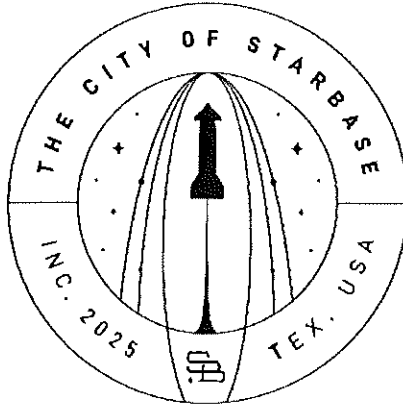




City of Starbase
Notice of City Commission Meeting
39046 L B J Boulevard
Brownsville, TX 78521
Wednesday, September 17, 2025
7:00 PM

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.

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.*

**City of Starbase
City Commission Meeting Agenda
Wednesday, September 17, 2025**

A. Call to Order and Quorum Determination

B. Pledge of Allegiance

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

D. Consent Agenda

1. Action on an interlocal agreement with Cameron County for the provision of jail services.
2. Action on an Interlocal Governmental Agreement for Tax Assessment and Collection with Cameron County for the collection of ad valorem taxes on behalf of the City of Starbase.
3. Discussion and action regarding a resolution requesting the Cameron County Commissioners' Court to allow the City of Starbase to establish and administer a dune protection line within its corporate limits and extraterritorial jurisdiction.

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

1. Discuss, conduct a public hearing and act on an ordinance adopting the City of Starbase Dune Protection and Beach Access Plan for areas within the City's corporate limits and extraterritorial jurisdiction; establishing a Dune Protection Line; and conducting an educational meeting on the City's Erosion Response Plan adopted with the Dune Protection and Beach Access Plan.

F. Regular Session

1. Discussion and action on an ordinance updating the official city map.
2. Discussion and action on an ordinance authorizing the issuance and sale of \$1,026,000.00 City of Starbase, Texas, 2025B Tax Note, levying an annual ad valorem tax for payment of said note, authorizing execution of a purchase agreement, providing an effective date, and enacting other provisions relating to the subject.
3. Discussion regarding the August 2025 Financial Report summarizing financial transaction through August 31, 2025.
4. Discussion and action on an agreement with Clear Career Professionals to provide Assistant to the City Clerk / Municipal Court Clerk services.

G. Commission/City Manager Update

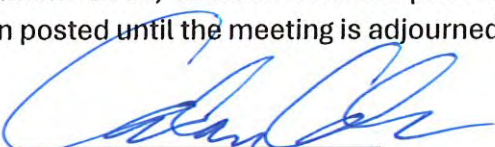
1. Items of Community Interest: Pursuant To Texas Government Code Section 551.0415 The Mayor, Commission And City Manager May Report On The Following Items: (1) Expression Of Thanks, Congratulations Or Condolences; (2) Information Regarding Holiday Schedules; (3) Recognition Of Individuals; (4) Reminders About Upcoming City Commission Events; (5) Information Regarding Community Events; (6) Announcements Involving Imminent Threat To Public Health And Safety.
2. City Administrator Report
 - a. Building Permits: the number applied for and approved since last report.
 - b. City of Starbase addresses
3. Future agenda item requests – no discussion or action may be taken by the Commission on future agenda item requests.

H. 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: 10 September 2025

S T A R B A S E

CITY COMMISSION AGENDA MEMO

TO: Mayor and City Commission

FROM: City Administrator

MEETING DATE: September 17, 2025

ITEM: Interlocal Agreement (ILA) with Cameron County for Jail Services

SUMMARY

The city proposes to enter into an agreement with Cameron County for jail services at a rate of \$100 per day.

BACKGROUND

Cameron County deputies will be serving Class C warrants in the City of Starbase in accordance with the new interlocal agreement between the County and the City for law enforcement services. Therefore, a jail facility in proximity to the city will be needed in case individuals need to be detained for these violations.

If the attached agreement is approved, the city will be charged \$100 per day for jail services. This is comparable to fees charged by other counties that provide these services. Funds are included in the FY 2026 Budget to cover these costs.

STAFF RECOMMENDATIONS

It is recommended that the ILA for jail services with Cameron County be approved.

Suggested Motion: "it is moved that the attached jail services agreement with Cameron County for jail services be approved"

ATTACHMENTS

Jail Service Agreement

Contract No. 2025C08400

Interlocal Jail Services Agreement

This agreement is entered into on the ____ day of _____, 2025, by and between the City of Starbase ("City") and Cameron County, Texas ("County"). Both are political subdivisions of the State of Texas.

Recitals

1. The County operates the Cameron County Detention Facilities, including the Minimum Security facility, (the "Detention Center," "County Jail," or "Jail") under chapter 351 of the Local Government Code and part 9 of title 37 of the Texas Administrative Code.
2. The County generally operates the County Jail for the confinement of persons accused or convicted of a violation of state law. *See* Code of Crim. Proc., arts. 2A.063-064. But the Sheriff may also accept custody of persons accused of class C misdemeanors. *See* Tex. Att'y Gen. Op. No. JM-0151 (1984).

The City desires to obtain certain jail services from the County to be performed for the City to ensure the confinement of persons accused or convicted of a class C misdemeanor or other violation of a municipal ordinance.

Therefore, under the authority of the Interlocal Cooperation Act, Chapter 791, Texas Government Code, the parties agree as follows:

Section 1. Definitions

1.01 Jail Services

The term "jail services" means all services legally necessary to provide for the confinement in the County Jail of persons accused or convicted of an offense.

Section 2. Term

2.01 Term

The term of this agreement shall commence on October 1, 2025, and shall continue in full force and effect through September 30, 2030. This agreement may be renewed for additional two (2) year periods at the rates established and agreed upon by both parties each renewal year.

2.02 Termination

A party may terminate this Agreement for any reason, or for no reason at all, by giving 90 days written notice to the other party.

Section 3. Services

3.01 Services

The County agrees to provide to City jail services necessary for the confinement of persons accused or convicted of an offense, subject to the availability of space at the County jail at the time the City requests jail services. Space will be unavailable when the County Jail is filled to 100% of its capacity and unable to accept additional inmates.

The Jail Administrator, as designated by County, may determine when the County Jail is filled to 100% capacity and unable to accept additional inmates. The Jail Administrator will consider the jail's population, expected incoming inmates (*e.g.*, under other jail-services agreements), expected releases, the gender and security-classification mix of the inmate population, inmates' health restrictions, space or cells needed to house and care for problematic or vulnerable inmates, and state law, including the rules and regulations of the Texas Commission on Jail Standards when determining the Jail's capacity. At times, particular pods or cells may be unavailable for some reason, such as maintenance, which shall be considered in determining whether the County Jail is filled to 100% of its capacity.

3.02 Lawful Arrest and Detention

During the term of this Agreement, the City will utilize contracted Cameron County Deputy Sheriff Officers to provide law enforcement to its citizens. Such officers will be responsible for pre-detention arrest and processes.

The City recognizes that law enforcement officers have independent judgment to determine when and if, pursuant to the Texas Code of Criminal Procedure and the Texas Penal Code, an individual be will detained and arrested. Furthermore, the City acknowledges that it or its agents, representatives, elected officials, management, or anyone acting on the behalf of Starbase, Texas **do not** have the legal authority to direct law enforcement officers to arrest an individual. This decision is solely within the discretion of the law enforcement officers and as allowed by law.

3.03 Persons Accepted

- (1) The Detention Facility will accept persons arrested via a Class C warrant, if the detainee is presented by a Peace Officer with the original warrant, a certified, facsimile, or similarly reliable copy of a valid arrest warrant, or if the jail staff receives a teletype or email confirmation of the warrant.
- (2) The Detention Facility will allow any Peace Officer to execute any Class C warrant on any detainee in the facility's custody, if the warrant is an original, certified, facsimile, or similarly reliable copy of a valid arrest warrant, or if the jail staff receives teletype or email confirmation of the warrant.
- (3) The Detention Facility will accept all on-view or warrantless arrests of Class C violators. An arresting officer must provide the Detention Facility with (i) the time of arrest and (ii) a properly completed and signed probable-cause affidavit for each

person arrested (for compliance with art. 17.033(a) of the Code of Criminal Procedure). Alternatively, an arresting officer must provide an original, certified, facsimile, or similarly reliable copy or confirmation of a magistrate's determination that probable cause exists to believe the arrestee committed the offense as required by art. 17.033(a) of the Code of Criminal Procedure.

- (4) When a defendant has been convicted of a Class C misdemeanor, a Judgment & Sentence is entered against the defendant under art. 45A.251 of the Code of Criminal Procedure. If the defendant defaults in the discharge of the judgment, a Judge may order the defendant confined in a jail. The Detention Facility will accept defendants on such jail commitments only if they are accompanied by a certified copy of the Judgment, Sentence and Order that complies with art. 45A.261 of the Code of Criminal Procedure, and that states in part:
- a. "the defendant is not indigent and the defendant has failed in good faith to discharge the fines and costs" or
 - b. "the defendant is indigent and has failed to make a good faith effort to discharge the fine and costs under Article 45.049; and could have discharged the fine and costs under Article 45.049 without experiencing any undue hardship."

Section 4. Non-Exclusivity of Service Provision

The County may contract to perform services similar or identical to those specified in this Agreement for other municipalities, utility districts, or governmental entities as the County, in its sole discretion, sees fit.

Section 5. Compensation

5.01 Basic Charge

The City will pay the County a Basic Charge of \$100.00 per day or part of a day per inmate that the City requests be confined on the City's charges and who is confined in the County Jail. This Basic Charge, along with Additional Charges under sections 5.02, will fairly compensate the County. *See* Tex. Gov't Code § 791.01 l(e). The daily rate may be renegotiated as necessary. Such price adjustment will become amendments to this Agreement.

5.02 Additional Charges

In addition to paying the Basic Charge, the City will reimburse the County for expenses associated with providing jail services to inmates held on the City's charges (the "City's inmates"). The City will reimburse the County for providing health-care services, including ambulance, medical, hospital, dental, and psychiatric or psychological services to the City's inmates. Where reasonable and consistent with the County's legal obligations to care for inmates, including providing them with first aid and emergency and non-emergency medical care and care and monitoring for an at-risk inmate, the County will take reasonable steps to confer with the City* about the reasonably

foreseeable costs of maintaining the City's inmates in the Detention Center before incurring an undue balance of such costs.

*For these conference purposes, "the City" means an officer with sufficient authority to make binding decisions about an inmate's care or whether to issue a personal recognizance bond with respect to an inmate.

City acknowledges that as part of the Sandra Bland Act, the legislature directed the Texas Commission on Jail Standards to adopt rules and procedures with regard to a county jail providing access to a mental-health professional through a telemental health service 24 hours a day, access to a health professional at the jail or through a telehealth service 24 hours a day, or, if a health professional is unavailable at the jail or through a telehealth service, provide for the City's inmate to be transported to access a health professional. *See* Sandra Bland Act, S.B. 1849 (2017), 85th Reg. Sess., § 3.05 (now codified at Gov't Code § 511.009(a)(19)); *id.* § 3.10 (requiring the Commission to adopt rules and procedures under § 511.009(23) no later than Sept. 1, 2018, and requiring a county jail to comply with such rules and procedures on and after September 1, 2020).

5.03 Billing

The County will bill the City monthly for jail services. The City will pay the bills under Chapter 2251 of the Government Code, including interest on payments that are not timely made as provided therein.

5.04 Cost of Additional Charges

The County will charge the City for services under section 5.02 of this Agreement at the cost to the County of providing those services to the inmates. The County will provide reasonable documentation or other support of such charges upon the City's request.

5.05 Source of Payment

The City will make all payments required under this Agreement from current revenues available to the City. *See* Tex. Gov't Code § 791.011(d)(3).

Section 7. Procedures

7.01 Delivery and Release of Inmates

The City agrees to comply with all County rules and procedures regarding jail security in delivering inmates to the Cameron County Jail and receiving inmates to be released.

7.02 Removal on Termination

The City agrees to remove all persons confined on the City's behalf in the Camerons County Jail pursuant to this Agreement at least one day before the date of this Agreement's termination.

Section 8. Amendment

This Agreement will not be amended or modified other than in a written agreement signed by the parties. No party will try to enforce a purported amendment that is not written and properly approved by each party's governing body under section 791.011(d) of the Government Code.

Section 9. Controlling Law

Texas law will govern this Agreement and the parties' claims and defenses arising out of, or related to, their relationship and performances under this Agreement, regardless of a forum's choice-of-law rules. Venue for any dispute will be Cameron County District Court.

Section 10. Notices

10.01 Form of Notice

Unless otherwise specified, the parties will communicate under this Agreement in writing or by email. A party will send important communications, including communications under section 11, in writing and by certified mail to the liaisons in section 10.02.

10.02 Addresses

A party will address a communication to the other's address as follows:

(A) Cameron County, to:
Cameron County Judge Eddie Trevino, Jr.
1100 E. Monroe St.
Brownsville, Texas 78520

Cameron County Sheriff Manuel Trevino
7100 Old Alice Road
Olmito, Texas 78575

(B) If the City, to:
City Administrator, City of Starbase
39046 LBJ Blvd Unit #2
Brownsville, TX 78521

or to such person at such other address as may from time to time be specified in a notice given as provided in this section 10.

Section 11. Resolution of Disputes

Should a dispute arise out of this agreement, the County and the City will first attempt to resolve it through direct discussions in a spirit of mutual cooperation. If the Parties' attempts to resolve their disagreements through negotiations fail, the disputes will be mediated by a mutually acceptable third party to be chosen by the County and the City within fifteen days after written notice by one Party to the other demanding mediation under this section. The County and City will share equally in the costs of the mediation. This section's purpose is to

reasonably ensure that the County and the City will in good faith use mediation before pursuing litigation. A Party's participation in mediation will not be construed as a waiver by a Party of (1) any rights, privileges, defenses, remedies or immunities available to a Party; (2) a Party's termination rights; or (3) other termination provisions or expiration dates provided herein.

Section 12. Captions

The headings to the various sections of this Agreement have been inserted for convenient reference only and shall not modify, define, limit or expand the express provision of this Agreement.

Section 13. Counterparts

This Agreement may be executed in counterparts and may be photocopied. A party may use a complete counterpart or photocopy as if it were an original.

Section 14. Obligations of Condition

All obligations of each party under this Agreement are conditions to further performance of the other party's continued performance of its obligation under the Agreement.

Section 15. Exclusive Right to Enforce this Agreement

The County and the City have the exclusive right to bring suit to enforce this Agreement, and no other party may bring suit, as a third-party beneficiary or otherwise, to enforce this Agreement.

Section 16. Prior Agreements Superseded

This Agreement constitutes the sole and only agreement of the parties as to the matters set forth here.

In witness whereof, the parties hereto have executed this Agreement as of the day and year first above written.

Section 17. No Partnership or Agency

The Parties hereto have not created a partnership and nothing contained in this Agreement shall in any manner whatsoever constitute any Party the partner, agent or legal representative of the other Party, nor create any fiduciary relationship between them for any purpose whatsoever. No Party shall have any authority to act for, or to assume any obligations or responsibility on behalf of, the other party except as may be, from time to time, agreed upon in writing between the Parties or as otherwise expressly provided in this Agreement.

Section 18. Force Majeure

Force Majeure: No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results

from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

Cameron County, Texas

By: _____
Eddie Trevino, Jr., County Judge

Date: _____

City of Starbase, Texas

By: _____
Bobby Peden, Mayor

Date: _____

S T A R B A S E

CITY COMMISSION AGENDA MEMO

TO: Mayor and City Commission

FROM: City Administrator

MEETING DATE: September 17, 2025

ITEM: Interlocal Agreement (ILA) with Cameron County for Tax Collection Services

SUMMARY

An ILA with Cameron County is needed to allow their tax office to collect the City's property taxes.

BACKGROUND

The Cameron County Tax Office provides property tax collections for the taxing entities within the County. They have provided the attached standard ILA for the collection of property taxes for the City of Starbase.

STAFF RECOMMENDATIONS

It is recommended that the attached ILA with Cameron County be approved.

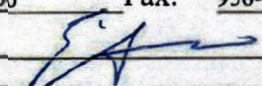
Suggested Motion: "approve an interlocal agreement between Cameron County and the City of Starbase for tax collection services."

ATTACHMENTS

ILA with Cameron County for tax collection services

Cameron County Commissioners' Court Agenda Request Form

4-L

Date: August 21, 2025 Meeting Date Request: September 2, 2025
 Deadline for Action: _____ Contact Person: Edelmiro "Eddie" Garcia Tax Assessor-Collector
 Department: Cameron County Tax Office Phone: 956-544-0800 Fax: 956-544-0808
 Department Head Name: Edelmiro "Eddie" Garcia Signature: 

Caption:

CONSIDERATION AND ACTION IN APPROVING AN INTER-LOCAL GOVERNMENTAL AGREEMENT WITH THE CITY OF STARBASE FOR THE COLLECTION OF AD-VALOREM TAXES BY THE CAMERON COUNTY TEXAS ASSESSOR-COLLECTOR IN ACCORDANCE WITH THE TEXAS PROPERTY TAX CODE SECTIONS 6.23, 6.24, AND 6.27 THAT SAID FEE BE ASSIGNED TO THE TAX ASSESSOR-COLLECTOR'S BUDGET FOR SAID PURPOSE, SUBJECT TO LEGAL REVIEW.

Background: *(Briefly summarize your request, if needed use separate sheet(s) or attach supporting documentation).*

PLEASE FILL IN ALL BLANKS WITH REQUIRED INITIALS AND FISCAL DATA INFORMATION OR PLACE N/A IF IS NOT APPLICABLE:

County Judge N/A Auditor N/A Budget N/A Legal DLV Human Resources N/A Purchasing N/A
 1295 Form N/A

Fiscal Data:

Dept. Name: N/A Fund No. N/A
 Funds Available: Yes ___ No ___

Funds From:

Department: Yes ___ No ___ Amt. Expended: \$ N/A
 General: Yes ___ No ___ Impact on future budget: Yes ___ No ___
 Grant: Yes ___ No ___

Comments:**Action taken by Commissioners' Court**

Approved _____ Tabled _____ Denied _____ Motion made by _____ Seconded _____ Vote _____

County Judge's Office
 Received By:
 Yadira Gomez
 8/21/2025 - 4:03pm

STATE OF TEXAS {}
COUNTY OF CAMERON {}

INTER-LOCAL GOVERNMENTAL AGREEMENT
FOR TAX ASSESSMENT AND COLLECTION

Cameron County, a political subdivision of the State of Texas having its' principal administrative offices at 1100 East Monroe Street, Brownsville, Cameron County, Texas 78520, acting through the Cameron County Commissioners' Court, the City of Starbase, located in Cameron County having its' principal administrative offices located at ~~1 Rocket Rd,~~ 39046 LBJ Blvd, Starbase, TX 78521, acting through the City of Starbase, Mayor, and City Commission enter into this agreement pursuant to V.T.C.A., Government Code, Chapter 791, the Interlocal Cooperation Act of 1971 (as amended).

WHEREAS, the Cameron County Tax Assessor-Collector is required to collect taxes on property in Cameron County for said Cameron County, but is also required to collect taxes on property for another taxing unit if required by an intergovernmental agreement pursuant to Section 6.23 and 6.24 of the Texas Property Tax Code;

WHEREAS, the City of Starbase also has a Tax Assessor-Collector who is to collect taxes on property in Cameron County within the boundaries of City of Starbase, for the City of Starbase, pursuant to Section 6.23 of the Texas Property Tax Code.

WHEREAS, the City of Starbase, has expressed an interest in allowing said Cameron County Tax Assessor-Collector to collect taxes on property in the City of Starbase, on behalf of the City of Starbase, in an effort to maximize the efficiency of governmental services while reducing costs (in that Cameron County is already collecting such taxes throughout the entire County), and allowing Cameron County to charge and collect reasonable fees therefore, pursuant to an agreement as authorized by Sections 6.23, 6.24, and 6.27 of the Texas Property Tax Code.

WHEREAS, Cameron County, upon consideration of such proposal, wishes to accept such offer.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises of the parties and the mutual benefits they will gain by the performance thereof, all in accordance with the provisions hereinafter set forth, Cameron County and the City of Starbase agree as follows:

I.
DEFINITIONS

"Collection" is defined as assessment, collection, disbursement, and any other function associated with levying and collecting current and delinquent taxes as set forth in the Texas Property Tax Code.

"Current taxes" are defined as ad valorem property taxes legally due and payable without penalty and interest.

"Delinquent taxes" are defined as ad valorem property taxes which have not been received by the Cameron County on or before January 31st of any given tax year and on which penalty and interest are due.

II.
REGULATIONS AND LAWS

This agreement shall be subject to all rules, regulations, and laws applicable thereto passed or promulgated by the United States of America, State of Texas, or any governmental body or agency having lawful jurisdiction or any authorized representative or agent of them.

III.
PERFORMANCE

1. The Cameron County Tax Assessor-Collector shall have full authority, within the terms of this contract, and shall assess all of the real and personal property, in accordance with the laws pertaining thereto, located within the boundary of the City of Starbase subject to taxation. The Cameron County Tax Assessor-Collector is authorized and directed, and shall vigorously collect all current and delinquent taxes of the City of Starbase, including taxes previously assessed by the City of Starbase. The collection of said taxes, both current and delinquent, shall be done in accordance with the Texas Property Tax Code and all other laws or regulations pertaining to property tax collections. In the event any provisions of this contract are inconsistent with the requirements of the law, the requirements of the law shall control, and the Cameron County Tax Assessor-Collector shall discharge the duties in accordance therewith.

IV.
SERVICES TO BE PERFORMED

1. The County of Cameron shall vigorously collect current and delinquent ad valorem property taxes owing to the City of Starbase. The County of Cameron further agrees to perform for the City of Starbase all the duties relating to the collection of ad valorem taxes for the City of Starbase provided by the laws of the State of Texas.

2. The County of Cameron shall perform all the functions set out in the Definitions section of this Agreement. The County of Cameron agrees to prepare consolidated tax statements for each taxpayer. The County of Cameron shall mail said tax statements to each taxpayer or authorized agent on property within the City of Starbase. The County of Cameron shall collect current and delinquent taxes in accordance with accepted collection practices as stated in the Texas Property Tax Code.

3. The City of Starbase hereby designates the Tax Assessor-Collector of the County of Cameron as its' Tax Assessor-Collector for all purposes under the Texas Property Tax Code.

4. The County of Cameron shall supply the City of Starbase with monthly and annual reports as required by the Texas Property Tax Code and the Comptroller of Public Accounts. Additional requests for reports by the City of Starbase must be made in writing; must allow sufficient time, for adequate response. The monthly and annual reports shall include as a minimum the following information: total tax collected including penalty and interest, discount, refunds, cumulative collections, less discounts, all delinquent aged accounts (personal and real), percentage of total collected, and any other information as required by the Texas Property Tax Code or Comptroller of Public Accounts.

5. The County of Cameron will prepare an annual property tax collection activity report in the property tax collection process for the previous year, and collection documentation and efforts expended and problems identified in relation to the collection of ad valorem taxes.

6. The County of Cameron will apply equal effort in the assessments and collections of property taxes for the parties to this Agreement. The County Tax Assessor-Collector Office will not show bias toward any taxing unit for which it collects property taxes.

7. The County of Cameron will permit the taxpayer, in the event payment of less than the consolidated bill is tendered, to apply the payment as the taxpayer desires, in compliance with State law. In the absence of the expression of any preference as to application of payment, the payment will be applied in compliance with state law. A listing of all copies of payment agreements with the taxpayer and Cameron County regarding persons of 65 years of age, will be handled by the County Tax Office pursuant to Sec. 11.13 and 31.031.

8. The County of Cameron will limit the time frame allowed for installment payment agreement on delinquent property taxes owing to the City of Starbase as authorized by the Tax Assessor-Collector of Cameron County and pursuant to the Texas Property Tax Code Sec. 33.02.

V.
PROVISION OF SERVICES

The City of Starbase will allow the Cameron County Tax Assessor-Collector, acting through his designated representatives, to collect ad valorem taxes in and for the City of Starbase, in accordance with the aforesaid statutes, and Cameron County will transfer the remittance of the tax funds, via ACH (Automated Clearing House), received to the said taxing unit within one (1) business day (when practicable), however, under no circumstances, will the remittance of taxes collected be transmitted later than two (2) business days from the time of collection, it is agreed by the parties that if tax funds are not transferred to the City of Starbase within two (2) business after receipt of same by Cameron County; Cameron County will pay the City of Starbase interest on said funds. While said City of Starbase will provide its' set tax rate to Cameron County in ample time for the tax roll to be prepared and for tax statements to be mailed out by October 1st. The Cameron County Tax Assessor-Collector, County Auditor, and Commissioners' Court will govern over Sec. 31.11 and 42.43, of the Texas Property Tax Code, concerning refunds of governments or erroneous payments.

VI.
COMPENSATION

The parties will be compensated in the following manner: Cameron County will charge a reasonable fee for actual costs incurred, such fee not to exceed one (1%) percent of what is actually collected, (this is to include taxes, penalty and interest, but not the Attorney's fees on the acceptance of this agreement), in accordance with Section 6.27 of the Texas Property Tax Code. The City of Starbase will be relieved of all responsibility for the provision of such collecting services. To facilitate this agreement, complete records of taxes collected will be maintained by Cameron County and forwarded to the said taxing unit.

VII.
REMITTANCE OF COLLECTION

1. Remittance for current and delinquent taxes collected for the City of Starbase shall be transmitted via ACH the following business day into the City of Starbase depository, when practicable, within one (1) business day of collection, however, under no circumstances will the deposit of taxes collected be transmitted later than (2) business days from the time of collection.

2. The County of Cameron agrees to certify to the City of Starbase in a manner approved by the City of Starbase that all deposits in the County's depository shall be fully collateralized in accordance with the appropriate law requirements for the County of Cameron. All refunds and amounts applicable for returned checks will be withheld by the County of Cameron from current collections and will be annotated on the appropriate report.

3. The County of Cameron agrees to send the City of Starbase information of cost associated with the collection of ad valorem taxes (current and delinquent) which may include adding information associated with vacant lot liens associated with current and delinquent taxes.

VIII.
PERFORMANCE STANDARDS AND REQUIREMENTS

The County of Cameron agrees to make every effort to collect all of the current ad valorem taxes assessed and levied on behalf of the City of Starbase before February 1st of each year and all of the net collectible ad valorem taxes assessed and levied on behalf of the City of Starbase measured over the City of Starbase's fiscal year.

IX.
ADMINISTRATIVE PROVISIONS

1. All expenses incurred by the County of Cameron for the collection of taxes shall be clearly kept on the appropriate data files. The City of Starbase or their designated representative, after notifying the County of Cameron in writing, is authorized to examine the records to be kept by the County of Cameron at such reasonable times and intervals as the City of Starbase deems fit.

2. In the case that the City of Starbase changes or amends any portion of the data submitted to the County of Cameron during the initial process of merging files, after the County of Cameron begins processing such data for collection for the City of Starbase's taxes, the City of Starbase will pay the additional costs resulting from such changes and/or amendments.

X.
MISCELLANEOUS PROVISIONS

1. The City of Starbase agrees to transfer to the possession and control of the County of Cameron, without charge, copies of all records necessary for the performance of the duties and responsibilities of County of Cameron pursuant to this Agreement. These records shall include all tax records, tax rolls, or computer files available to the City of Starbase.

2. The County of Cameron shall not be liable to the City of Starbase for any failure to collect taxes nor shall the Cameron County Tax Assessor-Collector be liable unless the failure to collect taxes results from willful or intentional failure on his part to perform the duties imposed upon him by law and by this Agreement.

3. Following the first regularly scheduled meeting in September of the City of Starbase's governing authority, and not later than September 12th of each year, if the City of Starbase has not established the tax rate as required by law, the City of Starbase will pay the costs of mailing its' tax bills for that year. If such a delay creates a condition that requires the County of Cameron to isolate handling of the City of Starbase's tax collection data, the County of Cameron may present the City of Starbase an option of paying the additional costs of special handling.

4. The City of Starbase will be authorized by Cameron County to connect terminals to the county's computer system for on line information on tax collections.

XI.
TERM OF AGREEMENT

1. This Agreement is for the collection of District taxes for the 2025 tax year effective 17 September 2025. This Agreement shall be automatically renewed for subsequent tax years, unless either party gives written notice to the other of its intent to terminate, at least thirty (30) days prior to July 1st.

XII.
RENEWAL

Upon the mutual agreement of the parties, set forth in writing and signed by both parties, this agreement may be continued, on the same terms, for such period of time as desired, until modified by subsequent amendment.

XIII.
DELINQUENT TAXES

1. Pursuant to Section 6.24 of the Texas Property Tax Code, the City of Starbase hereby authorizes the County of Cameron by and through the Cameron County Tax Assessor-Collector to collect current and delinquent taxes for the City of Starbase.

2. The City of Starbase may choose to employ an attorney, or use the attorney contracted by Cameron County to enforce the collection of delinquent taxes pursuant to Section 6.30 of the Texas Property Tax Code.

XIV.
TERMINATION

This Agreement shall continue in full force and effect from year to year until such time as either party hereto gives written notice of cancellation as provided by paragraph XI. (1).

XV.
AMENDMENTS

Any amendments, alterations, deletions, or waiver of the provisions of this Agreement shall be valid only when expressed in writing and agreed to by official action of the governing bodies of both parties, and will be effective only if they do not adversely affect the prompt fulfillment of contract obligations. All amendments concerning or affecting an increase in the amount of payment or costs under this Agreement shall be effective only if they are agreed upon or before July 1st of the year in which they are to become effective.

XVI.
FUNDING

The said parties paying for the performance of the aforesaid governmental functions or services shall make payments therefore from current revenues available to the paying party.

XVII.

ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in writing, signed by both parties.

XVIII.

BREACH OF OBLIGATION

This agreement is entire as to all of the performances to be rendered under it. Breach of any obligation to be performed by either party shall constitute a breach of the entire agreement and shall give the other party the right to terminate this agreement.

XIX.

LAW GOVERNING

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

XX.

VENUE

The obligations and undertaking of each of the parties to this agreement shall be performable in Cameron County, Texas.

17 day of September 2025

EXECUTED in duplicate on this the ~~28 day of August~~ 2025, by the City of Starbase and by Cameron County on this the ~~28 day of August~~ 2025.

17 day of September 2025

CAMERON COUNTY, TEXAS

CITY OF STARBASE

By: Eddie Trevino, Jr.
County Judge

By: _____
Bobby Peden
Mayor

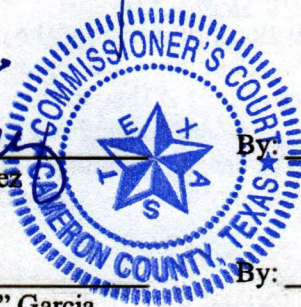
Attested

By: Sylvia Garza-Perez
County Clerk

By: _____
Kent Myers
City Administrator

By: _____
Edelmiro "Eddie" Garcia
Tax Assessor-Collector

By: _____
Caroline Cole
City Clerk



S T A R B A S E

CITY COMMISSION AGENDA MEMO

TO: Mayor and City Commission

FROM: City Administrator

MEETING DATE: September 17, 2025

ITEM: Request to Cameron County to Delegate Authority for Dune Protection Line

SUMMARY

This delegation of authority is needed for the City of Starbase to effectively administer the Dune Protection and Beach Access Plan once it is adopted and approved by the Texas General Land Office.

BACKGROUND

The City of Starbase is in the process of developing a Dune Protection and Beach Access Plan to protect the coastal dunes in the area. To establish and administer dune protection and beach access in accordance with this plan, it is necessary for Cameron County to delegate its authority for the dune protection line. This resolution will officially request that the County delegate this authority which is allowed under Chapter 63 of the Texas Natural Resources Code.

STAFF RECOMMENDATIONS

It is recommended that the attached resolution be approved which will give the city the ability to protect coastal dunes in this area.

Suggested Motion: “motion to approve the resolution requesting the Cameron County delegate its authority for the dune protection line.”

ATTACHMENTS

Resolution Requesting Cameron County to Delegate Authority for Dune Protection Line.

CITY OF STARBASE, TEXAS

RESOLUTION NO. 2025-09-17-D03-RE

A RESOLUTION OF THE CITY OF STARBASE, TEXAS, REQUESTING THAT THE CAMERON COUNTY COMMISSIONERS' COURT ALLOW THE CITY OF STARBASE TO ESTABLISH AND ADMINISTER THE DUNE PROTECTION LINE WITHIN ITS CORPORATE LIMITS AND EXTRATERRITORIAL JURISDICTION AS PROVIDED UNDER CHAPTER 63 OF THE TEXAS NATURAL RESOURCES CODE; PROVIDING FOR THE INCORPORATION OF PREMISES, SEVERABILITY, AND REPEALER; 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, Chapter 63 of the Texas Natural Resources Code, the "Dune Protection Act", as amended provides authority to the City to adopt rules implementing a local beachfront construction and dune protection permitting system for the purpose of protecting coastal dunes which, in turn, protects both public and private property and ensures public safety; and

WHEREAS, Section 63.011(b) of the Texas Natural Resources Code provides that a commissioners' court may allow a municipality within the county to administer the provisions of the dune protection lines within its corporate limits and extraterritorial jurisdiction; and

WHEREAS, the City Commission of the City of Starbase ("City Commission") is committed to the protection of coastal dunes, erosion mitigation, and overall health of Boca Chica Beach; and

WHEREAS, the City Commission desires to adopt a dune protection line and administer the relevant provisions of Chapter 63 of the Texas Natural Resources Code related thereto for the areas within its corporate limits and extraterritorial jurisdiction, and is thereby requesting the Cameron County Commissioners' Court to delegate such authority to the City.

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. Delegation Request. The City Commission of the City of Starbase hereby requests that the Cameron County Commissioners' Court delegate to the City of Starbase the authority to establish and administer a dune protection line within its corporate limits and extraterritorial jurisdiction as provided in Chapter 63 of the Texas Natural Resources Code.

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 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 4. Repealer. This Resolution shall be cumulative of all provisions of all resolutions of the City of Starbase, 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 5. Effective Date. This Resolution shall become effective immediately upon its passage.

PASSED AND APPROVED this 17th day of September 2025.

CITY OF STARBASE, TEXAS

Bobby Peden, Mayor

ATTEST:

Caroline Cole, City Clerk

APPROVED AS TO FORM:

Marie N. Johnson, Assistant City Attorney

S T A R B A S E

CITY COMMISSION AGENDA MEMO

TO: Mayor and City Commission

FROM: City Administrator

MEETING DATE: September 17, 2025

ITEM: Public Hearing-Dune Protection and Beach Access Plan and Dune Protection Line

SUMMARY

A public hearing is planned to consider public comments on the proposed Dune Protection and Beach Access Plan and establishment of a Dune Protection Line, provide public education.

BACKGROUND

To provide continued beach access while protecting and restoring Boca Chica Beach, the city drafted a Dune Protection and Beach Access Plan. Once this Plan has been approved and adopted, it will be submitted to the Texas General Land Office for approval. During the public hearing the City will provide required educational information on the city's proposed Erosion Response Plan which will be adopted along with the Dune Protection and Beach Access Plan upon approval of the Ordinance. Establishment of a dune protection line requires a public hearing, and the Erosion Response Plan is required to reduce public expenditures for erosion and storm damage losses to public and private property including public beaches.

STAFF RECOMMENDATIONS

Following the public hearing and presentation satisfying the requirement of an educational meeting on the City's Erosion Response Plan, it is recommended that the consideration and adoption of the Ordinance Adopting the Dune Protection and Beach Access Plan be tabled until the next Commission meeting to allow time for County consideration.

ATTACHMENTS

Ordinance Approving Dune Protection and Beach Access Plan

CITY OF STARBASE, TEXAS

ORDINANCE NO. 2025-09-17-E01-OR

AN ORDINANCE OF THE CITY OF STARBASE, TEXAS, ADOPTING A DUNE PROTECTION AND BEACH ACCESS PLAN, ESTABLISHING A DUNE PROTECTION LINE FOR AREAS WITHIN THE CITY'S CORPORATE LIMITS AND EXTRATERRITORIAL JURISDICTION, AND ADOPTING AN EROSION RESPONSE PLAN; PROVIDING A PENALTY FOR VIOLATION OF THIS ORDINANCE BY FINE IN AN AMOUNT NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR SEVERABILITY AND 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, Chapter 61 of the Texas Natural Resources Code, the "Open Beaches Act", as amended, provides authority to the City to adopt rules regarding access to public beaches within its city limits and extraterritorial jurisdiction for the purpose of protecting the public's beach access rights; and

WHEREAS, Chapter 63 of the Texas Natural Resources Code, the "Dune Protection Act", as amended provides authority to the City to adopt rules implementing a local beachfront construction and dune protection permitting system for the purpose of protecting coastal dunes which, in turn, protects both public and private property and ensures public safety; and

WHEREAS, the City has published the requisite notices and held a public hearing on the establishment of a dune protection line, as required by section 63.013 of the Texas Natural Resources Code and 31 Texas Administrative Code § 15.3; and

WHEREAS, Section 33.607(e) of the Texas Natural Resources Code, requires the City to adopt an Erosion Response Plan to reduce public expenditures for erosion and storm damage losses to public and private property, including public beaches; and

WHEREAS, the City has held the required public educational meeting on the proposed Erosion Response Plan, as required by 31 Texas Administrative Code § 15.17; and

WHEREAS, the City Commission desires to adopt a Dune Protection and Beach Access Plan (the "Plan") for the City of Starbase, as set forth in the attached **Exhibit A** and incorporated herein, which includes an Erosion Response Plan, for all areas within the city limits and extraterritorial jurisdiction; and

WHEREAS, the Cameron County Commissioners' Court has delegated authority to the City to assume jurisdiction over those parts of Boca Chica Beach and its associated dune systems that lie within the city limits and extraterritorial jurisdiction; and

WHEREAS, pursuant to 31 Texas Administrative Code § 15.3 the City must approve the Plan before submitting the Plan to the General Land Office (the "GLO"), for certification; and

WHEREAS, City staff met and consulted with the GLO to meet the requirements for GLO Certification and submitted the Plan to the GLO for review and certification; and

WHEREAS, the GLO proceeded with their requirement to receive public comments, submitted to the Texas Register the Certified Plan for publication in the Texas Administrative Code, and twenty-one (21) days after submission to the Texas Register, the regulations set forth in the Plan will be in effect; and

WHEREAS, pursuant to 31 Texas Administrative Code § 15.9, the City may adopt penalties for violations of this Ordinance; and

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. Dune Protection and Beach Access Plan Adopted. The Dune Protection and Beach Access Plan (the "Plan") for the City of Starbase is hereby adopted as set forth in **Exhibit A**, a copy of which is attached hereto and incorporated herein.

SECTION 3. Penalty. Any person, firm, entity or corporation who violates any provision of this Ordinance shall be subject to a fine not to exceed the sum of five hundred dollars (\$500.00) for each offense, and each and every day any such offense shall continue shall be deemed to constitute a separate offense, provided, however, that in all cases involving an intentional, knowing, reckless, or criminally negligent violation of any provision of this ordinance and/or a provision of this Ordinance governing fire safety, or public health and sanitation, shall be subject to a fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense, and each and every day any such offense shall continue shall be deemed to constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

Any person, firm, entity or corporation who violates the Dune Protection Act, the Open Beaches Act, Title 31 Texas Administrative Code, §§ 15.1—15.10, the City's Plan, or a city permit condition established by this Ordinance is liable to the State of Texas General Land Office for civil

or administrative penalties of not less than fifty dollars (\$50.00) nor more than two thousand dollars (\$2,000.00) per violation per day in accordance with 31 Texas Administrative Code § 15.9. Each day the violation occurs or continues is considered a separate violation. Any violation shall be reported by the City to the General Land Office within twenty-four (24) hours.

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. Effective Date. This Ordinance shall become effective upon its passage and publication as required by law.

PASSED AND APPROVED by the City Commission of the City of Starbase, Texas, on this ____ day of _____, 2025.

CITY OF STARBASE, TEXAS

Bobby Peden, Mayor

ATTEST:

Caroline Cole, City Clerk

APPROVED AS TO FORM:

Marie N. Johnson, Assistant City Attorney

Exhibit A



City of Starbase, Texas

Dune Protection and Beach Access Plan

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1 LEGAL AUTHORITY AND INTENT

The City of Starbase, Texas (**City**) establishes this Dune Protection and Beach Access Plan (**Plan**) under the Texas Open Beaches Act (Tex. Nat. Res. Code Ch. 61) and Dune Protection Act (Tex. Nat. Res. Code Ch. 63), with the intent to safeguard the public's right to free and open beach access and to implement a local beachfront construction and dune protection permitting system.

Upon delegation of authority to the City by Cameron County under Tex. Nat. Res. Code Ch. 63, the City will assume jurisdiction over those parts of Boca Chica Beach and its associated dune systems that lie within the municipal limits and extraterritorial jurisdiction (**ETJ**) of the City as depicted in **Exhibit C**. This Plan is adopted by ordinance, consistent with state law, and is subject to certification by the Texas General Land Office (**GLO**) under 31 TAC §15.3.

The City's responsibilities include:

- Enforcing the Open Beaches Act and protecting public ingress and egress
- Administering a local beachfront construction certificate and dune protection permitting program in accordance with 31 TAC §§15.1–15.10
- Aligning local regulations with the Texas Coastal Management Program and relevant statutes

All regulations in this Plan are intended to:

- Maintain the integrity of the beach/dune system
- Protect public safety and private property
- Preserve public access while ensuring coastal resilience

The Plan's intent is to ensure that beach access at Boca Chica Beach remains free and open, and that dunes are protected and restored as vital natural buffers.

2 DEFINITIONS

For purposes of this Plan, the following terms have the meanings assigned below:

Beachfront Construction Area

The Beachfront Construction Area (**BCA**) is the area landward of the mean high tide line and extending inland either to the first public road generally parallel to the beach or to a distance of 1,000 feet, whichever is greater.

Building Setback Line

Pursuant to 31 TAC §§15.17(a)(1)–(2), the Building Setback Line (**BSL**) is coextensive with the Eroding Area Boundary defined below. The BSL/Eroding Area Boundary is shown on **Exhibit D**. To the maximum extent practicable new construction should occur landward of the BSL.

Dune Protection Line

The Dune Protection Line (**DPL**) is a regulatory line to be established by the City upon delegation of authority to the City by Cameron County under Tex. Nat. Res. Code Ch. 63 and approval by the GLO, that delineates the seaward boundary of dune protection jurisdiction. No activity that may adversely affect dunes or dune vegetation is permitted seaward of this line without a dune protection permit (Tex. Nat. Res. Code §63.012; 31 TAC §15.3(b)).

Eroding Area Boundary

The Eroding Area Boundary (**EAB**) shall be whichever distance landward of the Line of Vegetation is greater: 200 feet, or the distance determined by multiplying 50 years by the annual historical erosion rate (based on the most recent data published by the University of Texas at Austin, Bureau of Economic Geology). The EAB is shown on **Exhibit D**. Under 31 TAC §15.2(32), eroding areas are those areas seaward of the EAB.

Line of Vegetation

The extreme seaward boundary of natural vegetation that spreads continuously inland. If there is no clearly marked Line of Vegetation, the line may be determined under Tex. Nat. Res. Code §§61.016 – 61.017.

Mitigation Plan

A site-specific plan to restore or replace lost dune volume and vegetation due to permitted activity, at a minimum of a 1:1 ratio. Required for all construction that adversely affects dune systems.

Special Event

Any organized activity or gathering on the public beach that includes structures, vehicles, amplified sound, or over 25 people, and which may affect access or dunes. Requires a Special Event Permit from the City.

3 PLAN SCOPE

This Plan governs those sections of Boca Chica Beach within the municipal limits and ETJ of the City.

All provisions are consistent with, or stricter than, state requirements. In case of any conflict, state law and 31 TAC §15 prevail.

The Plan will be reviewed:

- At least once every five (5) years, and
- Within 90 days of any major storm event that affects the beach

Amendments to this Plan must be adopted by ordinance and certified by the GLO per 31 TAC §15.3(o) through the rulemaking process, including publication in the Texas Register and a 30-day public comment period.

4 PUBLIC BEACH ACCESS RIGHTS

Boca Chica Beach is a public beach, and the City is committed to upholding the public's right to free and open access, in accordance with the Texas Open Beaches Act.

The City recognizes the long-standing public access to the beach via State Highway 4 without entrance fees. This tradition will continue under this Plan.

- Pedestrian access to Boca Chica Beach is and shall remain free of charge.
- Vehicular access to Boca Chica Beach is and shall remain free of charge.

5 BEACHFRONT CONSTRUCTION CERTIFICATE REQUIREMENT

To prevent construction from interfering with public access or impairing dunes, a beachfront construction certificate is required for any activity within the Beachfront Construction Area (**BCA**) as the area:

- 1,000 feet landward of the mean high tide line, or
- Landward to the first public road, whichever is greater.

This applies to all of Boca Chica Beach within the municipal limits and ETJ of the City.

No construction, remodeling, or placement of structures in the BCA may begin without first obtaining a beachfront construction certificate.

All construction must comply with 31 TAC §§15.3–15.7 unless provided for explicitly in this Plan.

5.1 NO CONSTRUCTION IN ERODING AREAS

To protect the integrity of the beach and dune system from the effects of chronic erosion, the City establishes an Eroding Area Boundary (**EAB**) under 31 TAC §15.2(32). The EAB is shown on **Exhibit D**. The EAB shall be whichever distance landward of the Line of Vegetation is greater: 200 feet, or the distance determined by multiplying 50 years by the annual historical erosion rate (based on the most recent data published by the University of Texas at Austin, Bureau of Economic Geology). Under 31 TAC §15.2(32), eroding areas are those areas seaward of the EAB.

5.1.1 CONSTRUCTION PROHIBITION

No person may construct, place, or maintain any permanent structure seaward of the EAB except as provided for in this Plan. This restriction applies regardless of whether the DPL is further landward. This prohibition of construction is meant to protect the most critical areas of the dune system and support the City's Erosion Response Plan as detailed in Appendix A.

5.1.2 EXEMPTIONS

The City will allow, with the necessary certificates, the construction of public amenities and access improvements seaward of the EAB.

The City may allow temporary structures seaward of the EAB if:

- They do not adversely affect dunes, vegetation, or public access; and
- They do not violate GLO rules or guidance.

The City will consider an exemption for properties for which the owner has demonstrated that no practicable alternatives to construction seaward of the EAB exist as provided for under Tex. Admin. Code § 15.17(a)(3)(A).

All exemptions must:

- Be consistent with the public interest
- Avoid harm to beach access
- Minimize environmental impacts
- comply with 31 TAC §§15.3-15.7 and §15.17(a)(4) and any additional prohibitions under this Plan.

All exempt construction must require:

- A. plans and certifications for the structure by a registered professional engineer licensed in the State of Texas providing evidence of the following:
 - i. a minimum two-foot freeboard above base flood elevation (BFE);
 - ii. no enclosures below BFE;
 - iii. the adequacy of elevated building foundations and the proper placement, compaction, and protection of fill when used as construction for all newly constructed, substantially damaged, and substantially improved buildings elevated on pilings, posts, piers, or columns in accordance with the latest edition of specifications outlined in American Society of Civil Engineers, Structural Engineering Institute, Flood Resistant Design and Construction, ASCE 24-05;
 - iv. feasible relocation of any habitable structure; and
 - v. all construction is designed to minimize impacts on natural hydrology;
- B. location of all construction should be landward of the landward toe of the foredune ridge, where practicable.

This provision shall be reviewed as part of the City's required five-year plan review or after any major erosion event.

5.2 IMPERVIOUS FOUNDATIONS LANDWARD OF THE EAB

In addition to the uses already permitted under 31 TAC §§15.3–15.7, the use of impervious foundations (e.g., slab-on-grade or perimeter-grade footings) is permissible landward of the EAB. Impervious surfaces will be allowed beneath and immediately adjacent to commercial and industrial facilities to the extent required for support or function of the facility, subject to the following conditions:

5.2.1 ELIGIBILITY AND CONDITIONS

- The foundation must be entirely landward of the EAB
- The proposed construction must include engineered drainage controls to prevent concentrated runoff toward the beach or dune system
- The project must undergo GLO consistency review as part of the City’s permit process

5.2.2 NOT PERMITTED

No impervious foundation shall be permitted:

- Seaward of the EAB, or
- Where it would cause ponding, channeling, or dune destabilization; or
- Where it would materially weaken dunes or materially damage dune vegetation

6 DUNE PROTECTION REGULATIONS

6.1 DUNE PROTECTION LINE

Upon delegation of authority to the City by Cameron County and approval by the GLO, the City will establish a Dune Protection Line (**DPL**) across Boca Chica Beach within the municipal limits and ETJ of the City pursuant to Texas Natural Resources Code §63.012. This line:

- Runs parallel to the Gulf shoreline, approximately 1,000 feet landward of the mean high tide line
- Marks the seaward boundary of enhanced regulatory protections

The DPL is a dynamic line, subject to change based on natural beach movement. The City shall:

- Review the DPL at least every five years, and
- Within 90 days after any major storm impacting Boca Chica Beach

The DPL may be adjusted by City Commission ordinance, with GLO approval, to ensure continued protection of critical dunes.

6.2 PROTECTED DUNE AREA

The area seaward of the DPL, including all natural or restored dunes, is designated as environmentally protected.

Prohibited activities without a permit include:

- Disturbing dune vegetation
- Grading or removing sand

- Driving or parking on dunes
- Building structures on dunes

The City shall:

- Post clear signage prohibiting dune entry
- Install physical barriers to prevent trespass
- Enforce violations under this Plan and applicable state laws

6.3 DUNE PROTECTION PERMIT REQUIREMENT

Any activity that may adversely affect dunes or dune vegetation within the protected area requires a dune protection permit.

This includes:

- Construction
- Sand movement
- Access improvements
- Vehicular operations

Any proposed adverse impacts to dunes or dune vegetation must comply with the mitigation sequence in 31 TAC §15.4(f).

Permit violations may result in daily penalties and required remediation. The City will enforce penalties under the Texas Natural Resources Code and 31 TAC §15.

7 COMBINED PERMIT PROCEDURE

Applicants must submit:

- Dune Permit Checklist (**Exhibit A**)
- Combined Application Form (**Exhibit B**)
- Site plans, impact assessments, and mitigation plan as applicable

Mitigation is required at a 1:1 ratio, including:

- Replacement of disturbed dune volume
- Re-vegetation with native species

All mitigation must be:

- Located seaward of the DPL, and
- Completed as soon as practicable after the activity in accordance with 31 TAC §15.4(g)

The City Commission shall:

1. Coordinate with the GLO for consistency review in accordance with 31 TAC §§15.3(s)(7)-(8) and §15.4(d)
2. Order a site inspection
3. Hold a public meeting to approve or deny the application
4. Impose conditions on permit approval as needed

Under 31 Tex. Admin. Code § 15.3(s)(8), when determining whether to approve a proposed activity, the City Commission shall review and consider:

1. the permit or certificate application;
2. the proposed activity's consistency with 31 Tex. Admin. Code § 15 and this Plan, including the dune protection and beachfront construction standards contained in both;
3. any other law relevant to dune protection and public beach use and access which affects the activity under review;
4. the comments of the GLO; and
5. any other information the City may consider useful to determine consistency with this Plan, including resource information made available by federal and state natural resource entities and landowners immediately adjacent to the proposed activity.

The City shall not issue a dune protection permit or beachfront construction certificate that is inconsistent with this Plan, 31 Tex. Admin. Code § 15, and other state, local, and federal laws related to the requirements of the Dune Protection Act and Open Beaches Act.

Further, when determining whether to issue a dune protection permit the City shall consider the following items and information:

1. all comments submitted to the local government by the GLO;
2. cumulative impacts and indirect effects of the proposed construction on all dunes and dune vegetation within critical dune areas or seaward of the DPL;
3. cumulative impacts and indirect effects of other activities on dunes and dune vegetation located on the proposed construction site;
4. the pre-construction type, height, width, slope, volume, and continuity of the dunes, the pre-construction condition of the dunes, the type of dune vegetation, and percent of vegetative cover on the site;
5. the most recent historical erosion rate as determined by the University of Texas at Austin, Bureau of Economic Geology, and whether the proposed construction may alter dunes and dune vegetation in a manner that may aggravate erosion;
6. the applicant's mitigation plan for any unavoidable adverse effects on dunes and dune vegetation and the effectiveness, feasibility, and desirability of any proposed dune reconstruction and revegetation;
7. the impacts on the natural drainage patterns of the site and adjacent property;
8. any significant environmental features of the potentially affected dunes and dune vegetation such as their value and function as floral or faunal habitat or any other benefits the dunes and dune vegetation provide to other natural resources;
9. wind and storm patterns including a history of washover patterns;
10. location of the site on the flood insurance rate map; and
11. success rates of dune stabilization projects in the area.

The City may only approve a permit application if it finds that the activity will not materially weaken dunes or dune vegetation or reduce the effectiveness of any dune as a means of protection in accordance with 31 TAC §15.4(d).

If approved, the permit or certificate may include conditions. If denied, the applicant may revise and resubmit.

Applicants must also obtain any required local, state or federal permits, including from the U.S. Army Corps of Engineers if applicable.

Appeals of City Commission permitting decisions shall follow the procedures established by City ordinance, consistent with due process.

8 SPECIAL EVENT PERMITS ON THE BEACH

The City will require a permit for any special event held on Boca Chica Beach within the municipal limits and ETJ of the City. A special event is an activity that may include:

- Use of temporary structures or facilities (e.g., tents, stages)
- Placement of equipment or vehicles
- Activities that could impede public beach access or affect dune areas

8.1 SANITARY FACILITIES FOR SPECIAL EVENTS

All special events held on the beach must provide temporary sanitary facilities (such as portable toilets and handwashing stations) as needed based on the expected number of participants. The number and location of these facilities must be included in the event application and approved by the City. All sanitary facilities must be removed promptly after the event and kept clean throughout the event duration. The City may require additional facilities or servicing to protect public health and avoid contamination of the beach or dunes.

8.2 HOW TO APPLY

- Applications must be submitted at least 30 days before the event and must include:
- A short description of the event (what, when, how many people),
- A site plan showing where things will be set up including temporary sanitary facilities,
- A plan for trash cleanup and portable toilets,
- A fee (set by the City), and
- A refundable deposit for cleanup.

8.3 APPROVAL PROCESS

The City Commission will review the application to make sure:

- Public beach access is protected,
- Dunes and vegetation are not harmed,
- The event is safe and well organized.

The City may approve the permit with conditions to reduce impacts, such as limits on vehicles, required cleanup, or special access routes. A copy of the approved permit will be sent to the GLO after issuance.

8.4 RULES FOR EVENTS

Events must not block public access to the beach, dunes and dune vegetation must not be damaged, all trash must be removed, vehicles are only allowed in approved areas, and events must end on time.

8.5 ENFORCEMENT

If the rules are not followed, the City may:

- End the event early,
- Keep part or all of the deposit,
- Deny future permits to the organizer.

9 SUSTAINABILITY, ENFORCEMENT, AND PUBLIC SAFETY BEST PRACTICES

9.1 GENERAL BEACH MAINTENANCE

General and routine beach maintenance including beach cleanup, collection and removal of trash and mechanical beach raking shall be performed without a permit requirement.

Mechanical beach raking shall be conducted in compliance with 31 TAC §15.7(m).

9.2 ENVIRONMENTAL SUSTAINABILITY AND DUNE CONSERVATION

The City will implement best practices for long-term dune and beach health, including:

- Natural Dune Growth:
 - Seaweed (wrack) will not be removed unless necessary.
 - Mechanical cleaning will avoid vegetated areas.
- Dune Restoration Projects: The City will support restoration through:
 - Native planting (e.g., sea oats)
 - Sand fencing installation
 - Seeking grants for dune nourishment post-storm
 - All such activities shall be conducted according to approved beachfront construction certificates and dune protection permits.

9.3 ENFORCEMENT OF BEACH AND DUNE REGULATIONS

Key enforcement mechanisms include:

- Monitoring of vehicles:
 - Recreational vehicle use is banned on dunes per Tex. Nat. Res. Code § 63.093
 - Speed limit of 15 MPH on beach for all vehicles
 - Parking allowed only seaward of dune toe, not on dunes
- Permit Enforcement:
 - Unpermitted work will be halted with a stop-work order
 - Daily fines may apply for violations
 - Restoration of damage may be ordered at violator's expense
- Agency Coordination:
 - Permittees are responsible for obtaining any required federal permits
 - Projects will be coordinated with USACE, TPWD, and U.S. Fish and Wildlife if wildlife or wetlands are impacted

10 PUBLIC SAFETY MEASURES

10.1 HAZARDOUS CONDITIONS AND CLOSURES

- Except for emergencies related to public safety or as set forth in Section 6.2 below, the City may not impair or close an existing access point, close a public beach to pedestrian or vehicular traffic, or modify public beach parking without prior approval from the GLO.
- In case of storms, hazardous surf, or other emergencies related to public safety, the City may temporarily close beach areas.
- Closures must be minimized in scope and duration.
- The GLO must be notified by the local government as soon as practicable upon the time of closure and upon the time of reopening of the beach.

10.2 BEACH CLOSURE PROCEDURE PURSUANT TO TEXAS SPACE COMMISSION ORDER

In accordance with the authority granted to the Texas Space Commission under Texas Government Code § 482, and consistent with the City's responsibility to uphold the provisions of Government Code § 424, including those related to trespass, damage, or interference with designated critical infrastructure and consistent with the public's right of access under the Texas Open Beaches Act, and any access requirements related to spaceflight activities included in the April 2025 Mitigated Finding of No Significant Impact and Record of Decision for the Final Tiered Environmental Assessment, the City may temporarily close portions of the public beach or adjacent areas in accordance with a written order issued by the Texas Space Commission authorizing a temporary closure of a highway, venue, or area as defined in Natural Resources Code § 33.203(11), including areas of a beach, to protect public safety during space flight activities. If a future record of decision modifies the dates of public beach access closures, increases the duration or total number of hours of closures in excess of the 2025 decision or changes the public notice process, express written GLO approval will be required prior to implementation.

10.2.1 APPROVAL BY MAYOR OR GOVERNING BODY

The closure shall not take effect unless and until it is approved by the mayor or the governing body of the City.

10.2.2 PUBLIC NOTICE

The City shall provide notice of any such closure through its official website in accordance with the April 2025 Mitigated Finding of No Significant Impact and Record of Decision for the Final Tiered Environmental Assessment.

10.2.3 COORDINATION WITH LAW ENFORCEMENT AND STATE AGENCIES

The City shall coordinate with local law enforcement to ensure public safety, compliance with applicable statutes, and enforcement of closure boundaries. The City recognizes that such areas also qualify as critical infrastructure under Government Code § 424 and are subject to enhanced security and enforcement protocols.

10.2.4 RESTORATION OF ACCESS

The City shall take all necessary steps to restore public access to the affected area, including removal of signage or barriers and notification to the public as soon as practicable once the area is deemed safe for public use.

11 PUBLIC ACCESS POLICY

Both pedestrian and vehicular access to Boca Chica Beach will remain free of charge to the public. No permits shall be issued that would impair the public's ability to freely access the beach.

12 FUTURE AMENDMENTS TO THE PLAN

In accordance with 31 TAC §15.3(o):

- All amendments to this Plan must be certified by the Texas General Land Office (GLO).
- Amendments follow the same process as initial certification, including:
 1. Publication of a proposed rulemaking action in the Texas Register
 2. A 30-day public comment period
 3. Final adoption after public comment response and GLO rulemaking

The City commits to:

- Holding public hearings before adoption of any amendment
- Updating the Plan at least every five years, and
- Reviewing and amending the Plan following any major storm

Through this process, the City will ensure the Plan remains current, compliant with state law, and responsive to environmental and community needs.

APPENDIX A: EROSION RESPONSE PLAN (ERP)

1 PURPOSE AND AUTHORITY

This Erosion Response Plan (ERP) is adopted as an appendix to this Plan, as required by:

- Texas Natural Resources Code §33.607(e)
- Texas Administrative Code Title 31 §15.17

The ERP provides policies and procedures to guide decision-making in response to coastal erosion threats affecting public and private development, including actions during:

- Storm recovery
- Long-term shoreline retreat
- Dune restoration needs

2 GEOGRAPHIC SCOPE

This ERP applies to the entire beachfront of Boca Chica Beach within the municipal limits and ETJ of the City. The only beach access corridor is via State Highway 4.

3 BUILDING SETBACK LINE

Pursuant to 31 TAC §15.17(a)(1), the City will establish a permanent Building Setback Line (**BSL**) that is coextensive with the EAB. The BSL/EAB is shown on Exhibit D.

Under 31 TAC §15.17(a)(2), construction of new structures is prohibited seaward of this BSL except as provided herein.

The intent of the BSL is to protect those areas of the dunes most vulnerable to erosion and shoreline retreat and most vital to safety during major storm events through the closure of the area to any development.

3.1 EXEMPTIONS

As allowed under 31 TAC §15.17(a)(3), the following are exempt from the setback prohibition:

- Redevelopment or repair of existing structures located seaward of the setback line, if consistent with GLO policy and erosion mitigation practices
- Temporary structures, dune walkovers, public amenities or public access improvements authorized by the City and reviewed by the GLO

The City will allow, with the necessary certificates, the construction of public amenities and access improvements seaward of the BSL.

The City may allow temporary structures seaward of the BSL if:

- They do not adversely affect dunes, vegetation, or public access; and
- They do not violate GLO rules or guidance.

The City will consider an exemption for properties for which the owner has demonstrated that no practicable alternatives to construction seaward of the BSL exist as provided for under Tex. Admin. Code § 15.17(a)(3)(A).

All exemptions must:

- Be consistent with the public interest
- Avoid harm to beach access
- Minimize environmental impacts
- Construction must comply with 31 TAC §§15.3-15.7 and §15.17(a)(4) and any additional prohibitions under this Plan.

All exempt construction must require:

- A. plans and certifications for the structure by a registered professional engineer licensed in the State of Texas providing evidence of the following:
 - i. a minimum two-foot freeboard above base flood elevation (BFE);
 - ii. no enclosures below BFE;
 - iii. the adequacy of elevated building foundations and the proper placement, compaction, and protection of fill when used as construction for all newly constructed, substantially damaged, and substantially improved buildings elevated on pilings, posts, piers, or columns in accordance with the latest edition of specifications outlined in American Society of Civil Engineers, Structural Engineering Institute, Flood Resistant Design and Construction, ASCE 24-05;
 - iv. feasible relocation of any habitable structure; and
 - v. all construction is designed to minimize impacts on natural hydrology;
- B. location of all construction should be landward of the landward toe of the foredune ridge, where practicable.

This provision shall be reviewed as part of the City's required five-year plan review or after any major erosion event.

4 EROSION RESPONSE POLICY

The City adopts the following principles:

- Avoid new construction in areas vulnerable to erosion
- Relocate structures threatened by erosion, if feasible
- Discourage shoreline armoring (e.g., seawalls, revetments, bulkheads) except in limited emergency circumstances, and only as authorized by the GLO
- Seek removal of structures that become located on the public beach or that impede access due to erosion

5 DUNE RESTORATION AND ENHANCEMENT FOR STORM PROTECTION AND CONSERVATION

To protect public and private property, critical infrastructure, and ecological resources, the City adopts the following procedures per 31 TAC §15.17(a)(6) for preserving, restoring, and enhancing critical sand dunes for natural storm protection and conservation purposes:

5.1 DESIGN SPECIFICATIONS FOR CRITICAL FRONT ROW DUNES

Under the requirements of 31 TAC §15.17(a)(6)(A), The City establishes the following minimum target dimensions for restored or enhanced critical front row dunes along Boca Chica Beach:

- Minimum Height: Not less than 75% of the FEMA-designated Base Flood Elevation (BFE) from mean sea level, as determined by the most current Flood Insurance Rate Maps (FIRM).
- Minimum Width: At least 30 feet wide, measured perpendicular to the shoreline, unless site-specific constraints require an alternative design. While minimum dune width may vary by location, a target width of 30 feet is recommended based on regional restoration practices, unless a narrower profile is shown to provide equivalent protection based on engineering review.
- Vegetative Cover: At least 80% vegetative coverage using native dune-stabilizing species (by ground area, not number of plants) on the landward slope and crest. Site-specific conditions may warrant adjusted targets, but in no case shall vegetative cover fall below 70% within the first growing season post-planting unless otherwise authorized by the City in consultation with the GLO.
- These standards apply to new restoration areas and serve as guidance for mitigation and enhancement projects approved by the City.

5.2 IDENTIFICATION OF DUNE GAPS AND BLOWOUTS

The City, in coordination with the General Land Office and relevant environmental partners, shall identify and map the following priority dune restoration sites along Boca Chica Beach:

- Areas with visible breaches or blowouts in the foredune ridge
- Gaps in the foredune ridge that compromise dune continuity or reduce storm surge resistance
- Dune areas adjacent to beach access points where erosion is accelerated by foot or vehicle traffic
- The City shall maintain and update this list during ERP reviews and post-storm assessments.

5.3 DUNE REVEGETATION PROJECTS AND SPECIES SELECTION

The City will implement and promote revegetation projects using only native, site-adapted species suited for dune stabilization. Approved species include:

- Marshhay cordgrass (*Spartina patens*)
- Bitter panicum (*Panicum amarum*)
- Sea oats (*Uniola paniculata*)

- Beach morning glory (*Ipomea pes-caprae*; *Ipomea imperati*)
- Sea purslane (*Sesuvium portulacastrum*)
- Seashore dropseed (*Sporobolus virginicus*)
- Seashore Paspalum (*Paspalum vaginatum*)

Revegetation shall follow best practices for spacing, seasonal timing, and watering (if necessary), and be coordinated with dune mitigation required through the City’s permitting program.

5.4 ENHANCED DUNE PROTECTION MEASURES

The City has established a no build policy seaward of the EAB and BSL in an express effort to protect the foredune complex.

5.5 IMPLEMENTATION SCHEDULE AND MEASURABLE GOALS

To meet the requirements of subsections 5.1 through 5.4, the City adopts the following goals:

- Goal 1: Identify and Prioritize Gaps in the Foredune Ridge
 - Complete a visual survey and prepare a map and memo identifying gaps or blowouts in the front row dune system and create a restoration plan for gap sites.
- Goal 2: Launch Pilot Revegetation Project
 - Plan a small-scale dune planting effort, using volunteers, City staff, or external partners.
- Goal 3: Build Support and Seek Funding
 - Identify at least one potential grant opportunity for dune restoration by end of 2026 and prepare a basic letter of interest or application with assistance from the GLO or a partner organization.

These goals provide a clear and achievable foundation for gradually expanding dune protection efforts as the capacity, data, and resources grow for a newly created community.

5.6 FUNDING SOURCES AND GRANT STRATEGY

The City will pursue funding for dune restoration and enhancement from, among others, the following sources:

- Texas Coastal Erosion Planning and Response Act (CEPRA) Program
- NOAA Coastal Resilience Grants
- Texas Coastal Management Program Grants

6 POST-STORM RESPONSE PROTOCOL

After major storms or hurricanes, the City will:

- Conduct damage assessments with partner agencies
- Identify structures at risk due to erosion
- Require relocation or removal of structures on the public beach
- Prioritize natural dune restoration

EXHIBIT A – DUNE PERMIT CHECKLIST

GLO construction certificate and dune protection permit requirements

This checklist helps applicants and City reviewers ensure that each beachfront construction certificate & dune protection permit application is complete before submission. It follows the requirements in 31 TAC §§15.3–15.7 and GLO’s permit guidance.

Applicant Information

- Name
- Address
- Phone number
- Fax (if applicable)

Property Information

- Name of property owner
 - Complete legal description of tract
 - Situs address (if available)
-

Site Information

- % of existing open space on tract
 - Dated photographs of:
 - Vegetation line
 - Existing dunes (with views N, S, E, W)
 - FEMA elevation requirements
 - Most recent BEG erosion rate data
 - Activity’s expected impact on erosion
-

Proposed Project

- Duration of construction
- % of proposed open space
- Number and type of structures
- Parking spaces
- Description and location of walkways or dune walkovers, and design plans and elevation views for any proposed walkways or walkovers
- Floor plan and elevation view
- Description and location of:
 - Impervious surfaces
 - Pervious surfaces
- Statement affirming:
 - No adverse effect on public beach
 - Compliance with beach access laws
- Proof of financial assurance (if in eroding areas)

Dune Mitigation (if applicable)

- Comprehensive mitigation plan, including:
 - Methods to avoid/minimize impacts
 - Restoration strategy
 - Effects on dune system
 - Financial capability proof (e.g. letter of credit or bond)
 - Contact information for all landowners immediately adjacent to the tract and an affirmation that the adjacent landowners will be provided with notice of the hearing at least 10 days prior to the hearing on the application
-

Maps and Surveys

At least one of the following:

- Certified survey by a licensed surveyor
 - Site plan and/or plat identifying:
 - Legal description
 - Tract boundaries and size
 - Proposed and existing structures
 - Access roads and walkovers
 - Dune Protection Line, Line of Vegetation, Eroding Area Boundary, mean high tide
 - Distance from the proposed construction and the Dune Protection Line, Line of Vegetation, Eroding Area Boundary and mean high tide
 - Existing and proposed grades and elevations
 - Drainage and topography data (with NOAA reference)
-

If Available

- FEMA Elevation Certificate
 - Current topographic survey
 - Erosion rate documentation
-

For Large-Scale Construction Projects

- Unit count and density
- Alternatives analysis
- Drainage impact assessment
- 30-day GLO review acknowledgment

**EXHIBIT B – COMBINED BEACHFRONT CONSTRUCTION CERTIFICATE & DUNE
PROTECTION PERMIT APPLICATION**

I. Purpose

This form is required for any construction or activity:

- Within 1,000 feet of the mean high tide line, or
 - Seaward of the first public road, whichever is greater
-

II. Type of Activity (Check All That Apply)

- ☐ Dune Enhancement (vegetation planting, sand fencing)
 - ☐ Beach-Quality Fill / Dune Restoration
 - ☐ Beach Access Improvements (walkovers, ADA mats, vehicular access)
 - ☐ Driveway / Slab / Fence
 - ☐ Residential or Commercial Structure Construction or Relocation
-

III. Property Information

- Street Address / Location: _____
 - Legal Description (Lot, Block, Subdivision): _____
 - Brief Description of Work: _____
 - Construction Duration Estimate: _____
-

IV. Applicant Information

Property Owner

- Name: _____
- Mailing Address: _____
- Phone: _____
- Email: _____

Applicant / Representative (if different)

- Name: _____
- Mailing Address: _____
- Phone: _____
- Email: _____

V. Certification and Signature

I certify that:

- I am the property owner or authorized representative,
- I have read and understand the requirements of the Plan,
- The attached information is true and complete, and
- I agree to comply with all applicable city, state, and federal laws.

Signature (Owner): _____ Date: _____

Signature (Applicant, if different): _____ Date: _____

VI. Application Fee

☐ \$500 – Nonrefundable Application Fee

Make checks payable to: City of Starbase

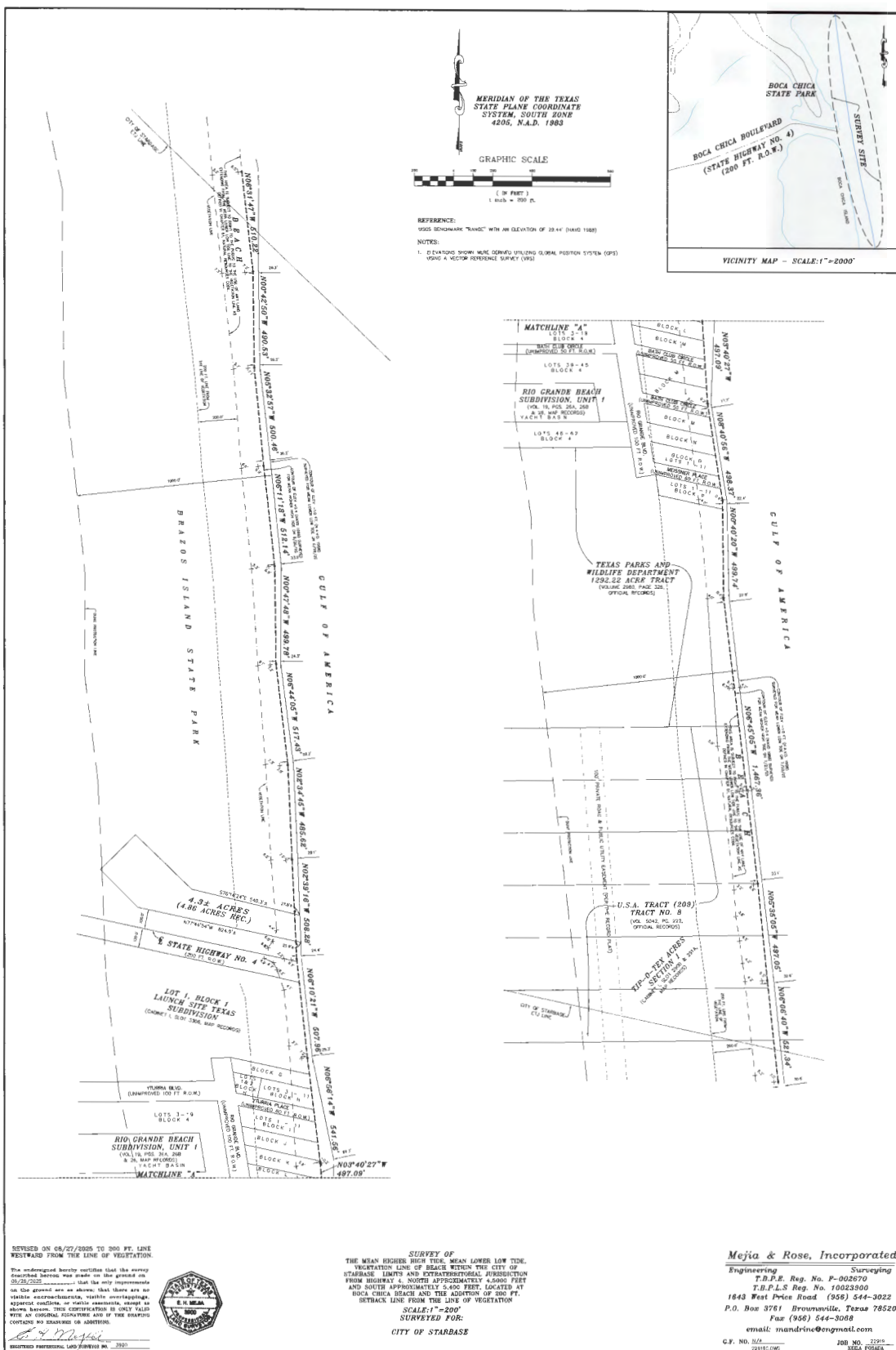
Memo: *Beachfront Construction Permit* and include project address

VII. Required Attachments

Depending on project type (as checked above), include all relevant items from:

- Exhibit A – Dune Permit Checklist
- Maps, surveys, photos, mitigation plans, construction drawings

Application will not be processed until all required items are received and the GLO has reviewed and issued its consistency letter.



The underigned hereby certifies that the corner described herein was made on the ground on 05/05/2005, and that the only improvements on the ground are as shown; that there are no visible encroachments, visible easements, apparent conflicts, or visible easements, except as shown herein. THIS CERTIFICATION IS ONLY VALID WITH AN ORIGINAL SIGNATURE AND IF THE COPIING CONTAINS NO SIGNATURE OR ADDRESS.

2005

REGISTERED PROFESSIONAL LAND SURVEYOR No. 2985

MEJIA & ROSE, INCORPORATED
 1643 West Price Road (856) 544-3022
 P.O. Box 3761 Brownsville, Texas 78020
 Fax (956) 544-3068
 email: mandrine@gmail.com

G.F. No. 312
 2/20/2006
 REEL FOLDER

2005 NO. 2293
 REEL FOLDER

THE MEAN HIGHER HIGH TIDE, MEAN LOWER LOW TIDE, VEGETATION LINE OF BEACH WITHIN THE CITY OF STARRABE LIMITS AND EXTRATERRITORIAL JURISDICTION FROM HIGHWAY 4, SOUTH APPROXIMATELY 4,000 FEET AND SOUTH APPROXIMATELY 5,000 FEET, LOCATED AT BOCA CHICA BEACH AND THE ADDITION OF 500 FT. BUREAU LINE FROM THE LINE OF VEGETATION AND THE REGION BOUNDARY LINE.

SURVEY FOR:
 CITY OF STARRABE

SCALE: 1"=200'
 1"=200'

BOCA CHICA BEACH SUBDIVISION, UNIT 1
 (VOL. 18, REC. 204, 2005)
 (A.M. MAP RECORDS)
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S T A R B A S E

CITY COMMISSION AGENDA MEMO

TO: Mayor and City Commission

FROM: City Administrator

MEETING DATE: September 17, 2025

ITEM: Update of Official City Map

SUMMARY

The City needs to update its map to add areas that have recently been annexed into the City Limits.

BACKGROUND

On June 13, 2025, the City Commission annexed several parcels into the City Limits. With this additional property within the corporate limits of the City, the official map needs to be amended to add this property. The updated map will then be posted on the city website.

STAFF RECOMMENDATIONS

It is recommended that the City Commission approve an update the City map to add additional property that is described in Exhibit A to the attached ordinance.

Suggested Motion: “move to approve the attached ordinance updating the official map of the City of Starbase.”

ATTACHMENTS

Ordinance Updating City Map

CITY OF STARBASE, TEXAS

ORDINANCE NO. 2025-09-17-F01-OR

AN ORDINANCE OF THE CITY OF STARBASE, TEXAS, ADOPTING A REVISED OFFICIAL MAP OF THE MUNICIPAL BOUNDARIES AND EXTRATERRITORIAL JURISDICTION; 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, Chapter 41 of the Texas Local Government Code requires that, upon annexation, each municipality prepare and maintain an official map that accurately reflects its corporate boundaries and its extraterritorial jurisdiction, and shall maintain a copy of the map in a location easily accessible to the public and on the city website; and

WHEREAS, the City Commission (“City Commission”) of the City of Starbase (“City”) has reviewed the map reflecting the City’s corporate and/or extraterritorial boundaries that includes parcels annexed by the City on June 23, 2025, and desires to approve the official city map is attached as **Exhibit “A”** as an accurate depiction of its boundaries; and

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. Adoption of Official Map. The City Commission hereby approves and adopts the map attached as Exhibit “A” as the official map of the municipal boundaries and extraterritorial jurisdiction of the City of Starbase, Texas. The City Clerk is directed to retain a copy of the official map in the office of the City Clerk, the City Engineer shall retain a copy of the official map in the office of the City Engineer, and it shall be posted on the City website.

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, such as Ordinance No. 2025-05-30-F01-OR adopting the previous official city map.

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 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 17th day of September 2025.

CITY OF STARBASE, TEXAS

Bobby Peden, Mayor

ATTEST:

Caroline Cole, City Clerk

APPROVED AS TO FORM:

Marie N. Johnson, Assistant City Attorney

ANNEXATIONS					
Map Number	Annexation Date	Annexation Ordinance No	Map Number	Annexation Date	Annexation Ordinance No
1	June 23, 2025	2025-06-23-D08-OR	7	June 23, 2025	2025-06-23-D08-OR
2	June 23, 2025	2025-06-23-D05-OR	8	June 23, 2025	2025-06-23-D08-OR
3	June 23, 2025	2025-06-23-D06-OR	9	June 23, 2025	2025-06-23-D08-OR
4	June 23, 2025	2025-06-23-D06-OR	10	June 23, 2025	2025-06-23-D08-OR
5	June 23, 2025	2025-06-23-D06-OR	11	June 23, 2025	2025-06-23-D08-OR
6	June 23, 2025	2025-06-23-D06-OR	12	June 23, 2025	2025-06-23-D08-OR

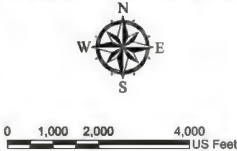


City of Starbase, TX
Approved
Ordinance No.

Starbase City Limits

Legend

- Starbase City Limits
- Starbase 0.5 Mile ETJ
- Starbase Parcels



S T A R B A S E

CITY COMMISSION AGENDA MEMO

TO: Mayor and City Commission

FROM: City Administrator

MEETING DATE: September 17, 2025

ITEM: Tax Anticipation Note 2025B and Purchase Agreement

SUMMARY

The City is proposing to issue a Tax Anticipation Note to provide sufficient revenues to operate the City for the period from October 2025 through January 2026.

BACKGROUND

The City recently approved a property tax rate with most of the property tax revenues to be collected in January 2026. Due to the reliance on property tax revenues to finance city operations, short-term financing with a tax anticipation note is needed to finance city operations until property taxes are collected.

A total of \$1,026,000 is proposed for financing according to the attached ordinance. This includes funding of \$26,000 for debt issuance costs and \$1,000,000 that will be deposited into the City General Fund to fund city operations. The term of the financing will be for one year. Property tax revenues collected next year will be used for repayment of the note.

According to the attached purchase agreement SpaceX will purchase the note at a 0% interest rate. SpaceX will then be repaid during the next fiscal year according to this agreement.

STAFF RECOMMENDATIONS

It is recommended that the attached ordinance authorizing the issuance and sale of a tax anticipation note and agreeing to levy property taxes to repay the note be approved. It is also recommended that the attached purchase agreement be approved so that SpaceX can purchase the note and to assure SpaceX that the note will be repaid with the upcoming property tax levy.

Suggested Motion: “motion to approve the ordinance on the issuance and sale of the 2025B Tax Anticipation Note and approval of the Purchase Agreement with SpaceX.”

ATTACHMENTS

**Ordinance Approving the Issuance and Sale of Tax Anticipation Note
Purchase Agreement with SpaceX**



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City of Starbase, Texas

2025B Tax Note

Transaction Summary

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Goal and Financing Summary



Goal

Issuance of 2025B Tax Note (the “2025B Note”) to finance:

- A portion of the City’s operating budget for the period beginning October 1, 2025 and ending September 30, 2026 (operating costs, professional fees, etc.)
- Note Financing Costs

Financing Summary

- **Final Par Amount of \$1,026,000 (inclusive of 2025B Note financing costs)**
- **Private Placement Sale of 2025B Note**
 - 2025B Note sold to Space Exploration Technologies Corp. (“Noteholder”)
 - 0% Interest Rate
 - Closing on or about September 29, 2025
 - Final Maturity on September 28, 2026
 - 2025B Note payable at anytime with 10 days’ notice to Noteholder
 - 2025B Note to be paid with upcoming ad valorem property tax revenues due to the City no later than January 31, 2026

Sources and Uses of Funds



Uses of Funds	Total
2025B Note Par Amount	\$1,026,000
Total Sources of Funds	\$1,026,000

Uses of Funds	Total
Deposit to General Fund	\$1,000,409
Financing Costs	\$25,591
Total Uses of Funds	\$1,026,000

Note Repayment and Cash Flow



Certified Net Taxable Assessed Valuation (as reported by the Cameron County Appraisal District)

Tax Year 2025 Net Taxable Assessed Valuation	\$778,120,316
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2025A and 2025B Tax Notes Repayment

2025A Note Debt Service Due in FY 2026	\$1,528,000
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2025B Note Debt Service Due in FY 2026	<u>\$1,026,000</u>
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TOTAL FY 2026 Debt Service Payments	\$2,554,000
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Tax Notes Debt Service Payments as tax rate equivalent ⁽¹⁾	\$0.3282 per \$100 in taxable value
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Note:

- (1) Minimum Expected Ad Valorem Property Tax Rate Needed for Payment of 2025A Note and 2025B Note; assumes 100% property tax collections. City adopted its first ad valorem property tax rate on September 11, 2025 at \$0.55 per \$100.

Timeline



- **Wednesday, August 20, 2025 - COMPLETED**
 - City Commission considers and approves Plan of Finance for the issuance of the 2025B Note

- **Wednesday, September 17, 2025**
 - City Commission considers and approves ordinance approving the issuance of the 2025B Note

- **Monday, September 29, 2025**
 - Closing and delivery of funds to the City



The general market commentary herein is intended for educational and informational purposes only and does not constitute legal or investment advice, nor is it an offer or a solicitation of an offer to buy or sell any investment or other specific product. Information provided in this market commentary was obtained from sources that are believed to be reliable; however, it is not guaranteed to be correct, complete, or current, and is not intended to imply or establish standards of care applicable to any attorney or advisor in any particular circumstances. This market commentary represents historical information only and is not an indication of future performance. This market commentary may not be shared with anyone other than the intended recipient without the explicit written consent of HilltopSecurities.

This information is intended to be a summary of general market information. HilltopSecurities is not recommending an action to you as the municipal entity or obligated person. This commentary does not represent municipal advice pursuant to Section 15B of the Exchange Act. HilltopSecurities is acting for its own interests. You should discuss any information and material contained in this communication with any and all internal or external advisors and experts that you deem appropriate. When not already acting as a municipal advisor, HilltopSecurities could seek to serve as an underwriter on a future transaction. The primary role of an underwriter is to purchase securities with a view to distribution in an arms-length, commercial transaction with the issuer. The underwriter has financial and other interests that differ from those of the issuer.

ORDINANCE NO. 2025-09-17-F02-OR

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF CITY OF STARBASE, TEXAS, 2025B TAX NOTE; LEVYING AN ANNUAL AD VALOREM TAX FOR PAYMENT OF SAID NOTE; AUTHORIZING EXECUTION OF A PURCHASE AGREEMENT; PROVIDING AN EFFECTIVE DATE; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

THE STATE OF TEXAS
COUNTY OF CAMERON
CITY OF STARBASE

WHEREAS, pursuant to Texas Government Code, Chapter 1431, as amended ("Chapter 1431"), the City Commission of the City of Starbase, Texas (the "Issuer" or "City") is authorized and empowered to issue anticipation notes to pay (i) the Issuer's cumulative cash flow deficit; and (ii) professional services rendered in relation to the financing thereof; and

WHEREAS, in accordance with the provisions of Chapter 1431, the City Commission hereby finds and determines that an anticipation note should be issued and sold at this time to finance (i) the Issuer's cumulative cash flow deficit, and (ii) professional services rendered in relation to the financing thereof;

WHEREAS, it is considered to be to the best interest of the Issuer that said anticipation note be issued; and

WHEREAS, it is officially found, determined, and declared that the meeting at which this Ordinance has been adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Ordinance, was given, all as required by the applicable provisions of Texas Government Code, Chapter 551; Now, Therefore

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF STARBASE:

Section 1. RECITALS, AMOUNT AND PURPOSE OF THE NOTE. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section. The Note of the City of Starbase, Texas (the "Issuer" or "City") is hereby authorized to be issued and delivered in the principal amount of \$1,026,000 for the public purpose of paying (i) the Issuer's cumulative cash flow deficit; and (ii) professional services rendered in relation to such purposes and the financing thereof.

Section 2. DESIGNATION, DATE, DENOMINATION, STATED MATURITY OF NOTE. The Note issued pursuant to this Ordinance shall be designated: "CITY OF STARBASE, TEXAS, 2025B TAX NOTE," and there shall be issued, sold, and delivered hereunder one note, without interest coupons, dated the date of delivery, in the denomination and principal amount of \$1,026,000, with any note issued in replacement thereof being in the denomination of the full principal amount of the Note issued, payable to the purchaser designated in Section 10, or to its successor and assign (in each case, the "Owner"). Principal of said Note shall become due and payable on September 28, 2026 (the "Stated Maturity"), and the Note shall not bear interest on the unpaid balance of the principal amount thereof, all as stated in the FORM OF NOTE set forth in Exhibit A to this Ordinance.

The term "Note" as used in this Ordinance shall mean and include collectively the note initially issued and delivered pursuant to this Ordinance and any substitute note exchanged therefor, as well as any other substitute or replacement note issued pursuant hereto, and the term "Note" shall mean any such note.

Section 3. CHARACTERISTICS OF THE NOTE.

(a) Address, Transfer and Exchange. The Issuer shall obtain the address of the Owner of the Note to which payments with respect to the Note shall be mailed, as herein provided; but it shall be the duty of the Owner to notify the Issuer in writing of the address to which payments shall be mailed, and such payments shall not be mailed unless such notice has been given. Assignments, transfers and exchanges of a Note shall be made in the manner provided and with the effect stated in the FORM OF NOTE attached as Exhibit A to this Ordinance. The Issuer promptly shall cancel any paid Note and any Note surrendered for exchange. No additional ordinances, orders or resolutions need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing exchange of any Note or portion thereof, and the Issuer shall provide for the execution and delivery of the substitute Note in the manner prescribed herein.

(b) Payment to Owner. Notwithstanding any other provision of this Ordinance to the contrary, the Issuer shall be entitled to treat and consider the person in whose name each Note is issued as the absolute owner of such Note for the purpose of payment of principal with respect to such Note, and for all other purposes whatsoever. The Issuer shall pay all principal of the Note only to or upon the order of the Owner, as provided in this Ordinance, or its respective attorney duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of the Note to the extent of the sum or sums so paid.

(c) General Characteristics of the Note. The Note (i) shall be issued in without interest coupons, with the principal of such Note to be payable only to the Owner, (ii) may be transferred and assigned, (iii) may be exchanged for another Note, (iv) shall have the characteristics, (v) shall be signed, sealed, and executed, (vi) the principal of the Note shall be payable, (vii) may or shall be redeemed prior to the scheduled principal maturities or installments, and (viii) shall be administered and the Issuer shall have certain duties and responsibilities with respect to the Note, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF NOTE set forth as Exhibit A to this Ordinance.

(d) Delivery of the Note. On the closing date, one Note representing the entire principal amount of the Note, payable to the purchaser designated in Section 10, executed by manual or facsimile signature of the Mayor or Mayor Pro-Tem and City Clerk of the Issuer, and with the date of delivery inserted thereon, will be delivered to such purchaser.

Section 4. FORM OF NOTE. The form of the Note, including the form of Assignment to be attached to the Note initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as shown in Exhibit A to this Ordinance, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance.

Section 5. SINKING FUND. A special Sinking Fund (the "Sinking Fund") is hereby created and shall be established and maintained by the Issuer as a separate fund or account and the funds therein shall be deposited into and held in an account at an official depository bank of said Issuer. Said Sinking Fund shall be kept separate and apart from all other funds and accounts of said Issuer, and shall be used only for paying the principal of said Note. All ad valorem taxes levied and collected for and on account of said Note shall be deposited, as collected, to the credit of said Sinking Fund. During each year while any of said Note is outstanding and unpaid, the governing body of said Issuer shall compute and ascertain a rate and amount of ad valorem tax that will be sufficient to raise and produce the money required to provide and maintain a sinking fund adequate to pay the principal of said Note as such principal matures (but never less than 2% of the original amount of said Note as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of said Issuer, with full allowances being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in said Issuer, for each year while said Note is outstanding and unpaid, and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the principal of said Note, as such principal

matures, are hereby pledged for such payment, within the limit prescribed by law. If lawfully available moneys of the Issuer are actually on deposit or budgeted and appropriated to be deposited in the Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes that otherwise would have been required to be levied pursuant to this Section may be reduced to the extent and by the amount of the lawfully available funds then on deposit or budgeted and appropriated to be deposited in the Sinking Fund.

Section 6. DISCHARGE OF NOTE. The Issuer reserves the right to defease, refund or discharge the Note in any manner now or hereafter permitted by law.

Section 7. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED NOTE.

(a) Replacement Note. In the event any outstanding Note is damaged, mutilated, lost, stolen or destroyed, the Issuer shall cause to be printed, executed and delivered, a new Note of the same principal amount and maturity, as the damaged, mutilated, lost, stolen or destroyed Note, in replacement for such Note in the manner hereinafter provided.

(b) Application for Replacement Note. Application for replacement of a damaged, mutilated, lost, stolen or destroyed Note shall be made by the Owner thereof to the Issuer. In every case of loss, theft or destruction of a Note, the Owner applying for a replacement Note shall furnish to the Issuer such security or indemnity as may be required by the Issuer to save it harmless from any loss or damage with respect thereto. Also, in every case of loss, theft or destruction of a Note, the Owner shall furnish to the Issuer evidence to its satisfaction of the loss, theft or destruction of such Note, as the case may be. In every case of damage or mutilation of a Note, the Owner shall surrender to the Issuer for cancellation the Note so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Note shall have matured, and no default has occurred that is then continuing in the payment of the principal of the Note, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Note) instead of issuing a replacement Note, provided security or indemnity is furnished as above provided in this Section.

(d) Enforceability of Replacement Note. Every replacement Note issued pursuant to the provisions of this Section by virtue of the fact that any Note is lost, stolen or destroyed shall constitute a contractual obligation of the Issuer whether or not the lost, stolen or destroyed Note shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance.

(e) Authority for Issuing Replacement Note. In accordance with Section 1206.022, Texas Government Code, this Section 7 of this Ordinance shall constitute authority for the issuance of any such replacement Note without necessity of further action by the governing body of the Issuer or any other body or person.

Section 8. CUSTODY OF NOTE; ENGAGEMENT OF BOND COUNSEL.

(a) The Mayor of the Issuer is hereby authorized to have control of the Note initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Note pending its delivery to the Owner.

(b) The obligation of the Owner to accept delivery of the Note is subject to the Owner being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the Issuer, which opinion shall be dated as of and delivered on the date of initial delivery of the Note to the Owner. The engagement of such firm as bond counsel to the Issuer in connection with the issuance, sale and delivery of the Note is hereby approved and confirmed. The execution and delivery of an engagement letter between the Issuer and such firm, with respect to services as bond counsel, is hereby authorized in

such form as may be approved by the Mayor or Mayor Pro-Tem, and the Mayor or Mayor Pro-Tem is hereby authorized to execute such engagement letter.

Section 9. NOTES NOT TAX-EXEMPT OBLIGATIONS. It is the intention of the Issuer that the Note not be an obligation described in section 103 of the Internal Revenue Code of 1986, as amended, interest on which is excludable from the gross income of the holders.

Section 10. SALE OF NOTE. The Note is hereby initially sold and shall be delivered to Space Exploration Technologies Corp. (the "Purchaser"), for cash for the par value thereof, pursuant to the Purchase Agreement dated the date of the final passage of this Ordinance which the Mayor is hereby authorized to execute and deliver. It is hereby officially found, determined, and declared that the terms of this sale are the most advantageous reasonably obtainable.

Section 11. FURTHER PROCEDURES. The Mayor, Mayor Pro-Tem, City Administrator, City Clerk, and all other officers, employees and agents of the Issuer, and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the Issuer such certificates, documents and other instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Note and the sale of the Note. Prior to the initial delivery of the Note, the Mayor, Mayor Pro-Tem, City Administrator or City Clerk are hereby authorized and directed to approve any changes or corrections to this Ordinance or to any of the instruments authorized and approved by this Ordinance necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance, or (ii) as may be necessary or convenient to carry out or assist in carrying out the intent and purposes of this Ordinance. In case any officer whose signature shall appear on any Note shall cease to be such officer before the delivery of such Note, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 12. NO RULE 15c2-12 UNDERTAKING. The Issuer has not made an undertaking in accordance with Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") in connection with the issuance of the Note. The Issuer is not, therefore, obligated pursuant to the Rule to provide any ongoing disclosure relating to the Issuer or the Note in connection with the issuance of the Note.

Section 13. METHOD OF AMENDMENT. The Issuer hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

(a) The Issuer may from time to time, without the consent of the Owner, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance in order to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the holder, (ii) grant additional rights or security for the benefit of the holder, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the holder, (iv) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (v) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be inconsistent with the provisions of this Ordinance and that shall not in the opinion of the Issuer's Bond Counsel materially adversely affect the interests of the holder.

(b) Except as provided in paragraph (a) above, the Owner shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the Issuer; provided, however, that without the consent of the Owner, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in the Note so as to (i) make any change in the maturity of the Note; (ii) reduce the amount of the principal of payable on the Note; (iii) modify the terms of payment of principal on the Note or impose any condition with respect to such payment; or (iv) change the requirement with respect to Owner consent to such amendment.

(c) If at any time the Issuer shall desire to amend this Ordinance under this Section, the Issuer shall send by U.S. mail to the Owner of the Note a copy of the proposed amendment.

(d) Whenever at any time within one year from the date of the mailing of such notice the Issuer shall receive an instrument or instruments executed by the Owner of the Note, which instrument or instruments shall refer to the proposed amendment and that shall specifically consent to and approve such amendment, the Issuer may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the Issuer and the Owner of the Note shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the Owner of the Note pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the mailing of the notice as provided for in this Section, and shall be conclusive and binding upon all future holders of the same Note during such period. Such consent may be revoked at any time after six months from the date of the mailing of said notice by the Owner, or by a successor in title, by filing notice with the Issuer.

Section 14. DEFAULT AND REMEDIES

(a) Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of the Note when the same becomes due and payable and such failure is not remedied within thirty (30) days thereafter; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the Issuer, the failure to perform which materially, adversely affects the rights of the Owner of the Note, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 90 days after notice of such default is given by the Owner to the Issuer.

(b) Remedies for Default. Upon the happening of any Event of Default, then and in every case, the Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the Issuer for the purpose of protecting and enforcing the rights of the Owner under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Owner hereunder or any combination of such remedies.

(c) Remedies Not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Note or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Note shall not be available as a remedy under this Ordinance.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Note authorized under this Ordinance, the Owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the Issuer or the City Commission.

Section 15. NOTE PROCEEDS FUND.

(a) The Issuer hereby creates and establishes and shall maintain on the books of the Issuer a separate fund to be entitled the "2025B Tax Note Proceeds Fund" (the "Note Proceeds Fund") for use by the Issuer for payment of all lawful costs associated with the payment of the Issuer's cumulative cash flow deficit as hereinbefore provided. Upon payment of all such costs, any moneys remaining on deposit in said fund shall be transferred to the Sinking fund. Amounts so deposited to the Sinking Fund shall be used in the manner described in Section 5 of this Ordinance.

(b) The Issuer may invest proceeds of the Note (including investment earnings thereon) and amounts deposited into the Sinking Fund in investments authorized by the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended; provided, however, that the Issuer hereby covenants that the proceeds of the sale of the Note will be used as soon as practicable for the purposes for which the Note is issued.

(c) All deposits authorized or required by this Ordinance shall be secured to the fullest extent required by law for the security of public funds.

Section 16. SEVERABILITY. If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this Ordinance, despite such invalidity, which remaining portions shall remain in full force and effect.

Section 17. EFFECTIVE DATE. In accordance with the provisions of Texas Government Code, Section 1201.028, this Ordinance shall be effective immediately upon its adoption by the City Commission.

(Execution Page Follows)

PASSED, APPROVED AND EFFECTIVE this September 17, 2025.

Mayor, City of Starbase, Texas

ATTEST:

City Clerk, City of Starbase, Texas

[CITY SEAL]

EXHIBIT A

FORM OF NOTE

A. The form of the Note, including the form of Assignment to be attached to the Note issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance.

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF STARBASE, TEXAS
2025B TAX NOTE

<u>Delivery Date</u>	<u>Stated Maturity</u>
September 29, 2025	September 28, 2026

OWNER: SPACE EXPLORATION TECHNOLOGIES CORP.

PRINCIPAL AMOUNT: ONE MILLION TWENTY-SIX THOUSAND DOLLARS

The City of Starbase, Texas (the "Issuer"), being a political subdivision of the State of Texas located in Cameron County, Texas, for value received, promises to pay, from the sources described herein, to the owner specified above, or its successor or assign (hereinafter called the "Owner"), on the Stated Maturity date specified above the principal amount hereinabove stated (or so much thereof as shall not have been redeemed prior to maturity). This Note shall not bear interest.

THE PRINCIPAL OF THIS NOTE is payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Note is payable to the Owner hereof upon presentation and surrender of this Note at its Stated Maturity, or upon the date fixed for its redemption prior to maturity, at the office of Issuer's official depository bank. In addition, principal may be paid by such other method, acceptable to the Issuer, requested by, and at the risk and expense of, the Owner.

IF THE DATE for the payment of the principal of this Note shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the city where the principal office of the Issuer's official depository bank is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day that is not such a Saturday, Sunday, legal holiday or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS NOTE is dated the Delivery Date specified above, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$1,026,000 for the public purpose of paying (i) the Issuer's cumulative cash flow deficit; and (ii) professional services rendered in relation to the financing thereof.

THIS NOTE SHALL BE SUBJECT TO REDEMPTION prior to maturity, at the option of the Issuer, in whole or in part, on any business day thereafter, at the redemption price of par.

NOT LESS THAN ten (10) days prior to a redemption date for this Note, the Issuer shall send a notice of redemption by United States Mail, first class postage prepaid, to the Owner at the address of the Owner, and any notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Owner.

ALL NOTICES OF REDEMPTION shall (i) specify the date of redemption for this Note, (ii) identify the portion of this Note to be redeemed, (iii) state the redemption price, (iv) state that this Note shall become due and payable on the redemption date specified, and (v) specify that payment of the redemption price for this Note shall be made at the office of the Issuer's official depository bank only upon presentation and surrender of this Note. If this Note has been called for redemption and notice of redemption has been duly given as hereinabove provided, this Note shall become due and payable; provided moneys sufficient for the payment of this Note at the then applicable redemption price are held for the purpose of such payment by the Issuer at its official depository bank.

THIS NOTE IS ISSUABLE IN THE FORM of one Note without coupons in the denomination of \$1,026,000. This Note may be transferred or exchanged as provided in the Note Ordinance, only upon surrender of this Note together with a written instrument of transfer or authorization for exchange satisfactory to the Issuer and duly executed by the Owner or his duly authorized attorney, and thereupon a new Note of the same Stated Maturity and in the same aggregate principal amount shall be issued by the Issuer to the transferee in exchange therefor as provided in the Note Ordinance. The Issuer shall not be required to make any such transfer or exchange within ten (10) days prior to a redemption date.

IT IS HEREBY certified, recited and covenanted that this Note has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this Note have been performed, existed and been done in accordance with law; and that annual ad valorem taxes sufficient to provide for the payment of principal of this Note, as such principal matures, have been levied and ordered to be levied against all taxable property in said Issuer, and have been pledged for such payment, within the limit prescribed by law.

THE ISSUER HAS RESERVED THE RIGHT to amend the Note Ordinance as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the Owner of the Note.

BY BECOMING the Owner of this Note, the Owner thereby acknowledges all of the terms and provisions of the Note Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Note Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Note and the Note Ordinance constitute a contract between each Owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Note to be signed with the manual or facsimile signature of the Mayor of the Issuer (or in the Mayor's absence, by the Mayor Pro-Tem) and countersigned with the manual or facsimile signature of the City Clerk of said Issuer, and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Note.

(signature)
City Clerk

(signature)
Mayor

(SEAL)

B. Form of Assignment

ASSIGNMENT
(Please print or type clearly)

For value received, the undersigned hereby sells, assigns and transfers _____

Transferee's Social Security or Taxpayer Identification
Number: _____

Transferee's name and address, including zip code: _____

the within Note and all rights thereunder.

Dated: _____.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.

NOTICE: The signature above must correspond with the name of the owner as it appears upon the front of this Note in every particular, without alteration or enlargement or any change whatsoever.

PURCHASE AGREEMENT

September 17, 2025

Members of the City Commission
City of Starbase, Texas
39046 LBJ Blvd. Unit 02
Starbase, Texas 78521

McCall, Parkhurst & Horton L.L.P.
717 N. Harwood, 9th Floor
Dallas, Texas 75201

Hilltop Securities Inc.
717 N Harwood, Suite 3400
Dallas, Texas 75201

I, the undersigned, being an authorized officer of Space Exploration Technologies Corp. (the “Purchaser”), being an “Accredited Investor” as defined in Regulation D under the Securities Act, acknowledge that the City of Starbase, Texas (the “Issuer”) is issuing its 2025B Tax Note (the “Note”) in the amount of \$1,026,000 for the purpose of paying the Issuer's cumulative cash flow deficit and costs incurred in connection with the issuance of the Note. The Note is to be issued under the authority of Chapter 1431, Texas Government Code, as amended.

The Purchaser understands that the Note will constitute a general obligation of the Issuer, payable from and secured by the receipts of an ad valorem tax levied, within the limits prescribed by law, sufficient to pay the principal of the Note, as such principal come due, and further understands that, in accordance with Texas state law, the Issuer is limited to a tax rate of \$1.50 per \$100 of taxable assessed valuation, including the payment of debt service on its debt, including the Note. The Purchaser hereby acknowledges receipt of the ordinance authorizing the issuance and sale of the Note (the “Ordinance”) adopted by the City Commission of the Issuer on September 17, 2025.

The Purchaser further understands that the Note will be sold for cash, and delivered in the form of a single note in the denomination of \$1,026,000, as reduced by payments and redemptions of principal. The Note will initially be made payable to the order of the Purchaser, but may be assigned by the Purchaser in whole, but not in part. The Note will be delivered in physical form, and will not be subject to a book-entry system of payment, registration and transfer.

In connection with the Note, the Purchaser agrees as follows:

- A. The Purchaser agrees to purchase and the Issuer agrees to sell the Note at the purchase price of \$1,026,000, being the principal amount of the Note. Delivery of the Note to the Purchaser (the “Closing”) shall be made at the Dallas, Texas, office of McCall, Parkhurst & Horton L.L.P., the Issuer’s Bond Counsel, on or about September 29, 2025 (the “Delivery Date”), it being understood that this Delivery Date may be extended by mutual consent of the Purchaser and the Issuer.
- B. The Note will mature on September 28, 2026. The Note shall not bear interest. The Purchaser acknowledges that it is the intention of the Issuer that the Notes not be obligations described in section 103 of the Internal Revenue Code of 1986, as amended, interest on which is excludable from the gross income of the holders and in that regard the Issuer will not file a form 8038-G, or any comparable information return relating to tax-exempt obligations, with the Internal Revenue Service.

- C. On any business day, with ten (10) days notice, the unpaid principal of the Note may be redeemed, in whole or in part, prior to maturity, at the option of the Issuer, at a redemption price equal to the principal amount to be redeemed.
- D. In regard to its purchase of the Note, the Purchaser acknowledges that no prospectus or other offering document has been prepared; however, the Issuer has furnished the Purchaser with all information requested by the Purchaser that the Purchaser has attached significance thereto to permit the Purchaser to make an informed decision concerning its purchase of the Note, and the Purchaser has made such inspections and investigations as it has deemed necessary to determine the credit quality of the Note and to assess the risk factors associated with the purchase and ownership of the Note. The Purchaser hereby acknowledges and represents that it has been furnished with such financial information relating to the Issuer as it has requested for the purpose of making its assessment of an extension of credit represented by purchasing the Note. The Purchaser hereby acknowledges and represents that it is familiar with the financial condition of the Issuer and the ability of the Issuer to timely pay the principal of the Note. The Purchaser has had a reasonable opportunity to request and review such other information as it needs from the Issuer in order to enable it to make an informed decision to purchase the Note. The Purchaser is not relying on McCall, Parkhurst & Horton L.L.P., the Issuer's Bond Counsel in connection with the Note, or on Hilltop Securities Inc., the Issuer's Financial Advisor, as to the completeness or accuracy of any financial information provided to the Purchaser by the Issuer in connection with its determination to purchase the Note. In connection with the purchase of the Note, the Purchaser is not acting in a fiduciary capacity to the Issuer or in the capacity of a broker, dealer, municipal securities underwriter, financial advisor or municipal advisor.
- E. The Note is being purchased by the Purchaser for the account of the Purchaser as evidence of a loan (and not on behalf of another), and the Purchaser has no present intention of reselling such Note or dividing its interest therein, either currently or after the passage of a fixed or determinable period of time or upon the occurrence or nonoccurrence of any predetermined event or circumstance; provided, however that the Purchaser reserves the right to sell, pledge, transfer, convey, hypothecate, or dispose of the Note at some future date, but only to: (i) an affiliate of the Purchaser; (ii) a "Bank" as defined in section 3(a)(2) of the Securities Act; (iii) an "Accredited Investor" as defined in Regulation D under the Securities Act; or (iv) a "Qualified Institutional Buyer" as defined in Regulation 144A under the Securities Act. The Note may be transferred to the new owner in whole but not in part.
- F. The Purchaser acknowledges that (1) the Note will not be rated; (2) the Note will not be listed on any securities exchange; and (3) no trading market now exists for the Note, and none may exist in the future. Accordingly, the Purchaser understands that it may need to bear the risks of this loan for an indefinite time, since any sale prior to the maturity for the Note may not be possible or may be at a price below that which the Purchaser is paying for the Note.
- G. It is understood and agreed that (1) the Purchaser is buying the Note in a private placement by the Issuer to the Purchaser; (2) the Note is exempt from any federal securities registration requirements by virtue of Section 3(a)(2) of the Securities Act; and (3) the private placement of the Note is exempt from the provisions of Rule 15c2-12 of the United States Securities and Exchange Commission (the "Rule"); consequently the Issuer has not undertaken to make any on-going disclosures for the benefit of the owner of the Note in accordance with the Rule.
- H. This Purchase Agreement shall be terminated by delivery of the Note in the amount of \$1,026,000 to the Purchaser on the Delivery Date, provided that the representations of the Purchaser in paragraphs D., E., F., and G. shall survive the termination hereof.
- I. As a condition to the purchase of the Note, the Purchaser shall receive at the Closing:

1. An opinion of Bond Counsel in substantially the form attached hereto as Exhibit A;
2. A certified copy of the Ordinance;
3. An incumbency and no-litigation certificate in the form satisfactory to the Purchaser; and
4. Such other items as the Purchaser shall reasonably require.

J. The Purchaser hereby makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as amended (the “Government Code”), in entering into this Agreement. As used in such verifications, “affiliate” means an entity that controls, is controlled by, or is under common control with the Purchaser within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Purchase Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Purchase Agreement, notwithstanding anything in this Purchase Agreement to the contrary.

(a) Not a Sanctioned Company. The Purchaser represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Purchaser and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(b) No Boycott of Israel. The Purchaser hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, “boycott Israel” has the meaning provided in Section 2271.001, Government Code.

(c) No Discrimination Against Firearm Entities. The Purchaser hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning provided in Section 2274.001(3), Government Code.

(d) No Boycott of Energy Companies. The Purchaser hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code.

K. The Purchaser has delivered to the Issuer a disclosure form and certification of filing generated by the Texas Ethics Commission’s (the “TEC”) electronic portal (the “Disclosure Form”), signed by an authorized agent of the Purchaser and attested to by unsworn declaration, prior to the execution of this Purchase Agreement by the Issuer and the Purchaser. The Issuer hereby confirms receipt of the Disclosure Form from the Purchaser and agrees to acknowledge such form with the TEC through its electronic filing application within thirty (30) days of the date of this Purchase Agreement.

- L. This Purchase Agreement may be executed in any number of counterparts, each of which shall be deemed as an original and all of which shall constitute one and the same agreement. The delivery of copies of this Purchase Agreement as executed by Adobe Acrobat PDF or similar electronic form of execution, or by electronic reproduction of a manual signature transmitted via electronic mail or facsimile, shall constitute effective execution and delivery as to the parties and may be used in lieu of originals for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[Remainder of page intentionally left blank]

Respectfully submitted,

SPACE EXPLORATION TECHNOLOGIES CORP.

By: _____

Name: _____

Title: _____

ACCEPTANCE

ACCEPTED pursuant to the Ordinance adopted by the City Commission of the City of Starbase, Texas, this the 17th day of September, 2025.

Mayor
City of Starbase, Texas

Exhibit A

Form of Opinion of Bond Counsel

September 29, 2025

Members of the City Commission
City of Starbase, Texas
39046 LBJ Blvd. Unit 02
Starbase, Texas 78521

Space Exploration Technologies Corp.
54298 Boca Chica Blvd.
Starbase, Texas 78521

Re: \$1,026,000 City of Starbase, Texas 2025B Tax Note

As Bond Counsel for the City of Starbase, Texas, the issuer (the “Issuer”) of the Note (the “Note”) described above, we have examined into the legality and validity of the Note, which does not bear interest, and matures and is subject to redemption prior to maturity, all in accordance with the terms and conditions stated in the text of the Note.

We have examined the applicable and pertinent provisions of the Constitution and laws of the State of Texas, and a transcript of certified proceedings of the Issuer, and other pertinent instruments authorizing and relating to the issuance of the Note, including executed Note payable to Space Exploration Technologies Corp.

Based on said examination, it is our opinion that the Note has been authorized, issued and duly delivered in accordance with law; and that except as may be limited by laws applicable to the Issuer relating to governmental immunity, bankruptcy, reorganization, and other similar matters affecting creditors’ rights generally, and by general principles of equity which permit the exercise of judicial discretion, the Note constitutes a valid and legally binding obligation of the Issuer; and that a continuing ad valorem tax of the Issuer sufficient to provide for the payment of the principal of the Note has been levied and pledged for such purpose, within the limits prescribed by law, as provided in the ordinance authorizing the issuance of the Note.

We express no opinion as to any federal, state or local tax consequences of acquiring, carrying, owning, or disposing of the Note. The owner of the Note should consult its own tax advisors regarding the applicability of any collateral tax consequences of owning the Note.

We express no opinion as to any insurance policies issued with respect to the payments due for the principal of the Note, nor as to any such insurance policies issued in the future.

Our sole engagement in connection with the issuance of the Note is as Bond Counsel for the Issuer, and, in that capacity, we have been engaged by the Issuer for the sole purpose of rendering our opinions with respect to the legality and validity of the Note under the Constitution and laws of the State of Texas, and for no other reason or purpose. The foregoing opinions represent our legal judgment based upon a review of existing legal authorities that we deem relevant to render such opinions and are not a guarantee of a result. We have not been requested to investigate or verify, and have not independently investigated or verified, any records, data, or other material relating to the financial condition or capabilities of the Issuer, or the disclosure, if any, thereof in connection with the sale of the Note, and have not assumed any responsibility with respect thereto. We express no opinion and make no comment with respect to the

marketability of the Note and have relied solely on Note executed by officials of the Issuer as to certain matters upon which we have relied in rendering our opinion, including the current outstanding indebtedness of, and the assessed valuation of taxable property within, the Issuer.

Our opinions are based on existing law, which is subject to change. Such opinions are further based on our knowledge of facts as of the date hereof. We assume no duty to update or supplement our opinions to reflect any facts or circumstances that may thereafter come to our attention or to reflect any changes in any law that may thereafter occur or become effective. Moreover, our opinions are not a guarantee of result; rather, such opinions represent our legal judgment based upon our review of existing law and in reliance upon the representations and covenants referenced above that we deem relevant to such opinions.

This opinion is furnished solely for your benefit and may be relied upon only by the addressees hereof or anyone to whom specific permission is given in writing by us.

Respectfully,

S T A R B A S E

CITY COMMISSION AGENDA MEMO

TO: Mayor and City Commission

FROM: City Administrator

MEETING DATE: September 17, 2025

ITEM: August 2025 Financial Statements

SUMMARY

The financial statements for August 2025 are being presented to the City Commission for review and acceptance.

BACKGROUND

To be transparent about City finances, the City Commission will be requested to review, discuss and accept detailed financial statements documenting all financial transactions for the previous month. Once accepted by the City Commission, they will then be posted on the city website. At Wednesday's Commission meeting I will summarize the attached statements and then be available to respond to any questions.

STAFF RECOMMENDATIONS

It is recommended that the August 2025 financial statement be accepted.

Suggested Motion: "It is moved that the financial statements for August 2025 be accepted."

ATTACHMENTS

August 2025 Financial Statements

City of Starbase

Financial Statements

August 31, 2025

**Page****FINANCIAL STATEMENTS:**

Balance Sheet – General Fund 1

Statement of Revenue, Expenditures, and Changes in Fund Balances – General Fund..... 2

REQUIRED SUPPLEMENTARY INFORMATION

Schedule of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual – General Fund 4

City of Starbase, Texas
Balance Sheet – General Fund

August 31, 2025

Assets

Cash and cash equivalents	\$ 977,037
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Total assets	\$ 977,037
--------------	------------

**Liabilities, Deferred Inflows of Resources,
and Fund Balances**

Liabilities

Accounts payable	\$ 106,041
------------------	------------

Total liabilities	106,041
-------------------	---------

Fund balances

Unassigned	870,996
------------	---------

Total fund balances	870,996
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Total liabilities, deferred inflows of resources, and fund balances	\$ 977,037
--	------------

*No assurance is provided on these financial statements. Substantially all disclosures required by
generally accepted accounting principles are omitted.*

City of Starbase, Texas
Statement of Revenues, Expenditures, and Changes in Fund Balances
General Fund

For the three months ended August 31, 2025

Revenues	
Permits and Fees	\$ 484,840
Interest income	7,631
Miscellaneous revenue	552
Total revenues	493,023
 Expenditures	
Current	
General government	1,150,027
Total expenditures	1,150,027
Excess (deficiency) of revenues over (under) expenditures	(657,004)
 Other Financing Sources (Uses)	
Proceeds from issuance of debt	1,528,000
Net other financing sources (uses)	1,528,000
Net change in fund balances	870,996
Fund balances, beginning of year	-
Fund balances, end of year	\$ 870,996

No assurance is provided on these financial statements. Substantially all disclosures required by generally accepted accounting principles are omitted.

REQUIRED SUPPLEMENTARY INFORMATION

City of Starbase, Texas
Schedule of Revenues, Expenditures, and Changes in Fund Balances
Budget and Actual
General Fund

<i>For the three months ended August 31, 2025</i>	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
Revenues				
Other taxes	\$ 2,000	\$ 2,000	\$ -	\$ (2,000)
Permits and fees	505,719	505,719	484,840	(20,879)
Interest income	2,000	2,000	7,631	5,631
Miscellaneous revenue	10,000	10,000	552	(9,448)
Total revenues	519,719	519,719	493,023	(26,696)
Expenditures				
General government	1,057,140	1,057,140	1,150,027	(92,887)
Public safety	884,000	884,000	-	884,000
Total expenditures	1,941,140	1,941,140	1,150,027	791,113
Excess of revenues over expenditures	(1,421,421)	(1,421,421)	(657,004)	764,417
Other Financing Sources				
Proceeds from issuance of debt	1,500,000	1,500,000	1,528,000	(28,000)
Total other financing sources	1,500,000	1,500,000	1,528,000	(28,000)
Net change in fund balance	78,579	78,579	870,996	736,417
Fund balance, beginning of the year	-	-	-	-
Fund balance, end of year	\$ 78,579	\$ 78,579	\$ 870,996	\$ 736,417

No assurance is provided on these financial statements. Substantially all disclosures required by generally accepted accounting principles are omitted.

City of Starbase, Texas
General Fund Budget and Actual - Detailed
For the Month Ended August 31, 2025

	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
Revenues				
Other taxes				
Mixed beverage tax and fees	\$ 2,000	\$ 2,000	\$ -	\$ (2,000)
Permits and fees				
New home permits	115,445	115,445	87,403	(28,042)
Existing home inspections	3,000	3,000	-	(3,000)
Commercial/Multifamily	367,274	367,274	388,645	21,371
Other - subdivision/plats/re-plats	10,000	10,000	8,792	(1,208)
Liquor license revenue	2,000	2,000	-	(2,000)
Remodel/addition permits	5,000	5,000	-	(5,000)
Special events	1,000	1,000	-	(1,000)
Other permits	2,000	2,000	-	(2,000)
Interest income	2,000	2,000	7,631	5,631
Miscellaneous revenue				
Other revenue	5,000	5,000	552	(4,448)
Municipal court revenue	5,000	5,000	-	(5,000)
Total revenues	519,719	519,719	493,023	(26,696)
Expenditures				
General government				
Bank fees and charges	1,332	1,332	-	1,332
Office supplies	1,667	1,667	-	1,667
Office equipment	1,667	1,667	170	1,497
City meeting place and office lease	400	400	-	400
Postage and shipping	1,500	1,500	-	1,500
Printing and reproduction	3,000	3,000	-	3,000
City administration software	25,000	25,000	13,309	11,691
Branding and ad budget	8,333	8,333	-	8,333
Permitting software community core	67,500	67,500	67,500	-
JustFOIA - assigned by spacex	14,699	14,699	-	14,699
Tec-refresh	122,372	122,372	61,768	60,604
Audit expense	16,000	16,000	-	16,000
Code administrator	4,000	4,000	-	4,000
Mapping	1,667	1,667	-	1,667
Legal expenses - general	6,667	6,667	-	6,667
Building permit review and inspections	460,619	460,619	537,586	(76,967)
Code compliance	2,000	2,000	-	2,000
Contract services engineering	40,000	40,000	58,935	(18,935)
Contract services city clerk	37,050	37,050	40,780	(3,730)

City of Starbase, Texas
General Fund Budget and Actual - Detailed
For the Month Ended August 31, 2025
(continued)

	Original	Final		Variance with Final Budget Positive (Negative)
<i>For the year ended September 30, 2025</i>	Budget	Budget	Actual	
Contract services city administrator	88,000	88,000	49,294	38,706
Contract services city attorney	100,000	100,000	284,586	(184,586)
Contract services	-	-	23,812	(23,812)
Dues and memberships	3,333	3,333	-	3,333
Election expenses	1,333	1,333	-	1,333
TML dues	667	667	-	667
Meeting expenses	1,667	1,667	-	1,667
Public notices	8,333	8,333	-	8,333
Travel and vehicle expenses	5,000	5,000	-	5,000
Elected official travel	5,000	5,000	-	5,000
Training and prof develop elected body	1,667	1,667	-	1,667
Training and prof develop staff	1,667	1,667	-	1,667
Training and prof develop boards/com	1,667	1,667	-	1,667
Community relations	1,667	1,667	3,250	(1,583)
Other operating expenses	13,333	13,333	-	13,333
TMLIRP	8,333	8,333	6,498	1,835
Telephone and internet	-	-	2,539	(2,539)
Public safety				
Municipal court costs	2,666	2,666	-	2,666
Municipal court judge	4,000	4,000	-	4,000
Prosecutor	4,000	4,000	-	4,000
Court Bailiff	2,667	2,667	-	2,667
Law enforcement ILA contract	866,667	866,667	-	866,667
Volunteer fire department expenses	4,000	4,000	-	4,000
Total expenditures	1,941,140	1,941,140	1,150,027	791,113
Excess of revenues over expenditures	(1,421,421)	(1,421,421)	(657,004)	764,417
Other Financing Sources				
Proceeds from issuance of debt	1,500,000	1,500,000	1,528,000	(28,000)
Total other financing sources	1,500,000	1,500,000	1,528,000	(28,000)
Net change in fund balance	78,579	78,579	870,996	736,417
Fund balance, beginning of the year	-	-	-	-
Fund balance, end of year	\$ 78,579	\$ 78,579	\$ 870,996	\$ 736,417

S T A R B A S E

CITY COMMISSION AGENDA MEMO

TO: Mayor and City Commission

FROM: City Administrator

MEETING DATE: September 17, 2025

ITEM: Agreement for Assistant City Clerk/Municipal Court Clerk

SUMMARY

The City is proposing to hire Gretchen Norton for the Assistant City Clerk/Municipal Court Clerk position effective October 1.

BACKGROUND

Due to the continued increased workload for the City Clerk and the proposed addition of a new Municipal Court, this part-time position has been approved in the FY 2026 City Budget.

We posted this position locally and received four applications. Last week we interviewed two of the applicants and decided that Gretchen Norton was the best candidate for this position. Attached are her resume and the contract with Clear Career Professionals for her services. If the Commission approves her hiring, she will start on October 1 and initially work about 20 hours a week.

STAFF RECOMMENDATIONS

Suggested Motion: “approve the agreement with Clear Career Professionals for the hiring of Gretchen Norton for the position of Assistant City Clerk/Municipal Court Clerk”.

ATTACHMENTS

Agreement with Clear Career Professionals
Resume for Gretchen Norton

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 (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:

Gretchen Norton – Assistant City Clerk/Municipal Court Clerk

The 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:

Gretchen Norton- \$55.00 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

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



Agreement for Interim Services

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 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

Clear Career Professionals
Agreement for Interim Services

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 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

bobby.peden@starbase.texas.gov

39046 LBJ Boulevard

Brownsville, TX. 78521

To Clear:

Michael Boese, President Clear Career Professionals LLC

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

Clear Career Professionals

Agreement for Interim Services

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)

Mayor Bobby Peden, City of Starbase, Texas