NOTICE OF REGULAR TOMBALL ECONOMIC DEVELOPMENT CORPORATION MEETING



ECONOMIC DEVELOPMENT CORP.

Tuesday, May 14, 2024 5:30 PM

Notice is hereby given of a meeting of the Tomball Economic Development Corporation, to be held on Tuesday, May 14, 2024 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 MAY 14, 2024, 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.

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: 840 0770 5100 Passcode: 655175. 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 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. Spring 2024 Quarterly Newsletter
 - 2. 2024 Economic Development Week May 6-10
 - <u>3.</u> 2024 Community Career Fair Update
 - 4. Baker Hughes Graduation
 - 5. Summer Youth Employment Program Update
 - 6. Small Business Growth Summit May 21st 8:30 2:00
 - 7. Video Success Stories Houston Poly Bag & Aloha Beauty Lounge
 - 8. Cybersecurity Webinar June 11th 10:00 a.m.
- G. Approval of Minutes
 - 9. Regular Tomball EDC Meeting of March 5, 2024.
- H. New Business
 - <u>10.</u> Presentation by Katherine Tapscott, Finance Director, regarding the Tomball EDC 2023-2024 Fiscal Year financial statements.
 - 11. Consideration and possible action by Tomball EDC to approve, as a Project of the Corporation, an agreement with TCG Capital, 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 expansion of a sports facility located at 19220 Theis Ln., Tomball, Texas 77375. The estimated amount of expenditures for such Project is \$26,750.00.
 - Public Hearing
 - 12. Consideration and possible action by Tomball EDC to approve, as a Project of the Corporation, an agreement with Keep It Simple and Pink LLC to make direct incentives to, or expenditures for, rental assistance for new or expanded business enterprise to be located at 103 W. Main Street, Tomball, Texas 77375. The estimated amount of expenditures for such Project is \$10,000.00.

- Public Hearing
- Consideration and possible action by Tomball EDC to accept the Tomball Economic Development Corporation 2023-2024 Annual Report.
- Consideration and possible action by Tomball EDC to approve the Tomball Economic Development Corporation 2024-2025 Strategic Work Plan.
- 15. 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.
- 16. Reconvene into regular session and take action, if necessary, on items discussed in Executive Session.

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 MAY 2024 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.

		Meeting Date: May 14, 2024
Topic:		
Spring 2024 Quarterly Newsletter		
Background:		
Origination:		
Recommendation:		
Party(ies) responsible for placing this item of	on agenda:	Kelly Violette
FUNDING (IF APPLICABLE) Are funds specifically designated in the current but	dget for the full am	ount required for this purpose?
Yes: No:	•	Account Number: #
If no, funds will be transferred from account #		To account #
Signed	Approved by	
Staff Member-TEDC Date		Executive Director-TEDC Date

		Meeting Date:	May 14, 2024
Topic:			
2024 Economic Development Week - May 6-	-10		
Background:			
Origination:			
Recommendation:			
Party(ies) responsible for placing this item	on agenda:	Kelly Violette	
FUNDING (IF APPLICABLE)			
Are funds specifically designated in the current but	dget for the full an	nount required for this	s 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

		Meeting Date:	May 14, 2024
Topic:			
2024 Community Career Fair Update			
Background:			
Origination:			
Recommendation:			
Party(ies) responsible for placing this item	on agenda:	Kelly Violette	
FUNDING (IF APPLICABLE)			
Are funds specifically designated in the current bu	dget for the full am	ount required for this	purpose?
Yes: No:	If yes, specify A	Account Number: #	
If no, funds will be transferred from account #		To account #	
Signed	Approved by		
Staff Member-TEDC Date		Executive Director-	TEDC Date

			Meeting Date:	May 14, 2024
Topic:				
Baker H	Hughes Graduation			
Backgr	ound:			
Origina	ation:			
Recom	mendation:			
Party(i	es) responsible for placing th	is item on agenda:	Kelly Violette	
FUNDI	I NG (IF APPLICABLE)			
Are fund	ds specifically designated in the c	urrent budget for the full	amount required for this	s purpose?
Yes:	No:	If yes, specif	y Account Number: #	
If no, fu	nds will be transferred from acco	unt <u>#</u>	To account #	
Signed		Approved b	у	
	Staff Member-TEDC	Date	Executive Director-	-TEDC Date

		Meeting Date:	May 14, 2024
Topic:			
Summer Youth Employment Program Update			
Background:			
Origination:			
Recommendation:			
Party(ies) responsible for placing this item	on agenda:	Kelly Violette	
FUNDING (IF APPLICABLE)			
Are funds specifically designated in the current bu	dget for the full an	nount required for this	s 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

		Meeting Date:	May 14, 2024
Topic:			
Small Business Growth Summit – May 21st 8:	30 – 2:00		
Background:			
Origination:			
Recommendation:			
Party(ies) responsible for placing this item	on agenda:	Kelly Violette	
FUNDING (IF APPLICABLE)			
Are funds specifically designated in the current but	dget for the full a	mount required for this	s purpose?
Yes: No:	If yes, specify	Account Number: #	
If no, funds will be transferred from account #		To account #	
Signed	Approved by	7	
Staff Member-TEDC Date		Executive Director-	TEDC Date

		Meeting Date:	May 14, 2024
Topic:			
Video Success Stories – Houston Poly Bag	& Aloha Beauty Lo	unge	
Background:			
Origination:			
Recommendation:			
Party(ies) responsible for placing this item	n on agenda:	Kelly Violette	
FUNDING (IF APPLICABLE)			
Are funds specifically designated in the current	budget for the full am	ount required for thi	s purpose?
Yes: No:	If yes, specify A	Account Number: #	
If no, funds will be transferred from account #		To account #	
Signed	Approved by		
Staff Member-TEDC Date		Executive Director-	-TEDC Date

		Meeting Date:	May 14, 2024
Topic:			
Cybersecurity Webinar – June 11 th – 10:00 a.r	n.		
Background:			
Origination:			
Recommendation:			
Party(ies) responsible for placing this item	on agenda:	Kelly Violette	
FUNDING (IF APPLICABLE)			
Are funds specifically designated in the current but	dget for the full an	nount required for this	s 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

		Meeting Date:	May 14, 2024
Topic:			
Regular Tomball EDC Meeting of March 5	5, 2024		
Background:			
Origination: Kelly Violette, Executive D	irector		
Recommendation:			
Approval of the Minutes for the Meeting of	f March 5, 2024		
Party(ies) responsible for placing this ite	m on agenda:	Kelly Violette	
FUNDING (IF APPLICABLE)			
Are funds specifically designated in the current	t budget for the full an	nount required for thi	s 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	te	Executive Director-	-TEDC Date

NOTICE OF REGULAR TOMBALL ECONOMIC DEVELOPMENT CORPORATION MEETING



ECONOMIC DEVELOPMENT CORP.

Tuesday, March 05, 2024 5:30 PM

Notice is hereby given of a meeting of the Tomball Economic Development Corporation, to be held on Tuesday, March 05, 2024 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 MARCH 5, 2024, 5:30 PM, AT 401 MARKET STREET, TOMBALL, TEXAS, 77375. THIS MEETING AGENDA AND THE AGENDA PACKET ARE POSTED ONLINE AT:

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A. Call to Order

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

PRESENT President Gretchen Fagan Vice President Chad Degges Secretary Bill Sumner Member Lisa Covington

Item 9.

Regular Tomball Economic Development Corporation Meeting

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Member Jim Engelke Member Brock Hendrickson

ABSENT

Treasurer Richard Bruce

OTHERS PRESENT

Kelly Violette

Tiffani Wooten

Tori Gleason

McKayley Dannelley

Mark Stoll

Katherine Tapscott

Tom Condon

Ross Winkler

Bruce Kissinger

Sylvia Kissinger

Christian Roberge

Kaela Olson (via Zoom)

B. Invocation

Vice President 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.]

The following public comment was received.

Mark Stoll – Addressed the topic regarding not running for re-election on City Council.

- E. Reports and Announcements
- F. Reports by TEDC Staff:

Tiffani Wooten provided an overview of the following:

1. Summer Youth Employment Program Update

Regular Tomball Economic Development Corporation Meeting

March 05, 2024 | Minutes

- Page 3 of 5
- 2. Community Career Fair April 24th 10:00 3:00 Lone Star College Tomball Beckendorf Conference Center
- 3. TEDC to host Webinar #1 Topic: E-Commerce, presented by Josh Orr with Capital Commerce March 26th
- 4. Downtown Workshop Meeting #2 held on Monday, February 26th
- 5. TEDC Strategic Planning Retreat April 3, 2024 TISD Innovation Center 11211 Farm to Market 2920 Building 3, Tomball, TX 77375

G. Approval of Minutes

Motion made by Member Engelke, Seconded by Member Covington.

Voting Yea: Vice President Degges, Secretary Sumner, Member Covington, Member Engelke, Member Hendrickson.

The motion carried unanimously.

6. Regular Tomball EDC Meeting of January 23, 2024.

H. New Business

- 7. Presentation by Katherine Tapscott, Finance Director, regarding the Tomball EDC 2023-2024 Fiscal Year financial statements.
- 8. Consideration and possible action by Tomball EDC to approve, as a Project of the Corporation, an agreement with WR Transformers, Inc. to make direct incentives to, or expenditures for, the creation or retention of primary jobs associated with the development of a corporate headquarters facility, located at 2013 S. Persimmon Street, Tomball, Texas 77375. The estimated amount of expenditures for such Project is \$12,072.00.

Public Hearing

President Fagan opened the public hearing at 6:05 p.m. No comments were received. Public hearing was closed at 6:05 p.m.

Motion made by Secretary Sumner, Seconded by Member Engelke

Voting Yea: Vice President Degges, Secretary Sumner, Member Covington, Member Engelke, Member Hendrickson.

The motion carried unanimously.

Regular Tomball Economic Development Corporation Meeting

March 05, 2024 | Minutes Page 4 of 5

9. Consideration and possible action by Tomball EDC to approve, as a Project of the Corporation, an agreement with Sylvia's Wood Fire Pizza, LLC, to make direct incentives to, or expenditures for, rental assistance for new or expanded business enterprise to be located at 306 Market Street, Tomball, Texas 77375. The estimated amount of expenditures for such Project is \$10,000.00.

Public Hearing

President Fagan opened the public hearing at 6:10 p.m. No comments were received. Public hearing was closed at 6:10 p.m.

Motion made by Member Covington, Seconded by Secretary Sumner.

Voting Yea: Vice President Degges, Secretary Sumner, Member Covington, Member Engelke, Member Hendrickson.

The motion carried unanimously.

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

Tiffani Wooten provided an overview.

Presentation item only; no Board action required.

- 11. 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 6:19 p.m.

12. 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 7:14 p.m.

I. Adjournment

Motion made by Vice President Degges, Seconded by Member Covington.

Item 9.

Regular Tomball Economic Development Corporation Meeting

March 05, 2024 | Minutes Page 5 of 5

Voting Yea: Vice President Degges, Secretary Sumner, Member Covington, Member Engelke, Member Hendrickson.

The motion carried unanimously. Meeting adjourned at 7:15 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 1st day of March 2024 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.

PASSED AND APPROVED this the 5th day of	f March 2024.
President, Tomball EDC Board	Secretary, Tomball EDC Board

Signed

Staff Member-TEDC

Data Sheet	Meeting Date:	May 14, 2024
Topic:		
Presentation by Katherine Tapscott, Finance Direc financial statements.	tor, regarding the Tomball EDC	2023-2024 Fiscal Yea
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 	erview	
Origination: Katherine Tapscott, Finance Direct	or	
Recommendation: Presentation item only.		
Party(ies) responsible for placing this item on a	genda: Kelly Violette	
FUNDING (IF APPLICABLE) Are funds specifically designated in the current budget		
Yes: No: 1 If no, funds will be transferred from account #	f yes, specify Account Number: #	

Approved by

Date

Executive Director-TEDC

Date

TOMBALL ECONOMIC DEVELOPMENT CORPORATION MEMORANDUM

TO: TEDC Board of Directors

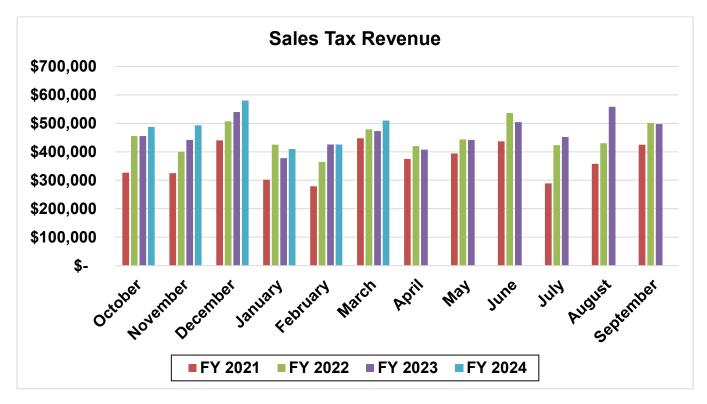
FROM: Katherine Tapscott, Finance Director

SUBJECT: Financial Information for Quarter Ending March 31, 2024

DATE: May 14, 2024

Attached is the financial information for the quarter ending March 31, 2024 for the Tomball Economic Development Corporation.

Total year-to-date (YTD) revenues were \$3,699,706, which was \$774,706 more than the budgeted amount of \$2,925,000. YTD sales tax revenues were \$2,906,714, which was \$406,714 greater than the budgeted amount of \$2,500,000. Interest income was \$636,922, which was \$211,922 more than budgeted for the quarter YTD. For fiscal YTD, sales tax revenues were up 7.1% over the previous year on an accrual basis and interest income was up 36.2% over the previous year.



Total administrative expenses for the quarter YTD were \$358,654, which was \$73,239 less than the budgeted amount of \$431,893. Indirect Economic Development expenses for the quarter YTD were \$251,581, which was \$270,218 less than the budgeted amount of \$521,799.

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 March 31, 2024, the TEDC had outstanding commitments for Board Approved Grants of \$3,660,907.

The Quarterly Investment Report is also included, which lists the details of the TEDC's investment portfolio. As of March 31, 2024, TEDC's cash and cash equivalents totaled over \$21.3 million. Additionally, TEDC held securities with a total market value of \$3,683,913 as of March 31, 2024.

1:49 PM 05/08/24 Accrual Basis

Tomball Economic Development Corporation Profit & Loss Budget vs. Actual

_	Oct '23 - Mar 24	Budget	\$ Over Budget	% of Budget	
Ordinary Income/Expense					_
Income					
Lease Revenue - FBC	12,500.00		12,500.00		100.0%
Lease Revenue - S Live Oak	143,569.96		143,569.96		100.0%
Sales Tax	2,906,713.91	5,000,000.00	-2,093,286.09		58.1%
Interest	636,922.35	850,000.00	-213,077.65		74.9%
Total Income	3,699,706.22	5,850,000.00	-2,150,293.78		63.2%
Gross Profit	3,699,706.22	5,850,000.00	-2,150,293.78		63.2%
Expense					
Administrative Expenditures					
Salaries and Benefits					
Salary-Executive Director	86,479.16	178,360.00	-91,880.84	48.5%	
Salary- Assistant Director	67,746.93	137,290.00	-69,543.07	49.3%	
Salary-Coordinator	39,173.83	80,940.00	-41,766.17	48.4%	
Wages-Admin. Asst.	23,325.97	48,087.00	-24,761.03	48.5%	
Overtime	1,810.00	3,000.00	-1,190.00	60.3%	
Benefits-Executive Director	30,394.10	68,569.00	-38,174.90	44.3%	
Benefits- Assistant Director	26,834.54	59,395.00	-32,560.46	45.2%	
Benefits-Coordinator	12,514.09	27,316.00	-14,801.91	45.8%	
Benefits-Admin. Asst.	13,432.72	29,528.00	-16,095.28	45.5%	
Total Salaries and Benefits	301,711.34	632,485.00	-330,773.66	47.7%	
Other Personnel Expenditures					
Auto Allowance-Exec.Director	5,400.00	10.800.00	-5,400.00	50.0%	
Auto Allowance-Assistant Dir	3,000.00	6,000.00	-3,000.00	50.0%	
Phone AllowExec. Dir.	450.00	900.00	-450.00	50.0%	
Phone Allowance- Assistant Dir	450.00	900.00	-450.00	50.0%	
Phone Allowance-Coordinator	450.00	900.00	-450.00	50.0%	
Dues and Subscriptions	6,295.56	13,100.00	-6,804.44	48.1%	
Local Travel Expense	147.51	500.00	-352.49	29.5%	
Seminar/Conference Registration	350.00	18,000.00	-17,650.00	1.9%	
Travel and Training	5,388.12	30,000.00	-24,611.88	18.0%	
Total Other Personnel Expenditures	21,931.19	81,100.00	-59,168.81	27.0%	
Service and Supply Expenditures					
Insurance	646.00	30,000.00	-29,354.00	2.2%	
Contract Administrative Service	12,500.00	25,000.00	-12,500.00	50.0%	
Bank Charges & Postage	55.14	3,500.00	-3,444.86	1.6%	
Computer Equip. and Maint.	1,521.13	10,000.00	-8,478.87	15.2%	
Communications Services	2,405.17	5,200.00	-2,794.83	46.3%	
Legal Fees	2,235.00	40,000.00	-37,765.00	5.6%	
Lease Expense-GTACC	14,309.14	26,500.00	-12,190.86	54.0%	
Office Supplies	1,339.61	10,000.00	-8,660.39	13.4%	
Total Service and Supply Expenditures	35,011.19	150,200.00	-115,188.81	23.3%	
Total Administrative Expenditures	358,653.72	863,785.00	-505,131.28		41.5%

1:49 PM 05/08/24 Accrual Basis

Tomball Economic Development Corporation Profit & Loss Budget vs. Actual

	Oct '23 - Mar 24	Budget	\$ Over Budget	% of Budget	
Indirect Economic Development					
Grow Tomball Initiative		20,000.00	-20,000.00		
Economic Impact Model License	4,698.00	4,698.00		100.0%	
Promotional Items	728.22	10,000.00	-9,271.78	7.3%	
Printing	2,290.16	6,500.00	-4,209.84	35.2%	
Event Sponsorships	7,760.62	29,000.00	-21,239.38	26.8%	
Chamber Guide		8,400.00	-8,400.00		
Marketing	84,971.00	175,000.00	-90,029.00	48.6%	
Website and GIS	12,100.00	25,000.00	-12,900.00	48.4%	
Professional Services	136,324.02	750,000.00	-613,675.98	18.2%	
Miscellaneous	2,709.02	15,000.00	-12,290.98	18.1%	
Total Indirect Economic Development	251,581.04	1,043,598.00	-792,016.96		24.1%
City Debt Service					
Medical Complex/Persimmon	222,222.00	222,222.00		100.0%	
Business Park Infrastructure	490,156.25	546,013.00	-55,856.75	89.8%	
Total City Debt Service	712,378.25	768,235.00	-55,856.75		92.7%
Grants, Loans & Other Exp.					
Old Town Projects		1,500,000.00	-1,500,000.00		
First Baptist Church Expenses	1,509.53		1,509.53	100.0%	
South Live Oak Redevelopment	32,730.59	5,000,000.00	-4,967,269.41	0.7%	
Old Town Facade Grants- Prior Y	47,552.98	100,000.00	-52,447.02	47.6%	
Old Town Facade Grants- Current		250,000.00	-250,000.00		
Businesss Park Expenses	1,671.59	350,000.00	-348,328.41	0.5%	
Sales Tax Reimb.Grants (380)		11,400.00	-11,400.00		
Business Imp. Grants- Prior Yr.	96,336.40	250,000.00	-153,663.60	38.5%	
Business Imp. Grants- Curr. Yr.	78,521.60	350,000.00	-271,478.40	22.4%	
Project Grants	168,219.42	3,500,000.00	-3,331,780.58	4.8%	
Property Acquisition	343,636.60	3,000,000.00	-2,656,363.40	11.5%	
Total Grants, Loans & Other Exp.	770,178.71	14,311,400.00	-13,541,221.29		5.4%
Total Expense	2,092,791.72	16,987,018.00	-14,894,226.28		12.3%
Net Ordinary Income	1,606,914.50	-11,137,018.00	12,743,932.50	12,743,932.50	
Net Income 1,606,914.50 -11,137,018.00		12,743,932.50		-14.4%	

1:50 PM 05/08/24

Accrual Basis

Tomball Economic Development Corporation Profit & Loss Prev Year Comparison

	Oct '23 - Mar 24	Oct '22 - Mar 23	\$ Change	% Change		
Ordinary Income/Expense						
Income						
Lease Revenue - FBC	12,500.00	0.00	12,500.00	100.09		
Lease Revenue - S Live Oak	143,569.96	141,219.90	2,350.06	1.79		
Sales of Business Park Property	0.00	183,088.82	-183,088.82	-100.09		
Sales Tax	2,906,713.91	2,240,854.37	665,859.54	29.79		
Interest	636,922.35	467,668.16	169,254.19	36.29		
Total Income	3,699,706.22	3,032,831.25	666,874.97	22.09		
Gross Profit	3,699,706.22	3,032,831.25	666,874.97	22.09		
Expense						
Administrative Expenditures						
Salaries and Benefits						
Salary-Executive Director	86,479.16	80,384.83	6,094.33	7.6%		
Salary- Assistant Director	67,746.93	62,675.06	5,071.87	8.1%		
Salary-Coordinator	39,173.83	36,320.01	2,853.82	7.9%		
Wages-Admin. Asst.	23,325.97	21,137.99	2,187.98	10.4%		
Overtime	1,810.00	62.56	1,747.44	2,793.2%		
Benefits-Executive Director	30,394.10	29,414.11	979.99	3.3%		
Benefits- Assistant Director	26,834.54	27,141.50	-306.96	-1.1%		
Benefits-Coordinator	12,514.09	12,634.81	-120.72	-1.0%		
Benefits-Admin. Asst.	13,432.72	14,257.25	-824.53	-5.8%		
Total Salaries and Benefits	301,711.34	284,028.12	17,683.22	6.2%		
Other Personnel Expenditures						
Auto Allowance-Exec.Director	5,400.00	5,400.00	0.00	0.0%		
Auto Allowance-Assistant Dir	3,000.00	3,000.00	0.00	0.0%		
Phone AllowExec. Dir.	450.00	450.00	0.00	0.0%		
Phone Allowance- Assistant Dir	450.00	450.00	0.00	0.0%		
Phone Allowance-Coordinator	450.00	450.00	0.00	0.0%		
Dues and Subscriptions	6,295.56	4,022.78	2,272.78	56.5%		
Local Travel Expense	147.51	157.82	-10.31	-6.5%		
Seminar/Conference Registration	350.00	270.00	80.00	29.6%		
Travel and Training	5,388.12	6,457.48	-1,069.36	-16.6%		
Total Other Personnel Expenditures	21,931.19	20,658.08	1,273.11	6.2%		
Service and Supply Expenditures						
Insurance	646.00	1,782.50	-1,136.50	-63.8%		
Contract Administrative Service	12,500.00	12,500.00	0.00	0.0%		
Bank Charges & Postage	55.14	28.23	26.91	95.3%		
Computer Equip. and Maint.	1,521.13	818.75	702.38	85.8%		
Communications Services	2,405.17	2,214.39	190.78	8.6%		
Legal Fees	2,235.00	5,145.50	-2,910.50	-56.6%		
Lease Expense-GTACC	14,309.14	13,654.12	655.02	4.8%		
Office Supplies	1,339.61	3,868.70	-2,529.09	-65.4%		
Total Service and Supply Expenditures	35,011.19	40,012.19	-5,001.00	-12.5%		
Total Administrative Expenditures	358,653.72	344,698.39	13,955.33	4.19		

1:50 PM 05/08/24 Accrual Basis

Tomball Economic Development Corporation Profit & Loss Prev Year Comparison

	Oct '23 - Mar 24	Oct '22 - Mar 23	\$ Change	% Change
Indirect Economic Development				
Grow Tomball Initiative	0.00	8,300.00	-8,300.00	-100.0%
Economic Impact Model License	4,698.00	4,561.00	137.00	3.0%
Promotional Items	728.22	1,640.05	-911.83	-55.6%
Printing	2,290.16	671.50	1,618.66	241.1%
Event Sponsorships	7,760.62	11.018.66	-3.258.04	-29.6%
Area Street Maps	0.00	3.875.00	-3.875.00	-100.0%
Marketing	84,971.00	66,446.00	18,525.00	27.9%
Website and GIS	12.100.00	12,100.00	0.00	0.0%
Professional Services	136,324.02	151,561.64	-15,237.62	-10.1%
Miscellaneous	2,709.02	2,496.71	212.31	8.5%
Total Indirect Economic Development	251,581.04	262,670.56	-11,089.52	-4.2%
City Debt Service				
Medical Complex/Persimmon	222,222.00	222,222.00	0.00	0.0%
Business Park Infrastructure	490,156.25	479,306.25	10,850.00	2.3%
Total City Debt Service	712,378.25	701,528.25	10,850.00	1.6%
Grants, Loans & Other Exp.				
First Baptist Church Expenses	1,509.53	0.00	1,509.53	100.0%
South Live Oak Redevelopment	32,730.59	31,328.13	1,402.46	4.5%
Old Town Facade Grants- Prior Y	47,552.98	33,469.37	14,083.61	42.1%
Businesss Park Expenses	1,671.59	64,276.62	-62,605.03	-97.4%
Business Imp. Grants- Prior Yr.	96,336.40	150,946.64	-54,610.24	-36.2%
Business Imp. Grants- Curr. Yr.	78,521.60	33,524.13	44,997.47	134.2%
Project Grants	168,219.42	205,149.66	-36,930.24	-18.0%
Property Acquisition	343,636.60	45,000.00	298,636.60	663.6%
Total Grants, Loans & Other Exp.	770,178.71	563,694.55	206,484.16	36.6%
Total Expense	2,092,791.72	1,872,591.75	220,199.97	11.8%
Net Ordinary Income	1,606,914.50	1,160,239.50	446,675.00	38.5%
Other Income/Expense Other Income Other Income				
Unrealized Gains/Losses on Inv. Other Income - Other	12,285.52 0.00	26,941.38 3,742.24	-14,655.86 -3,742.24	-54.4% -100.0%
Total Other Income	12,285.52	30,683.62	-18,398.10	-60.0%
Total Other Income	12,285.52	30,683.62	-18,398.10	-60.0%
Net Other Income	12,285.52	30,683.62	-18,398.10	-60.0%
Net Income	1,619,200.02	1,190,923.12	428,276.90	36.0%

1:53 PM 05/08/24 Accrual Basis

Tomball Economic Development Corporation Balance Sheet Prev Year Comparison

As of March 31, 2024

	Mar 31, 24	Mar 31, 23	\$ Change	% Change
ASSETS				
Current Assets				
Checking/Savings				
Wells Fargo, checking	187,864.09	588,745.42	-400,881.33	-68.19
TexasCLASS	1,061,275.50	1,005,185.47	56,090.03	5.69
TexPool	20,092,359.17	18,874,970.48	1,217,388.69	6.5°
Total Checking/Savings	21,341,498.76	20,468,901.37	872,597.39	4.39
Accounts Receivable				
Lease Receivable	712,316.00	833,221.00	-120,905.00	-14.5
Accounts Receivable - Other	729,906.09	536,909.07	192,997.02	36.0
Accounts Receivable	946,253.57	436,173.99	510,079.58	116.9
Total Accounts Receivable	2,388,475.66	1,806,304.06	582,171.60	32.2
Other Current Assets				
Lease Interest Receivable	2,417.00	2,638.00	-221.00	-8.4
Investment Securities	3,683,913.04	4,344,456.19	-660,543.15	-15.2
Total Other Current Assets	3,686,330.04	4,347,094.19	-660,764.15	-15.2
Total Current Assets	27,416,304.46	26,622,299.62	794,004.84	3.0
Fixed Assets				
Right-To-Use Lease - Accum Dep	-35,689.00	0.00	-35,689.00	-100.0
Right-To-Use Lease Bldgs/Impr	37,176.00	0.00	37,176.00	100.0
Buildings and Improvements				
Accumulated Depreciation	-842,228.25	-525,593.38	-316,634.87	-60.2%
Buildings and Improvements - Other	8,451,365.90	4,233,067.57	4,218,298.33	99.7%
Total Buildings and Improvements	7,609,137.65	3,707,474.19	3,901,663.46	105.2
Land	3,605,455.52	3,573,659.34	31,796.18	0.9
Total Fixed Assets	11,216,080.17	7,281,133.53	3,934,946.64	54.0
Other Assets				
Leasing Commissions	16,401.51	0.00	16,401.51	100.0
Total Other Assets	16,401.51	0.00	16,401.51	100.0
OTAL ASSETS	38,648,786.14	33,903,433.15	4,745,352.99	14.0

1:53 PM 05/08/24 Accrual Basis

Tomball Economic Development Corporation Balance Sheet Prev Year Comparison

As of March 31, 2024

	Mar 31, 24	Mar 31, 23	\$ Change	% Change
LIABILITIES & EQUITY Liabilities Current Liabilities				
Accounts Payable Accounts Payable	210,103.72	901,379.18	-691,275.46	-76.7%
Total Accounts Payable	210,103.72	901,379.18	-691,275.46	-76.7%
Other Current Liabilities Lease Liability Refundable Deposit	1,505.00 10,869.00	0.00 10,869.00	1,505.00 0.00	100.0% 0.0%
Total Other Current Liabilities	12,374.00	10,869.00	1,505.00	13.9%
Total Current Liabilities	222,477.72	912,248.18	-689,770.46	-75.6%
Long Term Liabilities Deferred Inflows - Leases	676,887.00	811,840.00	-134,953.00	-16.6%
Total Long Term Liabilities	676,887.00	811,840.00	-134,953.00	-16.69
Total Liabilities	899,364.72	1,724,088.18	-824,723.46	-47.89
Equity Fund Balance Board Approved Grants Fund Balance - Other	3,660,907.43 32,218,479.31	3,708,196.74 27,029,390.45	-47,289.31 5,189,088.86	-1.3% 19.2%
Total Fund Balance	35,879,386.74	30,737,587.19	5,141,799.55	16.79
Retained Earnings Net Income	250,834.66 1,619,200.02	250,834.66 1,190,923.12	0.00 428,276.90	0.09 36.09
Total Equity	37,749,421.42	32,179,344.97	5,570,076.45	17.39
TOTAL LIABILITIES & EQUITY	38,648,786.14	33,903,433.15	4,745,352.99	14.0%

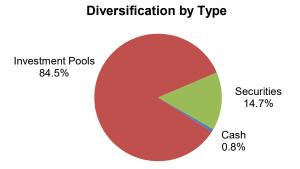
TOMBALL ECONOMIC DEVELOPMENT CORPORATION

ACTIVE PROJECT GRANTS (BOARD APPROVED GRANTS) AS OF MARCH 31, 2024

	APPRO	OVED		ADDITION	NS/DELETIONS	ı	PAID	REMAINING
GRANTEE	DATE	AMOUNT	EXPIRATION DATE	DATE	AMOUNT	DATE	AMOUNT	AMOUNT
Productive Falls Producers 110	44/44/2047	50.005.00				4 /4 4 /2020	45 277 50	
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
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	3/9/2023			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
Project Hanks/Macy's Inc.	1/11/2022	580,864.00	3/20/2024					580,864.00
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
The Garza Agency	9/12/2023	10,000.00	11/11/2024					10,000.00
T & R Harmon, LLC DBA Craving Kernels	11/14/2023	8,820.00	1/18/2025					8,820.00
First Community Credit Union	11/14/2023	64,721.00	7/18/2025					64,721.00
IC Star Solar (USA), LLC	11/14/2023	522,000.00	1/18/2029					522,000.00
Headquarters TOO, LLC	11/14/2023	102,459.00	7/18/2025					102,459.00
LOMA Health & Wellness, PLLC	1/23/2024	8,880.00	3/19/2025					8,880.00
Della Casa Pasta LLC	1/23/2024	10,000.00	3/19/2025					10,000.00
Billiard Factory, Inc.	1/23/2024	95,909.00	3/19/2027					95,909.00
City of Tomball - Alleyway Amenities	1/23/2024	1,188,834.00	., .,					1,188,834.00
Summer Youth Employment Program	1/23/2024	40,000.00						40,000.00
Sylvia's Wood Fire Pizza, LLC	3/5/2024	10,000.00	5/24/2025					10,000.00
WR Transformers, Inc.	3/5/2024	12,072.00	5/24/2026					12,072.00
	-,-,	,	-,, 2020					,
Total		\$ 3,840,882.00			\$ -		\$ 237,669.85	\$ 3,660,907.43

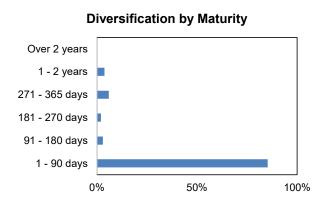
TOMBALL ECONOMIC DEVELOPMENT CORPORATION QUARTERLY INVESTMENT REPORT March 31, 2024

Market Value								
		12/31/2023		3/31/2024	Change			
Cash	\$	134,631	\$	187,864	\$	53,233		
Investment Pools		21,642,910		21,153,635		(489,275)		
Securities		2,681,515		3,683,913		1,002,398		
Total Portfolio	\$	24,459,056	\$	25,025,412	\$	566,356		



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	Percent
	M	arket Value	Portfolio
1 - 90 days	\$	21,341,499	85%
91 - 180 days		750,378	3%
181 - 270 days		494,699	2%
271 - 365 days		1,485,488	6%
1 - 2 years		953,348	4%
Over 2 years		-	0%
Total Portfolio	\$	25,025,412	-



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 3/31/2024

SECURITY DESCRIPTION	CUSIP NUMBER	MATURITY DATE	COUPON YIELD	PAR VALUE	MARKET VALUE	DAYS AFTER 03/31/24	INDIVIDUAL MARKET VALUE/TOTAL	WAM DAYS x PERCENT	Callable
1 Royse City Tx Cert of Obl	780860MK5	8/15/2024	5.000%	\$ 250,000	\$ 251,072	137	6.82%	9	N
2 Federal Home Loan Bank	3130AYEE2	9/9/2024	5.000%	\$ 500,000	\$ 499,306	162	13.55%	22	N
3 Texas State TXBL- Pub Fin Auth	882724GV3	10/1/2024	3.225%	\$ 500,000	\$ 494,699	184	13.43%	25	N
4 Texas St TXBL-Public Finance Auth Lease	882669CP7	2/1/2025	2.000%	\$ 500,000	\$ 487,593	307	13.24%	41	N
5 Federal Home Loan Bank	3130AYZA7	2/14/2025	5.210%	\$ 500,000	\$ 498,778	320	13.54%	43	Y
6 Federal Home Loan Bank	3130AX3R7	3/11/2025	5.580%	\$ 500,000	\$ 499,117	345	13.55%	47	Y
7 Federal Home Loan Bank	3130AMTK8	6/30/2025	1.000%	\$ 1,000,000	\$ 953,348	456	25.88%	118	Υ
		TOTAL	3.859%	\$ 3,750,000	\$ 3,683,913	273	100.00%	305	

TOMBALL ECONOMIC DEVELOPMENT CORPORATION CASH AND CASH EQUIVALENTS

March 31, 2024

 FUNDS CAS			\SI	SH AND CASH EQUIVALENTS						VESTMENTS	
MAJOR FUNDS	TE	XAS CLASS		TEXPOOL	_	PERATING CCOUNTS	,	OTAL CASH AND CASH QUIVALENTS	IN	TOTAL IVESTMENTS	OTAL CASH, CASH QUIVALENTS AND INVESTMENTS
General	\$	1,061,276	\$	20,092,359	\$	187,864	\$	21,341,499	\$	3,683,913	\$ 25,025,412
TOTAL	\$	1,061,276	\$	20,092,359	\$	187,864	\$	21,341,499	\$	3,683,913	\$ 25,025,412

	Busines	s Improv	ement Gra	ant Progra	ım		
Fiscal 2023-2024	Project Amount		TEDC Grant	Date Approved	Date Funded	Amount Funded	\$350,000.00
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	12/19/2023	\$6,235.00	\$338,725.00
Tejas Chocolate and Barbecue	\$136,108.00	Façade	\$10,000.00	10/11/2023	1/16/2024	\$10,000.00	\$328,725.00
Tejas Chocolate and Barbecue	\$29,000.00	Property	\$10,000.00	10/11/2023	1/16/2024	\$10,000.00	\$318,725.00
GREVIS Properties	\$18,476.65	Property	\$9,238.33	10/17/2023	11/7/2023	\$8,961.14	\$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	12/21/2023	\$500.00	\$281,935.38
SanRon Investments, LLC	\$20,000.00	Landscaping	\$10,000.00	11/13/2023			\$271,935.38
The Weird Sister, LLC	\$18,803.00	Façade	\$9,401.50	11/16/2023	2/27/2024	\$7,848.00	\$262,533.88
The Weird Sister, LLC	\$16,586.80	Property	\$8,293.40	11/16/2023	2/27/2024	\$8,293.40	\$254,240.48
The Weird Sister, LLC	\$9,897.59	Signage	\$2,500.00	11/16/2023	2/27/2024	\$2,500.00	\$251,740.48
Hee Haw's	\$9,747.00	Landscaping	\$4,873.50	11/20/2023	1/9/2024	\$4,673.50	\$246,866.98
Cheers	\$7,968.00	Property	\$3,984.00	11/20/2023	1/9/2024	\$3,984.00	\$242,882.98
Pecos Grilling	\$20,413.00	Landscaping	\$10,000.00	12/21/2023	2/13/2024	\$10,000.00	\$232,882.98
Paradigm Brewing Co.	\$2,006.97	Landscaping	\$1,003.48	1/4/2024	1/16/2024	\$1,003.48	\$231,879.50
Della Casa Pasta	\$48,650.00	Signage	\$2,500.00	1/11/2024			\$229,379.50
Billiard Factory	\$45,994.24	Landscaping	\$10,000.00	1/19/2024			\$219,379.50
Paradigm Brewing Co.	\$3,100.00	Property	\$1,550.00	1/26/2024	2/20/2024	\$1,550.00	\$217,829.50
Houston Motor & Control, Inc	\$11,795.37	Signage	\$1,000.00	2/2/2024		. ,	\$216,829.50
Coats Orthodontics	\$2,950.00	Property	\$1,475.00	2/8/2024	3/5/2024	\$575.00	\$215,354.50
Graze	\$2,683.66	Façade	\$1,341.83	2/9/2024	2/27/2024	\$1,341.83	\$214,012.67
LOMA Health & Wellness	\$1,350.00	Signage	\$675.00	2/19/2024	3/26/2024	\$675.00	\$213,337.67
BlackBird RV/Acadia Holdings	\$5,326.81	Façade	\$2,663.41	3/1/2024		-	\$210,674.26
Graze	\$1,525.00	Landcaping	\$381.25	3/7/2024	3/26/2024	\$381.25	\$210,293.01
Bill Moffett Productions, Inc	\$2,900.00	Landscaping	\$1,450.00	3/13/2024			\$208,843.01
Coats Orthodontics	\$13,030.00	Property	\$6,515.00	3/28/2024			\$202,328.01
Coats Orthodontics	\$6,250.00	Landscape	\$3,125.00	3/28/2024	5/7/2024	\$1,475.00	\$199,203.01
Coats Orthodontics	\$1,070.00	Landscape	\$535.00	4/8/2024		. ,	\$198,668.01
Ella's Garden	\$25,000.00	Property	\$10,000.00	4/8/2024			\$188,668.01
Ella's Garden	\$36,300.00	Façade	\$10,000.00	4/8/2024			\$178,668.01
Ella's Garden	\$20,000.00	Landscape	\$10,000.00	4/8/2024			\$168,668.01
Blisslicious Shakes & Teas	\$3,837.00	Signage	\$1,000.00	4/11/2024			\$167,668.01
403 Eats	\$2,365.97	Property	\$1,182.99	4/17/2024			\$166,485.02
Parrot Properties	\$10,262.50	Façade	\$5,131.25	4/17/2024			\$161,353.77

Item	10.

Parrot Properties	\$1,623.75	Landscaping	\$811.87	4/17/2024	\$160,541.90
Texas Star Gymnastics	\$6,842.08	Property	\$3,421.04	4/25/2024	\$157,120.86
	\$638,254.18		\$192,879.14		

Item 10.

Old Town Façade Improvement Grant Program

Fiscal 2023-2024

Project Amount

Score

TEDC Grant

Date Approved

Date Funded Amount Funded

\$250,000.00

Meeting Date:	May 14, 2024
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Topic:

Consideration and possible action by Tomball EDC to approve, as a Project of the Corporation, an agreement with TCG Capital, 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 expansion of a sports facility located at 19220 Theis Ln., Tomball, Texas 77375. The estimated amount of expenditures for such Project is \$26,750.00.

Public Hearing

Background:

The Tomball Economic Development Corporation has received a request from Jorge Campos, Managing Member of TCG Capital, LLC, for assistance with infrastructure costs related to the development of a 100-stall parking lot expansion and related drainage facilities for Element Sportsplex.

In 2020, the TEDC Board of Directors approved a grant agreement with TCG Capital, LLC for the development of a 44,000 square-foot sports facility on approximately 2.986 acres located at 19220 Theis Ln., Tomball, Texas, 77375. The facility opened in 2021 and is home to Texas Legacy Volleyball Club, which hosts numerous tournaments throughout the year.

Due to high tournament attendance and limited parking, Mr. Campos has purchased an adjacent 3-acre tract to expand the parking and drainage facilities. The estimated capital investment for the project is \$535,000.00.

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. If the agreement between the TEDC and TCG Capital, LLC is approved as a Project of the Corporation, the grant funding amount will not exceed \$26,750, based on 5% of the actual expenditures for the eligible infrastructure improvements.

Origination: Jorge Campos, Managing Member of TCG Capital, LLC

Recommendation: Staff recommends approval of the proposed Performance Agreement with Keep It Simple, LLC

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

	NG (IF APPLICABLE) Is specifically designated in th	e current bud	oet for the full am	nount required for this purpose?		
Yes: No:			If yes, specify Account Number: #Project Grants			
If no, fur	nds will be transferred from a	ecount #		To account #		
Signed			Approved by			
	Staff Member-TEDC	Date	_	Executive Director-TEDC	Date	

Date: May 9, 2024

Tomball Economic Development 29201 Quinn Road, Suite B Tomball, TX 77375

RE: Element Sportsplex – Request for Grant

To Whom It May Concern:

I would like to formally request a grant to assist with infrastructure and site construction costs of an expansion of parking for Element Sportsplex – located at 12920 Theis Lane, Tomball, TX.

Overview Project

I plan to build a 100 parking lot expansion, detention, drainage to expand our existing parking. We have limited the tournaments given the parking lot stress. In the past 2 years we have hosted various events including Creators League events, volleyball tournaments, basketball tournaments and other events. However, given the large number of specatators and to minimize street parking we would like to expand our parking lot. We have purchased 3 acres to the north of the existing facility and would like to add parking on this tract to support tournaments and other events.

Other opportunities that we would focus on would be hosting tournaments for basketball or volleyball games including local or statewide. We have hired full time and part time staff as we are able to host additional events we will hire additional full time and part time staff.

Project Costs and Timing

The total project cost is estimated to be \$535,000 all of which will be devoted to site and infrastructure costs.

	Cost
3 acre tract (already purchased)	\$250,000
Building Cost (budget)	\$535,000
Total Project Cost	\$785,000

The construction is estimated to be completed in phases with final completion expected by Q3 2024.

Benefits to Tomball

TCG Capital LLC 9303 Stratford Pl Tomball, TX 77375

We firmly believe this facility will provide a huge benefit to the city of Tomball both economically as well as intangibly. The benefits to Tomball include:

- 1. Ability to host more frequent and larger events attracting outsiders to Tomball
- 2. Increased tourism traffic throughout the year (will create additional demand for hotels, shopping and eating) tournaments expected to be held throughout the year
- 3. Increased need for staff to support outreach and hosting tournaments
- 4. Increased property tax revenue to the City and schools

I am fully committed to maintaining a first class indoor sports facility and want to build a great reputation throughout all of Texas. With this parking expansion we will have one of the best facilities in town with ample parking. I request that you approve this grant request and look forward to discussing.

All the Best,

Jorge Campos

TCG Capital, LLC, Managing Member

Email: jorge@tcgcap.com Phone: 713-202-8759

TCG Capital (Element Sportsplex) - Impact Report - Expansion Only



Scenario 1 with Client Data

Project Type: Business Retention & Expansion

Industry: Entertainment
Prepared By: Tomball EDC

Purpose & Limitations

This report presents the results of an economic and fiscal analysis undertaken by Tomball EDC using Impact DashBoard, a customized web application developed by Impact DataSource, LLC.

Impact DashBoard utilizes estimates, assumptions, and other information developed by Impact DataSource from its independent research effort detailed in a custom user guide prepared for Tomball EDC.

This report, generated by the Impact DashBoard application, has been prepared by Tomball EDC to assist economic development stakeholders in making an evaluation of the economic and fiscal impact of business activity in the community. This report does not purport to contain all of the information that may be needed to conclude such an evaluation. This report is based on a variety of assumptions and contains forward-looking statements concerning the results of operations of the subject firm. Tomball EDC made reasonable efforts to ensure that the project-specific data entered into Impact DashBoard reflects realistic estimates of future activity. Estimates of future activity involve known and unknown risks and uncertainties that could cause actual results, performance, or events to differ materially from those expressed or implied in this report.

Tomball EDC and Impact DataSource make no representation or warranty as to the accuracy or completeness of the information contained herein, and expressly disclaim any and all liability based on or relating to any information contained in, or errors or omissions from, this information or based on or relating to the use of this information.

Introduction

This report presents the results of an economic impact analysis performed using Impact DashBoard, a model developed by Impact DataSource. The report estimates the impact that a potential project will have on the local economy and estimates the costs and benefits for local taxing districts over a 10-year period.

Existing & Expanded Operations

The Project under analysis represents the expansion of an existing business. The table below illustrates the economic impact over the next 10 years including both the current and expanded operations.

ECONOMIC IMPACT OF CURRENT & EXPANDED OPERATIONS OVER 10 YEARS IN CITY OF TOMBALL					
	CURRENT OPERATIONS	EXPANSION	CURRENT & EXPANDED OPERATIONS		
JOBS					
Direct	2.0	2.5	4.5		
Spin-off	0	0.4	0.4		
Jobs Total	2.0	2.9	4.9		
SALARIES					
Direct	\$1,094,972	\$1,071,626	\$2,166,598		
Spin-off	\$0	\$394,237	\$394,237		
Salaries Total	\$1,094,972	\$1,465,862	\$2,560,835		

The table below summarizes the fiscal impact, the net benefits for local taxing districts, over the next 10 years including both the current and expanded operations.

FISCAL IMPACT OF CURRENT & EXPANDED OPERATIONS OVER 10 YEARS					
	NET BENEFITS				
	CURRENT OPERATIONS	EXPANSION	CURRENT & EXPANDED OPERATIONS		
City of Tomball	\$155,320	\$75,288	\$230,608		
Harris County	\$178,075	\$38,541	\$216,616		
Tomball ISD	\$544,381	\$33,919	\$578,300		
Lone Star College	\$54,990	\$9,474	\$64,464		
Port of Houston	\$2,933	\$505	\$3,439		
Harris County ESD #8	\$45,903	\$7,908	\$53,811		
Harris County Hospital District	\$73,301	\$12,628	\$85,930		
Harris County Department of Education	\$2,453	\$423	\$2,876		
Harris County Flood Control	\$15,868	\$2,734	\$18,602		
	\$1,073,225	\$181,420	\$1,254,645		

The remainder of this report will focus on only the economic and fiscal impact associated with the expansion.

Economic Impact Overview

The table below summarizes the economic impact of the project over the first 10 years in terms of job creation, salaries paid to workers, and taxable sales.

SUMMARY OF ECONOMIC IMPACT OVER 10 YEARS IN CITY OF TOMBALL						
IMPACT	DIRECT	SPIN-OFF	TOTAL			
Jobs	2.5	0.4	2.9			
Annual Salaries/Wages at Full Ops (Yr 4)	\$119,386	\$43,920	\$163,306			
Salaries/Wages over 10 Years	\$1,071,626	\$394,237	\$1,465,862			
Taxable Sales/Purchases in City of Tomball	\$834,847	\$4,928	\$839,775			

Totals may not sum due to rounding

The Project may result in new residents moving to the community and potentially new residential properties being constructed as summarized below.

SUMMARY OF POPULATION IMPACT OVER 10 YEARS IN CITY OF TOMBALL					
IMPACT	DIRECT	SPIN-OFF	TOTAL		
Workers who will move to City of Tomball	0.1	0.0	0.1		
New residents in City of Tomball	0.2	0.0	0.2		
New residential properties constructed in City of Tomball	0.0	0.0	0.0		
New students to attend local school district	0.0	0.0	0.0		

Totals may not sum due to rounding

Item 11.

The new taxable property to be supported by the Project over the next 10 years is summarized in the following table.

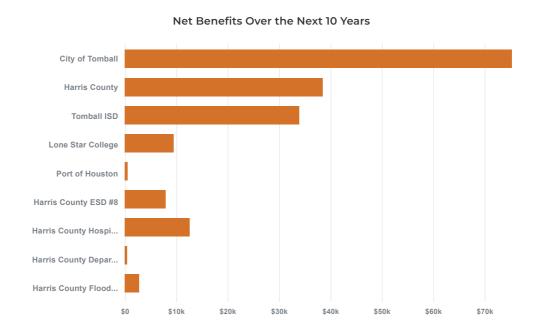
SUMMARY OF TAXABLE PROPERTY OVER THE FIRST 10 YEARS IN CITY OF TOMBALL					, , ,		
YR.	NEW RESIDENTIAL PROPERTY	LAND	BUILDINGS	FF&E	INVENTORIES	NON-RESIDENTIAL PROPERTY	Item 11.
1	\$1,116	\$250,000	\$535,000	\$0	\$0	\$785,000	\$786,116
2	\$1,707	\$255,000	\$545,700	\$0	\$0	\$800,700	\$802,407
3	\$1,741	\$260,100	\$556,614	\$0	\$0	\$816,714	\$818,455
4	\$2,961	\$265,302	\$567,746	\$0	\$0	\$833,048	\$836,009
5	\$3,020	\$270,608	\$579,101	\$0	\$0	\$849,709	\$852,729
6	\$3,080	\$276,020	\$590,683	\$0	\$0	\$866,703	\$869,784
7	\$3,142	\$281,541	\$602,497	\$0	\$0	\$884,037	\$887,179
8	\$3,205	\$287,171	\$614,547	\$0	\$0	\$901,718	\$904,923
9	\$3,269	\$292,915	\$626,838	\$0	\$0	\$919,753	\$923,021
10	\$3,334	\$298,773	\$639,375	\$0	\$0	\$938,148	\$941,482

Fiscal Impact Overview

The Project will generate additional benefits and costs, a summary of which is provided below. The source of specific benefits and costs are provided in greater detail for each taxing district on subsequent pages.

FISCAL NET BENEFITS OVER THE NEXT 10 YEARS					
	BENEFITS	COSTS	NET BENEFITS	PRESENT VALUE*	
City of Tomball	\$99,648	(\$24,360)	\$75,288	\$58,183	
Harris County	\$42,176	(\$3,635)	\$38,541	\$29,550	
Tomball ISD	\$91,954	(\$58,035)	\$33,919	\$25,983	
Lone Star College	\$9,474	\$0	\$9,474	\$7,252	
Port of Houston	\$505	\$0	\$505	\$387	
Harris County ESD #8	\$7,908	\$0	\$7,908	\$6,054	
Harris County Hospital District	\$12,628	\$0	\$12,628	\$9,667	
Harris County Department of Education	\$423	\$0	\$423	\$324	
Harris County Flood Control	\$2,734	\$0	\$2,734	\$2,093	
Total	\$267,450	(\$86,030)	\$181,420	\$139,493	

^{*}The Present Value of Net Benefits expresses the future stream of net benefits received over several years as a single value in today's dollars. Today's dollar and a dollar to be received at differing times in the future are not comparable because of the time value of money. The time value of money is the interest rate or each taxing entity's discount rate. This analysis uses a discount rate of 5.0% to make the dollars comparable.



Total

A summary of the total Public Support modeled in this analysis is shown below. Item 11. VALUE OF PUBLIC SUPPORT UNDER CONSIDERATION NON-TAX INCENTIVE TOTAL City of Tomball \$26,750 \$26,750 Harris County \$0 \$0 Tomball ISD \$0 \$0 Lone Star College \$0 \$0 Port of Houston \$0 \$0 Harris County ESD #8 \$0 \$0 Harris County Hospital District \$0 \$0 Harris County Department of Education \$0 \$0 \$0 Harris County Flood Control \$0

\$26,750

\$26,750

The table below displays the estimated additional benefits, costs, and net benefits to be received by City of Tomball over the next 10 years of the Project.

Item 11.

NET BENEFITS OVER 10 YEARS: CITY OF TOMBALL						
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL			
Sales Taxes	\$16,429	\$366	\$16,795			
Real Property Taxes	\$25,212	\$0	\$25,212			
FF&E Property Taxes	\$0	\$0	\$0			
Inventory Property Taxes	\$0	\$0	\$0			
New Residential Property Taxes	\$0	\$78	\$78			
Hotel Occupancy Taxes	\$33,534	\$0	\$33,534			
Building Permits and Fees	\$0	\$0	\$0			
Utility Revenue	\$14,098	\$1,100	\$15,198			
Utility Franchise Fees	\$810	\$63	\$873			
Miscellaneous Taxes and User Fees	\$7,382	\$576	\$7,958			
Benefits Subtotal	\$97,465	\$2,183	\$99,648			
COSTS	PROJECT	HOUSEHOLDS	TOTAL			
Cost of Government Services	(\$7,073)	(\$550)	(\$7,623)			
Cost of Utility Services	(\$15,527)	(\$1,211)	(\$16,737)			
Costs Subtotal	(\$22,599)	(\$1,761)	(\$24,360)			
Net Benefits	\$74,865	\$422	\$75,288			

Annual Fiscal Net Benefits for City of Tomball



Non-Tax Incentives

The graph below depicts the non-tax incentives modeled in this analysis versus the cumulative net benefits to City of Tomball. The intersection indicates the length of time until the incentives are paid back.

Non-Tax Incentive vs. Net Benefits for City of Tomball



The table below displays the estimated additional benefits, costs, and net benefits to be received by Harris County over the next 10 years of the Project.

Item 11.

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY						
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL			
Real Property Taxes	\$30,090	\$0	\$30,090			
FF&E Property Taxes	\$0	\$0	\$0			
Inventory Property Taxes	\$0	\$0	\$0			
New Residential Property Taxes	\$0	\$732	\$732			
Hotel Occupancy Taxes	\$9,581	\$0	\$9,581			
Miscellaneous Taxes and User Fees	\$976	\$796	\$1,773			
Benefits Subtotal	\$40,648	\$1,528	\$42,176			
COSTS	PROJECT	HOUSEHOLDS	TOTAL			
Cost of Government Services	(\$2,000)	(\$1,634)	(\$3,635)			
Costs Subtotal	(\$2,000)	(\$1,634)	(\$3,635)			
Net Benefits	\$38,647	(\$106)	\$38,541			

Annual Fiscal Net Benefits for Harris County



The table below displays the estimated additional benefits, costs, and net benefits to be received by Tomball ISD over the next 10 years of the Project.

Item 11.

	NET BENEFITS OVER 10 YEARS: TOMBALL ISD		
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$91,560	\$0	\$91,560
FF&E Property Taxes	\$0	\$0	\$0
Inventory Property Taxes	\$0	\$0	\$0
New Residential Property Taxes	\$0	\$90	\$90
Addtl. State & Federal School Funding	\$0	\$304	\$304
Benefits Subtotal	\$91,560	\$394	\$91,954
COSTS	PROJECT	HOUSEHOLDS	TOTAL
Cost to Educate New Students	\$0	(\$295)	(\$295)
Reduction in State School Funding	(\$57,683)	(\$57)	(\$57,739)
Costs Subtotal	(\$57,683)	(\$352)	(\$58,035)
Net Benefits	\$33,877	\$42	\$33,919

Annual Fiscal Net Benefits for Tomball ISD



The table below displays the estimated additional benefits, costs, and net benefits to be received by Lone Star College over the next 10 years of the Projec

Item 11.

NET BENEFITS OVER 10 YEARS: LONE STAR COLLEGE					
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL		
Real Property Taxes	\$9,249	\$0	\$9,249		
FF&E Property Taxes	\$0	\$0	\$0		
Inventory Property Taxes	\$0	\$0	\$0		
New Residential Property Taxes	\$0	\$225	\$225		
Benefits Subtotal	\$9,249	\$225	\$9,474		
COSTS	PROJECT	HOUSEHOLDS	TOTAL		
None Estimated	\$0	\$0	\$0		
Costs Subtotal	\$0	\$0	\$0		
Net Benefits	\$9,249	\$225	\$9,474		

Annual Fiscal Net Benefits for Lone Star College



The table below displays the estimated additional benefits, costs, and net benefits to be received by Port of Houston over the next 10 years of the Project.

Item 11.

NET BENEFITS OVER 10 YEARS: PORT OF HOUSTON					
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL		
Real Property Taxes	\$493	\$0	\$493		
FF&E Property Taxes	\$0	\$0	\$0		
Inventory Property Taxes	\$0	\$0	\$0		
New Residential Property Taxes	\$0	\$12	\$12		
Benefits Subtotal	\$493	\$12	\$505		
COSTS	PROJECT	HOUSEHOLDS	TOTAL		
None Estimated	\$0	\$0	\$0		
Costs Subtotal	\$0	\$0	\$0		
Net Benefits	\$493	\$12	\$505		

Annual Fiscal Net Benefits for Port of Houston



The table below displays the estimated additional benefits, costs, and net benefits to be received by Harris County ESD #8 over the next 10 years of the Prole Item 11.

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY ESD #8						
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL			
Real Property Taxes	\$7,720	\$0	\$7,720			
FF&E Property Taxes	\$0	\$0	\$0			
Inventory Property Taxes	\$0	\$0	\$0			
New Residential Property Taxes	\$0	\$188	\$188			
Benefits Subtotal	\$7,720	\$188	\$7,908			
COSTS	PROJECT	HOUSEHOLDS	TOTAL			
None Estimated	\$0	\$0	\$0			
Costs Subtotal	\$0	\$0	\$0			
Net Benefits	\$7,720	\$188	\$7,908			

Annual Fiscal Net Benefits for Harris County ESD #8



Harris County Hospital District Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by Harris County Hospital District over the next 10 ye Project.

Item 11.

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY HOSPITAL DISTRICT				
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL	
Real Property Taxes	\$12,329	\$0	\$12,329	
FF&E Property Taxes	\$0	\$0	\$0	
Inventory Property Taxes	\$0	\$0	\$0	
New Residential Property Taxes	\$0	\$300	\$300	
Benefits Subtotal	\$12,329	\$300	\$12,628	
COSTS	PROJECT	HOUSEHOLDS	TOTAL	
None Estimated	\$0	\$0	\$0	
Costs Subtotal	\$0	\$0	\$0	
Net Benefits	\$12,329	\$300	\$12,628	

Annual Fiscal Net Benefits for Harris County Hospital District



Harris County Department of Education Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by Harris County Department of Education over the nex of the Project.

Item 11.

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY DEPARTMENT OF EDUCATION					
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL		
Real Property Taxes	\$413	\$0	\$413		
FF&E Property Taxes	\$0	\$0	\$0		
Inventory Property Taxes	\$0	\$0	\$0		
New Residential Property Taxes	\$0	\$10	\$10		
Benefits Subtotal	\$413	\$10	\$423		
COSTS	PROJECT	HOUSEHOLDS	TOTAL		
None Estimated	\$0	\$0	\$0		
Costs Subtotal	\$0	\$0	\$0		
Net Benefits	\$413	\$10	\$423		

Annual Fiscal Net Benefits for Harris County Department of Education



Harris County Flood Control Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by Harris County Flood Control over the next 10 ye Project.

Item 11.

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY FLOOD CONTROL					
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL		
Real Property Taxes	\$2,669	\$0	\$2,669		
FF&E Property Taxes	\$0	\$0	\$0		
Inventory Property Taxes	\$0	\$0	\$0		
New Residential Property Taxes	\$0	\$65	\$65		
Benefits Subtotal	\$2,669	\$65	\$2,734		
COSTS	PROJECT	HOUSEHOLDS	TOTAL		
None Estimated	\$0	\$0	\$0		
Costs Subtotal	\$0	\$0	\$0		
Net Benefits	\$2,669	\$65	\$2,734		

Annual Fiscal Net Benefits for Harris County Flood Control



Item 11.

Overview of Methodology

The Impact DashBoard model combines project-specific attributes with community data, tax rates, and assumptions to estimate the economic impact of the Project and the fiscal impact for local taxing districts over a 10-year period.

The economic impact as calculated in this report can be categorized into two main types of impacts. First, the direct economic impacts are the jobs and payroll directly created by the Project. Second, this economic impact analysis calculates the spin-off or indirect and induced impacts that result from the Project. Indirect jobs and salaries are created in new or existing area firms, such as maintenance companies and service firms, that may supply goods and services for the Project. In addition, induced jobs and salaries are created in new or existing local businesses, such as retail stores, gas stations, banks, restaurants, and service companies that may supply goods and services to new workers and their families.

The economic impact estimates in this report are based on the Regional Input-Output Modeling System (RIMS II), a widely used regional input-output model developed by the U. S. Department of Commerce, Bureau of Economic Analysis. The RIMS II model is a standard tool used to estimate regional economic impacts. The economic impacts estimated using the RIMS II model are generally recognized as reasonable and plausible assuming the data input into the model is accurate or based on reasonable assumptions. Impact DataSource utilizes adjusted county-level multipliers to estimate the impact occurring at the sub-county level.

Two types of regional economic multipliers were used in this analysis: an employment multiplier and an earnings multiplier. An employment multiplier was used to estimate the number of indirect and induced jobs created or supported in the area. An earnings multiplier was used to estimate the amount of salaries to be paid to workers in these new indirect and induced jobs. The employment multiplier shows the estimated number of total jobs created for each direct job. The earnings multiplier shows the estimated amount of total salaries paid to these workers for every dollar paid to a direct worker. The multipliers used in this analysis are listed below:

713940 FITNESS AND RECREATIONAL SPORTS CENTERS		CITY OF TOMBALL
Employment Multiplier	(Type II Direct Effect)	1.179
Earnings Multiplier	(Type II Direct Effect)	1.3679

Most of the revenues estimated in this study result from calculations relying on (1) attributes of the Project, (2) assumptions to derive the value of associated taxable property or sales, and (3) local tax rates. In some cases, revenues are estimated on a per new household, per new worker, or per new school student hasis

The company or Project developer was not asked, nor could reasonably provide data for calculating some other revenues. For example, while the city will likely receive revenues from fines paid on speeding tickets given to new workers, the company does not know the propensity of its workers to speed. Therefore, some revenues are calculated using an average revenue approach.

This approach uses relies on two assumptions:

- 1. The taxing entity has two general revenue sources: revenues from residents and revenues from businesses.
- 2. The taxing entity will collect (a) about the same amount of miscellaneous taxes and user fees from each new household that results from the Project as it currently collects from existing households on average, and (b) the same amount of miscellaneous taxes and user fees from the new business (on a per worker basis) will be collected as it collects from existing businesses.

In the case of the school district, some additional state and federal revenues are estimated on a per new school student basis consistent with historical funding levels.

Additionally, this analysis sought to estimate the additional expenditures faced by local jurisdictions to provide services to new households and new businesses. A marginal cost approach was used to calculate these additional costs.

This approach relies on two assumptions:

- 1. The taxing entity spends money on services for two general groups: revenues from residents and revenues from businesses.
- 2. The taxing entity will spend slightly less than its current average cost to provide local government services (police, fire, EMS, etc.) to (a) new residents and (b) businesses on a per worker basis.

In the case of the school district, the marginal cost to educate new students was estimated based on a portion of the school's current expenditures per student and applied to the headcount of new school students resulting from the Project.

Additionally, this analysis seeks to calculate the impact on the school district's finances from the Project by generally, and at a summary level, mimicking the district's school funding formula.

According to the Texas Education Agency, any property added to local tax rolls, and the local taxes that this generates, reduces the amount of state funding equivalent to local taxes collected for maintenance and operations. The school district retains local taxes received for debt services and the corresponding state funding is not reduced. However, according to the Texas Education Agency, the school district will receive state aid for each new child that moves to the District. The additional revenues for the school district are calculated in this analysis.

About Impact DataSource

Established in 1993, Impact DataSource is an Austin, Texas-based economic consulting firm. Impact DataSource provides high-quality economic research, specializing in economic and fiscal impact analyses. The company is highly focused on supporting economic development professionals and organizations through its consulting services and software. Impact DataSource has conducted thousands of economic impact analyses of new businesses, retention and expansion projects, developments, and activities in all industry groups throughout the U.S.

For more information on Impact DataSource, LLC and our product Impact DashBoard, please visit our website www.impactdatasource.com



AGREEMENT

THE STATE OF TEXAS \$ \$ KNOW ALL MEN BY THESE PRESENTS: \$

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 **TCG Capital, LLC** (the "Company"), 9303 Stratford Place, 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 owns and operates a 44,000 square-foot indoor sports facility located at 19220 Theis Ln., Tomball, Texas 77375 and has purchased an adjacent 3-acre tract (the "Property"), more particularly described in Exhibit "A," attached hereto and made a part hereof; and

WHEREAS, the Company plans to expend Five Hundred and Thirty-Five Thousand Dollars (\$535,000) to construct a 100-stall parking lot expansion and related site and drainage improvements (the "Improvements") on the site; and

WHEREAS, the Company also proposes to create two (2) new full-time employment positions in Tomball in conjunction with the expansion of its business operations on the Property; and

WHEREAS, the TEDC agrees to provide to the Company the sum of Twenty-Six Thousand Seven Hundred and Fifty Dollars (\$26,750.00), or an amount equal to up to five percent (5%) 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; 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 operate and maintain the proposed business on the Property for a term of at least five (5) years and will create two (2) additional full-time positions at the Property. 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 Improvements to the TEDC prior to construction.

2.

Construction of the Improvements on the Property 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 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.

4.

In consideration of the Company's representations, promises, and covenants, TEDC agrees to reimburse the Company for the actual cost of the Improvements up to the amount of Twenty-Six Thousand Seven Hundred and Fifty Dollars (\$26,750.00), or an amount equal to up to five percent (5%) 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.

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 one-half percent (½%) 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 (½%) 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.

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, 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.

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: TCG Capital, LLC

9303 Stratford Place Tomball, Texas 77375 Attn: Jorge Campos

TCG Capital, LLC, Managing Member

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.

11.

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.

12.

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.

this	day of	2024 (the "Effective Date").
		TCG Capital, LLC
		By:
		Name: Jorge Campos
		Title: Managing Member
ATTES	ST:	
By:		
Name:		
Title:		
		TOMBALL ECONOMIC DEVELOPMENT CORPORATION
		By:
		Name:
ATTES	YT·	Title: President, Board of Directors
TITLS	,11.	
By:		
Name:		
Title:	Secretary, Board of Director	
		ACKNOWLEDGMENT
THE ST	ΓATE OF TEXAS §	
TIL 5	TY OF HARRIS §	·
COUN	TY OF HARRIS §	
	This instrument was asknown	owledged before me on the day of
	by Jorge Campos, Managi	ng Member, TCG Capital, LLC., for and on behalf of said
		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
2024, by	, President of the Board of Directors of the Tomball
Economic Development Con	poration, for and on behalf of said Corporation.
•	
	Notary Public in and for the State of Texas
	My Commission Expires:
(SEAL)	прист

Exhibit A <u>Legal Description of Property</u>

Legal Information: TR 1A BLK 1 SWINGHAMMER HAUCK



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9



Regular Tomball EDC Agenda Iter **Data Sheet**

FUNDING (IF APPLICABLE)

Agenda Item					
Data Sheet	Meeting Date:	May 14, 2024			
Topic:					
agreement with Keep It Simple and Pink LLC to make direct in assistance for new or expanded business enterprise to be located	Consideration and possible action by Tomball EDC to approve, as a Project of the Corporation, an agreement with Keep It Simple and Pink LLC to make direct incentives to, or expenditures for, rental assistance for new or expanded business enterprise to be located at 103 W. Main Street, Tomball, Texas 77375. The estimated amount of expenditures for such Project is \$10,000.00.				
Public Hearing					
Background:					
The Tomball Economic Development Corporation has received a of Keep It Simple and Pink LLC, for funding assistance through for a new café and event space.	•	* *			
Ms. Papaqui currently operates The Party HTX, which specialize the Houston region. She plans to utilize the Main Street space a add a roof-top bar and short-term vacation rental to the space. 2,900 square feet and is the former home of Ricca Boot Shop lo TX.	s a café and event The existing build	venue and desires to ding is approximately			
The goal of the TEDC's Rental Incentive Program is to assist in existing vacant spaces and to stimulate commercial investment in the Rental Incentive Program Policy, the proposed performance agrent for the first year of operation only, not to exceed \$10,000.00	the City of Tomba greement is for 25%	ll. In accordance with			
The lease agreement that was submitted in conjunction with the request letter shows a three-year lease commitment with a monthly rent amount of \$5,000.00 for the first 12 months. The proposed grant amount is \$10,000.00, payable after the first year of operation based on landlord verification of rents paid and meeting the performance agreement criteria.					
Origination: Izabella Papaqui, Owner, Keep It Simple and Pink	LLC				
Recommendation: Staff recommends approval of the proposed Performance Agreement with Keep It Simple, LLC					
Party(ies) responsible for placing this item on agenda:	Kelly Violette				

If yes, specify Account Number: #Project Grants

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

61

Item	12

If no, funds will be transferred from account #				To account #		
Signed						
	Staff Member-TEDC	Date	_	Executive Director-TEDC	Date	



May 9, 2024

Subject: New Business Incentive Program

Dear Kelly Violette, CEcD, PCED, AICP Executive Director Tomball Economic Development Corporation

I hope this letter finds you well. I am writing this letter as the sole owner of Keep It Simple And Pink, LLC not only as an excited member of the community but also as a young entrepreneur since 2018. Specializing in event rentals and home baked sweets. I currently run The Party Htx which I'm blessed to say is thriving as we are vendors for larger scale companies like Lone Star college in The Woodland, Chase Bank, Houston School District & so many more! I as of right now go to clients for all their party rental needs which now opening the space i will be able to give the clients what they need. Bringing a new group to tomball.

Our goal is to take tomball to a new era through night life and daily events to give tomball what it's missing. We are extremely excited about working on this project but due to the building being a wonderful part of history we are doing our best to keep its original fixtures and let the building speak for itself. Unfortunately if we want to create the nightlife and bring something special to our roof top or indoor event we will need some renovations to hold the structure together.

Our plan is to open both down stairs locations as well as what will be the air bnb in the back apartment by june 1st with permit allowing. To do so required a larger investment. Next step is getting our rooftop up to code and evaluate the possibilities. Getting our liquor license for this as well will cost on top of this starting january our rent will be going up.

To maximize our potential I have started marketing already and plan on executing much more effort into this once doors are open on marketing material such as tote bags, hats, flyers for all the events, social media boosted posts and so much more.

While these are just a piece of the expense we are also undergoing all permit fees tied into the Cafe downstairs and occupancy permits needed. Not only would this help create a magical and jaw dropping space, it will give me the ability of having a one stop place everyone will come out to see!

I sincerely appreciate your consideration and look forward to discussing this opportunity with you. Thank you for taking the time to read this letter and hope you have an amazing day.

Sincerely,

Suzanna Izabella Papaqui

Owner Keep It Simple and Pink LLC

(346)351-0538

Papaquiizabella@icloud.com

Keepitsimpleandpink@gmail.com

Item 12.



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: KEEP IT SIMPLE LLC	
Current Business Physical Address: 103 W MAIN ST	
Give State 8, 7: TOMBALL TX, 77375	
Mailing Address: 103 W MAIN ST	
City Cuty 8, 7: TOMBALL TX, 77375	
Business Phone: (346)351-0538	
Business Website:	
Business Owner Name: SUZANNA PAPAQUI	
Applicant's Name (if different):	
Position /Title: OWNER	
Phone and Email: (346)351-0538	
Nature of Business: CAFE/VENUE	
NAICS Code:	
Legal Form of Business:	
 □ Sole Proprietor □ Partnership Number of Partners □ Corporation ☑ Limited Liability Corp 	Days and Hours of Operation Days Open: 6 A WEEK Hours Open: 10-12

Business Start/Opening Date JUNE 1, 2024

Em	plo	ye	es

Full Time Employees (40 hours per week): 2

Part Time Employees (less than 40 hours per week): 1

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>6,000</u>	
Landlord Space Improvement (finish)	\$	
Equipment and Display	\$ <u>4,000</u>	
Product Stock (for Opening)	§ 3,000	
Marketing (First Year)	§ 1,000	
Sources of Funding for Move/Expansion		
Funds invested by owner	\$ <u>12,000</u>	
Funds from other sources*	\$	
Total estimated cost to move/expand	§ <u>26,000</u>	

* Source of Funding and Amounts Self Employed 26,000

New Lease Property Information

Address of space to be leased: 103 W MAIN ST

Total amount of square feet to be leased and occupied: 2,900

Term of lease (minimum 3 years): 3 years

Gross rental rate \$5,000 per month \$1.73 per s.f.

Additional lease terms and other monthly charges: STARTING JANUARY TAXES AND INSU

WILL BE ADDED

Indicate any rate increases: UNKNOWN EXACT AMOUNT ABOUT 500-700 more

66

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.

is an important factor in opening your business.
I am hoping to bring a unique and fun experience to tomball by having a place everyone comes
a taste of how amazing our night life could be. Allowing me to use this financial aid in my growth
many ways, one being giving tomball a new space where we can do daily events events, volunte
roof top bar and so much more but i can only do it with your help and support. As known the first
then the rest and i have put my saving into this trying to create a special place. Unknowning of w
problems there can be or come up i would appreciate any rent subsidy.
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:
The Rental incentive is extreamly helpfull in not only growing my business but the community by
with this i can put forward the money into the community it self. I see our business being a cruicti
especially being on main street, I want to show everyone tomball is far from being dead or left b
era. Giving tomball everything im offering will bring a new light to my business neighbors, i will cre
will leave you wanting more of tomball so much so they will walk up and down main street serchi
store they can enjoy. Allowing me access to these benefits is not only giving it to me it is giving it
I see the environment and culture im creating with a business of this magnitude is unforgettable,
and all of tomball will benifit from this. While we will be open late i hope to help other owners in t
there good in our stores, giving furter exposure for when they have closed for the day. In doing s
mind about stay open later once they see there sells.
Think about stay open later office they see there sells.

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.

Suzanna Papaqui	Kepaa111/
Printed Name of Principal Owner	Signature
	05/09/2024
	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.



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: <u>103 W MAIN ST</u>	
Property Owner of Record: BUTTERI	BEE ACQUISITIONS, LLC
Mailing Address:	
City, State & Zip	
Phone:	Email: HEATH@TEXASMULCHASTERS.CO
Name(s) of Authorized Signatories: No	Email: HEATH@TEXASMULCHASTERS.CO
Name of Management Company:	
Name of Representative/Contact Perso	n:
Management Company Address:	
City, State & Zip	Email:
Phone:	Email:
Name of proposed business at site:	
KEEP IT SIMPLE AND PINK LLC	
Name of business owner:	
Suzanna Papaqui	
DOES THE BUSINESS OWNER OR	THE BUSINESS HAVE ANY RELATIONSHIP TO THE
PROPERTY OWNER/LANDLORD?	NO ■ YES □ Please explain

SITE & LEASE INFORMATION

Total amount of square feet to be leased and occupied by business: $\underline{2,900}$
Term of lease: 3 years
Gross rental rate $$\frac{5,000}{\text{per month}}$$ per s.f.
Additional lease terms and other monthly charges: STARTING JANUARY TAXES AND INSU
Traditional rease terms and other monthly enables.
Indicate any rate increases: UNKOWN EXACT AMOUNT ABOUT 500-700
Is the subject space currently vacant? Yes ■ No □
If yes, how long has the space been vacant? months
Name of previous tenant: RICCO
Previous Rental Rate: \$ Per Month \$ 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 \square NO \square N/A \square
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 \square NO \square N/A \square
omer froperites. TES II NO II N/A II
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.

Nolan Butterfras	ABA STATE OF THE S
Printed Name of Property Owner/Landlord	Signature
	05/09/2024
	Date



COMMERCIAL LEASE

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED. ©Texas Association of REALTORS®, Inc. 2022

CONCERN	IING THE LEASED PREMISES AT	103 W Main St	Tomball TX 7	7375
between _	Butterbee Acquisitions, LLC		(Landlord	d)
and	Suzanna Izabella Papaqui		(Tenant).	

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

COMMERCIAL LEASE

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1.	PARTIE	S: The p	arties to this leas	e are:			
	Lanc	llord:			terbee Acquisitions,		 ; and
	Tena	ant:		Sı	ızanna Izabella Papaç	qui	
2.	LEASE	PREMI	SES:				
			es to Tenant the provements (Chec		scribed real property, <i>loox)</i> :	known as the "lease	ed premises," along
	S	quare fee	et of rentable area	a ("rsf") in	Number co		(project
	(address)	in		(city), ached Exhibit		(county),
	12 (2) <u>S</u> re – a	Single-Tel entable a ttached E	nant Property: Threa ("rsf") at:	ne real prope	erty containing approxi 103 w Main St, T	mately 2,900 Comball, TX 77375	square feet of
	(1) "I c (2) th a	Property" common a ne parties rea withir	means the buildi treas, drives, parl s agree that the ro the leased prem	king areas, a entable area iises and ma	ex in which the leased and walks; and of the leased premise y include an allocation usted if re-measured.	es may not equal th	ne actual or useable
3.	TERM:						
	A. Term	: The te	m of this lease is	36	months and0	_ days, commencir	ng on:
	-		5/1/2024		_ (Commencement Da	ate) and ending on	
			5/31/2027		_ (Expiration Date).		
,	beca	use of co olete or a	onstruction on the prior tenant's hol	e leased pre ding over of	o occupy the leased p mises to be complete the leased premises, I	d by Landlord that Landlord will not be	is not substantially liable to Tenant for
(IX	R-2101) 07	-08-22	Initialed for Identifica	tion by Landlor	d: <u>(₩₩)</u> , <u>(/VO)</u> , and Te	nant:,	Page 2 of 18

103 W Main St

Tomball

TX

77375

C. <u>Certificate of Occupancy</u>: 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. <u>Base Monthly Rent</u>: 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:

Dat	tes	Rate per rentable sq	uare foot (optional)	Base Monthly
From	To	\$ Monthly Rate	\$ Annual Rate	Rent \$
5/1/2024	12/31/2027	5,000.00 / rsf / month	/ rsf / year	5,000.00
		/ rsf / month	/ rsf / year	
		/ rsf / month	/ rsf / year	
		/ rsf / month	/ rsf / year	
		/ rsf / month	/ rsf / year	
		/ rsf / month	/ rsf / year	

В.	Additional	Rent:	In	addition	to	the	base	monthly	rent,	Tenant	will	pay	Landlord	the	expense
	reimburser	ment de	taile	ed in Para	agra	ph 4	J (if ap	plicable) a	and all	other am	ount	s, as	provided b	y the	attached
	(Check all	that ap	ply.):											

	(1)	Commercial	Lease	Addendum	for	Percentage	Rent	(TXR-2106)
--	-----	------------	-------	----------	-----	------------	------	------------

(2)	Commercial	Lease	Addendum	for	Parking	(TXR-2107

 \square (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	6/1/2024

- D. <u>Prorated Rent</u>: 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. <u>Place of Payment</u>: 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:			
Address:			

(TXR-2101) 07-08-22

Initialed for Identification by Landlord:





, and Tenant:



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Tomball

TX

77375

- 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 \$ 75.00 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.
- 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 100
 - (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.

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(e)	"Structur	<i>al"</i> means al	l of Landlord's	expenses	reasonably	incurred t	o maintain	, repair, and re	place
	the roof,	foundation,	exterior wall	s, load bea	ring walls	and other	structural	components	of the
	Property								

(f)	"Roof"	' means	all	roofing	components	including,	but not	limited to	o decking,	flashing,	membrane
	and sk	ylights.									

(3). <u>Method</u> :	The additiona	I rent under this	Paragraph	4J will be	computed	under the	following	method
(Check only	one box): Note	e: "CAM" does n	ot include ta	axes and ir	surance co	osts.		

(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) <u>Projected Monthly Expenses</u>: 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.

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Α.	Upon execution of this lease, Tenant will pa	ay \$	5,000.00	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.)

N/A	<u>Landlord</u>	<u>Tenant</u>
		X
		M
		X
		M
		X
		X
		X
		X
		X

- 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. <u>Notice</u>: Tenant should determine if all necessary utilities are available to the leased premises and are adequate for Tenant's intended use.
- D. <u>After-Hours HVAC Charges</u>: "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.

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- ☐ (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 \$ 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.

W Main St.

- (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: Party events and Air B&B

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- 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):

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)
- 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 moveout 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.

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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 60 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 moveout 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. <u>Cleaning</u>: 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

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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.)

7754-92 (av		N/A	Landlord	Tenant
(1)	Foundation, exterior walls, and other structural components		X	
(2)	Roof replacement		X	
(3)	Roof repair		X	
(4)	Glass and windows			X
(5)	Fire protection equipment			X
(6)	Fire sprinkler systems			X
(7)	Exterior and overhead doors, including closure devices, molding, locks, and hardware			X
(8)	Grounds maintenance, including landscaping and irrigation			X
(0)	systems Interior doors, including closure devices, frames, molding, locks, and	u	u	(27)
(9)	hardware		П	X
(10)	Parking areas and walks	ā	ā	X
(11)	The Property of the Control of the C			X
(12)	Electrical systems, mechanical systems			X
(13)	Ballast and lamp replacement			X
(14)	Heating, Ventilation and Air Conditioning (HVAC) systems			X
(15)				X
(16)				X
()	(a) Pylon			X
	(b) Fascia			X
	(c) Monument			X
	(d) Door/Suite			X
	(e) Directional			X
	(f) Other:			
(17)	Extermination and pest control, excluding wood-destroying insects			X
(18)	Fences and Gates			X
(19)	Storage yards and storage buildings			X
(20)	Wood-destroying insect treatment and repairs			X
(21)	Cranes and related systems			X
(22)				
(23)				
. ,	All other items and systems			

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 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.

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- 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. <u>Notice of Repairs</u>: 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. <u>Failure to Repair</u>: 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. <u>an act, omission, or neglect of: Tenant's agent; Tenant's guest; Tenant's employees; Tenant's patrons; Tenant's invitees; or any other tenant on the Property;</u>

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- B. <u>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.</u>
- 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 UTILTIES, 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.

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- 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.

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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: N/A
- 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

(TXR-2101) 07-08-22

Initialed for Identification by Landlord:



NB

, and Tenant:



Page 14 of 18



103

W Main St

Tomball

TX

77375

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:

Α		rs to this lease are:	Cooperating Broker:
	Agent:	Crystal Graham	Agent:
	Address:	8817 Louetta Rd	Address:
	-	Spring TX 77379	
	Phone & Fax	281-831-8334	Phone & Fax:
	E-mail:	crystalgraham@att.net	E-mail:
	License No.:	360784	License No.:
	□ represe	Broker: <i>(Check only one box)</i> nts Landlord only. nts Tenant only. ermediary between Landlord and Tena	Cooperating Broker represents Tenant.
В	. Fees:		
×	☐ (a) a s 図 l	al Broker's fee will be paid according to eparate written commission agreement Landlord ☐ Tenant. attached Commercial Lease Addendu	between Principal Broker and:
	(a) a s	rating Broker's fee will be paid accordir eparate written commission agreement Principal Broker 🔲 Landlord 🔲 Tena attached Commercial Lease Addendu	between Cooperating Broker and:
A of	ddenda and	Exhibit section of the Table of Content Tenant agrees to comply with the Rule	ddenda, exhibits and other information marked in the s. If Landlord's Rules and Regulations are made parties and Regulations as Landlord may, at its discretion
CE	ertified mail re		riting and are effective when hand-delivered, mailed by onal or regional overnight delivery service that provides smission to:
<u>La</u>	andlord at:	Address:Attention:Fax:	

(TXR-2101) 07-08-22

Initialed for Identification by Landlord:





and Tenant:



Page 15 of 18



ommercial Lease	e concerning: 103 W Main St	Tomball	TX	77375
and a copy	to:			
	Address:			
	Attention:			
	Fax:			
■ Landlore	d also consents to receive notices by e-mail at:		ters.co	m
Tenant at the	ne leased premises,			
and to:				
	Address:			
	Attention:			
	Fax:			
and a copy	to:			
	Address:			
	Attention:			
	Fax:			
□ Topest				
u renant a	also consents to receive notices by e-mail at:	papaquiizabella@icl	oua.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.*)

Landlord will be responsible for the HVAC system the first 6 months of the lease. After that the tenant shall be responsible. Rent the first year shall be \$5,000. The next year (2025) rent shall be adjusted to include the property taxes & insurance. This shall be prorated and added to the monthly rent. It shall be reviewed and adjusted each year starting each January of the lease. Tenant shall have possession to the property starting May 1,2024. Prorated rent shall apply May 15-31. Rent for May 2024 shall be \$2,833.33. June 2024 shall start the full rental amount \$5,000.

36. AGREEMENT OF PARTIES:

- A. <u>Entire Agreement</u>: This lease contains the entire agreement between Landlord and Tenant and may not be changed except by written agreement.
- B. <u>Binding Effect</u>: This lease is binding upon and inures to the benefit of the parties and their respective heirs, executors, administrators, successors, and permitted assigns.
- C. <u>Joint and Several</u>: 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.

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Initialed for Identification by Landlord:





, and Tenant



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- D. <u>Controlling Law</u>: The laws of the State of Texas govern the interpretation, performance, and enforcement of this lease.
- E. <u>Severable Clauses</u>: 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. <u>Waiver</u>: 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. <u>Quiet Enjoyment</u>: 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. <u>Time</u>: Time is of the essence. The parties require strict compliance with the times for performance.
- J. <u>Counterparts</u>: 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



NB

and Tenant



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103 W Main St

TX

77375

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:	Butterbee Acquisitions, LLC	_ Tena	nant: Suzanna Izabella Papaqui
By (signal	ture): Heath Beeman ame: Heath Beeman Date: 04/27/2024	_	By (signature): Saperum Printed Name: Izabells Papaqui Title: Tenant Date: 04/27/2024
	Authentisson	_ By:_	
Printed Na	ture): Nolan Butterfras ame:	-	By (signature): Printed Name:
Title:	Date:		Title: Date:



COMMERCIAL LANDLORD'S RULES AND REGULATIONS

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
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REGARDING THE COMMERCIAL LEASE CONCERNING THE LEASED PREMISES AT

103 W Main St Tomball TX 77375

NOTICE: These rules and regulations are adopted to maintain and enhance the safety and appearance of the Property. From time to time Landlord, at its discretion, may amend these rules and regulations for the purposes for which they were adopted. Under the above-referenced lease, Tenant agrees to comply with these rules and regulations as they may be amended. Exceptions or waivers must be authorized by Landlord in writing. "Property" means the building or complex in which the leased premises are located, inclusive of any common areas, drives, parking areas, walks, and landscaped areas.

- A. Goods, merchandise, equipment, or any personal property may not be sibred on the Property, except to inventory within the leased premises necessary for Topant's normal business operations.
- B. Food is not permitted on the Property, except as inventory for sale and for a small amount of food for Tenant's personal consumption.
- C. Other than those provided by Landlord or specifically authorized by Landlord, no vending machines are permitted on the Property.
- D. The Property may not be used for lodging or sleeping quarters in any manner.
- E. Unless authorized by law or the lease, no animals may be brought or kept on the Property.
- F. No obstruction or interference that impedes use of the common areas, walks, drives, loading areas, parking areas, corridors, hallways, vestibules, and stairs is permitted on the Property.
- G. Persons parking on the Property must comply with all posted signs and directions regulating the parking areas.
- H. No flammable, toxic, noxious, or hazardous materials may be kept on the Property except for over-the-counter cleaning materials kept in enclosed storage closets or cabinets.
- Tenants moving in or out of the Property must use only the service entrances and service elevators during the move. All moves must be made at times that do not cause inconvenience in the normal use of the Property.
- J. Deliveries and shipping of goods and merchandise in or out of the Property must be made only through the service entrances, service elevators, loading docks, or other designated shipping and receiving areas. Shipments and deliveries must be made at times that do not cause inconvenience to tenants or patrons on the Property.
- K. Leased premises must be kept clean and free of debris. Trash must be deposited into appropriate receptacles. Trash receptacles controlled by Tenant must not be allowed to overflow, attract rodents or vermin, or emit odors.

(TXR-2108) 1-26-10

Initialed for Identification by Landlord:

, NB

_, and Tenant:

£,___

Page 1 of 2

90

- TX 77375
- L. Repair requests must be submitted to Landlord in writing in compliance with the lease.
- M. No modification to the Property and leased premises may be made unless authorized by Landlord, in writing, or permitted by the lease.
- N. No illegal or offensive activity is permitted on the Property nor is any activity that constitutes a nuisance or interferes with the rights of other tenants.
- O. Unless specifically authorized by Landlord, no solicitation or business operations are permitted in the common areas.

P. Other:

Tenant must follow City, County & State codes & zoning.

No open flames, propane tanks, space heaters, sparklers or fireworks on the property.



NB

and Tenant:





INTERMEDIARY RELATIONSHIP NOTICE

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.

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То	:	Butterb	ee Acquisitions	, LLC	Nolan But	terfras	(Seller or Landlord)
		and Su	zanna Izabella I	Papaqui		THE AN EXPERIENCE AND AN AREA OF THE AREA	(Prospect)
Fr	om:	· Name and April 1981		BHG Gary Greene	1		(Broker's Firm)
Re	:	103 W M	ain St		Tomball	TX 77375	(Property)
Da	ite:	MINISTER STATE OF THE STATE OF	04/27/2024	l .			
Α.				s the seller or landlont for the Property.	ord of the Prop	erty and "prospe	ect" means the above-
В.		regularity in the complete thinking the school of	resents the own		greement and	also represents	the prospect under a
C.	the p desir purc	prospect pre res to buy o hase or leas	viously authorize or lease a prope e the Property, B	ed Broker to act as rty that is listed by	an intermediar the Broker. \ cordance with t	y if a prospect v When the prosp	nt, both the owner and who Broker represents ect makes an offer to s granted in the listing
D.		ide opinions					out instructions of, and appointments, Broker
					to th	e owner; and	
					to th	e prospect.	
Ε.		cknowledgin termediary.	g receipt of this	notice, the undersig	ned parties rea	affirm their conse	ent for broker to act as
F.				material information contemplated busine			to the parties, such as
	e und		knowledge receip 04/27/24	ot of this notice	Authentisien Stap		/27/24
Sel	larard	andlord Heath		Date	Prospect Izab	00-0	Date
No	olan E	Butterfras	04/27/24				
Sel	ler or L	andlord Nolan	Butterfras	Date	Prospect		Date

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Information About Brokerage Services

11-2-2015 Item 12.

Texas law requires all real estate license holders to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

TYPES OF REAL ESTATE LICENSE HOLDERS:

- A BROKER is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- A SALES AGENT must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- · Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - **INTERMEDIARY**: To act as an intermediary between the parties the broker must first obtain the written agreement of *each party* to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
 - o that the owner will accept a price less than the written asking price;
 - o that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
 - o any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

BHGRE Gary Greene Licensed Broker /Broker Firm Name or Primary Assumed Business Name	475512 License No.	brokerage@garygreene.com Email	713-456-6644 Phone
Mark Woodroof Designated Broker of Firm	415360 License No.	brokerage@garygreene.com Email	713-456-6644 Phone
Sharon Teusink Licensed Supervisor of Sales Agent/ Associate	302669 License No.	Sharon@GaryGreene.com Email	281-444-5140 Phone
Crystal Graham	360784	crystalgraham@att.net	281-831-8334
Sales Agent/Associate's Name	License No.	Email	Phone
— Authentisign	ONIAN	04/27/24	
Nolan Butterfras	ant/Seller/Land	lord Initials Date	
O4/27/24 Regulated by the Texas Real Estate Con	eman nmission	04/27/24 Information avail	able at www.trec.texas.go
			Indianates IADC 1

This form is authorized for use by Crystal L Graham, a

InstanetFORMS IABS 1-0

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 **Keep It Simple and Pink LLC** (the "Company"), 103 W Main 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 2,900 square foot existing retail space located at 103 W Main Street, Tomball, Texas 77375 (the "Property"), and more particularly described in Exhibit "A," attached hereto and made a part hereof; and

WHEREAS, the Company plans to develop a café and event venue with two (2) full-time employees at the Property; 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 Ten Thousand Dollars (\$10,000.00), 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 two (2) 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 Ten Thousand

Dollars (\$10,000.00). 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 ½% 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 ½% 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

Item 12.

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: Keep It Simple and Pink LLC

103 W Main Street Tomball, TX 77375

Attn: Suzanna Izabella Papaqui, Owner

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.

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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.

day of2	2024 (the "Effective Date").
	KEEP IT SIMPLE AND PINK, LLC
	Ву:
	Name: Suzanna Izabella Papaqui
	Title: Owner
TTEST:	
.11201.	
y:	
fame:	
itle:	
	TOMBALL ECONOMIC DEVELOPMENT CORPORATION
	By:
	Name: Gretchen Fagan
	Title: President, Board of Directors
TTEST:	
y:	
Citle: Secretary, Board of Directors	

ACKNOWLEDGMENT

THE STATE OF TEXAS	§
COUNTY OF HARRIS	§ §
	acknowledged before me on the day of apaqui, Owner of Keep It Simple and Pink LLC, for and on behalf of
	Notary Public in and for the State of Texas
	My Commission Expires:
(SEAL)	
	ACKNOWLEDGMENT
THE STATE OF TEXAS COUNTY OF HARRIS	§ § §
	acknowledged before me on the day ofJanuary 2024, nt of the Board of Directors of the Tomball Economic Development alf of said Corporation.
	Notary Public in and for the State of Texas
(SEAL)	My Commission Expires:

Exhibit "A" Legal Description of Property

Legal: LT 24 BLK 3 TOMBALL

Address: 103 W Main Street, Tomball, TX 77375



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Regular Tomball EDC Agenda Item Data Sheet

Data Sneet		Meeting Date:	May 14, 2024
Topic:			
Consideration and possible action by Tomba Corporation 2023-2024 Annual Report.	all EDC to acc	cept the Tomball Ec	conomic Development
Background: Annual Reports will be distributed at the meet	ing.		
https://www.dropbox.com/scl/fi/y48gusn7as5j final.pdf?rlkey=or0md21z7lqd4uphy94y3knm			<u>-fast-</u>
Origination: Kelly Violette, Executive Direct	ctor, Tomball Ed	conomic Developmen	nt Corporation
Recommendation:			
Party(ies) responsible for placing this item of	on agenda:	Kelly Violette	
FUNDING (IF APPLICABLE) Are funds specifically designated in the current bu Yes: No:		nmount required for thity Account Number: #	s purpose?
If no, funds will be transferred from account #	ir yes, speen.	To account #	
Signed	Approved by	y	
Staff Member-TEDC Date		Executive Director-	-TEDC Date



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GET IN TOUCH

Phone

Social Media

281-401-4086

@tomballtxedc

Website

Address

www.tomballtxedc.org

29201 Quinn Road, Suite B Tomball, Texas 77375

CELEBRATING



YEARS

103



ABOUT TOMBALL ECONOMIC DEVELOPMENT CORPORATION

The TEDC utilizes multiple tools to The Tomball Economic Development attract and retain businesses, such as developed infrastructure. incentives, and improvement grants. The Corporation collaborates with existing companies and local partners and industry, promoting business on key initiatives to address critical business and community needs.

Tomball's premier location and strengthens the overall economic business-friendly mindset make it an environment of Tomball and helps the ideal place for economic investment community thrive through measured and ensures Tomball is a place where corporate industry and family-owned businesses prosper.

Corporation (TEDC) is governed by a tax seven-member Board of Directors appointed by Tomball City Council. Focused on attracting new businesses retention and expansion, and coordinating economic development efforts in Tomball, the TEDC growth generating jobs, boosting revenue, and enhancing the quality of life in Tomball.

The TEDC was formed in November 1994 as a Type B Corporation after the citizens of Tomball voted to pass a ½ cent sales tax dedicated to economic development.



Gretchen Fagan **PRESIDENT**

Richard Bruce

TREASURER



Chad Degges VICE PRESIDENT

BOARD OF DIRECTORS



William E. Sumner SECRETARY



Lisa Covington BOARD MEMBER



Jim Engelke BOARD MEMBER



Brock Hendrickson BOARD MEMBER

Since its founding in 1994, the TEDC Board of Directors has consisted of seven members appointed by Tomball City Council. Directors serve a two year term and may be reappointed by City Council at the end of each term.

Mission

To promote economic development in the City of Tomball through the attraction of new business and industry and the retention of existing businesses by providing the resources that enhance the general well-being of the community.

Vision

Tomball is the community of choice for businesses, residents, and visitors, offering a dynamic economy, strong labor force, and unmatched living and working environment.





Kelly Violette, CEcD, PCED, AICP **EXECUTIVE DIRECTOR**



Tiffani Wooten. CEcD ASSISTANT DIRECTOR



PCED ECONOMIC DEVELOPMENT COORDINATOR

Tori Gleason.



TEDC STAFF

McKayley Dannelley ADMINISTRATIVE ASSISTANT

EXECUTIVE DIRECTOR'S MESSAGE

This year, Tomball Economic Development Corporation (TEDC) celebrates 30 years of smart, measured growth and economic progress for all in Tomball - success founded on collaboration. Collaborative efforts created hundreds of million in capital investment and thousands of new jobs in the last 30 years.

The 2023-2024 annual report showcases successes of the TEDC Board of Directors, TEDC staff, City of Tomball, and our economic and workforce development partners.

TEDC started the fiscal year with a sold out Business & Technology Park, a nationally recognized project. Weeks later we secured the 4.63-acre First Baptist Church property centered in Old Town Tomball for future development.

Throughout the year, we witnessed industrial development along Grand Parkway and Tomball Parkway and the emergence of large and small retail stores, shops, and e-commerce businesses – all creating jobs and expanding our economy.

We are working in partnership with the City of Tomball to implement the Livable Centers Downtown Plan. Together, we are creating a more inviting and accessible downtown with safer walkways and amenities. The first phase of the alleyway project is underway and will provide enhanced lighting, entryway features and stamped concrete to provide more appealing pedestrian connections for visitors and residents. The Old Town Tomball Business Alliance was established by the downtown merchants to promote the rich tapestry of activities and events within the heart of our city.

Workforce partners continue to prepare workers for careers. Tomball ISD students entered their first year of a P-TECH program to develop workers for emerging healthcare careers. The launch of the TEDC Summer Youth Employment Program will further drive career opportunities.

Collaboration with our partners ensures plans are in line with how businesses, residents and visitors want to enjoy Tomball. Working together, Tomball is prepared for the next 30 years!

Sincerely,

Kelly Violette, CEcD, PCED, AICP **Executive Director**

Kelly Violette

Kelly Violette was hired as Executive Director in 2011. Under her leadership, Tomball has recruited hundreds of projects leading to nearly \$500 million in capital investment and more than 5,000 jobs created. The creation and build out of Tomball Business & Technology Park highlights these efforts, with a diverse 815,000 square feet of development spanning the 99.5-acre park. Violette is a Certified Economic Developer (CEcD), Professional Community and Economic Developer (PCED), and Certified Planner (AICP).



STRATEGIC WORK PLAN

The 2023-2024 Strategic Work Plan detailed goals for the TEDC staff and board to achieve through collaboration with local businesses, strategic partners, and key stakeholders. Developed from the 2020-2024 Strategic Plan, the areas of focus were designed to maintain Tomball's robust economic success. Execution of the goals has created stronger business partnerships, new workforce initiatives, and a heightened demand for development in Tomball.

BUSINESS RETENTION & EXPANSION (BRE)

Continually Engage and Assist in the Success of Tomball Businesses

ATTRACTION AND RECRUITMENT

Recruit and Secure New Businesses and Industry Suitable for Tomball

DEVELOPMENT/REDEVELOPMENT OF OLD TOWN

Encourage Quality Investment in Tomball's Old Town

EDUCATION AND WORKFORCE DEVELOPMENT

Partner With Local and Regional Education Institutions, City of Tomball, Greater Tomball Area Chamber of Commerce, and Local Industries to Further Develop Youth Workforce Programs and Workforce Initiatives

OPERATING REVENUE

FY 2024 ADOPOTED



\$24.665.816

\$863.785



\$768.235

\$16.987.018

\$850.000

\$5.000.000



\$30.515.816



\$1.043.598



\$14.311.400



\$13.528.798



BUSINESSES IMPROVEMENT GRANTS (BIG)

2023-2024



61

660 SINCE 2010

BUSINESSES ASSISTED

\$1.587.325.59 SINCE 2010

SIGNAGE

IMPROVEMENTS



\$259,539.16

\$10,289,692.17 SINCE 2010

PROPERTY

IMPROVEMENTS

\$172,607.78 \$205,390.19

\$1,152,945.05 SINCE 2010 **MEGA**

IMPROVEMENTS



\$350,029.04 \$3,663,275,75 SINCE 2010

TEDC INVESTMENT

\$2,321,883.31 SINCE 2010

LANDSCAPING

IMPROVEMENTS



\$322,880.85 \$288,858.81

\$3,262,226.08 SINCE 2010

FAÇADE IMPROVEMENTS



\$1,249,276.79

\$18,614,072.20 SINCE 2010

TOTAL PROJECT CAPITAL INVESTMENT

ALLEYWAY ENHANCEMENTS

Partnering with the City of Tomball, TEDC is redeveloping commercial alleyways throughout Old Town to foster a livable, walkable, and connected community. An amenities package funded by the TEDC will beautify the alleyways. These amenities include entry arch gateways; decorative string lights; masonry seat walls; lighted entry markers; planter pots, soil, flowers and drip irrigation; and lighting and electrical.

needed to improve Old Town, while maintaining the charm and character of the district.

The Livable Centers Downtown Plan was adopted in 2009 to preserve, promote, and enhance Old Town Tomball. The plan focuses

on infrastructure improvements in Old Town Tomball to improve walkability and boost commerce. The plan details enhancements

Phase I of the project is nearing completion. Enhanced lighting and larger outdoor spaces provide larger, more appealing areas for visitors and residents to gather, increasing Old Town's viability as a food, retail, and entertainment destination.









The Business Improvement Grant Program was created in 2010 to help commercial property owners and businesses make high-quality improvements in Tomball. TEDC has approved more than \$3.6 million in matching grant funds for projects totaling nearly \$19 million. During the past 12 months, 61 businesses have received BIG assistance leading to more than \$1.2 million in capital investment.

ESTABLISHED 2011

Tomball Business & Technology Park was established in 2011 when TEDC purchased 99.5 acres, with the first project commencing in 2015.

AUGUST 2016

In 2016 GE Betz, Inc. purchased 5.5 acres to develop a 42,718 square foot state-of-the-art research and development facility that has since been sold to Veolia Water.

NOVEMBER 2018

In 2018 Dkota Investments, Inc. (Bimbo Bakeries) purchased 4 acres for a 20,402 square foot distribution facility.

IANUARY 2021

BUSINESS FACILITIES

RANKED

2021 CCI Collaborations (Paradigm Brewing Company) purchased 4.65 acres to develop a 10,500 square foot brewery.

99.5 TOTAL ACRES

90 MILLION PRIVATE CAPEX

815K TOTAL SQUARE FEET

718+ JOBS CREATED

JULY 2022

In 2022 West Woodland Business Park, LLC purchased 2.36 acres to develop a 27,375 square foot spec office warehouse space.

JULY 2015

In 2015 Packers Plus Energy Services (USA), Inc. purchased 17.36 acres to develop a 50,000 square foot US headquarters facility that has since been sold to ThisCar.

MAY 2018

In 2018 Nickson Industrial, Ltd. initially purchased 6.1 acres to develop a spec building and has since purchased an additional 12.45 acres and developed a total of 181,246 square feet of spec building space.

DECEMBER 2018

In 2018 Hoelscher Properties (Hoelscher Weatherstrip) purchased 16.78 acres to develop a 194,195 square foot headquarter distribution facility.

DECEMBER 2021

In 2021 KTB Properties, LLC (Techsico) purchased 2.52 acres to develop a 16,100 square foot corporate headquarters facility.

MARCH 2022

RANKED

In 2022 Ralco Houston, Ltd. (Billiard Factory) purchased 4.70 acres to develop a 69,720 square foot corporate headquarters facility.

MAY 2023

In 2023 Chrismas Interests, LLC (Metal Zinc Manufacturing & Walsh Albert) purchased 17.67 acres to develop an approximately 200,000 foot office square warehouse corporate headquarters facility.

TOMBALL BUSINESS & TECHNOLOGY PARK

2023 marked a milestone year for TEDC-owned Tomball Business & available lot in the Park was sold. Tomball Business & Technology Park has experienced tremendous growth ever since.

The 99.5-acre Park, a top 10 industrial to Business Facilities, is responsible for more than \$90 million in capital investment and the creation of more than 700 jobs. Nearly 815,000 square feet of development is spread diverse collection of domestic and international businesses.

The success of the Tomball Business & Technology Park has spurred industrial, commercial, and residential development in and around Tomball.

OLD TOWN FACADE IMPROVEMENT GRANTS

The Old Town Facade Improvement Grant Program launched in 2020 to promote the renovation, rehabilitation, restoration, and enhancement of facades in Old Town Tomball.





\$1,236,052.96 SINCE 2020 \$369.877.04 SINCE 2020

TEDC's strategic objective to encourage quality investment in Old Town Tomball has manifested via a successful Old Town Facade Improvement Grant (FIG) Program. Ten FIG projects have commenced since the program was initiated, generating more than \$1.2 million in capital investment in Tomball's cultural hub. TEDC has approved nearly \$370,000 in matching grant funds since 2020, including more than \$47,000 in 2023-24 alone to implement façade improvement projects in Old Town Tomball.

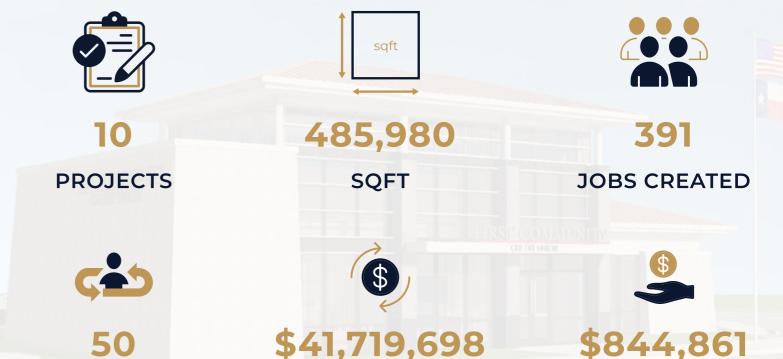




PROJECT GRANTS

2023-2024

ECONOMIC DEVELOPMENT BY THE NUMBERS



Since 2006, the TEDC has approved 134 project grants totaling more than \$15 million to deliver economic growth in Tomball.

50

JOBS RELOCATED

PROJECTS:

THE GARZA AGENCY T & R HARMON, LLC DBA CRAVING KERNELS FIRST COMMUNITY CREDIT UNION IC STAR SOLAR (USA), LLC

CAPITAL INVESTMENT

DELLA CASA PASTA LOMA HEALTH & WELLNESS. PLLC HEADQUARTERS TOO, LLC **BILLIARD FACTORY** WR TRANSFORMERS, INC. SYLVIA'S WOOD FIRE PIZZA. LLC

TEDC INVESTMENT

GROW TOMBALL

Grow Tomball, an initiative launched by the TEDC to promote local businesses, continued its momentum in 2023-2024. As part of the TEDC's robust business retention and expansion (BRE) efforts, Grow Tomball shares the unique stories of Tomball businesses through written content, video testimonials, and podcasts.

The TEDC was honored by the International Economic Development Council (IEDC) with a 2023 Gold Excellence Award in the Multimedia/Video Promotion division for its "Success Stories" campaign showcasing Tomball businesses. The award was announced at IEDC's Annual Conference in Dallas.

The videos and articles feature Kinsley Armelle, Veolia Water Technologies, and Tejas Chocolate + Barbecue, highlighting their unique stories and reasons for calling Tomball home. TEDC is continuing the Grow Tomball efforts by authoring new success stories every quarter and incorporating video storytelling with select features.

Success Stories began in 2020 as an effort to highlight local businesses finding unique ways to succeed during the Covid-19 pandemic. Video was introduced to the campaign in 2022.







THE IMPACT OF SOCIAL MEDIA

A goal outlined in the TEDC's 2023-2024 strategic work plan was to expand social media reach. Social media is one of the top ways to connect with constituents and stakeholders, therefore, an active and robust social media presence helps economic development efforts. At the direction of marketing partner Beefy Marketing, TEDC utilizes Facebook, X (formerly Twitter), Instagram and LinkedIn to amplify its message to reach new audiences.

Social media posts include infographics, photos, videos, statistics, links, tips, and testimonials to help drive traffic and increase engagement. Since May 2023, TEDC's social media channels have generated more than 274,245 impressions and 14,511 engagements. This represents a 99% increase from the twelve months prior.

The expanded awareness of the TEDC's efforts is leading to a more prominent message of economic success in Tomball. Social media helps us tell our story and we are doing that better than ever.

TEDC revamped its social media efforts in November 2022 leading to extensive increases in publishing, engagement, and followers.



2,316 0 +246.2%

24 Fans

Engagement

18,913 © +7846.6%

Impressions

257,073 • +2912.3%



474 • +7800.0%



The total engagement is

18,913 interactions

representing a variation of **+7846.6** % compared to **Oct. 20 2021 - Oct. 19 2022**



The total impressions are

257,073

representing a variation of **+2912.3** % compared to **Oct. 20 2021 - Oct. 19 2022**



The total audience is

2,316 fans / followers

representing a variation of **+246.2** % compared to **Oct. 20 2021 - Oct. 19 2022**

Social Media	New fans/followers	Engagement	Impressions
Tomball Economic Development	266	15K	179K
Tomball Economic Development	363	2.4K	58K
Tomball Economic Development	159	1.8K	20K
			111

PROJECTS & DEVELOPMENTS





Hufsmith-Kohrville Business Park, developed by Lone Star Development, is a 3.79-acre flex project that opened in March 2024. The 44,000 square-foot business park is designed to offer retail, warehouse, and office space. Retail will occupy 11,000 square feet with the remaining 33,000 square feet spread among 22 suites within three flex warehouse buildings.

Lone Star Development expects the project to create 135 new or relocated jobs and deliver more than \$7.4 million in capital investment. The company received a \$122,722 grant from the TEDC to assist with infrastructure costs.



Church Holdings, Inc.

Houston-based Church Holdings, Inc. is developing Tomball Commerce Center, a 6.93-acre project located near the intersection of Hufsmith-Kohrville Road and Spell Road. The commerce center, which is being constructed in four phases, will consist of six buildings totaling more than 86,000 square feet.

The project is responsible for \$10.1 million in capital investment and is expected to create approximately 135 new jobs. Church Holdings received a \$426,639 incentive from TEDC.



BCS Tomball Main, LLC

BCS Tomball Main, LLC is redeveloping property at the corner of Highway 249 and FM 2920 into a multi-use retail development. Phase I of the project, which covers 0.43-acres, has an estimated \$2 million capital investment and expects to create 38 jobs.

TEDC approved a \$123,094 grant to BCS Tomball Main to assist with infrastructure costs on Phase I. Salad and Go, occupying 783 square feet, will be located on the redeveloped site.



Headquarters TOO, LLC (The Field- Retail Center)

Headquarters TOO, LLC, owners and developers of The Field, shared office space in Tomball, developed an adjacent retail center to attract commercial tenants. The 1.7-acre project offers 15,500 square feet of space constructed along Graham Drive, near the heart of Tomball.

The project expects to generate 74 new jobs and is responsible for \$3.1 million in capital investment. A \$102,459 infrastructure grant was approved by the TEDC.

P-TECH PROGRAM LAUNCHED, RECOGNIZED

TEDC continues to evolve and initiate acclaimed workforce development programs that meet the growing needs of business and industry in Tomball. Completing its first year and already recognized with a Texas Economic Development Council Workforce Excellence Award, Tomball ISD's Pathways in Technology Early College High School (P-TECH) initiative focuses on developing skilled professionals to meet the high demand of healthcare related jobs.

Approved by the Texas Education Agency, the P-TECH program is a unique collaboration between industry partner HCA Houston Healthcare Tomball, Tomball ISD, and Lone Star College-Tomball. The TEDC worked closely with these partners to design and launch the program that is training its first class of 25 high school students and providing students immediate access to healthcare jobs upon graduation.











The Tomball Economic Development Corporation (TEDC) has been at the forefront of workforce innovation since 2018, emphasizing strategic community partnerships to bolster local economic growth. With a commitment to fostering a skilled workforce, this innovative P-TECH program represents a pioneering approach in Texas, being the first concentrating on healthcare as a vital sector. This program is a testament to TEDC's broader agenda to nurture talent and create direct pathways to employment, setting a statewide example of workforce development that is responsive to industry trends and community needs.

SUMMER YOUTH PROGRAM

A strategic initiative of the TEDC, the Summer Youth Employment Program aims to enhance career awareness and readiness among young adults in Tomball. Offering paid summer employment across various industries, the program provides hands-on experience and exposure to real-world work environments.

Businesses within the City of Tomball can receive up to \$4,000 in grant funds to hire two summer interns over a seven-week period. Significantly, within the first few weeks of launch, a dozen businesses applied for nineteen of the twenty available internship spots.

This innovative initiative is complemented by ongoing TEDC workforce programs, including Teacher Externship Programs that integrate industry strategies into the classroom. Additionally, partnerships such as the new Teen Space with Lone Star College-Tomball, the Youth Job Board on the TEDC Website, and Career Fairs serve to introduce Tomball students to a wide array of career opportunities.

























The Tomball EDC. educational institutions, local businesses. and community leaders, all play key roles in developing the talent pipeline. The TEDC invites you to scan the QR code to view the featured youth employment opportunities on our website as we work together to build and sustain a robust, well-trained, and highly skilled workforce.



TEDC BRINGS HOME THREE IEDC AWARDS

The TEDC earned a gold and two silver awards from International Economic Development Council's (IEDC) Excellence in Economic Development program. TEDC received a prestigious Gold Excellence Award in the Multimedia/Video Promotion division for its "Success Stories" campaign showcasing Tomball businesses. A pair of Silver Excellence Awards were presented to TEDC in the categories of Annual Report and General Purpose Print Promotion. The awards were announced in September at IEDC's Annual Conference in Dallas.











TEXAS EDC HONORS TOMBALL EDC ACCOMPLISHMENTS

The Tomball EDC was recognized for economic excellence by the Texas Economic Development Council in June for exceptional contribution to community workforce programs. The Workforce Excellence Award recognized Tomball Independent School District's P-TECH initiative focused on developing health professionals. Texas EDC also honored Tomball EDC as a recipient of its annual Economic Excellence Recognition at the 2024 Winter Conference in San Antonio. The Economic Excellence Recognition program acknowledges economic development organizations that meet a desired threshold of professionalism.



TORI, KARLA, TIFFANI + KELLY



KARLA + TIFFANI ACCEPT WORKFORCE AWARD

Over the years, the Tomball Economic Development Corporation (TEDC) has been distinguished with over 10 prestigious awards from the International Economic Development Council (IEDC) and has proudly received more than 20 accolades from the Texas Economic Development Council. These honors underscore the TEDC's unwavering commitment to excellence and their enduring success in driving impactful projects that stimulate economic growth and prosperity.

PARTNER WITH US

The TEDC is eager to help existing Tomball businesses expand and new businesses locate in Tomball. You can access information on available properties, resources, incentives, and more by scanning the QR codes below.

For additional assistance and to learn what the TEDC can do for your business, please contact the TEDC staff at 281-401-4086.

BUSINESS IMPROVEMENT GRANT

The Business Improvement Grant (BIG) is a grant program designed to help commercial property owners and businesses make high quality exterior improvements to buildings and property in Tomball.



OLD TOWN FAÇADE IMPROVEMENT GRANT

The Old Town Façade Improvement Grant (FIG) program promotes economic development by offering economic incentives for renovation, rehabilitation, restoration, and enhancement of facades and structures in Old Town Tomball.



AVAILABLE PROPERTIES

Utilize our property search tool to find the perfect home for your business. A wide range of sites and buildings, from retail to industrial, can be filtered and sorted to your desire. If you cannot find what you are looking for using the search tool, contact the TEDC staff for more property information.



INCENTIVES

Tomball offers competitive incentive programs for existing companies looking to expand and new businesses looking to locate in the city. The City of Tomball has an attractive tax abatement program and the TEDC provides performance-based cash incentives for job creation, targeted infrastructure, and other improvements. The State of Texas also has programs for new and existing businesses.



WORKFORCE

The TEDC has a strategic commitment to develop and maintain a talented workforce in Tomball. Working with business, education, and community partners, the TEDC provides opportunities to develop and attract premium talent to Tomball.



TOMBALL JOB SEARCH

The Tomball EDC, through a unique partnership with LinkedIn, offers job seekers an easy way to search for jobs in Tomball. Job seekers can search by experience level or by industry. Click on the links below to begin your search today.



E-NEWSLETTER

The TEDC keeps you updated on the latest happening around economic development in Tomball. Sign up for the TEDC's quarterly newsletter to learn about new projects, workforce development initiatives, and staff updates.



Regular Tomball EDC Agenda Item Data Sheet

Data Sneet		Meeting Date:	May 14, 2024
		Meeting Date	Way 14, 2024
Topic:			
Consideration and possible action by Tomb Corporation 2024-2025 Strategic Work Plan.	all EDC to appro-	ve the Tomball E	conomic Development
Background:			
Origination: Kelly Violette, Executive Dire	ector, Tomball Eco	nomic Developme	ent Corporation
Recommendation:			
Approval of the TEDC 2024-2025 Strategic V	Work Plan.		
Party(ies) responsible for placing this item	on agenda:	Kelly Violette	
FUNDING (IF APPLICABLE) Are funds specifically designated in the current by	udget for the full am	ount required for th	is purpose?
Yes: No:	If yes, specify A	Account Number: #	ŧ
If no, funds will be transferred from account #		To account #	
Signed	Approved by		
Staff Member-TEDC Date		Executive Director	r-TEDC Date



MISSION

To promote economic development in the City of Tomball through the attraction of new business and industry and the retention of existing businesses by providing the resources that enhance the general well-being of the community.

VISION

Tomball is the community of choice for businesses, residents, and visitors, offering a dynamic economy, strong labor force, and unmatched living and working environment.

The following Strategic Work Plan outlines the items from the 2020-2025 Strategic Plan that are to be accomplished in the final year: 2024-2025.

Tomball EDC 2020-2025 Goals:

- 1. BUSINESS RETENTION & EXPANSION (BRE)
- 2. ATTRACTION & RECRUITMENT
- 3. DEVELOPMENT/REDEVELOPMENT OF OLD TOWN
- 4. EDUCATION & WORKFORCE DEVELOPMENT





BUSINESS RETENTION & EXPANSION (BRE)

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

- 1. Conduct 9 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.** Provide resources/access to information to assist local businesses with demographic and market data using SizeUp.
- 6. Support "Made in Tomball" Initiatives.
- 7. Explore programming and financial incentives to help existing industries expand.

How will Goal #1 be measured in 2024-2025?

of Tomball businesses visited in 2024-2025: (Goal is 36)
of success stories produced and shared: (Goal is 6)
of podcasts highlighting local businesses: (Goal is 2)
of Tomball businesses that were identified and shared their success stories via video: (Goal is 2)
of business events that we produced for the benefit of existing business owners in 2024-2025: (Goal is 3
of Project Grants approved for business expansions in 2024-2025:
Did we expand our social media reach?



ATTRACTION AND RECRUITMENT

Recruit and secure new business/industry that are suitable for Tomball.

- 1. Continue developing and maintaining relationships with businesses, site selectors, brokers, and developers, and maintain an awareness of available real estate properties within the community.
- 2. Support infill and redevelopment opportunities to attract new private sector investment.
- **3.** Explore public financing tools including Tax Increment Reinvest Zones (TIRZ) to finance infrastructure improvements and encourage development/redevelopment projects.
- **4.** 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.
- 5. Create an Incentives Policy to guide the TEDC in evaluating economic incentives.
- **6.** Use targeted recruitment techniques to pinpoint potential companies within the TEDC's target industries in areas that are favorable for relocation or expansion.
- 7. Refresh website and online materials to maintain up-to-date information in a dynamic and user-friendly interface.
 - **a.** Update target industry information, make the incentives tab easier to find, and update data and demographics.

How will Goal #2 be measured in 2024-2025?

Did we explore public financing tools?

Did we provide training workshops?

Did we create an Incentives Policy?

Did we produce a one-page marketing summary for each target industry?

Did we create a database of target companies and contacts?

of Project Grants approved under Attraction in 2024-2025: _____



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.** 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.

How will Goal #3 be measured in 2024-2025?

Did we explore infrastructure opportunities in Old Town Tomball?
Did we support or provide targeted infrastructure improvements in Old Town?
of parking strategies we implemented:
Did we begin planning of the First Baptist Church site?
Did we promote or provide improvement grants and other property upgrade ideas in Old Town
Did we finalize the redevelopment plans for the South Live Oak Business Park?



EDUCATION AND 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 workforce 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 and other youth workforce programs.
- 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.** Maintain and update a job board for High School and College Students on the TEDC Website.
 - **c.** Research funding partners for Internship/Apprenticeship Program.
 - **d.** Grow the Summer Youth Employment Program.
 - e. Work with TISD in their Teacher Externship Program

How will Goal #4 be measured in 2024-2025?

Did we research grant funding opportunities for the P-TECH program and other youth workforce programs?

Did we in the creation of a youth workforce pathway program?

Did we support a job/career fair in the 2024-2025?

Did we maintain and update a youth job board on our TEDC website?

Did we grow the Summer Youth Employment Program?

Did we assist TISD in their Teacher Externship Program?

Regular Tomball EDC Agenda Item Data Sheet

		Meeting Date:	May 14, 2024
Topic:			
EXECUTIVE SESSION: The Tomball Economic Session as authorized by Title 5, Chapter 551, for the following purpose:	_	_	
 Section 551.072, - Deliberations regard lease, or value of real property. Section 551.087, - Deliberation regarding 		-	
Background:			
Origination: Kelly Violette, Executive Direct	tor, Tomball Eco	nomic Developme	nt Corporation
Recommendation:			
Party(ies) responsible for placing this item o	n agenda:	Kelly Violette	
FUNDING (IF APPLICABLE) Are funds specifically designated in the current buck Yes: No: If no, funds will be transferred from account #		ount required for the Account Number: # To account #	
Signed	Approved by		
Staff Member-TEDC Date	_	Executive Director	-TEDC Date

Regular Tomball EDC Agenda Item Data Sheet

Data Sileet		Meeting Date:	May 14, 2024
Topic:			
Reconvene into regular session and take action	n, if necessary, on	items discussed in	Executive Session.
Background:			
Origination: Kelly Violette, Executive Direc	tor		
Recommendation:			
Party(ies) responsible for placing this item of	on agenda:	Kelly Violette	
FUNDING (IF APPLICABLE)			
Are funds specifically designated in the current but	dget for the full am	ount required for thi	s purpose?
Yes: No:	If yes, specify A	Account Number: #	
If no, funds will be transferred from account #		To account #	
Signed	Approved by		
Staff Member-TEDC Date		Executive Director-	-TEDC Date