

**City of Starbase**  
**Notice of City Commission Special Meeting**  
**18 Egido St.**  
**Starbase, TX 78521**  
**Monday, April 20, 2026**  
**7:00 PM**

**NOTICE OF CHANGE IN MEETING LOCATION**

*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 five minutes before the beginning of the meeting. Once recognized by the Mayor, please step forward to the speaker's podium, state your name and address and speak directly into the microphone. No discussion or action may be taken by the Commission at this meeting on any item not listed on the agenda, other than to make statements of factual information or recite existing policy in response to a citizen's inquiry.*

**Time limits:**

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

- *Time limits do not apply to the Commission, City staff, or guests invited by the Commission to provide input on an agenda item.*

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**City of Starbase**  
**City Commission Special Meeting Agenda**  
**Monday, April 20, 2026**  
**7:00 PM**

**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. 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 551.074: discuss the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee: Job descriptions and salaries for the City Administrator, City Clerk, Data Governance & Project Manager Lead, Executive Director of EDC and for Police Chief.
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 Attorney General ruling on public information request number 2025-135.

**E. 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.

**F. Consent Agenda**

1. Action regarding the minutes of the March 18, 2026 City Commission meeting.
2. Action regarding an agreement with Paylocity Corporation for the City's payroll processing system.
3. Approval of a resolution adopting a City Investment Policy establishing prudent guidelines for the safe and liquid investment of City funds in compliance with the Texas Public Funds Investment Act.
4. Approval of a consulting agreement with Clear Career Professionals for Kent Myers to provide temporary administrative advice, guidance, and support.

5. Action regarding a final plat approval of the proposed Huddleston Subdivision, being a 53.06 acre tract of land, more or less, and being situated Share 3, San Martin Grant Jose Ygnacio de Trevino Survey, Starbase, Cameron County, Texas.

#### **H. Regular Session**

1. Discussion and action on appointing the City Administrator.
2. Discussion and action on converting designated contract positions to full-time city employees.
3. Discussion and action regarding the Attorney General ruling on public information request number 2025-135.
4. Discussion and action to approve a resolution establishing City Personnel Policies by adopting the City of Starbase Employee Policy Manual, and authorizing the City Administrator to implement, distribute, and enforce the same.
5. Discussion and action on an Ordinance of the City of Starbase providing for participation in the Texas Municipal Retirement System (TMRS) and its Supplemental Death Benefits Fund and authorizing the City to make actuarially determined contribution rate payments.
6. Discussion and action on a library services agreement.
7. Discussion and action on an ordinance amending the fiscal year 2025-2026 budget to appropriate funds for the non-profit Starbase Community Library.
8. Discussion and action on a resolution approving the creation of a Type B economic development corporation and approval of the Certificate of Formation to create the Starbase Economic Development Corporation to promote industrial development, business attraction, expansion, and economic growth within the city.

#### **I. Commission/City Administrator Comments**

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's Report

- a. Financial statement report March 2026
  - b. Building permit report for March 2026
  - c. Mid-year Budget Update for Fiscal Year 2025-2026
  - d. Update regarding police department
  - e. GLO Update & Beach Maintenance update
  - f. Elections update
  - h. Update on Municipal Court
3. Future agenda item requests – no discussion or action may be taken by the Commission on future agenda item requests.

**J. Adjourn**

<b>Taxpayer Impact Statement*</b>			
<b>Property Tax Due on Median Valued Homestead</b>			
2024 Rate vs 2025 Proposed Rate vs 2025 No New Revenue Rate			
	<b>Rate per \$100 of Value</b>	<b>Median-Valued Homestead Property</b>	<b>Tax Due</b>
2024 Adopted Rate	n/a	n/a	n/a
2025 Proposed Rate	0.550000	\$48,232	\$265.28
2025 No New Revenue Rate	n/a	\$48,232	n/a

*\*This notice is required by section 551.043(c) of the Texas Government Code. This is the same taxpayer impact statement provided with the adoption of the FY 2025-2026 budget on September 11, 2025.*

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**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 Gretchen Norton, certify that this notice of meeting and agenda of items were posted on the official bulletin board of the City of Starbase, Texas and on the City's website at <https://starbase.texas.com/> in accordance with Chapter 551, Texas Government Code at least 3 business days prior to the start of the meeting, and shall remain posted until the meeting is adjourned.

\_\_\_\_\_  
Gretchen Norton, City Clerk

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

City of Starbase  
City Commission Regular Meeting Minutes  
Wednesday, March 18, 2026  
City Hall – Starbase, Texas  
Meeting Called to Order at 7:00 PM

Present

- Mayor Peden
- Commissioner Buss
- Commissioner Wallace

Quorum: Established

Other staff in attendance:

- Kent Myers, City Administrator
- Cayetana Polanco, Assistant City Administrator
- Gretchen Norton, City Clerk
- Marie Johnson, City Attorney

**1. Call to Order and Quorum Determination** Mayor Peden called the meeting to order at 7:00 PM and confirmed that a quorum was present. The Pledge of Allegiance was recited.

**2. Public Comment (Non–Public Hearing Agenda Items)** Public comments were limited to two minutes per speaker. No speakers signed up for non-public hearing agenda items. City Clerk Gretchen Norton noted that Robin Gavriel would address comments during a public hearing item. City Attorney Marie Johnson provided clarification regarding public hearing sign-in and comment procedures.

**3. Consent Agenda** The following items were considered together: a. Approval of City Commission meeting minutes for February 18, 2026. b. Resolution amending the City Commission rules of procedures to change the public speaker registration deadline from 15 minutes to 5 minutes prior to the start of the meeting.

**Motion:** Commissioner Wallace moved to approve the Consent Agenda as presented.

**Second:** Commissioner Buss

**Vote:** For: 3 Against: 0 **Motion carried unanimously.**

#### 4. Regular Session

**E1. Public Hearing on Resolution of Intent to Annex Approximately 7,133 Acres (C-4 Annexation – Texas Local Government Code Chapter 43, Subchapter C-4)** This was a public hearing only; no action was taken by the Commission.

City Attorney Marie Johnson gave a detailed presentation, including:

- An explanation of the C-4 consent-based annexation process under Chapter 43 of the Texas Local Government Code.
- Description of the proposed annexation area (approximately 7,133 acres, consisting largely of vacant land, federal and state government-owned property south of Highway 4, portions of Boca Chica Beach, Texas Parks land, the Rockhands parcel owned by SpaceX (subject to a city conservation easement), and limited private parcels, many of which are submerged and non-developable).
- Municipal services plan to be extended, including fire protection through the Starbase Volunteer Fire Department, enforcement of city ordinances (zoning, building codes), and roadway infrastructure services. No city water, wastewater, or new road construction is currently planned.
- The multi-step statutory process: petition circulation for 180 days ending in August, verification of petition signatures (requiring 50% of registered voters or 50% of property owners), notification to property owners, and subsequent public hearings.

Public Hearing opened at 7:11 PM.

#### Speakers:

- **Dr. Christopher Basalou**, Brownsville, TX – Opposed the annexation. He stated there had been no consultation with the original indigenous people of the land, cited alleged violations of the Universal Declaration of the Rights of Indigenous Peoples, NEPA, the American Indian Religious Freedom Act, and the American Indian Graves Protection and Repatriation Act. He also referenced Section 43.055 acreage limits and described the city's formation as colonial and reflective of white supremacist history. He urged the Commission to reconsider and stop further annexation.
- **Anthony Gomez**, Starbase, TX – Spoke in support of the annexation and commended the City and SpaceX for being good stewards of the community and for visible improvements in the area.
- **David Woolverton**, long-time local resident (70 years) – Spoke in support. He noted his background in commercial fishing and petrochemicals, stated he had observed no significant negative impact on endangered species, and expressed appreciation for the City's presence and future outlook.

- **Robin Gavriel and Gerald Podraza** (statement read by Rebecca Hinojosa) – Both absent landowners opposed the annexation. Robin Gavriel (owner of 4 lots via Blue Rose Alchemy LLC, residing in Colorado) expressed concerns that annexation would lower property values due to zoning changes and restrict her development plans. She questioned the process and described it as a “sneaky move” to control resident property. Gerald Podraza (Illinois) expressed support for local preservation organizations, the South Texas Environmental Justice Network, and efforts to protect Boca Chica State Park and the Copernicus Shores community.
- **Rebecca (Becca) Hinojosa**, South Texas Environmental Justice Network – Opposed the annexation. She argued that Boca Chica is meant for people and wildlife, not for SpaceX or a “company town.” She criticized the lack of Zoom options for public comment, inadequate notice to impacted residents, and called for no further land to be given to SpaceX/Starbase.

Public Hearing closed at 7:19 PM.

City Attorney Marie Johnson clarified that the 10% annual acreage cap referenced by Dr. Basalou applies only to involuntary annexations and does not apply to this C-4 consent-based process. City Administrator Kent Myers noted that the item would not return to the agenda until after the 180-day petition period (anticipated August). No Commission action was taken.

## **E2. Public Hearing & Ordinance Annexing Approximately 3 Acres (Voluntary**

**Annexation – SpaceX Petition)** City Administrator Kent Myers explained this was a voluntary annexation of a 3-acre tract owned by SpaceX, initiated by owner petition. The property is located along Highway 4 and would entitle the owner to city services upon annexation.

Public Hearing opened at 7:22 PM. No speakers signed up. Public Hearing closed at 7:22 PM.

**Motion:** Commissioner Buss moved to approve the ordinance annexing approximately 3 acres into the corporate limits of the City of Starbase, thereby extending the boundary limits, amending the official map, and providing for related matters.

**Second:** Commissioner Wallace

**Vote:** For: 3 Against: 0 **Motion carried unanimously.**

## **E3. Public Hearing & Ordinance Annexing Approximately 1 Acre (Voluntary Annexation**

**– SpaceX Petition)** City Administrator Kent Myers explained this was a voluntary annexation of a 1-acre tract owned by SpaceX, initiated by owner petition.

Public Hearing opened at 7:24 PM. No speakers signed up. Public Hearing closed at 7:24 PM.

**Motion:** Commissioner Wallace moved to approve the ordinance annexing approximately 1 acre into the corporate limits of the City of Starbase, thereby extending the boundary limits, amending the official map, and providing for related matters.

**Second:** Commissioner Buss

**Vote:** For: 3 Against: 0 **Motion carried unanimously.**

**E4. Resolution Adopting a City Purchasing Policy** Assistant City Administrator Cayetana Polanco presented the proposed policy, which was modeled after other small Texas cities, reviewed by legal counsel, and recommended by the city's auditing firm. She noted the policy is especially timely as the city prepares for significant Police Department purchases and will establish clear procedures for small purchases, competitive bidding, use of purchasing cooperatives, and professional services. Mayor Peden inquired about the dollar thresholds; staff confirmed they align with recent state law changes.

**Motion:** Commissioner Buss moved to approve the resolution adopting a city purchasing policy. **Second:** Commissioner Wallace

**Vote:** For: 3 Against: 0

**Motion carried unanimously.**

**E5. Ordinance Canceling the May 2, 2026 General Election** City Administrator Kent Myers explained that only the three incumbent candidates (Mayor Peden, Commissioner Buss, and Commissioner Wallace) filed applications by the deadline, making them unopposed. The ordinance declares the unopposed candidates elected and cancels the election, resulting in an approximate \$15,000 savings to the city. City Clerk Gretchen Norton provided the certification of unopposed candidates.

**Motion:** Commissioner Wallace moved to approve the ordinance canceling the May 2, 2026 general election.

**Second:** Commissioner Buss

**Vote:** For: 3 Against: 0 **Motion carried unanimously.**

**E6. Resolution Authorizing Use of Electronic Signatures for City Documents** Assistant City Administrator Cayetana Polanco presented the resolution to authorize electronic signatures and the electronic city seal on official documents. The change supports a more paperless and efficient operation.

**Motion:** Commissioner Buss moved to approve the resolution adopting a policy authorizing the use of electronic signatures for city documents and official city business.

**Second:** Commissioner Wallace **Vote:** For: 3 Against: 0 **Motion carried unanimously.**

**E7. Beachfront Construction Certificate and Dune Protection Permit for Space Exploration Technologies Corp.**

Assistant City Administrator Cayetana Polanco, supported by engineer Mario Garcia (via telephone), presented the application for underground utilities in the State Highway 4 right-of-way near Boca Chica Beach, including in-place mitigation for dunes and dune vegetation. The application was reviewed by Halff Associates, coordinated with the Texas General Land Office (GLO), and pre-approved by TxDOT. Staff recommended approval subject to GLO requirements.

**Motion:** Commissioner Wallace moved to authorize the issuance of the beachfront construction certificate and dune protection permit for Space Exploration Technologies Corp. for the construction of underground utilities within the State Highway 4 right-of-way and in-place mitigation for adverse impacts to dunes and dune vegetation near Boca Chica Beach.

**Second:** Commissioner Buss

**Vote:** For: 3 Against: 0 **Motion carried unanimously.**

**E8. Amendment to License Agreement with Space Exploration Technologies Corp. for Meeting Space**

Assistant City Administrator Cayetana Polanco explained that this amendment to the existing license agreement removes the city administrative office space while retaining the Commission meeting space and equipment use in the Hub facility.

**Motion:** Commissioner Buss moved to approve the amendment to the license agreement with Space Exploration Technologies Corp. for the provision of meeting space and equipment use for City Commission meetings and to authorize the City Administrator to execute the same.

**Second:** Commissioner Wallace

**Vote:** For: 3 Against: 0 **Motion carried unanimously.**

**F1. Items of Community Interest (Texas Government Code §551.0415)** No reports were made by the Mayor or Commissioners. Staff thanked Jessica for her contributions to the city's public relations and communications as she transitions to a full-time role.

**F2. City Administrator Report** City Administrator Kent Myers and Assistant City Administrator Cayetana Polanco provided updates on:

- **Financial Statements (October 2025 – February 2026):** The city is in a strong financial position with a fund balance of approximately \$5.3 million (net of upcoming debt payments of \$2.548 million, leaving roughly \$2.8 million in discretionary reserves). Property tax collections are nearly complete at 99% of budget. Overall revenues and expenditures are tracking well five months into the

fiscal year. A mid-year financial report with recommended budget amendments (including Police Department startup costs) will be presented at the next meeting.

- **Building Permit Report – February 2026:** Three residential permits and no commercial permits were issued. Inspection activity remained strong. The parking structure is now operational, and the adjacent apartment development and Community Center project are progressing on schedule.
- **Police Department Update:** Significant progress continues toward establishment of the department. Key items include implementation of the new purchasing policy to streamline acquisitions (using cooperatives for competitive pricing and local preference), policy development with Lexipol for TCOLE accreditation, construction of police facilities (permits issued, build-out expected in approximately three weeks), dispatch radio services, uniforms and branding, benefits/liability insurance quotes, and an active hiring process for the Police Chief (strong applicant pool; multiple interview stages underway). Community outreach meetings were held with the Cameron County Sheriff's Office and South Padre Island Police Department.
- **Payroll, HR, Asset Management, and Finance Software:** After evaluating five providers, staff recommended Paylocity as the integrated cloud-based platform to unify HR, payroll, asset management, and finance functions for greater efficiency and visibility.
- **Texas General Land Office (GLO) Beach Erosion Project:** The feasibility study contract with Halff Associates is nearing finalization (expected by end of week).

**G. Executive Session** At 7:53 PM, the Commission recessed into Executive Session pursuant to Texas Government Code §551.071 to consult with the City Attorney regarding the authority and duties of city officers.

The Commission reconvened in Open Session at 8:53 PM. No action was reported from Executive Session other than the item below.

**I1. Ordinance Amending Ordinance No. 2025-05-29-J02-OR (Authority and Duties of the City Administrator)** City Administrator Kent Myers provided background on the need to update the ordinance. The original contract position has evolved into a full-time role with increased responsibilities, including management of city personnel (particularly the upcoming 8–10 member Police Department). The amendment expands the City Administrator's authority consistent with state law while retaining City Commission authority over the hiring and firing of the Police Chief.

**Motion:** Commissioner Wallace moved to approve the ordinance amending Ordinance No. 2025-05-29-J02-OR to further define the authority and duties of the City Administrator, with

the revision that hiring and firing authority over the Police Chief remains with the City Commission.

**Second:** Commissioner Buss

**Vote:** For: 3 Against: 0 **Motion carried unanimously.**

**9. Future Agenda Item Requests** No future agenda items were requested.

**10. Adjournment Motion:** Mayor Peden moved to adjourn.

**Second:** Commissioner Buss

**Vote:** For: 3 Against: 0 **Motion carried unanimously.**

Meeting adjourned at 8:58 PM.

Approved by the City Commission on this 20th day of April 2026.

APPROVED:

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Bobby Peden, Mayor

ATTEST:

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Gretchen Norton, City Clerk

**RESOLUTION NO. 2026-10**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STARBASE, TEXAS,  
APPROVING AND ADOPTING THE CITY OF STARBASE INVESTMENT POLICY AND  
STRATEGY; DESIGNATING THE CITY ADMINISTRATOR AS INVESTMENT OFFICER;  
AUTHORIZING IMPLEMENTATION OF THE POLICY; AND PROVIDING AN EFFECTIVE  
DATE.**

**WHEREAS**, the City Commission of the City of Starbase, Texas (the “City Commission”) is responsible for establishing prudent investment policies for the management of all public funds in accordance with the Public Funds Investment Act, Chapter 2256, Texas Government Code (the “Act”); and

**WHEREAS**, the Act requires the City to adopt a formal Investment Policy and Strategy at least annually; and

**WHEREAS**, the City Commission has reviewed the proposed Investment Policy and Strategy dated April 15, 2026, which establishes the objectives, authorized investments, delegation of authority, reporting requirements, internal controls, and prudent-person standards for the investment of all City funds; and

**WHEREAS**, the proposed Investment Policy and Strategy maintains the City’s conservative approach with primary emphasis on the preservation and safety of principal, liquidity, diversification, and risk-appropriate yield while ensuring full compliance with state law and best practices; and

**WHEREAS**, the City Commission finds that adoption of the Investment Policy and Strategy is in the best interest of the health, safety, and welfare of the citizens of the City of Starbase; and

**WHEREAS**, the City Commission desires to approve and adopt the Investment Policy and Strategy and to designate the City Administrator as Investment Officer;

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

**Section 1. Findings Incorporated.** The facts, findings and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct, and are incorporated by reference herein and expressly made a part hereof, as if copied herein

verbatim.

**Section 2. Approval and Adoption of Policy.** The City of Starbase Investment Policy and Strategy dated April 15, 2026, a copy of which is attached hereto as **Exhibit A** and incorporated herein for all purposes, is hereby approved and adopted in substantially the form presented to the Commission.

**Section 3. Designation of Investment Officer.** The City Administrator is hereby designated as the Investment Officer for the City and is authorized and directed to implement, manage, and enforce the Investment Policy and Strategy in accordance with its terms and all applicable law.

**Section 4. Authorization to Implement.** The City Administrator is further authorized to:

- Execute all documents and take all actions necessary to carry out the Investment Policy and Strategy;
- Enter into agreements with financial institutions, brokers/dealers, and investment pools as permitted by the Policy;
- Provide quarterly investment reports to the City Commission; and
- Make non-substantive formatting or clerical updates to the Policy as necessary, with any substantive amendments to be presented to the City Commission for approval.

**Section 5. Severability.** It is hereby declared to be the intention of the City Commission that the phrases, clauses, sentences, paragraphs and sections of this Resolution are severable, and if any phrase, clause, sentence, paragraph or section of this Resolution shall be declared unconstitutional by a 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 of this Resolution of any such unconstitutional phrase, clause, sentence, paragraph or section.

**Section 6. Cumulative Repealer Clause.** This Resolution shall be cumulative of all provisions of resolutions of the City except where the provisions of this Resolution are in direct conflict with the provisions of such resolutions, in which event the conflicting provisions of such resolutions are hereby repealed.

**Section 7. Public Meeting.** It is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public as required by law, and that

public notice of the time, place, and purpose of said meeting was given, all as required by Section 551.041, Texas Government Code.

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

**Section 9. Effective Date.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND APPROVED BY THE CITY COMMISSION OF THE CITY OF STARBASE, TEXAS, on this the 15th day of April, 2026.**

**CITY OF STARBASE, TEXAS**

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Bobby Peden, Mayor

**ATTEST:**

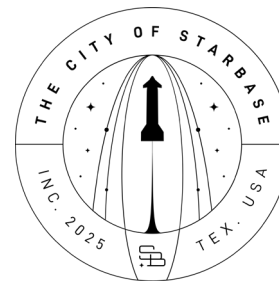
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Gretchen Norton, City Clerk

**APPROVED AS TO FORM:**

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Marie N. Johnson, Assistant City Attorney



# **Investment Policy and Strategy**

ADOPTED April 20, 2026

## **I. INTRODUCTION**

It is the policy of the City of Starbase that the administration of its funds and the investment of those funds shall be handled as its highest public trust. Investments shall be made in a manner which will provide the maximum security of principal while meeting the daily cash flow needs of the City and conforming to the Public Funds Investment Act (the “Act”) Texas Government Code Chapter 2256, as amended. It is the intent of the City to be in complete compliance with local law and the Act.

The receipt of a market rate of return will be secondary to the requirements for safety and liquidity. The earnings from investment will be used in a manner that best serves the interests of the City.

The purpose of this Policy is to set specific investment policy and strategy guidelines. Direct specific investment parameters for the investment of public funds in Texas are found in the Act. The Public Funds Collateral Act, Chapter 2257, Texas Government Code, specifies collateral requirements for all public Texas funds deposits.

## **II. SCOPE**

This investment policy applies to the investment activities of the City. All financial assets of the City and any new funds created unless specifically exempted by the City Commission and this Policy shall be administered in accordance with the provisions of these policies.

### **III. OBJECTIVES**

It is the policy of the City that all funds shall be managed and invested with four primary objectives, listed in order of their priority: preservation and safety of principal, liquidity, diversification and risk appropriate yield. Investments are to be chosen in a manner which promotes diversity by market sector, credit risk and maturity, as necessary. All investments shall be designed and managed in a manner responsive to the public trust and consistent with State and local law. To match anticipated cash flow requirements the maximum weighted average maturity (WAM) of the overall portfolio may not exceed 6 months.

#### **Safety**

The primary objective of the investment activity is the preservation and safety of capital. Each investment transaction shall be conducted in a manner to avoid capital losses, whether from security defaults, safekeeping, or erosion of market value. Investments in high credit quality securities and decisions based on anticipated cash needs are primary factors in providing safety. The objectives will be to mitigate credit risk and interest rate risk. To control credit risk, investments should be limited to the safest issuers. Financial institutions, broker/dealers and advisers who serve as intermediaries, shall be pre-qualified by the City. The credit ratings of investment pools and individual issuers will be monitored to assure compliance with this Policy and state law.

#### **Liquidity**

The investment portfolio shall be structured to meet all expected obligations in a timely manner. This shall be achieved by matching investment maturities with forecasted cash flow liabilities and maintaining additional liquidity for unexpected liabilities. The City's investment portfolio will remain sufficiently liquid to enable the City to meet operating requirements that might be reasonably anticipated. Liquidity will be achieved by matching investment maturities with forecasted cash flow funding requirements, by investing in securities with active secondary markets and by diversification of maturities. Furthermore, since all possible cash demands cannot be anticipated, the portfolio, or portions thereof may be placed in money market accounts, money market mutual funds or local government investment pools, which offer same day liquidity for short-term funds.

**Diversification**

The portfolio shall be diversified by institution, market sector and maturity as much as possible. The City Council recognizes that in a diversified portfolio, occasional measured losses due to market volatility are inevitable, and must be considered within the context of the overall portfolio's investment return, provided that adequate diversification has been implemented

**Yield**

The benchmark for the commingled portfolio shall be the comparable period 6-month U.S. Treasury Bill, designated for its comparability to the expected average cash flow pattern and the Policy maximum weighted average maturity (WAM) limit of 6 months. The investment program shall seek to augment returns above this threshold consistent with risk limitations identified and the City's prudent investment strategy.

- IV. Cash management is the process of managing funds in order to ensure maximum cash availability and reasonable yield on short-term investments. The City shall strive for a cash management program which includes timely collection of accounts receivable, vendor payments in accordance with invoice terms, and prudent investment of assets.**
- INVESTMENT STRATEGY**

The City may maintain one commingled portfolio for investment purposes which incorporates the specific uses and the unique characteristics of the funds in the portfolio. The investment strategy has as its primary objective assurance that anticipated liabilities are matched and adequate investment liquidity is provided. The City shall pursue a conservative portfolio management strategy based on a buy-and-hold philosophy. This may be accomplished by creating a ladder maturity structure with some extension for yield enhancement. The maximum maturity of any security will be two years and the maximum dollar weighted average maturity of 6 months or less will be calculated using the stated final maturity date of each security.

The investment strategy for debt service funds shall have as its primary objective the timely payment of debt service obligations. Successive debt service dates will be fully funded before any investment extensions are made.

## **V. DELEGATION OF RESPONSIBILITY**

No unauthorized person may engage in an investment transaction and all transactions shall be executed as provided under the terms of this Policy and its supporting procedures.

### **Investment Officer**

The City Commission shall designate the City Administrator as Investment Officer, by City Commission resolution, responsible for investment decisions and activities. The Investment Officer is responsible for creating and maintaining the portfolio in accordance with this Policy, providing timely quarterly reporting to the Commission, and establishing supporting procedures. The City may further contract with an SEC registered investment adviser for non-discretionary management of the portfolio.

In accordance with the Act, the Investment officer shall attend at least ten (10) hours of training, from sources approved by the City Commission, within twelve months of designation as investment officer and shall attend eight (8) hours of training every two successive fiscal years.

Investment Officer shall refrain from personal and business activity that could conflict with proper execution of the investment program or which could impair their ability to make impartial investment decisions. Investment Officer shall disclose any personal or business relationship involving material interests in financial institutions with which the City conducts business to the Commission. An Investment Officer who has a personal business relationship within the two levels of blood or marriage with an organization seeking to sell an investment to the City who meets the parameters established in the Act, shall file a statement disclosing that relationship to the City Commission and the Texas Ethics Commission. Investment Officers shall refrain from undertaking personal investment transactions with the same individual or firm with which business is conducted on behalf of the City.

### **City Commission Responsibilities**

The City Commission holds ultimate fiduciary responsibility for the portfolio. It will designate investment officer, receive and review quarterly reporting, approve and provide for investment officer training, annually approve broker/dealers, and annually review and adopt the Investment Policy and Strategy.

## **VI. PRUDENCE AND CONTROLS**

The standard of care to be applied to all City investments shall be the “prudent person” rule, which states:

“Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.”

Pursuant to the Act, in determining whether an Investment Officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration: (1) the investment of all funds, or funds under the City’s control, over which the Officer had responsibility rather than a consideration as to the prudence of a single investment; and (2) whether the investment decision was consistent with the written Investment Policy of the City.

In determining whether an investment officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration the investment of all funds under the City’s control over which the officer has responsibility rather than a consideration as to the prudence of a single investment.

The Investment Officer, acting in accordance with written procedures and exercising due diligence, shall be responsible but not liable for a specific security’s credit risk or market price changes, provided that these deviations are reported immediately and that appropriate action is taken to control adverse developments.

### **Internal Controls**

The Investment Officer is responsible for establishing and maintaining internal controls to reasonably assure that assets are protected from loss, theft, or misuse. The concept of reasonable assurance

recognizes that the cost of a control should not exceed the benefits likely to be derived, and, the valuation of costs and benefits requires ongoing estimates and judgments by management.

The internal controls shall address the following points at a minimum:

- Control of collusion,
- Separation of transaction authority from accounting and record keeping,
- Safekeeping of owned and pledged securities,
- Clear delegation of authority,
- Written confirmation for all transactions, and
- Review, maintenance and monitoring of security procedures both manual and automated.

Annually the Investment Officer shall perform an internal compliance audit to assure compliance with requirements of this Policy and the Act. Annually, the City's external auditor shall review the quarterly reports.

### **Cash Flow Forecasting**

Cash flow forecasting is designed to protect and sustain the cash flow requirements of the City. The Investment Officer will analyze needs and maintain a cash flow plan to monitor and forecast cash positions for investment purposes.

### **Competitive Environment**

The Investment Officer(s) are authorized to solicit quotes for investments orally, in writing, electronically, or in any combination of these methods. It is the policy of the City to provide a competitive environment for individual investment transactions, financial institution, money market mutual fund, and local government investment pool selections. All security transactions will be made on documented competitive basis to assure the City is receiving the best available market rates. When-issued US agency securities should be compared to other securities available in the secondary market to determine competitiveness.

**Monitoring Credit Ratings**

The Act requires that securities requiring a specific credit rating must be liquidated if the rating falls below the minimum rating. The Investment Officer shall monitor, on no less than a monthly basis, the credit rating on all authorized investments in the portfolio for which the policy requires a credit rating. The rating should be based upon independent information from a nationally recognized rating agency. If any security falls below the minimum rating required by Policy, the Investment Officer shall notify the City Commission of the loss of rating, and liquidation options within two days.

**Monitoring FDIC Status for Mergers and Acquisitions**

A merger or acquisition of brokered CDs into one bank reduces FDIC coverage. The Investment Officer shall monitor, on no less than a weekly basis, the status and ownership of all banks issuing brokered CD securities owned by the City based upon information from the FDIC (fdic.gov). If any bank has been acquired or merged with another bank in which brokered CDs are owned by the City, the Investment Officer or Adviser shall immediately liquidate any brokered CD which places the City above the FDIC insurance level.

**VII. AUTHORIZED INVESTMENTS & UNAUTHORIZED INVESTMENTS**

Assets of the City may be invested only in the following instruments as further defined by the Act. If changes are made to the Act they will not be authorized until this Policy is modified and adopted by the City Commission. All investment transactions will be made on a competitive basis.

A. Obligations of the United States Government, its agencies and instrumentalities with a maximum stated maturity of 2 years excluding mortgage-backed securities.

B. Fully insured or collateralized depository certificates of deposit from banks in Texas, with a maximum maturity of two years insured by the Federal Deposit Insurance Corporation, or its successor, or collateralized in accordance with this Policy.

- C. AAA-rated, Texas Local Government Investment Pools which strive to maintain a \$1 net asset value (NAV) AND as defined by the Act and authorized by resolution of the City Commission.
- D. AAA-rated, SEC registered money market mutual funds in compliance with SEC Rule 2a-7 and striving to maintain a \$1 net asset value.
- E. FDIC insured, brokered certificates of deposit securities from a bank in any US state, delivered versus payment (DVP) to the City's safekeeping agent, not to exceed 12 months to maturity. Before purchase, the Investment Officer must verify the FDIC status of the bank on [www.fdic.gov](http://www.fdic.gov) to assure that the bank is FDIC insured.
- F. FDIC insured or collateralized interest bearing and money market accounts from any FDIC insured bank in Texas.
- G. Share certificates from credit unions doing business in Texas which are fully insured by the National Credit Union Share Insurance Fund and with a maximum stated maturity of 12 months.
- H. General debt obligations of any US state or political subdivision rated A or better with a stated maturity not to exceed one year.
- I. Eligible investment pools if the City Commission by ordinance or resolution authorizes investment in the particular pool.

**INVESTMENT INSTRUMENTS NOT AUTHORIZED**

Investments including interest-only or principal-only strips of obligations with underlying mortgage-backed security collateral, or collateralized mortgage obligations with inverse floating interest rate coupons or a maturity date of over 10 years are strictly prohibited.

**Delivery versus Payment**

- VIII. All securities shall be purchased on a delivery versus payment (DVP) settlement basis. Funds shall not be released until receipt of the security by the City's approved safekeeping depository. The depository shall provide the City with proof of ownership or claim by an original document delivered to the City.**

#### **Quarterly Reporting**

The Investment Officers shall prepare and submit a signed quarterly investment report to the City Commission in accordance with the Act giving detail information on each portfolio and bank position and summary information to permit an informed outside reader to evaluate the performance of the investment program.

The report will include the following at a minimum:

- A full description of each individual security or bank/pool position held at the end of the reporting period including the amortized book and market value at the beginning and end of the period,
- Unrealized gains or losses (book value minus market value),
- Overall change in market value during the period as a measure of volatility,
- Weighted average yield of the portfolio and its applicable benchmarks,
- Earnings for the period (accrued interest plus accretion minus amortization),
- Allocation analysis of the total portfolio by market sector and maturity, and
- Statement of compliance of the investment portfolio with the Act and the Investment Policy signed by the Investment Officer(s).

Market prices for the calculation of market value will be obtained from independent sources.

#### **IX. FINANCIAL COUNTER-PARTIES**

##### **Depository**

At least every five years, a banking services depository shall be selected through a competitive request for proposal [application] or bid process in accordance with the Texas Government Code 105, as amended. In selecting a depository, the services, cost of services, credit worthiness, earnings potential, and collateralization by the institutions shall be considered. If securities require safekeeping, the RFP/bid will request information on safekeeping services. The depository contract will provide for collateral if balances exceed the FDIC insurance balance per tax identification number.

All time and demand deposits in any depository of the City shall be insured or collateralized at all times in accordance with this Policy.

Other banking institutions, from which the City may purchase certificates of deposit or place interest bearing accounts, will also be designated as a depository for depository/collateral purposes. All depositories will execute a depository agreement and have the Bank's Board or Bank Loan Committee pass a resolution approving the agreement if collateral is required.

#### **Security Broker/Dealers**

All broker/dealers who desire to transact business with the City must supply the following documents to the Investments Officer(s).

- Financial Industry Regulatory Authority (FINRA) certification and CRD #
- proof of Texas State Securities registration Each broker/dealer will be sent a copy of the City's investment policy. If material changes are made to the policy, the new policy will be sent to the broker/dealer.

Each local government pool must be provided a copy of the City's current Investment Policy and certify in writing to a review of the Policy stating that the pool has controls in place to assure only Policy approved investments will be sold to the City.

A list of qualified broker/dealers will be reviewed and approved at least annually by the City Commission. In order to perfect the DVP process the banking services depository, or its brokerage subsidiary, will not be used as a broker.

## **XI. COLLATERAL**

### **Time and Demand Deposits Pledged Collateral**

All bank time and demand deposits shall be collateralized above the FDIC coverage by pledged collateral. In order to anticipate market changes and provide a level of security for all funds, collateral will be maintained and monitored by the pledging depository at a market value of 102% of the deposited principal and accrued interest on the deposits. The bank shall monitor and maintain the margins on a daily basis.

Collateral pledged to secure deposits shall be held by an independent financial institution outside the holding company of the depository. If required, the collateral agreement with the depository shall be approved by resolution of the Bank Board or Bank Loan Committee. The Custodian or bank shall provide a monthly report of collateral directly to the City.

All collateral shall be subject to inspection and audit by the City or its independent auditors.

### **Authorized Collateral**

Only the following securities are authorized as collateral for time and demand deposits or repurchase agreements:

- A. FDIC insurance coverage.
- B. Obligations of the United States, its agencies or instrumentalities, or evidence of indebtedness of the United States guaranteed as to principal and interest including MBS and CMO which pass the bank test.
- C. Obligations of any US state or of a county, City or other political subdivision of any state having been rated as investment grade (investment rating no less than "A" or its equivalent) by two nationally recognized rating agencies.
- D. Letter of Credit from the FHLB.

Preference will be given to pledged collateral securities.

**X. SAFEKEEPING**

All purchased securities are to be cleared to the City's safekeeping agent on a delivery versus payment (DVP) basis. All safekeeping arrangements shall be approved by the Investment Officer and an agreement of the terms executed in writing. The independent third-party safekeeping agent shall be required to issue safekeeping receipts to the City listing each specific security, rate, description, maturity, cusip number, and other pertinent information. The securities will be held in an account in the City's name as evidenced by safekeeping receipts of the institution with which the securities are deposited.

**XI. INVESTMENT POLICY ADOPTION**

The City's Investment Policy shall be reviewed and adopted by resolution of the City Commission no less than annually. Any changes made to the Policy must be noted in the adopting resolution. It is the City's intent to comply with State laws and regulations. The City's Investment Policy may be revised by the City Commission consistent with changing laws, regulations, or the needs of the City. The City Commission shall review and approve the Policy and investment strategies annually, approving any changes or modifications, at a legally scheduled meeting.



## Clear Career Professionals

### Agreement for City Administrator Executive Consulting Services

This Agreement is made between Clear Career Professionals LLC ("Clear") and the City of Starbase ("Organization") and this Agreement terminates all previous agreements between Clear and the Organization and specifically the Agreement approved by the Organization on May 29, 2025 for City Administrator services.

#### **Scope of Services:**

Clear shall provide administrative services to the organization with Kent Myers serving in a part-time consulting role. These services will be provided on an as-needed basis and will require prior authorization from the Mayor or City Administrator. Consulting services may include but are not limited to:

- Establishment of New City Programs or Services
- Management Assistance with City Projects
- Policy and Procedure Review
- Financial Management Support
- Development of Annual City Budget
- Communication Strategy
- Training and Development
- Perform all work in accordance with applicable Texas law, and City ordinances and policies.

#### **The Organization agrees:**

- To provide the consultant with access to necessary documents, records, and information regarding city operations, finances, and ongoing projects to facilitate informed management support.
- To provide specific guidance and direction on the consulting services needed
- To provide on-going feedback and recommendations on services provided
- To respond to drafts of documents and reports in a timely manner.
- To provide legal opinions to Clear regarding projects involving the City Attorney.

#### **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



## Clear Career Professionals

### Agreement for City Administrator Executive Consulting Services

of the State of Texas.

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

Nothing herein expressed or implied is intended or shall be construed to confer upon or 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.

#### **Compensation**

*Consulting Fee:* The consulting fee shall be \$225 per hour, billed in one-hour increments. The total value of this agreement shall not exceed 20 hours per month. Services may be performed both remotely and in person as needed.

*Travel and Lodging Expenses:* Travel and lodging expenses will be billed at actual cost without any markup. No fees will be charged for any required travel time.



## Clear Career Professionals

### Agreement for City Administrator Executive Consulting Services

**Billing:**

The consulting fee and any travel/lodging expenses will be billed monthly, with payment due within 30 days.

**Organization Contact for Invoicing:**

Name: Cayetana Polanco  
Position: City Administrator  
Email: [cpolanco@starbase.texas.gov](mailto:cpolanco@starbase.texas.gov)  
Address: 39046 LBJ Boulevard Unit #2  
Phone: (956)865-3179

**Terms and Conditions:**

- The Organization reserves the right to terminate this agreement at any time upon giving Clear seven days advanced written notice to Clear, Attn: Michael Boese, 3000 Custer Road #270191, Plano, Texas 75075 or by email to [Michael@clearcareerpro.com](mailto:Michael@clearcareerpro.com). In such an event, Clear will be compensated for all work completed up to and through the 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](mailto:bobby.peden@starbase.texas.gov)  
39046 LBJ Boulevard  
Brownsville, TX. 78521

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

**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.



Clear Career Professionals

Agreement for City Administrator Executive Consulting Services

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.

Approved and agreed to, this the \_\_\_\_\_ day of \_\_\_\_\_, 2026 by and between

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

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





# S T A R B A S E

## CITY COMMISSION AGENDA MEMO

**TO: Mayor and City Commission**

**FROM: City Administrator**

**MEETING DATE: April 20, 2026**

**ITEM: Appointment of New City Administrator**

### **SUMMARY**

Due to my pending resignation as City Administrator, the City Commission needs to appoint a new City Administrator.

### **BACKGROUND**

At the meeting on January 8, 2026, I informed the City Commission that I would be resigning from my position later this year. At this meeting the Commission also approved an agreement with Clear Career Professionals to hire Cayetana Polanco as the Assistant City Administrator. She was hired based upon her broad management, technology and leadership experience and her commitment to the continued progress of our great City. She was also hired with the understanding that she would start a training process to be promoted to City Administrator following my resignation.

Over the past 3 ½ months she has become fully prepared to assume the duties of City Administrator. She has proven to be a fast learner in terms of learning and understanding the many roles and responsibilities of a City Administrator. She has a positive attitude and is very efficient, self-motivated and dedicated to serving the community. She also has both strong technology and communication skills. Cayetana can build on the strong foundation we have created for the City of Starbase by taking the City to a new level. Finally, she and her family live in Starbase and she will continue to be very engaged with the community.

### **STAFF RECOMMENDATIONS**

It is recommended that Cayetana Polanco be appointed as the new City Administrator for the City of Starbase.

**Suggested Motion:** Motion to “approve Cayetana Polanco as the City Administrator effective April 21, 2026”

### **ATTACHMENTS**

Resume for Cayetana Polanco

## CONTACTS

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

STARBASE, TEXAS

## SKILLS

Executive Leadership & Team Scaling  
Project & Program Management  
Data Analysis  
Budgeting, Modeling & Operations  
Product Strategy & Roadmapping  
HW & Software Development Management  
Fundraising & Investor Relations  
Strategic Partnerships & Global Expansion  
Brand Development & Go-to-Market Strategy  
Cross-Functional Team Management

## TOOLS

Figma  
Linear | Notion | Trello | Airtable  
Gusto | Deel | 15five | Connect | Ramp  
Adobe | Microsoft | Google Suites  
Slack | Zoom | Teams

## LANGUAGES

English	Fluent
Spanish	Native

## EDUCATION

2008-2011  
**Beloit College**  
Bachelor of Applied Sciences  
Minor in Film

# Cayetana Polanco

## Executive Operator | Product, Ops & Strategy

Strategic operator with 10+ years of experience building and scaling companies at the intersection of product, engineering, operations, and design. Known for creating clarity in complexity, aligning stakeholders, and driving execution from idea to launch. Strong founder energy: calm under pressure, structured, and able to lead cross-functional teams through high-stakes environments.

## WORK EXPERIENCE

### Keyo

Co-founder of a vertically integrated biometric identity platform deploying palm-recognition systems across payments, healthcare, and government. Raised 25M+ | Deployed 25,000+ devices | Identifications 1M+

Mar 2025 – Jul 2025

### Interim CEO

- Led the company through a critical inflection point, focusing on contract closures, revenue growth, and strategic partnerships.
- Oversaw mass production and delivery of Keyo's biometric scanner.
- Advanced Series A fundraising with current and new investors.
- Recruited key leadership roles and strengthened team execution.
- Managed budgets, modeling, and sales pipeline alignment.
- Implemented company-wide operating systems to improve clarity, timelines, and accountability.

May 2021 – Mar 2025

### Chief Product Officer

- Oversaw development of three generations of biometric devices and all Keyo applications.
- Led decentralized identity infrastructure design: encrypted, on-device matching + hyper-localized data processing.
- Scaled engineering and product teams using pod structures for rapid iteration.
- Turned executive priorities into clear, actionable plans across technical and non-technical teams.
- Improved product development velocity by tightening QA/QC and integration processes.
- Drove partnerships with government agencies and Fortune 500 clients.
- Coordinated large-scale data collection and neural-network training, scaling from 1 to 3 modalities.

Apr 2015 – May 2021

### Chief Marketing Officer

- Built Keyo's brand identity and go-to-market strategy.
- Directed campaigns, product launches, and strategic communication.
- Strengthened sales enablement, user acquisition, and narrative development.
- Drove internal communication strategies to ensure privacy and mission alignment company-wide.

## Invento Media + Renewweb Hosting Services

Co-founded a web and app development studio in college, along with a hosting platform, before transitioning to new ventures.

Jan 2009 – Apr 2015

### Co-founder - Product + Sales

- Delivered 300+ websites and 100+ applications for clients worldwide.
- Managed hosting, migrations, and technical implementation.
- Led UI/UX design and later oversaw contractors as the company scaled.
- Contributed to front-end development (HTML/CSS).
- Prospected clients, drove sales, and ran marketing + operations.

# S T A R B A S E

## CITY COMMISSION AGENDA MEMO

**TO:** Mayor and City Commission

**FROM:** City Administrator

**MEETING DATE:** April 20, 2026

**ITEM:** Discussion and action on converting designated contract positions to full-time city employees and any further action regarding employee job descriptions and salaries.

**SUMMARY** The City Commission is requested to discuss and take action on Resolution No. 2026-13, which adopts a pay schedule for general government and police employees and converts designated contract positions to full-time City employees.

**BACKGROUND** As the City of Starbase transitions from temporary consulting arrangements to a full municipal organization, it is necessary to convert designated contract positions into permanent full-time City employees. Staff has developed a market-based pay schedule for key positions. Resolution No. 2026-13 formally adopts these salary ranges and represents an important milestone in building a stable, professional, and sustainable municipal workforce.

**STAFF RECOMMENDATION** Approve Resolution No. 2026-13 adopting the pay schedule and converting the designated contract positions to full-time status.

**MOTION** “I move to approve Resolution No. 2026-13 adopting the pay schedule for City employees and converting designated contract positions to full-time City employee status, as presented and approving the job descriptions”

### ATTACHMENTS

- Resolution No. 2026-13
- Job Descriptions
  - o City Administrator
  - o City Clerk
  - o Data Governance & Project Manager
  - o EDC Executive Director

**CITY OF STARBASE, TEXAS**

**RESOLUTION NO. 2026-13**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STARBASE, TEXAS ADOPTING A PAY SCHEDULE FOR GENERAL GOVERNMENT AND POLICE EMPLOYEES; PROVIDING FOR SEVERABILITY, REPEALER, AND AN EFFECTIVE DATE.**

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

**WHEREAS**, the City is in the process of hiring its first city employees and converting contracted individuals to full time city employees; and

**WHEREAS**, as part of hiring city employees, the City needs to adopt a pay schedule for all city employees; and

**WHEREAS**, the City Administrator has analyzed job duties and current salaries of comparable positions in market municipalities and has prepared a pay schedule; and

**WHEREAS**, the City Commission desires to approve the recommendations of the City Administrator regarding the classification of employees and pay schedules as set forth in this Resolution.

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

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

**SECTION 2. Approval of Pay Schedule.** The following pay schedule is approved and adopted.

<b>Pay Schedule</b>			
<b>Position</b>	<b>Pay Range</b>	<b>FLSA Status</b>	<b>Authority to Negotiate Final Pay</b>
City Administrator	\$170,000–\$200,000	Exempt	Mayor
City Clerk	\$100,000–\$145,000	Exempt	Mayor

Police Chief	\$150,000–\$185,000	Exempt	Mayor
Executive Director EDC Type B	\$150,000-\$190,000	Exempt	City Administrator, in coordination with the Starbase EDC
Data Governance & Project Manager	\$90,000 - \$115,000	Exempt	City Administrator

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

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

**SECTION 5. 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 Records of the City.

**SECTION 6. Effective Date.** This Resolution shall become effective immediately upon its passage.

**PASSED AND APPROVED** by the City Commission of the City of Starbase, Texas, on this 20th day of April, 2026.

**CITY OF STARBASE, TEXAS**

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

**ATTEST:**

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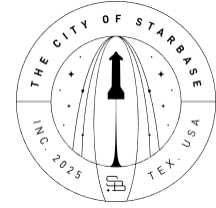
Gretchen Norton, City Clerk

**APPROVED AS TO FORM:**

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Marie N. Johnson, Assistant City Attorney

# STARBASE



**Job Description:**

## City Administrator

**Employment Type:** Full-Time

**Reports To:** City Commission

**FLSA Status:** Exempt

### Position Summary

The City of Starbase is seeking a visionary, high-velocity City Administrator to serve as the **chief administrative officer** of the City. This executive role is responsible for the proper administration of all city affairs and owns the seamless execution of daily operations, ensuring Starbase runs streamlined, secure, compliant, and tech-forward, while fostering deep resident engagement, and safety.

As City Administrator in our Commission-Administrator form of government, you'll implement City Commission policies, oversee all departments and contractors, drive financial stewardship through reporting and budget tracking, manage HR functions, and champion a culture of innovation and accountability. Reporting directly to the City Commission, you'll blend traditional municipal leadership with cutting-edge tech (Microsoft 365, AI automation, data-driven tools) to deliver transparent, efficient operations in a lean, startup-like environment. This is your chance to shape a pioneering city where every decision advances humanity's multiplanetary future—no bureaucracy, just relentless execution.

### Key Responsibilities

- **Ordinance, Resolution & Interlocal Agreement Enforcement** — Ensure that all ordinances, resolutions, policies, and interlocal agreements adopted by the City Commission are faithfully implemented, administered, and followed across all city departments and operations. Monitor compliance, address deficiencies, and provide regular reports and recommendations to the City Commission.
- **Development & Permitting Management** — Manage the relevant staff and contractors overseeing development and permits to ensure a streamlined and efficient process that delivers consistent results and iterates and adapts as needed.
- **City Staff & Contractor Oversight** — Provide direct leadership, supervision, performance management and support of all City staff and contractors, including those in the Police Department, Municipal Court, engineering, IT, legal/attorneys, public relations, and central administration. Ensure effective collaboration, clear communication, streamlined operations, timely project delivery, budget

adherence, strong accountability, and the development of a high-performing, productive work environment aligned with City Commission priorities.

- **Operational Excellence & Streamlining** — Oversee end-to-end city operations: design and implement efficient workflows, automate processes with tech tools (e.g., Microsoft 365 integrations, AI agents, task management platforms), and eliminate bottlenecks to ensure high-velocity delivery across departments.
- **Security & Compliance Leadership** — Champion robust security protocols for critical infrastructure, data privacy, and risk management; ensure full adherence to Texas statutes (e.g., Local Government Code, Public Information Act, Open Meetings Act, procurement laws) through audits, training, and proactive remediation.
- **Tech-Forward Innovation** — Drive adoption of emerging technologies to modernize governance: from AI-assisted decision-making and data analytics to scalable software implementations that keep Starbase agile and future-proof.
- **Resident Engagement & Quality of Life Support** — Foster a vibrant, inclusive community: lead and support initiatives for resident safety, engagement and quality-of-life, ensuring Starbase families feel rooted, heard, and empowered.
- **Stakeholder Partnership Building** — **Cultivate** strong alliances with local entities (e.g., Brownsville, Cameron County), governmental agencies (TCEQ, TxDOT, FAA), private providers (utilities, contractors), and stakeholders (SpaceX); negotiate interlocal agreements, secure grants/funding, and align on shared goals for infrastructure, economic development, and emergency preparedness.
- **Financial Stewardship** — Manage city finances with precision: prepare and track budgets, oversee financial reporting (monthly/quarterly/annual statements, audits), ensure fiscal compliance, optimize resource allocation to support growth without waste, and apply for grants when available.
- **HR & Talent Management** — Lead human resources functions: recruit, onboard, and develop a high-performing team; handle employee relations, performance evaluations, training, and compliance with employment laws; promote a zero-drama, get-shit-done culture that attracts top talent to Starbase.
- **City Commission Meeting Facilitation** — Support agenda preparation and supporting materials in compliance with the Open Meetings Act; coordinate posting of notices; attend and assist in running all Commission meetings by providing briefings, data insights, and real-time support; leverage tech tools (e.g., AI summaries, electronic voting/signatures, digital dashboards) to streamline proceedings, maximize efficiency, and ensure orderly, transparent sessions that respect commissioners' and the public's time.
- **Advisory Committees & Alignment Coordination** — Coordinate with the city's advisory committees, boards, commissions, and task forces to provide support, facilitate meetings, track recommendations, and ensure full alignment with City Commission priorities, strategic goals, and

operational realities; prepare briefings, reports, and dashboards to bridge committee input with executive action and policy implementation.

- **Media & Public Communications Leadership** — Serve as the primary spokesperson for the City on operational, policy, and crisis matters; manage media relations proactively and reactively (e.g., issuing press releases, responding to inquiries, coordinating interviews); develop consistent—while protecting sensitive information and upholding open government principles.
- **Policy Implementation & Reporting** — Execute City Commission directives: develop strategic plans, monitor progress via dashboards/metrics, and provide regular updates/reports to the Commission on operations, finances, resident feedback, and stakeholder relations.

#### **Qualifications Required:**

- Bachelor’s degree in Public Administration, Business Administration, Urban Planning, or a related field (Master’s preferred); or equivalent executive experience.
- 7+ years in senior leadership roles, preferably in municipal government, rapid-growth organizations, or tech/innovation sectors, with proven success in operations, finance, HR, and stakeholder management.
- Strong knowledge of Texas municipal laws (e.g., Local Government Code, budget/procurement statutes) or willingness to master them quickly.
- Experience with tech tools for governance (Microsoft 365, data analytics, automation platforms) and a proactive mindset for leveraging AI/emerging tech.
- Demonstrated ability to build partnerships, engage communities, and drive streamlined, secure operations in dynamic environments.
- Excellent communication, problem-solving, and leadership skills to inspire teams and navigate ambiguity.

#### **Preferred:**

- Prior experience as a City Manager/Administrator in Texas or similar high-velocity settings.
- Background in finance/budgeting, HR systems (e.g., Gusto-like platforms), or public-private partnerships.
- Familiarity with aerospace/critical infrastructure contexts or coastal/municipal growth challenges.

#### **Required Skills & Attributes:**

- Relentless executor: Eagerness to streamline, innovate, and deliver results at warp speed.

- Strategic visionary: Ability to balance big-picture partnerships with meticulous operational details.
- Collaborative leader: Positive attitude fostering resident engagement, team accountability, and stakeholder trust in a zero-drama culture.
- Tech-savvy problem-solver: Comfort with tools and data to enhance security, compliance, and efficiency.

**Why Join Starbase?** Starbase is a pioneering community at the intersection of space innovation and local governance. As City Administrator, you'll have immediate, visible impact: from optimizing budgets to boosting resident safety and partnerships that support launches and beyond. It's challenging, rewarding, and fun, where your leadership directly fuels a multiplanetary future in an exciting, high-stakes environment.

**How to Apply** Submit your resume, cover letter, and professional references to [admin@starbase.texas.gov](mailto:admin@starbase.texas.gov). In your cover letter, please address:

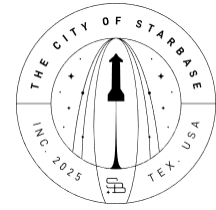
- Your experience leading streamlined operations, finance/HR management, and stakeholder partnerships in dynamic settings.
- How you've driven resident engagement, safety, and quality-of-life improvements in past roles.
- Why you're excited to lead Starbase's tech-forward, compliant growth as a key partner in space innovation.

**Subject:** City Administrator Application Applications reviewed on a rolling basis. The City of Starbase is an equal opportunity employer committed to diversity, equity, and inclusion.

Applications reviewed on a rolling basis.

The City of Starbase is an Equal Opportunity Employer committed to diversity, equity, and inclusion. The City does not discriminate on the basis of race, color, religion, sex, national origin, age, disability, veteran status, or any other legally protected status. In compliance with the Americans with Disabilities Act (ADA), the City will provide reasonable accommodations to qualified individuals with disabilities upon request.

# S T A R B A S E



## Job Description:

## City Clerk: Civic Open Government Lead

**Department:** City Administration

**Reports To:** City Administrator (for day-to-day management and operations)

**Statutory Note:** This is a statutory City Clerk position under Texas law. While the role reports to the City Administrator for daily supervision, the City Commission retains final hiring and firing authority.

**FLSA Status:** Exempt

**Position Summary** The City of Starbase is seeking a proactive, detail-obsessed City Clerk to serve as the frontline steward of open government and public transparency. This role owns the high-velocity execution of public information access, City Commission meetings, legal notice processes, and all core statutory City Clerk duties under Texas law, ensuring every resident, stakeholder, and member of the public can easily find relevant information on the city's operations while maintaining full compliance with the Texas Public Information Act (Government Code Chapter 552), Open Meetings Act (Government Code Chapter 551), Texas Election Code, and related municipal governance requirements.

This position reports to the City Administrator for day-to-day management and operations. As the statutory City Clerk, the City Commission maintains final hiring and firing authority.

You will also support and manage records across multiple departments at the City (from the Municipal Court to the Police Department), provide project management support to the City Administrator as needed, and support citizen engagement initiatives as needed. Working hand-in-hand with the Data Governance & Project Manager (who focuses on backend records retention, archiving, data policies, and Purview-driven compliance), you'll create a unified, tech-enabled transparency ecosystem: you handle incoming requests, meetings, and notices while setting up processes that streamline and optimize time spent preparing, addressing, and sending requests.

You'll streamline public-facing processes with smart workflows, Microsoft 365 tools, AI agents, and automation — turning potential bottlenecks into seamless, warp-speed services and visibility for stakeholders.

This is a hands-on opportunity to build Starbase's open-government foundation from the ground up in a lean, startup-like environment — no red tape, just relentless delivery of transparent, accessible municipal operations amid space innovation.

## Key Responsibilities

- **Public Information Act (PIA) Execution** — Serve as primary coordinator for Texas Public Information Act requests: receive, log, review, process, and respond promptly; coordinate with relevant stakeholders for timely fulfillment; handle redactions/exemptions; seek Attorney General rulings when needed; track internal metrics, seeking to improve timelines and ensure compliance deadlines are met. Leverage tools like Microsoft 365 and task management platforms to automate routing, status tracking, and cost estimates.
- **City Commission & Meeting Operations** — Prepare, post, and distribute agendas and legal notices in strict compliance with the Open Meetings Act; attend all commission/council meetings; record proceedings; use AI-assisted tools for transcription where appropriate; certify, prepare, and maintain accurate minutes; authenticate ordinances, resolutions, and official actions for recording and public access. Seek to streamline processes to ensure commissioners' and mayor's time is used effectively — from AI-generated summaries to the implementation of electronic signatures.
- **Legal Notice & Posting Mastery** — Manage all required public postings (agendas, notices, ordinances, hearings, closure reports) via physical bulletin boards, website, and any required channels; ensure at least three business days (or other statutory) compliance before the scheduled meeting date; monitor for updates, emergencies, or continuances without missing a beat.
- **Core Statutory City Clerk Functions** — Act as official custodian for meeting-related records, election support coordination (e.g., candidate filings, ballot prep liaison), board/committee appointments, certifications, permits/issuances as required by statute or ordinance; facilitate transparent public access while protecting exemptions.
- **Records Management Support** — Support and manage records across multiple departments at the City from the Municipal Court to the Police Department, ensuring consistent classification, retention support, and efficient retrieval.
- **Project Management Support** — Support the City Administrator with project management as needed on special initiatives, process improvements, and city-wide projects.
- **Citizen Engagement Support** — Support citizen engagement initiatives as needed by providing timely information, records access, and coordination for public programs and events.
- **Process Optimization & Tech Leverage** — Design and deploy efficient workflows for PIA handling, meeting prep, and notice distribution; integrate with Microsoft 365 (Outlook, Teams, SharePoint), task platforms, and emerging AI tools to reduce manual effort and accelerate delivery; collaborate with the Data Governance & Project Management Coordinator on feeding processed records into automated retention/compliance systems.
- **Risk & Training Support** — Spot transparency/compliance risks early; provide staff training on PIA/Open Meetings basics; conduct internal audits; remediate issues to uphold Texas's commitment to open, accountable government.
- **Cross-Functional Agility** — Dive into ad-hoc challenges (e.g., large event notices, launch-related public info surges, election coordination support) to keep Starbase moving forward with zero drama.

**Qualifications Required:**

- Bachelor's degree in Public Administration, Business, Communications, Information Management, or related field (or equivalent experience).
- 4+ years of experience in records coordination, compliance administration, public-facing operations, or municipal support roles—with proven success in high-volume request handling, meeting logistics, or process streamlining.
- Strong willingness to master Texas-specific requirements (Public Information Act, Open Meetings Act, Texas Election Code, notice/posting rules, municipal governance statutes).
- Hands-on comfort with Microsoft 365 (Outlook, Teams, SharePoint) and task management tools; eagerness to adopt AI/automation for efficiency.
- Proactive mindset with meticulous attention to detail and deadlines in fast-paced, ambiguous settings.
- Excellent communication skills to explain processes, respond to public inquiries, and coordinate across teams.

**Preferred:**

- Experience processing public records requests, preparing agendas/minutes, or managing open government compliance (even in non-municipal settings).
- Familiarity with AI transcription tools, workflow automation, or public-facing transparency platforms.
- Background in high-velocity environments (tech, startups, rapid-growth orgs).
- Prior municipal or government exposure (willingness to learn trumps prior experience).

**Required Skills & Attributes:**

- Relentless executor: Thrive on getting public-facing transparency done fast and flawlessly.
- Process coordinator: Ability to design intuitive, scalable workflows that make compliance feel effortless.
- Positive, collaborative attitude in a zero-drama, get-shit-done culture.
- Strong organizational and problem-solving skills with a service-oriented mindset.

**Why Join Starbase?** Starbase is a pioneering community at the intersection of space innovation and local governance. This role lets you own transparency and public access in a community that's literally building humanity's multiplanetary future. Your work will directly enable trust, engagement, and efficiency, no

bureaucracy, just high-impact execution in an exciting, challenging environment where every streamlined request or flawless meeting advances the mission.

**How to Apply** Submit your resume and cover letter to [admin@starbase.texas.gov](mailto:admin@starbase.texas.gov). In your cover letter, please address:

- Your experience handling public records requests, meeting coordination, or compliance processes.
- Your enthusiasm for mastering Texas open government laws and building efficient, tech-enabled transparency in Starbase.
- Why you're excited to join a small, high-velocity team redefining municipal operations.

**Subject:** Civic Open Government Lead Application

Applications reviewed on a rolling basis.

The City of Starbase is an Equal Opportunity Employer committed to diversity, equity, and inclusion. The City does not discriminate on the basis of race, color, religion, sex, national origin, age, disability, veteran status, or any other legally protected status. In compliance with the Americans with Disabilities Act (ADA), the City will provide reasonable accommodations to qualified individuals with disabilities upon request.

# STARBASE



## Job Description:

## Data Governance & Project Manager

**Job Title:** Data Governance

**Reports To:** City Administrator

**Type:** Full-Time

**FLSA Status:** Exempt

### Position Summary

The City of Starbase is seeking a **Data Governance & Project Manager** to serve as the backend architect and official steward of the City's data, records, and compliance ecosystem. This hands-on role owns the design, implementation, and continuous optimization of robust data governance frameworks, records management programs, and project management processes while providing essential operational support to both the City Administrator and the City Clerk.

You will act as the official records custodian and compliance systems lead, leveraging Microsoft Purview, Microsoft 365 integrations, AI-assisted automation, and emerging tools to build scalable infrastructure for records retention, data security, efficient retrieval, and full statutory compliance with Texas law. You will deliver critical project management support to the City Administrator on special initiatives, system implementations, process improvements, cross-departmental projects, and city-wide operations. At the same time, you will serve as the key backend partner to the City Clerk, providing records retrieval, technical coordination, and compliance support for Public Information Act requests, commission meetings, municipal elections, and other open government functions.

By combining deep data governance expertise, strong project management capabilities, and collaborative backend support, you will create the foundational backbone that enables transparent, compliant, audit-ready, and highly efficient municipal operations. This hands-on position lets you shape Starbase's information and operational backbone from the ground up in a lean, startup-like environment — no bureaucracy, just high-impact execution that keeps our operations compliant, secure, and ready to support humanity's multiplanetary mission.

### Key Responsibilities

- **Data Governance & Compliance Implementation** — Develop, implement, and continuously improve data governance frameworks, policies, standards, and procedures to ensure data quality, security, accessibility, retention, and full compliance across all city departments as required by Texas law.

- **Records Management** — Oversee the city's comprehensive records management program, including classification, retention schedules, archiving, disposition, and secure storage in accordance with Texas law and Microsoft Purview configurations; serve as the official custodian of municipal records to ensure long-term preservation, proper handling, and audit-ready compliance.
- **Compliance Systems Administration** — Configure and manage Microsoft Purview and related tools for sensitivity labeling, retention policies, data loss prevention, audit logging, and automated compliance enforcement; integrate with Outlook, Teams, Monday-like software, Gusto-like software, and other platforms for seamless record capture, tagging, and backend support.
- **Official Records Custodian** — Maintain the official repository of city records, including ordinances, resolutions, contracts, minutes, proclamations, certificates, and historical documents; authenticate and certify copies as needed for internal use or supported requests while ensuring proper execution, attestation, and recordation in compliance with Texas Local Government Code.
- **Departmental Records Support** — Support and manage records across multiple departments at the City, from the Municipal Court to the Police Department, ensuring consistent classification, retention, and compliance standards are applied organization-wide.
- **Project Management Support** — Provide project management support to the City Administrator on special initiatives, system implementations, process improvements, cross-departmental projects, and city-wide initiatives.
- **Citizen Engagement Support** — Support citizen engagement initiatives as needed by providing records management, data retrieval, and technical assistance for public programs and events.
- **Public Information Act (PIA) Backend Support** — Provide records retrieval, review support, and technical coordination for Texas Public Information Act (Government Code Chapter 552) requests handled by the Civic Transparency & Engagement Lead; ensure requested files are accurately located, prepared for redaction/withholding, and delivered securely and promptly.
- **Commission & Meeting Backend Support** — Support the Civic Transparency & Engagement Lead by ensuring meeting records (agendas, minutes, recordings) are captured, transcribed with AI assistance, certified, and archived in compliance with the Texas Open Meetings Act.
- **Municipal Elections Administration Backend Support** — Provide records management and compliance support to the Civic Transparency & Engagement Lead for municipal elections under the Texas Election Code and City Charter; ensure candidate filings, ballots, voter information, integrity processes, and post-election records are properly captured, retained, and retrievable.
- **Legislative & Administrative Support** — Facilitate backend processes for boards, commissions, and committee appointments; support issuance of permits or certifications as required by statute or ordinance; monitor regulatory changes, update governance policies accordingly, and produce internal compliance reports and dashboards for leadership.

**Qualifications Required:**

- Bachelor's degree in Information Management, Public Administration, Business, Data Science, Law, or a related field (or equivalent experience).
- 4+ years of experience in records management, data governance, compliance, municipal administration, or related roles, with demonstrated success in implementing processes.

- Strong willingness to learn job-specific requirements, including the Public Information Act, Open Meetings Act, Texas Election Code, records retention laws, municipal governance statutes (e.g., Local Government Code provisions on municipal records and clerk duties), and other relevant Texas laws.
- Strong willingness to learn job-specific software tools.
- Hands-on experience with compliance and records tools (Microsoft Purview, SharePoint, or equivalents); proficiency in Microsoft 365 (Outlook, Teams, etc.).
- Proven ability to design and implement software-supported processes for compliance and records management.

**Preferred:**

- Familiarity with AI tools for automation/transcription, task management platforms, and election management systems.
- Background in data architecture, policy development, or technology configuration for government compliance.

**Required Skills & Attributes:**

- Proactive, detail-oriented problem-solver with a strong process mindset.
- Excellent communication skills to explain compliance and technical concepts to diverse audiences.
- Ability to work independently in a small team while driving organization-wide adoption.
- Positive, collaborative attitude focused on efficient, transparent, and innovative government.

**Why Join Starbase?** Starbase is a pioneering community at the intersection of space innovation and local governance. This role offers the unique opportunity to build modern, tech-enabled systems that blend essential statutory City Clerk functions with cutting-edge data governance, making a direct, lasting impact in a lean, high-velocity organization while fulfilling Texas's mandates for open, accountable municipal operations.

**How to Apply** Submit your resume and cover letter to [admin@starbase.texas.gov](mailto:admin@starbase.texas.gov) In your cover letter please address the items described above!

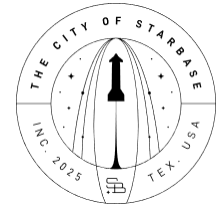
**Subject:** Data Governance & Project Manager Application

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Applications reviewed on a rolling basis.

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or any other legally protected status. In compliance with the Americans with Disabilities Act (ADA), the City will provide reasonable accommodations to qualified individuals with disabilities upon request.



## Job Description

## Executive Director Economic Development Corporation (Type B EDC)

### Reports To:

- EDC Board of Directors: for all EDC-related work and strategic direction
- City Administrator: for any limited City-related assignments

**Type:** Part-Time (with clear pathway to Full-Time as the EDC scales and project volume increases)

**FLSA Status:** Exempt

**Position Summary** The City of Starbase is seeking a high-velocity Executive Director to launch and lead its newly formed Type B Economic Development Corporation. This foundational executive role is **primarily dedicated to building and operating the EDC** as a lean, revenue-generating entity that drives Starbase's economic growth through public-private partnerships, infrastructure financing, and large-scale development projects.

As a City employee, your **core responsibility** is to serve as the chief executive of the EDC and report directly to the EDC Board for all EDC matters. You will own the full lifecycle of EDC initiatives, from project managing the structuring and issuing tax-exempt bonds, to negotiating leases with industry partners, driving revenue-generating projects, and ensuring full compliance with Texas law and federal tax regulations. You will work hand-in-hand with the EDC Board, City Commission, and City Administrator to build a model of efficiency, transparency, and results in a true startup-like environment with minimal bureaucracy.

While your primary focus and majority of effort will remain on EDC operations, you **may occasionally** be asked by the City Administrator to support specific City grant applications or mutually agreed projects that align with your expertise and benefit the City. These City-related tasks will remain **secondary** to your EDC responsibilities and will not interfere with the EDC's mission or deliverables.

This role begins part-time with the clear intention and flexibility to transition to full-time as the EDC's workload and Starbase's growth demand.

### Key Responsibilities

#### EDC Leadership & Operations

- Serve as the chief executive responsible for all EDC operations; build and run the EDC from the ground up in a lean, high-velocity environment.

- Design and execute Starbase’s economic development vision through high-impact EDC projects.
- Drive revenue generation and financial performance for the EDC through rents, user fees, and EDC-owned assets while maintaining fiscal discipline and transparent reporting to the Board and City Administrator.

#### **Bond Financing & Infrastructure Projects**

- Project-manage the structuring, issuance, and ongoing management of tax-exempt private activity bonds and other financing tools.
- Oversee lease agreements, revenue generation, asset management, and long-term compliance for EDC projects.

#### **Public-Private Partnerships & Strategy**

- Negotiate and manage high-stakes partnerships, interlocal agreements, grants, and incentives that advance EDC goals.
- Identify and advance strategic economic development opportunities aligned with the EDC’s mission.

#### **Governance & Board Support**

- Prepare board meeting materials, dashboards, and strategic briefings.
- Attend and present at EDC Board and City Commission meetings as required.
- Implement Board Bylaws and directives with speed and precision.

#### **Tech-Forward Execution**

- Leverage AI tools, data analytics, and automation platforms to streamline bond processes, lease management, project tracking, and compliance reporting.

#### **Additional City Support (Secondary & Limited)**

- Support the City on grant applications or project management tasks that are mutually agreed upon with the City Administrator and align with your skill set. These duties will remain secondary to all EDC responsibilities.

#### **Qualifications Required**

- Bachelor’s degree in Public Administration, Business, Finance, Economic Development, or a related field (Master’s preferred).
- 7+ years of senior-level experience in economic development, bond financing, public-private partnerships, or municipal finance — preferably in Texas or with economic development corporations.

- Demonstrated success structuring and closing tax-exempt bond deals (private activity bonds or revenue bonds strongly preferred).
- Deep knowledge of (or rapid willingness to master) the Texas Development Corporation Act (Chapters 501–505), IRC §142 bond rules, and municipal economic development tools.
- Proven ability to lead complex projects in fast-paced, high-stakes environments.
- Strong comfort with Microsoft 365, financial modeling tools, and emerging tech for governance and project management.

### **Preferred**

- Prior experience as Executive Director, CEO, or senior leader of a Type A or Type B EDC in Texas.
- Direct experience with critical infrastructure financing.
- Background in rapid-growth communities.

### **Required Skills & Attributes**

- Relentless executor with a bias-for-action mindset who thrives in a lean, startup-like environment.
- Strategic visionary who can balance big-picture financing with meticulous day-to-day execution.
- Collaborative leader who builds trust with the EDC Board, City Commission, and regional partners.
- Tech-savvy problem-solver who uses data and automation to move at warp speed.
- Unquestioned integrity and commitment to transparent, compliant public service.

**Why Join Starbase?** Starbase is a pioneering community at the intersection of innovation and local governance. As Executive Director of the Type B EDC, you will have immediate, visible impact, closing transformative bond deals, building the financial infrastructure for the City’s next chapter, and generating long-term revenue that powers Starbase’s growth. This is a rare chance to shape the economic future of a dynamic, high-growth city while contributing to our shared mission to become a multiplanetary species, in a high-velocity, zero-drama environment where your work has lasting impact. The role starts part-time to allow flexibility while we build momentum, with a clear path to full-time as the EDC’s scope expands.

**How to Apply** Submit your resume, cover letter, and professional references to [admin@starbase.texas.gov](mailto:admin@starbase.texas.gov). In your cover letter, please address:

- Your experience leading economic development corporations, bond financing, or large-scale public-private partnerships.
- How you’ve driven revenue-generating infrastructure projects in dynamic or high-growth settings.

- Why you're excited to build Starbase's Type B EDC as a key enabler of the City's growth.

**Subject:** Executive Director, Economic Development Corporation Application

Applications reviewed on a rolling basis.

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# S T A R B A S E

**TO:** Mayor and City Commission

**FROM:** City Administrator

**MEETING DATE:** April 20, 2026

**ITEM:** Discussion and Action Regarding the Attorney General Ruling on Public Information Request Number 2025-135

**SUMMARY** The City Commission is requested to discuss the Texas Attorney General's ruling on Public Information Request No. 2025-135 and take appropriate action.

**BACKGROUND** The City of Starbase received a formal ruling from the Office of the Texas Attorney General concerning Public Information Request No. 2025-135. Under the Texas Public Information Act (Chapter 552, Texas Government Code), governmental bodies must either release the requested information or seek a ruling from the Attorney General when withholding is believed to be authorized.

The Attorney General has now issued a decision regarding the City's request to withhold certain responsive records. This item is placed on the agenda so the Commission may review the ruling, discuss its implications, and determine the appropriate course of action, which may include compliance with the ruling, release of the information, or any other steps deemed necessary.

The Attorney General's ruling letter and relevant correspondence are attached for the Commission's review.

**STAFF RECOMMENDATION** Staff recommends that the City Commission discuss the Attorney General's ruling on Public Information Request No. 2025-135 and provide direction on next steps.

**MOTION:** "I authorize a lawsuit against the Attorney General for letter ruling OR2026-011030 for public information request 2025-135 received by the City of Starbase."

## **ATTACHMENTS**

- Texas Attorney General Ruling Letter – Public Information Request No. 2025-135
- Original Public Information Request No. 2025-135
- City's Request for Attorney General Ruling



Received 3.23.26

**KEN PAXTON**  
ATTORNEY GENERAL OF TEXAS

March 17, 2026

Mr. Michael K. Kallas  
Counsel for the City of Starbase  
Messer Fort  
6371 Preston Road, Suite 200  
Frisco, Texas 75034

OR2026-011030

Dear Mr. Kallas:

You ask whether certain information is subject to required public disclosure under the Public Information Act (the "Act"), chapter 552 of the Government Code. Your request was assigned ID# 26-000962 (ORR ID: 2025-135).

The City of Starbase (the "city"), which you represent, received a request for invoices submitted by a named entity within a specified time period. You claim the submitted information is excepted from disclosure under section 552.107 of the Government Code and privileged under Texas Rule of Evidence 503. We have considered the submitted arguments and reviewed the submitted information.

Initially, we note the submitted information consists of attorney fee bills subject to section 552.022(a)(16) of the Government Code. Section 552.022(a)(16) provides for required public disclosure of "information that is in a bill for attorney's fees and that is not privileged under the attorney-client privilege" unless the information is expressly confidential under the Act or other law. Gov't Code § 552.022(a)(16). The city seeks to withhold the information at issue under section 552.107(1) of the Government Code. However, section 552.107(1) is discretionary and does not make information confidential under the Act. *See* Open Records Decision Nos. 676 at 10-11 (attorney-client privilege under section 552.107(1) may be waived), 665 at 2 n.5 (2000) (discretionary exceptions generally). As such, the city may not withhold any portion of the submitted fee bills under section 552.107(1). However, the Texas Supreme Court has held the Texas Rules of Evidence are "other law" within the meaning of section 552.022. *See In re City of Georgetown*, 53 S.W.3d 328, 336 (Tex. 2001). Accordingly, we will address the city's claim of the attorney-client privilege under rule 503 of the Texas Rules of Evidence for the submitted attorney fee bills.

Texas Rule of Evidence 503(b)(1) provides as follows:

A client has a privilege to refuse to disclose and to prevent any other person from disclosing confidential communications made to facilitate the rendition of professional legal services to the client:

- (A) between the client or the client's representative and the client's lawyer or the lawyer's representative;
- (B) between the client's lawyer and the lawyer's representative;
- (C) by the client, the client's representative, the client's lawyer, or the lawyer's representative to a lawyer representing another party in a pending action or that lawyer's representative, if the communications concern a matter of common interest in the pending action;
- (D) between the client's representatives or between the client and the client's representative; or
- (E) among lawyers and their representatives representing the same client.

TEX. R. EVID. 503(b)(1). A communication is "confidential" if it is not intended to be disclosed to third persons other than those to whom disclosure is made in furtherance of the rendition of professional legal services to the client or those reasonably necessary for the transmission of the communication. *Id.* 503(a)(5).

Thus, in order to withhold attorney-client privileged information from disclosure under rule 503, a governmental body must (1) show the document is a communication transmitted between privileged parties or reveals a confidential communication; (2) identify the parties involved in the communication; and (3) show the communication is confidential by explaining it was not intended to be disclosed to third persons and it was made in furtherance of the rendition of professional legal services to the client. Upon a demonstration of all three factors, the information is privileged and confidential under rule 503, provided the client has not waived the privilege or the document does not fall within the purview of the exceptions to the privilege enumerated in rule 503(d). *See Pittsburgh Corning Corp. v. Caldwell*, 861 S.W.2d 423, 427 (Tex. App.—Houston [14th Dist.] 1993, orig. proceeding).

The city asserts the submitted attorney fee bills must be withheld in their entirety under rule 503. However, section 552.022(a)(16) of the Government Code provides information "that is *in* a bill for attorney's fees" is not excepted from required disclosure unless it is confidential under other law or privileged under the attorney-client privilege. *See* Gov't Code § 552.022(a)(16) (emphasis added). This provision, by its express language, does not permit the entirety of an attorney fee bill to be withheld. *See also* Open Records Decision Nos. 676 (attorney fee bill cannot be withheld in entirety on basis it contains or is attorney-client communication pursuant to language in section 552.022(a)(16)), 589 (1991) (information in attorney fee bill excepted only to extent information reveals client

confidences or attorney's legal advice). Accordingly, the city may not withhold the entirety of the submitted fee bills under Texas Rule of Evidence 503.

However, the city states the submitted fee bills include privileged attorney-client communications between the City Attorney's Office, city officials and staff in their capacities as clients, and outside counsel for the city. The city explains the communications at issue were made for the purpose of the rendition of legal services to the city. The city states the communications at issue have not been, and were not intended to be, disclosed to third parties. Based on these representations and our review of the information at issue, we find the city has established the information we have marked constitutes privileged attorney-client communications under rule 503. Thus, the city may withhold the information we marked within the submitted attorney fee bills pursuant to rule 503 of the Texas Rules of Evidence.

However, we find the city has failed to demonstrate the remaining information consists of privileged attorney client communications. We note an entry stating a memorandum or an e-mail was prepared or drafted does not demonstrate the document was communicated to the client. Thus, we find the city has not demonstrated the remaining information at issue was communicated and it does not reveal a client confidence. Accordingly, the city may not withhold any portion of the remaining information at issue under rule 503. The city must release the remaining information.

This letter ruling is limited to the particular information at issue in this request and limited to the facts as presented to us; therefore, this ruling must not be relied upon as a previous determination regarding any other information or any other circumstances.

This ruling triggers important deadlines regarding the rights and responsibilities of the governmental body and of the requestor. For more information concerning those rights and responsibilities, please visit our website at <https://www.texasattorneygeneral.gov/open-government/members-public/what-expect-after-ruling-issued> or call the OAG's Open Government Hotline, toll free, at (877) 673-6839. Questions concerning the allowable charges for providing public information under the Public Information Act may be directed to the Cost Rules Administrator of the OAG, toll free, at (888) 672-6787.

Sincerely,

Jason Stevens  
Assistant Attorney General  
Open Records Division

JS/mo

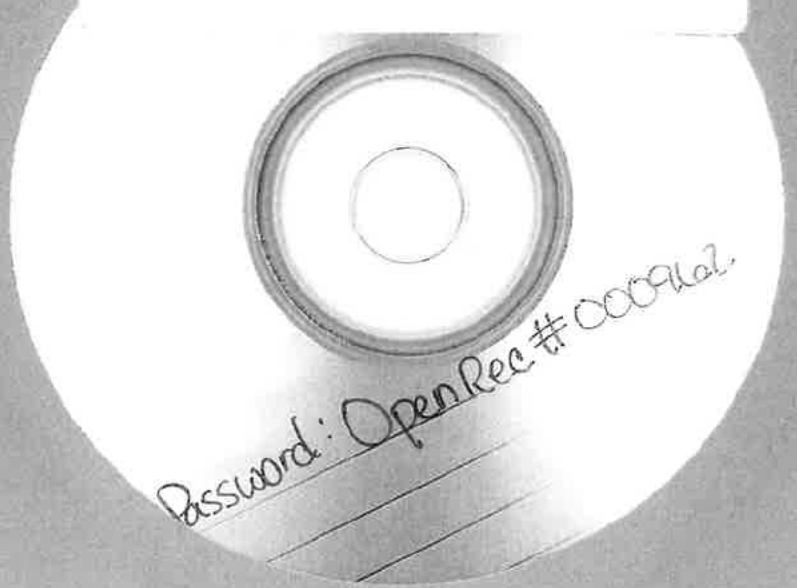
Ref: ID# 26-000962

Enc. Submitted documents

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Mr. Michael K. Kallas  
Counsel for the City of Starbase  
Messer Fort  
6371 Preston Road, Suite 200  
Frisco, Texas 75034





## Open Records

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**From:** JustFOIA Notification <StarbaseTX@request.justfoia.com>  
**Sent:** Tuesday, December 16, 2025 8:20 AM  
**To:** Open Records  
**Subject:** City of Starbase, TX - Public Information Act Request PIA-2025-135: Received

**Categories:** Aline Review, New Request

TX Municipal Law Team ,

A new Public Information Act Request request has been submitted. The request was entered on 12/16/2025 and has 10 days left until it is due on 01/08/2026.

[Request Number: PIA-2025-135](#)

Field Name	Response
Name	Dave Hendricks - Submitted to portal by Asst City Clerk
PreferredMethodOfCommunication	Email
Email	hendricks.dave@gmail.com
Phone	[REDACTED]
Address	[REDACTED]
City	McAllen
State	TX
Zip	78501
DocumentType	invoices
DateRange	10/20/2025-12/16/2025
Keywords	Invoice, Messer Fort, City of Starbase
Description	To whom it may concern, Under the Texas Public Information Act, I write to request: > All invoices submitted to the city of Starbase by Messer Fort from Oct. 20 to Dec. 16, 2025. I can accept the responsive records via email to [REDACTED] or pick them up at your convenience. I can accept correspondence about the request via email to [REDACTED] or via postal mail to: Dave Hendricks [REDACTED] McAllen TX 78501 Please let me know if you have any questions about the request. Additionally, please reply to this email to confirm receipt. Thanks, Dave Dave Hendricks Cell   [REDACTED]
Redaction2	No
Redaction3	No
PreferredDeliveryMethod	Electronic

Thank you,

JustFOIA

**Caution:** This email originates from outside of your organization. Please be cautious when clicking links or opening attachments..



MESSER ★ FORT

THE MUNICIPAL LAW FIRM

FRISCO | DALLAS | AUSTIN | ABILENE

January 8, 2026

**Via OAG Portal**

Open Records Division  
Attorney General of Texas  
P.O. Box 12548  
Austin, Texas 78711-2548

Re: Determination of availability of information requested under the Public Information Act by Dave Hendricks (12.16.25) ORR ID: 2025-135

Dear Sir/Madam:

The City of Starbase (“City”) received a request for information (“Request”) under the Public Information Act (“Act”) from Dave Hendricks (“Requestor”). A copy of the Request was received by the City on December 16, 2025, and is attached as ***Exhibit 1***. The Requestor seeks: “All invoices submitted to the city of Starbase by Messer Fort from Oct. 20 to Dec. 16, 2025.”

Section 552.301(b) of the Texas Government Code prescribes that a written request for an Attorney General’s ruling must be made within ten (10) business days after the date the governmental body receives the written request for information. Accordingly, this request for a ruling made on January 8, 2026, is timely and made in accordance with section 552.301(b).<sup>1</sup> The City may send additional written comments within the next 5 business days in accordance with section 552.301(e)(1)(A).

Further, in compliance with section 552.303 of the Texas Government Code, copies of the records responsive to the Request are being produced to your office with this request for a determination. The requested records the City claims to be exempt from public disclosure are marked as ***Exhibit 2***. Pursuant to section 552.301(d) of the Texas Government Code, a copy of this letter is being given to the Requestor without exhibits.

**Brief of Law in Support of Exception**

***Attorney-Client Privilege under § 552.107 and Texas Rule of Evidence 503***

The City asserts that the requested records are excepted from disclosure under the Texas Government Code, Sections 552.107, as it is information which the attorney of a political subdivision is prohibited from disclosing because of a duty to the client under the Texas Rules of Evidence, Texas Rules of Criminal Evidence, or the Texas Disciplinary Rules of Professional Conduct. Documents which the City contend contain privileged information are marked in ***Exhibit 2***.

---

<sup>1</sup> Please note that the City was closed for City holidays on December 22 and 23, 2025, and January 2, 2026. In addition, December 24, 25, and 26, 2025, and January 1, 2026, were National and State Holidays.

Section 552.107 protects the same information as protected under Texas Rule of Evidence 503. *See* Open Records Decision Nos. 676 at 1-3 (2002), 575 at 2 (1990); *see also Paxton v. City of Dallas*, 509 S.W.3d 247 (Tex. 2017). Thus, the standard for demonstrating the attorney-client privilege under the Act is the same as the standard used in discovery under Rule 503. Rule 503 of the Texas Rules of Evidence encompasses the attorney-client privilege and provides:

A client has a privilege to refuse to disclose and to prevent any other person from disclosing confidential communications made to facilitate the rendition of professional legal services to the client:

- (A) between the client or the client's representative and the client's lawyer or the lawyer's representative;
- (B) between the client's lawyer and the lawyer's representative;
- (C) by the client, the client's representative, the client's lawyer, or the lawyer's representative to a lawyer representing another party in a pending action or that lawyer's representative, if the communications concern a matter of common interest in the pending action;
- (D) between the client's representatives or between the client and the client's representative; or
- (E) among lawyers and their representatives representing the same client.

TEX. R. EVID. 503(b)(1) (2015).

In order to withhold attorney-client privileged information from disclosure under rule 503, a governmental body must: (1) demonstrate the information constitutes or documents a communication, (2) the communication must have been made "for the purpose of facilitating the rendition of professional legal services" to the client governmental body, (3) demonstrate that the communication was between or among clients, client representatives, lawyers, and lawyer representatives, and (4) the communication was confidential and "not intended to be disclosed to third persons other than those to whom disclosure is made in furtherance of the rendition of professional legal services to the client or those reasonably necessary for the transmission of the communication. *See* Open Records Decision No. 676 at 7-10; *see also* TEX. R. EVID. 503.

The communications between the City and the City Attorney's Office (Attorneys/Paralegals for Messer & Fort, PLLC) discussing legal issues for such communications concerning the City are attorney-client privileged communications. The information represented by and contained in **Exhibit 2** demonstrates the communications between the City and its City Attorney regarding legal matters and time spent on various legal matters. The communications were made for the purpose of facilitating the rendition of professional legal services to the City by its City Attorney. The communications were confidential and not intended to be disclosed to third persons. The communications have at all times remained confidential. Therefore, such communications are excepted from disclosure under Sections 552.101 and 552.107 of the Act and Rule of Evidence 503.

In summary, the City contends that based upon the authorities cited above, all the requested records and information, which have been produced to your office for inspection in **Exhibit 2**, are excepted from disclosure. Thank you for your consideration in this matter.

Very truly yours,  
**MESSER & FORT, PLLC**



MICHAEL K. KALLAS  
ASSISTANT CITY ATTORNEY

MK/LP

Enclosures: Exhibit 1 – Request  
Exhibit 2 – Excepted Information

cc: Dave Hendicks (without exhibits)

**Via email: [hendricks.dave@gmail.com](mailto:hendricks.dave@gmail.com)**

Caroline Cole and Gretchen Norton  
City Clerk's Office  
City of Starbase

# S T A R B A S E

## CITY COMMISSION AGENDA MEMO

**TO:** Mayor and City Commission

**FROM:** City Administrator

**MEETING DATE:** April 20, 2026

**ITEM:** Discussion and Action to Approve a Resolution Establishing City Personnel Policies by Adopting the City of Starbase Employee Handbook

**SUMMARY** The City Commission is requested to discuss and take action to approve a resolution establishing City Personnel Policies by adopting the City of Starbase Employee Policy Manual, and authorizing the City Administrator to implement, distribute, and enforce the same.

**BACKGROUND** As the City of Starbase transitions from temporary consulting arrangements to a full municipal organization with permanent full-time employees, it is essential to formally establish comprehensive personnel policies.

The attached Employee Policy Manual provides detailed, consistent guidance on all major aspects of employment, including general provisions, recruitment and hiring, compensation and work hours, employee benefits, standards of conduct, safety and more.

The Handbook has been carefully prepared to ensure full compliance with applicable federal and state laws (including the Texas Government Code, the Fair Labor Standards Act, and other relevant regulations) while reflecting the City's operational needs and values. It will serve as the single authoritative source for personnel administration for all City employees.

**STAFF RECOMMENDATIONS** It is recommended that the City Commission approve the resolution adopting the City of Starbase Employee Policy Manual as the official City Personnel Policies and authorize the City Administrator to implement, distribute, and enforce the policies contained therein.

**MOTION:**

“I move to approve Resolution 2026-11 establishing City Personnel Policies by adopting the City of Starbase Employee Policy Manual as presented, and authorizing the City Administrator to implement, distribute, and enforce the policies set forth in the Handbook.”

**ATTACHMENTS**

- Resolution Adopting the City of Starbase Employee Policy Manual
- City of Starbase Employee Policy Manual (full document)

**CITY OF STARBASE, TEXAS RESOLUTION NO. 2026-11**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STARBASE, TEXAS, ADOPTING AN EMPLOYEE POLICY MANUAL FOR THE CITY OF STARBASE; PROVIDING FOR SEVERABILITY, REPEALER, AND AN EFFECTIVE DATE.**

**WHEREAS**, the City Commission of the City of Starbase, Texas (the “City Commission”) is a Type C general law municipality incorporated in accordance with Chapter 8 of the Texas Local Government Code;

**WHEREAS**, the City Commission finds that adopting an official Employee Policy Manual to govern City employment is in the best interest of the City’s employees and of the citizens of Starbase, as provided herein.

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

**SECTION 1. Incorporation of Premises.** The above and foregoing premises are true and correct and are incorporated herein and made part hereof for all purposes.

**SECTION 2 Employee Policy Manual Adopted.** The City Commission of the City of Starbase hereby adopts the City of Starbase Employee Policy Manual, attached hereto and incorporated as if set forth fully herein as **Exhibit “A.”**

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

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

**SECTION 5 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.

**PASSED AND APPROVED BY THE CITY COMMISSION OF THE CITY OF STARBASE, TEXAS, on this the 15th day of April, 2026.**

**CITY OF STARBASE, TEXAS**

---

Bobby Peden, Mayor

**ATTEST:**

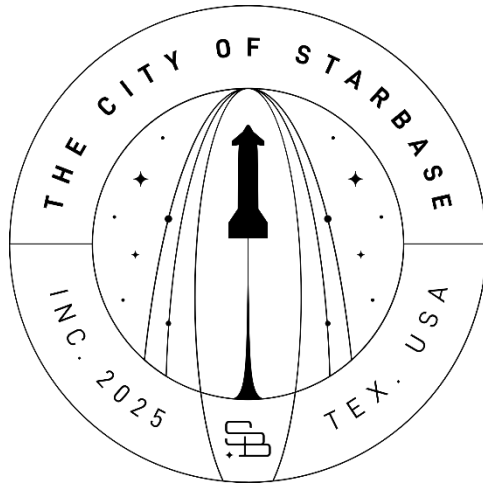
---

Gretchen Norton, City Clerk

**APPROVED AS TO FORM:**

---

Marie N. Johnson, Assistant City Attorney



# EMPLOYEE POLICY MANUAL

This Manual is Effective 04.20.2026

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**Authority and Applicability**

These rules shall apply to all City employees, except as specified herein, or where inconsistent with state or federal laws. The City Administrator shall be responsible for the application of these rules.

**Amendments to Personnel Policies and Procedures**

The City of Starbase personnel policies and procedures may be amended by the City Commission from time to time. Such amendments will be incorporated into this Employee Policy Manual and published electronically on the City’s website, accessible to all City staff. A hard copy will also be maintained in the City Secretary’s office. It is the duty of each employee to read and become familiar with these policies. All supervisors shall notify the City Administrator if an employee seeks assistance or discloses that he/she speaks/reads English as a secondary language and may require translation of all or portions of this policy manual. City Commissioners shall approve all budgetary and wage-related policy changes.

**Personnel Records**

The City Administrator shall maintain a copy of the personal work history records of each employee. Records shall be maintained on inactive employees in accordance with City Ordinance, and medical records shall be maintained in a separate confidential file. An employee’s records are available for inspection in the City Secretary’s Office by the employee, individuals authorized by the employee, and his/her immediate supervisor or designee. In response to requests by agencies or individuals outside the City government, the City Administrator will release only information that is public record required by law to be released.

**Employee Medical Records**

Only City Administrators are authorized to discuss an employee’s medical condition(s) or test results from any lab. Failure to comply with this section may lead to employee discipline, including termination.

## **CHAPTER 1. GENERAL PROVISIONS**

### **1.01 Introduction**

The purpose of the City's Employee Policy Manual is to provide a consistent guide to personnel actions involving City employees; it is not intended to create contractual rights regarding employment, termination, or other personnel actions. It is not intended to give specific guidelines for every conceivable personnel action but rather is to be a guide for resolving personnel matters.

Personnel Policies are developed by the City Administrator and must be approved by the City Commission. The general content of these policies includes information regarding equal employment opportunity, a work environment that is free of discrimination, bullying, retaliation, and harassment, including sexual harassment, a code of conduct, and personnel files.

### **1.02 Management Authority**

The City may modify, revoke, suspend, interpret, terminate, or change any or all its policies and procedures in whole or in part at any time. Policy administration rests with the City Administrator, and the City Administrator reserves sole authority over City operations.

The City Administrator is delegated the responsibility for developing, administering, interpreting, and maintaining personnel policies. All supervisors are responsible for enforcing these policies. Supervisors are responsible for assisting the employee in accessing an electronic copy of the City policies. All employees have a responsibility and role in implementing these policies and procedures.

These personnel policies apply to all City employees, including temporary employees, except where these policies may conflict with federal or State law.

These policies may be supplemented by departmental procedures, practices, standing orders, or other technical matters.

### **1.03 At-Will Employment**

Employment with the City is for an indefinite term. All employment by the City has been and continues to be At-Will, except for those positions that may have a written contract approved by the City Commissioners. That means that both the employee and the City have the right to terminate the employment relationship at any time, with or without notice, and with or without cause. Nothing in this Manual is intended to alter the continuing At-Will status of employment with the City. This Manual does not constitute a contract of employment.

### **1.04 Equal Opportunity Employer**

The City of Starbase is an Equal Opportunity Employer. The City does not discriminate against qualified applicants or its employees in its employment policies, practices, and access to its services. Any discrimination against any person in recruitment, hiring, discharge, pay, benefits, membership, training, examination, appointment, promotion, retention, discipline, or any other term or condition of employment is prohibited because of race, color, sex, gender (including pregnancy, childbirth, and pregnancy-related conditions), age, religion, national origin, veteran status, marital status, disability, on the basis of genetic information and all other categories protected by law. The City does not allow illegal discrimination in the workplace. Conduct found to violate the City's policies relating to discrimination and harassment may lead to

discipline up to and including employee termination.

### **1.05 Americans with Disabilities Act (ADA)**

The City is committed to complying with all applicable provisions of the ADA. It is the City's policy not to discriminate against any qualified employee or applicant regarding any terms or conditions of employment because of such an individual's disability.

Consistent with its policy on nondiscrimination, the City will provide reasonable accommodation determined through an interactive process to a qualified employee or applicant with a disability as defined by the ADA, who has requested reasonable accommodation, provided that such accommodation does not place an undue hardship upon the City.

An employee or applicant with a disability who believes that he or she needs reasonable accommodation should submit a written request to the City Administrator. The City encourages applicants and employees to make the City aware of any disability and to request reasonable accommodation.

#### **Procedure for Requesting Accommodation**

Accommodation requests will be evaluated on a case-by-case basis through a dialogue between the applicant or employee requesting the accommodation and the City Administrator or designee. In response to an accommodation request, and in compliance with the ADA and the interactive process, the City Administrator will engage with the applicant or employee to discuss and identify the precise limitations resulting from the disability and the potential accommodation required for the interview process or to enable the employee to perform the essential functions of his or her job. If an employee seeks accommodation but is unable to suggest appropriate accommodation, the City may consult with outside agencies and organizations to identify reasonable accommodation options for the specific situation.

The City Administrator or designee will determine the feasibility of employee-requested accommodation. Various factors will be considered, including but not limited to the nature and cost of the accommodation, the City's overall financial resources, the accommodation's impact on the operations of the City and the individual department, including its impact on the ability of other employees to perform their duties, and on the City's ability to conduct business. The ADA does not generally require the City to make the best possible accommodation, to reallocate essential job functions, or to provide personal use items at the City's cost (i.e., eyeglasses, hearing aids, wheelchairs, etc.) or to provide accommodations which would represent an undue hardship to the City (be unduly costly, extensive, substantial, or disruptive or would fundamentally alter the nature or operation of City business).

The City Administrator or designee will inform the employee of management's determination, or any proposed alternative accommodation, and implement the approved accommodation. Management's decision will be final.

### **1.06 Reasonable Accommodations for Pregnant Workers**

To the extent required by the federal Pregnant Workers Fairness Act (PWFA) and pursuant to Texas Labor Code Section 21.106, the City will provide reasonable accommodations to employees and applicants with limitations related to pregnancy, childbirth, or related medical conditions, unless the accommodation will cause undue hardship to the City's operations.

## Policy

An employee or applicant may request accommodation due to pregnancy, childbirth, or a related medical condition.

Specific accommodations called “predictable assessments” are deemed, per se, reasonable and not imposing an undue hardship. These include allowing an employee:

- to carry or keep water near and drink, as needed.
- to take additional restroom breaks, as needed.
- whose work requires standing to sit and whose work requires sitting to stand, as needed; and
- to take breaks to eat and drink, as needed.

Other accommodation can be requested in writing to the City Administrator. The accommodation request should include an explanation of the pregnancy-related limitations, the accommodation needed, and any alternative accommodation(s) that might be reasonable. Depending on the nature of the accommodation, the employee or applicant may be requested to submit a statement from a health care provider substantiating the need for the accommodation. Upon receipt of an accommodation request, the City Administrator or designee will contact the employee or applicant to discuss the request and determine if an accommodation is reasonable and can be provided without significant difficulty or expense, i.e., undue hardship.

Examples of possible reasonable accommodation include:

- Changing equipment, devices, or workstations, such as providing a stool to sit on, or a way to do work while standing.
- Changing a uniform or dress code or providing safety equipment that fits.
- Changing a work schedule, such as having shorter hours, part-time work, or a later start time.
- Telework or a hybrid work schedule.
- Temporary reassignment to a vacant position.
- Temporary suspension of one or more essential functions of a job.
- Leave for health care appointments.
- Light duty or help with lifting or other manual labor; or
- Leave to recover from childbirth or other medical conditions related to pregnancy or childbirth.

If there is more than one accommodation that will meet the needs of the employee or applicant, the City may choose between the accommodations. An employee may request paid or unpaid leave as a reasonable accommodation under this policy; however, the City will not require an employee to take time off if another reasonable accommodation can be provided that will allow the employee to continue to work.

The City prohibits any retaliation, harassment, or adverse action due to an individual's request for accommodation under this policy or for reporting or participating in an investigation of unlawful discrimination under this policy.

## **1.07 Discrimination and Retaliation-Free Work Environment**

All City employees are entitled to a work environment free from discrimination and retaliation. Discriminatory treatment occurs when an individual uses a protected class (those groups protected from employment discrimination by law) as a basis for an adverse employment action or decision. This policy covers allegations of race, color, religion, sex (including pregnancy, childbirth, or related medical conditions), national origin, age, disability, or genetic information discrimination in transfer, compensation, termination, and conditions or privileges of employment.

The City considers discrimination and retaliation to be grave acts of misconduct and may subject the perpetrator to disciplinary action up to and including termination. Supervisors are accountable and have an obligation to pursue a discrimination and retaliation-free workplace environment.

The City will investigate every report of an alleged incident made in the workplace and will take appropriate action. The result of that action may range from informal counseling to disciplinary action, up to and including termination, the first time such behavior occurs. Every City employee shall support and enforce this policy.

## **1.08 Harassment-Free Work Environment**

It is the right of all employees to perform their jobs in an environment free from all forms of harassment, including innuendo, unwelcome physical contact, verbal suggestiveness, or derogatory ethnic/racial/sexual remarks. While supervisors are responsible for creating and maintaining an atmosphere free of harassment, employees are responsible for respecting the rights of co-workers and others entering the workplace. The City does not tolerate conduct or material that is offensive to a reasonable person, or retaliation.

The City of Starbase prohibits sexual harassment of its employees by management, supervisors, co-workers, elected officials, volunteers, citizens, and other third parties. Sexual harassment negatively affects morale, motivation, and job performance. It is inappropriate, offensive, illegal, and will not be tolerated.

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

- submission to such conduct is either expressed or implied as a term or condition of an individual's employment.
- submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual.
- such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

Prohibited conduct includes but is not limited to unwelcome verbal behavior such as comments, suggestions, jokes, or derogatory remarks based on sex; unwanted physical behavior such as pats, squeezes; visual harassment such as posting of sexually suggestive or derogatory pictures, cartoons, drawings or electronic messages, even at one's work station; unwanted sexual advances, pressure for sexual favors or basing employment decisions (such as an employee's performance evaluations, work assignments, or advancement) upon the employee's acquiescence to sexually harassing behavior in the workplace.

Supervisors are accountable and have an obligation to ensure that their employees are afforded the opportunity to work in an environment that is free from sexually discriminatory insults, ridicule, intimidation,

or other types of harassment.

Any employee who is aware of any instances of sexual harassment shall report the alleged act immediately. If the employee is uncomfortable in discussing the matter with the supervisor or if the supervisor is not available, the employee shall report the alleged act immediately to the City Administrator. Supervisors who receive a sexual harassment complaint shall immediately contact the City Administrator.

The City does not tolerate sexual harassment, nor does it tolerate reprisals against an employee who makes a sexual harassment complaint. All complaints will be investigated promptly, impartially, and discreetly. Upon completion of the investigation, the appropriate parties will be notified immediately of the findings. Any employee who violates this policy is subject to disciplinary action, up to and including termination.

Appropriate action will be taken with outside parties who are in violation of this policy. Any supervisor who receives a complaint of sexual harassment and fails to report or take corrective action pursuant to this policy is also subject to disciplinary action. All employees are responsible for reporting incidences of sexual harassment. Any employee who refuses to cooperate in the investigation, or who files a complaint of sexual harassment in bad faith, will be subject to disciplinary action up to and including termination.

Retaliation, in any form, against an employee for reporting a complaint in good faith under this policy, or for assisting in the investigation of such a complaint, is prohibited.

We trust that the employees will act responsibly to maintain a pleasant working environment, free of discrimination, allowing each employee to perform to his/her maximum potential. The City encourages any employee to bring questions he/she may have regarding discrimination of this type to the City Administrator for guidance and clarification. This non-discrimination policy applies not only to employees, but also to vendors, customers, volunteers, and others who enter the City's workplace or use the City's programs or services.

### **Harassment and Anti-Violence Workplace**

The City prohibits and does not tolerate employee conduct that is harassing, intimidating, bullying, threatening or violent, including, but not limited to: inappropriate or harassing comments, jokes, references, or mannerisms; threats of violence; physical challenges to fight; stalking; inappropriate or harassing physical conduct; attempted assault or assaulting of fellow employee(s), vendors, customers, or any others who enter our workplace. Employees should make any complaint that they may have under this policy by notifying the City Administrator verbally or in writing. Any employee found in violation of this policy will be subject to disciplinary action, up to and including termination. Supervisors are required to immediately take action, report, and notify the City Administrator of any conduct that is harassing, intimidating, bullying, threatening, or violent.

### **Online & Electronic Harassment**

Consistent with the spirit and intent of the Sexual Harassment and Discrimination Policy and the Harassment and Anti-Violence Workplace Policy mentioned above, the City will not tolerate harassing, intimidating, bullying, threatening, or violent employee or volunteer conduct or behavior that creates intimidating, hostile, or offensive environments online or through electronic means. The City prohibits such conduct whether it occurs at work or outside of work via any social media, including but not limited to chats, tweets, message boards, blogs, social networking sites such as Facebook, LinkedIn, X, instant messaging, avatars, spam,

redirected or automatic linking, popups, or other Internet sources or through electronic means such as text messages, email messages, voicemail messages, or images relayed on cell phones, computers, or tablets when they are directed toward or concern a City employee, a City representative or when they create a harassing, bullying, or intimidating environment at work. These forms of harassment, commonly referred to as online harassment, cyberstalking, cyberbullying, or textual harassment, are prohibited to the same extent as similar in-person conduct or comments are prohibited as described in the Sexual Harassment and Discrimination Policy. The transmission of offensive messages, humiliating comments, threats, or pornographic or lewd images or recordings by City employees to or about any other employee or representative, whether on City-provided equipment or otherwise, constitutes a violation of this policy. An employee who suspects he or she has been subjected to online harassment should save a copy of the harassing material and forward the material to the City Administrator. Any employee who violates this policy will be subject to disciplinary action, up to and including termination.

### **Online Impersonation**

Employees should be aware that Section 33.07 of the Texas Penal Code criminalizes the act of masquerading on social media. This is also known as “catfishing,” which means attempting to pretend to be someone you are not online and includes creating a fake profile on a social networking site to enable online communications or to open social media accounts with a different identity. This type of online impersonation includes posting or messaging the name, address, phone number, or other identifying information about a person without their consent and with the intent to cause the recipient of the communications to believe the person transmitting is authorized to do so, and has the intent to harm or defraud, intimidate, or threaten.

Any employee found in violation of this policy will be considered to have violated the City’s policy concerning online harassment and will be subject to disciplinary action, up to and including termination. The only exception to this policy involves undercover police operations at the direction of the Chief of Police.

### **Complaint & Grievance Procedures**

The City is committed to a workplace free of discrimination and harassment. Any employee who is a witness to, or becomes aware of, any conduct that might be considered discrimination, harassment, bullying, intimidation, threatening, or violence of any employee must immediately report the incident to their immediate supervisor or the City Administrator (Ref Section 7.03). If a supervisor is notified of a complaint, he or she should immediately notify the City Administrator. If the supervisor is the person engaging in the alleged conduct that is the subject of the complaint, the employee should report the conduct to the City Administrator. The City Administrator shall be notified of any complaint made against the Chief of Police, at which time the City Administrator shall determine the appropriate investigating party, which may include hiring an independent third party solely for the purpose of investigation. If a complaint is made against the City Administrator, the employee should report the complaint to the City Commission or City Attorney. A complaint against the City Administrator may be investigated by an independent third party if approved by the commission.

The following steps should be taken to file a complaint.

- The person should file a written complaint with the City Administrator.
- If a person is filing a complaint or grievance as a result of a known disability, the person should notify the City Administrator.
- The City Administrator may direct the assigned third party to conduct an investigation.
- If it is determined that discrimination or harassment did occur, the City will take immediate corrective action to end the harassment or discrimination, return any lost benefits or opportunities to the

employee, restore a proper workplace environment, and discipline the harasser in compliance with Texas Labor Code Sec. 21.142 Unlawful Employment Practice. The disciplinary or corrective action taken may include discipline up to and including termination.

- The City will not tolerate retaliation of any kind or in any manner. This protection extends not only to individuals who complain about unlawful harassment or activities, but also to those who serve as witnesses or participate in investigations under this policy.

Confidentiality will be maintained as much as possible regarding complaints of unlawful harassment.

### **1.09 Fraud**

The purpose of this policy is to establish a fraud policy to convey, both internally and externally, the intent and conviction that all City business is conducted with integrity using the highest ethical standards possible. To accomplish this purpose, this policy seeks to establish rules that clearly define acceptable behavior, prevent fraud, and outline the appropriate response to allegations of fraud in connection with City programs, functions, or activities. This policy applies to all City employees. Fraudulent activity is prohibited. All allegations of fraudulent activity will be investigated.

If it is determined that any employee has engaged in fraudulent activity, the employee will be subject to discipline, up to and including termination of employment, and referral may be made to an appropriate law enforcement authority. Retaliation against any employee for reporting what is believed to be fraudulent activity or for participating or cooperating in an investigation or an allegation of fraud is prohibited.

The City is committed to protecting its revenue, property, information, and other assets from any attempt, whether by members of the public, contractors, vendors, or its own employees or volunteers of the city, to gain by fraud or deceit, financial or other benefits. It is everyone's responsibility to report any possible fraudulent activity or irregularity. The City will make every reasonable effort to identify and promptly investigate all instances of known or alleged fraudulent activities or other fiscal irregularities.

When suspected fraudulent incidents or practices are observed by or made known to an employee, the employee shall report the incident or practice(s) to their supervisor. If it is inappropriate to report the incident to the supervisor or if an employee is uncomfortable reporting the incident or practice(s) to the supervisor, the employee may report it to the City Administrator.

Unless there is a conflict of interest, the City Administrator may appoint the Chief of Police or an independent third-party investigator to conduct an investigation of all suspected fraudulent acts, and the investigator shall provide the findings of the investigation, including the determination if fraudulent activities have occurred, by issuing a report to the City Administrator. If, during an administrative investigation of an employee, information is found or developed indicating the employee may have committed a criminal offense, the information will immediately be referred to the appropriate law enforcement agency for investigation.

The City will take appropriate disciplinary and legal action against employees or others found to have violated this policy, including possible termination of employment, restitution, and disclosure of available information to the appropriate authorities for criminal prosecution. Fraud will not be tolerated and will be appropriately dealt with regardless of the individual's past performance, position held, length of service, or relation to the City.

### **1.10 Employee Privacy**

The City has a policy of respecting the dignity and worth of each individual employee while expecting that

each employee shall offer his/her loyalty, respect, and best efforts in return. However, as public sector employees supported by public funds, employees should not expect privacy in their work, workstations, or any City-owned property, including vehicles or anything that belongs to the City used to produce that work.

The City shall comply with all requirements of federal and State law regarding confidentiality of medical information, including the Medical Records Privacy Act.

During the course of employment, employees may have access to confidential information. Any confidential information, whether oral, written, or electronic, must be maintained in a manner that ensures its confidentiality. The release of any such confidential information negatively impacts the City of Starbase.

Confidential information must be treated with respect and care by all employees who are authorized to have access to this information. Employees who are authorized to use or disclose confidential information also have the responsibility to safeguard access to such information. Employees who are authorized by the City of Starbase to access confidential information have a responsibility to limit access to those who are not authorized by permission and by law. The access must be appropriate to the employee's job responsibility, and on a need-to-know basis only. A breach is a violation of this policy or state or federal law, or both. No employee, other than the City Administrator or designee, may contact a medical provider or medical facility regarding the condition, test results, or medical information of an employee.

All personnel files are subject to release as allowed by the Texas Public Information Act (Chapter 552 of the Local Government Code).

### **Privacy under the Texas Public Information Act**

As official government records, most types of communication, unless they fit an exception to disclosure, may be made available to the public upon written request in accordance with the Texas Public Information Act.

Every employee is responsible for designating, in writing, whether any information about their home address, telephone number, social security number, information about family members, or emergency contact information may be released under the Texas Public Information Act. A *Public Access Option Form* shall be in the employee's official personnel file.

### **Current Address and Information**

Each employee is responsible for promptly notifying the City Secretary of changes in address, telephone number, marital status, and dependents. These changes will not be accepted through email for security reasons. This responsibility includes employees on any type of leave of absence. The City Administrator or designee will utilize the employee's legal name as displayed on the employee's Social Security card.

### **Confidentiality of Medical Information**

Federal law requires the City to maintain all employee medical information in a separate, confidential file. Therefore, in addition to a personnel file, the City maintains a separate confidential file for each employee.

Information that may be provided to the City by an employee's health care provider, and maintained in the confidential medical file, includes, but is not limited to:

- A note to justify absence
- A note to request leave
- A note to verify the employee's ability to return to work
- Medical records to support a claim for disability benefits, or PTO related to a medical condition.
- Workers' compensation records

When an employee provides information to his/her supervisor, the supervisor is expected to share the information only on a "need to know" basis.

In addition to protecting their own confidential medical information, employees must also respect the privacy and confidentiality of their co-workers' medical information. Employees are expected to use discretion and judgment when dealing with such information and are to refrain from passing along information, gossip, rumors, or anything else that may constitute an invasion of a co-worker's privacy or breach of confidence.

All employees are entitled to have their personal and medical information kept private. Under no circumstances shall a City employee disclose Protected Health Information (PHI) regarding another City employee.

Unauthorized disclosure of Personal Health Information (PHI) may subject an employee to immediate disciplinary action up to and including termination. Any employee who believes that the City is not complying with the requirements of medical record privacy may submit a written complaint to the City Administrator. The complaint must contain a description of the incident and an explanation of the circumstances surrounding the complaint.

### **1.11 Genetic Information Nondiscrimination Act (GINA) Title II**

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with GINA, employees are directed not to provide any genetic information when responding to any City request for medical information. "Genetic information," as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or embryo lawfully held by an individual or family member receiving assistive reproductive services. It is unlawful for a covered entity to disclose genetic information about applicants, employees, or members. If the City acquires genetic information through the narrow exceptions allowed by this law, that information will be kept confidential and in a separate medical file. The genetic information may be kept in the same file as other medical information in compliance with the Americans with Disabilities Act Amendment Act (ADAAA). There are limited exceptions to this non-disclosure rule, such as exceptions that provide for the disclosure of relevant genetic information to government officials investigating compliance with Title II of GINA and for disclosures made pursuant to a court order.

### **1.12 Computer Use**

Internet access is provided by the City for use in attaining departmental objectives and goals. Use of the Internet to perform a job or enhance job effectiveness is permitted. Users are required to delete personal or non-business-related e-mail on City computers. Users should not have an expectation of privacy on a City-provided server, including internet access or e-mail.

## **Acceptable Use**

Permissible use of the System is to carry forward City business. Use is encouraged when it results in the most efficient and effective means of communication. It is the responsibility of the employee to use the System, including the internet and e-mail, to assist in carrying out the business purposes of the City. This includes, but is not limited to:

- Perform job functions.
- Communicate information in a timely manner.
- Coordinate meetings of individuals, locations, and City resources.
- And communicate with outside organizations as required, performing an employee's job functions.

## **Unacceptable Use**

Unless the use is related to the employee's job duties or authorized by a supervisor, employees may not use the System for any of the following purposes:

- Disable, remove, bypass, or uninstall any standard workstation, laptop, or mobile device host management controls (i.e., anti-virus software, mobile agents).
- Attempt to bypass permissions and access assigned to the employee.
- Share passwords or transmit outside of the City of Starbase networks any usernames, passwords, certificates, or other credential information utilized to access the City of Starbase's networks.
- Under no circumstances is an employee of the City of Starbase authorized to engage in any activity that is illegal under local, state, federal, or international law while utilizing City of Starbase-owned resources.
- The City's System will not be used for any other employment, including self-employment.
- Sending unsolicited email messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material (email spam), or creating or forwarding chain letters.
- Sending, forwarding, creating, downloading, viewing, storing, or copying e-mails or information that violates any City policy, especially that of a racial or sexual nature, or that contains other derogatory content that violates any City policy. Employees who receive inappropriate e-mails with content not within the City's policies from any City employee must immediately report the matter to their supervisor or City Administrator.
- Follow unknown email links and attachments. Treat them as suspicious unless the employee is expecting to receive them. Report any suspicious emails to the City Administrator.
- Surfing internet websites that are offensive, sexually explicit, abusive, threatening, or using e-mail inappropriate for the workplace, or in an inappropriate manner.
- Spending excessive amounts of time on personal e-mail, surfing the internet, or participating in chat rooms. Excessive use is defined as any use that could generate additional expenses to the City, or decrease customer service internally or externally, or otherwise lower the productivity of employees.
- Intentionally and maliciously misrepresenting the originator of any type of electronic information.
- Installing copies of any software onto City of Starbase computers or copying software from the City's computer to install on any other computer.

## **Ownership**

All electronic information on the System remains the property of the City, and employees should have no expectations of the right to privacy in the use of the System, even if for permitted personal use. Employees must recognize that it is within the capabilities of the System to recover previously deleted elements at any

time, and those recovered elements remain the property of the City.

### **Monitoring**

The City reserves the right, with or without notice, at any time, for any reason, to monitor the use of the System and to access information sent, received, or stored.

### **Public Disclosure**

Any information on the System is presumed to be subject to disclosure, upon request, as public information. Therefore, employees should use discretion in making use of the System to discuss sensitive matters or matters in litigation.

### **Passwords**

Passwords are an important aspect of computer security. Employees must take every precaution to protect their passwords, and at no time should any password be shared.

If an account or password is suspected to have been compromised or shared, a mandatory password reset is required immediately. Employees should report any suspected compromise to the City Administrator or Assistant City Administrator.

### **DIR-Certified Cybersecurity Training**

Texas Government Code § 2054.5191 requires all City employees, elected officials, and appointed officials having access to a local government computer system/ database to complete an annual cybersecurity training certified by the Texas Department of Information Resources (DIR). New and existing employees will be informed about their responsibilities and applicable policies regarding cybersecurity.

## **1.13 Prohibited Applications Policy**

### **Purpose**

To implement an information technology approach focused on protecting the City's sensitive information and critical infrastructure as required by Chapter 620, Texas Government Code, from technology believed to pose a threat to governmental infrastructure, by prohibiting and preventing the download or use of prohibited technologies on any City-owned or issued electronic device.

### **Roles and Responsibilities**

All City employees are expected to be familiar with and adhere to the terms of this policy and all sub-policies and procedures.

City employees are prohibited on any City-issued, owned or leased devices, from downloading, installing or using the social media service TikTok, or any successor application or service developed, provided, or owned by ByteDance Ltd., such as Tik Tok, or any subsidiary or any prohibited software/applications/developers listed on <https://dir.texas.gov/information-security/prohibited-technologies> or a social media application/service, as referenced in Section 620.005 Texas Government Code. City staff may prohibit the use of TikTok on City devices by limiting network access to the application.

### **Exceptions**

Exceptions to the ban on prohibited technologies, as required by state law, may only be approved by

the Police Chief, City Administrator, or their designee:

- a) When the use of prohibited technologies is required for a specific business need, such as enabling criminal investigations or for developing or implementing information security measures.
- b) Any such exception must be detailed and include (1) the use of measures to mitigate risks to the security of city information during the use of the covered application; and (2) the documentation of those measures.
- c) To the extent practicable, exception-based use should only be performed on devices that are not used for other city business and on non-city networks. Cameras and microphones should be disabled on devices for exception-based use.

### **Compliance**

Compliance with this policy will be verified through various methods for City-owned, leased, and issued devices, including but not limited to IT/security system reports. Violations of this policy will result in coaching, and repeat offenses may result in disciplinary action up to and including termination of employment.

If the underlying statute, Texas Government Code §§ 620.001- .006, is declared unconstitutional, unenforceable, or vacated by a court of competent jurisdiction, this policy is void.

### **1.14 Use of P-Cards**

The City of Starbase will utilize credit cards, also called P-Cards, when making City purchases, emergency purchases, and for use during City-sponsored travel, or other special purposes. The City of Starbase City Administrator is designated to be responsible for the City of Starbase P-card issuance, accounting, monitoring, retrieval, and general oversight. City P-cards may be used only by those authorized and only for the purchase of goods or services for the official business of the City of Starbase. All authorized users of City P-cards shall submit documentation detailing the goods or services purchased, the cost of the goods or services, the date of the purchase, and the official business for which it was purchased. Upon termination of an employee who has been issued a City P-card, that employee shall immediately return the card to the City of Starbase City Administrator or designee; the City Administrator shall immediately terminate access to any P-card of a terminated employee.

An authorized employee, who is issued a City P-card, is responsible for its protection and custody, and shall immediately notify the City Administrator if the card is lost or stolen.

If a City P-card is used to make a purchase and the employee does not have a receipt to support the purchase, the employee may be asked to reimburse the City for the cost of the unsupported purchase.

Unauthorized use of a City P-card shall result in disciplinary measures to the fullest extent of the law and may include termination.

### **1.15 Use of City Property**

City facilities, equipment, supplies, and other City resources are made available to help employees perform their job duties and not for their personal use. The City, however, recognizes that under certain circumstances, the employee's occasional brief use of City telephones, computers, e-mail, copiers, Internet, and similar resources for personal use may be necessary or beneficial to the City. The City may establish separate

procedures governing the use of specific equipment. An employee who violates this policy with excessive use of City equipment for personal use shall be subject to disciplinary action up to and including termination.

An employee who causes or permits loss or damage to City property or City-issued equipment to occur through a negligent act or through omission or otherwise misuses or abuses of City property may be held responsible and subject to the cost of repairing or replacing any City supplies, materials, equipment, or other damaged property.

## **1.16 Use of City Vehicles**

**City Vehicle-** any vehicle that is owned or leased by the City.

Employees who operate a City vehicle shall not use such vehicle for any purpose not related to City business. Vehicle operators must have a valid Texas Operator's License for the like and kind vehicle being operated and must observe traffic laws at all times. All City employees must always be secured by safety belts while the vehicle or equipment is being operated.

There shall be no tobacco products, smokeless cigarettes, or vaping items used inside any City vehicle, nor while operating any machinery or equipment. While in a City vehicle, it is prohibited to purchase alcohol or alcoholic beverages, to transport alcohol or drug paraphernalia; an exception to this policy is a police officer in the course and scope of his duties at the direction of the Chief of Police or designee.

Employees, other than certified peace officers, may not carry a firearm in a City vehicle. Employees who operate City vehicles may not carry passengers who are not employees of the City at any time and may only carry such passengers as are required for the performance of City business, or when other civic or social activities are in the best interest of the City, as determined by the City Administrator.

Employees who operate a City vehicle, leased or owned, or who operate their personal vehicle while on City business, are responsible for any and all traffic and parking citations received while operating the vehicle, and must comply with Texas financial responsibility laws regarding insurance. If any employee operating their own vehicle on City business is involved in a motor vehicle accident, the employee must report the accident immediately to the supervisor or City Administrator within 24 hours.

## **CHAPTER 2. RECRUITMENT AND EMPLOYMENT**

### **2.01 Vacancies and Applications**

The City shall attract and recruit staff that reflects the diversity of the community.

Open positions shall be posted on the City's Applicant Tracking System (ATS) along with the requirements needed to perform the job. The intent of the job posting process is to enable all candidates to apply for vacancies for which they feel they are qualified.

Applicants must complete an official City job application; resumes will not be accepted in lieu of a completed application.

The City maintains applications in response to open positions. Applications are maintained in the City's

Applicant Tracking System in accordance with the Texas State Library and Archives Commission Retention Schedule for Records.

## **2.02 Evaluation and Selection of Applicants**

To ensure that individuals who join the City are well qualified and have a strong potential to be productive and successful, the City may check the employment references of all applicants, conduct drug and alcohol screening, a physical, and background investigations, including but not limited to fingerprinting, a criminal history background check, a motor vehicle records investigation, and a credit check.

The City Administrator may reject any application that indicates on its face that the applicant does not possess the minimum qualifications required for the position for the following reasons:

- He or she is not able to perform the essential functions of the position to which he or she seeks appointment, with or without necessary accommodation.
- He or she engages in the illegal use or excessive use of drugs or intoxicants, has tampered with, or refused to submit to a pre-employment drug or alcohol test.
- He or she has been found guilty of a felony or a crime involving moral turpitude.
- He or she has been dismissed from a previous employment for disciplinary reasons, with or without reasonable cause.
- He or she has been dismissed previously from the City's service.
- He or she has intentionally made false statements in his or her application.

All offers of employment shall be completed and sent to the candidate by the City Administrator or designee.

### ***Criminal History***

Conditional offers of employment and continued employment are contingent upon receipt and review of an applicant's or employee's criminal history record. An applicant may be disqualified, or an employee may be terminated, if it is found that the applicant or employee has a criminal history record that is inappropriate for the position.

Employees must immediately report to their supervisor any arrest, charge, or indictment, whether related to on-duty or off-duty events. The supervisor will, in turn, immediately notify the City Administrator regarding all related incidents.

During the pendency of any charges, a determination by the City Administrator or designee will be made in consultation with the City Attorney to determine whether the employee will remain in their current position, be transferred, demoted, or given time off work in a paid or unpaid status, or be terminated. An employee who fails to timely report the event under this section may be disciplined up to and including termination. The burden of providing proof to change a determination under this policy is placed on the employee.

### **Certified Law Enforcement Officers**

**Background Investigation.** All applicants shall be subject to a rigid background investigation pursuant to the standards of the Texas Commission on Law Enforcement (T.C.O.L.E.).

**Testing.** All qualified police applicants shall be tested to determine their basic qualifications for the job,

including a physical readiness test. Said test shall be prepared by or under the direction of the Chief of Police.

**Review Board.** Applicants who successfully pass the background investigation and testing shall be interviewed.

After interviewing, the Chief of Police shall rank the applicants in order based upon qualifications, test scores, and interview. The Chief of Police may hire any individual who passes the background investigation, physical readiness test, drug and alcohol test, and interview process, regardless of rank or score that may result from a group of applicants.

**Citizenship.** All candidates for employment as a uniformed peace officer must comply with the citizenship requirements of the Texas Commission on Law Enforcement (TCOLE).

### **2.03 Age Requirements**

Age limits are indicated in some job descriptions for various positions on the basis of bona fide occupational qualifications or statutory requirements. Where no age requirements are specified, the following apply:

No person under the age of 18 years of age shall be employed as an employee in any position requiring the operation of a motorized vehicle owned or leased by the City or in positions of a hazardous nature.

Within statutory limits and restrictions, minors (age 16 or 17) may only be considered for employment in positions of non-hazardous nature. Occupations declared to be hazardous to persons between 16 and 18 years of age by the Department of Labor include: motor vehicle driver and outside helper on a motor vehicle, operating power-driven machines, operating elevators and power-driven hoisting equipment, operating chain saws, circular saws, and guillotine shears, excavation, and roofing-related activities.

### **2.04 Immigration Law Requirements**

The City will comply with all established federal immigration laws. Employees must provide employment authorization to work in the United States within three (3) days of hire. Failure to provide appropriate documentation to support employment authorization within three (3) days of the hire date will result in immediate termination, as required by federal law and regulation.

The City of Starbase utilizes E-Verify to validate all I-9 information.

Any employee working under a temporary work document must provide the City Administrator or designee with unexpired, proper employment eligibility documentation; failure to comply with this provision will result in termination.

Any employee whose authorization to work in the United States is to expire must present legal proof that they may continue to remain employed, or the employee will be subject to immediate termination for cause.

Any person found to have presented fraudulent documents in order to work in the United States will be immediately terminated for cause.

## **2.05 New Employee Processing and Orientation**

The hiring supervisor will ensure a successful orientation for all new employees. This will include the successful completion of all required paperwork upon beginning work for the City. The department will be tasked with ensuring that new hires or newly promoted employees are properly trained in the safe use and operation of position-specific tools and equipment and provided with the necessary Personal Protective Equipment (PPE).

## **2.06 Introductory Period**

Every person initially hired for or promoted to a position in the City shall be required to successfully complete an Introductory Period of ninety (90) days. Completion of the Introductory Period does not change the employment-at-will relationship, and either party may terminate the employment relationship at any time, with or without notice, and with or without cause.

Performance will be evaluated throughout the Introductory Period, and when applicable, progressive discipline, as outlined in this manual, shall be used. Only those employees who meet acceptable standards during their Introductory Period shall be retained. The direct supervisor will provide feedback to the employee during this Period.

An employee is considered to have failed in the Introductory Period when it is determined that the employee's fitness, job performance, quality or quantity of work, attendance, or combination thereof does not meet minimum job performance standards and expectations for the position. Failure of the Introductory Period may occur at any time within the Period and shall not be considered part of the disciplinary process.

An employee who fails the Introductory Period may be separated from City service and will not be paid their accrued PTO.

An employee failing the Introductory Period shall have no right of appeal except on the grounds of discrimination prohibited by law, in which case the employee may appeal in writing to the City Administrator.

## **2.07 Re-Employment**

To be considered for re-employment, a former employee must have demonstrated acceptable performance in their prior service with the City and must meet the minimum qualifications for the position for which they are applying. The employee must remain mentally and physically qualified to perform the essential functions of the job and may be required to pass a physical examination (depending on the position) and a drug and alcohol screen as required by all candidates for employment.

Individuals who were terminated from the City, who resigned without giving two weeks' notice, or who failed to work their final two weeks, who resigned not in good standing or in lieu of discharge, who resigned pending the outcome of an investigation in which they were the subject of or party to, or who are not otherwise recommended for rehire, are generally not eligible for rehire. These individuals may only be considered for employment with the City of Starbase after discussion and agreement between the supervisor and City Administrator.

Rehired employees are subject to the conditions of employment and benefits of a newly hired employee,

including the Introductory Period if separation has been longer than 30 days.

## 2.08 Nepotism

**Nepotism** - is the practice of showing unfair favoritism toward a relative.

The employment of relatives can cause various problems, including but not limited to charges of favoritism, conflicts of interest, family discord, and scheduling conflicts that may work to the disadvantage of both the City of Starbase and its employees. In keeping with the City of Starbase policy, no City officer or employee shall violate any applicable nepotism law of the State of Texas as it now reads or may read in the future.

No person who is related within the second degree of affinity (marriage) or within the third degree of consanguinity (blood) to a member of the City Commissioners or to the City Administrator is eligible for any office, position, or service with the City. The practice of nepotism in both personnel matters and the awarding of contracts is prohibited. Every employee must make full disclosure of any situation that involves or may involve a conflict between the employee and the interests of the City.

It is the general policy of the City that relatives within the second degree shall not be employed in the same department or organizational unit. Any exceptions shall be approved in advance by the City Administrator. If an exception is made and it is later determined that nepotism has caused concern or conflict, the employee hired last shall be separated from employment by the City Administrator.

Prohibited degrees of relationship are defined in the following chart:

### CONSANGUINITY (BLOOD) KINSHIP CHART

	<u>FIRST DEGREE</u>	<u>SECOND DEGREE</u>	<u>THIRD DEGREE</u>
<b>EMPLOYEE</b>	Father	Brother	Aunt
	Mother	Sister	Uncle
	Son	Grandfather	Nephew
	Daughter	Grandmother	Niece
		Granddaughter	Great Grandfather
		Grandson	Great Grandmother
			Great Granddaughter
			Great Grandson

(The spouses of the above persons are also included in the prohibited degree of relationship.)

### AFFINITY (MARRIAGE) KINSHIP CHART

<u>FIRST DEGREE</u>	<u>SECOND DEGREE</u>
Spouse	Brother
Mother	Sister
Father	Grandfather

Son  
Daughter

Grandmother  
Granddaughter/son

### **Non-Fraternization**

Supervisors are prohibited from dating or having any involvement of a romantic nature with subordinates.

### **2.09 Residence**

There shall be no absolute residence requirement for City employment except for law enforcement officers, who must live within a 45-minute response time.

### **2.10 Political Candidacy by City Employees**

The following shall apply when City employees seek elected office.

- A City employee who intends to run for City Commissioner within the City of Starbase shall notify the City Administrator **before** announcing and applying for candidacy.
- A City Employee seeking election to the City of Starbase City Commission must voluntarily resign their employment with the City of Starbase upon becoming a candidate for public office.
- A City Employee may seek election to or be a candidate for a political office, if such office does not pose a conflict of interest related to his/her job duties, authority, work hours, or other related aspects of employment. If elected or appointed to a political office (such as city commissioner for another city, county commissioner, city council, school board, etc.), and such office is clearly inconsistent, incompatible, or in conflict with his/ her duties as a City employee, the employee shall terminate City employment prior to assuming the elected or appointed office.
- The City Administrator will determine if a potential conflict exists based on the candidate and this policy.

## **CHAPTER 3. COMPENSATION AND WORK HOURS**

### **3.01 Salary Policy**

The City shall provide wages based upon the required knowledge, skills, abilities, education, training, and experience required for the position, and upon the relative influences of the local labor market conditions.

### **3.02 Categories**

Each employee is designated as either exempt or non-exempt in accordance with federal regulations for overtime and minimum wage requirements through the Fair Labor Standards Act (FLSA).

*Exempt* – an employee in a position paid on a salary basis, regardless of the number of hours worked in a pay period, and exempt from the provisions of the FLSA's minimum wage and overtime regulations. Exempt employees are not legally entitled to overtime compensation for work performed beyond 40 hours in a workweek.

*Non-exempt* – an employee who is not classified as “exempt” and is paid on an hourly basis for the number of hours worked in the work week. Employees in these positions are subject to the provisions of the FLSA’s minimum wage and overtime regulations.

### **3.03 Record Keeping**

The supervisor will have full responsibility for reporting all hours worked for department employees, which shall be maintained in the electronic attendance/ payroll system. All timecards will be approved by the deadline established by the City Administrator in order to process payroll in a timely manner.

### **3.04 Pay Upon Separation**

All employees who have successfully completed the Introductory Period and who leave the service of the City for any reason shall receive all pay that is legally due. Any indebtedness to the City that the employee may have incurred shall be deducted from the final paycheck in accordance with the signed *Wage Deduction Authorization Agreement Form*.

All employees who resign shall give at least two (2) weeks' written notice before the effective date of resignation in order to leave in good standing. Employees who are terminated or who do not provide two weeks' advanced written notice may not be paid out for their accrued PTO.

If it is in the best interest of the City, the City Administrator or designee may waive the final two (2) weeks of employment. If the City waives the final two (2) weeks of employment, the employee may be compensated for the two (2) weeks and be paid for their accrued PTO up to the maximum accrual.

An employee should not plan to use accrued leave during their final two (2) weeks' notice period. If the employee does not work their final two weeks and has no supporting medical documentation, the employee may risk losing payment of accrued PTO. Exceptions may be made for extenuating medical circumstances.

### **3.05 Work Week & Attendance**

The City of Starbase’s work week begins at 12:00 AM on Sunday and ends the following Saturday at 11:59 PM. City Offices are open to the public for business transactions from 8:00 a.m. to 5:00 p.m., Monday through Friday. The Police Department shall be open to the public continuously. Police Officers are scheduled to work eighty (80) hours in a two-week pay period. All other regular, full-time employees are scheduled to work forty (40) hours per week, but may be required to work additional hours.

Supervisors will exercise the primary management-level responsibility to oversee employee attendance. Excessive absences, excessive tardiness, failure to report to work without reporting the reason to the immediate supervisor, failure to follow the procedures for requesting or using leave are undesirable performance factors and will be managed by supervisors who may take disciplinary action, up to and including termination.

Failure to report to work without notice for three consecutive business days will constitute an abandonment of the job and will result in termination for No-Call-No-Show. If the first no-call, no-show is a Friday and the second no-call, no-show is on Monday of the following week, this shall constitute abandonment of job and will result in termination.

### **3.06 Overtime**

The City has the right to require that overtime hours be compensated in the form of pay or Compensatory Time, as determined appropriate by the supervisor. Overtime compensated monetarily shall be calculated as required by FLSA. Overtime shall be calculated to the next quarter hour. All overtime to be worked must be approved in advance by the supervisor.

Overtime shall be defined as:

- Police Officers – all hours worked in excess of eighty (80) during a two-week pay period.
- All other employees - all hours worked in excess of forty (40) hours during one (1) work week.

Minimum overtime amounts shall include additional time worked at the beginning or end of the regular shift and shall be limited to the actual time worked. All other employees called to work after finishing a regular shift shall be awarded a minimum of one (1) hour.

### **3.07 Compensatory Time (Comp Time)**

The City has the right to award Compensatory Time in lieu of paid overtime. Only non-exempt employees are eligible for Compensatory Time. Compensatory time off at one and one-half times the hours of overtime worked will be permitted in lieu of actual cash payment, which shall be determined by the City. Supervisors must approve the accrual and the taking of Compensatory Time in advance.

### **3.08 Incentive Pay**

Incentive pay includes pay for specified certifications directly related to the position held. Law enforcement officers may also receive a stipend for a college degree. The City may arrange for such stipends as the budget allows, and payment of such shall be determined each fiscal year by City Commissioners. Incentive pay is not guaranteed from year to year. Incentive pay is not included in an employee's base wage but shall be included as earned income for tax, garnishment, overtime, employee benefits, and TMRS purposes.

A list of those professional certifications or designations eligible for pay shall be approved by the City Administrator or designee.

### **3.09 Breaks**

Employees shall be provided one (1) hour for lunch, and two (2) 15-minute breaks. Rest breaks of 15 minutes or less are not required by law and must be counted as time worked. Law enforcement officers shall be paid continuously without deduction for breaks and mealtimes taken.

### **3.10 Lactation**

In accordance with the Pump Act of 2023, the City shall provide reasonable break times and shall provide a private place, other than a bathroom, which is shielded from view and free from intrusion from other employees and the public to express breast milk. An employee who needs to express breast milk during working hours should inform their supervisor to arrange break times. Under Texas Law, a public employer may not suspend or terminate employment of, or otherwise discriminate against, an employee because she

has asserted her right to express breast milk in the workplace.

Rights under the Pump Act apply to impacted employees for one year after childbirth.

### **3.11 Retirement**

Effective on the date of employment, employee participation in the Texas Municipal Retirement System (TMRS) is mandatory if the employee's position normally requires them to work at least 1,000 hours per year. Employees contribute seven (7%) percent of their gross compensation, and the City matches the employees' contributions at a 2 to 1 ratio. The provisions of the retirement program are covered in the TMRS Handbook, available by visiting <https://www.tmrs.org>.

The City provides a five (5) year vesting, which means an employee who completes five (5) years of service to the City and then separates from employment with the City (without withdrawing his/her deposits) becomes entitled to service retirement at age 60. An employee can retire at any age after twenty (20) years of credited service.

### **3.12 Social Security and Medicare**

The City participates in the Federal Insurance Contributions Act (FICA) and Medicare system, which provide benefits in the event of retirement or disability, as governed by federal law.

### **3.13 Unemployment Insurance**

All employees of the City are covered under the Texas Unemployment Compensation Insurance Program. The premium for this insurance is paid by the City.

### **3.14 Bi-Weekly Payroll**

The City of Starbase operates on a bi-weekly payroll system, and pay stubs are issued electronically twenty-six times a calendar year. Employee benefit deductions are taken out of twenty-four (24) of the twenty-six (26) payrolls issued in the calendar year.

### **3.15 Direct Deposit and Check Stubs**

Direct deposit offers a cost-effective way of ensuring that all employees are paid in a timely manner. Therefore, all employees are required to have direct deposit for their pay.

The City will deposit funds into the financial institution where the employee is the owner of the account on the designated pay day. The City's payroll system will be set up using the employee's legal name as shown on their Social Security card. Employees are responsible for notifying the City Administrator of current banking information.

### **3.16 Errors in Pay**

It is the employee's responsibility to notify the City Administrator if the employee detects errors in a paycheck. This includes over- and underpayments, errors in deductions, and other information that would cause a discrepancy in the net or gross income of the employee. If an error occurs that results in an overpayment to

an employee, the employee will be required to reimburse the overpayment to the City within a reasonable time. If an error occurs on the employee's final paycheck, corrections must be made in cash or a cashier's check. If the error results in underpayment, the employee shall be made whole on their next payroll or as soon as possible, but no later than the next regularly scheduled pay period.

### **3.17 Bank Holidays**

If payday falls on a bank holiday, payroll will be issued on the preceding workday.

### **3.18 Assignment of Wages/ Garnishments**

The City shall not recognize any assignment of wages not required by law. Payroll deductions are allowable only when available to all City employees and approved by the City Administrator, unless mandated by law.

The City is not required to take action in the event of any garnishment, attachment, or judgment against an employee's earnings, except for the collection of overdue federal income taxes or court-ordered child support.

### **3.19 Emergency-Inclement Weather Compensation**

The City of Starbase makes every effort to maintain its normal schedule of operations, unless directed otherwise, to deliver City services during all scheduled and published hours. Employees, unless otherwise ordered, are expected to report to work regardless of weather conditions or other emergency situations.

Regardless of weather or other conditions, the City never closes. Because of the essential and direct impact on public safety and health, essential City services must continue regardless of the weather, man-made or technological emergencies, or disasters. Emergency Essential Personnel are required to report to work as scheduled or as needed, regardless of official delayed opening, early closing, or closure of City facilities.

In the event of a federally or State of Texas-declared emergency, the City Administrator or designee will begin paying exempt staff an hourly wage equivalent to their salary until the end of the emergency event.

## **CHAPTER 4. EMPLOYEE DEVELOPMENT**

### **4.01 Performance Management**

Supervisors shall meet with the employee at least annually to evaluate job performance and facilitate communication between employees and supervisors. A performance review should be in writing and reviewed and signed off by the employee, with a copy placed in the employee's personnel file.

Employees shall be allowed to respond to the performance review in writing within three (3) days of receipt of the review. The response, if any, shall be placed in the employee's personnel file.

All employees during their Introductory Period shall receive their first performance review within ninety (90) days of employment.

The employee performance management process is intended to accomplish the following objectives:

- enhance individual employee performance and ensure effective City operations.
- promote and support performance and behavior that is aligned with the City's values-based culture.
- document both formal and informal performance discussions held with employees throughout their tenure.
- identify and enhance employee strengths and develop action plans to address areas of improvement.
- link employment decisions with employee performance when applicable.

An employee's failure to meet job requirements or failure to satisfactorily perform job duties may result in a Performance Improvement Plan (PIP) or disciplinary action, up to and including termination.

If an employee is absent during the year for an extended period of time, the review may be delayed until sufficient time has passed to evaluate the employee's performance.

## 4.02 Training

All job-specific training must be aligned with strategic goals or certification requirements.

Employees and supervisors have a shared responsibility in the creation and implementation of an employee development plan.

- *Individual Employee Responsibility* - Each employee is accountable for her/his job performance. Employees should request training from their supervisor in the areas that need improvement.
- *Immediate Supervisor Responsibility*- The immediate supervisor is responsible for the overall development of his/her employees. Supervisors shall identify areas for development and ensure training opportunities. Supervisors should ensure their employees are well-trained to perform their job duties and deliver exceptional customer service.

## 4.03 Travel and Training Time

The determination of whether time spent traveling or in training (classes, seminars, workshops, etc.) is compensable will be based on the Fair Labor Standards Act. Generally, any training time that is required by the City will be considered work time. Daily commuting time to and from the employee's normal work location is not considered work time.

### Authorization

The City Administrator or designee is responsible for authorizing out-of-town travel and training, considering both budget availability and department staffing needs. The City will pay for allowable business travel expenses when reasonable, necessary, and directly related to conducting business for the City of Starbase. Expenses incurred for City travel that are not in compliance with the policies outlined below will not be paid or reimbursed. City-related travel shall be reimbursed at the Texas Comptroller's Travel Reimbursement Rates for the year in which the travel occurred, and the region outlined in the Comptroller's schedule.

The following are considered reasonable and necessary business travel expenses.

- Transportation (City or personal vehicle, airfare, parking)
- Lodging

- Registration fees for conferences and training
- Meals
- Other incidental business expenses (copies, fax, internet service)

The following will **NOT** be paid or reimbursed.

- Alcoholic beverages
- Theft, loss, or damage to personal property
- Airline or other trip insurance
- Personal entertainment
- Personal care services
- Fines for parking or traffic violations

### **Air Travel**

Air travel should be booked with the carrier that offers the best fare and route for the destination. Advance arrangements for air travel should be made in order to receive the best rate for the travel period.

### **Personal Vehicles**

When traveling in a personal vehicle for business purposes, the following information will be recorded: the date and destination, the business purpose of the trip, and the total mileage. Miles traveled will be documented using standard highway mileage guides and with a printed internet map showing total miles traveled.

Mileage expenses will be reimbursed at the current mileage rate set by the Texas State Comptroller's Office. Mileage will be paid from the City of Starbase City Hall to the final destination. The City gas or credit card should not be used in conjunction with private vehicles, since the established mileage rate covers all costs of vehicle operation, including gasoline, insurance, and maintenance.

### **Rental Cars**

The City will pay for a compact or a mid-size rental vehicle only if needed for business purposes when no other less costly transportation alternative exists.

### **Lodging**

The City will pay lodging costs at the Texas State Comptroller's room rate. When attending a training or conference, an employee may elect to stay at the conference hotel at the lowest available room rate. Lodging costs will be paid, or reimbursed, on an actual cost basis. An original, detailed hotel receipt, showing the single room rate plus taxes, must be submitted with the request for payment.

### **Registration**

Fees charged for registration to attend City business-related conferences are allowable expenses.

### **Meals**

Meal expenses, while on travel status, will be reimbursed on an actual cost basis.

**Actual Cost.** The cost of meals should be appropriate to the time and place of the meal. If the event you are attending offers meals, the employee will not be reimbursed if the employee chooses not to participate in

those meals and chooses to eat elsewhere. Reasonable gratuities for service (i.e., 20% of meal cost) are considered part of the acceptable meal costs. Requests for reimbursement should be made within 15 days of return from travel. All claims for reimbursement will be accompanied by a vendor's original, detailed receipt. All receipts must show the date, description of purchase, vendor identification, and the amount paid. Meals shall be reimbursed at Texas Comptroller's Travel Reimbursement Rates for the year in which the travel occurred, and the location in which the meals were obtained. A reimbursement will be adjusted for partial days of travel.

### **Incidental Expenses**

Miscellaneous expenses, including but not limited to taxi or app-based ride services, parking, copy, and internet connection charges, are authorized expenses if deemed reasonable and necessary and related to City business. The employee shall present an original receipt for incidental costs showing the date the cost was incurred, the vendor's name, purchased item(s), and cost.

### **Claims and Documentation**

Employees will complete and certify their travel expenses on the designated form within fifteen (15) business days of return from travel. The following is a list of required documentation supporting travel expenses:

- Copy of conference or training registration showing dates and cost.
- Conference, training, or meeting agenda to document business purpose.
- Travel Itinerary as appropriate.
- Per Diem reimbursement request for meals and incidentals; or original itemized receipts for meals and incidentals if the actual cost reimbursement method was elected; and
- Personal vehicle mileage report, including internet mapping verification of miles traveled.

It shall be the responsibility of the City Administrator or designee to provide the forms and instructions necessary for the implementation of all travel policies. Supervisors are responsible for ensuring these policies are adhered to.

### **Personal Expenses**

The City will not pay for personal travel expenses that may be incurred during business travel. When personal travel is scheduled in connection with a business trip, the City pays only those expenses directly related to official City business. Any expenses related to personal travel must be clearly distinguishable and paid for directly by the employee.

## **CHAPTER 5. EMPLOYEE BENEFITS**

### **5.01 Employee Health and Welfare**

The City provides a variety of benefits, services, and programs for employees. Some programs are required by law; others are provided at the option of the City. Eligibility for these programs may depend upon the type of employment (as full or part-time)

The City Administrator or designee is responsible for administering the programs contained in this section. The City Administrator or designee is responsible for presenting health and welfare programs to City Commissioners for consideration during the annual budget process.

City employees should become thoroughly familiar with all aspects of their benefits. The City Administrator is responsible for informing new employees of available benefits and may provide information to employees in various plan description booklets or on the City website.

Where the benefit plan permits, employees may elect coverage for their legal spouse, registered domestic partner, and his/her children, natural-born children, stepchildren, adopted children, or children for whom they have legal custody.

## **5.02 Holidays**

Full-time City employees are eligible for paid holidays during the fiscal year as approved by the Commissioners.

If the holiday falls on a Saturday, the preceding Friday shall be observed, and if a holiday falls on a Sunday, the following Monday shall be observed. As many employees as possible shall be given each holiday off while providing for the maintenance of essential City functions.

An employee who is terminated for gross misconduct (e.g., positive drug test, theft, destruction of City property, job abandonment etc.) shall be ineligible for payment of accumulated holiday leave. The following holidays may be recognized by the City:

New Year's Day	Labor Day
MLK Day	Juneteenth
Starbase Day	Columbus Day
President's Day	Veterans Day
Memorial Day	Thanksgiving Week
Texas Independence Day	Christmas Week
Good Friday	

An employee on Leave Without Pay will not receive holiday pay.

## **5.03 Personal Time Off (PTO)**

The City of Starbase recognizes that employees have diverse needs for time off from work and, as such, the City has established this Personal Time Off (PTO) policy. The benefits of PTO are that it promotes a flexible approach to time off by combining vacation and sick leave. Employees are responsible for managing their own PTO hours to allow for adequate reserves if there is a need to cover vacation, illness or disability, appointments, emergencies, or other situations that require time off from work.

### **PTO Accrual**

Full-time employees shall accrue twenty (20) days or one hundred and sixty (160) hours of PTO per year. Full-time employees will receive one additional day for each year of service up to a maximum of an additional fifteen (15) days.

Full-time employees with less than twenty (20) years of service to the City may accrue up to 320 PTO hours. Full-time employees with twenty (20) or more years of service to the City may accrue up to 400 hours of PTO.

No employee shall continue to accrue PTO beyond the allowable limit. Employees who reach the allowable limit must utilize PTO before additional PTO will be accrued.

The employee's most recent hire date shall be used as the anniversary date for the purpose of calculating PTO accrual. Years of service are based on continuous employment with no break in service.

All non-sick day PTO must be approved in advance by the employee's supervisor.

No employee may borrow against future PTO.

PTO shall not accrue for any employee who is absent from work due to approved Leave Without Pay.

Employees who resign will not accrue additional PTO beyond the date of the written resignation.

### **PTO During the Introductory Period**

Employees are not eligible to use PTO for vacation purposes during their ninety (90) days of employment unless preapproved during the hiring process. Any employee who uses PTO due to illness in the first ninety (90) days of employment must provide a doctor's note supporting the absence. No employee may borrow against future PTO.

An employee who separates employment from the City during the Introductory Period shall not be paid their accrued PTO.

### **Use and Scheduling of PTO**

Not more than ten (10) consecutive workdays may be taken at one time unless approved by the City Administrator or designee.

Whenever possible, PTO must be scheduled in advance. PTO is subject to supervisory approval and staffing needs. Unscheduled absences will be monitored. An employee will be counseled when the frequency of unscheduled PTO absences adversely affects the operations of the department or City. The employee must provide a statement from a healthcare provider concerning the justification for unscheduled sick leave absences in excess of three consecutive (3) days.

An employee who will miss a day or more of work due to illness must contact their direct supervisor via telephone no later than one (1) hour before the start of their normal workday begins. If the direct supervisor is on leave, the employee must contact the City Administrator or Assistant City Administrator. Employees may not leave voice mail messages as notice.

If a City holiday falls within a period off, the holiday is not counted as a PTO day.

Employees who fail to return to work after the conclusion of an approved leave, including any extensions of leave granted as reasonable accommodation, shall be regarded as having voluntarily resigned their position.

### **Carrying Over PTO**

Employees may only carry over PTO up to the allowed accrual amount for their years of service. (refer to *PTO Accrual* above).

## **Payment of PTO Upon Termination**

Only those employees who are laid off for economic reasons, or who resign with at least two weeks' advance written notice, and who work the last two weeks of their employment, will receive the balance of any unpaid PTO remaining at the time of the work separation up to the employee's annual accrual entitlement. Any exception to this policy will require special approval granted by the City Administrator. Paid or unpaid leave time may not be counted toward such a notice period.

## **5.04 Paid Absences**

The City may provide paid absences for such things as training and development, civic duty, death in the immediate family, funerals, personal emergencies, administrative absences, and emergency situations.

### **Training and Development**

The City will grant an employee leave with pay when the employee is away from their job site but is performing a function related to his/her job, such as attending a professional conference, convention, or training activity, legislative proceedings, or other purposes in the interest of the City. All training must be preapproved by the supervisor.

### **Civic Duty (Voting)**

An employee eligible to vote in a national, state, county, or municipal election shall, when necessary, be allowed sufficient leave with pay to exercise this right. It is the responsibility of the employee to notify their immediate supervisor of the time chosen to vote.

### **Jury Duty**

A full-time employee called for jury service shall be granted special absence with pay during such service. A copy of the jury summons will be submitted to his/her supervisor, who will place the notice in the personnel file.

An employee excused or released from jury duty service during working hours shall report to his/her workstation unless otherwise instructed by their supervisor. A note provided by the court showing the time of jury dismissal will be presented to the supervisor to support the time spent on jury duty and shall be placed in the personnel file. The employee may retain any fee otherwise paid by the court for their service.

### **Witness Duty**

An employee will be excused with pay to fulfill his/her civic duty to testify as a witness in a judicial proceeding on behalf of the City, and where the employee has no personal benefit, when he/she is served with a subpoena. The employee should notify their supervisor as soon as they are served and provide a copy of the subpoena to the supervisor.

### **Bereavement Leave**

An employee may be excused with pay to attend a funeral for a member of his/her family. Supervisors may require proof of funeral attendance and relationships with the deceased. Supervisors, after ascertaining the exact circumstances, may grant a full-time employee up to five (5) working days of paid emergency leave for the death of an immediate family member. Immediate family members include a legal spouse, child or stepchild, parent or stepparent, father-in-law or mother-in-law, sibling or stepsibling, brother-in-law or sister-in-law, biological grandparent, or grandchild or step-grandchild. One (1) day of leave shall be granted for the loss of the biological grandparent of the legal spouse of an employee.

The amount of bereavement leave awarded for out-of-state relatives shall be at the discretion of the City Administrator.

If multiple deaths occur simultaneously within the family, the City Administrator may approve of a special exception to the allowance of five (5) days.

### **Emergency Situations**

During emergencies, a full-time or permanent part-time (non-seasonal) employee who is ordered not to report to work, to leave work early, or who cannot report for work because of inclement weather or disaster may be granted administrative absence with pay by the City Administrator.

## **5.05 Religious Accommodation**

The City of Starbase respects the religious beliefs and practices of all employees and will make, on request, accommodation for such observances when reasonable accommodation is available, that does not create an undue hardship on the City's business.

### **Religious Observance**

With the approval of the employee's supervisor, employees desiring to observe religious holidays not coinciding with official City holidays may be given time off to observe the religious holiday of their choice. The employees have the option to use their PTO or accrued Compensatory Time or be placed on Leave Without Pay to observe the religious holiday of their choice.

### **Requesting Religious Accommodation**

An employee whose religious beliefs or practices conflict with his or her job, work schedule, or with the City's policy or practice on dress and appearance, or with other aspects of employment, and who seeks religious accommodation must submit a written request for the accommodation to his or her immediate supervisor. The written request will include the type of religious conflict that exists and the employee's suggested accommodation.

### **Providing Religious Accommodation**

The immediate supervisor shall meet with the City Administrator to evaluate the request, considering whether a work conflict exists due to a sincerely held religious belief or practice and whether accommodation is available that is reasonable and that would not create an undue hardship on the City's operations. An accommodation may be a change in job, using paid leave or leave without pay, allowing an exception to the dress and appearance code that does not affect safety or uniform requirements, or for other aspects of employment.

The supervisor and employee will meet to discuss the request and decision regarding accommodation. If the employee accepts the proposed religious accommodation, the immediate supervisor will implement the decision. If the employee rejects the proposed accommodation, he or she may appeal to the City Administrator following the City's general grievance policy and procedure. Requests for accommodation and decisions regarding the request for accommodation shall be in writing, with a copy placed in the employee's personnel file.

## **5.06 Other Leave and Leave Without Pay (LWOP)**

LWOP is available for full-time employees who have completed the Introductory Period. LWOP is an approved absence from work in a non-pay status for a set period of time. LWOP may be requested for medical conditions requiring leave from the job, religious observances, military leave, and any other reason that, in the opinion of the City Administrator, warrants a leave of absence without pay. A leave of absence may be granted on an incremental basis.

### **Conditions for LWOP**

An employee requesting LWOP for medical related reasons must provide the City Administrator or designee with a written statement from an appropriate medical provider or third party as to the date upon which the employee is no longer able to perform his duties and the expected length of time needed, as well as a written statement from the employee concerning his intentions about returning to work at the City.

The City Administrator will consider the reason for the leave, the employee's length of service and performance, the City's needs, and the prospect for temporary replacement of the employee or reassignment of the employee's duties when considering a request for LWOP.

The employee's LWOP absence may not present a hardship to the City or disrupt operations of the employee's department.

Employees requiring LWOP for military duty must provide a copy of their official orders to the City Administrator as soon as they are made available to the employee in compliance with the Uniformed Services Employment and Reemployment Rights Act (USERRA).

### **Approval**

Only the City Administrator may grant a request for LWOP, with the exception of military leave under Orders. Approval of the LWOP must be documented, with a copy of the documentation placed in the employee's personnel file.

### **Use of Accrued Leave**

LWOP, whether job-related or not, is not authorized unless all accruals have been exhausted and there is a reasonable expectation that the employee will return to employment with the City at the end of the approved leave period. Exceptions to the requirement to exhaust accrued leave are military leave, as outlined by USERRA, and leave for religious observance.

### **Revocation of Approved Leave**

LWOP may be revoked upon receipt of evidence that the cause for granting the leave was misrepresented, ceased to exist, or at the discretion of the City Administrator. An employee who fails to immediately notify the City Administrator in writing of a change in status for which LWOP was approved and granted is considered grounds for disciplinary action.

### **Documentation**

A summary of the basis for the decision to grant or deny LWOP and the terms of the leave must be prepared by the employee's supervisor, with a copy placed in the employee's personnel file.

## **Benefits and Accruals**

An employee on leave shall be required to continue to pay the current premium contributions for any elected group health benefit. Once all accrued leave is exhausted and the employee begins leave without pay, unless other arrangements have been made, the City will begin to bill the employee for any portion of benefits premiums that are ordinarily the employee's responsibility. The City Administrator or designee shall provide one invoice to the employee at the beginning of the LWOP with the total amount due monthly.

During any LWOP absence, an employee shall not accrue leave, shall not be paid for any City-paid holidays that occur while on LWOP, and will not be credited service toward retirement or longevity; employees out under USERRA may be granted time toward longevity.

## **Reinstatement**

The City will make every attempt to place an employee returning from LWOP back in the same position as before the leave. If the need to fill the position should arise due to unforeseen circumstances, or if the job is eliminated due to a reduction in force, the City of Starbase cannot guarantee the reinstatement of an employee on Leave Without Pay, except where legally required. Employees off work as a result of military orders may be reinstated to the position they left in compliance with USERRA.

## **Military Leave**

In accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and the Texas Government Code, employees are eligible for Military Leave; one or both regulations provide employment protection, income protection, and a means to secure time off when called to any form of military training and service, including duty performed on a voluntary or involuntary basis. The City of Starbase shall not discriminate in employment or take any adverse action against any person who exercises rights under the (USERRA). Employment actions under this Act include initial employment, reemployment, retention in employment, promotion, or any benefit of employment, for any person who is a member of, applies to perform, or has an obligation to perform service in a uniformed service.

Employees preparing to take authorized military leave shall furnish their supervisor with copies of military orders or other appropriate certification in a timely manner as outlined under the USERRA.

The City will provide paid leave of absence to employees who are members of the Armed Forces or a reserve component for authorized training or duty that is ordered by official military authority for not more than fifteen (15) business days in a fiscal year. Employees who have exhausted all available paid military leave may, at their option, use any other available paid leave time (i.e., PTO, Comp Time) to cover their absence from work. After an employee has exhausted all available paid military leave (including any other paid leave time that the employee chooses to use to cover a military absence), the employee will be placed on Leave Without Pay (LWOP).

## **Workers' Compensation Leave**

An employee injured or exposed in the line of duty may receive workers' compensation under the terms and conditions prescribed in the applicable programs and as required by law. The State of Texas Workers' Compensation laws provide that an employee who suffers a disability that results in lost duty days due to an injury/exposure while in the course of their employment may be entitled to "Income Benefits".

Disability occurs when the work-related injury or illness causes an employee to lose the ability to earn their pre-injury wage. Disability refers to an employee's inability, because of a compensable injury, to obtain or

retain employment at wages equivalent to the pre-injury wage, not to a physical handicap.

The worker must be disabled by the injury for more than seven (7) days to be eligible for temporary income benefits. The employee becomes eligible for and begins accruing temporary income benefits on the eighth day of disability. Any payments made in error to the employee will be required to be repaid to the City.

An employee who sustains an injury or illness in the performance of their duties will fully and promptly report this information, however minor, to their supervisor as soon as possible, but no later than the next business day. Employees who suffer work-related injuries that require medical attention may be subject to alcohol and controlled substance testing. The City Administrator or designee will coordinate with the employees' physician to determine whether the injury would allow an employee to perform modified work or other duties.

Employees who are on leave will update their supervisor at regular intervals of the employee's status. Failure to maintain contact will be viewed as an unwillingness to cooperate and addressed through disciplinary action.

### **Paid Quarantine Leave**

(a) The City hereby adopts this paid quarantine leave policy for firefighters, peace officers who are employed by, appointed by, or elected to the City, and ordered to quarantine or isolate due to a possible or known exposure to a communicable disease while on duty.

(a) **Definitions:**

"Firefighter" means a paid employee of the City's Fire Department who: (a) holds a position that requires substantial knowledge of firefighting; (b) has met the requirements for certification by the Texas Commission on Fire Protection under Chapter 419, Government Code; and (c) performs at least one of the following functions: (i) fire suppression; (ii) fire prevention; (iii) fire training; (iv) fire safety education; (v) fire maintenance; (vi) fire communications; (vii) fire medical emergency technology; (viii) fire photography; (ix) fire administration; or (x) fire arson investigation.

"Health Authority" means a physician appointed by the County to administer state and local laws relating to public health within the City's jurisdiction.

"Paid quarantine leave" means: (1) all employment benefits and compensation, including leave accrual, pension benefits, and health benefit plan benefits provided by the City; and (2) if applicable, reimbursement for reasonable costs related to the quarantine, including lodging, medical, and transportation costs.

"Peace officer" means police officers licensed by the Texas Commission on Law Enforcement and employed by the City.

(b) **Quarantine Leave**

A City firefighter, peace officer, who is ordered to quarantine or isolate by a health authority due to a possible or known exposure to a communicable disease while on duty, is entitled to receive paid quarantine leave for the duration of the quarantine.

(c) **No Reduction in Compensation and Benefits**

The City will not reduce a firefighter's, peace officer's, detention officer's, or emergency medical technician's sick leave balance, vacation leave balance, holiday leave balance, or other paid leave balance in connection with paid quarantine leave taken in accordance with this policy.

## **Mental Health Leave**

**Purpose:** This policy is intended to provide paid mental health leave to the City's eligible police officers, firefighters, and telecommunicators/dispatchers who experience a traumatic event in the scope of their employment.

Full-time, licensed peace officers, paid firefighters, and dispatchers are eligible to request mental health leave.

An eligible peace officer, paid firefighters, and dispatchers shall be entitled to up to three (3) days of paid mental health leave per calendar year, based on a traumatic experience within the scope of their employment. Mental health leave shall not accrue nor carry over to the next calendar year.

A traumatic event means exposure to actual or threatened death, serious injury, or sexual violence, which is experienced by a peace officer, paid firefighter, or dispatcher in the scope of their duties by:

1. directly experiencing the event;
2. witnessing, in person, the event as it occurred to others; and
3. experiencing repeated or extreme exposure to aversive details of the event.

Traumatic events may include, but are not limited to, the following:

1. Incidents involving multiple casualties, which may include shootings, traffic accidents, or major disasters, including weather-related events.
2. Line of duty death or suicide of a department member.
3. Officer(s) involved shooting of a person.
4. Response to or investigation of the death of an individual involving violence or neglect.

Stressful events (e.g., death of a loved one, divorce) not involving an immediate threat to life or physical injury in the scope of an officer's, firefighter's, or dispatcher's duties are not considered a traumatic event for the purposes of this policy.

To use leave, an eligible peace officer, paid firefighter, or dispatcher must submit a written request to their supervisor or the highest administrative officer of the Police Department or Fire Department:

1. within three (3) days after experiencing a traumatic event in the scope of employment; or
2. if directed by a mental health professional.

The City shall keep requests for mental health leave and any medical information related to mental health leave under this policy confidential, except when disclosure is required to effectuate the leave or is required by law. The request to take leave shall be maintained in a file separate from the employee's general personnel file.

An eligible peace officer's, firefighter's, or dispatcher's pay or their accrued paid leave balances, including sick leave, vacation leave, holiday, or other paid leave, shall not be reduced for using mental health leave in accordance with this policy.

### **Line of Duty Injury**

Line of duty injuries for paid Police, Fire, and EMS shall be managed in accordance with Texas Local Government Code Chapter 177A. Paid Police, Fire, and EMS workers who sustain a line-of-duty injury shall be provided with a leave of absence at full pay for a period commensurate with the nature of the line-of-duty illness or injury for up to one year from the date of injury. Full pay will be provided as Temporary Income Benefits received by the employee from the City's Worker's Compensation Insurance provider, plus a supplemental wage to equal the employee's regular rate of pay at the employee's regular schedule. Full pay under this section does not include overtime, even if regularly incurred when the employee is actively working. At the end of the leave of absence, the Board of Commissioners may extend the leave of absence at full or reduced pay in response to a request by the employee.

1. In the event the employee is temporarily disabled by a line of duty injury or illness and requires additional leave beyond the leave of absence and any extension granted by the Board of Commissioners has expired, the person may use accumulated sick leave, vacation time, and other accrued benefits before the employee shall be placed on temporary leave. Another firefighter, police officer, or EMS employee, as applicable, may voluntarily do the work of the injured firefighter, police officer, or EMS employee so that the temporarily disabled employee continues to receive wages and benefits while on temporary leave. In order to facilitate recovery, Employees on temporary leave are prohibited from working off-duty or ancillary jobs for other employers.
2. If able, a firefighter, police officer, or EMS employee may return to light duty while recovering from a temporary disability. If medically necessary, the light-duty assignment may continue for at least one year.
3. After recovery from a temporary disability, the employee shall be reinstated at the same rank and with the same seniority the employee held before going on temporary leave.
4. Should the employee be determined to be permanently disabled during any part of this process, and be unable to perform the essential functions of the employee's position with or without an accommodation, the City Administrator or designee will make the necessary arrangements for the employee's retirement under the on-the-job disability clause of any coverage provided by the City, including the Texas Municipal Retirement System (TMRS).

### **Return to Work**

With the exception of military leave, if an employee fails to return to work at the time specified in an application for unpaid leave or the return-to-work order by a treating physician under workers' compensation,

and does not provide a reasonable excuse, supporting documentation, and notice to the City Administrator, that employee shall be considered to have resigned effective the date of return specified in the original application. Members of the armed forces shall comply with USERRA and state law provisions on returning to work.

### **5.07 Revocation of Leave of Absence**

Upon evidence that the cause for the leave of absence has been misrepresented or has ceased to exist, the City Administrator or designee may revoke any previously authorized and approved leave of absence.

### **5.08 Unauthorized Absence**

Unauthorized absence or failure to return at the expiration of a leave of absence shall be considered an automatic resignation. The supervisor, with approval of the City Administrator, may rescind such resignation if the employee shows satisfactory reason for his absence within three (3) days of the date the resignation becomes effective.

## **CHAPTER 6. CONDUCT & WORKPLACE RULES**

### **6.01 Ethical Code of Conduct**

City employees have the responsibility to conduct themselves in accordance with the highest standards and to embrace the principles of honesty, accountability, respect, and trust. City employees must ensure that their integrity is of the highest caliber and their conduct is indisputable and beyond reproach.

The City's code of ethical conduct has three (3) purposes:

1. Encourage high ethical conduct on the part of City employees.
2. Establish standards for ethical conduct for City employees by defining and prohibiting conduct that is incompatible with the interests of the City; and
3. Require disclosure by City employees of their personal financial interests that may conflict with the interests of the City.

#### **Definitions**

**BUSINESS-RELATED ENTERTAINMENT** - Entertainment or any activity generally considered to provide amusement or recreation (including meals) that takes place in a clear business setting or for which the main purpose was the active conduct of business - meaning the business benefit was clearly identified prior to the event and business was engaged in throughout the duration, also requiring the employee and the person providing the benefit to be in close proximity to each other and have easy direct access to each other.

**EMPLOYEE** - a person employed and paid a wage by the City, including those individuals paid on a part-time basis.

**ETHICS** - Relates to moral action, conduct, motive, or character; conforming to professional standards of conduct; the discipline dealing with what is good and bad and with moral duty and obligation; a set of moral

principles or values.

**FAMILY MEMBER** – As defined within Section 2.12 Nepotism of this Manual.

**GIFT** - An economic gain or economic advantage to an employee or to a family member of an employee. Anything of value given by a donor for which equal or greater consideration is not returned by or expected from the recipient.

### **Standards of Conduct**

1. Employees shall not:
  - a. Contract with the City on any type of personal business.
  - b. Tamper with City or official documents.
  - c. Accept or solicit for personal financial gain, any benefit that might reasonably tend to influence them to act improperly in the discharge of official duties.
  - d. Accept individual gifts of cash, check, or gift cards.
  - e. Endorse or recommend any one specific vendor or product to our residents and customers in exchange for any personal benefit or gain.
  - f. Accept the following specific items from customers, suppliers, or person(s) with a financial interest in City contracts: money, property, vacation, service, or non-business-related entertainment.
  - g. Work directly with contractors to obtain employment or request employment with any contractor.
  - h. Use their official positions improperly to secure privileges or exemptions for themselves, their family members, or others. This includes suggesting or otherwise influencing the City to transact business with any entity of which they or their family members are officers, agents, or members, or in which they or their family members have a financial interest.
  - i. Lie to their supervisor or provide deceitful information.
  - j. Use or disclose, other than in the performance of their official duties or as may be required by law, confidential information gained in the course of or by reason of their positions.
  - k. Accept other employment or engage in outside activities incompatible with the full and proper discharge of their duties and responsibilities within the City, or which might impair their independent judgment in the performance of their public duty.
  - l. Receive any fee or compensation for their services as employees of the City from any source other than the City, except as may be otherwise provided by law. This shall not prohibit their performing the same or other services for a public or private organization that they perform for the City if there is no conflict with their City duties and responsibilities.
  - m. Knowingly perform or refuse to perform any act in order to deliberately thwart the execution of the City ordinances, rules, or regulations or the achievement of official City programs.
  - n. Personally represent or appear on behalf of the private interest of another before the City Commissioners or any City board or department; or if the represented person's interest is averse to that of the City, represent any person:
    - i. in any quasi-judicial proceeding involving the City; or
    - ii. in any judicial proceeding to which the City is a party.
2. Provided, nothing in subsection (1) above shall preclude:
  - a. Any employee from performing the duties of his or her employment.
  - b. Any employee from appearing before the City Commissioners in a manner consistent with City

- policies and rules, to discuss any general City policies or public issues; or
- c. An employee from testifying as a witness under subpoena in a judicial or quasi-judicial proceeding.

### **Exceptions**

Individual employees invited to participate in business-related entertainment may accept if the business-related entertainment is valued at no more than \$50 per event. Exceptions may be made by the City Administrator and kept in the personnel file.

### **Notification of Fraudulent Incident or Practices**

An employee who witnesses, or is made aware of, an unethical act or violation of this policy has a duty to disclose this act or violation to his or her direct supervisor. If the direct supervisor is the employee of suspicion, the employee must report to the next level of the chain of command.

### **Other Ethical Obligations**

Employees must also comply with all ethical obligations that they are required to abide by as members of professional organizations or in connection with a professional license.

## **6.02 Confidentiality**

During the course of employment, employees may have access to Confidential Information. Any Confidential Information, whether oral, written, or electronic, should be maintained in a manner that ensures its confidentiality. The release of any such Confidential Information may legally impact the City of Starbase.

Confidential Information must be treated with respect and care by any employee who is authorized to have access to this information. Employees who are authorized to use or disclose Confidential Information also have the responsibility to safeguard access to such information. Employees who are authorized by the City of Starbase to access Confidential Information have a responsibility to limit access to those who are allowed by permission and by law. The access must be appropriate to the employee's job responsibility, and on a need-to-know basis only. A breach is a violation of this policy or state or federal law, or both. Employees who breach confidentiality will face disciplinary action up to and including termination.

### **Disclosure of Information**

Disclosing information that could adversely affect any City property, business dealings, or any affair of the City, or using information gained while working in the City for the benefit of himself/herself or others at harm to the City, is prohibited. Disclosure of information will result in disciplinary action up to and including termination.

## **6.03 Conflict of Interest**

No employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies, or services except under the following conditions:

- when done on behalf of the City as an employee.
- when it involves an eminent domain action.
- when involving contracts, transactions, or other matters which by their terms and by the substance of their provisions confer the opportunity and right to realize the accrual of similar benefits to all other

persons or property similarly situated.

#### **6.04 Acceptance of Gifts**

City employees may accept gifts in compliance with Federal and State laws and this policy. The purpose of laws and policies governing gifts to public employees is to regulate attempts to influence the employees to use their authority or discretion to the advantage of the person making the gift.

It is a crime for a public employee to agree to make a decision in return for a payment or receipt of some other benefit. Employees may not accept gifts, favors, services, or promises of future employment that could relate to or influence the performance of the employee's official duties. Employees may not use their position to gain special privileges or benefits and are to avoid participating financially in any business enterprise, which might influence their official decision and judgment. Employees may not hold any position with any business enterprise or governmental unit that conflicts with the proper performance of the employee's duties or responsibilities.

Benefit means any economic gain or economic advantage to an officer or employee or to a relative of an officer or employee, but does not include:

- Political contributions made and reported in accordance with the law.
- Awards publicly presented in recognition of public service.
- Gifts or other tokens of recognition presented by representatives of governmental bodies or political subdivisions who are acting in their official capacities.
- Commercially reasonable loans made in the ordinary course of the lender's business.
- Complimentary copies of trade publications.
- Reasonable hosting, including travel and expenses, entertainment, meals, or refreshments furnished in connection with public events, appearances, or ceremonies related to official City business, if furnished by the sponsor of such public event; or in connection with speaking engagements, teaching, or rendering other public assistance to an organization or another governmental entity.
- Any economic gain or economic advantage conferred by any one person or organization if the economic value totals less than \$50.00 per calendar year.

The City Administrator may accept gifts on behalf of the City for general employee use or donate them to appropriate organizations, and issue acknowledgments on behalf of the City.

#### **Substantial Interest in Business Entity**

A member of the City's governing body or another City officer, whether elected, appointed, paid, or unpaid, shall disclose their interest in a business entity as required and described as "substantial interest" in Chapter 171 of the Local Government Code.

A person has a substantial interest in a business entity if:

- The person owns 10 percent or more of the voting stock or shares of the business entity, or owns either 10 percent or more, or \$15,000 or more of the fair market value of the business entity.
- The funds received by the person from the business entity exceed 10 percent of the person's gross income for the previous year.
- A person has a substantial interest in real property if the interest is an equitable or legal ownership

with a fair market value of \$2,500 or more.

A local public official is considered to have a substantial interest if a person related to the official in the first degree of consanguinity or affinity, as determined under Chapter 573 of the Government Code, has a substantial interest.

## **6.05 Solicitation**

Solicitation is defined as any act or attempt to advertise, market, take orders, and offer to sell any product or service, or seek contributions for organizations, campaigns, or charitable purposes. Solicitations, including personal e-mail addresses, are not permitted by employees for personal profit during working time or at any time in working areas. An employee may not engage in solicitation of other employees while they are on duty. Solicitation shall not be permitted by

City employees during work or business hours, other than for the following exceptions:

- Solicitation of funds shall be permitted for local, not-for-profit youth-sponsored events (i.e., school, band boosters, scouting). Solicitation of funds for these purposes shall be limited to placing order forms or products for employees to view at their leisure or posted to a break room bulletin board.

For these types of solicitations, the use of City email or equipment to send mass or unsolicited communications, the use of City equipment such as copiers and printers, or the use of City supplies for these activities is prohibited.

No employee is required to make any contribution, nor will an employee be penalized in any way in connection with his/her employment, according to his/her response to a solicitation of funds for City-sponsored functions or events.

Salespersons and vendors attempting to conduct unsolicited business with employees should make an appointment with the City Administrator.

## **6.06 Political Activity**

It is the policy of the City to encourage its employees to fully exercise their constitutional rights as citizens to vote and participate in political activities. Although the City encourages active participation in electoral activities, employees should be aware of certain provisions that apply to them. Except as may be otherwise provided by law or contract, the following restrictions on political activity shall apply to City employees:

- City employees shall not use their official position to campaign for or against any candidate for public office in any jurisdiction.
- City employees shall not use working hours, or City property or funds to campaign for or against any candidate for public office or ballot measure. This prohibition of political advocacy extends to the use of the City's email server.

No employee of the City will be required to participate in any City election on behalf of any candidate for City office

## **6.07 Whistleblower Act**

The City's policy is to comply with the Texas Whistleblower Act, and accordingly, the City prohibits

suspending, terminating, or taking other adverse personnel action against a City employee because he or she has, in good faith, reported a violation of the law by the City or one or more of its employees to an appropriate law enforcement authority. Employees are required to promptly report any violation of this policy to the City Administrator.

## **6.08 Social Media**

The City of Starbase utilizes social media to enhance communication with residents, provide timely updates, and foster community engagement. All social media use by the City must comply with applicable federal and state laws, including the Texas Public Information Act (TPIA), records retention laws, accessibility laws (1 TAC 206 and 213), and municipal regulations. This policy establishes guidelines for responsible and lawful use of the City's official communications and social media platforms.

### **Public Information Officer (PIO) Designation**

The City Administrator or designee serves as the City's primary Public Information Officer (PIO) and may act as official spokesperson on behalf of the City.

For matters related to public safety, the Police Chief or designee may serve as the spokesperson for the Police Department. This individual will coordinate with the City Administrator to ensure messaging is timely, accurate, and consistent.

### **Acceptable Use and Public Commenting Guidelines**

The City encourages open discussion but reserves the right to moderate content under the following guidelines:

- No defamatory statements or harassment.
- No copyrighted material unless permission has been obtained.
- No posting of personal information (e.g., addresses, phone numbers, Social Security numbers).

### **Government Transparency and Public Records Compliance**

- All social media interactions on official City platforms are considered public records under the Texas Public Information Act (TPIA).
- The City will retain social media records in accordance with its adopted records retention schedule and Government Code Chapter 441.
- Social media shall not replace official notifications required by law.

### **Appeals Process for Removed Content**

If a user believes their comment was wrongly removed, they may submit a written request for review to the City Administrator.

### **Employee Social Media Use**

- Employees must distinguish personal opinions from official City statements when discussing municipal matters.
- Personal social media accounts shall not misrepresent City affiliation (e.g., "City of Starbase Police").
- Employees may not use City email accounts for personal social media registration.
- Employees must not disclose confidential or private information learned through their employment.
- Employees may not engage in excessive or unauthorized personal social media use during work hours.
- Employees may use social media for City-related business only if authorized by a supervisor.
- Excessive personal use or unauthorized use of social media during work hours may lead to disciplinary action.

### **Violations and Disciplinary Actions**

Violations of this policy may result in disciplinary action up to and including termination. Violations include, but are not limited to:

- Using social media to harass, bully, or discriminate against others.
- Posting content that disrupts City operations or damages the City's reputation.
- Unauthorized disclosure of confidential information.

### **Emergencies and Official City Communications**

- Social media is not an official reporting tool for emergencies. Residents should call 9-1-1 or the appropriate City department.
- The City's official website ([www.Starbase.texas.gov](http://www.Starbase.texas.gov)) remains the primary source of municipal information.

### **Media Relations and External Communications**

- The City Administrator or designee serves as the official media liaison.
- The Chief of Police or designee may provide statements on public safety matters.
- Other employees are not authorized to make official statements on behalf of the City unless designated by the City Administrator.
- Employees receiving media inquiries must refer them to the City Administrator.
- City commissioners may speak to the media but are encouraged to coordinate with the City Administrator for support if needed.

### **Open Records Requests**

Requests for public information under the Texas Public Information Act should be directed to the City Clerk. Employees

### **6.09 Cell Phone Use**

The City recognizes that many employees have cell phones, also known as wireless communication devices, that they bring to work. Cell phones may belong to the employee or be provided for the employee's use by the City. The use of cell phones at work (including camera usage) must not interfere with job duties or

performance, be disruptive, or interfere with their own or a coworker's ability to do their jobs. Employees who use cell phones to violate City policy, including all the City's anti-harassment and discrimination policies, will be subject to disciplinary action, up to and including termination. Employees must surrender any City-issued cell phone upon Department Director's request or upon termination employment.

Public Officials and employees using their personal cell phones for City business are admonished that they are considered to be "temporary custodians" of such public information under the Public Information Act. Employees are required to promptly provide any such public information to the City's Public Information Officer, Department Director, or City Administrator upon request. Because this obligation continues following the employees' separation from the City's employ, employees are encouraged to download and store such information on City devices.

### **6.10 Video and Tape Recording**

Excepting police officers in the line of duty or use of Teams or Zoom meeting functions, employees are not permitted to record meetings or conversations of any employee, official, or visitor on City-owned property or occupied buildings without consent of all of the parties to the meeting or conversation.

### **6.11 Weapons**

For the purpose of this section, weapons shall have the same meaning as those set out in Section 46.01, Definitions, Texas Penal Code, as amended. Possession of weapons on City property is prohibited

Pursuant to Chapter 52, Section 52.061 of the Texas Labor Code, Subchapter G. Restrictions on prohibiting employee transportation or storage of certain firearms or ammunition. Any employee who holds a license to carry a handgun, or who otherwise lawfully possesses a firearm or ammunition, may store the same in a locked privately owned motor vehicle in the parking lot of City-owned property in accordance with State Law.

In order to store a firearm in a privately owned motor vehicle, the employee must either hold a license to carry (LTC) in accordance with Chapter 411 of the Texas Government Code or otherwise lawfully possess the firearm.

All employees, except those who are required to carry a weapon in the scope of performing their job duties, are prohibited from carrying any weapon into any City-owned facility or building or in any City-owned vehicle or equipment, unless specifically authorized by the City Administrator. This provision does not apply to the City of Starbase's certified peace officers. Prohibited weapons include firearms, clubs, explosive devices, illegal knives, or any other item that is specifically designed, made, or adapted for the purpose of inflicting serious bodily injury or death.

Under no circumstances is an employee, other than a law enforcement officer, allowed to carry a handgun or firearm into the City's municipal court or during polling place in any City facility. Except in cases of gross negligence, the City shall not be liable in a civil action for personal injury, death, property damage, or any other damages resulting from or arising out of an occurrence involving a firearm or ammunition or the use of the firearm or ammunition that the City is required to allow on the City's property under Texas Labor Code Ch. 52 Subchapter G.

Violation of this policy may result in disciplinary action, up to and including termination.

## **6.12 Smoke-Free Workplace**

The use of all tobacco products is always prohibited on all City properties, including City recreational facilities, unless used in designated areas, and at least fifteen feet from a door or other individuals, and only during regularly scheduled breaks and lunch. All tobacco waste will be properly disposed of by the employee, and no waste will be disposed of on the ground. Use of tobacco products is prohibited at all other times during the workday, and all City-owned or leased vehicles, or while operating City equipment. Tobacco products include, but are not limited to, any products or preparations containing tobacco, including cigarettes, cigars, pipe tobacco, chewing tobacco, snuff, smokeless tobacco, and vaping of any kind.

## **6.13 Dress Code and Personal Appearance**

Employees must dress appropriately and professionally and present a clean and neat appearance while at work, and while representing the City, or conducting City business. Employees should dress in a manner that (i) creates public confidence in the competence of the City and its employees and (ii) is appropriate for the type of services being provided by the employee, consistent with the expectation of customers served, and in keeping with professional practices. Any extreme style or fashion in dress, footwear, accessories, fragrances, or hairstyles (spiked hair, mohawks, unkempt or unclean hair, etc., is not permitted. Natural hairstyles and textures are permitted.

Department dress codes that do not include uniforms must be approved by the City Administrator. Professional business attire or a uniform may be required for meetings or special events. Uniforms will be provided to employees depending on their department assignment.

The following are inappropriate for work attire:

- provocative or revealing attire, including body-hugging, see-through, or excessively tight fabrics.
- clothing with unclear or obscene messages or that endorses alcohol, tobacco products, drugs, pornography, or offensive material of any kind.
- wrinkled, ripped, and tattered clothing.

Employees will not wear clothing with the City's logo/insignia to purchase or consume alcohol or gamble.

Employees should direct questions about appropriate appearance or dress to their Supervisor. Supervisors are responsible for enforcing this rule in their respective departments in order to maintain acceptable dress and appearance. Employees in violation of this rule may be sent home. Under such circumstances, nonexempt employees will not be paid for work time missed. Employees whose grooming or personal appearance violates this rule may be disciplined, up to and including termination of employment.

## **6.14 Secondary or Outside Employment**

Employees of the Police Department shall refer to the Police Department's internal policies regarding outside employment.

City employees shall understand that their position with the City is their primary occupation, and it shall always take precedence over all secondary jobs. City employees may engage in secondary employment provided they receive prior written approval from the City Administrator. An employee who is working another job at the time of being hired, and who intends to continue the other employment, must advise the appropriate

supervisor and receive written approval to continue the secondary employment. Approval must be placed in the employee's personnel file.

When engaged in secondary employment, the employee must notify the supervisor in writing of the place and type of employment or business, and the hours of work. Secondary employment shall not be permitted if it will bring the City into disrepute, reflect discredit upon the employee as an employee of the City, or interfere/conflict with the performance of the employee's City duties. Secondary employment will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel, or refusal to work overtime or different hours. If secondary employment causes or contributes to job-related problems, it must be discontinued, and if necessary, disciplinary procedures will be followed to address the specific problems.

An employee shall not perform any secondary employment at any time when the employee is on sick leave, disability leave, workers' compensation leave, administrative leave, or an unpaid leave of absence, on restricted or light duty. Any violation of this provision may result in discipline.

The employee will not utilize any City supplies, vehicles, computers, phones, or property for secondary employment. Law enforcement personnel may receive an exception to this rule with approval from the Chief of Police or City Administrator.

## **6.15 Searches**

The City may conduct inspections or searches of City property at any time without prior notice to the employee. The City may search City property regardless of whether the property is used exclusively by the employee, is secured, unsecured, or secured by a lock or locking device provided by the employee or the City.

The City may also conduct inspections or searches of an employee's personal property brought onto City property if a supervisor has reasonable suspicion to believe that the employee's property is being used in violation of any City policy, or state or federal law.

An employee who interferes with a search or fails to cooperate in allowing a search conducted under this policy, including giving access to City property as directed, is subject to discipline, including possible termination.

# **CHAPTER 7. DISCIPLINE AND APPEALS**

## **7.01 Grounds for Disciplinary Action**

All City employees are public servants and shall always conduct themselves professionally and courteously both during work hours and while wearing any article of clothing or accessory that identifies them with the City, or while attending any City function or City-sponsored function.

The grounds for disciplinary action are generally set out in Chapter 6 of this manual, and in addition, as follows.

Any conduct of an employee, whether or not that individual is on duty, which has the impact or potential

impact of any of the following, may result in discipline up to and including termination of employment:

- Creating conflict or discord in the workplace.
- Workplace bullying
- Interfering with the individual's own work or that of another employee.
- Creating a harassing, demeaning, or hostile work environment at the City.
- Harming the goodwill or reputation of the City with its citizens or with the community at large.
- Disclosing confidential information of the City or of another when the information was obtained by virtue of employment with the City.
- Violating a policy or procedure established by this Manual
- Failure to meet performance expectations.
- Theft

Employee "conduct" includes verbal communications, internet, or electronic communication of any kind, and physical behavior.

The City Administrator or designee may take disciplinary action against an employee for failure to meet expectations regarding the performance of an employee's assigned duties.

and shall include but not be limited to illegal, unethical, abusive, or unsafe acts; violation of City rules, regulations, policies, or procedures; insubordination; inefficiency; neglect or abandonment of duties; participation in prohibited political activity or solicitation; abuse of sick leave, injury leave, disability leave, or other benefits; tardiness or absence without leave; falsification of official documents or records; using or a presence in the system of illegal drugs or under the influence of intoxicating beverages while on duty; waste, damage, or unauthorized use of City property or supplies; unauthorized use or disclosure of official information; unauthorized or improper use of official authority; failure to respond to or cooperate with a City investigation; unauthorized use of City credit cards.

It is recognized that it may occasionally be necessary to terminate an employee without progressing through lesser disciplinary levels due to the severity of the circumstances. Due to the severe nature of events that can occur in the workplace, the City Administrator or designee may have a need to immediately clear the worksite. He/She may send an employee home effective immediately on administrative leave with pay if doing so would be in the best interest of employee safety or in order to restore a professional work environment. Management should tell the employee what time to report back to work for further discussion of the incident and secure a phone number where he/she can be reached before sending him/her home.

## **7.02 Progressive Types of Discipline**

It shall be the duty of each employee to maintain high standards of cooperation, efficiency, and economy while working for the City. If the work habits, production, or personal conduct of an employee fall below appropriate standards, supervisors should address the deficiencies at the time they are observed. Counseling and warning the employee, if there is sufficient time for improvement, should ordinarily precede formal disciplinary action. Where appropriate, the City maintains a practice of progressive discipline.

Formal disciplinary action taken should be consistent with the nature of the deficiency or infraction involved and the record of the employee. Formal disciplinary action shall include written reprimand, suspension, and termination. Any of the foregoing types of formal disciplinary action may be invoked for a particular deficiency or infraction, depending upon the exact circumstances. An employee may be formally warned at any time that

he/she may be terminated or otherwise disciplined for further unsatisfactory performance or conduct.

Nothing herein shall prohibit the administration of informal disciplinary action, such as oral reprimands, for just cause. Supervisors should meet privately with employees to discuss performance or behavioral problems when they first arise.

The City Administrator must be advised of and consulted prior to suspension or termination of an employee.

The steps are outlined, but not limited to, the following, and shall be documented.

1. **Verbal Warning/Counseling.** (This should be documented by the supervisor after the verbal warning, with a copy placed in the employee's personnel file.) Best suited to the first occurrence of a minor rule infraction, incident of substandard performance, or after continued issues of a minor infraction following a reprimand.
2. **Written Reprimand.** All written reprimands shall be documented in full. The employee shall review the written reprimand and shall be requested to sign the document. If the employee refuses to sign the document, the supervisor shall notate the reprimand as such and place a copy in the employee's official personnel file. The employee must be provided with a copy of the written reprimand. A written reprimand is used as a formal warning of suspension or dismissal should the violation recur. An explanation of the incident, details, expectations, and consequences for future problems should be included. The written reprimand shall describe the deficiency or infraction involved, reference the policy violated where applicable, and may state the likely consequences of further unsatisfactory performance or conduct.

All written notices of disciplinary action should be signed by the supervisor and the employee. The notice should include a description of the employees' conduct, to include the applicable policy, action taken in response, and, except in cases of dismissal, the likely consequences of further unsatisfactory conduct. All original written notices and documentation on disciplinary actions shall be placed in the employee's personnel file.

3. **Suspension.** Days off without pay can be made with the approval of the City Administrator. Used to bring about a behavior change, and the length of time for the suspension is determined by the City Administrator and should reflect the seriousness of the circumstances.
4. Administrative leave may be with or without pay during an investigation, hearing, or trial of the employee in any civil matter, on any criminal charge, or for any City policy violation when it is in the best interest of the City.
5. **Termination.** The City Administrator may terminate an employee in accordance with these policies. The events that lead to termination shall be documented. The original shall be placed in the employee's official personnel file.

The City Administrator will make the final decision regarding the termination of an employee, except for the Chief of Police. The City Administrator shall have the authority as administrative and executive officer of the City to hire an impartial third-party investigator for the purpose of investigating complaints regarding a violation of City policies and procedures, including complaints against the Chief of Police.

Disciplinary action does not automatically or permanently disqualify an employee from consideration for future promotion, pay increases, or other beneficial personnel action. The employee shall have the opportunity to appeal only those disciplinary actions that result in suspension, involuntary termination, or

other loss of employment status, benefits, or compensation.

### **7.03 Pre-Disciplinary Employee Input Process**

The City is committed to fair, consistent, and timely disciplinary practices, and as such, utilizes a pre-disciplinary employee input process that allows employees to provide their perspective before disciplinary action is finalized. This approach ensures employee input is considered as part of the disciplinary investigation while maintaining an efficient resolution of workplace issues.

#### **Notice of Proposed Discipline**

When the supervisor, City Administrator, or designee determines that disciplinary action for which the appropriate penalty is likely to exceed a written counseling or a letter of reprimand, the employee will be provided with a written Notice of Proposed Discipline. The notice will generally include:

- A summary of the alleged conduct or performance issue.
- The policy, rule, or standard that may have been violated.
- The proposed level of discipline being considered.
- Instructions for submitting a response within the designated timeframe.

. The notice may be delivered in writing or electronically but shall be dated and signed by the supervisor and its receipt dated and signed by the employee.

#### **Opportunity to Respond**

Employees will be given a reasonable time to respond to the proposed discipline before a final decision is made. The response may include:

- Written comments or explanations.
- Supporting documentation or evidence.
- Identification of relevant witnesses or additional information.

The timeframe for response will be determined based on the circumstances and operational needs of the department, which may range from several hours to several business days, depending on the nature and urgency of the matter.

#### **Consideration of Employee Input**

The supervisor and City Administrator or designee will review and consider the employee's response as part of the disciplinary investigation. The employee's input will be evaluated alongside all other relevant facts and evidence before determining whether discipline is warranted and, if so, the appropriate level of discipline.

#### **Final Determination**

After considering all available information, including the employee's response, the supervisor or City Administrator, or designee will issue a final disciplinary determination. The decision may:

- Confirm the proposed discipline

- Modify the level of discipline
- Determine that discipline is not warranted

Once the final determination is issued, the disciplinary action will be considered final.

### **Purpose of the Process**

This pre-disciplinary input process is intended to:

- Ensure employees have a meaningful opportunity to present their perspective.
- Promote fairness and informed decision-making.
- Resolve disciplinary matters efficiently.
- Avoid delays associated with extended post-disciplinary appeal procedures.

This process does not alter the City's employment-at-will relationship where applicable, nor does it create a contractual right to continued employment or to a formal appeal.

## **CHAPTER 8. SEPARATION FROM EMPLOYMENT**

### **8.01 Separation Processing**

All employees who separate from the City will be required to return records, property, and other instruments belonging to the City before the last day of employment, in addition to completing any required separation paperwork.

Only employees who separate in good standing, as set out in this manual, are eligible to have their PTO paid out. All PTO due under this policy shall be included in the employee's final pay unless documented otherwise through a contract or severance agreement.

### **8.02 Resignation**

An employee who resigns with at least two weeks' advance written notice, and who works the last two weeks of their employment, will receive the balance of any unpaid PTO remaining at the time of the written resignation up to the employee's annual accrual entitlement. Any exception to this policy will require approval by the City Administrator. Paid or unpaid leave time may not be counted toward such a notice period.

The separating employee may not utilize PTO during the final two weeks of employment unless the employee has medical documentation to substantiate the need to be off work.

Resignations not in good standing shall preclude the employee from being paid their accrued Personal Time Off (PTO).

### **8.03 Reduction in Force (Layoffs)**

It is the City of Starbase's policy that a Reduction in Force (RIF) is to be considered as a last resort, to be

used only after other alternatives to meeting a budgetary crisis have been considered. Prior to initiating a reduction in force, the City will give consideration to less drastic alternatives, such as, but not limited to, wage and hiring freezes, early retirement programs, salary reductions, transfers to new positions within the City, and shifts from full-time to part-time work as methods to solve the budgetary crisis. The order of layoff shall be determined by multiple factors, including the current operating needs of the City, employees' knowledge, skills, abilities, performance patterns, disciplinary history, and compliance with the City's policies. When possible, employees will be given fourteen calendar days' notice.

#### **8.04 Incapacity**

An employee may be separated for incapacity for medical reasons when the employee no longer meets the standards of fitness required for the position or can no longer perform the essential functions of the job with or without an accommodation in accordance with the Americans with Disabilities Act Amendments Act (ADAAA). A finding of incapacity shall be made through an individual medical determination by a competent authority, as determined by the City Administrator.

Separation for incapacity shall not be considered as disciplinary action and shall not operate to deny an employee the use of any accrued PTO or other benefits.

#### **8.05 Job Abandonment**

An employee who is unable to report to work at the designated time is required to notify his or her supervisor. Employees who fail to report to work without notifying their supervisor of an absence, and without just cause as determined by the City Administrator or designee, will be considered absent without leave, and are subject to disciplinary action up to and including termination. An employee absent from work without notice for three (3) consecutive workdays, or 2 shifts for employees who do not work a traditional work week, is considered to have abandoned their job; employees absent from work without notice on a Friday and the following Monday are considered to have abandoned their job. If a Notice of Termination cannot be provided in person to the employee, the Notice shall be sent via certified mail to the employee's last known home address in these circumstances.

#### **8.06 Retirement**

The City of Starbase participates in the Texas Municipal Retirement System (TMRS). Upon hire, all full-time employees become members of TMRS. The vesting period is five (5) years.

Seven percent (7%) of an employee's gross salary is automatically deducted from the paycheck and credited by TMRS to their individual TMRS account. The City matches employee contributions 2:1.

For further questions regarding your retirement account, please see <https://www.tmr.com>.

An employee is eligible for retirement from TMRS if one of the following qualifications is met:

1. Five (5) years of service and at least 60 years old; or
2. Twenty (20) years of service, as defined by TMRS.

#### **8.07 Termination**

The City may terminate an employee as a result of unsatisfactory performance or conduct, violation of City

policy, or for any reason and at any time, with or without notice.

An employee who is terminated will not be paid their accrued PTO.

### **8.08 Death**

If an employee dies while employed with the City, the employee's designated beneficiary or their estate will be paid all appropriate earned pay and payable benefits. This process will be coordinated by the City Administrator and the City Attorney as deemed necessary.

## **CHAPTER 9. REINSTATEMENT**

### **9.01 Return from Military Leave**

In general, if the employee has been absent from a position of civilian employment because of service in the uniformed services, he or she will be eligible for reemployment under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) by meeting the following criteria:

- The City had advance notice of the employees' service.
- The employee has five years or less of cumulative service in the uniformed services in his or her employment relationship with the City.
- The employee returns to work in a timely manner as defined under USERRA; and,
- The employee has not been separated from service with a disqualifying discharge or under other than honorable conditions.

Providing that the service member meets all criteria, the City of Starbase must provide the following:

- Prompt job reinstatement
- Accumulation of seniority, including pension plan benefits
- Reinstatement of health insurance
- Training/retraining of job skills, including reasonable accommodations for a disability
- Protection against discrimination

To be eligible for protection under USERRA, the service member must report back to work or apply for reemployment within the following guidelines:

*1-30 days of service* .....Report next scheduled workday  
*31-180 days of service*.....Apply within 14 days after completion of service  
*181+ days of service*.....Apply within 90 days after completion of service

An employee reinstated following military leave shall be treated the same as an employee returning from leave of absence without pay and be entitled to the same benefits. Restoration of seniority and benefits shall be in compliance with State and Federal laws.

## **9.02 Rehire**

An employee who resigns from the City in good standing may be considered at any time for rehire if a position for which the employee is otherwise qualified is available. The employee must remain qualified and be able to perform the essential functions of the job with or without accommodation. A pre-hire drug and alcohol test shall be required of all rehires. The rehire must be in the best interest of the City and must be approved by the City Administrator. Rehire is at the sole discretion of the City.

**Rehire when laid off.** Providing an employee was laid off and accepts the first offer of rehire within 60 days of layoff with the City, they will be reinstated with full-service credit up to the time of layoff for purposes of accrual of benefits. Retirement benefits are managed and reinstated in accordance with the policies of the Texas Municipal Retirement System (TMRS) regardless of rehire provisions above. Group health or other benefit eligibility will be based on the re-employment date.

## **CHAPTER 10. SAFETY**

### **10.01 Accidents**

Any employee who has a life-threatening injury while at work shall immediately call 9-1-1 for transport to the nearest medical facility.

Any employee involved in an accident during the employee's working hours, which involves a City vehicle, or a personal vehicle used for City business, or City equipment, facilities, or property, shall immediately report it to their immediate supervisor within 24 hours. Employees should also report to their supervisor receiving any traffic citation while operating a City-owned or leased vehicle or a personal vehicle used for City business.

When a motor vehicle is involved, the City of Starbase Police Department or the law enforcement department in the jurisdiction where the accident occurred shall be called to complete an official police report. The supervisor of the employee involved shall obtain the police report number before leaving the scene. If safe to do so, photos of all involved vehicles should be taken regardless of the severity of damage.

After the scene has been cleared by police, the supervisor shall take the employee to the city-designated medical facility for drug and alcohol testing. Drug and alcohol testing shall be conducted for all employees involved in a motor vehicle accident or if the accident results in property damage.

The supervisor and involved employee must report the details of the accident, which may include information about the involved vehicle, equipment, facility, and third party, where applicable, to the City Administrator within 24 hours.

Any employee who refuses screening for the presence of drugs or alcohol will be subject to immediate termination. An employee who fails to report an accident will be disciplined up to and including termination.

Employees who have more than one motor vehicle accident while operating a City vehicle in a 12-month window may be required to complete a driver safety course at their own expense before being allowed to operate a motor vehicle or motor-driven equipment.

## **10.02 Injuries and illnesses on the job**

Any employee who has a life-threatening injury shall immediately call 9-1-1 for transport to the nearest medical facility.

An employee who has been injured on-the-job and does not have a life-threatening injury shall immediately notify their supervisor. The supervisor shall report to the accident/incident scene if possible and transport the employee for non-emergency medical treatment or post-accident/ incident testing.

The supervisor shall ensure the *Division of Workers' Compensation First Report of Injury (DWC1)* is completed with all details of the incident, including names and contact information of witnesses, and send the completed form to the City Administrator for handling.

Failure to immediately report an injury may be the cause for loss of medical or income benefits.

## **10.03 Threats of Violence**

The City does not tolerate harassment, intimidation, threats, threatening behavior, violent behavior or acts of violence between employees or such action between an employee and another person.

The City discourages non-public safety employees from engaging in any physical confrontation with a violent or potentially violent individual or from behaving in a threatening or violent manner. Threats, threatening language, or any other acts of aggression or violence made toward or by any employee will not be tolerated. A threat may include any verbal or physical harassment or abuse; attempts to intimidate others; menacing gestures; stalking; or any other hostile, aggressive, and/or destructive actions taken for the purposes of intimidation. This policy covers any violent or potentially violent behavior that occurs in the workplace or at a City-sponsored event.

### **City's Response to Threats or Acts of Violence**

All City employees bear the responsibility of keeping our work environment free from violence or potential violence. Any employee who witnesses or is the recipient of violent behavior should promptly inform their supervisor, manager, or HR department. All threats will be promptly investigated. No employee will be subject to retaliation, intimidation, or discipline as a result of reporting a threat in good faith under this guideline.

The City will attempt to respond appropriately to any person who threatens the use of force or violence, or threatens an unlawful act, exhibits threatening behavior, or engages in violent acts. The City's response will normally be coordinated by the Administrator and Chief of or other appropriate law enforcement agency. The City Administrator or Police Chief will evaluate the severity of the situation and the need for additional resources (e.g., law enforcement, Emergency Medical Services) to minimize risk and further violence and will work with the appropriate supervisor in an effort to ensure that appropriate administrative actions are taken. If such conduct occurs on City property, the offending person will typically be removed from the premises pending the outcome of an investigation. The City may also suspend and /or terminate the employment relationship, reassign job duties, mandate training, including anger management, initiate criminal prosecution of the person or persons involved, or other actions as determined by the City to be appropriate under the circumstances.

No existing City policy, practice, or procedure will be interpreted to prohibit an employee from contacting the

Police Department directly by calling 911 when they have reason to believe that doing so is essential to prevent actual or imminent unlawful harm to themselves, others, or property. If the Police Department is contacted first, then your supervisor should be contacted immediately thereafter.

### **Mandatory Reporting**

Each City employee must immediately notify his/her supervisor, and /or the Police Department of any act of violence or of any threat involving a City employee that the employee has witnessed, received, or has been told that another person has witnessed or received. Even without an actual threat, each City employee must also report any behavior that the employee regards as threatening or violent when that behavior is job-related or might be carried out on City property, a City-controlled site, or a City job site, or when that behavior is in any manner connected to City employment or activity. Each employee is responsible for making this report regardless of the relationship between the individual who initiated the threat or threatening behavior, and the person or persons threatened or the target of the threatening behavior. A supervisor who is made aware of such a threat or other conduct must immediately notify the City Administrator or Chief of Police.

### **Protective Orders**

Employees who apply for or obtain a protective or restraining order that lists City locations as being protected areas must immediately provide the City Administrator and the City's Police Department a copy of any temporary protective or restraining order. City employees must also immediately advise their supervisor of any protective or restraining order issued against them.

### **Confidentiality**

The City will respect the privacy of reporting employees and will treat information and reports as confidential to the extent allowed by law. Such information will be released or distributed only to appropriate law enforcement personnel, the City Administrator, and others on a need-to-know basis and as may otherwise be required by law.

### **City Property**

For purposes of this policy, City property includes but is not limited to owned or leased vehicles, buildings and facilities, entrances, exits, break areas, parking lots and surrounding areas, recreation centers, swimming pools, and parks, and City-owned or leased real property.

**Documentation** - When appropriate, threats and incidents of violence will be documented. Documentation will be maintained by the City Administrator or designee and the Police Department.

**Policy Violations** - Violations of this policy may lead to disciplinary action, up to and including termination of employment.

## **CHAPTER 11 DRUGS, ALCOHOL, AND SUBSTANCE ABUSE**

### **11.01 Illegal and Legal Drugs, and CBD Oil (Cannabidiol)**

You may not report to work while under the influence of illegal drugs or legal drugs used in an illegal manner,

which includes the use of “Cannabidiol” or CBD products that may contain THC. Employees in safety-sensitive positions subject to drug testing under Title 49 of the U.S. Department of Transportation drug testing regulations may not use marijuana at all, including Cannabidiol/CBD products. If you are taking a drug or other medication prescribed by a physician, which is known or publicized as possibly impairing judgment, coordination, or other senses important to safe and productive work performance, you must notify your immediate supervisor prior to starting work. Management will determine whether you can work and may impose any necessary work restrictions.

The City considers consumption of or being under the influence of drugs or alcohol while on duty just cause for disciplinary action, up to and including termination. The City also considers a positive drug or alcohol screen indicating illegal drugs or alcohol in the body to be just cause for immediate termination. The City does not have the responsibility to prove impairment. Reasonable suspicion of drug use is a decision a supervisor makes based on objective factors such as the contemporaneous appearance or actions of an employee, in consultation with the City Administrator or designee.

## **11.02 Alcohol and Drug Use, Abuse, Testing, and Rehabilitation**

The City will administer the following types of alcohol and/ or drug screening programs:

- Pre-employment screening for safety or security-sensitive positions (must be completed within 48 hours of job offer)
- Reasonable Suspicion testing- When an employee is suspected of being under the influence.
- Post-incident/accident testing must be done immediately after injury, death, or property damage, regardless of severity.
- Random testing for safety-sensitive positions.

City employees who drive a commercial motor vehicle (CMV) requiring a Commercial Driver’s License (CDL) as part of their job duties are subject to alcohol and drug testing as required by the U.S. Department of Transportation (DOT) and the Federal Motor Carrier Safety Administration (FMCSA) and as outlined in this policy. The employee’s supervisor or hiring manager will advise the employee if the employee is subject to DOT testing and the terms of this policy. Employees who are not required by DOT to hold a CDL are not subject to this policy. Successful applicants for employment for a position requiring a CDL are also subject to testing under this policy.

Employees covered by this policy are also required to comply with the City’s Drug and Alcohol Use Policy. In other words, this DOT Drug and Alcohol Policy is in addition to, not in lieu of, the provisions of the City’s general Drug and Alcohol Use Policy. DOT tests will be completely separate from non-DOT tests in all respects. DOT tests take priority and will be conducted and completed before a non-DOT test is begun. All drug and alcohol testing performed under this DOT Policy will comply with applicable DOT procedures. If this policy conflicts with DOT regulations in any way, the DOT regulations will govern.

City positions currently subject to the testing provisions of this policy are all drivers with any class CDL.

All such testing results are reported on the FMCSA Drug & Alcohol Clearinghouse ([clearinghouse.fmcsa.dot.gov](http://clearinghouse.fmcsa.dot.gov)) for real-time violation info (positive tests, refusals, RTD status) for CDL drivers, and the FMCSA Portal ([portal.fmcsa.dot.gov](http://portal.fmcsa.dot.gov)) to submit required MIS (Management Information System) reports (annual aggregate data) via [Login.gov](http://Login.gov) to the DAMIS system.

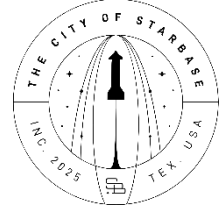
DOT requires the following testing for covered drivers: pre-employment, post-accident, random, reasonable

suspicion, return-to-duty, and follow-up testing.

**Pre-employment Testing.** Drug tests will be conducted after a conditional offer of employment is made and within 48 hours. These tests are also required when employees are promoted, demoted, or transferred into a safety-sensitive driver position. In all cases, the City's objective is to prohibit the use of all illegal drugs, including marijuana and Cannabidiol/CBD products in the workplace in order to provide a workplace that is safe for not only the City employees, but also the general public. The City's policy is to maintain a drug-free workplace, prohibiting the unlawful manufacture, distribution, dispensing, possession, sale, purchase, use, or presence of illegal drugs, alcoholic beverages, or drug paraphernalia in the workplace, during working hours, or in a City-owned or leased vehicle.

It is the policy of the City of Starbase to:

- Maintain a safe, drug-free, and alcohol-free work environment for its employees, conducive to effective City government operations, and to make a good faith effort to comply with the Federal Drug-Free Workplace Act of 1988, as amended, the United States Department of Transportation (DOT) 49 CFR, Subpart A, PART 40, and Part 382, as well as the Federal Motor Carrier Safety Administration (FMCSA).
- Prohibit the manufacture, distribution, dispensation, possession, sale, or use of controlled or illegal substance drugs or intoxicants by employees at any time on duty or in the workplace.
- Ensure that while on duty for or acting on behalf of the City, or while wearing a City uniform or in a City-owned, leased, or personal vehicle, or while on City premises, employees will not have alcohol, intoxicants, controlled or illegal substances present in their systems
- Prohibit the purchase of alcoholic beverages while in a City vehicle or uniform (while on or off duty).
- Require employees taking prescription medications that would impair their ability to operate vehicles, machinery, or equipment in a safe manner to inform their supervisor of such potential side effects.
- Follow the Omnibus Transportation Employee Testing Act of 1991 requiring employees holding a Commercial Driver's License (CDL) to be tested for use of controlled substances and misuse of alcohol. All employees who are required to have a CDL are subject to the controlled substance and alcohol testing rules set forth by the U.S. Department of Transportation. The City Administrator maintains a list of positions requiring a CDL.
- Require employees to submit to a drug and alcohol test (i) all Motor Vehicle Accidents (ii) when reasonable suspicion exists as defined in this section; (iii) random testing for all safety sensitive positions, and (iv) all work-related injuries requiring medical attention. Employees who maintain a CDL will be tested for random, post-accident, and reasonable suspicion under the U.S. Department of Transportation regulations.



## EMPLOYEE ACKNOWLEDGEMENT

I acknowledge that I have read and received a copy of this Employee Policy Manual and that it is also available in electronic format in English on the City of Starbase's website. I understand that as an employee of the City, I am required to comply with all the City's policies and procedures.

I understand that the City of Starbase Employee Handbook is not a contract of employment. I further understand that my employment is At-Will and may be terminated by either the City or me at any time, with or without cause, and with or without notice.

Except for the policy of "At-Will" employment, I understand that the City of Starbase reserves the right to modify or cancel any of its employee benefits when the need for change is recognized.

I further understand that, as a City of Starbase employee, I have a personal responsibility to provide quality service to the public, strive for the highest degree of safety possible for my fellow workers, continually suggest improvements, and display a spirit of teamwork and cooperation.

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

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

# S T A R B A S E

## CITY COMMISSION AGENDA MEMO

**TO:** Mayor and City Commission

**FROM:** City Administrator

**MEETING DATE:** April 20, 2026

**ITEM:** Discussion and Action on Ordinance for Participation in the Texas Municipal Retirement System (TMRS)

**SUMMARY** The City Commission is requested to discuss and take action on an Ordinance authorizing the City of Starbase to participate in the Texas Municipal Retirement System (TMRS) and its Supplemental Death Benefits Fund.

**BACKGROUND** As the City transitions from contract positions to full-time employees, it is necessary to provide standard retirement benefits. The attached Ordinance allows the City to join TMRS, sets employee contribution rates, authorizes actuarially determined City contributions, and includes participation in the Supplemental Death Benefits Fund.

**STAFF RECOMMENDATION** It is recommended that the City Commission approve the Ordinance as presented.

**MOTION:** “I move to approve Ordinance 2026-14 providing for the City’s participation in the Texas Municipal Retirement System (TMRS) and its Supplemental Death Benefits Fund, as presented.”

### ATTACHMENTS

- Ordinance – Participation in the Texas Municipal Retirement System (TMRS) and Supplemental Death Benefits Fund
- TMRS Actuarial Study

**CITY OF STARBASE, TEXAS ORDINANCE NO. 2026-14**

**AN ORDINANCE PROVIDING FOR PARTICIPATION IN THE TEXAS MUNICIPAL RETIREMENT SYSTEM AND its SUPPLEMENTAL DEATH BENEFITS FUND BY THE CITY OF STARBASE, TEXAS; AND AUTHORIZING ACTUARIALLY DETERMINED CONTRIBUTION RATE PAYMENTS.**

**WHEREAS**, Subtitle G of Title 8, Texas Government Code, as amended (which subtitle is referred to as the “TMRS Act”), authorizes the governing body of the City of Starbase, Texas (“City”) to elect to have one or more City departments participate in the Texas Municipal Retirement System (the “System”); and

**WHEREAS**, before adoption of this Ordinance, the City did not provide retirement benefits to its employees that were funded partly or wholly by the City; and

**WHEREAS**, the City Commission of the City finds that it is in the public interest for the City to have its employees participate in the System as provided in this Ordinance; now, therefore,

**BE IT ORDAINED BY THE CITY COMMISSION OF the city of STARBASE, TEXAS:**

**SECTION 1. Authorization of Participation in the Texas Municipal Retirement System Retirement Plan.**

(a) The City Commission of the City voluntarily elects to have all departments of the City now existing and those created in the future participate in the System and be subject to the provisions of the TMRS Act.

(b) Each person who is or becomes an employee of the City on or after the effective date of the City’s participation in the System in a position that normally requires services of 1,000 hours or more per year (“Employee”) shall become a member of the System (“Member”) as a condition of their employment.

(c) Pursuant to TMRS Act §854.202(g), the City authorizes that each Member of the System who is or was an Employee of the City will be eligible to retire and receive a service retirement benefit if the Member has at least 20 years of credited service in the System performed for one or more municipalities, including the City, that have adopted a like provision under TMRS Act §854.202(g).

(d) In accordance with TMRS Act §855.401, the rate of Member contributions to be made by the City to the System shall be **7%** of each Employee's compensation (as defined by the TMRS Act). The City shall submit a monthly payroll report and deposit the amounts deducted from Employees' compensation to the System in accordance with TMRS Act §855.402.

(e) Each Employee who is eligible to receive "prior service credit," as described in TMRS Act §853.101, shall be granted prior service credit at the rate of **100%** percent [*"any multiple of 10 percent that does not exceed 100 percent of the base credit, with 10 percent being the minimum percentage..." TMRS Act §853.105(d)*] of the "base credit" of such Member, calculated in the manner prescribed in TMRS Act §853.105. The City Administrator, or their designee, is hereby authorized and directed to ascertain and certify officially on behalf of the City for each current Employee of the participating departments (i) their number of months of prior service rendered to the City, and (ii) their average prior service compensation received (calculated pursuant to TMRS Act §853.104), and to make and execute all prior service certifications and reports which may be required of the City under the provisions of the TMRS Act or in compliance with the rules of the System's Board of Trustees ("Board").

(f) For each month of current service rendered to the City by each of its Employees who are Members of the System, the City elects to provide for each such Member at the time of his or her retirement, a sum that is **200%** of such Member's accumulated contributions (as defined in the TMRS Act) for such month of employment, and said sum shall be a liability of the City's account in the System's benefit accumulation fund ("BAF") in accordance with TMRS Act §§854.002 and 855.501.

(g) Pursuant to TMRS Act §855.407(g), the City shall make future normal and prior service contributions to its account in the System's BAF at no less than the combined rate of the total compensation paid by the City to its Employees who are Members of the System, as the System's actuary shall annually determine as the rate necessary to fund, within the amortization period applicable to the City under the TMRS Act, the costs of all benefits that are or may become chargeable to or are to be paid out of the City's account in said BAF, regardless of other TMRS Act provisions limiting the combined rate of City contributions.

(h)The City Administrator, or their designee, is hereby directed to remit to the System’s Board the City contributions and the amounts that shall be deducted from the compensation of Employees, all as required under the provisions of the TMRS Act and any applicable Board rules, and to make and execute all other reports and certifications which may be required of the City under the provisions of the TMRS Act, or in compliance with the rules and regulations of the System’s Board.

**SECTION 2. Authorization of Participation in the System Supplemental Death Benefits Fund.**

(a) The City elects to participate in the System’s Supplemental Death Benefits (“SDB”) Fund for the purpose of providing in-service death benefits for each City Employee who is a Member, and for the purpose of providing post-retirement death benefits for each retiree whose last employment under the System was as a City Employee, in the amounts and on the terms of TMRS Act §§852.004, 854.601 through 854.605, 855.314, 855.408 and 855.502 and applicable rules and regulations of the System’s Board.

**SECTION 3. Notification of Participation and Effective Date.**

(a) The City Administrator, or their designee, is hereby directed to (i) notify the System’s Board that the City has elected to participate and have the City’s Employees participate in the System and in the SDB Fund; and (ii) provide the System with a copy of this Ordinance.

(b) Pursuant to TMRS Act §852.001(c), the City’s participation in the System will begin on the first day of the second month after the Ordinance is received by the System.

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

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

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

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

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

**PASSED AND APPROVED BY THE CITY COMMISSION OF THE CITY OF STARBASE, TEXAS,** on this the 20th day of April, 2026.

**CITY OF STARBASE, TEXAS**

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Bobby Peden, Mayor

**ATTEST:**

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Gretchen Norton, City Clerk

**APPROVED AS TO FORM:**

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Marie N. Johnson, Assistant City Attorney



April 6, 2026

Kent Myers  
City Administrator  
City of Starbase  
39046 LBJ Blvd, Unit 2  
Brownsville, TX 78521

Dear Mr. Myers:

Continuing our conversation about the City of Starbase joining TMRS, attached is an actuarial study utilizing information you provided to us. The actuarial study provides the city's contribution rate information concerning the different plan options available to your city.

Also enclosed is a retirement estimate for all your employees based on a 7% contribution rate and a 2:1 city matching ratio. If you choose a higher contribution rate (e.g., 8%), the city's cost will be higher and the employee's retirement benefit will be greater. If you would like a more detailed estimate for any of these other options, please let me know.

Additionally, I also attached a model participation ordinance for your city to adopt. The enclosed participation ordinance includes your city's participation in the Supplemental Death Benefits program.

The Supplemental Death Benefits program provides death benefits for both active and retired employees. In the event a current employee dies, the plan pays a benefit approximately equal to the member's annual salary. If a retiree dies, the plan pays a death benefit of \$7,500.00.

If your city decides to join TMRS, please make sure the ordinance is adopted and signed, and send a copy as soon as possible to [cityservices@tmrs.com](mailto:cityservices@tmrs.com).

If you have any questions about the model ordinance or anything else, please call Colin Davidson, Chief Service Officer, at 512-225-3742.

Sincerely,

A handwritten signature in blue ink that reads "Kitty Tom". The signature is written in a cursive style with a horizontal line underneath.

Kitty Tom  
City Services Senior Analyst



**Actuarial Study for City Participation  
City of Starbase  
Proposed Participation Date – 06/01/2026**

5% Employee Deposit Rate Contributions – 100% Prior Service Allocation  
2026-2027 Required Contributions

	Plan 1	Plan 2	Plan 3
Estimated Payroll - \$431,550			
Employee Contribution Rate	5%	5%	5%
City's Matching Ratio	1 to 1	1.5 to 1	2 to 1
Supplemental Death Benefits Active Employees and Retirees	Yes	Yes	Yes
Prior Service Credit Allocation	100%	100%	100%
City's Contribution Rate			
Normal Cost	1.83%	3.35%	4.86%
Prior Service Cost	0.03%	0.04%	0.05%
Supplemental Death Benefits	<u>0.04%</u>	<u>0.04%</u>	<u>0.04%</u>
Total	1.90%	3.43%	4.95%
City's Estimated Annual Contribution	\$8,199	\$14,802	\$21,362
City's Estimated Unfunded Actuarial Liability	\$960	\$1,201	\$1,442

**Assumptions:**

Number of Current Eligible Employees	3
Average Age	40.6
Average Years of Service	0.08
Average Monthly Employee Salary	\$11,988
Assumed Retirement Eligibility	20 years of service at any age; or Age 60 with 5 years of service, if earlier
Assumed Annual Rate of Payroll Increase	2.75%
Assumed Valuation Interest Rate	6.75%
Amortization Period for Unfunded Actuarial Liability (Years)	8

4/6/2026



**Actuarial Study for City Participation  
City of Starbase  
Proposed Participation Date – 06/01/2026**

6% Employee Deposit Rate Contributions – 100% Prior Service Allocation  
2026-2027 Required Contributions

	Plan 1	Plan 2	Plan 3
Estimated Payroll - \$431,550			
Employee Contribution Rate	6%	6%	6%
City's Matching Ratio	1 to 1	1.5 to 1	2 to 1
Supplemental Death Benefits Active Employees and Retirees	Yes	Yes	Yes
Prior Service Credit Allocation	100%	100%	100%
City's Contribution Rate			
Normal Cost	2.20%	4.01%	5.83%
Prior Service Cost	0.04%	0.05%	0.06%
Supplemental Death Benefits	<u>0.04%</u>	<u>0.04%</u>	<u>0.04%</u>
Total	2.28%	4.10%	5.93%
City's Estimated Annual Contribution	\$9,839	\$17,694	\$25,591
City's Estimated Unfunded Actuarial Liability	\$1,152	\$1,441	\$1,730

**Assumptions:**

Number of Current Eligible Employees	3
Average Age	40.6
Average Years of Service	0.08
Average Monthly Employee Salary	\$11,988
Assumed Retirement Eligibility	20 years of service at any age; or Age 60 with 5 years of service, if earlier
Assumed Annual Rate of Payroll Increase	2.75%
Assumed Valuation Interest Rate	6.75%
Amortization Period for Unfunded Actuarial Liability (Years)	8

4/6/2026



**Actuarial Study for City Participation  
City of Starbase  
Proposed Participation Date – 06/01/2026**

7% Employee Deposit Rate Contributions – 100% Prior Service Allocation  
2026-2027 Required Contributions

	Plan 1	Plan 2	Plan 3
Estimated Payroll - \$431,550			
Employee Contribution Rate	7%	7%	7%
City's Matching Ratio	1 to 1	1.5 to 1	2 to 1
Supplemental Death Benefits Active Employees and Retirees	Yes	Yes	Yes
Prior Service Credit Allocation	100%	100%	100%
City's Contribution Rate			
Normal Cost	2.56%	4.68%	6.80%
Prior Service Cost	0.05%	0.06%	0.07%
Supplemental Death Benefits	<u>0.04%</u>	<u>0.04%</u>	<u>0.04%</u>
Total	2.65%	4.78%	6.91%
City's Estimated Annual Contribution	\$11,436	\$20,628	\$29,820
City's Estimated Unfunded Actuarial Liability	\$1,344	\$1,681	\$2,019

**Assumptions:**

Number of Current Eligible Employees	3
Average Age	40.6
Average Years of Service	0.08
Average Monthly Employee Salary	\$11,988
Assumed Retirement Eligibility	20 years of service at any age; or Age 60 with 5 years of service, if earlier
Assumed Annual Rate of Payroll Increase	2.75%
Assumed Valuation Interest Rate	6.75%
Amortization Period for Unfunded Actuarial Liability (Years)	8

4/6/2026



**Actuarial Study for City Participation  
City of Starbase  
Proposed Participation Date – 06/01/2026**

8% Employee Deposit Rate Contributions – 100% Prior Service Allocation  
2026-2027 Required Contributions

	<u>Plan 1</u>	<u>Plan 2</u>	<u>Plan 3</u>
Estimated Payroll - \$431,550			
Employee Contribution Rate	8%	8%	8%
City's Matching Ratio	1 to 1	1.5 to 1	2 to 1
Supplemental Death Benefits Active Employees and Retirees	Yes	Yes	Yes
Prior Service Credit Allocation	100%	100%	100%
City's Contribution Rate			
Normal Cost	2.93%	5.35%	7.77%
Prior Service Cost	0.05%	0.07%	0.08%
Supplemental Death Benefits	<u>0.04%</u>	<u>0.04%</u>	<u>0.04%</u>
Total	3.02%	5.46%	7.89%
City's Estimated Annual Contribution	\$13,033	\$23,563	\$34,049
City's Estimated Unfunded Actuarial Liability	\$1,536	\$1,921	\$2,307

**Assumptions:**

Number of Current Eligible Employees	3
Average Age	40.6
Average Years of Service	0.08
Average Monthly Employee Salary	\$11,988
Assumed Retirement Eligibility	20 years of service at any age; or Age 60 with 5 years of service, if earlier
Assumed Annual Rate of Payroll Increase	2.75%
Assumed Valuation Interest Rate	6.75%
Amortization Period for Unfunded Actuarial Liability (Years)	8

4/6/2026

# S T A R B A S E

## CITY COMMISSION AGENDA MEMO

**TO:** Mayor and City Commission

**FROM:** City Administrator

**MEETING DATE:** April 20, 2026

**ITEM:** Discussion and Action to Approve Library Services Agreement with Starbase Community Library

**SUMMARY** The City Commission is requested to discuss and take action to approve the Library Services Agreement with the Starbase Community Library, a newly forming local nonprofit organization, to establish and provide public library services to the residents of Starbase. The agreement includes an annual service fee of **\$160,000**, with the initial partial fiscal year (effective date through September 30, 2026) paid in two installments of **\$80,000** each.

**BACKGROUND** At the Special City Commission Meeting in February 2026, representatives of the proposed Starbase Community Library presented to the Commission. The organizers have since decided to form the Library as an independent 501(c)(3) nonprofit corporation. They are now requesting City support through a formal services agreement that will enable the Library to launch operations and begin serving the community.

This agreement establishes a clear partnership between the City and the Library while preserving the Library's status as an independent nonprofit contractor with full governance autonomy.

Under the agreement:

- The Library will provide public library services, including physical access, on-site material use, reference services, and programs, while making good-faith efforts to achieve and maintain accreditation standards from the Texas State Library and Archives Commission (TSLAC).
- The City will pay an annual Service Fee of **\$160,000**. For the initial partial fiscal year (effective date through September 30, 2026), the fee will be paid in two installments of **\$80,000** each.
- The Library will retain ownership of its collection and may seek supplemental private donations and grants.
- The Library will provide the City with its annual financial report, TSLAC Annual Report, and IRS Form 990 for transparency (without disclosing private donor identities).

The agreement has an initial term of five (5) years with automatic one-year renewals and may be terminated by either party with 120 days' written notice. This arrangement allows the City to support the establishment of a community library without assuming direct operational responsibility.

**STAFF RECOMMENDATION** It is recommended that the City Commission approve the Library Services Agreement with the Starbase Community Library as presented and authorize the Mayor to execute the agreement on behalf of the City.

**MOTION:** "I move to approve the Library Services Agreement between the City of Starbase and the Starbase Community Library for the provision of public library services, which includes an annual service fee of \$160,000, and to authorize the Mayor to execute the Agreement on behalf of the City of Starbase."

**ATTACHMENTS** • Library Services Agreement with Starbase Community Library (including Exhibit A – Insurance Addendum)

## Library Services Agreement

This Library Services Agreement (this "Agreement") is made between the City of Starbase, Texas, (hereinafter called "City") and the Starbase Community Library (hereinafter called "Library") a nonprofit organization duly incorporated under the Texas Non-Profit Corporation Act and located in the City of Starbase, Texas for the provision of library services as set forth below.

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

Whereas, because there is no library currently in city limits, the City has a need for library services for the residents who live in the City; and

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

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

### **I. Purpose & Relationship of Parties**

- 1. Public Purpose:** The purpose of this contract is for the provision of library services and facilities by the Library to Starbase residents and the general public in recognition of both parties shared interests in promoting civic engagement and facilitating educational and learning opportunities.
- 2. Independent Contractor:** The Library is an independent contractor. This Agreement does not create an agency, partnership, or joint venture. Library agrees to hold the City harmless and indemnify it against any disallowed costs or any other claims which may be asserted by any third party occurring in connection with the services to be performed by Library under this Agreement. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or any other third party to create the relationship of principal and agent, partnership, joint venture, or any other association whatsoever between the parties. Library is not and shall not be construed to be a division or agency of the City. The City does not and will not accept or assume any liability or obligation incurred by or on behalf of Library. At no time will any employee or representative of Library be considered an agent or employee of the City or represent himself or herself as such.
- 3. Governance Autonomy:** The Library's Board of Directors shall maintain sole and exclusive authority over the internal governance, personnel, and operational policies of the Library. The parties acknowledge that the Library is a private, non-profit corporation and, as an independent contractor providing services for a fee, is not a "governmental body" under Tex. Gov't Code § 551 (TOMA) or § 552 (TPIA).

4. **Board Composition:** The Library shall maintain a self-electing Board. The City may appoint a single Non-Voting Liaison to facilitate communication.

## II. Scope of Services

1. **Library Services:** The Library shall provide public library services including physical access, on-site material use, and reference services to the general public.
2. **Accreditation:** The Library shall make a good-faith effort to meet and maintain minimum standards for accreditation by the Texas State Library and Archives Commission (TSLAC).
3. **Access Tiers:** While maintaining physical access for all, the Library reserves the right to prioritize residents of Starbase for certain activities such as no-fee borrowing and advanced program registration.

## III. Compensation & Funding

1. **Service Fee:** In consideration for providing library services to the community, the City shall pay the Library an annual Service Fee, payable in Monthly installments, beginning in FY 2027. For the initial partial fiscal year (effective date through September 30, 2026), the City shall provide a full annual Service Fee of \$160,000 in two payments: the first, of \$80,000, to be paid within two weeks of the Effective Date (defined below) of this Agreement, and the second, of \$80,000, to be paid by July 15, 2026. Thereafter, the annual Service Fee shall be determined according to the City's standard budget process. If the City has not approved a new annual Service Fee by the start of a new fiscal year, the City shall continue to disburse funds to the Library at the previous year's monthly rate until a new budget is adopted.
2. **Supplemental Funding:** The City may, from time to time, provide supplemental funding for specific library projects or expanded services as requested by the Library's Board and approved by the City Administrator. Supplemental funding requests shall be in writing containing details on how the supplemental funding will be spent and include itemized costs, if applicable.
3. **Private Funding:** The Library shall make seek private donations and state and apply for federal grants available to public libraries. Such funds shall remain the sole property of the Library and are not subject to City oversight or appropriation.
4. **Public Funding:** In accordance with TSLAC accreditation standards, the City agrees to provide at least 50% of the Library's basic operating budget or a minimum of \$5.00 per Starbase resident, whichever is greater. In order to ensure the City meets this requirement, Library shall provide City with its proposed budget no later than June 30 of each calendar year.
5. **Insurance:** The Library agrees to keep and maintain such insurance policies as may be necessary to cover all obligations assumed under this Agreement and in accordance with the requirements of Exhibit A. The Library shall provide a copy of its certificate of insurance to the City within two weeks of the Effective Date (defined below) and on an annual basis prior to October 1.

## IV. Assets

1. **Ownership of Collection:** All books, digital media, and equipment purchased by the Library (using either City fees or private funds) shall be the property of the Library.

#### **V. Oversight & Reporting**

1. **Financial Reporting:** The Library shall provide the City with a copy of its annual financial report as prepared in accordance with Tex. Bus. Orgs. Code § 22.352. Additionally, the Library shall provide the City with a copy of its TSLAC Annual Report and IRS Form 990 within 30 days of filing.
2. **Monthly Reporting:** The Library agrees to provide the City with a monthly report of library activities, including relevant information such as the number of material checkouts, meeting room reservations, and educational programs.
3. **Limited Disclosure:** This reporting shall not require the disclosure of private donor identities or the minutes of private Board of Directors meetings.
4. **Independent Review.** The Library shall engage an independent CPA to perform a financial review or audit of its total operations once every two years, the cost of which may be paid from the City's annual fee.

#### **VI. Term & Termination**

1. **Term and Renewal:** This Agreement shall become effective when duly executed on behalf of both parties. This Agreement shall be for a term of 5 years. Upon the expiration of the initial term, this Agreement shall automatically renew for successive one-year terms, unless either party provides written notice of its intent not to renew at least 120 days prior to the end of the then-current term.
2. **Termination:** Either party may terminate this Agreement upon 120 days' written notice. If the City elects not to extend the term of this Agreement, it shall notify the Library of such decision at least 120 days before the expiration of the current term.

#### **VII. Immunity & Waiver of Liability**

1. **LIBRARY AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, INCLUDING REASONABLE ATTORNEY'S FEES, FOR INJURY TO OR DEATH TO ANY PERSON, OR FOR DAMAGES TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THE SERVICES PROVIDED UNDER THIS AGREEMENT. THE INDEMNITY CONTAINED IN THIS PARAGRAPH IS INDEPENDENT OF LIBRARY'S INSURANCE, WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES, WILL SURVIVE THE END OF THE TERM.**
2. This Section VII shall survive the termination of this Agreement.

#### **VIII. Miscellaneous Provisions**

1. **Governing Law and Venue:** This Agreement shall be interpreted in accordance with the laws of the State of Texas and Cameron County is the venue for any action regarding this agreement.



City of Starbase

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Bobby Peden, Mayor

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Starbase Community Library

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Rachel Styer, Secretary, Board of Directors

**Exhibit A**  
**INSURANCE ADDENDUM**

**1.0 General Provisions**

1.1 The Library shall obtain and maintain the minimum insurance coverage set forth in this exhibit. By requiring such minimum insurance, City shall not be deemed or construed to have assessed the risk that may or may not be applicable to the Library. The Library shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Library is not relieved of any liability or other obligation assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

1.2 The Library agrees that the insurance requirements specified in this section do not reduce the liability Library has assumed in any indemnification/hold harmless section of this contract.

1.3 City reserves the right to approve the security of the insurance coverage provided pursuant to this section by insurers including terms, conditions and the Certificate of Insurance. Failure of the Library to fully comply with requirements of this section during the term of this contract will be considered a material breach of contract and will be cause for immediate termination of the contract at the option of City.

1.4 Insurance coverage required by this section shall:

1.4.1 Be on a primary basis, non-contributory with any other insurance coverage and/or self-insurance carried by City.

1.4.2 Be with an insurer possessing an A-VII A. M. Best Rating or equivalent.

**2.0 Minimum Insurance Coverage & Limits**

2.1 Commercial General Liability. Library shall maintain commercial general liability.

2.2 Commercial general liability insurance shall be written on an ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent company's, product-completed operations, personal and advertising injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

2.3 City shall be included as an additional insured under the commercial general liability using ISO additional insured endorsement CG 20 10 07 04 and CG 20 37 07 04 or their equivalent, including coverage for City with respect to liability arising out of the completed operations of Library.

2.4 Limits of Insurance:  
(next page)

Type of Insurance	Amount of Insurance	Provisions
1. Commercial General (Public) Liability to include coverage for: a) Premises/Operations b) Products/Completed Operations c) Independent Contractors d) Personal Liability e) Contractual Liability f) Abuse/Molestation	\$1,000,000 each occurrence \$2,000,000 general aggregate	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage.
2. Business Auto Liability	\$1,000,000 per occurrence	City to be named as additional insured
3. Workers' Comp & Employers' Liability	Statutory Limits \$1,000,000 each accident	City to be provided a waiver of subrogation

2.5 Commercial Automobile Liability. Library shall maintain business automobile liability insurance and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 per occurrence.

2.6 Such automobile liability insurance shall cover liability arising out of any auto (including owned, hired, and non-owned automobiles).

2.7 Commercial automobile coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to the amount provided in ISO form CA 00 01.

2.8 Library waives all rights against City and its agents, officers, directors and employees for recovery by the commercial automobile liability or commercial umbrella liability insurance obtained by Library pursuant to this section or under any applicable automobile physical damage coverage.

2.9 Workers' Compensation & Employer's Liability. Library shall maintain workers' compensation insurance with a limit of no less than \$1,000,000 each incident. The employers' liability limit and, if necessary, commercial umbrella coverage, shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

2.10 Library waives all rights against City and its agents, officers, directors and employees for recovery of damages under Library's workers' compensation and employers' liability in connection with scope of contract and completed operations.

### **3.0 Evidence of Insurance**

3.1 As set forth in this Agreement, Library shall furnish City a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with this section. Library shall furnish copies of all endorsements as required by each section.

3.2 Failure of City to demand such certificate(s) or other evidence of full compliance with these insurance requirements or failure of City to identify a deficiency from evidence that is provided shall not be construed as a waiver of Library's obligation to maintain such insurance.

3.3 City shall have the right, but not the obligation, of prohibiting Library or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the City.

3.4 Failure to maintain required insurance may result in termination of this contract at sole option of the City.

# S T A R B A S E

## CITY COMMISSION AGENDA MEMO

**TO:** Mayor and City Commission

**FROM:** City Administrator

**MEETING DATE:** April 20, 2026

**ITEM:** Discussion and Action on Ordinance No. 2026-15 – Amendment to the Fiscal Year 2025-2026 Budget for the Starbase Community Library

**SUMMARY** The City Commission is requested to discuss and take action to approve **Ordinance No. 2026-15**, which amends the Fiscal Year 2025-2026 budget to transfer **\$160,000** from the Law Enforcement ILA Contract budget line item to the General Fund – Contractual Services (Library Services) for payment to the Starbase Community Library pursuant to the Library Services Agreement.

**BACKGROUND** The City of Starbase has entered into a Library Services Agreement with the Starbase Community Library, a local 501(c)(3) nonprofit organization. Under the agreement, the City is obligated to pay an annual Service Fee of \$160,000. For the initial partial fiscal year (Effective Date through September 30, 2026), this amount will be paid in two installments of \$80,000 each.

This budget amendment reallocates existing funds to cover the contractual obligation without increasing the overall City budget.

**STAFF RECOMMENDATION** Staff recommends that the City Commission approve Ordinance No. 2026-15 as presented and authorize the Mayor to execute the Ordinance on behalf of the City.

**MOTION** “I move to approve Ordinance No. 2026-15, amending the Fiscal Year 2025-2026 budget by decreasing the Law Enforcement ILA Contract budget line item by \$160,000 and increasing the General Fund – Contractual Services (Library Services) by \$160,000 for payment to the Starbase Community Library, and to authorize the Mayor to sign the Ordinance on behalf of the City of Starbase.”

**ATTACHMENTS**

- Ordinance No. 2026-15 (Budget Amendment for the Starbase Community Library)

**CITY OF STARBASE, TEXAS ORDINANCE NO. 2026-15**

**AN ORDINANCE OF THE CITY OF STARBASE, TEXAS AMENDING ORDINANCE NO. 2025-09-11-E01-OR TO AMEND THE FISCAL YEAR 2025-2026 BUDGET TO APPROPRIATE FUNDS FOR THE NON-PROFIT STARBASE COMMUNITY LIBRARY; PROVIDING FOR THE INCORPORATION OF PREMISES; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the City Commission adopted Ordinance No. 2025-09-11-E01-OR adopting the Fiscal Year 2025-2026 Budget of the City of Starbase, Texas (the “2025-2026 Budget”) and the City has been making expenditures and operating under the 2025-2026 Budget as required by law; and

**WHEREAS**, the City of Starbase has entered into a Library Services Agreement with the Starbase Community Library, a Texas non-profit corporation, to provide public library services to the residents of Starbase; and

**WHEREAS**, the Library Services Agreement requires the City to pay an annual Service Fee of \$160,000, with the initial partial fiscal year (Effective Date through September 30, 2026) funded by two payments of \$80,000 each; and

**WHEREAS**, it is necessary to amend the 2025-2026 Budget to appropriate sufficient funds for this purpose; and

**WHEREAS**, the City Commission finds that this budget amendment is in the best interest of the citizens of Starbase; and

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

**SECTION 1. Incorporation of Premises.** That all of the above premises are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

**SECTION 2. Budget Amendment Adopted.** That the Fiscal Year 2025-2026 Budget adopted by Ordinance No. 2025-09-11-E01-OR is hereby amended as follows:

(a) The Law Enforcement ILA Contract budget line item is decreased by the sum of **\$160,000**; and

(b) The General Fund - Contractual Services (Library Services) is increased and appropriated the sum of **\$160,000** for payment to the Starbase Community Library pursuant to the Library Services Agreement.

All line items, expenditures, and revenues not expressly amended herein shall remain in full force and effect without amendment.

**SECTION 3. Severability.** Should any section, subsection, sentence, clause, or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

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

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

**SECTION 6. Filing and Posting of Budget.** A true and correct copy of this Ordinance shall be filed with the City Clerk and posted on the City's website. In addition, the City Administrator is hereby directed to assist the Mayor, serving as Budget Officer, by filing or by causing to be filed a true and correct copy of this Ordinance in the office of the County Clerk of Cameron County, Texas, as required by Texas Local Government Code Section 102.009(d).

**SECTION 7. Effective Date.** This Ordinance shall become effective upon its passage and adoption.

*Remainder of page intentionally left blank*

**PASSED AND APPROVED BY THE CITY COMMISSION OF THE CITY OF STARBASE, TEXAS, on this the 20th day of April, 2026.**

**CITY OF STARBASE, TEXAS**

---

Bobby Peden, Mayor

**ATTEST:**

---

Gretchen Norton, City Clerk

**APPROVED AS TO FORM:**

---

Marie N. Johnson, Assistant City Attorney

# S T A R B A S E

## CITY COMMISSION AGENDA MEMO

**TO:** Mayor and City Commission

**FROM:** City Administrator

**MEETING DATE:** April 20, 2026

**ITEM:** Discussion and Action on a Resolution Approving the Creation of a Type B Economic Development Corporation and Approval of the Certificate of Formation for the Starbase Economic Development Corporation

**SUMMARY:** The City Commission is requested to discuss and take action on a resolution authorizing the creation of the **Starbase Economic Development Corporation**, a Type B Economic Development Corporation, and approving the proposed Certificate of Formation. This corporation will promote industrial development, business attraction, expansion, and economic growth within the City of Starbase.

**BACKGROUND:** Texas Local Government Code Chapters 501, 502, and 505 authorize the City to create a Type B Economic Development Corporation as a separate nonprofit entity to carry out economic development projects on behalf of the City.

A Type B EDC provides the City with a dedicated organizational structure that can issue bonds to finance qualifying economic development projects, including industrial facilities, business recruitment, job creation, and related infrastructure improvements. This structure enables the City to offer low-cost financing tools to attract and retain businesses while maintaining clear separation from direct City operations.

The City has received a written application from three qualified voters requesting the formation of this corporation. The attached resolution formally authorizes the organizers to proceed and approves the Certificate of Formation.

**STAFF RECOMMENDATION** Staff recommends that the City Commission approve the resolution and the Certificate of Formation as presented to officially create the Starbase Economic Development Corporation.

**MOTION** “I move to approve Resolution No. 2026-12 authorizing the creation of the Starbase Economic Development Corporation, a Type B Economic Development Corporation, and approving the proposed Certificate of Formation, and to authorize the Mayor to execute all necessary documents on behalf of the City of Starbase.”

**ATTACHMENTS**

- Resolution Authorizing the Creation of the Starbase Economic Development Corporation
- Certificate of Formation for the Starbase Economic Development Corporation (Exhibit B)
- Application from Organizers (Exhibit A)

**CITY OF STARBASE, TEXAS**

**RESOLUTION NO. 2026-12**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STARBASE, TEXAS AUTHORIZING THE CREATION OF THE STARBASE ECONOMIC DEVELOPMENT CORPORATION, A TYPE B DEVELOPMENT CORPORATION, AND APPROVING THE PROPOSED CERTIFICATE OF FORMATION; PROVIDING FOR SEVERABILITY, REPEALER AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, on 4/14/2026, the City received a written application from three qualified voters of the City (the “Organizers”) that requested the City Commission to authorize creation of a Type B Economic Development Corporation to act on behalf of the City, attached hereto as **Exhibit A**; and

**WHEREAS**, the City is located in Cameron County, which has a population of 500,000 or less; and

**WHEREAS**, the City is authorized to create a Type B economic development corporation under Texas Local Government Code sections 504.002(1) and 505.002(3); and

**WHEREAS**, in accordance with Texas Local Government Code section 501.051, the City Commission finds that the creation of a Type B Economic Development Corporation is advisable and satisfies the public purpose set forth below; and

**WHEREAS**, the City Commission hereby authorizes the Organizers to create the Starbase Economic Development Corporation and approves of the proposed Certificate of Formation, attached hereto as **Exhibit B**; and

**WHEREAS**, the City Commission declares that the creation of the Starbase Economic Development Corporation serves the welfare of the citizens of Starbase and the general public.

**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 into this Resolution as findings of fact.

**SECTION 2. Public Purpose.** The City Commission hereby finds that the Starbase Economic Development Corporation's public purpose is to undertake such projects as may contribute to the welfare of residents economically by securing and retaining business enterprises and as a result maintaining a higher level of employment, economic activity, and stability, improving quality of life, job training, and economic growth of the City as outlined in Texas Local Government Code Chapter 505.

**SECTION 3. Authorization of Type B Economic Development Corporation.** In accordance with Texas Local Government Code Chapters 501, 502 and 505, the City Commission hereby authorizes the Organizers to take all necessary action to create the Starbase Economic Development Corporation and hereby approves of the proposed Certificate of Formation, attached hereto as **Exhibit B**. The Organizers shall file the Certificate of Formation in accordance with Texas Local Government Code section 501.057 and other applicable Texas law. The City Administrator or designee is hereby authorized to assist the Organizers with the creation and filing of the Certificate of Formation consistent the purposes of this Resolution.

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

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

**SECTION 6. 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 Records of the City.

**SECTION 7. Effective Date.** This Resolution shall take effect immediately upon passage.

**PASSED AND APPROVED** this 20th day of April 2026.

CITY OF STARBASE, TEXAS

---

Bobby Peden, Mayor

**ATTEST:**

---

Gretchen Norton, City Clerk

**APPROVED AS TO FORM:**

---

Marie N. Johnson, Assistant City Attorney

1/14/2026

Kent Myers  
City Administrator  
39046 LBJ Blvd., Unit 02  
Starbase, TX 78521

Dear Mr. Myers,

We, the undersigned, are registered voters who live within the city limits of Starbase. We write this letter to request that the City of Starbase authorize the creation of a development corporation pursuant to the Development Corporation Act, codified as Texas Local Government Code Chapters 501 through 505. We ask that a resolution be prepared to approve the creation of a development corporation and that the City Commission consider the resolution at a coming scheduled meeting of the City Commission. We ask that you confirm receipt of this request in writing and that you keep us informed of the date of the Commission meeting at which the approval of the development corporation will be considered.

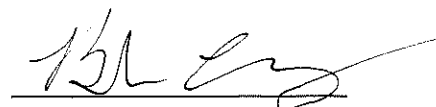
Sincerely,



Cesar Ruvalcaba  
39046 L B J Blvd. Unit 02, Starbase, TX 78521



Anthony Greco  
39046 L B J Blvd. Unit 02, Starbase, TX 78521



Brandon Conroy  
39046 L B J Blvd. Unit 02, Starbase, TX 78521

**CERTIFICATE OF FORMATION  
OF  
STARBASE ECONOMIC DEVELOPMENT CORPORATION**

We, the undersigned natural persons, each of whom is at least eighteen (18) years of age or more, and a resident and a qualified voter of the City of Starbase, Texas (the “City”) and a citizen of the State of Texas, acting as organizers of a public instrumentality and non-profit development corporation (the “Corporation”), established under Title 12, Subtitle C-1 of the Local Government Code, the Development Corporation Act, as amended (the “Act”), do hereby adopt the following Certificate of Formation for the Corporation:

**ARTICLE I**

The name of the corporation is STARBASE ECONOMIC DEVELOPMENT CORPORATION (the “Corporation”).

**ARTICLE II**

The Corporation is a public, non-profit corporation, and shall be a Type “B” corporation under the Act.

**ARTICLE III**

The period of its duration is perpetual.

**ARTICLE IV**

The Corporation shall have no members and is a non-stock corporation.

**ARTICLE V**

The street address of the initial registered office of the Corporation is 39046 L B J Blvd. Unit 02, Starbase, TX 78521, and the name of its initial registered agent at such address is 39046 L B J Blvd. Unit 02, Starbase, TX 78521.

**ARTICLE VI**

The number of directors constituting the initial Board of Directors of the Corporation is seven (7). The names and addresses of the initial directors, each of whom is qualified to serve pursuant to Texas Local Government Code, Section 505.052<sup>(1)</sup>, are:

	<u>NAME</u>	<u>ADDRESS</u>
1.	Bobby Peden	39046 L B J Blvd. Unit 02, Starbase, TX 78521
2.	Camille Bagnall	39046 L B J Blvd. Unit 02, Starbase, TX 78521
3.	Jamin Gallman	39046 L B J Blvd. Unit 02, Starbase, TX 78521
4.	Parker Buntin	39046 L B J Blvd. Unit 02, Starbase, TX 78521
5.	Albert Traylor	39046 L B J Blvd. Unit 02, Starbase, TX 78521
6.	Mercedes Zhang	39046 L B J Blvd. Unit 02, Starbase, TX 78521
7.	Karthik Muthuswamy	39046 L B J Blvd. Unit 02, Starbase, TX 78521

**ARTICLE VII**

The names and addresses of the organizers, each of whom reside within the City of Starbase, Texas, are:<sup>[2]</sup>

	<u>NAME</u>	<u>ADDRESS</u>
1.	Brandon Conroy	39046 L B J Blvd. Unit 02, Starbase, TX 78521
2.	Anthony Greco	39046 L B J Blvd. Unit 02, Starbase, TX 78521
3.	Cesar Ruvalcaba	39046 L B J Blvd. Unit 02, Starbase, TX 78521

**ARTICLE VIII**

The Corporation is governed by Chapter 505 of the Act.

**ARTICLE IX**

The Corporation is organized for the purpose of undertaking such projects as may contribute to the welfare of residents economically by securing and retaining business enterprises and as a result maintaining a higher level of employment, economic activity, and stability, improving quality of life, job training, and economic growth of the City as outlined in Chapter 505 of the Act.

In fulfillment of its corporate purpose, the Corporation shall have the power to provide for financing to pay the costs of projects through issuance or execution of bonds, notes, and other forms of debt instruments, and to acquire, maintain, lease, and sell property, and interest therein, all to be done and accomplished on behalf of the City, for its benefit to accomplish its public and governmental purposes as its duly constituted authority and public instrumentality pursuant to the Act, and under and within the meaning of the Internal Revenue Code of 1986, as amended, and the applicable regulations of the United States prescribed and promulgated thereunder.

In fulfillment of its corporation purpose, the Corporation shall have and may exercise the powers described in this Certificate of Formation, together with all of the other powers granted to the Corporation that are incorporated under the Act and that are related to the Type "B" Corporation thereunder, and to the extent, not in conflict with the Act, all of the rights, powers, privileges, authorities, and functions given by the general laws of the State of Texas to non-profit corporations.

The Corporation is a corporation, having the purposes and powers permitted by the Act, pursuant to the authority granted in Article III, Section 52a of the Texas Constitution. The Corporation does not have, and shall not exercise, the powers of sovereignty of the City, including the power of tax (except for the power to receive and use any sales and use tax specified in the Act) and the police power, except that the Corporation shall have and may exercise the power of eminent domain when the exercise thereof is approved by the City Commission and is in compliance with the provisions of the Act.

No bonds, notes, or other debt instruments or other obligations, contracts, or agreements of the Corporation are or shall ever be deemed to be or constitute the contracts, agreements, bonds, notes or any other debt instrument or other obligations, or the lending of credit, or a grant of public money or things of value, belonging to the State of Texas, or the City, or any other political corporation, subdivision or agency of the State of Texas, or pledge the full faith and credit of any of them. Any and all such contract and agreement shall be payable solely and exclusively from the revenues and funds received by the Corporation from the sources authorized by Chapter 505 of the Act and such other sources as may otherwise be lawfully available and belonging to the Corporation from time to time.

Furthermore, the Corporation shall not undertake any of the following actions without the consent of the City Commission: (i) enter into any contract for the sale or lease

of any real or personal property; (ii) enter into any development or operating agreement; (iii) enter into any incentive agreement; (iv) issue any bonds or other debt instruments; (v) purchase any land; (vi) enter into any contract for the provision of architectural or engineering services; or (vi) make any capital improvement unless the plans and specifications have been approved by the City Commission.

The Corporation will comply with the provisions of both the Texas Open Meetings Act (Vernon's Texas Codes Annotated, Texas Government Code §§ 551.001 to 551.146) and the Texas Public Information Act (Vernon's Texas Codes Annotated, Texas Government Code §§ 552.001 to 552.353) in force in the State of Texas, as amended from time to time.

No dividends shall ever be paid by the Corporation and no part of its net earnings remaining after payment of its expenses and other obligations shall be distributed to or inure to the benefit of its directors, officers, or any individual, private firm, or private corporation or associations.

**ARTICLE X**

The initial mailing address for the Corporation is 39046 L B J Blvd. Unit 02, Starbase, TX 78521.

**ARTICLE XI**

On April 20, 2026, the City Commission of the City duly adopted Resolution No. 2026-12 approving the form of this Certificate of Formation and approving the creation of the Corporation to act on behalf of the City for the purposes stated therein and herein.

**ARTICLE XII**

If the Corporation ever should be dissolved, when it has, or is entitled to, any interest in any funds or property of any kind, real, personal or both, such funds or property rights thereto shall not be transferred to private ownership but shall be transferred and delivered to the City after satisfaction or provisions for satisfaction of debts and claims.

[Signature pages follow]

IN WITNESS WHEREOF, we have hereunto set our hands this \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
[NAME OF ORGANIZER]

\_\_\_\_\_  
[NAME OF ORGANIZER]

\_\_\_\_\_  
[NAME OF ORGANIZER]

[Continued on next page]

THE STATE OF TEXAS       §  
  §  
COUNTY OF CAMERON       §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Notary Public Signature

(PERSONALIZED SEAL)

THE STATE OF TEXAS       §  
  §  
COUNTY OF CAMERON       §

BEFORE ME, the undersigned authority, on this day personally appeared

\_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she/he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_

Notary Public Signature

(PERSONALIZED SEAL)

[Continued on next page]

THE STATE OF TEXAS       §  
  §  
COUNTY OF CAMERON     §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_

Notary Public Signature

(PERSONALIZED SEAL)

<sup>[1]</sup> So long as the City's population is less than 20,000, the Corporation directors must be residents of:

1. Starbase,
2. Cameron County, or
3. Within 10 miles of Starbase boundaries and in a county bordering Cameron County.

<sup>[2]</sup> City to please provide names and addresses of organizers. We expect the organizers will be residents of Starbase.

# S T A R B A S E

## CITY COMMISSION AGENDA MEMO

**TO:** Mayor and City Commission

**FROM:** City Administrator

**MEETING DATE:** April 20, 2026

**ITEM:** City Administrator Report

For this city administrator report we will review the following items:

- a. Financial statement report March 2026
- b. Building permit report for March 2026
- c. Mid-year Budget Update for Fiscal Year 2025-2026
- d. Update regarding police department
- e. GLO Update & Beach Maintenance update
- f. Elections update
- g. Update on Municipal Court

### Mid-Year Budget Update Fiscal Year 2025-2026

**Purpose** This memo provides a mid-year financial overview for Fiscal Year 2025-2026. While several new and unbudgeted expense areas have emerged, available surpluses, particularly in the Law Enforcement ILA Contract line item, are sufficient to absorb these costs without impacting overall budget balance. A formal budget amendment will be brought forward at an upcoming City Commission meeting.

#### Key Upcoming Financial Events

- Note repayment – June 2026: **\$1,528,000**
- Note repayment – September 2026: **\$1,026,000**

#### Fund Balance – Note Repayment:

- Fund balance post all monthly expenses

May-26	Jun-26	Jul-26	Aug-26	Sep-26
\$4,654,613.51	\$4,386,278.60	\$2,506,130.77	\$ 2,248,605.60	\$865,871.31
Note Repayment	<b>\$1,528,000.00</b>		Note Repayment	<b>\$1,026,000.00</b>

Mid-Year Budget Variances Three new major expense areas were not included in the original budget, and four areas require redistribution. Below is a summary of the most significant variances :

Category	Projected	Budgeted	Total
Legal Fees	\$561,842	\$276,000	<b>\$285,842</b>
Beach Maintenance	\$297,000	\$0	<b>\$297,000</b>
Library Services	\$160,000	\$0	<b>\$160,000</b>
EDC	\$120,000	\$0	<b>\$120,000</b>
Administrative Costs	\$327,585	\$370,500	<b>\$42,915</b>
Police Department	\$334,513	\$1,297,112	<b>\$962,599</b>
		<b>Total:</b>	<b>142,672</b>

**Summary** The significant surplus in the Police Department from the Law Enforcement ILA Contract line item more than offsets the new and unbudgeted expenses identified above. As a result, all current obligations can be covered within the existing FY 2025-2026 budget.

### Next Steps

- Comprehensive budget development for Fiscal Year 2026-2027 will begin in May.
- A formal budget amendment will be presented to the City Commission later this year.

Please let me know if you have any questions or would like to discuss any of these items in more detail.

### Update Regarding Police Department

- Hiring of the Police Chief remains one of our top priorities. We have three qualified candidates scheduled to visit Starbase for Stage 3 interviews.

- We anticipate that the hiring process may require a special City Commission meeting in early May.
- While the candidates are on site, we will host a “Meet the Residents” event followed by an executive session for the Commission to conduct interviews.
- In addition, we continue to make strong progress on police department setup. The RMS software has been selected, and we are working through the agreement. Police department construction is now complete, and outfitting of the facility will begin shortly. We are also making progress on police vehicles.
- We are moving forward with uniform demos prior to placing our final order.

I am confident we remain on track to meet our target of having the department fully ready for accreditation by June or early July.

## **GLO Update & Beach Maintenance Update**

There are two beach-related updates:

- **Erosion Mitigation Project:** The project we are working on with the GLO is progressing through the legal and financial review process. We expect to have a formal agreement ready for the Mayor to sign at the May City Commission meeting.
- **Beach Maintenance:**
  - **Beach Entrance Improvements** — As many of you are aware, the beach entrance currently has two main issues: soft sand at the entrance (where cars tend to get stuck) and parking on both sides of the road, which creates a narrow one-way lane. The combination often creates a dangerous situation that could lead to accidents. Our goal is to resolve the soft sand issue first so we can then address the parking configuration. We are working closely with the GLO, Cameron County, and Half engineers to develop a solution, and we expect to present it by the next City Commission meeting.
  - **Regular Beach Cleaning** — GLO, SpaceX, and the County are hosting a community beach cleaning day this Saturday, April 18. It has been inspiring to see the strong participation from RGV community members. We would like to build on this momentum by implementing bi-monthly cleaning sessions. Beach stakeholders, including Turtle Inc., the GLO, and the County, are involved in coordinating this effort.

## **Election Update**

Gretchen

## **Update on Municipal Court**

- We are still on the lookout for our Municipal Judge. As soon as the Chief is hired, I will turn more of my attention to this area. We will focus intently on both finding a judge and selecting the appropriate software.



**City of Starbase**

**Financial Statements**

March 31, 2026



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<b>FINANCIAL STATEMENTS:</b>	
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<b>REQUIRED SUPPLEMENTARY INFORMATION</b>	
Schedule of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual – General Fund....	4

**City of Starbase, Texas**  
**Balance Sheet – General Fund**

*March 31, 2026*

**Assets**

Cash and cash equivalents	\$ 5,281,006
Accounts receivable	1
Taxes receivable	5,590
Prepaid items	13,170

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Total assets	\$ 5,299,767
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**Liabilities, Deferred Inflows of Resources,  
and Fund Balances**

Liabilities

Accounts payable	\$ 10,230
Other liabilities	725

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Total liabilities	10,955
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Deferred inflows of resources

Unavailable revenue - property taxes	5,590
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Total deferred inflows of resources	5,590
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Fund balances

Nonspendable	
Prepaid items	13,170
Committed	50,000
Unassigned	5,220,052

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Total fund balances	5,283,222
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Total liabilities, deferred inflows of  
resources, and fund balances

\$ 5,299,767

*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 six months ended March 31, 2026*

<b>Revenues</b>	
Property taxes	\$ 4,274,734
Permits and Fees	68,518
Interest income	43,874
Miscellaneous revenue	306
<hr/>	
Total revenues	4,387,432
<b>Expenditures</b>	
Current	
General government	716,101
Public safety	62,888
<hr/>	
Total expenditures	778,989
Excess (deficiency) of revenues over (under) expenditures	3,608,443
<hr/>	
Net change in fund balances	3,608,443
Fund balances, beginning of year	1,674,779
<hr/>	
Fund balances, end of year	\$ 5,283,222
<hr/>	

*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 six months ended March 31, 2026</i>	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
<b>Revenues</b>				
Property taxes	\$ 4,279,661	\$ 4,279,661	\$ 4,274,734	\$ (4,927)
Permits and fees	158,000	158,000	68,518	(89,482)
Interest income	12,000	12,000	43,874	31,874
Miscellaneous revenue	15,000	15,000	306	(14,694)
<b>Total revenues</b>	<b>4,464,661</b>	<b>4,464,661</b>	<b>4,387,432</b>	<b>(77,229)</b>
<b>Expenditures</b>				
Current				
General government	1,433,446	1,433,446	716,101	717,345
Public safety	1,415,506	1,415,506	62,888	1,352,618
Debt service				
Principal	2,548,000	2,548,000	-	2,548,000
<b>Total expenditures</b>	<b>5,396,952</b>	<b>5,396,952</b>	<b>778,989</b>	<b>4,617,963</b>
Excess of revenues over expenditures	(932,291)	(932,291)	3,608,443	4,540,734
<b>Other Financing Sources</b>				
Proceeds from issuance of debt	1,000,000	1,000,000	-	1,000,000
Net change in fund balance	67,709	67,709	3,608,443	5,540,734
Fund balance, beginning of the year	-	-	1,674,779	(1,674,779)
Fund balance, end of year	\$ 67,709	\$ 67,709	\$ 5,283,222	\$ 3,865,955

*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 March 31, 2026**

<i>For the six months ended March 31, 2026</i>	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
<b>Revenues</b>				
Property taxes	\$ 4,279,661	\$ 4,279,661	\$ 4,274,724	\$ (4,937)
Penalties and Interest	-	-	10	10
Permits and fees				
New home permits	40,000	40,000	14,660	(25,340)
Commercial/Multifamily	100,000	100,000	36,587	(63,413)
Other - subdivision/plats/re-plats	10,000	10,000	17,271	7,271
Remodel/addition permits	4,000	4,000	-	(4,000)
Other permits	4,000	4,000	-	(4,000)
Interest income	12,000	12,000	43,874	31,874
Miscellaneous revenue				
Other revenue	10,000	10,000	306	(9,694)
Municipal court revenue	5,000	5,000	-	(5,000)
<b>Total revenues</b>	<b>4,464,661</b>	<b>4,464,661</b>	<b>4,387,432</b>	<b>(77,229)</b>
<b>Expenditures</b>				
General government				
Bank fees and charges	5,000	5,000	10	4,990
Office supplies	5,000	5,000	1,758	3,242
Office equipment	2,000	2,000	3,129	(1,129)
City meeting place and office lease	1,200	1,200	-	1,200
Postage and shipping	2,500	2,500	76	2,424
Printing and reproduction	5,000	5,000	1,197	3,803
City administration software	20,533	20,533	-	20,533
Branding and ad budget	24,000	24,000	9,250	14,750
Tec-refresh	177,000	177,000	56,908	120,092
Audit expense	60,000	60,000	56,581	3,419
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	30,967	89,033
Code compliance	4,000	4,000	-	4,000
Contract services engineering	200,000	200,000	105,963	94,037
Contract services city clerk	175,500	175,500	113,213	62,287
Contract services city administrator	195,000	195,000	61,188	133,812
Contract services city attorney	276,000	276,000	158,859	117,141
Contract services	-	-	-	-
Dues and memberships	4,000	4,000	1,448	2,552

**City of Starbase, Texas**  
**General Fund Budget and Actual - Detailed**  
**For the Month Ended March 31, 2026**  
**(continued)**

<i>For the six months ended March 31, 2026</i>	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
Election expenses	15,000	15,000	-	15,000
Meeting expenses	1,000	1,000	193	807
Public notices	10,000	10,000	3,108	6,892
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	12,807	1,193
Community relations	2,000	2,000	-	2,000
Other operating expenses	25,000	25,000	42,734	(17,734)
Mosquito testing services	20,000	20,000	-	20,000
Tax appraisal services	22,713	22,713	33,337	(10,624)
Liability insurance	20,000	20,000	19,600	400
Telephone and internet	3,000	3,000	3,775	(775)
<b>Public safety</b>				
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	2,888	1,297,112
Jail costs	7,506	7,506	-	7,506
Volunteer fire department expenses	60,000	60,000	60,000	-
<b>Debt service</b>				
Principal	2,548,000	2,548,000	-	2,548,000
<b>Total expenditures</b>	<b>5,396,952</b>	<b>5,396,952</b>	<b>778,989</b>	<b>4,617,963</b>
Excess of revenues over expenditures	(932,291)	(932,291)	3,608,443	4,540,734
<b>Other Financing Sources</b>				
Proceeds from issuance of debt	1,000,000	1,000,000	-	1,000,000
<b>Total other financing sources</b>	<b>1,000,000</b>	<b>1,000,000</b>	<b>-</b>	<b>1,000,000</b>
Net change in fund balance	67,709	67,709	3,608,443	5,540,734
Fund balance, beginning of the year	-	-	1,674,779	(1,674,779)
<b>Fund balance, end of year</b>	<b>\$ 67,709</b>	<b>\$ 67,709</b>	<b>\$ 5,283,222</b>	<b>\$ 3,865,955</b>



# The City of Starbase Activity Report March 2026

### Residential

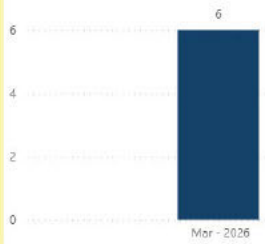
**6**  
Permit Issued

**163**  
Inspection Completed

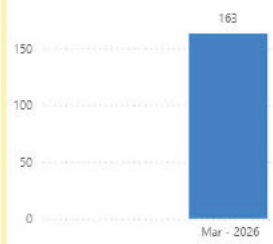
**134**  
Inspection Passed

**82.21%**  
Inspections Passed %

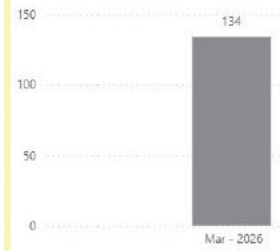
#### Permits Issued



#### Inspections Completed



#### Inspections Passed



### Commercial

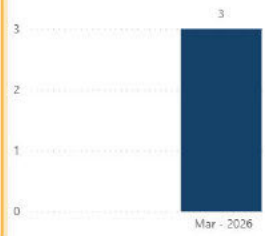
**3**  
Permit Issued

**58**  
Inspection Completed

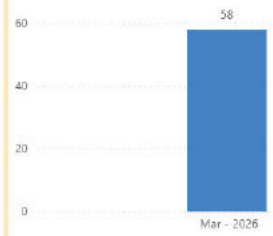
**44**  
Inspection Passed

**75.86%**  
Inspections Passed %

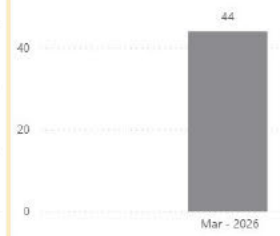
#### Permits Issued



#### Inspections Completed



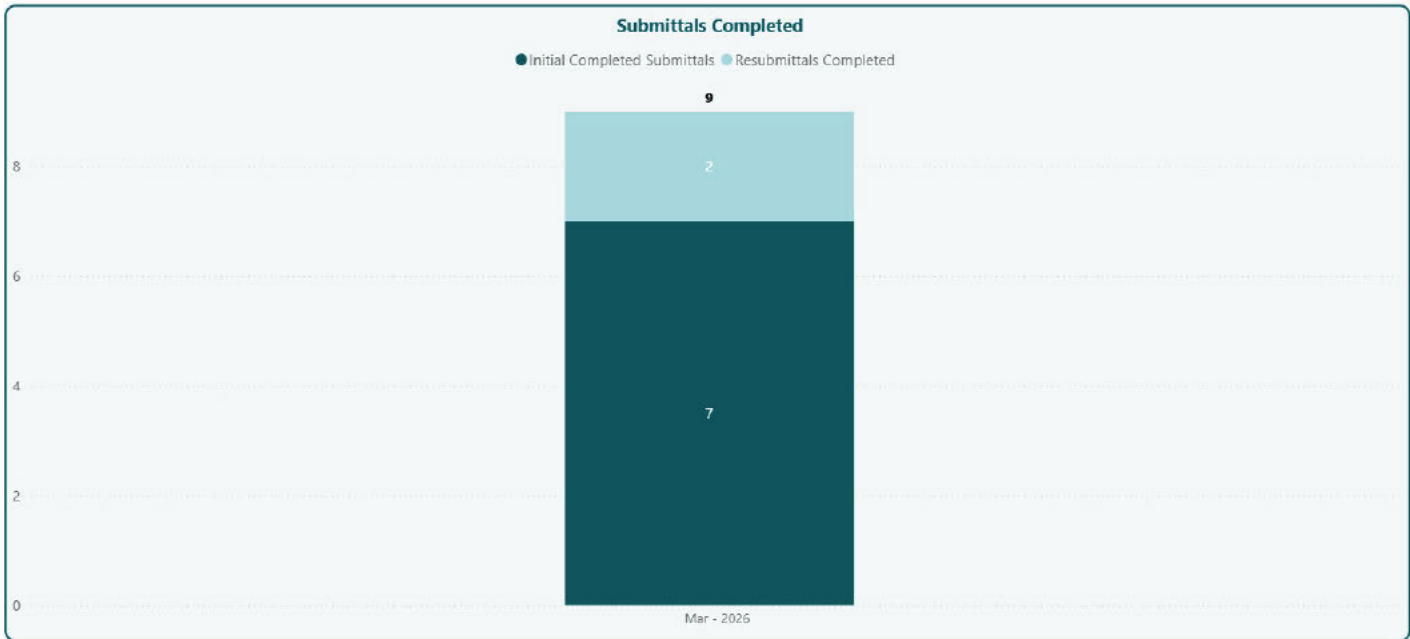
#### Inspections Passed





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## The City of Starbase Submittals Completed March 2026



# S T A R B A S E

## CITY COMMISSION AGENDA MEMO

**TO:** Mayor and City Commission

**FROM:** City Clerk

**MEETING DATE:** April 20, 2026

**ITEM:** City Administrator Report – Election Update

### Election Update

**Purpose** This memo provides a brief update on the status of our city elections following the approval of Ordinance No. 2026-12 cancelling the May 2, 2026 General Election. It also addresses a county request to use city space for upcoming county elections

**Summary** The elections were previously cancelled, so there will be no election on May 2, 2026, however there will still be a canvassing of results in May sometime between the 5<sup>th</sup> and 13<sup>th</sup>. At this time, a quorum of the city commission must be present for the swearing in of Commission Members. At this time, we will issue Certificates of Election, and complete both the statement of officer for each member as well as the Oath of Office. At that time, you may all assume your duties.

The Cameron County elections department came out to walk through one of the buildings for the previous Ad Astra school. The building was approved to be used by the county as well as the city for county elections at the end of May (18-22)

### Next Steps

- Hold an open meeting between May 5-13
- Mayor signs the Certificate of Election for both Commissioners
- Both commissioners sign the Certificate of Election for the Mayor
- Everyone signs the Statement of Officer
- Swearing in for the Oath of Office (Full Quorum is required)

Please let me know if you have any questions or would like to discuss any of these items in more detail.