

**NOTICE OF REGULAR CITY COUNCIL MEETING
CITY OF TOMBALL, TEXAS**



MONDAY, MAY 4, 2020

6:00 P.M.

Notice is hereby given of a meeting of the Tomball City Council, to be held on Monday, May 4, 2020 at 6:00 P.M., City Hall, 401 Market Street, Tomball, Texas 77375, for the purpose of considering the following agenda items. All agenda items are subject to action. The Tomball City Council reserves the right to meet in a closed session for consultation with attorney on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

1.0 Call to Order

- 1.1 **IN ACCORDANCE WITH ORDER OF THE OFFICE OF THE GOVERNOR ISSUED MARCH 16, 2020, THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, WILL CONDUCT THE MEETING SCHEDULED FOR MAY 4, 2020, 6:00 P.M., AT 401 MARKET STREET, TOMBALL, TEXAS, 77375. IN ORDER TO ADVANCE THE PUBLIC HEALTH GOAL OF LIMITING FACE-TO-FACE MEETINGS (ALSO CALLED "SOCIAL DISTANCING") TO SLOW THE SPREAD OF THE CORONAVIRUS (COVID-19), THERE WILL BE LIMITED PUBLIC ACCESS TO THE LOCATION DESCRIBED ABOVE. THIS MEETING AGENDA AND THE AGENDA PACKET ARE POSTED ONLINE AT <https://tomballtx.gov/Archive.aspx?AMID=38>; A RECORDING OF THE MEETING WILL BE MADE AND WILL BE AVAILABLE TO THE PUBLIC IN ACCORDANCE WITH THE OPEN MEETINGS ACT UPON WRITTEN REQUEST.**

The public toll-free dial-in numbers to participate in the telephonic meeting are any one of the following (dial by your location): +1 312 626 6799 US (Chicago); +1 646 876 9923 US (New York); +1 301 715 8592 US; +1 346 248 7799 US (Houston); +1 408 638 0968 US (San Jose); +1 669 900 6833 US (San Jose); or +1 253 215 8782 US (Tahoma) - Meeting ID: 965 0001 1988. The

public will be permitted to offer public comments telephonically, as provided by the agenda and as permitted by the presiding officer during the meeting.

2.0 Invocation

3.0 Pledges to U.S. and Texas Flags

4.0 Public Comments and Receipt of Petitions *[At this time, anyone will be allowed to speak on any matter other than personnel matters or matters under litigation, for length of time not to exceed three minutes. No Council/Board discussion or action may take place on a matter until such matter has been placed on an agenda and posted in accordance with law.]*

5.0 Presentations:

- Proclamation – May 3-9, 2020 is “**Municipal Clerks Week**”
- Proclamation – May 3-9, 2020 is “**National Hurricane Preparedness Week - Tomball, Texas**”
- Proclamation – May 10-16, 2020 is “**Tomball Firefighter Appreciation Week**”
- Proclamation – May 15, 2020 is “**Peace Officers Memorial Day**” and May 10-16, 2020 is “**Tomball Police Week**”

6.0 Reports and Announcements

- June 27, 2020 – ***Beat the Heat*** at the Depot – a Swim Safe Forever Northwest Houston Chapter Event – Jenny Bennett and Steven Foehner
- Reports by City staff and members of council about items of community interest on which no action will be taken:
 - Beth Jones – Results of the **Tomball Annual Spring Clean-Up and Chipping Week**

7.0 Approve the Minutes of the April 20, 2020 Regular Tomball City Council Meeting

8.0 Old Business:

- 8.1 Adopt, on Second Reading, Ordinance No. 2020-08, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Code of Ordinances by amending section 50-116 (Supplemental regulations) by amending section 50-116(i)(8) “Temporary buildings shall be permitted for denominational schools and public school districts with the following conditions” and adding a new section 50-116(k) “Temporary buildings for schools”; providing for severability; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

9.0 New Business:

- 9.1 Authorize the City Manager to Execute an Agreement with Youth Soccer Club of Montgomery County, Inc. for the Maintenance and Operation of the Soccer Fields located at Broussard Community Park
- 9.2 Authorize City Staff to Enter into Negotiations with Centerpoint Energy for Fixed Pricing for Natural Gas Acquisitions for the City's North and South Gates

10.0 Adjournment

C E R T I F I C A T I O N

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall; City of Tomball, Texas, a place readily accessible to the general public at all times, on the 30th day of April 2020 by 5:00 p.m., and remained posted for at least 72 continuous hours proceeding the scheduled time of said meeting.

Doris Speer

Doris Speer
City Secretary, TRMC

This facility is wheelchair accessible and accessible parking spaces are available Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please feel free to contact the City Secretary's office at (281) 290-1002 or FAX (281) 351-6256 for further information.

AGENDAS MAY ALSO BE VIEWED ONLINE AT www.ci.tomball.tx.us.

Regular City Council

Agenda Item

Data Sheet

Meeting Date: May 4, 2020

Topic:

- Proclamation – May 3-9, 2020 is “**Municipal Clerks Week**”
- Proclamation – May 3-9, 2020 is “**National Hurricane Preparedness Week - Tomball, Texas**”
- Proclamation – May 10-16, 2020 is “**Tomball Firefighter Appreciation Week**”
- Proclamation – May 15, 2020 is “**Peace Officers Memorial Day**” and May 10-16, 2020 is “**Tomball Police Week**”

Background:

Origination:

Various

Recommendation:

N/A

Party(ies) responsible for placing this item on agenda:

Doris Speer, City Secretary

ACTION TAKEN

Approval	Readings Passed	Other
☐ Yes ☐ No	☐ 1 st ☐ 2 nd	

ATTACHMENTS:

Proclamation - “Municipal Clerks Week”

Proclamation - "National Hurricane Preparedness Week - Tomball, Texas"

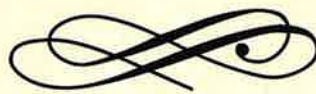
“Tomball Firefighter Appreciation Week”

Proclamation - “Peace Officers Memorial Day” and "Tomball Police Week"

Office of the Mayor
Tomball, Texas



Proclamation



WHEREAS, the Office of the **Municipal Clerk/City Secretary** is a time honored and vital part of local government existing throughout the world; and

WHEREAS, the Office of the **Municipal Clerk/City Secretary** is the oldest among public servants; and

WHEREAS, the Office of the **Municipal Clerk** provides the professional link between the citizens, the local governing bodies, and agencies of government at other levels; and

WHEREAS, **Municipal Clerks** have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; and

WHEREAS, the **Municipal Clerk** serves as the information center on functions of local government and community; and

WHEREAS, **Municipal Clerks** continually strive to improve the administration of the affairs of the Office of the **Municipal Clerk/City Secretary** through participation in education programs, seminars, workshops and annual meetings of their state, provincial, county and international professional organizations; and

WHEREAS, it is most appropriate that we recognize the accomplishments of the Office of the **Municipal Clerk**;

NOW, THEREFORE, I, GRETCHEN FAGAN, Mayor of the City of Tomball, Texas, on behalf of the Tomball City Council, do recognize the week of May 3 through May 9, 2020, as the:

“51st ANNUAL MUNICIPAL CLERKS WEEK”

and further extend appreciation to our **Municipal Clerk/City Secretary, Assistant City Secretary,** and to all **Municipal Clerks** for the vital services they perform and their exemplary dedication to the communities they represent.



In witness whereof I have hereunto set my hand and caused this seal to be affixed.

Gretchen Fagan

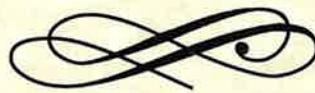
Attest: *Devin Spivey*

Date: *April 29, 2020*

Office of the Mayor
Tomball, Texas



Proclamation



WHEREAS, Texas' hurricane season officially begins June 1 and ends November 30, and history teaches that a lack of hurricane awareness and preparation are common threads in all major hurricane disasters, but knowing our vulnerabilities and the actions we should take can diminish the effects of a hurricane disaster; and

WHEREAS, the 624-mile Texas Gulf coastline and parts of Texas hundreds of miles inland—our area in particular—are vulnerable to the devastation of hurricanes or tropical storms through heavy rainfall, inland flooding, high winds, tornadoes, and storm surges; and

WHEREAS, both public and private entities should develop emergency response and recovery plans in accordance with local jurisdictions and local emergency management offices, and

WHEREAS, the *National Oceanic and Atmospheric Administration* and the *Texas Division of Emergency Management* have designated a week in May as *National Hurricane Preparedness Week*; and

WHEREAS, the NOAA, the National Weather Service, the Texas Division of Emergency Management, and the leaders of the City of Tomball strongly advise all residents and visitors to this area to be aware of the potential dangers of these storms; and

WHEREAS, the best defense is preparedness and education regarding the dangers of high winds, storm surge, flooding and tornadoes that may occur for hundreds of miles in conjunction with a hurricane or tropical storm;

NOW, THEREFORE, I, GRETCHEN FAGAN, Mayor of the City of Tomball, on behalf of the City Council, do hereby proclaim the week of **May 3 through May 9, 2020** as:

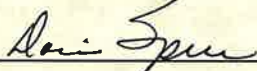
“NATIONAL HURRICANE PREPAREDNESS WEEK—TOMBALL, TEXAS”

and urge all citizens of the City of Tomball and the surrounding community to participate in hurricane preparedness activities, and to pay close attention to watch and warning instructions.



In witness whereof I have hereunto set my hand and caused this seal to be affixed.



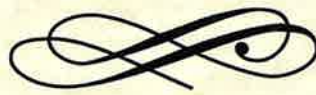
Attest: 

Date: May 4, 2020

Office of the Mayor
Tomball, Texas



Proclamation



- WHEREAS,** the **Tomball Fire Department** has protected the City of Tomball and the surrounding community since its inception in 1934; and
- WHEREAS,** the **City of Tomball** recognizes, honors and promotes the value of the contributions of the members of the **Tomball Fire Department**, who place themselves in harm's way to ensure that persons and property are protected; and
- WHEREAS,** the **Tomball Fire Department** has grown to 28 full-time line positions, 5 full-time administrative/prevention staff members, 12 part-time line positions, 20 volunteer firefighters, and 10 vehicles/apparatus operating from three stations, providing fire and rescue services for the protection of life, property and the environment in and around Tomball 24 hours a day, seven days a week; and
- WHEREAS,** the **City of Tomball** and the **Tomball Fire Department** personnel have worked together to provide for the rapid deployment of firefighters and equipment, improved water supply and distribution systems, improved communication systems, and significant firefighter training—resulting in Tomball's earning an ISO rating of 1, the best rating for any fire department—volunteer or career—in the nation, benefitting our residents through the lowest possible insurance rates on property coverage; and
- WHEREAS,** **Tomball Fire Department** personnel also care for the community by teaching first-aid classes, assisting in preparing for and recovery from natural and man-made disasters, providing safe holiday fireworks displays; providing public education, providing Community Emergency Response Team (CERT) training and providing support for local families during the Christmas and Thanksgiving holiday seasons; and
- WHEREAS,** the members of the **Tomball Fire Department** are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education and constantly train to respond to any possible occurrence;

NOW, THEREFORE, I, GRETCHEN FAGAN, Mayor of the City of Tomball, Texas, on behalf of the Tomball City Council and all citizens hereof, do hereby proclaim **the week of May 10 through May 16, 2020** as:

"TOMBALL FIREFIGHTER APPRECIATION WEEK"



In witness whereof I have hereunto set my hand and caused this seal to be affixed.

Attest: _____

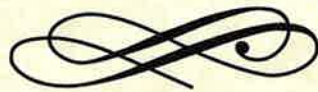
Date: _____

May 4, 2020

Office of the Mayor
Tomball, Texas



Proclamation



- WHEREAS,** in every American community, law enforcement officers commit themselves to the preservation of life and property, risking their lives to protect us from all who would mock the law, providing protection, law and order and serving the cause of justice; and
- WHEREAS,** law enforcement officers, including members of the **Tomball Police Department**, accept a profound responsibility and work to uphold our laws, safeguard our rights and freedoms, and serve on the front lines in the fight against crime and terrorism; and
- WHEREAS,** we honor the heroism of all our law enforcement officers, especially those who have given their lives so that others might live, asking God's blessing for the families and friends they left behind; and
- WHEREAS,** by Joint Resolution approved October 1, 1962, as amended, Congress authorized and President Kennedy proclaimed May 15th of each year "**Peace Officers Memorial Day**" in honor of the Federal, State and municipal officers who have been killed or disabled in the line of duty, further designating the calendar week in which May 15 falls "**Police Week**," and has directed that flags be flown at half-staff on "**Peace Officers Memorial Day**", under Public Law 103-322, as amended, and
- WHEREAS,** across the nation, **Police Week** is observed with ceremonies, including the hanging of a blue bow or ribbon to honor law enforcements officers who have sacrificed their lives in the line of duty and to honor those who still strive to keep us safe; and
- WHEREAS,** I encourage all citizens to express their deep appreciation to the men and women who risk their lives to guard and protect us;

NOW, THEREFORE, I, GRETCHEN FAGAN, Mayor of the City of Tomball, do hereby proclaim **Friday, May 15, 2020** as:

"PEACE OFFICERS MEMORIAL DAY"

and **May 10-16, 2020** as:

"TOMBALL POLICE WEEK"

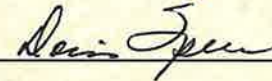
and encourage the citizens of Tomball and those with us today to join us as we celebrate

"A LEGACY OF HONOR"



In witness whereof I have hereunto set my hand and caused this seal to be affixed.



Attest: 

Date: April 27, 2020

Regular City Council
Agenda Item
Data Sheet

Meeting Date: May 4, 2020

Topic:

- June 27, 2020 – ***Beat the Heat*** at the Depot – a Swim Safe Forever Northwest Houston Chapter Event – Jenny Bennett and Steven Foehner
- Reports by City staff and members of council about items of community interest on which no action will be taken:
 - Beth Jones – Results of the **Tomball Annual Spring Clean-Up and Chipping Week**

Background:

Origination:

Recommendation:

Party(ies) responsible for placing this item on agenda:

ACTION TAKEN		
Approval ☐ Yes ☐ No	Readings Passed ☐ 1 st ☐ 2 nd	Other

ATTACHMENTS:

Beat the Heat at the Depot



Swim Safe Forever- Northwest Houston

Beat the Heat!

Our Mission

- Swim Safe Forever, INC. Northwest Greater Houston Chapter, a 501 (c) (3), will strive to prevent childhood drownings through education and survival swim lesson scholarships.
- Self-rescue survival-based swim lessons teach children life saving measures if they were to make it to a body of water without the proper supervision.
- Education through pamphlets and posters will teach and encourage parents to use “layers of protection” to protect their child from drowning. Swim Safe Forever, INC is a founding member of the multi-organizational national education effort called Parents Preventing Childhood Drowning.

Our History

- July 2016, Jenny Bennett, an emergency room nurse at HCA Tomball, lost her son in a drowning accident. During a brief period in which the whereabouts of her 18-month-old son, Jackson, were misunderstood, he found his way outside. While the family thought he was safe upstairs playing with his older sisters, he was found floating face down in their backyard pool. Jenny started CPR and Jackson was taken by Cypress Creek EMS to HCA Tomball. At Tomball, Jackson was stabilized and then flown to Children's Memorial Hermann by PHI. Jackson was declared brain dead after 4 days. On the 7th day, he gave the gift of life to 4 individuals by donating his heart, liver and kidneys.
- She has joined forces with the established Swim Safe Forever, Inc. to create a local chapter to provide scholarships and availability of survival swim lessons in this area, as well as bringing awareness and drowning prevention education.



Elizabeth Foehner



"I believe we can never educate enough about child safety. I have witnessed first hand the tragedy of childhood drowning and have joined in this mission to bring awareness through education and advocacy."



Jenny Bennett



"Loosing my toddler son to drowning has been the hardest thing I have ever gone through; I want to help prevent other parent from making the same mistakes we did so they do not have to suffer this tragedy."



Christy Gilbreathe



"Nearly 20 years ago, I lost my 2 year-old daughter to drowning in our backyard pool. Childhood drowning statistics have not changed in decades; I want to be apart of a movement that will help prevent this from happening to other children."



Adam Bennett



"For Jackson"

About Us

- Northwest Houston Chapter Board of Directors



A leading cause of death for infants due to bathtub drownings



#1 cause of unintentional injury related death in children aged 1-4 nationally

These drownings are most likely to occur in residential pools



#3 cause of unintentional injury related death in children aged 5-19 nationally

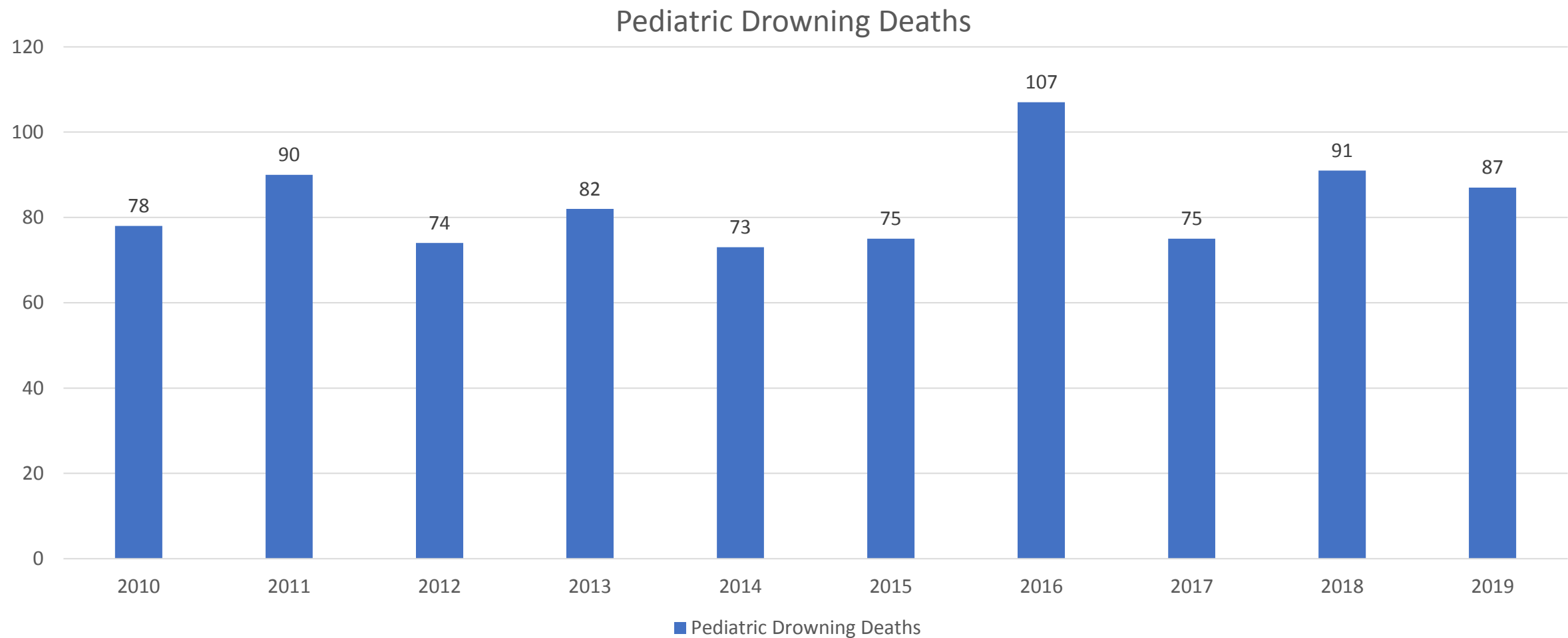
Most likely to occur on a natural body of water



In the state of Texas, drowning is the 2nd leading cause of death in children OVERALL

Drowning is a leading cause of injury related death in children

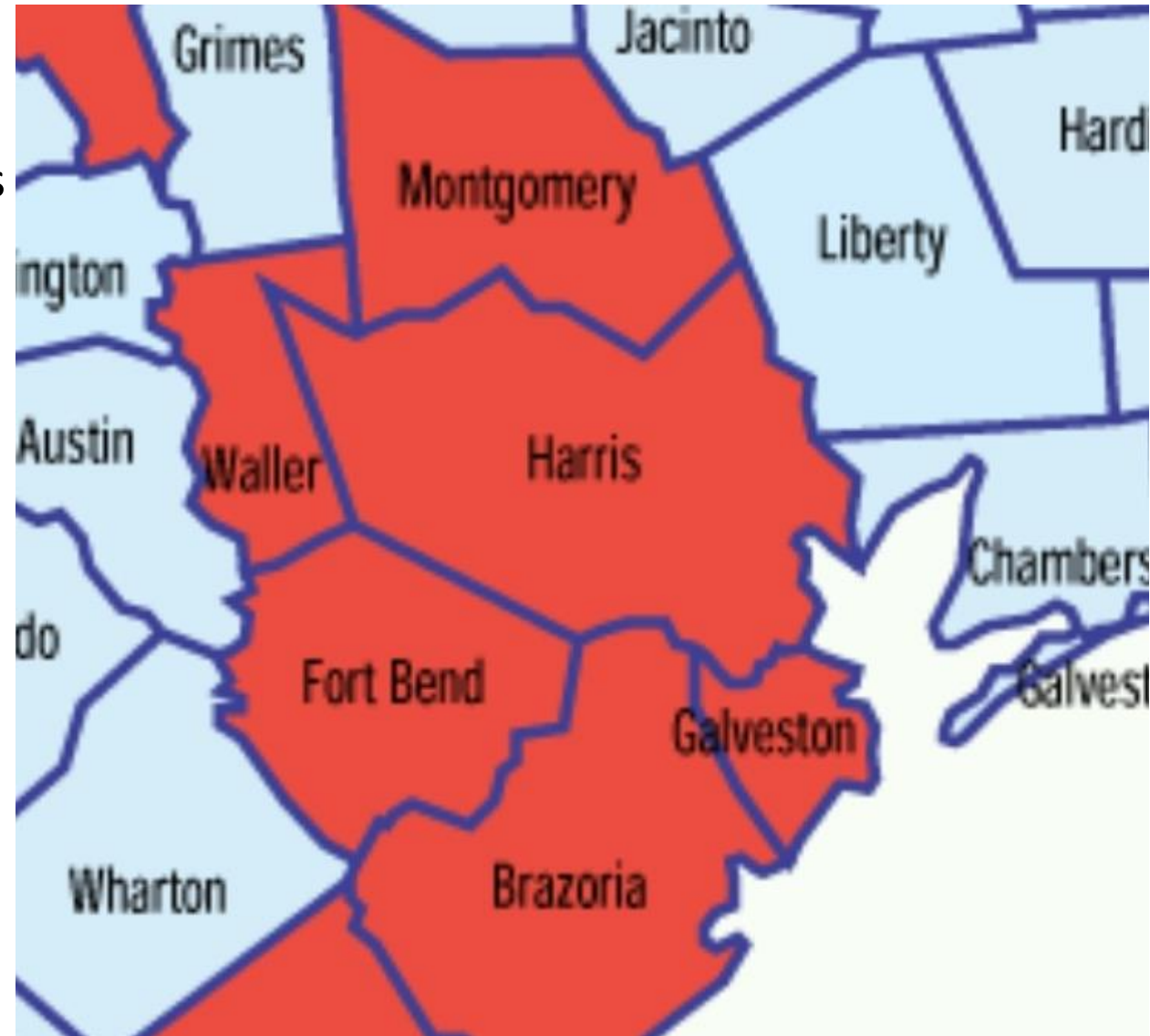
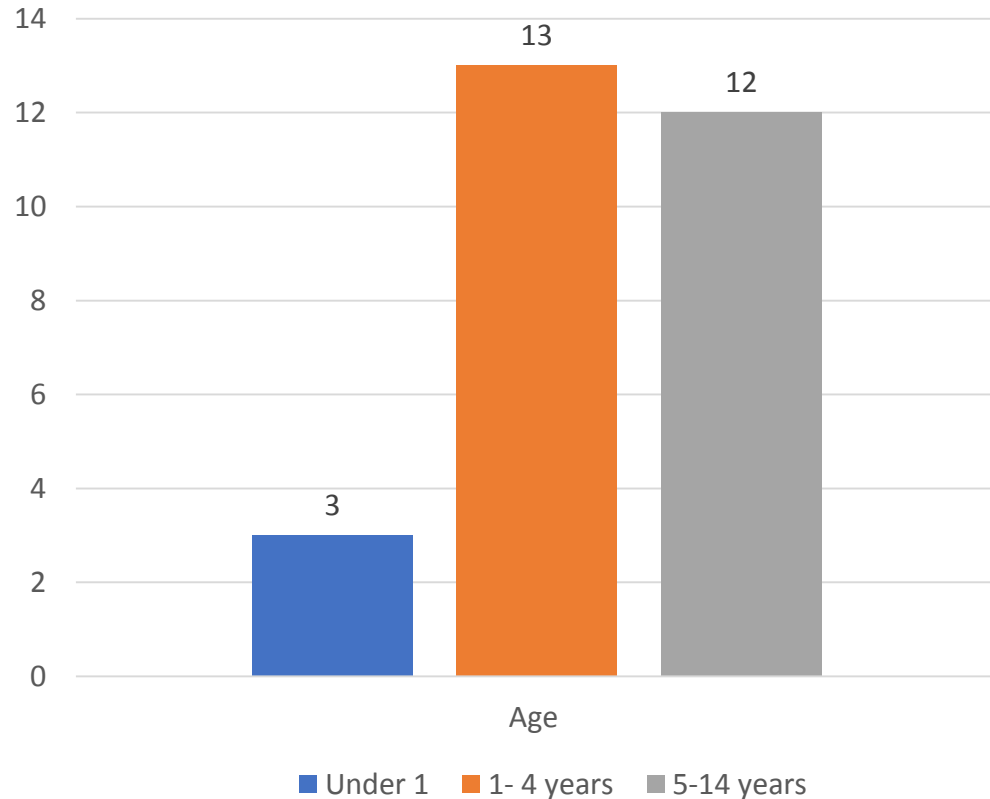
Texas Childhood Drownings



***Statistics from the Texas Department of Family and Protective Services**

Prevalence

- 2019- 87 Children Fatally Drowned
- 28 children in Harris and surrounding counties
 - **Harris County- 18**
 - Fort Bend- 4
 - Montgomery- 2
 - Waller- 1
 - Brazoria- 2
 - Galveston- 3



“Beat the Heat” Community Educational Event

- Parents are always looking for something fun and free to entertain their children on the weekend. Since summers here in Texas are hot, we are inviting families to come and “beat the heat”. This event will entice families to the amazing Tomball Depot for an afternoon of fun, but they will learn in the process.
- Swim Safe Forever is excited to bring a community wide event to Tomball to bring awareness and education to this cause. Our mission is to educate on drowning prevention; this event will assist us to do so on a larger scale than we have been previously able to do.
- “Beat The Heat” has been scheduled at the Tomball Depot for June 27th, 2020. HCA Houston Healthcare will assist in sponsorships of the event by providing hot dogs from James's Coney Island and snow cones from Kona Ice.
- Our education at Swim Safe Forever focuses on “layers of protection”. This includes: 1. Constant Supervision around water, 2. Designating Water Watchers, 3. Pool Fences and other barriers, 4. Alarms, 5. Learning CPR, 6. Survival Swimming Lessons and 7. Life Jackets on Open water.
- The Tomball Fire Department and Northwest EMS have committed to the event to provide CPR demonstrations and a little water fun.
- We have reached out to various other businesses that are involved in the pool and safety industry (i.e. pool fence companies, pool supply stores, swimming lesson instructors/companies) to attend and provide education/information.



SWIM SAFE FOREVER
NORTHWEST HOUSTON 501(C)3
INVITES YOU TO

BEAT THE HEAT!

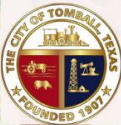
A free community event to bring awareness and education to water safety and drowning prevention

JUNE 27 • SATURDAY • 1- 4 PM
TOMBALL DEPOT

Be among the first 500 people to receive free snow cones,
hot dogs, bounce house, face painting and more!
Exciting items will be raffled for donation!

Bring your water guns for Tomball's largest water fight, even the
Tomball Fire Department will play along and spray the kids!

Learn more about water safety from: Swim Safe Forever,
the US Army Corps of America, Swimming Lesson Instructors, Pool
Fence and Safety vendors, CPR demonstrations, and more!



Flyer will be distributed electronically to school districts, distributed to local doctor's offices, businesses and advertised on social media.





Thank you!

Together we can change this

Regular City Council
Agenda Item
Data Sheet

Meeting Date: May 4, 2020

Topic:
Approve the Minutes of the April 20, 2020 Regular Tomball City Council Meeting

Background:

Origination:
City Secretary

Recommendation:
Approve

Party(ies) responsible for placing this item on agenda:
City Secretary

ACTION TAKEN		
Approval ☐ Yes ☐ No	Readings Passed ☐ 1 st ☐ 2 nd	Other

ATTACHMENTS:

Draft Minutes of the April 20, 2020 Regular Tomball City Council Meeting

MINUTES OF REGULAR CITY COUNCIL MEETING CITY OF TOMBALL, TEXAS



**MONDAY, APRIL 20, 2020
6:00 P.M.**

The City Council of the City of Tomball, Texas, conducted the meeting scheduled for April 20, 2020, 6:00 p.m., at 401 Market Street, Tomball, Texas, 77375, via video/telephone conference.

- 1.0 Mayor Fagan (in person) called the meeting to order at 6:00 p.m., having established a quorum. Mayor Fagan read a statement regarding the process for the conduct of the meeting via Zoom and telephone. Members present:

Councilman Ford (in person)
Councilman Stoll (via video)
Councilman Degges (via video)
Councilman Townsend (in person)
Councilman Klein Quinn (via video)

Others present:

City Manager – Robert Hauck (in person)
Assistant City Manager – David Esquivel (via video)
City Secretary – Doris Speer (in person)
City Attorney – Justin Pruitt (via video)
Paralegal – Layla Walker (via video)
Fire Chief – Randy Parr (via video)
Marketing Director – Mike Baxter (via video)
Finance Director – Glenn Windsor (via video)
Director of Public Works – Beth Jones (via video)
Director of Community Development – Craig Meyers (via video)
Assistant City Secretary – Tracy Garcia (via video)
Pastor Bill Haygood, TUMC (via video)
Police Officer-Investigations – Cleo Thomas (in person)

- 2.0 The invocation was led by Pastor Bill Haygood – Tomball United Methodist Church
- 3.0 Pledges to U. S. and Texas Flags were led by Randy Parr.
- 4.0 No public comments were received.

5.0 Reports and Announcements:

- No reports were presented by City staff and members of Council.

6.0 Motion was made by Councilman Klein Quinn, second by Councilman Townsend, to approve the Minutes of the April 6, 2020 Regular Tomball City Council Meeting.

Motion carried unanimously.

7.0 New Business:

7.1 Consideration to Approve **Zoning Case P20-056**: Request by the City of Tomball to amend Section 50-116 (Supplemental regulations) of the Tomball Code of Ordinances by allowing schools to utilize temporary buildings.

- Mayor Fagan opened the Public Hearing of the City Council of the City of Tomball to consider **Zoning Case P20-056** at 6:07 p.m.

Receiving no public comments, Mayor Fagan closed the Public Hearing at 6:08 p.m.

- Motion was made by Councilman Townsend, second by Councilman Stoll, to read Ordinance No. 2020-08 by caption only on First Reading.

Motion carried unanimously.

Motion was made by Councilman Townsend, second by Councilman Ford, to adopt, on First Reading, Ordinance No. 2020-08, an Ordinance of the City of Tomball, Texas, Amending Chapter 50 (Zoning) of the Code of Ordinances by Amending Section 50-116 (Supplemental Regulations) by Removing Section 50-116(i)(8) “Temporary buildings shall be permitted for denominational schools and public school districts with the following conditions” and Adding a New Section 50-116(k) “Temporary buildings for schools”; Providing for Severability; Providing for a Penalty of an Amount Not to Exceed \$2,000 for Each Day of Violation of Any Provision Hereof, Making Findings of Fact; and Providing for Other Related Matters. Vote was as follows:

Councilman Ford	<u>Aye</u>
Councilman Stoll	<u>Aye</u>
Councilman Degges	<u>Aye</u>
Councilman Townsend	<u>Aye</u>
Councilman Klein Quinn	<u>Aye</u>

Motion carried unanimously.

- 7.2 Motion was made by Councilman Townsend, second by Councilman Stoll, to award 1GPA Contract Number 19-03DP, for the Buildout of the Restrooms at Wayne Stovall Sports Complex, to B & C Constructors, L.P., in the Amount of \$59,182.44.

Motion carried unanimously.

- 7.3 Motion was made by Councilman Klein Quinn, second by Councilman Townsend, to award Contract for E&P Project 2020-10018 Pine Street Water Well Rehabilitation to C-C Water Services, LLC in the Amount of \$129,890.00.

Motion carried unanimously.

- 7.4 Motion was made by Councilman Stoll, second by Councilman Townsend, to approve Resolution No. 2020-12, a Resolution of the City of Tomball, Texas, Amending Approve Resolution No. 2020-12, a Resolution of the City of Tomball, Texas, Amending the Garbage and Trash Collection/Disposal Service Rates in the Master Fee Schedule for Fiscal Year 2019-2020.

Motion carried unanimously.

- 8.0 Motion was made by Councilman Townsend, second by Councilman Klein Quinn, to adjourn.

Motion carried unanimously.

Meeting adjourned at 6:20 p.m.

PASSED AND APPROVED this the 4th day of May 2020.

Doris Speer, TRMC, MMC
City Secretary

Gretchen Fagan
Mayor

Regular City Council

Agenda Item

Data Sheet

Meeting Date: May 4, 2020

Topic:

Adopt, on Second Reading, Ordinance No. 2020-08, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Code of Ordinances by amending section 50-116 (Supplemental regulations) by amending section 50-116(i)(8) "Temporary buildings shall be permitted for denominational schools and public school districts with the following conditions" and adding a new section 50-116(k) "Temporary buildings for schools"; providing for severability; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

Background:

On Monday, April 13, 2020, after conducting a public hearing, the Planning & Zoning Commission unanimously recommended approval of the text amendment with the added revision of capping the two year extensions that City Council may approve at three.

Origination:

City of Tomball

Recommendation:

Approval

Party(ies) responsible for placing this item on agenda:

Craig T. Meyers, Community Development Director

ACTION TAKEN

Approval ☐ Yes ☐ No	Readings Passed ☐ 1 st ☐ 2 nd	Other
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ATTACHMENTS:

Ordinance No. 2020-08

Staff Report

Notice of Public Hearing

ORDINANCE NO. 2020-08

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, AMENDING CHAPTER 50 (ZONING) OF THE CODE OF ORDINANCES BY AMENDING SECTION 50-116 (SUPPLEMENTAL REGULATIONS) BY REMOVING SECTION 50-116(I)(8) “TEMPORARY BUILDINGS SHALL BE PERMITTED FOR DENOMINATIONAL SCHOOLS AND PUBLIC SCHOOL DISTRICTS WITH THE FOLLOWING CONDITIONS” AND ADDING A NEW SECTION 50-116(K) “TEMPORARY BUILDINGS FOR SCHOOLS”; PROVIDING FOR SEVERABILITY; PROVIDING FOR A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF, MAKING FINDINGS OF FACT; AND PROVIDING FOR OTHER RELATED MATTERS.

* * * * *

WHEREAS, the City of Tomball has requested that Chapter 50 (Zoning) of the Code of Ordinances be amended;

WHEREAS, the Planning & Zoning Commission and the City Council of the City of Tomball, Texas, have published notice and conducted public hearings regarding the request to amend Chapter 50 (Zoning) of the Code of Ordinances;

WHEREAS, all persons desiring to comment on the proposal were given a full and complete opportunity to be heard; and

Whereas, the Planning & Zoning Commission recommended in its final report that City Council **approve** amendments to Chapter 50 (Zoning) of the Code of Ordinances; and

Whereas, the City Council deems it appropriate to grant the amendment to Chapter 50 (Zoning) of the Code of Ordinances.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, THAT:

Section 1. The facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct.

Section 2. Section 50-116 (Supplemental regulations) of the Code of Ordinances is hereby amended by the following:

- (i) *Model home (including sales office).* Model homes with or without a sales office shall be permitted in accordance with [section 50-82](#), use regulations when incidental to a residential development. Model homes shall be located and developed in compliance with the following standards:

(1) The model home shall be located within the boundaries of the subdivision or tract of land where the real property to be sold or leased is situated.

(2) Parking shall be permitted on the lot in which the model home is located or on an adjacent lot.

(3) The model home shall be designed as a permanent structure and shall comply with the provisions of this chapter, all applicable building codes of the city, and state law.

(4) All exterior lighting shall be limited to typical household exterior lighting. The use of commercial grade ground mounted floodlights and search lights are prohibited.

(5) The model home shall cease operation within 30 days after the sale of the last dwelling unit in the development, at which time the model home shall be vacated and a building permit issued to return the model home to its intended residential use only.

(6) There shall be no permanent use of temporary buildings or temporary structures.

(7) Temporary signage and flagpoles advertising the sale of property within the residential development shall not be prohibited provided they comply with the sign ordinance, are permitted, and are maintained at least ten feet away from all lot lines.

~~(8) Temporary buildings shall be permitted for denominational schools and public school districts with the following conditions:~~

~~a. Denominational schools and public school districts may have temporary buildings for a time period not to exceed two years for each temporary building.~~

~~b. Denominational schools and the public school district shall not place a temporary building on any property before receiving approval by city council. Prior to city council review, each building must be inspected by an independent building inspector. The cost of the inspection shall be borne by the applicant.~~

~~c. City council may approve by resolution two year extensions for each temporary building. Prior to issuance of any extension, each building must be inspected by an independent building inspector. The cost of the inspection shall be borne by the applicant.~~

~~d. The use of the temporary buildings must be to further the core mission of the denominational school or public school district.~~

~~e. A temporary building may only be placed on an active school campus where students are in attendance.~~

~~f. Each temporary building must be located on property owned by the denominational school or public school district.~~

~~g. A temporary building shall be screened by landscaping, as approved by the city manager or his designee.~~

(k) *Temporary buildings for schools.*

(1) Temporary buildings shall be permitted for schools with the following conditions:

a. Schools may have temporary buildings for a time period not to exceed two years for each temporary building.

b. Schools shall not place a temporary building on any property before receiving approval by City Council. Prior to City Council review, each building must be inspected by an independent building inspector. The cost of the inspection shall be borne by the applicant.

c. City Council may approve by resolution two year extensions for each temporary building. Prior to issuance of any extension, each building must be inspected by an independent building inspector. The cost of the inspection shall be borne by the applicant.

d. The use of the temporary buildings must be to further the core mission of the school.

e. A temporary building may only be placed on an active school campus where students are in attendance.

f. Each temporary building must be located on property owned by the school.

g. A temporary building shall be screened by landscaping, as approved by the City Manager or his designee.

Section 3. Chapter 50 (Zoning) of the Code of Ordinances shall be revised and amended as indicated above.

Section 4. This Ordinance shall in no manner amend, change, supplement, or revise any other provision of Chapter 50 (Zoning) of the Code of Ordinances except as indicated above.

Section 5. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of Tomball, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 6. Any person who shall violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction, shall be fined in an amount not to exceed \$2,000. Each day of violation shall constitute a separate offense.

FIRST READING:

READ, PASSED, AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 20th DAY OF APRIL 2020.

COUNCILMAN FORD	<u>AYE</u>
COUNCILMAN STOLL	<u>AYE</u>
COUNCILMAN DEGGES	<u>AYE</u>
COUNCILMAN TOWNSEND	<u>AYE</u>
COUNCILMAN QUINN	<u>AYE</u>

SECOND READING:

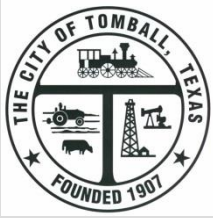
READ, PASSED, AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 4TH DAY OF MAY 2020.

COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DEGGES	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN QUINN	_____

Gretchen Fagan, Mayor

ATTEST:

Doris Speer, City Secretary



Text Amendment Staff Report

Planning and Zoning Commission Hearing Date: April 13, 2020

City Council Public Hearing Date: April 20, 2020

Zoning Case P20-056: Request by the City of Tomball to amend Section 50-116 (Supplemental regulations) of the Tomball Code of Ordinances by allowing schools to utilize temporary buildings.

BACKGROUND

Currently, denominational schools and public school districts can use temporary buildings, with the approval of a resolution from City Council. City Staff recently received a request by a non-denominational school to utilize temporary buildings for the expansion of their facility.

PROPOSED AMENDMENT

Section 50-116. Supplemental regulations.

(k) Temporary buildings for schools.

- (1) Temporary buildings shall be permitted for ~~denominational~~ schools ~~and public-school-districts~~ with the following conditions:
 - a. ~~Denominational~~ Schools ~~and public-school-districts~~ may have temporary buildings for a time period not to exceed two years for each temporary building.
 - b. ~~Denominational~~ Schools ~~and the public-school-district~~ shall not place a temporary building on any property before receiving approval by city council. Prior to city council review, each building must be inspected by an independent building inspector. The cost of the inspection shall be borne by the applicant.
 - c. City Council may approve by resolution two year extensions for each temporary building. Prior to issuance of any extension, each building must be inspected by an independent building inspector. The cost of the inspection shall be borne by the applicant.
 - d. The use of the temporary buildings must be to further the core mission of the ~~denominational~~ school ~~or public-school-district~~.
 - e. A temporary building may only be placed on an active school campus where students are in attendance.
 - f. Each temporary building must be located on property owned by the ~~denominational~~ school ~~or public-school-district~~.

g. A temporary building shall be screened by landscaping, as approved by the city manager or his designee.

PUBLIC COMMENT

A public hearing notice was published in the Potpourri on April 1, 2020. Any public comment forms received by City Staff will be presenting in the agenda packets or during the scheduled meeting.

**NOTICE OF PUBLIC HEARING
CITY OF TOMBALL
PLANNING & ZONING COMMISSION (P&Z)
APRIL 13, 2020
&
CITY COUNCIL
APRIL 20, 2020**



Notice is Hereby Given that a Public Hearing will be held by the P&Z of the City of Tomball on **Monday, April 13, 2020, at 6:00 P.M.**, and by the City Council of the City of Tomball on **Monday, April 20, 2020, at 6:00 P.M.** at City Hall, 401 Market Street, Tomball Texas. On such dates, the P&Z and City Council will consider the following:

Zoning Case P20-056: Request by the City of Tomball to amend Section 50-116 (Supplemental regulations) of the Tomball Code of Ordinances by allowing schools to utilize temporary buildings.

At the public hearings, parties of interest and citizens will have the opportunity to be heard. All citizens of the City of Tomball, and any other interested parties, are invited to attend. Applications are available for public inspection Monday through Friday, except holidays, at the Public Works Building, located at 501 James Street, Tomball, TX 77375. Further information may be obtained by contacting the City Planner, Amelia Lindley, at (281) 290-1410 or at alindley@tomballtx.gov.

C E R T I F I C A T I O N

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall; City of Tomball, Texas, a place readily accessible to the general public at all times, on the **9th** day of **April, 2020** by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Amelia Lindley

Amelia Lindley
City Planner

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please feel free to contact the City Secretary's office at (281) 290-1002 or FAX (281) 351-6256 for further information. AGENDAS MAY ALSO BE VIEWED ONLINE AT www.tomballtx.gov.

Regular City Council

Agenda Item

Data Sheet

Meeting Date: May 4, 2020

Topic:

Authorize the City Manager to Execute an Agreement with Youth Soccer Club of Montgomery County, Inc. for the Maintenance and Operation of the Soccer Fields located at Broussard Community Park

Background:

Youth Soccer Club of Montgomery County, Inc. is an organized sports program that provides youth soccer programs for Harris and Montgomery County. Staff has worked with the organization to develop a five (5) year agreement for the maintenance and operation of the soccer fields located at Broussard Community Park that will auto renew unless terminated by either party.

Pursuant to the agreement, the organization will be responsible to provide all equipment necessary for operation and necessary maintenance of the fields to ensure they are kept in good, operating condition and will provide the lighting necessary for operation.

The original agreement has been received notarized, and will be executed by the City Manager upon Council approval.

Origination:

Public Works Department

Recommendation:

Staff recommends authorizing the City Manager to execute an agreement with Youth Soccer Club of Montgomery County, Inc. for the maintenance and operations of soccer fields at Broussard Community Park.

Party(ies) responsible for placing this item on agenda:

Beth Jones, Public Works Department

ACTION TAKEN

Approval ☐ Yes ☐ No	Readings Passed ☐ 1 st ☐ 2 nd	Other
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ATTACHMENTS:

Facility Use Agreement – Youth Soccer Club of Montgomery County, Inc.

YOUTH SOCCER FACILITY USE AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This YOUTH SOCCER FACILITY USE AGREEMENT (the "Agreement") is effective the ____ day of _____, 2020 (the "Effective Date"), by and between YOUTH SOCCER CLUB OF MONTGOMERY COUNTY INC., a Texas non-profit corporation (hereinafter referred to as the "Club"), and CITY OF TOMBALL (hereinafter referred to as the "City").

RECITALS

WHEREAS, the Club is a 501(c)(3) nonprofit corporation formed to provide youth soccer programs for the Montgomery and Harris County areas; and

WHEREAS, City of Tomball (the "City") has constructed and developed park and recreation facilities; and

WHEREAS, the City is the owner of, Broussard Park at 1414 E. Hufsmith Road, Tomball. The Property is a park and recreation facility serving the residents of the city of Tomball and the surrounding areas; and

WHEREAS, the City and the Club desire to work together to operate and maintain the Property as a youth soccer facility to include soccer fields and related improvements dedicated to the formation and operation of a youth recreational soccer training program by the Club.

NOW THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and conditions hereinafter set forth, the CITY and the Club agree as follows:

I. **Scope and Cost.**

- a. **Scope.** The CITY shall make available one (1) 65 YDS X 110 YDS, one (1) 45 YDS X 70 YDS, and two (2) 35 YDS X 50 YDS natural turf soccer fields, designated parking places and related appurtenances (the "Fields") constructed on the Property as depicted in **Exhibit A**, attached hereto and incorporated herein by reference for all purposes. Such scope shall include all things appurtenant to the functionality of such Fields including, but not limited to, restroom facilities, storage space in the barn, irrigation, and drainage. The scope also incorporates separate metering of water and electricity to serve the Fields.

The City is delivering to the Club the aforementioned facilities complete and finished with irrigation and natural turf soccer fields, and the Club agrees to

maintain the facilities in same or better, but not less, than the quality at the delivery date of this agreement.

The Club acknowledges that it has experience with the operation and maintenance of soccer fields and has, in the past, utilized soccer fields similar to those herein contemplated. Accordingly, from time to time and, upon request of the City, the Club shall, at no cost to the City, provide technical support. Notwithstanding the foregoing, the City acknowledges that the employees of the Club are not architects, engineers, geologists, construction contractors, agronomists, or turf specialists and, accordingly, are not expected to provide these specialized contracting services to the City and that any consulting services provided by the Club shall be limited to any prior experience or current knowledge related to the development, operation and maintenance of the Fields.

- b. Cost of Construction. The City shall be solely responsible for all costs related to the initial design and construction of the Fields. The Club acknowledges that the City has performed same.

- II. Youth Soccer Program. After the City's staff has certified in writing the completion of construction of the Fields, the Club may utilize the Fields for the development and operation of a recreational programs (the "Program") in an effort to foster a supportive, challenging and fun environment for residents of Tomball and the surrounding areas.

- a. Community Outreach. Prior to the commencement of each Program season and at other times as necessary to promote participation, the Club may distribute promotional materials to the City and its various residents and retail/commercial establishments within the area for the purposes of recruiting and providing information to potential Program participants. Such materials shall provide information regarding Program activities and schedules, enrollment requirements, registration dates and procedures, and registration and participation fees. Similar promotional materials may also be distributed notifying Tomball residents of planned clinics or camps held by the Club. The City assumes no responsibility for making these communications and assumes no responsibility for the accuracy of the information.
- b. Field Use. The Club shall have exclusive access to the Fields on the dates and times set forth on the chart attached hereto as Exhibit B, (referred to herein as the "**Club's Use Times**") for conducting official practices, games, clinics, camps, events and tournaments conducted by or sponsored by the Club. During the Club's Use Times organized soccer programming by any other entity or individual is expressly prohibited in conjunction with the Fields. Prior to the commencement of each Program season, the Club shall provide the City with a schedule indicating the approximate days and times planned for practices,

games and events. The Club shall be allowed to install sponsors' temporary banners and signs for practices, games, and tournaments (All signage, both on premise or off premise must be approved by the City, without exception, prior to placement). Fields will be available to the general public at all other times. Notwithstanding the foregoing, the Club shall have the authority to close the Fields for use during the Club's Use Times upon the determination of inclement weather.

- c. Facility Use. During the Club's Use Times, the Club shall have shared access and use of any shade structures and pavilions, if any, located or constructed upon the Property for uses including uniform distribution, registration, and other special events as approved in writing by the City. The Club shall notify the City in writing at least ten (10) days in advance of any such use to confirm availability if desired use is not within the Club's Use Times.
- d. Field Maintenance. Upon the issuance of a Certificate of Completion of the Fields by the City's staff, the Club shall be solely responsible for maintaining the Fields in good condition and for all costs related thereto including, but not limited to, lighting, irrigation, aeration, re-sodding, mowing, lining and general up-keep of the Fields and any fixtures located thereon ("Maintenance"). The City and/or its designee may exercise its rights under its construction agreement to pursue the timely remedy of warranty issues and items to the benefit of the Fields. Field maintenance shall continue all year and not only during the "Soccer Season". There shall be no onsite burning of any kind.

The Club shall be responsible for the collection and disposal of any and all litter on the Property (including, but not limited to, concession areas, pavilions, parking areas, and shade structures) occurring as a result of the use of the Fields or other areas of the Property during Program activities by the Club and/or Program participants and their guests. The City will provide a dumpster at the Facility for use by the Club.

The operation of all lighting fixtures to serve the Fields shall be the responsibility of the Club. The Club hereby agrees that all lighting shall remain off between the hours of 10:00 p.m. and 6 a.m. each day.

The Club shall monitor and operate the irrigation schedule to minimize water loss and over-watering of the Fields in a manner consistent with prudent water conservation practices. At City cost, the irrigation system shall be equipped with sensors with the ability to prevent watering during or immediately after rain events.

- e. Right of Access and Repair. The City shall have the right of access to the Fields and any storage facilities (including keys to access to such facilities) at all reasonable times during the term of this Agreement for the purpose of inspecting the Fields. If such inspection reveals that the Fields or storage facilities are being improperly used, repaired or maintained, the City may give written notice to the Club to make any corrections determined to be necessary by the City pursuant to the City's inspection. If the Club does not make such corrections within thirty (30) days of such notice, the City may either perform such services or repairs as needed and charge such expenses therefore to the Club or the City may, at any time thereafter, terminate this Agreement. If the City chooses to make such repairs or corrections, and the Club fails to pay for such repairs or corrections, the City may terminate this Agreement and pursue payment of such repairs or corrections, including any court costs and attorney fees associated with such action.
- f. Rules and Regulations. The Club shall comply with any and all applicable rules and regulations promulgated by the City and any other rules, regulations, codes, ordinances or laws with jurisdiction over the Property and the Club, as applicable. In addition to any other rules which may be adopted by the City, the following rules shall apply:
- No scooters, skateboards, skates, or bikes are permitted.
 - Motorized vehicles shall not be permitted anywhere other than the designated parking facilities.
 - Do not deface property including sidewalks, buildings, and structures.
 - No sidewalk chalk.
 - The use of tobacco products, including smoking, is not permitted within the soccer field complex.
 - The possession of alcohol, drugs, and firearms will be punishable by law.
 - Shoes and shirts are required to be worn at all times.
 - Do not climb on structures or fences. Playgrounds are present within other areas of the park.
 - No selling of goods or soliciting without prior written permission.
 - Please do not kick balls against fences or structures.
 - No fighting or foul language.
- g. Security. The Club shall immediately report to the City's designated representative any security concerns or issues regarding the Fields or the Property that become apparent to the Club or are communicated to the Club by Program participants or any other individual.
- h. Program Representatives and Meetings. To further the commitment of the Club and the City to cooperate in the performance of the terms of this Agreement,

the City and the Club shall each designate and appoint a representative to serve as a liaison between the City and the Club. The initial representative for the City shall be the Director of Public Works for the City, and the initial representative for the Club shall be Don Gemmell, Technical Director of the Club. The representatives shall be available at all reasonable place and times during normal business hours to discuss and review the performance of the terms of this Agreement. The representatives of the Club and the City shall endeavor to meet at least two (2) times per year during normal business hours to discuss operation of the Program, condition of the Fields and any other matters deemed appropriate by either party.

- i. Records. The Club shall maintain records relative to the operation of the Program and shall provide annual reports to the City, upon written request, including information regarding the number and ages of participants in the Program, the residency of the Program participants, the unaudited annual revenue from the operation of the Program, in a form mutually agreed upon by the parties, and the amounts expended in operation and Maintenance of the Fields.
- j. Insurance. In addition to City's insurance covering the Property, the Club shall maintain commercial general liability insurance coverage in an amount not less than One Million Dollars (\$1,000,000.00). The City shall be named as an additional insured on such policy, and the insurance carrier shall provide the City with thirty (30) days written notice of any change, cancellation or termination of coverage. The Club shall provide the City current certificates evidencing such insurance coverage. The Club shall cause this insurance to be endorsed to waive all rights of subrogation in favor of Association.
- k. **INDEMNIFICATION AND HOLD HARMLESS.** TO THE FULLEST EXTENT PERMITTED BY LAW, THE CLUB OBLIGATES ITSELF TO FULLY AND UNCONDITIONALLY PROTECT, INDEMNIFY, DEFEND AND HOLD HARMLESS, DEVELOPER, ASSOCIATION, THEIR RESPECTIVE AGENTS, EMPLOYEES DIRECTORS AND OFFICERS FROM AND AGAINST ALL CLAIMS, COSTS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF ANY KIND AND CHARACTER INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS AND REASONABLE ATTORNEYS' FEES ON ACCOUNT OF INJURIES, INCLUDING DEATH, OR DAMAGES TO ANY PERSON OR PROPERTY IN ANY MANNER ARISING, DIRECTLY OR INDIRECTLY, OUT OF OR RELATING TO THE PERFORMANCE OF THIS AGREEMENT OR THE SOCCER PROGRAM OUTLINED HEREIN, THE USE OF THE PROPERTY BY THE CLUB OR ITS PROGRAM PARTICIPANTS AND GUESTS, REGARDLESS OF CAUSE OR OF THE SOLE, JOINT, COMPARATIVE OR CONCURRENT NEGLIGENCE OR GROSS NEGLIGENCE OF DEVELOPER, ASSOCIATION, THEIR RESPECTIVE AGENTS, EMPLOYEES DIRECTORS AND

OFFICERS. THIS INDEMNIFICATION AND HOLD HARMLESS SHALL APPLY TO ANY IMPUTED OR ACTUAL JOINT ENTERPRISE LIABILITY.

III. Miscellaneous.

a. Term and Termination. This Agreement shall have a term of five (5) years from the Effective Date of this Agreement unless terminated sooner by mutual agreement of both parties. In addition to any specific authority of the City may terminate this Agreement if any default or breach by the Club is not corrected within sixty (60) days after receiving any written notice from the City as required by Article III, Section b, below. Notwithstanding any other right of termination contained herein, either party may terminate this Agreement upon 30 days written notice.

b. Default, Remedies, No Implied Waiver. Any party to this Agreement that believes that the other party to this Agreement has defaulted in the performance of any condition, term, or obligation owed to that party under this Agreement shall, within ten (10) business days after discovery of said breach or default, provide written notice of the breach or default to the defaulting party, specifying in detail the provision or provisions of this Agreement that have allegedly been breached, and what specific action must be taken to cure or correct the default. Should the party receiving the notice fail to commence action to correct the default within thirty (30) days and thereafter fail to complete the correction of the default within sixty (60) days from the date of notice, the non-defaulting party may exercise any available remedies at law and in equity. Notwithstanding the foregoing, the parties hereto shall have all remedies provided at law and in equity with respect to this Agreement.

No waiver or waivers of any breach or default (or any breaches or defaults) by either party hereto of any term, covenant, condition, or liability hereunder, or the performance by either party of any duty or obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, under any circumstances.

c. Separate Status. None of the terms or provisions of this Agreement shall be construed to create a partnership between the Club and the City in their respective businesses or operations, nor shall they be construed as members of any joint enterprise.

d. Captions. The captions appearing at the first of each numbered section or paragraph in this Agreement are inserted and included solely for convenience and shall never be considered or given any effect in construing this Agreement, or any provision hereof, or in connection with the duties, obligations, or

liabilities of the respective parties hereto or in ascertaining intent, if any question of intent should arise.

- e. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original. Signatures to this Agreement may be executed and notarized on separate pages and, when attached to this Agreement, shall constitute (1) complete document.
- f. Approval or Consent. Whenever this Agreement requires or permits approval or consent to be hereafter given by either party, the parties agree that such approval or consent shall not be unreasonably withheld, conditioned or delayed. Such approval or consent by the parties may be evidenced by an order or resolution adopted by an authorized, designated representative of the consenting party. Such approval or consent shall be effective without regard to whether given before or after the time required herein and no approval or consent of the City or the Club shall be required as a condition to any action except as expressly required in this Agreement.
- g. Force Majeure. In the event either party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, other than the payment of money, then the obligations of such party, to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. As soon as reasonably possible after the occurrence of the force majeure relied upon, the party whose contractual obligations are affected thereby shall give notice and full particulars of such force majeure to the other party. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure", as used herein, shall include without limitation of the generality thereof, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, drought, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, whether similar to those enumerated or otherwise, which are not within the control of the party claiming such inability, which such party could not have avoided by the exercise of due diligence and care. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party when such settlement is unfavorable to it in the judgment of the party having the difficulty.

- h. Addresses and Notices. Unless otherwise provided in this Agreement, any notice, communication, request, reply or advice (herein severally and collectively, for convenience, called "Notice") herein provided or permitted to be given, made or accepted by either party to the other, must be in writing and shall be effective when received by the party to be notified. For the purpose of notice, addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to: City of Tomball (the "City")
501 James Street
Tomball, Texas 77375
Attn: Public Works Director
Phone: 281 290-1466
Email: bjones@tomballtx.gov

If to: Youth Soccer Club of Montgomery County, Inc., (the "Club")
2204 Timberloch Place, Suite 220
The Woodlands, Texas 77380
Attn: Don Gemmell
Phone: 281.298.2180
Fax: 281.298.8734
Email: dgemmell@dynamodashyouth.com

The parties shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify any other address by at least fifteen (15) days' written notice to the other party.

- i. Performance. All actions to be performed under this Agreement are performable solely in Montgomery County, Texas.
- j. Parties in Interest. This Agreement shall be for the sole and exclusive benefit of the parties hereto, and their legal successors and assigns and shall not be construed to confer any rights upon any other person or entity. Nothing herein shall be construed to confer standing to sue upon any party who did not otherwise have such standing and it is expressly agreed that nothing herein shall be construed to create any duty or obligation on the part of one party to the customers or members of another.
- k. Modification. This Agreement shall be subject to change or modification only with the written mutual consent of the parties hereto.
- l. Complete Agreement. This Agreement, together with the Exhibits hereto, constitutes the entire agreement by and between the parties hereto relative to

the subject matter hereof and may not be altered or amended except by written amendment executed by both parties.

- m. Assignability. Either party may assign its interest in this Agreement to another party upon written consent of the other party.
- n. Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person or circumstances shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances shall not be affected thereby.
- o. The laws of the State of Texas shall govern this Agreement and any questions or disputes arising hereunder. Venue is mandatory in Tomball, Texas.

Remainder of this page has been left intentionally blank.

AGREED to and ACCEPTED this ____ day of _____, 2020.

City of Tomball

By: Robert S. Hauck
City Manager

THE STATE OF TEXAS §
 §
HARRIS COUNTY §

This instrument was acknowledged before me on this ____ day of _____, 2020, by Robert S Hauck, City Manager on behalf of said entity.

Notary Public, State of Texas

AGREED to and ACCEPTED this ____ day of _____, 2020.

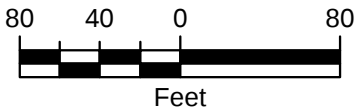
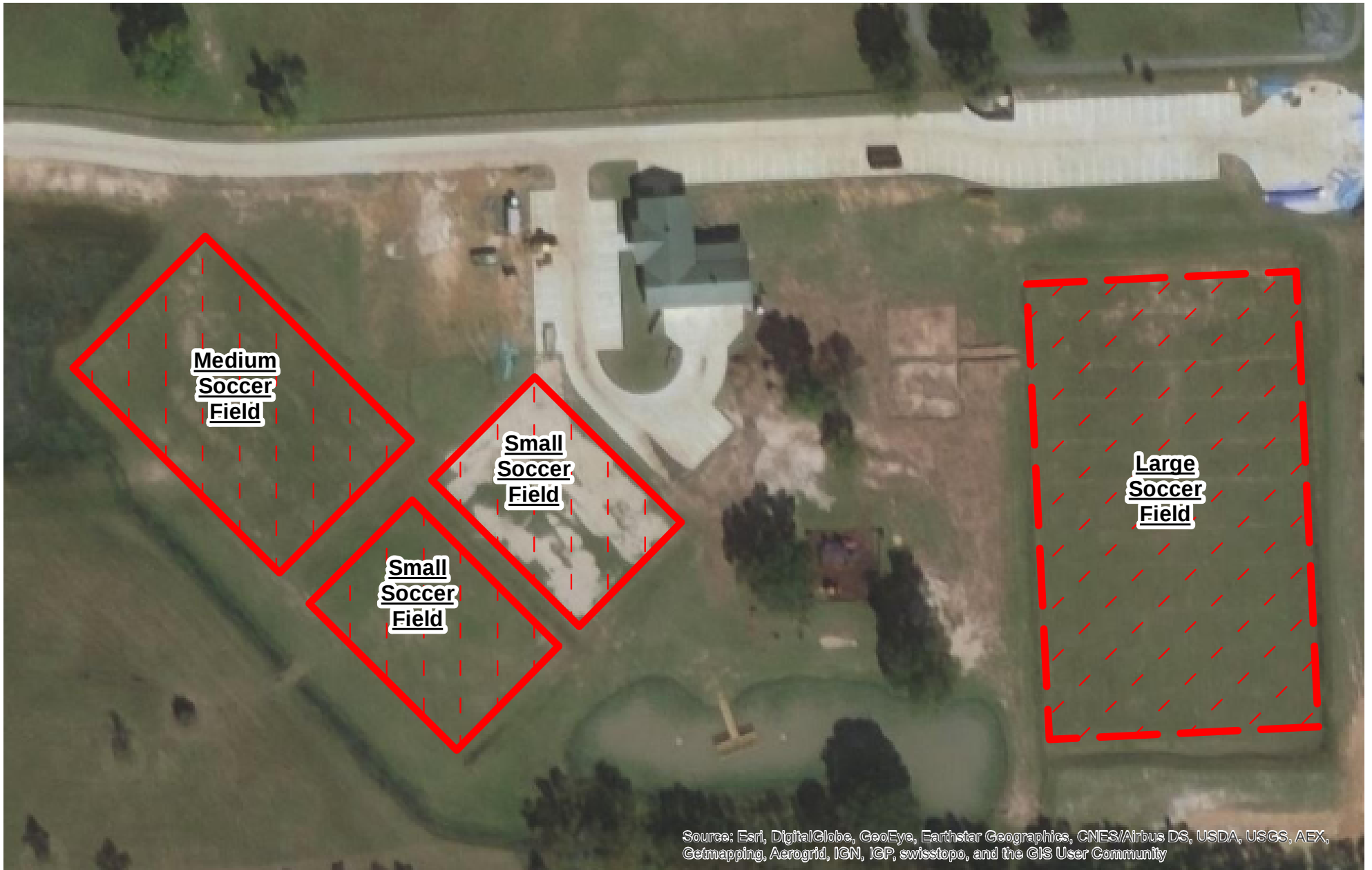
YOUTH SOCCER CLUB OF MONTGOMERY COUNTY
INC.,

By: _____
Name: Don Gemmell
Title: Technical Director

THE STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on this the ____ day of _____, 2020, by Don Gemmell, the Technical Director of Youth Soccer Club of Montgomery County, Inc., a Texas non-profit corporation.

Notary Public, State of Texas




Soccer Fields

Exhibit A
Broussard Park
Soccer Fields

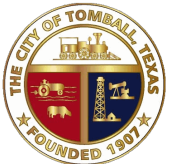


EXHIBIT B

Fall 2020

Month	Day	Date	Time	Field		Month	Day	Date	Time	Field		Month	Day	Date	Time	Field
Sept	Mon	14	5:00 - 8:00 PM	BP 1, 2, 3		Oct	Thurs	1	5:00 - 8:00 PM	BP 1, 2, 3		Nov	Mon	2	5:00 - 8:00 PM	BP 1, 2, 3
	Tues	15	5:00 - 8:00 PM	BP 1, 2, 3			Sat	3	8:00 am - 2:00 PM	BP 1, 2, 3			Tues	3	5:00 - 8:00 PM	BP 1, 2, 3
	Wed	16	5:00 - 8:00 PM	BP 1, 2, 3									Wed	4	5:00 - 8:00 PM	BP 1, 2, 3
	Thurs	17	5:00 - 8:00 PM	BP 1, 2, 3		Oct	Mon	5	5:00 - 8:00 PM	BP 1, 2, 3			Thurs	5	5:00 - 8:00 PM	BP 1, 2, 3
	Sat	19	8:00 am - 2:00 PM	BP 1, 2, 3			Tues	6	5:00 - 8:00 PM	BP 1, 2, 3			Sat	7	8:00 am - 2:00 PM	BP 1, 2, 3
							Wed	7	5:00 - 8:00 PM	BP 1, 2, 3						
Sept	Mon	21	5:00 - 8:00 PM	BP 1, 2, 3			Thurs	8	5:00 - 8:00 PM	BP 1, 2, 3		Nov	Mon	9	5:00 - 8:00 PM	BP 1, 2, 3
	Tues	22	5:00 - 8:00 PM	BP 1, 2, 3			Sat	10	8:00 am - 2:00 PM	BP 1, 2, 3			Tues	10	5:00 - 8:00 PM	BP 1, 2, 3
	Wed	23	5:00 - 8:00 PM	BP 1, 2, 3									Wed	11	5:00 - 8:00 PM	BP 1, 2, 3
	Thurs	24	5:00 - 8:00 PM	BP 1, 2, 3		Oct	Mon	12	5:00 - 8:00 PM	BP 1, 2, 3			Thurs	12	5:00 - 8:00 PM	BP 1, 2, 3
	Sat	26	8:00 am - 2:00 PM	BP 1, 2, 3			Tues	13	5:00 - 8:00 PM	BP 1, 2, 3			Sat	14	8:00 am - 2:00 PM	BP 1, 2, 3
							Wed	14	5:00 - 8:00 PM	BP 1, 2, 3						
Sept	Mon	28	5:00 - 8:00 PM	BP 1, 2, 3			Thurs	15	5:00 - 8:00 PM	BP 1, 2, 3						
	Tues	29	5:00 - 8:00 PM	BP 1, 2, 3			Sat	17	8:00 am - 2:00 PM	BP 1, 2, 3						
	Wed	30	5:00 - 8:00 PM	BP 1, 2, 3												
						Oct	Mon	19	5:00 - 8:00 PM	BP 1, 2, 3						
							Tues	20	5:00 - 8:00 PM	BP 1, 2, 3						
							Wed	21	5:00 - 8:00 PM	BP 1, 2, 3						
							Thurs	22	5:00 - 8:00 PM	BP 1, 2, 3						
							Sat	24	8:00 am - 2:00 PM	BP 1, 2, 3						
						Oct	Mon	26	5:00 - 8:00 PM	BP 1, 2, 3						
							Tues	27	5:00 - 8:00 PM	BP 1, 2, 3						
							Wed	28	5:00 - 8:00 PM	BP 1, 2, 3						
							Thurs	29	5:00 - 8:00 PM	BP 1, 2, 3						
							Sat	30	8:00 am - 2:00 PM	BP 1, 2, 3						

Spring 2021

Month	Day	Date	Time	Field		Month	Day	Date	Time	Field		Month	Day	Date	Time	Field
Feb	Mon	1	5:00 - 8:00 PM	BP 1, 2, 3		Mar	Mon	1	5:00 - 8:00 PM	BP 1, 2, 3		April	Thurs	1	5:00 - 8:00 PM	BP 1, 2, 3
	Tues	2	5:00 - 8:00 PM	BP 1, 2, 3			Tues	2	5:00 - 8:00 PM	BP 1, 2, 3			Sat	3	8:00 am - 2:00 PM	BP 1, 2, 3
	Wed	3	5:00 - 8:00 PM	BP 1, 2, 3			Wed	3	5:00 - 8:00 PM	BP 1, 2, 3						
	Thurs	4	5:00 - 8:00 PM	BP 1, 2, 3			Thurs	4	5:00 - 8:00 PM	BP 1, 2, 3		April	Mon	5	5:00 - 8:00 PM	BP 1, 2, 3
	Sat	6	8:00 am - 2:00 PM	BP 1, 2, 3			Sat	6	8:00 am - 2:00 PM	BP 1, 2, 3			Tues	6	5:00 - 8:00 PM	BP 1, 2, 3
													Wed	7	5:00 - 8:00 PM	BP 1, 2, 3
Feb	Mon	8	5:00 - 8:00 PM	BP 1, 2, 3		Mar	Mon	8	5:00 - 8:00 PM	BP 1, 2, 3			Thurs	8	5:00 - 8:00 PM	BP 1, 2, 3
	Tues	9	5:00 - 8:00 PM	BP 1, 2, 3			Tues	9	5:00 - 8:00 PM	BP 1, 2, 3			Sat	10	8:00 am - 2:00 PM	BP 1, 2, 3
	Wed	10	5:00 - 8:00 PM	BP 1, 2, 3			Wed	10	5:00 - 8:00 PM	BP 1, 2, 3						
	Thurs	11	5:00 - 8:00 PM	BP 1, 2, 3			Thurs	11	5:00 - 8:00 PM	BP 1, 2, 3		April	Mon	12	5:00 - 8:00 PM	BP 1, 2, 3
	Sat	13	8:00 am - 2:00 PM	BP 1, 2, 3			Sat	13	OFF Spring Break	BP 1, 2, 3			Tues	13	5:00 - 8:00 PM	BP 1, 2, 3
													Wed	14	5:00 - 8:00 PM	BP 1, 2, 3
Feb	Mon	15	5:00 - 8:00 PM	BP 1, 2, 3		Mar	Mon	15	OFF Spring Break	BP 1, 2, 3			Thurs	15	5:00 - 8:00 PM	BP 1, 2, 3
	Tues	16	5:00 - 8:00 PM	BP 1, 2, 3			Tues	16	OFF Spring Break	BP 1, 2, 3			Sat	17	8:00 am - 2:00 PM	BP 1, 2, 3
	Wed	17	5:00 - 8:00 PM	BP 1, 2, 3			Wed	17	OFF Spring Break	BP 1, 2, 3						
	Thurs	18	5:00 - 8:00 PM	BP 1, 2, 3			Thurs	18	OFF Spring Break	BP 1, 2, 3						
	Sat	20	8:00 am - 2:00 PM	BP 1, 2, 3			Sat	20	OFF Spring Break	BP 1, 2, 3						
Feb	Mon	22	5:00 - 8:00 PM	BP 1, 2, 3		Mar	Mon	22	5:00 - 8:00 PM	BP 1, 2, 3						
	Tues	23	5:00 - 8:00 PM	BP 1, 2, 3			Tues	23	5:00 - 8:00 PM	BP 1, 2, 3						
	Wed	24	5:00 - 8:00 PM	BP 1, 2, 3			Wed	24	5:00 - 8:00 PM	BP 1, 2, 3						
	Thurs	25	5:00 - 8:00 PM	BP 1, 2, 3			Thurs	25	5:00 - 8:00 PM	BP 1, 2, 3						
	Sat	27	8:00 am - 2:00 PM	BP 1, 2, 3			Sat	27	8:00 am - 2:00 PM	BP 1, 2, 3						
						Mar	Monday	29	5:00 - 8:00 PM	BP 1, 2, 3						
							Tuesday	30	5:00 - 8:00 PM	BP 1, 2, 3						
							Wednesd	31	5:00 - 8:00 PM	BP 1, 2, 3						

Regular City Council

Agenda Item

Data Sheet

Meeting Date: May 4, 2020

Topic:

Authorize City Staff to Enter into Negotiations with Centerpoint Energy for Fixed Pricing for Natural Gas Acquisitions for the City's North and South Gates

Background:

The City of Tomball owns and operates two natural gas supply receiving gates where the City's daily natural gas supplies are received, metered, odorized, and distributed to the City's residential and commercial customers via the City's natural gas distribution system. The two receiving gates are referred to as the North and South Gates.

The City's North Gate is located on the east of Ulrich Road, just north of Zion Road. This gate is served by an interstate (crosses state borders) pipeline owned by Tennessee's Pipeline. The gas supplied to the City at this gate is currently purchased and transported to the City by EDF Trading North America (EDF). The City's South Gate is located off of Old Humble Road, west of SH 249. This gate is served by an intrastate (Texas only) pipeline connection owned and operated by Eagle Rock Midstream L.P. (Eagle Rock) and the gas supplied to the City at this gate is purchased and transported by Eagle Rock. However, staff was made aware that as of September 2020, Eagle Rock would no longer serve the South Gate.

Pursuant to the notice received from Eagle Rock, staff contracted with Willdan Financial Services for the development of a Request for Proposals to obtain a Natural Gas Wholesale Contract for both the North and South Gates. Proposals were received from three (3) suppliers for the South Gate and two (2) suppliers for the North Gate. Upon review, Centerpoint Energy has been recommended by our consultant as the most advantageous vendor for gas purchases at both the South and North Gates.

Staff recommends approval to enter negotiations with Centerpoint Energy for a contract to serve both gas gates with natural gas.

Origination:

Public Works Department

Recommendation:

Staff recommends authorization to enter into negotiations with Centerpoint Energy for fixed pricing for Natural Gas Acquisitions for the City's North and South Gates.

Funding:

Yes

Account Number:600-615-6129

Party(ies) responsible for placing this item on agenda:

Beth Jones, Public Works Director

ACTION TAKEN

Approval	Readings Passed	Other
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☐ Yes ☐ No	☐ 1 st ☐ 2 nd	
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ATTACHMENTS:

Evaluation of Supplier Responses

MEMO

TO: Meagan Mageo
City of Tomball

DATE: March 27, 2020

RE: Tomball Natural Gas Supply RFP 2020-04
Evaluation of Supplier Responses

FROM: JoLynn Rains
Principal Consultant

This memorandum provides background information, and evaluation of supplier responses to the City of Tomball's Request of Proposal for Natural Gas (NG) Supply RFP 2020-04 that was issued by the City February 19, 2020. The RFP is included in this memorandum as Appendix 1.

Background:

Tomball has two NG City Gates, a South City Gate and a North City Gate. The South City Gate is served by the ETC Katy intrastate pipeline to meter #2152180. The current supply contract is with ETC Marketing/Energy Transfer with transportation provided by Eagle Rock. The contract has been terminated by the supplier effective 9/30/2020.

The North City Gate is served by the Tennessee Gas interstate pipeline to meter #420898. The current supply contract is with EDF Trading, North America with transportation provided by Kinder Morgan. The contract is in effect until 9/30/2020.

The City is a member participant of the Municipal Gas Acquisition and Supply Corporation hereinafter referred to as "MuniGas" municipal gas co-op program. The City is party to a Joint Gas Purchase Contract, dated as of January 1, 2006 under which MuniGas would sell and deliver through the City of LaGrange, Texas (herein referred to as the "Agent") to the City. The Buyer would receive and purchase from the Agent, at the City's Point of Receipt certain quantities of gas at a lower price than the price of gas delivered to the City by or on behalf of the Proposer pursuant to the supply contract. A Supplier Addendum will be executed concurrently with the Purchase and Sales Contract such that the City will continue to receive the benefits

associated with the current MuniGas agreement.

RFP Overview and Timeline:

Each's Company's proposal was requested to include the price, terms, and conditions under which it is willing to provide an uninterruptible supply of natural gas to one or both City Gates for redistribution to the City. Pricing Terms requested were for Option 1: Index and/or Option 2: Fixed priced products. The City anticipates that based on its review and evaluation of the Proposals received pursuant to the RFP, it would select a supplier(s) and execute a contract.

Included in the RFP was the past four year monthly usage history of volumes purchased by the City for each City Gate.

RFP 2020-04 was posted in accordance with the City of Tomball's purchasing policy on February 19, 2020. Sealed proposals were required to be addressed to Meagan Mageo - Project Coordinator, City of Tomball, 501 James Street, Tomball, Texas 77375 and labeled "RFQ Number 2020-04 – "Natural Gas Wholesale Contract", "DO NOT OPEN". Proposals were accepted until 2:00 PM CST on Thursday, March 5, 2020.

The schedule set forth for the RFP was shown as follows:

Issue Date	February 19, 2020
Questions Due	Friday, February 28, 2020 by 2 pm CT
Due Date & Time for Proposals	Thursday, March 5, 2020 by 2 pm CT

Supplier Responses:

The City received responses from four companies: BCX Energy Management, LLC, Centerpoint Energy Services, Inc, EDF Trading North America, LLC and Riverbend Marketing, LLC.

SOUTH CITY GATE PRICING PROPOSALS

Three suppliers submitted pricing to serve the South City Gate: BCX Energy Management, LLC, Centerpoint Energy and Riverbend Marketing, LLC. Each Company's proposal terms are detailed in **Table 1** below.

Table 1

CITY OF TOMBALL RESPONDANT DETAILS FOR NATURAL GAS SUPPLY RFP #2020-04 SOUTH CITY GATE				
	TOMBALL CURRENT CONTRACT	BCX ENERGY MANAGEMENT, LLC	CENTERPOINT ENERGY SERVICES, INC	RIVERBEND MARKETING, LLC
Contact		Louis Cox	Anthony Hesson	Jeffrey Feinstein
Title		Vice President	Sales Manager	
Phone		281-766-1246	713-207-8207	713-444-7706
Cell		713-253-2932		
Email		Louis.Cox@BCXEnergyManagement.com	Anthony.hesson@Centerpointenergy.com	jfeinstein@rboil.com
Address		9750 FM 1488 Magnolia, Texas 77354	1111 Louisiana St Houston, TX 77002	1200 Smith, Ste 1950 Houston, TX 77002
	SOUTH CITY GATE	SOUTH CITY GATE	SOUTH CITY GATE	SOUTH CITY GATE
Term	Month to Month	October 1, 2020 - September 30, 2022	October 1, 2020 - September 30, 2022	October 1, 2020 - September 30, 2022
Level of Service	Full Requirements	Full Requirements	Firm	Firm
Max Daily Quantity (MDQ)		600	CES will work with City to determine a MDQ that is most beneficial to the City (est 800)	2,000
MMBTU/Day				
Nominations	Monthly	None	None all volumes up to MDQ are priced at Baseload Price	6th Business Day prior to the first day of the month of delivery
Baseload Price	Inside Ferc: Houston Shipping Channel (IF HSC) Plus \$.45829	Inside Ferc: Houston Shipping Channel (HSC) 105% Plus \$.20 Monthly Demand Charge = \$9,000	Gas Daily: Houston Shipping Channel Plus \$.10 Plus 1% Fuel Monthly Demand Charge: MDQ * \$.45 * # of days/mo	Inside Ferc: Houston Shipping Channel 101% Plus \$.60
Interruptible/Balancing:				
Volumes in Excess of DCQ:	The highest of: First of Month IF HSC Gas Daily OR TX Eastern STX Com HI OR GD HSC Com HI Plus \$.045829	Gas Daily: HSC 105% Plus \$1.85	Gas Daily: HSC Plus \$2.10 Plus 1% Fuel	The highest of: 101% Day of HSC Gas Daily MidPoint + \$2.10 OR 101% Next Flow Date HSC MidPoint + \$2.10 OR 101% Next Flow Date HSC MidPoint 101% + \$2.10
Deficiency Quantities:	The lowest of: Day of IF HSC Gas Daily OR TX Eastern STX Com LO OR GD HSC Com LO Plus \$.045829	NA	NA	The lowest of: 99% of Daily HSC Gas Daily Midpoint - \$.30 OR 99% of Next Flow Date HSC MidPoint - \$.30 OR 99% of Next Flow Date HSC MidPoint - \$.30

BCX Energy Management, LLC (BCX)

BCX has been in business for 6 years and 4 months and is a business partnership. There is no past or pending litigation or claims filed against the company that would affect their performance under a contract with the City. BCX provided three references that the Company currently has contracts and/or has previously provided a natural gas supply of equal type and scope as the Tomball RFP within the past five years.

BCX presented a contract term of October 1, 2020 – September 30, 2022 to serve the City's full load requirements.

Option 1: Index Price

For the Baseload, BCX proposes a Maximum Daily Quantity (MDQ) of 600 MMBtu/day for each day of the year. There will be no monthly nominations as the MDQ is set for the term of the contract. The Baseload would be priced at 105% of the Houston Ship Channel Index (large packages) as published in the first issue of each month in Inside FERC Gas Market Report plus \$.20 per MMBtu. A monthly demand charge fee of \$9,000 per month is proposed.

For Interruptible/Balancing volumes the sales price would be the sum of 105% of Gas Daily Houston Ship Channel Index as published in the daily issue each day in Platt's Gas Daily Report plus \$1.85 per MMBtu/day.

Option 2: Fixed Price

BCX did not submit a fixed price offer

When the project team contacted BCX with questions of clarification for their proposal they were very responsive and thorough.

BCX is not currently a MuniGas participating supplier.

With the pricing structure presented there is no exposure to the City of Buy Backs or credit offsets to purchases.

Centerpoint Energy Services, Inc (Centerpoint)

Centerpoint has been in business for 30 years and is a corporation. There is no past or pending litigation or claims filed against the company that would affect their performance under a contract with the City. Centerpoint provided three references that the Company currently has contracts and/or has previously provided a natural gas supply of equal type and scope as the Tomball RFP within the past five years. Reference were for business relationships of 8 years with the City of Houston and 16 years with the Texas Medical Center Central Heating and Cool.

Centerpoint presented two pricing options for the South City Gate pricing: 1) Index Price and 2) Fixed Price. Centerpoint presented a contract term of October 1, 2020 – September 30, 2022 to serve the City’s full load requirements.

Option 1: Index Price

For Baseload volumes, Centerpoint proposes an MDQ of an estimated 800 MMBtu/day for each day of the year. Centerpoint will work with the City, evaluating historical data to determine the most advantageous MDQ for the City. There will be no monthly nominations as the MDQ is set for the term of the contract. The Baseload would be priced the Houston Ship Channel Index as published in the Gas Daily Report plus \$.10 plus 1% for fuel cost. A monthly demand charge is to be calculated at the MDQ (800) X \$.45 X days of the month. For a month with 30 days, the charge would be = \$10,800.

For Interruptible/Balancing gas quantities the sales price would be the sum of the Gas Daily Houston Ship Channel Index plus \$2.10 plus 1% for the cost of fuel per MMBTu/day.

Option 2: Fixed Price

Centerpoint presented indicative pricing for the term October 20 – September 2023 is detailed in **Table 2** below.

Table 2

CENTERPOINT INDICATIVE PRICING 3/5/2020 SOUTH CITY GATE	
Term	Fixed Price
10/2020 - 9/2021	\$ 2.42
10/2021 - 9/2022	\$ 2.47
10/2022 - 9/2023	\$ 2.52

Volumes used for the indicative price quote are from the CY2019 City volumes that were included in the RFP. Monthly volumes are divided by the number of days in the month to determine daily volumes that will be applied to swing pricing. If this pricing option is chosen the City can adjust volumes and terms. Pricing presented is subject to refresh by Centerpoint.

All fixed prices for the South City Gate will be divided evenly by the days of the month. The fixed price will be priced first with additional volumes up to the MDQ priced at Gas Daily Houston Shipping Channel + \$.10 plus 1% fuel. For Interruptible/Balancing fixed price deficiency volumes are priced at the Gas Daily Houston Shipping Channel Index minus \$.05.

When the project team contacted Centerpoint with questions of clarification for their proposal they were very responsive and thorough.

Centerpoint is an active MuniGas participating supplier.

RIVERBEND MARKETING, LLC (Riverbend)

Riverbend has been in business for 1 month and is a business partnership. The Company indicated that past or pending litigation is N/A to them. Riverbend provided three references that the Company currently has contracts and/or has previously provided a natural gas supply of equal type and scope as the Tomball RFP within the past one to two years.

Riverbend presented a contract term of October 1, 2020 – September 30, 2022 to serve the City's full load requirements.

Option 1: Index Price

For the Baseload, proposes a Max Daily Contract Quantity (MaxDCQ) of 2,000 MMBtu/day for each day of the year. The Daily Contract Quantity (DCQ) would be defined as a firm quantity of gas, not to exceed the MaxDCQ and will be nominated by the City on or before the sixth business day prior to the first day of the application month of delivery. Baseload pricing for the DCQ is 101% of the Inside Ferc Houston Shipping Channel Index plus \$.60.

For the purpose of evaluating this RFP response the project team used the actual City monthly nominations for CY 2019.

For Interruptible/Balancing and Deficiency quantities would be priced as indicated in **Table 3** below.

Table 3

RIVERBEND SOUTH CITY GATE PRICING FOR BALANCING AND DEFICIENCY
Interruptible/Balancing Pricing: Volumes in excess of the DCQ The highest of: 101% of the Day of HSC Gas Daily Midpoint + \$2.10 OR 101% Next Flow Date of HSC Midpoint + \$2.10 OR 101% Second Flow Date HSC Midpoint 101% + \$2.10 Deficiency Quantities: The lowest of: 99% of Daily HSC Gas Daily Midpoint minus \$.30 OR 99% of Next Flow Date HSC Midpoint minus \$.30 OR 99% of Second Flow Date HSC Midpoint minus \$.30

Option 2: Fixed Price

Riverbend did not submit a fixed price offer.

When the project team contacted Riverbend with questions of clarification for their proposal, they were very responsive and thorough.

Riverbend is not currently a MuniGas participating supplier.

SUMMARY RESULTS AND RECOMMENDATIONS FOR SOUTH CITY GATE PRICING PROPOSALS

Each proposal submitted was evaluated based on the terms provided and detailed above. Each supplier was asked to provide CY19 daily index prices that were used in their proposals.

Summary Results for Option 1: Index and Option 2: Fixed Price are shown in **Table 4** and **Table 5**. **Based on the summary results, the recommendation is to sign a 3-year fixed price contract with Centerpoint.** Included in the Centerpoint RFP response was a Gas Sales Agreement, that is attached to this memorandum as Appendix 2. It is important to keep in mind that the fixed pricing assumptions used were based on CY19 monthly volumes divided by the number of days in the month. Balancing and Deficiency quantity pricing was calculated based on CY19 Gas Daily Houston Shipping Channel index pricing provided to the City by Centerpoint.

Also please note that the MuniGas monthly discounts were not included in this analysis.

Table 4

TOMBALL, TEXAS SUMMARY OF NG RFP RESULTS SOUTH CITY GATE - INDEX PRICING PRICING PRESENTED: 3/5/2020													
TOMBALL CURRENT CONTRACT ENERGY TRANSFER					BCX ENERGY MANAGEMENT, LLC			CENTERPOINT ENERGY SERVICES, INC			RIVERBEND MARKETING, LLC		
Month	City Volume (MMBTU)	Baseload Nomination (MMBTU)	Total Cost	Average Cost/MMBTU	Baseload Nomination (MMBTU)	Total Cost	Average Cost/MMBTU	Baseload Nomination (MMBTU)	Total Cost	Average Cost/MMBTU	Baseload Nomination (MMBTU)	Total Cost	Average Cost/MMBTU
Jan-19	34,474	1,112	\$ 148,720	\$ 4.31	600	\$ 165,839	\$ 4.81	800	\$ 141,798	\$ 4.11	1,112	\$ 155,235	\$ 4.50
Feb-19	23,927	855	87,304	3.65	600	101,541	4.24	800	87,579	3.66	855	98,207	4.10
Mar-19	19,941	643	66,750	3.35	600	80,281	4.03	800	78,417	3.93	643	89,328	4.48
Apr-19	12,998	433	41,671	3.21	600	50,160	3.86	800	47,914	3.69	433	47,432	3.65
May-19	12,685	409	38,835	3.06	600	46,167	3.64	800	44,536	3.51	409	41,589	3.28
Jun-19	10,112	337	30,975	3.06	600	38,522	3.81	800	35,289	3.49	337	31,262	3.09
Jul-19	10,760	347	30,540	2.84	600	37,589	3.49	800	36,862	3.43	347	39,150	3.64
Aug-19	8,616	277	22,332	2.59	600	29,993	3.48	800	30,257	3.51	277	25,410	2.95
Sep-19	7,440	248	19,740	2.65	600	27,518	3.70	800	30,005	4.03	248	24,374	3.28
Oct-19	12,240	395	34,942	2.85	600	42,078	3.44	800	41,649	3.40	395	41,915	3.42
Nov-19	18,759	625	57,222	3.05	600	71,895	3.83	800	67,446	3.60	625	76,841	4.10
Dec-19	23,920	772	68,828	2.88	600	84,982	3.55	800	82,165	3.44	772	85,868	3.59
195,872			\$ 647,860	\$ 3.31		\$ 776,565	\$ 3.96		\$ 723,917	\$ 3.70		\$ 756,611	\$ 3.86
Delta from Actual 2019 (\$)						\$ 128,704	\$ 0.66		\$ 76,057	\$ 0.39		\$ 108,750	\$ 0.56
Delta from Actual 2019 (%)						19.87%	19.87%		11.74%	11.74%		16.79%	16.79%

Table 5

TOMBALL, TX SUMMARY OF NG RFP SOUTH CITY GATE - FIXED PRICE PRICING PRESENTED: 3/5/2020								
TOMBALL CURRENT CONTRACT ENERGY TRANSFER					CENTERPOINT ENERGY SERVICES, INC			
Month	City Volume (MMBTU)	Baseload Nomination (MMBTU)	Total Cost	Average Cost/MMBTU	Based on CY 2019 Volumes (MMBTU)	Total Cost	Average Cost/MMBTU	
Jan-19	34,474	1,112	\$ 148,720	\$ 4.31	1,112	\$ 84,372	\$ 2.45	
Feb-19	23,927	855	87,304	3.65	866	58,675	2.45	
Mar-19	19,941	643	66,750	3.35	643	51,407	2.58	
Apr-19	12,998	433	41,671	3.21	433	32,813	2.52	
May-19	12,685	409	38,835	3.06	409	29,822	2.35	
Jun-19	10,112	337	30,975	3.06	337	24,574	2.43	
Jul-19	10,760	347	30,540	2.84	347	26,568	2.47	
Aug-19	8,616	277	22,332	2.59	278	20,918	2.43	
Sep-19	7,440	248	19,740	2.65	248	18,112	2.43	
Oct-19	12,240	395	34,942	2.85	274	29,808	2.44	
Nov-19	18,759	625	57,222	3.05	507	47,629	2.54	
Dec-19	23,920	772	68,828	2.88	847	59,160	2.47	
	195,872		\$ 647,860	\$ 3.31		\$ 483,858	\$ 2.47	
Delta from Actual 2019 (\$)						\$ (164,002)	\$ (0.84)	
Delta from Actual 2019 (%)						-25.31%	-25.31%	

NORTH CITY GATE PRICING PROPOSALS

Two suppliers submitted Index and Fixed priced terms to serve the North City Gate: Centerpoint Energy and EDF Trading North America. Index proposal terms are detailed in **Table 6** and Fixed price terms are shown in **Table 7** below.

Table 6

CITY OF TOMBALL RESPONDANT DETAILS FOR NATURAL GAS SUPPLY RFP #2020-04 NORTH CITY GATE - INDEX PRICING			
	TOMBALL CURRENT CONTRACT	CENTERPOINT ENERGY SERVICES, INC	EDF TRADING, NORTH AMERICA, INC
Contact		Anthony Hesson	Todd Moore
Title		Sales Manager	
Phone		713-207-8207	281-781-0345
Cell			281-744-1678
Email		Anthony.hesson@Centerpointenergy.com	Todd.Moore@edftrading.com
Address		1111 Louisiana St Houston, TX 77002	4700 W Sam Houston Pkwy N, Ste 250 Houston, TX 77041
	NORTH CITY GATE	NORTH CITY GATE	NORTH CITY GATE
Term	Month to Month	October 1, 2020 - September 30, 2022	October 1, 2020 - September 30, 2022
Level of Service	Full Requirements	Firm Full Requirements - 100% Swing	Firm Full Requirements
Max Daily Quantity (MDQ)	Unknown	NA	City to designate EDF Trading as its agent. EDF will work with City to manage nominations
MMBTU/Day			
Nominations	Monthly	NA	
Baseload Price	Fixed Price Plus \$.19 Plus \$.01 Plus \$.026	Inside Ferc: TGP Zone 0 Plus Transport = \$.16 Plus 1% Fuel	Inside Ferc: TGP Zone 0 South Midpoint plus \$.08 Plus TGP IT Transport = \$.1616 Plus 46% of TGP Fuel Z0-Z0 = \$.0085
Interruptible/Balancing:			
Volumes in Excess of DCQ:	99% of Gas Daily REGT E Plus \$.19 Plus \$.01 Plus \$.026	NA	Gas Daily TGP Zone 0 South Midpoint plus \$.08 Plus TGP IT Transport = \$.1616 Plus 46% of TGP Fuel Z0-Z0 = \$.0085
Deficiency Quantities:	99% of Gas Daily REGT E Plus \$.29 Plus \$.01 Plus \$.014	NA	Gas Daily Z0 South Flats

Table 7

CITY OF TOMBALL			
RESPONDANT DETAILS FOR NATURAL GAS SUPPLY RFP #2020-04			
NORTH CITY GATE - FIXED PRICING			
	TOMBALL CURRENT CONTRACT	CENTERPOINT ENERGY SERVICES, INC	EDF TRADING, NORTH AMERICA, INC
	NORTH CITY GATE	NORTH CITY GATE	NORTH CITY GATE
Term	Month to Month	October 1, 2020 - September 30, 2023	October 1, 2020 - September 30, 2022
Level of Service	Full Requirements	Fixed Price, Full Requirements	Fixed Price, Full Requirements
Max Daily Quantity (MDQ)	Unknown	Nomination for Fixed Price Quantities	Volume Assumptions Per EDF to avoid sellbacks if it is a warm winter
MMBTU/Day			
Nominations	Monthly	Annually	Annually
Baseload Price	Fixed Price	10/20-10/21 = \$2.42 10/21-10/22 = \$2.47 10/22-10/23 = \$2.52	10/20-10/22 = \$2.61
Interruptible/Balancing:			
Volumes in Excess of DCQ:	Fixed Plus \$.19 Plus \$.01 Plus \$.026	Inside Ferc: TGP Zone 0 Plus Transport = \$.16 Plus 1% Fuel	Inside Ferc: TGP Zone 0 South Midpoint plus \$.08 Plus TGP IT Transport = \$.1616 Plus 46% of TGP Fuel Z0-Z0 = \$.0085
Deficiency Quantities:	99% of Gas Daily REGT E Plus \$.29 Plus \$.01 Plus \$.014	Lower of TGP Zone 0 or Lowest DD HSC	GDD Zone 0 South Flats

Centerpoint Energy Services, Inc (Centerpoint)

Centerpoint has been in business for 30 years and is a corporation. There is no past or pending litigation or claims filed against the company that would affect their performance under a contract with the City. Centerpoint provided three references that the Company currently has contracts and/or has previously provided a natural gas supply of equal type and scope as the Tomball RFP within the past five years. Reference were for business relationships of 8 years with the City of Houston and 16 years with the Texas Medical Center Central Heating and Cool.

Centerpoint presented two pricing options for the North City Gate pricing: Option 1: Index Price and Option 2: Fixed Price. Centerpoint presented a contract term of October 1, 2020 – September 30, 2023 to serve the City’s full load requirements.

Option 1: Index Price

For the Baseload, Centerpoint proposes a 100% swing priced at the Insider FERC Tennessee Gas Pipeline Zone 0 plus \$.016 + 1% for fuel price quote.

There are no Interruptible/Balancing volumes or costs since the Index pricing proposed is for 100% of gas volumes purchased.

Option 2: Fixed Price

Centerpoint presented indicative pricing for the term October 20 – September 2023 is detailed in **Table 8** below.

Table 8

CENTERPOINT INDICATIVE PRICING 3/5/2020 NORTH CITY GATE	
Term	Fixed Price
10/2020 - 9/2021	\$ 2.72
10/2021 - 9/2022	\$ 2.47
10/2022 - 9/2023	\$ 2.52

Volumes used for the indicative price quote are from the CY2019 City volumes that were included in the RFP. Monthly volumes are divided by the number of days in the month to determine daily volumes that will be applied to swing pricing. If this pricing option is chosen the City can adjust volumes and terms. Pricing presented is indicative and subject to refresh by Centerpoint.

The fixed price will be priced first with additional volumes up to the MDQ priced at Inside FERC Tennessee Gas Pipeline Zone 0 + \$.016 + 1% fuel. Interruptible/Balancing fixed price deficiency volumes are priced at the lower of Tennessee Gas Pipeline Zone 0 or Lowest Gas Daily Houston Shipping Channel posting of the month.

When the project team contacted Centerpoint with questions of clarification for their proposal they were very responsive and thorough.

Centerpoint is an active MuniGas participating supplier.

EDF TRADING, NORTH AMERICA (EDF)

EDF has been in business for 23 years and is a corporation. There is no past or pending litigation or claims filed against the company that would affect their performance under a contract with the City. EDF did not provide three references that the Company currently has contracts and/or has previously provided a natural gas supply of equal type and scope as the Tomball RFP within the past five years.

The service type is identified in the proposal as Firm full requirements, no notice load following. The City will designate EDF Trading NA as its agent. EDF will work together to manage nomination and daily imbalances through verbal or written communication.

EDF presented a contract term of October 1, 2020 – September 30, 2022 to serve the City's full load requirements. Either party can terminate with 60 days' notice of termination otherwise, the contract will roll at current index related pricing.

Option 1: Index Price

For the Baseload, EDF will work with the City to determine and manage nominations. For the purposes of this pricing analysis the CY2019 actual City nominations were used. All baseload volumes will be priced at Inside FERC Tennessee Gas Pipeline Zone 0 South Midpoint posting plus \$.08 plus PGP IT Transport = \$.1616 plus .46% TGP Fuel Z0-Z0. If the City elects to lock in fixed prices, the volumes locked in will constitute a baseload volume. Baseload gas will be kept whole with Gas Daily swing pricing if not taken.

For Interruptible/Balancing the sales price would be the same as the Baseload. Buy Backs will be priced at Gas Daily Zone 0 South Flats.

Option 2: Fixed Price

EDF presented indicative pricing for the term October 20 – September 2022 with baseload pricing at \$2.61. EDF recommends the City use baseload quantities as volumes listed in **Table 9**. EDF recommends that the City hedge the volumes in Table 9 so there are less sellbacks if it is a warm winter. If the City elects to lock in fixed prices, the volumes locked will constitute a baseload volume.

Table 9

EDF TRADING, NA HISTORIC FIXED PRICES NORTH CITY GATE		
October	2020	5,000
November	2020	12,500
December	2020	17,500
January	2021	17,500
February	2021	15,000
March	2021	12,500
April	2021	7,500
May	2021	7,500
June	2021	5,000
July	2021	5,000
August	2021	5,000
September	2021	5,000

The fixed price will be priced first with additional volumes up to the MDQ priced at Inside FERC Tennessee Gas Pipeline Zone 0 South Midpoint + \$.08 plus TGP IT Transport = \$.1616 plus .46% TGP Fuel Z0-Z0. Buybacks will be priced at Gas Daily Zone 0 South Flats.

When the project team contacted EDF with questions of clarification for their proposal they were responsive.

EDF is currently a MuniGas participating supplier.

SUMMARY RESULTS AND RECOMMENDATION FOR NORTH CITY GATE PRICING PROPOSALS

Each proposal submitted was evaluated based on the terms provided and detailed above. Each supplier was asked to provide CY19 daily index prices that were used in their proposals.

Summary Results for Option 1: Index and Option 2: Fixed Price are shown in **Table 10** and **Table 11**. **Based on the summary results, the recommendation is to sign a 3-year fixed price contract with Centerpoint.** It is important to keep in mind that Centerpoint's North Gate proposal is for a 100% swing product so there will be no Interruptible/Balancing or Deficiency charges and are based on CY19 index pricing. Also please note that the MuniGas monthly discounts were not included in this analysis.

Table 10

TOMBALL, TEXAS SUMMARY OF RFP RESULTS NORTH CITY GATE - INDEX PRICING Pricing Presented: 3/5/2020										
TOMBALL CURRENT CONTRACT EDF					CENTERPOINT ENERGY SERVICES, INC			EDF NORTH AMERICA		
Month	City Volume (MMBTU)	Baseload Nomination (MMBTU)	Total Cost	Average Cost/MMBTU	Baseload Nomination (MMBTU)	Total Cost	Average Cost/MMBTU	Baseload Nomination (MMBTU)	Total Cost	Average Cost/MMBTU
Jan-19	15,399	564	\$ 65,413	\$ 4.25	N/A	\$ 57,391	\$ 3.73	564	\$ 60,914	\$ 3.96
Feb-19	10,721	536	48,630	4.54	N/A	39,956	3.73	536	35,201	3.28
Mar-19	10,029	404	44,670	4.45	N/A	29,578	2.95	404	30,996	3.09
Apr-19	7,335	250	30,366	4.14	N/A	20,511	2.80	250	21,484	2.93
May-19	4,592	242	22,105	4.81	N/A	12,059	2.63	242	13,147	2.86
Jun-19	5,550	167	22,288	4.02	N/A	14,967	2.70	167	15,373	2.77
Jul-19	4,517	162	19,660	4.35	N/A	10,764	2.38	162	11,062	2.45
Aug-19	6,583	161	25,031	3.80	N/A	13,963	2.12	161	14,428	2.19
Sep-19	7,663	248	19,740	4.09	N/A	14,285	1.86	248	15,193	1.98
Oct-19	9,881	162	35,098	3.55	N/A	15,098	1.53	162	16,147	1.63
Nov-19	16,407	557	68,573	4.18	N/A	42,422	2.59	557	44,847	2.73
Dec-19	18,146	559	58,921	3.25	N/A	45,731	2.52	559	46,993	2.59
	116,823		\$ 460,495	\$ 3.94		\$ 316,723	\$ 2.71		\$ 325,783	\$ 2.79
Delta from Actual 2019 (\$)						\$ (143,773)	\$ (1.23)		\$ (134,712)	\$ (1.15)
Delta from Actual 2019 (%)						-31.22%	-31.22%		-29.25%	-29.25%

Table 11

TOMBALL, TEXAS SUMMARY OF RFP RESULTS NORTH CITY GATE - FIXED PRICES Pricing Presented: 3/5/2020											
TOMBALL CURRENT CONTRACT EDF					CENTERPOINT ENERGY SERVICES, INC				EDF NORTH AMERICA		
Month	City Volume (MMBTU)	Baseload Daily Nomination (MMBTU)	Total Cost	Average Cost/MMBTU	Baseload Daily Nomination (MMBTU)	Total Cost	Average Cost/MMBTU	Daily Volumes Proposed by EDF, NA	Total Cost	Average Cost/MMBTU	
Jan-19	15,399	564	\$ 65,413	\$ 4.25	497	\$ 40,853	\$ 2.65	565	\$ 40,404	\$ 2.62	
Feb-19	10,721	536	48,630	4.54	383	26,721	2.49	536	28,447	2.65	
Mar-19	10,029	404	44,670	4.45	324	24,859	2.48	403	26,256	2.62	
Apr-19	7,335	250	30,366	4.14	245	17,984	2.45	250	19,445	2.65	
May-19	4,592	242	22,105	4.81	148	11,217	2.44	242	12,514	2.73	
Jun-19	5,550	167	22,288	4.02	185	13,959	2.52	167	14,987	2.70	
Jul-19	4,517	162	19,660	4.35	146	11,418	2.53	161	12,131	2.69	
Aug-19	6,583	161	25,031	3.80	212	15,995	2.43	161	16,504	2.51	
Sep-19	7,663	248	19,740	2.58	255	18,696	2.44	167	16,108	2.10	
Oct-19	9,881	162	35,098	3.55	319	17,547	1.78	161	16,915	1.71	
Nov-19	16,407	557	68,573	4.18	547	40,838	2.49	417	43,609	2.66	
Dec-19	18,146	559	58,921	3.25	585	45,156	2.49	565	48,038	2.65	
	116,823		\$ 460,495	\$ 3.94		\$ 285,244	\$ 2.44		\$ 295,359	\$ 2.53	
Delta from Actual 2019 (\$)						\$ (175,252)	\$ (1.50)		\$ (165,136)	\$ (1.41)	
Delta from Actual 2019 (%)						-38.06%	-38.06%		-35.86%	-35.86%	