

AGENDA
GILLESPIE COUNTY COMMISSIONERS COURT
REGULAR MEETING
MONDAY, JANUARY 8, 2024
GILLESPIE COUNTY COURTHOUSE
FREDERICKSBURG, TEXAS
9:00 O'CLOCK A.M.

Invocation and Pledge of Allegiance.

1. Call meeting to order.

2. Consent Agenda - routine business items that the Court will act upon collectively in single motion, unless an item is requested to be removed from the Consent Agenda by any member of the Commissioners Court, in which case the removed item will be considered, discussed, and acted upon separately as a regular agenda item.
 - a) Consider approval of Bills & Claims and payments via electronic fund transfers.

 - b) Consider approval of Journal Entries & Budget Amendments (Line Item Transfers).

 - c) Consider approval of payroll claims & related expenses.

 - d) Consider approval of Departmental Reports.

 - e) Consider approval of Fees of Office.

3. Consider designating new locations at which Commissioners Court meetings are to be held in calendar year 2024, pursuant to the Texas Local Government Code Section 81.005.

4. Consider the appointment of Judge Pro Tem.

5. Consider approval of the composition of the Salary Grievance Committee for FY2024, pursuant to the Texas Local Government Code Sec. 152.014.

6. Consider approval of lease for T-Hangar space at the County Airport, and authorization for execution of documents.

7. Receive and discuss presentation from the Medical Guardians group concerning the recent Hill Country Memorial Hospital sale and transition.
8. Consider approval of contract between ARC and Gillespie County, for the provision of services to adults with developmental and/or intellectual disabilities, and authorization for execution of documents.
9. Consider approval of proposal from RAC, Inc. Elevator Inspection Service to perform annual safety test on elevators at Gillespie County Jail, and authorization for execution of documents.
10. Consider approval of the purchase of janitorial supplies for the jail from Ecolab, in the amount of \$14, 252.32.
11. Consider approval of request for two (2) County cell phones for personnel in the Sheriff's Office.
12. Consider approval of Request for Proposal (RFP) to solicit bids for purchase and installation of a back-up generator for Gillespie County Law Enforcement Center.
13. Review and accept the continuing education transcript and training for Commissioner Weinheimer, Precinct 4, demonstrating compliance with Local Government Code §81.0025.
14. Consider amendment to levy of local fees for Alcohol Beverage Permits & Licenses.
15. Consider and discuss the County's current contract with W. Wells for outside professional engineering services, consider and discuss any amendments to the contract, and consider taking appropriate action related thereto.
16. Consider approval of advertising for personnel in IT Department.
17. Consider re-appointment of individuals to the Gillespie County Child Services Board, for a three (3) year term beginning on January 1, 2024.

18. Consider approval of quote from Dell Technologies for renewal of annual warranty coverage for hardware in the Communications Center.
19. Consider approval of accepting donations of books and other items for the County Library.
20. Consider approval of declaring obsolete, damaged, and unusable books and other Library items as salvage, and authorize for disposal of same by recycling.
21. Consider approval of hiring or transferring personnel for vacant positions in the Sheriff's Office.
22. Deliberation concerning the appointment, employment, reassignment, evaluation, duties, discipline, and/or dismissal of County personnel, and consider taking appropriate action related thereto (551.074).
23. Consider approval of hiring personnel in the Human Resources office.

Sec. 81.005. TERMS OF COURT, MEETINGS. (a) At the last regular term of each fiscal year of the county, the commissioners court by order shall designate a day of the week on which the court shall convene in a regular term each month during the next fiscal year. If the completion of the court's business does not require a monthly term, the court need not hold more than one term a quarter. A regular term may continue for one week but may be adjourned earlier if the court's business is completed.

(b) The county judge or three county commissioners may call a special term of the court. A special term may continue until the court's business is completed. A special term may be held at a meeting place located in the county and outside the county seat if:

(1) the commissioners court agrees to meet in that location; and
(2) the meeting place is in a building providing public access that can accommodate the number of persons expected to attend the meeting.

(c) Except as provided by Subsections (b) and (f) of this section, the term shall be held at:

(1) the county seat at the courthouse;
(2) an auxiliary courthouse, courthouse annex, or another building in the county acquired by the county under Chapter 292, 293, or 305 or another law, that houses county administration offices or county or district courts, located inside the municipal limits of the county seat;
(3) the regular meeting place of another political subdivision if:

(A) the commissioners court meets with the governing body of that political subdivision located wholly or partly within the county; and

(B) the regular meeting place of that political subdivision is in the county;

(4) a meeting place in the county in a building owned by another political subdivision located wholly or partly in the county if:

(A) the commissioners court meets with the governing body of that political subdivision;

(B) the places where the commissioners court and the governing body of the political subdivision regularly hold their meetings are not large enough to accommodate the number of persons expected to attend the meeting; and

(C) the meeting place in the building owned by the political subdivision is large enough to accommodate the expected number of persons; or

(5) a meeting place in the county in a building owned by the county if:

(A) the place where the commissioners court regularly holds its meetings is not large enough to accommodate the number of persons expected to attend the meeting; and

(B) the meeting place in the building owned by the county is large enough to accommodate the expected number of persons.

(d) At the first regular term of each calendar year, the commissioners court may select, on no less than seven days notice, a new site at which terms are to be held during that year pursuant to Subsection (c) (2).

(e) On initial enactment of this legislation the county commissioners court may select a new site pursuant to Subsection (c) (2) on seven days notice and passage at a regular meeting of commissioners court.

(f) If the commissioners court determines that in the interest of public safety the term should be held at a site other than the site selected under Subsection (d), the commissioners court may, after notice, hold a term at a different site as determined by the commissioners court.

(g) Any business of the commissioners court that is required by law to be conducted at a regular term may also be conducted at any meeting of the court held on a day on which the court routinely and periodically meets, regardless of whether the periodic interval is weekly, monthly, quarterly, annually, or some other interval.

(h) The commissioners court may designate a day of the week on which the court shall convene in a regular term each month other than the day of the week designated under Subsection (a).

Sec. 152.014. SALARY GRIEVANCE COMMITTEE. (a) In each county there is a salary grievance committee composed of the county judge and:

(1) the sheriff, county tax assessor-collector, county treasurer, county clerk, district clerk, county attorney or criminal district attorney, and the number of public members necessary to provide nine voting members; or

(2) nine public members, if the commissioners court votes to have nine public members.

(b) The county judge is chairman of the committee, but is not entitled to vote.

(c) Public members must be residents of the county.

LEASE AGREEMENT

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF GILLESPIE §

This lease agreement is entered into by and between the COUNTY OF GILLESPIE, TEXAS, hereinafter referred to as "Lessor", who is the owner of Gillespie County Airport, hereinafter referred to as "Airport" and

NAME	Joe Hahn
ADDRESS	217 Grant Cannon Lane
CITY	Lakeway
STATE	TX
ZIP CODE	78738
PHONE	REDACTED
MAKE/TYPE OF AIRCRAFT	Cessna 182S
REGISTRATION NUMBER	N102MA
REGISTERED OWNER	Joe Hahn c/o Squaw Creek Aviation, LLC
EMAIL	REDACTED

hereinafter called "Lessee."

Lessor and Lessee agree to the following terms, considerations and obligations:

1. Lessor does demise, lease and let unto Lessee Hangar Unit Number 20 in Hangar C (hereinafter the "Hangar Space" or "leased premises") for the period of 12 months commencing upon 01/01/2024 with automatic renewal for a 12 month period at the end of each lease term until this Lease Agreement is terminated in accordance with the provisions in paragraph 3 below.

2. Lessee agrees to pay to Lessor rent upon execution of this Lease Agreement of \$ 265.00 per month, payable in advance by the 10th day of each month, or \$ 2,915.00 per year if paid in one lump sum payment by January 10th for the full calendar year (which is equivalent to a total of 11 months rental fees). Any payment received after the 10th day of the month must include a \$25.00 late fee. In the event a check is returned for insufficient funds, a \$25.00 return check fee will be assessed. Refusal to pay rent or the above stated fees will constitute a breach of this agreement and lessee must vacate the hangar immediately. If Lessee fails to vacate the premises within 10 days after receiving written notice of default from Lessor, Lessor is authorized to retake possession of said premises and terminate this lease. Note: Rent is subject to Consumer Price Index (CPI) adjustment every October.

3. This Lease Agreement may be terminated for any reason by written notice of either party 30 days in advance of effective termination date. Upon termination, Lessee shall

promptly clean, remove all refuse and vacate the Hangar Space, and return all keys to Lessor. Lessor will prorate and refund any unused portion of rent.

4. Rent may be adjusted at any time provided that 60 days' prior written notice has been given to Lessee.

5. Lessee agrees to provide written notice to Lessor of any telephone, address or aircraft changes within 10 days of said change.

6. Obligations of Lessor shall be payment of property taxes, electricity, and maintenance of the Hangar Building, its services and equipment, in good working order, to wit:

- A. Electricity service, (120V, 15A), to each unit.
- B. Lights in each hangar space.
- C. Sliding doors.

7. General obligations of Lessee for the use of the airport and hangar space are:

- A. Maintain the Hangar Space reasonably clean and free of trash, litter, junk cars, scrap aircraft parts and other materials, which are unrelated to normal operation and maintenance of aircraft.
- B. Abide by the applicable rules of the Environmental Protection Agency, Texas Commission on Environmental Quality, Texas Department of Agriculture, Texas Department of Transportation, or any other public agency concerning the use, storage, and disposal of hazardous chemicals, batteries, fuel and oil.
- C. Abide by the manufacturer's directions in regards to the use, storage and disposal of pesticides, herbicides, and other chemicals and their containers.
- D. Comply with Gillespie County Airport Rules and Regulations.
- E. Allow Lessor to enter the leased space to perform inspections of and maintenance and repairs to the premises.

8. Further specific obligations of Lessee are:

- A. Lessee agrees to use the Hangar Space only for aviation related activity, which for these purposes is defined as those activities normally related to the operation and storage of an aircraft at a public airport.
- B. Lessee shall undertake no alterations or modifications to the Hangar Space or building without the prior written consent of Lessor, and upon termination of this Lease Agreement, any such alterations or modifications shall become property of the Lessor.
- C. Lessee shall not sublease, assign, sell or transfer this Lease Agreement or any right hereunder to any person or entity without the prior written consent of the Lessor.
- D. Lessee shall not store any combustible materials in the Hangar Space, and further agrees to keep all other material or parts relevant to airplane operation or maintenance in suitable containers within the Hangar Space.

- E. Lessee shall keep Hangar Space doors closed and locked during his absence.
- F. Lessee shall not use the Hangar Space for any illegal or unauthorized purpose.
- G. Lessee, at its expense, shall repair or cause to be repaired any damage to the Hangar Space caused by Lessee.
- H. Lessee shall not block other tenants' access to their hangars.
- I. Lessee will not operate aircraft engine while aircraft is in a hangar and will not at any time operate engine so that the prop blast enters any Hangar.
- J. Lessee will indemnify, defend and hold Lessor harmless from any loss, claims, costs, or attorney's fees arising out of Lessee's use of the Hangar Space.
- K. Lessee shall not cause or allow a lien to be placed on any of Lessor's premises.

9. LESSOR ASSUMES NO LIABILITY for damage to aircraft or other property from any cause while the same are stored in the Hangar Space or being operated on the premises. --

10. This Lease Agreement embraces the entire agreement of the parties, and no other agreement of whatever form shall be recognized, except that this Lease Agreement may be modified by written addendum of the parties and attached hereto.

11. Attorney Fees. In the event any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party a reasonable sum for the successful party's attorney's fees.

12. Severability. The invalidity of any portion of this agreement shall not affect the validity of the remaining portions thereof.

13. This Lease Agreement shall be governed by the laws of the State of Texas, and venue of any action brought under this Lease Agreement shall be in Gillespie County, Texas.

14. This Lease Agreement is performable in Gillespie County, Texas.

EXECUTED this _____ day of _____, _____.

LESSOR:

By: _____

LESSEE:

By:  _____

Date: December 11, 2023

To: Gillespie County Commissioners and County Judge

As you are aware, the Hill Country Memorial Hospital was sold to Methodist/HCA this year and the details of the sale remain shrouded in mystery. Many of your constituents have supported the hospital and given money to the hospital since the 1970s. It seems fair to ask questions such as: How much was it sold for? Did Methodist/HCA make any commitments to sustain or grow local healthcare services after the sale? Was this an ethical and arm's length negotiated sale?

Most of these questions could be easily answered by the evaluation of the asset purchase agreement. Leadership of the prior Hospital Board of Trustees has failed to openly discuss or produce this agreement. Why? If the asset purchase agreement shows their actions to be sound (i.e., a great deal for the community and free of conflicts of interest), wouldn't it be to their benefit to be more open to independent scrutiny?


Many in our community have asked that a board position of the new entity, Create Healthy, be someone from an elected office (City Council, School Board, Commissioners, etc.) so the public might have more confidence in this whole endeavor. This idea has been rebuffed by the old and new Board of Trustees which only worsens public trust. This begs the question: Does it seem right that the old Board of Trustees should have the authority to appoint the officers and new board of Create Healthy, the largest foundation in the Hill Country with no input from elected officials representing community donors?

It has been a quite unfortunate and disruptive episode for our wonderful community, and there remain many unhappy and skeptical community members. What the community needs most at this time is transparency.

To start the healing process, would you be willing to ask for and evaluate the asset purchase agreement? Without knowing what the prior Hospital Board agreed to, how can the community know whether Methodist/HCA is abiding by its commitments? Best practices for non-profit hospital sales to for-profit buyers (such as ours), requires an oversight committee to look out for the community's interests. As it turns out, the Texas Attorney General's office may provide information to any officer of this state charged with the enforcement of laws (Tex Bus Orgs Code Section 12.154). For this reason, our community is totally reliant on your position and your help.

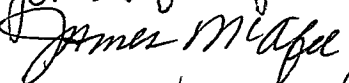
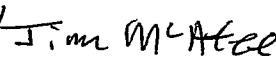
Also, could you once again ask for representation on the new board of Create Healthy? The community deserves to know whether this new entity is being faithful to those that originally were asked and subsequently gave money in order to support our hospital and healthcare needs.


Robert R Murray MD


Sharon Joseph

TIM DOOLEY



JENNIFER JONES
 / 

ASSOCIATION FOR RETARDED CITIZENS CONTRACT

STATE OF TEXAS, §
COUNTY OF GILLESPIE §

WHEREAS, Gillespie County, Texas ("COUNTY"), a political subdivision of the State of Texas, has the authority, under the Texas Local Government Code, to establish, provide, maintain, operate and supervise adult mentally handicapped training and employment facilities; and,

WHEREAS, COUNTY has the authority to provide for indigent residents of COUNTY, including the adult mentally handicapped; and,

WHEREAS, COUNTY has the authority to enter into contracts with private non-profit organizations to provide such services to the adult mentally handicapped; and,

WHEREAS, the Association for Retarded Citizens ("ARC"), a Texas non-profit corporation, is engaged in the provision of services to the adult mentally handicapped, and desires to enter into a contract for the provision of certain services to the adult mentally handicapped of COUNTY.

IT IS THEREFORE AGREED that:

1. ARC will provide services to the residents of COUNTY as follows:
 - a. facilities and programs to COUNTY's adult mentally handicapped; and
 - b. training and employment facility to the adult mentally handicapped of Gillespie County.
2. This contract is not exclusive, and COUNTY reserves the right to contract with additional parties for the provision of any and all services covered by this Agreement.
3. ARC currently has and shall maintain at all times during the term of this Agreement a policy of liability insurance in the following minimum amounts:
 - \$ 500,000.00 Combined Single Limit Commercial General Liability
 - \$ 1,000,000.00 Automobile Liabilityor in such other minimum amounts as COUNTY may require. COUNTY shall be named as an additional insured on all of ARC's insurance policies and ARC shall furnish evidence of such insurance to COUNTY.
4. ARC shall indemnify and save harmless Gillespie County and its agents and employees from all suits, actions, or claims of any character, type, or description, brought or made for

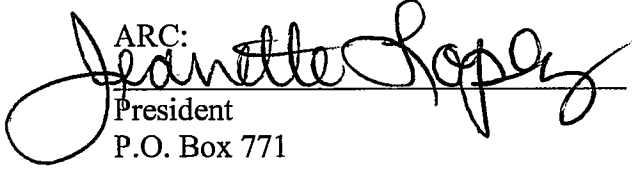
or on account of, any injuries or damages received or sustained by any person or property, arising out of, or occasioned by, the acts of ARC or its agents or employees, in the execution or performance of this contract.

5. ARC agrees to operate under a policy of non-discrimination with regard to the provision of said services. Such policy shall prohibit discrimination on the basis of race, sex, age, religion, color, handicap, disability, national origin, language, political affiliation or belief, or other non-merit factor. Acts of discrimination shall constitute a material breach of contract.
6. ARC agrees to comply fully with any and all applicable laws, local, state, and federal, regarding work hours, safety, wages, social security benefits, and/or worker's compensation. This clause places a duty to meet the requirements of such laws only if the law itself places such a duty on ARC. Acts or violation of any of those laws or ordinances constitute a material breach of this contract.

TERM

7. The term of this Agreement shall be a period of one (1) year, beginning on October 1, 2023 and ending on September 30, 2024, unless earlier terminated by either party on thirty (30) days written notice addressed to:

COUNTY:
Daniel Jones, County Judge
Gillespie County, Texas
101 W. Main, Unit #9
Fredericksburg, Texas 78624

ARC:

President
P.O. Box 771
Fredericksburg, Texas 78624

CONSIDERATION

8. COUNTY agrees to pay ARC the annual sum of \$3,000.00 for the provision of the services described above.
9. Payment shall be made on or before October 1, 2024.
10. ARC shall submit to the Gillespie County Commissioners Court an annual financial report itemizing all income and expenditures.
11. No monies paid to ARC shall be expended for any purpose other than those specified above. Unless specifically provided for herein, no monies may be expended for the provision of salaries to any person.
12. All books and records of ARC shall be open for inspection during normal business hours to any member of the public, the Gillespie County Auditor, and to such persons as may be given that authority, in writing, by the Gillespie County Auditor or the Gillespie County Commissioners Court.

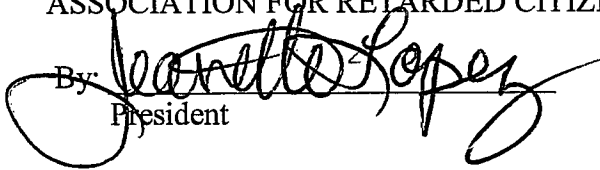
13. The Internal Revenue Service non-profit classification of the ARC is:

501(c)(3) Fed I.D.No. 74-2318028

14. This Agreement is effective on the date it is executed by ARC, or upon acceptance, by order of the Commissioners Court, whichever date is later in time.

ASSOCIATION FOR RETARDED CITIZENS

GILLESPIE COUNTY, TEXAS

By: 
President

By: _____
Daniel Jones
Gillespie County Judge

Date: 12/5/23

Date: _____

Gillespie County Jail
104 Industrial
Fredericksburg, TX 78624

Elevator Inspection Proposal- 12/20/2023

The following services will be provided with acceptance of this proposal:

Observe annual safety tests and inspect two (2) elevators. Year 2023

Provide all TDLR inspection reports to customer & service company.

Fee for above work is:

Two (2) elevators at \$185.00 per unit=\$370.00

Total fee is (\$370.00) Three Hundred Seventy and No/100 Dollars.

Proposal is good for forty five (45) days.

Accepted By: _____

Date: _____

Please feel free to call if you have any questions. Thank you, Rodney Clark
RAC, INC Elevator Inspection Service.

Sincerely,

Rodney Clark
RAC, INC
Phone: (210) 478-6650
Fax: (210) 492-0765



COU

6342645105

Bill To Address GILLESPIE COUNTRY JAIL 1601 E MAIN ST FREDERICKSBURG TX 78624-5405	504401841	Invoice Date 12/20/2023	PO Number 100	Delivery Number 4513784759
		Supply Date 12/20/2023	Order Number 133907635	Shipping Plant Garland

Remit To Address Ecolab Inc. PO Box: 70343 CHICAGO IL 60673 USA FEIN 41-0231510	Ship To Address GILLESPIE COUNTRY JAIL 104 INDUSTRIAL LOOP FREDERICKSBURG TX 78624-5402	503656732
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Sold To Address GILLESPIE COUNTRY JAIL 104 INDUSTRIAL LOOP FREDERICKSBURG TX 78624-5402	503656732	Terms of Delivery and Payment Delivery Terms: DDP/EBS DDP Mode of Transportation: Road Payment Due Date: 01/19/2024 Payment Terms: Due within 30 days net
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Customer Information

To prevent fraud, you must contact Customer Service or your Ecolab representative before changing remittance information. To sign up for our convenient auto-pay program or to pay by ACH, please contact Customer Service at the phone number below.

Item No	Material No	Description	Quantity	UOM	Unit Price	Amount
10	6112971	PANTASTIC 5GL Batch: 1503GT2400,5483GTA200	17	BUC	77.31	1,314.27
20	6114522	OAS 100 NEUT FLR CLN2.5GL Batch: 3453GT5200	30	CAR	74.47	2,234.10
30	6114310	TS SO FRS (LL SFTNR) 5 GAL Batch: 1493GT2900	14	BUC	78.54	1,099.56
40	6115982	LNDI DSTNR (LL CHR BLCH) 5 GAL Batch: 4433GT2300	16	BUC	28.79	460.64
50	6101849	TS LND DET PLS (LL BLT DET) 5 GAL Batch: 2493GT6500	14	BUC	154.79	2,167.06
60	6100536	OASIS 146 MULTI QUAT2.5GL Batch: 3423GTB100	30	CAR	64.89	1,946.70
70	6101041	73 DISINFECT BTHRM 2.5 GAL Batch: 4433GE0100	10	CAR	131.52	1,315.20



6342645105

Item No	Material No	Description	Quantity	UOM	Unit Price	Amount
80	6100731	SANI WASH N WALK 2.5GL Batch: 3493GT1000	20	CAR	90.83	1,816.60
90	6100288	GLASS CLEANER 2.5GL Batch: 5353GEB000	1	CAR	82.47	82.47
100	6100693	PEROXIDE MS DISINFECT 2 GAL Batch: 5393JET100	3	CAR	60.08	180.24
110	6101201	SMARTPOWER DM DET 4X6.75 LB Batch: 1453GR1000	20	CAR	73.29	1,465.80
120	6101131	LIMEAWAY 4X1 GAL Batch: 3483GT4600	4	CAR	42.42	169.68

Returns may be subject to a restocking fee. Total Weight: 5,821.740 lbs Sub Total 14,252.32

Invoice Notes: Total Before Taxes 14,252.32
Sales Tax 0.00

For questions please contact Customer Service INSTITUTIONAL at 800-352-5326 PAYMENT DUE USD 14,252.32

Unit price includes the rental fee for any dispensing equipment that may be provided by ECOLAB for the exclusive use of ECOLAB products. At such time as customer has consumed all ECOLAB products and fails to timely reorder the ECOLAB product, the rental agreement shall terminate, and ECOLAB will take possession of such dispensers. ECOLAB agrees to provide all servicing, repair and maintenance of such dispensers or replace any dispenser rendered unusable through normal use and wear. Payment of the invoice constitutes Customer's acceptance and agreement of the amount of any surcharge. Page 2 of 2

GILLESPIE COUNTY
REQUEST FOR PROPOSAL (RFP)

GILLESPIE COUNTY
LAW ENFORCEMENT CENTER
EMERGENCY GENERATOR ADDITION
Submit To: Gillespie County Auditor's Office
101 West Main St., Mail Unit 4, Room 203
Fredericksburg, Texas 78624
Phone: (830) 997-6777
Email: mschneider@gillespiecounty.org

REQUEST FOR PROPOSAL
GILLESPIE COUNTY
LAW ENFORCEMENT CENTER
EMERGENCY GENERATOR ADDITION
Fredericksburg - Texas

INTRODUCTION

Gillespie County invites and welcomes bid proposals for the Gillespie County Law Enforcement Center Generator Addition project (PROJECT). Please take the time to carefully read and become familiar with the proposal requirements. All proposals submitted for consideration must be received by the time specified as stated below.

BIDDERS SHOULD NOTE THAT ANY AND ALL WORK INTENDED TO BE SUBCONTRACTED AS PART OF THE BID RESPONSE SUBMITTAL MUST BE ACCOMPANIED BY BACKGROUND MATERIALS AND REFERENCES FOR PROPOSED SUBCONTRACTOR(S). NO EXCEPTIONS.

PROJECT LOCATION

The project associated with this RFP is or shall be located at 1601 E Main St., Fredericksburg, TX 78624.

PROJECT MANAGER CONTACT INFORMATION

The following individual(s) are the assigned contact(s) for this project. All questions and requests for information regarding the PROJECT details shall be directed to:

Name: John Sandstedt
Title: Facilities Manager
Phone: (830) 992-2604
Fax: (830) 992-2608
Email: jsandstedt@gillespiecounty.org

PROJECT OBJECTIVE

The objective and goal for this project is the purchase and installation of a back-up generator for the Gillespie County Law Enforcement Center Building.

SCHEDULE OF EVENTS:

The following is a schedule of events which the project is expected to follow. These dates may change slightly at the discretion of the Project Manager for Gillespie County.

Activity	Due Date	Time
Issue RFP	01/08/2024	
Bidder Proposal Submitted	02/01/2024	2:00 PM CST
Bid Responses Opened	02/01/2024	3:00 PM CST
Presentation of Bids	02/12/2024	

- *Issuance:* RFP will be posted on Gillespie County website.
- *Submission:* Bid response MUST be received in the Gillespie County Auditor's Office. No faxed or emailed responses will be accepted.

- *Responses:* Bid responses to the RFP will be opened in the Gillespie County Court Room.
- *Presentation of Bids:* Bid responses will be presented to Gillespie County Commissioners Court with recommendation for approval. Upon awarding of the bid to the selected respondent by Commissioners Court, a Notice-to-Proceed will be issued.

PROJECT SCOPE AND SPECIFICATIONS

The project scope is fully documented in the CONSTRUCTION DOCUMENTS included in “ATTACHMENT A” of this RFP. A brief narrative description of the scope of work is as follows:

1. Furnish and install a new emergency back-up generator and an automatic transfer switch (ATS) for the Gillespie County Law Enforcement Center Building.
2. Installation scope shall include, but not be limited to:
 - a. Furnishing and construction of in-grade pull boxes, concrete equipment pads, and concrete flatwork as required to support the installation of the generator and associated infrastructure.
 - b. Conduit, conductors, and all other necessary materials and equipment necessary to install the generator into the building’s electrical system.
 - c. On-site start-up, commissioning, and owner training by generator manufacturers’ personnel.
 - d. Removal of construction debris, unused or demolished equipment/materials, capping of all unused conduits, closing of all trenches and final grading of construction area for water to flow away from the building.

PROPOSAL BIDDING REQUIREMENTS

PROJECT PROPOSAL EXPECTATIONS

Gillespie County shall award the contract to the proposal respondent that best accommodates the various project requirements. Gillespie County reserves the right to: (i) award any contract prior to the proposal response deadline or prior to the receipt of all proposal responses, (ii) award the contract to more than one respondent, and (iii) refuse any bid proposal or contract.

PROPOSAL SELECTION CRITERIA

Only those bid proposals received by the stated deadline will be considered. All bid proposals, submitted by the deadline, will be reviewed and evaluated based upon information provided in the submitted bid response. Consideration will be given to cost and performance projections. Furthermore, the following criteria will be given considerable weight in the bid proposal evaluation process:

1. Bid proposals received by the stipulated deadline must be in the correct format.
2. Respondent’s/Bidder’s alleged performance effectiveness of their bid proposal’s solution.
3. Respondent’s/Bidder’s performance history and alleged ability to timely deliver proposed services.

4. Respondent's/Bidder's ability to provide and deliver qualified personnel having the knowledge, skills and certifications required to effectively and efficiently execute proposed services.
5. Overall cost effectiveness of the bid proposal.

Gillespie County reserves the right to cancel, suspend, and/or discontinue any bid proposal at any time, without obligation or notice to the proposing respondent/bidder.

PROPOSAL SUBMISSION FORMAT

The following is a list of information that the Respondent/Bidder must include in their proposal submission:

Summary of Bidder (Respondent) Background

1. Bidder's Name(s)
2. Bidder's Address
3. Bidder's Contact Information (and preferred method of communication).
4. Legal Formation of Bidder (e.g. sole proprietor, partnership, corporation).
5. Date Bidder's Company was formed.
6. Description of Bidder's company in terms of size, range and types of services offered and clientele.
7. Bidder's principal officers (e.g. President, Chairman, Vice President(s), Secretary, Chief Operating Officer, Chief Financial Officer, General Manager(s)) and length of time each officer has performed in his/her field of expertise.
8. Bidder's Federal Employee Identification Number (FEIN)
9. Evidence of legal authority to conduct business in Texas (e.g. business license number).
10. Evidence of established track record for providing services and/or deliverables that are the subject of this proposal.
11. Organization chart showing key personnel that would provide services to Gillespie County.
12. Financial statements (balance sheet and income statement) for the most recently completed fiscal year.

Proposed Outcome

1. Summary of timeline and work to be completed.
2. Summary of expected service outages/disruptions of the building electrical service which would inhibit full functionality of the building.
3. Summary of the total cost of the proposal.

Licensing and Bonding

1. Provide details of licenses and bonds (if any) for any proposed services that the bidder/contractor may plan on providing for this project.

Insurance

1. Provide firm's insurance carrier and agent information. Provide any details of liability or other insurance provided with regard to the staff or project. Outline your firm's insurance limits.

References

1. Provide three (3) client references. By submitting a proposal, Bidder agrees that Gillespie County may contact all submitted references to obtain any and all information regarding Bidder's performance.

TEXAS ETHICS COMMISSION REQUIREMENT NOTIFICATION

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a government entity or state agency may not enter into certain contracts with a business entity unless the business submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either: (1) requires action or vote by the governing body of the entity or agency before the contract may be signed, or (2) has a value of at least \$1 million. The disclosure requirement applies to contract entered into, on, or after January 1, 2016.

A signed and notarized Form 1295 shall be tendered to Gillespie County by providers selected to receive contract prior to contract execution. Gillespie County will not evaluate the information provided, or respond to any questions on how to interpret the Texas Ethics Commission's rules.

For additional information, please reference the Texas Ethics Committee webpage at:
<https://ethics.state.tx.us/tec/1295-Info.htm>.

COUNTY OF GILLESPIE

Don D. Weinheimer
County Commissioner
Precinct #4



101 W Main St, Unit #9
Fredericksburg, TX 78624
Phone: 830-307-6096
dweinheimer@gillespiecounty.org

December 29, 2023

TO: Commissioner Court, Gillespie County, TX
Honorable Judge Daniel Jones
Honorable Commissioner Charles Olfers
Honorable Commissioner Dennis Neffendorf
Honorable Commissioner Keith Neffendorf

FROM: Commissioner Don D Weinheimer

RE: 2023 Continuous Education Requirements for County Commissioner Precinct #4

Please accept into the court's record the proof of continuous education as required by Local Government Code §81.0025 Continuing Education (transcript attached).

In addition to the qualified training for continuous education, I have completed the following training:

Training	Date	Provider
Preparing to Take Office Workshop	12/15/2022	TAC
Open Meetings Act	1/11/2023	State Attorney's Office
Public Information Act	1/11/2023	State Attorney's Office
Senior Officials Workshop for All-Hazards Preparedness	2/7/2023	TEEX
Harassment Training - Elected Officials & Dept Heads	2/14/2023	TAC
Arundo Invasive Plant – Control	3/3/2023	Hill Country Alliance
Oak Wilt - Managing and Preventing	3/3/2023	Texas A&M Forest Service
Cyber Security Awareness Training	3/17/2023	TAC
AgriLife District 10 Judges & Commissioners Conference	12/15/2023	AgriLife

Regards,

Don D. Weinheimer

Attachment

**COUNTY JUDGES AND COMMISSIONERS
ASSOCIATION OF TEXAS**
County Commissioner Continuing Education Transcript

Reporting Period: 1/1/2023 - 12/31/2023

Hon. Don D. Weinheimer
Commissioner
Gillespie County
101 W Main St
Fredericksburg, TX 78624
Phone: (830) 307-6096
Fax:

ID:
259599
Term:
1/1/2023 - 12/31/2026

Date	Description	Earned Hours
1/13/2023	V.G.Y Seminar Newly Elected County Judges and Commissioners	20.50
2/21/2023	2023 Administrative Training - Bryan	4.00
2/23/2023	2023 VG Young School for Commissioners Courts	16.00
9/22/2023	2023 Far West Texas CJCA Association Annual Conference	10.00

Total Hours Earned: 50.50

**You have met your 2023 Commissioner Statutory Continuing Education requirement.
You will carry forward 8.00 hours to the next reporting period.**

See Statute: Section 81.0025 Continuing Education, Local Government Code

Because continuing education sponsors are not required by law to report attendance to the Association, this transcript may not be a complete list of continuing education hours earned by the commissioner for this calendar year.

Print Date: 12/20/2023

If this report does not agree with your records, please call
Administrative Assistant at (512) 482-0701 or (800) 733-
0699 or cjca@allison-bass.com

September 27, 2023

Texas Environmental Health Association, Texas Municipal League, Texas Association of Counties, and Texas Conference of Urban Counties:

We understand that some local governments have questions about [SB 577](#), which we authored during the last regular legislative session to create more streamlined foodservice regulations. As you know, SB 577 passed with near unanimous consent in both chambers of the legislature and became effective on September 1, 2023. We write today to provide clarity about this new law so that it can be implemented as intended by the legislature. Please share this information with your members.

SB 577 was written and passed to accomplish five goals:

1. Prevent local governments from enforcing food rules that differ from statewide standards until the local rules have been posted in a public database for at least 60 days.
2. Clarify that ceilings, bar fronts, wall art, and similar surfaces do not have to meet the same cleanable surface standards that apply to cooking, preparation, and eating surfaces.
3. Stop local governments from assessing a local food / health fee and a local alcohol fee from the same business.
4. Prevent the Texas Department of State Health Services and local governments from restricting the packaging, utensils, or straws that a foodservice business provides to its customers.
5. Prohibit local governments from requiring state-certified food managers from registering with or paying a fee to the local government.

We understand that some local governments believe they may be excluded from the third goal (codified in [Sec. 437.01235, Health & Safety Code](#)) because that section of the bill mentions counties and cities “with a public health district.” For example, we are aware of at least one city that has argued that a public health department is different than a public health district. Let us be clear: the intent is to capture all counties and cities in this section. “Public health district” is not defined in the relevant statutes, and the attorneys who drafted the bill used that phrase because it is found in the statutes that create the permit fees in question. Therefore, regardless of how a city labels its public health functions, any local government that charges the permit fees outlined in the bill is required to eliminate the duplicative permit fees.

Contrary to the fifth goal, we also understand that some local governments are considering requiring state-certified food managers to complete a local registration form even if they cannot charge a local fee. Again, the intent is to remove a duplicative layer of regulation, not just the fee. This is clear in the language of the bill, which states: “A local health jurisdiction may not require a food manager who holds a food manager certificate issued under this subchapter to **hold a local food manager card** or charge a fee for issuance of the certificate under this subchapter.” (Emphases added). If the intent was limited to fees, there would be no need for the first part of the prohibition. And again, the phrase “food manager card” was replicated from

existing statute, [Sec. 438.046\(c\), Health & Safety Code](#), which prohibits local governments from requiring a “local food handler card.” Regardless of whether a local government calls the authorization a card, certificate, or registration, SB 577 prohibits this regulatory step for individuals who have already followed the law and obtained a certification from the state.

We recognize and appreciate all of the local governments that have already come into compliance with SB 577. We hope this addresses any outstanding questions about the scope of the bill. If other questions arise, please reach out to our offices and we will be happy to assist. Although we will consider clean-up language to these statutes during the next legislative session if necessary, we hope all local governments will honor the will of the legislature.

Thank you for your prompt attention to this matter. Please let us know if you have any questions.

Sincerely,

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

Senator Drew Springer

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

Representative Cody Harris

CC: Texas Restaurant Association

P.O. Box 3045
Fredericksburg, Texas 78624
December 12, 2023

The Honorable Judge Daniel Jones
County Judge, Gillespie County
101 West Main Street, Unit No. 9
Fredericksburg, Texas 78624

Dear Judge Jones:

We are aware that the commissioner's court makes appointments for various boards and committees in December for the upcoming year. According to our records the terms of eight members of The Gillespie County Child Service's Board are due to expire at the end of 2023. It is unusual to have this many members whose terms expire in the same year. We usually have four. Four of the members have decided to resign for a variety of reasons including a career change which won't permit them to attend meetings. Those who have select to leave are Jane Crone, Carla Herbig, Amy Thomas, and Bernie (Bernadine Swangy) Swangy.

Should it be the court's desire the following individuals wish to be reappointed for an additional three year term. They are Patricia Ging, Carol Schreider, Jerrie Dooley and Cynthia Berkman.

During the coming year we shall be recruiting four new members. If the court has any suggestions for a new member, we certainly would like to consider that person(s). If you have any questions or concerns please don't hesitate to call me. I can be reached at 997-7954.

Sincerely,

Elizabeth Althaus

Elizabeth Althaus
Gillespie County Child Services Board