



NOTICE OF REGULAR MEETING

May 27, 2020

SHENANDOAH MUNICIPAL DEVELOPMENT DISTRICT

STATE OF TEXAS
COUNTY OF MONTGOMERY
CITY OF SHENANDOAH

AGENDA

NOTICE IS HEREBY GIVEN that a Meeting of the Shenandoah Municipal Development District will be held on Wednesday, May 27, 2020 at 6:00 p.m. for the purpose of considering the following:

1. CALL TO ORDER

2. CALL OF ROLL

3. CITIZENS INQUIRY

Responses to inquiries are limited by state law to a recitation of existing policy or a statement of specific factual information given in response to the inquiry. Any deliberation or decision by the Board shall be limited to a proposal to place the subject on the agenda of a future meeting.

4. Discussion of General Fund Capital Improvement Plan (CIP) projects.

5. Discussion and possible action to approve a bid for test pumping at the east side pond.

6. Discussion and possible to approve the purchase of a booster pump for Water Plant No.2.

7. Discussion and possible action regarding a proposal from HDL Companies.

8. Discussion and possible action to ratify the accounts payable for April, 2020.

DIRECTORS' INQUIRY

Pursuant to Texas Government Code Sect. 551.042, the Directors may inquire about a subject not specifically listed on this Agenda. Responses are limited to a recitation of existing policy or a statement of specific factual information given in response to the inquiry. Any deliberation or decision shall be limited to a proposal to place the subject on the agenda of a future meeting.

EXECUTIVE SESSION

Public notice is given that the Municipal Development District Board may elect to go into Executive Session at any time during the meeting in order to discuss any matters listed on the Agenda when authorized by the provisions of the Open Meeting Act, Chapter 551 of the Texas Government Code, to receive advice from legal counsel, to discuss matters of land acquisition, personnel matters or other lawful matters that are specifically related to items listed on this Agenda. Prior to any such closed session, the President, in open session, will identify the agenda item to be discussed and the Section or Sections of Chapter 551 under which the closed discussion is authorized.

Executive Session – According to the Texas Open Meetings Act, Chapter 551 of the Texas Government Code as follows:

- i) Government Code § Sec. 551.071. Consultation with Attorney; Pending Litigation
 - Harold Denton

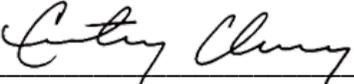
- a) Consideration and if determined appropriate, take action resulting from the item(s) listed under Executive Session.

ADJOURN

There is the potential for a quorum of City Council members to be present at this meeting.

City Hall is wheelchair accessible. A sloped entry is available at the entrance with specially marked parking spaces available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's office at (281) 298-5522 or Fax (281) 367-2225 for further information.

I certify that the attached notice of meeting was posted on the bulletin board at City of Shenandoah Municipal Complex, 29955 IH-45 North, Shenandoah, Texas, on the 21 day of May 2020 at 4:15 o'clock p.m.



Courtney Clary, Assistant Secretary





Shenandoah Municipal Development District AGENDA REPORT

AGENDA DATE:	<u>May 27, 2020</u>	ITEM NUMBER:	<u>4</u>
DEPARTMENT:	<u>Public Works</u>	PREPARED BY:	<u>Joseph Peart</u>
PRICING:	<u>NA</u>	EXHIBITS:	<u>Capital Improvement Plan (CIP)</u>

SUBJECT/PROCEEDING:

Discussion regarding 5 year CIP for public works and facilities projects.

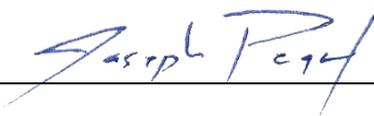
RECOMMENDED ACTION:

Discussion only.

BACKGROUND/DISCUSSION:

This stage of planning only considered future projects that are unfunded or partially funded from the Public Works Department. CIP assumes MDD funding at maximum contribution. A brief description of each project is provided in the exhibit.

APPROVALS:

DEPARTMENT HEAD	<u></u>	DATE:	<u>May 21, 2020</u>
CITY ADMINISTRATOR	<u></u>	DATE:	<u>May 21, 2020</u>



CAPITAL IMPROVEMENT PLAN
2020-2025

DEPARTMENT OF PUBLIC WORKS

JANUARY 2020

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Water Capital Projects

Water Plant #2

Booster Pump Deck Cover

- Construction of a fixed metal shade structure
- Protects booster pumps from the outdoor elements and reduces maintenance and replacement of pumps

Motor Control Center (MCC) Replacement

- Original MCC since construction
- MCC components are aging and failing more frequently, replacement is recommended by city engineers
- Out of space to add additional booster pump controls 1000 GPM or greater

Chlorine System Replacement and Building Update

- Original chlorination system
- Components are aging and requiring regular maintenance, replacement is recommended by staff

Water Plant #3

Chlorine System Maintenance

- Repair and replacement of worn components

Hydropillar Rehabilitation

- Repair and replacement of water storage tank protective coating
- Replacement of exterior and interior protective coating
- Repair of overflow drain piping

Water Distribution System

IH-45 and Texaco Asbestos Cement Pipe (ACP)

- Replacement of existing ACP along Interstate 45 service road between Shenandoah Dr. and Research Forest Dr.
- Unknown length of pipe, pot hole digging will need to be completed to determine extent

Memorial Hermann ACP

- Replacement of ACP under the west parking lot at Memorial Hermann hospital

- Unknown length of pipe, pot hole digging will need to be completed to determine extent
- Very disruptive project due to ACP being located under concrete parking spaces

David Memorial and David Vetter ACP

- Replacement of existing ACP at the intersection of David Memorial Dr. and David J. Vetter Blvd.
- Unknown length of pipe, pot hole digging will need to be completed to determine extent

Wastewater Capital Projects

Wastewater Treatment Plant (WWTP)

Replacement Fencing

- Replacement of wooden 8' fencing surrounding the wastewater treatment facility with cedar pickets and rot board

WWTP Improvements

- Upgrades recommended by the city engineer as follows:
 - Replace blowers, upgrade electrical system, and expand MCC room
 - Upgrade generator
 - Repair uneven airflow in chlorine contact basin
 - Extend 3-phase power to chemical building
 - Recoat Clarifier No. 1 bearing ring
 - Modify Return Activated Sludge (RAS) transfer from Clarifier No. 2
 - Begin building first half of digester complex
 - Convert existing aerobic digester to aeration
 - Supervisory Control and Data Acquisition (SCADA) improvements
 - Modify dewatering method

Lift Stations

New Pump at NTB Lift Station

- Purchase and installation of new pump

Construct Solids Removal System at Pineroft Lift Station

- The Pineroft Lift Station handles a large amount of rags from the hospital districts
- A solids removal system will extract the rags and prevent them from effecting three separate lift stations, reducing wear and tear on impellers

Wastewater Collection System

Inflow and Infiltration (I&I) Testing

- City data shows that our wastewater collection system has evidence of I&I
- Testing of the wastewater collection lines will identify and locate areas of inflow of storm water and infiltration of groundwater
- Often pressurized smoke is used during testing, public notifications are strongly recommended

Equipment

Sewer Inspection Camera System

- Purchase of camera to replace camera system from 2007

Stormwater Capital Projects

Detention Ponds

East Relief Pond

- A city owned property between David Memorial Dr. and the Pacific Union railroad tracks is acting as a detention pond for the region
- This project would deepen and improve the land into a wet-bottom amenity pond
- A large pump station with ten 20,000 gpm pumps will reduce the 100 year surface elevation and provide capacity during large storm events
- The project also includes funding to provide landscaping and pathways to create an amenity area

Sediment Removal

- Detention ponds regularly collect sediment over time as organic and inorganic debris is washed downstream
- The project provide sediment removal from all of the city's detention ponds (Vision Park, Oak Haven, and City Hall)

Stormwater Collection Lines

Wellman Road Drainage to East of Bridge

- Expansion of storm collection lines just east of the bridge on Wellman Rd.
- During heavy storm events this section of road closes due to high waters when the collection lines are overwhelmed

Cedarwood Reserve

- Installation of new storm collection lines in the 3 acre reserve west of Cedarwood Dr. and south of Blue Ridge Dr.
- This will provide drainage to areas that regularly have standing water after storm events

Holly Hill Reserve

- Installation of new storm collection lines in the 4.5 acre reserve at the north end of Holly Hill Dr.
- Amenity detention pond will be considered as a possible solution
- This will provide drainage to areas that regularly have standing water after storm events
- This project will consider the end use of the property for a park as discussed by city council and residents during townhall meetings

Cedarwood to Headwall Improvements

- Replacement and repair of existing storm collection lines that will connect the Cedarwood Reserve to the drainage headwall to the north
- Project can be completed separately from the Cedarwood Reserve project, however if the Cedarwood Reserve project is completed this project will need to be completed as well to handle additional flows and accommodate new flow lines

Stormwater Mapping and Modeling

- No comprehensive map exists for the city's stormwater system
- Project would include GIS mapping of the entire stormwater system, pipe diameters, manhole locations, etc.

Drainage Improvements at the WWTP

- Installation of sheet pile walls along the east and southern fence at the WWTP to prevent flooding of WWTP during heavy storm events
- Also includes the installation of a manual floodgate to release accumulated stormwater from the site into the outfall structure

Road and Pathway Capital Projects

Road Maintenance Projects

David Memorial Intersection

- Relocation of utilities on northwest corner of intersection and extension of north most lane to the intersection
- Repair of crosswalk located on the south side of the intersection

David Memorial Extension to HWY 242

- Extension of David Memorial Dr. to HWY 242 as a four lane boulevard with grassy median
- Project is planned to create a four way intersection with HWY 242 and S. Trade Center Blvd.
- Total project cost is approximately \$9.2M with 1/3 of the project located inside city limits
- Project requires extensive wetlands mitigation as well as ROW acquisition

Research Forest Right Turn Lane Extension

- Extension of dedicated right turn lane for Research Forest as it approaches IH-45
- Noted in a traffic study to improve intersection wait times

IH-45 and Research Forest Dr. Intersection Improvements

- Project to add two additional lanes underneath IH-45 at Research Forest/Tamina
- Extensive work with TxDOT will be required for completion
- Relocation of a fiber data point will add significant cost to project

Home Depot Driveway Modification

- Project to add a driveway from Home Depot's loading dock to Tamina Rd. to reduce traffic delays due to shipping trucks exiting the drive and blocking all lanes during maneuver
- Project also includes the removal of Home Depot's existing driveway off David Memorial Dr. closest to the intersection
- ROW will need to be acquired from multiple parties

Road Replacement

Shenandoah Park Drive Roadway Repair

- Removal of asphalt paving and replacement with concrete to tie in with existing driveway
- The existing tie-in is a common source of pot holes and maintenance issues

Pathways

David Memorial and Shenandoah Park

- Project to extend the pathway from the David Memorial roundabout west to IH-45 and south to existing an existing pathway at the Wood Forest Stadium
- This will provide a connection between two divided sections of the city's pathway system

Park Capital Projects

Park Projects

All Court Resurfacing at Main Park

- Project to repair and resurface both tennis courts and basketball court

Additional Parking at Toddler Park

- Project to add parking spaces at the Toddler Park

Construction of Holly Hill Park

- Construction of a walking trail style park on the City's property at the north end of Holly Hill Dr.
- This project could be completed separately after drainage work is completed in the same area or together with the drainage project

Facilities Capital Projects

City Hall

Flooring

- Removal and replacement of worn flooring surfaces throughout city hall

Wall Packs

- Installation of two wall packs on the southwest exterior walls of city hall
- Area has been noted by staff to not have adequate lighting and additional lighting in the area will improve visibility and security for both staff and individuals that use the community room

CVB Buildout

- Project to buildout the space inside city hall to accommodate CVB

Interior Re-paint

- Project to repaint walls inside of city hall that are in disrepair

Concrete Parking, Lights, and PD Fencing

- Project to remove all asphalt paving for the parking lot in front of city hall and replacement with concrete
- Repair of storm inlets and replacement of grates
- Demolition of existing parking lot lights and electrical, then installation of new LED parking lot lights
- Installation of fencing and security cameras to secure the police fleet

Public Works Building

Office Expansion

- Modification of interior space to create additional offices in the eastern side of the building
- City hall is reaching capacity and the staff members are sharing office space in the public works building

Platform and Lift for Second Story Storage

- Installation of a permanent platform and motorized lift for safe access to the storage on the second story
- Load bearing ratings for the second story will need to be checked in conjunction with this project

Set Generator and Auto Transfer Switch

- Project to place the backup generator on a concrete pad outside of the public works building
- Installation of new electrical and an auto transfer switch to provide the building with backup power

Pool Facilities

Pump Building Improvements

- Repair and replacement of several components to include a main circuit board, flow meter, salt generator control box, etc.
- Installation of a backwash view port to allow verification of a completed backwash of the sand filters

Deck Resurface

- Resurfacing of pool deck area with new texture and grip material to provide anti-slip surface around the pool

Equipment

Skid Loader

- Purchase of skid loader that comes with bucket and forks
- This equipment will receive regular use to move heavy materials and for drainage projects that are currently outsourced



Shenandoah Municipal Development District AGENDA REPORT

AGENDA DATE:	<u>May 27, 2020</u>	ITEM NUMBER:	<u>5</u>
DEPARTMENT:	<u>Public Works</u>	PREPARED BY:	<u>Joseph Peart</u>
PRICING:	<u>\$25,441.70</u>	EXHIBITS:	<u>Rental Proposal</u>

SUBJECT/PROCEEDING:

Discussion and possible action regarding a pump rental to pump down water levels for data collection.

RECOMMENDED ACTION:

Staff recommends reimbursement for the rental of an 8" pump and 900' piping from Rain for Rent for \$25,441.70.

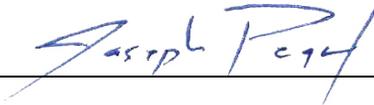
BACKGROUND/DISCUSSION:

Bleyl Engineering will provide an update on the East Relief Pond project.

Temporary test pumping of the East Relief Pond site will allow Bleyl engineering to field verify their Hydraulics and Hydrology (H&H) calculations and modeling as well as allow for additional data collection. Rental cycle is for 28 days.

The cost of this rental is eligible for full funding from the Municipal Development District (MDD).

APPROVALS:

DEPARTMENT HEAD	<u></u>	DATE:	<u>May 21, 2020</u>
CITY ADMINISTRATOR	<u></u>	DATE:	<u>May 21, 2020</u>

1017-IND-885448

Quotation Developed Especially for:

Ken Walker
Bleyl Engineering

Phone: 936-441-7833

Prepared on 2/21/2020 by:

Brad Paul
Cell: 713-355-9920
2712 Independence Pkwy South
La Porte TX 77571
Phone: 281-479-4500
Fax: 281-479-3092
www.rainforrent.com



Notice: Effective January 1, 2020 the Environmental Recovery Fee will be 2.75% on applicable products



Rental Quotation

Houston

www.rainforrent.com

2712 Independence Pkwy South
La Porte TX 77571
Phone: 281-479-4500
Fax: 281-479-3092

Quotation Number: 1017-IND-885448

Job Description:

Prepared By: Brad Paul

lower pond level

Customer: Bleyl Engineering

Location:

Customer ID: 7076075

Shenandoah, TX

Address:

City/State: ,

Contact: Ken Walker

Office: 936-441-7833

Fax:

Rental Sub Total: \$9,502.50

Sub Total: \$9,502.50

Recommended Optional Items - Rental: \$0.00

Recommended Optional Items - Sales: \$0.00

Does not include sales tax

Accept/Decline:

Initial:

By checking Accept and initialing customer is acknowledging that the additional cost for the above items will be added to the grand total.

Rental Protection - RPP: \$1,330.35

Est. Delivery Hauling \$2,985.60

Est. Pick-up Hauling \$2,985.60

Est. Install Labor \$5,632.00

Est. Removal Labor \$4,076.00

Est. Services \$0.00

Est. Air Quality Fee \$0.00

Est. Rev Air Quality Fee -\$0.00

Est. Enviro Recovery Fee \$260.00

Est. Rev Enviro Recovery Fee -\$0.00

(Does Not Include Sales Tax)

Grand Total: \$25,441.70

Date Prepared: 2/21/2020

Valid Until: 3/22/2020

Customer

Date

By signing this quotation, customer represents that he/she has read and agreed to both the Statement of Work and Scope of Agreement sections, and is also agreeing to the grand total amount listed above, plus any recommended optional items if checked and initialed.

If customer requires a Purchase Order number to process and submit payment, it must be supplied to Rain for Rent at the time of acceptance of this quotation. Please insert Purchase Order number here:

Rental Protection Plan

I have received and reviewed the Rental Protection Plan Agreement incorporated as the last page of this estimate. By initialing this paragraph, I understand that I am agreeing to enter into and be bound by the terms of the Rental Protection Plan Program Agreement and that I am authorized to enter into this Agreement on behalf of Customer. FOR ALL RENTALS OF EQUIPMENT, EXCEPT THOSE SPECIFICALLY EXCLUDED, YOU MAY EITHER SHOW PROOF OF PROPERTY INSURANCE IN ACCORDANCE WITH INSURANCE REQUIREMENTS AND RENTAL AGREEMENT, OR PURCHASE THE RENTAL PROTECTION. THE PURCHASE OF THE RENTAL PROTECTION PLAN FOR RENTALS OF EQUIPMENT IS NOT MANDATORY AND MAY BE DECLINED IF YOU HAVE PROOF OF ALL RISK PROPERTY INSURANCE AS REQUIRED BY CONTRACT.

Initial here:



Rental Quotation

Houston

www.rainforrent.com

2712 Independence Pkwy South
La Porte TX 77571
Phone: 281-479-4500
Fax: 281-479-3092

Quotation Number: 1017-IND-885448

Application: Dewater Materials: Pond water Flow: 3500gpm

*Rain for Rent Cycle = 28 Days.

This quotation has not been flagged as PREVAILING WAGE.

Rental Items

Qty	Unit	Duration	Item	Description	Day	Week	*Cycle	Extension
1	Each	1 *Cycle	+811035	Pump Trash 8" DV200C	\$319.94	\$959.83	\$2,879.50	\$2,879.50
1	Each	1 *Cycle	MR PUMP ACC	Set pump up 12"VIC x 12"VIC	\$0.00	\$0.00	\$72.96	\$72.96
32	Each	1 *Cycle	970930	Pipe 12"x30' Ind Groove AL	\$35.70	\$35.70	\$71.39	\$2,284.48
3	Each	1 *Cycle	722442	Hose 12"x25' HD Tank Truck Ind Groove 75#	\$420.70	\$420.70	\$841.40	\$2,524.20
2	Each	1 *Cycle	725248	Elbow 12" 45 Degree Ind Groove Cast 7111	\$30.61	\$30.61	\$61.21	\$122.42
2	Each	1 *Cycle	722057	Elbow 12" 90 Degree Ind Groove Cast 7110	\$47.13	\$47.13	\$94.26	\$188.52
2	Each	1 *Cycle	323195	Tee 12" Ind Groove Air Vent Assembly	\$38.11	\$38.11	\$76.21	\$152.42
45	Each	1 *Cycle	720770	Coupler 12" Ind Groove Heavy Wt Cast 77	\$14.20	\$14.20	\$28.40	\$1,278.00

Rental Sub Total: \$9,502.50

Sub Total: \$9,502.50



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Quotation Number: 1017-IND-885448

Statement of Work

Background:

Customer requires a water transfer system to remove water from a pond in an effort to lower the pond for greater

Scope:

Rain for Rent will provide labor and equipment necessary to deliver, install, remove, and demobilize the water transfer system products outlined in this quote. The pump station location will be at the manhole west of the pond and discharging at location 900' north of the pond. Rain for Rent will provide equipment as listed in the product page of this quote. Rain for Rent will provide and install manifolds, hoses and connection between Rain for Rent products.

References Materials:

Documents used as input for this proposal include:
Job walk and customer requests for flow rates

Operating Parameters:

System is designed to operate at a flow rate of 2,500gpm with peak flows of 3,500gpm.

Suction Location:

Suction Lift: 5'-15'

Discharge Locations:

Elevation Change from Suction to Discharge:

Pipe Distance: 950'

Estimated Duration:

For the quoted items, Rain for Rent requires a signed quote not less than 8 business days prior to delivery.

Rain for Rent Responsibilities:

- Labor and equipment necessary to perform one (1) unimpeded delivery & return trip per load to site.
- Labor and equipment necessary to install & remove system except for customer provided items.

Customer Responsibilities:

- Ensure that the application of this system does not damage nearby structures or cause negative impacts to the environment either directly or indirectly.
- Coordinate and acquire appropriate permissions and permits for water usage.
- Provide dedicated equipment with operator and fuel to perform unloading activities. Equipment must be capable of lifting 8,000lbs.
- Provide the following fueling, filter changes, and lubricating oils as needed for project operation. Pumps require service every 250 hours and can be provided by RfR for additional costs.



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- Protect system from damage and malfunction due to temperature or any substance that will cause corrosion, damage or leakage. Customer must provide protection that does not impede system function. Customer is responsible for all damages to system.
- Supply all needed water for any applicable system testing, startup, and cleaning.
- Provide any needed vehicular or pedestrian traffic control, site security and the modification or alteration of any permanent structure or site element, including any needed suction pits, pump pads, and discharge locations.
- All waste materials associated with this system.

Rain for Rent Exclusions:

- Sound attenuation.
- Compliance with unknown discharge requirements.

Additional Information

Services quoted in this proposal provided on a Time and Material basis. All values for service totals and phases are estimates only. Actual time used will be billed to customer.

Always use equipment in a safe and proper manner and in accordance with manufacturers and regulatory standards and industry best practices. Improper usage will cause system failure, product damages, possible injuries, and spills.

Rain for Rent has not assessed the suitability of the equipment quoted herein for its intended application is providing this equipment as directed by the customer without guarantee.



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Scope of Agreement

If Customer has entered into a Master Service Agreement with Rain for Rent and there is a conflict between the terms and conditions of this Scope of Agreement and the Customer's Master Service Agreement, then the terms and conditions in the Customer's Master Service Agreement signed by Rain for Rent will prevail.

Availability of products and services is subject to change without notice.

The rental period begins the day the equipment is delivered and continues until returned to originating Rain for Rent facility unless agreed to in writing before the rental period begins. A Cycle is defined as 4 weeks or 28 days which is our standard billing period. The weekly and/or daily rate for equipment quoted will be listed in the products grid when products are eligible for less than cycle rates. Payment terms are net 30 days from invoice date. Interest at the rate of 18% per year shall be charged on any past due invoice.

A Fuel Surcharge will be calculated and invoiced based on the diesel fuel price as published by the Department of Energy on <https://www.eia.gov/petroleum/gasdiesel/>

An Environmental Recovery Fee shall apply to all rental charges invoiced for the duration of the rental pursuant to this quote/Estimate to help offset direct and indirect costs associated with regulatory compliance, obtaining permits, and obtaining licenses. California Air Quality Fee will be added to the cost of diesel pumps used in California only. This is a State mandated fee.

Customer is prohibited from deducting retention from Rain for Rent invoices and charging Rain for Rent liquidated damages.

Customer is responsible for flushing and cleaning tanks, roll off boxes, pipelines, pumps, filters and other Rain for Rent equipment prior to return unless specifically agreed to by both parties in writing.

The Terms and Conditions of the Rain For Rent Rental and Acute Hazardous Waste Agreements, Credit Application/Master Rental & Sales Agreement, Invoice and this Quotation (also known as the Rain for Rent Rental/Sale Estimate as may be referenced in any Master Service Agreement, Blanket Purchase Order, or any other contractual document executed between the parties) contain the complete and final agreement between Rain For Rent and Customer and no other agreement in any way modifying or adding to any of said Terms and Conditions will be binding upon Rain For Rent unless made in writing and signed by a Rain For Rent Corporate Officer or Rain for Rent authorized representative.

The Customer cannot alter the equipment without Rain for Rent's prior written approval. Customer is responsible for equipment, repairs, maintenance and damage, excluding normal wear and tear or damage caused by Rain for Rent. All returned equipment is subject to inspection by Rain for Rent personnel. Damages and accrued rent will be invoiced to Customer while equipment is out of service for repairs. The Customer is responsible for damage caused by reactive, corrosive or abrasive material; including, but not limited to sand, sodium hydroxide, chlorine, and acids. Customer must notify Rain for Rent immediately of any spill so that any necessary repairs to the system can be made and to minimize service interruption. The Customer assumes all risks of loss due to operation and use of the equipment. Customer will provide "all risk" property insurance for rented equipment.

Customer shall pay Rain For Rent additional expenses caused by unforeseen or changing conditions, including, but not limited to, soil, underground conditions, rock formations, environmental conditions, weather events, regulations or restrictions, hard pan, boulders, cesspools, gas lines, water lines, drain pipes, underground electrical conduits or other above ground or underground obstructions.

All equipment rented or used products sold are provided "AS IS, WHERE IS" in their present condition. Rain for Rent makes no warranties, expressed or implied of any kind whatsoever with respect to the equipment or products. Customer agrees that customer is renting equipment or purchasing used products based on their judgment and evaluation, without reliance upon any statements of representations by Rain for Rent, and that Rain for Rent is not responsible for any defects in their operation or for any repairs, parts or services, unless otherwise noted.

All new products sold are provided without warranty beyond the terms of such warranty offered by the manufacturer, if any. Customer must comply with all original manufacturer's terms and conditions for any warranty claims that may arise. Neither Rain for Rent nor the manufacturer warranties the product if it has failed due to corrosion, misuse or damage; (2) it has been altered, repaired or modified in any way that would adversely affect its operation; or (3) it was installed or operated other than in accordance with manufacturer's operating instructions. Products supplied by Rain for Rent are warranted to be free from any defect in workmanship and material under conditions of normal use and service. Rain for Rent's obligation under this warranty is limited to replacing or repairing at the designated manufacturer's or Rain for Rent facility any part or parts returned to it with transportation charges prepaid, which Rain for Rent determines in its sole discretion to be defective.

This Quotation excludes any additional costs to Rain for Rent associated with Owner Controlled Insurance (OCIP) or WRAP insurance programs that will be added to Rain For Rent's prices.

De-watering, Roll-off, Vacuum boxes and similar equipment are not liquid tight. Rentee accepts full responsibility for all losses, damages and costs caused by or arising out of spills, leakage or discharge from this equipment. Rain for Rent will not be held liable for any structural or soils subsidence. This Quotation is valid for 30 days and is subject to credit approval.

RENTAL PROTECTION PLAN PROGRAM AGREEMENT

If you elect to maintain All Risk Property Insurance coverage, and the certificate of insurance You provide to Rain for Rent to evidence Your insurance coverage expires or is cancelled for any reason, You agree Rain for Rent may charge RPP for Your rentals until such time as You provide an acceptable and valid certificate of insurance to Rain for Rent.

This Rental Protection Plan Program Agreement (this "RPP Agreement") is entered into between the undersigned Rentor and Rentee in relation to the Master Rental and Sales Agreement (MRSA) between Rentor and Rentee. If Rentee has checked or initialed, as applicable, the Rental Protection Plan Program (the "RPP Program") box on the quote, then Rentee has opted-in to the RPP Program and this RPP Agreement shall supplement the MRSA whether or not executed by Rentee. Rentee understands and agrees that the RPP Program is not insurance and that the RPP Program provides only limited coverage, as described below.

1. Cost; Deductible; Maximum Coverage; Rentee shall pay a fee equal to 14 percent (14%) of the rental charge for each covered item, which fee shall be listed on each invoice during which period Rentee has opted to participate in the RPP Program. In the event of a Covered Occurrence, as defined below, Rentee shall further be responsible for the lesser of \$500 or 10 percent (10%) of the total loss, as a deductible. The maximum coverage available under the RPP Program is \$150,000 per Covered Occurrence, whether or not there is more than one piece of equipment involved in the occurrence.

2. Coverage; The RPP Program provides coverage only for losses involving Covered Equipment, as defined below, in the following instances: fire that was not caused by Rentee's gross negligence or willful misconduct; theft for which a police report was filed, and that occurred despite Rentee's reasonable precautions to protect and secure the covered equipment; and vandalism for which a police report was filed (individually, "Covered Occurrence," and collectively, "Covered Occurrence"). The RPP Program provides coverage only for the following types of equipment: pumps, electric submersible pumps, tanks, generators, light towers, filtration, boxes, heaters, spillguards, safety products, sprinklers, hoses, pipe, valves and fittings ("Covered Equipment"). Coverage does not extend to any equipment not owned by Rentor such as re-rented equipment.

3. Exclusions; The RPP program does not cover any equipment or event of loss that is not specifically described in Section 2. Without limiting the foregoing, the RPP Program does not provide coverage for the following: misuse of equipment; willful abuse of equipment; failure to maintain equipment; failure to secure items from theft (including but not limited to failing to store items in a fenced, locked area or failing to maintain personnel on site); damage or theft while in transit to or from a jobsite; corrosion from any source; any damage caused by named storm events; any instance that occurs while the account is not in good standing, such as a default as defined in the MRSA or upon written notice of non-payment; and any occurrence not reported to Rentor within 24 hours after the occurrence. The RPP program does not provide coverage for: electronic equipment (controls, instrumentation, and wiring), flow meters, water meters, wheel wash systems & accessories, Freezesentry items, or tires.

4. Claims; All claims must be submitted within 24 hours of the Covered Occurrence. Rentor's mechanic will inspect the equipment following any claim. The mechanic's findings as to the cause of the damage and cost of repair will be final. In the event of a theft or vandalism, Rentee must also provide supporting evidence that the site was secured at the time of loss.



Shenandoah Municipal Development District AGENDA REPORT

AGENDA DATE:	<u>May 27, 2020</u>	ITEM NUMBER:	<u>6</u>
DEPARTMENT:	<u>Water and Sewer</u>	PREPARED BY:	<u>Joseph Peart</u>
PRICING:	<u>\$30,112.38</u>	EXHIBITS:	<u>500 GPM Booster Pump Proposal</u>

SUBJECT/PROCEEDING:

Discussion and possible action regarding purchase of a booster pump for water plant #2.

RECOMMENDED ACTION:

Staff recommends reimbursement for the purchase of a 500 GPM booster pump from CSA Technical in the amount of \$21,078.67 to improve pumping capabilities of water plant #2.

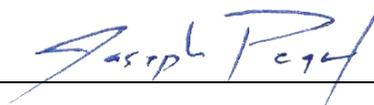
BACKGROUND/DISCUSSION:

The addition of booster pumps at Water Plant #2 was recommended by Bleyl Engineering to increase the pumping capacity of our water system and provide redundancy. Booster pumps help increase or maintain pressures levels and flow volume for a water system. The booster pumps were funded in 2018, however the replacement of a ground storage tank and load calculations for the MCC delayed the purchase and installation of the pump. The MCC can handle the additional electrical load from a 500 GPM pump and the new pump will add pumping capacity and flexibility to our water system.

This purchase is cost shared between the City and the Municipal Development District (MDD), see breakout below:

- City (30%) - \$9,033.71
- MDD (70%) - \$21,078.67

APPROVALS:

DEPARTMENT HEAD		DATE:	<u>May 21, 2020</u>
CITY ADMINISTRATOR		DATE:	<u>May 21, 2020</u>



CSA TECHNICAL LLC

P.O. Box 693
Spring, TX 77383

Quote

Date	Quote #
2/26/2020	1336

Name / Address
City of Shenandoah ATT: Steve Early 29955 IH-45 North Shenandoah, TX 77381

Rep	Project
CSA	

Description	Qty	U/M	Total
WTP#2 Booster #1 - Field Service installation of 500 GPM at 139' TDH splitcase booster package and piping. Test for proper operation. (1) There are no other items not specifically mentioned included in this proposal. (2) The price quoted is F.O.B. CSA Technical LLC, Spring, Texas. (3) Terms are NET 30 Days, with No Retainage. (4) Price Valid for 30 Days. This is a good faith estimate that is based on previous repairs performed on similar equipment of this kind and cost of repair could be higher once equipment is thoroughly inspected. Therefore, we will reserve the option of a 20% Contingency for any unforeseen cost. Sign and date here and provide a PO# to approve -----	1		30,112.38
We are pleased to have this opportunity to quote this job.		Total	\$30,112.38



Shenandoah Municipal Development District AGENDA REPORT

AGENDA DATE:	<u>May 27, 2020</u>	ITEM NUMBER:	<u>7</u>
DEPARTMENT:	<u>Finance</u>	PREPARED BY:	<u>Lisa Wasner</u>
PRICING:	<u></u>	EXHIBITS:	<u>Proposal from HDL Companies</u>

SUBJECT/PROCEEDING:

Discussion and Possible Action to Approve a Proposal from HDL Companies

RECOMMENDED ACTION:

Staff recommends that the Board approve the proposal from HDL Companies for Sales Tax Audit

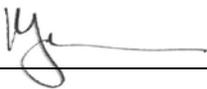
BACKGROUND/DISCUSSION:

The City currently contracts with HDL Companies for sales tax audit and reporting on the general fund sales tax collections.

Richard Fletcher with HDL Companies presented a proposal to staff to start a sales tax audit for MDD and waive the yearly contract fee from approval date until September 30, 2020. The only money that will be paid out will be a 30% commission on any sales tax that is recovered and for future collections for a 24-month billing period from the date the MDD first realizes the sales tax improvement. This proposal also includes the report series and analysis on their website that are updated monthly for staff.

The City, on the general fund side of sales tax, has recovered \$338,472.00 in missed sales tax revenue and that revenue will continue to be collected on, increasing our monthly payments that we receive since we hired them in January 2014.

APPROVALS:

DEPARTMENT HEAD		DATE:	<u>May 22, 2020</u>
CITY ADMINISTRATOR		DATE:	<u>May 22, 2020</u>

HdL⁺ Companies

February 4, 2020

Lisa Wasner
Finance Director
City of Shenandoah
lwasner@shenandoahtx.us

Re: Proposal for Services

Dear Lisa:

Thank you for meeting with us last Thursday. We have attached a proposal for your review that includes: Sales Tax and Auditing Services for the Shenandoah MDD, Economic Development Retail Analytics Reports and Consultation, and HOT Audit Services. We thank you for the opportunity to continue to service the City of Shenandoah. Please keep in mind that I am available to meet and discuss these services in more detail if you have any questions or need any additional information.

Please do not hesitate to contact me if you have any questions or require any additional information.

Regards,



Richard Fletcher
Vice President of Client Services & Operations



512.906.0429 | 713.481-6975

hdlcompanies.com

8700 Manchaca Rd., Suite 106, Austin, TX 78748
9821 Katy Freeway, Suite 440, Houston, TX 77024



Proposal for Services

February 4, 2020

City of Shenandoah



Austin Office

8700 Manchaca Rd, Suite 106

Austin, TX 78748

512.906.0429

Houston Office

9821 Katy Fwy, Suite 440

Houston, TX 77024

713.481.6975

Price Proposal

Shenandoah Municipal Development District

1. Sales Tax Report & Consultation Fee

Report and consultation fee includes monthly access to Sales Tax Analysis Report Service (STAR- Summary & STAR-Detail) through online portal access, unlimited consultation on taxpayers or general sales tax matters, as well as assistance with budget and forecast as needed. The fee for this service is **\$3,600 per year. Fee Waived with a concurrent City of Shenandoah Contract**

2. Sales Tax Audit & Recovery Fee

An audit and recovery fee of **30%** will be billed in those situations where our work results in sales tax revenue improvements to the City from recovered, future, or increased taxes. Recovered taxes are taxes incorrectly paid to another jurisdiction which are subsequently re-allocated to the City as a result of HdL recommendations or work. Future taxes are taxes received by the City as a result of HdL finding and fixing errors which result in taxes received going forward from the error correction. Increased taxes are taxes received by the City as a result of HdL finding and fixing errors which result in an increase in tax received above historic levels from the point of error correction. Audit and recovery fees for future or increased taxes are limited to a 24- month billing period from the date the City first realizes the sales tax improvement.

3. Economic Development – Insight Market Analytics Reports

Insight Market Analytics Reports for the Retail Trade area(s) (5,10,15-minute or custom drive times for up to 3, client selected sites). The fee for the Insight Market Analytics Reports is **\$2,500 per year. Additional sites may be added for \$1,000 per site.** The following 4 reports are included in the Insight Market Analytics Reports Package.

A. Consumer Demographic Profile – An HdL profile uses STI: PopStats database with over 1,200 variables with a bottom-up methodology to deliver the highest accuracy level and dependable demographic data. The side-by-side comparison helps users visualize consumer changes as the market size differs.

B. Household Segmentation Profile – An HdL profile provides a deep understanding of consumer preferences, behaviors and habits. Utilizing Personix Lifestage database the report segments 70 household clusters into one of 21 Lifestage Groups and ranks the top 10 individual clusters allowing the user to identify the most concentrated groups with ease. The document includes links to the Personix Online Guide, which provides an in-depth summary of each group and cluster.

- C. Employment Profile** – An HdL profile provides insight on the employment market located within a specific trade area. The profile breaks down industry groups, as well as Occupational sectors, to allow an accurate evaluation of the daytime population and workforce for the defined region. Understanding the types of businesses and the types of workers that are positioned near key areas of interest can greatly influence decisions.
- D. Consumer Demand and Market Profile (GAP Analysis)** – An HdL profile examines opportunity-surplus gaps across 31 retail segments and 40 major product and service lines to provide insight on potential opportunities within a defined market. The assessment evaluates the overall trade area, not just jurisdictional boundaries, making it a more useful tool to assist in development planning, recruitment strategies, and overall market analysis.
4. **Void Analysis (Optional Add-On) \$1,500** – An HdL analysis provides trade area supply and demand (surplus and leakage) data for nearly 60 retail store and product categories to identify which goods and services are in demand in your trade area. Unlike traditional approaches that only look at which tenants are missing from the trade area, an HdL void analysis also scores your site against the typical location profile of thousands of potential brands. The tool enables you to quickly evaluate opportunities to show prospects that your site is a strong opportunity for them with a list of their current operating locations that are similar to your site. The void analysis also determines which co-tenants they co-locate with and whether your location is a logical fit for their network, which leads to more vibrant retail trade areas and an optimized sales tax base.
 5. **Hotel Occupancy Tax Audit Only** - Audit of the hotels to be completed for **\$1,350** per audit. Alternate pricing is available for full HOT administration and optional add on services for short term rental discovery. Minimum of 4 audits at one time. Hotel Occupancy Tax Audit Only
 6. **Hotel and Motel Occupancy Tax – Full Administration Services - \$850** per hotel per year **(INCLUDES AUDITS)** - HdL's hotel occupancy tax administration service goes beyond scheduled cyclical audits, providing compliance monitoring of each return as it is filed while unburdening the City from the day to day administration of the hotel tax revenue program. Continual monitoring of HOT returns is the optimal way to increase compliance while maintaining positive relations with the City's lodging providers. The program is education focused, ensuring that lodging providers are clear on reporting requirements and methodology. HdL's tax administration professionals are available as needed to support both the City's team and the City's lodging providers. The City is kept up to date, with 24x7 online access to HdL's client portal containing real time access to registration and filing data, and management reporting. HdL's HOT administration service incorporates all of the following:

- Tax Registration Database Management – HdL will transfer the City’s existing databases as they relate to HOT into HdL’s internal administration tools. HdL will maintain the data, software, online filing portal for lodging providers, and online client portal for the City.
- Return Processing – HdL will process HOT filings within 5 days of submission. Accounts will receive all applicable forms necessary to complete the renewal process.
- New Account Processing – HdL will process any new HOT registrations for Lodging Establishments that change hand or newly offered properties.
- Payment Posting / Processing – HdL will process all payments made for new and existing lodging providers. Accounts will be updated with payment information and revenues will be remitted to the City net HdL’s fees on no less than a monthly basis.
- On-Line Filing & Payment Processing – With input from the City, HdL crafts a customized website and domain for the City’s taxpayers to submit online forms, returns, and payments along with other customer support related items.
- Compliance Monitoring & Lodging Provider Audits – HdL will ensure accurate filings of HOT returns by consistently monitoring returns and educating lodging providers on filing requirements. HdL will also provide cyclical compliance audits as mutually agreed to by the City and HdL, ensuring all providers are audited at least once every three years. The compliance audit process is described above in Option 1.
- Reports – HdL’s HOT administration service includes a variety of standard reports demonstrating account activity and filing trends. During service implementation HdL will work with the City to identify reporting requirements and frequency/method of delivery and will supplement our standard service with custom reports as needed to meet the City’s requirements.
- Progress Payments – HdL’s HOT administration service is billed monthly based on activity completed during the prior month. If standalone audits are conducted, they are billed only upon completion of the audit.
- Personnel and Technical Resources – HdL’s tax administration team maintains sufficient staffing in order to provide high quality service to the City. HdL’s administration service is built upon HdL’s leading local tax software solution, HdL Prime, which is utilized by over 170 municipalities of all sizes. HdL Prime provides advanced registration and payment processing and is hosted in the highly secure Microsoft Azure Cloud, ensuring that the City’s HOT program and data is secured, available, and easy to use by the City’s lodging providers.
- Customer Support Center – HdL will provide lodging providers with multiple support options for registering, filing returns, making payments and for general inquiries. A toll-free number will be provided to businesses in order to access one of our tax specialists. Lodging providers will also have access to support via e-mail, fax, and the online Business Support Center.

- Program Benefits – HdL’s HOT services provide a number of valuable benefits to our clients. The most easily identifiable advantage is the additional revenues procured from identifying errors and deficiencies during an audit. More nuanced gains are derived from the ancillary effects of the audit. Evidence shows that consistent enforcement from government agencies encourages future compliance and more accurate filings. HdL’s HOT service adheres to the maxim “Trust but Verify”. Furthermore, our focus on education and customer service is typically well received by the lodging community, as well as our software’s online customer service and filing capabilities. This additional focus on education helps to correct errors before they grow into large deficiencies with penalties and interest, which fosters healthier relations between the City and its lodging providers.
- Annual Audit Plan – During implementation, HdL gathers all the historical data available from the City and leverages internal data sources and expertise to provide an analysis of all lodging providers, along with a recommended audit schedule. This allows HdL to work cooperatively with the City to identify the entities that require attention first. HdL works directly with the City to ensure consensus on the audit schedule for the program.
- During the implementation period each lodging provider is contacted by an HdL tax specialist, providing education about filing procedures, appropriate forms, acceptable deductions, etc. In addition to providing information to the lodging provider, HdL conducts an inquiry designed to gather basic information for the administration program along with key details that may indicate anomalies that trigger moving that provider up the list. HdL’s service also the review of every filing in real time, effectively providing a desk audit of every tax return every period. This unique benefit of the HdL program provides rapid identification of those lodging providers that may require reprioritization, resulting in immediate full in-person audits.



City of Shenandoah

Expense Approval Report

By Fund

Payment Dates 04/01/2020 - 04/30/2020

Vendor Name	Payment Date	Payment Number	Description (Item)	Amount
Fund: 801 - SHENANDOAH MUNICIPAL DEVELOPMENT DISTRICT				
BLEYL AND ASSOCIATES	04/21/2020	625	APR 2020 MDD ENGINEER RETAINER	750.00
Fund 801 - SHENANDOAH MUNICIPAL DEVELOPMENT DISTRICT Total:				750.00
Fund: 802 - Municipal Development District Capital Project Fun				
STEPTOE & JOHNSON PLLC	04/14/2020	624	MAR 202 DEVELOPMENT CODE & REDEVELOPMENT PLANNING	8,802.50
BLEYL AND ASSOCIATES	04/21/2020	625	MAR 2020 TAMINA WEST BOUND TURN LANE @ I45	2,083.75
BLEYL AND ASSOCIATES	04/21/2020	625	MAR 2020 TRAFFIC STUDY UPDATE I45/RESEARCH FOREST	820.00
BLEYL AND ASSOCIATES	04/21/2020	625	MAR 2020 ENGINEERING/PRO SERVICES EAST SIDE WETLAN	350.00
Fund 802 - Municipal Development District Capital Project Fun Total:				12,056.25
Grand Total:				12,806.25

Report Summary

Fund Summary

Fund	Payment Amount
801 - SHENANDOAH MUNICIPAL DEVELOPMENT DISTRICT	750.00
802 - Municipal Development District Capital Project Fun	12,056.25
Grand Total:	12,806.25

Account Summary

Account Number	Account Name	Payment Amount
801-15-62-621100	Engineer	750.00
802-15-62-621000	Consulting/Professional S...	8,802.50
802-15-66-663710	Tamina Rd. to I-45 feeder	2,083.75
802-15-66-663720	Tamina Rd/I-45/Research ...	820.00
802-15-66-669900	Capital Projects	350.00
	Grand Total:	12,806.25

Project Account Summary

Project Account Key	Payment Amount
None	10,722.50
PROFESSIONAL SERVICE 00-00-02	2,083.75
Grand Total:	12,806.25