

City of Starbase
Notice of City Commission Meeting
39046 L B J Boulevard
Starbase, TX 78521
Thursday, January 8, 2026
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
Thursday, January 8, 2026

A. Call to Order and Quorum Determination

B. Pledge of Allegiance

C. Public Comment on All Agenda Items – *comments limited to two minutes per individual, as set forth above.*

D. Regular Session

1. Discussion and action on a Resolution accepting the resignation of City Commissioner Jenna Petrzekla and appointing a qualified individual to fill the vacancy and serve as City Commissioner until the May 3, 2026 general election date.
2. Administer the Oath of Office to the newly appointed Commissioner.

E. Consent Agenda

1. Action regarding the meeting minutes for the November 19, 2025, City Commission meeting.
2. Ordinance calling the May 2, 2026 General Election for the places of Mayor and two City Commissioners.
3. Action on an agreement with Carr Riggs & Ingram for the provision of accounting and bookkeeping services and preparation of financial statements.

F. Regular Session

1. Discussion and action on an ordinance implementing an order of the Space Commission; and delegating authority to the Mayor to temporarily close: (1) a highway as defined by Tex. Transp. Code § 221.001, (2) a venue as defined by Tex. Local Gov't Code § 334.001, or (3) an area specified by Tex. Nat. Res. Code § 33.203(11).
2. Discussion and action on an ordinance abandoning Joanna Street, a public street, and authorizing the city administrator to execute related documents.
3. Presentation on the November 2025 Financial Report summarizing financial transactions through November 30, 2025.
4. Receive a presentation from Burton, McCumber & Longoria, LLP regarding the Starbase Municipal Audit for the fiscal year ending September 30, 2025.
5. Receive a presentation regarding a proposed Starbase Public Library.

G. Commission/City Administrator Update

1. Items of Community Interest: *Pursuant To Texas Government Code Section 551.0415 The Mayor, Commission And City Administrator 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 November / December 2025
 - b. May 2, 2026 General Election
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. Agreement regarding law enforcement consulting services; and
 - b. Agreement regarding assistant city administrator services.
2. **Section 551.074:** discuss the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee: assistant city administrator.

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. Regular Session

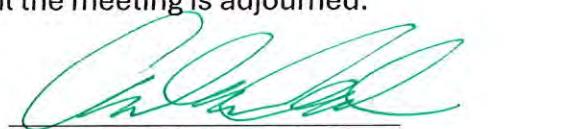
1. Discussion and action to appoint an assistant city administrator and authorize the city administrator to execute a contract regarding same.

K. Adjourn

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

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

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



Caroline Cole, City Clerk
Date: 18 Dec 2025

STARBASE

CITY COMMISSION AGENDA MEMO

TO: Mayor and City Commission

FROM: City Administrator

MEETING DATE: January 8, 2026

ITEM: Appointment of City Commission Member

SUMMARY

The city recently received a resignation letter from City Commissioner Jenna Petrzekla due to travel plans for 2026. Her position needs to be filled for the remainder of her term (May 2026) so that the Commission can continue to meet the quorum requirements for the monthly meetings.

BACKGROUND

City Commission member Jenna Petrzekla submitted her letter of resignation due to increased travel plans for 2026. One of our residents, Lois Wallace, has volunteered to serve the remainder of Jenna's term on the City Commission. Lois has been active in the community and is currently leading the effort to establish a new public library. Attached is a copy of her resume. If the remaining Commission members vote in favor of her appointment, then the attached oath of office needs to be administered to her so that she can participate in the January 8 meeting.

STAFF RECOMMENDATIONS

It is recommended that the City Commission consider the appointment of Lois Wallace to the City Commission to serve until May 2026.

Suggested Motion: "move to approve the appointment of Lois Wallace to fill the unexpired term on the City of Starbase City Commission."

ATTACHMENTS

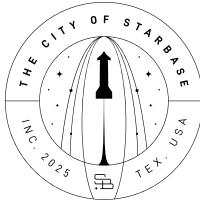
Letter of Resignation-Jenna Petrzekla

Resume-Lois Wallace

Oath of Office

STARBASE

December 16, 2025



Mayor Bobby Peden

39046 LBJ Blvd Unit 2

Starbase, TX 78521

Re: Commission Resignation

Mayor Peden,

I regret to inform you that I am resigning from my role as Commissioner of Starbase, effective 12/29/25. It has been an absolute privilege to represent Starbase the past several months. The reason for my resignation is that I will be focusing on my family in the early months of 2026 and will not be able to fulfill my responsibilities as Commissioner during that time.

Thank you,

Jenna

Clinical Development leader with global trial oversight and strategic ownership across many therapeutic areas. Experienced in shaping clinical strategy, leading cross-functional teams, and guiding programs through regulatory, scientific, and operational complexity. Proven track record delivering high-quality Phase I–IV studies and driving program success.

Core Competencies:

- Clinical Strategy
- Protocol & IB Authorship
- Regulatory Submissions
- Monitoring Support
- Cross-Functional Leadership
- Vendor Oversight
- Global Trial Operations
- KOL Engagement
- Risk & Safety Management
- Budget Ownership
- Phase I–IV Studies

Professional Experience:

Manager, Clinical Development

Sept 2022- Present

BTG Speciality Pharmaceuticals (SERB), remote from Starbase, TX

- Lead clinical program management & strategy across a portfolio of biologics.
- Collaboration with C-suite, commercial, pre-clinical, pharmacovigilance, legal, and regulatory teams to manage clinical programs.
- Authorship and scientific oversight of protocol, informed consent, plans, IBs, PSURs, et al.
- CRO selection, management, and oversight.
- Consultant/contractor management and internal onboarding and mentorship.
- Regulatory dossier preparation and submission (FDA, MHRA, EMA).
- Quality oversight to ensure ICH GCP, GDPR, HIPAA, Title 21 CRF compliance.
- Study budget management (\$24M+), budget planning (5-year projections).
- Global KOL engagement. Site selection and management (100+ sites).
- Company clinicaltrials.gov SME.
- Championed internal visibility and quality: author/owner of 14 SOPs, creator of internal webpage.
- Therapeutic areas: oncology, rare and ultrarare disease, cardiology, neurology/neurosurgery, nephrology, trauma surgery, and emergency medicine.
- Countries: USA, Spain, France, UK, Germany, Italy, Denmark.

Clinical Project Manager - contract

Apr 2022-Sept 2022

AbbVie, remote from Starbase, TX

- Management of global clinical trials: 50+ sites
- Focus on clinical trial supply and distribution.
- Therapeutic areas: oncology, neurology, and aesthetics.
- Countries: USA, Australia, New Zealand, Japan.

Clinical Research Project Coordinator: Genomics

Sept 2019- Apr 2022

Cook Children's Medical Center, Fort Worth, TX

- Design, management, and conduct of investigator-initiated studies and Expanded Access Programs.
- Database design, build, and management using REDCap.
- Data collection, cleaning, coding and statistical analysis using SPSS.
- IRB submissions (initial, continuing review, and closeout) and meeting defense.
- Led EMR-integrated pharmacogenomics initiative, including P&T committee approval, legal review, and multi-department coordination.

- Medical writing: protocol, ICF, grant applications, publications.
- Mentorship of pharmacy residents undergoing research rotations and new hires.
- SOP, Process Improvement, and Visibility & Awareness committee member.
- Therapeutic areas: pediatric genomics, genetics, neurology/neurosurgery, PICU, NICU, cardiology, immunology, oncology and psychology.
- Countries: USA, Spain.

Emergency Medicine Scribe

Sept 2018- May 2019

CHI St. Joseph's ER, College Station, TX

- In-room medical charting for ED providers in a fast-paced, level 2 trauma center.
- Documentation of history, differential diagnoses, review of system, medications, procedures, codes, and discharge instructions on over 1,500 patients in less than one year.

Research Assistant: Neurological Therapeutics

Jan 2016- Jan 2018

Texas A&M Health Science Center, Bryan, TX

- Preclinical trials of a microRNA stroke therapeutic. American Heart Association-funded.
- Western Blot and immunohistochemistry assays, surgery assistance, tissue extraction.
- Tissue preservation protocols, preparation of reagents, and collection/management of data. Management of all tissue cryosectioning.

Education:

MS, Microbiology & Cell Science- University of Florida, Emphasis on Medical Biochemistry

BS, Genetics- Texas A&M University

Software and Certifications

<ul style="list-style-type: none">• Good Clinical Practice Certified• CITI Biomedical Investigation Certified• CITI Social and Behavioral Research Certified• Microsoft suite expert• SOCRA Society Member	<ul style="list-style-type: none">• EPIC, Athena, PICIS electronic medical records systems• REDCap, Nukleus, Medidata study databases• SPSS statistical software, Benchling, Jalview, NCBI suite genomics software
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Personal and Philanthropic:

<ul style="list-style-type: none">• Founder: Starbase Book Exchange• Mentor: Texas A&M Alumni Network	<ul style="list-style-type: none">• President, VP, Chair: W.H.O.O.P. Service Organization (Texas A&M)
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Form 2201 - Statement of Officer (General Information)

The attached form is designed to meet minimal constitutional filing requirements pursuant to the relevant provisions. *This form and the information provided are not substitutes for the advice and services of an attorney.*

Execution and Delivery Instructions

A Statement of Officer required to be filed with the Office of the Secretary of State is considered filed once it has been received by this office.

Mail: P.O. Box 12887, Austin, Texas 78711-2887.

Overnight mail or hand deliveries: James Earl Rudder Officer Building, 1019 Brazos, Austin, Texas 78701.

Fax: (512) 463-5569.

Email: Scanned copies of the executed Statement may be sent to register@sos.texas.gov

NOTE: The Statement of Officer form, commonly referred to as the “Anti-Bribery Statement,” must be executed and filed with the Office of the Secretary of State before taking the Oath of Office (Form 2204).

Commentary

Article XVI, section 1 of the Texas Constitution requires all elected or appointed state and local officers to take the official oath of office found in section 1(a) and to subscribe to the anti-bribery statement found in section 1(b) before entering upon the duties of their offices.

Elected and appointed state-level officers required to file the anti-bribery statement with the Office of the Secretary of State include members of the Legislature, the Secretary of State, and all other officers whose jurisdiction is coextensive with the boundaries of the state or who immediately belong to one of the three branches of state government. Questions about whether a particular officer is a state-level officer may be resolved by consulting relevant statutes, constitutional provisions, judicial decisions, and attorney general opinions. For more information, see Op. Tex. Att'y Gen. No. JC-0575 (2002) (determining the meaning of “state officer” as it is used in Article XVI).

Effective September 1, 2017, Senate Bill 1329, which was enacted by the 85th Legislature, Regular Session, amended chapter 602 of the Government Code to require the following judicial officers and judicial appointees to file their oath and statement of officer with the secretary of state:

Officers appointed by the supreme court, the court of criminal appeals, or the State Bar of Texas; and
Associate judges appointed under Subchapter B or C, Chapter 201, Family Code.

Local officers must retain the signed anti-bribery statement with the official records of the office. *As a general rule, city and county officials do not file their oath of office with the Secretary of State—these officials file at the local level. The Legislature amended the Texas Constitution, Article 16, Section 1, in November 2001 to no longer require local level elected officials to file with our office.* **The Office of the Secretary of State does NOT file Statements or Oaths from the following persons:** Assistant District Attorneys; City Officials, including City Clerks, City Council Members, Municipal Judges, Justices of the Peace, and Police/Peace Officers; Zoning/Planning Commission Members; County Officials, including County Clerks, County Commissioners, County Judges, County Tax Assessors, and District Clerks; and Officials of Regional Entities, such as, Appraisal Review Districts, Emergency Service Districts, and School Districts (ISD's).

Questions about this form should be directed to the Government Filings Section at (512) 463-6334 or register@sos.texas.gov

Revised 05/2020

Submit to:

**SECRETARY OF STATE
Government Filings
Section P O Box 12887
Austin, TX 78711-2887
512-463-6334
512-463-5569 - Fax
Filing Fee: None**



STATEMENT OF OFFICER

Statement

I, _____, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Title of Position to Which Elected/Appointed: _____

Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: _____

Signature of Officer

**CITY OF STARBASE, TEXAS
RESOLUTION NO. 2026-1**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STARBASE, TEXAS ACCEPTING THE RESIGNATION OF CITY COMMISSIONER JENNA PETRZELKA AND APPOINTING A STARBASE RESIDENT TO SERVE AS CITY COMMISSIONER AND FILLING THE VACANCY ON THE CITY COMMISSION UNTIL THE MAY 3, 2026 GENERAL ELECTION; PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, an election was held on May 3, 2025, and the City Commission members were newly elected establishing a new governing body of the City of Starbase, Texas; and

WHEREAS City Commissioner Jenna Petzelka tendered her written and signed resignation to the Mayor of the City Commission as required by Texas Election Code and Section 22.012 of the Texas Local Government Code; and

WHEREAS the Mayor and City Commission desire to fill the vacancy by appointing a Starbase resident to serve as City Commissioner for a term to end upon the date of the city General Election on May 3, 2026.

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

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

SECTION 2. The City Commission hereby accepts the resignation of City Commissioner Jenna Petzelka and the City Commission appoints _____ to fill the vacancy on the City Commission and serve as City Commissioner for a term to end May 3, 2026.

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

PASSED AND APPROVED this the 8th day of January 2026.

CITY OF STARBASE, TEXAS

Bobby Peden, Mayor

ATTEST:

Caroline Cole, City Clerk

APPROVED AS TO FORM:

Marie Johnson, City Attorney



City of Starbase

City Commission Meeting Minutes

39046 L B J Boulevard
Starbase, TX 78521
November 19, 2025
7:00 PM

A Regular Meeting was held by the Starbase City Commission of the City of Starbase, Texas, on Wednesday, November 19, 2025 at 7:00 PM 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 Petrzekla

Commissioners absent: None

Staff Present:

City Administrator: Kent Myers
City Clerk: Caroline Cole
Assistant City Clerk: Gretchen Norton
City Attorney: Marie Johnson (via Teams Video Chat)

A. Call to Order and Quorum Determination

Mayor Peden called the meeting to order at 7:02 PM 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.

No speakers signed up to speak

D. Consent Agenda

1. Action regarding the minutes of the October 15, 2025, City Commission meeting

Kent Myers, city administrator, introduced the consent agenda which consists only of the minutes from the October meeting for consideration.

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

E. Public Hearing

1. Conduct a public hearing, discussion and action on an ordinance ordaining the City's participation in the Texas Enterprise Zone program and nominating Space Exploration Technologies Corp. for designation as an enterprise project for the Starbase Gigabay Triple Jumbo Project.

Mayor Peden began by introducing the topic of E1 then asking if there is a presentation. City Administrator Kent Myers added that there is a presentation by Damien Barrera that will cover both E1 and F1 of the agenda. Damien Barrera from SpaceX thanked the City of Starbase officials for their time and ongoing discussions regarding the Texas Enterprise Zone Program, a state-funded initiative designed to encourage job creation and investment in designated areas by refunding only the state sales tax portion on qualifying purchases, with no fiscal impact on the city. He provided an overview of SpaceX's proposed Gigabay project at Starbase, noting that the company has already invested over \$3 billion in the area, with this next phase representing an additional \$500 million commitment focused on constructing a high-volume production facility for stacking and assembling Starship vehicles. This investment, covering engineering, construction, production systems, and site infrastructure, qualifies for the program's highest "Triple Jumbo" designation.

The project is projected to create at least 500 new permanent, high-skilled jobs, a goal SpaceX has already achieved ahead of schedule by hiring 500 full-time employees between April and mid-September 2025. Entry-level roles make up the largest share of these positions, with average pay 12-20% higher than Cameron County wages and overall weekly wages nearly double the county average. Employees will receive on-site training for advancement into technical roles, and nearly 100% of the new hires are local enterprise zone residents, far exceeding the required 25%. Construction on Giga Bay began in March 2025, with the proposed enterprise zone designation starting in April 2025, operations commencing in the fourth quarter of 2026, and full operations by the end of 2026. SpaceX is requesting a five-year designation to demonstrate its long-term commitment to retaining these jobs. Torres emphasized the benefits to Starbase, including the creation of 500 high-quality jobs, economic development in the newly incorporated city, long-term infrastructure investment for the Starship program, and the channeling of state tax dollars back into the local economy—all without affecting local tax funding. He

concluded by expressing gratitude for the city's support throughout the process. City Administrator Kent Myers clarified that while this has been presented to the commission previously, it required some corrections by the state, including accurate size information for the enterprise zone and confirmation that 25% of the new hires be local residents. These are the reasons why this is back on the agenda. Mayor Peden noted that he saw no differences from the previous presentation. Presentation #2 began after this exchange.

Damian Barrera then proceeded to present the Starship Infrastructure Expansion at Starbase was presented as SpaceX's second triple-jumbo enterprise zone project, demonstrating a continued long-term investment partnership with the City of Starbase and the State of Texas. The project includes a capital investment exceeding \$480 million to complete Launchpad 2, upgrade Launchpad 1, and enhance ground systems, structural components, and specialized equipment to support higher-frequency Starship launch operations. The project will add 500 new jobs, bringing total job creation from the first and second enterprise zone projects to more than 1,000 jobs within approximately one year. Many positions will be entry-level, supporting launch operations, ground systems, and daily site readiness, with opportunities for long-term advancement for local residents. SpaceX will comply with enterprise zone requirements, including filling at least 25% of new positions with residents of qualifying enterprise zones or veterans. The enterprise zone designation is proposed to begin in July 2025, with the majority of hiring occurring in the first and second quarters of 2026. Launchpad 2 is expected to be operational by Q1 2026, with Launchpad 1 operational following upgrades by Q1 2027. A five-year designation is requested, with a commitment to retain jobs for an additional three years beyond the designation period. The project may qualify for up to \$3.75 million in state sales tax refunds, which would be reinvested into Starbase operations. The presentation emphasized ongoing economic benefits for local and regional contractors and confirmed there would be no fiscal impact to the city, as all incentives are funded by the State of Texas. Kent Myers stated that the first project does require a public hearing.

Mayor Peden opened the public hearing at 7:12 p.m.

No speakers signed up to speak.

Mayor Peden closed the public hearing at 7:12 p.m.

Commissioner Petrzelka made a motion to approve the item 2 ordinance ordaining the city's participation in the Texas Enterprise Zone Program and obtain Space Exploration Technologies Corporation for a designation as an enterprise project for the Starbase Gigabay Triple Jumbo project. Commissioner Buss seconded the motion. The motion carried with a unanimous vote of 3 to 0.

F. Regular Session

1. Discussion and action on a resolution designating the Space Exploration Technologies Corp. Starship Infrastructure Expansion Project as an enterprise project pursuant to the Texas Enterprise Act.

Commissioner Buss noted that the presentation for this was already completed.

Commissioner Buss made a motion to approve a resolution designating the space Exploration Technologies Corp Starship Infrastructure expansion project as an enterprise project pursuant to the Texas Enterprise Zone Act. Commissioner Petrzekla seconded. The motion carried with a unanimous vote of 3-0.

2. Discussion and action on an ordinance adopting Type A municipal powers.

Kent Myers, city administrator, noted there is no presentation for this item. It was recommended by the City Attorney's office. The City originally incorporated as a Type C Bureau All City, and now that we have a total assessed value over \$500,000, we can adopt the additional powers of cities that apply to the Type A general law municipality, and in order to do so, the City Commission has to adopt the ordinance by at least a 2/3 vote. He then went on to add that if there are any questions, he will defer to City Attorney Marie Johnson who is participating remotely. She can answer any questions about Type A or Type C cities. There were no questions from the Commission.

Commissioner Petrzekla made a motion to approve an ordinance adopting Type A municipal powers. Commissioner Buss seconded. The motion carried with a unanimous vote of 3-0.

3. Discussion and action on an ordinance approving a floodplain damage prevention ordinance.

Kent Myers City Administrator stated that this is an ordinance the city has been working on with the engineering firm for the last few months. Mario Garcia with Halff Associates is participating remotely to answer any questions, but the ordinance is referred to as a floodplain damage prevention ordinance. Kent Myers went on to add that a lot of cities just call this floodplain regulations. He further stated that he finds the term flood plain damage prevention ordinance describes what we're trying to do with this ordinance. He stated that the City of Starbase does have areas within the floodplain and to protect the buildings and their occupants, the ordinance is necessary to make sure everything complies with the standard floodplain regulations. Mr. Myers stated that in the event this ordinance is adopted, then when we are permitting and inspecting new facilities, we will ensure that they comply

with the regulations. Overall, this is an important set of regulations and recommended approval.

Commissioner Buss made a motion to approve an ordinance adopting flood plain damage prevention regulations. Commissioner Petzelka seconded. The motion carried with a unanimous vote of 3-0.

4. Discussion and action on an ordinance creating a Natural Resources Department, creating the Natural Resources Fund, and providing for an amendment to the fiscal year 2025-2026 budget to appropriate funds for the Natural Resources Fund.

Kent Myers, City Administrator, began the discussion by reminding the commission about the previous appointment of the committee and its initial members. Mr. Myers added that the city needs to create an official city department that will work with that committee and make sure that they are meeting the requirements of both state federal laws and report to the commission on their accomplishments in the future. Therefore the ordinance is to create the Natural Resources Department and request an initial allocation of \$50,000 out of the general fund for them to start their preservation activities, which is available in the general fund. There will be the creation of a separate fund and this would continue to be funded in the future. Mr. Myers comments he will gladly accept any questions on this ordinance and noted that there are members of the committee present if they want to ask any questions of the members. Commissioner Buss asked about the general information on what activities are currently the priority for the committee. Kent Myers state they may officially want to schedule quarterly reports to the committee so that not only is the commission aware, but the public will also be aware of what they are doing.

A motion was made by Commissioner Petzelka to approve an ordinance creating a natural resources department, creating the Natural Resources Fund and providing an amendment to the fiscal year 2025-2026 budget to appropriate funds for the Natural Resources Fund. Commissioner Buss seconded. The motion carried with a unanimous vote of 3-0.

5. Presentation on the October 2025 Financial Report summarizing financial transactions through October 31, 2025.

Kent Myers, City Administrator, began the discussion by reminding the Mayor and Commissioner that this is a regular monthly item that the commissioners review. This

report is for the month ending October 31, 2025. Mr. Myers noted that this is the first month of the fiscal year, so there is not a lot of financial activity to show, but he does point out a couple of things. The first is some property tax payments are being made, totally nearly \$16,000, but that property taxes will be collected in January so the amount will go up we will probably see 95% of that money collected in January. Kent also commented that interest income is good, but total revenue was small for the first month at only \$29,000. Building permit activity is down because in the first six months there was a large amount of permits, but as of now, new permitting has decreased. In terms of the expenses, all expenses are on track. On second page of the expenses report there is a correction that needs to be made. It has liability insurance listed at \$20,000, and then beneath that is \$19,600 which is the actual amount for the liability insurance. The accountant will move that expenditure up to the correct line. Kent Myers added that this is the one-time payment for liability insurance, and that it is within the budget. Additionally, the annual allocation of \$60,000 to the Volunteer Fire Department has been made so they can expend for their insurance, equipment, and whatever they may need. Kent goes on to say that overall, the start of the fiscal year is good.

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.

Jordan Buss, City Commissioner, recognized the Starbase VFD for participating in a volunteer event in Harlingen, TX with the American Red Cross and also partnering with other area fire departments to install smoke detectors and work with families in Harlingen to have emergency evacuation plans. Commissioner Buss stated that he personally participated along with several other members of the Starbase Volunteer Fire Department as well as other members of the community. He added that he's unsure of the overall numbers, but that Starbase VFD installed more than 100 smoke detectors in homes that did not have them. He went on to say that they American Red Cross has been focusing on this largely after a tragic event that cost the lives of a couple of small girls. It was a terrible event, and he is proud to participate with the fire department and others from the community in that event. Mayor Peden discussed the Veteran's Day event at the beach and said that the turnout was good despite the weather being less than ideal. There were resources for the veterans and over 250 veterans are employed in the City of Starbase. One final note was presented by Commissioner Petzelka about the exhibit that Starbase neighbors have been working on for the Children's Museum of Brownsville. It opens publicly on November 22, 2025 at 1PM and that everyone should go check it out. City Commissioner Kent

Myers went on to add that condolences are needed. One of the Attorneys that helped in the creation of the City of Starbase, Tad Dunn. Tad was a young attorney with Messer Fort Law firm, and unfortunately contracted Covid a couple of weeks ago that turned serious and he passed away. He was in his 40s and it really affected many because he was such an integral part in getting the city established. Tad also worked on law enforcement services and had some special expertise he offered that was invaluable and we would be remiss if we didn't offer our condolences to his family. Final note was that the following week is Thanksgiving, and it is officially a city holiday week.

2. City Administrator Report

- a. Building Permit Activity for October 2025**

The building activity has really slowed down regarding the permitting of new projects. Only 2 residential permits and 2 commercial permits were issued in October. Inspection activity continues to be strong with the existing buildings, including the new Community Center and the parking facility.

- b. Schedule for Future City Commission Meetings**

Kent Myers City Administrator noted that if the Commission approves, that the city would combine the December and January meetings, combining the December meeting, and having it in January. It was discussed to have the meeting on January 7, 2026 at 7:00PM.

- c. Update on City Audit**

The audit is coming along. Documents have been sent by Caroline and Gretchen. The auditors are planning on finishing the audit in the next three to four weeks, so it'll be ready for the January meeting. Mayor Peden clarified that the audit is for the 2025 year. Kent confirmed it's for May through September.

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

Nothing was mentioned for 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(1): Section 551.071(1):** Consultation with attorney regarding pending or contemplated litigation:

- a. *City of Starbase v. Honorable Ken Paxton, Attorney General of the State of Texas*, cause no. D-1-GN-25-009365, filed on October 20, 2025; and
- b. The Attorney General rulings on public information request numbers PIA-2025-4, PIA-2025-5, PIA-2025-6, PIA-2025-26, PIA-2025-58 and PIA-2025-59.

2. **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 the statutory duties of public officials.

Mayor Peden recessed the meeting into executive session at 7:32 p.m.

- 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.

The meeting was reconvened into open session at 8:10 p.m. by Mayor Peden.

J. Regular Session

1. Discussion and action regarding *City of Starbase v. Honorable Ken Paxton, Attorney General of the State of Texas*, cause no. D-1-GN-25-009365, filed on October 20, 2025.

Commissioner Buss made a motion to ratify and approve the filing of the lawsuit entitled *City of Starbase v. Honorable Ken Paxton, Attorney General of the State of Texas*, cause no. D-1-GN-25-009365, filed on October 20, 2025. Commissioner Petrzelka seconded. The motion carried with a unanimous vote of 3-0.

2. Discussion and action regarding *City of Starbase v. Honorable Ken Paxton, Attorney General of the State of Texas*, for requests referenced in Executive Session Agenda Item H. (1). (b) filed prior to this City Commission meeting.

Commissioner Petrzelka made a motion to ratify and approve the filing of the lawsuit entitled *City of Starbase v. Honorable Ken Paxton, Attorney General of the State of Texas*, cause no. D-1-GN-25-010198, filed on November 7, 2025. Commissioner Buss seconded. The motion carried with a unanimous vote of 3-0.

K. Adjourn

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

The meeting was adjourned at 8:12 p.m.

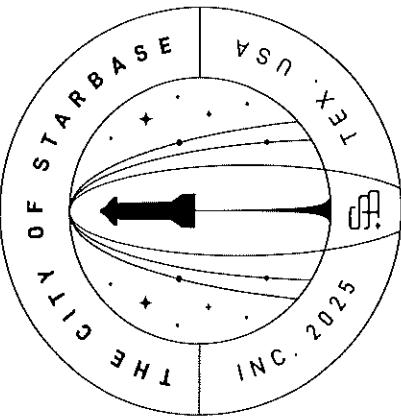
Approved by the City Commission on this 19th day of November, 2025.

APPROVED:

Bobby Peden, Mayor

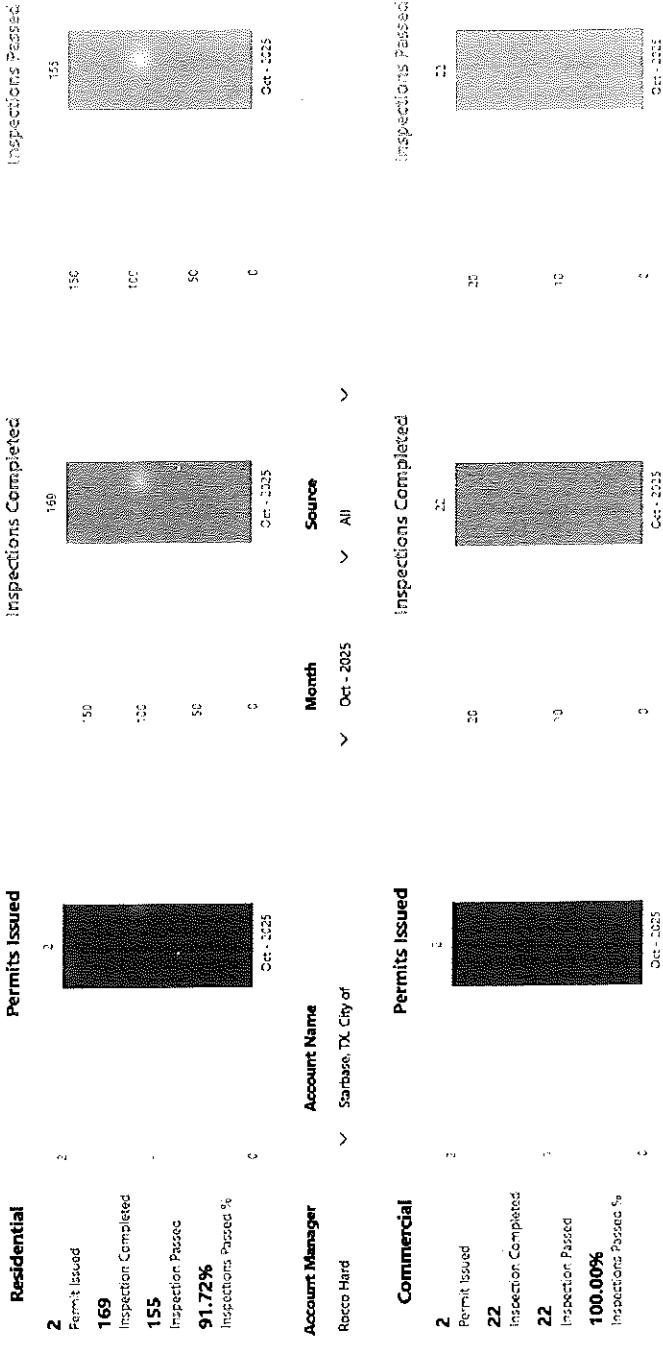
ATTEST:

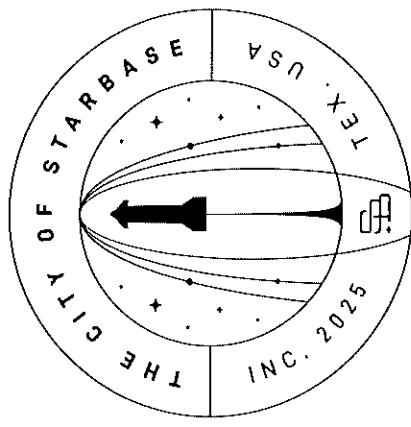
Caroline Cole, City Clerk



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The City of Starbase Activity Report October 2025



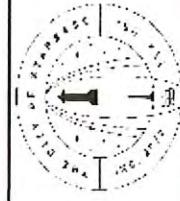


SAFEbuilt®

The City of Starbase
Submittals Completed
October 2025

Submittals Completed		
Initial Submittals	Completed Submittals	Resubmittals Completed
30	29	
25		
20		
15		
10		
5		
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Oct-2025

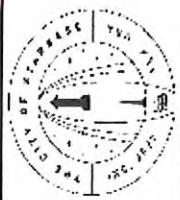


PUBLIC COMMENT SIGN UP

City of Starbase

City Commission Special Meeting

November 19, 2025



Name	City of Residence	State of Residence	Agenda item number(s) you wish to speak on
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STARBASE

CITY COMMISSION AGENDA MEMO

TO: Mayor and City Commission

FROM: City Administrator

MEETING DATE: January 8, 2026

ITEM: Calling May 2, 2026 City Election

SUMMARY

The City Commission is required to officially call every City election.

BACKGROUND

The attached ordinance officially calls the May 2, 2026 City election to elect the Mayor and two City Commissions for two-year terms. This ordinance also designates the filing period for candidates. The Cameron County Elections Administrator will manage our elections and will be responsible for designating polling places. Once the ordinance is adopted the City will post the attached notice of the City election.

STAFF RECOMMENDATIONS

It is recommended that the City Commission pass the attached ordinance to officially calling the May 2, 2026 City election

Suggested Motion: It is moved to “approve the ordinance calling the May 2, 2026 City election.”

ATTACHMENTS

Ordinance calling the May 2 City election

Notice of City election

CITY OF STARBASE, TEXAS
ORDINANCE NO. 2026-1
GENERAL ELECTION ORDER FOR MAY 2, 2026

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STARBASE, TEXAS, ORDERING A GENERAL ELECTION TO BE HELD ON SATURDAY, MAY 2, 2026, FOR THE PURPOSE OF ELECTING QUALIFIED PERSONS TO SERVE IN THE FOLLOWING POSITIONS A MAYOR, TWO CITY COMMISSIONERS, ALL FOR A TWO (2) YEAR TERM; PROVIDING FOR THE DESIGNATION OF THE PLACES AND MANNER OF HOLDING SAID ELECTION; PROVIDING FOR EARLY VOTING; PROVIDING FOR THE POSTING AND PUBLICATION OF NOTICE; PROVIDING A SEVERABILITY AND CONFLICTS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Starbase, Texas is a General Law municipality located in Cameron County, Texas created in accordance with the provisions of the Texas Local Government Code operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, Texas Local Government Code section 24.023(c) requires that the City hold its first regular election within one year of incorporating as Type C general law municipality; and

WHEREAS, Section 41.001 of the Texas Election Code, as amended, establishes the first Saturday in May as the uniform election date which is May 2, 2026, for the purposes of conducting an election within the City of Starbase, Texas (“**City**”); and

WHEREAS, Section 3.004(a)(3) of the Texas Election Code provides that the governing body of a municipality shall be the authority to order a general election for electing municipal officers; and

WHEREAS, the terms of office for the Mayor and City Commissioners all expire on May 3, 2026, and must be filled by a general election.

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

Section 1. Finding.

The facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct legislative findings and are adopted as part of this ordinance for all purposes.

Section 2. Election Order; Election Day; Purpose of Election.

The City Commission of Starbase, Texas hereby orders that a general election of the City shall be held on May 2, 2026, between the hours of 7:00 a.m. and 7:00 p.m., at those designated polling places determined by the Cameron County Elections Administrator, for the following purposes:

- (1) To elect a Mayor for a two (2) year term;
- (2) To elect a City Commissioner for a two (2) year term;
- (3) To elect a City Commissioner for a two (2) year term;

Section 3. Candidate Filing Deadline.

Eligible candidates for Mayor and City Commissioner may file with the City Clerk of the City of Starbase, Texas (“City Clerk”), for one of the open election positions beginning on Wednesday, January 14, 2026, until 5:00 p.m. on Friday, February 13, 2026. The last date and time for a write-in candidate shall be 5:00 p.m. on Tuesday, February 17, 2026.

Section 4. Election Precincts; Polling Places.

All election precincts, early voting sites and Election Day polling sites shall be determined by the Cameron County Elections Administrator pursuant to the Election Services Agreement.

Section 5. Appointment of a Presiding Election Judge, and Alternate Presiding Election Judge; Notice of Appointment.

A Presiding Judge and Alternate Presiding Judge for all designated polling places shall be appointed by Cameron County, and pursuant to an election agreement to be entered between the City and the County, and in accordance with Section 32.009 of the Texas Election Code.

Section 6. Early Voting; Early Voting Polling Place(s).

Early voting shall commence in the Cameron County Elections on Monday, April 20, 2026, (as well as at any other polling site(s) determined by the Cameron County Elections Administrator), and shall close on Tuesday, April 28, 2026. During the lawful early voting by personal appearance period (April 20, 2026, through April 28, 2026), the City Clerk (or designated personnel of the City’s Clerk) shall keep such place(s) for early voting open for early voting as follows:

April 20, 21, 22, 23, 24	9:00 am to 6:00 pm
April 25 (Saturday)	10:00 am to 5:00 pm
April 27, 28	9:00 am to 6:00 pm

Section 7. Election Compliance.

This election shall be held in accordance with, and shall be governed by, the election laws of the State of Texas under the jurisdiction of the Election Officer pursuant to an election services contract between the City and the County, and other participating entities, if any as set out in the Election Agreement for Cameron County and the City of Starbase. In all City elections, the Mayor, City Clerk, or City Commission shall perform each act to the extent required to be performed, in connection with the holding and consummation of such election.

Section 8. Voting Qualifications; Voting Materials.

All registered qualified voters of the City shall be permitted to vote at the election. In addition, the election materials enumerated in the Texas Election Code, as amended, shall be printed in English and Spanish for use at the polling places and for early voting for the election.

Section 9. Compensation for Services.

The Presiding Election Judge, Alternative Presiding Judge, and each Election Clerk shall be compensated as set out in the Election Agreement for Cameron County and City of Starbase, and as determined by the County Elections Office.

Section 10. Notices.

The City Clerk is hereby ordered and directed to give notice of the general election by:

- (a) Publishing the notice of the election at least once, no more than thirty (30) days nor less than ten (10) days before the election in the official newspaper of the City;
- (b) Filing with the City Clerk, a copy of the notice of the elections;
- (c) Posting a copy of the election notice on the bulletin board used for posting notices of the meetings of the City Commission at least twenty-one (21) days before the election; and
- (d) Delivering notice of the election to the Cameron County Clerk no later than the 60th day before Election Day.

The City Clerk shall file in the City's records a copy of the Publisher's Affidavit, which complies with the Texas Election Code, as amended, that the notice was published, with the name of the newspaper and the dates of publication.

Section 11. Severability Clause; Conflicts with Election Services Agreement.

It is hereby declared to be the intention of the City Commission that the phrases, clauses, and sentences of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance, since the same would have been enacted by the City Commission without the incorporation of this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section. Additionally, it is the intent of the City Commission by adopting this ordinance to fully comply with the terms of the state election law. Should any conflict arise between any term of this ordinance and state election law, it is the express intent of the City Commission that the terms of state election law should control and govern the administration of the general and special election addressed in this ordinance.

Section 12. Effective Date. This ordinance shall take effect immediately upon its adoption.

PASSED AND APPROVED by the City Commission of the City of Starbase, Texas this the 8th day of January 2026.

Bobby Peden, Mayor

ATTEST:

Caroline Cole, City Clerk

APPROVED AS TO FORM:

Marie Johnson, City Attorney

**NOTICE OF GENERAL ELECTION
CITY OF STARBASE, TEXAS**

Notice is hereby given that a General Election for the purpose of electing, a Mayor and two City Commissioners for the City of Starbase, Texas (“City”), will be held on Saturday, May 2, 2026, between the hours of 7:00 a.m. to 7:00 p.m. The elections shall be administered by the Cameron County Elections Administrator in accordance with the Texas Election Code.

Election Day Polling Locations

On Election Day, May 2, 2026, qualified voters who live in Starbase must vote in the precinct where registered to vote, unless the countywide polling place program is being used in the election. Polling places shall be open between the hours of 7:00 a.m. and 7:00 p.m. All election precincts, early voting sites and Election Day polling sites shall be determined by the Elections Administrator pursuant to the Election Services Agreement.

Location of Election Day polling places for this General Election shall be as follows, between the hours of 7:00 a.m. and 7:00 p.m. on election day, May 2, 2026:

Starbase Community Center
41028 Quicksilver Ave.
Starbase, Texas 78521

Early Voting Dates and Times

At the time of this notice Cameron County Elections had not posted any information regarding the May 2, 2026, general election.

The first day of Early Voting by Personal Appearance is Monday, April 20, 2026
The last day of Early Voting by Personal Appearance is Tuesday, April 28, 2026

Personal Appearance:

During early voting, a voter may vote at any of the following locations:

Starbase Community Center
41028 Quicksilver Ave.
Starbase, Texas 78521

April 20 through 28, 2026 is the period for early voting by personal appearance. During the early voting by personal appearance period (April 20 through 28, 2026), the City Clerk (or designated personnel of the City Clerk) shall keep such polling place(s) for early voting open for early voting from 9:00 a.m. until 6:00 p.m. on April 20, 2026, through April 24, 2026; from 10:00 a.m. until 5:00 p.m. on April 25, 2026; from 9:00 a.m. until 6:00 p.m. on April 27 through April 28, 2026. These times may be altered by the Elections Administrator of Cameron County, Texas.

Early voting by personal appearance schedule is as follows but subject to change once Cameron County announces election details:

Notice of General Election

Page 2 of 2

April 20, 21, 22, 23, 24	9:00 am to 6:00 pm
April 25 (Saturday)	10:00 am to 5:00 pm
April 27, 28	9:00 am to 6:00 pm

By mail:

The last day to apply for a ballot by mail is April 20, 2026, and the last day to receive a ballot by mail is Saturday, May 2, 2026 (Election Day) at 7:00 p.m. if carrier envelope is not postmarked, OR Monday May 4, 2026 (next business day after Election Day) at 5:00 p.m. if carrier envelope

The Elections Administrator shall be responsible for the Early Voting applications and ballots and shall be designated as the Early Voting Clerk. Applications for early voting by mail may be delivered to the Cameron County Early Voting Clerk Remi Garza, 1050 E. Madison St. P.O. Box 3587 Brownsville, Texas 78520, not later than the close of business on April 20, 2026, regardless of delivery method.

Early voting ballots shall be mailed to the Cameron County Early Voting Clerk Remi Garza, 1050 E. Madison St. P.O. Box 3587 Brownsville, Texas 78520. Federal Post Card Applications (FPCA's) must be received no later than the close of business no later than the 11th day prior to election day or April 21, 2026. The City Clerk is directed to forward applications and ballots they may receive to the Elections Administrator/Early Voting Clerk of Cameron County, Texas.

Issued this 8th day of January 2026

Caroline Cole, City Clerk

STARBASE

CITY COMMISSION AGENDA MEMO

TO: Mayor and City Commission

FROM: City Administrator

MEETING DATE: January 8, 2026

ITEM: Bookkeeping and Monthly Financial Statement Services

SUMMARY

New engagement letters are needed with our accounting firm to provide continued bookkeeping and financial statement services.

BACKGROUND

Since the City of Starbase does not employ any financial employees, the City contracts with a private company to provide the required monthly financial statements and various bookkeeping services. This includes the processing and payment of all invoices and the preparation of the monthly financial statements that are provided to the City Commission.

Last May, the City Commission approved the engagement of Carr, Riggs & Ingram LLC to provide these services. Their staff have been very professional and responsive to our needs. When they were initially approved, their fees were based upon estimated workload. This workload has steadily increased with additional vendors paid on a monthly basis and increased financial activity. In addition, new services have been added such as property tax reconciliation, review of credit card transactions and reconciliation of building permit revenues.

Their original engagement letter estimated fees for these services from \$4,200 to \$4,800 a month. As indicated in the attached engagement letters, the fees for their services are proposed at \$5,500 monthly in the coming year. In addition, their fees for preparing the monthly and annual financial statements were negotiated to be at the rate of \$1,500 a month.

STAFF RECOMMENDATIONS

It is recommended that Carr, Riggs and Ingram LLC be approved for bookkeeping and financial statement services until September 30, 2026.

Suggested Motion: "It is moved that the attached letters of engagement with Carr, Riggs & Ingram LLC for financial statement and bookkeeping services be approved."

ATTACHMENTS

Letters of engagement for financial statement services and bookkeeping services.



CRI ADVISORS, LLC

To Management
of City of Starbase, Texas

This Engagement Letter and its attachments, if any, are governed by the Master Services Agreement 2.0 or 2.1 ("MSA") between CRI Advisors, LLC ("CRI Advisors", "Advisors", "we", "us", or "our") and the Client; the terms of which are hereby incorporated into this Engagement Letter by reference. By executing this Engagement Letter, the parties agree to and intend to be bound by the terms of the MSA.

"Carr, Riggs & Ingram" and "CRI" are the brand names under which Carr, Riggs & Ingram, L.L.C. ("CRI CPA") and CRI Advisors provide professional services. CRI CPA, CRI Advisors, Carr, Riggs & Ingram Capital, LLC and their respective subsidiaries operate as an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable law, regulations and professional standards. CRI CPA is a licensed independent CPA firm that provides attest services, as well as additional ancillary services, to its clients. CRI Advisors provides tax and business consulting services to its clients. CRI Advisors and its subsidiaries are not licensed CPA firms and will not provide any attest services. The entities falling under the Carr, Riggs & Ingram or CRI brand are independently owned and are not responsible or liable for the services and/or products provided, or engaged to be provided, by any other entity under the Carr, Riggs & Ingram or CRI brand. Our use of the term "CRI," and terms of similar import, denote the alternative practice structure conducted by CRI CPA, CRI Advisors, their subsidiaries and affiliates, as appropriate.

This Engagement Letter confirms and specifies the terms of our engagement and clarifies the nature and extent of the services we will provide for City of Starbase, Texas ("Client", "Entity", "you", or "your") as of and for the months October 1, 2025 to September 30, 2026 (the "Selected Period(s)"). Except as otherwise expressly set forth herein, this Engagement Letter only governs non-attest services. Any attest services, including any attest services provided by CRI CPA or any other entities within the Carr, Riggs & Ingram alternative practice structure, will be governed by a separate Engagement Letter between such entity and the Client.

SCOPE AND OBJECTIVES

The objective of our engagement is to provide bookkeeping and accounting services, as identified in the Other Services section of this Engagement Letter with respect to the Entity, based on information provided by you and comply with applicable professional standards, including the AICPA's *Code of Professional Conduct*, and its ethical principles of integrity, objectivity, professional competence, and due care.

This engagement does **not** include the preparation of financial statements. No representative of City of Starbase, Texas, in any way, may state or imply that CRI Advisors, LLC or Carr, Riggs & Ingram, L.L.C., or any of their respective subsidiaries or affiliates have been associated with any financial information.

OUR RESPONSIBILITIES

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the Entity or noncompliance with laws and regulations. We have no responsibility to identify and communicate deficiencies or material weaknesses in your internal control as part of this engagement.

We are available to provide you with business advice, but we are not obligated to do so unless you specifically engage us to do so via an Engagement Letter for this purpose. The parties agree that Client will only rely on written, not oral, statements or advice from CRI Advisors. We believe written advice is necessary to avoid confusion and to make clear the specific nature and limitations of our advice. You should not rely on any advice unless it has received a full supervisory review and is provided by us in writing directly to you.

Our bookkeeping and accounting services do not relieve you of your responsibilities.

OTHER SERVICES

We will perform the following non-attest services for the Entity, based upon information provided by you and in accordance with professional standards:

- Assist management by preparing, proposing and/or recording the following client-approved activities and/or journal entries: depreciation calculations, fixed asset maintenance (additions, disposals, etc.), GASB 34 full-accrual journal entries, and other journal entries and activities such as other GASB related entries.
- Assist management by providing the following **bookkeeping services**, which may include preparing, proposing and/or recording the following client-approved activities and/or journal entries: cash receipts once management has approved the account classifications, income and expenses once management has approved the account classifications, cash disbursements once management has approved the account classifications, bank account reconciliations to identify reconciling items for Client's evaluation - the Client (not CRI) is responsible for reviewing the cancelled checks or electronic copies of checks for payees or endorsements, month-end journal entries and month-end close, and other bookkeeping services, such as grant and fund accounting, and maintaining an accurate general ledger.

For any non-attest services provided by CRI, you agree to assume all management responsibilities for these non-attest services and any other non-attest services we provide; oversee the services by designating an individual with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

The non-attest services, if any, are limited to those previously defined in this letter, or as identified in a separate Engagement Letter. 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.

CLIENT RESPONSIBILITIES

In addition to your responsibilities identified in the MSA, our engagement will be conducted on the basis that you acknowledge and understand your responsibility for:

- the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial information that is free from material misstatement, whether due to fraud or error
- the prevention and detection of fraud
- ensuring that the Entity complies with laws and regulations applicable to its activities
- the accuracy and completeness of the records, documents, explanations, and other information, including significant judgments you provide to us for the engagement
- timely providing us with (1) access to all information of which you are aware that is relevant to the engagement, such as records, documentation, and other matters; (2) additional information that we may request from you for the purpose of the engagement; and (3) unrestricted access to persons within the Entity from whom we determine it necessary to make inquiries
- informing, in writing, the individual leading your engagement before entering into any substantive employment discussions with any CRI CPA or CRI Advisors personnel, to ensure our independence is not impaired under the AICPA Code of Professional Conduct, if applicable

A. ENGAGEMENT ADMINISTRATION

We understand that you will provide us with the information required for our engagement. A request list of information we expect to need for our engagement will be provided to you. Your prompt attention to and timely return of the requested items will significantly contribute to the efficiency of our process.

In accordance with certain regulations, we, as your consultants, are required to make the following commitments:

- The documentation is the property of CRI and constitutes confidential information. However, we may be requested to make certain engagement documentation available to regulators, federal or state agencies, governmental agencies, etc. ("regulators" or "agencies") pursuant to authority given to it by law or regulation. If requested, access to such engagement documentation will be provided under the supervision of CRI Advisors personnel. Furthermore, upon request, we may provide copies of selected engagement documentation to these regulators or agencies. These regulators or agencies may intend, or decide, to distribute the copies or information contained therein to others.
- As appropriate, we may meet with the appropriate parties before the engagement report is provided to any required regulators or agencies.

The information that we obtain in this engagement is confidential, as required by the AICPA Code of Professional Conduct. Therefore, your acceptance of this Engagement Letter will serve as your advance consent to our compliance with above commitments.

ENGAGEMENT ADMINISTRATION

Matthew Montemayor is the individual responsible for supervising the engagement.

TERMINATION

If for any reason, we are unable to complete the services previously defined, we may withdraw from this engagement.

We reserve the right and sole discretion to withdraw for any reason from this engagement immediately upon written notice to you. Our withdrawal will release us from any obligation to complete the services covered by this Engagement Letter and will constitute completion of this engagement.

You agree to compensate us for our services, fees, and costs to the date of withdrawal.

OUR FEES

We estimate that our fees for these services will be \$5,500 per month.

Our professional fees for the services described in this engagement letter will be based on the actual time incurred by our professionals at standard hourly rates plus out-of-pocket expenses, such as travel, meals, services from other professionals, and direct administrative costs (courier services, report preparation, copying), as well as an administrative fee of 7% to cover indirect administrative costs associated with the engagement. We may also charge a fee for applications, subscriptions, hosting, or technology we utilize in providing services to you.

The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. 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. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation.

CLIENT ACKNOWLEDGEMENT(S)

If you acknowledge and agree with the terms of our agreement as described in this Engagement Letter, please indicate by executing.

Very truly yours,

CRI Advisors, LLC

CRI ADVISORS, LLC

Signature

Kent Myers

City of Starbase, Texas

<signature>

<sign date>

Authorized Signer(s)



CARR, RIGGS & INGRAM, L.L.C.

To Management
of AX City of Starbase, Texas

This Engagement Letter and its attachments, if any, are governed by the Master Services Agreement 2.0 or 2.1 ("MSA") between Carr, Riggs & Ingram, L.L.C. ("CRI CPA", "we", "us", or "our") and the Client; the terms of which are hereby incorporated into this Engagement Letter by reference. By executing this Engagement Letter, the parties agree to and intend to be bound by the terms of the MSA.

"Carr, Riggs & Ingram" and "CRI" are the brand names under which CRI CPA and CRI Advisors, LLC ("CRI Advisors" or "Advisors") provide professional services. CRI CPA, CRI Advisors, Carr, Riggs & Ingram Capital, LLC and their respective subsidiaries operate as an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable law, regulations and professional standards. CRI CPA is a licensed independent CPA firm that provides attest services, as well as additional ancillary services, to its clients. CRI Advisors provides tax and business consulting services to its clients. CRI Advisors and its subsidiaries are not licensed CPA firms and will not provide any attest services. The entities falling under the Carr, Riggs & Ingram or CRI brand are independently owned and are not responsible or liable for the services and/or products provided, or engaged to be provided, by any other entity under the Carr, Riggs & Ingram or CRI brand. Our use of the term "CRI," and terms of similar import, denote the alternative practice structure conducted by CRI CPA, CRI Advisors, their subsidiaries and affiliates, as appropriate.

This Engagement Letter confirms and specifies the terms of our engagement and clarifies the nature and extent of the services we will provide for AX City of Starbase, Texas ("Client", "Entity", "you", or "your") as of and for the annual and monthly periods ended September 30, 2026 (the "Selected Period(s)"). Except as otherwise expressly set forth herein, this Engagement Letter only governs attest services, provided to you by CRI CPA. Except as otherwise expressly set forth herein, any non-attest services, including any non-attest services provided by CRI Advisors or any other entities within the Carr, Riggs & Ingram alternative practice structure, will be governed by (a) separate Engagement Letter(s) between such entity and the Client.

In connection with the alternative practice structure, CRI Advisors maintains custody of client files for CRI CPA and CRI Advisors. By executing this engagement letter, you hereby consent to the transfer to CRI Advisors of all your client files, work papers and work product. Unless you indicate otherwise, your acceptance of the terms of this engagement shall be understood by us as your consent to transfer such files and records.

A. SCOPE AND OBJECTIVES

For the purposes of this Engagement Letter, the financial statements consist of the following (collectively referred to as the "Financial Statements") for the Selected Period(s) ended:

- Governmental Fund(s) Balance Sheet
- Statement of Revenues, Expenditures, and Changes in Fund Balance

The Financial Statements are prepared in accordance with accounting principles generally accepted in the United States of America ("GAAP") (the "Selected Basis").

We will perform a preparation engagement with respect to the Financial Statements of the Entity.

In addition, you have requested that we present the following supplementary information (the "Supplementary Information") and/or required supplementary information ("RSI") based on information provided by you. Supplementary information and/or RSI will include the schedule of revenues, expenditures, and changes in fund balance - budget and actual- General Fund.

These Financial Statements will not include a statement of net position and statement of activities. These Financial Statements will not include related notes to the financial statements as / if required by the Selected Basis.

The objective of our engagement is to prepare the Financial Statements for them to be in accordance with the Selected Basis based on information provided by you.

B. OUR RESPONSIBILITIES

We will conduct our engagement in accordance with the Statements on Standards for Accounting and Review Services (SSARS) promulgated by the Accounting and Review Services Committee of the AICPA and comply with applicable professional standards, including the AICPA's *Code of Professional Conduct*, and its ethical principles of integrity, objectivity, professional competence, and due care.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion, a conclusion, nor provide any assurance on the Financial Statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the Entity or noncompliance with laws and regulations.

We are available to provide you with business advice, but we are not obligated to do so unless you specifically engage us to do so via an Engagement Letter for this purpose. The parties agree that Client will only rely on written, not oral, statements or advice from us. We believe written advice is necessary to avoid confusion and to make clear the specific nature and limitations of our advice. You should not rely on any advice unless it has received a full supervisory review and is provided by us in writing directly to you.

Our preparation services do not relieve you of your responsibilities.

C. OTHER SERVICES

We will only perform the following non-attest services for the Entity, based upon information provided by you and in accordance with professional standards:

- Assist management in preparing the RSI
- Bookkeeping services

For any non-attest services provided by CRI, you agree to assume all management responsibilities for these non-attest services and any other non-attest services we provide; oversee the services by designating an individual with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

The non-attest services, if any, are limited to those previously defined in this letter, or as identified in a separate Engagement Letter. 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.

We will assist your bookkeeper and/or management in adjusting the books of accounts with the objective that they will be able to provide a working trial balance from which the Financial Statements can be prepared. Your bookkeeper and/or management will provide us with a detailed trial balance and any supporting schedules we require.

D. CLIENT RESPONSIBILITIES

In addition to your responsibilities identified in the MSA, our engagement will be conducted on the basis that you acknowledge and understand your responsibility for:

- acknowledging that our role is to prepare the Financial Statements in accordance with the Selected Basis
- the selection of the Selected Basis as the financial reporting framework to be applied in the preparation of the Financial Statements
- the preparation and fair presentation of the Financial Statements in accordance with the Selected Basis
- the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the Financial Statements that are free from material misstatement, whether due to fraud or error
- the prevention and detection of fraud
- ensuring that the Entity complies with laws and regulations applicable to its activities
- the accuracy and completeness of the records, documents, explanations, and other information, including significant judgments you provide to us for the engagement to prepare the Financial Statements

- 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, and other matters; (2) additional information that we may request from you for the purpose of the engagement; and (3) unrestricted access to persons within the Entity from whom we determine it necessary to make inquiries
- informing, in writing, the engagement partner before entering into any substantive employment discussions with any CRI CPA or CRI Advisors personnel, to ensure our independence is not impaired under the AICPA Code of Professional Conduct
- informing us on a timely basis of the name of any single investor in you that owns 20% or more of your equity at any point in time
- informing us on a timely basis of any investments held by you which constitutes 20% or more of the equity/capital of the investee entity at any point in time

The Financial Statements will not be accompanied by a report. However, you agree that the Financial Statements will clearly indicate that no assurance is provided on them.

E. ENGAGEMENT ADMINISTRATION

In accordance with certain regulations, we, as your service providers, are required to make the following commitments:

- The documentation for this engagement is the property of CRI and constitutes confidential information. However, we may be requested to make certain documentation available to regulators, federal or state agencies, governmental agencies, etc. ("regulators" or "agencies") pursuant to authority given to it by law or regulation. If requested, access to such documentation will be provided under the supervision of CRI CPA personnel. Furthermore, upon request, we may provide copies of selected documentation to these regulators or agencies. These regulators or agencies may intend, or decide, to distribute the copies or information contained therein to others.

F. TERMINATION

If for any reason, we are unable to complete the services previously defined, we may withdraw from this engagement.

We reserve the right and sole discretion to withdraw for any reason from this engagement immediately upon written notice to you. Our withdrawal will release us from any obligation to complete the services covered by this Engagement Letter and will constitute completion of this engagement.

You agree to compensate us for our services, fees, and costs to the date of withdrawal.

G. OUR FEES

We estimate that our fees for these services will be \$2,500.

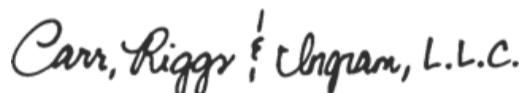
Our professional fees for the services described in this engagement letter will be based on the actual time incurred by our professionals at standard hourly rates plus out-of-pocket expenses, such as travel, meals, services from other professionals, and direct administrative costs (courier services, report preparation, copying), as well as an administrative fee of 7% to cover indirect administrative costs associated with the engagement. We may also charge a fee for applications, subscriptions, hosting, or technology we utilize in providing services to you.

The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances (such as, but not limited to, difficulty or delays in obtaining requisite responses to necessary or required procedures, significant changes to promulgated standards, time incurred for financial statement adjustment(s) and the related procedures required, or significant changes to your organization or its internal control structure) will not be encountered during the engagement. 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. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation.

CLIENT ACKNOWLEDGEMENT(S)

If you acknowledge and agree with the terms of our agreement as described in this Engagement Letter, please indicate by executing.

Very truly yours,



CARR, RIGGS & INGRAM, L.L.C.

Signature

Kent Myers

AX City of Starbase, Texas

<signature>

<sign date>

Authorized Signer(s)



CARR, RIGGS & INGRAM, L.L.C.

To Management
of AX City of Starbase, Texas

This Engagement Letter and its attachments, if any, are governed by the Master Services Agreement 2.0 or 2.1 ("MSA") between Carr, Riggs & Ingram, L.L.C. ("CRI CPA", "we", "us", or "our") and the Client; the terms of which are hereby incorporated into this Engagement Letter by reference. By executing this Engagement Letter, the parties agree to and intend to be bound by the terms of the MSA.

"Carr, Riggs & Ingram" and "CRI" are the brand names under which CRI CPA and CRI Advisors, LLC ("CRI Advisors" or "Advisors") provide professional services. CRI CPA, CRI Advisors, Carr, Riggs & Ingram Capital, LLC and their respective subsidiaries operate as an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable law, regulations and professional standards. CRI CPA is a licensed independent CPA firm that provides attest services, as well as additional ancillary services, to its clients. CRI Advisors provides tax and business consulting services to its clients. CRI Advisors and its subsidiaries are not licensed CPA firms and will not provide any attest services. The entities falling under the Carr, Riggs & Ingram or CRI brand are independently owned and are not responsible or liable for the services and/or products provided, or engaged to be provided, by any other entity under the Carr, Riggs & Ingram or CRI brand. Our use of the term "CRI," and terms of similar import, denote the alternative practice structure conducted by CRI CPA, CRI Advisors, their subsidiaries and affiliates, as appropriate.

This Engagement Letter confirms and specifies the terms of our engagement and clarifies the nature and extent of the services we will provide for AX City of Starbase, Texas ("Client", "Entity", "you", or "your") as of and for the annual and monthly periods ended September 30, 2026 (the "Selected Period(s)"). Except as otherwise expressly set forth herein, this Engagement Letter only governs attest services, provided to you by CRI CPA. Except as otherwise expressly set forth herein, any non-attest services, including any non-attest services provided by CRI Advisors or any other entities within the Carr, Riggs & Ingram alternative practice structure, will be governed by (a) separate Engagement Letter(s) between such entity and the Client.

In connection with the alternative practice structure, CRI Advisors maintains custody of client files for CRI CPA and CRI Advisors. By executing this engagement letter, you hereby consent to the transfer to CRI Advisors of all your client files, work papers and work product. Unless you indicate otherwise, your acceptance of the terms of this engagement shall be understood by us as your consent to transfer such files and records.

A. SCOPE AND OBJECTIVES

For the purposes of this Engagement Letter, the financial statements consist of the following (collectively referred to as the "Financial Statements") for the Selected Period(s) ended:

- Governmental Fund(s) Balance Sheet
- Statement of Revenues, Expenditures, and Changes in Fund Balance

The Financial Statements are prepared in accordance with accounting principles generally accepted in the United States of America ("GAAP") (the "Selected Basis").

We will perform a preparation engagement with respect to the Financial Statements of the Entity.

In addition, you have requested that we present the following supplementary information (the "Supplementary Information") and/or required supplementary information ("RSI") based on information provided by you. Supplementary information and/or RSI will include the schedule of revenues, expenditures, and changes in fund balance - budget and actual- General Fund.

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We will assist your bookkeeper and/or management in adjusting the books of accounts with the objective that they will be able to provide a working trial balance from which the Financial Statements can be prepared. Your bookkeeper and/or management will provide us with a detailed trial balance and any supporting schedules we require.

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- informing, in writing, the engagement partner before entering into any substantive employment discussions with any CRI CPA or CRI Advisors personnel, to ensure our independence is not impaired under the AICPA Code of Professional Conduct
- informing us on a timely basis of the name of any single investor in you that owns 20% or more of your equity at any point in time
- informing us on a timely basis of any investments held by you which constitutes 20% or more of the equity/capital of the investee entity at any point in time

The Financial Statements will not be accompanied by a report. However, you agree that the Financial Statements will clearly indicate that no assurance is provided on them.

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F. TERMINATION

If for any reason, we are unable to complete the services previously defined, we may withdraw from this engagement.

We reserve the right and sole discretion to withdraw for any reason from this engagement immediately upon written notice to you. Our withdrawal will release us from any obligation to complete the services covered by this Engagement Letter and will constitute completion of this engagement.

You agree to compensate us for our services, fees, and costs to the date of withdrawal.

G. OUR FEES

We estimate that our fees for these services will be \$1,500.

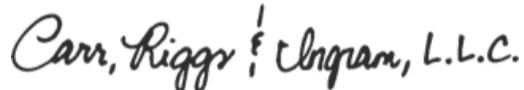
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CLIENT ACKNOWLEDGEMENT(S)

If you acknowledge and agree with the terms of our agreement as described in this Engagement Letter, please indicate by executing.

Very truly yours,



CARR, RIGGS & INGRAM, L.L.C.

Signature

Kent Myers

AX City of Starbase, Texas

<signature>

<sign date>

Authorized Signer(s)

STARBASE

CITY COMMISSION AGENDA MEMO

TO: Mayor and City Commission

FROM: City Administrator

MEETING DATE: January 8, 2026

ITEM: Beach and Road Closure Ordinance

SUMMARY

In accordance with Texas Space Commission Order No. 2025.02 the attached ordinance provides the Mayor with the authority to temporarily close a highway, venue and beach as necessary to support spaceflight activities.

BACKGROUND

The attached ordinance provides the Mayor with the authority to close Highway 4, Boca Chica Beach and the venue as necessary to promote spaceflight activities and in accordance with state statutes and Texas Space Commission Order No. 2025-02. The ordinance also provides the enforcement authority for enforcing any violation of the order. All closures will be made upon the issuance of a mayoral order and will be announced on the city's website www.Starbase.Texas.Gov. The public can sign up to receive closure notices by texting 1-866-513-3475,

STAFF RECOMMENDATIONS

It is recommended that the ordinance be approved.

Suggested Motion: "It is moved that the attached ordinance providing the Mayor with the authority to temporarily close the beach, road and venue be approved."

ATTACHMENTS

Beach and Road Closure Ordinance

**CITY OF STARBASE, TEXAS
ORDINANCE NO. 2026-2**

**AN ORDINANCE OF THE CITY OF STARBASE, TEXAS
IMPLEMENTING THE TEXAS SPACE COMMISSION ORDER NO. 2025-
02 AUTHORIZING TEMPORARY CLOSURE OF AN AREA DESCRIBED
IN THE NATURAL RESOURCES CODE, A HIGHWAY, AND A VENUE;
DELEGATING CLOSURE AUTHORITY TO THE MAYOR; PROVIDING
FOR ENFORCEMENT CONSISTENT WITH TEXAS GOVERNMENT
CODE CHAPTERS 418 AND 424 AND THE CITY'S EMERGENCY
MANAGEMENT PLAN; PROVIDING FOR SEVERABILITY AND
REPEALER; PROVIDING FOR ENGROSSMENT AND ENROLLMENT
OF THIS ORDINANCE; AND PROVIDING AN EFFECTIVE DATE.**

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

WHEREAS, under Texas Government Code § 482.107(a)(8), the Texas Space Commission may, as necessary to promote space-related industries and further Texas Space Commission activities, including implementing the strategic plan under Texas Government Code § 482.201, and notwithstanding any other law, issue an order—subject to approval by a municipality’s governing body—to temporarily close a highway as defined by Texas Transportation Code § 221.001; a venue as defined by Texas Local Government Code § 334.001; or an area described in Texas Natural Resources Code § 33.203(11); and

WHEREAS, on December 19, 2025, the Texas Space Commission issued Order No. 2025-02 (“Order”) providing standing authorization to the City of Starbase, or to its Mayor upon delegation by the City Commission, to temporarily close a highway as defined by Texas Transportation Code § 221.001; a venue as defined by Texas Local Government Code § 334.001; or an area described in Texas Natural Resources Code § 33.203(11) to advance space-related activities; and

WHEREAS, on May 30, 2025, the City adopted Ordinance No. 2025-05-30-D06-OR creating an Emergency Management Program implementing the City’s Emergency Management Plan, and setting forth a criminal offense for violations of the Emergency Management Plan pursuant to Chapter 418 of the Texas Government Code; and

WHEREAS, on July 16, 2025, the City passed Resolution Nos. 2025-07-16-E01-RE and 2025-07-16-E02-RE adopting the City’s Emergency Management Plan, Launch Protocol Annex, and Private Sector Coordination Annex (collectively the “Emergency Management Plan”), which are enforced by Ordinance No. 2025-05-30-D06-OR; and

WHEREAS, Texas Government Code Chapter 424 defines and protects critical infrastructure facilities, expressly including property or facilities used for the launch, landing,

recovery, or testing of spacecraft and temporary hazard areas related to the operation of a launch complex authorized by the Federal Aviation Administration; and

WHEREAS, enforcement of the criminal penalties and protective provisions established under Texas Government Code Chapter 424—including those related to trespass, damage, or interference with designated critical infrastructure—rests primarily with local law enforcement authorities, and accordingly, the City has a substantial governmental interest in developing, adopting, and upholding policies and operational frameworks that support the enforcement of such laws, protect public safety, and ensure the integrity of spaceflight operations occurring within its jurisdiction; and

WHEREAS, the City has municipal territory that includes areas designated for launch and testing activities critical to the state's aerospace objectives which include a temporary hazard area, as set forth in Texas Government Code Chapter 424.001; and

WHEREAS, active launch and testing activities create “evacuation areas” and “clear zones” established by the City’s Emergency Management Plan and Chapter 418 of the Texas Government Code, that also constitute a “temporary hazard area”, as set forth in Texas Government Code Chapter 424.001; and

WHEREAS, the Cameron County Commissioners Court has delegated to the City of Starbase under Texas Natural Resources Code § 63.011(b), the administration and enforcement of dune-protection and beach-management functions within the City’s corporate limits and ETJ; and

WHEREAS, on September 25, 2025, the City adopted the City of Starbase Dune Protection and Beach Access Plan and submitted such plan to the Texas General Land Office (**GLO**) to conduct its review for consistency with state law and regulations and certification through state rulemaking procedures; and

WHEREAS, the GLO filed the formal rulemaking action in the *Texas Register* on December 5, 2025, and it appeared in the December 19, 2025 issue; therefore, the City’s Dune Protection and Beach Access Plan is certified as consistent with state law and became effective on December 25, 2025, as set forth in the attached **Exhibit A**;

WHEREAS, the City Commission finds that approving and implementing the Texas Space Commission’s Order promotes public safety, protects property, and coordinates access management during spaceflight operations and hazard periods; and

WHEREAS, in an effort to streamline temporary closures, the City Commission seeks to delegate to the Mayor the authority to implement the Texas Space Commission’s Order and issue such temporary closures in accordance with this Ordinance and the City’s Emergency Management Plan.

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

Section 1. Findings.

The recitals above are adopted as the City Commission's findings and are incorporated herein by reference as if fully set forth.

Section 2. Approval of Texas Space Commission Order.

For purposes of Texas Government Code § 482.107(a)(8), the City Commission approves the Texas Space Commission Order No. 2025-02, and as it may be further amended or superseded provided that such amended or superseding order does not conflict with this Ordinance.

Section 3. Delegation to the Mayor.

In accordance with the City's Emergency Management Plan and Chapter 418 of the Texas Government Code, the Mayor is authorized and directed to implement the Texas Space Commission Order by issuing one or more orders that temporarily close to public ingress, egress, and occupancy to: 1) a highway as defined by Texas Transportation Code § 221.001; 2) a venue as defined by Texas Local Government Code § 334.001; or 3) an area described in Texas Natural Resources Code § 33.203(11).

Section 4. Critical Infrastructure Recognition; Enforcement.

- (a) The City recognizes that property and facilities used for the launch, landing, recovery, or testing of spacecraft within or adjacent to the closure area constitute "critical infrastructure facilities" under Texas Government Code § 424.001 (as amended, effective Sept. 1, 2025).
- (b) The law enforcement personnel are authorized to enforce the City's Emergency Management Plan, together with the Launch Protocol Annex and Private Sector Coordination Annex, (collectively the "Emergency Management Plan" enforceable by Ordinance No. 2025-05-30-D06-OR), when invoked by mayoral order pursuant to this Ordinance, and to refer conduct for prosecution to the appropriate authority for any violations of the City's Emergency Management Plan, Texas Government Code §§ 424.051–.054, Texas Government Code Chapter 418 or other applicable laws.
- (c) Nothing herein limits enforcement under other state statutes or City ordinances. The City may pursue civil remedies under Texas Government Code, Chapter 424, Subchapter C, at its discretion.

Section 5. Dune Protection & Beach Access Plan.

Any temporary beach closure order shall be issued only in compliance with the parameters of the Texas Space Commission's Order, as amended, and the City's Dune Protection and Beach Access Plan as approved and certified by the GLO.

Section 6. Records of Closure.

In accordance with the Texas Space Commission's Order, all Mayoral Orders or other records of the Starbase City Commission's closure actions, shall be provided to the City Clerk. The City shall make such records available to the Commission upon request, and shall comply with all Texas law concerning municipal records, including but not limited to, the Texas Local Government Records Act and the Texas Public Information Act requirements.

Section 7. Severability.

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

Section 8. Repealer.

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

Section 9. Engrossment/Enrollment.

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

Section 10. Effective Date.

This Ordinance takes effect immediately upon passage and adoption.

[Remainder of page intentionally left blank]

PASSED AND APPROVED by the City Commission of the City of Starbase, Texas, on this 8th day of January, 2026.

CITY OF STARBASE, TEXAS

Bobby Peden, Mayor

ATTEST:

Caroline Cole, City Clerk

APPROVED AS TO FORM:

Marie N. Johnson, Assistant City Attorney

STARBASE

CITY COMMISSION AGENDA MEMO

TO: Mayor and City Commission

FROM: City Administrator

MEETING DATE: January 8, 2026

ITEM: Abandonment of Roadway and Conveyance to Adjacent Property Owner

SUMMARY

A 60-foot-wide right-of-way known as Joanna Street has not been used by the public since the City was incorporated and needs to be abandoned with the right-of-way conveyed to the adjacent property owner.

BACKGROUND

Joanna Street is no longer being used by the public and serves no public purpose. The attached ordinance abandons Joanna Street with this property shown on Exhibit A. The ordinance also directs the Mayor to sign a deed conveying this property to the adjacent property owner.

STAFF RECOMMENDATIONS

It is recommended that this roadway be abandoned by the city with the right-of-way deeded to the adjacent property owner.

Suggested Motion: “motion to approve the ordinance abandoning Joanna Street and approving the Mayor to approve a deed conveying the property to the adjacent property owner.”

ATTACHMENTS

Ordinance Abandoning Joanna Street and Approving Mayor to Sign Deed Conveying Property Deed to Convey Property to Adjacent Property Owner

**CITY OF STARBASE, TEXAS
ORDINANCE NO. 2026-3**

**AN ORDINANCE OF THE CITY OF STARBASE, TEXAS, ABANDONING
AND VACATING A ROAD FORMERLY A SIXTY (60) FOOT RIGHT-OF-
WAY KNOWN AS JOANNA STREET IN THE CITY OF STARBASE,
CAMERON COUNTY, TEXAS; AUTHORIZING THE MAYOR TO EXECUTE
A DEED CONVEYING SAID RIGHT-OF-WAY TO THE ADJACENT
PROPERTY OWNER; PROVIDING SAVINGS AND SEVERABILITY
CLAUSES; AND PROVIDING AN EFFECTIVE DATE.**

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

WHEREAS, Section 311.002 of the Texas Transportation Code provides that a general-law municipality has exclusive control over highways, streets, and alleys of the municipality; and

WHEREAS, Section 311.008 of the Texas Transportation Code provides that a general-law municipality, such as the City of Starbase (“City”), has the authority to vacate, abandon, or close a street or alley within the City; and

WHEREAS, the Property the City desires to abandon is presently a street, originally platted in 1981, and replatted in 2022 as a sixty (60) foot right of way currently within the corporate limits of Starbase but never used by the public since the date of incorporation, because it was previously conveyed and owned in fee by Space Exploration Technologies Corporation as shown on Exhibits “A”, “B” and “C”; and

WHEREAS, the Property is (i) a 1.19 acre parcel (right of way) part of a 31.41 acre tract located at Lot 1, Block 1 Mars Crossing Replat No. 2 Subdivision that the City wishes to convey, (ii) platted prior to the 2025 municipal incorporation of the City, and (iii) is now located beneath existing structures owned by the property owner acquired prior to municipal incorporation of the Starbase, Texas; and

WHEREAS, the Property, Joanna Street is 1.19 acres of the 31.41 acre tract located between Block 1 and Block 2, in The Spanish Dagger Subdivision, Section II and Lot one (1), Block one (1) recorded in Cabinet 1, Page 277A, and on the Mars Crossing Replat No. 2 recorded in Cabinet 1, Page 4638 in the Map Records of Cameron County, Texas as shown on Exhibit “A” the 2022 plat.

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

SECTION 1. Incorporation of Premises. The above and foregoing premises are true and correct and are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2. Findings. After due deliberations the City Commission has concluded that the adoption of this Ordinance is in the best interest of the City of Starbase, Texas, and of the public health, safety and welfare.

SECTION 3. Abandonment. The City Council hereby approves the abandonment of the Property described as Joanna Street 1.19 acres of the 31.41 acre tract located between Block 1 and Block 2, in The Spanish Dagger Subdivision, Section II and Lot one (1), Block one (1) recorded in Cabinet 1, Page 277A, and on the Mars Crossing Replat No. 2 recorded in Cabinet 1, Page 4638 in the Map Records of Cameron County, Texas as shown on Exhibit "A" the 2022 plat.

SECTION 4. Authorization. The Mayor is hereby authorized to enter into any agreement, document, or quitclaim deed necessary to effectuate the abandonment of the Property and conveyance to Space Exploration Technologies Corporation without monetary compensation.

SECTION 5. Savings/Repealing Clause. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

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

SECTION 7. Engrossment/Enrollment. The City Clerk is hereby directed to enroll and engross this Ordinance by copying the exact Caption and Effective Date clause in the minutes of the City Commission and by filing this Ordinance in the Ordinance Records of the City.

SECTION 8. Effective Date. This Ordinance shall become effective from and after its date of passage in accordance with law.

DULY PASSED AND APPROVED by the City Commissioners of the City of Starbase, Texas on the 8th day of January, 2026.

Bobby Peden, Mayor

ATTEST:

Caroline Cole, City Clerk

APPROVED AS TO FORM:

Marie Johnson, City Attorney

EXHIBIT “A”

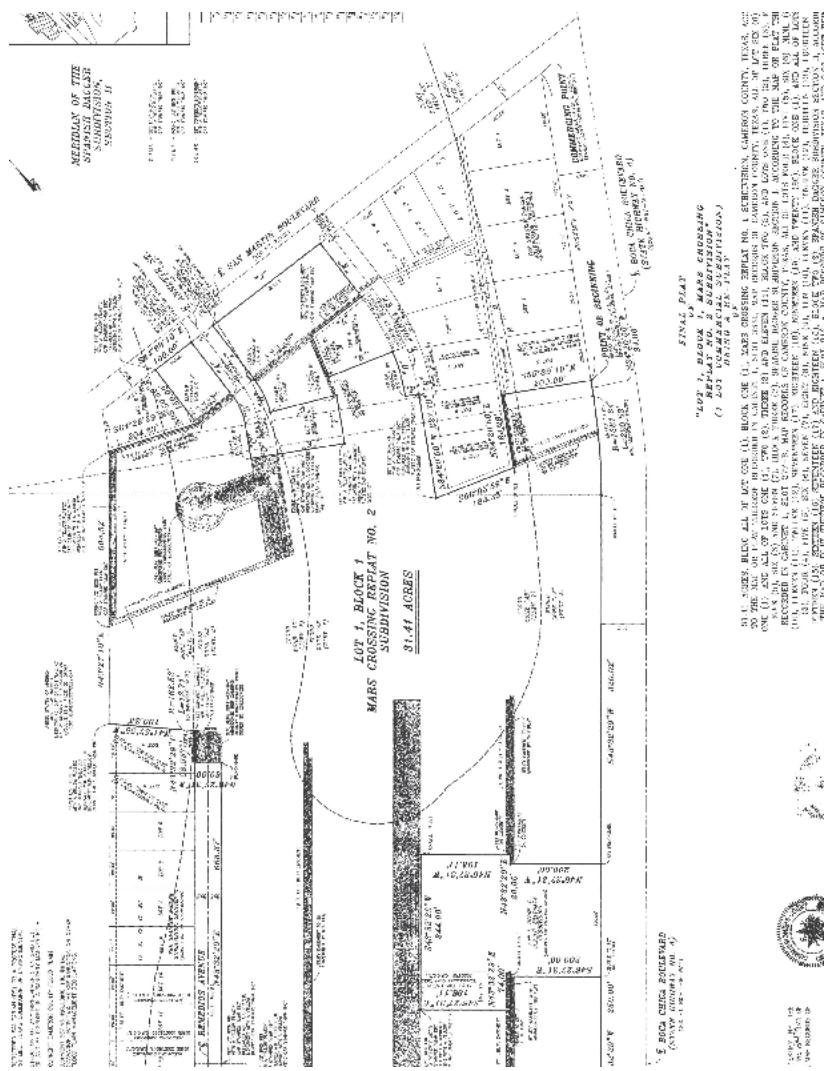


EXHIBIT "B"

Southwest corner of this tract;

THENCE along said West Right-of-Way line of Boca Chica River, State 23 min. 36 sec. N., 124.80 foot to the point of tangency of a curve in the of this tract;

THENCE along said curve to the point having a partial angle of 5 deg and a radius of 136.94 feet, a total arc length of 56.00 feet to a point corner of this tract;

THENCE E. 58 deg. 03 min. N., -103.10' not be a point, for the North tract,

THENCE N. 43 deg. 30 min. 26 sec. E., 389.16' feet to a point, for a

THENCE N. 36 deg. 23 min. 56 sec. E., 92.45' feet to a point on the S line of San Martin Blvd., for the Northwest corner of this tract;

THENCE along said South Right-of-Way line of San Martin Blvd., S. 84 E., 110.69' feet to the point of beginning containing 16.00 Acres of land

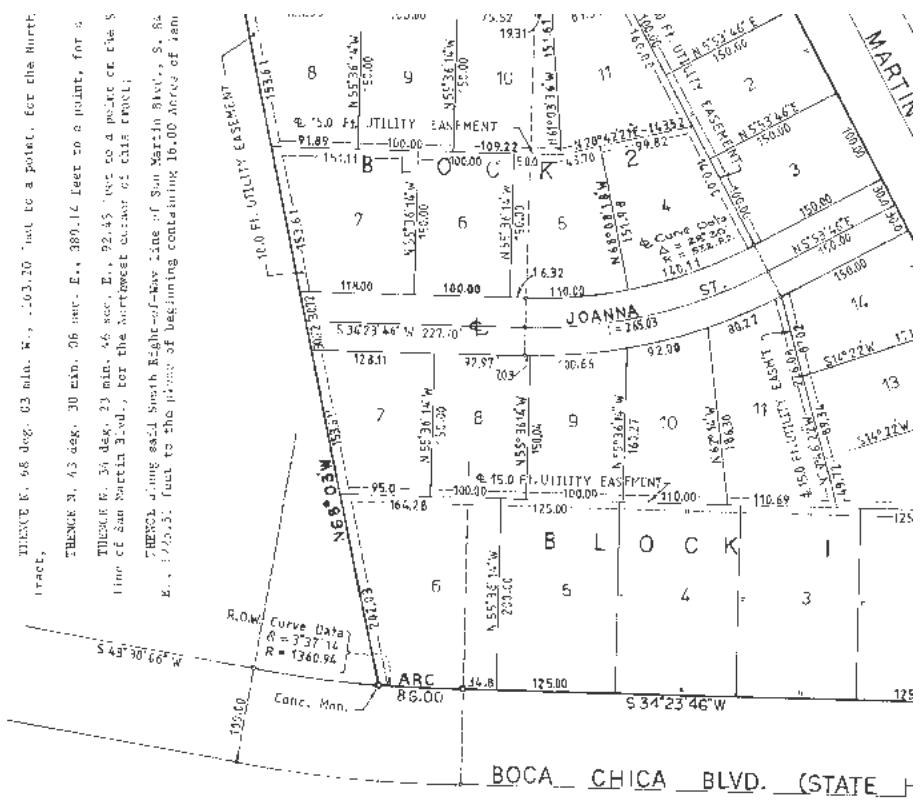


EXHIBIT “C”



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.

QUITCLAIM DEED

THE STATE OF TEXAS §

§ KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF CAMERON §

THIS QUITCLAIM DEED ("**Deed**") is made as of the ____ day of January 2026, by the City of Starbase, Texas, a general law municipality (hereinafter referred to as "**Grantor**") to Space Exploration Technologies Corporation, a corporation of the State of Texas ("**Grantee**").

Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, has QUITCLAIMED and does QUITCLAIM to Grantee, all of Grantor's right, title, and interest in and to the real property in Cameron County, Texas, fully described in **Exhibit A**, and all improvements located on it, together with all of Grantor's right, title, and interest in and to (a) any and all rights, titles, powers, privileges, easements, licenses, rights-of-way, and interests appurtenant to the real property and any improvements on the real property, and (b) any and all rights, titles, powers, privileges, easements, licenses, rights-of-way, and interests of Grantor, either at law or in equity, in possession or in expectancy, in and to any real estate lying in the streets, highways, roads, alleys, rights-of-way, or sidewalks, open or proposed, in front of, above, over, under, through, or adjoining the real property, and in and to any strips or gores of real estate adjoining the real property (collectively, "**Property**").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances to it in any way belonging, to Grantee, its successors, and its assigns forever, WITHOUT ANY WARRANTIES OR REPRESENTATIONS BY GRANTOR, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF CONDITION, MERCHANTABILITY, HABITABILITY, OR FITNESS FOR A PARTICULAR USE, OR WITH RESPECT TO THE VALUE, PROFITABILITY, OR MARKETABILITY OF THE PROPERTY; so that neither Grantor nor Grantor's heirs, administrators, executors, successors, or assigns will have, claim, or demand any right or title to the Property or any part of it.

Grantee, by its acceptance of this deed, assumes payment of all standby charges, ad valorem taxes, and assessments for the 2025 calendar year and later calendar years not yet due and payable, each to the extent attributable to all or part of the Property.

EXECUTED this ____ day of _____, 2026.

EFFECTIVE as of the execution date hereof.

GRANTOR:

City of Starbase, Texas

By: _____
Name: Bobby Peden
Title: Mayor

STATE OF TEXAS §
COUNTY OF CAMERON §

This instrument was acknowledged before me on the _____ day of _____, 2026 by
Bobbie Peden, Mayor of the City of Starbase, Texas.

Notary Public for the State of Texas

My Commission Expires:

ACCEPTANCE BY GRANTEE:

Space Exploration Technologies Corporation

By: _____

Name: _____

Title: _____

STATE OF TEXAS §
COUNTY OF CAMERON §

This instrument was acknowledged before me on the ____ day of January 2026 by

Notary Public for the State of Texas

My Commission Expires: _____

After Recording Return To:

Caroline Cole
City Clerk
39046 LBJ Blvd., Unit 2
Starbase, Texas 78521

Exhibit A
Property Description

Joanna Street is 1.19 acres of the 31.41 acre tract located between Block 1 and Block 2, in The Spanish Dagger Subdivision, Section II and Lot one (1), Block one (1) recorded in Cabinet 1, Page 277A, and on the Mars Crossing Replat No. 2 recorded in Cabinet 1, Page 4638 in the Map Records of Cameron County, Texas

STARBASE

CITY COMMISSION AGENDA MEMO

TO: Mayor and City Commission

FROM: City Administrator

MEETING DATE: January 8, 2026

ITEM: November 2025 Financial Report

SUMMARY

The City's financial report for November 2025 is attached for the City Commission's review and acceptance.

BACKGROUND

To be transparent with our finances, each month we include a financial report in the agenda packet on city transactions for the previous month. The City Commission is requested to review, discuss, and accept detailed financial reports documenting financial transactions for the previous month. Once accepted by the City Commission, the report will then be posted on the city website. At the Commission meeting, I will summarize the attached report and then be available to respond to any questions.

The December financial report is still being completed and will be presented at the February City Commission meeting along with the financial report for January 2026.

STAFF RECOMMENDATIONS

Following discussion, it is recommended that the November 2025 financial report be accepted.

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

ATTACHMENTS

November 2025 Financial Statement

City of Starbase

Financial Statements

November 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**

November 30, 2025

Assets	
Cash and cash equivalents	\$ 1,545,955
Accounts receivable	162
Taxes receivable	4,257,469
Total assets	\$ 5,803,586
<hr/>	
Liabilities, Deferred Inflows of Resources, and Fund Balances	
Liabilities	
Accounts payable	\$ 25,421
Other liabilities	725
Total liabilities	26,146
<hr/>	
Deferred inflows of resources	
Unavailable revenue - property taxes	4,257,469
Total deferred inflows of resources	4,257,469
<hr/>	
Fund balances	
Committed	50,000
Unassigned	1,469,971
Total fund balances	1,519,971
<hr/>	
Total liabilities, deferred inflows of resources, and fund balances	\$ 5,803,586

No assurance is provided on these financial statements and required supplementary information. Substantially all disclosures, Management's Discussion and Analysis, the Statement of Net Position and Statement of Activities 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 two months ended November 30, 2025

Revenues

Property taxes	\$ 22,193
Permits and Fees	20,088
Interest income	9,717
Miscellaneous revenue	81
Total revenues	52,079

Expenditures

Current	
General government	155,913
Public safety	60,000

Total expenditures	215,913
--------------------	---------

Excess (deficiency) of revenues over (under) expenditures	<u>(163,834)</u>
--	------------------

Net change in fund balances	(163,834)
-----------------------------	-----------

Fund balances, beginning of year	1,683,805
----------------------------------	-----------

Fund balances, end of year	<u>\$ 1,519,971</u>
----------------------------	---------------------

No assurance is provided on these financial statements and required supplementary information. Substantially all disclosures, Management's Discussion and Analysis, the Statement of Net Position and Statement of Activities 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 two months ended November 30, 2025</i>	Original Budget	Final Budget	Actual	Variance with Final Budget
				Positive (Negative)
Revenues				
Property taxes	\$ 4,279,661	\$ 4,279,661	\$ 22,193	\$ (4,257,468)
Permits and fees	158,000	158,000	20,088	(137,912)
Interest income	12,000	12,000	9,717	(2,283)
Miscellaneous revenue	15,000	15,000	81	(14,919)
Total revenues	4,464,661	4,464,661	52,079	(4,412,582)
Expenditures				
Current				
General government	1,433,446	1,433,446	155,913	1,277,533
Public safety	1,415,506	1,415,506	60,000	1,355,506
Debt service				
Principal	2,548,000	2,548,000	-	2,548,000
Total expenditures	5,396,952	5,396,952	215,913	5,181,039
Excess of revenues over expenditures	(932,291)	(932,291)	(163,834)	768,457
Other Financing Sources				
Proceeds from issuance of debt	1,000,000	1,000,000	-	1,000,000
Net change in fund balance	67,709	67,709	(163,834)	1,768,457
Fund balance, beginning of the year	-	-	1,683,805	(1,683,805)
Fund balance, end of year	\$ 67,709	\$ 67,709	\$ 1,519,971	\$ 84,652

No assurance is provided on these financial statements and required supplementary information. Substantially all disclosures, Management's Discussion and Analysis, the Statement of Net Position and Statement of Activities required by generally accepted accounting principles are omitted.

City of Starbase, Texas
General Fund Budget and Actual - Detailed
For the Month Ended November 30, 2025

	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
Revenues				
Property taxes	\$ 4,279,661	\$ 4,279,661	\$ 22,193	\$ (4,257,468)
Permits and fees				
New home permits	40,000	40,000	6,970	(33,030)
Existing home inspections	-	-	-	-
Commercial/Multifamily	100,000	100,000	2,636	(97,364)
Other - subdivision/plats/re-plats	10,000	10,000	10,482	482
Remodel/addition permits	4,000	4,000	-	(4,000)
Other permits	4,000	4,000	-	(4,000)
Interest income	12,000	12,000	9,717	(2,283)
Miscellaneous revenue				
Other revenue	10,000	10,000	81	(9,919)
Municipal court revenue	5,000	5,000	-	(5,000)
Total revenues	4,464,661	4,464,661	52,079	(4,412,582)
Expenditures				
General government				
Bank fees and charges	5,000	5,000	-	5,000
Office supplies	5,000	5,000	429	4,571
Office equipment	2,000	2,000	349	1,651
City meeting place and office lease	1,200	1,200	-	1,200
Postage and shipping	2,500	2,500	-	2,500
Printing and reproduction	5,000	5,000	-	5,000
City administration software	20,533	20,533	-	20,533
Branding and ad budget	24,000	24,000	2,000	22,000
Tec-refresh	177,000	177,000	23,997	153,003
Audit expense	60,000	60,000	5,146	54,854
Codification	10,000	10,000	-	10,000
Code administrator	5,000	5,000	-	5,000
Mapping	2,000	2,000	-	2,000
Building permit review and inspections	120,000	120,000	12,480	107,520
Code compliance	4,000	4,000	-	4,000
Contract services engineering	200,000	200,000	32,543	167,457
Contract services city clerk	175,500	175,500	18,646	156,854
Contract services city administrator	195,000	195,000	18,150	176,850
Contract services city attorney	276,000	276,000	-	276,000
Contract services	-	-	-	-
Dues and memberships	4,000	4,000	-	4,000

City of Starbase, Texas
General Fund Budget and Actual - Detailed
For the Month Ended November 30, 2025
(continued)

	Original Budget	Final Budget	Actual	Variance with Final Budget
				Positive (Negative)
<i>For the year ended September 30, 2025</i>				
Election expenses	15,000	15,000	-	15,000
Meeting expenses	1,000	1,000	-	1,000
Public notices	10,000	10,000	178	9,822
Elected official travel	5,000	5,000	-	5,000
Training and prof develop elected body	2,000	2,000	-	2,000
Training and prof develop staff	14,000	14,000	4,951	9,049
Community relations	2,000	2,000	-	2,000
Other operating expenses	25,000	25,000	222	24,778
Mosquito testing services	20,000	20,000	-	20,000
Tax appraisal services	22,713	22,713	16,668	6,045
Liability insurance	20,000	20,000	19,600	400
Telephone and internet	3,000	3,000	554	2,446
Public safety				
Municipal court costs	12,000	12,000	-	12,000
Municipal court judge	12,000	12,000	-	12,000
Prosecutor	12,000	12,000	-	12,000
Court Bailiff	12,000	12,000	-	12,000
Law enforcement ILA contract	1,300,000	1,300,000	-	1,300,000
Jail costs	7,506	7,506	-	7,506
Volunteer fire department expenses	60,000	60,000	60,000	-
Debt service				
Principal	2,548,000	2,548,000	-	2,548,000
Total expenditures	5,396,952	5,396,952	215,913	5,181,039
Excess of revenues over expenditures	(932,291)	(932,291)	(163,834)	768,457
Other Financing Sources				
Proceeds from issuance of debt	1,000,000	1,000,000	-	1,000,000
Total other financing sources	1,000,000	1,000,000	-	1,000,000
Net change in fund balance	67,709	67,709	(163,834)	1,768,457
Fund balance, beginning of the year	-	-	1,683,805	(1,683,805)
Fund balance, end of year	\$ 67,709	\$ 67,709	\$ 1,519,971	\$ 84,652

STARBASE

CITY COMMISSION AGENDA MEMO

TO: Mayor and City Commission

FROM: City Administrator

MEETING DATE: January 8, 2026

ITEM: Annual City Audit Report

SUMMARY

At the next City Commission meeting our annual audit report will be presented by our auditors.

BACKGROUND

The City Commission recently approved the firm, Burton, McCumber & Longoria, LLP, to conduct the required annual audit of City financial transactions during the city's first fiscal year (May-September 2025). They have now completed the audit (see attached) and will provide the Commission with a summary of the Audit at the Commission meeting.

With the City of Starbase being newly incorporated, the City's first financial policies and procedures were approved by the City Commission and implemented by city staff over the city's first five months. At the same time, we expected that there would be a need for additional financial policies and procedures to ensure that we maintain necessary financial controls and maintain compliance with all regulations. New financial management policies that the auditors recommend include investment policies and purchasing policies. In addition, the city needs to add policies covering the use of city credit cards and petty cash. With the Commission's concurrence, the City Administrator will prepare these policies and present them at either the February or March City Commission meeting for consideration.

STAFF RECOMMENDATIONS

Following any questions or comments from the City Commission, it is recommended that a motion be considered to "accept the annual City Audit and direct the City Administrator to move forward on implement the recommendations included in the Audit."

ATTACHMENTS

Annual audit report

STARBASE

CITY COMMISSION AGENDA MEMO

TO: Mayor and City Commission

FROM: City Administrator

MEETING DATE: January 8, 2026

ITEM: Proposed Starbase Community Library

SUMMARY

At the January 8 City Commission meeting a group of local residents will present their proposal for the City of Starbase to create a public library.

BACKGROUND

Over the past 4-6 months an informal group of local volunteer residents has been researching the need for a local public library. They have surveyed Starbase residents to document local support for establishing a library. They have also contacted representatives from municipal libraries as well as officials with state-wide library organizations to gain a better understanding of the steps that are involved in starting a library. At the City Commission meeting they will present the results of their work along with a proposal for establishing a Starbase Community Library

STAFF RECOMMENDATIONS

It is recommended that the City Commission consider the proposal for the new public library and provide directions on any additional information that is needed prior to consideration of approval of the plans for the library. If the Commission is supportive of the proposal as presented, then you should consider the following motion.

Suggested Motion: "It is moved that city staff proceed with preparation of an ordinance creating a Starbase Community Library and it is moved that the City Administrator provide recommendations on how the library could be funded in this year's Budget with this information to be considered at the next City Commission meeting on February 18."

ATTACHMENTS

Library Proposal

Library Presentation



Starbase Library Proposal

December 2025

Prepared by Starbase residents and volunteers Lois Wallace, Max Levin, Cayetana Polanco, Evan Noren, Jennifer Peden, and Rachel Styer **for** the City of Starbase Commission.

In response to enthusiasm from the Starbase community we've prepared this proposal to establish a community library. We're seeking support for a library which could open as soon as August 2026.

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<u>Library Vision & Survey Data</u>	3
<u>Why Accreditation?</u>	6
<u>Public Access</u>	7
<u>Legal Structure</u>	7
<u>Location Proposal</u>	8
<u>Cost Estimates - Startup and 1-Year Operating</u>	10
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<u>Conclusion</u>	12
<u>Appendix 1: Accreditation Requirement</u>	16
<u>Appendix 2: Detailed Costing</u>	18
<u>Appendix 3: Grants</u>	22

Library Vision & Survey Data

Vision

An accredited public library where Starbase community members can gather to read, learn and connect. The Starbase Library will serve as the heart of our growing city.

More than a collection of books, it will be a gathering space that fosters curiosity, culture, and shared discovery, enriching the lives of every Starbase resident.

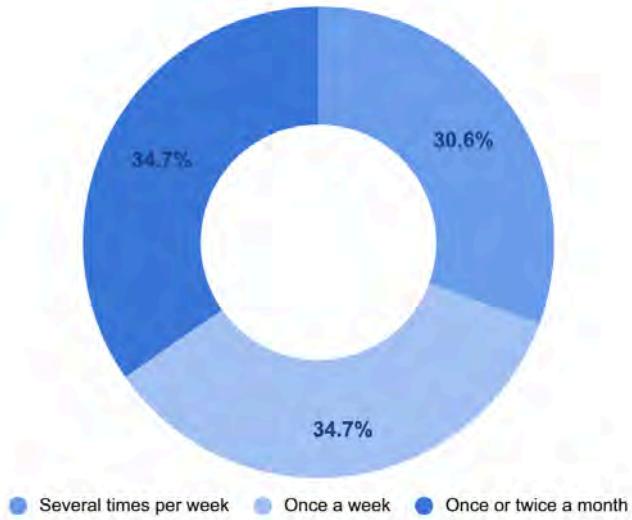


Library Survey Data

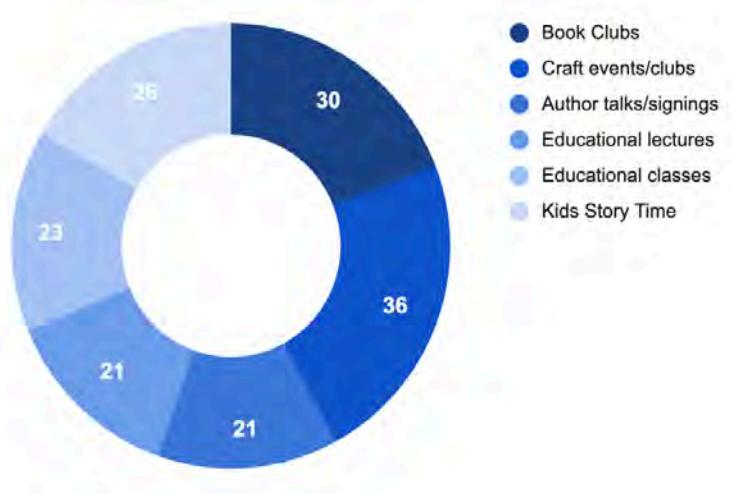
To ensure this initiative reflects the needs and interests of the Starbase community, a survey was conducted among 49 residents.

The results demonstrate strong interest in a community library that offers not only books, but also cultural events, study spaces, and opportunities for connection.

How often do you think you would visit the library?



What special programs would you or your household members participate in, if offered?



Survey Requests

Spaces & Extras	Collections
- Cozy children's area with toys, puzzles & reading nooks	- New releases, manga, children's books
- Kids story time	- Strong nonfiction (science, leadership, history)
- Coffee + comfy seating	- Full sci-fi/fantasy (e.g., Ian M. Banks) + classics
- Quiet nooks for reading/work	- E-books & audiobooks
- Board game corner	
- Community room for talks, clubs, events	
- Computers, printer, magazines	

As the population of Starbase City grows from 582 current residents to more than 1,000 in the coming year, the library can serve as a conduit for community building. Alleviating some of the event responsibilities from the Spaceport team and ensuring that, at the heart of our community, there is a place where people can read, be inspired by a talk, connect at an event, or simply spend a rainy afternoon playing games with friends.

Prioritizing the needs of all segments of our growing population, from individuals living far from home to young families, this space will ensure that the voices of Starbase residents are heard and that the programs and offerings of the library reflect the community's needs.

- **Fall 2025 population:** 322 employees, 126 kids, 134 plus ones = 582 residents
 - o 78% adults vs. 22% kids
- **Projected Summer 2026 population:** 582 current + ~486 estimated resident growth = ~1050 residents

Why Accreditation?

We believe that an accredited library is in the best interests of both SpaceX and the City of Starbase.

Accreditation = greater self-sufficiency

An non-accredited library would have more difficulty with obtaining grant funding and it would not be eligible for most resource-sharing programs such inter-library loans with other Texas state libraries.

An accredited library would be much more self-sufficient. Accredited libraries are eligible for grants that could fund book collections, digital services and even librarian and staff salaries. If accredited, our library would also be eligible for resource-sharing programs.

Requirements for accreditation are addressed in this proposal and are outlined in **Appendix 1**.



Public Access

If accredited, the library must be open to all Starbase residents at minimum, as the library would adopt the population of the government entity it contracts with (City of Starbase). Through agreement with the City and SpaceX access could extend access to other groups (employees, the schools).

Legal Structure

There are two viable options to legally establish the library:

- a) As a **municipal** library established by ordinance of the City of Starbase
- b) As a **nonprofit** corporation that enters into contract with the City of Starbase.

We welcome dialogue with the City of Starbase on the most mutually beneficial path forward, acknowledging the benefits of either option (high concordance):

Municipal Library	Non-Profit Library
<ul style="list-style-type: none">- Ensures community-led decisionmaking- Longevity through City management- At least 50% of local operating expenditure must come from the City- May still receive grants and donations	<ul style="list-style-type: none">- Reduced administrative burden for the City of Starbase- Greater operational flexibility- At least 50% of local operating expenditure must come from the City- Can receive tax-deductible donations from the community and private companies

We recommend municipal establishment with creation of a Library Department and a Library Board through the City of Starbase. The Board would report to the City Commission and oversee library operations.

Locations

ICON School Building (Kenmont)

A modern library space with longevity. One classroom dedicated to children's collections and one housing adult collections and the City cultural center. We also envision the library as a resource for Ad Astra students, as the upcoming school building will not include a library within its footprint.

Assuming the building is vacated by June 2026 at the latest we estimate that we can have the library open for operation in August 2026.



From a design perspective, we aim to embrace the solarpunk movement and create a library where technology, nature, and community coexist. To achieve this, we plan to prioritize a space that invites people to gather, create, and share. We will use natural textures, warm / natural lighting, organic palettes, and we will incorporate plants throughout both the indoor and outdoor areas. Wherever possible, we will reuse and recycle elements that add character to the space.

Cost Estimates - Startup and 1-Year Operating

Below, we have estimated the one-time costs for startup and recurring operational costs. Detailed costing included in **Appendix 2**.

In addition to whatever support the City of Starbase is generously willing to provide, we are seeking 2026 budget amendment to include \$139,000 in startup costs and \$21,975 in operational costs to support the first year of the Starbase Community Library.

	Startup	Operational
Staffing	—	\$13,000 salary** (part-time, contract) \$1,500 training
Collection	\$139,000 initial collection*	\$2,500 e/audiobook license \$1,000 ILL \$2,775 refresh
Insurance	—	\$1,200 Insurance
Subtotal	Total startup \$139,000	Total Yearly \$21,975
Total Year 1	\$160,975	

*To be offset by grants and donations.

**Part-time, contract City employee. Budget for April-October 2026 to align with City budget year.

Note: a requirement for municipal establishment supporting accreditation is updating a strategic plan with the City at least every 5 years. We propose monthly check-in during startup (prior to opening), quarterly written updates provided to the City, and annual review of the library budget.

Funding

In addition to whatever support SpaceX is generously willing to provide, the following may be available to the Library:

Grants:

It is our intention to apply for grant funding but we have prepared this proposal on the assumption that none will be available at the time of library establishment. We recommend that grants be incorporated as deductions from our rolling budget. A list of grants the library would be eligible for are captured in **Appendix 3**.

Donations:

As either a City municipal library or a 501(c)(3) nonprofit organization the Starbase Library would be eligible to receive donations which are tax-deductable for the donor and tax-exempt (for the nonprofit).

Note: For Texas accreditation operating expenditures are at least maintained or increased compared with the average of the previous three years (in total or per-capita).

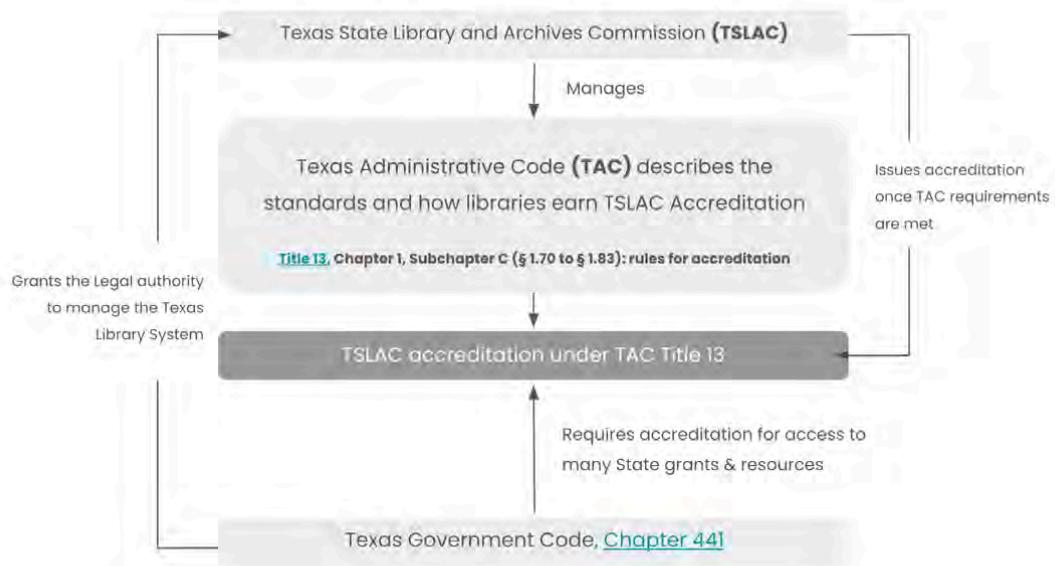
Conclusion

The Starbase Public Library is an investment in the City's cultural and intellectual life. It will serve as a welcoming space for residents of all ages, from children discovering their first books to engineers and families seeking a place to learn and connect. With City approval and partnership, the library can open its doors within the next year.

As the Library Committee, we are committed to working closely with all stakeholders to ensure the successful execution of this proposal and to supporting the library's growth so it can fully serve its mission. Once the strategic plan is approved, we will proceed with implementation and establish biweekly or monthly meetings for progress and budget reviews to ensure all relevant stakeholders remain informed. Every five years, per accreditation requirements, we will conduct a full strategic review in partnership with the City.

We thank you for your consideration of our proposal and welcome your feedback.

Appendix 1: Accreditation Requirements



Accreditation requires meeting all criteria, though [conditional accreditation](#) can be granted for up to 3 years if we meet all but 1 criteria.

	Requirement	Source	Implication
1	Legal Establishment	Rule §1.74	Legally established in one of four ways (two of which we believe are feasible)
2	Collection Size / Materials Investment	Rule §1.76 (a)-(c)	7,500 item minimum collection (can include electronic)
3	Service Hours	Rule §1.76 (d)	Must be open 20h per week
4	Library Director	Rule §1.76 (e), (f)	Must be staffed 20h per week
5	Local Expenditure	Rule §175 , Rule §1.76 (g)	Minimum local expenditures of at least \$5.50 per capita (2026-2028)

6	Professional Staffing	Rule §1.76 (h)	No professional librarian required
7	Website	Rule §1.77 (1)	Must have a public website listing hours, services, contact info
8	Resources	Rule §1.77 (2)	Must provide access the Internet and ability to print, copy, and scan
9	Catalog	Rule §1.77 (3)	Searchable catalog available on public website
10	Interlibrary Loan	Rule §1.77 (4)	Must participate in statewide interlibrary loan system
11	Strategic Planning	Rule §1.77 (5)	Strategic plan approved by the City every 5 years
12	Policies/Procedures	Rule §1.77 (6)	City-approved, publicly-available policies/procedures (4)

Appendix 2: Detailed Costing

Staffing Costs:

Library Director:

Accreditation requires that the library be staffed for 20 hours per week by a Library Director (not licensed) and that they earn 10 hours of continuing education credit annually. We recommend contracting a Starbase resident to be Library Director and supplementing with volunteers for special events.

- \$1,500 - Annual training budget
- \$2,000 - Monthly recurring Library Director salary
 - \$26,000/year (\$25/hour)

Note: We've assumed we'll be able to share SpaceX resourcing to provide janitorial, maintenance, lawn care, and pest control staff but could subcontract with SpaceX for these, if needed.

Collection Costs:

Accreditation Requirement: If serving $\leq 25,000$ people at least 7,500 collection items. At least 5% (375 items) published in the last 5 years.

Total Collection Size:	7500					
	% of collection	# of items	Collection Cost		Average Cost (used in calculation)	
% adult - physical books	39%	2925	Adult - physical books	\$49,725	Adult - physical books	\$17
% children - physical books	40%	3000	Children - physical books	\$45,000	Children - physical books	\$15
% audiobooks	10%	750	Audiobooks	\$54,750	Audiobooks	\$73
% eBooks	10%	750	eBooks	\$40,500	eBooks	\$54
% other	1%	75	Other	\$1,875	Other (magazine, board game)	\$25
TOTAL	100%	7500	TOTAL COST	\$189,975		

Library Management System:

- \$500- one-time cost for barcode printer & scanner

- \$1,500 - annual fee
 - The system that generates book barcodes, allows them to be scanned in/out, assigns due dates, etc.

Cost Estimate for eBooks and audio books

- \$95,000- one time purchase price
 - In response to 47 survey respondents who requested eBook and/or audiobooks.
- \$2,500 - annual recurring (license)
 - Highly variable depending on what we want to offer
 - Some free Libby books may be available through TexShare (TSLAC program)
 - Several free options that we could link through our website (Project Gutenberg, Open Library)

Cost Estimate for physical books

- \$50,000- one time purchase of an adult physical book collection
- \$45,000 - one time purchase of a children's physical book collection

Cost of Interlibrary Loans:

- \$1,000 - annual expense
 - Capped at \$1,000 for startup year (assumes 100 uses at ~\$100 per use).
 - To be reevaluated annually and adjusted based on use.

Note: required for accreditation.

Cost of Collection Refresh:

- \$2,775 - annual expense to keep a rolling 5% of the collection published within the last 5 years (required for accreditation).
 - 375 (5% of initial 7,500 collection) split over five years (75 items per year) at an overall average cost of \$37 per item.

Miscellaneous Costs:

Cost Estimate for website, catalog, and phone service:

- No cost; assuming we will have a webpage on the Starbase website
 - Accreditation requirement for a public website with searchable catalog (catalog to be password-protected)
- \$230 - yearly recurring catalog service license fees

Miscellaneous Costs:

- \$1,200 per year - library insurance (separate from facility)
- \$600- \$1,200 per month- facility cleaning every two weeks
- \$0 - facility maintenance (air conditioning, plumbing, yard) - *assumed covered by SpaceX*
- \$0- monthly utilities (water, electricity, WiFi) - *assumed covered by SpaceX*
- \$45 per month- Ramp for financial management

Appendix 3: Grants

The following are grants that the Starbase library may apply for:

Grant	Source	TSLAC accreditation required?	Amount	Use
Special Projects Grant	TSLAC	NO.	\$25,000— \$75,000	Staff Costs, Supplies
Meadows Foundation Education Grant	Meadows Foundation	NO.	≥ \$27,000	Pitch Dependent
Dollar General Literacy Program	Dollar General	NO.	\$3,000— \$10,000+	Youth Learning Programs
Humanities Texas Major Grants	Humanities Texas	NO.	≤ \$20,000	Community Programs
Woll Memorial Fund	TLA	NO.	≤ \$1,000	Collections
Family Place Libraries Grant	Family Place	YES.	\$8,000	Family Programs

General Library Grant	Tucker Foundation	NO.	Var.	Collections
Larson Grant	TLA	NO.	>\$500	Mystery Collection
Texas Reads Grant	TSLAC	YES.	Up to \$10,000	Reading promotion, literacy programs, early-childhood and family literacy, English-language learning, author visits, book clubs.
Library Infrastructure & Facility Improvement (LIFI)	TSLAC	YES.	Varies	Broadband, facility upgrades, technology infrastructure, meeting/quiet rooms, accessibility improvements.
NEH Public Programs / Humanities Grants	National Endowment for the Humanities (NEH)	NO.	Varies	Humanities programming, exhibits, public lectures, digital humanities, community history projects.
ALA Grants (Various)	American Library Association (ALA)	NO.	\$2,000–\$10,000	Capacity building, community engagement, digital access pilots, training, small

				equipment/stipends, program support.
Texas Book Festival Collections Enhancement	Texas Book Festival	NO.	~ \$2,500	Purchase of print/e-book/audiobook collections to meet community needs (collections enhancement).
Summer at the Library	Texas Library Association (TLA)	NO.	\$2,000 - \$7,500	Summer reading program support, outreach, programming supplies, events and prizes.

January 2026

Starbase Community Library

Proposal & Discussion



VISION

An accredited physical library where community members can gather to read, learn and connect. The Starbase Community Library will serve as the heart of our growing city.





Library Survey Data

49 survey responses

Top Priorities

- Cozy children's area with toys, puzzles & reading nooks
- Kids story time
- E-books & audiobooks
- Coffee + comfy seating
- Quiet nooks for reading/work

Collections

- New releases, manga, children's books
- Strong nonfiction (science, leadership, history)
- Full sci-fi/fantasy + classics

Spaces & Extras

- Board game corner
- Community room for talks, clubs, events
- Computers, printer, magazines

Proposal

A City of Starbase facility serving community members.

- City- established and funded
- Central Starbase location
- Staffed by a part-time librarian
- Seeking TSLAC accreditation
- Flexible space which can serve as a cultural center



Cost

In addition to whatever support the City of Starbase is generously willing to provide, we intend to **seek grant funding and donations** to support library costs.

We are seeking 2026 budget amendment to include **\$139,000 in startup costs** and **\$21,975 in operational costs** to support the first year of the Starbase Community Library.

	Startup	Operational
Staffing	—	\$13,000 salary** (part-time, contract) \$1,500 training
Collection	\$139,000 initial collection*	\$2,500 e/audiobook license \$1,000 ILL \$2,775 refresh
Insurance	—	\$1,200 Insurance
Subtotal	Total startup \$139,000	Total Yearly \$21,975
Total Year 1	\$160,975	

*To be offset by grants and donations.

**Part-time, contract City employee. Budget for April-October 2026 to align with City budget year.

Legal Establishment

For TSLAC accreditation the library must be legally established in one of four ways. We recommend **municipal establishment**.

The City Commission would:

1. Sign an ordinance establishing a City of Starbase Library department
2. Sign an ordinance establishing a Library Board
3. Appoint members to the Library Board
4. Sign an ordinance establishing the position of Starbase Community Librarian

For accreditation a **5-year strategic plan** must be maintained. We propose that the City and Library Board **review this plan annually**, and that during startup the Board provide the City **quarterly progress reports**.



Thank you!

Accreditation Requirements

Under Texas Administrative Code Title 13, Chapter 1, Subchapter C

	Requirement	Source	Implication
<u>1</u>	Legal Establishment	Rule §1.74	Legally established in one of four ways
<u>2</u>	Collection Size / Materials Investment	Rule §1.76 (a)-(c)	7,500 item minimum collection (can include electronic)
<u>3</u>	Service Hours	Rule §1.76 (d)	Must be open 20h per week
<u>4</u>	Library Director	Rule §1.76 (e), (f)	Must be staffed 20h per week
<u>5</u>	Local Expenditure	Rule §1.75 , Rule §1.76 (g)	Minimum local expenditures of at least \$5.50 per capita (2026–2028)
<u>6</u>	Professional Staffing	Rule §1.76 (h)	No professional librarian required
<u>7</u>	Website	Rule §1.77 (1)	Must have a public website listing hours, services, contact info
<u>8</u>	Resources	Rule §1.77 (2)	Must provide access the Internet and ability to print, copy, and scan
<u>9</u>	Catalog	Rule §1.77 (3)	Searchable catalog available on public website
<u>10</u>	Interlibrary Loan	Rule §1.77 (4)	Must participate in statewide interlibrary loan system
<u>11</u>	Strategic Planning	Rule §1.77 (5)	Strategic plan approved by the City every 5 years
<u>12</u>	Policies/Procedures	Rule §1.77 (6)	City-approved, publicly-available policies/procedures (4)

Library Accreditation Process

Why accreditation?

- It unlocks grant funding
- It unlocks resource sharing
- Accreditation ≠ Public Access

Accreditation requires meeting 7 criteria, though conditional accreditation can be granted for up to 3 years if we meet all but 1 criteria.



Accreditation Requirements 3,4, and 6: Personnel

Accreditation requirement 3:

- The library must be open for 20h/week, minimum

Accreditation requirement 4:

- A Library Director must be available minimum 20 hours per week

Accreditation requirement 6:

- No licensed librarian required for a population our size
- The Library Director needs 10 hours of continuing education annually

Proposal:

Hire a Starbase citizen as contract Library Director, supplement with volunteers.

- 20h per week, \$25/hr → \$26,000/year
- No requirement to provide benefits (cost isolated to salary)
- Additional \$1,500 year to attend TLA conference and meet continuing education requirement

STARBASE

CITY COMMISSION AGENDA MEMO

TO: Mayor and City Commission

FROM: City Administrator

MEETING DATE: January 8, 2026

ITEM: Agreement with Clear Career Professionals for Hiring Cayetana Polanco as Assistant City Administrator

SUMMARY

The current City Administrator is planning on leaving this position by September 30, 2026. Following his departure, he will still be available for consulting with the City on an as needed basis. In order to provide a smooth transition in the coming year, the City needs to hire an Assistant City Administrator.

BACKGROUND

The current City Administrator is intending to resign from the position no later than September 30, 2026. To provide for a smooth transition, the City needs to hire an Assistant City Administrator to train for certain administrative functions provided by the City. Once this training is provided, then the Assistant City Administrator can be considered by the City Commission for possible promotion to the City Administrator position.

In considering this newly proposed position, it is important that the Commission consider hiring a local resident who is familiar with the current and future needs of the community. Therefore, the proposed new position was advertised locally. One of the applicants, Cayetana Polanco, has broad management and leadership experience (see attached resume). Following her interview by the City Administrator, City Attorney and several members of the Starbase Advisory Committee, she is recommended for the Assistant City Administrator position. If hired, the current City Administrator will start a training process with her and provide regular updates to the City Commission.

STAFF RECOMMENDATIONS

It is recommended that the Commission consider the attached agreement for interim services with Clear Career Professionals LLC to retain the services of Cayetana Polanco to serve as Assistant City Administrator.

Suggested Motion: “move to approve the agreement with Clear Professional Services to retain the services of Cayetana Polanco as Assistant City Administrator.”

ATTACHMENTS

Agreement for Interim Services-Assistant City Administrator



Agreement for Interim Services

AGREEMENT

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

Scope of Services

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

Cayetana Polanco - Assistant City Administrator

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

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

Compensation

The City agrees to compensate Clear as follows:

Cayetana Polanco \$111.00 per hour worked and invoiced;

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

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

Term

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



Agreement for Interim Services

execution by the Mayor and approval by the City.

Workers' Compensation

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

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

Indemnification

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

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

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



Agreement for Interim Services

SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY CLEAR UNDER THIS AGREEMENT, WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES, AND THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT

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

Severability

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

Confidential Information

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

Termination

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

Notices

All notices under this Agreement shall be directed as follows:

To the City of Starbase

Mayor Bobby Peden

bobby.peden@starbase.texas.gov

39046 LBJ Boulevard

Brownsville, TX. 78521

To Clear:

Michael Boese, President Clear Career Professionals LLC

Michael@clearcareerpro.com



Agreement for Interim Services

3000 Custer Road, Suite #270191
Plano, TX 75075

Mediation & Arbitration

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

Governing Law and Venue

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

Entire Agreement

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

Approval and Acceptance

Approved and agreed to on this the _____ day of _____, 2026, by and between:

Michael Boese, President (Clear)

Mayor Bobby Peden, City of
Starbase, Texas

