

**NOTICE OF REGULAR TEDC MEETING JANUARY 10, 2023**



**Tuesday, January 10, 2023  
5:30 PM**

Notice is hereby given of a meeting of the Tomball Economic Development Corporation, to be held on Tuesday, January 10, 2023 at 5:30 PM, City Hall, 401 Market Street, Tomball, TX 77375, for the purpose of considering the following agenda items. All agenda items are subject to action. The Tomball Economic Development Corporation reserves the right to meet in a closed session for consultation with attorney on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

**THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION OF THE CITY OF TOMBALL, TEXAS, WILL CONDUCT THE MEETING SCHEDULED FOR JANUARY 10, 2023, 5:30 PM, AT 401 MARKET STREET, TOMBALL, TEXAS, 77375. THIS MEETING AGENDA AND THE AGENDA PACKET ARE POSTED ONLINE AT:**

**<HTTPS://TOMBALLTX.GOV/ARCHIVE.ASPX?AMID=38>**

**A RECORDING OF THE MEETING WILL BE MADE AND WILL BE AVAILABLE TO THE PUBLIC IN ACCORDANCE WITH THE OPEN MEETINGS ACT UPON WRITTEN REQUEST.**

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: 822 2347 3433. 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. Approval of Minutes

1. Special Joint Tomball EDC and Tomball City Council Meeting of November 7, 2022
2. Regular Tomball EDC Meeting of November 15, 2022

F. New Business

3. Consideration and possible action by Tomball EDC to approve, as a Project of the Corporation, an agreement with STUDIO a28 to make direct incentives to, or expenditures for, rental assistance for new or expanded business enterprise to be located at 1431 Graham Drive, Suite 212 and 213, Tomball, Texas 77375. The estimated amount of expenditures for such Project is \$4,063.00.

- Public Hearing

4. Consideration and possible action by Tomball EDC to approve, as a Project of the Corporation, an agreement with Persimmon Global Logistics to make direct incentives to, or expenditures for, the creation or retention of primary jobs associated with the development of its corporate headquarters to be located at 1014 Lizzie Lane, Tomball, Texas 77375. The estimated amount of expenditures for such Project is \$16,920.00.

- Public Hearing

5. Consideration and possible action by Tomball EDC, to approve, as a Project of the Corporation, an agreement with Church Holdings, Inc. to make direct incentives to, or expenditures for, assistance with infrastructure costs to be required or suitable for the promotion of new or expanded business development related to the development and construction of a multibuilding office/warehouse park to be located near the intersection of Hufsmith-Kohrville and Spell Rd. in the City of Tomball. The estimated amount of expenditures for such Project is \$426,639.00.

- Public Hearing

6. Consideration and possible action by Tomball EDC to approve, as a Project of the Corporation, an agreement with Hufsmith-Kohrville Business Park, LLC to make direct incentives to, or expenditures for, assistance with infrastructure costs to be required or suitable for the promotion of new or expanded business development related to the development and construction of a multibuilding office/warehouse park to be located on the West side of Hufsmith-Kohrville

and Werich Road, Tomball, Texas 77375. The estimated amount of expenditures for such Project is \$122,722.00.

- Public Hearing

7. Consideration and possible action by Tomball EDC to approve, as a Project of the Corporation, an agreement with BCS Tomball Main, LLC to make direct incentives to, or expenditures for, assistance with infrastructure costs required or suitable for the promotion of new or expanded business enterprise related to the construction of a commercial retail development to be located at the NE corner of SH 249 and FM 2920 Rd., Tomball, TX 77377. The estimated amount of expenditures for such Project is \$123,094.00.

- Public Hearing

8. Presentation by Drew Huffman, Public Works Director, City of Tomball, regarding upcoming City of Tomball project requests.

9. Presentation by Matt Kimich, CEO, Blue Kite Building Group, regarding mixed-use development in Old Town Tomball.

10. 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 551.071, - Consultation with the Attorney regarding a matter which the Attorney's duty requires to be discussed in closed session.

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

12. Consideration and possible action by Tomball EDC to approve, as a Project of the Corporation, the designation of a mixed-use development in Old Town Tomball, to promote new or expanded business development, with such Project including the expenditure of funds for the purchase of land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements related to the Project, and authorizing the Executive Director or designee to execute any and all documentation related to the Project.

- Public Hearing

13. Consideration and possible action by Tomball EDC, to approve a budget amendment to the Tomball EDC 2022-2023 Fiscal Year Budget.

- Public Hearing

G. 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 6TH day of JANUARY 2023 by 5:30 PM, and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Kelly Violette  
Executive Director

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

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

# Regular Tomball EDC Agenda Item Data Sheet

Meeting Date: January 10, 2023

**Topic:**

Special Joint Tomball EDC and Tomball City Council Meeting of November 7, 2022

**Background:**

**Origination:** Kelly Violette, Executive Director

**Recommendation:**

Approval of the Minutes for the Meeting of November 7, 2022

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

**FUNDING (IF APPLICABLE)**

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

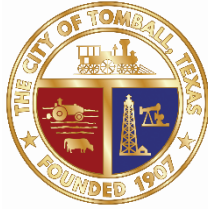
Yes: \_\_\_\_\_ No: \_\_\_\_\_ If yes, specify Account Number: # \_\_\_\_\_

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

Signed \_\_\_\_\_  
Staff Member-TEDC Date

Approved by \_\_\_\_\_  
Executive Director-TEDC Date

**MINUTES OF SPECIAL JOINT TOMBALL CITY COUNCIL AND  
TOMBALL ECONOMIC DEVELOPMENT CORPORATION MEETING  
CITY OF TOMBALL, TEXAS**



**Monday, November 7, 2022  
6:00 PM**

The City Council of the City of Tomball, Texas, conducted the meeting scheduled for Monday, November 7, 2022 at 6:00 PM, City Hall, 401 Market Street, Tomball, Texas 77375, via physical attendance and video/telephone participation/access.

A. Mayor Klein Quinn called the meeting of the Tomball City Council to order at 7:26 p.m.

**PRESENT**

- Council 1 John Ford
- Council 2 Mark Stoll
- Council 3 Dane Dunagin
- Council 4 Derek Townsend, Sr.
- Council 5 Randy Parr

**OTHERS PRESENT**

- City Manager – David Esquivel
- Assistant City Manager – Jessica Rogers
- City Secretary – Doris Speer
- Assistant City Secretary – Tracylynn Garcia
- City Attorney – Justin Pruitt
- Director of Community Development – Nathan Dietrich
- Director of Public Works – Drew Huffman
- Finance Director – Katherine Tapscott
- Police Chief – Jeff Bert
- Police Captain-Patrol – Brandon Patin
- Project Manager - Meagan Mageo

TEDC President Fagan called the special meeting of the Tomball Economic Development Corporation to order at 6:00 p.m.

**PRESENT:**

- TEDC President, Fagan
- TEDC Board Member Degges
- TEDC Board Member Bruce

TEDC Board Member Covington

OTHERS PRESENT (TEDC):

Executive Director-TEDC – Kelly Violette

B. No public comments were received.

C. New Business

1. Presentation regarding Economic Development Incentive Agreement with Costco Wholesale Corporation associated with the construction of a Costco retail facility and fueling station on approximately 25.88 acres of land situated at the northeast corner of the intersection of Holderrieth Road and State Highway 249 Frontage Road in the City of Tomball, Texas was given by Kelly Violette.
2. Mayor Klein Quinn called the TEDC Public Hearing to approve, as a Project of the Corporation, an Economic Development Incentive Agreement with Costco Wholesale Corporation, to promote new and expanded business development associated with the construction of a Costco retail facility and fueling station on approximately 25.88 acres of land situation at the northeast corner of the intersection of Holderrieth Road and State Highway 249 Frontage Road in the City of Tomball, Texas at 7:30 p.m.

Receiving no public comments, Mayor Klein Quinn closed the Public Hearing at 7:31 p.m.

Motion made by TEDC Board Member Degges, seconded by TEDC Board Member Bruce to approve as a project, an Economic Development Incentive Agreement with Costco Wholesale Corporation.

Motion carried unanimously.

3. Motion made by Council 3 Dunagin, Seconded by Council 4 Townsend, Sr., to approve, on First Reading, Resolution No. 2022-50-TEDC, a Resolution of the City Council of the City of Tomball, Texas Authorizing and Approving, as a Project of the Tomball Economic Development Corporation, an Economic Development Incentive between the City of Tomball (the “City”), Tomball Economic Development Corporation (the “TEDC”), and Costco Wholesale Corporation (“Costco”), to Expend Funds in Accordance with an Economic Development Incentive Agreement to promote new and expanded business development associated with the construction of a Costco retail facility and fueling station on approximately 25.88 acres of land situation at the northeast corner of the intersection of Holderrieth Road and State Highway 249 Frontage

Road in the City of Tomball, Texas; Containing other Provisions relating to the Subject; and Providing for Severability.

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr

Motion carried unanimously.

D. Adjournment

Motion made by Council 1 Ford, Seconded by Council 4 Townsend, Sr.  
Voting Yea: Council 1 Ford, Council 2 Stoll, Council 4 Townsend, Sr.

Motion carried unanimously, meeting adjourned at 7:34pm.

**CERTIFICATION**

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, City of Tomball, Texas, a place readily accessible to the general public at all times, on the 3rd day of November 2022 by 5:00 PM, and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Doris Speer, City Secretary, TRMC, MMC

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary’s office at (281) 290-1002 or FAX (281) 351-6256 for further information.  
AGENDAS MAY BE VIEWED ONLINE AT [www.ci.tomball.tx.us](http://www.ci.tomball.tx.us).

PASSED AND APPROVED this the 10 th day of January 2023.

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

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



# Regular Tomball EDC Agenda Item Data Sheet

Meeting Date: January 10, 2023

**Topic:**

Regular Tomball EDC Meeting of November 15, 2022

**Background:**

**Origination:** Kelly Violette, Executive Director

**Recommendation:**

Approval of the Minutes for the Meeting of November 15, 2022

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

**FUNDING (IF APPLICABLE)**

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

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

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

Signed \_\_\_\_\_  
Staff Member-TEDC Date

Approved by \_\_\_\_\_  
Executive Director-TEDC Date

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



**Tuesday, November 15, 2022  
5:30 PM**

Notice is hereby given of a meeting of the Tomball Economic Development Corporation, to be held on Tuesday, November 15, 2022 at 5:30 PM, City Hall, 401 Market Street, Tomball, TX 77375, for the purpose of considering the following agenda items. All agenda items are subject to action. The Tomball Economic Development Corporation reserves the right to meet in a closed session for consultation with attorney on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

**THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION OF THE CITY OF TOMBALL, TEXAS, WILL CONDUCT THE MEETING SCHEDULED FOR NOVEMBER 15, 2022, 5:30 PM, AT 401 MARKET STREET, TOMBALL, TEXAS, 77375. THIS MEETING AGENDA AND THE AGENDA PACKET ARE POSTED ONLINE AT:**

**[HTTPS://TOMBALLTX.GOV/ARCHIVE.ASPX?AMID=38](https://tomballtx.gov/archive.aspx?amid=38)**

**A RECORDING OF THE MEETING WILL BE MADE AND WILL BE AVAILABLE TO THE PUBLIC IN ACCORDANCE WITH THE OPEN MEETINGS ACT UPON WRITTEN REQUEST.**

The public toll-free dial-in numbers to participate in the telephonic meeting are any one of the following (dial by your location): +1 312 626 6799 US (Chicago); +1 646 876 9923 US (New York); +1 301 715 8592 US; +1 346 248 7799 US (Houston); +1 408 638 0968 US (San Jose); +1 669 900 6833 US (San Jose); or +1 253 215 8782 US (Tahoma) - Meeting ID: 852 5585 8941 Passcode: 073571. The public will be permitted to offer public comments telephonically, as provided by the agenda and as permitted by the presiding officer during the meeting.

**A. Call to Order**

President Fagan called the meeting to order at 5:31 p.m.

**PRESENT**

President Gretchen Fagan

Vice-President Steven Vaughan  
Secretary Bill Sumner  
Member Chad Degges  
Member Lisa Covington

ABSENT  
Treasurer Richard Bruce  
Member Clete Jaeger

OTHERS PRESENT

Kelly Violette  
Tiffani Wooten  
Tori Gleason  
McKayley Dannelley  
Kyle Bertrand  
Tom Condon  
Katherine Tapscott  
Ross Winkler  
Mark Stoll  
Cliff Repka  
Mrs. Repka  
Luisa Obando  
Jordyn Calhoun  
Kaela Olson (via Zoom)

B. Invocation

Board Member Degges led the invocation.

C. Pledges

Kelly Violette led the pledge of allegiance to both flags.

D. Public Comments and Receipt of Petitions; *[At this time, anyone will be allowed to speak on any matter other than personnel matters or matters under litigation, for length of time not to exceed three minutes. No Council/Board discussion or action may take place on a matter until such matter has been placed on an agenda and posted in accordance with law - GC, 551.042.]*

No public comments were received.

E. Reports and Announcements

F. Reports by TEDC Staff:

Kelly Violette provided an overview of the following:

1. International Economic Development Council – Economic Excellence Awards
2. Fall 2022 Quarterly Newsletter
3. 2022 Outlook Luncheon held October 4, 2022
4. 2022 Mix & Jingle Event – December 8<sup>th</sup> – 4:00 p.m. – 6:00 p.m. at Paradigm Brewing Company
5. The Retail Coach – Retail Report Update

G. Approval of Minutes

Motion made by Member Degges, Seconded by Secretary Sumner.

Voting Yea: Vice-President Vaughan, Secretary Sumner, Member Degges, Member Covington.

The motion carried unanimously.

6. Regular Tomball EDC Meeting of July 12, 2022
7. Special Tomball EDC Meeting of August 2, 2022
8. Special Joint Tomball EDC and Tomball City Council Meeting of August 15, 2022
9. Special Joint Tomball EDC and Tomball City Council Meeting of September 6, 2022

H. New Business

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

Motion made by Member Degges, Seconded by Secretary Sumner.

Voting Yea: Vice-President Vaughan, Secretary Sumner, Member Degges, Member Covington.

President: Gretchen Fagan

Vice President: Steven Vaughan

Secretary: Bill Sumner

Treasurer: Richard Bruce

The motion carried unanimously.

11. Presentation by Katherine Tapscott, Finance Director, regarding the Tomball EDC 2021-2022 Fiscal Year End financial statements.

Katherine Tapscott, Finance Director, provided an overview of the financial statements.

Presentation item only; no Board action required.

12. Consideration and possible action by Tomball EDC to amend the performance agreement with Jonah's Movers, LLC, which was approved by the TEDC Board at the Regular Board Meeting held July 13, 2021.

Motion made by Vice-President Vaughan, Seconded by Member Degges.

Voting Yea: Vice-President Vaughan, Secretary Sumner, Member Degges, Member Covington.

The motion carried unanimously.

13. Consideration and possible action by Tomball EDC to approve, as a Project of the Corporation, an agreement with Della Casa Pasta, LLC to make direct incentives to, or expenditures for, the creation or retention of primary jobs associated with the development of a food production facility, located at 1599 Hicks Street, Tomball, Texas 77375. The estimated amount of expenditures for such Project is \$16,077.00.

Public Hearing

President Fagan opened the public hearing at 5:55 p.m. No comments were received. Public hearing was closed at 5:55 p.m.

Motion made by Vice-President Vaughan, Seconded by Secretary Sumner.

Voting Yea: Vice-President Vaughan, Secretary Sumner, Member Degges, Member Covington.

The motion carried unanimously.

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 2023.”

Motion made by Secretary Sumner, Seconded by Vice-President Vaughan.

Voting Yea: Vice-President Vaughan, Secretary Sumner, Member Degges, Member Covington.

The motion carried unanimously.

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

Motion made by Member Degges, Seconded by Member Covington.

Voting Yea: Vice-President Vaughan, Secretary Sumner, Member Degges, Member Covington.

The motion carried unanimously.

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

Motion made by Member Degges, Seconded by Secretary Sumner.

Voting Yea: Vice-President Vaughan, Secretary Sumner, Member Degges, Member Covington.

The motion carried unanimously.

17. 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 551.071, - Consultation with the Attorney regarding a matter which the Attorney’s duty requires to be discussed in closed session.

The Tomball Economic Development Corporation Board of Directors recessed at 6:01 p.m.

18. 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 8:11 p.m.

19. Consideration and possible action by Tomball EDC to ratify approval of a commercial real estate contract – unimproved property between the Corporation as Seller and Charles G. Nickson and/or assigns and/or assigns as purchaser and authorize the execution of contracts and documentation by the EDC Executive Director relating to approximately 2.6727 acres of land identified as Lot 1 of the Tomball Business and Technology Park Section 2 Plat.

Motion made by Member Degges, Seconded by Secretary Sumner.

Voting Yea: Vice-President Vaughan, Secretary Sumner, Member Degges, Member Covington.

The motion carried unanimously.

20. Consideration and possible action by Tomball EDC to approve that one certain commercial real estate contract– unimproved property between the Corporation as Seller and Walsh Interests, Ltd. and/or assigns as purchaser and authorize the execution of contracts and documentation by the EDC Executive Director relating to approximately 18.2846 gross acres of land identified as Lot 8 of the Tomball Business and Technology Park Lots 4 and 8 Replat.

Motion made by Vice-President Vaughan, Seconded by Member Covington.

Voting Yea: Vice-President Vaughan, Secretary Sumner, Member Degges, Member Covington.

The motion carried unanimously.

21. Consideration and possible action by Tomball EDC to approve that one certain commercial real estate contract – unimproved property between the Corporation as Seller and West Woodland Business Park, LLC as purchaser and authorize the execution of contracts and documentation by the EDC Executive Director relating to approximately 0.6061 acres of land out of Lot 8 of the Tomball Business and Technology Park Lots 4 and 8 Replat.

Motion made by Secretary Sumner, Seconded by Member Covington.

Voting Yea: Vice-President Vaughan, Secretary Sumner, Member Degges, Member Covington.

The motion carried unanimously.

22. TEDC Quarterly update on 2022-2023 Strategic Work Plan.

Tiffani Wooten provided an overview.

Presentation item only; no Board action required.

I. Adjournment

Motion made by Member Degges, Seconded by Secretary Sumner.

Voting Yea: Vice-President Vaughan, Secretary Sumner, Member Degges, Member Covington.

The motion carried unanimously. Meeting adjourned at 8:23 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 11th day of NOVEMBER 2022 by 5:30 PM, and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Kelly Violette  
Executive Director



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

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

PASSED AND APPROVED this the 10 th day of January 2023.

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

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

# Regular Tomball EDC

## Agenda Item

### Data Sheet

Meeting Date: January 10, 2023

#### Topic:

Consideration and possible action by Tomball EDC to approve, as a Project of the Corporation, an agreement with STUDIO a28 to make direct incentives to, or expenditures for, rental assistance for new or expanded business enterprise to be located at 1431 Graham Drive, Suite 212 and 213, Tomball, Texas 77375. The estimated amount of expenditures for such Project is \$4,063.00.

- Public Hearing

#### Background:

The Tomball Economic Development Corporation has received a request from Amber Slaughter, Principle and Creative Director of STUDIO a28, for funding assistance through the TEDC's Rental Incentive Program.

STUDIO a28 is a female owned and operated hospitality interior design studio that provides interior design and consulting services. Per the request letter, the company has completed projects both locally (Paradigm Brewing Co. and Small Cakes Cupcakery) and spanning across the county from Hawaii to Florida.

The company has been in business since February 2020 and operates out of a work-from-home model. With their growing project load and client base, they are ready to expand into a more central location.

The proposed location is 400 square foot lease space located within The Field (the old Bank of America building) at 1431 Graham Drive.

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

The lease agreement that was submitted in conjunction with the request letter shows a three-year lease commitment with a monthly rent amount of \$1,300.00 for the first 10 months and \$1,625.00 for the remainder of the lease. The proposed grant amount is \$4,063.00, payable after the first year of operation based on landlord verification of rents paid and meeting the performance agreement criteria.

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

**Origination:** Amber Slaughter, Principle and Creative Director, STUDIO a28, LLC

**Recommendation: Staff recommends approval of the proposed Performance Agreement with STUDIO a28, 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: \_\_\_\_\_ No: \_\_\_\_\_ If yes, specify Account Number: #Project Grants

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

Signed \_\_\_\_\_  
Staff Member-TEDC Date

Approved by \_\_\_\_\_  
Executive Director-TEDC Date

## STUDIO a28, LLC

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### *Hospitality Interior Design Studio*

14090 FM 2920 Rd., Suite G115, Tomball, TX 77377 (Mail Box)  
 15311 Hunters Bend Drive, Tomball, TX 77377 (Registered Business Address)  
 Phone: 832.353.1741 | Web: [www.studioa28.com](http://www.studioa28.com)

December 7, 2022

Tiffani Wooten, CEcD  
 Assistant Director  
 Tomball Economic Development Corporation

Dear Tiffani,

STUDIO a28 is a female-owned and operated hospitality interior design studio consulting for restaurant, hotel, and real estate developers both locally and nation-wide. We provide full-service interior design services starting from the concept design phase to the full interior design package, delivering concise construction documents, and following through construction completion. We focus on crafting authentic, innovative, and effective design solutions to all our clients. With our creative and collaborative approach, we design every project with custom detail and successfully manage each project with distinct precision. The studio has been in business since February 2020 and has grown rapidly by retaining current clients that have provided new and continued work, along with acquiring new clients through word of mouth and networking, all based on our strong reputation we established within the industry. We recently completed and have current projects both locally and spanning across the country from Hawaii to Florida. The local design projects completed (or currently designing), are Paradigm Brewing Co. (Tomball), Smallcakes Cupcakery (Tomball - on 2920), Sawyer Park Icehouse (Spring), Wakefield Crow Bar (Houston), Nacho Padres (The Woodlands – currently in design) and the list goes on. Our hotel project portfolio includes numerous brands within Marriott, Hilton, IHG, Starwood, Disney, and boutique hotel properties.

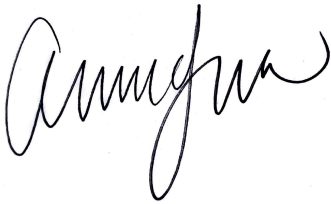
Our current work environment is a work-from-home model, however, with our growing project load and client base, we feel the need for a more collaborative work environment where our design materials library and workspaces are in a central location. This will allow us to better serve our existing client base as well as become an active participant in the Tomball community and further grow our clientele. This new office space will also allow us to host client meetings and presentations, networking events and retain permanent employees in a professional office setting. These types of meetings and events would bring out-of-town guests to the Tomball community allowing them to explore potential future investment opportunities, partake in dining and lodging experiences and shop at local retailers.

With the help of our commercial real estate agent, we found an office space setting with approximately 400SF that fits perfectly within our current business needs, with the option to capture additional square footage directly adjacent as we continue to grow. This office space is located at The Field on 1431 Graham Drive, second floor. The 400 square feet will allow us to house our design library, along with 4 employee desk stations.

We are fully funding the initial expenses of the move, along with purchasing new computer equipment, software, desks, chairs, shelving units for the design library and office supplies. We are requesting assistance from the Tomball EDC to offset some of the expenses which will allow us to continue provide employee salaries and further enhance opportunities to provide additional employee benefits. Retaining loyal, productive and professional employees is key to success, especially in the world we operate in today. This financial assistant would help alleviate some moving and leasing expenses, will considerably assist us with giving back to our employees, which in turn gives back to our clients, and ultimately the Tomball community with innovative and entertaining restaurant and hotel experiences for everyone to enjoy!

Thank you very much for your thoughtful consideration and we look forward to hearing back from your team.

Sincerely,



Amber Slaughter

STUDIO a28 | **Principal + Creative Director** | RID, NCIDQ  
**Main:** 832.353.1741 | **Direct:** 832.353.1742 | **Cell:** 281.851.8136  
**E:** [amber@studioa28.com](mailto:amber@studioa28.com) | **W:** [www.studioa28.com](http://www.studioa28.com)  
**M:** 14090 FM 2920 Rd., Suite G115, Tomball, TX 77377

## THE FIELD LEASE

This Lease is between Headquarters Too, LLC, a Texas limited liability company, as landlord (“Us” or “We”), and Studio A28 LLC as tenant (“You” or “Your”). We agree to lease to You space number 212 and 213 (“Your Space”) at 1431 Graham Drive, Tomball, TX, 77375, which we affectionately call “The Field”. Here’s the deal:

1. We will lease Your Space to You for a term of 12 months, commencing in 2023, exact date to be determined. The rent for Your Space will be as follows:

February and March \$0.00 per month

\$1300.00 per month, each and every month (“Your Rent”), Year 1

\$1625.00 per month, each and every month (“Your Rent”). Year 2-3

Your Rent shall be payable on the first day of each month. If you don’t pay Your Rent by the fifth (5th) of the month, We will charge You a late fee equal to 5% of Your Rent. We use that money for Happy Hour.

2. Your Space is as-is. Your Space can accommodate 5 people, not counting dogs or children who can sit in your lap. We will give You 5 fobs but Your Space cannot have more than 1 workstations, and generally no more than 5 people working at a time in Your Space. Our Secret Service agent will tell us when you try to sneak one past us, he's very connected.
3. We think that Your Space (at least right now) and The Field, in general, are in pretty good shape. We will try to keep it that way. You agree to keep Your Space in pretty much the same condition it is now. At the end of Your Lease, You agree to give us back Your Space in as good condition as when You received it, except for the normal stuff that happens. We agree to maintain The Fields’ common areas, such as sidewalks, driveways, lawns and shrubbery.
4. You cannot make any alterations, additions, or improvements to Your Space without getting Us to agree, in advance, to the change. For example, no Camo, it’s overdone and no Tie Dye, it was never a good look.
5. You have to comply with all the laws that apply to You and Your operations. We all do.
6. We just want to deal with You. You cannot sublease Your Space or assign Your Lease.



7. Your Lease is a gross lease, which means Your Rent includes all utilities, except phone.
8. Here's the real legal part. To the extent of the law, We shall not be liable for any damage or injury to You or any other person, or to any property, occurring in Your Space or any part of Your Space except to the extent caused by Our gross negligence or willful misconduct. You agree to indemnify and hold Us harmless from any claims for damages, which arise in connection with any such occurrence. This indemnification shall include indemnity from any costs or fee, which We may incur in defending said claim. Be sure to have Your insurance company review this language. M'kay?
9. You will need to get public liability insurance including bodily injury and property damage insuring both Us and You with minimum coverage of at least \$1million. You will need to get Us a Certificate of Insurance which names Us as an additional insured and can't be cancelled or modified without first giving Us 30 days written notice. BTW, to the maximum extent we can, we agree to waive any and all rights of subrogation which might otherwise exist against the other.
10. In the unlikely (highly unlikely) event that Your Space or any part of The Field is taken by eminent domain (condemned, in other words), Your Lease may be terminated by Us. Here's the important part... We get all of the award for the taking. Of course, You can file a claim for any taking of fixtures and improvements that You own, but You can't have any of Our money.
11. In the more likely event of a partial destruction of The Field or Your Space, We will repair the damage if the repairs can be made within sixty (60) days, and We get enough insurance money. During that repair period, We will reduce Your Rent to compensate you for the portion of The Field or Your Space that You cannot use. If the repairs cannot be made within sixty (60) days or We don't get enough insurance money, then either of us may terminate Your Lease.
12. Now Here's the Bad Part. If You don't pay Your Rent, or You fail to do all of the other things you agreed to in Your Lease, then We will give you a written notice which will give You ten (10) days to fix the problem. If You don't, then We will have the right to terminate Your Lease. If We terminate Your Lease, You will give us back Your Space and leave the building.



No whining.

13. On the signing of this lease You gave us the sum of \$1300.00 as security for the performance of Your obligations under Your Lease. If things go well, You will get it back at the end of Your Lease. If, on the other hand, You don't pay Your rent or you fail to do all of the other things You agreed to do under Your Lease, We can use the money to cure those problems You created. Sound Fair?
14. If one of us decides to sue the other over something having to do with Your Lease, the one who wins shall be entitled to recover from the loser all costs incurred in connection with such lawsuit, including reasonable attorney's fees. Can you define oxymoron?
15. Just because one of us fails or decides not to enforce a particular provision of Your Lease at some time, doesn't mean we can't do it later.
16. If We have to get ahold of You at any time, We can use the email address by your signature below.
17. We can assign Your Lease in connection with the sale or refinancing of The Field. Also, Your Lease is subordinate to any existing (and future for that matter) liens that We place on the building and land on which Headquarters is located.
18. No less than sixty (60) days from the expiration of Your Lease, You'll need to spend some time listening to The Clash's "Should I Stay or Should I Go" and let Us know what moves You about that song and, if You will, in fact, be staying or going. If you decide to Stay, you have the right to renew annually, at Market Rate, for the following year.





19. Yes, of course We have some rules and regulations that We like to call helpful information. They are attached and not very tough. If You do not follow the rules, then You are in violation of Your Lease.

20. That's the whole agreement between us, really.

**You: Studio A28, LLC**

**Us: Headquarters Too LLC**

Sign: \_\_\_\_\_

Sign: \_\_\_\_\_

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

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

Email: \_\_\_\_\_

Email: \_\_\_\_\_

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

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

**Exhibit A**

First Right of Refusal

You will have the First Right of Refusal on suite 211 for 2 years at \$650 per month. Your first right of refusal will expire December 31, 2024.



**AGREEMENT**

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

This Agreement (the “Agreement”) is made and entered into by and between the **Tomball Economic Development Corporation**, an industrial development corporation created pursuant to Tex. Rev. Civ. Stat. Ann. Art. 5190.6, Section 4B, located in Harris County, Texas (the “TEDC”), and **STUDIO a28, LLC** (the “Company”), 15311 Hunters Bend Drive, Tomball, TX 77377

**WITNESSETH:**

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

**WHEREAS**, the Company proposes to lease a 400 square foot existing office space located at 1431 Graham Drive, Suite 212 and 213, Tomball, Texas 77375 (the “Property”), and more particularly described in Exhibit “A,” attached hereto and made a part hereof; and

**WHEREAS**, the Company currently provides interior design studio consulting and services and proposes to expand its business operations by opening a full-service interior design studio at the Property; and

**WHEREAS**, the Company proposes to create four (4) full-time jobs in Tomball in conjunction with the new location; and

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

to exceed Four Thousand Sixty-Three Dollars (\$4,063.00), in accordance with an established Rental Assistance Incentive; and

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

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

1.

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

2.

The Company also covenants and agrees that construction of the Improvements, the addition of the Four (4) new employees, and obtaining all necessary occupancy permits from the City shall occur within twelve (12) months from the Effective Date of this Agreement. Extensions of these deadlines, due to any extenuating circumstance or uncontrollable delay, may be granted at the sole discretion of the Board of Directors of the TEDC.

3.

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

4.

In consideration of the Company's representations, promises, and covenants, TEDC agrees to grant to the Company an amount equal to twenty-five percent (25%) of the base monthly rent for the first 12 consecutive months of operation not to exceed Four Thousand Sixty-Three Dollars (\$4,063.00). The TEDC agrees to distribute such funds to the Company within thirty (30) days of receipt of a letter from the Company requesting such payment, which letter shall also include: (a) a copy of the City's occupancy permit for the Property; (b) proof that the Company has added the number of employees indicated above to its business operations on the Property, as evidenced by copies of Texas Workforce Commission form C-3 or Internal Revenue Service Form 941; and, (c) an affidavit from the landlord of the Property stating that all rents have been paid in accordance with the terms of the lease agreement for the first twelve consecutive months of operation.

5.

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

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

## 6.

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

## 7.

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

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

If to Company: STUDIO a28, LLC  
15311 Hunters Bend Drive  
Tomball, TX 77377  
Attn: Amber Slaughter, Principle and Creative Director

8.

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

9.

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

10.

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

11.

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

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the parties on this \_\_\_\_\_ day of \_\_\_\_\_ 2023 (the "Effective Date").

**STUDIO a28, LLC**

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

Name: Amber Slaughter

Title: Principle and Creative Director

ATTEST:

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

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

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

**TOMBALL ECONOMIC DEVELOPMENT CORPORATION**

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

Name: Gretchen Fagan

Title: President, Board of Directors

ATTEST:

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

Name: Bill Sumner Jr.

Title: Secretary, Board of Directors

**ACKNOWLEDGMENT**

THE STATE OF TEXAS    §  
  §  
COUNTY OF HARRIS    §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_ 2023, by Amber Slaughter, Principal and Creative Director of STUDIO a28, 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 \_10th\_ day of \_\_January\_\_ 2023, by Gretchen Fagan, President of the Board of Directors of the Tomball Economic Development Corporation, for and on behalf of said Corporation.

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

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

(SEAL)



**Exhibit “A”**

**Legal Description of Property**

**Legal Description:** A TRACT OR PARCEL CONTAINING 3.749 ACRES OR 163,311 SQUARE FEET OF LAND SITUATED IN THE J.M. HOOPER SURVEY, ABSTRACT NUMBER (NO.) 375 AND W. HURD SURVEY, ABSTRACT 378, HARRIS COUNTY, TEXAS, BEING ALL OF A CALLED 3.7512 ACRE TRACT AS DESCRIBED IN DEED TO GRAHAM ROAD INVESTMENTS, LTD AS RECORDED UNDER HARRIS COUNTY CLERK’S FILE (H.C.C.F.) NO V494896, WITH SAID 0.0000 ACRE TRACT BEING MORE PARTICULARLY COORDINATE SYSTEM SOUTH CENTRAL ZONE (NAD82):

Headquarters Too, LLC Building

Property Address: 1431 Graham Road, Suite 212 & 213, Tomball, TX 77375

DRAFT



Signed \_\_\_\_\_  
Staff Member-TEDC                      Date

Approved by \_\_\_\_\_  
Executive Director-TEDC                      Date



December 15<sup>th</sup>, 2022

Ms. Tiffani Wooten

Assistant Director  
Tomball Economic Development Corporation

Dear Tiffani:

Persimmon Global Logistics is requesting funding help from TEDC to assist with our proposed expansion. PGL has an opportunity to attack the green coffee Houston warehousing market. This market stores on average on any given day 850,000 bags of green coffee (approx. 128 million lbs.) Our 11,250 sq ft building expansion would capture part of this market with a share of 12,000 bags of green coffee to be bounded and stored safely under special conditions. This warehousing and Handling capacity (The vast majority of the operations are in Houston) would leverage the Port of Houston that is one of the 6 major US ports to handle coffee in high volumes. By establishing our operation in Tomball, the city would get notice from major green coffee traders around the world such as Antwerp and Hamburg.

To meet the green coffee warehousing standard expectations, special conditions are required, the right equipment and personnel, the right type and size of building, and ventilation. We would need help from TEDC to achieve and fund these special conditions. Furthermore, this expansion, would benefit Tomball as to be on the world map for the green coffee trading.

Port of Houston has been expanding operations in the last few years; therefore, we did establish PGL in 2018 to help Copan Trade operations to expand. Copan Trade has been in Tomball for 20 Years, and we are blessed to have the TDEC to help support us on the business expansion.

As I write this letter, PGL will be employing up to five employees and this expansion will be adding \$175,000 in additional Revenues for 2023.

Hopefully the TEDC will help fund this project. If you need any further information, please contact me at the number below.

Sincerely,

*Sheri Dunaway*

General Managing Partner

## Scenario 4 with Client Data

**Project Type:** New Construction - Industrial

**Industry:** Food

**Prepared By:** Tomball EDC

## Purpose & Limitations

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

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

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

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

## Introduction

This report presents the results of an economic impact analysis performed using Impact DashBoard, a model developed by Impact DataSource. The report estimates the impact that a potential project will have on the local economy and estimates the costs and benefits for local taxing districts over a 5-year period.

## Economic Impact Overview

The table below summarizes the economic impact of the project over the first 5 years in terms of job creation, salaries paid to workers, and taxable sales.

| SUMMARY OF ECONOMIC IMPACT OVER 5 YEARS IN CITY OF TOMBALL |             |          |                    |
|--|-------------|----------|--------------------|
| IMPACT   | DIRECT      | SPIN-OFF | TOTAL              |
| Jobs   | 5.0         | 0        | <b>5.0</b>         |
| Annual Salaries/Wages at Full Ops (Yr 2)                   | \$234,600   | \$0      | <b>\$234,600</b>   |
| Salaries/Wages over 5 Years                                | \$1,104,929 | \$0      | <b>\$1,104,929</b> |
| Taxable Sales/Purchases in City of Tomball                 | \$1,364,921 | \$0      | <b>\$1,364,921</b> |

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 5 YEARS IN CITY OF TOMBALL |        |          |            |
|--|--------|----------|------------|
| IMPACT   | DIRECT | SPIN-OFF | TOTAL      |
| Workers who will move to City of Tomball                     | 0.1    | 0        | <b>0.1</b> |
| New residents in City of Tomball                             | 0.4    | 0        | <b>0.4</b> |
| New residential properties constructed in City of Tomball    | 0.0    | 0        | <b>0.0</b> |
| New students to attend local school district                 | 0.1    | 0        | <b>0.1</b> |

Totals may not sum due to rounding

The new taxable property to be supported by the Project over the next 5 years is summarized in the following table.

Item 4.

**SUMMARY OF TAXABLE PROPERTY OVER THE FIRST 5 YEARS IN CITY OF TOMBALL**

| YR. | NEW RESIDENTIAL PROPERTY | LAND | BUILDINGS... | FF&E     | INVENTORIES | NON-RESIDENTIAL PROPERTY | TOTAL PROPERTY     |
|-----|--------------------------|------|--------------|----------|-------------|--------------------------|--------------------|
| 1   | \$2,572                  | \$0  | \$1,200,000  | \$30,000 | \$0         | \$1,230,000              | <b>\$1,232,572</b> |
| 2   | \$4,373                  | \$0  | \$1,224,000  | \$27,000 | \$0         | \$1,251,000              | <b>\$1,255,373</b> |
| 3   | \$4,460                  | \$0  | \$1,248,480  | \$24,000 | \$0         | \$1,272,480              | <b>\$1,276,940</b> |
| 4   | \$4,549                  | \$0  | \$1,273,450  | \$21,000 | \$0         | \$1,294,450              | <b>\$1,298,999</b> |
| 5   | \$4,640                  | \$0  | \$1,298,919  | \$18,000 | \$0         | \$1,316,919              | <b>\$1,321,559</b> |

**Fiscal Impact Overview**

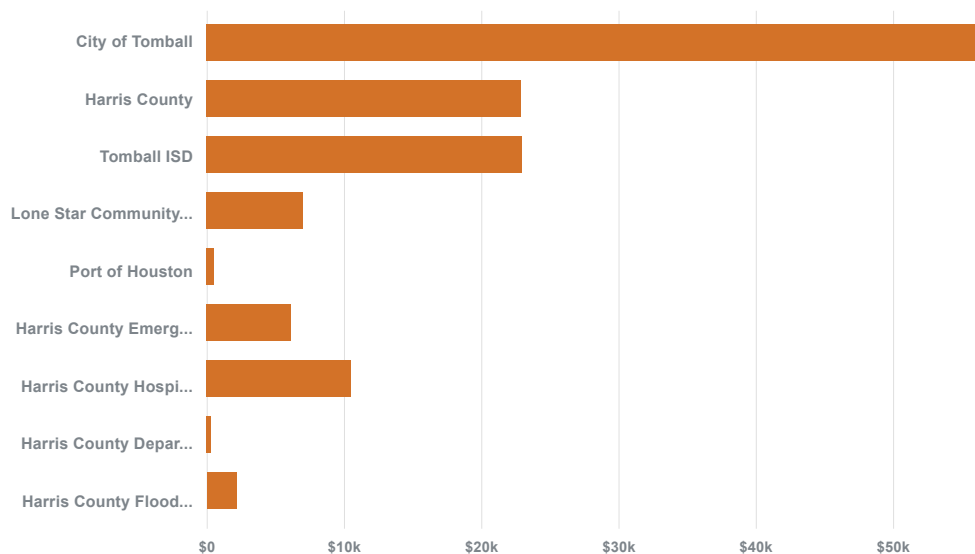
The Project will generate additional benefits and costs, a summary of which is provided below. The source of specific benefits and costs are provided in greater detail for each taxing district on subsequent pages.

**FISCAL NET BENEFITS OVER THE NEXT 5 YEARS**

|   | BENEFITS         | COSTS             | NET BENEFITS     | PRESENT VALUE*   |
|---|------------------|-------------------|------------------|------------------|
| City of Tomball                             | \$78,875         | (\$22,475)        | \$56,400         | \$50,093         |
| Harris County                               | \$26,163         | (\$3,262)         | \$22,901         | \$19,806         |
| Tomball ISD                                 | \$81,494         | (\$58,537)        | \$22,957         | \$19,843         |
| Lone Star Community College                 | \$7,008          | \$0               | \$7,008          | \$6,057          |
| Port of Houston                             | \$567            | \$0               | \$567            | \$490            |
| Harris County Emergency Services District 8 | \$6,127          | \$0               | \$6,127          | \$5,295          |
| Harris County Hospital District             | \$10,545         | \$0               | \$10,545         | \$9,114          |
| Harris County Department of Education       | \$324            | \$0               | \$324            | \$280            |
| Harris County Flood Control                 | \$2,177          | \$0               | \$2,177          | \$1,882          |
| <b>Total</b>                                | <b>\$213,281</b> | <b>(\$84,274)</b> | <b>\$129,007</b> | <b>\$112,860</b> |

\*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.

**Net Benefits Over the Next 5 Years**



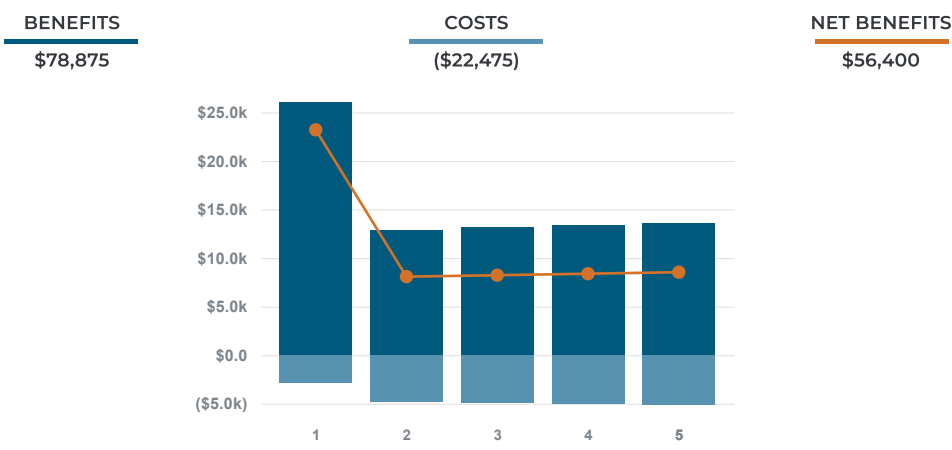
A summary of the total Public Support modeled in this analysis is shown below.

| VALUE OF PUBLIC SUPPORT UNDER CONSIDERATION |                   |                 |
|---|-------------------|-----------------|
|   | NON-TAX INCENTIVE | TOTAL           |
| City of Tomball                             | \$16,920          | \$16,920        |
| Harris County                               | \$0               | \$0             |
| Tomball ISD                                 | \$0               | \$0             |
| Lone Star Community College                 | \$0               | \$0             |
| Port of Houston                             | \$0               | \$0             |
| Harris County Emergency Services District 8 | \$0               | \$0             |
| Harris County Hospital District             | \$0               | \$0             |
| Harris County Department of Education       | \$0               | \$0             |
| Harris County Flood Control                 | \$0               | \$0             |
| <b>Total</b>                                | <b>\$16,920</b>   | <b>\$16,920</b> |

The table below displays the estimated additional benefits, costs, and net benefits to be received by City of Tomball over the next 5 years of the Project.

| NET BENEFITS OVER 5 YEARS: CITY OF TOMBALL |                   |                  |                   |
|--|-------------------|------------------|-------------------|
| BENEFITS                                   | PROJECT           | HOUSEHOLDS       | TOTAL             |
| Sales Taxes                                | \$27,022          | \$276            | \$27,298          |
| Real Property Taxes                        | \$20,817          | \$0              | \$20,817          |
| FF&E Property Taxes                        | \$400             | \$0              | \$400             |
| Inventory Property Taxes                   | \$0               | \$0              | \$0               |
| New Residential Property Taxes             | \$0               | \$69             | \$69              |
| Hotel Occupancy Taxes                      | \$228             | \$0              | \$228             |
| Building Permits and Fees                  | \$9,000           | \$0              | \$9,000           |
| Utility Revenue                            | \$14,941          | \$1,037          | \$15,978          |
| Utility Franchise Fees                     | \$937             | \$65             | \$1,002           |
| Miscellaneous Taxes and User Fees          | \$3,819           | \$265            | \$4,084           |
| <b>Benefits Subtotal</b>                   | <b>\$77,163</b>   | <b>\$1,712</b>   | <b>\$78,875</b>   |
| COSTS                                      | PROJECT           | HOUSEHOLDS       | TOTAL             |
| Cost of Government Services                | (\$5,789)         | (\$401)          | (\$6,190)         |
| Cost of Utility Services                   | (\$15,229)        | (\$1,056)        | (\$16,285)        |
| <b>Costs Subtotal</b>                      | <b>(\$21,018)</b> | <b>(\$1,457)</b> | <b>(\$22,475)</b> |
| <b>Net Benefits</b>                        | <b>\$56,145</b>   | <b>\$255</b>     | <b>\$56,400</b>   |

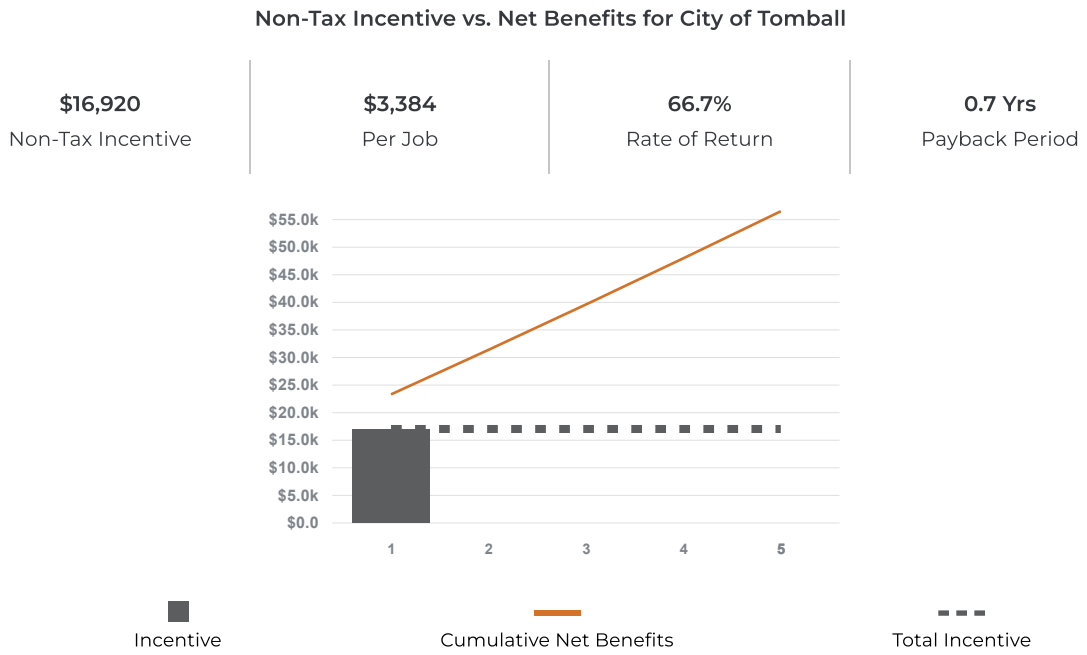
Annual Fiscal Net Benefits for City of Tomball





**Non-Tax Incentives**

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



The table below displays the estimated additional benefits, costs, and net benefits to be received by Harris County over the next 5 years of the Project.

| NET BENEFITS OVER 5 YEARS: HARRIS COUNTY |                  |                  |                  |
|--|------------------|------------------|------------------|
| BENEFITS                                 | PROJECT          | HOUSEHOLDS       | TOTAL            |
| Real Property Taxes                      | \$23,539         | \$0              | \$23,539         |
| FF&E Property Taxes                      | \$452            | \$0              | \$452            |
| Inventory Property Taxes                 | \$0              | \$0              | \$0              |
| New Residential Property Taxes           | \$0              | \$513            | \$513            |
| Hotel Occupancy Taxes                    | \$65             | \$0              | \$65             |
| Miscellaneous Taxes and User Fees        | \$985            | \$609            | \$1,594          |
| <b>Benefits Subtotal</b>                 | <b>\$25,041</b>  | <b>\$1,122</b>   | <b>\$26,163</b>  |
| COSTS                                    | PROJECT          | HOUSEHOLDS       | TOTAL            |
| Cost of Government Services              | (\$2,018)        | (\$1,245)        | (\$3,262)        |
| <b>Costs Subtotal</b>                    | <b>(\$2,018)</b> | <b>(\$1,245)</b> | <b>(\$3,262)</b> |
| <b>Net Benefits</b>                      | <b>\$23,023</b>  | <b>(\$122)</b>   | <b>\$22,901</b>  |

Annual Fiscal Net Benefits for Harris County



The table below displays the estimated additional benefits, costs, and net benefits to be received by Tomball ISD over the next 5 years of the Project.

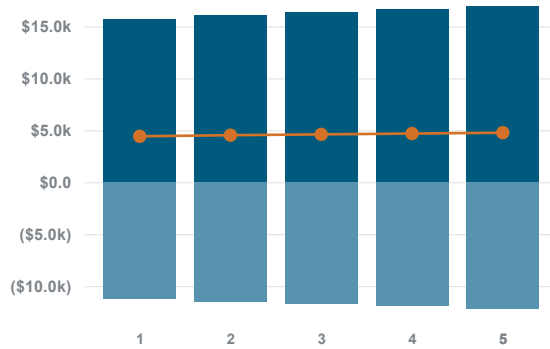
| NET BENEFITS OVER 5 YEARS: TOMBALL ISD |                   |                  |                   |
|--|-------------------|------------------|-------------------|
| BENEFITS                               | PROJECT           | HOUSEHOLDS       | TOTAL             |
| Real Property Taxes                    | \$78,061          | \$0              | \$78,061          |
| FF&E Property Taxes                    | \$1,500           | \$0              | \$1,500           |
| Inventory Property Taxes               | \$0               | \$0              | \$0               |
| New Residential Property Taxes         | \$0               | \$855            | \$855             |
| Addtl. State & Federal School Funding  | \$0               | \$1,079          | \$1,079           |
| <b>Benefits Subtotal</b>               | <b>\$79,561</b>   | <b>\$1,934</b>   | <b>\$81,494</b>   |
| COSTS                                  | PROJECT           | HOUSEHOLDS       | TOTAL             |
| Cost to Educate New Students           | \$0               | (\$960)          | (\$960)           |
| Reduction in State School Funding      | (\$56,965)        | (\$612)          | (\$57,577)        |
| <b>Costs Subtotal</b>                  | <b>(\$56,965)</b> | <b>(\$1,572)</b> | <b>(\$58,537)</b> |
| <b>Net Benefits</b>                    | <b>\$22,595</b>   | <b>\$362</b>     | <b>\$22,957</b>   |

Annual Fiscal Net Benefits for Tomball ISD

**BENEFITS**  
\$81,494

**COSTS**  
(\$58,537)

**NET BENEFITS**  
\$22,957

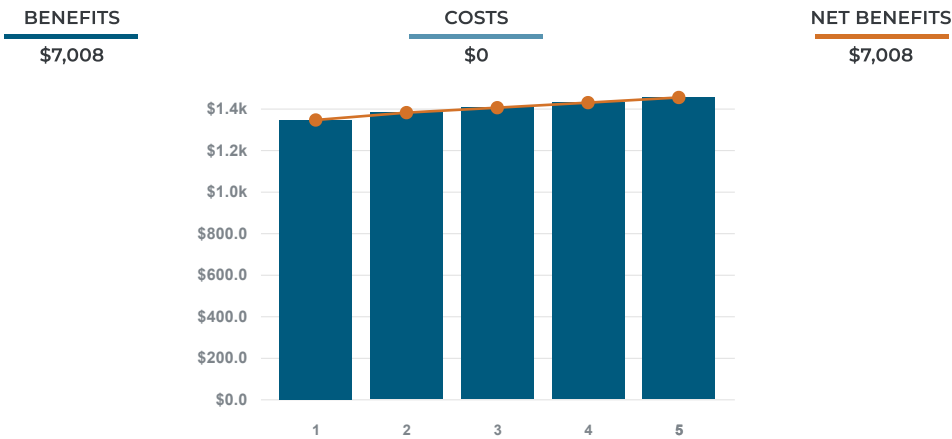


The table below displays the estimated additional benefits, costs, and net benefits to be received by Lone Star Community College over the next 5 years of the Project.

NET BENEFITS OVER 5 YEARS: LONE STAR COMMUNITY COLLEGE

| BENEFITS                       | PROJECT        | HOUSEHOLDS   | TOTAL          |
|--------------------------------|----------------|--------------|----------------|
| Real Property Taxes            | \$6,732        | \$0          | \$6,732        |
| FF&E Property Taxes            | \$129          | \$0          | \$129          |
| Inventory Property Taxes       | \$0            | \$0          | \$0            |
| New Residential Property Taxes | \$0            | \$147        | \$147          |
| <b>Benefits Subtotal</b>       | <b>\$6,861</b> | <b>\$147</b> | <b>\$7,008</b> |
| COSTS                          | PROJECT        | HOUSEHOLDS   | TOTAL          |
| None Estimated                 | \$0            | \$0          | \$0            |
| <b>Costs Subtotal</b>          | <b>\$0</b>     | <b>\$0</b>   | <b>\$0</b>     |
| <b>Net Benefits</b>            | <b>\$6,861</b> | <b>\$147</b> | <b>\$7,008</b> |

Annual Fiscal Net Benefits for Lone Star Community College



The table below displays the estimated additional benefits, costs, and net benefits to be received by Port of Houston over the next 5 years of the Project.

| NET BENEFITS OVER 5 YEARS: PORT OF HOUSTON |              |             |              |
|--|--------------|-------------|--------------|
| BENEFITS                                   | PROJECT      | HOUSEHOLDS  | TOTAL        |
| Real Property Taxes                        | \$545        | \$0         | \$545        |
| FF&E Property Taxes                        | \$10         | \$0         | \$10         |
| Inventory Property Taxes                   | \$0          | \$0         | \$0          |
| New Residential Property Taxes             | \$0          | \$12        | \$12         |
| <b>Benefits Subtotal</b>                   | <b>\$555</b> | <b>\$12</b> | <b>\$567</b> |
| COSTS                                      | PROJECT      | HOUSEHOLDS  | TOTAL        |
| None Estimated                             | \$0          | \$0         | \$0          |
| <b>Costs Subtotal</b>                      | <b>\$0</b>   | <b>\$0</b>  | <b>\$0</b>   |
| <b>Net Benefits</b>                        | <b>\$555</b> | <b>\$12</b> | <b>\$567</b> |

Annual Fiscal Net Benefits for Port of Houston

BENEFITS

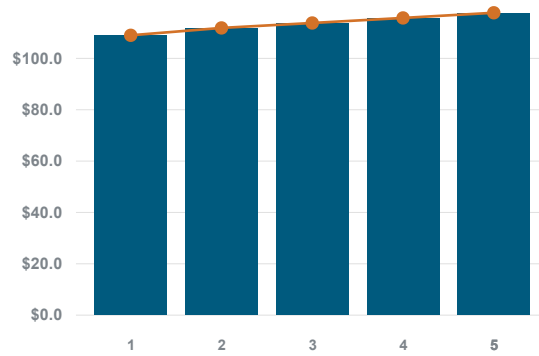
\$567

COSTS

\$0

NET BENEFITS

\$567



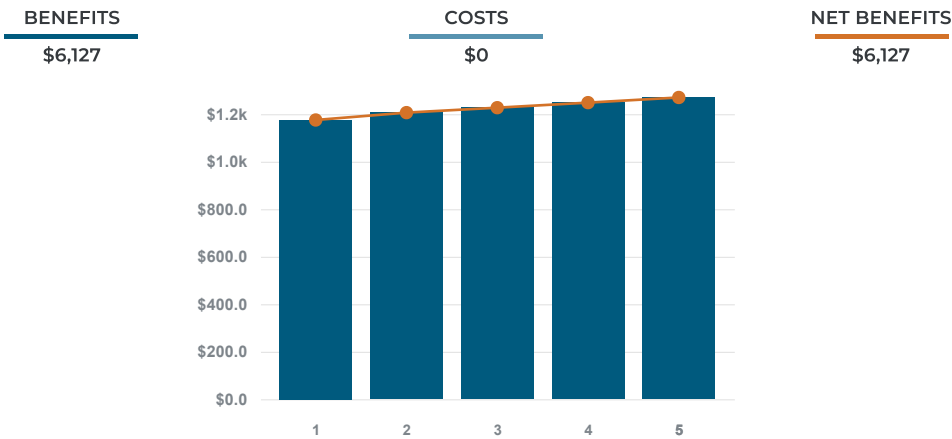
# Harris County Emergency Services District 8 Fiscal Impact

Item 4.

The table below displays the estimated additional benefits, costs, and net benefits to be received by Harris County Emergency Services District 8 over the next 5 years of the Project.

| NET BENEFITS OVER 5 YEARS: HARRIS COUNTY EMERGENCY SERVICES DISTRICT 8 |                |              |                |
|--|----------------|--------------|----------------|
| BENEFITS   | PROJECT        | HOUSEHOLDS   | TOTAL          |
| Real Property Taxes  | \$5,885        | \$0          | \$5,885        |
| FF&E Property Taxes  | \$113          | \$0          | \$113          |
| Inventory Property Taxes   | \$0            | \$0          | \$0            |
| New Residential Property Taxes   | \$0            | \$128        | \$128          |
| <b>Benefits Subtotal</b>   | <b>\$5,999</b> | <b>\$128</b> | <b>\$6,127</b> |
| COSTS  | PROJECT        | HOUSEHOLDS   | TOTAL          |
| None Estimated   | \$0            | \$0          | \$0            |
| <b>Costs Subtotal</b>  | <b>\$0</b>     | <b>\$0</b>   | <b>\$0</b>     |
| <b>Net Benefits</b>  | <b>\$5,999</b> | <b>\$128</b> | <b>\$6,127</b> |

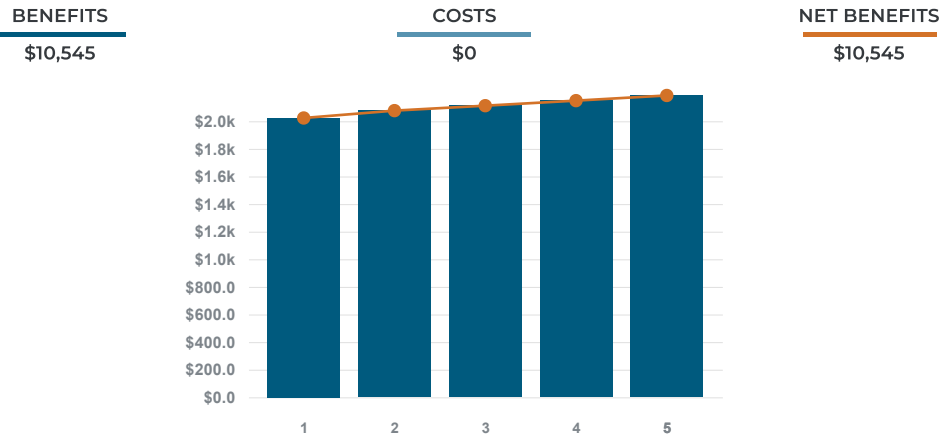
Annual Fiscal Net Benefits for Harris County Emergency Services District 8



The table below displays the estimated additional benefits, costs, and net benefits to be received by Harris County Hospital District over the next 5 years of the Project.

| NET BENEFITS OVER 5 YEARS: HARRIS COUNTY HOSPITAL DISTRICT |                 |              |                 |
|--|-----------------|--------------|-----------------|
| BENEFITS   | PROJECT         | HOUSEHOLDS   | TOTAL           |
| Real Property Taxes  | \$10,130        | \$0          | \$10,130        |
| FF&E Property Taxes  | \$195           | \$0          | \$195           |
| Inventory Property Taxes                                   | \$0             | \$0          | \$0             |
| New Residential Property Taxes                             | \$0             | \$221        | \$221           |
| <b>Benefits Subtotal</b>                                   | <b>\$10,324</b> | <b>\$221</b> | <b>\$10,545</b> |
| COSTS  | PROJECT         | HOUSEHOLDS   | TOTAL           |
| None Estimated   | \$0             | \$0          | \$0             |
| <b>Costs Subtotal</b>                                      | <b>\$0</b>      | <b>\$0</b>   | <b>\$0</b>      |
| <b>Net Benefits</b>  | <b>\$10,324</b> | <b>\$221</b> | <b>\$10,545</b> |

Annual Fiscal Net Benefits for Harris County Hospital District



The table below displays the estimated additional benefits, costs, and net benefits to be received by Harris County Department of Education over the next 5 years of the Project.

| NET BENEFITS OVER 5 YEARS: HARRIS COUNTY DEPARTMENT OF EDUCATION |              |            |              |
|--|--------------|------------|--------------|
| BENEFITS   | PROJECT      | HOUSEHOLDS | TOTAL        |
| Real Property Taxes  | \$312        | \$0        | \$312        |
| FF&E Property Taxes  | \$6          | \$0        | \$6          |
| Inventory Property Taxes   | \$0          | \$0        | \$0          |
| New Residential Property Taxes                                   | \$0          | \$7        | \$7          |
| <b>Benefits Subtotal</b>   | <b>\$318</b> | <b>\$7</b> | <b>\$324</b> |
| COSTS  | PROJECT      | HOUSEHOLDS | TOTAL        |
| None Estimated   | \$0          | \$0        | \$0          |
| <b>Costs Subtotal</b>  | <b>\$0</b>   | <b>\$0</b> | <b>\$0</b>   |
| <b>Net Benefits</b>  | <b>\$318</b> | <b>\$7</b> | <b>\$324</b> |

Annual Fiscal Net Benefits for Harris County Department of Education



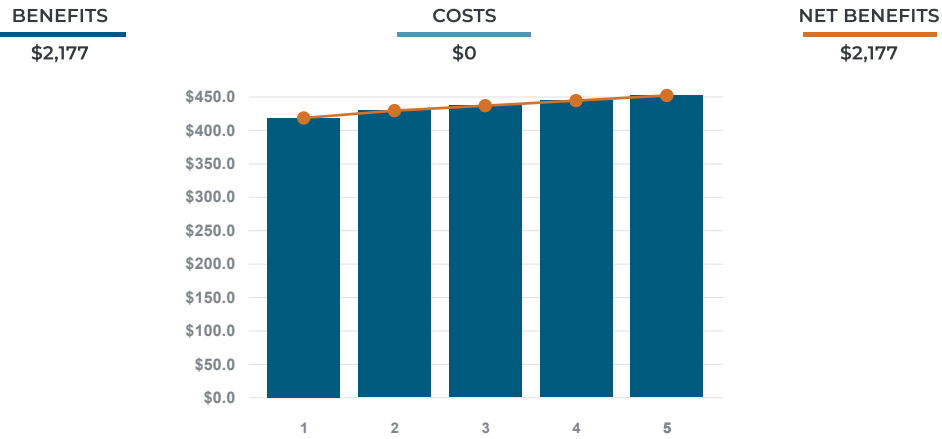


The table below displays the estimated additional benefits, costs, and net benefits to be received by Harris County Flood Control over the next 5 years of the Project.

NET BENEFITS OVER 5 YEARS: HARRIS COUNTY FLOOD CONTROL

| BENEFITS                       | PROJECT        | HOUSEHOLDS  | TOTAL          |
|--------------------------------|----------------|-------------|----------------|
| Real Property Taxes            | \$2,091        | \$0         | \$2,091        |
| FF&E Property Taxes            | \$40           | \$0         | \$40           |
| Inventory Property Taxes       | \$0            | \$0         | \$0            |
| New Residential Property Taxes | \$0            | \$46        | \$46           |
| <b>Benefits Subtotal</b>       | <b>\$2,132</b> | <b>\$46</b> | <b>\$2,177</b> |
| COSTS                          | PROJECT        | HOUSEHOLDS  | TOTAL          |
| None Estimated                 | \$0            | \$0         | \$0            |
| <b>Costs Subtotal</b>          | <b>\$0</b>     | <b>\$0</b>  | <b>\$0</b>     |
| <b>Net Benefits</b>            | <b>\$2,132</b> | <b>\$46</b> | <b>\$2,177</b> |

Annual Fiscal Net Benefits for Harris County Flood Control



## 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 5-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](http://www.impactdatasource.com)

**AGREEMENT**

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

This Agreement (the “Agreement”) is made and entered into by and between the **Tomball Economic Development Corporation**, an industrial development corporation created pursuant to the Development Corporation Act, now Chapter 501 et seq of the Texas Local Government Code, located in Harris County, Texas (the “TEDC”), and **Persimmon Global Logistics**, (the “Company”), 33118 Windcrest Estates Blvd, Magnolia, Texas 77354.

**WITNESSETH:**

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

**WHEREAS**, the Company owns a 4.02-acre tract of land within the City, located at 1014 Lizzie Lane, Tomball, Texas 77375 (the “Property”), and more particularly described in Exhibit “A,” attached hereto and made a part hereof; and

**WHEREAS**, the Company plans to expand its current operations at the Property, and as part of the process, plans to expend funds to construct a 11,250 square foot office/warehouse facility and make other capital improvements (the “Improvements”) more particularly described in Exhibit “B” attached hereto and made a part hereof; and

**WHEREAS**, the Company also proposes to create five (5) new employment positions at the Property in conjunction with the expansion of its business operations at the Property; and

**WHEREAS**, the TEDC agrees to provide to the Company the sum of Sixteen Thousand, Nine Hundred Twenty Dollars (\$16,920.00) to assist in the construction of the Improvements, and the creation of five (5) new full-time jobs at the Property; and

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

**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 at the Property; and

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

1.

The Company covenants and agrees that it will construct the Improvements and operate and maintain the proposed business on the property for a term of at least five (5) years, and will for such term, except as provided by paragraph 4 hereof, create five (5) new jobs on the Property.

2.

The Company also covenants and agrees that construction of the Improvements, the creation of five (5) new employees, and obtaining all necessary occupancy permits from the City shall occur within twenty-four (24) months from the Effective Date of this Agreement. Extensions of these deadlines, due to any extenuating circumstance or uncontrollable delay, may be granted at the sole discretion of the Board of Directors of the TEDC.

3.

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

4.

In consideration of the Company's representations, promises, and covenants, TEDC agrees to grant to the Company the sum of Sixteen Thousand, Nine Hundred Twenty Dollars (\$16,920.00) to fund a portion of the cost of the Improvements, the creation of five (5) new employees to the Company's business operations on the property. The TEDC agrees to distribute such funds to the Company within thirty (30) days of receipt of a letter from the Company requesting such payment, which letter shall also include: (a) a copy of the City's occupancy permit for the Improvements to the Property; (b) proof that the Company has retained and added the number of employees indicated above to its business operations on the Property, as evidenced by copies of Texas Workforce Commission form C-3 or Internal Revenue Service Form 941; (c) verification from the City acknowledging that all necessary plats, plans, and specifications have been received, reviewed, and approved; (d) certification that the Improvements have been constructed in accordance with the approved plans and specifications; and, (e) an affidavit stating that all contractors and subcontractors providing work and/or materials in the construction of the Improvements have been paid and any and all liens and claims regarding such work have been released. In the event the number of jobs originally projected is not met, the amount of the funding provided to the Company by the TEDC will be reduced on a pro rata basis to reflect the actual number of jobs at the time of the request for disbursement of funds.

## 5.

It is understood and agreed by the parties that, in the event of a default by the Company on any of its obligations under this Agreement, the Company shall reimburse the TEDC the full amount paid to the Company by the TEDC, with interest at the rate equal to the 90-day Treasury Bill plus ½% per annum, within 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 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 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.

## 6.

**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 of Tomball, shall be personally responsible for any liability arising under or growing out of this Agreement.

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

## 8.

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

|                |   |
|----------------|---|
| If to City:    | Tomball Economic Development Corporation<br>401 W. Market Street<br>Tomball, Texas 77375<br>Attn: President, Board of Directors       |
| If to Company: | Persimmon Global Logistics<br>33118 Windcrest Estates Blvd.<br>Magnolia, Texas 77354<br>Attn: Sheri Dunaway, General Managing Partner |

## 9.

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

10.

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

11.

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

12.

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

13.

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



IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the parties on this \_\_\_\_\_ day of \_\_\_\_\_ 2023 (the “Effective Date”).

**PERSIMMON GLOBAL LOGISTICS**

By: \_\_\_\_\_  
Name: Sheri Dunaway  
Title: General Managing Partner

ATTEST:

By: \_\_\_\_\_  
Name: Tiffani Wooten  
Title: Assistant Director

**TOMBALL ECONOMIC DEVELOPMENT CORPORATION**

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

ATTEST:

By: \_\_\_\_\_  
Name: William E. Sumner Jr.  
Title: Secretary, Board of Directors

**ACKNOWLEDGMENT**

THE STATE OF TEXAS    §  
  §  
COUNTY OF HARRIS    §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_ 2023, by Sheri Dunaway, General Managing Partner, Persimmon Global Logistics 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 \_10\_ day of \_January\_\_\_\_\_ 2023, by Gretchen Fagan, President of the Board of Directors of the Tomball Economic Development Corporation, for and on behalf of said Corporation.

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

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

(SEAL)

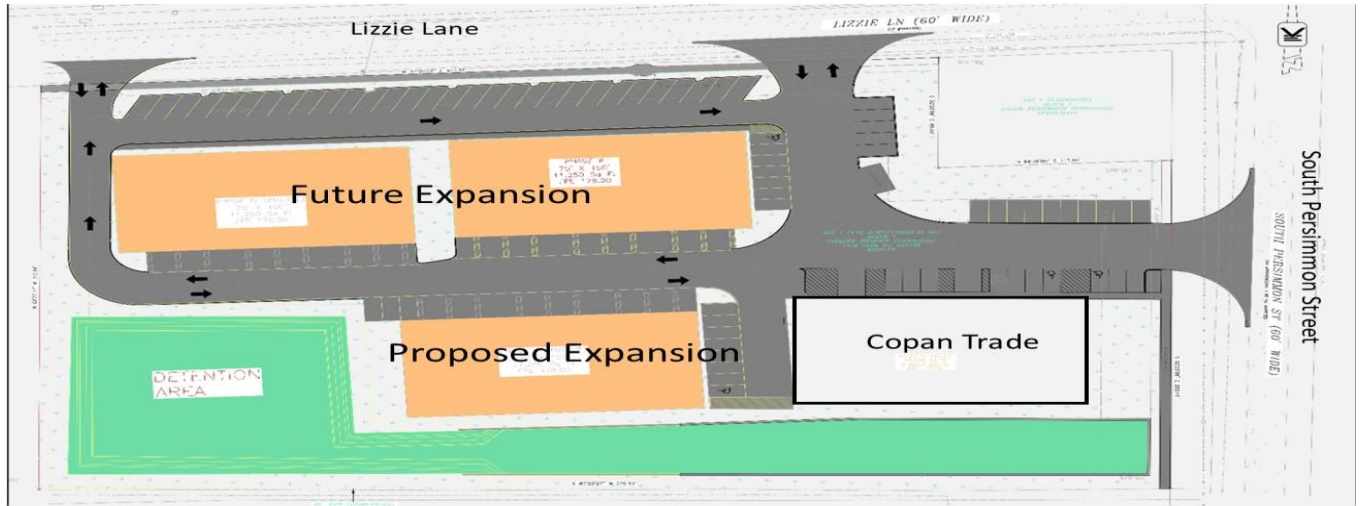
**Exhibit "A"**

**Legal Description of Property**

LT 1 BLK 1 (PR YR IMPS 2020\*1287940010002) VAZQUEZ-PHOENIX SUBDIVISION FILM CODE  
No. 605198 MRHC, TX

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

Constructing a 11,250 sq. ft. office warehouse.



# Regular Tomball EDC

## Agenda Item

### Data Sheet

**Meeting Date:** January 10, 2023

**Topic:**

Consideration and possible action by Tomball EDC, to approve, as a Project of the Corporation, an agreement with Church Holdings, Inc. to make direct incentives to, or expenditures for, assistance with infrastructure costs to be required or suitable for the promotion of new or expanded business development related to the development and construction of a multibuilding office/warehouse park to be located near the intersection of Hufsmith-Kohrville and Spell Rd. in the City of Tomball. The estimated amount of expenditures for such Project is \$426,639.00.

- Public Hearing

**Background:**

The Tomball Economic Development Corporation has received a request from Joshua Mueller, Chief Financial Officer of Church Holdings, Inc., for assistance with infrastructure costs related to the development of a proposed multibuilding office/warehouse park.

Church Holdings, Inc., proposes to develop approximately 6.93 acres located near the intersection of Hufsmith-Kohrville and Spell Rd. in Tomball. The development will consist of six steel office/warehouse buildings ranging in size from 10,500 square feet to 20,355 feet. The estimated capital investment for the project is over \$10.5 million.

The eligible infrastructure improvements include water, sanitary sewer, storm drainage, electric utilities and related site improvements totaling approximately \$4,263,689.00.

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

An economic impact analysis is included with the agreement to show the impact of this project on Tomball's economy. Per the analysis, the 5-year net benefit of this project on Tomball's economy is \$443,442.00.

If the agreement between the TEDC and Church Holdings, Inc. is approved as a Project of the Corporation, the grant funding amount will not exceed \$426,639.00, based on 10% of the actual expenditures for the eligible infrastructure improvements.

**Origination:** Joshua Mueller, Chief Financial Officer, Church Holdings, Inc.

**Recommendation:** Staff recommends approval of the proposed Performance Agreement with Church Holdings, Inc.

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

**FUNDING (IF APPLICABLE)**

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

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

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

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

December 13, 2022

To the Tomball Economic Development Board of Directors:

Church Holdings, Inc. appreciates all the time and effort the TEDC team has spent supporting us on our Hufsmith-Khorville project. Church Holdings requests grant funding from the TEDC to complete the Tomball Commerce Center. We have enlisted the services of Venturi Engineering and Hammonds Construction to work alongside us to complete this project.

Located near the intersection of Hufsmith-Khorville and Spell Rd., Tomball Commerce Center is adjacent to The Tomball Business & Technology Park. The project will complement the Business & Technology Park allowing supporting and stand-alone businesses, both regional and national, to benefit from the great proximity to 249 and The Grand Parkway. The park will consist of 6 buildings built in 4 phases. Sizes will range from 10,500 square feet to 20,000+ square feet, with a new public right of way, city drainage, and city utilities delivered throughout the project.

Groundbreaking will commence in the first quarter of 2023 and be completed in the third quarter of 2023. The first development phase includes two 10,500-square-foot buildings with completion to coincide with the site construction. Phase two will add two additional buildings (+/- 11,250 sq. ft. to +/-13,500 sq. ft.) with two different 20,000+/- sq. ft. buildings to follow.

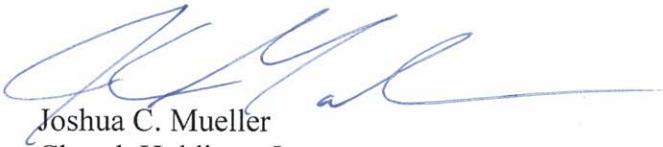
Church Holdings, inc. is seeking grant funding for approved installations at our project, including infrastructure, landscaping, and signage improvements. Working with our general contractor and engineer, our estimated budget for the Tomball Commerce Center is **\$10.5 million** (budgets for each section provided). The project cost is higher than we typically deal with due to the additional requirements and costs associated with the site improvement and infrastructure costs. The costliness is due to the public right of way we are bringing into the property, as well as public drainage and public utilities to better serve the property and Tomball business owners.

Based on market research from our brokerage firm and initial inquiries on the project, demand is high for this business park in Tomball. The center will complement the Tomball Business & Technology Park and the surrounding area with increased economic activity in the city limits of Tomball, TX. The commerce center fits businesses' needs and will bring economic benefits to Tomball and the surrounding area. We are in current discussions with several companies located out of the area and the state looking to relocate.

This letter contains project plans and supporting documents submitted through the TEDC web portal. If any further information is needed on the Tomball Commerce Center, don't hesitate to contact me at (713) 614-7694 or [JoshuaMueller@ChurchHoldings.com](mailto:JoshuaMueller@ChurchHoldings.com), and I will respond promptly. I appreciate your consideration.

We look forward to working with TEDC to deliver a significant development that will benefit Tomball and its residents.

Sincerely,



Joshua C. Mueller  
Church Holdings, Inc  
CFO



## Scenario 1 with Client Data

**Project Type:** New Construction - Industrial

**Prepared By:** Tomball EDC

## Purpose & Limitations

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

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

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

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

## Introduction

This report presents the results of an economic impact analysis performed using Impact DashBoard, a model developed by Impact DataSource. The report estimates the impact that a potential project will have on the local economy and estimates the costs and benefits for local taxing districts over a 5-year period.

## Economic Impact Overview

The table below summarizes the economic impact of the project over the first 5 years in terms of job creation, salaries paid to workers, and taxable sales.

| SUMMARY OF ECONOMIC IMPACT OVER 5 YEARS IN CITY OF TOMBALL |              |             |                     |
|--|--------------|-------------|---------------------|
| IMPACT   | DIRECT       | SPIN-OFF    | TOTAL               |
| Jobs   | 108.0        | 26.2        | <b>134.2</b>        |
| Annual Salaries/Wages at Full Ops (Yr 4)                   | \$7,103,058  | \$1,955,605 | <b>\$9,058,663</b>  |
| Salaries/Wages over 5 Years                                | \$24,956,338 | \$6,870,948 | <b>\$31,827,286</b> |
| Taxable Sales/Purchases in City of Tomball                 | \$8,533,085  | \$85,887    | <b>\$8,618,971</b>  |

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 5 YEARS IN CITY OF TOMBALL |        |          |            |
|--|--------|----------|------------|
| IMPACT   | DIRECT | SPIN-OFF | TOTAL      |
| Workers who will move to City of Tomball                     | 2.9    | 0.7      | <b>3.6</b> |
| New residents in City of Tomball                             | 7.6    | 1.8      | <b>9.4</b> |
| New residential properties constructed in City of Tomball    | 0.4    | 0.1      | <b>0.5</b> |
| New students to attend local school district                 | 1.5    | 0.4      | <b>1.8</b> |

Totals may not sum due to rounding

The new taxable property to be supported by the Project over the next 5 years is summarized in the following table.

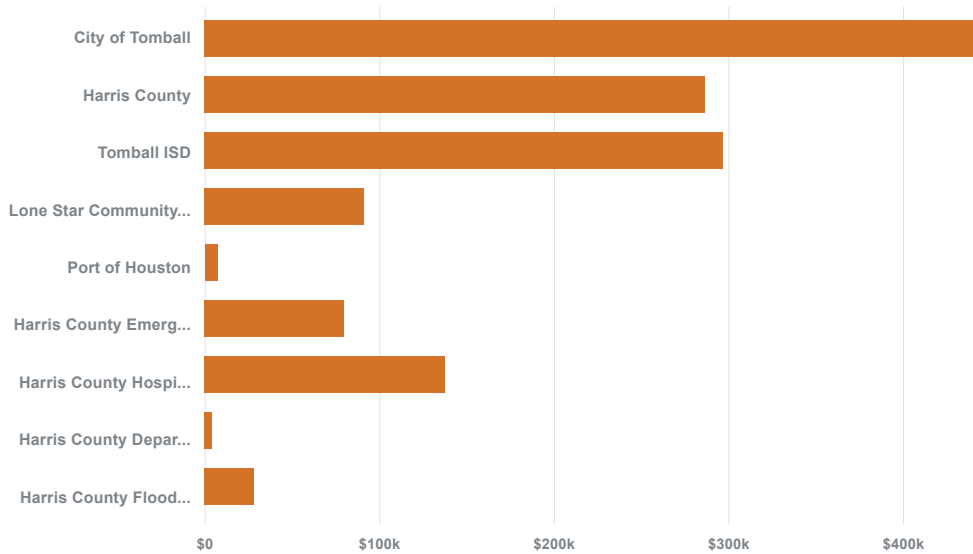
| SUMMARY OF TAXABLE PROPERTY OVER THE FIRST 5 YEARS IN CITY OF TOMBALL |                          |           |              |           |              |                          |                     |
|---|--------------------------|-----------|--------------|-----------|--------------|--------------------------|---------------------|
| YR.   | NEW RESIDENTIAL PROPERTY | LAND      | BUILDINGS... | FF&E      | INVENTORIES  | NON-RESIDENTIAL PROPERTY | TOTAL PROPERTY      |
| 1   | \$29,714                 | \$868,585 | \$2,611,594  | \$250,000 | \$3,000,000  | \$6,730,179              | <b>\$6,759,893</b>  |
| 2   | \$62,572                 | \$885,957 | \$5,185,532  | \$475,000 | \$6,272,700  | \$12,819,188             | <b>\$12,881,761</b> |
| 3   | \$91,747                 | \$903,676 | \$7,426,716  | \$550,000 | \$8,520,881  | \$17,401,272             | <b>\$17,493,019</b> |
| 4   | \$122,063                | \$921,749 | \$9,684,498  | \$612,500 | \$10,836,507 | \$22,055,254             | <b>\$22,117,117</b> |
| 5   | \$124,504                | \$940,184 | \$9,878,188  | \$537,500 | \$11,161,603 | \$22,517,475             | <b>\$22,619,771</b> |

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 5 YEARS   |                    |                      |                    |                    |
|---|--------------------|----------------------|--------------------|--------------------|
|   | BENEFITS           | COSTS                | NET BENEFITS       | PRESENT VALUE*     |
| City of Tomball                             | \$827,683          | (\$384,241)          | \$443,442          | \$379,500          |
| Harris County                               | \$351,771          | (\$64,908)           | \$286,863          | \$242,359          |
| Tomball ISD                                 | \$1,059,506        | (\$762,522)          | \$296,984          | \$250,816          |
| Lone Star Community College                 | \$91,530           | \$0                  | \$91,530           | \$77,297           |
| Port of Houston                             | \$7,404            | \$0                  | \$7,404            | \$6,253            |
| Harris County Emergency Services District 8 | \$80,021           | \$0                  | \$80,021           | \$67,578           |
| Harris County Hospital District             | \$137,729          | \$0                  | \$137,729          | \$116,311          |
| Harris County Department of Education       | \$4,237            | \$0                  | \$4,237            | \$3,578            |
| Harris County Flood Control                 | \$28,436           | \$0                  | \$28,436           | \$24,014           |
| <b>Total</b>                                | <b>\$2,588,316</b> | <b>(\$1,211,672)</b> | <b>\$1,376,645</b> | <b>\$1,167,705</b> |

\*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.

Net Benefits Over the Next 5 Years



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                             | \$426,369         | \$426,369        |
| Harris County                               | \$0               | \$0              |
| Tomball ISD                                 | \$0               | \$0              |
| Lone Star Community College                 | \$0               | \$0              |
| Port of Houston                             | \$0               | \$0              |
| Harris County Emergency Services District 8 | \$0               | \$0              |
| Harris County Hospital District             | \$0               | \$0              |
| Harris County Department of Education       | \$0               | \$0              |
| Harris County Flood Control                 | \$0               | \$0              |
| <b>Total</b>                                | <b>\$426,369</b>  | <b>\$426,369</b> |

The table below displays the estimated additional benefits, costs, and net benefits to be received by City of Tomball over the next 5 years of the Project.

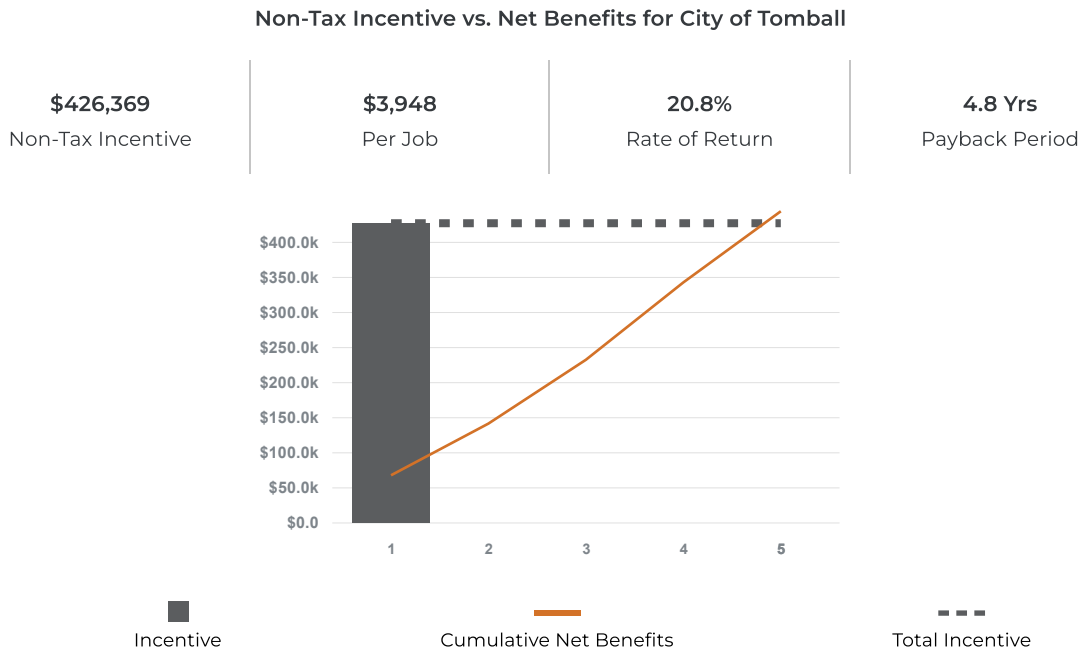
| NET BENEFITS OVER 5 YEARS: CITY OF TOMBALL |                    |                   |                    |
|--|--------------------|-------------------|--------------------|
| BENEFITS                                   | PROJECT            | HOUSEHOLDS        | TOTAL              |
| Sales Taxes                                | \$164,423          | \$7,957           | \$172,379          |
| Real Property Taxes                        | \$131,024          | \$0               | \$131,024          |
| FF&E Property Taxes                        | \$8,083            | \$0               | \$8,083            |
| Inventory Property Taxes                   | \$132,641          | \$0               | \$132,641          |
| New Residential Property Taxes             | \$0                | \$1,435           | \$1,435            |
| Hotel Occupancy Taxes                      | \$0                | \$0               | \$0                |
| Building Permits and Fees                  | \$22,000           | \$0               | \$22,000           |
| Utility Revenue                            | \$251,481          | \$21,683          | \$273,164          |
| Utility Franchise Fees                     | \$15,768           | \$1,356           | \$17,124           |
| Miscellaneous Taxes and User Fees          | \$64,285           | \$5,546           | \$69,831           |
| <b>Benefits Subtotal</b>                   | <b>\$789,706</b>   | <b>\$37,977</b>   | <b>\$827,683</b>   |
| COSTS                                      | PROJECT            | HOUSEHOLDS        | TOTAL              |
| Cost of Government Services                | (\$97,439)         | (\$8,380)         | (\$105,819)        |
| Cost of Utility Services                   | (\$256,333)        | (\$22,089)        | (\$278,422)        |
| <b>Costs Subtotal</b>                      | <b>(\$353,771)</b> | <b>(\$30,470)</b> | <b>(\$384,241)</b> |
| <b>Net Benefits</b>                        | <b>\$435,935</b>   | <b>\$7,507</b>    | <b>\$443,442</b>   |

Annual Fiscal Net Benefits for City of Tomball



Non-Tax Incentives

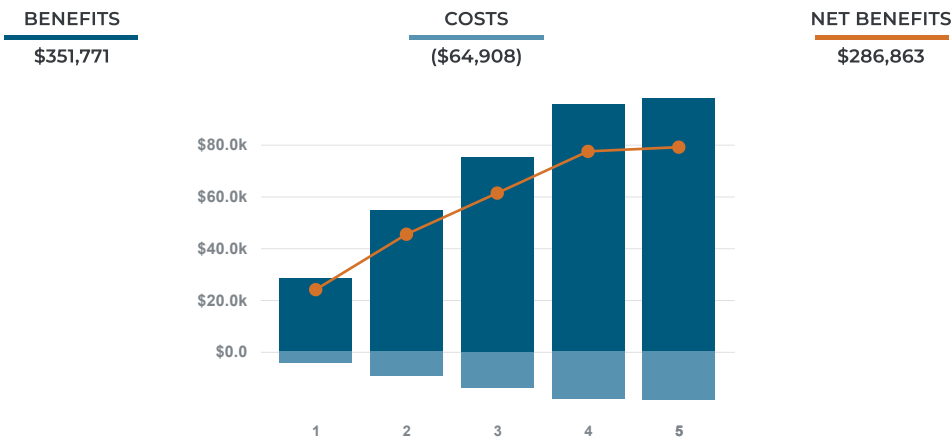
The graph below depicts the non-tax incentives modeled in this analysis versus the cumulative net benefits to City of Tomball. The intersection indicates the length of time until the incentives are paid back.



The table below displays the estimated additional benefits, costs, and net benefits to be received by Harris County over the next 5 years of the Project.

| NET BENEFITS OVER 5 YEARS: HARRIS COUNTY |                   |                   |                   |
|--|-------------------|-------------------|-------------------|
| BENEFITS                                 | PROJECT           | HOUSEHOLDS        | TOTAL             |
| Real Property Taxes                      | \$148,159         | \$0               | \$148,159         |
| FF&E Property Taxes                      | \$9,141           | \$0               | \$9,141           |
| Inventory Property Taxes                 | \$149,987         | \$0               | \$149,987         |
| New Residential Property Taxes           | \$0               | \$12,756          | \$12,756          |
| Hotel Occupancy Taxes                    | \$0               | \$0               | \$0               |
| Miscellaneous Taxes and User Fees        | \$16,577          | \$15,152          | \$31,729          |
| <b>Benefits Subtotal</b>                 | <b>\$323,863</b>  | <b>\$27,908</b>   | <b>\$351,771</b>  |
| COSTS                                    | PROJECT           | HOUSEHOLDS        | TOTAL             |
| Cost of Government Services              | (\$33,962)        | (\$30,946)        | (\$64,908)        |
| <b>Costs Subtotal</b>                    | <b>(\$33,962)</b> | <b>(\$30,946)</b> | <b>(\$64,908)</b> |
| <b>Net Benefits</b>                      | <b>\$289,901</b>  | <b>(\$3,038)</b>  | <b>\$286,863</b>  |

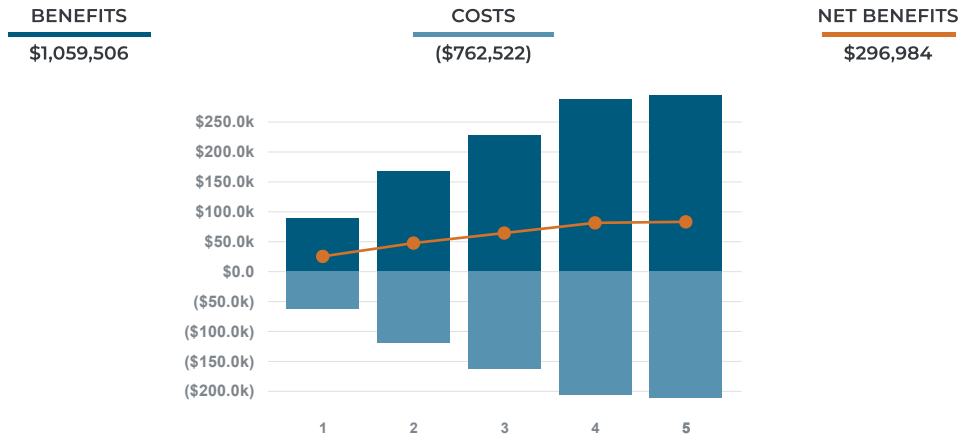
Annual Fiscal Net Benefits for Harris County



The table below displays the estimated additional benefits, costs, and net benefits to be received by Tomball ISD over the next 5 years of the Project.

| NET BENEFITS OVER 5 YEARS: TOMBALL ISD |                    |                   |                    |
|--|--------------------|-------------------|--------------------|
| BENEFITS                               | PROJECT            | HOUSEHOLDS        | TOTAL              |
| Real Property Taxes                    | \$491,333          | \$0               | \$491,333          |
| FF&E Property Taxes                    | \$30,313           | \$0               | \$30,313           |
| Inventory Property Taxes               | \$497,396          | \$0               | \$497,396          |
| New Residential Property Taxes         | \$0                | \$17,883          | \$17,883           |
| Addtl. State & Federal School Funding  | \$0                | \$22,581          | \$22,581           |
| <b>Benefits Subtotal</b>               | <b>\$1,019,042</b> | <b>\$40,464</b>   | <b>\$1,059,506</b> |
| COSTS                                  | PROJECT            | HOUSEHOLDS        | TOTAL              |
| Cost to Educate New Students           | \$0                | (\$20,084)        | (\$20,084)         |
| Reduction in State School Funding      | (\$729,634)        | (\$12,804)        | (\$742,438)        |
| <b>Costs Subtotal</b>                  | <b>(\$729,634)</b> | <b>(\$32,888)</b> | <b>(\$762,522)</b> |
| <b>Net Benefits</b>                    | <b>\$289,408</b>   | <b>\$7,576</b>    | <b>\$296,984</b>   |

Annual Fiscal Net Benefits for Tomball ISD

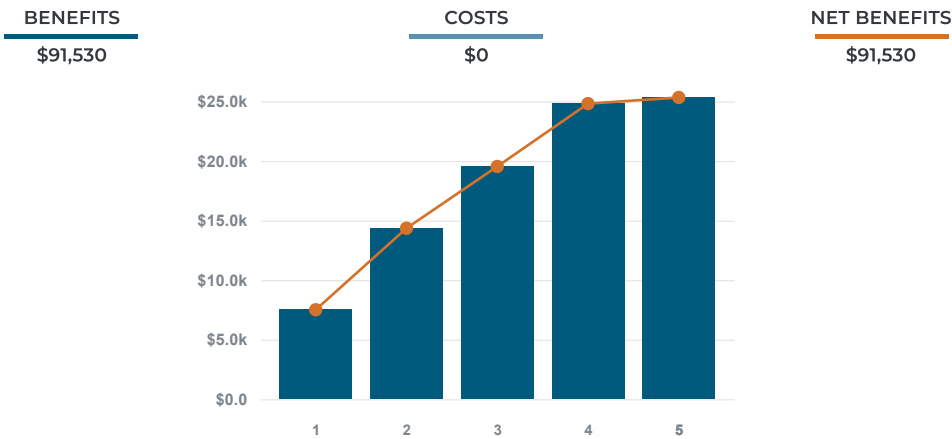


The table below displays the estimated additional benefits, costs, and net benefits to be received by Lone Star Community College over the next 5 years of the Project.

NET BENEFITS OVER 5 YEARS: LONE STAR COMMUNITY COLLEGE

| BENEFITS                       | PROJECT         | HOUSEHOLDS     | TOTAL           |
|--------------------------------|-----------------|----------------|-----------------|
| Real Property Taxes            | \$42,373        | \$0            | \$42,373        |
| FF&E Property Taxes            | \$2,614         | \$0            | \$2,614         |
| Inventory Property Taxes       | \$42,895        | \$0            | \$42,895        |
| New Residential Property Taxes | \$0             | \$3,648        | \$3,648         |
| <b>Benefits Subtotal</b>       | <b>\$87,882</b> | <b>\$3,648</b> | <b>\$91,530</b> |
| COSTS                          | PROJECT         | HOUSEHOLDS     | TOTAL           |
| None Estimated                 | \$0             | \$0            | \$0             |
| <b>Costs Subtotal</b>          | <b>\$0</b>      | <b>\$0</b>     | <b>\$0</b>      |
| <b>Net Benefits</b>            | <b>\$87,882</b> | <b>\$3,648</b> | <b>\$91,530</b> |

Annual Fiscal Net Benefits for Lone Star Community College





The table below displays the estimated additional benefits, costs, and net benefits to be received by Port of Houston over the next 5 years of the Project.

| NET BENEFITS OVER 5 YEARS: PORT OF HOUSTON |                |              |                |
|--|----------------|--------------|----------------|
| BENEFITS                                   | PROJECT        | HOUSEHOLDS   | TOTAL          |
| Real Property Taxes                        | \$3,428        | \$0          | \$3,428        |
| FF&E Property Taxes                        | \$211          | \$0          | \$211          |
| Inventory Property Taxes                   | \$3,470        | \$0          | \$3,470        |
| New Residential Property Taxes             | \$0            | \$295        | \$295          |
| <b>Benefits Subtotal</b>                   | <b>\$7,109</b> | <b>\$295</b> | <b>\$7,404</b> |
| COSTS                                      | PROJECT        | HOUSEHOLDS   | TOTAL          |
| None Estimated                             | \$0            | \$0          | \$0            |
| <b>Costs Subtotal</b>                      | <b>\$0</b>     | <b>\$0</b>   | <b>\$0</b>     |
| <b>Net Benefits</b>                        | <b>\$7,109</b> | <b>\$295</b> | <b>\$7,404</b> |

Annual Fiscal Net Benefits for Port of Houston



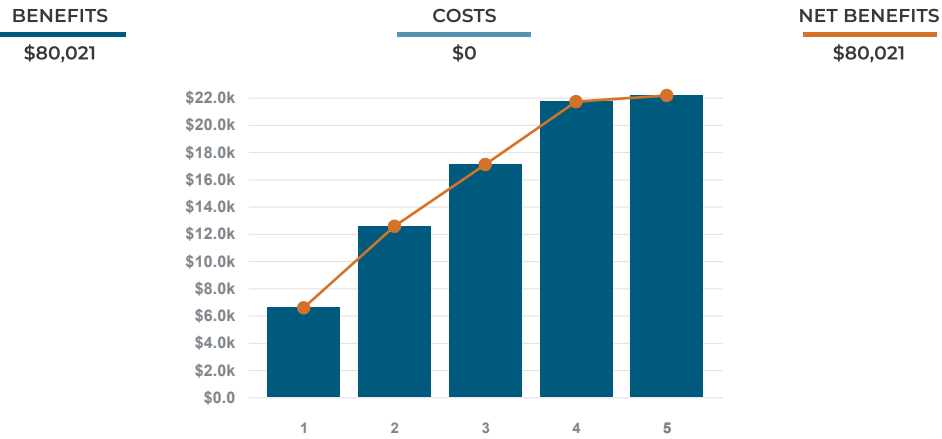
# Harris County Emergency Services District 8 Fiscal Impact

Item 5.

The table below displays the estimated additional benefits, costs, and net benefits to be received by Harris County Emergency Services District 8 over the next 5 years of the Project.

| NET BENEFITS OVER 5 YEARS: HARRIS COUNTY EMERGENCY SERVICES DISTRICT 8 |                 |                |                 |
|--|-----------------|----------------|-----------------|
| BENEFITS   | PROJECT         | HOUSEHOLDS     | TOTAL           |
| Real Property Taxes  | \$37,045        | \$0            | \$37,045        |
| FF&E Property Taxes  | \$2,285         | \$0            | \$2,285         |
| Inventory Property Taxes   | \$37,502        | \$0            | \$37,502        |
| New Residential Property Taxes   | \$0             | \$3,189        | \$3,189         |
| <b>Benefits Subtotal</b>   | <b>\$76,832</b> | <b>\$3,189</b> | <b>\$80,021</b> |
| COSTS  | PROJECT         | HOUSEHOLDS     | TOTAL           |
| None Estimated   | \$0             | \$0            | \$0             |
| <b>Costs Subtotal</b>  | <b>\$0</b>      | <b>\$0</b>     | <b>\$0</b>      |
| <b>Net Benefits</b>  | <b>\$76,832</b> | <b>\$3,189</b> | <b>\$80,021</b> |

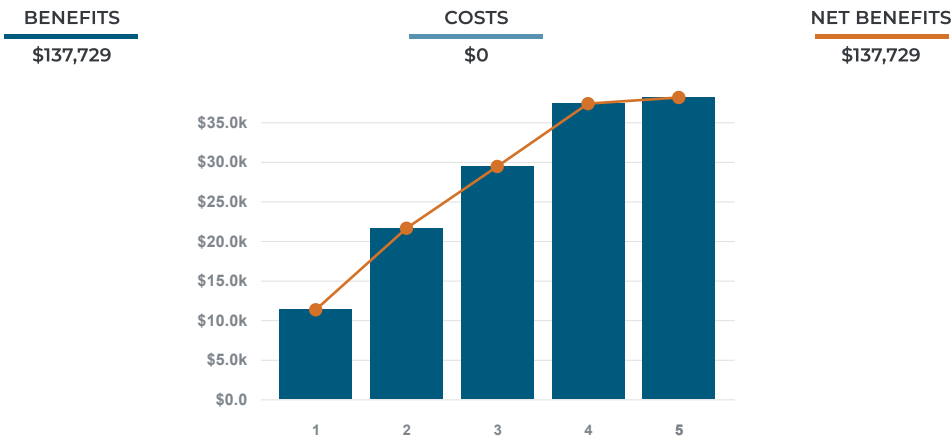
Annual Fiscal Net Benefits for Harris County Emergency Services District 8



The table below displays the estimated additional benefits, costs, and net benefits to be received by Harris County Hospital District over the next 5 years of the Project.

| NET BENEFITS OVER 5 YEARS: HARRIS COUNTY HOSPITAL DISTRICT |                  |                |                  |
|--|------------------|----------------|------------------|
| BENEFITS   | PROJECT          | HOUSEHOLDS     | TOTAL            |
| Real Property Taxes  | \$63,759         | \$0            | \$63,759         |
| FF&E Property Taxes  | \$3,934          | \$0            | \$3,934          |
| Inventory Property Taxes                                   | \$64,546         | \$0            | \$64,546         |
| New Residential Property Taxes                             | \$0              | \$5,490        | \$5,490          |
| <b>Benefits Subtotal</b>                                   | <b>\$132,239</b> | <b>\$5,490</b> | <b>\$137,729</b> |
| COSTS  | PROJECT          | HOUSEHOLDS     | TOTAL            |
| None Estimated   | \$0              | \$0            | \$0              |
| <b>Costs Subtotal</b>                                      | <b>\$0</b>       | <b>\$0</b>     | <b>\$0</b>       |
| <b>Net Benefits</b>  | <b>\$132,239</b> | <b>\$5,490</b> | <b>\$137,729</b> |

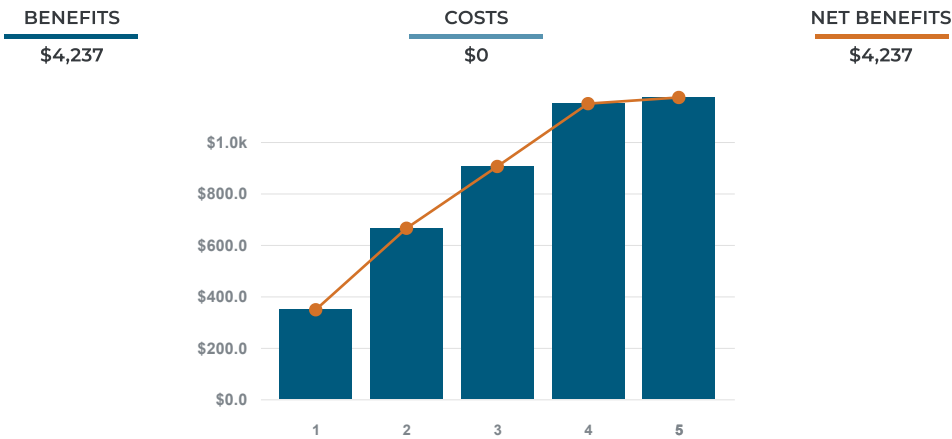
Annual Fiscal Net Benefits for Harris County Hospital District



The table below displays the estimated additional benefits, costs, and net benefits to be received by Harris County Department of Education over the next 5 years of the Project.

| NET BENEFITS OVER 5 YEARS: HARRIS COUNTY DEPARTMENT OF EDUCATION |                |              |                |
|--|----------------|--------------|----------------|
| BENEFITS   | PROJECT        | HOUSEHOLDS   | TOTAL          |
| Real Property Taxes  | \$1,961        | \$0          | \$1,961        |
| FF&E Property Taxes  | \$121          | \$0          | \$121          |
| Inventory Property Taxes   | \$1,986        | \$0          | \$1,986        |
| New Residential Property Taxes                                   | \$0            | \$169        | \$169          |
| <b>Benefits Subtotal</b>   | <b>\$4,068</b> | <b>\$169</b> | <b>\$4,237</b> |
| COSTS  | PROJECT        | HOUSEHOLDS   | TOTAL          |
| None Estimated   | \$0            | \$0          | \$0            |
| <b>Costs Subtotal</b>  | <b>\$0</b>     | <b>\$0</b>   | <b>\$0</b>     |
| <b>Net Benefits</b>  | <b>\$4,068</b> | <b>\$169</b> | <b>\$4,237</b> |

Annual Fiscal Net Benefits for Harris County Department of Education

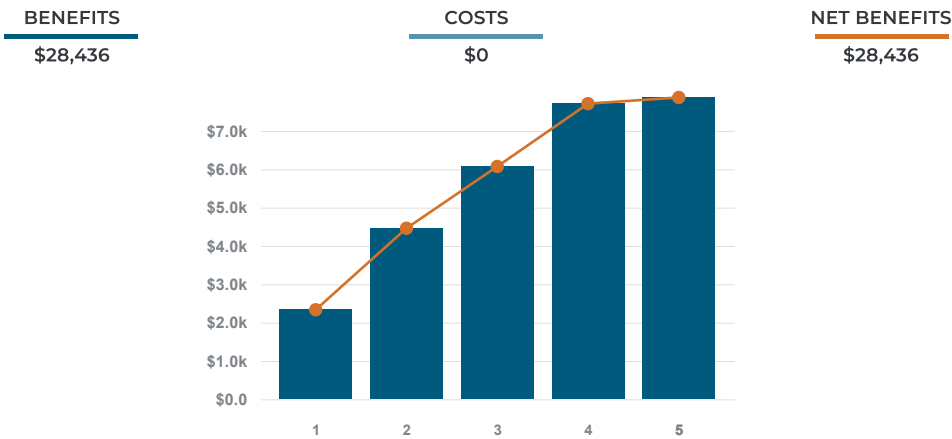


The table below displays the estimated additional benefits, costs, and net benefits to be received by Harris County Flood Control over the next 5 years of the Project.

NET BENEFITS OVER 5 YEARS: HARRIS COUNTY FLOOD CONTROL

| BENEFITS                       | PROJECT         | HOUSEHOLDS     | TOTAL           |
|--------------------------------|-----------------|----------------|-----------------|
| Real Property Taxes            | \$13,164        | \$0            | \$13,164        |
| FF&E Property Taxes            | \$812           | \$0            | \$812           |
| Inventory Property Taxes       | \$13,326        | \$0            | \$13,326        |
| New Residential Property Taxes | \$0             | \$1,133        | \$1,133         |
| <b>Benefits Subtotal</b>       | <b>\$27,302</b> | <b>\$1,133</b> | <b>\$28,436</b> |
| COSTS                          | PROJECT         | HOUSEHOLDS     | TOTAL           |
| None Estimated                 | \$0             | \$0            | \$0             |
| <b>Costs Subtotal</b>          | <b>\$0</b>      | <b>\$0</b>     | <b>\$0</b>      |
| <b>Net Benefits</b>            | <b>\$27,302</b> | <b>\$1,133</b> | <b>\$28,436</b> |

Annual Fiscal Net Benefits for Harris County Flood Control



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 5-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:

| 444190 OTHER BUILDING MATERIAL DEALERS |                         | CITY OF TOMBALL |
|--|-------------------------|-----------------|
| Employment Multiplier                  | (Type II Direct Effect) | 1.2422          |
| Earnings Multiplier                    | (Type II Direct Effect) | 1.2753          |

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](http://www.impactdatasource.com)

**AGREEMENT**

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

This Agreement (the “Agreement”) is made and entered into by and between the Tomball Economic Development Corporation, an industrial development corporation created pursuant to Tex. Rev. Civ. Stat. Ann. Art. 5190.6, Section 4B, located in Harris County, Texas (the “TEDC”), and **Church Holdings, Inc.** (the “Company”), 2810 Washington Drive, Houston, TX, 77038.

**WITNESSETH:**

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

**WHEREAS**, the Company proposes to develop a 6.93-acre tract of land within the City, located at LT 2 BLK 1 Tomball South Commercial at 0 Hufsmith – Kohrville Rd., Tomball, TX 77375 (the “Property”), more particularly described in Exhibit “A,” attached hereto and made a part hereof; and

**WHEREAS**, the Company intends to make an investment of over Ten Million Dollars (\$10,000,000) in land, buildings, equipment, targeted infrastructure, and other improvements necessary to develop six (6) steel office/warehouse buildings ranging in size from 10,500 square feet to 20,355 square feet (the “Project”); and

**WHEREAS**, the Company also proposes to create One Hundred and Eight (108) new full-time employment positions in Tomball in conjunction with the Improvements on the Property; and

**WHEREAS**, the TEDC agrees to provide to the Company the sum of up to Four Hundred Twenty-Six Thousand Three Hundred and Sixty-Nine Dollars (\$426,639), or an amount equal to ten (10) percent of actual costs if less than the sum stated above, to assist in the construction of targeted infrastructure improvements (the “Infrastructure Improvements”), identified and described in Exhibit “B,” attached hereto and made a part hereof; and

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

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

1.

The Company hereby covenants and agrees that it will construct and maintain on the Property six (6) steel office/warehouse buildings (the “Improvements”) identified and depicted on Exhibit “C,” attached hereto and made a part hereof. In conjunction with the development of the Property, the Company further agrees to construct the Infrastructure Improvements contemplated by this Agreement, in accordance with the requirements of the ordinances of the City and the plans and specifications approved by the City. The Company further represents and agrees that it will certify the costs of the construction of such Infrastructure Improvements to the TEDC prior to construction.



2.

The construction of the Improvements to the Property, including construction of the Infrastructure Improvements shall be completed, and all necessary permits from the City shall be obtained, within Eighteen (18) months from the Effective Date of this Agreement. Extensions of these deadlines due to extenuating circumstances or uncontrollable delay may be granted by the Board of Directors of the TEDC at its sole discretion.

3.

This Agreement shall become enforceable upon the Effective Date and shall remain in effect for five (5) years, unless terminated or cancelled earlier (the "Term"). The Term may be extended through a written amendment to this Agreement executed by the Parties.

4.

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

5.

In consideration of the Company's representations, promises, and covenants, TEDC agrees to reimburse the Company for the actual cost of the Infrastructure Improvements up to the amount of Four Hundred Twenty-Six Thousand Three Hundred and Sixty-Nine Dollars (\$426,369), or an amount equal to ten (10) percent of actual costs if less than the sum stated above upon completion of construction and occupancy of each office/warehouse space. The TEDC agrees to reimburse the Company for such amount within thirty (30) days of receipt of a letter from the

Company requesting such payment and including: (a) certification of the cost of constructing the Infrastructure Improvements; (b) a copy of the City's occupancy permit for the improvements to the Property; (c) certification that the Infrastructure Improvements have been constructed in accordance with the approved plans and specifications; (d) an affidavit stating that all contractors and subcontractors providing work and/or materials in the construction of the Improvements have been paid and any and all liens and claims regarding such work have been released; and (e) Proof of payment to all vendors, contractors and subcontractors providing work and/or materials in the construction of the Improvements, proof of payment must include copies of canceled checks and/or credit card receipts and copies of paid invoices from all vendors, contractors and subcontractors.

6.

It is understood and agreed by the parties that, in the event of a default by the Company on any of its obligations under this Agreement, the Company shall reimburse the TEDC the full amount paid to the Company by the TEDC, with interest at the rate equal to the 90-day Treasury Bill plus ½% 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, or any owner or lessee of the Improvements, is convicted of a violation under 8 U.S.C. Section 1324a(f), the Company will reimburse the TEDC the full amount paid to the Company, with interest at the rate equal to the 90-day Treasury Bill plus 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 default.

7.

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

8.

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

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

If to Company: Church Holdings, Inc.  
P.O. Box 12029  
Spring, TX, 77391-2029  
Attn: Josh Mueller, Chief Financial Officer

9.

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

10.

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

11.

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

12.

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

13.

In the event any one or more words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement, or the application thereof to any person, firm, corporation, or circumstance, shall be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, then the application, invalidity or unconstitutionality of such words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement shall be

deemed to be independent of and severable from the remainder of this Agreement, and the validity of the remaining parts of this Agreement shall not be affected thereby.

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the parties on this \_\_\_\_\_ day of \_\_\_\_\_ 2023 (the "Effective Date").

**Church Holdings, Inc.**

By: \_\_\_\_\_  
Name: Joshua Mueller  
Title: Chief Financial Officer

ATTEST:

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

**TOMBALL ECONOMIC DEVELOPMENT CORPORATION**

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

ATTEST:

By: \_\_\_\_\_  
Name: William E. Sumner Jr.  
Title: Secretary, Board of Directors

**ACKNOWLEDGMENT**

THE STATE OF TEXAS §

COUNTY OF HARRIS       §  
  §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_ 2023, by Joshua Mueller, Chief Financial Officer, Church Holdings, Inc. 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   10   day of January \_\_\_\_\_ 2023, by Gretchen Fagan, President of the Board of Directors of the Tomball Economic Development Corporation, for and on behalf of said Corporation.

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

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

(SEAL)

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

LT2 BLK 1 Tomball South Commercial – 0 Hufsmith – Kohrville Rd., Tomball, TX 77375

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

| <b>Targeted Infrastructure</b> | <b>Cost</b>         |
|--------------------------------|---------------------|
| Site Preparations              | \$ 2,121,626        |
| New Public ROW                 | \$ 136,332          |
| Storm Drainage                 | \$ 890,000          |
| Sanitary Sewer                 | \$ 368,000          |
| Water                          | \$ 372,000          |
| Telecommunications/Internet    | \$ 30,000           |
| Electric                       | \$ 335,000          |
| Gas                            | \$ 10,000           |
| <b>Total</b>                   | <b>\$ 4,263,689</b> |





**Exhibit C Continued**  
**Description of Improvements**



# Regular Tomball EDC

## Agenda Item

### Data Sheet

Meeting Date: January 10, 2023

#### Topic:

Consideration and possible action by Tomball EDC to approve, as a Project of the Corporation, an agreement with Hufsmith-Kohrville Business Park, LLC to make direct incentives to, or expenditures for, assistance with infrastructure costs to be required or suitable for the promotion of new or expanded business development related to the development and construction of a multibuilding office/warehouse park to be located on the West side of Hufsmith-Kohrville and Werich Road, Tomball, Texas 77375. The estimated amount of expenditures for such Project is \$122,722.00.

- Public Hearing

#### Background:

The TEDC has received a request from Matthew Lawrence, President, Hufsmith-Kohrville Business Park, LLC, for grant funding assistance for a proposed multibuilding office/warehouse development.

Hufsmith-Kohrville Business Park, LLC is a project of the parent company, Lone Star Development, which builds and manages first-class buildings and properties with above industry standard amenities. Currently, Lone Star Development owns and manages over 150,000 square feet of office/warehouse space in the Houston area.

The development will consist of four separate pre-engineered metal buildings totaling 44,050 square feet. The site will include an 11,050 square foot retail building and 3 office/warehouse buildings ranging in size from 7,500 to 16,500 sq. ft. The estimated capital investment for the project is \$7.5 million.

The eligible infrastructure improvements include water, sanitary sewer, storm drainage, electric and gas utilities and related site improvements totaling approximately \$1,227,200.00.

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

An economic impact analysis is included with the agreement to show the impact of this project on Tomball's economy. Per the analysis, the estimated 5-year net benefit of this project is \$974,805.00.

If the agreement between the TEDC and Hufsmith-Kohrville Business Park, LLC is approved as a Project of the Corporation, the grant funding amount will not exceed \$122,722.00, based on 10% of the actual expenditures for the eligible infrastructure improvements.

**Origination:** Matthew Lawrence, President, Hufsmith-Kohrville Business Park, LLC

**Recommendation:** Staff recommends approval of the proposed Performance Agreement with Hufsmith-Kohrville Business Park, LLC.

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

**FUNDING (IF APPLICABLE)**

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

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

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

Signed \_\_\_\_\_  
Staff Member-TEDC Date

Approved by \_\_\_\_\_  
Executive Director-TEDC Date

# HUFSMITH-KOHRVILLE BUSINESS PARK, LLC

January 5, 2022

Dear TEDC Board of Directors,

On behalf of Hufsmith-Kohrville Business Park, LLC, we respectfully submit this request for grant funding from the TEDC for the completion of the 44,050 square foot Hufsmith-Kohrville Business Park. Our development, management and ownership team consist of the following individuals:

- Matthew Lawrence – over 15 years business operational management skills both here in the United States and in Europe
- William Lawrence – over 40 years entrepreneurial experience in the restaurant and car wash industry
- Jason Snell – over 25 years' experience and former owner/operating partner of one of Houston's largest independent construction firms.

We currently own and manages over 150,000 square feet of office/warehouse space in the Houston metropolitan area. Our business model entails building and managing first-class buildings and properties with above industry standard amenities and construction techniques and materials, while commanding rents that are consistent with current market rates. This strategy results in their history of zero (0) availability at all of their properties.

We have and always will take the position that tenants are business partners, and that by working to assist each other in the accomplishment of their business objectives, together they can provide the businesses and their employees the safest, most secure working conditions that serve their constituencies more professionally than their competitors.

Our mission in developing The Hufsmith-Kohrville Business Park is to serve the growing needs of existing and new businesses that are looking for a more modern and state-of-the-art building where they can locate their new or growing businesses. We will be offering flexible suite sizes ranging from 1,500 square feet to 15,000 square feet for our tenants. With this range of suite sizes, we can meet the demands of a variety of businesses; from the small business that is upsizing from their home garage to the growing and established businesses looking for a location to base their business operations.

## HUFSMITH-KOHRVILLE BUSINESS PARK, LLC

The Hufsmith-Kohrville Business Park will consist of four (4) separate pre-engineered metal buildings for multi-tenant use. The front building will be an 11,050 square foot retail building and behind the retail building will be a 16,500-square-foot, a 7,500-square-foot, and a 9,000-square-foot office warehouse building. These pre-engineered metal buildings will be architecturally pleasing and will use various panel profiles and colors to give the park a clean and modern look. We will also provide landscaping throughout the park, giving tenants a more welcoming space for their businesses and associates. Conveniently located within the City of Tomball, the property is less than a mile south of FM 2920 and is just minutes from the Grand Parkway and State Highway 249.

The construction phase of this project is anticipated to commence in April and is scheduled for completion approximately 7 months later.

We are seeking grant funding for approved installations at our project, including infrastructure, landscaping, and development Services.

Based on our research and that of the major home development companies, we believe that the area known as the northwest corridor of Houston (more specifically Tomball) will continue to experience significant growth in residential development, thereby enhancing the need for this type of development to support the growing business community. The Hufsmith-Kohrville Business Park will help facilitate that growth and provide new and existing residents of the growing area with flexible, clean, and affordable spaces for them to locate their businesses.

For further assistance in your consideration efforts, we have completed the online Tomball EDC Data Sheet.

We welcome any questions you may have about the Hufsmith-Kohrville Business Park. Please feel free to contact us at [development@wjl.me](mailto:development@wjl.me). We are grateful for this opportunity and look forward to receiving your assistance. Thank you for your consideration.

Sincerely,



Matt Lawrence

## Scenario 1 with Client Data

**Project Type:** New Construction - Industrial

**Prepared By:** Tomball EDC

## Purpose & Limitations

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

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

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

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

## Introduction

This report presents the results of an economic impact analysis performed using Impact DashBoard, a model developed by Impact DataSource. The report estimates the impact that a potential project will have on the local economy and estimates the costs and benefits for local taxing districts over a 5-year period.

## Economic Impact Overview

The table below summarizes the economic impact of the project over the first 5 years in terms of job creation, salaries paid to workers, and taxable sales.

| SUMMARY OF ECONOMIC IMPACT OVER 5 YEARS IN CITY OF TOMBALL |              |             |                     |
|--|--------------|-------------|---------------------|
| IMPACT   | DIRECT       | SPIN-OFF    | TOTAL               |
| Jobs   | 135.0        | 32.7        | <b>167.7</b>        |
| Annual Salaries/Wages at Full Ops (Yr 5)                   | \$7,880,117  | \$2,169,544 | <b>\$10,049,661</b> |
| Salaries/Wages over 5 Years                                | \$27,740,360 | \$7,637,441 | <b>\$35,377,801</b> |
| Taxable Sales/Purchases in City of Tomball                 | \$42,203,892 | \$95,468    | <b>\$42,299,360</b> |

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 5 YEARS IN CITY OF TOMBALL |        |          |             |
|--|--------|----------|-------------|
| IMPACT   | DIRECT | SPIN-OFF | TOTAL       |
| Workers who will move to City of Tomball                     | 3.6    | 0.9      | <b>4.5</b>  |
| New residents in City of Tomball                             | 9.5    | 2.3      | <b>11.8</b> |
| New residential properties constructed in City of Tomball    | 0.5    | 0.1      | <b>0.7</b>  |
| New students to attend local school district                 | 1.8    | 0.4      | <b>2.3</b>  |

Totals may not sum due to rounding

The new taxable property to be supported by the Project over the next 5 years is summarized in the following table.

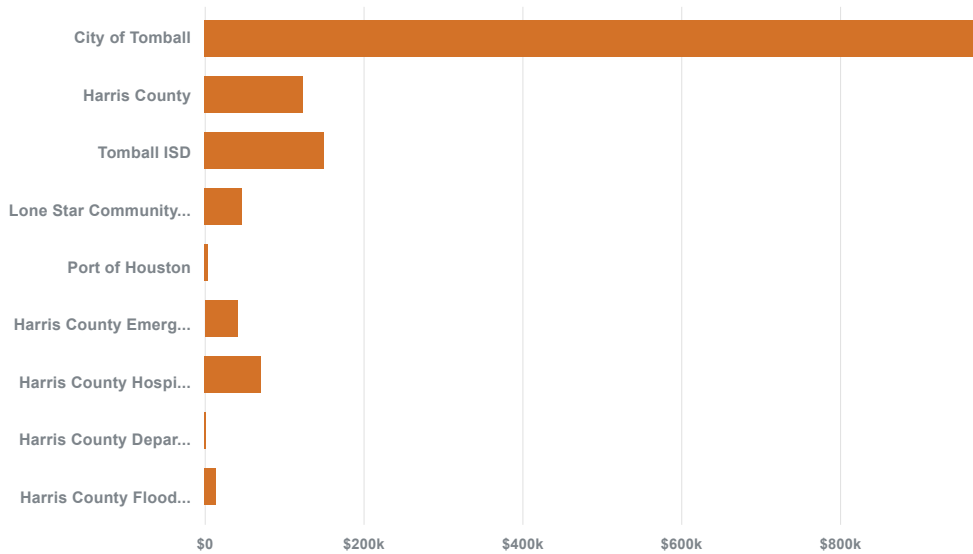
| SUMMARY OF TAXABLE PROPERTY OVER THE FIRST 5 YEARS IN CITY OF TOMBALL |                          |             |              |           |             |                          |                    |
|---|--------------------------|-------------|--------------|-----------|-------------|--------------------------|--------------------|
| YR.   | NEW RESIDENTIAL PROPERTY | LAND        | BUILDINGS... | FF&E      | INVENTORIES | NON-RESIDENTIAL PROPERTY | TOTAL PROPERTY     |
| 1   | \$47,926                 | \$1,344,386 | \$3,757,760  | \$525,000 | \$677,956   | \$6,305,102              | <b>\$6,353,028</b> |
| 2   | \$92,338                 | \$1,371,274 | \$4,386,515  | \$897,500 | \$847,445   | \$7,502,734              | <b>\$7,595,072</b> |
| 3   | \$116,346                | \$1,398,699 | \$4,686,596  | \$927,500 | \$1,059,306 | \$8,072,101              | <b>\$8,188,446</b> |
| 4   | \$135,626                | \$1,426,673 | \$4,950,207  | \$920,000 | \$1,324,133 | \$8,621,013              | <b>\$8,755,639</b> |
| 5   | \$155,630                | \$1,455,207 | \$5,219,092  | \$902,500 | \$1,655,166 | \$9,231,964              | <b>\$9,358,495</b> |

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 5 YEARS   |                    |                    |                    |                    |
|---|--------------------|--------------------|--------------------|--------------------|
|   | BENEFITS           | COSTS              | NET BENEFITS       | PRESENT VALUE*     |
| City of Tomball                             | \$1,463,686        | (\$488,881)        | \$974,805          | \$840,523          |
| Harris County                               | \$206,432          | (\$82,585)         | \$123,848          | \$106,646          |
| Tomball ISD                                 | \$548,145          | (\$397,454)        | \$150,691          | \$129,240          |
| Lone Star Community College                 | \$47,474           | \$0                | \$47,474           | \$40,696           |
| Port of Houston                             | \$3,840            | \$0                | \$3,840            | \$3,292            |
| Harris County Emergency Services District 8 | \$41,504           | \$0                | \$41,504           | \$35,579           |
| Harris County Hospital District             | \$71,435           | \$0                | \$71,435           | \$61,236           |
| Harris County Department of Education       | \$2,198            | \$0                | \$2,198            | \$1,884            |
| Harris County Flood Control                 | \$14,749           | \$0                | \$14,749           | \$12,643           |
| <b>Total</b>                                | <b>\$2,399,462</b> | <b>(\$968,920)</b> | <b>\$1,430,543</b> | <b>\$1,231,738</b> |

\*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.

Net Benefits Over the Next 5 Years





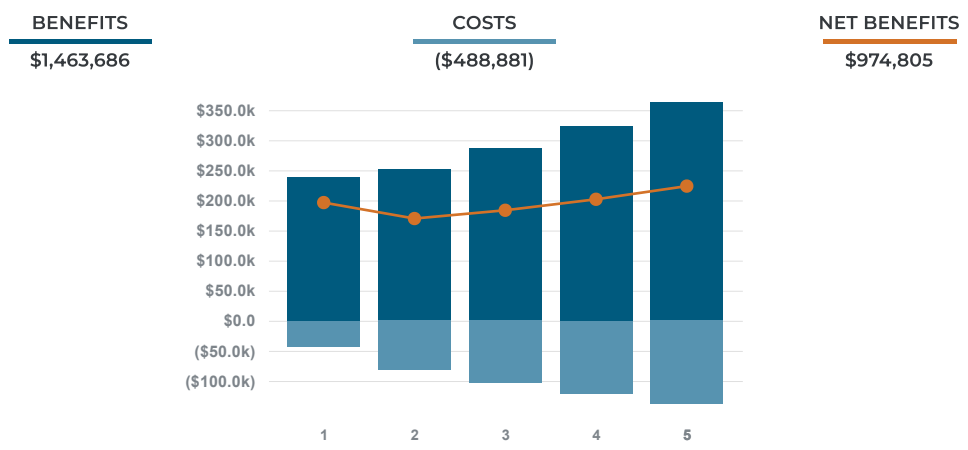
A summary of the total Public Support modeled in this analysis is shown below.

| VALUE OF PUBLIC SUPPORT UNDER CONSIDERATION |                   |                  |
|---|-------------------|------------------|
|   | NON-TAX INCENTIVE | TOTAL            |
| City of Tomball                             | \$122,720         | \$122,720        |
| Harris County                               | \$0               | \$0              |
| Tomball ISD                                 | \$0               | \$0              |
| Lone Star Community College                 | \$0               | \$0              |
| Port of Houston                             | \$0               | \$0              |
| Harris County Emergency Services District 8 | \$0               | \$0              |
| Harris County Hospital District             | \$0               | \$0              |
| Harris County Department of Education       | \$0               | \$0              |
| Harris County Flood Control                 | \$0               | \$0              |
| <b>Total</b>                                | <b>\$122,720</b>  | <b>\$122,720</b> |

The table below displays the estimated additional benefits, costs, and net benefits to be received by City of Tomball over the next 5 years of the Project.

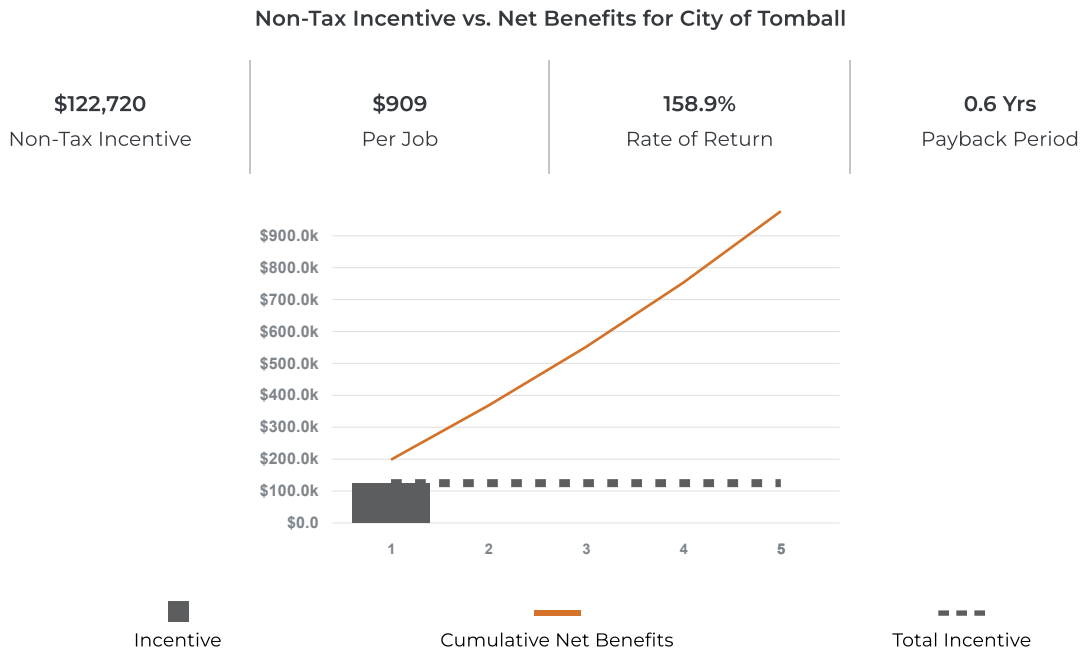
| NET BENEFITS OVER 5 YEARS: CITY OF TOMBALL |                    |                   |                    |
|--|--------------------|-------------------|--------------------|
| BENEFITS                                   | PROJECT            | HOUSEHOLDS        | TOTAL              |
| Sales Taxes                                | \$837,143          | \$8,844           | \$845,987          |
| Real Property Taxes                        | \$99,990           | \$0               | \$99,990           |
| FF&E Property Taxes                        | \$13,909           | \$0               | \$13,909           |
| Inventory Property Taxes                   | \$18,547           | \$0               | \$18,547           |
| New Residential Property Taxes             | \$0                | \$1,826           | \$1,826            |
| Hotel Occupancy Taxes                      | \$237              | \$0               | \$237              |
| Building Permits and Fees                  | \$25,000           | \$0               | \$25,000           |
| Utility Revenue                            | \$319,966          | \$27,587          | \$347,554          |
| Utility Franchise Fees                     | \$20,062           | \$1,725           | \$21,787           |
| Miscellaneous Taxes and User Fees          | \$81,792           | \$7,056           | \$88,848           |
| <b>Benefits Subtotal</b>                   | <b>\$1,416,646</b> | <b>\$47,040</b>   | <b>\$1,463,686</b> |
| COSTS                                      | PROJECT            | HOUSEHOLDS        | TOTAL              |
| Cost of Government Services                | (\$123,974)        | (\$10,662)        | (\$134,636)        |
| Cost of Utility Services                   | (\$326,139)        | (\$28,105)        | (\$354,244)        |
| <b>Costs Subtotal</b>                      | <b>(\$450,113)</b> | <b>(\$38,767)</b> | <b>(\$488,881)</b> |
| <b>Net Benefits</b>                        | <b>\$966,532</b>   | <b>\$8,273</b>    | <b>\$974,805</b>   |

Annual Fiscal Net Benefits for City of Tomball



**Non-Tax Incentives**

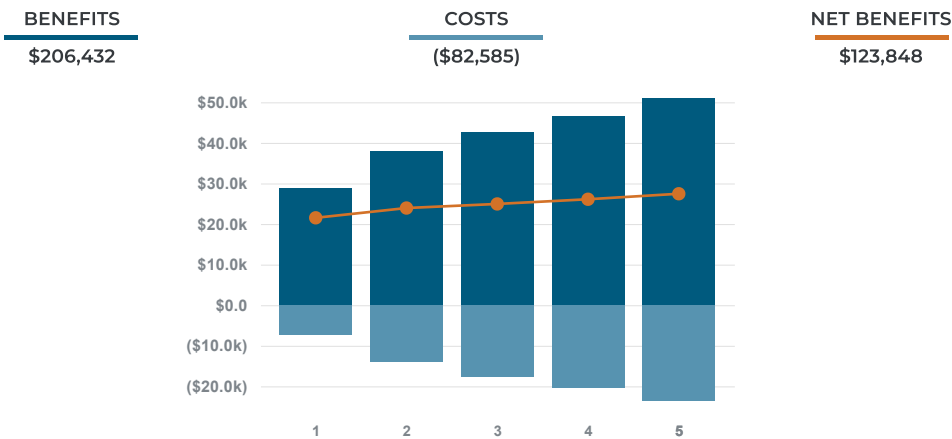
The graph below depicts the non-tax incentives modeled in this analysis versus the cumulative net benefits to City of Tomball. The intersection indicates the length of time until the incentives are paid back.



The table below displays the estimated additional benefits, costs, and net benefits to be received by Harris County over the next 5 years of the Project.

| NET BENEFITS OVER 5 YEARS: HARRIS COUNTY |                   |                   |                   |
|--|-------------------|-------------------|-------------------|
| BENEFITS                                 | PROJECT           | HOUSEHOLDS        | TOTAL             |
| Real Property Taxes                      | \$113,065         | \$0               | \$113,065         |
| FF&E Property Taxes                      | \$15,727          | \$0               | \$15,727          |
| Inventory Property Taxes                 | \$20,972          | \$0               | \$20,972          |
| New Residential Property Taxes           | \$0               | \$16,230          | \$16,230          |
| Hotel Occupancy Taxes                    | \$68              | \$0               | \$68              |
| Miscellaneous Taxes and User Fees        | \$21,091          | \$19,279          | \$40,370          |
| <b>Benefits Subtotal</b>                 | <b>\$170,924</b>  | <b>\$35,508</b>   | <b>\$206,432</b>  |
| COSTS                                    | PROJECT           | HOUSEHOLDS        | TOTAL             |
| Cost of Government Services              | (\$43,211)        | (\$39,374)        | (\$82,585)        |
| <b>Costs Subtotal</b>                    | <b>(\$43,211)</b> | <b>(\$39,374)</b> | <b>(\$82,585)</b> |
| <b>Net Benefits</b>                      | <b>\$127,713</b>  | <b>(\$3,866)</b>  | <b>\$123,848</b>  |

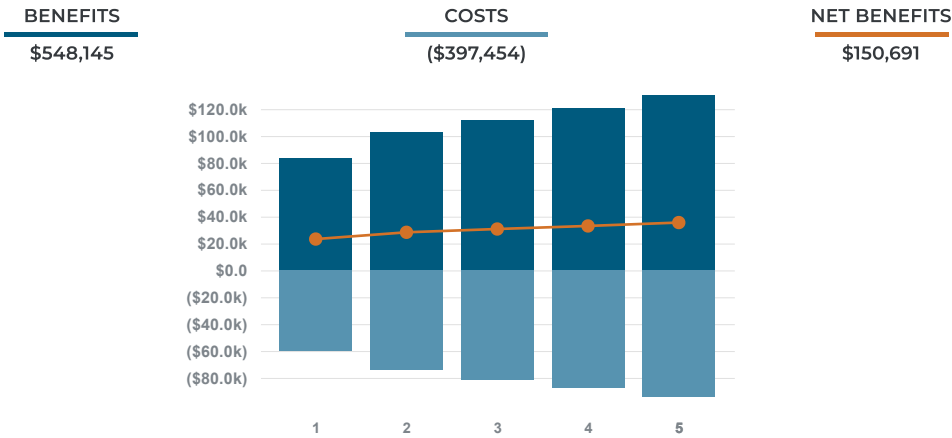
Annual Fiscal Net Benefits for Harris County



The table below displays the estimated additional benefits, costs, and net benefits to be received by Tomball ISD over the next 5 years of the Project.

| NET BENEFITS OVER 5 YEARS: TOMBALL ISD |                    |                   |                    |
|--|--------------------|-------------------|--------------------|
| BENEFITS                               | PROJECT            | HOUSEHOLDS        | TOTAL              |
| Real Property Taxes                    | \$374,955          | \$0               | \$374,955          |
| FF&E Property Taxes                    | \$52,156           | \$0               | \$52,156           |
| Inventory Property Taxes               | \$69,550           | \$0               | \$69,550           |
| New Residential Property Taxes         | \$0                | \$22,752          | \$22,752           |
| Addtl. State & Federal School Funding  | \$0                | \$28,731          | \$28,731           |
| <b>Benefits Subtotal</b>               | <b>\$496,661</b>   | <b>\$51,483</b>   | <b>\$548,145</b>   |
| COSTS                                  | PROJECT            | HOUSEHOLDS        | TOTAL              |
| Cost to Educate New Students           | \$0                | (\$25,554)        | (\$25,554)         |
| Reduction in State School Funding      | (\$355,610)        | (\$16,291)        | (\$371,900)        |
| <b>Costs Subtotal</b>                  | <b>(\$355,610)</b> | <b>(\$41,845)</b> | <b>(\$397,454)</b> |
| <b>Net Benefits</b>                    | <b>\$141,052</b>   | <b>\$9,639</b>    | <b>\$150,691</b>   |

Annual Fiscal Net Benefits for Tomball ISD



The table below displays the estimated additional benefits, costs, and net benefits to be received by Lone Star Community College over the next 5 years of the Project.

NET BENEFITS OVER 5 YEARS: LONE STAR COMMUNITY COLLEGE

| BENEFITS                       | PROJECT         | HOUSEHOLDS     | TOTAL           |
|--------------------------------|-----------------|----------------|-----------------|
| Real Property Taxes            | \$32,336        | \$0            | \$32,336        |
| FF&E Property Taxes            | \$4,498         | \$0            | \$4,498         |
| Inventory Property Taxes       | \$5,998         | \$0            | \$5,998         |
| New Residential Property Taxes | \$0             | \$4,642        | \$4,642         |
| <b>Benefits Subtotal</b>       | <b>\$42,832</b> | <b>\$4,642</b> | <b>\$47,474</b> |
| COSTS                          | PROJECT         | HOUSEHOLDS     | TOTAL           |
| None Estimated                 | \$0             | \$0            | \$0             |
| <b>Costs Subtotal</b>          | <b>\$0</b>      | <b>\$0</b>     | <b>\$0</b>      |
| <b>Net Benefits</b>            | <b>\$42,832</b> | <b>\$4,642</b> | <b>\$47,474</b> |

Annual Fiscal Net Benefits for Lone Star Community College



The table below displays the estimated additional benefits, costs, and net benefits to be received by Port of Houston over the next 5 years of the Project.

| NET BENEFITS OVER 5 YEARS: PORT OF HOUSTON |                |              |                |
|--|----------------|--------------|----------------|
| BENEFITS                                   | PROJECT        | HOUSEHOLDS   | TOTAL          |
| Real Property Taxes                        | \$2,616        | \$0          | \$2,616        |
| FF&E Property Taxes                        | \$364          | \$0          | \$364          |
| Inventory Property Taxes                   | \$485          | \$0          | \$485          |
| New Residential Property Taxes             | \$0            | \$375        | \$375          |
| <b>Benefits Subtotal</b>                   | <b>\$3,465</b> | <b>\$375</b> | <b>\$3,840</b> |
| COSTS                                      | PROJECT        | HOUSEHOLDS   | TOTAL          |
| None Estimated                             | \$0            | \$0          | \$0            |
| <b>Costs Subtotal</b>                      | <b>\$0</b>     | <b>\$0</b>   | <b>\$0</b>     |
| <b>Net Benefits</b>                        | <b>\$3,465</b> | <b>\$375</b> | <b>\$3,840</b> |

Annual Fiscal Net Benefits for Port of Houston



# Harris County Emergency Services District 8 Fiscal Impact

Item 6.

The table below displays the estimated additional benefits, costs, and net benefits to be received by Harris County Emergency Services District 8 over the next 5 years of the Project.

| NET BENEFITS OVER 5 YEARS: HARRIS COUNTY EMERGENCY SERVICES DISTRICT 8 |                 |                |                 |
|--|-----------------|----------------|-----------------|
| BENEFITS   | PROJECT         | HOUSEHOLDS     | TOTAL           |
| Real Property Taxes  | \$28,270        | \$0            | \$28,270        |
| FF&E Property Taxes  | \$3,932         | \$0            | \$3,932         |
| Inventory Property Taxes   | \$5,244         | \$0            | \$5,244         |
| New Residential Property Taxes   | \$0             | \$4,058        | \$4,058         |
| <b>Benefits Subtotal</b>   | <b>\$37,446</b> | <b>\$4,058</b> | <b>\$41,504</b> |
| COSTS  | PROJECT         | HOUSEHOLDS     | TOTAL           |
| None Estimated   | \$0             | \$0            | \$0             |
| <b>Costs Subtotal</b>  | <b>\$0</b>      | <b>\$0</b>     | <b>\$0</b>      |
| <b>Net Benefits</b>  | <b>\$37,446</b> | <b>\$4,058</b> | <b>\$41,504</b> |

Annual Fiscal Net Benefits for Harris County Emergency Services District 8





The table below displays the estimated additional benefits, costs, and net benefits to be received by Harris County Hospital District over the next 5 years of the Project.

| NET BENEFITS OVER 5 YEARS: HARRIS COUNTY HOSPITAL DISTRICT |                 |                |                 |
|--|-----------------|----------------|-----------------|
| BENEFITS   | PROJECT         | HOUSEHOLDS     | TOTAL           |
| Real Property Taxes  | \$48,657        | \$0            | \$48,657        |
| FF&E Property Taxes  | \$6,768         | \$0            | \$6,768         |
| Inventory Property Taxes                                   | \$9,025         | \$0            | \$9,025         |
| New Residential Property Taxes                             | \$0             | \$6,984        | \$6,984         |
| <b>Benefits Subtotal</b>                                   | <b>\$64,451</b> | <b>\$6,984</b> | <b>\$71,435</b> |
| COSTS  | PROJECT         | HOUSEHOLDS     | TOTAL           |
| None Estimated   | \$0             | \$0            | \$0             |
| <b>Costs Subtotal</b>                                      | <b>\$0</b>      | <b>\$0</b>     | <b>\$0</b>      |
| <b>Net Benefits</b>  | <b>\$64,451</b> | <b>\$6,984</b> | <b>\$71,435</b> |

Annual Fiscal Net Benefits for Harris County Hospital District



The table below displays the estimated additional benefits, costs, and net benefits to be received by Harris County Department of Education over the next 5 years of the Project.

| NET BENEFITS OVER 5 YEARS: HARRIS COUNTY DEPARTMENT OF EDUCATION |                |              |                |
|--|----------------|--------------|----------------|
| BENEFITS   | PROJECT        | HOUSEHOLDS   | TOTAL          |
| Real Property Taxes  | \$1,497        | \$0          | \$1,497        |
| FF&E Property Taxes  | \$208          | \$0          | \$208          |
| Inventory Property Taxes   | \$278          | \$0          | \$278          |
| New Residential Property Taxes                                   | \$0            | \$215        | \$215          |
| <b>Benefits Subtotal</b>   | <b>\$1,983</b> | <b>\$215</b> | <b>\$2,198</b> |
| COSTS  | PROJECT        | HOUSEHOLDS   | TOTAL          |
| None Estimated   | \$0            | \$0          | \$0            |
| <b>Costs Subtotal</b>  | <b>\$0</b>     | <b>\$0</b>   | <b>\$0</b>     |
| <b>Net Benefits</b>  | <b>\$1,983</b> | <b>\$215</b> | <b>\$2,198</b> |

Annual Fiscal Net Benefits for Harris County Department of Education



The table below displays the estimated additional benefits, costs, and net benefits to be received by Harris County Flood Control over the next 5 years of the Project.

NET BENEFITS OVER 5 YEARS: HARRIS COUNTY FLOOD CONTROL

| BENEFITS                       | PROJECT         | HOUSEHOLDS     | TOTAL           |
|--------------------------------|-----------------|----------------|-----------------|
| Real Property Taxes            | \$10,046        | \$0            | \$10,046        |
| FF&E Property Taxes            | \$1,397         | \$0            | \$1,397         |
| Inventory Property Taxes       | \$1,863         | \$0            | \$1,863         |
| New Residential Property Taxes | \$0             | \$1,442        | \$1,442         |
| <b>Benefits Subtotal</b>       | <b>\$13,307</b> | <b>\$1,442</b> | <b>\$14,749</b> |
| COSTS                          | PROJECT         | HOUSEHOLDS     | TOTAL           |
| None Estimated                 | \$0             | \$0            | \$0             |
| <b>Costs Subtotal</b>          | <b>\$0</b>      | <b>\$0</b>     | <b>\$0</b>      |
| <b>Net Benefits</b>            | <b>\$13,307</b> | <b>\$1,442</b> | <b>\$14,749</b> |

Annual Fiscal Net Benefits for Harris County Flood Control



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 5-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:

| 444190 OTHER BUILDING MATERIAL DEALERS |                         | CITY OF TOMBALL |
|--|-------------------------|-----------------|
| Employment Multiplier                  | (Type II Direct Effect) | 1.2422          |
| Earnings Multiplier                    | (Type II Direct Effect) | 1.2753          |

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](http://www.impactdatasource.com)

**AGREEMENT**

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

This Agreement (the “Agreement”) is made and entered into by and between the Tomball Economic Development Corporation, an industrial development corporation created pursuant to Tex. Rev. Civ. Stat. Ann. Art. 5190.6, Section 4B, located in Harris County, Texas (the “TEDC”), and **Hufsmith-Kohrville Business Park, LLC** (the “Company”), 16023 Rudgewick Lane, Spring, TX, 77379.

**WITNESSETH:**

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

**WHEREAS**, the Company proposes to develop a 3.79-acre tract of land within the City, located at the corner of Hufsmith-Kohrville and Werich Rd, Tomball, Texas 77375 (the “Property”), more particularly described in Exhibit “A,” attached hereto and made a part hereof; and

**WHEREAS**, the Company intends to make an investment of over Seven Million Dollars (\$7,000,000) in land, buildings, equipment, targeted infrastructure, and other improvements necessary to develop four (4) pre-engineered metal office/warehouse buildings ranging in size from 7,500 square feet to 16,500 square feet (the “Project”); and

**WHEREAS**, the Company also proposes to create One Hundred Thirty-Five Jobs (135) new full-time employment positions in Tomball in conjunction with the opening of its business operations on the Property; and

**WHEREAS**, the TEDC agrees to provide to the Company the sum of up to One Hundred and Twenty-Two Thousand Seven Hundred and Twenty-Two Dollars (\$122,722), or an amount equal to ten (10) percent of actual costs if less than the sum stated above, to assist in the construction of targeted infrastructure improvements (the “Infrastructure Improvements”), identified and described in Exhibit “B,” attached hereto and made a part hereof; and

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

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

1.

The Company hereby covenants and agrees that it will construct and maintain on the Property four (4) pre-engineered metal office/warehouse buildings (the “Improvements”) identified and depicted on Exhibit “C,” attached hereto and made a part hereof. In conjunction with the development of the Property, the Company further agrees to construct the Infrastructure Improvements contemplated by this Agreement, in accordance with the requirements of the ordinances of the City and the plans and specifications approved by the City. The Company further represents and agrees that it will certify the costs of the construction of such Infrastructure Improvements to the TEDC prior to construction.

2.

The construction of the Improvements to the Property, including construction of the Infrastructure Improvements shall be completed, and all necessary permits from the City shall be obtained, within Eighteen (18) months from the Effective Date of this Agreement. Extensions of these deadlines due to extenuating circumstances or uncontrollable delay may be granted by the Board of Directors of the TEDC at its sole discretion.

3.

This Agreement shall become enforceable upon the Effective Date and shall remain in effect for five (5) years, unless terminated or cancelled earlier (the "Term"). The Term may be extended through a written amendment to this Agreement executed by the Parties.

4.

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

5.

In consideration of the Company's representations, promises, and covenants, TEDC agrees to reimburse the Company for the actual cost of the Infrastructure Improvements up to the amount of One Hundred Twenty-Two Thousand Seven Hundred and Twenty-Two Dollars (\$122,722), or an amount equal to ten (10) percent of actual costs if less than the sum stated above upon completion of construction and occupancy of each office/warehouse space. The TEDC agrees to reimburse the Company for such amount within thirty (30) days of receipt of a letter from the

Company requesting such payment and including: (a) certification of the cost of constructing the Infrastructure Improvements; (b) a copy of the City's occupancy permit for the improvements to the Property; (c) certification that the Infrastructure Improvements have been constructed in accordance with the approved plans and specifications; (d) an affidavit stating that all contractors and subcontractors providing work and/or materials in the construction of the Improvements have been paid and any and all liens and claims regarding such work have been released; and (e) Proof of payment to all vendors, contractors and subcontractors providing work and/or materials in the construction of the Improvements, proof of payment must include copies of canceled checks and/or credit card receipts and copies of paid invoices from all vendors, contractors and subcontractors.

6.

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

7.

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

8.

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

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

If to Company: Hufsmith-Kohrville Business Park, LLC  
16023 Rudgewick Lane  
Spring, TX, 77379  
Attn: William J. Lawrence, President

9.

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

10.

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

11.

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

12.

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

13.

In the event any one or more words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement, or the application thereof to any person, firm, corporation, or circumstance, shall be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, then the application, invalidity or unconstitutionality of such words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement shall be

deemed to be independent of and severable from the remainder of this Agreement, and the validity of the remaining parts of this Agreement shall not be affected thereby.

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the parties on this \_\_\_\_\_ day of \_\_\_\_\_ 2023 (the “Effective Date”).

**Hufsmith-Kohrville Business Park, LLC**

By: \_\_\_\_\_  
Name: William J. Lawrence  
Title: President

ATTEST:

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

**TOMBALL ECONOMIC DEVELOPMENT CORPORATION**

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

ATTEST:

By: \_\_\_\_\_  
Name: William E. Sumner Jr.  
Title: Secretary, Board of Directors

**ACKNOWLEDGMENT**

THE STATE OF TEXAS §

COUNTY OF HARRIS       §  
  §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_  
2023, by William J. Lawrence, President, Hufsmith-Kohrville Business Park, 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   10   day of January  
2023, by Gretchen Fagan, President of the Board of Directors of the Tomball Economic  
Development Corporation, for and on behalf of said Corporation.

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

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

(SEAL)

**Exhibit A**

**Legal Description of Property**

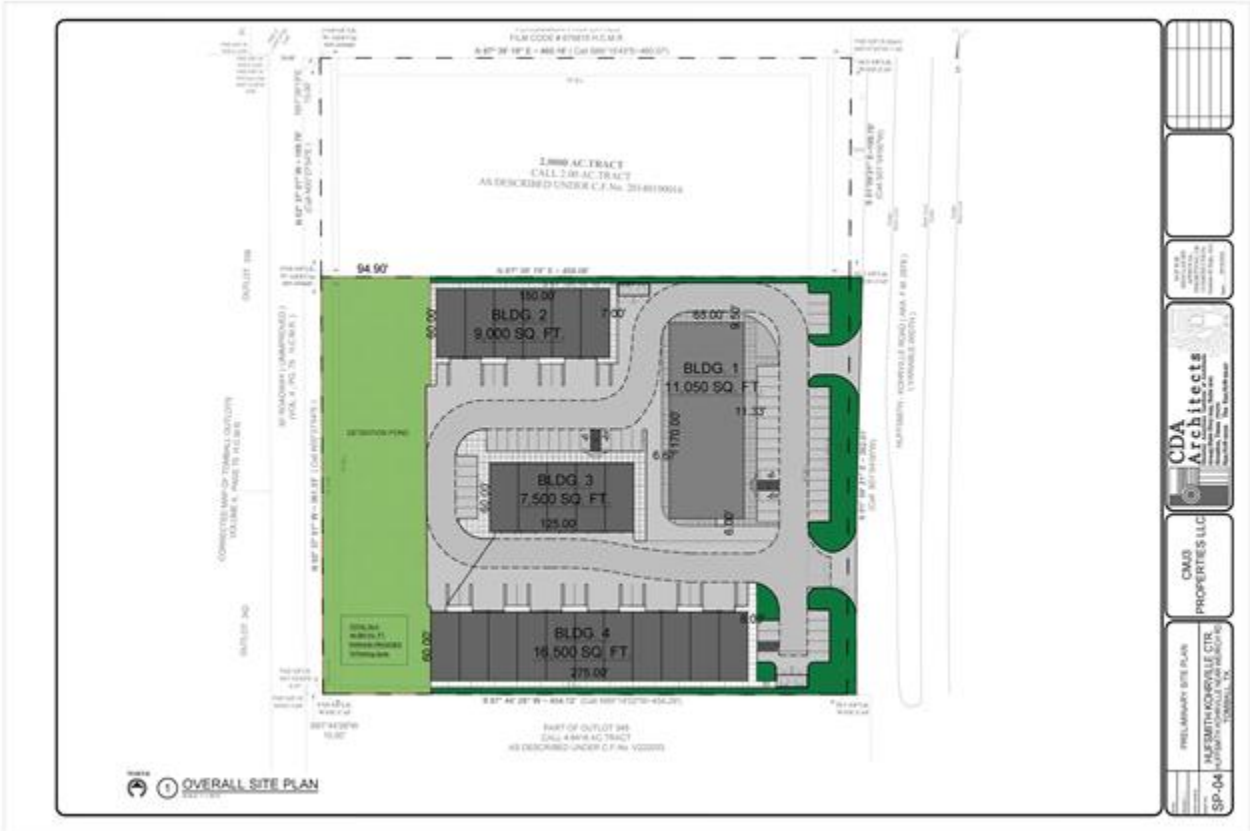
Lot 2 Block 1 – 0 Hufsmith-Kohrville Road. 3.7869 AC. Tract, Hufsmith 2978 replat No 1, Film Code No. 693798

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

| <b>Targeted Infrastructure</b> | <b>Cost</b>         |
|--------------------------------|---------------------|
| Sanitary Sewer                 | \$ 81,635           |
| Storm Drainage                 | \$ 236,590          |
| Water                          | \$ 88,280           |
| Gas                            | \$ 5,000            |
| Site Preparation               | \$ 603,095          |
| Telecommunications/Internet    | \$ -                |
| Electric                       | \$ 212,600          |
|                                |                     |
| <b>Total</b>                   | <b>\$ 1,227,200</b> |

### Exhibit C Description of Improvements

Four (4) pre-engineered metal office/warehouse buildings ranging in size from 7,500 sq. ft. to 16,500 sq. ft. with a shared common driveway on approximately 3.7869 acres of land generally located on the west side of Hufsmith-Kohrville and Werich Road.



**Exhibit C Continued**  
**Description of Improvements**



Gateway 359  
Fulshear, TX

CDA Architects



# Regular Tomball EDC

## Agenda Item

### Data Sheet

**Meeting Date:** January 10, 2023

**Topic:**

Consideration and possible action by Tomball EDC to approve, as a Project of the Corporation, an agreement with BCS Tomball Main, LLC to make direct incentives to, or expenditures for, assistance with infrastructure costs required or suitable for the promotion of new or expanded business enterprise related to the construction of a commercial retail development to be located at the NE corner of SH 249 and FM 2920 Rd., Tomball, TX 77377. The estimated amount of expenditures for such Project is \$123,094.00.

- Public Hearing

**Background:**

The Tomball Economic Development Corporation has received a request from Jack Burgher, Partner, BCS Capital Group, LLC, the parent company of BCS Tomball Main, LLC for assistance with infrastructure costs related to the construction and redevelopment of a commercial retail space on approximately 0.43 acres to be located at the NE corner of SH 249 and FM 2920, Tomball, Texas 77375.

The proposed development will consist of the construction of an approximately 783 square foot commercial retail space for a proposed Salad and Go. The estimated capital investment for the project is \$4,720,625.00.

The eligible infrastructure improvements include redeveloping the existing stormwater detention pond which fronts FM2920 and related site improvements totaling approximately \$820,625.00.

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

An economic impact analysis is included with the agreement to show the impact of this project of Tomball's economy. Per the analysis, the 5-year net benefit of this project on Tomball's economy is \$252,927.00.

If the agreement between the TEDC and BCS Capital Group, LLC is approved as a Project of the Corporation, the grant funding amount will not exceed \$123,094.00, based on 15% of the actual expenditures for the eligible infrastructure improvements.

**Origination:** Jack Burgher, Partner, BCS Tomball Main, LLC

**Recommendation:** Staff recommends approval of the Performance Agreement with BCS Capital Group, 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:  No: \_\_\_\_\_ If yes, specify Account Number: # Project Grants \_\_\_\_\_

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

Signed \_\_\_\_\_  
Staff Member-TEDC Date

Approved by \_\_\_\_\_  
Executive Director-TEDC Date



January 3, 2022

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

**RE: Infrastructure Grant Application – 28750 SH 249, Tomball, TX 77375**

Dear Ms. Wooten,

We are pleased to submit an overview of our proposed retail project at the northeast corner of SH 249 and FM 2920 and appreciate your consideration of our infrastructure grant application.

We plan to develop the site in two Phases: Phase I focuses on redeveloping the existing stormwater detention pond, which fronts FM 2920, into a commercially viable location. The size of the site constrains many retail uses; however, we look forward to redeveloping the underutilized commercial property into a Salad & Go restaurant (<https://www.saladandgo.com/>). Doing so will not only visually improve a major intersection in the City of Tomball but will also deliver a concept to the City that is focused on delivering food that is both convenient, nutritious, and affordable.

Additionally, a major component of Phase I involves redirecting detention volumes of the existing pond into underground infrastructure. The underground infrastructure will maximize the net usable area of the site, increasing available jobs and taxable revenue of the property.

Phase II will focus on redeveloping the remainder of the site from the current vacant Luby's into multi-tenant retail building(s).

The plans for Phase II are largely contingent on the capital requirement of infrastructure to accomplish Phase I, which is why we are focusing solely on a grant for Phase I for the time being. If we were awarded a grant from TEDC, the funds would be applied toward demolishing the existing concrete pond, removing fencing, filling the pond to grade, and constructing the underground detention infrastructure. The site work for Phase I is set to commence in Q3 2023 and completed in Q4, with the store scheduled to open in early Q1 2024.

The estimated site work/infrastructure cost of Phase I for which we are seeking grant funding is \$820,625.00 and is further detailed in the attached cost estimate spreadsheet. Also enclosed with this letter you will find a site plan of the overall proposed project, along with the Salad & Go site plan.

We are grateful to the Board for their consideration of our application and look forward to continuing to work with your team to deliver a value-add development to the City of Tomball. Should you have any questions or require any additional detail, please feel free to contact me by phone at 713-803-9730 or by email at [jack.burgher@bcscapitalgroup.com](mailto:jack.burgher@bcscapitalgroup.com).

Sincerely,

**BCS Capital Group LLC**

A handwritten signature in black ink that reads "Jack Burgher". The signature is written in a cursive, flowing style.

Jack Burgher, Partner

Scenario 1 with Client Data

**Project Type:** New Construction - Retail  
**Prepared By:** Tomball EDC

**Purpose & Limitations**

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

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

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

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

**Introduction**

This report presents the results of an economic impact analysis performed using Impact DashBoard, a model developed by Impact DataSource. The report estimates the impact that a potential project will have on the local economy and estimates the costs and benefits for local taxing districts over a 5-year period.

**Economic Impact Overview**

The table below summarizes the economic impact of the project over the first 5 years in terms of job creation, salaries paid to workers, and taxable sales.

| SUMMARY OF ECONOMIC IMPACT OVER 5 YEARS IN CITY OF TOMBALL |             |             |                     |
|--|-------------|-------------|---------------------|
| IMPACT   | DIRECT      | SPIN-OFF    | TOTAL               |
| Jobs   | 31.0        | 6.6         | <b>37.6</b>         |
| Annual Salaries/Wages at Full Ops (Yr 5)                   | \$1,814,320 | \$563,326   | <b>\$2,377,646</b>  |
| Salaries/Wages over 5 Years                                | \$7,644,216 | \$2,373,441 | <b>\$10,017,657</b> |
| Taxable Sales/Purchases in City of Tomball                 | \$8,784,215 | \$29,668    | <b>\$8,813,883</b>  |

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 5 YEARS IN CITY OF TOMBALL |        |          |            |
|--|--------|----------|------------|
| IMPACT   | DIRECT | SPIN-OFF | TOTAL      |
| Workers who will move to City of Tomball                     | 0.8    | 0.2      | <b>1.0</b> |
| New residents in City of Tomball                             | 2.2    | 0.5      | <b>2.6</b> |
| New residential properties constructed in City of Tomball    | 0.1    | 0.0      | <b>0.2</b> |
| New students to attend local school district                 | 0.4    | 0.1      | <b>0.5</b> |

Totals may not sum due to rounding

The new taxable property to be supported by the Project over the next 5 years is summarized in the following table.

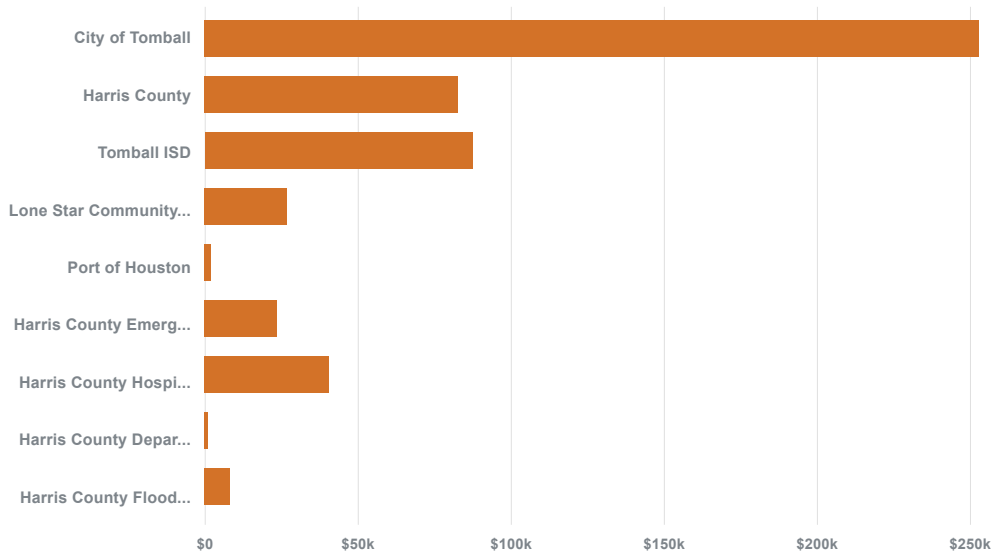
| SUMMARY OF TAXABLE PROPERTY OVER THE FIRST 5 YEARS IN CITY OF TOMBALL |                          |             |              |           |             |                          |                    |
|---|--------------------------|-------------|--------------|-----------|-------------|--------------------------|--------------------|
| YR.   | NEW RESIDENTIAL PROPERTY | LAND        | BUILDINGS... | FF&E      | INVENTORIES | NON-RESIDENTIAL PROPERTY | TOTAL PROPERTY     |
| 1   | \$25,971                 | \$2,700,000 | \$1,480,625  | \$540,000 | \$0         | \$4,720,625              | <b>\$4,746,596</b> |
| 2   | \$27,550                 | \$2,754,000 | \$1,510,238  | \$486,000 | \$0         | \$4,750,238              | <b>\$4,777,787</b> |
| 3   | \$29,182                 | \$2,809,080 | \$1,540,442  | \$432,000 | \$0         | \$4,781,522              | <b>\$4,810,704</b> |
| 4   | \$31,970                 | \$2,865,262 | \$1,571,251  | \$378,000 | \$0         | \$4,814,513              | <b>\$4,846,483</b> |
| 5   | \$34,858                 | \$2,922,567 | \$1,602,676  | \$324,000 | \$0         | \$4,849,243              | <b>\$4,884,737</b> |

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 5 YEARS   |                  |                    |                  |                  |
|---|------------------|--------------------|------------------|------------------|
|   | BENEFITS         | COSTS              | NET BENEFITS     | PRESENT VALUE*   |
| City of Tomball                             | \$389,456        | (\$136,529)        | \$252,927        | \$219,718        |
| Harris County                               | \$105,580        | (\$22,659)         | \$82,920         | \$71,794         |
| Tomball ISD                                 | \$313,002        | (\$225,469)        | \$87,533         | \$75,730         |
| Lone Star Community College                 | \$27,027         | \$0                | \$27,027         | \$23,381         |
| Port of Houston                             | \$2,186          | \$0                | \$2,186          | \$1,891          |
| Harris County Emergency Services District 8 | \$23,629         | \$0                | \$23,629         | \$20,441         |
| Harris County Hospital District             | \$40,669         | \$0                | \$40,669         | \$35,181         |
| Harris County Department of Education       | \$1,251          | \$0                | \$1,251          | \$1,082          |
| Harris County Flood Control                 | \$8,397          | \$0                | \$8,397          | \$7,264          |
| <b>Total</b>                                | <b>\$911,197</b> | <b>(\$384,658)</b> | <b>\$526,539</b> | <b>\$456,482</b> |

\*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.

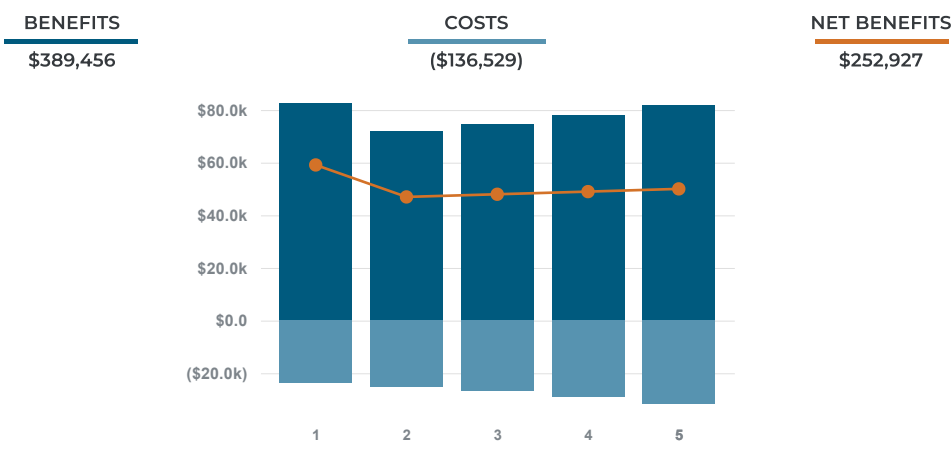
Net Benefits Over the Next 5 Years



The table below displays the estimated additional benefits, costs, and net benefits to be received by City of Tomball over the next 5 years of the Project.

| NET BENEFITS OVER 5 YEARS: CITY OF TOMBALL |                    |                   |                    |
|--|--------------------|-------------------|--------------------|
| BENEFITS                                   | PROJECT            | HOUSEHOLDS        | TOTAL              |
| Sales Taxes                                | \$173,773          | \$2,504           | \$176,278          |
| Real Property Taxes                        | \$72,522           | \$0               | \$72,522           |
| FF&E Property Taxes                        | \$7,200            | \$0               | \$7,200            |
| Inventory Property Taxes                   | \$0                | \$0               | \$0                |
| New Residential Property Taxes             | \$0                | \$498             | \$498              |
| Hotel Occupancy Taxes                      | \$0                | \$0               | \$0                |
| Building Permits and Fees                  | \$5,000            | \$0               | \$5,000            |
| Utility Revenue                            | \$89,531           | \$7,530           | \$97,061           |
| Utility Franchise Fees                     | \$5,614            | \$471             | \$6,085            |
| Miscellaneous Taxes and User Fees          | \$22,887           | \$1,926           | \$24,813           |
| <b>Benefits Subtotal</b>                   | <b>\$376,527</b>   | <b>\$12,929</b>   | <b>\$389,456</b>   |
| COSTS                                      | PROJECT            | HOUSEHOLDS        | TOTAL              |
| Cost of Government Services                | (\$34,690)         | (\$2,910)         | (\$37,600)         |
| Cost of Utility Services                   | (\$91,259)         | (\$7,671)         | (\$98,930)         |
| <b>Costs Subtotal</b>                      | <b>(\$125,949)</b> | <b>(\$10,581)</b> | <b>(\$136,529)</b> |
| <b>Net Benefits</b>                        | <b>\$250,578</b>   | <b>\$2,348</b>    | <b>\$252,927</b>   |

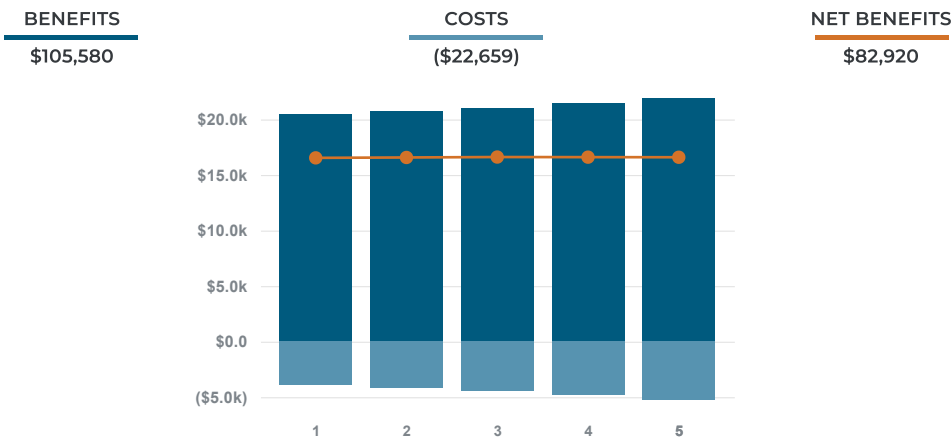
Annual Fiscal Net Benefits for City of Tomball



The table below displays the estimated additional benefits, costs, and net benefits to be received by Harris County over the next 5 years of the Project.

| NET BENEFITS OVER 5 YEARS: HARRIS COUNTY |                   |                   |                   |
|--|-------------------|-------------------|-------------------|
| BENEFITS                                 | PROJECT           | HOUSEHOLDS        | TOTAL             |
| Real Property Taxes                      | \$82,005          | \$0               | \$82,005          |
| FF&E Property Taxes                      | \$8,142           | \$0               | \$8,142           |
| Inventory Property Taxes                 | \$0               | \$0               | \$0               |
| New Residential Property Taxes           | \$0               | \$4,356           | \$4,356           |
| Hotel Occupancy Taxes                    | \$0               | \$0               | \$0               |
| Miscellaneous Taxes and User Fees        | \$5,902           | \$5,175           | \$11,076          |
| <b>Benefits Subtotal</b>                 | <b>\$96,049</b>   | <b>\$9,531</b>    | <b>\$105,580</b>  |
| COSTS                                    | PROJECT           | HOUSEHOLDS        | TOTAL             |
| Cost of Government Services              | (\$12,091)        | (\$10,568)        | (\$22,659)        |
| <b>Costs Subtotal</b>                    | <b>(\$12,091)</b> | <b>(\$10,568)</b> | <b>(\$22,659)</b> |
| <b>Net Benefits</b>                      | <b>\$83,958</b>   | <b>(\$1,038)</b>  | <b>\$82,920</b>   |

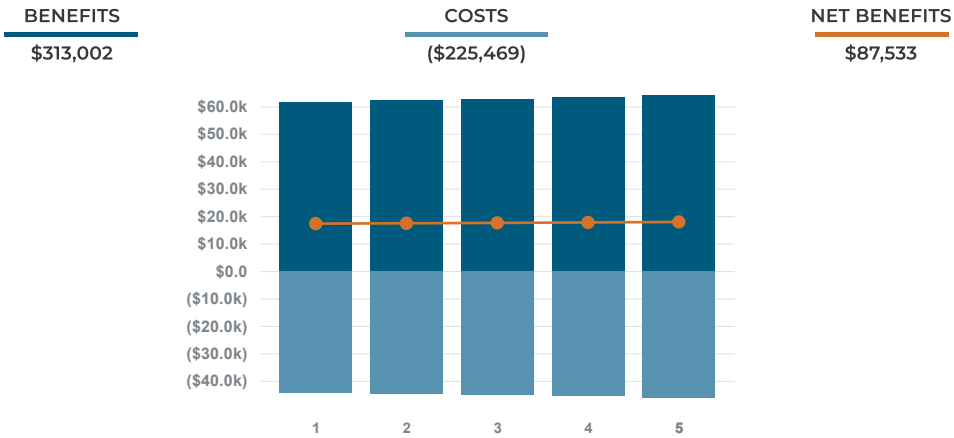
Annual Fiscal Net Benefits for Harris County



The table below displays the estimated additional benefits, costs, and net benefits to be received by Tomball ISD over the next 5 years of the Project.

| NET BENEFITS OVER 5 YEARS: TOMBALL ISD |                    |                   |                    |
|--|--------------------|-------------------|--------------------|
| BENEFITS                               | PROJECT            | HOUSEHOLDS        | TOTAL              |
| Real Property Taxes                    | \$271,952          | \$0               | \$271,952          |
| FF&E Property Taxes                    | \$27,000           | \$0               | \$27,000           |
| Inventory Property Taxes               | \$0                | \$0               | \$0                |
| New Residential Property Taxes         | \$0                | \$6,209           | \$6,209            |
| Addtl. State & Federal School Funding  | \$0                | \$7,841           | \$7,841            |
| <b>Benefits Subtotal</b>               | <b>\$298,952</b>   | <b>\$14,050</b>   | <b>\$313,002</b>   |
| COSTS                                  | PROJECT            | HOUSEHOLDS        | TOTAL              |
| Cost to Educate New Students           | \$0                | (\$6,974)         | (\$6,974)          |
| Reduction in State School Funding      | (\$214,049)        | (\$4,446)         | (\$218,495)        |
| <b>Costs Subtotal</b>                  | <b>(\$214,049)</b> | <b>(\$11,420)</b> | <b>(\$225,469)</b> |
| <b>Net Benefits</b>                    | <b>\$84,902</b>    | <b>\$2,631</b>    | <b>\$87,533</b>    |

Annual Fiscal Net Benefits for Tomball ISD





The table below displays the estimated additional benefits, costs, and net benefits to be received by Lone Star Community College over the next 5 years of the Project.

NET BENEFITS OVER 5 YEARS: LONE STAR COMMUNITY COLLEGE

| BENEFITS                       | PROJECT         | HOUSEHOLDS     | TOTAL           |
|--------------------------------|-----------------|----------------|-----------------|
| Real Property Taxes            | \$23,453        | \$0            | \$23,453        |
| FF&E Property Taxes            | \$2,328         | \$0            | \$2,328         |
| Inventory Property Taxes       | \$0             | \$0            | \$0             |
| New Residential Property Taxes | \$0             | \$1,246        | \$1,246         |
| <b>Benefits Subtotal</b>       | <b>\$25,782</b> | <b>\$1,246</b> | <b>\$27,027</b> |
| COSTS                          | PROJECT         | HOUSEHOLDS     | TOTAL           |
| None Estimated                 | \$0             | \$0            | \$0             |
| <b>Costs Subtotal</b>          | <b>\$0</b>      | <b>\$0</b>     | <b>\$0</b>      |
| <b>Net Benefits</b>            | <b>\$25,782</b> | <b>\$1,246</b> | <b>\$27,027</b> |

Annual Fiscal Net Benefits for Lone Star Community College



The table below displays the estimated additional benefits, costs, and net benefits to be received by Port of Houston over the next 5 years of the Project.

| NET BENEFITS OVER 5 YEARS: PORT OF HOUSTON |                |              |                |
|--|----------------|--------------|----------------|
| BENEFITS                                   | PROJECT        | HOUSEHOLDS   | TOTAL          |
| Real Property Taxes                        | \$1,897        | \$0          | \$1,897        |
| FF&E Property Taxes                        | \$188          | \$0          | \$188          |
| Inventory Property Taxes                   | \$0            | \$0          | \$0            |
| New Residential Property Taxes             | \$0            | \$101        | \$101          |
| <b>Benefits Subtotal</b>                   | <b>\$2,085</b> | <b>\$101</b> | <b>\$2,186</b> |
| COSTS                                      | PROJECT        | HOUSEHOLDS   | TOTAL          |
| None Estimated                             | \$0            | \$0          | \$0            |
| <b>Costs Subtotal</b>                      | <b>\$0</b>     | <b>\$0</b>   | <b>\$0</b>     |
| <b>Net Benefits</b>                        | <b>\$2,085</b> | <b>\$101</b> | <b>\$2,186</b> |

Annual Fiscal Net Benefits for Port of Houston



# Harris County Emergency Services District 8 Fiscal Impact

Item 7.

The table below displays the estimated additional benefits, costs, and net benefits to be received by Harris County Emergency Services District 8 over the next 5 years of the Project.

| NET BENEFITS OVER 5 YEARS: HARRIS COUNTY EMERGENCY SERVICES DISTRICT 8 |                 |                |                 |
|--|-----------------|----------------|-----------------|
| BENEFITS   | PROJECT         | HOUSEHOLDS     | TOTAL           |
| Real Property Taxes  | \$20,504        | \$0            | \$20,504        |
| FF&E Property Taxes  | \$2,036         | \$0            | \$2,036         |
| Inventory Property Taxes   | \$0             | \$0            | \$0             |
| New Residential Property Taxes   | \$0             | \$1,089        | \$1,089         |
| <b>Benefits Subtotal</b>   | <b>\$22,540</b> | <b>\$1,089</b> | <b>\$23,629</b> |
| COSTS  | PROJECT         | HOUSEHOLDS     | TOTAL           |
| None Estimated   | \$0             | \$0            | \$0             |
| <b>Costs Subtotal</b>  | <b>\$0</b>      | <b>\$0</b>     | <b>\$0</b>      |
| <b>Net Benefits</b>  | <b>\$22,540</b> | <b>\$1,089</b> | <b>\$23,629</b> |

Annual Fiscal Net Benefits for Harris County Emergency Services District 8



The table below displays the estimated additional benefits, costs, and net benefits to be received by Harris County Hospital District over the next 5 years of the Project.

| NET BENEFITS OVER 5 YEARS: HARRIS COUNTY HOSPITAL DISTRICT |                 |                |                 |
|--|-----------------|----------------|-----------------|
| BENEFITS   | PROJECT         | HOUSEHOLDS     | TOTAL           |
| Real Property Taxes  | \$35,291        | \$0            | \$35,291        |
| FF&E Property Taxes  | \$3,504         | \$0            | \$3,504         |
| Inventory Property Taxes                                   | \$0             | \$0            | \$0             |
| New Residential Property Taxes                             | \$0             | \$1,875        | \$1,875         |
| <b>Benefits Subtotal</b>                                   | <b>\$38,794</b> | <b>\$1,875</b> | <b>\$40,669</b> |
| COSTS  | PROJECT         | HOUSEHOLDS     | TOTAL           |
| None Estimated   | \$0             | \$0            | \$0             |
| <b>Costs Subtotal</b>                                      | <b>\$0</b>      | <b>\$0</b>     | <b>\$0</b>      |
| <b>Net Benefits</b>  | <b>\$38,794</b> | <b>\$1,875</b> | <b>\$40,669</b> |

Annual Fiscal Net Benefits for Harris County Hospital District



The table below displays the estimated additional benefits, costs, and net benefits to be received by Harris County Department of Education over the next 5 years of the Project.

| NET BENEFITS OVER 5 YEARS: HARRIS COUNTY DEPARTMENT OF EDUCATION |                |             |                |
|--|----------------|-------------|----------------|
| BENEFITS   | PROJECT        | HOUSEHOLDS  | TOTAL          |
| Real Property Taxes  | \$1,086        | \$0         | \$1,086        |
| FF&E Property Taxes  | \$108          | \$0         | \$108          |
| Inventory Property Taxes   | \$0            | \$0         | \$0            |
| New Residential Property Taxes                                   | \$0            | \$58        | \$58           |
| <b>Benefits Subtotal</b>   | <b>\$1,193</b> | <b>\$58</b> | <b>\$1,251</b> |
| COSTS  | PROJECT        | HOUSEHOLDS  | TOTAL          |
| None Estimated   | \$0            | \$0         | \$0            |
| <b>Costs Subtotal</b>  | <b>\$0</b>     | <b>\$0</b>  | <b>\$0</b>     |
| <b>Net Benefits</b>  | <b>\$1,193</b> | <b>\$58</b> | <b>\$1,251</b> |

Annual Fiscal Net Benefits for Harris County Department of Education



The table below displays the estimated additional benefits, costs, and net benefits to be received by Harris County Flood Control over the next 5 years of the Project.

NET BENEFITS OVER 5 YEARS: HARRIS COUNTY FLOOD CONTROL

| BENEFITS                       | PROJECT        | HOUSEHOLDS   | TOTAL          |
|--------------------------------|----------------|--------------|----------------|
| Real Property Taxes            | \$7,286        | \$0          | \$7,286        |
| FF&E Property Taxes            | \$723          | \$0          | \$723          |
| Inventory Property Taxes       | \$0            | \$0          | \$0            |
| New Residential Property Taxes | \$0            | \$387        | \$387          |
| <b>Benefits Subtotal</b>       | <b>\$8,010</b> | <b>\$387</b> | <b>\$8,397</b> |
| COSTS                          | PROJECT        | HOUSEHOLDS   | TOTAL          |
| None Estimated                 | \$0            | \$0          | \$0            |
| <b>Costs Subtotal</b>          | <b>\$0</b>     | <b>\$0</b>   | <b>\$0</b>     |
| <b>Net Benefits</b>            | <b>\$8,010</b> | <b>\$387</b> | <b>\$8,397</b> |

Annual Fiscal Net Benefits for Harris County Flood Control



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 5-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:

| 445120 CONVENIENCE STORES |                         | CITY OF TOMBALL |
|---------------------------|-------------------------|-----------------|
| Employment Multiplier     | (Type II Direct Effect) | 1.2116          |
| Earnings Multiplier       | (Type II Direct Effect) | 1.3105          |

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](http://www.impactdatasource.com)

**AGREEMENT**

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

This Agreement (the “Agreement”) is made and entered into by and between the Tomball Economic Development Corporation, an industrial development corporation created pursuant to Tex. Rev. Civ. Stat. Ann. Art. 5190.6, Section 4B, located in Harris County, Texas (the “TEDC”), and **BCS Tomball Main, LLC** (the “Company”), 1904 Fountain View Dr., Houston, TX, 77057.

**WITNESSETH:**

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

**WHEREAS**, the Company proposes to develop a 0.43-acre tract of land within the City, located at the northeast corner of SH 249 and FM 2920 Rd, Tomball, Texas 77377 (the “Property”), more particularly described in Exhibit “A,” attached hereto and made a part hereof; and

**WHEREAS**, the Company intends to make an investment of over Four Million Dollars (\$4,000,000.00) in land, buildings, equipment, targeted infrastructure, and other improvements necessary to develop an approximately 783 square foot commercial retail space (the “Project”); and



**WHEREAS**, the Company also proposes to create thirty-one (31) new full-time employment positions in Tomball in conjunction with the opening of its business operations on the property; and

**WHEREAS**, the TEDC agrees to provide to the Company the sum of up to One Hundred and Twenty-Three Thousand and Ninety-Four Dollars (\$123,094.00), or an amount equal to fifteen (15) percent of actual construction costs if less than the sum stated above, to assist in the construction of infrastructure necessary to promote and develop new business enterprises on the Property. The infrastructure found by the Board of Directors of TEDC to be required to develop the Property are certain drainage facilities and related improvements, site improvements, water, sanitary sewer, gas, and electric utilities to the exterior of the buildings (the “Infrastructure Improvements”), identified and described in Exhibit “C,” attached hereto and made a part hereof; and

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

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

1.

The Company hereby covenants and agrees that it will construct and maintain on the Property an approximately 783 square foot commercial retail space (the “Improvements”) identified and depicted on Exhibit “C,” attached hereto and made a part hereof. In conjunction with the development of the Property, the Company further agrees to construct the Infrastructure Improvements contemplated by this Agreement, in accordance with the requirements of the

ordinances of the City and the plans and specifications approved by the City. The Company further represents and agrees that it will certify the costs of the construction of such Infrastructure Improvements to the TEDC prior to construction.

2.

The construction of the Improvements to the Property, including construction of the Infrastructure Improvements shall be completed, and all necessary permits from the City shall be obtained, within Eighteen (18) months from the Effective Date of this Agreement. Extensions of these deadlines due to extenuating circumstances or uncontrollable delay may be granted by the Board of Directors of the TEDC at its sole discretion.

3.

This Agreement shall become enforceable upon the Effective Date and shall remain in effect for five (5) years, unless terminated or cancelled earlier (the "Term"). The Term may be extended through a written amendment to this Agreement executed by the Parties.

4.

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

5.

In consideration of the Company's representations, promises, and covenants, TEDC agrees to reimburse the Company for the actual cost of the Infrastructure Improvements up to the amount

of One Hundred and Twenty-Three Thousand and Ninety-Four Dollars (\$123,094.00), or an amount equal to fifteen (15) percent of actual costs if less than the sum stated above upon completion of construction and occupancy of the commercial retail space. The TEDC agrees to reimburse the Company for such amount within thirty (30) days of receipt of a letter from the Company requesting such payment and including: (a) certification of the cost of constructing the Infrastructure Improvements; (b) a copy of the City's occupancy permit for the improvements to the Property; (c) certification that the Infrastructure Improvements have been constructed in accordance with the approved plans and specifications; (d) an affidavit stating that all contractors and subcontractors providing work and/or materials in the construction of the Improvements have been paid and any and all liens and claims regarding such work have been released; and (e) Proof of payment to all vendors, contractors and subcontractors providing work and/or materials in the construction of the Improvements, proof of payment must include copies of canceled checks and/or credit card receipts and copies of paid invoices from all vendors, contractors and subcontractors.

6.

It is understood and agreed by the parties that, in the event of a default by the Company on any of its obligations under this Agreement, the Company shall reimburse the TEDC the full amount paid to the Company by the TEDC, with interest at the rate equal to the 90-day Treasury Bill plus ½% 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, or any owner or lessee of the Improvements, is convicted of a violation under 8 U.S.C. Section 1324a(f), the Company will reimburse the TEDC the full amount paid to the Company, with interest at the rate equal to the

90-day Treasury Bill plus  $\frac{1}{2}\%$  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 default.

7.

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

8.

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

If to City:

Tomball Economic Development Corporation  
401 W. Market Street  
Tomball, Texas 77375

Attn: President, Board of Directors

If to Company:

BCS Tomball Main, LLC  
1940 Fountain View Dr.,  
Houston, TX, 77057  
Attn: Jack Burgher, Partner

9.

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

10.

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

11.

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

12.

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

13.

In the event any one or more words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement, or the application thereof to any person, firm, corporation, or

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

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the parties on this \_\_\_\_\_ day of \_\_\_\_\_ 2023 (the "Effective Date").

**BCS Tomball Main, LLC**

By: \_\_\_\_\_  
Name: Jack Burgher  
Title: Partner

ATTEST:

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

**TOMBALL ECONOMIC DEVELOPMENT CORPORATION**

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

ATTEST:

By: \_\_\_\_\_  
Name: William E. Sumner Jr.  
Title: Secretary, Board of Directors

ACKNOWLEDGMENT

THE STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_  
2023, by Jack Burgher, Partner, BCS Tomball Main, 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 \_\_10\_\_ day of \_January\_\_\_\_\_  
2023, by Gretchen Fagan, President of the Board of Directors of the Tomball Economic  
Development Corporation, for and on behalf of said Corporation.

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

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

(SEAL)

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

Tract C, Block 1, Cornerstone Luby's. 0.43 AC – F.C. No. 383097 H.C.M.R.

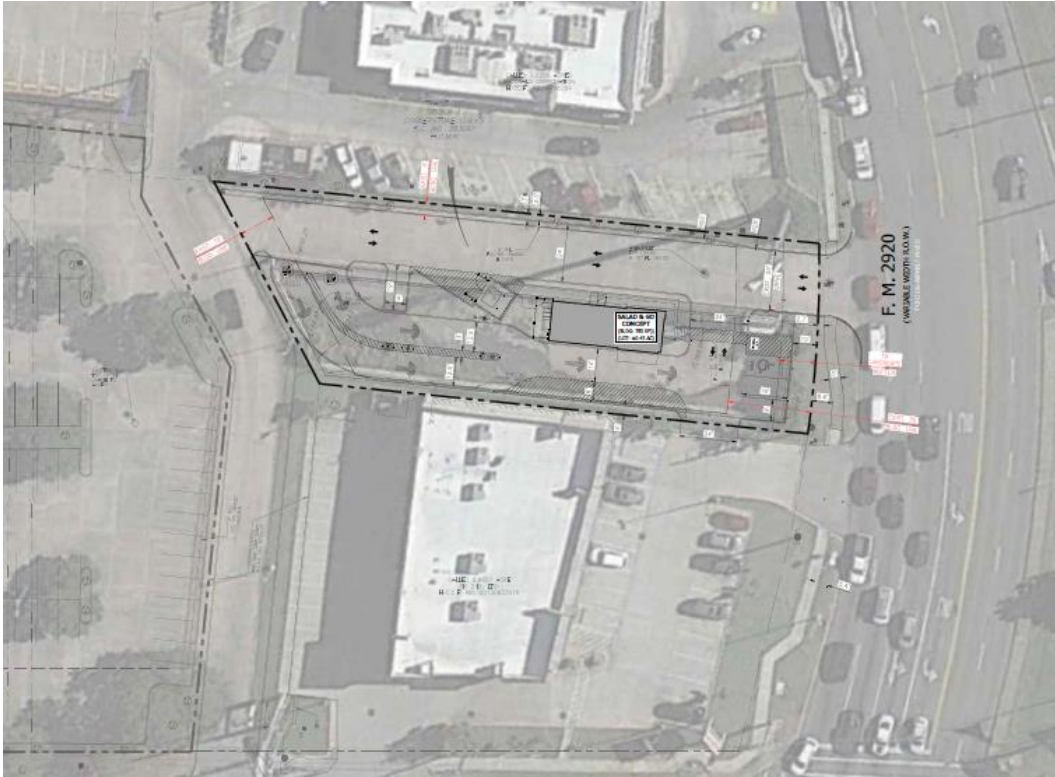


**Exhibit B**  
**Description of Infrastructure Improvements**

| <b>Targeted Infrastructure</b> | <b>Cost</b>       |
|--------------------------------|-------------------|
| Sanitary Sewer                 | \$ -              |
| Storm Drainage                 | \$ 720,000        |
| Water                          | \$ -              |
| Gas                            | \$ -              |
| Site Preparation               | \$ 100,625        |
| Telecommunications/Internet    | \$ -              |
| Electric                       | \$ -              |
|                                |                   |
| <b>Total</b>                   | <b>\$ 820,625</b> |

**Exhibit C**  
**Description of Improvements**

783 square foot commercial retail space on approximately 0.43 acres of land generally located at the NE corner of SH 249 and FM 2920 Rd.



# Regular Tomball EDC Agenda Item Data Sheet

Meeting Date: January 10, 2023

**Topic:**

Presentation by Drew Huffman, Public Works Director, City of Tomball, regarding upcoming City of Tomball project requests.

**Background:**

**Origination:** Drew Huffman, Public Works Director, City of Tomball

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

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

**FUNDING (IF APPLICABLE)**

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

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

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

Signed \_\_\_\_\_  
Staff Member-TEDC Date

Approved by \_\_\_\_\_  
Executive Director-TEDC Date

# Regular Tomball EDC Agenda Item Data Sheet

Meeting Date: January 10, 2023

**Topic:**

Presentation by Matt Kimich, CEO, Blue Kite Building Group, regarding mixed-use development in Old Town Tomball.

**Background:**

**Origination:** Matt Kimich, CEO, Blue Kite Building Group

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

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

**FUNDING (IF APPLICABLE)**

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

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

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

Signed \_\_\_\_\_  
Staff Member-TEDC Date

Approved by \_\_\_\_\_  
Executive Director-TEDC Date

# Regular Tomball EDC Agenda Item Data Sheet

Meeting Date: January 10, 2023

**Topic:**

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

- Section 551.072, - Deliberations regarding real property: Deliberate the purchase, exchange, sale, lease, or value of real property.
- Section 551.087, - Deliberation regarding Economic Development negotiations.
- Section 551.071, - Consultation with the Attorney regarding a matter which the Attorney’s duty requires to be discussed in closed session.

**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 \_\_\_\_\_  
Staff Member-TEDC Date

Approved by \_\_\_\_\_  
Executive Director-TEDC Date

# Regular Tomball EDC Agenda Item Data Sheet

Meeting Date: January 10, 2023

**Topic:**

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

**Background:**

**Origination:** Kelly Violette, Executive Director

**Recommendation:**

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

**FUNDING (IF APPLICABLE)**

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

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

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

Signed \_\_\_\_\_  
Staff Member-TEDC Date

Approved by \_\_\_\_\_  
Executive Director-TEDC Date

# Regular Tomball EDC Agenda Item Data Sheet

Meeting Date: January 10, 2023

**Topic:**

Consideration and possible action by Tomball EDC to approve, as a Project of the Corporation, the designation of a mixed-use development in Old Town Tomball, to promote new or expanded business development, with such Project including the expenditure of funds for the purchase of land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements related to the Project, and authorizing the Executive Director or designee to execute any and all documentation related to the Project.

- Public Hearing

**Background:**

Goal 3 of the TEDC Strategic Plan is to encourage quality investment in Tomball’s Old Town by investing in strategic anchor projects that have the potential to catalyze development. In order to fund efforts relating to this goal, including a feasibility study, land acquisition, etc. the TEDC must first designate it as a Project of the Corporation.

As such, this item is presented for consideration to approve the mixed-use development in Old Town Tomball and related expenditures to stimulate and promote new or expanded business development in Tomball.

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

**Recommendation:** Staff recommends approval of a mixed-use development in Old Town Tomball as a Project of the TEDC.

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

**FUNDING (IF APPLICABLE)**

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

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

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

Signed \_\_\_\_\_  
Staff Member-TEDC Date

Approved by \_\_\_\_\_  
Executive Director-TEDC Date

# Regular Tomball EDC Agenda Item Data Sheet

Meeting Date: January 10, 2023

**Topic:**

Consideration and possible action by Tomball EDC, to approve a budget amendment to the Tomball EDC 2022-2023 Fiscal Year Budget.

- Public Hearing

**Background:**

Consider an amendment to the FY 2022-2023 TEDC Budget for the following purposes:

- Property acquisition – to facilitate TEDC Projects

If approved by the TEDC Board of Directors, the budget amendment will go to the Tomball City Council for final approval.

**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 \_\_\_\_\_  
Staff Member-TEDC Date

Approved by \_\_\_\_\_  
Executive Director-TEDC Date