

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

1. GENERAL:

The Williamson - Travis Counties Municipal Utility District No. 1 (“ District “) provides water and wastewater utility services, recreational facilities and deed restriction informant services to its residents and customers. The district desires to engage services for deed restriction enforcement management of the District, on the terms and conditions outlined in this Request for Proposal {“ RFP”}.

The district consists of just over 1900 single family homes as well as a small number of commercial and multifamily properties. Deed Restriction enforcement is only applicable to single family homes which are in a contiguous area. Deed restriction enforcement under this RFP will be for 1559 properties in the neighborhoods of Anderson Mill West, Hunters Glen I and II, and Volente Hills. The remaining District neighborhood, Lakeline Oaks, is currently handling its own restriction enforcement through their Homeowners Association(HOA} Managers .

The [District Website](#) includes additional information about the district's restrictions.

The District is a tax exempt government entity. A tax exempt form will be provided to t he contractor that is awarded the agreement in this RFP.

II. CONTRACT APPOINTMENT AND TERM

A. Appointment

The district will appoint a management company for deed restriction enforcement for the District, here and after referred to as the DRE contractor, on the basis of 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 DRE contractor will serve as set below. Upon termination of the contract, for any reason, the DRE contractor must immediately turn over to the Deed Restriction Committee 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

0. 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 60 days prior to the end of the initial term or any subsequent term.

2. 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:

The deadline for submission is end of business day, March 14, 2025

Please submit your responses to the Deed Restriction Enforcement Committee
Beth Jones / Chris Rocco and/or the District's counsel.

Email addresses: tnelson@coatsrose.com

CC: crocco@wtcmud1.org

CC: bjones@wtcmud1.org

. SCOPE OF WORK:

A. Basic Services

All activities and undertakings required of the DRE contractor for this 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, those services will be provided by the DRE contractor 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

The DRE Contractor 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 DRE Contractor's responsibilities under the Contract.

2) Communications With Residents

It is expected that the DRE contractor will have the communication skills necessary to maintain open dialogue with residents and, when necessary, to diffuse emotional interactions.

The DRE contractor will:

- have at least one staff member assigned to the District fluent in Spanish.
- respond to resident inquiries, complaints, and concerns in a professional, courteous and timely manner, no later than 48 hours after the next business day.
- During service area inspections (see paragraph 5), below) and whenever practical, the DRE contractor 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.

3) Communications with District

- The DRE contractor will maintain ongoing communications with the District's Deed Restriction Enforcement Committee (consisting of two members of the Board Of Directors).
- The DRE contractor will provide monthly reports to the deed restriction enforcement committee outlining all enforcement activity.

- The DRE contractor will maintain open communication with the district's legal counsel and DRE committee members as necessary to handle deed restriction enforcement issues.

4) Record Keeping

- The DRE contractor will utilize a dash cam during inspections. The DRE Contractor will purchase the dash cam equipment and will maintain equipment.
- Data from the Dash Cam will be turned over to the DRE Committee on a monthly basis. Storage of dash cam footage will be the responsibility of the district.
- Copies of Dash cam data shall be stored by the contractor for a period of 1 year
- The DRE contractor will maintain a Master file of violation photos and notices. Violation history will be made accessible to the DRE Committee at all times.
- The DRE Contractor will conference bi monthly with the DRE Committee to review Violation reports and will download the official documentation to the District DRE Committee folder each month.
- DRE Contractor will be responsible for redacting the cited resident/homeowner personal information to protect the privacy and confidentiality of the resident/homeowner.
- The Official database will be stored and maintained by the District manager in collaboration with the DRE Committee and legal counsel.

5) District Inspections

- Daytime inspections between 8 a.m. and 6 p.m.
- Inspections of the entire service area (1559 properties) will be conducted twice a month on a varying schedule. Mondays 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.
- The DRE Contractor will be responsible for invoicing Daytime Inspection Activity. The DRE Contract will specifically separate daytime inspections/notifications from other inspection activity and additional services.
- Contractor will agree to follow the schedule set by the DRE committee for Report date submission, review meetings and Invoicing dates.
- DRE Contractor shall notify a committee member of any incidents or emergency notices upon inspection completion.

- Night Time Inspections: Inspections of certain sections of the service area total (422 properties) will be conducted once a month.
- Inspections may take place Monday through Thursday to monitor overnight parking violations.
- The contractor will follow the protocol set forth by the District regarding Overnight parking violations.
- At least one photograph will be taken of each violation with a make/ model license plate accompanying a date and time stamped image.
- Contractor will agree to follow the schedule set by the DRE committee for Report date submission, review meetings and Invoicing dates.
- Contractor will agree to a separate contract for Night Time Inspections, Notifications and Additional Services.
- DRE Contractor shall notify a committee member of any incidents or emergency notices upon inspection completion.

6) Notice of Violations:

- The DRE contractor will manage all notifications of violations in accordance with the District's Rules Governing Violations of Deed Restrictions.
- The DRE Contractor will follow the directives provided by the DRE Committee. The DRE Committee will communicate any issues requiring outside committee input to the other board members.
- Notification letters shall be mailed no later than 3 business days following an inspection run.
- Notification format will be approved by the DRE Committee and Legal Counsel

7) Assessment of Fines for Violations:

- The DRE Contractor will be responsible for sending notifications regarding the assessment of Fines for deed restriction violations.
- The DRE Contractor will maintain the fine notification history and review status of fine notifications with the DRE committee monthly.
- The protocol for the Assessment fines will be the responsibility of the DRE committee and the District.
- The fine notices are to be considered legal documents. Any personal information is privileged therefore all personal information will be redacted to protect confidentiality and privacy of the resident/homeowner.

- The DRE Contractor agrees to collaborate with the district's legal council providing all photos, notices, assessment letters and documented reports as needed.
- Tasks related to legal research and violation history to be considered as additional services and to be invoiced separately to the district.

8) Attendance at Meetings:

- In addition to ongoing communications, as needed and described above, THE DRE Contractor may be asked to attend a monthly meeting of the DRE Committee to review all deed restriction enforcement activity.
- The DRE Contractor at the request of the board, will attend a monthly meeting of the Board of Directors. This is to be considered an Additional service to answer any questions that cannot be answered by the DRE committee.

B. Additional Services

The DRE Contractor must be available to perform additional services as determined necessary by the DRE committee and District. Additional services may include but are not limited to the following:

1. Additional inspections of the full service area, portions thereof, or individual properties. (One or two night inspections per month).
2. Follow up inspections on specific properties.
3. Additional Deed Restriction Committee meetings
4. Additional tasks as assigned by the DRE Committee
5. Legal research as necessary for litigation or other matters escalated to the District's legal counsel.
6. Research necessary to fulfill open records requests under the Public Information Act.

C. Other Requirements:

- The Contractor will purchase all necessary equipment- dashcam, camera, date/time apps, paper, postage, printers , computers necessary to retain the information for the district. As the equipment is purchased by the contractor - it will stay with the contractor
- Receipt File for Records /dash cam footage turned over to the district for official storage. The contractor will be responsible for confirming that the district has

received the required documentation . Email confirmation from the district will be kept by the Contractor to avoid any confusion regarding the database information.

V. SUBMITTAL REQUIREMENTS:

A. Liability Insurance:

With your submission, please include a copy of your Certificate of Insurance, evidencing adequate automobile liability, workers compensation, and general liability. Contractor shall obtain General Liability Insurance in the amount of at least \$1 Million, shall provide the Williamson-Travis County MUD 1 with a certificate of Insurance that names Williamson Travis County MUD 1 as the “additional insured” and list both the effective and expiration dates of insurance. The insurance must be kept in effect for the term of this agreement.

B. Company Description And Relevant Experience

Please include a complete description of your company including the persons assigned to work for the District. Please also include information about the company’s experience with deed restriction enforcement for Texas MUDs, along with references.

C. Scope of Work Description

Please describe how you would fulfill the requested scope of work assignments. If you are proposing alterations or additions to the requested scope of work, please explain the nature and reason for the proposed change.

D. Cost Proposal

Please include the proposed costs for the scope of work described in this RFP.

E. Sample Contract

Please provide a sample contract format for the proposed services.