

**NOTICE OF REGULAR TOMBALL ECONOMIC DEVELOPMENT  
CORPORATION MEETING**



**Tuesday, November 14, 2023  
5:30 PM**

Notice is hereby given of a meeting of the Tomball Economic Development Corporation, to be held on Tuesday, November 14, 2023 at 5:30 PM, City Hall, 401 Market Street, Tomball, TX 77375, for the purpose of considering the following agenda items. All agenda items are subject to action. The Tomball Economic Development Corporation 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.

**THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION OF THE CITY OF TOMBALL, TEXAS, WILL CONDUCT THE MEETING SCHEDULED FOR NOVEMBER 14, 2023, 5:30 PM, AT 401 MARKET STREET, TOMBALL, TEXAS, 77375. THIS MEETING AGENDA AND THE AGENDA PACKET ARE POSTED ONLINE AT:**

**[HTTPS://TOMBALLTX.GOV/ARCHIVE.ASPX?AMID=38](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: 868 7550 7947 Passcode: 466073. 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.

- A. Call to Order
- B. Invocation
- C. Pledges
- D. 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*

## Regular Tomball Economic Development Corporation Meeting

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*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 - GC, 551.042.]*

E. Reports and Announcements

F. Reports by TEDC Staff:

- [1.](#) International Economic Development Council – Gold and Silver Economic Excellence Awards
- [2.](#) Fall 2023 Quarterly Newsletter
- [3.](#) 2023 Economic Outlook Luncheon held October 18, 2023
- [4.](#) 2023 Mix & Jingle Event – December 7<sup>th</sup> – 5:00 p.m. – 7:00 p.m. at Paradigm Brewing Company

G. Approval of Minutes

- [5.](#) Regular Tomball EDC Meeting of September 12, 2023
- [6.](#) Special Tomball EDC Meeting of October 19, 2023

H. New Business

- [7.](#) Presentation by Katherine Tapscott, Finance Director, regarding the Tomball EDC 2022-2023 Fiscal Year End financial statements.
- [8.](#) Consideration and possible action by Tomball EDC to approve, as a Project of the Corporation, an agreement with T & R Harmon, LLC DBA Craving Kernels, to make direct incentives to, or expenditures for, rental assistance for new or expanded business enterprise to be located at 702 South Persimmon Street. Unit 3A, Tomball, Texas 77375. The estimated amount of expenditures for such Project is \$8,820.00.  
  
- Public Hearing
- [9.](#) Consideration and possible action by Tomball EDC, to approve, as a Project of the Corporation, an agreement with First Community Credit Union to make direct incentives to, or expenditures for, assistance with infrastructure costs to be required or suitable for the promotion of new or expanded business development related to the development and construction of a Banking and Financial Services office building to be located at 26902 TX-249 in the City of Tomball. The estimated amount of expenditures for such Project is \$64,721.00.  
  
- Public Hearing

- [10.](#) Consideration and possible action by Tomball EDC to approve, as a Project of the Corporation, an agreement with Headquarters TOO, LLC to make direct incentives to, or expenditures for, assistance with infrastructure costs required or suitable for the promotion of new or expanded business enterprise related to the construction of a 15,500 square foot commercial facility to be located at 1417 Graham Drive, Tomball, Texas 77375. The estimated amount of expenditures for such Project is \$102,459.00.

- Public Hearing

- [11.](#) Consideration and possible action by Tomball EDC to approve, as a Project of the Corporation, an agreement with IC Star Solar (USA), LLC to make direct incentives to, or expenditures for, the creation or retention of primary jobs associated with the development of its corporate headquarters to be located at 19200 Hamish Rd, Tomball, Texas 77377. The estimated amount of expenditures for such Project is \$522,000.00.

- Public Hearing

- [12.](#) Consideration and possible action by Tomball EDC to approve, a Resolution of which the caption reads:

“A RESOLUTION OF THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION PROVIDING THE TIME AND PLACE OF THE REGULAR MEETINGS OF THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION IN THE CITY OF TOMBALL, TEXAS FOR THE YEAR 2024.”

- [13.](#) Election of Officers: President, Vice President, Secretary, Treasurer.

- [14.](#) Consideration and possible action by Tomball EDC to approve an amendment to the Commercial Real Estate Listing Agreement with Colliers International for the sale of EDC owned property in the Tomball Business and Technology Park.

- [15.](#) Consideration and possible action by Tomball EDC to approve an amendment to Exclusive Representation Agreement with Colliers International for real estate services related to the acquisition of property within the city limits of or ETJ of Tomball.

- [16.](#) EXECUTIVE SESSION: The Tomball Economic Development Corporation Board will meet in Executive Session as authorized by Title 5, Chapter 551, Texas Government Code, The Texas Open Meetings Act, for the following purpose:

## Regular Tomball Economic Development Corporation Meeting

November 14, 2023 | Agenda

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- Section 551.072, - Deliberations regarding real property: Deliberate the purchase, exchange, sale, lease, or value of real property.

- Section 551.087, - Deliberation regarding Economic Development negotiations.

17. Reconvene into regular session and take action, if necessary, on items discussed in Executive Session.

18. Presentation and discussion regarding Shop and Stroll events.

19. TEDC Quarterly update on 2023-2024 Strategic Work Plan.

### I. Adjournment

### CERTIFICATION

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 10th day of November 2023 by 5:30 PM, and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Kelly Violette  
Executive Director

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 contact the City Secretary's office at (281) 290-1002 or FAX (281) 351-6256 for further information.

AGENDAS MAY BE VIEWED ONLINE AT [www.ci.tomball.tx.us](http://www.ci.tomball.tx.us).



# Regular Tomball EDC Agenda Item Data Sheet

**Meeting Date:** November 14, 2023

**Topic:**

International Economic Development Council – Gold and Silver Economic Excellence Awards

**Background:**

**Origination:**

**Recommendation:**

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

**FUNDING (IF APPLICABLE)**

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: \_\_\_\_\_ No: \_\_\_\_\_ If yes, specify Account Number: # \_\_\_\_\_

If no, funds will be transferred from account # \_\_\_\_\_ To account # \_\_\_\_\_

Signed	_____	Approved by	_____
	Staff Member-TEDC		Executive Director-TEDC
	Date		Date

# Regular Tomball EDC Agenda Item Data Sheet

**Meeting Date:** November 14, 2023

**Topic:**

Fall 2023 Quarterly Newsletter

**Background:**

**Origination:**

**Recommendation:**

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

**FUNDING (IF APPLICABLE)**

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: \_\_\_\_\_ No: \_\_\_\_\_ If yes, specify Account Number: # \_\_\_\_\_

If no, funds will be transferred from account # \_\_\_\_\_ To account # \_\_\_\_\_

Signed	_____	Approved by	_____
	Staff Member-TEDC		Executive Director-TEDC
	Date		Date

# Regular Tomball EDC Agenda Item Data Sheet

**Meeting Date:** November 14, 2023

**Topic:**

2023 Economic Outlook Luncheon held October 18, 2023

**Background:**

**Origination:**

**Recommendation:**

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

**FUNDING (IF APPLICABLE)**

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: \_\_\_\_\_ No: \_\_\_\_\_ If yes, specify Account Number: # \_\_\_\_\_

If no, funds will be transferred from account # \_\_\_\_\_ To account # \_\_\_\_\_

Signed	_____	Approved by	_____
	Staff Member-TEDC		Executive Director-TEDC
	Date		Date

# Regular Tomball EDC Agenda Item Data Sheet

**Meeting Date:** November 14, 2023

**Topic:**

2023 Mix & Jingle Event – December 7<sup>th</sup> – 5:00 p.m. – 7:00 p.m. at Paradigm Brewing Company

**Background:**

**Origination:**

**Recommendation:**

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

**FUNDING (IF APPLICABLE)**

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: \_\_\_\_\_ No: \_\_\_\_\_ If yes, specify Account Number: # \_\_\_\_\_

If no, funds will be transferred from account # \_\_\_\_\_ To account # \_\_\_\_\_

Signed	_____	Approved by	_____
	Staff Member-TEDC		Executive Director-TEDC
	Date		Date

# Regular Tomball EDC Agenda Item Data Sheet

**Meeting Date:** November 14, 2023

**Topic:**

Regular Tomball EDC Meeting of September 12, 2023

**Background:**

**Origination:** Kelly Violette, Executive Director

**Recommendation:**

Approval of the Minutes for the Meeting of September 12, 2023

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

**FUNDING (IF APPLICABLE)**

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: \_\_\_\_\_ No: \_\_\_\_\_

If yes, specify Account Number: # \_\_\_\_\_

If no, funds will be transferred from account # \_\_\_\_\_

To account # \_\_\_\_\_

Signed \_\_\_\_\_

Staff Member-TEDC

Date \_\_\_\_\_

Approved by \_\_\_\_\_

Executive Director-TEDC

Date \_\_\_\_\_

**NOTICE OF REGULAR TOMBALL ECONOMIC DEVELOPMENT  
CORPORATION MEETING**



**Tuesday, September 12, 2023  
5:30 PM**

Notice is hereby given of a meeting of the Tomball Economic Development Corporation, to be held on Tuesday, September 12, 2023 at 5:30 PM, City Hall, 401 Market Street, Tomball, TX 77375, for the purpose of considering the following agenda items. All agenda items are subject to action. The Tomball Economic Development Corporation 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.

**THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION OF THE CITY OF TOMBALL, TEXAS, WILL CONDUCT THE MEETING SCHEDULED FOR SEPTEMBER 12, 2023, 5:30 PM, AT 401 MARKET STREET, TOMBALL, TEXAS, 77375. THIS MEETING AGENDA AND THE AGENDA PACKET ARE POSTED ONLINE AT:**

**[HTTPS://TOMBALLTX.GOV/ARCHIVE.ASPX?AMID=38](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: 836 9467 2480 Passcode: 437550. 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.

**A. Call to Order**

President Fagan called the meeting to order at 5:30 p.m.

**PRESENT**

President Gretchen Fagan  
Secretary Bill Sumner (via Zoom)  
Treasurer Richard Bruce

Member Lisa Covington  
Member Chad Degges

ABSENT

Member Clete Jaeger  
Member Jim Engelke

OTHERS PRESENT

Kelly Violette  
Tiffani Wooten  
Tori Gleason  
McKayley Dannelley  
Tom Condon  
Kyle Bertrand  
Dennis Winkler  
Jessica Rogers  
John Ford  
Bruce Hillegeist  
Gabriel Garza  
Patricia Garza  
Colleen Pye  
Kaela Olson (via Zoom)

B. Invocation

Board Member Degges led the invocation.

C. Pledges

Kelly Violette led the pledge of allegiance to both flags.

D. 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 - GC, 551.042.]*

President Fagan opened public comments at 5:32 p.m.

Public comments were closed at 5:32 p.m.

E. Approval of Minutes

Motion made by Member Degges, Seconded by Member Covington.

Voting Yea: President Fagan, Secretary Sumner, Treasurer Bruce, Member Degges, Member Covington, Member Bruce

The motion carried unanimously.

1. Regular Tomball EDC Meeting of August 8, 2023.

F. New Business

2. Consideration and possible action by Tomball EDC to amend the Policy and Guidelines for the Rental Incentive Program.

Motion made by Member Degges, Seconded by Member Covington.

Voting Yea: President Fagan, Secretary Sumner, Treasurer Bruce, Member Degges, Member Covington.

The motion carried unanimously.

3. Consideration and possible action by Tomball EDC to approve, as a Project of the Corporation, an agreement with The Garza Agency to make direct incentives to, or expenditures for, rental assistance for new or expanded business enterprise to be located at 28427 SH 249, Tomball, Texas 77375. The estimated amount of expenditures for such Project is \$10,000.00.

Public Hearing

President Fagan opened the public hearing at 5:40 p.m. No comments were received. Public hearing was closed at 5:41 p.m.

Motion made by Treasurer Bruce, Seconded by Member Degges.

Voting Yea: President Fagan, Secretary Sumner, Treasurer Bruce, Member Degges, Member Covington.

The motion carried unanimously.

4. EXECUTIVE SESSION: The Tomball Economic Development Corporation Board will meet in Executive Session as authorized by Title 5, Chapter 551, Texas Government Code, The Texas Open Meetings Act, for the following purpose:

- Section 551.072, - Deliberations regarding real property: Deliberate the purchase, exchange, sale, lease, or value of real property.

- Section 551.087, - Deliberation regarding Economic Development negotiations.



- Section 551.074, - To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal

The Tomball Economic Development Corporation Board of Directors recessed at 5:42 p.m.

5. Reconvene into regular session and take action, if necessary, on items discussed in Executive Session.

The Tomball Economic Development Corporation Board of Directors reconvened at 7:18 p.m.

6. Consideration and possible action regarding the Tomball Economic Development Corporation (TEDC) Fiscal Year 2023-2024 Budget.

#### Public Hearing

President Fagan opened the public hearing at 7:20 p.m. No comments were received. Public hearing was closed at 7:20 p.m.

Motion made by Treasurer Bruce, Seconded by Member Degges.

Voting Yea: President Fagan, Secretary Sumner, Treasurer Bruce, Member Degges, Member Covington

The motion carried unanimously.

#### I. Adjournment

Motion made by Treasurer Bruce, Seconded by Member Covington.

Voting Yea: President Fagan, Secretary Sumner, Treasurer Bruce, Member Degges, Member Covington.

The motion carried unanimously. Meeting adjourned at 7:22 p.m.

### CERTIFICATION

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 8th day of SEPTEMBER 2023 by 5:30 PM, and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Kelly Violette  
Executive Director

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 contact the City Secretary's office at (281) 290-1002 or FAX (281) 351-6256 for further information.

AGENDAS MAY BE VIEWED ONLINE AT [www.ci.tomball.tx.us](http://www.ci.tomball.tx.us).

PASSED AND APPROVED this the 14th day of November 2023.

\_\_\_\_\_  
President, Tomball EDC Board

\_\_\_\_\_  
Secretary, Tomball EDC Board

# Regular Tomball EDC Agenda Item Data Sheet

**Meeting Date:** November 14, 2023

**Topic:**

Special Tomball EDC Meeting of October 19, 2023

**Background:**

**Origination:** Kelly Violette, Executive Director

**Recommendation:**

Approval of the Minutes for the Meeting of October 19, 2023

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

**FUNDING (IF APPLICABLE)**

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: \_\_\_\_\_ No: \_\_\_\_\_ If yes, specify Account Number: # \_\_\_\_\_

If no, funds will be transferred from account # \_\_\_\_\_ To account # \_\_\_\_\_

Signed \_\_\_\_\_

Staff Member-TEDC

Date

Approved by \_\_\_\_\_

Executive Director-TEDC

Date

**NOTICE OF SPECIAL TOMBALL ECONOMIC DEVELOPMENT  
CORPORATION MEETING**



**Thursday, October 19, 2023  
5:30 PM**

Notice is hereby given of a meeting of the Tomball Economic Development Corporation, to be held on Thursday, October 19, 2023 at 5:30 PM, City Hall, 401 Market Street, Tomball, TX 77375, for the purpose of considering the following agenda items. All agenda items are subject to action. The Tomball Economic Development Corporation 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.

**THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION OF THE CITY OF TOMBALL, TEXAS, WILL CONDUCT THE MEETING SCHEDULED FOR OCTOBER 19, 2023, 5:30 PM, AT 401 MARKET STREET, TOMBALL, TEXAS, 77375. 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.**

**A. Call to Order**

President Fagan called the meeting to order at 5:30 p.m.

**PRESENT**

President Gretchen Fagan  
Secretary Bill Sumner  
Treasurer Richard Bruce  
Member Jim Engelke  
Member Chad Degges

**ABSENT**

Member Clete Jaeger  
Member Lisa Covington

**OTHERS PRESENT**

Kelly Violette  
Tiffani Wooten  
Tori Gleason  
McKayley Dannelley  
Tom Condon  
Mark Stoll

- A. 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 - GC, 551.042.]*

President Fagan opened public comments at 5:30 p.m.

Public comments were closed at 5:30 p.m.

- B. New Business

1. EXECUTIVE SESSION: The Tomball Economic Development Corporation Board will meet in Executive Session as authorized by Title 5, Chapter 551, Texas Government Code, The Texas Open Meetings Act, for the following purpose:

- Section 551.072, - Deliberations regarding real property: Deliberate the purchase, exchange, sale, lease, or value of real property.
- Section 551.087, - Deliberation regarding Economic Development negotiations.

The Tomball Economic Development Corporation Board of Directors recessed at 5:31 p.m.

2. Reconvene into regular session and take action, if necessary, on items discussed in Executive Session.

The Tomball Economic Development Corporation Board of Directors reconvened at 5:53 p.m.

3. Consideration and possible action by Tomball EDC to ratify approval of a real estate contract and the expenditure of funds to acquire Lots 20-22, Block 46, of the Revised Map of Tomball, known as 502 Kane Street, Tomball, Texas 77375.

Motion made by Secretary Sumner, Seconded by Treasurer Bruce.

Voting Yea: President Fagan, Secretary Sumner, Treasurer Bruce, Member Degges, Member Engelke

The motion carried unanimously.

I. Adjournment

Motion made by Secretary Sumner, Seconded by Member Engelke.

Voting Yea: President Fagan, Secretary Sumner, Treasurer Bruce, Member Degges, Member Engelke.

The motion carried unanimously. Meeting adjourned at 5:54 p.m.

**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 16th day of OCTOBER 2023 by 5:30 PM, and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Kelly Violette  
Executive Director

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 contact the City Secretary's office at (281) 290-1002 or FAX (281) 351-6256 for further information.

AGENDAS MAY BE VIEWED ONLINE AT [www.ci.tomball.tx.us](http://www.ci.tomball.tx.us).

PASSED AND APPROVED this the 14th day of November 2023.

\_\_\_\_\_  
President, Tomball EDC Board

\_\_\_\_\_  
Secretary, Tomball EDC Board

# Regular Tomball EDC

## Agenda Item

### Data Sheet

**Meeting Date:** November 14, 2023

**Topic:**

Presentation by Katherine Tapscott, Finance Director, regarding the Tomball EDC 2022-2023 Fiscal Year End financial statements.

**Background:**

- Standard Balance Sheet
- Comparison Balance Sheet
- Profit & Loss to Actual
- Comparison Profit & Loss
- Active Project Grants
- Analysis of Project Grants
- Quarterly Investment Report
- Business Improvement Grants Overview
- Old Town Façade Improvement Grants Overview

**Origination:** Katherine Tapscott, Finance Director

**Recommendation:** Presentation item only.

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

**FUNDING (IF APPLICABLE)**

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: \_\_\_\_\_ No: \_\_\_\_\_ If yes, specify Account Number: # \_\_\_\_\_

If no, funds will be transferred from account # \_\_\_\_\_ To account # \_\_\_\_\_

Signed \_\_\_\_\_

Staff Member-TEDC

Date

Approved by \_\_\_\_\_

Executive Director-TEDC

Date

# TOMBALL ECONOMIC DEVELOPMENT CORPORATION MEMORANDUM

Item 7.

**TO:** TEDC Board of Directors

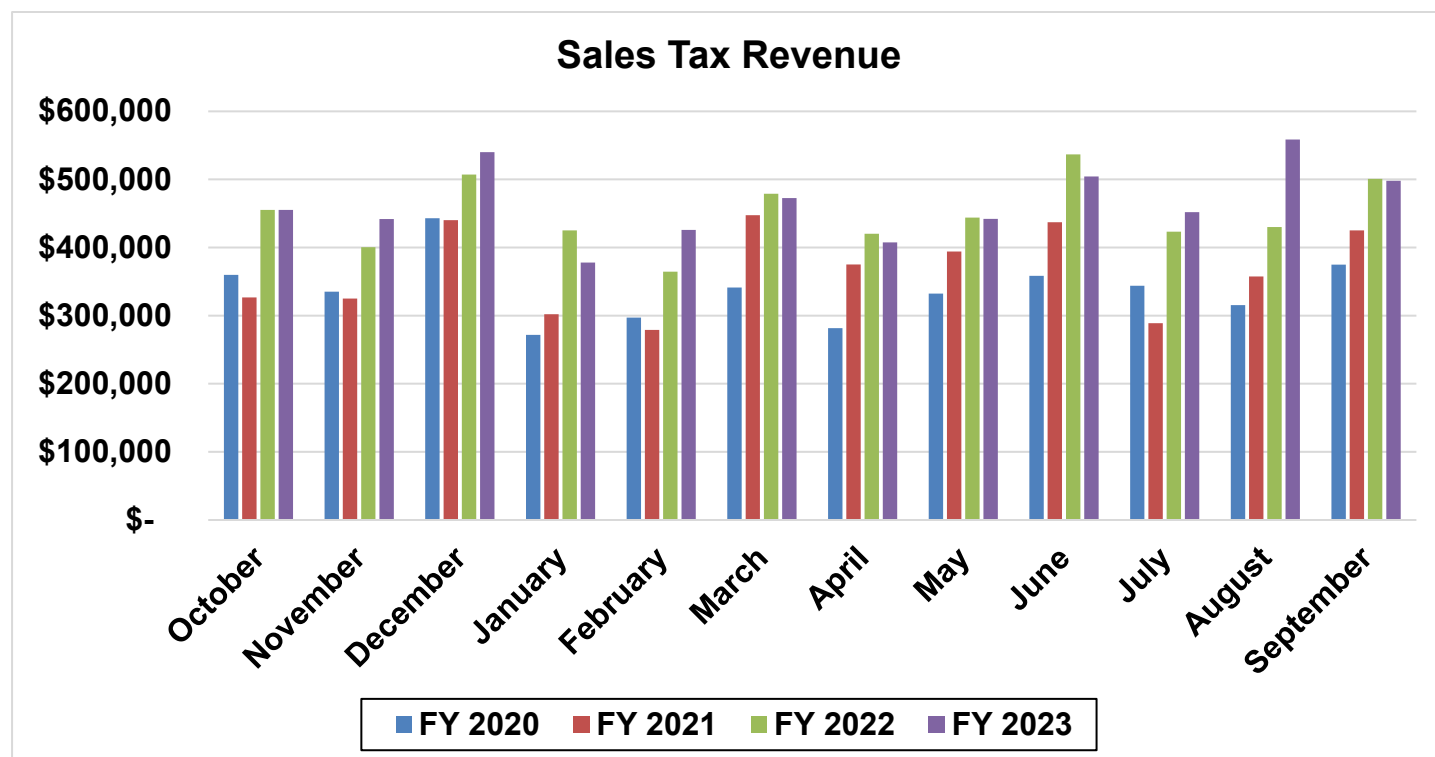
**FROM:** Katherine Tapscott, Finance Director

**SUBJECT:** Preliminary Financial Information for Year Ending September 30, 2023

**DATE:** November 14, 2023

Attached is the preliminary financial information for the fiscal year ending September 30, 2023 for the Tomball Economic Development Corporation.

Total revenues for the fiscal year were \$10,680,885, which was \$5,130,885 more than the budgeted amount of \$5,550,000. Sales tax revenues were \$5,636,514, which was \$536,514 more than the budgeted amount of \$5,100,000. For fiscal year 2023, sales tax revenues were up 4.7% over the previous year on an accrual basis. Interest income was \$1,051,118, which was \$601,118 more than budget for the year.



Total administrative expenses for the year were \$748,937, which was \$61,448 less than the budgeted amount of \$810,385. Indirect Economic Development costs for the fiscal year were \$533,127, which was \$190,838 less than the budgeted amount of \$723,965.

Included in the financial information is a schedule of active project grants, which assists with tracking of TEDC grant commitments. The schedule is updated as project grants are added and prior commitments are paid. As of September 30, 2023, the TEDC had outstanding commitments for Board Approved Grants of \$1,786,747.

The Quarterly Investment Report is also included, which lists the details of the TEDC's investment portfolio. As of September 30, 2023, TEDC's cash and cash equivalents totaled over \$20.8 million. Additionally, TEDC held securities with a total market value of \$2,586,628 as of September 30, 2023.



9:32 AM

11/09/23

Accrual Basis

# Tomball Economic Development Corporation

## Profit & Loss Budget vs. Actual

October 2022 through September 2023

Item 7.

	Oct '22 - Sep 23	Budget	\$ Over Budget	% of Budget
<b>Ordinary Income/Expense</b>				
Income				
Lease Revenue - GASB 87	216,562.00			
Lease Revenue - FBC	3,299.60			
Lease Revenue - S Live Oak	59,312.20		59,312.20	100.0%
Sales of Business Park Property	3,714,078.99		3,714,078.99	100.0%
Sales Tax	5,636,514.48	5,100,000.00	536,514.48	110.5%
Interest	1,051,117.54	450,000.00	601,117.54	233.6%
<b>Total Income</b>	<b>10,680,884.81</b>	<b>5,550,000.00</b>	<b>5,130,884.81</b>	<b>192.4%</b>
<b>Gross Profit</b>	<b>10,680,884.81</b>	<b>5,550,000.00</b>	<b>5,130,884.81</b>	<b>192.4%</b>
<b>Expense</b>				
Administrative Expenditures				
Salaries and Benefits				
Salary-Executive Director	165,604.73	165,926.00	-321.27	99.8%
Salary- Assistant Director	127,235.61	125,855.00	1,380.61	101.1%
Salary-Coordinator	75,056.42	75,255.00	-198.58	99.7%
Wages-Admin. Asst.	44,202.95	55,000.00	-10,797.05	80.4%
Wages-Part Time		8,300.00	-8,300.00	
Overtime	568.65		568.65	100.0%
Benefits-Executive Director	62,978.85	50,113.00	12,865.85	125.7%
Benefits- Assistant Director	56,188.35	50,910.00	5,278.35	110.4%
Benefits-Coordinator	25,984.71	23,720.00	2,264.71	109.5%
Benefits-Admin. Asst.	29,097.80	37,506.00	-8,408.20	77.6%
<b>Total Salaries and Benefits</b>	<b>586,918.07</b>	<b>592,585.00</b>	<b>-5,666.93</b>	<b>99.0%</b>
Other Personnel Expenditures				
Auto Allowance-Exec.Director	10,800.00	10,800.00		100.0%
Auto Allowance-Assistant Dir	6,000.00	6,000.00		100.0%
Phone Allow.-Exec. Dir.	900.00	900.00		100.0%
Phone Allowance- Assistant Dir	900.00	900.00		100.0%
Phone Allowance-Coordinator	900.00	900.00		100.0%
Dues and Subscriptions	12,144.59	13,100.00	-955.41	92.7%
Local Travel Expense	364.48	500.00	-135.52	72.9%
Seminar/Conference Registration	11,437.50	18,000.00	-6,562.50	63.5%
Travel and Training	12,507.85	30,000.00	-17,492.15	41.7%
<b>Total Other Personnel Expenditures</b>	<b>55,954.42</b>	<b>81,100.00</b>	<b>-25,145.58</b>	<b>69.0%</b>
Service and Supply Expenditures				
Insurance	24,898.10	18,000.00	6,898.10	138.3%
Contract Administrative Service	25,000.00	25,000.00		100.0%
Bank Charges & Postage	82.29	3,500.00	-3,417.71	2.4%
Computer Equip. and Maint.	9,331.37	10,000.00	-668.63	93.3%
Communications Services	4,527.14	5,200.00	-672.86	87.1%
Legal Fees	9,228.50	40,000.00	-30,771.50	23.1%
Lease Expense-GTACC	26,170.12	25,000.00	1,170.12	104.7%
Office Supplies	6,826.75	10,000.00	-3,173.25	68.3%
<b>Total Service and Supply Expenditures</b>	<b>106,064.27</b>	<b>136,700.00</b>	<b>-30,635.73</b>	<b>77.6%</b>
<b>Total Administrative Expenditures</b>	<b>748,936.76</b>	<b>810,385.00</b>	<b>-61,448.24</b>	<b>92.4%</b>

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11/09/23

Accrual Basis

# Tomball Economic Development Corporation Profit & Loss Budget vs. Actual

October 2022 through September 2023

Item 7.

	Oct '22 - Sep 23	Budget	\$ Over Budget	% of Budget
<b>Indirect Economic Development</b>				
Grow Tomball Initiative	10,450.00	20,000.00	-9,550.00	52.3%
Economic Impact Model License	4,561.00	4,565.00	-4.00	99.9%
Promotional Items	4,840.00	6,500.00	-1,660.00	74.5%
Printing	4,398.58	6,500.00	-2,101.42	67.7%
Event Sponsorships	17,353.66	29,000.00	-11,646.34	59.8%
Chamber Guide	8,354.00	8,400.00	-46.00	99.5%
Area Street Maps	3,875.00	4,000.00	-125.00	96.9%
Marketing	93,141.00	105,000.00	-11,859.00	88.7%
Website and GIS	23,725.00	25,000.00	-1,275.00	94.9%
Professional Services	356,207.97	500,000.00	-143,792.03	71.2%
Miscellaneous	6,220.35	15,000.00	-8,779.65	41.5%
<b>Total Indirect Economic Development</b>	<b>533,126.56</b>	<b>723,965.00</b>	<b>-190,838.44</b>	<b>73.6%</b>
<b>City Debt Service</b>				
Medical Complex/Persimmon	222,222.00	222,222.00		100.0%
Business Park Infrastructure	539,462.50	539,463.00	-0.50	100.0%
<b>Total City Debt Service</b>	<b>761,684.50</b>	<b>761,685.00</b>	<b>-0.50</b>	<b>100.0%</b>
<b>Grants, Loans &amp; Other Exp.</b>				
First Baptist Church Expenses	3,500.00			
South Live Oak Redevelopment	80,370.39	5,000,000.00	-4,919,629.61	1.6%
Depreciation	316,634.87			
Old Town Facade Grants- Prior Y	33,469.37	100,000.00	-66,530.63	33.5%
Old Town Facade Grants- Current	20,242.87	250,000.00	-229,757.13	8.1%
Businesss Park Expenses	94,790.85	300,000.00	-205,209.15	31.6%
Sales Tax Reimb.Grants (380)	70,129.55	70,000.00	129.55	100.2%
Business Imp. Grants- Prior Yr.	211,882.17	250,000.00	-38,117.83	84.8%
Business Imp. Grants- Curr. Yr.	154,500.67	350,000.00	-195,499.33	44.1%
Project Grants	2,051,758.86	2,500,000.00	-448,241.14	82.1%
Property Acquisition		5,000,000.00	-5,000,000.00	
<b>Total Grants, Loans &amp; Other Exp.</b>	<b>3,037,279.60</b>	<b>13,820,000.00</b>	<b>-10,782,720.40</b>	<b>22.0%</b>
<b>Total Expense</b>	<b>5,081,027.42</b>	<b>16,116,035.00</b>	<b>-11,035,007.58</b>	<b>31.5%</b>
<b>Net Ordinary Income</b>	<b>5,599,857.39</b>	<b>-10,566,035.00</b>	<b>16,165,892.39</b>	<b>-53.0%</b>
<b>Net Income</b>	<b>5,599,857.39</b>	<b>-10,566,035.00</b>	<b>16,165,892.39</b>	<b>-53.0%</b>

# Tomball Economic Development Corporation Profit & Loss Prev Year Comparison

October 2022 through September 2023

	Oct '22 - Sep 23	Oct '21 - Sep 22	\$ Change	% Change
<b>Ordinary Income/Expense</b>				
Income				
Lease Revenue - GASB 87	216,562.00	202,960.00	13,602.00	6.7%
Lease Revenue - FBC	3,299.60	0.00	3,299.60	100.0%
Lease Revenue - S Live Oak	59,312.20	77,982.73	-18,670.53	-23.9%
Miscellaneous	0.00	1,264.55	-1,264.55	-100.0%
Sales of Business Park Property	3,714,078.99	1,722,565.13	1,991,513.86	115.6%
Grants	0.00	8,000.00	-8,000.00	-100.0%
Sales Tax	5,636,514.48	5,386,245.49	250,268.99	4.7%
Interest	1,051,117.54	446,296.66	604,820.88	135.5%
<b>Total Income</b>	<b>10,680,884.81</b>	<b>7,845,314.56</b>	<b>2,835,570.25</b>	<b>36.1%</b>
<b>Gross Profit</b>	<b>10,680,884.81</b>	<b>7,845,314.56</b>	<b>2,835,570.25</b>	<b>36.1%</b>
Expense				
Administrative Expenditures				
Salaries and Benefits				
Salary-Executive Director	165,604.73	134,893.11	30,711.62	22.8%
Salary- Assistant Director	127,235.61	91,517.53	35,718.08	39.0%
Salary-Coordinator	75,056.42	59,851.43	15,204.99	25.4%
Wages-Admin. Asst.	44,202.95	28,035.68	16,167.27	57.7%
Overtime	568.65	20.55	548.10	2,667.2%
Benefits-Executive Director	62,978.85	47,478.43	15,500.42	32.7%
Benefits- Assistant Director	56,188.35	49,662.64	6,525.71	13.1%
Benefits-Coordinator	25,984.71	22,435.48	3,549.23	15.8%
Benefits-Admin. Asst.	29,097.80	25,181.97	3,915.83	15.6%
<b>Total Salaries and Benefits</b>	<b>586,918.07</b>	<b>459,076.82</b>	<b>127,841.25</b>	<b>27.9%</b>
Other Personnel Expenditures				
Auto Allowance-Exec.Director	10,800.00	10,800.00	0.00	0.0%
Auto Allowance-Assistant Dir	6,000.00	6,000.00	0.00	0.0%
Phone Allow.-Exec. Dir.	900.00	900.00	0.00	0.0%
Phone Allowance- Assistant Dir	900.00	900.00	0.00	0.0%
Phone Allowance-Coordinator	900.00	0.00	900.00	100.0%
Dues and Subscriptions	12,144.59	11,491.56	653.03	5.7%
Local Travel Expense	364.48	89.72	274.76	306.2%
Seminar/Conference Registration	11,437.50	10,349.00	1,088.50	10.5%
Travel and Training	12,507.85	17,654.69	-5,146.84	-29.2%
<b>Total Other Personnel Expenditures</b>	<b>55,954.42</b>	<b>58,184.97</b>	<b>-2,230.55</b>	<b>-3.8%</b>
Service and Supply Expenditures				
Insurance	24,898.10	17,952.76	6,945.34	38.7%
Contract Administrative Service	25,000.00	25,000.00	0.00	0.0%
Bank Charges & Postage	82.29	2,197.75	-2,115.46	-96.3%
Computer Equip. and Maint.	9,331.37	4,296.53	5,034.84	117.2%
Communications Services	4,527.14	4,267.91	259.23	6.1%
Legal Fees	9,228.50	4,690.53	4,537.97	96.8%
Lease Expense-GTACC	26,170.12	25,055.65	1,114.47	4.5%
Office Supplies	6,826.75	4,259.31	2,567.44	60.3%
<b>Total Service and Supply Expenditures</b>	<b>106,064.27</b>	<b>87,720.44</b>	<b>18,343.83</b>	<b>20.9%</b>
<b>Total Administrative Expenditures</b>	<b>748,936.76</b>	<b>604,982.23</b>	<b>143,954.53</b>	<b>23.8%</b>

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11/09/23

Accrual Basis

# Tomball Economic Development Corporation Profit & Loss Prev Year Comparison

October 2022 through September 2023

Item 7.

	Oct '22 - Sep 23	Oct '21 - Sep 22	\$ Change	% Change
<b>Indirect Economic Development</b>				
Grow Tomball Initiative	10,450.00	0.00	10,450.00	100.0%
Economic Impact Model License	4,561.00	4,561.00	0.00	0.0%
Promotional Items	4,840.00	4,714.78	125.22	2.7%
Printing	4,398.58	1,121.50	3,277.08	292.2%
Event Sponsorships	17,353.66	8,038.42	9,315.24	115.9%
Chamber Guide	8,354.00	8,354.00	0.00	0.0%
Area Street Maps	3,875.00	0.00	3,875.00	100.0%
Marketing	93,141.00	83,115.00	10,026.00	12.1%
Website and GIS	23,725.00	12,100.00	11,625.00	96.1%
Professional Services	356,207.97	306,422.80	49,785.17	16.3%
Miscellaneous	6,220.35	44,914.05	-38,693.70	-86.2%
<b>Total Indirect Economic Development</b>	<b>533,126.56</b>	<b>473,341.55</b>	<b>59,785.01</b>	<b>12.6%</b>
<b>City Debt Service</b>				
Medical Complex/Persimmon	222,222.00	222,222.00	0.00	0.0%
Business Park Infrastructure	539,462.50	537,662.50	1,800.00	0.3%
Southside Utility Ext.(2/15/22)	0.00	370,000.00	-370,000.00	-100.0%
<b>Total City Debt Service</b>	<b>761,684.50</b>	<b>1,129,884.50</b>	<b>-368,200.00</b>	<b>-32.6%</b>
<b>Grants, Loans &amp; Other Exp.</b>				
First Baptist Church Expenses	3,500.00	0.00	3,500.00	100.0%
South Live Oak Redevelopment	80,370.39	76,553.32	3,817.07	5.0%
Depreciation	316,634.87	211,653.38	104,981.49	49.6%
Old Town Facade Grants- Prior Y	33,469.37	125,560.35	-92,090.98	-73.3%
Old Town Facade Grants- Current	20,242.87	0.00	20,242.87	100.0%
Businesss Park Expenses	94,790.85	133,984.95	-39,194.10	-29.3%
Sales Tax Reimb.Grants (380)	70,129.55	66,823.15	3,306.40	5.0%
Business Imp. Grants- Prior Yr.	211,882.17	197,302.46	14,579.71	7.4%
Business Imp. Grants- Curr. Yr.	154,500.67	121,344.17	33,156.50	27.3%
Project Grants	2,051,758.86	620,825.45	1,430,933.41	230.5%
Property Acquisition	0.00	0.00	0.00	0.0%
<b>Total Grants, Loans &amp; Other Exp.</b>	<b>3,037,279.60</b>	<b>1,554,047.23</b>	<b>1,483,232.37</b>	<b>95.4%</b>
<b>Total Expense</b>	<b>5,081,027.42</b>	<b>3,762,255.51</b>	<b>1,318,771.91</b>	<b>35.1%</b>
<b>Net Ordinary Income</b>	<b>5,599,857.39</b>	<b>4,083,059.05</b>	<b>1,516,798.34</b>	<b>37.2%</b>
<b>Other Income/Expense</b>				
Other Income				
Other Income				
Unrealized Gains/Losses on Inv.	19,112.71	-468,744.18	487,856.89	104.1%
Other Income - Other	1,742.24	13,476.28	-11,734.04	-87.1%
<b>Total Other Income</b>	<b>20,854.95</b>	<b>-455,267.90</b>	<b>476,122.85</b>	<b>104.6%</b>
<b>Total Other Income</b>	<b>20,854.95</b>	<b>-455,267.90</b>	<b>476,122.85</b>	<b>104.6%</b>
<b>Net Other Income</b>	<b>20,854.95</b>	<b>-455,267.90</b>	<b>476,122.85</b>	<b>104.6%</b>
<b>Net Income</b>	<b>5,620,712.34</b>	<b>3,627,791.15</b>	<b>1,992,921.19</b>	<b>54.9%</b>

# Tomball Economic Development Corporation

## Balance Sheet Prev Year Comparison

As of September 30, 2023

	Sep 30, 23	Sep 30, 22	\$ Change	% Change
<b>ASSETS</b>				
<b>Current Assets</b>				
Checking/Savings				
Wells Fargo, checking	143,987.73	265,310.39	-121,322.66	-45.7%
TexasCLASS	1,032,274.43	984,064.15	48,210.28	4.9%
TexPool	19,722,519.68	15,083,092.85	4,639,426.83	30.8%
<b>Total Checking/Savings</b>	<b>20,898,781.84</b>	<b>16,332,467.39</b>	<b>4,566,314.45</b>	<b>28.0%</b>
Accounts Receivable				
Lease Receivable	712,316.00	833,221.00	-120,905.00	-14.5%
Accounts Receivable - Other	654,418.23	423,275.06	231,143.17	54.6%
Accounts Receivable	1,127,494.58	941,074.04	186,420.54	19.8%
<b>Total Accounts Receivable</b>	<b>2,494,228.81</b>	<b>2,197,570.10</b>	<b>296,658.71</b>	<b>13.5%</b>
<b>Other Current Assets</b>				
Lease Interest Receivable	2,417.00	2,638.00	-221.00	-8.4%
Investment Securities	2,586,627.52	6,282,514.81	-3,695,887.29	-58.8%
<b>Total Other Current Assets</b>	<b>2,589,044.52</b>	<b>6,285,152.81</b>	<b>-3,696,108.29</b>	<b>-58.8%</b>
<b>Total Current Assets</b>	<b>25,982,055.17</b>	<b>24,815,190.30</b>	<b>1,166,864.87</b>	<b>4.7%</b>
<b>Fixed Assets</b>				
Buildings and Improvements				
Accumulated Depreciation	-842,228.25	-525,593.38	-316,634.87	-60.2%
Buildings and Improvements - Other	8,421,415.90	4,233,067.57	4,188,348.33	98.9%
<b>Total Buildings and Improvements</b>	<b>7,579,187.65</b>	<b>3,707,474.19</b>	<b>3,871,713.46</b>	<b>104.4%</b>
Land	4,023,570.51	3,573,659.34	449,911.17	12.6%
<b>Total Fixed Assets</b>	<b>11,602,758.16</b>	<b>7,281,133.53</b>	<b>4,321,624.63</b>	<b>59.4%</b>
<b>TOTAL ASSETS</b>	<b>37,584,813.33</b>	<b>32,096,323.83</b>	<b>5,488,489.50</b>	<b>17.1%</b>
<b>LIABILITIES &amp; EQUITY</b>				
<b>Liabilities</b>				
<b>Current Liabilities</b>				
Accounts Payable				
Accounts Payable	287,923.14	285,192.98	2,730.16	1.0%
<b>Total Accounts Payable</b>	<b>287,923.14</b>	<b>285,192.98</b>	<b>2,730.16</b>	<b>1.0%</b>
<b>Other Current Liabilities</b>				
Refundable Deposit	10,869.00	10,869.00	0.00	0.0%
<b>Total Other Current Liabilities</b>	<b>10,869.00</b>	<b>10,869.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>Total Current Liabilities</b>	<b>298,792.14</b>	<b>296,061.98</b>	<b>2,730.16</b>	<b>0.9%</b>

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11/09/23

Accrual Basis

**Tomball Economic Development Corporation**  
**Balance Sheet Prev Year Comparison**  
**As of September 30, 2023**

Item 7.

	Sep 30, 23	Sep 30, 22	\$ Change	% Change
<b>Long Term Liabilities</b>				
Deferred Inflows - Leases	676,887.00	811,840.00	-134,953.00	-16.6%
<b>Total Long Term Liabilities</b>	676,887.00	811,840.00	-134,953.00	-16.6%
<b>Total Liabilities</b>	975,679.14	1,107,901.98	-132,222.84	-11.9%
<b>Equity</b>				
Fund Balance				
Board Approved Grants	1,786,746.95	1,828,989.40	-42,242.45	-2.3%
Fund Balance - Other	28,950,840.24	25,280,806.64	3,670,033.60	14.5%
<b>Total Fund Balance</b>	30,737,587.19	27,109,796.04	3,627,791.15	13.4%
Retained Earnings	250,834.66	250,834.66	0.00	0.0%
Net Income	5,620,712.34	3,627,791.15	1,992,921.19	54.9%
<b>Total Equity</b>	36,609,134.19	30,988,421.85	5,620,712.34	18.1%
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>37,584,813.33</b>	<b>32,096,323.83</b>	<b>5,488,489.50</b>	<b>17.1%</b>

**TOMBALL ECONOMIC DEVELOPMENT CORPORATION**  
**ACTIVE PROJECT GRANTS (BOARD APPROVED GRANTS)**  
**AS OF SEPTEMBER 30, 2023**

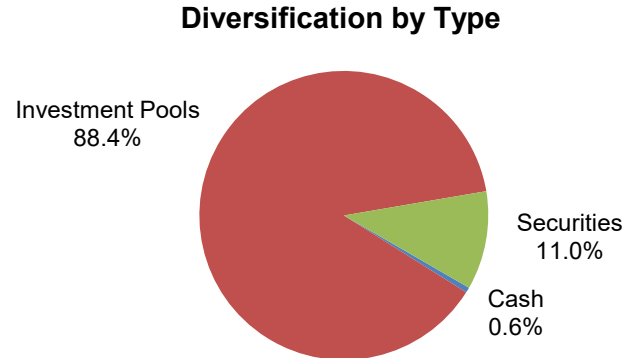
GRANTEE	APPROVED		ADDITIONS/DELETIONS		PAID		REMAINING AMOUNT
	DATE	AMOUNT	EXPIRATION DATE	DATE	AMOUNT	AMOUNT	
Dancing Falls Development, LLC	11/14/2017	50,925.00		1/14/2020	15,277.50		
				3/5/2021	5,092.50		
				9/1/2021	12,731.25		
				3/22/2022	5,092.50		12,731.25
ARC Management, LLC	5/15/2018	186,700.00		12/14/2022	105,646.82		81,053.18
JDR Cable Systems, Inc.	12/17/2019	135,591.00	2/23/2024				135,591.00
Houston Poly Bag I, Ltd	5/28/2020	84,894.00	8/3/2024				84,894.00
The Hutson Group	1/12/2021	48,800.00	3/9/2026	2/28/2023	23,664.00		25,136.00
TECHSICO Wireless	11/9/2021	20,529.00	1/16/2024				20,529.00
GK Hospitality Development, LLC	11/9/2021	105,100.00	7/16/2024				105,100.00
Friends of Tomball Community Library	11/9/2021	47,614.00		1/11/2023	9,856.42		
				2/6/2023	14,748.42		
				3/28/2023	4,817.40		
				6/20/2023	2,455.34		15,736.42
Project Hanks/Macy's Inc.	1/11/2022	580,864.00	3/20/2024				580,864.00
Sip Hip Hooray	5/10/2022	40,545.00		10/11/2022	5,018.85		
				12/13/2022	4,633.23		
				1/10/2023	3,658.36		
				2/27/2023	5,875.01		
				5/16/2023	4,950.72		
				6/27/2023	5,216.73		11,192.10
Clearhope Counseling & Wellness Center, LP	8/2/2022	6,875.00	9/27/2023				6,875.00
Della Casa Pasta LLC	11/15/2022	16,077.00	1/10/2024				16,077.00
Persimmon Global Logistics	1/10/2023	16,920.00	3/11/2025	9/26/2023	12,470.00		4,450.00
Hufsmith-Kohrville Business Park, LLC	1/10/2023	122,722.00	9/11/2024				122,722.00
Church Holdings, Inc.	1/10/2023	426,639.00	9/11/2024				426,639.00
BCS Tomball Main, LLC	1/10/2023	123,094.00	9/11/2024				123,094.00
STUDIO a28, LLC	1/10/2023	4,063.00	3/11/2024				4,063.00
The Garza Agency	9/12/2023	10,000.00	11/11/2024				10,000.00
Total		<u>\$ 2,027,952.00</u>			<u>\$ -</u>	<u>\$ 237,669.85</u>	<u>\$ 1,786,746.95</u>

# TOMBALL ECONOMIC DEVELOPMENT CORPORATION

## QUARTERLY INVESTMENT REPORT

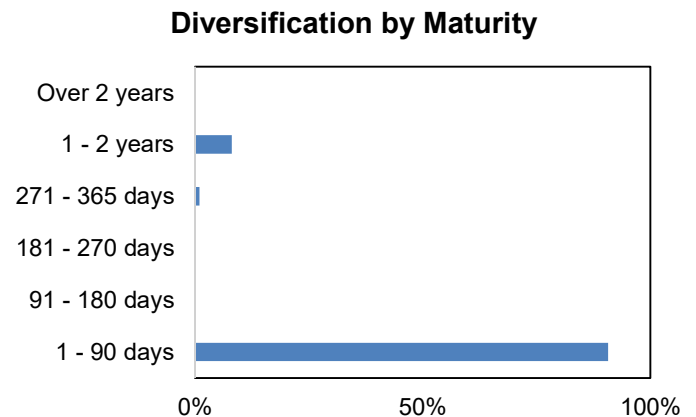
### September 30, 2023

	Market Value		
	6/30/2023	9/30/2023	Change
Cash	\$ 186,879	\$ 143,988	\$ (42,891)
Investment Pools	18,995,814	20,754,794	1,758,980
Securities	3,078,092	2,586,628	(491,464)
<b>Total Portfolio</b>	<b>\$ 22,260,785</b>	<b>\$ 23,485,409</b>	<b>\$ 1,224,624</b>



Safety of principal is the first priority of any Public investing portfolio. The Tomball Economic Development Corporation invests in securities of federal, state and local governments, and investment pools. These investments are in securities with a rating of A-1/P-1 or higher and pools with Standard & Poor's highest rating of AAAM.

	Current Market Value	Percent Portfolio
1 - 90 days	\$ 21,314,256	91%
91 - 180 days	-	0%
181 - 270 days	-	0%
271 - 365 days	252,153	1%
1 - 2 years	1,919,001	8%
Over 2 years	-	0%
<b>Total Portfolio</b>	<b>\$ 23,485,409</b>	



Ensuring adequate liquidity is available to cover all expenditures is the second priority of any public investing program. The Tomball Economic Development Corporation staff forecasts cash flow and matches the maturity of investments with future cash needs. A portion of funds are kept in overnight investments as a buffer for any unexpected expenditures. These overnight investments (TexPool, Texas CLASS) have been performing according to market in terms of yield as well as providing liquidity.

This report is in compliance with the investment strategies as approved and the Public Funds Investment Act.

Katherine Tapscott  
Finance Director



**TOMBALL ECONOMIC DEVELOPMENT CORPORATION**  
**INVESTMENTS IN SECURITIES**  
**9/30/2023**

SECURITY DESCRIPTION		CUSIP NUMBER	MATURITY DATE	COUPON YIELD	PAR VALUE	MARKET VALUE	DAYS AFTER 09/30/23	INDIVIDUAL MARKET VALUE/TOTAL	WAM DAYS x PERCENT	Callable
1	Conroe TX Cert of Obl	2083992X2	11/15/2023	5.000%	\$ 415,000	\$ 415,474	46	16.06%	7	N
2	Royse City Tx Cert of Obl	780860MK5	8/15/2024	5.000%	\$ 250,000	\$ 252,153	320	9.75%	31	N
3	Texas State TXBL- Pub Fin Auth	882724GV3	10/1/2024	3.225%	\$ 500,000	\$ 489,019	367	18.91%	69	N
4	Federal Home Loan Bank	3130AX3R7	3/11/2025	5.580%	\$ 500,000	\$ 499,635	528	19.32%	102	Y
5	Federal Home Loan Bank	3130AMTK8	6/30/2025	1.000%	\$ 1,000,000	\$ 930,347	639	35.97%	230	Y
TOTAL				3.961%	\$ 2,665,000	\$ 2,586,628	380	100.00%	440	

**TOMBALL ECONOMIC DEVELOPMENT CORPORATION**  
**CASH AND CASH EQUIVALENTS**  
**9/30/2023**  
**September 30, 2023**

<b>FUNDS</b>	<b>CASH AND CASH EQUIVALENTS</b>				<b>INVESTMENTS</b>	
<b>MAJOR FUNDS</b>	<b>TEXAS CLASS</b>	<b>TEXPOOL</b>	<b>OPERATING ACCOUNTS</b>	<b>TOTAL CASH AND CASH EQUIVALENTS</b>	<b>TOTAL INVESTMENTS</b>	<b>TOTAL CASH, CASH EQUIVALENTS AND INVESTMENTS</b>
General	\$ 1,032,274	\$ 19,722,520	\$ 143,988	\$ 20,898,782	\$ 2,586,628	\$ 23,485,409
<b>TOTAL</b>	<b>\$ 1,032,274</b>	<b>\$ 19,722,520</b>	<b>\$ 143,988</b>	<b>\$ 20,898,782</b>	<b>\$ 2,586,628</b>	<b>\$ 23,485,409</b>

## Business Improvement Grant Program

<b>Fiscal 2023-2024</b>	<b>Project Amount</b>		<b>TEDC Grant</b>	<b>Date Approved</b>	<b>Date Funded</b>	<b>Amount Funded</b>	<b>\$350,000.00</b>
Beefy Marketing	\$5,295.00	Signage	\$2,500.00	10/2/2023			\$347,500.00
403 Eats (mural)	\$17,550.00	Façade	\$8,775.00	10/4/2023			\$338,725.00
Tejas Chocolate and Barbecue	\$136,108.00	Façade	\$10,000.00	10/11/2023			\$328,725.00
Tejas Chocolate and Barbecue	\$29,000.00	Property	\$10,000.00	10/11/2023			\$318,725.00
GREVIS Properties	\$18,476.65	Property	\$9,238.33	10/17/2023			\$309,486.67
Lawrence Street Health Care Center	\$14,512.37	Façade	\$7,256.18	10/17/2023			\$302,230.49
Lawrence Street Health Care Center	\$7,850.00	Landscape	\$3,925.00	10/17/2023			\$298,305.49
First Community Credit Union	\$59,537.50	Property	\$10,000.00	10/23/2023			\$288,305.49
Holderrieth Commercial Properties	\$11,740.22	Property	\$5,870.11	10/23/2023			\$282,435.38
CKM Properties	\$1,000.00	Signage	\$500.00	10/30/2023			\$281,935.38

\$68,064.62

## Business Improvement Grant Program

<b>Fiscal 2022-2023</b>	<b>Project Amount</b>		<b>TEDC Grant</b>	<b>Date Approved</b>	<b>Date Funded</b>	<b>Amount Funded</b>	<b>\$350,000.00</b>
BK Graham, Ltd	\$30,000.00	Property	\$10,000.00	10/18/2022			\$340,000.00
Ideaco Investments, LLC	\$4,375.00	Façade	\$2,187.50	11/2/2022			\$337,812.50
Ideaco Investments, LLC	\$19,400.00	Property	\$9,700.00	11/2/2022			\$328,112.50
CKM Property Management, Inc.	\$2,170.42	Signage	\$1,085.21	11/9/2022	5/9/2023	\$566.44	\$327,027.29
KJ FIVE, LLC	\$9,173.26	Façade	\$4,586.63	11/9/2022	1/30/2023	\$3,760.05	\$322,440.66
KJ FIVE, LLC	\$1,135.67	Property	\$567.83	11/9/2022	1/30/2023	\$567.83	\$321,872.83
KJ FIVE, LLC	\$5,372.73	Landscape	\$2,686.36	11/22/2022	1/30/2023	\$2,497.23	\$319,186.47
Manna Bread from Heaven	\$2,625.00	Signage	\$1,312.50	11/22/2022	2/6/2023		\$317,873.97
Manna Bread from Heaven	\$15,025.00	Façade	\$7,512.50	11/22/2022	2/6/2023	\$7,512.50	\$310,361.47
Manna Bread from Heaven	\$20,794.44	Landscape	\$10,000.00	11/22/2022	2/6/2023	\$3,369.72	\$300,361.47
Manna Bread from Heaven	\$35,850.00	Property	\$10,000.00	11/22/2022	2/6/2023	\$5,845.83	\$290,361.47
Coats Orthodontics	\$2,868.63	Signage	\$1,434.31	11/22/2022	1/13/2023	\$1,434.31	\$288,927.16
The Bluebonnet Tasting Room	\$16,190.00	Façade	\$8,095.00	11/22/2022	12/22/2022	\$8,095.00	\$280,832.16
The Bluebonnet Tasting Room	\$7,700.00	Property	\$3,850.00	11/22/2022			\$276,982.16
The Bluebonnet Tasting Room	\$625.00	Landscape	\$312.50	11/28/2022	12/14/2022	\$312.50	\$276,669.66
The Bluebonnet Tasting Room	\$2,576.35	Signage	\$1,000.00	11/28/2022	3/2/2023	\$1,000.00	\$275,669.66
Bella Antiques, LLC	\$1,017.55	Signage	\$508.77	11/28/2022			\$275,160.89
The Covey Apparel Company, LLC	\$11,846.00	Façade	\$5,923.00	11/30/2022			\$269,237.89
The Covey Apparel Company, LLC	\$6,722.33	Signage	\$2,500.00	11/30/2022	4/4/2023	\$1,399.50	\$266,737.89
Texas Star Gymnastics	\$1,126.95	Property	\$563.47	12/27/2022	1/30/2023	\$563.47	\$266,174.42
Jonah's Movers, LLC	\$72,214.36	Property	\$10,000.00	1/10/2023	6/27/2023	\$10,000.00	\$256,174.42
Jonah's Movers, LLC	\$14,765.30	Signage	\$1,000.00	1/10/2023	6/27/2023	\$1,000.00	\$255,174.42
BCS Tomball Main, LLC	\$100,625.00	Property	\$10,000.00	1/26/2023			\$245,174.42
Khurram Hafiz	\$2,200.00	Property	\$1,100.00	1/26/2023	3/13/2023	\$1,100.00	\$244,074.42
Texas Professional Building	\$137,430.95	Property	\$10,000.00	3/15/2023	6/14/2023	\$10,000.00	\$234,074.42
SWRT Group, Inc.	\$1,306.60	Signage	\$653.30	3/28/2023	8/8/2023	\$653.30	\$233,421.12
Tubular Products of Texas, Inc.	\$1,306.60	Signage	\$653.30	3/28/2023	8/8/2023	\$653.30	\$232,767.82
Heritage Films, LLC	\$1,306.60	Signage	\$653.30	3/28/2023	8/8/2023	\$653.30	\$232,114.52
Gatewood & Associates	\$1,306.60	Signage	\$653.30	3/28/2023	TERMINATED -		\$231,461.22
Matthew J Coats, DDS, MS, PC	\$1,306.60	Signage	\$653.30	3/28/2023	8/8/2023	\$653.30	\$230,807.92
1 Top Tool	\$25,880.00	Façade	\$10,000.00	3/28/2023			\$220,807.92
Hilltop Tool Rental	\$20,220.00	Property	\$10,000.00	3/28/2023			\$210,807.92
The Nook Grill	\$15,485.00	Façade	\$7,742.50	3/30/2023	6/6/2023	\$7,742.50	\$203,065.42
Pathway Counseling Services	\$1,306.60	Signage	\$653.30	4/4/2023	8/8/2023	\$653.30	\$202,412.12
Beefy Marketing	\$1,306.60	Signage	\$653.30	4/4/2023	8/8/2023	\$653.30	\$201,758.82
CORE Integrated Wealth	\$1,306.60	Signage	\$653.30	4/4/2023	8/8/2023	\$653.30	\$201,105.52
403, LLC	\$205,390.19	MEGA	\$50,000.00	4/12/2023	10/24/2023	\$50,000.00	\$151,105.52

Bluebonnet Therapy Services, PLLC	\$1,306.60	Signage	\$653.30	4/12/2023	8/8/2023	\$596.19	\$150,452.22
Goodson's Café	\$7,395.50	Signage	\$2,500.00	4/12/2023			\$147,952.22
ADIM Media, LLC	\$1,306.60	Signage	\$653.30	4/13/2023	8/8/2023	\$653.30	\$147,298.92
The Hutson Group (307 W Main)	\$19,590.00	Property	\$9,795.00	4/18/2023	9/4/2023	\$7,679.84	\$137,503.92
70/70 Offices, LLC	\$28,620.00	Landscape	\$10,000.00	4/18/2023	6/6/2023	\$10,000.00	\$127,503.92
Willow Wellness, PLLC	\$23,950.00	Property	\$10,000.00	4/18/2023	5/9/2023	\$10,000.00	\$117,503.92
Hufsmith Kohrville Business Park LLC	\$89,465.00	Landscape	\$10,000.00	5/10/2023			\$107,503.92
Hufsmith Kohrville Business Park LLC	\$67,555.00	Signage	\$1,000.00	5/10/2023			\$106,503.92
70/70 Offices, LLC	\$398.33	Façade	\$199.16	5/15/2023	8/22/2023	\$199.16	\$106,304.76
Tubular Products of Texas, Inc.	\$398.33	Façade	\$199.16	5/15/2023	8/8/2023	\$199.16	\$106,105.60
Heritage Films, LLC	\$398.33	Façade	\$199.16	5/15/2023	8/8/2023	\$199.16	\$105,906.44
Gatewood & Associates	\$398.33	Façade	\$199.16	5/15/2023	8/8/2023	\$57.11	\$105,707.28
Matthew J Coats, DDS, MS, PC	\$398.33	Façade	\$199.16	5/15/2023	8/8/2023	\$199.16	\$105,508.12
Pathway Counseling Services	\$398.33	Façade	\$199.16	5/15/2023	8/8/2023	\$199.16	\$105,308.96
Beefy Marketing	\$398.33	Façade	\$199.16	5/15/2023	8/8/2023	\$199.16	\$105,109.80
CORE Integrated Wealth	\$398.33	Façade	\$199.16	5/15/2023	8/8/2023	\$199.16	\$104,910.64
ADIM Media, LLC	\$398.33	Façade	\$199.16	5/15/2023	8/8/2023	\$199.16	\$104,711.48
Persimmon Global Logistics	\$14,350.00	Property	\$7,175.00	5/18/2023	9/26/2023	\$7,175.00	\$97,536.48
Persimmon Global Logistics	\$10,590.00	Landscape	\$5,295.00	5/18/2023	9/26/2023	\$5,295.00	\$92,241.48
Holiday Inn Express & Suites	\$24,000.00	Façade	\$10,000.00	6/19/2023	8/8/2023	\$10,000.00	\$82,241.48
The Nook Grill	\$2,200.00	Property	\$1,100.00	6/20/2023	8/1/2023	\$1,100.00	\$81,141.48
SanRon Investments, LLC	\$32,200.00	Façade	\$10,000.00	6/28/2023	10/10/2023	\$10,000.00	\$71,141.48
Holiday Inn Express & Suites	\$20,690.00	Property	\$10,000.00	6/28/2023	9/4/2023	\$10,000.00	\$61,141.48
Holiday Inn Express & Suites	\$20,009.64	Landscaping	\$10,000.00	6/28/2023	7/11/2023	\$10,000.00	\$51,141.48
SWRT Group, Inc.	\$1,085.00	Façade	\$542.50	7/27/2023	9/26/2023	\$542.50	\$50,598.98
Paradigm Brewing Company, LLC	\$8,424.45	Landscaping	\$4,212.22	8/2/2023	8/22/2023	\$4,212.22	\$46,386.76
Matthew J Coats, DDS, MS, PC	\$3,440.00	Landscaping	\$1,720.00	8/7/2023	8/22/2023	\$1,720.00	\$44,666.76
Ella's Garden	\$7,342.00	Property	\$3,671.00	8/10/2023	9/8/2023	\$3,671.00	\$40,995.76
The Bridal Brocante, LLC	\$700.00	Signage	\$350.00	8/10/2023	10/3/2023	\$350.00	\$40,645.76
Laramie & Co.	\$1,732.00	Signage	\$866.00	8/10/2023	9/26/2023	\$866.00	\$39,779.76
Hoelscher Weatherstrip	\$28,439.22	Landscaping	\$10,000.00	9/7/2023	10/10/2023	\$10,000.00	\$29,779.76
JPH Properties, LLC - 300 Florence	\$1,175.00	Façade	\$587.50	9/7/2023			\$29,192.26
JPH Properties, LLC - 300 Florence	\$3,481.29	Landscape	\$1,740.64	9/7/2023			\$27,451.62
JPH Properties, LLC - 333 S. Cherry St	\$770.00	Façade	\$385.00	9/14/2023			\$27,066.62
JPH Properties, LLC - 333 S. Cherry St	\$432.99	Property	\$216.49	9/14/2023			\$26,850.13
JPH Properties, LLC - 333 S. Cherry St	\$7,775.04	Landscaping	\$3,887.52	9/14/2023			\$22,962.61
JPH Properties, LLC - 333 S. Cherry St	\$170.93	Signage	\$85.46	9/14/2023			\$22,877.15
Worthen Properties, LLC dba Ella's Garden	\$4,125.00	Property	\$2,062.50	9/14/2023			\$20,814.65
The Garza Agency	\$31,060.00	Façade	\$10,000.00	9/29/2023			\$10,814.65
The Garza Agency	\$17,500.00	Property	\$8,750.00	9/29/2023			\$2,064.65
The Garza Agency	\$12,200.00	Landscaping	\$6,100.00	9/29/2023			(\$4,035.35)

The Garza Agency	\$8,990.83	Signage	\$1,000.00	9/29/2023			(\$5,035.35)
Clearhope Counseling	\$1,542.56	Signage	\$771.28	9/29/2023	10/10/2023	\$771.28	(\$5,806.63)

\$1,308,457.55

\$355,806.63

## Old Town Façade Improvement Grant Program

<b>Fiscal 2022-2023</b>	<b>Project Amount</b>	<b>Score</b>	<b>TEDC Grant</b>	<b>Date Approved</b>	<b>Date Funded</b>	<b>Amount Funded</b>	<b>\$250,000.00</b>
Grazeables, LLC	\$40,485.75	37	\$20,242.87	3/15/2023	7/5/2023	\$20,242.87	\$229,757.13
Sylvia's Wood Fire Pizza, LLC	\$95,105.97	46	\$47,552.98	6/28/2023			

- \$40,485.75

\$20,242.87

# Regular Tomball EDC

## Agenda Item

### Data Sheet

**Meeting Date:** November 14, 2023

**Topic:**

Consideration and possible action by Tomball EDC to approve, as a Project of the Corporation, an agreement with T & R Harmon, LLC DBA Craving Kernels, to make direct incentives to, or expenditures for, rental assistance for new or expanded business enterprise to be located at 702 South Persimmon Street, Unit 3A, Tomball, Texas 77375. The estimated amount of expenditures for such Project is \$8,820.00.

- Public Hearing

**Background:**

The Tomball Economic Development Corporation has received a request from Randy Harmon, Co-Owner and Vice President of Craving Kernels for funding assistance through the TEDC's Rental Incentive Program.

Craving Kernels Gourmet Popcorn and Sweet Shoppe is a Tomball based company founded in 2018. They are currently located at 312 Market Street. This location serves as their retail storefront and has been widely successful. In 2022, due to substantial corporate sales they started looking for additional space to manufacture and distribute their product. At that time, they were unable to find a suitable space in Tomball that met their needs. The owners leased a secondary location near Spring to keep up with demand but continued to look for a place to lease in Tomball.

The proposed location is a 2,800 square foot lease space located at 702 South Persimmon Street Unit 3A. They will keep their retail space at 312 Market Street and move their manufacturing/distribution operations to the secondary location at 702 South Persimmon Street. This location will serve as the hub for the retail storefront.

The goal of the TEDC's Rental Incentive Program is to assist in the establishment of new businesses in existing vacant spaces and to stimulate commercial investment in the City of Tomball. In accordance with the Rental Incentive Program Policy, the proposed performance agreement is for 25% of the base monthly rent for the first year of operation only.

The lease agreement that was submitted in conjunction with the request letter shows a three-year lease commitment with a monthly rent amount of \$2,940.00 for the first 12 months. The proposed grant amount is \$8,820.00, payable after the first year of operation based on landlord verification of rents paid and meeting the performance agreement criteria.

Although this project does not create primary jobs, it does promote the development and expansion of business enterprise, which is considered a permissible project as outlined in Texas Economic Development Legislation. If this project is approved, it will go to the Tomball City Council for final approval by resolution at two separate readings.

**Origination:** Randy Harmon, Co-Owner, Craving Kernels Gourmet Popcorn and Sweet Shoppe



**Recommendation:** Staff recommends approval of the proposed Performance Agreement with Craving Kernels Gourmet Popcorn and Sweet Shoppe.

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

**FUNDING (IF APPLICABLE)**

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: ☒ No: ☐ If yes, specify Account Number: #Project Grants

If no, funds will be transferred from account # \_\_\_\_\_ To account # \_\_\_\_\_

Signed	Approved by
Staff Member-TEDC                      Date	Executive Director-TEDC                      Date

November 7, 2024

Tiffani Wooten  
Assistant Director  
Tomball Economic Development Corporation

Good morning,

Craving Kernels Gourmet Popcorn and Sweet Shoppe is a Tomball Texas -based company founded in 2018. Offering Gourmet popcorn, Fudge, Ice Cream, Cookies and Nostalgic candy, our goal from the moment we first opened was to create a fun shopping experience for the entire family.

Since opening our doors we've dedicated ourselves to creating a brand of fun that could extend beyond our front doors and into the local community as well as corporations in the area. We have worked to develop a state of the art fundraising platform, offering schools and charitable organizations to ability raise funds through virtual or door to door fundraisers. Having spent 50 years combined in business we learned firsthand the importance of rewarding employees or the value of a simple thank you for your business to loyal customers. Be it a family shopping experience, a fundraiser or a corporate gift we have worked tirelessly to create a small local business with big business appeal.

Having navigated COVID, a recession and high inflation we consider ourselves to be very stable in the community. However, since opening day we have enjoyed success, our fundraiser and corporate orders have grown. Corporate orders alone have grown from a few hundred bags to sometimes thousands of bags. This growth has necessitated the need for additional space to complete and deliver orders. Tomball is home for our business as well as our family and it seems only natural that Tomball be home to the next phase of Craving Kernels.

We are requesting assistance through the Tomball EDC Rental Incentive Program as a means to expand our staff and operations in Tomball as quickly as possible.

We sincerely appreciate your consideration.

Sincerely



Randy Harmon

Co-Owner

Craving Kernels Gourmet Popcorn and Sweet Shoppe

312 Market St Tomball TX 77375

281-377-3282

## NEW BUSINESS RENTAL INCENTIVE PROGRAM

### PART A –BUSINESS OWNER APPLICATION

The New Business Rental Incentive Program seeks to reduce area vacancies and facilitate the establishment of new businesses in previously underutilized areas of the City. The intent of the program is to facilitate business growth and expansion by assisting businesses in leasing space. All grant award decisions of the Tomball Economic Development Corporation (TEDC) Board of Directors are discretionary and final. Through the Program, the TEDC will provide up to 25% of the base monthly rent for the first year of operation only, not to exceed \$10,000 per business.

#### **Business Owner Applicant Information**

Name of Business: Craving Kernels Gourmet Popcorn & Sweet Shoppe

Current Business Physical Address: 312 Market St

City, State & Zip Tomball TX 77375

Mailing Address: 312 Market St

City, State & Zip Tomball TX 77375

Business Phone: 281-377-3282

Business Website: www.cravingkernels.com

Business Owner Name: Tracey & Randy Harmon

Applicant's Name (if different): Randy Harmon

Position /Title: Owner/Co Owner

Phone and Email: 832-557-8127 info@cravingkernels.com

Nature of Business: Popcorn and Candy Store

NAICS Code: 31135

Legal Form of Business:

- ☐ Sole Proprietor
- ☐ Partnership Number of Partners \_\_\_\_\_
- ☐ Corporation
- ☒ Limited Liability Corp
- ☐ Other \_\_\_\_\_

Business Start/Opening Date \_\_\_\_\_

Days and Hours of Operation

Days Open: 7 Days

Hours Open: \_\_\_\_\_

Sun, Mon, Tues 11:00 am - 5:00 PM

Wed, Thur, Fri 11:00 -7:00

Sat 10:00 am - 8:00

## Employees

Full Time Employees (40 hours per week): 5

Part Time Employees (less than 40 hours per week): 2

Does the Business Owner Have any Relationship to the Property Owner/Landlord?

No ☒ Yes ☐ (please explain)

## Moving and Space Improvement Cost and Funding Information

### Investment Data

Tenant Space Improvement (finish)	\$ <u>60,000</u>
Landlord Space Improvement (finish)	\$ <u></u>
Equipment and Display	\$ <u>25,000</u>
Product Stock (for Opening)	\$ <u>\$5,000.00</u>
Marketing (First Year)	\$ <u>20,000</u>

### Sources of Funding for Move/Expansion

Funds invested by owner	\$ <u>110,000</u>
Funds from other sources*	\$ <u></u>
Total estimated cost to move/expand	\$ <u>110,000</u>

\* Source of Funding and Amounts

## New Lease Property Information

Address of space to be leased: 702 Persimmon St Unit 3A

Total amount of square feet to be leased and occupied: 2800

Term of lease (minimum 3 years): 3 years

Gross rental rate \$ 2,940 per month \$ 1.05 per s.f.

Additional lease terms and other monthly charges: 2025 \$3,080 Mo. 2026 \$3,220 Mo

Indicate any rate increases:

**FINANCIAL NEED DEMONSTRATION:** Acceptance into the Rental Incentive Program requires an acceptable explanation of financial need. Use the lines below to explain why and how the rent subsidy is an important factor in opening your business.

Craving Kernels is growing and looking to add an additional facility in Tomball to serve as a production fulfillment facility. .  
~~This new location will be responsible for producing and fulfillment of larger corporate orders as well as wholesale orders. In~~  
 addition to marketing campaigns, we will be adding equipment as well as employees to to better complete and manage orders.  
 We would be very grateful for any assistance the Economic Development Council could provide.

Explain how your business will benefit and enhance the area in which you are locating and how your business will complement other businesses within the area:

Craving Kernels is a family friendly store with something for every pallet. We also serve clients nationwide. Our  
 Houston centric clients will get to see Tomball when picking up orders and hopefully bring the entire family back for  
 future visits.

## Certification

By signing below, the Business Owner of record (applicant) understands and agrees to the following:

1. All information contained in this application, the attached exhibits and other materials submitted in connection with this application are true and accurate to the best of the business owner's knowledge. Business owner understands and agrees that false or untruthful information may be grounds for the TEDC to stop processing this application or to withdraw any approval previously obtained based in whole or in part on such false or untruthful statements.
2. The TEDC is under no obligation to approve the request contained in the application. No promises of approval are conveyed with the acceptance of this application.
3. All tax obligations to the City of Tomball are current.
4. The business is currently in good standing with the City, and has no pending municipal code violations.
5. The business is not currently occupying the space with or without a lease in place.
6. The APPLICANT hereby certifies that the APPLICANT does not and will not knowingly employ an undocumented worker. An "undocumented worker" shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States; or (b) authorized under the law to be employed in that manner in the United States. APPLICANT understands and agrees that if, after receiving a Grant, APPLICANT is convicted of a violation under 8 U.S.C. Section 1324a(f), the APPLICANT shall be required to reimburse to the TEDC the grant amount received. Payments must be paid in full within thirty (30) days after the date of written notification by the TEDC. The form of such payment shall be a cashier's check or money order, made payable to the Tomball Economic Development Corporation. The TEDC has the right to recover court costs and reasonable attorney's fees as a result of any civil action required to recover such repayment.

\_\_\_\_**Randy Harmon**\_\_\_\_

Printed Name of Principal Owner

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Please submit the completed application along with a copy of the Proposed Lease Agreement to:**

Kelly Violette

Tomball Economic Development Corporation

29201 Quinn Road, Suite B

Tomball, TX 77375

**For further questions about the Program, please contact Kelly Violette, Executive Director, at 281.401.4086 or [kviolette@tomballtxedc.org](mailto:kviolette@tomballtxedc.org).**



## NEW BUSINESS RENTAL INCENTIVE PROGRAM

### PART B – PROPERTY OWNER/LANDLORD APPLICATION

**Complete all items carefully and accurately to the best of your knowledge and return with a copy of Proof of Ownership to:**

Kelly Violette  
 Tomball Economic Development Corporation  
 29201 Quinn Road, Suite B  
 Tomball, TX 77375

Property Address: 702 S. Persimmon St., Unit 3A, Tomball, TX 77375

Property Owner of Record: Persimmon Development Partners, LLC

Mailing Address: 6811 Theall Rd., Suite A

City, State & Zip Houston, TX 77066

Phone: 281.893.0179

Email: elena@arconstruction.net

Name(s) of Authorized Signatories: Arnold Rodriguez

Name of Management Company: same as above

Name of Representative/Contact Person: Elena Milsop

Management Company Address: 6811 Theall Rd., Suite A

City, State & Zip Houston, TX 77066

Phone: 281.893.0179

Email: elena@arconstruction.net

Name of proposed business at site:

Craving Kernels LLC

Name of business owner:

Randall and Tracey Harmon

DOES THE BUSINESS OWNER OR THE BUSINESS HAVE ANY RELATIONSHIP TO THE  
 PROPERTY OWNER/LANDLORD? NO ☒ YES ☐ Please explain

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**SITE & LEASE INFORMATION**

Total amount of square feet to be leased and occupied by business: 2800

Term of lease: 3 years

Gross rental rate \$2,940 per month \$1.05 per s.f.

Additional lease terms and other monthly charges: year 2 monthly rate-\$3,080.00;  
year 3 monthly rate-\$3,220.00

Indicate any rate increases: see above

Is the subject space currently vacant? Yes ☐ No ☒

If yes, how long has the space been vacant? n/a months

Name of previous tenant: n/a

Previous Rental Rate: \$n/a Per Month \$n/a Per Square Foot

**CERTIFICATIONS**

**Are all real estate and personal property taxes due the City of Tomball paid in full?**

Subject Property: YES ☒ NO ☐ (Please explain on supplemental sheet)

Other Properties: YES ☒ NO ☐ N/A ☐

**Are all City of Tomball water and sewer bills due paid in full?**

Subject Property: YES ☒ NO ☐ (Please explain on supplemental sheet)

Other Properties: YES ☒ NO ☐ N/A ☐

**Have you been cited for any existing zoning, building or property maintenance code violations that remain uncorrected?**

Subject Property: YES ☐ NO ☒ (Please explain on supplemental sheet)

Other Properties: YES ☐ NO ☒ N/A ☐

**Are you involved in any litigation with the City of Tomball?**

☐ YES (Please explain on supplemental sheet)

☒ NO



**By signing below, the Landlord/Property Owner of record understands and agrees to the following:**

1. All information contained in this application, the attached exhibits and other materials submitted in connection with this application are true and accurate to the best of the land owner's knowledge. Landowner understands and agrees that false or untruthful information may be grounds for the TEDC to stop processing this application or to withdraw any approval previously obtained based in whole or in part on such false or untruthful statements.
2. The TEDC is under no obligation to approve the request contained in the application. No promises of approval are conveyed with the acceptance of this application.
3. All tax obligations to the City of Tomball are current.
4. The property is currently in good standing with the City, and has no pending municipal code violations.
5. The business is not currently occupying the space with or without a lease in place.

**Arnold Rodriguez**

Printed Name of Property Owner/Landlord

*Arnold Rodriguez*

Signature

**11/07/2023**

Date

## COMMERCIAL LEASE

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.  
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CONCERNING THE LEASED PREMISES AT 702 South Persimmon Street, Unit 3A, Tomball, TX 77375  
between Arnold Rodriguez (Landlord)  
and T & R Harmon, LLC DBA Craving Kernels (Tenant).

### Table of Contents

No.	Paragraph Description	Pg.	ADDENDA & EXHIBITS (check all that apply)
1.	Parties .....	2	<input type="checkbox"/> Exhibit A-Insurance Requirements
2.	Leased Premises .....	2	<input type="checkbox"/> Exhibit _____
3.	Term .....	2	<input type="checkbox"/> Exhibit _____
4.	Rent and Expenses.....	3	<input type="checkbox"/> Commercial Property Condition Statement (TXR-1408)
5.	Security Deposit.....	5	<input checked="" type="checkbox"/> Commercial Lease Addendum for Broker's Fee (TXR-2102)
6.	Taxes.....	6	<input type="checkbox"/> Commercial Lease Addendum for Option to Extend Term (TXR-2104)
7.	Utilities .....	6	<input type="checkbox"/> Commercial Lease Addendum for Tenant's Right of First Refusal (TXR-2105)
8.	Insurance.....	7	<input type="checkbox"/> Commercial Lease Addendum for Percentage Rent (TXR-2106)
9.	Use and Hours.....	7	<input checked="" type="checkbox"/> Commercial Lease Addendum for Parking (TXR-2107)
10.	Legal Compliance .....	7	<input checked="" type="checkbox"/> Commercial Landlord's Rules and Regulations (TXR-2108)
11.	Signs.....	8	<input type="checkbox"/> Commercial Lease Guaranty (TXR-2109)
12.	Access by Landlord.....	8	<input type="checkbox"/> Commercial Lease Addendum for Tenant's Option for Additional Space (TXR-2110)
13.	Move-In Condition.....	9	<input type="checkbox"/> Commercial Lease Construction Addendum (TXR-2111) or (TXR-2112)
14.	Move-Out Condition .....	9	<input type="checkbox"/> Commercial Lease Addendum for Contingencies (TXR-2119)
15.	Maintenance and Repairs .....	9	<input checked="" type="checkbox"/> Information About Brokerage Services (TXR-2501)
16.	Alterations.....	11	<input type="checkbox"/> _____
17.	Liens .....	11	<input type="checkbox"/> _____
18.	Liability.....	11	<input type="checkbox"/> _____
19.	Indemnity .....	11	<input type="checkbox"/> _____
20.	Default .....	11	
21.	Abandonment, Interruption of Utilities, Removal of Property and Lockout.....	12	
22.	Holdover .....	12	
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(TXR-2101) 07-08-22 Initialed for Identification by Landlord:   and Tenant:

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## COMMERCIAL LEASE

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### 1. PARTIES: The parties to this lease are:

Landlord: Arnold Rodriguez; and  
Tenant: T & R Harmon, LLC DBA Craving Kernels.

### 2. LEASED PREMISES:

A. Landlord leases to Tenant the following described real property, known as the "leased premises," along with all its improvements (Check only one box):

☒ (1) Multiple-Tenant Property: Suite or Unit Number 3A containing approximately 2,800 square feet of rentable area ("rsf") in Persimmon Properties (project name) at 702 South Persimmon Street, Unit 3A (address) in Tomball (city), Harris (county), Texas, which is legally described on attached Exhibit LT 3 BLK 2 VAZQUEZ-PHOENIX or as follows:

☐ (2) Single-Tenant Property: The real property containing approximately \_\_\_\_\_ square feet of rentable area ("rsf") at: \_\_\_\_\_ (address) in \_\_\_\_\_ (city), \_\_\_\_\_ (county), Texas, which is legally described on attached Exhibit \_\_\_\_\_ or as follows: \_\_\_\_\_

B. If Paragraph 2A(1) applies:

- (1) "Property" means the building or complex in which the leased premises are located, inclusive of any common areas, drives, parking areas, and walks; and
- (2) the parties agree that the rentable area of the leased premises may not equal the actual or useable area within the leased premises and may include an allocation of common areas in the Property. The rentable area ☐ will ☒ will not be adjusted if re-measured.

### 3. TERM:

A. Term: The term of this lease is 36 months and 14 days, commencing on: 12/18/2023 (Commencement Date) and ending on 12/31/2026 (Expiration Date).

B. Delay of Occupancy: If Tenant is unable to occupy the leased premises on the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially complete or a prior tenant's holding over of the leased premises, Landlord will not be liable to Tenant for

such delay and this lease will remain enforceable. In the event of such a delay, the Commencement Date will automatically be extended to the date Tenant is able to occupy the Property and the Expiration Date will also be extended by a like number of days, so that the length of this lease remains unchanged. If Tenant is unable to occupy the leased premises after the 90th day after the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially complete or a prior tenant's holding over of the leased premises, Tenant may terminate this lease by giving written notice to Landlord before the leased premises become available to be occupied by Tenant and Landlord will refund to Tenant any amounts paid to Landlord by Tenant. This Paragraph 3B does not apply to any delay in occupancy caused by cleaning or repairs.

- C. Certificate of Occupancy: Unless the parties agree otherwise, Tenant is responsible for obtaining a certificate of occupancy for the leased premises if required by a governmental body.

#### 4. RENT AND EXPENSES:

- A. Base Monthly Rent: On or before the first day of each month during this lease, Tenant will pay Landlord base monthly rent as described on attached Exhibit \_\_\_\_\_ or as follows:

Dates		Rate per rentable square foot (optional)		Base Monthly Rent \$
From	To	\$ Monthly Rate	\$ Annual Rate	
12/18/2023	12/31/2023	1.05 / rsf / month	/ rsf / year	1,327.74
01/01/2024	12/31/2024	1.05 / rsf / month	/ rsf / year	2,940.00
01/01/2025	12/31/2025	1.10 / rsf / month	/ rsf / year	3,080.00
01/01/2026	12/31/2026	1.15 / rsf / month	/ rsf / year	3,220.00
		/ rsf / month	/ rsf / year	
		/ rsf / month	/ rsf / year	

- B. Additional Rent: In addition to the base monthly rent, Tenant will pay Landlord the expense reimbursement detailed in Paragraph 4J (if applicable) and all other amounts, as provided by the attached (Check all that apply.):

- ☐ (1) Commercial Lease Addendum for Percentage Rent (TXR-2106)  
☐ (2) Commercial Lease Addendum for Parking (TXR-2107)  
☐ (3) \_\_\_\_\_

All amounts payable under the applicable addenda are deemed to be "rent" for the purposes of this lease.

- C. First Full Month's Rent: The first full monthly rent is due on or before \_\_\_\_\_ At lease execution

- D. Prorated Rent: If the Commencement Date is on a day other than the first day of a month, Tenant will pay Landlord as prorated rent, an amount equal to the base monthly rent multiplied by the following fraction: the number of days from the Commencement Date to the first day of the following month divided by the number of days in the month in which this lease commences. The prorated rent is due on or before the Commencement Date.

- E. Place of Payment: Tenant will remit all amounts due to Landlord under this lease to the following person at the place stated or to such other person or place as Landlord may later designate in writing:

Name: Persimmon Development Partners, LLC

Address: 6811 Theall Rd., Suite A, Houston, Texas 77066



- F. Method of Payment: Tenant must pay all rent timely without demand, deduction, or offset, except as permitted by law or this lease. If Tenant fails to timely pay any amounts due under this lease or if any check of Tenant is returned to Landlord by the institution on which it was drawn, Landlord after providing written notice to Tenant may require Tenant to pay subsequent amounts that become due under this lease in certified funds. This paragraph does not limit Landlord from seeking other remedies under this lease for Tenant's failure to make timely payments with good funds.
- G. Late Charges: If Landlord does not actually receive a rent payment at the designated place of payment within 5 days after the date it is due, Tenant will pay Landlord a late charge equal to 10% of the amount due. In this paragraph, the mailbox is not the agent for receipt for Landlord. The late charge is a cost associated with the collection of rent and Landlord's acceptance of a late charge does not waive Landlord's right to exercise remedies under Paragraph 20.
- H. Returned Checks: Tenant will pay \$ 50.00 for each check Tenant tenders to Landlord which is returned by the institution on which it is drawn for any reason, plus any late charges until Landlord receives payment.
- I. Application of Funds: Regardless of any notation on a payment, Landlord may apply funds received from Tenant first to any non-rent obligations of Tenant, including but not limited to: late charges and returned check charges, repairs, brokerage fees, periodic utilities and thereafter to rent.

*(Check box only if Tenant reimburses Landlord for some or all expenses. Do not check for "gross" leases.)*

- ☐ J. Expense Reimbursement. In addition to base monthly rent stated in Paragraph 4A, Tenant will pay Landlord the expense reimbursement described in this Paragraph 4J. Tenant will pay the expense reimbursement as additional rent each month at the time the base-monthly rent is due. All amounts payable under this Paragraph 4J are deemed to be "rent" for the purposes of this lease.
- ☐ (1) Reimbursable Periods. Additional rent under this Paragraph 4J is due for all months listed in the chart in Paragraph 4A, even if the base monthly rent is zero.

(2) Definitions:

- (a) "Tenant's pro rata share" is \_\_\_\_\_ %.
- (b) "CAM" means all of Landlord's expenses reasonably incurred to maintain, repair, operate, manage, and secure the Property (for example, security, lighting, painting, cleaning, decorations, utilities, trash removal, pest control, promotional expenses, and other expenses reasonably related the Property's operations); including all expenses incurred by Landlord under Paragraph 15, but not including expenses for structural components and roof replacement; CAM does not include capital expenditures, interest, depreciation, tenant improvements, insurance, taxes, or brokers' leasing fees. Notwithstanding the foregoing, CAM does include the amortized costs incurred by Landlord in making capital improvements or other modifications to the Property to the extent such improvements or modifications reduce CAM overall. These costs will be amortized over the useful life of the improvement or modification on a straight-line basis; however, in no event will the charge for such amortization included in CAM exceed the actual reduction in CAM achieved by the improvements and modifications.
- (c) "Insurance" means Landlord's costs to insure the leased premises and the Property including but not limited to insurance for casualty loss, general liability, and reasonable rent loss.
- (d) "Taxes" means the real property ad valorem taxes assessed against the leased premises and Property inclusive of all general and special assessments and surcharges.

- (e) **"Structural"** means all of Landlord's expenses reasonably incurred to maintain, repair, and replace the roof, foundation, exterior walls, load bearing walls and other structural components of the Property.
- (f) **"Roof"** means all roofing components including, but not limited to decking, flashing, membrane, and skylights.

(3). **Method:** The additional rent under this Paragraph 4J will be computed under the following method (Check only one box): *Note: "CAM" does not include taxes and insurance costs.*

- ☐ (a) **Base-year expenses:** Each month Tenant will pay Tenant's pro rata share of the projected monthly expenses for the Property that exceed the amount of the monthly base-year expenses for the calendar year \_\_\_\_\_ for: ☐ taxes; ☐ insurance; ☐ CAM; ☐ structural; and ☐ \_\_\_\_\_
- ☐ (b) **Expense-stop:** Each month Tenant will pay Tenant's pro rata share of the projected monthly expenses for the Property that exceed \$ \_\_\_\_\_ per square foot per year for: ☐ taxes; ☐ insurance; ☐ CAM; ☐ structural; ☐ roof replacement; and ☐ \_\_\_\_\_
- ☐ (c) **Net:** Each month Tenant will pay Tenant's pro rata share of the projected monthly expenses for the Property for: ☐ taxes; ☐ insurance; ☐ CAM; ☐ structural; ☐ roof replacement; and ☐ \_\_\_\_\_
- (4) **Projected Monthly Expenses:** On or about December 31 of each calendar year, Landlord will project the applicable monthly expenses (those that Tenant is to pay under this lease) for the following calendar year and will notify Tenant of the projected expenses. The projected expenses are based on Landlord's estimates of such expenses. The actual expenses may vary.

**Notice:** The applicable projected expenses at the time the lease commences are shown in the table below. The total area of the Property presently used by Landlord for calculating expense reimbursements is \_\_\_\_\_ rentable square feet (including any add on factor for common areas).

Projected Expenses	
\$ Monthly Rate	\$ Annual Rate
/ rsf / month	/ rsf / year

- (5) **Reconciliation:** Within 120 days after the end of each calendar year, Landlord will notify Tenant of the actual costs of the applicable expenses (those that Tenant is to pay under this lease) for the previous year. If the actual costs of the applicable expenses exceed the amounts paid or owed by Tenant for the previous year, Tenant must pay the deficient amount to Landlord within 30 days after Landlord notifies Tenant of the deficient amount. If the actual costs of the applicable expenses are less than the amounts paid by Tenant for the previous year, Landlord will refund the excess to Tenant or will credit the excess to Tenant's next rent payment(s). Tenant may audit or examine those items in Landlord's records that relate to Tenant's obligations under this Paragraph 4J. Landlord will promptly refund to Tenant any overpayment revealed by an audit or examination. If the audit or examination reveals an error of more than 5% over the amounts Landlord collected in a calendar year from Tenant under this lease, Landlord will pay the reasonable cost of the audit or examination. Landlord may not seek a deficiency from Tenant under this paragraph if Landlord fails to timely provide the required notice.

**5. SECURITY DEPOSIT:**

- A. Upon execution of this lease, Tenant will pay \$ 3,220.00 to Landlord as a security deposit.
- B. Landlord may apply the security deposit to any amounts owed by Tenant under this lease. If Landlord applies any part of the security deposit during any time this lease is in effect to amounts owed by Tenant, Tenant must, within 10 days after receipt of notice from Landlord, restore the security deposit to the amount stated.
- C. Within 60 days after Tenant surrenders the leased premises and provides Landlord written notice of Tenant's forwarding address, Landlord will refund the security deposit less any amounts applied toward amounts owed by Tenant or other charges authorized by this lease.

- 6. TAXES:** Unless otherwise agreed by the parties, Landlord will pay all real property ad valorem taxes assessed against the leased premises. Tenant waives all rights to protest the appraised value of the leased premises and the Property, or appeal the same and all rights to receive notices of reappraisal set forth in sections 41.413 and 42.015 of the Texas Tax Code.

**7. UTILITIES:**

- A. The party designated below will pay for the following utility charges to the leased premises and any connection charges for the utilities. *(Check all that apply.)*

	<u>N/A</u>	<u>Landlord</u>	<u>Tenant</u>
(1) Water	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(2) Sewer	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(3) Electric	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(4) Gas	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(5) Telephone	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(6) Internet	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(7) Cable	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(8) Trash	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(9) <u>N/A</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(10) All other utilities	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

- B. The party responsible for the charges under Paragraph 7A will pay the charges directly to the utility service provider. The responsible party may select the utility service provider, except that if Tenant selects the provider, any access or alterations to the Property or leased premises necessary for the utilities may be made only with Landlord's prior consent, which Landlord will not unreasonably withhold. If Landlord incurs any liability for utility or connection charges for which Tenant is responsible to pay and Landlord pays such amount, Tenant will immediately upon written notice from Landlord reimburse Landlord such amount.
- C. **Notice:** Tenant should determine if all necessary utilities are available to the leased premises and are adequate for Tenant's intended use.
- D. **After-Hours HVAC Charges:** "HVAC services" mean heating, ventilating, and air conditioning of the leased premises. *(Check one box only.)*
- ☐ (1) Landlord is obligated to provide the HVAC services to the leased premises only during the Property's operating hours specified under Paragraph 9C.

☐ (2) Landlord will provide the HVAC services to the leased premises during the operating hours specified under Paragraph 9C for no additional charge and will, at Tenant's request, provide HVAC services to the leased premises during other hours for an additional charge of \$\_\_\_\_\_ per hour. Tenant will pay Landlord the charges under this paragraph immediately upon receipt of Landlord's invoice. Hourly charges are charged on a half-hour basis. Any partial hour will be rounded up to the next half hour. Tenant will comply with Landlord's procedures to make a request to provide the additional HVAC services under this paragraph.

☒ (3) Tenant will pay for the HVAC services under this lease.

## 8. INSURANCE:

A. During all times this lease is in effect, Tenant must, at Tenant's expense, maintain in full force and effect from an insurer authorized to operate in Texas:

(1) commercial general liability insurance naming Landlord as an additional insured with policy limits on an occurrence basis in a minimum amount of: *(check only (a) or (b) below)*

☐ (a) \$1,000,000; or

☐ (b) \$2,000,000.

If neither box is checked the minimum amount will be \$1,000,000.

(2) personal property damage insurance for the business operations being conducted in the leased premises and contents in the leased premises in an amount sufficient to replace such contents after a casualty loss; and

☐ (3) business interruption insurance sufficient to pay 12 months of rent payments.

B. Before the Commencement Date, Tenant must provide Landlord with a copy of insurance certificates evidencing the required coverage. If the insurance coverage is renewed or changes in any manner or degree at any time this lease is in effect, Tenant must, not later than 10 days after the renewal or change, provide Landlord a copy of an insurance certificate evidencing the renewal or change.

C. If Tenant fails to maintain the required insurance in full force and effect at all times this lease is in effect, Landlord may:

(1) purchase insurance that will provide Landlord the same coverage as the required insurance and Tenant must immediately reimburse Landlord for such expense; or

(2) exercise Landlord's remedies under Paragraph 20.

D. Unless the parties agree otherwise, Landlord will maintain in full force and effect insurance for: (1) fire and extended coverage in an amount to cover the reasonable replacement cost of the improvements of the Property; and (2) any commercial general liability insurance in an amount that Landlord determines reasonable and appropriate.

E. If there is an increase in Landlord's insurance premiums for the leased premises or Property or its contents that is caused by Tenant, Tenant's use of the leased premises, or any improvements made by or for Tenant, Tenant will, for each year this lease is in effect, pay Landlord the increase immediately after Landlord notifies Tenant of the increase. Any charge to Tenant under this Paragraph 8E will be equal to the actual amount of the increase in Landlord's insurance premium.

## 9. USE AND HOURS:

A. Tenant may use the leased premises for the following purpose and no other: General office and warehouse  
use.



- B. Unless otherwise specified in this lease, Tenant will operate and conduct its business in the leased premises during business hours that are typical of the industry in which Tenant represents it operates.
- C. The Property maintains operating hours of (*specify hours, days of week, and if inclusive or exclusive of weekends and holidays*): Typical hours for Tenant's business
- \_\_\_\_\_
- \_\_\_\_\_

## 10. LEGAL COMPLIANCE:

- A. Tenant may not use or permit any part of the leased premises or the Property to be used for:
- (1) any activity which is a nuisance or is offensive, noisy, or dangerous;
  - (2) any activity that interferes with any other tenant's normal business operations or Landlord's management of the Property;
  - (3) any activity that violates any applicable law, regulation, zoning ordinance, restrictive covenant, governmental order, owners' association rules, tenants' association rules, Landlord's rules or regulations, or this lease;
  - (4) any hazardous activity that would require any insurance premium on the Property or leased premises to increase or that would void any such insurance;
  - (5) any activity that violates any applicable federal, state, or local law, including but not limited to those laws related to air quality, water quality, hazardous materials, wastewater, waste disposal, air emissions, or other environmental matters;
  - (6) the permanent or temporary storage of any hazardous material; or
  - (7) No outside storage
- B. "Hazardous material" means any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, solvent, or oil as defined by any federal, state, or local environmental law, regulation, ordinance, or rule existing as of the date of this lease or later enacted.
- C. Landlord does not represent or warrant that the leased premises or Property conform to applicable restrictions, zoning ordinances, setback lines, parking requirements, impervious ground cover ratio requirements, and other matters that may relate to Tenant's intended use. Tenant must satisfy itself that the leased premises may be used as Tenant intends by independently investigating all matters related to the use of the leased premises or Property. Tenant agrees that it is not relying on any warranty or representation made by Landlord, Landlord's agent, or any broker concerning the use of the leased premises or Property.

## 11. SIGNS:

- A. Tenant may not post or paint any signs or place any decoration outside the leased premises or on the Property without Landlord's written consent. Landlord may remove any unauthorized sign or decorations, and Tenant will promptly reimburse Landlord for its cost to remove any unauthorized sign or decorations.
- B. Any authorized sign must comply with all laws, restrictions, zoning ordinances, and any governmental order relating to signs on the leased premises or Property. Landlord may temporarily remove any authorized sign to complete repairs or alterations to the leased premises or the Property.
- C. By providing written notice to Tenant before this lease ends, Landlord may require Tenant, upon move-out and at Tenant's expense, to remove, without damage to the Property or leased premises, any or all signs or decorations that were placed on the Property or leased premises by or at the request of Tenant. Any signs or decorations that Landlord does not require Tenant to remove and that are fixtures, become the property of the Landlord and must be surrendered to Landlord at the time this lease ends.

**12. ACCESS BY LANDLORD:**

- A. During Tenant's normal business hours Landlord may enter the leased premises for any reasonable purpose, including but not limited to purposes for repairs, maintenance, alterations, and showing the leased premises to prospective tenants or purchasers. Landlord may access the leased premises after Tenant's normal business hours if: (1) entry is made with Tenant's permission; or (2) entry is necessary to complete emergency repairs. Landlord will not unreasonably interfere with Tenant's business operations when accessing the leased premises.
- B. During the last 90 days of this lease, Landlord may place a "For Lease" or similarly worded sign on the leased premises.

**13. MOVE-IN CONDITION:** Tenant has inspected the leased premises and accepts it in its present (as-is) condition unless expressly noted otherwise in this lease or in an addendum. Landlord and any agent have made no express or implied warranties as to the condition or permitted use of the leased premises or Property.

**14. MOVE-OUT CONDITION AND FORFEITURE OF TENANT'S PERSONAL PROPERTY:**

- A. At the time this lease ends, Tenant will surrender the leased premises in the same condition as when received, except for normal wear and tear. Tenant will leave the leased premises in a clean condition free of all trash, debris, personal property, hazardous materials, and environmental contaminants.
- B. If Tenant leaves any personal property in the leased premises after Tenant surrenders possession of the leased premises, Landlord may: (1) require Tenant, at Tenant's expense, to remove the personal property by providing written notice to Tenant; or (2) retain such personal property as forfeited property to Landlord.
- C. "Surrender" means vacating the leased premises and returning all keys and access devices to Landlord. "Normal wear and tear" means deterioration that occurs without negligence, carelessness, accident, or abuse.
- D. By providing written notice to Tenant before this lease ends, Landlord may require Tenant, upon move-out and at Tenant's expense, to remove, without damage to the Property or leased premises, any or all fixtures that were placed on the Property or leased premises by or at the request of Tenant. Any fixtures that Landlord does not require Tenant to remove become the property of the Landlord and must be surrendered to Landlord at the time this lease ends.

**15. MAINTENANCE AND REPAIRS:**

- A. Cleaning: Tenant must keep the leased premises clean and sanitary and promptly dispose of all garbage in appropriate receptacles. ☐ Landlord ☒ Tenant will provide, at its expense, janitorial services to the leased premises that are customary and ordinary for the property type. Tenant will maintain any grease trap on the Property which Tenant uses, including but not limited to periodic emptying and cleaning, as well as making any modification to the grease trap that may be necessary to comply with any applicable law.
- B. Repairs of Conditions Caused by a Party: Each party must promptly repair a condition in need of repair that is caused, either intentionally or negligently, by that party or that party's guests, patrons, invitees, contractors or permitted subtenants.
- C. Repair and Maintenance Responsibility: Except as otherwise provided by this Paragraph 15, the party designated below, at its expense, is responsible to maintain and repair the following specified items in the leased premises (if any). The specified items must be maintained in clean and good operable

condition. If a governmental regulation or order requires a modification to any of the specified items, the party designated to maintain the item must complete and pay the expense of the modification. The specified items include and relate only to real property in the leased premises. Tenant is responsible for the repair and maintenance of its personal property. (Check all that apply.)

	N/A	Landlord	Tenant
(1) Foundation, exterior walls, and other structural components.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(2) Roof replacement.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(3) Roof repair.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(4) Glass and windows.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(5) Fire protection equipment .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(6) Fire sprinkler systems.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(7) Exterior and overhead doors, including closure devices, molding, locks, and hardware.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(8) Grounds maintenance, including landscaping and irrigation systems.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(9) Interior doors, including closure devices, frames, molding, locks, and hardware.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(10) Parking areas and walks.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(11) Plumbing systems, drainage systems and sump pumps.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(12) Electrical systems, mechanical systems.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(13) Ballast and lamp replacement.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(14) Heating, Ventilation and Air Conditioning (HVAC) systems.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(15) HVAC system replacement.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(16) Signs and lighting: .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(a) Pylon.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Fascia.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) Monument.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) Door/Suite.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(e) Directional.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(f) Other: .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(17) Extermination and pest control, excluding wood-destroying insects..	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(18) Fences and Gates.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(19) Storage yards and storage buildings.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(20) Wood-destroying insect treatment and repairs.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(21) Cranes and related systems.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(22) .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(23) .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(24) All other items and systems.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

D. Repair Persons: Repairs must be completed by trained, qualified, and insured repair persons.

E. HVAC Service Contract: If Tenant maintains the HVAC system under Paragraph 15C(14), Tenant ☒ is ☐ is not required to maintain, at its expense, a regularly scheduled maintenance and service contract for the HVAC system. The maintenance and service contract must be purchased from a HVAC maintenance company that regularly provides such contracts to similar properties. If Tenant fails to maintain a required HVAC maintenance and service contract in effect at all times during this lease, Landlord may do so and Tenant will reimburse Landlord for the expense of such maintenance and service contract or Landlord may exercise Landlord's remedies under Paragraph 20.

- F. **Common Areas:** Landlord will maintain any common areas in the Property in a manner as Landlord determines to be in the best interest of the Property. Landlord will maintain any elevator and signs in the common area. Landlord may change the size, dimension, and location of any common areas, or allocate areas for short term or reserved parking for specific tenants, provided that such change does not materially impair Tenant's use and access to the leased premises. Tenant has the non-exclusive license to use the common areas in compliance with Landlord's rules and regulations. Tenant may not solicit any business in the common areas or interfere with any other person's right to use the common areas. This paragraph does not apply if Paragraph 2A(2) applies.
- G. **Notice of Repairs:** Tenant must promptly notify Landlord of any item that is in need of repair and that is Landlord's responsibility to repair. All requests for repairs to Landlord must be in writing.
- H. **Failure to Repair:** Landlord must make a repair for which Landlord is responsible within a reasonable period of time after Tenant provides Landlord written notice of the needed repair. If Tenant fails to repair or maintain an item for which Tenant is responsible within 10 days after Landlord provides Tenant written notice of the needed repair or maintenance, Landlord may: (1) repair or maintain the item, without liability for any damage or loss to Tenant, and Tenant must immediately reimburse Landlord for the cost to repair or maintain; or (2) exercise Landlord's remedies under Paragraph 20.

## 16. ALTERATIONS:

- A. Tenant may not alter (including making any penetrations to the roof, exterior walls or foundation), improve, or add to the Property or the leased premises without Landlord's written consent. Landlord will not unreasonably withhold consent for the Tenant to make reasonable non-structural alterations, modifications, or improvements to the leased premises.
- B. Tenant may not alter any locks or any security devices on the Property or the leased premises without Landlord's consent. If Landlord authorizes the changing, addition, or rekeying of any locks or other security devices, Tenant must immediately deliver the new keys and access devices to Landlord.
- C. If a governmental order requires alteration or modification to the leased premises, the party obligated to maintain and repair the item to be modified or altered as designated in Paragraph 15 will, at its expense, modify or alter the item in compliance with the order and in compliance with Paragraphs 16A and 17.
- D. Any alterations, improvements, fixtures or additions to the Property or leased premises installed by either party during the term of this lease will become Landlord's property and must be surrendered to Landlord at the time this lease ends, except for those fixtures Landlord requires Tenant to remove under Paragraph 11 or 14 or if the parties agree otherwise in writing.

**17. LIENS:** Tenant may not do anything that will cause the title of the Property or leased premises to be encumbered in any way. If Tenant causes a lien to be filed against the Property or leased premises, Tenant will within 20 days after receipt of Landlord's demand: (1) pay the lien and have the lien released of record; or (2) take action to discharge the lien. Tenant will provide Landlord a copy of any release Tenant obtains pursuant to this paragraph.

**18. LIABILITY:** To the extent permitted by law, Landlord is NOT responsible to Tenant or Tenant's employees, patrons, guests, or invitees for any damages, injuries, or losses to person or property caused by:

- A. an act, omission, or neglect of: Tenant; Tenant's agent; Tenant's guest; Tenant's employees; Tenant's patrons; Tenant's invitees; or any other tenant on the Property;

- B. fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, riot, strike, interruption of utilities, theft, burglary, robbery, assault, terrorism, vandalism, other persons, environmental contaminants, or other occurrences or casualty losses.

**19. INDEMNITY:** Each party will indemnify, defend, and hold the other party harmless from any property damage, personal injury, suits, actions, liabilities, damages, cost of repairs or service to the leased premises or Property, or any other loss caused, negligently or otherwise, by that party or that party's employees, patrons, guests, or invitees.

**20. DEFAULT:**

- A. If Landlord fails to comply with this lease within 30 days after Tenant notifies Landlord of Landlord's failure to comply, Landlord will be in default and Tenant may seek any remedy provided by law. If, however, Landlord's non-compliance reasonably requires more than 30 days to cure, Landlord will not be in default if the cure is commenced within the 30-day period and is diligently pursued.
- B. If Landlord does not actually receive at the place designated for payment any rent due under this lease within 5 days after it is due, Tenant will be in default. If Tenant fails to comply with this lease for any other reason within 20 days after Landlord notifies Tenant of its failure to comply, Tenant will be in default.
- C. If Tenant is in default, Landlord may, with at least 3 days written notice to Tenant: (i) terminate this lease, or (ii) terminate Tenant's right to occupy the leased premises without terminating this lease and may accelerate all rents which are payable during the remainder of this lease or any renewal period. Landlord will attempt to mitigate any damage or loss caused by Tenant's breach by using commercially reasonable means. If Tenant is in default, Tenant will be liable for:
- (1) any lost rent;
  - (2) Landlord's cost of reletting the leased premises, including brokerage fees, advertising fees, and other fees necessary to relet the leased premises;
  - (3) repairs to the leased premises for use beyond normal wear and tear;
  - (4) all Landlord's costs associated with eviction of Tenant, such as attorney's fees, court costs, and prejudgment interest;
  - (5) all Landlord's costs associated with collection of rent such as collection fees, late charges, and returned check charges;
  - (6) cost of removing any of Tenant's equipment or fixtures left on the leased premises or Property;
  - (7) cost to remove any trash, debris, personal property, hazardous materials, or environmental contaminants left by Tenant or Tenant's employees, patrons, guests, or invitees in the leased premises or Property;
  - (8) cost to replace any unreturned keys or access devices to the leased premises, parking areas, or Property; and
  - (9) any other recovery to which Landlord may be entitled under this lease or under law.

**21. ABANDONMENT, INTERRUPTION OF UTILITIES, REMOVAL OF PROPERTY, AND LOCKOUT:** Chapter 93 of the Texas Property Code governs the rights and obligations of the parties with regard to: (a) abandonment of the leased premises; (b) interruption of utilities; (c) removal of Tenant's property; and (d) "lock-out" of Tenant.

**22. HOLDOVER:** If Tenant fails to vacate the leased premises at the time this lease ends, Tenant will become a tenant-at-will and must vacate the leased premises immediately upon receipt of demand from Landlord. No holding over by Tenant, with or without the consent of Landlord, will extend this lease. Tenant will indemnify Landlord and any prospective tenants for any and all damages caused by the holdover. Rent for any holdover period will be 150% of the base monthly rent plus any additional rent calculated on a daily basis and will be immediately due and payable daily without notice or demand.



**23. LANDLORD'S LIEN AND SECURITY INTEREST:** To secure Tenant's performance under this lease, Tenant grants to Landlord a lien and security interest against all of Tenant's nonexempt personal property that is in the leased premises or on the Property. This lease is a security agreement for the purposes of the Uniform Commercial Code. Landlord may file a financing statement to perfect Landlord's security interest under the Uniform Commercial Code.

**24. ASSIGNMENT AND SUBLETTING:** Landlord may assign this lease to any subsequent owner of the Property. Tenant may not assign this lease or sublet any part of the leased premises without Landlord's written consent. An assignment of this lease or subletting of the leased premises without Landlord's written consent is voidable by Landlord. If Tenant assigns this lease or sublets any part of the leased premises, Tenant will remain liable for all of Tenant's obligations under this lease regardless if the assignment or sublease is made with or without the consent of Landlord.

**25. RELOCATION:**

- ☐ A. By providing Tenant with not less than 90 days advanced written notice, Landlord may require Tenant to relocate to another location in the Property, provided that the other location is equal in size or larger than the leased premises then occupied by Tenant and contains similar leasehold improvements. Landlord will pay Tenant's reasonable out-of-pocket moving expenses for moving to the other location. "Moving expenses" means reasonable expenses incurred by Tenant payable to professional movers, utility companies for connection and disconnection fees, wiring companies for connecting and disconnecting Tenant's office equipment required by the relocation, and printing companies for reprinting Tenant's stationery, business cards, and marketing materials containing Tenant's address. A relocation of Tenant will not change or affect any other provision of this lease that is then in effect, including rent and reimbursement amounts, except that the description of the suite or unit number will automatically be amended.
- ☒ B. Landlord may not require Tenant to relocate to another location in the Property without Tenant's prior consent.

**26. SUBORDINATION:**

- A. This lease and Tenant's leasehold interest are and will be subject, subordinate, and inferior to:
- (1) any lien, encumbrance, or ground lease now or hereafter placed on the leased premises or the Property that Landlord authorizes;
  - (2) all advances made under any such lien, encumbrance, or ground lease;
  - (3) the interest payable on any such lien or encumbrance;
  - (4) any and all renewals and extensions of any such lien, encumbrance, or ground lease;
  - (5) any restrictive covenant affecting the leased premises or the Property; and
  - (6) the rights of any owners' association affecting the leased premises or Property.
- B. Tenant must, on demand, execute a subordination, attornment, and non-disturbance agreement that Landlord may request that Tenant execute, provided that such agreement is made on the condition that this lease and Tenant's rights under this lease are recognized by the lien-holder.

**27. ESTOPPEL CERTIFICATES AND FINANCIAL INFORMATION:**

- A. Within 10 days after receipt of a written request from Landlord, Tenant will execute and deliver to Landlord an estoppel certificate that identifies the terms and conditions of this lease.
- B. Within 30 days after receipt of a written request from Landlord, Tenant will provide to Landlord Tenant's current financial information (balance sheet and income statement). Landlord may request the financial information no more frequently than once every 12 months.

**28. CASUALTY LOSS:**

- A. Tenant must immediately notify Landlord of any casualty loss in the leased premises. Within 20 days after receipt of Tenant's notice of a casualty loss, Landlord will notify Tenant if the leased premises are less than or more than 50% unusable, on a per square foot basis, and if Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss.
- B. If the leased premises are less than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord will restore the leased premises to substantially the same condition as before the casualty. If Landlord fails to substantially restore within the time required, Tenant may terminate this lease.
- C. If the leased premises are more than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord may: (1) terminate this lease; or (2) restore the leased premises to substantially the same condition as before the casualty. If Landlord chooses to restore and does not substantially restore the leased premises within the time required, Tenant may terminate this lease.
- D. If Landlord notifies Tenant that Landlord cannot substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss, Landlord may: (1) choose not to restore and terminate this lease; or (2) choose to restore, notify Tenant of the estimated time to restore, and give Tenant the option to terminate this lease by notifying Landlord within 10 days.
- E. If this lease does not terminate because of a casualty loss, rent will be reduced from the date Tenant notifies Landlord of the casualty loss to the date the leased premises are substantially restored by an amount proportionate to the extent the leased premises are unusable.

**29. CONDEMNATION:** If after a condemnation or purchase in lieu of condemnation the leased premises are totally unusable for the purposes stated in this lease, this lease will terminate. If after a condemnation or purchase in lieu of condemnation the leased premises or Property are partially unusable for the purposes of this lease, this lease will continue and rent will be reduced in an amount proportionate to the extent the leased premises are unusable. Any condemnation award or proceeds in lieu of condemnation are the property of Landlord and Tenant has no claim to such proceeds or award. Tenant may seek compensation from the condemning authority for its moving expenses and damages to Tenant's personal property.

**30. ATTORNEY'S FEES:** Any person who is a prevailing party in any legal proceeding brought under or related to the transaction described in this lease is entitled to recover prejudgment interest, reasonable attorney's fees, and all other costs of litigation from the nonprevailing party.

**31. REPRESENTATIONS:**

- A. Tenant's statements in this lease and any application for rental are material representations relied upon by Landlord. Each party signing this lease represents that he or she is of legal age to enter into a binding contract and is authorized to sign this lease. If Tenant makes any misrepresentation in this lease or in any application for rental, Tenant is in default.
- B. Landlord is not aware of any material defect on the Property that would affect the health and safety of an ordinary person or any environmental hazard on or affecting the Property that would affect the health or safety of an ordinary person, except: To the best of Landlord's knowledge, none exist
- C. Each party and each signatory to this lease represents that: (1) it is not a person named as a Specially Designated National and Blocked Person as defined in Presidential Executive Order 13224; (2) it is not acting, directly or indirectly, for or on behalf of a Specially Designated and Blocked Person; and (3) is not

arranging or facilitating this lease or any transaction related to this lease for a Specially Designated and Blocked Person. Any party or any signatory to this lease who is a Specially Designated and Blocked person will indemnify and hold harmless any other person who relies on this representation and who suffers any claim, damage, loss, liability or expense as a result of this representation.

### 32. BROKERS:

#### A. The brokers to this lease are:

Principal Broker: M/I Properties

Cooperating Broker: N/A

Agent: Norma Rodriguez

Agent:

Address: 17385 Village Green Dr., Suite A  
Houston, Texas 77040

Address:

Phone & Fax: 713.466.8400

Phone & Fax:

E-mail: Norma@miptexas.com

E-mail:

License No.: 406243

License No.:

Principal Broker: (Check only one box)

Cooperating Broker represents Tenant.

☒ represents Landlord only.

☐ represents Tenant only.

☐ is an intermediary between Landlord and Tenant.

#### B. Fees:

☒ (1) Principal Broker's fee will be paid according to: (Check only one box).

☒ (a) a separate written commission agreement between Principal Broker and:

☒ Landlord ☐ Tenant.

☐ (b) the attached Commercial Lease Addendum for Broker's Fee (TXR-2102).

☐ (2) Cooperating Broker's fee will be paid according to: (Check only one box).

☐ (a) a separate written commission agreement between Cooperating Broker and:

☐ Principal Broker ☐ Landlord ☐ Tenant.

☐ (b) the attached Commercial Lease Addendum for Broker's Fee (TXR-2102).

**33. ADDENDA:** Incorporated into this lease are the addenda, exhibits and other information marked in the Addenda and Exhibit section of the Table of Contents. If Landlord's Rules and Regulations are made part of this lease, Tenant agrees to comply with the Rules and Regulations as Landlord may, at its discretion, amend from time to time.

**34. NOTICES:** All notices under this lease must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, sent by a national or regional overnight delivery service that provides a delivery receipt, or sent by confirmed facsimile transmission to:

Landlord at:

Persimmon Development Partners, LLC

Address: 6811 Theall Rd., Suite A, Houston, Texas 77066

Attention: Arnold Rodriguez & Elena Milsop

Fax: 281.893.6750



and a copy to:

Address: \_\_\_\_\_

Attention: \_\_\_\_\_

Fax: \_\_\_\_\_

☒ Landlord also consents to receive notices by e-mail at: elena@arconstruction.netTenant at the leased premises,

and to:

T &amp; R Harmon, LLC DBA Craving Kernels

Address: 312 Market Street, Tomball, TX 77375

Attention: Randy &amp; Tracey Harmon

Fax: \_\_\_\_\_

and a copy to:

Address: \_\_\_\_\_

Attention: \_\_\_\_\_

Fax: \_\_\_\_\_

☒ Tenant also consents to receive notices by e-mail at: info@cravingkernels.com

**35. SPECIAL PROVISIONS:** The following special provisions apply and will control in the event of a conflict with other provisions of this lease. *(If special provisions are contained in an addendum, identify the applicable addendum on the cover page of this lease.)*

A. Paragraph 8A is modified to include Exhibit A, Insurance Requirements.

B. Paragraph 20A is modified to require notice to be in writing.

C. Electronic Signatures are deemed same as original for purposes of formation of this Lease.

D. Suite key is on Landlord's master key.

E. Tenant accepts the property in "as is" condition. Except, Landlord at Landlord's expense will remove carpet in workshop area (warehouse conversion) and leave as concrete flooring. Landlord will also remove the wall covering the warehouse overhead door so as to allow drive through access to workshop/warehouse conversion area.

F. Paragraph 15.E is modified to require Tenant to purchase and provide Landlord with HVAC Maintenance/Service Agreement from HVAC company, prior to move-in. Tenant is obligated to maintain/service HVAC system as outlined in said HVAC Service Agreement.

G. Security deposit of \$3,220.00, plus prorated rent, \$1,327.74, plus 1st full month of \$2,940.00 will be due at lease execution.

**36. AGREEMENT OF PARTIES:**

- A. Entire Agreement: This lease contains the entire agreement between Landlord and Tenant and may not be changed except by written agreement.
- B. Binding Effect: This lease is binding upon and inures to the benefit of the parties and their respective heirs, executors, administrators, successors, and permitted assigns.
- C. Joint and Several: All Tenants are jointly and severally liable for all provisions of this lease. Any act or notice to, or refund to, or signature of, any one or more of the Tenants regarding any term of this lease, its renewal, or its termination is binding on all Tenants.

- D. Controlling Law: The laws of the State of Texas govern the interpretation, performance, and enforcement of this lease.
- E. Severable Clauses: If any clause in this lease is found invalid or unenforceable by a court of law, the remainder of this lease will not be affected and all other provisions of this lease will remain valid and enforceable.
- F. Waiver: Landlord's delay, waiver, or non-enforcement of acceleration, contractual or statutory lien, rental due date, or any other right will not be deemed a waiver of any other or subsequent breach by Tenant or any other term in this lease.
- G. Quiet Enjoyment: Provided that Tenant is not in default of this lease, Landlord covenants that Tenant will enjoy possession and use of the leased premises free from material interference.
- H. Force Majeure: If the performance of any party to this lease is delayed by strike, lock-out, shortage of material, governmental restriction, riot, war, epidemic, pandemic, quarantine, or by other cause, without fault and beyond the control of the party obligated (financial inability excepted), performance of such act will be abated for the period of the delay; provided, however, nothing in this paragraph excuses Tenant from the prompt payment of rent or other charge, nor will Tenant's inability to obtain governmental approval for its intended use of the leased premises excuse any of Tenant's obligations hereunder.
- I. Time: Time is of the essence. The parties require strict compliance with the times for performance.
- J. Counterparts: If this lease is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.

**37. EFFECTIVE DATE**: The effective date of this lease is the date the last party executes this lease and initials any changes.

**38. LICENSE HOLDER DISCLOSURE**: Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as a trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale or rental agreement. Disclose if applicable: N/A

**Brokers are not qualified to render legal advice, property inspections, surveys, engineering studies, environmental assessments, tax advice, or compliance inspections. The parties should seek experts to render such services. READ THIS LEASE CAREFULLY. If you do not understand the effect of this Lease, consult your attorney BEFORE signing.**

**Landlord:** Persimmon Development Partners, LLC

**Tenant:** T & R Harmon LLC DBA Craving Kernels

By: \_\_\_\_\_

By (signature): \_\_\_\_\_

Printed Name: Arnold Rodriguez

Title: Managing Partner Date: \_\_\_\_\_

By: \_\_\_\_\_

By (signature): \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_

By (signature): \_\_\_\_\_

Printed Name: Tracey Harmon

Title: President Date: \_\_\_\_\_

By: \_\_\_\_\_

By (signature): \_\_\_\_\_

Printed Name: Randall Harmon

Title: Vice President Date: \_\_\_\_\_

## AGREEMENT

THE STATE OF TEXAS                   §  
   §       KNOW ALL MEN BY THESE PRESENTS:  
 COUNTY OF HARRIS                   §

This Agreement (the “Agreement”) is made and entered into by and between the **Tomball Economic Development Corporation**, an industrial development corporation created pursuant to Tex. Rev. Civ. Stat. Ann. Art. 5190.6, Section 4B, located in Harris County, Texas (the “TEDC”), and **T & R Harmon, LLC DBA Craving Kernels** (the “Company”), 312 Market Street, Tomball, TX 77375

### WITNESSETH:

**WHEREAS**, it is the established policy of the TEDC to adopt such reasonable measures from time-to-time as are permitted by law to promote local economic development and stimulate business and commercial activity within the City of Tomball (the “City”); and

**WHEREAS**, the Company proposes to lease a 2,800 square foot existing office warehouse space located at 702 South Persimmon, Unit 3A, Tomball, Texas 77375 (the “Property”), and more particularly described in Exhibit “A,” attached hereto and made a part hereof; and

**WHEREAS**, the Company currently manufactures and distributes gourmet popcorn proposes to expand its business operations by opening a office warehouse at the Property; and

**WHEREAS**, the Company proposes to create six (6) full-time jobs in Tomball in conjunction with the new location; and

**WHEREAS**, the TEDC agrees to provide to the Company an amount equal to twenty-five percent (25%) of the base monthly rent for the first 12 consecutive months of operation not

to exceed Eight Thousand Eight Hundred and Twenty Dollars (\$8,820.00), in accordance with an established Rental Assistance Incentive; and

**WHEREAS**, the Company has agreed, in exchange and as consideration for the funding, to satisfy and comply with certain terms and conditions; and

**NOW, THEREFORE**, in consideration of the premises and the mutual benefits and obligations set forth herein, including the recitals set forth above, the TEDC and the Company agree as follows:

1.

Except as provided by paragraph 3, the Company covenants and agrees that it will operate and maintain the proposed business for a term of at least three (3) years within the City of Tomball.

2.

The Company also covenants and agrees that construction of the Improvements, the addition of the Six (6) new employees, and obtaining all necessary occupancy permits from the City shall occur within twelve (12) months from the Effective Date of this Agreement. Extensions of these deadlines, due to any extenuating circumstance or uncontrollable delay, may be granted at the sole discretion of the Board of Directors of the TEDC.

3.

The Company further covenants and agrees that it does not and will not knowingly employ an undocumented worker. An “undocumented worker” shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States, or (b) authorized by law to be employed in that manner in the United States.

4.

In consideration of the Company's representations, promises, and covenants, TEDC agrees to grant to the Company an amount equal to twenty-five percent (25%) of the base monthly rent for the first 12 consecutive months of operation not to exceed Eight Thousand Eight Hundred and Twenty Dollars (\$8,820.00). The TEDC agrees to distribute such funds to the Company within thirty (30) days of receipt of a letter from the Company requesting such payment, which letter shall also include: (a) a copy of the City's occupancy permit for the Property; (b) proof that the Company has added the number of employees indicated above to its business operations on the Property, as evidenced by copies of Texas Workforce Commission form C-3 or Internal Revenue Service Form 941; and, (c) an affidavit from the landlord of the Property stating that all rents have been paid in accordance with the terms of the lease agreement for the first twelve consecutive months of operation.

5.

It is understood and agreed by the parties that, in the event of a default by the Company on any of its obligations under this Agreement, the Company shall reimburse the TEDC the full amount paid to the Company by the TEDC, with interest at the rate equal to the 90-day Treasury Bill plus  $\frac{1}{2}\%$  per annum, within thirty (30) days after the TEDC notifies the Company of the default. It is further understood and agreed by the parties that if the Company is convicted of a violation under 8 U.S.C. Section 1324a(f), the Company will reimburse the TEDC the full amount paid to the Company, with interest at the rate equal to the 90-day Treasury Bill plus  $\frac{1}{2}\%$  per annum, within thirty (30) days after the TEDC notifies the Company of the violation.

The Company shall also reimburse the TEDC for any and all reasonable attorney's fees and costs incurred by the TEDC as a result of any action required to obtain reimbursement of such funds.

6.

This Agreement shall inure to the benefit of and be binding upon the TEDC and the Company, and upon the Company's successors and assigns, affiliates, and subsidiaries, and shall remain in force whether the Company sells, assigns, or in any other manner disposes of, either voluntarily or by operation of law, all or any part of the Property and the agreements herein contained shall be held to be covenants running with the Property for so long as this Agreement, or any extension thereof, remains in effect.

7.

Any notice provided or permitted to be given under this Agreement must be in writing and may be served by (i) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid, registered or certified mail, return receipt requested; or (ii) by delivering the same in person to such party; or (iii) by overnight or messenger delivery service that retains regular records of delivery and receipt; or (iv) by facsimile; provided a copy of such notice is sent within one (1) day thereafter by another method provided above. The initial addresses of the parties for the purpose of notice under this Agreement shall be as follows:

If to City:	Tomball Economic Development Corporation 401 W. Market Street Tomball, Texas 77375 Attn: President, Board of Directors
If to Company:	T & R Harmon, LLC DBA Craving Kernels 312 Market Street Tomball, TX 77375 Attn: Randy Harmon, Co-Owner and Vice President

8.

This Agreement shall be performable and enforceable in Harris County, Texas, and shall be construed in accordance with the laws of the State of Texas.

9.

Except as otherwise provided in this Agreement, this Agreement shall be subject to change, amendment or modification only in writing, and by the signatures and mutual consent of the parties hereto.

10.

The failure of any party to insist in any one or more instances on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, or condition, or right with respect to further performance. This Agreement shall bind and benefit the respective Parties and their legal successors and shall not be assignable, in whole or in part, by any party without first obtaining written consent of the other party.

11.

In the event any one or more words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement, or the application thereof to any person, firm, corporation, or circumstance, shall be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, then the application, invalidity or unconstitutionality of such words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement shall be deemed to be independent of and severable from the remainder of this Agreement, and the validity of the remaining parts of this Agreement shall not be affected thereby.



IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the parties on this \_\_\_\_\_ day of \_\_\_\_\_ 2024 (the “Effective Date”).

**T & R Harmon, LLC DBA Craving Kernels**

By: \_\_\_\_\_

Name: Randy Harmon

Title: Co-Owner and Vice President

ATTEST:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**TOMBALL ECONOMIC DEVELOPMENT CORPORATION**

By: \_\_\_\_\_

Name: Gretchen Fagan

Title: President, Board of Directors

ATTEST:

By: \_\_\_\_\_

Name: Bill Sumner Jr.

Title: Secretary, Board of Directors

**ACKNOWLEDGMENT**

THE STATE OF TEXAS     §  
                                       §  
 COUNTY OF HARRIS       §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_  
 2024, by Randy Harmon, Co-Owner and Vice President of Craving Kernels, for and on behalf of  
 said company.

\_\_\_\_\_  
 Notary Public in and for the State of Texas

My Commission Expires: \_\_\_\_\_

(SEAL)

**ACKNOWLEDGMENT**

THE STATE OF TEXAS     §  
                                       §  
 COUNTY OF HARRIS       §

This instrument was acknowledged before me on the \_14th\_ day of \_\_November\_\_  
 2023, by Gretchen Fagan, President of the Board of Directors of the Tomball Economic  
 Development Corporation, for and on behalf of said Corporation.

\_\_\_\_\_  
 Notary Public in and for the State of Texas

My Commission Expires: \_\_\_\_\_

(SEAL)

**Exhibit “A”**

**Legal Description of Property**

Legal Description: LT 3 BLK 2 VAZQUEZ-PHOENIX

Persimmon Properties

Property Address: 702 South Persimmon Street, Unit 3A, Tomball, TX 77375

DRAFT

# Regular Tomball EDC

## Agenda Item

### Data Sheet

**Meeting Date:** November 14, 2023

**Topic:**

Consideration and possible action by Tomball EDC, to approve, as a Project of the Corporation, an agreement with First Community Credit Union. to make direct incentives to, or expenditures for, assistance with infrastructure costs to be required or suitable for the promotion of new or expanded business development related to the development and construction of a Banking and Financial Services office building to be 26902 TX-249 in the City of Tomball. The estimated amount of expenditures for such Project is \$64,721.00.

- Public Hearing

**Background:**

The Tomball Economic Development Corporation has received a request from Arthur Gordon, Executive Vice President of First Community Credit Union, for assistance with infrastructure costs related to the development of a proposed banking and financial services office building.

The proposed development will consist of a 4,074 square foot banking and financial services office building on approximately 1.003 acres. The estimated capital investment for the project is over \$6.4 million.

The eligible infrastructure improvements include water, sanitary sewer, storm drainage, electric utilities and related site improvements totaling approximately \$830,966.31.

Targeted infrastructure that will promote the development and expansion of business enterprises is a permissible project as outlined in Texas Economic Development Legislation. If this project is approved, it will go to the Tomball City Council for final approval by resolution at two separate readings.

An economic impact analysis is included with the agreement to show the impact of this project on Tomball's economy. Per the analysis, the 5-year net benefit of this project on Tomball's economy is \$215,737.00.

If the agreement between the TEDC and First Community Credit Union is approved as a Project of the Corporation, the grant funding amount will not exceed \$64,721.00, based on 7% of the of the actual expenditures for the eligible infrastructure improvements.

**Origination:** Arthur Gordon, Executive Vice President, First Community Credit Union

**Recommendation:** Staff recommends approval of the proposed Performance Agreement with First Community Credit Union

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

**FUNDING (IF APPLICABLE)**

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: X No: \_\_\_\_\_ If yes, specify Account Number: # Project Grants \_\_\_\_\_

If no, funds will be transferred from account # \_\_\_\_\_ To account # \_\_\_\_\_

Signed _____	Approved by _____
Staff Member-TEDC _____	Executive Director-TEDC _____
Date _____	Date _____



October 20, 2023

To the Tomball Economic Development Board of Directors:

First Community Credit Union would like to thank the TEDC team for their assistance answering our questions as it relates to this process. We are requesting grant funding from the TEDC to complete the First Community Credit Union project. We are collaborating with ALJ Lindsey Engineering, MG Architects, and Brandt Construction to complete this project.

Our existing building is located at 28850 Tomball Parkway, and our newly purchased location will be at the northeast corner of Holderrieth Road and 249. The physical address is 26902 Texas 249 Tomball. We are excited to build a new 4074 sq. ft. building. We will have a shared driveway with Costco, to allow our Credit Union members and Costco customers easy access to enter and exit to the 249 Frontage Road or Holderrieth Road. Based on our market research performed in the area we feel strongly about having a branch presence in this particular location. This corner has great visibility that will welcome potential customers and business into the Tomball community as they pass through the site space.

First Community has been a part of the Tomball community for over 16 years, and we are proud to witness the growth during this time. We are supporters of the Chamber of Commerce and Rotary in Tomball, and frequently support local events in town to help increase continued local growth.

First Community Credit Union is seeking grant funding for our project, to include infrastructure and the demolition of the buildings currently occupying the location. After working closely with our general contractor and our architect, our estimated budget for this project will be \$8.7 million (schedule of values provided). As we continue to work with our architect and construction team, we are confident our groundbreaking ceremony will commence first quarter 2024 and we fully expect to complete the branch build first quarter 2025.

I have included our project plans and supporting documentation to provide a visualization of our branch footprint. If further information is needed, please contact me at 281-856-5396 or email [Arthur.gordon@fccu.org](mailto:Arthur.gordon@fccu.org). I will make sure to respond to your request as soon as possible. We look forward to working with TEDC to develop our new location to benefit the Tomball residence and business community.

Sincerely,

A handwritten signature in blue ink that reads "Arthur Gordon".

Arthur Gordon  
Executive Vice President

*Think First.*



City of Tomball



## BENEFITS

Sales Taxes	\$41,957
Real Property Taxes	\$220,422
FF&E Property Taxes	\$26,907
Inventory Property Taxes	\$0
New Residential Property Taxes	\$209
Hotel Occupancy Taxes	\$0
Building Permits and Fees	\$50,761
Utility Revenue	\$28,940
Utility Franchise Fees	\$1,661
Miscellaneous Taxes and User Fees	\$15,155

Benefits Subtotal	\$386,011
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## COSTS

Cost of Government Services	(\$14,515)
Cost of Utility Services	(\$31,871)

Costs Subtotal	(\$46,385)
----------------	------------

**7.0 Total**  
4.0 Direct  
3.0 Spin-off

**\$57,188 Avg**  
\$72,500 Direct  
\$36,898 Spin-off

**\$6.4M**  
Buildings + FF&E

0.0 Homes  
0.2 Relocations

\$64,721

Total Incentive

\$16,180

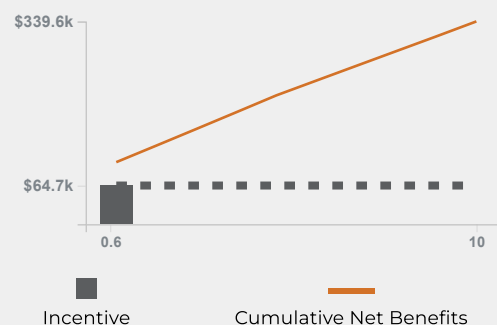
Per Job

52.5%

### Rate of Return

0.6 Yrs

### Payback Period



## NET BENEFITS OVER 10 YEARS

CITY	\$339,626
COUNTY	\$293,673
SCHOOL DISTRICT	\$324,185
OTHER	\$341,258

## AGREEMENT

THE STATE OF TEXAS                   §  
   §       KNOW ALL MEN BY THESE PRESENTS:  
 COUNTY OF HARRIS                   §

This Agreement (the “Agreement”) is made and entered into by and between the **Tomball Economic Development Corporation**, an industrial development corporation created pursuant to Tex. Rev. Civ. Stat. Ann. Art. 5190.6, Section 4B, located in Harris County, Texas (the “TEDC”), and **First Community Credit Union** (the “Company”), 28850 Tomball Parkway., Tomball, TX 77375.

### WITNESSETH:

**WHEREAS**, it is the established policy of the TEDC to adopt such reasonable measures from time-to-time as are permitted by law to endeavor to attract industry, create and retain primary jobs, expand the growth of the City of Tomball (the “City”), and thereby enhance the economic stability and growth of the City; and

**WHEREAS**, the Company proposes to develop a 1.003-acre tract of land within the City, located at 26902 TX-249, Tomball, Texas 77375 (the “Property”), more particularly described in Exhibit “A,” attached hereto and made a part hereof; and

**WHEREAS**, the Company plans to expend over Six Million Four Hundred Thousand Dollars (\$6,400,000) to construct an 4,074 square foot banking and financial services office building (the “Improvements”) on the site, more particularly described in Exhibit “B,” attached hereto and made a part hereof; and



**WHEREAS**, the Company also proposes to create four (4) new full-time employment positions in Tomball in conjunction with the opening of its business operations on the Property; and

**WHEREAS**, the TEDC agrees to provide to the Company the sum of Sixty-Four Thousand Seven Hundred and Twenty-One Dollars (\$64,721.00), or an amount equal to up to Seven percent (7%) of actual construction costs if less than the sum stated above, to assist in the construction of infrastructure necessary to promote and develop new business enterprises on the Property. The infrastructure found by the Board of Directors of TEDC to be required to develop the Property are certain drainage facilities and related improvements, site improvements, water, sanitary sewer, and electric, utilities to the exterior of the buildings (the “Infrastructure Improvements”), identified and described in Exhibit “C,” attached hereto and made a part hereof; and

**WHEREAS**, the Company has agreed, in exchange and as consideration for the funding, to satisfy and comply with certain terms and conditions; and

**NOW, THEREFORE**, in consideration of the premises and the mutual benefits and obligations set forth herein, including the recitals set forth above, the TEDC and the Company agree as follows:

1.

The Company covenants and agrees that it will construct and maintain on the Property an 4,074 square-foot banking and financial services office building (the “Improvements”) identified and described in Exhibit “B,” attached hereto and made a part hereof. In conjunction with the development of the Property, the Company further agrees to construct the Improvements

contemplated by this Agreement, in accordance with the requirements of the ordinances of the City and the plans and specifications approved by the City. The Company further represents and agrees that it will certify the costs of the construction of such Infrastructure Improvements to the TEDC prior to construction.

2.

Construction of the Improvements on the Property, including construction of the Infrastructure Improvements, must commence within 180 days from the date of this Agreement (the “Start Date”), and the Company shall notify the TEDC of such Start Date. The construction of the Improvements to the Property, including construction of the Infrastructure Improvements, shall be completed, and all necessary occupancy permits from the City shall be obtained within eighteen (18) months from the Effective Date of this agreement. Extensions of these deadlines due to extenuating circumstances or uncontrollable delay may be granted by the Board of Directors of the TEDC at its sole discretion.

3.

The Company further covenants and agrees that the Improvements described in Paragraph 1 hereof will be occupied and that the indoor sports facility will be maintained on the property for a term of at least five (5) years.

4.

The Company further covenants and agrees that the Company or any owner or leasee of the Improvements does not and will not knowingly employ an undocumented worker. An “undocumented worker” shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States; or (b) authorized under the law to be employed in that manner in the United States.

## 5.

In consideration of the Company's representations, promises, and covenants, TEDC agrees to reimburse the Company for the actual cost of the Infrastructure Improvements up to the amount of Sixty-Four Thousand Seven Hundred and Twenty-One Dollars (\$64,721.00), or an amount equal to up to Seven percent (7%) of actual construction costs if less than the sum stated above. The TEDC agrees to reimburse the Company for such amount within thirty (30) days of receipt of a letter from the Company requesting such payment and including: (a) certification of the costs of constructing the Infrastructure Improvements; (b) a copy of the City's occupancy permit for the Improvements to the Property; (c) verification from the City acknowledging that all necessary plats, permits, plans, and specifications have been received, reviewed, and approved; (d) certification that the Infrastructure Improvements have been constructed in accordance with the approved plans and specifications; and (e) an affidavit stating that all contractors and subcontractors providing work and/or materials in the construction of the Infrastructure Improvements have been paid and any and all liens and claims regarding such work have been released.

## 6.

It is understood and agreed by the parties that, in the event of a default by the Company on any of its obligations under this Agreement, the Company shall reimburse the TEDC the full amount paid to the Company by the TEDC, with interest at the rate equal to the 90-day Treasury Bill plus one-half percent ( $\frac{1}{2}\%$ ) per annum, within thirty (30) days after the TEDC notifies the Company of the default. It is further understood and agreed by the parties that if the Company, or any owner or lessee of the Improvements, is convicted of a violation under 8 U.S.C. Section 1324a(f), the Company will reimburse the TEDC the full amount paid to the Company, with

interest at the rate equal to the 90-day Treasury Bill plus one-half percent ( $\frac{1}{2}\%$ ) per annum, within thirty (30) days after the TEDC notifies the Company of the violation.

The Company shall also reimburse the TEDC for any and all reasonable attorney's fees and costs incurred by the TEDC as a result of any action required to obtain reimbursement of such funds. Such reimbursement shall be due and payable thirty (30) days after the Company receives written notice of default.

7.

This Agreement shall inure to the benefit of and be binding upon the TEDC and the Company, and upon the Company's successors and assigns, lessees, affiliates, and subsidiaries, and shall remain in force whether the Company sells, leases, assigns, or in any other manner disposes of, either voluntarily or by operation of law, all or any part of the Property and the agreements herein contained shall be held to be covenants running with the Property for so long as this Agreement, or any extension thereof, remains in effect.

8.

Any notice provided or permitted to be given under this Agreement must be in writing and may be served by (i) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid, registered or certified mail, return receipt requested; or (ii) by delivering the same in person to such party; or (iii) by overnight or messenger delivery service that retains regular records of delivery and receipt; or (iv) by facsimile; provided a copy of such notice is sent within one (1) day thereafter by another method provided above. The initial addresses of the parties for the purpose of notice under this Agreement shall be as follows:

If to City:	Tomball Economic Development Corporation 401 W. Market Street Tomball, Texas 77375 Attn: President, Board of Directors
-------------	---

If to Company: First Community Credit Union  
28850 Tomball Parkway  
Tomball, TX 77375  
Attn: Arthur Gordon  
Executive Vice President, First Community Credit Union

9.

This Agreement shall be performable and enforceable in Harris County, Texas, and shall be construed in accordance with the laws of the State of Texas.

10.

Except as otherwise provided in this Agreement, this Agreement shall be subject to change, amendment or modification only in writing, and by the signatures and mutual consent of the parties hereto.

11.

The failure of any party to insist in any one or more instances on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, or condition, or right with respect to further performance.

12.

This Agreement shall bind and benefit the respective Parties and their legal successors and shall not be assignable, in whole or in part, by any party without first obtaining written consent of the other party.

13.

In the event any one or more words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement, or the application thereof to any person, firm, corporation, or circumstance, shall be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, then the application, invalidity or unconstitutionality of such words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement shall be deemed to be independent of and severable from the remainder of this Agreement, and the validity of the remaining parts of this Agreement shall not be affected thereby.

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the parties on this \_\_\_\_\_ day of \_\_\_\_\_ 2024 (the "Effective Date").

**First Community Credit Union**

By: \_\_\_\_\_  
 Name: Arthur Gordon  
 Title: Executive Vice President

ATTEST:

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

**TOMBALL ECONOMIC DEVELOPMENT CORPORATION**

By: \_\_\_\_\_  
 Name: Gretchen Fagan  
 Title: President, Board of Directors

ATTEST:

By: \_\_\_\_\_  
 Name: Bill Sumner

Title: Secretary, Board of Directors

### ACKNOWLEDGMENT

THE STATE OF TEXAS     §  
                                      §  
 COUNTY OF HARRIS     §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_ 2024, by Arthur Gordon, Executive Vice President, First Community Credit Union for and on behalf of said company.

\_\_\_\_\_  
 Notary Public in and for the State of Texas

My Commission Expires: \_\_\_\_\_

(SEAL)

### ACKNOWLEDGMENT

THE STATE OF TEXAS     §  
                                      §  
 COUNTY OF HARRIS     §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_ 2023, by Gretchen Fagan, President of the Board of Directors of the Tomball Economic Development Corporation, for and on behalf of said Corporation.

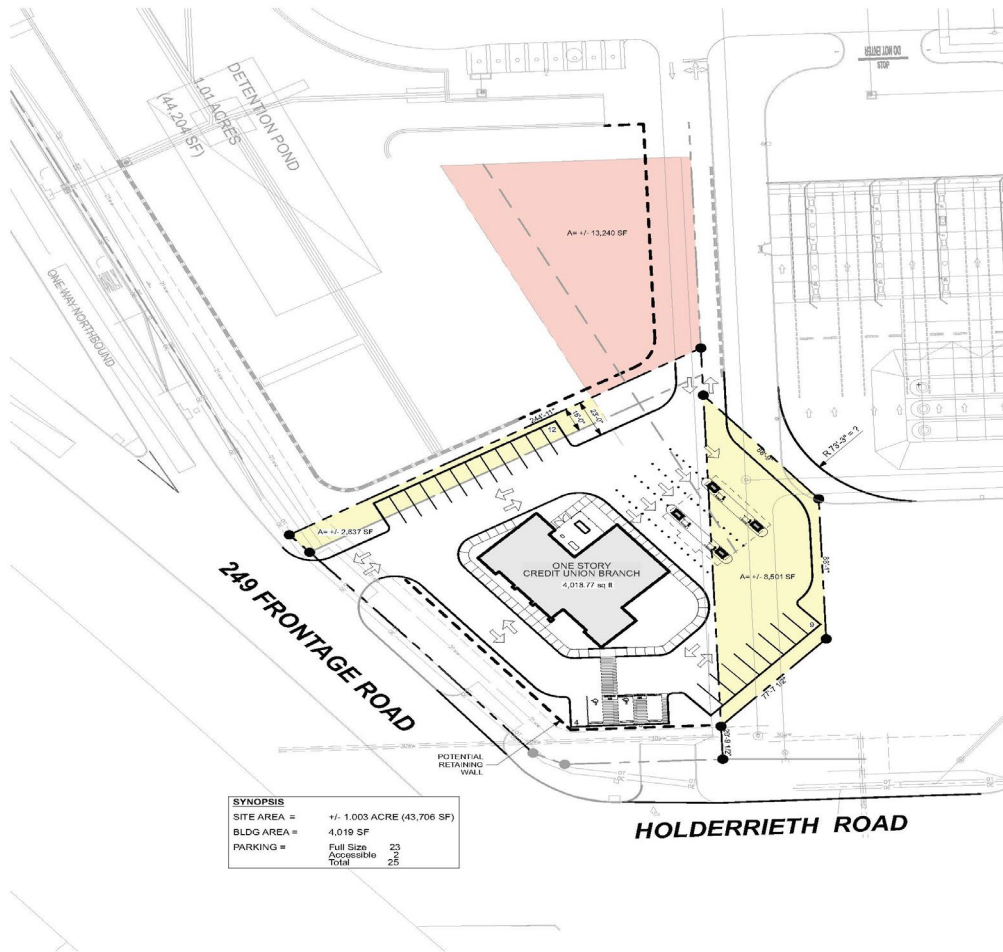
\_\_\_\_\_  
 Notary Public in and for the State of Texas

My Commission Expires: \_\_\_\_\_

(SEAL)

**Exhibit A**  
**Legal Description of Property**

RES A BLK 1  
26902 SH 249, TOMBALL, TX 77375





## Exhibit B

### Description of Improvements

Construction of an 4,074 square foot banking and financial services office building.



## Exhibit C

### **Description of Infrastructure Improvements**

<b>Targeted Infrastructure</b>	<b>Cost</b>
Site Preparations	\$ 55,000.00
New Public ROW	\$ 153,757.88
Storm Drainage	\$ 187,949.46
Sanitary Sewer	\$ 164,569.06
Water	\$ 71,341.81
Telecommunications/Internet	\$ 28,750.00
Electric	\$ 124,498.10
Gas	\$ 45,100.00
<b>Total</b>	<b>\$ 830,966.31</b>

# Special Joint Agenda Item Data Sheet

**Meeting Date:** November 14, 2023

**Topic:**

Consideration and possible action by Tomball EDC to approve, as a Project of the Corporation, an agreement with Headquarters TOO, LLC to make direct incentives to, or expenditures for, assistance with infrastructure costs required or suitable for the promotion of new or expanded business enterprise related to the construction of a 15,500 square foot commercial facility to be located at 1417 Graham Drive, Tomball, Texas 77375 The estimated amount of expenditures for such Project is \$102,459.00.

- Public Hearing

**Background:**

The Tomball Economic Development Corporation has received a request from Peter Licata, General Partner, Headquarters TOO, LLC., for assistance with infrastructure costs related to the construction of a multi-tenant retail development to be located at 1417 Graham Drive.

Headquarters TOO, LLC is an entity owned by the Licata family, who recently renovated the Bank of America building into a coworking concept, The Field, to Tomball. They also have other projects throughout Houston and two restaurants in Denver Colorado.

The proposed development will consist of an approximately 15,500 square foot commercial building on approximately 1.7 acres. The estimated capital investment for the project is over \$3.1 million.

The eligible infrastructure improvements include water, sanitary, gas, storm sewer, telecommunications, electric utilities and related site improvements totaling approximately \$512,296.00.

Targeted infrastructure that will promote the development and expansion of business enterprise is a permissible project as outlined in Texas Economic Development Legislation. If this project is approved, it will go to the Tomball City Council for final approval by resolution at two separate readings.

An economic impact analysis is included with the agreement to show the impact of this project on Tomball's economy. Per the analysis, the 5-year net benefit of this project on Tomball's economy is \$524,586.00.

If the agreement between the TEDC and Headquarters TOO, LLC is approved as a Project of the Corporation, the grant funding amount will not exceed \$102,459.00, based on 20% of the actual expenditures for the eligible infrastructure improvements.

**Origination:** Peter Licata, General Partner, Headquarters TOO, LLC

**Recommendation:**

Staff recommends approval of the proposed Performance Agreement with Headquarters TOO, LLC

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

Kelly Violette

**FUNDING (IF APPLICABLE)**

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: X      No:           

If yes, specify Account Number: #Project Grants

If no, funds will be transferred from account #

To account #

Signed

Staff Member-TEDC

Date

Approved by

Executive Director-TEDC

Date



November 1, 2023

Tomball Economic Development Corporation ("TEDC")  
Attn: Board of Directors  
29201 Quinn Rd., Suite B  
Tomball, Texas 77375

Re: Grant Request – new retail project  
1417 Graham Drive  
Tomball, TX 77375

Dear TEDC Board of Directors:

On behalf of Headquarters TOO LLC ("Owner"), I would like to request grant funding from the TEDC for the development and construction of a new 15,500 sq. ft. retail building to be located at 1417 Graham Drive, next to the Bank of America building. This project involves the improvement of a raw 1.7-acre tract of land. Construction will include all requirements to complete the building shell with site improvements for delivery of interior lease space to tenants for their future build-out requirements. We are in discussions with several restaurants, a yoga studio, ice cream shop, Dentist and a few other retail tenants. All prospective tenants would be new employers to the City of Tomball and would create new employment opportunities and sales tax revenue. Our goal for the center is to bring tenants that the community would appreciate and enjoy having. We are going to great lengths to ensure the project reflects Tomball and its growth.

Headquarters TOO LLC is an entity owned by The Licata Family, who recently completed renovations of the Bank of America building, and who have brought their coworking concept, The Field, to Tomball. In addition, we have various other projects throughout Houston, and two restaurants in Denver, CO. All of our properties are not only owned with family members but we take an active role in the development, leasing, and management of those properties. We take an active role in the development, leasing, and management to ensure the projects we own are taken care of in a way that we feel only an owner would. We pay close attention to parking ratios, landscaping, cleanliness of properties, and proper tenant mix.

Having a current project in Tomball has been a wonderful experience for our Family. Tomball has welcomed us with open arms, and we feel we have added to the community as well. The previous owner of the Bank of America building was leaving it to ruin, we were thrilled with the opportunity to reimagine what the building to be, and how it could function. With our connection to Tomball, it is extremely important to us to have projects in the community that are a step above "the standard". The retail center could have been built in a less expensive way, we could have not put in as much detail to the landscaping, or not continued to make on going improvements, but we truly want to bring projects to Tomball that the community is proud of.

We have our permit for construction and anticipate turning space over to tenants in late Spring 2024.

We have provided the TEDC our site plan, rendering of the overall building, and rendering of our ideal restaurant tenant for the larger end cap space. Our renderings reflect a project that complements our Bank of America building but has its own unique look that the future tenants and community will enjoy. Please let me know if you have any questions at all.

Thank you

Sincerely,



Peter M Licata  
President – TPC Real Estate Corp  
Partner – Headquarters TOO LLC



IMPACT REPORT

THE FIELD-RETAIL CENTER

Scenario 1 with Client Data

City of Tomball

BENEFITS

\$1,415,505

COSTS

(\$847,605)

NET BENEFITS

\$567,900

JOBSSALARIESCAPITAL INVEST.RESIDENTIAL DEV.

173.6 Total

74.0 Direct

99.6 Spin-off

\$44,633 Avg

\$35,000 Direct

\$51,791 Spin-off

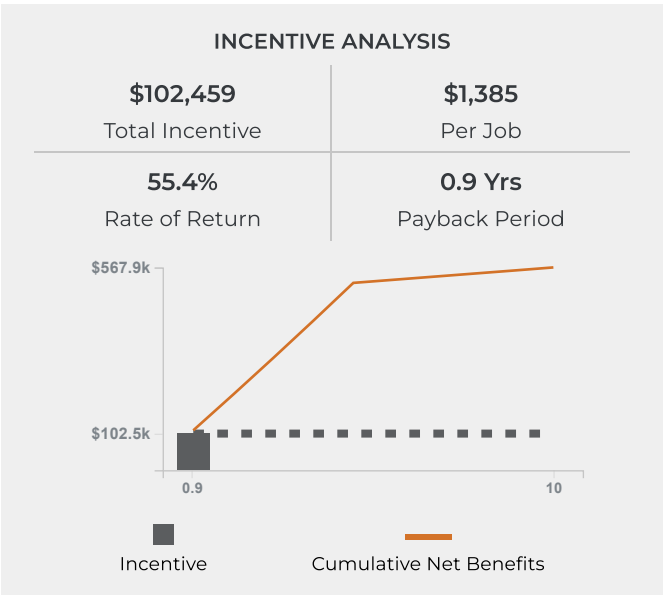
\$3.1M

Buildings + FF&E

0.7 Homes

4.7 Relocations

NET BENEFITS	\$567,900
Present Value	\$483,955
BENEFITS	
Sales Taxes	\$481,046
Real Property Taxes	\$78,632
FF&E Property Taxes	\$9,973
Inventory Property Taxes	\$0
New Residential Property Taxes	\$4,931
Hotel Occupancy Taxes	\$4,791
Building Permits and Fees	\$0
Utility Revenue	\$528,840
Utility Franchise Fees	\$30,356
Miscellaneous Taxes and User Fees	\$276,936
Benefits Subtotal	\$1,415,505
COSTS	
Cost of Government Services	(\$265,218)
Cost of Utility Services	(\$582,387)
Costs Subtotal	(\$847,605)



NET BENEFITS OVER 10 YEARS	
CITY	\$567,900
COUNTY	\$63,666
SCHOOL DISTRICT	\$118,740
OTHER	\$193,283



## AGREEMENT

THE STATE OF TEXAS                   §  
   §       KNOW ALL MEN BY THESE PRESENTS:  
 COUNTY OF HARRIS                   §

This Agreement (the “Agreement”) is made and entered into by and between the **Tomball Economic Development Corporation**, an industrial development corporation created pursuant to Tex. Rev. Civ. Stat. Ann. Art. 5190.6, Section 4B, located in Harris County, Texas (the “TEDC”), and **Headquarters Too, LLC**. (the “Company”), 1431 Graham Drive, Tomball, TX 77375.

### WITNESSETH:

**WHEREAS**, it is the established policy of the TEDC to adopt such reasonable measures from time-to-time as are permitted by law to endeavor to attract industry, create and retain primary jobs, expand the growth of the City of Tomball (the “City”), and thereby enhance the economic stability and growth of the City; and

**WHEREAS**, the Company proposes to develop a 1.7-acre tract of land within the City, located at 1417 Graham Drive, Tomball, Texas 77375 (the “Property”), more particularly described in Exhibit “A,” attached hereto and made a part hereof; and

**WHEREAS**, the Company plans to expend over Three Million Dollars (\$3,000,000) to construct a 15,500 square foot commercial building (the “Improvements”) on the site, more particularly described in Exhibit “B,” attached hereto and made a part hereof; and

**WHEREAS**, the Company also proposes to create seventy-four (74) new full-time employment positions in Tomball in conjunction with the opening of its business operations on the Property; and

**WHEREAS**, the TEDC agrees to provide to the Company the sum of One Hundred and Two Thousand Four Hundred and Fifty-Nine Dollars (\$102,459.00), or an amount equal to up to twenty percent (20%) of actual construction costs if less than the sum stated above, to assist in the construction of infrastructure necessary to promote and develop new business enterprises on the Property. The infrastructure found by the Board of Directors of TEDC to be required to develop the Property are certain drainage facilities and related improvements, site improvements, water, sanitary sewer, gas, and electric utilities to the exterior of the buildings (the “Infrastructure Improvements”), identified and described in Exhibit “C,” attached hereto and made a part hereof; and

**WHEREAS**, the Company has agreed, in exchange and as consideration for the funding, to satisfy and comply with certain terms and conditions; and

**NOW, THEREFORE**, in consideration of the premises and the mutual benefits and obligations set forth herein, including the recitals set forth above, the TEDC and the Company agree as follows:

1.

The Company covenants and agrees that it will construct and maintain on the Property a 15,500 square-foot commercial building (the “Improvements”) identified and described in Exhibit “B,” attached hereto and made a part hereof. In conjunction with the development of the Property, the Company further agrees to construct the Improvements contemplated by this Agreement, in accordance with the requirements of the ordinances of the City and the plans and specifications approved by the City. The Company further represents and agrees that it will

certify the costs of the construction of such Infrastructure Improvements to the TEDC prior to construction.

2.

Construction of the Improvements on the Property, including construction of the Infrastructure Improvements, must commence within 180 days from the date of this Agreement (the “Start Date”), and the Company shall notify the TEDC of such Start Date. The construction of the Improvements to the Property, including construction of the Infrastructure Improvements, shall be completed, and all necessary occupancy permits from the City shall be obtained within eighteen (18) months from the Effective Date of this agreement. Extensions of these deadlines due to extenuating circumstances or uncontrollable delay may be granted by the Board of Directors of the TEDC at its sole discretion.

3.

The Company further covenants and agrees that the Improvements described in Paragraph 1 hereof will be occupied and that the commercial building will be maintained on the property for a term of at least five (5) years.

4.

The Company further covenants and agrees that the Company or any owner or leasee of the Improvements does not and will not knowingly employ an undocumented worker. An “undocumented worker” shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States; or (b) authorized under the law to be employed in that manner in the United States.

5.

In consideration of the Company's representations, promises, and covenants, TEDC agrees to reimburse the Company for the actual cost of the Infrastructure Improvements up to the amount of One Hundred and Two Thousand Four Hundred and Fifty-Nine Dollars (\$102,459.00), or an amount equal to twenty percent (%) of actual construction costs if less than the sum stated above upon completion of construction and occupancy of each commercial space. The TEDC agrees to reimburse the Company for such amount within thirty (30) days of receipt of a letter from the Company requesting such payment and including: (a) certification of the cost of constructing the Infrastructure Improvements; (b) a copy of the City's occupancy permit for the improvements to the Property; (c) certification that the Infrastructure Improvements have been constructed in accordance with the approved plans and specifications; (d) an affidavit stating that all contractors and subcontractors providing work and/or materials in the construction of the Improvements have been paid and any and all liens and claims regarding such work have been released; and (e) Proof of payment to all vendors, contractors and subcontractors providing work and/or materials in the construction of the Improvements, proof of payment must include copies of canceled checks and/or credit card receipts and copies of paid invoices from all vendors, contractors and subcontractors.

6.

It is understood and agreed by the parties that, in the event of a default by the Company on any of its obligations under this Agreement, the Company shall reimburse the TEDC the full amount paid to the Company by the TEDC, with interest at the rate equal to the 90-day Treasury Bill plus one-half percent ( $\frac{1}{2}\%$ ) per annum, within thirty (30) days after the TEDC notifies the

Company of the default. It is further understood and agreed by the parties that if the Company, or any owner or lessee of the Improvements, is convicted of a violation under 8 U.S.C. Section 1324a(f), the Company will reimburse the TEDC the full amount paid to the Company, with interest at the rate equal to the 90-day Treasury Bill plus one-half percent ( $\frac{1}{2}\%$ ) per annum, within thirty (30) days after the TEDC notifies the Company of the violation.

The Company shall also reimburse the TEDC for any and all reasonable attorney's fees and costs incurred by the TEDC as a result of any action required to obtain reimbursement of such funds. Such reimbursement shall be due and payable thirty (30) days after the Company receives written notice of default.

7.

This Agreement shall inure to the benefit of and be binding upon the TEDC and the Company, and upon the Company's successors and assigns, lessees, affiliates, and subsidiaries, and shall remain in force whether the Company sells, leases, assigns, or in any other manner disposes of, either voluntarily or by operation of law, all or any part of the Property and the agreements herein contained shall be held to be covenants running with the Property for so long as this Agreement, or any extension thereof, remains in effect.

8.

Any notice provided or permitted to be given under this Agreement must be in writing and may be served by (i) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid, registered or certified mail, return receipt requested; or (ii) by delivering the same in person to such party; or (iii) by overnight or messenger delivery service that retains regular records of delivery and receipt; or (iv) by facsimile; provided a copy of such

notice is sent within one (1) day thereafter by another method provided above. The initial addresses of the parties for the purpose of notice under this Agreement shall be as follows:

If to City: Tomball Economic Development Corporation  
401 W. Market Street  
Tomball, Texas 77375  
Attn: President, Board of Directors

If to Company: Headquarters TOO, LLC  
1431 Graham Drive  
Tomball, Texas 77375  
Attn: Peter M. Licata,  
General Partner, Headquarters TOO, LLC  
President, TPC Real Estate Corp

9.

This Agreement shall be performable and enforceable in Harris County, Texas, and shall be construed in accordance with the laws of the State of Texas.

10.

Except as otherwise provided in this Agreement, this Agreement shall be subject to change, amendment or modification only in writing, and by the signatures and mutual consent of the parties hereto.

11.

The failure of any party to insist in any one or more instances on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, or condition, or right with respect to further performance.

12.

This Agreement shall bind and benefit the respective Parties and their legal successors and shall not be assignable, in whole or in part, by any party without first obtaining written consent of the other party.

13.

In the event any one or more words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement, or the application thereof to any person, firm, corporation, or circumstance, shall be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, then the application, invalidity or unconstitutionality of such words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement shall be deemed to be independent of and severable from the remainder of this Agreement, and the validity of the remaining parts of this Agreement shall not be affected thereby.

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the parties on this \_\_\_\_\_ day of \_\_\_\_\_ 2024 (the “Effective Date”).

**Headquarters TOO, LLC**

By: \_\_\_\_\_  
 Name: Peter M. Licata  
 Title: General Partner

ATTEST:

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

**TOMBALL ECONOMIC DEVELOPMENT  
CORPORATION**

By: \_\_\_\_\_

Name: Gretchen Fagan

Title: President, Board of Directors

ATTEST:

By: \_\_\_\_\_

Name: Bill Sumner

Title: Secretary, Board of Directors

DRAFT



## ACKNOWLEDGMENT

THE STATE OF TEXAS     §  
                                       §  
 COUNTY OF HARRIS       §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_  
 2024, by Peter Licata, Partner, Headquarters TOO, LLC for and on behalf of said company.

\_\_\_\_\_  
 Notary Public in and for the State of Texas

My Commission Expires: \_\_\_\_\_

(SEAL)

## ACKNOWLEDGMENT

THE STATE OF TEXAS     §  
                                       §  
 COUNTY OF HARRIS       §

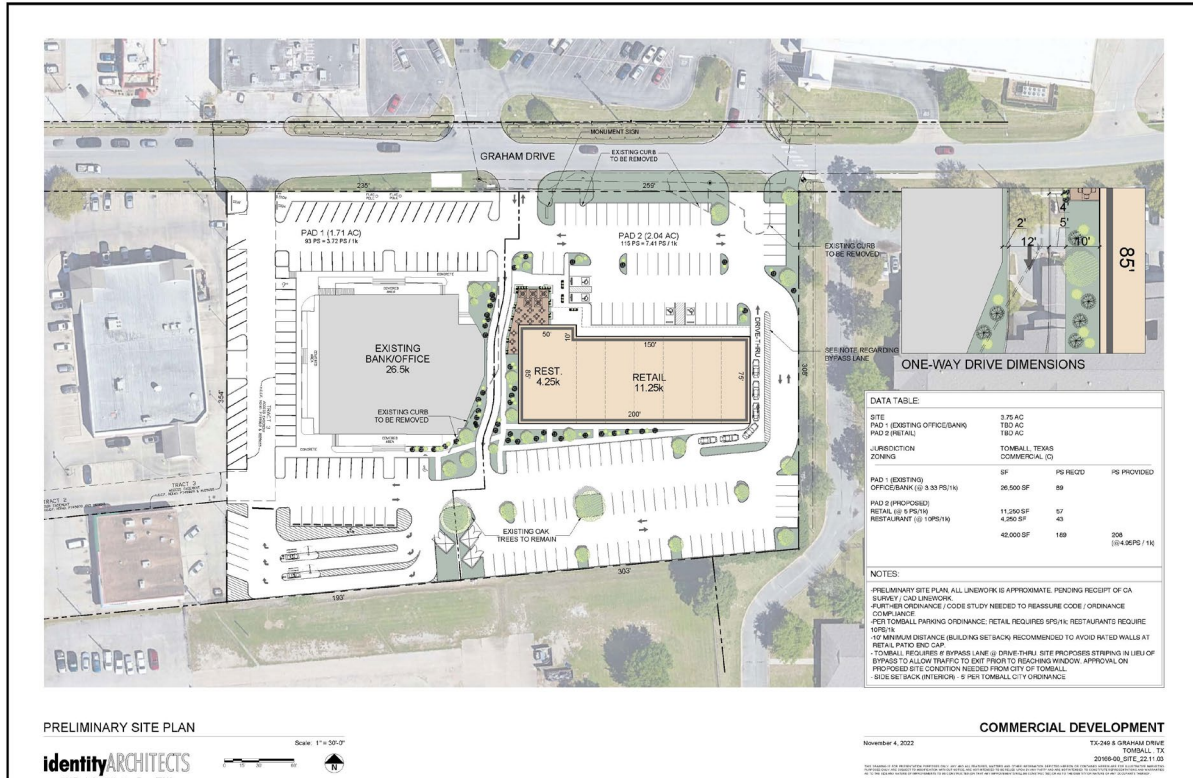
This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_  
 2023, by Gretchen Fagan, President of the Board of Directors of the Tomball Economic  
 Development Corporation, for and on behalf of said Corporation.

\_\_\_\_\_  
 Notary Public in and for the State of Texas

My Commission Expires: \_\_\_\_\_

(SEAL)

**Exhibit A**  
**Legal Description of Property**  
  
LT 1BLK 1 GRAHAM ROAD ESTATES  
1431 GRAHAM DR, TOMBALL, TX 77375



**Exhibit B**  
**Description of Improvements**

Construction of a 15,500 square foot commercial building  
at 1417 Graham Drive, Tomball, TX 7737.



## Exhibit C

### Description of Infrastructure Improvements

Targeted Infrastructure	Costs
Site Preparations	\$ 197,220.00
Storm Drainage	\$ 40,800.00
Sanitary Sewer	\$ 127,200.00
Water	\$ 39,360.00
Telecommunications/Internet	\$ 4,800.00
Electric	\$ 101,056.00
Gas	\$ 1,860.00
<b>Total</b>	<b>\$ 512,296.00</b>

# Regular Tomball EDC

## Agenda Item

### Data Sheet

**Meeting Date:** November 14, 2023

**Topic:**

Consideration and possible action by Tomball EDC to approve, as a Project of the Corporation, an agreement with IC Star Solar (USA), LLC to make direct incentives to, or expenditures for, the creation or retention of primary jobs associated with the development of its corporate headquarters to be located at 19200 Hamish Rd, Tomball, Texas 77377. The estimated amount of expenditures for such Project is \$522,000.00.

- Public Hearing

**Background:**

Imperial Star Solar (Cambodia) Co., Ltd. is a manufacturer of PV power generation products of solar cells and modules. They provide high quality products and services for the USA, Japan, India, Mexico, Brazil and other countries. They were established in Cambodia in February 2020.

Per the attached request letter, Isabella Xu, Global CEO, the company proposes to open its US corporate headquarters, IC Star Solar (USA), LLC. The proposed facility is a 380,000 square foot office/warehouse facility located at 19200 Hamish Rd, Tomball, TX, Lovett Industrial. The company plans to utilize 250,000 square foot of the space as the production line and the remaining space will be office/warehouse.

The company anticipates hiring 348 new jobs over the next 3 years. The estimated capital investment of this project is over \$29.8 million.

An economic impact analysis is included with the agreement to show the impact of this project on Tomball's economy. The proposed incentive is \$522,000, based upon \$1,500.00 per job created. of the five-year net benefit.

**Origination:** Isabella Xu, Global CEO, Imperial Star Solar (Cambodia) Co., Ltd.

**Recommendation:** Staff recommends approval of the Performance Agreement with IC Star Solar (USA), LLC

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

**FUNDING (IF APPLICABLE)**

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: X No: \_\_\_\_\_ If yes, specify Account Number: #Project Grants

If no, funds will be transferred from account # \_\_\_\_\_ To account # \_\_\_\_\_

Signed \_\_\_\_\_ Approved by \_\_\_\_\_

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Staff Member-TEDC	Date
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Executive Director-TEDC	Date
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## Imperial Star Solar (Cambodia) Co., Ltd.

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**Isabella Xu**

D: 626.876.2005

Isa.xu@fullstar.hk

November 9, 2023

Tiffani Wooten  
Assistant Director  
Tomball Economic Development Corporation  
29201 Quinn Road, Suite B  
Tomball, TX 77375

Re: Project Imperial Star Solar

Dear Tiffani,

On behalf of Imperial Star Solar (Cambodia) Co., Ltd., we respectfully request the support of the Tomball Economic Development Corporation and Tomball City Council for the Company's new solar panel manufacturing facility. This support is needed as part of our final decision to locate in the city.

Imperial Star are committed to providing continuous improvement of optimized design, construction technology, and technological innovation. With rich application technology advantages, we provide different users with high quality and more reliable in various complex energy system solution. The Company is in the process of expanding its capacity to the US to better serve our US clients, such as Repsol, Baywa CertainTeed, Heliene and Origis. The Company's site selection process has prioritized the City of Tomball as an ideal location for its new 1.6GW of solar panel production line and its employees. We are in the final stages of negotiating a lease for 380,000 square feet, which will provide substantial opportunities for growth in future years. The property is located at 19200 Hamish Rd, Tomball, TX 77377, Lovett Industrial. The Company plans to utilize 250,000 square feet of the space as the production line and the rest part will be warehouse and offices.

The Company plans to invest \$44.8 Million to accomplish this project over the next couple of years with \$22 Million dedicated to equipment, \$15 Million for the building and \$7.8 Million for building improvement. Construction and outfitting are anticipated to commence in December 2023, targeting the launch of operations in September, 2024. The Company plans to initially employ 167 full time equivalent jobs with an average annual payroll of \$10 Million. The second year will add 85 jobs to our portfolio after CenterPoint approved and finished the power upgrade to 7,000 kva.



## Imperial Star Solar (Cambodia) Co., Ltd.

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The Company is very excited about this opportunity with the City of Tomball and looks forward to a very meaningful partnership with the City for many years to come. As the Company finalizes its decision, the Company is very grateful for the support and encouragement of the EDC and Council.

Thank you for your consideration of this request.

Sincerely,

IMPERIAL STAR SOLAR (CAMBODIA) CO., LTD.

Isabella Xu

Global CEO







# INTERCHANGE|249 | FOR LEASE BUILDING 6 - 19200 HAMISH RD

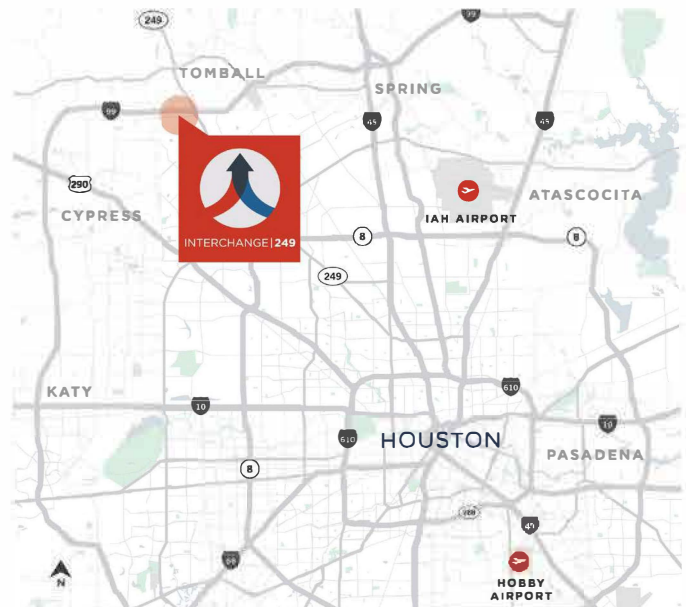
739,898 Square Feet Available

## INTERSECTION OF GRAND PARKWAY 99 AND 249



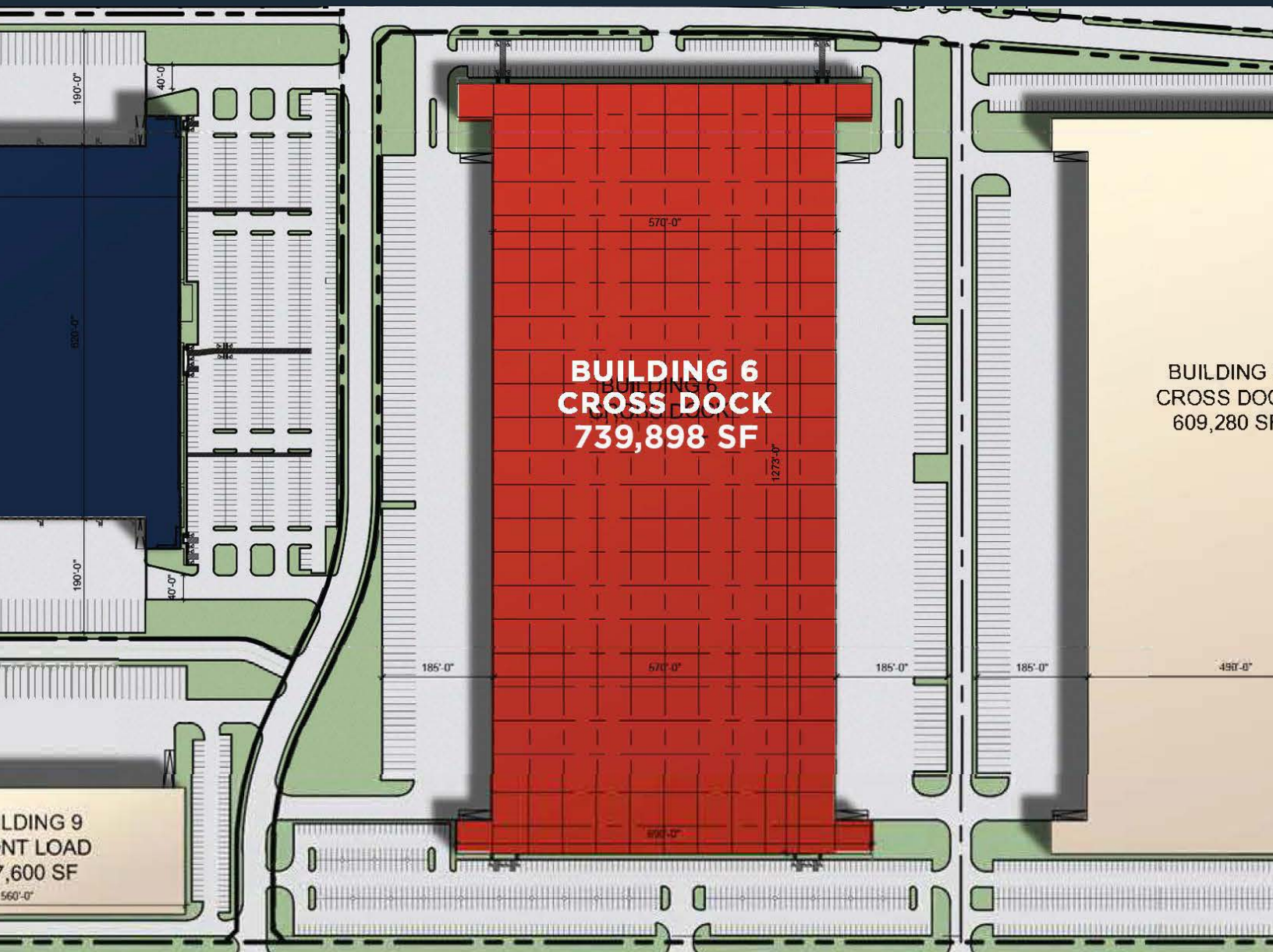
### BUILDING 6 HIGHLIGHTS

- Located in Class A+ master planned institutional industrial park in Northwest Houston with direct access to Grand Parkway 99 and Highway 249
- Pursuing LEED certification
- Divisible
- Oversized ramp doors on endcaps
- 739,898 SF
- Cross Dock
- 36' Clear
- ESFR Sprinklers
- 625 Car Parks
- 174 Trailer Parks
- Slab thickness : 8"





## Interchange 249 | Building 6 Site Plan



## SITE PLAN - BUILDING 06

Interchange 249 is a modern bulk distribution center located in the Houston Metroplex with great accessibility, making it well suited for both local and regional distribution. The park is located near the intersection of Grand Parkway 99 and Highway 249, Interchange 249 offers an unparalleled location at the new main and main in Northwest Houston.

The site benefits from unmatched labor and a growing residential and commercial boom.





## Interchange 249 | Master Site Plan



## PHASE 1

## DELIVERY Q1 2023

**BUILDING 1**  
**13804 BOUDREAUX RD**

- 19,960 SF AVAILABLE
- 98,679 SF TOTAL
- Rear Load
- 30' Clear
- ESFR Sprinklers
- 278 Car Parks

**BUILDING 6**  
**19200 HAMISH RD**

- 739,898 SF AVAILABLE
- Cross Dock
- 36' Clear
- ESFR Sprinklers
- 625 Car Parks
- 174 Trailer Parks

## ADDITIONAL BUILDINGS

- BUILDING 2 - 138,665 SF **LEASED**
- BUILDING 3 - 609,280 SF
- BUILDING 4 - 77,400 SF
- BUILDING 5 - 122,760 SF

- BUILDING 7 - 142,200 SF
- BUILDING 8 - 908,853 SF **LEASED**
- BUILDING 9 - 117,600 SF
- BUILDING 10 - 141,120 SF



CLARION PARTNERS

[www.clarionpartners.com](http://www.clarionpartners.com)

For more information on this opportunity, please contact.

**JIM FOREMAN**

+1 713 963 2824

[jim.foreman@cushwake.com](mailto:jim.foreman@cushwake.com)**ALLISON BERGMANN**

+1 713 963 2865

[allison.bergmann@cushwake.com](mailto:allison.bergmann@cushwake.com)

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## TOMBALL ECONOMIC DEVELOPMENT CORPORATION ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT

This Agreement (the “Agreement”) is made and entered into by and between the Tomball Economic Development Corporation, an industrial development corporation created pursuant to Chapter 501 et seq. of the Texas Local Government Code, located in Harris County, Texas (the “TEDC”), and Imperial Star Solar (Cambodia) Co., Inc. (the “Company”), for a proposed development to be located at 19200 Hamish Road Tomball, Texas 77377 (the “Site”) (with the TEDC and the Company each being a “Party” and together the “Parties”), and is made effective by the Parties by the execution of this Agreement below by each Party’s authorized representative (the “Effective Date”).

### RECITALS

**WHEREAS**, it is the established policy of the TEDC to adopt such reasonable measures from time-to-time as are permitted by law to endeavor to attract industry, create and retain primary jobs, expand the growth of the City of Tomball, Texas (the “City”), and thereby enhance the economic stability and growth of the City; and

**WHEREAS**, the Company is based in Cambodia proposes to locate its U.S. corporate headquarters to the Property, and as part of the process, plans to make capital investments including building improvements, fixed machinery and equipment and tangible personal property (the “Improvements”) in an amount equal to at least thirty million dollars (\$30,000,000) as are necessary to occupy the Property and grow the business; and

**WHEREAS**, the Company proposes to create at least three hundred forty-eight (348) new employment positions at the Site (the “Jobs”), and to maintain the Jobs on the Site as provided herein, in conjunction with the development at the Site; and

**WHEREAS**, in consideration of the Company’s creation and maintenance of the Improvements and Jobs, the TEDC desires to provide a direct incentive to the Company of an amount not to exceed five hundred twenty-two thousand dollars (\$522,000) (the “Incentive”), as more specifically described below, for the Company’s performance of creating and maintaining the Improvements and the Jobs at the Site; and

**WHEREAS**, this expenditure is found by the Board of Directors of the TEDC to be required or suitable for the promotion and development of new or expanded business enterprises as contemplated in Texas Local Government Code 505.158; and

**WHEREAS**, the Company has agreed, in exchange and as consideration for the Incentive, to satisfy and comply with the terms and conditions provided in this Agreement; and

**NOW, THEREFORE**, in consideration of the promises and the mutual benefits and obligations set forth herein, including the recitals set forth above, the Parties agree as follows:

## AGREEMENT

**1.** The Company covenants and agrees that it will construct the Improvements and operate and maintain the proposed business on the Site for a term of at least five (5) years after the Effective Date (the “Term”), and will for the Term, create and maintain the Jobs on the Site at the prevailing wage. In conjunction with the development of the Site, the Company further agrees to construct the Improvements contemplated by this Agreement, in accordance with the requirements of the ordinances of the City and the plans and specifications approved by the City. The Company further represents and agrees that it will certify the costs of the construction of such Improvements to the TEDC prior to construction.

**2.** The Company also covenants and agrees that construction of the Improvements must commence within one hundred eighty (180) days from the Effective Date. The construction of the Improvements to the Site shall be completed, and all necessary occupancy permits from the City shall be obtained within five (5) years after the Effective Date. Extensions of these deadlines, due to any extenuating circumstance or uncontrollable delay, may be granted at the sole discretion of the Board of Directors of the TEDC.

**3.** The Company further covenants and agrees that it does not and will not knowingly employ an undocumented worker. An “undocumented worker” shall mean an individual who, at the time of employment, is not: (a) lawfully admitted for permanent residence to the United States; or (b) authorized by law to be employed in that manner in the United States.

**4.** In consideration of the Company's representations, promises, and covenants regarding the Improvements and the Jobs, all of which is more specifically described in the attached “Exhibit A”, the TEDC agrees to grant to the Company the Incentive, to be paid as follows:

**a.** By December 31, 2024, the Company shall provide certification to the TEDC that it has created one hundred sixty-seven (167) jobs at the Site (the “Year One Jobs”). The TEDC will provide to the Company one thousand five hundred dollars (\$1,500) for each of the Year One Jobs, which shall be two hundred fifty thousand five hundred dollars (\$250,500) (the “Year One Grant”). The TEDC shall provide the Year One Grant within sixty (60) days of the Company’s proof of the Year One Jobs.

**b.** By December 31, 2025, the Company shall provide certification to the TEDC that it has created an additional one hundred five (105) jobs at the Site over and above the Year One Jobs (the “Year Two Jobs”). The TEDC will provide to the Company one thousand five hundred dollars (\$1,500) for each of the Year Two Jobs, which shall be one hundred fifty-seven thousand five hundred dollars (\$157,500) (the “Year Two Grant”). The TEDC shall provide the Year Two Grant within sixty (60) days of the Company’s proof of the Year Two Jobs.

**c.** By December 31, 2026, the Company shall provide certification to the TEDC that it has created an additional seventy-six (76) jobs at the Site over and above the Year Two Jobs (the “Year Three Jobs”). The TEDC will provide to the Company one thousand five hundred dollars (\$1,500) for each of the Year Three Jobs, which shall be one hundred fourteen thousand dollars (\$114,000) (the “Year Three Grant”). The TEDC shall provide the Year Three Grant within sixty (60) days of the Company’s proof of the Year Three Jobs.

**d. Recapture.** In the event the number of jobs originally projected in any given year of the Term is not met or maintained, then the amount of the funding provided to the Company by TEDC will be reduced on a pro-rata basis to reflect the actual number of jobs at the time of the request for disbursement of funds. Additionally, any unmet Year One Jobs or Year Two Jobs may be requested in the Year Three Grant Payment and closeout.

5. The TEDC agrees to distribute the payments of the Year One, Two, and Three Grants to the Company within sixty (60) days of receipt of a letter from the Company certifying the creation of each year's Jobs and the investment on the Site of the value of the Improvements (the "Certification Letter"). The Certification Letter shall include: (a) proof that the Company has added the number of employees indicated above to its business operations on the Site, as evidenced by copies of Texas Workforce Commission form C-3 or Internal Revenue Service Form 941; (b) certification of the actual costs of constructing the Improvements; (c) a copy of the City's occupancy permit for the Improvements; (d) verification from the City acknowledging that all necessary plats, permits, plans, and specifications have been received, reviewed, and approved; (e) verification that the Improvements have been constructed in accordance with the approved plans and specifications; (f) an affidavit stating that all contractors and subcontractors providing work and/or materials in the construction of the Improvements have been paid and any and all liens and claims regarding such work have been released; and, (g) proof of payment to all contractors and subcontractors providing work and/or materials in the construction of the Improvements, proof of payment must include copies of canceled checks and/or credit card receipts and copies of paid invoices from all contractors and subcontractors. Each year thereafter throughout the Term.

6. It is understood and agreed by the Parties that, if the Company fails to provide proof to the TEDC through the Certification Letter or any other means, that by the end of the Term, that the Company has not caused the appropriate number of Jobs or value of the Improvements to be maintained at the Site (i.e. that three hundred forty-eight (348) jobs have been created at the Site, and that thirty million dollars (\$30,000,000) has been invested in the Site), then the Company will be in default of this Agreement. In the event of a default by the Company on any of its obligations under this Agreement, the Company shall reimburse the TEDC the full amount paid to the Company by the TEDC, with interest at the rate equal to the 90-day Treasury Bill plus one-half percent ( $\frac{1}{2}\%$ ) per annum, within thirty (30) days after the TEDC notifies the Company of the default. It is further understood and agreed by the Parties that if the Company, or any owner or lessee of the Improvements, is convicted of a violation under 8 U.S.C. Section 1324a(f), the Company will reimburse the TEDC the full amount paid to the Company, with interest at the rate equal to the 90-day Treasury Bill plus one-half percent ( $\frac{1}{2}\%$ ) per annum, within thirty (30) days after the TEDC notifies the Company of the violation. The Company shall also reimburse the TEDC for any and all reasonable attorney's fees and costs incurred by the TEDC as a result of any action required to obtain reimbursement of such funds. Such reimbursement shall be due and payable thirty (30) days after the Company receives written notice of default. It is understood and agreed by the parties that, in the event of a default by the TEDC on any of its obligations under this Agreement, the Company's sole and exclusive remedy shall be limited to either: a) the termination of this Agreement; or, b) a suit for specific performance. Nothing in this Agreement prohibits the TEDC from working with the Company to find an alternate remedy to a default by the Company, including, but not limited to, the Company remitting to the TEDC one thousand

five hundred dollars (\$1,500) for every job that is not created and maintained as required by Section 4.

7. This Agreement shall inure to the benefit of and be binding upon the TEDC and the Company, and upon the Company's successors and assigns, lessees, affiliates, and subsidiaries and shall remain in force whether the Company sells, leases, assigns, or in any other manner disposes of, either voluntarily or by operation of law, all or any part of the Site.

8. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by (i) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid, registered or certified mail, return receipt requested; or (ii) by delivering the same in person to such party; or (iii) by overnight or messenger delivery service that retains regular records of delivery and receipt; or (iv) by facsimile; provided a copy of such notice is sent within one (1) day thereafter by another method provided above. This Agreement shall be performable and enforceable in Harris County, Texas, and shall be construed in accordance with the laws of the State of Texas. The initial addresses of the parties for the purpose of notice under this Agreement shall be as follows:

**If to City:**  
**Tomball Economic Development Corporation**  
**Attn: President, Board of Directors**  
**401 W. Market Street**  
**Tomball, Texas 77375**

**If to Company:**  
**Imperial Star Solar (Cambodia) Co., Inc.**  
**Attn: Zak Cui**  
**19200 Hamish Road**  
**Tomball, Texas 77377**

10. Except as otherwise provided in this Agreement, this Agreement shall be subject to change, amendment, or modification only in writing, and by the signatures and mutual consent of the Parties.

11. The failure of any Party to insist in any one or more instances on the performance of any of the terms, covenants, or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, or condition, or right with respect to further performance.

12. This Agreement shall bind and benefit the respective Parties and their legal successors and shall not be assignable, in whole or in part, by any Party without first obtaining written consent of the other Party.

13. In the event any one or more words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement, or the application thereof to any person, firm, corporation, or circumstance, shall be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, then the application, invalidity or unconstitutionality of such words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement shall be deemed to be independent of and severable from the remainder of this Agreement, and the validity of the remaining parts of this Agreement shall not be affected thereby.

14. **Personal Liability of Public Officials:** To the extent permitted by law, no director, officer, employee or agent of the TEDC, and no officer, employee or agent of the City, shall be personally responsible for any liability arising under or growing out of this Agreement.



**THE PARTIES HEREBY ACKNOWLEDGE AND AGREE TO THE COVENANTS, CONDITIONS, AND PROMISES CONTAINED IN THIS AGREEMENT, AND BY THE EXECUTION OF THIS AGREEMENT BELOW THROUGH THE SIGNATURES OF EACH PARTY'S AUTHORIZED REPRESENTATIVE, EACH PARTY BINDS ITSELF TO THE TERMS OF THIS AGREEMENT.**

**In TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the parties on this \_\_\_\_ day of \_\_\_\_\_ 2024 (the "Effective Date")**

**IC Star Solar (USA), LLC**

By: \_\_\_\_\_

Name: Isabella XU

Title: Global CEO, IC Star Solar (USA), LLC

ATTEST:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**TOMBALL ECONOMIC DEVELOPMENT CORPORATION**

By: \_\_\_\_\_

Name: Gretchen Fagan

Title: President, Board of Directors

ATTEST:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Secretary, Board of Directors

**ACKNOWLEDGMENT**

THE STATE OF TEXAS     §  
   §  
 COUNTY OF HARRIS       §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_  
 2024, by Isabella XU, Global CEO, IC Star Solar (USA), LLC, for and on behalf of said company.

\_\_\_\_\_  
 Notary Public in and for the State of Texas

My Commission Expires: \_\_\_\_\_

(SEAL)

**ACKNOWLEDGMENT**

THE STATE OF TEXAS     §  
   §  
 COUNTY OF HARRIS       §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_  
 2023, Gretchen Fagan, President of the Board of Directors of the Tomball Economic Development  
 Corporation, for and on behalf of said Corporation.

\_\_\_\_\_  
 Notary Public in and for the State of Texas

My Commission Expires: \_\_\_\_\_

(SEAL)

**Exhibit A**  
**Description of Property**

*Item 11.*

Property Address: 19200 Hamish Road, Tomball, Texas 77377

# Regular Tomball EDC Agenda Item Data Sheet

**Meeting Date:** November 14, 2023

**Topic:**

Consideration and possible action by Tomball EDC to approve, a Resolution of which the caption reads:

“A RESOLUTION OF THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION PROVIDING THE TIME AND PLACE OF THE REGULAR MEETINGS OF THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION IN THE CITY OF TOMBALL, TEXAS FOR THE YEAR 2024.”

**Background:**

The Tomball Economic Development Corporation (TEDC By-laws require the schedule of regular meetings to be set by resolution stating the time and place of each meeting).

The proposed 2024 calendar of TEDC Regular Board Meetings is below.

**January 16, 2024**

**March 5, 2024**

**May 14, 2024**

**August 13, 2024**

**September 10, 2024 (if needed)**

**November 12, 2024**

**Origination:** TEDC By-laws

**Recommendation:** Staff recommends approval of the Resolution for the 2024 Board of Directors Meeting Calendar.

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

**FUNDING (IF APPLICABLE)**

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: \_\_\_\_\_ No: \_\_\_\_\_ If yes, specify Account Number: # \_\_\_\_\_

If no, funds will be transferred from account # \_\_\_\_\_ To account # \_\_\_\_\_

Signed \_\_\_\_\_

Staff Member-TEDC

Date

Approved by \_\_\_\_\_

Executive Director-TEDC

Date

# 2024

## MEETING DATES

January 16, 2024

March 5, 2024

May 14, 2024

August 13, 2024

September 10, 2024 (if needed)

November 12, 2024

## TIME

5:30 p.m.

## LOCATION

City of Tomball

Council Chambers

401 W. Market Street

Tomball, TX 77375

## NOTES

Fiscal Year is Oct. 1 to Sept. 30

November 2023—First regular meeting of the new fiscal year

### - JANUARY -

S	M	T	W	TH	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

### - FEBRUARY -

S	M	T	W	TH	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

### - MARCH -

S	M	T	W	TH	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

### - APRIL -

S	M	T	W	TH	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

### - MAY -

S	M	T	W	TH	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

### - JUNE -

S	M	T	W	TH	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

### - JULY -

S	M	T	W	TH	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

### - AUGUST -

S	M	T	W	TH	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

### - SEPTEMBER -

S	M	T	W	TH	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

### - OCTOBER -

S	M	T	W	TH	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

### - NOVEMBER -

S	M	T	W	TH	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

### - DECEMBER -

S	M	T	W	TH	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

**RESOLUTION NO. 2023-49-TEDC**

**A RESOLUTION OF THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION, PROVIDING THE TIME AND PLACE OF THE REGULAR MEETINGS OF THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION IN THE CITY OF TOMBALL, TEXAS, FOR THE YEAR 2024.**

\* \* \* \* \*

**WHEREAS**, ARTICLE III, section 3.05 of the Bylaws of the Tomball Economic Development Corporation provides that the Tomball Economic Development Corporation Board of Directors shall set the time and place of its regular meetings by resolution, such meetings to be held at 5:30 p.m. at the Registered Office of the Tomball Economic Development Corporation located at 401 W. Market Street in Tomball, Texas; and,

**NOW THEREFORE, BE IT RESOLVED BY THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION:**

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

**Section 2.** The time and place of the regular meetings of the Tomball Economic Development Corporation for the year 2024 shall be as follows:

Dates:           January 16, 2024  
                       March 5, 2024  
                       May 14, 2024  
                       August 13, 2024  
                       September 10, 2024  
                       November 12, 2024

Time:            5:30 p.m.  
 Location:       Tomball City Hall  
                       City Council Chambers  
                       401 Market Street  
                       Tomball, Texas

**Section 3.** In the event any clause, phrase, provision, sentence, or part of this Resolution 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 Resolution as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the Tomball Economic Development Corporation, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

**Section 4.** All resolutions or parts of resolutions inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed.

**PASSED AND APPROVED BY A VOTE OF \_\_\_\_ TO \_\_\_\_ AS SET OUT BELOW AT THE MEETING OF THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION HELD ON THE 14th DAY OF November, 2023:**

GRETCHEN FAGAN	_____
RICHARD BRUCE	_____
BILL SUMNER JR.	_____
CLETE JAEGER	_____
CHAD DEGGES	_____
LISA COVINGTON	_____
JIM ENGELKE	_____

\_\_\_\_\_  
GRETCHEN FAGAN, President

ATTEST:

\_\_\_\_\_  
TIFFANI WOOTEN, Assistant Director

# Regular Tomball EDC

## Agenda Item

### Data Sheet

**Meeting Date:** November 14, 2023

**Topic:**

Election of Officers: President, Vice President, Secretary, Treasurer

**Background:**

The TEDC By-laws require the Corporation officers to elect a President, Vice President, Secretary, and Treasurer annually. The current officers are:

President – Gretchen Fagan

Vice President – Vacant

Secretary – Bill Sumner

Treasurer – Richard Bruce

**Origination:** TEDC By-laws

**Recommendation:**

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

Kelly Violette

**FUNDING (IF APPLICABLE)**

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: \_\_\_\_\_ No: \_\_\_\_\_

If yes, specify Account Number: # \_\_\_\_\_

If no, funds will be transferred from account # \_\_\_\_\_

To account # \_\_\_\_\_

Signed \_\_\_\_\_

Staff Member-TEDC

Date

Approved by \_\_\_\_\_

Executive Director-TEDC

Date



**President**

The president shall be the chief executive officer of the Corporation. The president shall supervise and control all of the business and affairs of the Corporation. The president shall preside at all meetings of Board of Directors. When the execution of any contract or installment shall have been authorized by the Board, then the president shall execute same except where such power is expressly delegated to another officer of the Corporation. The president shall perform other duties prescribed by the Board and all duties incident to the office of president.

**Vice President**

When the president is absent, is unable to act, or refuses to act, the vice president shall perform the duties of the president. When acting in place of the president, the vice president shall have all the powers and duties as the president and be subject to all of the limitations and restrictions placed upon the president.

**Secretary**

The secretary shall oversee that the Corporation staff perform the following duties:

- (a) Give all notices as provided in the bylaws or as required by law.
- (b) Take minutes of the meetings of the Board of Directors and keep the minutes as part of the corporate records.
- (c) Maintain custody of the corporate records, authenticate corporate documents and affix the seal of the Corporation as required.
- (d) Keep a register for the mailing address of each Director and officer of the Corporation.
- (e) Perform duties as assigned by the president of the Board of Directors
- (f) Perform all duties incident to the office of secretary

**Treasurer**

The treasurer shall oversee that the Corporation staff perform the following duties:

- (a) have charge and custody of and be responsible for all funds and securities of the Corporation.
- (b) Receive and give receipts for moneys due and payable to the Corporation from any source.
- (c) Deposit all moneys in the name of the Corporation in banks, trust companies, or other depositories as provided by these Bylaws.
- (d) Write checks and disburse funds to discharge obligations of the Corporation.
- (e) Maintain the financial books and records of the Corporation.
- (f) Prepare financial reports at least annually.
- (g) Perform other duties as assigned by the Board of Directors.
- (h) Perform all duties incident to the office of treasurer.

# Regular Tomball EDC

## Agenda Item

### Data Sheet

**Meeting Date:** November 14, 2023

**Topic:**

Consideration and possible action by Tomball EDC to approve an amendment to the Commercial Real Estate Listing Agreement with Colliers International for the sale of EDC owned property in the Tomball Business and Technology Park.

**Background:**

The Tomball Economic Development Corporation first approved a one-year listing agreement with Colliers International on November 19, 2013, to represent the TEDC in the listing and sale of property in the Tomball Business and Technology Park. The agreement has been renewed by the Board each November since its initial approval.

The TEDC also has a Buyer Representation Agreement with Colliers International covering real estate brokerage services in connection with the acquisition of property. That agreement was first approved on August 14, 2018 and was later amended to include the selling and/or leasing of the South Live Oak property.

The proposed agreement includes an additional amendment for the selling and/or leasing of the First Baptist Church Campus/Old Town Tomball properties.

**Origination:** Kelly Violette, Executive Director, Tomball Economic Development Corporation

**Recommendation:** Staff recommends approval of the amendment to the Commercial Real Estate Contract.

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

**FUNDING (IF APPLICABLE)**

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: \_\_\_\_\_ No: \_\_\_\_\_ If yes, specify Account Number: # \_\_\_\_\_

If no, funds will be transferred from account # \_\_\_\_\_ To account # \_\_\_\_\_

Signed \_\_\_\_\_ Approved by \_\_\_\_\_  
 Staff Member-TEDC Date Executive Director-TEDC Date



## AMENDMENT TO LISTING

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### AMENDMENT TO LISTING AGREEMENT BETWEEN THE UNDERSIGNED PARTIES CONCERNING THE PROPERTY AT

First Baptist Church Campus/Old Town Tomball, South Live Oak Industrial Park (aka Live Oak Business Park), and real property both in close proximity to and as expansion space along with any other real property acquired by Owner/Seller.

"Owner" means the seller or landlord of the above-referenced Property.

Effective November 30, 2023, Owner and Broker amend the above-referenced Listing as follows:

- ☐ A. The Listing Price in Paragraph 3 of the Listing is changed to: \$ \_\_\_\_\_.
- ☒ B. The date the Listing ends in Paragraph 4 of the Listing is changed to: November 30, 2024.
- ☐ C. Owner instructs Broker to cease marketing the Property on \_\_\_\_\_ and to resume marketing the Property on: ☐ (1) receipt of further instructions from Owner; or ☐ (2) \_\_\_\_\_.

The Listing is not terminated and remains in effect for all other purposes.

- ☐ D. Paragraph(s) \_\_\_\_\_ are changed as follows:

**Colliers International Houston, Inc**

Broker's (Company's) Printed Name 0029114 License No.

DocuSigned by:

*Tom Condon*

By: 3E1F4A6551E5403...

Broker's Associate's Signature

**Tom Condon, Jr., Principal**

11/2/2023

Date

**Tomball Economic Development Corporation**

By:

Seller or Landlord

**Kelly Violette, Executive Director**

Date

Seller or Landlord

Date

(TXR-1404) 1-7-04

Page 1 of 1

# Regular Tomball EDC

## Agenda Item

### Data Sheet

**Meeting Date:** November 14, 2023

**Topic:**

Consideration and possible action by Tomball EDC to approve an amendment to Exclusive Representation Agreement with Colliers International for real estate services related to the acquisition of property within the city limits of or ETJ of Tomball.

**Background:**

The Tomball Economic Development Corporation first approved a one-year Exclusive Representation Agreement with Colliers International on November 10, 2020 to represent the TEDC in real estate services related to the acquisition of property within the city limits or ETJ of Tomball.

The Agreement is set to expire on November 30, 2023.

The attached Amendment to Exclusive Representation Agreement extends the agreement for an additional year; with all other terms of the executed Agreement remaining the same.

**Origination:** Kelly Violette, Executive Director, Tomball Economic Development Corporation

**Recommendation:** Approval of the amendment to the Exclusive Representation Agreement.

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

**FUNDING (IF APPLICABLE)**

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: \_\_\_\_\_ No: \_\_\_\_\_ If yes, specify Account Number: # \_\_\_\_\_

If no, funds will be transferred from account # \_\_\_\_\_ To account # \_\_\_\_\_

Signed \_\_\_\_\_ Approved by \_\_\_\_\_  
 Staff Member-TEDC Date Executive Director-TEDC Date



## AMENDMENT TO LISTING

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### AMENDMENT TO LISTING AGREEMENT BETWEEN THE UNDERSIGNED PARTIES CONCERNING THE PROPERTY AT

located within Tomball city limits, its E.T.J. or adjacent areas there to

"Client" means the buyer or tenant of the above-referenced Property.

Effective November 30, 2023, Owner and Broker amend the above-referenced Listing as follows:

- ☐ A. The Listing Price in Paragraph 3 of the Listing is changed to: \$ \_\_\_\_\_.
- ☒ B. The date the Listing ends in Paragraph 4 of the Listing is changed to: November 30, 2024.
- ☐ C. Owner instructs Broker to cease marketing the Property on \_\_\_\_\_ and to resume marketing the Property on: ☐ (1) receipt of further instructions from Owner; or ☐ (2) \_\_\_\_\_.

The Listing is not terminated and remains in effect for all other purposes.

- ☐ D. Paragraph(s) \_\_\_\_\_ are changed as follows:

### Tomball Economic Development Corporation

By:

Seller or Landlord \_\_\_\_\_ Date \_\_\_\_\_  
**Kelly Violette, Executive Director**

### Colliers International Houston, Inc.

Broker's (Company's) Printed Name 0029114 License No. \_\_\_\_\_

DocuSigned by:  
Tom Condon 11/2/2023  
By: 3F1F4A6551E5403

Broker's Associate's Signature \_\_\_\_\_ Date \_\_\_\_\_  
**Tom Condon, Jr., Principal**

Seller or Landlord \_\_\_\_\_ Date \_\_\_\_\_

(TXR-1404) 1-7-04

Page 1 of 1

# Regular Tomball EDC Agenda Item Data Sheet

**Meeting Date:** November 14, 2023

**Topic:**

EXECUTIVE SESSION: The Tomball Economic Development Corporation Board will meet in Executive Session as authorized by Title 5, Chapter 551, Texas Government Code, The Texas Open Meetings Act, for the following purpose:

- Section 551.072, - Deliberations regarding real property: Deliberate the purchase, exchange, sale, lease, or value of real property.
- Section 551.087, - Deliberation regarding Economic Development negotiations.

**Background:**

**Origination:** Kelly Violette, Executive Director, Tomball Economic Development Corporation

**Recommendation:**

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

**FUNDING (IF APPLICABLE)**

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: \_\_\_\_\_ No: \_\_\_\_\_ If yes, specify Account Number: # \_\_\_\_\_

If no, funds will be transferred from account # \_\_\_\_\_ To account # \_\_\_\_\_

Signed _____	Approved by _____
Staff Member-TEDC _____	Executive Director-TEDC _____
Date _____	Date _____

# Regular Tomball EDC Agenda Item Data Sheet

**Meeting Date:** November 14, 2023

**Topic:**

Reconvene into regular session and take action, if necessary, on items discussed in Executive Session.

**Background:**

**Origination:** Kelly Violette, Executive Director

**Recommendation:**

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

**FUNDING (IF APPLICABLE)**

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: \_\_\_\_\_ No: \_\_\_\_\_ If yes, specify Account Number: # \_\_\_\_\_

If no, funds will be transferred from account # \_\_\_\_\_ To account # \_\_\_\_\_

Signed	_____	Approved by	_____
	Staff Member-TEDC		Executive Director-TEDC
	Date		Date

# Regular Tomball EDC

## Agenda Item

### Data Sheet

**Meeting Date:** November 14, 2023

**Topic:**

Presentation and discussion regarding Shop and Stroll events.

**Background:**

**Origination:**

**Recommendation:** Presentation item only; no Board action required.

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

**FUNDING (IF APPLICABLE)**

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: \_\_\_\_\_ No: \_\_\_\_\_ If yes, specify Account Number: # \_\_\_\_\_

If no, funds will be transferred from account # \_\_\_\_\_ To account # \_\_\_\_\_

Signed	_____	Approved by	_____
	Staff Member-TEDC		Executive Director-TEDC
	Date		Date



# Regular Tomball EDC Agenda Item Data Sheet

**Meeting Date:** November 14, 2023

**Topic:**

TEDC Quarterly update on 2023-2024 Strategic Work Plan.

**Background:**

**Origination:** Kelly Violette, Executive Director

**Recommendation:** Presentation item only.

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

**FUNDING (IF APPLICABLE)**

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: \_\_\_\_\_ No: \_\_\_\_\_ If yes, specify Account Number: # \_\_\_\_\_

If no, funds will be transferred from account # \_\_\_\_\_ To account # \_\_\_\_\_

Signed	_____	Approved by	_____
	Staff Member-TEDC		Executive Director-TEDC
	Date		Date

## 2023 – 2024 STRATEGIC PLAN: QUARTERLY UPDATE

### GOAL 1: BUSINESS RETENTION & EXPANSION (BRE)

***To continually engage and assist in the success of Tomball businesses.***

1. Conduct 12 BRE on-site or virtual visits per quarter and report feedback from visits to board.
2. Conduct an annual online business survey to identify and manage business needs.
3. Continue the Grow Tomball initiative to highlight and promote local businesses.
  - (a) Share success stories on the Tomball EDC website.
  - (b) Support Tomball EDC podcasts.
  - (c) Develop video success stories to be added to the Tomball EDC website.
  - (d) Expand reach using YouTube, Google SEO, Instagram Reels, and paid ads.
  - (e) Explore creative ways to increase public exposure.
4. Produce programming that meets the needs of the existing industry leaders in Tomball.
  - (a) Host 2 networking events.
  - (b) Host 1 Outlook Luncheon.
5. Activate the “Made in Tomball” Initiative.
6. Explore programming and financial incentives to help existing industries expand.

### STATUS/UPDATES

- 12 site visits have been conducted with the necessary follow-up from each visit.
- A Business Retention and Expansion (BRE) Survey will be sent out Q2 of 2024.
- 5 new success stories have been added to the TEDC website. These are updated quarterly.
  - Lovett Industrial & Interchange 249

- Manna Bread from Heaven
  - Boatman Construction
  - Veolia Water Technologies & Solutions
  - French Inspection
- Staff is working with Beefy Marketing regarding TEDC Sponsored Podcasts.
  - 1 new video success story (Veolia Water Technologies & Solutions) has been uploaded to the TEDC website.
  - The Annual Economic Outlook Luncheon was held on October 18<sup>th</sup>.
  - A business networking event ("Mix N Jingle") is planned for December 7<sup>th</sup> at Paradigm Brewing Co.
  - Visit Tomball website has been launched with a specific "Made in Tomball" page.

## **GOAL 2: ATTRACTION & RECRUITMENT**

### ***Recruit and secure new businesses/industry that are suitable for Tomball.***

1. Enhance Tomball's image as a community of choice through marketing and branding efforts.
  - (a) Use creative approaches to tell Tomball's story.
2. Continue developing and maintaining relationships with businesses, site selectors, brokers, and developers, and maintain an awareness of available real estate properties within the community.
3. Support infill and redevelopment opportunities to attract new private sector investment.
4. Explore public financing tools including Tax Increment Reinvestment Zones (TIRZ) to finance infrastructure improvements and encourage quality development/redevelopment projects.
5. Support local and emerging entrepreneurs.
  - (a) Provide workshops emphasizing financial literacy, business management, marketing, networking, recruitment, etc. that will help their businesses grow or be more profitable.

6. Create an Incentives Policy to guide the TEDC in offering economic incentives.
  7. Initiate a direct marketing campaign for target industries.
    - (a) Produce a one-page marketing summary for each target industry.
    - (b) Create a database of target companies and contacts.
    - (c.) Participate in key industry events.
- 

### STATUS/UPDATES

- Marketing and Branding efforts continue to be updated to reflect a “We Mean Business” theme.
- Continued working with a marketing firm on a TEDC Social Media Campaign to strengthen identity and resources.
  - 244% increase of followers from Q3 - 2022 to Q3 – 2023 and over 53K Impressions
- Ongoing coordination with COT regarding needed infrastructure in target areas.
- Staff attended the Texas Downtown Association Annual Conference.

### GOAL 3: DEVELOPMENT/REDEVELOPMENT OF OLD TOWN

#### *To encourage quality investment in Tomball's Old Town*

1. Partner with the City of Tomball on targeted infrastructure improvements (alleyways, parking, wayfinding, etc.)
  - (a.) Partner with stakeholders to help minimize construction disruption and to provide additional marketing assistance for those businesses who do experience disruption.
2. Continue to plan for and improve parking and pedestrian access.
  - (a.) Consider needed improvements.
  - (b.) Install signage on TEDC lots.

(c.) Fund wayfinding in Old Town directing people to parking.

3. First Baptist Church Project:

(a.) Initiate planning process.

4. Create a project and financing plan for the redevelopment of the South Live Oak Business Park.
5. Continue to promote incentives and explore additional ways to encourage upgrades to properties in Old Town.
6. Continue to partner with Old Town business owners to further develop and support the Shop and Stroll.

---

#### STATUS/UPDATES

- Initial construction/phase 1 of alleyway enhancements have started as of September 2023.
- Ongoing communication and meetings held with COT Staff regarding parking projects/opportunities.
- Free Parking signage has been installed at the parking lots at First Baptist Church.
- Working on Design Contract for amenity package for alleyways.
- Purchase of ancillary site adjacent to the First Baptist Church has been made to expand TEDC ownership.
- Staff continues to work with Synchro on the vision/planning of the First Baptist Church site.
- TEDC completed the grant with Sip Hip Hooray that incentivized the successful monthly Shop & Stroll's that were held in Old Town Tomball.
- Multiple meetings held with Old Town Merchants regarding the future of the Shop and Stroll events.
- Texas Downtown Association to be in Tomball on November 15<sup>th</sup> to complete a Downtown Assessment that will help guide the Downtown Merchants on how to best move forward for future Downtown events.

#### GOAL 4: EDUCATION & WORKFORCE DEVELOPMENT

**Partner with local/regional education institutions, City of Tomball, Greater Tomball Area Chamber of Commerce, and local industries to further develop youth workforce programs and initiatives.**

1. Continue to serve on the P-TECH Steering Committee with Lone Star College-Tomball, TISD, and HCA officials.
  - a. Research grant funding opportunities for the P-TECH program.
2. Continue to serve on the TISD – CTE Advisory Board to create pathways for CTE students to enter the workforce and gain work-based learning credentials with industry partners.
3. Work with our Regional Workforce Board and Texas Workforce Commission on available resources for local industries.
4. Continue to work with local/regional education institutions to support a Grow Tomball – Youth Program.
  - (a) Work with education institutions to host job/career fairs.
  - (b) Create and maintain a job board for High School and College Students on the TEDC Website.
  - (c) Research funding partners for Internship/Apprenticeship Program.
  - (d) Launch the 2023-2024 Internship/Apprenticeship Program.
  - (e) Work with TISD to launch a Teacher Externship Program.

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**STATUS/UPDATES**

- Working with TISD, to finalize 2023 youth workforce initiative calendar.
- Serve on the Tomball ISD – CTE Advisory Board (Semi-Annual) Meetings to ensure that Tomball ISD and industry needs are promoting the 21<sup>st</sup> century skills that students will need.
- Serve on the Lone Star College-Tomball Designer in Residence 2.0 Regional Design Team.
- Serve on the TISD P-TECH Committee Meetings to further the partnership between TISD, LSC-Tomball, and HCA.

- Working with TISD and Industry partners to develop a 2023 apprenticeship/internship pilot program.
- Working with Lone Star College-Tomball to host a community Career Fair: April 24<sup>th</sup> from 10am-3pm.
- Created a “Youth Employment Program” featured on the TEDC website for area businesses to list available job openings for Tomball youth.
- Worked with TISD to launch “Teacher Tuesdays” the first Teacher Externship Program.
  - Six CTE Teachers representing both high school and junior high campuses participated in externships with eight local businesses this summer.