

**MINUTES OF THE
KERRVILLE PUBLIC UTILITY BOARD
REGULAR MONTHLY MEETING
WEDNESDAY, SEPTEMBER 22, 2021, AT 8:30 A.M.
KPUB CONFERENCE ROOM
KERRVILLE PUBLIC UTILITY BOARD OFFICES
2250 MEMORIAL BLVD.
KERRVILLE, TEXAS**

TRUSTEES PRESENT:

Philip Stacy
Larry Howard
Bill Thomas

STAFF PRESENT:

Mike Wittler, General Manager and CEO
Paul Martinez, Director of Engineering
Tammye Riley, Director of Human Resources & Safety
Jill Cook, Accounting Supervisor
Howard Hall, Field Services Supervisor
Damon Richardson, Purchasing Agent
Lidia Goldthorn, Assistant Secretary to the Board

TRUSTEES ABSENT:

Mark Cowden
Mayor Bill Blackburn

OTHERS PRESENT:

Stephen Schulte, Legal Counsel
John Davidson, Special Counsel (*Via teleconference*)
Gaines Griffin, Special Counsel (*Via teleconference*)
John E. Sample (*Via teleconference*)

1. CALL TO ORDER:

Mr. Philip Stacy, Chairman, called the Regular Monthly Meeting to order at 8.30 a.m.

2. PLEDGE OF ALLEGIANCE:

3. APPROVAL OF MINUTES:

The Trustees reviewed the minutes of the August 25, 2021, Regular Monthly Board Meeting and August 25, 2021 Special Called Board Meeting. Larry Howard, Secretary, motioned to approve the minutes. Bill Thomas, Treasurer, seconded the motion. Vote was by a show of hands. Motion carried 3 – 0.

4. CITIZEN/CONSUMER OPEN FORUM:

There were no citizens/consumers to speak.

5. ANNOUNCEMENTS OF COMMUNITY INTEREST:

Mr. Wittler advised staff will be celebrating Public Power Week (October 2nd through the 9th) with an event on Saturday, October 4th at 10:00 am at Louise Hays Park. More information will be provided on KPUB's Facebook page. KPUB will be sponsoring the Baubles and Beads Fundraiser for October 16th and hosting a Community Blood Drive on November 11th. KPUB will be launching a bill re-design and will also be sending out a newsletter to customers next week. Mr. Wittler added the staff spotlight for the month is Mark Alejandro in the IT Department, who has been working for KPUB for approximately nine months. Staff will also be volunteering at the Kerrville Triathlon Festival this Saturday and Sunday, which will host approximately 1800 participants.

6. MOTION AND VOTE TO RECESS THE PUBLIC MEETING AND RECONVENE IN AN EXECUTIVE CLOSED SESSION:

I. EXECUTIVE CLOSED SESSION – CONSULTATION WITH ATTORNEY:

In accordance with Texas Statutes Subchapter D, Chapter 551, Government Code Section §551.071, the Kerrville Public Utility Board will recess for the purpose of “Consultation With Attorney” regarding the following matter:

- A. Consultation with Attorney Regarding Pending or Contemplated Litigation – Mike Wittler, CEO

II. EXECUTIVE CLOSED SESSION – COMPETITIVE MATTERS:

In accordance with Texas Statutes Subchapter D, chapter 551, Government Code Section §551.086, the Kerrville Public Utility Board will recess to discuss and take any necessary action on the following “Competitive Matters”:

- A. Bidding and pricing information for purchased power, general and fuel, and Electric Reliability Council of Texas bids, prices, offers, and related services and strategies; Risk management information, contracts, and strategies, including fuel hedging and storage;
 - (1) Discussion on Hedging Activities and Risk Management Policy – Mike Wittler, CEO

III. EXECUTIVE CLOSED SESSION – PERSONNEL MATTERS:

In accordance with Texas Statutes Subchapter D, Chapter 551, Government Code Section §551.074, the Kerrville Public Utility Board will recess to deliberate the following “Personnel Matters”:

- A. Annual Performance Appraisal for Michael Wittler, General Manager and CEO – Tammye Riley, Director of Human Services

Chairman Stacy asked the Board of Trustees if he had a motion that the Board convene in Executive Closed Session to discuss “Consultation With Attorney” in accordance with Texas Statutes Subchapter D, Chapter 551, Government Code Section §551.071, “Competitive Matters” in accordance with Texas Statutes Subchapter D, Chapter 551, and “Personnel Matters” in accordance with Texas Statutes Subchapter D, Chapter 551, Government Code Section §551.074. Mr. Tomas so moved. Mr. Howard seconded the motion. Vote was by show of hands. Motion carried 3 – 0.

The Board entered Executive Closed Session at 8:36 a.m. Chairman Stacy adjourned the Executive Closed Session and reconvened into Open Session at 10:30 a.m.

7. CONSIDERATION AND ACTION AS A RESULT OF EXECUTIVE SESSIONS:

Mr. Howard moved to increase Mr. Wittler's salary by 3% (merit raise). Mr. Thomas seconded the motion. Vote was by a show of hands. Motion carried 3 – 0.

8. CONSIDERATION AND ACTION ON RESOLUTION NO. 21-22 – JILL COOK, ACCOUNTING SUPERVISOR:

Ms. Cook presented last month's wire transfers for operating expenses to the Board. Mr. Thomas motioned for approval of Resolution No. 21-22. Mr. Howard, seconded the motion. Vote was by a show of hands. Motion carried 3 – 0.

9. CONSIDERATION AND ACTION ON RESOLUTION NO. 21-23 – MIKE WITTLER, CEO:

The following Board Trustees and Management will be authorized as official signatories for the System per Resolution No. 21-23:

Philip Stacy, Chairman
Mark Cowden, Vice-Chairman
Larry Howard, Secretary
Bill Thomas, Treasurer
Mike Wittler, General Manager and Chief Executive Officer
Amy Dozier, Director of Finance
Jill Cook, Accounting Supervisor

Mr. Howard made a motion to approve Resolution No. 21-23 authorizing the official signatories for the System as listed above. Mr. Thomas seconded the motion. Vote was by a show of hands. Motion carried 3 – 0.

10. CONSIDERATION AND ACTION ON RESOLUTION NO. 21-24 – MIKE WITTLER, CEO:

The Board discussed Resolution No. 21-25, which authorized the following Board Trustees and Management as official participants in the Participant Agreement between KPUB and the Texas Local Government Investment Cooperative ("LOGIC"):

Philip Stacy, Chairman
Bill Thomas, Treasurer
Mike Wittler, General Manager and Chief Executive Officer
Amy Dozier, Director of Finance
Jill Cook, Accounting Supervisor

Mr. Howard made a motion to approve Resolution No. 21-24 amending the Participant Agreement between KPUB and the Local Government Investment Cooperative ("LOGIC"). Mr. Thomas seconded the motion. Vote was by a show of hands. Motion carried 3 – 0.

11. CONSIDERATION AND ACTION ON RESOLUTION NO. 21-25 – MIKE WITTLER, CEO:

The Board discussed Resolution No. 21-25, which authorized the following Board Trustees and Management as official participants in the Participant Agreement between KPUB and the Local Government Investment Pool (“TexPool”):

Philip Stacy, Chairman
Bill Thomas, Treasurer
Mike Wittler, General Manager and Chief Executive Officer
Amy Dozier, Director of Finance
Jill Cook, Accounting Supervisor

Mr. Howard made a motion to approve Resolution No. 21-25 amending the Participant Agreement between KPUB and the Texas Local Government Investment Pool (“TexPool”). Mr. Thomas seconded the motion. Vote was by a show of hands. Motion carried 3 – 0.

12. CONSIDERATION AND ACTION ON RESOLUTION NO. 21-26 – MIKE WITTLER, CEO:

Mr. Wittler advised in 2018, KPUB requested proposals for bank depository services. Only one bank, Happy State Bank (formerly Centennial Bank), responded to the request. The KPUB Board approved a depository agreement with Happy State Bank on August 28, 2018 with Resolution 18-11. The initial term of the agreement ends on September 30, 2021. The depository agreement provides for an optional one-year extension under the same terms and conditions. He advised that Happy State Bank has provided good service for KPUB and has met all of the additional requirements necessary for doing business with a government entity. He added that Happy State Bank currently offers a substantially better interest rate on completely liquid, fully collateralized invested funds than KPUB could find at other banks or municipal investment pools. Management recommended passing the resolution authorizing the extension of the existing agreement in accordance with the terms of the 2018 depository services agreement.

Mr. Howard made a motion to approve Resolution No. 21-26 authorizing the extension of the existing agreement in accordance with the terms of the 2018 depository services agreement. Mr. Thomas seconded the motion. Vote was by a show of hands. Motion carried 3 – 0.

13. FINANCIAL REPORT – JILL COOK, ACCOUNTING SUPERVISOR:

Ms. Cook presented the Financial Statements (unaudited) for the Fiscal Year 2021 through August 31, 2021. She stated both revenues, expenses and net income were all below budget. KPUB’s renewable energy contracts resulted in a net credit of \$326,430 for the month of August. She advised on a year-to-date basis, KPUB recorded net income of \$2,330,457, which was \$395,905 more than budgeted net income of \$1,934,552. Better than budget income is driven by lower than anticipated purchased power costs and other operating expenses that continue lower than budget due primarily to staffing vacancies.

Ms. Cook advised the Power Cost Adjustment (PCA) remained at \$95.00 for August, the over collected power cost balance rose by \$605,049 in August to \$7,787.554. She added that the balance reached this level primarily because a cost estimate for the final power supply bill related to February 2021 had not been recorded due to uncertainty regarding the amount. After discussions with KPUB’s audit firm, staff decided to book an estimate for February based on a historical average. This adjustment will be booked in September prior to year-end. Booking the adjustment will bring the over collected balance below \$2 million, meaning that a transfer to the Rate Stabilization Fund will not be needed at this time. The PCA is expected to remain stable at \$95.00 for the foreseeable future. She added that the debt service coverage factor was 18.30 for August and 11.56 for the fiscal year.

14. CONSIDERATION AND ACTION ON APPROVAL OF FY 2021-2022 ANNUAL SYSTEM BUDGET – MIKE WITTLER, CEO:

Mr. Wittler presented for approval, the FY 2021-2022 Annual System Budget. He gave a brief overview advising no changes were made to revenue or expense since the Budget Workshop on August 25th. He advised a change was made to the projected Over/(Under) Recovery balance. The budget workshop projected a beginning balance of \$8 million and a transfer in FY2021 to the Rate Stabilization Fund of \$8 million. However, after discussions with auditors, KPUB will record an estimated purchased power expense for February 2021 prior to the FY2021 year end. This accounting treatment will result in the Over/(Under) Recovery balance being reduced to an estimated \$1.6 million at the end of FY2021 and no transfer to the Rate Stabilization Fund in FY2021. He added that the overall invested funds would not change, but the Revenue Fund in the budget package shows a beginning balance that is \$8 million higher and the Rate Stabilization Fund shows a beginning balance that is \$8 million lower than what was presented in the Budget Workshop.

Mr. Wittler went over budget highlights including \$45.4 million in operating revenues, up 4.4% from the FY2021 budget; \$30.5 million for purchased power expense, up 5.3% from the FY2021 Budget; \$44.0 million in operating expenses, up 4.9% from the FY2021 Budget; and \$1.6 million in net income, down from \$1.9 million in the FY2021 Budget. He noted that the budget being adopted covers the period from October 1, 2021 to September 30, 2022. Five-year projections were presented for information and discussion purposes only. Board members discussed personnel changes with the suggestion to keep payroll numbers in the budget with further discussion to be had by the Personnel Committee. Mr. Howard moved to accept the FY 2021-2022 Annual System Budget as presented. Mr. Thomas seconded the motion. Vote was by a show of hands. The motion carried 3 – 0.

15. APPROVAL AND REPORTING OF PURCHASES AND SALES:

A. Quote No. 2936 – Annual Wood Purchase (Damon Richardson, Purchasing Agent)

Mr. Richardson recommended the approval of a purchase order to Texas Electric Cooperatives for \$169,346.75 for the purchase of wood poles. Bids were sought and received from three vendors, representing two production plants. These poles will facilitate maintenance, construction and the on-going replacement of Osmost inspected poles. Mr. Richardson provided supporting documents for the Board's review. He further advised the TEC confirmed by email that lead time would be 2 – 6 weeks, not 26.

B. KPUB Tower Site Agreement (Howard Hall, Field Services Supervisor)

Mr. Hall recommended approval to continue with multi-year tower site agreements with Advantage Towers and West Central Wireless. These towers house KPUB's radio equipment and repeaters. Mr. Hall provided a copy of the leases for each for the Board's review. The Motorola Radio System was evaluated and staff chose to go with it in 2015 and is currently in use. Mr. Hall added that at this time, this provides the best coverage for KPUB's service territory.

C. Report on Transformer Purchase Order Issued Prior to Board Approval (Mike Wittler, CEO)

Mr. Wittler advised that KPUB was informed by a supplier that an order of transformers that was placed in July was being cancelled by the manufacturer. They stated that to keep the order, a new purchase order would need to be issued and the pricing would increase approximately 17%. A new lead time was given of 52 weeks; the originally quoted lead time was 24 weeks. Staff inquired with a second supplier on the original bid to see if they could extend the pricing they quoted. They responded that their manufacturer

would not extend pricing and they are not renewing any existing quotes or quoting new opportunities due to their maximum plant production capacity; and they are only honoring existing blanket orders, some of which are being cut to alleviate plant strain. Mr. Wittler added that a third manufacturer KPUB regularly used did not quote back in July due to their own capacity issues. He advised that on September 16th a purchase order was issued to Techline for 55 single phase padmount transformers to replace the original order. The total cost of the purchase was \$148,300.00, slightly less than the original purchase order for \$150,948.00. Staff deviated from the formal procurement process as allowed by policy and was also issued prior to the normally required Board approval as allowed by Resolution No. 20-06.

D. Report on Fluctuating Market Conditions for Stock Materials and Anticipated Procurements (Mike Wittler, CEO)

Mr. Wittler advised that at this time, the shortage of single phase padmount distribution transformers seem to be the biggest problem for suppliers. On APPA discussion boards, there have been several requests recently from utilities that have run out of single-phase underground transformers. Some are considering refurbished transformers which are basically a 20-40 year-old transformer with a new paint job. Staff has also evaluated needs for underground single-phase distribution materials for the next 12 to 24 months and issued a request for quotation for a total cost which is estimated to be \$40,000 to \$450,000. Staff will also be evaluating needs and lead times for all materials that are normally stocked and increasing inventory levels appropriately. Evaluation will also be done for other changes that can be made to reduce needs for materials in short supply. He advised that changes like these will increase costs. Staff is scheduling a meeting with Wesco/ABB-Hitachi to discuss the reasons they are experiencing these delays and price increases. A new purchase order may be issued to them based on the Board's prior approval in July as allowed by policy. The primary reason to reissue the purchase order would be to increase diversity of manufacturers providing KPUB with materials.

Mr. Howard motioned for approval purchases and sales. Mr. Thomas seconded the motion. Vote was by a show of hands. Motion carried 3 – 0.

16. ADJOURNMENT

Chairman Stacy adjourned the Regular Board Meeting at 11:03 a.m.

Date Approved: _____

Philip Stacy, Chairman

ATTEST

Lidia S. Goldthorn, Assistant Secretary to the Board



2021 Customer Satisfaction Survey



Report of Findings

30 July 2021
Confidential & Proprietary

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Aggregate Data (Provided Separately)



Harnessing the power of data to help clients achieve organizational goals.

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Solutions that are customized to provide a personalized approach of understanding organizational, employee, and customer needs allowing for more informed decisions.



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Project Overview

- GreatBlue Research was commissioned by the Kerrville Public Utility Board (hereinafter “KPUB”) to conduct market research to understand the current sentiments, perceptions and satisfaction levels of its residential and commercial customers.
- The primary goals for this research study were to assess satisfaction levels for various organizational and customer service characteristics, uncover customer expectations, and gauge awareness of KPUB programs and services.
- In order to service these research goals, GreatBlue employed telephone and digital survey methodologies to capture the opinions of both residential and commercial customers.
- The outcome of this research will enable KPUB to a) more clearly understand, and ultimately set, customer expectations, b) act on near-term opportunities for improvement and, c) create a strategic roadmap to increase customer satisfaction.



Areas of Investigation

The Kerrville Public Utility Board Customer Satisfaction Study leveraged a quantitative research methodology to address the following areas of investigation:

- Rating of various organization characteristics
- Rating customer service interactions
- Rating field service interactions
- Website use and satisfaction
- KPUB app use and satisfaction
- Rating overall response to the COVID-19 pandemic
- Awareness of community involvement
- Importance of being municipally-owned
- Demographic profiles of respondents

Research Methodology Snapshot - Residential

Methodology Phone / Digital	No. of Completes 882 (201 phone + 681 digital)	No. of Questions 40*	Incentive None	Sample Customer List
Target Residential Customers	Quality Assurance Dual-level**	Margin of Error 3.2%	Confidence Level 95%	Research Dates June 28 - July 16, 2021

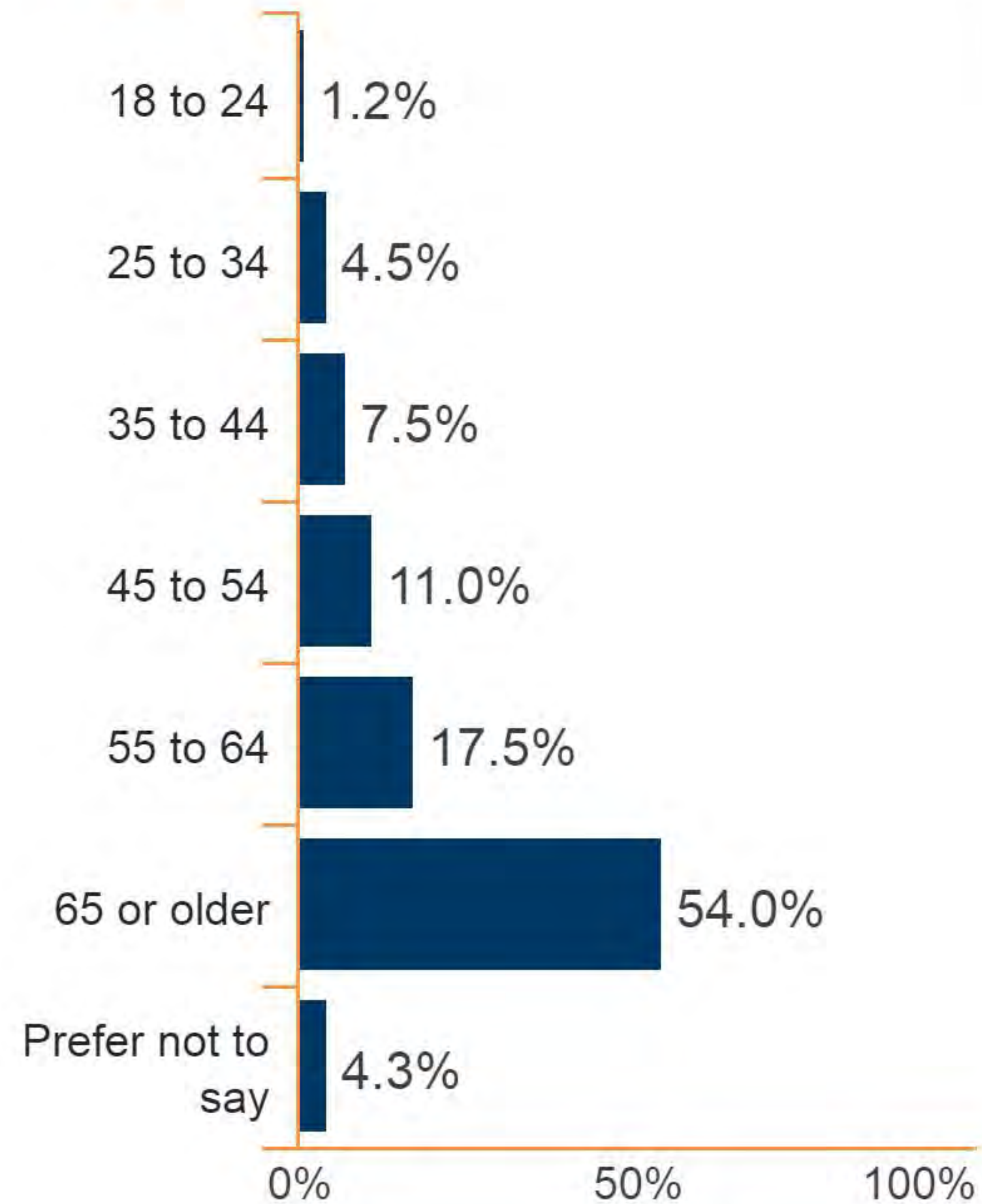
* This represents the total possible number of questions; not all respondents will answer all questions based on skip patterns and other instrument bias.

** Supervisory personnel, in addition to computer-aided interviewing platform, ensure the integrity of the data is accurate.

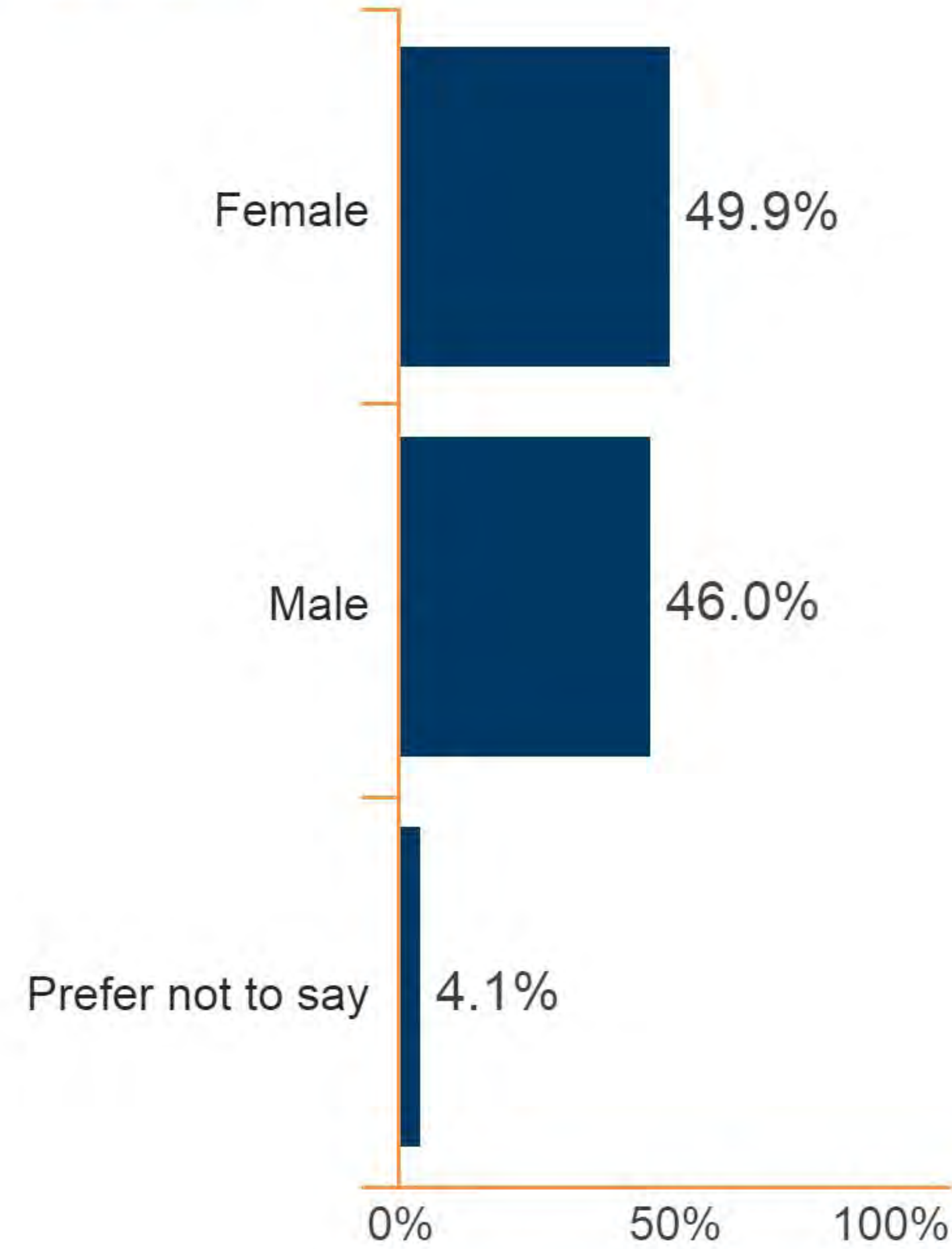
Respondent Snapshot - Residential

This slide quantifies select data points to provide context for this research study. The data is not meant to be proportional to population contribution, rather to provide an empirical view into the demographic profile of the participants.

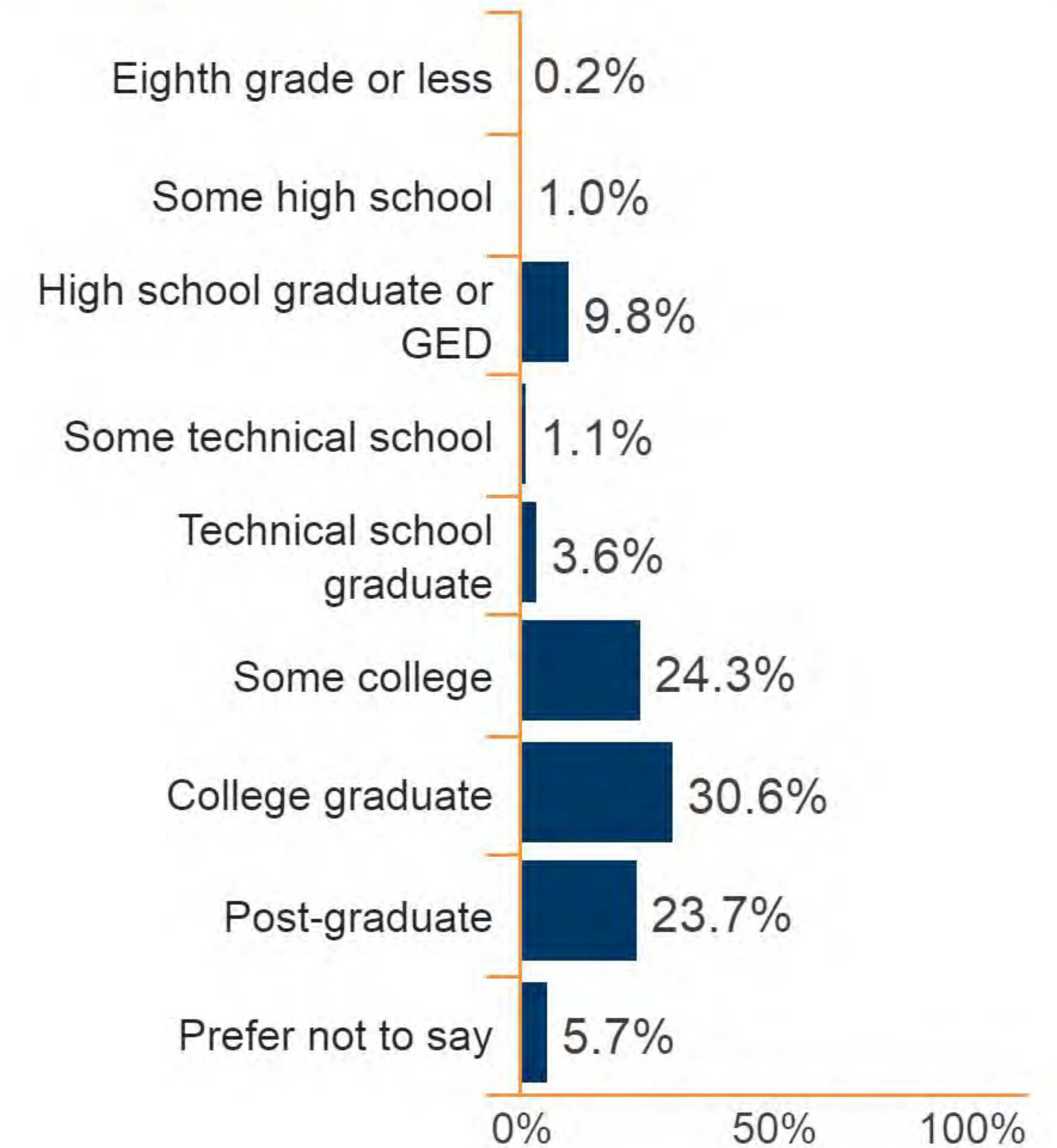
Age



Gender

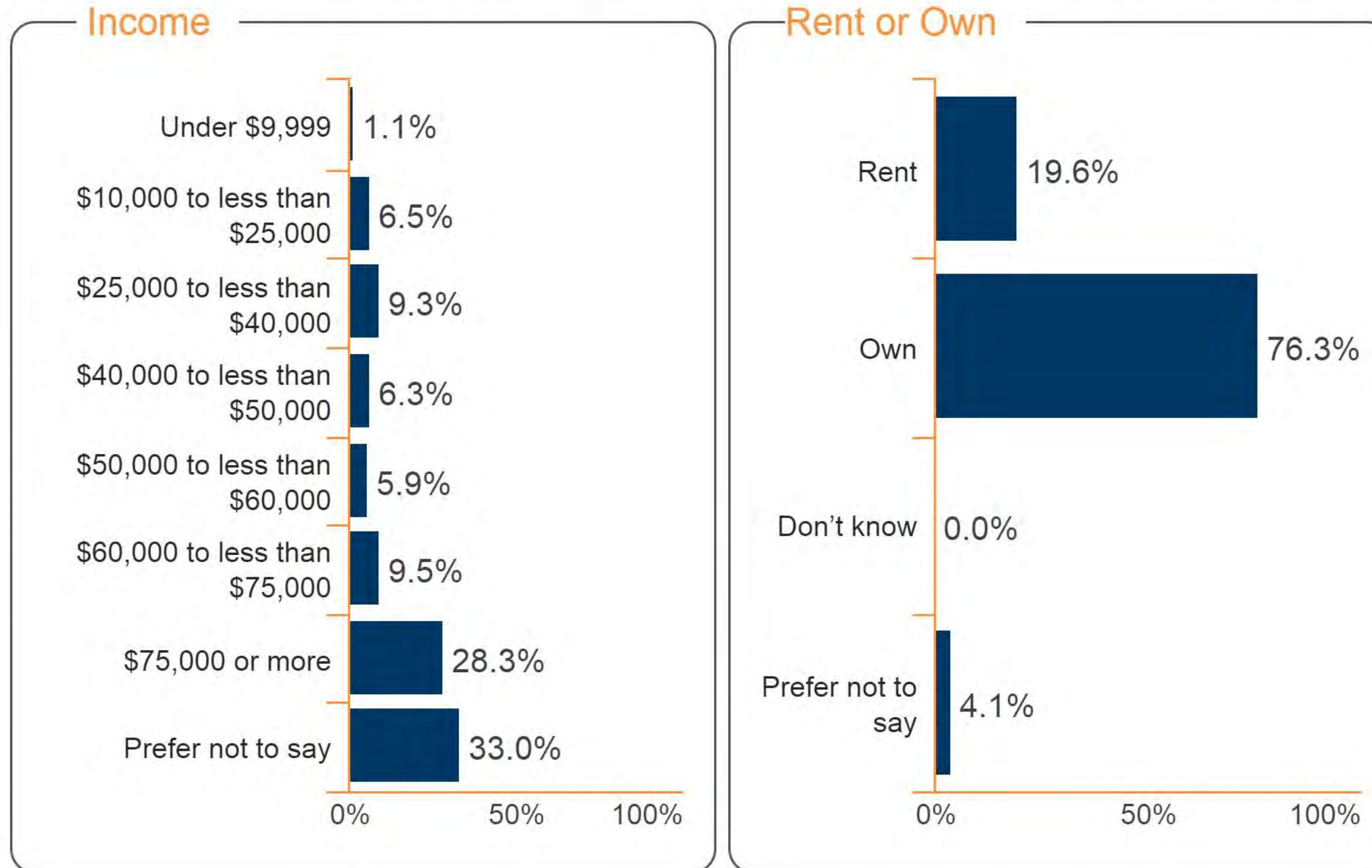


Education



Respondent Snapshot - Residential

This slide quantifies select data points to provide context for this research study. The data is not meant to be proportional to population contribution, rather to provide an empirical view into the demographic profile of the participants.



Research Methodology Snapshot - Commercial

Methodology Phone / Digital	No. of Completes 124 (100 phone + 24 digital)	No. of Questions 39*	Incentive None	Sample Customer List
Target Commercial Customers	Quality Assurance Dual-level**	Margin of Error 8.7%	Confidence Level 95%	Research Dates June 28 - July 16, 2021

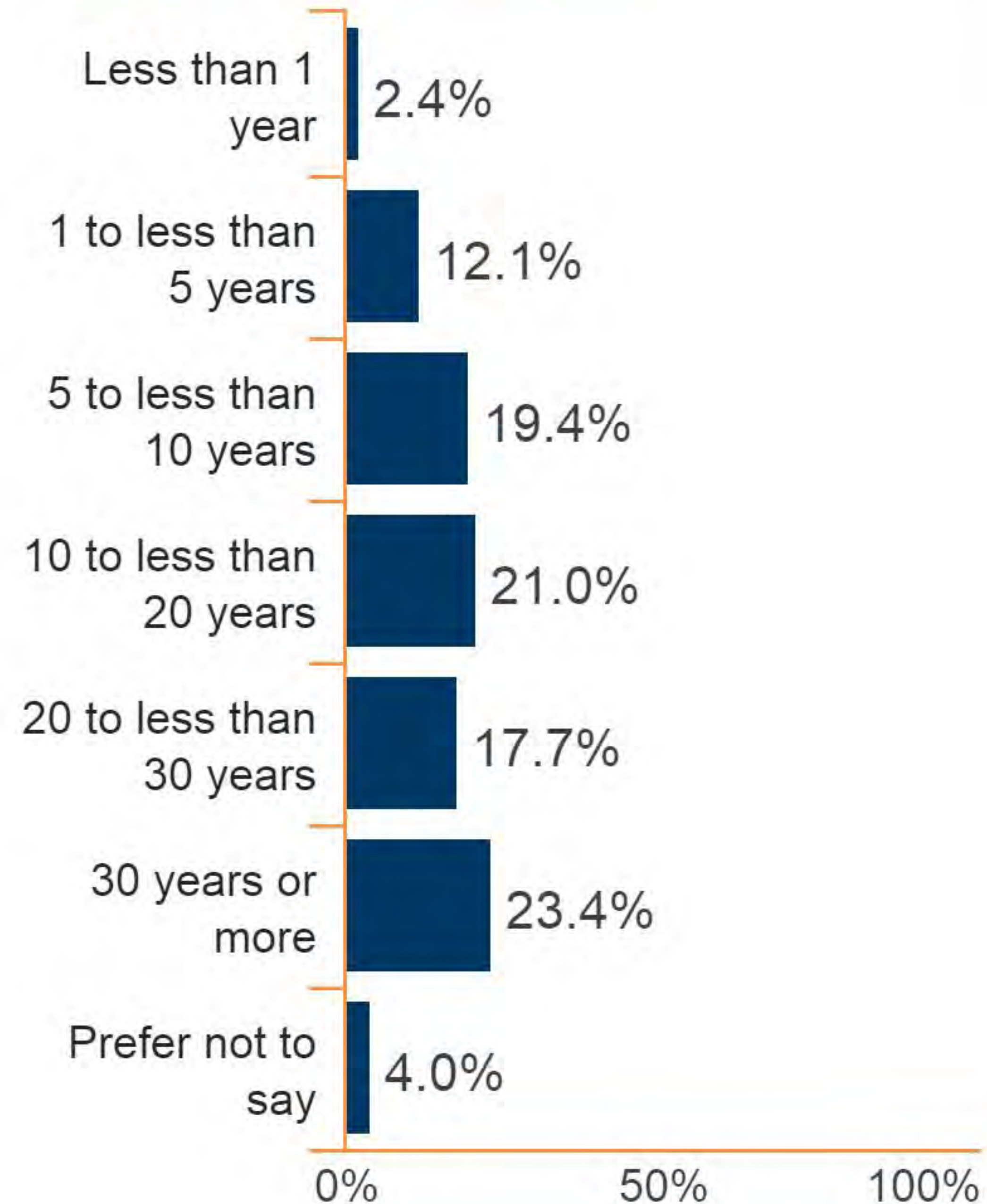
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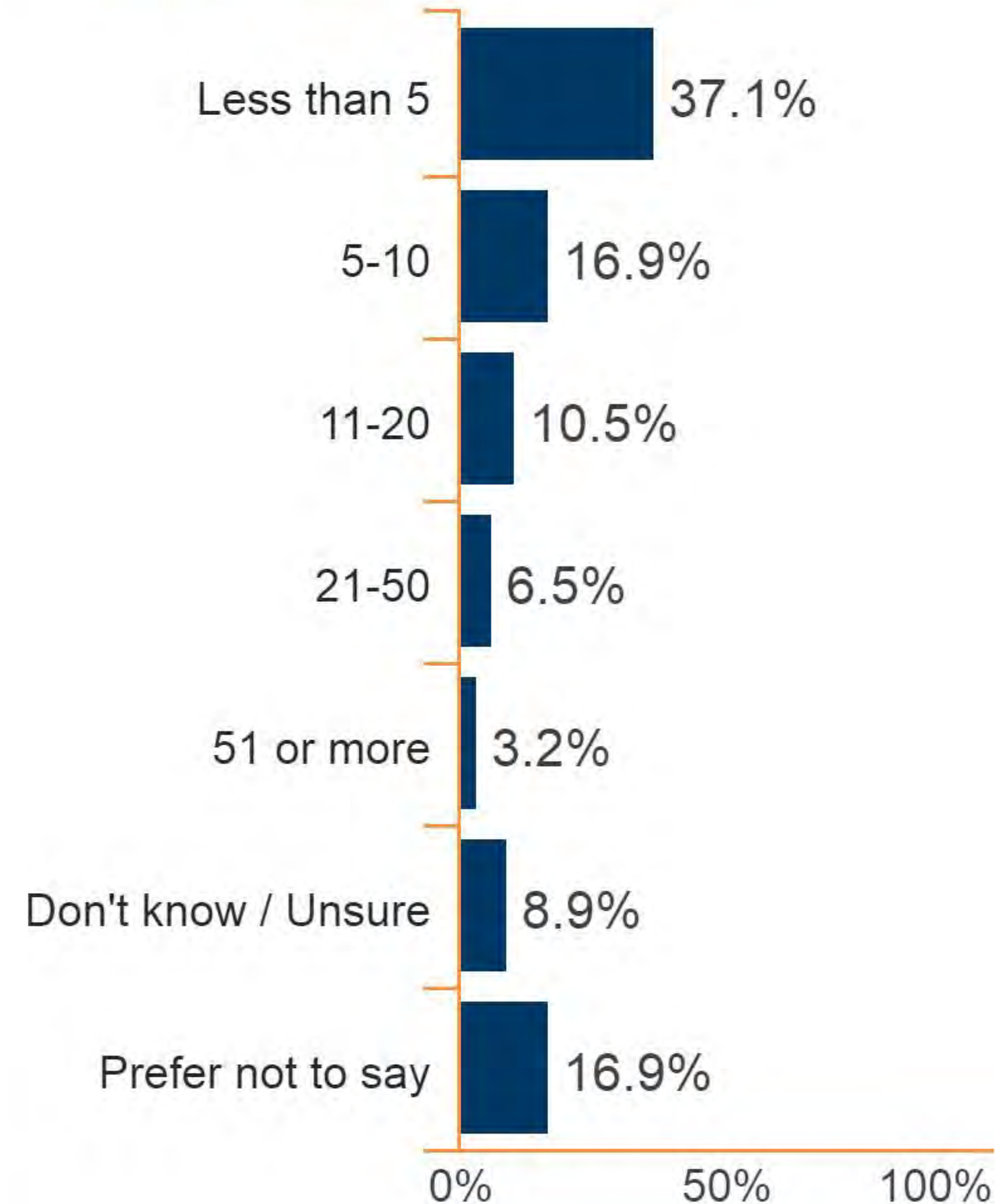
Respondent Snapshot - Commercial

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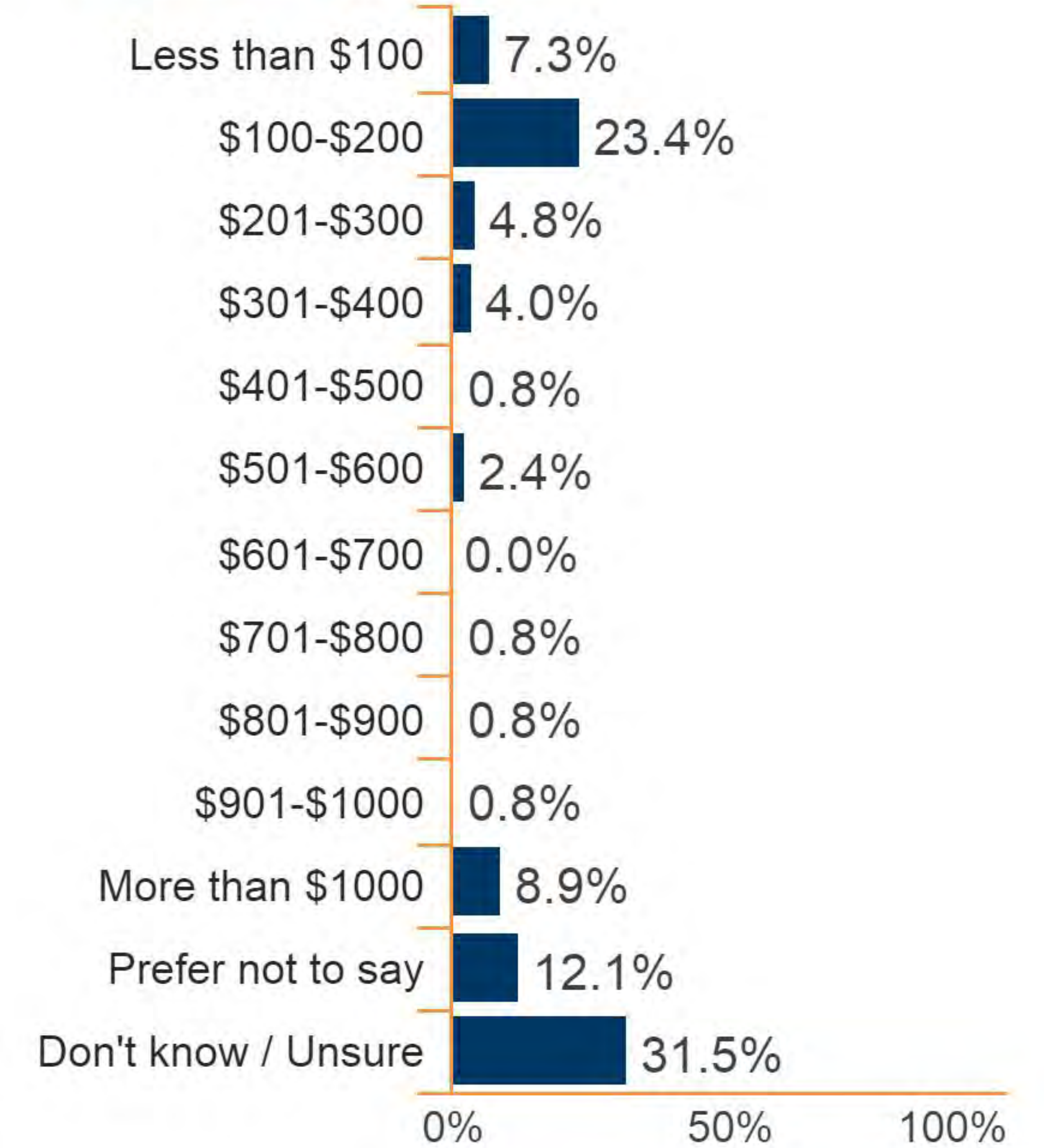
Years as a Customer



Employees at Business



Average Electric Bill



Respondent Snapshot - Commercial

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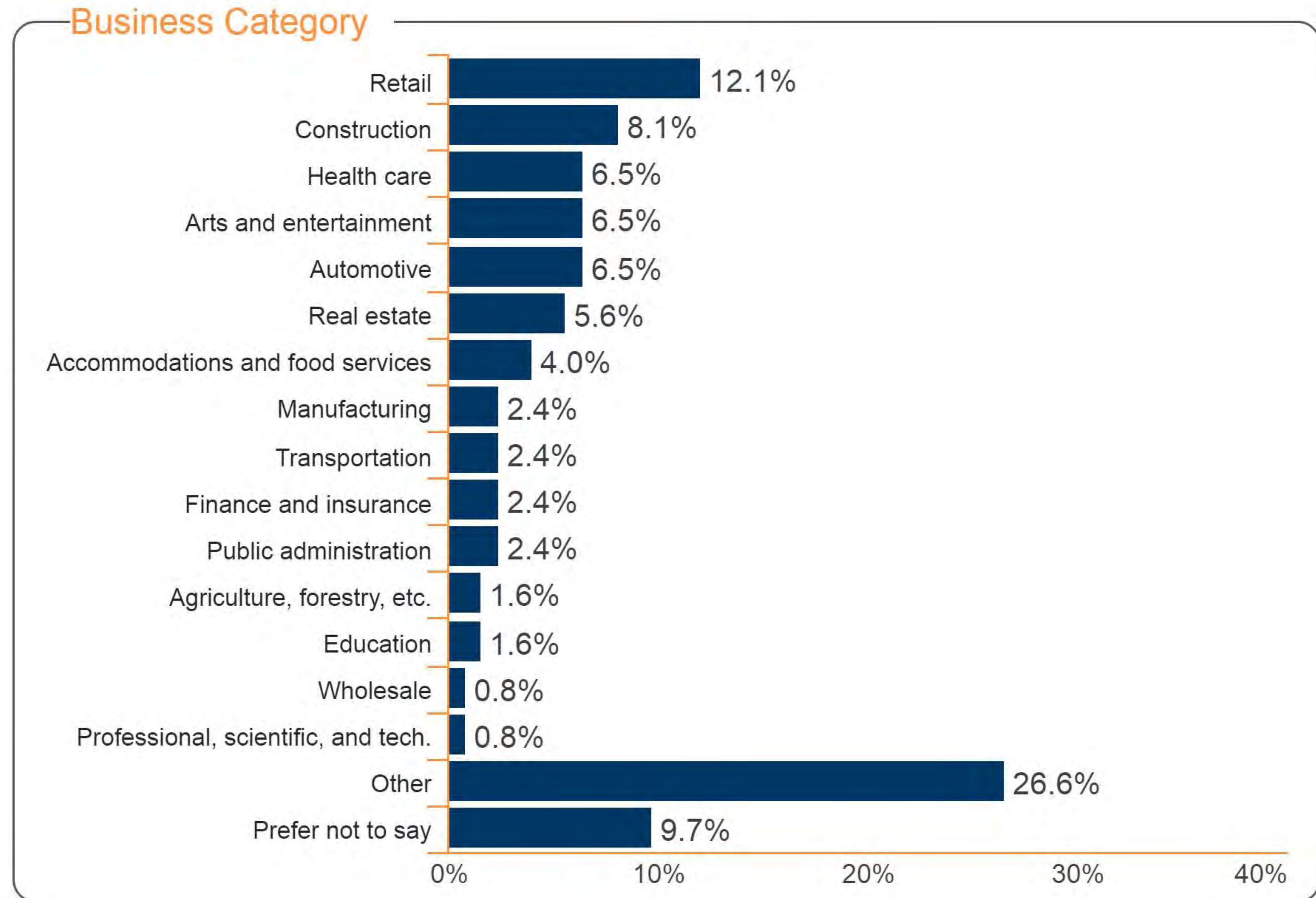


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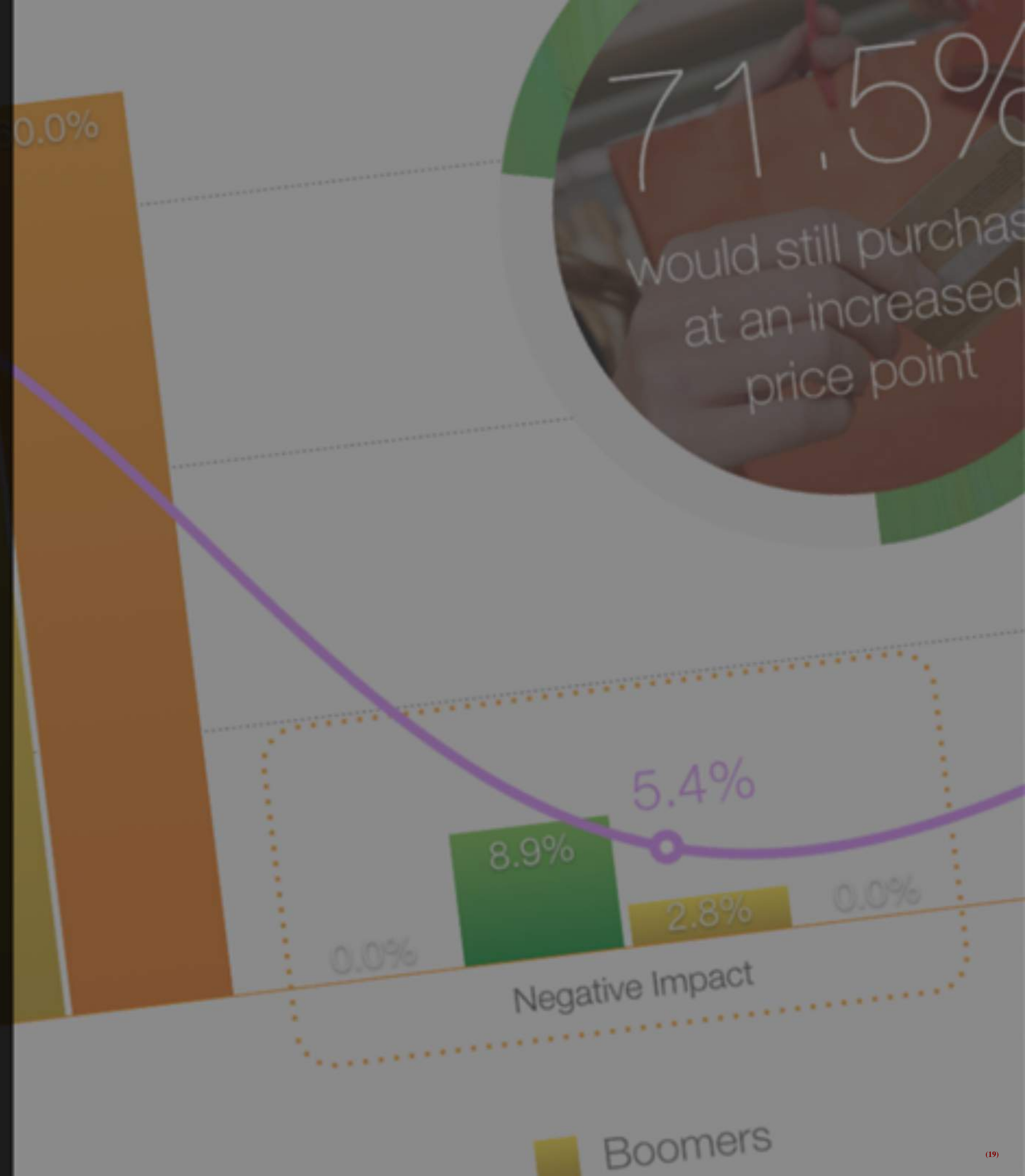
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Key Study Findings - *First contact resolution yields higher overall satisfaction*



What we learned:

Respondents who reported KPUB solves their issues on the first contact reported an overall average satisfaction rating of 94.8%, which is elevated over the composite average.

Takeaway:

Although the COVID-19 pandemic has precipitated an increase in the volume and diversity of customers' contact with office personnel, it is important for KPUB to work towards first contact resolution whenever possible.

Actionable strategy:

Additional training for customer service staff may be necessary to ensure all are well-equipped to solve issues and questions, and employees with high levels of first contact resolution should communicate successful best practices.

Key Study Findings - *KPUB App users are highly satisfied*



What we learned:

A relatively low frequency of customers have used the KPUB app in the past 12 months. Among those customers that have used the KPUB app, the strong majority (92.7% residential; 100.0% commercial) reported having a positive experience when using the app.

Takeaway:

Awareness of the KPUB App is low, yet those who use the app are highly satisfied with their experience, marking an opportunity to convert unaware customers.

Actionable strategy:

Develop marketing communications through email and bill inserts in order to promote the KPUB app and convert customers who are currently unaware.



Key Study Findings - *Room to improve awareness of programs and community involvement*

What we learned:

Ratings for "offering innovative programs and services" and "helping customers use less electricity" were declined in comparison to other organizational characteristics. Additionally, roughly one-third of customers were not at all aware of KPUB's various community involvement initiatives such as volunteering at food banks, Habitat for Humanity, and blood drives.

Takeaway:

The declined satisfaction and awareness is likely a result of an informational gap regarding KPUB's programs, services, and community involvement.

Actionable strategy:

This marks an opportunity to educate customers on various topics, including the offerings available to help them save electricity, and the opportunities to engage with KPUB through community outreach.

Positive Ratings Driven by Helpful Staff

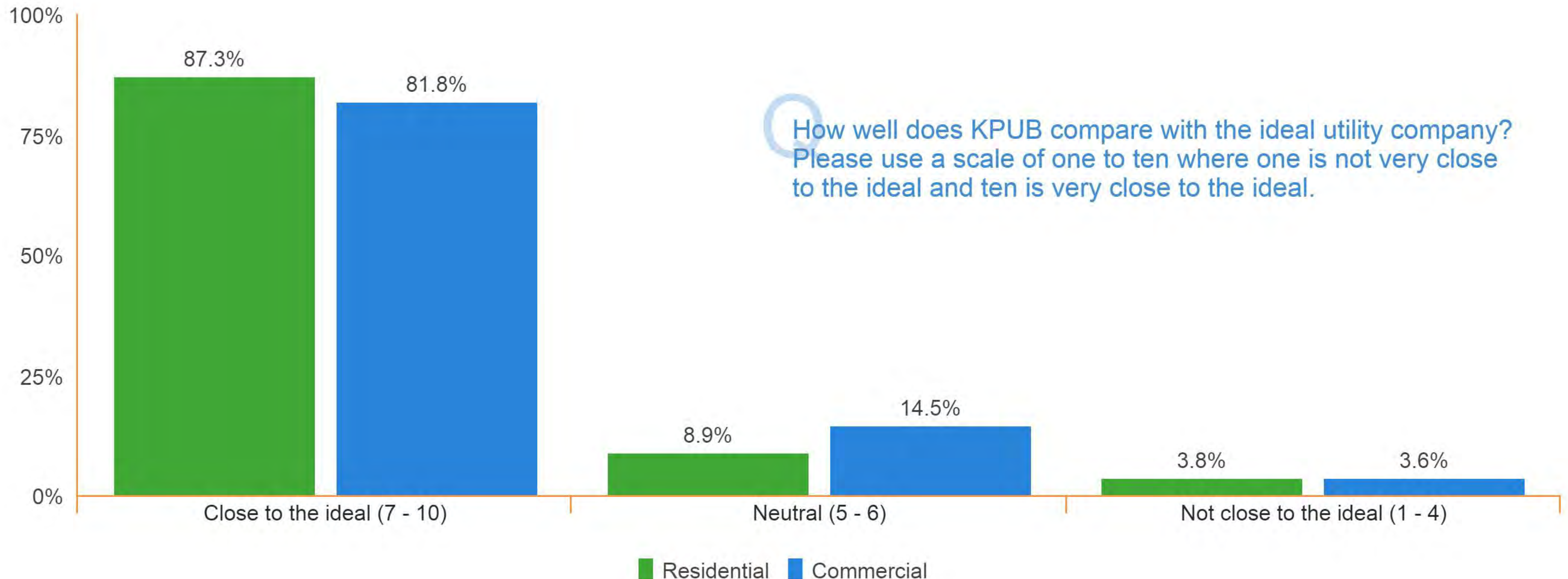
When asked to rate KPUB on twelve (12) organizational characteristics, both residential and commercial customers provided an overall average rating of 85.1%. Residential customers provided the highest rating for "helpful and knowledgeable staff" (91.1%) while commercial customers provided the highest rating for "providing consistent and reliable electric service to customers" (91.7%). The only organizational characteristics to score below 80.0% were "offering innovative programs and services" (79.4% residential; 77.3% commercial) and "helping customers use less electricity (71.3% residential; 66.7% commercial).

	Residential	Commercial
Communicating with customers	86.7%	86.8%
Responding promptly to customer questions and complaints	87.5%	88.9%
Helping customers use less electricity	71.3%	66.7%
Being open and honest about company operations and policies	83.3%	84.2%
Maintaining modern and reliable infrastructure	80.6%	83.8%
Providing good service and value for the cost of electricity	88.0%	84.9%
Community involvement	89.1%	87.5%
Helpful and knowledgeable staff	91.1%	91.6%
Restoring power after an outage in a reasonable amount of time	82.8%	89.7%
Providing consistent and reliable electric service to customers	89.9%	91.7%
Offering innovative programs and services	79.4%	77.3%
Overall satisfaction with KPUB	91.0%	88.4%
Average	85.1%	85.1%

Now, I will read you a list of different organizational characteristics. For each one please rate KPUB on a scale of one (1) to ten (10) where one is very poor and ten is very good. (Total ratings of 7-10 w/o "don't know" responses)

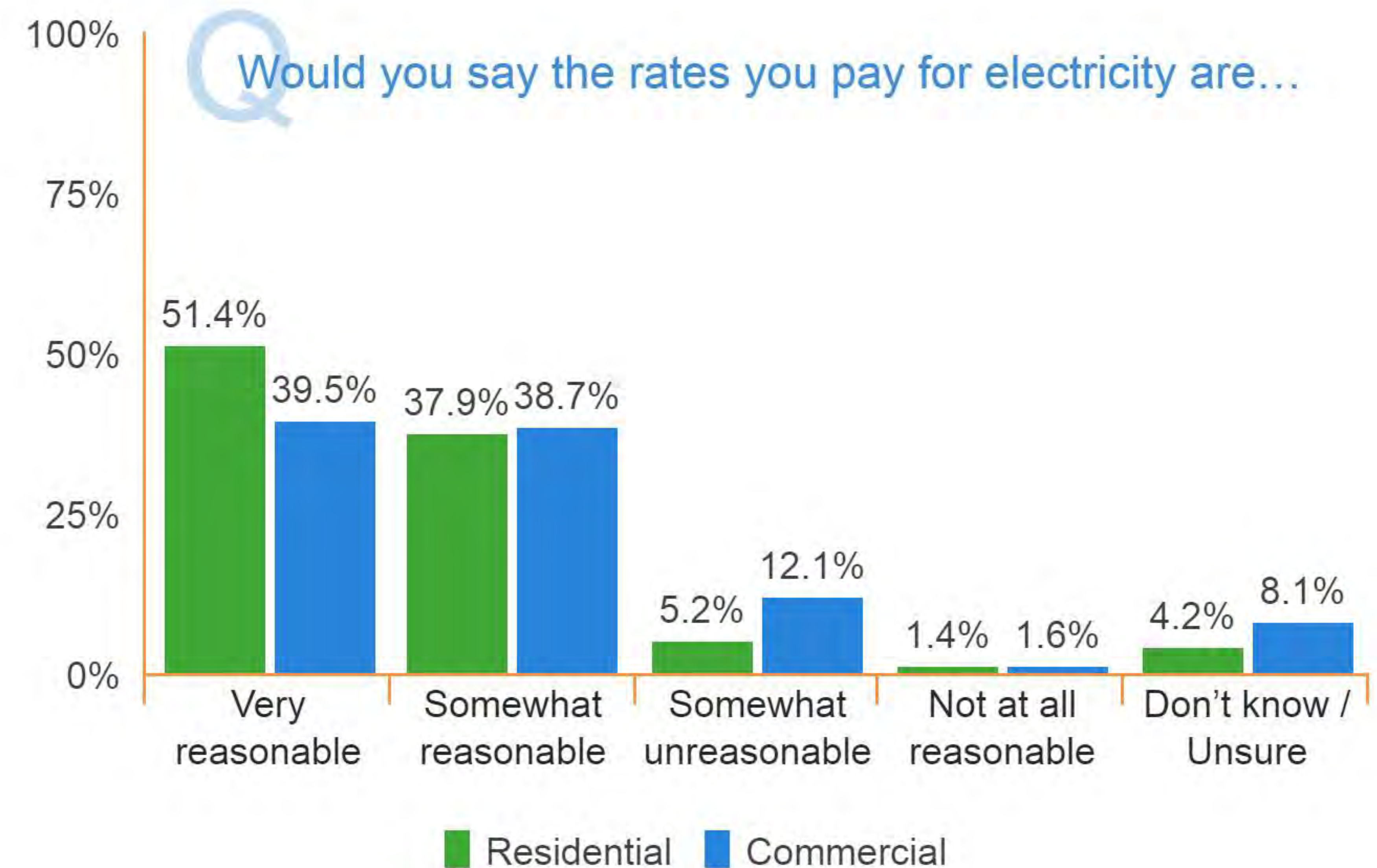
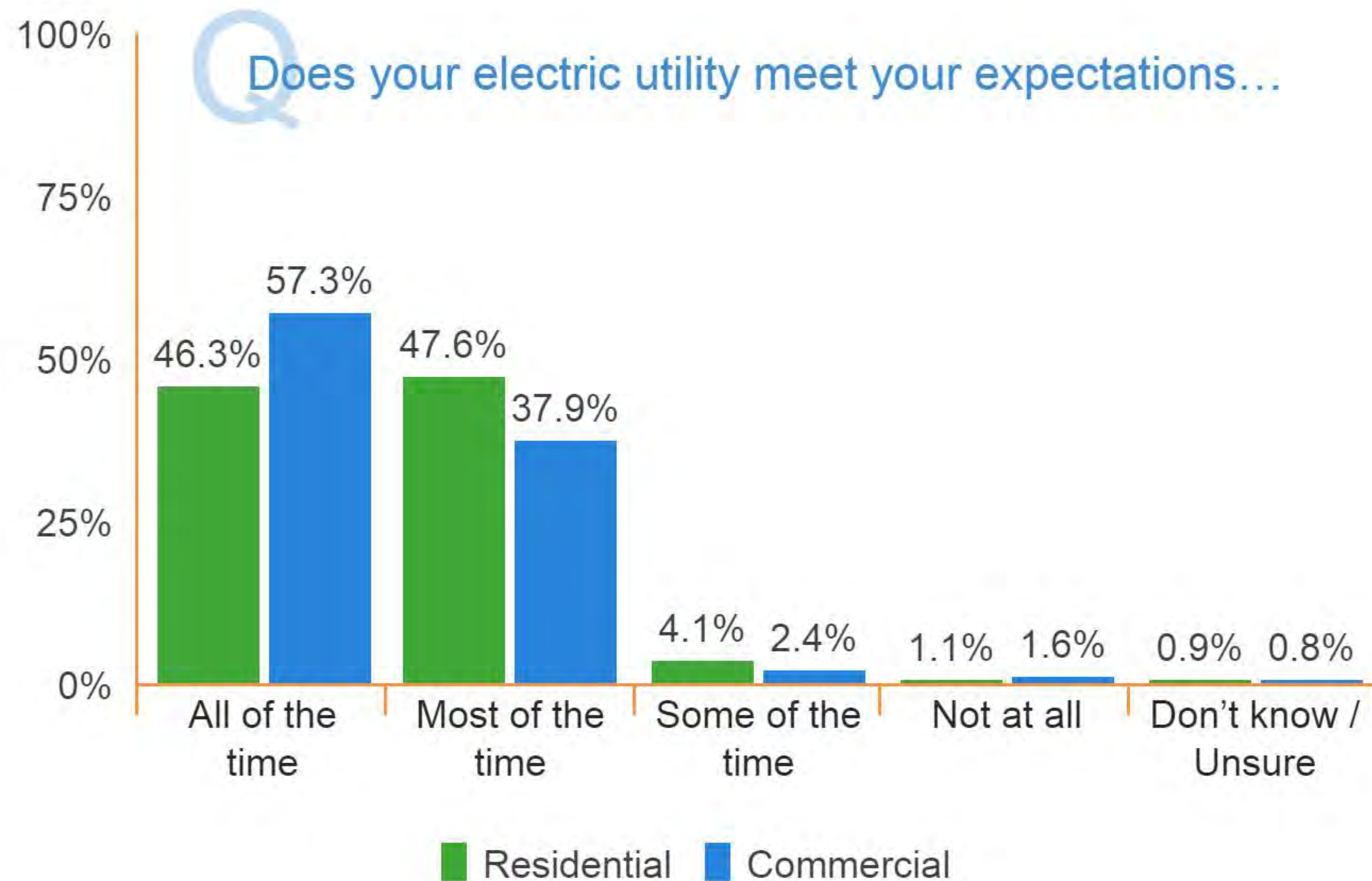
KPUB Compares Well to the Ideal Utility

More than four-fifths of residential (87.3%) and commercial customers (81.8%) indicated that KPUB compares very closely to the ideal utility company (provided a rating of 7-10 on a ten-point scale), while roughly one-in-ten respondents provided a "neutral" rating (8.9% residential; 14.5% commercial). Only 3.8% of residential and 3.6% of commercial customers reported KPUB is "not close to the ideal utility."



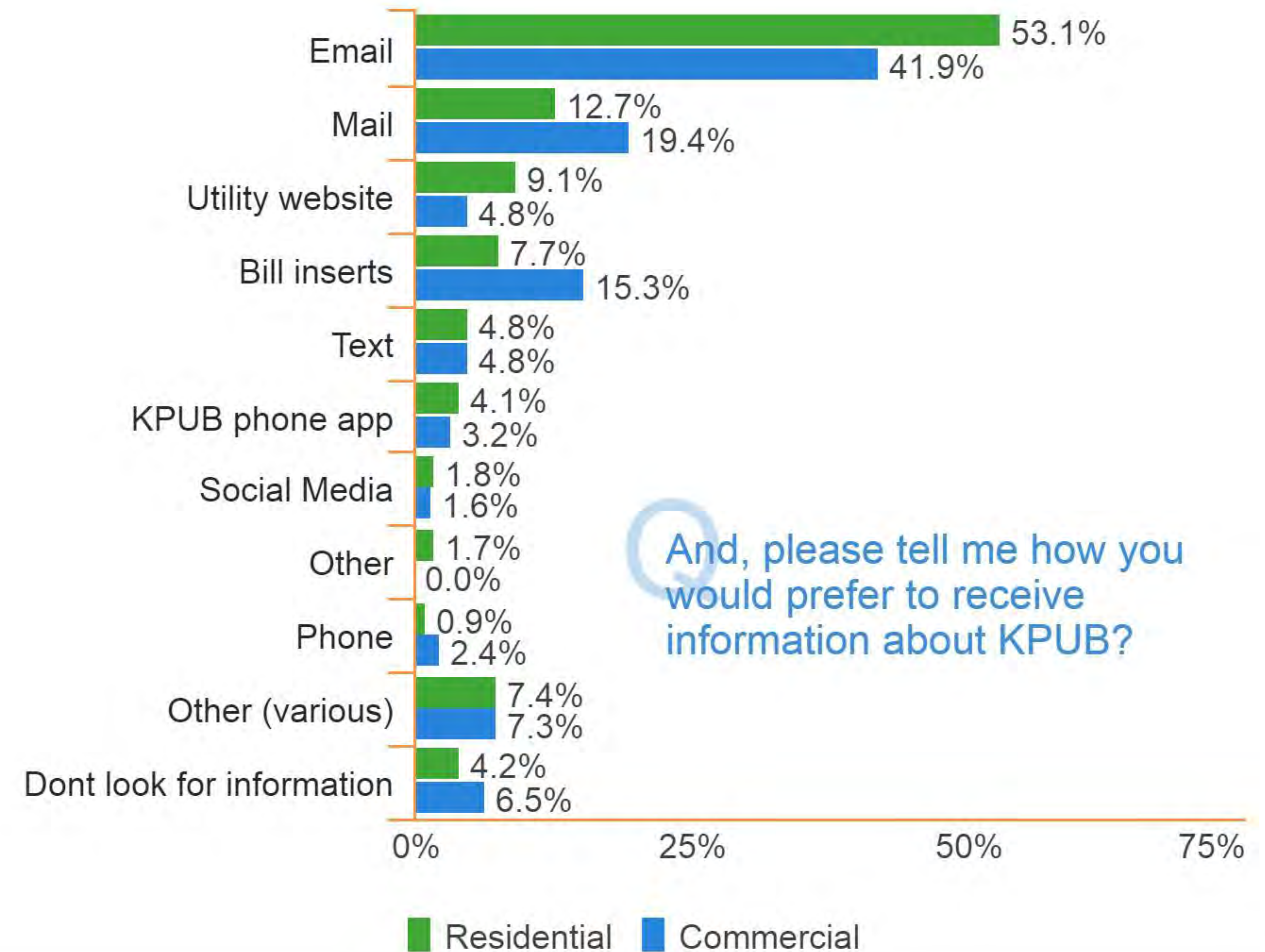
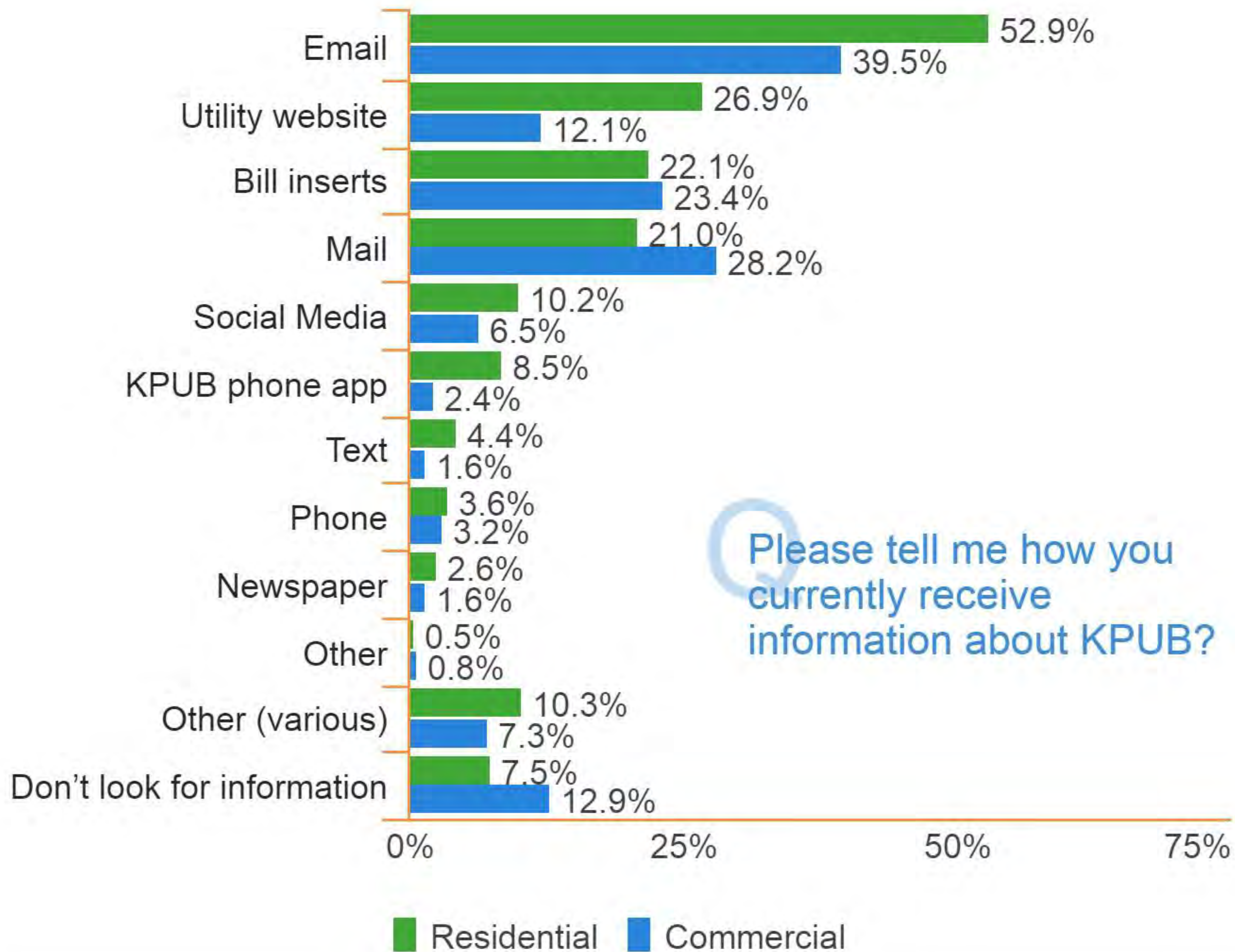
Meeting Expectations with Reasonable Rates

Impressively, more than 90.0% of both residential (93.9%) and commercial customers (95.2%) indicated KPUB meets their expectations either "all of the time" (46.3% residential; 57.3% commercial) or "some of the time" (47.6% residential; 37.9% commercial). Additionally, the majority of customers (89.3% residential; 78.2% commercial) reported the rates they pay for electricity are either "very reasonable" (51.4% residential; 39.5% commercial) or "somewhat reasonable" (37.9% residential; 38.7% commercial).



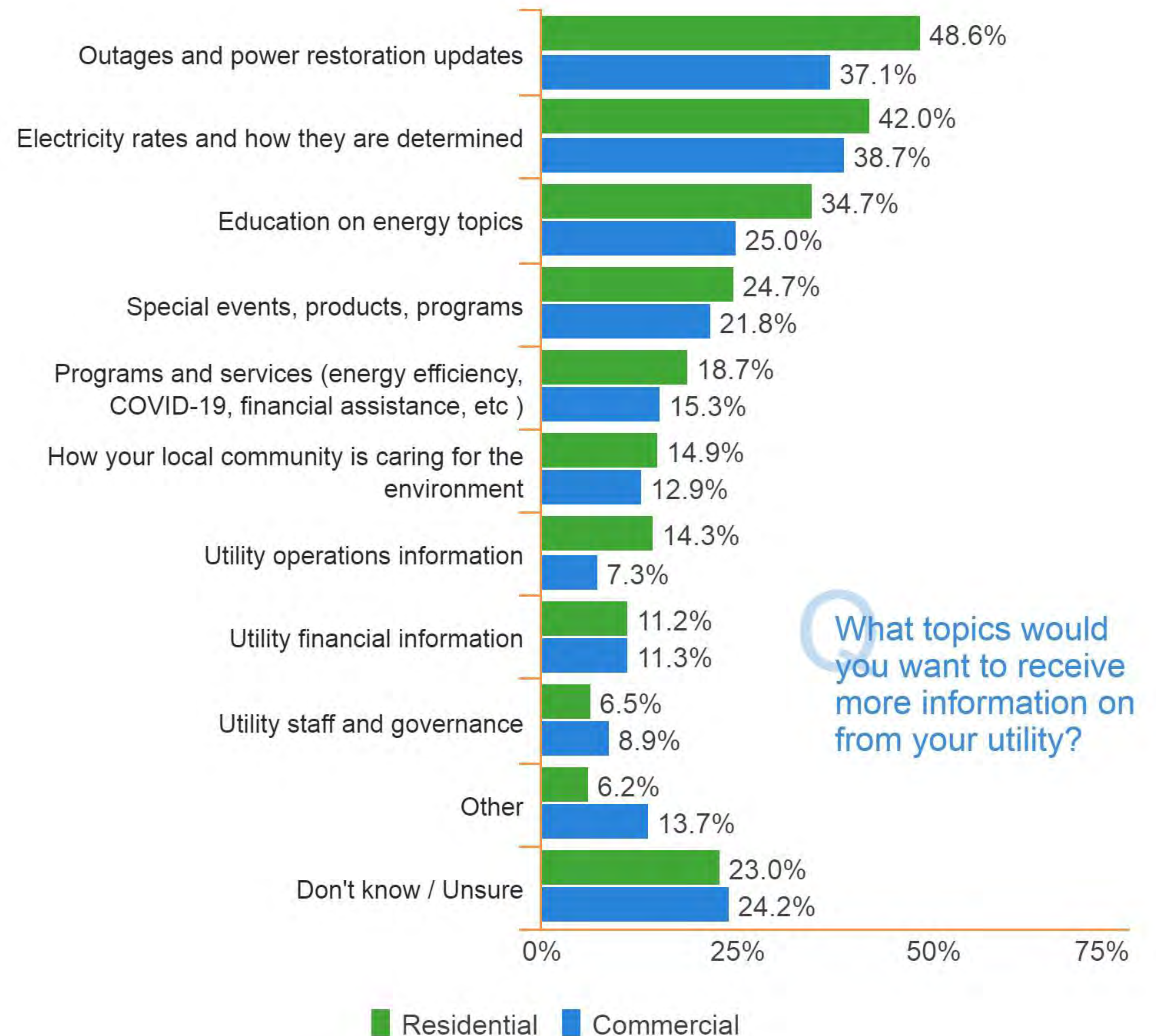
Prefer Information from KPUB via Email

Residential and commercial customers reported they both currently receive information about KPUB primarily via "email" (52.9% residential; 39.5% commercial) and would prefer to receive information from KPUB "email" (53.1% residential; 41.9% commercial).



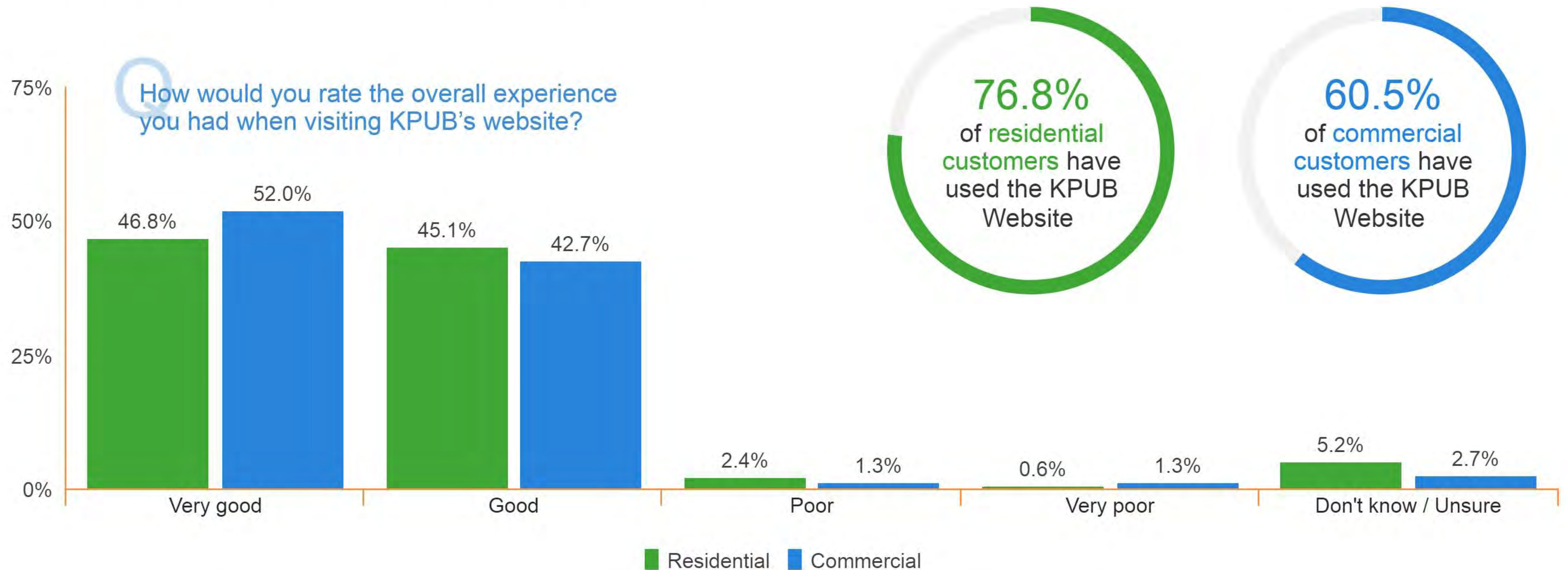
Want More Information on Outages and Restoration Updates

While residential customers indicated a preference for receiving more information from KPUB on "outage and power restoration updates" (48.6%), commercial customers prefer receiving more information on "electricity rates and how they are determined" (42.0%).



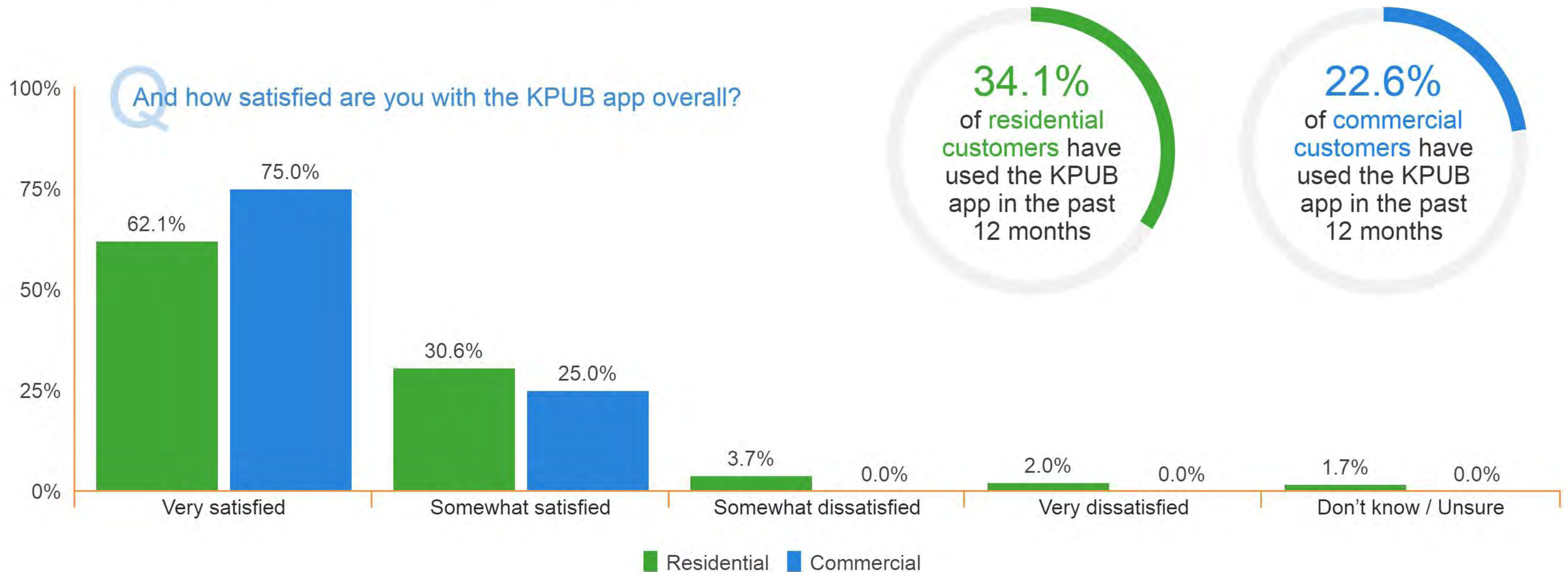
Highly Satisfied with Website Experience

More than three-quarters of residential customers (76.8%) and three-fifths of commercial customers (60.5%) have visited the KPUB website. Among those customers that have visited the KPUB website, the strong majority (91.9% residential; 94.7% commercial) reported having a "very good" (46.8% residential; 52.0% commercial) or "good" (45.1% residential; 42.7% commercial) experience when visiting the website.



Low Usage but Highly Satisfied with KPUB App

Roughly one-third of residential customers (34.1%) and one-fifth of commercial customers (22.6%) have used the KPUB app in the past 12 months. Among those customers that have used the KPUB app, the strong majority (92.7% residential; 100.0% commercial) reported having a "very good" (62.1% residential; 75.0% commercial) or "good" (30.6% residential; 25.0% commercial) experience when using the app.



Contact to Report an Outage or Activate Service

54.0% of both residential and commercial customers reported being in contact with KPUB in the past 12 months. The primary reasons for contacting KPUB among both residential and commercial customers were to "report an outage" (34.0% residential; 31.3% commercial), to "activate service" (16.0% residential; 13.4% commercial) or for a "question on bill (not a complaint)" (9.0% residential; 11.9% commercial).

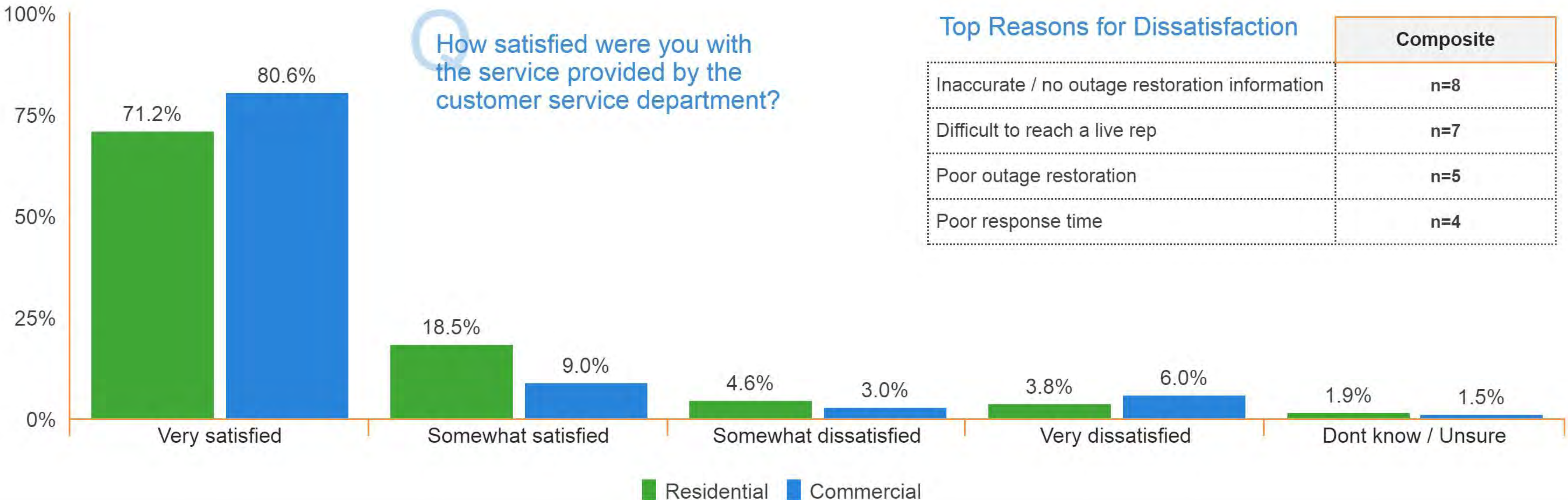


Top Purposes for Contact

	Residential	Commercial
Report an outage	34.0%	31.3%
Activate service	16.0%	13.4%
Question on bill (not a complaint)	9.0%	11.9%
To pay bill	8.8%	6.0%
Set up payment arrangement	6.5%	0.0%
Other (various)	6.5%	9.0%
Service call	4.8%	4.5%
Power outage/restoration	2.3%	6.0%
Address change	1.7%	4.5%
Schedule a visit	1.3%	0.0%

Highly Satisfied with Customer Service

Among those customers in contact with KPUB in the past 12 months, the strong majority of both residential (89.7%) and commercial customers (89.6%) reported being either "very satisfied" (71.2% residential; 80.6% commercial) or "somewhat satisfied" (18.5% residential; 9.0% commercial) with the service provided by the KPUB customer service department. Among those customers dissatisfied with the customer service department, the primary reason for dissatisfaction was "inaccurate/no outage restoration information," followed by "difficult to reach a live rep."

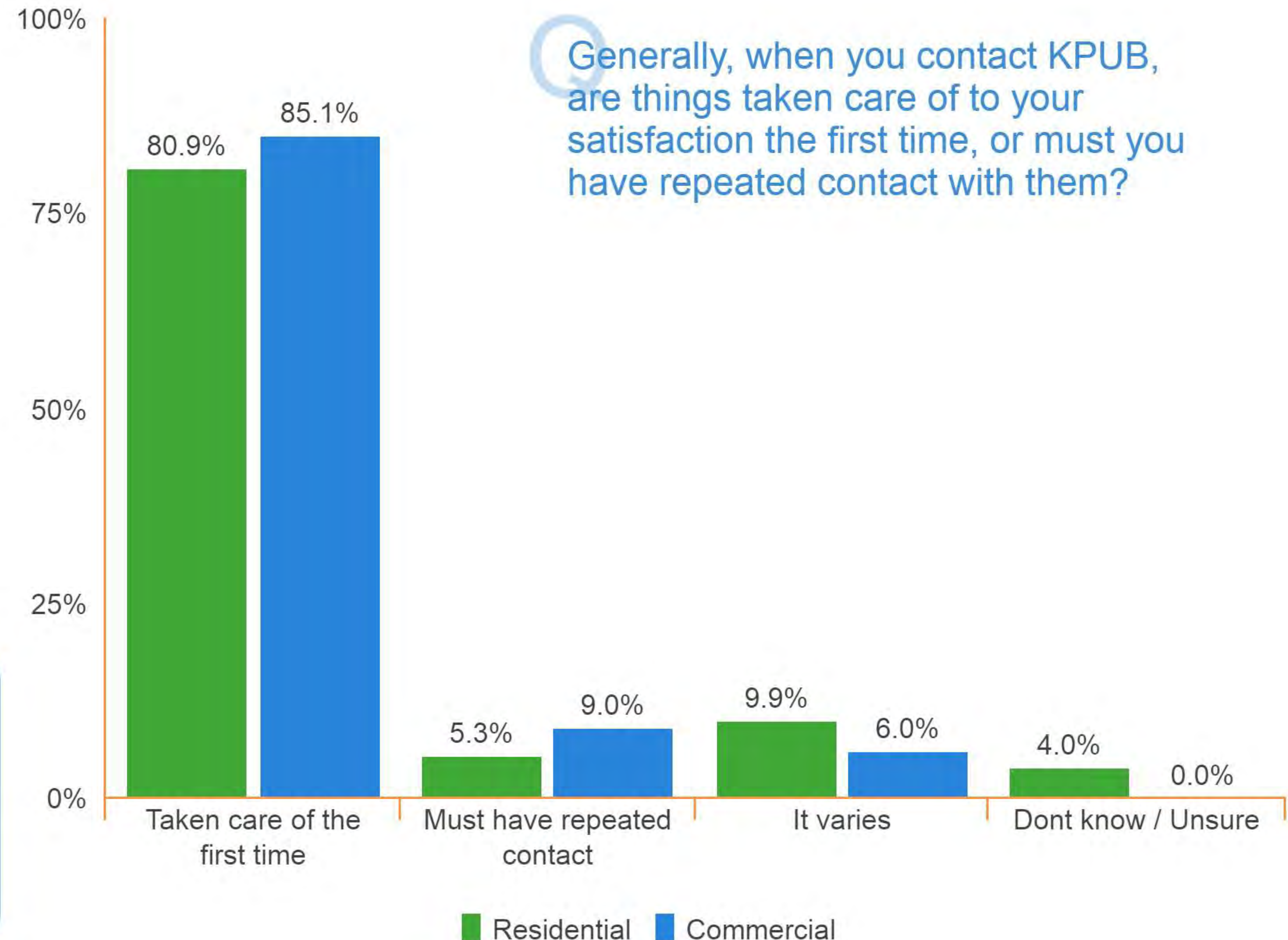


First Contact Resolution

More than four-fifths of residential (80.9%) and commercial customers (85.1%) reported that KPUB tends to resolve issues on the first contact. This is an important metric to track, as 94.8% of customers who reported their issue was resolved on first contact also reported to be “satisfied” overall with KPUB.

94.8%
of surveyed
customers

The average **overall satisfaction rating** among those who reported KPUB takes care of things the first time.



Follow-up with KPUB Requires Repeat Contact

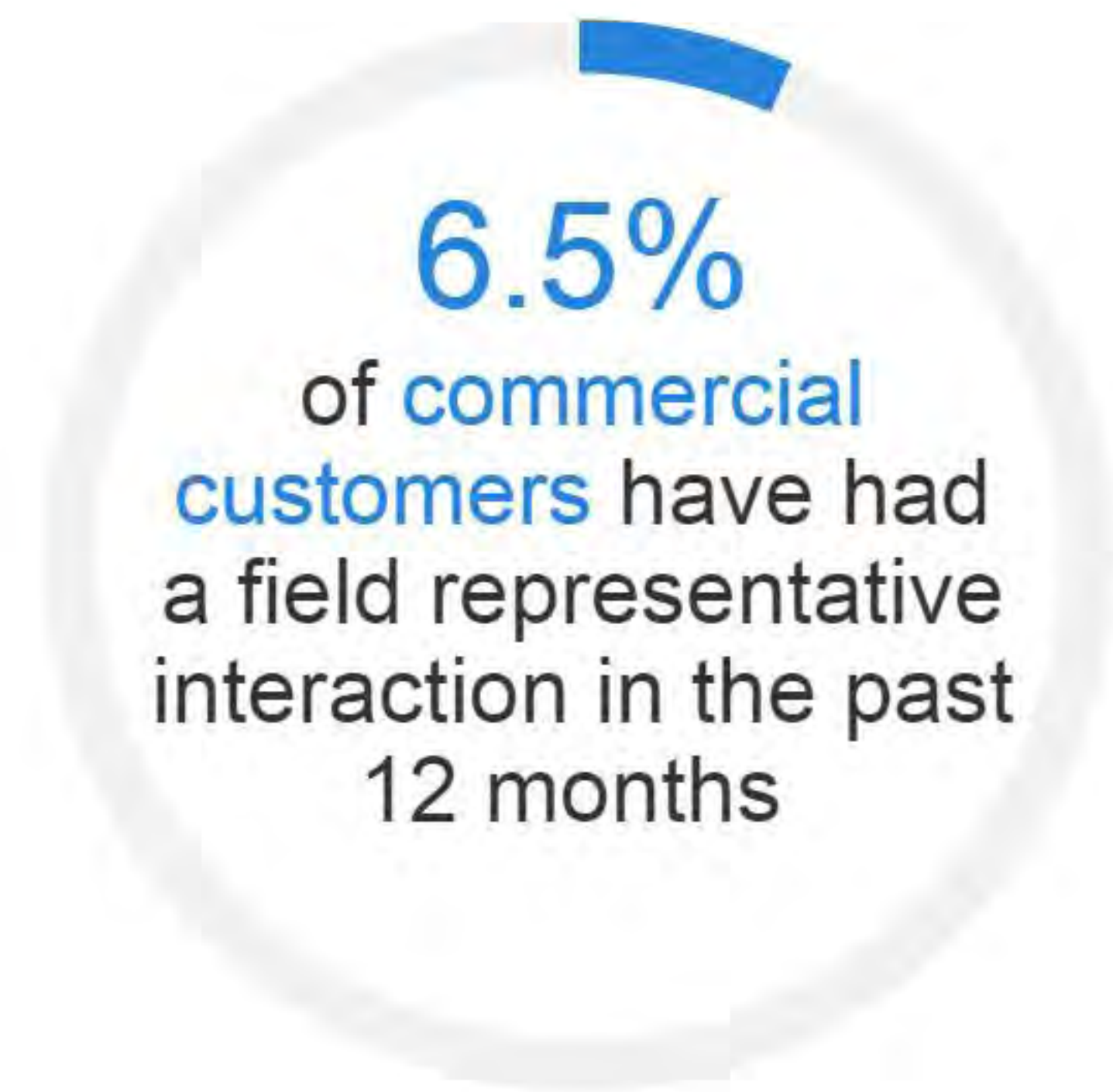
Among those customers that indicated KPUB does not take care of things to their satisfaction the first time, the primary reason for multiple contacts among both residential and commercial customers was they "had to call KPUB back for an answer" (n=28).

	Composite	Residential	Commercial
I had to call KPUB back for an answer	n=28	n=23	n=5
I had to call someone else to handle my question	n=9	n=8	n=1
A service appointment was needed	n=8	n=6	n=2
Power outage/restoration updates	n=8	n=8	n=0
I am still waiting for a call back	n=7	n=7	n=0
KPUB called me back with an answer	n=6	n=6	n=0
Someone else had to call me back	n=3	n=3	n=0
A test was required on my meter	n=0	n=0	n=0
Other (various)	n=5	n=5	n=0
Don't know / Unsure	n=27	n=25	n=2

Please indicate the primary reasons for having multiple contacts with KPUB before things were taken care of to your satisfaction?

Field Service Visits for Outage Restoration

Less than one-in-ten respondents (6.5% among both residential and commercial customers) reported having an interaction with a KPUB field representative in the past 12 months. Among those customers reporting an interaction, the primary reason for a field service visit among residential customers was for "outage restoration" (19.3%), while commercial customers primarily reported field service interactions for a "service problem" (25.0%).



Top Purposes for Field Service

	Residential	Commercial
Outage restoration	19.3%	12.5%
Connect service	15.8%	12.5%
Repair	15.8%	12.5%
Other (various)	14.0%	12.5%
Service problem	8.8%	25.0%
Routine check	5.3%	12.5%
New meter/change meter	5.3%	0.0%
Tree trimming/removal	5.3%	0.0%
Pole issue/moving power	5.3%	12.5%
Meter reading	3.5%	0.0%

Highly Satisfied with Field Service Department

The strong majority of both residential (94.8%) and commercial customers (87.5%) reported being either "very satisfied" (82.5% residential; 87.5% commercial) or "somewhat satisfied" (12.3% residential; 0.0% commercial) with the service provided by the KPUB field service department. The primary reasons for dissatisfaction with the field service department were "poor response time," "did not clean up after themselves" and "service request was outrageous."

How satisfied were you with the service provided by the field service department?

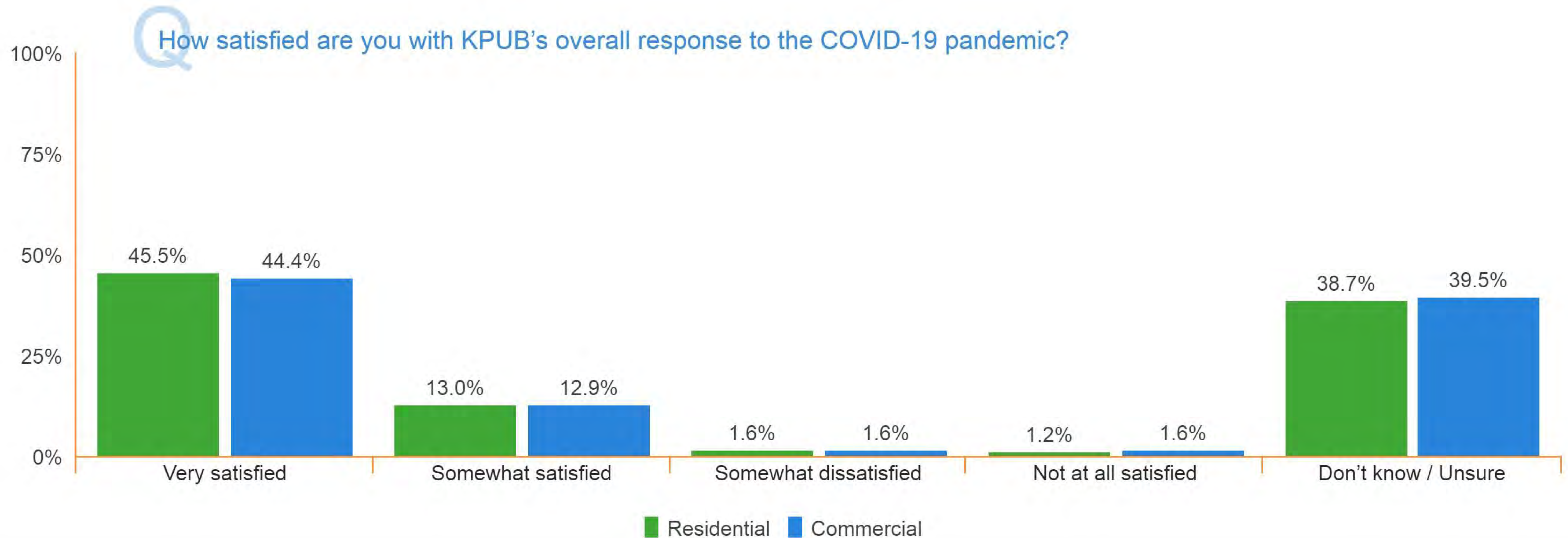


Top Reasons for Dissatisfaction

Reason	Composite
Poor response time	n=1
Did not clean up after themselves	n=1
Service request outrageous	n=1

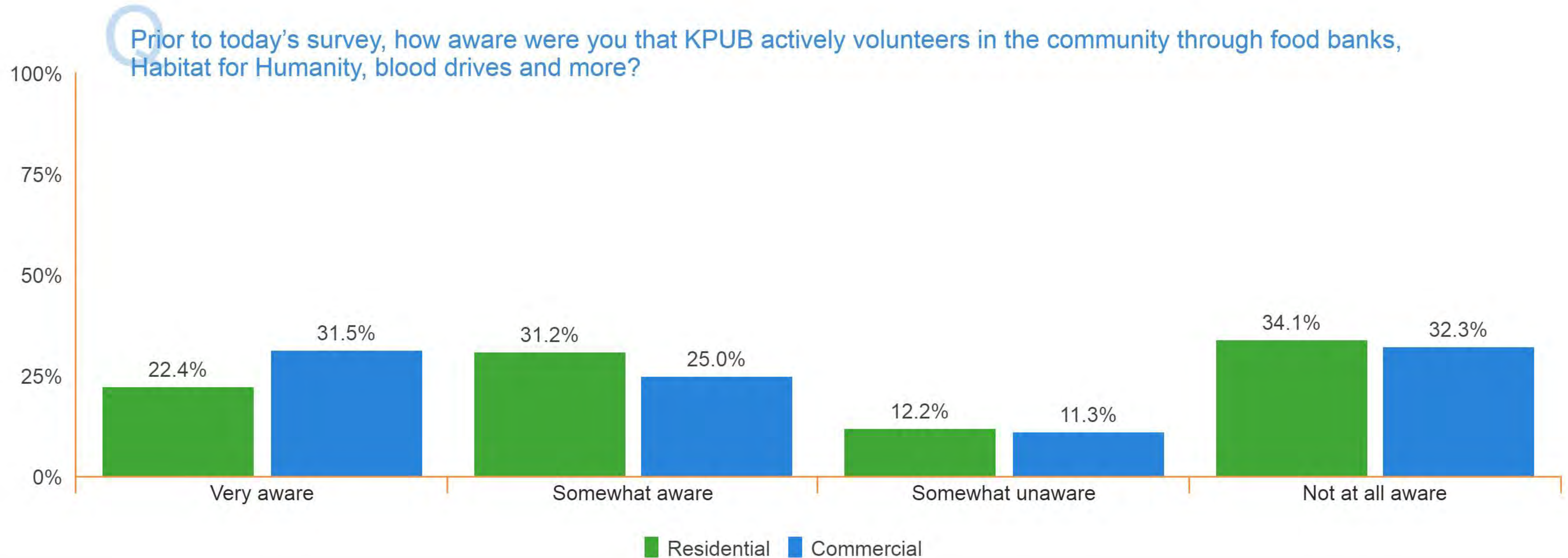
Satisfied yet Unsure of COVID-19 Response

More than one-half of both residential (58.5%) and commercial customers (57.3%) reported being either "very satisfied" (45.5% residential; 44.4% commercial) or "somewhat satisfied" (13.0% residential; 12.9% commercial) with KPUB's overall response to the COVID-19 pandemic, while nearly two-fifths of customers (38.7% residential; 39.5% commercial) reported being "unsure."



Mixed Awareness of Volunteer Activities

More than one-half of residential (53.6%) and commercial customers (56.5%) reported being "aware" of KPUB's various community involvement initiatives such as volunteering at food banks, Habitat for Humanity, and blood drives, while 46.3% of residential customers and 43.6% of commercial customers were "unaware" of these volunteer activities.



Highly Rate KPUB Communications

More than two-thirds of residential (70.2%) and commercial customers (73.3%) provided a positive rating (04 or 05 on a 5-point scale) with respect to KPUB informing and communicating with customers, while only 5.6% of residential and 8.0% of commercial customers provided a poor rating (01 or 02). It is important to note that 76.1% of residential customers and 66.1% of commercial customers reported it is important to them that KPUB is a municipally owned electric utility.

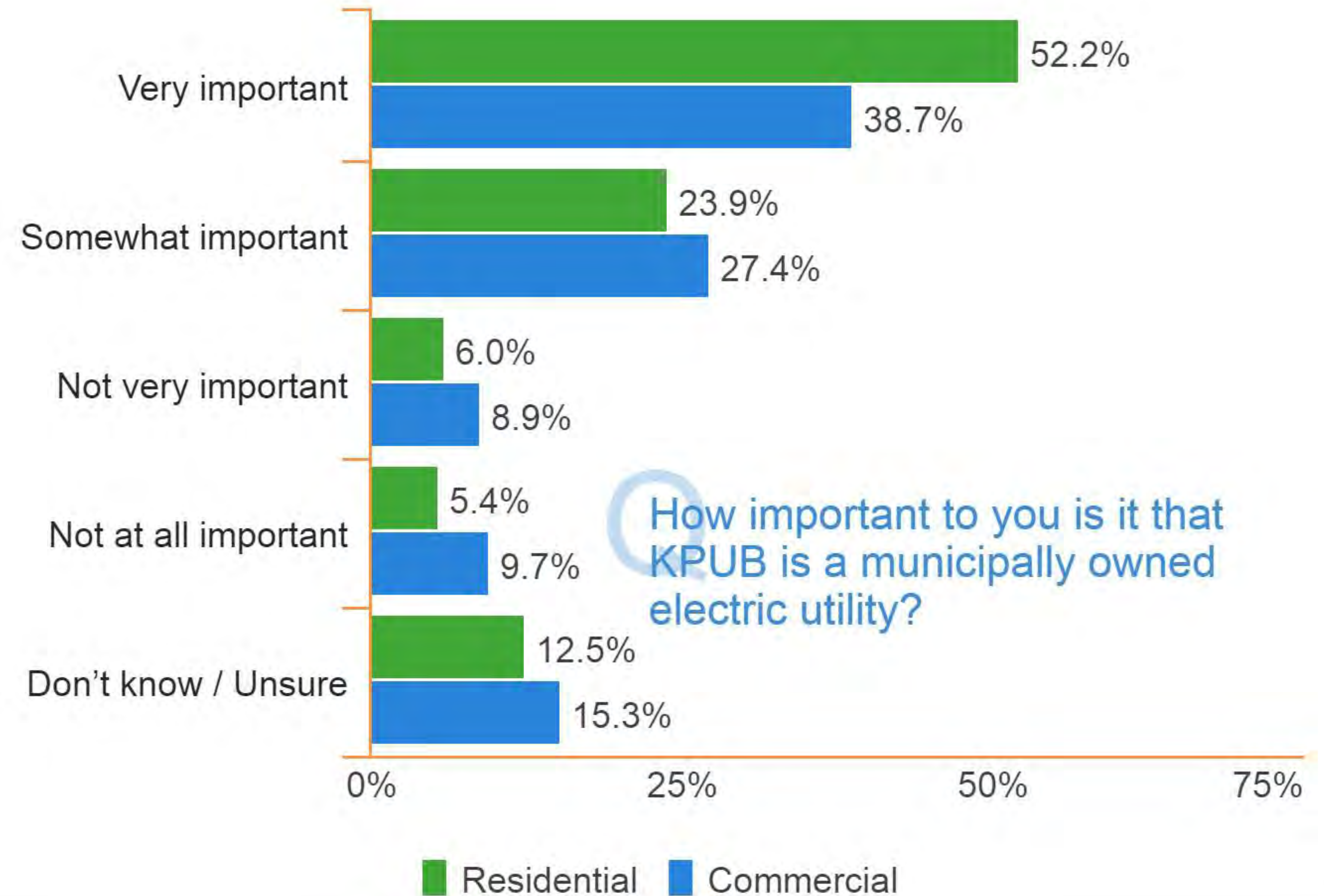
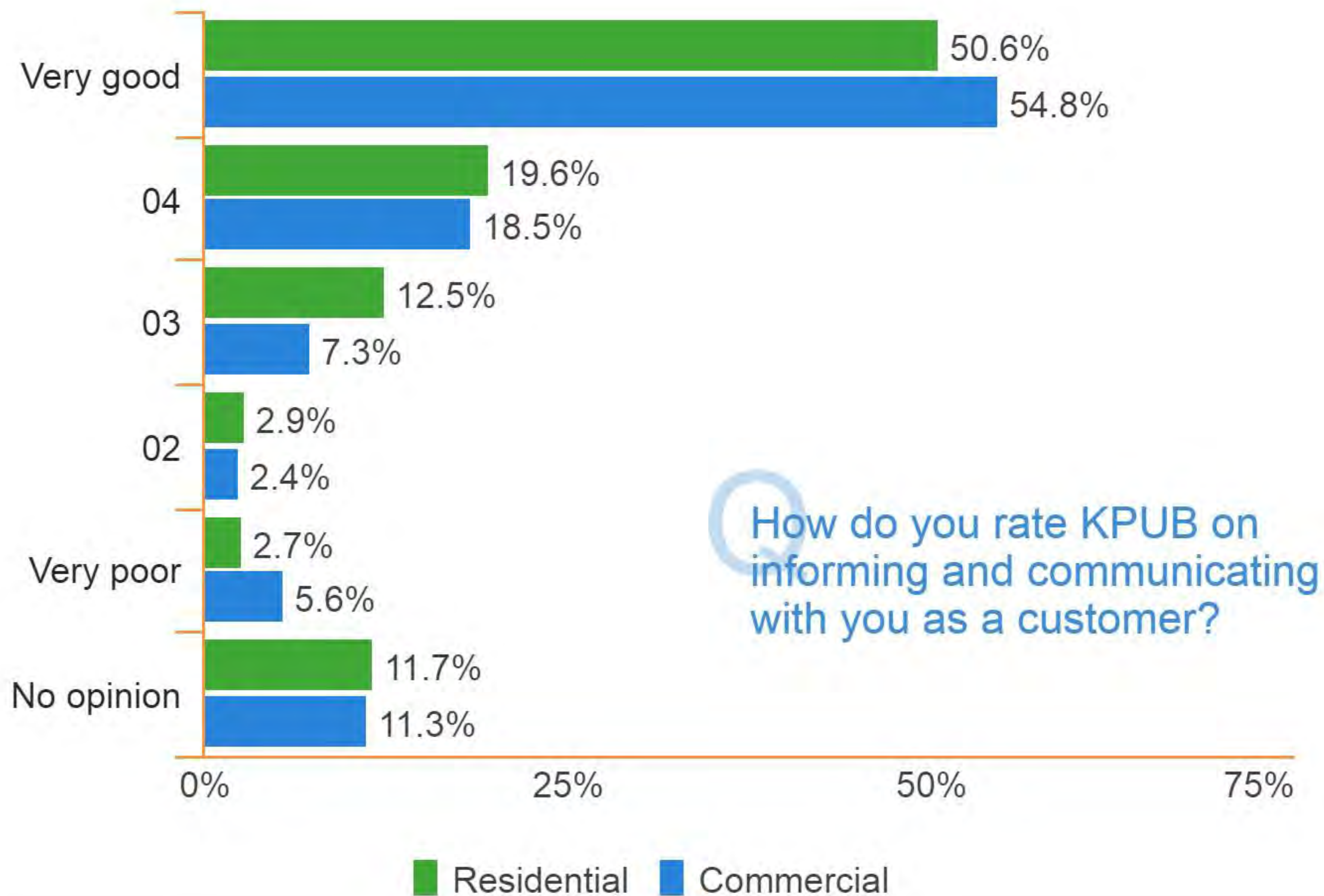


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Project Overview

SECTION THREE
Key Study Findings

SECTION FOUR
Considerations

SECTION FIVE
Aggregate Data (Provided Separately)



Considerations

- **Investigate first contact resolution.** In the first year of fielding, the frequency of first contact resolution among both residential and commercial customers was below 90.0%. The strong correlation between first contact resolution and overall satisfaction is a metric consistent across utilities nationwide, and KPUB should investigate potential ways to increase first contact resolution between residential and commercial respondents.
 - Additional training for customer service staff may be necessary to ensure all are well equipped to solve issues and questions on the first point of contact rather than needing to seek additional information and require multiple points of contact for the customer.
 - Additionally, readers should note that 28 total respondents indicated they called KPUB and there was no answer, which resulted in the need for multiple contacts. KPUB should consider implementing an IVR system in order to avoid scenarios where customers are unable to get in contact with the utility.
- **Develop marketing communications regarding the SmartHub App.** Overall, customers who used the SmartHub App were very satisfied with their experience, yet use of the app was low, marking an opportunity to convert those who are not using it. If not already being distributed, KPUB should send marketing communications through email and bill inserts in order to promote the KPUB app and convert customers who are currently unaware yet may be interested.
- **Educate customers on various KPUB services and community outreach.** The declined satisfaction in programs and services offered and awareness of KPUB's various community outreach efforts could both be improved by educating customers through various methods, such as bill inserts, email campaigns and newsletters. Improving awareness would likely improve engagement, and overall satisfaction with KPUB.

Michael Vigeant CEO

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MEMORANDUM

TO: Philip Stacy
Mark Cowden
Larry Howard
Bill Thomas
Mayor Bill Blackburn

FROM: Amy Dozier

DATE: October 13, 2021

SUBJECT: Agenda Item No. 9 - Resolution No. 21-27

Presented for your review, wire transfers for operating expenses.

I. WIRE TRANSFERS - Operating Expense

LCRA - Power Cost Billing 08/01/2021 to 08/31/2021.

Paid September 29, 2021 Transfer from TexPool Investment Fund to LCRA.

\$ 567,946.59

CPS ENERGY - Power Cost Billing 08/01/2021 to 08/31/2021.

Paid September 21, 2021 Transfer from TexPool Investment Fund to CPS ENERGY.

\$ 1,507,001.74

ERCOT-CRR AUCTION INVOICE

Paid September 20, 2021 Transfer from TexPool Investment Fund to ERCOT.

\$ 78,032.07

ERCOT-ANNUAL MEMBERSHIP

Paid October 4, 2021 Transfer from TexPool Investment Fund to ERCOT.

\$ 2,000.00

NEXTERA - Power Cost Billing 08/01/2021 to 08/31/2021.

Paid September 16, 2021 Transfer from TexPool Investment Fund to NEXTERA.

\$ 485,088.00

DG TEXAS SOLAR, LLC - Power Cost Billing 08/01/2021 to 08/31/2021.

Paid September 20, 2021 Transfer from TexPool Investment Fund to DG TEXAS SOLAR, LLC.

\$ 61,342.87

CONCHO BLUFF - Power Cost Billing 08/01/2021 to 08/31/2021.

Paid September 27, 2021 Transfer from TexPool Investment Fund to CONCHO BLUFF.

\$ 263,744.86

ENGIE LONG DRAW SOLAR - Power Cost Billing 08/01/2021 to 08/31/2021.

Paid September 24, 2021 Transfer from TexPool Investment Fund to ENGIE LONG DRAW SOLAR.

\$ 112,094.54

II. WIRE TRANSFERS – Investments

A. Transfer from Happy State Bank operating account to Happy State Bank Investment Fund:

<u>Date</u>	<u>Amount</u>
September 15, 2021	\$ 500,000.00
September 20, 2021	\$ 700,000.00
September 24, 2021	\$ 700,000.00
September 27, 2021	\$ 400,000.00
September 30, 2021	\$ 800,000.00
October 4, 2021	\$ 700,000.00
October 11, 2021	\$ 450,000.00

III. ACH TRANSFERS - Payroll

Automated Clearing House for Pay Periods Ending:

September 17, 2021	\$ 107,987.29
October 1, 2021	\$ 108,207.58

IV. ACH TRANSFERS - Payroll - Federal Reserve Bank

Federal Withholding and FICA for Period Ending:

September 17, 2021	\$ 37,901.75
October 1, 2021	\$ 37,705.01

V. WIRE TRANSFER - TMRS and TML

Texas Municipal Retirement System (TMRS)

Retirement Plan Contribution

for the month of August – Paid 9/14/2021

\$ 64,923.82

Texas Municipal Retirement System (TMRS)

Retirement Plan Contribution

for the month of September – Paid 10/13/2021

\$ 64,9253.09

Texas Municipal League (TML)

Monthly Premium - Medical, Dental, Vision and Life

for the month of October – Paid 10/01/2021

\$ 53,309.49

Texas Municipal League (TML)

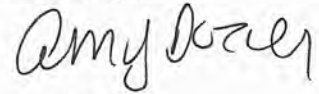
Annual Insurance (Worker’s Comp, General Liability

Vehicle, Personal Prop, Errors & Omissions) – Paid 10/01/2021

\$ 154,770.73

If you have any questions on the items presented for payment, I will be happy to answer them at your convenience.

Sincerely,

A handwritten signature in black ink that reads "Amy Dozier". The signature is written in a cursive, flowing style.

Amy Dozier
Director of Finance

RESOLUTION NO. 21-27

A RESOLUTION OF THE KERRVILLE PUBLIC UTILITY BOARD CONFIRMING AND AUTHORIZING THE PAYMENTS OF INVOICES AS APPROVED AND PRESENTED BY THE CHIEF FINANCIAL OFFICER AND GENERAL MANAGER / CEO.

WHEREAS, the providers of services or material have submitted invoices for payment;
and

WHEREAS, the Chief Financial Officer or General Manager/CEO has reviewed the invoices and approved payments for services rendered or material received.

WHEREAS, the items marked "Paid" have been previously approved by the Board and are included in this Resolution for information; now, therefore,

BE IT RESOLVED BY THE KERRVILLE PUBLIC UTILITY BOARD THAT:

Section 1. That the Kerrville Public Utility Board review payment of the items set forth on the preceding Schedule.

Section 2. That the Kerrville Public Utility Board instructs the General Manager/CEO or his designee to make said payments and ratifies the payment of the items marked "Paid."

Section 3. This Resolution shall take effect immediately from and after its passage.

PASSED, APPROVED AND ADOPTED on this 20th day of October, 2021

Philip Stacy, Chairman

ATTEST:

Larry Howard, Secretary

MEMORANDUM

To: Philip Stacy
Mark Cowden
Larry Howard
Bill Thomas
Mayor Bill Blackburn

From: Amy Dozier

Date: October 13, 2021

Re: Agenda Item No. 10 — Financial Report

The September 2021 financial statements will be presented at next month's meeting. Each month we use estimates for certain expense items, such as purchased power, in order to close the books quickly. However, in order to accurately state our financial position at year-end, we leave the books open a few extra weeks to record actual instead of estimated expenses for September.

So, September is not yet closed, but the attached presentation discusses several important highlights and estimates for KPUB's full year results.

In addition, please find quarterly reports that detail individual purchases over \$10,000 in the quarter ended September 30, 2021 as well as a report showing cumulative purchases over \$10,000 to a single vendor in the last twelve months.

The Power Cost Adjustment (PCA) remained at \$95.00 for September. After recording an estimate for unbilled February 2021 power supply cost prior to year-end, the over collected power cost balance fell to \$1.6 million. The PCA is expected to remain stable at \$95.00 for the foreseeable future.

Sincerely,



Amy Dozier
Director of Finance

Kerrville Public Utility Board

REGULAR MONTHLY BOARD MEETING
FINANCIAL REPORT

OCTOBER 20, 2021 | 8:30 A.M.



September 2021

- **FINAL SEPTEMBER AND FY2021 RESULTS WILL BE PRESENTED AT NEXT MONTH'S BOARD MEETING**

- Estimates for items such as purchased power are used at month-end in order to close the books quickly
- At year-end, we leave our books open 2-3 extra weeks in order to record actual amounts instead of estimates for year-end financial reporting
- Annual audit fieldwork begins October 25th

- **SEPTEMBER 2021 WILL CONTAIN YEAR-END ADJUSTMENTS**

- Annual adjustment for Pension and Other Post Employment Benefits (OPEB)
- Estimate for remaining unbilled portion of February 2021 power supply expense



Pension and OPEB

HIGHLIGHTS

- ACTUARIAL VALUATION COMPLETED ANNUALLY
- YEAR-END ADJUSTMENTS BASED ON UPDATED VALUATION
- GOOD NEWS FOR FY2021
 - Pension and OPEB year-end adjustment is a **CREDIT of \$525K** recorded in September
 - Credit is primarily a result of better than expected investment return
 - KPUB's pension funding percentage increased from 96.12% to **97.50% funded** and is better than the 89.5% funded ratio of TMRS as a whole



February 2021 Adjustment

- **FEBRUARY 2021 POWER COST**

1. Unknown due to pending litigation
2. For financial reporting purposes, February expense will be estimated at actual kWh's purchased * average historical cost
3. Estimate will be disclosed in financial statement footnotes

- **RESULTS OF THIS TREATMENT:**

1. Additional \$6.2M in purchased power cost for February being recorded in September
2. Over collected balance of \$1.6M at 9/30/2021
3. 9/30/2021 balance sheet will show an unusually large accounts payable balance
4. September will show unusually high power cost



FY2021 FINANCIAL HIGHLIGHTS

FY2021 ESTIMATED RESULTS:

1. Increase in net position of approximately \$2.1M
2. Operating revenue of \$42.6M or 2% higher than FY2020
3. Purchased power expense of \$28.4M or 3% higher than FY2020
4. Operating expense of \$39.5M or < 1% higher than FY2020
5. Cash and Investments of \$29.9M at 9/30/2021.



KERRVILLE PUBLIC UTILITY BOARD
 PAYMENT REGISTER
 INDIVIDUAL PAYMENTS > \$10,000
 JULY 1, 2021 TO SEPTEMBER 30, 2021

CHECK/ TRANS #	DATE	PMT TYPE	VENDOR #	VENDOR NAME	REFERENCE	AMOUNT
1752	09/16/21	DD	108	CITY OF KERRVILLE	3% GROSS REVENUES FEES-AUGUST	\$ 129,972.55
1706	08/12/21	DD	108	CITY OF KERRVILLE	3% GROSS REVENUES FEES-JULY	128,923.69
1675	07/15/21	DD	108	CITY OF KERRVILLE	3% GROSS REVENUES FEES-JUNE	96,238.49
1656	07/01/21	DD	1147	LINETEC SERVICES LLC	MISC. SERVICES WO4103211-715 BOW LANE	88,466.96
1693	07/29/21	DD	1147	LINETEC SERVICES LLC	MISC. CHARGES WO4108431-SYSTEM IMPROVE	40,974.65
1757	09/16/21	DD	5415	SCHNEIDER ENGINEERING, LLC	GENERAL SUBSTATION ENGINEERING	34,081.35
1660	07/01/21	DD	18391	TEXAS ELECTRIC COOPERATIVES, INC.	LANDISGYR LABOR METER REPAIR/RECALIBRAT	32,974.40
1722	08/26/21	DD	17273	STUART C. IRBY COMPANY	VOLTAGE REGULATOR CONTROLLERS-DA PROJ.	32,947.18
133062	07/08/21	CHK	426	CITY OF INGRAM	2% REVENUES FRANCHISE FEE ASSESSMENT	30,038.50
1774	09/30/21	DD	1147	LINETEC SERVICES LLC	MISCELLANEOUS-411 INGRAM LOOP	29,315.54
1669	07/08/21	DD	1531	TOWNSEND TREE SERVICE COMPANY LLC	TREE TRIMMING SERVICES NTX22 WE06042021	28,119.10
1677	07/15/21	DD	25169	NISC, INC.	SOFTWARE/ENGINEERING SUPPORT-JUNE	27,389.41
133110	07/09/21	CHK	915	MERCER PERSONNEL MGT CENTER	RECRUITING FEES-DIRECTOR OF FINANCE	27,206.00
1753	09/16/21	DD	1272	LANDIS+GYR TECHNOLOGY INC	DA DEPLOYMENT-PHASE 2	25,951.00
133328	09/02/21	CHK	52	MAXEY ENERGY COMPANY	DIESEL 3848 GALLONS/UNLEADED 4319 GALLON	22,082.16
1744	09/09/21	DD	70	TECHLINE INCORPORATED	50KVA CONV 2 120/240 OH TRANSFORMERS	21,466.00
1758	09/16/21	DD	17273	STUART C. IRBY COMPANY	LEATHER DRIVER GLOVES	21,131.70
133341	09/09/21	CHK	8804	DELL MARKETING L.P.	DELL PRECISION LAPTOPS 7550(8)	19,973.92
622	08/31/21	WIRE	892	CARD SERVICE CENTER	CARD ENDING IN 0684-M. WITTLER	19,399.09
1729	09/02/21	DD	17273	STUART C. IRBY COMPANY	OBSTRUCTION LIGHT FIXTURES-SINGLE/DOUBLE	19,204.41
1659	07/01/21	DD	70	TECHLINE INCORPORATED	FIBERGLASS TANGENT	18,496.00
133112	07/15/21	CHK	273	COMPUTER SOLUTIONS	SMARTNET CONTRACT 7/28/21-7/27/22	17,999.37
1755	09/16/21	DD	25169	NISC, INC.	SOFTWARE/ENGINEERING SERVICES-AUGUST	17,965.33
1719	08/26/21	DD	25169	NISC, INC.	SOFTWARE/ENGINEERING SUPPORT-JULY	17,184.96
133206	08/05/21	CHK	18103	GLOBAL RENTAL CO., INC.	TRAILER FOR BACKYARD MACHINE-ADDITION	16,660.00
1687	07/22/21	DD	1531	TOWNSEND TREE SERVICE COMPANY LLC	TREE TRIMMING SERVICES NTXGF-WE07102021	15,892.40
1695	07/29/21	DD	17273	STUART C. IRBY COMPANY	1/2" SILICONE BRONZE BOLTS	15,862.00
1701	08/05/21	DD	17273	STUART C. IRBY COMPANY	ANCHOR STUD	14,055.48
1713	08/19/21	DD	1531	TOWNSEND TREE SERVICE COMPANY LLC	TREE TRIMMING SERVICES WE07312021 NTXGF	13,588.00
133178	07/29/21	CHK	8804	DELL MARKETING L.P.	MAINTENANCE RENEWAL-PROSUPPORT	12,492.82

KERRVILLE PUBLIC UTILITY BOARD
 PAYMENT REGISTER
 INDIVIDUAL PAYMENTS > \$10,000
 JULY 1, 2021 TO SEPTEMBER 30, 2021

CHECK/ TRANS #	DATE	PMT TYPE	VENDOR #	VENDOR NAME	REFERENCE	AMOUNT
1658	07/01/21	DD	17273	STUART C. IRBY COMPANY	URD TRANSFORMER 1PH 100KVA	12,145.56
649	09/30/21	WIRE	892	CARD SERVICE CENTER	CARD ENDING IN 0684-M. WITTLER	12,129.64
1754	09/16/21	DD	1147	LINETEC SERVICES LLC	MISCELLANEOUS SERVICES-SYSTEM IMPROVEMEN	12,082.26
1761	09/16/21	DD	1531	TOWNSEND TREE SERVICE COMPANY LLC	TREE TRIMMING SERVICES NTX23 WE08282021	11,623.89
604	07/31/21	WIRE	892	CARD SERVICE CENTER	CARD ENDING IN 2680-T.RILEY	10,811.04
1678	07/15/21	DD	17273	STUART C. IRBY COMPANY	35/5 & 45/3 CREOSOTE POLES	10,759.09
1724	08/26/21	DD	18391	TEXAS ELECTRIC COOPERATIVES, INC.	25KVA 7200 12/240 OH TRANSFORMER	10,690.00
133182	07/29/21	CHK	110	LOWER COLORADO RIVER AUTHORITY	KPUB MOBILE XFRMR	10,304.08
1686	07/22/21	DD	17273	STUART C. IRBY COMPANY	3PH PAD MOUNT 225KVA	10,299.00
1711	08/19/21	DD	25169	NISC, INC.	BILLING SERVICES-JULY	10,279.93
133149	07/22/21	CHK	1473	FEDRESULTS, INC	VALIMAIL ENFORCE GOVERNMENT EDITION	10,000.00
133260	08/12/21	CHK	110	LOWER COLORADO RIVER AUTHORITY	DAILY MOBILE USAGE-LEGION T1	10,000.00
TOTAL						<u><u>\$ 1,167,176.95</u></u>

KERRVILLE PUBLIC UTILITY BOARD
VENDOR PAYMENTS TOTALING OVER \$10,000
ROLLING 12 MONTHS ENDED SEPTEMBER 30, 2021

	VENDOR NAME	OCT-DEC 2020	JAN-MAR 2021	APR-JUNE 2021	JULY 2021	AUGUST 2021	SEPTEMBER 2021	GRAND TOTAL
1	CITY OF KERRVILLE	\$ 223,853.90	\$ 422,382.22	\$ 289,786.23	\$ 96,651.80	\$ 129,232.37	\$ 130,176.07	\$ 1,292,082.59
2	TOWNSEND TREE SERVICE COMPANY LLC	108,454.14	152,466.86	107,110.25	58,761.38	28,896.69	31,382.45	487,071.77
3	GREENSTONE ELECTRICAL SERVICES LLC	9,025.00	245,744.03	218,486.97	-	-	-	473,256.00
4	LINETEC SERVICES LLC	8,126.00	27,745.09	196,652.78	129,441.61	-	46,307.03	408,272.51
5	STUART C. IRBY COMPANY	26,458.80	109,654.76	73,092.61	50,702.09	47,942.70	42,053.85	349,904.81
6	TEXAS ELECTRIC COOPERATIVES, INC.	130,316.87	121,409.47	26,321.06	37,003.65	16,240.00	12,751.25	344,042.30
7	NISC, INC.	83,197.22	83,586.34	87,288.70	27,389.41	27,464.89	27,418.78	336,345.34
8	TECHLINE INCORPORATED	79,012.93	37,580.73	40,549.09	24,354.25	4,192.69	31,274.03	216,963.72
9	TEREX UTILITIES SOUTH, INC.	208,000.00	-	536.72	-	-	-	208,536.72
10	SCHNEIDER ENGINEERING, LLC	47,427.80	36,176.25	54,651.55	-	9,111.25	37,468.85	184,835.70
11	ALTEC INDUSTRIES, INC.	97.89	166,255.12	498.01	6,361.44	93.26	463.30	173,769.02
12	LOWER COLORADO RIVER AUTHORITY	119,043.73	1,319.44	2,257.50	10,304.08	15,449.85	-	148,374.60
13	CARD SERVICE CENTER	25,744.04	22,897.65	49,841.62	10,811.04	19,399.09	12,129.64	140,823.08
14	SCHWEITZER ENGINEERING LABS, INC.	-	128,885.00	830.00	-	-	-	129,715.00
15	WESCO DISTRIBUTION, INC.	87,495.72	5,702.42	11,035.16	1,062.34	8,533.85	3,043.54	116,873.03
16	PRESIDIO NETWORKED SOLUTIONS GROUP, LLC	26,169.21	70,879.78	409.05	412.50	-	330.00	98,200.54
17	LANDIS+GYR TECHNOLOGY INC	6,818.52	47,200.24	9,350.04	-	3,119.04	29,067.28	95,555.12
18	COMPUTER SOLUTIONS	34,452.63	13,652.54	17,390.98	26,054.37	3,330.00	-	94,880.52
19	BRYCOMM, LLC	58,370.00	-	33,560.00	-	-	-	91,930.00
20	OSMOSE UTILITIES SERVICES INC	-	64,317.49	20,505.09	-	-	-	84,822.58
21	TSE INTERNATIONAL	-	-	82,814.00	-	-	-	82,814.00
22	MAXEY ENERGY COMPANY	-	-	56,994.64	-	-	22,082.16	79,076.80
23	DAVIDSON TROILO REAM & GARZA	8,546.80	12,504.00	21,351.25	10,820.93	9,482.50	9,307.05	72,012.53
24	ANIXTER INC	15,395.26	46,920.00	-	-	-	-	62,315.26
25	CITY OF INGRAM	-	31,618.84	-	30,038.50	-	-	61,657.34
26	COOPERATIVE RESPONSE CENTER, INC.	12,638.10	16,507.97	15,760.09	5,032.46	4,678.00	4,501.99	59,118.61
27	MERCER PERSONNEL MGT CENTER	-	-	28,123.56	27,206.00	-	-	55,329.56
28	KEN STOEPPEL FORD	-	53,734.74	-	-	-	-	53,734.74
29	DELL MARKETING L.P.	902.52	-	13,064.67	16,963.94	-	19,973.92	50,905.05
30	KRAUSS GARAGE	8,913.18	4,804.07	22,026.72	8,458.08	-	5,596.05	49,798.10
31	SHI GOVERNMENT SOLUTIONS INC	11,503.97	27,528.20	9,251.90	-	-	-	48,284.07
32	KERRVILLE ECONOMIC DEVELOPMENT CORP	39,500.00	-	-	-	-	-	39,500.00
33	USIC LOCATING SERVICES, INC.	9,061.03	8,213.14	10,357.24	3,846.02	3,894.29	4,084.21	39,455.93
34	JUAN J MARTINEZ JR	9,000.00	9,000.00	10,255.00	2,900.00	2,900.00	3,075.00	37,130.00
35	BOLINGER, SEGARS, GILBERT & MOSS LLP	26,000.00	11,000.00	-	-	-	-	37,000.00
36	MARMON UTILITY LLC	36,500.00	-	-	-	-	-	36,500.00
37	JF PETROLEUM GROUP	-	-	29,448.55	-	4,990.02	-	34,438.57
38	STATE COMPTROLLER	33,947.07	-	-	-	-	-	33,947.07
39	KERRVILLE PUBLIC UTILITY BOARD-ELECTRIC	7,786.32	8,618.52	7,506.13	3,016.87	3,429.55	3,461.50	33,818.89
40	AMERICAN FIDELITY ASSURANCE CO	10,560.00	5,299.20	7,948.80	2,500.48	2,500.48	2,460.58	31,269.54
41	INTEGRAL AV SOLUTIONS, LLC	23,794.58	4,997.97	1,955.10	-	-	-	30,747.65
42	AMERICAN PUBLIC POWER ASSN CORP	585.00	-	29,355.21	635.00	-	-	30,575.21

KERRVILLE PUBLIC UTILITY BOARD
VENDOR PAYMENTS TOTALING OVER \$10,000
ROLLING 12 MONTHS ENDED SEPTEMBER 30, 2021

	VENDOR NAME	OCT-DEC 2020	JAN-MAR 2021	APR-JUNE 2021	JULY 2021	AUGUST 2021	SEPTEMBER 2021	GRAND TOTAL
43	FITCH RATINGS, INC	-	-	30,000.00	-	-	-	30,000.00
44	RAPID7 LLC	23,922.75	5,160.00	-	-	-	-	29,082.75
45	VERIZON WIRELESS	6,093.90	6,942.14	7,104.47	2,778.61	2,397.15	2,454.20	27,770.47
46	METROPOLITAN LIFE INS. CO.	6,723.11	4,680.94	6,961.80	4,302.96	-	3,674.69	26,343.50
47	SECOR EQUIPMENT COMPANY, INC.	-	23,980.00	421.97	-	-	-	24,401.97
48	STERLING COMPUTERS CORPORATION	24,203.52	-	-	-	-	-	24,203.52
49	WELLBORN ENGINEERING & SURVEYING	21,852.73	2,042.50	-	-	-	-	23,895.23
50	TEXAS FIRST GROUP REPLACEMENT SVC, INC.	-	-	22,132.94	-	-	-	22,132.94
51	ECOMPLIANCE INC	-	-	21,277.15	-	-	-	21,277.15
52	INCEPTION CONCEPTS LLC	14,616.82	-	2,500.00	-	-	-	17,116.82
53	REPUBLIC SERVICES #859, INC.	3,325.52	4,645.14	4,430.87	1,096.66	1,060.21	2,174.90	16,733.30
54	GLOBAL RENTAL CO., INC.	-	-	-	-	16,660.00	-	16,660.00
55	KERRVILLE RANCH AND PET CENTER	3,267.85	1,692.20	11,548.97	-	135.95	-	16,644.97
56	WILLIAMS SCOTSMAN, INC.	-	8,254.00	3,988.44	1,326.15	1,326.15	1,326.15	16,220.89
57	KBS ELECTRICAL DISTRIBUTORS INC.	4,642.50	1,294.50	1,306.32	1,783.20	-	6,000.15	15,026.67
58	LONESTAR FIELD SERVICES	3,190.00	3,610.00	2,821.63	2,700.00	2,463.55	-	14,785.18
59	HILL COUNTRY TELEPHONE COOPERATIVE, INC.	3,012.66	2,996.64	4,147.89	1,528.83	1,528.83	1,528.83	14,743.68
60	EXPRESS SERVICES, INC.	-	-	-	5,345.74	4,530.64	3,502.63	13,379.01
61	KEL-CO LANDSCAPING & LAWN SERVICE	2,700.00	2,700.00	4,400.00	900.00	900.00	900.00	12,500.00
62	BENNO'S ELECTRIC LLC	837.93	2,105.00	8,998.53	124.50	-	-	12,065.96
63	STEPHEN B SCHULTE, P.C.	1,812.50	3,650.00	2,310.00	875.00	1,062.50	2,087.50	11,797.50
64	KWIKSIGNS	9,513.50	-	1,808.00	-	-	67.12	11,388.62
65	RICHARD C DREISS	-	3,750.00	4,800.00	2,700.00	-	-	11,250.00
66	GREATBLUE RESEARCH, INC.	-	-	10,750.00	-	-	-	10,750.00
67	ADVANTAGE TOWERS LLC	-	-	-	3,078.55	-	7,462.32	10,540.87
68	C-3 ENVIRONMENTAL SPECIALTIES, LP	1,827.50	-	8,564.00	-	-	-	10,391.50
69	FIRETROL PROTECTION SYSTEMS	-	-	7,767.00	2,623.00	-	-	10,390.00
70	FEDRESULTS, INC	-	-	-	10,000.00	-	-	10,000.00
		\$ 1,668,241.02	\$ 2,076,105.14	\$ 1,754,406.25	\$ 631,891.44	\$ 376,945.50	\$ 509,587.02	\$ 7,017,176.37

MEMORANDUM

To: Philip Stacy
Mark Cowden
Larry Howard
Bill Thomas
Mayor Bill Blackburn

From: Damon Richardson

Date: October 12, 2021

Re: Agenda Item No. 11 – Approval and Reporting of Purchases and Sales

Presented for your consideration and review are the recommendations for purchase of goods or services.

- A. Three-Year Solid Waste Proposal.** Staff recommends entering into a 3-year contract with Republic Services for solid waste disposal. Republic Services is the only area vendor that can streamline KPUB's need for trash, recycle and disposal of old utility poles into one service provider. The annual amount will vary depending on number of old poles hauled, the first purchase order will be \$18,000 and increase \$1,000 each year to cover the 5 percent increase each following year. Supporting documents, proposal and contract are attached.

Please let me know if you have any questions or concerns.

Sincerely,



Damon Richardson
Purchasing Agent

October 20, 2021

Sole Source Justification

Republic Services is the sole area vendor that can provide trash, recycle and roll off dumpster services. The 3-year contract allows a reduced rate and a cap on increases.

Sincerely



Damon Richardson

	8 yard trash bin	4 yard recycle bin	roll off for poles	fees/fuel/environmental recovery/admin	totals
per month	\$174.00	\$148.00	\$654.00	\$300.00	\$1,276.00
Annual	\$2,088.00	\$1,776.00	\$9,417.60	\$3,600.00	\$16,881.60
			allowing for 14.4 per year		
Recommending starting at \$18K to cover extra Osmose pole replacement work.					



PROPOSAL

10/4/2021

Damon Richardson
 KERRVILLE PUBLIC UTILITY BOARD
 2250 MEMORIAL BLVD
 KERRVILLE, TX78028
 Quote: A217775048

KERRVILLE PUBLIC UTILITY BOARD:

Below is our proposal of recommended services, customized for your business needs identified during our discussions. If you ever need additional services, or just need an extra pickup, please give us a call at 210-304-2700. It's that easy.

Service Details
SMALL CONTAINERS

Existing			
Equipment Qty/Type/Size:	1 - 8.0 yard Containers	Base Rate:	\$170.59 per month
Frequency:	1/week		
Material Type:	Solid Waste		

Price Adjustment

Equipment Qty/Type/Size:	1 - 8.0 yard Container	Base Rate:	\$174.00 per month
Frequency:	1/week		
Material Type:	Solid Waste		

Existing			
Equipment Qty/Type/Size:	1 - 4.0 yard Containers	Base Rate:	\$116.78 per month
Frequency:	1/week		
Material Type:	Recycling		

Price Adjustment

Equipment Qty/Type/Size:	1 - 4.0 yard Container	Base Rate:	\$148.00 per month
Frequency:	1/week		
Material Type:	Recycling		

New Estimated Monthly Amount *	
Small Container Base Rates	\$322.00
Total Estimated Amount	\$322.00

Sherri Jones
 Republic Services
 830-200-9078
 SJones4@republicservices.com
www.republicservices.com

* The Total Estimated Amount is merely an estimate of your typical monthly invoice amount without one-time start-up charges (e.g., delivery). It does not include any applicable taxes or local fees, which would be additional charges on your invoice.

** FRF, ERF & ADMIN: The Fuel Recovery Fee (FRF) is a variable charge that changes monthly. For more information on the FRF, Environmental Recovery Fee (ERF) and Administrative Fee, please visit the links available on the Bill Pay page of our website, www.republicservices.com. The proposed rates above are valid for 60 days. This proposal is not a contract or agreement or an offer to enter into a contract or agreement. The purpose of this proposal is to set forth the proposed framework of service offerings and rates and fees for those offerings. Any transaction based upon this proposal is subject to and conditioned upon the execution by both parties of Republic Services' Customer Service Agreement.

INVOICE TO	
CUSTOMER NAME	KERRVILLE PUBLIC UTILITY BOARD
ATTN	Damon Richardson
ADDRESS	PO BOX 294999
CITY	KERRVILLE, TX
STATE	
ZIP CODE	78029-4999
TEL. NO.	(830) 792-8232 FAX NO.

SITE LOCATION	
SITE NAME	KERRVILLE PUBLIC UTILITY BOARD
ADDRESS	2250 MEMORIAL BLVD
CITY	KERRVILLE, TX
STATE	
SUITE	
ZIP CODE	78028
TEL. NO.	(830) 792-8232 FAX NO.
AUTHORIZED BY	Damon Richardson TITLE
CONTACT	Damon Richardson TITLE



Customer Service Agreement

AGREEMENT NUMBER A217775048

ACCOUNT NUMBER 859-2002921

EMAIL : drichardson@kpub.com

N/O	CONT. GRP	TYPE	SIZE	C	QTY	ACCT. TYPE	C/O	SERV. FREQUENCY	EST. LIFTS	S	P.O. REQ	RECPT. REQ	L/F CODE	OPEN/ CLOSE DATE	LIFT CHARGE	MONTHLY SERVICE	EXTRA LIFT	DISP RATE	ADDITIONAL CHARGES	SUPPLEMENTAL CHARGES	TC/RC CMP
N	2	FL	8.0 Yd(s)	N	1	P	N	1/ 1/W				N	KR54	12/1/2021		\$174.00	\$95.00			Delivery \$171.60 Exchange \$95.00 Extra Yds \$1.00 Relocate \$95.00 Removal \$25.00	
O	2	FL	8.0 Yd(s)	N	1	P	N	1/ 1/W				N	KR54	11/30/2021		\$170.59	\$108.77				
N	3	FR	4.0 Yd(s)	N	1	P	N	1/ 1/W				N	RC01	12/1/2021		\$148.00	\$95.00			Delivery \$0.00 Exchange \$95.00 Extra Yds \$1.00 Relocate \$95.00 Removal \$25.00	
O	3	FR	4.0 Yd(s)	N	1	P	N	1/ 1/W				N	FDC1	11/30/2021		\$116.78	\$142.15				

BFI Waste Services of Texas, LP DBA Allied Waste Services of Kerrville, Allied Waste Services of San Antonio, Republic Services of Kerrville, Republic Services of San Antonio
HEREINAFTER REFERRED TO AS THE "COMPANY"

The undersigned individual signing this Agreement on behalf of the Customer acknowledges that he or she has read and understands the terms and conditions of this Agreement and that he or she has the authority to sign the Agreement on behalf of the Customer.

BY: _____
(AUTHORIZED SIGNATURE)

TITLE: _____

BY : _____

(AUTHORIZED SIGNATURE)

Michael Wittler
Kerrville Public Utility Board

CUSTOMER NAME (PLEASE PRINT)

TITLE: _____
General Manager/CEO

10-20-2021

DATE OF AGREEMENT

COMMENTS:

Delivery Notes:

Safety: Pedestrian

Service Notes:

RECYCLE CONTAINER 4 CU YD - LOB 71 RECYCLE now exempt frf erf and admin sales tax exemption

Fuel Recovery Fee - No, Environmental Recovery Fee - No, Administrative Fee - No,

Exempt from: Fuel Recovery Fee, Environmental Recovery Fee, Administrative Fee

Rate Firm Until 12/2022

Increase 5% 12/2022

Increase 5% 12/2023

See reverse for Terms and Conditions

TERMS AND CONDITIONS

AGREEMENT. This Customer Service Agreement consists of the service details above, including the Comments ("Service Details"), and these Terms and Conditions (together, the "Agreement"). If Customer's Site is located within a franchised service area and the Terms and Conditions in this Agreement conflict with the applicable franchise agreement with respect to the Services covered by such franchise agreement, the terms and conditions in the franchise agreement shall control.

TERM (SCHEDULED AND ON-CALL SERVICES). FOR ALL SCHEDULED AND ON-CALL SERVICES, THE INITIAL TERM OF THIS AGREEMENT SHALL BEGIN ON THE DATE WHEN SERVICE COMMENCES AND CONTINUE FOR 36 MONTHS MONTHS. UNLESS OTHERWISE SPECIFIED, THIS AGREEMENT SHALL AUTOMATICALLY AND SUCCESSIVELY RENEW FOR 12 MONTH MONTH UNLESS EITHER PARTY GIVES WRITTEN NOTICE OF TERMINATION TO THE OTHER AT LEAST 60 DAYS, BUT NOT MORE THAN 180 DAYS, BEFORE THE END OF THE THEN-CURRENT TERM.

TERM (TEMPORARY SERVICES). FOR ALL TEMPORARY SERVICES, THE TERM SHALL BEGIN ON THE EFFECTIVE DATE AND CONTINUE THROUGH THE FINAL LIFT OF THE TEMPORARY CONTAINER(S).

WASTE DEFINITIONS. "Waste Material" means all non-hazardous solid waste and Recyclable Material. Waste Material excludes all radioactive, volatile, flammable, corrosive, explosive, regulated medical, infectious, biomedical, biohazardous, pollutants, contaminates, or hazardous waste, toxic substance or material, each as defined by, characterized or listed under Applicable Law (collectively, "Excluded Waste"). "Recyclable Material" is material that Company determines can be recycled such as aluminum, used beverage containers, cardboard (free of wax), ferrous metal cans, mixed office paper, newspaper, and plastics containers.

SCOPE OF SERVICES. Customer grants to Company the exclusive right to collect and dispose of and/or recycle all of Customer's Waste Material on a scheduled and/or temporary basis as set forth in the Service Details ("Services"), and Company agrees to furnish such Services in compliance with all applicable international, federal, state, or local laws or regulations ("Applicable Laws"). Customer represents and warrants that all material to be collected under this Agreement shall be only acceptable Waste Material. Customer agrees not to deposit, or permit the deposit for collection of, any Excluded Waste. Title to and liability for any Excluded Waste shall remain with Customer and shall at no time pass to Company. Company shall acquire title to conforming Waste Materials when they are collected or received by Company.

PAYMENT AND CHARGES. Customer shall pay Company all rates, fees, taxes and other amounts payable under this Agreement for the Services ("Charges") within 20 days after the date of Company's invoice. Any invoiced amounts not received by their due date are subject to a late payment fee, and any payment returned for insufficient funds is subject to an insufficient funds fee, both in an amount at Company's discretion up to the maximum amount allowed by Applicable Law. Customer acknowledges that any late or insufficient funds fees charged by Company are not to be considered a penalty or interest but are a reasonable charge for late or insufficient payments. If indicated in the Service Details, Customer shall pay administrative fees ("ADMIN"), fuel recovery fees ("FRF") environmental recovery fees ("ERF") and a recycling processing charge ("RPC") in the amounts shown on each of Company's invoices, which fees Company may change from time to time by showing the amount on Customer's invoice (additional information regarding these fees is available on the "Understanding Our Fees" page of Company's website, www.republicservices.com). ADMIN, FRF and ERF are not associated with any explicit cost to service Customer's account but are designed to help Company recover certain costs and achieve an acceptable operating margin. If applicable, Company may impose additional Charges at its prevailing rates for extra service, extra yards, minimum lift, contamination, service attempts and container delivery, relocation, removal and exchange, and other additional services not listed in the Service Details. If Company becomes concerned about Customer's creditworthiness and/or Customer makes any late payment, Company may require Customer to pay a deposit in an amount equal to two months' Charges under this Agreement if allowed by Applicable Law. The rates set forth in the Service Details do not include taxes or franchise and/or local fees, which shall be separately itemized on Customer's invoice where applicable.

ADJUSTMENTS TO CHARGES. Notwithstanding any information contained in the Service Details, Company may, from time to time by notice to Customer (on its invoice), add a surcharge, fee or increase any Charges provided in this Agreement to account for: (a) increased Company costs due to uncontrollable events including, but not limited to, changes in Applicable Laws, imposition of taxes, fees or surcharges, or acts of God such as fires, weather, disease, strikes or terrorism; (b) increased disposal or processing costs; (c) increased transportation costs; (d) costs or fees due to the inclusion of Excluded Waste and/or contamination; (e) decreased value of Recyclable Material or changes in commodity markets; or (f) actual Services or equipment that differ from those listed in the Service Details. Subject to any Comments in the Service Details, Company may, from time to time by notice to Customer (on its invoice), increase any Charges provided in this Agreement to achieve or maintain an acceptable operating margin as determined in Company's sole discretion. Company may also increase Charges for any other reason with Customer's consent, which may be evidenced verbally, in writing, or by the parties' actions and practices.

SERVICE CHANGES. The parties may change the type, size or amount of equipment, the type or frequency of Service, and correspondingly the Charges by mutual agreement, which may be evidenced verbally, in writing, by payment of the invoice, or by the parties' actions and practices. In the event there are changes to Services and/or Charges, or Customer changes its Site Location within the area in which Company provides collection and disposal (or processing) services, the parties agree that this Agreement shall continue in full force and effect as so adjusted.

RESPONSIBILITY FOR EQUIPMENT; ACCESS. Any equipment furnished by Company shall remain Company's property. Customer shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Company's handling of the equipment). Customer shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move, or alter the equipment. If a Company container is moved from Customer's Site Location by anyone other than Company, Customer agrees to pay Company \$250 per moved container, which amount is a reasonable estimate of the damage Company will incur from the unauthorized moving of its container. After the Initial Term, Company may increase the fee for the unauthorized moving of its container at its discretion. Customer shall provide safe, unobstructed access to the equipment on the scheduled collection day. Company may charge an additional fee for any additional collection service required by Customer's failure to provide access. Company shall not be responsible for any damages to Customer's pavement, curbing, or other driving surfaces resulting from Company providing service at Customer's Site Location.

INDEMNIFICATION. COMPANY SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS CUSTOMER FROM AND AGAINST ANY LOSSES TO THE EXTENT ARISING FROM (A) COMPANY'S BREACH OF THIS AGREEMENT; OR (B) COMPANY'S NEGLIGENCE OR WILLFUL MISCONDUCT. THE OBLIGATIONS SET FORTH IN THIS SECTION SHALL SURVIVE THE EXPIRATION AND/OR TERMINATION OF THIS AGREEMENT. CUSTOMER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS TO THE FULLEST EXTENT PERMITTED BY LAW COMPANY, ITS PARENT, AND CORPORATE AFFILIATES FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, SUITS, PENALTIES, FINES, REMEDIATION COSTS, AND LIABILITIES (INCLUDING COURT COSTS AND REASONABLE ATTORNEYS' FEES) (COLLECTIVELY, "LOSSES") ARISING FROM (A) COMPANY'S BREACH OF THIS AGREEMENT; (B) CUSTOMER'S NEGLIGENCE OR WILLFUL MISCONDUCT; (C) EXCLUDED WASTE CONTAINED IN CUSTOMER'S WASTE MATERIAL; AND (D) CUSTOMER'S USE, OPERATION, OR POSSESSION OF COMPANY'S EQUIPMENT.

SUSPENSION; TERMINATION. If any amount due from Customer is not paid within 60 days after the date of Company's invoice, Company may, without notice and without terminating this Agreement, suspend collecting and disposing of Waste Material until Customer has paid such amount to Company. If Company suspends service, Customer shall pay Company a service interruption fee in an amount determined by Company in its discretion up to the maximum amount allowed by Applicable Law. Either party may terminate this Agreement upon 30 days prior written notice to the other party if the other party breaches a material obligation of the Agreement (including non-payment) and fails to cure such breach within 10 days after receiving written notice of the breach. Company may terminate this Agreement for its convenience upon 30 days prior written notice to Customer.

LIQUIDATED DAMAGES. If Customer terminates this Agreement before its expiration for any reason other than Company's breach (or if Company terminates this Agreement due to Customer's non-payment), Customer shall pay Company an amount equal to the average Charges from Customer's last 6 invoices multiplied by the lesser of (a) six months or (b) the number of months remaining in the Term. Customer acknowledges that in the event of such a termination, actual damages to Company would be uncertain and difficult to ascertain, such amount is the best, reasonable and objective estimate of the actual damages to Company, such amount does not constitute a penalty, and such amount is reasonable under the circumstances. Any amount payable under this paragraph shall be in addition to amounts already owing under this Agreement.

RIGHT OF FIRST REFUSAL. Customer agrees to notify Company in writing of any offer that Customer receives from any third party relating to the provision of any permanent or temporary collection, disposal or recycling services during any term of this Agreement ("Offer") and agrees to give Company the right of first refusal and reasonable opportunity to match such Offer prior to acceptance.

COMMUNICATIONS. To ensure timely and accurate receipt of communications, all communications to Company regarding this Agreement and/or the Services must come directly from Customer. Customer acknowledges that Company will not accept any communications from any third parties acting as the Customer's agent or representative (absent proof of medical necessity as reasonably determined by Company). All written notices to Company pertaining to this Agreement shall be sent prepaid certified or overnight mail, return receipt requested, and must be received by Company. Any notice related to this Agreement will be deemed effective no less than 60 days from the certified mail return receipt date.

DISPUTE RESOLUTION-ARBITRATION; CLASS ACTION WAIVER. (a) Except for Excluded Claims (defined below), Customer and Company agree that any and all existing or future controversy or claim between them arising out of or related to this Agreement, whether based in contract, law or equity or alleging any other legal theory, or arising prior to, in connection with, or after the termination of this Agreement, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules with a single arbitrator, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. (b) Customer and Company agree that under no circumstances, whether in arbitration or otherwise, may Customer bring any claim against Company, or allow any claim that Customer may have against Company to be asserted, as part of a class action, on a consolidated or representative basis or otherwise aggregated with claims brought by, or on behalf of, any other entity or person, including other customers of Company or its parent or corporate affiliates. (c) The following claims constitute "Excluded Claims" and are not subject to mandatory binding arbitration: (i) either party's claims against the other in connection with bodily injury or real property damage; (ii) claims for indemnity pursuant to the Indemnification Section of this Agreement; and (iii) Company's claims against Customer for collection or payment of Charges, damages (liquidated or otherwise), or any other amounts due or payable to Company by Customer under this Agreement.

MISCELLANEOUS. (a) This Agreement shall be governed by and construed in accordance with the internal laws of the State where the Services are provided, without giving effect to any conflict of law provision. (b) This Agreement represents the entire agreement between the parties and supersedes all prior agreements, whether written or verbal, that may exist between the parties for the same Services. (c) Except for Customer's obligation to pay amounts due to Company, any failure or delay in performance due to contingencies beyond a party's reasonable control, including strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires and acts of God, shall not constitute a breach of this Agreement. (d) Company shall have no confidentiality obligation with respect to any waste or recyclable materials. (e) Company may assign this Agreement without Customer's consent. This Agreement shall be binding upon and inure solely to the benefit of the parties and their permitted successors and assigns. (f) If any provision of this Agreement is declared invalid or unenforceable, it shall be modified so as to be valid and enforceable but so as most nearly to retain the intent of the Parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby. (g) Failure or delay by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. (h) If any litigation or arbitration is commenced under this Agreement, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation and arbitration related expenses, and court or other costs incurred in such litigation, arbitration or proceeding. (i) Customer and Company agree that electronic signatures are valid and effective, and that an electronically stored copy of this Agreement constitutes proof of the signature and contents of this Agreement, as though it were an original.

The following Terms and Conditions apply to Customer only if Customer is receiving the applicable Service from Company.

CONTAINER REFRESH. If the Services include Container Refresh, Customer is limited to one (1) exchange of each participating container every 12 months of paid enrollment; any additional exchange is subject to Company's standard container exchange fee. Customer agrees that during any enrollment year in which Customer receives an exchange under the program, any request by Customer to cancel Container Refresh will not be effective until Customer completes payment for 12 consecutive months of enrollment in the program. The Charge for Container Refresh will be itemized on Customer's invoice, which Charge may be changed by Company by showing the amount of the new Charge on Customer's invoice. Company reserves the right to suspend or cancel the Container Refresh program at any time.

RECYCLABLE MATERIAL. If the Services include recycling, Customer shall comply with all Applicable Laws regarding the separation of solid waste from Recyclable Material and not place items in any recycling container that may make the Recyclable Material unsuitable for recycling or decrease the value of the Recyclable Material. Customer agrees that Company in its sole discretion may determine whether any load of Recyclable Material is contaminated and may refuse to collect it or may collect it but charge Customer for any additional costs, fees or surcharges associated with sorting, processing, contamination, transportation, and/or disposal. ROLL-OFF. Republic may charge rent or a minimum lift charge if a roll-off container is not lifted or hauled at least once per month. The following additional terms shall apply to any roll-off service: (a) Company will not accept: white goods, tires, drums, paint, solvents, chemicals, or other such materials that would be considered flammable or explosive, or other materials not permitted to be disposed of at the designated disposal facility. (b) If the roll-off is loaded with extremely heavy material, such as block concrete, asphalt, dirt or roofing material, such material must be evenly distributed at the bottom of the roll-off and shall not exceed three feet in depth. (c) Customer shall not load materials above the top of the rolloff. (d) Customer shall close and latch the back door of the roll-off before service. The driver cannot load a roll-off with an open or unlatched back door. (e) If Company is unable to safely haul a roll-off, Customer shall off-load the impermissible overage or type of materials or otherwise improve any conditions necessary to enable safe hauling. Customer will be charged a dry run fee for each attempted trip where hauling does not occur. (f) If Company hauls an overloaded roll-off, Customer shall be responsible for all service charges based on the actual tonnage hauled, plus any tickets, fines, penalties or damages incurred by Republic due to the overweight container.

EQUIPMENT RENTAL. Rented equipment shall remain at Customer's Site Location at all times, except when handled by Company. Customer shall not make any changes, alterations, additions, or improvements in or to the equipment or move or relocate the equipment without Company's prior written consent. Customer shall allow Company and/or its designee to enter the Site to examine or inspect the equipment, perform preventative maintenance and repairs, or for any other purpose permitted by this Agreement. Customer agrees that the installation of the equipment is for the primary benefit of Company to provide services, and that Company has the right, at any time and at its sole discretion, to substitute the equipment for similar equipment of make and size, or of a make and size that provides for more efficient or economical service.

MAINTENANCE. Company shall maintain the equipment in good operating condition and make repairs necessitated only by normal wear and tear. Customer shall be responsible for repairs, replacement parts, and labor necessitated by abuse or negligent operation or care of the equipment. Once installed, Customer shall have the care, custody, and control of the equipment. Customer assumes all risks of loss, damage, destruction or interference with the use of, and accepts responsibility for, the equipment and the supervision and operation of the equipment, accessories and contents during the term of this Agreement. Company will not be responsible for installation of utility service necessary to operate the equipment or any utility service charges attributable to the equipment's operation. If electrical or any other installment requirements are not satisfied prior to delivery of the equipment, Company may charge Customer all costs incurred by Company for its inability to complete the installation of the equipment. Customer shall be responsible for (a) connecting the equipment to the electrical service and any other utility services in conformance with all applicable building and zoning codes and regulations, (b) providing the necessary electrical power to operate the equipment, and (c) all costs of electrical wiring, and/or other utility hook-up and inspection thereof necessary for use of the equipment.

CUSTOMER'S OBLIGATIONS. Customer shall operate the equipment solely for its intended purpose and in strict conformance with this Agreement, the manufacturer's and Company's instructions, and shall not allow the equipment to be used by any person other than Customer's employees without Company's written consent. Customer shall comply with all reporting and operating requirements related to the operation, maintenance, and management of the equipment as required by Company or as otherwise mandated by Applicable Laws. Any Site-related licenses and permits concerning the equipment shall be obtained and maintained by Customer at Customer's sole cost and expense. Customer shall take all action necessary to ensure that the equipment is not abused, misused, or otherwise harmed by Customer or its employees, agents, and representatives or any other persons. Customer shall immediately notify Company of any damage to the equipment, or any injuries relating to the use or operation of the equipment. Customer shall keep the equipment free from any and all liens and claims and shall not do or permit any act whereby Company's title or rights might be encumbered or impaired.

DISCLAIMER OF WARRANTIES; DAMAGES. COMPANY MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, AND COMPANY HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES THEREFOR. COMPANY EXPRESSLY DISCLAIMS ALL INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING IN CONNECTION WITH THIS AGREEMENT OR THE EQUIPMENT, INCLUDING, WITHOUT LIMITATION, LOST SALES AND PROFITS AND OTHER BUSINESS INTERRUPTION DAMAGES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WITHOUT REGARD TO THE NATURE OF THE CLAIM OR THE UNDERLYING THEORY OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, OR OTHERWISE), AND CUSTOMER HEREBY EXPRESSLY WAIVES AND RELEASES COMPANY FROM AND AGAINST ANY SUCH DAMAGES.

ELECTRONIC MATERIAL AND/OR BULB & BATTERY (UNIVERSAL) RECYCLING SERVICES. Electronic Material Services and/or Bulb & Battery (Universal) Recycling Services are provided only within the continental United States (not available in Alaska or Hawaii). Company or its subcontractor shall collect, transport, or receive via mail, treat, recycle, and/or dispose of Electronic Material and/or Bulbs & Batteries as provided in the Service Details. Customer acknowledges and understands that due to a variety of factors, including without limitation market conditions and processing costs, some or all of the Electronic Material and Bulbs & Batteries may be disposed of in a disposal facility and not recycled. Weights and/or unit counts of all Electronic Material and Bulbs & Batteries shall be determined upon receipt by Company or its subcontractor. All references to "Company" in this section of the Agreement shall also include Company's subcontractor(s).

ADDITIONAL DEFINITIONS. The following additional definitions apply to Electronic Material Services and Bulb & Battery Recycling Services only:

"Box Mail-Back Services" means services in which Company delivers boxes or containers designated for the packing and shipping of Electronic Material or Bulbs & Batteries by Customer (hereinafter "Box") to the designated processing facility.

"Bulbs & Batteries" means those materials included in the Environmental Protection Agency's Universal Waste regulations set forth in 40 C.F.R. 273, including bulbs, batteries, TSCA-exempt ballasts and non-PCB ballasts, lamps, and other mercury-containing items and materials.

"Bulb & Battery Recycling Services" includes Box Mail-Back Services as a means to recycle or dispose of Bulbs & Batteries.

"Electronic Material" consists of any High Grade, Low Grade and Video Display Devices that are not excluded by these provisions relating to Electronic Material Services. Electronic Material does not include any solid waste, non-electronic Recyclable Material or Excluded Waste.

"Electronic Material Services" includes Box Mail-Back, Pack-Up and Pick-Up and/or Full Service as a means to recycle or dispose of Electronic Material. "Excluded Waste" means any material other than Electronic Material or Bulbs & Batteries. Electronic Material and Bulbs & Batteries may not be commingled. If Electronic Material is commingled with Bulbs & Batteries for a Bulb & Battery Recycling Service, the Electronic Material will be treated as Excluded Waste, and vice versa.

"Full Service" means services in which Company provides all necessary containers, packaging, removal, loading and shipping of the Electronic Material to the designated processing facility.

"High Grade" means electronic items that contain gold, silver and/or large circuit boards including, but not limited to, computers, switching equipment, telephones (cellular, cordless, wireless), and telephone carrier switching equipment.

"Low Grade" means electronic items that consist mostly of plastic and metal including, but not limited to, printers, keyboards/mice, countertop appliances with cords, media storage devices, and video games and accessories.

"Pack Up & Pick Up Services" means services in which pre-packaged or palletized Electronic Material are collected by Company from a Site Location and transported directly to the designated processing facility. "Video Display Device" means computer terminal, oscilloscope, TV (CRT, LCD, plasma, rear projection), IT equipment, E-waste containing glass, monitor (CRT, LCD, plasma), and tablets.

BOX MAIL-BACK SERVICES. In connection with Box Mail-Back Services, the following additional terms shall apply:

Pre-Payment; No Refunds. With respect to Electronic Material, payment for Box Mail-Back Services is made in advance and if Customer returns an unused Box, Customer will receive a refund of up to 50% of the purchase price. If Customer subsequently requests a Box for Electronic Material, Customer will be responsible for full pre-payment. With respect to Bulbs & Batteries, payment for Box Mail-Back Services is made in advance and will not be refunded after a Box has been shipped to Customer. If Customer returns an unused Box, Customer will be responsible for its shipping cost to return the Box plus a restocking fee, which is \$14 for a lamp box and \$12 for a battery/ballast box (restocking fees for other types of Boxes may vary). If Customer subsequently decides they require a Box, Customer will be responsible for the cost of re-shipping the Box.

Expiration of Boxes. Each Box must be received by Company or its subcontractor by the expiration date printed on the prepaid return shipping label, which is typically twelve (12) months (the "Expiration Date"). If Customer ships a Box (for Electronic Material only) after its original Expiration Date or requests up to a one-year extension of the Expiration Date, Customer shall pay Company an additional fee in the amount of 50% of the original Box purchase price. Company has no obligation after the Expiration Date (original or extended, if applicable) to process materials sent in for recycling and may return such materials to Customer at Customer's expense.

Safe Packaging Obligation. Customer is responsible for complying with all packaging (including safely packaging contents), sealing, and shipping instructions included with each Box.

Electronic Material Specifications. With respect to Electronic Material Box Mail-Back Services, Company reserves the right to bill additional amounts for any of the following: (i) any Box exceeding its specified maximum weight in the amount of up to \$0.83 per pound; (ii) shipping materials in the wrong Box or mixing materials in a Box; (iii) shipping materials that require additional labor for unpacking or disassembly up to \$0.37 per pound; (iv) processing electronics containing wood up to \$0.23 per pound; (v) additional shipping charges beyond the amounts prepaid for any prepaid label; and/or (vi) return shipping charges for any Excluded Waste or Boxes received with expired labels.

Bulbs & Batteries Specifications. With respect to Bulb & Battery Recycling Box Mail-Back Services, Company reserves the right to bill additional amounts for any of the following: (i) any Box exceeding its specified maximum weight up to \$1.50 per pound; (ii) shipping materials in the wrong Box or mixing materials in a Box; (iii) shipping materials that require additional labor for unpacking or disassembly; (iv) additional shipping charges beyond the amounts prepaid for any prepaid label; and/or (v) return shipping charges for any Excluded Waste or boxes with expired labels received by Company.

Automatic Reordering. For automatic reordering of Box Mail-Back Services, the following provisions will apply:

Upon receipt of a Box from Customer, Company will automatically send Customer a Box identical to the one returned by Customer. Any Box must be used by Customer within twelve (12) months of receipt or an additional charge may apply.

Company may increase rates to cover increases in shipping, recycling, refurbishment, reuse, and/or disposal rates upon notice to Customer.

Customer shall have 30 days following the expiration or termination of the Electronic Material Services or Bulb & Battery Recycling Services, as applicable, to use and return all of the Boxes in Customer's possession. Company reserves the right to bill Customer for any Boxes not received by Company within 30 days following the expiration or termination of the Electronic Material Services or Bulb & Battery Recycling Services, as applicable.

PACK-UP & PICK UP SERVICES. In connection with Pack Up & Pick Up Services, the following additional terms shall apply:

Safe Packaging Obligation. Customer is responsible for complying with all safety, packaging, sealing, and loading/palletizing instructions (including removing materials from their original packaging and/or not individually wrapping all materials) included with each order, and shall ensure such is completed prior to the scheduled pickup date.

Electronic Material Specifications. With respect to Electronic Material Pack-Up and Pick-Up Services, Customer shall ensure that Electronic Material is sorted into the following categories: (1) Video Display Devices; (2) High Grade; (3) Low Grade. A full list of Video Display Devices, High Grade and Low Grade Electronic Material is available upon request. If the Electronic Material is not properly sorted, Customer shall pay Company a sorting charge of up to \$0.22 per pound. If Electronic Material are not removed from their original packaging, an additional unpacking fee in the amount of up to \$0.37 per pound will apply. If Electronic Material are not properly loaded and palletized, an additional unsafe load conditions fee in the amount of up to \$0.37 per pound will apply.

FULL SERVICE. There is a minimum charge for Full Service. For loads of Electronic Material up to 466 pounds, the minimum charge for Full Service will be \$660. For loads of Electronic Material over 466 pounds, the charge for Full Service will be the weight of the load multiplied by the per pound charge quoted in the Service Details.

CUSTOMER'S INITIAL:

DATE: 10-20-2021



PROPOSAL

10/4/2021

Damon Richardson
KERRVILLE PUBLIC UTILITY BOARD
2250 MEMORIAL BLVD
KERRVILLE, TX78028
Quote: A217774825

KERRVILLE PUBLIC UTILITY BOARD:

Below is our proposal of recommended services, customized for your business needs identified during our discussions. If you ever need additional services, or just need an extra pickup, please give us a call at 210-304-2700. It's that easy.

Service Details

LARGE CONTAINERS

Price Adjustment

Equipment Qty/Type/Size:	1 - Open Top - 30.00Yd(s)	Haul Rate:	\$545.00 per haul
Frequency:	On-Call	Tons Included in Haul Rate:	4.0
Material Type:	Solid Waste	Additional Tons:	\$87.00 per ton
Hauls/ month:	1.2		

Estimated Monthly Amount *

Large Container Haul Charge	\$654.00
Total Estimated Amount	\$654.00

Sherri Jones
Republic Services
830-200-9078
SJones4@republicservices.com
www.republicservices.com

* The Total Estimated Amount is merely an estimate of your typical monthly invoice amount without one-time start-up charges (e.g., delivery). It does not include any applicable taxes or local fees, which would be additional charges on your invoice.

** FRF, ERF & ADMIN: The Fuel Recovery Fee (FRF) is a variable charge that changes monthly. For more information on the FRF, Environmental Recovery Fee (ERF) and Administrative Fee, please visit the links available on the Bill Pay page of our website, www.republicservices.com. The proposed rates above are valid for 60 days. This proposal is not a contract or agreement or an offer to enter into a contract or agreement. The purpose of this proposal is to set forth the proposed framework of service offerings and rates and fees for those offerings. Any transaction based upon this proposal is subject to and conditioned upon the execution by both parties of Republic Services' Customer Service Agreement.

INVOICE TO	
CUSTOMER NAME	KERRVILLE PUBLIC UTILITY BOARD
ATTN	Damon Richardson
ADDRESS	PO BOX 294999
CITY	KERRVILLE, TX
STATE	
ZIP CODE	78029-4999
TEL. NO.	(830) 792-8232
FAX NO.	

SITE LOCATION	
SITE NAME	KERRVILLE PUBLIC UTILITY BOARD
ADDRESS	2250 MEMORIAL BLVD
CITY	KERRVILLE, TX
STATE	
SUITE	
ZIP CODE	78028
TEL. NO.	(830) 792-8232
FAX NO.	
AUTHORIZED BY	Damon Richardson TITLE
CONTACT	Damon Richardson TITLE



Customer Service Agreement

AGREEMENT NUMBER A217774825

ACCOUNT NUMBER 859-2002921

EMAIL : drichardson@kpub.com

N/O	CONT. GRP	TYPE	SIZE	C	QTY	ACCT. TYPE	C/O	SERV. FREQUENCY	EST. LIFTS	S	P.O. REQ	RECPT. REQ	L/F CODE	OPEN/ CLOSE DATE	LIFT CHARGE	MONTHLY SERVICE	EXTRA LIFT	DISP RATE	ADDITIONAL CHARGES	SUPPLEMENTAL CHARGES	TC/RC CMP
N	1	RO	30.00 Yd(s)	N	1	P	N	O/C	1.2	V		N	KR57	12/1/2021	\$545.00			\$87.00 over 4.0 tons		Delivery \$326.63 Dry Run \$125.00 Relocate \$125.00 Removal \$0.00 Washout \$125.00	
O	1	RO	30.00 Yd(s)	N	1	P	N	O/C	1.2	V		N	KR57	11/30/2021	\$475.13			\$83.73 over 4.0 tons			

BFI Waste Services of Texas, LP DBA Allied Waste Services of Kerrville, Allied Waste Services of San Antonio, Republic Services of Kerrville, Republic Services of San Antonio
HEREINAFTER REFERRED TO AS THE "COMPANY"

The undersigned individual signing this Agreement on behalf of the Customer acknowledges that he or she has read and understands the terms and conditions of this Agreement and that he or she has the authority to sign the Agreement on behalf of the Customer.

BY: _____
(AUTHORIZED SIGNATURE)

TITLE: _____

BY : _____

(AUTHORIZED SIGNATURE)

Michael Wittler
Kerrville Public Utility Board

CUSTOMER NAME (PLEASE PRINT)

TITLE: _____
General Manager/CEO

10-20-2021

DATE OF AGREEMENT

COMMENTS:

Delivery Notes:

Safety: Pedestrian

Service Notes:

WASTE CONTAINER 30 CU YD - LOB 21 NOW EXEMPT FRF ERF and AMIN SALES TAX
EXEMPT

Fuel Recovery Fee - No, Environmental Recovery Fee - No, Administrative Fee - No,
Exempt from: Fuel Recovery Fee, Environmental Recovery Fee, Administrative Fee

Rate Firm Until 12/2022

Increase 5% 12/2022

Increase 5% 12/2023

See reverse for Terms and Conditions

TERMS AND CONDITIONS

AGREEMENT. This Customer Service Agreement consists of the service details above, including the Comments ("Service Details"), and these Terms and Conditions (together, the "Agreement"). If Customer's Site is located within a franchised service area and the Terms and Conditions in this Agreement conflict with the applicable franchise agreement with respect to the Services covered by such franchise agreement, the terms and conditions in the franchise agreement shall control.

TERM (SCHEDULED AND ON-CALL SERVICES). FOR ALL SCHEDULED AND ON-CALL SERVICES, THE INITIAL TERM OF THIS AGREEMENT SHALL BEGIN ON THE DATE WHEN SERVICE COMMENCES AND CONTINUE FOR 36 MONTHS MONTHS. UNLESS OTHERWISE SPECIFIED, THIS AGREEMENT SHALL AUTOMATICALLY AND SUCCESSIVELY RENEW FOR 12 MONTH MONTH UNLESS EITHER PARTY GIVES WRITTEN NOTICE OF TERMINATION TO THE OTHER AT LEAST 60 DAYS, BUT NOT MORE THAN 180 DAYS, BEFORE THE END OF THE THEN-CURRENT TERM.

TERM (TEMPORARY SERVICES). FOR ALL TEMPORARY SERVICES, THE TERM SHALL BEGIN ON THE EFFECTIVE DATE AND CONTINUE THROUGH THE FINAL LIFT OF THE TEMPORARY CONTAINER(S).

WASTE DEFINITIONS. "Waste Material" means all non-hazardous solid waste and Recyclable Material. Waste Material excludes all radioactive, volatile, flammable, corrosive, explosive, regulated medical, infectious, biomedical, biohazardous, pollutants, contaminates, or hazardous waste, toxic substance or material, each as defined by, characterized or listed under Applicable Law (collectively, "Excluded Waste"). "Recyclable Material" is material that Company determines can be recycled such as aluminum, used beverage containers, cardboard (free of wax), ferrous metal cans, mixed office paper, newspaper, and plastics containers.

SCOPE OF SERVICES. Customer grants to Company the exclusive right to collect and dispose of and/or recycle all of Customer's Waste Material on a scheduled and/or temporary basis as set forth in the Service Details ("Services"), and Company agrees to furnish such Services in compliance with all applicable international, federal, state, or local laws or regulations ("Applicable Laws"). Customer represents and warrants that all material to be collected under this Agreement shall be only acceptable Waste Material. Customer agrees not to deposit, or permit the deposit for collection of, any Excluded Waste. Title to and liability for any Excluded Waste shall remain with Customer and shall at no time pass to Company. Company shall acquire title to conforming Waste Materials when they are collected or received by Company.

PAYMENT AND CHARGES. Customer shall pay Company all rates, fees, taxes and other amounts payable under this Agreement for the Services ("Charges") within 20 days after the date of Company's invoice. Any invoiced amounts not received by their due date are subject to a late payment fee, and any payment returned for insufficient funds is subject to an insufficient funds fee, both in an amount at Company's discretion up to the maximum amount allowed by Applicable Law. Customer acknowledges that any late or insufficient funds fees charged by Company are not to be considered a penalty or interest but are a reasonable charge for late or insufficient payments. If indicated in the Service Details, Customer shall pay administrative fees ("ADMIN"), fuel recovery fees ("FRF") environmental recovery fees ("ERF") and a recycling processing charge ("RPC") in the amounts shown on each of Company's invoices, which fees Company may change from time to time by showing the amount on Customer's invoice (additional information regarding these fees is available on the "Understanding Our Fees" page of Company's website, www.republicservices.com). ADMIN, FRF and ERF are not associated with any explicit cost to service Customer's account but are designed to help Company recover certain costs and achieve an acceptable operating margin. If applicable, Company may impose additional Charges at its prevailing rates for extra service, extra yards, minimum lift, contamination, service attempts and container delivery, relocation, removal and exchange, and other additional services not listed in the Service Details. If Company becomes concerned about Customer's creditworthiness and/or Customer makes any late payment, Company may require Customer to pay a deposit in an amount equal to two months' Charges under this Agreement if allowed by Applicable Law. The rates set forth in the Service Details do not include taxes or franchise and/or local fees, which shall be separately itemized on Customer's invoice where applicable.

ADJUSTMENTS TO CHARGES. Notwithstanding any information contained in the Service Details, Company may, from time to time by notice to Customer (on its invoice), add a surcharge, fee or increase any Charges provided in this Agreement to account for: (a) increased Company costs due to uncontrollable events including, but not limited to, changes in Applicable Laws, imposition of taxes, fees or surcharges, or acts of God such as fires, weather, disease, strikes or terrorism; (b) increased disposal or processing costs; (c) increased transportation costs; (d) costs or fees due to the inclusion of Excluded Waste and/or contamination; (e) decreased value of Recyclable Material or changes in commodity markets; or (f) actual Services or equipment that differ from those listed in the Service Details. Subject to any Comments in the Service Details, Company may, from time to time by notice to Customer (on its invoice), increase any Charges provided in this Agreement to achieve or maintain an acceptable operating margin as determined in Company's sole discretion. Company may also increase Charges for any other reason with Customer's consent, which may be evidenced verbally, in writing, or by the parties' actions and practices.

SERVICE CHANGES. The parties may change the type, size or amount of equipment, the type or frequency of Service, and correspondingly the Charges by mutual agreement, which may be evidenced verbally, in writing, by payment of the invoice, or by the parties' actions and practices. In the event there are changes to Services and/or Charges, or Customer changes its Site Location within the area in which Company provides collection and disposal (or processing) services, the parties agree that this Agreement shall continue in full force and effect as so adjusted.

RESPONSIBILITY FOR EQUIPMENT; ACCESS. Any equipment furnished by Company shall remain Company's property. Customer shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Company's handling of the equipment). Customer shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move, or alter the equipment. If a Company container is moved from Customer's Site Location by anyone other than Company, Customer agrees to pay Company \$250 per moved container, which amount is a reasonable estimate of the damage Company will incur from the unauthorized moving of its container. After the Initial Term, Company may increase the fee for the unauthorized moving of its container at its discretion. Customer shall provide safe, unobstructed access to the equipment on the scheduled collection day. Company may charge an additional fee for any additional collection service required by Customer's failure to provide access. Company shall not be responsible for any damages to Customer's pavement, curbing, or other driving surfaces resulting from Company providing service at Customer's Site Location.

INDEMNIFICATION. COMPANY SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS CUSTOMER FROM AND AGAINST ANY LOSSES TO THE EXTENT ARISING FROM (A) COMPANY'S BREACH OF THIS AGREEMENT; OR (B) COMPANY'S NEGLIGENCE OR WILLFUL MISCONDUCT. THE OBLIGATIONS SET FORTH IN THIS SECTION SHALL SURVIVE THE EXPIRATION AND/OR TERMINATION OF THIS AGREEMENT. CUSTOMER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS TO THE FULLEST EXTENT PERMITTED BY LAW COMPANY, ITS PARENT, AND CORPORATE AFFILIATES FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, SUITS, PENALTIES, FINES, REMEDIATION COSTS, AND LIABILITIES (INCLUDING COURT COSTS AND REASONABLE ATTORNEYS' FEES) (COLLECTIVELY, "LOSSES") ARISING FROM (A) COMPANY'S BREACH OF THIS AGREEMENT; (B) CUSTOMER'S NEGLIGENCE OR WILLFUL MISCONDUCT; (C) EXCLUDED WASTE CONTAINED IN CUSTOMER'S WASTE MATERIAL; AND (D) CUSTOMER'S USE, OPERATION, OR POSSESSION OF COMPANY'S EQUIPMENT.

SUSPENSION; TERMINATION. If any amount due from Customer is not paid within 60 days after the date of Company's invoice, Company may, without notice and without terminating this Agreement, suspend collecting and disposing of Waste Material until Customer has paid such amount to Company. If Company suspends service, Customer shall pay Company a service interruption fee in an amount determined by Company in its discretion up to the maximum amount allowed by Applicable Law. Either party may terminate this Agreement upon 30 days prior written notice to the other party if the other party breaches a material obligation of the Agreement (including non-payment) and fails to cure such breach within 10 days after receiving written notice of the breach. Company may terminate this Agreement for its convenience upon 30 days prior written notice to Customer.

LIQUIDATED DAMAGES. If Customer terminates this Agreement before its expiration for any reason other than Company's breach (or if Company terminates this Agreement due to Customer's non-payment), Customer shall pay Company an amount equal to the average Charges from Customer's last 6 invoices multiplied by the lesser of (a) six months or (b) the number of months remaining in the Term. Customer acknowledges that in the event of such a termination, actual damages to Company would be uncertain and difficult to ascertain, such amount is the best, reasonable and objective estimate of the actual damages to Company, such amount does not constitute a penalty, and such amount is reasonable under the circumstances. Any amount payable under this paragraph shall be in addition to amounts already owing under this Agreement.

RIGHT OF FIRST REFUSAL. Customer agrees to notify Company in writing of any offer that Customer receives from any third party relating to the provision of any permanent or temporary collection, disposal or recycling services during any term of this Agreement ("Offer") and agrees to give Company the right of first refusal and reasonable opportunity to match such Offer prior to acceptance.

COMMUNICATIONS. To ensure timely and accurate receipt of communications, all communications to Company regarding this Agreement and/or the Services must come directly from Customer. Customer acknowledges that Company will not accept any communications from any third parties acting as the Customer's agent or representative (absent proof of medical necessity as reasonably determined by Company). All written notices to Company pertaining to this Agreement shall be sent prepaid certified or overnight mail, return receipt requested, and must be received by Company. Any notice related to this Agreement will be deemed effective no less than 60 days from the certified mail return receipt date.

DISPUTE RESOLUTION-ARBITRATION; CLASS ACTION WAIVER. (a) Except for Excluded Claims (defined below), Customer and Company agree that any and all existing or future controversy or claim between them arising out of or related to this Agreement, whether based in contract, law or equity or alleging any other legal theory, or arising prior to, in connection with, or after the termination of this Agreement, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules with a single arbitrator, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. (b) Customer and Company agree that under no circumstances, whether in arbitration or otherwise, may Customer bring any claim against Company, or allow any claim that Customer may have against Company to be asserted, as part of a class action, on a consolidated or representative basis or otherwise aggregated with claims brought by, or on behalf of, any other entity or person, including other customers of Company or its parent or corporate affiliates. (c) The following claims constitute "Excluded Claims" and are not subject to mandatory binding arbitration: (i) either party's claims against the other in connection with bodily injury or real property damage; (ii) claims for indemnity pursuant to the Indemnification Section of this Agreement; and (iii) Company's claims against Customer for collection or payment of Charges, damages (liquidated or otherwise), or any other amounts due or payable to Company by Customer under this Agreement.

MISCELLANEOUS. (a) This Agreement shall be governed by and construed in accordance with the internal laws of the State where the Services are provided, without giving effect to any conflict of law provision. (b) This Agreement represents the entire agreement between the parties and supersedes all prior agreements, whether written or verbal, that may exist between the parties for the same Services. (c) Except for Customer's obligation to pay amounts due to Company, any failure or delay in performance due to contingencies beyond a party's reasonable control, including strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires and acts of God, shall not constitute a breach of this Agreement. (d) Company shall have no confidentiality obligation with respect to any waste or recyclable materials. (e) Company may assign this Agreement without Customer's consent. This Agreement shall be binding upon and inure solely to the benefit of the parties and their permitted successors and assigns. (f) If any provision of this Agreement is declared invalid or unenforceable, it shall be modified so as to be valid and enforceable but so as most nearly to retain the intent of the Parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby. (g) Failure or delay by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. (h) If any litigation or arbitration is commenced under this Agreement, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation and arbitration related expenses, and court or other costs incurred in such litigation, arbitration or proceeding. (i) Customer and Company agree that electronic signatures are valid and effective, and that an electronically stored copy of this Agreement constitutes proof of the signature and contents of this Agreement, as though it were an original.

The following Terms and Conditions apply to Customer only if Customer is receiving the applicable Service from Company.

CONTAINER REFRESH. If the Services include Container Refresh, Customer is limited to one (1) exchange of each participating container every 12 months of paid enrollment; any additional exchange is subject to Company's standard container exchange fee. Customer agrees that during any enrollment year in which Customer receives an exchange under the program, any request by Customer to cancel Container Refresh will not be effective until Customer completes payment for 12 consecutive months of enrollment in the program. The Charge for Container Refresh will be itemized on Customer's invoice, which Charge may be changed by Company by showing the amount of the new Charge on Customer's invoice. Company reserves the right to suspend or cancel the Container Refresh program at any time.

RECYCLABLE MATERIAL. If the Services include recycling, Customer shall comply with all Applicable Laws regarding the separation of solid waste from Recyclable Material and not place items in any recycling container that may make the Recyclable Material unsuitable for recycling or decrease the value of the Recyclable Material. Customer agrees that Company in its sole discretion may determine whether any load of Recyclable Material is contaminated and may refuse to collect it or may collect it but charge Customer for any additional costs, fees or surcharges associated with sorting, processing, contamination, transportation, and/or disposal. ROLL-OFF. Republic may charge rent or a minimum lift charge if a roll-off container is not lifted or hauled at least once per month. The following additional terms shall apply to any roll-off service: (a) Company will not accept: white goods, tires, drums, paint, solvents, chemicals, or other such materials that would be considered flammable or explosive, or other materials not permitted to be disposed of at the designated disposal facility. (b) If the roll-off is loaded with extremely heavy material, such as block concrete, asphalt, dirt or roofing material, such material must be evenly distributed at the bottom of the roll-off and shall not exceed three feet in depth. (c) Customer shall not load materials above the top of the rolloff. (d) Customer shall close and latch the back door of the roll-off before service. The driver cannot load a roll-off with an open or unlatched back door. (e) If Company is unable to safely haul a roll-off, Customer shall off-load the impermissible overage or type of materials or otherwise improve any conditions necessary to enable safe hauling. Customer will be charged a dry run fee for each attempted trip where hauling does not occur. (f) If Company hauls an overloaded roll-off, Customer shall be responsible for all service charges based on the actual tonnage hauled, plus any tickets, fines, penalties or damages incurred by Republic due to the overweight container.

EQUIPMENT RENTAL. Rented equipment shall remain at Customer's Site Location at all times, except when handled by Company. Customer shall not make any changes, alterations, additions, or improvements in or to the equipment or move or relocate the equipment without Company's prior written consent. Customer shall allow Company and/or its designee to enter the Site to examine or inspect the equipment, perform preventative maintenance and repairs, or for any other purpose permitted by this Agreement. Customer agrees that the installation of the equipment is for the primary benefit of Company to provide services, and that Company has the right, at any time and at its sole discretion, to substitute the equipment for similar equipment of make and size, or of a make and size that provides for more efficient or economical service.

MAINTENANCE. Company shall maintain the equipment in good operating condition and make repairs necessitated only by normal wear and tear. Customer shall be responsible for repairs, replacement parts, and labor necessitated by abuse or negligent operation or care of the equipment. Once installed, Customer shall have the care, custody, and control of the equipment. Customer assumes all risks of loss, damage, destruction or interference with the use of, and accepts responsibility for, the equipment and the supervision and operation of the equipment, accessories and contents during the term of this Agreement. Company will not be responsible for installation of utility service necessary to operate the equipment or any utility service charges attributable to the equipment's operation. If electrical or any other installment requirements are not satisfied prior to delivery of the equipment, Company may charge Customer all costs incurred by Company for its inability to complete the installation of the equipment. Customer shall be responsible for (a) connecting the equipment to the electrical service and any other utility services in conformance with all applicable building and zoning codes and regulations, (b) providing the necessary electrical power to operate the equipment, and (c) all costs of electrical wiring, and/or other utility hook-up and inspection thereof necessary for use of the equipment.

CUSTOMER'S OBLIGATIONS. Customer shall operate the equipment solely for its intended purpose and in strict conformance with this Agreement, the manufacturer's and Company's instructions, and shall not allow the equipment to be used by any person other than Customer's employees without Company's written consent. Customer shall comply with all reporting and operating requirements related to the operation, maintenance, and management of the equipment as required by Company or as otherwise mandated by Applicable Laws. Any Site-related licenses and permits concerning the equipment shall be obtained and maintained by Customer at Customer's sole cost and expense. Customer shall take all action necessary to ensure that the equipment is not abused, misused, or otherwise harmed by Customer or its employees, agents, and representatives or any other persons. Customer shall immediately notify Company of any damage to the equipment, or any injuries relating to the use or operation of the equipment. Customer shall keep the equipment free from any and all liens and claims and shall not do or permit any act whereby Company's title or rights might be encumbered or impaired.

DISCLAIMER OF WARRANTIES; DAMAGES. COMPANY MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, AND COMPANY HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES THEREFOR. COMPANY EXPRESSLY DISCLAIMS ALL INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING IN CONNECTION WITH THIS AGREEMENT OR THE EQUIPMENT, INCLUDING, WITHOUT LIMITATION, LOST SALES AND PROFITS AND OTHER BUSINESS INTERRUPTION DAMAGES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WITHOUT REGARD TO THE NATURE OF THE CLAIM OR THE UNDERLYING THEORY OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, OR OTHERWISE), AND CUSTOMER HEREBY EXPRESSLY WAIVES AND RELEASES COMPANY FROM AND AGAINST ANY SUCH DAMAGES.

ELECTRONIC MATERIAL AND/OR BULB & BATTERY (UNIVERSAL) RECYCLING SERVICES. Electronic Material Services and/or Bulb & Battery (Universal) Recycling Services are provided only within the continental United States (not available in Alaska or Hawaii). Company or its subcontractor shall collect, transport, or receive via mail, treat, recycle, and/or dispose of Electronic Material and/or Bulbs & Batteries as provided in the Service Details. Customer acknowledges and understands that due to a variety of factors, including without limitation market conditions and processing costs, some or all of the Electronic Material and Bulbs & Batteries may be disposed of in a disposal facility and not recycled. Weights and/or unit counts of all Electronic Material and Bulbs & Batteries shall be determined upon receipt by Company or its subcontractor. All references to "Company" in this section of the Agreement shall also include Company's subcontractor(s).

ADDITIONAL DEFINITIONS. The following additional definitions apply to Electronic Material Services and Bulb & Battery Recycling Services only:

"Box Mail-Back Services" means services in which Company delivers boxes or containers designated for the packing and shipping of Electronic Material or Bulbs & Batteries by Customer (hereinafter "Box") to the designated processing facility.

"Bulbs & Batteries" means those materials included in the Environmental Protection Agency's Universal Waste regulations set forth in 40 C.F.R. 273, including bulbs, batteries, TSCA-exempt ballasts and non-PCB ballasts, lamps, and other mercury-containing items and materials.

"Bulb & Battery Recycling Services" includes Box Mail-Back Services as a means to recycle or dispose of Bulbs & Batteries.

"Electronic Material" consists of any High Grade, Low Grade and Video Display Devices that are not excluded by these provisions relating to Electronic Material Services. Electronic Material does not include any solid waste, non-electronic Recyclable Material or Excluded Waste.

"Electronic Material Services" includes Box Mail-Back, Pack-Up and Pick-Up and/or Full Service as a means to recycle or dispose of Electronic Material. "Excluded Waste" means any material other than Electronic Material or Bulbs & Batteries. Electronic Material and Bulbs & Batteries may not be commingled. If Electronic Material is commingled with Bulbs & Batteries for a Bulb & Battery Recycling Service, the Electronic Material will be treated as Excluded Waste, and vice versa.

"Full Service" means services in which Company provides all necessary containers, packaging, removal, loading and shipping of the Electronic Material to the designated processing facility.

"High Grade" means electronic items that contain gold, silver and/or large circuit boards including, but not limited to, computers, switching equipment, telephones (cellular, cordless, wireless), and telephone carrier switching equipment.

"Low Grade" means electronic items that consist mostly of plastic and metal including, but not limited to, printers, keyboards/mice, countertop appliances with cords, media storage devices, and video games and accessories.

"Pack Up & Pick Up Services" means services in which pre-packaged or palletized Electronic Material are collected by Company from a Site Location and transported directly to the designated processing facility. "Video Display Device" means computer terminal, oscilloscope, TV (CRT, LCD, plasma, rear projection), IT equipment, E-waste containing glass, monitor (CRT, LCD, plasma), and tablets.

BOX MAIL-BACK SERVICES. In connection with Box Mail-Back Services, the following additional terms shall apply:

Pre-Payment; No Refunds. With respect to Electronic Material, payment for Box Mail-Back Services is made in advance and if Customer returns an unused Box, Customer will receive a refund of up to 50% of the purchase price. If Customer subsequently requests a Box for Electronic Material, Customer will be responsible for full pre-payment. With respect to Bulbs & Batteries, payment for Box Mail-Back Services is made in advance and will not be refunded after a Box has been shipped to Customer. If Customer returns an unused Box, Customer will be responsible for its shipping cost to return the Box plus a restocking fee, which is \$14 for a lamp box and \$12 for a battery/ballast box (restocking fees for other types of Boxes may vary). If Customer subsequently decides they require a Box, Customer will be responsible for the cost of re-shipping the Box.

Expiration of Boxes. Each Box must be received by Company or its subcontractor by the expiration date printed on the prepaid return shipping label, which is typically twelve (12) months (the "Expiration Date"). If Customer ships a Box (for Electronic Material only) after its original Expiration Date or requests up to a one-year extension of the Expiration Date, Customer shall pay Company an additional fee in the amount of 50% of the original Box purchase price. Company has no obligation after the Expiration Date (original or extended, if applicable) to process materials sent in for recycling and may return such materials to Customer at Customer's expense.

Safe Packaging Obligation. Customer is responsible for complying with all packaging (including safely packaging contents), sealing, and shipping instructions included with each Box.

Electronic Material Specifications. With respect to Electronic Material Box Mail-Back Services, Company reserves the right to bill additional amounts for any of the following: (i) any Box exceeding its specified maximum weight in the amount of up to \$0.83 per pound; (ii) shipping materials in the wrong Box or mixing materials in a Box; (iii) shipping materials that require additional labor for unpacking or disassembly up to \$0.37 per pound; (iv) processing electronics containing wood up to \$0.23 per pound; (v) additional shipping charges beyond the amounts prepaid for any prepaid label; and/or (vi) return shipping charges for any Excluded Waste or Boxes received with expired labels.

Bulbs & Batteries Specifications. With respect to Bulb & Battery Recycling Box Mail-Back Services, Company reserves the right to bill additional amounts for any of the following: (i) any Box exceeding its specified maximum weight up to \$1.50 per pound; (ii) shipping materials in the wrong Box or mixing materials in a Box; (iii) shipping materials that require additional labor for unpacking or disassembly; (iv) additional shipping charges beyond the amounts prepaid for any prepaid label; and/or (v) return shipping charges for any Excluded Waste or boxes with expired labels received by Company.

Automatic Reordering. For automatic reordering of Box Mail-Back Services, the following provisions will apply:

Upon receipt of a Box from Customer, Company will automatically send Customer a Box identical to the one returned by Customer. Any Box must be used by Customer within twelve (12) months of receipt or an additional charge may apply.

Company may increase rates to cover increases in shipping, recycling, refurbishment, reuse, and/or disposal rates upon notice to Customer.

Customer shall have 30 days following the expiration or termination of the Electronic Material Services or Bulb & Battery Recycling Services, as applicable, to use and return all of the Boxes in Customer's possession. Company reserves the right to bill Customer for any Boxes not received by Company within 30 days following the expiration or termination of the Electronic Material Services or Bulb & Battery Recycling Services, as applicable.

PACK-UP & PICK UP SERVICES. In connection with Pack Up & Pick Up Services, the following additional terms shall apply:

Safe Packaging Obligation. Customer is responsible for complying with all safety, packaging, sealing, and loading/palletizing instructions (including removing materials from their original packaging and/or not individually wrapping all materials) included with each order, and shall ensure such is completed prior to the scheduled pickup date.

Electronic Material Specifications. With respect to Electronic Material Pack-Up and Pick-Up Services, Customer shall ensure that Electronic Material is sorted into the following categories: (1) Video Display Devices; (2) High Grade; (3) Low Grade. A full list of Video Display Devices, High Grade and Low Grade Electronic Material is available upon request. If the Electronic Material is not properly sorted, Customer shall pay Company a sorting charge of up to \$0.22 per pound. If Electronic Material are not removed from their original packaging, an additional unpacking fee in the amount of up to \$0.37 per pound will apply. If Electronic Material are not properly loaded and palletized, an additional unsafe load conditions fee in the amount of up to \$0.37 per pound will apply.

FULL SERVICE. There is a minimum charge for Full Service. For loads of Electronic Material up to 466 pounds, the minimum charge for Full Service will be \$660. For loads of Electronic Material over 466 pounds, the charge for Full Service will be the weight of the load multiplied by the per pound charge quoted in the Service Details.

CUSTOMER'S INITIAL:

DATE: 10-20-2021

MEMORANDUM

To: Philip Stacy
Mark Cowden
Larry Howard
Bill Thomas
Mayor Bill Blackburn

From: Howard Hall

Date: October 14, 2021

Re: Agenda Item No. 11 – Approval and Reporting of Purchases and Sales

Presented for your consideration and review are the recommendations for purchase of goods or services.

B. Fleet Purchase. Staff is recommending the approval of a purchase order to Altec Industries Inc., for a total of \$181,984 to purchase a 2022 Ford F-550 truck with a new Altec Model AT48M Bucket Truck. Truck specifications meet those of Sourcewell which is a cooperative purchasing program of the nation's two leading cooperative purchasing organizations, National IPA and U.S Communities. This unit will be an addition to the fleet which was budgeted for the 2021-2022 capital budget. Attached is the quote received.

Please let me know if you have any questions or concerns.

Sincerely,

Howard Hall

Quoted for: Kerrville Public Utility Board

Customer Contact:

Phone: / Email:

Quoted by: Lori Woods

Phone: / Email: 919-528-8088 lori.woods@altec.com

Altec Account Manager: Arlan Smith

REFERENCE ALTEC MODEL	Sourcewell Price
AT41M	Articulating Telescopic Aerial Device with Material Handling Insulated, 41'
	\$156,052

(A.) SOURCEWELL OPTIONS ON CONTRACT (Unit)

1	AT41M-US48M	Articulating telescopic Aerial Device with Material Handling (insulating lower arm) with 48' boom boom height (AT48M)	\$6,041
2	AT41M-AOR	Auxiliary Outriggers, Interlock, Wooden Pads / Holders (AT48M Class 5 application only)	\$7,140
3	AT41M-AWD	All Wheel Drive	\$5,339
4			

(A1.) SOURCEWELL OPTIONS ON CONTRACT (General)

1	LR	Ladder Rack	\$1,290
2	RL	COMPARTMENT LIGHTS in Body Compartments - Rope LED (\$176 Per Compartment)	\$1,232
3			
4			
5			
6			
7			
8			
SOURCEWELL OPTIONS TOTAL:			\$177,094

(B.) OPEN MARKET ITEMS (Customer Requested)

1	UNIT		\$0
2	UNIT & HYDRAULIC ACC		\$0
3	BODY		\$0
4	BODY & CHASSIS ACC	Defender P Grill Guard and Replacement Bumper	\$1,890
5	ELECTRICAL		\$0
6	FINISHING		\$0
7	CHASSIS		\$0
8	OTHER		\$0
OPEN MARKET OPTIONS TOTAL:			\$1,890

SUB-TOTAL FOR UNIT/BODY/CHASSIS: \$178,984
 Delivery to Customer: \$3,000

TOTAL FOR UNIT/BODY/CHASSIS: \$181,984

(C.) ADDITIONAL ITEMS (items are not included in total above)

1			
2			
3			
4			

Pricing valid for 45 days

NOTES

PAINT COLOR: White to match chassis, unless otherwise specified

WARRANTY: Standard Altec Warranty for Aerials and Derricks - One (1) year parts warranty One (1) year labor warranty Ninety (90) days warranty for travel charges (Mobile Service) Limited Lifetime Structural Warranty. Chassis to include standard warranty, per the manufacturer.

TO ORDER: To order, please contact the Altec Account Manager listed above.

CHASSIS: Per Altec Commercial Standard

DELIVERY: No later than 160-190 days ARO, FOB Customer Location

TERMS: Net 30 days

BEST VALUE: Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry (Domestic and Overseas), Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.

TRADE-IN: Please ask your Altec Account Manager for more information

BUILD LOCATION: Creedmoor, NC

MEMORANDUM

To: Philip Stacy
Mark Cowden
Larry Howard
Bill Thomas
Mayor Bill Blackburn

From: Allison Bueché

Date: October 14, 2021

RE: Agenda Item #11C—Approval and Reporting of Purchases and Sales

Presented for your consideration and review are the recommendations for purchase and/or sale of goods or services.

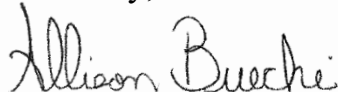
C. NISC Monthly Maintenance and Bill Print Service. Staff is recommending the approval of blanket purchase orders in the amount of:

- \$161,800 for monthly software maintenance and support (\$13,483.33 per month).
- \$163,000 for bill printing and postage (\$13,583.33 per month). Postage is approximately \$120,000 of the \$163,000.
- \$73,200 for mapping and staking for engineering (\$6,100 per month).

Requested amounts are based upon projections of historical charges as approved in the existing support agreement.

Please let me know if you have any questions or concerns.

Sincerely,



Allison Bueché
Director of Customer & Community Relations
Kerrville Public Utility Board

MEMORANDUM

To: Philip Stacy
Mark Cowden
Larry Howard
Bill Thomas
Mayor Bill Blackburn

From: Robby McCutcheon

Date: October 14, 2021

Re: Agenda Item No. 11—Reporting of Purchases

D. Dell Servers and Storage Area Network

Submitted for your consideration and review is the recommendation to purchase three new Dell servers, two Dell switches, and a Dell storage area network (SAN). This equipment will replace the current virtual environment at the main office which supports our virtual servers. The existing infrastructure is approaching end-of-life and was purchased in 2015 and 2016. This is the final year of manufacturer support for this equipment. The proposal utilizes the State of Texas DIR contract and includes five years of support and implementation services. This procurement is a budgeted item in the amount of \$300,000. Staff recommends the issuance of a purchase order in the amount of \$169,431.05 to Sterling.

Please let me know if you have any questions or concerns.

Sincerely,



Robby McCutcheon
Director of Information Technology



Quote No. Q-00426251
Ref. No. Kerrville - Server / Storage Upgrades

Date 10/13/2021
Exp. Date 11/12/2021

Sterling Account Manager

Jordan Campbell
303 Centennial Dr
North Sioux City, SD 57049
P: (512) 872-5068
F:
jordan.campbell@sterlingcomputers.com

Customer Information

Kerrville Public Utility Board
Robby McCutcheon
2250 Memorial Blvd
Kerrville, TX 78028
P: (830) 792-8260
rmccutcheon@kpub.com

Terms	FOB	Contract	Lead Time
Net 30	Destination	(DELL - DIR-TSO-3763 83AHM C0000001811	30 Days ARO

Line No.	QTY	Part Number	Description	Unit Price	Extension
1	1	210-APHW	Dell EMC S5212F-ON Switch, 12x 25GbE SFP28, 3x 100GbE QSFP28 ports, IO to PSU air, 2x PSU, OS10	\$10,676.70	\$10,676.70
2	1	210-APHW	Dell EMC S5212F-ON Switch, 12x 25GbE SFP28, 3x 100GbE QSFP28 ports, IO to PSU air, 2x PSU, OS10	\$10,569.66	\$10,569.66
3	3	210-AYJZ	PowerEdge R650 Server	\$18,242.25	\$54,726.75
4	1	210-ASTZ	PowerStore 1000T BASE ENC. FLD INST	\$93,457.94	\$93,457.94
TOTAL					\$169,431.05

Quotation Comments

Contract #: C000000181136

Ask your Sterling Account Manager about our Imaging and Asset Tagging Services.

CAGE: 06AP0 | DUNS: 938836541
TIN: 95-4634907 | F-23 12/09

MEMORANDUM

To: Philip Stacy
Mark Cowden
Larry Howard
Bill Thomas
Mayor Bill Blackburn

From: Mike Wittler

Date: October 15, 2021

Re: Agenda Item 11. – Approval and Reporting of Purchases and Sales:
Schneider Engineering, Power Supply Planning Support

- E. Ratification of Purchase, Schneider Engineering Power Supply Planning Support. In November 2020, the Board approved a blanket purchase order for a total amount of \$60,000 to Schneider Engineering to provide power supply planning and support for FYE 2021. By the end of May, we had expended 92% of the funds in that purchase order and we issued an additional purchase order for \$15,000 (the Board purchasing policy allows the General Manager to approve change orders up to 25% of the original Board approved amount). The final invoice for FYE 2021 exceeded that purchase order's allocation by \$935. I am requesting that the Board ratify a total purchase amount of \$75,935 to Schneider Engineering for power supply planning support in FYE 2021.
- F. Professional Service, Schneider Engineering Power Supply Planning Support. Staff is recommending approval of a blanket purchase order for a total amount of \$85,000 to Schneider Engineering to provide power supply planning and support for FYE 2022. The attached proposal outlines the services that Schneider has normally been providing to KPUB. We normally issue additional purchase orders to Schneider Engineering for other projects during the course of the year with amounts that are below the Board approval limit. For informational purposes, the attached table lists all purchase orders issued to Schneider Engineering since the beginning of FYE 2021.

Please let me know if you have any questions or concerns.

Sincerely,



Mike Wittler, P.E.

PO #	PO Description	Additional PO?	Recurring?	Date	Total Cost
19204	Relay Setting by Schneider Engineering		No	10/7/2020	25,000.00
19200	General Substation Engineering		Yes	10/7/2020	25,000.00
19196	RB50 Airport to Peterson Farm Road		No	10/14/2020	35,000.00
19232	POWER SUPPLY PLANNING-SCHNEIDER ENG.		Yes	10/19/2020	60,000.00
19306	REGULATORY SUPPORT- SCHNEIDER ENGINEERIG		Yes	11/30/2020	16,000.00
19556	SCHNEIDER ENGINEERING-RATE BENCHMARK ANA		No	5/24/2021	2,500.00
19524	Hunt 30 Steel Pole design		No	5/25/2021	5,000.00
19572	POWER SUPPLY PLANNING-SCHNEIDER ENG.	Yes	Yes	5/27/2021	15,000.00
19624	RIDGELAND DESIGN SCHNEIDER ENGINEERING		No	7/8/2021	28,310.00
19629	INTEGRATED RESOURCE PLAN UPDATE		No	7/12/2021	18,000.00
19646	SCHNEIDER ENGINEERING CP SUBDIVISION		No	7/22/2021	16,045.00
19693	General Substation Engineering (19200)	Yes	Yes	8/26/2021	8,000.00
19758	General Substation Engineering (19200)	Yes	Yes	10/5/2021	721.25

SCHNEIDER ENGINEERING, LLC



FISCAL YEAR 2022
(PROJECT SCOPES AND BUDGETS)

PREPARED FOR
KERRVILLE PUBLIC UTILITIES BOARD

SEPTEMBER 16, 2021

CLIENT:	Kerrville Public Utilities Board (KPUB)
PROJECT:	Power Supply Planning – ERCOT Market Support

SCOPE OF WORK:

- Procurement of short / long term energy resources.
- Management of existing power contracts and contract requirements.
- Review of monthly wholesale power invoicing from suppliers.
- Management of existing QSE agreement and agreement requirements.
- Development of strategy and procurement for congestion revenue rights as needed.
- Management of ERCOT compliance requirements as needed.
- Presentations to KPUB Board of Directors on market issues, power supply matters, and other issues as requested by the KPUB.
- Special projects as assigned by the CEO/General Manager. Budget would be amended as needed.

Cost Estimate:

Schneider Engineering, LLC. will perform services under this agreement related to the above referenced scope of work and will provide the Kerrville Public Utilities Board itemized invoices for services performed. Services will be billed on an hourly/work performed basis plus reimbursable expenses. Fees will be based on actual work performed. The estimated cost for the engineering services for the scope of work outlined above is **\$85,000**, plus reimbursable expenses.

APPROVAL: _____

DATE: _____

CLIENT:	Kerrville Public Utilities Board (KPUB)
PROJECT:	Feasibility Study for Municipal Power Agency Development

SCOPE OF WORK:

Provide KPUB with a feasibility study to determine the viability of developing / joining a Municipal Power Agency, including a cost benefit analysis.

Specific tasks include:

- Cost – benefit analysis will be performed to evaluate energy procurement, operational characteristics and costs, development costs and economies of scale to be achieved.
- Risk mitigation analysis will be performed to determine how the implementation of a Municipal Power Agency would mitigate risk for participants.
- Participant assessment analysis will assist in determining what utilities would be likely participants in such an organization.
- Organizational structure assessment will identify possible organizational and governance structures to determine optimal structure.
- Comprehensive feasibility study report will be delivered to utility management.

NOT TO EXCEED COST ESTIMATE:

Schneider Engineering, LLC. will perform services under this agreement related to the above referenced scope of work and will provide KPUB itemized invoices for services performed. Services will be billed on an hourly/work performed basis plus reimbursable expenses. Fees will be based on actual work performed. The estimated not to exceed cost for the consulting services for the scope of work outlined above is **\$35,000**.

Approval: _____

Date: _____

CLIENT:	Kerrville Public Utilities Board (KPUB)
PROJECT:	Regulatory Support Services – Agency Tracking and Compliance Support for FY2022

SCOPE OF WORK:

Schneider Engineering (SE) proposes to provide Kerrville Public Utility Board (KPUB) with ongoing Regulatory Tracking and Compliance Support services designed to address regulatory compliance issues and tasks in a proactive and timely manner.

Services and deliverables include the following:

- **Agency Tracking** for NERC, FERC, TRE, ERCOT, PUCT, EPA and other relevant electric utility regulatory agencies. Tracking tasks and activities include:
 - Attend relevant meetings, workshops, training sessions and provide meeting summaries and issue papers/written briefs as needed;
 - Monitor agency websites and other public information sources to track current standards and requirements along with any emerging / developing regulations;
 - Review emerging issues with KPUB staff. Jointly determine whether individual issues require further monitoring, or immediate action including filing comments as needed.
- **Prepare and submit all applicable reports** to TRE, NERC, ERCOT and other agencies as needed. Assist with monthly, quarterly, and annual reporting and submittals to TRE, NERC and ERCOT.
 - Assist with executing the annual self-certification information upload through the Texas RE electronic portal.
 - Coordinate NERC Alert responses with KPUB.
 - Assist / coordinate the non-standard Requests for Information (RFI).
- **Develop and maintain NERC Compliance Program (NCP), ERCOT Compliance Program (ECP), and Event Reporting Operating Plan (EROP) documents.**
 - Maintain and update KPUB’s NCP and ECP. The annual NCP and ECP provide KPUB with the overall reliability compliance roadmap and include Reliability Compliance policies and procedures along with roles and responsibilities for reliability compliance at KPUB.
 - Maintain and update KPUB’s Event Reporting and Operations Plan (EROP).
 - Review all mandatory NERC Distribution Provider-UFLS (DP-UFLS) standards and requirements and ensure compliance with applicable standards.
- **Conduct compliance review meetings and provide training to KPUB compliance team** as needed. Compliance review meetings will focus on relevant compliance issues and activities. Training will be developed for KPUB Managers, SME’s, operations personnel, and other personnel on an annual or as-needed basis.

Cost Estimate: The cost of the services depends on the amount of support required on recurring and non-recurring regulatory compliance tasks and projects. Based on experience, SE recommends an annual budget of **\$16,000** be established.

Approval: _____

Date: _____

RESOLUTION NO. 21-28

A RESOLUTION BY THE KERRVILLE PUBLIC UTILITY BOARD DESIGNATING A PUBLIC INFORMATION COORDINATOR UNDER THE TEXAS GOVERNMENT CODE.

WHEREAS, the Kerrville Public Utility Board and each of its Trustees desire to designate the Accounting Supervisor of KPUB as the public information coordinator for the Board and each Trustee under Section 552.012 of the Texas Government Code for administering the responsibilities of the Board and its Trustees under Chapter 552 of the Texas Government Code;

NOW, THEREFORE BE IT RESOLVED BY THE KERRVILLE PUBLIC UTILITY BOARD:

Section 1. That the Kerrville Public Utility Board hereby designates the Accounting Supervisor of KPUB as the public information coordinator for the Board and each Trustee under Section 552.012 of the Texas Government Code with the primary responsibility for administering the responsibilities of the Board and its Trustees under Chapter 552 of the Texas Government Code, commonly known as the Open Records Act;

Section 2. That, pursuant to Section 552.012 (c) of the Government Code, the Accounting Supervisor is designated by the Trustees to satisfy the training requirements for the Trustees under Section 552.012 (b) of the Texas Government Code;

Section 3. That any prior Resolutions or parts thereof in conflict with this Resolution are hereby repealed to the extent of any conflict.

PASSED, APPROVED AND ADOPTED on this 20th day of October, 2021.

Philip Stacy, Chairman

ATTEST:

Larry Howard, Secretary

MEMORANDUM

To: Philip Stacy
Mark Cowden
Larry Howard
Bill Thomas
Mayor Bill Blackburn

From: Paul Martinez

Date: October 14, 2021

RE: Agenda item # 13 — Capital Budget and Reliability Reports

Attached for your review are the fourth quarter Capital Budget and Reliability Reports

Attachment 13A: FY21 Fiscal Year End Capital Budget Report

- This table contains the fourth quarter expenditures and the budgeted amounts for each capital improvement project.

Attachment 13B: FY21 Fiscal Year End Reliability Report

- This table and charts show the System Average Interruption Duration Index (SAIDI) for each substation and the overall system broken out by quarter

As previously discussed for this iteration of the reliability report we have reformatted for ease of understanding. This table shows the SAIDI with and without Major Event Days.

For ease of reference, SAIDI is read as consumer minutes and is the number of minutes each customer saw an outage for that location and that period of time. It is an industry standard metric.

Please let me know if you have any questions or concerns and I'd be happy to address them.

Best regards,



Paul Martinez, PMP, PE
Director of Engineering

CAPITAL BUDGET REPORT
FISCAL YEAR OCTOBER 1, 2020 - SEPTEMBER 30, 2021

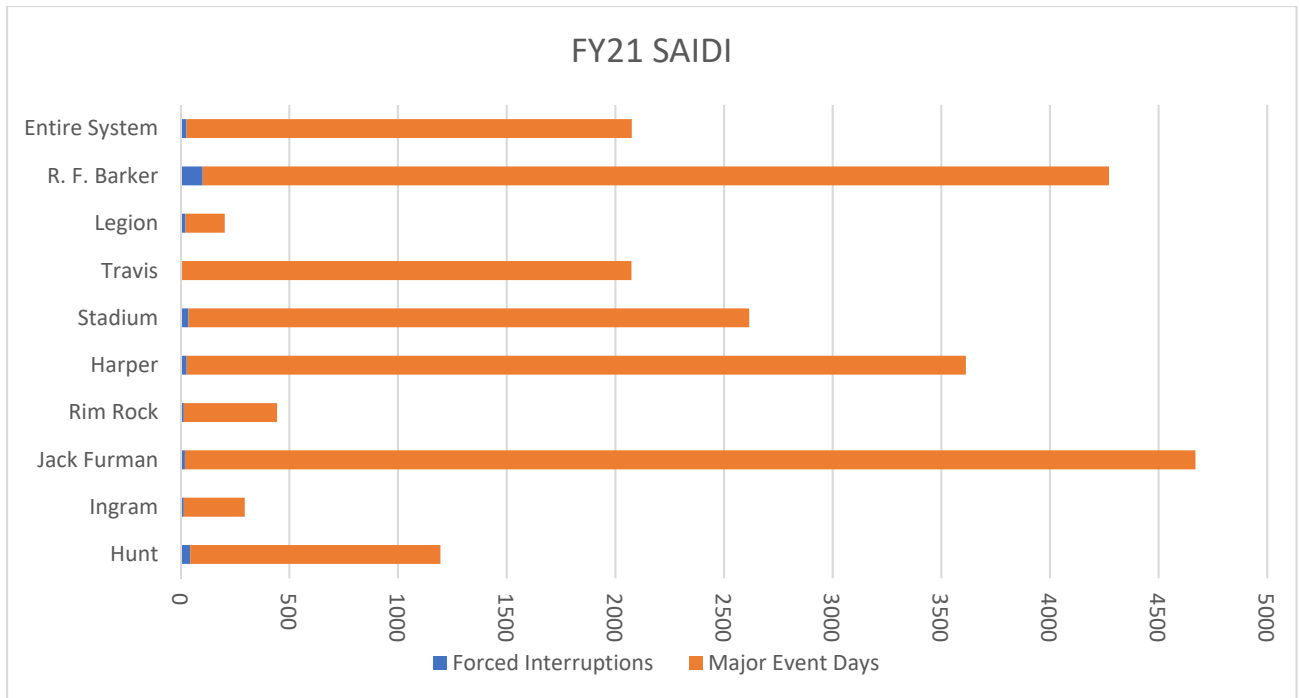
Budget No.	Description	Budget Amount	Qtr 1 (Oct-Dec)	Qtr 2 (Jan-Mar)	Qtr 3 (Apr-June)	July Actual	August Actual	September Actual	Qtr 4 (July-Sep)	YTD Total	% Budget Complete	Loan Balance
0	Retirement W/O Replacement	\$ -	\$ -	\$ -	\$ 755.75	\$ (356.98)	\$ -	\$ -	\$ (356.98)	\$ 398.77	0%	\$ (398.77)
40900	Energy Conservation Programs FY20-21	\$ 154,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 154,000.00
40901	Energy Eff. Programs FY 20-21	\$ 95,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 95,000.00
40902	Education & Training FY20-21	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -
41701	Existing AMR System	\$ 30,000	\$ 1,768.00	\$ -	\$ -	\$ 25,670.40	\$ -	\$ -	\$ 25,670.40	\$ 27,438.40	91%	\$ 2,561.60
41714	Customer Extensions	\$ 624,058	\$ 79,545.80	\$ 264,685.69	\$ 148,738.80	\$ 109,236.99	\$ 62,866.88	\$ 66,882.00	\$ 238,985.87	\$ 731,956.16	117%	\$ (107,898.16)
41721	Street Lights	\$ 114,720	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 114,720.00
41723	Padmount Refurbish & Replacements	\$ 236,520	\$ -	\$ -	\$ -	\$ 1,264.04	\$ -	\$ -	\$ 1,264.04	\$ 1,264.04	1%	\$ 235,255.96
41725	Digger Derrick (Replace Unit #3218)	\$ 245,000	\$ 208,000.00	\$ 1,514.60	\$ 1,550.00	\$ -	\$ 16,660.00	\$ -	\$ 16,660.00	\$ 227,724.60	93%	\$ 17,275.40
41726	Tension/Reel Carrier (Replace Unit #3186)	\$ 100,000	\$ -	\$ -	\$ 82,814.00	\$ -	\$ -	\$ 10,094.00	\$ 10,094.00	\$ 92,908.00	93%	\$ 7,092.00
41727	Ford F-150 Single Cab (Rep. Un #3228)	\$ 27,500	\$ -	\$ 53,734.74	\$ 5,630.61	\$ (31,952.81)	\$ -	\$ -	\$ (31,952.81)	\$ 27,412.54	100%	\$ 87.46
41728	Ford F-150 Single Cab (New Un #3263)	\$ 27,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 27,500.00
41730	Ordinary Replacements	\$ 75,000	\$ -	\$ -	\$ 8,032.46	\$ 20.49	\$ 1,689.02	\$ 401.16	\$ 2,110.67	\$ 10,143.13	14%	\$ 64,856.87
41731	System Improvements	\$ 1,641,420	\$ 98,184.68	\$ 654,746.31	\$ 325,676.84	\$ 10,553.45	\$ (64,825.78)	\$ 14,389.97	\$ (39,882.36)	\$ 1,038,725.47	63%	\$ 602,694.53
41732	Power Factor Improvements/Control Replac	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 50,000.00
41733	Pole Inspection Replacements	\$ 600,000	\$ 47,751.41	\$ 76,311.71	\$ 147,912.21	\$ 129,871.62	\$ 44,814.77	\$ 81,223.62	\$ 255,910.01	\$ 527,885.34	88%	\$ 72,114.66
41734	Reliability Improvements	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 25,000.00
41747	Harper Rd./Equipment Upgrade	\$ 147,000	\$ 90,673.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 90,673.00	62%	\$ 56,327.00
41748	DA Equipment Deployment	\$ 350,000	\$ -	\$ 149,729.76	\$ 18,341.64	\$ 14,898.74	\$ 11,000.40	\$ 26,411.00	\$ 52,310.14	\$ 220,381.54	63%	\$ 129,618.46
41749	SCADA Upgrades	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 150,000.00
41750	Minor System Improvements	\$ 300,000	\$ -	\$ 3,190.11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,190.11	1%	\$ 296,809.89
41760	IT Normal Replacements	\$ 65,000	\$ 6,015.99	\$ 2,571.89	\$ 12,140.42	\$ 2,925.00	\$ -	\$ 19,973.92	\$ 22,898.92	\$ 43,627.22	67%	\$ 21,372.78
41761	Network Infrastructure	\$ 75,000	\$ -	\$ 46,260.58	\$ 14,984.08	\$ -	\$ -	\$ 572.54	\$ 572.54	\$ 61,817.20	82%	\$ 13,182.80
41762	Security Camera Upgrade	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 50,000.00
41763	Email System Upgrade	\$ 45,000	\$ -	\$ -	\$ -	\$ 412.50	\$ -	\$ 412.50	\$ 825.00	\$ 825.00	2%	\$ 44,175.00
41764	Access System Upgrade	\$ 50,000	\$ 837.93	\$ 6,682.07	\$ 363.38	\$ -	\$ -	\$ -	\$ -	\$ 7,883.38	16%	\$ 42,116.62
41765	Fuel Management Upgrade	\$ 25,000	\$ -	\$ -	\$ 29,448.55	\$ 2,589.69	\$ 4,192.94	\$ -	\$ 6,782.63	\$ 36,231.18	145%	\$ (11,231.18)
41766	VM Ware	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 50,000.00
41767	Microsoft Office 2019 Upgrade	\$ 25,000	\$ -	\$ 14,702.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,702.00	59%	\$ 10,298.00

CAPITAL BUDGET REPORT
FISCAL YEAR OCTOBER 1, 2020 - SEPTEMBER 30, 2021

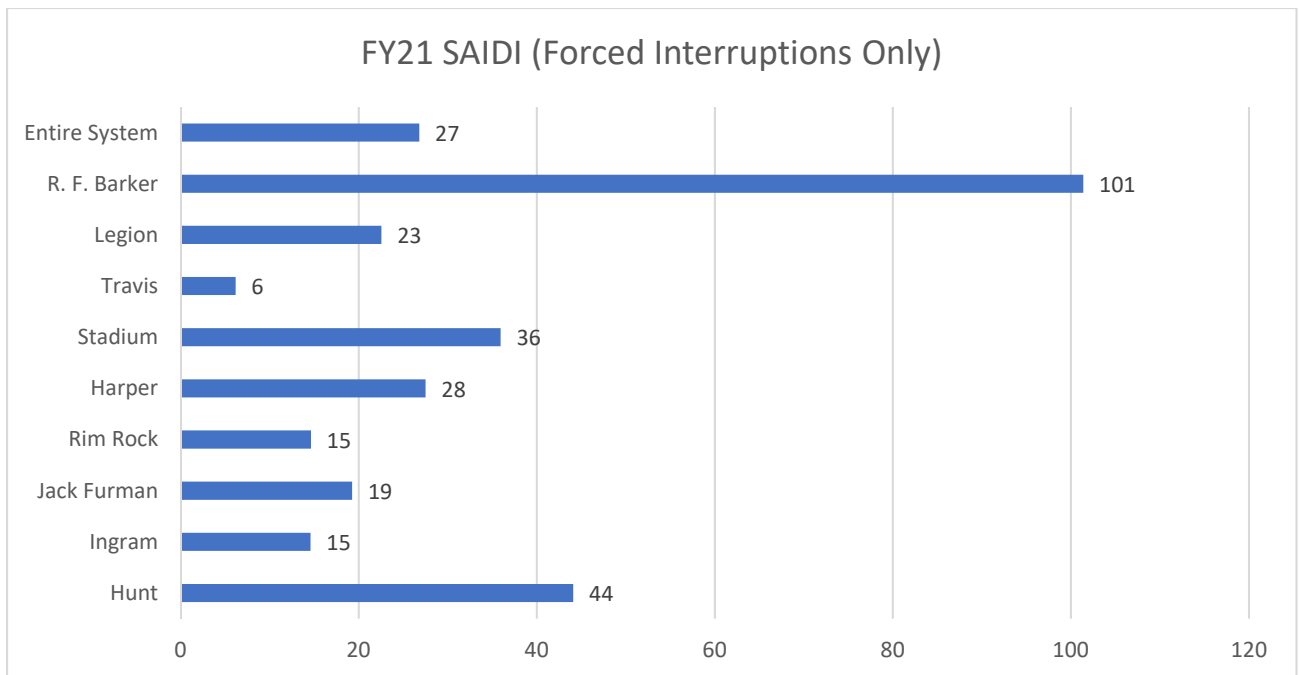
Budget No.	Description	Budget Amount	Qtr 1 (Oct-Dec)	Qtr 2 (Jan-Mar)	Qtr 3 (Apr-June)	July Actual	August Actual	September Actual	Qtr 4 (July-Sep)	YTD Total	% Budget Complete	Loan Balance
41768	UPS	\$ 35,000	\$ -	\$ -	\$ 495.30	\$ -	\$ -	\$ -	\$ -	\$ 495.30	1%	\$ 34,504.70
41769	Fiber Optic Communications	\$ 175,000	\$ -	\$ -	\$ 2,235.00	\$ -	\$ -	\$ -	\$ -	\$ 2,235.00	1%	\$ 172,765.00
41770	Board Room Technology Upgrade	\$ 70,000	\$ 24,697.10	\$ 4,997.97	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 29,695.07	42%	\$ 40,304.93
41774	Office Furniture	\$ 17,220	\$ -	\$ -	\$ 569.97	\$ -	\$ -	\$ -	\$ -	\$ 569.97	3%	\$ 16,650.03
41775	Facilities Improvements	\$ 180,380	\$ 7,000.00	\$ 23,980.00	\$ 198.53	\$ -	\$ 9,270.00	\$ -	\$ 9,270.00	\$ 40,448.53	22%	\$ 139,931.47
41776	Misc. Building Improvements	\$ 25,000	\$ 180.00	\$ -	\$ 10,097.79	\$ 2,747.50	\$ -	\$ 4,593.00	\$ 7,340.50	\$ 17,618.29	70%	\$ 7,381.71
41778	Demonstration EE Projects	\$ 30,000	\$ -	\$ 25.67	\$ 4,600.00	\$ -	\$ -	\$ 210.00	\$ 210.00	\$ 4,835.67	16%	\$ 25,164.33
41779	Misc. Capital Tools/Radios	\$ 25,000	\$ -	\$ -	\$ 1,283.24	\$ 1,145.00	\$ -	\$ 1,412.81	\$ 2,557.81	\$ 3,841.05	15%	\$ 21,158.95
41903	Community Support Tracking FY20-21	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -
	Totals:	\$ 5,935,318	\$ 564,654	\$ 1,303,133	\$ 815,869	\$ 269,026	\$ 85,668	\$ 226,577	\$ 581,270	\$ 3,264,926	55%	\$ 2,670,392.04
	Percent of Total Budget:		9.5%	22.0%	13.7%	4.5%	1.4%	3.8%	9.8%	55.0%		

Substation		FY21					Significant Events
		Q1	Q2	Q3	Q4	FY	
Hunt (Hunt)	w/o ME	3.39	3.88	15.34	21.34	44.10	04/20/2021 Hunt Sub lock out. 2 hrs. 2160 Customers. Cause: Buzzard on high side of buss work.
	w/ ME	3.39	1074.15	98.01	21.34	1195.72	
Ingram (Ingram)	w/o ME	0.63	0.19	10.62	3.14	14.58	
	w/ ME	0.63	276.01	15.14	3.14	295.11	
Jack Furman (Kerrville/Ingram)	w/o ME	0.00	0.00	18.99	0.20	19.26	
	w/ ME	0.00	4625.05	45.11	0.20	4670.51	
Rim Rock (Kerrville South)	w/o ME	0.80	5.67	5.56	2.40	14.64	**05/30/2021 RR10 lock out. Cause: Vehicle Vs. Pole. 4.5 hours. 724 customers. **08/17/2021 RR10 bad transformer. Cause: Equipment failure. 38 minutes. One customer.
	w/ ME	0.80	353.84	80.10	2.42	443.54	
Harper (West Kerrville)	w/o ME	0.74	10.44	3.10	12.98	27.52	
	w/ ME	0.74	3575.06	42.17	12.98	3613.27	
Stadium (Central Kerrville)	w/o ME	0.38	11.88	15.67	7.48	35.95	
	w/ ME	0.38	2593.14	16.11	7.48	2616.96	
Travis (Center East Kerrville)	w/o ME	1.32	0.32	3.25	1.28	6.18	
	w/ ME	1.32	2086.61	3.79	1.28	2074.75	
Legion (East Kerrville)	w/o ME	10.97	7.25	0.93	4.96	22.55	
	w/ ME	10.97	223.15	10.01	4.96	203.05	
R. F. Barker (Center Point)	w/o ME	0.79	17.87	22.14	60.42	101.40	* 08/17/21 RB20 lock out. 5 hours. 1109 Customers. Cause: Line down off of Sutherland/Lightning, Tap was not fused. Time of outage was 02:14. Restoral time was 07:17. ** 08/17/21 RB20 lock out. 38 min. 987 customers. Cause: OMS reported outage on same line as previous outage that had not been restored yet. Time out showing 05:01. Time of restoral showing 05:39. ** 05/28/2021 Line section outage on RB20. 5 hours. Cause: Lightning.
	w/ ME	0.79	3885.86	24.64	363.75	4272.86	
Total	w/o ME	1.94	6.57	8.11	10.05	26.81	* All substations had rolling black outs on Feb. 11,14,15,16,17 &23rd. Cause: LCRA/ERCOT managing outages/load.
	w/ ME	1.94	2016.42	34.49	24.37	2075.91	

FY21 Totals (with and without Major Event Days)



For ease of visualizing only Forced Interruptions



MEMORANDUM

To: Philip Stacy
Mark Cowden
Larry Howard
Bill Thomas
Mayor Bill Blackburn

From: Paul Martinez

Date: October 14, 2021

RE: Agenda item # 14 — Report and Consideration on Energy Efficiency Programs

The following table summarizes the Energy Efficiency Rebate Program performance for the past fiscal year.

Program	Number of Customer Rebates	Cost	Utilization Percentage
HVAC Rebates	57	\$20,450.00	21.53%
Contractor HVAC Rebates	57	\$2,850.00	3.00%
Window Unit	2	\$50.00	0.05%
Insulation Rebates	2	\$392.00	0.41%
Pump/Motors	0	\$0.00	0.00%
Water Heater	1	\$300.00	0.32%
Windows	9	\$3,605.17	3.79%
Smart Thermostat	3	\$75.00	0.08%
Shade Tree	2	\$100.00	0.11%
Total	75	\$27,822.17	29.29%

For fiscal year ending in 2022, the budget of the combined pool of Energy Efficiency Program remains the same at \$95,000.

Please let me know if you have any questions or concerns and I'd be happy to address them.

Best regards,



Paul Martinez, PMP, PE
Director of Engineering

MEMORANDUM

To: Philip Stacy
Mark Cowden
Larry Howard
Bill Thomas
Mayor Bill Blackburn

From: Mike Wittler

Date: October 15, 2021

Re: Agenda Item 15. – Discussion of Organization Structure

Attached are the organization charts for KPUB. Some organizational changes were made with the new fiscal year:

- Tammye Riley has added responsibility of overseeing the field services group and maintenance and construction group as the Director of Operations.
- Purchasing and facilities has be reassigned to Amy Dozier, Director of Finance.
- Customer service has been reassigned to Allison Bueché as Director of Customer and Community Relations.

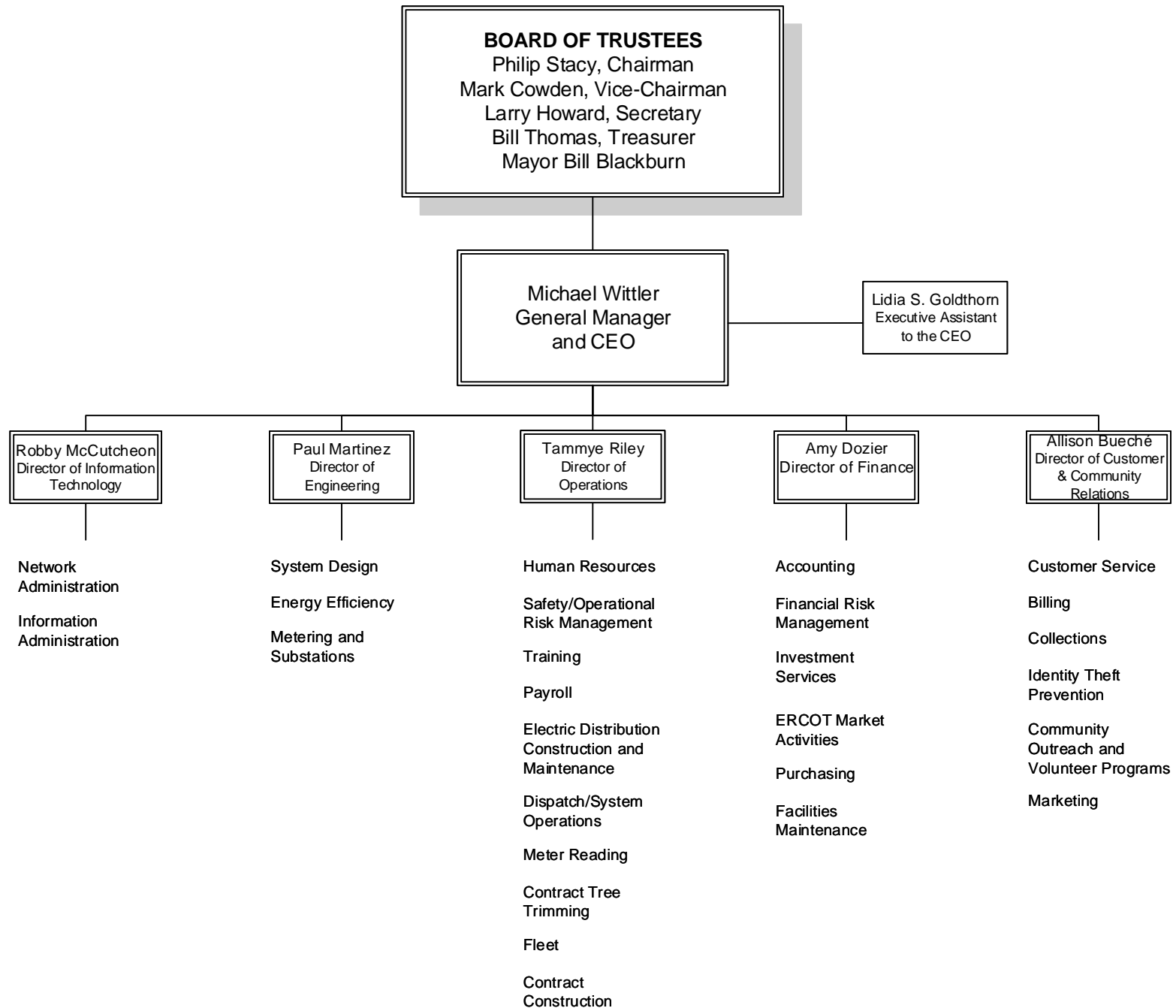
Please let me know if you have any questions or concerns.

Sincerely,

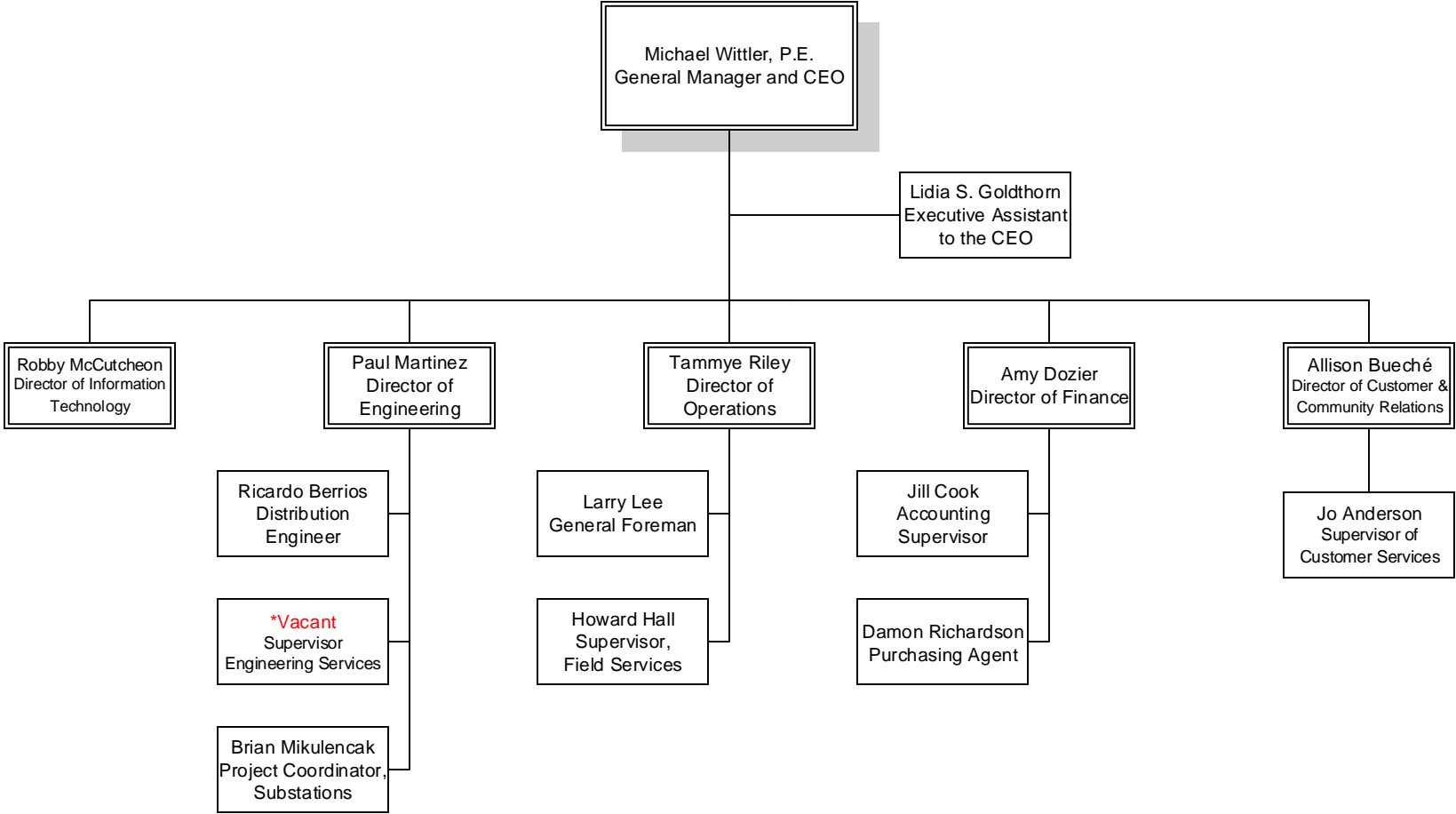


Mike Wittler, P.E.

Kerrville Public Utility Board
2021 Board Organization Chart
 October 01, 2021



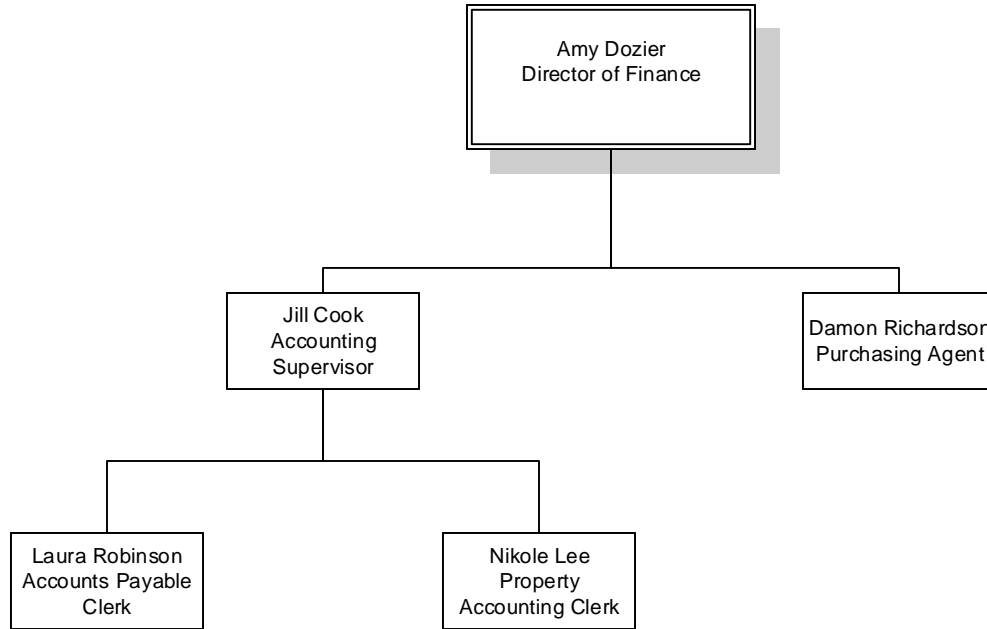
Kerrville Public Utility Board
 2021 Organization Chart
 October 01, 2021



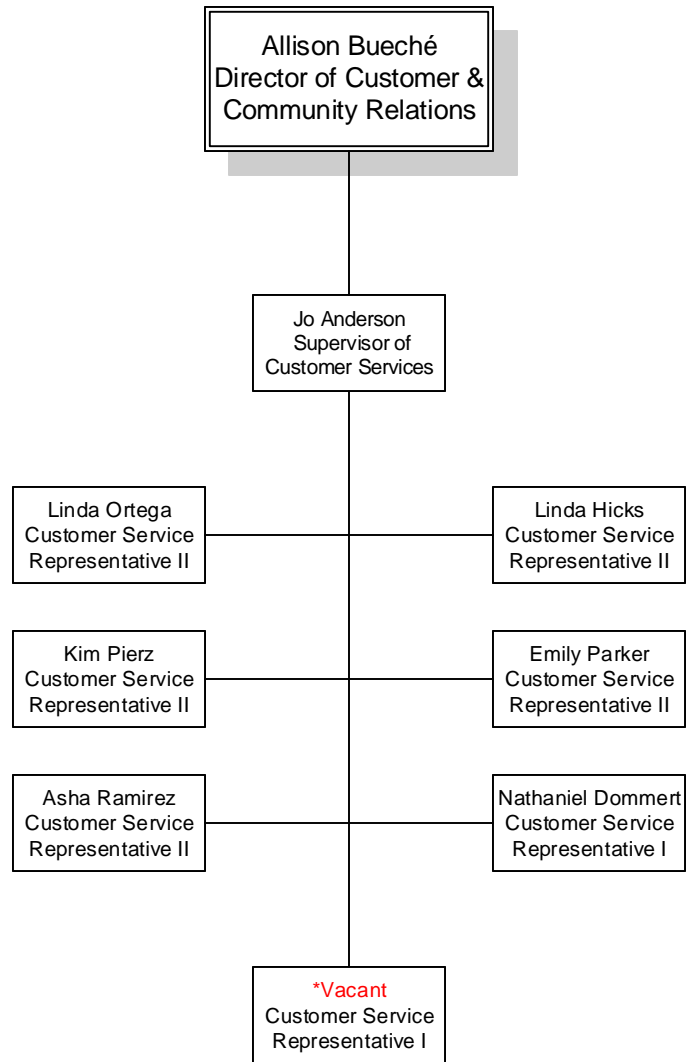
Kerrville Public Utility Board

Accounting

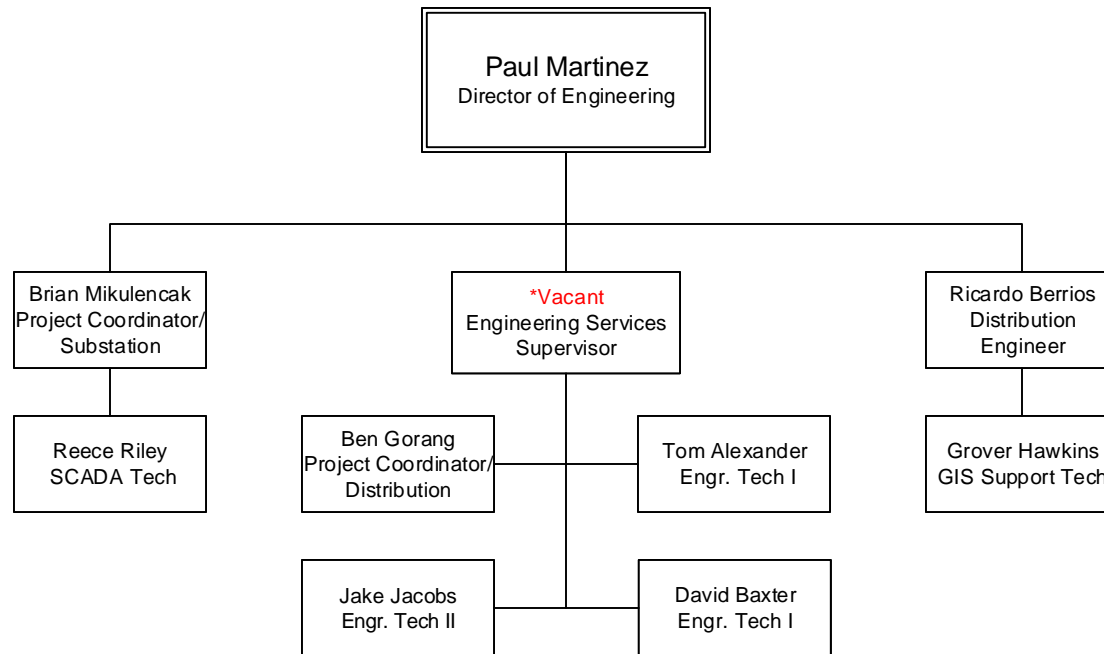
October 01, 2021



Kerrville Public Utility Board
Customer Service
October 01, 2021



Kerrville Public Utility Board
Engineering
October 01, 2021



Kerrville Public Utility Board
Operations
 October 01, 2021

Tammye Riley
 Director of Operations

