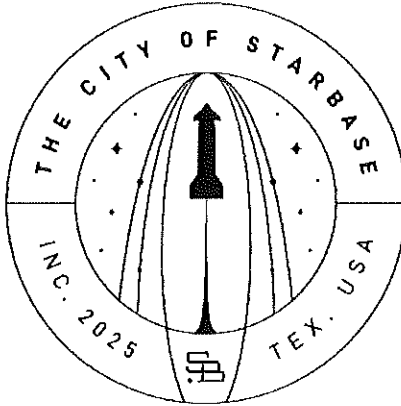




City of Starbase
Notice of City Commission Meeting
39046 L B J Boulevard
Starbase, TX 78521
Wednesday, October 15, 2025
7:00 PM

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, October 15, 2025**

A. Call to Order and Quorum Determination

B. Pledge of Allegiance

C. Public Comment on All Agenda Items, except public hearing – *comments limited to two minutes per individual, as set forth above. Any comments related to the public hearing item will be reserved for the public hearing.*

D. Consent Agenda

1. Action regarding the minutes of the September 11, 2025, September 17, 2025, and September 25, 2025, City Commission meetings.
2. Action on an agreement with Burton, McCumber & Longoria, LLP for municipal auditing services.
3. Action to authorize the City Administrator to execute a Chapter 43 Texas Local Government Code Municipal Services Agreement with Space Exploration Technologies Corp. for the provision of municipal services upon annexation of a 1,256.978 acre tract of land.
4. Action on a resolution providing for city bulletin boards to display physical postings of City Commission meeting notices.

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

1. Conduct a public hearing on an ordinance annexing into the corporate limits of the City of Starbase an approximate 1,256.978 acre tract of land located in Cameron County, Texas, comprised of: 1) a 1,212.85 acre tract out of Share I and Share II of the San Martin Grant A-6 and the H.M. Skelton Vacancy Award, A-269, in Cameron County, Texas, comprised of 912.64 acres, as recorded in the real property records of Cameron County, Texas as document no. 2016-6495, and 300.20 acres, as recorded in the real property records of Cameron County, Texas as Document No. 2024-35969; 2) a 21.16 acre tract of land being out of a 70.33 acre tract of the Rio Grande Beach Subdivision, Unit No. Four, as recorded in Vol. 22, Page 21 in the Cameron County Map Records; and 3) a 22.968 acre tract of land being out of a 70.33 acre tract of the Rio Grande Beach Subdivision, Unit No. Four, as recorded in Vol. 22, Page 21 in the Cameron County Map Records thereby extending the municipal boundary limits and providing for matters related thereto.

F. Regular Session

1. Discussion and action on an ordinance expanding the extraterritorial jurisdiction of the City of Starbase to include an area contiguous to the otherwise existing extraterritorial jurisdiction, being an approximate 1,256.978 acre tract of land located in Cameron County, Texas, comprised of: 1) a 1,212.85 acre tract out of Share I and Share II of the San Martin Grant A-6 and the H.M. Skelton Vacancy Award, A-269, in Cameron County, Texas, comprised of 912.64 acres, as recorded in the real property records of Cameron County, Texas as document no. 2016-6495, and 300.20 acres, as recorded in the real property records of Cameron County, Texas as Document No. 2024-35969; 2) a 21.16 acre tract of land being out of a 70.33 acre tract of the Rio Grande Beach Subdivision, Unit No. Four, as recorded in Vol. 22, Page 21 in the Cameron County Map Records; and 3) a 22.968 acre tract of land being out of a 70.33 acre tract of the Rio Grande Beach Subdivision, Unit No. Four, as recorded in Vol. 22, Page 21 in the Cameron County Map Records thereby extending the extraterritorial jurisdiction, amending the official city map, and providing for matters related thereto.
2. Discussion and action on an ordinance annexing into the corporate limits of the City of Starbase an approximate 1,256.978 acre tract of land located in Cameron County, Texas, comprised of: 1) a 1,212.85 acre tract out of Share I and Share II of the San Martin Grant A-6 and the H.M. Skelton Vacancy Award, A-269, in Cameron County, Texas, comprised of 912.64 acres, as recorded in the real property records of Cameron County, Texas as document no. 2016-6495, and 300.20 acres, as recorded in the real property records of Cameron County, Texas as Document No. 2024-35969; 2) a 21.16 acre tract of land being out of a 70.33 acre tract of the Rio Grande Beach Subdivision, Unit No. Four, as recorded in Vol. 22, Page 21 in the Cameron County Map Records; and 3) a 22.968 acre tract of land being out of a 70.33 acre tract of the Rio Grande Beach Subdivision, Unit No. Four, as recorded in Vol. 22, Page 21 in the Cameron County Map Records thereby extending the municipal boundary limits, amending the official city map and providing for matters related thereto.
3. Discussion and action on a resolution creating the Natural Resources Committee responsible for oversight of the wetlands mitigation bank, coastal dune restoration and protection and maintenance of Boca Chica Beach.
4. Discussion and action to appoint members of the Natural Resources Committee.
5. Discussion and action on a resolution amending Resolution No. 2025-05-29-O05-RE to change the name of the Starbase Long-Term Development Planning Committee to Starbase Advisory Committee, expand the committee to five members, and to define the committee's scope and duties.
6. Discussion and action to appoint new members to the Starbase Advisory Committee.
7. Presentation of the September 2025 Financial Report summarizing financial transactions through September 30, 2025.
8. Discussion and action on an agreement with the Starbase Volunteer Fire Department to provide fire protection and suppression 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 Permit Activity for September 2025
 - b. USPS approval of Starbase address request
 - c. Migration of City website and email to .Gov
3. Future agenda item requests – no discussion or action may be taken by the Commission on future agenda item requests.

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

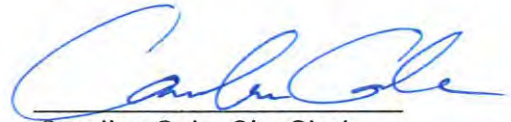
1. **Section 551.071(2):** Consultation with attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551, regarding:
 - a. The Attorney General rulings on public information request nos. 2025-29, 2025-41, 2025-46, and 2025-65; and
 - b. Conflicts waiver submitted by Daake Law.

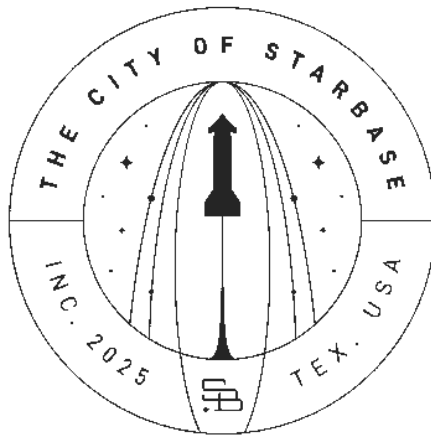
I. Reconvene into Open Session: In accordance with Texas Government Code, Chapter 551, the City Commission will reconvene into Regular Session to consider and take appropriate action, if any, regarding any items discussed in Executive Session.**J. Adjourn**

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, for three business days prior to the commencement date of the meeting and shall remain posted until the meeting is adjourned.


Caroline Cole, City Clerk
Date: 8 October 2025



City of Starbase
City Commission Meeting Minutes
39046 L B J Boulevard
Starbase, TX 78521
Thursday, September 11, 2025
7:00 PM

A Special Meeting was held by the Starbase City Commission of the City of Starbase, Texas, on September 11, 2025, at 7:00 p.m. in the temporary city hall located at 39046 LBJ Blvd, Starbase, Texas, 78521. The following City Commission members were present:

Mayor Bobby Peden

Commissioner Jordan Buss

Commissioner Jenna Petrzelka

Commissioners absent: none

Staff Present:

City Administrator: Kent Myers

City Clerk: Caroline Cole

City Attorney: Judy El Masri (by Teams video conference)

A. Call to Order and Quorum Determination

Mayor Peden called the meeting to order at 7:01 p.m. and a quorum was present.

B. Pledge of Allegiance

Mayor Peden led the Pledge of Allegiance.

C. Public Comment on All Agenda Items – *comments limited to two minutes per individual.*

There were no speakers.

D. Consent Agenda

1. Action regarding the minutes of the August 20, 2025, City Commission meeting.
2. Discussion and action on an interlocal agreement with Cameron County for the provision of law enforcement services.

Kent Myers, city administrator, made some comments on item D2, the interlocal agreement with Cameron County for law enforcement services. This is a milestone in the city's evolution. Residents have been requesting the expansion of law enforcement services, and that can be accomplished with this agreement. The county has already approved this agreement, so if the city commission approves, it will be ready to go. The agreement includes eight officers from the county, two per shift, 24/7 coverage. It also covers vehicles, and any equipment they might need. The cost is approximately \$1.3 million per year and has been negotiated over the past several months with the sheriff's office. A jail services agreement with the county is in process, and that will be on the next agenda. Hopefully in the next few months a municipal court will be created. These are all aspects of improving the public safety services for the city.

Mayor Peden asked what the duration of this agreement is, Mr. Myers stated that it was for one year, subject to reapproval. Mayor Peden asked if the reapproval rate would be the same, Mr. Myers stated that the rate for the second year of an agreement has already been quoted, which is less because vehicles will be purchased the first year.

Commissioner Petrzelka asked if the zone would include the section of Highway 4 in the city limits of Starbase. Mr. Myers replied that they would have jurisdiction over State Highway 4.

A motion was made by Commissioner Petrzelka to approve the consent agenda. Commissioner Buss seconded the motion. The motion carried with a unanimous vote of 3-0.

E. Regular Session

1. **2025-09-11-E01-OR** Discussion and action on ordinance adopting the Fiscal Year 2026 Budget for the City of Starbase.

Kent Myers, city administrator, presented the item. He acknowledged that there was a presentation on this at a previous meeting, a public hearing, and an involved process to get to this point. He pointed out in the packet that there are some "budget highlights," which we may want to share with our residents. It includes not only what is proposed for next year, but what has already accomplished this year, such as approvals, permits, annexations, zoning ordinance, subdivision regulations, and

more. The budget will allow addition of new services, such as law enforcement, volunteer fire department, mosquito services, startup costs for municipal court and jail services. Budget revisions are in the packet, along with tax rate information, so everything is ready for consideration. This requires a roll call vote.

A motion was made by Commissioner Buss to approve an ordinance adopting the Fiscal Year 2026 Budget for the City of Starbase. Mayor Peden seconded the motion. A roll call vote was taken by the city clerk.

Voting For:

Mayor Peden
Commissioner Petrzelka
Commissioner Buss

Voting Against:

None

The motion carried with a unanimous vote of 3-0.

- 2. 2025-09-11-E02-OR** Discussion and action on ordinance levying taxes and adopting the tax rate on all taxable property for the year 2025 at the rate of \$0.55 per one hundred dollars (\$100.00) assessed value on all taxable property within the corporate limits of the City of Starbase.

Kent Myers, city administrator, presented the item. The rate that was preliminary approved several weeks ago was \$0.55 per hundred-dollar valuation. He recommends final approval of that tax rate. It is comparable to other tax rates in the area. The city does have a heavy reliance on property tax, as the city does not have a sales tax, franchise tax, or other revenues. It will provide funding of \$4,279,661. He thinks it will be sufficient to fund operations for the coming year.

Commissioner Petrzelka made a motion to approve the ordinance levying taxes and adopting the tax rate on all taxable property for the year 2025 at the rate of \$0.55 per one hundred dollars assessed value on all taxable property within the corporate limits of the City of Starbase. Commissioner Buss seconded.

A roll call vote was taken by the city clerk.

Voting For:

Mayor Peden
Commissioner Petrzelka
Commissioner Buss

Voting Against:

None

The motion carried with a unanimous vote of 3-0.

3. 2025-09-11-E03-RE Discussion and action on resolution ratifying the property tax revenue increase reflected in the Budget for Fiscal Year 2026.

Kent Myers, city administrator, introduced the item. This is a relatively new requirement in state law to provide better transparency for taxpayers. The commission must ratify that the property tax revenue is reflected in the budget. The increase must be reported, and since there was no property tax last year, the amount of the proposed property tax equals the amount of the increase.

Commissioner Buss made a motion to approve the resolution ratifying the property tax revenue increase reflected in the Budget for Fiscal Year 2026. Commissioner Petrzelka seconded.

A roll call vote was taken by the city clerk.

Voting For:

Mayor Peden
Commissioner Petrzelka
Commissioner Buss

Voting Against:

None

The motion carried with a unanimous vote of 3-0.

4. Discussion and action to appoint Wade Cain as the Building Official.

Kent Myers, city administrator, introduced the item. He stated that the current building official, Tracy Rodriguez, has done an outstanding job, but her role at Safebuilt has changed, and the staff recommends Wade Cain to take over as the building official. Mr. Cain has already been working in the community and working closely with staff and contractors. The staff is recommending his appointment as building official, and Ms. Rodriguez will still have an oversight role. His resume is in the packet, and he will be assuming other responsibilities as he gets more training and certification.

Commissioner Petrzelka made a motion to appoint Wade Cain as the Building Official. Commissioner Buss seconded. The motion carried with a unanimous vote of 3-0.

F. Adjourn

A motion was made by Commissioner Buss to adjourn. Commissioner Petrzelka seconded. The motion carried with a unanimous vote of 3-0.

The meeting was adjourned at 7:16 p.m.

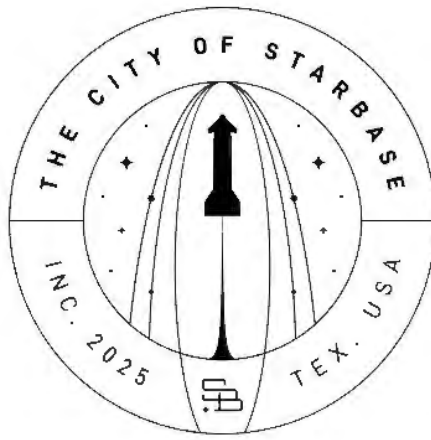
Approved by the City Commission on this 15th day of October, 2025.

APPROVED:

Bobby Peden, Mayor

ATTEST:

Caroline Cole, City Clerk



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

A Regular Meeting was held by the Starbase City Commission of the City of Starbase, Texas, on September 17, 2025, at 7:00 p.m. in the temporary city hall located at 39046 LBJ Blvd, Starbase, Texas, 78521. The following City Commission members were present:

Mayor Bobby Peden

Commissioner Jordan Buss
(by Teams video conference)
Commissioner Jenna Petrzelka

Commissioners absent: none

Staff Present:

City Administrator: Kent Myers
City Clerk: Caroline Cole
City Attorney: Judy El Masri

A. Call to Order and Quorum Determination

Mayor Peden called the meeting to order at 7:01 p.m. and a quorum was present.

B. Pledge of Allegiance

Mayor Peden led the Pledge of Allegiance.

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

Two speakers signed up to speak.

The first was Mike Montes, Jr., of Studio City, California. He stated that he owns Palomito Hill Ranch. He is interested in finding out what is going on in this area. His first comment concerns entering into this compound. It used to be a public area. He has questions about entering into an agreement for jail services with Cameron County. Will jail services be here? Will they be taken to county? Will they be processed here? Will they be photographed here? He said we can go into further details about it later. Also, he had questions about the tax assessment agreement with Cameron County. Will they be charging people taxes to live here, but how will they be justified with Cameron County? He pays a lot of taxes, and if we won't be contributing those taxes to the county, he has an interest in knowing about it. He wanted to talk about the Dune Protection Line. He stated there is a turtle sanctuary around here, what will be done about helping the interest groups that are protecting the habitat?

The second speaker was Rebecca Hinojosa, of Brownsville, Texas. She stated that she opposes the company town which is run by Elon Musk and SpaceX having any control over this region. She claims Starbase is responsible for the destruction of Boca Chica beach, and for that reason they must not have any say on the dunes in the area. She claims Starbase's rockets "torch" the ecosystem, destroy sea turtle nesting grounds, and pollute the beach and bay. Her family goes to this beach, and she feels they are being "pushed out" of the area by SpaceX. She opposes the city agenda.

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.

Kent Myers, city administrator, introduced the consent agenda. Mr. Myers stated that the first item on the consent agenda is an interlocal agreement with Cameron County for the provision of jail services. The jail would be the Cameron County jail in Brownsville, and the rate is \$100 per prisoner per day.

The second item is an interlocal agreement with Cameron County for the collection of taxes. It is only for the county to collect our taxes.

The third item is a resolution requesting the County Commissioner's Court to allow Starbase to establish a dune protection line within its limits and extraterritorial jurisdiction.

Commissioner Petrzelka made a motion to approve the consent agenda. Mayor Peden seconded. The motion carried with a unanimous vote of 3-0.

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.

The public hearing was opened at 7:12 p.m.

Mike Montes, Jr., signed up to speak at the public hearing. He stated that he had not been provided with a plan to protect the dunes, and he had not seen "the documentary." He wanted to know if it would affect the sea turtle habitat that has been developed, which is "creating a hazard by the rockets going off and blowing up"

The public hearing was closed at 7:13 p.m.

A presentation was made by Kent Myers, city administrator. In order to establish the plan, an erosion response plan (ERP) is required. A presentation at a public meeting is required. An ariel photo of the beach was shown highlighting the beach erosion, and showing why a plan is needed. The next slide is documentation of the problem. The Cameron County erosion response plan highlights their findings that the shoreline retreat rate ranges from over 20' per year at the southern end to more than 14' per year at the north end. The criteria are met for the GLO to rate this as a critical response area. Beach erosion is significant and ongoing. The Dune Protection and Beach Access Plan that will be considered at a future meeting will help address this problem. More photos of critical coastal erosion on Boca Chica Beach were shown. The erosion response plan is an appendix in the proposed Dune Protection and Beach Access Plan, and the Texas Administrative Code pertaining to it is cited on the slide. The ERP is meant to address storm recovery, long-term shoreline retreat, and dune restoration needs. An ERP qualifies Starbase to apply for state funding, and Starbase is committed to applying for that funding in the next few years. The plan establishes a Building Setback Line. Also, after major storms the City will conduct assessments, identify structures at risk, require relocation or removal of structures on the public beach, and prioritize natural dune restoration. These are major responsibilities that the City will be assuming.

Commissioner Petrzelka asked if this would encompass the entire span of Boca Chica Beach, and Mr. Myers answered that it would encompass the entire span. She also asked who within the city would be overseeing these efforts, and Mr. Myers answered that the city would have to.

The Starbase ERP aims to stop historic erosion, protect from further loss, secure funding to support efforts, create long term planning for erosion and maintenance, and rebuild and sustain the beach.

The Erosion Response Plan's three goals are to identify and prioritize gaps in the foredune ridge, launch a pilot revegetation project, and build support and seek funding.

This will require interlocal agreement between the City and the County. The partnership will marshal resources toward combating erosion and halting the loss of shoreline, protecting and restoring dunes as a natural barrier against storms, and ensuring the long-term health of the shoreline for both people and wildlife. The interlocal agreement will serve as a vehicle to unlock outside funding sources, comprehensive studies to guide long-term planning, a robust dune rehabilitation program, and coordinate erosion management with regular beach cleanups. Mr. Myers mentioned the beach cleanup scheduled for Saturday, September 20, 2025 from 9am to noon, and Mayor Peden commented that he will be in attendance. Mr. Myers also stated that the interlocal agreement will help access to offshore renourishment sources, alongside beneficial use of onshore materials to restore sand volume and resilience.

In closing, Mr. Myers emphasized that this was a historic opportunity to work with the county to save Boca Chica Beach and restore it to what it used to be. He hopes that the city commission will vote to support the plan and the interlocal agreement with the County.

Mayor Peden asked for clarification on the interlocal agreement with the County being the vehicle needed to bring the City's resources to bear to assist. Mr. Myers confirmed that yes, with it in place, the County could delegate authority to Starbase to be the lead agency to get the funding and do the restoration work. Mayor Peden commented that as a beachgoer, he is personally very interested in making sure the beach is here to stay because it is a great thing for him and his family to enjoy. Mr. Myers commented that he thinks there will be a lot of support for this and it will be a positive thing for the community.

A motion was made by Commissioner Petrzelka to table the approval of the 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 to allow for the Cameron County Commissioners to consider. Mayor Peden seconded. The motion carried with a unanimous vote of 3-0.

Mr. Myers commented that the proposed plan is available for public viewing on the City's website.

F. Regular Session

1. Discussion and action on an ordinance updating the official city map.

Kent Myers, city administrator, introduced the item. The official city map was adopted at the first city meetings, and this item will update the map to include the areas the commission annexed several months ago.

Commissioner Petrzeka made a motion to approve the ordinance updating the official city map. Mayor Peden seconded. The motion carried with a unanimous vote of 3-0.

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.

Kent Myers, city administrator, introduced Andre Alaya from Hilltop to give a presentation on the item. He gave a short explanation of the tax anticipation note 2025 B, which would cover a portion of the fiscal year 2026 budget from October 1, 2025, through September 30, 2026. The final amount arrived at was \$1,026,000. This is structured as a private placement, just like the 2025 A tax note. It was negotiated with Space Exploration Technologies Corporation as a Noteholder, and the interest rate on the tax note is 0%. The plan is to close on this transaction prior to the beginning of the fiscal year on Monday, September 29th, 2025. The note is structured as a 364-day note, so it is not a long-term debt. If it is closed on September 29, 2025, the note would mature on September 28, 2026. The note is payable at any time, all that would be needed is a 10-day notice to the Noteholder. This note is to be paid with proceeds of property taxes coming into the city between October 1, 2025, and January 31, 2026. The final amount is \$1,026,000, of which \$1,000,409 will go to cover a portion of the fiscal year 2026 budget. The remainder funds are the closing cost for the transaction. The financial feasibility analysis of the tax note was presented. The final certified taxable assessed valuation at City of Starbase is \$778,120,316. Of the \$0.55 tax rate that was approved on September 11, 2025, a minimum rate of \$0.3282 per \$100 would be needed to pay off this note, making this note financially feasible. The rest of the timeline was presented again.

Mr. Myers commented that the primary reason tax anticipation notes are used at Starbase is there is a high reliance on property taxes, and most property taxes should not be received until the end of January, therefore Starbase needs funding to operate the city during the first four months.

Commissioner Petrzelka made a motion to approve the 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. Mayor Peden seconded. The motion carried with a unanimous vote of 3-0.

3. Discussion regarding the August 2025 Financial Report summarizing financial transaction through August 31, 2025.

Kent Myers, city administrator, made a presentation. At the end of August, the City had a fund balance of \$870,996. There is another month in the fiscal year, so it will decrease but the city maintains a healthy fund balance. The total revenues year to date are \$493,023, and this is very close to the budgeted amount of \$519,719. Based upon outstanding building permit fees, total revenues for the partial fiscal year will exceed what was budgeted. The expenditures do exceed revenues because there are no property taxes coming in. Total expenditures for the first three months or so are \$657,004, which is less than half of what was budgeted. A lot of that is because there were no law enforcement expenses as were anticipated. The report for September 2025 will be on the October 2025 meeting agenda.

No action was taken.

4. Discussion and action on an agreement with Clear Career Professionals to provide Assistant to the City Clerk / Municipal Court Clerk services.

Kent Myers, city administrator, introduced the item. In the budget, a new part-time position of assistant city clerk was added. Hiring moved forward, applications were accepted, and four applications were received. Several applicants were interviewed, and it is recommended that the agreement for this position and hiring of Gretchen Norton be approved by the Commission.

Commissioner Petrzelka made a motion to approve an agreement with Clear Career Professionals to provide Assistant to the City Clerk / Municipal Court Clerk services. Mayor Peden seconded. The motion carried with a unanimous vote of 3-0.

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.*

Mayor Peden commented that the beach cleanup had already been mentioned.

2. City Administrator Report

- a. Building Permits: the number applied for and approved since last report.

Mr. Myers commented that he did not have a report this evening but will give the report next month.

- b. City of Starbase addresses

Mr. Myers updated that the designation with the Postal Service on addressing for Starbase is in the works. It was thought there would be an update on this, but there is none at this time. Hopefully final approval on this is coming soon.

3. Future agenda item requests – no discussion or action may be taken by the Commission on future agenda item requests.

No requests were made.

H. Adjourn

A motion was made by Commissioner Petrzelka to adjourn. Mayor Peden seconded. The motion carried with a unanimous vote of 3-0.

The meeting was adjourned at 7:41 p.m.

Approved by the City Commission on this 15th day of October, 2025.

APPROVED:

Bobby Peden, Mayor

ATTEST:

Caroline Cole, City Clerk

September 2025

EROSION AT BOCA CHICA BEACH & CITY OF STARBASE EROSION RESPONSE PLAN

Boca Chica Beach is Categorized as Critically Eroding



Cameron County Erosion Response Plan (ERP)

- Cameron County ERP shows annual shoreline retreat rate ranging from 10- 20 feet per year in the southern end of Boca Chica
- The GLO has a program to classify parts of the Texas coast as “critical erosion areas” when certain criteria are met
- Critically eroding means experiencing high rates of shoreline retreat and erosion that threatens infrastructure, public access, land loss. Parts of Boca Chica Beach from the jetty toward the Rio Grande meet that threshold in the Cameron County and GLO plans, including areas within Starbase jurisdiction. The beach erosion is significant and ongoing.
- The GLO Coastwide Erosion Report identified net retreat rates of greater than 10 ft/year as the "highest rates" within the 1.7 mile segment near the Rio Grande as one of the highest observed.

2.0 COUNTY FINDINGS & CONCLUSIONS

2.1. Gulf Beach Shoreline Conditions

1. The Zone 1 and Zone 2 Gulf beaches in Cameron County are in a persistent erosive condition, with an annual shoreline retreat rate (1950 to 2012) ranging from over 20 feet per year (in the southern end of Zone 1) to more than 14 feet per year (in the northern end of Zone 2), and a retreat rate of between 6 and 17 feet per year in Zone 3. The Zone 1 annual erosion rate is more than 20 feet per year near the mouth of the Rio Grande, but near the Brazos-Santiago Pass accretion is taking place at up to 4.9 feet per year (UTBEG Change Rate 1950s - 2012).
2. The erosion rates in all zones are expected to continue unless a shoreline stabilization program, such as periodic beach nourishment, is developed, permitted, funded and implemented.



COASTAL MANAGEMENT PROGRAM – CYCLE 26

BEST PRACTICES IN MODELING SEDIMENT TRANSPORT AND BUDGET ALONG THE TEXAS COAST

In a comprehensive study, long-term net shoreline recession rates were estimated for the central Texas Gulf shoreline, spanning from Packery Channel to the mouth of the Rio Grande (Figure 3.43) [27]. For the period from the 1930s to 2019, the shorelines near the Rio Grande exhibit one of the highest rates of net retreat, i.e., >14.8 ft/yr (4.5 m/y).

The sediment budget analysis for the Rio Grande delta area was undertaken as part of the Texas Coastal Resiliency Master Plan-Region 4, as detailed in Section 3.11.3. Cell 27bA and 27bB, representing the Rio Grande delta area, are illustrated in Figure 3.51. According to the findings from the regional sediment transport model, there is a southward direction of net sediment transport at both ends of Cell 27bA and in Cell 27bB. This result aligns with the aforementioned study (Ref. [192], which found no evidence supporting a northward longshore transfer of sediment from south of the Rio Grande delta. The following conclusions are drawn from the results of the regional sediment transport model regarding the sand exchange between the Rio Grande Estuary System and the Gulf of Mexico [177].

Boca Chica Beach is Categorized as Critically Eroding



Boca Chica Beach is Categorized as Critically Eroding



Starbase City: Erosion Response Plan (ERP)

- Adopted as an Appendix to the Beach Access & Dune Protection Plan. Texas Natural Resources Code §33.607(e); Texas Administrative Code Title 31 §15.17
- Meant to address storm recovery; Long-term shoreline retreat; Dune restoration need
- An ERP Qualifies the City of Starbase to apply for State funding for beach programs
- **Building Setback Line (BSL)**
 - No New Construction Seaward of BSL To Maximum Extent Practicable
- 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

Creating a legacy of Stewardship and Renewal at Boca Chica Beach

Starbase City Erosion Response plan aims to:

- **Stop historic erosion:** Stabilize and restore the beach to protect it from further loss.
- **Secure Funding:** Unlock State and Federal funding streams to support restoration efforts
- **Create an Action Plan:** Provide for comprehensive erosion and dune maintenance studies to guide long-term planning
- **Restore the Beach:** Pursue a robust dune rehabilitation program to rebuild and sustain natural defenses during storm surge

Creating a legacy of Stewardship and Renewal at Boca Chica Beach

The Erosion Response Plan 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.

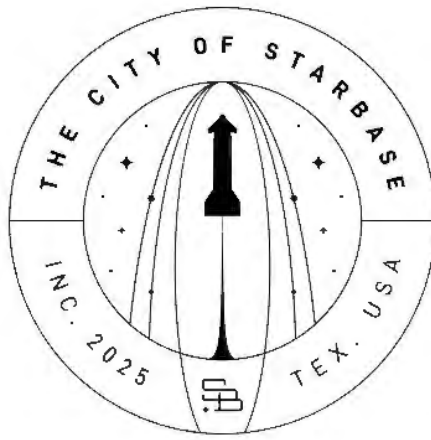
Cameron County & City of Starbase Interlocal Agreement (ILA)

The partnership will marshal resources directly toward:

- Combating erosion and halting the loss of shoreline
- Protecting and restoring dunes as a natural barrier against storms
- Ensuring the long-term health of the shoreline for both people and wildlife

ILA will serve as the vehicle to unlock:

- State, federal, and private funding streams to support restoration efforts
- Comprehensive erosion and dune maintenance studies to guide long-term planning
- A robust dune rehabilitation program to rebuild and sustain natural defenses
- Coordinated erosion maintenance, regular beach cleanups, and beach widening efforts
- Access to offshore renourishment sources, alongside beneficial use of onshore materials, to restore sand volume and resilience



City of Starbase
City Commission Meeting Minutes
39046 L B J Boulevard
Starbase, TX 78521
Thursday, September 25, 2025
7:00 PM

A Special Meeting was held by the Starbase City Commission of the City of Starbase, Texas, on September 25, 2025, at 7:00 p.m. in the temporary city hall located at 39046 LBJ Blvd, Starbase, Texas, 78521. The following City Commission members were present:

Mayor Bobby Peden

Commissioner Jordan Buss

Commissioner Jenna Petrzelka

Commissioners absent: none

Staff Present:

City Administrator: Kent Myers (by Teams video conference)

City Clerk: Caroline Cole

City Attorney: Judy El Masri (by Teams video conference)

A. Call to Order and Quorum Determination

Mayor Peden called the meeting to order at 7:00 p.m. and a quorum was present.

B. Pledge of Allegiance

Mayor Peden led the Pledge of Allegiance.

C. Public Comment on Items Listed in Sections D & F– *comments limited to two minutes per individual.*

One speaker signed up to speak, Mr. Jim Chapman of Weslaco, Texas. He indicated on his sign up that he wanted to speak on item D, the Interlocal Agreement for Boca Chica Beach between Cameron County and Starbase. He mentioned that he is fond of the

Wildlife Refuge and is involved as a private citizen. He stated that everything SpaceX does impacts the Wildlife Refuge in some way large or small. Mr. Chapman stated the refuge owns two thirds of the beach and dunes, with SpaceX owning the remainder third. He stated that he had spoken to the head Fish and Wildlife employee, and they knew nothing about the agreement as of two days ago. He thinks that you need to be talking to all the parties involved to have a truly collaborative agreement.

D. Consent Agenda

1. Interlocal Agreement Between City of Starbase and Cameron County for Cleaning, Maintenance, and Renourishment of Boca Chica Beach.

Kent Myers, city administrator, introduced the consent agenda. On the Interlocal Agreement with Cameron County, Mr. Myers stated the Cameron County Commission approved Tuesday the formal partnership between the County and Starbase for the cleaning, maintenance, and renourishment of Boca Chica Beach. It is awaiting approval by the city before it is finalized. This agreement is needed before the Dune Protection and Beach Access Plan can be implemented, which is on the agenda later in this meeting. The city has several interlocal agreements in place with Cameron County, and it reflects the spirit of cooperation that Starbase has with the County. It is recommended that the commission adopt this agreement.

A motion was made by Commissioner Petrzelka to approve the consent agenda. Commissioner Buss seconded the motion. The motion carried with a unanimous vote of 3-0.

E. Public Hearing

There were no public hearings.

F. Regular Session

1. Discussion and action on an ordinance adopting the City of Starbase 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 for areas within the City's corporate limits and extraterritorial jurisdiction.

Kent Myers, city administrator, introduced the item. He wanted to acknowledge Mr. Chapman's comments. He stated that he had received a phone call from Fish and Wildlife regarding coordinating support and cooperation with them and other Federal Agencies. Mr. Myers emphasized the need for inter-agency cooperation for this plan to work optimally. The ordinance will adopt the plan

has been worked for months. There was a public hearing on the plan at the city commission meeting on September 17, 2025 where two citizens spoke. The draft plan has been on the city's website for about a month, and Mr. Myers has given an educational presentation on the erosion of the beach at the September 17, 2025 commission meeting. If the plan is approved this evening, the City will seek outside funding to support this initiative. Also, the City will engage other partners to support the implementation of the plan. He believes this might be one of the most important items to come before the commission because it shows the community is invested in continuing beach access and reflects the support of the environment from the community. Starbase is excited to ensure that this vital stretch of beach is protected for future generations. The community looks forward to submitting the plan to the General Land Office, and implementing the plan in the coming months and years.

Mayor Peden asked if this would be additive to the efforts that are ongoing to preserve the beach, and if this would be a way for the City to bring its substantial resources to bear in a way that would benefit efforts that have been ongoing, and further aid in existing efforts. Mr. Myers affirmed this would be the case, and pointed to the upcoming mitigation projects such as the Rockhands Wetlands Bank as an overall mission for the City.

Mayor Peden commented that this is a great responsibility taken on as a city, and it must follow through on.

Commissioner Buss commented that the County Commissioner's Court asked many questions about how this partnership would work going forward. He feels that the county commissioners were glad to have a community of citizens who were passionate about caring for the beach and the refuge and want to see these areas remain in very good condition going forward.

Mr. Myers commented that quality of life is very important to the residents of Starbase. To attract new residents, we must have a good quality of life to present to prospective new residents. This is one more indicator of what we are doing to create a good quality of life for the city of Starbase.

A motion was made by Commissioner Buss to approve the ordinance adopting the City of Starbase Dune Protection and Beach Access Plan, establishing a dune protection line and adopting an Erosion Response Plan. Commissioner Petrzelka seconded. The motion carried with a unanimous vote of 3-0.

G. Adjourn

A motion was made by Mayor Peden to adjourn. Commissioner Petrzelka seconded. The motion carried with a unanimous vote of 3-0.

The meeting was adjourned at 7:14 p.m.

Approved by the City Commission on this 15th day of October, 2025.

APPROVED:

Bobby Peden, Mayor

ATTEST:

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: October 15, 2025

ITEM: Auditing Services

SUMMARY

The City is required to conduct an annual audit of our financial transactions and is recommending Burton, McCumber & Longoria, LLP (BML) to provide these services.

BACKGROUND

The city needs to have an audit performed by a CPA of our financial transactions for the past fiscal year (May-September). Recently we sent out a Request for Qualifications (RFQ) to four auditing firms in the Brownsville area. We also published a legal notice of the RFQ in the official city newspaper.

Only one firm, BML, responded to this RFQ and sent a detailed statement of their qualifications. This includes extensive experience in auditing other cities, counties and school districts in the Brownsville area include the City of Mission and the City of Los Fresnos, as well as Cameron County, Hidalgo County and Willacy County. Due to their qualifications, I requested that they provide a letter of engagement for these services. This letter, which is attached, summarizes their approach to our audit and an estimate of \$17,500 for their services.

STAFF RECOMMENDATIONS

It is recommended that Burton, McCumber & Longoria be retained by the City to conduct our annual audit.

Suggested Motion: “move to approve the letter of engagement with Burton, McCumber & Longoria, LLP (BML) to perform auditing services for the City of Starbase.”

ATTACHMENTS

Letter of Engagement

October 2, 2025

To the Honorable Mayor and Members of the City Commission,
Of the City of Starbase, Texas (Gateway to Mars)
c/o Mr. Kent Myers, City Administrator
39046 LBJ Blvd Unit 2
Starbase, Texas 78521

Dear Mr. Myers,

We are pleased to confirm our understanding of the audit services we are to provide the City of Starbase, Texas as of and for the initial period from inception (May 20, 2025) through September 30, 2025.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of the City Starbase, Texas (the "City") as of and for the initial period from inception (May 20, 2025) through September 30, 2025. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who consider it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary Comparison Information

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

- 1) Non-Major Combining Fund Statements

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records of the City and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

- According to GAAS, significant risks include management override of controls, and GAAS presumes that revenue recognition is a significant risk. Accordingly, we have considered these as significant risks.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary

information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Other Services

We will also assist in preparing the financial statements and related notes of the City in conformity with accounting principles generally accepted in the United States of America based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Burton McCumber & Longoria, LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the cognizant agency or its designee, a federal agency providing direct or indirect funding, or the U.S.

Government Accountability Office for the purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Burton, McCumber & Longoria, LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the cognizant or oversight agencies for Audit, or Pass-through Entities. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Ben Peña, CPA, CVA, CFE is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect the audit timeline to be as follows:

Receive Final Trial Balance:	October 31, 2025
Begin Fieldwork:	November 10, 2025
End Fieldwork:	December 1, 2025
Presentation to Commission	December 17, 2025

Our estimated fees for services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, confirmation service provider fees, etc.) We estimate our fee to be \$17,500 plus out-of-pocket expenses. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Consultation. During the year, we may be engaged to provide consulting services relating internal controls over financial reporting, policies and procedures or other matters to assist the City. As noted above, you agree to oversee the consulting services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Services for these consultation services will be billed at our standard hourly rates as follows:

<u>Level</u>	<u>Rate</u>
Partner	\$ 280/hr
Manager	\$ 150/hr
Senior In-charge	\$ 115/hr
Staff	\$ 60/hr

Reporting

We will issue a written report upon completion of our audit of the City's financial statements. Our report will be addressed to the City Commission of the City of Starbase, Texas. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that the City is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Other Matters

The City agrees to hold harmless and indemnify Burton McCumber & Longoria, LLP from any and all claims against or from the City or other third parties which arise from withholding concealment of information or known misrepresentation made to Burton McCumber & Longoria, LLP by the City's governance, management, employees or its representatives in connection with this engagement. The provision of this paragraph shall apply regardless of the nature of the claim, including the negligence of any party.

We appreciate the opportunity to be of service to the City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,

BURTON, MCCUMBER & LONGORIA, LLP



Ben Peña, CPA, CVA, CFE
Audit Partner

BP/jd

RESPONSE:

This letter correctly sets forth the understanding of the City Starbase, Texas.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

S T A R B A S E

CITY COMMISSION AGENDA MEMO

TO: Mayor and City Commission

FROM: City Administrator

MEETING DATE: October 15, 2025

ITEM: Municipal Services Agreement with SpaceX-Annexation of 1,256.978 Acres

SUMMARY

A Municipal Services Agreement between the city and property owner is required by State law to provide the city's commitment for the extension of city services to any newly annexed property.

BACKGROUND

The city is considering a petition from SpaceX to annex a 1,276.978-acre tract into the City Limits. If approved, then the city is required by Chapter 43 of the Texas Local Government Code to provide city services to the owners of this property that is consistent with the services provided to other property owners within the city. The attached Municipal Services Agreement meets this requirement.

STAFF RECOMMENDATIONS

It is recommended that the attached Municipal Services Agreement be approved.

Suggested Motion: "authorize the City Administrator to execute the attached Municipal Services Agreement with SpaceX."

ATTACHMENTS

Municipal Services Agreement

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

STATE OF TEXAS §
 §
COUNTY OF CAMERON §

**CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
MUNICIPAL SERVICES AGREEMENT**

This Municipal Services Agreement ("Agreement") is entered into pursuant to Section 43.0672 of the Texas Local Government Code by and between the City of Starbase, Texas (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property. City and Owner may be referred to individually as a "Party" and collectively referred to as the "Parties."

WHEREAS, the Owner owns parcels of real property (the "Property") in Cameron County, Texas, being an approximate 1,256.978 acre tract of land located in Cameron County, Texas, comprised of: 1) a 1,212.85 acre tract out of Share I and Share II of the San Martin Grant A-6 and the H.M. Skelton Vacancy Award, A-269, in Cameron County, Texas, comprised of 912.64 acres, as recorded in the real property records of Cameron County, Texas as document no. 2016-6495, and 300.20 acres, as recorded in the real property records of Cameron County, Texas as Document No. 2024-35969; 2) a 21.16 acre tract of land being out of a 70.33 acre tract of the Rio Grande Beach Subdivision, Unit No. Four, as recorded in Vol. 22, Page 21 in the Cameron County Map Records; and 3) a 22.968 acre tract of land being out of a 70.33 acre tract of the Rio Grande Beach Subdivision, Unit No. Four, as recorded in Vol. 22, Page 21 in the Cameron County Map Records and being more particularly described and depicted in **Exhibit A** attached hereto; and

WHEREAS, the Parties desire to enter into this Agreement pursuant to Section 43.0672 of the Texas Local Government Code in order to address the provision of municipal services to be offered to the Property on the date of annexation, as shown in **Exhibit B** attached hereto; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors and assigns for the term (defined below) of this Agreement; and

WHEREAS, this Agreement is to be recorded in the Real Property Records of Cameron County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

Section 1. The City acknowledges and agrees that it shall provide the municipal services listed in **Exhibit B** to the Property pursuant to Chapter 43 of Texas Local Government Code upon annexation of the Property.

Section 2. The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and **the Owner who signs this Agreement covenants and agrees, jointly and severably, to indemnify, hold harmless, and defend the City against any and all legal claims, by any person claiming an ownership interest in the Property who has not signed the Agreement,** arising in any way from the City's reliance on this Agreement.

Section 3. The Owner agrees and stipulates that such annexation of the Property is voluntary, and the Owner has submitted a petition for such annexation to the City. Owner acknowledges and stipulates that this Agreement is not a permit, as defined in Texas Local Government Code, Section 245.001(1), required by the City.

Section 4. The Parties acknowledge and agree that nothing in this Agreement shall require the City to provide a uniform level of full municipal services to each area of the City, including the annexed Property, if different characteristics of topography, land use, and population density are considered a sufficient basis for providing different levels of municipal service. Furthermore, the Parties acknowledge and agree that this Agreement will not provide any fewer services, and it will not provide a lower level of services, than were in existence in the annexed area at the time immediately preceding the annexation process.

Section 5. The Owner acknowledges that the City's codes, ordinances, regulations and policies ("Regulations") that apply throughout the City, including the Property, may be reviewed at City Hall and shall apply to all such regulations in development of the Property.

Section 6. This Agreement shall be valid for a term of ten (10) years. Renewal of the Agreement shall be at the discretion of the City Council and must be approved by ordinance. The Owner agrees that this Agreement may be amended without the written consent or knowledge of the Owner if the City Council determines at a public hearing that changed conditions or subsequent occurrences make this Agreement unworkable or obsolete. Furthermore, the Owner acknowledges and agrees that the City Council may amend the services provided under this Agreement without the written consent of the Owner in order to conform to the changed conditions, subsequent occurrences or any other legally sufficient circumstances existing pursuant to the Local Government Code or other Texas or Federal laws that make this Agreement unworkable, obsolete or unlawful.

Section 7. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the Party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such Party via facsimile or a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notice, the addresses of the Parties shall be as follows:

To City:

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

With Copy to:

Messer Fort PLLC
Attn: Andy Messer
6371 Preston Road, Suite 200
Frisco, Texas 75034

To Owner:
Space Exploration Technologies Corp.
1 Rocket Road
Hawthorne CA, 90250-6844

With Copy to:
Space Exploration Technologies Corp.
1 Rocket Road
Starbase, Texas 78521
Attn: Starbase Legal

Section 8. A certified copy of this Agreement shall be recorded in the real property records of Cameron County, Texas, and this Agreement shall constitute a covenant that runs with the Property.

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, then the remainder of this Agreement shall remain in full force and effect.

Section 10. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter. Notwithstanding the preceding terms of this section, the City does not waive immunity from suit or liability. Owner acknowledges and agrees that the only recourse against the City for breach or default of the Agreement is disannexation for failure to provide services pursuant to Chapter 43 of the Texas Local Government Code.

Section 11. Owner and City acknowledge and expressly agree that no subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 12. The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be only in Cameron County, Texas.

Section 13. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 14. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 2, 3, 4 and 10 herein.

Section 15. This Agreement embodies the complete agreement of the Parties hereto, superseding all oral or written, previous and contemporary agreements between the Parties and relating to the matters in this Agreement and except as otherwise provided herein, cannot be modified without written agreement of the Parties to be attached to and made a part of this Agreement.

Section 16. The determinations recited and declared in the preambles to this Agreement are hereby incorporated herein as part of this Agreement.

Section 17. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Entered into this ____ day of _____, 2025.

SIGNATURES ON FOLLOWING PAGE(S)

CITY OF STARBASE

By: _____

Name: Kent Myers

Title: City Administrator

Date: _____

THE STATE OF TEXAS §

§

COUNTY OF CAMERON §

This instrument was acknowledged before me on _____, 2025, by, City Administrator of the City of Starbase, Texas on behalf of said City.

Notary Public in and for the State of TEXAS

OWNER: Space Exploration Technologies Corp.

By: _____

Name: _____

Title: _____

Date: _____

THE STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2025, by _____, _____ of Space Exploration Technologies Corp., owner of said Property.

Notary Public in and for the State of TEXAS

EXHIBIT "A"
Property Description and Depiction



[illegible]

LEGAL DESCRIPTION OF 1,212.85 TRACT



Engineering Firm Reg # 10602 Surveying Firm Reg # 101416-00
200 S. 10th Street, Suite 1500, McAllen, Texas 78501 Phone: (956) 702-8880 Fax: (956) 702-8883
DUNS 834820735 CAGE CODE 66N60

METES AND BOUNDS DESCRIPTION

1,212.58 (52,831,751.68 SQ. FT.) ACRE TRACT OF LAND MORE OR LESS, COMPRISED OF 912.64 (39,754,463.05 SQ. FT.) ACRE TRACT OF LAND, AS RECORDED IN DOCUMENT NUMBER 2016-6495, DEED RECORDS OF CAMERON COUNTY, TEXAS AND 300.20 (13,076,788.69 SQ. FT.) ACRE TRACT OF LAND, AS RECORDED IN DOCUMENT NUMBER 2024-35969, DEED RECORDS OF CAMERON COUNTY, TEXAS.

BEING A 1,212.58 (52,831,751.68 SQ. FT.) ACRE TRACT OF LAND MORE OR LESS, OUT OF SHARE I AND SHARE II OF THE SAN MARTIN GRANT A-6 AND THE H.M.SKELTON VACANCY AWARD, A-269, CAMERON COUNTY, TEXAS, COMPRISED OF A 912.64 (39,754,463.05 SQ. FT.) ACRE TRACT OF LAND CONVEYED FROM RAMPART PROPERTIES LLC TO LOWER TEXAS COASTAL MITIGATION LLC, AS RECORDED IN INSTRUMENT NUMBER 2016-00006495, CAMERON COUNTY DEED RECORDS, CAMERON COUNTY, TEXAS, AND A 300.20 (13,076,788.69 SQ. FT.) ACRE TRACT OF LAND CONVEYED TO LOWER TEXAS COASTAL MITIGATION LLC, AS RECORDED IN INSTRUMENT NUMBER 2024-35969, CAMERON COUNTY DEED RECORDS, CAMERON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

COMMENCING; AT THE NORTHWEST BOUNDARY LINE OF THE LAGUNA MADRE BEACH SUBDIVISION AS RECORDED IN VOLUME 20, PAGE 13, CAMERON COUNTY MAP RECORDS, CAMERON COUNTY, TEXAS, SAID COMMENCING POINT BEING NORTH 77°27'46" EAST, A DISTANCE OF 8,615.32 FEET FROM NGS MONUMENT DEL MAR AZ NGS PID AB0090, FOR THE SOUTHMOST CORNER AND **POINT OF BEGINNING**, OF THIS HEREIN DESCRIBED TRACT OF LAND, HAVING A GRID COORDINATE OF N= 16524117.4948; E= 1413752.8296;

THENCE; NORTH 83°26'59" WEST ALONG THE NORTH LINE OF A TRACT OF LAND CONVEYED TO THE UNITED STATES OF AMERICA, OUT OF ABSTRACT 6 J Y TREVINO, A DISTANCE OF 1800.99 FEET TO A FOUND UNITED STATES FISH & WILDLIFE SERVICE MONUMENT, A TOTAL DISTANCE OF 3,800.81 FEET, TO A CALCULATED POINT, FOR THE SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; NORTH 00°37'41" WEST ALONG THE WEST LINE OF THE SAID NEWPORT FUND, LLC TRACT AND THE EAST LINE OF A TRACT OF LAND CONVEYED TO THE BROWNSVILLE NAVIGATION DISTRICT, OUT OF ABSTRACT 6 J Y TREVINO, AT A DISTANCE OF 2,413.10 FEET, PAST THE COMMON LINE OF THE SAID NEWPORT LLC TRACT AND THE SAID LOWER TEXAS COASTAL MITIGATION, LLC TRACT, AT 3,940.89 FEET PASSING A FOUND SURVEY DISK, AT A DISTANCE OF 6,965.05 FEET MORE OR LESS PASSING THE SOUTHERLY SIDE OF AN INLET OF LAGUNA MADRE SOUTH BAY, AT A DISTANCE OF 8,119.92 FEET MORE OR LESS PASSING THE NORTHERLY SIDE OF SAID INLET, AND CONTINUING A TOTAL DISTANCE OF 9,513.13 FEET TO THE SHORE LINE OF LAGUNA MADRE SOUTH BAY AS SURVEYED ON JULY 03, 2025 BY COASTAL SURVEYING OF TEXAS, INC.

Sheet 2 of 5 Metes & Bounds
Job Number: SUR 25.007



Engineering Firm Reg # 10602 Surveying Firm Reg # 101416-00
200 S. 10th Street, Suite 1500, McAllen, Texas 78501 Phone: (956) 702-8880 Fax: (956) 702-8883
DUNS 834820735 CAGE CODE 66N60

THENCE; FOLLOWING THE MEANDERS OF THE SAID SHORE LINE OF LAGUNA MADRE SOUTH BAY AS SURVEYED ON MAY 10, 2017, BY COASTAL SURVEYING OF TEXAS, INC., THE MEANDERS OF SAID LINE AS FOLLOWS;

- M-1. **THENCE;** NORTH 77°59'00" EAST A DISTANCE OF 121.07 FEET;
- M-2. **THENCE;** SOUTH 36°16'01" EAST A DISTANCE OF 481.41 FEET;
- M-3. **THENCE;** SOUTH 07°33'09" WEST A DISTANCE OF 447.67 FEET;
- M-4. **THENCE;** SOUTH 54°16'28" EAST A DISTANCE OF 163.04 FEET;
- M-5. **THENCE;** NORTH 37°34'12" EAST A DISTANCE OF 401.24 FEET;
- M-6. **THENCE;** NORTH 86°26'04" EAST A DISTANCE OF 63.19 FEET;
- M-7. **THENCE;** SOUTH 16°04'36" EAST A DISTANCE OF 698.35 FEET;
- M-8. **THENCE;** SOUTH 10°14'06" WEST A DISTANCE OF 390.52 FEET; MORE OF LESS TO THE
NORTHERLY SIDE OF SAID INLET;
- M-9. **THENCE;** CROSSING SAID INLET, SOUTH 18°16'51" EAST A DISTANCE OF 250.00 FEET,
MORE OR LESS, PASSING SAID SOUTHERLY LINE OF SAID INLET, CONTINUING FOR A
TOTAL DISTANCE OF 631.80 FEET;
- M-10. **THENCE;** SOUTH 25°33'40" EAST A DISTANCE OF 127.47 FEET;
- M-11. **THENCE;** NORTH 86°05'10" EAST A DISTANCE OF 46.56 FEET;
- M-12. **THENCE;** NORTH 06°05'02" WEST A DISTANCE OF 268.47 FEET;
- M-13. **THENCE;** NORTH 76°29'25" EAST A DISTANCE OF 179.98 FEET;
- M-14. **THENCE;** SOUTH 77°59'02" EAST A DISTANCE OF 475.73 FEET;
- M-15. **THENCE;** NORTH 52°38'08" EAST A DISTANCE OF 691.82 FEET;
- M-16. **THENCE;** SOUTH 85°19'32" EAST A DISTANCE OF 1,352.33 FEET;
- M-17. **THENCE;** SOUTH 52°01'20" EAST A DISTANCE OF 572.53 FEET;

Sheet 3 of 5 Metes & Bounds
Job Number: SUR 25.007



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- M-18. **THENCE;** SOUTH 72°33'17" EAST A DISTANCE OF 414.74 FEET;
- M-19. **THENCE;** NORTH 54°06'38" EAST A DISTANCE OF 601.30 FEET;
- M-20. **THENCE;** NORTH 19°02'40" WEST A DISTANCE OF 797.72 FEET;
- M-21. **THENCE;** NORTH 03°29'05" EAST A DISTANCE OF 480.79 FEET;
- M-22. **THENCE;** NORTH 15°03'56" EAST A DISTANCE OF 300.36 FEET;
- M-23. **THENCE;** NORTH 57°44'09" EAST A DISTANCE OF 589.23 FEET;
- M-24. **THENCE;** SOUTH 70°53'17" EAST A DISTANCE OF 1,607.55 FEET;

THENCE; SOUTH, ALONG THE WEST LINE OF A TRACT OF LAND CONVEYED TO HELCAMP MINERAL PARTNERSHIP AS RECORDED IN VOLUME 13279, PAGE 83, OFFICIAL RECORDS OF CAMERON COUNTY, CAMERON COUNTY, TEXAS, AT A DISTANCE OF 3,472.28 FEET TO A CALCULATED POINT, BEING AN INTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; EAST, ALONG SOUTH LINE OF SAID TRACT CONVEYED TO HELCAMP MINERAL PARTNERSHIP, A DISTANCE OF 1,168.14 FEET, TO THE WEST LINE OF RIO GRANDE BEACH SUBDIVISION UNIT THREE, ACCORDING TO MAP RECORDED IN VOLUME 22, PAGE 4 OF THE MAP RECORDS OF CAMERON COUNTY, CAMERON COUNTY, TEXAS, BEING THE MOST EASTERN CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; SOUTH 37°26'23" WEST ALONG THE WEST LINE OF SAID RIO GRANDE BEACH SUBDIVISION UNIT THREE, A DISTANCE OF 1,732.86 FEET TO THE WEST CORNER OF SAID RIO GRANDE BEACH SUBDIVISION UNIT THREE, BEING THE NORTHMOST CORNER OF LAGUNA MADRE BEACH SUBDIVISION UNIT FOUR, ACCORDING TO MAP RECORDS IN VOLUME 22 PAGE 21 OF MAP RECORDS OF CAMERON COUNTY, CAMERON COUNTY, TEXAS, FOR A POINT OF DEFLECTION OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; SOUTH 53°36'14" WEST ALONG THE WESTERLY LINE OF SAID LAGUNA MADRE BEACH SUBDIVISION UNIT FOUR A DISTANCE OF 447.50 FEET, FOR A POINT OF DEFLECTION OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; SOUTH 40°36'54" WEST ALONG THE WESTERLY LINE OF SAID LAGUNA MADRE BEACH SUBDIVISION UNIT FOUR A DISTANCE OF 300.00 FEET, FOR A POINT OF DEFLECTION OF THIS HEREIN DESCRIBED TRACT OF LAND;

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DUNS 834820735 CAGE CODE 66N60

THENCE; SOUTH 15°04'54" WEST ALONG THE WESTERLY LINE OF SAID LAGUNA MADRE BEACH SUBDIVISION UNIT FOUR A DISTANCE OF 611.69 FEET, FOR A POINT OF DEFLECTION OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; SOUTH 34°21'54" WEST ALONG THE WESTERLY LINE OF SAID LAGUNA MADRE BEACH SUBDIVISION UNIT FOUR A DISTANCE OF 200.00 FEET, FOR A POINT OF DEFLECTION OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; SOUTH 55°38'06" EAST ALONG THE WESTERLY LINE OF SAID LAGUNA MADRE BEACH SUBDIVISION UNIT FOUR A DISTANCE OF 16.89 FEET, TO A POINT BEING ON THE WESTERLY LINE OF LAGUNA MADRE BEACH SUBDIVISION UNIT FOUR, AS RECORDED IN VOL 22 PAGE 21 CAMERON COUNTY MAP RECORDS, CAMERON COUNTY, TEXAS, FOR AN INTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; SOUTH 34°24'05" WEST, ALONG THE WESTERLY LINE OF SAID LAGUNA MADRE BEACH SUBDIVISION UNIT FOUR, A DISTANCE OF 1,725.01 FEET, TO AN INTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; NORTH 55°35'55" WEST, ALONG THE WESTERLY LINE OF SAID LAGUNA MADRE BEACH SUBDIVISION UNIT FOUR, A DISTANCE OF 120.00 FEET, TO A POINT OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; SOUTH 34°24'05" WEST, ALONG THE WESTERLY LINE OF SAID LAGUNA MADRE BEACH SUBDIVISION UNIT FOUR, A DISTANCE 2,235.58 FEET TO THE **POINT OF BEGINNING**, AND CONTAINING A CALCULATED 1,212.85 (52,831,751.74 SQ. FT.) ACRES TRACT OF LAND, MORE OR LESS.

REVISION NOTES:

REVISION 04 – (07/16/2025)

1. REVISED TO CORRECT TOTAL DISTANCE AT THE WEST BOUNDARY LINE.

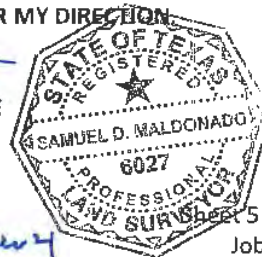
ALL BEARINGS AND DISTANCES ARE BASED ON THE TEXAS COORDINATE SYSTEM (NAD 83), TEXAS STATE PLANES, SOUTH ZONE, U.S. SURVEY FEET, GRID. BEARINGS AND DISTANCES IN PARENTHESIS ARE BASED ON RECORDED PLAT OR DOCUMENT.

I, SAMUEL D MALDONADO., R.P.L.S. CERTIFY THAT THE ABOVE METES AND BOUNDS ARE TRUE AND IS THE RESULT OF AN ACTUAL SURVEY PERFORMED UNDER MY DIRECTION.


SAMUEL D MALDONADO, R.P.L.S.

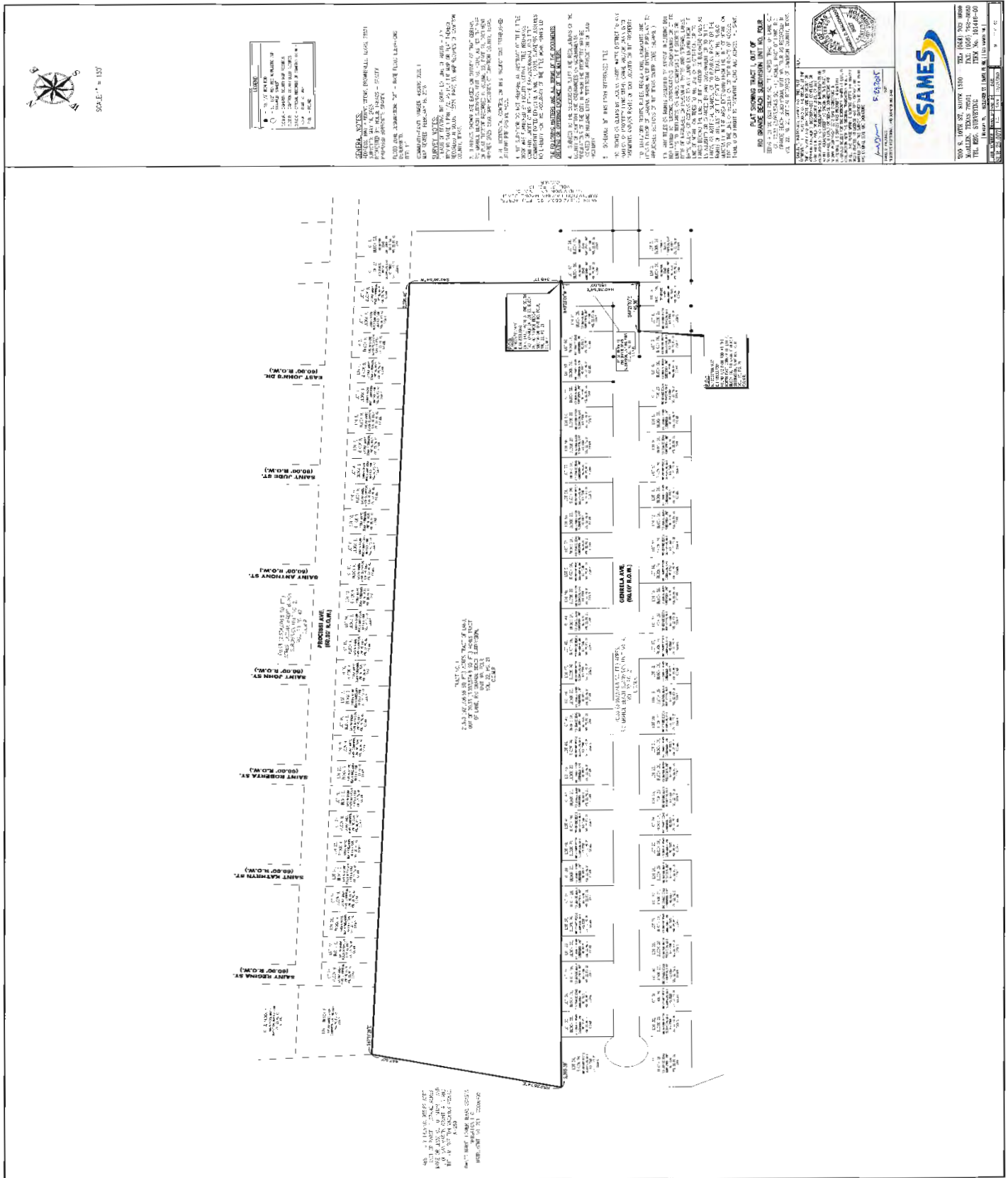
DATE

REGISTERED PROFESSIONAL LAND SURVEYOR No. 6027



Sheet 5 of 5 Metes & Bounds
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LEGAL DESCRIPTION AND DEPICTION OF 21.16 ACRE TRACT





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200 S. 10th Street, Suite 1500, McAllen, Texas 78501 Phone: (956) 702-8880 Fax: (956) 702-8883
DUNS 834820735 CAGE CODE 66N60

METES AND BOUNDS DESCRIPTION

TRACT I

OUT OF RIO GRANDE BEACH SUBDIVISION, UNIT NO. FOUR

**21.160 (921,736.56 SQ. FT.) ACRE TRACT OF LAND OUT OF 70.33 (3,063,574.8 SQ. FT.) ACRES
TRACT OF LAND, RIO GRANDE BEACH SUBDIVISION, UNIT NO. FOUR, AS RECORDED IN
VOLUME 22 PAGE 21, MAP RECORDS CAMERON COUNTY, TEXAS.**

BEING A 21.160 (921,736.56 SQ. FT.) ACRE TRACT OF LAND OUT OF A 70.33 (3,063,574.8 SQ. FT.) ACRES
TRACT OF LAND, RIO GRANDE BEACH SUBDIVISION, UNIT NO. FOUR, AS RECORDED IN VOLUME 22 PAGE
21, MAP RECORDS CAMERON COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES
AND BOUNDS AS FOLLOWS;

COMMENCING; AT A FOUND 1 /2 INCH IRON ROD AT THE NORTHEAST CORNER OF LOT 5, BLOCK, 26,
RIO GRANDE BEACH SUBDIVISION UNIT NO. FOUR, AS RECORDED IN VOLUME 22, PAGE 21, CAMERON
COUNTY MAP RECORDS, CAMERON COUNTY, TEXAS, **THENCE;** SOUTH 49°21'50" EAST ALONG THE WEST
RIGHT OF WAY LINE OF GENRELA AVENUE, A DISTANCE OF 145.36 FEET, **THENCE;** NORTH 40°36'54"
EAST A DISTANCE OF 180.00 FEET TO A POINT ON THE SOUTHEAST CORNER OF LOT 62, BLOCK 26 OF
SAID RIO GRANDE BEACH SUBDIVISION UNIT NO. FOUR, FOR THE SOUTHWEST CORNER AND **POINT OF
BEGINNING**, OF THIS HEREIN DESCRIBED TRACT OF LAND, HAVING A GRID COORDINATE OF
N: 16526751.1621'; E: 1418361.1940';

THENCE; NORTH 49°23'01" WEST ALONG THE SOUTH LINE OF LOT 62 - LOT 34 OF SAID RIO GRANDE
BEACH SUBDIVISION UNIT NO. FOUR, A DISTANCE 2,395.36 FEET TO A CALCULATED POINT, BEING THE
NORTH BOUNDARY LINE OF SAID RIO GRANDE BEACH SUBDIVISION UNIT NO FOUR, FOR THE
NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; NORTH 53°36'14" WEST ALONG THE WESTERLY LINE OF SAID RIO GRANDE BEACH
SUBDIVISION, UNIT NO. FOUR A DISTANCE OF 447.50 FEET, TO A CALCULATED POINT, BEING THE
NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

Sheet 2 of 3 Metes & Bounds
Job Number: SUR 25.007



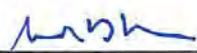
Engineering Firm Reg # 10602 Surveying Firm Reg # 101416-00
200 S. 10th Street, Suite 1500, McAllen, Texas 78501 Phone: (956) 702-8880 Fax: (956) 702-8883
DUNS 834820735 CAGE CODE 66N60

THENCE; SOUTH 47°11'26" EAST A DISTANCE OF 2,296.46 FEET, ALONG THE WESTLINE OF LOT 1, BLOCK 8, LOT 28 – LOT 1, BLOCK 9, OF LAGUNA MADRE BEACH SUBDIVISION UNIT NO. TWO, AS RECORDED IN VOLUME 20, PAGE 42, CAMERON COUNTY MAP RECORDS, CAMERON COUNTY, TEXAS, TO A CALCULATED POINT, BEING THE SOUTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; SOUTH 40°36'54" WEST A DISTANCE OF 348.17 FEET, TO THE **POINT OF BEGINNING**, AND CONTAINING A CALCULATED 21.160 (921,736.56 SQ. FT.) ACRES TRACT OF LAND, MORE OR LESS.

ALL BEARINGS AND DISTANCES ARE BASED ON THE TEXAS COORDINATE SYSTEM (NAD 83), TEXAS STATE PLANES, SOUTH ZONE, U.S. SURVEY FEET, GRID. BEARINGS AND DISTANCES IN PARENTHESIS ARE BASED ON RECORDED PLAT OR DOCUMENT.

I, SAMUEL D MALDONADO., R.P.L.S. CERTIFY THAT THE ABOVE METES AND BOUNDS ARE TRUE AND IS THE RESULT OF AN ACTUAL SURVEY PERFORMED UNDER MY DIRECTION.


SAMUEL D MALDONADO, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR No. 6027

DATE

5.29.2025



Sheet 3 of 3 Metes & Bounds
Job Number: SUR 25.007

[illegible]



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200 S. 10th Street, Suite 1500, McAllen, Texas 78501 Phone: (956) 702-8880 Fax: (956) 702-8883
DUNS 834820735 CAGE CODE 66N60

METES AND BOUNDS DESCRIPTION

TRACT II

OUT OF RIO GRANDE BEACH SUBDIVISION, UNIT NO. FOUR

**22.968 (1,000,516.921 SQ. FT.) ACRES TRACT OF LAND OUT OF A 70.33 (3,063,574.8 SQ. FT.)
ACRES TRACT OF LAND, RIO GRANDE BEACH SUBDIVISION, UNIT NO. FOUR, AS RECORDED IN
VOLUME 22 PAGE 21, MAP RECORDS CAMERON COUNTY, TEXAS.**

BEING A 22.968 (1,000,516.921 SQ. FT.) ACRES TRACT OF LAND OUT OF A 70.33 (3,063,574.8 SQ. FT.)
ACRES TRACT OF LAND, RIO GRANDE BEACH SUBDIVISION, UNIT NO. FOUR, AS RECORDED IN VOLUME
22 PAGE 21, MAP RECORDS CAMERON COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY
METES AND BOUNDS AS FOLLOWS;

COMMENCING; AT A FOUND 1 /2 INCH IRON ROD AT THE NORTHEAST CORNER OF LOT 4, BLOCK, 26, OF
RIO GRANDE BEACH SUBDIVISION UNIT NO. FOUR, AS RECORDED IN VOLUME 22, PAGE 21, CAMERON
COUNTY MAP RECORDS, CAMERON COUNTY, TEXAS, **THENCE;** SOUTH 49°21'50" EAST ALONG THE WEST
RIGHT OF WAY LINE OF GENRELA AVENUE, A DISTANCE OF 145.36 FEET, **THENCE;** SOUTH 40°36'54"
WEST, A DISTANCE OF 120.00 FEET TO A POINT ON THE SOUTHWEST CORNER OF LOT 3, BLOCK 26 OF
SAID RIO GRANDE BEACH SUBDIVISION UNIT NO. FOUR, FOR THE SOUTHEAST CORNER AND **POINT OF
BEGINNING**, OF THIS HEREIN DESCRIBED TRACT OF LAND, HAVING A GRID COORDINATE OF
N: 16526523.4319'; E: 1418165.9019';

THENCE; SOUTH 40°36'54" WEST A DISTANCE OF 318.49 FEET, TO A CALCULATED POINT, BEING THE
SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; NORTH 55°38'06" WEST ALONG THE EAST LINE OF LOT 2 – LOT 22 OF SAID RIO GRANDE BEACH
SUBDIVISION UNIT NO. FOUR, A DISTANCE 2,144.44 FEET TO A CALCULATED POINT, BEING THE NORTH
BOUNDARY LINE OF SAID RIO GRANDE BEACH SUBDIVISION UNIT NO. FOUR, FOR THE NORTHWEST
CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; NORTH 15°04'54" EAST ALONG THE WESTERLY LINE OF SAID RIO GRANDE BEACH SUBDIVISION,
UNIT NO. FOUR, AT DISTANCE OF 611.69 FEET, TO A CALCULATED POINT, BEING THE NORTHEAST
CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; SOUTH 49°23'06" EAST ALONG THE WEST LINE OF LOT 33 - LOT 3 OF SAID RIO GRANDE BEACH
SUBDIVISION UNIT NO. FOUR, A DISTANCE OF 2,395.36 FEET, TO THE **POINT OF BEGINNING**, AND
CONTAINING A CALCULATED 22.968 (1,000,516.921 SQ. FT.) TRACT OF LAND, MORE OR LESS.

Sheet 2 of 3 Metes & Bounds
Job Number: SUR 25.007



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ALL BEARINGS AND DISTANCES ARE BASED ON THE TEXAS COORDINATE SYSTEM (NAD 83), TEXAS STATE PLANES, SOUTH ZONE, U.S. SURVEY FEET, GRID. BEARINGS AND DISTANCES IN PARENTHESIS ARE BASED ON RECORDED PLAT OR DOCUMENT.

I, SAMUEL D MALDONADO., R.P.L.S. CERTIFY THAT THE ABOVE METES AND BOUNDS ARE TRUE AND IS THE RESULT OF AN ACTUAL SURVEY PERFORMED UNDER MY DIRECTION.

 5.29.2025
SAMUEL D MALDONADO, R.P.L.S. DATE
REGISTERED PROFESSIONAL LAND SURVEYOR No. 6027



Sheet 3 of 3 Metes & Bounds
Job Number: SUR 25.007

EXHIBIT “B”
Municipal Service Plan

A) SERVICE PLAN GENERALLY

- 1) This service plan has been prepared in accordance with the Texas Local Government Code (“LGC”), Section 43.0672. Municipal facilities and services to the annexed area will be provided or made available on behalf of the City of Starbase (the “City”) in the levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of service, infrastructure, and infrastructure maintenance available in other parts of the City with similar topography, land use, and population density.
- 2) For purposes of this service plan, to “provide” services includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract or right, in whole or in part, and may include certain duties on the part of the private landowner with regard to such services.

B) OTHER SERVICES

- 1) Other services that may be provided by the City, such as municipal and general administration will be made available on the effective date of the annexation. The City shall provide levels of service, infrastructure, and infrastructure maintenance, enforcement of all zoning ordinances, subdivision regulations, building codes, and other ordinances that are comparable to the levels of services available in other parts of the City with similar topography, land use, and population density similar to those reasonably contemplated or projected in the area.

S T A R B A S E

CITY COMMISSION AGENDA MEMO

TO: Mayor and City Commission

FROM: City Administrator

MEETING DATE: October 15, 2025

ITEM: Designating City Bulletin Boards for Posting Agendas of City Commission Meetings

SUMMARY

By resolution, the city is notifying the public of the four city bulletin board locations for posting notices of City Commission meetings.

BACKGROUND

The City has four bulletin boards for the posting of City Commission meeting agendas, as set forth below. City Commission meeting notices will also continue to be posted on the City's website.

1. Inside the temporary city hall located at 39046 L B J Boulevard, Starbase, Texas 78521;
2. Outside the temporary city hall inside a locked display case located at 39046 L B J Boulevard, Starbase, Texas 78521;
3. Inside a locked display case on a brown/black fence located on the North side of State Highway 4, between L B J Boulevard and San Martin Boulevard; and
4. Cameron County Dancy Building, public notice bulletin board located at 1150 East Madison Street, Brownsville, TX 78520.

STAFF RECOMMENDATIONS

It is recommended that the Commission approve the resolution as presented.

Suggested Motion: "make a motion to approve the resolution designating the location for city bulletin boards for posting Commission meeting notices."

ATTACHMENTS

Resolution Designating City Bulletin Boards for Posting Commission Meeting Notices

CITY OF STARBASE, TEXAS

RESOLUTION NO. 2025-10-15-0D4-RE

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STARBASE, TEXAS DESIGNATING THE CITY BULLETIN BOARDS FOR THE POSTING OF CITY COMMISSION MEETING NOTICES; PROVIDING FOR SUCH NOTICES TO BE POSTED ON THE CITY'S WEBSITE; PROVIDING FOR SEVERABILITY AND REPEALER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Starbase, Texas (the "City") is a Type C General Law municipality, and is subject to the laws of the State of Texas as they apply to general law municipalities; and

WHEREAS, on May 30, 2025, the City Commission adopted Resolution No. 2025-05-30-F03-RE designating 39046 L B J Boulevard, Starbase, Texas 78521 as its temporary city hall for the purpose of holding City Commission meetings; and

WHEREAS, in accordance with the Texas Open Meetings Act, the City Commission desires to designate its City bulletin boards that are readily accessible to the general public for the physical posting of City Commission meeting notices and provide for such notices to be posted on the City's website.

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

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

SECTION 2. City Bulletin Boards. In accordance with the Texas Open Meetings Act, the City Commission hereby designates the following bulletin board locations that are readily accessible to the general public for the physical postings of City Commission meeting notices:

- a. Inside the temporary city hall located at 39046 L B J Boulevard, Starbase, Texas 78521;
- b. Outside the temporary city hall inside a locked display case located at 39046 L B J Boulevard, Starbase, Texas 78521;
- c. Inside a locked display case on a brown/black fence located on the North side of State Highway 4, between L B J Boulevard and San Martin Boulevard; and
- d. Cameron County Dancy Building, public notice bulletin board located at 1150 East Madison Street, Brownsville, TX 78520.

SECTION 3. Posting of Commission Meeting Notices on City Website. The City Clerk shall post all City Commission meeting notices in accordance with the Texas Open Meetings Act on the City's website at www.starbase.texas.gov.

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

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

SECTION 6. Effective Date. This Resolution shall take effect immediately upon passage.

PASSED AND APPROVED this 15th day of October 2025.

CITY OF STARBASE, TEXAS

Bobby Peden, Mayor

ATTEST:

Caroline Cole, City Clerk

APPROVED AS TO FORM:

Marie 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: October 15, 2025

ITEM: Expanding Extraterritorial Jurisdiction (ETJ) of City to Include 1,256.978 Acres

SUMMARY

The city has received a petition to annex 1,256.978 acres into the City Limits. To annex this property, it will require that our ETJ be expanded to include this area.

BACKGROUND

In August the City Commission approved a letter of intent to the U.S. Corps of Engineers to establish the Rockhands Preservation Bank. The purpose of this Bank is to preserve a wetlands area that will serve as a critical environmental offset for development in and around the city.

As part of the creation of this wetlands preservation area, the Rockhands property needs to be annexed to the City Limits. The City of Starbase recently received a petition from SpaceX to annex the property. However, since the property is not currently located in our ETJ, approval is needed to expand our ETJ to include the property prior to annexation.

STAFF RECOMMENDATIONS

It is recommended that the attached ordinance be approved that will expand our ETJ.

Suggested Motion: “motion to approve the ordinance expanding our ETJ to include the 1,256.978 acres described in the ordinance.”

ATTACHMENTS

Resolution Approving Expanding City’s ETJ.

CITY OF STARBASE, TEXAS
ORDINANCE NO. 2025-10-15-0F1-OR

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY STARBASE, TEXAS, EXPANDING THE EXTRATERRITORIAL JURISDICTION OF THE CITY TO INCLUDE AN APPROXIMATE 1,256.978 ACRE TRACT OF LAND LOCATED IN CAMERON COUNTY, TEXAS, AND MORE PARTICULARLY DEPICTED IN EXHIBIT “A” COMPRISED OF: 1) A 1,212.85 ACRE TRACT OUT OF SHARE I AND SHARE II OF THE SAN MARTIN GRANT A-6 AND THE H.M. SKELTON VACANCY AWARD, A-269, IN CAMERON COUNTY, TEXAS, COMPRISED OF 912.64 ACRES, AS RECORDED IN THE REAL PROPERTY RECORDS OF CAMERON COUNTY, TEXAS AS DOCUMENT NO. 2016-6495, AND 300.20 ACRES, AS RECORDED IN THE REAL PROPERTY RECORDS OF CAMERON COUNTY, TEXAS AS DOCUMENT NO. 2024-35969, AND MORE PARTICULARLY DEPICTED IN EXHIBIT “B” AND DESCRIBED IN EXHIBIT “B1”; 2) A 21.16 ACRE TRACT OF LAND BEING OUT OF A 70.33 ACRE TRACT OF THE RIO GRANDE BEACH SUBDIVISION, UNIT NO. FOUR, AS RECORDED IN VOL. 22, PAGE 21 IN THE CAMERON COUNTY MAP RECORDS, AND MORE PARTICULARLY DESCRIBED AND DEPICTED IN EXHIBIT “C”; AND 3) A 22.968 ACRE TRACT OF LAND BEING OUT OF A 70.33 ACRE TRACT OF THE RIO GRANDE BEACH SUBDIVISION, UNIT NO. FOUR, AS RECORDED IN VOL. 22, PAGE 21 IN THE CAMERON COUNTY MAP RECORDS, AND MORE PARTICULARLY DESCRIBED AND DEPICTED IN EXHIBIT “D”; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING THAT THE INHABITANTS OF THE PROPERTY ARE ENTITLED TO AND BOUND BY ALL OF THE ORDINANCES, RESOLUTIONS, ACTS, AND REGULATIONS OF THE EXTRATERRITORIAL JURISDICTION OF THE CITY; PROVIDING INSTRUCTIONS FOR AMENDING THE OFFICIAL MAP AND BOUNDARIES OF THE CITY; PROVIDING INSTRUCTIONS FOR FILING THIS ORDINANCE; PROVIDING SEVERABILITY AND CUMULATIVE CLAUSES; FINDING THAT THE MEETING AT WHICH THIS ORDINANCE WAS ADOPTED WAS LAWFULLY HELD IN ACCORDANCE WITH THE TEXAS OPEN MEETINGS ACT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Starbase, Texas (the “City”) is a Type C general-law municipality under the laws of the State of Texas; and

WHEREAS, the City is authorized, pursuant to Chapter 42 of the Texas Local Government Code, to expand the extraterritorial jurisdiction (the “ETJ”) of the City to include an area contiguous to the otherwise existing ETJ of the city if owners of the area request the expansion; and

WHEREAS, the City received a petition (the “Petition”) from Space Exploration Technologies Corp., the property owner (the “Owner”) of a certain tract of land being approximately 1,256.978 acres of land (the “Property”), further described depicted in Exhibits “A”, “B”, “B1”, “C”, and “D”, attached and incorporated as if set forth fully herein requesting expansion to include the Property into the ETJ of the City; and

WHEREAS, the City Commission of the City (the “City Commission”) has investigated into, has determined, and officially finds that the Property is contiguous to existing City ETJ and no part of such territory is within the extraterritorial jurisdiction of any other incorporated city or town; and

WHEREAS, the City Commission finds and determines that inclusion of the Property hereinafter described as requested by the property owner is in the best interests of the citizens of the City and the owners and residents of the area.

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

SECTION 1. Findings. It is hereby officially determined that the findings and recitations contained above in the preamble of this Ordinance are true and correct and are incorporated herein by reference.

SECTION 2. ETJ Expansion. The ETJ of the City is hereby expanded to include the Property, and the same shall hereafter be included within the ETJ limits of the City, and the inhabitants of the Property shall hereafter be entitled to and be bound by the acts, ordinances, resolutions, and regulations of the City’s ETJ enacted pursuant to and in conformity with the general laws of the State of Texas.

SECTION 3. Official Map. The official map and boundaries of the City, previously adopted, are amended to include the Property as part of the City’s ETJ. The City Clerk is directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to expand the ETJ to include the Property as required by applicable law.

SECTION 4. Filing Instructions. The City Clerk is hereby directed and authorized to file a certified copy of this Ordinance with the County Clerk of Cameron County, Texas, and with other appropriate officials and agencies as required by state and federal law.

SECTION 5. Severability Clause. It is hereby declared by the City Commission that if any of the sections, paragraphs, sentences, clauses, phrases, words, or provisions of this Ordinance should be declared unconstitutional or otherwise invalid for any reason, such event shall not affect any remaining sections, paragraphs, sentences, clauses, phrases, words, or provisions of this Ordinance.

SECTION 6. Cumulative Clause. This Ordinance shall be cumulative of all provisions of ordinances of the City except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

SECTION 7. Public Meeting. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required by law, and that public notice of the time, place, and purpose of said meeting was given, all as required by Section 551.041, Texas Government Code.

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

SECTION 9. Effective Date. This Ordinance shall be in full force and effect immediately upon its passage and approval by the City Commission.

PASSED AND APPROVED BY THE CITY COMMISSION OF THE CITY OF STARBASE, TEXAS, this 15th day of October, 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"
DEPICTION OF PROPERTY



EXHIBIT "B" **LEGAL DEPICTION OF 1,212.85 ACRE TRACT**

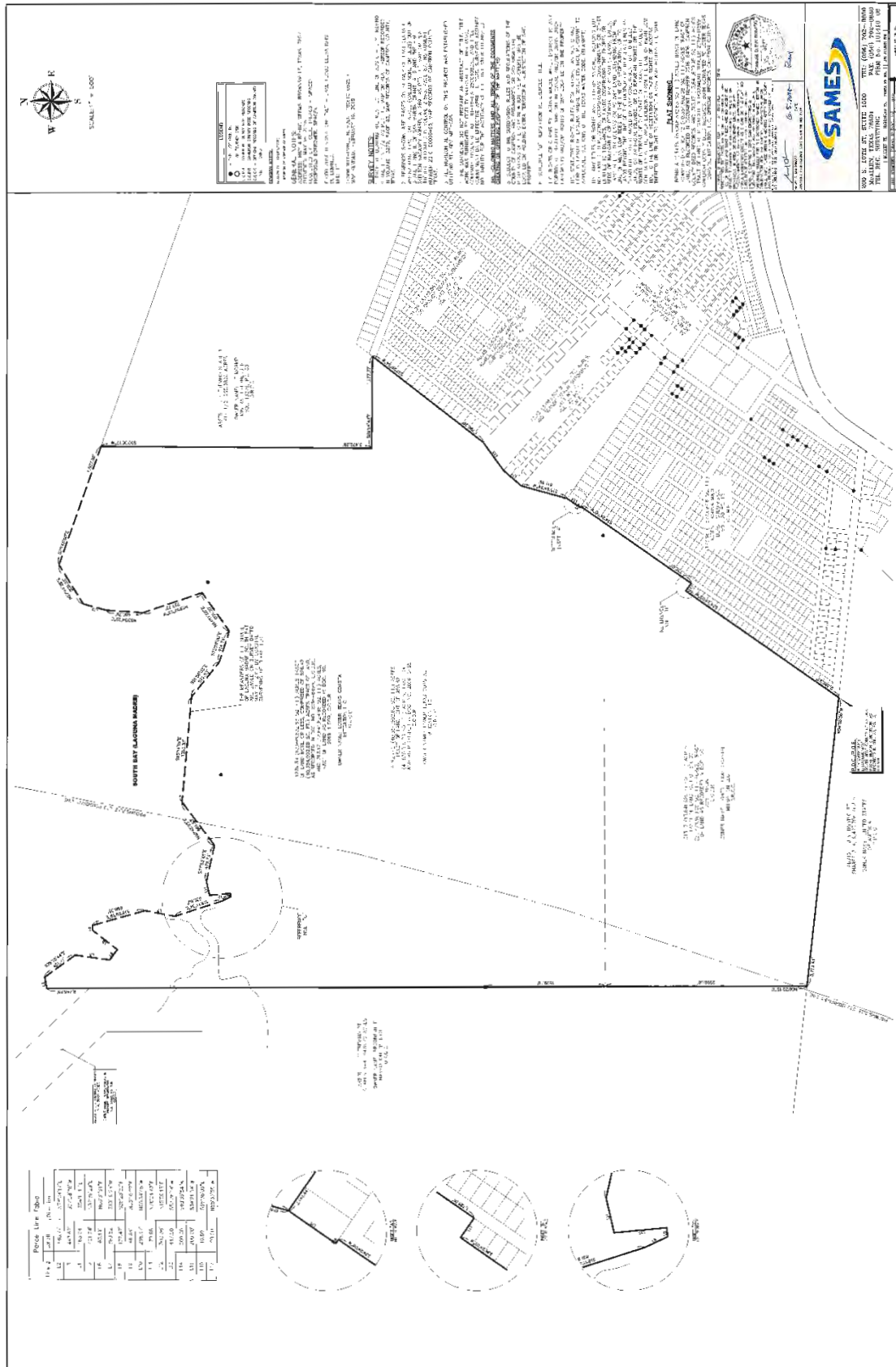


EXHIBIT "B1"
LEGAL DESCRIPTION OF 1,212.85 TRACT



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METES AND BOUNDS DESCRIPTION

1,212.58 (52,831,751.68 SQ. FT.) ACRE TRACT OF LAND MORE OR LESS, COMPRISED OF 912.64 (39,754,463.05 SQ. FT.) ACRE TRACT OF LAND, AS RECORDED IN DOCUMENT NUMBER 2016-6495, DEED RECORDS OF CAMERON COUNTY, TEXAS AND 300.20 (13,076,788.69 SQ. FT.) ACRE TRACT OF LAND, AS RECORDED IN DOCUMENT NUMBER 2024-35969, DEED RECORDS OF CAMERON COUNTY, TEXAS.

BEING A 1,212.58 (52,831,751.68 SQ. FT.) ACRE TRACT OF LAND MORE OR LESS, OUT OF SHARE I AND SHARE II OF THE SAN MARTIN GRANT A-6 AND THE H.M.SKELTON VACANCY AWARD, A-269, CAMERON COUNTY, TEXAS, COMPRISED OF A 912.64 (39,754,463.05 SQ. FT.) ACRE TRACT OF LAND CONVEYED FROM RAMPART PROPERTIES LLC TO LOWER TEXAS COASTAL MITIGATION LLC, AS RECORDED IN INSTRUMENT NUMBER 2016-00006495, CAMERON COUNTY DEED RECORDS, CAMERON COUNTY, TEXAS, AND A 300.20 (13,076,788.69 SQ. FT.) ACRE TRACT OF LAND CONVEYED TO LOWER TEXAS COASTAL MITIGATION LLC, AS RECORDED IN INSTRUMENT NUMBER 2024-35969, CAMERON COUNTY DEED RECORDS, CAMERON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

COMMENCING; AT THE NORTHWEST BOUNDARY LINE OF THE LAGUNA MADRE BEACH SUBDIVISION AS RECORDED IN VOLUME 20, PAGE 13, CAMERON COUNTY MAP RECORDS, CAMERON COUNTY, TEXAS, SAID COMMENCING POINT BEING NORTH 77°27'46" EAST, A DISTANCE OF 8,615.32 FEET FROM NGS MONUMENT DEL MAR AZ NGS PID AB0090, FOR THE SOUTHMOST CORNER AND **POINT OF BEGINNING**, OF THIS HEREIN DESCRIBED TRACT OF LAND, HAVING A GRID COORDINATE OF N= 16524117.4948; E= 1413752.8296;

THENCE; NORTH 83°26'59" WEST ALONG THE NORTH LINE OF A TRACT OF LAND CONVEYED TO THE UNITED STATES OF AMERICA, OUT OF ABSTRACT 6 J Y TREVINO, A DISTANCE OF 1800.99 FEET TO A FOUND UNITED STATES FISH & WILDLIFE SERVICE MONUMENT, A TOTAL DISTANCE OF 3,800.81 FEET, TO A CALCULATED POINT, FOR THE SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; NORTH 00°37'41" WEST ALONG THE WEST LINE OF THE SAID NEWPORT FUND, LLC TRACT AND THE EAST LINE OF A TRACT OF LAND CONVEYED TO THE BROWNSVILLE NAVIGATION DISTRICT, OUT OF ABSTRACT 6 J Y TREVINO, AT A DISTANCE OF 2,413.10 FEET, PAST THE COMMON LINE OF THE SAID NEWPORT LLC TRACT AND THE SAID LOWER TEXAS COASTAL MITIGATION, LLC TRACT, AT 3,940.89 FEET PASSING A FOUND SURVEY DISK, AT A DISTANCE OF 6,965.05 FEET MORE OR LESS PASSING THE SOUTHERLY SIDE OF AN INLET OF LAGUNA MADRE SOUTH BAY, AT A DISTANCE OF 8,119.92 FEET MORE OR LESS PASSING THE NORTHERLY SIDE OF SAID INLET, AND CONTINUING A TOTAL DISTANCE OF 9,513.13 FEET TO THE SHORE LINE OF LAGUNA MADRE SOUTH BAY AS SURVEYED ON JULY 03, 2025 BY COASTAL SURVEYING OF TEXAS, INC.

Sheet 2 of 5 Metes & Bounds
Job Number: SUR 25.007



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THENCE; FOLLOWING THE MEANDERS OF THE SAID SHORE LINE OF LAGUNA MADRE SOUTH BAY AS SURVEYED ON MAY 10, 2017, BY COASTAL SURVEYING OF TEXAS, INC., THE MEANDERS OF SAID LINE AS FOLLOWS;

- M-1. **THENCE;** NORTH 77°59'00" EAST A DISTANCE OF 121.07 FEET;
- M-2. **THENCE;** SOUTH 36°16'01" EAST A DISTANCE OF 481.41 FEET;
- M-3. **THENCE;** SOUTH 07°33'09" WEST A DISTANCE OF 447.67 FEET;
- M-4. **THENCE;** SOUTH 54°16'28" EAST A DISTANCE OF 163.04 FEET;
- M-5. **THENCE;** NORTH 37°34'12" EAST A DISTANCE OF 401.24 FEET;
- M-6. **THENCE;** NORTH 86°26'04" EAST A DISTANCE OF 63.19 FEET;
- M-7. **THENCE;** SOUTH 16°04'36" EAST A DISTANCE OF 698.35 FEET;
- M-8. **THENCE;** SOUTH 10°14'06" WEST A DISTANCE OF 390.52 FEET; MORE OF LESS TO THE
NORTHERLY SIDE OF SAID INLET;
- M-9. **THENCE;** CROSSING SAID INLET, SOUTH 18°16'51" EAST A DISTANCE OF 250.00 FEET,
MORE OR LESS, PASSING SAID SOUTHERLY LINE OF SAID INLET, CONTINUING FOR A
TOTAL DISTANCE OF 631.80 FEET;
- M-10. **THENCE;** SOUTH 25°33'40" EAST A DISTANCE OF 127.47 FEET;
- M-11. **THENCE;** NORTH 86°05'10" EAST A DISTANCE OF 46.56 FEET;
- M-12. **THENCE;** NORTH 06°05'02" WEST A DISTANCE OF 268.47 FEET;
- M-13. **THENCE;** NORTH 76°29'25" EAST A DISTANCE OF 179.98 FEET;
- M-14. **THENCE;** SOUTH 77°59'02" EAST A DISTANCE OF 475.73 FEET;
- M-15. **THENCE;** NORTH 52°38'08" EAST A DISTANCE OF 691.82 FEET;
- M-16. **THENCE;** SOUTH 85°19'32" EAST A DISTANCE OF 1,352.33 FEET;
- M-17. **THENCE;** SOUTH 52°01'20" EAST A DISTANCE OF 572.53 FEET;

Sheet 3 of 5 Metes & Bounds
Job Number: SUR 25.007



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- M-18. **THENCE;** SOUTH 72°33'17" EAST A DISTANCE OF 414.74 FEET;
- M-19. **THENCE;** NORTH 54°06'38" EAST A DISTANCE OF 601.30 FEET;
- M-20. **THENCE;** NORTH 19°02'40" WEST A DISTANCE OF 797.72 FEET;
- M-21. **THENCE;** NORTH 03°29'05" EAST A DISTANCE OF 480.79 FEET;
- M-22. **THENCE;** NORTH 15°03'56" EAST A DISTANCE OF 300.36 FEET;
- M-23. **THENCE;** NORTH 57°44'09" EAST A DISTANCE OF 589.23 FEET;
- M-24. **THENCE;** SOUTH 70°53'17" EAST A DISTANCE OF 1,607.55 FEET;

THENCE; SOUTH, ALONG THE WEST LINE OF A TRACT OF LAND CONVEYED TO HELCAMP MINERAL PARTNERSHIP AS RECORDED IN VOLUME 13279, PAGE 83, OFFICIAL RECORDS OF CAMERON COUNTY, CAMERON COUNTY, TEXAS, AT A DISTANCE OF 3,472.28 FEET TO A CALCULATED POINT, BEING AN INTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; EAST, ALONG SOUTH LINE OF SAID TRACT CONVEYED TO HELCAMP MINERAL PARTNERSHIP, A DISTANCE OF 1,168.14 FEET, TO THE WEST LINE OF RIO GRANDE BEACH SUBDIVISION UNIT THREE, ACCORDING TO MAP RECORDED IN VOLUME 22, PAGE 4 OF THE MAP RECORDS OF CAMERON COUNTY, CAMERON COUNTY, TEXAS, BEING THE MOST EASTERN CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; SOUTH 37°26'23" WEST ALONG THE WEST LINE OF SAID RIO GRANDE BEACH SUBDIVISION UNIT THREE, A DISTANCE OF 1,732.86 FEET TO THE WEST CORNER OF SAID RIO GRANDE BEACH SUBDIVISION UNIT THREE, BEING THE NORTHMOST CORNER OF LAGUNA MADRE BEACH SUBDIVISION UNIT FOUR, ACCORDING TO MAP RECORDS IN VOLUME 22 PAGE 21 OF MAP RECORDS OF CAMERON COUNTY, CAMERON COUNTY, TEXAS, FOR A POINT OF DEFLECTION OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; SOUTH 53°36'14" WEST ALONG THE WESTERLY LINE OF SAID LAGUNA MADRE BEACH SUBDIVISION UNIT FOUR A DISTANCE OF 447.50 FEET, FOR A POINT OF DEFLECTION OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; SOUTH 40°36'54" WEST ALONG THE WESTERLY LINE OF SAID LAGUNA MADRE BEACH SUBDIVISION UNIT FOUR A DISTANCE OF 300.00 FEET, FOR A POINT OF DEFLECTION OF THIS HEREIN DESCRIBED TRACT OF LAND;

Sheet 4 of 5 Metes & Bounds
Job Number: SUR 25.007



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THENCE; SOUTH 15°04'54" WEST ALONG THE WESTERLY LINE OF SAID LAGUNA MADRE BEACH SUBDIVISION UNIT FOUR A DISTANCE OF 611.69 FEET, FOR A POINT OF DEFLECTION OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; SOUTH 34°21'54" WEST ALONG THE WESTERLY LINE OF SAID LAGUNA MADRE BEACH SUBDIVISION UNIT FOUR A DISTANCE OF 200.00 FEET, FOR A POINT OF DEFLECTION OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; SOUTH 55°38'06" EAST ALONG THE WESTERLY LINE OF SAID LAGUNA MADRE BEACH SUBDIVISION UNIT FOUR A DISTANCE OF 16.89 FEET, TO A POINT BEING ON THE WESTERLY LINE OF LAGUNA MADRE BEACH SUBDIVISION UNIT FOUR, AS RECORDED IN VOL 22 PAGE 21 CAMERON COUNTY MAP RECORDS, CAMERON COUNTY, TEXAS, FOR AN INTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; SOUTH 34°24'05" WEST, ALONG THE WESTERLY LINE OF SAID LAGUNA MADRE BEACH SUBDIVISION UNIT FOUR, A DISTANCE OF 1,725.01 FEET, TO AN INTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; NORTH 55°35'55" WEST, ALONG THE WESTERLY LINE OF SAID LAGUNA MADRE BEACH SUBDIVISION UNIT FOUR, A DISTANCE OF 120.00 FEET, TO A POINT OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; SOUTH 34°24'05" WEST, ALONG THE WESTERLY LINE OF SAID LAGUNA MADRE BEACH SUBDIVISION UNIT FOUR, A DISTANCE 2,235.58 FEET TO THE **POINT OF BEGINNING**, AND CONTAINING A CALCULATED 1,212.85 (52,831,751.74 SQ. FT.) ACRES TRACT OF LAND, MORE OR LESS.

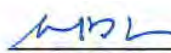
REVISION NOTES:

REVISION 04 – (07/16/2025)

1. REVISED TO CORRECT TOTAL DISTANCE AT THE WEST BOUNDARY LINE.

ALL BEARINGS AND DISTANCES ARE BASED ON THE TEXAS COORDINATE SYSTEM (NAD 83), TEXAS STATE PLANES, SOUTH ZONE, U.S. SURVEY FEET, GRID. BEARINGS AND DISTANCES IN PARENTHESIS ARE BASED ON RECORDED PLAT OR DOCUMENT.

I, SAMUEL D MALDONADO., R.P.L.S. CERTIFY THAT THE ABOVE METES AND BOUNDS ARE TRUE AND IS THE RESULT OF AN ACTUAL SURVEY PERFORMED UNDER MY DIRECTION.


SAMUEL D MALDONADO, R.P.L.S. DATE 7/16/2025
REGISTERED PROFESSIONAL LAND SURVEYOR No. 6027



Sheet 5 of 5 Metes & Bounds
Job Number: SUR 25.007



GENERAL NOTES:

1.000 2000 3000 4000 5000 6000 7000 8000 9000 10000 11000 12000 13000 14000 15000 16000 17000 18000 19000 20000 21000 22000 23000 24000 25000 26000 27000 28000 29000 30000 31000 32000 33000 34000 35000 36000 37000 38000 39000 40000 41000 42000 43000 44000 45000 46000 47000 48000 49000 50000 51000 52000 53000 54000 55000 56000 57000 58000 59000 60000 61000 62000 63000 64000 65000 66000 67000 68000 69000 70000 71000 72000 73000 74000 75000 76000 77000 78000 79000 80000 81000 82000 83000 84000 85000 86000 87000 88000 89000 90000 91000 92000 93000 94000 95000 96000 97000 98000 99000 100000

URGENT NOTICE

0.011, 0.025.

FOR INFO AND ORDER
CONTACT: 1-800-368-5848

THE FOLLOWING MATTERS ARE A SUMMARY OF THE COMMENTS RECEIVED ON THE DRAFT REPORT OF THE COMMITTEE ON THE STATUS OF THE WORK OF THE UNITED STATES:

1. ADOPTED THE LAURENCE LEE AND REGINA'S CO-EDITION OF CASES ARE ENDORSED CO-EDITION.

TEL: 225-332-1111 FAX: 225-332-1112

[illegible]

1991-1992, 1992-1993, 1993-1994, 1994-1995, 1995-1996, 1996-1997, 1997-1998, 1998-1999, 1999-2000, 2000-2001, 2001-2002, 2002-2003, 2003-2004, 2004-2005, 2005-2006, 2006-2007, 2007-2008, 2008-2009, 2009-2010, 2010-2011, 2011-2012, 2012-2013, 2013-2014, 2014-2015, 2015-2016, 2016-2017, 2017-2018, 2018-2019, 2019-2020, 2020-2021, 2021-2022, 2022-2023, 2023-2024, 2024-2025, 2025-2026, 2026-2027, 2027-2028, 2028-2029, 2029-2030, 2030-2031, 2031-2032, 2032-2033, 2033-2034, 2034-2035, 2035-2036, 2036-2037, 2037-2038, 2038-2039, 2039-2040, 2040-2041, 2041-2042, 2042-2043, 2043-2044, 2044-2045, 2045-2046, 2046-2047, 2047-2048, 2048-2049, 2049-2050, 2050-2051, 2051-2052, 2052-2053, 2053-2054, 2054-2055, 2055-2056, 2056-2057, 2057-2058, 2058-2059, 2059-2060, 2060-2061, 2061-2062, 2062-2063, 2063-2064, 2064-2065, 2065-2066, 2066-2067, 2067-2068, 2068-2069, 2069-2070, 2070-2071, 2071-2072, 2072-2073, 2073-2074, 2074-2075, 2075-2076, 2076-2077, 2077-2078, 2078-2079, 2079-2080, 2080-2081, 2081-2082, 2082-2083, 2083-2084, 2084-2085, 2085-2086, 2086-2087, 2087-2088, 2088-2089, 2089-2090, 2090-2091, 2091-2092, 2092-2093, 2093-2094, 2094-2095, 2095-2096, 2096-2097, 2097-2098, 2098-2099, 2099-2100, 2100-2101, 2101-2102, 2102-2103, 2103-2104, 2104-2105, 2105-2106, 2106-2107, 2107-2108, 2108-2109, 2109-2110, 2110-2111, 2111-2112, 2112-2113, 2113-2114, 2114-2115, 2115-2116, 2116-2117, 2117-2118, 2118-2119, 2119-2120, 2120-2121, 2121-2122, 2122-2123, 2123-2124, 2124-2125, 2125-2126, 2126-2127, 2127-2128, 2128-2129, 2129-2130, 2130-2131, 2131-2132, 2132-2133, 2133-2134, 2134-2135, 2135-2136, 2136-2137, 2137-2138, 2138-2139, 2139-2140, 2140-2141, 2141-2142, 2142-2143, 2143-2144, 2144-2145, 2145-2146, 2146-2147, 2147-2148, 2148-2149, 2149-2150, 2150-2151, 2151-2152, 2152-2153, 2153-2154, 2154-2155, 2155-2156, 2156-2157, 2157-2158, 2158-2159, 2159-2160, 2160-2161, 2161-2162, 2162-2163, 2163-2164, 2164-2165, 2165-2166, 2166-2167, 2167-2168, 2168-2169, 2169-2170, 2170-2171, 2171-2172, 2172-2173, 2173-2174, 2174-2175, 2175-2176, 2176-2177, 2177-2178, 2178-2179, 2179-2180, 2180-2181, 2181-2182, 2182-2183, 2183-2184, 2184-2185, 2185-2186, 2186-2187, 2187-2188, 2188-2189, 2189-2190, 2190-2191, 2191-2192, 2192-2193, 2193-2194, 2194-2195, 2195-2196, 2196-2197, 2197-2198, 2198-2199, 2199-2200, 2200-2201, 2201-2202, 2202-2203, 2203-2204, 2204-2205, 2205-2206, 2206-2207, 2207-2208, 2208-2209, 2209-2210, 2210-2211, 2211-2212, 2212-2213, 2213-2214, 2214-2215, 2215-2216, 2216-2217, 2217-2218, 2218-2219, 2219-2220, 2220-2221, 2221-2222, 2222-2223, 2223-2224, 2224-2225, 2225-2226, 2226-2227, 2227-2228, 2228-2229, 2229-2230, 2230-2231, 2231-2232, 2232-2233, 2233-2234, 2234-2235, 2235-2236, 2236-2237, 2237-2238, 2238-2239, 2239-2240, 2240-2241, 2241-2242, 2242-2243, 2243-2244, 2244-2245, 2245-2246, 2246-2247, 2247-2248, 2248-2249, 2249-2250, 2250-2251, 2251-2252, 2252-2253, 2253-2254, 2254-2255, 2255-2256, 2256-2257, 2257-2258, 2258-2259, 2259-2260, 2260-2261, 2261-2262, 2262-2263, 2263-2264, 2264-2265, 2265-2266, 2266-2267, 2267-2268, 2268-2269, 2269-2270, 2270-2271, 2271-2272, 2272-2273, 2273-2274, 2274-2275, 2275-2276, 2276-2277, 2277-2278, 2278-2279, 2279-2280, 2280-2281, 2281-2282, 2282-2283, 2283-2284, 2284-2285, 2285-2286, 2286-2287, 2287-2288, 2288-2289, 2289-2290, 2290-2291, 2291-2292, 2292-2293, 2293-2294, 2294-2295, 2295-2296, 2296-2297, 2297-2298, 2298-2299, 2299-2300, 2300-2301, 2301-2302, 2302-2303, 2303-2304, 2304-2305, 2305-2306, 2306-2307, 2307-2308, 2308-2309, 2309-2310, 2310-2311, 2311-2312, 2312-2313, 2313-2314, 2314-2315, 2315-2316, 2316-2317, 2317-2318, 2318-2319, 2319-2320, 2320-2321, 2321-2322, 2322-2323, 2323-2324, 2324-2325, 2325-2326, 2326-2327, 2327-2328, 2328-2329, 2329-2330, 2330-2331, 2331-2332, 2332-2333, 2333-2334, 2334-2335, 2335-2336, 2336-2337, 2337-2338, 2338-2339, 2339-2340, 2340-2341, 2341-2342, 2342-2343, 2343-2344, 2344-2345, 2345-2346, 2346-2347, 2347-2348, 2348-2349, 2349-2350, 2350-2351, 2351-2352, 2352-2353, 2353-2354, 2354-2355, 2355-2356, 2356-2357, 2357-2358, 2358-2359, 2359-2360, 2360-2361, 2361-2362, 2362-2363, 23

THE NEW YORK PUBLIC LIBRARY
ASTOR LENOX TILDEN FOUNDATIONS
125 WEST 47TH STREET
NEW YORK 19, N.Y.

PLAT SHOWING TRACT 1, OUT OF
RIO GRANDE BEACH SUBDIVISION UNIT NO. FOUR

[illegible]

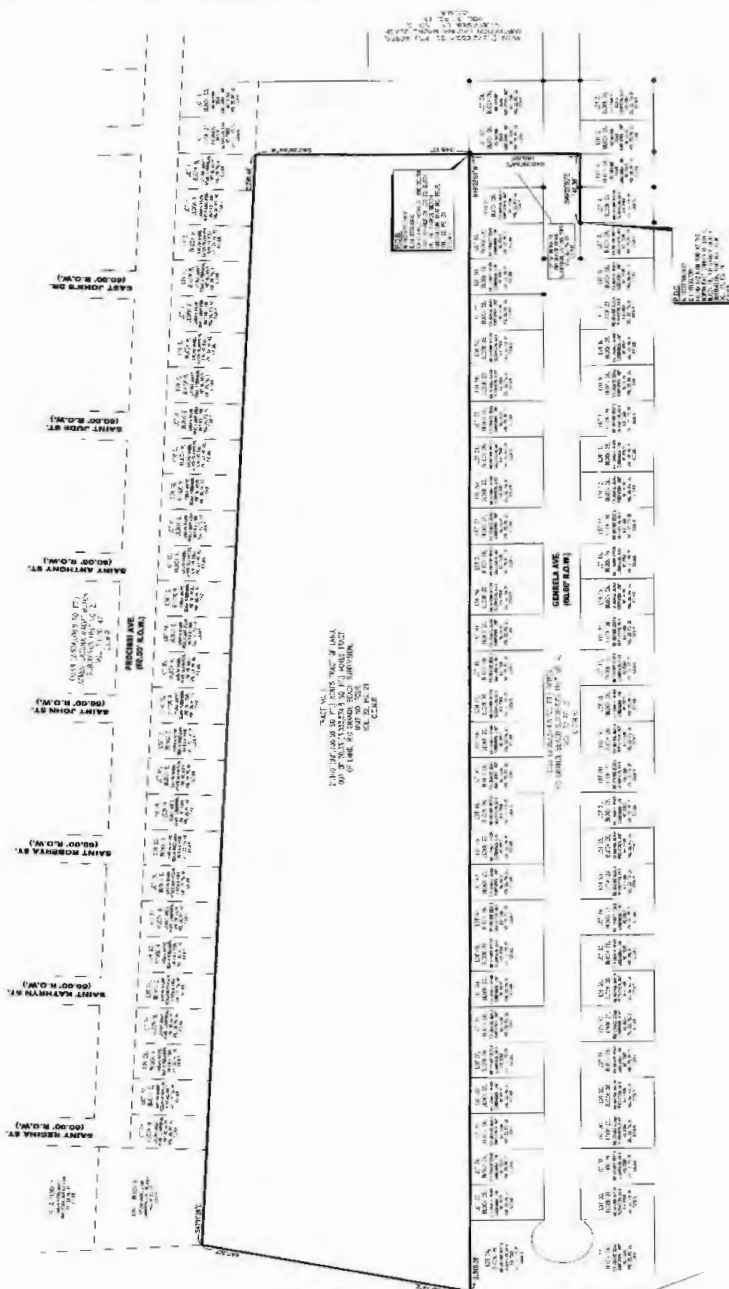
THE UNIVERSITY OF CHICAGO

[illegible]

5. 2/20/15	1000
1000	1000



1000 E. 14TH ST. SUITE 1100
DALLAS, TEXAS 75201
TEL. (214) 380-0000
FAX. (214) 380-7000

[illegible]

1. The first step is to identify the problem. This involves understanding the situation and the goals that need to be achieved. It is important to gather all relevant information and to define the problem clearly.



Engineering Firm Reg # 10602 Surveying Firm Reg # 101416-00
200 S. 10th Street, Suite 1500, McAllen, Texas 78501 Phone: (956) 702-8880 Fax: (956) 702-8883
DUNS 834820735 CAGE CODE 66N60

METES AND BOUNDS DESCRIPTION

TRACT I

OUT OF RIO GRANDE BEACH SUBDIVISION, UNIT NO. FOUR

**21.160 (921,736.56 SQ. FT.) ACRE TRACT OF LAND OUT OF 70.33 (3,063,574.8 SQ. FT.) ACRES
TRACT OF LAND, RIO GRANDE BEACH SUBDIVISION, UNIT NO. FOUR, AS RECORDED IN
VOLUME 22 PAGE 21, MAP RECORDS CAMERON COUNTY, TEXAS.**

BEING A 21.160 (921,736.56 SQ. FT.) ACRE TRACT OF LAND OUT OF A 70.33 (3,063,574.8 SQ. FT.) ACRES
TRACT OF LAND, RIO GRANDE BEACH SUBDIVISION, UNIT NO. FOUR, AS RECORDED IN VOLUME 22 PAGE
21, MAP RECORDS CAMERON COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES
AND BOUNDS AS FOLLOWS;

COMMENCING; AT A FOUND 1 /2 INCH IRON ROD AT THE NORTHEAST CORNER OF LOT 5, BLOCK, 26,
RIO GRANDE BEACH SUBDIVISION UNIT NO. FOUR, AS RECORDED IN VOLUME 22, PAGE 21, CAMERON
COUNTY MAP RECORDS, CAMERON COUNTY, TEXAS, **THENCE;** SOUTH 49°21'50" EAST ALONG THE WEST
RIGHT OF WAY LINE OF GENRELA AVENUE, A DISTANCE OF 145.36 FEET, **THENCE;** NORTH 40°36'54"
EAST A DISTANCE OF 180.00 FEET TO A POINT ON THE SOUTHEAST CORNER OF LOT 62, BLOCK 26 OF
SAID RIO GRANDE BEACH SUBDIVISION UNIT NO. FOUR, FOR THE SOUTHWEST CORNER AND **POINT OF
BEGINNING,** OF THIS HEREIN DESCRIBED TRACT OF LAND, HAVING A GRID COORDINATE OF
N: 16526751.1621'; E: 1418361.1940';

THENCE; NORTH 49°23'01" WEST ALONG THE SOUTH LINE OF LOT 62 - LOT 34 OF SAID RIO GRANDE
BEACH SUBDIVISION UNIT NO. FOUR, A DISTANCE 2,395.36 FEET TO A CALCULATED POINT, BEING THE
NORTH BOUNDARY LINE OF SAID RIO GRANDE BEACH SUBDIVISION UNIT NO FOUR, FOR THE
NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; NORTH 53°36'14" WEST ALONG THE WESTERLY LINE OF SAID RIO GRANDE BEACH
SUBDIVISION, UNIT NO. FOUR A DISTANCE OF 447.50 FEET, TO A CALCULATED POINT, BEING THE
NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

Sheet 2 of 3 Metes & Bounds
Job Number: SUR 25.007



Engineering Firm Reg # 10602 Surveying Firm Reg # 101416-00
200 S. 10th Street, Suite 1500, McAllen, Texas 78501 Phone: (956) 702-8880 Fax: (956) 702-8883
DUNS 834820735 CAGE CODE 66N60

THENCE; SOUTH 47°11'26" EAST A DISTANCE OF 2,296.46 FEET, ALONG THE WESTLINE OF LOT 1, BLOCK 8, LOT 28 – LOT 1, BLOCK 9, OF LAGUNA MADRE BEACH SUBDIVISION UNIT NO. TWO, AS RECORDED IN VOLUME 20, PAGE 42, CAMERON COUNTY MAP RECORDS, CAMERON COUNTY, TEXAS, TO A CALCULATED POINT, BEING THE SOUTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; SOUTH 40°36'54" WEST A DISTANCE OF 348.17 FEET, TO THE **POINT OF BEGINNING**, AND CONTAINING A CALCULATED 21.160 (921,736.56 SQ. FT.) ACRES TRACT OF LAND, MORE OR LESS.

ALL BEARINGS AND DISTANCES ARE BASED ON THE TEXAS COORDINATE SYSTEM (NAD 83), TEXAS STATE PLANES, SOUTH ZONE, U.S. SURVEY FEET, GRID. BEARINGS AND DISTANCES IN PARENTHESIS ARE BASED ON RECORDED PLAT OR DOCUMENT.

I, SAMUEL D MALDONADO., R.P.L.S. CERTIFY THAT THE ABOVE METES AND BOUNDS ARE TRUE AND IS THE RESULT OF AN ACTUAL SURVEY PERFORMED UNDER MY DIRECTION.


SAMUEL D MALDONADO, R.P.L.S.

DATE

REGISTERED PROFESSIONAL LAND SURVEYOR No. 6027



Sheet 3 of 3 Metes & Bounds
Job Number: SUR 25.007

[illegible]



Engineering Firm Reg # 10602 Surveying Firm Reg # 101416-00
200 S. 10th Street, Suite 1500, McAllen, Texas 78501 Phone: (956) 702-8880 Fax: (956) 702-8883
DUNS 834820735 CAGE CODE 66N60

METES AND BOUNDS DESCRIPTION

TRACT II

OUT OF RIO GRANDE BEACH SUBDIVISION, UNIT NO. FOUR

**22.968 (1,000,516.921 SQ. FT.) ACRES TRACT OF LAND OUT OF A 70.33 (3,063,574.8 SQ. FT.)
ACRES TRACT OF LAND, RIO GRANDE BEACH SUBDIVISION, UNIT NO. FOUR, AS RECORDED IN
VOLUME 22 PAGE 21, MAP RECORDS CAMERON COUNTY, TEXAS.**

BEING A 22.968 (1,000,516.921 SQ. FT.) ACRES TRACT OF LAND OUT OF A 70.33 (3,063,574.8 SQ. FT.)
ACRES TRACT OF LAND, RIO GRANDE BEACH SUBDIVISION, UNIT NO. FOUR, AS RECORDED IN VOLUME
22 PAGE 21, MAP RECORDS CAMERON COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY
METES AND BOUNDS AS FOLLOWS;

COMMENCING; AT A FOUND 1 /2 INCH IRON ROD AT THE NORTHEAST CORNER OF LOT 4, BLOCK, 26, OF
RIO GRANDE BEACH SUBDIVISION UNIT NO. FOUR, AS RECORDED IN VOLUME 22, PAGE 21, CAMERON
COUNTY MAP RECORDS, CAMERON COUNTY, TEXAS, **THENCE;** SOUTH 49°21'50" EAST ALONG THE WEST
RIGHT OF WAY LINE OF GENRELA AVENUE, A DISTANCE OF 145.36 FEET, **THENCE;** SOUTH 40°36'54"
WEST, A DISTANCE OF 120.00 FEET TO A POINT ON THE SOUTHWEST CORNER OF LOT 3, BLOCK 26 OF
SAID RIO GRANDE BEACH SUBDIVISION UNIT NO. FOUR, FOR THE SOUTHEAST CORNER AND **POINT OF
BEGINNING**, OF THIS HEREIN DESCRIBED TRACT OF LAND, HAVING A GRID COORDINATE OF
N: 16526523.4319'; E: 1418165.9019';

THENCE; SOUTH 40°36'54" WEST A DISTANCE OF 318.49 FEET, TO A CALCULATED POINT, BEING THE
SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; NORTH 55°38'06" WEST ALONG THE EAST LINE OF LOT 2 – LOT 22 OF SAID RIO GRANDE BEACH
SUBDIVISION UNIT NO. FOUR, A DISTANCE 2,144.44 FEET TO A CALCULATED POINT, BEING THE NORTH
BOUNDARY LINE OF SAID RIO GRANDE BEACH SUBDIVISION UNIT NO. FOUR, FOR THE NORTHWEST
CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; NORTH 15°04'54" EAST ALONG THE WESTERLY LINE OF SAID RIO GRANDE BEACH SUBDIVISION,
UNIT NO. FOUR, AT DISTANCE OF 611.69 FEET, TO A CALCULATED POINT, BEING THE NORTHEAST
CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; SOUTH 49°23'06" EAST ALONG THE WEST LINE OF LOT 33 - LOT 3 OF SAID RIO GRANDE BEACH
SUBDIVISION UNIT NO. FOUR, A DISTANCE OF 2,395.36 FEET, TO THE **POINT OF BEGINNING**, AND
CONTAINING A CALCULATED 22.968 (1,000,516.921 SQ. FT.) TRACT OF LAND, MORE OR LESS.

Sheet 2 of 3 Metes & Bounds
Job Number: SUR 25.007

S T A R B A S E

CITY COMMISSION AGENDA MEMO

TO: Mayor and City Commission

FROM: City Administrator

MEETING DATE: October 15, 2025

ITEM: Public Hearing and Ordinance-Annexation of 1,256.978 Acres Into City Limits

SUMMARY

The city has received a petition from SpaceX for the voluntary annexation of 1,256.978 acres that should be considered by the Commission following a public hearing.

BACKGROUND

The city recently received a formal petition from SpaceX to annex a 1,256.978-acre tract that they own (see attached map). The city is required to conduct a public hearing with notification of the public in the official city newspaper before approving the annexation. This notice has been published, and the City Commission should now conduct a public hearing in accordance with State law. Following the public hearing, the City Commission should consider the attached ordinance annexing the property into the City Limits. The annexation ordinance also provides for the updating of the official city map to include the annexed parcel.

The property proposed for annexation includes the area of the proposed Rockhands Wetlands Mitigation Bank. By annexing the property, the city can ensure that the requirements of the Mitigation Bank are met and that this wetlands area can be preserved and protected.

STAFF RECOMMENDATIONS

Following the public hearing, it is recommended that the attached annexation ordinance be approved.

Suggested Motion: “move to approve an ordinance annexing 1,256.978 acres into the Starbase City Limits.”

ATTACHMENTS

Annexation Ordinance

Updated Official City Map

CITY OF STARBASE, TEXAS

ORDINANCE NO. 2025-10-15-F02-OR

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STARBASE, TEXAS, ANNEXING AN APPROXIMATE 1,256.978 ACRE TRACT OF LAND LOCATED IN CAMERON COUNTY, TEXAS, AND MORE PARTICULARLY DEPICTED IN EXHIBIT “A” COMPRISED OF: 1) A 1,212.85 ACRE TRACT OUT OF SHARE I AND SHARE II OF THE SAN MARTIN GRANT A-6 AND THE H.M. SKELTON VACANCY AWARD, A-269, IN CAMERON COUNTY, TEXAS, COMPRISED OF 912.64 ACRES, AS RECORDED IN THE REAL PROPERTY RECORDS OF CAMERON COUNTY, TEXAS AS DOCUMENT NO. 2016-6495, AND 300.20 ACRES, AS RECORDED IN THE REAL PROPERTY RECORDS OF CAMERON COUNTY, TEXAS AS DOCUMENT NO. 2024-35969, AND MORE PARTICULARLY DEPICTED IN EXHIBIT “B” AND DESCRIBED IN EXHIBIT “B1”; 2) A 21.16 ACRE TRACT OF LAND BEING OUT OF A 70.33 ACRE TRACT OF THE RIO GRANDE BEACH SUBDIVISION, UNIT NO. FOUR, AS RECORDED IN VOL. 22, PAGE 21 IN THE CAMERON COUNTY MAP RECORDS, AND MORE PARTICULARLY DESCRIBED AND DEPICTED IN EXHIBIT “C”; AND 3) A 22.968 ACRE TRACT OF LAND BEING OUT OF A 70.33 ACRE TRACT OF THE RIO GRANDE BEACH SUBDIVISION, UNIT NO. FOUR, AS RECORDED IN VOL. 22, PAGE 21 IN THE CAMERON COUNTY MAP RECORDS, AND MORE PARTICULARLY DESCRIBED AND DEPICTED IN EXHIBIT “D”, AND EXTENDING THE BOUNDARY LIMITS OF THE CITY SO AS TO INCLUDE THE DESCRIBED PROPERTY WITHIN THE CITY LIMITS; FINDING AND DETERMINING THAT ALL REQUIREMENTS FOR ANNEXATION, INCLUDING PUBLIC HEARINGS, NOTICES, OPEN MEETINGS, AND EXECUTION OF A WRITTEN SERVICES AGREEMENT HAVE BEEN MET ACCORDING TO LAW; PROVIDING FOR THE INCORPORATION OF PREMISES; GRANTING TO ALL THE INHABITANTS OF THE PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING THE INHABITANTS BY ALL OF THE ORDINANCES, RESOLUTIONS, ACTS, AND REGULATIONS OF THE CITY; PROVIDING INSTRUCTIONS FOR AMENDING THE OFFICIAL MAP AND BOUNDARIES OF THE CITY; PROVIDING INSTRUCTIONS FOR FILING THIS ORDINANCE; PROVIDING SEVERABILITY AND CUMULATIVE CLAUSES; FINDING THAT THE MEETING AT WHICH THIS ORDINANCE WAS ADOPTED WAS LAWFULLY HELD IN ACCORDANCE WITH THE TEXAS OPEN MEETINGS ACT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Starbase, Texas (the “City”) is a Type C general-law municipality under the laws of the State of Texas; and

WHEREAS, the City is authorized, pursuant to Chapter 43 of the Texas Local Government Code, to annex property located within the extraterritorial jurisdiction of the City and extend the boundary limits of the City; and

WHEREAS, the City received a C-3 voluntary annexation petition (the “Petition”) from Space Exploration Technologies Corp., the property owner (the “Owner”) requesting the annexation into the City’s boundary limits of a certain tract of land being approximately 1,256.978 acres of land, further described and depicted in Exhibits “A”, “B”, “B1”, “C” and “D”, attached and incorporated as if set forth fully herein (the “Property”); and

WHEREAS, in accordance with Chapter 43 of the Texas Local Government Code, all requirements for the annexation, including required notices and public hearings, have been provided, held, and met; and

WHEREAS, in accordance with Chapter 43 of the Texas Local Government Code, a written services agreement for the area to be annexed was negotiated and executed prior to the adoption of the annexation by City Commission; and

WHEREAS, the City Commission of the City (the “City Commission”) has investigated into, has determined, and officially finds that no part of such territory is within the extraterritorial jurisdiction of any other incorporated city or town; and

WHEREAS, the City Commission finds and determines that annexation of the property hereinafter described as requested by the property owner is in the best interests of the citizens of the City and the owners and residents of the area.

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

SECTION 1. Findings. It is hereby officially determined that the findings and recitations contained above in the preamble of this Ordinance are true and correct and are incorporated herein by reference.

SECTION 2. Annexation. The Property is hereby annexed into the City, and the boundary limits of the City are hereby extended to include the Property, and the same shall hereafter be included within the boundary limits of the City, and the inhabitants of the Property shall hereafter be entitled to all the rights and privileges of other citizens of the City and shall be bound by the acts, ordinances, resolutions, and regulations of the City enacted pursuant to and in conformity with the general laws of the State of Texas.

SECTION 3. Official Map. The official map and boundaries of the City, previously adopted, are amended to include the Property as part of the City. The City Clerk is directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add the annexed Property as required by applicable law.

SECTION 4. Filing Instructions. The City Clerk is hereby directed and authorized to file a certified copy of this Ordinance with the County Clerk of Cameron County, Texas, and with other appropriate officials and agencies as required by state and federal law.

SECTION 5. Severability Clause. It is hereby declared by the City Commission that if any of the sections, paragraphs, sentences, clauses, phrases, words, or provisions of this Ordinance should be declared unconstitutional or otherwise invalid for any reason, such event shall not affect any remaining sections, paragraphs, sentences, clauses, phrases, words, or provisions of this Ordinance.

SECTION 6. Cumulative Clause. This Ordinance shall be cumulative of all provisions of ordinances of the City except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

SECTION 7. Public Meeting. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required by law, and that public notice of the time, place, and purpose of said meeting was given, all as required by Section 551.041, Texas Government Code.

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

SECTION 9. Effective Date. This Ordinance shall be in full force and effect immediately upon its passage and approval by the City Commission.

PASSED AND APPROVED BY THE CITY COMMISSION OF THE CITY OF STARBASE, TEXAS, this 15th day of October, 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"
DEPICTION OF PROPERTY



Project Line Data

Station	Stationing	Stationing	Stationing
12	100.00	100.00	100.00
13	100.00	100.00	100.00
14	100.00	100.00	100.00
15	100.00	100.00	100.00
16	100.00	100.00	100.00
17	100.00	100.00	100.00
18	100.00	100.00	100.00
19	100.00	100.00	100.00
20	100.00	100.00	100.00
21	100.00	100.00	100.00
22	100.00	100.00	100.00
23	100.00	100.00	100.00
24	100.00	100.00	100.00
25	100.00	100.00	100.00
26	100.00	100.00	100.00
27	100.00	100.00	100.00
28	100.00	100.00	100.00
29	100.00	100.00	100.00
30	100.00	100.00	100.00
31	100.00	100.00	100.00
32	100.00	100.00	100.00
33	100.00	100.00	100.00
34	100.00	100.00	100.00
35	100.00	100.00	100.00
36	100.00	100.00	100.00
37	100.00	100.00	100.00
38	100.00	100.00	100.00
39	100.00	100.00	100.00
40	100.00	100.00	100.00
41	100.00	100.00	100.00
42	100.00	100.00	100.00
43	100.00	100.00	100.00
44	100.00	100.00	100.00
45	100.00	100.00	100.00
46	100.00	100.00	100.00
47	100.00	100.00	100.00
48	100.00	100.00	100.00
49	100.00	100.00	100.00
50	100.00	100.00	100.00
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52	100.00	100.00	100.00
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56	100.00	100.00	100.00
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58	100.00	100.00	100.00
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64	100.00	100.00	100.00
65	100.00	100.00	100.00
66	100.00	100.00	100.00
67	100.00	100.00	100.00
68	100.00	100.00	100.00
69	100.00	100.00	100.00
70	100.00	100.00	100.00
71	100.00	100.00	100.00
72	100.00	100.00	100.00
73	100.00	100.00	100.00
74	100.00	100.00	100.00
75	100.00	100.00	100.00
76	100.00	100.00	100.00
77	100.00	100.00	100.00
78	100.00	100.00	100.00
79	100.00	100.00	100.00
80	100.00	100.00	100.00
81	100.00	100.00	100.00
82	100.00	100.00	100.00
83	100.00	100.00	100.00
84	100.00	100.00	100.00
85	100.00	100.00	100.00
86	100.00	100.00	100.00
87	100.00	100.00	100.00
88	100.00	100.00	100.00
89	100.00	100.00	100.00
90	100.00		

EXHIBIT "B1"
LEGAL DESCRIPTION OF 1,212.85 TRACT



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DUNS 834820735 CAGE CODE 66N60

METES AND BOUNDS DESCRIPTION

1,212.58 (52,831,751.68 SQ. FT.) ACRE TRACT OF LAND MORE OR LESS, COMPRISED OF 912.64 (39,754,463.05 SQ. FT.) ACRE TRACT OF LAND, AS RECORDED IN DOCUMENT NUMBER 2016-6495, DEED RECORDS OF CAMERON COUNTY, TEXAS AND 300.20 (13,076,788.69 SQ. FT.) ACRE TRACT OF LAND, AS RECORDED IN DOCUMENT NUMBER 2024-35969, DEED RECORDS OF CAMERON COUNTY, TEXAS.

BEING A 1,212.58 (52,831,751.68 SQ. FT.) ACRE TRACT OF LAND MORE OR LESS, OUT OF SHARE I AND SHARE II OF THE SAN MARTIN GRANT A-6 AND THE H.M.SKELTON VACANCY AWARD, A-269, CAMERON COUNTY, TEXAS, COMPRISED OF A 912.64 (39,754,463.05 SQ. FT.) ACRE TRACT OF LAND CONVEYED FROM RAMPART PROPERTIES LLC TO LOWER TEXAS COASTAL MITIGATION LLC, AS RECORDED IN INSTRUMENT NUMBER 2016-00006495, CAMERON COUNTY DEED RECORDS, CAMERON COUNTY, TEXAS, AND A 300.20 (13,076,788.69 SQ. FT.) ACRE TRACT OF LAND CONVEYED TO LOWER TEXAS COASTAL MITIGATION LLC, AS RECORDED IN INSTRUMENT NUMBER 2024-35969, CAMERON COUNTY DEED RECORDS, CAMERON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

COMMENCING; AT THE NORTHWEST BOUNDARY LINE OF THE LAGUNA MADRE BEACH SUBDIVISION AS RECORDED IN VOLUME 20, PAGE 13, CAMERON COUNTY MAP RECORDS, CAMERON COUNTY, TEXAS, SAID COMMENCING POINT BEING NORTH 77°27'46" EAST, A DISTANCE OF 8,615.32 FEET FROM NGS MONUMENT DEL MAR AZ NGS PID AB0090, FOR THE SOUTHMOST CORNER AND **POINT OF BEGINNING**, OF THIS HEREIN DESCRIBED TRACT OF LAND, HAVING A GRID COORDINATE OF N= 16524117.4948; E= 1413752.8296;

THENCE; NORTH 83°26'59" WEST ALONG THE NORTH LINE OF A TRACT OF LAND CONVEYED TO THE UNITED STATES OF AMERICA, OUT OF ABSTRACT 6 J Y TREVINO, A DISTANCE OF 1800.99 FEET TO A FOUND UNITED STATES FISH & WILDLIFE SERVICE MONUMENT, A TOTAL DISTANCE OF 3,800.81 FEET, TO A CALCULATED POINT, FOR THE SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; NORTH 00°37'41" WEST ALONG THE WEST LINE OF THE SAID NEWPORT FUND, LLC TRACT AND THE EAST LINE OF A TRACT OF LAND CONVEYED TO THE BROWNSVILLE NAVIGATION DISTRICT, OUT OF ABSTRACT 6 J Y TREVINO, AT A DISTANCE OF 2,413.10 FEET, PAST THE COMMON LINE OF THE SAID NEWPORT LLC TRACT AND THE SAID LOWER TEXAS COASTAL MITIGATION, LLC TRACT, AT 3,940.89 FEET PASSING A FOUND SURVEY DISK, AT A DISTANCE OF 6,965.05 FEET MORE OR LESS PASSING THE SOUTHERLY SIDE OF AN INLET OF LAGUNA MADRE SOUTH BAY, AT A DISTANCE OF 8,119.92 FEET MORE OR LESS PASSING THE NORTHERLY SIDE OF SAID INLET, AND CONTINUING A TOTAL DISTANCE OF 9,513.13 FEET TO THE SHORE LINE OF LAGUNA MADRE SOUTH BAY AS SURVEYED ON JULY 03, 2025 BY COASTAL SURVEYING OF TEXAS, INC.

Sheet 2 of 5 Metes & Bounds
Job Number: SUR 25.007



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THENCE; FOLLOWING THE MEANDERS OF THE SAID SHORE LINE OF LAGUNA MADRE SOUTH BAY AS SURVEYED ON MAY 10, 2017, BY COASTAL SURVEYING OF TEXAS, INC., THE MEANDERS OF SAID LINE AS FOLLOWS;

- M-1. **THENCE;** NORTH 77°59'00" EAST A DISTANCE OF 121.07 FEET;
- M-2. **THENCE;** SOUTH 36°16'01" EAST A DISTANCE OF 481.41 FEET;
- M-3. **THENCE;** SOUTH 07°33'09" WEST A DISTANCE OF 447.67 FEET;
- M-4. **THENCE;** SOUTH 54°16'28" EAST A DISTANCE OF 163.04 FEET;
- M-5. **THENCE;** NORTH 37°34'12" EAST A DISTANCE OF 401.24 FEET;
- M-6. **THENCE;** NORTH 86°26'04" EAST A DISTANCE OF 63.19 FEET;
- M-7. **THENCE;** SOUTH 16°04'36" EAST A DISTANCE OF 698.35 FEET;
- M-8. **THENCE;** SOUTH 10°14'06" WEST A DISTANCE OF 390.52 FEET; MORE OF LESS TO THE NORTHERLY SIDE OF SAID INLET;
- M-9. **THENCE;** CROSSING SAID INLET, SOUTH 18°16'51" EAST A DISTANCE OF 250.00 FEET, MORE OR LESS, PASSING SAID SOUTHERLY LINE OF SAID INLET, CONTINUING FOR A TOTAL DISTANCE OF 631.80 FEET;
- M-10. **THENCE;** SOUTH 25°33'40" EAST A DISTANCE OF 127.47 FEET;
- M-11. **THENCE;** NORTH 86°05'10" EAST A DISTANCE OF 46.56 FEET;
- M-12. **THENCE;** NORTH 06°05'02" WEST A DISTANCE OF 268.47 FEET;
- M-13. **THENCE;** NORTH 76°29'25" EAST A DISTANCE OF 179.98 FEET;
- M-14. **THENCE;** SOUTH 77°59'02" EAST A DISTANCE OF 475.73 FEET;
- M-15. **THENCE;** NORTH 52°38'08" EAST A DISTANCE OF 691.82 FEET;
- M-16. **THENCE;** SOUTH 85°19'32" EAST A DISTANCE OF 1,352.33 FEET;
- M-17. **THENCE;** SOUTH 52°01'20" EAST A DISTANCE OF 572.53 FEET;

Sheet 3 of 5 Metes & Bounds
Job Number: SUR 25.007



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- M-18. **THENCE;** SOUTH 72°33'17" EAST A DISTANCE OF 414.74 FEET;
- M-19. **THENCE;** NORTH 54°06'38" EAST A DISTANCE OF 601.30 FEET;
- M-20. **THENCE;** NORTH 19°02'40" WEST A DISTANCE OF 797.72 FEET;
- M-21. **THENCE;** NORTH 03°29'05" EAST A DISTANCE OF 480.79 FEET;
- M-22. **THENCE;** NORTH 15°03'56" EAST A DISTANCE OF 300.36 FEET;
- M-23. **THENCE;** NORTH 57°44'09" EAST A DISTANCE OF 589.23 FEET;
- M-24. **THENCE;** SOUTH 70°53'17" EAST A DISTANCE OF 1,607.55 FEET;

THENCE; SOUTH, ALONG THE WEST LINE OF A TRACT OF LAND CONVEYED TO HELCAMP MINERAL PARTNERSHIP AS RECORDED IN VOLUME 13279, PAGE 83, OFFICIAL RECORDS OF CAMERON COUNTY, CAMERON COUNTY, TEXAS, AT A DISTANCE OF 3,472.28 FEET TO A CALCULATED POINT, BEING AN INTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; EAST, ALONG SOUTH LINE OF SAID TRACT CONVEYED TO HELCAMP MINERAL PARTNERSHIP, A DISTANCE OF 1,168.14 FEET, TO THE WEST LINE OF RIO GRANDE BEACH SUBDIVISION UNIT THREE, ACCORDING TO MAP RECORDED IN VOLUME 22, PAGE 4 OF THE MAP RECORDS OF CAMERON COUNTY, CAMERON COUNTY, TEXAS, BEING THE MOST EASTERN CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; SOUTH 37°26'23" WEST ALONG THE WEST LINE OF SAID RIO GRANDE BEACH SUBDIVISION UNIT THREE, A DISTANCE OF 1,732.86 FEET TO THE WEST CORNER OF SAID RIO GRANDE BEACH SUBDIVISION UNIT THREE, BEING THE NORTHMOST CORNER OF LAGUNA MADRE BEACH SUBDIVISION UNIT FOUR, ACCORDING TO MAP RECORDS IN VOLUME 22 PAGE 21 OF MAP RECORDS OF CAMERON COUNTY, CAMERON COUNTY, TEXAS, FOR A POINT OF DEFLECTION OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; SOUTH 53°36'14" WEST ALONG THE WESTERLY LINE OF SAID LAGUNA MADRE BEACH SUBDIVISION UNIT FOUR A DISTANCE OF 447.50 FEET, FOR A POINT OF DEFLECTION OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; SOUTH 40°36'54" WEST ALONG THE WESTERLY LINE OF SAID LAGUNA MADRE BEACH SUBDIVISION UNIT FOUR A DISTANCE OF 300.00 FEET, FOR A POINT OF DEFLECTION OF THIS HEREIN DESCRIBED TRACT OF LAND;

Sheet 4 of 5 Metes & Bounds
Job Number: SUR 25.007



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THENCE; SOUTH 15°04'54" WEST ALONG THE WESTERLY LINE OF SAID LAGUNA MADRE BEACH SUBDIVISION UNIT FOUR A DISTANCE OF 611.69 FEET, FOR A POINT OF DEFLECTION OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; SOUTH 34°21'54" WEST ALONG THE WESTERLY LINE OF SAID LAGUNA MADRE BEACH SUBDIVISION UNIT FOUR A DISTANCE OF 200.00 FEET, FOR A POINT OF DEFLECTION OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; SOUTH 55°38'06" EAST ALONG THE WESTERLY LINE OF SAID LAGUNA MADRE BEACH SUBDIVISION UNIT FOUR A DISTANCE OF 16.89 FEET, TO A POINT BEING ON THE WESTERLY LINE OF LAGUNA MADRE BEACH SUBDIVISION UNIT FOUR, AS RECORDED IN VOL 22 PAGE 21 CAMERON COUNTY MAP RECORDS, CAMERON COUNTY, TEXAS, FOR AN INTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; SOUTH 34°24'05" WEST, ALONG THE WESTERLY LINE OF SAID LAGUNA MADRE BEACH SUBDIVISION UNIT FOUR, A DISTANCE OF 1,725.01 FEET, TO AN INTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; NORTH 55°35'55" WEST, ALONG THE WESTERLY LINE OF SAID LAGUNA MADRE BEACH SUBDIVISION UNIT FOUR, A DISTANCE OF 120.00 FEET, TO A POINT OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; SOUTH 34°24'05" WEST, ALONG THE WESTERLY LINE OF SAID LAGUNA MADRE BEACH SUBDIVISION UNIT FOUR, A DISTANCE 2,235.58 FEET TO THE **POINT OF BEGINNING**, AND CONTAINING A CALCULATED 1,212.85 (52,831,751.74 SQ. FT.) ACRES TRACT OF LAND, MORE OR LESS.

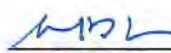
REVISION NOTES:

REVISION 04 – (07/16/2025)

1. REVISED TO CORRECT TOTAL DISTANCE AT THE WEST BOUNDARY LINE.

ALL BEARINGS AND DISTANCES ARE BASED ON THE TEXAS COORDINATE SYSTEM (NAD 83), TEXAS STATE PLANES, SOUTH ZONE, U.S. SURVEY FEET, GRID. BEARINGS AND DISTANCES IN PARENTHESIS ARE BASED ON RECORDED PLAT OR DOCUMENT.

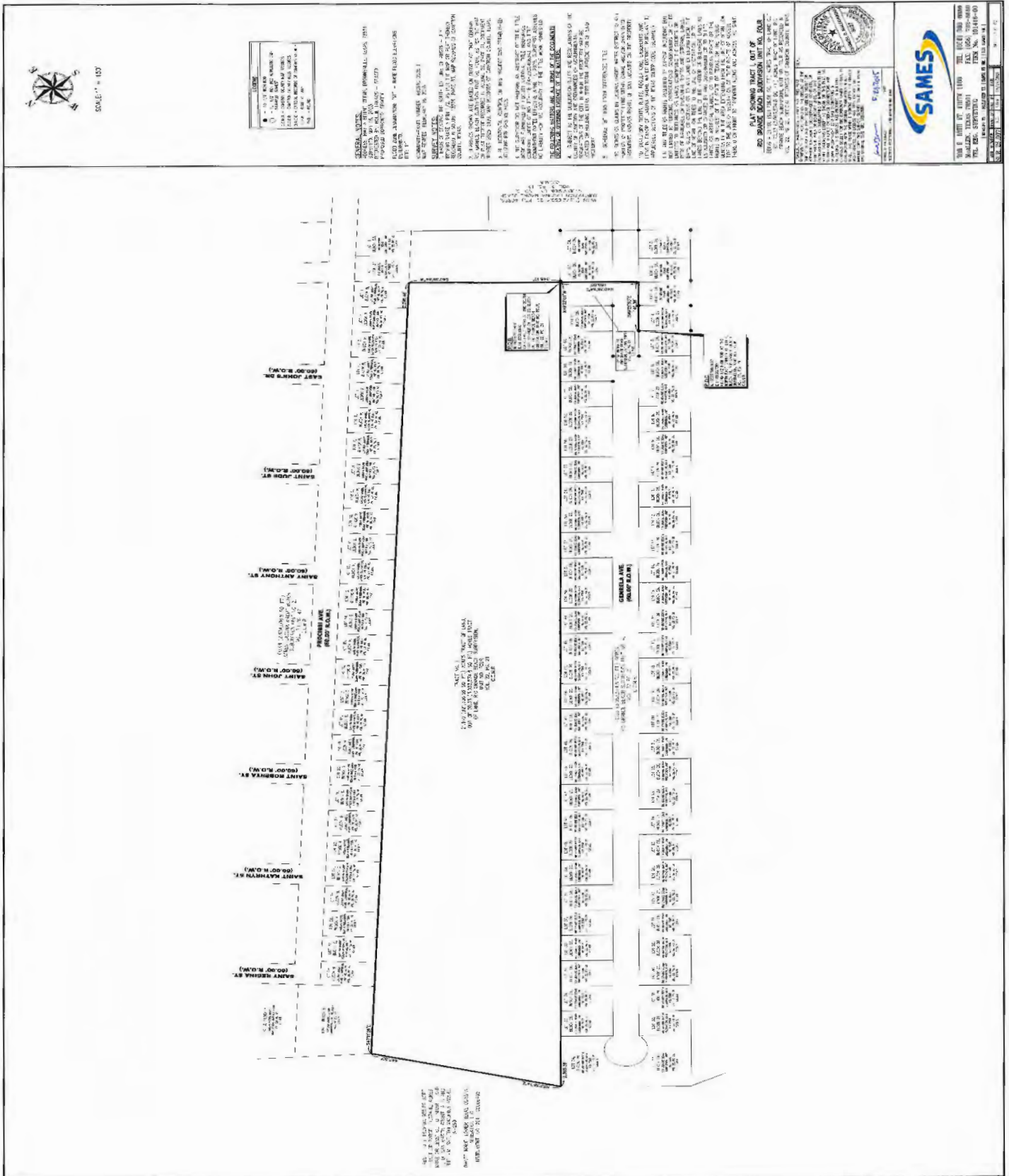
I, SAMUEL D MALDONADO., R.P.L.S. CERTIFY THAT THE ABOVE METES AND BOUNDS ARE TRUE AND IS THE RESULT OF AN ACTUAL SURVEY PERFORMED UNDER MY DIRECTION.


SAMUEL D MALDONADO, R.P.L.S. DATE 7/16/2025
REGISTERED PROFESSIONAL LAND SURVEYOR No. 6027



Sheet 5 of 5 Metes & Bounds
Job Number: SUR 25.007

EXHIBIT "C" **LEGAL DESCRIPTION AND DEPICTION OF 21.16 ACRE TRACT**





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DUNS 834820735 CAGE CODE 66N60

METES AND BOUNDS DESCRIPTION

TRACT I

OUT OF RIO GRANDE BEACH SUBDIVISION, UNIT NO. FOUR

**21.160 (921,736.56 SQ. FT.) ACRE TRACT OF LAND OUT OF 70.33 (3,063,574.8 SQ. FT.) ACRES
TRACT OF LAND, RIO GRANDE BEACH SUBDIVISION, UNIT NO. FOUR, AS RECORDED IN
VOLUME 22 PAGE 21, MAP RECORDS CAMERON COUNTY, TEXAS.**

BEING A 21.160 (921,736.56 SQ. FT.) ACRE TRACT OF LAND OUT OF A 70.33 (3,063,574.8 SQ. FT.) ACRES
TRACT OF LAND, RIO GRANDE BEACH SUBDIVISION, UNIT NO. FOUR, AS RECORDED IN VOLUME 22 PAGE
21, MAP RECORDS CAMERON COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES
AND BOUNDS AS FOLLOWS;

COMMENCING; AT A FOUND 1 /2 INCH IRON ROD AT THE NORTHEAST CORNER OF LOT 5, BLOCK, 26,
RIO GRANDE BEACH SUBDIVISION UNIT NO. FOUR, AS RECORDED IN VOLUME 22, PAGE 21, CAMERON
COUNTY MAP RECORDS, CAMERON COUNTY, TEXAS, **THENCE;** SOUTH 49°21'50" EAST ALONG THE WEST
RIGHT OF WAY LINE OF GENRELA AVENUE, A DISTANCE OF 145.36 FEET, **THENCE;** NORTH 40°36'54"
EAST A DISTANCE OF 180.00 FEET TO A POINT ON THE SOUTHEAST CORNER OF LOT 62, BLOCK 26 OF
SAID RIO GRANDE BEACH SUBDIVISION UNIT NO. FOUR, FOR THE SOUTHWEST CORNER AND **POINT OF
BEGINNING,** OF THIS HEREIN DESCRIBED TRACT OF LAND, HAVING A GRID COORDINATE OF
N: 16526751.1621'; E: 1418361.1940';

THENCE; NORTH 49°23'01" WEST ALONG THE SOUTH LINE OF LOT 62 - LOT 34 OF SAID RIO GRANDE
BEACH SUBDIVISION UNIT NO. FOUR, A DISTANCE 2,395.36 FEET TO A CALCULATED POINT, BEING THE
NORTH BOUNDARY LINE OF SAID RIO GRANDE BEACH SUBDIVISION UNIT NO FOUR, FOR THE
NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; NORTH 53°36'14" WEST ALONG THE WESTERLY LINE OF SAID RIO GRANDE BEACH
SUBDIVISION, UNIT NO. FOUR A DISTANCE OF 447.50 FEET, TO A CALCULATED POINT, BEING THE
NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

Sheet 2 of 3 Metes & Bounds
Job Number: SUR 25.007



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THENCE; SOUTH 47°11'26" EAST A DISTANCE OF 2,296.46 FEET, ALONG THE WESTLINE OF LOT 1, BLOCK 8, LOT 28 – LOT 1, BLOCK 9, OF LAGUNA MADRE BEACH SUBDIVISION UNIT NO. TWO, AS RECORDED IN VOLUME 20, PAGE 42, CAMERON COUNTY MAP RECORDS, CAMERON COUNTY, TEXAS, TO A CALCULATED POINT, BEING THE SOUTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; SOUTH 40°36'54" WEST A DISTANCE OF 348.17 FEET, TO THE **POINT OF BEGINNING**, AND CONTAINING A CALCULATED 21.160 (921,736.56 SQ. FT.) ACRES TRACT OF LAND, MORE OR LESS.

ALL BEARINGS AND DISTANCES ARE BASED ON THE TEXAS COORDINATE SYSTEM (NAD 83), TEXAS STATE PLANES, SOUTH ZONE, U.S. SURVEY FEET, GRID. BEARINGS AND DISTANCES IN PARENTHESIS ARE BASED ON RECORDED PLAT OR DOCUMENT.

I, SAMUEL D MALDONADO., R.P.L.S. CERTIFY THAT THE ABOVE METES AND BOUNDS ARE TRUE AND IS THE RESULT OF AN ACTUAL SURVEY PERFORMED UNDER MY DIRECTION.


SAMUEL D MALDONADO, R.P.L.S.

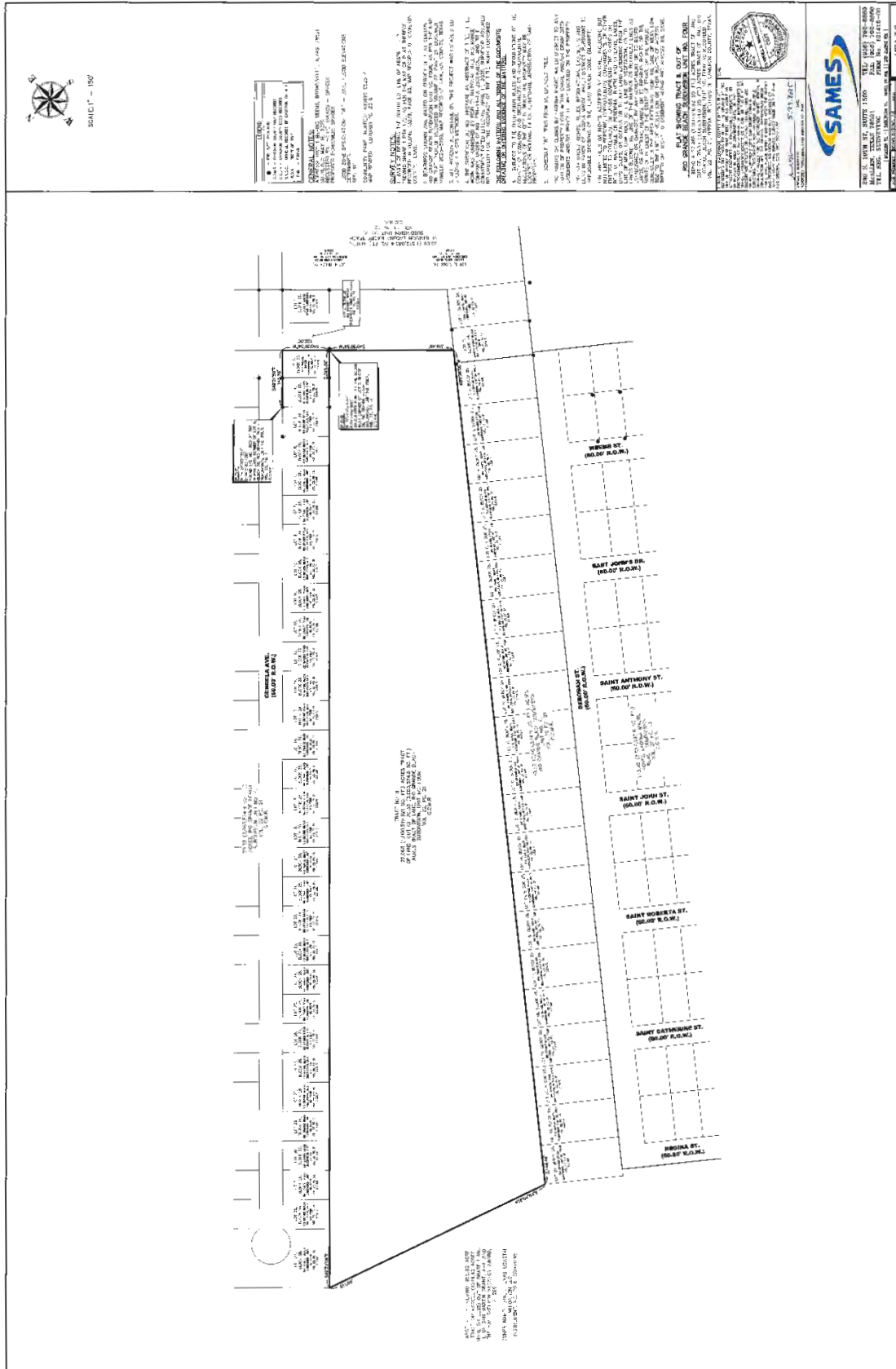
DATE

REGISTERED PROFESSIONAL LAND SURVEYOR No. 6027



Sheet 3 of 3 Metes & Bounds
Job Number: SUR 25.007

EXHIBIT "D" **LEGAL DESCRIPTION AND DEPICTION OF 22.968 ACRE TRACT**





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200 S. 10th Street, Suite 1500, McAllen, Texas 78501 Phone: (956) 702-8880 Fax: (956) 702-8883
DUNS 834820735 CAGE CODE 66N60

METES AND BOUNDS DESCRIPTION

TRACT II

OUT OF RIO GRANDE BEACH SUBDIVISION, UNIT NO. FOUR

**22.968 (1,000,516.921 SQ. FT.) ACRES TRACT OF LAND OUT OF A 70.33 (3,063,574.8 SQ. FT.)
ACRES TRACT OF LAND, RIO GRANDE BEACH SUBDIVISION, UNIT NO. FOUR, AS RECORDED IN
VOLUME 22 PAGE 21, MAP RECORDS CAMERON COUNTY, TEXAS.**

BEING A 22.968 (1,000,516.921 SQ. FT.) ACRES TRACT OF LAND OUT OF A 70.33 (3,063,574.8 SQ. FT.)
ACRES TRACT OF LAND, RIO GRANDE BEACH SUBDIVISION, UNIT NO. FOUR, AS RECORDED IN VOLUME
22 PAGE 21, MAP RECORDS CAMERON COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY
METES AND BOUNDS AS FOLLOWS;

COMMENCING; AT A FOUND 1 /2 INCH IRON ROD AT THE NORTHEAST CORNER OF LOT 4, BLOCK, 26, OF
RIO GRANDE BEACH SUBDIVISION UNIT NO. FOUR, AS RECORDED IN VOLUME 22, PAGE 21, CAMERON
COUNTY MAP RECORDS, CAMERON COUNTY, TEXAS, **THENCE;** SOUTH 49°21'50" EAST ALONG THE WEST
RIGHT OF WAY LINE OF GENRELA AVENUE, A DISTANCE OF 145.36 FEET, **THENCE;** SOUTH 40°36'54"
WEST, A DISTANCE OF 120.00 FEET TO A POINT ON THE SOUTHWEST CORNER OF LOT 3, BLOCK 26 OF
SAID RIO GRANDE BEACH SUBDIVISION UNIT NO. FOUR, FOR THE SOUTHEAST CORNER AND **POINT OF
BEGINNING**, OF THIS HEREIN DESCRIBED TRACT OF LAND, HAVING A GRID COORDINATE OF
N: 16526523.4319'; E: 1418165.9019';

THENCE; SOUTH 40°36'54" WEST A DISTANCE OF 318.49 FEET, TO A CALCULATED POINT, BEING THE
SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; NORTH 55°38'06" WEST ALONG THE EAST LINE OF LOT 2 – LOT 22 OF SAID RIO GRANDE BEACH
SUBDIVISION UNIT NO. FOUR, A DISTANCE 2,144.44 FEET TO A CALCULATED POINT, BEING THE NORTH
BOUNDARY LINE OF SAID RIO GRANDE BEACH SUBDIVISION UNIT NO. FOUR, FOR THE NORTHWEST
CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; NORTH 15°04'54" EAST ALONG THE WESTERLY LINE OF SAID RIO GRANDE BEACH SUBDIVISION,
UNIT NO. FOUR, AT DISTANCE OF 611.69 FEET, TO A CALCULATED POINT, BEING THE NORTHEAST
CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; SOUTH 49°23'06" EAST ALONG THE WEST LINE OF LOT 33 - LOT 3 OF SAID RIO GRANDE BEACH
SUBDIVISION UNIT NO. FOUR, A DISTANCE OF 2,395.36 FEET, TO THE **POINT OF BEGINNING**, AND
CONTAINING A CALCULATED 22.968 (1,000,516.921 SQ. FT.) TRACT OF LAND, MORE OR LESS.

Sheet 2 of 3 Metes & Bounds
Job Number: SUR 25.007

ANNEXATIONS

Map Number	Annexation Date	Annexation Ordinance No	Map Number	Annexation Date	Annexation Ordinance No
1	June 23, 2025	2025-06-23-D05-OR	9	June 23, 2025	2025-06-23-D08-OR
2	June 23, 2025	2025-06-23-D05-OR	10	June 23, 2025	2025-06-23-D08-OR
3	June 23, 2025	2025-06-23-D06-OR	11	June 23, 2025	2025-06-23-D08-OR
4	June 23, 2025	2025-06-23-D06-OR	12	June 23, 2025	2025-06-23-D08-OR
5	June 23, 2025	2025-06-23-D06-OR	13	October 15, 2025	2025-10-15-F02-OR
6	June 23, 2025	2025-06-23-D06-OR	14	October 15, 2025	2025-10-15-F02-OR
7	June 23, 2025	2025-06-23-D06-OR	15	October 15, 2025	2025-10-15-F02-OR
8	June 23, 2025	2025-06-23-D08-OR			



EXCLUSIONS

Properties Excluded from City Limits	Owner Name	Document No	Acres Excluded
171731	William E. Mooney and Maria H. Mooney	2022-10437	1.00 AC.
171733	Jesus Abete and Lily Abete	Vol. 6450, Pg. 83	1.00 AC.
171768	Pascual Morales	Vol. 2345, Pg. 61	0.57 AC.
171747	Martha D. Keith	2021-37345	0.48 AC.
171742	Dolores Cisneros Emerson	2023-20486	0.54 AC.
171767	Leticia Lerma	2019-931192	0.50 AC.



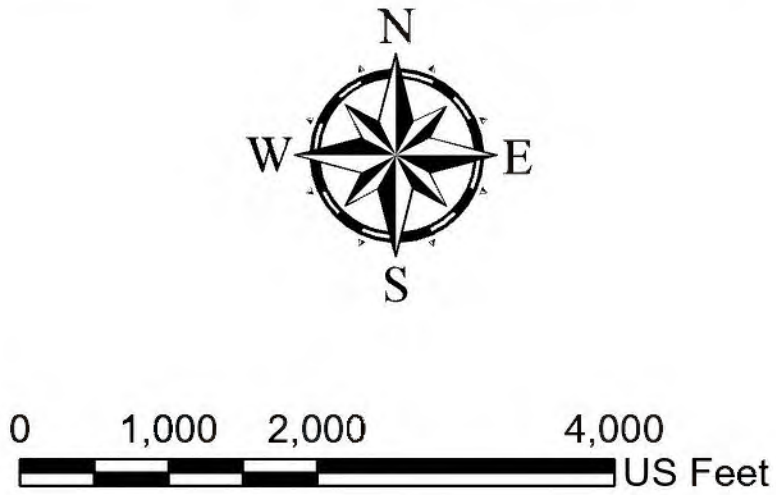
City of Starbase, TX

Approved October 15, 2025
Ordinance No. 2025-10-15-F02-OR

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: October 15, 2025

ITEM: Creating a Natural Resources Committee

SUMMARY

The City Commission has recently approved several actions that will help to protect the natural resources in area in and around the City of Starbase. These actions require that a local committee be established to ensure that these actions are fully implemented.

BACKGROUND

Over the past several months the City Commission has approved the Rockhands Mitigation Bank and the restoration of Boca Chica Beach. These actions will not only protect valuable natural resources but provide additional benefits to the community in terms of storm protection and improved quality of life. An advisory committee is needed to ensure that these actions are fully implemented and to keep the City Commission appraised of their progress.

The attached resolution includes the establishment of the Natural Resources Committee made up of five members to be appointed by the City Commission for two-year terms. As outlined in Section 2d of the resolution, the Committee will “confer and make recommendations to the City Commission and City staff related to such plans and programs for the effective maintenance, oversight and restoration of Boca Chica Beach and the Rockhands Mitigation Bank.”

STAFF RECOMMENDATIONS

It is recommended that the attached resolution establishing a Natural Resources Committee be approved.

Suggested Motion: “motion to approve the resolution creating a Natural Resources Committee”

ATTACHMENTS

Resolution Creating a Natural Resources Committee

CITY OF STARBASE, TEXAS

RESOLUTION NO. 2025-10-15-F03-RE

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STARBASE, TEXAS CREATING A NATURAL RESOURCES COMMITTEE RESPONSIBLE FOR THE MAINTENANCE, OVERSIGHT AND RESTORATION OF NATURAL RESOURCES WITHIN AND ADJACENT TO CITY JURISDICTION; PROVIDING CUMULATIVE, SEVERABILITY AND SAVINGS CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Starbase, Texas (the “City”), recognizes the substantial value of the natural resources within and adjacent to its city limits and extraterritorial jurisdiction to the environment, its residents, and the general public; and

WHEREAS, Boca Chica beach lies within the City limits and extraterritorial jurisdiction, and is not only a place of public recreation, but also serves to mitigate storm damage loss to public and private property; and

WHEREAS, other natural resources lie within and adjacent to the City’s jurisdiction, including, but not limited to, wetlands and other aquatic resources within the Laguna Madre estuarine system, which is one of only five hypersaline lagoon systems in the world; and

WHEREAS, the City Commission of the City of Starbase, Texas (the “City Commission”) has determined it is appropriate to establish a Natural Resources Committee (the “Committee”), comprised of Starbase residents with subject matter expertise; and

WHEREAS, the Committee shall advise the City Commission and city staff on actions needed to restore and maintain Boca Chica Beach and the coastal dunes in accordance with the City’s Dune Protection and Beach Access Plan; and

WHEREAS, the City has a duty to protect the public health, safety and welfare, and seeks to ensure the conservation of natural resources inside and outside City jurisdiction by acting as the holder of conservation easements, including monitoring and defending for encroachments or other violations and other long-term land stewardship duties, along with other conservation initiatives that may arise, with the advice and guidance of the Committee; and

WHEREAS, as part of the City’s conservation initiative, on August 20, 2025, the City Commission authorized the issuance of a letter of intent stating that the City will serve as the conservation easement holder for a proposed wetlands mitigation bank; and

WHEREAS, the City Commission envisions this Natural Resources Committee to be purely advisory in nature and does not control or supervise City business or policy; and

WHEREAS, the City Commission finds that the creation of the Natural Resources Committee is in the best interests of the City and citizens of Starbase, and in the public health, safety and welfare.

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

SECTION 1. The findings set forth above are incorporated into the body of this Resolution as if fully set forth herein and found to be true.

SECTION 2. The City resolves and hereby creates a Natural Resources Committee to be governed by the following parameters:

A. Creation, Composition, and Purpose

- (a) There is created a Natural Resources Committee for the City.
- (b) The Committee shall be composed of five (5) members, and all members shall be residents of the City of Starbase. The Mayor and City Administrator shall serve as ex officio members of the Committee.
- (c) The Committee's purpose is to advise the City Commission on all matters relative to Boca Chica Beach and conservation of natural resources, including but not limited to, the maintenance of Boca Chica Beach, restoration of its coastal dunes and erosion control, and act as the holder of conservation easements, including monitoring and defending for encroachments or other violations and other long-term land stewardship duties. The Committee may investigate and advise the City Commission or city staff on any matter as assigned by the City Commission, Mayor or City Administrator.

B. Terms and Appointment of Members

- (a) All members shall be appointed by the City Commission.
- (b) Members of the Committee shall serve two (2) year terms and shall continue to serve until their successors have been appointed, except that the initial Committee members' service appointments shall be two (2) members for two (2) year terms and one (1) member for a one (1) year term.

C. Meetings.

- (a) Meetings of the Committee shall be set by any two members or upon the request of the Mayor or City Administrator.

D. Duties

- (a) The Committee shall confer with and make recommendations to the City Commission and/or City staff relating to such plans and programs for the effective maintenance, oversight and restoration of Boca Chica Beach, and other conservation initiatives including, but not limited to, any plans and programs

necessary for the City to fulfill its duties as a conservation easement holder, such as monitoring and defending for encroachments or other violations and other long-term land stewardship duties.

E. No Authority to Expend City Funds or to Order Work Done

- (a) The Committee shall have no authority to expend City funds, nor to order any work done on its own authority. The Committee is an advisory body with no final decision-making authority. The Committee has no authority to control or supervise City business or policy.

SECTION 3. This Resolution shall be cumulative of all provisions of resolutions of the City of Starbase, Texas, except where the provisions of this Resolution are in direct conflict with the provisions of such resolutions, in which event the conflicting provisions of such resolutions are hereby repealed.

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

SECTION 5. Starbase's Code of Ordinances shall remain in full force and effect and is not in any way altered, amended, superseded, or changed by this Resolution.

SECTION 6. It is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public as required by law, and that public notice of the time, place, and purpose of said meeting was given, all as required by Article 551.041, Texas Government Code.

SECTION 7. This Resolution shall be in full force and effect from and after its passage.

[Remainder of page intentionally left blank]

PASSED AND APPROVED BY the City Commission of the City of Starbase, Texas, on this the 15th day of October 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: October 15, 2025

ITEM: Appointment of Members-Natural Resources Committee

SUMMARY

If the resolution that establishes the Natural Resources Committee is approved by the City Commission, the initial five members of the Committee need to be appointed.

BACKGROUND

It is important that the Committee members have knowledge and experience with the protection of natural resources such as wetlands and public beaches. It is also important that the members know the specific requirements of the Rockhands Mitigation Bank and the Government Land Office (GLO) requirements for dune protection and preservation of Boca Chica Beach. The members recommended below have this knowledge and experience and will play an important role in the city's future efforts to protect our valuable natural resources.

STAFF RECOMMENDATIONS

It is recommended that Brandon Conroy, Anthony Greco, Sheila McCorkle, Kevin Bagnall and Matt Tuckness be appointed to this Committee.

Suggested Motion: "make a motion to appoint Brandon Conroy, Anthony Greco, Sheila McCorkle, Kevin Bagnall and Matt Tuckness to appointed to the City's Natural Resources Committee."

ATTACHMENTS

None

S T A R B A S E

CITY COMMISSION AGENDA MEMO

TO: Mayor and City Commission

FROM: City Administrator

MEETING DATE: October 15, 2025

ITEM: Starbase Advisory Committee

SUMMARY

The name of the Long-Range Planning and Development Committee is proposed to be changed to the Starbase Advisory Committee and the membership increased from 3 to 5 members. Also, the overall purpose of the Committee needs to be better defined.

BACKGROUND

Last May the Commission approved the establishment and appointment of a 3-member resident committee called the Long-Range Planning and Development Committee. Over the past several months we have found that we need to add to the membership of the committee to provide additional input from our residents, and we need to better describe the purpose of the committee. In addition, the initial name of the committee is somewhat confusing, so we are proposing a simpler committee name.

STAFF RECOMMENDATIONS

It is recommended that the City Commission approve changes to the Long-Range Planning and Development Committee.

Suggested Motion: “move to approve the attached resolution changing the name, purpose and size of the Long-Range Planning and Development Committee.”

ATTACHMENTS

Resolution Making Revisions to the Long-Range Planning and Development Committee.

CITY OF STARBASE, TEXAS

RESOLUTION NO. 2025-10-15-0F5-RE

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STARBASE, TEXAS AMENDING RESOLUTION NO. 2025-05-29-005-RE CHANGING THE NAME OF THE LONG-TERM DEVELOPMENT PLANNING COMMITTEE TO STARBASE ADVISORY COMMITTEE, EXPANDING THE COMMITTEE TO FIVE MEMBERS, AND DEFINING THE COMMITTEE’S SCOPE AND DUTIES; DISCLAIMING THAT THIS COMMITTEE POSSESSES ANY POWERS OF A ZONING COMMISSION UNDER CHAPTER 211 OF THE TEXAS LOCAL GOVERNMENT CODE; PROVIDING CUMULATIVE, SEVERABILITY AND SAVINGS CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Starbase, Texas (the “City”), recognized the substantial benefits from public input regarding the City’s long-term planning for development of the City, its extraterritorial jurisdiction as may be warranted, and the construction of infrastructure and other elements serving the City and its residents, and thereby the City Commission of the City of Starbase, Texas (the “City Commission”) on May 29, 2025, created the Long-Term Development Planning Committee by adopting Resolution 2025-05-29-005-RE; and

WHEREAS, the City Commission desires to change the name of the committee from “Long-Term Development Planning Committee” to “Starbase Advisory Committee” (the “Committee”), expand the Committee to five members, and define the Committee’s scope and duties; and

WHEREAS, this Starbase Advisory Committee is not established as a zoning commission as envisioned by Texas Local Government Code Chapter 211, is not to serve in such capacity, and will not review or make recommendations to the City Commission regarding specific zoning or rezoning applications or amendments to the zoning ordinance of the City, but may communicate general comments to the City about how the City’s zoning ordinance functions and how that ordinance impacts City residents; and

WHEREAS, the City Commission has determined it is appropriate to task the Committee comprised of City residents to make recommendations to the City Commission regarding development of land within the City, the infrastructure and services required to serve the City, its residents and local businesses, and to communicate other long-term goals that the residents of Starbase may see as providing public benefit to the community in the near or distant future.

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

SECTION 1. The findings set forth above are incorporated into the body of this Resolution as if fully set forth herein and found to be true.

SECTION 2. After due deliberation and consideration, the City Commission has concluded that the adoption of this Resolution is in the best interests of the City, and of the public health, safety, and welfare.

SECTION 3. Section 3 of Resolution 2025-05-29-O05-RE is hereby amended as follows:

The Starbase Advisory Committee shall be governed by the following parameters:

A. Creation, Composition, and Purpose

- (a) There is created a Starbase Advisory Committee for the City.
- (b) The Committee shall be composed of five (5) members, and all members shall be residents of the City of Starbase. The City Administrator shall serve as ex officio member of the Committee.
- (c) The Committee's purpose is to advise the City Commission on the views of City residents with regard to the long-term development and needs of the City and its residents. These recommendations may include general comments on how property should be developed, what infrastructure is needed, how parks and open spaces should be developed, expansion or reduction of City operations, facilities and services, and other matters as may arise. The Committee may investigate and advise the Commission on any matter as assigned by the Commission, Mayor or City Administrator.

B. Terms and Appointment of Members

- (a) All members shall be appointed by the City Commission.
- (b) Members of the Committee shall serve two (2) year terms and shall continue to serve until their successors have been appointed, except that the initial Committee members' service appointments shall be two (2) members for two (2) year terms and one (1) member for a one (1) year term.

C. Meetings.

- (a) Meetings of the Committee shall be set by any two members or upon the request of the Mayor or City Administrator.

D. Duties

- (a) The Committee shall confer with and make recommendations to the City Commission and/or City staff relating to such plans and programs for the effective implementation of long-term plans, including soliciting and obtaining input from City residents and other local stakeholders.

E. No Authority to Expend City Funds or to Order Work Done

- (a) The Committee shall have no authority to expend City funds, nor to order any work done on its own authority. The Committee is an advisory body with no final decision-making authority.

SECTION 4. This Resolution shall be cumulative of all provisions of resolutions of the City of Starbase, Texas, except where the provisions of this Resolution are in direct conflict with the provisions of such resolutions, in which event the conflicting provisions of such resolutions are hereby repealed.

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

SECTION 6. Starbase's Ordinances shall remain in full force and effect and are not in any way altered, amended, superseded, or changed by this Resolution.

SECTION 7. It is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public as required by law, and that public notice of the time, place, and purpose of said meeting was given, all as required by Article 551.041, Texas Government Code.

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

SECTION 9. This Resolution shall be in full force and effect from and after its passage.

PASSED AND APPROVED BY the City Commission of the City of Starbase, Texas, on this the 15th day of October 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: October 15, 2025

ITEM: Appointment of Member-Starbase Advisory Committee

SUMMARY

If the City Commission approves a resolution that includes expanding the membership of the Starbase Advisory Committee, then two new members can be appointed.

BACKGROUND

The City Commission is considering a resolution which includes expanding the membership of the Starbase Advisory Committee from three members to five members. If approved, then two additional members can be appointed. Only one new member, Kevin Bagnall, is being recommended currently. At a future date, an additional member should be considered for appointment by the Commission.

STAFF RECOMMENDATIONS

It is recommended that the City Commission appoint Kevin Bagnall as a member of the Starbase Advisory Committee.

Suggested Motion: “move to approve the appointment of Kevin Bagnall to the Starbase Advisory Committee”

ATTACHMENTS

None

S T A R B A S E

CITY COMMISSION AGENDA MEMO

TO: Mayor and City Commission

FROM: City Administrator

MEETING DATE: October 15, 2025

ITEM: September 2025 Financial Report

SUMMARY

The financial report for September 2025 is being presented to the City Commission for review and acceptance.

BACKGROUND

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

I want to add that this is the final financial report that the Commission will be considering for the past fiscal year ending September 30. However, we are still receiving invoices for expenses incurred in September. These expenses will be included in the comprehensive financial report for the City for our initial fiscal year (May-September, 20225) that will be audited over the next several months.

STAFF RECOMMENDATIONS

It is recommended that the September 2025 financial report be accepted.

Suggested Motion: "It is moved that the attached financial report for September 2025 be accepted."

ATTACHMENTS

September 2025 Financial Statement

City of Starbase

Financial Statements

September 30, 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

September 30, 2025

Assets

Cash and cash equivalents	\$ 1,947,118
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Total assets	\$ 1,947,118
--------------	--------------

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

Liabilities

Accounts payable	\$ 198,370
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Total liabilities	198,370
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Fund balances

Unassigned	1,748,748
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Total fund balances	1,748,748
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Total liabilities, deferred inflows of resources, and fund balances	\$ 1,947,118
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*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 four months ended September 30, 2025

Revenues	
Permits and Fees	\$ 595,937
Interest income	10,373
Miscellaneous revenue	709
Total revenues	607,019
Expenditures	
Current	
General government	1,380,886
Debt service	
Bond issuance costs	31,385
Total expenditures	1,412,271
Excess (deficiency) of revenues over (under) expenditures	(805,252)
Other Financing Sources (Uses)	
Proceeds from issuance of debt	2,554,000
Net other financing sources (uses)	2,554,000
Net change in fund balances	1,748,748
Fund balances, beginning of year	-
Fund balances, end of year	\$ 1,748,748

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 four months ended September 30, 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	595,937	90,218
Interest income	2,000	2,000	10,373	8,373
Miscellaneous revenue	10,000	10,000	709	(9,291)
Total revenues	519,719	519,719	607,019	87,300
Expenditures				
Current				
General government	1,057,140	1,057,140	1,380,886	(323,746)
Public safety	884,000	884,000	-	884,000
Debt service				
Bond issuance costs	-	-	31,385	(31,385)
Total expenditures	1,941,140	1,941,140	1,412,271	528,869
Excess of revenues over expenditures	(1,421,421)	(1,421,421)	(805,252)	616,169
Other Financing Sources				
Proceeds from issuance of debt	1,500,000	1,500,000	2,554,000	(1,054,000)
Total other financing sources	1,500,000	1,500,000	2,554,000	(1,054,000)
Net change in fund balance	78,579	78,579	1,748,748	(437,831)
Fund balance, beginning of the year	-	-	-	-
Fund balance, end of year	\$ 78,579	\$ 78,579	\$ 1,748,748	\$ (437,831)

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

S T A R B A S E

CITY COMMISSION AGENDA MEMO

TO: Mayor and City Commission

FROM: City Administrator

MEETING DATE: October 15, 2025

ITEM: Agreement with Volunteer Fire Department for Fire Protection Services

SUMMARY

A local volunteer fire department has recently been established. The city should enter into agreement with this department to provide fire services within the Starbase City Limits

BACKGROUND

Over the past several months employees of SpaceX have organized a volunteer fire department to respond to calls within the Starbase City Limits. The city has budgeted \$60,000 this year to help support their efforts. A formal agreement between the City and the Volunteer Fire Department is needed that outlines the services that will be provided.

STAFF RECOMMENDATION

It is recommended that the agreement between the city and the Starbase Volunteer Fire Department be approved

Suggested Motion: “approve a motion to approve the fire services agreement between the City of Starbase and the Starbase Volunteer Fire Department.”

ATTACHMENTS

Agreement Between the City and Volunteer Fire Department

AGREEMENT FOR FIRE PROTECTION SERVICES BETWEEN CITY OF STARBASE, TEXAS AND THE STARBASE VOLUNTEER FIRE DEPARTMENT

This Agreement for Fire Services ("Agreement") is entered by and between the City of Starbase, Texas, a municipal corporation, and the Starbase Volunteer Fire Department ("STARBASE VFD" or "Department"), a non-profit corporation duly incorporated under the Texas Non-Profit Corporation Act, situated in the City of Starbase, Cameron County, Texas pursuant to Section 342 of the Texas Local Government Code; and

Whereas, the City of Starbase and Starbase VFD represent that each is independently authorized to perform the functions contemplated by this agreement; and

Whereas, the City currently has a need for fire protection for the residents who live in the City; and

Whereas, each party has sufficient funds available from current revenues to perform the functions contemplated by this agreement and this agreement is conditioned upon appropriation of sufficient revenue by the City of Starbase for payment of the consideration named herein for the City fiscal year named; and

Now, therefore, in consideration of the recitals, mutual benefits and promises each to the other made herein, the Parties hereby agree as follows:

Public Purpose

The purpose of this contract is to provide municipal services, including public fire protection services within the City of Starbase, Texas for the protection of the health, safety and welfare of the citizens of Starbase. The fire protection services shall include but not limited to fire prevention and fire-fighting services ("Fire Protection Services"), other services such as emergency medical services and arson investigation shall be provided pursuant to separate agreements in place with the City of Brownsville, Cameron County, Texas, Cameron County Emergency Services District, Cameron County Emergency Communication District, including but not limited to a Memorandum of Understanding and Mutual Aid Agreement for dispatch, fire suppression, technical rescue response.

Starbase VFD Obligations

The STARBASE VFD, as part of this agreement, and condition of the payment by the City of Starbase any and all sums called for under this agreement, agree that:

(A) STARBASE VFD will provide Fire Protection Services for all persons and property within the city limits of Starbase, Texas.

(B) STARBASE VFD shall use reasonable diligence and effort to provide the Fire Protection Services it has contracted to provide by this contract and to provide immediate and direct supervision of the STARBASE VFD members, volunteers, employees, agents,

contractors, sub-contractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this agreement.

(C) STARBASE VFD agrees to cause its members and personnel to provide fire protection services in performance of this agreement, when performing said services, to conduct themselves in a professional manner and to comply with all applicable laws, regulations and standards.

(D) The Department agrees to maintain all equipment necessary for the performance of this agreement in good repair. Radio communications will be conducted in accordance with any rules, procedures or directives of the Cameron County Sheriff and/or Cameron County Fire Marshal and/or the Cameron County Emergency Management Coordinator, or any other County agencies that have agreements with the City of Starbase.

(E) The STARBASE VFD shall cooperate and coordinate with the City of Starbase Fire Marshall, and the Cameron County Fire Marshal pursuant to the provisions of the Local Government Code, Chapter 352. The Department also agrees to cooperate with all agencies names in any mutual aid agreement Starbase or the Department are parties to.

(F) Upon request from the City of Starbase, the Starbase VFD shall:

- a. Help coordinate response, or prioritization of assets, during a locally declared disaster;
- b. Respond to reasonable data requests relevant to services provided under this agreement;
- c. Upon notice, participate in the after action Reviews of emergency incidents involving a response by the Starbase VFD.
- d. Provide current contact information for the Chief and Assistant Chief of the Starbase VFD, to include active email addresses and telephone contact information, for use by the City.

(G) The Starbase VFD warrants that in carrying out the terms of this agreement, no person under the age of eighteen will be utilized in the performance of the services to be provided under this agreement.

(H) The Starbase VFD agrees to provide the City of Starbase with a monthly report of response calls, and service for informational purpose only.

(I) The Starbase VFD shall cooperate with the City in maintaining the lowest possible fire insurance classification for the property within the city limits.

(J) STARBASE VFD AGREES TO SAVE, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, INCLUDING REASONABLE ATTORNEY'S FEES, FOR INJURY TO OR DEATH TO ANY PERSON, OR FOR DAMAGES TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THE SERVICES PROVIDED UNDER THIS AGREEMENT.

(K) Starbase VFD agrees to keep and maintain such insurance policies as may be necessary to cover all obligations assumed under this Insurance and Indemnification provision of this Agreement, insuring liability for injury or death of third parties, extended to include personal injury liability coverage, and for damage to property of third parties, with the following limits for each occurrence:

Injury or Death: \$1,000,000.00

Property Damage: \$1,000,000.00

Starbase VFD shall have the City added as an additional insured to the foregoing insurance policies and shall, on request, provide certificates of insurance to the City.

Starbase VFD waives subrogation rights for loss or damages to the extent they are covered by insurance. Insurers shall have no right of recovery or subrogation against the City, it being the intention that the insurance policies shall protect all parties to this Agreement and be the primary coverage for all losses covered by the policies. The insurance companies shall have no recourse against the City for payment of premiums or assessments for deductibles. The failure of the City to approve, disapprove or act regarding insurance supplied by Starbase VFD shall not relieve Starbase VFD of full responsibility or liability for damage. The failure to maintain insurance as required herein shall constitute a Major Breach.

(L) At least ninety (90) days before the end of the City's fiscal year, the Starbase VFD shall submit an annual proposed budget to the City which includes estimated revenues, and proposed expenditures for the ensuing year.

Consideration

During the term of this Agreement Starbase VFD shall provide the City with the services required by this Agreement. For the services provided, the City of Starbase shall provide payment to the STARBASE VFD as follows:

- (1) The total sum of sixty thousand and 00/100 Dollars (\$60,000.00) to be paid annually by the city to the Starbase VFD. All sums to be paid pursuant to the terms of this agreement by the City shall be made from current revenues available to the City of Starbase. It is acknowledged that Starbase VFD may have other sources of funds with which to assist in the financing its operations. The first payment shall be made upon the effective date of this Agreement, and subsequent annual payments will be made on October first of each year of the term, or renewal of this Agreement.
- (2) Payments made pursuant to this Agreement shall be used by Starbase VFD exclusively for fulfilling the requirements of this Agreement and providing and enhancing Starbase VFD services under this Agreement and no other purposes. Any unauthorized use of payments shall constitute a Major Breach (as defined herein) of this Agreement. Starbase VFD shall not

charge any resident or property owner within the corporate limits of the City for any services provided by Starbase VFD under this agreement.

Effective Date, Term, and Renewal

The effective date of this agreement shall be October ____, 2025, or the date both parties have signed the Agreement within the 2025-2026 fiscal year, whichever is the later, and this agreement shall expire at midnight on September 30, 2026.

Accordingly, this Agreement shall renew in three (3) years. It is agreed that continuation of fire protection services between the City of Starbase and Starbase VFD must be by execution of a new contract for on or before October 1, 2028.

At the City's option and discretion, this Agreement may be extended on a month-to-month basis for up to but not exceeding an additional twelve (12) months beyond October 1, 2028. Any and all such extensions must be approved by the City Commission by resolution and more than one (1) month – but less than thirteen (13) months – may be approved in the same resolution.

Authority to Contract

Each party has the full power and authority to enter into and perform this agreement and the person signing this agreement on behalf of each party has been properly authorized and empowered to enter into this agreement.

- A. Department represents that it possesses the practical ability and legal authority to enter into this Contract, receive and manage the funds authorized by this Contract, and to perform the services Department is obligated to perform hereunder.
- B. The persons signing this contract on behalf of the Department warrants that he/she has been duly authorized by Department to execute this Contract on behalf of the Department and to bind Department to all terms herein set forth.
- C. The City warrants through the persons signing this Contract on behalf of the City that he/she has been duly authorized by the City to execute this Contract on behalf of the City and to bind the City to all terms herein set forth.

Changes and Amendments

Except as otherwise specifically provided, any changes in the terms of this Contract shall be made by an amendment in writing and signed by both parties. Signature for the City shall be the Mayor and City Administrator, and for the Department, the Fire Chief.

Conflict of Interest/Nepotism

Department represents to the City that neither it nor any member of its governing body presently has, or shall acquire, any interest, direct or indirect, which would conflict in any manner or degree with the proper performances of this Contract. No person having such interest shall be employed by Department or shall be a member of Department's governing body.

Compliance with Law

Department shall comply with all regulations applicable to volunteer fire departments and perform within all federal, state and local laws and regulations applicable to this Contract. In the event of a conflict between such laws and regulations and the terms of this Contract, precedence shall be given to the laws and regulations.

Breach and Remedies

The existence of a Major Breach by the Starbase VFD, whether or not public safety and health is endangered, shall entitle City, upon written request by City to the Department to (1) terminate this Agreement and/or (2) exercise any other right or remedy available to City at law or equity. Nothing in this section shall operate to limit the City's remedies under law or equity, including those rights and remedies contained elsewhere in this Contract.

For the purposes of this Agreement "Major Breach" means: (a.) Failure of Starbase VFD to maintain and remain in material compliance with the requirements of applicable federal, state and local laws, rules and regulations affecting the provision of services under this Agreement; (b.) Material failure to provide correct and accurate data or falsification of data supplied during the course of all operations under this Agreement; (c.) Failure of Starbase VFD to cure a Minor Breach within fifteen (15) days after written notice from the City to Starbase VFD; and (d.) Any action or inaction identified elsewhere in this Agreement as a Major Breach.

Termination

Either party may terminate this Agreement without cause by providing the other party a minimum of ninety (90) days' written notice.

Independent Contractor

It is understood and agreed that Department is an independent contractor. Department agrees to hold the City harmless and indemnify it against any disallowed costs or any other claims which may be asserted by any third party occurring in connection with the services to be performed by Department under this contract. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or any other third party to create the relationship of principal and agent, partnership, joint venture or any other association whatsoever between the parties. It is understood and agreed by the parties that Starbase VFD is

providing services to City as an independent contractor. Starbase VFD is not and shall not be construed to be a division or agency of the City. The City does not and will not accept or assume any liability or obligation incurred by or on behalf of Starbase VFD. At no time will any employee or representative of Starbase VFD be considered an agent or employee of the City or represent himself or herself as such.

Miscellaneous

- A. By entering into this Agreement, neither party waives any immunity or defense that would otherwise be available to it against any claims, including those arising in the exercise of governmental powers and functions, all of which is expressly reserved.
- B. This Agreement shall extend to and be binding upon the parties and their respective successors and assigns; provided, however, that this Agreement may not be assigned without the written consent of both parties.
- C. It is the intent and agreement of the parties to this Agreement that all legal provisions of law required to be inserted herein, shall be and are inserted herein. If through mistake or oversight, however, any such provision is not herein inserted or is not inserted in proper form, then upon application of either party, the Agreement shall be amended so as to strictly comply with the law and without prejudice to the rights of either party hereunder.
- D. If any of the provisions of this Agreement are declared invalid for any reason, the invalidation shall not affect the other provisions of this Agreement that can be given effect without the invalid provision. The provisions of this Agreement are severable.
- E. During the performance of this Agreement, Starbase VFD agrees that it shall not unlawfully discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- F. The titles and headings contained in this Agreement and the subject organization are used only to facilitate reference, and in no way define or limit the scope or intent of any of the provisions of this Agreement.
- G. Both parties have participated fully in the review and preparation of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement.
- H. This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter unless specifically described herein.

Rights and Remedies Not Waived

Starbase VFD contracts and guarantees that the services required herein shall be completed without further consideration than that provided for in this Agreement; and that the acceptance of services herein and the consideration therefore shall not be held to prevent maintenance of an action for failure to perform such work in accordance with this Agreement. In no event shall any action by City constitute or be construed to be a waiver by City of any breach or default and shall in no way impair or prejudice any right or remedy available to City with respect to such breach or default.

It is further agreed that no right or remedy granted herein or reserved to the City is exclusive of any right or remedy at law or equity otherwise available to City; but each shall be cumulative of every right or remedy given hereunder.

No covenant or condition of this Agreement may be waived without consent of City. Forbearance or indulgence by the City shall not constitute a waiver of any covenant or condition to be performed pursuant to this Agreement.

Notices

All notices required or contemplated by this Agreement (or otherwise given in connection with this Agreement) shall be in writing, shall be signed by or on behalf of the person or entity giving the notice, and shall be effective as follows: (a) on or after the third (3rd) business day after being deposited with the United States mail service, certified mail, return receipt requested; (b) on the day delivered by private courier, private delivery or private messenger service (including overnight mail services such as FedEx or UPS) as evidenced by a receipt signed by any person at the delivery address (whether or not such person is the person to whom the notice is addressed); or (c) otherwise on the day actually received by the person to whom the notice is addressed, including, but not limited to, delivery in person and delivery by regular mail. Notices given pursuant to this section shall be addressed as follows:

To the City: Attn: City Administrator
 City of Starbase, Texas
 39046 LBJ Blvd., Unit 02
 Starbase, Texas 78521

To the Starbase VFD: Fire Chief
 Starbase Volunteer Fire Department
 1 Rocket Road
 Starbase, Texas 78521

GOVERNING LAW/VENUE

This agreement shall be interpreted in accordance with the laws of the State of Texas and Cameron County is the venue for any action regarding this agreement.

ENTIRE AGREEMENT This agreement represents the entire agreement of the Parties and supersedes any verbal or written representations of, to or by the Parties to each other.

Executed this ____ day of October 2025

Mayor of Starbase, Texas

Printed Name

Executed his _____ day of October 2025

Chief, Starbase Volunteer Fire Department

Printed Name