

City of Kingsville, Texas

AGENDA
CITY COMMISSION
MONDAY, OCTOBER 26, 2026
REGULAR MEETING
CITY HALL
HELEN KLEBERG GROVES COMMUNITY ROOM
400 WEST KING AVENUE
5:00 P.M. – Regular Meeting

Live Videostream: <https://www.facebook.com/cityofkingsvilletx>

I. Preliminary Proceedings.

OPEN MEETING

INVOCATION / PLEDGE OF ALLEGIANCE – (Mayor Fugate)

MINUTES OF PREVIOUS MEETING(S)

Regular Meeting –October 13, 2026

APPROVED BY:

Charlie Sosa 
Charlie Sosa
City Manager

II. Public Hearing - (Required by Law).¹

None.

III. Reports from Commission & Staff.²

“At this time, the City Commission and Staff will report/update on all committee assignments which may include but is not limited to the following: Planning & Zoning Commission, Zoning Board of Adjustments, Historical Board, Housing Authority Board, Health Board, Tourism, Chamber of Commerce, Coastal Bend Council of Governments, Conner Museum, Keep Kingsville Beautiful, and Texas Municipal League. Staff reports include the following: Building & Development, Code Enforcement, Proposed Development Report; Accounting & Finance – Financial Services - Information, Investment Report, Quarterly Budget Report, Monthly Financial Reports; Police & Fire Department – Grant Update, Police & Fire Reports; Street Updates; Public Works-Building Maintenance, Construction Updates; Park Services - grant(s) update, miscellaneous park projects, Administration –Workshop Schedule, Interlocal Agreements, Public Information, Hotel Occupancy Report, Quiet Zone, Proclamations, Health Plan Update, Tax Increment Zone Presentation, Main Street Downtown, Chapter 59 project, Financial Advisor, Water And Wastewater Rate Study Presentation. No formal action can be taken on these items at this time.”

IV. Public Comment on Agenda Items.³

1. Comments on all agenda and non-agenda items.

V.

Consent Agenda

Notice to the Public

The following items are of a routine or administrative nature. The Commission has been furnished with background and support material on each item, and/or it has been

discussed at a previous meeting. All items will be acted upon by one vote without being discussed separately unless requested by a Commission Member in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon. The remaining items will be adopted by one vote.

CONSENT MOTIONS, RESOLUTIONS, ORDINANCES AND ORDINANCES FROM PREVIOUS MEETINGS:

(At this point the Commission will vote on all motions, resolutions, and ordinances not removed for individual consideration)

1. Motion to approve final passage of an ordinance amending the Fiscal Year 2026-2027 Budget to establish budget for a CBRAC Grant for the purchases of Fire Department medical supplies. (Fire Chief).
2. Motion to approve final passage of an ordinance amending the Fiscal Year 2026-2027 Budget to accept and appropriate funding for the GLO Resilient Communities Program for a Comprehensive Master Plan. (Director of Planning and Economic Development).

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

3. Discuss and consider approval of a resolution of the City of Kingsville, Texas, authorizing the City Manager to execute a Master Service Agreement and Service Level Agreements with Lyte Fiber, LLC for Internet and Data Services. (IT Director).
4. Discuss and consider accepting Operation Lone Star Grant award #4385705 for Police Department personnel, overtime, equipment & technology, travel & training, supplies and direct operating expenses. (Police Chief).
5. Discuss and consider the introduction of an ordinance amending the Fiscal Year 2026-2027 Budget to accept and expend the Operation Lone Star Grant award #4385705 for Police Department personnel, overtime, equipment & technology, travel & training, supplies and direct operating expenses. (Police Chief).
6. Discuss and consider the introduction of an ordinance amending the Fiscal Year 2026-2027 Budget to accept and expend the Operation Stonegarden Grant award #3194309 for Police Department vehicle purchase. (Police Chief).
7. Discuss and consider the introduction of an ordinance amending the Fiscal Year 2026-2027 Budget to appropriate funding for the Body Worn Camera Grant Fund #5094901 to purchase Police Department body worn camera equipment. (Police Chief).
8. Discuss and consider approving a resolution authorizing the City Manager to execute Change Order #8 for the Construction Contract with D&J Utility Services LLC for the GLO CDBG-MIT Contract No. 22-085-009-D237 Project 10: N. Armstrong Ave. storm water improvements project. (City Engineer).

VII. Adjournment.

1. No person's comments shall exceed 5 minutes. Cannot be extended by Commission.
2. No person's comments shall exceed 5 minutes without permission of majority of Commission.
3. Comments are limited to 3 minutes per person. May be extended or permitted at other times in the meeting only with 5 affirmative Commission votes. The speaker must identify himself by name and address.
4. Items being considered by the Commission for action except citizen's comments to the Mayor and Commission, no comment at this point without 5 affirmative votes of the Commission.

NOTICE

This City of Kingsville and Commission Chambers are wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's office at 361/595-8002 or FAX 361/595-8024 or E-Mail mvalenzuela@cityofkingsville.com for further information. Braille Is Not Available. The City Commission reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by the Texas Government Code, Section 551-071 (Consultation with Attorney), 551-072 (Deliberations about Real Property), 551-073 (Deliberations about Gifts and Donations), 551-074 (Personnel Matters), 551.076 (Deliberations about Security Devices), 551-086 (Certain Public Power Utilities: Competitive Matters), and 551-087 (Economic Development).

I, the undersigned authority, do hereby certify that the Notice of Meeting was posted on the bulletin board at City Hall, City of Kingsville, 400 West King Avenue, Kingsville, Texas, a place convenient and readily accessible to the general public at all times, and said Notice was posted on the following date and time:

October 14, 2026, at 3:30 P.M. and remained so posted continuously for at least three business days proceeding the scheduled time of said meeting.

Mary Valenzuela
Mary Valenzuela, TRMC, City Secretary
City of Kingsville, Texas

This public notice was removed from the official posting board at the Kingsville City Hall on the following date and time: _____

By: _____
City Secretary's Office
City of Kingsville, Texas

MINUTES OF PREVIOUS MEETING(S)

OCTOBER 13, 2026

A REGULAR MEETING OF THE CITY OF KINGSVILLE CITY COMMISSION WAS HELD ON TUESDAY, OCTOBER 13, 2026, IN THE HELEN KLEBERG GROVES COMMUNITY ROOM, 400 WEST KING AVENUE, KINGSVILLE, TEXAS, AT 5:00 P.M.

CITY COMMISSION PRESENT:

Sam R. Fugate, Mayor
Edna Lopez, Commissioner
Norma Alvarez, Commissioner
Leo Alarcon, Commissioner

CITY COMMISSION ABSENT:

Hector Hinojosa, Commissioner

CITY STAFF PRESENT:

Charlie Sosa, City Manager
Mary Valenzuela, City Secretary
Courtney Alvarez, City Attorney
Derek Williams, Systems Administrator
Leticia Salinas, Accounting Manager
Emilio Garcia, Health Director
John Blair, Police Chief
Bill Donnell, Public Works Director
Rebecca Duke, Interim Tourism Director
James Creek, Fire Captain
Deborah Balli, Finance Director
J.J. Adame, Fire Chief
Manny Salazar, Economic Development and Planning Director
Joseph Ramirez, Engineer's Assistant
Diana Gonzales, Human Resources Director

I. Preliminary Proceedings.

OPEN MEETING

Mayor Fugate opened the meeting at 5:00 p.m. with four commission members present. Commissioner Hinojosa was absent.

INVOCATION / PLEDGE OF ALLEGIANCE – (Mayor Fugate)

The invocation was delivered by Ms. Courtney Alvarez, City Attorney, followed by the Pledge of Allegiance and the Texas Pledge.

MINUTES OF PREVIOUS MEETING(S)

Regular Meeting –September 28, 2026

Motion made by Commissioner Lopez to approve the minutes of September 28, 2026 as presented, seconded by Commissioner Alvarez. The motion was passed and approved by the following vote: Lopez, Alvarez, Alarcon, Fugate voting “FOR”.

II. Public Hearing - (Required by Law).¹

None.

III. Reports from Commission & Staff.²

“At this time, the City Commission and Staff will report/update on all committee assignments which may include but is not limited to the following: Planning & Zoning Commission, Zoning Board of Adjustments, Historical Board, Housing Authority Board, Health Board, Tourism, Chamber of Commerce, Coastal Bend Council of Governments,

Conner Museum, Keep Kingsville Beautiful, and Texas Municipal League. Staff reports include the following: Building & Development, Code Enforcement, Proposed Development Report; Accounting & Finance – Financial Services - Information, Investment Report, Quarterly Budget Report, Monthly Financial Reports; Police & Fire Department – Grant Update, Police & Fire Reports; Street Updates; Public Works-Building Maintenance, Construction Updates; Park Services - grant(s) update, miscellaneous park projects, Administration –Workshop Schedule, Interlocal Agreements, Public Information, Hotel Occupancy Report, Quiet Zone, Proclamations, Health Plan Update, Tax Increment Zone Presentation, Main Street Downtown, Chapter 59 project, Financial Advisor, Water And Wastewater Rate Study Presentation. No formal action can be taken on these items at this time.”

Mr. Charlie Sosa, City Manager, reported on street projects around the city. He further reported that the city will be hosting a Trash-Off Day on Saturday, October 24, 2026, from 8:00 a.m. to 12:00 p.m. He also reported that the Health Department will be spraying for mosquitoes in the next two days.

Ms. Courtney Alvarez, City Attorney, stated that the next City Commission meeting is scheduled for Monday, October 26, 2026. Ms. Alvarez reported that she will be out of the office on Friday, October 16, 2026.

Commissioner Lopez stated that she has received several complaints from citizens regarding contractors tearing up their yards. She asked Mr. Sosa to stay in contact with the citizens and see how the city can assist them.

Mr. Sosa stated that he has received calls from citizens and he is looking into their concerns.

Mr. J.J. Adame, Fire Chief, reported that the Kingsville Fire Department has hired Captain James Creek as its new Assistant Fire Chief. Captain Creek has been with the Kingsville Fire Department for a little over 34 years.

Mayor Fugate read and presented two proclamations, Domestic Violence Awareness Month and Domestic Violence Survivors Day.

IV. Public Comment on Agenda Items.³

1. Comments on all agenda and non-agenda items.

Erik Spitzer, 729 Carmen Drive, Sandia, TX, commented that he would like to begin with a simple question: Did you generally believe that after nearly a year of inaction on 10 formally submitted ethics complaints, I would simply walk away? I assure you I will not. Despite being asked twice to resubmit these complaints, I have yet to see meaningful action or receive an adequate explanation for the delays. The city's ethics ordinance establishes specific responsibilities and timelines, three of which have not been met thus far; the ethics compliance officer- yet where is the accountability when those responsibilities go unfilled? Who is supervising the City Attorney? Who is demanding answers? And why has this commission allowed these matters to remain unresolved for nearly a year? These concerns extend beyond the ethics complaints. The handling of the H.E.B. agreement, the recall process, outdated ordinances, and previously reported concerns involving the City Manager all raised serious questions about the effectiveness of this city's legal oversight. At what point does continued poor performance warrant a formal review or termination? Mayor, after ten terms, you have had ample opportunity to establish a culture of accountability and transparency. In my opinion, you have failed. You assured me that concerns involving the City Manager and certain contractors would be examined. You also requested my assistance in developing a transparent ordinance, yet I have seen no

meaningful follow-through, and you lied to me. Leadership is not measured by how long you occupy an office; it is measured by the courage to do what is right, especially when doing so is uncomfortable. I also have serious concerns about a projected budget deficit exceeding \$2 million seemingly disappearing without a meaningful public discussion or cost corresponding possible cuts. I challenge every commissioner to demand a line-by-line accounting of those figures and the assumptions behind them. Commissioner Alvarez, I also believe your remarks about the former City Manager at the last meeting were inaccurate. I encourage you to review the facts and publicly correct the record this evening. Let me close with this: ethics ordinances are not suggestions, accountability is not optional, and public office is not a shield against scrutiny. I expect a documented explanation of the status of all kind complaints, the reasons for these delays, and what action will be taken. Nearly a year of excuses and inaction is enough. Kingsville deserves better leadership.

V.

Consent Agenda

Notice to the Public

The following items are of a routine or administrative nature. The Commission has been furnished with background and support material on each item, and/or it has been discussed at a previous meeting. All items will be acted upon by one vote without being discussed separately unless requested by a Commission Member in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon. The remaining items will be adopted by one vote.

CONSENT MOTIONS, RESOLUTIONS, ORDINANCES AND ORDINANCES FROM PREVIOUS MEETINGS:

(At this point the Commission will vote on all motions, resolutions, and ordinances not removed for individual consideration)

Motion made by Commissioner Lopez to approve the consent agenda as presented, seconded by Commissioner Alvarez. The motion was passed and approved by the following vote: Alvarez, Alarcon, Lopez, Fugate voting "FOR".

- 1. Motion to approve final passage of an ordinance amending the Fiscal Year 2025-2026 Budget to appropriate additional funding for Solid Waste Cost Overruns. (Public Works Director).**
- 2. Motion to approve final passage of an ordinance amending the Fiscal Year 2025-2026 Budget to appropriate additional funding for Water Construction Cost Overruns. (Public Works Director).**
- 3. Motion to approve submittal of a membership application to the Electric Reliability Council of Texas (ERCOT) for 2027. (renewal of annual membership). (City Attorney).**
- 4. Motion to approve City participation in parades and events in Fiscal Year 2026-2027. (Downtown Manager).**

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

- 5. Discuss and consider accepting Coastal Bend Regional Advisory Council (CBRAC) Grant funds for the Fire Department for medical supplies. (Fire Chief).**

Captain James Creek stated that the Kingsville Fire Department is requesting approval to accept a CBRAC grant in the amount of \$6,264.90. This donation will be used in the Fire Department to purchase medical supplies.

Motion made by Commission Lopez to approve the acceptance of the Coastal Bend Regional Advisory Council (CBRAC) Grant funds for the Fire Department for medical supplies, seconded by Commissioner Alarcon. The motion was passed and approved by the following vote: Alarcon, Lopez, Alvarez, Fugate voting "FOR".

6. Discuss and consider the introduction of an ordinance amending the Fiscal Year 2026-2027 Budget to establish budget for a CBRAC Grant for the purchases of Fire Department medical supplies. (Fire Chief).

Introduction item.

7. Discuss and consider approval of a resolution authorizing application to, administration of, and acceptance of the Leary Firefighters Foundation Grant for firefighting equipment; authorizing the Fire Chief to act on the City's behalf with such program. (Fire Chief).

Captain Creek stated that the Kingsville Fire Department has the opportunity to apply for the Leary Firefighters Foundation grant to request funding for the purchase of new firefighting equipment. The equipment to be requested includes 12 thermal imaging cameras with chargers and the associated accessories. The application will request \$26,575.00 for these costs. Captain Creek stated that this is a reimbursement grant.

Motion made by Commissioner Alarcon to approve the resolution authorizing application to, administration of, and acceptance of the Leary Firefighters Foundation Grant for firefighting equipment; authorizing the Fire Chief to act on the City's behalf with such program, seconded by Commissioner Lopez. The motion was passed and approved by the following vote: Lopez, Alvarez, Alarcon, Fugate voting "FOR".

8. Discuss and consider accepting a donation of firefighting equipment from the 81's Heroes Organization. (flashlights and chargers). (Fire Chief).

Captain Creek stated that the Kingsville Fire Department has the opportunity to receive purchased firefighting equipment through the 81's Heroes Organization. The equipment being donated includes forty new firefighting flashlights with chargers, equating to \$4,300 fully covered by the organization.

Motion made by Commissioner Lopez to approve the donation of firefighting equipment from the 81's Heroes Organization. (flashlights and chargers), seconded by Commissioner Alvarez. The motion was passed and approved by the following vote: Alvarez, Alarcon, Lopez, Fugate voting "FOR".

9. Discuss and consider approval of a resolution authorizing the City Manager to execute a Memorandum of Agreement between the City of Kingsville Fire Department and Axon Education, LLC for the training of Emergency Medical Services students. (Fire Chief).

Captain Creek stated that this is a request to enter into a Training Agreement between Axon Education, LLC and the City of Kingsville Fire Department for the purposes of allowing Emergency Medical Services students to ride out with the Kingsville Fire Department during their clinical ride-along. Students conduct their required clinical ride-along during their EMS training. The Kingsville Fire Department will provide and accept EMS Students for experience, training, and instruction in emergency medical practice and treatment aboard a Mobile Intensive Care Unit and Advanced Life Support while responding to actual emergencies.

Commissioner Lopez asked about liability.

Captain Creek stated that they will be providing their own.

Motion made by Commissioner Lopez to approve the resolution authorizing the City Manager to execute a Memorandum of Agreement between the City of Kingsville Fire Department and Axon Education, LLC for the training of Emergency Medical Services students, seconded by Commissioner Alarcon. The motion was passed and approved by the following vote: Alarcon, Lopez, Alvarez, Fugate voting "FOR".

10. Discuss and consider approval of a resolution authorizing the Mayor to execute the Emergency Medical Director Services Contract between the City of Kingsville and Dr. James Cantu, M.D. (Fire Chief).

Chief Adame stated that after many years as Medical Director, Dr. Moore has decided to step away from the position. The Kingsville Fire Department requests authorization to execute an agreement with Dr. James Cantu, M.D. to serve as the licensed EMS Physician Medical Director for the City of Kingsville Fire Department Emergency Medical Services Program, effective November 1, 2026. This agreement provides essential clinical oversight, protocol development, continuing education, and regulatory compliance for all Basic Life Support and Advanced Life Support operations. The agreement commences on November 1, 2026, continues on an annual basis, and allows either party to terminate with or without cause upon ninety days written notice.

Motion made by Commissioner Lopez to approve the resolution authorizing the Mayor to execute the Emergency Medical Director Services Contract between the City of Kingsville and Dr. James Cantu, M.D., seconded by Commissioner Alarcon. The motion was passed and approved by the following vote: Alarcon, Lopez, Alvarez, Fugate voting "FOR".

11. Discuss and consider accepting a donation of office chairs from the 81's Heroes Organization for the Police Department. (Police Chief).

Mr. John Blair, Chief of Police, stated that the Kingsville Police Department is requesting approval to accept the donation of nine office chairs from 81's Heroes. The department operates a 24/7 schedule, which means our chairs are occupied across multiple shifts, with frequent movement and repositioning, rather than a single 8-to-5 occupancy. Due to this, the chairs tend to wear out faster and need to be replaced more often.

Motion made by Commissioner Lopez to approve the acceptance of a donation of office chairs from the 81's Heroes Organization for the Police Department, seconded by Commissioner Alvarez. The motion was passed and approved by the following vote: Lopez, Alvarez, Alarcon, Fugate voting "FOR".

12. Discuss and consider authorizing the purchase of two 2026 Ford Police Interceptor Utility AWD vehicles for the Kingsville Police Department via the TIPS USA Purchasing Cooperative, as per staff recommendation. (Police Chief).

Chief Blair stated that this is a request for authorization to purchase two 2026 Ford Police Interceptor Utility AWD vehicles to support police operations. The vehicles will be purchased through the TIPS USA purchasing cooperative under Contract No. 240901 from Silsbee Ford. The total purchase price for the two vehicles is \$109,005.90. Funding is identified as available through the Police Department's Fund 136.

Motion made by Commissioner Alarcon to approve the purchase of two 2026 Ford Police Interceptor Utility AWD vehicles for the Kingsville Police Department via the TIPS USA Purchasing Cooperative, as per staff recommendation, seconded by

Commissioner Lopez. The motion was passed and approved by the following vote: Lopez, Alvarez, Alarcon, Fugate voting "FOR".

13. Discuss and consider authorizing the purchase of five 2026 Ford F-150 Police Responder vehicles for the Kingsville Police Department via the TIPS Purchasing Cooperative, as per staff recommendation. (Police Chief).

No discussion or action taken on this item.

14. Discuss and consider approving a resolution authorizing the City Manager to execute Change Order #9 to the Construction Contract with Donald Hubert Construction Co. for the GLO CDBG-MIT Contract No. 22-082-016-D218 Project 1: 14th Street Sanitary Sewer Improvements Project. (Loop 428 Lift Station). (City Engineer).

Mr. Martin Medrano, ICE Engineering, stated that Change Order No. 9 is to increase the contract time by 40 calendar days. This change is to account for performing final inspections and to execute construction closeout. The adjusted completion date is moved from September 21, 2026 to October 31, 2026.

Motion made by Commissioner Alarcon to approve the resolution authorizing the City Manager to execute Change Order #9 to the Construction Contract with Donald Hubert Construction Co. for the GLO CDBG-MIT Contract No. 22-082-016-D218 Project 1: 14th Street Sanitary Sewer Improvements Project. (Loop 428 Lift Station), seconded by Commissioner Lopez. The motion was passed and approved by the following vote: Alvarez, Alarcon, Lopez, Fugate voting "FOR".

15. Discuss and consider approving a resolution authorizing the City Manager to execute Change Order #3 to the construction contract with Mor-Wil LLC for the GLO CDBG-MIT Contract 22-085-009-D237 Project 3: E. Caesar Ave. Storm Water Improvements Project. (City Engineer).

Mr. Medrano stated that Change Order No. 3 addresses unforeseen issues during construction, including delayed material delivery and uncooperative weather conditions. The adjusted completion date was October 10, 2026, and is now December 4, 2026.

Commissioner Lopez asked if the pavement was all the way to the sidewalk, or if it was just going to be dirt. She stated that it is pretty wide already, but will it be one lane each way and a turning lane?

Mr. Medrano responded yes. Right now there is a drainage ditch between the road and the sidewalk so its still catching water from the road and then it goes into inlets to the boxes underneath the road. There was discussion on this, because other than mother nature growing the grass back into that ditch we would have to hydroseed it, which is something that was discussed of potentially doing this before closing this project out, but it still needs to be discussed with the contractor.

Commissioner Lopez commented that she can already see someone going into the mud as it is all dirt.

Mr. Medrano stated that it is an erosion problem if you leave it like that.

Mayor Fugate asked if originally there was supposed to be a bike lane in there.

Mr. Sosa stated that yes, but due to the cost it ended up being a three lane which includes the lanes going east to west and a turning lane:

Commissioner Lopez asked by when this project would be completed.

Mr. Medrano responded that it would be completed by December.

Motion made by Commissioner Alarcon to approve the resolution authorizing the City Manager to execute Change Order #3 to the construction contract with Mor-Wil LLC for the GLO CDBG-MIT Contract 22-085-009-D237 Project 3: E. Caesar Ave. Storm Water Improvements Project, seconded by Commissioner Lopez. The motion was passed and approved by the following vote: Alarcon, Lopez, Alvarez, Fugate voting "FOR".

16. Discuss and consider approving a resolution authorizing the City Manager to execute Change Order #6 for the Construction Contract with Grace Paving and Construction, Inc. for the GLO CDBG-MIT Contract 22-085-009-D237 Project 14: Santa Gertrudis Ave. Storm Water Improvements Project. (Santa Monica/Santa Barbara). (City Engineer).

Mr. Medrano stated that Change Order No. 6 is to increase the contract time by 21 calendar days and address the extended warranty for a HMAC pavement section.

Motion made by Commissioner Alvarez to approve the resolution authorizing the City Manager to execute Change Order #6 for the Construction Contract with Grace Paving and Construction, Inc. for the GLO CDBG-MIT Contract 22-085-009-D237 Project 14: Santa Gertrudis Ave. Storm Water Improvements Project. (Santa Monica/Santa Barbara), seconded by Commissioner Alarcon. The motion was passed and approved by the following vote: Lopez, Alvarez, Alarcon, Fugate voting "FOR".

17. Discuss and consider approval of a one-year extension on the GLO CDBG-MIT Contract No. 22-085-009-D237. (City Engineer).

Mr. Sosa stated that the city received a letter from the Texas Land Commission notifying us that the city is eligible to receive up to a one-year extension for the GLO CDBG-MIT Grant No. 22-085-009-D237. We will be adding project no. 4 for Brahma Blvd.

Motion made by Commissioner Alarcon to approve the one-year extension on the GLO CDBG-MIT Contract No. 22-085-009-D237, seconded by Commissioner Lopez. The motion was passed and approved by the following vote: Alvarez, Alarcon, Lopez, Fugate voting "FOR".

18. Discuss and consider approval of a resolution authorizing the City Manager to execute Change Order #1 for the Construction Contract with JE Construction, LLC for the GLO CDBG-MIT Contract No. 22-085-009-D237 Project 7: BU 77/S. 6th Street near Loop 428 to Escondido Creek Stormwater Sewer Improvements. (Bid #26-04; Base Bid & Additive 1) (City Engineer).

Mr. Medrano stated that this was just awarded last month. He stated that basically, as it stands, we weren't going to get the one-year extension, and so in order to get his project completed within the timeline, we had to mobilize another crew. There are plenty of funds available in the D237 Grant.

Motion made by Commissioner Alarcon to approve the resolution authorizing the City Manager to execute Change Order #1 for the Construction Contract with JE Construction, LLC for the GLO CDBG-MIT Contract No. 22-085-009-D237 Project 7: BU 77/S. 6th Street near Loop 428 to Escondido Creek Stormwater Sewer Improvements. (Bid #26-04; Base Bid & Additive 1), seconded by Commissioner Lopez. The motion was passed and approved by the following vote: Alarcon, Lopez, Alvarez, Fugate voting "FOR".

19. Discuss and consider approving a resolution authorizing the City Manager to execute the Construction Contract with D&M Underground Corp. for the GLO CDBG-

MIT Contract No. 22-085-009-D237 Project 4: S. Brahma Blvd. Storm Water Improvements. (Bid #26-05) (City Engineer).

Mr. Medrano stated that this project will go from General Cavazos to Santa Gertrudis Creek. This is one of the big projects that we needed this extension for. Previously, the contractor wasn't sure if they could get the project done, but now, with the extension, they have assured us that they have the bonding and the capability to do this project by next year.

Motion made by Commissioner Alvarez to approve the resolution authorizing the City Manager to execute the Construction Contract with D&M Underground Corp. for the GLO CDBG-MIT Contract No. 22-085-009-D237 Project 4: S. Brahma Blvd. Storm Water Improvements. (Bid #26-05), seconded by Commissioner Lopez. The motion was passed and approved by the following vote: Lopez, Alvarez, Alarcon, Fugate voting "FOR".

20. Discuss and consider the introduction of an ordinance amending the Fiscal Year 2026-2027 Budget to accept and appropriate funding for the GLO Resilient Communities Program for a Comprehensive Master Plan. (Director of Planning and Economic Development).

Mr. Manny Salazar, Economic Development and Planning Director, stated that the city is in the process of developing a new comprehensive plan for the community, the first since 2008. The city has hired Halff to develop this plan. City staff to host 5 public events. Staff is working on additional opportunities for public input in the new year.

Introduction item.

VI. Adjournment.

With no further business before the City Commission, the meeting adjourned at 5:50 p.m.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, TRMC, CMC, City Secretary

CONSENT AGENDA

AGENDA ITEM #1

CITY OF KINGSVILLE

FIRE DEPARTMENT



TO: Mayor and City Commissioners

CC: Charlie Sosa, City Manager

FROM: Juan J. Adame, Fire Chief

DATE: 09/24/2026

SUBJECT: Accept Coastal Bend Regional Advisory Council Grant (CBRAC)

Summary:

The Kingsville Fire Department is requesting approval to accept a CBRAC grant in the amount of \$6264.90.

Background:

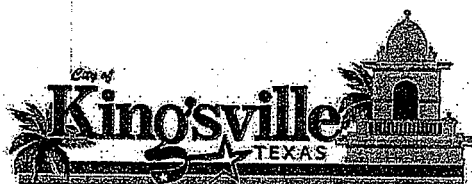
Each year CBAC distributes funding grants to member EMS organizations.

Financial Impact:

No financial impact. This donation will be used in the fire department to purchase medical supplies.

Recommendation:

We would request accepting the donation from CBRAC in the amount of \$6264.90.



COASTAL BEND REGIONAL
ADVISORY COUNCIL
PO BOX 18460
CORPUS CHRISTI TX 78480

AMERICAN BANK
(800) 257-5316
americanbank.com

UTCC
08-328/114
CHECK AMOUNT

08/26/2026

PAY TO THE ORDER OF City of Kingsville Fire Dept

\$ 6,264.90

Six thousand two hundred sixty-four and 90/100*****

City of Kingsville Fire Dept
Attn: Chief Adame
P.O. Box 1458 119 North 10th St.
Kingsville, TX 78363

Two Signatures Required
Valid After 90 Days

[Signature]

MEMO

FY26 EMS County Grant (Kleberg Co.)

08/26/2026 City of Kingsville Fire Dept

Date 08/26/2026 Type Bill Reference FY26EMSCNTY

Original Amount 6,264.90
Balance Due 6,264.90

Check Amount

Payment
6,264.90
6,264.90

8422

RAC-Primary FY26 EMS County Grant (Kleberg Co.)

6,264.90

ORDINANCE NO. 2026-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2026-2027 BUDGET TO ESTABLISH BUDGET FOR A CBRAC GRANT FOR THE PURCHASE OF FIRE DEPARTMENT MEDICAL SUPPLIES.

WHEREAS, it was unforeseen when the budget was adopted that there would be a need for funding for these expenditures this fiscal year.

I.

BE IT ORDAINED by the City Commission of the City of Kingsville that the Fiscal Year 2026-2027 budget be amended as follows:

**CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT – BA#01**

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 015 – CBRAC Grant					
<u>Revenues</u>					
2200	Fire	State Grants	72010	\$6,264.90	
<u>Expenditures</u>					
2200	Fire	Medical Supplies	22400	\$6,264.90	

[To amend the City of Kingsville FY 26-27 budget to establish budget for a CBRAC grant for the purchase of medical supplies for the Fire Department. Funding will come from the grant proceeds for the stated purpose.]

II.

THAT all Ordinances or parts of Ordinances in conflict with this Ordinance are repealed to the extent of such conflict only.

III.

THAT if for any reason any section, paragraph, subdivision, clause, phrase, word or provision of this ordinance shall be held invalid or unconstitutional by final judgment of a court of competent jurisdiction, it shall not affect any other section, paragraph, subdivision, clause, phrase, word or provision of this ordinance, for it is the definite intent of this City Commission

that every section, paragraph, subdivision, clause, phrase, word or provision hereof be given full force and effect for its purpose.

IV.

THAT this Ordinance shall not be codified but shall become effective on and after adoption and publication as required by law.

INTRODUCED on this the 13th day of October 2026.

PASSED AND APPROVED on this the 26th day of October 2026.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #2



MEMO

Date: October 5, 2026
To: Charlie Sosa, City Manager
From: Manny Salazar, Economic Development and Planning Director
Subject: Comprehensive Plan Grant Acceptance

Summary: The City of Kingsville was awarded the Resilient Communities Program grant from the Texas General Land Office.

Background:

The City of Kingsville is in the process of developing a new comprehensive plan for the community, the first since 2008. The city has hired Halff to develop the plan. City staff has worked with Halff to host 5 public events, 1 workshop with the commission and have participated in 2 community events. Staff is working on additional opportunities for public input in the new year.

Staff is requesting the acceptance of the GLO grant to provide payment to Halff.

Financial Impact:

There is no financial impact to the city for the grant.

Recommendation:

Staff recommends the acceptance of the grant from the General Land Office in the amount of \$300,000.

Manny Salazar
Economic Development and Planning Director



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

October 31, 2025

Mr. Charlie Sosa
City Manager
410 W. King Ave.
Kingsville, Texas 78363

VIA EMAIL: citymanager@cityofkingsville.com

Re: Notice of Eligibility – Resilient Communities Program Application RCP-100733

Dear Mr. Sosa:

Thank you for applying to the Resilient Communities Program (RCP). The Texas General Land Office (GLO) has reviewed the City's application and determined the following project to be eligible for funding:

Project Title:	City of Kingsville - Comprehensive Plan
CDBG-MIT Amount:	\$300,000.00

This notice of eligibility confirms that the identified project is eligible for CDBG-MIT Funding.

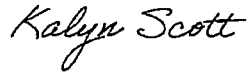
Currently, the project cost exceeds the recommended maximum award per the program application and Application Guide. The original application requested a funding amount of \$300,000.00 for the City of Kingsville Comprehensive Plan. The recommended maximum is \$250,000.00, based on cost reasonableness for the population size. Due to the City of Kingsville's anticipated population growth tied to the King Ranch Direct Air Capture Project and the Tesla Lithium Battery Factory construction in nearby Robstown, we can grant eligibility in the amount of \$300,000.00.

Contract documents will be emailed via DocuSign for execution, followed by a contract Kickoff Workshop. A GLO Grant Manager will be assigned to assist you in meeting program requirements and the terms of your executed Subrecipient Agreement.

The GLO is dedicated to facilitating the successful implementation and completion of your Resilient Communities Program application project. If you have any immediate questions regarding this notice, you may contact me at kalyn.scott.glo@recovery.texas.gov.

1700 North Congress Avenue, Austin, Texas 78701-1495
P.O. Box 12873, Austin, Texas 78711-2873
512-463-5001 glo.texas.gov

Sincerely,

A handwritten signature in cursive script that reads "Kalyn Scott".

Kalyn Scott
Director – Development, Plans, and Operations Support
Community Development and Revitalization

cc: Erik Spitzer, Director of Planning, City of Kingsville
Robin Alexander, Grant Administration Manager, Halff Associates
Regina Erales, Grant Manager, GLO
Jet Hays, Deputy Director, GLO

ORDINANCE NO. 2026-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2026-2027 BUDGET TO ACCEPT AND APPROPRIATE FUNDING FOR THE GLO RESILIENT COMMUNITIES PROGRAM FOR A COMPRENSIVE MASTER PLAN.

WHEREAS, it was unforeseen when the budget was adopted that there would be a need for funding for these expenditures this fiscal year.

I.

BE IT ORDAINED by the City Commission of the City of Kingsville that the Fiscal Year 2026-2027 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT – BA#02

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 209- RCP Grant					
<u>Revenues</u>					
1601	Planning	State Grants	72010	\$300,000	
<u>Expenditures</u>					
1601	Planning	Professional Services	31400	\$300,000	

[To amend the City of Kingsville FY 26-27 budget to accept and appropriate funding for the Kingsville Comprehensive Master Plan. Reimbursement funding will come from the awarded GLO Resilient Communities Program Application RCP-100733 Grant.]

II.

THAT all Ordinances or parts of Ordinances in conflict with this Ordinance are repealed to the extent of such conflict only.

III.

THAT if for any reason any section, paragraph, subdivision, clause, phrase, word or provision of this ordinance shall be held invalid or unconstitutional by final judgment of a court of competent jurisdiction, it shall not affect any other section, paragraph, subdivision, clause, phrase, word or provision of this ordinance, for it is the definite intent of this City Commission

that every section, paragraph, subdivision, clause, phrase, word or provision hereof be given full force and effect for its purpose.

IV.

THAT this Ordinance shall not be codified but shall become effective on and after adoption and publication as required by law.

INTRODUCED on this the 13th day of October 2026.

PASSED AND APPROVED on this the 26th day of October 2026.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM: _____

Courtney Alvarez, City Attorney

REGULAR AGENDA

AGENDA ITEM #3

City of Kingsville
Finance Department

TO: Mayor and City of Commissioners
CC: Charlie Sosa, City Manager
FROM: Kyle Benson, Director of Information Technology
DATE: October 26, 2026
SUBJECT: Authorization and Execution of MSA and SLA Internet and Data Services

Summary:

This item authorizes the approval and formal execution of a Master Service Agreement (MSA) and Service Level Agreement (SLA) between the City of Kingsville and Lyte Fiber, LLC for Dedicated Internet Access and Data Services.

Background:

The Information Technology and Purchasing Department issued a Request for Proposals (RFP #26-06) to secure high-speed internet and fiber optic connectivity for City of Kingsville facilities. The RFP was advertised through Kingsville Record on July 4, 2026, and July 11, 2026, with a submission deadline of August 11, 2026, at 2:00pm CST.

A total of seven (7) RFP submissions were received and evaluated from:

1. Sparklight Business
2. Granite Telecommunications, LLC
3. Spectrum Business
4. Foremost Telecommunications Corporation
5. SmartCom Telephone & Internet
6. Lyte Fiber, LLC
7. AT&T Business

The submittals were evaluated by Kyle Benson, IT Director, Marquita Shamlin, Purchasing Manager, and Derek Williams, IT Systems Administrator. Based on proposal evaluations, Lyte Fiber, LLC was selected for offering competitive pricing, superior overall proposal value, and strong community focus. The MSA and SLA establish performance guarantees, including 99.99% network availability standard and service credits for qualifying outages. The agreement has been reviewed and approved by the City Attorney.

Financial Impact:

The total fiscal impact for the Lyte Fiber, LLC agreement is \$6,000 per month (\$79,200 annually). Funding for this service is budgeted and available in the FY 2026-2027 operating budget under Account No. 001-5-1030-3110.

Recommendation:

It is recommended that the City Commission approve the resolution and authorize the Mayor to execute the finalized agreements with Lyte Fiber, LLC.



RESOLUTION #2026-_____

A RESOLUTION OF THE CITY OF KINGSVILLE, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A MASTER SERVICE AGREEMENT AND SERVICE LEVEL AGREEMENTS WITH LYTE FIBER, LLC FOR INTERNET AND DATA SERVICES; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Kingsville ("City") has need for internet and data services to conduct City operations and the existing contract is expiring; and

WHEREAS, in order to identify qualified and responsive providers for the internet and data services needed to address the City's needs, a Request for Proposal (RFP) process for internet and data services was completed in accordance with state law; and

WHEREAS, the City advertised RFP #26-06 in the local newspaper on July 4, 2026 and July 11, 2026 and on the City's website and seven responses to the RFQ were submitted by the August 11, 2026 deadline; and

WHEREAS, the City Selection Review Committee (Purchasing Manager Marquita Shamlin, IT Director Kyle Benson, and IT Systems Administrator Derek Williams) each reviewed the responses and recommended the RFP be awarded to Lyte Fiber, LLC;

WHEREAS, the proposal received for RFP #26-06 by the due date was reviewed to determine the most qualified and responsive providers for each service giving consideration to ability to perform successfully under the terms and conditions of the proposed procurement, integrity, record of past performance, and technical resources;

WHEREAS, the City Commission officially selected Lyte Fiber, LLC as the internet and data services provider for the City of Kingsville departments, and staff has negotiated a contract for a fair and reasonable price with the firm and now brings the contract before City Commission for approval.

NOW THEREFORE, BE IT RESOLVED by the City Commission of the City of Kingsville, Texas:

I.

THAT the City Manager is authorized and directed as an act of the City of Kingsville, Texas to execute a Master Service Agreement and Service Level Agreements between the City of Kingsville and Lyte Fiber, LLC for Dedicated

Internet Access and Data Services in accordance with Exhibit A hereto attached and made a part thereof.

II.

THAT all resolutions or parts of resolutions in conflict with this resolution are repealed to the extent of such conflict only.

III.

THAT this Resolution shall be and become effective on and after adoption.

PASSED AND APPROVED by a majority vote of the City Commission on the
____ 26th day of ____ October _____, 2026.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

MASTER SERVICE AGREEMENT

THIS AGREEMENT is entered into as of [_____] (the "Effective Date") by and between Lyte Fiber, LLC, a Delaware limited liability company ("COMPANY") and the City of Kingsville, a [Texas municipality] ("Customer"). COMPANY and Customer are each referred to herein as a "Party" and collectively as the "Parties."

In consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the parties agree as follows:

RECITALS

COMPANY owns, operates, leases, or otherwise has access to certain telecommunications network facilities and provides communications and network services.

COMPANY is willing to provide certain communications and network services to Customer pursuant to one or more Service Orders entered into under this Agreement.

Customer desires to purchase such Services from COMPANY from time to time, subject to the terms of this Agreement and the applicable Service Order.

AGREEMENT

DEFINITIONS

- A. "Services" means the communications and network services provided by COMPANY to Customer pursuant to a Service Order, including Dedicated Internet Access, Ethernet Services, and such other services as the Parties may mutually agree in writing.
- B. "Dedicated Internet Access" or "DIA" means dedicated Internet connectivity provided by COMPANY at the bandwidth, service location, and other specifications identified in the applicable Service Order.
- C. "Ethernet Service" means an Ethernet-based data transport service provided by COMPANY between two or more service locations, including Ethernet Private Line service and such other Ethernet configurations as may be specified in the applicable Service Order.
- D. "Ethernet Private Line" or "EPL" means a dedicated Ethernet service providing point-to-point connectivity between the service locations identified in the applicable Service Order.
- E. "Service Order" means a written order, substantially in the form attached as Exhibit A or such other form agreed by the Parties, that identifies the Services ordered by Customer, including the applicable service location or locations, bandwidth or

capacity, monthly recurring charges, non-recurring charges, Service Term, Scheduled Service Date, and any other service-specific terms. Each Service Order executed by the Parties is incorporated into and governed by this Agreement.

- F. "Scheduled Service Date" means the target date identified in the applicable Service Order for COMPANY to complete installation and make the applicable Service available for Customer testing and acceptance.
- G. "Service Commencement Date" means, with respect to each Service, the date determined in accordance with Section 1.04 on which the Service has been accepted or deemed accepted by Customer and recurring charges for such Service begin to accrue.
- H. "Service Level Agreement" or "SLA" means the service-level commitments applicable to a Service as set forth in Exhibit B and any applicable schedule thereto.
- I. "Service Term" means the term applicable to a particular Service as specified in the applicable Service Order.

ARTICLE 1 - SERVICES

1.01 Services and Service Orders. COMPANY shall provide the Services to Customer, from time to time pursuant to mutually executed Service Orders substantially in the form attached hereto as Exhibit A. Each Service Order shall identify, as applicable, the type of Service, service location(s), bandwidth or capacity, Scheduled Service Date, Service Term, monthly recurring charges, non-recurring charges, and any other service-specific terms agreed by the Parties. Each executed Service Order shall be incorporated into and governed by this Agreement. Neither Party shall have any obligation with respect to a proposed Service unless and until the applicable Service Order has been executed by both Parties. In the event of a conflict between this Agreement and an executed Service Order, the terms of the Service Order shall control with respect to the rates, charges, Services, service locations, bandwidth or capacity, service specifications, Scheduled Service Dates, Service Term and other commercial or service-specific terms expressly applicable to the Services ordered thereunder. Except as expressly provided in an amendment to this Agreement executed by both Parties, no Service Order shall amend or modify the other legal terms and conditions of this Agreement. No purchase order, acknowledgment, invoice or other administrative document issued by either Party shall modify this Agreement or an executed Service Order or add any terms or conditions unless expressly agreed in a writing executed by authorized representatives of both Parties.

1.02 Installation, Testing, Maintenance. COMPANY shall install, test, operate and maintain the Services and any COMPANY Equipment (defined below) used to provide the Services in accordance with this Agreement, the applicable Service Order, and the applicable Service Level Agreement. COMPANY shall use commercially reasonable efforts to coordinate with Customer regarding installation, testing, maintenance, and other

activities that may materially affect Customer's use of the Services and to minimize disruption to Customer's operations.

1.03 Scheduled Service Date. COMPANY shall use commercially reasonable efforts to complete installation and make each Service available for Customer testing on or about the Scheduled Service Date specified in the applicable Service Order. Unless otherwise expressly stated in the applicable Service Order, the Scheduled Service Date is an estimated date and not a guaranteed completion date. If COMPANY reasonably anticipates that a Service will not be available by the Scheduled Service Date, COMPANY shall notify Customer and provide an updated estimated date for availability as soon as reasonably practicable.

1.04 Acceptance; Service Commencement. Upon completion of installation and COMPANY's testing of a Service, COMPANY shall notify Customer in writing that the Service is available for Customer's testing and acceptance (the "Ready for Service Notice"). Customer shall have five (5) business days following receipt of the Ready for Service Notice to test the Service for material conformity with the applicable Service Order and Service Level Agreement (the "Acceptance Period").

The Service Commencement Date shall be the earliest of: (a) the date Customer provides written notice accepting the Service; (b) the date Customer begins using the Service for production purposes other than testing; or (c) the expiration of the Acceptance Period, unless Customer has notified COMPANY in writing during the Acceptance Period that the Service materially fails to conform to the applicable Service Order or Service Level Agreement, describing such failure in reasonable detail.

If Customer timely identifies such a failure, COMPANY shall use commercially reasonable efforts to correct the failure and shall thereafter provide a new Ready for Service Notice, at which time the acceptance process described above shall repeat. Monthly recurring charges for a Service shall begin to accrue on its Service Commencement Date.

1.05 Service Standards. The performance standards, service-level commitments, and related remedies applicable to the Services shall be governed by the Service Level Agreement attached as Exhibit B and any applicable schedule thereto (collectively, the "SLA").

1.06 Service Outages; Credits. Following the Service Commencement Date, service outages, interruptions, performance deficiencies, service credits, and exclusions from service-credit eligibility shall be determined in accordance with the applicable SLA. Customer shall report any alleged outage or performance deficiency in accordance with COMPANY's then-current trouble-ticket procedures and shall reasonably cooperate with COMPANY in testing, troubleshooting, and restoring the affected Service.

Except as otherwise expressly provided in this Agreement or the applicable Service Order, the service credits available under the SLA shall constitute Customer's sole and exclusive monetary remedy for COMPANY's failure to satisfy an applicable service-level commitment.

1.07 Scheduled and Emergency Maintenance. COMPANY may perform scheduled maintenance reasonably necessary to maintain or improve its network or the Services. COMPANY shall use commercially reasonable efforts to provide Customer advance notice of scheduled maintenance that is reasonably expected to materially interrupt an affected Service and to schedule such maintenance during customary maintenance windows or at another time reasonably coordinated with Customer. COMPANY may perform emergency or unscheduled maintenance as reasonably necessary to preserve the integrity, security, or operation of its network or the Services and shall notify Customer of any material Service impact as soon as reasonably practicable under the circumstances.

1.08 Customer Responsibilities; Access. Customer shall timely provide COMPANY with such information, cooperation, access to Customer-controlled premises, pathways, equipment rooms, and other facilities as COMPANY may reasonably require to install, test, operate, maintain, repair, and remove the Services and COMPANY Equipment. Customer shall provide, at its expense, any suitable space, electrical power, environmental conditions, connections, and Customer equipment identified in the applicable Service Order as Customer's responsibility. COMPANY shall comply with Customer's reasonable site-access and security requirements communicated to COMPANY in advance, provided that such requirements do not materially interfere with COMPANY's ability to provide the Services.

To the extent COMPANY's performance is delayed by Customer's failure to satisfy its responsibilities under this Section, the applicable Scheduled Service Date shall be equitably extended for the period of such delay.

1.09 COMPANY Equipment. Any equipment, facilities, fiber, cabling, electronics, or other property owned or provided by COMPANY and used to provide the Services ("COMPANY Equipment") shall remain the property of COMPANY unless otherwise expressly stated in the applicable Service Order. Customer shall not move, alter, repair, encumber, or otherwise interfere with COMPANY Equipment without COMPANY's prior written consent. Customer shall be responsible for physical loss of or damage to COMPANY Equipment located at Customer-controlled premises to the extent caused by Customer or its employees, contractors, agents, or invitees, ordinary wear and tear excepted.

1.10 Network Extensions and Special Construction. If the provision of a Service requires COMPANY to construct or extend network facilities or perform other special construction, the applicable Service Order shall identify the applicable construction scope, estimated

Scheduled Service Date, and any non-recurring construction charges payable by Customer. COMPANY shall be responsible for obtaining permits, licenses, rights-of-way, pole attachment rights, and other third-party approvals customarily obtained by a telecommunications provider in connection with its network, and Customer shall reasonably cooperate with COMPANY with respect to access or approvals relating to Customer-controlled property.

COMPANY shall not impose any material additional construction charge on Customer beyond the amount stated in the applicable Service Order without Customer's prior written approval.

1.11 Acceptable Use; Unauthorized Use. Customer shall use, and shall cause its authorized users to use, the Services only for lawful purposes and, if COMPANY adopts or makes available an acceptable use policy applicable to business customers and the Services provided hereunder (an "AUP"), in accordance with such AUP after COMPANY provides Customer reasonable notice thereof. COMPANY may thereafter update any applicable AUP from time to time upon reasonable notice to Customer; provided that no such update shall materially alter the rates, Service Term or express Service Level commitments applicable to an executed Service Order.

Customer shall not use, or knowingly permit any third party to use, the Services (a) in violation of applicable law; (b) in a manner that materially interferes with, impairs or threatens the security, integrity or operation of COMPANY's network or any third-party network; (c) to transmit content in violation of applicable law or the rights of third parties; or (d) for any other use prohibited by an applicable AUP.

ARTICLE 2 - TERM

2.01 Term. This Master Service Agreement shall become effective on the Effective Date and shall continue until terminated in accordance with this Agreement (the "Agreement Term"). Either Party may terminate this Agreement upon thirty (30) days' prior written notice to the other Party if there are no Service Orders then in effect. Termination or expiration of this Agreement shall not, by itself, terminate any Service Order then in effect, and this Agreement shall continue to govern each such Service Order until the applicable Service Term expires or the Service Order is otherwise terminated in accordance with this Agreement.

2.02 Service Term. The term for each Service (the "Service Term") shall commence on the applicable Service Commencement Date and continue for the period specified in the applicable Service Order, unless earlier terminated in accordance with this Agreement or such Service Order. The terms and conditions of this Agreement shall continue to apply to each Service throughout its applicable Service Term.

Unless otherwise expressly provided in the applicable Service Order, a Service shall not automatically renew upon expiration of its Service Term. Any renewal or extension of a Service Term shall be as specified in the applicable Service Order or otherwise agreed by the Parties in writing.

ARTICLE 3 – CHARGES AND PAYMENT

3.01 Charges. The monthly recurring charges (“MRCs”), non-recurring charges (“NRCs”), and other amounts payable to COMPANY for Services ordered pursuant to this Agreement shall be as set forth in the applicable Service Order. MRCs shall begin to accrue on the applicable Service Commencement Date and shall continue throughout the applicable Service Term, subject to any credits, termination rights, or other adjustments expressly provided in this Agreement, the applicable Service Order, or the SLA. Any MRC for a partial billing period shall be prorated.

3.02 Invoices. COMPANY shall invoice Customer monthly for Services provided under this Agreement. Unless otherwise stated in the applicable Service Order, MRCs shall be invoiced in advance and NRCs and other usage-based or one-time charges shall be invoiced as incurred. Each invoice shall identify the applicable Services and charges in reasonable detail.

3.03 Payment. Customer shall pay all undisputed amounts invoiced by COMPANY within thirty (30) days after the invoice date, unless otherwise specified in the applicable Service Order.

3.04 Invoice Disputes. Customer may dispute in good faith any invoiced amount by providing COMPANY written notice identifying the disputed charge and the basis for the dispute within thirty (30) days after the applicable invoice date. Customer shall timely pay all undisputed amounts. The Parties shall cooperate in good faith to resolve any disputed charge. If the dispute is resolved in COMPANY's favor, Customer shall pay the amount determined to be due within fifteen (15) days after resolution. If the dispute is resolved in Customer's favor and Customer previously paid the disputed amount, COMPANY shall issue an appropriate credit or refund.

3.05 Late Payments; Suspension. Except with respect to amounts disputed in good faith pursuant to Section 3.04, any amount not paid when due shall accrue a late charge at the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, calculated from the date such amount became due until paid.

If Customer fails to pay an undisputed amount when due and such failure continues for ten (10) days after COMPANY provides written notice of nonpayment, COMPANY may suspend the affected Services until all past-due undisputed amounts and applicable late charges have been paid. COMPANY shall not be liable for any Service interruption

resulting from a suspension permitted under this Section. Suspension shall not waive COMPANY's other rights or remedies under this Agreement.

3.06 No Setoff. Except for credits expressly provided under this Agreement, a Service Order, or the SLA, Customer shall not withhold, deduct, or set off amounts payable to COMPANY against amounts Customer claims are owed by COMPANY, provided that Customer may withhold amounts disputed in good faith pursuant to Section 3.04.

3.07 Taxes, Fees and Surcharges. Unless otherwise expressly stated in the applicable Service Order, the charges for Services do not include applicable federal, state, or local taxes, regulatory fees, assessments, surcharges or other governmental charges imposed on, assessed against, or required to be collected or paid by COMPANY in connection with the Services ("Taxes and Surcharges"). Customer shall pay all applicable Taxes and Surcharges invoiced by COMPANY, whether imposed directly on Customer or imposed on COMPANY and attributable to the Services, excluding taxes based on COMPANY's net income.

If Customer claims an exemption from any applicable Tax or Surcharge, Customer shall provide COMPANY with a valid exemption certificate or other documentation reasonably required to support the exemption. COMPANY shall apply a valid exemption prospectively following receipt of the required documentation.

If the regulatory treatment of a Service or Customer requires information or certifications regarding Customer's use or resale of the Services, Customer shall provide such information or certifications as reasonably requested by COMPANY.

ARTICLE 4 - TERMINATION

4.01 Termination of Agreement. Either Party may terminate this Agreement upon thirty (30) days' prior written notice to the other Party if no Service Orders are then in effect. Termination of this Agreement shall not terminate any Service Order then in effect, and this Agreement shall continue to govern each such Service Order until the expiration or earlier termination of the applicable Service Term.

4.02 Customer Default. Customer shall be in default under this Agreement if:

(a) Customer fails to pay any undisputed amount when due and such failure continues beyond the notice and cure period provided in Section 3.05;

(b) Customer materially breaches any other provision of this Agreement or an applicable Service Order and fails to cure such breach within thirty (30) days after receipt of written notice from COMPANY; provided that, if such breach is not reasonably capable

of cure within thirty (30) days, Customer shall not be in default if Customer commences cure within such thirty (30)-day period and thereafter diligently pursues such cure to completion; or

(c) to the extent permitted by applicable law, Customer becomes insolvent, makes a general assignment for the benefit of creditors, files or has filed against it a petition under applicable bankruptcy or insolvency law that is not dismissed within sixty (60) days, or has a receiver or similar representative appointed with respect to all or substantially all of its assets.

Upon Customer's default, COMPANY may, in addition to any other rights or remedies available under this Agreement, suspend or terminate the Service or Services materially affected by the default and recover all amounts then due and payable, subject to the applicable limitations and remedies set forth in this Agreement.

Without limiting the foregoing, COMPANY may suspend a Service immediately upon notice if Customer's use of the Service violates applicable law or creates an imminent threat to the security, integrity, or operation of COMPANY's network or the networks of third parties.

4.03 COMPANY Default. If COMPANY materially breaches this Agreement or an applicable Service Order with respect to a Service and fails to cure such breach within thirty (30) days after receipt of written notice from Customer, Customer may terminate the affected Service without early termination charges; provided that, if such breach is not reasonably capable of cure within thirty (30) days, Customer may not terminate the affected Service if COMPANY commences cure within such thirty (30)-day period and thereafter diligently pursues such cure to completion.

Termination pursuant to this Section shall not relieve Customer of its obligation to pay charges properly accrued for Services provided through the effective date of termination.

4.04 Early Termination of Service. Except as expressly provided in this Agreement or the applicable Service Order, Customer shall have no right to terminate or cancel a Service before expiration of the applicable Service Term. Customer's discontinuance or cessation of use of any Service shall not terminate the applicable Service Term or relieve Customer of its obligation to pay the MRCs and other charges applicable to such Service through expiration of the applicable Service Term. If COMPANY agrees in writing to Customer's requested early termination of a Service, or Customer otherwise purports to terminate or cancel a Service before expiration of the applicable Service Term, Customer shall pay COMPANY: (a) all charges accrued through the effective date of termination; (b) any NRCs, approved construction charges, or other one-time charges then due and unpaid; (c) any early termination charges, waived or discounted installation or construction cost-

recovery amounts, or other termination amounts expressly set forth in the applicable Service Order.

The amounts described in this Section constitute agreed charges associated with Customer's early termination of a committed Service Term and are in addition to amounts properly accrued before termination.

4.05 Effect of Termination. Upon expiration or termination of a Service, Customer shall cease using the terminated Service and shall provide COMPANY reasonable access to Customer-controlled premises as necessary for COMPANY to remove COMPANY Equipment associated with such Service. Expiration or termination shall not affect rights or obligations accrued before the effective date of termination or any provisions that by their nature are intended to survive termination.

ARTICLE 5 - ALTERNATIVE DISPUTE RESOLUTION

5.01 Dispute Resolution; Arbitration. In the event a bona fide dispute arises out of or relates to this Agreement, any Service Order, the Services, or the Parties' respective rights or obligations hereunder, the Parties shall first attempt in good faith to resolve the dispute through discussions and negotiations between their designated representatives. If the dispute is not resolved through such discussions, either Party may request escalation of the dispute to a senior executive or other authorized representative of each Party, and the Parties shall continue to negotiate in good faith in an effort to resolve the dispute.

If the dispute has not been resolved within twenty (20) days following such escalation, either Party may submit the dispute to binding arbitration before a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") then in effect. The arbitration shall take place in Kleberg County, Texas, unless the Parties otherwise agree in writing. The arbitrator shall have authority to award any remedy or relief available under this Agreement and applicable law, subject to the limitations of liability, exclusions of damages, and other limitations and remedies expressly set forth in this Agreement, the applicable Service Order, and any applicable SLA. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

Notwithstanding the foregoing, either Party may seek temporary, preliminary, or other emergency injunctive or equitable relief from a court of competent jurisdiction when reasonably necessary to prevent immediate and irreparable harm or to preserve the status quo pending resolution of the dispute, and any such request shall not constitute a waiver of the obligation to arbitrate the underlying dispute.

5.02 Designated Representative. In the absence of express written notice to the contrary, each Party's designated representative for purposes of paragraph 5.01 shall be

deemed to be each Party's representative whose name appears as a signatory to this Agreement, or the successor of such person.

5.03 Scope of Authority. As between the Parties hereto, all questions as to rights and obligations arising under this Agreement are subject to binding arbitration following the procedures outlined in Section 5.01 above and the arbitrator(s) deciding a dispute hereunder shall have full power and authority to determine all issues of fact and law as the same shall concern this Agreement and the relationship of the Parties hereto.

ARTICLE 6 - INDEMNIFICATION

6.01 Customer Indemnification. To the extent permitted by applicable law, Customer shall defend, indemnify and hold harmless COMPANY and its affiliates and their respective officers, directors, employees and agents from and against any third-party claim, loss, liability, damage, judgment, cost or expense, including reasonable attorneys' fees, to the extent arising out of or resulting from (a) Customer's or its authorized users' unlawful or unauthorized use of the Services; (b) content, data or other materials transmitted by or on behalf of Customer through the Services; or (c) the negligence or willful misconduct of Customer or its employees, contractors or agents.

6.02 COMPANY Indemnification. COMPANY shall defend, indemnify and hold harmless Customer and its officers and employees from and against any third-party claim, loss, liability, damage, judgment, cost or expense, including reasonable attorneys' fees, to the extent arising out of or resulting from (a) bodily injury, death or damage to tangible property caused by the negligence or willful misconduct of COMPANY or its employees, contractors or agents in performing the Services; or (b) a claim that COMPANY Equipment or a Service provided by COMPANY, as provided and used in accordance with this Agreement, infringes a United States patent, copyright, trademark or trade secret.

6.03 Infringement Remedies. If a Service or COMPANY Equipment becomes, or COMPANY reasonably believes is likely to become, subject to an infringement claim, COMPANY may, at its option and expense, (a) obtain the right for Customer to continue using the affected Service or COMPANY Equipment; (b) modify or replace it with substantially equivalent non-infringing service or equipment; or (c) if neither of the foregoing is commercially reasonable, discontinue the affected Service and refund any prepaid charges allocable to the period after discontinuance. COMPANY shall have no obligation under Section 6.02(b) to the extent a claim arises from Customer-provided content or equipment, modifications not made by COMPANY, combinations with items not provided by COMPANY, or use of the Service in violation of this Agreement.

6.04 Indemnification Procedures. The indemnified Party shall provide prompt written notice of any claim, reasonable cooperation at the indemnifying Party's expense, and control of the defense and settlement to the indemnifying Party; provided that the

indemnifying Party may not settle any claim in a manner that admits fault by or imposes any payment or non-monetary obligation on the indemnified Party without the indemnified Party's prior written consent, not to be unreasonably withheld, conditioned or delayed.

ARTICLE 7 - GENERAL PROVISIONS

7.01 Confidentiality. The Parties agree that all information, whether printed, written, oral, or communicated or stored electronically, when acquired, either directly or indirectly, from a party to this Agreement, its agents, servants, employees, or others so affiliated shall be held in the strictest confidence by the Party receiving the information and, when identified as being confidential, shall be treated as confidential information not for release or communication to any third party absent the prior written consent of the communicating Party. Notwithstanding the foregoing, either Party may disclose information to the extent required by applicable law, regulation, court order or other legal process. If Customer receives a request under the Texas Public Information Act or other applicable public-records law seeking information that COMPANY has identified as confidential or proprietary, Customer shall, to the extent permitted by applicable law, promptly notify COMPANY of the request and reasonably cooperate, at COMPANY's expense, with COMPANY's efforts to seek confidential treatment or other protection from disclosure. Nothing in this Section shall require Customer to withhold information or delay disclosure in violation of applicable law. This paragraph 7.01 shall survive the termination of this Agreement for a period of one (1) year.

7.02 Limitation of Liability.

a) NO SPECIAL DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF BUSINESS OPPORTUNITY, LOSS OF ANTICIPATED SAVINGS OR LOSS OF DATA, ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY SERVICE ORDER OR THE SERVICES, REGARDLESS OF THE THEORY OF LIABILITY AND WHETHER OR NOT SUCH PARTY WAS ADVISED OF OR COULD REASONABLY HAVE FORESEEN THE POSSIBILITY OF SUCH DAMAGES. FOR THE AVOIDANCE OF DOUBT, THE FOREGOING SHALL NOT LIMIT CUSTOMER'S OBLIGATION TO PAY ANY MRCs, NRCs, EARLY TERMINATION CHARGES OR OTHER AMOUNTS EXPRESSLY PAYABLE UNDER THIS AGREEMENT OR AN APPLICABLE SERVICE ORDER.

(b) AGGREGATE LIABILITY CAP. EXCEPT FOR CUSTOMER'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT OR ANY SERVICE ORDER AND LIABILITY ARISING FROM A PARTY'S FRAUD OR FRAUDULENT MISREPRESENTATION, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER

PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY SERVICE ORDER OR THE SERVICES EXCEED AN AMOUNT EQUAL TO TWELVE (12) MONTHS OF MRCs PAYABLE FOR THE SERVICE OR SERVICES GIVING RISE TO THE APPLICABLE CLAIM.

7.03 Notices. Unless otherwise expressly stated herein, all notices, demands, requests, deliveries, required or permitted by this Agreement shall be in writing and be presumed to have been delivered when actually received, or upon the expiration of five (5) days following the date of deposit in a regularly maintained receptacle for first class United States mail, postage fully prepaid, certified or registered, addressed to the addressee at its address set forth below or at such other address as such Party may have previously specified by notice delivered in accordance with this paragraph and actually received by the addressee:

If to COMPANY: Lyte Fiber, LLC

Attn.

If to Customer:

Attn. _____

7.04 Waiver. No term or provision of this Agreement shall be deemed waived, and no breach or default shall be deemed excused unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. No consent by any Party to, or waiver of, a breach or default by the other, whether express or implied, shall constitute a consent to, waiver of, or excuse for, any different or subsequent breach or default.

7.05 Force Majeure. If the performance of the respective obligations of either Party hereto shall be prevented or interfered with by reason of any fire, flood, epidemic, earthquake, fiber cuts caused by a third party, or any other act of God, explosion, strike or other disputes, riot or civil disturbance, war (whether declared or undeclared), armed conflict, any municipal ordinance, or state or federal law, governmental order or regulation, or order of any Court of competent jurisdiction, or other similar forces not within the reasonable control of COMPANY or Customer as the case may be, then COMPANY and/or Customer, shall not be liable to the other for its failure to perform such obligations hereunder for the limited duration of such force majeure; provided, however, that no force majeure event shall excuse Customer's obligation to pay amounts properly due for Services provided before or during such force majeure event.

7.06 Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. Customer shall not assign, sublet, delegate, or transfer any of its rights or obligations hereunder or under any Service Order without the prior written consent of COMPANY, said consent not to be unreasonably withheld, conditioned, or delayed. COMPANY may assign or transfer this Agreement or any Service Order, in whole or in part, without Customer's consent, including to an affiliate or in connection with any merger, reorganization, financing, sale of assets, sale of the applicable business or network, or other corporate transaction. COMPANY may also assign any receivable or right to payment arising under this Agreement or any Service Order without Customer's consent.

7.07 Illegality. If any term or provision of this Agreement shall be found to be illegal or unenforceable, then, notwithstanding such illegality or unenforceability, this Agreement shall remain in full force and effect and such term or provision shall be deemed to be deleted. If governmental entity having jurisdiction over the Services determines that the provision or receipt of a particular Service is unlawful, either Party may terminate the affected Service upon written notice without further liability, except for amounts accrued through the effective date of termination.

7.08 Counterparts; Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Signatures delivered electronically or by electronic signature platform shall have the same force and effect as original signatures.

7.09 Remedies. Unless expressly stated herein, the remedies provided for in this Agreement are in addition to any other remedies available at law or in equity, by statute, or otherwise.

7.10 Attorney's Fees. Should it become necessary for a Party hereto to retain the services of an attorney, including in-house counsel, to enforce its rights hereunder, and should any lawsuit or arbitration be necessary to enforce said rights, then the prevailing Party shall be entitled to receive its expenses and reasonable attorney's fees from the other Party.

7.11 Entire Agreement. This Agreement, together with its exhibits and each executed Service Order, and any procurement or award documents expressly incorporated by reference in an applicable Service Order, constitutes the entire agreement and understanding of the Parties hereto and supersedes all prior agreements of the Parties with respect to the subject matter contained herein.

7.12 Amendment. This Agreement shall not be amended, changed, or modified, except by an instrument in writing duly executed by both Parties.

7.13 Headings. The headings included herein are for convenience only and are not intended to, nor do they, constitute a portion of this Agreement and shall not be used in any construction hereof.

7.14 Construction. Should an occasion arise in which interpretation of this Agreement becomes necessary, such construction or interpretation shall not presume that the terms hereof be more strictly construed against one Party by reason of any rule of construction or authorship.

7.15 No Agency Relationship. This Agreement is not intended to be, and shall not be construed to create a partnership, agency, or joint venture between the Parties, or result in a joint communications offering to the customers of either COMPANY or Customer.

7.16 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflicts-of-law principles. Subject to Section 5.01, venue for any judicial proceeding permitted under this Agreement shall lie in a court of competent jurisdiction serving Kleberg County, Texas.

7.17 Disclaimer of Warranties. EXCEPT FOR THE EXPRESS OBLIGATIONS, WARRANTIES AND SERVICE LEVEL COMMITMENTS SET FORTH IN THIS AGREEMENT, AN APPLICABLE SERVICE ORDER OR AN APPLICABLE SLA, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES AND COMPANY EQUIPMENT ARE PROVIDED "AS IS" AND "AS AVAILABLE." COMPANY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. EXCEPT FOR THE EXPRESS SERVICE LEVEL COMMITMENTS SET FORTH IN AN APPLICABLE SLA, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE.

7.18 No Third-Party Beneficiaries. This Agreement and each Service Order are for the sole benefit of the Parties and their permitted successors and assigns. Nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever.

7.19 Authority. Each Party represents that it has the requisite power and authority to enter into this Agreement and each Service Order executed by it and that the execution and performance thereof have been duly authorized by all necessary organizational or governmental action applicable to such Party.

IN WITNESS WHEREOF, the Parties have caused this Master Service Agreement to be executed on the dates indicated below intending that it become effective according to its terms.

LYTE FIBER, LLC

[CUSTOMER]

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT "A"

See attached.

EXHIBIT B

Service Level Agreement

This Service Level Agreement ("SLA") sets forth the provisions and commitments relating to service quality between Lyte Fiber, LLC, a Delaware limited liability company ("COMPANY"), and [Customer], a [XX] ("Customer"). This SLA is hereby added as a schedule to the Master Service Agreement ("Agreement") between Customer and COMPANY and shall apply only to those Services for which this SLA or an applicable Service Schedule is expressly identified as applicable in the applicable Service Order. Capitalized terms used but not otherwise defined herein have the meanings given in the Agreement.

1. General Standard. COMPANY will use reasonable efforts under the circumstances to maintain its overall network quality. The quality of service provided hereunder shall be consistent with other common carrier industry standards, government regulations and sound business practices.

2. Interruptions in Service. Subject to the provisions of Section 6 hereof, interruptions in service will be credited to Customer as set forth below solely with respect to the individual Service or circuit at the applicable service location affected by the interruption. No credit shall be calculated by reference to MRCs attributable to any unaffected Service, circuit, or service location.

3. Credit for Interruptions. An interruption period begins when Customer reports a Service as interrupted through the opening of a trouble ticket and makes it available for testing and repair. An interruption period ends when the service is operative. If Customer reports a service to be inoperative but declines to make it available for testing and repair, it is considered to be impaired, but not interrupted.

A. For calculating credit allowances, every month is considered to have thirty (30) days. A credit allowance is applied on a pro-rata basis against the monthly recurring charges for the affected service and is dependent upon the length of the interruption. Only those services affected will receive a credit. No credit will be given on the usage sensitive portion of the service.

B. A credit allowance will be given for interruptions continuing for more than forty-three (43) minutes and twelve (12) seconds (consistent with a service availability standard of 99.9%) provided that Customer requests the applicable credit in writing within thirty (30) days after the event giving rise to the requested credit. Customer's request shall identify the affected Service or circuit, applicable service location, date and time of the interruption, and the basis for the requested credit. Failure to request a credit within such thirty (30)-day period shall constitute a waiver of the applicable credit. Credit allowances will be calculated as follows

i. if the interruption continues for less than 24 hours:

a. 1/30th of the monthly recurring charge if it is the first interruption in the same billing period.

b. 2/30ths of the monthly recurring charge if there was a previous interruption of at least twenty-four (24) hours in the same billing period.

ii. If the interruption continues for more than twenty-four (24) hours, 1/30 of the monthly recurring charge for the first twenty-four (24) hours and 2/30ths of such rate for each additional twenty-four (24) hours (or fraction thereof); however, if service is interrupted for over twenty-four (24) hours, more than once in the same billing period, the 2/30ths allowance applies to the first twenty-four (24) hours, the second and subsequent interruptions .

iii. Two or more interruptions of thirty (30) minutes or more during any one twenty-four (24) hour period shall be considered as one interruption.

4. Maximum Credit. In no event may the credits provided for hereunder (either individually or on a cumulative basis) in any billing period exceed 50% of the MRC for the affected Service or circuit at the applicable service location for such billing period. COMPANY shall issue only one credit for the same incident in the same month, regardless of how many of the parameters under this SLA or an applicable Service Schedule were affected. The credits set forth in this SLA shall be COMPANY's sole monetary liability and Customer's sole and exclusive monetary remedy for COMPANY's failure to satisfy an applicable service-level commitment, and under no circumstances shall an ordinary failure to satisfy an applicable service-level commitment be deemed a breach of the Agreement.

5. "Interruption" Defined. For the purpose of applying this provision, the word "interruption" (whether capitalized or not) shall mean a complete loss of service resulting in the inability to use the service due to equipment malfunction or human errors for a continuous period of more than forty-three (43) minutes and twelve (12) seconds (consistent with a service availability standard of 99.9%) during the applicable calendar month. Interruptions may also be referred to as "outage(s)" or "network outage(s)." No allowance shall be made for interruptions due to electric power failure where, by the provisions of this Agreement, Customer is responsible for providing electric power. Additional parameters for particular Services are set forth in the applicable Service Schedule.

6. Limitations on Credit Allowances. No credit allowance will be made for:

A. Interruptions arising from the acts or omissions of, or non-compliance with the provisions of the Agreement or any schedule thereto (including without limitation this SLA, the applicable Service Order or any applicable AUP) by, Customer or any authorized user, or any interruptions due to any party other than COMPANY or for events happening on any other party's network.

B. Interruptions due to the failure or malfunction of non-COMPANY equipment, including service connected to Customer provided electric power.

C. Interruptions of service during any period in which COMPANY is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions.

D. Interruptions of service during any scheduled maintenance period or when Customer has released service to COMPANY for maintenance purposes or for implementation of a Customer order for a change in service arrangements.

E. Interruptions of service due to force majeure events beyond the reasonable control of COMPANY, including third-party fiber cuts to the extent constituting a force majeure event under Section 7.05 of the Agreement.

Schedule A to Service Level Agreement

Dedicated Internet Access Service Parameters

1. Scope.

This schedule to the Service Level Agreement ("SLA") between Customer and COMPANY provides Customers subscribing to the COMPANY Dedicated Internet Access Service with certain rights and remedies regarding the performance of the COMPANY Data Network. The "COMPANY Data Network" is defined as the COMPANY owned and operated Data Protocol (IP) routing infrastructure consisting of Network to Network interfaces and selected COMPANY points of presence ("POPs") and the connections between them in the United States. The COMPANY Network does not include (i) Customer owned premise equipment; and (ii) other Data service provider networks. The terms of this Service Schedule to the SLA will take effect on the Service Commencement Date for the applicable Dedicated Internet Access Service.

2. SLA Parameters

A. Network Availability Guarantee and Remedy

(i) The COMPANY Data Network shall be available to Customer free of Network Outages for 99.9% of the time during each calendar month. A "Network Outage" is an instance in which Customer is unable to transmit and receive IP packets due to a COMPANY Network outage for more than forty-three (43) consecutive minutes and twelve (12) seconds.

(ii) Customer shall be eligible for a credit for Network Outages occurring during any calendar month that are reported by Customer to COMPANY (per the procedures set forth in the SLA) and confirmed by COMPANY's measurements of the COMPANY Network. For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the monthly recurring charges ("MRCs") attributable to the affected Dedicated Internet Access Service or circuit at the applicable service location and is dependent upon the length of the Network Outage measured from the time that COMPANY receives notice from Customer of actual service unavailability (established by a Trouble Ticket) until restoration of the affected service by COMPANY. No credit shall be calculated by reference to MRCs attributable to any unaffected Service, circuit, or service location.

B. Latency Guarantee and Remedy

(i) The COMPANY Data Network Average Round-Trip Latency shall be fifteen (15) milliseconds or less. "Average Round-Trip Latency," with respect to a given month, means the average time required for round-trip packet transfers between POPs on the COMPANY Network during such month, as measured by COMPANY.

(ii) If Average Round-Trip Latency on the COMPANY Data Network for a calendar month exceeds 15 milliseconds, then upon Customer's request (in accordance with the procedure set

forth in the SLA) , COMPANY will issue a credit to Customer equal to one day's worth of the MRC attributable to the affected Dedicated Internet Access Service or circuit for such calendar month. To qualify for any applicable credit, Customer must report the suspected latency problem through the opening of a Trouble Ticket and request the applicable credit in accordance with the procedures and time periods set forth in Section 3 of the SLA.

C. Packet Delivery Guarantee and Remedy

(i) The COMPANY Data Network Average Packet Delivery shall be 99.99% or greater. "Average Packet Delivery," with respect to a given month, means the average percentage of IP packets transmitted on the COMPANY Network during such month that are successfully delivered, as measured by COMPANY .

(ii) If Average Packet Delivery falls below 99.99% during a calendar month, then upon Customer's request (in accordance with the procedure set forth in the SLA), COMPANY will issue a credit to Customer equal to 1/30th of the MRC attributable to the affected Dedicated Internet Access Service or circuit for the calendar month in which the failure occurred. To qualify for any applicable credit, Customer must report the suspected packet-delivery problem through the opening of a Trouble Ticket and request the applicable credit in accordance with the procedures and time periods set forth in Section 3 of the SLA.

D. Jitter Guarantee and Remedy

(i) The COMPANY Data Network Average Jitter Performance measurement shall be four (4) Milliseconds or less. "Jitter Performance ," with respect to a given month, is the average delay variation in the end-to-end delay between received packets of an IP packet flow on the COMPANY Network during such month, as measured by COMPANY.

(ii) If Average Jitter Performance on the COMPANY Data Network for a calendar month exceeds four (4) milliseconds, then upon Customer's request (in accordance with the procedure set forth in the SLA), COMPANY will issue a credit to Customer equal to 1/30th of the MRC attributable to the affected Dedicated Internet Access Service or circuit for the month in which the failure occurred. To qualify for any applicable credit, Customer must report the suspected jitter problem through the opening of a Trouble Ticket and request the applicable credit in accordance with the procedures and time periods set forth in Section 3 of the SLA.

Schedule B to Service Level Agreement

Metro Service Ethernet Service Parameters

1. Scope.

This schedule to the Service Level Agreement ("SLA") between Customer and COMPANY provides Customers subscribing to the COMPANY Ethernet Service with certain rights and remedies regarding the performance of the COMPANY Data Network. The "COMPANY Data Network" is defined as the COMPANY owned and operated Data infrastructure consisting of Network to Network interfaces and selected COMPANY points of presence ("POPs") and the connections between them in the United States. The COMPANY Network does not include (i) Customer owned premise equipment; and (ii) other Data service provider networks. The terms of this Service Schedule to the SLA will take effect on the Service Commencement Date for the applicable Ethernet Service.

2. SLA Parameters

A. Network Availability Guarantee and Remedy

(i) The COMPANY Data Network shall be available to Customer free of Network Outages for 99.9% of the time during each calendar month. A "Network Outage" is an instance in which Customer is unable to transmit and receive Ethernet packets due to a COMPANY Network outage for more than forty-three (43) consecutive minutes and twelve (12) seconds.

(ii) Customer shall be eligible for a credit for Network Outages occurring during any calendar month that are reported by Customer to COMPANY (per the procedures set forth in the SLA) and confirmed by COMPANY's measurements of the COMPANY Network. For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the monthly recurring charges ("MRCs") attributable to the affected Ethernet Service or circuit at the applicable service location and is dependent upon the length of the Network Outage measured from the time that COMPANY receives notice from Customer of actual service unavailability (established by a Trouble Ticket) until restoration of the affected service by COMPANY. No credit shall be calculated by reference to MRCs attributable to any unaffected Service, circuit, or service location.

B. Latency Guarantee and Remedy

(i) The COMPANY Data Network Average Round-Trip Latency shall be twenty-five (25) milliseconds or less. "Average Round- Trip Latency," with respect to a given month, means the average time required for round-trip packet transfers between POPs on the COMPANY Network during such month, as measured by COMPANY.

(ii) If Average Round-Trip Latency on the COMPANY Data Network for a calendar month exceeds 25 milliseconds , then upon Customer's request (in accordance with the procedure set forth in the SLA) , COMPANY will issue a credit to Customer equal to one day's worth of the MRC

attributable to the affected Ethernet Service or circuit for such calendar month. To qualify for any applicable credit, Customer must report the suspected latency problem through the opening of a Trouble Ticket and request the applicable credit in accordance with the procedures and time periods set forth in Section 3 of the SLA.

C. Packet Delivery Guarantee and Remedy

(i) The COMPANY Data Network Average Ethernet Frame Delivery shall be 99.99% or greater. "Average Ethernet Frame Delivery," with respect to a given month, means the average percentage of Ethernet frames transmitted on the COMPANY Network during such month that are successfully delivered.

(ii) If Average Ethernet Frame Delivery falls below 99.99% during a calendar month, then upon Customer's request (in accordance with the procedure set forth in the SLA), COMPANY will issue a credit to Customer equal to 1/30th of the MRC attributable to the affected Ethernet Service or circuit for the calendar month in which the failure occurred. To qualify for any applicable credit, Customer must report the suspected Ethernet frame-delivery problem through the opening of a Trouble Ticket and request the applicable credit in accordance with the procedures and time periods set forth in Section 3 of the SLA.

D. Jitter Guarantee and Remedy

(i) The COMPANY Data Network Average Jitter Performance measurement shall be two (2) Milliseconds or less. "Jitter Performance," with respect to a given month, is the average delay variation in the end-to-end delay between received and transmitted Ethernet frames on the COMPANY Network during such month.

(ii) If Average Jitter Performance on the COMPANY Data Network for a calendar month exceeds two (2) milliseconds, then upon Customer's request (in accordance with the procedure set forth in the SLA), COMPANY will issue a credit to Customer equal to 1/30th of the MRC attributable to the affected Ethernet Service or circuit for the calendar month in which the failure occurred. To qualify for any applicable credit, Customer must report the suspected jitter problem through the opening of a Trouble Ticket and request the applicable credit in accordance with the procedures and time periods set forth in Section 3 of the SLA.

AGENDA ITEM #4

Accept Funds

**City of Kingsville
Police Department**

TO: Mayor and City Commissioners
CC: Charlie Sosa, City Manager
FROM: John Blair, Chief of Police
DATE: October 6, 2026
SUBJECT: FY2027 Operation Lone Star Grant Program (OLS) Grant# 4385705

Summary:

The Kingsville Police Department requests approval to accept and expend \$875,003.19 awarded through the FY2027 Operation Lone Star Grant Program Grant #4385705.

Background:

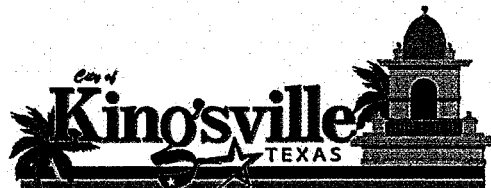
The Operation Lone Star Grant Program supports coordinated state and local border-security operations intended to deter, disrupt, and interdict border-related criminal activity. Grant-funded activities include enhanced law-enforcement operations, criminal interdiction, intelligence-driven enforcement, and coordination with local and state law-enforcement partners.

Financial Impact:

The City has been awarded \$875,003.19, allocated as follows:

Grant Category	Amount
Law Enforcement Personnel – Overtime	\$135,000.00
Law Enforcement Personnel	\$188,094.40
Equipment & Technology	\$501,720.55
Supplies & Direct Operating Expense	\$35,188.24
Travel & Training	\$15,000.00
Total Award	\$875,003.19

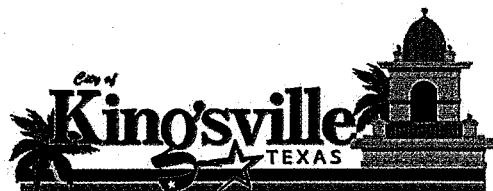
These funds may be used for personnel and overtime costs, equipment and technology, operational supplies, and authorized travel and training supporting Operation Lone Star activities. The grant is administered on a reimbursement basis and requires no cash match from the City.



**City of Kingsville
Police Department**

Recommendation:

Staff recommends that the City Commission approve and authorize the PD to accept and expend the \$875,003.19 FY2027 Operation Lone Star Grant Program award under Grant#4385705 in accordance with the grant requirements.



AGENDA ITEM #5

**City of Kingsville
Police Department**

TO: Mayor and City Commissioners
CC: Charlie Sosa, City Manager
FROM: John Blair, Chief of Police
DATE: October 6, 2026
SUBJECT: FY2027 Operation Lone Star Grant Program (OLS) Grant# 4385705

Summary:

The Kingsville Police Department requests approval to accept and expend \$875,003.19 awarded through the FY2027 Operation Lone Star Grant Program Grant #4385705.

Background:

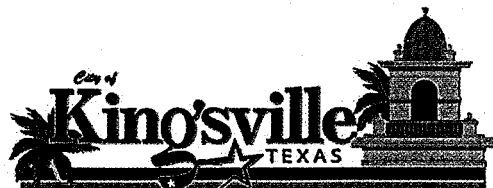
The Operation Lone Star Grant Program supports coordinated state and local border-security operations intended to deter, disrupt, and interdict border-related criminal activity. Grant-funded activities include enhanced law-enforcement operations, criminal interdiction, intelligence-driven enforcement, and coordination with local and state law-enforcement partners.

Financial Impact:

The City has been awarded \$875,003.19, allocated as follows:

Grant Category	Amount
Law Enforcement Personnel – Overtime	\$135,000.00
Law Enforcement Personnel	\$188,094.40
Equipment & Technology	\$501,720.55
Supplies & Direct Operating Expense	\$35,188.24
Travel & Training	\$15,000.00
Total Award	\$875,003.19

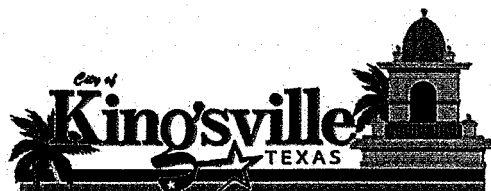
These funds may be used for personnel and overtime costs, equipment and technology, operational supplies, and authorized travel and training supporting Operation Lone Star activities. The grant is administered on a reimbursement basis and requires no cash match from the City.



**City of Kingsville
Police Department**

Recommendation:

Staff recommends that the City Commission approve and authorize the PD to accept and expend the \$875,003.19 FY2027 Operation Lone Star Grant Program award under Grant#4385705 in accordance with the grant requirements.



ORDINANCE NO. 2026-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2026-2027 BUDGET TO ACCEPT AND EXPEND THE OPERATION LONE STAR GRANT AWARD #4385705 FOR POLICE DEPARTMENT PERSONNEL, OVERTIME, EQUIPMENT & TECHNOLOGY, TRAVEL & TRAINING, SUPPLIES AND DIRECT OPERATING EXPENSES.

WHEREAS, it was unforeseen when the budget was adopted that there would be a need for funding for these expenditures this fiscal year.

I.

BE IT ORDAINED by the City Commission of the City of Kingsville that the Fiscal Year 2026-2027 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT – BA#3

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 208 – Lonestar Grant					
Revenues- 4					
2100	Police	State Grants	72010	\$875,003.19	
Fund 001 – General Fund					
Expenditure					
2100	Police	Overtime	11200	\$135,000.00	
2100	Police	Salaries	11100	\$188,094.40	
2100	Police	Training	31600	\$15,000.00	
2100	Police	Computers & Assoc Equip	22600	\$501,720.55	
2100	Police	Supplies	21100	\$35,188.24	

[To amend the City of Kingsville FY 26-27 budget to accept and expend the Operation Lone Star grant award #4385705 for personnel, overtime, travel & training, equipment & technology, and supplies & direct operating expenses. Funding will come from the Grant awarded for the stated purpose.]

II.

THAT all Ordinances or parts of Ordinances in conflict with this Ordinance are repealed to the extent of such conflict only.

III.

THAT if for any reason any section, paragraph, subdivision, clause, phrase, word or provision of this ordinance shall be held invalid or unconstitutional by final judgment of a court of competent jurisdiction, it shall not affect any other section, paragraph, subdivision, clause, phrase, word or provision of this ordinance, for it is the definite intent of this City Commission that every section, paragraph, subdivision, clause, phrase, word or provision hereof be given full force and effect for its purpose.

IV.

THAT this Ordinance shall not be codified but shall become effective on and after adoption and publication as required by law.

INTRODUCED on this the 26th day of October 2026

PASSED AND APPROVED on this the 9th day of November 2026.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #6

**City of Kingsville
Police Department**

TO: Mayor and City Commissioners

CC: Charlie Sosa, Interim City Manager

FROM: John Blair, Chief of Police

DATE: October 13, 2026

SUBJECT: Operation Stonegarden, OPSG 2023 Grant #3194309

Summary

The Kingsville Police Department requests approval to accept and expend up to \$89,000 in additional Operation Stonegarden (OPSG) grant funding for a fully equipped law enforcement vehicle.

Background

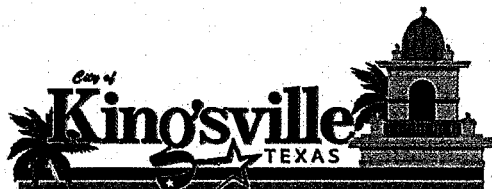
OPSG supports coordinated border security operations between local law enforcement and the U.S. Border Patrol along transportation corridors connecting the U.S.–Mexico border to the interior of the United States. FEMA approved an adjustment to OPSG FRAGO TX Kleberg FY23 24-RGVRGV-10-011 V3, adding a law enforcement vehicle and extending the grant performance period through February 28, 2027.

Financial Impact

The adjustment provides up to \$89,000 in reimbursement funding for a fully equipped law enforcement vehicle. No City cash match is required.

Recommendation

Staff recommends that the City Commission approve acceptance and expenditure of up to \$89,000 in additional OPSG funding under Grant #3194309 for the purchase of a fully equipped law enforcement vehicle.



ORDINANCE NO. 2026-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2026-2027 BUDGET TO ACCEPT AND EXPEND THE OPERATION STONEGARDEN GRANT AWARD #3194309 FOR POLICE DEPARTMENT VEHICLE PURCHASE.

WHEREAS, it was unforeseen when the budget was adopted that there would be a need for funding for these expenditures this fiscal year.

I.

BE IT ORDAINED by the City Commission of the City of Kingsville that the Fiscal Year 2026-2027 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT – BA#4

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 016 - Stonegarden Grant					
<u>Revenues-4</u>					
2100	Police	Federal Grants	72010	\$89,000	
<u>Expenditures-5</u>					
2100	Police	Vehicle	71100	\$89,000	

[To amend the City of Kingsville FY 26-27 budget to accept and expend the Stonegarden grant award #3194309 for Police Department vehicle purchase. Funding will come from the Grant awarded for the stated purpose.]

II.

THAT all Ordinances or parts of Ordinances in conflict with this Ordinance are repealed to the extent of such conflict only.

III.

THAT if for any reason any section, paragraph, subdivision, clause, phrase, word or provision of this ordinance shall be held invalid or unconstitutional by final judgment of a court of competent jurisdiction, it shall not affect any other section, paragraph, subdivision, clause, phrase, word or provision of this ordinance, for it is the definite intent of this City Commission

that every section, paragraph, subdivision, clause, phrase, word or provision hereof be given full force and effect for its purpose.

IV.

THAT this Ordinance shall not be codified but shall become effective on and after adoption and publication as required by law.

INTRODUCED on this the 26th day of October 2026

PASSED AND APPROVED on this the 9th day of November 2026.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #7

**City of Kingsville
Police Department**

TO: Mayor and City Commissioners

CC: Charlie Sosa, City Manager

FROM: John Blair, Chief of Police

DATE: August 31, 2026

SUBJECT: Receipt of Body - Worn Camera Grant Funds Grant#5094903

Summary:

The Kingsville Police Department is requesting approval for acceptance of funds from the Body-Worn Camera Grant Program and a budget amendment to place the funds in Fund 207-5-2100-71200. The purchase will consist of hardware and software to allow for the replacement of outdated Body Worn Cameras.

Background:

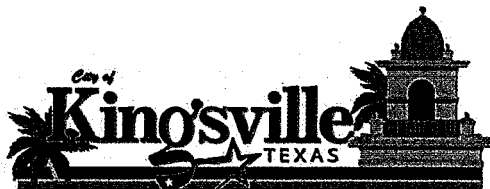
The Body-Worn Camera Grant Program, FY 2027, is a significant initiative aimed at equipping peace officers with body-worn cameras. The program is authorized under the Texas General Appropriations Act. The program requires a 25% match and complies with the Texas Grant Management Standards and Federal Uniform Grant Guidance. Funds can be used for obtaining body-worn cameras, digital video storage, retrieval systems, or cloud-based services.

Financial Impact:

A total of \$28,525.54 was received for fiscal year 2027. We are seeking approval to accept and utilize the grant sponsored by the Office of the Governor under Grant# 5094903. Funds must be used to purchase body-worn cameras, digital video storage, retrieval systems, or cloud-based services and require a 25% cash match of \$9,508.52 by the grantee.

Recommendation:

We request that the City Commission authorize the receipt and expenditure of these funds in the manner for which they were provided by the grant as well as provide the \$9,508.52 cash match.



ORDINANCE NO. 2026-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2026-2027 BUDGET TO APPROPRIATE FUNDING FOR THE BODY WORN CAMERA GRANT FUND #5094901 TO PURCHASE POLICE DEPARATMENT BODY WORN CAMERA EQUIPMENT.

WHEREAS, it was unforeseen when the budget was adopted that there would be a need for funding for these expenditures this fiscal year.

I.

BE IT ORDAINED by the City Commission of the City of Kingsville that the Fiscal Year 2026-2027 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT – BA#5

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 207 – CJD Body Worn Camera Grant #5094903					
<u>Revenues-4</u>					
0000	Non-Dept	State Grants	72010	\$28,525.54	
<u>Expenditures-5</u>					
2100	Police	Machinery & Equipment	71200	\$38,034.06	

[To amend the City of Kingsville FY 26-27 budget to appropriate funding for the CJD Body Worn Camera Grant #5094901 for Police Department Body Worn Camera equipment. Funding will come from the Grant award and City match funding of \$9,508.52 transferred over in FY 25-26 from General Fund for the stated purpose of the grant.]

II.

THAT all Ordinances or parts of Ordinances in conflict with this Ordinance are repealed to the extent of such conflict only.

III.

THAT if for any reason any section, paragraph, subdivision, clause, phrase, word or provision of this ordinance shall be held invalid or unconstitutional by final judgment of a court of competent jurisdiction, it shall not affect any other section, paragraph, subdivision, clause, phrase, word or provision of this ordinance, for it is the definite intent of this City Commission

that every section, paragraph, subdivision, clause, phrase, word or provision hereof be given full force and effect for its purpose.

IV.

THAT this Ordinance shall not be codified but shall become effective on and after adoption and publication as required by law.

INTRODUCED on this the 26th day of October 2026.

PASSED AND APPROVED on this the 9th day of November 2026.

EFFECTIVE DATE:_____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #8

TO:

CC:

FROM:

DATE:

SUBJECT: Consider Approving Change Order No. 8 Bid No. 25-13 for the General Land Office (GLO) Community Development Block Grant Mitigation (CDBG-MIT) Contract No. 22-085-009-D237 Project 10 – Armstrong Drainage Improvements

Purpose:

Consider approving Change Order No. 8 (CO-8) for the General Land Office (GLO) Community Development Block Grant Mitigation (CDBG-MIT) Contract No. 22-085-009-D237. CO-8 is to increase the contract time by **26 calendar days**.

This change order addresses unforeseen issues during construction, including uncooperative field conditions and asphalt paving machine difficulties that were not expected. The increase of the contract will also allow for proper execution of the closeout phase. The adjusted completion date was October 15th, 2026 and is now November 10, 2026.

Summary:

GLO Change Order No. 8 – Contract Time

<u>Description</u>	<u>Calendar Days</u>
Time extension D&J Utility contract	26

Background:

As part of the GLO CDBG-MIT Hurricane Harvey State Mitigation Competition grant. Project 10 – Armstrong Drainage Improvements is a critical component of the city's infrastructure upgrades. This project includes the installation of additional inlets along Armstrong Street from Corral Ave. to Santa Gertrudis St.

Financial Impact:

There is no cost to CO-8.

Recommendation:

Staff recommends approving Change Order No. 8 for CDBG-MIT GLO Contract No. 22-085-009-D237 – Project 10 (Armstrong Drainage Improvements) for the increase of 26 calendar days.

Attachments:

- Project 10 GLO Change Order No. 8
- Engineer's recommendation

October 9, 2026

Juan Carlos "Charlie" Cardenas, P.E.
City Engineer
City of Kingsville
400 W. King Ave.
Kingsville, TX 78363

Re: CDBG-MIT GLO Contract No. 22-085-009-D237 Project 10, (City of Kingsville Bid No. 25-13) – ICE CO 8 Recommendation

Dear Mr. Cardenas,

This memorandum is in reference to ICE's recommendation to Change Order #8.

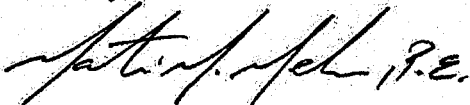
The Change Order is to add an additional 26 days to the construction contract time.

There is no cost associated with this Change Order #8. The construction contract end date will be extended from the original date of October 15, 2026 to November 10, 2026.

Therefore, it is ICE's recommendation to approve Change Order #8. The City of Kingsville has the final decision to approve/not approve change orders.

If you have any questions or need additional information, please contact me at (361) 826-5805 or martin@icengineers.net

Sincerely,



Martin M. Medrano, P.E.
Project Engineer

RESOLUTION #2026-_____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDER #8 FOR THE CONSTRUCTION CONTRACT WITH D&J UTILITY SERVICES LLC FOR THE GLO CDBG-MIT CONTRACT 22-085-009-D237 PROJECT 10: N. ARMSTRONG AVE. STORM WATER IMPROVEMENTS PROJECT; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Kingsville (City) intends to make some storm water improvements through a General Land Office (GLO) Community Development Block Grant (CDBG) -Mitigation (MIT) Program via Contract #22-085-009-D237 Project 10: N. Armstrong Ave. Storm Water Improvements (from Corral Ave. to Santa Gertrudis Ave.) and went out for bids via Bid #25-13 which was advertised on February 13th & 20th, 2025;

WHEREAS, the three bids were received by the March 18, 2025 deadline that were responsive to Bid #25-13 and after reviewing the bid submittals staff and the outside engineer (ICE) recommended the bid be awarded to the low bidder, which was D&J Utility Services LLC, from Sinton, Texas (Vendor);

WHEREAS, the City awarded Bid#25-13 to Vendor at a Commission meeting on April 14, 2025 for a total amount of \$1,087,788.00 and 180 consecutive calendar days from the Notice to Proceed;

WHEREAS, the City and Vendor worked to prepare a contract for GLO CDBG-MIT Contract No. 22-085-009-D237 Project 10: N. Armstrong Ave. Storm Water Improvements and the parties both agree to the terms of the proposed contract for the base bid (\$489,440.00) and for alternate no. 1 (\$598,348.00), which together is a total amount of \$1,087,788.00 and 180 calendar days, and approved the contract on April 28, 2025 via Resolution #2025-47;

WHEREAS, on July 28, 2025 Resolution #2025-71 was approved for additional work to include traffic control upgrades for motorists and non-motorists be done to enhance public safety that resulted in an additional \$51,176.84 and 20 calendar days for a total amount of \$1,138,964.84 with a contract time of 200 calendar days;

WHEREAS, there were unforeseen issues during construction, including utility adjustments and working the university to limit construction during football season at Javelina Stadium which is adjacent to the worksite, so it was recommended that 90 additional workdays be added to the contract;

WHEREAS, staff recommended and the City Commission approved Change Order #2 for the construction contract with vendor as presented for a total amount of \$1,138,964.84 with a contract time of 290 calendar days via Resolution #2026-05 at a meeting on January 12, 2026;

WHEREAS, there were unforeseen issues during construction, including utility adjustments with a conflict with a waterline, causing construction, so it was recommended that 60 additional workdays be added to the contract;

WHEREAS, staff recommended and the City Commission approved Change Order #3 for the construction contract with vendor as presented for a total amount of \$1,138,964.84 with a contract time of 350 calendar days, which was approved via Resolution #2026-38 at a City Commission meeting on March 23, 2026;

WHEREAS, there were unforeseen issues during construction, including utility adjustments with a conflict with a waterline, which were later deemed abandoned but still caused delays in construction, so it was recommended that 60 additional workdays be added to the contract with no change in the contract price;

WHEREAS, staff recommended and the City Commission approved Change Order #4 for the construction contract with Vendor as presented for a total amount of \$1,138,964.84 with a contract time of 410 calendar days, which was approved via Resolution #2026-56 at a City Commission meeting on May 26, 2026;

WHEREAS, there were unforeseen issues during construction, including rain delays and material delivery, so it was recommended that 60 additional workdays be added to the contract with no change in the contract price;

WHEREAS, staff recommended and the City Commission approved Change Order #5 for the construction contract with Vendor as presented for a total amount of \$1,138,964.84 with a contract time of 470 calendar days via Resolution #2026-72 on July 13, 2026;

WHEREAS, there were unforeseen issues during construction, including the discovery of unknown water utilities that conflict with the design which caused the engineer to recommend reducing two junction boxes and three curb inlets from the project near the intersection between Armstrong Street and Santa Gertrudis Street, including all work related to the junction boxes and curb inlets, so it was recommended that the contract price be reduced by \$70,528.00 with no change to the contract time;

WHEREAS, staff recommended and the City Commission approved Change Order #6 for the construction contract with Vendor via Resolution #2026-89 on

August 24, 2026 as presented for a total amount of \$1,068,436.84 with the same contract time of 470 calendar days;

WHEREAS, there were unforeseen issues during construction, including a public utility water line conflict and other related delays, so it was recommended that the contract time be increased by 30 days with no change to the contract price;

WHEREAS, staff recommended and the City Commission approved on September 28, 2026 via Resolution #2026-103 Change Order #7 for the construction contract with Vendor as presented for the same total amount of \$1,068,436.84 with a new total contract time of 500 calendar days;

WHEREAS, there have been unforeseen issues during construction, including uncooperative field conditions and asphalt paving machine difficulties, and additional time is needed for the closeout phase, so it is recommended that the contract time be increased by 26 days with no change to the contract price;

WHEREAS, staff is recommending the City Commission approve Change Order #8 for the construction contract with Vendor as presented for the same total amount of \$1,068,436.84 with a new total contract time of 526 calendar days;

BE IT RESOLVED by the City Commission of the City of Kingsville, Texas:

I.

THAT the City Commission of the City of Kingsville, Texas to approves and authorizes the City Manager to execute Change Order #8 for the Construction Contract for General Land Office (GLO) Community Development Block Grant (CDBG) -Mitigation (MIT) program via Contract No. 22-085-009-D237 Project 10: N. Armstrong Ave. Storm Water Improvements between the City of Kingsville, Texas and D&J Utility Services LLC, from Sinton, Texas as per staff recommendation and in accordance with Exhibit A hereto attached and made a part hereof.

II.

THAT all resolutions or parts of resolutions in conflict with this resolution are repealed to the extent of such conflict only.

III.

THAT this Resolution shall be and become effective on and after adoption.

PASSED AND APPROVED by a majority vote of the City Commission on the
26th day of October, 2026.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney



COMMUNITY DEVELOPMENT & REVITALIZATION

The Texas General Land Office Construction Change Order Request

Contract Price with All Approved Change Orders: 1,068,436.84

Contract Time with All Approved Change Orders In Days: 526

Cumulative Percent Change in Contract Price (+/-): -1.81%

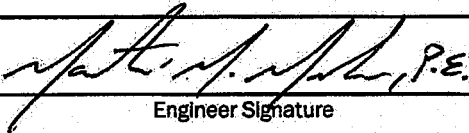
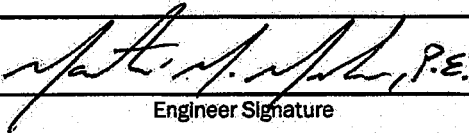
Subrecipient Contract End Date: 1/31/2027

Construction Contract Start Date: 6/2/2025

Construction Contract End Date: 11/10/2026

Reimbursements of costs included in this change order are subject to review by GLO-CDR.

*This document may be executed prior to submission for GLO-CDR review, but all parties involved will be held responsible if the change order or amendment warranted as a result of this change order is not in compliance with CDBG or HUD Requirements

		
Subrecipient Signature	Engineer Signature	Contractor Signature
Charlie Sosa, City Manager	Martin M. Medrano, P.E., Project Engineer	David Flores, Jr., Managing Principal
Subrecipient Name and Title (Printed)	Engineer Name and Title (Printed)	Contractor Name and Title (Printed)
Subrecipient Signature	Engineer Signature	Contractor Signature

Justification for Change Order

1. Will this change order increase or decrease the number of beneficiaries?

☐ Increase ☐ Decrease ☒ No Change

If there is a change, how many beneficiaries will be affected?

Total LMI

2. Effect of this change on the scope of work:

☐ Increase ☐ Decrease ☒ No Change

3. Effect on operation and maintenance costs:

☐ Increase ☐ Decrease ☒ No Change

4. Are all prices in the change order dependent upon unit prices found in the original bid?

☒ Yes ☐ No

If "no", explain:

5. Has the change created new circumstances or environmental conditions which may affect the project's impact, such as concealed or unexpected conditions discovered during actual construction?

☐ Yes ☒ No

If "yes", is an environmental assessment required?



COMMUNITY DEVELOPMENT & REVITALIZATION
The Texas General Land Office
Construction Change Order Request

-
6. Is the Texas Council on Environmental Quality (TCEQ) clearance still valid (if applicable)? ☒ Yes ☐ No
7. Is the CCN permit still valid? (sewer projects only) ☒ Yes ☐ No
8. Are the disability access requirements/approval still valid (if applicable)? ☒ Yes ☐ No
9. Are other Disaster Recovery contractual special condition clearances still valid? ☒ Yes ☐ No

If "no", explain:

Disclaimer: The Texas General Land Office has made every effort to ensure the information contained on this form is accurate and in compliance with the most up-to-date CDBG-DR and/or CDBG-MIT federal rules and regulations, as applicable. It should be noted that the Texas General Land Office assumes no liability or responsibility for any error or omission on this form that may result from the interim period between the publication of amended and/or revised federal rules and regulations and the Texas General Land Office's standard review and update schedule.