



City of Starbase
Notice of City Commission Special Meeting

39046 L B J Boulevard

Starbase, TX 78521

Tuesday, February 3, 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 Special Meeting Agenda
Tuesday, February 3, 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. Discussion and action to appoint a City Clerk and administer Oath of Office.**
- E. Consent Agenda**
 - 1. Action on an agreement with Cameron County for the provision of election services for the May 2, 2026 general election and authorize the City Administrator to execute same.
 - 2. Action on an agreement with Clear Career Professionals to provide City Clerk services.
- F. Regular Session**
 - 1. Discussion and action on a resolution nominating the Starship Infrastructure Expansion Project as an enterprise project pursuant to the Texas Enterprise Zone Act.
 - 2. Discussion and action on a Beachfront Construction Certificate and Dune Protection Permit application.
 - 3. Discussion and action on a resolution authorizing the Mayor to execute all necessary documents to designate the City of Starbase as the long-term steward and conservation easement holder for the Rockhands Mitigation Bank.
- G. Executive Session:** In accordance with Texas Government Code, Chapter 551, the City Commission will recess into Executive Session (closed meeting) to discuss the following:
 - 1. **Section 551.071(2):** Consultation with attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551, regarding: Agreement for Law Enforcement Agency Establishment and Accreditation Services between the City of Starbase and Vision Quest Solutions, Inc.
- H. Reconvene into Open Session:** In accordance with Texas Government Code, Chapter 551, the City Commission will reconvene into Regular Session to consider and take appropriate action, if any, regarding any items discussed in Executive Session.

I. Regular Session

1. Discussion and action on an ordinance establishing the City of Starbase Police Department.

J. Adjourn

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

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

I, Interim City Clerk Gretchen Norton, 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.

Gretchen Norton

Gretchen Norton, Interim City Clerk
Date: 01/27/2026

STARBASE

CITY COMMISSION AGENDA MEMO

TO: Mayor and City Commission

FROM: City Administrator

MEETING DATE: February 3, 2026

ITEM: Designation of City Clerk

SUMMARY

With the recent resignation of Caroline Cole, Gretchen Norton is recommended to be promoted to the City Clerk position.

BACKGROUND

Recently Caroline Cole resigned as City Clerk for the City of Starbase. Gretchen has served as Assistant City Clerk for the past several months and has done an excellent job serving in this role. She has learned many of the functions for this position and has committed to continuing with her training process. Mayor Peden recently granted preliminary approval for her promotion subject to final approval by the City Commission.

STAFF RECOMMENDATIONS

It is recommended that Gretchen be promoted to the position of City Clerk

Suggested Motion: "motion to approve the promotion of Gretchen Norton to City Clerk"

ATTACHMENTS

Resume for Gretchen Norton

Gretchen Norton

EXPERIENCE

Hays Consolidated ISD, Kyle, TX — Teacher / GT Liaison August 2015 – May 2024

- Created, formatted, and distributed agendas, schedules, and official communications to staff, parents, and stakeholders.
- Maintained accurate digital and physical records in district databases in compliance with state guidelines and retention requirements.
- Coordinated and scheduled meetings, exhibitions, and events, ensuring materials, documentation, and AV support were prepared.
- Served as liaison for specialized programs, tracking eligibility, maintaining confidential files, and ensuring compliance with procedural requirements.
- Composed, proofread, and formatted documents and reports to meet district standards.
- Utilized Google Workspace, Microsoft Office Suite, and cloud-based tools for recordkeeping, data analysis, and collaborative planning.

San Marcos Consolidated ISD, San Marcos, TX — Teacher August 2007 – June 2014

- Maintained accurate, confidential student and program records for compliance with district and state policies.
- Prepared and distributed instructional materials, schedules, and program reports.
- Facilitated virtual and in-person meetings, using technology to coordinate communication between stakeholders.
- Served as mentor and trainer for new staff, providing guidance on compliance, recordkeeping, and process efficiency.

Clear Lake Emergency Medical Corps, Houston, TX — Administrative Assistant June 1996 – December 2021 (Part-time / concurrent)

- Reviewed and maintained written and digital files; performed data entry and prepared confidential reports.
- Assisted with personnel file management and coordinated administrative workflows.
- Tracked budgets and maintained financial records using spreadsheets and accounting procedures.
- Managed sensitive information and official documents with discretion in compliance with privacy requirements.

EDUCATION

Grand Canyon University, College of Education, Phoenix, AZ — *M.Ed. Curriculum and Instruction*

June 2009 - May 2011

Reading texts and writing reviews or responses to the information contained within. Working collaboratively with other students. *Magna Cum Laude*

Texas State University, College of Education, San Marcos, TX — *B.S. Interdisciplinary Studies, Minor: Psychology and English*

August 2002 - May 2006

Certified teacher Grades 4-8 in English Language Arts, Reading, and Social Studies. *Cum Laude*

SKILLS

- Personalized & Experiential Learning
- Project-Based Instruction
- Socratic Questioning
- Differentiated Instruction
- Public Exhibitions of Learning
- Educational Leadership
- Student Advocacy
- Program Coordination
- Communication & Collaboration
- Administrative Support
- Coordinate Schedules
- Certified CPR Instructor

Notary Public Commission

STARBASE

CITY COMMISSION AGENDA MEMO

TO: Mayor and City Commission

FROM: City Administrator

MEETING DATE: February 3, 2026

ITEM: Contract with Cameron County for Election Services

SUMMARY

The City needs to contract with Cameron County to handle our May 2 City Election.

BACKGROUND

Cameron County currently contracts with other governmental jurisdictions within the County to provide election services. Their services are needed to support the City of Starbase with our May 2 election. If the attached contract is approved, our City Clerk will work closely with County elections staff with regard to both early voting and voting on election day. The City budgeted \$15,000 for election expenses this year.

STAFF RECOMMENDATIONS

It is recommended that the City contract with Cameron County for election services for the May 2 city election.

Suggested Motion: "motion to approve the contract with Cameron County for election services."

ATTACHMENTS

Contract with Cameron County for election services.

THE STATE OF TEXAS

§

Contract No.

COUNTY OF CAMERON

§

THE CITY OF STARBASE CONTRACT FOR ELECTION SERVICES

FOR A GENERAL ELECTION TO BE HELD ON SATURDAY, MAY 2, 2026, TO BE
ADMINISTERED BY THE CAMERON COUNTY ELECTIONS DEPARTMENT

I. JURISDICTION

The City of Starbase (the Participating Authority) has called an election for May 2, 2026 in one (1) county election precinct (s) and proposes to open one (1) Election Day polling location (s).

II. ADMINISTRATION

The Cameron County Elections Administrator agrees to coordinate, supervise and handle all aspects of administering the election in accordance with provisions in the Texas Election Code and as outlined in this agreement. The Participating Authority agrees to pay Cameron County for equipment, supplies, services and administrative costs as outlined in this agreement. The Cameron County Elections Administrator will serve as administrator for the Election; however, the Participating Authority remains responsible for the lawful conduct of their elections and for the notice to their electorate of any changes in single-member district boundaries from previous elections.

III. LEGAL DOCUMENTS

The Participating Authority will be responsible for preparation, adoption and publication of all required election orders, resolutions, notices and any other pertinent documents required by their pertaining governing bodies.

Preparation of necessary bilingual materials for notices and preparation of the text for the official ballot will also be the responsibility of the Participating Authority. The Participating Authority will provide a copy of their election notices to the County Elections Administrator.

IV. VOTING LOCATIONS

The County Elections Administrator will select and arrange for the use of and payment for all voting locations. Voting locations will be, whenever possible, the usual voting locations for the precincts. The proposed voting locations are listed in Attachment "A", which is attached hereto and incorporated by reference as if fully set forth herein. In the event a voting location is not available, the Elections Administrator will arrange for the use of an alternate location with the approval of the Participating Authority. The Elections Administrator will notify the Participating Authority of any changes from the locations listed in Attachment A.

The Elections Administrator may send the Participating Authority a final version of Attachment A which reflects the actual locations to be used on the day of the election if changes become necessary.

V. ELECTION JUDGES, CLERKS AND OTHER ELECTION PERSONNEL

The Elections Administrator will be responsible for the appointment of the presiding judge and alternate for each polling location under the advisement of each Participating Authority. The Election Administrator shall arrange for the training and compensation of all presiding judges and clerks. The proposed election judges are listed in Attachment "B", which is attached hereto and incorporated by reference as if fully set forth herein. If a person is unable or unwilling to serve, the Elections Administrator will name a judge for the precinct.

The Elections Administrator will send the Participating Authority an updated version of Attachment "B", which reflects the names of judges who were sent the letter requesting services for this election, and a final version of Attachment "B" which reflects the names of the judges who actually presided on the day of the election.

The election judges are responsible for picking up election supplies at the time and place determined by the Elections Department (which will be set forth in the election judge letter requesting services for this election.)

For Election Day staffing of the Polling Locations, the presiding judge will receive up to \$17.00 per hour, alternate judge up to \$16.00 per hour and the election clerks up to \$15.00 per hour (for a maximum of 16 hours). The election workers will receive compensation for attending the election training session and \$40.00 for delivery of ballots and supplies to the designated sites after the polls close.

The Elections Administrator will employ other personnel necessary for the proper administration of the election, including such part-time help as is necessary to prepare for the election, to ensure the timely delivery of supplies and equipment during the period of early voting and on Election Day.

VI. EQUIPMENT SUPPLIES AND PRINTING

The Elections Department will arrange for the delivery of programmed and tested equipment to the voting locations. The Participating Authority will provide current district maps. The Elections Administrator will instruct the election judges in the reporting precincts that may have more than one ballot style on the procedures to properly conduct the election.

The Participating Authority will furnish the Elections Administrator a list of candidates and or propositions showing the order and the exact manner in which their names and/or proposition(s) are to appear on the official ballot. The list will be delivered to the Elections Administrator as soon as possible after the Participating Authority has determined ballot positions. The Participating Authority will be responsible for proofreading and approving the ballot in so far as it pertains to that authority's candidates and/or propositions.

VII. EARLY VOTING

Remi Garza, Elections Administrator, will be appointed as early voting clerk in compliance with Section 31.097 of the Texas Election Code. Deputy early voting clerks will be appointed as needed to conduct early voting at the main and branch locations. Each early voting supervisor will receive up to \$17.00 per hour and the clerks up to \$16.00 per hour. The early voting supervisor and the clerks will receive compensation for attending the election training session and \$30.00 for delivery of election supplies to the designated sites.

Early Voting by personal appearance will be conducted each weekday from Monday, April 20, 2026 through Tuesday, April 28, 2026, at on the intervening weekend depending on location. Please see locations, dates and hours of operation listed for each location in Attachment C:

Persons voting by mail will send their request and voted ballots to: Cameron County Elections Department
P. O. Box 3587
Brownsville, Texas 78523.

All ballots voted by mail will be prepared for counting by an early voting ballot board appointed in accordance with Section 87.001 of the Texas Election Code.

The Participating Authority agrees to appoint Laura Lee Ortiz as presiding judge of the Early Voting Ballot Board. A list of members will be furnished to the Participating Authority. The Early Voting Ballot Board will convene as the Late Ballot Board to consider properly postmarked overseas military ballots to be delivered and any provisional ballots cast.

VIII. RETURNS OF ELECTIONS

The Elections Department will be responsible for establishing and operating the Central Counting Station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this agreement.

The Participating Authority, in accordance with Sections 127.002, 127.003, and 127.005 of the Texas Election Code, appoints the following Central Counting Station officials:

Manager	Remi Garza, County Elections Administrator
Presiding Judge	Deborah Sloss
Tabulating Supervisor	Mary Vasquez

The manager or his representative will deliver timely cumulative reports of the election results as precincts are tabulated. The manager will be responsible for releasing cumulative totals and precinct returns from the election to the participating authorities, the press, and general public. Cameron County will operate an election result center (Central Count) to release election results at the County Courthouse, Central Jury Room, 974 East Harrison, Brownsville, Texas. The Participating Authority, upon request, may require release of returns be given only at a specified location other than from the result center.

The Cameron County Elections Department will prepare the unofficial canvass report after all precincts have been counted, and will deliver a copy of the unofficial canvass to the Participating Authority as soon as possible after all returns have been tabulated. Each participant will be responsible for the official canvass of their elections.

IX. ELECTION EXPENSES

A general administrative fee not to exceed 10% of the total cost of the election shall be assessed as authorized by the Texas Election Code, Sec. 31.100.

Final election expenses will be determined within 60 days after the election. The Elections Administrator will provide each Participating Authority a final accounting in writing of all funds deposited into their account and an accounting of all payments from each Participating Authority's account.

If additional funds are needed, the Elections Administrator will bill each Participating Authority in accordance with the expense formula previously agreed to by the Participating Authority. Any amount remaining will be refunded accordingly to each Participating Authority.

In the event of cancellation of this election, the Elections Administrator may assess charges for costs incurred and services rendered in preparation for the election.

X. DEPOSIT OF FUNDS

The Participating Authority agrees to deposit with the Cameron County Elections Administrator, by no later than February 13, 2026, a sum equal to 60% of the total estimated cost (Attachment D) of election expenses to be paid to Cameron County as administrator of the election. The final payment to be paid within 30 days after receipt of the summary of final cost submitted to the Participating Authority by the Office of the Elections Administrator. The funds will be placed in a special election account to be used by the County for paying expenses as outlined in this agreement. No funds will be expended by Cameron County except for supplies and services outlined in this agreement, or except as may be agreed to, in writing, by the Participating Authority.

The estimated cost is \$21,120.00 The amount to be deposited is \$12,672.00. Deposits should be delivered to:

Remi Garza
County Elections Administrator
1050 E. Madison St.
P. O. Box 3587
Brownsville, Texas 78520

XI. RECORDS OF THE ELECTION

Remi Garza, Elections Administrator, is hereby appointed general custodian of the voted ballots and all records of the Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records will be available to each Participating Authority as well as to the public in accordance with the Texas Public Information Act, Chapter 552, Government Code, at the Elections Department, 1050 E. Madison, Brownsville, Texas, at any time during normal business hours. The Elections Administrator shall ensure that the records are maintained in an orderly manner, so that records are clearly identifiable and retrievable per records storage container.

Records of the election will be retained and disposed of in accordance with the records retention schedules which may have been adopted by each Participating Authority, and in accordance with the provisions of Title 6, Subtitle C, Chapters 201 through 205, Texas Local Government Code, including the minimum retention requirements established by the Texas State Library and Archives Commission. If records of the election are involved in any pending election contest, investigation, litigation, or Texas Public Request, the Election Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of any Participating Authority to bring to the attention of the Elections Administrator any notice of any pending election contest, investigation, litigation, or Texas Open Records Request which may be filed with a Participating Authority.

XII. RUNOFF ELECTION

In the event a runoff is necessary, the agreement will automatically be extended to cover the runoff. The Elections Administrator will provide participants in the runoff election with an estimate of funds to be deposited in a runoff election account. The funds must be deposited no later than seven (7) days after the runoff estimate figures are received from the Elections Administrator.

XIII. CONTRACT WITHDRAWAL

The participants may withdraw from the election contract in accordance with Sections 2.051, 2.052 and 2.053 of the Texas Election Code. Any expenditure incurred prior to withdrawal shall be billed separately and shall be removed from the contract (see also Section IX of this contract).

XIII. NOTICE

Whenever this agreement requires any consent, approval notice, request or demand, it must be in writing to be effective and shall be delivered to the party intended to receive it as shown below:

Remi Garza
County Elections Administrator
P. O. Box 3587
Brownsville, Texas 78523

Caroline Cole
City Clerk
39046 LBJ Blvd, Unit 02
Starbase, Texas 78521

Executed on this _____ day of _____, 2026.

RECOMMENDED FOR APPROVAL BY
COUNTY OF CAMERON



Remi Garza
Elections Administrator

11/8/2026
Date

ACCEPTED AND AGREED TO BY
City of Starbase

Bobby Peden
Mayor

Date

ATTEST:

Date



REMI GARZA, CERA
ELECTIONS ADMINISTRATOR

October 30, 2025

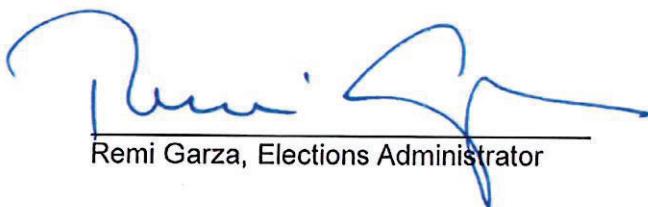
House Bill 2524, SOS Election Advisory No. 2009-14
RE: Conducting Criminal Background Check

PURPOSE:

To secure and ensure the purity of the Elections conducted by the Cameron County Elections/Voter Registration Department.

Certification:

The Cameron County Elections/Voter Registration Office Certifies that a criminal background check has been conducted, in compliance with Texas Election Code § 129.051 (g), enacted by the 81st Texas Legislature in House Bill 2524 and which went into effect on September 1, 2009, on all employees, permanent and temporary, that may program, test, perform maintenance, transport equipment, or perform maintenance, transport equipment, or perform technical support on the voting system equipment for all election has been performed by the Cameron County Office of Human Resources. We report no findings that would prevent our department employees from performing their assigned duties.



Remi Garza, Elections Administrator

10/30/25
Date



Cameron County
Department of Elections & Voter Registration
Remi Garza, Elections Administrator

City of Starbase Contract for Election Services

Recommend for Approval By
County of Cameron

Remi Garza, CERA
Elections Administrator

A blue ink signature of the name "Remi Garza" is written over a horizontal line.

Date Signed

Attest:

Llesica Crafts, Office Manager

Date Signed

Accepted and Agreed to By
City of Starbase

Bobby Peden, Mayor

Date Signed

Attest:

Gretchen Norton
Caroline Cole, City Clerk

Date Signed

STARBASE

CITY COMMISSION AGENDA MEMO

TO: Mayor and City Commission

FROM: City Administrator

MEETING DATE: February 3, 2026

ITEM: Agreement with Clear Career Professionals for City Clerk Services

SUMMARY

With the promotion of Gretchen Norton to City Clerk, a new agreement with Clear Career Professionals is needed for her services to the City.

BACKGROUND

Previously the City Commission approved an agreement with Clear Career Professionals for her services as Assistant City Clerk. With her promotion to the position of City Clerk, a new agreement is now needed.

STAFF RECOMMENDATIONS

It is recommended that the agreement with Clear Career Professionals for Gretchen Norton to serve as City Clerk be approved.

Suggested Motion: “move to approve the agreement with Clear Career Professionals for Gretchen Norton to provide services serving as City Clerk be approved.”

ATTACHMENTS

Agreement with Clear Career Professionals for City Clerk services.



Agreement for Interim Services

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

Scope of Services

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

Gretchen Norton – City Clerk

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

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

Compensation

The City agrees to compensate Clear as follows:

The City agrees to compensate Clear as follows:

Gretchen Norton - \$75.00 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 execution by the Mayor and approval by the City.



Agreement for Interim Services

Workers Compensation

Personnel provided by Clear are independent contractors and Clear shall not be responsible for compliance with all state and federal requirements for workers compensation, 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 NEGIGENT ACT, ERROR OR OMISSION OF CLEAR, OR OF ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, VOLUNTEER OR SUBCONTRACTOR OF CLEAR WHILE IN THE EXERCISE OR PERFORMANCE OF THIS AGREEMENT. NOTHING HEREIN SHALL WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO THE CITY UNDER LAW. OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY CLEAR UNDER THIS AGREEMENT, WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES, AND THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT



Agreement for Interim Services

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 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

[Contact Name]

[Email Address]

[Mailing Address]

To Clear:

Michael Boese, President Clear Career Professionals LLC

Michael@clearcareerpro.com

3000 Custer Road, Suite #270191

Plano, TX 75075



Agreement for Interim Services

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)

City of Starbase

STARBASE

CITY COMMISSION AGENDA MEMO

TO: Mayor and City Commission

FROM: City Administrator

MEETING DATE: February 3, 2026

ITEM: Resolution Correcting Previous Nominating Resolution for Enterprise Zone Project

SUMMARY

A resolution is needed to make minor corrections to the wording in the previous resolution adopted by the Commission on the Starship Infrastructure Expansion Project.

BACKGROUND

Following the recent review of our application for approval as an enterprise zone project, the Governor's Office notified the City that the name of the project in the application was not consistent with the name of the project in the resolution. Therefore, they requested a new resolution that provides consistency in the name of the project as the Starship Infrastructure Expansion Project.

STAFF RECOMMENDATION

It is recommended that the attached resolution correcting the previous resolution for the Starship Infrastructure Expansion Project be approved.

Suggested Motion: "motion to approve the resolution nominating the Starship Infrastructure Expansion Project as a Texas Enterprise Zone Project."

ATTACHMENTS

Resolution Nominating the Starship Infrastructure Expansion Project as an Enterprise Zone Project

CITY OF STARBASE, TEXAS
RESOLUTION NO. 2026-02

**A RESOLUTION OF THE CITY OF STARBASE, TEXAS, NOMINATING THE
STARSHIP INFRASTRUCTURE EXPANSION PROJECT AS AN ENTERPRISE
ZONE PROJECT FOR THE QUALIFIED BUSINESS SPACE EXPLORATION
TECHNOLOGIES CORP. PURSUANT TO THE TEXAS ENTERPRISE ZONE
ACT; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Starbase, Texas (City) has previously passed Ordinance No. 2025-11-19-EO1-OR electing to participate in the Texas Enterprise Zone Program, and the local incentives offered under this resolution are the same on this date as were outlined in Ordinance No.2025-11-19-EO1-OR; and

WHEREAS, the Office of the Governor Economic Development and Tourism (EDC) through the Economic Development Bank (Bank) will consider the application by Space Exploration Technologies Corp. for the project known as Starship Infrastructure Expansion Project as an enterprise project pursuant to a nomination and an application made by the City; and

WHEREAS, the City desires to pursue the creation of the proper economic and social environment in order to induce the investment of private resources in productive business enterprises located in the City and to provide employment to residents of enterprise zones and to other economically disadvantaged individuals; and

WHEREAS, pursuant to Chapter 2303, Subchapter F of the Texas Enterprise Zone Act, Texas Government Code (the "Act"), Space Exploration Technologies Corp. has applied to the City for designation of the Starship Infrastructure Expansion Project as a triple jumbo enterprise project; and

WHEREAS, the City finds that the applicant Space Exploration Technologies Corp. meets the criteria for designation as an enterprise project for the Starship Infrastructure Expansion Project under Chapter 2303, Subchapter F of the Act on the following grounds:

1. Space Exploration Technologies Corp. is a "qualified business" under Section 2303.402 of the Act since it will be engaged in the active conduct of a trade or business at a qualified business site located in an enterprise zone and at least twenty-five percent (25.0%) of the business' new employees will be residents of an enterprise zone, economically disadvantaged individuals, or veterans; and
2. There has been and will continue to be a high level of cooperation between public, private, and neighborhood entities within the area; and

3. The designation of the Starship Infrastructure Expansion Project, set forth by the applicant and qualified business Space Exploration Technologies Corp., as an enterprise project will contribute significantly to the achievement of the plans of the City for development and revitalization of the area.

WHEREAS, the City finds that Space Exploration Technologies Corp., and its Starship Infrastructure Expansion Project meets the criteria for tax relief and other incentives adopted by the City and nominates Space Exploration Technologies Corp., for the project known as Starship Infrastructure Expansion Project for triple jumbo enterprise project status on the grounds that it will be located at the qualified business site, will create a higher level of employment, economic activity and stability, and the triple jumbo designations will count as three designations respectively against the total number of designations allowed to the City; and

WHEREAS, the City finds that it is in the best interest of the City to nominate Space Exploration Technologies Corp. and its Starship Infrastructure Expansion Project as an enterprise project pursuant to the Act;

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

SECTION 1. That the findings of the City and its actions approving this resolution taken at the Council meeting are hereby approved and adopted.

BE IT FURTHER RESOLVED that Space Exploration Technologies Corp. is a "qualified business", as defined in Section 2303.402 of the Act, and the Starship Infrastructure Expansion Project meets the criteria for designation as an enterprise project, as set forth in Section 2303, Subchapter F of the Act.

BE IT FURTHER RESOLVED that the enterprise project shall take effect on the date of designation of the enterprise project by the agency and terminate five (5) years thereafter.

PASSED AND APPROVED by the City Commission on the ____th day of January 2026.

CITY OF STARBASE, TEXAS

Bobby Peden, Mayor

ATTEST:

Gretchen Norton, City Clerk

APPROVED AS TO FORM:

Marie Johnson, Assistant City Attorney

THE STATE OF TEXAS §
§
COUNTY OF CAMERON §

I, Gretchen Norton, City Clerk of the City of Starbase, Texas do hereby certify that the above and foregoing is a true and correct copy of Resolution Number _____ passed by the City of Starbase City Commission on the 19th day of November 2025.

(City Seal)

Gretchen Norton
City Clerk

THE STATE OF TEXAS
COUNTY OF CAMERON

BEFORE ME, the undersigned authority, on this day personally appeared Gretchen Norton of the City of Starbase, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this day of January 2026.

Notary Public, State of Texas

My commission expires:

(Notary Seal)

STARBASE

CITY COMMISSION AGENDA MEMO

TO: Mayor and City Commission

FROM: City Administrator

MEETING DATE: February 3, 2026

ITEM: Beachfront Construction Certificate and Dune Protection Permit for SpaceX for Construction of Road and Retaining Wall

SUMMARY

In order for SpaceX to construct a new roadway and retaining wall shown on the attached maps, the City must approve a Beachfront Construction Certificate and Dune Protection Permit as required by the General Land Office (GLO).

BACKGROUND

SpaceX has recently submitted an application to the City for a Beachfront Construction Certificate and Dune Protection Permit. Our engineering firm, Halff, has reviewed the application to ensure that the project avoids adversely impacting the dunes and dune vegetation. Mario Garcia from Halff plans to attend the meeting to discuss their review process and respond to any questions. During this review process, Halff has consulted with GLO to ensure that the proposed project meets all State requirements. The comments from GLO are attached

STAFF RECOMMENDATIONS

Based upon our engineering review and input from GLO it is recommended that the Beachfront Construction Certificate and Dune Protection Permit be approved.

Suggested Motion: “move to approve the issuance of a Beachfront Construction Certificate and Dune Protection Permit (GLO BDSC-26-0009) based upon compliance with specific conditions as stated in the Certificate and Permit.”

ATTACHMENTS

Letter from GLO Dated January 23, 2026

Proposed Permit

Maps Showing Location of Project

STARBASE

01/26/2026



Lot Applicant: Space Exploration Technologies Corp. c/o/ Dogleg Park, LLC

Site Address: Starbase Launch Site Subdivision Blk 1 Lot 1

Legal Description:

Starbase Launch Site Subdivision Blk 1 Lot 1 (2026 CA-5241 CCMR Filed 10/27/2025)

GLO ID No.: BDSC-26-0009

RE: Beachfront Construction Certificate and Dune Protection Permit (Beach Dune Permit)

A Beachfront Construction Certificate and Dune Protection Permit is hereby granted to Space Exploration Technologies Corp for the construction of launch support infrastructure, which includes a proposed concrete road and retaining wall. The applicant also proposes on-site compensation for adverse impacts to 7.7 cubic yards of dunes and 570 square feet of dune vegetation, and to plant additional vegetation in low-lying areas for dune restoration. The proposed construction is located more than 200 feet landward of the line of vegetation and landward of the Eroding Area Boundary. According to the Bureau of Economic Geology, the shoreline is eroding at a rate of five to six feet per year.

Your request for a Beachfront Construction Certificate and Dune Protection Permit is approved. This approval is based on GLO comment letter dated January 23, 2026, and is attached for documentation.

Activity authorized by this Beachfront Construction Certificate and Dune Protection Permit (Beach Dune Permit) shall begin within six (6) months and shall be valid up to three (3) years from date of issuance unless an extension request has been approved prior to the expiration date. The Beach Dune Permit expiration date is February 3, 2029.

You are required to adhere to the following special conditions:

- All work and mitigation must be performed as outlined in the Beachfront Construction Certificate and Dune Protection Permit Application provided by the

applicant. Any deviation from the proposed project and/or Mitigation Plan shall be coordinated with the City of Starbase before any construction occurs.

- **The City of Starbase must be notified seven (7) business days before construction begins.**
- **The City of Starbase must be notified seven (7) business days prior to construction completion of the proposed improvements.**
- **The permittee must complete the sand placement and dune vegetation relocation or planting portion of the mitigation plan within one (1) year of initiation of construction.**

The following comments shall be conformed to regarding the proposed construction:

1. The applicant must adhere to all aspects of City of Starbase Dune Protection and Beach Access Plan Ordinances (§5.2.1 & §5.2.2)
2. The applicant must adhere to all aspects of the Texas Administrative Code Title 31. Natural Resources and Conservation, Part 1. General Land Office, Chapter §15. Coastal Area Planning.
3. The construction activities must minimize impacts on natural hydrology and must not cause erosion of adjacent properties. The applicant shall direct all stormwater inland away from the critical due area, public beach, and adjacent properties.

Any changes (whether intentional, unintentional, or unanticipated) in the project design, construction methods, construction materials, or in the condition of the construction site that occur after issuance of this permit constitute a “Material Change.” Should a material change exist, no further construction is authorized under this permit until the changes have been reviewed by the City of Starbase and GLO for consideration of an amendment to this permit. The City of Starbase may conduct inspections during and following completion of construction.

The approval of this Beachfront Construction and Dune Protection Permit does not constitute whether a structure is safe or whether the land will not erode or flood. Building within 1,000 feet of the mean high tide line comes with unique risks that the owner needs to take into account before building.

Work approved under this permit shall be completed within three (3) years from the date this permit is issued. If work is not completed within this timeframe, it will be necessary for the applicant to reapply for a Beachfront Construction Certificate/Dune Protection Permit, unless an extension of the period, prior to the expiration, has been submitted to the City of Starbase and subsequently approved after review.

Attachments: A) Authorized Plans

B) GLO Comment Letter

By: _____

Robert "Bobby" Peden, Mayor

Attested By: _____

Gretchen Norton, City Clerk and Municipal
Court Clerk



TEXAS GENERAL LAND OFFICE
COMMISSIONER DAWN BUCKINGHAM, M.D.

January 23, 2026

Via Electronic Mail

Kent Myers
City Administrator
City of Starbase
39046 L B J BLVD UNIT 02
Brownsville, TX 78521

Beachfront Construction Certificate and Dune Protection Permit in the City of Starbase

Legal Description: Starbase Launch Site Subdivision Blk 1 Lot 1 (2026 C1-5241 CCMR Filed 10/27/2025)

Lot Applicant: Space Exploration Technologies Corp. c/o Dogleg Park LLC
GLO ID No.: BDSC-26-0009

Dear Mr. Myers:

The General Land Office (GLO) has reviewed the large-scale application materials for a beachfront construction certificate and dune protection permit for the above-referenced location. The applicant proposes to construct a concrete road with a retaining wall. The applicant also proposes on-site compensation for adverse impacts to 7.7 cubic yards of dunes and 570 square feet of dune vegetation, and to plant additional vegetation in low-lying areas for dune restoration. The proposed construction is located more than 200 feet landward of the line of vegetation and landward of the Eroding Area Boundary. According to the Bureau of Economic Geology, the shoreline is eroding at a rate of five to six feet per year.

Based on the information provided to our office for review, we have the following comments:

- The proposed construction must include engineering drainage controls to prevent concentrated runoff toward the beach or dune system.¹ No impervious foundation shall be permitted where it would cause ponding, channeling, or dune destabilization.² The City must ensure that construction is designed so as to minimize impacts on natural hydrology. Construction shall not cause erosion to adjacent properties, critical dune areas, or the public beach.³
- The applicant must take measures to avoid adversely impacting dunes and dune vegetation not proposed in the permit application, such as not placing equipment on dunes and minimizing foot traffic on dunes and dune vegetation.⁴

¹ City of Starbase Dune Protection and Beach Access Plan § 5.2.1.

² City of Starbase Dune Protection and Beach Access Plan § 5.2.2.

³ 31 Tex. Admin. Code § 15.6(h).

⁴ 31 Tex. Admin. Code § 15.4(f)(1).

- Restored dunes must be continuous with any surrounding naturally formed dunes and must approximate the natural position, contour, volume, elevation, vegetative cover, and sediment content of any naturally formed dunes in the proposed dune restoration area.⁵
- The applicant must complete the sand placement and dune vegetation relocation or planting portions of the mitigation plan within one year of initiation of construction.⁶ The GLO requests that the City notify the GLO of the date of the initiation of construction.
- The applicant shall be deemed to have failed to achieve compensation if a 1:1 ratio has not been achieved within three years after initiation of construction. If compensation is not completed, the GLO may initiate enforcement as provided in 31 Tex. Admin. Code § 15.9.⁷
- The applicant must conduct compensation efforts continuously until the repaired, rehabilitated, and restored dunes and dune vegetation are equal or superior to the pre-existing dune vegetation.⁸ These efforts shall include preservation and maintenance of restoration activities pending completion of compensation.⁹
- The City shall determine a compensation project is complete when the dune restoration project's position, contour, volume, elevation, and vegetative cover matches or exceeds the surrounding naturally formed dunes.¹⁰ The City shall provide written notification to the GLO after determining that compensation is complete. The GLO may conduct a field inspection to verify compliance.¹¹
- Where a mitigation plan is required, the applicant must provide landowners immediately adjacent to the tract with notice of the hearing at least 10 days prior to the hearing on the application.¹²

In the event of a material change to the site conditions or the proposed construction, a new or amended beachfront construction certificate and dune protection permit is required.¹³ If you have any questions, please contact me at (512) 463-1278 or at michelle.leslie@glo.texas.gov.

Sincerely,



Michelle Leslie
Manager, Beach Access & Dune Protection Program
Coastal Resources Division
Texas General Land Office

⁵ 31 Tex. Admin. Code § 15.7(e)(3).

⁶ 31 Tex. Admin. Code § 15.4(g)(5).

⁷ 31 Tex. Admin. Code § 15.4(g)(5).

⁸ 31 Tex. Admin. Code § 15.4(g)(2).

⁹ 31 Tex. Admin. Code § 15.4(g)(2).

¹⁰ 31 Tex. Admin. Code § 15.4(g)(3).

¹¹ 31 Tex. Admin. Code § 15.4(g)(4).

¹² 31 Tex. Admin. Code § 15.4(b)(5).

¹³ 31 Tex. Admin. Code § 15.3(t)(5).

STARBASE

CITY COMMISSION AGENDA MEMO

TO: Mayor and City Commission

FROM: City Administrator

MEETING DATE: February 3, 2026

ITEM: Confirming Execution of Agreement with U.S. Army Corps of Engineers for the Rockhands Mitigation Bank and Rectifying Prior Action

SUMMARY

The City has received confirmation that the agreement with the U.S. Army Corps of Engineers has been signed, enabling the City to fulfill its responsibilities as the Conservation Easement Holder and Long-Term Steward for the Rockhands Mitigation Bank. This item requests Commission confirmation of the executed agreement and includes language to rectify any prior actions or authorizations related to this matter.

BACKGROUND

The City and SpaceX have collaborated with the U.S. Army Corps of Engineers to ensure fulfillment of the specific responsibilities associated with the Rockhands Mitigation Bank. This agreement stems from the August 20, 2025 Letter of Intent, which states that “the bank sponsor, SpaceX, will provide appropriate financial support and resources to enable the City of Starbase to fulfill its responsibilities as both the Conservation Easement Holder and Long-Term Steward of the property.”

The agreement has now been fully executed and signed. To align with this development and address any prior preliminary or conditional actions taken by the Commission (such as authorizations anticipating final execution), the motion includes rectifying language to confirm and ratify the signed agreement.

STAFF RECOMMENDATIONS

It is recommended that the City Commission confirm the executed agreement with the U.S. Army Corps of Engineers for the Rockhands Mitigation Bank, authorize the Mayor's signature as already affixed, and include rectifying language for any prior related actions.

“Motion to confirm the executed agreement with the U.S. Army Corps of Engineers for the Rockhands Mitigation Bank, ratify the Mayor's signature thereon, and rectify any prior actions or authorizations related to this matter to reflect the agreement's final execution and the City's ongoing responsibilities as Conservation Easement Holder and Long-Term Steward.”

ATTACHMENTS

CITY OF STARBASE, TEXAS

RESOLUTION NO. 2026-2

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STARBASE, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE ALL NECESSARY DOCUMENTS TO DESIGNATE THE CITY OF STARBASE AS THE LONG-TERM STEWARD AND CONSERVATION EASEMENT HOLDER FOR THE ROCKHANDS MITIGATION BANK; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Space Exploration Technologies Corp. ("SpaceX") is developing the Rockhands Mitigation Bank located in Cameron County, Texas, pursuant to applicable federal and state mitigation banking requirements; and

WHEREAS, the Rockhands Mitigation Bank is being reviewed by the U.S. Army Corps of Engineers, Galveston District, in accordance with Section 404 of the Clean Water Act and related regulatory guidance; and

WHEREAS, the City Commission of the City of Starbase has determined that serving as the Conservation Easement Holder and Long-Term Steward for the Rockhands Mitigation Bank is consistent with the City's environmental stewardship goals and long-term interests; and

WHEREAS, on August 20, 2025, the City of Starbase expressed its intent to serve in this role through a formal Letter of Intent submitted to the U.S. Army Corps of Engineers, Galveston District; and

WHEREAS, the City's responsibilities as Conservation Easement Holder and Long-Term Steward include oversight, monitoring, and enforcement of the conservation easement, as well as long-term stewardship obligations as defined in the final Mitigation Banking Instrument; and

WHEREAS, SpaceX, as the Bank Sponsor, will provide financial assurances and resources necessary to support the City of Starbase in fulfilling these long-term stewardship responsibilities, as further defined in the Mitigation Banking Instrument and associated agreements; and

WHEREAS, the City Commission desires to formally authorize the Mayor of the City of Starbase to execute all documents necessary to effectuate the City's designation as Conservation Easement Holder and Long-Term Steward for the Rockhands Mitigation Bank.

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

SECTION 1. The City Commission hereby authorizes and approves the designation of the City of Starbase as the Conservation Easement Holder and Long-Term Steward for the Rockhands Mitigation Bank, subject to the terms and conditions set forth in the final Mitigation Banking Instrument and related regulatory approvals.

SECTION 2. The Mayor of the City of Starbase, Bobby Peden, is hereby authorized to execute, on behalf of the City, any and all agreements, instruments, certifications, and other documents necessary or convenient to effectuate the City's role as Conservation Easement Holder and Long-Term Steward for the Rockhands Mitigation Bank, including but not limited to conservation easements, stewardship agreements, and related regulatory documents.

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

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

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

SECTION 6. Effective Date. This Resolution shall become effective upon its passage and publication as required by law, and it is so ordained.

PASSED AND APPROVED by the City Commission of the City of Starbase, Texas, on this _____ day of ___, 2026.

CITY OF STARBASE, TEXAS

Bobby Peden, Mayor

ATTEST:

Gretchen Norton, 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: February 3, 2026

ITEM: Establishing the City of Starbase Police Department

SUMMARY

One of the initial steps in the establishment of a municipal police department is for their governing body to adopt an ordinance approving the creation of the department.

BACKGROUND

Based upon recent input from Starbase residents and preliminary direction from the City Commission, the City is moving forward to process to create our own municipal police department. To establish a new police department in the State of Texas, cities are required to meet the standards of the Texas Commission on Law Enforcement (TCOLE). Prior to submitting an application to TCOLE, the City Commission needs to adopt an ordinance creating the department and specifying certain standards that will be met by the new department. The attached ordinance addresses the requirements of TCOLE and, once adopted, will be provided to them to confirm the City's support for the new department.

STAFF RECOMMENDATIONS

It is recommended that the attached ordinance be approved.

Suggested Motion: "It is moved that the attached ordinance approving the establishment of a City of Starbase Police Department be approved."

ATTACHMENTS

Ordinance Creating the Starbase Municipal Police Department

ORDINANCE NO. 2026-4

AN ORDINANCE SPECIFICALLY ESTABLISHING THE STARBASE POLICE DEPARTMENT, REQUIRING ALL POLICE OFFICERS TO BE LICENSED, CREATING THE POSITION OF CHIEF OF POLICE, OUTLINING THE DUTIES AND RESPONSIBILITIES OF THE CHIEF OF POLICE, AND ESTABLISHING THE AUTHORITY, DUTIES, AND RESPONSIBILITIES OF POLICE OFFICERS; PROVIDING A SAVINGS CLAUSE, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Starbase, Texas ("City"), is a Type C general-law municipality created under Chapter 8 of the Texas Local Government Code; and

WHEREAS, the Texas Local Government Code Chapter 341 authorizes the governing body of a Type A general-law municipality to establish a Police Department, and regulate a municipal police force; and

WHEREAS, pursuant to Texas Local Government Code Section 51.052, the City had previously approved by Ordinance No. 2025-11-19-F02-OR, adopting the powers and authority of a Type A municipality, without limitation, based on an assessed tax valuation of \$500,000 or more on its most recently approved tax roll, and pursuant to Section 51.051 the city previously approved Resolution 2025-05-29-Q02-RE, declaring the city has 501 or more inhabitants and has the same authority and is subject to the same duties as a Type "A" general law municipality; and

WHEREAS, the City thus has not only the authority but also sufficient funding to manage, regulate and provide police protection and emergency response services to persons and property within its municipal boundaries; and

WHEREAS, the City Commission has determined that a clear and definitive statement of intent is preferable regarding the creation of the City of Starbase Police Department,

WHEREAS, the City Commission of Starbase, Texas, intends to establish a municipal police department in compliance with the Texas Commission on Law Enforcement (TCOLE) requirements for a new agency application; and

WHEREAS, the standards for TCOLE agency recognition require explicit language creating a police department and the authority and responsibility of both Officers and the Chief of Police; and

WHEREAS, the City Commission has determined that a clear and definitive statement of intent is preferable rather than reliance upon the General Powers provisions in City ordinances to specifically provide for establishing and to recognize the creation and to provide for the establishment of the Starbase Police Department;

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

**SECTION 1
PURPOSE AND INTENT**

The purpose and intent of this ordinance is to secure the general health, safety, and welfare of the residents of the City by:

1. Explicitly creating the Starbase Police Department and outlining both its authority and jurisdiction;
2. Explicitly creating the position of Chief of Police to oversee and manage the Police Department;
3. Outlining the duties and responsibilities of both the Chief of Police and Officers.

**SECTION 2
CREATION OF THE STARBASE POLICE DEPARTMENT**

Jurisdiction

There is hereby created a Police Department of the City of Starbase, the head of which shall be the Chief of Police. The Police Department shall be composed of the Chief of Police and other officers and employees as the City Commission may provide. The jurisdiction of the Department shall be the corporate limits of the City and any property lying outside the city limits which the City owns.

Certification; Compliance with State Requirements

No person shall be certified as a Police Officer who has not complied with the basic requirements established by the Texas Commission on Law Enforcement (TCOLE) and by the City, acting through the Chief of Police.

Chief of Police

- A. The Police Department of the City shall consist of the Chief of Police and such members as the City Commission may from time to time provide.
- B. The Chief of Police shall be appointed by majority vote of the City Commission.
- C. The Chief of Police shall carry out the functions of the Police Department relating to public safety and enforcement of ordinances, state and federal laws; organize the Police Department of the City in conformity with the laws of the State and ordinances of the City; and shall promulgate

policies, procedures, rules, directives, and orders for the administration of the department, including but not limited to discipline within the department and compliance with TCOLE standards, municipal policies, state and federal laws.

Authority and Duties of Police Officers

A. Individual officers constituting the City Police Department are invested with all the power and authority given to them as peace officers under the laws of the State of Texas. Inherent with this power and authority is the obligation to preserve the peace, to enforce the ordinances and regulations of the City, the laws of the State and of the United States, to take legal custody of offenders, and to secure the citizens from violence.

B. All personnel of the Police Department shall be bound by the most current directives, orders, rules, regulations, and procedures for the operation of the Police Department as may be promulgated or as hereinafter amended by the Chief of Police, and failure to abide thereby shall subject the violating personnel to such disciplinary action as may be determined by the Chief of Police within the limits of state law and city ordinance.

SECTION 3 SEVERABILITY

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

SECTION 4 ALL RIGHTS AND REMEDIES SAVED

All rights and remedies of the City are expressly reserved as to any and all violations of the provisions of any and all ordinances which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

SECTION 5 REPEALER CLAUSE

Any provision of any prior ordinance of the City, whether or not codified, which is in conflict with any provision of this Ordinance, is hereby repealed to the extent of the conflict,

but all other provisions of the ordinances of the City, whether codified or uncodified, which are not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 6 FINDINGS INCORPORATED

All of the above premises are found to be true and correct factual and legislative determinations of the City of Starbase and are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 5

The Mayor shall be authorized to sign any necessary applications, certifications or documents in furtherance of or as required by the TCOLE application and certification process. This ordinance shall be in full force and effect from and after its passage and publication as required by law.

PASSED AND APPROVED on this _____ day of February, 2026.

Bobby Peden, MAYOR

ATTEST:

Gretchen Norton, CITY CLERK