

**Williamson-Travis Counties  
Municipal Utility District No. 1  
Request for Proposal  
Deed Restriction Enforcement Services**

***I. General:***

The Williamson-Travis Counties MUD No. 1 (the District) is a Texas Municipal Utility District established in 1985 by order of the Texas Commission on Environmental Quality. The District contains approximately 562 acres of land located in the Extra-territorial Jurisdiction (ETJ) of Cedar Park in both Williamson and Travis Counties. The District provides a variety of services to its residents including water, wastewater, fire, parks and recreation, and deed restriction enforcement. The District serves approximately 1900 water connections, and includes four neighborhoods with and without mandatory HOAs

- A. Volente Hills (Mandatory HOA)
- B. Lakeline Oaks (Mandatory HOA)
- C. Hunter's Glenn I (Mandatory HOA)
- D. Hunter's Glenn II (No Mandatory HOA, No Neighborhood Association)
- E. Anderson Mill West (Voluntary Neighborhood Association with Architectural Control Committee)

Currently the District handles deed restriction enforcement for all neighborhoods except Lakeline Oaks, for a total of 1,559 single-family properties.

The [District web site](#) includes additional information about the District's deed restrictions.

## ***II. Contract Appointment and Term:***

### **A. Appointment:**

The District will appoint a Management Company for Deed Restriction enforcement for the District, hereinafter referred to as the Manager, based on a contract to be negotiated following selection of the preferred service provider. The Contract will include the scope of work and responsibilities generally described in this RFP with additional details to be agreed among the parties.

### **B. Term:**

Unless the Contract is extended or terminated as indicated in the following paragraphs, the Manager will serve as set forth below. Upon termination of the Contract, for any reason, the Manager must immediately turn over to the District or its representative all books, records, and other property of the District.

1. Initial Term:

The Initial Term of the Contract will be one year.

2. Extensions:

After the Initial Term, the Contract will be renewed for increments of an additional year or as the parties may agree, until either party gives written notice of its desire to amend or terminate this Contract at least sixty (60) days prior to the end of the Initial Term or any subsequent term.

3. Termination:

After the initial term, the Contract may be terminated by either party for any reason by delivery of at least sixty (60) days' written notice of termination to the other party.

## ***III. Submittal Deadline:***

**Interested parties shall submit two (2) complete copies of their response to this Request for Proposal to the office of the District's Manager no later than 12:00 p.m., March 31<sup>st</sup>, 2023.** Proposals may be mailed or delivered to Inframark, Attention: Makenzi Scales, 14050 Summit Drive, Suite 103, Austin, TX 78628. All proposals shall include the required data as outlined in Section V below.

## ***IV. Scope of Work of Manager:***

### **A. Basic Services:**

All activities and undertakings required of the Manager for the routine, usual and customary Deed Restriction enforcement activities of the District will be included in Basic Services. If additional services are requested by the District beyond those which are included in Basic Services (see Paragraph IV. B, below), those services will be provided

by the Manager for an additional fee to be negotiated between the parties. The scope of work included under Basic Services is set out in the following paragraphs of this RFP.

District policy requirements may change during the term of the Contract. If the scope of work included under Basic Services increases during the term of the Contract, the Contract will be adjusted under contract provisions for negotiated changes.

1. Administration and Communications: The Manager will provide all the necessary staffing to conduct the daily business of deed restriction enforcement. The staff will be appropriately trained, including sufficient oversight and backup support to understand and effectively administer the Manager's responsibilities under the Contract. The Manager must have at least three years' experience providing deed restriction enforcement services, preferably with Texas MUDs. Experience operating within challenging political environments is highly desired.

a. Communications with Residents: It is expected that the Manager will have the communication skills necessary to maintain open dialogue with residents and to defuse emotional interactions, when necessary. It is preferred that the Manager will have at least one staff member assigned to the District who is fluent in Spanish. IN addition, the Manager will:

- 1) Document and respond to resident inquiries, complaints, and concerns in a professional, courteous, and timely manner, not later than the end of the next business day.
- 2) During service area inspections (see paragraph 3), below) and whenever practical, the Manager must be willing to communicate directly with residents. This includes a willingness to get out of the inspection vehicle, knock on doors, and/or proactively engage residents in conversations about observed or suspected violations.

b. Communications with District

- 1) The Manager will maintain ongoing communication with the District's Deed Restriction Enforcement Committee (consisting of two members of the Board of Directors).
- 2) The Manager will provide monthly reports to the District outlining all enforcement activity, including the clearance of violations, instances of repeat violations, failures-to-clear violations and other conditions that may require action beyond the issuance of fines, and resident appeals.
- 3) The Manager will maintain open communication with the District's general counsel and General Manager as necessary to handle deed restriction enforcement issues.
- 4) Provide information that is readily available from the Manager's files in response to inquiries from Board Directors, other District contractors, Homeowner's Associations, or Architectural Control Committees.

2. Record Keeping

- a. The Manager will utilize a dashcam during inspections (see paragraph 3, below). Dashcam data should be stored for a period of at least 1 year and made available to the District upon request.
- b. The Manager will maintain a secure database of the complete violation history of all violations, including occupancy and ownership information, photographs of violation conditions, dates of all communications, notifications per the District Rules Governing Deed Restriction Violations, and documentation of fines, as described in paragraph 5, below.

The software used for the database should be capable of periodically transmitting all District records electronically to the District's storage media in a form useable by the District. Upon termination of the Contract, all the District records will be provided to the District in an electronic form useable by the District.

The Manager shall develop, implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the confidentiality, integrity, and availability of all District records, including all electronically maintained data and records transmitted, received from, or created on behalf of the District pursuant to this Contract. These measures will be extended by contract to all subcontractors used by the Manager. Manager agrees that it will protect all the confidential information it creates or receives pursuant to this Contract according to commercially acceptable standards and no less rigorously than it protects its own confidential information.

It is the responsibility of Manager to ensure that all possible measures have been taken to secure the computers or any other storage devices used for District data under this Contract. This includes industry-accepted firewalls, up-to-date anti-virus software, controlled access to the physical location of the hardware itself, etc.

The District shall reserve the right to change or modify without consent any District information resource, including but not limited to operating systems, hardware, and/or network configuration to protect District information resources against any security vulnerabilities and unauthorized access or abuse.

While there is no requirement for a particular software package to be used for deed restriction enforcement, **please specify in your proposal the type of software proposed to be used and indicate its ability to perform in accordance with the criteria stated in this RFP.**

The loading or import of historical violation data into the Manager's deed restriction enforcement software will be an Initial Additional Service as described in this RFP under Paragraph B, 1, below.

3. District Inspections: Inspections of the service area shall be performed by the Manager both during and after normal business hours to determine and adequately document violation conditions.
  - a. Daytime Inspections (between 8 a.m. and 6 p.m): Inspections of the entire service area (1,559 properties) will be conducted twice per month on a varying schedule (Wednesdays through Fridays). At least one photograph will be taken of each violation condition using a camera capable of including a date/time stamp on the image.
  - b. Nighttime Inspections: Inspections of certain sections of the service area (total of 422 properties) will be conducted twice per month on a varying schedule to monitor overnight parking violations. At least one photograph will be taken of each violation condition using a camera capable of including a date/time stamp on the image.
  - c. Regardless of the status of a violation as to the sequence of violation enforcement (see the Rules Governing Violations of Deed Restrictions document attached to this RFP), any violation condition which, in the opinion of the Manager, is so egregious as to require emergency or expedited action can be referred to:
    - 1) County law enforcement or other applicable authority.
    - 2) The applicable Architectural Control Committee.
    - 3) The District's Deed Restriction Committee.
    - 4) The District's Board of Directors through the President of the Board.
  - d. The Manager will encounter conditions that may or may not be an actual violation due to the uncertain nature of the condition. In such cases, the Manager is expected to use reasonable judgment as follows:
    - 1) Uncertainties relating to the applicability of a detected violation to the Deed Restrictions should be referred to the Deed Restriction Enforcement Committee, which may seek additional input from the HOA or the Architectural Control Committee, where applicable, and/or the District's general legal counsel.
    - 2) Upon the first sighting of a possible violation condition, if there is any doubt as to the possibility that the condition is in fact a violation, the potential violation condition will be noted in the record for review at the next inspection. *Example: Material found in a driveway could be staged for trash pickup or it could be an unsightly condition and therefore a violation. Such a sighting should be noted and checked on the next inspection, unless the condition, in the opinion of the Manager, is so egregious as to require immediate action.*
4. Notice of Violations: The Manager will manage all notifications of violations in accordance with the District's Rules Governing Violations of Deed Restrictions (see

attachment to this RFP). Notification letters should be mailed no later than two business days following an inspection run.

- a. Issuance of Letters to Violators. The general format of Violation Notice Letters used by the Manager will be subject to the approval of the Board of Directors and will comply with the District Rules Governing Violations of Deed Restrictions, as amended from time to time. As used herein, Violation Notice Letters includes the “Friendly Letter” as defined in “Rules Governing Violations of Deed Restrictions.” The general format of Violation Notice Letters used by the Manager will include basic information such as:
  - 1) The specific violation cited with reference to the Deed Restriction provision and/or the applicable ACC finding or interpretation. The description of the condition cited as well as the specific violation cited must be consistent with the specific language of the applicable Deed Restriction provision or an interpretation by the ACC. Interpretations cited must be identified as such.
  - 2) An explanation of the rights of the resident to appeal the violation cited and the procedure for doing so.
  - 3) An explanation of where the resident can find a detailed presentation of the Deed Restrictions and Deed Restriction findings and interpretations including escalation levels and sequence, time-to-correct, and time-to-reopen configurable by violation type to section level.
  - 4) Letters of violations shall include covenants or cited text, and letter (format and content) must be customizable to the individual section level.
5. Assessment of Fines for Violations: The Manager will handle the assessment of fines for violations in accordance with escalation sequence defined in the District’s Rules Governing Violations of Deed Restrictions (see attachment). Fine money will be deposited directly to the district’s account via the management system that the Contractor will utilize. It will be expected that money received for violations will be directly routed to a district account.

Please note that once the District enters into a contract with the selected deed restriction enforcement contractor, the District will work with the Manager to make appropriate amendments to the Rules Governing Violations of Deed Restrictions and take any other actions necessary, as recommended by the District’s general counsel, to reflect a change from assessing fines through the District’s utility bill-which was the previous practice-to the new system of assessing fines.

6. Attendance at Meetings

- a. In addition to ongoing communications described elsewhere in this RFP, the Manager will attend a monthly meeting of the Deed Restriction Committee to review all deed restriction enforcement activity.
- b. The Manager will attend one monthly meeting of the Board of Directors (3<sup>rd</sup> Wednesday of the month at 6:30 pm) to answer questions by the full Board.

## **B. Additional Services**

1. Initial Additional Services: The contract may include additional services necessary to facilitate transfer of service to the contractor selected through this RFP process. Scope of work and costs associated with such initial additional services will be negotiated among the parties. It is expected that initial additional services will include:
  - a. Loading or Import of Historical Violation Data into the Manager's Deed Restriction Enforcement Software: The Manager will import the existing history data with whatever formatting changes are required to provide for a historical continuity of the deed restriction enforcement history. The extent to which such data is available, the compatibility of such data with Manager's software, the conversion requirements, and the time required for input/conversion will be among the issues addressed in the negotiations for this Additional Initial Service.
  - b. Creation of a Database Matrix of Explicit and Non-Explicit Deed Restrictions: The Manager will work with the Deed Restriction Committee to establish a matrix outlining the basis for enforcement of Deed Restrictions for every neighborhood and every Section. The matrix will include explicit restrictions as stated in the Deed Restrictions, findings/interpretations of the Architectural Control Committees for non-explicit Deed Restrictions, restrictions not enforced by the District, and any other enforcement rules that have been established by the District.
  - c. Creation of Violation Enforcement Letters with a general format that meets District's requirements: The Manager will develop violation letters relevant to the specific neighborhoods and sections with the general format provisions detailed elsewhere in this RFP and with any additional modifications that the District may direct and to which the parties will agree.
2. As-Needed Additional Services: The Manager must be available to perform additional services as determined necessary by the District. Additional services may include, but are not limited to, the following:
  - a. Additional inspections of the full service area, portions thereof, or individual properties
  - b. Follow up checks on specific properties
  - c. Additional Deed Restriction Committee meetings

- d. Legal research as necessary for litigation or other matters escalated to the District's legal counsel
- e. Research necessary to fulfill open records requests under the Public Information Act.

***V. Data to Submit with Proposal:***

**A.** Proposed pricing for the scope of work stated herein. The pricing proposal should not include "Initial Additional Services," which will be negotiated with the selected service provider, but *should* include a pricing structure associated with As-Needed Additional Services as described in paragraph IV. B. 2, above.

**B.** Experience data of existing contracts for the enforcement of Deed Restrictions for customers of similar size, including reference contact information.

**C.** Performance data for the proposed software to demonstrate the ability of the software to achieve the desired performance objectives as described in this RFP under "Deed Restriction Enforcement Software Performance Requirements."

**D.** A proposed organization chart for this assignment, indicating key personnel to be assigned, their skills and experience in performing similar activities and their availability (percent of time to be assigned).

**E.** A proposed contract format for the services is outlined herein.

**F.** Proposed alterations or additions to the scope of work. Submitters are invited to propose innovative concepts for the consideration of District.

***VI. Evaluation of Proposals and Selection Process:***

Proposals will be reviewed and evaluated within 45 business days. The degree of importance of the evaluation criteria will be in the order listed with the most important criteria listed first.

**A.** The means and methods proposed to perform the scope of work stated in this RFP.

**B.** Qualifications and experience of the company and the personnel to be assigned to this contract.

**C.** Price of services.

**D.** Certificate of Insurance, evidencing adequate automobile liability insurance, workers compensation and general liability. General liability insurance shall be in an amount no



less than \$1 million and shall provide the District with a Certificate of Insurance specifically naming the District as an “Additional Insured” and notes the effective AND expiration dates of insurance. The insurance policies noted above shall be kept in effect for the duration of the agreement.

The District may reject all proposals or may select the company submitting the most highly rated proposal to negotiate a contract. Should the parties fail to reach agreement, the second company may be invited to negotiate a contract.

The Initial Additional Services listed in this RFP will be negotiated while negotiating the Basic Services agreement.

***VII. References:***

Copies of Deed Restrictions for the various subdivisions as well as the District’s current Rules Governing Violations of Deed Restrictions may be found on the District website: <https://www.wtcmud1.org/deed-restriction-enforcement>

**A copy of the District’s current Rules Governing Violations of Deed Restrictions is attached to and made a part of this RFP.**