

**NOTICE OF SPECIAL JOINT TOMBALL EDC AND TOMBALL B&TP
PROPERTY OWNERS ASSOCIATION INC. MEETING**



**Tuesday, March 09, 2021
5:30 PM**

Notice is hereby given of a meeting of the Tomball Economic Development Corporation, to be held on Tuesday, March 09, 2021 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.

IN ACCORDANCE WITH ORDER OF THE OFFICE OF THE GOVERNOR ISSUED MARCH 16, 2020, THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION, WILL CONDUCT THE MEETING SCHEDULED FOR MARCH 9, 2021 5:30 PM, AT 401 MARKET STREET, TOMBALL, TEXAS, 77375. IN ORDER TO ADVANCE THE PUBLIC HEALTH GOAL OF LIMITING FACE-TO-FACE MEETINGS (ALSO CALLED "SOCIAL DISTANCING") TO SLOW THE SPREAD OF THE CORONAVIRUS (COVID-19), THERE WILL BE LIMITED PUBLIC ACCESS TO THE LOCATION DESCRIBED ABOVE. THIS MEETING AGENDA AND THE AGENDA PACKET ARE POSTED ONLINE AT: [HTTPS://TOMBALLTX.GOV/ARCHIVE.ASPX?AMID=38](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): +1 346 248 7799 US (Houston); +1 253 215 8782 US; +1 301 715 8592 US; and enter **Meeting ID: 995 9372 6293 and #**. The public will be permitted to offer public comments telephonically, as provided by the agenda and as permitted by the presiding officer during the meeting.

- A. Call to Order
- B. Invocation
- C. Pledges
- D. Public Comments and Receipt of Petitions; *[At this time, anyone will be allowed to speak on any matter other than personnel matters or matters under litigation, for length of*

time not to exceed three minutes. No Council/Board discussion or action may take place on a matter until such matter has been placed on an agenda and posted in accordance with law - GC, 551.042.]

E. Reports and Announcements

- [1.](#) Engineer update on Persimmon Road/Medical Complex Drive Extension Project.
- [2.](#) Retail Market update by the Retail Coach.

Reports by TEDC Staff:

- [1.](#) Launch of the new Tomball EDC website.
- [2.](#) Strategic Work Plan Retreat: May 20, 2021

F. Approval of Minutes

- [3.](#) Special Joint Tomball EDC and Tomball B&TP POA Meeting of January 12, 2021.
- [4.](#) Special Tomball EDC Meeting of January 27, 2021.
- [5.](#) Special Joint Tomball EDC and Tomball B&TP POA Meeting of February 23, 2021.

G. New Business

- [6.](#) Presentation by Glenn Windsor, Finance Director, regarding the Tomball EDC 2020-2021 Fiscal Year financial statements.
- [7.](#) Consideration and possible action by Tomball EDC to approve, as a Project of the Corporation, an agreement with B. Smittys, 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 an 8,000 square foot commercial facility to be located at 22621 Hufsmith-Kohrville Rd., Tomball, Texas 77375. The estimated amount of expenditures for such Project is \$30,301.00.

- Public Hearing

- [8.](#) Consideration and possible action by Tomball EDC to approve, as a Project of the Corporation, an agreement with DunnCo Properties II, Ltd. 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 5,225 square foot commercial facility to be located at 14635 FM 2920 Rd., Tomball, Texas 77377. The estimated amount of expenditures for such Project is \$54,760.00.

- Public Hearing

- [9.](#) Discussion and possible action by Tomball EDC regarding the approval of a Private Sanitary Sewer Easement and an Access Easement Agreement associated with the property owned by Packers Plus Energy Services (USA), Inc. in the Tomball Business and Technology Park.
- [10.](#) Consideration and possible action by Tomball EDC to approve a request by Century Hydraulics, LLC for a one-year extension of time in order to complete the expansion of an office/warehouse facility located at 23706 Snook Lane, Tomball, Texas 77375.
- [11.](#) TEDC Quarterly update on 2020-2021 Strategic Work Plan.
- [12.](#) 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.
- [13.](#) Reconvene into regular session and take action, if necessary, on items discussed in Executive Session.

H. 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 5th day of MARCH 2021 by 5:30 PM, and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Kelly Violette
Executive Director

Special Joint Tomball EDC and Tomball B&TP Property Owners Association Inc.

Meeting

March 09, 2021 | Agenda

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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.

Special Joint Agenda Item Data Sheet

Meeting Date: March 9, 2021

Topic:

Engineer update on Persimmon Road/Medical Complex Drive Extension Project.

Background:

Origination:

Recommendation:

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

FUNDING (IF APPLICABLE)

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

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

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

Signed _____

Staff Member-TEDC

Date

Approved by _____

Executive Director-TEDC

Date

Tomball Economic Development Corporation
Engineer's Report

Tuesday, March 9, 2020

1. Medical Complex/South Persimmon –

ROW Acquisition - Completed

Construction –

- As of March 2nd, Contractor is approximately 57% complete on time and 74% on costs.
Underground utilities are approximately 65% to 85% complete

Roadway at south end of South Persimmon is being poured, with approx. 51% on concrete roadway completed to date.

Miscellaneous Items –

- CenterPoint Energy completed necessary relocations, and will adjust two locations as needed as construction progresses.
- Final plans for left turn bay on Hufsmith Korhville in final stages of approval with Harris County.

2. Construction Management for M118 Detention Basin – On-going, estimated completion 12-months.

3. Mixed Use Feasibility Study – Temporarily suspended

4. Miscellaneous Tasks to Assist TEDC Staff – Assist as needed with property questions, developer inquires, site investigations, etc.

Special Joint Agenda Item Data Sheet

Meeting Date: March 9, 2021

Topic:

Retail Market update by the Retail Coach.

Background:

Origination:

Recommendation:

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

FUNDING (IF APPLICABLE)

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

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

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

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

Special Joint Agenda Item Data Sheet

Meeting Date: March 9, 2021

Topic:

Launch of the new Tomball EDC website.

Background:

<https://www.tomballtxedc.org/>

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

Special Joint Agenda Item Data Sheet

Meeting Date: March 9, 2021

Topic:

Strategic Work Plan Retreat: May 20, 2021

Background:

Origination: Kelly Violette, Executive Director

Recommendation:

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

FUNDING (IF APPLICABLE)

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

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

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

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

Special Joint Agenda Item Data Sheet

Meeting Date: March 9, 2021

Topic:

Special Joint Tomball EDC and Tomball B&TP POA Meeting of January 12, 2021.

Background:

Origination: Kelly Violette, Executive Director

Recommendation: Approval of the Minutes for the Meeting of January 12, 2021

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

FUNDING (IF APPLICABLE)

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

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

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

Signed _____

Staff Member-TEDC

Date

Approved by _____

Executive Director-TEDC

Date

**NOTICE OF SPECIAL JOINT TOMBALL EDC AND TOMBALL B&TP
PROPERTY OWNERS ASSOCIATION INC. MEETING**



**Tuesday, January 12, 2021
5:30 PM**

Notice is hereby given of a meeting of the Tomball Economic Development Corporation, to be held on Tuesday, January 12, 2021 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.

IN ACCORDANCE WITH ORDER OF THE OFFICE OF THE GOVERNOR ISSUED MARCH 16, 2020, THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION, WILL CONDUCT THE MEETING SCHEDULED FOR JANUARY 12, 2021, 5:30 PM, AT 401 MARKET STREET, TOMBALL, TEXAS, 77375. IN ORDER TO ADVANCE THE PUBLIC HEALTH GOAL OF LIMITING FACE-TO-FACE MEETINGS (ALSO CALLED "SOCIAL DISTANCING") TO SLOW THE SPREAD OF THE CORONAVIRUS (COVID-19), THERE WILL BE LIMITED PUBLIC ACCESS TO THE LOCATION DESCRIBED ABOVE. THIS MEETING AGENDA AND THE AGENDA PACKET ARE POSTED ONLINE AT: [HTTPS://TOMBALLTX.GOV/ARCHIVE.ASPX?AMID=38](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): +1 346 248 7799 US (Houston); +1 253 215 8782 US; +1 301 715 8592 US; and enter **Meeting ID: 930 3833 6546 and #**. 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

Meeting was called to order at 5:32 p.m.

**Special Joint Tomball EDC and Tomball B&TP Property Owners Association Inc.
Meeting**

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Item 3.

PRESENT

President Gretchen Fagan
Vice President Steven Vaughan
Secretary Bill Sumner
Member Clete Jaeger

ABSENT

Treasurer Richard Bruce
Member Chad Degges
Member Will Benson

OTHERS PRESENT

Kelly Violette
Tori Gleason
Tom Condon
Kyle Bertrand
Rodney Hutson
Teresa Latsis
Bryan Hutson
Bruce Hillegeist
Tiffani Wooten (Zoom)
Kaela Olson (Zoom)
Warren Buehler (Zoom)
Melissa Kinney (Zoom)
Jackie Rye (Zoom)
Nick Kapple (Zoom)

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.]*

No public comments were received.

E. Reports and Announcements

1. Engineer update on Persimmon Road/Medical Complex Drive Extension Project

Kyle Bertrand provided update.

F. Approval of Minutes

2. Motion made by Vice President Vaughan seconded by Secretary Sumner to approve the minutes of the Special Joint Tomball EDC and Tomball B&TP POA Meeting of November 10, 2020.

Voting Yea: President Fagan, Vice President Vaughan, Secretary Sumner, Member Jaeger.

The motion carried unanimously.

3. Motion made by Vice President Vaughan, seconded by Secretary Sumner to approve the minutes of the Special Tomball EDC Meeting of December 10, 2020.

Voting Yea: President Fagan, Vice President Vaughan, Secretary Sumner, Member Jaeger.

The motion carried unanimously.

G. New Business

4. Presentation by Warren Buehler, FirstService Residential, regarding status of the Tomball Business and Technology Park Property Owner's Association.

Presentation item only; no Board action required.

5. Motion made by Secretary Sumner seconded by Member Jaeger to approve, as a Project of the Corporation, an agreement with Kinsley Armelle to make direct incentives to, or expenditures for, the creation or retention of primary jobs associated with the relocation and development of its corporate headquarters to be located at 21255 Spell Circle, Tomball, Texas 77375. The estimated amount of expenditures for such Project is \$45,000.00.

-Public Hearing

President Fagan opened the public hearing at 5:43 p.m. No public comments were received. The public hearing was closed at 5:43 p.m.

Voting Yea: President Fagan, Vice President Vaughan, Secretary Sumner, Member Jaeger.

The motion carried unanimously.

6. Motion made by Vice President Vaughan seconded by Secretary Sumner to approve, as a Project of the Corporation, an agreement with The Hutson Group to make direct incentives to, or expenditures for, the construction of capital improvements, including pedestrian and parking improvements, along Houston Street and North Elm Street in Old Town Tomball. The estimated amount of expenditures for such Project is \$48,800.00.

- Public Hearing

President Fagan opened the public hearing at 5:48 p.m. No public comments were received. The public hearing was closed at 5:48 p.m.

Voting Yea: President Fagan, Vice President Vaughan, Secretary Sumner, Member Jaeger.

The motion carried unanimously.

7. Motion made by Member Jaeger seconded by Vice President Vaughan to approve an agreement with Method Architecture, PLLC for concept design and master planning of the South Live Oak Business Park in the amount of \$15,000.00.

Voting Yea: President Fagan, Vice President Vaughan, Secretary Sumner, Member Jaeger.

The motion carried unanimously.

8. EXECUTIVE SESSION: The Tomball Economic Development Corporation Board recessed at 5:52 p.m. to 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 551.074, - To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, to wit: the Executive Director.

9. The Tomball Economic Development Corporation reconvened at 6:08 p.m. into regular session and take action, if necessary, on items discussed in Executive Session.

- H. Motion made by Secretary Sumner seconded by Vice President Vaughan to adjourn the meeting at 6:08 p.m.

Voting Yea: President Fagan, Vice President Vaughan, Secretary Sumner, Member Jaeger.

Motion carried unanimously.

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 8th day of January 2021 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.

Special Joint Agenda Item Data Sheet

Meeting Date: March 9, 2021

Topic:

Special Tomball EDC Meeting of January 27, 2021.

Background:

Origination: Kelly Violette, Executive Director

Recommendation: Approval of the Minutes for the Meeting of January 27, 2021

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

FUNDING (IF APPLICABLE)

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

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

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

Signed _____

Staff Member-TEDC

Date

Approved by _____

Executive Director-TEDC

Date

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



**Wednesday, January 27, 2021
12:00 PM**

Notice is hereby given of a meeting of the Tomball Economic Development Corporation, to be held on Wednesday, January 27, 2021 at 12:00 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.

IN ACCORDANCE WITH ORDER OF THE OFFICE OF THE GOVERNOR ISSUED MARCH 16, 2020, THE BOARD OF DIRECTORS OF THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION WILL CONDUCT ITS SPECIAL MEETING SCHEDULED FOR WEDNESDAY, JANUARY 27, 2021 AT 12:00 P.M. REMOTELY VIA ZOOM IN ORDER TO ADVANCE THE PUBLIC GOAL OF LIMITING FACE-TO-FACE MEETINGS TO SLOW THE SPREAD OF THE CORONAVIRUS/COVID-19. THIS NOTICE AND THE MEETING AGENDA WILL BE POSTED ONLINE AT: WWW.TOMBALLTXEDC.ORG.

The public toll-free dial-in numbers to participate in the telephonic meeting are any one of the following (dial by your location): **+1 346 248 7799 US (Houston); +1 253 215 8782 US; +1 301 715 8592 US;** and enter **Meeting ID: 952 6043 2551 and #**. 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 12:01 p.m.

PRESENT

President Gretchen Fagan
Vice-President Steven Vaughan
Secretary Bill Sumner
Member Clete Jaeger
Member Chad Degges

ABSENT

Treasurer Richard Bruce

Member Will Benson

OTHERS PRESENT

Kelly Violette

Tiffani Wooten

Tori Gleason

Tom Condon

Keila Garcia

Kaela Olson

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

President Fagan opened public comments at 12:01 p.m. No comments were received. Public comments were closed at 12:01 p.m.

- C. New Business

1. Consideration and possible action by Tomball EDC to approve that one certain commercial real estate contract – unimproved property between the Corporation as Seller and Nickson Spell Road Industrial Ltd. and/or assigns as purchaser and authorize the execution of contracts and documentation by the EDC Executive Director relating to approximately 3.9 gross acres of land identified as Lot 15 of the Tomball Business and Technology Park Lot 9 Replat Subdivision.

Motion made by Secretary Sumner, Seconded by Member Degges.

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

The motion carried unanimously.

- D. Adjournment

Motion made by Secretary Sumner, Seconded by Vice-President Vaughan to adjourn the meeting at 12:07 p.m.

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

The motion carried unanimously.

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 22nd day of January 2021 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.

Special Joint Agenda Item Data Sheet

Meeting Date: March 9, 2021

Topic:

Special Joint Tomball EDC and Tomball B&TP POA Meeting of February 23, 2021.

Background:

Origination: Kelly Violette, Executive Director

Recommendation: Approval of the Minutes for the Meeting of February 23, 2021

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

FUNDING (IF APPLICABLE)

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

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

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

Signed _____

Staff Member-TEDC

Date

Approved by _____

Executive Director-TEDC

Date

**NOTICE OF SPECIAL JOINT TOMBALL EDC AND TOMBALL B&TP
PROPERTY OWNERS ASSOCIATION INC. MEETING**



**Tuesday, February 23, 2021
4:00 PM**

Notice is hereby given of a meeting of the Tomball Economic Development Corporation, to be held on Tuesday, February 23, 2021 at 4:00 PM, City Hall, ZOOM, 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.

IN ACCORDANCE WITH ORDER OF THE OFFICE OF THE GOVERNOR ISSUED MARCH 16, 2020, THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION, WILL CONDUCT THE MEETING SCHEDULED FOR FEBRUARY 23, 2021, 4:00 PM, VIA ZOOM. IN ORDER TO ADVANCE THE PUBLIC HEALTH GOAL OF LIMITING FACE-TO-FACE MEETINGS (ALSO CALLED “SOCIAL DISTANCING”) TO SLOW THE SPREAD OF THE CORONAVIRUS (COVID-19), THERE WILL BE NO PUBLIC ACCESS TO TA PHYSICAL SPACE DURING THE MEETING. 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): +1 346 248 7799 US (Houston); and enter **Meeting ID: 920 377 62432** and # **Passcode: 344793**. 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 4:02 p.m.

PRESENT

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

ABSENT

Vice President Steven Vaughan

Member Clete Jaeger

Member Will Benson

OTHERS PRESENT

Kelly Violette

Tiffani Wooten

Tori Gleason

Justin Pruitt

Kaela Olson

Tom Condon

Kyle Bertrand

Warren Buehler

281-660-6365

281-370-0300

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

President Fagan opened public comments at 4:03 p.m. No public comments were received. Public comments were closed at 4:03 p.m.

- C. New Business

1. Conduct Annual Meeting of the Tomball B&TP Property Owner's Association:

- General Discussion

- Election of New Board Members

Motion made by Secretary Sumner, Seconded by Treasurer Bruce to approve the election of Board Members to the Tomball Business & Technology Park Property Owner's Association.

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

Motion carried unanimously

2. EXECUTIVE SESSION: The Tomball Economic Development Corporation Board recessed at 4:20 p.m. to meet in Executive Session as authorized by Title 5, Chapter 551, Texas Government Code, The Texas Open Meetings Act, for the following purpose:

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

The Tomball Economic Development Corporation reconvened at 4:29 p.m. into regular session and take action, if necessary, on items discussed in Executive Session.

3. Consideration and possible action by the Tomball EDC to approve the expenditure of funds and the execution of contracts and documentation by the EDC Executive Director to acquire approximately 1.834 acres in the Tomball Business & Technology Park, generally located at the southwest corner of Spell Road and Hufsmith-Kohrville Road, Tomball, Texas 77375.

Motion made by Treasurer Bruce, Seconded by Secretary Sumner to approve the expenditure of funds and execution of contracts and documentation by the EDC Executive Director to acquire approximately 1.834 acres in the Tomball Business & Technology park.

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

Motion carried unanimously.

D. Adjournment

Motion made by Treasurer Bruce, Seconded by Secretary Sumner to adjourn the meeting at 4:31 p.m.

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

Motion carried unanimously.

CERTIFICATION

**Special Joint Tomball EDC and Tomball B&TP Property Owners Association Inc.
Meeting**

February 23, 2021 | Minutes

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Item 5.

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 19th day of FEBRUARY 2021 by 4:00 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.

Special Joint Agenda Item Data Sheet

Meeting Date: March 9, 2021

Topic:

Presentation by Glenn Windsor, Finance Director, regarding the Tomball EDC 2020-2021 Fiscal Year financial statements.

Background:

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

Origination: Glenn Windsor, Finance Director

Recommendation: Presentation item only.

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

FUNDING (IF APPLICABLE)

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

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

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

Signed _____

Staff Member-TEDC

Date

Approved by _____

Executive Director-TEDC

Date

**TOMBALL ECONOMIC DEVELOPMENT CORPORATION
MEMORANDUM**

TO: BOARD OF DIRECTORS

FROM: GLENN WINDSOR, FINANCE DIRECTOR

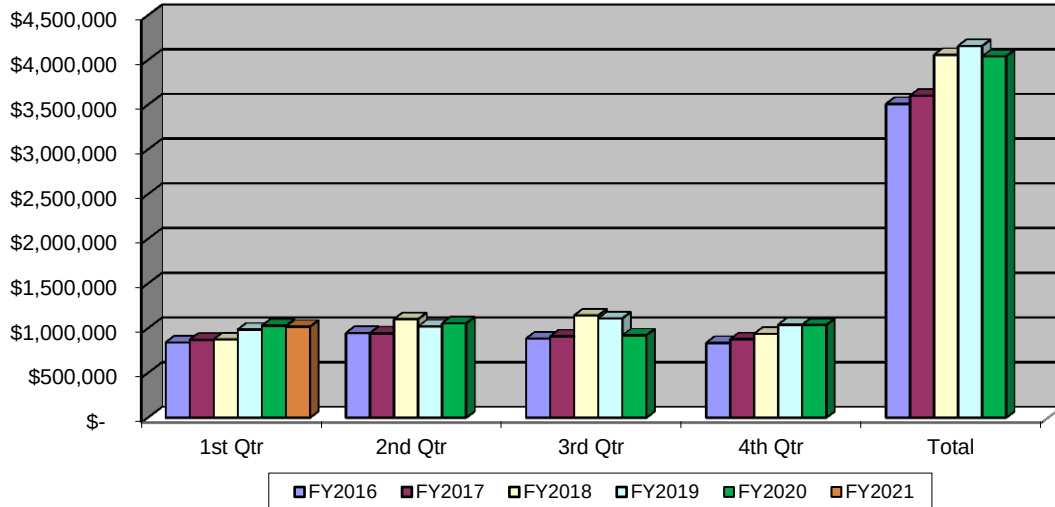
**SUBJECT: FINANCIAL INFORMATION FOR THE QUARTER ENDING
DECEMBER, 2020**

DATE: MARCH 3, 2021

Attached is the financial information for the first quarter ending December 31, 2020 for the Tomball Economic Development Corporation.

Total revenues for the quarter were \$ 1,118,315 versus an anticipated \$ 1,051,375. Sales tax revenues for the quarter were \$ 1,018,234 or \$ 55,734 more than the budgeted amount of \$962,500. Investment income was \$ 92,081 which was \$ 4,581 more than that expected for the quarter. For the fiscal year, sales tax revenues are down 4.03% percent from last year on the accrual basis.

Sales Tax Revenues



Total administrative expenses for the quarter were \$ 124,822 which was less than budgeted. Expenses related to travel and training, legal fees, office expenses and computer expenses were less than budgeted. Indirect Economic Development costs for the quarter were \$ 140,619 compared to \$ 180,000 budgeted for the period.

A schedule is being provided to assist the Director and the Board in the tracking of the commitments of the TEDC. As Project Grants are added and prior commitments paid, the remaining amount will be calculated and the "Board Approved Grants" section of the Fund Balance (Equity)

portion of the balance sheet is adjusted. At December 31, 2020, the TEDC had outstanding commitments for Board Approved Grants of \$ 2,375,605.

Also included is the 4-page Quarterly Investment Report which identifies the investments in which TEDC funds have been placed along with maturity information. At December 31, 2020, TEDC's cash and cash equivalents totaled over \$ 17.5 million. Additionally, TEDC held securities with a total market value at December 31, 2020 of \$ 9,653,509.

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03/01/21

Accrual Basis

Tomball Economic Development Corporation
Balance Sheet
As of December 31, 2020

Item 6.

	Dec 31, 20
ASSETS	
Current Assets	
Checking/Savings	
Wells Fargo, checking	637,702.88
TexasCLASS	975,511.80
TexPool	6,268,768.44
Total Checking/Savings	7,881,983.12
Accounts Receivable	
Accounts Receivable	690,196.95
Total Accounts Receivable	690,196.95
Other Current Assets	
Investment Securities	9,653,509.45
Total Other Current Assets	9,653,509.45
Total Current Assets	18,225,689.52
Fixed Assets	
Buildings and Improvements	5,052,017.77
Business Park Infrastructure	2,470,129.05
Land	1,124,681.63
Total Fixed Assets	8,646,828.45
TOTAL ASSETS	26,872,517.97
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	336,318.20
Total Accounts Payable	336,318.20
Total Current Liabilities	336,318.20
Total Liabilities	336,318.20
Equity	
Fund Balance	
Assigned Fund Balance	68,814.64
Board Approved Grants	2,375,604.50
Fund Balance - Other	24,952,304.82
Total Fund Balance	27,396,723.96

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03/01/21

Accrual Basis

Tomball Economic Development Corporation
Balance Sheet
As of December 31, 2020

Item 6.

	Dec 31, 20
Net Income	-860,524.19
Total Equity	26,536,199.77
TOTAL LIABILITIES & EQUITY	26,872,517.97

Tomball Economic Development Corporation
Balance Sheet Prev Year Comparison
As of December 31, 2020

Item 6.

	Dec 31, 20	Dec 31, 19	\$ Change
ASSETS			
Current Assets			
Checking/Savings			
Wells Fargo, checking	637,702.88	335,500.91	302,201.97
TexasCLASS	975,511.80	968,226.51	7,285.29
TexPool	6,268,768.44	12,020,634.06	-5,751,865.62
Total Checking/Savings	7,881,983.12	13,324,361.48	-5,442,378.36
Accounts Receivable			
Accounts Receivable	690,196.95	667,287.12	22,909.83
Total Accounts Receivable	690,196.95	667,287.12	22,909.83
Other Current Assets			
Investment Securities	9,653,509.45	8,450,477.45	1,203,032.00
Total Other Current Assets	9,653,509.45	8,450,477.45	1,203,032.00
Total Current Assets	18,225,689.52	22,442,126.05	-4,216,436.53
Fixed Assets			
Buildings and Improvements	5,052,017.77	0.00	5,052,017.77
Business Park Infrastructure	2,470,129.05	2,470,129.05	0.00
Land	1,124,681.63	1,124,681.63	0.00
Total Fixed Assets	8,646,828.45	3,594,810.68	5,052,017.77
TOTAL ASSETS	26,872,517.97	26,036,936.73	835,581.24
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			
Accounts Payable			
Accounts Payable	336,318.20	326,839.18	9,479.02
Total Accounts Payable	336,318.20	326,839.18	9,479.02
Total Current Liabilities	336,318.20	326,839.18	9,479.02
Total Liabilities	336,318.20	326,839.18	9,479.02
Equity			
Fund Balance			
Assigned Fund Balance	68,814.64	83,824.82	-15,010.18
Board Approved Grants	2,375,604.50	1,696,876.59	678,727.91
Fund Balance - Other	24,952,304.82	23,018,918.44	1,933,386.38
Total Fund Balance	27,396,723.96	24,799,619.85	2,597,104.11
Retained Earnings	0.00	444,349.00	-444,349.00
Net Income	-860,524.19	466,128.70	-1,326,652.89
Total Equity	26,536,199.77	25,710,097.55	826,102.22
TOTAL LIABILITIES & EQUITY	26,872,517.97	26,036,936.73	835,581.24

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03/02/21

Accrual Basis

Tomball Economic Development Corporation
Profit & Loss Budget vs. Actual
October through December 2020

Item 6.

	Oct - Dec 20	Budget	\$ Over Budget
Ordinary Income/Expense			
Income			
Grants	8,000.00	5,500.00	2,500.00
Sales Tax	1,018,233.94	3,850,000.00	-2,831,766.06
Interest	92,081.36	350,000.00	-257,918.64
Total Income	1,118,315.30	4,205,500.00	-3,087,184.70
Gross Profit	1,118,315.30	4,205,500.00	-3,087,184.70
Expense			
Administrative Expenditures			
Salaries and Benefits			
Wages- Full-Time	0.00	42,058.00	-42,058.00
Overtime	0.00	3,024.00	-3,024.00
Benefits-Admin. Asst.	4,420.70	18,529.00	-14,108.30
Wages-Admin. Asst.	9,114.49		
Salary-Executive Director	28,428.06	129,332.00	-100,903.94
Salary- Assistant Director	19,150.39	86,405.00	-67,254.61
Benefits-Executive Director	10,997.63	45,693.00	-34,695.37
Benefits- Assistant Director	11,340.42	45,972.00	-34,631.58
Total Salaries and Benefits	83,451.69	371,013.00	-287,561.31
Other Personnel Expenditures			
Auto Allowance-Assistant Dir	300.00	1,200.00	-900.00
Phone Allowance- Assistant Dir	225.00	900.00	-675.00
Phone Allow.-Exec. Dir.	225.00	900.00	-675.00
Auto Allowance-Exec.Director	1,800.00	7,200.00	-5,400.00
Dues and Subscriptions	410.82	9,000.00	-8,589.18
Seminar/Conference Registration	1,599.00	18,000.00	-16,401.00
Travel and Training	0.00	30,000.00	-30,000.00
Local Travel Expense	0.00	400.00	-400.00
Total Other Personnel Expenditures	4,559.82	67,600.00	-63,040.18
Service and Supply Expenditures			
Insurance	0.00	18,000.00	-18,000.00
Contract Administrative Service	6,250.00	25,000.00	-18,750.00
Bank Charges & Postage	952.32	1,000.00	-47.68
Computer Equip. and Maint.	1,469.51	5,000.00	-3,530.49
Communications Services	912.26	4,500.00	-3,587.74
Legal Fees	20,563.00	30,000.00	-9,437.00
Lease Expense-GTACC	6,168.00	37,000.00	-30,832.00
Office Supplies	495.42	10,000.00	-9,504.58
Total Service and Supply Expenditures	36,810.51	130,500.00	-93,689.49
Total Administrative Expenditures	124,822.02	569,113.00	-444,290.98

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03/02/21

Accrual Basis

Tomball Economic Development Corporation
Profit & Loss Budget vs. Actual
October through December 2020

Item 6.

	Oct - Dec 20	Budget	\$ Over Budget
Indirect Economic Development			
Economic Impact Model License	4,428.00	4,430.00	-2.00
Promotional Items	0.00	6,500.00	-6,500.00
Printing	1,112.02	6,500.00	-5,387.98
Event Sponsorships	250.00	29,000.00	-28,750.00
Chamber Guide	0.00	8,400.00	-8,400.00
Area Street Maps	3,875.00	3,875.00	0.00
Marketing	56,755.00	87,000.00	-30,245.00
Website and GIS	36,299.00	36,000.00	299.00
Professional Services	35,137.50	520,000.00	-484,862.50
Miscellaneous	77,262.18	15,000.00	62,262.18
Total Indirect Economic Development	215,118.70	716,705.00	-501,586.30
City Debt Service			
Medical Complex/Persimmon	0.00	222,222.00	-222,222.00
Business Park Infrastructure	0.00	535,663.00	-535,663.00
Southside Utility Ext.(2/15/22)	0.00	370,000.00	-370,000.00
Total City Debt Service	0.00	1,127,885.00	-1,127,885.00
Grants, Loans & Other Exp.			
Old Town Facade Grants- Prior Y	0.00	130,000.00	-130,000.00
Old Town Facade Grants- Current	0.00	250,000.00	-250,000.00
Business Park Expenses	15,492.18	775,000.00	-759,507.82
Sales Tax Reimb.Grants (380)	0.00	50,000.00	-50,000.00
Business Imp. Grants- Prior Yr.	25,299.13	215,300.00	-190,000.87
Business Imp. Grants- Curr. Yr.	4,040.00	350,000.00	-345,960.00
Project Grants	6,300.00	2,500,000.00	-2,493,700.00
Property Acquisition	1,549,342.78	2,500,000.00	-950,657.22
Total Grants, Loans & Other Exp.	1,600,474.09	6,770,300.00	-5,169,825.91
Total Expense	1,940,414.81	9,184,003.00	-7,243,588.19
Net Ordinary Income	-822,099.51	-4,978,503.00	4,156,403.49
Other Income/Expense			
Other Income			
Other Income			
Unrealized Gains/Losses on Inv.	-38,424.68		
Total Other Income	-38,424.68		
Total Other Income	-38,424.68		
Net Other Income	-38,424.68		
Net Income	-860,524.19	-4,978,503.00	4,117,978.81

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Accrual Basis

Tomball Economic Development Corporation
Profit & Loss Prev Year Comparison
October through December 2020

Item 6.

	Oct - Dec 20	Oct - Dec 19	\$ Change
Ordinary Income/Expense			
Income			
Sales of Business Park Property	0.00	34,447.20	-34,447.20
Grants	8,000.00	0.00	8,000.00
Sales Tax	1,018,233.94	1,028,281.90	-10,047.96
Interest	92,081.36	130,295.50	-38,214.14
Total Income	1,118,315.30	1,193,024.60	-74,709.30
Gross Profit	1,118,315.30	1,193,024.60	-74,709.30
Expense			
Administrative Expenditures			
Salaries and Benefits			
Benefits-Admin. Asst.	4,420.70	4,485.00	-64.30
Wages-Admin. Asst.	9,114.49	9,708.16	-593.67
Salary-Executive Director	28,428.06	29,821.90	-1,393.84
Salary- Assistant Director	19,150.39	20,059.55	-909.16
Benefits-Executive Director	10,997.63	11,498.06	-500.43
Benefits- Assistant Director	11,340.42	11,898.95	-558.53
Total Salaries and Benefits	83,451.69	87,471.62	-4,019.93
Other Personnel Expenditures			
Auto Allowance-Assistant Dir	300.00	300.00	0.00
Phone Allowance- Assistant Dir	225.00	225.00	0.00
Phone Allow.-Exec. Dir.	225.00	225.00	0.00
Auto Allowance-Exec.Director	1,800.00	1,800.00	0.00
Dues and Subscriptions	410.82	730.00	-319.18
Seminar/Conference Registration	1,599.00	1,823.12	-224.12
Travel and Training	0.00	8,810.69	-8,810.69
Total Other Personnel Expenditures	4,559.82	13,913.81	-9,353.99
Service and Supply Expenditures			
Insurance	0.00	1,447.85	-1,447.85
Contract Administrative Service	6,250.00	6,250.00	0.00
Bank Charges & Postage	952.32	-143.87	1,096.19
Computer Equip. and Maint.	1,469.51	361.75	1,107.76
Communications Services	912.26	858.08	54.18
Legal Fees	20,563.00	1,868.50	18,694.50
Lease Expense-GTACC	6,168.00	5,868.00	300.00
Office Supplies	495.42	260.65	234.77
Total Service and Supply Expenditures	36,810.51	16,770.96	20,039.55
Total Administrative Expenditures	124,822.02	118,156.39	6,665.63

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Accrual Basis

Tomball Economic Development Corporation
Profit & Loss Prev Year Comparison
October through December 2020

Item 6.

	Oct - Dec 20	Oct - Dec 19	\$ Change
Indirect Economic Development			
Economic Impact Model License	4,428.00	4,299.00	129.00
Printing	1,112.02	114.00	998.02
Event Sponsorships	250.00	0.00	250.00
Area Street Maps	3,875.00	0.00	3,875.00
Marketing	56,755.00	58,863.37	-2,108.37
Website and GIS	36,299.00	31,899.00	4,400.00
Professional Services	35,137.50	75,818.16	-40,680.66
Miscellaneous	77,262.18	379.23	76,882.95
Total Indirect Economic Development	215,118.70	171,372.76	43,745.94
Grants, Loans & Other Exp.			
Business Park Expenses	15,492.18	102,299.39	-86,807.21
Business Imp. Grants- Prior Yr.	25,299.13	47,793.09	-22,493.96
Business Imp. Grants- Curr. Yr.	4,040.00	0.00	4,040.00
Project Grants	6,300.00	261,317.50	-255,017.50
Property Acquisition	1,549,342.78	0.00	1,549,342.78
Total Grants, Loans & Other Exp.	1,600,474.09	411,409.98	1,189,064.11
Total Expense	1,940,414.81	700,939.13	1,239,475.68
Net Ordinary Income	-822,099.51	492,085.47	-1,314,184.98
Other Income/Expense			
Other Income			
Other Income			
Unrealized Gains/Losses on Inv.	-38,424.68	-25,956.77	-12,467.91
Total Other Income	-38,424.68	-25,956.77	-12,467.91
Total Other Income	-38,424.68	-25,956.77	-12,467.91
Net Other Income	-38,424.68	-25,956.77	-12,467.91
Net Income	-860,524.19	466,128.70	-1,326,652.89

TOMBALL ECONOMIC DEVELOPMENT CORPORATION
ACTIVE PROJECT GRANTS (BOARD APPROVED GRANTS)
AS OF DECEMBER 31, 2020

GRANTEE	APPROVED			ADDITIONS/DELETIONS		PAID		REMAINING AMOUNT
	DATE	AMOUNT	EXPIRATION DATE	DATE	AMOUNT	DATE	AMOUNT	
2978 Panormus, LP	11/18/2014	500,808.00	1/15/2021					500,808.00
Dancing Falls Development, LLC	11/14/2017	50,925.00				1/14/2020	15,277.50	35,647.50
ARC Management, LLC	5/15/2018	186,700.00						186,700.00
The Neutral Nest	5/15/2018	6,300.00	7/10/2020					6,300.00
Hoelscher Properties	7/10/2018	168,083.00	10/28/2021					168,083.00
Shri Vinayak LLC (Days Inn)	11/13/2018	149,750.00	7/12/2021					149,750.00
Century Hydraulics	5/14/2019	44,543.00	1/22/2021					44,543.00
Aspen Pumps	8/8/2019	5,720.00	4/13/2021					5,720.00
BJ Services	8/8/2019	91,316.00	4/13/2021					91,316.00
JDR Cable Systems, Inc.	12/17/2019	135,591.00	2/23/2022					135,591.00
Turnstone Texas Group, LP	2/11/2020	73,200.00	10/19/2021					73,200.00
American National Carbide	2/11/2020	36,000.00	4/19/2022					36,000.00
BJ Services	2/11/2020	57,100.00	4/19/2025					57,100.00
Houston Poly Bag I, Ltd	5/28/2020	84,894.00	8/3/2022					84,894.00
CCJ Collaborations, LLC	8/11/2020	254,502.00	10/18/2022					254,502.00
TCG Capital, LLC	8/11/2020	119,450.00	4/18/2022					119,450.00
City of Tomball - Matheson Park	11/10/2020	300,000.00						300,000.00
INVACOR Solutions, LLC	11/10/2020	108,000.00	1/27/2023					108,000.00
Houston Poly Bag I, Ltd.	11/10/2020	18,000.00	7/17/2022					18,000.00
Total		\$ 2,390,882.00			\$ -		\$ 15,277.50	\$ 2,375,604.50

TOMBALL ECONOMIC DEVELOPMENT CORPORATION
SUMMARY OF PROJECT GRANTS (BOARD APPROVED GRANTS)
AS OF DECEMBER 31, 2020

GRANTEE	APPROVED			ADDITIONS/DELETIONS		PAID		REMAINING AMOUNT
	DATE	AMOUNT	EXPIRATION DATE	STATUS	DATE	AMOUNT	DATE	AMOUNT
Foster & Hendricks Manufacturing	9/5/2006	170,000.00		Out of Bus.		(170,000.00)		
Graco Awards	10/2/2006	40,000.00		Expired		(40,000.00)		
Eagle Gasket	5/22/2007	93,000.00		Completed			1/16/2009	93,000.00
Devasco International	8/28/2007	120,000.00		Completed			4/22/2009	120,000.00
MICO Group	11/27/2007	66,000.00		Completed		(6,000.00)	1/21/2009	60,000.00
Maxpro South	11/27/2007	36,000.00		Completed		(3,000.00)	1/28/2009	33,000.00
City of Tomball- Rudolph Road	9/4/2007	300,000.00		Expired				
Payments in previous quarters:							7/31/2008	32,914.01
							9/30/2009	147.00
							3/27/2009	2,426.00
							6/3/2009	8,833.00
							6/30/2010	34.10
Persimmon Development	11/27/2008	60,000.00		Completed		(20,000.00)	11/9/2009	20,000.00
							2/25/2010	20,000.00
Century Hydraulics	2/26/2008	45,000.00		Completed		(6,000.00)	10/29/2009	39,000.00
McGuffy Systems LP	5/27/2008	120,000.00		Out of Bus.		(120,000.00)		-
Ameresco Solar	5/27/2008	75,000.00		Completed		(9,000.00)	3/17/2009	66,000.00
City of Tomball, Henry Ball Statue	5/27/2008	26,000.00		Completed			3/26/2009	26,000.00
OM Hospitality-Hampton Inn	5/27/2008	72,600.00		Completed			4/22/2010	72,600.00
Professional Welding Supply	5/27/2008	18,000.00		Completed		(3,000.00)	10/25/2011	15,000.00
BL Technology	2/24/2009	105,000.00		Completed			4/1/2010	105,000.00
City of Tomball- Bronze Statue	2/24/2009	42,000.00		Completed		(16,500.00)	12/31/2009	25,500.00
Compass Instruments	5/19/2009	15,000.00		Completed		(3,000.00)	2/21/2011	12,000.00
Garth Lodging-Holiday Inn	5/19/2009	32,000.00		Expired		(32,000.00)		-
Creacom Inc.	5/19/2009	120,000.00		Completed			9/8/2010	120,000.00
Wiretel Services	8/25/2009	225,000.00		Completed		(150,000.00)	7/7/2010	75,000.00
Klein Financial Services	12/1/2009	30,000.00		Completed			4/27/2010	30,000.00
Chestnut Business Park	12/1/2009	325,000.00		Completed	12/7/2010	108,000.00	9/3/2013	54,125.00
							12/27/2013	54,125.00
							10/29/2015	54,125.00
							10/24/2016	54,125.00
							8/14/2017	54,125.00
						(148,505.00)	12/20/2018	13,870.00
FabCorp	4/6/2010	156,000.00		Completed		(93,000.00)	3/14/2011	63,000.00
Glass Tex Enterprises	5/25/2010	15,000.00		Completed			10/9/2012	15,000.00
PDGL Partners L.P.	5/25/2010	25,000.00		Completed			5/24/2011	25,000.00
Jamison Products, L.P.	5/25/2010	36,000.00		Completed		(15,000.00)	5/17/2011	21,000.00
City of Tomball, Med. Comp. Dr.	12/7/2010	850,000.00		Completed	8/23/2011	850,000.00	9/15/2011 Request #1	3,000.00
							12/27/2011 Request #2&3	133,288.52
							3/21/2012 Request #4	170,078.41
							4/2/2012 Request #5	44,488.36
							4/30/2012 Request #6	17,586.52
							6/8/2012 Request #7	34,234.53
							6/8/2012 Seg 3/Req #1	31,637.00
							7/23/2012 Seg 3/Req #2	4,994.00
							8/31/2012 Request #8	14,653.21

						8/31/2012 Seg 3/Req #3	317,342.00	
						9/27/2012 Request #9	2,100.00	
						9/27/2012 Seg 3/Req #4	2,000.00	
						2/21/2013 Request #10	2,339.50	
						2/21/2013 Seg 3/Req#5	176,578.00	
						3/19/2013 Seg 3/Req#6	97,308.00	
						3/22/2013 Seg 3/Req#7	52,358.00	
						8/9/2013 Seg 3/Req#8	167,783.00	
						8/9/2013 Request #11	21,843.00	
						2/11/2014 Request #12	10,161.93	
						2/11/2014 Request #13	2,000.00	
						2/21/2014 Request # 14	266,284.00	
						4/14/2014 Request # 15	3,375.00	
						8/26/2014 Request # 16	8,828.13	
						10/2/2014 Request # 17	43,897.86	
						11/17/2014 Request # 18	7,645.37	
						3/25/2015 Request # 19	64,195.66	-
Hole Specialists	12/7/2010	75,000.00	Completed		(15,000.00)	3/28/2013	60,000.00	-
City of Tomball-MLK Park	12/7/2010	6,500.00	Completed			6/30/2011	6,500.00	-
BL Technology	2/22/2011	51,000.00	Completed			8/16/2011	51,000.00	-
Waukesha-Pearce Industries	2/22/2011	12,000.00	Expired		(12,000.00)			-
Community Bank of Texas	2/22/2011	60,000.00	Completed		(18,898.00)	2/23/2012	41,102.00	-
Paloma Energy Consultants, LP	2/22/2011	204,000.00	Completed		(36,000.00)	7/30/2012	168,000.00	-
City of Tomball-Brown Rd. Utility Ext.	2/22/2011	500,000.00	Completed		(120,507.00)	6/30/2011	15,580.00	
						9/15/2011	13,603.47	
						9/15/2011	21,421.00	
						12/27/2011	162,625.95	
						3/21/2012	109,256.04	
						3/21/2012	4,019.08	
						5/23/2012	50,523.65	
						5/31/2012	2,463.80	
American National Carbide	5/24/2011	75,000.00	Expired	5/19/2015	(75,000.00)			-
Stripes LLC (FM 2920)	5/24/2011	56,000.00	Completed	10/18/2011	15,400.00	3/28/2016	\$71,400.00	-
Spring Creek Cty Historical Assoc.	8/23/2011	500.00	Completed			11/10/2011	500.00	-
City of Tomball, Fountain at Depot	8/23/2011	25,000.00	Completed			1/30/2012	25,000.00	-
ValueBank Texas	10/18/2011	15,750.00	Completed			1/11/2013	15,750.00	-
Houston Poly Bag	11/15/2011	80,000.00	Completed			10/5/2012	80,000.00	-
Ameresco Solar	2/21/2012	36,000.00	Expired		(36,000.00)			-
Stripes LLC (SH 249)	8/21/2012	21,000.00	Completed			3/28/2016	\$21,000.00	-
Baker Hughes Inc.	8/21/2012	913,889.00	Completed			7/23/2014	182,778.00	
						7/27/2015	182,778.00	
						8/19/2016	182,778.00	
						7/21/2017	182,778.00	
						8/13/2018	182,778.00	-
City of Tomball, Depot Restrooms	12/4/2012	25,000.00	Completed			2/11/2014	25,000.00	-
QTRCO	12/4/2012	18,000.00	Expired		(18,000.00)			-
One Moore Holdings	12/4/2012	56,425.00	Expired	11/19/2013	(6,757.00)			-
					(49,668.00)			-
Century Hydraulics LLC	3/28/2013	12,000.00	Expired	7/11/2017	(12,000.00)	7/11/2017		-
Advanced Pressure Systems	3/28/2013	42,600.00	Completed			6/3/2014	42,600.00	-
Quick Turn Machining Inc.	5/21/2013	13,500.00	Completed			6/17/2014	13,500.00	-
Garth Lodging-Holiday Inn	11/19/2013	56,000.00	Completed			7/17/2015	56,000.00	-
Breaux Properties, LTD.	2/4/2014	74,534.00	Completed			4/20/2015	74,534.00	-
Inline Services Inc.	2/4/2014	33,083.00	Amendment	8/5/2014	21,129.00			-
			Completed		(8,748.16)	3/13/2015	45,463.84	-

Grimes Industrial, Inc.	5/20/2014	69,000.00		Completed		7/7/2015	69,000.00	-
Advanced Pressure Systems L.P.	8/5/2014	22,500.00		Completed	(81.86)	8/3/2016	22,418.14	-
Compass Instruments LLC	8/5/2014	45,000.00	10/3/2017	Expired	(45,000.00)	10/3/2017		-
2978 Panormus, LP	11/18/2014	500,808.00	1/15/2021					500,808.00
Dynamed Clinical Research	2/10/2015	15,852.00		Completed		1/26/2016	15,852.00	-
Packers Plus Energy Services	4/14/2015	338,011.00	4/13/2020	Expired		2/2/2018	87,160.41	-
Coastal Power Systems	5/19/2015	30,731.00	7/17/2019	Completed	(6,984.34)	8/5/2019	23,746.68	-
WhiteWater Express	5/19/2015	19,680.00		Completed		3/11/2016	19,680.00	-
American National Carbide	5/19/2015	46,763.00	7/17/2017	Expired	(46,763.00)			-
Clarus Tomball Investments - Marriott Hotel	8/4/2015	437,250.00		Completed	(69,646.25)	9/12/2017	367,603.75	-
Rock Materials	11/17/2015	111,000.00		Completed		8/8/2017	111,000.00	-
White Horse Technology LLC	11/17/2015	72,000.00	1/15/2019	Completed	(66,000.00)	1/30/2019	6,000.00	-
Source Point Solutions LLC	8/16/2016	28,514.00		Completed	(1,902.00)	7/20/2017	26,612.00	-
Premium Interests, LLC	11/15/2016	19,173.00	1/8/2019	Completed	(7,669.20)	1/30/2019	11,503.80	-
Brandt Construction, LLC	11/15/2016	65,694.00		Completed		4/19/2018	65,694.00	-
Epic International, LLC	2/7/2017	37,500.00	4/30/2019	Expired	(37,500.00)	4/30/2019		-
Dancing Falls Development, LLC	11/14/2017	50,925.00				1/14/2020	15,277.50	35,647.50
Houston Poly Bag I, LTD.	11/14/2017	95,000.00	1/7/2020	Completed	11/13/2018	12,752.00	9/26/2019	107,752.00
Birner Houston Corp.	11/14/2017	50,000.00	1/7/2020	Completed	(1,250.00)	3/19/2019	48,750.00	-
Motion Machinery LTD	2/6/2018	10,584.00	4/7/2020	Expired	(10,584.00)			-
Grimes Industrial	5/15/2018	15,485.00	7/10/2020	Completed	(9,291.00)	8/10/2020	6,194.00	-
ARC Management, LLC	5/15/2018	186,700.00						186,700.00
The Neutral Nest	5/15/2018	6,300.00	7/10/2020	Completed				6,300.00
Hoelscher Properties	7/10/2018	168,083.00	10/28/2021					168,083.00
Houston PFG	8/14/2018	39,097.00	10/9/2020	Completed		9/13/2019	39,097.00	-
Houston Poly Bag I, LTD.	11/13/2018	110,369.00	1/6/2020	Completed	(1,453.50)	9/26/2019	108,915.50	-
Industrial Reserve, LLC	11/13/2018	44,650.00	7/6/2020	Completed		10/28/2019	44,650.00	
Shri Vinayak, LLC - Days Inn	11/13/2018	149,750.00	7/12/2020	1 Yr Extension	7/12/2021			149,750.00
Breaux Machine Works	2/12/2019	118,908.00	4/9/2020	Completed	(1,544.26)	8/14/2020	117,363.74	-
Century Hydraulics	5/14/2019	44,543.00	1/22/2021					44,543.00
Texas Railroad Heritage Museum	5/14/2019	10,000.00	1/22/2021	Completed		1/21/2020	10,000.00	-
Aspen Pumps	8/8/2019	5,720.00	4/13/2021					5,720.00
Phillips Cleaning Services	8/8/2019	26,313.00	10/13/2021	Completed		5/21/2020	26,313.00	-
BJ Services	8/8/2019	91,316.00	4/13/2021					91,316.00
JDR Cable Systems Inc.	12/17/2019	135,591.00	2/23/2022					135,591.00
Turnstone Texas Group, LP	2/11/2020	73,200.00	10/19/2021					73,200.00
American National Carbide	2/11/2020	36,000.00	4/19/2022					36,000.00
BJ Services	2/11/2020	57,100.00	4/19/2025					57,100.00
Houston Poly Bag I, LTD.	5/28/2020	84,894.00	8/3/2022					84,894.00
CCJ Collaborations, LLC	8/11/2020	254,502.00	10/18/2022					254,502.00
TCG Capital, LLC	8/11/2020	119,450.00	4/18/2022					119,450.00
City of Tomball - Matheson Park	11/10/2020	300,000.00						300,000.00
INVACOR Solutions, LLC	11/10/2020	108,000.00	1/27/2023					108,000.00
Houston Poly Bag I, Ltd.	11/10/2020	18,000.00	7/17/2022					18,000.00

Total		<u>9,950,337.00</u>			<u>(541,971.57)</u>		<u>6,526,265.46</u>	<u>2,375,604.50</u>
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Total FY 2020-2021 Payments on Project Grants

-

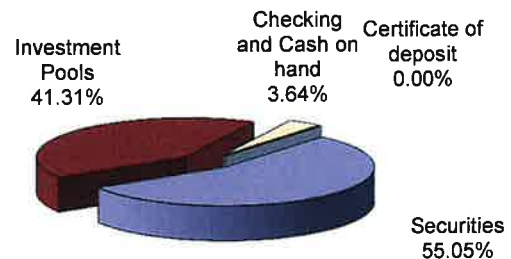
Item 6.

TOMBALL ECONOMIC DEVELOPMENT CORPORATION PORTFOLIO DIVERSIFICATION December 31, 2020

By Type

	Current Market Value	Percent Portfolio
Securities	\$ 9,653,509	55.05%
Investment Pools	7,244,280	41.31%
Checking and Cash on hand	637,703	3.64%
Certificate of deposit	0	0.00%
Total Portfolio	<u>\$ 17,535,493</u>	

Diversification By Type

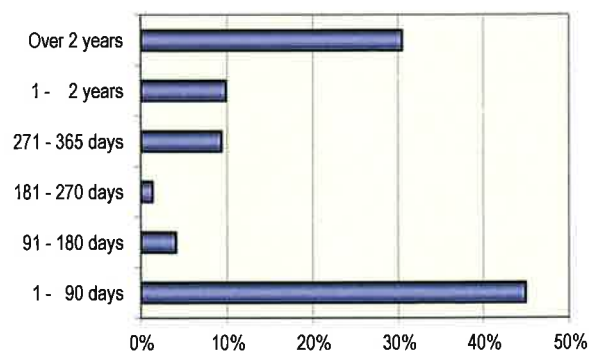


Safety of principal is the first priority of any Public investment portfolio. The Tomball Economic Development Corporation currently invests in Securities of Federal, State, and Local Governments, in Texas CLASS and in the state pool, TexPool. These investments are in securities with a rating of A-1/P-1 or higher and pools with Standard & Poor's highest rating of AAAM.

By Maturity

	Current Market Value	Percent Portfolio
1 - 90 days	\$ 7,881,983	45%
91 - 180 days	706,298	4%
181 - 270 days	237,611	1%
271 - 365 days	1,637,718	9%
1 - 2 years	1,734,539	10%
Over 2 years	<u>5,337,344</u>	30%
Total Portfolio	<u>\$ 17,535,493</u>	

Diversification by Maturity



Ensuring adequate liquidity is available to cover all expenditures is the second priority of any public investing program. The TEDC staff forecasts cash flow and ladders the maturity of investments to ensure funds are adequate when needed. A portion of funds are kept in overnight investments as a buffer for any unexpected expenditures. This overnight investment (TexPool, Texas Class) has been performing according to market in the yield category as well as providing liquidity.

**TOMBALL ECONOMIC DEVELOPMENT CORPORATION
INVESTMENT PORTFOLIO SUMMARY
ACTIVITY FOR QUARTER ENDING
December 31, 2020**

INVESTMENTS	COST	MARKET	RATIO	YTM at COST	BENCHMARK YTM**
Beginning of period	\$ 8,895,000	\$ 9,327,556	1.04863	3.426%	0.12%
Purchases	1,725,000	1,902,966			
Maturities/Calls	(1,550,000)	(1,554,005)			
Changes in value		(23,008)			
Sales					
End of period	9,070,000	9,653,509	1.06433	3.720%	0.10%

**Benchmark security is the One-year U. S. Treasury Bill
Weighted average maturity of the portfolio at quarter end is 666 days.

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



Treasurer

Asst. Treasurer

TOMBALL ECONOMIC DEVELOPMENT CORPORATION
INVESTMENTS IN SECURITIES
PORTFOLIO AS OF DECEMBER 31, 2020

SECURITY DESCRIPTION	CUSIP NUMBER	MATURITY DATE	COUPON YIELD	PAR VALUE	MARKET VALUE	DAYS AFTER 12/31/20	INDIVIDUAL MARKET VALUE/TOTAL	WAM DAYS x PERCENT	Callable
Central Wa Univ Sys Rev**	155839GK3	5/1/2022	5.000000%	690,000.00	729,916.50	486	7.561%	36.75	N
Royce City Cert Ob	780860MG4	8/15/2021	2.000000%	235,000.00	237,610.85	227	2.461%	5.59	N
Dallas TX WW&SS Rev ***	2354167D0	10/1/2021	2.485000%	1,000,000.00	1,016,700.00	274	10.532%	28.86	N
Fort Worth TX Rev***	349507AE3	3/1/2022	2.510000%	640,000.00	654,451.20	425	6.779%	28.81	N
Dalls TX Refunding***	235219MG4	2/15/2023	4.839000%	1,965,000.00	2,145,072.60	776	22.221%	172.43	Y
San Marcos TX Consol ISD TxbI Ref	798781XV7	8/1/2023	4.000000%	1,000,000.00	1,091,050.00	943	11.302%	106.58	N
Texas A&M Revenue Bonds ***	88213ABS3	5/15/2021	2.418000%	200,000.00	201,598.00	135	2.088%	2.82	Y
Port of Houston Tx Auth Ref- Ser C ***	7342604A7	10/1/2021	5.000000%	600,000.00	621,018.00	274	6.433%	17.63	Y
Univ. of Texas Taxble Refunding***	914729SK5	4/15/2023	2.795000%	750,000.00	786,037.50	835	8.143%	67.99	N
Texas A&M Revenue Bonds ***	88213ANK7	5/15/2021	2.809000%	500,000.00	504,700.00	135	5.228%	7.06	Y
Conroe TX Cert of Obl	2083992X2	11/15/2023	5.000000%	415,000.00	470,556.05	1049	4.874%	51.13	N
Royce City Tx Cert of Obl	780860MK5	8/15/2024	5.000000%	250,000.00	290,537.50	1323	3.010%	39.82	N
Texas State TXBL- Pub Fin Auth	882724GV3	10/1/2024	3.225000%	500,000.00	554,090.00	1370	5.740%	78.63	N
Eagle Mtn & Saginaw ISD	269696NU0	8/15/2022	5.000000%	325,000.00	350,171.25	592	3.627%	21.47	N
TOTALS			3.72007%	9,070,000.00	\$ 9,653,509.45	632	100.000%	665.57	

TOMBALL ECONOMIC DEVELOPMENT CORPORATION
CASH AND CASH EQUIVALENTS
FOR QUARTER ENDING
December 31, 2020

FUNDS	CASH AND CASH EQUIVALENTS					INVESTMENTS			TOTAL CASH, CASH EQUIVALENTS AND INVESTMENTS
	TEXAS CLASS	TEXPOOL	OPERATING ACCOUNTS	CASH ON HAND	TOTAL CASH AND CASH EQUIVALENTS	CERTIFICATE OF DEPOSIT	INVESTMENT SECURITIES	TOTAL INVESTMENTS	
MAJOR FUNDS									
General	\$ 975,512	\$ 6,268,768	\$ 637,703	\$ -	\$ 7,881,983	\$ -	\$ 9,653,509	\$ 9,653,509	\$ 17,535,493
TOTALS	\$ 975,512	\$ 6,268,768	\$ 637,703	\$ -	\$ 7,881,983	\$ -	\$ 9,653,509	\$ 9,653,509	\$ 17,535,493

Business Improvement Grant Program

Fiscal 2020-2021	Project Amount		TEDC Grant	Date Approved	Date Funded	Amount Funded	\$350,000.00
GREVIS Properties	\$6,480.00	Landscape	\$3,240.00	10/20/2020	12/7/2020	\$3,000.00	\$347,000.00
Holderrieth Commercial Proper	\$12,680.00	Property	\$6,340.00	11/2/2020	12/29/2020	\$6,340.00	\$340,660.00
Power Solution Specialist	\$14,784.00	Property	\$7,392.00	12/14/2020	3/2/2021	\$7,392.00	\$333,268.00
Power Solution Specialist	\$2,779.86	Façade	\$1,389.93	12/14/2020	3/2/2021	\$1,389.93	\$331,878.07
Tropical Dental Care	\$1,342.30	Signage	\$671.15	12/29/2020	3/4/2021	\$671.15	\$331,206.92
Power Solution Specialist	\$522.38	Signage	\$261.19	1/6/2021	3/2/2021	\$261.19	\$330,945.73
CCJ Collaborations	\$8,500.00	Signage	\$1,000.00	1/13/2021			\$329,945.73
CCJ Collaborations	\$26,922.00	Property	\$10,000.00	1/13/2021			\$319,945.73
CCJ Collaborations	\$58,283.00	Landscaping	\$10,000.00	1/13/2021			\$309,945.73
AC Snow Management	\$1,500.00	Property	\$750.00	1/19/2021			\$309,195.73
AC Snow Management	\$1,500.00	Landscape	\$750.00	1/19/2021			\$308,445.73
AC Snow Management	\$4,250.00	Façade	\$2,125.00	1/19/2021			\$306,320.73
Grandenetti - 306 Commerce	\$19,900.00	Property	\$9,950.00	1/28/2021			\$296,370.73
LUC-Technologies, LLC	\$10,788.00	Property	\$5,394.00	3/5/2021			\$290,976.73
Smitty's Meat Market	\$104,500.00	Property	\$10,000.00	3/5/2021			\$280,976.73
Smitty's Meat Market	\$18,700.00	Landscape	\$9,350.00	3/5/2021			\$271,626.73
	\$293,431.54		\$78,613.27				

Business Improvement Grant Program

Fiscal 2019-2020	Project Amount		TEDC Grant	Date Approved	Date Funded	Amount Funded	\$350,000.00
Nickson Lot 13	\$5,180.00	Property	\$2,554.00	10/22/2019	8/14/2020	\$2,554.00	\$347,446.00
Ernest Grandenetti	\$7,500.00	Property	\$3,750.00	10/29/2019	1/30/2020	\$2,327.38	\$343,696.00
Aqua Suds	\$2,435.26	Signage	\$1,217.63	11/4/2019	10/27/2020	\$688.36	\$342,478.37
Aqua Suds	\$2,717.08	Façade	\$1,358.54	11/4/2019	10/27/2020	\$1,358.54	\$341,119.83
BK 2920, Ltd.	\$160,116.50	MEGA	\$50,000.00	12/13/2019	8/14/2020	\$50,000.00	\$291,119.83
Khurram Hafiz	\$200.00	Signage	\$100.00	1/6/2020	1/30/2020	\$100.00	\$291,019.83
Khurram Hafiz	\$1,900.00	Façade	\$950.00	1/6/2019	1/30/2020	\$950.00	\$290,069.83
Nickson 21235	\$152,500.00	Property	\$10,000.00	1/7/2020	12/14/2020	\$10,000.00	\$280,069.83
Nickson 21235	\$38,055.09	Landscaping	\$10,000.00	1/7/2020	12/14/2020	\$10,000.00	\$270,069.83
Bexar BBQ	\$4,050.00	Landscaping	\$2,025.00	1/14/2020	2/10/2020	\$2,025.00	\$268,044.83
Bexar BBQ	\$7,925.00	Property	\$3,962.50	1/22/2020	3/10/2020	\$3,962.50	\$264,082.33
American National Carbide	\$12,245.00	Property	\$6,122.50	1/27/2020	5/4/2020	\$6,122.50	\$257,959.83
Bexar BBQ	\$16,056.86	Façade	\$8,028.44	2/10/2020	4/21/2020	\$8,028.44	\$249,931.39
Bexar BBQ	\$14,218.64	Signage	\$1,000.00	2/10/2020	4/21/2020	\$1,000.00	\$248,931.39
Tomball Tires & Auto	\$5,791.50	Signage	\$2,500.00	2/17/2020	5/4/2020	\$2,500.00	\$246,431.39
Ernest Grandinetti (Mercy Hous	\$2,550.00	Landscape	\$1,275.00	2/26/2020			\$245,156.39
Ernest Grandinetti (Mercy Hous	\$10,349.35	Façade	\$5,174.68	2/26/2020			\$239,981.71
Rooftop Innovations	\$16,800.00	Façade	\$8,400.00	3/9/2020			\$231,581.71
Rooftop Innovations	\$3,604.73	Signage	\$1,802.37	3/9/2020			\$229,779.34
Khurram Hafiz	\$9,000.00	Property	\$4,500.00	3/9/2020	4/7/2020	\$4,500.00	\$225,279.34
Bexar BBQ	\$3,611.42	Façade	\$1,805.71	3/9/2020	IN ELIGIBLE	\$0.00	\$223,473.63
Bexar BBQ	\$11,907.50	Property	\$5,953.75	3/9/2020	5/4/2020	\$5,953.75	\$217,519.88
Bexar BBQ	\$4,185.54	Landscaping	\$2,092.77	3/9/2020	5/4/2020	\$2,065.96	\$215,427.11
Copan Trade LTD	\$10,400.00	Property	\$5,200.00	4/29/2020	1/13/2021	\$2,675.00	\$210,227.11
Copan Trade LTD	\$1,422.00	Signage	\$711.00	4/29/2020	1/13/2021	\$349.92	\$209,516.11
Ella's Garden	\$20,000.00	Property	\$10,000.00	5/18/2020	8/14/2020	\$955.00	\$199,516.11
Gatewood - 70/70 Offices	\$37,002.93	Landscaping	\$10,000.00	5/18/2020	8/14/2020	\$10,000.00	\$189,516.11
Copan Coffee Roasters	\$3,456.00	Façade	\$1,728.00	5/18/2020	1/13/2021	\$1,726.73	\$187,788.11
Copan Coffee Roasters	\$12,539.80	Property	\$6,269.90	5/18/2020	1/13/2021	\$3,079.10	\$181,518.21
Copan Coffee Roasters	\$825.68	Signage	\$412.84	5/18/2020	1/13/2021	\$349.92	\$181,105.37
Tomball Tool Rental	\$29,750.00	Property	\$10,000.00	6/17/2020	8/28/2020	\$10,000.00	\$171,105.37
True Expressions Photography	\$12,500.00	Façade	\$6,250.00	6/30/2020	9/22/2020	\$6,250.00	\$164,855.37
True Expressions Photography	\$8,500.00	Property	\$4,250.00	6/30/2020	9/22/2020	\$4,250.00	\$160,605.37
Ella's Garden	\$10,600.00	Property	\$5,300.00	7/31/2020	9/22/2020	\$5,300.00	\$155,305.37

TCG Capital, LLC	\$334,000.00	Property	\$10,000.00	8/28/2020			\$145,305.37
TCG Capital, LLC	\$35,000.00	Landscaping	\$10,000.00	8/28/2020			\$135,305.37
TCG Capital, LLC	\$10,000.00	Signage	\$1,000.00	8/28/2020			\$134,305.37
CCJ Collaborations	\$267,622.00	Property	\$10,000.00	8/28/2020			\$124,305.37
CCJ Collaborations	\$26,819.00	Landscaping	\$10,000.00	8/28/2020			\$114,305.37
CCJ Collaborations	\$8,480.00	Signage	\$1,000.00	8/28/2020			\$113,305.37
HTeaO	\$20,650.00	Façade	\$10,000.00	9/2/2020	2/10/2021	\$10,000.00	\$103,305.37
HTeaO	\$33,303.00	Property	\$10,000.00	9/2/2020	2/10/2021	\$10,000.00	\$93,305.37
HTeaO	\$49,524.38	Signage	\$1,000.00	9/2/2020	2/10/2021	\$1,000.00	\$92,305.37
GREVIS Properties	\$5,750.00	Property	\$2,875.00	9/15/2020	10/15/2020	\$2,850.00	\$89,430.37
Common Grounds - 409	\$20,000.00	Property	\$10,000.00	9/30/2020			\$79,430.37
Common Grounds - 409	\$20,000.00	Landscape	\$10,000.00	9/30/2020			\$69,430.37
Common Grounds - 401.5	\$22,000.00	Property	\$10,000.00	9/30/2020			\$59,430.37
Common Grounds - 401.5	\$20,000.00	Landscape	\$10,000.00	9/30/2020			\$49,430.37
Lorraine Featherston - Gelato M	\$8,500.00	Façade	\$4,250.00	9/30/2020			\$45,180.37
GREVIS Properties	\$9,500.00	Property	\$4,750.00	9/23/2020	11/13/2020	\$4,600.00	\$40,430.37
	\$1,531,044.26		\$309,569.63				

Special Joint Agenda Item Data Sheet

Meeting Date: March 9, 2021

Topic:

Consideration and possible action by Tomball EDC to approve, as a Project of the Corporation, an agreement with B. Smittys, 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 an 8,000 square foot commercial facility to be located at 22621 Hufsmith-Kohrville Rd., Tomball, Texas 77375. The estimated amount of expenditures for such Project is \$30,301.00.

- Public Hearing

Background:

The Tomball Economic Development Corporation has received a request from Blake Smith, Owner, B. Smittys, LLC dba Smitty's Meat Market and Smokehouse, for assistance with infrastructure costs related to the development of a proposed new meat market and wild game processing facility.

Smitty's Meat Market and Smokehouse is a locally owned meat market and wild game processing business that was founded in 2013. Smitty's Meat Market and Smokehouse is currently located at 11210 Mahaffey Rd, Tomball, Texas 77375, just outside of the city limits.

The proposed development includes the construction of an 8,000 square foot commercial building on approximately 2 acres located at 22621 Hufsmith-Kohrville Road, within the city limits of Tomball. The estimated capital investment for the project is over \$1,300,000.00.

The eligible infrastructure improvements include water, sanitary, storm sewer and related site improvements totaling approximately \$303,010.00.

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 \$69,905.00.

If the agreement between the TEDC and B. Smittys, LLC is approved as a Project of the Corporation, the grant funding amount will not exceed \$30,301.00, based on 10% of the actual expenditures for the eligible infrastructure improvements.

Origination: Blake Smith, Owner, B. Smittys, LLC

Recommendation:

Staff recommends approval of the proposed Performance Agreement with B. Smittys, LLC.

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

FUNDING (IF APPLICABLE)

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

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

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

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

TO WHOM IT MAY CONCERN:

SMITTYS MEAT MARKET AND SMOKEHOUSE WAS OPENED IN DECEMBER OF 2013. IT WAS A MARKET THAT CUT CUSTOM MEATS AND PROVIDED CUSTOMERS WITH A VARIETY OF SMOKED MEATS. ANYTHING FROM SMOKED BACON TO A VARIETY OF SMOKED SAUSAGES, JERKY AND MEAT STICKS COULD BE PURCHASED AT SMITTYS. WE ALSO MAKE MANY APPETIZERS SUCH AS JALAPENO POPPERS, CHICKEN POPPERS, STUFFED MUSHROOMS, BOUDIN, AND SEASONED WINGS. THESE ARE ITEMS THAT YOU CANNOT PURCHASE AT YOUR LOCAL GROCERY STORE. WE ALSO CARRY MANY LOCAL SPICES OR NOVELTY ITEMS THAT ARE MADE RIGHT HERE IN THE SURROUNDING AREA. SMITTYS CREATED A PLACE WHERE CUSTOMERS COULD COME IN AND TALK AND GET TO KNOW YOUR BUTCHER. FIRST HAND INTERACTION ON GETTING A SPECIAL CUT OF MEAT OR A CERTAIN SIZE OR QUANTITY OF MEAT FOR ANY OCCASION. WE ALSO OFFER WILD GAME PROCESSING THROUGHOUT THE YEAR. CUSTOMERS COULD BRING THEIR WILD GAME TO US TO GET PROCESSED IN MANY SMOKED MEATS OR FRESH MEATS AND RETURN BACK TO THEM WITH SATISFACTION OF THEIR OWN KILL.

AS THE YEARS HAVE GONE BY, WE HAVE GREW OUR CUSTOMER BASE EXPONENTIALLY TO WHERE WE HAVE OUTGROWN THE STORE. WE MAKE AN ARRANGE OF PRODUCTS THAT WE CANNOT MAKE EVERY WEEK DUE TO THE FACT WE DON'T HAVE THE ROOM FOR RETAIL. SO WE HAVE HAD SOME PRODUCTIVITY ISSUES WHEN A CUSTOMER COMES IN AND REQUEST AND ITEM THAT ISN'T MADE THAT WEEK. HOWEVER WE DO STOP WHAT WE DO TO MAKE IT FOR THE CUSTOMER. OUR PARKING SPACES FILL UP ALL THE TIME, AND GETS TO A POINT WHERE CUSTOMERS ARE PARKING ON THE LAWN, OR GET DETERRED AND DRIVE OFF BECAUSE THERE IS NO PARKING. OUR FREEZER AND COOLER SPACE ARE LIMIT DURING DEER SEASON AND THERE HAS BEEN TIME WHERE WE HAVE TO TURN AWAY DEER BECAUSE WE HAVE NOWHERE TO STORE THEM.

SO WE HAVE CHOSEN TO BUILD A BRAND NEW FACILITY RIGHT AROUND THE CORNER FROM THE CURRENT SHOP. I WANTED TO MAINTAIN OUR CURRENT CUSTOMER BASE SINCE THEY ARE THE ONES WHO HAVE LED TO OUR SUCCESS. THE NEW FACILITY WILL HAVE TWICE THE SQUARE FOOTAGE WITH BIGGER COOLERS AND FREEZERS. THE SALES FLOOR WILL BE 3 TIMES THE SIZE TO MAXIMIZE SALES POTENTIAL. THERE WILL BE AN ABUNDANCE OF PARKING FOR THE CUSTOMERS AND MORE EXPOSURE DUE TO THE NEW STORE LOCATION. ALL EQUIPMENT WILL BE NEW AND STORE WILL HAVE A MODERN YET COUNTRY STORE FEEL.

SO WITH THE HELP OF THE GRANT MONEY I AM GOING TO BE ABLE TO REDUCE SOME OF THE COST FOR CONSTRUCTING THE FACILITY. IT WILL HELP ME PUT MORE MONEY INTO THE STORE TO BE MORE PRODUCTIVE TO SATISFY THE CUSTOMER BASE. THE GRANT MONEY WILL PAY FOR ITSELF IN A MATTER OF A YEAR OR TWO. SMITTYS NEW LOCATION WILL BECOME A DESTINATION PLACE FROM AROUND THE AREA. CUSTOMERS WILL TRAVEL TO COME VISIT AND GET FRESH QUALITY MEATS AND SMOKED MEATS. IT WILL HELP GENERATE REVENUE TO THE LOCAL COMMUNITY AS NEW CUSTOMERS WILL DRIVE TO SHOP OR BRING PROCESSING HERE. IT WILL CREATE LOCAL JOBS FOR THE COMMUNITY. THIS IS A SPECIALTY BUSINESS, NOT MANY MEAT MARKET EXIST BECAUSE IT IS A LOST ART. THIS WILL BE A HISTORIC STORE WHERE THE CUSTOMER BASE CAN CALL THEIR OWN.

THANK YOU,
BLAKE SMITH

Tomball
Meat
Market

22621 Hufsmith-Kohrville Rd.
Tomball, TX 77375

General Contractor
Boatman Construction, LLC
Shane Boatman
22511 Banewood Drive
Tomball, Texas 77375
PH 281.516.9826



Architect
ML REID Architects, Inc.
Marshall Reid, AIA
3411 Richmond Avenue
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Houston, Texas 77046
PH 713.621.2829
F 713.621.2270
marshall@mlreid.com

Structural Engineer
H2B, Inc.
1225 North Loop West,
Suite 800
Houston, TX 77008
PH 713.864.2900

Civil Engineer
H2B, Inc.
1225 North Loop West,
Suite 800
Houston, TX 77008
PH 713.864.2900



01.22.2021

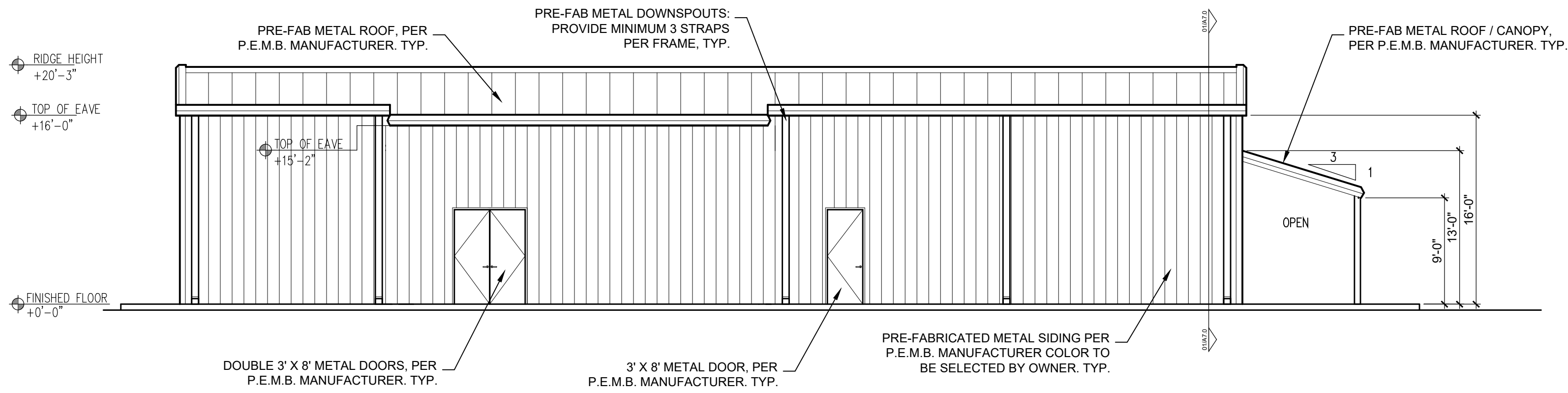
PERMIT FOR CONSTRUCTION
MARSHALL L. REID
TX ARCH REG. NO. 6658
DATE: 01.22.2021

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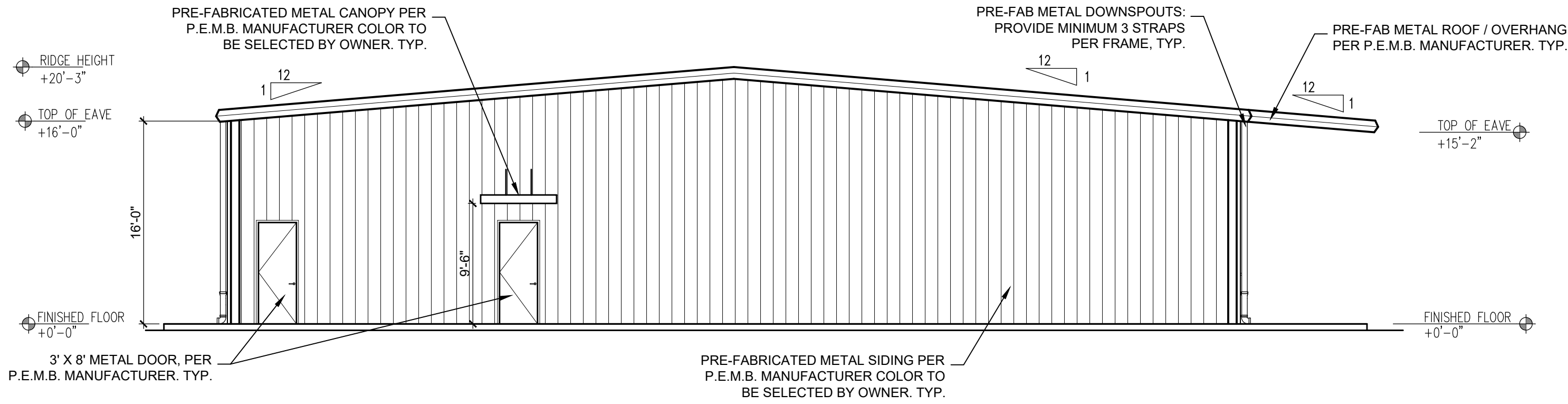
Revisions

Drawing Date
01-22-2021

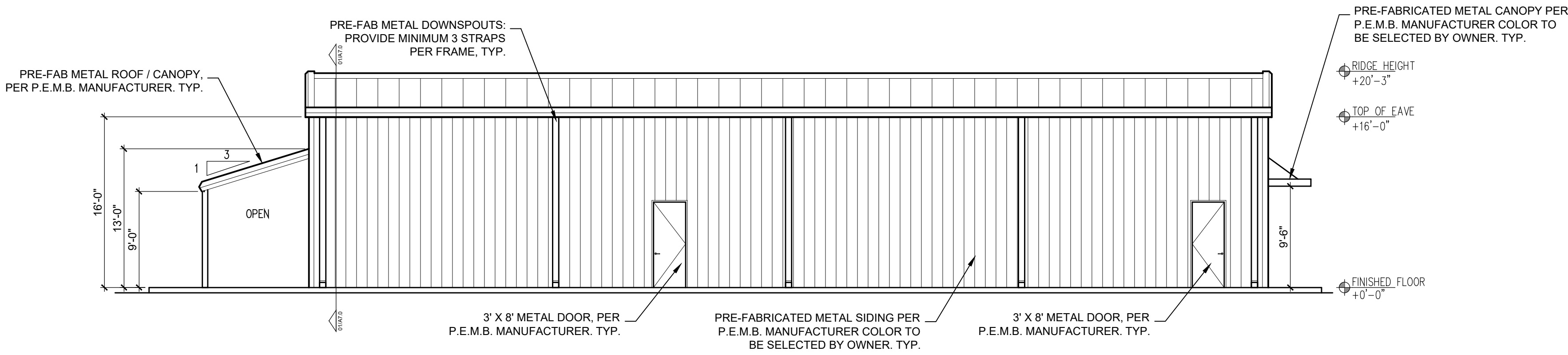
A5.0
EXTERIOR ELEVATIONS



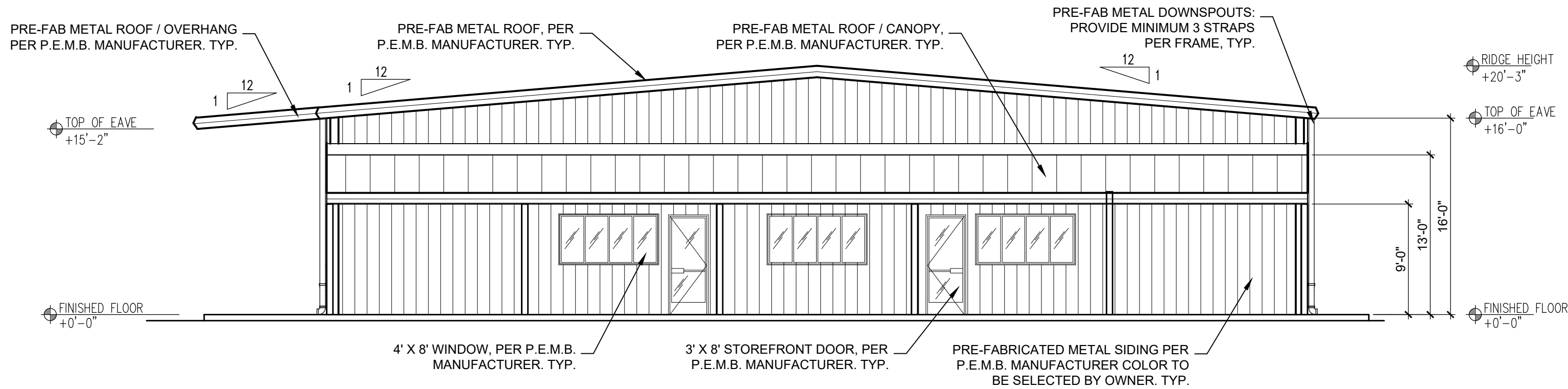
04 SOUTH ELEVATION
SCALE: 1/8"=1'-0"



03 WEST ELEVATION
SCALE: 1/8"=1'-0"



02 NORTH ELEVATION
SCALE: 1/8"=1'-0"

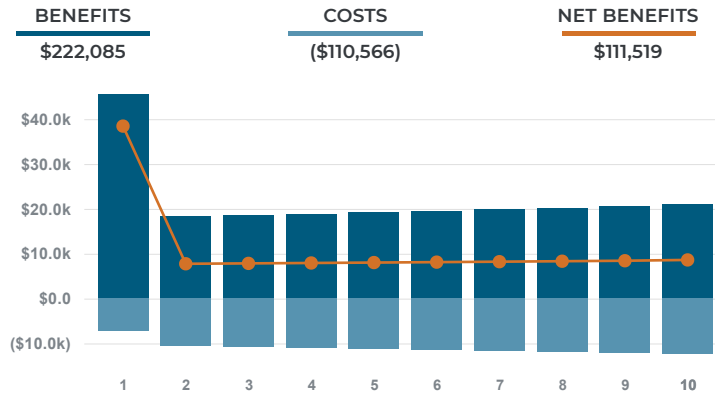


01 EAST ELEVATION
SCALE: 1/8"=1'-0"

IMPACT REPORT
SMITTY'S MEAT MARKET
Impact Analysis

New Construction - Retail

City of Tomball



JOBS



15.7 Total
13.0 Direct
2.7 Spin-off

Item 7.

SALARIES



\$32,742 Avg
\$30,000 Direct
\$45,957 Spin-off

CAPITAL INVEST.



\$1.3M
Buildings + FF&E

RESIDENTIAL DEV.



0.0 Homes
0.2 Relocations

NET BENEFITS

\$111,519

Present Value \$91,349

BENEFITS

Sales Taxes	\$21,987
Real Property Taxes	\$59,192
FF&E Property Taxes	\$3,784
Inventory Property Taxes	\$740
New Residential Property Taxes	\$235
Hotel Occupancy Taxes	\$0
Building Permits and Fees	\$25,000
Utility Revenue	\$80,481
Utility Franchise Fees	\$5,039
Miscellaneous Taxes and User Fees	\$25,627
Benefits Subtotal	\$222,085

COSTS

Cost of Government Services	(\$29,656)
Cost of Utility Services	(\$80,909)
Costs Subtotal	(\$110,566)

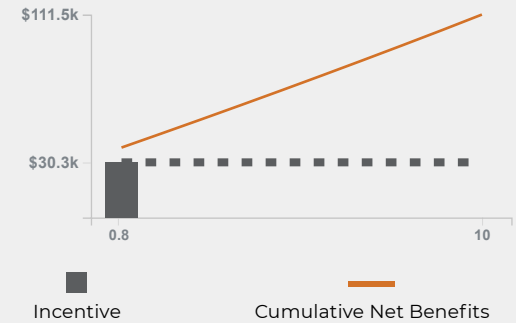
INCENTIVE ANALYSIS

\$30,301
Total Incentive

\$2,331
Per Job

36.8%
Rate of Return

0.8 Yrs
Payback Period



NET BENEFITS OVER 10 YEARS

CITY	\$111,519
COUNTY	\$68,766
SCHOOL DISTRICT	\$67,084
OTHER	\$81,306

Impact Analysis

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 10-year period.

Economic Impact Overview

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

SUMMARY OF ECONOMIC IMPACT OVER 10 YEARS IN CITY OF TOMBALL			
IMPACT	DIRECT	SPIN-OFF	TOTAL
Jobs	13.0	2.7	15.7
Annual Salaries/Wages at Full Ops (Yr 2)	\$397,800	\$126,460	\$524,260
Salaries/Wages over 10 Years	\$4,150,391	\$1,319,401	\$5,469,792
Taxable Sales/Purchases in City of Tomball	\$1,082,845	\$16,493	\$1,099,338

Totals may not sum due to rounding

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

SUMMARY OF POPULATION IMPACT OVER 10 YEARS IN CITY OF TOMBALL			
IMPACT	DIRECT	SPIN-OFF	TOTAL
Workers who will move to City of Tomball	0.1	0.1	0.2
New residents in City of Tomball	0.3	0.2	0.5
New residential properties constructed in City of Tomball	0.0	0.0	0.0
New students to attend local school district	0.1	0.0	0.1

Totals may not sum due to rounding

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

Item 7.

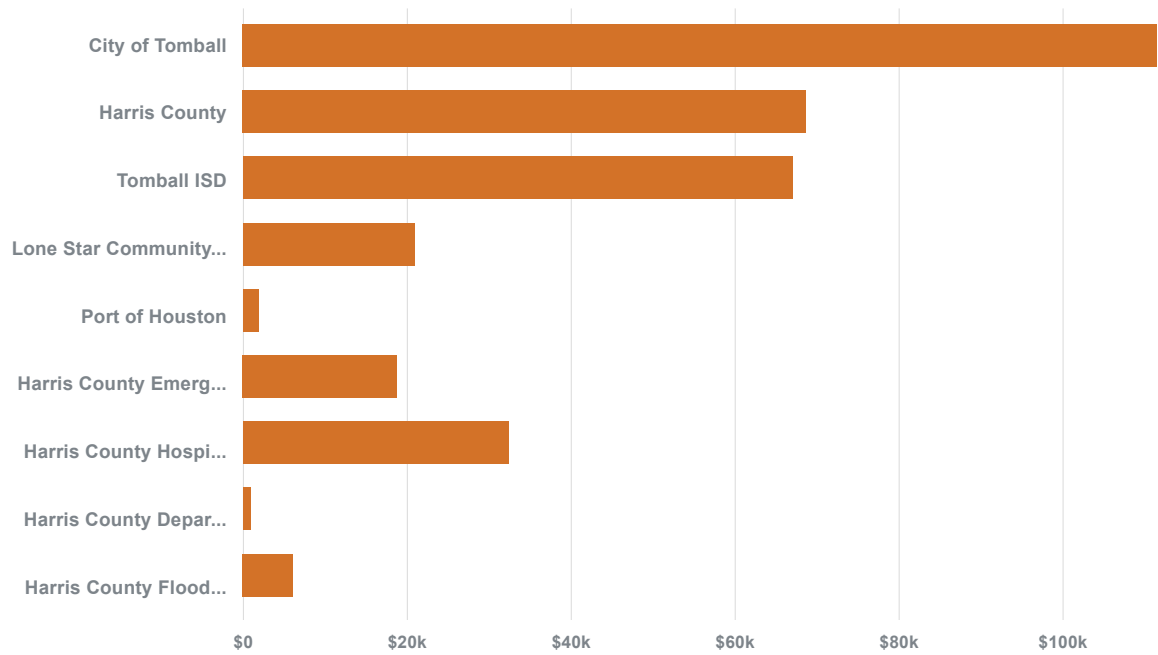
SUMMARY OF TAXABLE PROPERTY OVER THE FIRST 10 YEARS IN CITY OF TOMBALL							
YR.	NEW RESIDENTIAL PROPERTY	LAND	BUILDINGS...	FF&E	INVENTORIES	NON- RESIDENTIAL PROPERTY	TOTAL PROPERTY
1	\$4,519	\$500,000	\$1,100,000	\$200,000	\$20,000	\$1,820,000	\$1,824,519
2	\$6,657	\$510,000	\$1,122,000	\$180,000	\$20,400	\$1,832,400	\$1,839,057
3	\$6,790	\$520,200	\$1,144,440	\$160,000	\$20,808	\$1,845,448	\$1,852,238
4	\$6,926	\$530,604	\$1,167,329	\$140,000	\$21,224	\$1,859,157	\$1,866,083
5	\$7,065	\$541,216	\$1,190,675	\$120,000	\$21,649	\$1,873,540	\$1,880,605
6	\$7,206	\$552,040	\$1,214,489	\$100,000	\$22,082	\$1,888,611	\$1,895,817
7	\$7,350	\$563,081	\$1,238,779	\$80,000	\$22,523	\$1,904,383	\$1,911,733
8	\$7,497	\$574,343	\$1,263,554	\$60,000	\$22,974	\$1,920,871	\$1,928,368
9	\$7,647	\$585,830	\$1,288,825	\$40,000	\$23,433	\$1,938,088	\$1,945,735
10	\$7,800	\$597,546	\$1,314,602	\$40,000	\$23,902	\$1,976,050	\$1,983,850

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

FISCAL NET BENEFITS OVER THE NEXT 10 YEARS				
	BENEFITS	COSTS	NET BENEFITS	PRESENT VALUE*
City of Tomball	\$222,085	(\$110,566)	\$111,519	\$91,349
Harris County	\$85,304	(\$16,538)	\$68,766	\$52,962
Tomball ISD	\$249,603	(\$182,520)	\$67,084	\$51,613
Lone Star Community College	\$20,977	\$0	\$20,977	\$16,137
Port of Houston	\$1,928	\$0	\$1,928	\$1,483
Harris County Emergency Services District 8	\$18,875	\$0	\$18,875	\$14,520
Harris County Hospital District	\$32,440	\$0	\$32,440	\$24,955
Harris County Department of Education	\$972	\$0	\$972	\$747
Harris County Flood Control	\$6,114	\$0	\$6,114	\$4,703
Total	\$638,298	(\$309,623)	\$328,675	\$258,470

*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 10 Years



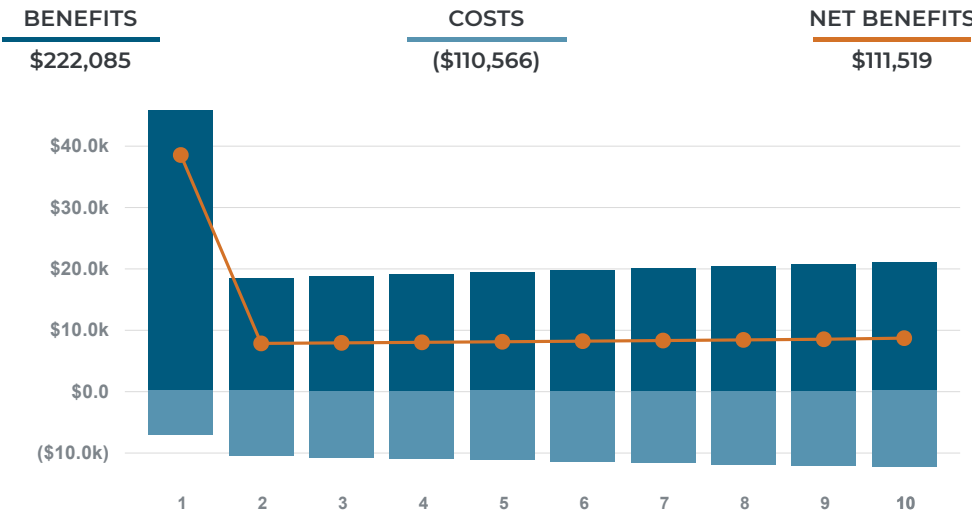
A summary of the total Public Support modeled in this analysis is shown below.

VALUE OF PUBLIC SUPPORT UNDER CONSIDERATION		
	NON-TAX INCENTIVE	TOTAL
City of Tomball	\$30,301	\$30,301
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
Total	\$30,301	\$30,301

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

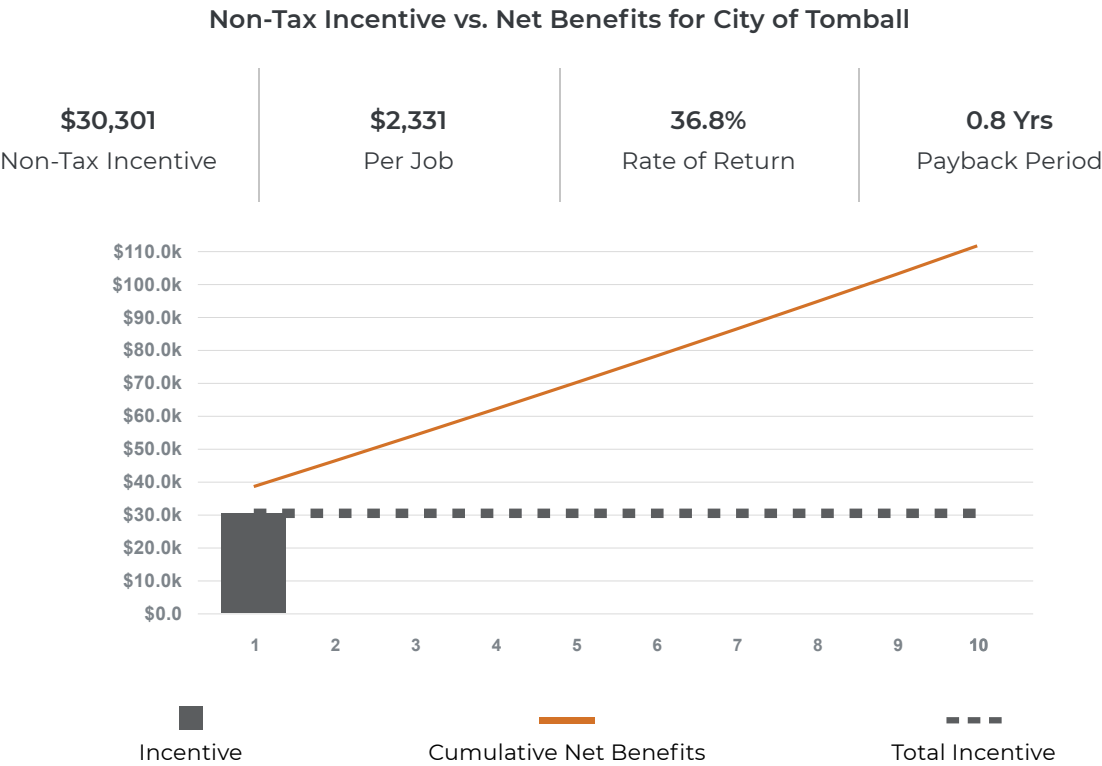
NET BENEFITS OVER 10 YEARS: CITY OF TOMBALL			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Sales Taxes	\$20,619	\$1,367	\$21,987
Real Property Taxes	\$59,192	\$0	\$59,192
FF&E Property Taxes	\$3,784	\$0	\$3,784
Inventory Property Taxes	\$740	\$0	\$740
New Residential Property Taxes	\$0	\$235	\$235
Hotel Occupancy Taxes	\$0	\$0	\$0
Building Permits and Fees	\$25,000	\$0	\$25,000
Utility Revenue	\$77,336	\$3,145	\$80,481
Utility Franchise Fees	\$4,842	\$197	\$5,039
Miscellaneous Taxes and User Fees	\$24,626	\$1,002	\$25,627
Benefits Subtotal	\$216,139	\$5,946	\$222,085
COSTS	PROJECT	HOUSEHOLDS	TOTAL
Cost of Government Services	(\$28,499)	(\$1,157)	(\$29,656)
Cost of Utility Services	(\$77,751)	(\$3,158)	(\$80,909)
Costs Subtotal	(\$106,250)	(\$4,316)	(\$110,566)
Net Benefits	\$109,889	\$1,631	\$111,519

Annual Fiscal Net Benefits for City of Tomball



Non-Tax Incentives

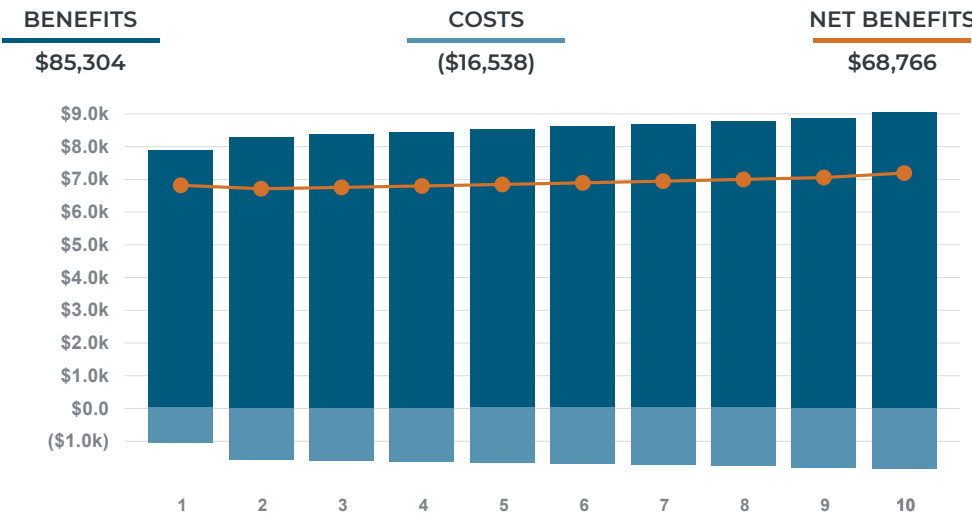
The graph below depicts the non-tax incentives modeled in this analysis versus the cumulative net benefits to City of Tomball. The intersection indicates the length of time until the incentives are paid back.



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

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$68,529	\$0	\$68,529
FF&E Property Taxes	\$4,381	\$0	\$4,381
Inventory Property Taxes	\$857	\$0	\$857
New Residential Property Taxes	\$0	\$2,349	\$2,349
Hotel Occupancy Taxes	\$0	\$0	\$0
Miscellaneous Taxes and User Fees	\$6,226	\$2,962	\$9,188
Benefits Subtotal	\$79,993	\$5,311	\$85,304
COSTS	PROJECT	HOUSEHOLDS	TOTAL
Cost of Government Services	(\$11,206)	(\$5,332)	(\$16,538)
Costs Subtotal	(\$11,206)	(\$5,332)	(\$16,538)
Net Benefits	\$68,787	(\$21)	\$68,766

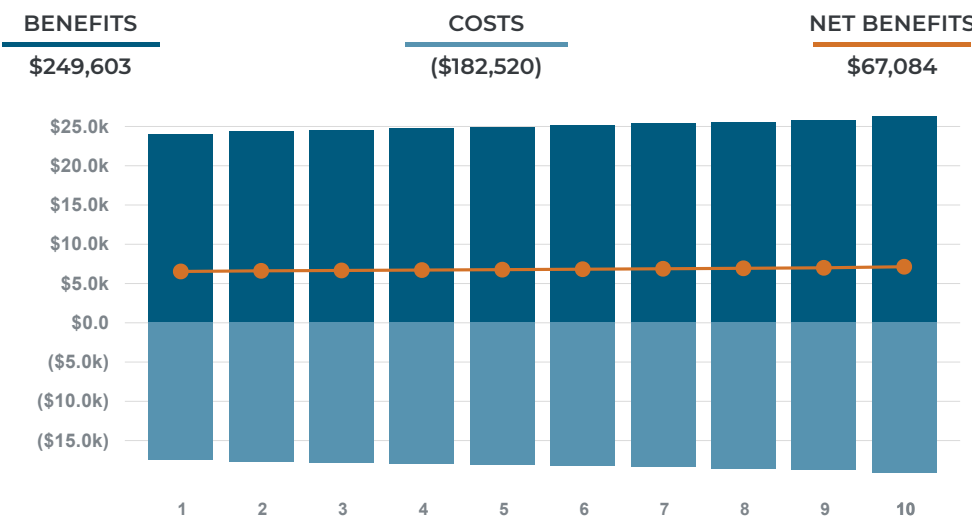
Annual Fiscal Net Benefits for Harris County



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

NET BENEFITS OVER 10 YEARS: TOMBALL ISD			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$226,002	\$0	\$226,002
FF&E Property Taxes	\$14,448	\$0	\$14,448
Inventory Property Taxes	\$2,825	\$0	\$2,825
New Residential Property Taxes	\$0	\$2,846	\$2,846
Addtl. State & Federal School Funding	\$0	\$3,482	\$3,482
Benefits Subtotal	\$243,275	\$6,328	\$249,603
COSTS	PROJECT	HOUSEHOLDS	TOTAL
Cost to Educate New Students	\$0	(\$3,097)	(\$3,097)
Reduction in State School Funding	(\$177,348)	(\$2,075)	(\$179,422)
Costs Subtotal	(\$177,348)	(\$5,172)	(\$182,520)
Net Benefits	\$65,928	\$1,156	\$67,084

Annual Fiscal Net Benefits for Tomball ISD



Lone Star Community College Fiscal Impact

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

NET BENEFITS OVER 10 YEARS: LONE STAR COMMUNITY COLLEGE			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$18,886	\$0	\$18,886
FF&E Property Taxes	\$1,207	\$0	\$1,207
Inventory Property Taxes	\$236	\$0	\$236
New Residential Property Taxes	\$0	\$647	\$647
Benefits Subtotal	\$20,330	\$647	\$20,977
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	\$0	\$0	\$0
Costs Subtotal	\$0	\$0	\$0
Net Benefits	\$20,330	\$647	\$20,977

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 10 years of the Project.

NET BENEFITS OVER 10 YEARS: PORT OF HOUSTON			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$1,736	\$0	\$1,736
FF&E Property Taxes	\$111	\$0	\$111
Inventory Property Taxes	\$22	\$0	\$22
New Residential Property Taxes	\$0	\$60	\$60
Benefits Subtotal	\$1,869	\$60	\$1,928
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	\$0	\$0	\$0
Costs Subtotal	\$0	\$0	\$0
Net Benefits	\$1,869	\$60	\$1,928

Annual Fiscal Net Benefits for Port of Houston



Harris County Emergency Services District 8 Fiscal Impact

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 10 years of the Project.

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY EMERGENCY SERVICES DISTRICT 8			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$16,994	\$0	\$16,994
FF&E Property Taxes	\$1,086	\$0	\$1,086
Inventory Property Taxes	\$212	\$0	\$212
New Residential Property Taxes	\$0	\$582	\$582
Benefits Subtotal	\$18,293	\$582	\$18,875
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	\$0	\$0	\$0
Costs Subtotal	\$0	\$0	\$0
Net Benefits	\$18,293	\$582	\$18,875

Annual Fiscal Net Benefits for Harris County Emergency Services District 8



Harris County Hospital District Fiscal Impact

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

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY HOSPITAL DISTRICT			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$29,207	\$0	\$29,207
FF&E Property Taxes	\$1,867	\$0	\$1,867
Inventory Property Taxes	\$365	\$0	\$365
New Residential Property Taxes	\$0	\$1,001	\$1,001
Benefits Subtotal	\$31,439	\$1,001	\$32,440
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	\$0	\$0	\$0
Costs Subtotal	\$0	\$0	\$0
Net Benefits	\$31,439	\$1,001	\$32,440

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 10 years of the Project.

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY DEPARTMENT OF EDUCATION			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$875	\$0	\$875
FF&E Property Taxes	\$56	\$0	\$56
Inventory Property Taxes	\$11	\$0	\$11
New Residential Property Taxes	\$0	\$30	\$30
Benefits Subtotal	\$942	\$30	\$972
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	\$0	\$0	\$0
Costs Subtotal	\$0	\$0	\$0
Net Benefits	\$942	\$30	\$972

Annual Fiscal Net Benefits for Harris County Department of Education



Harris County Flood Control Fiscal Impact

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

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY FLOOD CONTROL			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$5,505	\$0	\$5,505
FF&E Property Taxes	\$352	\$0	\$352
Inventory Property Taxes	\$69	\$0	\$69
New Residential Property Taxes	\$0	\$189	\$189
Benefits Subtotal	\$5,925	\$189	\$6,114
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	\$0	\$0	\$0
Costs Subtotal	\$0	\$0	\$0
Net Benefits	\$5,925	\$189	\$6,114

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 10-year period.

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

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

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

445210 MEAT MARKETS		CITY OF TOMBALL
Employment Multiplier	(Type II Direct Effect)	1.2075
Earnings Multiplier	(Type II Direct Effect)	1.3179

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

Item 7.

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



Impact Analysis

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 **B. Smittys, LLC** (the “Company”), 11210 Mahaffey Rd., Tomball, TX 77375.

WITNESSETH:

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

WHEREAS, the Company proposes to develop a 2-acre tract of land within the City, located at 22621 Hufsmith-Kohrville Road, Tomball, Texas 77375 (the “Property”), more particularly described in Exhibit “A,” attached hereto and made a part hereof; and

WHEREAS, the Company plans to expend over One Million Dollars (\$1,000,000) to construct an 8,000 square foot meat market and wild game processing facility (the “Improvements”) on the site, more particularly described in Exhibit “B,” attached hereto and made a part hereof; and

WHEREAS, the Company also proposes to create thirteen (13) 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 Thirty Thousand Three Hundred and One Dollars (\$30,301.00), or an amount equal to up to ten percent (10%) of actual construction costs if less than the sum stated above, to assist in the construction of infrastructure necessary to promote and develop new business enterprises on the Property. The infrastructure found by the Board of Directors of TEDC to be required to develop the Property are certain drainage facilities and related improvements, site improvements, water, sanitary sewer, and electric, utilities to the exterior of the buildings (the “Infrastructure Improvements”), identified and described in Exhibit “C,” attached hereto and made a part hereof; and

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

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

1.

The Company covenants and agrees that it will construct, occupy, and maintain on the Property an 8,000 square-foot meat market and wild game processing facility (the “Improvements”) identified and described in Exhibit “B,” attached hereto and made a part hereof. In conjunction with the development of the Property, the Company further agrees to construct the Improvements contemplated by this Agreement, in accordance with the

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

2.

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

3.

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

4.

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

5.

In consideration of the Company's representations, promises, and covenants, TEDC agrees to reimburse the Company for the actual cost of the Infrastructure Improvements up to the amount of Thirty Thousand Three Hundred and One Dollars (\$30,301.00), or an amount equal to up to ten percent (10%) of actual construction costs if less than the sum stated above. The TEDC agrees to reimburse the Company for such amount within thirty (30) days of receipt of a letter from the Company requesting such payment and including: (a) certification of the costs of constructing the Infrastructure Improvements; (b) a copy of the City's occupancy permit for the Improvements to the Property; (c) verification from the City acknowledging that all necessary plats, permits, plans, and specifications have been received, reviewed, and approved; (d) certification that the Infrastructure Improvements have been constructed in accordance with the approved plans and specifications; and (e) an affidavit stating that all contractors and subcontractors providing work and/or materials in the construction of the Infrastructure Improvements have been paid and any and all liens and claims regarding such work have been released.

6.

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

interest at the rate equal to the 90-day Treasury Bill plus one-half percent (½%) per annum, within thirty (30) days after the TEDC notifies the Company of the violation.

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

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: B. Smittys, LLC
11210 Mahaffey Rd.,
Tomball, TX 77375
Attn: Blake Smith
Owner, B. Smittys, LLC

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 _____ 2021 (the "Effective Date").

B. Smittys, LLC

By: _____
 Name: Blake Smith
 Title: Owner

ATTEST:

By: _____
 Name: _____
 Title: _____

TOMBALL ECONOMIC DEVELOPMENT CORPORATION

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

ATTEST:

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

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____
 2021, by Blake Smith, Owner, B. Smittys, LLC for and on behalf of said company.

 Notary Public in and for the State of Texas

My Commission Expires: _____

(SEAL)

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____
 2021, by _____, 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**

**2.00 ACRES OF LAND DESCRIBED AS TR 1A BLK 1
HUFFSMITH 2978**

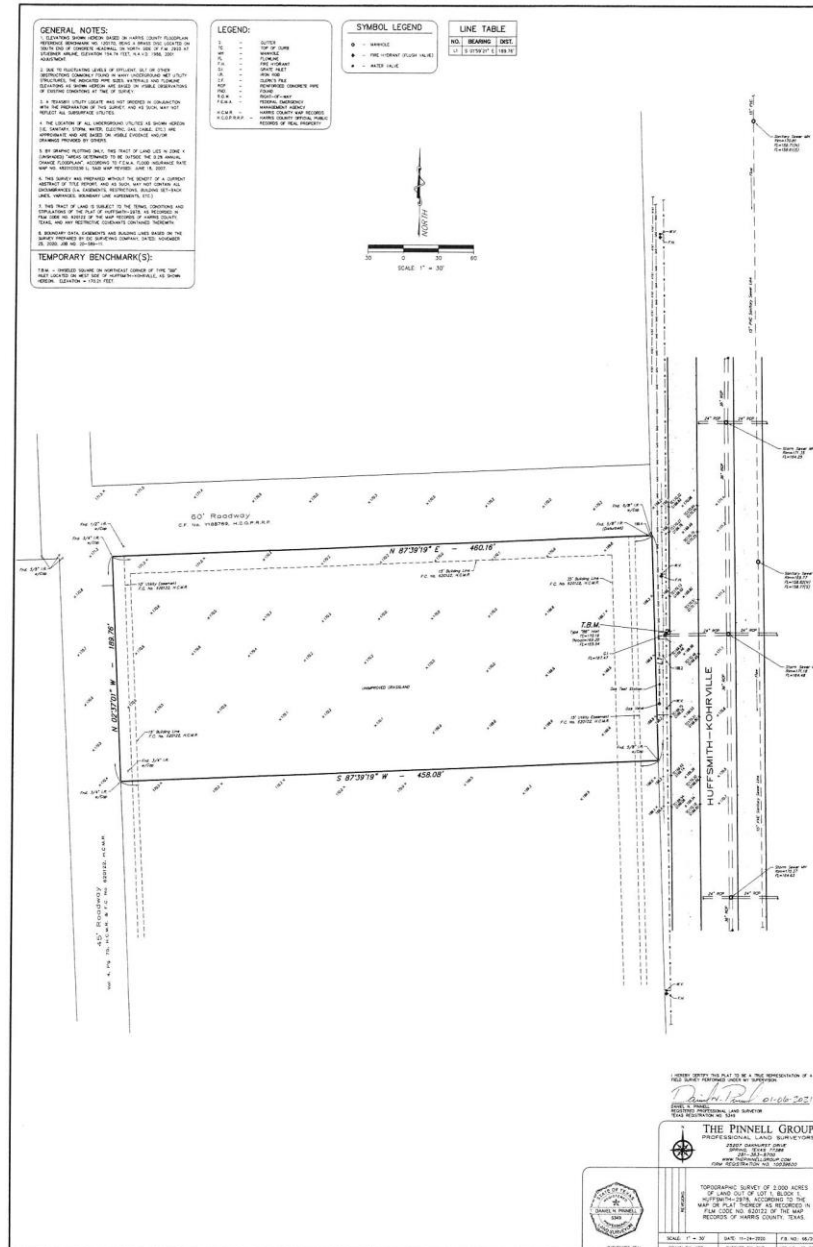


Exhibit B

Description of Improvements

Construction of an 8,000 square foot meat market
and wild game processing facility to be located at
22621 Huffsmith-Kohrville Road, Tomball, TX 77375

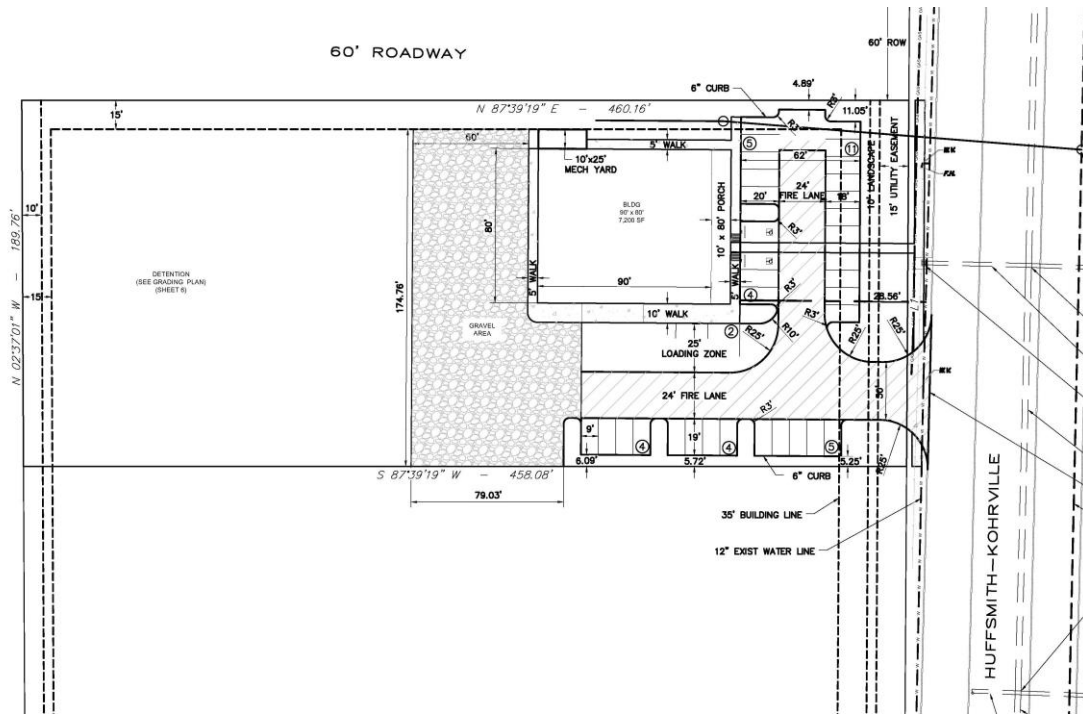


Exhibit C

Description of Infrastructure Improvements

22621 Hufsmith Korhville Road	
Tomball, TX 77377	
Improvement	Cost
SWPPP	\$ 6,500
Sanitary Sewer	\$ 72,964
Storm Drainage	\$ 174,169
Water	\$ 9,877
Site Preparation	\$ 39,500
Total	\$ 303,010

Special Joint Agenda Item Data Sheet

Meeting Date: March 9, 2021

Topic:

Consideration and possible action by Tomball EDC to approve, as a Project of the Corporation, an agreement with DunnCo Properties II, Ltd. 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 5,225 square foot commercial facility to be located at 14635 FM 2920 Rd., Tomball, Texas 77377. The estimated amount of expenditures for such Project is \$54,760.00.

- Public Hearing

Background:

The Tomball Economic Development Corporation has received a request from Scott Dunn, President, The Dunn Development Company, Inc., for assistance with infrastructure costs related to the construction of a multi-tenant retail development to be located at the southeast corner of Calvert Road and FM 2920 Road.

The proposed development will consist of an approximately 5,225 square foot commercial building on approximately 0.7997 acres. The estimated capital investment for the project is \$2,158,857.00.

The eligible infrastructure improvements include water, sanitary, gas, storm sewer, telecommunications, electric utilities and related site improvements totaling approximately \$ 365,064.00.

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 \$168,300.00.

If the agreement between the TEDC and DunnCo Properties II, Ltd is approved as a Project of the Corporation, the grant funding amount will not exceed \$54,760.00, based on 15% of the actual expenditures for the eligible infrastructure improvements.

Origination: Scott Dunn, President, The Dunn Development Company, Inc. and General Partner,
DunnCo Properties II, Ltd

Recommendation:

Staff recommends approval of the proposed Performance Agreement with DunnCo Properties II, Ltd

Kelly Violette

FUNDING (IF APPLICABLE)

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

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

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

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



March 1, 2021

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

Re: Grant Request – new retail project
14635 FM 2920 Road
Tomball, TX 77377

Dear TEDC Board of Directors:

On behalf of DunnCo Properties II, Ltd. (“Owner”), I would like to request grant funding from the TEDC for the development and construction of a new 5,225 sq. ft. retail building to be located on the southeast corner of Calvert Road and FM 2920 Road. This project involves the improvement of a raw 0.7997 acre tract of land. Construction will include all requirements to complete the building shell with site improvements for delivery of interior lease space to tenants for their future build-out requirements. We have received some “pre-construction” commitments from tenants and are currently working to finalize and execute leases with Marco’s Pizza and Fred Loya Insurance. Both prospective tenants would be new employers to the City of Tomball and would create new employment opportunities and sales tax revenue. We expect the remaining leasing to be completed before the building is finalized as we are receiving very strong interest in the project.

The Dunn Development Company (“DDC”) is the general partner for DunnCo Properties II, Ltd., along with other holding companies we have interest in to include DunnCo Properties, Ltd., Crosby Medical Investors, Ltd. and others. The sole investors and limited partners for these holding entities include myself and my brother Patrick. Under DDC, we have been developing commercial real estate in the State of Texas for over twenty years and currently hold over 20 stabilized retail and office properties in markets across the state to include Austin, San Antonio, Crosby, Houston, Cleveland, Magnolia, Giddings, Victoria, Corpus Christi, Del Rio, Alice, Roma and Hidalgo.

As a former resident of Tomball, and the father of a Tomball High School 2020 graduate, the interest in developing a project in Tomball is strong. I appreciate and value this community and would like for DDC to be involved long-term with current and future development projects. This request for grant funding is driven by challenges for development of the tract which are creating greater costs than anticipated – especially with the infrastructure. We will be seeking grant funding for paving, landscaping, irrigation and signage as well.

Timing wise, our goal is to complete the previously started permitting process with the City of Tomball and finalize our construction financing to allow for a mid-April to early May groundbreaking.

The construction of the improvements will take five to six months with hope that one or more tenants will be ready to open for business after the first of the year. Our current estimated costs are as follows:

Land – current “basis”	\$469,591
“Hard” Costs - Construction – “infrastructure”	\$365,064
“Hard” Costs - Construction – “other”	\$554,292
T. I. Allowance from Owner to Tenants	\$136,800
Landscaping & Irrigation	\$25,000
Pylon Sign for up to 4 tenants	\$25,000
“Soft” Costs – Architectural & Engineering	\$35,747
“Soft” Costs – 3 rd party, survey, title, bank, etc.	\$132,363
Development Services – none charged by DDC	\$0.00

I have provided Kelly Violette, your Executive Director, and Tiffani Wooten, Assistant Director, with plans of the project to include architectural, civil, structural, MEP and landscaping. When completed, this building will be attractive, present well and provide east of access to new tenants and uses for residents of the City of Tomball. I welcome any questions you might have about this project and our thoughts on its absorption in the marketplace.

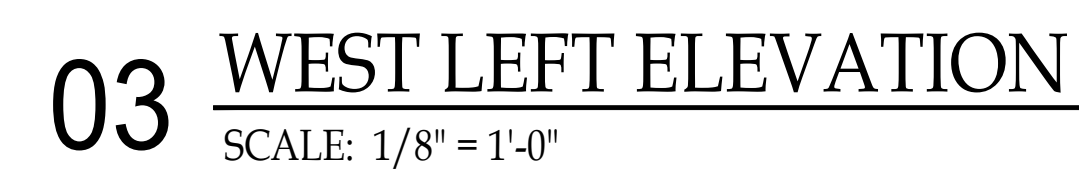
Thank you for your consideration regarding this matter.

Sincerely,

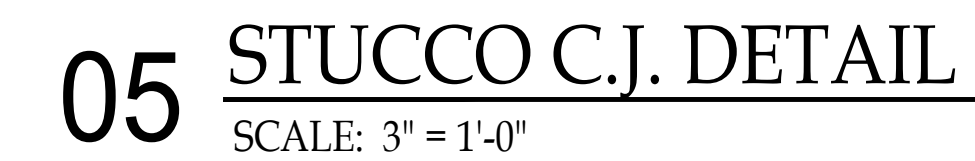


Scott H. Dunn
President – The Dunn Development Company, Inc.
General Partner – DunnCo Properties II, Ltd.

Cc: Patrick N. Dunn, V.P., The Dunn Development Company



NOTE:
VERIFY ALL FINISHES WITH OWNER BEFORE ORDERING. SHERWIN WILLIAMS PAINT SPECIFIED.
SEE SPECIFICATIONS FOR PAINT REQUIREMENTS FOR DIFFERENT MATERIALS.
ALL CAULKING TO MATCH COLOR OF ADJACENT MATERIALS



Dunn Properties II, Ltd.
10318 Lake Rd., Ste. A-103
Houston, Texas 77070
Phone: 281-370-6687

TOMBALL RETAIL BUILDING
14635 FM 2920 and Calvert Road
Tomball, Texas 77377

[illegible]

DATE: 08/23/2018

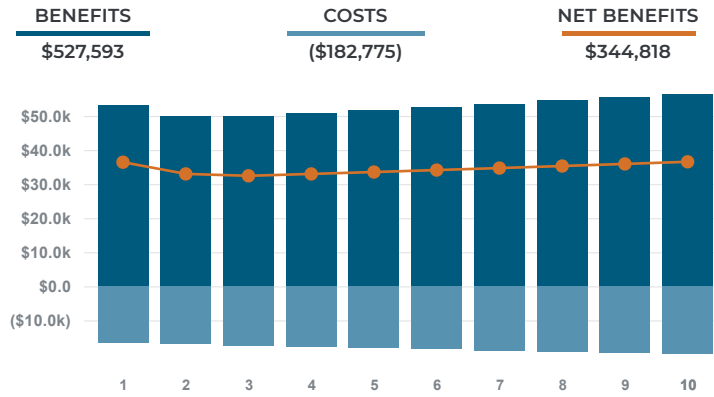
SHEET TITLE:
ELEVATIONS

SHEET NUMBER:

A2.1

New Construction - Retail

City of Tomball



JOBS



24.1 Total
20.0 Direct
4.1 Spin-off

Item 8.

SALARIES



\$34,562 Avg
\$30,000 Direct
\$56,737 Spin-off

CAPITAL INVEST.



\$1.7M
Buildings + FF&E

RESIDENTIAL DEV.



0.1 Homes
0.7 Relocations

NET BENEFITS

\$344,818

Present Value \$265,542

BENEFITS

Sales Taxes	\$268,540
Real Property Taxes	\$69,952
FF&E Property Taxes	\$4,561
Inventory Property Taxes	\$0
New Residential Property Taxes	\$793
Hotel Occupancy Taxes	\$0
Building Permits and Fees	\$0
Utility Revenue	\$133,050
Utility Franchise Fees	\$8,330
Miscellaneous Taxes and User Fees	\$42,367
Benefits Subtotal	\$527,593

COSTS

Cost of Government Services	(\$49,024)
Cost of Utility Services	(\$133,751)
Costs Subtotal	(\$182,775)

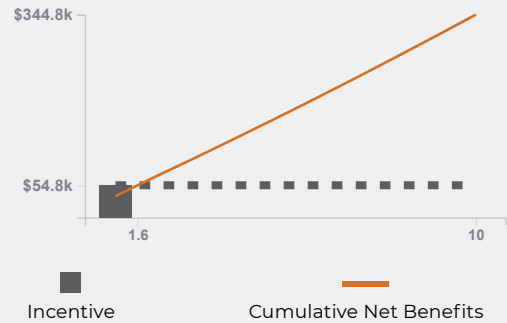
INCENTIVE ANALYSIS

\$54,760
Total Incentive

\$2,738
Per Job

63.0%
Rate of Return

1.6 Yrs
Payback Period



NET BENEFITS OVER 10 YEARS

CITY	\$344,818
COUNTY	\$78,323
SCHOOL DISTRICT	\$81,005
OTHER	\$99,437

Impact Analysis

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 10-year period.

Economic Impact Overview

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

SUMMARY OF ECONOMIC IMPACT OVER 10 YEARS IN CITY OF TOMBALL			
IMPACT	DIRECT	SPIN-OFF	TOTAL
Jobs	20.0	4.1	24.1
Annual Salaries/Wages	\$600,000	\$233,460	\$833,460
Salaries/Wages over 10 Years	\$6,569,833	\$2,556,324	\$9,126,156
Taxable Sales/Purchases in City of Tomball	\$13,395,055	\$31,954	\$13,427,009

Totals may not sum due to rounding

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

SUMMARY OF POPULATION IMPACT OVER 10 YEARS IN CITY OF TOMBALL			
IMPACT	DIRECT	SPIN-OFF	TOTAL
Workers who will move to City of Tomball	0.6	0.1	0.7
New residents in City of Tomball	1.5	0.3	1.8
New residential properties constructed in City of Tomball	0.1	0.0	0.1
New students to attend local school district	0.3	0.1	0.3

Totals may not sum due to rounding

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

SUMMARY OF TAXABLE PROPERTY OVER THE FIRST 10 YEARS IN CITY OF TOMBALL

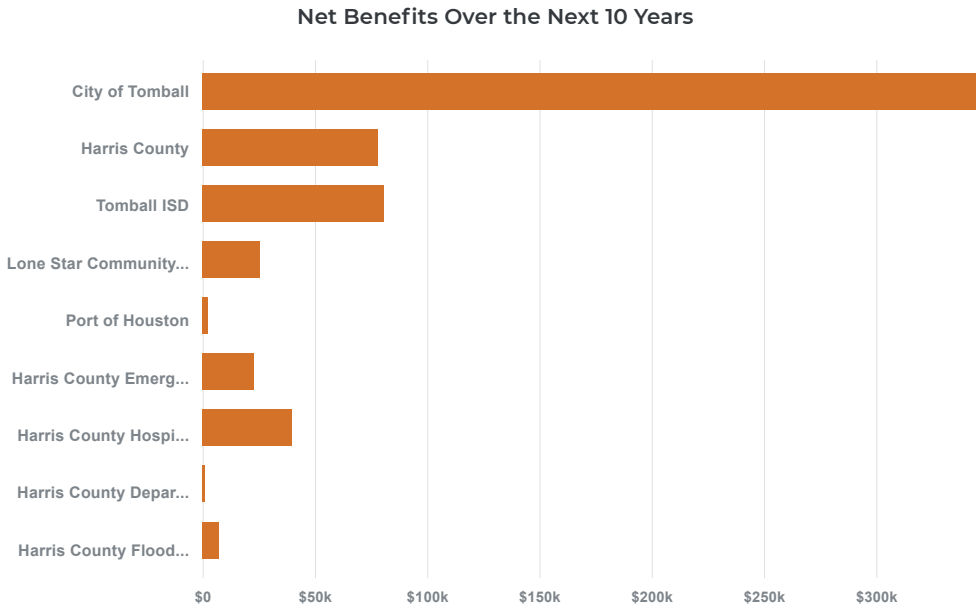
Item 8.

YR.	NEW RESIDENTIAL PROPERTY	LAND	BUILDINGS...	FF&E	INVENTORIES	NON-RESIDENTIAL PROPERTY	TOTAL PROPERTY
1	\$21,441	\$469,591	\$1,274,266	\$0	\$0	\$1,743,857	\$1,765,298
2	\$21,870	\$478,983	\$1,464,751	\$250,000	\$0	\$2,193,734	\$2,215,604
3	\$22,308	\$488,562	\$1,494,046	\$225,000	\$0	\$2,207,609	\$2,229,916
4	\$22,754	\$498,334	\$1,523,927	\$200,000	\$0	\$2,222,261	\$2,245,015
5	\$23,209	\$508,300	\$1,554,406	\$175,000	\$0	\$2,237,706	\$2,260,915
6	\$23,673	\$518,466	\$1,585,494	\$150,000	\$0	\$2,253,960	\$2,277,633
7	\$24,147	\$528,836	\$1,617,204	\$125,000	\$0	\$2,271,040	\$2,295,186
8	\$24,629	\$539,412	\$1,649,548	\$100,000	\$0	\$2,288,960	\$2,313,590
9	\$25,122	\$550,201	\$1,682,539	\$75,000	\$0	\$2,307,740	\$2,332,862
10	\$25,625	\$561,205	\$1,716,190	\$50,000	\$0	\$2,327,394	\$2,353,019

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 detail for each taxing district on subsequent pages.

FISCAL NET BENEFITS OVER THE NEXT 10 YEARS				
	BENEFITS	COSTS	NET BENEFITS	PRESENT VALUE*
City of Tomball	\$527,593	(\$182,775)	\$344,818	\$265,542
Harris County	\$111,546	(\$33,223)	\$78,323	\$60,023
Tomball ISD	\$305,873	(\$224,868)	\$81,005	\$62,075
Lone Star Community College	\$25,654	\$0	\$25,654	\$19,659
Port of Houston	\$2,358	\$0	\$2,358	\$1,807
Harris County Emergency Services District 8	\$23,084	\$0	\$23,084	\$17,690
Harris County Hospital District	\$39,674	\$0	\$39,674	\$30,402
Harris County Department of Education	\$1,188	\$0	\$1,188	\$911
Harris County Flood Control	\$7,477	\$0	\$7,477	\$5,730
Total	\$1,044,450	(\$440,866)	\$603,584	\$463,840

*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.



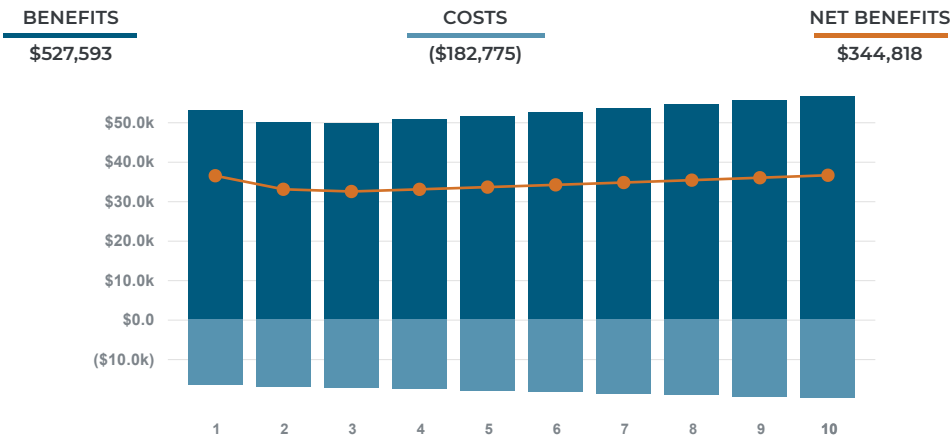
A summary of the total Public Support modeled in this analysis is shown below.

VALUE OF PUBLIC SUPPORT UNDER CONSIDERATION		
	NON-TAX INCENTIVE	TOTAL
City of Tomball	\$54,760	\$54,760
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
Total	\$54,760	\$54,760

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

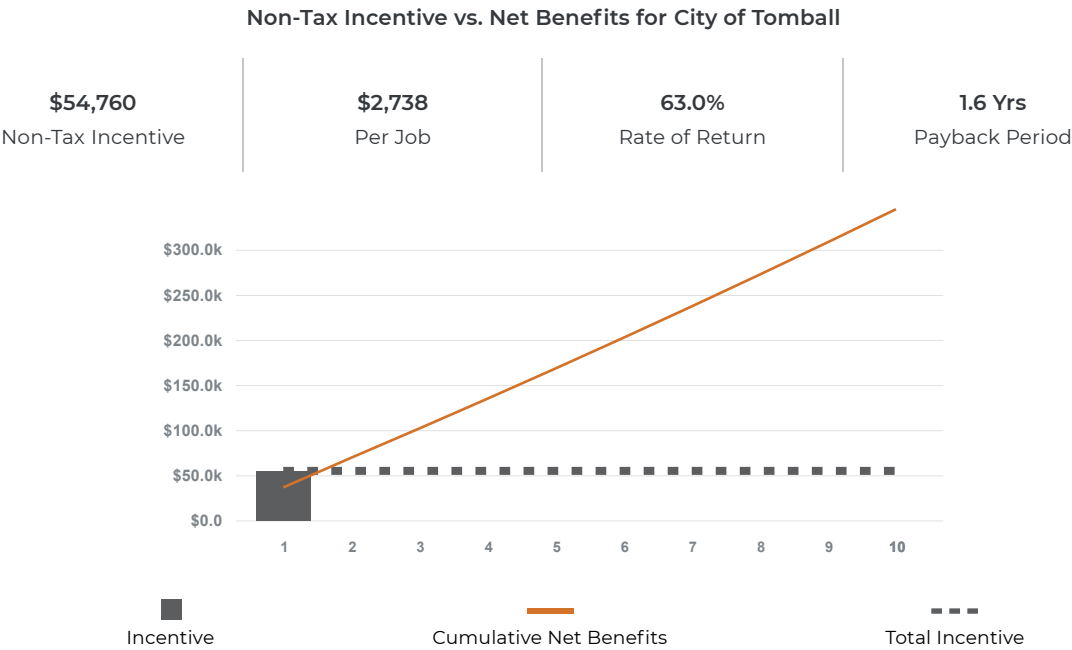
NET BENEFITS OVER 10 YEARS: CITY OF TOMBALL			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Sales Taxes	\$266,259	\$2,282	\$268,540
Real Property Taxes	\$69,952	\$0	\$69,952
FF&E Property Taxes	\$4,561	\$0	\$4,561
Inventory Property Taxes	\$0	\$0	\$0
New Residential Property Taxes	\$0	\$793	\$793
Hotel Occupancy Taxes	\$0	\$0	\$0
Building Permits and Fees	\$0	\$0	\$0
Utility Revenue	\$122,418	\$10,632	\$133,050
Utility Franchise Fees	\$7,665	\$665	\$8,330
Miscellaneous Taxes and User Fees	\$38,981	\$3,386	\$42,367
Benefits Subtotal	\$509,835	\$17,758	\$527,593
COSTS	PROJECT	HOUSEHOLDS	TOTAL
Cost of Government Services	(\$45,113)	(\$3,911)	(\$49,024)
Cost of Utility Services	(\$123,075)	(\$10,676)	(\$133,751)
Costs Subtotal	(\$168,188)	(\$14,587)	(\$182,775)
Net Benefits	\$341,648	\$3,171	\$344,818

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 10 years of the Project.

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$80,987	\$0	\$80,987
FF&E Property Taxes	\$5,281	\$0	\$5,281
Inventory Property Taxes	\$0	\$0	\$0
New Residential Property Taxes	\$0	\$6,822	\$6,822
Hotel Occupancy Taxes	\$0	\$0	\$0
Miscellaneous Taxes and User Fees	\$9,855	\$8,602	\$18,457
Benefits Subtotal	\$96,122	\$15,424	\$111,546
COSTS	PROJECT	HOUSEHOLDS	TOTAL
Cost of Government Services	(\$17,739)	(\$15,484)	(\$33,223)
Costs Subtotal	(\$17,739)	(\$15,484)	(\$33,223)
Net Benefits	\$78,384	(\$60)	\$78,323

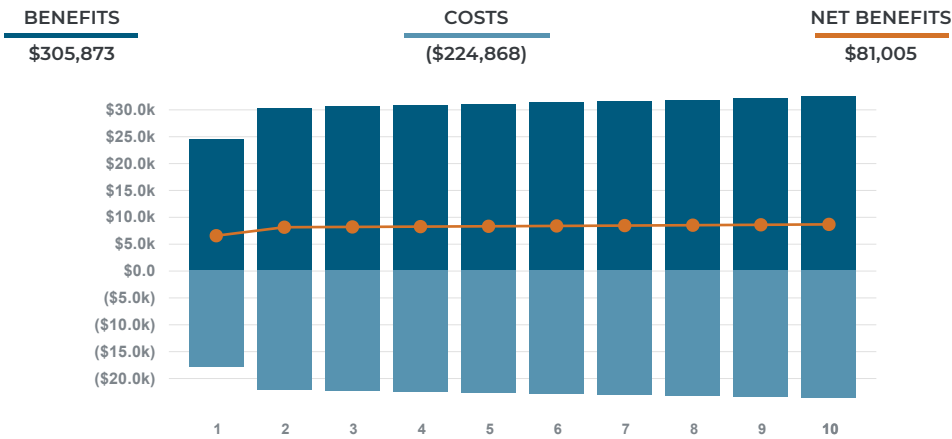
Annual Fiscal Net Benefits for Harris County



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

NET BENEFITS OVER 10 YEARS: TOMBALL ISD			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$267,085	\$0	\$267,085
FF&E Property Taxes	\$17,415	\$0	\$17,415
Inventory Property Taxes	\$0	\$0	\$0
New Residential Property Taxes	\$0	\$9,612	\$9,612
Addtl. State & Federal School Funding	\$0	\$11,761	\$11,761
Benefits Subtotal	\$284,500	\$21,373	\$305,873
COSTS	PROJECT	HOUSEHOLDS	TOTAL
Cost to Educate New Students	\$0	(\$10,461)	(\$10,461)
Reduction in State School Funding	(\$207,400)	(\$7,007)	(\$214,408)
Costs Subtotal	(\$207,400)	(\$17,468)	(\$224,868)
Net Benefits	\$77,099	\$3,905	\$81,005

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 10 years Project.

NET BENEFITS OVER 10 YEARS: LONE STAR COMMUNITY COLLEGE			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$22,319	\$0	\$22,319
FF&E Property Taxes	\$1,455	\$0	\$1,455
Inventory Property Taxes	\$0	\$0	\$0
New Residential Property Taxes	\$0	\$1,880	\$1,880
Benefits Subtotal	\$23,774	\$1,880	\$25,654
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	\$0	\$0	\$0
Costs Subtotal	\$0	\$0	\$0
Net Benefits	\$23,774	\$1,880	\$25,654

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 10 years of the Project

NET BENEFITS OVER 10 YEARS: PORT OF HOUSTON			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$2,052	\$0	\$2,052
FF&E Property Taxes	\$134	\$0	\$134
Inventory Property Taxes	\$0	\$0	\$0
New Residential Property Taxes	\$0	\$173	\$173
Benefits Subtotal	\$2,186	\$173	\$2,358
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	\$0	\$0	\$0
Costs Subtotal	\$0	\$0	\$0
Net Benefits	\$2,186	\$173	\$2,358

Annual Fiscal Net Benefits for Port of Houston



Harris County Emergency Services District 8 Fiscal Impact

Item 8.

The table below displays the estimated additional benefits, costs, and net benefits to be received by Harris County Emergency Services District 8 over the 10 years of the Project.

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY EMERGENCY SERVICES DISTRICT 8			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$20,083	\$0	\$20,083
FF&E Property Taxes	\$1,310	\$0	\$1,310
Inventory Property Taxes	\$0	\$0	\$0
New Residential Property Taxes	\$0	\$1,692	\$1,692
Benefits Subtotal	\$21,393	\$1,692	\$23,084
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	\$0	\$0	\$0
Costs Subtotal	\$0	\$0	\$0
Net Benefits	\$21,393	\$1,692	\$23,084

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 10 years of the Project.

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY HOSPITAL DISTRICT			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$34,516	\$0	\$34,516
FF&E Property Taxes	\$2,251	\$0	\$2,251
Inventory Property Taxes	\$0	\$0	\$0
New Residential Property Taxes	\$0	\$2,907	\$2,907
Benefits Subtotal	\$36,767	\$2,907	\$39,674
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	\$0	\$0	\$0
Costs Subtotal	\$0	\$0	\$0
Net Benefits	\$36,767	\$2,907	\$39,674

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 10 years of the Project.

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY DEPARTMENT OF EDUCATION			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$1,034	\$0	\$1,034
FF&E Property Taxes	\$67	\$0	\$67
Inventory Property Taxes	\$0	\$0	\$0
New Residential Property Taxes	\$0	\$87	\$87
Benefits Subtotal	\$1,101	\$87	\$1,188
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	\$0	\$0	\$0
Costs Subtotal	\$0	\$0	\$0
Net Benefits	\$1,101	\$87	\$1,188

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 10 years Project.

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY FLOOD CONTROL			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$6,505	\$0	\$6,505
FF&E Property Taxes	\$424	\$0	\$424
Inventory Property Taxes	\$0	\$0	\$0
New Residential Property Taxes	\$0	\$548	\$548
Benefits Subtotal	\$6,929	\$548	\$7,477
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	\$0	\$0	\$0
Costs Subtotal	\$0	\$0	\$0
Net Benefits	\$6,929	\$548	\$7,477

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 10-year period.

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

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

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

452990 ALL OTHER GENERAL MERCHANDISE STORES		CITY OF TOMBALL
Employment Multiplier	(Type II Direct Effect)	1.2057
Earnings Multiplier	(Type II Direct Effect)	1.3891

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

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 **DunnCo Properties II, Ltd.** (the “Company”), 10318 Lake Road, Suite #A-103, Houston, TX 77070.

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 .07997-acre tract of land within the City, located at 14635 FM 2920, Tomball, Texas 77375 (the “Property”), more particularly described in Exhibit “A,” attached hereto and made a part hereof; and

WHEREAS, the Company plans to expend over Two Million Dollars (\$2,000,000) to construct a 5,225 square foot commercial building (the “Improvements”) on the site, more particularly described in Exhibit “B,” attached hereto and made a part hereof; and

WHEREAS, the Company also proposes to create twenty (20) 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 Fifty-Four Thousand Seven Hundred and Sixty Dollars (\$54,760.00), or an amount equal to up to fifteen percent (15%) of actual construction costs if less than the sum stated above, to assist in the construction of infrastructure necessary to promote and develop new business enterprises on the Property. The infrastructure found by the Board of Directors of TEDC to be required to develop the Property are certain drainage facilities and related improvements, site improvements, water, sanitary sewer, gas, and electric utilities to the exterior of the buildings (the “Infrastructure Improvements”), identified and described in Exhibit “C,” attached hereto and made a part hereof; and

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

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

1.

The Company covenants and agrees that it will construct and maintain on the Property a 5,225 square-foot commercial building (the “Improvements”) identified and described in Exhibit “B,” attached hereto and made a part hereof. In conjunction with the development of the Property, the Company further agrees to construct the Improvements contemplated by this Agreement, in accordance with the requirements of the ordinances of the City and the plans and specifications approved by the City. The Company further represents and agrees that it will

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

2.

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

3.

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

4.

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

5.

In consideration of the Company's representations, promises, and covenants, TEDC agrees to reimburse the Company for the actual cost of the Infrastructure Improvements up to the amount of Fifty-Four Thousand Seven Hundred and Sixty Dollars (\$54,760.00), or an amount equal to fifteen percent (15%) of actual construction costs if less than the sum stated above upon completion of construction and occupancy of each commercial space. The TEDC agrees to reimburse the Company for such amount within thirty (30) days of receipt of a letter from the Company requesting such payment and including: (a) certification of the cost of constructing the Infrastructure Improvements; (b) a copy of the City's occupancy permit for the improvements to the Property; (c) certification that the Infrastructure Improvements have been constructed in accordance with the approved plans and specifications; (d) an affidavit stating that all contractors and subcontractors providing work and/or materials in the construction of the Improvements have been paid and any and all liens and claims regarding such work have been released; and (e) Proof of payment to all vendors, contractors and subcontractors providing work and/or materials in the construction of the Improvements, proof of payment must include copies of canceled checks and/or credit card receipts and copies of paid invoices from all vendors, contractors and subcontractors.

6.

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

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

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

7.

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

8.

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

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

If to City:	Tomball Economic Development Corporation 401 W. Market Street Tomball, Texas 77375 Attn: President, Board of Directors
If to Company:	DunnCo Properties II, Ltd. 10318 Lake Road, Suite #A-103 Houston, Texas 77070 Attn: Scott H. Dunn, General Partner, The Dunn Development Company, Inc. President, The Dunn Development Company, Inc.

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 _____ 2021 (the “Effective Date”).

DunnCo Properties II, Ltd.

By: _____
 Name: Scott H. Dunn
 Title: General Partner

ATTEST:

By: _____
 Name: _____
 Title: _____

**TOMBALL ECONOMIC DEVELOPMENT
CORPORATION**

By: _____

Name: _____

Title: President, Board of Directors

ATTEST:

By: _____

Name: _____

Title: Secretary, Board of Directors

DRAFT

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____ 2021, by Scott H. Dunn, General Partner, DunnCo Properties II, Ltd. for and on behalf of said company.

 Notary Public in and for the State of Texas

My Commission Expires: _____

(SEAL)

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____ 2021, by _____, 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

0.846 ACRE (36,836) SQUARE FOOT) TRACT OR PARCEL OF LAND SITUATED IN THE J.M. HOPPER SURVEY, A – 375, HARRIS COUNTY, TEXAS, AND BEING OUT OF A CALLED 1.6916 ACRE TRACT

[illegible]

Exhibit C

Description of Infrastructure Improvements

14635 FM 2920 Road	
Tomball, TX 77377	
Improvement	Cost
Sanitary Sewer	\$ 15,670
Storm Drainage	\$ 182,500
Water	\$ 39,919
Gas	\$ 10,000
Site Preparation	\$ 70,700
Telecommunications/Inter	\$ 5,000
Electric (transmission/dist)	\$ 41,275
Total	\$ 365,064

Special Joint Agenda Item Data Sheet

Meeting Date: March 9, 2021

Topic:

Discussion and possible action by Tomball EDC regarding the approval of a Private Sanitary Sewer Easement and an Access Easement Agreement associated with the property owned by Packers Plus Energy Services (USA), Inc. in the Tomball Business and Technology Park.

Background:

On February 23, 2021, the TEDC Board of Directors approved the repurchase of approximately 1.8 acres of land generally located at the southwest corner of Spell Road and Hufsmith-Kohrville Road from Packers Plus Energy Services (USA) Inc.

In accordance with the provisions of the contract, the attached draft agreements address the following development issues:

- **Cross Access Easement and Cost Sharing Agreement:** The existing driveway to/from Spell Road will serve the existing Packers Plus development as well as the future development of the 1.8-acre lot. The 40' shared access easement provides for a cost sharing split for improvements and maintenance of the driveway area. Packers Plus will be responsible for 75% of the costs and the owner of the 1.8 acres will be responsible for 25%.
- **Existing Private 10' Sanitary Sewer Easement:** a revised Private 10' Sanitary Sewer Easement agreement for use, operation, and maintenance of an existing 6" PVC sanitary sewer line by both lots. Maintenance of the existing sanitary sewer line will be the responsibility of Packers Plus until a future connection point is made on the 1.8 acres. At such time, all maintenance upstream of the connection point shall be Packers responsibility, but downstream of the connection point will be joint responsibility (50/50) of the then owners.

Origination: Kelly Violette, Executive Director

Recommendation: Approval of the easements/agreements as presented.

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

FUNDING (IF APPLICABLE)

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

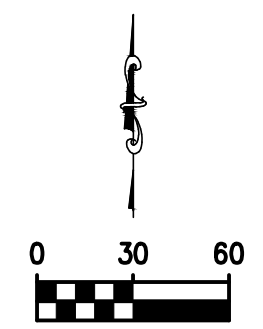
Yes: _____ No: _____ If yes, specify Account Number: # _____

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

Signed _____ Approved by _____

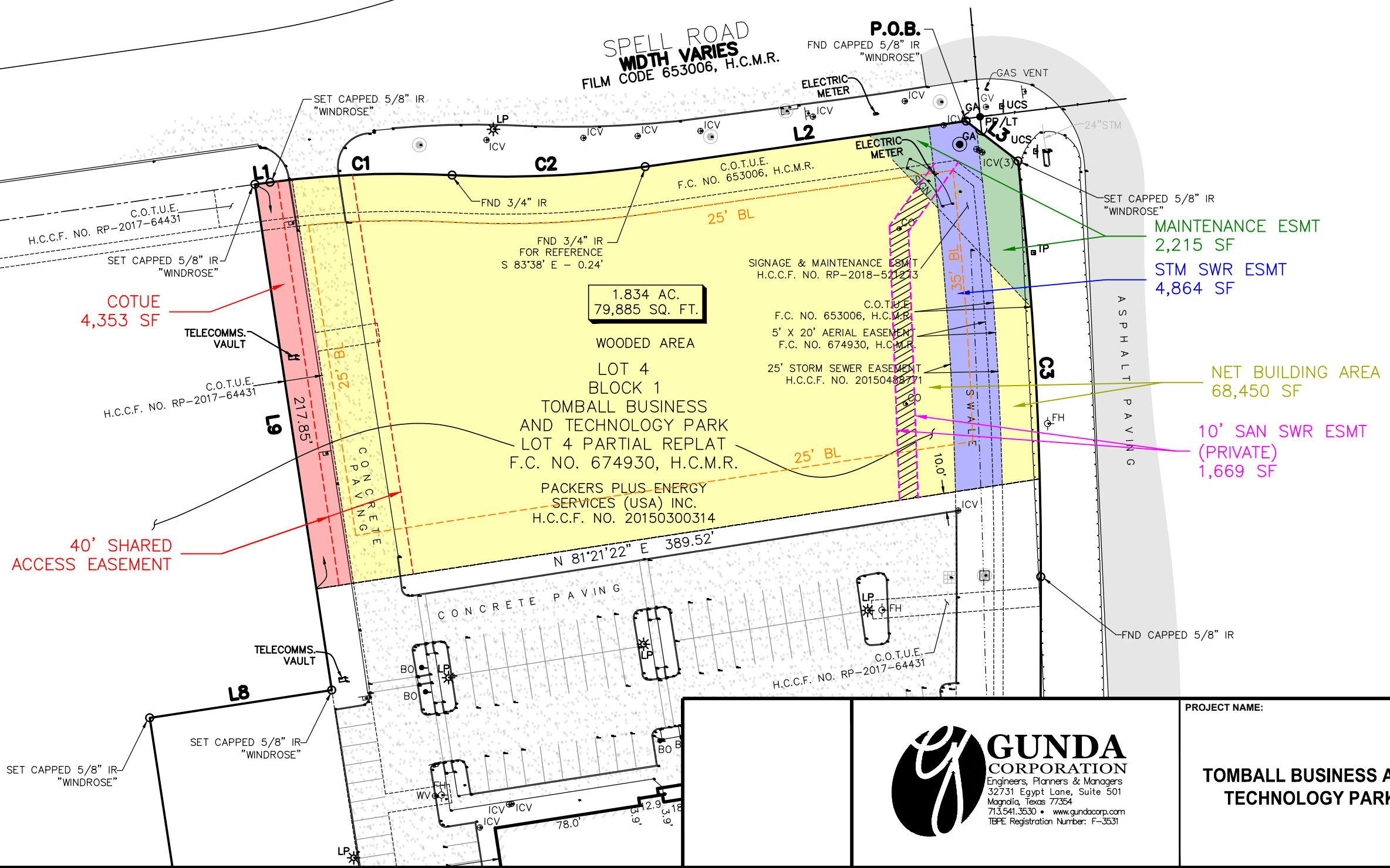
Staff Member-TEDC Date

Executive Director-TEDC Date



LOT 1
TOMBALL BUSINESS
AND TECHNOLOGY PARK
F.C. NO. 653006
H.C.M.R.

SPELL ROAD
WIDTH VARIES
FILM CODE 653006, H.C.M.R.



GUNDA CORPORATION
\\gunda-15\gunda\Projects\2002-00\TBD_Co-Op_Servtech_CAD\Water_Design_Plan\PACKERS PLUS Exhibit 12.dwg Feb 03, 2021 8:44am RPlanned



GUNDA
CORPORATION
Engineers, Planners & Managers
32731 Egypt Lane, Suite 501
Magnolia, Texas 77354
713.541.3530 • www.gundacorp.com
TBPE Registration Number: F-3531

PROJECT NAME: TOMBALL BUSINESS AND TECHNOLOGY PARK		SHEET TITLE: PACKERS PLUS LAND USE EXHIBIT	
GUNDA PROJ NO: 20002-00		SHEET NO: 1	
DATE: FEB, 2021			

ACCESS EASEMENT AGREEMENT

DATE: _____, 2021

GRANTOR: TOMBALL ECONOMIC DEVELOPMENT CORPORATION
401 W. Market Street
Tomball, Texas 77375

GRANTEE: PACKERS PLUS ENERGY SERVICES (USA) INC.
11415 Spell Road
Tomball, TX 77375

DOMINANT ESTATE PROPERTY:

All that certain tract or parcel of land, lying and brig situated in Harris County, Texas out of the Tomball Business and Technology Park Lot 4 Partial Replat, F.C. NO. 674930, H.C.M.R., containing ____ acres of land, more or less, being more fully described by metes and bounds on Exhibit "A" attached hereto and incorporated herein for all purposes pertinent. **(Owned by Grantee)**

PROPERTY SUBJECT TO EASEMENT:

All that certain tract or parcel of land, lying and brig situated in Harris County, Texas out of the Tomball Business and Technology Park Lot 4 Partial Replat, F.C. NO. 674930, H.C.M.R., containing ____ acres of land, more or less, being more fully described by metes and bounds on Exhibit "B" attached hereto and incorporated herein for all purposes pertinent. **(Owned by Grantor)**

EASEMENT PURPOSED: Providing free and uninterrupted vehicular and pedestrian ingress to and egress from the Dominate Estate Property to and from Spell Road, a public right of way in the City of Tomball, Harris County, Texas.

CONSIDERATION: Good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY: All valid and subsisting leases, easements, restrictions, rights-of-way, conditions, exceptions, reservations, or covenants of whatsoever nature of record, if any, in the office of the County Clerk of Harris County, Texas, and also all zoning laws and other restrictions, regulations, ordinances, and statutes of municipal and other governmental authorities applicable to and enforceable against the Property Subject to the Easement.

GRANT OF EASEMENT: Grantor, for the Consideration and Subject to the Reservations from and Exceptions to Conveyance and Warranty and the terns of this Access Easement Agreement, grants and conveys to Grantee and Grantee's heirs, executors, administrators, successors, and assigns an easement over, upon, and across that certain forty (40) foot wide strip of land out of the Property Subject to Easement, which forty (40) foot wide access easement is described by metes and bounds on Exhibit "C" attached hereto and incorporated herein for all purposes pertinent, for the Easement Purpose and for the benefit of the Dominant Estate Property, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and hold the Easement to Grantee and Grantee's heirs, executors, administrators, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or

ACCESS EASEMENT AGREEMENT

to claim the Easement or any part thereof, except as to the Reservations from and Exceptions to Conveyance and Warranty, to the extent that such claim arises by, through, or under Grantor but not otherwise.

TERMS AND CONDITIONS: The following terms and conditions apply to the Easement granted by this Access Easement Agreement (“Agreement”):

1. **Character of Easement.** The Easement is appurtenant to and runs with all or any portion of the Dominate Estate Property, whether or not the Easement is referenced or described in any conveyance or division of all or such portion of the Dominant Estate Property. The Easement is nonexclusive and irrevocable except as subject to the terms and conditions set forth herein. The Easement is for the benefit of Grantee and Grantee’s Heirs, executors, administrators, successors, and assigns who at any time own or hold any interest in the Dominant Estate Property or any subsequent division, part or parcel thereof (hereinafter collectively, as applicable, the “Holder”) during the Duration of Easement.
2. **Duration of Easement.** The Duration of the Easement is perpetual.
3. **Reservation of Rights.** Grantor reserves for Grantor and Grantor’s heirs, executors, administrators, successors, and assigns the right to continue to use and enjoy the surface of the Easement Property for ingress, egress, and access purposes and all other purposes that do not interfere with or interrupt the use or enjoyment of the Easement by Holder for the Easement Purpose. Grantor further reserves for Grantor and Grantor’s heirs, executors, administrators, successors, and assigns the right to use all or part of the Easement in conjunction with Holder, as long as such further conveyance is subject to the terms of this Agreement.
4. **Equitable Rights of Enforcement.** The Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.
5. **Improvement and Maintenance of Easement Property.** There currently exists a 24-foot wide 6” reinforced concrete driveway within the Easement Property. Maintenance of the existing driveway from time to time shall be split 75/25 responsibility of the then owners of the Dominate Estate, 75%, and the then owners of the Property Subject, 25%, to Easement.
6. **Attorney’s Fees.** If any Party retains an attorney to enforce this Agreement, the prevailing Parties at the time of trial are entitled to recover reasonable attorney’s fees and expenses.
7. **Binding Effect.** This Agreement binds and inures to the benefit of the Parties and Their respective heirs, executors, administrators, successors, and assigns.
8. **Choice of Law.** This Agreement will be construed under the laws of the State of Texas without regard to choice-of-law rules of any jurisdiction. Venue is in Harris County, Texas.
9. **Waiver of Default.** It is not a waiver of or consent to default if the non-defaulting Parties fail to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Agreement does not preclude pursuit of any other remedies in this Agreement or provided by law.
10. **Further Assurances.** Each signatory Party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform all of the terms, provisions, and conditions of this Agreement and all transactions contemplated by this Agreement.

ACCESS EASEMENT AGREEMENT

11. Indemnity. Each Party agrees to indemnify, defend, and hold the other Parties Harmless from any loss, attorney's fees, expenses, or claims attributable to breach or default of any provisions of this Agreement by the indemnifying Party.
12. Integration. This Agreement contains the complete agreement of the Parties and cannot be varied except by written agreement of the Parties. The Parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this agreement.
13. Legal Construction. If any provisions in this Agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the Parties, the unenforceability will not affect any other provisions hereof, and the Agreement will be construed as if the unenforceable provision has never been a part of the Agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the Parties by reason of authorship or origin of language.
14. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all signatory Parties has signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

EXECUTED this _____ day of _____, 2021.

GRANTOR: TOMBALL ECONOMIC DEVELOPMENT CORPORATION

By: _____

Printed Name: _____

Its: _____

GRANTEE: PACKERS PLUS ENERGY SERVICES (USA) INC.

By: _____

Printed Name: _____

Its: _____

ADDRESS OF GRANTOR:

Tomball Economic Development Corporation
 401 W. Market Street
 Tomball, Texas 77375
 Attn: Kelly Violette, Executive Director

Attachments: *Exhibit 'A' - **DOMINANT ESTATE PROPERTY**, Metes and Bounds with Exhibit*
*Exhibit 'B' - **PROPERTY SUBJECT TO EASEMENT**, Metes and Bounds with Exhibit*
*Exhibit 'C' - **40-FOOT WIDE ACCESS EASEMENT**, Metes and Bounds with Exhibit*

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared _____
 _____, known to me to be the person whose name is subscribed to the foregoing
 instrument, and acknowledged to me that he executed the same as the _____
 (Title) for _____, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the ___ day of _____
 _____, 2021.

 Notary Public in and for the State of Texas

My Commission Expires:

ACCESS EASEMENT AGREEMENT

ADDRESS OF GRANTEE:

Packers Plus Energy Services (USA) Inc.
 11415 Spell Road
 Tomball, TX 77375

Attachments: *Exhibit 'A' - **DOMINANT ESTATE PROPERTY**, Metes and Bounds with Exhibit*
*Exhibit 'B' - **PROPERTY SUBJECT TO EASEMENT**, Metes and Bounds with Exhibit*
*Exhibit 'C' – **40-FOOT WIDE ACCESS EASEMENT**, Metes and Bounds with Exhibit*

ACKNOWLEDGEMENT

THE STATE OF TEXAS §

§

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared _____
 _____, known to me to be the person whose name is subscribed to the foregoing
 instrument, and acknowledged to me that he executed the same as the _____
 (Title) for _____, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _day of _____
 _____, 2021.

 Notary Public in and for the State of Texas

My Commission Expires:

ACCESS EASEMENT AGREEMENT

PRIVATE SANITARY SEWER EASEMENT

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

Tomball Economic Development Corporation, an industrial development corporation created pursuant to Tex. Rev. Civ. Stat. Ann. Art. 5190.6, Section 48, now Chapter 505 of the Texas Local Government Code, located in Harris County, Texas, ("TEDC"), hereinafter referred to as "Grantor", for and in consideration of the growth, the requirements, and the benefits to accrue to the parties, and the receipt and sufficiency of such consideration being hereby acknowledged, HAS DEDICATED, GIVEN, GRANTED, AND CONVEYED and by these presents DOES HEREBY DEDICATE, GIVE, GRANT, AND CONVEY, unto Packers Plus Energy Services (USA), Inc., hereinafter referred to as "Grantee", its successors, assigns, and legal representatives, a joint and perpetual private ten foot (10') easement for **sanitary sewer** utility purposes, including the right to construct, operate, maintain, inspect, replace, and remove said private facilities, along, across, over, and under that certain tract or parcel of land in Harris County, Texas, described by metes and bounds in *Exhibits 'A'* attached hereto, and described by survey plat in *Exhibit 'B'* attached hereto, Exhibits being incorporated herein by this reference for all purposes.

The Grantee may do and perform all acts necessary to construct, operate, maintain, inspect, replace, and remove said private facilities along, across, over, and under said easement, and operate thereon all necessary machinery and equipment, and Grantee shall have the right to cut, trim, and remove trees, brush, or shrubbery, or weeds, or to remove improvements which may encroach upon, burden, or interfere with the easement herein granted. The Grantee shall also replace in kind or better any improvements by the Grantor that are disturbed during construction, operations, maintenance, inspection, replacement, and removal of said private facilities along, across, over, and under said easement. Grantor retains, reserves, and shall continue to enjoy the use of the surface of the easement area for any and all purposes which do not interfere with or prevent the use by Grantee of the easement, rights, and privileges granted herein, subject to all applicable laws and regulations of the State of Texas or its political subdivisions, including Grantee.

When the Grantor, develops Lot 4B of the Tomball Business and Technology Park (Legal Description) they may use said easement and sanitary sewer utility or relocate said easement, with coordination of Grantee, to a new ten (10) foot joint and perpetual easement. The Grantor will be responsible for all expenses related to the relocation and construction of existing sanitary sewer in-kind or better.

Improvement and Maintenance of Easement. There is currently a 6" PVC sanitary sewer line with the Easement. Maintenance of the existing sanitary sewer line from time to time shall be the responsibility of the Grantee until the Grantor connects to the line. Once the Grantor establishes a connection point, all maintenance upstream of the connection point shall be the Grantees, but downstream of the connection point will be joint responsibility (50/50) of the then owners. Should it be determined that the maintenance is a result of the Grantor or Grantee usage, then the responsible party will be responsible for all maintenance costs at the time of occurrence.

The easement and the rights and privileges herein granted shall be perpetual and joint between the Grantor and Grantee, subject to any and all agreements, and easements, previously conveyed, if any, relating to the hereinabove described property, but only to the extent they are still in effect and shown of record in the Harris County Real Property Records. Grantor covenants that Grantor will not convey any other easement, or any other right, within or conflicting with the area of the easement herein granted. This instrument shall be binding upon the successors, assigns, legal representatives, heirs, executors, and administrators of both the Grantor and the Grantee.

TO HAVE AND TO HOLD the above described easement unto the said Grantee, its successors, assigns, and legal representatives, and Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, successors, and assigns to Grantee and its successors, assigns, and legal representatives, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this ____ day of _____, 2021.

GRANTOR: TOMBALL ECONOMIC DEVELOPMENT CORPORATION

By: _____

Printed Name: _____

Its: _____

GRANTEE: PACKERS PLUS ENERGY SERVICES

By: _____

Printed Name: _____

Its: _____

DRAFT

ADDRESS OF GRANTOR:

Tomball Economic Development Corporation
 401 W. Market Street
 Tomball, Texas 77375
 Attn: Kelly Violette, Executive Director

Attachments: *Exhibit 'A' - 10' Easement for **Private Sanitary Sewer** Utility Purposes, Metes and Bounds*

*Exhibit 'B' - 10' Easement for **Private Sanitary Sewer** Utility Purposes, Survey Plat*

ACKNOWLEDGEMENT

THE STATE OF TEXAS

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COUNTY OF HARRIS

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BEFORE ME, the undersigned authority, on this day personally appeared _____
 _____, known to me to be the person whose name is subscribed to the
 foregoing instrument, and acknowledged to me that he executed the same as the _____
 (Title) for _____, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the ___ day of _____
 _____, 2021.

 Notary Public in and for the State of Texas

My Commission Expires:

ADDRESS OF GRANTEE:

Packers Plus Energy Services (USA) Inc.
 11415 Spell Road
 Tomball, TX 77375

Attachments: *Exhibit 'A' - 10' Easement for **Private Sanitary Sewer** Utility Purposes, Metes and Bounds*

*Exhibit 'B' - 10' Easement for **Private Sanitary Sewer** Utility Purposes, Survey Plat*

ACKNOWLEDGEMENT

THE STATE OF TEXAS

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COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the _____ (Title) for _____, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the ____ day of _____, 2021.

 Notary Public in and for the State of Texas

My Commission Expires:

Special Joint Agenda Item Data Sheet

Meeting Date: March 9, 2021

Topic:

Consideration and possible action by Tomball EDC to approve a request by Century Hydraulics, LLC for a one-year extension of time in order to complete the expansion of an office/warehouse facility located at 23706 Snook Lane, Tomball, Texas 77375.

Background:

At its May 14, 2019 Regular Board Meeting, the TEDC Board of Directors approved a performance agreement with Century Hydraulics, LLC for assistance with the expansion of its office/warehouse facility located at 23706 Snook Lane, Tomball, Texas 77375. The approved incentive is \$44,543.00.

The effective date of the original agreement was July 21, 2019, which was sixty (60) days after the first published notice of the Project, with an expiration date of January 22, 2021.

Joel Christensen, President of Century Hydraulics, LLC has submitted a request for a one-year time extension of the performance agreement. According to Mr. Christensen, the additional 7,500 square foot building has been completed and they are currently occupying the space. The time extension is needed in order to hire additional employees and meet the job requirements set forth in the agreement.

Origination: Joel Christensen, President, Century Hydraulics, LLC

Recommendation: Approval of the time extension as presented above.

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

March 3, 2021

Tomball Economic Development Corporation
29201 Quinn Rd, Suite B
Tomball, Texas 77375

Re: Funding Extension

I would like to request an extension for our funding. I am working diligently to re-organize my staff and business plan.

Currently, I am asking the board to be generous and give me the extension I need. I look forward to helping give local people job opportunities to aid in the growth of Century.

Thank you,



Joel Christensen
Owner

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 **Century Hydraulics LLC**. (the "Company"), 23706 Snook Lane, Tomball, Texas 77375.

WITNESSETH:

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

WHEREAS, the Company proposes to expand its current operations on a 2.1-acre tract of land within the City, located at 23706 Snook 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 expend Six Hundred Twenty-Three Thousand, Nine Hundred Seventy-One dollars (\$623,971.00) to construct a 7,500 square foot office/warehouse facility and make other capital improvements (the "Improvements") as are necessary; and

WHEREAS, the Company also proposes to maintain the current nine (9) jobs at the Property and create five (5) new employment positions at the Property in conjunction with the expansion of its business operations at the Property; and

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 $\frac{1}{2}\%$ 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 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 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
 401 W. Market Street
 Tomball, Texas 77375
 Attn: President, Board of Directors

If to Company: Century Hydraulics LLC.
 23706 Snook Lane,
 Tomball, Texas 77375
 Attn: Joel Christensen, 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.

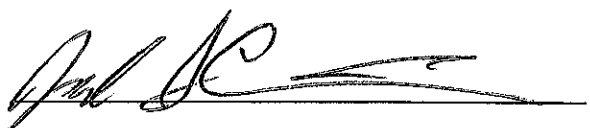
13.

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

21 day of July 2019 (the "Effective Date").

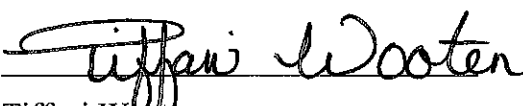
CENTURY HYDRAULICS LLC.

By: 

Name: Joel Christensen

Title: President

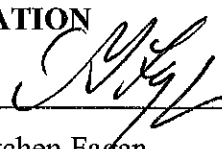
ATTEST:

By: 

Name: Tiffani Wooten

Title: Assistant Director

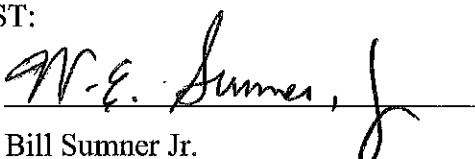
**TOMBALL ECONOMIC DEVELOPMENT
CORPORATION**

By: 

Name: Gretchen Fagan

Title: President, Board of Directors

ATTEST:

By: 

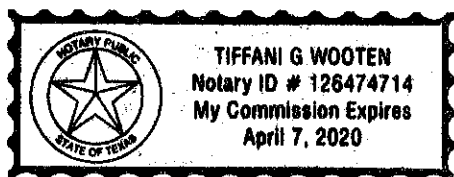
Name: Bill Sumner Jr.

Title: Secretary, Board of Directors

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

This instrument was acknowledged before me on the 23 day of July 2019, by Joel Christensen, President of Century Hydraulics LLC, for and on behalf of said company.



Tiffani Wooten
 Notary Public in and for the State of Texas

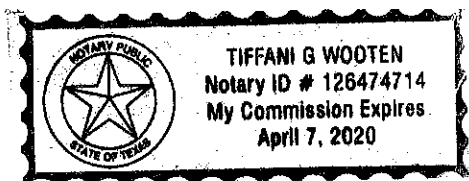
My Commission Expires: April 7, 2020

(SEAL)

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

This instrument was acknowledged before me on the 14 day of May 2019, by Gretchen Fagan, President of the Board of Directors of the Tomball Economic Development Corporation, for and on behalf of said Corporation.



Tiffani Wooten
 Notary Public in and for the State of Texas

My Commission Expires: April 7, 2020

(SEAL)

Exhibit A

Legal Description of Property

A tract of land containing 2.161 acres out of the Jesse Pruitt Survey, A-629, Harris County, Texas, and being more particularly described by the following metes and bounds description:

Being a 2.161 acre tract of land, situated in the Jesse Pruitt Survey, Abstract Number 629, of Harris County, Texas, and containing all of a called 0.1538 acre tract described in deed recorded in Clerk's File Number Z-499527, of the Real Property Records of Harris County, Texas, together with all of a called 2.0071 acre tract described in deed recorded in Clerk's File Number Z-499528, of said Real Property Records; said 2.161 acres being more particularly described as follows, with all bearings based on the recorded deed;

BEGINNING at a 1/2 inch iron pipe, found for the Northeast corner of the herein described tract, common with the Northeast corner of the 2.0071 acre tract and the Southeast corner of the 2.166 acre tract described in deed recorded in Volume 2068, Page 386, of the Deed Records of Harris County, Texas, same being in the West line of a called 5.1420 acre tract, described in deed recorded in Clerk's File Number G908192, of said Real Property Records, and proceeding;

THENCE S 00 deg. 58 min. 28 sec. E, a distance of 139.22 feet (Deed - S 00 deg. 22 min. 15 sec. E, 139.09 feet) along the East line of the herein described tract, common with the East line of 2.0071 acre tract and the West line of the 5.1420 acre tract, to a 5/8 inch iron rod, found for the Southeast corner of the herein described tract, common with the Southeast corner of the 2.007 acre tract and the Northeast corner of a called 2.1699 acre tract of land, no deed of record found;

THENCE S 89 deg. 04 min. 00 sec. W, a distance of 677.73 feet, along the South line of the herein described tract common with the lower South line of the 2.0071 acre tract, the South line of the 0.1538 acre tract, and the North line of the 2.1699 acre tract to a 5/8 inch iron rod, found for the Southwest corner of the herein described tract, common with the Southwest corner of the 0.1538 acre tract and the Northwest corner of the 2.1699 acre tract, same being in the East right-of-way line of Snook Lane, 60 feet wide;

THENCE N 00 deg. 01 min. W (Deed - N 00 deg. 01 min. 30 sec. W), a distance of 139.10 feet, along the West line of the herein described tract, common with the West line of the 0.1538 acre tract, the upper West line of the 2.0071 acre tract, and the East right-of-way line of Snook Lane, to an iron rod with survey cap, set for the Northwest corner of the herein described tract, common with the Northwest corner of the 2.0071 acre tract and the Southwest corner of a called 70' x 200' tract described in deed recorded in Clerk's File Number P682597, of said Real Property Records;

THENCE N 89 deg. 03 min. 19 sec. E, a distance of 675.41 feet (Deed - N. 89 deg. 04 min. 00 sec. E, 676.35 feet), along the North line of the herein described tract, common with the North line of the 2.0071 acre tract, the South line of the 70 x 200' tract and the lower South line of the 2.166 acre tract, back to the POINT OF BEGINNING and containing 2.161 acres of land as computed based on the Survey and plat prepared by C & C Surveying, Inc., dated September 19, 2007.

Special Joint Agenda Item Data Sheet

Meeting Date: March 9, 2021

Topic:

TEDC Quarterly update on 2020-2021 Strategic Work Plan.

Background:

Origination: Kelly Violette, Executive Director

Recommendation: Presentation item only.

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

FUNDING (IF APPLICABLE)

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

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

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

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



2020-2021 STRATEGIC PLAN: QUARTERLY UPDATE

GOAL 1: BUSINESS RETENTION & EXPANSION (BRE)

TO CONTINUALLY ENGAGE AND ASSIST IN THE SUCCESS OF TOMBALL BUSINESSES.

1. Conduct 12 BRE on-site or virtual visits per quarter.
2. Conduct an annual online business survey to identify and manage business needs.
3. Assist Tomball companies that have been impacted by COVID-19.
 - a. Identify business that have successfully pivoted during COVID-19 and share their success stories.
 - b. Continually update the Tomball together website and promote it as a primary resource for business recovery.
4. Produce programming that meets the needs of the existing business owners.
 - a. Host a business information resource forum/event for existing business owners.
 - b. Host quarterly Business Roundtable meetings to connect local business owners and further develop relationships.
 - c. Intentionally celebrate Tomball's legacy businesses and milestone anniversary dates.
 - d. Expand the Economic Outlook Luncheon.
5. Acquire customer relationship management (CRM) software and develop a comprehensive database.

STATUS/UPDATES

- Six site visits have been conducted with the necessary follow up from each visit.
- Four Success Stories have been added to the New TEDC Website. These will be updated quarterly.
- A business survey is being drafted and will be sent out in Q2.
- Staff continues to update the Tomball Together Website with pertinent information.
- Staff has researched and previewed several CRM software platforms.
- Most industry events are postponed or being held virtually due to COVID-19.

GOAL 2: ATTRACTION AND RECRUITMENT

RECRUIT AND SECURE NEW BUSINESSES/INDUSTRY THAT ARE SUITABLE FOR TOMBALL.

1. Use Target Industry Analysis (TIA) to market to industries and companies included in targets.
2. Develop marketing and branding materials that respond to key information needs of site selectors and appeal to industries identified in TIA.
3. Attend trade shows and industry events that provide opportunities to market to key industry decision makers.
4. Continue developing and maintaining relationships with businesses, site selectors, brokers, and developers.
5. Explore opportunities and partnerships that support the creation of a business innovation center.
6. To have 95% of available Business & Technology Park property sold or under contract.
7. Secure an occupant for the vacant South Live Oak Business Park Building.

STATUS/UPDATES

- Target Industry Analysis (TIA) is complete. One-page Targeted Segment Marketing pieces have been produced and are being utilized.

- All print and online marketing efforts have been updated to market to key industry decision makers.
- Staff has continued to work with The Retail Coach to assist with developer/retail recruitment. A prospect list has been developed and prospect outreach is ongoing.
- Most industry events are postponed or being held virtually due to COVID-19.
- TEDC repurchased 10 acres from Packers Plus Energy Services in December 2020 and is under contract to repurchase an additional 1.8 acres.
- 65% of TBTP property is sold (pending contract will bring total to 69%).
- The TEDC approved an agreement with Method Architecture for conceptual design services for the Live Oak Business Park site. Master planning and concept design is currently underway.

GOAL 3: DEVELOPMENT/REDEVELOPMENT OF OLD TOWN

TO ENCOURAGE QUALITY INVESTMENT IN TOMBALL'S OLD TOWN

1. Partner with the City of Tomball on targeted infrastructure improvements (alleyways, parking, wayfinding, etc.) that enhance Old Town's tourism readiness and experience.
2. Invest in strategic anchor projects that have the potential to catalyze development in Old Town.
3. Continue to promote improvement grants and explore additional ways to encourage upgrades to properties.
4. Research Case Studies of successful Texas downtown revitalization efforts and develop strategy recommendations.
5. Work with Old Town property owners to market available properties and investment opportunities.
6. Partner with the Tomball Chamber to design and execute a Shop Local initiative, perhaps leveraging #TomballTogether branding.

STATUS/UPDATES

- Staff and Board of Directors have met with Tomball City Council to review and consider alleyway improvements.
- Staff has met with Method Architecture to begin the process of master planning the South Live Oak Business Park.

- Staff continues to partner with GTACC and Tomball Business and Professional Women to plan and host the next 10 Days of Tomball Together event. (April – May time frame is being discussed)
 - Staff is designing street light banner poles for the Old Town area to encourage the shop local initiative.
 - Digital Marketing Campaigns have been updated and continue to promote the Business Improvement and the Façade Improvement Grant Programs.
-

GOAL 4: INNOVATION AND ENTREPRENEURSHIP

TO CREATE INNOVATIVE SOLUTIONS TO SUPPORT EMERGING ENTREPRENEURS

1. Evaluate the feasibility of creating a culinary incubator space:
 - a. Consider incorporation of a food hall concept.
 - b. Continue partnership discussions with the Farmer's Market Association, Lone Star College – Tomball and Tomball ISD.
 - c. Consider a small business services component that houses co-working space, meeting rooms, etc.
 2. Create a Tomball Entrepreneurship Training Workshop Series to assist new and existing small business owners.
 3. Continue to explore creative coworking spaces to assist emerging entrepreneurs.
-

STATUS/UPDATES

- Feasibility Study is currently on hold due to COVID 19 impacts on the hospitality industry.
- Staff is reviewing training programs and workshop topics to assist new and existing small business owners.
- Coworking spaces are being researched and discussed with area partners.

GOAL 5: EDUCATION AND WORKFORCE DEVELOPMENT

PARTNER WITH TOMBALL ISD, LONE STAR COLLEGE-TOMBALL, CITY OF TOMBALL, GREATER TOMBALL AREA CHAMBER OF COMMERCE, AND LOCAL INDUSTRIES TO FURTHER DEVELOP YOUTH WORKFORCE INITIATIVES

1. Research and evaluate workforce programs and partner with local organizations to define areas of interest.
2. Enhance existing STEAM initiative to include multiple businesses and industry partners.
3. Continue to work with TISD and LSC-Tomball to support job and career fairs.

STATUS/UPDATES

- Staff continues to work with our allies to develop and promote workforce programs that will help connect people to the training they need. Virtual and in-person programs are being discussed.

Special Joint Agenda Item Data Sheet

Meeting Date: March 9, 2021

Topic:

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

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

Background:

Origination: Kelly Violette, Executive Director

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

Special Joint Agenda Item Data Sheet

Meeting Date: March 9, 2021

Topic:

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

Background:

Origination: Kelly Violette, Executive Director

Recommendation:

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

FUNDING (IF APPLICABLE)

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

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

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

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