

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



**Tuesday, November 12, 2024  
5:30 PM**

Notice is hereby given of a meeting of the Tomball Economic Development Corporation, to be held on Tuesday, November 12, 2024 at 5:30 PM, City Hall, 401 Market Street, Tomball, TX 77375, for the purpose of considering the following agenda items. All agenda items are subject to action. The Tomball Economic Development Corporation reserves the right to meet in a closed session for consultation with attorney on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

**THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION OF THE CITY OF TOMBALL, TEXAS, WILL CONDUCT THE MEETING SCHEDULED FOR NOVEMBER 12, 2024, 5:30 PM, AT 401 MARKET STREET, TOMBALL, TEXAS, 77375. THIS MEETING AGENDA AND THE AGENDA PACKET ARE POSTED ONLINE AT:**

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

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

The public toll-free dial-in numbers to participate in the telephonic meeting are any one of the following (dial by your location): +1 312 626 6799 US (Chicago); +1 646 876 9923 US (New York); +1 301 715 8592 US; +1 346 248 7799 US (Houston); +1 408 638 0968 US (San Jose); +1 669 900 6833 US (San Jose); or +1 253 215 8782 US (Tahoma) - Meeting ID: 837 0471 1760 Passcode: 380721 The public will be permitted to offer public comments telephonically, as provided by the agenda and as permitted by the presiding officer during the meeting.

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

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

E. Reports and Announcements

F. Reports by TEDC Staff:

- [1.](#) Fall 2024 Quarterly Newsletter
- [2.](#) Office Relocation Update
- [3.](#) Mix & Jingle Networking Event – December 12, 2024 – 5:00 – 7:00 – Paradigm Brewing Company

G. Approval of Minutes

- [4.](#) Regular Tomball EDC Meeting of September 10, 2024
- [5.](#) Special Tomball EDC Meeting of October 8, 2024

H. New Business

- [6.](#) Presentation by Bragg Farmer, Finance Director, regarding the Tomball EDC 2023-2024 Fiscal Year End financial statements.
- [7.](#) Consideration and possible action by Tomball EDC to approve, as a Project of the Corporation, an agreement with NIVIS SERIES, LLC to make direct incentives to, or expenditures for, assistance with infrastructure costs required or suitable for the promotion of new or expanded business enterprise related to the construction of a commercial office/retail development to be located at 424 Holderrieth Blvd, Tomball, Texas 77375. The estimated amount of expenditures for such Project is \$34,170.00  
  
- Public Hearing
- [8.](#) Consideration and possible action by Tomball EDC to approve, as a Project of the Corporation, an agreement with Niky's Mini Donuts, LLC to make direct incentives to, or expenditures for, rental assistance for new or expanded business enterprise to be located at 1417 Graham Drive, Suite 400, Tomball, Texas 77375. The estimated amount of expenditures for such Project is \$10,000.00.  
  
- Public Hearing
- [9.](#) Consideration and possible action by Tomball EDC to approve an amendment to the Commercial Real Estate Listing Agreement with Colliers International

for the sale of EDC owned property in the Tomball Business and Technology Park.

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

11. 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 2025.”

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

13. TEDC Quarterly update on 2024-2025 Strategic Work Plan.

14. Consideration and possible action to approve an agreement with TXP, Inc. for an economic development incentive policy analysis for a not-to-exceed amount of \$52,000 (fixed fee of \$49,500 plus travel expenses).

15. Consideration and possible action to approve strategically located billboards aimed at enhancing the overall visibility and economic growth of our downtown district.

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

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

- Section 551.087, - Deliberation regarding Economic Development negotiations.

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

I. Adjournment

## **CERTIFICATION**

## Regular Tomball Economic Development Corporation Meeting

November 12, 2024 | Agenda

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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 NOVEMBER 2024 by 5:30 PM, and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Kelly Violette

Executive Director

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's office at (281) 290-1019 for further information.

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

# Regular Tomball EDC Agenda Item Data Sheet

Meeting Date: November 12, 2024

**Topic:**

TEDC Office Relocation Update

**Background:**

**Origination:**

**Recommendation:**

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

**FUNDING (IF APPLICABLE)**

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

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

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

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

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

# Regular Tomball EDC Agenda Item Data Sheet

Meeting Date: November 12, 2024

**Topic:**

Office Relocation Update

**Background:**

**Origination:**

**Recommendation:**

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

**FUNDING (IF APPLICABLE)**

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

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

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

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

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

# Regular Tomball EDC Agenda Item Data Sheet

Meeting Date: November 12, 2024

**Topic:**

Mix & Jingle Networking Event – December 12, 2024 – 5:00 – 7:00 – Paradigm Brewing Company

**Background:**

**Origination:**

**Recommendation:**

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

**FUNDING (IF APPLICABLE)**

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

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

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

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

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

# Regular Tomball EDC Agenda Item Data Sheet

**Meeting Date:** November 12, 2024

**Topic:**

Special Tomball EDC Meeting of October 8, 2024

**Background:**

**Origination:** Kelly Violette, Executive Director

**Recommendation:**

Approval of the Minutes for the Meeting of October 8, 2024

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

**FUNDING (IF APPLICABLE)**

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

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

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

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

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



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



**Tuesday, September 10, 2024  
5:30 PM**

Notice is hereby given of a meeting of the Tomball Economic Development Corporation, to be held on Tuesday, August 13, 2024 at 5:30 PM, City Hall, 401 Market Street, Tomball, TX 77375, for the purpose of considering the following agenda items. All agenda items are subject to action. The Tomball Economic Development Corporation reserves the right to meet in a closed session for consultation with attorney on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

**THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION OF THE CITY OF TOMBALL, TEXAS, WILL CONDUCT THE MEETING SCHEDULED FOR AUGUST 13, 2024, 5:30 PM, AT 401 MARKET STREET, TOMBALL, TEXAS, 77375. THIS MEETING AGENDA AND THE AGENDA PACKET ARE POSTED ONLINE AT:**

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

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**A. Call to Order**

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

**PRESENT**

- President Gretchen Fagan
- Secretary Bill Sumner (Via Zoom)
- Member Brock Hendrickson
- Member Danny Hudson

Member Latrell Shannon

ABSENT

Member Jim Engelke

Member Lisa Covington

OTHERS PRESENT

Kelly Violette

Tiffani Wooten

Tori Gleason

McKayley Dannelley

Brandy Beyer

John Ford

Paul Garcia

Tom Condon

Kara Baker

Kaelee Luther

Jenna Young

Colleen Pye

iPhone (via Zoom)

Kaela Olson (via Zoom)

B. Invocation

Member Hudson led the invocation.

C. Pledges

Kelly Violette led the pledge of allegiance to both flags.

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

No public comments were received.

E. Reports and Announcements

F. Reports by TEDC Staff:

Tiffani Wooten provided an overview of the following:

1. 2024 Economic Outlook Luncheon – October 15, 2024 – 10:30 a.m. – 1:00 p.m. – LSC-Tomball Beckendorf Conference Center

- 2. International Economic Development Council Awards:
  - Multimedia Video Success Stories – Silver
  - Quarterly E-Newsletter – Bronze
  - Baker Hughes STEM Coaching Program – Bronze
- 3. Recognition of Service for past TEDC Board Members – Richard Bruce & Chad Degges

G. Approval of Minutes

Motion made by Member Hendrickson, Seconded by Member Hudson.

Voting Yea: President Fagan, Member Hudson, Member Covington, Member Hendrickson, Member Shannon.

The motion carried unanimously.

- 4. Regular Tomball EDC Meeting of August 13, 2024

H. New Business

- 5. Consideration and possible action by Tomball EDC to approve, as a Project of the Corporation, an agreement with Kara Miles Hair (KMH Studio), LLC to make direct incentives to, or expenditures for, rental assistance for new or expanded business enterprise to be located at 22525 Hufsmith Kohrville Road, Bldg. 1-Suite 1-C, Tomball, Texas. The estimated amount of expenditures for such Project is \$10,000.00.

Public Hearing

President Fagan opened the public hearing at 5:41 p.m. No comments were received. Public hearing was closed at 5:41 p.m.

Motion made by Member Shannon, Seconded by Hudson.

Voting Yea: President Fagan, Member Hudson, Member Covington, Member Hendrickson, Member Shannon.

The motion carried unanimously

- 6. Consideration and possible action to approve a lease agreement between the Greater Tomball Area Chamber of Commerce and the Tomball Economic Development Corporation.

Motion made by Member Hendrickson, Seconded by Member Shannon.

Voting Yea: President Fagan, Member Hudson, Member Covington, Member Hendrickson, Member Shannon.

The motion carried unanimously.

7. Presentation by Brian Summers, Senior Property Manager Industrial, Colliers International regarding the South Live Oak Business Park.

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 551.087, - Deliberation regarding Economic Development negotiations.

The Tomball Economic Development Corporation Board of Directors recessed at 5:41 p.m.

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

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

I. Adjournment

Motion made by Member Shannon, Seconded by Member Hudson.

Voting Yea: President Fagan, Member Hudson, Member Covington, Member Hendrickson, Member Shannon.

The motion carried unanimously. Meeting adjourned at 6:02 p.m.

**CERTIFICATION**

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, City of Tomball, Texas, a place readily accessible to the general public at all times, on the 6th day of September 2024 by 5:30 PM, and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Kelly Violette  
Executive Director

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

PASSED AND APPROVED this the 12th day of November 2024.

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

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

# Regular Tomball EDC Agenda Item Data Sheet

**Meeting Date:** November 12, 2024

**Topic:**

Special Tomball EDC Meeting of October 8, 2024

**Background:**

**Origination:** Kelly Violette, Executive Director

**Recommendation:**

Approval of the Minutes for the Meeting of October 8, 2024

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

**FUNDING (IF APPLICABLE)**

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

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

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

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

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

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



**Tuesday, October 8, 2024  
11:30 AM**

Notice is hereby given of a meeting of the Tomball Economic Development Corporation, to be held on Tuesday, October 8, 2024 at 11:30 AM, City Hall, 401 Market Street, Tomball, TX 77375, for the purpose of considering the following agenda items. All agenda items are subject to action. The Tomball Economic Development Corporation reserves the right to meet in a closed session for consultation with attorney on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

**THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION OF THE CITY OF TOMBALL, TEXAS, WILL CONDUCT THE MEETING SCHEDULED FOR OCTOBER 8, 2024, 11:30 AM, AT 401 MARKET STREET, TOMBALL, TEXAS, 77375. THIS MEETING AGENDA AND THE AGENDA PACKET ARE POSTED ONLINE AT:**

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

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**A. Call to Order**

Secretary Sumner called the meeting to order at 11:34 a.m.

**PRESENT**

Secretary Bill Sumner  
Member Brock Hendrickson  
Member Jim Engelke  
Member Danny Hudson

Member Latrell Shannon

ABSENT

President Gretchen Fagan

Member Lisa Covington

OTHERS PRESENT

Kelly Violette

Tiffani Wooten

Tori Gleason

McKayley Dannelley

Dallas Deege

Kaela Olson (via Zoom)

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

No public comments were received.

- C. New Business

- 1. Consideration and possible action by Tomball EDC to approve a construction contract with Boatman Construction, LLC for the TEDC office remodel at 29201 Quinn Rd. Suite A, Tomball, Texas 77375. The estimated amount of expenditure is not to exceed \$93,521.00.

Motion made by Member Hudson, Seconded by Member Engelke.

Voting Yea: Secretary Sumner, Member Hudson, Member Shannon, Member Hendrickson, Member Engelke.

The motion carried unanimously.

- D. Adjournment

Motion made by Member Engelke, Seconded by Member Hendrickson.

Voting Yea: Secretary Sumner, Member Hudson, Member Shannon, Member Hendrickson, Member Engelke.

The motion carried unanimously. Meeting adjourned at 11:45 a.m.

**CERTIFICATION**



I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, City of Tomball, Texas, a place readily accessible to the general public at all times, on the 4th day of October 2024 by 11:30 AM, and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Kelly Violette  
Executive Director

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

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

PASSED AND APPROVED this the 12th day of November 2024.

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

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

# Regular Tomball EDC Agenda Item Data Sheet

Meeting Date: November 12, 2024

**Topic:**

Presentation by Bragg Farmer, Finance Director, regarding the Tomball EDC 2023-2024 Fiscal Year End financial statements.

**Background:**

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

**Origination:** Bragg Farmer, Finance Director

**Recommendation:** Presentation item only.

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

**FUNDING (IF APPLICABLE)**

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

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

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

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

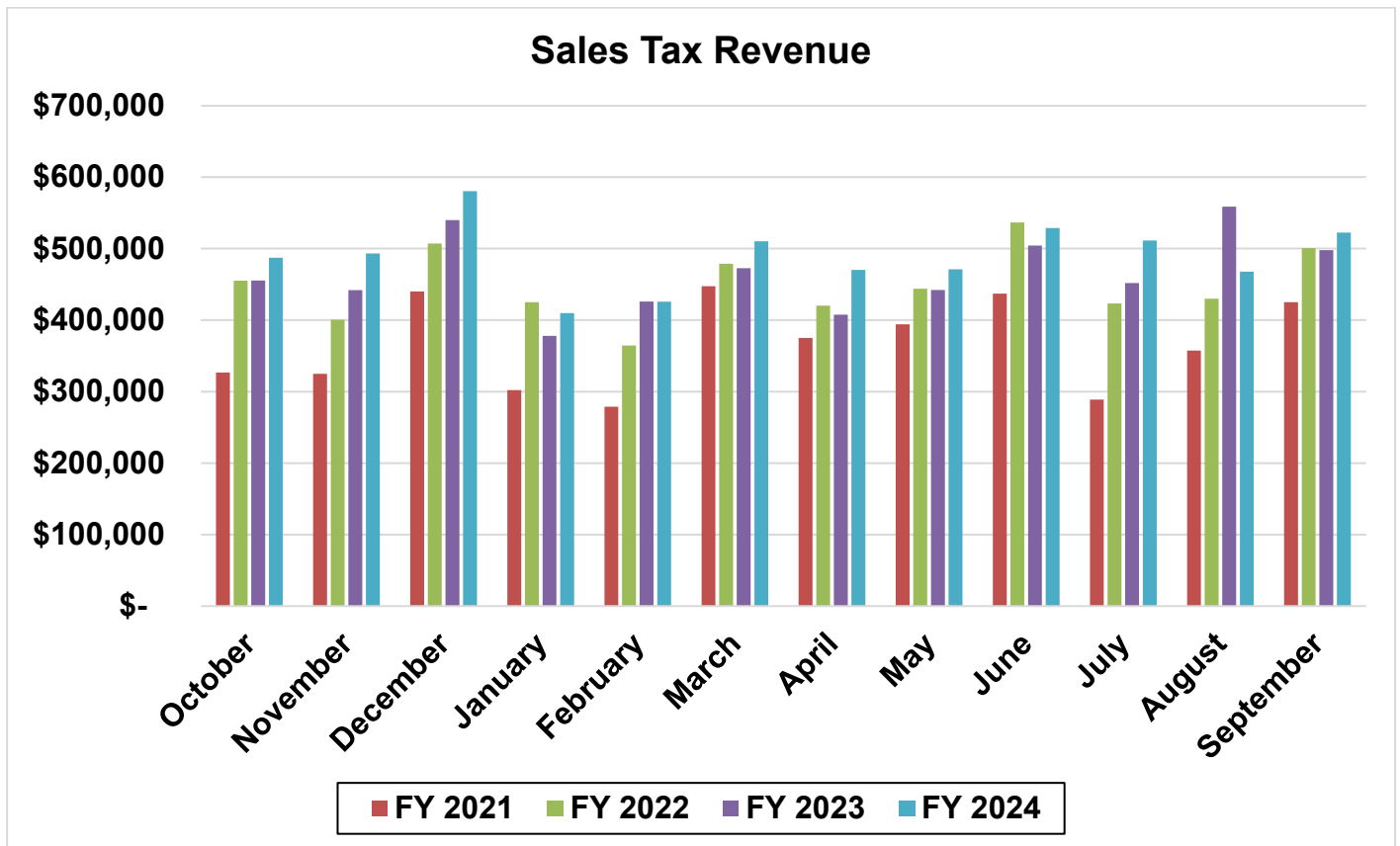
Approved by \_\_\_\_\_  
Executive Director-TEDC Date

# TOMBALL ECONOMIC DEVELOPMENT CORPORATION MEMORANDUM

**TO:** TEDC Board of Directors  
**FROM:** Bragg Farmer  
**SUBJECT:** Financial Information for Quarter Ending September 30, 2024  
**DATE:** November 7, 2024

Attached is the financial information for the quarter ending September 30, 2024 for the Tomball Economic Development Corporation.

Total revenues for the fiscal year were \$7,501,728 which was \$1,651,728 more than the budgeted amount of \$5,850,000. Sales tax revenues were \$5,878,329, which was \$878,329 greater than the budgeted amount of \$5,000,000. Interest income was \$1,301,135, which was \$451,135 more than budgeted amount of \$850,000. For fiscal 2024, sales tax revenues were up 5.4% over the previous year on an accrual basis and interest income was up 23.8% over the previous year.



Total administrative expenses for the fiscal year were \$768,777, which was \$95,008 less than the budgeted amount of \$863,785. Indirect Economic Development expenses for the fiscal year were \$462,357, which was \$581,241 less than the budgeted amount of \$1,043,598.

Included in the financial information is a schedule of active project grants, which assists with tracking of TEDC grant commitments. The schedule is updated as project grants are added, and prior commitments are paid. As of September 30, 2024, the TEDC had outstanding commitments for Board Approved Grants of \$3,811,361.

The Quarterly Investment Report is also included, which lists the details of the TEDC's investment portfolio. As of September 30, 2024, TEDC's cash and cash equivalents totaled over \$25.7 million. Additionally, TEDC held securities with a total market value of \$1.97 million as of September 30, 2024.

**Tomball Economic Development Corporation**  
**Profit & Loss Budget vs. Actual**  
 October 2023 through September 2024

	Oct '23 - Sep 24	Budget	\$ Over Budget	% of Budget
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
Lease Revenue - FBC	27,500.00		27,500.00	100.0%
Lease Revenue - S Live Oak	294,764.37		294,764.37	100.0%
Sales Tax	5,878,329.11	5,000,000.00	878,329.11	117.6%
Interest	1,301,134.88	850,000.00	451,134.88	153.1%
<b>Total Income</b>	<b>7,501,728.36</b>	<b>5,850,000.00</b>	<b>1,651,728.36</b>	<b>128.2%</b>
<b>Gross Profit</b>	<b>7,501,728.36</b>	<b>5,850,000.00</b>	<b>1,651,728.36</b>	<b>128.2%</b>
<b>Expense</b>				
<b>Administrative Expenditures</b>				
<b>Salaries and Benefits</b>				
Salary-Executive Director	175,170.36	178,360.00	-3,189.64	98.2%
Salary- Assistant Director	134,930.93	137,290.00	-2,359.07	98.3%
Salary-Coordinator	79,484.23	80,940.00	-1,455.77	98.2%
Wages-Admin. Asst.	47,356.89	48,087.00	-730.11	98.5%
Overtime	3,640.04	3,000.00	640.04	121.3%
Benefits-Executive Director	64,700.70	68,569.00	-3,868.30	94.4%
Benefits- Assistant Director	56,329.80	59,395.00	-3,065.20	94.8%
Benefits-Coordinator	26,245.33	27,316.00	-1,070.67	96.1%
Benefits-Admin. Asst.	28,600.01	29,528.00	-927.99	96.9%
<b>Total Salaries and Benefits</b>	<b>616,458.29</b>	<b>632,485.00</b>	<b>-16,026.71</b>	<b>97.5%</b>
<b>Other Personnel Expenditures</b>				
Auto Allowance-Exec. Director	10,800.00	10,800.00		100.0%
Auto Allowance-Assistant Dir	6,000.00	6,000.00		100.0%
Phone Allow.-Exec. Dir.	900.00	900.00		100.0%
Phone Allowance- Assistant Dir	900.00	900.00		100.0%
Phone Allowance-Coordinator	900.00	900.00		100.0%
Dues and Subscriptions	13,725.65	13,100.00	625.65	104.8%
Local Travel Expense	438.36	500.00	-61.64	87.7%
Seminar/Conference Registration	8,083.00	18,000.00	-9,917.00	44.9%
Travel and Training	12,774.85	30,000.00	-17,225.15	42.6%
<b>Total Other Personnel Expenditures</b>	<b>54,521.86</b>	<b>81,100.00</b>	<b>-26,578.14</b>	<b>67.2%</b>
<b>Service and Supply Expenditures</b>				
Insurance	26,861.51	30,000.00	-3,138.49	89.5%
Contract Administrative Service	25,000.00	25,000.00		100.0%
Bank Charges & Postage	125.76	3,500.00	-3,374.24	3.6%
Computer Equip. and Maint.	5,980.33	10,000.00	-4,019.67	59.8%
Communications Services	4,843.64	5,200.00	-356.36	93.1%
Legal Fees	3,707.50	40,000.00	-36,292.50	9.3%
Lease Expense-GTACC	27,545.14	26,500.00	1,045.14	103.9%
Office Supplies	3,733.07	10,000.00	-6,266.93	37.3%
<b>Total Service and Supply Expenditures</b>	<b>97,796.95</b>	<b>150,200.00</b>	<b>-52,403.05</b>	<b>65.1%</b>
<b>Total Administrative Expenditures</b>	<b>768,777.10</b>	<b>863,785.00</b>	<b>-95,007.90</b>	<b>89.0%</b>

**Tomball Economic Development Corporation  
Profit & Loss Budget vs. Actual**

October 2023 through September 2024

	Oct '23 - Sep 24	Budget	\$ Over Budget	% of Budget
<b>Indirect Economic Development</b>				
Grow Tomball Initiative	13,900.00	20,000.00	-6,100.00	69.5%
Economic Impact Model License	4,698.00	4,698.00		100.0%
Promotional Items	10,286.86	10,000.00	286.86	102.9%
Printing	2,669.46	6,500.00	-3,830.54	41.1%
Event Sponsorships	23,187.48	29,000.00	-5,812.52	80.0%
Chamber Guide	8,449.00	8,400.00	49.00	100.6%
Marketing	124,766.00	175,000.00	-50,234.00	71.3%
Website and GIS	18,448.17	25,000.00	-6,551.83	73.8%
Professional Services	244,627.47	750,000.00	-505,372.53	32.6%
Miscellaneous	11,324.95	15,000.00	-3,675.05	75.5%
<b>Total Indirect Economic Development</b>	<b>462,357.39</b>	<b>1,043,598.00</b>	<b>-581,240.61</b>	<b>44.3%</b>
<b>City Debt Service</b>				
Medical Complex/Persimmon	222,222.00	222,222.00		100.0%
Business Park Infrastructure	546,012.50	546,013.00	-0.50	100.0%
<b>Total City Debt Service</b>	<b>768,234.50</b>	<b>768,235.00</b>	<b>-0.50</b>	<b>100.0%</b>
<b>Grants, Loans &amp; Other Exp.</b>				
Old Town Projects	1,390.00	1,500,000.00	-1,498,610.00	0.1%
First Baptist Church Expenses	34,831.36		34,831.36	100.0%
South Live Oak Redevelopment	97,608.89	5,000,000.00	-4,902,391.11	2.0%
Old Town Facade Grants- Prior Y	47,552.98	100,000.00	-52,447.02	47.6%
Old Town Facade Grants- Current		250,000.00	-250,000.00	
Business Park Expenses	16,954.82	350,000.00	-333,045.18	4.8%
Sales Tax Reimb.Grants (380)	11,379.35	11,400.00	-20.65	99.8%
Business Imp. Grants- Prior Yr.	116,336.40	250,000.00	-133,663.60	46.5%
Business Imp. Grants- Curr. Yr.	162,120.84	350,000.00	-187,879.16	46.3%
Project Grants	374,032.82	3,500,000.00	-3,125,967.18	10.7%
Property Acquisition	345,756.60	3,000,000.00	-2,654,243.40	11.5%
<b>Total Grants, Loans &amp; Other Exp.</b>	<b>1,207,964.06</b>	<b>14,311,400.00</b>	<b>-13,103,435.94</b>	<b>8.4%</b>
<b>Total Expense</b>	<b>3,207,333.05</b>	<b>16,987,018.00</b>	<b>-13,779,684.95</b>	<b>18.9%</b>
<b>Net Ordinary Income</b>	<b>4,294,395.31</b>	<b>-11,137,018.00</b>	<b>15,431,413.31</b>	<b>-38.6%</b>
<b>Net Income</b>	<b>4,294,395.31</b>	<b>-11,137,018.00</b>	<b>15,431,413.31</b>	<b>-38.6%</b>

**Tomball Economic Development Corporation  
Profit & Loss Prev Year Comparison  
October 2023 through September 2024**

	Oct '23 - Sep 24	Oct '22 - Sep 23	\$ Change	% Change
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
Lease Revenue - GASB 87	0.00	216,562.00	-216,562.00	-100.0%
Lease Revenue - FBC	27,500.00	3,299.60	24,200.40	733.4%
Lease Revenue - S Live Oak	294,764.37	59,312.20	235,452.17	397.0%
Sales of Business Park Property	0.00	3,295,964.00	-3,295,964.00	-100.0%
Sales Tax	5,878,329.11	5,575,734.68	302,594.43	5.4%
Interest	1,301,134.88	1,051,117.54	250,017.34	23.8%
<b>Total Income</b>	<b>7,501,728.36</b>	<b>10,201,990.02</b>	<b>-2,700,261.66</b>	<b>-26.5%</b>
<b>Gross Profit</b>	<b>7,501,728.36</b>	<b>10,201,990.02</b>	<b>-2,700,261.66</b>	<b>-26.5%</b>
<b>Expense</b>				
Lease Expense	0.00	-17,827.00	17,827.00	100.0%
Amortization Expense - Leases	0.00	17,845.00	-17,845.00	-100.0%
<b>Administrative Expenditures</b>				
<b>Salaries and Benefits</b>				
Salary-Executive Director	175,170.36	165,604.73	9,565.63	5.8%
Salary- Assistant Director	134,930.93	127,235.61	7,695.32	6.1%
Salary-Coordinator	79,484.23	75,056.42	4,427.81	5.9%
Wages-Admin. Asst.	47,356.89	44,202.95	3,153.94	7.1%
Overtime	3,640.04	568.65	3,071.39	540.1%
Benefits-Executive Director	64,700.70	62,978.85	1,721.85	2.7%
Benefits- Assistant Director	56,329.80	56,188.35	141.45	0.3%
Benefits-Coordinator	26,245.33	25,984.71	260.62	1.0%
Benefits-Admin. Asst.	28,600.01	29,097.80	-497.79	-1.7%
<b>Total Salaries and Benefits</b>	<b>616,458.29</b>	<b>586,918.07</b>	<b>29,540.22</b>	<b>5.0%</b>
<b>Other Personnel Expenditures</b>				
Auto Allowance-Exec. Director	10,800.00	10,800.00	0.00	0.0%
Auto Allowance-Assistant Dir	6,000.00	6,000.00	0.00	0.0%
Phone Allow.-Exec. Dir.	900.00	900.00	0.00	0.0%
Phone Allowance- Assistant Dir	900.00	900.00	0.00	0.0%
Phone Allowance-Coordinator	900.00	900.00	0.00	0.0%
Dues and Subscriptions	13,725.65	12,144.59	1,581.06	13.0%
Local Travel Expense	438.36	364.48	73.88	20.3%
Seminar/Conference Registration	8,083.00	11,437.50	-3,354.50	-29.3%
Travel and Training	12,774.85	12,507.85	267.00	2.1%
<b>Total Other Personnel Expenditures</b>	<b>54,521.86</b>	<b>55,954.42</b>	<b>-1,432.56</b>	<b>-2.6%</b>
<b>Service and Supply Expenditures</b>				
Insurance	26,861.51	24,898.10	1,963.41	7.9%
Contract Administrative Service	25,000.00	25,000.00	0.00	0.0%
Bank Charges & Postage	125.76	82.29	43.47	52.8%
Computer Equip. and Maint.	5,980.33	9,331.37	-3,351.04	-35.9%
Communications Services	4,843.64	4,527.14	316.50	7.0%
Legal Fees	3,707.50	9,228.50	-5,521.00	-59.8%
Lease Expense-GTACC	27,545.14	26,170.12	1,375.02	5.3%
Office Supplies	3,733.07	6,826.75	-3,093.68	-45.3%
<b>Total Service and Supply Expenditures</b>	<b>97,796.95</b>	<b>106,064.27</b>	<b>-8,267.32</b>	<b>-7.8%</b>
<b>Total Administrative Expenditures</b>	<b>768,777.10</b>	<b>748,936.76</b>	<b>19,840.34</b>	<b>2.7%</b>

**Tomball Economic Development Corporation**  
**Profit & Loss Prev Year Comparison**  
**October 2023 through September 2024**

	Oct '23 - Sep 24	Oct '22 - Sep 23	\$ Change	% Change
<b>Indirect Economic Development</b>				
Grow Tomball Initiative	13,900.00	10,450.00	3,450.00	33.0%
Economic Impact Model License	4,698.00	4,561.00	137.00	3.0%
Promotional Items	10,286.86	4,840.00	5,446.86	112.5%
Printing	2,669.46	4,398.58	-1,729.12	-39.3%
Event Sponsorships	23,187.48	17,353.66	5,833.82	33.6%
Chamber Guide	8,449.00	8,354.00	95.00	1.1%
Area Street Maps	0.00	3,875.00	-3,875.00	-100.0%
Marketing	124,766.00	93,141.00	31,625.00	34.0%
Website and GIS	18,448.17	23,725.00	-5,276.83	-22.2%
Professional Services	244,627.47	356,207.97	-111,580.50	-31.3%
Miscellaneous	11,324.95	6,220.35	5,104.60	82.1%
<b>Total Indirect Economic Development</b>	<b>462,357.39</b>	<b>533,126.56</b>	<b>-70,769.17</b>	<b>-13.3%</b>
<b>City Debt Service</b>				
Medical Complex/Persimmon	222,222.00	222,222.00	0.00	0.0%
Business Park Infrastructure	546,012.50	539,462.50	6,550.00	1.2%
<b>Total City Debt Service</b>	<b>768,234.50</b>	<b>761,684.50</b>	<b>6,550.00</b>	<b>0.9%</b>
<b>Grants, Loans &amp; Other Exp.</b>				
Old Town Projects	1,390.00	0.00	1,390.00	100.0%
First Baptist Church Expenses	34,831.36	3,500.00	31,331.36	895.2%
South Live Oak Redevelopment	97,608.89	80,370.39	17,238.50	21.5%
Depreciation	0.00	316,634.87	-316,634.87	-100.0%
Old Town Facade Grants- Prior Yr	47,552.98	33,469.37	14,083.61	42.1%
Old Town Facade Grants- Current	0.00	20,242.87	-20,242.87	-100.0%
Business Park Expenses	16,954.82	94,790.85	-77,836.03	-82.1%
Sales Tax Reimb.Grants (380)	11,379.35	70,129.55	-58,750.20	-83.8%
Business Imp. Grants- Prior Yr.	116,336.40	211,882.17	-95,545.77	-45.1%
Business Imp. Grants- Curr. Yr.	162,120.84	154,500.67	7,620.17	4.9%
Project Grants	374,032.82	2,051,758.86	-1,677,726.04	-81.8%
Property Acquisition	345,756.60	0.00	345,756.60	100.0%
<b>Total Grants, Loans &amp; Other Exp.</b>	<b>1,207,964.06</b>	<b>3,037,279.60</b>	<b>-1,829,315.54</b>	<b>-60.2%</b>
<b>Total Expense</b>	<b>3,207,333.05</b>	<b>5,081,045.42</b>	<b>-1,873,712.37</b>	<b>-36.9%</b>
<b>Net Ordinary Income</b>	<b>4,294,395.31</b>	<b>5,120,944.60</b>	<b>-826,549.29</b>	<b>-16.1%</b>
<b>Other Income/Expense</b>				
<b>Other Income</b>				
Other Income				
Unrealized Gains/Losses on Inv.	51,594.38	19,112.71	32,481.67	170.0%
Other Income - Other	-893.55	1,742.24	-2,635.79	-151.3%
<b>Total Other Income</b>	<b>50,700.83</b>	<b>20,854.95</b>	<b>29,845.88</b>	<b>143.1%</b>
<b>Total Other Income</b>	<b>50,700.83</b>	<b>20,854.95</b>	<b>29,845.88</b>	<b>143.1%</b>
<b>Net Other Income</b>	<b>50,700.83</b>	<b>20,854.95</b>	<b>29,845.88</b>	<b>143.1%</b>
<b>Net Income</b>	<b>4,345,096.14</b>	<b>5,141,799.55</b>	<b>-796,703.41</b>	<b>-15.5%</b>

**Tomball Economic Development Corporation**  
**Balance Sheet Prev Year Comparison**  
**As of September 30, 2024**

	Sep 30, 24	Sep 30, 23	\$ Change	% Change
<b>ASSETS</b>				
<b>Current Assets</b>				
<b>Checking/Savings</b>				
Wells Fargo, checking	164,239.18	143,987.73	20,251.45	14.1%
TexasCLASS	1,090,368.00	1,032,274.43	58,093.57	5.6%
TexPool	24,446,480.22	19,722,519.68	4,723,960.54	24.0%
<b>Total Checking/Savings</b>	25,701,087.40	20,898,781.84	4,802,305.56	23.0%
<b>Accounts Receivable</b>				
Lease Receivable	712,316.00	712,316.00	0.00	0.0%
Accounts Receivable - Other	828,823.58	654,418.23	174,405.35	26.7%
Accounts Receivable	1,000,484.39	1,066,714.78	-66,230.39	-6.2%
<b>Total Accounts Receivable</b>	2,541,623.97	2,433,449.01	108,174.96	4.5%
<b>Other Current Assets</b>				
Lease Interest Receivable	2,417.00	2,417.00	0.00	0.0%
Investment Securities	1,973,221.90	2,586,627.52	-613,405.62	-23.7%
<b>Total Other Current Assets</b>	1,975,638.90	2,589,044.52	-613,405.62	-23.7%
<b>Total Current Assets</b>	30,218,350.27	25,921,275.37	4,297,074.90	16.6%
<b>Fixed Assets</b>				
Right-To-Use Lease - Accum Dep	-35,689.00	-35,689.00	0.00	0.0%
Right-To-Use Lease Bldgs/Impr	37,176.00	37,176.00	0.00	0.0%
<b>Buildings and Improvements</b>				
Accumulated Depreciation	-842,228.25	-842,228.25	0.00	0.0%
Buildings and Improvements - Other	8,451,365.90	8,421,415.90	29,950.00	0.4%
<b>Total Buildings and Improvements</b>	7,609,137.65	7,579,187.65	29,950.00	0.4%
Land	3,605,455.52	3,605,455.52	0.00	0.0%
<b>Total Fixed Assets</b>	11,216,080.17	11,186,130.17	29,950.00	0.3%
<b>Other Assets</b>				
Property Reserves	500.00	0.00	500.00	100.0%
Leasing Commissions	16,401.51	0.00	16,401.51	100.0%
<b>Total Other Assets</b>	16,901.51	0.00	16,901.51	100.0%
<b>TOTAL ASSETS</b>	<b>41,451,331.95</b>	<b>37,107,405.54</b>	<b>4,343,926.41</b>	<b>11.7%</b>



**Tomball Economic Development Corporation**  
**Balance Sheet Prev Year Comparison**  
**As of September 30, 2024**

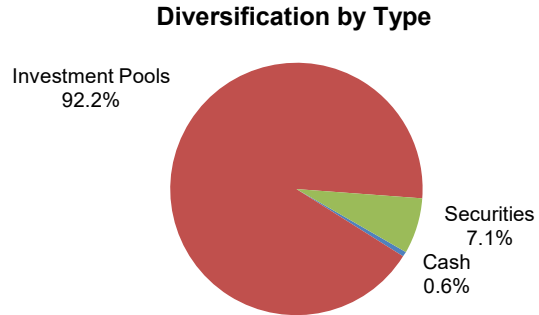
	Sep 30, 24	Sep 30, 23	\$ Change	% Change
<b>LIABILITIES &amp; EQUITY</b>				
<b>Liabilities</b>				
<b>Current Liabilities</b>				
<b>Accounts Payable</b>				
Accounts Payable	286,753.41	287,923.14	-1,169.73	-0.4%
<b>Total Accounts Payable</b>	286,753.41	287,923.14	-1,169.73	-0.4%
<b>Other Current Liabilities</b>				
Lease Liability	1,505.00	1,505.00	0.00	0.0%
Refundable Deposit	10,869.00	10,869.00	0.00	0.0%
<b>Total Other Current Liabilities</b>	12,374.00	12,374.00	0.00	0.0%
<b>Total Current Liabilities</b>	299,127.41	300,297.14	-1,169.73	-0.4%
<b>Long Term Liabilities</b>				
Deferred Inflows - Leases	676,887.00	676,887.00	0.00	0.0%
<b>Total Long Term Liabilities</b>	676,887.00	676,887.00	0.00	0.0%
<b>Total Liabilities</b>	976,014.41	977,184.14	-1,169.73	-0.1%
<b>Equity</b>				
<b>Fund Balance</b>				
Board Approved Grants	3,811,360.85	1,786,746.95	2,024,613.90	113.3%
Fund Balance - Other	32,068,025.89	28,950,840.24	3,117,185.65	10.8%
<b>Total Fund Balance</b>	35,879,386.74	30,737,587.19	5,141,799.55	16.7%
<b>Retained Earnings</b>	250,834.66	250,834.66	0.00	0.0%
<b>Net Income</b>	4,345,096.14	5,141,799.55	-796,703.41	-15.5%
<b>Total Equity</b>	40,475,317.54	36,130,221.40	4,345,096.14	12.0%
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>41,451,331.95</b>	<b>37,107,405.54</b>	<b>4,343,926.41</b>	<b>11.7%</b>

**TOMBALL ECONOMIC DEVELOPMENT CORPORATION**  
**ACTIVE PROJECT GRANTS (BOARD APPROVED GRANTS)**  
**AS OF SEPTEMBER 30, 2024**

GRANTEE	APPROVED			ADDITIONS/DELETIONS		PAID		REMAINING AMOUNT
	DATE	AMOUNT	EXPIRATION DATE	DATE	AMOUNT	DATE	AMOUNT	
Dancing Falls Development, LLC	11/14/2017	50,925.00				1/14/2020	15,277.50	
						3/5/2021	5,092.50	
						9/1/2021	12,731.25	
						3/22/2022	5,092.50	12,731.25
						12/14/2022	105,646.82	81,053.18
ARC Management, LLC	5/15/2018	186,700.00						84,894.00
Houston Poly Bag I, Ltd	5/28/2020	84,894.00	8/3/2024					25,136.00
The Hutson Group	1/12/2021	48,800.00	3/9/2023			2/28/2023	23,664.00	105,100.00
GK Hospitality Development, LLC	11/9/2021	105,100.00	7/16/2025					580,864.00
Project Hanks/Macy's Inc.	1/11/2022	580,864.00	3/20/2027					4,450.00
Persimmon Global Logistics	1/10/2023	16,920.00	3/11/2025			9/26/2023	12,470.00	122,722.00
Hufsmith-Kohrville Business Park, LLC	1/10/2023	122,722.00	9/11/2024					426,639.00
Church Holdings, Inc.	1/10/2023	426,639.00	9/11/2024					-
The Garza Agency	9/12/2023	10,000.00	11/11/2024	9/30/2024	(10,000.00)			8,820.00
T & R Harmon, LLC DBA Craving Kernels	11/14/2023	8,820.00	1/18/2025					64,721.00
First Community Credit Union	11/14/2023	64,721.00	7/18/2025					522,000.00
IC Star Solar (USA), LLC	11/14/2023	522,000.00	1/18/2029					102,459.00
Headquarters TOO, LLC	11/14/2023	102,459.00	7/18/2025					8,880.00
LOMA Health & Wellness, PLLC	1/23/2024	8,880.00	3/19/2025					10,000.00
Della Casa Pasta LLC	1/23/2024	10,000.00	3/19/2025					31,170.42
Billiard Factory, Inc.	1/23/2024	95,909.00	3/19/2027			5/14/2024	64,738.58	1,188,834.00
City of Tomball - Alleyway Amenities	1/23/2024	1,188,834.00						-
Summer Youth Employment Program	1/23/2024	40,000.00		9/30/2024	(15,300.00)	9/30/2024	24,700.00	
Sylvia's Wood Fire Pizza, LLC	3/5/2024	10,000.00	5/24/2025					10,000.00
WR Transformers, Inc.	3/5/2024	12,072.00	5/24/2026					12,072.00
Keep It Simple and Pink, LLC	5/14/2024	10,000.00	7/9/2025					10,000.00
TCG Capital, LLC	5/14/2024	26,750.00	1/9/2026					26,750.00
RSC Riverside Construction, LLC	8/13/2024	101,870.00	4/8/2026					101,870.00
Red Grip, LLC	8/13/2024	15,195.00	4/8/2026					15,195.00
Metal Zinc Manufacturing, LLC	8/13/2024	80,000.00	10/8/2026					80,000.00
Walsh Alliance, LLC dba Walsh & Albert Company, Ltd	8/13/2024	165,000.00	10/8/2026					165,000.00
Kara Miles Hair (KMH Studio), LLC	9/10/2024	10,000.00	11/5/2025					10,000.00
<b>Total</b>		<b>\$ 4,106,074.00</b>			<b>\$ (25,300.00)</b>		<b>\$ 269,413.15</b>	<b>\$ 3,811,360.85</b>

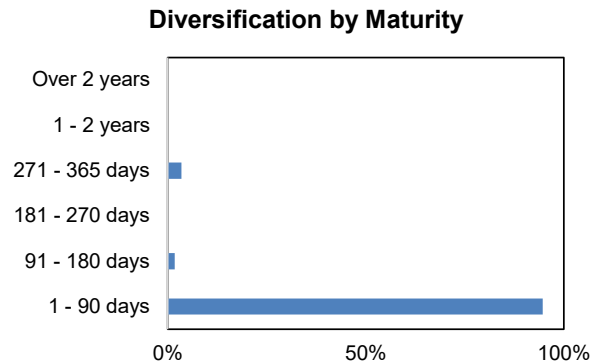
## TOMBALL ECONOMIC DEVELOPMENT CORPORATION QUARTERLY INVESTMENT REPORT September 30, 2024

	Market Value		
	6/30/2024	9/30/2024	Change
Cash	\$ 191,159	\$ 178,923	\$ (12,236)
Investment Pools	22,764,226	25,536,848	2,772,622
Securities	3,199,089	1,973,222	(1,225,867)
<b>Total Portfolio</b>	<b>\$ 26,154,474</b>	<b>\$ 27,688,993</b>	<b>\$ 1,534,519</b>



Safety of principal is the first priority of any Public investing portfolio. The Tomball Economic Development Corporation invests in securities of federal, state and local governments, and investment pools. These investments are in securities with a rating of A-1/P-1 or higher and pools with Standard & Poor's highest rating of AAAm.

	Current Market Value	Percent Portfolio
1 - 90 days	\$ 26,215,771	95%
91 - 180 days	495,591	2%
181 - 270 days	-	0%
271 - 365 days	977,631	4%
1 - 2 years	-	0%
Over 2 years	-	0%
<b>Total Portfolio</b>	<b>\$ 27,688,993</b>	



Ensuring adequate liquidity is available to cover all expenditures is the second priority of any public investing program. The Tomball Economic Development Corporation staff forecasts cash flow and matches the maturity of investments with future cash needs. A portion of funds are kept in overnight investments as a buffer for any unexpected expenditures. These overnight investments (TexPool, Texas CLASS) have been performing according to market in terms of yield as well as providing liquidity.

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

***Bragg Farmer***

Bragg Farmer  
Finance Director

**TOMBALL ECONOMIC DEVELOPMENT CORPORATION  
INVESTMENTS IN SECURITIES  
9/30/2024**

SECURITY DESCRIPTION	CUSIP NUMBER	MATURITY DATE	COUPON YIELD	PAR VALUE	MARKET VALUE	DAYS AFTER 09/30/24	INDIVIDUAL MARKET VALUE/TOTAL	WAM DAYS x PERCENT	Callable
1 Texas State TXBL- Pub Fin Auth	882724GV3	10/1/2024	3.225%	\$ 500,000	\$ 500,000	1	25.34%	0	N
2 Texas St TXBL-Public Finance Auth Lease	882669CP7	2/1/2025	2.000%	\$ 500,000	\$ 495,591	124	25.12%	31	N
3 Federal Home Loan Bank	3130AMTK8	6/30/2025	1.000%	\$ 1,000,000	\$ 977,631	273	49.54%	135	Y
<b>TOTAL</b>				<b>2.075%</b>	<b>\$ 2,000,000</b>	<b>\$ 1,973,222</b>	<b>133</b>	<b>100.00%</b>	<b>167</b>

**TOMBALL ECONOMIC DEVELOPMENT CORPORATION  
CASH AND CASH EQUIVALENTS**

September 30, 2024

<b>FUNDS</b>	<b>CASH AND CASH EQUIVALENTS</b>				<b>INVESTMENTS</b>	
<b>MAJOR FUNDS</b>	<b>TEXAS CLASS</b>	<b>TEXPOOL</b>	<b>OPERATING ACCOUNTS</b>	<b>TOTAL CASH AND CASH EQUIVALENTS</b>	<b>TOTAL INVESTMENTS</b>	<b>TOTAL CASH, CASH EQUIVALENTS AND INVESTMENTS</b>
General	\$ 1,090,368	\$ 24,446,480	\$ 178,923	\$ 25,715,771	\$ 1,973,222	\$ 27,688,993
<b>TOTAL</b>	<b>\$ 1,090,368</b>	<b>\$ 24,446,480</b>	<b>\$ 178,923</b>	<b>\$ 25,715,771</b>	<b>\$ 1,973,222</b>	<b>\$ 27,688,993</b>

## Business Improvement Grant Program

<b>Fiscal 2023-2024</b>	<b>Project Amount</b>		<b>TEDC Grant</b>	<b>Date Approved</b>	<b>Date Funded</b>	<b>Amount Funded</b>	<b>\$350,000.00</b>
Beefy Marketing	\$5,295.00	Signage	\$2,500.00	10/2/2023			\$347,500.00
403 Eats (mural)	\$17,550.00	Façade	\$8,775.00	10/4/2023	12/19/2023	\$6,235.00	\$338,725.00
Tejas Chocolate and Barbecue	\$136,108.00	Façade	\$10,000.00	10/11/2023	1/16/2024	\$10,000.00	\$328,725.00
Tejas Chocolate and Barbecue	\$29,000.00	Property	\$10,000.00	10/11/2023	1/16/2024	\$10,000.00	\$318,725.00
GREVIS Properties	\$18,476.65	Property	\$9,238.33	10/17/2023	11/7/2023	\$8,961.14	\$309,486.67
Lawrence Street Health Care Center - REVISI	\$21,000.00	Façade	\$10,000.00	5/20/2024			\$299,486.67
Lawrence Street Health Care Center	\$7,850.00	Landscape	\$3,925.00	5/20/2024			\$295,561.67
First Community Credit Union	\$59,537.50	Property	\$10,000.00	10/23/2023			\$285,561.67
Holderrieth Commercial Properties	\$11,740.22	Property	\$5,870.11	10/23/2023			\$279,691.56
CKM Properties	\$1,000.00	Signage	\$500.00	10/30/2023	12/21/2023	\$500.00	\$279,191.56
SanRon Investments, LLC	\$20,000.00	Landscaping	\$10,000.00	11/13/2023	8/20/2024	\$10,000.00	\$269,191.56
The Weird Sister, LLC	\$18,803.00	Façade	\$9,401.50	11/16/2023	2/27/2024	\$7,848.00	\$259,790.06
The Weird Sister, LLC	\$16,586.80	Property	\$8,293.40	11/16/2023	2/27/2024	\$8,293.40	\$251,496.66
The Weird Sister, LLC	\$9,897.59	Signage	\$2,500.00	11/16/2023	2/27/2024	\$2,500.00	\$248,996.66
Hee Haw's	\$9,747.00	Landscaping	\$4,873.50	11/20/2023	1/9/2024	\$4,673.50	\$244,123.16
Cheers	\$7,968.00	Property	\$3,984.00	11/20/2023	1/9/2024	\$3,984.00	\$240,139.16
Pecos Grilling	\$20,413.00	Landscaping	\$10,000.00	12/21/2023	2/13/2024	\$10,000.00	\$230,139.16
Paradigm Brewing Co.	\$2,006.97	Landscaping	\$1,003.48	1/4/2024	1/16/2024	\$1,003.48	\$229,135.68
Della Casa Pasta	\$48,650.00	Signage	\$2,500.00	1/11/2024			\$226,635.68
Billiard Factory	\$45,994.24	Landscaping	\$10,000.00	1/19/2024	5/14/2024	\$10,000.00	\$216,635.68
Paradigm Brewing Co.	\$3,100.00	Property	\$1,550.00	1/26/2024	2/20/2024	\$1,550.00	\$215,085.68
Houston Motor & Control, Inc	\$11,795.37	Signage	\$1,000.00	2/2/2024			\$214,085.68
Coats Orthodontics	\$2,950.00	Property	\$1,475.00	2/8/2024	3/5/2024	\$575.00	\$212,610.68
Graze	\$2,683.66	Façade	\$1,341.83	2/9/2024	2/27/2024	\$1,341.83	\$211,268.85
LOMA Health & Wellness	\$1,350.00	Signage	\$675.00	2/19/2024	3/26/2024	\$675.00	\$210,593.85
BlackBird RV/Acadia Holdings	\$5,326.81	Façade	\$2,663.41	3/1/2024	8/20/2024	\$2,594.19	\$207,930.44
Graze	\$1,525.00	Landcaping	\$381.25	3/7/2024	3/26/2024	\$381.25	\$207,549.19
Bill Moffett Productions, Inc	\$2,900.00	Landscaping	\$1,450.00	3/13/2024	6/11/2024	\$1,450.00	\$206,099.19
Coats Orthodontics	\$13,030.00	Property	\$6,515.00	3/28/2024	7/16/2024	\$4,925.00	\$199,584.19
					8/6/2024	\$1,590.00	
Coats Orthodontics	\$6,250.00	Landscape	\$3,125.00	3/28/2024	5/7/2024	\$1,475.00	\$196,459.19
Coats Orthodontics	\$1,070.00	Landscape	\$535.00	4/8/2024			\$195,924.19
Ella's Garden	\$25,000.00	Property	\$10,000.00	4/8/2024		\$10,000.00	\$185,924.19
Ella's Garden	\$36,300.00	Façade	\$10,000.00	4/8/2024		\$10,000.00	\$175,924.19
Ella's Garden	\$20,000.00	Landscape	\$10,000.00	4/8/2024		\$9,377.50	\$165,924.19
Blisslicious Shakes & Teas	\$3,837.00	Signage	\$1,000.00	4/11/2024	6/18/2024	\$548.83	\$164,924.19
403 Eats	\$2,365.97	Property	\$1,182.99	4/17/2024	5/14/2024	\$1,182.99	\$163,741.20

Parrot Properties	\$10,262.50	Façade	\$5,131.25	4/17/2024	6/25/2024	\$5,131.25	\$158,609.95
Parrot Properties	\$1,623.75	Landscaping	\$811.87	4/17/2024	6/25/2024	\$811.87	\$157,798.08
Texas Star Gymnastics	\$6,842.08	Property	\$3,421.04	4/25/2024	9/3/2024	\$2,248.59	\$154,377.04
Keep It Simple & Pink, LLC	\$1,633.03	Signage	\$816.52	5/15/2024	6/18/2024	\$816.52	\$153,560.52
Keep It Simple & Pink, LLC	\$10,825.00	Landscaping	\$5,412.50	5/23/2024	8/27/2024	\$5,412.50	\$148,148.02
KJ FIVE, LLC	\$13,000.00	Property	\$6,500.00	5/29/2024	6/25/2024	\$6,035.00	\$141,648.02
GREVIS Properties, LLC	\$17,049.38	Signage	\$2,500.00	5/31/2024			\$139,148.02
Victory Pie Company, LLC	\$9,500.00	Façade	\$4,750.00	7/2/2024			\$134,398.02
Victory Pie Company, LLC	\$650.00	Signage	\$325.00	7/2/2024			\$134,073.02
Red Grip, LLC	\$44,000.00	Property	\$10,000.00	8/9/2024			\$124,073.02
The Hutson Group - 108 S Poplar	\$6,000.00	Property	\$3,000.00	8/9/2024	10/11/2024	\$3,000.00	\$121,073.02
The Hutson Group - 108 S Pine	\$8,800.00	Property	\$4,400.00	8/9/2024	10/22/2024	\$2,250.00	\$116,673.02
The Hutson Group - 108 S Pine	\$1,500.00	Landscaping	\$750.00	8/9/2024	10/22/2024	\$750.00	\$115,923.02
Aloha Nails and Spa	\$10,200.00	Property	\$5,100.00	8/9/2024			\$110,823.02
Aloha Nails and Spa	\$9,185.01	Landscaping	\$4,592.50	8/9/2024			\$106,230.52
Hillwood Family Dental	\$7,739.88	Landscaping	\$3,869.94	9/24/2024			\$102,360.58
Fakhri Retina, PLLC	\$1,732.00	Signage	\$866.00	9/24/2024	10/8/2024	\$750.00	\$101,494.58
TCG Capital, LLC	\$40,000.00	Property	\$10,000.00	9/24/2024			\$91,494.58
TCG Capital, LLC	\$25,000.00	Landscaping	\$10,000.00	9/24/2024			\$81,494.58

\$708,343.52

\$268,505.42

# Old Town Façade Improvement Grant Program

<b>Fiscal 2023-2024</b>	<b>Project Amount</b>	<b>Score</b>	<b>TEDC Grant</b>	<b>Date Approved</b>	<b>Date Funded</b>	<b>Amount Funded</b>	<b>\$250,000.00</b>
Twisted Roots Salon	\$45,585.06	34	\$22,792.53	8/19/2024		\$227,207.47	



# Regular Tomball EDC

## Agenda Item

### Data Sheet

**Meeting Date:** November 12, 2024

**Topic:**

Consideration and possible action by Tomball EDC to approve, as a Project of the Corporation, an agreement with NIVIS SERIES, LLC to make direct incentives to, or expenditures for, assistance with infrastructure costs required or suitable for the promotion of new or expanded business enterprise related to the construction of a commercial office/retail development to be located at 424 Holderrieth Blvd, Tomball, Texas 77375. The estimated amount of expenditures for such Project is \$34,170.00

- Public Hearing

**Background:**

The Tomball Economic Development Corporation has received a request from Tam Doung, Owner, NIVIS SERIES, LLC, for assistance with infrastructure costs related to the construction of a commercial office/retail space on approximately .9995 acres located at 424 Holderrieth Blvd, Tomball, Texas 77375.

The development will consist of two standalone buildings, totaling 10,350 square feet. The first building will be an approximately 4,000 square-foot two-story structure consisting of a 2,300 sq. ft. coffee shop and 1,700 sq. ft. of small office/conference space. The second building will be 6,300 sq. ft. and contain 5 retail/office spaces. Each space will have approximately 1,260 sq. ft. per tenant. The projected capital investment for the project is \$3,698,658.00.

The eligible infrastructure improvements include water, sanitary sewer, storm drainage, electric and gas utilities, and related site improvements totaling approximately \$341,700.00.

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

An economic impact analysis is included with the agreement to show the impact of this project of Tomball's economy. Per the analysis, the 5-year net benefit of this project on Tomball's economy is \$116,293.00.

If the agreement between the TEDC and NIVIS SERIES, LLC is approved as a Project of the Corporation, the grant funding amount will not exceed \$34,170.00, based on 10% of the actual expenditures for the eligible infrastructure improvements.

**Origination:** Tam Doung, Owner, NIVIS SERIES, LLC

**Recommendation:** Staff recommends approval of the Performance Agreement with NIVIS SERIES, LLC

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

**FUNDING (IF APPLICABLE)**

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

Yes:  No:

If yes, specify Account Number: # Project Grants \_\_\_\_\_

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

To account # \_\_\_\_\_

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

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

NIVIS SERIES LLC  
424 Holderrieth Blvd  
Tomball, TX 77375

Date: October 02, 2024

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

RE: Cuppo Office Building – Request for Grant

To Whom It May Concern:

My name is Tam Duong, the owner of NIVIS SERIES LLC. I would like to formally request a grant and seek assistance for the infrastructure and site construction costs to build a 10,350 sqft commercial building locating right in the heart of Tomball medical center. This commercial site will be built out with a 2,300 sqft community coffee shop with a built-in 1,750 sqft small office/conference spaces for working remotely, hosting meetings/events, and other business needs for corporate citizens as well as medical professionals nearby with meeting/conference needs. Additionally, I will also build a 6,300 retail space building for office leases for small businesses or other medical facility needs.

### **Overview Project**

As we have successfully managed a coffee shop boutique for five years in the City of Jersey Village where our concept was to bring a city-like specialty coffee shop to the suburb area. We would like to bring our own success story and implement this proven concept in the City of Tomball. We plan to build a 2,300sqft coffee shop boutique with a 1,700 sqft built-in office/conference open spaces to allow young professionals, students, working from home populations to find their nooks locally and nearby in Tomball without driving a distance. The office/conference space will be on the 2<sup>nd</sup> floor of the coffee shop with a private entrance sharing an open ceiling with the coffee shop. This will create a unique “coffee shop effect” office setting which will make it convenient for customers to host private meetings, office events, workshops, and remote working needs while grabbing their coffee/lunch.

In addition to the anchor coffee/office building, I will also build an additional 6,300 sqft retail space with 5 spaces, each space will have approximately 1,260 sqft. Potential tenants are medical related tenants and small business offices. The parking lot will have 51 parking spots with a potential installation of electrical ports for electrical vehicles. The location of our building strategically sits in the heart of Tomball medical center with steps away from Lone Star Community College. Having a community coffee shop with office built-in, I strongly believe that our business fits perfectly the unmet need of having a quick bite café while providing offsite office spaces for medical and corporate professional nearby. With a continuous tremendous growth of development in Tomball, the development of this site will bring great economic values to the city.

**Project Cost and Timing**

	<b>Cost</b>
<b>1 acre land</b>	<b>\$600,000</b>
<b>Sitework and Building Cost</b>	<b>\$2,168,189</b>
<b>Generation Conditions</b>	<b>\$108,469</b>
<b>Insurance &amp; Fees</b>	<b>\$170,000</b>
<b>Contingencies</b>	<b>152,000</b>
<b>Interior Build Out</b>	<b>\$500,000</b>
<b>Total Project Cost (Estimated)</b>	<b>\$3,698,658</b>

The construction is estimated to start beginning of 2025 and completed by 4Q 2025

**Benefits to Tomball**

We are excited to bring this development to the City of Tomball and strongly believe that this commercial and community specialty coffee shop building will provide tremendous economic as well as culture benefits who Tomball. The benefits to Tomball include:

1. Fulfill the gap to provide a coffee shop / office spaces for medical professionals in Tomball
2. Create additional jobs for young full-time workers, part-time students, and the community
3. Create collaborative partnerships with other small businesses to cater complimentary products at our coffee shop to support our local business.
4. Increase new and additional traffic for newcomers to Tomball for students, young professionals, and other work-from-home corporate citizens
5. Increase property tax revenue to the City and Tomball ISD schools
6. Increase onsite office spaces for the work-from-home/work-from-anywhere to bring in more other business demands
7. Provide flexible/non-typical meeting spaces or corporate events for corporates/hospital nearby
8. Provide HCA Houston Healthcare Medical Center more options to fulfill a gap in bringing easy access to breakfast/food/coffee establishments nearby
9. Provide additional retail spaces for lease for all business and medical needs in Tomball which in return bring additional revenue to the City of Tomball.

All the Best,

Tam Duong

NIVIS SERIES LLC

Email: [tduong@nivisco.com](mailto:tduong@nivisco.com) or [info@cuppocoffee.com](mailto:info@cuppocoffee.com)



# CUPPO - Tomball - Impact Report

Scenario 1 with Client Data

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	6.9	<b>36.9</b>
Annual Salaries/Wages at Full Ops (Yr 5)	\$1,640,933	\$890,235	<b>\$2,531,169</b>
Salaries/Wages over 10 Years	\$5,094,262	\$2,763,726	<b>\$7,857,988</b>
Taxable Sales/Purchases in City of Tomball	\$1,756,566	\$34,547	<b>\$1,791,113</b>

Totals may not sum due to rounding

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

SUMMARY OF POPULATION IMPACT OVER 10 YEARS IN CITY OF TOMBALL			
IMPACT	DIRECT	SPIN-OFF	TOTAL
Workers who will move to City of Tomball	0.8	0.2	<b>1.0</b>
New residents in City of Tomball	2.1	0.5	<b>2.6</b>
New residential properties constructed in City of Tomball	0.1	0.0	<b>0.1</b>
New students to attend local school district	0.4	0.1	<b>0.5</b>

Totals may not sum due to rounding

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

SUMMARY OF TAXABLE PROPERTY OVER THE FIRST 10 YEARS IN CITY OF TOMBALL							
YR.	NEW RESIDENTIAL PROPERTY	LAND	BUILDINGS...	FF&E	INVENTORIES	NON-RESIDENTIAL PROPERTY	TOTAL PROPERTY
1	\$11,631	\$550,000	\$2,601,821	\$200,000	\$200,000	\$3,551,821	<b>\$3,563,452</b>
2	\$17,796	\$1,155,000	\$2,862,501	\$230,000	\$220,000	\$4,467,501	<b>\$4,485,297</b>
3	\$24,202	\$1,819,620	\$3,144,549	\$255,000	\$242,000	\$5,461,169	<b>\$5,485,371</b>
4	\$30,858	\$2,548,854	\$3,450,221	\$275,000	\$266,200	\$6,540,275	<b>\$6,571,132</b>
5	\$37,770	\$3,348,100	\$3,781,429	\$290,000	\$292,820	\$7,712,349	<b>\$7,750,119</b>
6	\$38,525	\$3,415,062	\$3,857,057	\$250,000	\$0	\$7,522,119	<b>\$7,560,645</b>
7	\$39,296	\$3,483,363	\$3,934,198	\$210,000	\$0	\$7,627,562	<b>\$7,666,858</b>
8	\$40,082	\$3,553,031	\$4,012,882	\$170,000	\$0	\$7,735,913	<b>\$7,775,995</b>
9	\$40,883	\$3,624,091	\$4,093,140	\$130,000	\$0	\$7,847,231	<b>\$7,888,115</b>
10	\$41,701	\$3,696,573	\$4,175,003	\$110,000	\$0	\$7,981,576	<b>\$8,023,277</b>

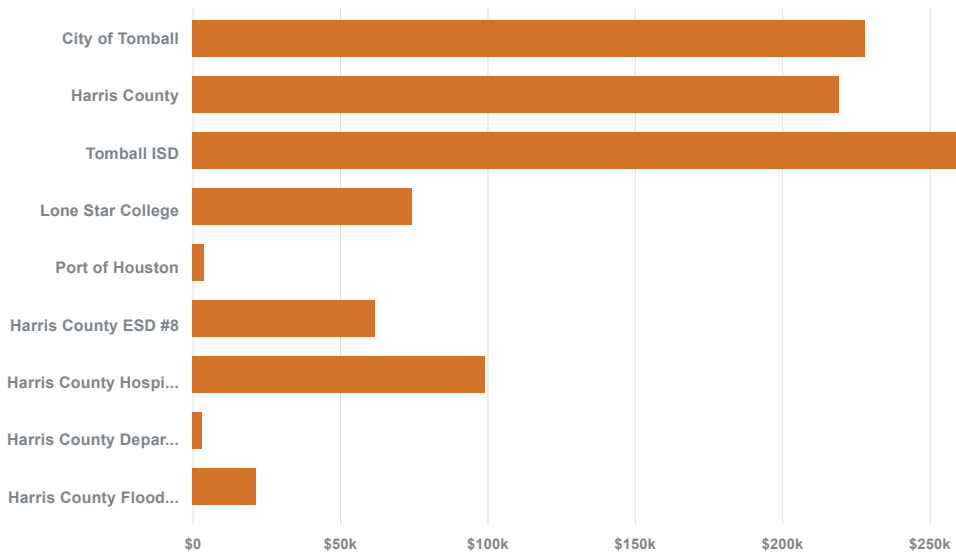
## Fiscal Impact Overview

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

FISCAL NET BENEFITS OVER THE NEXT 10 YEARS				
	BENEFITS	COSTS	NET BENEFITS	PRESENT VALUE*
City of Tomball	\$512,749	(\$284,717)	\$228,031	\$176,024
Harris County	\$263,157	(\$43,738)	\$219,419	\$164,591
Tomball ISD	\$712,590	(\$450,191)	\$262,399	\$196,670
Lone Star College	\$74,309	\$0	\$74,309	\$55,670
Port of Houston	\$3,964	\$0	\$3,964	\$2,970
Harris County ESD #8	\$62,029	\$0	\$62,029	\$46,470
Harris County Hospital District	\$99,053	\$0	\$99,053	\$74,207
Harris County Department of Education	\$3,315	\$0	\$3,315	\$2,483
Harris County Flood Control	\$21,443	\$0	\$21,443	\$16,065
<b>Total</b>	<b>\$1,752,608</b>	<b>(\$778,646)</b>	<b>\$973,962</b>	<b>\$735,151</b>

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

Net Benefits Over the Next 10 Years

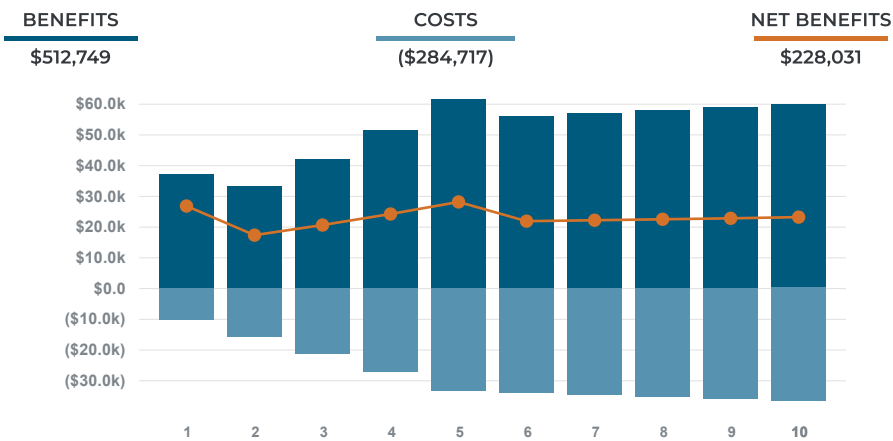


### City of Tomball Fiscal Impact

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

NET BENEFITS OVER 10 YEARS: CITY OF TOMBALL			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Sales Taxes	\$33,858	\$1,964	\$35,822
Real Property Taxes	\$185,104	\$0	\$185,104
FF&E Property Taxes	\$6,218	\$0	\$6,218
Inventory Property Taxes	\$3,581	\$0	\$3,581
New Residential Property Taxes	\$0	\$947	\$947
Hotel Occupancy Taxes	\$233	\$0	\$233
Building Permits and Fees	\$0	\$0	\$0
Utility Revenue	\$164,269	\$13,359	\$177,628
Utility Franchise Fees	\$9,434	\$764	\$10,199
Miscellaneous Taxes and User Fees	\$86,019	\$6,997	\$93,016
<b>Benefits Subtotal</b>	<b>\$488,717</b>	<b>\$24,032</b>	<b>\$512,749</b>
COSTS	PROJECT	HOUSEHOLDS	TOTAL
Cost of Government Services	(\$82,412)	(\$6,684)	(\$89,096)
Cost of Utility Services	(\$180,918)	(\$14,703)	(\$195,621)
<b>Costs Subtotal</b>	<b>(\$263,330)</b>	<b>(\$21,387)</b>	<b>(\$284,717)</b>
<b>Net Benefits</b>	<b>\$225,387</b>	<b>\$2,644</b>	<b>\$228,031</b>

Annual Fiscal Net Benefits for City of Tomball





**AGREEMENT**

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

This Agreement (the “Agreement”) is made and entered into by and between the **Tomball Economic Development Corporation**, an industrial development corporation created pursuant to Tex. Rev. Civ. Stat. Ann. Art. 5190.6, Section 4B, located in Harris County, Texas (the “TEDC”), and **NIVIS SERIES, LLC.** (the “Company”), 17511 Stamford Oaks Drive, Tomball, TX 77377.

**WITNESSETH:**

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

**WHEREAS**, the Company proposes to develop a .9995-acre tract of land within the City, located at 424 Holderrieth Blvd., Tomball, Texas 77375 (the “Property”), more particularly described in Exhibit “A,” attached hereto and made a part hereof; and

**WHEREAS**, the Company plans to expend over Three Million Dollars (\$3,000,000) to construct a 4,000 square-foot and a 6,300 square-foot commercial building and related site improvements (the “Improvements”) on the site, more particularly described in Exhibit “B,” attached hereto and made a part hereof; and

**WHEREAS**, the Board of Directors of the TEDC has determined that the Project will stimulate growth and development, and will promote new and expanded business development in the City and the surrounding area; and

**WHEREAS**, the TEDC agrees to provide to the Company the sum of Thirty-Four Thousand One Hundred and Seventy Dollars (\$34,170.00), or an amount equal to up to ten percent (10%) of actual construction costs if less than the sum stated above, to assist in the construction of infrastructure necessary to promote and develop new business enterprises on the Property. The infrastructure found by the Board of Directors of TEDC to be required to develop the Property are certain drainage facilities and related improvements, site improvements, water, sanitary sewer, gas, and electric utilities to the exterior of the buildings (the “Infrastructure Improvements”), identified and described in Exhibit “C,” attached hereto and made a part hereof; and

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

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

1.

The Company covenants and agrees that it will construct and maintain on the Property a 4,000 square-foot and a 6,300 square-foot commercial building (the “Improvements”) identified and described in Exhibit “B,” attached hereto and made a part hereof. In conjunction with the development of the Property, the Company further agrees to construct the Improvements contemplated by this Agreement, in accordance with the requirements of the ordinances of the

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

2.

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

3.

This Agreement shall become enforceable upon the Effective Date and shall remain in effect for five (5) years, unless terminated or cancelled earlier (the “Term”).

4.

By the end of the Term, the Company shall provide evidence to the TEDC that the Improvements are directly responsible for the creation of thirty (30) jobs in the City. The Company further covenants and agrees that the Company or any owner or leasee of the Improvements does not and will not knowingly employ an undocumented worker. An “undocumented worker” shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States; or (b) authorized under the law to be employed in that manner in the United States.

## 5.

In consideration of the Company's representations, promises, and covenants, TEDC agrees to reimburse the Company for the actual cost of the Infrastructure Improvements up to the amount of Thirty-Four Thousand One Hundred and Seventy Dollars (\$34,170.00), or an amount equal to ten percent (10%) of actual construction costs if less than the sum stated above upon completion of construction and occupancy of each commercial space. The TEDC agrees to reimburse the Company for such amount within thirty (30) days of receipt of a letter from the Company requesting such payment and including: (a) certification of the cost of constructing the Infrastructure Improvements; (b) a copy of the City's occupancy permit for the improvements to the Property; (c) certification that the Infrastructure Improvements have been constructed in accordance with the approved plans and specifications; (d) an affidavit stating that all contractors and subcontractors providing work and/or materials in the construction of the Improvements have been paid and any and all liens and claims regarding such work have been released; and (e) Proof of payment to all vendors, contractors and subcontractors providing work and/or materials in the construction of the Improvements, proof of payment must include copies of canceled checks and/or credit card receipts and copies of paid invoices from all vendors, contractors and subcontractors.

## 6.

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

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

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

7.

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

8.

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

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

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

If to Company: NIVIS SERIES, LLC  
17511 Stamford Oaks Drive  
Tomball, Texas 77377  
Attn: Tam Duong  
Owner, NIVIS SERIES, LLC

9.

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

10.

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

11.

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

12.

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

13.

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

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the parties on this \_\_\_\_\_ day of \_\_\_\_\_ 2025 (the "Effective Date").

**NIVIS SERIES, LLC**

By: \_\_\_\_\_  
Name: Tam Duong, Owner  
Title: Owner

ATTEST:

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

**TOMBALL ECONOMIC DEVELOPMENT CORPORATION**

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

Name:

Title: President, Board of Directors

ATTEST:

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

Name:

Title: Secretary, Board of Directors

DRAFT



ACKNOWLEDGMENT

THE STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_  
2025, by Tam Duong, Owner, NIVIS SERIES, LLC for and on behalf of said company.

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

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

(SEAL)

ACKNOWLEDGMENT

THE STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

This instrument was acknowledged before me on the \_\_12th\_\_ day of  
\_November\_\_\_\_\_ 2024, by \_\_\_\_\_, President of the Board of Directors of the Tomball  
Economic Development Corporation, for and on behalf of said Corporation.

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

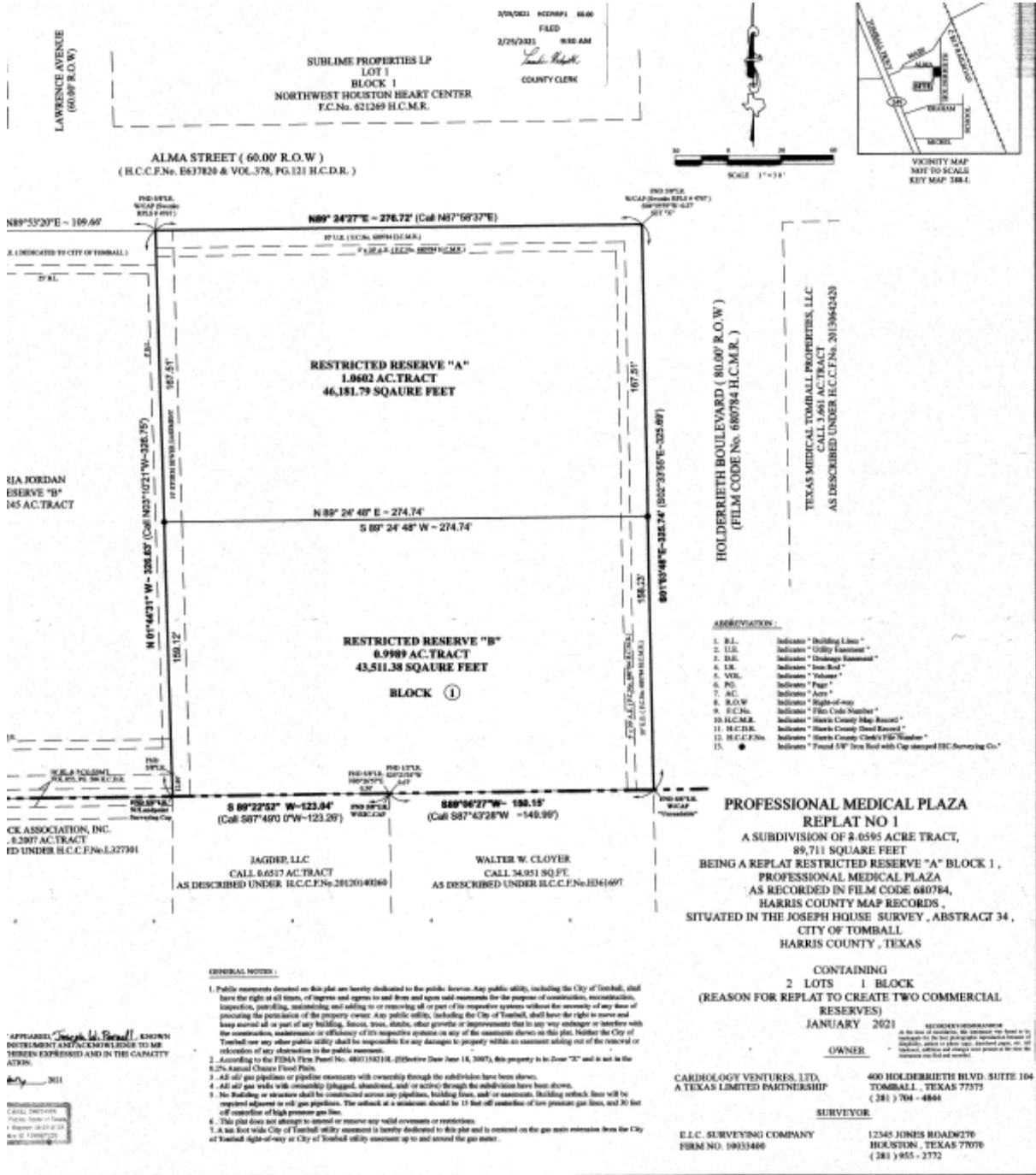
My Commission Expires: \_\_\_\_\_

(SEAL)

# Exhibit A Legal Description of Property

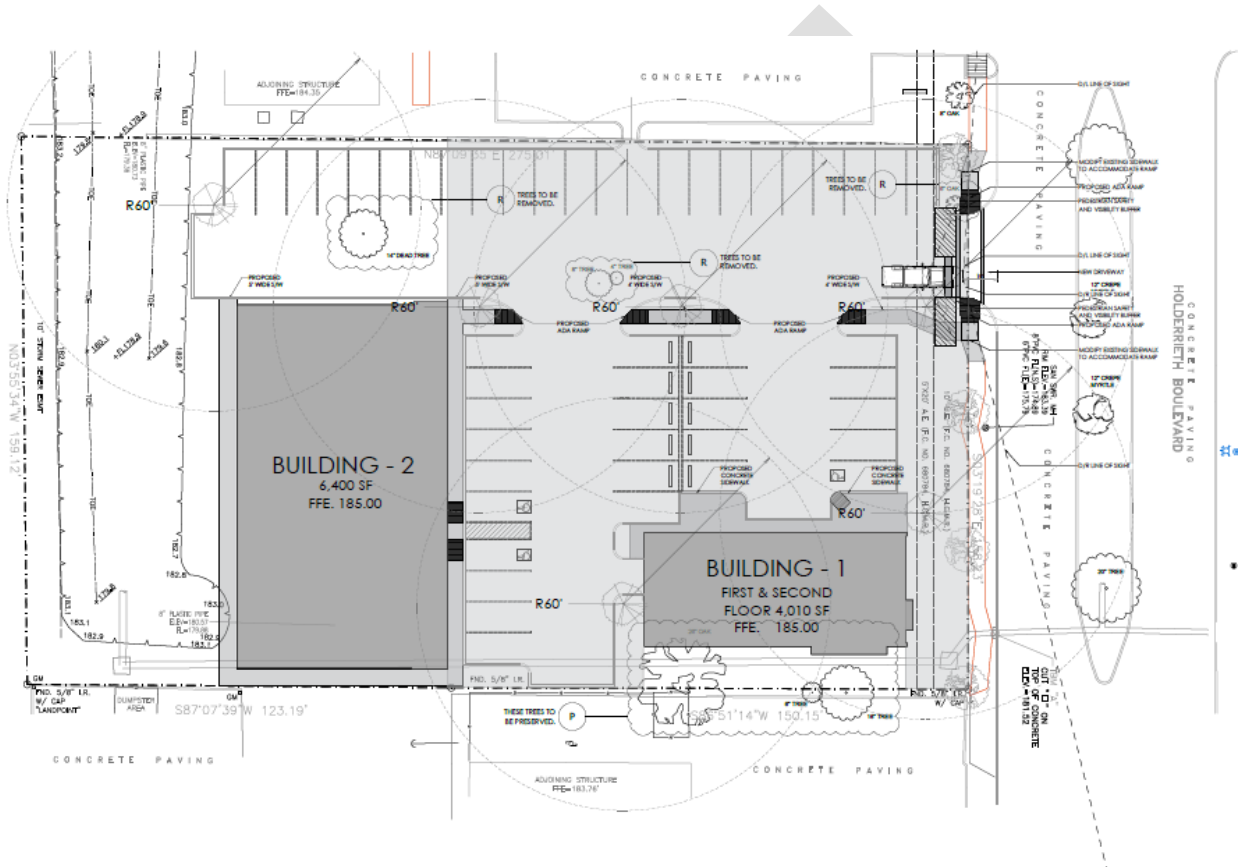
## RESTRICTED RESERVE "B" .9995 ACRES – PROFESSIONAL MEDICAL PLAZA REPLAT NO. 1

### 424 HOLDERRIETH BLVD, TOMBALL, TX 77375



### Exhibit B Description of Improvements

Construction of a 4,000 square foot and a 6,300 Square foot of commercial building and related site improvements located at 424 Holderrieth Blvd., Tomball, TX 77375.



**Exhibit C**

**Description of Infrastructure Improvements**

<b>Targeted Infrastructure</b>	<b>TOTAL COST</b>
SITE PREP	\$ 36,200.00
SURVEYING	\$ 2,500.00
DEMOLITION	\$ 8,500.00
EROSION CONTROL	\$ 17,400.00
SEWER AND WATER	\$ 23,000.00
STORM DRAIN	\$ 27,600.00
ELECTRIC	\$ 200,000.00
SWPPP	\$ 26,500.00
<b>TOTAL SITE COSTS</b>	<b>\$ 341,700.00</b>

DRAFT

# Regular Tomball EDC Agenda Item Data Sheet

Meeting Date: November 12, 2024

**Topic:**

Consideration and possible action by Tomball EDC to approve, as a Project of the Corporation, an agreement with Niky’s Mini Donuts, LLC to make direct incentives to, or expenditures for, rental assistance for new or expanded business enterprise to be located at 1417 Graham Drive, Suite 400, Tomball, Texas 77375. The estimated amount of expenditures for such Project is \$10,000.00.

- Public Hearing

**Background:**

The Tomball Economic Development Corporation has received a request from Analyn Norato, Manager/Co-Owner, of Niky’s Mini Donuts, LLC for funding assistance through the TEDC’s Rental Incentive Program for a new donut shop and dessert franchise.

Ms. Norato plans to open a family-owned dessert franchise in Tomball that serves fresh mini donuts, a wide assortment of candy, specialty coffee, ice cream, and more. Niky’s Mini Donuts plans to locate their business at 1417 Graham Drive, Suite 400, Tomball, Texas 77375. The space is approximately 1,875 square feet located in the new Headquarters TOO development.

The goal of the TEDC’s Rental Incentive Program is to assist in the establishment of new businesses in existing vacant spaces and to stimulate commercial investment in the City of Tomball. In accordance with the Rental Incentive Program Policy, the proposed performance agreement is for 25% of the base monthly rent for the first year of operation only, not to exceed \$10,000.00 per business.

The lease agreement that was submitted in conjunction with the request letter shows a five-year lease commitment with a monthly rent amount of \$4,837.50 for the first 12 months. The proposed grant amount is \$10,000.00, payable after the first year of operation based on landlord verification of rents paid and meeting the performance agreement criteria.

**Origination:** Analyn Norato, Manager/Co-Owner, Niky’s Mini Donuts

**Recommendation:** Staff recommends approval of the proposed Performance Agreement with Niky’s Mini Donuts, LLC.

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

**FUNDING (IF APPLICABLE)**

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

Yes: X No: \_\_\_\_\_

If yes, specify Account Number: #Project Grants

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

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

## Noratwins LLC DBA Niky's Mini Donut

1417 Graham Dr. Ste 400, Tomball, TX 77375  
2326 Scarlett Pine Bend Tomball, TX 77375 (Registered Business Address)  
**Phone:** 346.588.3436 | **Web:** [nikysminidonuts.com](http://nikysminidonuts.com)

November 4, 2024

Tiffani Wooten, CEcD  
Assistant Director  
Tomball Economic Development Corporation

Dear Tiffani,

Niky's Mini Donut Shop is a family-owned dessert franchise coming soon to Tomball, TX, and we're excited to establish our very first business here. Our shop will be a family-friendly space where visitors can enjoy fresh mini donuts, a wide assortment of candy, specialty coffee, ice cream, and more. Our goal is to offer high-quality treats and a welcoming atmosphere for families, friends, and neighbors to gather and create memories.

As we prepare to open, we've been actively engaging with the community, including participating in local initiatives like Tidy Up Tomball, and we're committed to supporting Tomball's growth and community spirit. Our founder/franchisor has started participating in fundraising events with local Tomball schools, and we're excited to continue supporting these initiatives in the future. Building connections with our community is essential to us, and we aim to be a positive presence in Tomball, both through our products and contributions.

As a new franchise, there are considerable initial expenses involved in building and establishing our presence. We are applying for the Rental Incentive Grant to help offset these early costs, allowing us to focus on enhancing our offerings for our future customers. This support would enable us to better serve the Tomball community, generate local jobs, and add to the area's thriving local economy.

Thank you very much for considering our application. We look forward to the opportunity to contribute to the Tomball community with the support of the Tomball Economic Development Corporation.

Sincerely,



Analyn Norato  
Manager / Co Owner  
Niky's Mini Donuts Tomball



**NEW BUSINESS RENTAL INCENTIVE PROGRAM**

**PART A –BUSINESS OWNER APPLICATION**

The New Business Rental Incentive Program seeks to reduce area vacancies and facilitate the establishment of new businesses in previously underutilized areas of the City. The intent of the program is to facilitate business growth and expansion by assisting businesses in leasing space. All grant award decisions of the Tomball Economic Development Corporation (TEDC) Board of Directors are discretionary and final. Through the Program, the TEDC will provide up to 25% of the base monthly rent for the first year of operation only, not to exceed \$10,000 per business.

**Business Owner Applicant Information**

Name of Business: Niky's Mini Donuts Tomball

Current Business Physical Address: 1431 Graham Dr. Ste # 400

City, State & Zip Tomball, TX 77375

Mailing Address: 2326 Scarlett Pine Bend

City, State & Zip Tomball, TX 77375

Business Phone: (346) 588 3436 / (626) 536 3281

Business Website: nikysminidonuts.com

Business Owner Name: Analyn & Enrique Norato

Applicant's Name (if different): Analyn Norato

Position /Title: Manager

Phone and Email: (346) 588 3436

Nature of Business: Dessert Shop

NAICS Code: 722515

Legal Form of Business:

- Sole Proprietor
- Partnership Number of Partners \_\_\_\_\_
- Corporation
- Limited Liability Corp
- Other \_\_\_\_\_

Days and Hours of Operation

Days Open: Mon-Sun

Hours Open: 11AM-10PM

Business Start/Opening Date 04-01-2025



**Employees**

Full Time Employees (40 hours per week): 2

Part Time Employees (less than 40 hours per week): 4

Does the Business Owner Have any Relationship to the Property Owner/Landlord?

No  Yes  (please explain)

**Moving and Space Improvement Cost and Funding Information**

Investment Data

Tenant Space Improvement (finish)	\$ <u>200,000</u>
Landlord Space Improvement (finish)	\$ <u>63,750</u>
Equipment and Display	\$ <u>122,618</u>
Product Stock (for Opening)	\$ <u>17,500</u>
Marketing (First Year)	\$ <u>6,500</u>

Sources of Funding for Move/Expansion

Funds invested by owner	\$ <u>52,000</u>
Funds from other sources*	\$ <u>468,000</u>
Total estimated cost to move/expand	\$ <u>520,000</u>

\* Source of Funding and Amounts SBA loan which will also include equity injection by owner

**New Lease Property Information**

Address of space to be leased: 1431 Graham Dr. Tomball, TX 77375

Total amount of square feet to be leased and occupied: 1875

Term of lease (minimum 3 years): 5 years

Gross rental rate \$ 6,094 per month \$ 39 per s.f.

Additional lease terms and other monthly charges: Base rent \$31+ \$8 NNN 1-2 years

Indicate any rate increases: Base rent \$33+ NNN year 3-5

**FINANCIAL NEED DEMONSTRATION:** Acceptance into the Rental Incentive Program requires an acceptable explanation of financial need. Use the lines below to explain why and how the rent subsidy is an important factor in opening your business.

The rent subsidy is essential for launching Niky's Mini Donuts, as it allows us to invest in key startup cost like quality ingredients, equipment and marketing. By easing the rent burden, we can focus on delivering an exceptional customer experience and maintaining competitive pricing, which are vital for attracting and retaining customers. The subsidy also provides the financial flexibility to handle challenges and achieve profitability faster, ultimately supporting our long-term success and contributing to the Tomball community.

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Explain how your business will benefit and enhance the area in which you are locating and how your business will complement other businesses within the area:

Niky's Mini Donuts will enhance the Tomball community by attracting more foot traffic, supporting local events, and creating new jobs.

We plan to collaborate with neighboring businesses through cross-promotions and by sourcing some ingredients locally, which will strengthen the local economy. Our shop will add to the area's charm, making it a destination for both local and visitors, ultimately benefitting the entire business community.

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### Certification

By signing below, the Business Owner of record (applicant) understands and agrees to the following:

1. All information contained in this application, the attached exhibits and other materials submitted in connection with this application are true and accurate to the best of the business owner’s knowledge. Business owner understands and agrees that false or untruthful information may be grounds for the TEDC to stop processing this application or to withdraw any approval previously obtained based in whole or in part on such false or untruthful statements.
2. The TEDC is under no obligation to approve the request contained in the application. No promises of approval are conveyed with the acceptance of this application.
3. All tax obligations to the City of Tomball are current.
4. The business is currently in good standing with the City, and has no pending municipal code violations.
5. The business is not currently occupying the space with or without a lease in place.
6. The APPLICANT hereby certifies that the APPLICANT does not and will not knowingly employ an undocumented worker. An “undocumented worker” shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States; or (b) authorized under the law to be employed in that manner in the United States. APPLICANT understands and agrees that if, after receiving a Grant, APPLICANT is convicted of a violation under 8 U.S.C. Section 1324a(f), the APPLICANT shall be required to reimburse to the TEDC the grant amount received. Payments must be paid in full within thirty (30) days after the date of written notification by the TEDC. The form of such payment shall be a cashier’s check or money order, made payable to the Tomball Economic Development Corporation. The TEDC has the right to recover court costs and reasonable attorney’s fees as a result of any civil action required to recover such repayment.

Analyn Norato  
\_\_\_\_\_

Printed Name of Principal Owner

  
\_\_\_\_\_

Signature

10/24/2024  
\_\_\_\_\_

Date

**Please submit the completed application along with a copy of the Proposed Lease Agreement to:**

Kelly Violette  
 Tomball Economic Development Corporation  
 29201 Quinn Road, Suite B  
 Tomball, TX 77375

**For further questions about the Program, please contact Kelly Violette, Executive Director, at 281.401.4086 or [kviolette@tomballtxedc.org](mailto:kviolette@tomballtxedc.org).**



NEW BUSINESS RENTAL INCENTIVE PROGRAM

PART B – PROPERTY OWNER/LANDLORD APPLICATION

Complete all items carefully and accurately to the best of your knowledge and return with a copy of Proof of Ownership to:

Kelly Violette
Tomball Economic Development Corporation
29201 Quinn Road, Suite B
Tomball, TX 77375

Property Address: 1417 Graham Drive, Tomball, TX 77375

Property Owner of Record: HeadquartersTooLLC
Mailing Address: 1431 Graham Drive, Suite 175
City, State & Zip Tomball TX 77375
Phone: 7139991927 Email: peter@tpc-re.com
Name(s) of Authorized Signatories: Peter Licata

Name of Management Company: TPC Real Estate
Name of Representative/Contact Person: Peter Licata
Management Company Address: Same as above
City, State & Zip
Phone: Email: same as above

Name of proposed business at site:
Niky's

Name of business owner:
Analyn Norato

DOES THE BUSINESS OWNER OR THE BUSINESS HAVE ANY RELATIONSHIP TO THE PROPERTY OWNER/LANDLORD? NO [x] YES [ ] Please explain

Three horizontal lines for providing explanation.

**SITE & LEASE INFORMATION**

Total amount of square feet to be leased and occupied by business: 1875

Term of lease: 5 years

Gross rental rate \$6094 per month \$39 per s.f.

Additional lease terms and other monthly charges: \_\_\_\_\_

Indicate any rate increases: increase of \$2 sf after year 2

Is the subject space currently vacant? Yes  No

If yes, how long has the space been vacant? 4 months

Name of previous tenant: na

Previous Rental Rate: \$na Per Month \$na Per Square Foot

**CERTIFICATIONS**

**Are all real estate and personal property taxes due the City of Tomball paid in full?**

Subject Property: YES  NO  (Please explain on supplemental sheet)

Other Properties: YES  NO  N/A

**Are all City of Tomball water and sewer bills due paid in full?**

Subject Property: YES  NO  (Please explain on supplemental sheet)

Other Properties: YES  NO  N/A

**Have you been cited for any existing zoning, building or property maintenance code violations that remain uncorrected?**

Subject Property: YES  NO  (Please explain on supplemental sheet)

Other Properties: YES  NO  N/A

**Are you involved in any litigation with the City of Tomball?**

YES (Please explain on supplemental sheet)

NO

**By signing below, the Landlord/Property Owner of record understands and agrees to the following:**

1. All information contained in this application, the attached exhibits and other materials submitted in connection with this application are true and accurate to the best of the land owner's knowledge. Landowner understands and agrees that false or untruthful information may be grounds for the TEDC to stop processing this application or to withdraw any approval previously obtained based in whole or in part on such false or untruthful statements.
2. The TEDC is under no obligation to approve the request contained in the application. No promises of approval are conveyed with the acceptance of this application.
3. All tax obligations to the City of Tomball are current.
4. The property is currently in good standing with the City, and has no pending municipal code violations.
5. The business is not currently occupying the space with or without a lease in place.

Headquarters Too LLC

\_\_\_\_\_  
Printed Name of Property Owner/Landlord



\_\_\_\_\_  
Signature

Oct 30, 2024

\_\_\_\_\_  
Date



# COMMERCIAL LEASE CONSTRUCTION ADDENDUM (Tenant to Complete Construction)

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.  
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## ADDENDUM TO THE COMMERCIAL LEASE BETWEEN THE UNDERSIGNED PARTIES CONCERNING THE LEASED PREMISES AT 1417 Graham Drive, Tomball, TX 77375

The following provisions apply and will control in the event of a conflict with other provisions stated in the lease:

A. Execution and License to Enter: This addendum is executed as a part of the above-referenced lease. Landlord authorizes Tenant to construct the improvements described in this addendum provided that Tenant complies with all of the terms of this addendum. In the event the term of the lease has not yet commenced, Landlord grants Tenant a license to enter into the Property and the leased premises effective upon lease execution for the purposes of constructing the improvements described under this addendum. This license is made under all the terms and provisions in the lease, except as to the covenant to pay rent.

B. Construction Costs: Tenant will pay the full cost to construct the improvements that Tenant is to construct under this addendum, including but not limited to the cost of material, engineering studies, environmental studies, contractors, permits, plans, architects, inspectors, subcontractors, and materialmen. Not later than 10 days after the construction is complete and Tenant has satisfied all of Tenant's obligations under this addendum, Landlord will reimburse Tenant the cost to construct the improvements in an amount that does not exceed \$63,750.00

C. Approval of Plans:

(1) Not later than 12/31/2024, Tenant will submit to Landlord plans and specifications detailing the improvements Tenant desires to complete to the leased premises. The plans must detail all architectural, mechanical, electrical, and plumbing requirements for the improvements and must describe the proposed improvements along with the materials to be used and the interior floor plan of the leased premises. The plans must be drawn by a licensed professional architect in accordance with generally accepted architectural standards or by another person approved by Landlord and must be sufficient for a contractor to use to construct the desired improvements.

(2) Within 10 days after Landlord receives the plans in accordance with Paragraph C(1), Landlord will notify Tenant whether the plans are "approved" or "disapproved" by marking such on the plans and delivering the plans back to Tenant. Landlord will not unreasonably withhold approval of the plans. If Landlord does not notify Tenant of a disapproval within the time specified, the plans will be deemed approved.

(3) If the plans are disapproved, Landlord will detail the reasons for the disapproval either on the plans or in a separate notice to Tenant. If the plans are disapproved, Tenant will, within 15 days after receipt of the disapproval notice from Landlord, submit amended plans to Landlord that incorporate revisions necessary to satisfy Landlord's reasons for the disapproval. Landlord will not unreasonably withhold approval of any amended plans. If Tenant is unable or unwilling to satisfy Landlord's reasons for disapproval by \_\_\_\_\_, and:

(a) if this addendum is executed after the lease commenced, then Tenant will not construct the improvements and this Addendum will have no further effect; or

(b) if this addendum is executed before the lease commences the lease will terminate and Landlord will refund any security deposit and advanced rent paid by Tenant.

(4) "Final plans" means the plans that Landlord approves under this Paragraph C.

D. Change Orders: Tenant must obtain Landlord's advanced written approval of any proposed changes to the final plans. Landlord will approve or disapprove any proposed change within 10 days after Landlord receives a copy of the proposed change order from Tenant. Landlord will not unreasonably withhold approval of any proposed change order. If Landlord does not notify Tenant of a disapproval of a proposed change order within the time specified, the proposed change order is deemed approved.

E. Contractor: Before construction begins Tenant will enter into a written construction contract with a contractor(s) acceptable to Landlord to construct the improvements in accordance with the final plans. Any subcontractors employed by Tenant or Tenant's contractors must be acceptable to Landlord. Landlord will not unreasonably withhold approval of contractors and subcontractors.

F. Construction:

(1) Tenant will diligently complete the improvements in accordance with the final plans and will satisfy any requirements of any governmental authorities having jurisdiction over the improvements. The construction of the improvements must be performed in a good workmanlike manner and must comply with all applicable laws, ordinances, rules, and governmental orders and regulations. Construction of the improvements may not:

- (a) damage the Property except as specifically permitted by the final plans, including but not limited to damage to or interference with any structural component, system, or part of the Property;
- (b) interfere with the rights or operations of any other tenant in the Property or with Landlord's management of the Property; and
- (c) not obstruct any common area, walk, or drive except as Landlord permits.

(2) Landlord and Landlord's designees may inspect the construction of the improvements from time to time. If Landlord notifies Tenant of any construction defect or non-compliance with the final plans, Tenant must promptly correct the defect or non-compliance.

(3) All construction staging areas and dumpster locations are subject to Landlord's approval. Construction debris will not be allowed to accumulate on the Property. All construction debris will be completely removed from the Property upon completion of construction.

G. Completion:

(1) Tenant must substantially complete the construction of the improvements to the leased premises in accordance with this addendum on or before 03/01/2025.

Except as provided in this paragraph, the failure to complete construction of the improvements by the date specified does not relieve Tenant of Tenant's obligations to pay rent or satisfy other terms and conditions of the lease. The time by which Tenant must complete construction may be extended only if: (a) Landlord causes the delay; (b) governmental authorities delay issuing permits or performing inspections through no fault of Tenant; or (c) a construction delay is caused by strike, lock-out, shortage of material, governmental restriction, riot, flood, or a cause outside Tenant's control. Any extension under this paragraph may be exercised by Tenant only if Tenant promptly notifies Landlord in writing of the extension after Tenant knows or has reason to know of any applicable delay which is cause for an extension. Any extension under this paragraph may not exceed the lesser of: the number of days of the delay caused by the specified cause for the delay or \_\_\_\_\_ days. If a delay authorized by this Paragraph applies, the Commencement Date and Expiration Date of the lease shall likewise be extended along with an appropriate adjustment in the rent due dates. If a delay is caused by Landlord and the delay exceeds the time for which an extension is permitted under this paragraph, Tenant may exercise its remedies under the default provision of the lease.



- (2) Construction is complete when all the improvements are constructed in accordance with the final plans and Tenant provides Landlord with: (a) a final certificate executed by the supervising person; and (b) if required by a governmental body, a certificate of occupancy permitting Tenant to occupy the leased premises for the purposes set forth in the lease.
- (3) The supervising person is \_\_\_\_\_ . The certificate of the supervising person is conclusive in any dispute involving the construction performed or required to be performed under this addendum.

H. No Liens:

- (1) Tenant guarantees that Tenant will pay all costs of any liability related to the construction of the improvements described in this addendum and further guarantees the lien-free completion of the improvements against the leased premises and Property. Tenant may not create or place any lien or encumbrance, of any kind, upon the leased premises or Property that encumbers Landlord's interest in the leased premises or Property.
- (2) Before Landlord reimburses Tenant for the cost of the improvements, Tenant must:
  - (a) deliver to Landlord a waiver of liens in recordable form acceptable to Landlord from each contractor, subcontractor, and materialman. The waivers must specify that: (a) the contractor, subcontractor, or materialman waive any and all claims against Landlord and waive any and all lien rights against Landlord's interest in the leased premises and Property; and (b) the contractor or subcontractor agree to hold Landlord harmless from any and all claims arising from or in connection with its work or materials;
  - (b) obtain any required certificate of occupancy; and
  - (c) commence business in the leased premises.
- (3) If any lien is filed or asserted against any portion of the leased premises or Property as a result of the acts of Tenant or Tenant's contractors, subcontractors, or materialmen, Tenant must remove any such lien or lien claim within 20 days after receipt of notice from Landlord.
- (4) Tenant will indemnify and keep Landlord harmless from all damages, costs, expenses, and attorney's fees that may arise from any lien or claim that may be filed or threatened as a result of the improvements to be constructed under this addendum.

I. Bonds: Before commencement of any construction, Tenant and Tenant's contractors, at no cost to Landlord, must post the following bonds in favor of the Landlord in the amounts specified: \_\_\_\_\_

J. Insurance:

- (1) Before any construction commences, Tenant must deliver to Landlord evidence that the insurance required by Paragraph 8A of the lease will be in effect not later than the day construction begins.
- (2) Before any construction commences, Tenant must deliver to Landlord certificates of insurance, from insurers acceptable to Landlord, evidencing that any contractor maintains insurance to protect Landlord, Tenant, and the contractor from:
  - (a) workman compensation claims and other employee benefit acts in an amount not less than \$150,000 \_\_\_\_\_ per occurrence;
  - (b) claims for damages from bodily injury or death to employees and others in an amount not less than \$100,000 \_\_\_\_\_ per person and \$100,000 \_\_\_\_\_ per occurrence; and



(c) property damage in an amount not less than \$250,000 per occurrence.

(3) The insurance required by this Paragraph J must cover any and all claims that may arise out of or as a result of the operations of the contractor or the contractor's subcontractor(s).

(4) The coverage required by this Paragraph J must be maintained by Tenant or Tenant's contractors, at Tenant's or the contractors' sole expense, during all times of any construction period. If Tenant fails or if any of Tenant's contractors fail to maintain the required insurance in full force and effect at all required times, Landlord may:

- (a) purchase such insurance on behalf of Tenant or the contractor(s) and Tenant must immediately reimburse Landlord for such expense; or
- (b) exercise Landlord's remedies for Tenant's default under the lease.

K. Tenant's Assumption of Liability: Tenant must promptly pay and discharge all costs, expenses, claims for damages, liens, lien claims, and any other liabilities which may arise from or in connection with the construction of the improvements described in this addendum. Tenant agrees to hold Landlord harmless from all costs, expenses, damages, liens, lien claims, and any other liabilities, which may arise from or in connection with the construction of the improvements described in this addendum.

L. Special Provisions: (If applicable, include any business details, factual statements, or any requirements the parties must satisfy [for example, Landlord's obligation to complete shell construction by a certain date or by the time the license under Paragraph A commences].)

Landlord: HEADQUARTERS TOO LLC

Tenant: NORATWINS LLC

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

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

By (signature):

By (signature): *AnalyN Norato* dotloop verified  
10/18/24 8:41 AM CDT  
ECTV-WCKS-68MX-67ZX

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

Printed Name: AnalyN Norato

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

Title: Manager

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

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

By (signature):

By (signature):

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

Printed Name: Enrique Norato

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

Title: Member



# COMMERCIAL LANDLORD'S RULES AND REGULATIONS

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**REGARDING THE COMMERCIAL LEASE CONCERNING THE LEASED PREMISES AT** \_\_\_\_\_  
1417 Graham Drive, Tomball, TX 77375

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

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

(TXR-2108) 1-26-10

Initialed for Identification by Landlord:

and Tenant: 

Page 1 of

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

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### COMMERCIAL LEASE GUARANTY

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**GUARANTY TO COMMERCIAL LEASE CONCERNING THE LEASED PREMISES AT** \_\_\_\_\_ **between**  
1417 Graham Drive, Tomball, TX 77375 \_\_\_\_\_ **(Landlord) and**  
Headquarters TOO LLC \_\_\_\_\_ **(Tenant).**  
NORATWINS LLC \_\_\_\_\_

- A. In consideration for Landlord leasing the leased premises to Tenant, the undersigned Guarantor (whether one or more) guarantee Tenant's performance under the above-referenced lease.
- B. If Tenant fails to timely make any payment under the lease, Guarantor will promptly make such payment to Landlord at the place of payment specified in the lease. Guarantor is also responsible for any property damage to the leased premises or Property (as defined in the lease) for which Tenant is responsible under the lease. If Tenant breaches the lease, Guarantor will: (i) cure the breach as may be required of Tenant by the lease; or (ii) compensate Landlord for Landlord's loss resulting from the breach.
- C. Guarantor guarantees Tenant's obligations under the lease regardless of any modification, amendment, renewal, extension, or breach of the lease. Guarantor waives any rights to notices of acceptance, modification, amendment, extension, or breach of the lease. Each Guarantor is jointly and severally liable for all provisions of this guaranty. This guaranty is binding upon Guarantor's heirs, executors, administrators, successors, and assigns. Filing for bankruptcy by Tenant will not diminish Guarantor's obligations under this guaranty.
- D. The laws of the State of Texas govern the interpretation, validity, performance, and enforcement of this guaranty. Any person who is a prevailing party in any legal proceeding brought under or related to this guaranty is entitled to recover attorney's fees from the nonprevailing party.
- E. Guarantor authorizes Landlord to obtain a copy of any consumer or credit report of Guarantor from any consumer reporting agency and to verify relevant information related to Guarantor's creditworthiness from other persons such as banks, creditors, employers, existing and previous landlords, and other persons.
- F. Guarantor will provide Guarantor's current financial information (balance sheet and income statement) to Landlord within 30 days after request by Landlord. Landlord may request the financial information no more frequently than once every 12 months.
- G. Special Provisions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Guarantor:**  
Signature:   
Printed Name: Analyn Norato  
Address: 2326 Scarlett Pine Bend Tomball, TX 77375  
\_\_\_\_\_  
Phone: 626-536-3281 Fax: \_\_\_\_\_  
SS# or Tax ID#: 783-53-8074 Date: 10/18/2024

**Guarantor:**  
Signature:   
Printed Name: Enrique Norato  
Address: 2326 Scarlett Pine Bend Tomball, TX 77375  
\_\_\_\_\_  
Phone: 626-905-6385 Fax: \_\_\_\_\_  
SS# or Tax ID#: 615-58-7577 Date: 10/18/2024

**Witness:**

**Witness:**




# COMMERCIAL LEASE

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CONCERNING THE LEASED PREMISES AT 1417 Graham Drive, Tomball, TX 77375  
between Headquarters TOO LLC (Landlord)  
and NORATWINS LLC (Tenant).

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1.	Parties .....	2	<input type="checkbox"/> Exhibit _____
2.	Leased Premises .....	2	<input type="checkbox"/> Exhibit _____
3.	Term .....	2	<input type="checkbox"/> Exhibit _____
4.	Rent and Expenses.....	3	<input type="checkbox"/> Commercial Property Condition Statement (TXR-1408)
5.	Security Deposit.....	5	<input type="checkbox"/> Commercial Lease Addendum for Broker's Fee (TXR-2102)
6.	Taxes.....	6	<input type="checkbox"/> Commercial Lease Addendum for Option to Extend Term (TXR-2104)
7.	Utilities .....	6	<input type="checkbox"/> Commercial Lease Addendum for Tenant's Right of First Refusal (TXR-2105)
8.	Insurance.....	7	<input type="checkbox"/> Commercial Lease Addendum for Percentage Rent (TXR-2106)
9.	Use and Hours.....	7	<input type="checkbox"/> Commercial Lease Addendum for Parking (TXR-2107)
10.	Legal Compliance .....	7	<input checked="" type="checkbox"/> Commercial Landlord's Rules and Regulations (TXR-2108)
11.	Signs.....	8	<input checked="" type="checkbox"/> Commercial Lease Guaranty (TXR-2109)
12.	Access by Landlord.....	8	<input type="checkbox"/> Commercial Lease Addendum for Tenant's Option for Additional Space (TXR-2110)
13.	Move-In Condition.....	9	<input checked="" type="checkbox"/> Commercial Lease Construction Addendum (TXR-2111) or (TXR-2112)
14.	Move-Out Condition.....	9	<input type="checkbox"/> Commercial Lease Addendum for Contingencies (TXR-2119)
15.	Maintenance and Repairs .....	9	<input type="checkbox"/> Information About Brokerage Services (TXR-2501)
16.	Alterations.....	11	<input type="checkbox"/> _____
17.	Liens.....	11	<input type="checkbox"/> _____
18.	Liability.....	11	<input type="checkbox"/> _____
19.	Indemnity .....	11	<input type="checkbox"/> _____
20.	Default .....	11	<input type="checkbox"/> _____
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(TXR-2101) 07-08-22 Initialed for Identification by Landlord:   and Tenant: 



### COMMERCIAL LEASE

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#### 1. PARTIES: The parties to this lease are:

Landlord: Headquarters TOO LLC ; and

Tenant: NORATWINS LLC

#### 2. LEASED PREMISES:

A. Landlord leases to Tenant the following described real property, known as the "leased premises," along with all its improvements (Check only one box):

(1) **Multiple-Tenant Property:** Suite or Unit Number 400 containing approximately 1875 square feet of rentable area ("rsf") in 1417 Graham Drive (project name) at 1417 Graham Drive (address) in Tomball (city), Harris (county), Texas, which is legally described on attached Exhibit \_\_\_\_\_ or as follows:  
\_\_\_\_\_  
\_\_\_\_\_


(2) **Single-Tenant Property:** The real property containing approximately \_\_\_\_\_ square feet of rentable area ("rsf") at: \_\_\_\_\_ (address) in \_\_\_\_\_ (city), \_\_\_\_\_ (county), Texas, which is legally described on attached Exhibit \_\_\_\_\_ or as follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

B. If Paragraph 2A(1) applies:  
(1) "Property" means the building or complex in which the leased premises are located, inclusive of any common areas, drives, parking areas, and walks; and  
(2) the parties agree that the rentable area of the leased premises may not equal the actual or useable area within the leased premises and may include an allocation of common areas in the Property. The rentable area  will  will not be adjusted if re-measured.

#### 3. TERM:

A. **Term:** The term of this lease is 60 months and 0 days, commencing on: 11/01/2024 (Commencement Date) and ending on 10/31/2029 (Expiration Date).

B. **Delay of Occupancy:** If Tenant is unable to occupy the leased premises on the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially complete or a prior tenant's holding over of the leased premises, Landlord will not be liable to Tenant for

(TXR-2101) 07-08-22 Initialed for Identification by Landlord:   and Tenant:   Page 2 of 18

such delay and this lease will remain enforceable. In the event of such a delay, the Commencement Date will automatically be extended to the date Tenant is able to occupy the Property and the Expiration Date will also be extended by a like number of days, so that the length of this lease remains unchanged. If Tenant is unable to occupy the leased premises after the 90 \_\_\_\_\_ day after the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially complete or a prior tenant's holding over of the leased premises, Tenant may terminate this lease by giving written notice to Landlord before the leased premises become available to be occupied by Tenant and Landlord will refund to Tenant any amounts paid to Landlord by Tenant. This Paragraph 3B does not apply to any delay in occupancy caused by cleaning or repairs.

C. Certificate of Occupancy: Unless the parties agree otherwise, Tenant is responsible for obtaining a certificate of occupancy for the leased premises if required by a governmental body.

**4. RENT AND EXPENSES:**

A. Base Monthly Rent: On or before the first day of each month during this lease, Tenant will pay Landlord base monthly rent as described on attached Exhibit \_\_\_\_\_ or as follows:

Dates		Rate per rentable square foot (optional)		Base Monthly Rent \$
From	To	\$ Monthly Rate	\$ Annual Rate	
11/01/2024	03/31/2025	0.00 / rsf / month	0.00 / rsf / year	0.00
04/01/2025	10/31/2026	2.58 / rsf / month	31.00 / rsf / year	4,837.50
11/01/2026	10/31/2029	2.75 / rsf / month	33.00 / rsf / year	5,156.25
		/ rsf / month	/ rsf / year	
		/ rsf / month	/ rsf / year	
		/ rsf / month	/ rsf / year	

B. Additional Rent: In addition to the base monthly rent, Tenant will pay Landlord the expense reimbursement detailed in Paragraph 4J (if applicable) and all other amounts, as provided by the attached (Check all that apply.):

- (1) Commercial Lease Addendum for Percentage Rent (TXR-2106)
- (2) Commercial Lease Addendum for Parking (TXR-2107)
- (3) \_\_\_\_\_

All amounts payable under the applicable addenda are deemed to be "rent" for the purposes of this lease.

C. First Full Month's Rent: The first full monthly rent is due on or before 11/01/2024 \_\_\_\_\_

D. Prorated Rent: If the Commencement Date is on a day other than the first day of a month, Tenant will pay Landlord as prorated rent, an amount equal to the base monthly rent multiplied by the following fraction: the number of days from the Commencement Date to the first day of the following month divided by the number of days in the month in which this lease commences. The prorated rent is due on or before the Commencement Date.

E. Place of Payment: Tenant will remit all amounts due to Landlord under this lease to the following person at the place stated or to such other person or place as Landlord may later designate in writing:

Name: Appfolio  
Address: Online; Appfolio



- F. **Method of Payment:** Tenant must pay all rent timely without demand, deduction, or offset, except as permitted by law or this lease. If Tenant fails to timely pay any amounts due under this lease or if any check of Tenant is returned to Landlord by the institution on which it was drawn, Landlord after providing written notice to Tenant may require Tenant to pay subsequent amounts that become due under this lease in certified funds. This paragraph does not limit Landlord from seeking other remedies under this lease for Tenant's failure to make timely payments with good funds.
- G. **Late Charges:** If Landlord does not actually receive a rent payment at the designated place of payment within 5 days after the date it is due, Tenant will pay Landlord a late charge equal to 10% of the amount due. In this paragraph, the mailbox is not the agent for receipt for Landlord. The late charge is a cost associated with the collection of rent and Landlord's acceptance of a late charge does not waive Landlord's right to exercise remedies under Paragraph 20.
- H. **Returned Checks:** Tenant will pay \$100 for each check Tenant tenders to Landlord which is returned by the institution on which it is drawn for any reason, plus any late charges until Landlord receives payment.
- I. **Application of Funds:** Regardless of any notation on a payment, Landlord may apply funds received from Tenant first to any non-rent obligations of Tenant, including but not limited to: late charges and returned check charges, repairs, brokerage fees, periodic utilities and thereafter to rent.

*(Check box only if Tenant reimburses Landlord for some or all expenses. Do not check for "gross" leases.)*

- J. **Expense Reimbursement.** In addition to base monthly rent stated in Paragraph 4A, Tenant will pay Landlord the expense reimbursement described in this Paragraph 4J. Tenant will pay the expense reimbursement as additional rent each month at the time the base-monthly rent is due. All amounts payable under this Paragraph 4J are deemed to be "rent" for the purposes of this lease.
- (1) **Reimbursable Periods.** Additional rent under this Paragraph 4J is due for all months listed in the chart in Paragraph 4A, even if the base monthly rent is zero.

(2) **Definitions:**

- (a) "Tenant's pro rata share" is 12.10 %.
- (b) "CAM" means all of Landlord's expenses reasonably incurred to maintain, repair, operate, manage, and secure the Property (for example, security, lighting, painting, cleaning, decorations, utilities, trash removal, pest control, promotional expenses, and other expenses reasonably related the Property's operations); including all expenses incurred by Landlord under Paragraph 15, but not including expenses for structural components and roof replacement; CAM does not include capital expenditures, interest, depreciation, tenant improvements, insurance, taxes, or brokers' leasing fees. Notwithstanding the foregoing, CAM does include the amortized costs incurred by Landlord in making capital improvements or other modifications to the Property to the extent such improvements or modifications reduce CAM overall. These costs will be amortized over the useful life of the improvement or modification on a straight-line basis; however, in no event will the charge for such amortization included in CAM exceed the actual reduction in CAM achieved by the improvements and modifications.
- (c) "Insurance" means Landlord's costs to insure the leased premises and the Property including but not limited to insurance for casualty loss, general liability, and reasonable rent loss.
- (d) "Taxes" means the real property ad valorem taxes assessed against the leased premises and Property inclusive of all general and special assessments and surcharges.

- (e) *“Structural”* means all of Landlord’s expenses reasonably incurred to maintain, repair, and replace the roof, foundation, exterior walls, load bearing walls and other structural components of the Property.
- (f) *“Roof”* means all roofing components including, but not limited to decking, flashing, membrane, and skylights.

(3). Method: The additional rent under this Paragraph 4J will be computed under the following method (Check only one box): Note: “CAM” does not include taxes and insurance costs.

- (a) Base-year expenses: Each month Tenant will pay Tenant’s pro rata share of the projected monthly expenses for the Property that exceed the amount of the monthly base-year expenses for the calendar year \_\_\_\_\_ for:  taxes;  insurance;  CAM;  structural; and  \_\_\_\_\_
- (b) Expense-stop: Each month Tenant will pay Tenant’s pro rata share of the projected monthly expenses for the Property that exceed \$ \_\_\_\_\_ per square foot per year for:  taxes;  insurance;  CAM;  structural;  roof replacement; and  \_\_\_\_\_
- (c) Net: Each month Tenant will pay Tenant’s pro rata share of the projected monthly expenses for the Property for:  taxes;  insurance;  CAM;  structural;  roof replacement; and  pro rata of water, grease trap along with any other restaurant user, and dumpster.

(4) Projected Monthly Expenses: On or about December 31 of each calendar year, Landlord will project the applicable monthly expenses (those that Tenant is to pay under this lease) for the following calendar year and will notify Tenant of the projected expenses. The projected expenses are based on Landlord’s estimates of such expenses. The actual expenses may vary.

Notice: The applicable projected expenses at the time the lease commences are shown in the table below. The total area of the Property presently used by Landlord for calculating expense reimbursements is 15,500 \_\_\_\_\_ rentable square feet (including any add on factor for common areas).

Projected Expenses	
\$ Monthly Rate	\$ Annual Rate
0.67 / rsf / month	8.00 / rsf / year

(5) Reconciliation: Within 120 days after the end of each calendar year, Landlord will notify Tenant of the actual costs of the applicable expenses (those that Tenant is to pay under this lease) for the previous year. If the actual costs of the applicable expenses exceed the amounts paid or owed by Tenant for the previous year, Tenant must pay the deficient amount to Landlord within 30 days after Landlord notifies Tenant of the deficient amount. If the actual costs of the applicable expenses are less than the amounts paid by Tenant for the previous year, Landlord will refund the excess to Tenant or will credit the excess to Tenant’s next rent payment(s). Tenant may audit or examine those items in Landlord’s records that relate to Tenant’s obligations under this Paragraph 4J. Landlord will promptly refund to Tenant any overpayment revealed by an audit or examination. If the audit or examination reveals an error of more than 5% over the amounts Landlord collected in a calendar year from Tenant under this lease, Landlord will pay the reasonable cost of the audit or examination. Landlord may not seek a deficiency from Tenant under this paragraph if Landlord fails to timely provide the required notice.

**5. SECURITY DEPOSIT:**

- A. Upon execution of this lease, Tenant will pay \$6,406.26 to Landlord as a security deposit.
- B. Landlord may apply the security deposit to any amounts owed by Tenant under this lease. If Landlord applies any part of the security deposit during any time this lease is in effect to amounts owed by Tenant, Tenant must, within 10 days after receipt of notice from Landlord, restore the security deposit to the amount stated.
- C. Within 60 days after Tenant surrenders the leased premises and provides Landlord written notice of Tenant's forwarding address, Landlord will refund the security deposit less any amounts applied toward amounts owed by Tenant or other charges authorized by this lease.

**6. TAXES:** Unless otherwise agreed by the parties, Landlord will pay all real property ad valorem taxes assessed against the leased premises. Tenant waives all rights to protest the appraised value of the leased premises and the Property, or appeal the same and all rights to receive notices of reappraisal set forth in sections 41.413 and 42.015 of the Texas Tax Code.

**7. UTILITIES:**

A. The party designated below will pay for the following utility charges to the leased premises and any connection charges for the utilities. (Check all that apply.)

	<u>N/A</u>	<u>Landlord</u>	<u>Tenant</u>
(1) Water	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(2) Sewer	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(3) Electric	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(4) Gas	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(5) Telephone	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(6) Internet	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(7) Cable	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(8) Trash	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(9) _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(10) All other utilities	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

B. The party responsible for the charges under Paragraph 7A will pay the charges directly to the utility service provider. The responsible party may select the utility service provider, except that if Tenant selects the provider, any access or alterations to the Property or leased premises necessary for the utilities may be made only with Landlord's prior consent, which Landlord will not unreasonably withhold. If Landlord incurs any liability for utility or connection charges for which Tenant is responsible to pay and Landlord pays such amount, Tenant will immediately upon written notice from Landlord reimburse Landlord such amount.

C. **Notice:** Tenant should determine if all necessary utilities are available to the leased premises and are adequate for Tenant's intended use.

D. **After-Hours HVAC Charges:** "HVAC services" mean heating, ventilating, and air conditioning of the leased premises. (Check one box only.)

(1) Landlord is obligated to provide the HVAC services to the leased premises only during the Property's operating hours specified under Paragraph 9C.

- (2) Landlord will provide the HVAC services to the leased premises during the operating hours specified under Paragraph 9C for no additional charge and will, at Tenant's request, provide HVAC services to the leased premises during other hours for an additional charge of \$ \_\_\_\_\_ per hour. Tenant will pay Landlord the charges under this paragraph immediately upon receipt of Landlord's invoice. Hourly charges are charged on a half-hour basis. Any partial hour will be rounded up to the next half hour. Tenant will comply with Landlord's procedures to make a request to provide the additional HVAC services under this paragraph.
- (3) Tenant will pay for the HVAC services under this lease.

**8. INSURANCE:**

- A. During all times this lease is in effect, Tenant must, at Tenant's expense, maintain in full force and effect from an insurer authorized to operate in Texas:
  - (1) commercial general liability insurance naming Landlord as an additional insured with policy limits on an occurrence basis in a minimum amount of: *(check only (a) or (b) below)*
    - (a) \$1,000,000; or
    - (b) \$2,000,000.

If neither box is checked the minimum amount will be \$1,000,000.
  - (2) personal property damage insurance for the business operations being conducted in the leased premises and contents in the leased premises in an amount sufficient to replace such contents after a casualty loss; and
  - (3) business interruption insurance sufficient to pay 12 months of rent payments.
- B. Before the Commencement Date, Tenant must provide Landlord with a copy of insurance certificates evidencing the required coverage. If the insurance coverage is renewed or changes in any manner or degree at any time this lease is in effect, Tenant must, not later than 10 days after the renewal or change, provide Landlord a copy of an insurance certificate evidencing the renewal or change.
- C. If Tenant fails to maintain the required insurance in full force and effect at all times this lease is in effect, Landlord may:
  - (1) purchase insurance that will provide Landlord the same coverage as the required insurance and Tenant must immediately reimburse Landlord for such expense; or
  - (2) exercise Landlord's remedies under Paragraph 20.
- D. Unless the parties agree otherwise, Landlord will maintain in full force and effect insurance for: (1) fire and extended coverage in an amount to cover the reasonable replacement cost of the improvements of the Property; and (2) any commercial general liability insurance in an amount that Landlord determines reasonable and appropriate.
- E. If there is an increase in Landlord's insurance premiums for the leased premises or Property or its contents that is caused by Tenant, Tenant's use of the leased premises, or any improvements made by or for Tenant, Tenant will, for each year this lease is in effect, pay Landlord the increase immediately after Landlord notifies Tenant of the increase. Any charge to Tenant under this Paragraph 8E will be equal to the actual amount of the increase in Landlord's insurance premium.

**9. USE AND HOURS:**

- A. Tenant may use the leased premises for the following purpose and no other: Operate a Niky's Ice Cream and Donut Franchise

- B. Unless otherwise specified in this lease, Tenant will operate and conduct its business in the leased premises during business hours that are typical of the industry in which Tenant represents it operates.
- C. The Property maintains operating hours of (*specify hours, days of week, and if inclusive or exclusive of weekends and holidays*): minimum of 5 days a week, 7 hours per day

**10. LEGAL COMPLIANCE:**

- A. Tenant may not use or permit any part of the leased premises or the Property to be used for:
  - (1) any activity which is a nuisance or is offensive, noisy, or dangerous;
  - (2) any activity that interferes with any other tenant's normal business operations or Landlord's management of the Property;
  - (3) any activity that violates any applicable law, regulation, zoning ordinance, restrictive covenant, governmental order, owners' association rules, tenants' association rules, Landlord's rules or regulations, or this lease;
  - (4) any hazardous activity that would require any insurance premium on the Property or leased premises to increase or that would void any such insurance;
  - (5) any activity that violates any applicable federal, state, or local law, including but not limited to those laws related to air quality, water quality, hazardous materials, wastewater, waste disposal, air emissions, or other environmental matters;
  - (6) the permanent or temporary storage of any hazardous material; or
  - (7) any activity other than their permitted use

B. "Hazardous material" means any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, solvent, or oil as defined by any federal, state, or local environmental law, regulation, ordinance, or rule existing as of the date of this lease or later enacted.

C. Landlord does not represent or warrant that the leased premises or Property conform to applicable restrictions, zoning ordinances, setback lines, parking requirements, impervious ground cover ratio requirements, and other matters that may relate to Tenant's intended use. Tenant must satisfy itself that the leased premises may be used as Tenant intends by independently investigating all matters related to the use of the leased premises or Property. Tenant agrees that it is not relying on any warranty or representation made by Landlord, Landlord's agent, or any broker concerning the use of the leased premises or Property.

**11. SIGNS:**

- A. Tenant may not post or paint any signs or place any decoration outside the leased premises or on the Property without Landlord's written consent. Landlord may remove any unauthorized sign or decorations, and Tenant will promptly reimburse Landlord for its cost to remove any unauthorized sign or decorations.
- B. Any authorized sign must comply with all laws, restrictions, zoning ordinances, and any governmental order relating to signs on the leased premises or Property. Landlord may temporarily remove any authorized sign to complete repairs or alterations to the leased premises or the Property.
- C. By providing written notice to Tenant before this lease ends, Landlord may require Tenant, upon move-out and at Tenant's expense, to remove, without damage to the Property or leased premises, any or all signs or decorations that were placed on the Property or leased premises by or at the request of Tenant. Any signs or decorations that Landlord does not require Tenant to remove and that are fixtures, become the property of the Landlord and must be surrendered to Landlord at the time this lease ends.

**12. ACCESS BY LANDLORD:**

- A. During Tenant’s normal business hours Landlord may enter the leased premises for any reasonable purpose, including but not limited to purposes for repairs, maintenance, alterations, and showing the leased premises to prospective tenants or purchasers. Landlord may access the leased premises after Tenant’s normal business hours if: (1) entry is made with Tenant’s permission; or (2) entry is necessary to complete emergency repairs. Landlord will not unreasonably interfere with Tenant’s business operations when accessing the leased premises.
- B. During the last 90 days of this lease, Landlord may place a “For Lease” or similarly worded sign on the leased premises.

**13. MOVE-IN CONDITION:** Tenant has inspected the leased premises and accepts it in its present (as-is) condition unless expressly noted otherwise in this lease or in an addendum. Landlord and any agent have made no express or implied warranties as to the condition or permitted use of the leased premises or Property.

**14. MOVE-OUT CONDITION AND FORFEITURE OF TENANT’S PERSONAL PROPERTY:**

- A. At the time this lease ends, Tenant will surrender the leased premises in the same condition as when received, except for normal wear and tear. Tenant will leave the leased premises in a clean condition free of all trash, debris, personal property, hazardous materials, and environmental contaminants.
- B. If Tenant leaves any personal property in the leased premises after Tenant surrenders possession of the leased premises, Landlord may: (1) require Tenant, at Tenant’s expense, to remove the personal property by providing written notice to Tenant; or (2) retain such personal property as forfeited property to Landlord.
- C. “Surrender” means vacating the leased premises and returning all keys and access devices to Landlord. “Normal wear and tear” means deterioration that occurs without negligence, carelessness, accident, or abuse.
- D. By providing written notice to Tenant before this lease ends, Landlord may require Tenant, upon move-out and at Tenant’s expense, to remove, without damage to the Property or leased premises, any or all fixtures that were placed on the Property or leased premises by or at the request of Tenant. Any fixtures that Landlord does not require Tenant to remove become the property of the Landlord and must be surrendered to Landlord at the time this lease ends.

**15. MAINTENANCE AND REPAIRS:**

- A. Cleaning: Tenant must keep the leased premises clean and sanitary and promptly dispose of all garbage in appropriate receptacles.  Landlord  Tenant will provide, at its expense, janitorial services to the leased premises that are customary and ordinary for the property type. Tenant will maintain any grease trap on the Property which Tenant uses, including but not limited to periodic emptying and cleaning, as well as making any modification to the grease trap that may be necessary to comply with any applicable law.
- B. Repairs of Conditions Caused by a Party: Each party must promptly repair a condition in need of repair that is caused, either intentionally or negligently, by that party or that party’s guests, patrons, invitees, contractors or permitted subtenants.
- C. Repair and Maintenance Responsibility: Except as otherwise provided by this Paragraph 15, the party designated below, at its expense, is responsible to maintain and repair the following specified items in the leased premises (if any). The specified items must be maintained in clean and good operable

condition. If a governmental regulation or order requires a modification to any of the specified items, the party designated to maintain the item must complete and pay the expense of the modification. The specified items include and relate only to real property in the leased premises. Tenant is responsible for the repair and maintenance of its personal property. (Check all that apply.)

	N/A	Landlord	Tenant
(1) Foundation, exterior walls, and other structural components.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(2) Roof replacement.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(3) Roof repair.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(4) Glass and windows.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(5) Fire protection equipment .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(6) Fire sprinkler systems.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(7) Exterior and overhead doors, including closure devices, molding, locks, and hardware.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(8) Grounds maintenance, including landscaping and irrigation systems.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(9) Interior doors, including closure devices, frames, molding, locks, and hardware.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(10) Parking areas and walks.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(11) Plumbing systems, drainage systems and sump pumps.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(12) Electrical systems, mechanical systems.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(13) Ballast and lamp replacement.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(14) Heating, Ventilation and Air Conditioning (HVAC) systems.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(15) HVAC system replacement.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(16) Signs and lighting: .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(a) Pylon.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b) Fascia.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(c) Monument.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(d) Door/Suite.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(e) Directional.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(f) Other: _____.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(17) Extermination and pest control, excluding wood-destroying insects..	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(18) Fences and Gates.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(19) Storage yards and storage buildings.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(20) Wood-destroying insect treatment and repairs.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(21) Cranes and related systems.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(22) _____.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(23) _____.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(24) All other items and systems.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

D. Repair Persons: Repairs must be completed by trained, qualified, and insured repair persons.

E. HVAC Service Contract: If Tenant maintains the HVAC system under Paragraph 15C(14), Tenant  is  is not required to maintain, at its expense, a regularly scheduled maintenance and service contract for the HVAC system. The maintenance and service contract must be purchased from a HVAC maintenance company that regularly provides such contracts to similar properties. If Tenant fails to maintain a required HVAC maintenance and service contract in effect at all times during this lease, Landlord may do so and Tenant will reimburse Landlord for the expense of such maintenance and service contract or Landlord may exercise Landlord’s remedies under Paragraph 20.

- F. **Common Areas:** Landlord will maintain any common areas in the Property in a manner as Landlord determines to be in the best interest of the Property. Landlord will maintain any elevator and signs in the common area. Landlord may change the size, dimension, and location of any common areas, or allocate areas for short term or reserved parking for specific tenants, provided that such change does not materially impair Tenant's use and access to the leased premises. Tenant has the non-exclusive license to use the common areas in compliance with Landlord's rules and regulations. Tenant may not solicit any business in the common areas or interfere with any other person's right to use the common areas. This paragraph does not apply if Paragraph 2A(2) applies.
- G. **Notice of Repairs:** Tenant must promptly notify Landlord of any item that is in need of repair and that is Landlord's responsibility to repair. All requests for repairs to Landlord must be in writing.
- H. **Failure to Repair:** Landlord must make a repair for which Landlord is responsible within a reasonable period of time after Tenant provides Landlord written notice of the needed repair. If Tenant fails to repair or maintain an item for which Tenant is responsible within 10 days after Landlord provides Tenant written notice of the needed repair or maintenance, Landlord may: (1) repair or maintain the item, without liability for any damage or loss to Tenant, and Tenant must immediately reimburse Landlord for the cost to repair or maintain; or (2) exercise Landlord's remedies under Paragraph 20.

**16. ALTERATIONS:**

- A. Tenant may not alter (including making any penetrations to the roof, exterior walls or foundation), improve, or add to the Property or the leased premises without Landlord's written consent. Landlord will not unreasonably withhold consent for the Tenant to make reasonable non-structural alterations, modifications, or improvements to the leased premises.
- B. Tenant may not alter any locks or any security devices on the Property or the leased premises without Landlord's consent. If Landlord authorizes the changing, addition, or rekeying of any locks or other security devices, Tenant must immediately deliver the new keys and access devices to Landlord.
- C. If a governmental order requires alteration or modification to the leased premises, the party obligated to maintain and repair the item to be modified or altered as designated in Paragraph 15 will, at its expense, modify or alter the item in compliance with the order and in compliance with Paragraphs 16A and 17.
- D. Any alterations, improvements, fixtures or additions to the Property or leased premises installed by either party during the term of this lease will become Landlord's property and must be surrendered to Landlord at the time this lease ends, except for those fixtures Landlord requires Tenant to remove under Paragraph 11 or 14 or if the parties agree otherwise in writing.

**17. LIENS:** Tenant may not do anything that will cause the title of the Property or leased premises to be encumbered in any way. If Tenant causes a lien to be filed against the Property or leased premises, Tenant will within 20 days after receipt of Landlord's demand: (1) pay the lien and have the lien released of record; or (2) take action to discharge the lien. Tenant will provide Landlord a copy of any release Tenant obtains pursuant to this paragraph.

**18. LIABILITY:** To the extent permitted by law, Landlord is NOT responsible to Tenant or Tenant's employees, patrons, guests, or invitees for any damages, injuries, or losses to person or property caused by:

- A. an act, omission, or neglect of: Tenant; Tenant's agent; Tenant's guest; Tenant's employees; Tenant's patrons; Tenant's invitees; or any other tenant on the Property;





B. fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, riot, strike, interruption of utilities, theft, burglary, robbery, assault, terrorism, vandalism, other persons, environmental contaminants, or other occurrences or casualty losses.

**19. INDEMNITY:** Each party will indemnify, defend, and hold the other party harmless from any property damage, personal injury, suits, actions, liabilities, damages, cost of repairs or service to the leased premises or Property, or any other loss caused, negligently or otherwise, by that party or that party's employees, patrons, guests, or invitees.

**20. DEFAULT:**

A. If Landlord fails to comply with this lease within 30 days after Tenant notifies Landlord of Landlord's failure to comply, Landlord will be in default and Tenant may seek any remedy provided by law. If, however, Landlord's non-compliance reasonably requires more than 30 days to cure, Landlord will not be in default if the cure is commenced within the 30-day period and is diligently pursued.

B. If Landlord does not actually receive at the place designated for payment any rent due under this lease within 5 days after it is due, Tenant will be in default. If Tenant fails to comply with this lease for any other reason within 20 days after Landlord notifies Tenant of its failure to comply, Tenant will be in default.

C. If Tenant is in default, Landlord may, with at least 3 days written notice to Tenant: (i) terminate this lease, or (ii) terminate Tenant's right to occupy the leased premises without terminating this lease and may accelerate all rents which are payable during the remainder of this lease or any renewal period. Landlord will attempt to mitigate any damage or loss caused by Tenant's breach by using commercially reasonable means. If Tenant is in default, Tenant will be liable for:

- (1) any lost rent;
- (2) Landlord's cost of reletting the leased premises, including brokerage fees, advertising fees, and other fees necessary to relet the leased premises;
- (3) repairs to the leased premises for use beyond normal wear and tear;
- (4) all Landlord's costs associated with eviction of Tenant, such as attorney's fees, court costs, and prejudgment interest;
- (5) all Landlord's costs associated with collection of rent such as collection fees, late charges, and returned check charges;
- (6) cost of removing any of Tenant's equipment or fixtures left on the leased premises or Property;
- (7) cost to remove any trash, debris, personal property, hazardous materials, or environmental contaminants left by Tenant or Tenant's employees, patrons, guests, or invitees in the leased premises or Property;
- (8) cost to replace any unreturned keys or access devices to the leased premises, parking areas, or Property; and
- (9) any other recovery to which Landlord may be entitled under this lease or under law.

**21. ABANDONMENT, INTERRUPTION OF UTILITIES, REMOVAL OF PROPERTY, AND LOCKOUT:** Chapter 93 of the Texas Property Code governs the rights and obligations of the parties with regard to: (a) abandonment of the leased premises; (b) interruption of utilities; (c) removal of Tenant's property; and (d) "lock-out" of Tenant.

**22. HOLDOVER:** If Tenant fails to vacate the leased premises at the time this lease ends, Tenant will become a tenant-at-will and must vacate the leased premises immediately upon receipt of demand from Landlord. No holding over by Tenant, with or without the consent of Landlord, will extend this lease. Tenant will indemnify Landlord and any prospective tenants for any and all damages caused by the holdover. Rent for any holdover period will be 150% of the base monthly rent plus any additional rent calculated on a daily basis and will be immediately due and payable daily without notice or demand.

**23. LANDLORD'S LIEN AND SECURITY INTEREST:** To secure Tenant's performance under this lease, Tenant grants to Landlord a lien and security interest against all of Tenant's nonexempt personal property that is in the leased premises or on the Property. This lease is a security agreement for the purposes of the Uniform Commercial Code. Landlord may file a financing statement to perfect Landlord's security interest under the Uniform Commercial Code.

**24. ASSIGNMENT AND SUBLETTING:** Landlord may assign this lease to any subsequent owner of the Property. Tenant may not assign this lease or sublet any part of the leased premises without Landlord's written consent. An assignment of this lease or subletting of the leased premises without Landlord's written consent is voidable by Landlord. If Tenant assigns this lease or sublets any part of the leased premises, Tenant will remain liable for all of Tenant's obligations under this lease regardless if the assignment or sublease is made with or without the consent of Landlord.

**25. RELOCATION:**

- A. By providing Tenant with not less than 90 days advanced written notice, Landlord may require Tenant to relocate to another location in the Property, provided that the other location is equal in size or larger than the leased premises then occupied by Tenant and contains similar leasehold improvements. Landlord will pay Tenant's reasonable out-of-pocket moving expenses for moving to the other location. "Moving expenses" means reasonable expenses incurred by Tenant payable to professional movers, utility companies for connection and disconnection fees, wiring companies for connecting and disconnecting Tenant's office equipment required by the relocation, and printing companies for reprinting Tenant's stationery, business cards, and marketing materials containing Tenant's address. A relocation of Tenant will not change or affect any other provision of this lease that is then in effect, including rent and reimbursement amounts, except that the description of the suite or unit number will automatically be amended.
- B. Landlord may not require Tenant to relocate to another location in the Property without Tenant's prior consent.

**26. SUBORDINATION:**

- A. This lease and Tenant's leasehold interest are and will be subject, subordinate, and inferior to:
  - (1) any lien, encumbrance, or ground lease now or hereafter placed on the leased premises or the Property that Landlord authorizes;
  - (2) all advances made under any such lien, encumbrance, or ground lease;
  - (3) the interest payable on any such lien or encumbrance;
  - (4) any and all renewals and extensions of any such lien, encumbrance, or ground lease;
  - (5) any restrictive covenant affecting the leased premises or the Property; and
  - (6) the rights of any owners' association affecting the leased premises or Property.
- B. Tenant must, on demand, execute a subordination, attornment, and non-disturbance agreement that Landlord may request that Tenant execute, provided that such agreement is made on the condition that this lease and Tenant's rights under this lease are recognized by the lien-holder.

**27. ESTOPPEL CERTIFICATES AND FINANCIAL INFORMATION:**

- A. Within 10 days after receipt of a written request from Landlord, Tenant will execute and deliver to Landlord an estoppel certificate that identifies the terms and conditions of this lease.
- B. Within 30 days after receipt of a written request from Landlord, Tenant will provide to Landlord Tenant's current financial information (balance sheet and income statement). Landlord may request the financial information no more frequently than once every 12 months.

**28. CASUALTY LOSS:**


- A. Tenant must immediately notify Landlord of any casualty loss in the leased premises. Within 20 days after receipt of Tenant’s notice of a casualty loss, Landlord will notify Tenant if the leased premises are less than or more than 50% unusable, on a per square foot basis, and if Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss.
- B. If the leased premises are less than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord will restore the leased premises to substantially the same condition as before the casualty. If Landlord fails to substantially restore within the time required, Tenant may terminate this lease.
- C. If the leased premises are more than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord may: (1) terminate this lease; or (2) restore the leased premises to substantially the same condition as before the casualty. If Landlord chooses to restore and does not substantially restore the leased premises within the time required, Tenant may terminate this lease.
- D. If Landlord notifies Tenant that Landlord cannot substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss, Landlord may: (1) choose not to restore and terminate this lease; or (2) choose to restore, notify Tenant of the estimated time to restore, and give Tenant the option to terminate this lease by notifying Landlord within 10 days.
- E. If this lease does not terminate because of a casualty loss, rent will be reduced from the date Tenant notifies Landlord of the casualty loss to the date the leased premises are substantially restored by an amount proportionate to the extent the leased premises are unusable.

**29. CONDEMNATION:** If after a condemnation or purchase in lieu of condemnation the leased premises are totally unusable for the purposes stated in this lease, this lease will terminate. If after a condemnation or purchase in lieu of condemnation the leased premises or Property are partially unusable for the purposes of this lease, this lease will continue and rent will be reduced in an amount proportionate to the extent the leased premises are unusable. Any condemnation award or proceeds in lieu of condemnation are the property of Landlord and Tenant has no claim to such proceeds or award. Tenant may seek compensation from the condemning authority for its moving expenses and damages to Tenant’s personal property.

**30. ATTORNEY’S FEES:** Any person who is a prevailing party in any legal proceeding brought under or related to the transaction described in this lease is entitled to recover prejudgment interest, reasonable attorney’s fees, and all other costs of litigation from the nonprevailing party.

**31. REPRESENTATIONS:**

- A. Tenant's statements in this lease and any application for rental are material representations relied upon by Landlord. Each party signing this lease represents that he or she is of legal age to enter into a binding contract and is authorized to sign this lease. If Tenant makes any misrepresentation in this lease or in any application for rental, Tenant is in default.
- B. Landlord is not aware of any material defect on the Property that would affect the health and safety of an ordinary person or any environmental hazard on or affecting the Property that would affect the health or safety of an ordinary person, except: \_\_\_\_\_
- C. Each party and each signatory to this lease represents that: (1) it is not a person named as a Specially Designated National and Blocked Person as defined in Presidential Executive Order 13224; (2) it is not acting, directly or indirectly, for or on behalf of a Specially Designated and Blocked Person; and (3) is not

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arranging or facilitating this lease or any transaction related to this lease for a Specially Designated and Blocked Person. Any party or any signatory to this lease who is a Specially Designated and Blocked person will indemnify and hold harmless any other person who relies on this representation and who suffers any claim, damage, loss, liability or expense as a result of this representation.

**32. BROKERS:**

A. The brokers to this lease are:

Principal Broker: \_\_\_\_\_ Cooperating Broker: \_\_\_\_\_

Agent: \_\_\_\_\_ Agent: \_\_\_\_\_

Address: \_\_\_\_\_ Address: \_\_\_\_\_

Phone & Fax: \_\_\_\_\_ Phone & Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_ E-mail: \_\_\_\_\_

License No.: \_\_\_\_\_ License No.: \_\_\_\_\_

Principal Broker: *(Check only one box)*

- represents Landlord only.
- represents Tenant only.
- is an intermediary between Landlord and Tenant.

Cooperating Broker represents Tenant.

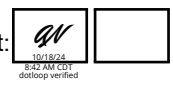
B. Fees:

- (1) Principal Broker's fee will be paid according to: *(Check only one box)*.
  - (a) a separate written commission agreement between Principal Broker and:
    - Landlord  Tenant.
  - (b) the attached Commercial Lease Addendum for Broker's Fee (TXR-2102).
- (2) Cooperating Broker's fee will be paid according to: *(Check only one box)*.
  - (a) a separate written commission agreement between Cooperating Broker and:
    - Principal Broker  Landlord  Tenant.
  - (b) the attached Commercial Lease Addendum for Broker's Fee (TXR-2102).

**33. ADDENDA:** Incorporated into this lease are the addenda, exhibits and other information marked in the Addenda and Exhibit section of the Table of Contents. If Landlord's Rules and Regulations are made part of this lease, Tenant agrees to comply with the Rules and Regulations as Landlord may, at its discretion, amend from time to time.

**34. NOTICES:** All notices under this lease must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, sent by a national or regional overnight delivery service that provides a delivery receipt, or sent by confirmed facsimile transmission to:

Landlord at: Headquarters TOO LLC  
Address: 1431 Graham, Ste 175, Tomball, TX 77375  
Attention: TPC Real Estate  
Fax: \_\_\_\_\_



and a copy to:

Address: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Fax: \_\_\_\_\_

Landlord also consents to receive notices by e-mail at: PETER@TPC-RE.COM

Tenant at the leased premises,

and to: NORATWINS LLC  
Address: 2326 Scarlett Pine Bend Tomball, TX 77375  
Attention: \_\_\_\_\_  
Fax: \_\_\_\_\_

and a copy to:  
Address: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Fax: \_\_\_\_\_

Tenant also consents to receive notices by e-mail at: analeen28@yahoo.com

**35. SPECIAL PROVISIONS:** The following special provisions apply and will control in the event of a conflict with other provisions of this lease. *(If special provisions are contained in an addendum, identify the applicable addendum on the cover page of this lease.)*

Tenant to use Landlord's roofer for any roof penetrations.  
Tenant to use Sharpview signs for storefront signage. Wire-way, black side, black cap, and black perferrated front. 75% of storefront for usage. The general look and color scheme is approved by the landlord but further approval for size still needed.

If Tenant can not get permits after diligently pursuing, Landlord will be allowed to obtain permits for the Tenant. Tenant will provide Landlord with all necessary plans, and information to obtain said permit. Tenant will reimburse Landlord for any and all out of pocket costs of obtaining the permit. After 180 days of receiving plans and information if Landlord can not obtain permits, then the Tenant or Landlord may terminate this lease.

So long as the Tenant is not in default of the lease and in continuous operation, the Landlord will not lease to another Tenant whose primary business is the sale of Ice Cream or Donuts.

So long as the Tenant is not in default of the lease and in continuous operation, Tenant will have the right to Renew this lease for an additional five (5) years at a 12% increase of the Base Rent. Tenant shall exercise the Renewal by giving the Landlord written notice at least one hundred eighty (180) days prior to the expiration of the initial term of this lease.

**36. AGREEMENT OF PARTIES:**

- A. Entire Agreement: This lease contains the entire agreement between Landlord and Tenant and may not be changed except by written agreement.
- B. Binding Effect: This lease is binding upon and inures to the benefit of the parties and their respective heirs, executors, administrators, successors, and permitted assigns.
- C. Joint and Several: All Tenants are jointly and severally liable for all provisions of this lease. Any act or notice to, or refund to, or signature of, any one or more of the Tenants regarding any term of this lease, its renewal, or its termination is binding on all Tenants.

- D. **Controlling Law:** The laws of the State of Texas govern the interpretation, performance, and enforcement of this lease.
- E. **Severable Clauses:** If any clause in this lease is found invalid or unenforceable by a court of law, the remainder of this lease will not be affected and all other provisions of this lease will remain valid and enforceable.
- F. **Waiver:** Landlord's delay, waiver, or non-enforcement of acceleration, contractual or statutory lien, rental due date, or any other right will not be deemed a waiver of any other or subsequent breach by Tenant or any other term in this lease.
- G. **Quiet Enjoyment:** Provided that Tenant is not in default of this lease, Landlord covenants that Tenant will enjoy possession and use of the leased premises free from material interference.
- H. **Force Majeure:** If the performance of any party to this lease is delayed by strike, lock-out, shortage of material, governmental restriction, riot, war, epidemic, pandemic, quarantine, or by other cause, without fault and beyond the control of the party obligated (financial inability excepted), performance of such act will be abated for the period of the delay; provided, however, nothing in this paragraph excuses Tenant from the prompt payment of rent or other charge, nor will Tenant's inability to obtain governmental approval for its intended use of the leased premises excuse any of Tenant's obligations hereunder.
- I. **Time:** Time is of the essence. The parties require strict compliance with the times for performance.
- J. **Counterparts:** If this lease is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.

**37. EFFECTIVE DATE:** The effective date of this lease is the date the last party executes this lease and initials any changes.

**38. LICENSE HOLDER DISCLOSURE:** Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as a trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale or rental agreement. Disclose if applicable: Principle Broker is a part of Ownership



Commercial Lease concerning: 1417 Graham Drive, Tomball, TX 77375

Item 8.

**Brokers are not qualified to render legal advice, property inspections, surveys, engineering studies, environmental assessments, tax advice, or compliance inspections. The parties should seek experts to render such services. READ THIS LEASE CAREFULLY. If you do not understand the effect of this Lease, consult your attorney BEFORE signing.**

**Landlord:** Headquarters TOO LLC

**Tenant:** \_\_\_\_\_

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

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

By (signature):   
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_ Date: \_\_\_\_\_

By (signature): *Analyn Norato*  
Printed Name: Analyn Norato  
Title: Manager Date: 10/18/2024

dotloop verified  
10/18/24 8:42 AM CDT  
UTBT-09E-N39-3CH

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

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

By (signature):   
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_ Date: \_\_\_\_\_

By (signature):   
Printed Name: Enrique Norato  
Title: Member Date: 10/18/2024

**AGREEMENT**

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

This Agreement (the “Agreement”) is made and entered into by and between the **Tomball Economic Development Corporation**, an industrial development corporation created pursuant to Tex. Rev. Civ. Stat. Ann. Art. 5190.6, Section 4B, located in Harris County, Texas (the “TEDC”), and **Niki’s Mini Donuts, LLC** (the “Company”), 2326 Scarlett Pine Bend, Tomball, TX 77375.

**WITNESSETH:**

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

**WHEREAS**, the Company proposes to lease a 1,875 square foot existing commercial space located at 1417 Graham Drive, Suite 400, Tomball, Texas 77375 (the “Property”), and more particularly described in Exhibit “A,” attached hereto and made a part hereof; and

**WHEREAS**, the Company proposes to open a Mini Donut Shop with many other high-quality treats at the Property; and

**WHEREAS**, the Company proposes to create Two (2) full-time jobs in Tomball in conjunction with the new location; and

**WHEREAS**, the TEDC agrees to provide to the Company an amount equal to twenty-five percent (25%) of the base monthly rent for the first 12 consecutive months of operation not to exceed Ten Thousand Dollars (\$10,000.00), in accordance with an established Rental Assistance Incentive; and



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

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

1.

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

2.

The Company also covenants and agrees that construction of the Improvements, the addition of the Two (2) new employees, and obtaining all necessary occupancy permits from the City shall occur within twelve (12) months from the Effective Date of this Agreement. Extensions of these deadlines, due to any extenuating circumstance or uncontrollable delay, may be granted at the sole discretion of the Board of Directors of the TEDC.

3.

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

4.

In consideration of the Company's representations, promises, and covenants, TEDC agrees to grant to the Company an amount equal to twenty-five percent (25%) of the base monthly rent for the first 12 consecutive months of operation not to exceed Ten Thousand Dollars (\$10,000.00). The TEDC agrees to distribute such funds to the Company within thirty (30) days of receipt of a letter from the Company requesting such payment, which letter shall also include: (a) a copy of the City's occupancy permit for the Property; (b) proof that the Company has added the number of employees indicated above to its business operations on the Property, as evidenced by copies of Texas Workforce Commission form C-3 or Internal Revenue Service Form 941; and, (c) an affidavit from the landlord of the Property stating that all rents have been paid in accordance with the terms of the lease agreement for the first twelve consecutive months of operation.

## 5.

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

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

6.

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

7.

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

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

If to Company: Niki's Mini Donuts, LLC  
1417 Graham Drive, Suite 400  
Tomball, TX 77375  
Attn: Analyn Norato, Manager/Co-Owner

8.

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

9.

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

10.

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

11.

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

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the parties on this \_\_\_\_\_ day of \_\_\_\_\_ 2025 (the "Effective Date").

**NIKI'S MINI DONUTS, LLC**

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

Name: Analyn Norato

Title: Manager/Co-Owner

ATTEST:

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

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

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

**TOMBALL ECONOMIC DEVELOPMENT CORPORATION**

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

Name: Gretchen Fagan

Title: President, Board of Directors

ATTEST:

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

Name: Bill Sumner Jr.

Title: Secretary, Board of Directors

**ACKNOWLEDGMENT**

THE STATE OF TEXAS    §  
                                  §  
COUNTY OF HARRIS    §

This instrument was acknowledged before me on the \_\_ day of \_\_\_\_ 2025, by AnalyN Norato, Manager/Co-Owner of Niki’s Mini Donuts, LLC, for and on behalf of said company.

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

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

(SEAL)

**ACKNOWLEDGMENT**

THE STATE OF TEXAS    §  
                                  §  
COUNTY OF HARRIS    §

This instrument was acknowledged before me on the \_12th\_\_\_\_ day of \_November\_\_\_\_ 2024, by Gretchen Fagan, President of the Board of Directors of the Tomball Economic Development Corporation, for and on behalf of said Corporation.

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

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

(SEAL)

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

Property Address: 1417 Graham Drive, Suite 400, Tomball, TX 77375

DRAFT

# Regular Tomball EDC Agenda Item Data Sheet

Meeting Date: November 12, 2024

**Topic:**

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

**Background:**

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

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

The proposed agreement includes the additional amendment for the selling and/or leasing of the First Baptist Church Campus/Old Town Tomball properties.

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

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

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

**FUNDING (IF APPLICABLE)**

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

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

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

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

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





### AMENDMENT TO LISTING

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#### AMENDMENT TO LISTING AGREEMENT BETWEEN THE UNDERSIGNED PARTIES CONCERNING THE PROPERTY AT

First Baptist Church Campus/Old Town Tomball, South Live Oak Industrial Park (aka Live Oak Business Park), and real property both in close proximity to and as expansion space along with any other real property acquired by Owner/Seller.

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

Effective November 30, 2024, Owner and Broker amend the above-referenced Listing as follows:

- A. The Listing Price in Paragraph 3 of the Listing is changed to: \$ \_\_\_\_\_.
- B. The date the Listing ends in Paragraph 4 of the Listing is changed to: November 30, 2025.
- C. Owner instructs Broker to cease marketing the Property on \_\_\_\_\_ and to resume marketing the Property on:  (1) receipt of further instructions from Owner; or  (2) \_\_\_\_\_.

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

- D. Paragraph(s) \_\_\_\_\_ are changed as follows:

#### Tomball Economic Development Corporation

#### Colliers International Houston, Inc.

Broker's (Company's) Printed Name 0029114 License No.

#### By:

Seller or Landlord \_\_\_\_\_ Date

**Kelly Violette, Executive Director**

DocuSigned by:

*Tom Condon*

10/17/2024

By: \_\_\_\_\_  
3E1F4A6551E5403...  
Broker's Associate's Signature Date

\_\_\_\_\_  
Seller or Landlord Date

**Tom Condon, Jr., Principal**

# Regular Tomball EDC Agenda Item Data Sheet

Meeting Date: November 12, 2024

**Topic:**

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

**Background:**

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

The Agreement is set to expire on November 30, 2024.

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

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

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

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

**FUNDING (IF APPLICABLE)**

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

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

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

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



### AMENDMENT TO LISTING

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#### AMENDMENT TO LISTING AGREEMENT BETWEEN THE UNDERSIGNED PARTIES CONCERNING THE PROPERTY AT

located within Tomball city limits, its E.T.J. or adjacent areas there to

"Client" means the buyer or tenant of the above-referenced Property.

Effective November 30, 2024, Owner and Broker amend the above-referenced Listing as follows:

- A. The Listing Price in Paragraph 3 of the Listing is changed to: \$ \_\_\_\_\_.
- B. The date the Listing ends in Paragraph 4 of the Listing is changed to: November 30, 2025.
- C. Owner instructs Broker to cease marketing the Property on \_\_\_\_\_ and to resume marketing the Property on:  (1) receipt of further instructions from Owner; or  (2) \_\_\_\_\_.

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

- D. Paragraph(s) \_\_\_\_\_ are changed as follows:

**Colliers International Houston, Inc.**

Broker's (Company's) Printed Name **0029114** License No.

DocuSigned by:  
  
 By: \_\_\_\_\_ 10/17/2024  
 3E1F4A6551E5403  
 Broker's Associate's Signature Date

**Tom Condon, Jr., Principal**

**Tomball Economic Development Corporation**

By: \_\_\_\_\_  
 Seller or Landlord Date  
**Kelly Violette, Executive Director**

\_\_\_\_\_  
 Seller or Landlord Date

# Regular Tomball EDC Agenda Item Data Sheet

**Meeting Date:** November 12, 2024

**Topic:**

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

“A RESOLUTION OF THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION PROVIDING THE TIME AND PLACE OF THE REGULAR MEETINGS OF THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION IN THE CITY OF TOMBALL, TEXAS FOR THE YEAR 2025.”

**Background:**

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

The proposed 2025 calendar of TEDC Regular Board Meetings is below.

- January 14, 2025
- March 4, 2025
- May 13, 2025
- August 19, 2025\*
- September 2, 2025\*
- November 11, 2025

**Origination:** TEDC By-laws

**Recommendation:** Staff recommends approval of the Resolution for the 2025 Board of Directors Meeting Calendar.

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

**FUNDING (IF APPLICABLE)**

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

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

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

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

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

# TOMBALL

ECONOMIC DEVELOPMENT CORP.

# 2025

**MEETING DATES**

January 14, 2025

March 4, 2025

May 13, 2025

August 19, 2025\*

September 2, 2025\*

November 11, 2025

- JANUARY -

S	M	T	W	TH	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

- FEBRUARY -

S	M	T	W	TH	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

- MARCH -

S	M	T	W	TH	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

- APRIL -

S	M	T	W	TH	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

**TIME**

5:30 p.m.

Meetings with \* will have a 4:00 Joint Workshop with City Council.

- MAY -

S	M	T	W	TH	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

- JUNE -

S	M	T	W	TH	F	S
						1
2	3	4	5	6	7	
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

- JULY -

S	M	T	W	TH	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

- AUGUST -

S	M	T	W	TH	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

**LOCATION**

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

- SEPTEMBER -

S	M	T	W	TH	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

- OCTOBER -

S	M	T	W	TH	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

- NOVEMBER -

S	M	T	W	TH	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

- DECEMBER -

S	M	T	W	TH	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

**NOTES**

Fiscal Year is Oct. 1 to Sept. 30

November 2024—First regular meeting of the new fiscal year

May— Annual Meeting

**RESOLUTION NO. 2024-40-TEDC**

**A RESOLUTION OF THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION, PROVIDING THE TIME AND PLACE OF THE REGULAR MEETINGS OF THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION IN THE CITY OF TOMBALL, TEXAS, FOR THE YEAR 2025.**

\* \* \* \* \*

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

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

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

**Section 2.** The time and place of the regular meetings of the Tomball Economic Development Corporation for the year 2025 shall be as follows:

- Dates: January 14, 2025
- March 4, 2025
- May 13, 2025
- August 19, 2025 \*Special Joint Meeting w/Council at 4:00 p.m.
- September 2, 2025 \*Special Joint Meeting w/Council at 4:00 p.m.
- November 11, 2025

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

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

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

**PASSED AND APPROVED BY A VOTE OF \_\_\_ TO \_\_\_ AS SET OUT BELOW AT THE MEETING OF THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION HELD ON THE 12th DAY OF November, 2024:**

GRETCHEN FAGAN	_____
LATRELL SHANNON	_____
BILL SUMNER JR.	_____
DANNY HUDSON	_____
BROCK HENDRICKSON	_____
LISA COVINGTON	_____
JIM ENGELKE	_____

\_\_\_\_\_  
GRETCHEN FAGAN, President

ATTEST:

\_\_\_\_\_  
TIFFANI WOOTEN, Assistant Director

# Regular Tomball EDC Agenda Item Data Sheet

Meeting Date: November 12, 2024

**Topic:**

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

**Background:**

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

- President – Gretchen Fagan
- Vice President – Vacant
- Secretary – Bill Sumner
- Treasurer – Vacant

**Origination:** TEDC By-laws

**Recommendation:**

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

**FUNDING (IF APPLICABLE)**

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

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

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

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

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



**President**

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

**Vice President**

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

**Secretary**

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

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

**Treasurer**

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

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

# Regular Tomball EDC Agenda Item Data Sheet

Meeting Date: November 12, 2024

**Topic:**

TEDC Quarterly update on 2024-2025 Strategic Work Plan.

**Background:**

**Origination:** Kelly Violette, Executive Director

**Recommendation:** Presentation item only.

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

**FUNDING (IF APPLICABLE)**

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

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

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

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

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

## 2024 – 2025 STRATEGIC PLAN: ACCOMPLISHMENTS

### GOAL 1: BUSINESS RETENTION & EXPANSION (BRE)

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

1. Conduct 9 BRE on-site or virtual visits per quarter and report feedback from visits to board.
2. Conduct an annual online business survey to identify and manage business needs.
3. Continue the Grow Tomball initiative to highlight and promote local businesses.
  - (a) Share success stories on the Tomball EDC website.
  - (b) Support Tomball EDC podcasts.
  - (c) Develop video success stories to be added to the Tomball EDC website.
  - (d) Expand reach using YouTube, Google SEO, Instagram Reels, and paid ads.
  - (e) Explore creative ways to increase public exposure.
4. Produce programming that meets the needs of the existing industry leaders in Tomball.
  - (a) Host 2 networking events.
  - (b) Host 1 Outlook Luncheon.
5. Provide resources/access to information to assist local businesses with demographic and market data using SizeUp.
6. Support “Made in Tomball” Initiative.
7. Explore programming and financial incentives to help existing industries expand.

### STATUS/UPDATES

- 10 site visits have been conducted with the necessary follow-up from each visit.
- A Business Retention and Expansion (BRE) Survey has been drafted and will be sent out Q4 2024.

- 4 new success stories have been added to the TEDC website. These are updated quarterly.
  - Sylvia's Woodfire Pizza
  - RMS – Breaux Machine Works
  - Imperial Star Solar
  - ADIM Media
- All success stories have been uploaded to the new TEDC YouTube page to help broaden exposure.
- 1 new video success stories (Imperial Star Solar) has been uploaded to the TEDC website under the new Media Page.
- Renewed our contract with Demographic and Market data provider, Size Up to continue to give area businesses and aspiring entrepreneurs access to their data needs.
- The Annual Economic Outlook Luncheon was held on October 15<sup>th</sup>.
- Business networking event “Mix and Jingle” is scheduled for December 12<sup>th</sup> at Paradigm Brewing Co.

## **GOAL 2: ATTRACTION & RECRUITMENT**

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

1. Continue developing and maintaining relationships with businesses, site selectors, brokers, and developers, and maintain an awareness of available real estate properties within the community.
2. Support infill and redevelopment opportunities to attract new private sector investment.
3. Explore public financing tools including Tax Increment Reinvest Zones (TIRZ) to finance infrastructure improvements and encourage development/redevelopment projects.
4. Support local and emerging entrepreneurs.
  - (a) Provide workshops emphasizing financial literacy, business management, marketing, networking, recruitment, etc. that will help their businesses grow or be more profitable.
5. Create an Incentives Policy to guide the TEDC in evaluating economic incentives.

6. Use targeted recruitment techniques to pinpoint potential companies within the TEDC's target industries in areas that are favorable for relocation or expansion.
7. Refresh website and online materials to maintain up-to-date information in a dynamic and user-friendly interface.
  - (a) Update target industry information, make the incentives tab easier to find, and update data and demographics.

---

## STATUS/UPDATES

- Ongoing coordination with COT regarding needed infrastructure in targeted areas.
- TEDC is hosting a 4-part webinar series to help emerging entrepreneurs and existing business owners to be more profitable.
  - 1<sup>st</sup> Webinar March 26<sup>th</sup> - The E-Com Growth Roadmap - presented by Josh Orr, Capital Commerce
  - 2<sup>nd</sup> Webinar June 11<sup>th</sup> – Security in an Insecure World - presented by James Morrison, Intelisys
  - 3<sup>rd</sup> Webinar September 26<sup>th</sup> – How to Effectively Use AI tools for your small business - presented by Andrew Brockenbush, Beefy Marketing
  - 4<sup>th</sup> Webinar is scheduled for December
- Marketing and Branding efforts continue to be updated to reflect a “We Mean Business” theme.
- Staff is working with a consultant on a formal Incentive Policy. Presentation of contract at November Board Meeting.
- Targeted marketing is accomplished through custom audience targeting optimization through MultiView:
  - 1,142,857 Display Impressions
  - 400,000 Video Impressions
- The TEDC website has been updated with the creation of a new “Media” page as well as updates to the SYEP page.

- Staff continues to work with Beefy Marketing on the TEDC Socia Media Campaign to strengthen identity and resources.

### **GOAL 3: DEVELOPMENT/REDEVELOPMENT OF OLD TOWN**

#### ***To encourage quality investment in Tomball's Old Town***

1. Partner with the City of Tomball on targeted infrastructure improvements (alleyways, parking, wayfinding, etc.)
  - (a.) Partner with stakeholders to help minimize construction disruption and to provide additional marketing assistance for those businesses who do experience disruption.
2. Continue to plan for and improve parking and pedestrian access.
  - (a.) Consider needed improvements.
  - (b.) Fund wayfinding in Old Town directing people to parking.
3. First Baptist Church Project:
  - (a.) Initiate planning process.
4. Create a project and financing plan for the redevelopment of the South Live Oak Business Park.
5. Continue to promote incentives and explore additional ways to encourage upgrades to properties in Old Town.

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#### **STATUS/UPDATES**

- Ongoing coordination with Public Works regarding downtown parking, alleyway improvements, construction schedule, and communication methods.
- Wayfinding is being explored by the city under the comprehensive plan update.
- Staff continues to work with Synchro on the vision/planning of the First Baptist Church Site.

- Ongoing meetings with potential development partners regarding South Live Oak.
- Working with consultant on a market analysis proposal and scope for South Live Oak and Old Town redevelopment.
- One Façade Improvement Grant and 11 Business Improvement Grants have been awarded to Old Town businesses/property owners.

#### **GOAL 4: EDUCATION & WORKFORCE DEVELOPMENT**

***Partner with local/regional education institutions, City of Tomball, Greater Tomball Area Chamber of Commerce, and local industries to further develop youth workforce programs and initiatives.***

1. Continue to serve on the P-TECH Steering Committee with Lone Star College-Tomball, TISD, and HCA officials.
  - a. Research grant funding opportunities for the P-TECH program and other youth workforce programs.
2. Continue to serve on the TISD – CTE Advisory Board to create pathways for CTE students to enter the workforce and gain work-based learning credentials with industry partners.
3. Work with our Regional Workforce Board and Texas Workforce Commission on available resources for local industries.
4. Continue to work with local/regional education institutions to support a Grow Tomball – Youth Program.
  - (a) Work with education institutions to host job/career fairs.
  - (b) Maintain and update a job board for High School and College Students on the TEDC Website.
  - (c) Research funding partners for Internship/Apprenticeship Program.

- (d) Grow the Summer Youth Employment Program.
- (e) Work with TISD to launch a Teacher Externship Program.

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## STATUS/UPDATES

- Serve on the P-TECH Steering Committee. Attended the October 22<sup>nd</sup> meeting where we discussed plans for the 3<sup>rd</sup> cohort of kids coming into the program.
- Serve on the Tomball ISD Advisory Board to ensure that Tomball ISD and industry needs are promoting the 21<sup>st</sup> century skills that students will need.
- Serve on the Lone Star College-Tomball Designer in Residence 2.0 Regional Design Team – Accelerating Pathways in Dual Enrollment.
- Working with Lone Star College-Tomball to host a community Career Fair scheduled for April 16, 2025.
- Staff worked with TISD to support the Teacher Externship Program. 8 Teachers completed the program this summer.
- Staff continues to update the job board on the TEDC website for High school and college aged students.
- Staff is working with area businesses to host a “Career Fair” focus youth night at TISD Event Center on February 19, 2025, to prepare area youth for the 2025 SYEP program.
- Launched the 2024 Summer Youth Employment Program.
  - 12 Youth Interns
  - 8 participating businesses
  - \$26,699.95 in TEDC Grant funding awarded.



# Regular Tomball EDC Agenda Item Data Sheet

Meeting Date: November 12, 2024

**Topic:**

Consideration and possible action to approve an agreement with TXP, Inc. for an economic development incentive policy analysis for a not-to-exceed amount of \$52,000 (fixed fee of \$49,500 plus travel expenses).

**Background:**

The development of a formal incentive policy is outlined in Goal 2 of the TEDC’s 2024-2025 Strategic Work Plan. The purpose of the policy is to help guide the TEDC in evaluating economic incentives for projects.

TXP, Inc. is an economic analysis and public policy consulting firm founded in 1987 in Austin, Texas. TXP, Inc. is currently working with the City of Tomball on the economic development component of the City’s Comprehensive Plan update.

Working with the same consultant that has already been engaged by Tomball helps to ensure cohesive alignment between long-term planning and immediate economic strategies. The goal is a well-integrated approach that leverages familiarity with the city's goals and challenges, while identifying incentive structures that attract sustainable investments while balancing community interests.

The scope of work includes a review of current TEDC and City of Tomball incentives as well as current policies to develop a framework that will assist the TEDC Board and City Council in evaluating future projects and incentive offerings. We will conduct a joint workshop with the TEDC Board and City Council regarding the proposed framework.

**Origination:**

**Recommendation:**

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

**FUNDING (IF APPLICABLE)**

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

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

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

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

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



October 4, 2024

### **Economic Development Incentive Policy Analysis**

1. Review TEDC and the City's past use of incentives to promote economic development and community development projects. TEDC uses a third-party tool to calculate direct project impacts and ROI. TXP will review this existing data and reports.
2. Review any current policies (formal or informal) utilized by TEDC and the City with respect to incentives.
3. Evaluate current incentive use/policies in comparison to existing TEDC and City Council strategic goals, economic vision, and strategic plan.
4. Prepare an incentive policy framework TEDC and the City will use to evaluate whether and to what extent to offer incentives, including items such as:
  - Policy priorities
  - Type of economic development opportunity (ex. industry)
  - Return on investment (ROI)
  - Qualitative and/or strategic value to City
  - Conformance with adopted policies and plans
5. Conduct a joint workshop with 1) TEDC Board and 2) City Council regarding the proposed framework.
6. Final presentation of policy recommendations to TEDC Board and City Council.
7. Final written summary report that describes how and when incentives will be offered in accordance with the final framework.



**Assumptions (for scope above):**

- Up to two in-person visits to Tomball, including final presentation.
- When possible, meetings with will be conducted via MS Teams.
- TEDC staff will coordinate and schedule any interviews with external groups.
- TEDC covers mileage, lodging, and per diem expenses for travel.

**Professional Fee**

The fixed professional fee will be \$49,500 plus travel expenses billed at cost.

# Regular Tomball EDC

## Agenda Item

### Data Sheet

**Meeting Date:** November 12, 2024

#### Topic:

Consideration and possible action to approve strategically located billboards aimed at enhancing the overall visibility and economic growth of our downtown district.

#### Background:

Many downtown businesses have expressed a need for greater marketing assistance to help draw visitors to the area. Investing in billboards is a direct response to their requests and demonstrates our commitment to supporting the economic well-being of all businesses in Old Town Tomball.

Outdoor advertising, such as billboards, is a time-tested method for reaching a broad audience. By situating billboards at high-traffic locations near main roads leading into Tomball, we can attract both local residents and visitors, encouraging them to explore the historic and vibrant offerings of Old Town Tomball.

#### Benefits:

1. **High Visibility and Reach:**

Billboards provide continuous exposure, 24/7, unlike other media that might only be seen at certain times. A well-placed billboard can be viewed by thousands of drivers daily, positioning Old Town Tomball as a key destination in their minds.

2. **Targeted Marketing:**

By strategically placing the billboards on major routes into the area, we can specifically target potential visitors traveling from nearby cities or popular routes. This targeted approach ensures that people who might be inclined to stop and visit Old Town are reached effectively.

3. **Increased Foot Traffic and Economic Impact:**

Encouraging more people to visit Old Town Tomball can lead to significant economic benefits for local businesses. More visitors mean more shoppers, diners, and participants in local activities, all of which contribute to the growth and prosperity of our community.

4. **Enhanced Community Image:**

Eye-catching and attractive billboards that promote the unique charm, events, and attractions of Old Town Tomball can help build a strong community image. This supports the town's reputation as a vibrant and inviting place to visit, contributing to long-term tourism and local pride.

#### Proposed Billboard Details:

- **Design Theme:** Highlight Old Town Tomball's rich history, local shops, dining experiences, and cultural events. The design should be vibrant and inviting, using compelling imagery that showcases the essence of the town.

• **Proposed Placement Locations:**

**1. “Welcome to Old Town Tomball” theme billboard on FM 2920**

- Panel ID: 008009 (FM 2920 NS 20ft E/O Sycamore)

**2. “Discover Old Town Tomball” theme billboard on FM 1488**

- Panel ID: 009927 (FM 1488 NS 0.4mi W/O Egypt Community F/W)

- **Duration:** A one-year contract to measure impact and gather data on visitor growth and engagement.

**Origination:** Kelly Violette, Executive Director

**Recommendation:** Staff recommends 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 \_\_\_\_\_  
Staff Member-TEDC Date

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

# 008009 - Houston Clear Channel Outdoor

**Description:** FM 2920 NS 20ft E/O Sycamore F/E - 2  
**Geopath ID:** 81844      **City:** TOMBALL      **Latitude:** 30.099  
**Media Type:** Premiere Posters      **State:** TX      **Longitude:** -95.613  
**Display Dimensions:** 12'3" x 24'6"      **Zip:** 77375      **Facing:** E  
**Physical Dimensions:** 12'3" x 24'6"



Weekly Impressions Houston TX (DMA)		
Demo	In Market	Total
18+ yrs	96,429	99,009
<b>4-Wk Period Rate: \$900</b>		
<b>Annual Cost: \$11,700</b>		

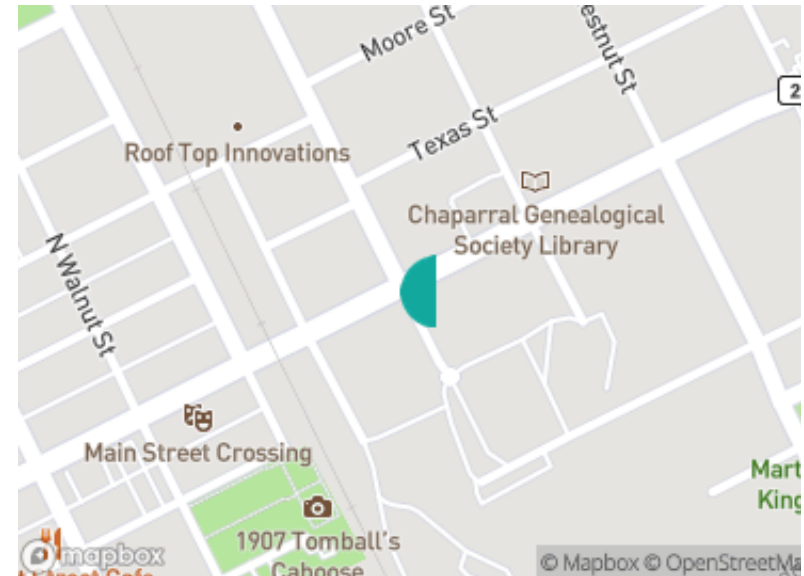
Visually striking, vinyl-wrapped display that promotes premium brand image among audiences in highly desirable areas of a market. Primarily located on surface streets, Premiere Panels provide granular targeting in key trade areas and the opportunity to influence consumers close to the point of purchase.

Source: 20240301 Geopath Impressions. Geopath impression information is based on available Geopath data as of the date of this proposal/photosheet. GEOPATH AUDIENCE LOCATION MEASUREMENT™ Data is proprietary intellectual property owned by Geopath, Inc. and is to be used only by the recipient solely and exclusively for its planning and /or buying of out-of-home media advertisements. The Total 18+ Imps (Weekly) reported for digital now represent only those impressions for a single spot in rotation. © Copyright, 2023 Geopath, All Rights Reserved. Powered by Streetlytics™ Clear Channel will deliver at least 92.5% of total contracted time for Times Square digital inventory.

# 008002 – Houston



**Description:** FM 2920 SS 20ft E/O Peach F/E - 1  
**Geopath ID:** 81830      **Media Type:** Bulletin  
**Facing:** E      **Size:** 10' x 24'  
**City:** TOMBALL      **Zip:** 77375  
**Latitude:** 30.098735      **Longitude:** -95.612185  
**Current Advertiser:** The Advertising Council, Inc



Weekly Impressions		
Houston TX (DMA)		
Demo	In Market	Total
Persons 18+ yrs	89,940	92,347
<b>4-Wk Period Rate: \$500</b>		
<b>Annual Cost: \$6,500</b>		

**Highlights:** This billboard is located FM 2920 near Hwy 249 in Tomball, TX. Tomball is a suburb located in the northwest Houston DMA. Tomball is experiencing continued growth with new residential communities, schools and shopping.

Source: 20240301 Geopath Impressions. Geopath impression information is based on available Geopath data as of the date of this photosheet. GEOPATH AUDIENCE LOCATION MEASUREMENT™ data is proprietary intellectual property owned by Geopath, Inc. and is to be used only by the recipient solely and exclusively for its planning and/or buying of out-of-home media advertisements. The Total 18+ Imps (Weekly) reported for digital represent those impressions for a single spot in rotation. © Copyright, 2023 Geopath, All Rights Reserved. Powered by Streetlytics™





# 009927 - Houston



**Description:** FM 1488 NS 0.4mi W/O Egypt Community F/W - 1

**Geopath ID:** 82177      **City:** Conroe      **Latitude:** 30.221

**Media Type:** Bulletin      **State:** TX      **Longitude:** -95.572

**Display Dimensions:** 14' x 48'      **Zip:** 77354      **Facing:** W

**Physical Dimensions:** 14' x 48'



Weekly Impressions Houston TX (DMA)		
Demo	In Market	Total
18+ yrs	93,106	105,870
<b>4-Wk Period Rate: \$1,200</b>		
<b>Annual Cost: \$15,600</b>		

This bulletin is located on FM 1488 east of the Tomball area. Tomball is rapidly growing with residential developments, restaurants, entertainment and shopping centers.

Source: 20240301 Geopath Impressions. Geopath impression information is based on available Geopath data as of the date of this proposal/photosheet. GEOPATH AUDIENCE LOCATION MEASUREMENT™ Data is proprietary intellectual property owned by Geopath, Inc. and is to be used only by the recipient solely and exclusively for its planning and /or buying of out-of-home media advertisements. The Total 18+ Imps (Weekly) reported for digital now represent only those impressions for a single spot in rotation. © Copyright, 2023 Geopath, All Rights Reserved. Powered by Streetlytics™ Clear Channel will deliver at least 92.5% of total contracted time for Times Square digital inventory.



**Clear Channel**  
Outdoor

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**GET MORE WITH US.**

Tomball EDC

# More Options

October 21, 2024

Guy Biermann

[guybiermann@clearchannel.com](mailto:guybiermann@clearchannel.com)

# Pricing


**Flight Name:** Tomball EDC

**Start Date:** November 18, 2024

**Market Name:** Houston TX

**End Date:** November 16, 2025

**Market Type:** DMA

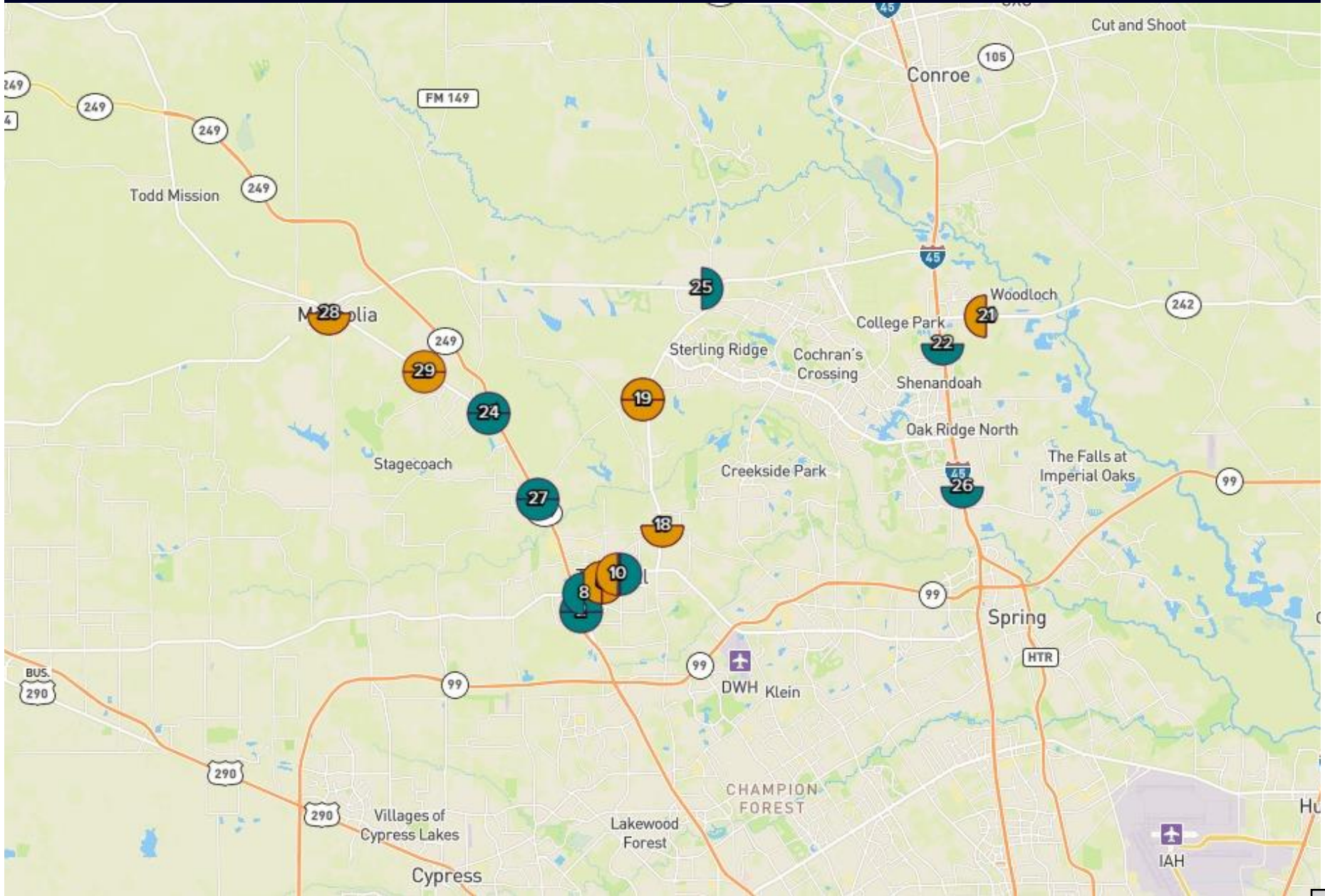
**Duration:** 52 Weeks (13 Periods)

Map Loc. #	Media Type	Panel ID #	Location Description	Facing	Panel Read	Display Size (h x w)	4-Wk Period Rate	Annual Cost
1	Bulletin	009916	SH 249 WS 100ft N/O Hirschfield F/N - 2	N	Right	14' x 48'	\$1,000	\$13,000
2	Bulletin	009915	SH 249 WS 100ft N/O Hirschfield F/S - 1	S	Left	14' x 48'	\$1,000	\$13,000
3	Premiere Panel	007312	FM 2920 SS 300ft E/O School Rd F/E - 1	E	Left	12'3" x 24'6"	\$900	\$11,700
4	Premiere Panel	007313	FM 2920 SS 300ft E/O School Rd F/E - 2	E	Left	12'3" x 24'6"	\$900	\$11,700
5	Premiere Panel	007314	FM 2920 SS 300ft E/O School Rd F/W - 3	W	Right	12'3" x 24'6"	\$900	\$11,700
6	Premiere Panel	007315	FM 2920 SS 300ft E/O School Rd F/W - 4	W	Right	12'3" x 24'6"	\$900	\$11,700
7	Bulletin	008002	FM 2920 SS 20ft E/O Peach F/E - 1	E	Left	10' x 24'	\$500	\$6,500
8	Bulletin	008031	FM 2920 SS 0.1mi E/O Hwy 249 F/E - 2	E	Left	10'6" x 36'	\$500	\$6,500
9	Bulletin	008096	FM 2920 SS 20ft E/O Peach F/W - 2	W	Right	10' x 24'	\$500	\$6,500
10	Premiere Panel	008009	FM 2920 NS 20ft E/O Sycamore F/E - 2	E	Right	12'3" x 24'6"	\$900	\$11,700
11	Premiere Panel	007309	FM 2978 WS 250ft S/O Hardin Store Rd F/N - 4	N	Left	12'3" x 24'6"	\$900	\$11,700
12	Bulletin	007433	SH 249 WS 700ft S/O Decker Prarie Rose Hill F/S - 1	S	Left	10'6" x 36'	\$1,000	\$13,000
13	Premiere Panel	007310	FM 2978 WS 250ft S/O Hardin Store Rd F/N - 3	N	Right	12'3" x 24'6"	\$900	\$11,700

14	Premiere Panel	007311	FM 2978 WS 250ft S/O Hardin Store Rd F/S - 2	S	Right	12'3" x 24'6"	\$900	\$11,700
15	Premiere Panel	007288	FM 1774 WS 0.1mi S/O Misty Meadow F/N - 4	N	Right	12'3" x 24'6"	\$300	\$3,900
16	Premiere Panel	008421	FM 1488 ES 0.1mi S/O FM 1774 F/N - 2	N	Left	12'3" x 24'6"	\$300	\$3,900
17	Premiere Panel	008443	FM 2978 ES 300ft N/O Kuykendahl-Hufsmith F/N - 1	N	Left	12'3" x 24'6"	\$900	\$11,700
18	Premiere Panel	008444	FM 2978 ES 300ft N/O Kuykendahl-Hufsmith F/N - 2	N	Left	12'3" x 24'6"	\$900	\$11,700
19	Premiere Panel	008442	FM 2978 WS 250ft S/O Hardin Store Rd F/S - 1	S	Left	12'3" x 24'6"	\$900	\$11,700
20	Premiere Panel	008502	Hwy 242 NS 1.5mi E/O I-45 F/E - 3	E	Right	12'3" x 24'6"	\$1,000	\$13,000
21	Premiere Panel	008503	Hwy 242 NS 1.5mi E/O I-45 F/E - 4	E	Right	12'3" x 24'6"	\$900	\$11,700
22	Bulletin	009581	I-45 North Frwy ES 1.3mi N/O Research Forest F/N - 1	N	Left	14' x 48'	\$7,000	\$91,000
23	Bulletin	009913	SH 249 WS 0.1mi N/O Baltzel F/S - 1	S	Left	14' x 48'	\$700	\$9,100
24	Bulletin	009914	SH 249 WS 0.1mi N/O Baltzel F/N - 2	N	Right	14' x 48'	\$700	\$9,100
25	Bulletin	009927	FM 1488 NS 0.4mi W/O Egypt Community F/W - 1	W	Left	14' x 48'	\$1,200	\$15,600
26	Bulletin	009985	I-45 North Frwy ES 0.5mi N/O Rayford Sawdust F/N - 1	N	Left	14' x 48'	\$4,000	\$52,000
27	Bulletin	007434	SH 249 WS 700ft S/O Decker Prarie Rose Hill F/N - 2	N	Right	10'6" x 36'	\$1,100	\$14,300
28	Premiere Panel	008420	FM 1488 ES 0.1mi S/O FM 1774 F/N - 1	N	Left	12'3" x 24'6"	\$300	\$3,900
29	Premiere Panel	008425	FM 1774 WS 0.1mi S/O Misty Meadow F/S - 2	S	Left	12'3" x 24'6"	\$300	\$3,900

# Tomball EDC Inventory

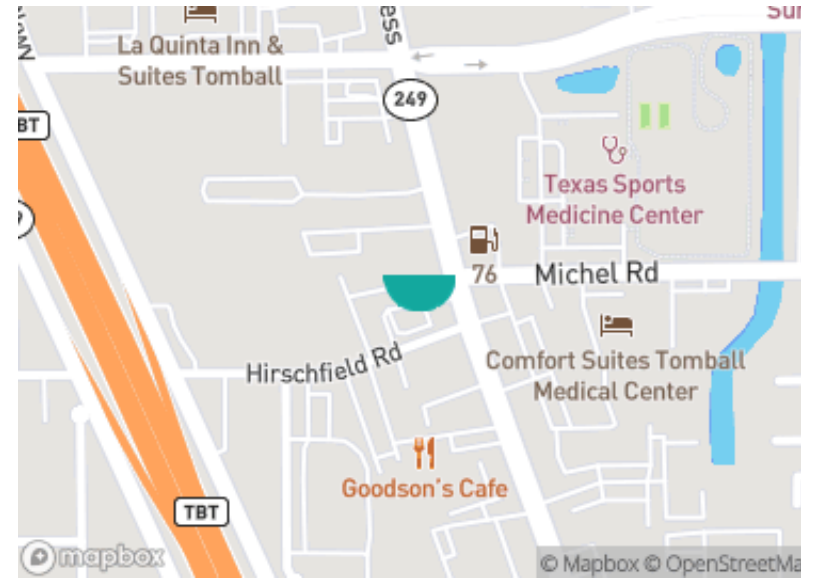
Zoomable Map: <https://go.cco.io/proposalVT02GH2E>



# 009916 – Houston



**Description:** SH 249 WS 100ft N/O Hirschfield F/N - 2  
**Geopath ID:** 82166 **Media Type:** Bulletin  
**Facing:** N **Size:** 14' x 48'  
**City:** TOMBALL **Zip:** 77377  
**Latitude:** 30.082213 **Longitude:** -95.631005  
**Current Advertiser:** Quintessa Marketing



Weekly Impressions		
Houston TX (DMA)		
<b>Demo</b>	<b>In Market</b>	<b>Total</b>
<b>Persons 18+ yrs</b>	64,512	65,693

**Highlights:** The bulletin is located on Hwy 249 in the heart of the northwest Houston DMA. Hwy 249 is a major, multi-lane highway and is a popular route for commuters from Tomball and the northwest Houston area. Hwy 249 is lined with retail shops, restaurants and car dealerships.

Source: 20240301 Geopath Impressions. Geopath impression information is based on available Geopath data as of the date of this photosheet. GEOPATH AUDIENCE LOCATION MEASUREMENT™ data is proprietary intellectual property owned by Geopath, Inc. and is to be used only by the recipient solely and exclusively for its planning and/or buying of out-of-home media advertisements. The Total 18+ Imps (Weekly) reported for digital represent those impressions for a single spot in rotation. © Copyright, 2023 Geopath, All Rights Reserved. Powered by Streetlytics™

# 009915 – Houston



**Description:** SH 249 WS 100ft N/O Hirschfield F/S - 1  
**Geopath ID:** 82165  
**Facing:** S  
**City:** TOMBALL  
**Latitude:** 30.082217  
**Current Advertiser:** Glaxo Smith Kline

**Media Type:** Bulletin  
**Size:** 14' x 48'  
**Zip:** 77377  
**Longitude:** -95.63103



Weekly Impressions		
Houston TX (DMA)		
Demo	In Market	Total
Persons 18+ yrs	64,223	65,849

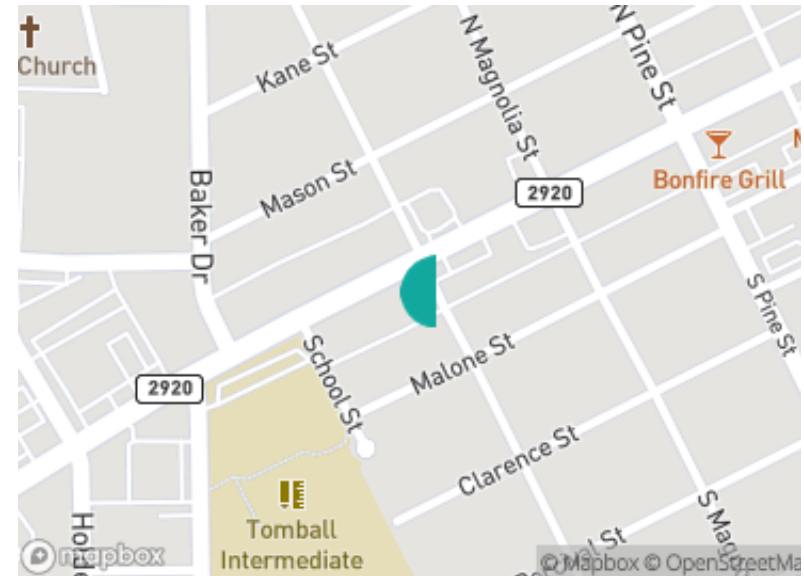
**Highlights:** The bulletin is located on Hwy 249 in the heart of the northwest Houston DMA. Hwy 249 is a major, multi-lane highway and is a popular route for commuters from Tomball and the northwest Houston area. Hwy 249 is lined with retail shops, restaurants and car dealerships.

Source: 20240301 Geopath Impressions. Geopath impression information is based on available Geopath data as of the date of this photosheet. GEOPATH AUDIENCE LOCATION MEASUREMENT™ data is proprietary intellectual property owned by Geopath, Inc. and is to be used only by the recipient solely and exclusively for its planning and/or buying of out-of-home media advertisements. The Total 18+ Imps (Weekly) reported for digital represent those impressions for a single spot in rotation. © Copyright, 2023 Geopath, All Rights Reserved. Powered by Streetlytics™

# 007312 – Houston



**Description:** FM 2920 SS 300ft E/O School Rd F/E - 1  
**Geopath ID:** 81640      **Media Type:** Premiere Posters  
**Facing:** E      **Size:** 12'3" x 24'6"  
**City:** TOMBALL      **Zip:** 77375  
**Latitude:** 30.09491      **Longitude:** -95.620684  
**Current Advertiser:** Harris County Public Health & Environmental Services



Weekly Impressions Houston TX (DMA)		
Demo	In Market	Total
Persons 18+ yrs	67,457	69,101

**Highlights:** Visually striking, vinyl-wrapped display that promotes premium brand image among audiences in highly desirable areas of a market. Primarily located on surface streets, Premiere Panels provide granular targeting in key trade areas and the opportunity to influence consumers close to the point of purchase.

Source: 20240301 Geopath Impressions. Geopath impression information is based on available Geopath data as of the date of this photosheet. GEOPATH AUDIENCE LOCATION MEASUREMENT™ data is proprietary intellectual property owned by Geopath, Inc. and is to be used only by the recipient solely and exclusively for its planning and/or buying of out-of-home media advertisements. The Total 18+ Imps (Weekly) reported for digital represent those impressions for a single spot in rotation. © Copyright, 2023 Geopath, All Rights Reserved. Powered by Streetlytics™

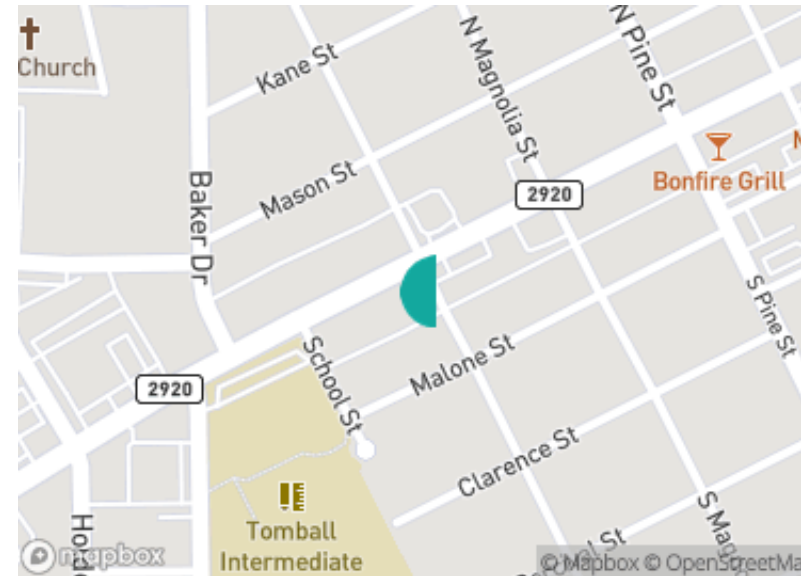


# 007313 – Houston



**Description:** FM 2920 SS 300ft E/O School Rd F/E - 2  
**Geopath ID:** 81642  
**Facing:** E  
**City:** TOMBALL  
**Latitude:** 30.094921  
**Current Advertiser:** Reliant Energy

**Media Type:** Premiere Posters  
**Size:** 12'3" x 24'6"  
**Zip:** 77375  
**Longitude:** -95.620682



Weekly Impressions		
Houston TX (DMA)		
Demo	In Market	Total
Persons 18+ yrs	67,898	69,552

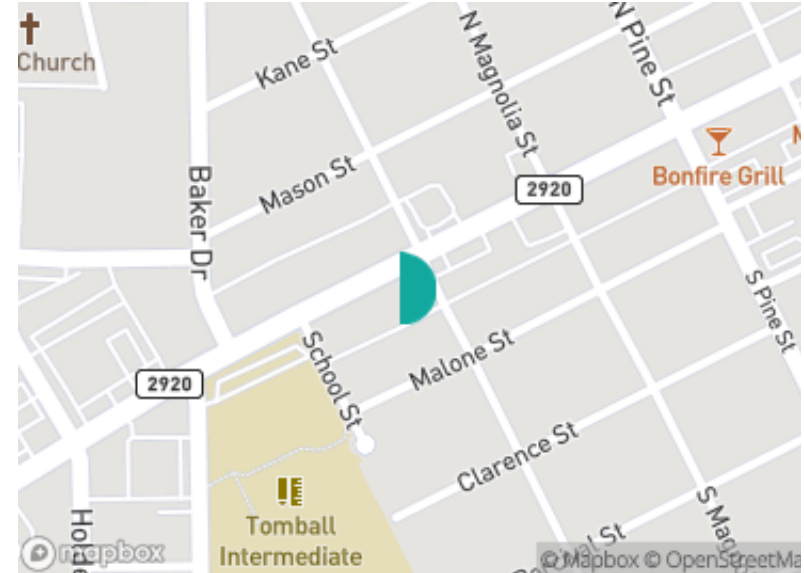
**Highlights:** Visually striking, vinyl-wrapped display that promotes premium brand image among audiences in highly desirable areas of a market. Primarily located on surface streets, Premiere Panels provide granular targeting in key trade areas and the opportunity to influence consumers close to the point of purchase.

Source: 20240301 Geopath Impressions. Geopath impression information is based on available Geopath data as of the date of this photosheet. GEOPATH AUDIENCE LOCATION MEASUREMENT™ data is proprietary intellectual property owned by Geopath, Inc. and is to be used only by the recipient solely and exclusively for its planning and/or buying of out-of-home media advertisements. The Total 18+ Imps (Weekly) reported for digital represent those impressions for a single spot in rotation. © Copyright, 2023 Geopath, All Rights Reserved. Powered by Streetlytics™

# 007314 – Houston



**Description:** FM 2920 SS 300ft E/O School Rd F/W - 3  
**Geopath ID:** 81645 **Media Type:** Premiere Posters  
**Facing:** W **Size:** 12'3" x 24'6"  
**City:** TOMBALL **Zip:** 77375  
**Latitude:** 30.094903 **Longitude:** -95.620676  
**Current Advertiser:** Glaxo Smith Kline



Weekly Impressions		
Houston TX (DMA)		
Demo	In Market	Total
Persons 18+ yrs	70,061	73,844

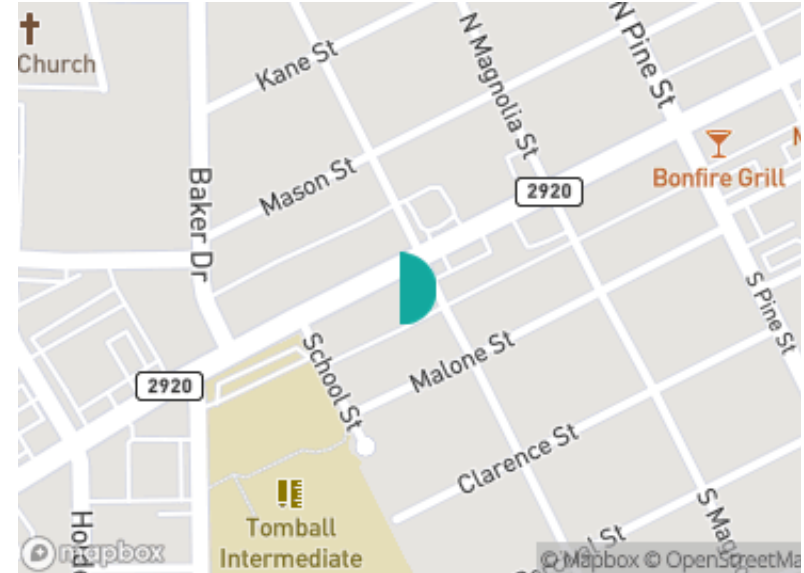
**Highlights:** Visually striking, vinyl-wrapped display that promotes premium brand image among audiences in highly desirable areas of a market. Primarily located on surface streets, Premiere Panels provide granular targeting in key trade areas and the opportunity to influence consumers close to the point of purchase.

Source: 20240301 Geopath Impressions. Geopath impression information is based on available Geopath data as of the date of this photosheet. GEOPATH AUDIENCE LOCATION MEASUREMENT™ data is proprietary intellectual property owned by Geopath, Inc. and is to be used only by the recipient solely and exclusively for its planning and/or buying of out-of-home media advertisements. The Total 18+ Imps (Weekly) reported for digital represent those impressions for a single spot in rotation. © Copyright, 2023 Geopath, All Rights Reserved. Powered by Streetlytics™

# 007315 – Houston



**Description:** FM 2920 SS 300ft E/O School Rd F/W - 4  
**Geopath ID:** 81648 **Media Type:** Premiere Posters  
**Facing:** W **Size:** 12'3" x 24'6"  
**City:** TOMBALL **Zip:** 77375  
**Latitude:** 30.094919 **Longitude:** -95.620679  
**Current Advertiser:** James Hardie Building Products



Weekly Impressions		
Houston TX (DMA)		
Demo	In Market	Total
Persons 18+ yrs	70,957	74,788

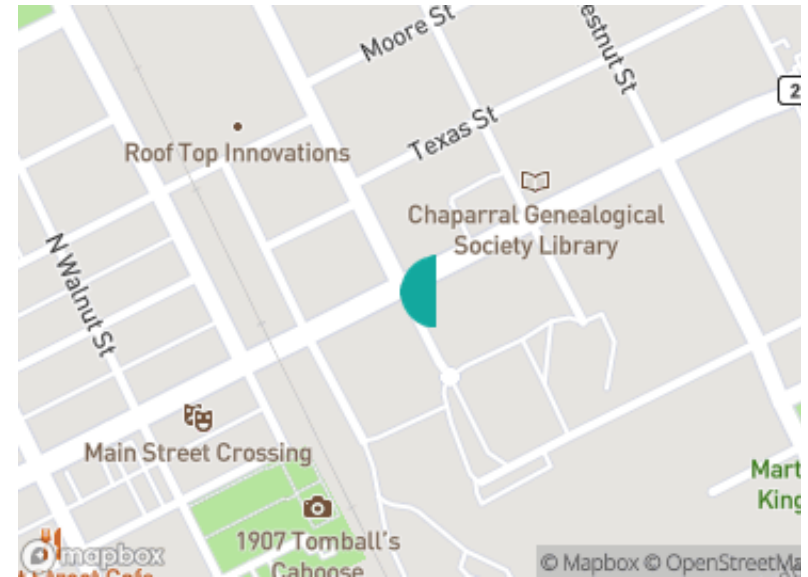
**Highlights:** Visually striking, vinyl-wrapped display that promotes premium brand image among audiences in highly desirable areas of a market. Primarily located on surface streets, Premiere Panels provide granular targeting in key trade areas and the opportunity to influence consumers close to the point of purchase.

Source: 20240301 Geopath Impressions. Geopath impression information is based on available Geopath data as of the date of this photosheet. GEOPATH AUDIENCE LOCATION MEASUREMENT™ data is proprietary intellectual property owned by Geopath, Inc. and is to be used only by the recipient solely and exclusively for its planning and/or buying of out-of-home media advertisements. The Total 18+ Imps (Weekly) reported for digital represent those impressions for a single spot in rotation. © Copyright, 2023 Geopath, All Rights Reserved. Powered by Streetlytics™

# 008002 – Houston



**Description:** FM 2920 SS 20ft E/O Peach F/E - 1  
**Geopath ID:** 81830      **Media Type:** Bulletin  
**Facing:** E      **Size:** 10' x 24'  
**City:** TOMBALL      **Zip:** 77375  
**Latitude:** 30.098735      **Longitude:** -95.612185  
**Current Advertiser:** The Advertising Council, Inc



Weekly Impressions		
Houston TX (DMA)		
Demo	In Market	Total
Persons 18+ yrs	89,940	92,347

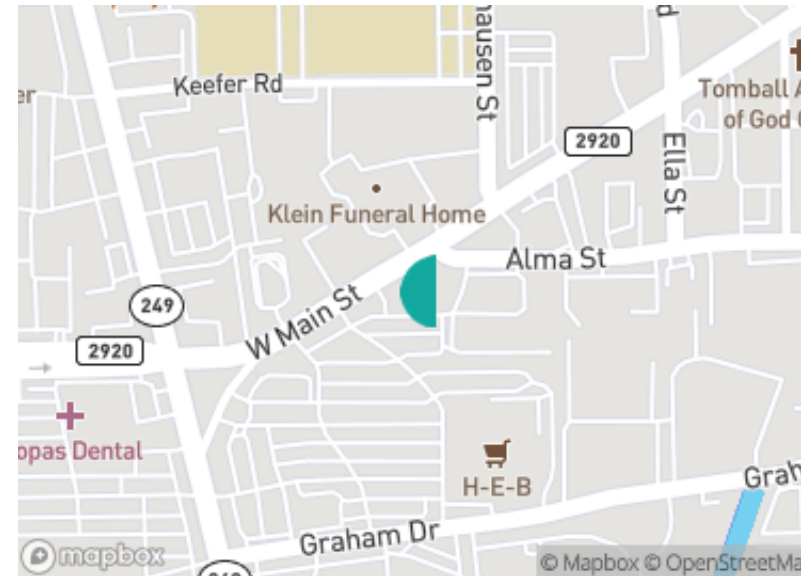
**Highlights:** This billboard is located FM 2920 near Hwy 249 in Tomball, TX. Tomball is a suburb located in the northwest Houston DMA. Tomball is experiencing continued growth with new residential communities, schools and shopping.

Source: 20240301 Geopath Impressions. Geopath impression information is based on available Geopath data as of the date of this photosheet. GEOPATH AUDIENCE LOCATION MEASUREMENT™ data is proprietary intellectual property owned by Geopath, Inc. and is to be used only by the recipient solely and exclusively for its planning and/or buying of out-of-home media advertisements. The Total 18+ Imps (Weekly) reported for digital represent those impressions for a single spot in rotation. © Copyright, 2023 Geopath, All Rights Reserved. Powered by Streetlytics™

# 008031 – Houston



**Description:** FM 2920 SS 0.1mi E/O Hwy 249 F/E - 2  
**Geopath ID:** 80838 **Media Type:** Bulletin  
**Facing:** E **Size:** 10'6" x 36'  
**City:** TOMBALL **Zip:** 77375  
**Latitude:** 30.090039 **Longitude:** -95.63004  
**Current Advertiser:** Lone Star College



Weekly Impressions		
Houston TX (DMA)		
Demo	In Market	Total
Persons 18+ yrs	92,940	95,573

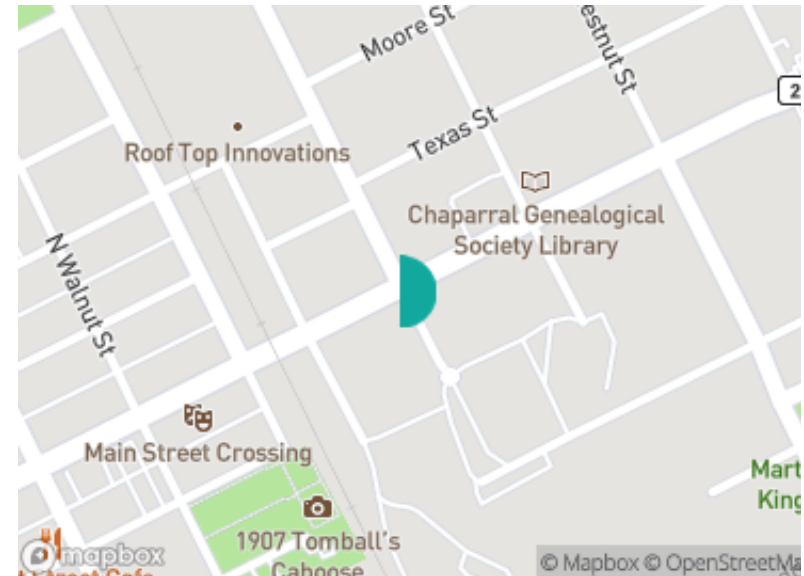
**Highlights:** This billboard is located on FM 2920 in Tomball, TX. Tomball is a suburb located in the northwest Houston DMA. Tomball has many residential communities along with rural areas. The area around this billboard has shopping, restaurants and gas stations.

Source: 20240301 Geopath Impressions. Geopath impression information is based on available Geopath data as of the date of this photosheet. GEOPATH AUDIENCE LOCATION MEASUREMENT™ data is proprietary intellectual property owned by Geopath, Inc. and is to be used only by the recipient solely and exclusively for its planning and/or buying of out-of-home media advertisements. The Total 18+ Imps (Weekly) reported for digital represent those impressions for a single spot in rotation. © Copyright, 2023 Geopath, All Rights Reserved. Powered by Streetlytics™

# 008096 – Houston



**Description:** FM 2920 SS 20ft E/O Peach F/W - 2  
**Geopath ID:** 81510      **Media Type:** Bulletin  
**Facing:** W      **Size:** 10' x 24'  
**City:** TOMBALL      **Zip:** 77375  
**Latitude:** 30.098735      **Longitude:** -95.612185  
**Current Advertiser:** The Advertising Council, Inc



Weekly Impressions		
Houston TX (DMA)		
Demo	In Market	Total
Persons 18+ yrs	91,953	98,433

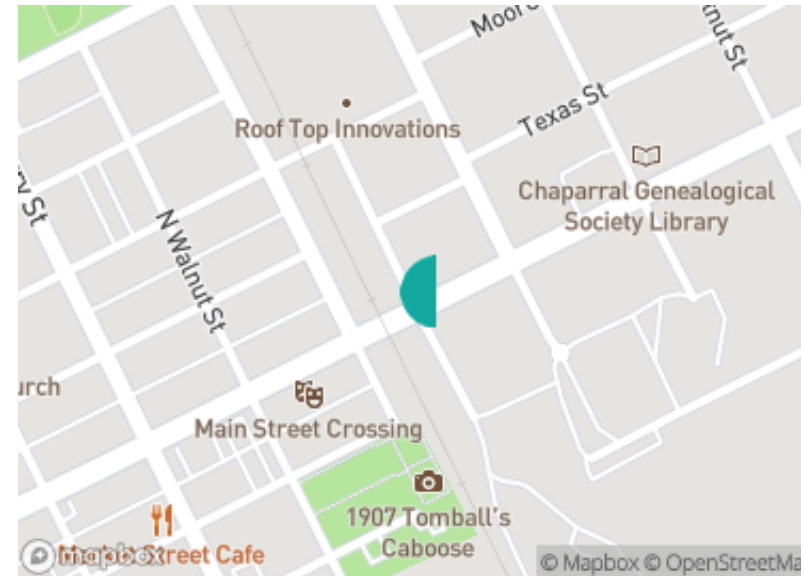
**Highlights:** This billboard is located on FM 2920 in Tomball, TX. Tomball is a suburb located in the Northwest Houston DMA. Tomball has upper-income residential communities, golf courses, schools and retail centers. The area around this billboard has restaurants, grocery stores, auto repair and retail centers.

Source: 20240301 Geopath Impressions. Geopath impression information is based on available Geopath data as of the date of this photosheet. GEOPATH AUDIENCE LOCATION MEASUREMENT™ data is proprietary intellectual property owned by Geopath, Inc. and is to be used only by the recipient solely and exclusively for its planning and/or buying of out-of-home media advertisements. The Total 18+ Imps (Weekly) reported for digital represent those impressions for a single spot in rotation. © Copyright, 2023 Geopath, All Rights Reserved. Powered by Streetlytics™

# 008009 – Houston



**Description:** FM 2920 NS 20ft E/O Sycamore F/E - 2  
**Geopath ID:** 81844 **Media Type:** Premiere Posters  
**Facing:** E **Size:** 12'3" x 24'6"  
**City:** TOMBALL **Zip:** 77375  
**Latitude:** 30.098527 **Longitude:** -95.613295  
**Current Advertiser:** Gulf Coast Regional Blood Center



Weekly Impressions		
Houston TX (DMA)		
Demo	In Market	Total
Persons 18+ yrs	96,429	99,009

**Highlights:** Visually striking, vinyl-wrapped display that promotes premium brand image among audiences in highly desirable areas of a market. Primarily located on surface streets, Premiere Panels provide granular targeting in key trade areas and the opportunity to influence consumers close to the point of purchase.

Source: 20240301 Geopath Impressions. Geopath impression information is based on available Geopath data as of the date of this photosheet. GEOPATH AUDIENCE LOCATION MEASUREMENT™ data is proprietary intellectual property owned by Geopath, Inc. and is to be used only by the recipient solely and exclusively for its planning and/or buying of out-of-home media advertisements. The Total 18+ Imps (Weekly) reported for digital represent those impressions for a single spot in rotation. © Copyright, 2023 Geopath, All Rights Reserved. Powered by Streetlytics™

# 007309 – Houston



**Description:** FM 2978 WS 250ft S/O Hardin Store Rd F/N - 4  
**Geopath ID:** 81631 **Media Type:** Premiere Posters  
**Facing:** N **Size:** 12'3" x 24'6"  
**City:** Magnolia **Zip:** 77354  
**Latitude:** 30.173198 **Longitude:** -95.600705  
**Current Advertiser:** With Honor Fund



Weekly Impressions		
Houston TX (DMA)		
Demo	In Market	Total
Persons 18+ yrs	38,321	38,949

**Highlights:** Visually striking, vinyl-wrapped display that promotes premium brand image among audiences in highly desirable areas of a market. Primarily located on surface streets, Premiere Panels provide granular targeting in key trade areas and the opportunity to influence consumers close to the point of purchase.

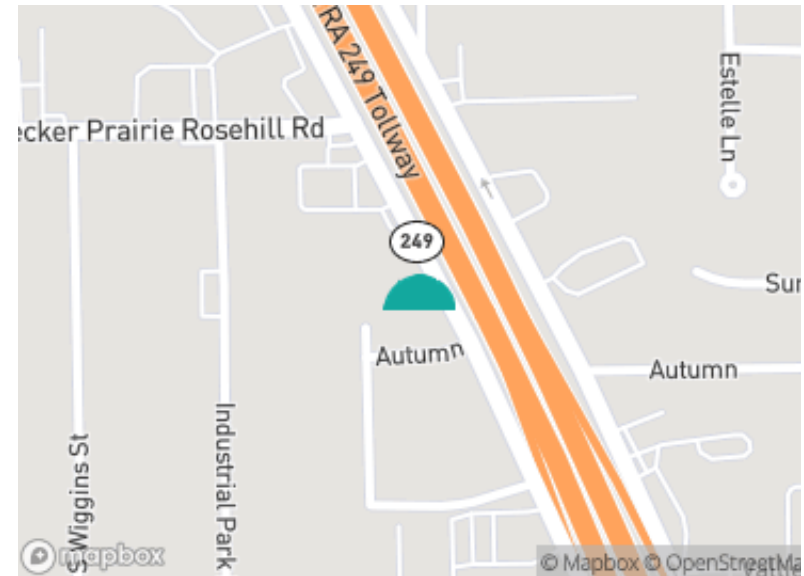
Source: 20240301 Geopath Impressions. Geopath impression information is based on available Geopath data as of the date of this photosheet. GEOPATH AUDIENCE LOCATION MEASUREMENT™ data is proprietary intellectual property owned by Geopath, Inc. and is to be used only by the recipient solely and exclusively for its planning and/or buying of out-of-home media advertisements. The Total 18+ Imps (Weekly) reported for digital represent those impressions for a single spot in rotation. © Copyright, 2023 Geopath, All Rights Reserved. Powered by Streetlytics™



# 007433 – Houston



**Description:** SH 249 WS 700ft S/O Decker Prairie Rose Hill F/S - 1  
**Geopath ID:** 81761 **Media Type:** Bulletin  
**Facing:** S **Size:** 10'6" x 36'  
**City:** Tomball **Zip:** 77362  
**Latitude:** 30.130286 **Longitude:** -95.652648  
**Current Advertiser:** Quality Home Products Of Texas, LLC



Weekly Impressions		
Houston TX (DMA)		
Demo	In Market	Total
Persons 18+ yrs	51,821	53,541

**Highlights:** This Bulletin is located on the newly renovated State Highway 249 toll otherwise known as the Aggie Highway in Northwestern Harris County. With continued residential and commercial development in the area, this unit sits directly on a toll road heavily traveled by commuters from College Station, The Woodlands, Cypress, Magnolia, and many other surrounding communities. These surrounding communities and towns are attracting middle-to-upper income families drawn to the laid-back atmosphere and country life. They are quickly developing into some of Houston's many new up and coming suburbs centered around various QSR's, shopping, and fitness centers.

Source: 20240301 Geopath Impressions. Geopath impression information is based on available Geopath data as of the date of this photosheet. GEOPATH AUDIENCE LOCATION MEASUREMENT™ data is proprietary intellectual property owned by Geopath, Inc. and is to be used only by the recipient solely and exclusively for its planning and/or buying of out-of-home media advertisements. The Total 18+ Imps (Weekly) reported for digital represent those impressions for a single spot in rotation. © Copyright, 2023 Geopath, All Rights Reserved. Powered by Streetlytics™

# 007310 – Houston



**Description:** FM 2978 WS 250ft S/O Hardin Store Rd F/N - 3  
**Geopath ID:** 81634      **Media Type:** Premiere Posters  
**Facing:** N      **Size:** 12'3" x 24'6"  
**City:** Magnolia      **Zip:** 77354  
**Latitude:** 30.173198      **Longitude:** -95.600688  
**Current Advertiser:** Glaxo Smith Kline



Weekly Impressions		
Houston TX (DMA)		
Demo	In Market	Total
Persons 18+ yrs	35,540	36,399

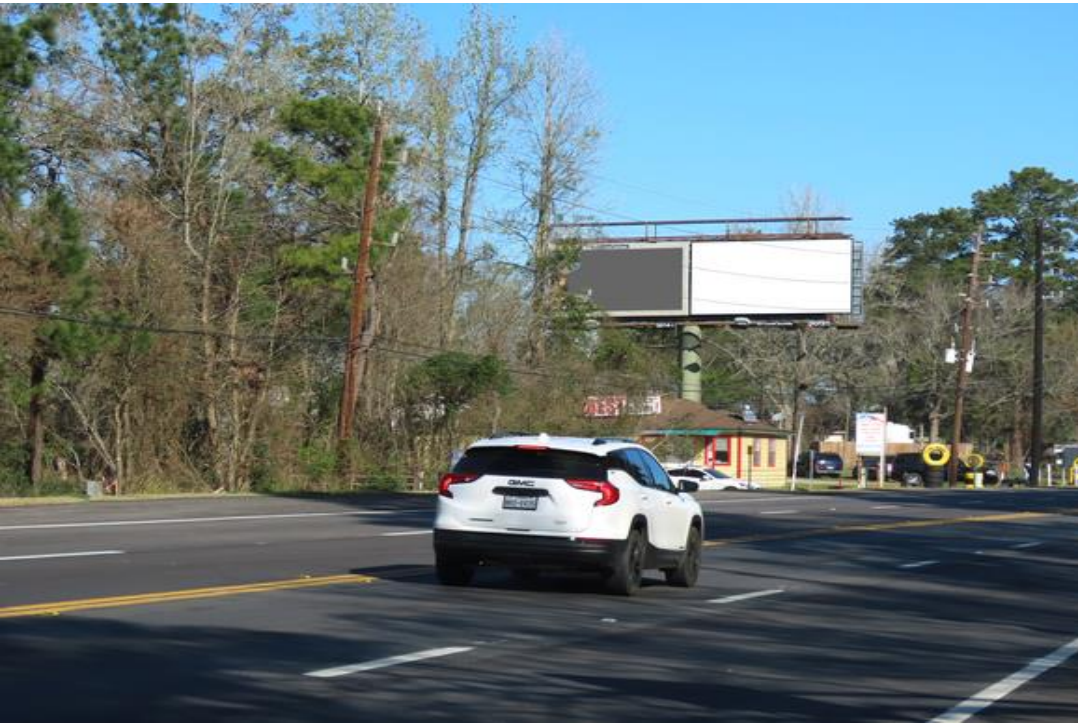
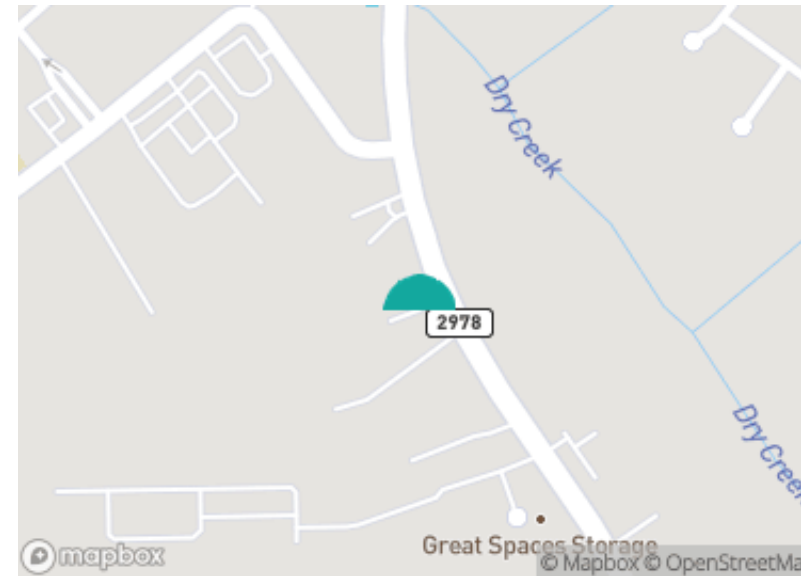
**Highlights:** Visually striking, vinyl-wrapped display that promotes premium brand image among audiences in highly desirable areas of a market. Primarily located on surface streets, Premiere Panels provide granular targeting in key trade areas and the opportunity to influence consumers close to the point of purchase.

Source: 20240301 Geopath Impressions. Geopath impression information is based on available Geopath data as of the date of this photosheet. GEOPATH AUDIENCE LOCATION MEASUREMENT™ data is proprietary intellectual property owned by Geopath, Inc. and is to be used only by the recipient solely and exclusively for its planning and/or buying of out-of-home media advertisements. The Total 18+ Imps (Weekly) reported for digital represent those impressions for a single spot in rotation. © Copyright, 2023 Geopath, All Rights Reserved. Powered by Streetlytics™

# 007311 – Houston



**Description:** FM 2978 WS 250ft S/O Hardin Store Rd F/S - 2  
**Geopath ID:** 81637 **Media Type:** Premiere Posters  
**Facing:** S **Size:** 12'3" x 24'6"  
**City:** Magnolia **Zip:** 77354  
**Latitude:** 30.173165 **Longitude:** -95.600731  
**Current Advertiser:** Glaxo Smith Kline



Weekly Impressions		
Houston TX (DMA)		
Demo	In Market	Total
Persons 18+ yrs	34,312	35,142

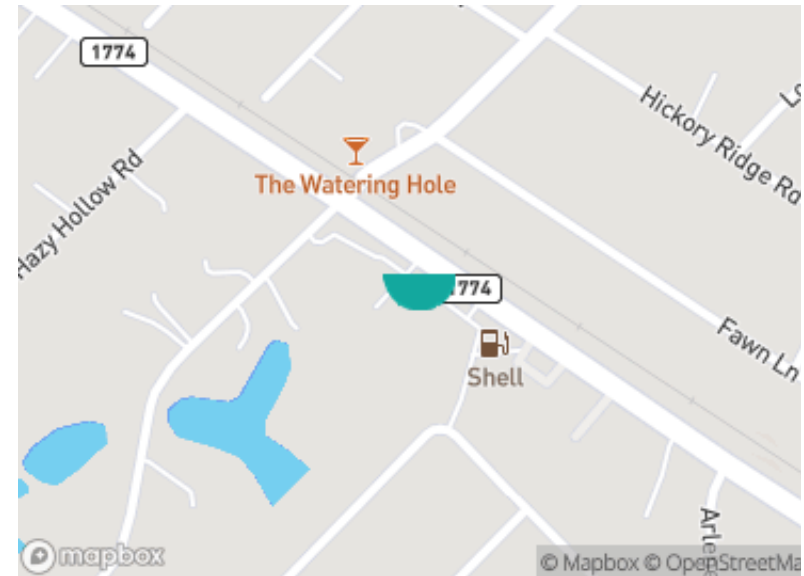
**Highlights:** Visually striking, vinyl-wrapped display that promotes premium brand image among audiences in highly desirable areas of a market. Primarily located on surface streets, Premiere Panels provide granular targeting in key trade areas and the opportunity to influence consumers close to the point of purchase.

Source: 20240301 Geopath Impressions. Geopath impression information is based on available Geopath data as of the date of this photosheet. GEOPATH AUDIENCE LOCATION MEASUREMENT™ data is proprietary intellectual property owned by Geopath, Inc. and is to be used only by the recipient solely and exclusively for its planning and/or buying of out-of-home media advertisements. The Total 18+ Imps (Weekly) reported for digital represent those impressions for a single spot in rotation. © Copyright, 2023 Geopath, All Rights Reserved. Powered by Streetlytics™

# 007288 – Houston



**Description:** FM 1774 WS 0.1mi S/O Misty Meadow F/N - 4  
**Geopath ID:** 81579 **Media Type:** Premiere Posters  
**Facing:** N **Size:** 12'3" x 24'6"  
**City:** Magnolia **Zip:** 77355  
**Latitude:** 30.184895 **Longitude:** -95.708028  
**Current Advertiser:** With Honor Fund



Weekly Impressions		
Houston TX (DMA)		
Demo	In Market	Total
Persons 18+ yrs	49,764	57,755

**Highlights:** Visually striking, vinyl-wrapped display that promotes premium brand image among audiences in highly desirable areas of a market. Primarily located on surface streets, Premiere Panels provide granular targeting in key trade areas and the opportunity to influence consumers close to the point of purchase.

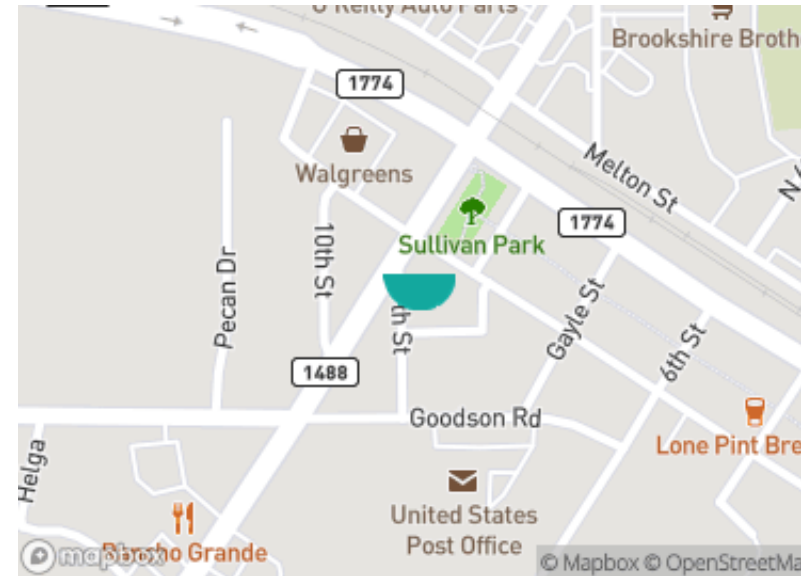
Source: 20240301 Geopath Impressions. Geopath impression information is based on available Geopath data as of the date of this photosheet. GEOPATH AUDIENCE LOCATION MEASUREMENT™ data is proprietary intellectual property owned by Geopath, Inc. and is to be used only by the recipient solely and exclusively for its planning and/or buying of out-of-home media advertisements. The Total 18+ Imps (Weekly) reported for digital represent those impressions for a single spot in rotation. © Copyright, 2023 Geopath, All Rights Reserved. Powered by Streetlytics™

# 008421 – Houston



**Description:** FM 1488 ES 0.1mi S/O FM 1774 F/N - 2  
**Geopath ID:** 81360  
**Facing:** N  
**City:** MAGNOLIA  
**Latitude:** 30.210004  
**Current Advertiser:** With Honor Fund

**Media Type:** Premiere Posters  
**Size:** 12'3" x 24'6"  
**Zip:** 77355  
**Longitude:** -95.754733



Weekly Impressions		
Houston TX (DMA)		
<b>Demo</b>	<b>In Market</b>	<b>Total</b>
<b>Persons 18+ yrs</b>	28,473	31,533

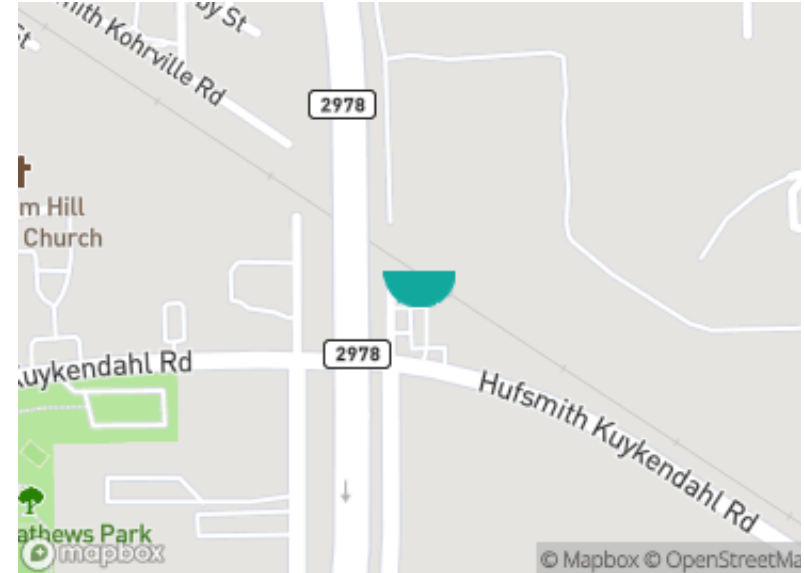
**Highlights:** Visually striking, vinyl-wrapped display that promotes premium brand image among audiences in highly desirable areas of a market. Primarily located on surface streets, Premiere Panels provide granular targeting in key trade areas and the opportunity to influence consumers close to the point of purchase.

Source: 20240301 Geopath Impressions. Geopath impression information is based on available Geopath data as of the date of this photosheet. GEOPATH AUDIENCE LOCATION MEASUREMENT™ data is proprietary intellectual property owned by Geopath, Inc. and is to be used only by the recipient solely and exclusively for its planning and/or buying of out-of-home media advertisements. The Total 18+ Imps (Weekly) reported for digital represent those impressions for a single spot in rotation. © Copyright, 2023 Geopath, All Rights Reserved. Powered by Streetlytics™

# 008443 – Houston



**Description:** FM 2978 ES 300ft N/O Kuykendahl-Hufsmith F/N - 1  
**Geopath ID:** 81472      **Media Type:** Premiere Posters  
**Facing:** N      **Size:** 12'3" x 24'6"  
**City:** Tomball      **Zip:** 77375  
**Latitude:** 30.119475      **Longitude:** -95.591569  
**Current Advertiser:** Harris County Public Health & Environmental Services



Weekly Impressions		
Houston TX (DMA)		
Demo	In Market	Total
Persons 18+ yrs	31,058	31,514

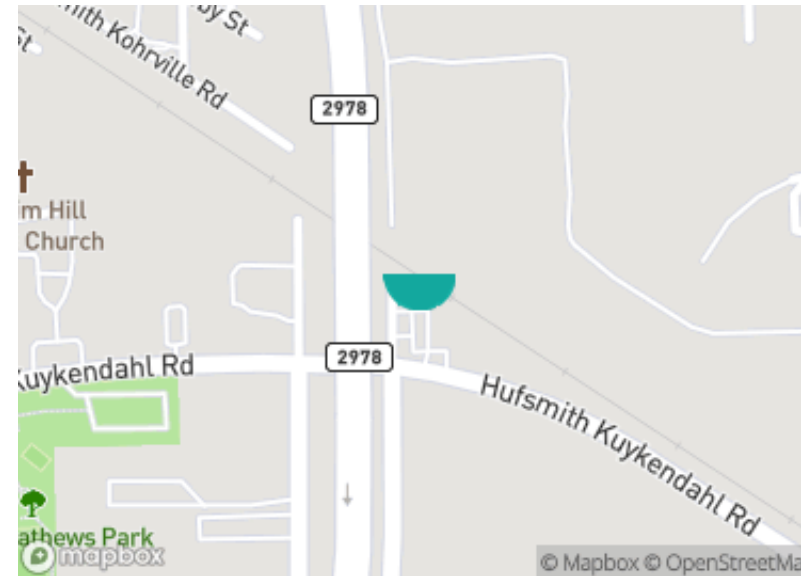
**Highlights:** Visually striking, vinyl-wrapped display that promotes premium brand image among audiences in highly desirable areas of a market. Primarily located on surface streets, Premiere Panels provide granular targeting in key trade areas and the opportunity to influence consumers close to the point of purchase.

Source: 20240301 Geopath Impressions. Geopath impression information is based on available Geopath data as of the date of this photosheet. GEOPATH AUDIENCE LOCATION MEASUREMENT™ data is proprietary intellectual property owned by Geopath, Inc. and is to be used only by the recipient solely and exclusively for its planning and/or buying of out-of-home media advertisements. The Total 18+ Imps (Weekly) reported for digital represent those impressions for a single spot in rotation. © Copyright, 2023 Geopath, All Rights Reserved. Powered by Streetlytics™

# 008444 – Houston



**Description:** FM 2978 ES 300ft N/O Kuykendahl-Hufsmith F/N - 2  
**Geopath ID:** 81475      **Media Type:** Premiere Posters  
**Facing:** N      **Size:** 12'3" x 24'6"  
**City:** Tomball      **Zip:** 77375  
**Latitude:** 30.119478      **Longitude:** -95.591585  
**Current Advertiser:** Health & Human Services Commission



Weekly Impressions Houston TX (DMA)		
Demo	In Market	Total
Persons 18+ yrs	24,194	24,549

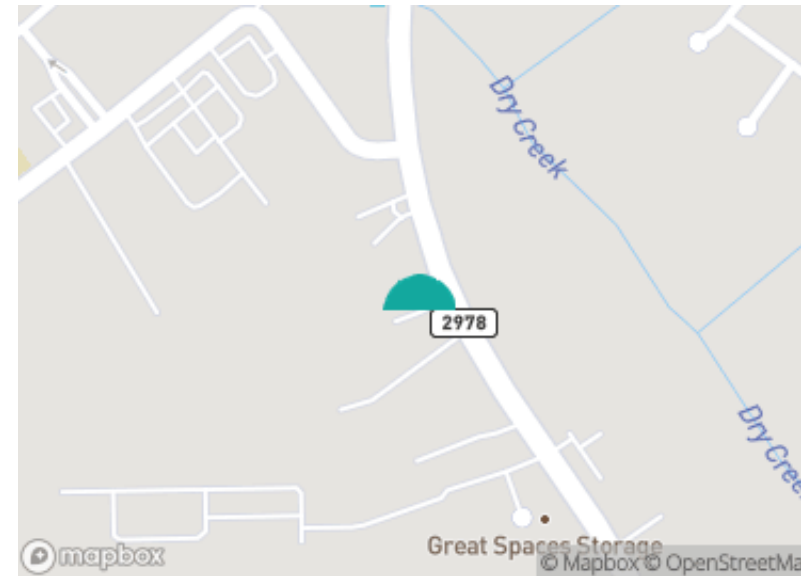
**Highlights:** Visually striking, vinyl-wrapped display that promotes premium brand image among audiences in highly desirable areas of a market. Primarily located on surface streets, Premiere Panels provide granular targeting in key trade areas and the opportunity to influence consumers close to the point of purchase.

Source: 20240301 Geopath Impressions. Geopath impression information is based on available Geopath data as of the date of this photosheet. GEOPATH AUDIENCE LOCATION MEASUREMENT™ data is proprietary intellectual property owned by Geopath, Inc. and is to be used only by the recipient solely and exclusively for its planning and/or buying of out-of-home media advertisements. The Total 18+ Imps (Weekly) reported for digital represent those impressions for a single spot in rotation. © Copyright, 2023 Geopath, All Rights Reserved. Powered by Streetlytics™

# 008442 – Houston



**Description:** FM 2978 WS 250ft S/O Hardin Store Rd F/S - 1  
**Geopath ID:** 81628 **Media Type:** Premiere Posters  
**Facing:** S **Size:** 12'3" x 24'6"  
**City:** Magnolia **Zip:** 77354  
**Latitude:** 30.173169 **Longitude:** -95.600782  
**Current Advertiser:** Pusch & Nguyen Law Firm PLLC dba Accident Injury Lawyers



Weekly Impressions		
Houston TX (DMA)		
Demo	In Market	Total
Persons 18+ yrs	32,550	33,337

**Highlights:** Visually striking, vinyl-wrapped display that promotes premium brand image among audiences in highly desirable areas of a market. Primarily located on surface streets, Premiere Panels provide granular targeting in key trade areas and the opportunity to influence consumers close to the point of purchase.

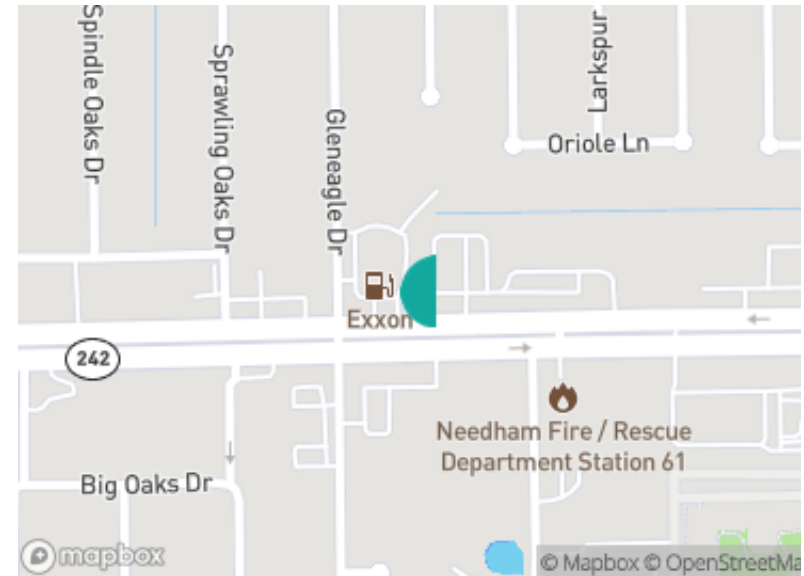
Source: 20240301 Geopath Impressions. Geopath impression information is based on available Geopath data as of the date of this photosheet. GEOPATH AUDIENCE LOCATION MEASUREMENT™ data is proprietary intellectual property owned by Geopath, Inc. and is to be used only by the recipient solely and exclusively for its planning and/or buying of out-of-home media advertisements. The Total 18+ Imps (Weekly) reported for digital represent those impressions for a single spot in rotation. © Copyright, 2023 Geopath, All Rights Reserved. Powered by Streetlytics™



# 008502 – Houston



**Description:** Hwy 242 NS 1.5mi E/O I-45 F/E - 3  
**Geopath ID:** 81417      **Media Type:** Premiere Posters  
**Facing:** E      **Size:** 12'3" x 24'6"  
**City:** Conroe      **Zip:** 77385  
**Latitude:** 30.208915      **Longitude:** -95.43282  
**Current Advertiser:** Health & Human Services Commission



Weekly Impressions		
	Houston TX (DMA)	
<b>Demo</b>	<b>In Market</b>	<b>Total</b>
<b>Persons 18+ yrs</b>	81,432	86,539

**Highlights:** Visually striking, vinyl-wrapped display that promotes premium brand image among audiences in highly desirable areas of a market. Primarily located on surface streets, Premiere Panels provide granular targeting in key trade areas and the opportunity to influence consumers close to the point of purchase.

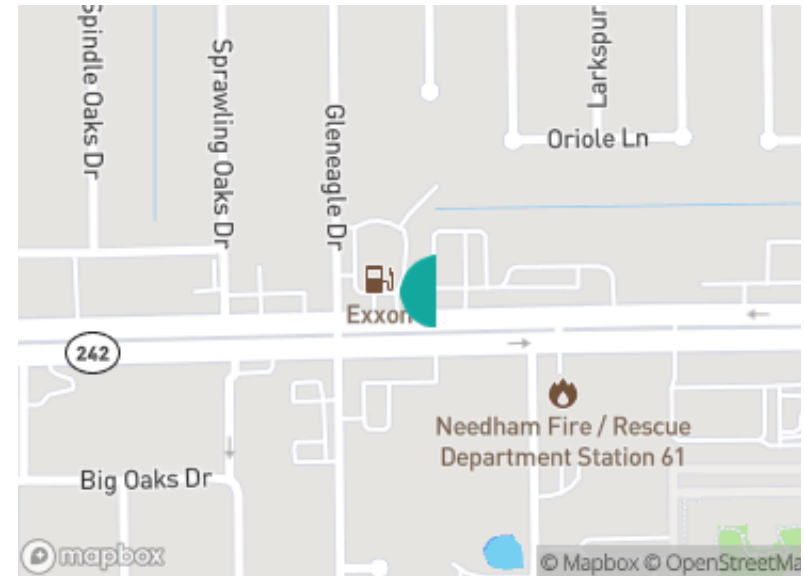
Source: 20240301 Geopath Impressions. Geopath impression information is based on available Geopath data as of the date of this photosheet. GEOPATH AUDIENCE LOCATION MEASUREMENT™ data is proprietary intellectual property owned by Geopath, Inc. and is to be used only by the recipient solely and exclusively for its planning and/or buying of out-of-home media advertisements. The Total 18+ Imps (Weekly) reported for digital represent those impressions for a single spot in rotation. © Copyright, 2023 Geopath, All Rights Reserved. Powered by Streetlytics™

# 008503 – Houston



**Description:** Hwy 242 NS 1.5mi E/O I-45 F/E - 4  
**Geopath ID:** 81414  
**Facing:** E  
**City:** Conroe  
**Latitude:** 30.208873  
**Current Advertiser:** Terry Bryant Pllc

**Media Type:** Premiere Posters  
**Size:** 12'3" x 24'6"  
**Zip:** 77385  
**Longitude:** -95.432814



Weekly Impressions		
Houston TX (DMA)		
Demo	In Market	Total
Persons 18+ yrs	84,220	89,501

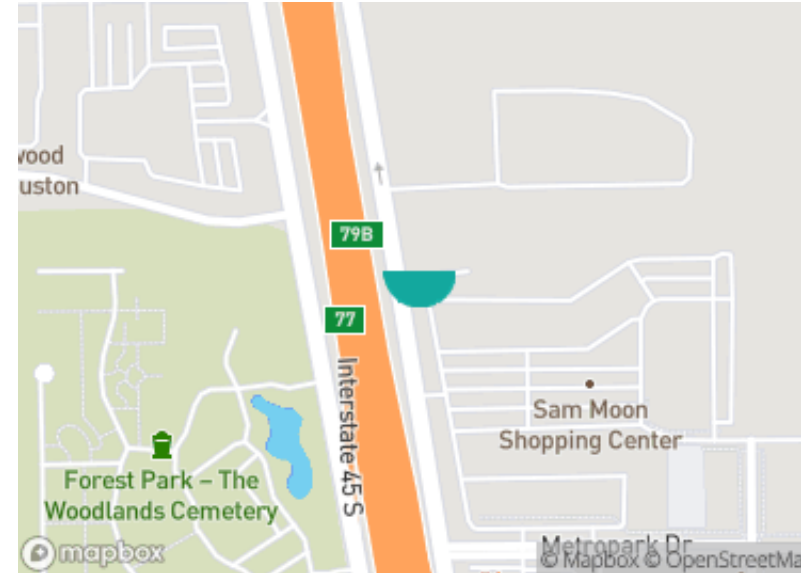
**Highlights:** Visually striking, vinyl-wrapped display that promotes premium brand image among audiences in highly desirable areas of a market. Primarily located on surface streets, Premiere Panels provide granular targeting in key trade areas and the opportunity to influence consumers close to the point of purchase.

Source: 20240301 Geopath Impressions. Geopath impression information is based on available Geopath data as of the date of this photosheet. GEOPATH AUDIENCE LOCATION MEASUREMENT™ data is proprietary intellectual property owned by Geopath, Inc. and is to be used only by the recipient solely and exclusively for its planning and/or buying of out-of-home media advertisements. The Total 18+ Imps (Weekly) reported for digital represent those impressions for a single spot in rotation. © Copyright, 2023 Geopath, All Rights Reserved. Powered by Streetlytics™

# 009581 – Houston



**Description:** I-45 North Frwy ES 1.3mi N/O Research Forest F/N - 1  
**Geopath ID:** 82150 **Media Type:** Bulletin  
**Facing:** N **Size:** 14' x 48'  
**City:** Shenandoah **Zip:** 77385  
**Latitude:** 30.197113 **Longitude:** -95.453883  
**Current Advertiser:** GoHealth LLC



Weekly Impressions		
Houston TX (DMA)		
Demo	In Market	Total
Persons 18+ yrs	408,111	525,358

**Highlights:** This freeway is traveled heavily by residents from The Woodlands and Conroe, and it is also the freeway coming from Dallas. The area north of this Bulletin consists of Lake Conroe (a popular weekend recreation spot) and many high-income residential neighborhoods. This Bulletin is located in The Woodlands and reads to southbound traffic on the North Freeway (I-45 N). The upscale Woodlands Mall is just south of this Bulletin.

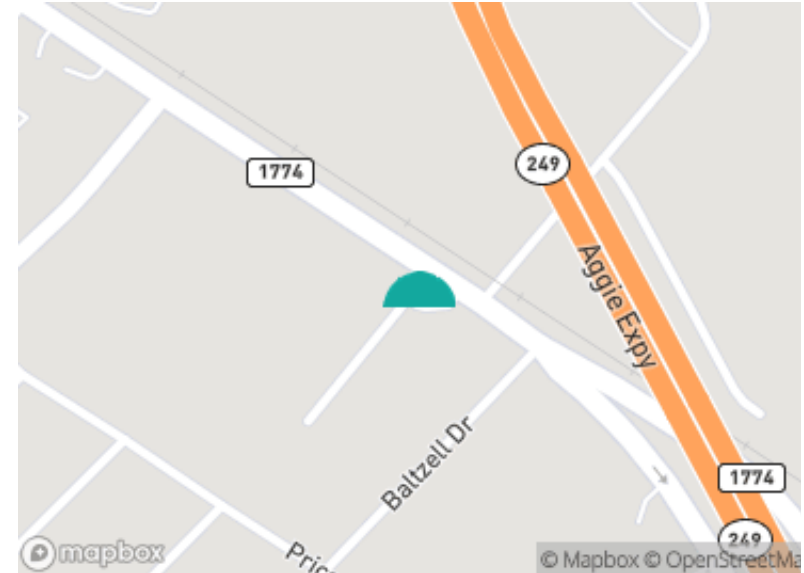
Source: 20240301 Geopath Impressions. Geopath impression information is based on available Geopath data as of the date of this photosheet. GEOPATH AUDIENCE LOCATION MEASUREMENT™ data is proprietary intellectual property owned by Geopath, Inc. and is to be used only by the recipient solely and exclusively for its planning and/or buying of out-of-home media advertisements. The Total 18+ Imps (Weekly) reported for digital represent those impressions for a single spot in rotation. © Copyright, 2023 Geopath, All Rights Reserved. Powered by Streetlytics™

# 009913 – Houston



**Description:** SH 249 WS 0.1mi N/O Baltzel F/S - 1  
**Geopath ID:** 82163  
**Facing:** S  
**City:** PINEHURST  
**Latitude:** 30.167305  
**Current Advertiser:** All Better Transmissions

**Media Type:** Bulletin  
**Size:** 14' x 48'  
**Zip:** 77362  
**Longitude:** -95.676758



Weekly Impressions Houston TX (DMA)		
<b>Demo</b> Persons 18+ yrs	<b>In Market</b> 100,038	<b>Total</b> 104,156

**Highlights:** The bulletin is located on Hwy 249 in the heart of the northwest Houston DMA. Hwy 249 is a major, multi-lane highway and is a popular route for commuters from Tomball and the northwest Houston area. Hwy 249 is lined with retail shops, restaurants and car dealerships.

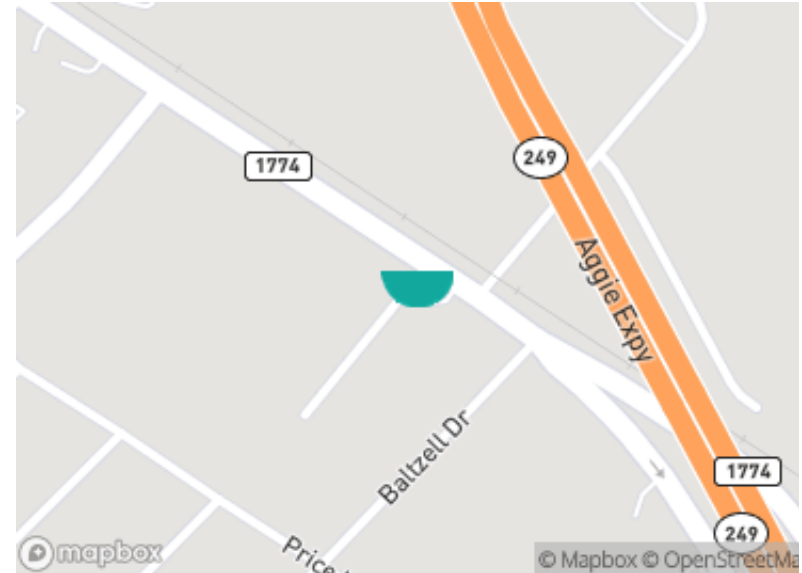
Source: 20240301 Geopath Impressions. Geopath impression information is based on available Geopath data as of the date of this photosheet. GEOPATH AUDIENCE LOCATION MEASUREMENT™ data is proprietary intellectual property owned by Geopath, Inc. and is to be used only by the recipient solely and exclusively for its planning and/or buying of out-of-home media advertisements. The Total 18+ Imps (Weekly) reported for digital represent those impressions for a single spot in rotation. © Copyright, 2023 Geopath, All Rights Reserved. Powered by Streetlytics™

# 009914 – Houston



**Description:** SH 249 WS 0.1mi N/O Baltzel F/N - 2  
**Geopath ID:** 82164  
**Facing:** N  
**City:** PINEHURST  
**Latitude:** 30.167251  
**Current Advertiser:** All Better Transmissions

**Media Type:** Bulletin  
**Size:** 14' x 48'  
**Zip:** 77362  
**Longitude:** -95.676746



Weekly Impressions Houston TX (DMA)		
<b>Demo</b>	<b>In Market</b>	<b>Total</b>
<b>Persons 18+ yrs</b>	56,088	62,341

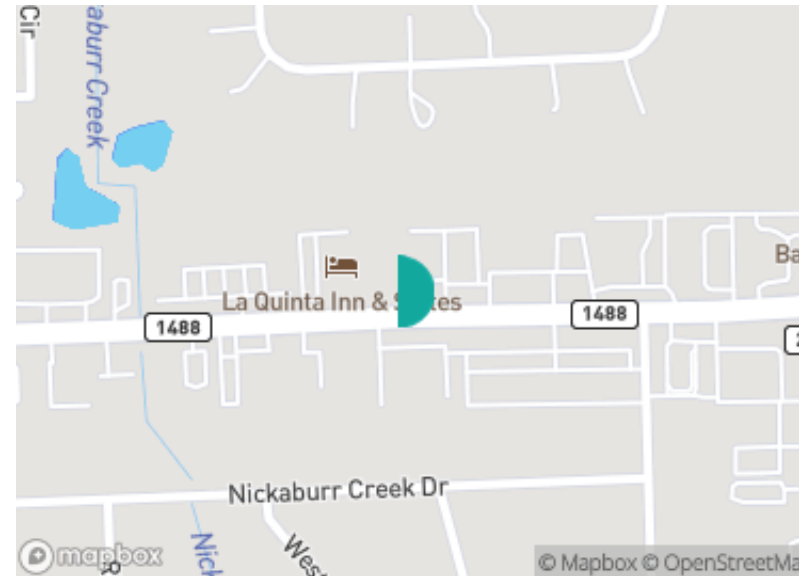
**Highlights:** The bulletin is located on Hwy 249 in the heart of the northwest Houston DMA. Hwy 249 is a major, multi-lane highway and is a popular route for commuters from Tomball and the northwest Houston area. Hwy 249 is lined with retail shops, restaurants and car dealerships.

Source: 20240301 Geopath Impressions. Geopath impression information is based on available Geopath data as of the date of this photosheet. GEOPATH AUDIENCE LOCATION MEASUREMENT™ data is proprietary intellectual property owned by Geopath, Inc. and is to be used only by the recipient solely and exclusively for its planning and/or buying of out-of-home media advertisements. The Total 18+ Imps (Weekly) reported for digital represent those impressions for a single spot in rotation. © Copyright, 2023 Geopath, All Rights Reserved. Powered by Streetlytics™

# 009927 – Houston



**Description:** FM 1488 NS 0.4mi W/O Egypt Community F/W - 1  
**Geopath ID:** 82177  
**Media Type:** Bulletin  
**Facing:** W  
**Size:** 14' x 48'  
**City:** Conroe  
**Zip:** 77354  
**Latitude:** 30.221037  
**Longitude:** -95.57223  
**Current Advertiser:** ALDI



Weekly Impressions		
Houston TX (DMA)		
<b>Demo</b>	<b>In Market</b>	<b>Total</b>
<b>Persons 18+ yrs</b>	93,106	105,870

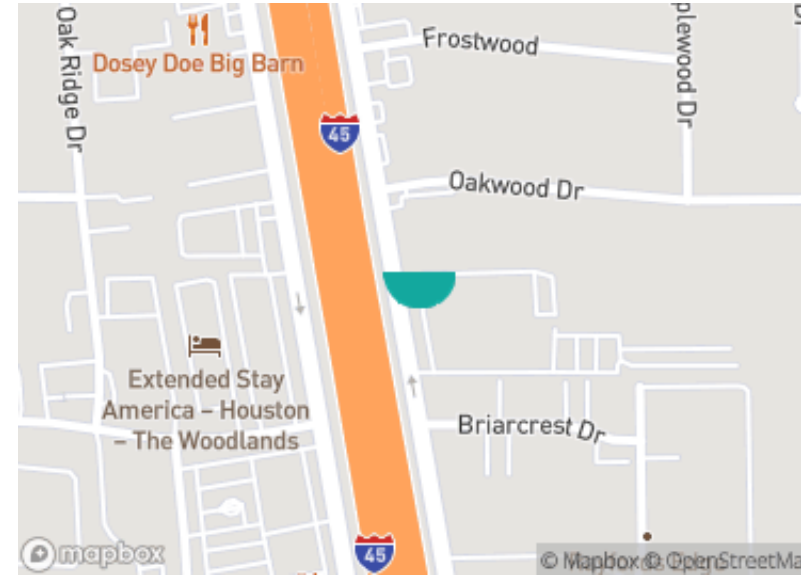
**Highlights:** This bulletin is located on FM 1488 east of the Tomball area. Tomball is rapidly growing with residential developments, restaurants, entertainment and shopping centers.

Source: 20240301 Geopath Impressions. Geopath impression information is based on available Geopath data as of the date of this photosheet. GEOPATH AUDIENCE LOCATION MEASUREMENT™ data is proprietary intellectual property owned by Geopath, Inc. and is to be used only by the recipient solely and exclusively for its planning and/or buying of out-of-home media advertisements. The Total 18+ Imps (Weekly) reported for digital represent those impressions for a single spot in rotation. © Copyright, 2023 Geopath, All Rights Reserved. Powered by Streetlytics™

# 009985 – Houston



**Description:** I-45 North Frwy ES 0.5mi N/O Rayford Sawdust F/N - 1  
**Geopath ID:** 82235 **Media Type:** Bulletin  
**Facing:** N **Size:** 14' x 48'  
**City:** The Woodlands **Zip:** 77386  
**Latitude:** 30.136113 **Longitude:** -95.444359  
**Current Advertiser:** Moon Valley Nursery Inc



Weekly Impressions		
Houston TX (DMA)		
Demo	In Market	Total
Persons 18+ yrs	448,625	567,300

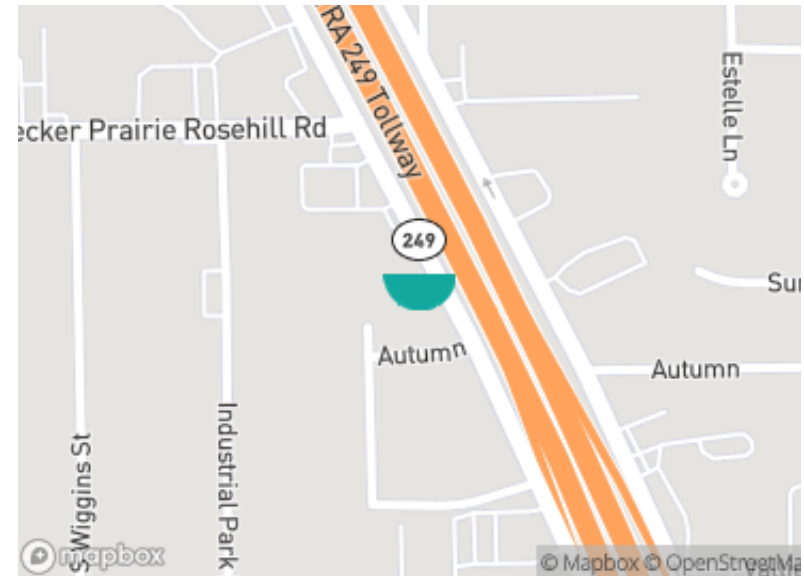
**Highlights:** This Bulletin is located on I-45 North Freeway in The Woodlands. North Freeway is a major north/south highway in Houston and is a popular route for commuters from Conroe, The Woodlands and Spring. This area has upper-income residential, The Woodlands Mall, office buildings, restaurants and entertainment venues.

Source: 20240301 Geopath Impressions. Geopath impression information is based on available Geopath data as of the date of this photosheet. GEOPATH AUDIENCE LOCATION MEASUREMENT™ data is proprietary intellectual property owned by Geopath, Inc. and is to be used only by the recipient solely and exclusively for its planning and/or buying of out-of-home media advertisements. The Total 18+ Imps (Weekly) reported for digital represent those impressions for a single spot in rotation. © Copyright, 2023 Geopath, All Rights Reserved. Powered by Streetlytics™

# 007434 – Houston



**Description:** SH 249 WS 700ft S/O Decker Prairie Rose Hill F/N - 2  
**Geopath ID:** 81762      **Media Type:** Bulletin  
**Facing:** N      **Size:** 10'6" x 36'  
**City:** Tomball      **Zip:** 77362  
**Latitude:** 30.130282      **Longitude:** -95.65267  
**Current Advertiser:** Quality Home Products Of Texas, LLC



Weekly Impressions		
Houston TX (DMA)		
Demo	In Market	Total
Persons 18+ yrs	143,054	152,641

**Highlights:** This Bulletin is located on the newly renovated State Highway 249 toll otherwise known as the Aggie Highway in Northwestern Harris County. With continued residential and commercial development in the area, this unit sits directly on a toll road heavily traveled by commuters from College Station, The Woodlands, Cypress, Magnolia, and many other surrounding communities. These surrounding communities and towns are attracting middle-to-upper income families drawn to the laid-back atmosphere and country life. They are quickly developing into some of Houston's many new up and coming suburbs centered around various QSR's, shopping, and light industry.

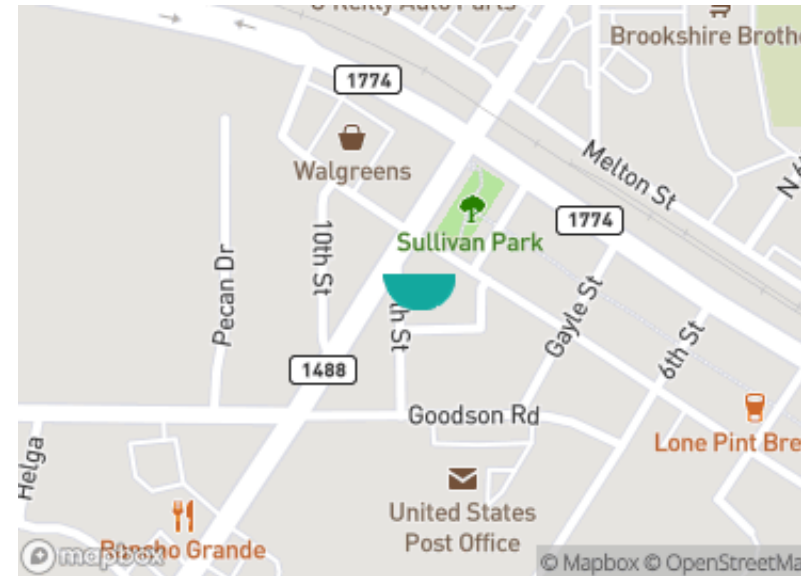
Source: 20240301 Geopath Impressions. Geopath impression information is based on available Geopath data as of the date of this photosheet. GEOPATH AUDIENCE LOCATION MEASUREMENT™ data is proprietary intellectual property owned by Geopath, Inc. and is to be used only by the recipient solely and exclusively for its planning and/or buying of out-of-home media advertisements. The Total 18+ Imps (Weekly) reported for digital represent those impressions for a single spot in rotation. © Copyright, 2023 Geopath, All Rights Reserved. Powered by Streetlytics™



# 008420 – Houston



**Description:** FM 1488 ES 0.1mi S/O FM 1774 F/N - 1  
**Geopath ID:** 81358 **Media Type:** Premiere Posters  
**Facing:** N **Size:** 12'3" x 24'6"  
**City:** MAGNOLIA **Zip:** 77355  
**Latitude:** 30.209981 **Longitude:** -95.754717  
**Current Advertiser:** Lisinski Law Firm, Llc, The



Weekly Impressions		
Houston TX (DMA)		
Demo	In Market	Total
Persons 18+ yrs	27,861	30,854

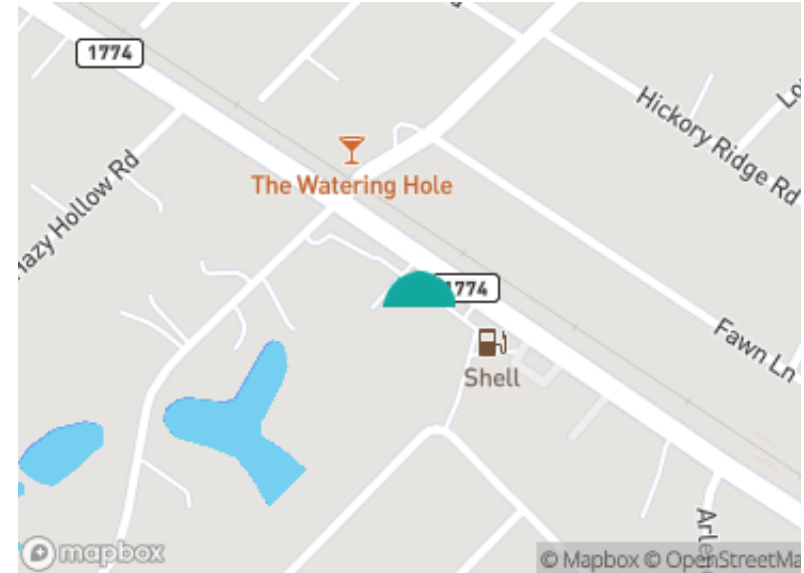
**Highlights:** Visually striking, vinyl-wrapped display that promotes premium brand image among audiences in highly desirable areas of a market. Primarily located on surface streets, Premiere Panels provide granular targeting in key trade areas and the opportunity to influence consumers close to the point of purchase.

Source: 20240301 Geopath Impressions. Geopath impression information is based on available Geopath data as of the date of this photosheet. GEOPATH AUDIENCE LOCATION MEASUREMENT™ data is proprietary intellectual property owned by Geopath, Inc. and is to be used only by the recipient solely and exclusively for its planning and/or buying of out-of-home media advertisements. The Total 18+ Imps (Weekly) reported for digital represent those impressions for a single spot in rotation. © Copyright, 2023 Geopath, All Rights Reserved. Powered by Streetlytics™

# 008425 – Houston



**Description:** FM 1774 WS 0.1mi S/O Misty Meadow F/S - 2  
**Geopath ID:** 81575      **Media Type:** Premiere Posters  
**Facing:** S      **Size:** 12'3" x 24'6"  
**City:** Magnolia      **Zip:** 77355  
**Latitude:** 30.184926      **Longitude:** -95.707993  
**Current Advertiser:** Lisinski Law Firm, Llc, The



Weekly Impressions		
Houston TX (DMA)		
Demo	In Market	Total
Persons 18+ yrs	53,496	55,928

**Highlights:** Visually striking, vinyl-wrapped display that promotes premium brand image among audiences in highly desirable areas of a market. Primarily located on surface streets, Premiere Panels provide granular targeting in key trade areas and the opportunity to influence consumers close to the point of purchase.

Source: 20240301 Geopath Impressions. Geopath impression information is based on available Geopath data as of the date of this photosheet. GEOPATH AUDIENCE LOCATION MEASUREMENT™ data is proprietary intellectual property owned by Geopath, Inc. and is to be used only by the recipient solely and exclusively for its planning and/or buying of out-of-home media advertisements. The Total 18+ Imps (Weekly) reported for digital represent those impressions for a single spot in rotation. © Copyright, 2023 Geopath, All Rights Reserved. Powered by Streetlytics™











# Regular Tomball EDC Agenda Item Data Sheet

**Meeting Date:** November 12, 2024

**Topic:**

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

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

**Background:**

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

**Recommendation:**

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

**FUNDING (IF APPLICABLE)**

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

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

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

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



# Regular Tomball EDC Agenda Item Data Sheet

Meeting Date: November 12, 2024

**Topic:**

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

**Background:**

**Origination:** Kelly Violette, Executive Director

**Recommendation:**

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

**FUNDING (IF APPLICABLE)**

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

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

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

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

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