



## City of Starbase

### Notice of City Commission Meeting

39046 L B J Boulevard

Brownsville, TX 78521

Friday, May 30, 2025

9:00 AM

*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.*

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#### Public Comment Policy:

*Pursuant to Texas Government Code 551.007, citizens wishing to address the Commission may do so during the listed public comment sessions. A person who addresses the Commission, including during a public hearing, must limit his/her remarks to the agenda items only. Citizens wishing to address the Commission on items requiring a public hearing, shall address the Commission during the public hearing. The public comment sessions are reserved for items on the agenda that do not have a public hearing.*

*Citizens wishing to speak during Public Comment or Public Hearing must first complete a speaker card and submit it to the City Clerk fifteen minutes before the beginning of the meeting. Once recognized by the Mayor, please step forward to the speaker's podium, state your name and address and speak directly into the microphone. No discussion or action may be taken by the Commission at this meeting on any item not listed on the agenda, other than to make statements of factual information or recite existing policy in response to a citizen's inquiry.*

#### *Time limits:*

- *Public comment period: citizen comments are limited to two (2) minutes per individual per public comment period.*
  - *Public hearing: citizen comments are limited to three (3) minutes per individual per public hearing.*
  - *Mayor's discretion: if ten (10) or more speakers sign up to speak per public hearing, the Mayor may reduce the time allotted to each speaker to no less than one minute per speaker.*
  - *Translator: members of the public requiring the use of a translator shall be given twice the amount of time to speak than speakers who do not require the assistance of a translator.*
  - *Time limits do not apply to the Commission, city staff, or guests invited by the Commission to provide input on an agenda item.*
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**City of Starbase**  
**City Commission Meeting Agenda**  
**Friday, May 30, 2025**  
**9:00 AM**

**A. Call to Order and Quorum Determination**

**B. Pledge of Allegiance**

**C. Public Comment on Items Listed in Section (D)** - comments limited to two minutes per individual, as set forth above.

**D. Regular Session**

1. Discussion and action on an ordinance adopting extended hours for the sale of mixed beverages and the sale and delivery of malt beverages and wine for TABC licensees or permittees holding a retailer late hours certificate.
2. Discussion and action on an ordinance adopting the Texas Food Establishment Rules for the regulation of food service establishments, retail food stores, temporary food establishments, mobile food units, roadside food vendors, and farmers' markets.
3. Discussion and action on an ordinance establishing the city's fiscal year as October 1 to September 30.
4. Discussion and action on a resolution creating the Mayor Pro Tem position.
5. Discussion and action to appoint a Mayor Pro Tem.
6. Discussion and action on an ordinance establishing a comprehensive emergency management program for the city.
7. Discussion and action on a resolution establishing a National Incident Management System incident command system as the city's standard command and control system during emergency operations.

**E. Public Comment on Items Listed in Section (F)** - comments limited to two minutes per individual, as set forth above.

**F. Regular Session**

1. Discussion and action on an ordinance adopting the municipal boundary survey, direct the City Clerk to enter the survey field notes into the city's minutes and in the Cameron County deed records, and adopt the official City of Starbase map.
2. Discussion and action on a resolution adopting a city holiday schedule for the period of June 1, 2025, to June 1, 2026.
3. Discussion and action on a resolution setting a regular City Commission meeting date, time and location.

4. Discussion and action on an interlocal agreement with the Cameron County Emergency Communication District regarding the provision of 911 addresses for the city.
5. Discussion and action on an ordinance establishing a records retention policy, appointing a records management officer, and adopting a records management plan.
6. Discussion and action on a resolution authorizing participation in The Local Government Purchasing Cooperative and authorizing the City Administrator to execute the Interlocal Participation Agreement.
7. Discussion and action on the Road Maintenance and Development Agreement with Space Exploration Technologies, Corp. for the improvement, maintenance, repair, construction, and development of certain public roadways or rights-of-way within the city limits.
8. Discussion and action on an ordinance adopting nuisance standards to govern general standards of property maintenance and procedures for the remediation of such nuisances within the city.

**G. Public Comment on Items Listed in Section (H), (I), (J) and (K)** - comments limited to two minutes per individual, as set forth above.

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

1. **Section 551.071(2):** Consultation with attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551, regarding:
  - a. The roles and duties of municipal bond counsel, municipal accounting services, and municipal finance advisory services.

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

**J. Regular Session**

1. Discussion and action on an agreement with McCall Parkhurst & Horton to provide municipal bond counsel services.
2. Receive a presentation, discuss and act on an agreement with Hilltop Securities, Inc. to provide municipal finance advisory services.
3. Discussion and action to acknowledge Municipal Securities Rulemaking Board Rule G-42 disclosures from the financial advisor.
4. Discussion and action on a resolution approving a Plan of Finance in connection with the issuance of Tax Revenue Anticipation Note, Taxable Series 2025A.

5. Discussion and action on an agreement with Carr, Riggs & Ingram, LLC to provide municipal accounting services.

**K. City Commission/City Administrator Comments on Items of Community Interest and Future Agenda Items**

*The purpose of this section is to allow each Commission Member and the City Administrator the opportunity to provide general updates on items of community interest to other Commission Members, the public, and/or staff. Comments on items not appearing on the agenda are limited by Texas Government Code Section 551.0415, which allows: (1) expressions 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.*

*For future agenda items, any Commission Member may direct that an item be added to any future agenda. However, no deliberation may take place on an item not listed on the meeting agenda.*

**L. Adjourn**

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

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

I, City Clerk Caroline Cole, certify that this notice of meeting and agenda of items was posted in accordance with Chapter 551, Texas Government Code, at least 72 hours prior to the commencement of the meeting and shall remain posted until the meeting is adjourned.

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Caroline Cole, City Clerk

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

# **S T A R B A S E**

## **CITY COMMISSION AGENDA MEMO**

**TO: Mayor and City Commission**

**FROM: City Administrator**

**ITEM: Extended Hours for Sale of Mixed Beverages and Delivery of Malt Beverages and Wine**

### **SUMMARY**

The Texas Alcoholic Beverage Code allows cities to extend the hours of the sale of mixed beverages from midnight to 2:00 a.m. This Code also allows cities to extend the hours of the sale and delivery of malt beverages and wine from midnight until 2:00 a.m.

### **BACKGROUND**

Many Texas cities have adopted ordinances extending the hours of the sale of mixed beverages and both the sale and delivery of malt beverages and wine, and have not experienced significant issues or problems with the extended hours. The business must hold a permit or license for the sale or offer of sale as well as a retailer late hours certificate.

### **STAFF RECOMMENDATIONS**

It is recommended that the City Commission approve the attached ordinance.

Suggested Motion: "I move to approve the ordinance adopting extending hours for the sale of mixed beverages and the sale and delivery of malt beverages and wine for TABC licensees and permittees."

### **ATTACHMENTS**

Ordinance Extending Hours for Sale of Mixed Beverages and the Sale and Delivery of Malt Beverages and Wine

**CITY OF STARBASE, TEXAS**  
**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF STARBASE, TEXAS, ADOPTING EXTENDED HOURS FOR THE SALE OF MIXED BEVERAGES AND THE SALE AND DELIVERY OF MALT BEVERAGES AND WINE FOR TABC LICENSEES OR PERMITTEES HOLDING A RETAILER LATE HOURS CERTIFICATE; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR A PENALTY NOT TO EXCEED \$500 FOR ALL VIOLATIONS OF THIS ORDINANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; PROVIDING FOR ENGROSSMENT AND ENROLLMENT OF THIS ORDINANCE; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.**

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

**WHEREAS**, Section 105.03 of the Texas Alcoholic Beverage Code allows the City Commission by ordinance to adopt extended hours for the sale and the offer to sell mixed beverages by a holder of a mixed beverage permit who holds a retailer late hours certificate; and

**WHEREAS**, Section 105.05 of the Texas Alcoholic Beverage Code allows the City Commission by ordinance to adopt extended hours for the sale, offer to sell, and delivery of malt beverages by a holder of a retail dealer’s on-premise license who holds a retailer late hours certificate; and

**WHEREAS**, after due deliberation and consideration, the City Commission has determined that this Ordinance should be adopted, and that such Ordinance is in the best interest of the public health, safety, and welfare of the citizens of the City.

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

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

**SECTION 2. Extended Hours Adopted – Mixed Beverages.** The holder of a mixed beverage permit who holds a retailer late hours certificate issued by the State of Texas may sell and offer for sale mixed beverages between the hours of midnight and 2:00 a.m. on any day in accordance with the Texas Alcoholic Beverage Code, as amended.

**SECTION 3. Extended Hours Adopted – Malt Beverages and Wine.** The holder of a retail dealer’s on-premise license who holds a retailer late hours certificate issued by the State of Texas may also sell, offer for sale, and deliver malt beverages and wine between midnight and 2 a.m. on any day in accordance with the Texas Alcoholic Beverage Code, as amended.

**SECTION 4. Definitions, Interpretation and Conflict.** The terms used in sections 2 and 3 of this Ordinance shall have the same definition and meaning as used in the Texas Alcoholic Beverage Code. Nothing in this Ordinance shall be interpreted to be more strict or more permissive than the Texas Alcoholic Beverage Code. In the event of a conflict between this Ordinance and the Texas Alcoholic Beverage Code, the Texas Alcoholic Beverage Code shall apply.

**SECTION 5. 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 \$500 for all 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 6. Severability.** It is hereby declared to be the intention of the City Commission that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this code shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Commission without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

**SECTION 7. Repeater.** This Ordinance shall be cumulative of all provisions of all ordinances of the City of Starbase, affecting alcoholic beverages, 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 8. 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 9. Publication.** The City Clerk is hereby directed to publish the caption, penalty clause, and effective date of this Ordinance as provided by law.

**SECTION 10. 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 30th day of May, 2025.

CITY OF STARBASE, TEXAS

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Bobby Peden, Mayor

ATTEST:

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Caroline Cole, City Clerk

APPROVED AS TO FORM:

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W.m. Andrew Messer, City Attorney

# **S T A R B A S E**

## **CITY COMMISSION AGENDA MEMO**

**TO: Mayor and City Commission**

**FROM: City Administrator**

**ITEM: Food Establishment Rules**

### **SUMMARY**

The City of Starbase is authorized to adopt food establishment rules to ensure that all establishments serving food to the public meet certain health and sanitary requirements.

### **BACKGROUND**

Cameron County Health Department has previously regulated and inspected food establishments in the Starbase area. With incorporation, the City now has the opportunity to adopt its own food establishment requirements that follow State regulations. The ordinance applies to all establishments serving food to the public including restaurants, food trucks, farmer's markets, roadside vendors, and school cafeterias. Upon adoption of the ordinance a certified health inspector provided by SAFEbuilt will conduct annual inspections of establishments and will inspect new and remodeled establishments prior to their opening.

### **STAFF RECOMMENDATIONS**

It is recommended that the City establish its own food establishment regulations.

Suggested Motion: "I move to approve the ordinance adopting the Texas food establishment rules regulating food establishments."

### **ATTACHMENTS**

Ordinance Adopting the Texas Food Establishment Rules

**CITY OF STARBASE, TEXAS**  
**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF STARBASE, TEXAS, ADOPTING  
THE TEXAS FOOD ESTABLISHMENT RULES REGULATING FOOD  
SERVICE ESTABLISHMENTS, RETAIL FOOD STORES, TEMPORARY  
FOOD ESTABLISHMENTS, MOBILE FOOD UNITS, ROADSIDE FOOD  
VENDORS, AND FARMERS' MARKETS; PROVIDING FOR  
INCORPORATION OF PREMISES; PROVIDING FOR A PENALTY NOT  
TO EXCEED \$500 FOR ALL VIOLATIONS OF THIS ORDINANCE;  
PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER;  
PROVIDING FOR ENGROSSMENT AND ENROLLMENT OF THIS  
ORDINANCE; AND PROVIDING FOR PUBLICATION AND AN  
EFFECTIVE DATE.**

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

**WHEREAS**, between 501 to 4,999 inhabitants reside in the City, enabling the City to exercise Type A general law municipal powers in accordance with Texas Local Government Code section 51.051(a); and

**WHEREAS**, the City Commission desires to adopt the Texas Food Establishment Rules to regulate food service establishments, retail food stores, temporary food establishments, mobile food units, roadside food vendors, and farmers' markets within the City; and

**WHEREAS**, the City Commission is authorized to regulate food establishments and farmers' markets in accordance with the Texas Constitution, the Texas Health and Safety Code, the Texas Administrative Code, and Texas Local Government Code; and

**WHEREAS**, after due deliberation and consideration, the City Commission has determined that this Ordinance should be adopted, and that such Ordinance is in the best interest of the public health, safety, and welfare of the citizens of the City.

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

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

**SECTION 2. Adoption of Texas Food Establishment Rules.**

- A. The City of Starbase adopts by reference the provisions of the current rules or rules as amended by The Executive Commissioner of the Health and Human Services Commission found in 25 Texas Administrative Code, Chapter 228, and Chapter 229, Subchapter FF, regarding the regulation of food establishments and farmers' markets in the City.

B. Definitions.

- i. "City" means the City of Starbase, Texas, along with its officials, employees, contractors and other authorized city representatives or agents. "City" also means the regulatory authority as set forth in the state rules.
- ii. "Farmers' market" means a designated location used for a recurring event at which a majority of the vendors are farmers or other food producers who sell food directly to consumers. The term "farmers' market" includes the vendors selling food at the farmers' market.
- iii. "Food establishment" means a food service establishment, a retail food store, a temporary food establishment, a mobile food unit, and/or a roadside food vendor.
- iv. "Public property" means any property open or devoted to public use or owned by the City, Cameron County or State of Texas, including but not limited to, sidewalks, streets, rights-of-ways, parks and municipal buildings.
- v. "Public rights-of-way" means the surface, the air space above the surface, and the area below the surface of any public street, highway, lane, path, alley, sidewalk, boulevard, drive, bridge, tunnel, parkway, waterway, easement, or similar property in which the City, Cameron County or the State of Texas now or thereafter holds any property interest, which, consistent with the purposes for which it was dedicated, may be used for the purpose of installing and maintaining a person's facilities.
- vi. "State rules" means the regulations set forth in 25 Texas Administrative Code, Chapter 228, and Chapter 229, Subchapter FF, as amended. These rules are also known as the Texas Food Establishment Rules.

**SECTION 3. Permits and Exemptions.**

- A. A person may not operate a food establishment or farmers' market within City limits without a permit issued by the City. Permits are not transferable from one person to another or from one location to another location, except as otherwise permitted by this Ordinance. A valid permit must be posted in or on every food establishment or farmers' market regulated by this Ordinance. All food establishments are subject to the City's zoning requirements and all other applicable City ordinances.
- B. A food establishment or farmers' market operated solely by a nonprofit organization is exempt from the permitting requirements of this Ordinance but is not exempt from compliance with state rules. The City may require any information necessary to determine whether an organization is a nonprofit for purposes of this exemption.
- C. Single event permits for temporary food establishments are valid for one individual food booth or unit at one specific event, and are valid for fourteen consecutive days from the initial permit effective date. Multiple event permits for temporary food establishments are valid for one individual food booth or unit at multiple events and are renewable on an annual basis. Permits are required for each individual food booth or unit.

#### **SECTION 4. Application for Permit and Fees.**

- A. Any person desiring to operate a food establishment or farmers' market must make a written application for a permit on forms provided by the City. The application must contain the completed application form, the applicable fee, copies of all food manager certifications, proposed food menu, copy of TABC license (if applicable), Texas sales and tax permit, written authorization as required by section 4(B) below (mobile food units and temporary food establishments only), and any other information or document requested by the City to ensure compliance with state rules and this Ordinance. An incomplete application will not be accepted. Failure to provide all required information, or falsifying information required may result in denial or revocation of the permit. Renewals of permits are required on an annual basis and the same information is required for a renewal permit as for an initial permit.
- B. All mobile food units and temporary food establishments must have written authorization from the owner or person in control of each premises from which the mobile food unit or temporary food establishment will sell or serve food. The authorization must include the specific dates and times during which the mobile food unit or temporary food establishment is authorized to be present on the premises. A current copy of each written authorization must be submitted with the permit application and maintained on file with the City. The mobile food unit or temporary food establishment shall also keep a current copy of the written authorization(s) in its files for review by inspectors. Operation of a mobile food unit or temporary food establishment outside of the specific dates and times set forth in the written authorization shall be a violation of this Ordinance. As part of the permitting process, the City may also place additional date, time and location restrictions on a mobile food unit or temporary food establishment. Mobile food units and temporary food establishments may not sell or serve food, or otherwise operate on public property or public rights-of-way.
- C. Prior to the approval of an initial permit or the renewal of an existing permit, the City shall inspect the proposed food establishment or farmers' market to determine compliance with state rules and other applicable laws. A food establishment or farmers' market that does not comply with state rules and other applicable laws will be denied a permit or the renewal of a permit.
- D. The City's comprehensive fee schedule sets forth the fees applicable to permits issued under this ordinance.

#### **SECTION 5. Review of Plans.**

- A. Whenever a food establishment or farmers' market is constructed or extensively remodeled and whenever an existing structure is converted to use as a food establishment or farmers' market, properly prepared plans and specifications for such construction, remodeling or conversion shall be submitted to the City for review before work is begun. Extensive remodeling means that 20% or greater of the area of the food establishment or farmers' market is to be remodeled. The plans and specifications shall indicate the proposed layout,

equipment arrangement, mechanical plans and construction of materials of work areas, and the type and model of proposed fixed equipment and facilities. The plans and specifications will be approved by the City if they meet the requirements of the rules adopted by this Ordinance. The approved plans and specifications must be followed in construction, remodeling or conversion.

- B. Failure to follow the approved plans and specifications will result in a permit denial, suspension, or revocation.

## **SECTION 6. Suspension of Permit.**

- A. The City may, without warning, notice, or hearing, suspend any permit to operate a food establishment or farmers' market if the operation of the food establishment or farmers' market constitutes an imminent hazard to public health. Suspension is effective upon service of the notice required by Section (6)(B) of this Ordinance. When a permit is suspended, food operations shall immediately cease. Whenever a permit is suspended, the holder of the permit shall be afforded an opportunity for a hearing within 20 days of receipt of a request for a hearing.
- B. Whenever a permit is suspended, the holder of the permit or the person in charge shall be notified in writing that the permit is, upon service of the notice, immediately suspended and that an opportunity for a hearing will be provided if a written request for a hearing is filed with the City by the holder of the permit within ten days. If no written request for hearing is filed within ten days, the suspension is sustained. The City may end the suspension at any time if reasons for suspension no longer exist.

## **SECTION 7. Revocation of Permit.**

- A. The City may, after providing an opportunity for a hearing, revoke a permit for serious or repeated violations of any of the requirements of these rules or for interference with the City in the performance of its duties. Prior to revocation, the City shall notify the holder of the permit or the person in charge, in writing, of the reason for which the permit is subject to revocation and that the permit shall be revoked at the end of the ten days following service of such notice unless a written request for a hearing is filed with the City by the holder of the permit within such ten day period.
- B. If no request for hearing is filed within the ten-day period, the revocation of the permit becomes final.

## **SECTION 8. Administrative Process.**

- A. A notice as required in these rules is properly served when it is delivered to the holder of the permit or the person in charge, or when it is sent by registered or certified mail, return receipt requested, to the last known address of the holder of the permit. A copy of the notice shall be filed in the records of the City.

B. The hearings provided for in these rules shall be conducted by the City at a time and place designated by it. Based upon the recorded evidence of such hearing, the City shall make final findings, and shall sustain, modify or rescind any notice or order considered in the hearing. A written report of the hearing decision shall be furnished to the holder of the permit by the City.

**SECTION 9. Enforcement.** This Ordinance shall be enforced by the City or its authorized designee.

**SECTION 10. Definitions, Interpretation and Conflict.** Unless otherwise defined herein, the terms used in this Ordinance shall have the same definition and meaning as used in Chapters 437 and 438 of the Texas Health and Safety Code, and 25 Texas Administrative Code, Chapter 228, and Chapter 229, Subchapter FF, as amended. In the event of a conflict between this Ordinance and the aforementioned state law, this Ordinance shall control.

**SECTION 11. 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 \$500 for all 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. The City may seek to enjoin violations of these rules.

**SECTION 12. Severability.** It is hereby declared to be the intention of the City Commission that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this code shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Commission without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

**SECTION 13. Repealer.** This Ordinance shall be cumulative of all provisions of all ordinances of the City of Starbase affecting food establishments, 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 14. Engrossment/Enrollment.** The City Secretary 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 15. Publication.** The City Secretary is hereby directed to publish the caption, penalty clause, and effective date of this Ordinance required by Texas Local Government Code section 52.011 and as otherwise provided by law.

**SECTION 16. 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 30<sup>th</sup> day of May 2025.

CITY OF STARBASE

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Bobby Peden, Mayor

ATTEST:

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Caroline Cole, City Secretary

APPROVED AS TO FORM:

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Wm. Andrew Messer, City Attorney

# **S T A R B A S E**

## **CITY COMMISSION AGENDA MEMO**

**TO: Mayor and City Commission**

**FROM: City Administrator**

**ITEM: Adoption of City Fiscal & Budget Year**

### **SUMMARY**

The City is authorized by the Texas Local Government Code to approve the period of the City's fiscal and budget year.

### **BACKGROUND**

Most municipalities approve October 1-September 30 as the fiscal and budget year. If approved by the City Commission, Starbase would have a "bridge" fiscal year covering the period from the date of incorporation until September 30, 2025. The first full fiscal and budget year would take place from October 1, 2025, to September 30, 2026. The City would begin to work on the budget for the full fiscal year in August, and the Commission approves the budget and the property tax rate in September.

### **STAFF RECOMMENDATIONS**

It is recommended that the Commission approve October 1 to September 30 as the City of Starbase fiscal and budget year.

Suggested Motion: "I move to approve the ordinance adopting October 1 to September 30 as the fiscal and budget year for the City."

### **ATTACHMENTS**

Ordinance Adopting Fiscal and Budget Year for City of Starbase

**CITY OF STARBASE, TEXAS**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF STARBASE, TEXAS, ADOPTING THE PERIOD OF OCTOBER 1 TO SEPTEMBER 30 AS THE FISCAL YEAR AND BUDGET YEAR FOR THE CITY; PROVIDING FOR SEVERABILITY AND REPEALER; PROVIDING FOR ENGROSSMENT AND ENROLLMENT OF THIS ORDINANCE; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.**

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

**WHEREAS**, as set out in the Texas Local Government Code Section 101.042 the City Commission is authorized to prescribe the fiscal year of the city government; and

**WHEREAS**, has determined the fiscal year and budget year shall begin on October 1 and end on September 30; and

**WHEREAS**, after due deliberation and consideration, the City Commission has determined that this Ordinance should be adopted, and that such Ordinance is in the best interest of the public health, safety, and welfare of the citizens of the City.

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

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

**SECTION 2. Fiscal Year and Budget Year Adopted.** In accordance with the Texas Local Government Code Section 101.042, the City Commission declares the fiscal year of the city government of the City of Starbase shall begin on October 1 and end on September 30. The fiscal year shall also constitute the budget year of the City.

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

**SECTION 4. Repeater.** This Ordinance shall be cumulative of all provisions of all ordinances of the City of Starbase, affecting budget and fiscal years, 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. 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 30<sup>th</sup> day of May 2025.

CITY OF STARBASE, TEXAS

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Bobby Peden, Mayor

ATTEST:

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Caroline Cole, City Clerk

APPROVED AS TO FORM:

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Wm. Andrew Messer, City Attorney

# **S T A R B A S E**

## **CITY COMMISSION AGENDA MEMO**

**TO: Mayor and City Commission**

**FROM: City Administrator**

**ITEM: Appointment of a Commission Member to Serve as Mayor Pro Tem**

### **SUMMARY**

A Commission member must be selected to serve as Mayor Pro Tem to fulfill the mayoral duties in the absence of the Mayor.

### **BACKGROUND**

Should the Mayor be unavailable or unable to perform the duties of the Mayor of Starbase, the Mayor Pro Tem chosen by the Commission shall serve in this role until the Mayor becomes available.

### **STAFF RECOMMENDATIONS**

It is recommended that the Commission choose and designate one of the members as Mayor Pro Tem.

Suggested Motion: "I move to approve a resolution appointing Commissioner \_\_\_\_\_ as the Mayor Pro Tem."

### **ATTACHMENTS**

Resolution Appointing a Member of the City Commission to Serve as Mayor Pro Tem

**CITY OF STARBASE, TEXAS**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STARBASE, TEXAS APPOINTING A MEMBER OF THE CITY COMMISSION TO SERVE AS MAYOR PRO TEMPORE AND DESIGNATION OF EMERGENCY INTERIM SUCCESSOR; PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the City Commission seeks elect a member of the Commission to serve as Mayor Pro Tempore (“Mayor Pro Tem”) for a term of one year or until another is appointed; and

**WHEREAS**, if the Mayor fails, is unable, or refuses to act, the Mayor Pro Tem shall perform the Mayor’s duties and is entitled to receive any fees and compensation; and

**WHEREAS**, the City Commission may enact a resolution providing for designation of emergency interim successors to local officers and the City Commission seeks to designate the Mayor Pro Tem as emergency interim successor as defined in Texas Government Code § 616.021 et seq if the Mayor fails, is unable, or refuses to act.

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

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

**SECTION 2.** The City Commission hereby appoints \_\_\_\_\_ to serve as Mayor Pro Tem for a term of one year or until another is appointed, and in the event that the Mayor fails, is unable, or refuses to act, the Mayor Pro Tem shall perform the Mayor’s duties and is entitled to receive any fees and compensation prescribed for the Mayor.

**SECTION 3.** The Mayor Pro Tem is the designated emergency interim successor as defined in Texas Government Code § 616.021 et set, if the Mayor fails, is unable, or refuses to act.

**SECTION 4.** This Resolution shall take effect immediately upon passage.

*Remainder of page intentionally left blank.*

**PASSED AND APPROVED** this 30th day of May 2025.

CITY OF STARBASE, TEXAS

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Bobby Peden, Mayor

ATTEST:

---

Caroline Cole, City Clerk

APPROVED AS TO FORM:

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Wm. Andrew Messer, City Attorney

# **S T A R B A S E**

## **CITY COMMISSION AGENDA MEMO**

**TO: Mayor and City Commission**

**FROM: City Administrator**

**ITEM: Establishing Comprehensive Emergency Management Program & Authorize Appointment of an Emergency Management Coordinator**

### **SUMMARY**

The adoption of a comprehensive Emergency Management Program will help protect the health, safety of both resident the residents of Starbase and visitors in the event of an emergency or disaster situation.

### **BACKGROUND**

The emergency management program enables the City to coordinate with the resources of the State of Texas and Cameron County in an emergency. The program prescribes the Mayor will serve as the Director of Emergency Management and he will appoint an Emergency Management Coordinator; duties of the Director and Coordinator are set out in the details of the program. The program authorizes the City to enter mutual aid agreements with other governmental entities, and provides a criminal penalty as authorized by Texas Government Code Chapter 418.

### **STAFF RECOMMENDATIONS**

It is recommended that the City Commission approve the ordinance establishing a comprehensive emergency management program.

Suggested Motion: "I move to approve the ordinance establishing a comprehensive emergency management program, authorizing the appointment of an Emergency Management Coordinator and Director and authorizing mutual aid agreements between the City of Starbase and other governmental entities."

### **ATTACHMENTS**

Ordinance Establishing an Emergency Management Program

**CITY OF STARBASE, TEXAS**  
**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF STARBASE, TEXAS,  
ESTABLISHING A COMPREHENSIVE EMERGENCY MANAGEMENT  
PROGRAM; AUTHORIZING THE APPOINTMENT OF AN  
EMERGENCY MANAGEMENT COORDINATOR; PROVIDING FOR  
THE DUTIES AND RESPONSIBILITIES OF THE EMERGENCY  
MANAGEMENT DIRECTOR AND COORDINATOR; AUTHORIZING  
MUTUAL AID AGREEMENTS WITH OTHER GOVERNMENTAL  
ENTITIES; CREATING AN OFFENSE FOR VIOLATING THE CITY'S  
EMERGENCY MANAGEMENT PLAN; PROVIDING FOR THE  
INCORPORATION OF PREMISES; PROVIDING A PENALTY CLAUSE  
OF A FINE NOT TO EXCEED THE SUM OF \$1,000.00 FOR EACH  
OFFENSE AND PROVIDING THAT EACH CONTINUING DAY'S  
VIOLATION UNDER THIS ORDINANCE SHALL CONSTITUTE A  
SEPARATE OFFENSE; PROVIDING FOR SEVERABILITY; PROVIDING  
A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR  
ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN  
EFFECTIVE DATE**

**WHEREAS**, the City Commission of the City of Starbase, Texas, has determined that the health, safety, and welfare of the citizens of Starbase necessitate that the City adopt a Comprehensive Emergency Management Program as set forth in this Ordinance; and

**WHEREAS**, the City Commission of the City of Starbase, Texas, deems it in the best interest of the residents of the City of Starbase to adopt an Emergency Management Program not in contrast with the Cameron County emergency management programs; and

**WHEREAS**, Texas Government Code § 418.173 provides a city's Emergency Management Plan may prescribe a punishment of up to \$1,000.00 or confinement in jail for a term not to exceed 180 days for failure to comply with the plan or with a rule, order, or ordinance adopted under the plan; and

**WHEREAS**, this Ordinance contains a penal provision making violations of the Emergency Management Plan an offense punishable by a fine not to exceed \$1,000.00; and

**WHEREAS**, the City Commission of the City of Starbase deems it in the best interest of the citizens of the City of Starbase and for the health, safety, and welfare of the public to adopt the provisions set forth in this Ordinance;

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

**SECTION 1. Incorporation of Premises.** The findings and recitations set out in the preamble to this Ordinance are found to be true and correct and they are hereby adopted by the City Commission and made a part hereof for all purposes.

**SECTION 2. Emergency Management Program Ordinance Adopted.** The following is hereby adopted as the Emergency Management Program of the City of Starbase, Texas:

**EMERGENCY MANAGEMENT PROGRAM**

Sec. 1.01. Construction of article.

This article shall not be construed to conflict with any state or federal statute or with any military or naval order, rule, or regulation.

Sec. 1.02. Liability.

- (a) This article is an exercise by the city of its governmental functions for the protection of the public peace, health, and safety, and neither the city, the agents and representatives of the city, nor any individual, receiver, firm, partnership, corporation, association, or trustee or any of the agents thereof, in good faith carrying out, complying with, or attempting to comply with any order, rule, or regulation promulgated pursuant to this article shall be liable for any damage sustained to persons or property as the result of such activity.
- (b) Any person owning or controlling real estate or other premises who voluntarily and without compensation grants to the city a license or privilege or otherwise permits the city to inspect, designate, and use the whole or any part of such real estate or premises for the purpose of sheltering persons during an actual or impending disaster or an emergency training exercise, together with his successors in interest, if any, shall not be civilly liable for the death of or injury to any person on or about such real estate or premises under such license, privilege or other permission or for loss of or damage to the property of such person.

Sec. 1.03. Office of Emergency Management created.

The Office of Emergency Management for the City of Starbase is created and shall exist in accordance with state law as follows:

- (a) The Mayor of the City of Starbase is designated as the Director of Emergency Management.
- (b) The Director may appoint a Coordinator of the Office of Emergency Management who shall serve at the pleasure of the Director. The Director shall be responsible for conducting a program of comprehensive emergency management with the City of Starbase and for carrying out the duties and responsibilities of this Ordinance. The Director may delegate the duties and responsibilities to the Emergency Management Coordinator as the Director deems necessary or advisable, but the Director shall retain ultimate responsibility for execution of such duties and responsibilities as the office is charged with fulfilling.

Sec. 1.04. Organization.

The City's operational emergency management organization shall consist of the City officers and employees so designated by the Emergency Management Director in the Emergency Management Plan, as well as all organized volunteer groups. The functions and duties of this organization shall be distributed among such officers and employees in accordance with the terms of the Emergency Management Plan. Such plan shall set forth the form of the organization; establish and designate divisions and functions; assign tasks, duties and powers; and designate officers and employees to carry out this article. Insofar as possible, the form of organization, titles, and terminology shall conform to the recommendations of the state division of emergency management and of the federal government.

Sec. 1.05. Powers and duties of office of emergency management.

- (a) The powers and duties of the Emergency Management Director shall include an ongoing survey of actual or potential major hazards which threaten life and property within the City and an ongoing program of identifying and requiring or recommending the implementation of measures which would tend to prevent the occurrence or reduce the impact of such hazards if a disaster did occur. As part of his or her responsibility in hazard mitigation, the Director shall supervise the development of an Emergency Management Plan for the City and shall recommend that Plan for adoption by the City Commission along with any and all mutual aid plans and agreements which are deemed essential for the implementation of such Emergency Management Plan. The powers of the

Emergency Management Director shall include the authority to declare a state of emergency and state of disaster in accordance with the Texas Disaster Act, Chapter 418 of the Texas Local Government Code, as amended. For the purposes of this Ordinance, the word "emergency" shall be synonymous with "disaster." Nothing in this Ordinance shall abridge, in any way, the authority of the Mayor of the City of Starbase to execute his or her powers under state law or local ordinance during a state of emergency. The duties of the Director shall also include the causing of a survey of the availability of existing personnel, equipment, supplies, and services which could be used during the disaster, as provided for in this article, as well as continuing study of the need for amendments and improvements in the emergency management plan.

- (b) The Director shall be responsible for conducting a program of comprehensive emergency management within the City and for carrying out the duties and responsibilities set forth in this subsection. The duties and responsibilities of the Emergency Management Director shall include the following:
  - (1) The direction and control of the actual disaster operations of the City's emergency management organization as well as the training of emergency management personnel.
  - (2) The determination of all questions of authority and responsibility that may arise within the City's emergency management organization.
  - (3) The maintenance of necessary liaisons with other municipal, county, district, state, regional, federal, or other emergency management organizations.
  - (4) The marshaling, after declaration of a disaster, of all necessary personnel, equipment, or supplies from any City department to aid in carrying out the provisions of the emergency management plan.
  - (5) The issuance of all necessary proclamations as to the existence of a disaster and the immediate operational effectiveness of the City Emergency Management Plan.
  - (6) The issuance of reasonable rules, regulations, or directives which are necessary for the protection of life and property in the city. Such rules and regulations shall be filed in the office of the City Clerk and shall receive widespread publicity unless publicity would be of aid and comfort to the enemy or to individuals, organizations, or entities who would frustrate or attempt to frustrate the issued rules, regulations, or directives. All such rules, regulations, or directives shall be subject to Commission approval in accordance with applicable state law when such approval or extension is required.

- (7) The supervision of the drafting and execution of mutual aid agreements, in cooperation with the representatives of the state and of other local political subdivisions of the state, and the drafting and execution, if deemed desirable, of an agreement with the county in which the City is located and with other municipalities within the county for the countywide coordination of emergency management efforts.
  - (8) The supervision of and final authorization for the procurement of all necessary supplies and equipment, including acceptance of private contributions which may be offered for the purpose of improving emergency management within the City.
  - (9) The authorization of agreements, after approval by the city attorney, for the use of private property for public shelter and other purposes.
- (c) The powers and duties of the Emergency Management Coordinator of the office, if designated, shall be as follows:
- (1) The Emergency Management Coordinator shall supervise the development and maintenance of a current Emergency Management Plan for the City. Such Plan shall set forth the form of the disaster services organization, establish and designate divisions and functions, assign tasks, duties and powers, designate officers and employees to carry out the provisions of this Emergency Management Plan, and provide, among other things, the following:
    - a. Wage, price, and rent controls, rationing of critical resources, and other economic stabilization methods in the event of disaster;
    - b. Curfews, blockades, limitations on utility usage in an area affected by disaster, rules governing ingress and egress to the affected area, rules governing evacuation of the affected area, and other security measures; and
    - c. Debris and water removal and disposal from public and private lands.
  - (2) Any other power delegated to the Coordinator by the Director.

Sec. 1.06. Effect of orders, rules, and regulations.

At all times when the orders, rules, and regulations made and promulgated pursuant to this ordinance shall be in effect, they shall supersede and override all existing

ordinances, orders, rules, and regulations, insofar as the latter may be inconsistent therewith.

Sec. 1.07. Contracting and expenditure of public funds.

No person shall have the right to expend any public funds of the city in carrying out any emergency management activity authorized by this article without prior approval by the city commission, nor shall any person have any right to bind the city by contract, agreement, or otherwise without prior and specific approval of the City Commission.

Sec. 1.08 Violations.

- (a) It shall be unlawful for any person willfully to obstruct, hinder, or delay any member of the emergency management organization in the enforcement of any rule, regulation, or order issued pursuant to this article or to do any act forbidden by any rule, regulation, or order issued pursuant to the authority contained in this article.
- (b) It shall be unlawful for any person to do any act forbidden by any ordinance, resolution, proclamation, rule, regulation, or order issued pursuant to the authority contained in this Ordinance.
- (c) It shall likewise be unlawful for any person to wear, carry, or display any emblem, insignia, or any other means of identification as a member of the city's emergency management organization, unless authority to do so has been granted to such person by the proper officials.

**SECTION 3. Penalty.** Any person, firm, corporation, or business entity intentionally, knowingly, or recklessly violating this ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be subject to a fine not to exceed the sum of \$1,000.00. Each continuing day's violation under this ordinance shall constitute a separate offense. The penal provisions imposed under this ordinance shall not preclude the City from filing suit to enjoin the violation or taking other legal action as allowed by law.

**SECTION 4. Severability.** It is hereby declared to be the intention of the City Commission that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, clause, sentence, paragraph, or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance, because

the same would have been enacted by the City Commission without the incorporation in this Ordinance of any such invalid phrase, clause, sentence, paragraph, or section.

**SECTION 5. Cumulative Repealer.** This Ordinance is cumulative of all ordinances of the City and all Ordinances or parts thereof in conflict herewith are repealed to the extent of such conflict only.

**SECTION 6. Engrossment/Enrollment.** The City Clerk is hereby directed to enroll and engross this Ordinance by reflecting the passage of this Ordinance in the minutes of the City Commission and by filing this Ordinance in the Ordinance Records of the City.

**SECTION 7. Effective Date.** This Ordinance shall take effect upon its passage and publication as required by law.

**DULY PASSED AND APPROVED** by the City Commission of the City of Starbase, Texas, this 30th day of May 2025.

CITY OF STARBASE, TEXAS

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Bobby Peden, Mayor

ATTEST:

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Caroline Cole, City Clerk

APPROVED AS TO FORM:

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Wm. Andrew Messer, City Attorney

# **S T A R B A S E**

## **CITY COMMISSION AGENDA MEMO**

**TO: Mayor and City Commission**

**FROM: City Administrator**

**ITEM: Establishing the National Incident Management System (NIMS) For Incident Management**

### **SUMMARY**

NIMS is a standard national system for federal, state and local governments to work together to plan for and respond to any major disasters or emergencies.

### **BACKGROUND**

NIMS is a system created by the federal government to enhance the coordination and response of the many public safety agencies necessary to respond to major disasters and emergencies. In cases of disasters and major emergencies that may directly impact the City of Starbase, the coordination with agencies from Cameron County, City of Brownsville and other municipal entities that adhere to this system will play an important role in our incident management and response capabilities.

### **STAFF RECOMMENDATIONS**

It is recommended that the City Commission approve the attached resolution establishing NIMS as the standard for incident management.

Suggested Motion: "I move to approve the resolution for the City of Starbase Establishing the National Incident Management System (NIMS) as the standard for incident management."

### **ATTACHMENTS**

Resolution Establishing the National Incident Management System (NIMS) as the Standard for Incident Management

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF STARBASE, TEXAS,  
ESTABLISHING THE NATIONAL INCIDENT  
MANAGEMENT SYSTEM (NIMS) AS THE STANDARD  
FOR INCIDENT MANAGEMENT IN STARBASE, TEXAS.**

**WHEREAS**, The President in Homeland Security Directive (HSPD)-5, directed the Secretary of the Department of Homeland Security to develop and administer a National Incident Management System (NIMS), which would provide a consistent nationwide approach for Federal, State, local, and tribal governments to work together more effectively and efficiently to prevent, prepare for, respond to, and recover from domestic incidents, regardless of cause, size, or complexity; and

**WHEREAS**, the collective input and guidance from all Federal, State, local, and tribal homeland security partners has been, and will continue to be, vital to the development, effective implementation, and utilization of a comprehensive NIMS; and

**WHEREAS**, it is necessary and desirable that all Federal, State, local, and tribal emergency agencies and personnel coordinate their efforts to effectively and efficiently provide the highest levels of incident management; and

**WHEREAS**, to facilitate the most efficient and effective incident management it is critical that Federal, State, local, and tribal organizations utilize standardized terminology, standardized organizational structures, interoperable communications, consolidated action plans, unified command structures, uniform personnel qualification standards, uniform standards for planning, training, and exercising, comprehensive resource management, and designated incident facilities during emergencies or disasters; and

**WHEREAS**, the NIMS standardized procedures for managing personnel, communications, facilities, and resources will improve the county's ability to utilize federal funding to enhance local and state agency readiness, maintain first responder safety, and streamline incident management processes; and

**WHEREAS**, the Incident Command System components of NIMS are already an integral part of various incident management activities throughout the county, including current emergency management training programs; and

**WHEREAS**, the National Commission on Terrorist Attacks (9-11 Commission) recommended adoption of a standardized Incident Command System; and

**WHEREAS**, a specific individual needs to be designated as Local Point of Contact (LPOC) to coordinate NIMS activities and to ensure compliance;

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Commission of the City of Starbase, Texas, that the National Incident Management System (NIMS) is hereby established as the standard for incident management in Starbase, Texas.

**BE IT FURTHER RESOLVED** that the individual occupying the office of Mayor for the City of Starbase, Texas, is hereby designated as the Local Point of Contact (LPOC).

Contact Information:

Mayor  
City of Starbase

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**PASSED AND APPROVED** this 30<sup>th</sup> day of May 2025.

CITY OF STARBASE, TEXAS

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Bobby Peden, Mayor

ATTEST:

---

Caroline Cole, City Clerk

APPROVED AS TO FORM:

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Wm. Andrew Messer, City Attorney

# **S T A R B A S E**

## **CITY COMMISSION AGENDA MEMO**

**TO: Mayor and City Commission**  
**FROM: City Administrator**

### **ITEM: Adopting and Approving Survey of City Boundaries & City Map**

#### **SUMMARY**

With the recent voter approval of the incorporation of the City of Starbase, Chapter 41 of the Texas Local Government Code requires a formal survey and city map be prepared and adopted by the City Commission reflecting the city boundaries.

#### **BACKGROUND**

The City has contracted with SAMES an engineering firm to prepare the survey which reflects the city boundaries, the boundaries are the boundaries designated in the petition for incorporation. The official city map was prepared by SAMES an engineering firm, and the official map shows the municipal boundaries and the extraterritorial jurisdiction of the City of Starbase, Texas. Once approved, the survey will be included in the Commission minutes and filed in the Cameron County deed records.

#### **STAFF RECOMMENDATIONS**

It is recommended that the City Commission approve the attached ordinance adopting the survey of city boundaries and the official city map.

Suggested motion: "I move to adopt the ordinance approving the survey of the boundaries and the official map of the municipal boundaries and extraterritorial jurisdiction of the City of Starbase."

#### **ATTACHMENTS**

Ordinance adopting and approving the survey of city limit boundaries and adopting an official map of the municipal boundaries and extraterritorial jurisdiction with Exhibits A and B.

**CITY OF STARBASE, TEXAS**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF STARBASE, TEXAS, ADOPTING AND APPROVING THE SURVEY OF THE BOUNDARIES OF THE MUNICIPALITY AND ADOPTING AN OFFICIAL MAP OF THE MUNICIPAL BOUNDARIES AND EXTRATERRITORIAL JURISDICTION; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; PROVIDING FOR ENGROSSMENT AND ENROLLMENT OF THIS ORDINANCE; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.**

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

**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 Texas Local Government Code Section 41.002(a) requires immediately after the members of the governing body of a newly incorporated general-law municipality qualify for office, the governing body shall adopt an ordinance requiring a survey of the boundaries of the municipality to be made; and

**WHEREAS**, the Texas Local Government Code Section 41.002(b) requires that the survey must be based on the boundaries designated in the petition for incorporation. The field notes of the survey must be recorded in the minutes of the municipality and in the deed records of the county in which the municipality is located; and

**WHEREAS**, the Texas Local Government Code Section 41.001 requires the City prepare a map that shows the boundaries of the municipality and its extraterritorial jurisdiction, and shall maintain a copy of the map in a location easily accessible to the public and on the city website; and

**WHEREAS**, after due deliberation and consideration, the City Commission has determined that this Ordinance should be adopted, and that such Ordinance is in the best interest of the public health, safety, and welfare of the citizens of the City.

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

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

**SECTION 2.** The City Commission hereby approves and accepts the survey of the boundaries of the City of Starbase, Texas attached as Exhibit "A", and declares the survey is based on the boundaries designated in the petition for incorporation of the City of Starbase, Texas;

**SECTION 3.** The City Commission hereby approves and adopts the map attached as Exhibit "B" as the official map of the municipal boundaries and extraterritorial jurisdiction of the City of Starbase, Texas, and the City Clerk is directed to retain a copy of the official map in the office of the City Clerk, the City Engineer shall retain a copy of the official map in the office of the City Engineer, and it shall be posted on the City website.

**SECTION 4. Severability.** It is hereby declared to be the intention of the Board of Commissioners 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 Board of Commissioners without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

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

**SECTION 6. Engrossment/Enrollment.** The City Clerk is hereby directed to enroll and engross this Ordinance by copying the exact Caption and Effective Date clause in the minutes of the Board of Commissioners and by filing this Ordinance in the records of the City.

**SECTION 7. Publication.** The City Clerk is hereby directed to publish the caption, penalty clause, and effective date of this Ordinance as provided by law.

**SECTION 8. 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 30<sup>th</sup> day of May 2025.

CITY OF STARBASE, TEXAS

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Bobby Peden, Mayor

ATTEST:

---

Caroline Cole, City Clerk

APPROVED AS TO FORM:

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Wm. Andrew Messer, City Attorney

## Exhibit A



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

### **METES AND BOUNDS DESCRIPTION**

#### **927.87 ACRE TRACT OF LAND BEING PROPOSED CITY LIMITS OF STARBASE, CAMERON COUNTY, TEXAS.**

BEING A 927.87 ACRE TRACT OF LAND BEING PROPOSED CITY LIMITS OF STARBASE, CAMERON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS, AS FOLLOWS.

**COMMENCING;** AT A FOUND 5/8 INCH IRON ROD, AT THE INTIRIOR CORNER OF STATE HIGHWAY 4, AS RECORDED IN VOLUME 266, PAGE 555, OFICIAL RECORDS, CAMERON CAOUNTY, TEXAS, ALSO BEING AT THE START OF A CURVE TO THE LEFT, AND **POINT OF BEGINNING**, OF THIS HEREIN DESCRIBED TRACT OF LAND, HAVING A GRID COORDINATE OF **N=16513788.0200', E=1390437.3580'**,

- 1) **THENCE;** WITH SAID CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 447.51 FEET, RADIUS OF 1,860.10, DELTA OF 13°47'00", CHORD BEARING OF NORTH 70°08'32" EAST, AND HAVING A CHORD LENGTH OF 446.43 FEET, TO A FOUND DISK MONUMENT STAMPED "U.S. DEPARTMENT, FOR A NON-TANGENT POINT OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 2) **THENCE;** NORTH 63°14'45" EAST, A DISTANCE OF 187.10 FEET, TO A FOUND 5/8 INCH IRON ROD, AT START OF A CURVE TO THE RIGHT, FOR A NON-TANGENT POINT OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 3) **THENCE;** WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 776.17 FEET, RADIUS OF 1,482.70, DELTA OF 29°59'40", CHORD BEARING OF NORTH 78°14'34" EAST, AND HAVING A CHORD LENGTH OF 767.34 FEET, TO A FOUND 5/8 INCH IRON ROD, FOR A NON-TANGENT POINT OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 4) **THENCE;** SOUTH 86°45'15" EAST, A DISTANCE OF 804.46 FEET, TO SET A 1/2 INCH IRON ROD STAMPED "SAMES", FOR AN INTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 5) **THENCE;** NORTH 03°14'45" EAST, A DISTANCE OF 50.00 FEET, TO A FOUND DISK MONUMENT, FOR AN EXTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 6) **THENCE;** SOUTH 86°45'15" EAST, A DISTANCE OF 1,000.00 FEET, TO A FOUND 5/8 INCH IRON ROD, FOR AN EXTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 7) **THENCE;** SOUTH 03°14'45" WEST, A DISTANCE OF 50.00 FEET, TO SET A 1/2 INCH IRON ROD STAMPED "SAMES", FOR AN INTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 8) **THENCE;** SOUTH 86°45'15" EAST, A DISTANCE OF 1,573.44 FEET, TO SET A 1/2 INCH IRON ROD STAMPED "SAMES", AT THE START OF A CURVE TO THE LEFT, FOR A NON-TANGENT POINT OF THIS HEREIN DESCRIBED TRACT OF LAND;



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

- 9) **THENCE;** WITH SAID CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 310.88 FEET, RADIUS OF 908.58, DELTA OF 19°36'20", CHORD BEARING OF NORTH 83°28'42" EAST, AND HAVING A CHORD LENGTH OF 309.37 FEET, TO SET A 1/2 INCH IRON ROD STAMPED "SAMES", FOR A NON-TANGENT POINT OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 10) **THENCE;** NORTH 73°37'45" EAST, A DISTANCE OF 1,333.26 FEET, TO SET A 1/2 INCH IRON ROD STAMPED "SAMES", FOR A CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 11) **THENCE;** NORTH 16°22'15" WEST, A DISTANCE OF 449.75 FEET, TO SET A 1/2 INCH IRON ROD STAMPED "SAMES", AT THE START OF A CURVE TO THE LEFT, FOR A NON-TANGENT POINT OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 12) **THENCE;** WITH SAID CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 78.53 FEET, RADIUS OF 50.00, DELTA OF 89°50'30", CHORD BEARING OF NORTH 61°21'58" WEST, AND HAVING A CHORD LENGTH OF 70.70 FEET, TO SET A 1/2 INCH IRON ROD STAMPED "SAMES", FOR A NON-TANGENT POINT OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 13) **THENCE;** NORTH 16°22'24" WEST, A DISTANCE OF 120.00 FEET, TO SET A 1/2 INCH IRON ROD STAMPED "SAMES", FOR AN EXTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 14) **THENCE;** NORTH 73°37'08" EAST, A DISTANCE OF 201.50 FEET, TO SET A 1/2 INCH IRON ROD STAMPED "SAMES", FOR AN INTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 15) **THENCE;** NORTH 16°22'15" WEST, A DISTANCE OF 54.96 FEET, TO SET A 1/2 INCH IRON ROD STAMPED "SAMES", FOR AN EXTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 16) **THENCE;** NORTH 73°37'45" EAST, A DISTANCE OF 200.00 FEET, TO SET A 1/2 INCH IRON ROD STAMPED "SAMES", FOR AN EXTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 17) **THENCE;** SOUTH 16°22'39" EAST, A DISTANCE OF 674.75 FEET, TO SET A 1/2 INCH IRON ROD STAMPED "SAMES", FOR AN INTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 18) **THENCE;** NORTH 73°37'45" EAST, A DISTANCE OF 1,624.55 FEET, TO A FOUND DISK MONUMENT, AT THE START OF A CURVE TO THE RIGHT, TO A NON-TANGENT POINT OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 19) **THENCE;** WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 699.71 FEET, RADIUS OF 1,194.05, DELTA OF 33°34'30", CHORD BEARING OF SOUTH 89°37'07" EAST, AND HAVING A CHORD LENGTH OF 689.74 FEET, TO A FOUND DISK MONUMENT, FOR A NON-TANGENT POINT OF THIS HEREIN DESCRIBED TRACT OF LAND;



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- 20) **THENCE;** SOUTH 71°52'15" EAST, A DISTANCE OF 923.35 FEET, TO A FOUND 1/2 INCH IRON ROD, FOR AN INTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 21) **THENCE;** NORTH 18°07'45" EAST, A DISTANCE OF 50.00 FEET, TO A FOUND 1/2 INCH IRON, FOR AN EXTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 22) **THENCE;** SOUTH 71°52'15" EAST, A DISTANCE OF 600.00 FEET, TO A FOUND 1/2 INCH IRON ROD, FOR AN EXTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 23) **THENCE;** SOUTH 18°07'45" WEST, A DISTANCE OF 50.00 FEET, TO A FOUND 1/2 INCH IRON ROD, FOR AN INTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 24) **THENCE;** SOUTH 71°52'15" EAST, A DISTANCE OF 700.00 FEET, TO A FOUND 1/2 INCH IRON ROD, FOR AN INTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 25) **THENCE;** NORTH 18°07'45" EAST, A DISTANCE OF 50.00 FEET, TO SET A 1/2 INCH IRON ROD STAMPED "SAMES", FOR AN EXTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 26) **THENCE;** SOUTH 71°53'46" EAST, A DISTANCE OF 561.28 FEET, TO A FOUND 5/8 INCH IRON ROD, AT THE START OF A CURVE TO THE LEFT, FOR A NON-TANGENT POINT OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 27) **THENCE;** WITH SAID CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 517.73 FEET, RADIUS OF 1,008.79, DELTA OF 29°24'20", CHORD BEARING OF SOUTH 86°39'42" EAST, AND HAVING A CHORD LENGTH OF 512.06 FEET, TO SET A 1/2 INCH IRON ROD STAMPED "SAMES", FOR A NON-TANGENT POINT OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 28) **THENCE;** NORTH 78°42'34" EAST, A DISTANCE OF 4,075.94 FEET, TO A FOUND 5/8 INCH IRON ROD, AT THE START OF A CURVE TO THE LEFT, FOR A NON-TANGENT POINT OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 29) **THENCE;** WITH SAID CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 499.30 FEET, RADIUS OF 2,746.63 FEET, DELTA OF 10°25'00", CHORD BEARING OF NORTH 72°50'27" EAST, AND HAVING A CHORD LENGTH OF 498.61 FEET, TO A FOUND 1/2 INCH IRON ROD, FOR A NON-TANGENT POINT OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 30) **THENCE;** NORTH 68°17'45" EAST, A DISTANCE OF 2,081.55 FEET, TO SET A 1/2 INCH IRON ROD STAMPED "SAMES", AT THE START OF A CURVE TO THE LEFT, FOR A NON-TANGENT ANGLE POINT OF THIS HEREIN DESCRIBED TRACT OF LAND;



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- 31) **THENCE;** WITH SAID CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 517.01 FEET, RADIUS OF 1,332.70 FEET, DELTA OF 22°13'40", CHORD BEARING OF NORTH 57°10'56" EAST, AND HAVING A CHORD LENGTH OF 513.77 FEET, TO SET A 1/2 INCH IRON ROD STAMPED "SAMES", FOR A NON-TANGENT POINT OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 32) **THENCE;** NORTH 46°03'48" EAST, A DISTANCE OF 3,327.27 FEET, TO A FOUND 1/2 INCH IRON ROD, FOR A CORNER POINT OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 33) **THENCE;** NORTH 46°42'20" EAST, A DISTANCE OF 3,269.36 FEET, TO A FOUND 1/2 INCH IRON WITH A YELLOW CAP STAMPED "HOLDAR ENG. CO.", FOR AN INTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 34) **THENCE;** NORTH 26°12'55" WEST, A DISTANCE OF 252.44, TO A FOUND 1/2 INCH IRON WITH A CAP STAMPED "BENTROD", FOR AN EXTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 35) **THENCE;** NORTH 16°46'05" EAST, A DISTANCE OF 612.23 FEET, TO A FOUND 1/2 INCH IRON WITH A CAP STAMPED "FISH AND WILD LIFE SERVICE DISK", FOR AN INTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 36) **THENCE;** NORTH 07°26'05" EAST, A DISTANCE OF 933.57 FEET, TO A FOUND METEL DISK, FOR AN EXTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 37) **THENCE;** NORTH 43°30'24" EAST, A DISTANCE OF 1,830.88 FEET, TO A FOUND 1/2 INCH IRON WITH A CAP STAMPED "M&R INC544-3022", FOR AN INTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 38) **THENCE;** NORTH 34°24'05" EAST, A DISTANCE OF 92.43 FEET, TO SET A 1/2 INCH IRON ROD STAMPED "SAMES", FOR AN INTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 39) **THENCE;** NORTH 84°05'55" WEST, A DISTANCE OF 165.99 FEET, TO SET A 1/2 INCH IRON ROD STAMPED "SAMES", FOR AN EXTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 40) **THENCE;** NORTH 05°54'26" EAST, A DISTANCE OF 250.02 FEET, TO A POINT, FOR AN EXTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 41) **THENCE;** SOUTH 84°05'41" EAST, A DISTANCE OF 90.00 FEET, TO A POINT, FOR A CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 42) **THENCE;** NORTH 05°54'26" EAST, A DISTANCE OF 120.01 FEET, TO A POINT, FOR A CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;



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- 43) **THENCE;** NORTH 84°06'28" WEST, A DISTANCE OF 172.25 FEET, TO A POINT, FOR AN EXTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 44) **THENCE;** NORTH 35°24'05" EAST, A DISTANCE OF 2,977.02 FEET, TO SET A 1/2 INCH IRON ROD STAMPED "SAMES", FOR AN EXTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 45) **THENCE;** SOUTH 55°38'06" EAST, A DISTANCE OF 1,513.90 FEET, TO SET A 1/2 INCH IRON ROD STAMPED "SAMES", FOR AN INTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 46) **THENCE;** NORTH 40°35'51" EAST, A DISTANCE OF 970.76 FEET, TO SET A 1/2 INCH IRON ROD STAMPED "SAMES", FOR AN EXTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 47) **THENCE;** SOUTH 49°28'31" EAST, A DISTANCE OF 998.49 FEET, TO SET A 1/2 INCH IRON ROD STAMPED "SAMES", FOR AN INTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 48) **THENCE;** NORTH 40°31'29" EAST, A DISTANCE OF 960.00 FEET, TO SET A 1/2 INCH IRON ROD STAMPED "SAMES", FOR AN EXTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 49) **THENCE;** SOUTH 49°28'18" EAST, A DISTANCE OF 60.00 FEET, TO A POINT, AT THE START OF A CURVE TO THE RIGHT, FOR A NON-TANGENT POINT OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 50) **THENCE;** WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 897.84 FEET, RADIUS OF 1,889.35 FEET, DELTA OF 27°13'40", CHORD BEARING OF SOUTH 35°40'32" EAST, AND HAVING A CHORD LENGTH OF 889.42 FEET, TO SET A 1/2 INCH IRON ROD STAMPED "SAMES", FOR NON-TANGENT POINT OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 51) **THENCE;** SOUTH 21°27'03" EAST, A DISTANCE OF 354.15 FEET, TO SET A 1/2 INCH IRON ROD STAMPED "SAMES", AT THE NORTH ROGHT OF WAY LINE OF STATE HIGHWAY 4, FOR AN EXTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 52) **THENCE;** NORTH 68°33'45" EAST, A DISTANCE OF 899.56 FEET, TO SET A 1/2 INCH IRON ROD STAMPED "SAMES", AT THE START OF A CURVE TO THE RIGHT, FOR A NON-TANGENT POINT OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 53) **THENCE;** WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 164.52 FEET, RADIUS OF 5,829.60 FEET, DELTA OF 1°37'00", CHORD BEARING OF NORTH 69°22'16" EAST, AND A CHORD LENGTH OF 164.52 FEET, TO SET A 1/2 INCH IRON ROD STAMPED "SAMES", FOR A NONTANGENT CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;



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- 54) **THENCE;** NORTH 70°10'45" EAST, A DISTANCE OF 713.30 FEET, TO SET A 1/2 INCH IRON ROD STAMPED "SAMES", AT THE START OF A CURVE TO THE LEFT, FOR A NON-TANGENT POINT OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 55) **THENCE;** WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 208.01 FEET, RADIUS OF 5,629.60 FEET, DELTA OF 2°07'00", CHORD BEARING OF NORTH 69°07'15" EAST, AND HAVING A CHORD LENGTH OF 207.99 FEET, TO A POINT, FOR A NON-TANGENT POINT OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 56) **THENCE;** NORTH 67°31'18" EAST, A DISTANCE OF 927.13 FEET, TO SET A 1/2 INCH IRON ROD STAMPED "SAMES", AT THE START OF CURVE TO THE LEFT, FOR A NON-TANGENT POINT OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 57) **THENCE;** WITH SAID CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 240.35 FEET, RADIUS OF 1,332.70 FEET, DELTA OF 10°20'00', CHORD BEARING OF NORTH 63°04'21" EAST, AND HAVING A CHORD LENGTH OF 240.03 FEET, TO SET A 1/2 INCH IRON ROD STAMPED "SAMES", FOR A NON-TANGENT POINT OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 58) **THENCE;** NORTH 57°49'31" EAST, A DISTANCE OF 606.57 FEET, TO SET A 1/2 INCH IRON ROD STAMPED "SAMES", AT THE START OF A CURVE TO THE RIGHT, FOR A NON-TANGENT POINT OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 59) **THENCE;** WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 700.22 FEET, RADIUS OF 1,260.95 FEET, DELTA OF 31°49'00", CHORD BEARING OF NORTH 77°43'32" EAST, AND A CHORD DISTANCE OF 691.26 FEET, TO SET A 1/2 INCH IRON ROD STAMPED "SAMES", FOR A NON-TANGENT CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 60) **THENCE;** NORTH 14°55'40" WEST, A DISTANCE OF 210.64 FEET, TO A POINT, AT THE START OF A CURVE TO THE RIGHT, FOR A NON-TANGENT POINT OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 61) **THENCE;** WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 156.75 FEET, RADIUS OF 1,460.95 FEET, DELTA OF 6°08'50", CHORD BEARING OF SOUTH 86°03'04" EAST, AND A CHORD LENGTH OF 156.67 FEET, TO A POINT, FOR A NON-TANGENT POINT OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 62) **THENCE;** SOUTH 80°49'44" EAST, A DISTANCE OF 109.55 FEET, TO A POINT, FOR AN EXTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;



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- 63) **THENCE;** SOUTH 77°38'38" EAST, A DISTANCE OF 359.87 FEET, TO A POINT, FOR AN EXTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 64) **THENCE;** SOUTH 14°55'40" EAST, A DISTANCE OF 225.12 FEET, TO SET A 1/2 INCH IRON ROD STAMPED "SAMES", FOR AN INTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 65) **THENCE;** SOUTH 77°29'35" EAST, A DISTANCE OF 1,011.57 FEET, TO A FOUND 1/2 IRON ROD WITH CAP STAPED "FISH AND WILD LIFE SERVICE", FOR AN INTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 66) **THENCE;** NORTH 44°39'09" WEST, A DISTANCE OF 270.74 FEET, TO A FOUND 1/2 IRON ROD WITH CAP STAPED "M&R INC544-3022", FOR AN EXTERIOR CORNER OF THIS DESCRIBED TRACT OF LAND;
- 67) **THENCE;** SOUTH 45°20'36" EAST, A DISTANCE OF 251.14 FEET, TO A POINT, FOR AN EXTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 68) **THENCE;** SOUTH 46°03'00" EAST, A DISTANCE OF 398.00 FEET, TO SET A 1/2 INCH IRON ROD STAMPED "SAMES", FOR AN INTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 69) **THENCE;** SOUTH 76°15'00" EAST, A DISTANCE OF 763.28 FEET, TO A POINT, FOR AN EXTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 70) **THENCE;** SOUTH 12°40'54" WEST, A DISTANCE OF 229.05 FEET, TO A POINT, FOR AN INTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 71) **THENCE;** SOUTH 09°35'21" EAST, A DISTANCE OF 108.63 FEET, TO A POINT, FOR A CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 72) **THENCE;** SOUTH 08°57'10" EAST, A DISTANCE OF 2,002.71 FEET, TO A POINT, FOR AN EXTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 73) **THENCE;** NORTH 77°36'10" WEST, A DISTANCE OF 600.00 FEET, TO SET A 1/2 INCH IRON ROD STAMPED "SAMES", FOR AN EXTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 74) **THENCE;** NORTH 08°57'10" WEST, A DISTANCE OF 107.37 FEET, TO SET A 1/2 INCH IRON ROD STAMPED "SAMES", FOR AN INTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 75) **THENCE;** NORTH 77°36'10" WEST, A DISTANCE OF 107.37 FEET, TO SET A 1/2 INCH IRON ROD STAMPED "SAMES", FOR AN EXTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;



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- 76) **THENCE;** NORTH 08°57'10" WEST, A DISTANCE OF 114.32 FEET, TO SET A 1/2 INCH IRON ROD STAMPED "SAMES", FOR AN INTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 77) **THENCE;** SOUTH 89°34'20" WEST, A DISTANCE OF 1,660.20 FEET, TO SET A 1/2 INCH IRON ROD STAMPED "SAMES", FOR AN EXTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 78) **THENCE;** NORTH 08°04'20" EAST, A DISTANCE OF 886.22 FEET, TO SET A 1/2 INCH IRON ROD STAMPED "SAMES", FOR AN INTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 79) **THENCE;** SOUTH 89°34'20" WEST, A DISTANCE OF 2,668.16 FEET, TO SET A 1/2 INCH IRON ROD STAMPED "SAMES", FOR AN EXTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 80) **THENCE;** NORTH 14°55'40" WEST, A DISTANCE OF 434.60 FEET, TO SET A 1/2 INCH IRON ROD STAMPED "SAMES", FOR AN INTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT O FLAND;
- 81) **THENCE;** SOUTH 68°55'12" WEST, A DISTANCE OF 265.80 FEET, TO SET A 1/2 INCH IRON ROD STAMPED "SAMES", FOR A CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 82) **THENCE;** SOUTH 70°10'45" WEST, A DISTANCE OF 713.30 FEET, TO SET A 1/2 INCH IRON ROD STAMPED "SAMES", AT THE START OF A CURVE TO THE LEFT, FOR A NON-TANGENT POINT OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 83) **THENCE;** WITH SAID CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 158.88 FEET, RADIUS OF 6,938.72 FEET, DELTA OF 1°18'40", CHORD BEARING OF SOUTH 69°22'16" WEST, AND A CHORD LENGTH OF 158.87 FEET, TO SET A 1/2 INCH IRON ROD STAMPED "SAMES", FOR A NON-TANGENT POINT OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 84) **THENCE;** SOUTH 68°33'45" WEST, A DISTANCE OF 1,331.50 FEET, TO SET A 1/2 INCH IRON ROD STAMPED "SAMES", AT THE START OF A CURVE TO THE RIGHT, FOR A NON-TANGENT POINT OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 85) **THENCE;** WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 1,076.77 FEET, RADIUS OF 5,829.50 FEET, DELTA OF 10°35'00", CHORD BEARING OF SOUTH 73°51'16" WEST, A CHORD LENGTH OF 1,075.24 FEET, TO SET A 1/2 INCH IRON ROD STAMPED "SAMES", FOR A NON-TANGENT POINT OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 86) **THENCE;** SOUTH 79°08'45" WEST, A DISTANCE OF 338.30 FEET, TO SET A 1/2 INCH IRON ROD STAMPED "SAMES", AT THE START OF A CURVE TO THE LEFT, FOR A NON-TANGENT POINT OF THIS HEREIN DESCRIBED TRACT OF LAND;



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- 87) **THENCE;** WITH SAID CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 311.24 FEET, RADIUS OF 2,764.90 FEET, DELTA OF 6°27'00", CHORD BEARING OF SOUTH 75°55'15" WEST, AND A CHORD LENGTH OF 311.08 FEET, TO SET A 1/2 INCH IRON ROD STAMPED "SAMES", FOR A NON-TANGENT POINT OF THIS HEREIN DESCRIBED TRACT O FLAND;
- 88) **THENCE;** SOUTH 72°41'45" WEST, A DISTANCE OF 1,198.58 FEET, TO SET A 1/2 INCH IRON ROD STAMPED "SAMES", AT THE START OF A CURVE THE LEFT, FOR A NON-TANGENT POINT OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 89) **THENCE;** WITH SAID CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 893.74 FEET, RADIUS OF 1,332.70 FEET, DELTA OF 38°25'30", CHORD BEARING OF SOUTH 53°28'28" WEST, AND A CHORD LENGTH OF 877.08 FEET, TO SET A 1/2 INCH IRON ROD STAMPED "SAMES", FOR A NON-TANGENT POINT OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 90) **THENCE;** SOUTH 34°15'45" WEST, A DISTANCE OF 1,093.15 FEET, TO A FOUND 1/2 IRON ROD WITH CAP STAPED "FISH AND WILD LIFE SERVICES", AT THE START OF A CURVE TO THE RIGHT, FOR A NON-TANGENT CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 91) **THENCE;** WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 248.79 FEET, RADIUS OF 1,533.06 FEET, DELTA OF 9°17'50", CHORD BEARING OF SOUTH 38°52'53" WEST, AND A CHORD LENGTH OF 248.51 FEET, TO FOUND METAL DISK, FOR A NON-TANGENT POINT OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 92) **THENCE;** SOUTH 43°33'45" WEST, A DISTANCE OF 2,525.20 FEET, TO SET A 1/2 INCH IRON ROD STAMPED "SAMES", AT THE START OF A CURVE TO THE RIGHT, FOR A NON-TANGENT POINT OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 93) **THENCE;** WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 322.23 FEET, RADIUS OF 5,829.60 FEET, DELTA OF 3°10'00", CHORD BEARING OF SOUTH 45°08'45" WEST, AND A CHORD LENGTH OF 322.19 FEET, TO A FOUND 1/2 IRON ROD WITH CAP STAPED "FISH AND WILD LIFE SERVICES", FOR A NON-TANGENT CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 94) **THENCE;** SOUTH 46°42'20" WEST, A DISTANCE OF 3,553.18 FEET, TO A TO A FOUND 1/2 IRON ROD, FOR A NON-TANGENT CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 95) **THENCE;** SOUTH 46°03'48" WEST, A DISTANCE OF 2,662.85 FEET, TO SET A 1/2 INCH IRON ROD STAMPED "SAMES", FOR AN INTERIOR CORNER OF THIS HEREIN DESCRIBED;
- 96) **THENCE;** SOUTH 00°01'52' WEST, A DISTANCE OF 3,652.99 FEET, TO A FOUND 1/2 IRON ROD, FOR AN INTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;



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- 97) **THENCE;** SOUTH 89°58'08" EAST, A DISTANCE OF 364.58 FEET, TO SET A 1/2 INCH IRON ROD STAMPED "SAMES", AT THE START OF A CURVE TO THE LEFT, FOR A NON-TANGENT CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 98) **THENCE;** WITH SAID CURVE TO THE LEFT, ARC LENGTH OF 270.43 FEET, RADIUS OF 2,000.00 FEET, DELTA OF 7°44'50", CHORD BEARING OF NORTH 86°09'27' EAST, AND A CHORD LENGTH OF 270.23 FEET, TO SET A 1/2 INCH IRON ROD STAMPED "SAMES", FOR A NON-TANGENT CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 99) **THENCE;** NORTH 82°17'02" EAST, A DISTANCE OF 789.66 FEET, TO SET A 1/2 INCH IRON ROD STAMPED "SAMES", AT THE START OF A CURVE TO THE RIGHT, FOR A NON-TANGENT CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 100) **THENCE;** WITH SAID CURVE TO THE RIGHT, ARC LENGTH OF 808.14 FEET, RADIUS OF 2,000.00 FEET, DELTA OF 23°09'10", CHORD BEARING OF SOUTH 86°08'26' EAST, AND A CHORD LENGTH OF 802.65 FEET, TO SET A 1/2 INCH IRON ROD STAMPED "SAMES", FOR A NON-TANGENT CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 101) **THENCE;** SOUTH 74°33'53" EAST, A DISTANCE OF 1,050.61 FEET, TO SET A 1/2 INCH IRON ROD STAMPED "SAMES", FOR AN INTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 102) **THENCE;** NORTH 06°39'12" EAST, A DISTANCE OF 500.14 FEET, TO A POINT, FOR AN EXTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 103) **THENCE;** NORTH 38°19'12" EAST, A DISTANCE OF 826.44 FEET, TO A POINT, FOR AN EXTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 104) **THENCE;** SOUTH 71°00'48' EAST, A DISTANCE OF 888.78 FEET, TO A POINT, FOR AN INTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 105) **THENCE;** NORTH 70°43'12" EAST, A DISTANCE OF 896.98 FEET, TO A POINT, FOR AN EXTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 106) **THENCE;** NORTH 83°36'41" EAST, A DISTANCE OF 516.07 FEET, TO A POINT, FOR AN EXTERIOR CORNER OF THIS HEREN DESCRIBED TRACT OF LAND;
- 107) **THENCE;** SOUTH 28°36'48" EAST, A DISTANCE OF 401.57 FEET, TO SET A 1/2 INCH IRON ROD STAMPED "SAMES", FOR AN INTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;



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- 108) THENCE;** NORTH 87°24'16" EAST, A DISTANCE OF 208.71 FEET, TO A POINT, AT THE START OF A CURVE TO THE RIGHT, FOR A NON-TANGENT CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 109) THENCE;** WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 17.25 FEET, RADIUS OF 260.00 FEET, DELTA OF 3°48'00", CHORD BEARING OF NORTH 89°18'17" EAST, AND HAVING A CHORD LENGTH OF 17.24 FEET, TO A POINT, FOR A NON-TANGENT CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 110) THENCE;** SOUTH 88°47'42" EAST, A DISTANCE OF 301.06 FEET, TO SET A 1/2 INCH IRON ROD STAMPED "SAMES", FOR AN INTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 111) THENCE;** NORTH 00°00'56" WEST, A DISTANCE OF 480.70 FEET, TO A FOUND METAL DISK, FOR AN EXTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 112) THENCE;** NORTH 89°59'04" EAST, A DISTANCE OF 320.00 FEET, TO A FOUND METAL DISK, FOR AN EXTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 113) THENCE;** SOUTH 00°00'56" EAST, A DISTANCE OF 5.85 FEET, TO A FOUND METAL DISK, FOR AN INTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 114) THENCE;** NORTH 89°59'04" EAST, A DISTANCE OF 580.00 FEET, TO SET A 1/2 INCH IRON ROD STAMPED "SAMES", FOR AN INTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 115) THENCE;** NORTH 00°00'57" WEST, A DISTANCE OF 100.15 FEET, TO SET A 1/2 INCH IRON ROD STAMPED "SAMES", FOR AN EXTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 116) THENCE;** NORTH 12°54'34" EAST, A DISTANCE OF 420.79 FEET, TO SET A 1/2 INCH IRON ROD STAMPED "SAMES", AT THE START OF A CURVE TO THE RIGHT, FOR A NON-TANGENT CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 117) THENCE;** WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 594.06 FEET, RADIUS OF 1,060.00 FEET, DELTA OF 32°06'40", CHORD BEARING OF NORTH 26°36'09" EAST, AND A CHORD DISTANCE OF 586.31 FEET, TO SET A 1/2 INCH IRON ROD STAMPED "SAMES", FOR A NON-TANGENT CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 118) THENCE;** NORTH 42°39'27" EAST, A DISTANCE OF 408.97 FEET, TO SET A 1/2 INCH IRON ROD STAMPED "SAMES", AT THE START OF A CURVE TO THE RIGHT, FOR A NON-TANGENT CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;



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- 119) THENCE;** WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 638.52 FEET, RADIUS OF 1,060.00, DELTA OF 34°30'50", CHORD BEARING OF NORTH 59°54'52" EAST, HAVING A CHORD LENGTH OF 628.91 FEET, TO SET A 1/2 INCH IRON ROD STAMPED "SAMES", FOR A NON-TANGENT CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 120) THENCE;** NORTH 77°10'17" EAST, A DISTANCE OF 319.56 FEET, TO SET A 1/2 INCH IRON ROD STAMPED "SAMES", FOR AN EXTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 121) THENCE;** NORTH 90°00'00" EAST, A DISTANCE OF 27.92 FEET, TO SET A 1/2 INCH IRON ROD STAMPED "SAMES", FOR AN INTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 122) THENCE;** NORTH 00°00'00" EAST, A DISTANCE OF 657.16 FEET, TO SET A 1/2 INCH IRON ROD STAMPED "SAMES", FOR AN EXTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 123) THENCE;** SOUTH 82°24'03" EAST, A DISTANCE OF 320.33 FEET, TO SET A 1/2 INCH IRON ROD STAMPED "SAMES", FOR AN EXTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 124) THENCE;** SOUTH 00°00'00" EAST, A DISTANCE OF 793.65 FEET, TO A POINT, FOR AN EXTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 125) THENCE;** SOUTH 84°03'17" WEST, A DISTANCE OF 173.12 FEET, TO A FOUND METAL DISK, FOR AN INTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 126) THENCE;** SOUTH 52°15'17" WEST, A DISTANCE OF 183.79 FEET, TO A POINT, FOR AN EXTERIOR CORNER FO THIS HEREIN DESCRIBED TRACT OF LAND;
- 127) THENCE;** NORTH 00°00'00" EAST, A DISTANCE OF 249.29 FEET, TO SET A 1/2 INCH IRON ROD STAMPED "SAMES", FOR AN INTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 128) THENCE;** NORTH 90°00'00" WEST, A DISTANCE OF 21.17 FEET, TO SET A 1/2 INCH IRON ROD STAMPED "SAMES", FOR AN INTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 129) THENCE;** SOUTH 77°10'17" WEST, A DISTANCE OF 312.82 FEET, TO SET A 1/2 INCH IRON ROD STAMPED "SAMES", AT THE START OF A CURVE TO THE LEFT, FOR A NON-TANGENT CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 130) THENCE;** WITH SAID CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 602.38 FEET, RADIUS OF 1,000.00, DELTA OF 34°30'50", CHORD BEARING OF SOUTH 59°54'52" WEST, HAVING A CHORD LENGTH OF 593.31 FEET, TO SET A 1/2 INCH IRON ROD STAMPED "SAMES", FOR A NON-TANGENT CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;



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- 131) THENCE; SOUTH 42°39'27" WEST, A DISTANCE OF 408.97 FEET, TO SET A 1/2 INCH IRON ROD STAMPED "SAMES", AT THE START OF A CURVE TO THE LEFT, FOR A NON-TANGENT CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;**
- 132) THENCE; WITH SAID CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 560.43 FEET, RADIUS OF 1,000.00, DELTA OF 32°06'40", CHORD BEARING OF SOUTH 26°36'09" WEST, HAVING A CHORD LENGTH OF 553.13 FEET, TO SET A 1/2 INCH IRON ROD STAMPED "SAMES", FOR A NON-TANGENT CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;**
- 133) THENCE; SOUTH 13°06'53" WEST, A DISTANCE OF 409.84 FEET, TO SET A 1/2 INCH IRON ROD STAMPED "SAMES", FOR AN INTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;**
- 134) THENCE; SOUTH 00°00'56" EAST, AT A DISTANCE OF 100.00 FEET, PASS A FOUND DISK, A TOTAL DISTANCE OF 573.18 FEET, TO A POINT, FOR AN EXTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;**
- 135) THENCE; SOUTH 76°33'29" WEST, A DISTANCE OF 762.69 FEET, TO A POINT, FOR AN INTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;**
- 136) THENCE; SOUTH 68°53'57" WEST, A DISTANCE OF 233.81 FEET, TO A POINT, FOR AN EXTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;**
- 137) THENCE; NORTH 00°00'56" WEST, A DISTANCE OF 199.37 FEET, TO SET A 1/2 INCH IRON ROD STAMPED "SAMES", FOR AN INTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;**
- 138) THENCE; NORTH 88°47'42" WEST, A DISTANCE OF 302.33 FEET, TO A POINT, AT THE START OF A CURVE TO THE LEFT, FOR A NON-TANGENT CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;**
- 139) THENCE; WITH SAID CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 13.27 FEET, RADIUS OF 200.00, DELTA OF 3°48'00", CHORD BEARING OF SOUTH 89°18'17" WEST, HAVING A CHORD LENGTH OF 13.26 FEET, TO A POINT, FOR A NON-TANGENT CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;**
- 140) THENCE; SOUTH 87°16'04" WEST, A DISTANCE OF 179.21 FEET, TO SET A 1/2 INCH IRON ROD STAMPED "SAMES", FOR AN INTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;**
- 141) THENCE; SOUTH 23°14'12" WEST, A DISTANCE OF 559.38 FEET, TO SET A 1/2 INCH IRON ROD STAMPED "SAMES", FOR AN EXTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;**



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- 142) **THENCE;** SOUTH 54°22'12" WEST, A DISTANCE OF 837.92 FEET, TO SET A 1/2 INCH IRON ROD STAMPED "SAMES", FOR AN EXTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 143) **THENCE;** SOUTH 74°26'12" WEST, A DISTANCE OF 1,840.22 FEET, TO SET A 1/2 INCH IRON ROD STAMPED "SAMES", FOR AN INTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 144) **THENCE;** SOUTH 23°39'12" WEST, A DISTANCE OF 210.38 FEET, TO A POINT, FOR AN EXTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 145) **THENCE;** NORTH 40°31'36" WEST, A DISTANCE OF 526.98 FEET, TO A POINT, FOR AN EXTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 146) **THENCE;** NORTH 24°06'10" EAST, A DISTANCE OF 163.43 FEET, TO FOUND METAL DISK, FOR AN INTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 147) **THENCE;** NORTH 06°39'12" EAST, A DISTANCE OF 282.32 FEET, TO SET A 1/2 INCH IRON ROD STAMPED "SAMES", FOR AN INTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 148) **THENCE;** NORTH 74°33'53" WEST, A DISTANCE OF 1,059.88 FEET, TO SET A 1/2 INCH IRON ROD STAMPED "SAMES", AT THE START OF A CURVE TO THE LEFT, FOR A NON-TANGENT CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 149) **THENCE;** WITH SAID CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 783.89 FEET, RADIUS OF 1,940.00, DELTA OF 23°09'10", CHORD BEARING OF NORTH 86°08'26" WEST, HAVING A CHORD LENGTH OF 778.57 FEET, TO SET A 1/2 INCH IRON ROD STAMPED "SAMES", FOR A NON-TANGENT CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 150) **THENCE;** SOUTH 82°17'02" WEST, A DISTANCE OF 789.68 FEET, TO SET A 1/2 INCH IRON ROD STAMPED "SAMES", AT THE START OF A CURVE TO THE RIGHT, FOR A NON-TANGENT CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 151) **THENCE;** WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 278.53 FEET, RADIUS OF 2,059.85, DELTA OF 7°44'50", CHORD BEARING OF SOUTH 86°09'28" WEST, HAVING A CHORD LENGTH OF 278.31 FEET, TO SET A 1/2 INCH IRON ROD STAMPED "SAMES", FOR A NON-TANGENT CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 152) **THENCE;** NORTH 89°58'08" WEST, A DISTANCE OF 364.58 FEET, TO A FOUND 1/2 IRON ROD WITH CAP STAPED "FISH AND WILD LIFE SERVICES", FOR AN INTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;



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- 153) THENCE; SOUTH 00°05'58" WEST, A DISTANCE OF 334.00, TO A POINT, FOR AN EXTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 154) THENCE; NORTH 57°23'06" WEST, A DISTANCE OF 305.18 FEET, TO A POINT, FOR AN EXTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 155) THENCE; NORTH 21°20'29" WEST, A DISTANCE OF 200.01 FEET, TO A POINT, FOR AN EXTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 156) THENCE; NORTH 07°16'25" WEST, A DISTANCE OF 629.51 FEET, TO A POINT, FOR AN INTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 157) THENCE; NORTH 11°48'38" WEST, A DISTANCE OF 500.20 FEET, TO A POINT, FOR AN EXTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 158) THENCE; NORTH 09°03'29" EAST, A DISTANCE OF 122.26 FEET, TO A POINT, FOR AN INTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 159) THENCE; NORTH 24°43'16" WEST, A DISTANCE OF 120.75 FEET, TO A POINT, FOR AN EXTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 160) THENCE; NORTH 07°50'29" WEST, A DISTANCE OF 100.00 FEET, TO A POINT, FOR AN INTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 161) THENCE; NORTH 30°49'13" WEST, A DISTANCE OF 86.68 FEET, TO A POINT, FOR AN EXTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 162) THENCE; NORTH 19°24'52" WEST, A DISTANCE OF 152.00 FEET, TO A POINT, FOR AN INTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 163) THENCE; NORTH 47°30'50" WEST, A DISTANCE OF 94.59 FEET, TO A POINT, FOR A CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 164) THENCE; NORTH 78°04'52" WEST, A DISTANCE OF 132.00 FEET, TO A POINT, FOR AN EXTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 165) THENCE; NORTH 66°27'25" WEST, A DISTANCE OF 87.32 FEET, TO A POINT, FOR AN INTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 166) THENCE; SOUTH 89°54'35" WEST, A DISTANCE OF 28.79 FEET, TO A POINT, FOR AN EXTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;



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- 167) THENCE; NORTH 75°40'52" WEST, A DISTANCE OF 38.96 FEET, TO A POINT, FOR A CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;**
- 168) THENCE; NORTH 80°35'04" WEST, A DISTANCE OF 147.98 FEET, TO A POINT, FOR A CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;**
- 169) THENCE; NORTH 87°07'04" WEST, A DISTANCE OF 168.34 FEET, TO A POINT, FOR AN INTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;**
- 170) THENCE; SOUTH 82°21'11" WEST, A DISTANCE OF 149.48 FEET, TO A POINT, FOR AN INTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;**
- 171) THENCE; SOUTH 69°37'46" WEST, A DISTANCE OF 320.55 FEET, TO A POINT, FOR AN ANGLE POINT OF THIS HEREIN DESCRIBED TRACT OF LAND;**
- 172) THENCE; SOUTH 50°22'19" WEST, A DISTANCE OF 470.03 FEET, TO A POINT, FOR AN INTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;**
- 173) THENCE; SOUTH 45°33'20" WEST, A DISTANCE OF 95.10 FEET, TO A POINT, FOR AN INTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;**
- 174) THENCE; SOUTH 43°17'26" WEST, A DISTANCE OF 325.01 FEET, TO A POINT, FOR AN EXTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;**
- 175) THENCE; SOUTH 46°48'08" WEST, A DISTANCE OF 195.29 FEET, TO A POINT, FOR AN EXTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;**
- 176) THENCE; SOUTH 50°20'13" WEST, A DISTANCE OF 533.05 FEET, TO A POINT, FOR AN EXTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;**
- 177) THENCE; SOUTH 54°34'53" WEST, A DISTANCE OF 408.25 FEET, TO A POINT, FOR AN EXTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;**
- 178) THENCE; SOUTH 59°02'47" WEST, A DISTANCE OF 125.57 FEET, TO A POINT, FOR AN INTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;**
- 179) THENCE; SOUTH 53°35'16" WEST, A DISTANCE OF 152.77 FEET, TO A POINT, FOR AN EXTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;**



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- 180) THENCE; SOUTH 73°06'31" WEST, A DISTANCE OF 95.92 FEET, TO A POINT, FOR AN INTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;**
- 181) THENCE; SOUTH 53°20'48" WEST, A DISTANCE OF 205.00 FEET, TO A POINT, FOR AN INTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;**
- 182) THENCE; SOUTH 06°36'33" EAST, A DISTANCE OF 38.85 FEET, TO A POINT, FOR AN EXTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;**
- 183) THENCE; SOUTH 53°25'09" WEST, A DISTANCE OF 101.87 FEET, TO A POINT, FOR INTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;**
- 184) THENCE; SOUTH 48°18'47" WEST, A DISTANCE OF 106.86 FEET, TO A POINT, FOR AN EXTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;**
- 185) THENCE; SOUTH 63°48'27" WEST, A DISTANCE OF 100.18 FEET, TO A POINT, FOR AN EXTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;**
- 186) THENCE; SOUTH 74°23'49" WEST, A DISTANCE OF 75.58 FEET, TO A POINT, FOR AN EXTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;**
- 187) THENCE; NORTH 21°44'29" WEST, A DISTANCE OF 249.72 FEET, TO A POINT, FOR AN EXTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;**
- 188) THENCE; NORTH 68°15'41" EAST, A DISTANCE OF 25.81 FEET, TO A POINT, FOR AN INTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;**
- 189) THENCE; NORTH 21°22'28" WEST, A DISTANCE OF 329.71 FEET, TO A POINT, FOR AN INTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;**
- 190) THENCE; NORTH 21°22'28" WEST, A DISTANCE OF 60.04 FEET, TO A POINT, FOR AN INTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;**
- 191) THENCE; NORTH 66°34'51" EAST, A DISTANCE OF 5.67 FEET, TO A POINT, FOR AN EXTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;**
- 192) THENCE; NORTH 21°00'07" WEST, A DISTANCE OF 136.12 FEET, TO A POINT, FOR AN EXTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;**
- 193) THENCE; NORTH 68°36'24" EAST, A DISTANCE OF 26.44 FEET, TO A POINT, FOR AN INTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;**



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- 194) THENCE; NORTH 59°15'38" EAST, A DISTANCE OF 1,041.18 FEET, "FISH AND WILD LIFE SERVICES", FOR AN INTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;**
- 195) THENCE; NORTH 51°05'15" EAST, A DISTANCE OF 618.94 FEET, TO A FOUND METAL DISK, FOR AN INTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;**
- 196) THENCE; NORTH 42°56'17" EAST, A DISTANCE OF 642.48 FEET, TO A FOUND METAL DISK STAMPED "TR-209", FOR AN INTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;**
- 197) THENCE; NORTH 21°42'40" WEST, A DISTANCE OF 255.17 FEET, TO A POINT, FOR AN INTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;**
- 198) THENCE; NORTH 66°30'31" WEST, A DISTANCE OF 59.71 FEET, TO A POINT, FOR AN INTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;**
- 199) THENCE; SOUTH 68°17'45" WEST, A DISTANCE OF 254.16 FEET, AT THE START OF A CURVE TO THE RIGHT, TO A FOUND 1/2 INCH IRON ROAD, FOR A NON-TANGENT CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;**
- 200) THENCE; WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 535.59 FEET, RADIUS OF 2,946.28, DELTA OF 10°25'00", CHORD BEARING OF SOUTH 72°52'49" WEST, HAVING A CHORD LENGTH OF 534.86 FEET, TO A FOUND 1/2 INCH IRON ROAD, FOR A NON-TANGENT CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;**
- 201) THENCE; SOUTH 78°42'35" WEST, A DISTANCE OF 4,058.07 FEET, TO A FOUND 1/2 INCH IRON ROAD, AT THE START OF A CURVE TO THE RIGHT, FOR AN ANGLE POINT OF THIS HEREIN DESCRIBED TRACT OF LAND;**
- 202) THENCE; WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 184.87 FEET, RADIUS OF 1,429.91, DELTA OF 7°24'30", CHORD BEARING OF SOUTH 84°06'14" WEST, HAVING A CHORD LENGTH OF 184.74 FEET, TO A POINT, FOR A NON-TANGENT CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;**
- 203) THENCE; SOUTH 45°27'16" WEST, A DISTANCE OF 76.58 FEET, TO A POINT, FOR AN INTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;**
- 204) THENCE; SOUTH 00°27'16" WEST, A DISTANCE OF 380.06 FEET, TO SET A 1/2 INCH IRON ROD STAMPED "SAMES", FOR AN EXTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;**



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- 205) THENCE; SOUTH 80°10'57" WEST, A DISTANCE OF 393.46 FEET, TO A POINT, FOR AN EXTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;**
- 206) THENCE; NORTH 00°18'53" WEST, A DISTANCE OF 552.43 FEET, TO A FOUND METAL DISK, FOR AN EXTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;**
- 207) THENCE; NORTH 72°01'34" WEST, A DISTANCE OF 90.35 FEET, TO A FOUND 1/2 INCH IRON ROD WITH A YELLOW CAP, FOR AN EXTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;**
- 208) THENCE; SOUTH 00°18'53" EAST, A DISTANCE OF 595.14 FEET, TO SET A 1/2 INCH IRON ROD STAMPED "SAMES", FOR AN EXTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;**
- 209) THENCE; SOUTH 80°10'57" WEST, A DISTANCE OF 200.77 FEET, TO SET A 1/2 INCH IRON ROD STAMPED "SAMES", FOR AN EXTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;**
- 210) THENCE; NORTH 75°32'01" WEST, A DISTANCE OF 1,185.12 FEET, TO SET A 1/2 INCH IRON ROD STAMPED "SAMES", FOR AN EXTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;**
- 211) THENCE; NORTH 40°54'20" EAST, A DISTANCE OF 851.02 FEET, TO SET A 1/2 INCH IRON ROD STAMPED "SAMES", FOR AN INTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;**
- 212) THENCE; NORTH 71°52'15" WEST, A DISTANCE OF 97.93 FEET, TO SET A 1/2 INCH IRON ROD STAMPED "SAMES", FOR AN INTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;**
- 213) THENCE; SOUTH 48°48'05" WEST, A DISTANCE OF 930.26 FEET, TO SET A 1/2 INCH IRON ROD STAMPED "SAMES", FOR AN EXTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;**
- 214) THENCE; NORTH 75°32'22" WEST, A DISTANCE OF 969.08 FEET, TO SET A 1/2 INCH IRON ROD STAMPED "SAMES", FOR AN INTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;**
- 215) THENCE; SOUTH 84°59'39" WEST, A DISTANCE OF 681.71 FEET, TO SET A 1/2 INCH IRON ROD STAMPED "SAMES", FOR AN INTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;**
- 216) THENCE; SOUTH 69°45'34" WEST, A DISTANCE OF 1,241.54 FEET, TO SET A 1/2 INCH IRON ROD STAMPED "SAMES", FOR AN EXTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;**
- 217) THENCE; NORTH 16°26'01" WEST, A DISTANCE OF 1,016.88 FEET, TO SET A 1/2 INCH IRON ROD STAMPED "SAMES", FOR AN INTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;**



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- 218) THENCE;** SOUTH 73°37'45" WEST, A DISTANCE OF 1,772.08 FEET, TO A FOUND 1/2 INCH IRON ROD, AT THE START OF A CURVE TO THE RIGHT, FOR A NON-TANGENT CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 219) THENCE;** WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 345.84 FEET, RADIUS OF 1,010.74 FEET, DELTA OF 19°36'20", CHORD BEARING OF SOUTH 83°29'46" WEST, HAVING A CHORD LENGTH OF 344.15 FEET, TO A FOUND 1/2 INCH IRON ROD, FOR A NON-TANGENT CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 220) THENCE;** NORTH 86°45'15" WEST, A DISTANCE OF 1,573.44 FEET, TO A FOUND 5/8 INCH IRON ROD, FOR AN INTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 221) THENCE;** SOUTH 03°14'45" WEST, A DISTANCE OF 50.00 FEET, TO SET A 1/2 INCH IRON ROD STAMPED "SAMES", FOR AN EXTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 222) THENCE;** NORTH 86°45'15" WEST, A DISTANCE OF 1,000.00 FEET, TO SET A 1/2 INCH IRON ROD STAMPED "SAMES", FOR AN EXTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 223) THENCE;** NORTH 03°14'45" EAST, A DISTANCE OF 50.00 FEET, TO A FOUNF 5/8 INCH IRON ROD, FOR AN INTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 224) THENCE;** NORTH 86°45'15" WEST, A DISTANCE OF 804.45 FEET, TO A FOUND METAL DISK, AT THE START OF A CURVE TO THE LEFT, FOR A NON-TANGNT CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 225) THENCE;** WITH SAID CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 723.83 FEET, RADIUS OF 1,382.70, DELTA OF 29°59'40", CHORD BEARING OF SOUTH 78°14'34" WEST, HAVING A CHORD LENGTH OF 715.59 FEET, TO A FOUND 1/2 INCH IRON ROD, FOR A NON-TANGENT CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 226) THENCE;** SOUTH 63°14'45" WEST, A DISTANCE OF 187.10 FEET, TO A FOUND 5/8 INCH IRON ROD, AT THE START OF A CURVE TO THE RIGHT, FOR A NON-TANGENT CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 227) THENCE;** WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 471.57 FEET, RADIUS OF 1,960.10, DELTA OF 13°47'00, CHORD BEARING OF SOUTH 70°08'32" WEST, HAVING A CHORD LENGTH OF 470.43 FEET, TO A FOUND 5/8 INCH IRON ROD, FOR A NON-TANGENT CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 228) THENCE;** NORTH 12°57'56" WEST, A DISTANCE OF 100.00 FEET, TO THE **POINT OF BEGINNING**, CONTAINING A 927.87 ACRE (1.44 SQ. MI.) ACRE TRACT OF LAND, MORE OR LESS.



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**SAVE AND EXCEPT:**

**TRACT I:**

A 2.00 ACRE TRACT OF LAND, MORE OR LESS, COMPRISED OF AN 1 ACRE TRACT OF LAND, CONVEYED TO WILLIAM E. MOONEY AND MARIA H. MOONEY, AS RECORDED IN DOCUMENT NUMBER 2022-16457, OFFICIAL DEED RECORDS, CAMERON COUNTY, TEXAS, COMPRISED OF AN 1 ACRE TRACT OF LAND, CONVEYED TO JESUS ABETE AND LILY ABETE, AS RECORDED IN VOLUME 6450, PAGE 80, OUT OF 47.79 ACRE TRACT OF LAND, AS RECORDED IN VOLUME 1248, PAGE 303, OFFICIAL DEED RECORDS OF CAMERON COUNTY, TEXAS, OUT OF THE SAN MARTIN GRANT, SHARE NO. 3, CAMERON COUNTY, TEXAS, SAID 2.00 ACRE TRACT AND BEING MORE PARTICULARLY LOCATED AND JOINTLY DESCRIBED AS FOLLOW:

**COMMENCING;** AT A FOUND 1/2 INCH IRON ROD, AT THE COMMON CORNERS OF A 10.26 ACRE TRACT OF LAND, CONVEYED TO SPACE EXPLORATION TECHNOLOGIES CORP., AS RECORDED IN DOCUMENT NUMBER 2021-35713, AND AN 1 ACRE TRACT OF LAND, CONVEYED TO WILLIAM E. MOONEY AND MARIA H. MOONEY, AS RECORDED IN DOCUMENT NUMBER 2022-16457, ALSO BEING ON THE SOUTH RIGHT OF WAY LINE OF S.H. NO. 4, FOR THE **POINT OF BEGINNING** AND HAVING A GRID COORDINATE OF **N=16514555.1817', E=1397618.8984'**, FOR THE NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

- 1) **THENCE;** NORTH 73°41'09" EAST, ALONG THE SOUTH RIGHT OF WAY LINE OF STATE HIGHWAY 4, AT A DISTANCE OF 108.90 FEET, PASS A FOUND 1/2 INCH IRON ROD, A TOTAL DISTANCE OF 217.83, TO A FOUND 1/2 INCH IRON ROD WITH ORANGE CAP, FOR THE NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 2) **THENCE;** SOUTH 16°26'44" EAST, A DISTANCE OF 399.64 FEET, TO A FOUND 1 INCH IRON PIPE, FOR THE SOUTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 3) **THENCE;** SOUTH 73°33'08" WEST, AT A DISTANCE OF 109.40 FEET, PASS A FOUND 1/2 INCH IRON ROD, A TOTAL DISTANCE OF 217.91 FEET, TO A POINT, FOR THE SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 4) **THENCE;** NORTH 16°26'01" WEST, A DISTANCE OF 400.15 FEET, TO THE **POINT OF BEGINNING**, CONTAINING A 2.00 ACRE TRACT OF LAND, MORE OR LESS.



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**TRACT II:**

A 0.57 ACRE TRACT OF LAND, MORE OR LESS, OUT OF 47.79 ACRE TRACT OF LAND, AS RECORDED IN VOLUME 1248, PAGE 303, OFFICIAL DEED RECORDS OF CAMERON COUNTY, TEXAS, OUT OF THE SAN MARTIN GRANT, SHARE NO. 3, CAMERON COUNTY, TEXAS, CONVEYED TO PASCUAL MORALES, AS RECORDED IN VOLUME 2345, PAGE 61, OFFICIAL DEED, RECORDS CAMERON COUNTY, TEXAS, SAID 0.57 ACRE TRACT AND BEING MORE PARTICULARLY LOCATED AND DESCRIBED AS FOLLOW:

**COMMENCING;** AT A FOUND 1/2 INCH IRON ROD, AT THE NORTHWEST CORNER OF A 0.8 ACRE TRACT OF LAND, CONVEYED TO SPACE EXPLORATION TECHNOLOGIES CORP., AS RECORDED IN DOCUMENT NUMBER 2021-38418, ALSO BEING ON THE SOUTH RIGHT OF WAY LINE OF S.H. NO. 4, **THENCE;** SOUTH 16°26'01" EAST, A DISTANCE OF 440.13 FEET, TO A FOUND 1/2 INCH IRON ROD WITH YELLOW CAP, FOR THE **POINT OF BEGINNING** AND HAVING A GRID COORDINATE OF **N=16514248.4697', E=1398136.4017'**, FOR THE NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

- 1) **THENCE;** CONTINUING SOUTH 16°26'01" EAST, A DISTANCE OF 145.45 FEET, TO A FOUND 1/2 INCH IRON ROD WITH YELLOW CAP, FOR THE SOUTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 2) **THENCE;** SOUTH 69°45'34" WEST, A DISTANCE OF 97.45 FEET, TO A FOUND 1/2 INCH IRON ROD, AT THE START OF A CURVE TO THE RIGHT, FOR A NON-TANGENT CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 3) **THENCE;** WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 119.39 FEET, RADIUS OF 72.92, DELTA OF 93°48'30", CHORD BEARING OF NORTH 63°20'10" WEST, HAVING A CHORD LENGTH OF 106.49 FEET, TO A POINT, FOR A NON-TANGENT CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 4) **THENCE;** NORTH 16°26'01" WEST, A DISTANCE OF 79.16 FEET, TO A POINT, FOR THE NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 5) **THENCE;** NORTH 73°33'59" EAST, A DISTANCE OF 175.00 FEET, TO THE **POINT OF BEGINNING**, AND CONTAINING A 0.57 ACRE TRACT OF LAND, MORE OR LESS.



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**TRACT III:**

A 0.48 ACRE TRACT OF LAND, MORE OR LESS, OUT OF 47.79 ACRE TRACT OF LAND, AS RECORDED IN VOLUME 1248, PAGE 303, OFFICIAL DEED RECORDS OF CAMERON COUNTY, TEXAS, OUT OF THE SAN MARTIN GRANT, SHARE NO. 3, CAMERON COUNTY, TEXAS, CONVEYED TO MARTHA D. KEITH, AS RECORDED IN DOCUMENT NUMBER 2021-37345, OFFICIAL DEED, RECORDS CAMERON COUNTY, TEXAS, SAID 0.48 ACRE TRACT AND BEING MORE PARTICULARLY LOCATED AND DESCRIBED AS FOLLOW:

**COMMENCING;** AT A FOUND 1/2 INCH IRON ROD, AT THE NORTHWEST CORNER OF A 0.8 ACRE TRACT OF LAND, CONVEYED TO SPACE EXPLORATION TECHNOLOGIES CORP., AS RECORDED IN DOCUMENT NUMBER 2021-38418, ALSO BEING ON THE SOUTH RIGHT OF WAY LINE OF S.H. NO. 4, **THENCE;** SOUTH 16°26'01" EAST, A DISTANCE OF 119.13 FEET, TO A FOUND 1/2 INCH IRON ROD WITH YELLOW CAP, FOR THE **POINT OF BEGINNING** AND HAVING A GRID COORDINATE OF **N=16514479.6245', E=1398068.2222'**, FOR THE NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

- 1) **THENCE;** NORTH 73°33'59" EAST, A DISTANCE OF 175.00 FEET, TO A POINT, FOR THE NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 2) **THENCE;** SOUTH 16°26'01" EAST, A DISTANCE OF 120.00 FEET, TO A POINT, FOR THE SOUTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 3) **THENCE;** SOUTH 73°33'59" WEST, A DISTANCE OF 175.00 FEET, TO A POINT, FOR THE SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 4) **THENCE;** NORTH 16°26'01" WEST, A DISTANCE OF 120.00 FEET, TO THE **POINT OF BEGINNING**, CONTAINING A 0.48 OF AN ACRE TRACT OF LAND, MORE OR LESS.



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**TRACT IV:**

A 0.54 ACRE TRACT OF LAND, MORE OR LESS, OUT OF 47.79 ACRE TRACT OF LAND, AS RECORDED IN VOLUME 1248, PAGE 303, OFFICIAL DEED RECORDS OF CAMERON COUNTY, TEXAS, OUT OF THE SAN MARTIN GRANT, SHARE NO. 3, CAMERON COUNTY, TEXAS, CONVEYED TO DOLORES CISNEROS EMERSON, AS RECORDED IN DOCUMENT NUMBER 2023-20486, OFFICIAL DEED, RECORDS CAMERON COUNTY, TEXAS, SAID 0.54 ACRE TRACT AND BEING MORE PARTICULARLY LOCATED AND DESCRIBED AS FOLLOW:

**COMMENCING;** AT A FOUND 1/2 INCH IRON ROD, AT THE NORTHEAST CORNER OF A 0.8 ACRE TRACT OF LAND, CONVEYED TO SPACE EXPLORATION TECHNOLOGIES CORP., AS RECORDED IN DOCUMENT NUMBER 2021-38418, ALSO BEING ON THE SOUTH RIGHT OF WAY LINE OF S.H. NO. 4, **THENCE;** NORTH 73°37'45" EAST, A DISTANCE OF 60.00 FEET, AT A POINT LYING AT THE SAID HIGHWAY, **THENCE;** SOUTH 16°26'01" EAST A DISTANCE OF 50.00 FEET, TO A POINT, FOR THE **POINT OF BEGINNING** AND HAVING A GRID COORDINATE OF N= 16514719.9444', E=1398179.7727', FOR THE NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

- 1) **THENCE;** NORTH 73°33'59" EAST, A DISTANCE OF 150.00 FEET, TO A POINT, FOR THE NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 2) **THENCE;** SOUTH 16°26'01" EAST, A DISTANCE OF 150.00 FEET, TO A FOUND 1/2 INCH IRON ROD, FOR THE SOUTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 3) **THENCE;** SOUTH 73°33'59" WEST, A DISTANCE OF 150.00 FEET, TO A POINT, FOR THE SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
- 4) **THENCE;** NORTH 16°26'01" WEST, A DISTANCE OF 150.00 FEET, TO THE **POINT OF BEGINNING**, CONTAINING A 0.54 OF AN ACRE TRACT OF LAND, MORE OR LESS.

**TRACT V:**

A 0.50 ACRE TRACT OF LAND, MORE OR LESS, OUT OF 47.79 ACRE TRACT OF LAND, AS RECORDED IN VOLUME 1248, PAGE 303, OFFICIAL DEED RECORDS OF CAMERON COUNTY, TEXAS, OUT OF THE SAN MARTIN GRANT, SHARE NO. 3, CAMERON COUNTY, TEXAS, CONVEYED TO LETICIA LERMA, AS RECORDED IN DOCUMENT NUMBER 2019-931192, OFFICIAL DEED, RECORDS CAMERON COUNTY, TEXAS, SAID 0.50 ACRE TRACT AND BEING MORE PARTICULARLY LOCATED AND DESCRIBED AS FOLLOW:

**COMMENCING;** AT A FOUND 1/2 INCH IRON ROD, AT THE NORTHEAST CORNER OF A 0.8 ACRE TRACT OF LAND, CONVEYED TO SPACE EXPLORATION TECHNOLOGIES CORP., AS RECORDED IN DOCUMENT NUMBER 2021-38418, ALSO BEING ON THE SOUTH RIGHT OF WAY LINE OF S.H. NO. 4, **THENCE;** NORTH 73°37'45" EAST, AT A DISTANCE OF 502.40 FEET, PASS A MONUMENT LYING AT THE SOUTH RIGHT OF WAY LINE OF S.H. NO. 4, AT THE START OF A CURVE TO THE RIGHT, **THENCE;** WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 72.91 FEET, RADIUS OF 914.80, DELTA OF 4°34'00", CHORD



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BEARING OF NORTH 75°20'29" EAST, HAVING A CHORD LENGTH OF 72.89 FEET, TO A FOUND 1/2 INCH IRON ROD WITH YELLOW CAP, FOR THE **POINT OF BEGINNING** AND HAVING A GRID COORDINATE OF **N=16514879.1227', E=1398729.3274'**, FOR THE NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

- 1) **THENCE; ALONG THE CURVE TO THE RIGHT, ALSO ALOGN WITH THE SAID SOUTH RIGHT OF WAY LINE OF S.H. NO. 4, HAVING AN ARC LENGTH OF 150.29.91 FEET, RADIUS OF 1,480.29, DELTA OF 5°49'00", CHORD BEARING OF NORTH 81°06'15" EAST, HAVING A CHORD LENGTH OF 150.22 FEET, TO A FOUND 1/2 INCH IRON ROD WITH CAP STAMPED "544-3022", FOR THE NORTEAST CORNER OF THIS TRACT;**
- 2) **THENCE; SOUTH 03°38'47" EAST, A DISTANCE OF 155.33 FEET, TO A POINT, FOR THE SOUTHEAST CORNER OF THIS TRACT;**
- 3) **THENCE; SOUTH 74°22'09" WEST, A DISTANCE OF 116.93 FEET, TO A POINT, FOR THE SOUTHWEST CORNER OF THIS TRACT;**
- 4) **THENCE; NORTH 15°37'51" WEST, A DISTANCE OF 169.56 FEET, TO THE **POINT OF BEGINNING**, CONTAINING A 0.50 OF AN ACRE TRACT OF LAND, MORE OR LESS.**

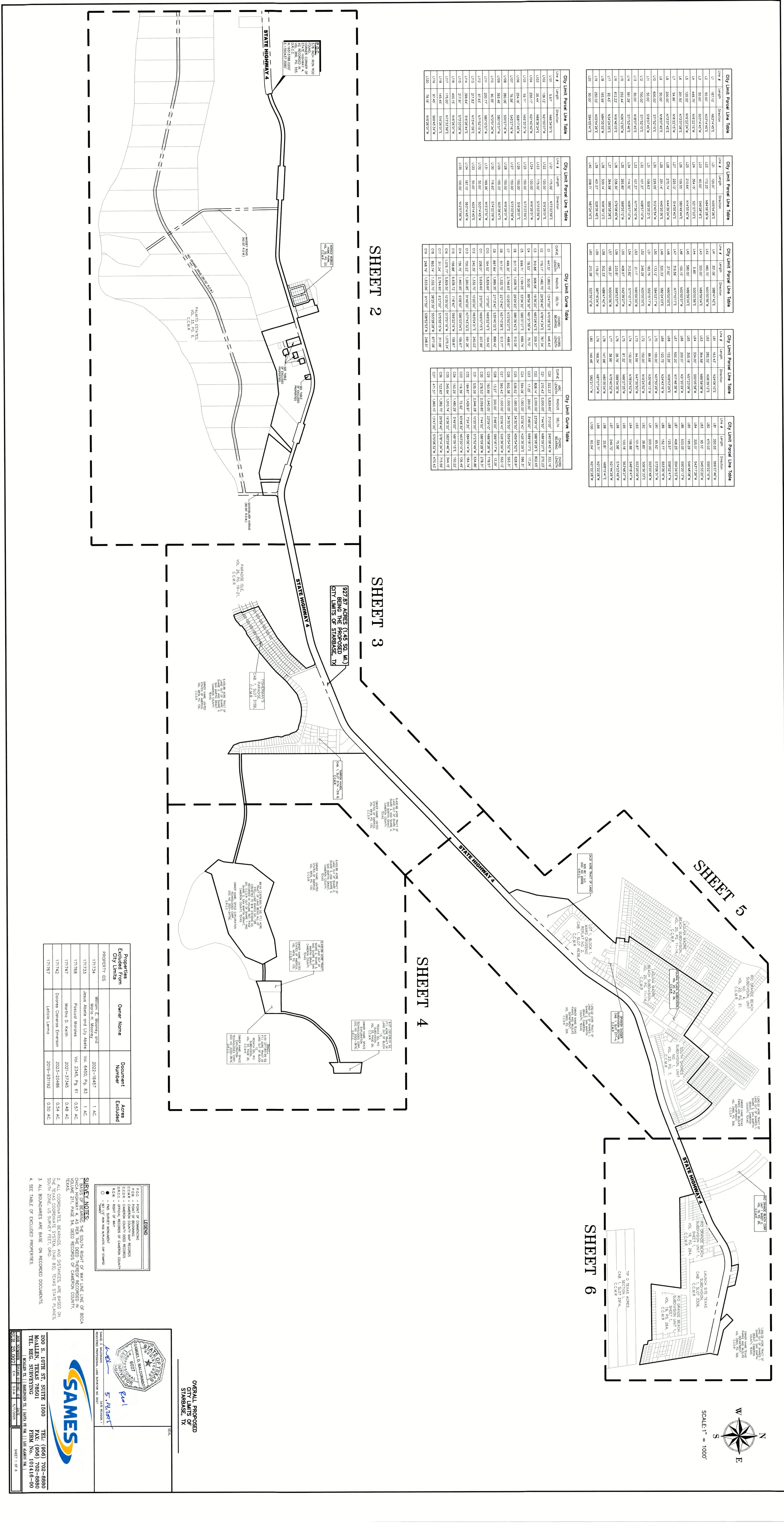
ALL BEARINGS AND DISTANCES ARE BASED ON THE TEXAS COORDINATE SYSTEM (NAD 83), TEXAS STATE PLANES, SOUTH ZONE, U.S. SURVEY FEET, GRID. BEARINGS AND DISTANCES IN PARENTHESIS ARE BASED ON RECORDED PLAT OR DOCUMENT.

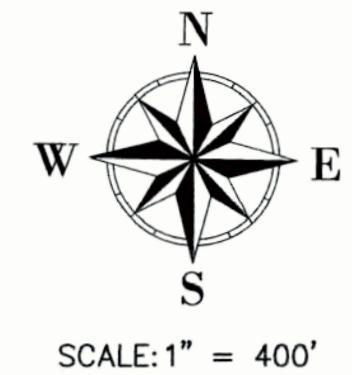
I, SAMUEL D. MALDONADO, R.P.L.S. CERTIFY THAT THE ABOVE METES AND BOUNDS ARE TRUE AND IS THE RESULT OF AN ACTUAL SURVEY PERFORMED UNDER MY DIRECTION.

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

5.14.2025  
DATE REVISION 1







City Limit Parcel Line Table		
Line #	Length	Direction
L1	187.10'	N63°14'45"E
L2	50.00'	N031°45'W
L3	50.00'	S031°45'W
L4	449.75'	N162°21'5" W
L5	120.00'	N162°24'W
L6	201.50'	N162°27'08"E
L7	54.96'	N162°21'5" W
L8	200.00'	N173°27'45"E
L9	50.00'	N180°7'45"E
L10	600.00'	S171°21'5" W
L11	50.00'	S180°7'45"W
L12	700.00'	S171°21'5" W
L13	50.00'	N180°7'45"E
L14	561.28'	S171°34'45"E
L15	252.44'	N261°25'5" W
L16	612.23'	N164°45'5" W
L17	92.43'	N34°24'05"E
L18	165.99'	N840°55'5" W
L19	250.02'	N055°48'5" E
L20	90.00'	N84°05'41"E
L40	208.71'	N87°24'16"E

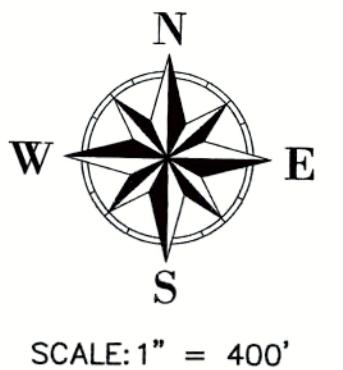
City Limit Parcel Line Table		
Line #	Length	Direction
L21	120.01'	N055°47'42"E
L22	480.70'	N06°39'12"E
L23	60.00'	S49°28'18"E
L24	354.15'	S21°27'03"E
L25	210.64'	N14°54'40"W
L26	109.55'	N00°00'57"E
L27	225.12'	S14°55'40"E
L28	270.74'	N44°39'42"E
L29	291.14'	N45°20'36"E
L30	229.05'	S12°40'54"W
L31	108.63'	S09°35'21"W
L32	107.37'	N08°57'10"W
L33	107.37'	N77°36'10"W
L34	114.32'	N08°57'10"W
L35	265.80'	S68°55'12"W
L36	338.30'	S79°08'45"W
L37	364.58'	S89°58'08"E
L38	165.99'	N06°39'12"E
L39	401.57'	S28°36'48"E
L40	208.71'	N87°24'16"E

City Limit Parcel Line Table		
Line #	Length	Direction
L41	301.06'	S88°47'42"E
L42	480.70'	N00°00'56"W
L43	320.00'	N89°59'04"E
L44	5.85'	S00°00'58"W
L45	580.00'	N57°23'06"W
L46	100.15'	N00°00'57"E
L47	319.56'	N77°10'17"W
L48	27.92'	N90°00'00"E
L49	320.33'	S82°24'03"E
L50	173.12'	S84°03'17"W
L51	183.79'	S52°15'17"W
L52	249.29'	N00°00'00"E
L53	211.7'	N90°00'00"E
L54	312.82'	S77°10'17"W
L55	408.97'	S42°39'27"W
L56	233.81'	S68°53'57"W
L57	199.37'	N00°00'56"W
L58	302.33'	S88°47'42"W
L59	179.21'	S28°36'48"E
L60	210.38'	S82°21'11"W

City Limit Parcel Line Table		
Line #	Length	Direction
L61	163.43'	N24°06'10"E
L62	282.32'	S06°39'12"E
L63	364.58'	N89°58'08"E
L64	334.00'	S00°00'58"W
L65	305.18'	N57°23'06"W
L66	200.01'	N21°20'29"W
L67	500.20'	N11°48'38"W
L68	408.25'	S54°34'53"W
L69	122.26'	N09°03'29"E
L70	100.00'	N07°50'29"W
L71	86.68'	S30°49'13"W
L72	152.00'	N19°24'52"E
L73	101.87'	S55°25'09"W
L74	132.00'	N78°04'52"W
L75	87.32'	N66°27'25"W
L76	28.79'	S89°54'35"W
L77	38.96'	N75°40'52"W
L78	147.98'	N86°35'04"W
L79	168.34'	S87°07'04"W
L80	149.48'	S82°21'11"W
L100	60.04'	N21°22'28"W

City Limit Curve Table					
CURVE	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	447.51'	1,860.10'	13°47'00"	N70°09'32"E	446.43'
C2	322.23'	5,829.60'	31°00'00"	S45°08'45"W	322.19'
C3	270.43'	2,000.00'	74°45'	N86°09'27"E	270.23'
C4	310.88'	908.58'	19°36'20"	N82°28'42"E	309.37'
C5	78.53'	50.00'	89°59'30"	N61°21'58"W	70.70'
C6	517.73'	1,008.79'	29°24'20"	S86°39'42"E	512.06'
C7	499.30'	2,746.63'	102°50'00"	N72°50'27"E	498.61'
C8	517.01'	1,332.70'	221°34'04"	N57°10'56"E	513.77'
C9	897.84'	1,889.39'	27°34'40"	S35°40'32"E	889.42'
C10	164.52'	5,829.60'	13°70'00"	N69°22'16"E	164.52'
C11	208.01'	5,629.60'	20°35'00"	N69°07'15"E	207.99'
C12	240.35'	1,332.70'	102°00'00"	N65°04'21"E	240.03'
C13	156.75'	1,460.95'	31°49'00"	S77°43'52"E	161.26'
C14	158.88'	6,938.72'	119°40'00"	S69°22'16"E	158.87'
C15	1,076.77'	5,829.50'	103°50'00"	S73°51'16"E	1,075.24'
C16	311.24'	7,684.07'	67°70'00"	S75%51'15"	311.05'
C17	893.74'	1,332.70'	38°25'30"	S53°28'28"W	877.08'
C18	248.79'	1,533.06'	91°75'50"	S38°52'53"W	248.51'

City Limit Curve Table					
CURVE	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	447.51'	1,860.10'	13°47'00"	N70°09'32"E	446.43'
C2	322.23'	5,829.60'	31°00'00"	S45°08'45"W	322.19'
C3	270.43'	2,000.00'	74°45'	N86°09'27"E	270.23'
C4	310.88'	908.58'	19°36'20"	N82°28'42"E	309.37'
C5	78.53'	50.00'	89°59'30"	N61°21'58"W	70.70'
C6	517.73'	1,008.79'	29°24'20"	S86°39'42"E	512.06'
C7	499.30'	2,746.63'	102°50'00"	N72°50'27"E	498.61'
C8	517.01'	1,332.70'	221°34'04"	N57°10'56"E	513.77'
C9	897.84'	1,889.39'	27°34'40"	S35°40'32"E	889.42'
C10	164.52'	5,829.60'	13°70'00"	N69°22'16"E	164.52'
C11	208.01'	5,629.60'	20°35'00"	N69°07'15"E	207.99'
C12	240.35'	1,332.70'	102°00'00"	N65°04'21"E	240.03'
C13	156.75'	1,460.95'	31°49'00"	S77°43'52"E	161.26'
C14	158.88'	6,938.72'	119°40'00"	S69°22'16"E	158.87'
C15	1,076.77'	5,829.50'	103°50'00"	S73°51'16"E	1,075.24'
C16	311.24'	7,684.07'	67°70'00"	S75%51'15"	311.05'
C17	893.74'	1,332.70'	38°25'30"	S53°28'28"W	877.08'
C18	248.79'	1,533.06'	91°75'50"	S38°52'53"W	248.51'



SCALE: 1" = 400'

City Limit Parcel Line Table		
Line #	Length	Direction
L1	187.10'	N63°14'45"E
L2	50.00'	N03°14'45"E
L3	50.00'	S03°14'45"W
L4	449.75'	N16°22'15"W
L5	120.00'	N16°22'24"W
L6	201.50'	N73°37'08"E
L7	54.96'	N16°22'15"W
L8	200.00'	N73°37'45"E
L9	50.00'	N18°07'45"E
L10	60.00'	S71°52'15"E
L11	50.00'	N18°07'45"W
L12	700.00'	S71°52'15"E
L13	50.00'	N18°07'45"E
L14	561.28'	S71°53'46"E
L15	252.44'	N26°12'55"W
L16	612.23'	N16°46'05"E
L17	92.43'	N34°24'05"E
L18	165.99'	N84°05'55"W
L19	250.02'	N05°54'26"E
L20	90.00'	S84°05'41"E

City Limit Parcel Line Table		
Line #	Length	Direction
L21	120.01'	N05°54'26"E
L22	172.25'	N84°06'28"W
L23	60.00'	S49°28'18"E
L24	354.15'	S21°27'33"E
L25	210.64'	N14°55'40"E
L26	109.55'	S80°49'44"E
L27	225.12'	S14°55'40"E
L28	270.74'	N44°39'24"W
L29	251.14'	N45°20'36"E
L30	229.05'	S12°40'54"W
L31	108.63'	S09°35'21"E
L32	107.37'	N08°57'10"W
L33	107.37'	N77°36'10"W
L34	114.32'	N08°57'10"W
L35	265.97'	S21°27'33"E
L36	338.30'	S79°08'45"W
L37	384.58'	S89°58'08"E
L38	500.14'	N06°39'21"E
L39	401.57'	S28°36'48"E
L40	208.71'	N87°07'04"W

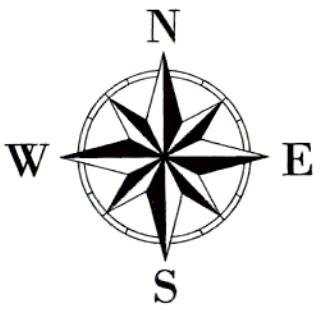
City Limit Parcel Line Table		
Line #	Length	Direction
L41	301.06'	N24°06'10"E
L42	480.70'	N06°39'26"E
L43	320.00'	N89°58'08"W
L44	5.85'	S00°00'56"E
L45	580.00'	N89°58'04"E
L46	100.15'	N00°00'57"W
L47	319.56'	N77°17'17"E
L48	27.92'	N90°00'00"E
L49	320.33'	S82°24'03"E
L50	173.12'	N90°00'07"E
L51	183.79'	S52°15'17"E
L52	249.29'	N00°00'00"E
L53	21.17'	N90°00'00"W
L54	312.82'	S77°17'17"W
L55	408.97'	S42°39'27"W
L56	233.81'	S68°55'12"W
L57	199.37'	S74°24'05"W
L58	302.33'	N88°47'42"E
L59	179.21'	S87°16'04"W
L60	210.38'	S23°39'12"W

City Limit Parcel Line Table		
Line #	Length	Direction
L61	163.43'	S20°55'46"W
L62	282.32'	N06°39'26"E
L63	364.58'	N89°58'08"W
L64	334.00'	S00°00'56"E
L65	305.18'	N57°23'09"W
L66	200.01'	N21°20'29"W
L67	500.20'	N114°38'W
L68	122.26'	N09°32'9"E
L69	120.75'	N24°31'6"E
L70	100.00'	N75°29'29"W
L71	86.66'	N30°49'13"W
L72	152.00'	N19°24'52"E
L73	94.59'	N47°35'05"W
L74	132.00'	N78°04'52"W
L75	87.32'	N62°25'25"W
L76	28.79'	S89°54'35"W
L77	38.96'	S74°23'49"W
L78	147.98'	N80°15'04"E
L79	168.34'	N87°07'04"W
L80	149.45'	S82°21'11"W

City Limit Parcel Line Table		
Line #	Length	Direction
L101	5.67'	N63°14'45"E
L102	136.12'	N21°00'07"W
L103	26.44'	N68°36'24"E
L104	255.17'	N21°42'40"W
L105	59.71'	N63°30'31"E
L106	254.16'	S68°17'45"W
L107	76.58'	S45°27'16"W
L108	380.06'	S00°27'16"W
L109	393.46'	S80°10'57"W
L110	90.35'	N72°20'34"W
L111	200.77'	S80°10'57"W
L112	97.93'	N71°52'15"W
L113	217.83'	N73°41'09"E
L114	399.64'	S16°26'44"E
L115	217.91'	S73°33'08"E
L116	400.15'	N16°26'01"W
L117	175.00'	N73°33'59"E
L118	145.45'	S16°26'01"E
L119	97.45'	S68°45'34"W
L120	79.16'	N16°26'01"W

City Limit Curve Table					
Curve	Arc Length	Radius	Delta	Bearing	Chord Length
C1	447.51'	1,860.00'	134'07"	N70°08'32"E	446.43'
C2	322.23'	5,829.60'	31'00"	S45°08'45"W	322.19'
C3	270.45'	2,000.00'	7'44"50"	N86°09'27"E	270.23'
C4	808.14'	2,000.00'	23'09"10"	S86°08'26"E	802.65'
C5	17.25'	260.00'	3'48"00"	S89°18'17"E	17.24'
C6	594.06'	1,060.00'	32'06"40"	N26°36'09"E	586.31'
C7	638.52'	1,060.00'	34'30"50"	S59°54'52"E	628.91'
C8	602.38'	1,000.00'	34'30"50"	S59°54'29"E	593.31'
C9	560.43'	1,000.00'	32'08'40"	S26°36'09"W	553.13'
C10	13.27'	200.00'	3'48"00"	S89°18'17"W	13.26'
C11	164.52'	5,829.60'	27'09"10"	N86°08'26"W	278.57'
C12	240.35'	1,332.70'	10'20"00"	S72°32'46"W	240.03'
C13	700.22'	1,260.95'	31'49"00"	N74°31'32"E	691.26'
C14	156.75'	1,460.95'	6'08"50"	S86°03'04"E	156.67'
C15	158.88'	6,938.72'	11'40"00"	S68°22'16"W	158.87'
C16	1,076.77'	5,829.50'	10'35"00"	S73°51'16"W	1,075.24'
C17	311.24'	2,764.90'	6'27"00"	S75°55'15"W	311.08'
C18	893.74'	1,332.70'	38'25"30"	S57°28'28"W	877.08'
C19	248.79'	1,533.06'	9'17"50"	S38°52'53"W	248.51'

City Limit Curve Table					
Curve	Arc Length	Radius	Delta	Bearing	Chord Length
C1	447.51'	1,860.00'	134'07"	N70°08'32"E	446.43'
C2	322.23'	5,829.60'	31'00"	S45°08'45"W	322.19'
C3	270.45'	2,000.00'	7'44"50"	N86°09'27"E	270.23'
C4	808.14'	2,000.00'	23'09"10"	S86°08'26"E	802.65'
C5	17.25'	260.00'			



SCALE: 1" = 400'

City Limit Parcel Line Table		
Line #	Length	Direction
L1	187.10'	N63°14'45"E
L2	50.00'	N03°14'45"E
L3	50.00'	S03°14'45"W
L4	449.75'	N16°22'15"W
L5	120.00'	N16°22'24"W
L6	201.50'	N73°37'08"E
L7	54.96'	N16°22'5"W
L8	200.00'	N73°37'45"E
L9	50.00'	N18°07'45"E
L10	600.00'	S71°52'15"E
L11	50.00'	S18°07'45"W
L12	700.00'	S71°52'15"E
L13	50.00'	N18°07'45"E
L14	561.28'	S71°53'46"E
L15	252.44'	N26°12'55"W
L16	612.23'	N16°46'05"E
L17	92.43'	N34°24'05"E
L18	165.99'	N84°05'55"W
L19	250.02'	N05°54'26"E
L20	90.00'	S84°05'41"E

City Limit Parcel Line Table		
Line #	Length	Direction
L21	120.01'	N05°54'26"E
L22	172.25'	N84°05'28"W
L23	60.00'	S49°28'18"E
L24	354.15'	S21°27'03"E
L25	210.64'	N14°55'40"E
L26	109.55'	S80°49'44"E
L27	225.12'	S14°55'40"E
L28	270.74'	N44°39'24"W
L29	251.14'	N45°20'36"E
L30	229.05'	S12°40'54"W
L31	106.63'	S09°35'21"E
L32	107.37'	N08°57'10"E
L33	107.37'	N77°36'10"E
L34	114.32'	N08°57'10"W
L35	265.80'	S68°55'12"W
L36	336.30'	S79°08'45"W
L37	364.56'	S89°58'08"E
L38	500.14'	N06°39'12"E
L39	401.57'	S87°16'04"W
L40	208.71'	N87°24'16"E

City Limit Parcel Line Table		
Line #	Length	Direction
L41	301.06'	S88°47'42"E
L42	480.70'	N00°00'56"W
L43	320.00'	N89°59'04"E
L44	5.85'	S00°05'58"E
L45	580.00'	N89°59'04"E
L46	100.15'	N00°05'7"W
L47	319.56'	N77°10'17"E
L48	27.92'	N90°00'00"E
L49	320.33'	S82°24'03"E
L50	173.12'	S12°40'54"W
L51	183.79'	S52°15'17"W
L52	249.29'	N00°00'00"E
L53	21.17'	N90°00'00"W
L54	114.32'	S77°10'17"W
L55	408.97'	S42°27'27"W
L56	233.81'	S68°53'57"W
L57	199.37'	N00°00'56"W
L58	302.33'	N88°47'42"W
L59	179.21'	S87°16'04"W
L60	210.38'	S23°39'12"W

City Limit Parcel Line Table		
Line #	Length	Direction
L61	163.43'	N24°06'10"E
L62	282.32'	N06°39'12"E
L63	364.58'	N89°58'08"W
L64	334.00'	S00°05'58"E
L65	305.18'	N57°23'06"W
L66	200.01'	N21°20'29"W
L67	500.20'	N11°48'35"W
L68	122.26'	N09°03'29"E
L69	120.75'	N24°43'16"W
L70	100.00'	N07°50'29"W
L71	86.68'	N30°49'13"W
L72	152.00'	N19°24'52"W
L73	94.59'	N47°30'50"W
L74	132.02'	N78°04'52"W
L75	87.32'	N68°27'25"W
L76	28.79'	S89°54'35"W
L77	38.96'	N75°40'52"W
L78	147.98'	N08°35'04"W
L79	168.34'	N87°07'04"W
L80	149.48'	S82°21'11"W

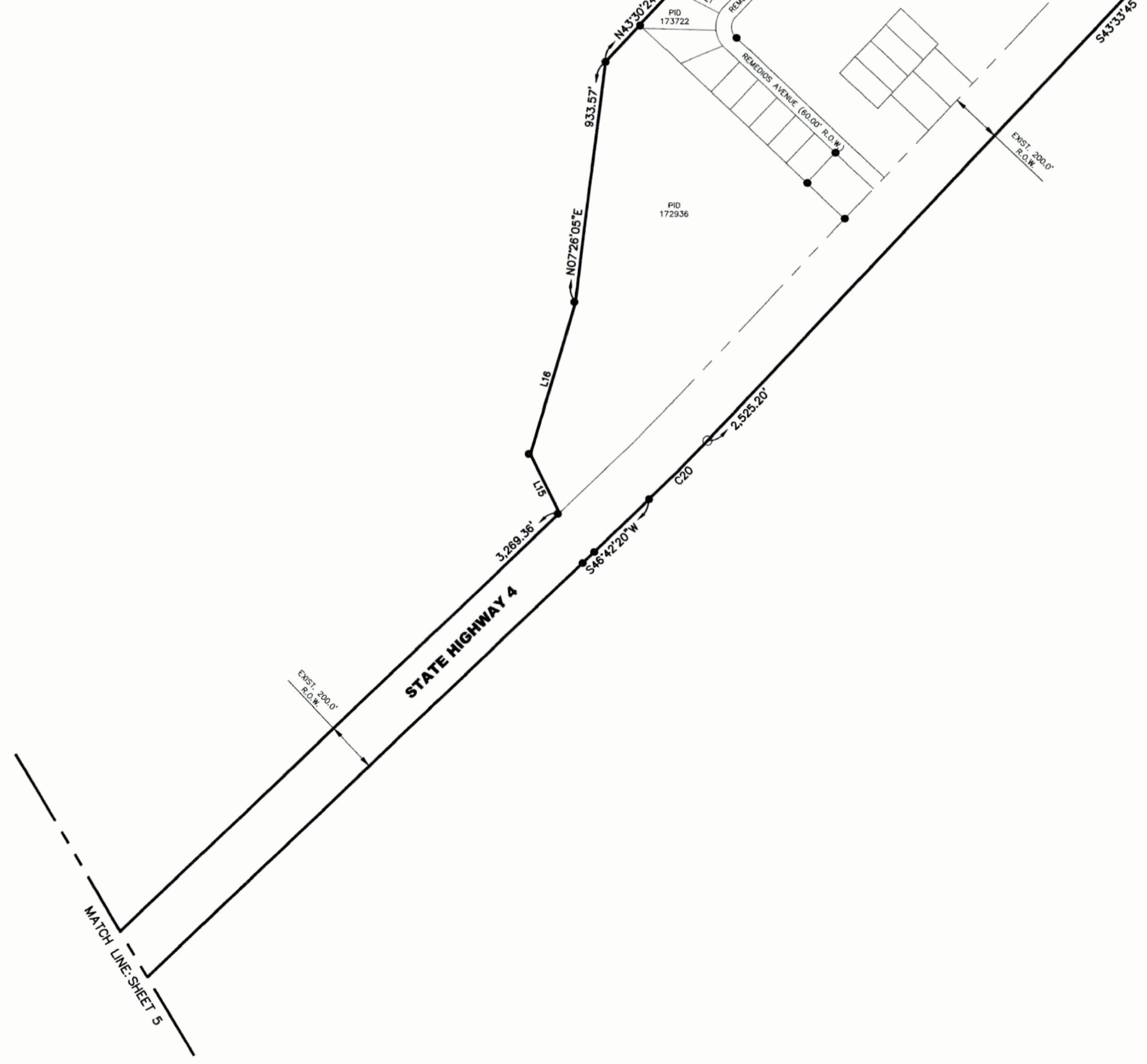
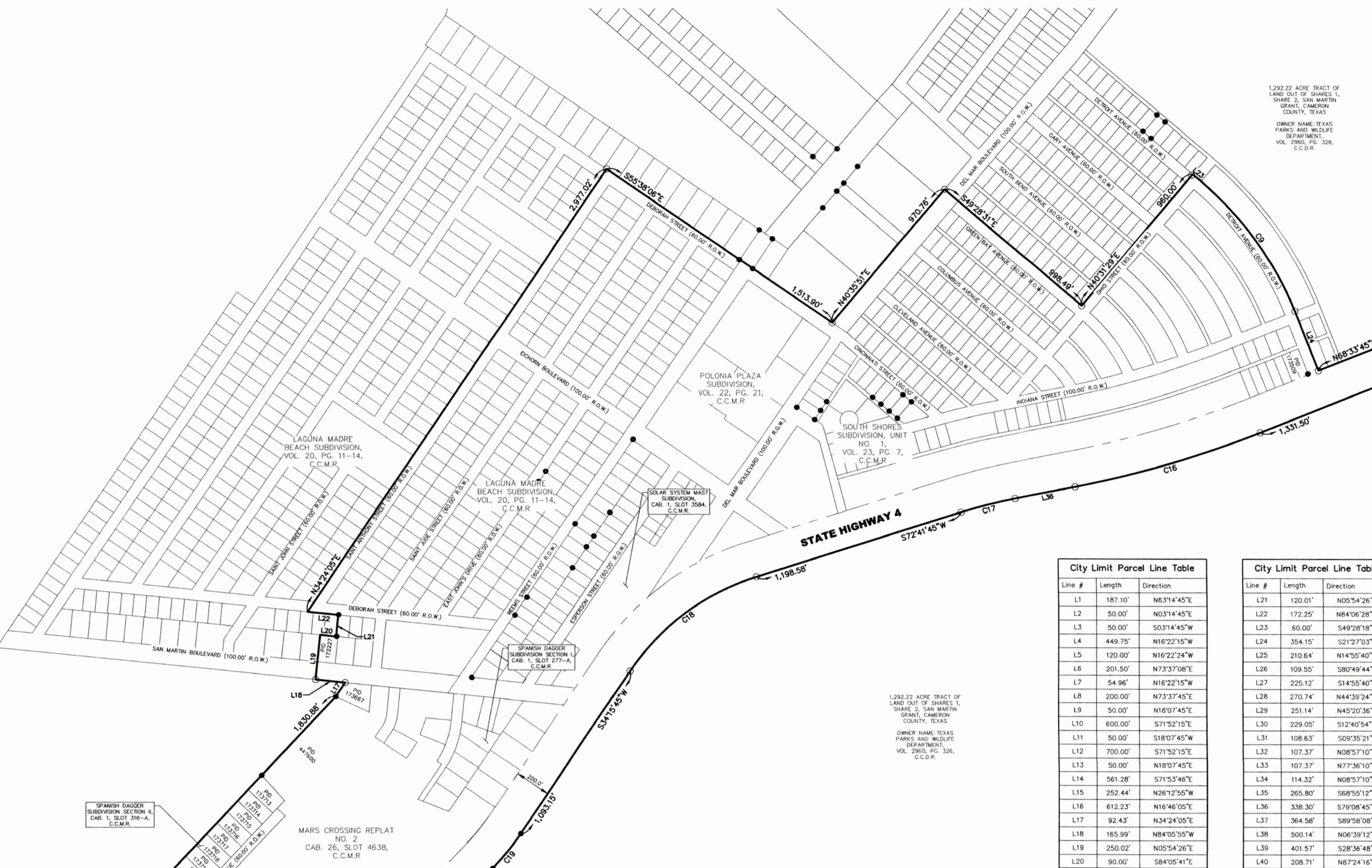
City Limit Parcel Line Table		
Line #	Length	Direction
L81	320.55'	S69°37'46"W
L82	470.03'	S50°21'19"W
L83	95.10'	S45°31'20"W
L84	325.01'	S43°17'28"W
L85	195.29'	S46°40'08"W
L86	533.05'	S50°20'13"W
L87	408.25'	S54°34'53"W
L88	125.57'	S59°02'47"W
L89	152.77'	S53°35'16"W
L90	95.92'	S73°30'31"W
L91	205.00'	S55°20'48"W
L92	38.85'	S06°50'33"E
L93	101.87'	S55°25'09"W
L94	106.86'	S48°18'47"W
L95	100.18'	S63°48'27"W
L96	75.58'	S74°24'49"W
L97	249.72'	N21°44'29"W
L98	25.81'	N68°13'41"E
L99	329.71'	N21°22'28"W
L100	60.04'	N21°22'28"W

City Limit Curve Table					
CURVE	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	447.51'	1,060.10'	13'47"00"	N70°08'32"E	446.43'
L121	175.00'	N73°33'59"E			
L122	120.00'	S16°26'01"E			
L123	175.00'	S73°33'59"W			
L124	120.00'	N16°26'01"W			
L125	150.00'	N73°33'59"E			
L126	150.00'	S16°26'01"E			
L127	150.00'	S73°33'59"W			
L128	150.00'	N16°26'01"W			
L129	155.33'	S03°38'47"E			
L130	116.93'	S74°22'09"W			
L131	169.56'	N15°37'51"W			
L132	50.00'	S03°14'45"W			
L133	50.00'	N03°14'45"E			
L134	187.10'	S63°14'45"W			
L135	100.00'	N12°57'56"W			

City Limit Curve Table					
CURVE	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C20	322.23'	5,829.60'	31'00"	S45°04'45"W	322.19'
C21	270.43'	2,000.00'	74'56"	N86°09'27"E	270.23'
C22	808.14'	2,000.00'	23'09"10"	S86°08'26"	802.65'
C23	17.25'	260.00'	3'48"00"	N89°17'17"E	17.24'
C24	594.06'	1,060.00'	32'06"40"	N26°36'09"E	586.31'
C25	636.52'	1,060.00'	34'30"50"	S89°37'07"E	628.91'
C26	602.38'	1,000.00'	34'30"50"	S95°54'52"W	593.31'
C27	560.43'	1,000.00'	32'06"40"	S26°36'09"	553.13'
C28	13.27'	200.00'	3'48"00"	S89°18'17"W	13.26'
C29	783.89'	1,940.00'	23'09"10"	N86°08'26"	778.57'
C30	278.53'	2,059.85'	74'45"00"	S86°09'28"	278.31'
C31	535.59'	2,946.28'	10'25"00"	S73°52'49"	534.86'

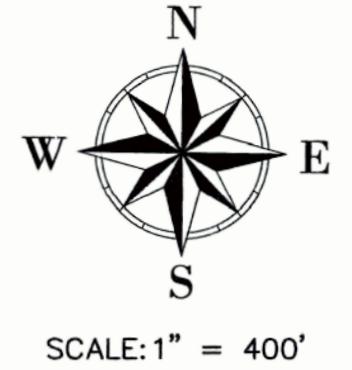


SCALE: 1" = 400'

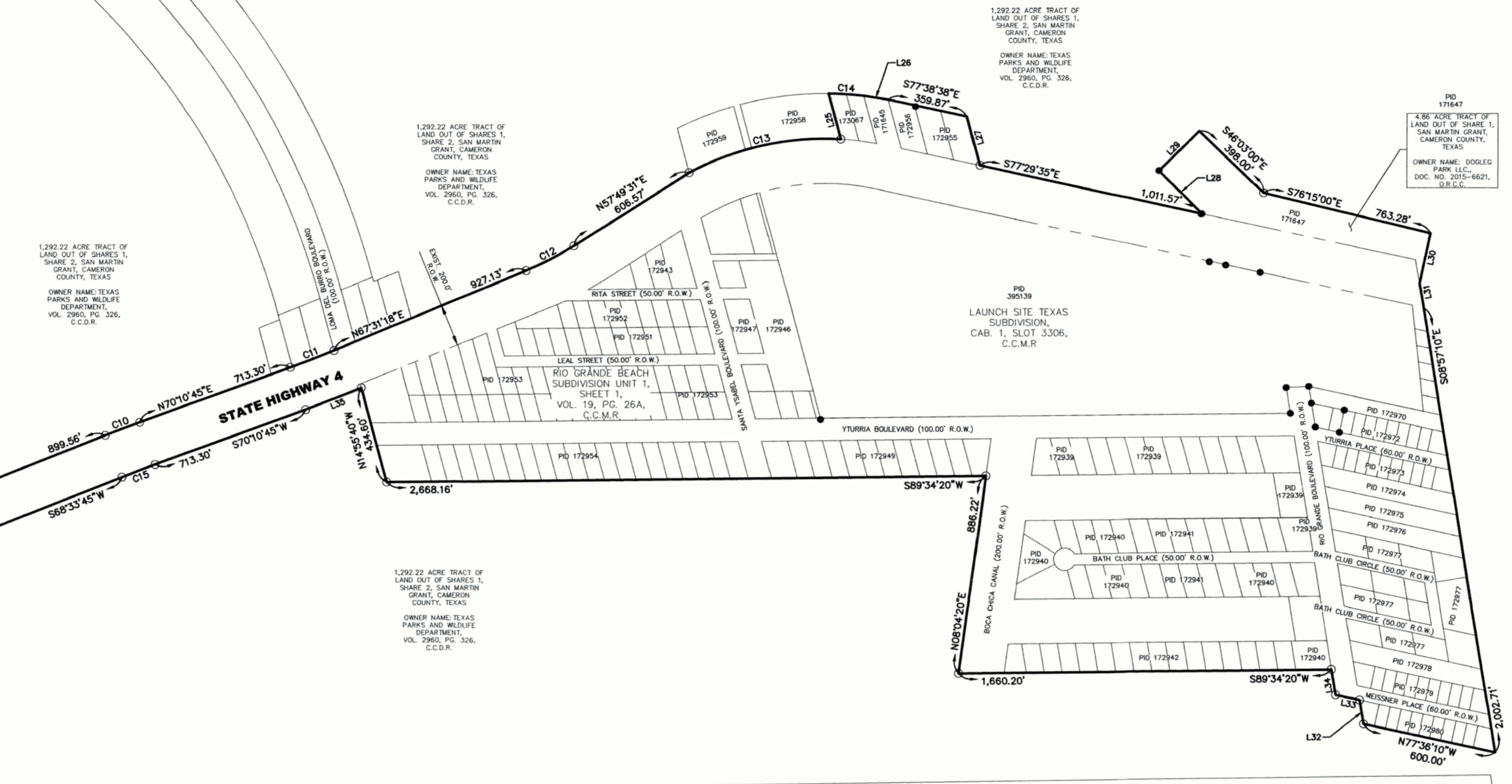


Properties Excluded From City Limits	Owner Name	Document Number	Acres Excluded

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SCALE: 1" = 400'



MATCH LINE SHEET 6

TIP O TEXAS ACRES  
SECTION  
CAB. 1, SLOT 291A,  
C.C.M.R.

City Limit Parcel Line Table		
Line #	Length	Direction
L1	187.10'	N63°14'45"E
L2	50.00'	N03°14'45"E
L3	50.00'	S03°14'45"W
L4	449.75'	N16°22'15"W
L5	120.00'	N16°22'24"W
L6	201.50'	N73°37'08"E
L7	54.96'	N16°22'15"W
L8	200.00'	N73°37'45"E
L9	60.00'	N18°07'45"E
L10	600.00'	S71°52'15"E
L11	50.00'	S16°07'45"W
L12	700.00'	S71°52'15"E
L13	50.00'	N18°07'45"E
L14	561.28'	S71°53'46"E
L15	252.44'	N03°22'55"W
L16	612.23'	N16°46'05"E
L17	92.43'	N34°24'05"E
L18	165.99'	N84°05'55"W
L19	250.02'	N03°54'26"E
L20	90.00'	S84°03'41"E

City Limit Parcel Line Table		
Line #	Length	Direction
L21	120.01'	N05°54'26"E
L22	172.25'	N84°06'28"W
L23	60.00'	S49°28'18"E
L24	354.15'	S21°27'03"E
L25	210.64'	N14°55'40"W
L26	109.55'	S80°49'44"E
L27	225.12'	S14°55'40"E
L28	270.74'	N44°39'24"W
L29	251.14'	N45°20'36"E
L30	229.05'	S12°40'54"W
L31	108.63'	S09°35'51"E
L32	107.37'	N08°57'10"W
L33	107.37'	N77°36'10"W
L34	114.32'	N08°57'10"W
L35	265.80'	S68°55'12"W
L36	338.30'	S70°08'45"W
L37	364.58'	S89°58'08"E
L38	500.14'	N06°39'12"E
L39	401.57'	S28°36'48"E
L40	208.71'	N87°24'16"E

City Limit Parcel Line Table		
Line #	Length	Direction
L41	301.06'	S88°47'42"E
L42	480.70'	N00°00'56"W
L43	320.00'	N89°59'04"E
L44	5.85'	S00°00'56"E
L45	580.00'	N89°59'04"E
L46	100.15'	N00°00'57"W
L47	319.56'	N77°10'17"E
L48	27.92'	N90°00'00"E
L49	320.33'	S82°24'03"E
L50	173.12'	S84°03'17"W
L51	183.79'	S09°35'13"E
L52	249.29'	N00°00'00"E
L53	21.17'	N90°00'00"W
L54	312.82'	S77°10'17"E
L55	408.97'	S42°39'27"W
L56	233.81'	S68°33'37"W
L57	199.37'	N00°00'56"W
L58	302.33'	N88°47'42"E
L59	179.21'	S87°16'04"E
L60	210.38'	S23°39'12"W

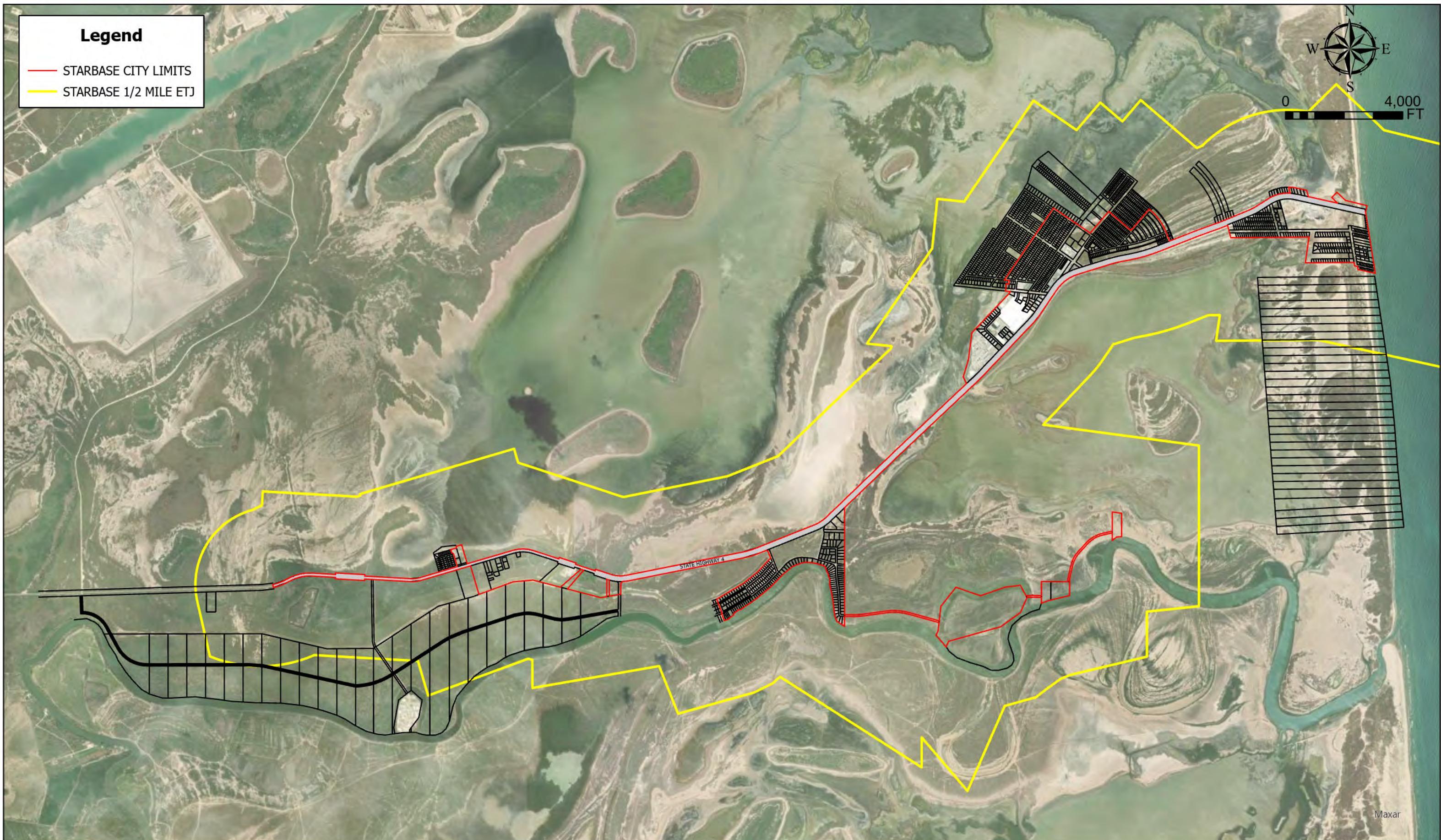
City Limit Parcel Line Table		
Line #	Length	Direction
L61	163.43'	N24°06'10"E
L62	282.32'	N06°39'12"E
L63	364.58'	N89°58'08"W
L64	334.00'	S00°05'58"W
L65	305.18'	N57°49'12"E
L66	200.01'	N21°20'29"W
L67	500.20'	N114°38'W
L68	122.26'	N093°29'E
L69	120.75'	N24°42'16"E
L70	100.00'	N07°50'29"W
L71	86.68'	S52°15'17"W
L72	152.00'	N19°24'52"E
L73	94.59'	N47°30'50"W
L74	132.00'	N78°04'52"E
L75	87.32'	N65°27'25"W
L76	28.79'	S89°54'35"W
L77	38.96'	N79°40'52"W
L78	147.98'	N88°35'04"W
L79	168.34'	N87°07'04"W
L80	149.48'	S21°22'28"W
L81	60.04'	N21°22'12"W

City Limit Parcel Line Table		
Line #	Length	Direction
L82	320.55'	S59°37'46"W
L83	470.03'	S50°22'19"W
L84	95.10'	S45°33'20"W
L85	325.01'	S43°17'26"W
L86	185.29'	S46°48'06"W
L87	533.05'	S50°20'13"W
L88	125.57'	S59°24'27"W
L89	152.77'	S53°35'16"W
L90	95.92'	S73°06'31"W
L91	205.00'	S53°27'46"W
L92	38.85'	S06°36'33"E
L93	101.87'	S53°27'09"W
L94	108.86'	S48°18'47"W
L95	100.18'	S63°27'27"W
L96	75.58'	S74°23'40"W
L97	249.72'	N21°44'29"W
L98	25.81'	N68°54'14"E
L99	329.71'	N12°22'28"W
L100	60.04'	N21°22'12"W

City Limit Curve Table		
CURVE	ARC LENGTH	RADIUS
C1	1,860.10'	134°7'00"
C2	1,482.70'	29°59'40"
C3	310.88'	908.58' 19°36'20"
C4	78.53'	50.00' 89°59'30"
C5	699.71'	1,194.05' 33°34'30"
C6	517.73'	1,008.79' 29°24'20"
C7	499.30'	2,746.63' 102°25'00"
C8	517.01'	1,332.70' 221°34'40"
C9	897.84'	1,884.39' 273°40'30"
C10	164.52'	5,829.60' 13'700"
C11	208.01'	5,628.60' 297'00"
C12	240.35'	1,332.70' 102°20'00"
C13	700.22'	1,260.95' 314'90"
C14	156.75'	1,460.95' 6'08'50"
C15	158.88'	6,938.72' 118'40"
C16	1,076.77'	5,829.60' 103'50'00"
C17	311.24'	2,764.90' 6'27'00"
C18	893.74'	1,332.70' 38'25'30"
C19	248.79'	1,533.06' 9'17'50"

City Limit Curve Table		
CURVE	ARC LENGTH	DELTA BEARING
C1	322.23'	5,829.60' 31'00'00"
C2	270.43'	2,000.00' 7'44'50" N86°39'27"E
C3	228.04'	2,000.00' 23'09'10" S86°38'24"E
C4	172.25'	260.00' 3'48'00" N89°18'17"E
C5	594.06'	1,060.00' 32'06'40" N28°36'00"E
C6	638.52'	1,060.00' 34'30'50" N59°54'52"E
C7	602.38'	1,000.00' 34'30'50" S59°54'52"E
C8	560.43'	1,000.00' 32'06'40" S28°36'00"E
C9	13.27'	200.00' 3'48'00" S89°18'17"E
C10	783.89'	1,940.00' 23'09'10" N88°28'26"E
C11	278.53'	2,059.85' 7'44'50" S86°29'27"E
C12	535.59'	2,946.28' 10'25'00" S72°24'47"W
C13	184.87'	1,429.91' 7'24'30" S84°04'14"E
C14		

## Exhibit B



# STARBASE, TX CITY LIMITS

# **S T A R B A S E**

## **CITY COMMISSION AGENDA MEMO**

**TO: Mayor and City Commission**  
**FROM: City Administrator**

**ITEM: Adoption of City Holidays for the period June 1, 2025, to June 1, 2026**

### **SUMMARY**

The City of Starbase may designate City holidays as set out in the Texas Government Code.

### **BACKGROUND**

The City shall be closed and has designated 26 days as city holidays adopting State and Federal Holidays and the additional days allowed by the Texas Government Code.

### **STAFF RECOMMENDATIONS**

It is recommended that the City Commission approve the attached resolution declaring city holidays for the time period June 1, 2025, to June 1, 2026.

Suggested Motion: "I move to approve the resolution establishing official city of Starbase holidays for the time period June 1, 2025 to June 1, 2026."

### **ATTACHMENTS**

Resolution Establishing Official City of Starbase Holidays for the period of June 1, 2025, to June 1, 2026

**CITY OF STARBASE, TEXAS**  
**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE OF THE CITY OF STARBASE, TEXAS  
ESTABLISHING OFFICIAL CITY OF STARBASE HOLIDAYS FOR THE  
PERIOD OF JUNE 1, 2025 TO JUNE 1, 2026 AND PROVIDING FOR  
RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Starbase, Texas (“City”) recognizes traditional annual holidays and city hall closures for all City operations as part of the City's compensation plan and to provide opportunities for employees to share such holidays with their family and friends; and

**WHEREAS**, the City of Starbase, Texas has twenty six (26) paid holidays per year for all regular, full-time employees; and

**WHEREAS**, all City employees are paid for designated holidays at their regular rate of pay, regardless of the number of hours in an employee's workday.

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

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

**SECTION 2.** The City of Starbase Texas official holidays for the period of June 1, 2025 to June 1, 2026 shall be as follows:

1. Juneteenth, Thursday, June 19, 2025
2. Independence Day, Friday, July 4, 2025
3. Lyndon Baines Johnson Day, Wednesday, August 27, 2025
4. Labor Day Monday, September 1, 2025
5. Columbus Day, Monday, October 13, 2025
6. Veterans Day, Tuesday, November 11, 2025
7. Thanksgiving
  - Monday, November 24, 2025
  - Tuesday, November 25. 2025
  - Wednesday, November 26, 2025
  - Thursday, November 27, 2025
  - Friday, November 28, 2025
8. Christmas
  - Monday, December 22, 2025
  - Tuesday, December 23, 2025
  - Wednesday, December 24, 2025
  - Thursday, December 25, 2025
  - Friday, December 26, 2025
9. New Year's Day, Thursday, January 1, 2026

Friday, January 2, 2026

10. Martin Luther King Jr. Day, Monday January 19, 2026
11. President's Day, Monday, February 16, 2026
12. Texas Independence Day, Monday, March 2, 2026
13. Cesar Chavez Day, Tuesday, March 31, 2026
14. Good Friday, April 3, 2026
15. San Jacinto Day, Tuesday, April 21, 2026
16. Memorial Day Monday, May 25, 2026
17. Starbase Day, Wednesday, May 27, 2026

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

**PASSED AND APPROVED** this 30th day of May 2025.

CITY OF STARBASE, TEXAS

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Bobby Peden, Mayor

ATTEST:

---

Caroline Cole, City Clerk

APPROVED AS TO FORM:

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Wm. Andrew Messer, City Attorney

# **S T A R B A S E**

## **CITY COMMISSION AGENDA MEMO**

**TO: Mayor and City Commission**

**FROM: City Administrator**

**ITEM: City Commission Meetings**

### **SUMMARY**

Texas Local Government Code requires the City to determine the time and place of regular Commission meetings.

### **BACKGROUND**

The City must adopt a resolution determining the time and place the City conducts its regular meetings. Starbase does not have a permanent city hall and designates a temporary city hall. Starbase shall conduct its regular meetings at 7:00 p.m. on the third Wednesday of the month and designates as the place the temporary city hall located at 39046 L B J Boulevard, Brownsville, Texas 78521.

### **STAFF RECOMMENDATIONS**

It is recommended that the Commission designate 7:00 p.m. on the third Wednesday of the month as the time of its regular meetings, and that the Commission designate the following location as the temporary city hall, and such location is the place for regular meetings: 39046 L B J Boulevard, Brownsville, Texas 78521.

Suggested Motion: "I move to approve the resolution determining the regular meeting date, time and location for regular City Commission meeting dates and designating a temporary city hall."

### **ATTACHMENTS**

Resolution Designating Time and Place for City Commission Meetings and Designating a Temporary City Hall

**CITY OF STARBASE, TEXAS**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STARBASE, TEXAS DESIGNATING A TIME AND PLACE FOR THE CITY COMMISSION MEETINGS; DESIGNATION OF TEMPORARY CITY HALL; PROVIDING FOR RELATED MATTERS; PROVIDING FOR SEVERABILITY AND REPEALER; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the City has 501 or more inhabitants and therefore, has the same authority and duties as a Type A general law municipality; and

**WHEREAS**, Texas Local Government Code Section 22.038(a) requires the City to adopt a resolution determining the time and place of its regular meeting; and

**WHEREAS**, the City Commission desires to hold its regular meetings on the third Wednesday of every month at 7:00 p.m. at 39046 L B J Boulevard, Brownsville, TX 78521 or the location set forth on the meeting agenda; and

**WHEREAS**, the City Commission desires to designate 39046 L B J Boulevard, Brownsville, Texas 78521 as its temporary city hall for the purpose of holding City Commission meetings.

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

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

**SECTION 2. Regular City Commission Meetings.** The City Commission determines that it shall conduct its regular City Commission meetings at 39046 L B J Boulevard, Brownsville, Texas 78521 on the third Wednesday of every month at 7:00 p.m. The City Commission reserves the right to move the meeting location at any time and shall post the location of all public meetings on the meeting agendas in accordance with the Texas Open Meetings Act.

**SECTION 3. City Hall.** The City Commission designates 39046 L B J Boulevard, Brownsville, Texas 78521 as its temporary city hall for the sole purpose of conducting City Commission meetings under the Texas Open Meetings Act.

**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, affecting City Commission regular meeting dates, as amended, and shall not repeal any of the provisions of such resolutions, except in those instances where provisions of such resolutions are in direct conflict with the provisions of this Resolution.

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

**PASSED AND APPROVED** this 30<sup>th</sup> day of May 2025.

CITY OF STARBASE, TEXAS

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Bobby Peden, Mayor

ATTEST:

---

Caroline Cole, City Clerk

APPROVED AS TO FORM:

---

Wm. Andrew Messer, City Attorney

# **S T A R B A S E**

## **CITY COMMISSION AGENDA MEMO**

**TO: Mayor and City Commission**  
**FROM: City Administrator**

**ITEM:** Interlocal agreement with the Cameron County Emergency Communication District to provide 911 addresses.

### **SUMMARY**

The City of Starbase and the Cameron County Emergency Communication District (CCECD) have agreed that CCECD create and assign physical addresses for the City, consistent with the National Emergency Numbers Association (NENA) Addressing Standards.

### **BACKGROUND**

A 911 address refers to the physical location of a structure, such as a residential home, commercial building, or other property. As development within Starbase continues, these addresses are essential for ensuring accurate emergency response and service delivery. This systematic approach ensures that every property is properly documented and integrated into CCECD's addressing system.

Additional Information on the NENA addressing standards may be located on the NENA website: NENA Standards - National Emergency Number Association located at <https://www.nena.org/page/standards>

### **STAFF RECOMMENDATIONS**

Staff recommends that the interlocal agreement be approved.

Suggested Motion: "I move to approve the interlocal agreement for the provision of 911 addresses between Starbase and the Cameron County Emergency Communication District."

### **ATTACHMENTS**

Interlocal agreement between the Cameron County Emergency Communication District and City of Starbase.

**INTERLOCAL AGREEMENT BETWEEN  
CAMERON COUNTY EMERGENCY COMMUNICATIONS DISTRICT AND  
STARBASE, TEXAS**

This **INTERLOCAL AGREEMENT** (the "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2025 (the "Effective Date"), by and between the **CAMERON COUNTY EMERGENCY COMMUNICATIONS DISTRICT** ("CCECD"), an emergency communications district established pursuant to the predecessor to Tex. Health & Safety Code Ann. § 772.301, et seq., and **STARBASE, TEXAS**, a Texas municipal corporation ("City"). Each a "Party" or collectively, the "Parties."

**RECITALS**

**WHEREAS**, CCECD currently issues addresses for all streets in the County, that are not governed by a municipality; and

**WHEREAS**, City, which was incorporated pursuant to an election held on May 3, 2025, has requested CCECD to perform addressing services with the City; and

**WHEREAS**, CCECD and City are both public bodies authorized to contract with one another to perform government functions and services, as allowed by the Interlocal Cooperation Act, Chapter 791, of the Texas Government Code; and

**NOW, THEREFORE**, in consideration of mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CCECD and City hereby agree as follows

**AGREEMENT**

**1. PURPOSE**

**1.1** The purpose of this Agreement is to specify the rights, duties, and responsibilities of the Parties in relation to CCECD providing addressing for City.

**2. TERM**

**2.1.** The Agreement shall continue for a term of three (3) years, and shall automatically renew for successive three (3) year terms, unless either Party provides written notice of termination at least one hundred eighty days (180) before the end of a term, or if this Agreement is otherwise terminated pursuant to Section 4.

**3. SERVICES:**

**3.1. Identification of Services.** CCECD will create and assign physical addresses for the City, consistent with the National Emergency Numbers Association (NENA)

Addressing Standards. Additional Information on the National Emergency Numbers Association (NENA) Addressing Standards may be located on the NENA website: NENA Standards - National Emergency Number Association located at <https://www.nena.org/page/standards>

#### **4. TERMINATION OF A SERVICE**

- 4.1.** At any time during the term of this Agreement if City is not adhering to NENA addressing standards, CCECD may terminate this agreement upon thirty (30) days' written notice to the other Party, without further obligation.
- 4.2.** Either Party may terminate this Agreement upon sixty (60) day written notice to the other Party, without further obligation.
- 4.3.** Upon termination of this Agreement, Starbase's GIS address database will be provided to Starbase via electronic media, within fourteen (14) business days.

#### **5. STATUS OF PARTIES**

**5.1** The Parties do not have the relationship of partners, joint venturers, principal-agent or employer-employee; the Parties are separate entities who enter into this Agreement for their respective benefit.

#### **6. MISCELLANEOUS PROVISIONS**

**6.1** Default/Dispute Resolution. In the event of any dispute, controversy or claim arising out of or relating to this Agreement, a Party will provide Notice to the other Party's Designated Officer (defined below). The Parties shall first attempt to resolve the matter through good faith negotiations among and between the Designated Officers or their duly authorized representatives. If the dispute cannot be resolved through negotiations within 30 days of a Party's receipt of the Notice, the Parties reserve all rights and remedies available at law or in equity.

**6.2** Notices. All notices under this Agreement (excluding routine communications) shall be personally delivered or sent by electronic communication to the following representatives, who are hereinafter "Designated Officers":

**To CCECD:** Attn: Joel Davila, Executive Director  
Email: [jdavila@cameroncounty911.com](mailto:jdavila@cameroncounty911.com)

With copies to:

Attn: Juan M. Pequeno, Jr.  
Email: [jpequeno@jgkl.com](mailto:jpequeno@jgkl.com)

**To City:**

Attn: Kent Myers, City Administrator  
Email: [kent.myers@cityofstarbase-texas.com](mailto:kent.myers@cityofstarbase-texas.com)

With copies to:

Attn: Andy Messer, City Attorney  
Email: [Andy@txmunicipallaw.com](mailto:Andy@txmunicipallaw.com)

A Party may change its designation of the person(s) to receive notice under this Agreement by providing notice to the other Party as provided under this section. Such notice shall specify the new person(s) designated to receive notices and contact information, and shall be effective upon receipt by the other Party. No more than four persons shall be designated by a Party to receive notices at any given time.

**6.3 Liability.** It is understood and agreed between the Parties that each Party hereto shall be responsible for its own acts of negligence in connection with this Agreement, and each party shall maintain adequate insurance. Neither Party shall be responsible to the other Party for any negligent act or omission in connection with this Agreement. It is specifically agreed that, as between the Parties, each Party to this Agreement shall be individually and respectively responsible for responding to, dealing with, insuring against, defending, and otherwise handling and managing liability and potential liability pursuant to this Agreement. Each Party hereto reserves and expressly does not waive any defense available at law or in equity, including governmental immunity, for any claim or cause of action whatsoever that may arise or result from the services provided and/or any circumstances arising under this Agreement. Where injury or property damage results from the joint or concurrent negligence of both Parties, liability, if any, shall be shared by each Party on the basis of comparative responsibility in accordance with the applicable laws of the State of Texas, subject to all defenses available to them, including governmental immunity. Nothing in this section adds to or changes the liability limits and immunities for a governmental unit provided by the Texas Tort Claims Act, Chapter 101, Civil Practice and Remedies Code, or other law. The Parties shall each promptly notify the other in writing of any claim or demands that become known against them in relation to or arising out of activities the Services under this Agreement.

**6.4 Governmental Powers; Waivers of Immunity.** It is expressly understood and agreed that by execution of this Agreement, no Party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental functions and powers. Nothing in this Agreement shall be construed as creating or giving rise to any rights in any third parties or any persons other than the Parties hereto. Nothing in this Agreement is intended to delegate or impair the performance by CCECD of its governmental functions.

**6.5 Insurance.** All Parties agree to obtain insurance (to the extent available) in the type and amount deemed advisable to protect their respective interests; to this extent, the Parties agree to provide insurance for their respective employees, conveyances, equipment, facilities, and instrumentalities, as appropriate.

**6.6 Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the Parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provision of this Agreement shall be modified only to the extent necessary to bring this Agreement within any such legal requirements and only during the times such conflict exists.

**6.7 No Waiver.** No waiver by any Party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

**6.8 Entire Agreement; Modification.** This Agreement is the complete and exclusive statement of the agreement between the Parties with regard to the matters set forth herein, and it supersedes any prior informal agreements, proposals, and representations, oral or written, express or implied, with regard thereto. Any oral representations or modification concerning this instrument shall be of no force or effect. This Agreement cannot be amended or modified, except by written agreement of the Parties.

**6.9 Warranties and Representations.** ALL PARTIES TO THIS AGREEMENT SPECIFICALLY ACKNOWLEDGE THAT NO WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER IS BEING MADE BY ANY PARTY IN CONNECTION WITH THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT, except as set forth in this instrument.

**6.10 Severability.** The invalidity or non-enforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. If one or more of the provisions hereof shall for any reason be held to be invalid, illegal, or unenforceable in any respect under applicable law, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**6.11 Venue and Applicable Law.** The Parties herein agree that this Agreement shall be enforceable in Cameron County, Texas, and if legal action is necessary in connection therewith, the exclusive venue shall lie in Cameron County, Texas. The terms and provisions of this agreement shall be construed in accordance with the laws and court decisions of the State of Texas. This Agreement shall be construed under and in

accordance with the laws of the State of Texas.

6.12 **Assignment.** This Agreement shall not be assignable.

6.13 **Capitalized terms; captions.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

6.14 **Authority to Execute.** The execution and performance of this Agreement by the by the Parties has been duly authorized by all necessary laws, resolutions, or governing body action of each Party, and this Agreement constitutes the valid and enforceable obligations of the Parties.

6.15 **Non-Discrimination.** This Agreement and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law, including without limitation race, color, national origin, religion, sex, age, veteran status, or disability.

6.16 **Compliance with Law.** The Parties will act, at all times, in compliance with all pertinent and applicable laws, and in accordance with NENA standards.

6.17 **Force Majeure.** A Party shall not be considered to be in default with respect to any obligation hereunder, if failure of performance shall be due to force majeure. For purposes of this Agreement, force majeure shall mean the occurrence of any of the following events beyond the control of the Party, which results in the failure or delay by the Party of some performance mandated by this Agreement: failure due to fire, earthquake, hurricane, pandemic, flood, storm, lightning, epidemic, war, riot, civil disturbance, sabotage, strike or labor difficulty, accident or casualty to equipment, unavailability of replacement equipment, inability to maintain required authorizations from governmental bodies or restraint, order or decree by court or public authority. The Party shall be excused from any further performance of its obligations and undertaking under this Agreement, provided that, in the event that any such performance is only interrupted or delayed, the Party shall only be excused from that performance for that period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

[Remainder of Page Intentionally Blank]

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed to be effective as of the date first above written and do each hereby warrant and represent that its respective signatory who has signed this Agreement below is on the date of this Agreement duly authorized by necessary and appropriate corporate action to execute this Agreement.

**CAMERON COUNTY EMERGENCY COMMUNICATIONS DISTRICT**

By: \_\_\_\_\_

JOEL DAVILA

ITS: Executive Director

**CITY**

By: \_\_\_\_\_

Kent Myers

ITS: City Administrator

# **S T A R B A S E**

## **CITY COMMISSION AGENDA MEMO**

**TO: Mayor and City Commission**  
**FROM: City Administrator**

**ITEM: Establishing Records Retention Policy, Appointing Records Management Officer and Adopting a Records Management Plan**

### **SUMMARY**

The Texas Local Government Records Act requires the City of Starbase to adopt a records policy and management program.

### **BACKGROUND**

The City will have public records such as agendas, minutes, plats, maps, budgets and other public documents that need to be retained according to State Law. The City is required to have a records policy and records management program for retaining public records, and the City must designate a city official who will be responsible for maintaining these records. The City Clerk shall be designated as the Records Management Officer.

### **STAFF RECOMMENDATIONS**

It is recommended that the City approve the attached ordinance regarding adoption of a records retention program and designation of the City records management officer.

Suggested Motion: "I move to approve the ordinance establishing a records retention policy, adopting a records management officer, and adopting a records management plan."

### **ATTACHMENTS**

Ordinance establishing a Records Retention Policy, Establishing a Records Retention Policy and Appointing a Records Management Officer and Adopting a Records Management Plan.

**CITY OF STARBASE, TEXAS  
ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STARBASE, TEXAS, ESTABLISHING A RECORDS RETENTION POLICY; APPOINTING A RECORDS MANAGEMENT OFFICER; ADOPTING A RECORDS MANAGEMENT PLAN; PROVIDING FOR SAVINGS, REPEALING AND SEVERABILITY CLAUSES; PROVIDING AN EFFECTIVE DATE; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE WAS PASSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW.**

**WHEREAS**, on May 20, 2025, the County Judge of Cameron County, Texas, caused to be entered into the minutes of the Cameron County Commissioners' Court the result of the election approving the incorporation of the City of Starbase, Texas ("City"), as a Type C municipality; and

**WHEREAS**, the Texas Local Government Records Act (Title 6, Subtitle C, Local Government Code), provides that each local government must establish an active and continuing records management program; and the City desires to adopt this Ordinance as the plan to prescribe policies and procedures consistent with the Local Government Records Act, the Public Information Act, and in the interests of cost-effective and efficient recordkeeping.

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

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

**SECTION 2. Definition of City Records.** All documents, papers, letters, books, maps, photographs, sound or video recordings, microfilm, magnetic tape, electronic media, or other information-recording media, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the state, created or received by the City or any of its officers or employees pursuant to law or in the transaction of public business are declared to be the records of the City and shall be created, maintained, and disposed of in accordance with the provisions of state law, this Ordinance or procedures authorized by it and in no other manner. Because the City was not in existence until May 20, 2025, only records created on or after May 20, 2025, may be considered City records.

**SECTION 2. Records Declared Public Property.** All records as defined in Section 1 of this Ordinance are declared to be the property of the City. No official or employee of the City has, by virtue of his or her position, any personal or property right to such records even though he or she may have developed or compiled them. Unauthorized destruction, removal from files, or use of such records is prohibited.

**SECTION 3. Policy.** It is declared to be the policy of the City to provide for efficient, economical, and effective controls over the creation, distribution, organization, maintenance, use, and disposition of all records of this office through a comprehensive system of integrated procedures

for the management of records from their creation to their ultimate disposition, consistent with the requirements of the Local Government Records Act and accepted records management practice. This policy shall apply to all employees, agents, independent contractors, and volunteers of the City.

**SECTION 4. Records Management Officer.** The City Clerk will serve as Records Management Officer for the City as provided by law and will develop policies and procedures to ensure that the maintenance, preservation, security, destruction, electronic storage, and other disposition of the records of this office are carried out in accordance with the requirements of the Local Government Records Act. As provided by state law, each successive holder of the position shall file his or her name with the director and librarian of the Texas State Library and Archives Commission within thirty (30) days of the initial designation or of taking up such position, as applicable.

**SECTION 5. Records Control Schedules.** Appropriate records control schedules issued by the Texas State Library and Archives Commission shall be adopted by the Records Management Officer for use in City, as provided by law. The Records Management Officer shall prepare amendments to the schedules as needed to reflect new records created or received by this office, or revisions to retention periods established in a records retention schedule issued by the Commission. Any destruction of records of the City will be in accordance with these schedules and the Local Government Records Act.

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

**SECTION 4. Repeater.** This Ordinance shall be cumulative of all provisions of all ordinances of the City of Starbase affecting records retention, 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. Effective Date.** This Ordinance shall become effective upon its passage.

*Remainder of page intentionally left blank.*

**PASSED AND APPROVED BY THE CITY COMMISSION OF THE CITY OF  
STARBASE, TEXAS** on this 30th day of May 2025.

CITY OF STARBASE, TEXAS

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Bobby Peden, Mayor

ATTEST:

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Caroline Cole, City Clerk

APPROVED AS TO FORM:

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Wm. Andrew Messer, City Attorney

# **S T A R B A S E**

## **CITY COMMISSION AGENDA MEMO**

**TO: Mayor and City Commission**

**FROM: City Administrator**

**ITEM: Participation in Local Government Cooperative Purchasing Program, Becoming a Member of the Local Government Purchasing Cooperative and Delegating Authority for Execution to the City Administrator**

### **SUMMARY**

Local governments in Texas may voluntarily participate in a local government cooperative purchasing program known as “BuyBoard” to minimize administrative time to satisfy Texas procurement laws.

### **BACKGROUND**

The Texas Government Code provides the authority for cities in Texas to participate in a cooperative purchasing program with other cities throughout the State. This program, “Buyboard” provides very competitive pricing for numerous items that cities use on a regular basis. The program may replace the statutory requirements of Texas procurement laws for purchases greater than \$50,000.00.

### **STAFF RECOMMENDATIONS**

It is recommended that the City of Starbase participate in the BuyBoard purchasing program and become a member of the Local Government Purchasing Cooperative.

Suggested Motion: “I move to approve the adoption of a resolution authorizing participation in a local government cooperative purchasing program and authorize the City Administrator to execute the Interlocal Participation Agreement.”

### **ATTACHMENTS**

Resolution Authorizing Participation in Local Government Cooperative Purchasing Program

**CITY OF STARBASE, TEXAS**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE OF THE CITY OF STARBASE, TEXAS,  
AUTHORIZING PARTICIPATION IN A LOCAL GOVERNMENT  
COOPERATIVE PURCHASING PROGRAM, BECOMING A  
COOPERATIVE MEMBER OF THE LOCAL GOVERNMENT  
PURCHASING COOPERATIVE, AND DELEGATING AUTHORITY FOR  
THE EXECUTION OF THE BUYBOARD INTERLOCAL  
PARTICIPATION AGREEMENT TO THE CITY ADMINISTRATOR;  
PROVIDING FOR SEVERABILITY AND REPEALER; AND PROVIDING  
AN EFFECTIVE DATE.**

**WHEREAS**, the City of Starbase, Texas (“City” or “Cooperative Member”) desires to participate in a local government cooperative purchasing program pursuant to the authority granted by Chapter 791 of the Texas Government Code, the Interlocal Cooperative Act (“Act”); and

**WHEREAS**, the City of Starbase, Texas has decided to be a cooperative member in the Local Government Purchasing Cooperative (“Cooperative”), a local government purchasing cooperative program created by local governments in accordance with and pursuant to the Act and Section 271.101, et seq., of the Texas Local Government Code; and

**WHEREAS**, the Cooperative Member desires to participate and join with other local governments in the BuyBoard Interlocal Participation Agreement for the purpose of fulfilling and implementing their respective public and governmental purposes, needs, objectives, programs, functions and services.

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

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

**SECTION 2. Participation.** The Interlocal Participation Agreement attached as Exhibit “A” and incorporated herein is hereby approved for use by the City for all its purchasing needs to facilitate the procurement of goods and services, as may be appropriate. The City Commission authorizes the City Administrator to execute the BuyBoard Interlocal Participation Agreement and any other documents necessary to provide for the City’s membership in the Cooperative.

**SECTION 3. Severability.** If any section, subsection, sentence, clause, or phrase of this Resolution is for any reason held to be unconstitutional or illegal, such decision shall not affect the validity of the remaining sections of this Resolution. The City Commission hereby declares that it would have passed this Resolution, and each section, subsection, clause, or phrase thereof,

irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared void.

**SECTION 4. Effective Date.** This Resolution shall take effect on the date both parties sign the Interlocal Participation Agreement attached as Exhibit "A", after passage of this Resolution.

**PASSED AND APPROVED** this 30<sup>th</sup> day of May 2025.

CITY OF STARBASE, TEXAS

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Bobby Peden, Mayor

ATTEST:

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Caroline Cole, City Clerk

APPROVED AS TO FORM:

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Wm. Andrew Messer, City Attorney

## **Exhibit A**

# **The Local Government Purchasing Cooperative Interlocal Participation Agreement**

# The Local Government Purchasing Cooperative

## INTERLOCAL PARTICIPATION AGREEMENT

This Interlocal Participation Agreement ("Agreement") is made and entered into by and between The Local Government Purchasing Cooperative ("Cooperative"), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government of the State of Texas ("Cooperative Member").

### I. RECITALS

WHEREAS, a local government entity is authorized by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, to agree with other local government entities to form a purchasing cooperative; and

WHEREAS, the Cooperative is further authorized as a local purchasing cooperative organization as set forth in Section 271.101, *et seq.*, of the Texas Local Government Code; and

WHEREAS, the purpose of this Agreement is to facilitate compliance with state procurement requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Cooperative Members;

NOW THEREFORE, in consideration of the mutual covenants, promises and obligations contained herein, the undersigned Cooperative Member and the Cooperative agree as follows.

### II. TERMS AND CONDITIONS

1. **Adopt Organizational Interlocal Cooperation Agreement.** The Cooperative Member by the execution or acceptance of this Agreement hereby adopts and approves the Organizational Interlocal Agreement dated January 26, 1998, which agreement is incorporated herein by reference (and is available from the Cooperative upon request). The Organizational Interlocal Agreement established the Cooperative as an administrative agency of its collective participants, and Cooperative Member agrees to become a participant or additional party to that Organizational Interlocal Agreement.
2. **Term.** The initial term of this Agreement shall commence on the date it is executed by both parties and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. If the Cooperative Member is an existing Cooperative Member that joined the Cooperative by executing a participation agreement which authorized amendment upon the Cooperative providing 60 days notice, then this Agreement will be deemed an Amendment by Notice, which will be effective on the 61<sup>st</sup> day that the Cooperative Member is sent notice of this document. In addition, this Agreement will continue to automatically renew for successive one-year terms on the anniversary date of the Cooperative Member's initial term (not the effective date of the Amendment by Notice), unless the Agreement is sooner terminated in accordance with the provisions herein

### 3. Termination.

- (a) **By the Cooperative Member.** This Agreement may be terminated by the Cooperative Member at any time by thirty (30) days prior written notice to the Cooperative, provided any amounts owed to the Cooperative and any vendor have been fully paid.
- (b) **By the Cooperative.** The Cooperative may terminate this Agreement by:
  - (1) Giving ten (10) days notice by certified mail to the Cooperative Member if the Cooperative Member breaches this Agreement; or
  - (2) Giving thirty (30) days notice by certified mail to the Cooperative Member with or without cause.
- (c) **Termination Procedure.** If the Cooperative Member terminates its participation under this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member, the Cooperative Member shall bear the full financial responsibility for all of its purchases made from vendors under or through this Agreement. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. In addition, the Cooperative Member agrees it will neither be entitled to a refund of any membership dues paid nor a distribution which may occur after the Cooperative Member terminates from the Cooperative.

### 4. Payments by Cooperative Member.

- (a) The Cooperative Member agrees to pay membership fees as may be required by the Cooperative. The Cooperative will provide the Cooperative Member with 60 days prior written notice of any change in the membership fee before such fee becomes effective. Membership fees are payable by Cooperative Member within 30 days of receipt of an invoice from the Cooperative or its designee, unless otherwise provided by law. A late charge amounting to the maximum interest allowed by law, but not less than the rate of interest under Section 2251.021, *et seq.*, Texas Government Code, shall begin to accrue daily on the 46th day following the due date and continue to accrue until the membership fees and late charges are paid in full. The Cooperative reserves the right to collect all funds that are due to the Cooperative in the event of termination by Cooperative Member or breach of this Agreement by Cooperative Member.
- (b) In addition to membership fees, the Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the bid invitation, instructions, and all other applicable procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring Cooperative Member shall be the exclusive obligation of the procuring Cooperative Member, and not the Cooperative. Furthermore, the Cooperative Member is solely responsible for negotiating and securing ancillary agreements from the vendor on such other terms and conditions, including provisions relating to insurance or bonding, that the Cooperative Member deems necessary or desirable under state or local law, local policy or rule, or within its business judgment.

5. **Payments by Vendors.** The parties agree that the Cooperative will require payment from vendors which are selected to provide goods, materials or services to Cooperative Members. Such payment (hereafter "Vendor Fees") may be up to two percent (2%) of the purchase price paid by Cooperative Members or a flat fee amount that may be set from time to time by the Cooperative Board of Trustees. Cooperative Member agrees that these Vendor Fees fairly compensate the Cooperative for the services and functions performed under this Agreement and that these Vendor Fees enable the Cooperative to pay the administrative, endorsement, licensing, marketing, and other expenses involved in successfully operating a program of electronic commerce for the Cooperative Members. Further, Cooperative Member affirmatively disclaims any rights to such Vendor Fees, acknowledging all such fees are the property of the Cooperative. Similarly, in no event shall a Cooperative Member be responsible for payment of Vendor Fees.
6. **Distribution.** From time to time, and at the sole discretion of the Cooperative Board of Trustees, the Cooperative may issue a distribution to Cooperative Members under a plan developed by the Cooperative Board of Trustees. Cooperative Member acknowledges that a distribution is never guaranteed and will depend on the overall financial condition of the Cooperative at the time of the distribution and the purchases made by the Cooperative Member.
7. **Administration.** The Cooperative may enter into contracts with others, including non-profit associations, for the administration, operation and sponsorship of the purchasing program provided by this Agreement. The Cooperative will provide reports, at least annually, to the Cooperative Member electronically or by mail. Cooperative Member will report purchase orders generated under this Agreement to the Cooperative or its designee, in accordance with instructions of the Cooperative.
8. **BuyBoard®.** Cooperative Member will have a non-exclusive license to use the BuyBoard electronic purchasing application during the term of this Agreement. Cooperative Member acknowledges and agrees that the BuyBoard electronic application and trade name are owned by the Texas Association of School Boards, Inc. and that neither the Cooperative nor the Cooperative Member has any proprietary rights in the BuyBoard electronic application or trade name. Cooperative Member will not attempt to resell, rent, or otherwise distribute any part of the BuyBoard to any other party; nor will it attempt to modify the BuyBoard programs on the server or acquire the programming code. Cooperative Member may not attempt to modify, adapt, translate, distribute, reverse engineer, decompile, or disassemble any component of the application. Cooperative Member will use the BuyBoard in accordance with instructions from the Cooperative (or its designee) and will discontinue use upon termination of participation in the Cooperative. Cooperative Member will maintain equipment, software and conduct testing to operate the BuyBoard system at its own expense.

### III. GENERAL PROVISIONS

1. **Amendment by Notice.** The Board may amend this Agreement, provided that prior written notice is sent to the Cooperative Member at least 60 days prior to the effective date of any change described in such amendment and provided that the Cooperative Member does not terminate its participation in the Cooperative before the expiration of said 60 days.

2. **Authorization to Participate and Compliance with Local Policies.** Each Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Cooperative and that the Cooperative Member will comply with all state and local laws and policies pertaining to purchasing of goods and services through its membership in the Cooperative.
3. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all written policies and procedures established by the Cooperative.
4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to audit the relevant records of any Cooperative Member. Any breach of this provision shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the Cooperative Member.
5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.
6. **Current Revenue.** The Cooperative Member hereby warrants that all payments, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.
7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative in any litigation, claim or dispute which arises from the services provided by the Cooperative on behalf of its members, collectively or individually. Neither this provision nor any other provision in this Agreement will create a legal duty for the Cooperative to provide a defense or prosecute a claim; rather, the Cooperative may exercise this right in its sole discretion and to the extent permitted or authorized by law. The Cooperative Member shall reasonably cooperate and supply any information necessary or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement.
8. **Governance.** The Board of Trustees (Board) will govern the Cooperative in accordance with the Bylaws.

9. **Jurisdiction/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and, to the extent permitted by law, venue for all disputes arising under this Agreement shall lie in Travis County, Texas.
10. **Legal Authority.** The Cooperative Member represents and warrants to the Cooperative the following:
  - (a) It meets the definition of "Local Government" or "State Agency" under the Interlocal Cooperation Act ("Act"), Chapter 791 of the Texas Government Code.
  - (b) The functions and services to be performed under the Agreement will be limited to "Administrative Functions" as defined in the Act, which includes purchasing.
  - (c) It possesses the legal authority to enter into this Agreement and can allow this Agreement to automatically renew without subsequent action of its governing body.
  - (d) Purchases made under this Agreement will satisfy all procedural procurement requirements that the Cooperative Member must meet under all applicable local policy, regulation, or state law.
  - (e) All requirements – local or state – for a third party to approve, record or authorize the Agreement have been met.
11. **Disclaimer.** THE COOPERATIVE, ITS ENDORSERS (TEXAS ASSOCIATION OF SCHOOL BOARDS, INC., TEXAS ASSOCIATION OF COUNTIES, AND TEXAS MUNICIPAL LEAGUE) AND SERVICING CONTRACTOR (TEXAS ASSOCIATION OF SCHOOL BOARDS, INC.) DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

THE COOPERATIVE, ITS ENDORSERS AND SERVICING CONTRACTORS, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
12. **Limitation of Liability.** Without waiver of the disclaimer or other limitation of liability in this Agreement, the parties agree that:
  - (a) Neither party waives any immunity from liability afforded under law;
  - (b) In regard to any lawsuit or formal adjudication arising out of or relating to this Agreement, neither party shall be liable to the other under any circumstance for special, incidental, consequential, or exemplary damages;

- (c) The maximum amount of damages recoverable will be limited to the amount of fees which the Cooperative received as a direct result of the Cooperative Member's membership fee and purchase activity, within 24 months of when the lawsuit or action was filed; and
- (d) In the event of a lawsuit or formal adjudication the prevailing party will be entitled to recover reasonable attorney's fees pursuant to Section 271.159 of the Texas Local Government Code.

Without waiver of the disclaimer or other limitation of liability in this Agreement, the parties further agree to limit the liability of the Cooperative's servicing contractor, endorsers and sponsors (including, but not limited to, the Texas Association of School Boards, Inc., Texas Association of Counties, Texas Municipal League, and educational service centers) up to the maximum amount each received from or through the Cooperative, as a direct result of the undersigned Cooperative Member's membership fee and purchase activity, within 24 months of the filing of any lawsuit or action.

13. **Limitation of Rights.** Except as otherwise expressly provided in this Agreement, nothing in this Agreement, is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.
14. **Merger/Entirety.** This Agreement, together with the Cooperative's Bylaws and Organizational Interlocal Agreement, represents the complete understanding of the Cooperative and Cooperative Member. To the extent there exists any conflict between the terms of this Agreement and that of prior agreements, the terms of this Agreement shall control and take precedence over all prior participation agreements.
15. **Notice.** Any written notice to the Cooperative shall be made by first class mail, postage prepaid, and delivered to the BuyBoard Administrator, Texas Association of School Boards, Inc., P.O. Box 400, Austin, Texas 78767-0400. Notices to Cooperative Member may be made by first class mail, postage prepaid, and delivered to the Cooperative Member's Coordinator or chief executive officer (e.g., superintendent, city manager, county judge or mayor).
16. **Severability.** If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect.
17. **Signatures/Counterparts.** The failure of a party to provide an original, manually executed signature to the other party will not affect the validity, enforceability or binding effect of this Agreement because either party may rely upon a facsimile signature as if it were an original. Furthermore, this Agreement may be executed in several separate counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.
18. **Warranty.** By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

*[Signature page follows.]*



IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, accept this Agreement.

**TO BE COMPLETED BY THE COOPERATIVE:**

The LOCAL GOVERNMENT PURCHASING COOPERATIVE,  
as acting on behalf of all other Cooperative Members

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Dan Troxell, Ph.D., Secretary

**TO BE COMPLETED BY COOPERATIVE MEMBER:**

*[Signature required unless accepted as an Amendment by Notice as described in the Agreement.]*

\_\_\_\_\_  
(Name of Local Government)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature of authorized representative of Cooperative Member

\_\_\_\_\_  
Printed name and title of authorized representative

Coordinator (Program Contact) for the Cooperative Member is:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City  
Texas, \_\_\_\_\_  
(zip)

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Email

# **S T A R B A S E**

## **CITY COMMISSION AGENDA MEMO**

**TO: Mayor and City Commission**

**FROM: City Administrator**

**ITEM: Road Maintenance and Development Agreement**

### **SUMMARY**

The County previously had an agreement with SpaceX and upon incorporation the City and SpaceX agreement sets out the responsibilities for the development and maintenance of streets within the City of Starbase.

### **BACKGROUND**

The City and SpaceX desire to enter into an agreement for roadway improvements including design construction and reconstruction, drainage and infrastructure wherein SpaceX shall assume responsibility for these obligations. All street construction and repairs shall comply with the City subdivision regulations and inspections will be performed by the city engineer.

### **STAFF RECOMMENDATION**

It is recommended that the Commission approve the attached road maintenance and development agreement with SpaceX.

Suggested Motion: "I move to approve the road maintenance and development agreement between Starbase and SpaceX."

### **ATTACHMENTS**

Road Maintenance and Development Agreement

## **ROAD MAINTENANCE & DEVELOPMENT AGREEMENT**

This Road Construction Maintenance & Development Agreement ("Agreement") by and between Starbase, Texas, a municipal corporation and Type "C" General Law City of the State of Texas ("City") and Space Exploration Technologies Corp., a corporation organized and existing under the laws of the State of Texas ("SpaceX"), is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2025 (the "Effective Date"). The City and SpaceX may be individually referred herein as "Party" and collectively as the "Parties."

### **RECITALS AND FINDINGS**

WHEREAS, SpaceX owns and is proposing to develop certain tracts of land in the City of Starbase, Texas (the "Property"), and is willing to improve, maintain, repair, construct, and develop certain public roadways or rights-of-way within the city limits of the City that surround or are near the Property ("Roadway Improvements") and enter into this road construction maintenance and development agreement; and

WHEREAS, to date SpaceX and Cameron County, Texas had entered and executed a road maintenance & development agreement on or about July 21, 2022, wherein all roadway improvements including the design, reconstruction or construction, drainage facilities, and infrastructure were performed by SpaceX, and SpaceX agreed to assume responsibility for the development, implementation and expense of all road improvements; and

WHEREAS, the agreement with Cameron County terminated upon the formation of the municipal corporation Starbase, Texas on or about May 20, 2025.

WHEREAS, the City has determined that the Roadway Improvements will provide the benefit of serving the public interest and welfare and enhance the economic stability and growth of the City, increase mobility by construction of roadways and related infrastructure, and facilitate the development of raw land;

WHEREAS, it is the intent of the Parties that SpaceX shall be responsible, under the City's control, for the development and implementation of all the Roadway Improvements and ongoing compliance with the requirements set forth in this Agreement;

WHEREAS, SpaceX agrees to assume the financial responsibility for the Roadway Improvements and will not seek reimbursement from the City for the Roadway Improvements; and

WHEREAS, the Parties agree that efficient ingress, egress and traffic management are important to the success of the newly created City and the health, safety, and welfare of the current and future residents of the City.

NOW, THEREFORE, for and in consideration of the promises and the mutual agreements set forth herein, the City and SpaceX hereby agree as follows:

## **ARTICLE I** **IMPROVEMENTS**

1.01. **Scope of the Roadway Improvements.** The Roadway Improvements are to be constructed in multiple phases in accordance with the timetable and needs of SpaceX to improve the Property. This Agreement shall supersede and eliminate the need for the City's standard permitting process as to the Roadway Improvements. However, SpaceX is under no obligation to perform Roadway Improvements that are not in accordance with the needs of SpaceX. The Roadway Improvements shall consist of the following: the maintenance, design, reconstruction, or construction, of all platted, unplatted, undeveloped, and de facto roads, drainage facilities, gates, and infrastructure within the City's rights of way.

1.02. **Improvement Costs.** All of the costs of Road Improvements, as to the work performed by SpaceX under the City's control together with such other costs as may be related thereto (including, without limitation, all costs incurred directly by SpaceX for engineering, testing and inspection required in connection with the construction of the Road Improvements), shall be paid solely by SpaceX and shall not be reimbursed by the City. It is specifically intended and agreed that the City shall make no financial contribution related to the Road Improvements and that such Road Improvements shall be paid solely by SpaceX. However, the City expressly authorizes SpaceX to proceed with such Roadway Improvements on the timetable selected by SpaceX. The City further agrees that at all times it shall remain in control and oversight of all such Roadway Improvements.

1.03. **Improvement Quality.** SpaceX shall ensure all Roadway Improvements will meet the applicable:

- i. Design and construction criteria and standards established by the City in the most current version of the City's Subdivision Rules and Regulations;
- ii. Pavement Sections standards and Roadway Sections standards in the Subdivision Rules; and
- iii. Any other ordinances, successors, or amendments made of or to applicable City regulations of which City shall notify SpaceX.

1.04. **Site Development Plan.** SpaceX shall submit a site development plan (the "Plan") to the City, and the City shall review the Plan and respond to SpaceX with an approval or request for additional information or revision of the Plan within five (5) business days of City's receipt of the Plan. SpaceX shall have the authority to proceed with preparation work, including but not limited to, clearing and rough grading and/or filling dirt prior to the City's approval of the Plan. SpaceX may not proceed with any permanent improvements such as drainage infrastructure prior to the City's approval of the Plan. Upon the City's approval of the Plan, SpaceX may proceed immediately with the Roadway Improvements.

1.05. Inspection by City. At the time of the proposed work, or the restoration of existing improvements, the design criteria, inspection standards, and testing methodologies shall be consistent with the most current version of the City - Subdivision Rules and Regulations Manual.

1.06 Engagement of Contractor. If SpaceX engages a contractor to construct the Roadway Improvements, such contractor shall be procured by SpaceX (the “Contractor”) in accordance with applicable law as has been provided by statute and in accordance with the terms and conditions of this Agreement

1.07 Covered Property. This Agreement permits SpaceX to take the foregoing activities related to the construction and design of Roadway Improvements on property owned by SpaceX and its associated affiliates, on land whereby the landowner(s) holding the majority of the interest in the property has requested SpaceX to engage in such activities on their behalf, and/or on land within the City’s rights of way, including but not limited to those described in Section 1.01 of this Agreement.

1.08. Control and Ownership. The City acknowledges and agrees that at all times it retains sole control and ownership of the Roadway Improvements and the public roads on which they are made as referenced herein and that SpaceX shall have no ownership or control of any such roads or Roadway Improvement at any time. The City retains discretion to make Roadway Improvements on its own accord. The City further acknowledges and agrees that SpaceX shall have no obligation to install street lighting, traffic signals, warning or safety signs or other signage on or around such Roadway Improvements on the public roads referenced herein.

## **ARTICLE II TERM**

2.01 SpaceX’s development of the Roadway Improvements shall continue until SpaceX ceases to use any portion of the Property for its business for the fabrication, testing or launching of rockets. Upon the occurrence of the cessation of such Space X activities on the Property, this agreement shall terminate. In either scenario, SpaceX shall give the City 30 days written notice.

## **ARTICLE III**

### **MISCELLANEOUS PROVISIONS**

3.01. In consideration of SpaceX’s agreement to assume full financial responsibility for the Roadway Improvements and for which SpaceX will not seek reimbursement from the City, all City fees for the Roadway Improvements constructed by SpaceX as set out in the City’s Fee Schedule are hereby waived. The only fees payable under this Agreement are those detailed in **Exhibit A**.

3.02. Dedication of Roadway Improvements. Within sixty (60) days after City's approval of any Roadway Improvement, City will accept SpaceX’s dedication of the Roadway Improvements except any roads maintained and operated by the State of Texas. Any Roadway

Improvements, including but not limited to roads, infrastructure, gates and/or drainage facilities may be used prior to the City's acceptance of SpaceX's dedication of the Roadway Improvements.

3.03 Default; Remedies. In the event that any Party to this Agreement that reasonably believes that the other Party to this Agreement has defaulted in the performance of any material condition, term, or obligation owed to that Party under this Agreement, that Party shall within ten (10) business days after discovery of said default, give written notice of the default to the defaulting Party, specifying in detail the provision or provisions of this Agreement that have allegedly been breached and what specific action must be taken to cure or correct the default. Should the Party receiving the notice fail to commence action to correct the default within a reasonable amount of time, the Party giving the notice of default may declare the defaulting Party in default. In addition to any other right or remedy available to the Parties under this Agreement, in the event that a Party is declared in default, the complaining Party shall have the right (but not the obligation), in its sole discretion, to exercise its rights or specific performance to require the Party alleged to have defaulted or breached to perform. In addition, the City also reserves the right to assess the Roadway Improvements prior to SpaceX's cessation. Furthermore, the Parties reserves all legal rights and remedies to request and enforce specific performance prior to cessation.

3.04. INDEMNIFICATION AND HOLD HARMLESS. SPACEX AGREES TO INDEMNIFY, PROTECT, AND HOLD HARMLESS CITY, ITS AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, COSTS, AND ATTORNEYS' FEES, RELATED TO THE INJURY TO PERSONS OR DAMAGE TO PROPERTY CAUSED BY SPACEX'S NEGLIGENT PERFORMANCE OF WORK ON THE ROADWAY IMPROVEMENTS, EXCEPT TO THE EXTENT OF CITY'S NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT.

3.05. Assignability. Performance by SpaceX under the terms and conditions of this agreement are deemed personal and, as such, any attempt to convey, assign, or transfer those duties and obligations without the prior written approval and consent by the City are void.

3.06. Severability. If any provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void; but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the Parties.

3.07. Complete Agreement. This Agreement represents the complete agreement of the Parties with respect to the subject matter hereof and supersedes all prior written and oral matters related to this Agreement. Any amendment to this Agreement must be in writing and signed by all Parties hereto or permitted or approved assignees.

3.08. Forum Selection. This Agreement shall be governed and interpreted under the laws of Texas.

3.09. Conflicts with Ordinances. The Parties agree that any City ordinance, or regulation by any other agency over which the City has control, or enforcement/administration powers, whether heretofore or hereafter adopted, that addresses matters that are covered by this Agreement shall remain in effect. However, issues of compliance and interpretation shall be addressed by

consultation and communication and best efforts to reach resolution related to such Roadway Improvements and the work performed by SpaceX pursuant to the terms of this Agreement.

3.10. Amendment. Any term of this Agreement may be amended or waived only by an instrument in writing and signed by both Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in multiple copies, each of equal dignity, as of the date and year set forth on the first page hereof.

CITY OF STARBASE TEXAS

By: \_\_\_\_\_  
Robert Peden, Mayor

SPACE EXPLORATION  
TECHNOLOGIES CORP.,  
A Texas corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

## **EXHIBIT A**

### **FEES**

Site Development Construction Plan Review Services Fees (Hourly Fees \$190-\$375)	\$2,500 + Hourly Professional Services Fees
Civil-site construction inspection Services Fees (Hourly Fees \$190-\$375)	\$50.00 + Hourly Professional Services Fees
Reinspection (due to failed inspection) (Hourly Fees \$190-\$375)	Hourly Professional Services Fees

# **S T A R B A S E**

## **CITY COMMISSION AGENDA MEMO**

**TO: Mayor and City Commission**  
**FROM: City Administrator**

**ITEM: Nuisance Standards to Govern General Standards of Property Maintenance**

**SUMMARY**

The City of Starbase wants to provide a very livable community with excellent quality of life for our residents. Therefore, general property maintenance standards are needed to ensure maintenance of private property.

**BACKGROUND**

State law provides municipalities the authority to regulate nuisances such as junked vehicles and substandard structures, health and safety threats and other matters as set out in the Texas Local Government Code chapters 214 and 217, Texas Health and Safety Code chapter 341, Texas Transportation Code chapter 683, and other Texas laws. Many cities have adopted nuisance regulations as a way to enhance the appearance of their communities and to protect the health, safety and welfare of their residents. Upon adoption a Code Enforcement Officer retained by SAFEbuilt will be responsible for enforcing these regulations.

**STAFF RECOMMENDATIONS**

It is recommended that the City Commission adopt the attached nuisance ordinance.

Suggested Motion: "I move to approve the nuisance ordinance providing for the standards declaring a nuisance, for abatement of nuisances to ensure for proper maintenance of property within the city limits."

**ATTACHMENTS**

Nuisance Ordinance

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STARBASE, TEXAS, ADOPTING INTO ITS CODE OF ORDINANCES THIS ORDINANCE ENTITLED “NUISANCES” PURSUANT TO TEXAS LOCAL GOVERNMENT CODE CHAPTERS 214 AND 217, TEXAS HEALTH AND SAFETY CODE CHAPTER 341, TEXAS TRANSPORTATION CODE CHAPTER 683, AND OTHER LAW, WHICH ORDINANCE SHALL GOVERN THE DEFINITION AND EXISTENCE OF NUISANCES IN THE CITY, THE REMEDIATION OF SAME, AND GENERAL STANDARDS BY WHICH PROPERTY WITHIN THE CITY WILL BE KEPT AND MAINTAINED; MAKING FINDINGS; PROVIDING SEVERABILITY, REPEALER AND SAVINGS CLAUSES; PROVIDING AN EFFECTIVE DATE; AND FINDING AND DETERMINING THE MEETING AT WHICH THIS ORDINANCE IS ADOPTED TO BE OPEN TO THE PUBLIC AS REQUIRED BY LAW.**

**WHEREAS**, the City of Starbase (“City”), having over 500 inhabitants, possesses the powers of a Type A general law municipality in the State of Texas pursuant to the provisions of Texas Local Government Code § 51.051; and

**WHEREAS**, state law provides that municipalities in this State have the authority to regulate nuisances, substandard structures, junked vehicles, health and safety threats, and other matters addressed herein pursuant to Texas Local Government Code chapters 214 and 217, Texas Health and Safety Code chapter 341, Texas Transportation Code chapter 683, and other law; and

**WHEREAS**, the City Commission of the City of Starbase (the “City Commission”) finds that it is in the interest of the City to regulate such conditions to ensure the health, safety, and welfare of the citizens of the City are maintained; and

**WHEREAS**, it is deemed necessary by the City Commission to adopt this Nuisance code into the code of ordinances of the City to govern such conditions; and

**WHEREAS**, the City Commission acknowledges that should the ordinances of the City be codified, this ordinance should be codified as a chapter therein entitled “Nuisances.”

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

**SECTION 1. Findings Incorporated.** The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

**SECTION 2. Enactment.** That this Nuisance Ordinance be enacted and including into the Code of Ordinances of the City of Starbase, Texas.

**SECTION 3. Nuisance Ordinance.** The Nuisance Ordinance is as follows:

**ARTICLE I. IN GENERAL**

**Secs. 1—9. Reserved.**

**ARTICLE II. LITTER, TRASH, WEEDS AND OTHER NUISANCES**

**Sec. 10. Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Abate* means to eliminate by removal, repair, rehabilitation, or demolition.

*Building* means any structure used or intended for supporting or sheltering any use or occupancy.

*Brush* means scrub vegetation or dense undergrowth.

*Carrion* means the dead and putrefying flesh of any animal, fowl or fish.

*Dump* means to dispose, discharge, place, deposit, throw, leave, sweep, scatter, unload, toss or leak junk, garbage, refuse or trash and debris on or into land or water.

*Filth* means any matter in a putrescent state.

*Garbage* means any kitchen refuse, food stuffs or related material, including all decayable waste.

*Impure or unwholesome matter* means any putrescible or non-putrescible condition, object or matter which tends, may, or could cause injury, death or disease to human beings.

*Litter* means all worn out, worthless or discarded material, including, but not limited to, any of the following materials, or parts of said materials or any combination thereof: new or used iron, steel or nonferrous metallic scrap, brass or waste materials; used and/or inoperative household appliances, household electrical or plumbing fixtures, floor coverings and/or window coverings not currently in use; used lumber, brick, cement block, wire, tubing and pipe, tubs, drums, barrels, and/or roofing material not currently in use; air conditioning and heating equipment not currently in use; used vehicle components and parts not currently in use; used furniture other than that designed for outdoor use; used and/or inoperative residential lawn care equipment and machinery not currently in use; used pallets, windows or doors not currently in use; new or used sheet metal, structural steel and/or chain not currently in use; used and/or inoperable vending machines, radios and/or televisions not currently in use; leaves, grass clippings and yard debris, brush, and any other materials that result from landscaping maintenance and land cleaning or clearing operations; and any other type of used and/or inoperative machinery or equipment not currently in use, used tires and other miscellaneous wastes or rejected matter.

*Matter* means that of which any physical object is composed.

*Nuisance* means any condition, object, material or matter that is dangerous or detrimental to human life or health; or that renders the ground, the water, the air or food a hazard or likely to cause injury to human life or health; or that is offensive to the senses; or that threatens to become

detrimental to the public health; and shall include, but not be limited to: any abandoned wells, shafts or basements, abandoned refrigerators, stagnant or unwholesome water, sinks, privies, filth, carrion, rubbish, junk, trash, debris or refuse, impure or unwholesome matter of any kind, any objectionable, unsightly, or unsanitary matter of whatever nature.

*Objectionable, unsightly or unsanitary matter* means any matter, condition or object which is objectionable, unsightly or unsanitary to a person of ordinary sensitivities.

*Owner* means any person or entity shown as the property owner on the latest property tax assessment rolls or any person having or claiming to have any legal or equitable interest in the property, including any agent who is responsible for managing, leasing or operating the property.

*Person* means any individual, firm, partnership, association, business, corporation or other entity.

*Property* means all privately owned, occupied or unoccupied property, including vacant land, and/or any buildings. The term shall also include a yard, ground, wall, driveway, fence, porch, steps or other structure appurtenant to the property.

*Putrescible* means the decomposition of organic matter with the formation of foul-smelling, incompletely oxidized products.

*Refuse* means heterogeneous accumulation of worn out, used, broken, rejected or worthless materials, including, but not limited to, garbage, rubbish, paper or litter, and other decayable or nondecayable matter.

*Structure* means that which is built or constructed.

*Vegetative growth* means any grass, weeds, shrubs, trees, brush, bushes or vines.

*Weeds* means any vegetation that because of its height is objectionable, unsightly or unsanitary, excluding: shrubs, bushes and trees, cultivated flowers, and cultivated crops.

## **Sec. 11. Prohibited accumulations, dumping, stagnant water, trash, and other unsightly or unsanitary matter declared a nuisance.**

- (a) It is unlawful and declared a nuisance for any person owning, claiming, occupying or having supervision or control of any real property, occupied or unoccupied, within the corporate limits of the city, to permit or allow any stagnant or unwholesome water, sinks, refuse, filth, carrion, weeds, rubbish, brush and refuse, trash, debris, junk, garbage, impure or unwholesome matter of any kind, or objectionable or unsightly matter of whatever nature to accumulate or remain upon any such real property or within any public easement on or across such real property or upon any adjacent public street or alley right-of-way between the property line of such real property and where the paved surface of the street or alley begins.
- (b) It shall be unlawful and declared a nuisance for any person to dump, or permit to be dumped, upon or along any drain, gutter, alley, sidewalk, street, park, right-of-way or vacant lot into or adjacent to water, or any other public or private property within the corporate limits of the city, any unwholesome water, refuse, rubbish, trash, debris, filth, carrion, weeds, brush, junk, garbage, impure or unwholesome matter of any kind or other objectionable or unsightly matter of whatever kind.

- (c) It shall be the duty of all such persons to keep the sidewalks in front of their property free and clear of all such matter, and to fill up, drain or regrade any lots, ground or yards which shall have stagnant water thereon, and to cleanse and disinfect any house, building, establishment, lot, yard or ground from refuse, rubbish, trash, filth, carrion, or objectionable, unsightly or unsanitary matter of any kind, or other impure or unwholesome matter of any kind.

**Sec. 12. Grass or weeds in excess of twelve inches in height declared a nuisance and prohibited.**

- (a) It shall be unlawful for any person owning, claiming, occupying or having supervision or control of any real property, occupied or unoccupied, within the corporate limits of the city to fail to remove or mow any weeds or grass growing in excess of twelve (12) inches in height anywhere on said real property, including easements and rights-of-way.

Exception: The cutting, pruning or elimination of trees, shrubs and vegetation located on property in a naturally vegetative state as determined by the city administrator, or their designee.

- (b) It shall be unlawful for any person owning, claiming, occupying, or having supervision or control of any real property, occupied or unoccupied, within the corporate limits of the city to fail to remove or mow wildflowers after such time as seeds have matured following the final blooming of the majority of the plants, or native grasses after such time as the majority of a species have gone dormant.

(c)

- (d) The provisions of this section shall not apply to any area greater than one hundred (100) feet from any open street or thoroughfare, as measured from the right-of-way line of such street or thoroughfare, and greater than one hundred (100) feet from any adjacent property under different ownership and on which any building is located or on which any improvement exists, as measured from the property line for lots, tracts, or parcels.

- (f) Property included as part of a conservation easement shall be exempt from these provisions.

**Sec. 13. Vegetation and dirt in alley, street or sidewalk.**

- (a) An owner, occupant, or person in control of any private premises abutting an alley, street, or sidewalk within the city commits an offense if he allows any vegetation, including, but not limited to, trees, shrubbery, bushes, and vines, to grow on the premises so as to project across the property line.

Exception:

- (1) Any vegetation that projects over or into an alley or street and is at a height of at least fifteen (15) feet above the alley or street pavement; or
- (2) Any vegetation that projects over a public sidewalk and is at a height of at least eight (8) feet above the sidewalk pavement and does not obstruct the visibility of a traffic control sign, signal or device or interfere with garbage or trash collection adjacent to the sidewalk.

- (b) An owner, occupant, or person in control of any private premises abutting an alley, street, or sidewalk within the city commits an offense if he allows any vegetation to grow over or upon the surface of an improved right-of-way.
- (c) An owner, occupant, or person in control of any private premises abutting a public sidewalk within the city commits an offense if he allows dirt, garbage, rubbish or other matter that impedes the use of the public sidewalk to remain on the sidewalk.
- (d) Vegetation growing in violation of this section is a nuisance and may be abated by the city in accordance with section 15 of this article.

#### **Sec. 14. Inspections.**

For the purpose of ascertaining whether violations of this code exist, the city administrator, or their designee, is authorized to inspect:

- (a) The exterior of a structure and premises which contain no structure; and
- (b) If entry onto the property is refused, the city administrator, or their designee, shall have every recourse provided by law, including, but not limited to, an administrative search warrant or an injunction to secure entry. If the owner, occupant, or person in control cannot be identified or located, the city administrator, or their designee may enter the property to the extent allowed by law.

#### **Sec. 15. Notice of violation and to abate; failure to comply; correction by city.**

- (a) It shall be the duty of the city administrator, or their designee, or his duly appointed representative to give a minimum of seven (7) days' official notice to such person violating the terms of this article, subject to the provisions herein stated. The notice shall be in writing and may be served on such person violating the terms of this section by any one or more of the following methods:
  - (1) Delivering it to him in person;
  - (2) By letter or written notice addressed to such person at the person's address as recorded in the appraisal district in which the property is located and delivered by United States regular mail; or
  - (3) If personal service cannot be obtained:
    - a. By publication once within seven (7) consecutive days in the city's official newspaper;
    - b. By posting the notice on or near the front door of each building on the property to which the violations relates; or
    - c. By posting the notice on a placard attached to a stake driven into the ground on the property to which the violation relates, if the property contains no buildings.
- (b) If such person violating the terms of this article fails or refuses to comply with the demand for compliance contained in the aforementioned notice, within seven (7) days after the date of notification as provided herein, the city may go upon such property and do or cause to be done in order to obtain compliance with this article. All costs, charges and expenses

(hereinafter "charges") incurred in doing or in having such work done shall be a charge and fine to, and a personal liability of, such person.

- (c) If the city mails a notice to the property owner in accordance with subsection (b) of this section and the United States Postal Service returns the notice as refused or unclaimed, the validity of the notice is not affected, and the notice is considered as delivered.
- (d) The city, in the notice provided herein, may inform the owner by certified mail, return receipt requested or regular mail and a posting on the property that if the owner commits another violation of the same kind or nature that poses a danger to the public health and safety on or before the first anniversary of the date of such notice, the city, without further notice, may correct the violation at the owner's expense and assess the expense against the property. If the violation, covered by a notice under this subsection, occurs within said one-year period, and the city has not been informed in writing by the owner of an ownership change, then the city, without notice, may take any action permitted by subsection (a) of this section, and assess its expenses as provided by section 16.

**Sec. 16. Additional authority to abate nuisance.**

- (a) The city may abate, without notice, weeds that:
  - (1) Have grown higher than forty-eight (48) inches; and
  - (2) Are an immediate danger to the health, life, or safety of any person in the opinion of the city administrator, or their designee, or the fire marshal.
- (b) Not later than the tenth day after the date the city abates weeds under this section, the city shall give notice to the property owner. The notice shall contain:
  - (1) An identification, which is not required to be a legal description, of the property;
  - (2) A description of the violations of the ordinance that occurred on the property;
  - (3) A statement that the city abated the weeds;
  - (4) An explanation of the property owner's right to request an administrative hearing about the city's abatement of the weeds; and
  - (5) A statement of the charges incurred by the city in doing or in having such work done as necessary to bring the real property into compliance with this article.
- (c) If the property owner files a written request with the city administrator, or their designee, no later than thirty (30) days after the date of the abatement of the weeds, the city shall conduct an administrative hearing before the city commission on the abatement of weeds under this section. An administrative hearing conducted under this section shall be conducted not later than the twentieth day after the date a request for a hearing is filed. The owner may testify or present any witnesses or written information relating to the city's abatement of the weeds. The city commission shall determine what amount, if any, is owed by the property for the abatement of the violation. If the property owner fails to submit a written request for an administrative hearing within thirty (30) days of the abatement, the property owner forfeits any right to an administrative hearing and will be responsible for the cost of the abatement plus any administrative fees and interest as allowed by this chapter.

- (d) The city may assess expenses and create liens under this section as it assesses expenses and creates liens under section 17. A lien created under this section is subject to the same conditions as a lien created under section 17. The authority granted the city by this section is in addition to the authority granted by section 17.

**Sec. 17. Expenses incurred by city; lien.**

- (a) If a notice describing the violation and the city's rights to impose a lien on the property without further notice as provided for herein is delivered to the owner of such real property, and he fails or refuses to comply with such demand for compliance within the seven-day time period established herein, the aforementioned charges shall be, in addition to a charge to and personal liability of said owner, a privileged lien upon and against such real property, including all fixtures and improvements thereon.
- (b) To perfect the lien against the real property, the city clerk shall file a written statement of such charges with the county clerk of the county for filing in the county land and deed records. Said statement shall be deemed sufficient if it contains the following minimum information; however, it may also contain such other information deemed appropriate by the mayor, the city administrator, or their respective designee, or his duly appointed representative:
- (1) The name of the owner of the real property, if known;
  - (2) A legal description of the real property;
  - (3) A statement of the charges incurred by the city in doing or in having such work done as necessary to bring the real property into compliance with this article.
- (c) All such charges shall bear interest at the rate of ten (10) percent per annum from the date of payment by the city. The lien obtained is security for the expenditures made and is inferior only to tax liens and liens for street improvements. The city may bring suit to collect the charges, institute foreclosure proceedings, or both. The written statement of such charges provided for herein, or a certified copy thereof, shall be *prima facie* evidence of the city's claim for charges or right to foreclose the lien. The owner of the real property or any other person claiming, occupying or having supervision or control of the real property shall be jointly and severally liable for such charges.
- (d) This remedy is in addition to any penal provision provided herein.

**Sec. 18. Enforcement.**

The provisions of this article shall be enforced by the city administrator, or their designee, and it shall be unlawful for any person to interfere with or hinder the city administrator, or their designee, in the exercise of their duties under this article.

**Sec. 19. Penalty for violation of article.**

- (a) Any person or entity who violates or fails to comply with any provision or requirement of this article, who continues to violate or fail to comply with same, seven (7) days after notice is given and received as set forth in section 15 shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined in a sum of no less than one hundred fifty

dollars (\$150.00) and not to exceed two hundred dollars (\$200.00) for the first conviction, a fine of no less than three hundred dollars (\$300.00) and not to exceed four hundred fifty dollars (\$450.00) for the second conviction, and a fine of no less than four hundred fifty-one dollars (\$451.00) and not to exceed two thousand dollars (\$2,000.00) for the third conviction and any conviction thereafter.

- (b) In addition to imposing a criminal penalty the city may, in accordance with the state law, bring a civil action against a person violating a provision of this code. The civil action may include, but is not limited to, a suit to recover a civil penalty authorized by state law for each day or portion of a day during which the violation is committed or continued.
- (c) The civil penalties provided for in this section, and any criminal penalties, are in addition to any other enforcement remedies including injunctive relief that the city may have under city ordinances and state law.

**Secs. 20—24. Reserved.**

**Sec. 25. Swimming pool nuisances.**

The following shall be considered public nuisances:

- (a) A swimming pool that does not contain a fence surrounding it that is at least four (4) feet in height, has a self-closing and self-latching gate and has no openings in the fence that would allow the passage of a four-inch diameter sphere.

Exception: If the pool contains a cover over the entire swimming pool that cannot be removed by child.

- (b) A person commits an offense if the person allows or permits water within a swimming pool to become stagnant to the point that the bottom of the pool is not clearly visible or the water has an offensive odor.

**Sec. 26. Disposal of litter or refuse.**

- (a) A person commits an offense if the person disposes or allows or permits the disposal of litter or refuse at a place that is not an approved solid waste site, including a place on or within three hundred (300) feet of a public highway, on a right-of-way, on other public or private property.
- (b) A person commits an offense if the person receives litter or refuse for disposal at a place that is not an approved solid waste site, regardless of whether the litter or the land on which the litter is disposed is owned or controlled by the person.
- (c) A person commits an offense if the person transports litter or refuse to a place that is not an approved solid waste site for disposal at the site.
- (d) A person commits an offense if the person throws or deposits litter or refuse in or upon any street, sidewalk or other public place within the city, except in public receptacles or in authorized private receptacles each of which shall have serviceable covers in good repair.
- (e) A person commits an offense if the person in control of any private property fails to maintain the premises free of litter and refuse. Provided, however, that this paragraph shall

not prohibit the storage of litter in authorized private receptacles for collection nor prohibit the appropriation of yard trimmings, leaves or similar materials from the property to a beneficial use, such as, but not limited to, composting. Composting shall comply with all requirements in 30 Texas Administrative Code § 332.4.

- (f) A person commits an offense if the person sweeps into or deposits in any gutter, street or other public place within the city the accumulation of litter or refuse from any building or lot or from any public or private sidewalk or driveway. Persons owning or occupying property shall keep the sidewalk in front of their premises free of litter and refuse.

**Sec. 27. Litter or refuse on property.**

- (a) A person commits an offense if the person keeps, stores or accumulates litter or refuse on a premises unless the refuse is entirely contained in a closed receptacle.
- (b) A person commits an offense if the person keeps, stores or accumulates litter or refuse on a premises for ten (10) days or more.

**Sec. 28. Outside storage.**

Open storage is prohibited unless specifically allowed within the zoning district in which the property is located.

Exception: Firewood, BBQ grills, recreational items, working lawn equipment, landscaping and planters.

**Sec. 29. Buildings and structures.**

A person commits an offense if the person maintains a building or structure in a manner that is structurally unsafe or constitutes a hazard to safety, health, or public welfare because of inadequate maintenance, unsanitary conditions, dilapidation, obsolescence, disaster, damage or abandonment or because it constitutes a fire hazard.

**Secs. 30—39. Reserved.**

### **ARTICLE III. ABANDONED VEHICLES**

**Sec. 40. Definitions.**

The following words, terms and phrases, when used in this article, shall have the following meanings:

*Abandoned vehicles.* A motor vehicle is abandoned if the motor vehicle:

- (1) Is inoperable, is more than five (5) years old, and has been left unattended on public property for more than forty-eight (48) hours;
- (2) Has remained illegally on public property for more than forty-eight (48) hours;
- (3) Has remained on private property without the consent of the owner or person in charge of the property for more than forty-eight (48) hours;
- (4) Has been left unattended on the right-of-way of a designated county, state, or federal highway for more than forty-eight (48) hours;
- (5) Has been left unattended for more than twenty-four (24) hours on the right-of-way of a turnpike project constructed and maintained by the Texas Turnpike Authority

division of the Texas Department of Transportation or a controlled access highway; or

- (6) Is considered an abandoned motor vehicle under Transportation Code § 644.153(r).

*Aircraft garage keeper* shall mean the owner or operator of a storage facility specifically designated for aircraft, as defined by Transportation Code § 24.001(1).

*Motor vehicle* means:

- (1) Any motor driven or propelled vehicle required to be registered under the laws of this state;
- (2) A trailer or semitrailer, other than manufactured housing, that has a gross vehicle weight that exceeds four thousand (4,000) pounds;
- (3) A travel trailer;
- (4) An off-highway vehicle, as defined by Transportation Code § 551A.001; or
- (5) A motorcycle or moped that is not required to be registered under the laws of this state.

*Motor vehicle demolisher* means a person whose business is to convert a motor vehicle into processed scrap or scrap metal or to otherwise wreck or dismantle a motor vehicle.

*Outboard motor* shall mean an outboard motor subject to registration under Parks and Wildlife Code ch. 31.

*Police department* shall mean any certified peace officer employed by the city or contracted to the city to provide law enforcement services, regardless of what department holds that officer's commission;

*Special interest vehicle* means a motor vehicle of any age that has not been altered or modified from the original manufacturer's specifications and, because of its historic interest, is being preserved by hobbyists.

*Storage facility* includes a garage, parking lot, or establishment for the servicing, repairing, or parking motor vehicles.

*Watercraft* a vessel subject to registration under Parks and Wildlife Code ch. 31.

## **Sec. 41. Enforcement of division.**

A person authorized by the city to administer the procedures authorized by this division may enter private property for the purposes specified in the procedures to examine a vehicle or vehicle part, obtain information as to the identity of the vehicle, and remove or cause the removal of a vehicle or vehicle part that constitutes a nuisance. The municipal court of the city may issue orders necessary to enforce the procedures.

## **Sec. 42. Penalty for violation of article.**

A person who violates a provision of this article is guilty of a separate offense for each day or portion of a day during which the violation is committed, continued or permitted.

**Sec. 43. Authority to take possession.**

A member of the police department may take into custody an abandoned motor vehicle, aircraft, watercraft or outboard motor found on public or private property. The police department may use its own personnel, equipment, and facilities or contract for other personnel, equipment, and facilities to remove, preserve, store, send notice regarding, and dispose of an abandoned motor vehicle, aircraft, watercraft, or outboard motor taken into custody by the police department under this section.

**Sec. 44. Notification of owner and lienholders.**

- (a) *Notice.* The police department shall send notice of abandonment as required by Transportation Code § 683.012, as amended. A licensed vehicle storage facility that takes possession of an abandoned motor vehicle under authority of the police department shall comply with all provisions of Occupations Code ch. 2303.
- (b) *Consequences and effect of failure to reclaim.* The consequences and effect of failure to reclaim an abandoned motor vehicle are set forth in a valid notice given in this subsection.

**Sec. 45. Storage fees.**

If the police department takes into custody an abandoned motor vehicle, aircraft, watercraft or outboard motor, the city is entitled to reasonable storage fees as allowed under Transportation Code § 683.013.

**Sec. 46. Use by police department.**

If the police department takes an abandoned motor vehicle into custody and the motor vehicle is not claimed, the police department may use or transfer the vehicle as allowed under Transportation Code § 683.016.

**Sec. 47. Auction or use of abandoned items; waiver of rights.**

If an abandoned motor vehicle, aircraft, watercraft, or outboard motor is not claimed under section 44, the police department may auction the vehicle per Transportation Code § 683.014.

**Sec. 48. Auction proceeds.**

A law enforcement agency is entitled to reimbursement from the proceeds of the sale of an abandoned motor vehicle, aircraft, watercraft, or outboard motor as allowed by Transportation Code § 683.015.

**Sec. 49. Garagekeeper's duty: Abandoned motor vehicles.**

The duties of a garagekeeper shall be as stated in V.T.C.A. ,Transportation Code § 683.031.

**Sec. 50. Garagekeeper's fees and charges.**

Garagekeepers shall be entitled to collect the fees contained in Transportation Code § 683.032.

**Sec. 51. Unauthorized storage fee; offense.**

- (a) A person commits an offense if the person charges a storage fee for a period for which the fee is not authorized by section 50.
- (b) An offense under this subsection is a misdemeanor punishable by a fine of not less than two hundred dollars (\$200.00) or more than one thousand dollars (\$1,000.00).

**Sec. 52. Disposal of vehicle abandoned in storage facility, other property.**

- (a) The police department may dispose of any vehicle abandoned in a storage facility as required by Transportation Code § 683.034.
- (b) Any personal property other than vehicles covered under section 66 et seq. abandoned or left unclaimed upon the streets, alleys or other public ways of the city for a period exceeding ten (10) days shall be taken up by any police officer of the city and stored and held in such place as may be designated by city administrator or his or her designee.
- (c) An accurate record of any property taken up by the police department under this section shall be kept in the office of the city administrator or his or her designee, with the date of such taking.
- (d) Any person who shall satisfactorily establish that he is the owner hereof, may reclaim any personal property taken up under this section from the city administrator or his or her designee at any time after the taking thereof and before the sale thereof under the provisions of section 52, upon payment to the city clerk of the necessary expense of taking and storing the same, to be certified by the city administrator or his or her designee.
- (e) Whenever, in the judgment of the city administrator or his or her designee, sufficient articles have been accumulated and held under section 51 for a period of sixty (60) days or more to justify the expense of a sale thereof, the same may be sold by the city administrator or his or her designee, at public auction. Each item of such property which has been held by the police department for more than sixty (60) days shall be sold to the highest bidder for cash, and the chief of police shall convey to the purchaser, by bill of sale, title to such property. Accurate records of each sale shall be kept showing the price for which each article was sold.
- (f) At any time within six (6) months after the sale of any property pursuant to this section, the owner of such property, upon written application, shall be entitled to receive the proceeds of the sale from the city, less the necessary expense of taking, storing and selling the property. Application for repayment by the owner of any such property shall be filed with the city clerk and passed upon by the city commission.

**Sec. 53. Unattended vehicles.**

- (a) *Obstructing traffic.* It shall be unlawful to leave a vehicle unattended within a public right-of-way or on public property that obstructs traffic.
- (b) *Removal.* Notwithstanding any of the other provisions of this division, any unattended vehicle that obstructs traffic within a public right-of-way or on public property may be immediately removed by the police department.

- (c) *Authority of city to remove.* The city shall have the authority to immediately remove any vehicle which is on public property and causes an immediate threat to human safety, health, welfare, or any governmental function, or creates a public disturbance.

**Secs. 54—69. Reserved.**

**ARTICLE IV. JUNKED AND INOPERABLE VEHICLES**

**Sec. 70. Definitions.**

The following words, terms and phrases, when used in this article, shall have the following meanings:

*Aircraft* means a device that is invented, used, or designated for air navigation or flight, other than a parachute or other device used primarily as safety equipment.

*Inoperable vehicle* shall mean any vehicle, whether a motor or non-motorized vehicle and as defined within this section or the Texas Transportation Code, which cannot be operated on the public roadway due to lack of current registration or physical condition, in accordance with all applicable state laws and this Code.

*Junked vehicle* means a vehicle that:

- (1) Is self-propelled; and
- (2) Is:
  - a. Wrecked, dismantled or partially dismantled, or discarded; or
  - b. Inoperable and has remained inoperable for more than:
    1. Seventy-two (72) consecutive hours, if the vehicle is on public property; or
    2. Thirty (30) consecutive days, if the vehicle is on private property; and
    3. Displays an expired license plate or does not display a license plate.
- (3) An aircraft that does not have lawfully printed on the aircraft an unexpired federal aircraft identification number registered under Federal Aviation Administration aircraft registration regulations in 14 C.F.R. Part 47, even if such aircraft is exempt from such requirements by other law; or
- (4) A watercraft that:
  - a. Does not have lawfully on board an unexpired certificate of number; and
  - b. Is not a watercraft described by V.T.C.A. Parks and Wildlife Code § 31.055.

*Motor vehicle* means:

- (1) Any motor driven or propelled vehicle required to be registered under the laws of this state;
- (2) A trailer or semitrailer, other than manufactured housing, that has a gross vehicle weight that exceeds 4,000 pounds;
- (3) A travel trailer;
- (4) An off-highway vehicle, as defined by V.T.C.A. Transportation Code § 551A.001; or

- (5) A motorcycle or moped that is not required to be registered under the laws of this state.

*Motor vehicle collector* means a person who:

- (1) Owns one (1) or more antique or special interest vehicles; and
- (2) Acquires, collects, or disposes of an antique or special interest vehicle or part of an antique or special interest vehicle for personal use to restore and preserve an antique or special interest vehicle for historic interest.

*Motor vehicle demolisher* means a person in the business of:

- (1) Converting motor vehicles into processed scrap or scrap metal; or
- (2) Wrecking or dismantling motor vehicles.

*Special interest vehicle* means a motor vehicle of any age that has not been changed from original manufacturer's specifications and, because of its historic interest, is being preserved by a hobbyist.

*Utility trailer* shall mean a non-motorized vehicle designed to be pulled by a motor vehicle, and used to transport personal property, materials or equipment, whether or not permanently affixed to the bed of the trailer.

## **Sec. 71. Junked vehicles—Public nuisance.**

- (a) Declared public nuisance. A junked vehicle that is located in a place where it is visible from a public place or public right-of-way is detrimental to the safety and welfare of the general public, tends to reduce the value of private property, invites vandalism, creates fire hazards, constitutes an attractive nuisance creating a hazard to the health and safety of minors, and is detrimental to the economic welfare of the city by producing urban blight adverse to the maintenance and continuing development of the city and is a public nuisance.
- (b) Maintenance. A person commits an offense if that person maintains a public nuisance as determined under this article.
- (c) Any junked vehicle shall be screened from any right-of-way or adjacent property by means of a solid opaque fence or shall be enclosed within a building. In no case shall any cover placed over a junked vehicle constitute adequate screening.
- (d) Vehicle repair businesses may have up to five (5) junked vehicles legally parked on the business property which are not screened from public view regardless of whether the vehicles are currently registered and inspected, provided that the vehicles are not wrecked, dismantled, partially dismantled, dilapidated, have broken window glass, or have one (1) or more flat tires.
- (e) Vehicle repair businesses may not maintain junked vehicles on their property in excess of one hundred twenty (120) consecutive days. The vehicles on the property must be on the property for the purpose of repair. Additionally, a current, valid work order must be maintained for every vehicle. A current, valid work order is a work order that is one hundred twenty (120) days old or less.
- (f) This section shall not apply to a vehicle or vehicle part that is:

- (1) Completely enclosed within a building in a lawful manner where it is not visible from the street or other public or private property; or
- (2) A vehicle or vehicle part that is stored or parked in a lawful manner on private property in connection with the business of a licensed vehicle dealer or junkyard; or
- (3) An unlicensed, operable or inoperable antique or special interest vehicle stored by a collector on the collector's property, if the vehicle and the outdoor storage area are maintained in a manner so that they do not constitute a health hazard and are screened from ordinary public view by means of a fence, rapidly growing trees, shrubbery or other appropriate means.

**Sec. 72. Junked Vehicles —Procedures for abating.**

- (a) *Generally.* The procedures for abatement and removal of a junked vehicle or a part of a junked vehicle as a public nuisance from private property, public property or a public right-of-way shall be in accordance with the provisions below. If a conflict exists between the provisions below and Transportation Code § 683.074, the provisions of Transportation Code § 683.074 shall be followed.
- (b) *Public or private property; notice and service.*
  - (1) For a nuisance on public or private property, a notice of not less than ten (10) days, stating:
    - a. The nature of the nuisance;
    - b. That the nuisance must be removed and abated within ten (10) days; and
    - c. That a request for a hearing must be made before expiration of the ten-day period.
  - (2) The notice must be mailed, by certified mail with a five-day return requested, or delivered by the United States Postal Service with signature confirmation service to:
    - a. The last known registered owner of the junked motor vehicle or part of a junked vehicle;
    - b. Each lienholder of record of the junked motor vehicle or part of a junked vehicle; and
    - c. The owner or occupant of:
      1. The property on which the junked motor vehicle or part of a junked motor vehicle is located; or
      2. If the junked motor vehicle or part of a junked motor vehicle is located on a public right-of-way, the property adjacent to the right-of-way.
  - (3) If the post office address of the last known registered owner of the nuisance is unknown, notice may be placed on the nuisance or, if the owner is located, personally delivered.

- (4) If the notice is returned undelivered by the United States Postal Service, official action to abate the nuisance shall be continued to a date not less than eleven (11) days after the date of the return.
- (c) *Reconstruction or making operable of junked vehicles.* In addition, a vehicle that is declared a junked vehicle is prohibited from being reconstructed or made operable after it has been removed by the city.
- (d) *Hearing; order for removal.* Upon request, a public hearing shall be held before the municipal court. If a hearing is requested by the owner or occupant of the public or private premises or by the owner or occupancy of the premises adjacent to the public right-of-way on which the junked vehicle is located, it shall be held within ten (10) days after service of notice to abate the nuisance. At the hearing, it is presumed, unless demonstrated otherwise by the owner, that the vehicle is inoperable. If the court determines the vehicle is in violation of this article, the court shall issue orders to abate the nuisance. An order requiring the removal of the junked vehicle shall include a description of the vehicle and the correct identification number and license number of the vehicle if the information is available at the site.
- (e) *Notice to state department of highways and public transportation.* Notice shall be given to the state department of highways and public transportation not later than the fifth day after the date of removal. The notice shall identify the vehicle or vehicle part.
- (f) *Notice to state department of parks and wildlife.* Notice shall be given to the state department of parks and wildlife not later than the fifth day after the date of removal. The notice shall identify the watercraft.
- (g) *Enforcing persons.* All actions taken in regard to junked vehicles will be taken by regularly salaried, full-time employees of the city, except that the removal of a vehicle or vehicle part from property may be by any duly authorized person.

**Sec. 73. Inoperable vehicles and inoperable motor vehicles.**

- (a) Declared nuisance. An inoperable vehicle or inoperable motor vehicle that is located in a place where it is visible from a public place, adjoining private property or a public right-of-way is detrimental to the safety and welfare of the general public, tends to reduce the value of private property, invites vandalism, creates fire hazards, constitutes an attractive nuisance creating a hazard to the health and safety of minors, and is detrimental to the economic welfare of the city by producing urban blight adverse to the maintenance and continuing development of the city and is a public nuisance.
- (b) Maintenance of nuisance. A person commits an offense if that person maintains a public nuisance as determined under this article.
- (c) Any inoperable vehicle or inoperable motor vehicle shall be screened from any right-of-way or adjacent property by means of a solid opaque fence or shall be enclosed within a building. In no case shall any cover placed over an inoperable vehicle or inoperable motor vehicle constitute adequate screening.
- (d) Vehicle repair businesses may have up to five (5) inoperable vehicles or inoperable motor vehicles legally parked on the business property which are not screened from public view

regardless of whether the vehicles are currently registered and inspected, provided that the vehicles are not wrecked, dismantled, partially dismantled, dilapidated, have broken window glass, or have one (1) or more flat tires.

- (e) Vehicle repair businesses may not maintain inoperable vehicles or inoperable motor vehicles on their property in excess of one hundred twenty (120) consecutive days. The vehicles on the property must be on the property for the purpose of repair. Additionally, a current, valid work order must be maintained for every vehicle. A current, valid work order is a work order that is one hundred twenty (120) days old or less.
- (f) This section shall not apply to a vehicle or vehicle part that is:
  - (1) Completely enclosed within a building in a lawful manner and is not visible from the street or other public or private property; or
  - (2) A vehicle or vehicle part that is stored or parked in a lawful manner on private property in connection with the business of a licensed vehicle dealer or junkyard; or
  - (3) An unlicensed, operable or inoperable antique or special interest vehicle stored by a collector on the collector's property, if the vehicle and the outdoor storage area are maintained in a manner so that they do not constitute a health hazard and are screened from ordinary public view by means of a fence, rapidly growing trees, shrubbery or other appropriate means.
- (g) Abatement and removal. An inoperable vehicle or inoperable motor vehicle that is not abated or removed within a thirty-day time period beginning from the date of the first notice of the public nuisance will be declared a junked vehicle. The procedures for abatement and removal of the junked vehicle shall be as stated in section 72.

#### **Sec. 74. Enforcement of division.**

A person authorized by the city to administer the procedures authorized by this division may enter private property for the purposes specified in the procedures to examine a vehicle or vehicle part, obtain information as to the identity of the vehicle, and remove or cause the removal of a vehicle or vehicle part that constitutes a nuisance. The municipal court of the city may issue orders necessary to enforce the procedures.

#### **Sec. 75. Penalty for violation of article.**

- (a) Any person or entity who violates a provision shall be fined in a sum of no less than one hundred fifty dollars (\$150.00) and not to exceed two hundred dollars (\$200.00) for the first conviction, a fine of no less than three hundred dollars (\$300.00) and not to exceed four hundred fifty dollars (\$450.00) for the second conviction, and a fine of no less than four hundred fifty-one dollars (\$451.00) and not to exceed five hundred dollars (\$500.00) for the third conviction and any conviction thereafter.
- (b) In addition to imposing a criminal penalty the city may, in accordance with the state law bring a civil action against a person violating a provision of this Code. The civil action may include, but is not limited to, a suit to recover a civil penalty authorized by state law for each day or portion of a day during which the violation is committed or continued.

- (c) The civil penalties provided for in this section, and any criminal penalties, are in addition to any other enforcement remedies including injunctive relief that the city may have under city ordinances and state law.

**Secs. 76—120. Reserved.**

**ARTICLE VI. SEPTIC AND SIMILAR WASTES**

**Secs. 121-128. Reserved.**

**ARTICLE VII. PREMISES MAINTENANCE**

**PART A. MINIMUM PROPERTY STANDARDS**

**Sec. 129. General.**

- (a) *Title.* This part A. shall be known as the Minimum Property Standards Code and shall be hereinafter referred to in this part as the "code."
- (b) *Purpose.* The purpose of this code is to provide minimum standards to protect the health, safety, morals, and welfare of the citizens of the City of Starbase by establishing minimum standards applicable to the use, occupancy and maintenance of all structures, buildings and properties. Minimum standards are established with respect to utilities, facilities, and other physical components essential to make structures safe, sanitary, and fit for human use and habitation. It is further declared to be the purpose and intent of this code to regulate and control public nuisances and other conditions or circumstances that adversely affect the health, safety or welfare of the general public. It is not intended that this code be interpreted or enforced to require the city to intervene in matters which are primarily personal or private in nature and which may appropriately be resolved between or among private interests without material damage to the public health, safety, or welfare.
- (c) *Compliance.* This code is found to be remedial and essential to the public interest, and it is intended that this code be liberally construed to effect its purpose. All structures within the city on the effective date of this code, or constructed thereafter, must comply with the provisions of this code.
- (d) *Scope.* This code shall apply to all zoning districts, land, properties, structures, and buildings within the city, including all vacant, occupied, residential, nonresidential, improved or unimproved land, properties, structures and buildings.
- (e) *Other ordinances.* If any other ordinances or codes of the city conflict with this code and the standards or regulations established herein, the higher or stricter standard or regulation shall prevail.

**Sec. 130. Definitions.**

The following definitions shall apply in the interpretation and enforcement of this article. When terms are not defined in this article, they shall have their ordinary accepted meanings within context with which they are used.

*Building* means any structure used or intended for supporting or sheltering any use or occupancy.

*Building code* means the International Residential Code, for cases involving one- and two-family dwellings, or the International Building Code for all other structures, both promulgated by the International Code Council, as adopted by this jurisdiction.

*Enforcement authority* means the city administrator of the City of Starbase or his/her designee.

*Graffiti* means words, phrases, designs, symbols, letters, or drawings written, painted, scratched or applied in any other way to any sidewalk, fence, wall, window, walls of buildings, tree, or other structure or item or to any portion or element thereof, whether the property is public or private, regardless of its content or nature and regardless of the nature of the material of the structural component or property.

*Nuisance* means the following:

- (1) Any public nuisance known at common law.
- (2) Any attractive nuisance which may prove detrimental to children whether in a building, on the premises of a building, or upon an unoccupied lot. This includes any abandoned wells, shafts, basements, or excavations; abandoned refrigerators and motor vehicles; any structurally unsound fences or structures; or any lumber, trash, fences, debris or vegetation which may be hazardous for children;
- (3) Whatever is dangerous to human life or is detrimental to health, as determined by the health officer;
- (4) Any tree, shrub, or other plant which creates a hazard or risk of damage or destruction to persons or property;
- (5) Any substandard condition under this code.

*Owner* means a person claiming, or in whom vested, the ownership, dominion, or title of real property, including but not limited to:

- (1) Holder of fee simple title;
- (2) The holder of a life estate;
- (3) The holder of a leasehold estate for an initial term of five (5) years or more;
- (4) The buyer in possession, or having right of possession under a contract for deed;
- (5) The mortgagee, receiver, executor, or trustee in possession or control or having the right of possession or control of real property; but not including the holder of a leasehold estate or tenancy for initial term of less than five (5) years; and
- (6) In the case of a cooperation or partnership, "owner" includes an officer, partner, or manager of the entity.

*Person* means any individual, corporation, organization, partnership, association, or any other legal entity.

*Premises* means a lot, plot or parcel of land including the buildings, structures, landscaping or trees thereon.

*Property* means a lot, plot, or parcel of land, including any structures on the land.

*Repair* means the replacement of existing work with the same kind of material used in the existing work, not including additional work that would change the structural safety of the building, or that would affect or change required exit facilities, a vital element of an elevator, plumbing, gas piping, wiring or heating installations, or that would be in violation of a provision of law or ordinance. The term "repair" or "repairs" shall not apply to any change of construction.

*Structure* means that which is built or constructed, an edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner. Structure shall include but is not limited to any residential building, non-residential building, dwelling, condominium, townhouse, apartment unit, detached garage, shed, awning, fence, screening wall, sign, swimming pool, excavation.

*Tenant* means any person or their agent who occupies a structure or property.

*Unauthorized* means without the permission of the owner or the person in control of the property, whether public or private.

### **Sec. 131. Enforcement.**

- (a) The enforcement authority for this code shall be the city administrator of the City of Starbase or his/her designee.
- (b) The enforcement authority is authorized at reasonable times to inspect:
  - (1) Premises which contain no structure; and
  - (2) The exterior of a structure and premises which contain a structure, provided, however, if such structure is occupied, the enforcement authority shall first present proper credentials and request entry on the premises;
- (c) The enforcement authority shall have the power to obtain search warrants allowing the inspection of any specified premises to determine the presence of a health hazard or unsafe building condition, including but not limited to any structural, property, or utility hazard, or in violation of any health or building regulation, statute, or ordinance.

### **Sec. 132. Penalty for violation of article.**

- (a) In addition to imposing a criminal penalty the city may, in accordance with the state law bring a civil action against a person violating a provision of this code. The civil action may include, but is not limited to, a suit to recover a civil penalty authorized by state law for each day or portion of a day during which the violation is committed or continued.
- (b) Any person, firm, or corporation violating the provisions of this part A, article VII, shall be subject to a fine, upon conviction in the municipal court, in a sum of no less than one hundred fifty dollars (\$150.00) and not to exceed two hundred dollars (\$200.00) for the first conviction, a fine of no less than three hundred dollars (\$300.00) and not to exceed four hundred fifty dollars (\$450.00) for the second conviction, and a fine of no less than four hundred fifty-one dollars (\$451.00) and not to exceed two thousand dollars (\$2,000.00) for the third conviction and any conviction thereafter. If the conviction relates to property

zoned for nonresidential purposes, fines for each tier of offense shall double but may not exceed two thousand dollars (\$2,000.00).

- (c) The civil penalties provided for in this section, and any criminal penalties, are in addition to any other enforcement remedies including injunctive relief that the city may have under city ordinances and state law.

### **Sec. 133. Responsibility.**

- (a) It shall be unlawful for any person, firm or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, equip, use, occupy or maintain any premises, building or structure, or cause or permit the same to be done in violation of this code.
- (b) Every owner and tenant of any premises shall maintain such premises in compliance with this code and in a clean, sanitary, and safe condition; and shall dispose of rubbish, garbage, junk or other waste in a lawful manner.
- (c) An owner shall not let, rent, or lease any premises for occupancy or use which does not comply with this code.

### **Sec. 134. Minimum standards; exterior grounds.**

- (a) *Sanitation.* All exterior property areas shall be maintained in a clean, safe, and sanitary condition. All portions of a building or structure shall be removed from the site within ten (10) days if the building or structure is demolished.
- (b) *Grading and drainage.* No filling, excavation or other improvement shall be performed or constructed on any property which will have an adverse effect on an existing drainage pattern on an adjacent property.
- (c) *Trees, shrubs and plants.*
  - (1) Trees, shrubs, and plants shall not obstruct the access to or from any door or window of any structure which is used, or is required by city codes and ordinances to be used, for ingress or egress.
  - (2) Trees, shrubs, or plants that are dead and which are hazardous to persons or property shall be removed.
- (d) *Nuisances.* All properties shall be maintained free of any nuisances.
- (e) *Erosion control.* The unpaved areas of the front yard shall be maintained with grass, ground cover, or other type of landscaping to such an extent that the soil, when wet, will not be picked up and spread to sidewalks or adjacent private or public property and is not subject to erosion during rains.
- (f) *Antennas, towers, stacks, etc.* Antennas, towers, stacks, satellite dishes, and similar structures must be maintained structurally sound, free of deterioration, firmly secured, and must comply with applicable requirements of the City of Starbase Zoning Ordinance, as amended.
- (g) *Accessory structures.* Carports, awnings, patio covers, garages, sheds, storage buildings, and other accessory structures shall be maintained structurally sound, and free of deterioration.

- (h) *Swimming pools and spas.* Swimming pools, spas, and similar structures shall be maintained safe, secure, free of stagnant water, and structurally and mechanically sound in accordance with the City of Starbase Code of Ordinances.
- (i) *Graffiti.* It shall be unlawful for any person who shall be in any place, public or private, to deface, write or mark, cut, print, stamp, indent or display any word, sentence, symbol, or figure on public or privately owned buildings, permanent structures, or places located on or within the city without the authorization of the property owner.

**Sec. 135. Minimum standards; exterior structure maintenance.**

- (a) *General.* The exterior of a structure shall be maintained structurally sound.
- (b) *Structural members.* All supporting structural members of all structures shall be kept structurally sound, free of deterioration, and maintained capable of safely bearing the dead and live loads upon them.
- (c) *Exterior surfaces.* The foundation, exterior wall, floor, roof, and all exterior surfaces of every structure shall be maintained in a state of repair sufficient to exclude rats, rodents, birds, vermin, and other animals. The exterior wall surface materials of every structure shall be maintained weatherproof or the surface protected as required to prevent deterioration.
- (d) *Foundation walls.* All foundation walls shall be maintained so as to safely carry applicable dead and live loads that are imposed upon the foundation walls.
- (e) *Exterior walls.* The exterior wall of every structure shall be free of holes, breaks, loose or rotting boards or timbers, and any other conditions which might admit rain or dampness to the interior portions of the walls or to the interior of the structure. The exterior wall surface materials of every structure shall be maintained weatherproof or the surface protected as required to prevent deterioration.
- (f) *Roofs.* The roof of every structure shall be structurally sound, tight, and free of leaks, and roof drainage shall be adequate to prevent rain water from causing dampness in the walls or interior portion of the structure. Roof coverings shall not be composed of tarps, plastic sheets or other materials not designed for permanent use.
- (g) *Decorative features.* The cornices, entablatures, belt courses, corbels, terra cotta trim, wall facings and similar decorative features of every structure shall be maintained in good repair with proper anchorage and in a safe condition.
- (h) *Exterior attachments.* All exterior canopies, marquees, signs, awnings, stairways, fire escapes, standpipes, rain gutters, exhaust ducts and similar overhang extensions attached to a structure shall be maintained in good repair and be properly anchored so as to be kept in a safe and sound condition, and their exterior surface materials shall be maintained weatherproof and shall be surface coated or protected as required to prevent deterioration.
- (i) *Chimneys.* All chimneys, cooling towers, smoke stacks, and similar appurtenances shall be maintained structurally safe, sound, properly mortared and in good repair, and their exterior surface materials shall be maintained weatherproof and shall be surface coated or protected as required to prevent deterioration.

- (j) *Stairs and porches.* Every stair, porch, balcony, and all appurtenances attached thereto shall be so constructed as to be safe to use and capable of supporting the loads to which it is subjected and shall be kept in sound condition and good repair, and their exterior surface materials shall be maintained weatherproof and shall be surface coated or protected as required to prevent deterioration.
- (k) *Window and door frames.* The windows, doors, and frames of every habitable structure shall be constructed and maintained in such relation to the adjacent wall construction so as to exclude rain as completely as possible from entering the dwelling or structure.
- (l) *Weathertight.* The windows and exterior doors of every habitable structure shall be fitted in their frames so as to be reasonably weathertight and shall be kept in sound condition and good repair.
- (m) *Glazing.* Every window and/or window sash shall be fully supplied with approved glazing materials which are without open cracks and holes. A window and/or window sash may be temporarily secured and/or closed with alternate materials approved by the enforcement authority for periods during actual construction, remodeling, or repairs, provided the period of time does not exceed thirty (30) days. The enforcement authority may grant extensions of time due to extenuating circumstances. When such an extension is granted, the material covering the window must be painted to match the exterior of the building.
- (n) *Garage doors.* Garage doors shall be capable of being closed reasonably plumb, and shall be kept in sound condition and good repair.
- (o) *Unauthorized entry.* Regardless of its structural condition, a building that is unoccupied by its owners, lessees, or other invitees shall be adequately secured to prevent unauthorized entry or use by vagrants or other uninvited persons as a place of harborage or could be entered or used by children.

#### **Sec. 136. Securing of buildings or structures.**

- (a) All vacant or unoccupied structures or parts of structures completely secure from unauthorized entry.
- (b) In the event that a structure becomes unsecure after compliance with the standards in this section, the owner or responsible person shall resecure immediately and maintain said building in a secure manner.

#### **Sec. 137. Substandard property; repair; vacate.**

- (a) Any structure, building or premises in violation of the minimum standards set forth herein is substandard and declared to be a nuisance. The failure of the owner or tenant to maintain any premises or structure in accordance with the minimum standards set forth in this code shall be grounds for the enforcement authority to declare the property substandard.
- (b) All buildings or portions thereof which are determined to be substandard as defined in this code are declared to be *prima facia* public nuisances to the extent of such substandard condition, and shall be abated by repair, rehabilitation, demolition, or removal, in accordance with the procedure provided in this code.

- (c) Whenever an occupied structure, building or property is determined to be substandard and is in such condition as to make it immediately dangerous to the life, limb, property, safety, or welfare of the public or of the occupants, the enforcement authority shall order such building, structure or property vacated.

**Sec. 138. Recovery of costs; lien.**

- (a) If a notice describing the violation and the city's rights to impose a lien on the property without further notice as provided for herein is delivered to the owner of such real property, and he fails or refuses to comply with such demand for compliance within ten-day time period established herein, the aforementioned charges shall be, in addition to a charge to and personal liability of said owner, a privileged lien upon and against such real property, including all fixtures and improvements thereon.
- (b) To perfect the lien against the real property, the city clerk shall file a written statement of such charges with the county clerk of the county for filing in the county land and deed records. Said statement shall be deemed sufficient if it contains the following minimum information; however, it may also contain such other information deemed appropriate by the mayor, the city administrator or their designee:
  - (1) The name of the owner of the real property, if known;
  - (2) A legal description of the real property;
  - (3) A statement of the charges incurred by the city in doing or in having such work done as necessary to bring the real property into compliance with this article; and
- (c) All such charges shall bear interest at the rate of ten (10) percent per annum from the date of payment by the city. The lien obtained is security for the expenditures made and is inferior only to tax liens and liens for street improvements. The city may bring suit to collect the charges, institute foreclosure proceedings, or both. The written statement of such charges provided for herein, or a certified copy thereof, shall be prima facie evidence of the city's claim for charges or right to foreclose the lien. The owner of the real property or any other person claiming, occupying or having supervision or control of the real property shall be jointly and severally liable for such charges.
- (d) This remedy is in addition to any penal provision provided herein.

**Sec. 139. Notice of violation.**

- (a) It shall be the duty of the city administrator, or their designee, to give a minimum of ten (10) days' official notice to such person violating the terms of this article, subject to the provisions herein stated. The notice shall be in writing and may be served on such person violating the terms of this section by:
  - (1) Delivering it to him in person;
  - (2) By letter or written notice addressed to such person at the person's address as recorded in the appraisal district in which the property is located and delivered by United States regular mail; or
  - (3) If personal service cannot be obtained:

- a. By publication once within seven (7) consecutive days in the city's official newspaper;
  - b. By posting the notice on or near the front door of each building on the property to which the violations relates; or
  - c. By posting the notice on a placard attached to a stake driven into the ground on the property to which the violation relates, if the property contains no buildings.
- (b) If such person violating the terms of this article fails or refuses to comply with the demand for compliance contained in the aforementioned notice, within ten (10) days after the date of notification as provided herein, the city may go upon such property and do or cause to be done in order to obtain compliance with this article. All costs, charges and expenses (hereinafter "charges") incurred in doing or in having such work done shall be a charge to, and a personal liability of, such person.
- (c) If the city mails a notice to the property owner in accordance with subsection (b) of this section and the United States Postal Service returns the notice as refused or unclaimed, the validity of the notice is not affected, and the notice is considered as delivered.
- (d) If the owner does not take the ordered action within the allotted time, the municipality shall make a diligent effort to discover each mortgagee and lienholder having an interest in the building or in the property on which the building is located. The municipality shall personally deliver or send by certified mail, return receipt requested, to each identified mortgagee and lienholder a notice containing:
- (1) Identification, which is not required to be a legal description, of the building and the property on which it is located;
  - (2) Description of the violation of municipal standards that is present at the building; and
  - (3) Statement that the municipality will vacate, secure, remove, or demolish the building or relocate the occupants of the building if the ordered action is not taken within a reasonable time. If the order of the enforcement authority is not complied with, the city, after appropriate notice and hearing, may vacate, secure, remove, or demolish the building or relocate the occupants at its own expense.
- (e) Prior to the issuance of a citation issued for failure of a person to remove graffiti from property under his or her control under the provisions of this chapter, the owner must be given notice of the violation. Notice may be made personally to the owner in writing or by publication in the official newspaper at least twice within seven (7) consecutive days. If no action is taken by the owner, a citation may be issued seven (7) days after notification of violation.

**Secs. 140—150. Reserved.**

**PART B. DANGEROUS AND UNSAFE STRUCTURES**

**Sec. 151. Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Building official* shall mean the building official of the city or their authorized agents, assistants, deputies or representatives.

*Dilapidated structure* means a building or structure which has been neglected of repairs or maintenance necessary to keeping the building or structure in compliance with the applicable building and housing codes of the city, the extent of such neglect being that the cost of necessary repairs to gain compliance with such codes exceeds the present value of the building or structure without regard to the value of the land.

*Director of public works* shall mean the director of the public works department of the city or their authorized agents, assistants, deputies or representatives. This may be the city administrator or their designee.

*Fire chief* shall mean the chief of the fire department of the city or their authorized agents, assistants, deputies or representatives. By designation of the city administrator, this may be the head of a partner fire department, a volunteer fire department, or an emergency service district serving the city.

*Nuisance* means a nuisance in fact and, if left unabated, endangers the possession or use of adjoining property or creates and unreasonable danger to the public health and safety.

### **Sec. 152. Purpose of part B.**

It is the purpose of this part B. to provide a just, equitable and practicable method, to be cumulative with and in addition to any other remedy available at law, whereby buildings or structures which are dilapidated, unsafe, dangerous, unsanitary, or are a menace to the life, limb, health, property, safety and general welfare of the people of the city, or which constitute a fire hazard, may be required to be repaired, vacated or demolished.

### **Sec. 153. Declaration of nuisance; duty of building official.**

- (a) In the event of an emergency which, in the opinion of the building official, creates imminent danger to human life or health, the building official may declare building or structure, which is structurally unsafe, a fire hazard or otherwise dangerous, to be a hazard to the public health and safety.
- (b) The building official shall promptly cause such building, structure or portion thereof to be made safe or removed. For this purpose, they may at once enter such structure or land on which it stands, or abutting land or structures, with such assistance and at such cost as he may deem necessary. He may vacate adjacent structures and protect the public by appropriate fence or such other means as may be necessary, and for this purpose, may close a public or private way. Such costs incurred shall be charged to the owner of the premises involved and shall be collected in the manner provided by law.

### **Sec. 154. Dangerous buildings designated.**

For the purpose of this article, any building or structure that has one (1) or more of the following conditions or defects is a dangerous building:

- (1) Whenever any door, aisle, passageway, stairway or other means of exit is not of sufficient width or size, or is not so arranged as to provide safe and adequate means

of exit, in case of fire or panic, for all person housed or assembled therein who would be required to, or might, use such door, aisle, passageway, stairway or other means of exit.

- (2) Whenever any portion thereof has been damaged by earthquake, wind, flood or by any other cause in such a manner that the structural strength or stability thereof is appreciably less than it was before such catastrophe and is less than the minimum requirements of the city building code for a building of similar structure, purpose or location.
- (3) Whenever any portion or member or appurtenance thereof is likely to fall or to become detached or dislodged or to collapse and thereby injure persons or damage property.
- (4) Whenever any portion thereof has settled to such an extent that the walls or other structural portions have materially less resistance to winds or earthquakes than is required in the case of new construction.
- (5) Whenever the building or structure or any portion thereof, because of dilapidation, deterioration, decay, faulty construction or because of the removal or movement of some portion of the ground necessary for the purpose of supporting such building or portion thereof, or some other cause, is likely to partially or completely collapse, or some portion of the foundation or underpinning is likely to fall or giveaway.
- (6) Whenever for any reason whatsoever the building or structure or any portion thereof is manifestly unsafe for the purpose for which it is used.
- (7) Whenever the exterior walls or other vertical structural members list, lean or buckle to such an extent that a plumb line passing through the center of gravity does not fall inside the middle third of the base.
- (8) Whenever the building or structure has been so damaged by fire, wind, earthquake or flood, or has become so dilapidated or deteriorated as to become an attractive nuisance to children who might play therein to their danger, or as to afford a harbor for vagrants, criminals or immoral persons, or to enable persons to resort thereto for the purpose of committing a nuisance or unlawful or immoral act.
- (9) Any building or structure which has been constructed or which now exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure of the building regulations of this city as set forth in the building code or of any provisions of the fire prevention ordinances, when so determined and reported by the fire marshal, or of any law or ordinance of this state or city relating to the condition, location or structure of buildings.
- (10) Whenever a building or structure, used or intended to be used for dwelling purposes, because of dilapidation, decay, damage or faulty construction or arrangement or otherwise, in unsanitary or unfit for human habitation or is in a condition that is likely to cause sickness or disease, when so determined by the health officer, or is likely to work injury to the health, safety or general welfare of those living within.

- (11) Whenever a building or structure, used or intended to be used for dwelling purposes, has light, air, and sanitation facilities inadequate to protect the health, safety or general welfare of persons living within.
- (12) Whenever any building or structure, by reason of obsolescence, dilapidated condition, deterioration, damage, electric wiring, gas connections, heating apparatus or other cause, is in such condition as to be a fire hazard and is so situated as to endanger life or provide a ready fuel supply to augment the spread and intensity of fire arising from any cause.
- (13) Roofs. The roof of every structure shall be structurally sound, tight, and free of leaks, and roof drainage shall be adequate to prevent rain water from causing dampness in the walls or interior portion of the structure. Roof coverings shall not be composed of tarps, plastic sheets or other materials not designed for permanent use.
- (14) Weathertight. The windows, doors, and frames of every habitable structure shall be constructed and maintained in such relation to the adjacent wall construction so as to exclude rain as completely as possible from entering the dwelling or structure.
- (15) Whenever any building or structure is:
  - a. Dilapidated, substandard, or unfit for human habitation and a hazard to the public health, safety, and welfare;
  - b. Regardless of its structural condition, unoccupied by its owners, lessees, or other invitees and is unsecured from unauthorized entry to the extent that it could be entered or used by vagrants or other uninvited persons as a place of harborage or could be entered or used by children; or
  - c. Boarded up, fenced, or otherwise secured in any manner if:
    - 1. The building constitutes a danger to the public even though secured from entry; or
    - 2. The means used to secure the building are inadequate to prevent unauthorized entry or use of the building.

**Sec. 155. Notice and order to repair, vacate or demolish generally.**

- (a) *Generally.* Upon their own finding that a building or structure is a fire hazard or is unsafe or is dilapidated or is dangerous or is a hazard to public safety or health, or upon the complaint to the building official by any person that a building or structure is a fire hazard or is unsafe or is dilapidated or is dangerous or is a hazard to the public safety or health, the building official shall deliver a notice in writing stating in detail the conditions which render the building or structure, or portion thereof, to be unsafe, dangerous or a hazard, and ordering the repair, vacation and repair or demolition thereof by a specific date. The building official may, when it is determined that additional time will be necessary to complete the work ordered, extend such time upon the application of the owner or person charged with the duty of complying with such order.
- (b) *Notice of hearing.* The building official shall set the matter for hearing before the city commission. Notice of the date, hour and place of the hearing shall be posted and served at

least ten (10) days before the date set for the hearing in the manner and upon the persons specified in this section. The notice shall order all interested parties who desire to be heard to appear and show cause, if any they have, why the building or structure or portion thereof involved in the proceedings should not be repaired, vacated and repaired, or demolished.

- (c) *Identification of property.* To determine the identity of a property owner, mortgagee, or lienholder, the building official shall:

- (1) Search the following records:
  - a. County real property records of Cameron County;
  - b. Appraisal district records of Cameron County;
  - c. Records of the secretary of state, if the property owner or lienholder is a corporation, partnership, or other business association;
  - d. Assumed name records of Cameron County;
  - e. Tax records of the City of Starbase; and
  - f. Utility records of the City of Starbase.
- (2) Have a title search performed by a title company.

- (d) *Upon whom to be served.* Notice of all proceedings before the city commission must be given by:

- (1) Certified mail, return receipt requested, deliver by the United States Postal Service using signature confirmation service, or personally deliver to the record owner of the affected property, and each mortgagee and holder of a recorded lien against the affected property, as shown by the records of the office of the County Clerk of Cameron County;
- (2) And to all unknown owners, by posting a copy of the notice on the front door of each improvement situated on the affected property or as close to the front door as practicable.
- (3) The notice shall be posted and mailed on or before the tenth day before the date of the hearing before the city commission and must state the date, time, and place of the hearing. In addition, the notice must be published in newspaper of general circulation in the City of Starbase on one (1) occasion before the tenth day before the date fixed for the hearing.
- (4) When a notice is mailed in accordance with this section to a property owner or lienholder and the United States Postal Service returns the notice as "refused" or "unclaimed", the validity of the notice is not affected and is considered delivered.

- (e) *Contents of notice.* The notice must contain the following information:

- (1) An identification, which is not required to be a legal description, of the building and the property on which it is located;
- (2) A description of the violation of municipal standards that is present at the building;

- (3) A statement that the owner, lienholder or mortgagee will be required to submit at the hearing proof of the scope of any work that may be required to comply with the ordinance and the time it will take to reasonably perform the work; and
  - (4) A statement that the city will vacate, secure, remove, or demolish the building or relocate the occupants of the building if the ordered action is not taken within a reasonable time. If the order of the building official is not complied with, the city, after appropriate notice and hearing, may vacate, secure, remove, or demolish the building or relocate the occupants at its own expense.
- (f) *Filing in property records.* The city may file notice of the hearing in the official public records of real property in the county in which the property is located. The notice shall contain the name and address of the owner of the affected property if that information can be determined, a legal description of the affected property and a description of the hearing. The filing of the notice is binding on subsequent grantees, lienholder or other transferees of an interest in the property who acquire such interest after the filing of the notice, and constitutes notice of the hearing on any subsequent recipient of any interest in the property who acquired such interest after the filing of the notice.
- (g) *Affidavits as to service and posting, receipt card.* Upon giving notice as provided herein, the building official shall file with the city clerk an affidavit thereof certifying to the time and manner in which such notice was given and posted. He shall also file therewith any receipt card that may have been returned to him in acknowledgement of the receipt of such notice by registered or certified mail.

### **Sec. 156. Hearing.**

- (a) At the time stated in the notice, the city commission shall hold a hearing and hear and consider any relevant evidence offered by the fire chief or the building official, or both, as well as the owner, occupant or person in charge and control, mortgagee or beneficiary under any deed of trust, lessee or any other person having any estate or interest in the building or structure, pertaining to the matters set forth in the notice to repair, vacate and repair, or demolish.
- (b) Findings of fact and decision/order of the city commission. After hearing evidence from any interested party the commission may:
  - (1) Find that the structure is not dangerous, substandard, dilapidated, unfit for human habitation or a hazard to the public health, safety and welfare, and refer the matter to the building official for appropriate action.
  - (2) Find that the structure is dangerous, substandard, dilapidated, unfit for human habitation, or a hazard to the public health, safety, and welfare and order:
    - a. Demolition of the structure within a reasonable time;
    - b. Repair or correction of the structure within a specified period of time;
    - c. Require the relocation of occupants in a reasonable time;
    - d. Repair or correction of the structure within a specified period of time and demolition of the structure if the repair or correction is not timely effected;

e. Repair or correction of the structure by the owner, mortgagee, or lienholder within a specified period of time and repair, demolition, or correction by the city if not timely effected by the owner, mortgagee, or lienholder;

f. An action be brought in district court in accordance with Local Government Code § 214.003 for the appointment of a receiver of the property.

(c) Within ten (10) days after the date that the order is issued, the city shall:

(1) File a copy of the order in the office of the city clerk; and

(2) Publish in a newspaper of general circulation in the city in which the building is located a notice containing:

a. The street address or legal description of the property;

b. The date of the hearing;

c. A brief statement indicating the results of the order; and

d. Instructions stating where a complete copy of the order may be obtained.

(d) The city may file a copy of the order in the official public records of real property in the county in which the property is located. The filing of the notice is binding on subsequent grantees, lienholders, or other transferees of an interest in the property who acquire such interest after the filing of the order, and constitutes notice of the hearing on any subsequent recipient of any interest in the property who acquired such interest after the filing of the order.

(e) After the hearing, the city shall promptly mail by certified mail with return receipt requested, deliver by the United States Postal Service using signature confirmation service, or personally deliver a copy of the order to the owner of the building and to any lienholder or mortgagee of the building as determined in accordance with section 155. When a notice is mailed via certified mail, return receipt requested, to a property owner or lienholder and the United States Postal Service returns the notice as "refused" or "unclaimed", the validity of the notice is not affected.

(f) Remediation.

(1) If the city commission declares a building substandard or requires repairs to be made to the building, the repair work or demolition, such work shall be completed not more than thirty (30) days from the date of the order.

(2) If the city commission allows the owner, lienholder, or mortgagee more than thirty (30) days to repair, remove, or demolish the building, the city commission shall establish specific time schedules for the commencement and performance of the work and shall require the owner, lienholder, or mortgagee to secure the property, as required by this code, to prevent unauthorized entry while the work is being performed, as determined by the city commission. The order may require that the owner, lienholder, or mortgagee appear before the commission or commission's designee to demonstrate compliance with the time schedules.

- (3) The city commission may not allow the owner, lienholder, or mortgagee more than ninety (90) days to repair, remove, or demolish the building or fully perform all work required to comply with the order unless the owner, lienholder, or mortgagee:
    - a. Submits a detailed plan and time schedule for the work at the hearing; and
    - b. Establishes at the hearing that the work cannot reasonably be completed within ninety (90) days because of the scope and complexity of the work.
  - (4) If the city commission allows the owner, lienholder, or mortgagee more than ninety (90) days pursuant to subsection (f)(3) above to complete any part of the work required to repair, remove or demolish the building, the city shall require the owner, lienholder, or mortgagee to regularly submit progress reports to the municipality to demonstrate compliance with the time schedules established for commencement and performance of the work. The order may require that the owner, lienholder, or mortgagee appear before the commission or commission's designee to demonstrate compliance with the time schedules. If the owner, lienholder or mortgagee owns property, including structures or improvements on property, within the city boundaries that exceeds one hundred thousand dollars (\$100,000.00) in total value, the commission may require the owner, lienholder, or mortgagee to post a cash or surety bond in an amount adequate to cover the cost of repairing, removing or demolishing a building. In lieu of a bond, the commission may require the owner, lienholder or mortgagee to provide a letter of credit from a financial institution or a guaranty from a third party approved by the commission. The bond must be posted, or the letter of credit or third party guaranty provided not later than the 30th day after the date the commission issues the order.
- (g) The order issued by the city commission may specify a reasonable time as provided by the time limits described in section 156 herein for the building, structure, or improvement to be vacated, secured, repaired, removed, or demolished by the owner or for the occupants to be relocated by the owner and an additional reasonable time for the ordered action to be taken by any of the mortgagees or lienholders in the event the owner fails to comply with the order within the time provided for action by the owner. Under this subsection, the city is not required to furnish any notice to a mortgagee or lienholder other than a copy of the order provided pursuant to section 156(d) in the event the owner fails to timely take the ordered action.

#### **Sec. 157. Appeal of city commission decision.**

Any owner, lienholder, or mortgagee or record jointly or severally aggrieved by any decision of the city commission may present a petition to a district court, duly verified, setting forth that the decision is illegal, in whole or in part, and specifying the grounds of the legality. The petition must be filed by an owner, lienholder, or mortgagee within thirty (30) calendar days after the date a copy of the final decision of the city commission is mailed by first class mail, certified, return receipt requested or is personally delivered, to all persons to whom notice is required to be sent. If no appeals are taken from the decision of the city commission within the required period, the decision of the city commission shall, in all things, be final and binding.

**Sec. 158. Failure to comply with orders given under article; penalty for violation.**

- (a) The owner or other person having charge and control over any building or structure determined by the building official or, upon appeal, by the city commission to be unsafe and a public nuisance, who shall fail to comply with any order to repair, vacate and repair, or demolish such building or structure or any portion thereof, shall be guilty of a Class C misdemeanor.
  - (b) The occupant or lessee in possession, who fails to comply with any order to vacate any building or structure or any portion thereof in accordance with any order given as provided for in this article, shall be guilty of a Class C misdemeanor.
  - (c) Whenever in this article an act is prohibited or declared to be unlawful, the violation of any such provision of this article shall be punished by a fine not exceeding two thousand dollars (\$2,000.00). Each day any violation of this article shall continue shall constitute a separate offense. Sec. 159. Action by city.
- (a) *Authority to vacate or demolish.* Whenever an order to repair, vacate and repair, or demolish any building or structure or any portion thereof has not been obeyed within the time set by the city commission, the city administrator, or their designee, or the city commission shall have the power, in addition to any other remedy herein provided, to:
    - (1) Cause the building or structure ordered to be repaired or to be vacated until such time as the necessary repairs have been made. Repair of a structure may be accomplished by the city but only to the extent necessary to bring the structure into compliance with minimum standards and only if the structure is a residential structure with not more than ten (10) dwelling units. No person shall thereafter occupy or permit to be occupied any such building, until and unless the necessary repairs have been made and the building inspector has approved same and issued a permit to reoccupy such building or structure;
    - (2) Request the director of public works to cause the building or structure to be demolished and the land restored to a reasonably clear and level condition, including the filling of any excavation to the finished grade of the surrounding area. The demolition of any building or structure, and the sale of the materials thereof, may be by a contract awarded, following advertisement for bids, to the best bidder; or when time is of the essence, the demolition maybe be accomplished with force account labor or any other reasonable means at the discretion of the city commission.
  - (b) *Report of demolition.* Upon completion of the demolition of any building or structure or any portion thereof under this section, the director of public works shall cause to be prepared and filed with the city commission a report specifying:
    - (1) The work done;
    - (2) The cost of the work and incidental direct expenses;
    - (3) A description of the real property upon which the building or structure was located;
    - (4) The names and addresses of the persons entitled to notice pursuant to section 155;
    - (5) Administrative cost in complying with and accomplishing the purposes and procedures of this article; and

- (6) The total assessment against the lot and legal owner(s) proposed to be levied to pay the cost thereof.
- (c) *Hearing on report and assessment of costs.* Upon filing of the report of the director of public works, as provided in (b) above, the city commission shall, by resolution, fix the day, hour and place when it will hear and pass upon the report, together with any objections or protests which may be raised by any property owner liable to be assessed for the cost of such demolition, and any other interested persons. At least ten (10) days before the date set for the hearing, the director of public works shall cause copies of their report and notice of the filing of their report and of the day, hour and place when the city commission will hear and pass upon the report, and any objections or protests thereto, to be posted and served in the manner and upon the persons specified in section 156. A copy of the notice shall be published once, at least ten (10) days prior to the date set for the hearing, in the official newspaper of the city. The commission may make such revisions, corrections or modifications in the report as it may deem just, and the report, as submitted or as revised, corrected and modified, together with the assessment, shall be confirmed by ordinance. The decision of the commission on the report and the assessment and all protests or objections shall be final and conclusive.
- (d) *Contest of assessment.* The validity of any assessment levied under the provisions of this section shall not be contested in any action or proceeding unless the same is commenced within thirty (30) days after the assessment is confirmed.
- (e) *Assessment as lien on property.* The amount of the cost of abating such nuisance upon the various lots or parcels of land, including incidental expenses, as confirmed by the city commission, shall constitute special assessments, respectively, until paid. Such lien shall, for all purposes, take priority over all other liens except tax liens and/or paving assessment liens. The city clerk shall cause a certified copy of such special assessment lien to be filed with the county clerk in the deed records of the county. Such special assessment liens shall bear interest at the rate of ten (10) percent per annum from the date of filing of the same with the county clerk until paid in full, and such lien shall be collected in the same manner as other assessment liens are collected under the laws of the state.

#### **Sec. 160. Removal of orders or notices posted under article.**

It shall be unlawful for any person to remove any notice or order posted as required in this article.

#### **Sec. 161. Interfering with enforcement of article.**

It shall be unlawful for any person to obstruct, impede or interfere with any officer, agent or employee of the city or with any person who owns or holds any estate or interest in any building or structure or any portion thereof which has been ordered to be repaired, vacated and repaired, or demolished, or with any person to whom such building or structure has been lawfully sold pursuant to the provisions of this article, whenever any such officer, agent, employee, purchaser or person having an interest or estate in such building or structure pursuant to the provisions of this article, or in performing any necessary act preliminary to or incidental to such work, or authorized or directed pursuant thereto.

#### **Sec. 162. Abrogation.**

The provisions of this article shall not be deemed to repeal by implication any provisions of

the fire department code, the building code or any other ordinance of the city, and the adoption hereof shall not be deemed to affect or diminish the power or authority of any officer or employee of the city to condemn any building or structure erected or maintained in violation of any provision of the fire prevention ordinances, the building code or any other ordinance of the city.

**Secs. 163—177. Reserved.**

*PART C. MINIMUM MAINTENANCE STANDARDS: INTERIOR PREMISES*

**Secs. 178—209. Reserved.**

*PART D. RENTAL REGISTRATION PROGRAM*

**Sec. 210—220. Reserved**

**SECTION 4. Penalty.** Supplementing any penalties set forth in the Nuisance Ordinance, 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 code shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Commission without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

**SECTION 6. Repeater.** This Ordinance shall be cumulative of all provisions of all ordinances of the City of Starbase, affecting budget and fiscal years, 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 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 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 30<sup>th</sup> day of May 2025.

CITY OF STARBASE, TEXAS

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Bobby Peden, Mayor

ATTEST:

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Caroline Cole, City Clerk

APPROVED AS TO FORM:

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Wm. Andrew Messer, City Attorney



# **S T A R B A S E**

## **CITY COMMISSION AGENDA MEMO**

**TO: Mayor and City Commission**

**FROM: City Administrator**

**ITEM:** Letter of Engagement with bond counsel McCall Parkhurst & Horton

### **SUMMARY**

The City of Starbase will require the legal services of a firm to perform services as bond counsel in connection with the issuance of municipal bonds.

### **BACKGROUND**

The law firm McCall Parkhurst & Horton has been in existence for over one hundred years and currently provides services as bond counsel for numerous municipal entities across Texas and has offices in Austin, Dallas, Houston, and San Antonio. Bond counsel is necessary to prepare and direct and perform all legal services regarding the authorization, issuance, and delivery of municipal bonds.

### **STAFF RECOMMENDATIONS**

It is recommended that the letter of engagement to retain bond counsel, McCall Parkhurst & Horton, to perform municipal finance legal services be approved.

Suggested Motion: "I move to approve the engagement of McCall Parkhurst & Horton and authorize execution of the engagement letter."

### **ATTACHMENTS**

Engagement Letter for bond counsel McCall Parkhurst & Horton

May 27, 2025

Mayor and Members of the City Commission  
City of Starbase, Texas

Re: Engagement as Bond Counsel

Ladies and Gentlemen:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as Bond Counsel to the City of Starbase, Texas (the "City") with reference to the issuance of the City's bonds and other debt obligations (ABonds@).

#### **SCOPE OF ENGAGEMENT**

Generally, we will perform all usual and necessary legal services as Bond Counsel in connection with the authorization, issuance, and delivery of Bonds as authorized and requested by the City. Specifically, we will prepare and direct the legal proceedings and perform the other necessary legal services with reference to the authorization, issuance and delivery of the Bonds, including the following:

- (1) Prepare all resolutions, ordinances, and other instruments pursuant to which the Bonds will be authorized, issued, delivered and secured, including election proceedings, if necessary, in cooperation and upon consultation with the City Commission, their consultants, and other legal and financial advisors and consultants of the City.
- (2) Assist the City in seeking from other governmental authorities such approvals, permissions and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance and delivery of Bonds, except that we will not be responsible for any required federal or state securities law filings.
- (3) Review legal issues relating to the structure of the bond issue.
- (4) Review those sections of the official statement to be disseminated in connection with the sale of the Bonds which describe the Bonds, the resolution or ordinance pursuant to which they will be issued and the tax-exempt treatment of the interest on Bonds for purposes of federal income taxation.
- (5) If requested, assist the City in presenting information to bond rating organizations and providers of credit enhancement relating to legal issues affecting the issuance of Bonds.
- (6) Draft the continuing disclosure undertakings of the City as required for any particular issuance of Bonds.
- (7) Submit the Bond transcript to the Public Finance Division of the Attorney General's office and obtain all necessary approvals.
- (8) Subject to the completion of proceedings to our satisfaction, render our legal opinion (the



"Bond Opinion") regarding the validity and binding effect of an issue of Bonds, the source of payment and security for the Bonds, and the excludability of interest on the Bonds from gross income for federal income tax purposes, if the Bonds are to be issued as tax-exempt obligations.

Our Bond Opinion will be delivered by us on the date Bonds are exchanged for their purchase price (the "Closing"). The City will be entitled to rely on our Bond Opinion.

The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the City with applicable laws relating to the Bonds. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security. We understand that you will direct members of your staff and other employees of the City to cooperate with us in this regard.

Our duties in this engagement are limited to those expressly set forth above. Unless we are separately engaged in writing to perform other services, our duties do not include any other services, including the following:

- (a) Except as described in paragraph (4) above, assisting in the preparation or review of the official statement or any other disclosure document with respect to Bonds, or performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document or rendering advice that the official statement or other disclosure document does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.
- (b) Preparing requests for tax rulings from the Internal Revenue Service, or no action letters from the Securities and Exchange Commission.
- (c) Preparing state securities law memoranda or investment surveys with respect to the Bonds.
- (d) Drafting state constitutional or legislative amendments.
- (e) Pursuing test cases or other litigation.
- (f) Making an investigation or expressing any view as to the creditworthiness of the City or the Bonds.
- (g) Except as described in paragraph (6) above, assisting in the preparation of, or opining on, a continuing disclosure undertaking pertaining to Bonds or, after Closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking.
- (h) Representing the City in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.
- (i) After Closing, providing continuing advice to the City or any other party concerning any actions necessary to assure that interest paid on the Bonds will continue to be excludable from gross income for federal income tax purposes (e.g., our engagement does not include rebate calculations for the Bonds).
- (j) Negotiating the terms of, or opining as to, any investment contract.



- (k) Addressing any other matter not specifically set forth above that is not required to render our Bond Opinion.

#### **ATTORNEY-CLIENT RELATIONSHIP**

Upon execution of this engagement letter, the City will be our client and an attorney-client relationship will exist between us. We further assume that all other parties in a Bond transaction understand that we represent only the City in the transaction, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as Bond Counsel are limited to those contracted for in this letter; the City's execution of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the City will not affect, however, our responsibility to render an objective Bond Opinion.

#### **FIRM NOT A MUNICIPAL ADVISOR**

As a consequence of the adoption of Rule 15Ba1-1 pursuant to the Securities Exchange Act of 1934 (the "Municipal Advisor Rule"), which has been promulgated by the Securities and Exchange Commission as a result of the enactment of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Dodd-Frank Act"), we hereby inform the City that we are not a "Municipal Advisor" within the meaning of the Municipal Advisor Rule or the Dodd-Frank Act (collectively, the "MA Rule"). In the course of performing our services as Bond Counsel in this transaction, we may engage in analysis, discussion, negotiation, and advice to the City regarding the legal ramifications of the structure, timing, terms, and other provisions of the financial transaction that culminates with the planned issuance of the Bonds, and such services and advice may be essential to the development of the plan of finance for the issuance of the Bonds. In turn, these services become, among other things, the basis for the transaction's basic legal documents, the preparation and delivery of the official statement or any other disclosure document that describes the material terms and provisions of the transaction, if an offering document is used in the offering of the Bonds, the preparation of the various closing certificates that embody the terms and provisions of this transaction and the preparation and delivery of our legal opinion. Moreover, legal advice and services of a traditional legal nature in the area of municipal finance inherently involve a financial advice component, but we hereby advise the City that while we have expertise with respect to the legal aspects relating to the issuance of municipal securities, we are not "financial advisors" or "financial experts" in a manner that would subject us to the provisions of the MA Rule. As Bond Counsel, we provide only legal advice, not purely financial advice that is not inherent in our legal advice to the City. The City should seek the advice of its financial advisor with respect to the financial aspects of the issuance of the Bonds. By signing this engagement letter, the City acknowledges receipt of this information, and evidences its understanding of the limitations of our role to the City as Bond Counsel with respect to the MA Rule, as discussed in this paragraph.

#### **CONFLICTS**

As you are aware, our firm represents many political subdivisions and investment banking firms, among others, who do business with political subdivisions. It is possible that during the time that we are representing the City, one or more of our present or future clients will have transactions with the City. It is also possible that we may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of Bonds. We do not believe such representation, if it occurs, will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different from the issuance of Bonds so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of Bonds. Execution of this letter will signify the City's consent to our representation of others consistent with the circumstances described in this paragraph.

#### **FEES**

The fee covering the legal services of this firm, as Bond Counsel, for the issuance of traditional Bonds



of the City, such as general obligation bonds, certificates of obligation and utility system revenue bonds, in one or more installments, will be \$7,500 for the first \$1,000,000 of bond proceeds, plus \$1.00 per \$1,000 of bond proceeds above the first \$1,000,000.

For special Bond issuances, such as special assessment revenue bonds, fees for legal services will be set at an amount agreed upon by the firm and the City at such time the bond issuance is contemplated.

In addition, we will expect to be reimbursed for all client charges made or incurred on your behalf, such as travel costs, photocopying, deliveries, telecopier charges, filing fees (including the Texas Attorney General filing fee), computer-assisted research and other expenses, and be paid for costs of Form 8038G filings, Texas Bond Review Board filings.

Our fees and expenses will be payable within 30 days after the delivery of and payment for Bonds, but our fees are wholly contingent upon actual delivery of the Bonds.

The foregoing legal services as Bond Counsel do not include any direct responsibility for any kind of litigation. However, if during the issuance of Bonds any litigation should develop regarding the issuance of the Bonds or the provisions made for their payment or security, we will consult, advise, and cooperate with the City and its attorneys concerning any such litigation. Our fees for such services would be based upon the customary hourly billing rates of the attorneys providing such additional services.

The firm will undertake upon the request of the City such services as may be necessary to assist the City in satisfying the continuing disclosure requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission or any necessary disclosure obligations of the City in connection with the issuance of Bonds. Our fees for such services would be based upon hourly billing rates of the attorneys providing such services, and such rates shall be \$575 per hour for partners and \$400 per hour for associates. Should it be necessary for the firm to render a written opinion with respect to such matters, such fee for legal services provided in connection with the delivery of the opinion will be set at an amount agreed upon by us and the City.

## **RECORDS**

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other materials retained by us after the termination of this engagement.

## **TERM**

The term of this agreement shall commence on May 27, 2025, and conclude on May 26, 2030. Notwithstanding any other provision of this agreement, either party may terminate this engagement by giving thirty (30) days advance written notice to the other party.

## **CERTIFICATE OF INTERESTED PARTIES - FORM 1295**

Pursuant to the provisions of Section 2252.908, Texas Government Code, and applicable rules, you agree to notify the Texas Ethics Commission of your receipt of the executed original of the attached copy of Certificate of Interested Parties - Form 1295 within 30 days of the execution of this engagement letter.

## **CERTIFICATION REGARDING ISRAEL, FIREARM ENTITIES AND ENERGY COMPANIES**

We hereby represent that we do not nor, during the term of this engagement, will we boycott Israel, in compliance with and within the meaning of 50 U.S.C. Section 4607 and Chapter 2271, Texas Government Code.



To the extent this engagement letter constitutes a contract for goods or services for which a written verification statement is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislative Session, "SB 19"), Texas Government Code, as amended, we hereby verify that we (1) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and will not discriminate during the term of our engagement against a firearm entity or firearm trade association. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" shall have the meaning assigned to such term in Section 2274.001(3) (as added by SB 19), Texas Government Code.

To the extent this engagement letter constitutes a contract for goods or services for which a written verification statement is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislative Session), Texas Government Code, as amended, we hereby verify that we do not boycott energy companies and will not boycott energy companies during the term of our engagement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code.

If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter dated and signed by an authorized officer, retaining the original for your files. We look forward to working with you.

Respectfully yours,

McCall, Parkhurst & Horton L.L.P.

By: \_\_\_\_\_  
Gregory C. Schaecher

**Accepted and Approved**

City of Starbase, Texas

By: \_\_\_\_\_  
Mayor Bobby Peden

Date: May 27, 2025

# **S T A R B A S E**

## **CITY COMMISSION AGENDA MEMO**

**TO: Mayor and City Commission**

**FROM: City Administrator**

**ITEM: Municipal Advisory Agreement with Hilltop Securities, Inc.**

### **SUMMARY**

The City of Starbase will require a municipal financial advisor to provide debt advisory services and to work with the city to structure bond financing.

### **BACKGROUND**

Hilltop Securities, Inc. is an experienced Texas municipal advising firm that provides professional financial services. Hilltop Securities, Inc. is experienced at municipal advising, which includes the structuring bond financing, issuance of municipal securities that are authorized by the City. Hilltop Securities will assist Starbase in creating the financing structure for the city.

### **STAFF RECOMMENDATIONS**

It is recommended that the municipal advisory agreement to retain the financial services of Hilltop Securities as a municipal advisor be approved.

Suggested Motion: “I move to approve the municipal advisory agreement with Hilltop Securities and authorize execution of the agreement.”

### **ATTACHMENTS**

1. Hilltop Securities, Inc. Municipal Advisory Agreement
2. Rule G-42 Disclosures
3. Resolution approving the Plan of Finance (forthcoming)

## MUNICIPAL ADVISORY AGREEMENT

This Municipal Advisory Agreement (the “Agreement”) is made and entered into by and between City of Starbase, Texas (the “Issuer”) and Hilltop Securities Inc. (“HilltopSecurities”), and is dated, and shall be effective as of, the date executed by the Issuer as set forth on the signature page hereof (the “Effective Date”).

### **WITNESSETH:**

**WHEREAS**, the Issuer will have under consideration from time to time the authorization and issuance of municipal securities, including but not limited to the issuance and sale of evidences of indebtedness or debt obligations that may currently or in the future be authorized and issued or otherwise created or assumed by the Issuer, in amounts and forms which cannot presently be determined; and

**WHEREAS**, in connection with the authorization, sale, issuance and delivery of such municipal securities, as well as in connection with any matters relating to municipal financial products of the Issuer, the Issuer desires to retain a municipal advisor; and

**WHEREAS**, the Issuer desires to obtain the professional services of HilltopSecurities as a municipal advisor to advise the Issuer regarding the issuance of municipal securities and any municipal financial products, all as more fully described herein, during the period in which this Agreement shall be effective; and

**WHEREAS**, HilltopSecurities is willing to provide its professional services and its facilities as a municipal advisor in connection with the Issuer’s issuances of municipal securities and any municipal financial products, all as more fully described herein, during the period in which this Agreement shall be effective.

**NOW, THEREFORE**, the Issuer and HilltopSecurities, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, do hereby agree as follows:

### **SECTION I SCOPE OF SERVICES**

#### **A. Scope of Services and Discharge of Responsibilities.**

##### **1. *Scope of Services.***

(a) HilltopSecurities is engaged by the Issuer as its municipal advisor to provide the services set forth in Appendix A hereto (the “Municipal Advisory Services”). The Municipal Advisory Services, together with any services to be provided by HilltopSecurities as the Issuer’s independent registered municipal advisor (“IRMA”) pursuant to subparagraph B.1 of this Section I, are hereinafter collectively referred to as the “Scope of Services” hereunder. The Scope of Services to be provided by HilltopSecurities may be changed only as provided in paragraph D of this Section I.

(b) If the Issuer engages HilltopSecurities or any of its affiliates, in a capacity other than as municipal advisor, to provide additional services that are not municipal advisory activities (“Non-Municipal Advisor Services”), such engagement for Non-Municipal Advisor Services shall be evidenced by a separate agreement between the Issuer and such party. The parties hereto acknowledge that such Non-Municipal Advisor Services shall not be governed by this Agreement and are intended to consist of activities not requiring registration as a municipal advisor under the Securities Exchange Act.

(c) The Issuer shall provide written notice to HilltopSecurities of any other municipal advisor engaged by the Issuer, whether in regard to all or any portion of the Municipal Advisory Services or for any other aspects of the issuance of municipal securities or municipal financial products outside the scope of the Municipal Advisory Services, as described in clause (c) of subparagraph B.1 of this Section I.

2. ***Inquiries and Information in Connection with HilltopSecurities' Duties.*** If and to the extent provided in the Scope of Services, HilltopSecurities is called upon to make recommendations to the Issuer or to review recommendations made by others to the Issuer, and in connection therewith to determine whether such recommendations are suitable for the Issuer, in order to fulfill its duties with respect to such recommendations and any associated suitability determinations, HilltopSecurities is required under applicable regulations to make reasonable inquiries of the Issuer as to the relevant facts. Such facts include, at a minimum, information regarding the Issuer's financial situation and needs, objectives, tax status, risk tolerance, liquidity needs, experience with municipal securities transactions or municipal financial products generally or of the type and complexity being recommended, financial capacity to withstand changes in market conditions during the term of the municipal financial product or the period that municipal securities to be issued in the municipal securities transaction are reasonably expected to be outstanding, and any other material information known by HilltopSecurities about the Issuer and the municipal securities transaction or municipal financial product. In addition, HilltopSecurities is required under applicable regulations to use reasonable diligence to know the essential facts about the Issuer and the authority of each person acting on behalf of the Issuer so as to effectively service HilltopSecurities' municipal advisory relationship with the Issuer, to act in accordance with any special directions from the Issuer, to understand the authority of each person acting on behalf of the Issuer, and to comply with applicable laws, regulations and rules.

Accordingly, the Issuer hereby agrees to provide accurate and complete information reasonably designed to permit HilltopSecurities to fulfill its responsibilities in connection with any such recommendations and suitability determinations and to provide to HilltopSecurities reasonable access to relevant documents and personnel in connection with its required investigation to determine that any recommendations are not based on materially inaccurate or incomplete information. The Issuer acknowledges that HilltopSecurities may not be able to make requested recommendations or suitability determinations if it is not provided access to such information and that the Issuer shall be estopped from claiming a violation of HilltopSecurities' fiduciary duty to the Issuer in connection with a recommendation or suitability determination made by HilltopSecurities based on materially inaccurate or incomplete information provided by the Issuer.

3. ***Actions Independent of or Contrary to Advice.*** The parties hereto acknowledge that the Issuer shall not be required to act in accordance with any advice or recommendation provided by HilltopSecurities to the Issuer. Upon providing such advice or recommendation to the Issuer, together with the basis for such advice or recommendation, HilltopSecurities shall have discharged its duties with regard to such advice or recommendation and shall not be liable for any financial or other damages resulting from the Issuer's election not to act in accordance with such advice or recommendation. Furthermore, the Issuer shall be estopped from claiming a violation of HilltopSecurities' fiduciary duty to the Issuer as a result of its election not to act in accordance with any advice or recommendation by HilltopSecurities, including but not limited to any claim that HilltopSecurities should have taken steps, in addition to providing its advice or recommendation together with the basis therefor, to cause the Issuer to follow its advice or recommendation.

4. ***Preparation of Official Statement in Connection with Issuance of Municipal Securities.*** If and to the extent provided in the Scope of Services, HilltopSecurities is called upon to assist the Issuer in the preparation of its official statement in connection with the issuance of municipal securities, the Issuer

hereby agrees to provide accurate and complete information to HilltopSecurities reasonably designed to permit HilltopSecurities to fulfill its responsibility to have a reasonable basis for any information HilltopSecurities provides about the Issuer, its financial condition, its operational status and its municipal securities in connection with the preparation of the official statement. While HilltopSecurities may participate in the due diligence process in connection with the preparation of the official statement, if such participation is within the Scope of Services, HilltopSecurities shall not be obligated to undertake any inquiry or investigation in connection with such due diligence beyond any inquiries or investigations otherwise required by this Agreement. Furthermore, HilltopSecurities shall not be responsible for certifying the accuracy or completeness of the official statement, other than with respect to information about HilltopSecurities provided for inclusion in the official statement, if applicable. The Issuer agrees that HilltopSecurities may rely on any information provided to it by the Issuer for purposes of this paragraph.

5. ***Representations and Certifications.*** If and to the extent provided in the Scope of Services, HilltopSecurities is called upon to make representations and certifications with regard to certain aspects of matters pertaining to the Issuer, its municipal securities or municipal financial products arising as part of the Municipal Advisory Services to be provided pursuant to this Agreement, the Issuer hereby agrees to provide accurate and complete information to HilltopSecurities as may be reasonably necessary or otherwise helpful to HilltopSecurities in fulfilling its responsibility to have a reasonable basis for any representations, other than representations by HilltopSecurities regarding itself, made in a certificate signed by HilltopSecurities that may be relied upon by the Issuer, any other party involved in any matter arising as part of the Municipal Advisory Services, or investors in the Issuer's municipal securities. The Issuer agrees that HilltopSecurities may rely on any information provided to it by the Issuer for purposes of this paragraph.

**B. Services as Independent Registered Municipal Advisor.**

1. ***Designation as IRMA and Scope of Designation.***

(a) Subject to clause (b) of this subparagraph B.1, if the Issuer elects to designate HilltopSecurities, and HilltopSecurities agrees to represent the Issuer, as the Issuer's IRMA for purposes of Securities Exchange Commission ("SEC") Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption") with respect to the Municipal Advisory Services, HilltopSecurities will treat such role as IRMA as within the scope of Municipal Advisory Services. Any reference to HilltopSecurities, its personnel and its role as IRMA in the written representation of the Issuer contemplated under SEC Rule 15Ba1-1(d)(3)(vi)(B) shall be subject to prior approval by HilltopSecurities.

If there are any other aspects of the issuance of municipal securities or municipal financial products outside the scope of the Municipal Advisory Services with respect to which the Issuer seeks to have HilltopSecurities serve as its IRMA, such aspects, which are separate and distinct from Municipal Advisory Services for purposes of this Agreement, shall be included in Appendix A hereto and may be changed only as provided in paragraph D of this Section I. HilltopSecurities' duties as IRMA shall be strictly limited to the provision of advice to the Issuer with regard to third-party recommendations on any aspects of the issuance of municipal securities or municipal financial products outside the scope of the Municipal Advisory Services, subject to subparagraph B.3 of this Section I, and the provision of advice by HilltopSecurities to the Issuer with respect to such matters shall not result in a change in scope of the Municipal Advisory Services. By way of example, if HilltopSecurities serves as municipal advisor for an issuance of municipal securities within the scope of Municipal Advisory Services, but is asked to review a recommendation made by a third party with respect to a different issuance of municipal securities not within the scope of Municipal Advisory Services, any advice with respect to such review would not, by itself,

cause such other issuance to come within the scope of Municipal Advisory Services, and HilltopSecurities would not be obligated to undertake any of the services set forth in Appendix A with regard to such issuance unless the scope of Municipal Advisory Services hereunder is amended to include such issuance.

(b) If the Issuer elects not to designate HilltopSecurities to serve as an IRMA for purposes of the IRMA exemption with respect to the Municipal Advisory Services, or if the Issuer elects to designate HilltopSecurities to serve as IRMA for less than the full range of Municipal Advisory Services, such election shall be set forth in Appendix A.

(c) The Issuer shall provide written notice to HilltopSecurities of any other municipal advisor engaged by the Issuer, whether such other municipal advisor has been designated as an IRMA, and such notice shall include the scope of services of such municipal advisor. If the Issuer has engaged, or has caused HilltopSecurities to engage through subcontract, any other party to serve as municipal advisor to the Issuer with regard to all or any portion of the Municipal Advisory Services (“Joint Municipal Advisory Services”), whether engaged jointly with or separately from HilltopSecurities (a “Co-Municipal Advisor”), the Issuer agrees that such Co-Municipal Advisor shall not be entitled to treat HilltopSecurities as an IRMA with respect to the Joint Municipal Advisory Services. Notwithstanding the preceding sentence, the Issuer may seek to have HilltopSecurities provide advice on any recommendation made by a Co-Municipal Advisor with regard to matters within the scope of Joint Municipal Advisory Services on the same terms as set forth in subparagraph B.3 of this Section I, provided that any such advice provided by HilltopSecurities shall not serve to eliminate or reduce such Co-Municipal Advisor’s fiduciary or other duties as municipal advisor to the Issuer.

**2. *HilltopSecurities Not Responsible for Independence from Third Parties.***

Notwithstanding HilltopSecurities’ status as an IRMA, HilltopSecurities shall not be responsible for ensuring that it is independent, within the meaning of the IRMA exemption as interpreted by the SEC, from another party wishing to rely on the exemption from the definition of municipal advisor afforded under the IRMA exemption or for otherwise ensuring that any such party not be treated as a municipal advisor for purposes of Section 15B of the Securities Exchange Act or any SEC or Municipal Securities Rulemaking Board (“MSRB”) rule thereunder. The Issuer expressly acknowledges that it is the responsibility of such other party to make its own determination of independence and that such other party shall not be entitled to cause HilltopSecurities to make any personnel changes to allow such party to qualify for the IRMA exemption.

**3. *Recommendations Provided by Third Parties Relying on IRMA Exemption.*** The Issuer agrees that, to the extent the Issuer seeks to have HilltopSecurities provide advice with regard to any recommendation made by a third party relying on the IRMA exemption, the Issuer shall provide to HilltopSecurities written direction to provide advice with regard to such third party recommendation as well as any information it has received from such third party. In connection therewith, HilltopSecurities shall be authorized to communicate with such third party as necessary or appropriate in order for HilltopSecurities to have the information it needs to provide informed advice to the Issuer with regard to such recommendation. HilltopSecurities shall provide to the Issuer recommendations it receives directly from any third party but shall not be required to provide advice to the Issuer with regard to any such recommendation unless the Issuer has provided to HilltopSecurities the written direction as described above in this subparagraph B.3.

Except as may be otherwise expressly provided in writing by HilltopSecurities, no recommendation by a third-party (including but not limited to a Co-Municipal Advisor) shall be deemed to be a recommendation by HilltopSecurities, and the failure by HilltopSecurities to specifically address any aspect

of a third-party recommendation shall not be viewed as HilltopSecurities having implicitly accepted or approved such aspect of the recommendation or otherwise having adopted the recommendation or any aspect thereof as its own recommendation. Furthermore, the Issuer agrees that, to the extent the Issuer does not seek to have HilltopSecurities provide advice with regard to any recommendation made by a third party relying on the IRMA exemption, HilltopSecurities shall not be required to provide any advice with regard to such recommendation notwithstanding any information it may have received from such third party. HilltopSecurities may rely on the absence of the Issuer's written direction to provide advice with regard to a third party recommendation as indicative that the Issuer does not seek to have HilltopSecurities provide such advice.

**C. Limitations on Scope of Engagement.**

1. ***Express Limitations.*** The Scope of Services with respect to HilltopSecurities' engagement as municipal advisor shall be solely as provided in paragraphs A and B of this Section I and Appendix A of this Agreement, subject to the express limitations set forth in this paragraph C. The failure of the parties hereto to set out any particular service or responsibility, or any particular type or aspect of the issuance of municipal securities or municipal financial products, within the express limitations in this paragraph C shall not, by its omission, cause such service, responsibility or product to be within the scope of this engagement if not contemplated by the mutual agreement of the parties hereto or if not reasonably viewed as encompassed by the description of the Municipal Advisory Services set forth in this Agreement.

2. ***Limitation as to Matters Within Then-Current Scope of Engagement.*** It is expressly understood that HilltopSecurities serves as municipal advisor to the Issuer only with respect to the matters, and with respect to specific aspects of matters, within the then-current Scope of Services. The Issuer acknowledges that HilltopSecurities is not a municipal advisor to the Issuer with respect to matters expressly excluded from such Scope of Services as set forth in this paragraph C or matters otherwise not within the Scope of Services as set forth in paragraphs A and B of this Section I and Appendix A hereto. Without limiting the generality of the preceding sentence, the parties hereto agree that HilltopSecurities' service as municipal advisor for one issuance of municipal securities would not result in HilltopSecurities being a municipal advisor to the Issuer for any other issuances of municipal securities if such other issuances are not within the Scope of Services. It is expressly understood that HilltopSecurities shall be municipal advisor with respect to a particular issuance of municipal securities or a particular municipal financial product beginning on the earlier of (a) the date on which HilltopSecurities is assigned to serve or is otherwise put on notice by the Issuer that it will serve as municipal advisor for such particular matter or (b) the date on which HilltopSecurities first provides advice to the Issuer with respect to such particular matter, and it is further understood that HilltopSecurities shall not be deemed to be a municipal advisor to the Issuer with respect to any such particular matter prior to such date merely due to the fact that the matter falls within the general description of the Scope of Services.

3. ***Transactions and Services Outside Scope of Engagement.*** To the extent that the Issuer engages in any transaction with HilltopSecurities, or any affiliate of HilltopSecurities, as principal relating to municipal securities (including but not limited to as underwriter for the issuance of municipal securities) or municipal financial products that are not within the Scope of Services and with respect to which HilltopSecurities does not in fact provide advice other than as permitted within the exceptions and exclusions of SEC Rule 15Ba1-1, the Issuer agrees that it would not view HilltopSecurities as serving as its municipal advisor with respect to such transaction or any related issuance of municipal securities or municipal financial product. In addition, as noted in clause (b) of subparagraph A.1 of this Section I, the Issuer understands that Non-Municipal Advisor Services are outside the scope of this engagement.

4. ***Issuer Consent to Limitation in Scope.*** The Issuer expressly consents to the limitations in scope of the engagement as described in this paragraph C.

**D. Change in Scope of Services.** The scope of services to be provided by HilltopSecurities, whether within or outside of the scope of the Municipal Advisory Services, may be changed only by written amendment to Appendix A, and the parties hereto agree to amend such appendix promptly to reflect any material changes or additions to the scope of such services, as applicable. Furthermore, the parties hereto agree to amend paragraph C of this Section I to reflect any material changes or additions to the limitations on the overall Scope of Services.

The parties hereto agree that if, on an infrequent or inadvertent basis, HilltopSecurities takes any actions for or on behalf of the Issuer that constitute municipal advisory activities within the meaning of MSRB Rule G-42(f)(iv) but which are not within the Scope of Services under this Agreement, such actions shall not, by themselves, serve to change the Scope of Services under this Agreement without a written amendment as provided in this paragraph. Furthermore, to the extent that any such activities not within the Scope of Services under this Agreement consists of inadvertent advice provided with respect to the issuance of municipal securities or municipal financial products that are not within the Scope of Services under this Agreement, HilltopSecurities may take such action, if any, as it deems appropriate pursuant to Supplementary Material .07 of MSRB Rule G-42 with respect to such inadvertent advice, to maintain the Scope of Services under this Agreement consistent with the intent of the parties hereto.

Amendments to Appendix A may be effected by replacement of the prior version of the appendix with a new version or by the addition of an addendum to such appendix, provided that any such amended appendix shall be dated as of its effective date and shall cause Appendix A, taken together with the provisions of this Section I, to clearly set forth the then-current scope of HilltopSecurities' engagement hereunder and any limitations to such scope.

**E. Non-Municipal Advisory Activities Related to Scope of Services.** The Scope of Services under this Agreement is intended to encompass activities subject to the provisions of Securities Exchange Act Section 15B and the rules of the SEC and MSRB thereunder relating to municipal advisory activities. However, the Issuer and HilltopSecurities acknowledge that in some cases the range of activities necessary or appropriate to provide the intended services hereunder in a fair, effective and efficient manner for the benefit of the Issuer may involve a combination of actions that consist of municipal advisory activities and actions that may not qualify as municipal advisory activities. Unless otherwise prohibited by Securities Exchange Act Section 15B or any rule of the SEC or MSRB thereunder, the fact that HilltopSecurities serves as municipal advisor to the Issuer in connection with a particular matter shall not prohibit HilltopSecurities from undertaking such necessary or appropriate non-municipal advisory activities in connection therewith, and the fact that HilltopSecurities undertakes such non-municipal advisory activities within the Scope of Services under this Agreement would not, by itself, cause such activities to become municipal advisory activities for purposes Securities Exchange Act Section 15B or any rule of the SEC or MSRB thereunder.

## **SECTION II** **TERMINATION**

**A. Term of this Engagement.** The term of this Agreement begins on the Effective Date and ends, unless terminated pursuant to paragraph B of this Section II, on the last day of the month in which the fifth anniversary date of the Effective Date shall occur (the "Original Termination Date"). Unless HilltopSecurities or the Issuer shall notify the other party in writing at least thirty (30) days in advance of

the Original Termination Date that this Agreement will not be renewed, this Agreement will be automatically renewed on the Original Termination Date for an additional one (1) year period and thereafter will be automatically renewed on each anniversary date of the Original Termination Date for successive one (1) year periods unless HilltopSecurities or the Issuer shall notify the other party in writing at least thirty (30) days in advance of such successive anniversary date.

**B. Termination of this Engagement.** This Agreement may be terminated with or without cause by the Issuer or HilltopSecurities upon the giving of at least thirty (30) days' prior written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination. In the event of such termination, it is understood and agreed that only the amounts due HilltopSecurities for services provided and expenses incurred to the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement.

### **SECTION III COMPENSATION, EXPENSES, LIABILITY AND OTHER FINANCIAL MATTERS**

**A. Compensation.** The fees due to HilltopSecurities for the Municipal Advisory Services and any other services set forth in Appendix A hereto shall be as provided in **Appendix B** hereto. The Issuer has agreed to the compensation arrangements set forth in Appendix B and believes that they are reasonable and not excessive. If at any time the Issuer becomes concerned that, notwithstanding its initial belief that the compensation arrangements set forth in this Agreement are reasonable, the actual amount of compensation to be paid in accordance with such arrangements for any particular matter during the course of this engagement may potentially become excessive, the Issuer shall immediately notify HilltopSecurities in writing of its concern in that regard.

**B. Expenses.** HilltopSecurities shall be entitled to reimbursement of expenses incurred in connection with any services provided hereunder as set forth in Appendix B.

**C. Third-Party Payments.** The Issuer agrees that any request it makes to HilltopSecurities to make payments to any third party on its behalf (other than with any underwriter), whether pursuant to a fee-splitting arrangement or otherwise, shall be in writing and shall set forth the name of the recipient, the amount of payment, and a brief statement of the purpose of such payment. The Issuer agrees that the counter signature by HilltopSecurities of any such written request shall be satisfactory disclosure of such third-party payment or fee-splitting arrangement for purposes of MSRB Rule G-42(e)(i)(D) and shall, in the case of any such arrangements made after the Effective Date, serve as satisfactory written disclosure of any conflict of interest arising from such third-party payment or fee-splitting arrangement for purposes of MSRB Rule G-42(b)(i)(D) and (c)(ii).

**D. No Custody of Issuer Funds.** This engagement does not contemplate that HilltopSecurities receive deposit of or maintain custody of the Issuer's funds unless otherwise provided in Appendix A hereto.

**E. Limitation on Liability.** In the absence of willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties hereunder on the part of HilltopSecurities or any of its associated persons, HilltopSecurities and its associated persons shall have no liability to the Issuer for any act or omission in the course of, or connected with, rendering services hereunder or for any error of judgment, mistake of law, or any loss arising out of any issuance of municipal securities, any municipal financial product or any other investment.

## SECTION IV REQUIRED DISCLOSURES

**A. Disclosure of Conflicts of Interest and Information Regarding Legal or Disciplinary Events.**

The Issuer hereby acknowledges receipt of, and has read and understands the content of, the Municipal Advisor Disclosure Statement, attached hereto as **Appendix C**, current as of the date of this Agreement, setting forth disclosures by HilltopSecurities of material conflicts of interest (the “Conflict Disclosures”), if any, and of any legal or disciplinary events required to be disclosed pursuant to MSRB Rule G-42(b) and (c)(ii). The Conflict Disclosures also describe how HilltopSecurities addresses or intends to manage or mitigate any disclosed conflicts of interest, as well as the specific type of information regarding, and the date of the last material change, if any, to the legal and disciplinary events required to be disclosed on Forms MA and MA-I filed by HilltopSecurities with the SEC.

**B. Waiver of Disclosed Conflicts of Interest.** By executing this Agreement, the Issuer hereby waives any conflicts of interest disclosed by HilltopSecurities in the Conflict Disclosures as of the date of this Agreement.

**C. Consent to Electronic Delivery of Disclosures.** By executing this Agreement, the Issuer consents, for the full term of this Agreement, to the electronic delivery of the Conflict Disclosures at no cost to the Issuer, in lieu of delivery of hard copy. The Conflict Disclosures may be delivered by email to the Issuer at taddunn@txmunicipallaw.com, or at such other email address as the Issuer may hereafter provide in writing to HilltopSecurities.

## SECTION V MISCELLANEOUS

**A. Choice of Law.** This Agreement shall be construed and given effect in accordance with the laws of the State of Texas.

**B. Binding Effect; Assignment.** This Agreement shall be binding upon and inure to the benefit of the Issuer and HilltopSecurities, their respective successors and assigns; provided however, neither party hereto may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.

**C. Entire Agreement.** This instrument, including all appendices hereto, contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this Agreement shall be of no force or effect except for a subsequent modification in writing signed by all parties hereto, subject to the provisions of paragraph D of Section I hereof.

*Signature page follows*

**HILLTOP SECURITIES INC.**

By: \_\_\_\_\_  
Andre Ayala  
Managing Director

By: \_\_\_\_\_  
Andre Ayala  
Nicholas Bulaich

**CITY OF STARBASE, TEXAS**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

## APPENDIX A MUNICIPAL ADVISORY SERVICES

This Appendix A sets out the scope of the Municipal Advisory Services to be performed by HilltopSecurities pursuant to the Agreement, subject to the limitations in scope set out in paragraph C of Section I of the Agreement, and with the understanding that:

- (a) Individual actions taken within this scope shall be consistent with any request or direction provided by an authorized representative of the Issuer or as HilltopSecurities determines to be necessary or appropriate in furtherance of any matter for which it serves as municipal advisor. However, not all listed activities will be appropriate, necessary or applicable to any particular matter subject to this Agreement.
- (b) For purposes of this Agreement, an issuance of municipal securities (an “issuance”) shall encompass any and all stages in the life of an issuance, from the pre-issuance planning stage to the repayment stage.

**I. New Issuances of Municipal Securities.** At the direction of or upon the request of the Issuer, HilltopSecurities shall provide advice to the Issuer on any new issuances, including reofferings of outstanding issuances that are treated for purposes of the federal securities laws and/or federal tax laws as new issuances, throughout the term of this Agreement. The activities to be performed by HilltopSecurities may include, depending on the specific circumstances of an issuance and any request or direction of the Issuer, one or more of the following:

### **Planning for New Issuance**

1. ***Survey and Analysis.*** Surveying the financial resources of the Issuer in connection with its capacity to authorize, issue and service the contemplated issuance. This survey would be expected to include an analysis of any existing debt structure as compared with the existing and projected sources of revenues which may be pledged to secure payment of debt service and, where appropriate, would include a study of the trend of the assessed valuation, taxing power and present and future taxing requirements of the Issuer. In the event revenues of existing or projected facilities operated by the Issuer are to be pledged to repayment of the contemplated issuance, the survey would be expected to take into account any outstanding indebtedness payable from such revenues, additional revenues to be available from any proposed rate increases, and additional revenues resulting from improvements to be financed by the contemplated issuance, as projected by consulting engineers engaged by the Issuer.
2. ***Future Financings.*** In connection with the contemplated issuance, considering and analyzing future financing needs as projected by the Issuer's staff and consulting engineers or other experts, if any, engaged by the Issuer.
3. ***Recommendations.*** Making recommendations to the Issuer on the contemplated issuance, including such elements as the date of issue, interest payment dates, schedule of principal maturities, options for prepayment, security provisions, and such other provisions as may be appropriate.
4. ***Market Information.*** Advising the Issuer of HilltopSecurities' view of current bond market conditions, other related forthcoming bond issues and general information (including

applicable economic data) which might normally be expected to influence interest rates or bidding conditions relevant to setting an appropriate date and time for the sale of the issuance.

5. ***Elections.*** In the event it is necessary to hold an election to authorize the contemplated issuance, assisting in coordinating the assembly of such data as may be required for the preparation of necessary petitions, orders, resolutions, ordinances, notices and certificates in connection with the election, including assistance in the transmission of such data to the Issuer's bond counsel.

### **Debt Management and Financial Implementation for New Issuance**

6. ***Method of Sale.*** Evaluating the particular financing being contemplated, giving consideration to the complexity, market acceptance, rating, size and structure in order to make a recommendation as to an appropriate method of sale, and:

- a. If the issuance is to be sold by a competitive sale:
  - (1) Supervising the sale of the municipal securities;
  - (2) Disseminating information to prospective bidders, organizing such informational meetings as may be necessary, and facilitating prospective bidders' efforts in making timely submission of proper bids;
  - (3) Assisting the staff of the Issuer in coordinating the receipt of bids, the safekeeping of good faith checks and the tabulation and comparison of submitted bids;
  - (4) Advising the Issuer regarding the best bid and provide advice regarding acceptance or rejection of the bids; and
  - (5) Obtaining CUSIP numbers on behalf of the Issuer.
- b. If the issuance is to be sold by negotiated sale:
  - (1) Recommending for the Issuer's final approval and acceptance one or more investment banking firms, as sole underwriter or as managers of an underwriting syndicate, for the purpose of negotiating the purchase of the municipal securities;
  - (2) Cooperating with and assisting any selected sole or managing underwriter and its counsel, as well as any disclosure counsel retained by the Issuer, in connection with the preparation of any preliminary or final official statement or offering memorandum. HilltopSecurities will cooperate with and assist the underwriters in the preparation of a bond purchase contract, an underwriters' agreement and other related documents;
  - (3) Assisting the staff of the Issuer in the safekeeping of any good faith checks and providing a cost comparison to the then-current market of expenses, interest rates and prices which are proposed by the underwriters;
  - (4) Advising the Issuer on the fairness of the price offered by the underwriters;

- (5) Advising the Issuer in connection with any terms and conditions it may wish to establish with respect to order priorities and other similar matters relating to the underwriting of the new issuance;
  - (6) If the new issuance will have a retail order period, advising the Issuer on retail eligibility criteria and other features of the retail order period and reviewing information provided by the underwriters to the Issuer in connection with retail orders received; and
  - (7) At the request of the Issuer, reviewing required disclosures by underwriters to the Issuer relating to their role as underwriter, conflicts of interests, material terms and risks of the issuance, and any other matters, and providing any appropriate advice to the Issuer in connection with such disclosures.
7. ***Offering Documents for Competitive Offerings.*** Coordinating the preparation of the notice of sale and bidding instructions, preliminary official statement (including cooperating with and assisting any disclosure counsel retained by the Issuer), official bid form and such other documents as may be required and submitting all such documents to the Issuer for examination, approval and certification. After such examination, approval and certification, HilltopSecurities shall provide the Issuer with a supply of all such documents sufficient to its needs and distribute sets of the same to prospective bidders for the municipal securities. HilltopSecurities also shall provide copies of the final official statement to the winning bidder purchasing the municipal securities in the MSRB-designated electronic format and in accordance with the notice of sale and bidding instructions promptly after the Issuer approves the final official statement for distribution.
8. ***Credit Ratings.*** Making recommendations to the Issuer on the advisability of obtaining one or more credit ratings for the issuance and, when directed by the Issuer, coordinating the preparation of such information as may be appropriate for submission to any rating agency. In those cases where the advisability of personal presentation of information to a rating agency may be indicated, HilltopSecurities will arrange for such personal presentations, utilizing such composition of representatives from the Issuer as may be approved or directed by the Issuer.
9. ***Trustee, Paying Agent, Registrar, Professionals and Other Transaction Participants.*** Upon request, providing advice to the Issuer in the selection of a trustee and/or paying agent/registrar, legal, accounting or other professionals, and other transaction participants relating to any issuance, and assisting in the negotiation of agreements pertinent to these services and the fees incident thereto.
10. ***Financial Publications.*** When appropriate, advising financial publications of the forthcoming sale of the municipal securities and providing them with all pertinent information.
11. ***Consultants.*** After consulting with and receiving directions from the Issuer, arranging for such reports and opinions of recognized independent consultants as may be appropriate for the successful marketing of the issuance.
12. ***Auditors.*** In the event formal verification by an independent auditor of any calculations incident to the issuance is required, making arrangements for such services.

13. ***Issuer Meetings.*** Attending meetings of the governing body of the Issuer, its staff, representatives or committees as requested when HilltopSecurities may be of assistance or service and matters within the scope of this engagement are to be discussed.
14. ***Printing.*** To the extent authorized by the Issuer, coordinating all work incident to printing or final production, physical or electronic, of the offering documents.
15. ***Bond Counsel.*** Maintaining liaison with bond counsel in the preparation of all legal documents pertaining to the authorization, sale and issuance of the municipal securities.
16. ***Delivery of the Municipal Securities.*** As soon as a bid for the purchase of a competitive issuance is accepted by the Issuer or the bond purchase contract for a negotiated issuance is signed by the Issuer, coordinating the efforts of all concerned to the end that the municipal securities may be delivered and paid for as expeditiously as possible and assisting the Issuer in the preparation or verification of final closing figures incident to the delivery of the municipal securities.
17. ***Debt Service Schedule; Authorizing Resolution.*** After the closing of the sale and delivery of the issuance, delivering to the Issuer a schedule of annual debt service requirements for the issuance and, in coordination with bond counsel, assuring that the paying agent/registrar and/or trustee has been provided with a copy of the authorizing ordinance, order or resolution.
18. ***Continuing Disclosure.*** Providing advice to the Issuer with regard to its continuing disclosure undertakings for its new issuances and its selection of a dissemination agent under its continuing disclosure undertakings; provided that, upon the mutual agreement of the Issuer and HilltopSecurities, HilltopSecurities may serve as dissemination agent under one or more of the Issuer's continuing disclosure undertakings upon such terms as the parties shall agree, with such service as dissemination agent being expressly excluded from the scope of this Agreement.

**II. Baseline Advice on Outstanding Issuances of Municipal Securities.** HilltopSecurities shall provide baseline on-going advice to the Issuer on any outstanding issuances throughout the term of this Agreement, which may include, depending on the specific circumstances of such issuance and any request or direction of the Issuer:

1. ***Exercising Calls.*** Providing advice and assistance to the Issuer with regard to exercising any calls of outstanding municipal securities unrelated to a refunding of such securities.
2. ***Refundings and Tender Offers.*** Providing advice to the Issuer with regard to opportunities for refundings of outstanding issuances or to make tender offers for outstanding issuances, whether by means of a new issuance, bank loans, or other funds of the Issuer, but not including serving as advisor in connection with the specific transaction through which such refunding or tender offer is effected. Transaction-based advice in connection with a specific new issuance of bonds to effectuate any such refunding or tender offer would be provided within the scope of Municipal Advisory Services for new issuances described in Section I above. Transaction-based advice in connection with a specific bank loan or other transaction to effectuate any such refunding or tender offer, other than by means of a new issuance of bonds would be provided pursuant to a separate agreement as described in Section IV below.
3. ***Continuing Disclosure.*** Providing advice to the Issuer with regard to continuing disclosure undertakings for outstanding issuances; processes, policies and procedures to comply with

continuing disclosure undertakings; and coordination of continuing disclosure obligations arising from different continuing disclosure undertakings for its various issuances. However, the preparation of continuing disclosure documents, other than in the capacity of dissemination agent under a continuing disclosure undertaking, would be provided within the scope of other services described in Section V. below.

**III. Particularized Services on Outstanding Issuances of Municipal Securities.** HilltopSecurities may provide to the Issuer certain additional advisory or related services in connection with particular outstanding issuances or matters affecting multiple outstanding issuances throughout the term of this Agreement, which may include, depending on the specific circumstances of such issuance and any request or direction of the Issuer:

1. ***Other Post-Sale Services.*** Reviewing the transaction features and documentation of outstanding issuances with legal counsel for the Issuer, bond counsel, auditors and other experts and consultants retained by the Issuer and assisting in developing appropriate responses to legal processes, audit procedures, inquiries, internal reviews and similar matters, or other services related to one or more outstanding issuances as may be agreed to by the Issuer and HilltopSecurities.
2. ***Brokerage of Municipal Escrow Investments.*** At the request of the Issuer, brokering the purchase of municipal escrow investments in connection with a refunding of an outstanding issuance, together with any recommendations by HilltopSecurities (but not by Hilltop Securities Asset Management, LLC as an investment adviser) with respect to such brokerage.

**IV. Services as Independent Registered Municipal Advisor (“IRMA”).** At the written request of the Issuer, HilltopSecurities shall, as the Issuer’s IRMA, review and provide advice to the Issuer in connection with any recommendations, proposals, ideas or matters suggested or otherwise communicated by a third party to the Issuer with respect to the same aspects of the issuance of municipal securities or municipal financial products that are within the scope of Municipal Advisory Services. There are no aspects of the issuance of municipal securities or municipal financial products that are outside the scope of Municipal Advisory Services set forth in this Appendix.

**V. Other Services Relating to Municipal Securities.** HilltopSecurities agrees to make available to the Issuer other services relating to municipal securities, when so requested by the Issuer and subject to the agreement by Issuer and HilltopSecurities regarding the specific requirements with respect to such services, which requirements shall be made part of the scope of Municipal Advisory Services and included in this Appendix as an amendment or addendum, which services may include, without limitation:

1. ***Capital Improvement Programs.*** Providing advice and assistance in the development of any capital improvement programs of the Issuer.
2. ***Long-Range Planning.*** Providing advice and assistance in the development of other long-range financing plans of the Issuer.
3. ***Refundings and Tender Offers.*** Providing advice and assistance in executing a refunding or tender offer of an outstanding issuance other than by means of refunding bonds, such as by means of a bank loan or other funds of the Issuer.
4. ***Continuing Disclosure Documents.*** Preparing and providing advice with regard to the content of continuing disclosure documents in compliance with the Issuer’s continuing disclosure

undertakings for its outstanding issuances, other than in the capacity of dissemination agent under a continuing disclosure undertaking.

\* \* \* \* \*

As provided in paragraph D of Section I of the Agreement, amendments to this Appendix A may be effected by replacement of this Appendix A with a new version hereof or by the addition of an addendum to this Appendix A, and this Appendix A, as it may have been amended, shall be dated and effective as of the most recent of the date set forth in any such amendment or the date set forth in any addendum to this Appendix A.

## APPENDIX B FORM AND BASIS OF COMPENSATION

This Appendix B sets out the form and basis of compensation to HilltopSecurities for the Municipal Advisory Services provided under this Agreement as set forth in Appendix A; provided that the compensation arrangements set forth in this Appendix B shall also apply to any additional services hereafter added to the scope of the Municipal Advisory Services, unless otherwise provided in the amendment to the Agreement relating to such change in scope of Municipal Advisory Services as provided in paragraph D of Section I of the Agreement.

**I. New Issuances of Municipal Securities.** The fees due HilltopSecurities in connection with the Municipal Advisory Services set forth in Section I of Appendix A hereto for each new issuance of municipal securities will not exceed those contained in our fee schedule as listed below:

**Traditional Municipal Securities (including general obligation bonds, certificates of obligation, tax notes, utility system revenue bonds and notes, and sales tax revenue bonds)**

*Base Fee of \$25,000 for any issue; plus 0.5% of the par amount of the municipal securities issued up to \$10,000,000; plus 0.35% of the par amount of the municipal securities issued for amounts over \$10,000,000.*

*The above charges shall be multiplied by 1.25 for an issuance of municipal securities for which HilltopSecurities participates in the completion of an application to a federal or state government agency or for the issuance of revenue bonds, refunding bonds or variable rate bonds, reflecting the additional services required.*

*Fees for financings with state and/or federal agencies shall be calculated based on the entire size of the financing program.*

**Economic Development Municipal Securities (including, but not limited to: assessment revenue bonds; moral obligation/appropriation bonds; tax increment reinvestment zone revenue bonds; general obligation bonds/certificates of obligation/tax notes which may include a pledge of assessment revenues/tax increment reinvestment zone revenues, sales tax revenues, or other revenue associated with economic development)**

*Base Fee of \$25,000 for any issue; plus 2% of the par amount of the municipal securities issued. The Base Fee of \$25,000 is due in advance prior to commencement of work unless different arrangements are negotiated with the Issuer in writing.*

*In the event Traditional Municipal Securities are associated with a development project, the fee schedule preceding this paragraph shall apply.*

The payment of charges as set forth in this Section I for new issuances shall be contingent upon the delivery of the new issuance and shall be due at the time that the municipal securities are delivered.

**II. Baseline Advice on Outstanding Issuances of Municipal Securities.** There shall be no additional fees due HilltopSecurities in connection with the Municipal Advisory Services set forth in Section II of Appendix A hereto, with the understanding that such services are integral to HilltopSecurities' engagement

as municipal advisor to the Issuer and HilltopSecurities shall be compensated for such services through and as part of the fees paid for the other services provided by HilltopSecurities hereunder.

**III. Particularized Services on Outstanding Issuances of Municipal Securities.** In connection with Other Post-Sale Services described in Section III of Appendix A hereto, HilltopSecurities shall not charge an additional fee.

In the event the Issuer requests services where HilltopSecurities believes it is reasonable to seek retainer fees, hourly fees or success fees, both Issuer and HilltopSecurities shall negotiate such fees in good faith.

In connection with the brokerage of municipal escrow investments described in Section III of Appendix A hereto, HilltopSecurities shall charge a commission that is normal and customary for investments of that type under then-current market conditions and shall disclose such commission to the Issuer so that the Issuer may consider the information in making its investment decision.

**IV. Third-Party Recommendations, Proposals, Ideas or Other Matters as IRMA.** In connection with its review of and advice on third-party recommendations to Issuers as an IRMA as described in Section IV of Appendix A hereto, HilltopSecurities shall charge a fee based on an hourly rate for services rendered in accordance with the schedule included above in Section III of this Appendix.

**V. Other Services Relating to Municipal Securities.** In connection with any services described in Section V of Appendix A hereto requested by the Issuer and agreed to by HilltopSecurities, the fees due with respect to any such services shall be as agreed to by the parties hereto, which terms shall be made part of the compensation provided under this Agreement and shall be included in this Appendix as an amendment or addendum hereto.

**VI. Expenses.** The Issuer shall be responsible for the following expenses in connection with the Municipal Advisory Services (including any additional services hereafter added to the scope of the Municipal Advisory Services), if and when applicable, whether they are charged to the Issuer directly as expenses or charged to the Issuer by HilltopSecurities as reimbursable expenses: bond counsel fees and expenses, bond printing costs, bond ratings fees and expenses, debt structuring fees, credit enhancement fees and expenses, accountant fees for verifications and related activities in connection with refundings, official statement preparation and printing, paying agent/registrar/trustee fees and expenses, travel expenses (only when warranted and as approved by the Issuer; otherwise not applicable), underwriter and underwriter's counsel fees and expenses, and other miscellaneous expenses incurred by HilltopSecurities in the furtherance of any matter for which it serves as municipal advisor, including copy, delivery, phone and other charges normally incurred in connection with engagements of this type.

The Issuer agrees that any expense that it requests that HilltopSecurities pay to any third party on the Issuer's behalf shall be made in writing and shall be in accordance with paragraph C of Section III of the Agreement.

The payment of reimbursable expenses that HilltopSecurities has assumed on behalf of the Issuer shall NOT be contingent upon the delivery of a new issuance of municipal securities or the completion of any other transactions for which such expenses have been assumed and shall be due at the time that services are rendered and payable upon receipt of an invoice therefor submitted by HilltopSecurities, unless otherwise provided for in any amendment or addendum hereto in connection with the compensation arrangements for any services provided under the Agreement for which such amendment or addendum is required.

## APPENDIX C MUNICIPAL ADVISOR DISCLOSURE STATEMENT

This disclosure statement (“Conflict Disclosures”) is provided by **Hilltop Securities Inc.** (“the Firm”) to you (the “Client”) in connection with our current municipal advisory agreement, (“the Agreement”). These Conflict Disclosures provide information regarding conflicts of interest and legal or disciplinary events of the Firm that are required to be disclosed to the Client pursuant to MSRB Rule G-42(b) and (c)(ii).

### **PART A – Disclosures of Conflicts of Interest**

MSRB Rule G-42 requires that municipal advisors provide to their clients disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable.

***Material Conflicts of Interest*** – The Firm makes the disclosures set forth below with respect to material conflicts of interest in connection with the Scope of Services under the Agreement with the Firm, together with explanations of how the Firm addresses or intends to manage or mitigate each conflict.

***General Mitigations*** – As general mitigations of the Firm’s conflicts, with respect to all of the conflicts disclosed below, the Firm mitigates such conflicts through its adherence to its fiduciary duty to Client, which includes a duty of loyalty to Client in performing all municipal advisory activities for Client. This duty of loyalty obligates the Firm to deal honestly and with the utmost good faith with Client and to act in Client’s best interests without regard to the Firm’s financial or other interests. In addition, because the Firm is a broker-dealer with significant capital due to the nature of its overall business, the success and profitability of the Firm is not dependent on maximizing short-term revenue generated from individualized recommendations to its clients but instead is dependent on long-term profitably built on a foundation of integrity, quality of service and strict adherence to its fiduciary duty. Furthermore, the Firm’s municipal advisory supervisory structure, leveraging our long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of the Firm potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

**I. Affiliate Conflict.** The Firm, directly and through affiliated companies, provides or may provide services/advice/products to or on behalf of clients that are related to the Firm’s advisory activities within the Scope of Services outlined in the Agreement. Hilltop Securities Asset Management (HSAM), a SEC-registered affiliate of the Firm, provides post issuance services including arbitrage rebate and treasury management. The Firm’s arbitrage team verifies rebate and yield restrictions on the investments of bond proceeds on behalf of clients in order to meet IRS restrictions. The treasury management division performs portfolio management/advisor services on behalf of public sector clients. The Firm, through affiliate Hilltop Securities Asset Management (HSAM), provides a multi-employer trust tailor-made for public entities which allows them to prefund Other Post-Employment Benefit liabilities. The Firm has a structured products desk that provides advice to help clients mitigate risk though investment management, debt management and commodity price risk management products. These products consist of but are not limited to swaps (interest rate, currency, commodity), options, repos, escrow structuring and other securities. Continuing Disclosure services provided by the Firm work with issuers to assist them in meeting disclosure requirements set forth in SEC rule 15c2-12. Services include but are not limited to ongoing maintenance of issuer compliance, automatic tracking of issuer’s annual filings and public notification of material events. The Firm administers government investment pools. These programs offer governmental entities

investment options for their cash management programs based on the entities specific needs. The Firm and the aforementioned affiliate's business with a client could create an incentive for the Firm to recommend to a client a course of action designed to increase the level of a client's business activities with the affiliates or to recommend against a course of action that would reduce or eliminate a client's business activities with the affiliates. This potential conflict is mitigated by the fact that the Firm and affiliates are subject to their own comprehensive regulatory regimes.

**II. PlainsCapital Bank Affiliate Conflict.** The Firm, directly and through affiliated companies, provides or may provide services/advice/products to or on behalf of clients that are related to the Firm's advisory activities within the Scope of Services outlined in the Agreement. Affiliate, PlainsCapital Bank, provides banking services to municipalities including loans and custody. The Firm and the aforementioned affiliate's business with a client could create an incentive for the Firm to recommend to a client a course of action designed to increase the level of a client's business activities with the affiliates or to recommend against a course of action that would reduce or eliminate a client's business activities with the affiliates. This potential conflict is mitigated by the fact that the Firm and affiliates are subject to their own comprehensive regulatory regimes.

**III. Other Municipal Advisor or Underwriting Relationships.** The Firm serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of Client. For example, the Firm serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to Client. These other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, the Firm could potentially face a conflict of interest arising from these competing client interests. In other cases, as a broker-dealer that engages in underwritings of new issuances of municipal securities by other municipal entities, the interests of the Firm to achieve a successful and profitable underwriting for its municipal entity underwriting clients could potentially constitute a conflict of interest if, as in the example above, the municipal entities that the Firm serves as underwriter or municipal advisor have competing interests in seeking to access the new issue market with the most advantageous timing and with limited competition at the time of the offering. None of these other engagements or relationships would impair the Firm's ability to fulfill its regulatory duties to Client.

**IV. Secondary Market Transactions in Client's Securities.** The Firm, in connection with its sales and trading activities, may take a principal position in securities, including securities of Client, and therefore the Firm could have interests in conflict with those of Client with respect to the value of Client's securities while held in inventory and the levels of mark-up or mark-down that may be available in connection with purchases and sales thereof. In particular, the Firm or its affiliates may submit orders for and acquire Client's securities issued in an Issue under the Agreement from members of the underwriting syndicate, either for its own account or for the accounts of its customers. This activity may result in a conflict of interest with Client in that it could create the incentive for the Firm to make recommendations to Client that could result in more advantageous pricing of Client's bond in the marketplace. Any such conflict is mitigated by means of such activities being engaged in on customary terms through units of the Firm that operate independently from the Firm's municipal advisory business, thereby reducing the likelihood that such investment activities would have an impact on the services provided by the Firm to Client under this Agreement.

**V. Broker-Dealer and Investment Advisory Business.** The Firm is dually registered as a broker-dealer and an investment advisor that engages in a broad range of securities-related activities to service its clients, in addition to serving as a municipal advisor or underwriter. Such securities-related activities, which

may include but are not limited to the buying and selling of new issue and outstanding securities and investment advice in connection with such securities, including securities of Client, may be undertaken on behalf of, or as counterparty to, Client, personnel of Client, and current or potential investors in the securities of Client. These other clients may, from time to time and depending on the specific circumstances, have interests in conflict with those of Client, such as when their buying or selling of Client's securities may have an adverse effect on the market for Client's securities, and the interests of such other clients could create the incentive for the Firm to make recommendations to Client that could result in more advantageous pricing for the other clients. Furthermore, any potential conflict arising from the firm effecting or otherwise assisting such other clients in connection with such transactions is mitigated by means of such activities being engaged in on customary terms through units of the Firm that operate independently from the Firm's municipal advisory business, thereby reducing the likelihood that the interests of such other clients would have an impact on the services provided by the Firm to Client.

**VI. Compensation-Based Conflicts.** Fees that are based on the size of the issue are contingent upon the delivery of the Issue. While this form of compensation is customary in the municipal securities market, this may present a conflict because it could create an incentive for the Firm to recommend unnecessary financings or financings that are disadvantageous to Client, or to advise Client to increase the size of the issue. This conflict of interest is mitigated by the general mitigations described above.

Fees based on a fixed amount are usually based upon an analysis by Client and the Firm of, among other things, the expected duration and complexity of the transaction and the Scope of Services to be performed by the Firm. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the Firm may suffer a loss. Thus, the Firm may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. This conflict of interest is mitigated by the general mitigations described above.

Hourly fees are calculated with, the aggregate amount equaling the number of hours worked by Firm personnel times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if Client and the Firm do not agree on a reasonable maximum amount at the outset of the engagement, because the Firm does not have a financial incentive to recommend alternatives that would result in fewer hours worked. This conflict of interest is mitigated by the general mitigations described above.

## **PART B – Disclosures of Information Regarding Legal Events and Disciplinary History**

MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

Accordingly, the Firm sets out below required disclosures and related information in connection with such disclosures.

**I. Material Legal or Disciplinary Event.** The Firm discloses the following legal or disciplinary events that may be material to Client's evaluation of the Firm or the integrity of the Firm's management or advisory personnel:

- For related disciplinary actions please refer to the Firm's [BrokerCheck](#) webpage.

- From July 2011 to October 2015, Hilltop failed to submit required MSRB Rule G-32 information to EMMA in connection with 122 primary offerings of municipal securities for which the Firm served as placement agent. During the period January 2012 to September 2015, the Firm failed to provide MSRB Rule G-17 letters to issuers in connection with 119 of the 122 offerings referenced above. From October 2014 to September 2015, the Firm failed to report on Form MSRB G-37 that it had engaged in municipal securities business as placement agent for 45 of these 122 offerings. This failure was a result of a misunderstanding by one branch office of Southwest Securities. Hilltop discovered these failures during the merger of FirstSouthwest and Southwest Securities and voluntarily reported them to FINRA. The Firm paid a fine of \$100,000 for these self-reported violations.
- In connection with a settlement on July 9, 2021, the U.S. Securities and Exchange Commission found that, between January 2016 and April 2018, the Firm bought municipal bonds for its own account from another broker-dealer and that, on occasion during that time period, the other broker-dealer mischaracterized the Firm's orders when placing them with the lead underwriter. The SEC found that, among other things, the Firm lacked policies and procedures with respect to how stock orders were submitted for new issues bonds to third parties, including the broker-dealer that mischaracterized the Firm's orders. The SEC found violations of MSRB Rules G-27, G-17, and SEC rule 15B(c)(1) and a failure to reasonably supervise within the meaning of Section 15(b)(4)(E) of the Securities Exchange Act of 1934. The Firm was censured and ordered to pay disgorgement of \$206,606, prejudgment interest of \$48,587 and a penalty of \$85,000.
- On August 14, 2024, the Securities and Exchange Commission (“SEC”) entered into a settlement order with Hilltop Securities Inc. (“Hilltop”) to settle an administrative action finding that Hilltop failed to (1) maintain and preserve off-channel communications related to Hilltop’s broker-dealer business, as well as related to recommendations made or proposed to be made and advice given or proposed to be given with respect to Hilltop’s investment advisory business; and (2) reasonably supervise its personnel with a view to preventing or detecting certain of its personnel’s aiding and abetting violations of certain provisions of the federal securities laws. Hilltop admitted to the facts in the settlement order, acknowledged its conduct violated the federal securities laws, and agreed to: (a) a cease-and-desist order, (b) a censure, (c) payment of a civil monetary penalty in the amount of \$1,600,000, and (d) certain undertakings related to the retention of electronic communications.

**II. How to Access Form MA and Form MA-I Filings.** The Firm’s most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC’s EDGAR system at [Forms MA and MA-I](#). The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by the Firms in its capacity as a broker-dealer on Form BD or Form U4 or as an investment adviser on Form ADV, as applicable. Information provided by the Firm on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at <http://brokercheck.finra.org/>, and the Firm’s most recent Form ADV is publicly accessible at the Investment Adviser Public Disclosure website at <http://www.adviserinfo.sec.gov/>. For purposes of accessing such BrokerCheck reports or Form ADV, click previous hyperlinks.

### **PART C – MSRB Rule G-10 Disclosure**

MSRB Rule G-10 covers Investor and Municipal Advisory Client education and protection. This rule requires that municipal advisors make certain disclosures to all municipal advisory clients. This communication is a disclosure only and does not require any action on your part. The disclosures are noted below.

1. Hilltop Securities Inc. is registered with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board as a Municipal Advisor.
2. You can access the website for the Municipal Securities Rulemaking Board at [www.msrb.org](http://www.msrb.org)
3. The Municipal Securities Rulemaking Board has posted a municipal advisory client brochure. A copy of the brochure is attached to the memo. This link will take you to the electronic version [MA Client Brochure](#)

### **PART D – Future Supplemental Disclosures**

As required by MSRB Rule G-42, this Municipal Advisor Disclosure Statement may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of the Firm. The Firm will provide Client with any such supplement or amendment as it becomes available throughout the term of the Agreement.



## REGULATORY DISCLOSURE REGARDING MUNICIPAL ADVISORY AGREEMENT

Hilltop Securities Inc. (“HilltopSecurities”), currently is engaged by the City of Starbase, Texas (the “Issuer”) to serve as its financial advisor or municipal advisor (hereinafter referred to as (“municipal advisor”) under that certain Municipal Advisory Agreement dated May 28, 2025 (the “Existing Municipal Advisory Agreement”). As of June 23, 2016, pursuant to Rule G-42 of the Municipal Securities Rulemaking Board (“MSRB”), all municipal advisors are required to evidence their municipal advisory relationships with their municipal entity clients by means of one or more written documents delivered to the client, which documentation is required to include certain specific terms, disclosures and other items of information. This Regulatory Disclosure Regarding Municipal Advisory Agreement (this “Disclosure”), together with the Existing Municipal Advisory Agreement and the accompanying disclosures, shall serve as the required written documentation of our municipal advisory relationship as required under MSRB Rule G-42.

To that end, this Disclosure reaffirms the following matters as set forth in the Existing Municipal Advisory Agreement in connection with the Tax Revenue Anticipation Note, Series 2025A (the “Transaction”):

### 1. *Scope of Services.*

(a) The scope of services with respect to HilltopSecurities’ engagement with the Issuer is as provided in the Existing Municipal Advisory Agreement (the “Municipal Advisory Services”). For purposes of this Disclosure, such Municipal Advisory Services, together with any services to be provided by HilltopSecurities as the Issuer’s independent registered municipal advisor (“IRMA”) as described in clause (b) below, is referred to as the “Scope of Services.”

(b) IRMA within the Scope of Municipal Advisory Services. Unless Issuer has designated an entity other than HilltopSecurities as its IRMA for purposes of Securities and Exchange Commission (“SEC”) Rule 15Ba1-1(d)(3)(vi) (the “IRMA exemption”), HilltopSecurities will treat such role as IRMA as within the scope of Municipal Advisory Services. Unless the Existing Municipal Advisory Agreement otherwise provides, HilltopSecurities will provide advice with regard to any recommendation made by a third party relying on the IRMA exemption only if the Issuer provides to HilltopSecurities written direction to provide advice with regard to such third-party recommendation as well as any information it has received from such third party, and HilltopSecurities may communicate with such third party as necessary or appropriate in order for HilltopSecurities to have the information it needs to provide informed advice to the Issuer with regard to such recommendation. Unless the Existing Municipal Advisory Agreement otherwise provides, HilltopSecurities will provide to the Issuer recommendations it receives directly from any third party but will not be required to provide advice to the Issuer with regard to any such recommendation unless the Issuer has provided to HilltopSecurities written direction to do so.

IRMA Outside the Scope of Municipal Advisory Services. HilltopSecurities views its duties as being strictly limited to the provision of advice to the Issuer with regard to such third-party recommendations on any aspects of the issuance of municipal securities or municipal financial products. HilltopSecurities will provide to the Issuer such recommendations it receives directly from any third party but will not be required to provide advice to the Issuer with regard to any such recommendations unless the Issuer has provided to HilltopSecurities written direction to do so.

Furthermore, HilltopSecurities is of the view that the provision of advice by HilltopSecurities to the Issuer with respect to matters involving third-party recommendations outside the scope of the Municipal Advisory Services shall not result in a change in scope of the Municipal Advisory Services. By way of example, if HilltopSecurities serves as municipal advisor for an issuance of municipal securities within the scope of Municipal Advisory Services but is asked to review a recommendation made by a third party with respect to a different issuance of municipal securities not within the scope of Municipal Advisory Services, any advice with respect to such review would not, by itself, cause such other issuance to come within the scope of Municipal Advisory Services, and HilltopSecurities would not be obligated to undertake any of the services within the scope of Municipal Advisory Services with regard to such issuance unless such scope of Municipal Advisory Services under the Existing Municipal Advisory Agreement is amended by the Issuer and HilltopSecurities.

(c) If and to the extent within the Scope of Services, HilltopSecurities is called upon, from time to time:

(i) to make recommendations to the Issuer or to review recommendations made by others to the Issuer, and in connection therewith to determine whether such recommendations are suitable for the Issuer, in order to fulfill its duties with respect to such recommendations and any associated suitability determinations, HilltopSecurities will be required under MSRB Rule G-42 to make reasonable inquiries of the Issuer as to the relevant facts. Such facts include, at a minimum, information regarding the Issuer's financial situation and needs, objectives, tax status, risk tolerance, liquidity needs, experience with municipal securities transactions or municipal financial products generally or of the type and complexity being recommended, financial capacity to withstand changes in market conditions during the term of the municipal financial product or the period that municipal securities to be issued in the municipal securities transaction are reasonably expected to be outstanding, and any other material information known by HilltopSecurities about the Issuer and the municipal securities transaction or municipal financial product. In addition, HilltopSecurities will be required to use reasonable diligence to know the essential facts about the Issuer and the authority of each person acting on behalf of the Issuer so as to effectively service HilltopSecurities' municipal advisory relationship with the Issuer, to act in accordance with any special directions from the Issuer, to understand the authority of each person acting on behalf of the Issuer, and to comply with applicable laws, regulations and rules.

Accordingly, the Issuer will be expected to provide information that it reasonably believes to be accurate and complete upon request to permit HilltopSecurities to fulfill its responsibilities under MSRB Rule G-42.

HilltopSecurities notes that the Issuer is not required to act in accordance with any advice or recommendation provided by HilltopSecurities to the Issuer.

(ii) to assist the Issuer in the preparation of its official statement in connection with the issuance of municipal securities, the Issuer will be expected to provide information that it reasonably believes to be accurate and complete upon request to HilltopSecurities to permit HilltopSecurities to fulfill its responsibility under MSRB Rule G-42.

(iii) to make representations and certifications with regard to certain aspects of matters pertaining to the Issuer, its municipal securities or municipal financial products arising as part

of the Municipal Advisory Services to be provided pursuant to the Existing Municipal Advisory Agreement, the Issuer will be expected to provide information that it reasonably believes to be accurate and complete, upon request, to HilltopSecurities to permit HilltopSecurities to fulfill its responsibility under MSRB Rule G-42.

(d) The Scope of Services with respect to HilltopSecurities' engagement as municipal advisor is limited solely as provided in the Existing Municipal Advisory Agreement. HilltopSecurities serves as municipal advisor to the Issuer only with respect to the matters, and with respect to specific aspects of matters, within the Scope of Services, and that HilltopSecurities is not a municipal advisor to the Issuer with respect to matters expressly excluded from, or not within, the Scope of Services. HilltopSecurities' service as municipal advisor for one issuance of municipal securities will not result in HilltopSecurities being a municipal advisor to the Issuer for any other issuances of municipal securities if such other issuances are not within the Scope of Services.

**2. *Term and Termination.*** The term of HilltopSecurities' engagement as municipal advisor to the Issuer, and the terms on which the engagement may be terminated, is as provided in the Existing Municipal Advisory Agreement.

**3. *Form and Basis of Compensation.*** The form and basis of compensation for HilltopSecurities' services as municipal advisor to the Issuer are as provided in the Existing Municipal Advisory Agreement.

**4. *Disclosure of Conflicts of Interest and Information Regarding Legal or Disciplinary Events.*** Attached hereto is the Municipal Advisory Disclosure Statement, dated as of the date of this Disclosure, setting forth disclosures by HilltopSecurities of material conflicts of interest (the "Conflict Disclosures"), if any, and of any legal or disciplinary events required to be disclosed pursuant to MSRB Rule G-42(b) and (c)(ii). The Conflict Disclosures also describe how HilltopSecurities addresses or intends to manage or mitigate the disclosed conflicts of interest, as well as describing the specific type of information regarding, and the date of the last material change, if any, to the legal and disciplinary events required to be disclosed on Forms MA and MA-I filed by HilltopSecurities with the SEC.

**5. *Disclosure of Material Risks.*** Also attached hereto is the Disclosure of Material Risks (the "Risk Disclosures") setting forth disclosures by HilltopSecurities of the material financial risks associated with the issuance of municipal securities or municipal financial products within the then-current Scope of Services, known to or reasonably foreseeable to HilltopSecurities as of the date below. The Risk Disclosures may be supplemented by HilltopSecurities if the financial characteristics of the financing structure materially change as the Transaction progresses.

## HILLTOP SECURITIES INC.

By: 

Name: Andre Ayala

Title: Managing Director

Date: May 28, 2025

## MUNICIPAL ADVISOR DISCLOSURE STATEMENT

This disclosure statement (“Conflict Disclosures”) is provided by **Hilltop Securities Inc.** (“the Firm”) to you (the “Client”) in connection with our current municipal advisory agreement, (“the Agreement”). These Conflict Disclosures provide information regarding conflicts of interest and legal or disciplinary events of the Firm that are required to be disclosed to the Client pursuant to MSRB Rule G-42(b) and (c)(ii).

### **PART A – Disclosures of Conflicts of Interest**

MSRB Rule G-42 requires that municipal advisors provide to their clients disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable.

***Material Conflicts of Interest*** – The Firm makes the disclosures set forth below with respect to material conflicts of interest in connection with the Scope of Services under the Agreement with the Firm, together with explanations of how the Firm addresses or intends to manage or mitigate each conflict.

***General Mitigations*** – As general mitigations of the Firm’s conflicts, with respect to all of the conflicts disclosed below, the Firm mitigates such conflicts through its adherence to its fiduciary duty to Client, which includes a duty of loyalty to Client in performing all municipal advisory activities for Client. This duty of loyalty obligates the Firm to deal honestly and with the utmost good faith with Client and to act in Client’s best interests without regard to the Firm’s financial or other interests. In addition, because the Firm is a broker-dealer with significant capital due to the nature of its overall business, the success and profitability of the Firm is not dependent on maximizing short-term revenue generated from individualized recommendations to its clients but instead is dependent on long-term profitably built on a foundation of integrity, quality of service and strict adherence to its fiduciary duty. Furthermore, the Firm’s municipal advisory supervisory structure, leveraging our long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of the Firm potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

**I. Affiliate Conflict.** The Firm, directly and through affiliated companies, provides or may provide services/advice/products to or on behalf of clients that are related to the Firm’s advisory activities within the Scope of Services outlined in the Agreement. Hilltop Securities Asset Management (HSAM), a SEC-registered affiliate of the Firm, provides post issuance services including arbitrage rebate and treasury management. The Firm’s arbitrage team verifies rebate and yield restrictions on the investments of bond proceeds on behalf of clients in order to meet IRS restrictions. The treasury management division performs portfolio management/advisor services on behalf of public sector clients. The Firm, through affiliate Hilltop Securities Asset Management (HSAM), provides a multi-employer trust tailor-made for public entities which allows them to prefund Other Post-Employment Benefit liabilities. The Firm has a structured products desk that provides advice to help clients mitigate risk though investment management, debt management and commodity price risk management products. These products consist of but are not limited to swaps (interest rate, currency, commodity), options, repos, escrow structuring and other securities. Continuing Disclosure services provided by the Firm work with issuers to assist them in meeting disclosure requirements set forth in SEC rule 15c2-12. Services include but are not limited to ongoing maintenance of issuer compliance, automatic tracking of issuer’s annual filings and public notification of material events. The Firm administers government investment pools. These programs offer governmental entities investment options for their cash management programs based on the entities specific needs. The Firm and the aforementioned affiliate’s business with a client could create an incentive for the Firm to recommend

to a client a course of action designed to increase the level of a client's business activities with the affiliates or to recommend against a course of action that would reduce or eliminate a client's business activities with the affiliates. This potential conflict is mitigated by the fact that the Firm and affiliates are subject to their own comprehensive regulatory regimes.

**II. PlainsCapital Bank Affiliate Conflict.** The Firm, directly and through affiliated companies, provides or may provide services/advice/products to or on behalf of clients that are related to the Firm's advisory activities within the Scope of Services outlined in the Agreement. Affiliate, PlainsCapital Bank, provides banking services to municipalities including loans and custody. The Firm and the aforementioned affiliate's business with a client could create an incentive for the Firm to recommend to a client a course of action designed to increase the level of a client's business activities with the affiliates or to recommend against a course of action that would reduce or eliminate a client's business activities with the affiliates. This potential conflict is mitigated by the fact that the Firm and affiliates are subject to their own comprehensive regulatory regimes.

**III. Other Municipal Advisor or Underwriting Relationships.** The Firm serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of Client. For example, the Firm serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to Client. These other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, the Firm could potentially face a conflict of interest arising from these competing client interests. In other cases, as a broker-dealer that engages in underwritings of new issuances of municipal securities by other municipal entities, the interests of the Firm to achieve a successful and profitable underwriting for its municipal entity underwriting clients could potentially constitute a conflict of interest if, as in the example above, the municipal entities that the Firm serves as underwriter or municipal advisor have competing interests in seeking to access the new issue market with the most advantageous timing and with limited competition at the time of the offering. None of these other engagements or relationships would impair the Firm's ability to fulfill its regulatory duties to Client.

**IV. Secondary Market Transactions in Client's Securities.** The Firm, in connection with its sales and trading activities, may take a principal position in securities, including securities of Client, and therefore the Firm could have interests in conflict with those of Client with respect to the value of Client's securities while held in inventory and the levels of mark-up or mark-down that may be available in connection with purchases and sales thereof. In particular, the Firm or its affiliates may submit orders for and acquire Client's securities issued in an Issue under the Agreement from members of the underwriting syndicate, either for its own account or for the accounts of its customers. This activity may result in a conflict of interest with Client in that it could create the incentive for the Firm to make recommendations to Client that could result in more advantageous pricing of Client's bond in the marketplace. Any such conflict is mitigated by means of such activities being engaged in on customary terms through units of the Firm that operate independently from the Firm's municipal advisory business, thereby reducing the likelihood that such investment activities would have an impact on the services provided by the Firm to Client under this Agreement.

**V. Broker-Dealer and Investment Advisory Business.** The Firm is dually registered as a broker-dealer and an investment advisor that engages in a broad range of securities-related activities to service its clients, in addition to serving as a municipal advisor or underwriter. Such securities-related activities, which may include but are not limited to the buying and selling of new issue and outstanding securities and investment advice in connection with such securities, including securities of Client, may be undertaken on behalf of, or as counterparty to, Client, personnel of Client, and current or potential investors in the

securities of Client. These other clients may, from time to time and depending on the specific circumstances, have interests in conflict with those of Client, such as when their buying or selling of Client's securities may have an adverse effect on the market for Client's securities, and the interests of such other clients could create the incentive for the Firm to make recommendations to Client that could result in more advantageous pricing for the other clients. Furthermore, any potential conflict arising from the firm effecting or otherwise assisting such other clients in connection with such transactions is mitigated by means of such activities being engaged in on customary terms through units of the Firm that operate independently from the Firm's municipal advisory business, thereby reducing the likelihood that the interests of such other clients would have an impact on the services provided by the Firm to Client.

**VI. Compensation-Based Conflicts.** Fees that are based on the size of the issue are contingent upon the delivery of the Issue. While this form of compensation is customary in the municipal securities market, this may present a conflict because it could create an incentive for the Firm to recommend unnecessary financings or financings that are disadvantageous to Client, or to advise Client to increase the size of the issue. This conflict of interest is mitigated by the general mitigations described above.

Fees based on a fixed amount are usually based upon an analysis by Client and the Firm of, among other things, the expected duration and complexity of the transaction and the Scope of Services to be performed by the Firm. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the Firm may suffer a loss. Thus, the Firm may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. This conflict of interest is mitigated by the general mitigations described above.

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**VII. Additional Conflicts Disclosures.**

The Firm has not identified any additional potential or actual material conflicts of interest that require disclosure on behalf of the Firm.

**PART B – Disclosures of Information Regarding Legal Events and Disciplinary History**

MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

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#### **PART D – Future Supplemental Disclosures**

As required by MSRB Rule G-42, this Municipal Advisor Disclosure Statement may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of the Firm. The Firm will provide Client with any such supplement or amendment as it becomes available throughout the term of the Agreement.

## DISCLOSURE OF MATERIAL RISKS

Municipal entities and other obligated parties should carefully consider the risks of all securities transactions prior to execution. A certain level of risk is inherent in all liabilities. The key is to determine whether the level of risk is acceptable. Risks will vary depending upon the structure, terms, and timing of the issue. There are risks that are common to all deal types and some that are specific to each offering. Some risks can be mitigated if properly identified ahead of time. Some risks are out of the control of all parties involved in the transaction and therefore cannot be mitigated nor avoided. Some risks are borne by the lender, resulting in the lender demanding a higher interest rate to offset the acceptance of risk.

As a municipal advisor, it is our fiduciary duty to analyze every aspect of a client's financial situation. A municipal advisor must take into account all assets and all liabilities of the client, current and anticipated, to create the best financial plan to achieve the client's objectives. No single transaction is viewed as separate and apart from prior transactions. The analysis includes a number of other factors, but it must include a thorough understanding of the client's risk tolerance compared to the material risks associated with a specific contemplated transaction.

The following is a general description of the financial characteristics and material risks associated with the Transaction currently contemplated that are foreseeable to us at this time. As the transaction progresses, material changes to the risk disclosures identified here will be supplemented for your consideration. However, the discussion of risks contained here should not be considered to be a disclosure of all risks or a complete discussion of the risks that are mentioned. Nothing herein constitutes or shall be construed as a legal or tax advice. You should consult your own attorney, accountant, tax advisor or other consultant for legal or tax advice as it relates to this specific transaction.

### **Fixed Rate Notes**

Certain risks may arise in connection with your issuance of Fixed Rate Notes, including some or all of the following:

#### *Issuer Default Risk*

You may be in default if the funds pledged to secure your notes are not sufficient to pay debt service on the notes when due. The consequences of a default may be serious for you and, depending on applicable state law and the terms of the authorizing documents, the holders of the Notes, the trustee and any credit support provider may be able to exercise a range of available remedies against you. For example, if the notes are secured by a general obligation pledge, you may be ordered by a court to raise taxes. Other budgetary adjustments also may be necessary to enable you to provide sufficient funds to pay debt service on the notes. If the notes are revenue notes, you may be required to take steps to increase the available revenues that are pledged as security for the Notes. A default may negatively impact your credit ratings and may effectively limit your ability to publicly offer Notes or other securities at market interest rate levels. Further, if you are unable to provide sufficient funds to remedy the default, subject to applicable state law and the terms of the authorizing documents, you may find it necessary to consider available alternatives under state law, including (for some issuers) state-mandated receivership or bankruptcy. A default also may occur if you are unable to comply with covenants or other provisions agreed to in connection with the issuance of the notes.

This description is only a brief summary of issues relating to defaults and is not intended as legal

advice. You should consult with your bond counsel for further information regarding defaults and remedies.

*Redemption Risk*

Your ability to redeem the notes prior to maturity may be limited, depending on the terms of any optional redemption provisions. In the event that interest rates decline, you may be unable to take advantage of the lower interest rates to reduce debt service.

*Refinancing Risk*

If your financing plan contemplates refinancing some or all of the notes at maturity (for example, if you have term maturities or if you choose a shorter final maturity than might otherwise be permitted under the applicable federal tax rules), market conditions or changes in law may limit or prevent you from refinancing those notes when required. Further, limitations in the federal tax rules on advance refunding of notes (an advance refunding of Notes occurs when tax-exempt notes are refunded more than 90 days prior to the date on which those notes may be retired) may restrict your ability to refund the notes to take advantage of lower interest rates.

*Reinvestment Risk*

You may have proceeds of the notes to invest prior to the time that you are able to spend those proceeds for the authorized purpose. Depending on market conditions, you may not be able to invest those proceeds at or near the rate of interest that you are paying on the notes, which is referred to as “negative arbitrage”.

# **S T A R B A S E**

## **CITY COMMISSION AGENDA MEMO**

**TO: Mayor and City Commission**

**FROM: City Administrator**

**ITEM:** Services Agreement with Carr, Riggs & Ingram LLC for Municipal Accounting Services

### **SUMMARY**

The City of Starbase will not initially employ a Finance Director or any finance employees. Therefore, the City must contract for basic accounting and bookkeeping services with an experienced municipal accounting firm.

### **BACKGROUND**

The firm Carr, Riggs & Ingram (CRI) currently provides accounting services to many public and non-profit organizations in the Brownsville area including the City of Brownsville. CRI has an excellent reputation, and the firm is capable of handling all the municipal accounting needs until finance employees are hired by the city. The engagement letter for accounting services, the engagement letter for preparation of financial statement and the Master Services Agreement all require approval.

### **STAFF RECOMMENDATIONS**

It is recommended that CRI be approved to perform municipal accounting services and the City enter the Master Services Agreement and approve the engagement letters for accounting services and preparation of the Starbase financial statement.

Suggested Motion: "I move to approve the Master Services Agreement with Carr, Riggs and Ingram LLC for municipal accounting services and authorize the execution of the letters of engagement for accounting services and preparation of financial statement."

### **ATTACHMENTS**

1. Engagement Letter for Financial Services governed by Master Services Agreement
2. Engagement Letter for preparation of Financial Statements
3. Master Services Agreement for Financial and Accounting Services



## CRI ADVISORS, LLC

To Management  
of City of Starbase, Texas

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

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

This Engagement Letter confirms and specifies the terms of our engagement and clarifies the nature and extent of the services we will provide for City of Starbase, Texas ("Client", "Entity", "you", or "your") as of and for the months ended May 31, 2025 to September 30, 2025 (the "Selected Period(s)"). Except as otherwise expressly set forth herein, this Engagement Letter only governs non-attest services. Any attest services, including any attest services provided by CPA Firm or any other entities within the Carr, Riggs & Ingram alternative practice structure, will be governed by a separate Engagement Letter between such entity and the Client.

### SCOPE AND OBJECTIVES

We will provide bookkeeping services as identified in the Other Services section of this Engagement Letter with respect to the Entity.

The objective of our engagement is to provide bookkeeping services based on information provided by you and comply with applicable professional standards, including the AICPA's *Code of Professional Conduct*, and its ethical principles of integrity, objectivity, professional competence, and due care.

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

## **OUR RESPONSIBILITIES**

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

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

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

Our bookkeeping services do not relieve you of your responsibilities.

## **OTHER SERVICES**

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

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

For any non-attest services provided by CRI, you agree to assume all management responsibilities for these non-attest services and any other non-attest services we provide; oversee the services by

designating an individual with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

The non-attest services, if any, are limited to those previously defined in this letter, or as identified in a separate Engagement Letter. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

## **CLIENT RESPONSIBILITIES**

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

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

## **ENGAGEMENT ADMINISTRATION**

Matthew Montemayor is the individual responsible for supervising the engagement.

## **TERMINATION**

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

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

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

## **CORPORATE TRANSPARENCY ACT/BENEFICIAL OWNERSHIP INFORMATION REPORTING**

Assisting you with your compliance with the Corporate Transparency Act (“CTA”), including beneficial ownership information (“BOI”) reporting, is not within the scope of this engagement. You have sole responsibility for your compliance with the CTA, including its BOI reporting requirements and the collection of relevant ownership information. We shall have no liability resulting from your failure to comply with CTA. Information regarding the BOI reporting requirements can be found at <https://www.fincen.gov/boi>. Consider consulting with legal counsel if you have questions regarding the applicability of the CTA’s reporting requirements and issues surrounding the collection of relevant ownership information.

## **OUR FEES**

We estimate that our fees for these services will range from \$4,200 to \$4,800 per month.

We will also charge you for applicable out-of-pocket expenses incurred in the course of our engagement, including, but not limited to: technology costs, travel expenses (meals, lodging, transportation, etc.), third party technical resources, administrative costs (courier services, report preparation, copying), and any other direct engagement expenses. We may also charge a fee for applications, subscriptions, hosting, or technology we utilize in providing services to you.

The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation.

## **CLIENT ACKNOWLEDGEMENT(S)**

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

Very truly yours,

*CRI Advisors, LLC*

CRI Advisors, LLC

***Signature***

***Kent Myers***

***City of Starbase, Texas***

<signature>

<sign date>

Authorized Signer(s)



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

To Management  
of AX City of Starbase, Texas

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

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

This Engagement Letter confirms and specifies the terms of our engagement and clarifies the nature and extent of the services we will provide for AX City of Starbase, Texas ("Client", "Entity", "you", or "your") as of and for the months ended May 31, 2025 to September 30, 2025 (the "Selected Period(s)"). Except as otherwise expressly set forth herein, this Engagement Letter only governs attest services, provided to you by CPA Firm. Except as otherwise expressly set forth herein, any non-attest services, including any non-attest services provided by CRI Advisors or any other entities within the Carr, Riggs & Ingram alternative practice structure, will be governed by (a) separate Engagement Letter(s) between such entity and the Client.

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

## SCOPE AND OBJECTIVES

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

- Statement of Net Position
- Statement of Activities
- Governmental Funds Balance Sheet
- Statement of Revenues, Expenses, and Changes in Fund Balance
- Reconciliation of the Governmental Funds Balance Sheet to the Statement of Net Position
- Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balances of Governmental Funds to the Statement of Activities

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

We will perform a preparation engagement with respect to the Financial Statements of the Entity. These Financial Statements will not include related notes to the financial statements as / if required by the Selected Basis.

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

## **OUR RESPONSIBILITIES**

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

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

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

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

Our preparation services do not relieve you of your responsibilities.

## **OTHER SERVICES**

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

The non-attest services, if any, are limited to those previously defined in this letter, or as identified in a separate Engagement Letter. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

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

## **CLIENT RESPONSIBILITIES**

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

- acknowledging that our role is to prepare the Financial Statements in accordance with the Selected Basis
- the selection of the Selected Basis as the financial reporting framework to be applied in the preparation of the Financial Statements
- the preparation and fair presentation of the Financial Statements in accordance with the Selected Basis including all informative disclosures that are appropriate for the Selected Basis
- the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the Financial Statements that are free from material misstatement, whether due to fraud or error
- the prevention and detection of fraud
- ensuring that the Entity complies with laws and regulations applicable to its activities
- the accuracy and completeness of the records, documents, explanations, and other information, including significant judgments you provide to us for the engagement to prepare the Financial Statements
- providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the Financial Statements, such as records, documentation, and other matters; (2) additional information that we may request from you for the purpose of the engagement; and (3) unrestricted access to persons within the Entity from whom we determine it necessary to make inquiries

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

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

## **ENGAGEMENT ADMINISTRATION**

Matthew Montemayor is the engagement partner and is responsible for supervising the engagement.

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

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

## **TERMINATION**

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

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

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

## **CORPORATE TRANSPARENCY ACT/BENEFICIAL OWNERSHIP INFORMATION REPORTING**

Assisting you with your compliance with the Corporate Transparency Act ("CTA"), including beneficial ownership information ("BOI") reporting, is not within the scope of this engagement. You have sole responsibility for your compliance with the CTA, including its BOI reporting requirements and the collection of relevant ownership information. We shall have no liability resulting from your failure to comply with CTA. Information regarding the BOI reporting requirements can be found at <https://www.fincen.gov/boi>. Consider consulting with legal counsel if you have questions regarding the

applicability of the CTA's reporting requirements and issues surrounding the collection of relevant ownership information.

## **OUR FEES**

Our fees for this service will be covered under the fee arrangement for bookkeeping services included in a separate engagement letter.

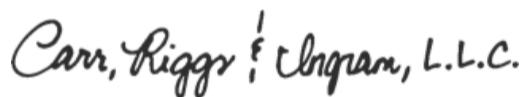
We will also charge you for applicable out-of-pocket expenses incurred in the course of our engagement, including, but not limited to: technology costs, travel expenses (meals, lodging, transportation, etc.), third party technical resources, administrative costs (courier services, report preparation, copying), and any other direct engagement expenses. We may also charge a fee for applications, subscriptions, hosting, or technology we utilize in providing services to you.

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

## **CLIENT ACKNOWLEDGEMENT(S)**

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

Very truly yours,



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

***Signature***

*Kent Myers*

*AX City of Starbase, Texas*

<signature>

<sign date>

Authorized Signer(s)



## MASTER SERVICES AGREEMENT

We are pleased that you have chosen to engage Carr, Riggs & Ingram to provide certain accounting, advisory, assurance, consulting, tax, and/or related services.

## ALTERNATIVE PRACTICE STRUCTURE

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

This Master Services Agreement 2.0 ("MSA"), shall govern, throughout the entirety of our contractual relationship(s), including the provision of our services and deliverables as set forth in one or more Engagement Letters from CRI (the "services").

## CLIENT

"Client" (collectively referred to as "Client", "you", or "your") for the purposes of this MSA, shall mean the party or parties specifically listed as the Client(s) on the applicable Engagement Letter. As examples, the Client might include {ONLY AS SPECIFICALLY IDENTIFIED OR LISTED IN THE ENGAGEMENT LETTER(S)}:

- For Individual Client(s): you, your spouse (if filing jointly), your dependent children, other dependents, any grantor trusts for which you act as trustee, and any investment partnership or limited liability company if all of the ownership interests are owned by the foregoing persons;  
and
- For Business Client(s) (e.g. for-profit, not-for profit, or governmental entities; fiduciary clients, etc.): the primary business and any subsidiaries or controlled affiliates.

With respect to each Engagement Letter, our Client(s) for a particular engagement will include only those individuals and entities made known to us by you and specifically identified and listed under the Client

Acknowledgement section of an Engagement Letter. Neither this MSA nor any Engagement Letter will create any client relationship nor any service-related obligation between us and any natural person or entity unknown to us and/or not specifically listed or identified in an Engagement Letter.

## **AUTHORITY TO BIND**

BY EXECUTING AN ENGAGEMENT LETTER THAT REFERENCES AND INCORPORATES THIS MSA, CLIENT ACCEPTS AND AGREES TO THE TERMS OF THIS MSA. ANY INDIVIDUAL EXECUTING OR ACCEPTING THIS MSA ON BEHALF OF ANY INDIVIDUAL, COMPANY, OR OTHER LEGAL ENTITY, REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH INDIVIDUAL, ENTITY, AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, WILL PROVIDE UPON REQUEST ANY INFORMATION OR DOCUMENTATION VERIFYING, IN CRI'S SOLE DISCRETION, SUCH AUTHORITY, IN WHICH CASE THE TERM "CLIENT" SHALL REFER TO EACH REPRESENTED INDIVIDUAL, ENTITY, OR AFFILIATES. IF THE EXECUTING INDIVIDUAL DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, THEY MUST NOT EXECUTE OR ACCEPT THIS MSA AND MAY NOT USE THE SERVICES.

## **ENGAGEMENT LETTERS**

All services to be performed by us must be described in an Engagement Letter executed by the applicable CRI entity and the Client(s). Each Engagement Letter will identify the applicable CRI entity executing the Engagement letter and performing the services; the Engagement letter will also provide details on the nature of the work and any expected deliverable. Our services will be limited to the services specifically described in that Engagement Letter. Our agreement to perform services under any particular Engagement Letter does not obligate us to perform any future services under any additional Engagement Letters.

Engagement Letters are subject to the terms and conditions outlined in this MSA. Upon execution of an Engagement Letter, this MSA is incorporated into each Engagement Letter executed by the parties.

## **OUR RESPONSIBILITIES**

We will perform the services detailed in the Engagement Letter(s) in accordance with applicable professional standards. Our responsibility is limited to the period(s) covered by the service(s) detailed in the Engagement Letter(s) and does not extend to any later periods for which we are not engaged to provide applicable services, unless evidenced by a separate Engagement Letter.

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

Unless otherwise stipulated in the Engagement Letter:

1. we will not perform any procedures designed to:
  - a. discover defalcations or other irregularities,
  - b. audit or otherwise verify the information you give us, or

- c. detect immaterial misstatements or violations of laws or government regulations;
2. our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within your entity or noncompliance with laws and regulations; and our services are not designed to provide assurance on internal control or to identify deficiencies in internal control.

We are not investment counselors or brokers. Our advice concerning a particular investment shall be limited to advising you with regard to any applicable tax ramifications of the investment. It shall not include advising you regarding the economic viability or consequences of the investment or whether or not you should make, retain, or dispose of the investment. Our advice regarding any applicable tax ramifications of the investment shall be based on documents and information that you provide us regarding the investment. However, if you would like investment advice, we are happy to provide contact information for (a) qualified investment advisor(s).

We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities. Our services do not relieve you of your responsibilities.

## **CLIENT RESPONSIBILITIES**

Our services will be conducted on the basis that you acknowledge and understand your responsibility for (as and if applicable):

- assuming all management responsibilities; overseeing any services we provide by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience;
- evaluating the adequacy and results of services (including non-attest services) performed by us; and accepting responsibility for the results of such services; designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial information that is free from material misstatement, whether due to fraud or error, including monitoring ongoing activities;
- the selection and application of accounting principles and framework;
- the preparation and fair presentation of the financial information in conformity with the applicable accounting framework;
- making drafts of financial information or financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers);
- timely providing us with:
  1. access to all information of which you are aware or have in your possession, custody, or control that is relevant to the services for which we are engaged, including but not limited to items such as records, documentation, identification of all related parties and all related party relationships and transactions, and other matters;
  2. additional information that we may request;
- unrestricted access to persons within the entity from whom we determine it necessary to perform our services;
- the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting you or your entity involving:

- 1. management,
- 2. employees who have significant roles in internal control, and
- 3. others where the fraud could have a material effect on the financial information or financial statements;
- informing us of your knowledge of any allegations of fraud or suspected fraud affecting you or your entity received in communications from employees, former employees, regulators, or others;
- identifying and ensuring compliance with applicable laws and regulations;
- the safeguarding of assets, the proper recording of transactions in the book(s) of accounts; and the substantial completeness and accuracy of the financial records, and the full and accurate disclosure of all relevant facts to us.
- informing, in writing, the engagement partner (or individual leading the engagement) before entering into any substantive employment discussions with any CPA Firm or CRI Advisor personnel, to ensure our independence is not impaired under the AICPA Code of Professional Conduct, if applicable

You represent that the information you are supplying to us is accurate and complete to the best of your knowledge and that you have disclosed to us all relevant facts affecting our services.

## **RECORD RETENTION**

We retain records in accordance with our record retention policy. We do not keep any of your original records, so we will return those to you upon completion of the engagement. When records are returned to you, it is your responsibility to retain and protect the records for possible future use, including potential examination by governmental or regulatory agencies. You acknowledge and agree that upon the expiration of the applicable retention periods reflected within our record retention policy, available upon request, we are free to destroy our records related to the relevant or affected engagement(s).

## **REQUEST FOR DISCLOSURE**

As part of the alternative practice structure both CPA Firm and CRI Advisors agree to comply with the AICPA Code of Professional Conduct, as applied to the alternative practice structure, and applicable federal, state and local rule with respect to confidentiality of client information. In the event that we are requested or required to disclose any confidential information by law, a subpoena or order issued by a court of competent jurisdiction, other governmental or regulatory authority, or professional standards (each, an "Order") or are requested or required to disclose any of the confidential information by a non-governmental third party ("Third-Party Demand"), we shall, where legally permissible and reasonably practicable, give you reasonable notice of the Order or Third-Party Demand so that you may seek a protective order or other appropriate remedy at your sole expense, or waive our compliance with the applicable confidentiality provisions of this MSA. In the event you direct us not to make the disclosure, you agree to defend, reimburse, and hold us harmless, to the extent permitted by Texas law, from any costs or expenses incurred in defending the privilege, including, by way of illustration only, our attorney's fees, court costs, outside adviser's costs, out-of-pocket expenses of any kind, or penalties or fines imposed as a result of your asserting the privilege or your direction to us to assert the privilege or otherwise withhold production; provided, however, we retain the sole discretion, after consultation with our legal counsel, to determine whether or not, and to what extent, to comply with or otherwise address any Order or Third-Party Demand.

## **DATA SECURITY**

In the interest of facilitating our services to you, we may send data over the Internet, securely store electronic data via computer software applications hosted remotely on the Internet or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to you may be transmitted or stored using these methods. We may use third-party service providers to store or transmit this data, such as, but not limited to, providers of tax return preparation software. In using these data communication and storage methods, we employ measures designed to maintain data security. We use reasonable efforts to keep such communications and data access secure in accordance with our obligations under applicable laws and professional standards. We also require our third-party vendors to do the same.

You recognize and accept that we have no control over, and shall not be responsible for, the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors. You consent to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this relationship.

To enhance our services to you, we will use a combination of remote access, secure file transfer, virtual private network, other collaborative virtual workspaces, or other online tools or environments. Access through any combination of these tools allows for on-demand and/or real-time collaboration across geographic boundaries and time zones and allows the parties hereto to share data, engagement information, knowledge, and deliverables in a protected environment. In order to use certain of these tools and in addition to execution of this MSA or any related Engagement Letter(s), you may be required to execute a separate client acknowledgement or agreement and agree to be bound by the terms, conditions, and limitations of such agreement. You agree that we have no responsibility for the activities of third-party vendors supplying these tools and agree to indemnify and hold us harmless with respect to any and all claims, to the extent permitted by Texas law, arising from or related to the operation of these tools. While we may back up your files to facilitate our services, you are solely responsible for the backup of your files and records. Therefore, we recommend that you also maintain your own backup files of these records. In the event you suffer a loss of any files or records due to accident, inadvertent mistake, or force majeure, copies of which you have provided to us pursuant to this MSA or any related Engagement Letter(s), we shall not be responsible or obligated to provide you a copy of any such file or record which we may retain in our possession.

## **DISPUTE RESOLUTION**

In the event of a dispute between the parties, which arises out of or relates to this MSA or any related Engagement Letter(s), the breach thereof or the services provided or to be provided hereunder or in the related Engagement Letter(s), if the dispute cannot be settled through negotiation, the parties agree that before initiating arbitration, litigation, or other dispute resolution procedure, they will first try, in good faith, to resolve the dispute through non-binding mediation. All parties agree that an alternative form of dispute resolution shall not be undertaken by either party until the expiration of fifteen (15) calendar days following notice being provided to the other party indicating that the dispute cannot be settled through mediation. The mediation will be administered by the American Arbitration Association under its Dispute Resolution Rules for Professional Accounting and Related Services Disputes. The costs of any mediation proceedings shall be shared equally by all parties.

## **LIMITATION OF LIABILITY**

EXCEPT AS PROVIDED IN THIS MSA, WE SHALL NOT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, PUNITIVE, OR ANCILLARY DAMAGES OF ANY KIND ALLEGED AS A RESULT OF ANY CAUSE OF ACTION ARISING FROM OR IN ANY WAY RELATED TO THIS MSA (WHICH INCLUDES, FOR CLARIFICATION, ALL RELEVANT AND Affected ENGAGEMENT LETTER(S)), WHETHER FOR BREACH OF CONTRACT, TORT, OR OTHERWISE. UNLESS OTHERWISE STATED IN THIS MSA, THE PARTIES AGREE THAT OUR TOTAL CUMULATIVE LIABILITY (INCLUDING OUR EMPLOYEES, DIRECTORS, OFFICERS, OR AGENTS), SHALL NOT EXCEED THE AMOUNT OF FEES EARNED BY US RELATED TO THE RELEVANT SERVICE(S) (AS SPECIFIED IN THE Affected ENGAGEMENT LETTER(S)) DURING THE TWELVE MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM, AS SUCH AMOUNT SHALL SERVE AS A REASONABLE PROSPECTIVE ESTIMATE OF ANY DAMAGES WHICH YOU MAY SUFFER THROUGH ANY BREACH BY US OF THE TERMS OF THIS MSA, AS SUCH DAMAGES MAY BE SPECULATIVE OR IMPOSSIBLE TO CALCULATE. IF THERE ARE UNPAID FEES OWED TO US, THIS CUMULATIVE LIABILITY WILL BE REDUCED BY THE VALUE OF THE UNPAID FEES WITH NO ADDITIONAL INTEREST OR CHARGES, AS WE RETAIN THE RIGHT TO OFFSET ANY SUMS CLAIMED AS DUE AND OWED BY YOU, BY ANY SUMS TO WHICH WE ARE LEGALLY ENTITLED. THIS LIMITATION SHALL APPLY WHETHER OR NOT FURTHER DAMAGES ARE FORESEEABLE, OR WHETHER EITHER PARTY (OR ITS EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS) HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CLIENT(S) AGREE TO DEFEND, INDEMNIFY, AND HOLD CRI HARMLESS AGAINST ALL CLAIMS OF ANY KIND ARISING FROM IMPROPER THIRD-PARTY DISCLOSURE OF CRI REPORTS OR WORK PRODUCT.

## **GOVERNING LAW AND VENUE**

This MSA and any underlying Engagement Letter(s), including but not limited to, any act or omission of CRI pursuant to the MSA and/or any work by CRI shall be governed by the laws of the State of Texas, without reference to any conflict of laws rules or principles. Any claim, civil action, or legal proceeding arising out of, or in any way relating to, this MSA or any underlying Engagement Letter(s), any act or omission of CRI pursuant to the MSA, and/or any other agreement(s) with CRI, must be brought in a state court having jurisdiction in Cameron County, Texas, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding and agrees to waive any defenses or objections to venue and jurisdiction within Cameron County, Texas, including *forum non conveniens*.

## **STATUTE OF LIMITATIONS**

The parties agree that there shall be a four year statute of limitation (from the earlier of delivery of the service or termination of the MSA or Engagement Letter(s)) for the filing of any requests for arbitration, lawsuit, or proceeding related to this MSA.

## **TERMINATION**

The MSA shall continue in full force and effect until terminated in accordance with this section. Both parties have the right and sole discretion to terminate and withdraw from this MSA immediately upon written notice to you for any reason including, but not limited to, if you do not provide us with requested information in a timely manner, refuse to cooperate with our reasonable requests, fail to timely pay, or

misrepresent any facts. Withdrawal or termination of this MSA constitutes withdrawal and termination from any and all related Engagement Letter(s).

Both parties also have the right and sole discretion to withdraw for any reason from any specific engagement covered by an Engagement Letter immediately upon written notice to you. Our withdrawal will release us from any obligation to complete the services covered by that Engagement Letter and will constitute completion of that engagement. You agree to compensate us for our time and out-of-pocket expenses through the date of any termination and withdrawal of this MSA or any Engagement Letter(s).

#### **RELATIONSHIP AND DISCLOSURE BETWEEN AFFILIATES**

As indicated, CPA Firm and CRI Advisors operate as an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable law, regulations and professional standards. CPA Firm provides attest services to its clients. CRI Advisors is not a licensed CPA firm and does not provide audit or attest services. CRI Advisors has a contractual arrangement with CPA Firm whereby CRI Advisors provides CPA Firm with professional and support personnel and other support services to allow CPA Firm to perform its professional services and performs all services in connection with our engagements for which licensure as a CPA firm is not required. From time to time, CRI Advisors may consult with CPA Firm in the provision of services pursuant to this MSA or an underlying Engagement Letter. In order to avoid duplication of efforts arising out of this arrangement, you consent to our sharing among and between CRI Advisors and CPA firm the information that we may obtain from you in the course of an engagement performed or services provided in any and all Engagement Letter(s).

You consent to CRI Advisors and CPA Firm sharing your Client information with one another and their respective subsidiaries and affiliates in support of the services to be provided under an Engagement Letter. Unless you indicate otherwise, your acceptance of the terms of this MSA shall be understood by us as your consent to make disclosures among and between CPA Firm and CRI Advisors and their respective subsidiaries, affiliates, and employees of confidential information that we may obtain in the course of our engagement.

#### **CORPORATE TRANSPARENCY ACT/BENEFICIAL OWNERSHIP INFORMATION REPORTING**

Assisting you with your compliance with the Corporate Transparency Act ("CTA"), including beneficial ownership information ("BOI") reporting, is not within the scope of this MSA. You have sole responsibility for your compliance with the CTA, including its BOI reporting requirements and the collection of relevant ownership information. We shall have no liability resulting from your failure to comply with CTA. Information regarding the BOI reporting requirements can be found at <https://www.fincen.gov/boi>. Consider consulting with legal counsel if you have questions regarding the applicability of the CTA's reporting requirements and issues surrounding the collection of relevant ownership information.

#### **SEVERABILITY**

If any provision of this MSA or any underlying Engagement Letter(s) is found by any court to be void or otherwise unenforceable, the remainder of this MSA and any underlying Engagement Letter(s) will remain valid and enforceable as though such void or unenforceable provision were absent upon the date of its execution.

## **COUNTERPARTS**

This MSA may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and shall become a binding agreement when one or more of the counterparts have been signed by each of the parties and delivered to the other party. Signatures provided by facsimile or electronically shall be valid and binding. If we do not receive signed client acknowledgement(s)/authorization from you within ninety (90) days from the date hereof and you continue to interact with us related to your engagement(s) in or after that timeframe, then your continued interaction will signify and represent your agreement.

## **MODIFICATION**

This MSA may be amended, modified, or supplemented only by written agreement executed by all parties. In the event of a conflict between the terms of this MSA and any Engagement Letter(s), the terms of this MSA shall supersede, unless the applicable Engagement Letter(s) specifically states otherwise and references this MSA.

## **LATE FEES AND INTEREST**

Client agrees to pay all services, fees, and costs of any underlying engagement, and payment is due upon receipt of our invoice. We reserve the right, in our sole discretion, to impose late fees or interest on any balance that is net 30 days past due. Failure to make timely payments may, upon notice, result in our termination of this MSA and any Engagement Letter(s).

## **ENTIRE AGREEMENT**

This Agreement, including all Engagement Letter(s) and all attachments, schedules, and exhibits hereto or thereto, all of which are incorporated herein by reference, constitutes the full and complete agreement between the parties, including all predecessors of CRI, concerning the subject matter hereof and supersedes all prior and contemporaneous understandings and writings with respect thereto. No additional terms contained in any purchase order, order acknowledgement, confirmation, delivery acknowledgement, similar document, other correspondence, or written or oral communication between the parties will be valid and such additional or conflicting terms are deemed rejected by the parties.

## **CLIENT ACKNOWLEDGEMENT(S)**

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

Very truly yours,

*CRI Advisors, LLC*

CRI ADVISORS, LLC

*Carr, Riggs & Ingram, L.L.C.*

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

***Signature***

*Kent Myers*

*City of Starbase, Texas*

*<signature>*

*<sign date>*

Authorized Signer on behalf of City of Starbase, Texas