



Chad Mees, Mayor  
Phillip Weaver, Mayor Pro-Tempore  
Gayle Jones, Council Member  
Vickie Cooper, Council Member  
Jesse Luna, Council Member  
Shelton Gilmore, Council Member

## NOTICE AND AGENDA OF A CALLED MEETING OF THE CITY COUNCIL OF THE CITY OF BARTLETT, TEXAS

Notice is hereby given that the City Council of the City of Bartlett, Texas will hold a

### Regular Called Meeting

7:00 PM  
Monday, October 23, 2023  
Bartlett City Hall  
140 W Clark Street, Bartlett, TX 76511

For citizen comments, please contact Brenda Kelley, City Clerk at ([municipalcourt@bartlett-tx.us](mailto:municipalcourt@bartlett-tx.us)).

### CALL TO ORDER, DECLARE A QUORUM, PLEDGE OF ALLEGIANCE, AND INVOCATION

### CITIZENS COMMUNICATION

*(The City Council welcomes public comments on items not listed on the agenda. However, the Council cannot respond until the item is posted on a future meeting agenda. Public comments are limited to 3 minutes.)*

### BOARDS, COMMISSIONS, & COMMITTEES PRESENTATIONS, PROCLAMATIONS

### CONSENT AGENDA

*(The Consent Agenda includes non-controversial and routine items the Council may act on with one single vote. Any Council member may pull any item from the Consent Agenda to discuss and act upon individually on the Regular Agenda.)*

1. Consideration and possible action to contract Eagle Eye Consulting & Construction, LLC. for a manhole replacement on Brooks Street and sewer tap on Brooks Street and Stonepack Lane in the amount of \$31,827.
2. Consideration and possible action to approve an agreement and appropriation of \$10,400 to FundView for the mass meter exchange console.
3. Consideration and possible action to approve an annual appropriation of \$3,250 and a one-time appropriation of \$2,500 to FundView for a software permit solution.

### WORKSHOP AGENDA: REVIEW/DISCUSS AND PROVIDE DIRECTION

4. Presentation and discussion on a zoning map amendment to rezone approximately 0.3214 acres of land from B-3 General Business District to C-1 Commercial District for the property generally located at 240 E Davilla Street, Bartlett, in Bell County, Texas.

### PUBLIC HEARINGS / ORDINANCES

5. Hold public Hearing to consider a zoning map amendment to rezone for approximately 0.3214 acres of land from B-3 General Business District to C-1 Commercial District for the property generally located at 240 E Davilla Street, Bartlett, in Bell County, Texas.

### REGULAR AGENDA: REVIEW/DISCUSS AND CONSIDER ACTION

6. Consideration and possible action to approve Ordinance 20231023-01 for a zoning map amendment to rezone



**Chad Mees, Mayor**  
**Phillip Weaver, Mayor Pro-Tempore**  
**Gayle Jones, Council Member**  
**Vickie Cooper, Council Member**  
**Jesse Luna, Council Member**  
**Shelton Gilmore, Council Member**

approximately 0.3214 acres of land from B-3 General Business District to C-1 Commercial District for the property generally located at 240 E Davilla Street, Bartlett, in Bell County, Texas.

7. Consideration and possible action to nominate a board member to the Tax Appraisal District of Bell County.
8. Consideration and possible action to authorize City Administrator to issue a Request for Qualifications for general engineering services.
9. Consideration and possible action to approve a resolution authorizing indebtedness and security to Cadence Bank.
10. Consideration and possible action to appoint official newspaper for the City to use for FY2024.

#### **EXECUTIVE SESSION:**

In accordance with Texas Government Code, Section 551.001, et seq., the City Council will recess into Executive Session (closed meeting) to discuss the following:

11. §551.074: Deliberate the appointment, employment, evaluation, compensation, reassignment, duties, discipline, and/or dismissal of a public employee or officer regarding: (i) Chief of Police

Reconvene into Open Session:

- a. Take action, if any, on matters discussed in Executive Session.

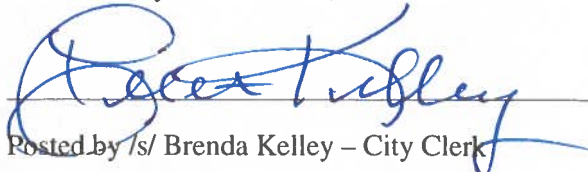
#### **FUTURE AGENDA ITEMS**

#### **ADJOURN**

*All items listed on the agenda are eligible for discussion and/or action. The City Council reserves the right to retire into executive session at any time during the course of this meeting to deliberate any of the matters listed, as authorized by Texas Government 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about gifts and donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices) and 551.086 (Economic Development). All final deliberations and actions of the governing body shall be held in an open meeting as required by Texas Government Code 551.102.*

I certify this agenda was posted, pursuant to Texas Government Code 551.043, at least 72 hours prior to the commencement of the meeting in accordance with the Texas Open Meetings Act.

Posted Friday, October 20<sup>th</sup>, at or before 7:00 P.M.

  
Posted by /s/ Brenda Kelley – City Clerk

## ***EAGLE EYE CONSULTING & CONSTRUCTION, LLC***

747 Little Elm Loop

Temple, Texas 76501

Office Ph. (254) 774-9674 Cell Ph. (254) 231-1876

email: byron.eagleeyecc@gmail.com

Date: October 11, 2023

To: City of Bartlett

Attn.: Phillip Weaver, Mayor Pro Tem

140 West Clark St.

Bartlett, Texas 76511

Re: Proposal For Manhole Install and Two Taps

### **Manhole Installation w/6" Interior Drop Proposal**

Item	Description	Qty	Unit	Cost	Total Cost
1	Mobilization and Insurance	1	LS	\$964.00	\$964.00
2	Connect to Existing Sewer Main	2	EA	\$567.00	\$1,134.00
3	4' Diam.x 10' Deep MH with a Concentric Cone and a 32" Ring and Cover	1	EA	\$10,924.00	\$10,924.00
4	F & I Interior Drop 6" Diam	1	LS	\$725.00	\$725.00
5	Backfill and Final Cleanup	1	LS	\$260.00	\$260.00
<b>Total Proposal Amount</b>					<b>\$14,007.00</b>

### **Two 10"x 8" Tap w/Cleanout and 4" Sewer Tap w/Cleanout Proposal**

Item	Description	Qty	Unit	Cost	Total Cost
1	Mobilization and Insurance	1	LS	\$1,240.00	\$1,240.00
2	Traffic Control	1	LS	\$620.00	\$620.00
3	Trench Safety	1	LS	\$960.00	\$960.00
4	Install an 8" Tap on a 10" Sewer Main	2	EA	\$4,100.00	\$8,200.00
5	Install 8"SDR 26 w/Cleanout	2	EA	\$1,600.00	\$3,200.00
6	Install a 4" Sewer Service w/Cleanout	2	EA	\$1,500.00	\$3,000.00
7	Final Backfill and Cleanuo	1	LS	\$600.00	\$600.00
<b>Total Proposal Amount</b>					<b>\$17,820.00</b>

**Notes** Excludes: Engineering, Permits, Fees, Grass or Seeding, SWP3, Rock Excavation, Surveying , HMAC Repair and Testing. On the tap proposal this includes securing and protecting the water mains. Proposal is good for 30 days from date of proposal.

Thank you for the opportunity to quote your project. We look forward to working with you. If you have any questions, comments or concerns please do not hesitate to contact us at your convenience.

Sincerely,

*Byron Sinclair*

Byront Sinclair

President



## SOFTWARE SUBSCRIPTION AGREEMENT

This Software Subscription Agreement ("Agreement") is entered into on this 18th day of October, 2023 by and between the City of Bartlett, Texas, and Fund Accounting Solutions Technologies, Inc., a Texas corporation.

### 1. BACKGROUND

FundView provides software solutions, including the FundView Mass Meter Exchange Console ("Software"), which facilitates meter-related data management. The City desires to subscribe to and use the Software provided by FundView, subject to the terms and conditions set forth herein.

### 2. METER EXCHANGE DEFINITION/PROCESS

**2.1 Scope of Work:** The City will coordinate with FundView and a third-party meter installation team regarding the timing, format, export, and import of meter-related data to be extracted from FundView's Utility Billing solution and imported upon the installation of new meter reading equipment. The following actions shall be taken by the City's team during the meter exchange process:

- **Initial:**
  - Define Project scope and timeline, including the number of exchanges and project start/end date.
    - Determine the date when the Meter Company needs Meter Extract File.
    - Provide Meter Extract file to the Meter Company.
    - Provide Meter Exchange File Specification to the Meter Company.
- **Testing:**
  - The Meter Company shall provide a sample/test file that follows the Meter Exchange File Specification.
  - FundView, the Meter Company, and the City shall agree that the file imported correctly.
- **Final:**
  - The Meter Company shall provide a file on a reliable cadence (typically weekly) to the Approver for importing new exchanges into the City's FundView System until the Meter Company's work is finished.

#### 2.2 Export Meter Files Out of FundView:

1. Do not change the state of a meter after it has been exported (e.g., do not pull, exchange, disconnect, etc.).
2. Do not change any meter information.
3. Manipulation of the exchange file from FundView is prohibited.

#### 2.3 Import Meter File Into FundView:

1. Do not duplicate the same exchange in the same file or across multiple files.
2. Do not exchange the same meter with more than one new meter.
3. Do not use a new meter to exchange more than one old meter.
4. Do not change the old meter information.
5. Manipulation of the exchange file from the Meter Company is prohibited.



The City agrees to follow FundView's Meter Exchange Definition/Process explicitly. Any errors or issues arising from the City not following these required procedures and process structure will result in additional services billed on a time and material basis.

### **3. PAYMENT**

The City shall pay FundView a total amount of \$10,400 for the Software subscription services provided under this Agreement. Half of the fee, in the amount of \$5,200, shall be billed upfront upon execution of this Agreement. The remaining half shall be billed upon completion of the project.

### **4. DELIVERY OF EXCHANGE FILE**

The exchange file will be sent to the third-party meter company by FundView once the upfront payment has been received by FundView. If meters are exchanged prior to delivery of the exchange file from FundView to the third-party installer, any issues or errors related to these meters will be result in a billable event by FundView.

### **5. SIGNATURE BLOCK**

IN WITNESS WHEREOF, the Parties hereto have executed this Software Subscription Agreement as of the Effective Date.

**Fund Accounting Solutions Technologies, Inc.**

By: Joseph Wertz

A handwritten signature in black ink, appearing to read "Joseph Wertz", written over a horizontal line.

Director of Sales

October 18th, 2023

**City of Bartlett, Texas**

By:

Print Name:

Title:

Date:

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.



Prepared for the City of Bartlett, TX

## FundView Software Mass Meter Exchange Console

Quote#JW000417 v1

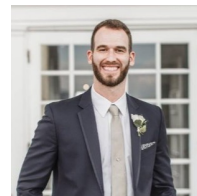
PREPARED FOR

Mayra Cantu  
City Administrator  
mayra.cantu@bartlett-tx.us  
(254) 527-3219



PREPARED BY

Joe Wertz  
Director of Sales  
joe.wertz@fastsw.com  
(806) 370-3710



A handwritten signature in black ink, appearing to read "Joe Wertz".



www.fastsw.com - (806) 794-3278

## Pricing Assumptions

**Estimated Number of Water Meters - 650**

**Estimated Number of Electric Meters - 650**

## Professional Services

DESCRIPTION	PRICE	QTY	EXT. PRICE
<b>FundView Software Mass Meter Exchange Configuration &amp; Testing</b>			
<b>Mass Meter Exchange - Water Meters (\$8 Per Meter)</b>	\$8.00	650	\$5,200.00
<b>Mass Meter Exchange - Electric Meter (\$8 Per Meter)</b>	\$8.00	650	\$5,200.00
Subtotal:			<b>\$10,400.00</b>



## Terms and Conditions

**Meter Exchange Limitations.** The City of Bartlett, TX will coordinate with FundView and the third-party meter installation team regarding timing, format, export, and import of the meter related data to be extracted from FundView's Utility Billing solution and imported upon installation of the new meter reading equipment. This estimate includes extracting and importing routes. If additional services other than exporting/importing the data a single time are required by FundView, additional charges will be incurred on a time and material basis. Following is a list of some, but not all, actions to be followed by the City's team during the meter exchange process:

### Scope of Work:

- **Initial**
  - Define Project scope and timeline
    - Number of exchanges
    - Project start/end date
    - Date Meter Company needs Meter File Extract
    - Date FundView needs sample/text file
    - Date of first import into City's FundView system.
  - Provide Meter Extract file to Meter Company
  - Provide Meter Exchange File Specification to Meter Company
- **Testing**
  - Meter Company provides a sample/test file that follows the Meter Exchange File Specification
  - FundView, Meter Company, and City agree that the file imported correctly
- **Final**
  - Meter Company provides file on reliable cadence (typically weekly) to FundView to import new exchanges into City's FundView System until Meter Company's work is finished

### Export Meter Files Out of FundView –

1. Do not change the state of a meter after it has been exported. (Do not pull, exchange, disconnect, etc.)
2. Do not change any meter information

### Import Meter File Into FundView –

1. Do not duplicate the same exchange in the same file or across multiple files
2. Do not exchange the same meter with more than one new meter
3. Do not use a new meter to exchange more than one old meter
4. Do not change the old meter information

### Statement of Confidentiality

This proposal is for the sole and exclusive use of the aforementioned entity. The information contained in this document is confidential. It shall not be disclosed outside of the entity, and shall not be duplicated, used or disclosed, in whole or in part, without express written consent of Fund Accounting Solution Technologies, Inc.





www.fastsw.com - (806) 794-3278

## FundView Professional Services - Initial Year Only

DESCRIPTION	AMOUNT
Professional Services	\$10,400.00
Total:	<b>\$10,400.00</b>

### Prepared for:

#### City of Bartlett, TX

Mayra Cantu  
City Administrator  
(254) 527-3219  
mayra.cantu@bartlett-tx.us

### Prepared by:

#### FundView Software

Joe Wertz  
Director of Sales  
(806) 370-3710  
joe.wertz@fastsw.com

### Quote Information:

#### JW000417

Version: 1  
Delivery Date: 09/28/2023  
Expiration Date: 10/25/2023



Prepared for the City of Bartlett, TX

## FundView Software Permits Solution

Quote#JW000411 v1

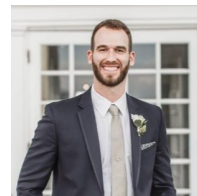
PREPARED FOR

Mayra Cantu  
City Administrator  
mayra.cantu@bartlett-tx.us  
(254) 527-3219



PREPARED BY

Joe Wertz  
Director of Sales  
joe.wertz@fastsw.com  
(806) 370-3710



A handwritten signature in black ink, appearing to read "Joe Wertz".



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www.fastsw.com - (806) 794-3278

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Tuesday, September 05, 2023

City of Bartlett, TX  
Mayra Cantu  
City Administrator  
140 W. Clark St.  
PO Drawer H  
Bartlett, TX 76511  
mayra.cantu@bartlett-tx.us

Dear Mayra,

Based on our recent conversations, we have prepared a Subscription Proposal for the City of Bartlett, TX with the software applications requested.

This pricing was determined by the information provided via the Pricing Metrics Survey.

Please let us know when you have reviewed our proposal and we can schedule a call to answer any question you may have.

We appreciate our partnership with the City of Bartlett, TX and would love to have the opportunity to expand that relationship!

Best Regards

A handwritten signature in black ink, appearing to read "Joe Wertz".

Joe Wertz  
Director of Sales  
FundView Software



www.fastsw.com - (806) 794-3278

## Pricing Assumptions

**Number of Monthly Permits - 1- 50**

**Remote Training**

## Subscription Pricing - Annual

PRODUCT DETAILS	RECURRING AMOUNT
<b>FundView Citizen Relationship Management Solutions</b>	
<b>Permits</b>	\$2,500.00
<b>FASTGovPay Permits - Credit Card &amp; Online Payments</b>	\$750.00
Annual Subtotal:	<b>\$3,250.00</b>

## Professional Services - Initial Year Only

PRODUCT DETAILS	PRICE
<b>FundView Citizen Relationship Management Solutions - Remote Training</b>	
<b>Permits</b>	\$2,000.00
<b>FASTGovPay Credit Card &amp; Online Payments</b>	\$500.00
Subtotal:	<b>\$2,500.00</b>

## Terms and Conditions

### Included

Unlimited Users  
Software Updates  
Premium Support  
Secure Hosting  
Data Backup Plan

### Statement of Confidentiality

This proposal is for the sole and exclusive use of the aforementioned entity. The information contained in this document is confidential. It shall not be disclosed outside of the entity, and shall not be duplicated, used or disclosed, in whole or in part, without express written consent of Fund Accounting Solution Technologies, Inc.



www.fastsw.com - (806) 794-3278

## FundView Software Permits Solution

### FundView Annual Subscription Summary

DESCRIPTION	AMOUNT
Subscription Pricing - Annual	\$3,250.00
Annual Total:	<b>\$3,250.00</b>

### FundView Professional Services - Initial Year Only

DESCRIPTION	AMOUNT
Professional Services - Initial Year Only	\$2,500.00
Total:	<b>\$2,500.00</b>

#### Prepared for:

##### City of Bartlett, TX

Mayra Cantu  
City Administrator  
(254) 527-3219  
mayra.cantu@bartlett-tx.us

#### Prepared by:

##### FundView Software

Joe Wertz  
Director of Sales  
(806) 370-3710  
joe.wertz@fastsw.com

#### Quote Information:

##### JW000411

Version: 1  
Delivery Date: 09/05/2023  
Expiration Date: 10/03/2023

Item 4

Applicants Presentation

Address and Legal Description :

240 E DAVILLA ST BARTLETT, TX 76511

BARTLETT ORIGINAL, BLOCK 024, LOT 5, 6, ENHANCED LIFE ESTATE  
S1103BA - BARTLETT ORIGINAL  
RBARBACITY

The current zoning designation of the property listed above is B3 (*General Business*).

My clients are requesting the property listed above to have a change in zoning designation to C-1 (*General Commercial*) .

Reasoning for request: Highest and best use of

The C-1 designation will serve and support the concept of "the highest and best use" of this property. The City of Bartlett will also benefit from this change via sales tax. This change will allow for the highest level of commercial property allowed to be built on this property. For the councils' understanding of the concept of ... The "highest and best use" is a concept in real estate appraisal and property development that refers to the most financially advantageous use of a piece of land or property, (not only for the owner of the property but also for the developer and for the municipalities (BARTLETT) ) considering both its current condition and potential improvements. Appraisers, developers, and investors use this concept to determine the most profitable use of a property to maximize its value. Our goal is to have this change implemented on the front end to assist and to supply ease to our potential buyers. Several key factors are considered when determining the highest and best use of a property. Listed below and how the factors pertain to Bartlett specific.

1. **Legally Permissible** aka "The Zoning" - Our intent and request.
2. **Physically Possible** - See attached current survey.
3. **Financially Feasible** - Obviously this mainly pertains to the buyer but our hope is ensuring the C-1 zoning would allow for the city to gain sales tax revenue because the proper zoning designation would make this property more attractive to the maximum level commercial use.
4. **Maximally Productive**: The highest and best use should maximize the property's productivity and potential value. For instance, if a piece of land is located on a rapidly growing , highly traveled highway, such as this property, converting this property to a fast food establishment, doctor's office or a "chain" filled retail space would benefit the community , city and space vs an empty property or a smaller/ non chain etc business concept.
5. **Reasonably Probable**: This property is located on Highway 95. Most of the other properties along this corridor are already designated at a minimal B3 or more appropriately a C1 designation. The property is located on a highly traveled highway

frontage. *A traffic study showing the high level of traffic where this property is located will be presented to council* and this study will personally support the need for the change. Not simply for "best use" of property but also from the safety aspect. The frontage in front of this property is extremely busy and a commercial drive in and out would be ideal for all.

6. **Adaptable:** As we are aware, the highest and best use may change over time based on shifts in market conditions and community needs. The use of the area particularly to the property we are discussing is fully supported by this change. The market conditions, growth, corporations moving in and current and coming changes all along the 95 corridor support the need for this property to be designated as a C-1. One example of this is seen a little farther north . *The Blackland Road extension. (youtube link below) This extension will tie into future improvements of Little River Road and State Highway 95.* Another example of this is the Samsung Corridor. The alternative technology corridor between Temple and Taylor aka *Highway 95 . Highway 95 will be another option and corridor to Samsung. (youtube link below).*

***We understand that the highest and best use analysis is not a one-size-fits-all process and can vary from property to property. But as discussed above the location, use of the frontage road to this property and the changes coming to this area all support the change of this property from B-3 to C-1.***

***Attachments: Survey of property and information/s on the Blackland Extension & Samsung for understanding of growth along Highway 95.***

***Links for Highway 95 examples :***

<https://youtu.be/nhhT9ig94Hg> (Link to Blackland Extension)

<https://youtu.be/y-vSCbCmd7s?si=vIS88vgYLO65d-MX> (Samsung)

## Traffic Analysis Study

Most Municipalities in the State of Texas will require a Traffic Impact Analysis study (TIA) to determine any traffic impacts for residential or commercial development. Knowing this data will allow that Municipality to then assess impact fees based on their capital improvement plan.

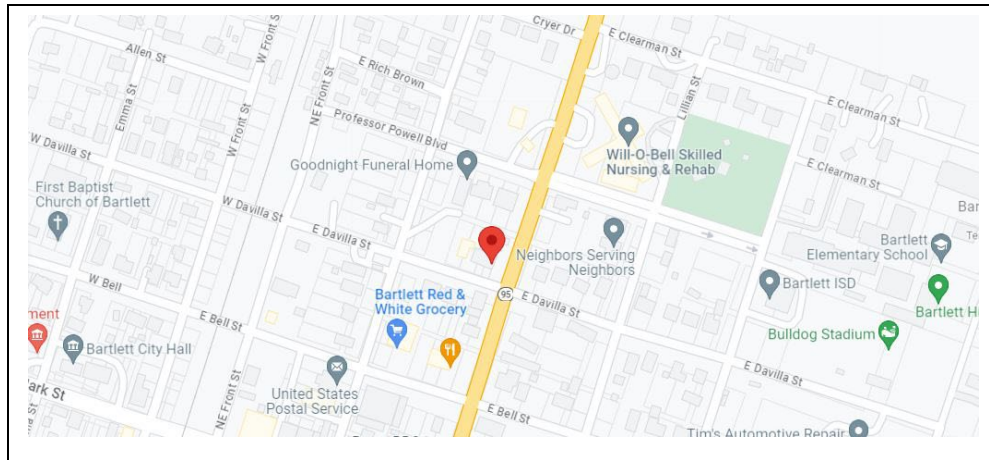
This TIA was conducted on Tuesday and Wednesday October 17<sup>th</sup> and 18<sup>th</sup> on Dalton Street (Texas State Highway 95) in Bartlett, TX. The study was conducted by a Williamson County trained traffic observer. Please see chart below:

Sample A	Sample B	Northbound	Southbound	Average
AM 792	AM 756	42%	58%	774
PM 840	PM 888	44%	56%	864

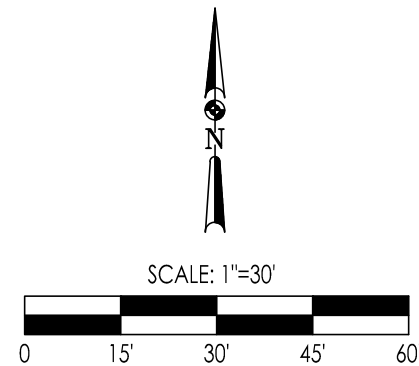
Sample A was conducted at 6pm and Sample B was conducted at 8AM over the listed days above. The traffic flow was broken down by Northbound and Southbound traffic and therefore you can extrapolate that more people are coming into Bartlett from Bell than they are Williamson County.

For the purposes of commercial real estate evaluation this study is to illustrate that on average, per hour, in Bartlett, TX that are 774 cars on Dalton Street at 8AM and 864 at 6pm. This data also falls in line with similar data from the City of Granger.

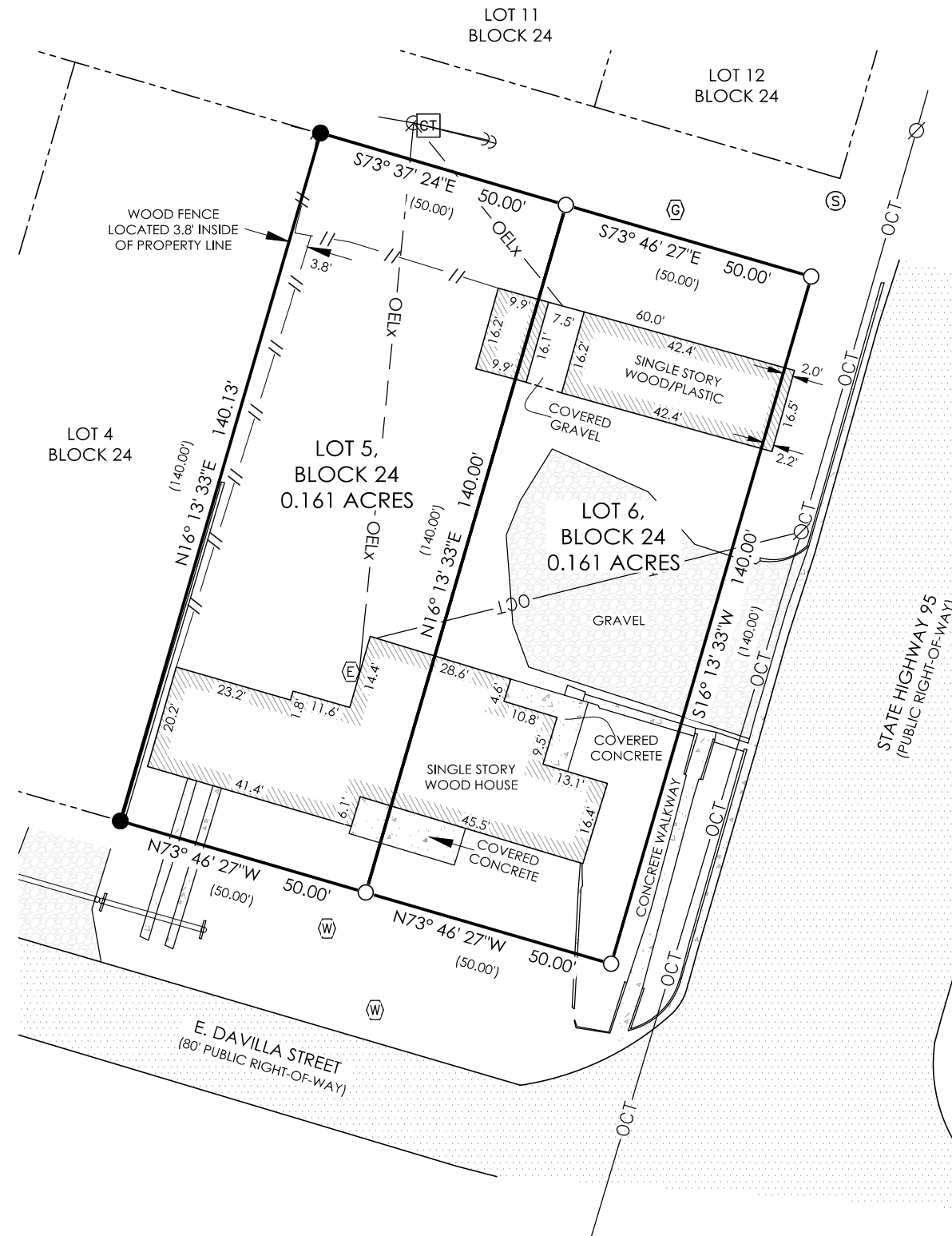
This map indicates the TIA study area as well as the location of the property that is requesting zoning change.







LEGEND	
( )	RECORD CALL PER PLAT
●	1/2" IRON ROD FOUND
○	SET 1/2" IRON ROD WITH A BLUE "QUICK INC RPLS 6447" PLASTIC CAP
(E)	ELECTRIC METER
⊗	UTILITY POLE
⊗→	UTILITY POLE WITH GUY WIRE
(W)	WATER METER
(G)	GAS METER
(CT)	CABLE TELEVISION PEDESTAL
(FO)	FIBER OPTIC PEDESTAL
(AC)	A/C PAD
—//—//—	WOOD FENCE
- - - OELx - - -	ELECTRIC (OVERHEAD)
—OET—	ELECTRIC/TELEPHONE (OVERHEAD)
—OCT—	CABLE TV (OVERHEAD)



**CATEGORY 1A - LAND TITLE SURVEY**  
SURVEY SHOWING LOT FIVE (5), AND LOT SIX (6), BLOCK TWENTY-FOUR (24) OF THE ORIGINAL TOWN OF BARTLETT, ACCORDING TO THE PLAT OF RECORD IN VOLUME 50, PAGE 183, DEED RECORDS, BELL COUNTY, TEXAS.

**NOTES:**

- 1) FIELD WORK PERFORMED ON: SEPTEMBER 11, 2023
- 2) BORROWER: TBD
- 3) ADDRESS: 240 E DAVILLA ST, BARTLETT, TEXAS
- 4) BASIS OF BEARING: TEXAS STATE PLANE, CENTRAL ZONE, NAD83, GRID
- 5) THIS SURVEY IS BASED ON A TITLE COMMITMENT ISSUED BY STEWART TITLE GUARANTY COMPANY, G.F. NUMBER 2116837, ISSUED DATE OF AUGUST 29, 2023, EFFECTIVE DATE OF AUGUST 21, 2023 AND IS SUBJECT TO ALL TERMS, CONDITIONS, LEASES AND ENCUMBRANCES STIPULATED THEREIN. THERE MAY BE OTHER EASEMENTS, RESTRICTIONS, OR ENCUMBRANCES NOT SHOWN. THE SURVEYOR DID NOT COMPLETE AN ABSTRACT OF TITLE.
- 7) ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP FOR BELL COUNTY, TEXAS, MAP NUMBER 48027C0700E, EFFECTIVE DATE SEPTEMBER 26, 2008, THIS PROPERTY LIES IN ZONE "X" WHICH IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE OF THE 100 YEAR FLOOD PLAIN. THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP IS FOR USE IN ADMINISTERING THE NATIONAL FLOOD INSURANCE PROGRAM; IT DOES NOT NECESSARILY IDENTIFY ALL AREAS SUBJECT TO FLOODING, PARTICULARLY FROM LOCAL DRAINAGE SOURCES OF SMALL SIZE, OR ALL PLANIMETRIC FEATURES OUTSIDE SPECIAL FLOOD HAZARD AREAS. THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR STRUCTURES LOCATED THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THE FLOOD HAZARD AREA IS SUBJECT TO CHANGE AS DETAILED STUDIES OCCUR AND/OR WATERSHED OR CHANNEL CONDITIONS CHANGE. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.
- 8) ONLY APPARENT UTILITIES WERE LOCATED. NO ATTEMPT HAS BEEN MADE AS PART OF THIS SURVEY TO SHOW THE EXISTENCE, SIZE, DEPTH, CONDITION, OR LOCATION OF ANY UNDERGROUND UTILITY. FOR INFORMATION REGARDING UNDERGROUND UTILITIES PLEASE CONTACT THE APPROPRIATE AGENCY.
- 9) THE IMPROVEMENTS SHOWN HEREON ARE FOR GENERAL LOCATIVE PURPOSES ONLY AND HAVE NOT BEEN DETAILED IN THEIR ENTIRETY.

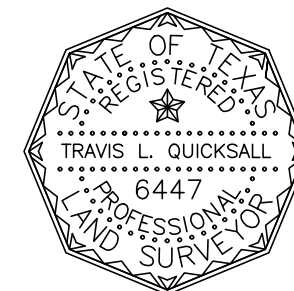
**RESTRICTIONS:**

1. THOSE RECORDED IN VOLUME 50, PAGE 183, DEED RECORDS, BELL COUNTY, TEXAS.

**SCHEDULE B EXCEPTIONS:**

- 10b. SEWER EASEMENT GRANTED TO CITY OF BARTLETT - RECORDED IN VOLUME 470, PAGE 200, DEED RECORDS, BELL COUNTY, TEXAS. (BLANKET TYPE, WIDTH OF EASEMENT NOT SPECIFIED)
- 10c. UTILITY EASEMENT GRANTED TO CITY OF BARTLETT - RECORDED IN VOLUME 482, PAGE 459, DEED RECORDS, BELL COUNTY, TEXAS. (BLANKET TYPE, WIDTH OF EASEMENT NOT SPECIFIED)
- 10d. EASEMENT GRANTED TO BARTLETT ELECTRIC COOPERATIVE, INC. - RECORDED IN VOLUME 482, PAGE 460, DEED RECORDS, BELL COUNTY, TEXAS. (BLANKET TYPE, WIDTH OF EASEMENT NOT SPECIFIED)

I DO HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON AND IS CORRECT, AND THAT THERE ARE NO SIGNIFICANT DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, APPARENT BOUNDARY LINE CONFLICTS, VISIBLE ENCROACHMENTS, OVERLAPPING OF VISIBLE IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS, EXCEPT AS SHOWN, AND THAT SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY. THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS MANUAL OF PRACTICE REQUIREMENTS FOR A CATEGORY 1A, CONDITION 3, LAND TITLE SURVEY.



TRAVIS L. QUICKSALL  
REGISTERED PROFESSIONAL LAND SURVEYOR  
TEXAS REGISTRATION NO. 6447  
JOB NO. 23-0191

**CITY OF BARTLETT, TEXAS  
ORDINANCE NO. 20231023-01**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BARTLETT, TEXAS, AMENDING CHAPTER 9 OF THE CODE OF ORDINANCES OF THE CITY OF BARTLETT, THE SAME BEING THE ZONING ORDINANCE, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY CHANGING THE ZONING FROM (B3) BUSINESS ZONE 3 TO COMMERCIAL ZONE 1 (C1) 0.32 ACRES OF LAND, LOCATED AT 240 E. DAVILLA STREET, AND MORE SPECIFICALLY DESCRIBED AND DEPICTED ON EXHIBIT "A," BELL COUNTY, TEXAS; PROVIDING THAT THE OFFICIAL ZONING MAP REFLECT THE C1 ZONING FOR THE PROPERTY; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR A PENALTY; PROVIDING FOR AN EFFECTIVE DATE AND PROVIDING FOR PUBLICATION; AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS ADOPTED SHALL BE OPEN TO THE PUBLIC AS REQUIRED BY LAW.**

**WHEREAS**, the City of Bartlett, Texas (the "City") is a Type "A" general law municipality organized under the laws of the State of Texas; and

**WHEREAS**, the City Council of the City (the "City Council") adopted Chapter 9 of its Code of Ordinances, the same being the Zoning Ordinance of the City, which governs the zoning of land in the City (the "Zoning Ordinance"); and

**WHEREAS**, the owner of the property legally described and further depicted in the map in Exhibit "A," attached hereto and incorporated herein (the "Property"), has requested to change the zoning classification from Business Zone 3 (B3) to Commercial Zone 1 (C1) on the Property; and

**WHEREAS**, after complying with all legal notices, public hearing requirements, and conditions, a public hearing was held before City Council on October 23, 2023, at which time the City Council considered, among other things, the character of the land and its suitability for particular uses, and compatibility with surrounding uses, with a view of encouraging the most appropriate use of land in the City, and the City Council does hereby find that the requested zoning accomplishes such objectives.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BARTLETT, TEXAS:**

**SECTION 1. FINDINGS INCORPORATED.** That the findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein and are found to be true.

**SECTION 2. ZONING DESIGNATION.** That the Zoning Ordinance is hereby amended to change the zoning of the Property from B3 to c1. The Property shall be subject to all applicable City ordinances and regulations governing the 8-2 District.

**SECTION 3. ZONING MAP.** That the official Zoning Map of the City is hereby amended to show the established zoning classification designation herein made.

**SECTION 4. SEVERABILITY CLAUSE.** Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

**SECTION 5. SAVINGS/REPEALING CLAUSE.** All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

**SECTION 6. PENALTY.** Any person, firm, entity or corporation who violates any provision of this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction therefore, shall be fined in a sum not exceeding Two Thousand and No/1 00 Dollars (\$2,000.00). Each continuing day's violation shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state and federal law.

**SECTION 8. TEXAS OPEN MEETINGS ACT COMPLIANCE.** It is hereby officially found and determined that the meeting at which this Ordinance was considered was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

**SECTION 9. PUBLICATION.** The City Secretary of the City of Bartlett is hereby directed to publish in the official newspaper of the City of Bartlett, or a newspaper with a general circulation, the caption, penalty and effective date clause of this ordinance as required by state law.

**SECTION 10: EFFECTIVE DATE.** This Ordinance shall be in full force and effect from and after its date of passage and approval, and publication as provided by law.

**PASSED AND APPROVED** by the City Council of the City of Bartlett, Texas this \_\_\_\_\_ the day of \_\_\_\_, 2023, at which a quorum was present.

**APPROVED:**

---

Chad Mees, Mayor

**ATTEST:**

---

Brenda Kelley, City Clerk

**EXHIBIT A**  
**LEGAL DESCRIPTION OF PROPERTY**

The Original Town of Bartlett, Lots 5 & 6, Block 24 According to the plat record  
in Volume 50, Page 183/184 dated June 15th, 1885

Bell County Appraisal District Property ID: 109406

## Bell CAD Web Map







## Development Services Department

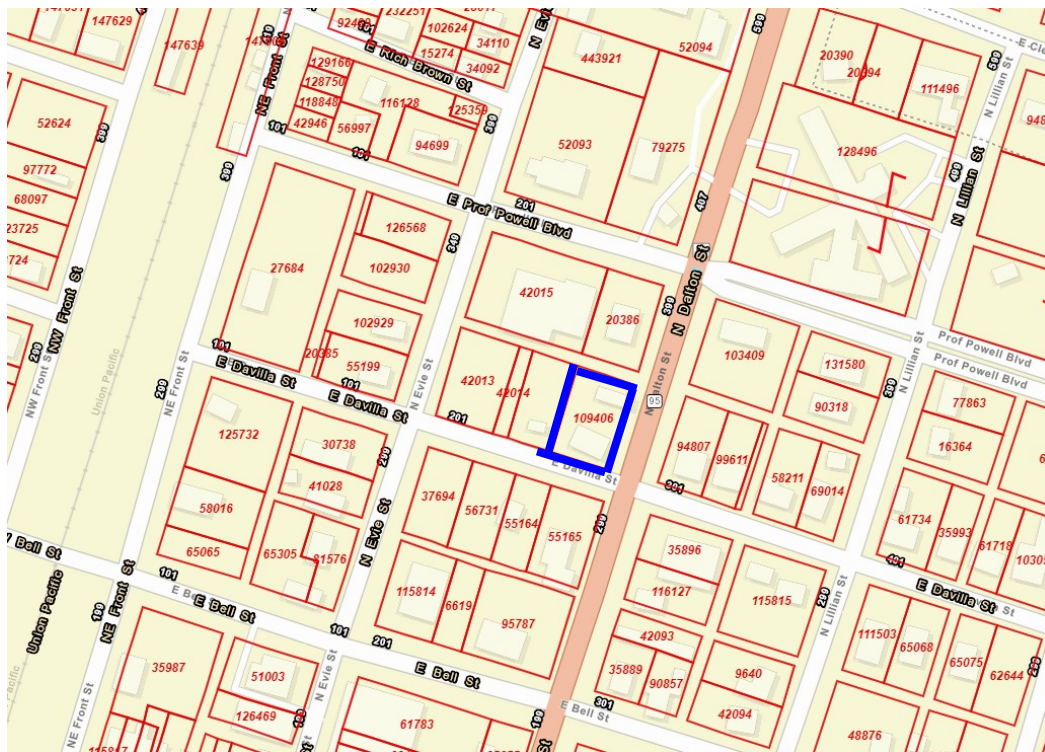
### Development Services Department Staff Report

**Report Date:** October 18, 2023  
**Case No:** 2023-003-Z  
**Project Planner:**

#### Item Details

**Project Name:** Rezone property from Business Zone 3 (B3) to Commercial Zone 1 (C1)  
**Project Location:** 240 E Davilla St (Corner of E Davilla & N Dalton aka Hwy 95)  
**Total Acreage:**  
**Legal Description:** Bartlett Original, Block 024, Lot 5, 6, Enhanced Life Estate  
**Applicant:** Becky Cooper/Story Realty  
**Representative:**  
**Property Owner:** Catherine Spiegelhauer  
**Request:** The applicant is requesting a Zoning Map Amendment to rezone the subject property located at 240 E Davilla st. from B3 to C1.

**Case History:** This is the first public hearing of this request.



### Overview of Applicant's Request

The applicant is requesting to rezone from General Business (B3) to General Commercial (C1) siting "highest and best use" for future appraisal and development of the property.

#### SECTION 15: B-3 GENERAL BUSINESS DISTRICT

##### A. Purpose

The B-3 District is established to accommodate those uses that are of citywide and regional significance such as retail, professional services, and offices, including but not limited to the following:

##### B. Uses Permitted

- (1) Any use permitted in the "B-2" District;
- (2) Automatic Laundry;
- (3) Washateria;
- (4) Auto Repair Garage;
- (5) Automobile, truck and bus service and repairs;
- (6) Cabinet Maker;
- (7) Carpet Cleaning, if dust proof rooms and dust catching and scour equipment is used;
- (8) Ice Manufacture;
- (9) Lumber Yard (building materials);
- (10) Motorcycle Repair;
- (11) Paint Shop;
- (12) Sheet Metal Shop;
- (13) Stone Monument Works;
- (14) Storage Warehouse;
- (15) Taxicab Storage and Repair;
- (16) Use Car Lot;
- (17) Drive-in Theaters;

Any other retail or wholesale use, provided such use is not noxious or offensive by reason of the emission of odors, soot, dust, noise, gas fumes, or vibration, but excluding such uses as are enumerated in "C-1" District.

#### SECTION 16: C-1 COMMERCIAL DISTRICT

##### A. Purpose

The C-1 District is established to accommodate those uses that are targeted to a segment of the general public as well as industrial users. The District allows for assembly, packaging, and manufacturing of onnsuch as retail, professional services, and offices, including but not limited to the following:

##### B. Uses Permitted

- (1) Any use permitted in the "B-1 ", "B-2", or "B-3" Districts;
- (2) Any manufacturing or industrial use not prohibited by any other law, provided, however, that no building or occupancy permit shall be issued for any of the following uses unless the location of use shall have been approved by the City Council;
- (3) Acid Manufacturing;
- ( 4) Cement, Lime Manufacturing;
- (5) Explosive, Manufacturing or Storage;
- (6) Fertilizer Manufacturing;
- (7) Gas Manufacturing;
- (8) Glue Manufacturing;
- (9) Petroleum Refining;
- (10) Stock Yards or Slaughter of Animals;
- (11) Tannery;
- (12) Storage of Paper, Iron, or Junk;
- (13) Used Car Dismantling;
- (14) Oil Well Drilling;
- (15) Cotton Gins;
- (16) Grain Storage;
- (17) Any other commercial use provided such use is not noxious or offensive by reason of odors, soot, dust, noise, gas fumes, or vibrations.



### Site Information

**Location:**

The subject property is located at the corner of E Davilla Street and N Dalton St (AKA Hwy 95)

**Property Features and Surrounding Area:**

The existing property is currently a single family residential home with adjacent apartments on the same lot. Property is bordered by single family residential homes to the W & SW, Goodnight Funeral home to the NW, Teinert Memorial Library to the N, Single family residents and B3 business to the E, This property sits on the Highway 95 corridor.

**Future Land Use and Zoning Designations:**

The subject property has a B3 designation and is currently zoned General Business (B3) applicant is looking to rezone to a Commercial Business (C1).

(see attached zoning ordinances for descriptions of zones)

**Surrounding Properties:**

The surrounding properties are currently zoned One Family Residential (R1), Duplex and Apartments (R2), Retail Business District (B2), & General Business (B3). The overall area is primarily residential and General Business.

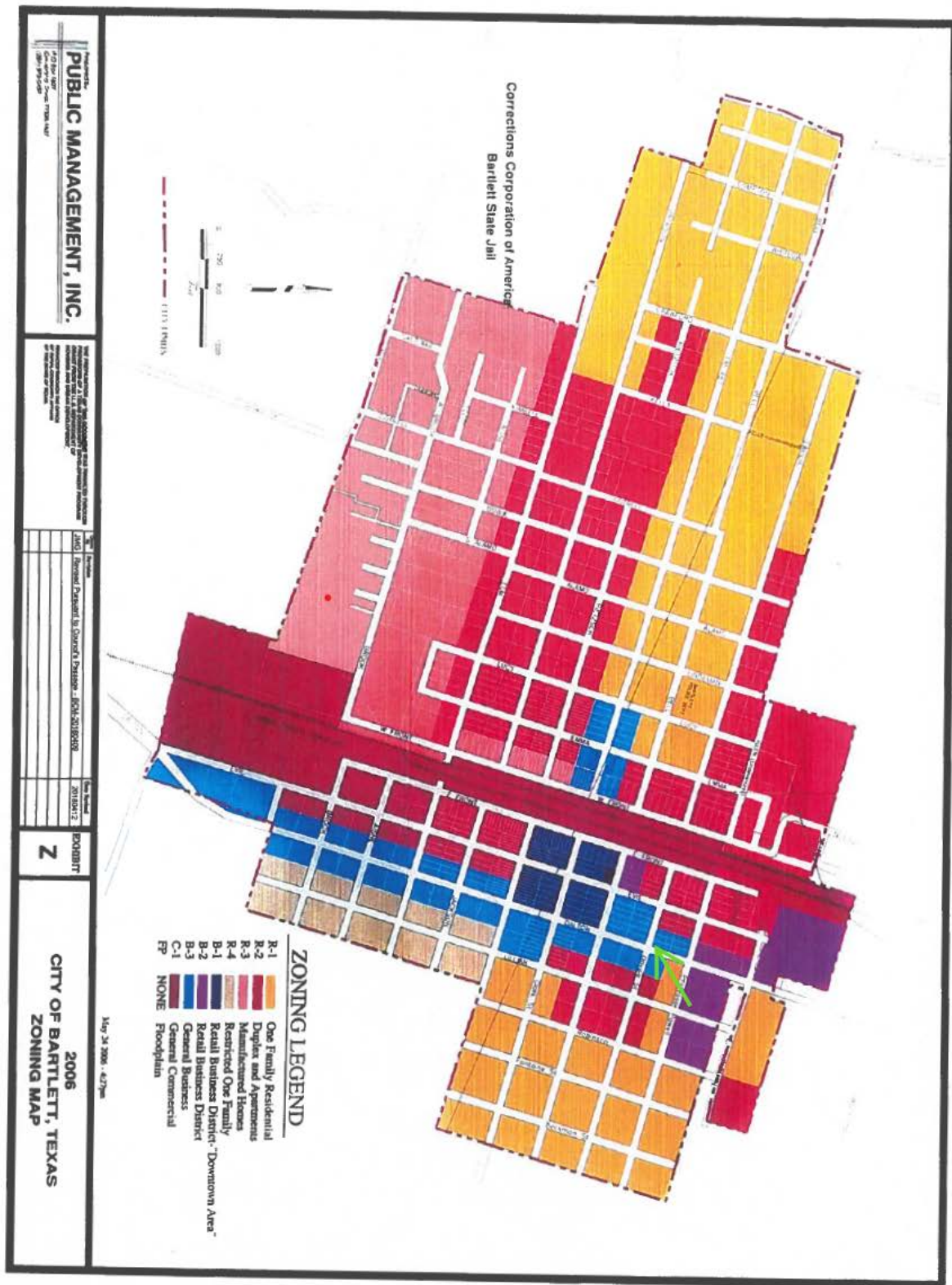
### Property History:

The property was annexed into The Original Town of Bartlett, Lots 5 & 6, Block 24 According to the plat record in Volume 50, Page 183/184 dated June 15th, 1885. Currently owned by Gary Spiegelhauer C/O Catherine Spiegelhauer

### Utilities

The subject property is located within the City's service area for water, wastewater, electric. It is anticipated that there will be a need to upgrade services to this property.

A Utility Evaluation will be required to determine capacity and any necessary utility improvements.



## **SECTION 13: B-1 RETAIL - C-1 GENERAL COMMERCIAL**

### **SECTION 13: B-1 RETAIL BUSINESS DISTRICT-DOWNTOWN AREA.**

#### **A. Purpose**

The B-1 District is established in order to provide convenient locations for retail, professional service, residential, lodging, restaurants and similar uses, including but not limited to the following:

#### **B. Uses Permitted**

- (1) Amusement, Entertainment, and Fitness Facilities;
- (2) Antique stores;
- (3) Art Galleries, Woodworking, and Sculpting;
- (4) Bank and Office;
- (5) Bakeries, retail only;
- (6) Barber Shops, Beauty Salons, and Spas;
- (7) Bed and Breakfast Lodging;
- (8) Bookstores;
- (9) Cafeteria;
- (10) Cleaning and Pressing Shops;
- (11) Clothing Stores;
- (12) Dance and Music Stores;
- (13) Drug Store;

- (14) "Fix-it" Shops, not to exceed four hundred (400) square feet in area;
- (15) Florist shops and conservatories;
- (16) Gasoline Filling Stations;
- (17) General Merchandise Stores;
- (18) Grocery Stores;
- (19) Meat Market;
- (20) Moving Picture Theater (not drive-in);
- (21) One-family dwellings, multi-family dwellings, duplex residences, and apartments shall be allowed within the boundaries of the "B-1" District. Mobile Homes and House Trailers are not permitted in the "B-1" District;
- (22) Pet Shops;
- (23) Restaurants;
- (24) Shoe Repair Stores;
- (25) Tailor;
- (26) Professional Offices;
- (27) Motels and Tourist Courts;
- (28) Hospital and Clinics;
- (29) Specialty Shops;
- (30) Any other retail, professional service, personal service, general sales or service, and similar use provided such use is not noxious or offensive by reason of the emission of odors, soot, dust, noise, gas fumes, or vibration, but excluding such uses as are enumerated in "B-2" and "C-1" District.

No other use shall be permitted and none of these stores or uses shall be open for business before six o'clock (6:00) A.M. nor after twelve o'clock (12:00) P.M. on any day of the week except by special permit of the City Council.

A residential use allowed in this "B-1" District may be situated within a building also utilized for another use permitted in the "B-1" District. An authorized residential use situated in this "B-1" district is exempt from the requirements of this Chapter related to the minimum dimensions of yards, the

minimum lot area per family, and the minimum square foot requirements for the residential use.

## **SECTION 14: B-2 RETAIL BUSINESS DISTRICT**

### **A. Purpose**

The B-2 District is established in order to provide accommodations for retail, professional service, lodging, restaurants and similar uses, including but not limited to the following:

### **B. Uses Permitted**

- (1) Bank and Office;
- (2) Bakeries, retail only;
- (3) Cafeteria;
- (4) Cleaning and Pressing Shops;
- (5) Drug Store;
- (6) "Fix-it" Shops, not to exceed four hundred (400) square feet in area;
- (7) Florist shops and conservatories;
- (8) Gasoline Filling Stations;
- (9) Grocery Stores;
- (10) Meat Market;
- (11) Moving Picture Theater (not drive-in);
- (12) Restaurants;
- (13) Shoe Repair Stores;
- (14) Tailor;
- (15) Professional Offices;
- (16) Motels and Tourist Courts;
- (17) Hospital and Clinics;

Any other retail, professional service, personal service, general sales or service, and similar use provided such use is not noxious or offensive by reason of the emission of odors, soot, dust, noise, gas fumes, or vibration, but excluding

such uses as are enumerated in "B-2" and "C-1" District.

No other use shall be permitted and none of these stores or uses shall be open for business before six o'clock (6:00) A.M. nor after twelve o'clock (12:00) P.M. on any day of the week except by special permit of the City Council.

## **SECTION 15: B-3 GENERAL BUSINESS DISTRICT**

### **A. Purpose**

The B-3 District is established to accommodate those uses that are of citywide and regional significance such as retail, professional services, and offices, including but not limited to the following:

### **B. Uses Permitted**

- (1) Any use permitted in the "B-2" District;
- (2) Automatic Laundry;
- (3) Washateria;
- (4) Auto Repair Garage;
- (5) Automobile, truck and bus service and repairs;
- (6) Cabinet Maker;
- (7) Carpet Cleaning, if dust proof rooms and dust catching and scour equipment is used;
- (8) Ice Manufacture;
- (9) Lumber Yard (building materials);
- (10) Motorcycle Repair;
- (11) Paint Shop;
- (12) Sheet Metal Shop;
- (13) Stone Monument Works;
- (14) Storage Warehouse;
- (15) Taxicab Storage and Repair;
- (16) Use Car Lot;
- (17) Drive-in Theaters;

Any other retail or wholesale use, provided such use is not noxious or offensive by reason of the emission of odors, soot, dust, noise, gas fumes, or

vibration, but excluding such uses as are enumerated in “C-1” District.

## **SECTION 16: C-1 COMMERCIAL DISTRICT**

### **A. Purpose**

The C-1 District is established to accommodate those uses that are targeted to a segment of the general public as well as industrial users. The District allows for assembly, packaging, and manufacturing of onnsuch as retail, professional services, and offices, including but not limited to the following:

### **B. Uses Permitted**

- (1) Any use permitted in the “B-1”, “B-2”, or “B-3” Districts;
- (2) Any manufacturing or industrial use not prohibited by any other law, provided, however, that no building or occupancy permit shall be issued for any of the following uses unless the location of use shall have been approved by the City Council;
- (3) Acid Manufacturing;
- (4) Cement, Lime Manufacturing;
- (5) Explosive, Manufacturing or Storage;
- (6) Fertilizer Manufacturing;
- (7) Gas Manufacturing;
- (8) Glue Manufacturing;
- (9) Petroleum Refining;
- (10) Stock Yards or Slaughter of Animals;
- (11) Tannery;
- (12) Storage of Paper, Iron, or Junk;
- (13) Used Car Dismantling;
- (14) Oil Well Drilling;
- (15) Cotton Gins;
- (16) Grain Storage;
- (17) Any other commercial use provided such use is not noxious or offensive by reason of odors, soot, dust, noise, gas fumes, or vibrations.

# Tax Appraisal District of Bell County

---



October 3, 2023

City of Bartlett  
Chad Mees, Mayor  
Drawer H  
Bartlett TX 76511

Dear Mayor Mees

Section 6.03(b) of the Tax Code states that members of the board of directors of the appraisal district serve two-year terms beginning on January 1 of even-numbered years.

Resolution NO. 01-2021 passed by the Board of Directors in 2021 states that Bell County, the City of Killeen, Killeen ISD, the City of Temple, and Temple ISD appoint one member each to the board of directors. The City of Belton and Belton ISD jointly appoint one member, and all other taxing units jointly appoint the seventh member.

If the changes from SB 2 on the November ballot are voted for, the Board of Directors that are appointed now will only serve 1-Year terms, and the entity-selected board of director process will be changed in the fall of 2024 to nominating and voting for 5 Board of Directors by the taxing entities. More details can be found in the information sent out by email.

Please have your governing body confirm **by resolution not later than November 13, 2023** their choice for appointment to the board of directors for a two year term (possible one year term) beginning January 1, 2024.

If you have any questions please call.

Sincerely

Billy White  
Chief Appraiser

BW/lh





# **REQUEST FOR QUALIFICATIONS**

## **RFQ 2023-01**

### **GENERAL CIVIL ENGINEERING SERVICES**

### **ROTATION LIST**

#### **IMPORTANT DATES**

<b>Solicitation Release Date</b>	<b>October 24<sup>th</sup>, 2023</b>
<b>Deadline for Questions (5:00 p.m.)</b>	<b>November 7<sup>th</sup>, 2023</b>
<b>City's Response to Questions</b>	<b>November 13<sup>th</sup>, 2023</b>
<b>Submittal Deadline (5:00 p.m.)</b>	<b>November 24<sup>th</sup>, 2023</b>

#### **CITY CONTACT**

**Mayra Cantu, City Administrator**

**Phone: 737-667-0156**

**Email: [mayra.cantu@bartlett-tx.us](mailto:mayra.cantu@bartlett-tx.us)**

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## Introduction

### Background

The City of Bartlett is a Type-A General Law City located in between Taylor and Temple along the 95 corridor, in Williamson and Bell County. From a larger regional context, Bartlett is located between the urban areas of Austin and Temple/Killeen/Fort Hood. Fort Hood is the 12th largest military base in the United States.

### Definitions

The following definitions shall be used to identify terms throughout this solicitation:

#### **A. AGREEMENT/CONTRACT**

A mutually binding legal document obligating the Firm to furnish the services specified within this solicitation and obligating CITY to pay for the services as specified.

#### **B. CITY COUNCIL**

The elected officials of the City of Bartlett, Texas are given the authority to exercise such powers and jurisdiction of all CITY business as conferred by the State Constitution and Laws.

#### **C. FIRM**

The successful Respondent of this request. A person or business enterprise providing services to CITY as fulfillment of obligations arising from an agreement pursuant to this request; the successful respondent of this request.

#### **D. STATEMENT OF QUALIFICATIONS (SOQ)**

A complete, properly signed and submitted response to this solicitation.

#### **E. RESPONDENT**

The Individual or Firm responding to this solicitation that considers themselves qualified to provide the services specified herein and are interested in making an offer to provide the services to CITY.

#### **F. REQUEST FOR QUALIFICATIONS (RFQ)**

This solicitation document issued by CITY contains terms, conditions, and scope of work for the professional services to be procured.

#### **G. City of Bartlett (CITY)**

A Type-A General Law Municipality.

### Intent

In accordance with the provisions of Texas Government Code 2254 (Professional Services Procurement Act), the CITY is requesting SOQ's to contract with Professional Engineering Consultant(s) ("Consultant"), which must be a sole proprietorship, partnership, corporation, or other legal entity registered to do business in the State of Texas with considerable experience in providing On-Call Civil Engineering Services for Texas Local Governments.

This Request for Qualifications (RFQ) solicits information that will enable CITY to select one or more Consultant(s) that shall provide professional services for "City Engineer" Services and On-Call Civil Engineering Services for Transportation, Water and Wastewater, Drainage/Storm Water, Environmental, Development Review, Architectural Review, Construction and Project Management, Development Review and Other Professional Services as needed by the CITY.

# Objective

## Introduction

The CITY is issuing this REQUEST FOR QUALIFICATIONS (RFQ) to solicit interest from qualified entities licensed to practice in the areas of architecture, engineering, and surveying in the State of Texas, and affiliated trades, to provide professional services for various municipal projects that may arise over the next three (3) to five (5) years. Respondents to this RFQ shall denote their area(s) of preferred interest and expertise among the disciplines discussed herein.

The City intends to use the RFQ process to assist the City in the design and construction of various major and minor capital improvement projects, and to meet other engineering- and surveying-related needs that may occur from time to time. Any entity may submit a response to this RFQ provided it is qualified to perform some or all of the scope of services described herein. Elements of typical municipal projects will include, but shall not be limited to, site investigation, engineering analysis, facility design, contract administration, construction management, operation and maintenance, environmental compliance, regulatory compliance, emergency response, and quality control services within the following disciplines: Transportation, Water and Wastewater, Drainage/Storm Water, Environmental, Development Review, Architectural Review, Construction and Project Management, and Other Professional Services.

The City will select entities who demonstrate through their response to the RFQ an ability to provide the required professional services. An evaluation committee ("Committee") will review the submitted qualifications in two stages, the responses to the RFQ and an interview. The Committee will evaluate all submissions and ultimately determine a final list of the most competent and qualified applicants. From this final "pre-qualification" list, the City may select firms to negotiate with for specific upcoming municipal projects. However, the City reserves the right, at its discretion, to contract with a firm not included on the final "pre-qualification" list if circumstances warrant.

Be advised, the creation of a final "pre-qualification" list shall not be deemed as creating any type of contractual expectancy for the award of any contracts on the part of the City. This list is being assembled for the purpose of ensuring that the City can quickly negotiate contracts with competent and qualified entities in an efficient manner when upcoming municipal projects are deemed necessary to proceed.

During the evaluation process, the Committee and the City reserve the right, where it may serve the City's best interest, to request additional information or clarifications from submitting entities, or to allow corrections of errors or omissions in a submittal. At the City's discretion, submitting entities may be requested to make oral presentations as part of the evaluation process.

The City is issuing this RFQ in accordance with applicable laws that allow an agreement to be negotiated with a private entity that displays demonstrated competence and qualifications to perform professional services for the City.

The City reserves the right to terminate this process and to cancel or modify this solicitation process at any time. In no event will the City or any of its respective agents, representatives, consultants, directors, officers, or employees be liable for, or otherwise be obligated to reimburse, the costs incurred in preparation of a response to this RFQ, or any other related costs. The prospective entities are fully

responsible for all costs incurred in the preparation and/or presentation of the RFQ submittals. The RFQ submittals will become the property of the City.

All proposals shall be subject to the Texas Public Information Act unless the respondent clearly and prominently identifies a particular submittal item as proprietary and said item unequivocally qualifies for this exception under the Act as determined by the Texas Attorney General.

## **Notice to Respondents**

### **NOTICE**

All SOQs are due on or before **5:00 p.m. on November 24<sup>th</sup>, 2023. Solicitations are posted and available to download from** bartlett-tx.us.

Information related to this Solicitation will only be provided through the Administration Services Department. Information about this Solicitation received through any other means may be inaccurate and result in a Respondent's submittal being incomplete which could ultimately render the Respondent's SOQ non-compliant. CITY accepts no responsibility for information obtained through any other source.

### **RECEIPT OF SOQS**

The hard copy submittal shall be enclosed in an opaque sealed envelope, marked with the project Title and name, and the address of the Respondent. If the SOQ is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "SOQ ENCLOSED" on the face of it.

### **Hard copy sealed responses shall be addressed to and hand-delivered or shipped to:**

City of Bartlett  
Attn: City Administrator  
140 W. Clark Street,  
Bartlett, Texas 76511

SOQs must be received by the City Administrator on or before the time and date specified. The mere fact that the response was dispatched will not be considered; the Respondent must ensure that the SOQ is actually delivered. The time hard copy responses are received shall be determined by the time clock stamp in the City Administrator's Office. SOQs received after the specified time of the opening will be returned unopened.

The CITY will not be responsible in the event that the U.S. Postal Service or any other courier system fails to deliver the sealed SOQ to the City Administrator by the given deadline above. **Electronic transmission or facsimile of the SOQ will not be acceptable.**

**Public Acknowledgement.** CITY shall receive and acknowledge all SOQs received. Information contained in the SOQs will not be disclosed until after the award of the Contract.

## QUESTIONS AND INQUIRIES

All questions and inquiries about this Solicitation shall be submitted in writing to:

City of Bartlett  
Atn: Mayra Cantu  
City Administrator  
140 West Clark Street,  
Bartlett, Texas 76511  
[Mayra.cantu@bartlett-tx.us](mailto:Mayra.cantu@bartlett-tx.us)

Interpretations or clarifications considered necessary by CITY in response to such questions will be issued by Addenda and posted on the CITY'S website, <https://www.cityofBartlett.com>

## ANTICIPATED SCHEDULE OF IMPORTANT DATES

CITY will generally comply with the following schedule for the selection process, subject to changes necessary to ensure fairness and to accommodate unanticipated events:

<b>Solicitation Release Date</b>	<b>October 24<sup>th</sup>, 2023</b>
<b>Deadline for Questions (5:00 p.m.)</b>	<b>November 7<sup>th</sup>, 2023</b>
<b>City's Response to Questions</b>	<b>November 13<sup>th</sup>, 2023</b>
<b>Submittal Deadline (5:00 p.m.)</b>	<b>November 24<sup>th</sup>, 2023</b>

## PRE-SUBMITTAL CONFERENCE

The CITY will not be holding a pre-submittal conference. All questions can be sent in writing and will be responded to by November 13<sup>th</sup>.

## FINALIST INTERVIEWS AND/OR PRESENTATIONS

Respondents reasonably subject to being selected based on the criteria set forth in this RFQ may be given an opportunity to make a presentation and/or interview with the Selection Committee. The presentation process may allow Respondents to demonstrate their qualifications, explaining and/or clarifying any unusual or significant elements related to their SOQs. At this stage, Respondents shall not be allowed to alter or amend their SOQs. Finalists selected for interviews and/or presentations must be available during regular business hours on December 4-7<sup>th</sup>, as arranged with the CITY, if interviews are required by the CITY. However, the CITY, may in its sole discretion, negotiate and award a contract without presentations or interviews, based solely on information supplied in the SOQ responses.



## **WITHDRAWAL of SOQS BY RESPONDENT**

A SOQ may be modified or withdrawn by the Respondent any time prior to the time and date set for the receipt of SOQs in accordance with the following guidelines.

1. Respondent shall notify the City Administrator's Office in writing of its intention to withdraw from a previously submitted SOQ.
2. If a change in the SOQ is requested, the Respondent must word the modification so as not to reveal the original terms of the SOQ.
3. SOQs withdrawn and modified must be resubmitted to the City Administrator's Office no later than the time and date set for the receipt of SOQs.
4. No SOQ can be withdrawn after the time set for the receipt of SOQs and for a minimum of ninety (90) days thereafter.

## **WITHDRAWAL BY CITY**

CITY makes no guarantees or representations that any award will be made and reserves the right to cancel this solicitation for any reason, and take actions including:

1. Reject any and all SOQs received as a result of this RFQ.
2. Waive or decline to waive any informality and any irregularities in any statement of qualifications or responses received.
3. Negotiate changes in the Scope of Work or services to be provided.
4. Withhold the award of contract(s).
5. Select Firm(s) it deems to be most qualified to fulfill the needs of CITY.
6. Terminate the RFQ process.

## **Standard Terms**

### **ADDENDA**

If it becomes necessary to revise any part of this solicitation, prior to the due date and time, a written addendum will be provided to all Respondents. CITY is not bound by any oral representations, clarifications, or changes made in the written specification by CITY's employees, unless such clarification or change is provided to Respondents in written addendum form from the CITY.

Addenda will be transmitted by email to all parties that are known to have downloaded a copy of the RFQ documents and specifications from CITY's website. However, it shall be the sole responsibility of the Respondent to verify issuance of any addenda and to check all avenues of document availability prior to the opening date and time.

## **ADVERTISING AND PUBLICITY**

Respondents shall not advertise or otherwise publicize, without CITY's prior written consent, the fact that CITY has entered into the Agreement, except to the extent required by applicable law.

## **BUSINESS PRACTICES**

Minority business enterprises and/or historically underutilized businesses will be afforded full opportunity to submit SOQs in response to this Solicitation and will not be discriminated against on the basis of race, color, creed, gender, age, religion, national origin, mental or physical disability, veteran's status, or political affiliation in consideration for an award.

### **CHANGES IN PERSONNEL**

Should there be a change in key personnel included in the SOQ after the due date and time, but before a contract is awarded, Respondents must notify CITY immediately. This may result in further evaluation. Should a change in key personnel occur after the contract is awarded, the Firm will be required to notify CITY as soon as practicably possible. CITY may terminate the Agreement for convenience should the change in key personnel be unacceptable to CITY.

### **RESTRICTIONS ON COMMUNICATION**

To ensure the proper and fair evaluation of all SOQs, CITY prohibits ex parte communication (e.g., unsolicited) initiated by the Respondent to CITY staff or its City's Council, from the date of advertisement of this solicitation to the time an award has been made by the Council, the City Manager, or his/her designee. This prohibition extends to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the SOQ submitted by Respondent. Communication occurring during pre-submittal conference, if applicable, is an exception to the restrictions on communication, as are any timely written requests for clarifications or questions regarding this RFQ if directed to point of contract listed in this RFQ. Communication between Respondents and CITY will be initiated by the Director of Development Services, if necessary, in order to obtain information or clarification needed to develop an Addenda will be transmitted by email to all parties that are known to have downloaded a copy of the RFQ documents and specifications from CITY's website. However, it shall be the sole responsibility of the Respondent to verify issuance of any addenda and to check all avenues of document availability prior to the opening date and time.

### **INDEPENDENT CONTRACTOR**

Nothing in this solicitation is intended to be construed as creating an employer/employee relationship, a partnership or joint venture. The Respondents' services shall be those of an independent contractor. The Respondents agree and understand that the Agreement does not grant any rights or privileges established for employees of CITY. Respondents shall not be within the protection or coverage of CITY's Worker Compensation Insurance, Health Insurance, Liability Insurance, or any other insurance that CITY, from time to time, may have in force.

### **PERSONAL INTEREST**

No officer, employee, independent consultant, or appointed official of CITY who participates in the development, evaluation or decision-making process of this Solicitation shall have a financial interest, direct or indirect, in the resulting Agreement. Any willful violation of this Paragraph shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal.

### **PRIORITY OF DOCUMENTS**

In the event there are inconsistencies between the RFQ terms and conditions, scope of work or Agreement terms and conditions contained herein, the latter will take precedence.

## O. PROHIBITED RESPONDENTS

1. CITY will not conduct business with Respondents who have failed to comply with their contracts and have been debarred from doing business with the State of Texas or the federal government.
2. Successful Respondent must affirm, in any resulting contract, that (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of any resulting Contract. This section may not apply if the Company is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) the Company has ten (10) or more fulltime employees and (ii) the Contract has a value of \$100,000.00 or more to be paid under the terms of the Contract.
3. Successful Respondent must affirm, in any resulting contract, that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization.
4. Successful Respondent must affirm, in any resulting contract, that it does not boycott energy companies, and will not boycott energy companies during the term of the Agreement.
5. Successful Respondent must affirm, in any resulting contract, that it (i) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate against a firearm entity or firearm trade association during the term of the Agreement.
6. Successful Respondent must affirm, in any resulting contract, that it is not (i) owned or controlled by (a) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or (b) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (ii) headquartered in China, Iran, North Korea, Russia or a designated country.

## PUBLIC INFORMATION

All SOQs are subject to release as public information unless the Response or specific parts of the Response can be shown to be exempt from the Texas Public Information Act. Respondents are advised to consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information. CITY assumes no obligation or responsibility for asserting legal arguments on behalf of potential Respondents.

If a Respondent believes that a SOQ or parts of a SOQ are confidential, then the Respondent shall specify. The Respondent shall stamp in bold red letters the term “**CONFIDENTIAL**” on that part of the SOQ, which the Respondent believes to be confidential. Vague and general claims as to confidentiality shall not be accepted. The City will, to the extent allowed by applicable law, endeavor to protect such specified information from disclosure. The final decision as to what information must be disclosed under the Open Records Act lies with the Texas Attorney General. All SOQs and parts of SOQs that are not marked as confidential will be automatically considered public information.

## RECEIPT OF SOQS

Statement(s) of Qualifications must be received by CITY prior to the time and date specified. The time SOQs are received shall be determined by the system time in the City Administrator’s office. Please note that CITY is not responsible for delays at or near the time the response packages are due and that Respondents submitting their response package during peak traffic times risk their submittal not being received by the due date and time.

## REIMBURSEMENTS

There is no express or implied obligation for the City of Bartlett to reimburse Respondents for any expenses incurred in preparing SOQs in response to this request and the City of Bartlett will not reimburse Respondents for these expenses, nor will CITY pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a Contract for these services.

## REPRESENTATIONS AND RESPONSIBILITIES

By submitting a SOQ in response to this RFQ, Respondent represents that it has carefully read and understands all elements of this RFQ; has familiarized itself with all federal, state, and local laws, ordinances, and rules and regulations that in any manner may affect the cost, progress, or performance of the work; and has full knowledge of the scope, nature, quality, and quantity of services to be performed. By submitting a SOQ in response to this RFQ, the Respondent represents that it has not relied exclusively upon any technical details in place or under consideration for implementation by CITY but has supplemented this information through due diligence research and that the Respondent sufficiently understands the issues relative to the indicated requirements.

The failure or omission of Respondent to receive or examine any form, instrument, addendum, or other documents or to acquaint itself with conditions existing at the site or other details shall in no way relieve any Respondent from any obligations with respect to its SOQ or to the contract.

## RESERVATIONS

CITY reserves the right to request clarification or additional information specific to any response after all Responses have been received and the Solicitation due date has passed. Additionally, CITY reserves the right to accept or reject all or part of any Response, waive any informalities or immaterial technical inconsistencies, delete any requirement or specification from the Solicitation, or terminate the Solicitation when deemed to be in CITY'S best interest.

Submittals which are qualified with conditional clauses, or alterations, or items not called for in the RFQ documents, or irregularities of any kind are subject to disqualification by the City, at its option.

THE CITY RESERVES THE ABSOLUTE AND UNCONDITIONAL RIGHT TO BE SOLE DETERMINANT OF WHAT IS DEEMED "A MATERIAL IRREGULARITY" AND TO WAIVE OR INTERPRET ANY IRREGULARITY TO ITS BENEFIT, IN ITS SOLE DISCRETION.

## RESPONSES BECOME PROPERTY OF CITY:

Submissions received in response to this Solicitation become the sole property of CITY.

## RIGHT OF ACCEPTANCE AND REJECTION

The qualifications of a Respondent shall not deprive CITY of the right to accept a SOQ, which in its judgment is the most highly qualified firm. In addition, CITY reserves the right to reject any SOQ where circumstances and developments have, in the opinion of CITY, changed the qualifications or responsibility of the firm.

CITY reserves the right to execute a Master Professional Services Agreement for “City Engineer” Services and on-call civil engineering services for transportation, stormwater drainage and water/wastewater utilities with multiple Respondents. The CITY reserves the right to engage the services of one or more successful Respondent(s) for specific civil engineering services projects on an on-call basis as said projects arise.

The CITY reserves the right to request changes in the project team dependent upon the needs of the CITY project to project.

## **RIGHT TO ASSURANCES**

In the event CITY, in good faith, has reason to question the intent of the Firm to perform as presented in the SOQ, CITY may demand written assurances of the intent to perform as presented. In the event no written assurance is given within the time specified, CITY may reject the SOQ.

## **Description of Project**

### **GENERAL**

Consultant(s) shall provide civil engineering services on an on-call basis for specific projects. Services shall consist of:

- City Engineer services
- Development Plan Review
- Transportation Design (streets, sidewalks, traffic control devices, etc.)
- Stormwater Drainage Analysis and Design
- Utilities Design (water and wastewater)
- General Civil Engineering Services, as requested.

Consultant(s) may be required to perform site visits, document site observations, participate in progress meetings, send reports to City Staff, verify compliance with specifications, and other services to support quality assurance efforts. CITY reserves the right to solicit multiple consultants within the three-year (3-yr) term. CITY does not guarantee a release of work to any firm selected. The total estimated professional services fee is to be determined on a project-by-project basis.

### **CITY ENGINEERING SERVICES**

The selected Consultant may be designated as the role of City Engineer for City of Bartlett and perform all tasks required of that position pursuant to the City of Bartlett, Code of Ordinances, and Uniform Development Code (“UDC”) which may be found on the CITY’s website. This position requires attendance at regular and specially called City Council meetings, Planning and Zoning Commission meetings, as well as other meetings as required by the Director of Development Services or designee, engineering guidance during the normal day to day operations of the CITY, and special tasks as assigned by the Director of Development Services or designee.

## ON-CALL SERVICES

The CITY may issue one or more Work Orders as needed, when needed for the tasks below. The Consultant(s) must have the capacity to complete the following functions in a professional and timely manner. As individual projects are identified, the selected consultant shall provide a scope of work and cost proposal to provide design services as generally described herein. The selected consultant shall provide construction plans, technical specifications, bid and construction phase support, and other related services, as requested. All work shall be in accordance with all applicable local, state, and federal rules, regulations, and standards. The professional engineering services that may be requested on an as-needed basis may include, but are not limited to, the following tasks:

- 1. Plan Review Services:** The selected Consultant(s) will provide technical review of, and answer inquiries relating to annexations, rezonings, site plans, subdivision plans, improvement plans, land disturbance plans, construction plans, and bonds letters of credit and/or escrows relating to projects proposed by applicants to be developed in the CITY to ensure that such conform to codes adopted by the CITY, including:
  - a. Assist City Staff with the review of development submittals for compliance with CITY codes and ordinances and provide a comment letter. Submittals may include but are not limited to construction plans, storm water management plans, traffic impact analysis reports, opinions of probable cost.
  - b. This scope of services will not preclude the respondent from performing work for private developers within the CITY.
  - c. Respondents will not be allowed to perform plan review services on work performed by their own firm.
  - d. Staffing must be available to review plans within a certain timeframe to comply with "shot clock" for reviews.
- 2. City Project Design Services:** The selected Consultant(s) must have the capability to design a full array of public works type projects including transportation infrastructure systems, water distribution systems, wastewater collection systems, and stormwater management systems, in a manner that the infrastructure is functional and cost effective. The selected Consultant(s) must be able to provide engineering guidance for municipal structures. Specific projects have not been identified at this time. The services may include a. Design Phase:
  - a. Meet with CITY staff as required to discuss operational considerations, staff requirements, system preferences, prioritization of the project scope, and to coordinate the engineering design of the project. In addition, CITY shall inform FIRM of any bond language to clarify funding requirements.
  - b. Provide the necessary field survey services to determine the existing field conditions, including all utilities and surface features to the maximum extent possible.
  - c. Perform the necessary testing to determine the existing site conditions and proper methods of construction and demolition.
  - d. Provide alternative design concepts for implementation of the project.
  - e. At the direction of CITY staff, the Consultant may be required to attend and participate in public, City Council, board, commission, and other stakeholder meetings.

- f. Provide Opinion of Probable Construction Cost at various stages throughout design.
  - g. Provide the design to the CITY at progress intervals in appropriate, requested formats (may include hard copy, .pdf, and .dwg)
  - h. Provide detailed plans and specifications for the project to be used in the award of a construction contract, or construction by CITY staff.
  - i. Other related services to design the project and prepare for the bid phase.
- 3. Permitting Phase:** The Consultant shall prepare documents for, and coordinate with other utilities and associated local, state, and federal agencies (including TxDOT, TCEQ, EPA, etc.) as required for the approval of all necessary permits.
- 4. Bid Phase:**
  - a. Provide lump sum and unit price bid quantities on the CITY bid form format for use in bid documents.
  - b. Provide bid sets of the contract, technical specifications, plans, and any other necessary documents in hard copy and digital format.
  - c. Attending pre-bid conference and prepare responses to questions and addenda, as necessary.
  - d. Research qualifications and references of apparent responsible low bidder, prepare bid tabulation, and provide a letter of recommendation for contract award.
- 5. Construction Phase:**
  - a. Provide required construction staking if requested by Owner.
  - b. Prepare necessary change order documentation, including required changes to plans and specifications.
  - c. Review and make recommendations on Contractor change order requests.
  - d. Attend progress meetings and monitor construction schedule.
  - e. Provide an appropriate level of observation and Owner representation during construction.
  - f. Observe and assist in performance tests and initial operations of the project as needed.
  - g. Prepare record drawings from information submitted by the contractor in accordance with CITY standards.
- 6. Resident Project Representative (RPR) Services:**
  - a. Act as the authorized representative of the CITY assigned to assist the CITY at the Site of a Specific Project during the Construction Phase which may or may not have been designed by Respondent.
  - b. The duties and responsibilities of the RPR will be defined for each project. The RPR may provide full time representation or may provide representation to a lesser degree.

7. **Project Schedule:** CITY staff will request and approve the proposed schedule for each individual project. Projects may need to be completed on an expedited schedule basis. Flexibility may be required to meet the CITY's needs in a timely manner.
8. **Environmental Services and Regulatory Agency Interactions:** The selected Consultant(s) shall be well versed in regulatory compliance and permitting and be familiar with approval procedures of regulatory agencies including but not limited to the following: Texas Department of Transportation, Texas Department of Agriculture, Texas Water Development Board, Texas Commission on Environmental Quality, Edwards Aquifer Authority, U.S. Army Corps of Engineers, Federal Emergency Management Agency, Federal Highway Administration, United States Environmental Protection Agency.
9. **Grant Assistance:** The selected Consultant(s) shall, as requested, complete or assist in the completion of grant applications for CITY projects.
10. **Surveying, Easements and Related Services:** The selected Consultant(s) shall have the capability of performing boundary surveys, topographic surveys, construction staking, prepare easement plats and easement documents, and assist in easement acquisition.
11. **Design Standard Guidance:** The selected Consultant(s) shall have the capability and expertise to review, interpret and promulgate City standards for the design, construction, installation, location and arrangement of streets, curbs, street signs, alleys, sidewalks, septic tanks, monuments, criteria for drainage easement requirements, drainage facilities, water delivery, wastewater, pedestrian ways and for the compaction of utility ditches within the right-of-way.
12. **CAD and GIS Capabilities:** The selected Consultant(s) shall have computer aided drafting and geographical information system capabilities upon request.
13. **Meeting Attendance and Participation:** The selected Consultant(s) may be expected to attend (via in person or videoconference at CITY's discretion) a variety of CITY meetings, including, but not limited to, planning and zoning meetings, council meetings, meetings of affected property owners, and meetings with CITY staff and developers.
14. **Work Product:** The selected Consultant(s) will be expected to provide the CITY with copies of all work products without limitation, which shall include reports, analyses, correspondence, plans, proposals, submittals, schematics, exhibits, drawings and any other documents produced in connection with the consulting relationship with the CITY in printed form, as well as in electronic form to include portable document format and the root file(s).
15. **Assignment of Professional Engineer:** The selected Consultant(s) shall assign to the CITY a minimum of one (1) staff person who is a Professional Engineer licensed to practice in the State of Texas.
16. **Responsiveness:** The selected Consultant(s) must commit to providing services to the CITY in a timely manner, without unreasonable delays.
17. **Proximity:** The selected Consultant(s) must be located within reasonable proximity to the City of Cibolo to ensure meeting attendance if requested, meeting coordination, and the conveyance of documents when sent via courier.



## **Submission Requirements.**

CITY requires comprehensive responses to every section within this RFQ. To facilitate the review of the responses, Respondents shall follow the described format. The intent of the RFQ format is to expedite review and evaluation. It is not the intent to constrain Respondents with regard to content, but to assure that the specific requirements set forth in this RFQ are addressed in a uniform manner amenable to review. Only the information provided with the SOQ's and subsequent interview, discussions, and clarifications will be used in the evaluation process and award determination.

The proposal must be submitted in hard copy. The proposer shall submit one (1) original and five (5) copies of the entire proposal, plus one (1) digital copy (on CD, DVD, or thumb drive).

**Any SOQ that does not meet all the minimum requirements contained herein will be considered non-responsive and will not be evaluated. These minimum requirements are considered pass or fail criteria:**

- 1. SOQs must be received by the due date and time.**
- 2. The page limitations noted below must be strictly adhered to; page limits do not apply to a cover letter, tabs, forms, or comments on the Professional Services Agreement.**
- 3. Stated minimum experience level providing similar services of equal complexity and magnitude in each discipline category.**
- 4. References from entities for which the Respondent provided the services, of equal complexity and magnitude, are required.**
- 5. Licensed Engineer certified in the State of Texas in good standing with no debarments or discipline actions, assigned to project team. Attach copy of certification or documents from the Texas Board of Professional Engineers and Land Surveyors.**
- 6. If submitted for surveying services, a Registered Professional Land Surveyor certified in the State of Texas in good standing with no debarments or discipline actions, assigned to project team. Attach copy of certification or documents from the Texas Board of Professional Engineers and Land Surveyors.**
- 7. Respondent Firms must have a Firm Registration number issued by the Texas Board of Professional Engineers and Land Surveyors with an active status.**
- 8. The responding individual or business is not on the debarred vendor list with the State of Texas, or Federal Debarment List ([sam.gov](http://sam.gov)).**

SOQs that pass the minimum requirements listed above will be evaluated, rated, and ranked, in accordance with the criteria provided below for a maximum of 100 points. CITY may request additional information, site visits, interviews, or presentations from the Respondent as part of the evaluation process.

The SOQ format shall be clearly identified in the responses and conform to the criteria as outlined in “A” through “H” as specified in the criteria listed below. There are no specific requirements on font size, spacing, margins, etc.; however, all text and figures must be clearly legible when the PDF is printed. Each page should be letter-sized (8.5 x 11 inches).

**A. FIRM INTRODUCTION (5 points, 3 page maximum)**

Briefly introduce your firm, providing a summary of the organization, the staff size, the length of time the firm has been engaged in projects/efforts related to general city engineering services for a Texas municipality and applicable firm registration information. Include the main office location supporting this project (presumably where the Project Manager is located) and all other location(s) that will provide support, if applicable. Provide an organizational chart indicating the positions and names of the core team which will undertake this engagement. Provide information regarding subconsultants utilized.

**B. EXPERIENCE OF THE FIRM WITH SIMILAR WORK (20 points, 3 page maximum)**

CITY is interested in the firm's history with similar work. List all recent local governments (meaning municipalities, counties, or other government entities within Texas, with preference given to municipalities in central Texas) within the past five (5) years, for which your company or any member of the Firm's team has performed similar types of services. Experience with ARPA funded projects and familiarity with Texas municipalities and their requirements and procedures will also be considered in the evaluation process. CITY may consider the history of firm in complying with project programs, schedules, and budgets on previous CITY projects.

**C. RESUME OF PROPOSED PROJECT MANAGER (15 points, 3 page maximum)**

CITY is interested in the individual's experience as a project manager on projects similar to that described in the solicitation with public entity clients, especially fast-growing municipalities. Only one individual should be designated as Project Manager and must be employed by the firm and not by a sub-consultant. Demonstrate project management experience, technical competency, qualifications, and compliance with legal requirements including:

- Documented experience managing projects similar to work described in the solicitation.
- Descriptions and examples of specific projects or studies of a similar nature completed by the individual as described in the solicitation and their role in the work (minimum 3, preferred 5).
- Educational background.
- License status, to include applicable Texas registration number and expiration date.
- Formal project management training plus any certifications and/or accreditations offered by organizations such as the Project Management Institute (preferred, not required); and

- Percent availability for plan reviews, general on-call engineering services, and design/construction projects percent availability and other commitments (specific projects, role, duration) over next 12-18 months, and including list of any other cities where on-call CITY engineering services are provided.

#### D. RESUMES OF PROPOSED LEAD TECHNICAL PROFESSIONAL(S) (20points, 1 page per lead, 6 pages maximum)

Lead technical professionals are the individuals responsible for specific technical aspects of the work. CITY is interested in the individual(s)' experience on projects similar to that described in the solicitation. These individuals must be licensed engineers in the State of Texas at the time of submission. Demonstrate relevant technical competency, qualifications and compliance with legal requirements including:

- documented experience projects similar to work described in the solicitation.
- descriptions and examples of specific projects or studies of a similar nature completed by the individual as described in the solicitation and their role in the work (minimum 3, preferred 5).
- educational background.
- license status, as applicable, includes Texas registration number and expiration.
- technical publications including books, papers, or presentations (if any); and
- availability and other commitments (specific projects, role, duration) over the next 18 months.

#### E. SUPPORT PERSONNEL EXPERIENCE (15 points, 3 pages maximum)

CITY is interested in the technical qualifications and experience of the remaining project team members. Demonstrate technical competency and qualifications in list format with the following information:

- proposed role on project.
- location.
- years of experience.
- educational background.
- license status, to include Texas registration number and expiration date where applicable; and
- summary of relevant experience.

#### F. APPROACH TO PROJECT (25 points, 4 page maximum)

Provide a narrative on Respondent's approach to the project. Include critical issues of concern and how the Respondent's team would address them. Specifically, include a description of Respondent's approach to providing Plan Review Services, as described above, where Respondent has been involved in the preparation of the current or prior plan proposed to be developed in the CITY to ensure that such conform to codes adopted by the CITY; or has been involved in the preparation of a plan adjacent or abutting a development for which the CITY has requested Plan Review Services. Include approach to quality control throughout the project. Provide a sample plan review schedule including major tasks and durations. Provide response time for on-call general CITY engineer questions.

## **H. LITIGATION DISCLOSURE**

Disclose any known claims for losses, professional negligence, damages, or indemnification, including any settled, threatened, or ongoing litigation or arbitration, in which the Firm, any current employee of the Firm, and/or any proposed sub-consultant of the Firm listed in your Proposal, are listed as a party or potential party, which arose or occurred within the last four (4) years. CITY will consider any relevant information when assigning points allocated to Section B "EXPERIENCE OF THE FIRM WITH SIMILAR WORK." CITY reserves the right to disqualify any Respondents and/or sub-consultants based on potential or perceived conflicts of interest related to prior and ongoing claims involving CITY.

## **Evaluation and Selection Process**

CITY has attempted to provide a comprehensive statement of requirements through this solicitation for the work contemplated. Written SOQs must present Respondent's qualifications and understanding of the work to be performed. Respondents are asked to address each evaluation criteria and to be specific in presenting their qualifications. SOQs must be as thorough and detailed as possible so that CITY may properly evaluate capabilities to provide the requested services.

CITY reserves the right to award contract(s) to one or more providers pursuant to this RFQ. CITY will first select the most highly qualified provider(s) for the services on the basis of demonstrated competence and qualifications; and then attempt to negotiate a contract with provider(s) at a fair and reasonable price. The City Council exercises its discretion in the final selection and ranking of the most highly qualified provider(s) and will not be bound by the evaluation committee's recommendation, scoring and ranking. The evaluation committee's preliminary reviews and scoring of SOQ merely determines the top ranked Respondents who are most technically qualified as finalists and are eligible for selection and negotiation. If a satisfactory contract cannot be negotiated with the most highly qualified provider(s) for the services, CITY will formally end negotiations with that provider; select the next most highly qualified provider; and attempt to negotiate a contract with that provider at a fair and reasonable price. CITY will By submission of a SOQ, Respondent acknowledges acceptance of the evaluation process and selection and ranking process, the evaluation criteria, scope of work, approach and methodology, and all other terms and conditions set forth in this RFQ. Further, Respondents acknowledge that subjective judgements must be made by CITY during this process.

## **CLARITY AND QUALITY OF SOQ Pass/Fail**

Respondents must provide comprehensive responses to every section within this RFQ in the described format. It is not the intent of CITY to constrain Respondents with regard to content, but to assure that the specific requirements set forth in this RFQ are addressed in a uniform manner amenable to review and evaluation. Failure to do so may result in your SOQ being disqualified from further review and consideration.

## **EVALUATION CRITERIA**

CITY will select one or more Respondents based on demonstrated competence and qualifications. CITY has established specific, weighted criteria for selection. This section presents the evaluation criteria, description, and relative weight assigned to each (100 points maximum). CITY will evaluate each Respondent's responses to the requirements contained in this RFQ.

- A. 5 points Firm Introduction**
- B. 20 points Experience of the Firm with similar work**
- C. 15 points Resume of Proposed Project Manager**
- D. 20 points Resumes of Proposed Lead Technical Professional(s)**
- E. 15 points Support personnel experience.**
- F. 25 points Approach to Project**

#### **100 POINTS TOTAL POINTS AVAILABLE**

#### **REFERENCE CHECKS**

CITY reserves the right to check any reference(s), regardless of the source of the reference information. Information may be requested and evaluated from references. CITY reserves the right to use a third party to conduct reference checks. Only top scoring Respondents may receive reference checks and negative references in the CITY's sole determination may eliminate Respondents from further consideration.

#### **INITIAL EVALUATION AND RANKING**

Following the SOQ evaluation(s), CITY will compile the final scores. If the Evaluation committee determines that clarifying information is not required, the evaluation process is complete. The award recommendation will be made for the Respondent(s) who, in CITY's opinion, is the most highly qualified.

#### **INVITATIONS FOR ORAL INTERVIEWS**

CITY will continue this process to select and negotiate with provider(s) until a contract is entered into. The Evaluation committee may conclude after completion of the SOQ evaluation(s) that oral interviews or presentations are required in order to determine the most qualified Respondent(s). The selection of Respondents to make presentations will be based on the initial evaluation and ranking. All Respondents may not necessarily be extended an invitation for oral interviews. CITY reserves the right to select Respondents to interview that are most susceptible of being selected for an award of a contract.

#### **ORAL INTERVIEWS, PRESENTATIONS OR DEMONSTRATIONS (OPTIONAL)**

Respondents selected pursuant to Subsection E above may be given an opportunity for oral interviews, presentations, or demonstrations. The presentation process will allow Respondents to demonstrate their SOQ offering and explain and/or clarify any unusual or significant elements related to their SOQs. At this stage, Respondents shall not be allowed to alter or amend their SOQs. The Evaluation committee will score each presenting Respondent.

#### **20 POINTS ORAL INTERVIEWS**

## FINAL EVALUATION AND RANKING AFTER ORAL INTERVIEWS

The Evaluation committee will make its recommendation for award to the most highly qualified Respondent(s) based on a combination of the evaluation criteria and the oral interview, presentation, or demonstration (if utilized). The final total score will be calculated at the end.

and in their stead the respective successors thereof either one or more of the authorized representatives are now and hereafter authorized for and in the name of the Organization from time to time to execute and deliver notes, loan agreements, leases and other instruments evidencing indebtedness to the lender including commitments, renewals, extensions and amendments relating to such instruments or indebtedness and to convey, assign, transfer, pledge or mortgage or grant a security interest in or otherwise to pledge and deliver to such instruments as the lender deems necessary and proper of the Organization including real and personal property and choses in action required by the lender to secure the payment thereof and to dishonor, assign or set off to the lender conditional sales contracts, notes, reservation of title documents and other documents.

advances drafts receipts leases and other indebtedness payable to the corporation on such terms as the lender may agree upon and to endorse in the name of the corporation any documents or instruments relating to such indebtedness so discounted assigned or sold and to guarantee payment thereof to the lender and to guarantee the indebtedness of any third party to the lender and to convey assign transfer record mortgage and execute any other instrument and deliver any such instruments as the lender deems necessary and proper of the corporation including real and personal property and choses in action required by the lender to secure the payment thereof and to perform any acts and execute and deliver any documents and instruments deemed necessary to carry out the purposes of this resolution

**RESOLVED**, that any one of the authorized representatives be and is now and hereafter authorized for and in the name of the corporation from time to time to execute drafts and advances in connection with any indebtedness of the corporation to the lender pursuant to this resolution

**RESOLVED**, that these resolutions shall continue in full force and effect and shall remain irrevocable as far as the lender is concerned until the lender is notified in writing of their modification or rescission which shall have prospective effect only

**RESOLVED** that these resolutions are expressly nonexclusive of others to make for and in the name of the corporation and upon whom the lender may reasonably rely

**RESOLVED**, that any and all acts authorized pursuant to these resolutions and performed prior to the passage of these resolutions are hereby ratified and approved and

**RESOLVED**, that any officer of the corporation or any member of the governing Board is authorized to certify these resolutions which shall supersede any resolutions of like tenor previously furnished to the lender and to provide written notice of the lender in the event these resolutions are hereafter modified or rescinded and

**I/we further certify** that I am a person authorized to make the certifications herein and that the foregoing is a complete and correct copy of the resolutions adopted by the corporation and affirmative appearing in the permanent records of the corporation

**I/we further certify** that there is no provision in the articles or incorporation or in the articles of incorporation or the operating agreement or the charter or the bylaws or the minutes of the corporation or any other governing documents of the corporation or in the foregoing instruments is a limitation or restriction on the exercise of the foregoing resolutions or prevents me from executing this certification and that these acts were and are duly approved and authorized in conformity with the governing documents and applicable law

**I/we further certify** that the foregoing resolutions have not been modified amended or rescinded and are in full force and effect and that they are binding upon the corporation

**I/we further certify** that the corporation is duly organized validly existing and in good standing under the laws governing its creation and existence and is duly registered in the states in which it does business



### For Sole Proprietorships:

As used in this resolution \_\_\_\_\_ or \_\_\_\_\_ member \_\_\_\_\_ and/or \_\_\_\_\_ God \_\_\_\_\_ means the owner of the sole proprietorship designated on page one as the Borrower. \_\_\_\_\_ I am the sole owner of the business whose trade name is designated on this resolution. If another carries active ownership interest in the business for example if there is include a partner in ownership or if there is incorporate or if the ownership is changed in any way and I do not notify the lender of the fact \_\_\_\_\_ remain fully liable personally in accordance with the terms of this resolution and another agreement \_\_\_\_\_ have signed in consideration of the lender's acceptance of this resolution and any loans credits and advances \_\_\_\_\_ in my name as owner \_\_\_\_\_ are signed in the designated trade name or \_\_\_\_\_ whose authorized on page one as authorized signer agree to the terms hereof.

I \_\_\_\_\_ hereby have subscribed my name to this document on \_\_\_\_\_ date \_\_\_\_\_

\_\_\_\_\_

Individual Signature

DOB \_\_\_\_\_

Trade Name \_\_\_\_\_

### For Corporations:

I \_\_\_\_\_ hereby have subscribed my name to this document on \_\_\_\_\_ date \_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

### For Partnerships:

I \_\_\_\_\_ hereby have subscribed my name to this document on \_\_\_\_\_ date \_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_

### For Limited Partnerships:

I \_\_\_\_\_ hereby undersigned General Partner as subscribed is \_\_\_\_\_ name to this document on \_\_\_\_\_ date \_\_\_\_\_

\_\_\_\_\_ General Partner

Signature \_\_\_\_\_

**For Limited Liability Company:**

Business thereof shall be saved ascribed to our names to this document on  
 \_\_\_\_\_ date

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**For Unincorporated Religious Society:**

Business of \_\_\_\_\_ hereby assigned more names to this document on \_\_\_\_\_ date \_\_\_\_\_

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**For Unincorporated Association and Others:**

Business of the above subscribed member names of this document on  
 \_\_\_\_\_ date \_\_\_\_\_

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