it must be signed by a person authorized to contractually bind the Bank.        |
| <b>TAB B</b> | <b>Completed Proposal Form 1 (Bank Services Pricing)</b> - Complete Proposal Form 1 reflecting applicable fees and charges for the services requested. This form should be completed for unit pricing or flat rate charges. Total charges should also be calculated for each service based on the estimated service volumes included on the form. The Bank may include the cost of any services not listed on Proposal Form 1 that the Bank determines are appropriate to be included and which would be included in its pricing. |
| <b>TAB C</b> | <b>Completed Proposal Form 2 (Financial Institution Questionnaire)</b> - Complete the Financial Institution Questionnaire and include attachments, as needed, to complete each question.                                                                                                                                                                                                                                                                                                                                          |
| <b>TAB D</b> | <b>Completed Proposal Form 3 (Request for Additional Information)</b> - Provide any information concerning the bank service requirements listed on Proposal Form 1 or information on any additional services which you offer which are not listed on Proposal Form 1 which you think is pertinent. If providing information on services not listed on Proposal Form 1, please provide per unit pricing.                                                                                                                           |
| <b>TAB E</b> | <b>Completed Proposal Form 4 (Certification)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>TAB F</b> | <b>Completed Proposal Form 5 (References)</b> - Complete Proposal Form 5 by providing references for three (3) Texas public sector clients currently served by your Bank.                                                                                                                                                                                                                                                                                                                                                         |
| <b>TAB G</b> | <b>Completed Proposal Form 6 (Proposer Information Form)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>TAB H</b> | <b>Completed Proposal Form 7 (Affidavit of Ownership or Control)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>TAB I</b> | <b>Completed Proposal Form 8 (Conflict of Interest Questionnaire)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>TAB J</b> | <b>Completed Proposal Form 9 (House Bill 89, 85<sup>th</sup> Legislature Verification)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>TAB K</b> | <b>Completed Proposal Form 10 (House Bill 13, 87<sup>th</sup> Legislature Verification)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>TAB L</b> | <b>Completed Proposal Form 11 (House Bill 19, 87<sup>th</sup> Legislature Verification)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                       |

**TAB M Earnings Credit** - Provide the earnings credit rate and any pertinent information that explains the application of the earnings credit. Specifically state the settlement period – monthly, annually, etc.

**TAB N Please Provide Samples of the Following:**

- o Bank Statement
- o Account Analysis Statement
- o Daily Balance and Account Activity Reports
- o Monthly Pledged Collateral Report
- o Depository Agreement
- o Depository Pledge/Custody Agreement
- o Tri-Party Safekeeping Agreement
- o Funds Transfer Agreement
- o Any other required agreements

**TAB O Financial Information** - Provide the most recent annual audited financial statements along with the two (2) most recent quarterly FDIC Call Reports.

**TAB P W-9** - Provide a current W-9 for the Bank.

**TAB Q Additional Information** - Provide any additional information not previously specified which the Bank considers essential to the proposal.

#### **GENERAL TERMS AND CONDITIONS**

##### **Negotiations**

Negotiations may be conducted with any Bank whose submission would have a reasonable expectation for selection based on all the criteria set forth in this RFP. The Bank(s) may be given an opportunity to make a presentation to and/or interview with City staff. Following any presentations or interviews, Banks would be ranked in order of preference and contract negotiations would begin with the highest ranked Bank. Should negotiations with the highest ranked Bank fail to yield a contract, or if the highest ranked Bank is unable to execute said contract, negotiations would be formally ended and negotiations would then commence with the second highest ranked Bank, etc.

##### **Disclosure**

At the public opening, there will be no disclosure of contents to the respondents, and all proposals will be kept confidential during the evaluation and negotiation process. Except for trade secrets and confidential information which the Bank identifies as proprietary, all proposals will be available for public inspection after the contract award, in accordance with the Texas Public Information Act.

**Addenda**

If it becomes necessary to change the published RFP documents, all the foregoing terms and conditions and all performance requirements will apply to the published addenda. All published addenda must be signed and included with the proposal as acknowledgement of the addenda. Any changes will be provided to all known and interested proposers simultaneously; however, each proposer is responsible for obtaining all published addenda from the City or by downloading these documents from the City's website. Visit the City's website at [cityofstarbase-texas.com](http://cityofstarbase-texas.com) to determine if addenda were issued and to download any such addenda. The City assumes no responsibility for any proposer's failure to obtain and/or properly submit addenda. Failure to acknowledge and submit addenda may be cause for the proposal to be rejected. The City's decision to accept or reject any proposal due to a failure to acknowledge and submit addenda will be final.

**City Contact Information****All statements should be sent to:**

City of Starbase, 39046 LBJ Boulevard, Brownsville, Texas 78521

**All invoices shall be sent to:**

City of Starbase, Attention: Accounts Payable, 39046 LBJ Boulevard, Brownsville, Texas 78521, or emailed to accounts payable.

**Procedures and Miscellaneous Items**

All respondents to this RFP shall indemnify and hold harmless the City, and any of their employees from all suits and claims alleged to be a result of this RFP. The issuance of this RFP constitutes only an invitation to present a proposal. The City reserves the right to determine, at its sole discretion, whether any aspect of a respondent's submittal meets the criteria in this RFP. The City also reserves the right to seek clarifications, to negotiate with any vendor submitting a response, to reject any or all responses with or without cause, and to modify the procurement process and schedule. If this RFP is withdrawn or the project canceled for any reason, the City shall have no liability to any respondent for any costs or expenses incurred in connection with this RFP or otherwise.

Failure to submit all the mandatory forms from this RFP package shall be just cause for the rejection of the proposal. However, the City reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject such a proposal as non-responsive.

The Vendor shall comply with applicable federal, state, and local laws and regulations.

**Conflict of Interest Questionnaire**

Proposer agrees to comply with Chapter 176 of the Texas Local Government Code which requires a person who enters or seeks to enter a contract with the City to file a Conflict-of-Interest Questionnaire Form (Form CIQ) with the proposal.

**Form 1295 "Certificate of Interested Parties"**

Proposer must comply with Government Code Section 2252.908 and submit Form 1295 "Certificate

of Interested Parties” upon notification that proposer has been recommended for award. Form 1295 requires disclosure of “interested parties” with respect to entities that enter contracts with cities. These interested parties include:

- A. persons with a “controlling interest” in the entity, which includes:
  - 1. an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds ten (10) percent;
  - 2. membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than ten (10) members; or
  - 3. service as an officer of a business entity that has four (4) or fewer officers, or service as one (1) of the four (4) officers most highly compensated by a business entity that has more than four (4) officers; or
- B. a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser, or attorney for the business entity.

Form 1295 must be electronically filed with the Texas Ethics Commission at [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm). The form must then be printed, signed, notarized, and filed with the City. For more information, please review the Texas Ethics Commission Rules at [www.ethics.state.tx.us/rules/](http://www.ethics.state.tx.us/rules/).

**Proposer’s Ethical Behavior**

By submission of its proposal, the proposer promises that proposer’s officers, employees, or agents will not attempt to lobby or influence a vote or recommendation related to the proposer’s proposal submitted in response to this RFP, directly or indirectly, through any contact with the City’s council members or other City officials between the date this RFP is released to the public and the date a Contract is awarded by the City. Such behavior will be cause for rejection of the proposer’s proposal at the discretion of the City.

**EXHIBIT A**  
**CITY OF STARBASE ACCOUNT  
INFORMATION**

**City of Starbase  
Account Information**

The City of Starbase plans to maintain an Operating Account which will cover most of the day-to-day banking transactions and activities. The Operating Account will be used to make and receive daily deposits including remote deposits, ACH deposits, wired fund deposits, cash deposits, and for making payments to City's various vendors by checks and wired funds as well as for biweekly payroll payments to employees by checks and direct deposits (ACH), etc.

Additionally, the City may maintain other deposit accounts used in the business of the City and the agreement will include all other deposit accounts of the City of Starbase. The Bank is to provide an operating account and any other separate banks accounts for restricted special purpose government funds.

**APPENDIX 1**  
PROPOSAL FORM 1  
BANK SERVICE REQUIREMENTS

**City of Starbase  
Request for Proposal – Depository  
Services**

**PROPOSAL FORM 1  
BANK SERVICES PRICING**

Please include either the applicable unit pricing or rate, fixed monthly fees, and fixed annual fees in the following table, then include in the far-right column the total estimated annual fees associated with each service. Please provide any explanatory comments you feel are necessary or helpful regarding the pricing information.

| <b>Depository Services</b>                       | <b>Unit Price / Rate</b> | <b>Fixed Monthly Fees</b> | <b>Fixed Annual Fees</b> | <b>Estimated Total Annual Fees</b> |
|--------------------------------------------------|--------------------------|---------------------------|--------------------------|------------------------------------|
| <b>Balance Based Services &amp; Fees</b>         |                          |                           |                          |                                    |
| FDIC Insurance Assessment - % of Average Balance | %                        |                           |                          | \$                                 |
|                                                  |                          |                           |                          |                                    |
| <b>General Account Services</b>                  |                          |                           |                          |                                    |
| Monthly Account Analysis Fee                     |                          | \$                        |                          | \$                                 |
|                                                  |                          |                           |                          |                                    |
| <b>Depository Services</b>                       |                          |                           |                          |                                    |
| Credits Posted                                   | \$                       |                           |                          | \$                                 |
| Debits Posted                                    | \$                       |                           |                          | \$                                 |
| Items Deposited - On-Us                          | \$                       |                           |                          | \$                                 |
| Items Deposited - Transit                        | \$                       |                           |                          | \$                                 |
| Items Deposited - Chargeback                     | \$                       |                           |                          | \$                                 |
| Redeposited Items                                | \$                       |                           |                          | \$                                 |
| Monthly Account Maintenance Fee                  |                          | \$                        |                          | \$                                 |
| ACH Credits Received                             | \$                       |                           |                          | \$                                 |
| ACH Debits Received                              | \$                       |                           |                          | \$                                 |
|                                                  |                          |                           |                          |                                    |
| <b>Wire Transfer Services</b>                    |                          |                           |                          |                                    |
| Incoming Wires                                   | \$                       |                           |                          | \$                                 |
| Domestic Wires Out                               | \$                       |                           |                          | \$                                 |
| International Wires Out                          | \$                       |                           |                          | \$                                 |
|                                                  |                          |                           |                          |                                    |
| <b>Armored Truck Services</b>                    |                          |                           |                          |                                    |
| Armored Truck Pick-Up Days                       | \$                       |                           |                          | \$                                 |
|                                                  |                          |                           |                          |                                    |
| <b>Third Party Services</b>                      |                          |                           |                          |                                    |
| Monthly Third-Party Pass-Thru Fee                |                          | \$                        |                          | \$                                 |

| Depository Services                            | Unit Price / Rate | Fixed Monthly Fees | Fixed Annual Fees | Estimated Total Annual Fees |
|------------------------------------------------|-------------------|--------------------|-------------------|-----------------------------|
| <b>Vault Services</b>                          |                   |                    |                   |                             |
| Deposits                                       | \$                |                    |                   | \$                          |
| Deposits With Cash (add-on fee)                | \$                |                    |                   | \$                          |
| Deposits With Loose Change (add-on fee)        | \$                |                    |                   | \$                          |
| Deposits With Rolled Coin (add-on fee)         | \$                |                    |                   | \$                          |
| Deposit Corrections                            | \$                |                    |                   | \$                          |
| 9 x 12 Inch Plastic Deposit Bag Orders         | \$                |                    |                   | \$                          |
| Faxed Vault Change Orders                      | \$                |                    |                   | \$                          |
| Vault Change Orders                            | \$                |                    |                   | \$                          |
| <b>Lock Box Services</b>                       |                   |                    |                   |                             |
| Wholesale Lockbox – Monthly Maintenance        |                   | \$                 |                   | \$                          |
| Retail Lockbox – Monthly Maintenance           |                   | \$                 |                   | \$                          |
| Retail Items With Coupon                       | \$                |                    |                   | \$                          |
| Exception Items                                | \$                |                    |                   | \$                          |
| Data Transmission                              | \$                |                    |                   | \$                          |
| Courier Prep                                   | \$                |                    |                   | \$                          |
| Mail Without Check                             | \$                |                    |                   | \$                          |
| Retail Item Without Coupon                     | \$                |                    |                   | \$                          |
| Image Items                                    | \$                |                    |                   | \$                          |
| Per Deposit Charge                             | \$                |                    |                   | \$                          |
| Data Entry Keystrokes                          | \$                |                    |                   | \$                          |
| Receivables Online – Monthly Maintenance       | \$                |                    |                   | \$                          |
| E-Lockbox – Monthly Maintenance                | \$                |                    |                   | \$                          |
| E-Lockbox Items                                | \$                |                    |                   | \$                          |
| Standard Reassociation                         | \$                |                    |                   | \$                          |
| Annual PO Box Rental Fee                       |                   |                    | \$                | \$                          |
| Item Encoding Charge                           | \$                |                    |                   | \$                          |
| <b>Positive Pay Services</b>                   |                   |                    |                   |                             |
| Monthly Positive Pay Maintenance (3-Way Match) |                   | \$                 |                   | \$                          |
| Positive Pay Exception Items                   | \$                |                    |                   | \$                          |
| ACH Positive Pay Return                        | \$                |                    |                   | \$                          |
| Positive Pay Return                            | \$                |                    |                   | \$                          |
| Monthly ACH Positive Pay Maintenance           |                   | \$                 |                   | \$                          |
| Add ACH Positive Pay Filter                    | \$                |                    |                   | \$                          |

| Depository Services                         | Unit Price / Rate | Fixed Monthly Fees | Fixed Annual Fees | Estimated Total Annual Fees |
|---------------------------------------------|-------------------|--------------------|-------------------|-----------------------------|
| Update ACH Positive Pay Filter              | \$                |                    |                   | \$                          |
| ACH Positive Pay Exceptions                 | \$                |                    |                   | \$                          |
|                                             |                   |                    |                   |                             |
| <b>General ACH Services</b>                 |                   |                    |                   |                             |
| Monthly ACH Maintenance                     |                   | \$                 |                   | \$                          |
| Transmission Files Processed                | \$                |                    |                   | \$                          |
| Debit Items Originated                      | \$                |                    |                   | \$                          |
| Credit Items Originated                     | \$                |                    |                   | \$                          |
| Return or Reject Debit Entries              | \$                |                    |                   | \$                          |
| Return or Reject Credit Entries             | \$                |                    |                   | \$                          |
| Exception File Count - Originations         | \$                |                    |                   | \$                          |
| Overlimit File Count - Originations         | \$                |                    |                   | \$                          |
| Same Day Debit Items Originated             | \$                |                    |                   | \$                          |
| Same Day Credit Items Originated            | \$                |                    |                   | \$                          |
| Items Deleted/Reversed                      | \$                |                    |                   | \$                          |
| Transmit Acknowledgements                   | \$                |                    |                   | \$                          |
| Originated Debit Return Unauthorized Items  | \$                |                    |                   | \$                          |
| Originated Credit Return Unauthorized Items | \$                |                    |                   | \$                          |
|                                             |                   |                    |                   |                             |
| <b>Online Services</b>                      |                   |                    |                   |                             |
| Monthly Online Maintenance Fee              |                   | \$                 |                   | \$                          |
| Monthly IR Transaction Accounts Fee         |                   | \$                 |                   | \$                          |
| Monthly Wire Maintenance Fee                |                   | \$                 |                   | \$                          |
| Electronic Report                           | \$                |                    |                   | \$                          |
| Previous Day Transactions                   | \$                |                    |                   | \$                          |
| Intraday Transactions                       | \$                |                    |                   | \$                          |
| Total Users Enrolled                        | \$                |                    |                   | \$                          |
| Stop Payments                               | \$                |                    |                   | \$                          |
| Bank Transfers                              | \$                |                    |                   | \$                          |
|                                             |                   |                    |                   |                             |
| <b>Safekeeping Services</b>                 |                   |                    |                   |                             |
| Monthly Fee for Safekeeping Maintenance     |                   | \$                 |                   | \$                          |
|                                             |                   |                    |                   |                             |
| <b>Other Fees Not Listed Above</b>          |                   |                    |                   |                             |
|                                             |                   |                    |                   |                             |
|                                             |                   |                    |                   |                             |

**APPENDIX 2**  
PROPOSAL FORM 2  
FINANCIAL INSTITUTION QUESTIONNAIRE

**PROPOSAL FORM 2**  
**DEPOSITORY QUESTIONNAIRE**

1. How is the Bank chartered?
2. Disclose available public information concerning any known upcoming changes in the ownership, management, or financial position of the Bank or its parent holding company.
3. Does the Bank have any significant problems noted by regulatory agencies in the past 24 months?

If yes, please explain.

4. Indicate the address of the branch closest to Starbase.
5. If multiple locations exist locally, indicate the location that will handle the processing of the City's transactions.
6. Indicate the Bank's capital to assets ratio for the last five (5) years.
7. What was the Bank's 2024 return on assets (ROA)?
8. Attach copies of the Bank's most recent FDIC (UPBR) call reports.
9. Is the Bank a branch bank or will it soon become a branch bank? If so, please indicate which services will be provided from the Bank's branch location and which will be provided by the main Bank.
10. Please provide a brief biography of the Bank representative who will be the City's liaison.

**APPENDIX 3**  
PROPOSAL FORM 3  
REQUEST FOR ADDITIONAL INFORMATION

**PROPOSAL FORM 3**

**REQUEST FOR ADDITIONAL INFORMATION**

Please provide information concerning the services below and any additional services that you offer and think the City would benefit from.

**APPENDIX 4**  
PROPOSAL FORM 4  
CERTIFICATION

**PROPOSAL FORM 4**

**CERTIFICATION**

The undersigned affirms that they are duly authorized to represent this Bank, that this proposal has not been prepared in collusion with any other firm, and that the contents of this proposal have not been communicated to any other firm prior to the official opening of this proposal. Further, the undersigned affirms that the Bank agrees to all terms and conditions contained in this proposal.

Signed By: \_\_\_\_\_  
\_\_\_\_\_

Date:

Printed Name: \_\_\_\_\_  
\_\_\_\_\_

Title:

Bank: \_\_\_\_\_

Email: \_\_\_\_\_

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

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

**APPENDIX 5**  
PROPOSAL FORM 5  
REFERENCES

**PROPOSAL FORM 5**

**REFERENCES**

Three (3) references for Texas public sector clients you currently serve must be included with the submittal. City of Starbase reserves the right to contact the references provided.

References for: \_\_\_\_\_  
(Company Name)

Reference 1:

Name of Client (Agency) \_\_\_\_\_

Contact Person and Title \_\_\_\_\_

Address of Client (Agency) \_\_\_\_\_

Phone Number \_\_\_\_\_

E-mail Address \_\_\_\_\_

How long has your company provided service? \_\_\_\_\_

Reference 2:

Name of Client (Agency) \_\_\_\_\_

Contact Person and Title \_\_\_\_\_

Address of Client (Agency) \_\_\_\_\_

Phone Number \_\_\_\_\_

E-mail Address \_\_\_\_\_

How long has your company provided service? \_\_\_\_\_

Reference 3:

Name of Client (Agency) \_\_\_\_\_

Contact Person and Title \_\_\_\_\_

Address of Client (Agency) \_\_\_\_\_

Phone Number \_\_\_\_\_

E-mail Address \_\_\_\_\_

How long has your company provided service? \_\_\_\_\_

**APPENDIX 6**  
**PROPOSAL FORM 6**  
**PROPOSER INFORMATION FORM**

PROPOSAL FORM 6

**PROPOSER INFORMATION FORM**

|                            |  |
|----------------------------|--|
| BANK'S FULL BUSINESS NAME: |  |
|                            |  |
| PHYSICAL ADDRESS:          |  |
|                            |  |
|                            |  |
|                            |  |
|                            |  |
| CONTACT PERSON:            |  |
| PHONE #:                   |  |
| EMAIL ADDRESS:             |  |
|                            |  |
| BANK'S WEBSITE:            |  |
|                            |  |
| BANK'S TAX ID#:            |  |
|                            |  |

**APPENDIX 7**  
**PROPOSAL FORM 7**  
**AFFIDAVIT OF OWNERSHIP OR CONTROL**

## AFFIDAVIT OF OWNERSHIP OR CONTROL

BUT RECOMMENDED. ATTACH ADDITIONAL SHEETS AS NEEDED.]

Contracting Entity

Name: \_\_\_\_\_

Business Address [NO./STREET] \_\_\_\_\_

[CITY/STATE/ZIP CODE] \_\_\_\_\_

Telephone Number (\_\_\_\_) \_\_\_\_\_

Email Address [OPTIONAL] \_\_\_\_\_

Residence Address [NO./STREET] \_\_\_\_\_

[CITY/STATE/ZIP CODE] \_\_\_\_\_

Telephone Number [OPTIONAL] (\_\_\_\_) \_\_\_\_\_

Email Address [OPTIONAL] \_\_\_\_\_

**5% or More Owner(s)/Officers of Non-Profit Corporation  
(IF NONE, STATE "NONE.")**

Name: \_\_\_\_\_

Business Address [NO./STREET] \_\_\_\_\_

[CITY/STATE/ZIP CODE] \_\_\_\_\_

Telephone Number (\_\_\_\_) \_\_\_\_\_

Email Address [OPTIONAL] \_\_\_\_\_

Residence Address [NO./STREET] \_\_\_\_\_

[CITY/STATE/ZIP CODE] \_\_\_\_\_

Telephone Number [OPTIONAL] (\_\_\_\_) \_\_\_\_\_

Email Address [OPTIONAL] \_\_\_\_\_

6. Optional Information

Contracting Entity and/or \_\_\_\_\_

[NAME OF OWNER OR NON-PROFIT OFFICER] is actively protesting, challenging or appealing  
the accuracy and/or amount of taxes levied against

\_\_\_\_\_ [CONTRACTING ENTITY, OWNER OR NON-PROFIT OFFICER] as follows:

Name of Debtor: \_\_\_\_\_

Type of Debt: \_\_\_\_\_

Account Nos.: \_\_\_\_\_

Case or File Nos.: \_\_\_\_\_

Attorney/Agent Name: \_\_\_\_\_

Attorney/Agent Phone No.: \_\_\_\_\_

Delinquent Years/Months: \_\_\_\_\_

Status of Appeal [DESCRIBE]: \_\_\_\_\_

\_\_\_\_\_

Affiant certifies that he or she is duly authorized to submit the above information on behalf of the Contracting Entity, that Affiant is associated with the Contracting Entity in the capacity noted above and has personal knowledge of the accuracy of the information provided herein, and that the information provided herein is true and correct to the best of Affiant's knowledge and belief.

\_\_\_\_\_  
Affiant

SWORN TO AND SUBSCRIBED before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(Seal)

\_\_\_\_\_  
Notary Public in and for the State of Texas

**NOTE:**

This affidavit constitutes a government record as defined by Section 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in Section 37.10 of the Texas Penal Code.

Attach additional pages if needed to supply the required names and addresses.

**APPENDIX 8**  
**PROPOSAL FORM 8**  
**FORM CIQ**  
**(CONFLICT OF INTEREST QUESTIONNAIRE)**

PROPOSAL FORM 8  
**FORM CIQ (CONFLICT OF INTEREST QUESTIONNAIRE)**

**Conflict of Interest Questionnaire:**

| <b>CONFLICT OF INTEREST QUESTIONNAIRE</b><br><b>For vendor doing business with local governmental entity</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                            | <b>FORM CIQ</b> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|-----------------|
| <p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>OFFICE USE ONLY</b><br><br><div style="border: 1px solid black; height: 100px; margin-top: 5px;"></div> |                 |
| <div style="border: 1px solid black; padding: 2px;"> <b>1</b> Name of vendor who has a business relationship with local governmental entity.         </div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                            |                 |
| <div style="border: 1px solid black; padding: 2px;"> <b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)         </div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                            |                 |
| <div style="border: 1px solid black; padding: 2px;"> <b>3</b> Name of local government officer about whom the information is being disclosed.         </div> <div style="text-align: center; margin-top: 20px;"> <hr style="width: 30%; margin: 0 auto;"/>         Name of Officer       </div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                            |                 |
| <div style="border: 1px solid black; padding: 2px;"> <b>4</b> Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.         </div> <div style="margin-top: 40px;"> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <div style="display: flex; justify-content: center; gap: 20px; margin-top: 10px;"> <span><input type="checkbox"/> Yes</span> <span><input type="checkbox"/> No</span> </div> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <div style="display: flex; justify-content: center; gap: 20px; margin-top: 10px;"> <span><input type="checkbox"/> Yes</span> <span><input type="checkbox"/> No</span> </div> </div> |                                                                                                            |                 |
| <div style="border: 1px solid black; padding: 2px;"> <b>5</b> </div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                            |                 |

### **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or rate regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

- (2) the vendor:

- (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
  - (i) a contract between the local governmental entity and vendor has been executed; or
  - (ii) the local governmental entity is considering entering into a contract with the vendor;
- (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
  - (i) a contract between the local governmental entity and vendor has been executed; or
  - (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity. (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:
  - (2) the date that the vendor:
    - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
    - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
  - (3) the date the vendor becomes aware:
    - (A) of an employment or other business relationship with a local government officer, or a

family member of the officer, described by Subsection (a);  
(B) that the vendor has given one or more gifts described by Subsection (a); or(C) of a family  
relationship with a local government officer.

## APPENDIX 9

### PROPOSAL FORM 9

STATE OF TEXAS – HOUSE BILL 89, 85<sup>TH</sup>

TEXAS LEGISLATURE VERIFICATION

PROPOSAL FORM 9

STATE OF TEXAS – HOUSE BILL 89, 85<sup>th</sup> TEXAS LEGISLATURE VERIFICATION

I, \_\_\_\_\_, the undersigned representative of  
(Person Name)

\_\_\_\_\_  
(Company or Business Name)

hereby referred to as company, being an adult over the age of eighteen (18) years of age, do hereby certify the above-named company, under the provisions of **Chapter 2271, Texas Government Code:**

- 1. Does not boycott Israel currently; and**
- 2. Will not boycott Israel during the term of the contract for goods or services.**

Pursuant to Section 2271.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position/Title

\_\_\_\_\_  
Signature of Company Representative

## APPENDIX 10

PROPOSAL FORM 10

STATE OF TEXAS – HOUSE BILL 13, 87<sup>TH</sup>

TEXAS LEGISLATURE VERIFICATION

PROPOSAL FORM 10

STATE OF TEXAS – HOUSE BILL 13, 87<sup>th</sup> TEXAS LEGISLATURE VERIFICATION

I, \_\_\_\_\_, the undersigned representative of  
(Person Name)

\_\_\_\_\_  
(Company or Business Name)

hereby referred to as company, being an adult over the age of eighteen (18) years of age, do hereby certify the above-named company, under the provisions of **Chapter 2274, Texas Government Code:**

- 1. Does not boycott energy companies currently; and**
- 2. Will not boycott energy companies during the term of the contract for goods or services.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott Energy Companies" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:
  - a. engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or
  - b. does business with a company described by Paragraph (a) above; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position/Title

\_\_\_\_\_  
Signature of Company Representative

## APPENDIX 11

PROPOSAL FORM 11

STATE OF TEXAS – HOUSE BILL 19, 87<sup>TH</sup>

TEXAS LEGISLATURE VERIFICATION

PROPOSAL FORM 11

STATE OF TEXAS – HOUSE BILL 19, 87<sup>th</sup> TEXAS LEGISLATURE VERIFICATION

I, \_\_\_\_\_, the undersigned representative of  
(Person Name)

\_\_\_\_\_  
(Company or Business Name)

hereby referred to as company, being an adult over the age of eighteen (18) years of age, do hereby certify the above-named company, under the provisions of **Chapter 2274, Texas Government Code:**

- 1. Does not have a practice, policy, guidance, or directive that discriminates against firearm entity or firearm trade associations currently; and**
- 2. Will not discriminate against a firearm entity or firearm trade association during the term of the contract for goods or services.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Discriminate against a firearm entity or firearm trade association"
  - a. means, with respect to the entity or association, to:
    - i. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
    - ii. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
    - iii. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and
  - b. does not include:
    - i. the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories;
    - ii. Aa company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position/Title

\_\_\_\_\_  
Signature of Company Representative

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# **S T A R B A S E**

## **CITY COMMISSION AGENDA MEMO**

**TO: Mayor and City Commission**

**FROM: City Administrator**

**ITEM: Spacecraft Infrastructure Permit Agreement with SpaceX**

### **SUMMARY**

The City of Starbase and Space Exploration Technologies, Corp. have agreed to enter a permit agreement in support of the growth of SpaceX operations that benefit the city.

### **BACKGROUND**

The city of Starbase anticipates growth and development and SpaceX works directly with various agencies of the federal government and the nature of its work is critical to the safety and security of SpaceX operations and therefore the City and SpaceX will work together as facilitated by this agreement to provide alternatives to traditional building inspections.

### **STAFF RECOMMENDATIONS**

It is recommended that the Spacecraft Infrastructure Permit Agreement with SpaceX be approved.

Suggested Motion: "I move to approve the Spacecraft Infrastructure Permit Agreement with SpaceX between Starbase and SpaceX and authorize execution of the agreement."

### **ATTACHMENTS**

Spacecraft Infrastructure Permit Agreement with SpaceX

# **S T A R B A S E**

## **CITY COMMISSION AGENDA MEMO**

**TO: Mayor and City Commission**

**FROM: City Administrator**

**ITEM: Creation of Starbase Long-Term Development Planning Committee**

### **SUMMARY**

As the City of Starbase expects to experience significant growth and development over the next several years it is important that long-range planning take place guided by a committee of city residents to make recommendations to the City Commission.

### **BACKGROUND**

The establishment of a long-term development committee that is comprised of residents and that makes recommendations to the City Commission will be advisory only. The committee will not act as or have any of the capabilities of a Planning & Zoning Commission as set out in Chapter 211 of the Texas Local Government Code. The Committee will advise on matters such as land use/development, necessary infrastructure to serve the city and the consideration of long-term goals to benefit the community. As the City grows it is important that long-range planning be a major focus, and with this in mind, a Long-Term Development Planning Committee would be helpful to the City Commission and City staff.

### **STAFF RECOMMENDATIONS**

It is recommended that a Long-Term Development Planning Committee be established with its purpose identified in the attached resolution.

Suggested Motion: "I move to approve the resolution authorizing the establishment of a Long-Term Development Planning Committee."

### **ATTACHMENTS**

Resolution Creating a Long-Term Development Planning Committee

**CITY OF STARBASE, TEXAS**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STARBASE, TEXAS CREATING A LONG-TERM DEVELOPMENT PLANNING COMMITTEE; DISCLAIMING THAT THIS COMMITTEE POSSESSES ANY POWERS OF A ZONING COMMISSION UNDER CHAPTER 211 OF THE TEXAS LOCAL GOVERNMENT CODE; PROVIDING CUMULATIVE, SEVERABILITY AND SAVINGS CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Starbase, Texas (the “City”), recognizes the substantial benefits from public input regarding the City’s long-term planning for development of the City, its extraterritorial jurisdiction as may be warranted, and the construction of infrastructure and other elements serving the City and its residents; and

**WHEREAS**, the City Commission of the City of Starbase, Texas (the “City Commission”) has determined it is appropriate to establish a Long-Term Development Planning Committee comprised of City residents to make recommendations to the City Commission regarding development of land within the City, how that development might work in conjunction with the land within the City’s extraterritorial jurisdiction, the infrastructure required to serve the City and its residents and local businesses, and to communicate other long-term goals that the residents of Starbase may see as providing public benefit to the community in the near or distant future; and

**WHEREAS**, this Long-Term Development Planning Committee is not being established as a zoning commission as envisioned by Texas Local Government Code Chapter 211, is not to serve in such capacity, and will not review or make recommendations to the City Commission regarding specific zoning or rezoning applications or amendments to the zoning ordinance of the City, but may communicate general comments to the City about how the City’s zoning ordinance functions and how that ordinance impacts residents of the City from a long-term development standpoint.

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

**SECTION 1.** The findings set forth above are incorporated into the body of this Resolution as if fully set forth herein and found to be true.

**SECTION 2.** After due deliberation and consideration, the City Commission has concluded that the adoption of this Resolution is in the best interests of the City, and of the public health, safety, and welfare.

**SECTION 3.** The City resolves and hereby creates a Long-Term Development Planning Committee to be governed by the following parameters:

Section A. Creation, Composition, and Purpose

- (a) There is created a Long-Term Development Planning Committee for the City.
- (b) The Committee shall be composed of three (3) members, and all members shall be residents of the City of Starbase. The City Administrator shall serve as ex officio member of the Committee.
- (c) The Committee's purpose is to advise the City Commission on the views of City residents with regard to the long-term planning and development needs of the City. These recommendations may include general comments on how future zoning should be developed, what infrastructure is needed, and how parks and open spaces should be developed. The Committee may make recommendations to the City Commission for investments in facilities or expanded operations.

Section B. Terms and Appointment of Members

- (a) All members shall be appointed by the City Commission.
- (b) Members of the Committee shall serve two (2) year terms and shall continue to serve until their successors have been appointed, except that the initial Committee members' service appointments shall be two (2) members for two (2) year terms and one (1) member for a one (1) year term.

Section C. Meetings.

- (a) Meetings of the Committee shall be set by any two members or upon the request of the Mayor.

Section D. Duties

- (a) The Committee shall confer with and make recommendations to the City Commission relating to such plans and conduct programs of education for the effective carrying out long-term development plans, including soliciting and obtaining input from City residents and other local stakeholders.

Section E. No Authority to Expend City Funds or to Order Work Done

- (a) The Committee shall have no authority to expend City funds, nor to order any work done on its own authority. The Committee is an advisory body only with no final decision-making authority.

**SECTION 4.** This Resolution shall be cumulative of all provisions of resolutions of the City of Starbase, Texas, except where the provisions of this Resolution are in direct conflict with the provisions of such resolutions, in which event the conflicting provisions of such resolutions are hereby repealed.

**SECTION 5.** It is hereby declared to be the intention of the City Commission that the phrases, clauses, sentences, paragraphs, and sections of this Resolution are severable, and if any phrase, clause sentence, paragraph or section of this Resolution shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Resolution, since the same would have been enacted by the City Commission without the incorporation in this Resolution of any such unconstitutional phrase, clause, sentence, paragraph or section.

**SECTION 6.** Starbase's Code of Ordinances shall remain in full force and effect and is not in any way altered, amended, superseded, or changed by this Resolution.

**SECTION 7.** It is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public as required by law, and that public notice of the time, place, and purpose of said meeting was given, all as required by Article 551.041, Texas Government Code.

**SECTION 8.** This Resolution shall be in full force and effect from and after its passage.

**PASSED AND APPROVED BY** the City Commission of the City of Starbase, Texas, on this the 29<sup>th</sup> day of May, 2025.

CITY OF STARBASE

\_\_\_\_\_  
Bobby Peden, Mayor

ATTEST:

\_\_\_\_\_  
Caroline Cole, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Wm. Andrew Messer, City Attorney

# **S T A R B A S E**

## **CITY COMMISSION AGENDA MEMO**

**TO: Mayor and City Commission**

**FROM: City Administrator**

**ITEM: Appointing City Clerk as Public Information Officer and Approving Methods for Submission of Public Information Requests**

### **SUMMARY**

The city is anticipating requests for public information and the Texas Public Information Act provides for the City to identify an officer for public information and creation of methods of submission of requests from the public.

### **BACKGROUND**

The Texas Government Code Chapter 552 provides the necessary procedures for the requests for public information and allows for the appointment of a public information officer to serve as the point of contact for members of the public that request public information and the approval of methods of submission of public information requests.

### **STAFF RECOMMENDATIONS**

It is recommended that the City Commission approve the attached resolution appointing the city clerk as the public information officer and approves the methods of submission of public information requests.

Suggested Motion: “to approve the resolution appointing the City Clerk as the Public Information Office and approving the methods for submission of public information requests to the city.”

### **ATTACHMENTS**

Resolution Appointing City Clerk as Public Information Officer and Approving Methods for Submitting Public Information Requests.

**CITY OF STARBASE, TEXAS**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF STARBASE, TEXAS, APPOINTING THE CITY CLERK AS THE PUBLIC INFORMATION OFFICER FOR THE CITY AND APPROVING THE METHODS OF SUBMISSION OF PUBLIC INFORMATION REQUESTS TO THE CITY; PROVIDING FOR THE INCORPORATION OF PREMISES, SEVERABILITY, AND REPEALER; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Chapter 552 of the Texas Government Code provides the statutory procedures associated with the release of public information, provides for exceptions to the mandatory disclosure of certain information held by governmental entities, and identifies an “officer for public information”; and

**WHEREAS**, the City Commission of the City of Starbase, Texas (the “City”) desires to appoint the City Clerk as the Public Information Officer to serve as the point of contact for members of the public in requesting disclosure of public records, to oversee the City’s compliance with the public information act, and to serve as the City’s “officer for public information” as provided in Chapter 552 of the Texas Government Code; and

**WHEREAS**, Section 552.234(a)(4) of the Texas Government Code permits the City to identify the appropriate methods for the submission of public information requests to the City; and

**WHEREAS**, the City Commission desires to approve the following methods for submission of public information requests to the City: 1) United States mail; 2) electronic mail sent to the Public Information Officer; 3) hand delivery to the Public Information Officer; and 4) electronic submission through the City’s website.

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

**SECTION 1. Recitals.** The City Commission finds all of the above recitals to be true and correct and incorporates the same in this Resolution as findings of fact.

**SECTION 2. Public Information Officer.** The City Commission hereby appoints the City Clerk as the Public Information Officer for the City of Starbase. The responsibility of the Public Information Officer is to serve as the point of contact for members of the public in requesting disclosure of public records and to oversee the City’s compliance with the public information act.

**SECTION 3. Methods of Submission of Public Information Requests.** The City Commission hereby approves the following methods for the submission of public information requests to the City: 1) United States mail; 2) electronic mail sent to the Public Information Officer; 3) hand delivery to the Public Information Officer; and 4) electronic submission through the City’s website.

**SECTION 4. Severability.** It is hereby declared to be the intention of the City Commission that the sections, paragraphs, sentences, clauses and phrases of this Resolution are severable, and if any phrase, clause, sentence, paragraph or section of this Resolution shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Resolution, since the same would have been enacted by the City Commission without the incorporation in this Resolution of any such unconstitutional phrase, clause, sentence, paragraph or section.

**SECTION 5. Repealer.** This Resolution shall be cumulative of all provisions of all resolutions of the City of Starbase, affecting public information, as amended, and shall not repeal any of the provisions of such resolutions, except in those instances where provisions of such resolutions are in direct conflict with the provisions of this Resolution.

**SECTION 6. Effective Date.** This Resolution shall become effective immediately upon its passage.

**PASSED AND APPROVED** this 29th day of May 2025.

CITY OF STARBASE, TEXAS

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Bobby Peden, Mayor

ATTEST:

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Caroline Cole, City Clerk

APPROVED AS TO FORM:

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Wm. Andrew Messer, City Attorney

# **S T A R B A S E**

## **CITY COMMISSION AGENDA MEMO**

**TO: Mayor and City Commission**

**FROM: City Administrator**

**ITEM: Declaring Starbase has 501 or more inhabitants and Declaring Starbase has same Authority as a Type “A” General Law City**

### **SUMMARY**

The City of Starbase pursuant to Texas Local Government Code declares there are 501 inhabitants within the City Limits and has same authority as a Type “A” general law city.

### **BACKGROUND**

Prior to the incorporation election a population count was completed and indicated more than 501 residents live within the boundaries of the newly created City of Starbase. Now that the municipal incorporation has been approved by local voters, the City Commission declares that the City has more than 501 inhabitants, the population requirements have been met, and the City has the same authority and is subject to the same duties as a Type “A” General Law City.

### **STAFF RECOMMENDATIONS**

It is recommended that the Commission declare the number of inhabitants and declare the City has the same authority as a Type “A” General Law City.

Suggested Motion: “I move to adopt a resolution declaring that the City of Starbase has 501 or more inhabitants and the City has the same authority and is subject to the same duties as a Type ‘A’ General Law City.”

### **ATTACHMENTS**

Resolution Declaring that the City of Starbase has 501 or More Inhabitants and Declaring the City has the Same Authority as a Type “A” General Law City

**CITY OF STARBASE, TEXAS**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE OF THE CITY OF STARBASE, TEXAS  
DECLARING THE CITY HAS 501 OR MORE INHABITANTS AND  
DECLARING THE CITY HAS THE SAME AUTHORITY AND IS  
SUBJECT TO THE SAME DUTIES AS A TYPE “A” GENERAL LAW  
MUNICIPALITY; AND PROVIDING FOR RELATED MATTERS; AND  
PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Starbase, Texas (“City”) is a Type C general law municipality located in Cameron County, Texas created in accordance with the provisions of Chapter 8 of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

**WHEREAS**, the City of Starbase, Texas (“City”) has determined and declares the City has 501 or more inhabitants of the City; and

**WHEREAS**, the City Commission declares in accordance with Texas Local Government Code Section 51.051 that the City of Starbase a Type “C” General Law municipality, has 501 or more inhabitants, and has the same authority and is subject to the same duties as a Type “A” General Law municipality unless the authority or duties conflict with a provision of this code relating specifically to a Type C general-law municipality.

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

**SECTION 1. Recitals.** The City Commission finds all the above recitals to be true and correct and incorporates the same in this Resolution as findings of fact.

**SECTION 2.** The City Commission declares the City of Starbase, Texas a Type “C” municipality has 501 or more inhabitants in the municipality, and in accordance with Texas Local Government Code Section 51.051 the City of Starbase, and has the same authority and is subject to the same duties as a Type “A” General Law municipality unless the authority or duties conflict with a provision of this code relating specifically to a Type C general-law municipality.

**SECTION 3.** This Resolution shall take effect immediately upon passage.

*[Remainder of page intentionally left blank]*

**PASSED AND APPROVED** this 29<sup>th</sup> day of May 2025.

CITY OF STARBASE, TEXAS

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Bobby Peden, Mayor

ATTEST:

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Caroline Cole, City Clerk

APPROVED AS TO FORM:

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Wm. Andrew Messer, City Attorney

# **S T A R B A S E**

## **CITY COMMISSION AGENDA MEMO**

**TO: Mayor and City Commission**

**FROM: City Administrator**

**ITEM: Requiring Survey of City Boundaries**

### **SUMMARY**

With the recent voter approval of the incorporation of the City of Starbase, Texas Local Government Code Chapter 41 requires preparation of a formal survey of the City to set out the official boundaries of the City.

### **BACKGROUND**

The City has contracted with SAMES, an engineering firm, to prepare this survey of the city boundaries based on the boundaries designated in the petition for incorporation. The survey will be presented to the City Commission at your May 28 meeting for approval. Upon approved, the survey will be included in the Commission minutes and filed in the Cameron County real property records.

### **STAFF RECOMMENDATIONS**

It is recommended that the City Commission approve the attached ordinance to allow the city to proceed with preparing the required survey of city boundaries.

Suggested Motion: "I move to approve the ordinance requiring the preparation of an official survey of the City Limit boundaries."

### **ATTACHMENTS**

Ordinance requiring survey of the boundaries of the municipality

**CITY OF STARBASE, TEXAS**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF STARBASE, TEXAS, REQUIRING A SURVEY OF THE BOUNDARIES OF THE MUNICIPALITY; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; PROVIDING FOR ENGROSSMENT AND ENROLLMENT OF THIS ORDINANCE; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.**

**WHEREAS**, An election was held on May 3, 2025, and the City Commission members were newly elected establishing a new governing body; and

**WHEREAS**, the City of Starbase, Texas (the “City”), is a Type C general law municipality, incorporated pursuant to Chapter 8 of the Texas Local Government Code; and

**WHEREAS**, the Texas Local Government Code Section 41.002 (a) requires immediately after the members of the governing body of a newly incorporated general-law municipality qualify for office, the governing body shall adopt an ordinance requiring a survey of the boundaries of the municipality to be made.

**WHEREAS**, the Texas Local Government Code Section 41.002 (b) requires that the survey must be based on the boundaries designated in the petition for incorporation. The field notes of the survey must be recorded in the minutes of the municipality and in the deed records of the county in which the municipality is located.

**WHEREAS**, after due deliberation and consideration, the City Commission has determined that this Ordinance should be adopted, and that such Ordinance is in the best interest of the public health, safety, and welfare of the citizens of the City.

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

**SECTION 1. Incorporation of Premises.** The premises set forth above are incorporated herein as if set forth verbatim.

**SECTION 2.** The City Commission hereby determines a survey of the boundaries of the City of Starbase, Texas shall be made and the survey must be based on the boundaries designated in the petition for incorporation of the City of Starbase, Texas and the field notes of the survey shall be recorded in the minutes of the municipality and in the deed records of Cameroun County, Texas.

**SECTION 3. Severability.** It is hereby declared to be the intention of the Board of Commissioners that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction,

such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the Board of Commissioners without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

**SECTION 4. Repealer.** This Ordinance shall be cumulative of all provisions of all ordinances of the City of Starbase, as amended, and shall not repeal any of the provisions of such ordinances, except in those instances where provisions of such ordinances are in direct conflict with the provisions of this Ordinance.

**SECTION 5. Engrossment/Enrollment.** The City Clerk is hereby directed to enroll and engross this Ordinance by copying the exact Caption and Effective Date clause in the minutes of the Board of Commissioners and by filing this Ordinance in the records of the City.

**SECTION 6. Publication.** The City Clerk is hereby directed to publish the caption, penalty clause, and effective date of this Ordinance as provided by law.

**SECTION 7. Effective Date.** This Ordinance shall become effective upon its passage and publication as required by law, and it is so ordained.

**PASSED AND APPROVED** by the City Commission of the City of Starbase, Texas, on this 29th day of May 2025.

CITY OF STARBASE, TEXAS

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Bobby Peden, Mayor

ATTEST:

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Caroline Cole, City Clerk

APPROVED AS TO FORM:

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Wm. Andrew Messer, City Attorney

# **S T A R B A S E**

## **CITY COMMISSION AGENDA MEMO**

**TO: Mayor and City Commission**  
**FROM: City Administrator**

**ITEM: License Agreement with SpaceX for the provision of meeting space and equipment**

### **SUMMARY**

The City of Starbase and Space Exploration Technologies, Corp. have agreed SpaceX will provide a license to utilize SpaceX facilities for the purpose of holding city commission meetings.

### **BACKGROUND**

The newly created city of Starbase has no municipally owned facilities and therefore SpaceX has agreed to provide Starbase the facility and necessary equipment to hold public meetings on their premises pursuant to a license agreement. The license agreement entails the necessary equipment to allow Starbase to function as a municipality for a term of three years and to hold public meetings.

### **STAFF RECOMMENDATIONS**

It is recommended that the license agreement for the use of SpaceX facilities and equipment between Starbase and SpaceX be approved.

Suggested Motion: "I move to approve the license agreement for use of SpaceX facilities and equipment between Starbase and SpaceX and authorize execution of the agreement."

### **ATTACHMENTS**

License Agreement between Starbase and SpaceX

## **LICENSE AGREEMENT**

This License Agreement (this “**Agreement**”) is made and executed effective this 29<sup>th</sup> day of May, 2025, by and between THE CITY OF STARBASE, a municipal entity organized under the laws of the State of Texas (the “**Licensee**” or “**City**”) and SPACE EXPLORATION TECHNOLOGIES CORP., a Texas corporation (“**SpaceX**”).

### **RECITALS**

WHEREAS, SpaceX owns and operates buildings located at the SpaceX Starbase rocket manufacturing and launch facility located at 1 Rocket Road in Brownsville, Cameron County, Texas 78521, including the Recreational Center (commonly known as the “HUB”) located at 39046 LBJ Blvd Unit 02, Brownsville, TX 78521 (the “**Building**”); and

WHEREAS, Licensee has requested permission from SpaceX to use the Building, the shared work space and offices (the “**Premises**”) and related furniture and equipment for meetings related to official City business on a per diem basis, estimated to be approximately two or three times per month, and SpaceX desires to license the Premises to Licensee for such purpose.

### **AGREEMENT**

NOW, THEREFORE, the parties agree to the following:

1. Granting of License. SpaceX hereby grants a non-exclusive, revocable license to the Licensee to use the Premises for the purpose of holding meetings with at least 72 hours prior written notice to SpaceX. Licensee’s use shall be limited to the designated Premises and shall not interfere with SpaceX’s normal business operations. Licensee shall not make any alterations or modifications to or in the Premises without prior written approval from SpaceX. SpaceX specifically reserves unto itself, its employees, guests, agents, representatives, and contractors, the right to access and use the Building and Premises at any and all times.

2. Term. The initial term of this license shall be for three (3) years, and thereafter automatically renewing for successive one (1) year terms. SpaceX may terminate this license at any time by giving Licensee at least one (1) months’ prior written notice.

3. Rent. In consideration for the granting of this license, Licensee shall pay SpaceX a fee of \$100 per month (“**Rent**”). However, the first Rent payment of \$216.13 shall be paid on or before July 8, 2025. Beginning on August 1, 2025, the Rent shall be paid on or before the first (1<sup>st</sup>) day of each month. Licensee reserves the right to pay Rent in advance, and in the event this license is terminated prior to the accrual of any prepaid Rent, such amounts shall be returned by SpaceX to Licensee upon termination of this license.

4. Indemnity. Except in an event caused by SpaceX’s own negligence or willful misconduct, and to the extent allowed by the Texas Constitution and other law, Licensee agrees to release, indemnify, defend, and hold harmless SpaceX, its officers, employees, and agents harmless from

any and all liabilities, claims, demands, losses, lawsuits, judgments, costs, expenses and/or causes of action whatsoever, including attorney fees, arising, either directly or indirectly, from or out of by the use of the Premises by Licensee or its employees, agents, or invitees (collectively, the “**Licensee Parties**”). Notwithstanding the foregoing, SpaceX shall not be liable for any injury, loss, or damage sustained by the Licensee Parties while using the Premises, except if caused by SpaceX’s own negligence or willful misconduct.

EXCEPT IN AN EVENT CAUSED BY LICENSEE’S OWN NEGLIGENCE OR WILLFUL MISCONDUCT, SPACEX SHALL AND DOES AGREE TO RELEASE, INDEMNIFY, PROTECT, DEFEND AND HOLD HARMLESS LICENSEE AND LICENSEE’S EMPLOYEES, REPRESENTATIVES, CONTRACTORS, OFFICERS, OFFICIALS, AND AGENTS (COLLECTIVELY, “INDEMNITEES”) FOR, FROM AND AGAINST ANY AND ALL THIRD-PARTY CLAIMS, LIABILITIES, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, COURT COSTS, ATTORNEYS’ FEES AND COSTS OF INVESTIGATION), OF ANY NATURE, KIND OR DESCRIPTION ARISING OR ALLEGED TO ARISE BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY (1) RELATING TO THE CONDITION OF THE REAL PROPERTY WHICH IS THE SUBJECT OF THIS LICENSE BY LICENSEE, ITS EMPLOYEES, PATRONS, AGENTS, INVITEES, CONTRACTORS, VOLUNTEERS, AND REPRESENTATIVES, OR (2) BY REASON OF ANY OTHER CLAIM WHATSOEVER OF ANY PERSON OR PARTY OCCASIONED OR ALLEGED TO BE OCCASIONED IN WHOLE OR IN PART BY ANY ACT OR OMISSION ON THE PART OF SPACEX’S INVITEES, LICENSEES, EMPLOYEES, DIRECTORS, OFFICERS, SERVANTS, VOLUNTEERS, OR CONTRACTORS, OR ANYONE SPACEX CONTROLS OR EXERCISES CONTROL OVER OR (3) BY ANY BREACH, VIOLATION, OR NONPERFORMANCE OF ANY COVENANT OF SPACEX UNDER THIS LICENSE. THIS PROVISION SHALL SURVIVE TERMINATION OF THE LEASE. THE PARTIES STIPULATE AND AGREE THAT THIS INDEMNITY CLAUSE COMPLIES WITH TEXAS LAW, INCLUDING CONSPICUITY, AND IS FULLY ENFORCEABLE.

5. Use of Equipment. SpaceX shall provide the equipment set forth on Exhibit A attached hereto (collectively, the “**Equipment**”) for use by Licensee during its use of the Premises. Licensee shall promptly notify SpaceX of any malfunctioning or damaged Equipment. Licensee shall use the Equipment solely for the intended purposes and shall not modify or remove any Equipment which is the property of SpaceX from the Premises. Licensee shall exercise reasonable care in using the Equipment and shall be responsible for any damages beyond normal wear and tear.

6. Maintenance and Repairs. Licensee shall leave the Premises in a clean and orderly condition after each meeting. Any damage to the Premises caused by Licensee shall be repaired by Licensee at its sole cost and expense.

7. Compliance with Laws. Licensee shall comply with all applicable federal, state, and local laws, including but not limited to, building occupancy, fire safety, and accessibility requirements.

8. Default. If Licensee fails to pay fees or otherwise breaches this Agreement, SpaceX may terminate this Agreement and pursue any and all remedies available to it at law or in equity. In the event of termination for default, Licensee shall remain responsible for any outstanding payments or damages incurred prior to the date of termination.

9. Notice. Any notice or other communication (“**Notice**”) required under this license shall be (a) in writing and (b) deemed to have been given (i) when delivered in person, (ii) sent by certified or registered mail, postage prepaid, return receipt requested, (iii) sent by private overnight courier service, or (iv) sent by electronic document transmission (email) as follows:

SPACEX Address:  
SPACE EXPLORATION  
TECHNOLOGIES CORP.  
Attn: Real Estate Department  
1 Rocket Road  
Brownsville, TX 78521

Licensee’s Address:  
City of Starbase  
Attn: City Administrator  
39046 L B J BLVD UNIT 02  
Brownsville, TX 78521  
E-Mail: [kent.myers@cityofstarbase-texas.com](mailto:kent.myers@cityofstarbase-texas.com)

RealEstate@SpaceX.com;  
StarbaseLegal@SpaceX.com

With Copy to Licensee’s Attorney:  
Messer Fort PLLC  
Attn: Andy Messer  
6371 Preston Road Suite 200  
Frisco, Texas 75034  
Tel. (972) 668-6400  
[Andy@txmunicipallaw.com](mailto:Andy@txmunicipallaw.com)

Or such other address as may, from time to time, be designated by Notice from either party to the other.

10. Entire Agreement and Modification. This Agreement supersedes all prior agreements between the parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. This Agreement may not be amended except by a written agreement executed by the Party to be charged with the amendment.

*[remainder of page intentionally blank]*

This Agreement is effective as of the date first set forth above.

**SPACE EXPLORATION  
TECHNOLOGIES CORP.,**  
a Texas corporation

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

**THE CITY OF STARBASE,**  
a municipal entity organized under  
the laws of the State of Texas

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

**EXHIBIT A**  
**EQUIPMENT**

- Seven microphones, including power source and cables, for:
  - Mayor / Commissioners
  - City Administrator
  - City Clerk
  - City Attorney (we sometimes share microphones with staff, so this could be eliminated if able)
  - Podium for public comment or presentations
- Tables and seating for:
  - Commission dais
  - Staff (City Administrator, City Clerk and City Attorney)
  - Entry table holding printed agenda copies, public comment sign in sheet, etc.
- Seating for public meeting attendees
- TV screen, including power source and cables, to display PowerPoint presentations
- Speaker podium
- Meeting audio recording device that connects with all microphones, including power source and cables
- Gavel
- Post markings for a media camera designated area. Cameras to be positioned at the back of the room. Reporters and other individuals without equipment can sit in the audience with everyone else, unless it is decided to give them a specific seating area too.
- Concealed and open carry sign
- Mailbox #50 located at 39046 L B J Blvd Unit 02, Brownsville, Texas 78521
- Ad hoc storage as necessary and appropriate for the amount and quality of items stored
- Bulletin board located on the exterior of the Building and a designated interior space, for the purpose of posting public notices

# **S T A R B A S E**

## **CITY COMMISSION AGENDA MEMO**

**TO: Mayor and City Commission**

**FROM: City Administrator**

**ITEM: Adoption of Official City Website, Municipal Logo, and City Flag**

### **SUMMARY**

Based upon interest from residents, the City Commission may officially adopt the city's official website, city logo and the city flag.

### **BACKGROUND**

Residents have recently offered their ideas and suggestions on the design of the city website, city logo and city flag. All three of these items are important for establishing a consistent and professional image for the City. The city website will enable the City to inform and interact with the public. Based upon recent resident input, the Commission may want to move forward with a resolution officially designating these items.

### **STAFF RECOMMENDATIONS**

Staff recommends approval of the official city website, logo, and flag.

Suggested motion: "I move to approve the resolution designating the official city website and adoption of a city logo and flag."

### **ATTACHMENTS**

Resolution Adopting Official City Website, Official Municipal Logo, and Flag

**CITY OF STARBASE, TEXAS**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STARBASE, TEXAS ADOPTING AN OFFICIAL CITY WEBSITE ACCESSIBLE AT A SPECIFIC URL ADDRESS; ADOPTING THE OFFICIAL MUNICIPAL LOGO; AND ADOPTING AN OFFICIAL CITY OF STARBASE TEXAS FLAG; PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Starbase, Texas (“City”) is a Type C General Law municipality, and is subject to the laws of the State of Texas as they apply to general law municipalities; and

**WHEREAS**, the City Commission of the City of Starbase (the “City Commission”) wishes to adopt an official city website such that the public may have notice of the website utilized by the City to inform and interact with the public; and

**WHEREAS**, the City Commission wishes to adopt an official municipal logo for the City of Starbase, Texas;

**WHEREAS**, the City Commission hereby wishes to adopt an official flag for the City to better represent the community.

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

**SECTION 1. Recitals.** The City Commission finds all the above recitals to be true and correct and incorporates the same in this Resolution as findings of fact.

**SECTION 2. Website.** The City Commission hereby adopts an official website as the City’s official internet website which will be located an accessible at the URL address “cityofstarbase-texas.com”.

**SECTION 3. Logo.** The City Commission hereby adopts the official City of Starbase, Texas, logo which logo is illustrated on the attached and incorporated Exhibit “A”.

**SECTION 4. Flag.** The City Commission hereby adopts an official City of Starbase, Texas, flag which shall include the city logo on the flag.

**SECTION 5.** This Resolution shall take effect immediately upon passage.

PASSED AND APPROVED this 29<sup>th</sup> day of May 2025.

CITY OF STARBASE, TEXAS

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Bobby Peden, Mayor

ATTEST:

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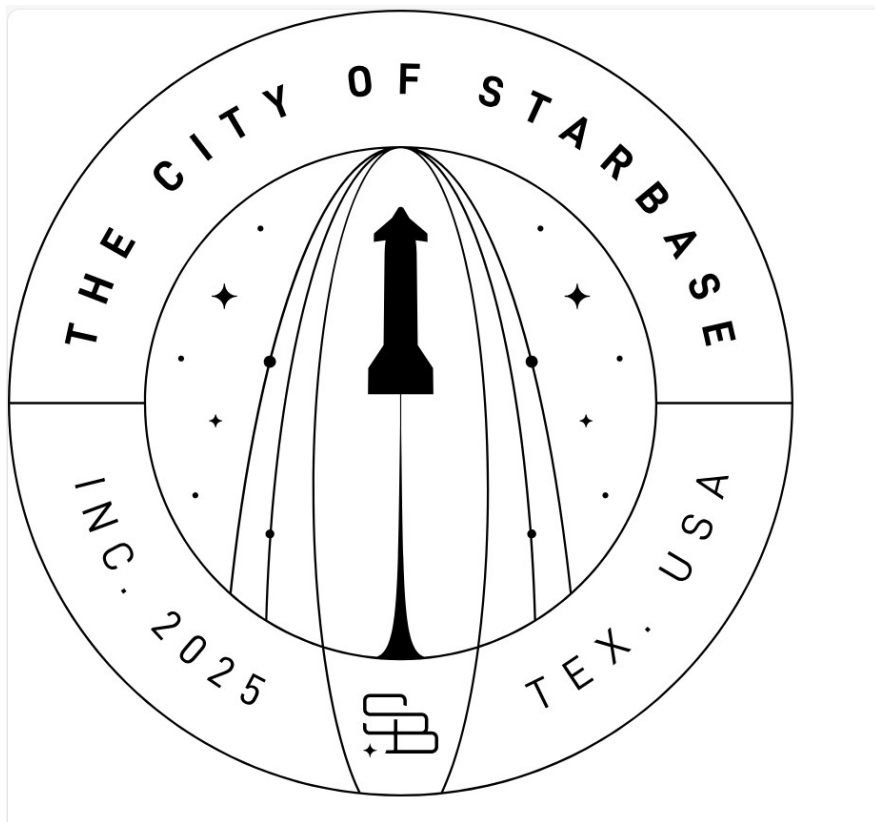
Caroline Cole, City Clerk

APPROVED AS TO FORM:

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Wm. Andrew Messer, City Attorney

Exhibit A  
City of Starbase Logo



And

**S T A R B A S E**