

At Tuesday's Commissioner's Court Meeting I read the following comments regarding Commissioner Weir's request for additional funds for his Trainer Wuest project. Following my comments Mr. Weir tried to defend his actions over the past four years. Following my public comments are excerpts from Mr Weirs comments and my thoughts in response.

## **Public Comments by Kenneth Welch; Blanco Co. Commissions Court 9/12/23**

Item #4 on today's Agenda includes the transfer of \$10,000 into the Road Project budget to continue work on the Trainer Wuest low water crossing project.

Commissioner Weir introduced the Trainer Wuest project over four years ago during the budgeting process in the fall of 2019. In September of 2019 Mr. Weir wrote to me: *"I was going to fund this project \$25,000 a year over three years, but a new subdivision is being developed less than two miles away adding 300 more homesites; the Judge and I agreed that we need to move the road sooner than later. If I can get \$50,000 to start the project, I will move \$25,000 from my Paving budget to finish the project when needed."*

During 2019 & 20 Mr. Weir negotiated with the property owners, obtained a property survey, cleared some of the right-of-way, replaced the property owners septic system, and purchased culverts for the low water crossing that had not yet been designed. His spending in 2020 was \$26,000.

During 2021, the homeowners well was repaired after county employees damaged it. Available Construction and Transport Services, Inc. was hired to establish the sub-grade on the approaches to the creek, and road base material was purchased and stored on site. In the fall of 2021 Givler Engineering, Inc. was hired to design the low water crossing using the culverts that Mr. Weir had already purchased. Costs through the end of 2021 amounted to \$99,000.

During 2022 Givler finished the design and the project was put out for bid. After two attempts, at the last minute, only one bid was received from the same contractor who had done the earlier sub-grade work. The Quote in the amount of \$436,343.84 was accepted by this court. Throughout 2022 Available Construction worked on the project and was paid \$289,440.87 without a contract. I repeat **\$289,440.87 without a contract**. Contracts are required on projects over \$50,000.

Additional work has been performed in 2023 and the project has now cost over \$420,000. It has been over four years since Mr. Weir and Judge Bray agreed the project should be done sooner rather than later for \$75,000. This is, at minimum, a case of gross mis-management. When will Commissioner Weir finish this project and how much more will he spend?

## **Excerpts from Commissioner Weir's response and my thoughts:**

**Tommy Weir:** "I'd like to explain what really happened on that and explain the real cost. Because you're not telling the truth. You're not! You're taking parts of what happened. And you're not explaining the rest of it. And that, that's the norm."

"We originally decided to move, move that crossing over, for safety purposes."

**My thoughts:** It was a safety issue! However, Mr Weir did not mention that the urgency of the project was due to the new Majestic Hills subdivision. Nor did he mention that he did not negotiate with the developer to offset county costs.

**Tommy Weir:** "We decided to move it over, were gonna do something that we've done for years in this county; is buying some culverts put them in the creek bottom and make a low water crossing across the creek bottom. I remember when we originally talked about the cost of that, I talked to, I talked to a contractor. And we figured that we could do it for about \$70,000, somewhere in that, that design. And then I remember you complaining in court time after time, that every culvert in the county everything that we did needed to be engineered."

**My thoughts:** Yes, I had repeatedly urged the court to seek the help of professionals to manage their heavy needs for road and bridge upgrades. The county does not plan ahead for large expenses and it results in unexpected costs and project delays. Mr. Weir's suggestion that they "were gonna do something that we've done for years in this county" is exactly why they need expertise to help with designs and project planning.

**Tommy Weir:** "So what did I do? Got an engineer. The engineer took six months, at \$39,000. They did the hydrology study, they did all this stuff"

**My thoughts:** Mr. Weir does not mention that the Engineering firm was not hired until Aug 17, 2021; two years after he introduced the project and after spending over \$99,000.

**Tommy Weir:** "That happened, that added to the cost. They came up with a cost base. Their estimated cost on the two types. One was for the seal coat. The other one was, was with concrete. The seal coat cost estimate; the low side was \$430 something thousand. The bid you keep bringing up, the quality that you want, his bid price on that, it's estimated cost was \$785,000. "We took the engineering and six months later, I'm in the middle of COVID. Right in the middle of COVID. You couldn't get a contract, we couldn't find a contractor anywhere."

**My Thoughts:** The agreement with the engineering firm required preliminary plans to be reviewed with the county to make plan adjustments. The figures and preliminary designs discussed in that meeting have never been revealed to me. However, the final design submitted by the engineering firm stipulated that the culverts already purchased by the county would be used "regardless of the level of service". "The crossing will not be an all weather crossing". Had Mr. Weir hired the consultant at the beginning of the project, construction contracts could have been

awarded and the project might have been completed before the COVID pandemic and without the inflationary costs.

**Tommy Weir:** “If you look at what the construction was approved for, and what they stated and we left several hundred thousand dollars on the table. If you look at what your, the engineers think that we should have spent, it was \$785,000.”

**My Thoughts:** It seems Mr Weir is suggesting he saved the county hundreds of thousands of dollars by requiring the use of the culverts that were not large enough to handle the expected flooding events. The reality is that poor planning caused project delays and higher costs. Requiring use of the pre-purchased culverts resulted in a sub-optimal design. Failure to secure more than one bid and require a construction contract likely resulted in higher contractor costs.

Mr. Weir did not address the lack of a statutorily required contract for an expense over \$50,000.

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