

**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
- 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*

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

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

E. Reports and Announcements

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

F. Approval of Minutes

2. Special Joint Tomball EDC and Tomball B&TP POA Meeting of November 10, 2020
3. Special Tomball EDC Meeting of December 10, 2020

G. New Business

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

6. Consideration and possible action by Tomball EDC 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

7. Consideration and possible action by Tomball EDC 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.
8. 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 551.074, - To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, to wit: the Executive Director.

9. 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 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: January 12, 2021

Topic:

Engineer update on Persimmon Road/Medical Complex Drive Extension Project

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: January 12, 2021

Topic:

- Special Joint Tomball EDC and Tomball B&TP POA Meeting of November 10, 2020

Background:

Origination: Kelly Violette, Executive Director

Recommendation:

Approval of the Minutes for the Meeting of November 10, 2020

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

FUNDING (IF APPLICABLE)

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

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

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

Signed _____

Staff Member-TEDC

Date

Approved by _____

Executive Director-TEDC

Date

MINUTES

**CITY OF TOMBALL, TEXAS
TOMBALL ECONOMIC DEVELOPMENT CORPORATION
AND
THE TOMBALL B&TP PROPERTY OWNERS ASSOCIATION INC.**

TUESDAY, NOVEMBER 10, 2020

**SPECIAL JOINT BOARD MEETING
MUNICIPAL BUILDING (CITY HALL), COUNCIL CHAMBERS
401 MARKET STREET, TOMBALL, TEXAS**

5:30 P.M.

1.0 Call to Order

The meeting was called to order at 5:34 p.m. by President Gretchen Fagan.

- Invocation was given by Board Member Degges.
- Pledges to the U.S. and Texas flags were led by Executive Director Kelly Violette

Roll Call and Certification of a Quorum

Members Present:

Gretchen Fagan
Steven Vaughan
Bill Sumner
Richard Bruce
Clete Jaeger
Chad Degges

Members Absent:

Will Benson

Others Present:

Kelly Violette, TEDC Executive Director
Tiffani Wooten, TEDC Assistant Director
Tori Gleason, TEDC Administrative Assistant
Glenn Windsor, Finance Director, City of Tomball
Kyle Bertrand, Sr. Project Manager, Gunda Corporation
Tom Condon, Senior Vice President, Colliers International
Chris Juergen, CCJ Collaborations
William E. Sumner, III, General Manager, Houston Poly Bag I, Ltd.

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Aaron Farmer, President, The Retail Coach
 Bruce Hillegeist, President, GTACC
 Beth Jones, Public Works Director, City of Tomball (via Zoom)
 Keila Garcia, Olson and Olson (via Zoom)
 David Esquivel, Assistant City Manager, City of Tomball (via Zoom)
 Warren Buehler, FirstService Residential (via Zoom)
 Larry Duke, CEO, INVACOR Solutions, LLC (via Zoom)
 Kaela Olson, Olson and Olson (via Zoom)
 Paul Wedding, HCN (via Zoom)
 Desiree Adair (via Zoom)

Consideration/Adoption of the Agenda

Motion was made by Board Member Bruce, seconded by Board Member Sumner, to adopt the agenda as presented. President Fagan called for the vote.

The motion carried unanimously.

2.0 Public Comments and Receipt of Petitions

No comments were given.

3.0 Reports and Announcements

Kelly Violette provided an update on Tomball Business and Technology Park - Budget Tracking.

Kyle Bertrand, Gunda Corporation, provided an update on the Persimmon Road/Medical Complex Drive Extension.

Tiffani Wooten provided updates on:

- International Economic Development Council (IEDC) – Bronze Excellence in Economic Development Awards: 2019 Annual Report; Business Improvement Grant Program; Science, Technology, Engineering, Arts, and Mathematics (STEAM) Camp; Tomball Together Website
- T. Gleason acceptance into Leadership North Houston – Class XXVI
- 10 Days of Tomball Together Event in partnership with the Greater Tomball Area Chamber of Commerce and Tomball Business and Professional Women
- K. Violette and T. Wooten Graduates of the Advanced Economic Development Leadership Program

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Tomball Economic Development Corporation and
Tomball B&TP POA
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4.0 Approval of the TEDC Minutes

- Special Joint Tomball EDC and Tomball B&TP POA Meeting of August 11, 2020
- Special Joint Tomball EDC & Tomball City Council Meeting of August 17, 2020
- Special Joint Tomball EDC & Tomball City Council Meeting of September 21, 2020

Motion was made by Board Member Bruce, seconded by Board Member Sumner, to approve the minutes as presented above. President Fagan called for the vote.

The motion carried unanimously.

5.0 New Businesses:

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

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

This was a presentation item only; no Board action was required.

5.2 Presentation by Aaron Farmer, President, The Retail Coach, regarding the Retail Market in Tomball.

Aaron Farmer provided an overview of the Retail Market Assessment.

This was a presentation item only; no Board action was required.

5.3 Consideration and possible action by Tomball EDC to approve, as a Project of the Corporation, an agreement with the City of Tomball to make direct incentives to, or expenditures for, improvements to Jerry Matheson Park located at 1240 Ulrich Rd., Tomball, Texas 77375. The estimated amount of expenditures for such Project is \$300,000.00.

Kelly Violette provided an overview and introduced Beth Jones, Director of Public Works, City of Tomball.

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- Public Hearing

President Fagan opened the public hearing at 6:37 p.m. No public comments were received. The public hearing was closed at 6:37 p.m.

Motion was made by Board Member Bruce, seconded by Board Member Vaughan to approve an agreement with the City of Tomball presented above in an amount not to exceed \$300,000.00. President Fagan called for the vote.

The motion carried unanimously.

5.4 Consideration and possible action by Tomball EDC to approve, as a Project of the Corporation, an agreement with INVACOR Solutions, LLC to make direct incentives to, or expenditures for, the creation or retention of primary jobs associated with the relocation of its corporate headquarters to be located at BJ Services Campus, 11211 FM 2920, Tomball, Texas 77375. The estimated amount of expenditures for such Project is \$108,000.00.

Kelly Violette provided an overview and introduced Larry Duke, CEO, INVACOR Solutions, LLC.

- Public Hearing

President Fagan opened the public hearing at 6:44 p.m. No public comments were received. The public hearing was closed at 6:45 p.m.

Motion was made by Board Member Vaughan, seconded by Board Member Degges to approve an agreement with INVACOR Solutions, LLC as presented above in an amount not to exceed \$108,000.00. President Fagan called for the vote.

The motion carried unanimously.

5.5 Consideration and possible action by Tomball EDC to approve, as a Project of the Corporation, an agreement with Houston Poly Bag I, Ltd. 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 BJ Services Campus, 11211 FM 2920, Tomball, Texas 77375. The estimated amount of expenditures for such Project is \$18,000.00.

Tiffani Wooten provided an overview and introduced Wes Sumner, General Manager, Houston Poly Bag I, Ltd.

- Public Hearing

President Fagan opened the public hearing at 6:52 p.m. No public comments were received. The public hearing was closed at 6:52 p.m.

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Board Member Sumner signed an Affidavit of Conflict of Interest and abstained from voting on this item.

Motion was made by Board Member Degges, seconded by Board Member Bruce to approve an agreement with Houston Poly Bag I, Ltd. as presented above in an amount not to exceed \$18,000.00. President Fagan called for the vote.

The motion carried unanimously.

5.6 Consideration and possible action by Tomball EDC to approve, a Resolution of which the caption reads: "A RESOLUTION OF THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION PROVIDING THE TIME AND PLACE OF THE REGULAR MEETINGS OF THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION IN THE CITY OF TOMBALL, TEXAS FOR THE YEAR 2021."

Kelly Violette provided an overview of the time and dates for the TEDC 2021 Regular Board Meetings.

Motion was made by Board Member Bruce, seconded by Board Member Vaughan to approve a Resolution of which the caption reads: "A RESOLUTION OF THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION PROVIDING THE TIME AND PLACE OF THE REGULAR MEETINGS OF THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION IN THE CITY OF TOMBALL, TEXAS FOR THE YEAR 2021" as presented above. President Fagan called for the vote.

The motion carried unanimously.

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

Kelly Violette provided an overview of the Commercial Real Estate Listing Agreement with Colliers International.

Motion was made by Board Member Degges, seconded by Board Member Sumner to approve an amendment to the Commercial Real Estate Listing Agreement with Colliers International for the sale of EDC owned property in the Tomball Business & Technology Park. President Fagan called for the vote.

The motion carried unanimously.

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

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Kelly Violette provided an overview of the Exclusive Representation Agreement with Colliers International.

Motion was made by Board Member Bruce, seconded by Board Member Degges to approve an Exclusive Representation Agreement with Colliers International as presented above. President Fagan called for the vote.

The motion carried unanimously.

5.9 TEDC Quarterly update on 2020-2021 Strategic Work Plan.

Kelly Violette provided an update on the 2020-2021 Strategic Work Plan.

This was a presentation item only; no Board action was required.

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

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

President Fagan Convened into Executive Session at 7:08 p.m.

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

Reconvened into regular session at 8:06 p.m.; no Board action was taken.

6.0 Adjournment

Motion was made by Board Member Sumner, second by Board Member Vaughan, to adjourn. President Fagan called for the vote.

The motion carried unanimously. The meeting was adjourned at 8:06 p.m.

PASSED AND APPROVED this 12th day January of 2021.

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President, Tomball EDC Board

Secretary, Tomball EDC Board

Special Joint Agenda Item Data Sheet

Meeting Date: January 12, 2021

Topic:

- Special Tomball EDC Meeting of December 10, 2020

Background:

Origination: Kelly Violette, Executive Director

Recommendation:

Approval of the Minutes for the Meeting of December 10, 2020

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

FUNDING (IF APPLICABLE)

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

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

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

Signed _____

Staff Member-TEDC

Date

Approved by _____

Executive Director-TEDC

Date

MINUTES

**CITY OF TOMBALL, TEXAS
TOMBALL ECONOMIC DEVELOPMENT CORPORATION
SPECIAL BOARD MEETING**

THURSDAY, DECEMBER 10, 2020

**MUNICIPAL BUILDING (CITY HALL), COUNCIL CHAMBERS
401 MARKET STREET, TOMBALL, TEXAS**

5:30 P.M.

1.0 Call to Order

The meeting was called to order at 5:33 p.m. by President Gretchen Fagan.

Roll Call and Certification of a Quorum

Members Present:

Gretchen Fagan
Steven Vaughan
Richard Bruce
Chad Degges
Bill Sumner

Members Absent:

Clete Jaeger
Will Benson

Others Present:

Kelly Violette, TEDC Executive Director
Tiffani Wooten, TEDC Assistant Director
Tom Condon, Colliers International
Kyle Bertrand, Gunda Corporation
Brian Northway, Power Now LLC
John Tagger, Power Now LLC

2.0 Public Comments and Receipt of Petitions

No comments were given.

3.0 New Business:

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- 3.1 Consideration and possible action to approve, as a Project of the Corporation, an agreement with Power Now LLC to make direct incentives to, or expenditures for, the creation or retention of primary jobs associated with the relocation of its corporate headquarters to be located at 215 South Persimmon Street, Tomball, Texas 77375. The estimated amount of expenditures for such Project is \$45,000.00.**

Kelly Violette provided an overview and introduced Brian Northway and John Tagger, Power Now LLC.

- Public Hearing

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

Motion was made by Board Member Degges, seconded by Board Member Bruce to approve an agreement with Power Now LLC as presented above in an amount not to exceed \$45,000.00. President Fagan called for the vote.

The motion carried unanimously.

- 3.2 Consideration and possible action to approve the expenditure of funds and the execution of contracts and documentation by the EDC Executive Director to acquire approximately 10 acres in the Tomball Business & Technology Park, generally located at the southeast corner of Spell Road and South Persimmon Street, Tomball, Texas 77375.**

Kelly Violette provided an overview.

Motion was made by Board Member Bruce, seconded by Board Member Sumner to approve the expenditure of funds and the execution of contracts and documentation by the EDC Executive Director as presented above. President Fagan called for the vote.

The motion carried unanimously.

- 3.3 Consideration and possible action to authorize capital improvements and repairs at the South Live Oak Business Park (202-204 South Live Oak Street, Tomball, Texas 77375) in an amount not to exceed \$150,000.00 and authorize the execution of contracts and documentation by the EDC Executive Director.**

Kelly Violette provided an overview.

Motion was made by Board Member Vaughan, seconded by Board Member Sumner to authorize capital improvements and repairs at the South Live Oak Business Park in an amount not to exceed \$150,000.00 and authorize the execution of contracts and documentation by the EDC Director as presented above. President Fagan called for the vote.

The motion carried unanimously.

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3.4 EXECUTIVE SESSION: The Board determined that it was not necessary to meet in Executive Session as Authorized by Title 5, Chapter 551, Government Code, the Texas Open Meetings Act, for the Following Purpose(s):

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

President Fagan convened into Executive Session at 5:24 p.m.

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

Reconvened into regular session at 6:29 p.m.; no Board action was taken

4.0 “Adjournment”

Motion was made by Board Member Bruce, seconded by Board Member Sumner, to adjourn. President Fagan called for the vote.

The motion carried unanimously. The meeting was adjourned at 6:29 p.m.

PASSED AND APPROVED this 12th day January of 2021.

 President, Tomball EDC Board

 Secretary, Tomball EDC Board

Special Joint Agenda Item Data Sheet

Meeting Date: January 12, 2021

Topic:

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

Background:

Origination: Warren Buehler, FirstService Residential

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: January 12, 2021

Topic:

Consideration and possible action by Tomball EDC 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

Background:

Kinsley Armelle is a family-owned e-commerce custom jewelry manufacturer that was founded in 2016. Kinsley Armelle's corporate headquarters is currently located at 20008 Champion Forest Dr., Ste 602 in Spring, Texas.

Per the attached request letter, Steven Habel, Founder and Managing Member of Kinsley Armelle, the company proposes to relocate its corporate headquarters to an approximately 25,200 square foot office/warehouse facility located at 21255 Spell Circle in the Tomball Busines & Technology Park. The company proposes to lease the building and plans to expend approximately \$400,000.00 in capital improvements.

In conjunction with the relocation, Kinsley Armelle will relocate 16 employees to Tomball and anticipates adding an additional 14 new jobs over the next 2 years.

An economic impact analysis is included with the agreement to show the impact of this project on Tomball's economy. The proposed incentive is \$45,000.00, based upon \$1,500.00 per job relocated/created.

Origination: Steven Habel, Founder, Kinsley Armelle

Recommendation:

Staff recommends approval of the proposed Performance Agreement with Kinsley Armelle.

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

FUNDING (IF APPLICABLE)

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

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

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

Signed

Staff Member-TEDC

Date

Approved by

Executive Director-TEDC

Date

KINSLEY ARMELLE



20008 Champion Forest Dr. Ste 602
Spring, TX 77379
(303) 961-4660
steven@kinsleyarmelle.com

January 05, 2021

Dear TEDC Board of Directors,

Our company, Kinsley Armelle, is relocating its Headquarters from Spring, TX to 21255 Spell Cir, Tomball, TX. We will be bringing 16 full time employees and intend to hire an additional 14 employees within the next two years. We will be investing \$400,000 in capital to streamline our operations in the new facility. Please accept this letter as our formal request for grant support.

So, let me tell you about us:

Kinsley Armelle is a family-owned and operated Jewelry Brand that was founded in 2016 by husband and wife team Crystal and Steven Habel. What started as a small Etsy shop with Crystal designing and hand-making each piece, Kinsley Armelle has grown in 5 years to a global brand with over 200,000 customers. We originally started the business in the spare bedroom of our home in Tomball, TX; so, in many ways Kinsley Armelle is coming back home!

Our success lies in our continual desire to source high quality materials and sell them at an affordable price point. Semi-precious stones, Stainless steel, and 18k Gold Ion Plated jewelry lends itself to notorious markups and an inconsistent marketplace. We have filled a niche that allows our customers to have faith purchasing “everyday” jewelry that will last, and they don’t have to wait for special occasions to make a purchase. Kinsley Armelle jewelry designs won’t tarnish, fade, or discolor with time. Many of our collectors rave their pieces are the same quality as they were years ago when they first purchased.

KINSLEY ARMELLE



Our amazing team consists of Content Marketing Specialists, Customer Service Representatives, Javascript Developers, Graphic Designers, Specialty Account Managers, Order Fulfillment Specialists, and more. We all wear a variety of hats being a “start up” company and we’re constantly adopting new technologies to stay ahead of the curve.

We have recently moved into bulk mail marketing, which consists of sending over 1 Million Catalogs per year to our active customers. We’re utilizing QR Codes and other incredible technology to pair customers with new products they’re actually interested in, using statistics. Many exciting changes are happening in the world with technology, and we want to continue to forge ahead and use those changes to capitalize on and grow Kinsley Armelle.

When we discovered Tomball, TX in 2014, shortly after graduating from Texas A&M University, Crystal and I truly felt it was where we belonged; it was home. Small-town hospitality, farmers markets, and the “Shop Small” vibes provide something special. As the big city Houston moves further out and closer to these hidden gems like Tomball, it’s important to not lose these special traits. This is how we like to think of Kinsley Armelle too. Even though we continue to grow bigger, we will not forget about our roots.

Thank you for your consideration,

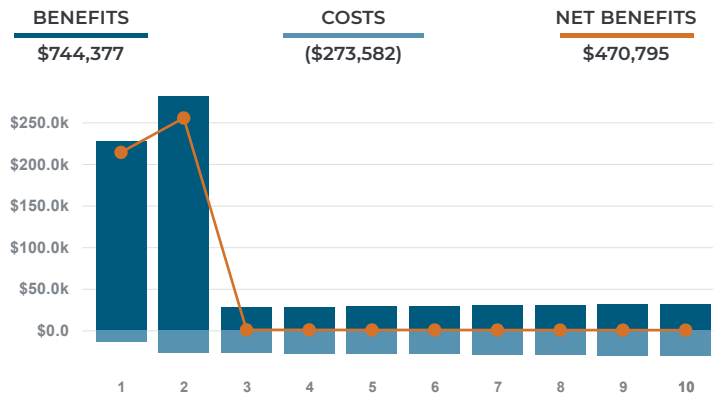
A handwritten signature in black ink, appearing to read "S. Habel". The signature is stylized with a large, sweeping initial "S" and a series of connected loops for the rest of the name.

Steven Habel

Founder, Managing Member

Recruitment

City of Tomball



NET BENEFITS **\$470,795**
Present Value \$436,445

BENEFITS	
Sales Taxes	\$464,143
Real Property Taxes	\$9,143
FF&E Property Taxes	\$2,834
Inventory Property Taxes	\$3,449
New Residential Property Taxes	\$1,638
Hotel Occupancy Taxes	\$177
Building Permits and Fees	\$0
Utility Revenue	\$189,427
Utility Franchise Fees	\$17,942
Miscellaneous Taxes and User Fees	\$55,624
Benefits Subtotal	\$744,377

COSTS	
Cost of Government Services	(\$73,237)
Cost of Utility Services	(\$200,345)
Costs Subtotal	(\$273,582)

JOBS



47.7 Total
30.0 Direct
17.7 Spin-off

Item 5.

SALARIES



\$37,371 Avg
\$45,000 Direct
\$24,404 Spin-off

CAPITAL INVEST.



\$400,000
Buildings + FF&E

RESIDENTIAL DEV.



0.2 Homes
1.4 Relocations

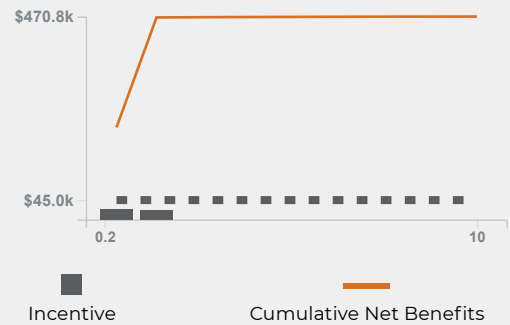
INCENTIVE ANALYSIS

\$45,000
Total Incentive

\$1,500
Per Job

104.6%
Rate of Return

0.2 Yrs
Payback Period



NET BENEFITS OVER 10 YEARS

CITY	\$470,795
COUNTY	\$5,356
SCHOOL DISTRICT	\$16,723
OTHER	\$32,746

TEDC Impact Analysis

Project Type: Recruitment
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	30.0	17.7	47.7
Annual Salaries/Wages at Full Ops (Yr 2)	\$1,377,000	\$439,353	\$1,816,353
Salaries/Wages over 10 Years	\$2,097,000	\$669,080	\$2,766,080
Taxable Sales/Purchases in City of Tomball	\$23,197,795	\$8,363	\$23,206,159

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	0.9	0.5	1.4
New residents in City of Tomball	2.3	1.4	3.7
New residential properties constructed in City of Tomball	0.1	0.1	0.2
New students to attend local school district	0.5	0.3	0.7

Totals may not sum due to rounding

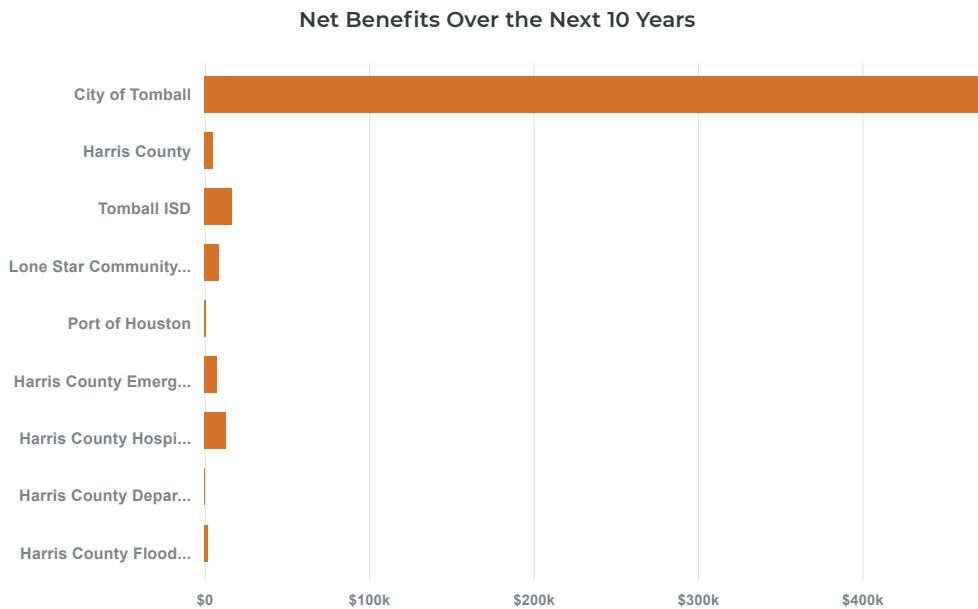
The new taxable property to be supported by the Project over the next 10 years is summarized in the following table.

SUMMARY OF TAXABLE PROPERTY OVER THE FIRST 10 YEARS IN CITY OF TOMBALL							Item 5.
YR.	NEW RESIDENTIAL PROPERTY	LAND	BUILDINGS...	FF&E	INVENTORIES	NON-RESIDENTIAL PROPERTY	TOTAL PROPERTY
1	\$24,405	\$0	\$200,000	\$100,000	\$500,000	\$800,000	\$824,405
2	\$46,674	\$0	\$254,000	\$140,000	\$510,000	\$904,000	\$950,674
3	\$47,607	\$0	\$259,080	\$125,000	\$0	\$384,080	\$431,687
4	\$48,559	\$0	\$264,262	\$110,000	\$0	\$374,262	\$422,821
5	\$49,531	\$0	\$269,547	\$95,000	\$0	\$364,547	\$414,077
6	\$50,521	\$0	\$274,938	\$80,000	\$0	\$354,938	\$405,459
7	\$51,532	\$0	\$280,437	\$65,000	\$0	\$345,437	\$396,968
8	\$52,562	\$0	\$286,045	\$50,000	\$0	\$336,045	\$388,608
9	\$53,614	\$0	\$291,766	\$35,000	\$0	\$326,766	\$380,380
10	\$54,686	\$0	\$297,601	\$30,000	\$0	\$327,601	\$382,287

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	\$744,377	(\$273,582)	\$470,795	\$436,445
Harris County	\$65,636	(\$60,280)	\$5,356	\$5,018
Tomball ISD	\$98,293	(\$81,569)	\$16,723	\$13,257
Lone Star Community College	\$8,525	\$0	\$8,525	\$6,712
Port of Houston	\$849	\$0	\$849	\$669
Harris County Emergency Services District 8	\$7,647	\$0	\$7,647	\$6,021
Harris County Hospital District	\$13,121	\$0	\$13,121	\$10,330
Harris County Department of Education	\$395	\$0	\$395	\$311
Harris County Flood Control	\$2,208	\$0	\$2,208	\$1,738
Total	\$941,051	(\$415,431)	\$525,620	\$480,499

*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.



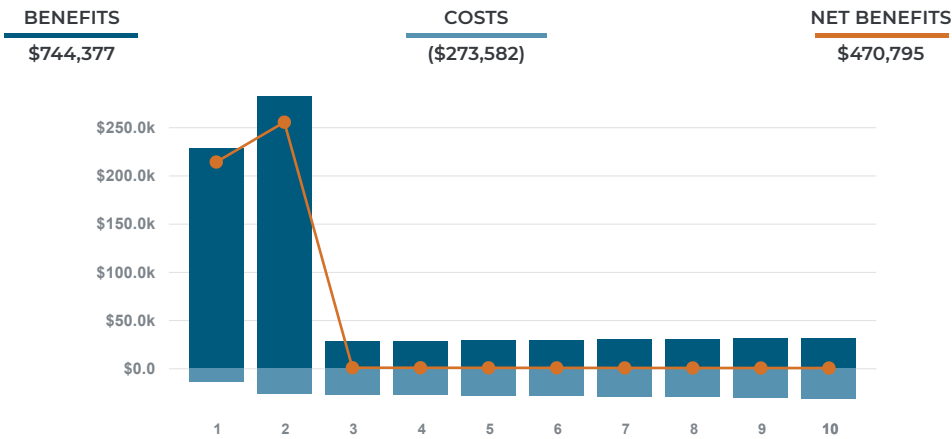
A summary of the total Public Support modeled in this analysis is shown below.

VALUE OF PUBLIC SUPPORT UNDER CONSIDERATION		
	NON-TAX INCENTIVE	TOTAL
City of Tomball	\$45,000	\$45,000
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	\$45,000	\$45,000

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	\$463,451	\$692	\$464,143
Real Property Taxes	\$9,143	\$0	\$9,143
FF&E Property Taxes	\$2,834	\$0	\$2,834
Inventory Property Taxes	\$3,449	\$0	\$3,449
New Residential Property Taxes	\$0	\$1,638	\$1,638
Hotel Occupancy Taxes	\$177	\$0	\$177
Building Permits and Fees	\$0	\$0	\$0
Utility Revenue	\$169,196	\$20,231	\$189,427
Utility Franchise Fees	\$16,039	\$1,903	\$17,942
Miscellaneous Taxes and User Fees	\$49,690	\$5,934	\$55,624
Benefits Subtotal	\$713,979	\$30,398	\$744,377
COSTS	PROJECT	HOUSEHOLDS	TOTAL
Cost of Government Services	(\$65,414)	(\$7,823)	(\$73,237)
Cost of Utility Services	(\$178,946)	(\$21,399)	(\$200,345)
Costs Subtotal	(\$244,360)	(\$29,222)	(\$273,582)
Net Benefits	\$469,619	\$1,176	\$470,795

Annual Fiscal Net Benefits for City of Tomball

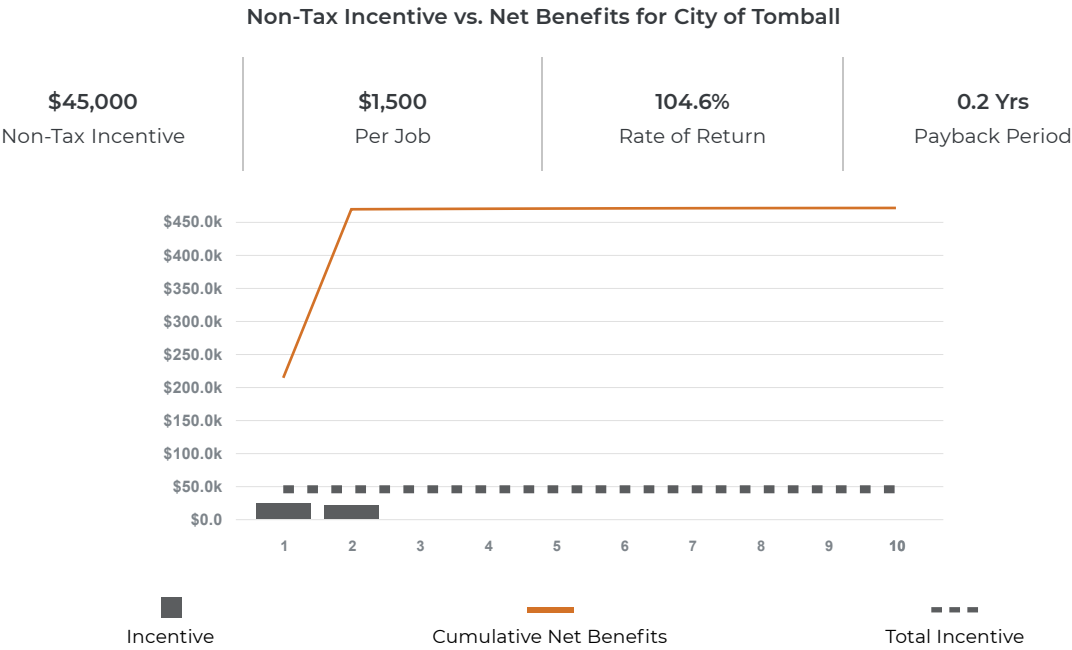


Non-Tax Incentives

City of Tomball is considering the following non-tax incentives for the Project.

NON-TAX INCENTIVES UNDER CONSIDERATION	
YEAR	NON-TAX INCENTIVE
1	\$24,000
2	\$21,000
Total	\$45,000

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	\$10,902	\$0	\$10,902
FF&E Property Taxes	\$3,379	\$0	\$3,379
Inventory Property Taxes	\$4,112	\$0	\$4,112
New Residential Property Taxes	\$0	\$13,804	\$13,804
Hotel Occupancy Taxes	\$51	\$0	\$51
Miscellaneous Taxes and User Fees	\$14,467	\$18,922	\$33,389
Benefits Subtotal	\$32,910	\$32,726	\$65,636
COSTS	PROJECT	HOUSEHOLDS	TOTAL
Cost of Government Services	(\$26,103)	(\$34,177)	(\$60,280)
Costs Subtotal	(\$26,103)	(\$34,177)	(\$60,280)
Net Benefits	\$6,807	(\$1,451)	\$5,356

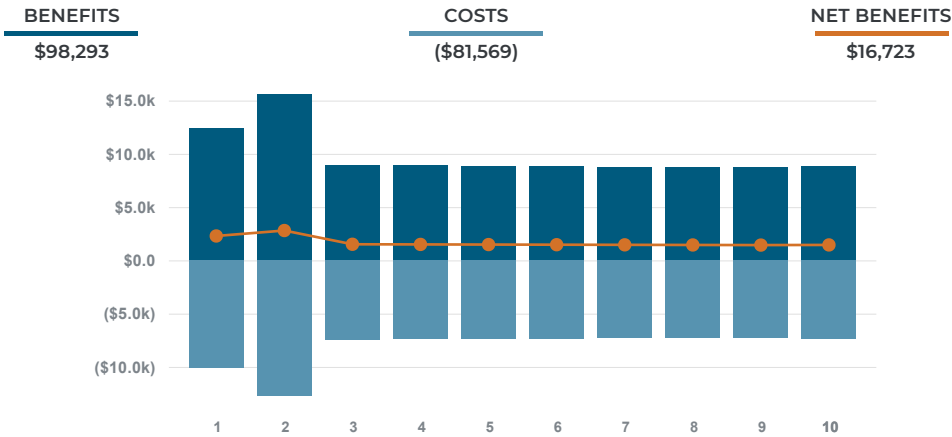
Annual Fiscal Net Benefits for Harris County



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	\$34,542	\$0	\$34,542
FF&E Property Taxes	\$10,707	\$0	\$10,707
Inventory Property Taxes	\$13,029	\$0	\$13,029
New Residential Property Taxes	\$0	\$16,098	\$16,098
Addtl. State & Federal School Funding	\$0	\$23,917	\$23,917
Benefits Subtotal	\$58,278	\$40,015	\$98,293
COSTS	PROJECT	HOUSEHOLDS	TOTAL
Cost to Educate New Students	\$0	(\$21,622)	(\$21,622)
Reduction in State School Funding	(\$46,972)	(\$12,975)	(\$59,947)
Costs Subtotal	(\$46,972)	(\$34,597)	(\$81,569)
Net Benefits	\$11,306	\$5,418	\$16,723

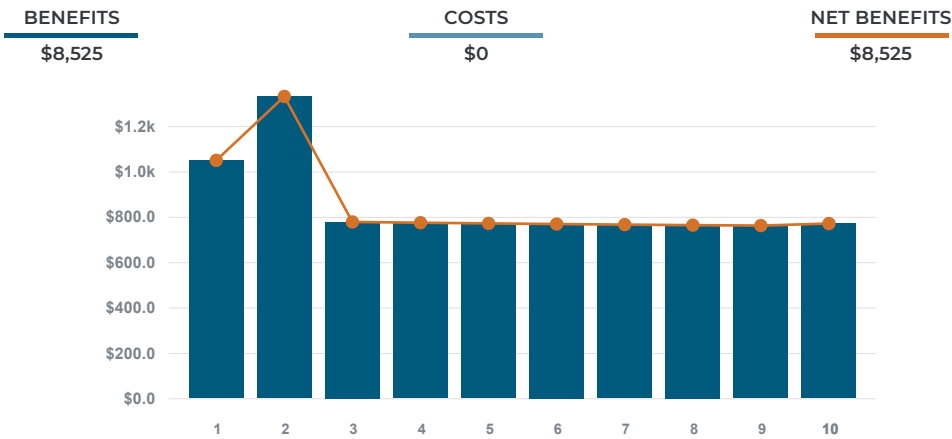
Annual Fiscal Net Benefits for Tomball ISD



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	\$2,887	\$0	\$2,887
FF&E Property Taxes	\$895	\$0	\$895
Inventory Property Taxes	\$1,089	\$0	\$1,089
New Residential Property Taxes	\$0	\$3,655	\$3,655
Benefits Subtotal	\$4,870	\$3,655	\$8,525
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	\$0	\$0	\$0
Costs Subtotal	\$0	\$0	\$0
Net Benefits	\$4,870	\$3,655	\$8,525

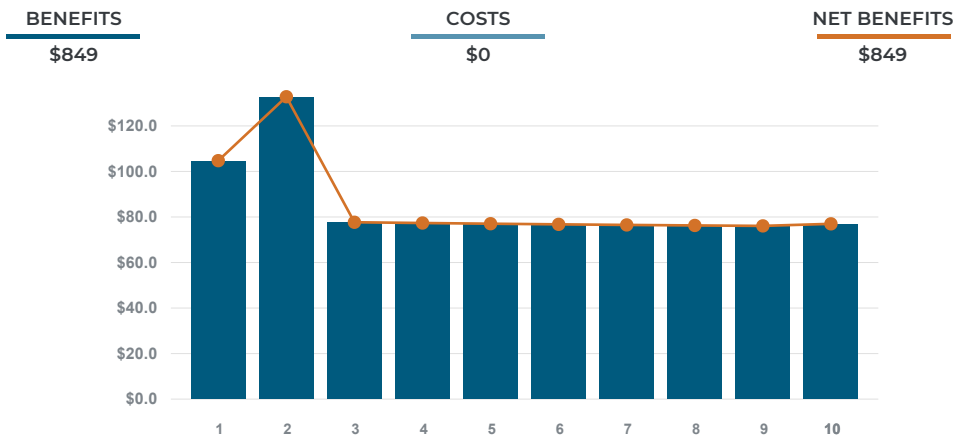
Annual Fiscal Net Benefits for Lone Star Community College



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	\$288	\$0	\$288
FF&E Property Taxes	\$89	\$0	\$89
Inventory Property Taxes	\$108	\$0	\$108
New Residential Property Taxes	\$0	\$364	\$364
Benefits Subtotal	\$485	\$364	\$849
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	\$0	\$0	\$0
Costs Subtotal	\$0	\$0	\$0
Net Benefits	\$485	\$364	\$849

Annual Fiscal Net Benefits for Port of Houston



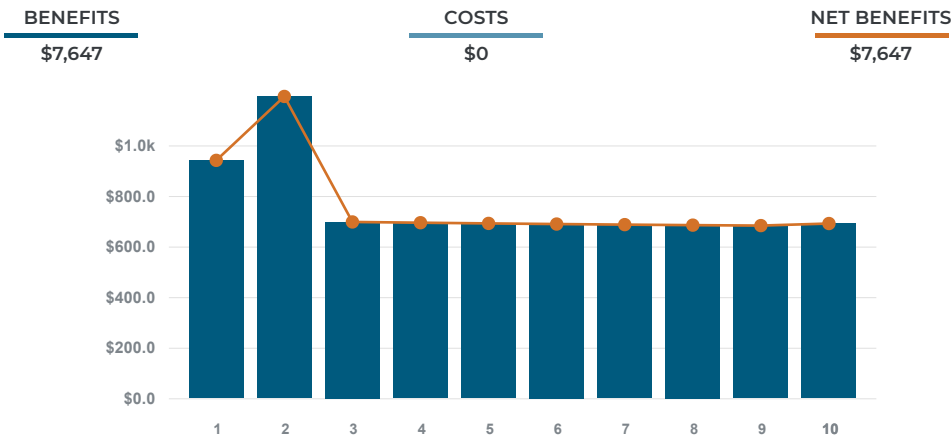
Harris County Emergency Services District 8 Fiscal Impact

Item 5.

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

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY EMERGENCY SERVICES DISTRICT 8			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$2,589	\$0	\$2,589
FF&E Property Taxes	\$803	\$0	\$803
Inventory Property Taxes	\$977	\$0	\$977
New Residential Property Taxes	\$0	\$3,279	\$3,279
Benefits Subtotal	\$4,369	\$3,279	\$7,647
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	\$0	\$0	\$0
Costs Subtotal	\$0	\$0	\$0
Net Benefits	\$4,369	\$3,279	\$7,647

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	\$4,443	\$0	\$4,443
FF&E Property Taxes	\$1,377	\$0	\$1,377
Inventory Property Taxes	\$1,676	\$0	\$1,676
New Residential Property Taxes	\$0	\$5,625	\$5,625
Benefits Subtotal	\$7,495	\$5,625	\$13,121
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	\$0	\$0	\$0
Costs Subtotal	\$0	\$0	\$0
Net Benefits	\$7,495	\$5,625	\$13,121

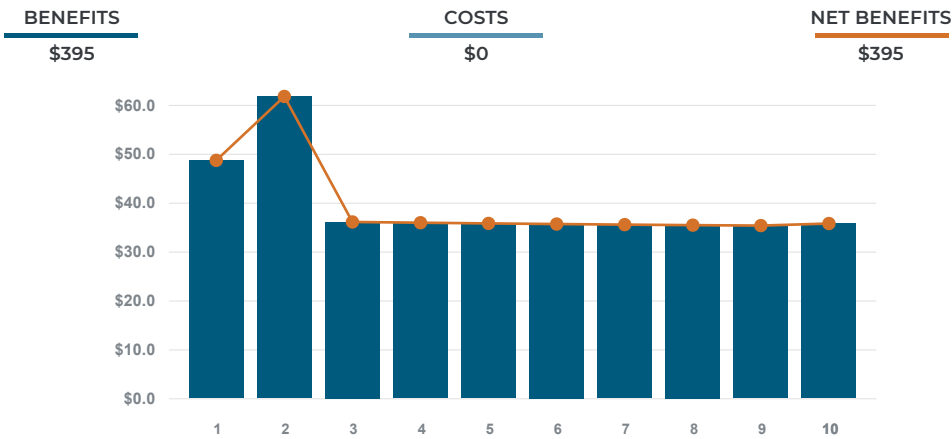
Annual Fiscal Net Benefits for Harris County Hospital District



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	\$134	\$0	\$134
FF&E Property Taxes	\$42	\$0	\$42
Inventory Property Taxes	\$51	\$0	\$51
New Residential Property Taxes	\$0	\$170	\$170
Benefits Subtotal	\$226	\$170	\$395
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	\$0	\$0	\$0
Costs Subtotal	\$0	\$0	\$0
Net Benefits	\$226	\$170	\$395

Annual Fiscal Net Benefits for Harris County Department of Education



Harris County Flood Control Fiscal Impact

Item 5.

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	\$748	\$0	\$748
FF&E Property Taxes	\$232	\$0	\$232
Inventory Property Taxes	\$282	\$0	\$282
New Residential Property Taxes	\$0	\$947	\$947
Benefits Subtotal	\$1,261	\$947	\$2,208
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	\$0	\$0	\$0
Costs Subtotal	\$0	\$0	\$0
Net Benefits	\$1,261	\$947	\$2,208

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:

551114 CORPORATE, SUBSIDIARY, AND REGIONAL MANAGING OFFICES		CITY OF TOMBALL
Employment Multiplier	(Type II Direct Effect)	1.5883
Earnings Multiplier	(Type II Direct Effect)	1.3191

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 the Development Corporation Act, now Chapter 501 et seq of the Texas Local Government Code, located in Harris County, Texas (the “TEDC”), and **Kinsley Armelle** (the “Company”), 20008 Champion Forest Dr., Ste 602, Spring, Texas 77379.

WITNESSETH:

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

WHEREAS, the Company proposes to lease 25,200 square-feet of existing office and warehouse space located at 21255 Spell Circle, Tomball, Texas 77375 (the “Property”), and more particularly described in Exhibit “A,” attached hereto and made a part hereof; and

WHEREAS, the Company, currently located at 20008 Champion Forest Dr., Ste 602, Spring, Texas 77379, proposes to relocate its corporate headquarters to the Property, and as part of the process, plans to make capital investments including building improvements, fixed machinery and equipment and tangible personal property (the “Improvements”) in an amount equal to at least Four Hundred Thousand Dollars (\$400,000.00) as are necessary to occupy the Property and grow the business; and

WHEREAS, the Company also proposes to relocate sixteen (16) full-time employees to the Property and to create fourteen (14) new jobs in Tomball within its first two years of operations at the Property; and

WHEREAS, the TEDC agrees to provide to the Company the sum of Forty-Five Thousand Dollars (\$45,000.00) to assist in the construction of the Improvements, the relocation of the sixteen (16) employees, and the creation of fourteen (14) new full-time jobs at the Property; and

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

WHEREAS, this expenditure is found by the Board of Directors of the TEDC to be suitable for the relocation of the corporate headquarters to the property, to promote and develop new business enterprises on the Property, and in furtherance of the creation and retention of primary jobs;

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

1.

Except as provided by paragraph 4, the Company covenants and agrees that it will operate and maintain the proposed business for a term of at least five (5) years and will maintain thirty (30) full-time employees on the Property.

2.

The construction of the Improvements, relocation of the sixteen (16) employees, and creation of fourteen (14) new full-time jobs and the obtaining of all necessary occupancy permits from the City must occur within twenty-four (24) months from the Effective Date of this

Agreement. Extensions of these deadlines may be granted by the Board of Directors of the TEDC due to any extenuating circumstance or uncontrollable delay.

3.

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

4.

In consideration of the Company's representations, promises, and covenants, TEDC agrees to grant to the Company Forty-Five Thousand Dollars (\$45,000.00) to fund a portion of the cost of the Improvements, the relocation of the sixteen (16) employees, and the creation of fourteen (14) new employees to the Tomball operation. The TEDC agrees to distribute such funds to the Company within thirty (30) days of receipt of a letter from the Company requesting such payment, which letter shall also include: (a) a copy of the City’s occupancy permit for the Improvements to the Property, if applicable; (b) proof that the company has added the number of employees indicated above to the Tomball operation as evidenced by copies of Texas Workforce Commission form C-3 or Internal Revenue Service form 941; (c) a letter from the City acknowledging that all necessary plats, plans, and specifications have been received, reviewed, and approved; (d) certification that the Improvements have been constructed in accordance with the approved plans and specifications; (e) an affidavit stating that all contractors and subcontractors providing work and/or materials in the construction of the Improvements have been paid and any and all liens and claims regarding such work have been released; and (f) Proof of payment to all contractors and subcontractors providing work and/or materials in the construction of the Improvements, proof of

payment must include copies of canceled checks and/or credit card receipts and copies of paid invoices from all contractors and subcontractors.

In the event the number of jobs originally projected is not met or maintained, the amount of the funding provided to the Company by TEDC will be reduced on a pro-rata basis to reflect the actual number of jobs at the time of the request for disbursement of funds.

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: Kinsley Armelle
20008 Champion Forest Dr., Ste 602
Spring, Texas 77379
Attn: Steven Habel, Founder, Managing Member

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").

Kinsley Armelle

By: _____

Name: Steven Habel

Title: Founder, Managing Member

ATTEST:

By: _____

Name: _____

Title: _____

TOMBALL ECONOMIC DEVELOPMENT CORPORATION

By: _____

Name: Gretchen Fagan

Title: President, Board of Directors

ATTEST:

By: _____

Name: _____

Title: Secretary, Board of Directors

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____
 2021, by Steven Habel, Founder, Managing Member, Kinsley Armelle, 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, Gretchen Fagan, President of the Board of Directors of the Tomball Economic Development
 Corporation, for and on behalf of said Corporation.

 Notary Public in and for the State of Texas

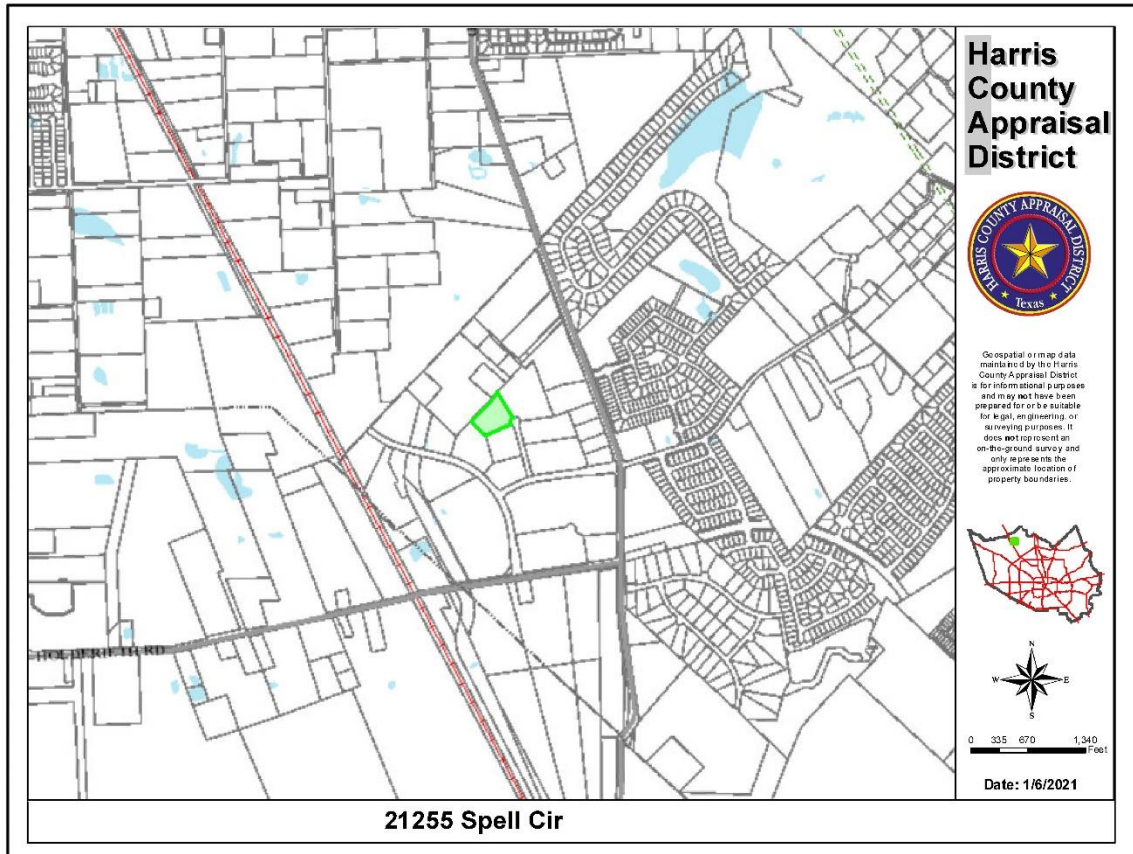
My Commission Expires: _____

(SEAL)

Exhibit A
Description of Property

Legal Description: LT 13 BLK 1, TOMBALL BUSINESS & TECHNOLOGY PARK R/P

Property Address: 21255 SPELL CIR, TOMBALL, TEXAS 77375



Special Joint Agenda Item Data Sheet

Meeting Date: January 12, 2021

Topic:

Consideration and possible action by Tomball EDC 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

Background:

The Hutson Group is a family-owned commercial property development and management firm. Since the 1970's, the Hutson family has acquired, developed, and managed properties within the Old Town Tomball area. The Hutson Group has been instrumental in the growth and redevelopment of Tomball's Old Town, while preserving its history and character.

As per the attached request letter, The Hutson Group is requesting funding assistance from the TEDC to assist with sidewalk, parking and street improvements along Houston and North Elm Streets. The project will be constructed in three phases and the anticipated cost for all phases is \$97,600.00. These improvements will provide pedestrian connectivity, increase parking, and improve access to adjacent businesses.

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

The proposed incentive is based on 50% of the project costs, not to exceed \$48,800.00.

Origination: Teresa Latsis, The Hutson Group

Recommendation:

Staff recommends approval of the proposed Performance Agreement with The Hutson Group.

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

Kelly Violette

FUNDING (IF APPLICABLE)

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

Yes: X No:

If yes, specify Account Number: #Project Grants

If no, funds will be transferred from account #

To account #

Signed _____
Staff Member-TEDC Date

Approved by _____
Executive Director-TEDC Date



108 S Pine
Tomball, Texas 77381

713.678.0152
hutsongroup.com

January 4, 2021

Kelly Violette
Executive Director
Tomball Economic Development Corporation
29201 Quinn Road, Suite B
Tomball, Texas 77375

RE: Grant Request Letter, Houston Street project

Dear Ms Violette,

The Hutson Group is submitting this request to the Tomball Economic Development Corporation (TEDC) for grant funding assistance to support real estate redevelopment efforts on Houston Street in Old Town Tomball.

The Hutson Group is a small, family-owned real estate development business focused on commercial properties in Old Town Tomball. We acquire, develop, and manage our own properties in an intentional and meaningful manner to support Old Town and the greater Tomball area. Our family established roots in Tomball in the early 1970's and has developed a deeper commitment to the city over the last 50 years.

Project Impact on the City of Tomball

Prior to 2014, Houston Street consisted of residential houses that were primarily rental properties declining in nature and form. Since that time, our family has acquired all properties on both the north and south sides of Houston Street. There are currently seven different commercial properties that we converted from the original residential houses. Two of these properties support food service businesses while the remaining five are retail. Each of these businesses is unique to the Tomball area and employ local residents. With the proposed development per this grant, we expect to draw favorable attention to Houston Street in support of these businesses and Old Town Tomball.

Project Scope

Our project is focused on the 100 block of Houston Street and will be completed in three phases. For purposes of this request, we seek grant funding assistance for sidewalk, parking and street improvements.

Phase One: 208 North Elm Street - Sidewalk, Parking and Street Improvements

This phase has been approved by the City of Tomball (COT). Improvements will impact 150 feet along the south side of Houston Street and 100 feet on the 200 block of North Elm Street. COT approved site plans are provided for your reference. No sidewalk, parking or street improvement construction has been initiated to date. Timing of this work is expected in 2021 Q1 pending approval from TEDC.

Phase Two: South side of Houston Street - Sidewalk, Parking and Street Improvements

This phase is currently in planning and has not been submitted to the COT. Improvements will impact the remaining 150 feet along the south side of Houston Street. Proposed site plans are in draft form and

provided for your reference. Timing of this project is expected to be in 2021 and will be influenced by TEDC grant support.

Phase Three: *North side of Houston Street - Sidewalk, Parking and Street Improvements*

This phase is in early design and has not been submitted to the COT. Improvements will impact 300 feet along the north side of Houston Street and 100 feet on the 300 block of North Elm Street. No site plans are available at this time. Timing of this project is expected to be in 2021.

Estimated Cost

The total cost for purposes of this grant funding request is estimated at \$97,600. This estimate is based on recent bids for Phase One and prior material invoices for similar Old Town Tomball projects completed in the last five years.

Phase One:	\$31,250
Phase Two:	\$18,750
Phase Three:	<u>\$47,600</u>
Total Cost:	\$97,600

We appreciate your consideration for grants or other incentives you may have available to help absorb costs associated with these sidewalk, parking, and street improvements on Houston Street in Old Town Tomball.

As always, if you have any questions or comments, please feel free to contact me directly.
Thanks so much,

Teresa Latsis
The Hutson Group
503.348.0718 (m)
t.latsis@hutsongroup.com

PERFORMANCE GRANT AGREEMENT

This Performance Grant Agreement (the “Agreement”) is made and entered into by and between the Tomball Economic Development Corporation, a State of Texas Type B Economic Development Corporation (the “TEDC”), and The Hutson Group (the “Company”) (with each being a “Party”, and together the “Parties”), is entered into by the Parties’ authorized representatives, and is effective as of the date of execution by the Parties (the “Effective Date”).

RECITALS

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

WHEREAS, the Company proposes to construct pedestrian and parking improvements along Houston Street and North Elm Street in Old Town Tomball (the “Project”), with a description of the Project being attached to this Agreement as “Exhibit A”; and

WHEREAS, the Board of Directors of the TEDC (the “Board”) has determined that the improvements provided by the Company through the Project will enhance the use of Old Town Tomball, and as a Project of the TEDC, the Board wishes to reimburse the Company for a portion of the cost of the Project according to Texas Local Government Code 505.152; and,

WHEREAS, according to the terms and requirements provided herein, the Board desires to provide to the Company the sum of up to Forty-Eight Thousand Eight Hundred Dollars (\$48,800.00) (the “Performance Grant”) if the Company satisfies this Agreement herein, with the amount of the Performance Grant being described in the attached “Exhibit B”; and,

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

AGREEMENT

SECTION 1. TERM.

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

SECTION 2. COMPANY OBLIGATIONS.

- (a) Continued Operation.** The Company hereby covenants and agrees that it will continue to operate and maintain its business throughout the Term.
- (b) Reporting.** Throughout the Term, the Company will provide updates to the TEDC showing that it is in compliance with this Agreement and will provide progress reports on the status of the Project (the “Report”). Upon the written request of the TEDC or the City, the Company will promptly provide any additional information related to this Agreement.

SECTION 3. CAPITAL IMPROVEMENTS.

- (a)** The Company hereby covenants and agrees that as a part of the Project, it will construct the following Capital Improvements: Phase 1: Sidewalk, Parking and Street Improvements along 150

feet of the south side of Houston Street and 100 feet of the west side of North Elm Street (200 Block); Phase 2: Sidewalk, Parking and Street Improvements along 150 feet of the south side of Houston Street; and Phase 3: Sidewalk, Parking and Street Improvements along 300 feet of the north side of Houston Street and 100 feet of the west side of North Elm Street (300 Block) (the “Capital Improvements”).

- (b) The Company agrees that it will construct the Capital Improvements in accordance with all the requirements of the Code of Ordinances of the City and the plans and specifications of the Capital Improvements as approved by the City and the TEDC.
- (c) The Company agrees that it will certify the costs of the Capital Improvements, and all related infrastructure costs, to the TEDC prior to the initiation of the construction of the Capital Improvements.
- (d) The construction of the Capital Improvements, including the construction of all infrastructure and the obtaining of all necessary permits from the City, shall be completed within twenty-four (24) months of the Effective Date of this Agreement (the “Completion Date”). The Board or the City Council of the City (the “Council”) may adjust the Completion Date at its sole discretion.

SECTION 4. PERFORMANCE GRANT.

- (a) In consideration of the Company’s construction of the Capital Improvements according to this Agreement, the TEDC agrees to provide a Performance Grant to the Company for a portion of the actual costs of the Capital Improvements, including the costs of land acquisition, construction, and infrastructure, in an amount not to exceed Forty-Eight Thousand Eight Hundred Dollars (\$48,800.00) with such Performance Grant being distributed according to the schedule included in the attached “Exhibit B”.
- (b) The TEDC’s distribution of the Performance Grant payment to the Company shall be conditioned upon the Company’s providing the TEDC with: (i) certification of the total costs of construction of the Capital Improvements; (ii) a copy of any and all permits required by the City for the Capital Improvements; (iii) certification that the Capital Improvements have been constructed in accordance with the approved plans and specifications and with the City’s Code of Ordinances; (iv) an affidavit stating that all vendors, contractors, and subcontractors providing work or materials in the construction of the Capital Improvements have been paid and any and all liens and claims regarding such work have been released; and, (v) proof of payment to all vendors, contractors, and subcontractors providing work or materials in the construction of the Capital Improvements, including copies of canceled checks or credit card receipts and copies of paid invoices from all vendors, contractors, and subcontractors.
- (c) To the extent allowed by law, the Board may amend this Agreement to allow for an additional provision of land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements to the Company that would promote new or expanded business development.
- (d) The Parties understand and acknowledge that the funding of this Agreement is contained in the TEDC’s annual budget and is subject to the approval of the Board in each fiscal year. The Parties further agree that should the Board fail to approve a budget which includes sufficient funds for the continuance of this Agreement, or should the Board fail to certify funds for any reason, then and upon the occurrence of such event, this Agreement shall terminate as to the TEDC and the TEDC shall then have no further obligation to the other Party. When the funds budgeted or certified during any fiscal year by the TEDC to discharge its obligations under this Agreement are expended, the Company’s sole and exclusive remedy shall be to terminate this Agreement.

SECTION 5. TERMINATION.

- (a) This Agreement shall terminate upon the expiration of the Term, unless terminated earlier as the result

of a default by the Company under one of the following provisions:

- (1) *General Default.* Either Party may terminate this Agreement during the Term as provided in this paragraph if the other Party is in default by failing to comply with the obligations of this Agreement. The Party alleging the default will give the other Party notice of the default in writing. If the Party in default fails to cure the default within sixty (60) days of the date of the notice, then the Party giving the notice may terminate this Agreement by written notice to the other Party, specifying the date of termination. However, neither Party may be deemed to be in default of this Agreement if performance of this Agreement is delayed, disrupted, or becomes impossible because of any act of God, war, earthquake, fire, strike, accident, civil commotion, epidemic, act of government, its agencies or offices, or any other cause beyond the control of the Parties (the “force majeure”) during the Term, but only for so long as the event of force majeure reasonable prevents performance.
 - (2) *Undocumented Worker Employment Default.* According to Chapter 2264 of the Texas Government Code (the “Code”), the Company will not knowingly employ an individual who, at the time of employment: (i) is an undocumented workers as that term is defined in the Code; and, (ii) is not lawfully admitted for permanent residence to the United States or, is not authorized under the law to be employed in that manner in the United States. Additionally, if the Company is convicted of a violation under 8 U.S.C. Section 1324a (f), then the conviction is a breach of this Agreement and the TEDC will send the Company written notice that the Company has violated this paragraph and that the Agreement terminates thirty (30) days from the date of the notice.
- (b) 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 the termination of this Agreement, or a suit for specific performance.

SECTION 6. REIMBURSEMENT OF PERFORMANCE GRANT.

- (a) 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 ninety (90) day Treasury Bill plus one-half percent ($\frac{1}{2}$ %) per annum, within one hundred twenty (120) days after the TEDC notifies the Company of the default.
- (b) 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 ninety (90) day Treasury Bill plus one-half percent ($\frac{1}{2}$ %) per annum, within one hundred twenty (120) days after the TEDC notifies the Company of the violation.
- (c) 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 the funds contemplated in this Section. Such reimbursement shall be due and payable thirty (30) days after the Company receives written notice of default.
- (d) If the Company breaches this Agreement, then the Company’s obligation to reimburse the Performance Grant, or any other expenditure of the TEDC related to the Project, survives termination of this Agreement.

SECTION 7. MISCELLANEOUS PROVISIONS.

- (a) This Agreement shall inure to the benefit of and be binding upon the TEDC and the Company, and upon the Company's successors, 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 Capital Improvements, and this Agreement shall be held to be a covenant running with the Property throughout the Term.

- (b) 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.
- (c) The failure of either 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, condition, or right with respect to further performance. However, the TEDC hereby reserves and retains any and all governmental immunities that it might now have or be granted in the future.
- (d) 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.
- (e) 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.
- (f) 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; (ii) delivering the same in person to such Party; (iii) overnight or messenger delivery service that retains regular records of delivery and receipt; or, (iv) 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 the TEDC:

**Tomball Economic Development Corporation
29201 Quinn Road, Suite B
Tomball, Texas 77375
Attn: President, Board of Directors**

If to the Company:

**The Hutson Group
9431 Rosie Lane
Magnolia, TX 77354
Attn: Teresa Latsis**

- (g) 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.

SIGNATURES

THIS AGREEMENT IS HEREBY ENTERED INTO BY THE PARTIES ON _____ 2021.

FOR THE TEDC:

FOR THE COMPANY:

GRETCHEN FAGAN, PRESIDENT

Name [Signature]

Date

Name [Printed]

Title/Position

Date

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on _____, 2021, by _____, _____, of _____ for and on behalf of said company.

(SEAL)

Notary Public in and for the State of Texas

My Commission Expires: _____

ACKNOWLEDGMENT

THE STATE OF TEXAS §
COUNTY OF LIBERTY §

This instrument was acknowledged before me on _____, 2021, by
Month, Day
 _____, _____, of _____ for and on behalf of
Name Title/Position Company
 said company.

(SEAL)

Notary Public in and for the State of Texas

My Commission Expires: _____

Exhibit A: Description of the Project

- Phase 1:** Sidewalk, Parking and Street Improvements along 150 feet of the south side of Houston Street and 100 feet of the west side of North Elm Street (200 Block).
Estimated Cost: \$31,250
- Phase 2:** Sidewalk, Parking and Street Improvements along 150 feet of the south side of Houston Street. **Estimated Cost: \$18,750**
- Phase 3:** Sidewalk, Parking and Street Improvements along 300 feet of the north side of Houston Street and 100 feet of the west side of North Elm Street (300 Block).
Estimated Cost: \$47,600

Exhibit B: Performance Grant Description and Payment Schedule

TEDC agrees to reimburse the Company 50% of the cost of the Capital Improvements up to a total amount of \$48,800.00. Upon completion of each Phase of the Project, the Company may request funding in accordance with Section 4 of this Agreement.

The Payment Schedule shall be set as follows:

- Phase 1:** **Estimated Cost: \$31,250**
 TEDC Reimbursement: Up to \$15,625
- Phase 2:** **Estimated Cost: \$18,750**
 TEDC Reimbursement: Up to \$9,375
- Phase 3:** **Estimated Cost: \$47,600**
 TEDC Reimbursement: Up to \$23,800

Special Joint Agenda Item Data Sheet

Meeting Date: January 12, 2021

Topic:

Consideration and possible action by Tomball EDC 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.

Background:

Method Architecture is a full-service architecture firm specializing in tenant finish and ground-up projects encompassing industrial, corporate interiors, healthcare, hospitality, breweries, retail and more.

The scope of the attached agreement includes concept design and master planning for the redevelopment of the South Live Oak Business Park. The services to be provided include an analysis of desired occupancies, phasing, master planning of the buildings and site, as well as landscape and concept design to create the architectural framework for the redevelopment of the project.

The fee for these services is \$15,000, plus reimbursable expenses.

Origination: Kelly Violette, Executive Director

Recommendation:

Approval

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: # Professional Services

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

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

PROPOSAL FOR A/E SERVICES

Tomball EDC

Conceptual Design for Live Oak Business Park

EGO-FREE ARCHITECTURE:

Method Architecture is a uniquely ego-free architecture firm, committed to a systematic creative process that focuses on clients and their needs first and foremost. Operating with the flexibility of a small firm, but with a big reach, Method is a full-service architecture firm specializing in tenant finish and ground-up projects encompassing industrial, retail, office, breweries, public and more.

PROJECT TYPES

Our teams have worked on a wide range of project types from tilt-wall distribution centers and mixed use retail developments to breweries and distilleries. This diverse knowledge base allows us to incorporate aspects from other project types to create truly, unique designs.



INDUSTRIAL



EDUCATION



CORPORATE
INTERIORS



RETAIL



BREWRIES
DISTILLERIES



HEALTHCARE



SPORTS
+ FITNESS



COMMUNITY

OFFICE LOCATIONS

Item 7.

HOUSTON

2118 Lamar Street
Suite 200
Houston, TX 77003
713.842.7500

AUSTIN

2921 E. 17th St. Unit B
Suite 200
Austin, TX 78702
512.478.0970

DALLAS

1919 McKinney Ave
Suite 2011
Dallas, TX 75201
214.720.8980

AWARDS + CERTIFICATIONS



Method Architecture is a certified Historically Underutilized Business with the State of Texas.

FIRM LEADERSHIP



RAYBURN "JAKE" DONALDSON, AIA
MANAGING PARTNER

As the firm's Managing Partner and Houston market leader, Jake provides strategic, executive, and financial leadership while managing 3+ million square feet of ground-up projects per year as well as the firm's tenant interiors division. Jake's expertise spans across a wide variety of project types including mixed-use retail, industrial, and breweries. He takes a hands-on approach and is dedicated to fast turnaround and quality customer service.

JDonaldson@methodarchitecture.com
HTX 713.842.7500 ext. 103



ERIC HUDSON, AIA
PARTNER

Firm partner and Austin market leader, Eric Hudson, is responsible for managing an extensive variety of projects ranging from boutique interior build-outs to large scale, ground-up construction within the corporate, industrial, retail, public, and education sectors. His passion for design and attention to detail combined with a dedication to customer service has built his recipe for successful projects.

EHudson@methodarchitecture.com
HTX 713.842.7500 ext.104 | **ATX** 512.478.0970



KEITH HOLLEY, AIA
PARTNER

As a firm partner and the Dallas market leader, Keith Holley is responsible for overseeing the work for some of the firm's largest clients and complex projects, including office and industrial business parks, build-to-suits and brewery projects. Keith's approach & technical knowledge in an array of building code administration & construction techniques has proven invaluable toward the successful completion of hundreds of ground up and interior projects.

KHolley@methodarchitecture.com
HTX 713.842.7500 ext.102 | **DTX** 469.64

January 7, 2021

Kelly Violette, CEcD, PCED, AICP
Executive Director
Tomball Economic Development Corporation
29201 Quinn Road, Suite B
Tomball, TX 77375

RE: Tomball EDC – Concept Design for Live Oak BP
5-6 acres site
Harris County, Texas

Dear Kelly Violette,

Method Architecture, PLLC (“Method” or “Method Architecture”) is pleased to submit this letter agreement (the “Agreement”) to Tomball Economic Development Corporation (the “Client” or the “Owner”) to provide architectural for the above-referenced project.

Project Agreement

1 Project Understanding

Based on preliminary information provided by the Client, our understanding of the project scope is: The concept design and master planning for a redevelopment of an existing light industrial business park, located in Harris County Texas (the “Project”). To meet the anticipated needs of the Project we have included a Scope of Services & Exclusions, Fee Proposal, and Method’s standard project terms for the Client’s review and approval.



2 Scope of Services

2.1 Architectural Services

- Programming
 - Analysis of desired occupancies
 - Phasing
- Master Planning
 - New building sizes and locations, connections to existing and adjacent
 - Parking and code analysis
- Landscape Design
 - Illustrative plan and diagrams
 - Character of development
- Concept Design
 - Exterior façade remodels and new building aesthetics
 - 3D modeling and illustrative perspectives
- Two (2) meetings during design phase
- Up to Two (2) revisions during Master Planning phase
- Up to Two (2) revisions during Concept Design phase
- Two (2) Photorealistic marketing images

3 Exclusions

The following services are excluded from the Project's Scope of Services:

3.1 Architectural and Interior Design Services

- Field Verification or As-Built Measuring
- High Pile / HAZMAT Storage Drawings
- Furniture/ Equipment Drawings
- Data/ Phone/ Security Drawings
- Specification Manual
- Additional Revisions
- Scope Changes
- Physical Finish Board

3.2 All Engineering Services

- Civil, structural and mep engineering
- Geotechnical Investigation/Soils Report
- Environmental Phase I & II Investigation
- Site Boundary and Topographic Surveys
- Tree Survey or Tree Mitigation Plan
- Platting or Replatting
- Well/Septic Design
- Traffic Impact Analysis
- Off-Site Civil Site Design
- ROW/Public Civil Design
- Flood Plain Mitigation Plan
- Wetlands Mitigation Plan
- Underground Detention Design
- PEMB Engineering and Drawings
- Overhead Crane Design
- Fire Protection Engineering
- Fire Alarm/ Sprinkler Design
- Engineered Rack Drawings
- Windstorm Inspection
- Generator Design

3.3 Permitting

- City Permit Meetings
- Variance Applications
- ARC or HOA Review Fees
- Local Jurisdiction Permit Fees
- Utility Letters and Capacity Fees
- Utility Connection/Tap Fees

3.4 Construction Phase Services

- Cost Estimating
- Bidding Process
- Compile Close Out Documents
- Compile Final As-Built Plans
- Construction Management Services
- Construction Materials Testing (CMT)
- Inspection Fees

3.5 Sustainability

- USGBC Registration
- LEED Certification
- Energy Modeling
- Commissioning

3.6 Specialty Services

- Graphic Design
- Branding and Logo Design
- Signage and Wayfinding Design
- Marketing and Leasing Packages
- Virtual Reality Walkthrough
- 3D Aerial Flythrough
- Custom Artwork and Light Fixture Design

4 Fee Proposal

4.1 Fee Breakdown for Scope of Services

Masterplanning	\$ 1,500.00
Programming	\$ 2,500.00
Landscape Design	\$ 3,600.00
Concept Design Design	\$ 7,400.00
Total Proposed Fee:	\$ 15,000.00

4.2 Optional Supplemental Services

4.3 Reimbursable Expenses and Permitting Assistance

Reimbursable expenses are in addition to the Total Proposed Fee and billed at cost + 20%. Reimbursable expenses include expenditures for travel, printing supply costs, postage, delivery, ADA plan review and inspection, TDLR registration, third-party energy inspection, permit expeditor, permit submission (hourly), and permit comment responses (hourly). Client authorizes Method to utilize a reimbursable allowance of \$1,000. Jurisdictional plan review, inspection fees, permit fees, and utility fees are not included in this allowance.

4.4 Additional Services

Services requested by the owner but not specifically listed in Scope of Services shall be considered Additional Services and will be billed at cost + 20%. Additional meetings, schemes, renderings, site visits, and shop drawing/submittal review will be billed per the Schedule of Hourly Fees.

4.5 Schedule of Hourly Fees

Designer I	\$120
Designer II	\$130
Designer III	\$160
Studio Manager	\$180
Principal	\$200

4.6 Billing Schedule

Notice to Proceed Payment	5%
Master Planning/Programming Phase	50%
Concept Design Completion	45%
Total	100%

4.7 Payment

Client shall compensate Method in accordance with each of the following sub provisions:

- (a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 30 days of receipt. Interest will be added to accounts not paid within 30 days at the rate of 12% per annum beginning on the 31st day. If Client fails to make any payment due to Method under this agreement within 45 days after Method's transmittal of its invoice, Method may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid in full and may commence proceedings, including filing liens, to secure its right to payment under this Agreement.
- (b) If Client objects to an invoice, it must advise Method in writing giving its reasons within 14 days of receipt of the invoice, otherwise, Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If Client objects to only a portion of the invoice, payment for all other undisputed portions remains due within 30 days of initial receipt of the invoice.
- (c) The Client agrees that the payment to Method is not subject to any contingency or condition. The Architect may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Architect to collect additional amounts from the Client.
- (d) Payment shall be made by credit card, electronic draft, or by check to the following address:
Method Architecture, PLLC
2118 Lamar St., Suite 200
Houston, TX 77003

5 Standard Provisions

5.1 Client Responsibilities

In addition to other responsibilities described herein or imposed by law, the Client shall:

- (a) designate in writing a person to act as its representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions;
- (b) provide all information and criteria as to the Client's requirements, objectives, and expectations for the project including all numerical criteria that are to be met and all standards of development, design, or construction;
- (c) provide to the Architect all previous studies, plans, or other documents pertaining to the project and all new data reasonably necessary in Method's opinion, such as site survey and engineering data, environmental impact assessments or statements, upon all of which Method may rely;
- (d) arrange for access to the site and other private or public property as required for Method to provide its services;

- (e) review all documents and/or oral reports presented by Method and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of Method;
- (f) furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of Method's services;
- (g) cause to be provided such independent accounting, legal, insurance, cost estimating and overall feasibility services as the Client may require;
- (h) give prompt written notice to Method whenever the Client becomes aware of any development that may affect the scope, timing, and/or payment of Method's services, as well as any defect and/or noncompliance in any aspect of the project; and
- (i) bear all costs incidental to the aforementioned responsibilities of the Client.

5.2 Period of Services

Unless otherwise stated herein, Method will begin work timely after receipt of a properly executed copy of this Agreement and required Notice to Proceed payment. This Agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Method does not control. If such delay or suspension extends for more than six (6) months (cumulatively), Method's compensation shall be renegotiated.

5.3 Use of Documents

All documents, including but not limited to drawings, specifications, reports, and data or programs stored electronically, which are prepared or revised by Method are related exclusively to the services described in this Agreement, and may be used only if Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use, partial use or reuse by Client or others on extensions of this project or on any other project. Any modifications made by Client to any of Method's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by Method will be at Client's sole risk and without liability to Method, and Client shall indemnify, defend and hold Method harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Method's electronic files and source code developed in the development of application code remain the property of Method and shall be provided to Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by Method, the hardcopy shall govern. Because data stored in electronic media format can deteriorate or be modified without Method's authorization, Client has 60 days to perform acceptance tests and to notify Method in writing of any issue, after which it shall be deemed to have accepted the data.

5.4 Opinions of Cost

Because Method does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. Method cannot and does not guarantee that construction proposals, bids or actual costs will not vary from its opinions of cost. If Client wants greater assurance as to the amount of any cost, it shall employ an independent cost estimator at its own expense. To the extent that doing so leads Client to request a change in services in order to bring costs within a certain limitation, any such services will be considered Additional Services and paid separate and apart from the basic compensation.

5.5 Suspension

If Client fails to make payments due under this Agreement, Method may elect to suspend performance of services upon five (5) calendar days' notice to Client. Method shall have no liability whatsoever to Client for any costs or damages incurred as a result of suspension caused by Client's breach of this Agreement. If the Project is suspended, delayed, or abandoned for more than 90 days, Method may renegotiate or terminate this Contract.

5.6 Termination

The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, or upon thirty (30) days written notice for the convenience of the terminating party. If any change occurs in the ownership of the Client, Method shall have the right to immediately terminate this Agreement. In the event of any termination, Method shall be paid for all services rendered and expenses incurred to the date of termination, and other reasonable expenses incurred by Method as a result of such termination. If Method's compensation is a fixed fee, the amount payable for services will be a proportional amount of the total fee based on the ratio of the amount of the services performed, as reasonably determined by Method, to the total amount of services which were to have been performed.

5.7 Standard of Care

The standard of care applicable to Architect's services will be the degree of care and skill exercised by reasonably competent architects performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Architect's undertaking herein or its performance of services.

5.8 Certifications

Method shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which Method does not have actual knowledge, or that would cause Method to violate rules of professional responsibility.

5.9 Construction Phase Services

- 1) If Method's services include the preparation of documents to be used for construction and Method is not retained to make periodic site visits, Client assumes all responsibility for interpretation of the documents and for construction observation, and Client waives any claims against Method in any way connected thereto.
- 2) If Method provides construction phase services, Method shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Method have any authority or responsibility to stop or direct the work of any contractor. Method neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
- 3) Method is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods, that the contractor shall indemnify Client and Method for all claims and liability arising out of job site accidents, that the contractor is not an employee of nor under the control of Method, and that Client and Method shall be made additional insureds under the contractor's general liability insurance policy.

6 Intellectual Property

6.1 Image Release Agreement

The Client authorizes Method the nonexclusive license to take, edit, alter, copy, exhibit, publish, distribute and make use of any and all pictures, videos, images, information and renderings for this project (the "Project Works"). Method may use Project Works for any reasonable business purpose, including, but not limited to, promotional materials such as newsletters, flyers, posters, brochures, advertisements, annual reports, press kits and submissions to journalists, websites, social media channels and other print and digital communications, without payment or other consideration. All such uses of Project Works shall be property of Method. This license extends to all languages, media, formats and markets now known or hereafter devised. This license shall continue indefinitely, unless otherwise revoked by Method in writing. Client understands this license shall be binding upon its heirs, personal representatives, successors and assigns. Client certifies that the license granted herein does not violate any third-party rights or applicable laws and that he/she is of legal age, or if applicable, authorized to sign on behalf of the entity listed in this Agreement.

6.2 Confidentiality

During the course of the performance of both parties' obligations under this Agreement, each of the parties may become aware of confidential information of the other party. All business and technical information, whether in written or oral form and including, but not limited to technical know-how, specifications, data, and procedures, shall be received and retained by the parties and their employees, agents, and representatives as strictly confidential.

6.3 Ownership

Neither party shall acquire by virtue of this Agreement or the collaboration of the parties hereunder any right, title or interest in or to the confidential information or other intellectual property of the other party.

7 Indemnification

7.1 Dispute Resolution

In the event of any controversy or claim arising out of or relating to this Agreement, or a breach thereof, the parties hereto shall consult and negotiate with each other and, recognizing their mutual interests, attempt to reach a satisfactory solution. All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the Construction Industry Mediation Procedures of the American Arbitration Association, as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one (1) year of the accrual of the cause of action asserted, but in no event later than allowed by applicable statutes.

7.2 Insurance

The Architect carries Workers' Compensation insurance, professional liability insurance, and general liability insurance. If the Client directs the Architect to obtain increased insurance coverage, the Architect will take out such additional insurance, if obtainable, at the Client's expense.

7.3 Limitation of Liability

The limit of Method's liability (regardless of whether in contract, tort, negligence, strict liability or otherwise) to client or to any third party concerning performance or non-performance by Method, or in any manner related to this agreement, for any and all claims shall not exceed the total compensation received by Method for this project, or \$50,000, whichever is greater, by any reason or any act or omission including breach of contract or negligence. Under no circumstances shall Method be liable for punitive, exemplary, consequential or other indirect damages due to changed conditions.

7.4 Mutual Waiver of Consequential Damages

In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits arising out of or relating to this Agreement.

8 Miscellaneous

8.1 Third-Party Beneficiaries; Assignment and Subcontracting

This Agreement shall be binding upon and inure to the benefit of only the parties and their respective successors and assigns. This Agreement shall not confer any rights or remedies upon any third-party beneficiaries or other persons who are not parties. Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Method, without the written consent of Method. Method reserves the right to augment its staff with subcontractor architects and designers as it deems appropriate due to project logistics, schedules, or market conditions.

8.2 Severability

In the event that any provision of this Agreement is ever finally determined to be wholly or partially illegal, invalid or unenforceable, either in all jurisdictions and circumstances or in particular jurisdictions or circumstances, such provision shall be deemed severed here from in those jurisdictions and circumstances as to which it is so determined to be wholly illegal, invalid or unenforceable and shall be deemed limited to the extent required in those jurisdictions and circumstances as to which it is so determined to be partially illegal, invalid or unenforceable, and such severance or limitation shall not affect the legality, validity or enforceability of any of the other provisions hereof or of such provision to the extent not so severed or limited.

8.3 Jurisdiction/Venue

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Texas. The sole exclusive and mandatory venue for any disputes arising from or concerning the Agreement shall be in the state or federal courts located in Harris County, Texas.

8.4 Amendment/Waiver

This Agreement may be amended by, and only by, a written instrument signed by both parties. Unless otherwise provided in this Agreement, no failure or delay on the part of either party in the exercise or enforcement of any of its rights under any provision hereof shall be deemed to constitute a waiver or other relinquishment of any of such rights or of such provision in the absence of a written waiver signed by such party. Any such written waiver shall be effective only with respect to the specific matters covered thereby and shall not affect the parties' respective rights and obligations with respect to other or future items.

8.5 Integration

This Agreement, including any exhibits, constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes any and all oral, written or other negotiations, warranties, representations, agreements and other understandings in regard thereto.

8.6 Signatures

Each individual executing this Agreement on behalf of a party hereby warrants and represents that he or she is authorized to so execute this Agreement, and that this Agreement therefore constitutes a valid and binding obligation of such party, enforceable against such party in accordance with its terms.

(Signature Page Follows)

In witness whereof, the parties have executed this Agreement as of the date hereof.

Accepted for Client:

By (signature): _____

Print Name: _____

Title: _____

Date: _____

Billing Contact: _____

Billing Instructions: _____

Accepted for Method Architecture, PLLC:By (signature): *Jackie Rye*

Print Name: Jackie Rye

Title: Associate Principal

Date: January 7, 2021

Special Joint Agenda Item Data Sheet

Meeting Date: January 12, 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 551.074, - To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, to wit: the Executive Director.

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: January 12, 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