NOTICE OF REGULAR TOMBALL ECONOMIC DEVELOPMENT CORPORATION MEETING

TOMBALL
ECONOMIC DEVELOPMENT CORP.

Tuesday, November 10, 2026
5:30 PM

Notice is hereby given of a meeting of the Tomball Economic Development Corporation, to be held on Tuesday, November 10, 2026 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 DATE, NOVEMBER 10, 2026, 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: 847 2193 7071 Passcode: 249712.** 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

1. Tomball Legacy Square Project update on recent activities and developments

2. Tomball Economic Development Corporation recognized by International Economic Development Council.

3. Summer Youth Employment Program update

4. Reports by TEDC staff and members of board about items of community interest on which no action will be taken.

F. Reports by TEDC Staff:

G. Approval of Minutes

5. Regular Tomball EDC Meeting Minutes October 13, 2026

H. Old Business

I. New Business

6. Election of Board Officers: President, Vice President, Secretary, Treasurer

7. Consideration and possible action to appoint members to the Tomball Legacy Square Advisory Committee.

8. Consideration and possible action by Tomball EDC to approve, as a Project of the Corporation, an agreement with IC Star Solar (USA), LLC to make direct incentives to, or expenditures for, the creation or retention of primary jobs associated with the expansion of its corporate headquarters located at 19200 Hamish Rd, Tomball, Texas 77377. The estimated amount of expenditures for such Project is $161,200.00.

Public Hearing

9. Consideration and possible action by Tomball EDC to approve an amendment to the agreement with the Heart of Tomball Alliance for advertising, promotion, and event marketing for Old Town Tomball, a previously approved Project of the Corporation authorized under Section 505.158 of the Texas Local Government Code, to add an eligible event to be held within the Tomball city limits in place of an event previously held outside the city limits that was

ineligible for funding under the agreement. Total authorized expenditures shall remain unchanged at an amount not to exceed $53,147.00.

10. Discussion and possible action regarding the award of asbestos abatement services to TRT Environmental, LLC for Buildings A, B, D, and E at Tomball Legacy Square, located at 401 Oxford Street, in an amount not to exceed $65,122.00, and authorization for the Executive Director to negotiate and execute a contract consistent with the approved scope and amount, subject to review and approval by TEDC's attorney.

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

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

13. Approve the Tomball Economic Development Corporation (TEDC) FY 2026-2027 Strategic Work Plan – Annual Action Plan.

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

"A RESOLUTION OF THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION PROVIDING THE TIME AND PLACE OF THE REGULAR MEETINGS OF THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION IN THE CITY OF TOMBALL, TEXAS FOR THE YEAR 2027."

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.

Section 551.074, - To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, to wit: TEDC Staff.

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

J. Adjournment

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

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, City of Tomball, Texas, a place readily accessible to the general public at all times, on the 4TH day of NOVEMBER 2027 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) 290-1019 for further information.

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

Regular Tomball EDC
Agenda Item
Data Sheet

Meeting Date: November 10, 2026

Topic:

Tomball Legacy Square Project update on recent activities and developments

Background:

Origination: Kelly Violette, Executive Director

Recommendation:

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

FUNDING (IF APPLICABLE)
Are funds specifically designated in the current budget for the full amount required for this purpose?
Yes: _____ No: _____ If yes, specify Account Number: # _____
If no, funds will be transferred from account # _____ To account # _____

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

Regular Tomball EDC
Agenda Item
Data Sheet

Meeting Date: November 10, 2026

Topic:

Tomball Economic Development Corporation recognized by International Economic Development Council.

Background:

Tomball Economic Development Corporation recently received an award recognizing our programs and marketing efforts.

The International Economic Development Council (IEDC) has announced TEDC as a 2026 Excellence in Economic Development Gold Award recipient for both the 2024–2025 Annual Report and the Summer Youth Employment Program (SYEP). This marks the second consecutive year TEDC has received Gold Awards for both initiatives. TEDC staff attend the IEDC Annual Conference in New Orleans October 26-28 to accept the award.

Origination:

Recommendation:

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

FUNDING (IF APPLICABLE)

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

Yes: _____ No: _____ If yes, specify Account Number: #

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

Signed _____ Approved by _____

Staff Member-TEDC Date Executive Director-TEDC Date

Regular Tomball EDC
Agenda Item
Data Sheet

Meeting Date: November 10, 2026

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 budget for the full amount required for this purpose?
Yes: _____ No: _____ If yes, specify Account Number: # _____
If no, funds will be transferred from account # _____ To account # _____

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

Regular Tomball EDC
Agenda Item
Data Sheet

Meeting Date: November 10, 2026

Topic:

Reports by TEDC staff and members of board about items of community interest on which no action will be taken.

Background:

Origination:

Recommendation:

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

FUNDING (IF APPLICABLE)
Are funds specifically designated in the current budget for the full amount required for this purpose?
Yes: _____ No: _____ If yes, specify Account Number: #

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

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

Regular Tomball EDC
Agenda Item
Data Sheet

Meeting Date: November 10, 2026

Topic:

Regular Tomball EDC Meeting Minutes October 13, 2026

Background:

Origination: Kelly Violette, Executive Director

Recommendation:

Approval of the Minutes for the Meeting of October 13, 2026

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

FUNDING (IF APPLICABLE)
Are funds specifically designated in the current budget for the full amount required for this purpose?
Yes: _____ No: _____ If yes, specify Account Number: #_____
If no, funds will be transferred from account #_____ To account #_____

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

MINUTES OF REGULAR TOMBALL ECONOMIC DEVELOPMENT CORPORATION MEETING

TOMBALL
ECONOMIC DEVELOPMENT CORP.

Tuesday, October 13, 2026
5:30 PM

Notice is hereby given of a meeting of the Tomball Economic Development Corporation, to be held on Tuesday, October 13, 2026 at 5:30 PM, City Hall, 401 Market Street, Tomball, TX 77375, for the purpose of considering the following agenda items. All agenda items are subject to action. The Tomball Economic Development Corporation reserves the right to meet in a closed session for consultation with attorney on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION OF THE CITY OF TOMBALL, TEXAS, WILL CONDUCT THE MEETING SCHEDULED FOR SEPTEMBER 15, 2026, 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: 834 2165 9544 Passcode: 157630.** The public will be permitted to offer public comments telephonically, as provided by the agenda and as permitted by the presiding officer during the meeting.

A. Call to Order

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

PRESENT:
President Lisa Covington
Secretary Wayne Hall
Treasurer Latrell Shannon
Member Cody Miller
Member Becky Clepper
Member Angie Johnson

OTHERS PRESENT:
Kelly Violette, TEDC Staff
Tiffani Wooten, TEDC Staff
Amanda Gleason, TEDC Staff
John Kelley, TEDC Staff
Mayor Lori Klein Quinn
Paul Garcia, City Council
Shelley Michna, City Council
David Esquivel, City Manager

B. Invocation

Secretary Wayne Hall 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.]*

No public comments received.

E. Reports and Announcements

F. Reports by TEDC Staff:

Kelly Violette provided an overview of the following:

1. 2026 Fall Newsletter

2. 2026 Economic Outlook Luncheon Invite – October 22, 2026

3. Summer Youth Employment Program Update

4. Tomball Legacy Square Project update on recent activities and developments

5. Tomball EDC Board Vacancy – Applications are now open for an available seat. Deadline is Tuesday, November 10, 2026 at 5:00pm.

6. Reports by TEDC staff and members of board about items of community interest on which no action will be taken.

G. Approval of Minutes

7. Regular Tomball EDC Meeting of September 15, 2026

Motion made by Treasurer Shannon, Seconded by Member Miller to approve the minutes of the Regular Tomball EDC Meeting of September 15, 2026.

Voting Yea: Secretary Hall, Treasurer Shannon, Member Miller, Member Clepper, Member Johnson.

The motion carried unanimously.

H. New Business

8. Consideration and possible action by Tomball EDC to approve, as a Project of the Corporation, an agreement with IC Star Solar (USA), LLC to make direct incentives to, or expenditures for, the creation or retention of primary jobs associated with the expansion of its corporate headquarters located at 19200 Hamish Rd, Tomball, Texas 77377. The estimated amount of expenditures for such Project is $161,200.00.

Public Hearing

Item was moved to the November 10, 2026 agenda. No discussion was held.

9. Discuss requested funding for current and projected city projects over the next five years.

City Manager David Esquivel addressed the Board. No Board action was taken.

10. Consideration and possible action to approve a Request for Proposals (RFP) for Selective Demolition, Preservation and Site Restoration at Tomball Legacy Square.

Motion made by Member Johnson, Seconded by Member Clepper to approve a Request for Proposals (RFP) for Selective Demolition, Preservation and Site Restoration at Tomball Legacy Square.

Voting Yea: Secretary Hall, Treasurer Shannon, Member Miller, Member Clepper, Member Johnson.

The motion carried unanimously.

11. Tomball EDC to consider and discuss the proposed 2027 Board meeting calendar for future approval at the November 10, 2026 Tomball EDC Board meeting.

    Tiffani Wooten addressed the Board. No Board action was taken.

12. Discussion regarding the expiring terms and appointment process for the Tomball Legacy Square Advisory Committee.

    Kelly Violette addressed the Board. No Board action was taken.

13. Consideration and possible action regarding two vacancies on the First Baptist Church Redevelopment Committee.

    Motion made by Member Johnson, Seconded by Member Clepper to leave the First Baptist Church Redevelopment Committee at 3 members.

    Voting Yea: Secretary Hall, Treasurer Shannon, Member Miller, Member Clepper, Member Johnson.

    The motion carried unanimously.

14. Summer Youth Employment Program Update and Sustainability Discussion

    Motion made by Secretary Hall, Seconded by Member Johnson to keep the Summer Youth Employment Program Budget for Program Year 2027 at $260,000.00.

    Voting Yea: Secretary Hall, Treasurer Shannon, Member Miller, Member Clepper, Member Johnson.

    The motion carried unanimously.

15. Approve the Tomball Economic Development Corporation (TEDC) FY 2026-2027 Strategic Work Plan – Annual Action Plan.

    Kelly Violette addressed the Board. No Board action was taken.

16. EXECUTIVE SESSION: The Tomball Economic Development Corporation Board will meet in Executive Session as authorized by Title 5, Chapter 551,

Texas Government Code, The Texas Open Meetings Act, for the following purpose:

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

- Section 551.087, - Deliberation regarding Economic Development negotiations.

- Section 551.074, - To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, to wit: TEDC Staff.

The Tomball Economic Development Corporation Board of Directors recessed at 7:10 p.m.

17. 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 9:02 p.m.

G. Adjournment

Motion made by Member Cody, Seconded by Member Clepper to adjourn the meeting.

Voting Yea: Secretary Hall, Treasurer Shannon, Member Miller, Member Clepper, Member Johnson.

The motion carried unanimously. Meeting adjourned at 9:03 p.m.

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

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, City of Tomball, Texas, a place readily accessible to the general public at all times, on the 7th day of OCTOBER 2026 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) 290-1019 for further information.

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

PASSED AND APPROVED this the 10th day of November 2026.

President, Tomball EDC Board

Secretary, Tomball EDC Board

Special Tomball EDC
Agenda Item
Data Sheet

Meeting Date: November 10, 2026

Topic:

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

Background:

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

President – Lisa Covington
Vice President – Vacant
Secretary – Wayne Hall
Treasurer – Latrell Shannon

Origination: TEDC By-laws

Recommendation:

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

FUNDING (IF APPLICABLE)
Are funds specifically designated in the current budget for the full amount required for this purpose?
Yes: _____ No: _____ If yes, specify Account Number: # _____
If no, funds will be transferred from account # _____ To account # _____

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

President

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

Vice President

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

Secretary

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

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

Treasurer

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

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

Regular Tomball EDC
Agenda Item
Data Sheet

Meeting Date: November 10, 2026

Topic:

Consideration and possible action to appoint members to the Tomball Legacy Square Advisory Committee.

Background:

The Tomball Legacy Square Advisory Committee was created by the Tomball Economic Development Corporation (TEDC) Board of Directors on November 18, 2025, to provide stakeholder input and recommendations throughout the planning and development of the Tomball Legacy Square project.

The committee's initial appointments were established with staggered terms, with half of the members appointed to one-year terms and half appointed to two-year terms. The initial one-year terms will expire in November 2026. Members appointed or reappointed to these expiring positions will serve new two-year terms, expiring in November 2028.

Current Members Serving Initial One-Year Terms

Term	Name
1-Year	Kayla Thompson
1-Year	Belinda Abbott-Shaw
1-Year	Benjamin Sedberry
1-Year	Bryan Hutson
1-Year	Florine Ellis
1-Year	Patrick Howard

All current committee members serving one-year terms have indicated that they would like to be reappointed, with the exception of student member Kayla Thompson.

Additionally, Bill Hightower, who was appointed to an initial two-year term, has resigned, creating an additional vacancy that will need to be filled. In accordance with the Committee's operating guidelines, his replacement will serve the remainder of the unexpired term, ending in November 2027.

The Committee's operating guidelines provide for an open application process and allow members to seek reappointment at the conclusion of their terms. The TEDC Board is responsible for appointments and overseeing the rotation process to maintain continuity and institutional knowledge while encouraging community participation.

The TEDC advertised the open positions as well as contacted all prior applicants. To date, we have received a total of five applications. The applicant list is below:

Jerrod Clunn
John Reed

Jim Mohrfeld
Sara Skinner
Michael Dean Pierce (currently serving as an Alternate)

The Board will need to consider reappointing the current members who have expressed interest in continued service to new two-year terms and fill the position being vacated by Kayla Thompson and the unexpired term left by Bill Hightower's resignation.

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

Recommendation:

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

FUNDING (IF APPLICABLE)
Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: _____ No: X _____ 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

Tomball Legacy Square Advisory Committee

Operating Guidelines

PURPOSE

The Tomball Legacy Square Advisory Committee (TLSAC) is established to provide a representative voice of the community and to advise the Tomball Economic Development Corporation (TEDC) Board of Directors and the City Council on matters related to the redevelopment of the former First Baptist Church campus.

The committee's purpose is to ensure that community values, ideas, and feedback are incorporated into the planning and implementation of the Legacy Square redevelopment. TLSAC will offer insights on design, land use, activation, and long-term operations to help ensure the project reflects Tomball's character, heritage, and vision for the future.

COMMITTEE SIZE AND COMPOSITION

The TLSAC shall consist of 12 stakeholder members representing a balanced mix of community perspectives, including:

- Residents of the City of Tomball;
- Business owners within the City or immediate vicinity;
- Civic and nonprofit leaders;
- Subject-matter experts relevant to urban redevelopment, design, and community activation.

To ensure youth engagement and representation of future generations, two (2) of the twelve stakeholder members shall be youth members (aged 15–24).

In addition to the 12 stakeholder members, the committee shall include:
• Three (3) members of the TEDC Board of Directors; and
• One (1) member from the Tomball City Council.

This composition ensures a balanced representation of community, business, and governmental perspectives.

SELECTION PROCESS

Membership on the TLSAC shall be determined through an open application process with clear eligibility criteria. Applicants will be evaluated on the following considerations:

- Residency or business ownership within the Tomball area;
- Demonstrated community involvement or leadership;
- Diversity of background, expertise, and perspective;
- Commitment to public service and collaborative engagement.

All submitted applications will be reviewed by the TEDC Board, which will make final appointments to ensure fairness, transparency, and balanced representation.

MEETING FREQUENCY AND OPERATIONS

During the project's initial stages, TLSAC will meet bimonthly (every two months). Meetings will be held on the third Thursday of the month at 10:00 a.m. at the Tomball Economic Development Corporation office located at 29201 Quinn Road, Ste. A, Tomball, TX 77375.

As redevelopment activities accelerate, the committee may transition to monthly meetings, and later shift to quarterly meetings once long-term activation and oversight begin.

Committee Operations:

- The committee shall elect a Chair and Vice-Chair annually to preside over meetings.
- Meeting minutes shall be recorded, reviewed, and approved by the committee.
- Written quarterly reports summarizing committee activities, feedback, and recommendations shall be submitted to the TEDC Board.
- The TEDC Board shall conduct an annual review of the committee's performance, structure, and membership composition.
- The structure and schedule of meetings may be adjusted by mutual agreement of the committee and Board to balance engagement with workload as the project evolves.

All meetings shall be conducted in a professional and transparent manner, open to public observation, and in accordance with applicable Texas Open Meetings Act provisions.

TERMS OF SERVICE

To ensure continuity while allowing for the infusion of new ideas, committee members will serve staggered terms:

- Half of the members will serve one-year terms;
- Half will serve two-year terms.

At the conclusion of each term, members may seek reappointment. The TEDC Board shall oversee the rotation process to maintain consistency and institutional knowledge while encouraging ongoing community participation.

The TEDC Board of Directors, by majority vote, shall have the authority to remove any committee member, with or without cause, from their position whenever, in its discretion, the best interest of the City shall be served.

Any vacancy occurring on the committee shall be filled by the TEDC Board of Directors. The term of the new committee member shall commence immediately and shall continue until the expiration of the term for which the committee member was appointed to fill.

GENERAL OPERATING PRINCIPLES

- Members are expected to participate actively, attend meetings regularly, and act in the best interests of the community.
- A member who is absent for more than 25% of called meetings in any twelve consecutive months or absent from more than two consecutive meetings, for other than medical reasons, will be automatically removed from service.
- No member shall have a conflict of interest (business) and/or any appearance of impropriety where his/her position on the committee could result in a personal advantage or monetary benefit to accrue because of his/her position on the committee. A member with a conflict of interest shall file an affidavit with the Board Secretary, shall state the conflict of interest, and shall leave the meeting room during discussion and vote.
- Quorum for official business shall consist of a majority of the appointed members.
- Decisions will be made by consensus where possible; when votes are necessary, a majority of the quorum present shall decide.

SOCIAL MEDIA POLICY

The TEDC recognizes that many, if not most, committee members are active users of social media, including but not limited to, online platforms such as Facebook and Twitter, and other digital media such as blogs and personal websites. The TEDC understands that while social media can be a positive tool for supporting projects and encouraging community engagement, committee members need to be aware of the legal and ethical considerations that arise when they post, "message," or otherwise interact with others on social media platforms.

It is not the intent of this policy to interfere with or restrict a committee member's freedom of speech but to set standards for social media conduct. The goal is to promote transparency, protect the integrity of the committee's work, and ensure consistent and professional communication regarding the Tomball Legacy Square project.

Committee members shall comply with the following provisions:

- Committee members shall not post on social media or engage in online discussions as a substitute for deliberations at committee meetings. Committee members should be aware that social media activity can be perceived as a meeting if a sufficient number (a quorum) of committee members are involved on the site to influence or determine the course of action that will be taken by the committee, even if other people are posting to the site as well.
- Committee members have no authority to speak on behalf of the committee unless specifically designated to do so, and make it clear that they are speaking in their individual capacity.
- Committee members shall not create independent or unofficial social media accounts representing the Committee or the project.
- Committee members shall avoid sharing confidential, draft, or non-public information.
- Committee members shall uphold respectful and professional conduct when discussing committee matters or interacting with the public.
- All public information and updates will be disseminated by TEDC through TEDC's official channels.

TOMBALL
ECONOMIC DEVELOPMENT CORP.

Tomball Legacy Square Advisory Committee

APPLICATION FOR APPOINTMENT

Note: Your application will be copied for the TEDC Board of Directors and made available to the public

Name: _____

Home Address: _____

City/State/Zip: _____

Occupation: _____

Cell Phone: _____

Home Telephone: _____

E-mail:

Best way to communicate with you:

Are you a resident of Tomball ? ____ If yes, how long have you lived in Tomball:

Are you aware of any potential Conflicts of Interest you may have regarding this appointment? Yes No

If yes, please explain:

Previous Committee/Commission Experience:

Education/Experience: A resume may be attached containing this and any other information that would be helpful in evaluating your application.

Professional and/or community service activities:

Please explain your reasons for wishing to serve on this committee and how you feel that you may contribute:

Area of representation (please circle all that could apply):

☐ Downtown Business Owner ☐ Student ☐ Land Owner

☐ Downtown Resident Other:_____ ☐ At-Large Representation

By checking this box I hereby certify:

• That all information in this application is complete, truthful, and accurate to the best of my knowledge.

• If appointed, I understand it is my responsibility to notify the TEDC of changes that would affect my membership on the committee.

• I recognize that Committee membership requires my attendance at meetings and/or events. I am willing and able to make this commitment of time and effort to serve.

• I understand that the Public Information Act (PIA) allows for public review of this application.

• If appointed, I understand that I WILL be required to file a Conflict of Interest Statement

Signature of Applicant: _____

Date: _____

If you have any questions regarding the appointment procedure, please contact Kelly Violette at (281) 401-4086 or by email at kviolette@tomballtxedc.org.

Deliver or send completed form to:
Tomball Economic Development Corporation, 29201 Quinn Road, Ste. A
Tomball, TX 77375
Or email to: kviolette@tomballtxedc.org

Tomball Legacy Square Advisory Committee

Operating Guidelines

PURPOSE

The Tomball Legacy Square Advisory Committee (TLSAC) is established to provide a representative voice of the community and to advise the Tomball Economic Development Corporation (TEDC) Board of Directors and the City Council on matters related to the redevelopment of the former First Baptist Church campus.

The committee's purpose is to ensure that community values, ideas, and feedback are incorporated into the planning and implementation of the Legacy Square redevelopment. TLSAC will offer insights on design, land use, activation, and long-term operations to help ensure the project reflects Tomball's character, heritage, and vision for the future.

COMMITTEE SIZE AND COMPOSITION

The TLSAC shall consist of 12 stakeholder members representing a balanced mix of community perspectives, including:

- Residents of the City of Tomball;
- Business owners within the City or immediate vicinity;
- Civic and nonprofit leaders;
- Subject-matter experts relevant to urban redevelopment, design, and community activation.

To ensure youth engagement and representation of future generations, two (2) of the twelve stakeholder members shall be youth members (aged 15–24).

In addition to the 12 stakeholder members, the committee shall include:
• Three (3) members of the TEDC Board of Directors; and
• One (1) member from the Tomball City Council.

This composition ensures a balanced representation of community, business, and governmental perspectives.

SELECTION PROCESS

Membership on the TLSAC shall be determined through an open application process with clear eligibility criteria. Applicants will be evaluated on the following considerations:

- Residency or business ownership within the Tomball area;
- Demonstrated community involvement or leadership;
- Diversity of background, expertise, and perspective;
- Commitment to public service and collaborative engagement.

All submitted applications will be reviewed by the TEDC Board, which will make final appointments to ensure fairness, transparency, and balanced representation.

MEETING FREQUENCY AND OPERATIONS

During the project's initial stages, TLSAC will meet bimonthly (every two months). Meetings will be held on the third Thursday of the month at 10:00 a.m. at the Tomball Economic Development Corporation office located at 29201 Quinn Road, Ste. A, Tomball, TX 77375.

As redevelopment activities accelerate, the committee may transition to monthly meetings, and later shift to quarterly meetings once long-term activation and oversight begin.

Committee Operations:

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TERMS OF SERVICE

To ensure continuity while allowing for the infusion of new ideas, committee members will serve staggered terms:

- Half of the members will serve one-year terms;
- Half will serve two-year terms.

At the conclusion of each term, members may seek reappointment. The TEDC Board shall oversee the rotation process to maintain consistency and institutional knowledge while encouraging ongoing community participation.

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Any vacancy occurring on the committee shall be filled by the TEDC Board of Directors. The term of the new committee member shall commence immediately and shall continue until the expiration of the term for which the committee member was appointed to fill.

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- A member who is absent for more than 25% of called meetings in any twelve consecutive months or absent from more than two consecutive meetings, for other than medical reasons, will be automatically removed from service.
- No member shall have a conflict of interest (business) and/or any appearance of impropriety where his/her position on the committee could result in a personal advantage or monetary benefit to accrue because of his/her position on the committee. A member with a conflict of interest shall file an affidavit with the Board Secretary, shall state the conflict of interest, and shall leave the meeting room during discussion and vote.
- Quorum for official business shall consist of a majority of the appointed members.
- Decisions will be made by consensus where possible; when votes are necessary, a majority of the quorum present shall decide.

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TOMBALL ECONOMIC DEVELOPMENT CORPORATION

Conflict of Interest Disclosure Form

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Committee Member Information:

Name:	
Committee:	Tomball Legacy Square Advisory Committee
Date:	

Disclosure Questions:

1. Financial Interests:

Do you, your immediate family, or your business associates have any financial interest in any entity that may benefit from a project, contract, or decision made by the Tomball EDC or the Tomball Legacy Square Advisory Committee?

☐ Yes ☐ No

If yes, please describe:

_____

_____

2. Outside Employment or Relationships:

Do you or your immediate family have any employment, consultancy, or volunteer relationship that could represent a conflict with your responsibilities as a member of the Tomball Legacy Square Advisory Committee?

☐ Yes ☐ No

If yes, please describe:

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3. Gifts or Benefits:

Have you received or been offered any gift, favor, or benefit from any person, company, or organization that could influence your judgment in your role with the Tomball EDC or Tomball Legacy Square Advisory Committee?

☐ Yes ☐ No

If yes, please describe:

_____

_____

4. Other Potential Conflicts:

Are there any other circumstances, relationships, or interests that could create—or appear to create—a conflict of interest with your duties for the Tomball Legacy Square Advisory Committee?

☐ Yes ☐ No

If yes, please describe:

_____

_____

Acknowledgment and Certification:

By signing below, I certify that the information provided above is true and complete to the best of my knowledge. I understand that I am required to promptly disclose any changes to the information provided in this form.

I also acknowledge that, should a potential conflict arise, I will disclose it to the Tomball EDC Executive Director and/or the Chair of the Tomball Legacy Square Advisory Committee and will recuse myself from related discussions or decisions as appropriate.

Signature: _____

Date: _____

TOMBALL
ECONOMIC DEVELOPMENT CORP.

Tomball Legacy Square Advisory Committee

APPLICATION FOR APPOINTMENT

Note: Your application will be copied for the TEDC Board of Directors and made available to the public

Name: Sarah Skinner

Home Address: 22410 Willow Creek Bridge Ln

City/State/Zip: Tomball, TX 77375

Occupation: Student

Cell Phone: 832-422-0873

Home Telephone: N/A

E-mail: sarahskinnerusa@gmail.com

Best way to communicate with you: e-mail

Are you a resident of Tomball ? Yes If yes, how long have you lived in Tomball: 13 yrs

Are you aware of any potential Conflicts of Interest you may have regarding this appointment? Yes ☐ No ☑

If yes, please explain:

Previous Committee/Commission Experience:

National Charity League (NCL): Class Culture, Ticktocker Council, Vice President of Philanthropy, and Vice President of Communications

Girl Scouts of San Jacinto Council: National Council Delegate, Girl Scouts of the USA

Student Council: Secretary

Mu Alpha Theta: Vice President

Congressional Art Competition - Third Place Winner for my photograph, I'm Next

Education/Experience: A resume may be attached containing this and any other information that would be helpful in evaluating your application.

Junior, Class Rank: 8

Weighted GPA: 5.2

Underwighted GPA: 4.0

Professional and/or community service activities:

Tomball Community Emergency Repsonse Team (CERT) - Member
Heat of Tomball Republican Women - Young Affiliate Member
Tidy Up Tomball - Community Volunteer
Lone Star College Leadership High School - Selected Partcipant
Houston Police Department Youth Police Advisory Council - Third-Year Member
U.S Chamber of Commerce - Invited Youth Participant in Tomball Roundtable Discussion
Young Americans for Freedom - Leadership Council Member
Congressional Campaign - Youth Intern, John Bonck for Congress, TX District 38
Military Order of World Wars - Selected Youth Leadership Conference Participant
Hugh O'Brian Youth Leadership (HOBY) - Ambassador
Ainsleys' Angels - 125 miles run/pushed; including the Marine Coprs Marahton in Washington, D.C.
National Charity League (NCL) - 544 volunteer hours

Please explain your reasons for wishing to serve on this committee and how you feel that you may contribute:

As a proud resident of Tomball, I welcome the opportunity to serve on the Tomball Legacy Advisory Committee and contribute a youth perspective to the future of our community. Through my involvement with Tomball CERT, Leadership North Houston, the Houston Police Department Youth Advisory Council, and numerous service organizations, I have learned the importance of listening, collaborating, and taking an active role in the community. I recently had the opportunity to participate a U.S. Chamber of Commerce roundtable in Tomball, where I met national business leaders and gained a greater appreciation for the relationship between local business, ecenomic development, and strong communities. Community service has also shaped my perspective. In assisting families experiencing food insecurity, volunteering with individuals with disabilities, or participaing in community improvement projects, I have learned that meaningful change begins with people who are willing to serve. I am particulary interested in the Tomball Legacy Square Advisory Committe and the opportunity to help create a welcoming destination that celebrates Tomball's history, supports local business, and brings generations together. I would be honored to represent the next generation of Tomball residents and contribute my ideas, energy, and commitment to a community that has given me so many opportunities.

Area of representation (please circle all that could apply):

☐ Downtown Business Owner ☐ Student ☐ Land Owner

☐ Downtown Resident ☑ Other: Youth member ☐ At-Large Representation

By checking this box ☑ I hereby certify:

- That all information in this application is complete, truthful, and accurate to the best of my knowledge.
- If appointed, I understand it is my responsibility to notify the TEDC of changes that would affect my membership on the committee.
- I recognize that Committee membership requires my attendance at meetings and/or events. I am willing and able to make this commitment of time and effort to serve.
- I understand that the Public Information Act (PIA) allows for public review of this application.
- If appointed, I understand that I WILL be required to file a Conflict of Interest Statement

Signature of Applicant: Sarah Skinner

Date: 10/23/2026

If you have any questions regarding the appointment procedure, please contact Kelly Violette at (281) 401-4086 or by email at kviolette@tomballtxedc.org.

Deliver or send completed form to:
Tomball Economic Development Corporation, 29201 Quinn Road, Ste. A
Tomball, TX 77375
Or email to: kviolette@tomballtxedc.org

October 2025

Tomball Legacy Square Advisory Committee
Operating Guidelines

PURPOSE

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Purpose:

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Committee Member Information:

Name:	Sarah Skinner
Committee:	Tomball Legacy Square Advisory Committee
Date:	10/23/2026

Disclosure Questions:

1. Financial Interests:

Do you, your immediate family, or your business associates have any financial interest in any entity that may benefit from a project, contract, or decision made by the Tomball EDC or the Tomball Legacy Square Advisory Committee?

☐ Yes ☑ No

If yes, please describe:

_____

_____

2. Outside Employment or Relationships:

Do you or your immediate family have any employment, consultancy, or volunteer relationship that could represent a conflict with your responsibilities as a member of the Tomball Legacy Square Advisory Committee?

☐ Yes ☑ No

If yes, please describe:

_____

_____

3. Gifts or Benefits:

Have you received or been offered any gift, favor, or benefit from any person, company, or organization that could influence your judgment in your role with the Tomball EDC or Tomball Legacy Square Advisory Committee?

☐ Yes ☑ No

If yes, please describe:

_____

_____

4. Other Potential Conflicts:

Are there any other circumstances, relationships, or interests that could create—or appear to create—a conflict of interest with your duties for the Tomball Legacy Square Advisory Committee?

☐ Yes ☑ No

If yes, please describe:

_____

_____

Acknowledgment and Certification:

By signing below, I certify that the information provided above is true and complete to the best of my knowledge. I understand that I am required to promptly disclose any changes to the information provided in this form.

I also acknowledge that, should a potential conflict arise, I will disclose it to the Tomball EDC Executive Director and/or the Chair of the Tomball Legacy Square Advisory Committee and will recuse myself from related discussions or decisions as appropriate.

Signature: Sarah Skinner

Date: 10/23/2026

TOMBALL
ECONOMIC DEVELOPMENT CORP.

Tomball Legacy Square Advisory Committee

APPLICATION FOR APPOINTMENT

Note: Your application will be copied for the TEDC Board of Directors and made available to the public

Name: James Mohrfeld

Home Address: 14406 Spring Mountain Drive

City/State/Zip: Tomball, TX 77377

Occupation: Business Owner - President/Engineer

Cell Phone: 713-256-4190

Home Telephone: _____

E-mail: jwmohrfeld@texasphd.com

Best way to communicate with you: Smoke signals - email or phone if you must

Are you a resident of Tomball ? Yes If yes, how long have you lived in Tomball: 10 years

Are you aware of any potential Conflicts of Interest you may have regarding this appointment? Yes ☐ No ☑

If yes, please explain:

Previous Committee/Commission Experience:

Member of Tomball Business Roundtable

Education/Experience: A resume may be attached containing this and any other information that would be helpful in evaluating your application.

Machinist/Tool Die Maker Burlington, Iowa 1960-1964.
US Air Force - flight line machinist in Texas and Okinawa 1964-1967.
BS Mechanical Engineering from Iowa State University in 1970.
MBA from The University of New Hampshire in 1972.
PhD from The University of Texas in 1976.
Tenneco Corporation - Corporate planning and manager of Tenneco Norway 1976-1981.
Self employed - Engineering and Manufacturing Business in Houston/Tomball 1982-2026.

Professional and/or community service activities:

Hospital Ministry for 5 years.
Extensive church involvement wherever I lived around the world.

Please explain your reasons for wishing to serve on this committee and how you feel that you may contribute:

I have extensive engineering and business management experience over the past 40 years and have always felt the need to give back to the community in which I live. I have successfully moved my engineering and manufacturing company into a newly built facility in Tomball city limits in 2018 on Park Road. My company has taken of the challenge of embracing Artificial Intelligence and is getting it to work on a practical common sense level. We have no choice but to embrace this technology and figure out how to make it work for us in whatever endeavor is being pursued. Back in the mid 70's, during my PhD program at UT my interest and study was focused on finding what evolved into modern day AI. Back then we did not have the computing power or vision to see it. I tried to implement AI in my company 3 years ago and it fell flat - my employees did not have the vision. Then tried a year ago, it caught on and is now part of our daily activity. As a family, both my wife and I think Tomball is a cool place to live.
My business experience from startup through ongoing operation are quite similar to what is needed to make the Legacy Square project successful. Easy? No, but doable if well managed.

Area of representation (please circle all that could apply):

☐ Downtown Business Owner ☐ Student ☑ Land Owner

☐ Downtown Resident ☑ Other:_____ ☐ At-Large Representation

By checking this box ☑ I hereby certify:

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• I recognize that Committee membership requires my attendance at meetings and/or events. I am willing and able to make this commitment of time and effort to serve.

• I understand that the Public Information Act (PIA) allows for public review of this application.

• If appointed, I understand that I WILL be required to file a Conflict of Interest Statement

Signature of Applicant: JWM Digitally signed by James Mohrfeld Date: 2026.10.19 14:16:11 -05'00'

Date: 19 Oct 2026

If you have any questions regarding the appointment procedure, please contact Kelly Violette at (281) 401-4086 or by email at kviolette@tomballtxedc.org.

Deliver or send completed form to:
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Tomball Legacy Square Advisory Committee

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Committee Member Information:

Name:	James Mohrfeld
Committee:	Tomball Legacy Square Advisory Committee
Date:	19 Oct 2026

Disclosure Questions:

1. Financial Interests:

Do you, your immediate family, or your business associates have any financial interest in any entity that may benefit from a project, contract, or decision made by the Tomball EDC or the Tomball Legacy Square Advisory Committee?

☐ Yes ☑ No

If yes, please describe:

_____

_____

2. Outside Employment or Relationships:

Do you or your immediate family have any employment, consultancy, or volunteer relationship that could represent a conflict with your responsibilities as a member of the Tomball Legacy Square Advisory Committee?

☐ Yes ☑ No

If yes, please describe:

_____

_____

3. Gifts or Benefits:

Have you received or been offered any gift, favor, or benefit from any person, company, or organization that could influence your judgment in your role with the Tomball EDC or Tomball Legacy Square Advisory Committee?

☐ Yes ☑ No

If yes, please describe:

_____

_____

4. Other Potential Conflicts:

Are there any other circumstances, relationships, or interests that could create—or appear to create—a conflict of interest with your duties for the Tomball Legacy Square Advisory Committee?

☐ Yes ☑ No

If yes, please describe:

_____

_____

Acknowledgment and Certification:

By signing below, I certify that the information provided above is true and complete to the best of my knowledge. I understand that I am required to promptly disclose any changes to the information provided in this form.

I also acknowledge that, should a potential conflict arise, I will disclose it to the Tomball EDC Executive Director and/or the Chair of the Tomball Legacy Square Advisory Committee and will recuse myself from related discussions or decisions as appropriate.

Signature: _____ Digitally signed by James Mohrfeld Date: 2026.10.19 14:18:13 -05'00'

Date: _____

TOMBALL
ECONOMIC DEVELOPMENT CORP.

Tomball Legacy Square Advisory Committee

APPLICATION FOR APPOINTMENT

Note: Your application will be copied for the TEDC Board of Directors and made available to the public

Name: Michael Dean Pierce Jr.

Home Address: 13607 ARCOTT BEND

City/State/Zip: Tomball Tx 77377

Occupation: Buisness Owner Cloud Chief & Co.

Cell Phone: 832-474-4440

Home Telephone: 832 474-4440

E-mail: MichaelDeanPierceJr@Gmail.com

Best way to communicate with you: TEXT

Are you a resident of Tomball ? X If yes, how long have you lived in Tomball: 26 years

Are you aware of any potential Conflicts of Interest you may have regarding this appointment? Yes ☐ No ☒

If yes, please explain:

Please Consider me for this position. I think it is one of the most exciting projects & will be a great beacon to the Community & Also A useful Portal For Art & Culture

Previous Committee/Commission Experience:

I HAVE SERVED ON THE LEGACY SQUARE BOARD AS AN ALTERNATE FOR 1 YEAR

Education/Experience: A resume may be attached containing this and any other information that would be helpful in evaluating your application.

OKLAHOMA City Community College
20 years Customer Service & Business Owner & operator
I Ran Several Local Business - Cloud chief & CO
The Tomball Art MARKET & The Little Honky Tonk music Venue
as well as A Full Time Job in the Oil & Gas industry as Owner & operator

Professional and/or community service activities:

I Ran The Tomball Art & Craft MARKET For 3 years
I plan local events, Music, Treasure hunts as well as
help promote Local Business with my 3rd. page
That has over 40,000 Followers As well As lifestyle
That promotes Tomball Facts -

Please explain your reasons for wishing to serve on this committee and how you feel that you may contribute:

I love this property & see the Value in it
For Downtown Tomball & Tomball in General.
I love the Vision of a Art & Culture Center
& I want to help make that happen

Tomball Needs this

Area of representation (please circle all that could apply):

- [x] Downtown Business Owner
- [ ] Student
- [x] Land Owner
- [x] Downtown Resident
- [ ] Other:_____
- [ ] At-Large Representation

By checking this box [x] I hereby certify:

- That all information in this application is complete, truthful, and accurate to the best of my knowledge.
- If appointed, I understand it is my responsibility to notify the TEDC of changes that would affect my membership on the committee.
- I recognize that Committee membership requires my attendance at meetings and/or events. I am willing and able to make this commitment of time and effort to serve.
- I understand that the Public Information Act (PIA) allows for public review of this application.
- If appointed, I understand that I WILL be required to file a Conflict of Interest Statement

Signature of Applicant: _____

Date: 10-29-24

If you have any questions regarding the appointment procedure, please contact Kelly Violette at (281) 401-4086 or by email at kviolette@tomballtxedc.org.

Deliver or send completed form to:
Tomball Economic Development Corporation, 29201 Quinn Road, Ste. A
Tomball, TX 77375
Or email to: kviolette@tomballtxedc.org

Tomball Legacy Square Advisory Committee
Operating Guidelines

PURPOSE

The Tomball Legacy Square Advisory Committee (TLSAC) is established to provide a representative voice of the community and to advise the Tomball Economic Development Corporation (TEDC) Board of Directors and the City Council on matters related to the redevelopment of the former First Baptist Church campus.

The committee's purpose is to ensure that community values, ideas, and feedback are incorporated into the planning and implementation of the Legacy Square redevelopment. TLSAC will offer insights on design, land use, activation, and long-term operations to help ensure the project reflects Tomball's character, heritage, and vision for the future.

COMMITTEE SIZE AND COMPOSITION

The TLSAC shall consist of 12 stakeholder members representing a balanced mix of community perspectives, including:

- Residents of the City of Tomball;
- Business owners within the City or immediate vicinity;
- Civic and nonprofit leaders;
- Subject-matter experts relevant to urban redevelopment, design, and community activation.

To ensure youth engagement and representation of future generations, two (2) of the twelve stakeholder members shall be youth members (aged 15–24).

In addition to the 12 stakeholder members, the committee shall include:
- Three (3) members of the TEDC Board of Directors; and
- One (1) member from the Tomball City Council.

This composition ensures a balanced representation of community, business, and governmental perspectives.

SELECTION PROCESS

Membership on the TLSAC shall be determined through an open application process with clear eligibility criteria. Applicants will be evaluated on the following considerations:

- Residency or business ownership within the Tomball area;
- Demonstrated community involvement or leadership;
- Diversity of background, expertise, and perspective;
- Commitment to public service and collaborative engagement.

All submitted applications will be reviewed by the TEDC Board, which will make final appointments to ensure fairness, transparency, and balanced representation.

MEETING FREQUENCY AND OPERATIONS

During the project's initial stages, TLSAC will meet bimonthly (every two months). Meetings will be held on the third Thursday of the month at 10:00 a.m. at the Tomball Economic Development Corporation office located at 29201 Quinn Road, Ste. A, Tomball, TX 77375.

As redevelopment activities accelerate, the committee may transition to monthly meetings, and later shift to quarterly meetings once long-term activation and oversight begin.

Committee Operations:

- The committee shall elect a Chair and Vice-Chair annually to preside over meetings.
- Meeting minutes shall be recorded, reviewed, and approved by the committee.
- Written quarterly reports summarizing committee activities, feedback, and recommendations shall be submitted to the TEDC Board.
- The TEDC Board shall conduct an annual review of the committee's performance, structure, and membership composition.
- The structure and schedule of meetings may be adjusted by mutual agreement of the committee and Board to balance engagement with workload as the project evolves.

All meetings shall be conducted in a professional and transparent manner, open to public observation, and in accordance with applicable Texas Open Meetings Act provisions.

TERMS OF SERVICE

To ensure continuity while allowing for the infusion of new ideas, committee members will serve staggered terms:

- Half of the members will serve one-year terms;
- Half will serve two-year terms.

At the conclusion of each term, members may seek reappointment. The TEDC Board shall oversee the rotation process to maintain consistency and institutional knowledge while encouraging ongoing community participation.

The TEDC Board of Directors, by majority vote, shall have the authority to remove any committee member, with or without cause, from their position whenever, in its discretion, the best interest of the City shall be served.

Any vacancy occurring on the committee shall be filled by the TEDC Board of Directors. The term of the new committee member shall commence immediately and shall continue until the expiration of the term for which the committee member was appointed to fill.

GENERAL OPERATING PRINCIPLES

- Members are expected to participate actively, attend meetings regularly, and act in the best interests of the community.
- A member who is absent for more than 25% of called meetings in any twelve consecutive months or absent from more than two consecutive meetings, for other than medical reasons, will be automatically removed from service.
- No member shall have a conflict of interest (business) and/or any appearance of impropriety where his/her position on the committee could result in a personal advantage or monetary benefit to accrue because of his/her position on the committee. A member with a conflict of interest shall file an affidavit with the Board Secretary, shall state the conflict of interest, and shall leave the meeting room during discussion and vote.
- Quorum for official business shall consist of a majority of the appointed members.
- Decisions will be made by consensus where possible; when votes are necessary, a majority of the quorum present shall decide.

SOCIAL MEDIA POLICY

The TEDC recognizes that many, if not most, committee members are active users of social media, including but not limited to, online platforms such as Facebook and Twitter, and other digital media such as blogs and personal websites. The TEDC understands that while social media can be a positive tool for supporting projects and encouraging community engagement, committee members need to be aware of the legal and ethical considerations that arise when they post, "message," or otherwise interact with others on social media platforms.

It is not the intent of this policy to interfere with or restrict a committee member's freedom of speech but to set standards for social media conduct. The goal is to promote transparency, protect the integrity of the committee's work, and ensure consistent and professional communication regarding the Tomball Legacy Square project.

Committee members shall comply with the following provisions:

- Committee members shall not post on social media or engage in online discussions as a substitute for deliberations at committee meetings. Committee members should be aware that social media activity can be perceived as a meeting if a sufficient number (a quorum) of committee members are involved on the site to influence or determine the course of action that will be taken by the committee, even if other people are posting to the site as well.
- Committee members have no authority to speak on behalf of the committee unless specifically designated to do so, and make it clear that they are speaking in their individual capacity.
- Committee members shall not create independent or unofficial social media accounts representing the Committee or the project.
- Committee members shall avoid sharing confidential, draft, or non-public information.
- Committee members shall uphold respectful and professional conduct when discussing committee matters or interacting with the public.
- All public information and updates will be disseminated by TEDC through TEDC's official channels.

TOMBALL ECONOMIC DEVELOPMENT CORPORATION

Conflict of Interest Disclosure Form

This Conflict of Interest Disclosure Form is specifically for members of the Tomball Legacy Square Advisory Committee. It is intended to ensure transparency, accountability, and ethical conduct in all advisory recommendations and decisions.

Purpose:

The purpose of this form is to ensure transparency and integrity in all decisions made by the Tomball Economic Development Corporation (TEDC) and its affiliated committees. Advisory committee members are expected to disclose any personal, professional, or financial interests that could influence—or appear to influence—their objectivity or decisions related to the Tomball Legacy Square project.

Committee Member Information:

Name: Michael Dean Price Jr	
Committee:	Tomball Legacy Square Advisory Committee
Date: 10.28.24	

Disclosure Questions:

1. Financial Interests:

Do you, your immediate family, or your business associates have any financial interest in any entity that may benefit from a project, contract, or decision made by the Tomball EDC or the Tomball Legacy Square Advisory Committee?

☒ Yes ☐ No

If yes, please describe:

I have A local Business That May benefit From more People coming to Tomball

2. Outside Employment or Relationships:

Do you or your immediate family have any employment, consultancy, or volunteer relationship that could represent a conflict with your responsibilities as a member of the Tomball Legacy Square Advisory Committee?

☐ Yes ☒ No

If yes, please describe:

_____

_____

3. Gifts or Benefits:

Have you received or been offered any gift, favor, or benefit from any person, company, or organization that could influence your judgment in your role with the Tomball EDC or Tomball Legacy Square Advisory Committee?

☐ Yes ☒ No

If yes, please describe:

_____

_____

4. Other Potential Conflicts:

Are there any other circumstances, relationships, or interests that could create—or appear to create—a conflict of interest with your duties for the Tomball Legacy Square Advisory Committee?

☐ Yes ☒ No

If yes, please describe:

_____

_____

Acknowledgment and Certification:

By signing below, I certify that the information provided above is true and complete to the best of my knowledge. I understand that I am required to promptly disclose any changes to the information provided in this form.

I also acknowledge that, should a potential conflict arise, I will disclose it to the Tomball EDC Executive Director and/or the Chair of the Tomball Legacy Square Advisory Committee and will recuse myself from related discussions or decisions as appropriate.

Signature: _____

Date: 10-28-24

TOMBALL
ECONOMIC DEVELOPMENT CORP.

Tomball Legacy Square Advisory Committee

APPLICATION FOR APPOINTMENT

Note: Your application will be copied for the TEDC Board of Directors and made available to the public

Name: Jerrod Clunn

Home Address: 1618 alpine drive

City/State/Zip: Tomball. Texas 77375

Occupation: Construction

Cell Phone: 281-904-2337

Home Telephone: _____

E-mail: jclunn@clunn.com

Best way to communicate with you: text/call

Are you a resident of Tomball ? X If yes, how long have you lived in Tomball: 6 years

Are you aware of any potential Conflicts of Interest you may have regarding this appointment? Yes ☐ No ☑

If yes, please explain:

Previous Committee/Commission Experience:

Houston Live stock show and Rode facilities service committee 16 years. Vice Chairman
US Vets - Houston Advisory board
HCA Pateint advisory board
Pine Trails architectural advisory board
American subcontrationg association new client board member
Executive Director for teh Greater Tomball Area Chamber of commerce.

Education/Experience: A resume may be attached containing this and any other information that would be helpful in evaluating your application.

Professional and/or community service activities:

Please explain your reasons for wishing to serve on this committee and how you feel that you may contribute:

I want to help Tomball grow and give back to our community. As the COO of a commercial construction company, I bring leadership experience and a strong network of contractors, architects, and developers. I'm eager to put those relationships and my experience to work supporting projects that benefit Tomball and its residents.

Area of representation (please circle all that could apply):

☐ Downtown Business Owner ☐ Student ☑ Land Owner

☐ Downtown Resident ☑ Other:_____ ☐ At-Large Representation

By checking this box ☑ I hereby certify:

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• If appointed, I understand it is my responsibility to notify the TEDC of changes that would affect my membership on the committee.

• I recognize that Committee membership requires my attendance at meetings and/or events. I am willing and able to make this commitment of time and effort to serve.

• I understand that the Public Information Act (PIA) allows for public review of this application.

• If appointed, I understand that I WILL be required to file a Conflict of Interest Statement

Signature of Applicant: Jerrod Clunn

Date: October 22, 2026

If you have any questions regarding the appointment procedure, please contact Kelly Violette at (281) 401-4086 or by email at kviolette@tomballtxedc.org.

Deliver or send completed form to:
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TOMBALL ECONOMIC DEVELOPMENT CORPORATION

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Committee Member Information:

Name:	Jerrod Clunn
Committee:	Tomball Legacy Square Advisory Committee
Date:	October 22, 2026

Disclosure Questions:

1. Financial Interests:

Do you, your immediate family, or your business associates have any financial interest in any entity that may benefit from a project, contract, or decision made by the Tomball EDC or the Tomball Legacy Square Advisory Committee?

☐ Yes ■ No

If yes, please describe:

_____

_____

2. Outside Employment or Relationships:

Do you or your immediate family have any employment, consultancy, or volunteer relationship that could represent a conflict with your responsibilities as a member of the Tomball Legacy Square Advisory Committee?

☐ Yes ■ No

If yes, please describe:

_____

_____

3. Gifts or Benefits:

Have you received or been offered any gift, favor, or benefit from any person, company, or organization that could influence your judgment in your role with the Tomball EDC or Tomball Legacy Square Advisory Committee?

☐ Yes ■ No

If yes, please describe:

_____

_____

4. Other Potential Conflicts:

Are there any other circumstances, relationships, or interests that could create—or appear to create—a conflict of interest with your duties for the Tomball Legacy Square Advisory Committee?

☐ Yes ■ No

If yes, please describe:

_____

_____

Acknowledgment and Certification:

By signing below, I certify that the information provided above is true and complete to the best of my knowledge. I understand that I am required to promptly disclose any changes to the information provided in this form.

I also acknowledge that, should a potential conflict arise, I will disclose it to the Tomball EDC Executive Director and/or the Chair of the Tomball Legacy Square Advisory Committee and will recuse myself from related discussions or decisions as appropriate.

Signature: Jerrod Clunn

Date: _____

Regular Tomball EDC
Agenda Item
Data Sheet

Meeting Date: November 10, 2026

Topic:

Consideration and possible action by Tomball EDC to approve, as a Project of the Corporation, an agreement with IC Star Solar (USA), LLC to make direct incentives to, or expenditures for, the creation or retention of primary jobs associated with the expansion of its corporate headquarters located at 19200 Hamish Rd, Tomball, Texas 77377. The estimated amount of expenditures for such Project is $161,200.00.

- Public Hearing

Background:

Imperial Star Solar (Cambodia) Co., Ltd. is a manufacturer of photovoltaic (PV) power generation products, including solar cells and modules. The company provides products and services to customers in the United States, Japan, India, Mexico, Brazil, and other international markets. Imperial Star Solar was established in Cambodia in February 2020 and opened its U.S. corporate headquarters, IC Star Solar (USA), LLC, in Tomball in 2024 at 19200 Hamish Road.

According to the attached request letter submitted by Esther Wilmot, Junior Legal Counsel, IC Star Solar is considering an expansion into an additional facility in Tomball. The proposed project would retain the company's existing workforce of 376 employees and create 124 new jobs over the next year.

The proposed expansion would occupy an approximately 266,000-square-foot office and warehouse facility located within the Lovett Industrial development. The additional space will support the company's expanding manufacturing, warehousing, logistics, and workforce needs. The lease term is 75 months and the estimated capital investment for the project is $20 million.

An economic impact analysis is included with the agreement and estimates that the project will generate a five-year net benefit of $752,317 to the Tomball community. Based on the creation of 124 new jobs, the proposed incentive is $161,200, calculated at $1,300 per new job created.

Origination: Esther Wilmot, Junior Legal Counsel, IC Star Solar (USA) LLC

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

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

FUNDING (IF APPLICABLE)

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

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

If no, funds will be transferred from account # _____ To account # _____

Signed _____ Approved by _____

Staff Member-TEDC Date Executive Director-TEDC Date

IC Star Solar (USA) LLC
19200 Hamish Road, Suite 100
Tomball, TX 77377

September 4, 2026

Tomball Economic Development Corporation
Board of Directors
Tomball, Texas

Subject: Primary Job Grant Request for IC Star Solar (USA) LLC

Dear Board of Directors,

On behalf of IC Star Solar (USA) LLC, we respectfully submit this request for consideration under the Primary Job Grant. As a growing solar manufacturer, IC Star Solar is making substantial investments in its workforce, facilities, and long-term presence within the community. The purpose of this request is to support the company's continued expansion, workforce development initiatives, and job creation efforts that will generate significant economic benefits for the City of Tomball.

IC Star Solar (USA) LLC, an affiliate of Imperial Star Solar, has proudly operated in Tomball for the past two years as a rapidly growing American solar manufacturing company dedicated to strengthening domestic clean energy production and supporting U.S. energy independence. Built on more than a decade of Tier 1 solar manufacturing experience, Imperial Solar combines proven industry expertise with a commitment to expanding advanced solar manufacturing in the United States.

Operating in Tomball, Texas, IC Star Solar has established itself as an important contributor to the domestic solar supply chain. The company currently operates with significant solar module manufacturing capacity and is actively expanding its operations through a major new buildout. Supported by a global network of manufacturing and supply chain professionals, IC Solar delivers high-quality, reliable solar products to customers across the United States.

IC Star Solar's mission is to empower excellence in American solar manufacturing through deep manufacturing and technology expertise, a reasonably designed supply chain focused on quality and control, and an unwavering commitment to customer service. The company's vision is to advance global access to sustainable and reliable clean energy solutions while creating long-term economic opportunities in the communities where it operates.

Solar manufacturing is a strategically important industry that strengthens American energy security, supports domestic supply chains, and creates high-quality manufacturing careers. By producing solar products in the United States, IC Star Solar contributes to the growth of American manufacturing while supporting the country's increasing demand for reliable energy infrastructure. Domestic production warrants less reliance on foreign supply chains, promotes supply chain resilience, and supports long-term investment in advanced manufacturing.

As one of the fastest-growing sectors of American manufacturing, the solar industry creates opportunities for skilled workers across production, maintenance, logistics, warehousing, and management functions. Communities that attract solar manufacturing facilities benefit from increased capital investment, workforce development opportunities, and sustained economic growth.

Since establishing operations in Tomball, IC Star Solar has demonstrated its commitment to the community through continued investment in employees, facilities, and local economic development. Today, the company employes approximately 226 direct employees and 150 staffing jobs, supporting hundreds of local families and contributing significantly to the regional economy.

As IC Star continues to expand its Texas operations through investments in manufacturing facilities and workforce development, the company remains committed to creating high-quality jobs, fostering economic growth, and supporting the advancement of a resilient solar industry. Every solar module produced reflects the skill, precision, and dedication of the American workforce helping the nation's clean energy future.

The company intends to continue prioritizing local recruitment and partnering with workforce development organizations to provide training, career advancement opportunities, and sustainable long-term employment for Tomball-area residents. IC Star Solar believes that investing in people is essential to supporting long-term business success and strengthening the local community.

IC Star Solar is now entering its next phase of growth through a significant expansion of its manufacturing operations. This expansion is designed to increase production capacity, support future customer demand, strengthen operational efficiency, and further establish Tomball as a key hub for domestic solar manufacturing.

The expansion project represents a substantial long-term investment in the Tomball community and is expected to support a workforce of approximately 500 employees, including the retention of 226 direct employees and 150 staffing positions. This expansion is expected to create up to 124 new jobs. To support this growth, IC Star Solar has secured an additional facility comprising approximately 266,000 square feet of industrial space, significantly expanding the company's operational footprint within the City of Tomball.

As demand for domestically manufactured solar products continues to increase, the company requires additional production, warehousing, logistics, and support space to accommodate expanded operations. The new facility will provide the infrastructure necessary to increase manufacturing output, improve workflow efficiencies, support inventory management, and create additional room for employee training and workforce growth.

By committing to a 75-month lease beginning at approximately $220,000 per month, with scheduled annual step-ups increases throughout the lease term, IC Star Solar is making a substantial commitment to the Tomball market. This investment reflects the company's confidence in the local community and its intention to establish a long-term presence that generates lasting economic value.

The expansion facility will serve as the foundation for the next stage of the company's growth. As production volume increases, the facility will support the retention of existing jobs while enabling the creation of new employment opportunities and providing capacity for future expansion. Without adequate

facilities to support growing demand, the company's ability to scale operations and meet customer demand would be significantly limited.

The Primary Job Grant will play an important role in supporting this growth and workforce expansion. Like many advanced manufacturing operations, labor costs represent a significant component of operating expenses. The grant will help offset a portion of the payroll-related costs associated with maintaining and expanding the workforce during this critical phase of growth.

By reducing payroll pressures, IC Star Solar will be able to reinvest additional resources directly into employee-focused initiatives, including competitive wages, comprehensive healthcare benefits, workforce training programs, employee retention efforts, and expanded overtime opportunities. These investments are particularly important as the company seeks to attract and retain a highly skilled manufacturing workforce in an increasingly competitive labor market.

The grant will also help strengthen workforce development initiatives that provide employees with opportunities for advancement, technical training, and long-term career growth. These programs create value not only for the company but also for the individuals and families who call Tomball home.

The benefits of IC Star Solar's expansion extend well beyond the company's operations. The creation of new jobs and retention of 226 direct employees and 150 staffing jobs will increase household incomes and generate additional local spending throughout the community. Employees contribute to the economy through expenditures on housing, dining, retail purchases, healthcare, transportation, and professional services. This spending creates a multiplier effect that benefits local businesses and supports additional economic activity throughout Tomball.

Furthermore, the company's 266,000 square foot facility lease creates direct economic benefits through increased commercial occupancy and continued industrial investment. As operations expand, IC Star Solar will generate additional demand for local contractors, equipment suppliers, transportation companies, maintenance providers, and other business partners. The facility's long-term occupancy reinforces the company's commitment to remaining and growing in Tomball.

The expansion project aligns closely with the economic development goals of the Tomball Economic Development Corporation. The project will bring additional capital investment into the community, create quality employment opportunities, strengthen advanced manufacturing within the region, and increase economic activity that supports local businesses and residents.

By supporting the continued growth of a high-technology manufacturing employer, the Primary Job Grant will help position Tomball as a destination for advanced manufacturing, clean energy production, workforce development, and industrial investment.

IC Star Solar views this project as a long-term partnership with the Tomball community. The company is committed to operating as a responsible corporate citizen, investing in its workforce, supporting local economic growth, and creating opportunities for future generations of employees.

This Primary Job Grant will enable the company to accelerate hiring, enhance employee benefits, strengthen workforce development initiatives, and support continued expansion within the community. In return, Tomball will benefit from quality job creation, increased local spending, expanded commercial

occupancy, and a growing manufacturing presence that contributes to the city's long-term economic vitality.

Together, this partnership will help ensure sustainable growth, shared prosperity, and continued investment in Tomball for years to come.

Sincerely,

Esther Wilmot

Esther Wilmot
Junior Legal Counsel
IC Star Solar (USA) LLC

Imperial Star Solar Phase II - Impact Report - Expansion Only

TOMBALL ECONOMIC DEVELOPMENT CORP.

Scenario 1 with Client Data

Project Type: Business Retention & Expansion
Industry: Manufacturing
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 disclaims any and all liability arising from or related to the use of this report or any errors or omissions it may contain.

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	376.0	124.0	500.0
Spin-off	0	0	0
Jobs Total	**376.0**	**124.0**	**500.0**
SALARIES			
Direct	$12.35B	$34,846,253	$12.39B
Spin-off	$0	$0	$0
Salaries Total	**$12.35B**	**$34,846,253**	**$12.39B**

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	$3,441,493	$1,051,411	$4,492,904
Harris County	$261,487	$788,287	$1,049,774
Tomball ISD	$1,269,450	$880,331	$2,149,781
Lone Star College	$126,599	$247,327	$373,926
Port of Houston	$7,047	$13,766	$20,813
Harris County ESD #8	$119,025	$232,532	$351,557
Harris County Hospital District	$224,068	$437,745	$661,813
Harris County Department of Education	$5,730	$11,195	$16,925
Harris County Flood Control	$59,310	$115,870	$175,181
	$5,514,209	**$3,778,464**	**$9,292,674**

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	124.0	0	**124.0**
Annual Salaries/Wages	$6,696,000	$0	**$6,696,000**
Salaries/Wages over 10 Years	$34,846,253	$0	**$34,846,253**
Taxable Sales/Purchases in City of Tomball	$15,374,110	$0	**$15,374,110**

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	3.7	0	**3.7**
New residents in City of Tomball	9.7	0	**9.7**
New residential properties constructed in City of Tomball	0.6	0	**0.6**
New students to attend local school district	1.9	0	**1.9**

Totals may not sum due to rounding

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

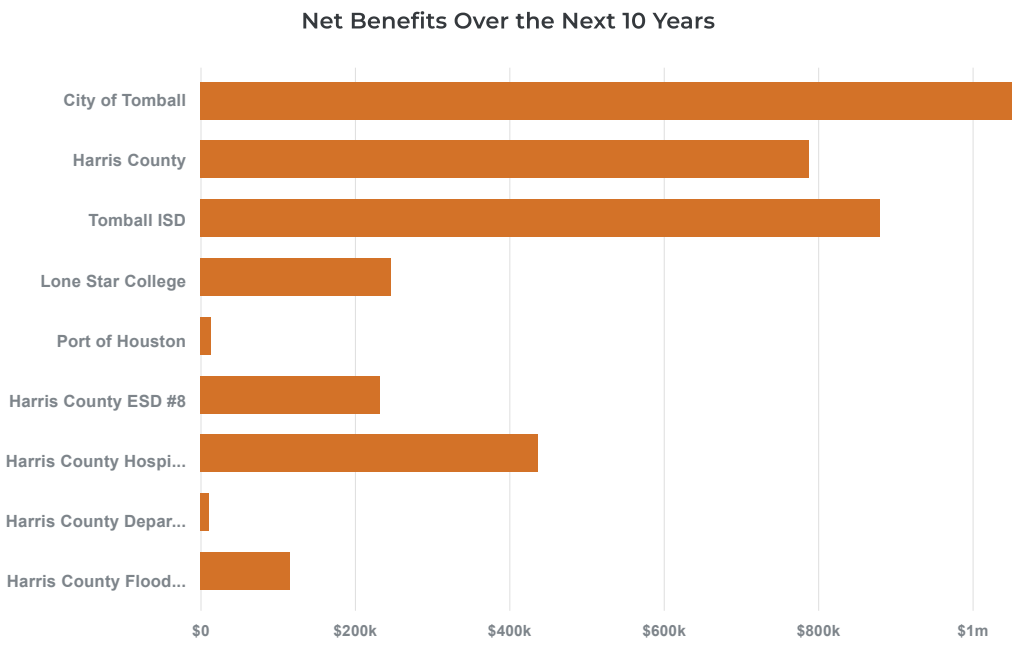
SUMMARY OF TAXABLE PROPERTY OVER THE FIRST 10 YEARS IN CITY OF TOMBALL							
YR.	NEW RESIDENTIAL PROPERTY	LAND	BUILDINGS...	FF&E	INVENTORIES	NON-RESIDENTIAL PROPERTY	TOTAL PROPERTY
1	$203,279	$0	$10,000,000	$20,000,000	$0	*$30,000,000*	**$30,203,279**
2	$207,345	$0	$10,200,000	$18,000,000	$0	*$28,200,000*	**$28,407,345**
3	$211,492	$0	$10,404,000	$16,000,000	$0	*$26,404,000*	**$26,615,492**
4	$215,722	$0	$10,612,080	$14,000,000	$0	*$24,612,080*	**$24,827,802**
5	$220,036	$0	$10,824,322	$12,000,000	$0	*$22,824,322*	**$23,044,358**
6	$224,437	$0	$11,040,808	$10,000,000	$0	*$21,040,808*	**$21,265,245**
7	$228,926	$0	$11,261,624	$8,000,000	$0	*$19,261,624*	**$19,490,550**
8	$233,504	$0	$11,486,857	$6,000,000	$0	*$17,486,857*	**$17,720,361**
9	$238,174	$0	$11,716,594	$4,000,000	$0	*$15,716,594*	**$15,954,768**
10	$242,938	$0	$11,950,926	$4,000,000	$0	*$15,950,926*	**$16,193,863**

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	$2,434,553	($1,383,142)	$1,051,411	$864,273
Harris County	$1,006,330	($218,044)	$788,287	$628,864
Tomball ISD	$2,374,253	($1,493,922)	$880,331	$700,391
Lone Star College	$247,327	$0	$247,327	$196,420
Port of Houston	$13,766	$0	$13,766	$10,933
Harris County ESD #8	$232,532	$0	$232,532	$184,670
Harris County Hospital District	$437,745	$0	$437,745	$347,645
Harris County Department of Education	$11,195	$0	$11,195	$8,891
Harris County Flood Control	$115,870	$0	$115,870	$92,021
Total	**$6,873,572**	**($3,095,108)**	**$3,778,464**	**$3,034,108**

*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.



Public Support Overview

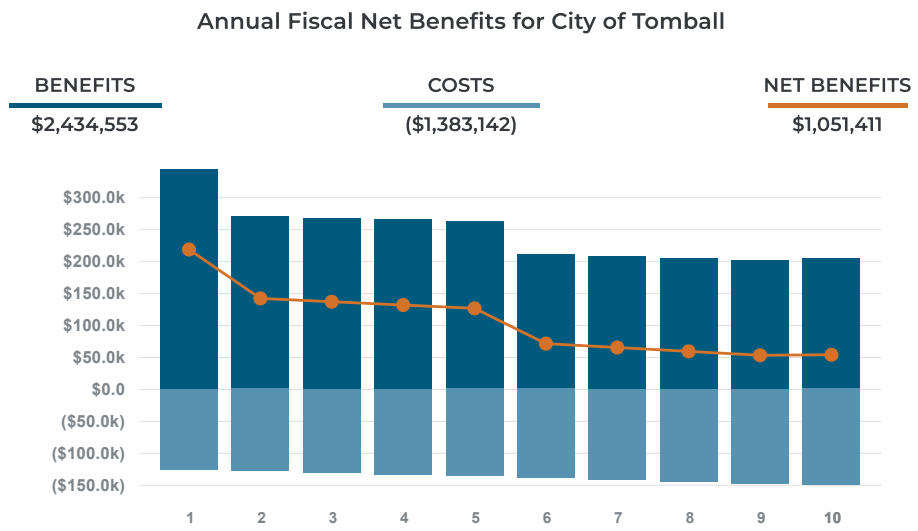
A summary of the total Public Support modeled in this analysis is shown below.

VALUE OF PUBLIC SUPPORT UNDER CONSIDERATION		
	NON-TAX INCENTIVE	TOTAL
City of Tomball	$161,200	$161,200
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
Harris County Flood Control	$0	$0
Total	**$161,200**	**$161,200**

City of Tomball Fiscal Impact

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.

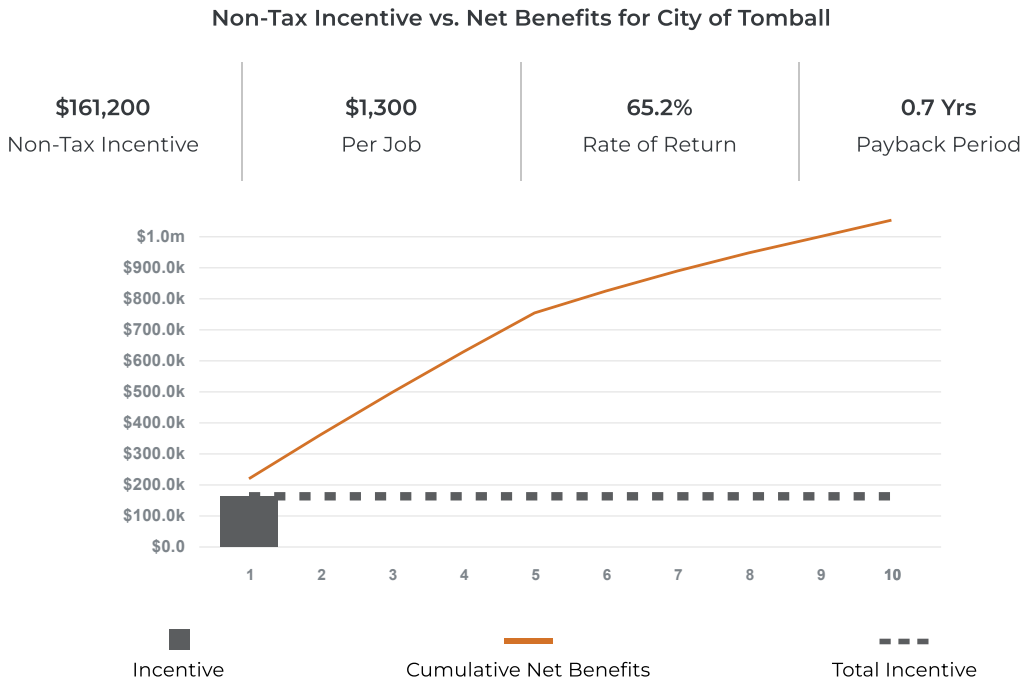
NET BENEFITS OVER 10 YEARS: CITY OF TOMBALL			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Sales Taxes	$298,771	$8,712	$307,482
Real Property Taxes	$373,320	$0	$373,320
FF&E Property Taxes	$381,853	$0	$381,853
Inventory Property Taxes	$0	$0	$0
New Residential Property Taxes	$0	$7,589	$7,589
Hotel Occupancy Taxes	$0	$0	$0
Building Permits and Fees	$0	$0	$0
Utility Revenue	$803,797	$59,104	$862,901
Utility Franchise Fees	$46,164	$3,381	$49,545
Miscellaneous Taxes and User Fees	$420,907	$30,957	$451,864
Benefits Subtotal	**$2,324,812**	**$109,742**	**$2,434,553**
COSTS	PROJECT	HOUSEHOLDS	TOTAL
Cost of Government Services	($403,256)	($29,572)	($432,828)
Cost of Utility Services	($885,263)	($65,051)	($950,314)
Costs Subtotal	**($1,288,519)**	**($94,623)**	**($1,383,142)**
Net Benefits	**$1,036,292**	**$15,119**	**$1,051,411**



City of Tomball Public Support

Non-Tax Incentives

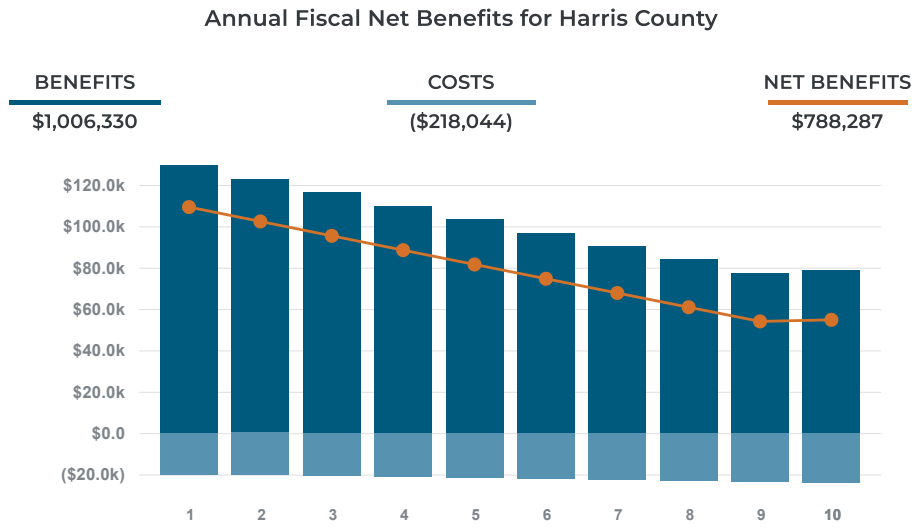
The graph below depicts the non-tax incentives modeled in this analysis versus the cumulative net benefits to City of Tomball. The intersection indicates the length of time until the incentives are paid back.



Harris County Fiscal Impact

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.

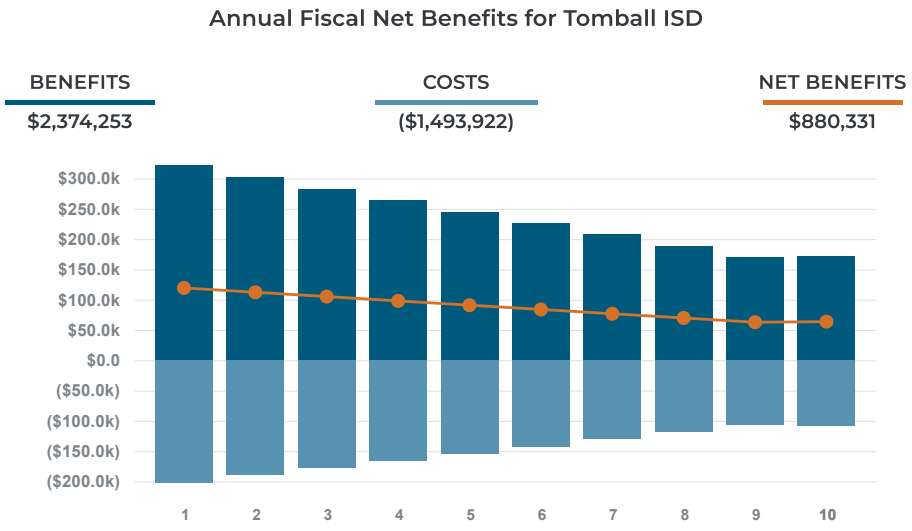
NET BENEFITS OVER 10 YEARS: HARRIS COUNTY			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	$417,141	$0	$417,141
FF&E Property Taxes	$426,675	$0	$426,675
Inventory Property Taxes	$0	$0	$0
New Residential Property Taxes	$0	$45,068	$45,068
Hotel Occupancy Taxes	$0	$0	$0
Miscellaneous Taxes and User Fees	$74,677	$42,770	$117,447
Benefits Subtotal	**$918,493**	**$87,837**	**$1,006,330**
COSTS	PROJECT	HOUSEHOLDS	TOTAL
Cost of Government Services	($138,492)	($79,551)	($218,044)
Costs Subtotal	**($138,492)**	**($79,551)**	**($218,044)**
Net Benefits	**$780,001**	**$8,286**	**$788,287**



Tomball ISD Fiscal Impact

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.

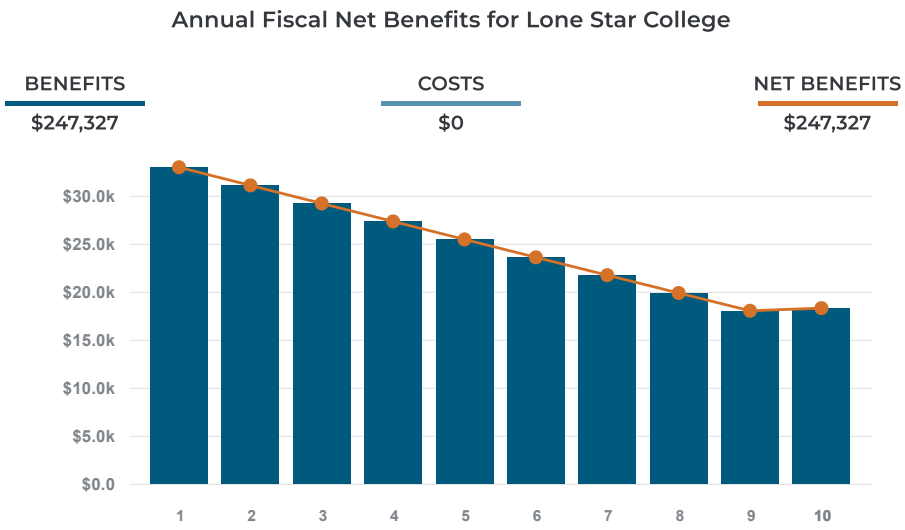
NET BENEFITS OVER 10 YEARS: TOMBALL ISD			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	$1,163,846	$0	$1,163,846
FF&E Property Taxes	$1,190,448	$0	$1,190,448
Inventory Property Taxes	$0	$0	$0
New Residential Property Taxes	$0	$3,593	$3,593
Addtl. State & Federal School Funding	$0	$16,367	$16,367
Benefits Subtotal	**$2,354,294**	**$19,959**	**$2,374,253**
COSTS	PROJECT	HOUSEHOLDS	TOTAL
Cost to Educate New Students	$0	($15,527)	($15,527)
Reduction in State School Funding	($1,476,142)	($2,253)	($1,478,395)
Costs Subtotal	**($1,476,142)**	**($17,780)**	**($1,493,922)**
Net Benefits	**$878,152**	**$2,179**	**$880,331**



Lone Star College Fiscal Impact

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 Project.

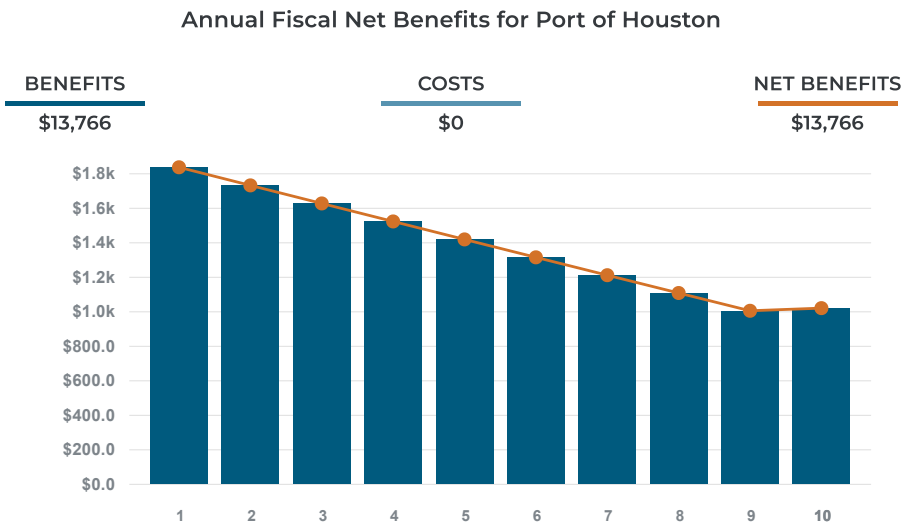
NET BENEFITS OVER 10 YEARS: LONE STAR COLLEGE			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	$116,067	$0	$116,067
FF&E Property Taxes	$118,720	$0	$118,720
Inventory Property Taxes	$0	$0	$0
New Residential Property Taxes	$0	$12,540	$12,540
Benefits Subtotal	**$234,787**	**$12,540**	**$247,327**
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	$0	$0	$0
Costs Subtotal	**$0**	**$0**	**$0**
Net Benefits	**$234,787**	**$12,540**	**$247,327**



Port of Houston Fiscal Impact

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.

NET BENEFITS OVER 10 YEARS: PORT OF HOUSTON			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	$6,460	$0	$6,460
FF&E Property Taxes	$6,608	$0	$6,608
Inventory Property Taxes	$0	$0	$0
New Residential Property Taxes	$0	$698	$698
Benefits Subtotal	**$13,068**	**$698**	**$13,766**
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	$0	$0	$0
Costs Subtotal	**$0**	**$0**	**$0**
Net Benefits	**$13,068**	**$698**	**$13,766**



Harris County ESD #8 Fiscal Impact

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 Project.

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY ESD #8			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	$109,124	$0	$109,124
FF&E Property Taxes	$111,618	$0	$111,618
Inventory Property Taxes	$0	$0	$0
New Residential Property Taxes	$0	$11,790	$11,790
Benefits Subtotal	**$220,742**	**$11,790**	**$232,532**
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	$0	$0	$0
Costs Subtotal	**$0**	**$0**	**$0**
Net Benefits	**$220,742**	**$11,790**	**$232,532**

Annual Fiscal Net Benefits for Harris County ESD #8

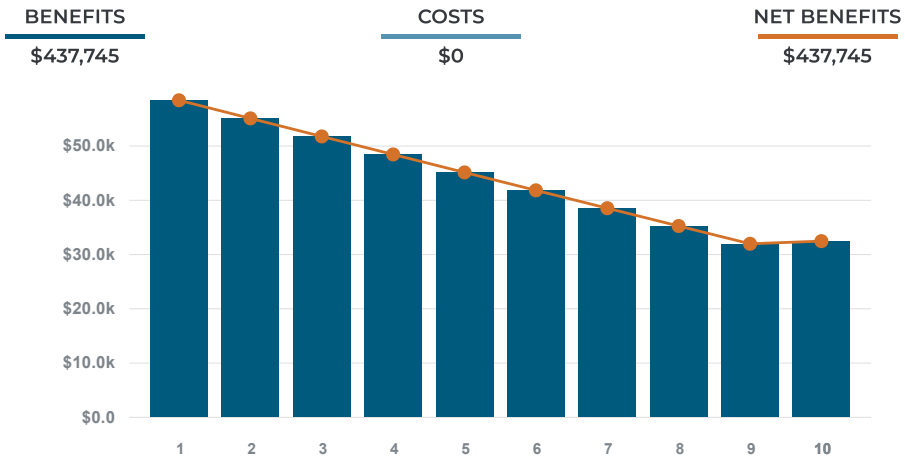


Harris County Hospital District Fiscal Impact

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

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY HOSPITAL DISTRICT			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	$205,428	$0	$205,428
FF&E Property Taxes	$210,123	$0	$210,123
Inventory Property Taxes	$0	$0	$0
New Residential Property Taxes	$0	$22,194	$22,194
Benefits Subtotal	**$415,551**	**$22,194**	**$437,745**
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	$0	$0	$0
Costs Subtotal	**$0**	**$0**	**$0**
Net Benefits	**$415,551**	**$22,194**	**$437,745**

Annual Fiscal Net Benefits for Harris County Hospital District

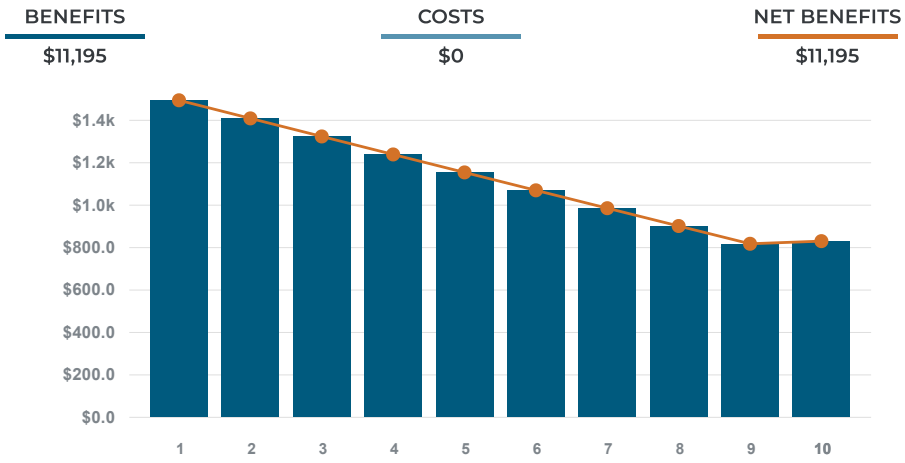


Harris County Department of Education Fiscal Impact

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

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY DEPARTMENT OF EDUCATION			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	$5,254	$0	$5,254
FF&E Property Taxes	$5,374	$0	$5,374
Inventory Property Taxes	$0	$0	$0
New Residential Property Taxes	$0	$568	$568
Benefits Subtotal	**$10,627**	**$568**	**$11,195**
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	$0	$0	$0
Costs Subtotal	**$0**	**$0**	**$0**
Net Benefits	**$10,627**	**$568**	**$11,195**

Annual Fiscal Net Benefits for Harris County Department of Education

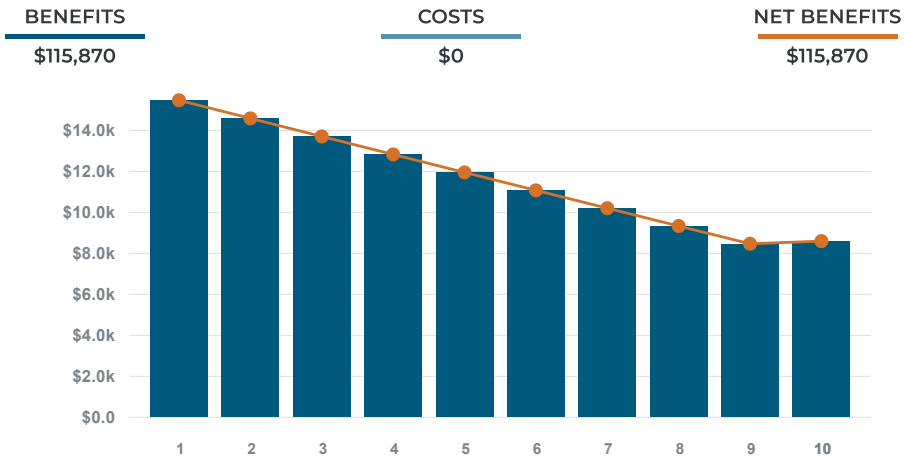


Harris County Flood Control Fiscal Impact

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

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY FLOOD CONTROL			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	$54,376	$0	$54,376
FF&E Property Taxes	$55,619	$0	$55,619
Inventory Property Taxes	$0	$0	$0
New Residential Property Taxes	$0	$5,875	$5,875
Benefits Subtotal	**$109,996**	**$5,875**	**$115,870**
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	$0	$0	$0
Costs Subtotal	**$0**	**$0**	**$0**
Net Benefits	**$109,996**	**$5,875**	**$115,870**

Annual Fiscal Net Benefits for Harris County Flood Control



Methodology

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:

		CITY OF TOMBALL
Employment Multiplier	(Type II Direct Effect)	1.0
Earnings Multiplier	(Type II Direct Effect)	1.0

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 basis.

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



Scenario 1 with Client Data

TOMBALL ECONOMIC DEVELOPMENT CORPORATION
ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT

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

RECITALS

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

WHEREAS, the Company currently operates its U.S. corporate headquarters in Tomball and proposes to expand its operations through an additional facility at the Site, and as part of the expansion, plans to make capital investments, including building improvements, fixed machinery and equipment, and tangible personal property (the "Improvements") in an amount of approximately Thirty Million Dollars ($30,000,000); and

WHEREAS, the Company proposes to create at least one hundred and twenty-four (124) new employment positions at the Site (the "New Jobs"), and to maintain three hundred seventy-six (376) existing employment positions at the Site (the "Retained Jobs") as provided herein, in conjunction with the expansion at the Site; and

WHEREAS, in consideration of the Company's expansion of its operations, creation and maintenance of the New Jobs, and maintenance of the Retained Jobs, the TEDC desires to provide a direct incentive to the Company in an amount not to exceed One Hundred Sixty-One Thousand Two Hundred Dollars ($161,200) (the "Incentive"), as more specifically described below, for the Company's performance of its obligations at the Site; and

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

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

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

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AGREEMENT

1. The Company covenants and agrees that it will occupy and operate the proposed business at the Site for a term of at least five (5) years after the Effective Date (the "Term"). During the Term, the Company shall maintain at least three hundred seventy-six (376) Retained Jobs at the Site and shall create and maintain at least one hundred twenty-four (124) New Jobs at the Site in accordance with the performance requirements set forth in this Agreement. The Company shall comply with all applicable ordinances and requirements of the City of Tomball.

2. The Company also covenants and agrees that it shall create the New Jobs within eighteen (18) months after the Effective Date and shall thereafter maintain the New Jobs and Retained Jobs in accordance with the performance requirements set forth in this Agreement. Extensions of the eighteen (18) month deadline, due to extenuating circumstances or uncontrollable delays, 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, the TEDC agrees to grant to the Company up to One Hundred Sixty-One Thousand Two Hundred Dollars ($161,200) as a performance incentive for the expansion of its business operation and the creation of up to one hundred twenty-four (124) New Jobs at the Site. The Incentive shall be calculated at One Thousand Three Hundred Dollars ($1,300) for each New Job created, up to a maximum of one hundred twenty-four (124) New Jobs.

   Within eighteen (18) months after the Effective Date, the Company may request payment of the Incentive in accordance with Section 5 of this Agreement.

   In the event the Company creates fewer than one hundred twenty-four (124) New Jobs within eighteen (18) months after the Effective Date, the amount of the Incentive shall be reduced on a pro rata basis to reflect the actual number of New Jobs created and verified at the time of the request for disbursement. In no event shall the Incentive exceed One Hundred Sixty-One Thousand Two Hundred Dollars ($161,200).

5. The TEDC agrees to distribute the Incentive to the Company within thirty (30) days of receipt and verification of a letter from the Company requesting payment and certifying the creation of the New Jobs and the maintenance of the Retained Jobs at the Site (the "Certification Letter"). The Certification Letter shall include: (a) proof that the Company has maintained at least three hundred seventy-six (376) Retained Jobs and has created the New Jobs at the Site, as evidenced by copies of Texas Workforce Commission Form C-3, Internal Revenue Service Form 941, or other documentation acceptable to the TEDC; and (b) a copy of the City's occupancy permit for the new facility at the Site.

6. It is understood and agreed by the Parties that, in the event of a default by the Company on any of its obligations under this Agreement, the Company shall reimburse the TEDC the full amount paid to the Company by the TEDC, with interest at the rate equal to the 90-day Treasury Bill plus one-half percent (1/2%) per annum, within 120 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

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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 120 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 the default accompanied by copies of all applicable invoices.

It is understood and agreed by the parties that, in the event of a default by the TEDC on any of its obligations under this Agreement, the Company's sole and exclusive remedy shall be limited to either: a) the termination of this Agreement; or, b) a suit for specific performance.

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

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

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

If to Company:
IC Star Solar (USA) LLC.
Attn: Isabella XU
19200 Hamish Road
Tomball, Texas 77377

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.

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.

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

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

In TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the parties on this ____ day of _____ 2026 (the "Effective Date")

IC Star Solar (USA), LLC

By: _____
Name: Isabella XU
Title: Global CEO, IC Star Solar (USA), LLC

ATTEST:

By: _____
Name: _____
Title: _____

TOMBALL ECONOMIC DEVELOPMENT CORPORATION

By: _____
Name: Lisa Covington
Title: President, Board of Directors

ATTEST:

By: _____
Name: Wayne Hall
Title: Secretary, Board of Directors

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the _____ day of _____ 2026, by Isabella XU, Global CEO, IC Star Solar (USA), LLC, for and on behalf of said company.

_____

Notary Public in and for the State of Texas

My Commission Expires: _____

(SEAL)

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the _____ day of _____ 2026, Lisa Covington, President of the Board of Directors of the Tomball Economic Development Corporation, for and on behalf of said Corporation.

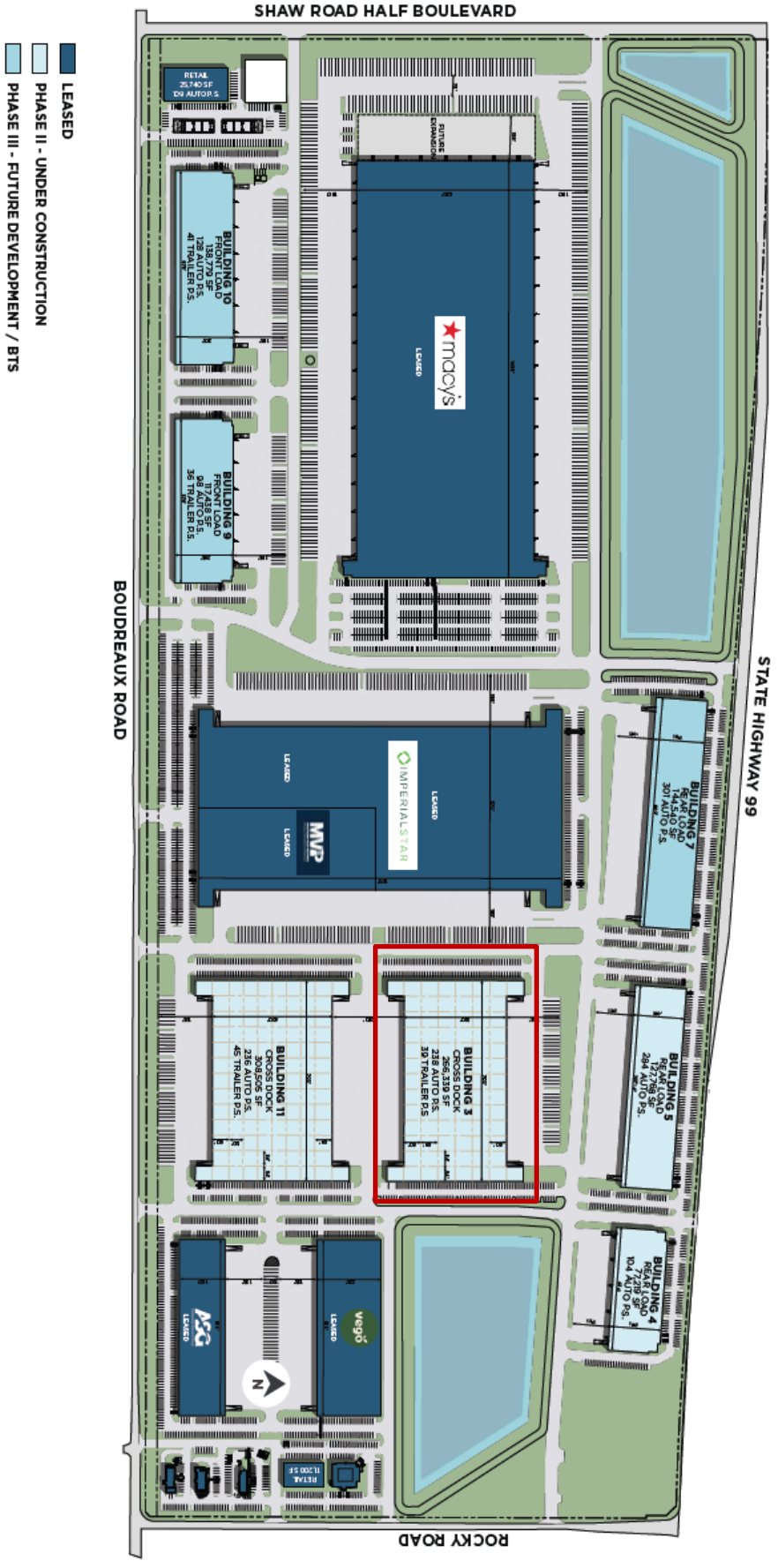
_____

Notary Public in and for the State of Texas

My Commission Expires: _____
(SEAL)

Exhibit A
Description of Property

Property Address: 19200 Hamish Road, Tomball, Texas 77377



Regular Tomball EDC
Agenda Item
Data Sheet

Meeting Date: November 10, 2026

Topic:

Consideration and possible action by Tomball EDC to approve an amendment to the agreement with the Heart of Tomball Alliance for advertising, promotion, and event marketing for Old Town Tomball, a previously approved Project of the Corporation authorized under Section 505.158 of the Texas Local Government Code, to add an eligible event to be held within the Tomball city limits in place of an event previously held outside the city limits that was ineligible for funding under the agreement. Total authorized expenditures shall remain unchanged at an amount not to exceed $53,147.00.

Background:

The Heart of Tomball Alliance has submitted a request to amend its existing Promotional Agreement with the Tomball Economic Development Corporation to reallocate unused funding associated with its August 2026 Fashion Show toward a Pink Friday event scheduled for November 20, 2026. The amendment would revise the eligible event programming without increasing the previously approved grant amount of $53,147.00.

The Alliance held the Fashion Show at a venue outside the geographic limits applicable to the grant. Consequently, no TEDC grant funding was used or requested for reimbursement for that event. The Alliance now requests authorization to apply the unused funding toward eligible marketing, advertising, signage, and event-production expenses for Pink Friday, consistent with the approved grant categories.

Pink Friday is a nationwide initiative encouraging consumers to shop locally ahead of Black Friday. The Alliance will coordinate the event throughout Old Town Tomball, within the city limits, with participating businesses welcoming shoppers into their existing brick-and-mortar locations. The event is intended to attract visitors, increase foot traffic, and generate sales across local establishments during the holiday shopping season.

The requested amendment includes:

- Adding Pink Friday on November 20, 2026, as an eligible event under the Promotional Agreement.
- Reallocating unused funding associated with the August 2026 Fashion Show toward eligible Pink Friday expenses.
- Maintaining the existing documentation and reimbursement requirements.

TOTAL AUTHORIZED GRANT AMOUNT: $53,147.00 — UNCHANGED

The request supports the original agreement's objectives of increasing economic activity, supporting small businesses, enhancing the visitor experience, and strengthening Old Town Tomball as a regional destination.

The proposed amendment continues the previously approved project's focus on advertising, promotion, and event marketing for Old Town Tomball under Section 505.158 of the Texas Local Government Code. It would allow previously approved funding to support an event within the eligible geographic area while maintaining the existing grant award and reimbursement framework.

Origination: Heart of Tomball Alliance

Recommendation:

Approval of the Amended Agreement with Heart of Tomball Alliance

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

FUNDING (IF APPLICABLE)

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

Yes: X No: _____ If yes, specify Account Number: # Old Town Projects

If no, funds will be transferred from account # _____ To account # _____

Signed _____ Approved by _____

Staff Member-TEDC Date Executive Director-TEDC Date

HEART OF TOMBALL ALLIANCE

October 30, 2026

Kelly Violette, Executive Director
Tomball Economic Development Corporation
29201 Quinn Road, Suite A
Tomball, TX 77375

RE: Request for Amendment to Promotional Agreement – Pink Friday 2026

Dear Ms. Violette and Members of the TEDC Board,

On behalf of the Heart of Tomball Alliance (HOTA), we respectfully request approval to amend our existing Promotional Agreement to reallocate the unused grant funding associated with our August 2026 Fashion Show toward our upcoming Pink Friday event on November 20, 2026.

HOTA successfully hosted the Fashion Show; however, due to budget considerations, we selected a venue outside the geographic limits applicable to the grant. As a result, **no TEDC grant funding was utilized or requested for reimbursement for the Fashion Show.**

Rather than leave these funds unused, we would like to redirect the available funding toward Pink Friday, an event that directly supports the economic-development objectives outlined in our agreement.

Pink Friday is a nationwide initiative encouraging consumers to shop locally ahead of Black Friday. HOTA will coordinate this event throughout Old Town Tomball, with participating businesses hosting shoppers within their existing brick-and-mortar locations.

This event directly aligns with the agreement's stated goals of attracting visitors to Tomball, stimulating commercial activity, and promoting the growth of local businesses.

By directing visitors into multiple establishments throughout Old Town Tomball, Pink Friday provides an opportunity to generate economic activity across our local business community during the important holiday shopping season.

We respectfully request approval to reallocate the unused Fashion Show funding toward eligible marketing, advertising, signage, and event-production expenses associated with Pink Friday, consistent with the approved grant categories.

This request does not seek additional funding or an increase to the existing grant award. It is simply a request to utilize previously approved funding for an event that advances the original purpose of the agreement.

HOTA remains committed to responsible use of grant funding and will comply with all documentation and reimbursement requirements.

We sincerely appreciate TEDC’s continued support of Old Town Tomball and its local business community. Thank you for considering this request at your November 10, 2026 Board meeting.

Sincerely,

Brittani Johnson
Chair, Heart of Tomball Alliance
On behalf of the HOTA Board of Directors

THE STATE OF TEXAS	§	FIRST AMENDMENT TO
	§	PROMOTIONAL AGREEMENT
COUNTY OF HARRIS	§	

KNOW ALL MEN BY THESE PRESENTS:

This First Amendment to the Promotional Agreement (the "First Amendment") 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 **the Heart of Tomball Alliance**, a non-profit corporation (the "Alliance").

WITNESSETH:

WHEREAS, the TEDC and the Alliance entered into the Promotional Agreement, effective June 14, 2026 (the "Agreement"); and

WHEREAS, the Agreement specified the Alliance would host certain Events in the City of Tomball to promote the City; and

WHEREAS, the TEDC and Alliance wish to amend the Agreement to alter the events the Alliance is to host.

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 Alliance agree as follows:

I.
AMENDMENT

Section 1.1., subsection A, of the Agreement is hereby amended to read as follows:

"A. Event Production - The Alliance will put on seven events, as further described in 2026 Event Calendar in the Grant Application found in Exhibit A (the "Events"), which is attached hereto and incorporated by reference into this Agreement, except that the Fashion Show event to be held in August shall be replaced by a Pink Friday event to be held in November."

II.
Other Terms and Conditions

2.1 CONFLICT. All other terms of the Agreement not explicitly amended by this First Amendment shall remain in full force and effect. If there is any conflict between the terms of the Agreement and this First Amendment, this First Amendment shall control.

2.2 SEVERABILITY**.** If any provision of this First Amendment is held to be illegal, invalid, or unenforceable under present or future laws, the legality, validity and enforceability of the

remaining provisions of this First Amendment will not be affected thereby, and this First Amendment will be liberally construed so as to carry out the intent of the Parties to it.

2.3 VENUE AND CHOICE OF LAW. This First Amendment shall be construed under the laws of the State of Texas. Venue for any action under this First Amendment shall be the State District Court of Harris County, Texas.

2.4 NO THIRD-PARTY RIGHTS. The provisions and conditions of this First Amendment are solely for the benefit of the Parties, and any lawful assign or successor of Alliance and are not intended to create any rights, contractual or otherwise, to any other person or entity.

2.5 BINDING OBLIGATION**.** This First Amendment shall become a binding obligation of the signatories upon execution by all signatories hereto. The TEDC warrants and represent that the individuals executing this First Amendment on behalf of the City and the CEDC have full authority to execute this First Amendment and bind the TEDC to the same. The Alliance warrants and represents that the individual executing this First Amendment on its behalf has full authority to execute this First Amendment and bind it to the same.

IN TESTIMONY OF WHICH, THIS FIRST AMENDMENT has been executed by the parties on this _____ day of _____ 2026 (the "Effective Date").

HEART OF TOMBALL ALLIANCE

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____

TOMBALL ECONOMIC DEVELOPMENT CORPORATION

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §
§ PROMOTIONAL AGREEMENT
COUNTY OF HARRIS §

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 **the Heart of Tomball Alliance**, a non-profit corporation (the "Alliance"). ,

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 Development Corporations Act, codified in Texas Local Government Code Chapters 501 through 505, allows the TEDC to spend up to ten percent of its annual revenues on promotional expenses; and

WHEREAS, the Alliance has proposed to provide promotional services by hosting and promoting a number of events in Tomball designed to bring visitors from outside Tomball into the city and to promote and grow Tomball businesses; and

WHEREAS, the Board of Directors has found that the promotional services proposed by the Alliance will publicize the city of Tomball for the purpose of developing new and expanded business enterprises in Tomball and

WHEREAS, the Alliance has agreed, in exchange and as consideration for the funding, to satisfy and comply with certain terms and conditions.

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 Alliance agree as follows:

I.
PROMOTIONAL SERVICES

1.1 Services Provided. The Alliance will provide the following promotional services;

A. Event Production - The Alliance will put on seven events, as further described in the Event Calendar in the Grant Application found in Exhibit A (the "Events"), which is attached hereto and incorporated by reference into this Agreement.

B. Marketing and Advertising – The Alliance will promote the Events through dedicated paid advertising campaigns, as described in Exhibit A. This may include the use of professional advertising management contractors.

C. Website and Digital Infrastructure – The Alliance will establish and maintain a website for the Alliance, which will promote the Events and Tomball businesses, as described in Exhibit B ("Website & Digital Infrastructure").

D. Visitor Safety and Transportation – During the Events, the Alliance shall provide a shuttle service to transport visitors between designated locations in Old Town Tomball, and to provide other safety services during events to increase public safety during the Events, as described in Exhibit C ("Visitor Safety and Transportation").

1.2 Timing of Services. All services provided pursuant to this Agreement shall be provided within 12 months of the Effective Date of this Agreement.

II.
Payment

2.1. Payment. The TEDC shall pay the Alliance for the services under this Agreement on a reimbursement basis in an amount not to exceed Fifty-Three Thousand, One Hundred and Forty-Seven Dollars ($53,147). The Alliance shall provide any costs for reimbursement to the TEDC with all invoices with line-item detail showing the cost, along with any necessary documentation showing how the cost qualifies for reimbursement under this Agreement. The TEDC shall have thirty (30) days to review the request for payment and either approve or deny the request or request additional information. Any request for reimbursement made beyond the first anniversary of the Effective Date of this Agreement shall not be eligible for reimbursement.

III.
BREACH AND TERMINATION

3.1 Breach by Alliance. The failure of the Alliance to comply with any substantive obligation of this Agreement shall constitute a breach of this Agreement

3.2. Breach by TEDC. The failure of either TEDC to make the required sponsorship payments under Section 2.1 of this Agreement or to comply with any other substantive obligation of this Agreement shall constitute breach of this Agreement

3.3. Cure and Remedies. The TEDC shall provide written notice to the Alliance of any material breach of this Agreement by Alliance. The Alliance shall have thirty days (30) following receipt of said written notice to cure such breach. If the Alliance is unable to cure such breach within the window provided, this Agreement may be terminated by the TEDC and any unaccrued payments

by the TEDC under this Agreement may be withheld. Additionally, for any failure to hold the Events as required, the TEDC may demand repayment of any and all payments made under this Agreement If the Alliance breach is caused by a failure to perform an obligation other than holding the Events as required and such breach cannot be reasonably cured, the TEDC may negotiate with the Alliance for a substituted act to be considered a remedy of the breach in lieu of termination. Notice of breach and opportunity to cure shall be in writing and delivered in a manner consistent with Section 4.3 of this Agreement.

IV.
Other Terms and Conditions

4.1 Force Majeure. It is expressly understood and agreed by the parties to this Agreement that, if the performance of any obligations hereunder is delayed or cancelled by any cause reasonably beyond the control of the applicable Party obligated or permitted under the terms of this Agreement to do or perform the same, which makes performance by such Party illegal or impossible, including, without limitation, by reason of war; civil commotion; acts of God; unusually inclement or severe weather conditions; fire; pandemic (including, but not limited to, COVID-19); epidemic; declaration of disaster or emergency by the State of Texas, Harris County, or the City of Tomball; or other circumstances that are reasonably beyond the control of the applicable Party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not (each, a "Force Majeure Event"), the Party so obligated or permitted will be excused from doing or performing the same during such period of delay, so that the time period applicable to such performance will be extended for a period of time equal to the period such Party was delayed, unless the same results in canceling the relevant event. The Parties acknowledge that the occurrence of a Force Majeure Event shall not excuse a Party's payment obligations under this Agreement.

4.2 Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions of this Agreement will not be affected thereby, and this Agreement will be liberally construed so as to carry out the intent of the Parties to it.

4.3 Notices. Any notice, request or other communication required or permitted to be given under this Agreement must be given in writing by delivering via e-mail, overnight delivery service, or registered or certified mail, return receipt requested, addressed to the respective parties at the addresses shown herein (and if so given, deemed given when mailed). Any and all notices or communications or deliveries required or permitted to be provided hereunder shall be deemed given and effective on the earliest of: (a) the date of transmission, if such notice or communication is delivered via facsimile or electronic mail prior to 5:00PM Eastern time on a business day in the United States and an electronic confirmation of delivery is received by the sender; (b) the next business day in the United States after the date of transmission, if such notice or communication is delivered later than 5:00PM Eastern time or on a day that is not a business day in the United

States; (c) the next business day following the date of mailing, if send by U.S. nationally recognized overnight delivery service; or (d) upon actual receipt by the Party to whom such notice is required to be given. Any Party's address for notice may be changed at any time and from time-to-time, but only after thirty (30) days' advance written notice to the other Parties and must be the most recent address furnished in writing by one Party to the other Parties. The giving of notice by one Party that is not expressly required by this Agreement will not obligate that Party to give any future notice.

TEDC:

Tomball Economic Development Corporation
Attn: Executive Director
29201 Quinn Road, Suite A
Tomball, TX 77375

Alliance:

Heart of Tomball Alliance
Attn: Vic Lawrence
13202 Spring Hollow Drive
Tomball, TX 77375

4.4. COMPLIANCE WITH LAWS, ORDINANCES, RULES AND REGULATIONS. This Agreement is subject to all applicable federal, state and local laws, ordinances, rules and regulations, including, but not limited to, all provisions of the City of Tomball's Charter and ordinances, as amended; provided, however, that any future Charter or ordinance amendment will not be deemed to modify, amend, or negate any provision of this Agreement.

4.5 No Waiver. The failure of any Party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder will not constitute a waiver of that Party's right to insist upon appropriate performance or to assert any such right on any future occasion.

4.6 VENUE AND CHOICE OF LAW. This Agreement shall be construed under the laws of the State of Texas. Venue for any action under this Agreement shall be the State District Court of Harris County, Texas. This Agreement is performable in Harris County, Texas.

4.7 NO THIRD-PARTY RIGHTS. The provisions and conditions of this Agreement are solely for the benefit of the Parties, and any lawful assign or successor of Alliance and are not intended to create any rights, contractual or otherwise, to any other person or entity.

4.8. AMENDMENT. No amendment, modification, or alteration of the terms of this Agreement will be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by the Parties hereto.

4.9. INDEMNIFICATION.

a. THE ALLIANCE COVENANTS AND AGREES TO AND DOES HEREBY INDEMNIFY, HOLD HARMLESS, AND DEFEND, AT ITS OWN EXPENSE, THE TEDC FROM AND AGAINST ANY AND ALL THIRD PARTY CLAIMS, LAWSUITS, JUDGMENTS, ACTIONS, CAUSES OF ACTION, LIENS, LOSSES, EXPENSES, COSTS, FEES (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEY'S FEES AND COSTS OF DEFENSE), PROCEEDINGS, DEMANDS, DAMAGES, LIABILITIES, OR SUITS OF ANY KIND OR NATURE, INCLUDING, BUT NOT LIMITED TO, THOSE FOR PROPERTY OR MONETARY LOSS, OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, OF WHATSOEVER KIND OR CHARACTER, WHETHER REAL OR ASSERTED (COLLECTIVELY, "THIRD PARTY CLAIMS"), ARISING OUT OF, OR RESULTING FROM ANY (is) BREACH BY ALLIANCE OF ITS REPRESENTATIONS HEREUNDER OR (ii) NEGLIGENCE OR WILLFUL MISCONDUCT BY USJC AND ITS OFFICERS, AGENTS, EMPLOYEES, DIRECTORS, MEMBERS, PARTNERS, AND REPRESENTATIVES IN CONNECTION WITH THE EXECUTION, PERFORMANCE, ATTEMPTED PERFORMANCE, OR NONPERFORMANCE OF THIS AGREEMENT.

b. IF ANY THIRD PARTY CLAIM IS BROUGHT AGAINST THE AEDC IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, ALLIANCE, ON NOTICE FROM THE TEDC, MUST DEFEND SUCH THIRD PARTY CLAIM, AT ITS OWN EXPENSE.

c. This section will survive the expiration or termination of this Agreement.

4.10. ASSIGNMENT. The Parties hereto will not assign or transfer its interest herein without prior written consent of the other party, and any attempted assignment or transfer of all or any part hereof without such prior written consent will be void. This Agreement will be binding upon and will inure to the benefit of the Parties and their respective successors and permitted assigns.

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the parties on this 4th day of June 2026 (the "Effective Date").

HEART OF TOMBALL ALLIANCE

By: Vic Lawrence

Name: Vic Lawrence

Title: Chairman

ATTEST:

By: McKayley Dannelley

Name: McKayley Dannelley

Title: Admin

TOMBALL ECONOMIC DEVELOPMENT CORPORATION

By: _____

Name: _Lisa Covington_____

Title: _President_____

ATTEST:

By: W.E Sumner, Jr

Name: _Bill Sumner_____

Title: _Secretary _____

EXHIBIT A

THE EVENTS

Event	Month
Purse Bingo	April 2026
Shop & Stroll	May 2026
Shop & Stroll	July 2026
Fashion Show	August 2026
Shop & Stroll	October 2026
Shop & Stroll	December 2026
Shop & Stroll	February 2027

Budget Category	Notes	Amount
MARKETING & ADVERTISING		
Paid Regional Advertising	$2,500 × 7 events	$17,500
Ad Management — Modern Marketing & Media	$450/mo × 12 months	$5,400
Marketing & Advertising Subtotal		**$22,900**
EVENT PRODUCTION		
Event Materials	Décor, signage, supplies (7 events)	$14,000
Event Production Total		**$14,000**

EXHIBIT B

WEBSITE & DIGITAL INFRASTRUCTURE

Budget Category	Notes	Amount
WEBSITE & DIGITAL INFRASTRUCTURE		
Website Design & Development — Modern Marketing & Media	One-time fee	$7,949
Website Hosting — Modern Marketing & Media	$150/mo × 12 months	$1,800
Events Calendar Pro Plugin	Annual license	$149
Smashballoon Social Media Feed Plugin	Annual license	$99
Website & Digital Total		**$9,997**

\

EXHIBIT C

VISITOR SAFETY AND TRANSPORTATION

Budget Category	Notes	Amount
VISITOR SAFETY & TRANSPORTATION		
Circulator Shuttle Service	$1,250 per event × 5 events	$6,250
Safety & Transportation Total		**$6,250**

Regular Tomball EDC
Agenda Item
Data Sheet

Meeting Date: November 10, 2026

Topic:

Discussion and possible action regarding the award of asbestos abatement services to TRT Environmental, LLC for Buildings A, B, D, and E at Tomball Legacy Square, located at 401 Oxford Street, in an amount not to exceed $65,122.00, and authorization for the Executive Director to negotiate and execute a contract consistent with the approved scope and amount, subject to review and approval by TEDC's attorney.

Background:

ERC, the environmental consultant hired by TEDC to perform the asbestos and lead surveys, obtained proposals from three asbestos abatement contractors for the former First Baptist Church campus at 401 Oxford Street. ERC considers all three contractors qualified and recommends TRTE Environmental, LLC as the low bidder.

Staff requested that asbestos abatement costs be separated by building to allow the Board to evaluate the scope and cost of work for each structure and consider a phased approach. Staff is recommending deferring all abatement work in Buildings C and F until prior to construction in those buildings. Abatement in Buildings B, D, and E will prepare those buildings for the separately procured demolition work. Building A's abatement is limited to a single sink and is included at a quoted cost of $527.00.

Staff recommends including a 20% contingency of $10,853.60 in addition to the proposed $54,268 asbestos abatement bid, for a total authorization not to exceed $65,122.00. The contingency would provide funding for unforeseen conditions, additional asbestos-containing materials, or necessary adjustments to the approved abatement scope that may be identified once work begins. Any use of these funds would require a documented need, review with ERC, and written approval by the TEDC Executive Director before additional work proceeds.

Upon Board approval, staff will work with TEDC's attorney to draft a contract reflecting the approved scope of work, pricing, and terms for execution.

Below is a cost comparison of the proposals received.

Contractor	Abatement All buildings	Abatement A, B, D, and E
TRT Environmental, LLC	$107,527	$54,268
A&M Environmental, LLC	$177,150	$90,560
AMX Environmental Services, Inc.	$244,160	$121,930

Origination:

Recommendation: Approve the award of asbestos abatement services to TRT Environmental, LLC for Buildings A, B, D, and E at Tomball Legacy Square in an amount not to exceed $65,122.00 and authorize the Executive Director to negotiate and execute a contract consistent with the approved scope and amount, subject to review and approval by TEDC's attorney.

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

FUNDING (IF APPLICABLE)

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

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

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

Signed Approved by

Staff Member-TEDC Date Executive Director-TEDC Date

BID TABULATION NOV. 3rd, 2026

First Baptist Church - Tomball

Asbestos Remediation Cost breakdown

	TOTAL COST	Sanctuary	Library	Church	Childcare	Childcare	Fellowship Hall	Additional costs
		BLDG A	BLDG B	BLDG C	BLDG D	BLDG E	BLDG F	
A&M	$177,150.00	$ N.C	$22,720.00	$43,820.00	$48,050.00	$19,790.00	$42,770.00	N/A
TRTE	$107,527.00	$527.00	$25,316.00	$23,615.00	$28,425.00 (D	Together & E)	$29,644.00	N/A
AMX	$244,160.00	$2,850.00	$32,410.00	$72,700.00	$68,240.00	$18,430.00	$49,530.00	N/A

N/A – Not applicable

N.C – No charge

TOTAL COST (ABATEMENT)

A & M TOTAL COST = $177,150.00

TRTE TOTAL COST = $107,527.00

AMX TOTAL COST = $244,160.00

TRT ENVIRONMENTAL, LLC
3003 BINGLE ROAD
HOUSTON TEXAS 77055

October 28, 2026, Revision

Kambiz Moayedi

ERC

VIA E-mail: kmoayedi@erc-tx.com

Reference: **Tomball 1st Baptist Church, Tomball, Texas, Asbestos Abatement and Demolition Proposal**

Kambiz:

TRT Environmental LLC is pleased to submit this proposal for Asbestos Abatement/Demolition services at the above referenced location. Our proposal has been prepared in accordance with the project information received via e-mail from ERC, 10-8-2026, and Addendum #1, 10-14-2026.

This proposal is contingent upon the acceptance of a definitive agreement containing terms and conditions agreeable to both parties. TRTE reserves the right to accept separate from the whole. TRTE proposal will become part of contract documents.

SCOPE OF WORK: Asbestos Abatement/Structural Demolition of Buildings B, D, E, & Library Proposal:

Includes the proper removal and disposal of the following materials as ACM, as denoted:

1. **Asbestos Abatement:** ACM VCT/Mastic, Gyp Board Ceilings/Walls, Window Caulking, Transite Wall panels, Sink, & Carpet/Mastic. Full containment wet methods interior, inverted prep, ground drop cloths exterior/wet methods/HEPA Vacuums, material disposed of as ACM waste manifested, etc.
2. **Structural Demolition of B, D, E, & Library:**
   Building Separation from structures to remain, Building Demolition, Slabs, Foundations to 3 foot below grade, Sewer cap, and Sidewalks in front of Building B. Material to be disposed of as C&D Waste. Site to be graded with existing remaining fill slope to drain.

QUALIFICATIONS:

- Asbestos/Lead Abatement/Demolition, and related activities to conform to EPA, OSHA TDSHS, and Regulatory Agencies.

- The nature of our work demands the best assurances available in the industry. **TRT Environmental, LLC** meets the needs of our clients by maintaining General Liability Insurance of 1 million per occurrence and 10 million per project aggregate.

PRICING:

Asbestos Abatement as Denoted	**$ 107,527.00**
Structural Demolition of D, E, & B/Library Haul as C&D waste, remaining site will be graded sloped to drain with existing fill	**$ 124,231.00**

Asbestos Abatement Cost Breakdown:

1)	**Sanctuary:**	**$ 527.00**
2)	**Library:**	**$ 25,316.00**
3)	**Original Church:**	**$ 23,615.00**
4)	**Bldgs. D&E:**	**$ 28,425.00**
5)	**Bldg. F:**	**$ 29,644.00**
	Asbestos Abatement Cost Total:	**$ 107,527.00**

Per Addendum #1, Interior Demo return to shell Original Church:

Cost Total Add: $ 31,930.00

Structural Demolition Cost Breakdown:

1)	**Library:**	**$ 31, 316.00**
2)	**Building D:**	**$ 57,370.00**
3)	**Building E:**	**$ 32,930.00**
4)	**Buildings Separation by Hand:**	**$ 2,615.00**
	Demolition Cost Total:	**$ 124,231.00**
5)	**Additional Demo Mobilization Cost:** **Add**	**$ 2,316.00**

BID NOTES AND CLARIFICATIONS:

- This proposal is good for Thirty (30) days from proposal date.
- The scope of work provided is specific and does not cover unseen or unknown conditions not included in this scope. If additional work is required, it will be priced separately.
- Client to provide water and power connections for abatement and demolition activities.
- All removable items are to be removed from the work area by others prior to the commencement of work by **TRT Environmental, LLC**. As a result, **TRT Environmental, LLC** will not be responsible for damage to items that remain in the work area.
- Work Schedule: Asbestos Abatement: 15-18 Shifts estimated, Structural Demolition: 20 Shifts estimated, M-F, 1 Mobilization for Asbestos Abatement and 1 for Demolition, they can run concurrently.

PAYMENT TERMS:

- Progress billing, 25 days Net, Retainage 30 days after completion.

EXCLUSIONS: The following is specifically excluded from our proposal

- Third Party Asbestos Consulting Services
- Hazard Materials Abatement
- Asbestos Notification Fees: (The Texas Department of Health Services will send an invoice directly to the owner or delegated representative)
- MEPTG Cut/Cap/Make Safe/Relocate/Temporary supporting as applicable.
- Preparing of surfaces to receive new finishes.
- Temporary Construction Fences/Barriers/Lane/Street Closures, SWPPP, Site Security, Weather proofing of structures to remain.
- Imported fill. Sales Tax
- 24-hour Fire Watch.
- Paving/Sidewalks to remain.

Thank you for the opportunity to submit this proposal. If you have any additional questions, please feel free to contact me at 713-907-7297. To indicate your acceptance of this proposal, please sign below and forward to jerry@trteinc.org.

Sincerely,

Jerry Fields, CPC, AIC

Principal
TRT Environmental, LLC.
Mobile: 713-907-7297

Proposal Acceptance: Asbestos Abatement/Structural Demolition. 1st Baptist Church, Tomball, Texas

Project Authorization:

Name: _____

Title: _____

Date: _____

101 Main Street Pasadena, Texas 77506
Phone (713) 678-7519 | Fax (713) 921-7513

Bid Proposal

October 26th, 2026

Kambiz Moayedi
ERC
1017 Blackhaw St. Houston TX 77079
T 713 290 9444 I C 281 615 4811
kmoayedi@erc-tx.com

Project Location:
First Baptist Church - Tomball
401 Oxford St. Tomball, TX 77375

A&M Environmental, LLC (A&M) proposes to furnish all labor, tools, equipment, and other necessary supplies for the removal of **Asbestos Containing Material (ACM)** as identified in the Limited Asbestos Survey Report conducted by ERC in August 2026. **A&M** will adhere to the specifications, once written, regarding removal protocols for this project as well as being in compliance with DSHS Rules and Regulations.

The **Asbestos Containing Material (ACM)** is identified in the scope of work below. **A&M Environmental, LLC (A&M)** will work Monday – Friday excluding night hours, holidays, or weekends.

Scope of Work

- Mobilize and order supplies.
- Build containment with 3-stage Decon under negative air pressure.
- Regulate the working area following NESHAP Rules for removal.
- Remove the following materials identified as **Asbestos Containing;**
  Building A – Main Sanctuary & Church Administration
    - Removal of sink texture; Office Area (1 Sink)
  Building B – Preschool Classrooms:

- Removal of single-layer floor tile and mastic; Electrical Room 304 (~100 SF), Rooms 306, 308 and 310 (~1,800 SF), Library (~1,500 SF)
- Removal of single-layer carpet mastic; Room 307 (~600 SF), Library (~1,500 SF)

Building C – Original Church:

- Removal of single-layer gypsum ceiling; SE, E, and S Side (~550 SF)
- Removal of window caulking and glazing compound (stain glass windows keep glazing to not compromise window integrity); E, S, and W Side (~10 Window Units), SW Side and E Side (~10 Window Unit)
- Removal of single-layer adhered carpet mastic; SE, S, and NW Sides (~1,200 SF)
- Removal of sprayed applied ceiling texture; Second Floor (~3,600 SF)
- Removal of caulking compound; Caulking on wood panel, exterior E, SE, & N Side (~20LF)

Building D – Childcare:

- Removal of adhered acoustical ceiling; Rooms 208 and 210 (350 SF), SW Conference Room (~150 SF)
- Removal of single-layer resilient floor tile and mastic; Koala, Panda and Elephant Rooms (~1,500 SF), Office room S side (~600 SF), SW corner closet (~450 SF), Office room SW corner (~550 SF)
- Removal of single-layer resilient sheet flooring; Room 221 & Hallway, Closet Inside Room 209 (~850 FT)
- Removal of single-layer drywall; Room 217 Mechanical Room (~250 SW), Men's and Women's Restrooms (~200 SW), Duckling, Butterfly, Elephant, and Panda Rooms (~2,400 SW), Extra Room and Turtle Room (~500 SF)
- Removal of single-layer gypsum ceiling; Turtle Room and Extra Room (~1,200 SF)
- Removal of single-layer adhered floor mastic; Extra and Duckling room (~600 SF)
- Removal of single-layer cement fiber board; Mechanical Room South Side Common Wall (~250 SF)
- Removal of single-layer adhered carpet mastic; Elephant Room (~500 SF)
- Removal of sink texture; Bathroom Sink (1 Sink)

Building E – Childcare:

- Removal of single-layer resilient floor tiles and mastic; Front Entry, SW corner, and NW Side (~250 SF), Rooms 204, 202, and 200 (~500 SF)
- Removal of single-layer drywall; W Side corner and Inside Kitchen (~650 SF)
- Removal of single-layer gypsum ceiling; Kitchen (~150 SF)
- Removal of single-layer adhered floor mastic; Kitchen (~150 SF)
- Removal of window caulking and glazing compound; S, NW, and SE Side (~9 Window Units)
- Removal of single-layer adhered carpet mastic; Rooms 207, 203, and 201 (~500 SF), Rooms 204, 202, and 200 (~500 SF)
- Removal of caulking compound; Door frame caulking, SE and SW door (~20 LF)

Building F – Fellowship Hall:

    - Removal of single-layer resilient floor tiles and mastic; Entry to Kitchen and Kitchen closet (~250 SF)
    - Removal of single-layer drywall; Kitchen (~1,100 SF), Walls Surrounding Gym (~3,800 SF,) Second Floor (~2,600 SF)
- HEPA vacuum and detail clean.
- Pass a clearance conducted by the consultant hired to monitor this project.
- De-mobilize.

A&M will dispose of **ACM** material and transport material to an approved EPA Landfill. **A&M will** also remove all waste, containments, and equipment upon project completion. **A&M** retains title to all material present at the time of the job walk and is entitled to sell or dispose of such materials at our discretion and retain the proceeds of any such sales.

A&M will provide "Regulatory Workman's Compensation," "Automotive Liability Insurance," and General Liability Insurance," Limits are "Ten Million" $10,000,000.00 combined single limit with the policy written on an occurrence basis.

A&M will carefully remove the scope of work **but will not be responsible for** minor damage caused by the abatement process. **A&M** will not chase **ACM** under walls or stationary items and will not provide the removal of floor float, light weight concrete, or floor patch.

Owner shall provide sufficient power, sufficient water, a place to exhaust negative air, a clear workspace, sufficient parking, as well as adequate ingress and egress for equipment, supplies, and materials for the duration of the project.

The property owner is responsible for ensuring that the property is free of unauthorized occupants, including unhoused individuals, to maintain a safe environment for workers, equipment, and the public. The owner's obligation includes taking necessary measures to prevent habitation that could pose safety risks or hazards during the project.

A&M Environmental, LLC is not liable for project delays caused by inclement weather or other circumstances beyond our control. All timelines are contingent upon favorable conditions and operational feasibility.

If **A&M** is instructed to stop work, mobilization fees will apply.

This proposal does not include State, County or Local Taxes such as or not limited to Asbestos "ARU" reporting fees due by the owner as required by Texas DSHS regulation. Excludes any and all additional **ACM** materials beyond the amount and type stated.

Base Bid

A&M Environmental, LLC proposes to complete the said scope in **approximately 30 working days** for the total sum of **$177,150**

A&M can offer up to a $6,600 discount on total **ACM** abatement pricing if bundled with demolition pricing (see Breakdown below).

Price Breakdown and Savings:

- ❑ Building A: *Can be completed alongside any other building scope for* ***no extra cost***
- ❑ Building B: Lasting **approximately 4 working days** for the lumpsum of **$22,720**
  - *Save $800 when bundled with demolition pricing*
- ❑ Building C: Lasting **approximately 7 working days** for the lumpsum of $**43,820**
  - *Save $1,600 when bundled with demolition pricing*
- ❑ Building D: Lasting **approximately 8 working days** for the lumpsum of **$48,050**
  - *Save $1,800 when bundled with demolition pricing*
- ❑ Building E: Lasting **approximately 4 working days** for the lumpsum of **$19,790**
  - *Save $800 when bundled with demolition pricing*
- ❑ Building F: Lasting **approximately 7 working days** for the lumpsum of **$42,770**
  - *Save $1,600 when bundled with demolition pricing*

Line-Item Add

- ❑ **A&M** can provide sufficient power and/or water for an additional daily rate of **$350.**
- ❑ **A&M** can provide a small prep-crew for an additional daily rate of **$3,000**. This prep-crew would be responsible for clearing out work areas, disposing of **non-ACM** materials, moving furniture, and creating access to working areas when needed. Based on the information given through the site walk conducted on October 13th, 2026, we estimate that a prep-crew would be needed for an **approximate 5 working days**. This line-item pricing is valid only if added to the project scope and performed as an extension to the project timelines outlined in this proposal.

Terms of payment:

A Mobilization Fee of 15% is required before A&M can file the 10-day notification and mobilize for this project ($177,150 x 0.15 = $26,572). This Mobilization Fee will be deducted from the total project sum.

Progress payments to **A&M Environmental, LLC** shall be due weekly based on the completion of work, determined by the consultant hired to represent the owner on site. The owner of the property, or owner's appointed representative having the authorization for Power of Attorney granted by said owner, acknowledges reading and understanding of this proposal and all terms set forth within said proposal. Signing of this proposal authorizes **A&M Environmental, LLC** to proceed forward with said project, utilizing terms set forth within this bid proposal and further indicates that all parties agree, authorize, and recognize this bid proposal to become a binding contract. It is further understood that any deviation from the terms set forth within this proposal must be agreed upon in writing and signed by all parties. Verbal agreements pertaining to or deviating from the terms of this proposal shall not become binding upon either party. If you agree with the above, please indicate your written acceptance by signing one copy of this proposal and return it to the undersigned by email or fax.

Read, Understood and Accepted,

Signature: _____ Date: _____

Printed Name: _____

Title: _____

Authorized Representative of: _____

Respectfully Submitted,

Gerardo Torres
Estimator/Project Manager
A&M ENVIRONMENTAL
Cell: 832-744-8353
Email: Gerardo@AandMEnvironmental.com

October 21, 2026 AMX Proposal

Ms. Kelly Violette
CEcD, PCED, AICP/Executive Director
Tomball Economic Development Group
29201 Quinn Road, Suite A
Tomball, TX 77375

RE: Proposal for Asbestos Abatement at Buildings Located on Original Campus FBC of Tomball

Dear Kelly,

In accordance with your request, AMX Environmental Services, Inc. is pleased to submit this proposal to furnish labor, materials, equipment, and supervision for asbestos abatement of the designated project.

ASBESTOS ABATEMENT SCOPE OF WORK

1. Remove the asbestos containing materials (ACM) identified in the Asbestos Survey Report prepared by Environmental & Construction Services, Inc.
2. The scope of work includes the abatement of the asbestos containing ceiling tile, floor tile and mastic, vinyl sheet flooring, drywall materials, cement fiber board, window caulking, spray applied ceiling texture and undercoating sink texture.
3. The location of the ACM used for our proposal was gathered from the ERC asbestos report.
4. We have included in our pricing to transport and dispose of the ACM to the landfill.
5. AMX has included the cost of the scaffolding and lift equipment needed to perform the abatement.

METHOD OF REMOVAL

1. The crew will establish a regulated work area with barrier tape and asbestos danger signs to prevent unauthorized entry.
2. Removal will be accomplished using wet methods, critical barriers, and negative pressure containments to complete our work.
3. Abatement workers will be wearing the appropriate Personal Protective Equipment to safely remove the ACM from the project.
4. The ACM will be double bagged in 6 mil poly asbestos bags, securely closed, and labeled for transportation and disposal. We are proposing the McCarty Road Landfill for asbestos disposal.

BID NOTES AND CLARIFICATIONS

1. This proposal is based on working M – F, 10-hour shifts to complete this job.
2. Our pricing reflects completing the job with one mobilization.
3. This proposal is good for sixty (60) days from the date of this proposal.
4. Work can begin ten (10) working days after the notification is made to the State DSHS.

8701 Gulf Freeway
Houston, TX 77017
(713) 378-9911 (713) 378-9922 fax

5. Asbestos, lump sum price includes all labor, supervision, material, equipment, overhead, profit, payroll taxes and insurance.
6. The abatement of ACM not currently identified in the asbestos survey would be handled as a change order to the original price.
7. Removal and cleanup will be in accordance with all Federal, State and Local regulations that are specifically applicable to this job and are in effect at the time of this proposal.
8. AMX Environmental Services, Inc. does not hereby assume responsibility nor indemnify the general contractor and/or owner for their sole negligence. In the event of concurrent negligence, AMX's indemnity will apply to the extent of AMX's negligence.
9. Our proposal is based upon executing a mutually agreeable contract.

ASBESTOS ABATEMENT LUMP SUM PRICING

Building A	$2,850.00	Building B	$32,410.00
Building C	$72,700.00	Building D	$68,240.00
Building E	$18,430.00	Building F	$49,530.00

- AMX has excluded the interior or structural demolition pricing from our proposal.
- We estimate thirty-six (36) workdays from start to finish for the abatement if all buildings were awarded.

TERMS

The terms of payment of the material, equipment and labor based on the original scope of work described herein, will be as follows: Net 30 days. Unless otherwise agreed, progress invoices will be issued for the original scope of work and separate invoices for payment of any extra work and overtime premiums which shall be made monthly.

We appreciate the opportunity to submit our proposal. If you have any questions or require additional information, please give me a call.

Sincerely,
AMX Environmental Services, Inc.

Dennis Jamison

Dennis Jamison
Sr. Estimator

8701 Gulf Freeway
Houston, TX 77017
(713) 378-9911 (713) 378-9922 fax

Regular Tomball EDC
Agenda Item
Data Sheet

Meeting Date: November 10, 2026

Topic:

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

Background:

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

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

The TEDC approved an amendment to the agreement on November 12, 2024 to include the selling and/or leasing of the First Baptist Church Campus/Old Town Tomball properties.

The agreement is set to expire on November 30, 2026.

The attached Amendment to the Commercial Real Estate Listing Agreement extends the agreement for an additional year; with all other terms of the executed agreement remaining the same.

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

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

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

FUNDING (IF APPLICABLE)
Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: _____ No: _____ If yes, specify Account Number: #_____

If no, funds will be transferred from account #_____ To account #_____

Signed _____ Approved by _____

Staff Member-TEDC Date Executive Director-TEDC Date

TEXAS REALTORS

AMENDMENT TO LISTING

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
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AMENDMENT TO LISTING AGREEMENT BETWEEN THE UNDERSIGNED PARTIES CONCERNING THE PROPERTY

located within Tomball city limits, its E.T.J. or adjacent areas there to within proximity to and as expansion space along with any other real property owned or leased by Owner/Seller.

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

Effective November 30, 2026, Owner and Broker amend the above-referenced Listing as follows:

☐ A. The Listing Price in Paragraph 3 of the Listing is changed to: $ _____ .

☒ B. The date the Listing ends in Paragraph 2 of the Listing is changed to: November 30, 2027 .

☐ C. **(TXR 1101 and TXR 1201 only)** The Broker's Fee is changed to Paragraph ☐ 5A1 or ☐ 5B1 as follows:

☐ (a) _____ % of the sales price or $ _____.

☐ (b) _____ .

☐ D. **(TXR 1101 and TXR 1201 only)** The compensation paid to the other broker in Paragraph 5A2 is changed as follows:

(a) if the other broker represents the buyer: _____ % of the sales price or $ _____; and

(b) if the other broker is a subagent: _____ % of the sales price or $ _____.

☐ E. Owner instructs Broker to cease marketing the Property on _____ and to resume marketing the Property on: ☐ (1) receipt of further instructions from Owner; or ☐ (2) _____ _____.

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

☐ F. Paragraph(s) _____ are changed as follows:

Broker compensation or the sharing of compensation between brokers is not set by law nor fixed, controlled, recommended, or suggested by the Association of REALTORS®, MLS, or any listing service. Broker compensation is fully negotiable. Brokers independently determine their fees.

Colliers International Houston, Inc 0029114	Tomball Economic Development Corporation
Broker's Printed Name License No.	Owner's Printed Name
By:	By:
Broker's (☒ or Broker's Associate's) Signature Date	Owner's Signature Date
Tom Condon, Jr., Principal 419324	Kelly Violette, Executive Director
Broker's Associate's Printed Name, if applicable License No.	Owner's Printed Name
	Owner's Signature Date

Colliers International, 1233 West Loop South, Suite 900 Houston TX 77027 Phone: 713-222-2111 Fax: 713-830-2118
Tom Condon

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

Regular Tomball EDC
Agenda Item
Data Sheet

Meeting Date: November 10, 2026

Topic:

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

Background:

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

The Agreement is set to expire on November 30, 2026.

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

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

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

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

FUNDING (IF APPLICABLE)
Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: _____ No: _____ If yes, specify Account Number: # _____

If no, funds will be transferred from account # _____ To account # _____

Signed _____ Approved by _____

Staff Member-TEDC Date Executive Director-TEDC Date

TEXAS REALTORS

AMENDMENT TO BUYER/TENANT REPRESENTATION AGREEMENT

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
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On or about **October 10, 2020**, Client and Broker entered into a Buyer/Tenant Representation Agreement (the Agreement).

Effective **November 30, 2026**, Client and Broker amend the Agreement as follows:

[X] A. The "market area" in Paragraph 3 is redefined as **located within Tomball city limits, its E.T.J. or adjacent areas thereto**.

[X] B. The date the Agreement ends specified in Paragraph 4 is changed to **November 30, 2027**.

[ ] C. **(For TXR 1507 only)**
(1) Brokers Obligations in Paragraph 5 is changed to [ ] Full Services or [ ] Showing Services.
(2) Client [ ] does or [ ] does not authorize Broker to act as an intermediary under Paragraph 8.
Note: To change Broker's Fees, also complete Paragraph D below.

[ ] D. **(For TXR 1501 and TXR 1507 only)** Broker's Fees in Paragraph 7A are changed to *(Complete all that apply):*

(1) (Purchases) _____ % of the sales price or a flat fee of $ _____ if Client purchases the following property: _____.

(2) (Leases) _____ % of one month's rent or _____ % of all rents to be paid over the term of the lease or a flat fee of $ _____ if Client leases the following property: _____.

[ ] E. **(For TXR 1501 and TXR 1507 only) Bonuses.** In addition to Broker's Fee listed in Paragraph 7A, Broker will be paid a bonus from seller, landlord, or their agent in an amount equal to $_____ if Client purchases or leases the following property: _____ *(property address).*

[ ] F. Client instructs Broker to cease providing services under the Agreement on _____ and to resume providing services on: [ ] (1) receipt of further instructions from Client; or [ ] (2) _____.
The Agreement is not terminated and remains in effect for all other purposes.

[ ] G. Paragraph(s) _____ are changed as follows:

Colliers International Houston, Inc. 0029114	**Tomball Economic Development Corporation**
Broker's Printed Name License No.	Client's Printed Name
Broker's ([X] or Broker's Associate's) Signature Date	Client's Signature Date
Tom Condon, Jr., Principal 419324	**Kelly Violette, Executive Director**
Broker's Associate's Printed Name, if applicable License No.	Client's Printed Name
	Client's Signature Date

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Tom Condon
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Regular Tomball EDC
Agenda Item
Data Sheet

Meeting Date: November 10, 2026

Topic:

Approve the Tomball Economic Development Corporation (TEDC) FY 2026-2027 Strategic Work Plan – Annual Action Plan.

Background:

The FY 2026-2027 Annual Action Plan translates the Tomball Economic Development Corporation's three-year Strategic Plan into focused actions for the coming year. The plan builds upon TEDC's existing programs and initiatives while identifying opportunities to enhance, formalize, and expand efforts in support of Tomball's continued economic growth.

Progress will be reviewed throughout the year and reported to the TEDC Board of Directors on a quarterly basis. The final plan establishes three primary strategic goals:

- **Build the Tomball Economy of the Next Generation** by strengthening business recruitment, retention, workforce development, and support for small businesses.
- **Make Place and Experience Tomball's Competitive Advantage** by leveraging investments in Old Town, Tomball Legacy Square, and community destinations to strengthen Tomball's identity and economic competitiveness.
- **Build Capacity to Carry the Growth** by enhancing the TEDC's organizational systems, communications, partnerships, and performance measurement to support continued growth and implementation of the strategic plan.

The Strategic Plan is intended to be a living document that will guide annual work plans, budgeting, and organizational priorities while allowing flexibility to respond to changing economic conditions and opportunities.

Origination: Tomball Economic Development Corporation Board of Directors

Recommendation: Approval of the Tomball Economic Development Corporation (TEDC) FY 2026-2027 Strategic Work Plan – Annual Action Plan.

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

FUNDING (IF APPLICABLE)

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

Yes: _____ No: _____ If yes, specify Account Number: # _____

If no, funds will be transferred from account # _____ To account # _____

Signed Kelly Violette Approved by _____

Executive Director-TEDC Date City Manager Date

TOMBALL
ECONOMIC DEVELOPMENT CORP.

FY 2026-2027

STRATEGIC WORK PLAN

ANNUAL ACTION PLAN

PURPOSE

The FY 2026-2027 Annual Action Plan translates the Tomball Economic Development Corporation's three-year Strategic Plan into achievable commitments for the coming year. The plan prioritizes core services and approved projects within the adopted budget and available organizational resources.

Implementation responsibilities are identified in the Staff Responsibility Matrix.

Progress will be reported to the TEDC Board of Directors quarterly.

STRATEGIC PRIORITIES AT A GLANCE

GOAL 1	**Build the Tomball Economy of the Next Generation**
GOAL 2	**Make Place and Experience Tomball's Competitive Advantage**
GOAL 3	**Build Capacity to Carry the Growth**

GOAL 1

BUILD THE TOMBALL ECONOMY OF THE NEXT GENERATION

Focus recruitment on businesses that fit Tomball's assets, support existing employers, and deliver established workforce and small-business programs.

1.1 Target-Sector Recruitment

1. Continue prospect management, site-selection assistance, incentive evaluation, and state and regional recruitment relationships. Prioritize qualified opportunities aligned with the adopted target sectors.
2. Update current recruitment materials and site information focused on adopted target sectors.

1.2 Business Retention & Expansion

1. Complete 24 substantive business retention and expansion visits, including Old Town businesses. Document business needs, referrals, and follow-up through a centralized activity log.
2. Continue Grow Tomball and selected business success stories through established communication channels.

1.3 Workforce & Talent

1. Deliver the Summer Youth Employment Program at a level supported by the adopted budget and available resources. Confirm employer eligibility and placement limits, provide orientation and a midpoint check-in, and collect closeout feedback.
2. Maintain education and workforce partnerships that support employer needs and student career opportunities. Support partner-led career fairs, teacher externships, school outreach, and job information activities consistent with annual priorities and available resources.

GOAL 1 CONTINUED

1.4 Small Business & Entrepreneurship

1	Administer the Business Improvement Grant, Old Town Façade Improvement Grant, and New Business Rental Incentive under existing policies and budgets. Monitor agreement requirements, refer businesses to partner resources, and address immediate policy issues as they arise.

1.5 Strategic Infrastructure

1	Coordinate with the City on authorized infrastructure commitments and active development needs. Maintain TEDC-owned property obligations and continue planning for additional development phases, including cost estimates, resource needs, and implementation schedules for Board consideration.

HOW WILL THIS GOAL BE MEASURED?

✓ Prospect activity, site assistance, and incentive decisions reported quarterly.

✓ 24 business retention and expansion visits completed, with business needs and follow-up documented.

✓ One SYEP cycle delivered within the approved budget; placements, employer participation, and participant feedback summarized.

✓ Business applications, grants, and required compliance follow-up reported.

✓ Approved infrastructure and property commitments tracked by milestone and budget.

QUARTERLY PROGRESS UPDATE

Q1	Q2	Q3	Q4
Update	*Update*	*Update*	*Update*

Annual scope: Existing programs and tracking systems will support implementation. Comprehensive program redesign, a new CRM, and a separate SYEP fundraising campaign are outside this year's work program.

GOAL 2

MAKE PLACE AND EXPERIENCE TOMBALL'S COMPETITIVE ADVANTAGE

Advance approved redevelopment and Old Town investments while keeping TEDC's responsibilities focused on the next funded phase and established community support.

2.1 Old Town Coordination & Investment

1	Coordinate with the City on approved parking, mobility, alleyway, drainage, and pedestrian improvements. Combine business outreach with retention visits and communicate construction impacts through existing channels; support City-led projects within TEDC's approved role.

2.2 Legacy Square Redevelopment

1	Advance approved abatement, selective demolition, and site stabilization through qualified contractors and consultants. Coordinate project scope, funding, partner negotiations, implementation milestones, contract follow-up, and required governing body decisions.
2	Prepare a phased implementation recommendation consistent with City Council direction: Building A as a multifunctional facility; Building C for a museum; Building F for arts education including workshops, arts, crafts, etc.; removal of other buildings and conversion to green space; and plans for parking.
3	Include capital and operating cost estimates, facility operation and programming responsibilities, projected revenue, funding, and sequencing in the recommendation. Confirm the next funded phase and schedule in Q1 and present the recommendation by Q3.

GOAL 2 CONTINUED

2.3 Business Stabilization

1	Monitor the FM 2920/Main Street construction schedule through City coordination and gather business concerns through targeted outreach. Present a proposed Business Stabilization Program to the Board in relation to construction timing, business needs, funding, and organizational capacity.

2.4 Old Town Business & Property Investment

1	Support private investment through existing incentive programs and active property-owner and developer inquiries. Monitor business conditions and redevelopment opportunities through business contacts and approved project reports.

2.5 Events, Programming & Destination Development

1	Host an Annual Outlook Luncheon and a Mix N Jingle event per fiscal year. Continue approved sponsorships through partner-produced events. Focus TEDC event production on the Annual Outlook Luncheon and Mix N Jingle event and support other community activities through approved partnerships.

HOW WILL THIS GOAL BE MEASURED?

✓ Legacy Square contract milestones, expenditures, and decisions needed reported quarterly.

✓ One phased Legacy Square implementation recommendation presented by Q3, including operating responsibilities and projected revenue.

✓ Authorized Old Town, parking, and property commitments tracked without adding unfunded project phases.

✓ Construction concerns and redevelopment inquiries addressed through existing business assistance.

✓ One Outlook Luncheon and Mix N Jingle event delivered and approved partner sponsorships administered.

QUARTERLY PROGRESS UPDATE

Q1	Q2	Q3	Q4
Update	*Update*	*Update*	*Update*

GOAL 3

BUILD CAPACITY TO CARRY THE GROWTH

Support effective implementation through clear responsibilities, essential communications, sound financial management, and consistent performance reporting.

3.1 Marketing & Communications

1	Maintain the website, program and site information, routine communications, selected success stories, and one concise annual report. Reuse content supporting recruitment, business assistance, SYEP, and Legacy Square.

3.2 Organizational Capacity & Operations

1	Maintain clear staff responsibilities, essential operating procedures, professional development, and cross-training to support organizational continuity. Align staffing and work schedules with approved priorities and program delivery requirements.

3.3 Governance, Financial Planning & Performance

1	Maintain Board administration, financial controls, budget preparation, compliance, and required records and reporting.

3.4 Partnerships & Civic Engagement

1	Maintain City, Chamber, education, workforce, regional, and business relationships tied to active priorities. Combine partner meetings and public updates with existing work, within available capacity.

HOW WILL THIS GOAL BE MEASURED?

✓ Staff responsibilities, essential operating procedures, and cross-training maintained to support program delivery and continuity.

✓ Required financial, Board, and compliance reporting maintained.

✓ Current program and site information, routine communications, and one concise annual report delivered.

QUARTERLY PROGRESS UPDATE

Q1	Q2	Q3	Q4
Update	*Update*	*Update*	*Update*

STAFF RESPONSIBILITY MATRIX

Primary responsibility promotes accountability while recognizing that implementation depends on the collective expertise and support of the TEDC team.

Strategic Area	Primary Responsibility	Key Support
Business Recruitment & Prospect Management	Executive Director	Assistant Director; Marketing Manager
Business Retention & Expansion	Assistant Director	Executive Director; Project Manager
SYEP & Workforce Partnerships	Assistant Director	Coordinator; Project Manager
Small Business Incentives & Compliance	Project Manager	Assistant Director; Coordinator
Legacy Square & Major Capital Decisions	Executive Director	Project Manager; Assistant Director
Capital Project & Property Coordination	Executive Director	Project Manager; Coordinator
Old Town Business Assistance	Executive Director	Assistant Director; Project Manager
Marketing, Website & Annual Report	Marketing & Communications Manager	Assistant Director; Executive Director
Outlook Luncheon Production	Marketing & Communications Manager	Coordinator; Project Manager
Strategic Plan & Quarterly Reporting	Executive Director	Assistant Director; TEDC Staff
Budget & Financial Planning	Executive Director	Assistant Director; Coordinator
Board & City Council Relations	Executive Director	Assistant Director
Board Administration & Records	Coordinator	Executive Director; Assistant Director
Staff Operations & Cross Training	Executive Director	Assistant Director; TEDC Staff

IMPLEMENTATION AND ACCOUNTABILITY

Implementation will align with Board direction and the responsibilities identified in the Staff Responsibility Matrix. Progress reports will address milestones, outcomes, expenditures, and matters requiring Board action.

The Board will review progress quarterly. Adjustments to the annual work program will reflect project schedules, available resources, and adopted priorities. New initiatives and material scope or funding changes are subject to Board approval.

Regular Tomball EDC
Agenda Item
Data Sheet

Meeting Date: November 10, 2026

Topic:

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

"A RESOLUTION OF THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION PROVIDING THE TIME AND PLACE OF THE REGULAR MEETINGS OF THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION IN THE CITY OF TOMBALL, TEXAS FOR THE YEAR 2027."

Background:

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

The proposed 2027 calendar of TEDC Regular Board Meetings is below.

January 12, 2027
February 9, 2027
March 9, 2027
April 13, 2027
May 11, 2027
June 8, 2027
July 13, 2027
August 10, 2027
September 14, 2027
October 12, 2027
November 9, 2027
December 14, 2027

Origination: TEDC By-laws

Recommendation: Approval of the 2027 Board Meeting calendar

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

FUNDING (IF APPLICABLE)
Are funds specifically designated in the current budget for the full amount required for this purpose?
Yes: _____ No: _____ If yes, specify Account Number: # _____
If no, funds will be transferred from account # _____ To account # _____

Signed _____ Approved by _____

Staff Member-TEDC Date

Executive Director-TEDC Date

TOMBALL ECONOMIC DEVELOPMENT CORP.

2027 TEDC BOARD MEETINGS

MEETING DATES
January 12, 2027
February 9, 2027
March 9, 2027
April 13, 2027
May 11, 2027
June 8, 2027
July 13, 2027
August 10, 2027
September 14, 2027
October 12, 2027
November 9, 2027
December 14, 2027

LOCATION
City of Tomball
Council Chambers
401 W. Market Street
Tomball, TX 77375

TIME
5:30 p.m.

NOTES
Fiscal Year is Oct. 1 to Sept. 30

November 2027—First regular meeting of the 2028 new fiscal year

HOLIDAYS
January 1 —New Years Day
January 18 —Martin Luther King Jr. Day
February 15—Presidents Day
March 15-19—Spring Break
March 28—Easter Sunday
May 31—Memorial Day
July 4—Independence Day
September 6—Labor Day
October 11—Columbus Day
November 11 - Veterans Day
November 25—Thanksgiving
November 26—Day after Thanksgiving
December 24-Chrismas Eve
December 25—Christmas Day

January

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February

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April

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May

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July

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August

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September

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October

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November

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December

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12	13	14	15	16	17	18
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RESOLUTION NO. 2026-49-TEDC

A RESOLUTION OF THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION, PROVIDING THE TIME AND PLACE OF THE REGULAR MEETINGS OF THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION IN THE CITY OF TOMBALL, TEXAS, FOR THE YEAR 2027.

* * * * * * * * *

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

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

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

Section 2. The time and place of the regular meetings of the Tomball Economic Development Corporation for the year 2027 shall be as follows:

Dates:
January 12, 2027
February 9, 2027
March 9, 2027
April 13, 2027
May 11, 2027
June 8, 2027
July 13, 2027
August 10, 2027
September 14, 2027
October 12, 2027
November 9, 2027
December 14, 2027

Time: 5:30 p.m. (unless otherwise stated)
Location: Tomball City Hall
City Council Chambers
401 Market Street
Tomball, Texas

Section 3. In the event any clause, phrase, provision, sentence, or part of this Resolution or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Resolution as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the Tomball Economic Development Corporation, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

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

PASSED AND APPROVED BY A VOTE OF ___ TO ___ AS SET OUT BELOW AT THE MEETING OF THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION HELD ON THE ___DAY OF ___November___, 2026:

LISA COVINGTON	_____
WAYNE HALL	_____
LATRELL SHANNON	_____
ANGIE JOHNSON	_____
CODY MILLER	_____
BECKY CLEPPER	_____

_____
LISA COVINGTON, President

ATTEST:

_____
KELLY VIOLETTE, Executive Director

Regular Tomball EDC
Agenda Item
Data Sheet

Meeting Date: November 10, 2026

Topic:

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

- Section 551.072, - Deliberations regarding real property: Deliberate the purchase, exchange, sale, lease, or value of real property.
- Section 551.087, - Deliberation regarding Economic Development negotiations.
- Section 551.074, - To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, to wit: TEDC Staff.

Background:

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

Recommendation:

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

FUNDING (IF APPLICABLE)

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

Yes: _____ No: _____ If yes, specify Account Number: #_____

If no, funds will be transferred from account #_____ To account #_____

Signed _____ Approved by _____

Staff Member-TEDC Date Executive Director-TEDC Date

Regular Tomball EDC
Agenda Item
Data Sheet

Meeting Date: November 10, 2026

Topic:

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

Background:

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

Recommendation:

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

FUNDING (IF APPLICABLE)
Are funds specifically designated in the current budget for the full amount required for this purpose?
Yes: _____ No: _____ If yes, specify Account Number: # _____
If no, funds will be transferred from account # _____ To account # _____

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