

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



**Tuesday, April 14, 2026
5:30 PM**

Notice is hereby given of a meeting of the Tomball Economic Development Corporation, to be held on Tuesday, April 14, 2026 at 5:30 PM, City Hall, 401 Market Street, Tomball, TX 77375, for the purpose of considering the following agenda items. All agenda items are subject to action. The Tomball Economic Development Corporation reserves the right to meet in a closed session for consultation with attorney on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION OF THE CITY OF TOMBALL, TEXAS, WILL CONDUCT THE MEETING SCHEDULED FOR APRIL 14, 2026, 5:30 PM, AT 401 MARKET STREET, TOMBALL, TEXAS, 77375. THIS MEETING AGENDA AND THE AGENDA PACKET ARE POSTED ONLINE AT:

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

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

The public toll-free dial-in numbers to participate in the telephonic meeting are any one of the following (dial by your location): +1 312 626 6799 US (Chicago); +1 646 876 9923 US (New York); +1 301 715 8592 US; +1 346 248 7799 US (Houston); +1 408 638 0968 US (San Jose); +1 669 900 6833 US (San Jose); or +1 253 215 8782 US (Tahoma) - Meeting ID: 825 3659 3618 Passcode: 270266. 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.](#) TEDC Webinar #4 – Healthy Culture as a Catalyst: The Wellness Advantage – Presenter: Rob Marmarstein, CEO, HCA Houston Healthcare – Tomball – April 16, 2026 – 9:00 a.m. – 10:00 a.m.
- [2.](#) Community Career Fair – Tuesday, April 28, 2026 – 11:00 a.m. – 2:00 p.m. at Lone Star College – Beckendorf Conference Center
- [3.](#) Tomball Legacy Square Advisory Committee Update
- [4.](#) Civic Solutions Partnership, LLC – 2026-2029 TEDC Strategic Plan Update
- [5.](#) Spring 2026 Newsletter
- [6.](#) Hosted in partnership with the Greater Tomball Area Chamber of Commerce: Women’s Business Summit – April 17, 2026 – 9:00 a.m. – 3:00 p.m. – Lone Star College – Tomball Beckendorf Conference Center
- [7.](#) Tomball EDC Personnel Update

G. Approval of Minutes

- [8.](#) Regular Tomball EDC Meeting of March 3, 2026

H. New Business

- [9.](#) Presentation by Brian Summers, Colliers International, regarding the Tomball Legacy Square and South Live Oak Financial Statements.
- [10.](#) Consideration and possible action to approve a roof replacement at 202 South Live Oak for an amount not to exceed \$189,036.00.
- [11.](#) Consideration and possible action by Tomball EDC to approve, as a Project of the Corporation, an agreement with the Heart of Tomball Alliance to make direct incentives to, or expenditures for, advertising, promotion, and event marketing for Old Town Tomball, as authorized under Section 505.158 of the Texas Local Government Code. The estimated total amount of expenditures is an amount not to exceed \$53,147.00.

- Public Hearing

12. Consideration and possible action by Tomball EDC to amend the Debt Service Contribution Agreement with the City of Tomball for the South Wastewater Treatment Plant Expansion.

 - Public Hearing
13. Discussion and possible action by Tomball EDC regarding the Summer Youth Employment Program.
14. Consideration and possible action by Tomball EDC regarding an interim appointment to the Special Board Committee known as the First Baptist Church Redevelopment Committee.
15. EXECUTIVE SESSION: The Tomball Economic Development Corporation Board will meet in Executive Session as authorized by Title 5, Chapter 551, Texas Government Code, The Texas Open Meetings Act, for the following purpose:

 - Section 551.072, - Deliberations regarding real property: Deliberate the purchase, exchange, sale, lease, or value of real property.
 - Section 551.087, - Deliberation regarding Economic Development negotiations.
 - Section 551.074, - To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, to wit: TEDC Staff.
16. Reconvene into regular session and take action, if necessary, on items discussed in Executive Session.

I. Adjournment

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 8th day of APRIL 2026 by 5:30 PM, and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Kelly Violette
Executive Director

Regular Tomball Economic Development Corporation Meeting

April 14, 2026 | Agenda

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

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

Regular Tomball EDC Agenda Item Data Sheet

Meeting Date: April 14, 2026

Topic:

TEDC Webinar #4 – Healthy Culture as a Catalyst: The Wellness Advantage – Presenter: Rob Marmorstein, CEO, HCA Houston Healthcare – Tomball – April 16, 2026 – 9:00 a.m. – 10:00 a.m.

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: April 14, 2026

Topic:

Community Career Fair – Tuesday, April 28, 2026 – 11:00 a.m. – 2:00 p.m. at Lone Star College – Beckendorf Conference Center

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: April 14, 2026

Topic:

Tomball Legacy Square Advisory Committee 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: April 14, 2026

Topic:

Civic Solutions Partnership, LLC – 2026-2029 TEDC Strategic Plan 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: April 14, 2026

Topic:

Spring 2026 Newsletter

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: # _____

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Signed _____
Staff Member-TEDC Date

Approved by _____
Executive Director-TEDC Date

Regular Tomball EDC Agenda Item Data Sheet

Meeting Date: April 14, 2026

Topic:

Hosted in partnership with the Greater Tomball Area Chamber of Commerce: Women’s Business Summit
– April 17, 2026 – 9:00 a.m. – 3:00 p.m. – Lone Star College – Tomball Beckendorf Conference Center

Background:

Origination:

Recommendation:

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

FUNDING (IF APPLICABLE)

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Signed _____
Staff Member-TEDC Date

Approved by _____
Executive Director-TEDC Date

Regular Tomball EDC Agenda Item Data Sheet

Meeting Date: April 14, 2026

Topic:

Tomball EDC Personnel 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: April 14, 2026

Topic:

Regular Tomball EDC Meeting of March 3, 2026

Background:

Origination: Kelly Violette, Executive Director

Recommendation:

Approval of the Minutes for the Meeting of March 3, 2026

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

FUNDING (IF APPLICABLE)

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

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

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

Signed _____
Staff Member-TEDC Date

Approved by _____
Executive Director-TEDC Date

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



**Tuesday, March 3, 2026
5:30 PM**

Notice is hereby given of a meeting of the Tomball Economic Development Corporation, to be held on Tuesday, March 3, 2026 at 5:30 PM, City Hall, 401 Market Street, Tomball, TX 77375, for the purpose of considering the following agenda items. All agenda items are subject to action. The Tomball Economic Development Corporation reserves the right to meet in a closed session for consultation with attorney on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION OF THE CITY OF TOMBALL, TEXAS, WILL CONDUCT THE MEETING SCHEDULED FOR MARCH 3, 2026, 5:30 PM, AT 401 MARKET STREET, TOMBALL, TEXAS, 77375. THIS MEETING AGENDA AND THE AGENDA PACKET ARE POSTED ONLINE AT:

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A. Call to Order

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

PRESENT

President Lisa Covington

Vice President Danny Hudson

Secretary Bill Sumner

Treasurer Latrell Shannon
Member Wayne Hall
Member Brock Hendrickson
Member Becky Clepper

OTHERS PRESENT

Kelly Violette
Tiffani Wooten
Tori Gleason
Tom Condon
Kyle Bertrand
Ross Winkler
Bragg Farmer
Sakura Moten
Elaine Hancock
Andrew Brockenbush
Shellie Natho
Todd Griffin
McKayley Dannelley (via Zoom)
Kaela Olson (via Zoom)

B. Invocation

Board Member Hall led the invocation.

C. Pledges

Kelly Violette led the pledge of allegiance to both flags.

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

No public comments were received.

E. Reports and Announcements

F. Reports by TEDC Staff:

Kelly Violette and Tiffani Wooten provided an overview of the following:

1. Tomball Legacy Square Advisory Committee Meeting – February 19, 2026

2. Tomball Economic Development Corporation recognized by Texas Economic Development Council – 2025 Economic Excellence Award

3. Summer Youth Employment Program Update

G. Approval of Minutes

4. Regular Tomball EDC Meeting of February 10, 2026

Motion made by Vice President Hudson, Seconded by Treasurer Shannon to approve the minutes of the February 10, 2026, TEDC Board Meeting.

Voting Yea: Vice President Hudson, Secretary Sumner, Treasurer Shannon, Member Hall, Member Hendrickson, Member Clepper.

The motion carried unanimously.

H. New Business

5. Presentation by Bragg Farmer, Finance Director, regarding the Tomball EDC 2025-2026 Fiscal Year financial statements.

Bragg Farmer provided an overview of the 2025-2026 Fiscal Year financial statements.

Presentation item only; no Board action required.

6. Consideration and possible action by Tomball EDC, to approve, as a Project of the Corporation, an agreement with SMS Precision Tech, LLC to make direct incentives to, or expenditures for, the creation or retention of primary jobs associated with the construction and development of a corporate headquarters facility, located at 28002 and 28010 Johnson Road, Tomball, Texas 77375. The estimated amount of expenditures for such Project is \$70,500.00.

- Public Hearing

President Covington opened the public hearing at 6:01 p.m. No comments were received. Public hearing was closed at 6:01 p.m.

Motion made by Secretary Sumner, Seconded by Member Hall to approve an agreement with SMS Precision Tech, LLC as mentioned above in an amount not to exceed \$70,500.00.

Voting Yea: Vice President Hudson, Secretary Sumner, Treasurer Shannon, Member Hall, Member Hendrickson, Member Clepper.

The motion carried unanimously.

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

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

- Section 551.087, - Deliberation regarding Economic Development negotiations.

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

The Tomball Economic Development Corporation Board of Directors recessed at 6:02 p.m.

8. 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 6:35 p.m.

9. Consideration and possible action by Tomball EDC to approve a budget amendment to the Tomball EDC 2025-2026 Fiscal Year Budget.
- Public Hearing

President Covington opened the public hearing at 6:35 p.m. No comments were received. Public hearing was closed at 6:36 p.m.

Motion made by Member Hendrickson, Seconded by Member Clepper to approve an amendment in the amount of \$80,000.00 to the Tomball EDC 2025-2026 Fiscal Year Budget to restructure and realign the roles, responsibilities, and titles of the personnel within the Tomball EDC, including the creation of a Project Manager position and a Marketing and Communications Manager position and the promotion of Tori Gleason to Project Manager.

Voting Yea: Vice President Hudson, Secretary Sumner, Treasurer Shannon, Member Hall, Member Hendrickson, Member Clepper.

The motion carried unanimously.

G. Adjournment

Motion made by Secretary Sumner, Seconded by Treasurer Shannon to adjourn the meeting.

Voting Yea: Vice President Hudson, Secretary Sumner, Treasurer Shannon, Member Hall, Member Hendrickson, Member Clepper.

The motion carried unanimously. Meeting adjourned at 6:37 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 25th day of FEBRUARY 2026 by 5:30 PM, and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Kelly Violette
Executive Director

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

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

PASSED AND APPROVED this the 14th day of April 2026.

President, Tomball EDC Board

Secretary, Tomball EDC Board

Regular Tomball EDC Agenda Item Data Sheet

Meeting Date: April 14, 2026

Topic:

Presentation by Brian Summers, Colliers International, regarding the Tomball Legacy Square and South Live Oak Financial Statements.

Background:

Origination: Brian Summers, Colliers International

Recommendation: Presentation item only.

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

FUNDING (IF APPLICABLE)

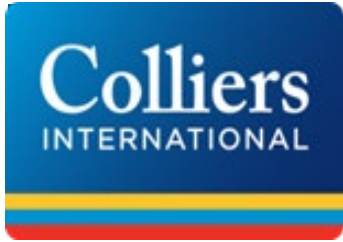
Are funds specifically designated in the current budget for the full amount required for this purpose?

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



Monthly Investor's Report

for the period ending 2/28/26

Tomball Economic Development Corporation

DATE: February 28, 2026

PROPERTY: Tomball Economic Development Corporation

MANAGER: Colliers Property Management Services
1233 West Loop South, Suite 950
Houston, TX 77027

Tearney Durham
Property Manager:

Tomball Economic Development Corporation

February 2026

Beginning Cash Balance	\$1,123,723.74
Income Received	\$30,306.74
Operating Expenses	\$12,871.85
Non-Reimbursable Expenses	\$5,805.23
Debt Service Interest/ Tenant Adjustments	\$0.00
Net Income	\$11,624.59
Capital Expenditures/Adj	\$945.00
Ending Cash Balance	\$1,136,293.33

Property Manager: Brian Summers

Email: brian.summers@colliers.com

Phone: 713-835-0000

Accounting Contact: Margaret Tollett

Email: mtollett@areaccounting.com**GENERAL PROPERTY OVERVIEW – S Live Oak:**

- Property is in good condition.

GENERAL PROPERTY OVERVIEW – 401 Oxford:

- Property is in good condition.
 - Projects planned
 - Fellowship hall Roof Repairs completed
 - Fellowship hall – make ready in progress
 - Playground Equipment Removal completed

LEASING ACTIVITY:

- Ameresco Solar-Solutions, LLC- Lease renewed, expires 9/30/26.
- Houston Poly Bag I, LTD – Month to month tenancy.

VACANT SUITES:

- N/A

TENANT AR ISSUES/WATCH LIST:

- N/A

FIRST BAPTIST CHURCH:

- N/A



Tomball Economic Development Corporation
Month-To-Date Variance Report for February 2026

	<i>Actual</i>	<i>Budget</i>	<i>Variance</i>	<i>MTD Variance Narrative</i>
Total Income	27,806.74	24,941	2,866	Postive Variance Due Houston Poly catchup payment rent \$2k in addition to Amersco over paying \$0.8k
TOTAL INCOME	27,806.74	24,941	2,866	
<i>Operating Expenses</i>				
Contract Cleaning	200.00	250	50	
Repairs & Maintenance	0.00	22,185	22,185	Positive variance due to timing of the roof recover project.
Utilities	1,275.60	1,225	(51)	
Landscaping	1,234.16	940	(294)	
Security	0.00	0	0	
Insurance	0.00	0	0	
Management Fees	1,250.00	1,250	0	
General & Administrative	761.36	790	29	
Property Taxes	0.00	0	0	
<i>Total - Reimbursable Operating Exp.</i>	<i>4,721.12</i>	<i>26,640</i>	<i>21,919</i>	
TOTAL OPERATING EXPENSES	4,721.12	26,640	21,919	
NET OPERATING INC (LOSS)	23,085.62	(1,699)	24,785	
<i>Non-Reimbursable Expenses</i>				
Non-Reimbursable Expenses	5.07	505	500	
<i>Total - Non-Reimbursable Expenses</i>	<i>5.07</i>	<i>505</i>	<i>500</i>	
<i>Non-Operating Expenses</i>				
Non-Operating Expenses	0.00	0	0	
<i>Total - Non-Operating Expenses</i>	<i>0.00</i>	<i>0</i>	<i>0</i>	
<i>Debt Services</i>				
Debt Services		0	0	
<i>Total - Debt Services</i>	<i>0.00</i>	<i>0</i>	<i>0</i>	
NET INCOME (LOSS)	23,080.55	(2,204)	25,285	
<i>Cash Flow Adjustments</i>				
Cash Flow Adjustments	0.00	0	0	
TOTAL CASH FLOW ADJUSTMENTS	0.00	0	0	
CASH FLOW	23,080.55	(2,204)	25,285	



Tomball Economic Development Corporation
Year-To-Date Variance Report through February 2026

	<i>Actual</i>	<i>Budget</i>	<i>Variance</i>	<i>YTD Variance Narrative</i>
Total Income	51,613.48	49,882	1,731	Positive Variance Due Houston Poly overpayment \$1.7k
TOTAL INCOME	51,613.48	49,882	1,731	
<i>Operating Expenses</i>				
Contract Cleaning	425.00	500	75	
Repairs & Maintenance	437.23	22,185	21,748	Positive variance due to timing of the roof recover project.
Utilities	2,931.11	2,450	(481)	
Landscaping	2,468.32	2,280	(188)	
Security	725.48	0	(725)	
Insurance	0.00	0	0	
Management Fees	2,500.00	2,500	0	
General & Administrative	1,751.00	1,610	(141)	
Property Taxes	0.00	0	0	
<i>Total - Reimbursable Operating Exp.</i>	<i>11,238.14</i>	<i>31,525</i>	<i>20,287</i>	
TOTAL OPERATING EXPENSES	11,238.14	31,525	20,287	
NET OPERATING INC (LOSS)	40,375.34	18,357	22,018	
<i>Non-Reimbursable Expenses</i>				
Non-Reimbursable Expenses	10.14	510	500	
<i>Total - Non-Reimbursable Expenses</i>	<i>10.14</i>	<i>510</i>	<i>500</i>	
<i>Non-Operating Expenses</i>				
Non-Operating Expenses	0.00	0	0	
<i>Total - Non-Operating Expenses</i>	<i>0.00</i>	<i>0</i>	<i>0</i>	
<i>Debt Services</i>				
Debt Services	0.00	0	0	
<i>Total - Debt Services</i>	<i>0.00</i>	<i>0</i>	<i>0</i>	
NET INCOME (LOSS)	40,365.20	17,847	22,518	
<i>Cash Flow Adjustments</i>				
Cash Flow Adjustments	200.00	0	(200)	
TOTAL CASH FLOW ADJUSTMENTS	200.00	0	(200)	
CASH FLOW	40,565.20	17,847	22,718	



Tomball - 401 Oxford
 Month-To-Date Variance Report for February 2026

	<i>Actual</i>	<i>Budget</i>	<i>Variance</i>	<i>MTD Variance Narrative</i>
Total Income	2,500.00	2,500	0	
TOTAL INCOME	2,500.00	2,500	0	
<i>Operating Expenses</i>				
Contract Cleaning	745.00	960	215	
Repairs & Maintenance	2,793.87	0	(2,794)	Negative Variacne due to Unexpected emergecnry roof repairs(\$1.9k) and Pest control(\$0.8K)
Utilities	2,136.86	6,375	4,238	Postive Variance Due Lower Expected usage
Landscaping	1,095.00	1,345	250	
Security	130.00	0	(130)	
Insurance	0.00	0	0	
Management Fees	1,250.00	1,250	0	
General & Administrative	0.00	635	635	
Property Taxes	0.00	0	0	
<i>Total - Reimbursable Operating Exp.</i>	<i>8,150.73</i>	<i>10,565</i>	<i>2,414</i>	
TOTAL OPERATING EXPENSES	8,150.73	10,565	2,414	
NET OPERATING INC (LOSS)	(5,650.73)	(8,065)	2,414	
<i>Non-Reimbursable Expenses</i>				
Non-Reimbursable Expenses	5,805.23	0	(5,805)	Negative Due to Unplanned property survey
<i>Total - Non-Reimbursable Expenses</i>	<i>5,805.23</i>	<i>0</i>	<i>(5,805)</i>	
<i>Non-Operating Expenses</i>				
Non-Operating Expenses	0.00	0	0	
<i>Total - Non-Operating Expenses</i>	<i>0.00</i>	<i>0</i>	<i>0</i>	
<i>Debt Services</i>				
Debt Services	0.00	0	0	
<i>Total - Debt Services</i>	<i>0.00</i>	<i>0</i>	<i>0</i>	
NET INCOME (LOSS)	(11,455.96)	(8,065)	(3,391)	
<i>Cash Flow Adjustments</i>				
Cash Flow Adjustments	745.00	0	(745)	
TOTAL CASH FLOW ADJUSTMENTS	745.00	0	(745)	
CASH FLOW	(10,710.96)	(8,065)	(2,646)	



Tomball - 401 Oxford
 Year-To-Date Variance Report through February 2026

	<i>Actual</i>	<i>Budget</i>	<i>Variance</i>	<i>YTD Variance Narrative</i>
Total Income	5,000.00	5,000	0	
TOTAL INCOME	5,000.00	5,000	0	
<i>Operating Expenses</i>				
Contract Cleaning	992.50	1,920	928	
Repairs & Maintenance	4,251.23	500	(3,751)	Negative Variance due to Parking lot light Repairs (\$0.7k) roof repairs(\$1.9k) and Pest control(\$0.8K)
Utilities	4,308.70	12,750	8,441	Postive Variance Due Lower Expected usage
Landscaping	2,190.00	2,440	250	
Security	195.00	0	(195)	
Insurance	0.00	0	0	
Management Fees	2,500.00	2,500	0	
General & Administrative	10.00	1,270	1,260	
Property Taxes	0.00	0	0	
<i>Total - Reimbursable Operating Exp.</i>	<i>14,447.43</i>	<i>21,380</i>	<i>6,933</i>	
TOTAL OPERATING EXPENSES	14,447.43	21,380	6,933	
NET OPERATING INC (LOSS)	(9,447.43)	(16,380)	6,933	
<i>Non-Reimbursable Expenses</i>				
Non-Reimbursable Expenses	5,805.23	0	(5,805)	Negative Due to Unplanned property survey
<i>Total - Non-Reimbursable Expenses</i>	<i>5,805.23</i>	<i>0</i>	<i>(5,805)</i>	
<i>Non-Operating Expenses</i>				
Non-Operating Expenses	0.00	0	0	
<i>Total - Non-Operating Expenses</i>	<i>0.00</i>	<i>0</i>	<i>0</i>	
<i>Debt Services</i>				
Debt Services	0.00	0	0	
<i>Total - Debt Services</i>	<i>0.00</i>	<i>0</i>	<i>0</i>	
NET INCOME (LOSS)	(15,252.66)	(16,380)	1,127	
<i>Cash Flow Adjustments</i>				
Cash Flow Adjustments	745.00	0	(745)	
TOTAL CASH FLOW ADJUSTMENTS	745.00	0	(745)	
CASH FLOW	(14,507.66)	(16,380)	1,872	

Balance Sheet

Item 9.

Tomball EDC / 401 Oxford As Of February 28, 2026

Account	Ending Balance	Total
ASSETS		
CURRENT ASSETS		
CASH		
100001 Amegy Bank	1,136,293.33	
TOTAL CASH		1,136,293.33
ACCOUNTS RECEIVABLE		
DEPOSITS		
ESCROW		
PREPAID EXPENSES		
TOAL CURRENT ASSETS		1,136,293.33
FIXED ASSETS		
150013 Building Improvements	74,788.79	
160000 Tenant Improvements	29,950.00	
TOTAL FIXED ASSETS		104,738.79
OTHER ASSETS		
190002 Leasing Commissions	16,401.51	
TOTAL OTHER ASSETS		16,401.51
TOTAL ASSETS		1,257,433.63
LIABILITIES & OWNERS EQUITY		
LIABILITIES		
200001 A/P Accrual	945.00	
210000 Security Deposits	10,869.00	
TOTAL CURRENT LIABILITIES		11,814.00
LONG TERM LIABILITIES		
OWNERS EQUITY		
300072 Owners Contribution	141,413.62	
300073 Owners Distribution	(94,654.40)	
320000 Profit (Loss) Account	25,112.54	
330002 Prior Year Retained Earnings	1,173,747.87	
TOTAL OWNERS EQUITY		1,245,619.63
TOTAL LIABILITIES AND OWNERS EQUITY		1,257,433.63

Profit and Loss Variance

Tomball EDC / 401 Oxford Through February 28, 2026

Account	MTD Actual	Budget	Var.	MTD %	YTD Actual	Budget	Var.	YTD %	Year Budget
OPERATING INCOME									
400001 Base Rent	26,733.74	23,868	2,865.74	12.007	49,467.48	47,736	1,731.48	3.627	286,416
410001 Escalation/CAM - Current Year	3,573.00	3,573	0.00	0.000	7,146.00	7,146	0.00	0.000	42,876
TOTAL OPERATING INCOME	30,306.74	27,441	2,865.74	10.443	56,613.48	54,882	1,731.48	3.155	329,292
OPERATING EXPENSE									
CONTRACT CLEANING									
500005 Day Porter	855.00	610	(245.00)	(40.164)	1,327.50	1,220	(107.50)	(8.811)	7,320
500015 Trash Removal	0.00	600	600.00	100.000	0.00	1,200	1,200.00	100.000	7,200
TOTAL CONTRACT CLEANING	855.00	1,210	355.00	29.339	1,327.50	2,420	1,092.50	45.145	14,520
REPAIRS & MAINTENANCE									
517010 Life Safety License Fee/Inpsection	0.00	1,560	1,560.00	100.000	50.00	1,560	1,510.00	96.795	3,060
518001 Pest control	811.87	0	(811.87)	0.000	1,006.72	0	(1,006.72)	0.000	0
519025 Parking Lot Lights	0.00	0	0.00	0.000	1,649.74	500	(1,149.74)	(229.948)	3,000
519030 Parking Lot Repair	0.00	0	0.00	0.000	0.00	0	0.00	0.000	9,250
519040 Roof R & M	1,982.00	20,625	18,643.00	90.390	1,982.00	20,625	18,643.00	90.390	22,625
519055 General Building Exp / Other	0.00	0	0.00	0.000	0.00	0	0.00	0.000	24,800
TOTAL REPAIRS & MAINTENANCE	2,793.87	22,185	19,391.13	87.406	4,688.46	22,685	17,996.54	79.332	62,735
UTILITIES									
520001 Electricity	2,016.28	5,225	3,208.72	61.411	3,996.04	10,450	6,453.96	61.760	62,700
520005 Gas	37.44	275	237.56	86.385	74.88	550	475.12	86.385	3,300
520010 Water	1,358.74	2,100	741.26	35.298	3,168.89	4,200	1,031.11	24.550	25,200
TOTAL UTILITIES	3,412.46	7,600	4,187.54	55.099	7,239.81	15,200	7,960.19	52.370	91,200
LANDSCAPING									
530001 Exterior Landscape Contract	2,329.16	2,035	(293.96)	(14.444)	4,658.32	4,070	(587.92)	(14.444)	24,422
530005 Sprinkler Repair & Maint.	0.00	250	250.00	100.000	0.00	650	650.00	100.000	2,600
530099 Landscaping Other	0.00	0	0.00	0.000	0.00	0	0.00	0.000	1,500
TOTAL LANDSCAPING	2,329.16	2,285	(43.96)	(1.924)	4,658.32	4,720	62.08	1.315	28,522
SECURITY									
550005 Alarm Monitoring	130.00	0	(130.00)	0.000	920.48	0	(920.48)	0.000	1,740
TOTAL SECURITY	130.00	0	(130.00)	0.000	920.48	0	(920.48)	0.000	1,740

Profit and Loss Variance

Tomball EDC / 401 Oxford Through February 28, 2026

Account	MTD Actual	Budget	Var.	MTD %	YTD Actual	Budget	Var.	YTD %	Year Budget
INSURANCE									
590001 Insurance Expense	0.00	0	0.00	0.000	0.00	0	0.00	0.000	45,000
TOTAL INSURANCE	0.00	0	0.00	0.000	0.00	0	0.00	0.000	45,000
MANAGEMENT FEES									
600001 Management Fee	2,500.00	2,500	0.00	0.000	5,000.00	5,000	0.00	0.000	30,000
TOTAL MANAGEMENT FEES	2,500.00	2,500	0.00	0.000	5,000.00	5,000	0.00	0.000	30,000
GENERAL & ADMINISTRATIVE									
600006 Management Fee - Accounting	450.00	950	500.00	52.632	900.00	1,900	1,000.00	52.632	11,400
600015 Telephone	45.00	90	45.00	50.000	90.00	180	90.00	50.000	1,080
600025 Postage/Delivery	0.00	0	0.00	0.000	18.50	0	(18.50)	0.000	20
600030 Office Equipment	30.00	60	30.00	50.000	60.00	120	60.00	50.000	720
600035 Office Supplies	0.00	0	0.00	0.000	0.00	30	30.00	100.000	120
600060 Mileage	90.00	60	(30.00)	(50.000)	110.00	120	10.00	8.333	720
600085 Bank Fees	236.36	265	28.64	10.808	672.50	530	(142.50)	(26.887)	3,180
TOTAL GENERAL & ADMINISTRATIVE	851.36	1,425	573.64	40.255	1,851.00	2,880	1,029.00	35.729	17,240
PROPERTY TAX									
TOTAL OPERATING EXPENSE	12,871.85	37,205	24,333.35	65.403	25,685.57	52,905	27,219.83	51.450	290,957
TOTAL NET OPERATING INCOME	17,434.89	(9,764)	27,199.09	278.559	30,927.91	1,977	28,951.31	1,464.703	38,335
NON-REIMBURSABLE EXPENSES									
750105 Electricity - Vacant Unit	5.07	5	(0.07)	(1.400)	5.07	10	4.93	49.300	60
750121 General Building Exp / Other	0.00	500	500.00	100.000	0.00	500	500.00	100.000	500
750125 Tenant Specific	5,805.23	0	(5,805.23)	0.000	5,810.30	0	(5,810.30)	0.000	0
NON-REIMBURSABLE EXPENSES	5,810.30	505	(5,305.30)	(1,050.55	5,815.37	510	(5,305.37)	(1,040.26	560
				4)				9)	
NON-OPERATING EXPENSES									
DEBT SERVICES									
TOTAL NET INCOME	11,624.59	(10,269)	21,893.79	213.199	25,112.54	1,467	23,645.94	1,612.296	37,775
CASH FLOW ADJUSTMENTS									
200001 A/P Accrual	945.00	0	(945.00)	0.000	945.00	0	(945.00)	0.000	0
TOTAL CASH FLOW ADJUSTMENTS	945.00	0	(945.00)	0.000	945.00	0	(945.00)	0.000	0

Profit and Loss Variance

Item 9.

Tomball EDC / 401 Oxford
Through February 28, 2026

Account	MTD Actual	Budget	Var. MTD %	YTD Actual	Budget	Var. YTD %	Year Budget
TOTAL ADJUSTED CASH FLOW	12,569.59	(10,269)	22,838.79 222.401	26,057.54	1,467	24,590.94 1,676.731	37,775

Twelve Month Profit and Loss

Tomball EDC / 401 Oxford For Year 2026

Account	Period End Jan 31, 2026	Period End Feb 28, 2026	Period End Mar 31, 2026	Period End Apr 30, 2026	Period End May 31, 2026	Period End Jun 30, 2026	Period End Jul 31, 2026	Period End Aug 31, 2026	Period End Sep 30, 2026	Period End Oct 31, 2026	Period End Nov 30, 2026	Period End Dec 31, 2026	Period End Year To Date
OPERATING INCOME													
400001 Base Rent	22,733.74	26,733.74	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	49,467.48
410001 Escalation/CAM - Current Year	3,573.00	3,573.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7,146.00
TOTAL OPERATING INCOME	26,306.74	30,306.74	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	56,613.48
OPERATING EXPENSE													
CONTRACT CLEANING													
500005 Day Porter	472.50	855.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,327.50
TOTAL CONTRACT CLEANING	472.50	855.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,327.50
REPAIRS & MAINTENANCE													
517010 Life Safety License Fee/Inspection	50.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50.00
518001 Pest control	194.85	811.87	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,006.72
519025 Parking Lot Lights	1,649.74	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,649.74
519040 Roof R & M	0.00	1,982.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,982.00
TOTAL REPAIRS & MAINTENANCE	1,894.59	2,793.87	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,688.46
UTILITIES													
520001 Electricity	1,979.76	2,016.28	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,996.04
520005 Gas	37.44	37.44	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	74.88
520010 Water	1,810.15	1,358.74	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,168.89
TOTAL UTILITIES	3,827.35	3,412.46	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7,239.81
LANDSCAPING													
530001 Exterior Landscape Contract	2,329.16	2,329.16	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,658.32
TOTAL LANDSCAPING	2,329.16	2,329.16	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,658.32
SECURITY													
550005 Alarm Monitoring	790.48	130.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	920.48
TOTAL SECURITY	790.48	130.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	920.48
INSURANCE													
MANAGEMENT FEES													
600001 Management Fee	2,500.00	2,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,000.00
TOTAL MANAGEMENT FEES	2,500.00	2,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,000.00

Twelve Month Profit and Loss

Tomball EDC / 401 Oxford For Year 2026

Account	Period End Jan 31, 2026	Period End Feb 28, 2026	Period End Mar 31, 2026	Period End Apr 30, 2026	Period End May 31, 2026	Period End Jun 30, 2026	Period End Jul 31, 2026	Period End Aug 31, 2026	Period End Sep 30, 2026	Period End Oct 31, 2026	Period End Nov 30, 2026	Period End Dec 31, 2026	Period End Year To Date
GENERAL & ADMINISTRATIVE													
600006 Management Fee - Accounting	450.00	450.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	900.00
600015 Telephone	45.00	45.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	90.00
600025 Postage/Delivery	18.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	18.50
600030 Office Equipment	30.00	30.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	60.00
600060 Mileage	20.00	90.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	110.00
600085 Bank Fees	436.14	236.36	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	672.50
TOTAL GENERAL & ADMINISTRATIVE	999.64	851.36	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,851.00
PROPERTY TAX													
TOTAL OPERATING EXPENSE	12,813.72	12,871.85	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25,685.57
TOTAL NET OPERATING INCOME	13,493.02	17,434.89	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	30,927.91
NON-REIMBURSABLE EXPENSES													
750105 Electricity - Vacant Unit	0.00	5.07	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.07
750125 Tenant Specific	5.07	5,805.23	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,810.30
NON-REIMBURSABLE EXPENSES	5.07	5,810.30	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,815.37
NON-OPERATING EXPENSES													
DEBT SERVICES													
TOTAL NET INCOME	13,487.95	11,624.59	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25,112.54
CASH FLOW ADJUSTMENTS													
200001 A/P Accrual	0.00	945.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	945.00
TOTAL CASH FLOW ADJUSTMENTS	0.00	945.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	945.00
TOTAL ADJUSTED CASH FLOW	13,487.95	12,569.59	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	26,057.54

Trial Balance

Item 9.

Tomball EDC / 401 Oxford From 2/2026 through 2/2026

Account	Beginning Balance	Debit	Credit	Ending Balance
100001 Amegy Bank	1,123,723.74	30,338.78	17,769.19	1,136,293.33
150013 Building Improvements	74,788.79	0.00	0.00	74,788.79
160000 Tenant Improvements	29,950.00	0.00	0.00	29,950.00
190002 Leasing Commissions	16,401.51	0.00	0.00	16,401.51
200001 A/P Accrual	0.00	0.00	945.00	(945.00)
210000 Security Deposits	(10,869.00)	0.00	0.00	(10,869.00)
300072 Owners Contribution	(141,413.62)	0.00	0.00	(141,413.62)
300073 Owners Distribution	94,654.40	0.00	0.00	94,654.40
329999 Total Cash Flow	63,512.08	0.00	945.00	62,567.08
330002 Prior Year Retained Earnings	(1,173,747.87)	0.00	0.00	(1,173,747.87)
400001 Base Rent	(22,733.74)	0.00	26,733.74	(49,467.48)
410001 Escalation/CAM - Current Year	(3,573.00)	0.00	3,573.00	(7,146.00)
500005 Day Porter	472.50	855.00	0.00	1,327.50
517010 Life Safety License Fee/Inpsection	50.00	0.00	0.00	50.00
518001 Pest control	194.85	811.87	0.00	1,006.72
519025 Parking Lot Lights	1,649.74	0.00	0.00	1,649.74
519040 Roof R & M	0.00	1,982.00	0.00	1,982.00
520001 Electricity	1,979.76	2,016.28	0.00	3,996.04
520005 Gas	37.44	37.44	0.00	74.88
520010 Water	1,810.15	1,390.78	32.04	3,168.89
530001 Exterior Landscape Contract	2,329.16	2,329.16	0.00	4,658.32
550005 Alarm Monitoring	790.48	130.00	0.00	920.48
600001 Management Fee	2,500.00	2,500.00	0.00	5,000.00
600006 Management Fee - Accounting	450.00	450.00	0.00	900.00
600015 Telephone	45.00	45.00	0.00	90.00
600025 Postage/Delivery	18.50	0.00	0.00	18.50
600030 Office Equipment	30.00	30.00	0.00	60.00
600060 Mileage	20.00	90.00	0.00	110.00
600085 Bank Fees	436.14	236.36	0.00	672.50
750105 Electricity - Vacant Unit	0.00	5.07	0.00	5.07
750125 Tenant Specific	5.07	5,805.23	0.00	5,810.30

General Ledger Detail

Tomball EDC / 401 Oxford

From 2/2026 through 2/2026

Account	Entry	Line	Date	Name or Reference	Debit	Credit	Ending
100001	Amegy Bank					Beginning Bal.	1,123,723.74
11/17/25-12/17/25 Water 5502	JE114348	1 JE	02/01/2026			105.10	
11/17/25-12/17/25 Water 4006	JE114348	3 JE	02/01/2026			66.10	
11/17/25-12/17/25 Water 5602	JE114348	5 JE	02/01/2026			813.20	
11/17/25-12/17/25 Water 7001	TBOX0226-01	1 JE	02/01/2026		32.04		
02/2026 Management Fee	0000001560	1 PY	02/03/2026	Colliers Property Mana		1,250.00	
02/2026 Copier Lease & Usage	0000001560	2 PY	02/03/2026	Colliers Property Mana		30.00	
02/2026 Management Fee	0000001561	1 PY	02/03/2026	Colliers Property Mana		1,250.00	
02/2026 Fire Alarm	0000001562	1 PY	02/03/2026	FirePro Tech LLC		65.00	
Cash Receipts-OPEX	JE113793	1 JE	02/05/2026		3,573.00		
Cash Receipts-RENT	JE113793	2 JE	02/05/2026		20,233.74		
02/2026 Answering Service	0000001563	1 PY	02/10/2026	Colliers Property Mana		20.00	
12/24/25-01/23/26 Cell Phone	0000001563	2 PY	02/10/2026	Colliers Property Mana		25.00	
12/31/25-02/02/25 Electricity	0000001564	1 PY	02/10/2026	Gridmatic Retail		5.07	
02/2026 Landscaping	0000001565	1 PY	02/10/2026	U.S. Lawns of North H		1,234.16	
12/31/25-02/02/26 Electricity#(0000001566	1 PY	02/10/2026	Hudson Energy Servic		291.20	
401 oxford-Cad File Creation F	0000001567	1 PY	02/10/2026	AMB Architects, PLLC		5,508.23	
02/2026 Pest Control	0000001568	1 PY	02/10/2026	Cypress Creek Pest C		194.85	
01/02/26-02/03/26 Elec 407 1/	0000001569	1 PY	02/10/2026	Gridmatic Retail		42.30	
01/02/26-02/03/26 Elec 406 ox	0000001569	2 PY	02/10/2026	Gridmatic Retail		136.33	
01/02/26-02/03/26 Elec 406 ox	0000001569	3 PY	02/10/2026	Gridmatic Retail		241.39	
01/02/26-02/03/26 Elec 410 Hc	0000001569	4 PY	02/10/2026	Gridmatic Retail		1,210.98	
01/02/26-02/03/26 Elec 411 ox	0000001569	5 PY	02/10/2026	Gridmatic Retail		5.07	
01/02/26-02/03/26 Elec 411 ox	0000001569	6 PY	02/10/2026	Gridmatic Retail		9.96	
01/02/26-02/03/26 Elec 411 ox	0000001569	7 PY	02/10/2026	Gridmatic Retail		12.88	
01/02/26-02/03/26 Elec 410 1/	0000001569	8 PY	02/10/2026	Gridmatic Retail		66.17	
401 Oxford-Cad File Creation I	0000001570	1 PY	02/17/2026	AMB Architects, PLLC		297.00	
03/2026 Fire Alarm Monitoring	0000001571	1 PY	02/17/2026	FirePro Tech LLC		65.00	

General Ledger Detail

Item 9.

Tomball EDC / 401 Oxford
From 2/2026 through 2/2026

Account	Entry	Line	Date	Name or Reference	Debit	Credit	Ending
100001	Amegy Bank						
01/2026 Emergency Roof Rep	0000001572	1 PY	02/17/2026	R.B Hash & Associate		1,982.00	
Accounting Fee	0000001573	1 PY	02/18/2026	Colliers Property Mana		450.00	
Cash Receipts-RENT	JE114642	1 JE	02/19/2026		4,000.00		
12/17/25-01/19/26 Water/Gas	JE114350	3 JE	02/20/2026			159.18	
12/17/25-01/19/26 Water/Gas	JE114350	6 JE	02/20/2026			78.58	
12/17/25-01/19/26 Water 110	JE114350	8 JE	02/20/2026			101.48	
12/17/25-01/19/26 Water/Gas	JE114350	11 JE	02/20/2026			104.58	
02/26 Rodent Equipment	0000001574	1 PY	02/24/2026	Cypress Creek Pest C		265.21	
02/26 Pest Control	0000001574	2 PY	02/24/2026	Cypress Creek Pest C		351.81	
02/2026 Landscaping	0000001575	1 PY	02/24/2026	JKE Cleaning and Law		1,095.00	
Cash Receipts-Rent	JE114222	1 JE	02/25/2026		2,500.00		
01/2026 Bank Fees	0000001576	1 PY	02/28/2026	Colliers Property Mana		236.36	
Period Totals 2/2026					30,338.78	17,769.19	1,136,293.33
Account Totals					30,338.78	17,769.19	1,136,293.33
110006	A/R - Inter Company Transfer						
						Beginning Bal.	0.00
Account Totals					0.00	0.00	0.00
150013	Building Improvements						
						Beginning Bal.	74,788.79
Account Totals					0.00	0.00	74,788.79
160000	Tenant Improvements						
						Beginning Bal.	29,950.00
Account Totals					0.00	0.00	29,950.00
190002	Leasing Commissions						
						Beginning Bal.	16,401.51
Account Totals					0.00	0.00	16,401.51
200001	A/P Accrual						
						Beginning Bal.	0.00
01/2026 PR Reimb	TBEDC0226-01	2 JE	02/28/2026			180.00	

General Ledger Detail

Tomball EDC / 401 Oxford
 From 2/2026 through 2/2026

Account	Entry	Line	Date	Name or Reference	Debit	Credit	Ending
200001	A/P Accrual Continued...						
01/2026 Mileage Reimb	TBEDC0226-01	4 JE	02/28/2026			20.00	
01/2026 PR Reimb	TBOX0226-02	2 JE	02/28/2026			675.00	
01/2026 Mileage Reimb	TBOX0226-02	4 JE	02/28/2026			70.00	
Period Totals 2/2026					0.00	945.00	-945.00
Account Totals					0.00	945.00	-945.00
210000	Security Deposits						
						Beginning Bal.	-10,869.00
Account Totals					0.00	0.00	-10,869.00
300072	Owners Contribution						
						Beginning Bal.	-141,413.62
Account Totals					0.00	0.00	-141,413.62
300073	Owners Distribution						
						Beginning Bal.	94,654.40
Account Totals					0.00	0.00	94,654.40
330002	Prior Year Retained Earnings						
						Beginning Bal.	-1,173,747.87
Account Totals					0.00	0.00	-1,173,747.87
400001	Base Rent						
Cash Receipts-RENT	JE113793	3 JE	02/05/2026			20,233.74	
Cash Receipts-RENT	JE114642	2 JE	02/19/2026			4,000.00	
Cash Receipts-Rent	JE114222	2 JE	02/25/2026			2,500.00	
Period Totals 2/2026					0.00	26,733.74	-49,467.48
Account Totals					0.00	26,733.74	-49,467.48
410001	Escalation/CAM - Current Year						
Cash Receipts-OPEX	JE113793	4 JE	02/05/2026			3,573.00	Beginning Bal.
							-3,573.00
Period Totals 2/2026					0.00	3,573.00	-7,146.00

General Ledger Detail

Item 9.

Tomball EDC / 401 Oxford
 From 2/2026 through 2/2026

Account	Entry	Line	Date	Name or Reference	Debit	Credit	Ending
<i>Account Totals</i>					0.00	3,573.00	-7,146.00
500005	Day Porter					Beginning Bal.	472.50
01/2026 PR Reimb	TBEDC0226-01	1 JE	02/28/2026		180.00		
01/2026 PR Reimb	TBOX0226-02	1 JE	02/28/2026		675.00		
Period Totals 2/2026					855.00	0.00	1,327.50
<i>Account Totals</i>					855.00	0.00	1,327.50
517010	Life Safety License Fee/Inpsection					Beginning Bal.	50.00
<i>Account Totals</i>					0.00	0.00	50.00
518001	Pest control					Beginning Bal.	194.85
02/2026 Pest Control	0000001568	1 PY	02/10/2026	Cypress Creek Pest C	194.85		
02/26 Rodent Equipment	0000001574	1 PY	02/24/2026	Cypress Creek Pest C	265.21		
02/26 Pest Control	0000001574	2 PY	02/24/2026	Cypress Creek Pest C	351.81		
Period Totals 2/2026					811.87	0.00	1,006.72
<i>Account Totals</i>					811.87	0.00	1,006.72
519025	Parking Lot Lights					Beginning Bal.	1,649.74
<i>Account Totals</i>					0.00	0.00	1,649.74
519040	Roof R & M					Beginning Bal.	0.00
01/2026 Emergency Roof Rep	0000001572	1 PY	02/17/2026	R.B Hash & Associate:	1,982.00		
Period Totals 2/2026					1,982.00	0.00	1,982.00
<i>Account Totals</i>					1,982.00	0.00	1,982.00
520001	Electricity					Beginning Bal.	1,979.76
12/31/25-02/02/26 Electricity#(0000001566	1 PY	02/10/2026	Hudson Energy Servic	291.20		
01/02/26-02/03/26 Elec 407 1/	0000001569	1 PY	02/10/2026	Gridmatic Retail	42.30		

General Ledger Detail

Tomball EDC / 401 Oxford
From 2/2026 through 2/2026

Account	Entry	Line	Date	Name or Reference	Debit	Credit	Ending
520001	Electricity Continued...						
01/02/26-02/03/26 Elec 406 ox	0000001569	2 PY	02/10/2026	Gridmatic Retail	136.33		
01/02/26-02/03/26 Elec 406 ox	0000001569	3 PY	02/10/2026	Gridmatic Retail	241.39		
01/02/26-02/03/26 Elec 410 Hc	0000001569	4 PY	02/10/2026	Gridmatic Retail	1,210.98		
01/02/26-02/03/26 Elec 411 ox	0000001569	5 PY	02/10/2026	Gridmatic Retail	5.07		
01/02/26-02/03/26 Elec 411 ox	0000001569	6 PY	02/10/2026	Gridmatic Retail	9.96		
01/02/26-02/03/26 Elec 411 ox	0000001569	7 PY	02/10/2026	Gridmatic Retail	12.88		
01/02/26-02/03/26 Elec 410 1/:	0000001569	8 PY	02/10/2026	Gridmatic Retail	66.17		
Period Totals 2/2026					2,016.28	0.00	3,996.04
Account Totals					2,016.28	0.00	3,996.04
520005	Gas						
12/17/25-01/19/26 Gas 2001	JE114350	2 JE	02/20/2026		12.48		
12/17/25-01/19/26 Gas 1001	JE114350	5 JE	02/20/2026		12.48		
12/17/25-01/19/26 Gas 7001	JE114350	10 JE	02/20/2026		12.48		
Period Totals 2/2026					37.44	0.00	74.88
Account Totals					37.44	0.00	74.88
520010	Water						
11/17/25-12/17/25 Water 5502	JE114348	2 JE	02/01/2026		105.10		
11/17/25-12/17/25 Water 4006	JE114348	4 JE	02/01/2026		66.10		
11/17/25-12/17/25 Water 5602	JE114348	6 JE	02/01/2026		813.20		
11/17/25-12/17/25 Water 7001	TBOX0226-01	2 JE	02/01/2026			32.04	
12/17/25-01/19/26 Water 2001	JE114350	1 JE	02/20/2026		146.70		
12/17/25-01/19/26 Water 100	JE114350	4 JE	02/20/2026		66.10		
12/17/25-01/19/26 Water 110	JE114350	7 JE	02/20/2026		101.48		
12/17/25-01/19/26 Water 700	JE114350	9 JE	02/20/2026		92.10		
Period Totals 2/2026					1,390.78	32.04	3,168.89

General Ledger Detail

Tomball EDC / 401 Oxford
From 2/2026 through 2/2026

Account	Entry	Line	Date	Name or Reference	Debit	Credit	Ending
520010	Water Continued...						
		<i>Account Totals</i>			1,390.78	32.04	3,168.89
530001	Exterior Landscape Contract					Beginning Bal.	2,329.16
02/2026 Landscaping	0000001565	1 PY	02/10/2026	U.S. Lawns of North H	1,234.16		
02/2026 Landscaping	0000001575	1 PY	02/24/2026	JKE Cleaning and Law	1,095.00		
		<i>Period Totals 2/2026</i>			2,329.16	0.00	4,658.32
		<i>Account Totals</i>			2,329.16	0.00	4,658.32
550005	Alarm Monitoring					Beginning Bal.	790.48
02/2026 Fire Alarm	0000001562	1 PY	02/03/2026	FirePro Tech LLC	65.00		
03/2026 Fire Alarm Monitoring	0000001571	1 PY	02/17/2026	FirePro Tech LLC	65.00		
		<i>Period Totals 2/2026</i>			130.00	0.00	920.48
		<i>Account Totals</i>			130.00	0.00	920.48
600001	Management Fee					Beginning Bal.	2,500.00
02/2026 Management Fee	0000001560	1 PY	02/03/2026	Colliers Property Mana	1,250.00		
02/2026 Management Fee	0000001561	1 PY	02/03/2026	Colliers Property Mana	1,250.00		
		<i>Period Totals 2/2026</i>			2,500.00	0.00	5,000.00
		<i>Account Totals</i>			2,500.00	0.00	5,000.00
600006	Management Fee - Accounting					Beginning Bal.	450.00
Accounting Fee	0000001573	1 PY	02/18/2026	Colliers Property Mana	450.00		
		<i>Period Totals 2/2026</i>			450.00	0.00	900.00
		<i>Account Totals</i>			450.00	0.00	900.00
600015	Telephone					Beginning Bal.	45.00

General Ledger Detail

Tomball EDC / 401 Oxford
From 2/2026 through 2/2026

Account	Entry	Line	Date	Name or Reference	Debit	Credit	Ending
600015	Telephone Continued...						
02/2026 Answering Service	0000001563	1 PY	02/10/2026	Colliers Property Mana	20.00		
12/24/25-01/23/26 Cell Phone	0000001563	2 PY	02/10/2026	Colliers Property Mana	25.00		
Period Totals 2/2026					45.00	0.00	90.00
Account Totals					45.00	0.00	90.00
600025	Postage/Delivery						
						Beginning Bal.	18.50
Account Totals					0.00	0.00	18.50
600030	Office Equipment						
02/2026 Copier Lease & Usag	0000001560	2 PY	02/03/2026	Colliers Property Mana	30.00		
Period Totals 2/2026					30.00	0.00	60.00
Account Totals					30.00	0.00	60.00
600060	Mileage						
01/2026 Mileage Reimb	TBEDC0226-01	3 JE	02/28/2026		20.00		
01/2026 Mileage Reimb	TBOX0226-02	3 JE	02/28/2026		70.00		
Period Totals 2/2026					90.00	0.00	110.00
Account Totals					90.00	0.00	110.00
600085	Bank Fees						
01/2026 Bank Fees	0000001576	1 PY	02/28/2026	Colliers Property Mana	236.36		
Period Totals 2/2026					236.36	0.00	672.50
Account Totals					236.36	0.00	672.50
750105	Electricity - Vacant Unit						
12/31/25-02/02/25 Electricity	0000001564	1 PY	02/10/2026	Gridmatic Retail	5.07		
						Beginning Bal.	0.00

General Ledger Detail

Item 9.

Tomball EDC / 401 Oxford
 From 2/2026 through 2/2026

Account	Entry	Line	Date	Name or Reference	Debit	Credit	Ending
750105	Electricity - Vacant Unit Continued...						
<i>Period Totals 2/2026</i>					<u>5.07</u>	<u>0.00</u>	<u>5.07</u>
<i>Account Totals</i>					5.07	0.00	5.07
750125	Tenant Specific						
401 oxford-Cad File Creation F	0000001567	1 PY	02/10/2026	AMB Architects, PLLC	5,508.23		
401 Oxford-Cad File Creation I	0000001570	1 PY	02/17/2026	AMB Architects, PLLC	297.00		
<i>Period Totals 2/2026</i>					<u>5,805.23</u>	<u>0.00</u>	<u>5,810.30</u>
<i>Account Totals</i>					5,805.23	0.00	5,810.30
Entity Tomball Totals							
Beginning Bal.				<u>0.00</u>	<u>49,052.97</u>	<u>49,052.97</u>	<u>0.00</u>

ESI410D
 TomballEDC
 Select: 02/28/26
 2 Stes, 41,080 Sq. Ft.

Detail Rent Roll Report
Tomball Economic Development Corporation
Tomball Economic Development Corporation
February 28, 2026

02
 02/25/26
 18:43
 Item 9.

Names	S T	Type	Useable Sq.Ft	Period & Charges		Code	Freq	-----Monthly-----		-----Annual-----		Sec Esc	Desc	Dates	CD	-----Recovery-----	
				Begins	Ends			Amount	PSF	Amount	PSF					Type	% Share
<u>OFF Office Building</u>																	
202	C	1	24,580	10/01/2025		RENT	M	19,367.74	0.79	232,412.88	9.46	8,869.00	Term				
	OC			01/01/2026		OPEX	M	3,573.00	0.15	42,876.00	1.74	0.00	Begin	10/01/2018			
Ameresco Solar-Solutions, LLC								<u>22,940.74</u>	<u>0.93</u>	<u>275,288.88</u>	<u>11.20</u>		End	09/30/2026			
													Move In	10/01/2018			
													Start Bill	05/01/2020			
													Move Out				
													Stop Bill				
													Notice				
													Expected				
													Cancel				

Attn: Jennifer Battista
 Framingham, MA 01701

OFF2 Office Building

204 C 1 16,500 03/01/2022 RENT M 2,000.00 0.12 24,000.00 1.45 2,000.00
 OC 2,000.00 0.12 24,000.00 1.45 0.00

Houston Poly Bag I, LTD

11726 Holderrith Rd.
 Tomball, TX 77375

Term
 Begin 02/23/2022
 End 11/30/2022
 Move In 02/23/2022
 Start Bill 03/01/2022
 Move Out
 Stop Bill
 Notice
 Expected
 Cancel

Property Totals

Summary of Stes				
	Count	% of Total	Sq Ftg	%Sq Ftg
Occupied	2	100.00	41,080	100.00
Vacant	0	0.00	0	0.00
Totals	2	100.00	41,080	100.00

Summary of Charges By Income Code					
Code	Description	Monthly	PSF	Annual	PSF
OPEX	Operating Expenses	3,573.00	0.09	42,876.00	1.04
RENT	Rent	21,367.74	0.52	256,412.88	6.24
Total		24,940.74	0.61	299,288.88	7.29

Sec Esc \$10,869.00
 \$0.00

ESI410D
 TomballOX
 Select: 02/28/26
 1 Stes, 84,420 Sq. Ft.

Detail Rent Roll Report
Tomball EDC - 401 Oxford
Tomball EDC - 401 Oxford
February 28, 2026

02/27/26
 14:15
 Item 9.

Names	S T	Type	Useable Sq.Ft	Period & Charges		Code	Freq	-----Monthly-----		-----Annual-----		Sec Esc	Desc	Dates	CD	-----Recovery-----	
				Begins	Ends			Amount	PSF	Amount	PSF					Type	% Share
<u>Bldg Building</u>																	
1	C	1	84,420	10/01/2025		Rent	M	2,500.00	0.03	30,000.00	0.36	0.00	Term				
		OC						2,500.00	0.03	30,000.00	0.36	0.00	Begin	04/12/2023			
													End	04/12/2026			
													Move In	04/12/2023			
													Start Bill	10/01/2025			
													Move Out				
													Stop Bill				
													Notice				
													Expected				
													Cancel				

Property Totals

Summary of Stes

	Count	% of Total	Sq Ftg	%Sq Ftg
Occupied	1	100.00	84,420	100.00
Vacant	0	0.00	0	0.00
Totals	1	100.00	84,420	100.00

Summary of Charges By Income Code

Code	Description	Monthly	PSF	Annual	PSF
Rent	Rent	2,500.00	0.03	30,000.00	0.36
Total		2,500.00	0.03	30,000.00	0.36

Sec Esc \$0.00
 \$0.00

Deposit Batch Report
For Batches Approved 2/1/2026 - 2/28/2026 (Detail)
February 28, 2026

Property	Apartment Name	Date	Effective Date	Code	Rent/Other	Security Deposits	Misc	Return	Description	Reference	
Batch : TombalIEDC 139											
TombalIEDC	OFF - 202	Ameresco Solar-Solutions, LLC	02/05/26	02/26	OPEX	3,573.00	0.00	0.00	0.00	Payment	Wire
TombalIEDC	OFF - 202	Ameresco Solar-Solutions, LLC	02/05/26	02/26	RENT	18,501.74	0.00	0.00	0.00	Payment	Wire
TombalIEDC	OFF - 202	Ameresco Solar-Solutions, LLC	02/05/26	02/26	RENT	1,732.00	0.00	0.00	0.00	Payment	Wire
Batch (TombalIEDC-139)		23,806.74	Approved on: 2/5/2026		23,806.74	0.00	0.00	0.00			
Batch : TombalIEDC 140											
TombalIEDC	OFF2 - 204	Houston Poly Bag I, LTD	02/19/26	02/26	RENT	2,000.00	0.00	0.00	0.00	Payment	Wire 2.19
TombalIEDC	OFF2 - 204	Houston Poly Bag I, LTD	02/19/26	02/26	RENT	2,000.00	0.00	0.00	0.00	Payment	Wire 2.19
Batch (TombalIEDC-140)		4,000.00	Approved on: 2/19/2026		4,000.00	0.00	0.00	0.00			
Bank Book (TombalIEDC) Total:		27,806.74			27,806.74	0.00	0.00	0.00			
Grand Totals:		27,806.74			27,806.74	0.00	0.00	0.00			

Deposit Batch Report
For Batches Approved 2/1/2026 - 2/28/2026 (Detail)
February 28, 2026

Property	Apartment Name	Date	Effective Date	Code	Rent/ Other	Security Deposits	Misc	Return	Description	Reference		
Batch : TomballOX 7												
TomballOX	Bldg - 1	First Baptist Church of Tomball	02/25/26	02/26	Rent	2,500.00	0.00	0.00	0.00	Payment	62514	
Batch (TomballOX-7)						2,500.00	Approved on: 2/25/2026		2,500.00	0.00	0.00	0.00
Bank Book (TomballOX) Total:						2,500.00	2,500.00	0.00	0.00	0.00		
Grand Totals:						2,500.00	2,500.00	0.00	0.00	0.00		

Regular Tomball EDC

Agenda Item

Data Sheet

Meeting Date: April 14, 2026

Topic:

Consideration and possible action to approve a roof replacement at 202 South Live Oak for an amount not to exceed \$189,036.00.

Background:

The TEDC owns two buildings at the South Live Oak Business Park. The larger building, approximately 25,000 square feet, was built in 2006 and is currently leased to Ameresco Solar.

The existing roof has undergone numerous repairs over time and has reached a point where continued patching is no longer a cost-effective or reliable solution. Due to ongoing maintenance issues and the risk of further deterioration, full replacement is necessary to protect the structure and prevent additional expenses.

Colliers Property Management solicited competitive bids for the project and received six (6) submissions. Following review, the lowest qualified bid is being presented for the Board's consideration. The lowest qualified bidder is Noble Roofing, a locally based commercial roofing contractor serving the greater Houston area.

Noble Roofing's proposal totals \$189,036.00 and includes installation of a 60-mil TPO (thermoplastic polyolefin) single-ply roofing system by Carlisle Syntec, with a 20-year No Dollar Limit (NDL) manufacturer's warranty and a 2-year workmanship warranty. The proposal also includes walkway pads and new gutters and downspouts. Pricing is valid through April 17, 2026, with the contractor noting potential material cost increases of up to 10% thereafter.

If approved, funding for this project will be provided from the South Live Oak Operating account, which has a cash balance of \$1,136,293.33 as of 2/28/2026.

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

Recommendation: Staff recommends proceeding with Noble Roofing on the roof replacement to ensure the long-term integrity of the building.

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: _____

#South Live Oak
Redevelopment &
Maintenance

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

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



COMMERCIAL ROOFING

Service
with integrity.



www.nobleroofing.co

(346) 334-7839

contact@nobleroofing.co

| INTRODUCTION

Hey there,

At Noble Roofing, we understand that your roof is more than just a covering—it's a shield that protects what matters most. Whether you're a homeowner safeguarding your family or a business owner ensuring smooth operations, we're here to provide reliable, high-quality roofing solutions tailored to your unique needs.

With a commitment to honesty, integrity, and excellence, our team takes pride in delivering exceptional craftsmanship and personalized service. From small repairs to large-scale installations, we approach every project with care, attention to detail, and a focus on results that stand the test of time.

Thank you for considering Noble Roofing as your trusted partner in protecting your investment. We look forward to serving you and exceeding your expectations.

God Bless,



John Austin Earles
Founder & CEO

PREPARED BY

John Austin Earles
Noble Roofing
(346) 334-7839
ja@nobleroofing.co
1019 Pruitt Road
Spring, Texas 77380

PREPARED FOR

Brian Summers
Colliers
(713) 340-4211
brian.summers@colliers.com
202 S Live Oak St, Tomball, TX 77375, USA

COMMERCIAL ROOFING PROPOSAL & CONTRACT DETAILS

202 S Live Oak Street

202 S Live Oak St, Tomball, TX 77375, USA

Noble Construction, LLC, a protected series of Nobilis Holdings, LLC DBA Noble Roofing (hereinafter referred to as "Noble"), proposes to perform and furnish the labor, materials, insurance, supervision, equipment, and warranty (herein together referred to as the "Work") described herein for:

1. SCOPE OF WORK:

Noble Roofing shall perform the following Scope of Work (the "Work") per the terms and conditions outlined in this Agreement:

Roofing Scope of Work (Approximately 24,400 SF)

- Sweep off the existing pea gravel.
- Tear off all wall/curb flashings down to the existing substrate; install sheathing where necessary to separate mod-bit from TPO.
- Furnish and install (1) layer of 1/2" HD Iso, mechanically attached.
- Furnish and install a mechanically attached 60-mil TPO membrane by Carlisle Syntec.
- Furnish and install TPO membrane flashings at perimeters and penetrations per the manufacturer's specifications.
- Furnish and install walkway pads at the top of the ladder access.
- 2-Year Contractor's Warranty.
- 20-Year Manufacturer's NDL Warranty.

Sheet Metal Scope of Work

- Furnish and install 24 ga. prefinished counter flashing, gravel stop, gutters, and (4) downspouts.
- Furnish and install new wood blocking at the edge metal as necessary.
- 2-Year Contractor's Warranty.

2. CONTRACT PRICE:

Noble shall perform the Work for the amount specified in this Agreement, plus applicable sales tax:

TOTAL	\$188,136.00
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Please add \$900.00; to furnish and install walkway pads at the service side of (4) RTU units.

Please deduct \$4,893.00; if the owner elects not to remove and replace the gutters and downspouts.

3. PAYMENT TERMS:

30% due upon delivery of materials, 30% due at 50% project completion, 30% due upon project completion, and 10% due after Colliers' inspection, with payment to be made to Noble Roofing upon receipt of the invoice provided to the customer.

Payment for all goods and services provided by Noble shall be due upon receipt of a written request for payment from Noble.

4. PROPOSED PROJECT SCHEDULE:

- Preconstruction: 4-6 Weeks
- Roofing Scope: 4-6 Weeks

5. PROJECT EXCLUSIONS:

P&P bonds, FM Global or TDI testing or engineering, prevailing wages, retainage, permits, overtime, street closures, liquidated or consequential damages, loss of business by customer/tenant, third-party consultants, engineering, stamped/shop drawings, testing (including infrared), replacement or repair of existing roofing or flashings, ANSI/SPRI ES-1, all sheet metal (counterflashings, edge metal, coping, gutters, downspouts), wood blocking, sheathing, structural framing or decking (metal, concrete, plywood), saw-cutting or penetrations, skylights, hatches, curbs, supports, anchors, ladders, lightning protection, satellite equipment, interior protection, interior repairs, interior cleaning, temporary or protective roofing, landscaping, environmental controls (fumes, emissions, noise, air quality), MEP/communications disconnections, reconnections, certifications, relocations or replacements, exterior cladding, waterproofing, sub-roof-level work, cranes, hoists, scaffolding, specialty lifts, site utilities (power, water), portable toilets, dumpsters, extended cleanup, safety standby, background checks, drug screening, or any items not specifically included in the scope of work.

6. INCORPORATED NOTES:

- (1) Offer valid for thirty (30) days.
- (2) Addenda acknowledged – n/a.
- (4) Time and Material (T&M) rate: \$85.00 per man-hour, plus a 20% markup on materials.
- (5) Proposal based on one mobilization. Additional mobilizations are chargeable.
- (6) Moisture-related repairs in existing systems are excluded and will be billed separately if required.
- (7) Wind uplift testing and response to any third-party testing are excluded.
- (8) Customer to provide clear access, dumpsters, toilets, potable water, and electrical power at no cost to Noble.
- (9) Work areas must be clean, smooth, and free of obstructions. Failure to do so may incur additional charges.
- (10) Warranty excludes substrate failures, moisture vapor transmission, abuse, overburdened materials, or structural movement.
- (11) Noble does not perform design services. Any value engineering or cost-saving suggestions must be approved in writing by the Customer. Noble assumes no liability for their implementation.
- (12) Sheet Metal Flashing applies only to membrane-related trim unless otherwise noted.
- (13) Color selections and finishes must be from standard manufacturer options. Custom colors or finishes may incur additional costs.
- (14) Pricing assumes max deductible of \$25,000 on builder's risk policy. Any variance shall be disclosed to Noble in writing.
- (15) Samples are for general representation only and not a guarantee of final appearance.
- (16) This is a service contract; all implied warranties of merchantability or fitness for a particular purpose are disclaimed. No goods are sold under this agreement.

7. TERMS & CONDITIONS

(1) Nature of Work:

Noble shall furnish labor and materials to perform the described work. Noble does not provide engineering, architectural, or consulting services. Customer is responsible for design and code compliance. Customer warrants that all structures involved are sound and can support roofing activity. Noble is not liable for failures due to design or structural inadequacy.

(2) Asbestos and Toxic Materials:

Unless stated otherwise, this contract assumes no hazardous materials are present. If discovered, Noble will stop work and notify Customer. Customer is responsible for remediation and shall indemnify Noble. Noble is entitled to compensation for delays and added costs.

(3) Insurance:

Noble will maintain insurance as required by law. Certificates may be provided upon request. Customer shall maintain builder's risk and property insurance covering the full project value, including materials and work in progress. Failure to do so is a material breach. Customer's policies must include a waiver of subrogation in Noble's favor, where permitted by law.

(4) Additional Insured:

If requested and agreed, Noble may list Customer as an additional insured solely for claims arising from Noble's negligence. This does not extend to Customer's own liabilities.

(5) Subcontractors:

Noble may subcontract any portion of the Work. This does not relieve Noble of its responsibilities under the Agreement.

(6) Retainage:

Retainage will be withheld only if required by law and released in accordance with TEX. PROP. CODE § 53.101.

(7) Changes in the Work and Extra Work:

The Customer may request changes to the Work. All changes must be approved in writing via a signed change order before proceeding.

(8) Site Conditions:

Customer shall ensure the site is safe, accessible, and ready for work, including clear access and stable surfaces. Delays or added costs due to inadequate site conditions are chargeable. See Incorporated Notes for required owner-provided utilities.

(9) Concealed Conditions:

Customer is responsible for hidden or unknown conditions not visible on surface inspection. If discovered, Noble will notify Customer and may charge for remediation or additional labor/material.

(10) Material References:

Noble relies on manufacturer specs for compliance and technical data. It does not independently verify R-values, ASTM/UL certifications, or system approvals.

(11) Force Majeure and Price Adjustments:

Noble shall not be liable for delays or failure to perform caused by events beyond its control, including but not limited to extreme weather, labor disputes, material shortages, supply chain disruptions, or government actions. If such events result in material cost increases or unavailable items, Noble may adjust pricing, provide substitutions, or extend the schedule as needed. All adjustments will be communicated in writing with reasonable supporting documentation.

(12) Non-Payment:

Late payments accrue 1.5% monthly interest. Noble may halt work and suspend warranties. Customer is responsible for all collection and legal fees. Payment withholding without agreement is a breach.

(13) Back Charges:

Back charges are not permitted unless Noble is notified within (10) days and gives written approval. Full documentation must be provided.

(14) Damage by Others:

Noble is not responsible for damage to its work caused by other contractors, trades, or third parties. Any resulting repairs will be performed at the Customer's expense and billed at Noble's standard rates. Delays resulting from such damage may result in added time or cost.

(15) Working Hours:

Work is expected to proceed during normal business hours (Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding holidays), unless otherwise agreed. If the Customer restricts access during these hours or requires work to occur outside of them, additional charges may apply.

(16) Warranty:

Noble warrants labor for two (2) years after completion and full payment. Notification of defects must be given within (10) days of discovery. Noble will inspect and address valid claims. Manufacturer warranties apply only where explicitly included and are the Customer's remedy for material failures. No other warranties apply. Noble is not liable for special, incidental, or consequential damages.

(17) Tolerances:

Work shall conform to standard industry tolerances for materials, installation, and appearance. Minor cosmetic variations that fall within these tolerances shall not be considered defects and do not warrant repair, replacement, or compensation.

(18) Mold Disclaimer:

If mold, asbestos, or other hazards are discovered, Noble will stop work and notify the Customer. Work will resume only after certified remediation. Noble is not responsible for air quality, mold growth, or related damages. Customer indemnifies Noble for all claims tied to hazardous substances. Additional charges for work stoppage, remobilization, and delay shall apply.

(19) Dispute Resolution:

All disputes shall be resolved exclusively in the state courts of Montgomery County, Texas. Both parties waive any right to a jury trial. Claims must be brought within two (2) years. The prevailing party may recover attorney's fees and costs.

(20) Miscellaneous:

This Agreement is governed by Texas law and reflects the full understanding of the parties. Any changes must be made in writing and signed. If a provision is invalid, the rest remains enforceable. There are no other promises, agreements, or warranties outside this written Agreement.

The undersigned hereby accepts this proposal and, intending to be legally bound hereby, agrees that this writing shall be a binding contract and shall constitute the entire contract.

The above specifications, costs, and terms are hereby accepted.

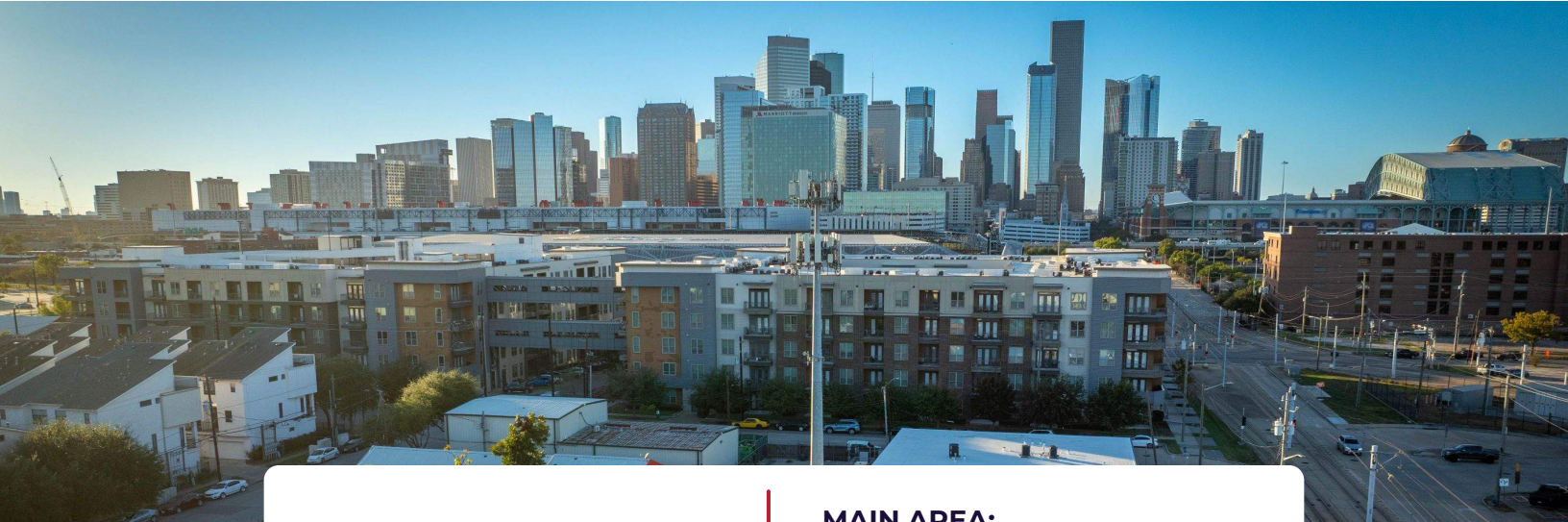
BRIAN SUMMERS

DATE

/ WHY CHOOSE US

WHERE **QUALITY** MEETS INTEGRITY

At Noble Roofing, we're more than just roofers—we're your trusted partners in protecting what matters most. With a reputation built on quality workmanship, exceptional customer care, and a commitment to excellence, we've become the go-to roofing company for homeowners and businesses alike. From small repairs to full-scale roof replacements, we ensure every project is handled with precision and care, delivering results you can depend on.



AREAS OF SERVICE

MAIN AREA:

- Texas

PRIMARY AREA:

- The Woodlands
- Greater Houston

OUR CORE VALUES



HONESTY

We believe in open, honest communication, ensuring our clients always have clear and accurate information.



INTEGRITY

Integrity is at the heart of everything we do. We stand by our word, delivering fair, reliable, and high-quality service.



EXCELLENCE

We strive for excellence in every project, committed to top-tier outstanding service and customer satisfaction.

WHAT OUR CLIENTS SAY



JOSH MCKIBBEN
August Real Estate Co.



“John and his professional team just completed a substantial TPO Membrane Roofing System for my property in Dallas. We presented many challenges to Noble Roofing along the way and John was able to address them quickly and with the attention we demanded. This project was a multi-family apartment building with 100% occupancy and our tenants hardly knew they were working. I would recommend Noble Roofing for your next project too, so give them a call.”



BRIAN SUMMERS
Colliers



“Competitive pricing and great service. Project was completed ahead of schedule and was an overall great experience!”



FRANK GUEVARA
St. Andrew's Episcopal Church



“These guys are always on point. They pay attention to detail and make sure to find the exact area where we had issues. Great customer service as usual.”



THERESA LOPEZ
Railroad Commission of Texas



“[Noble Roofing] did a fantastic job for the Railroad Commission of Texas.”

READ MORE:

Reference contact info available upon request.



/ OUR SERVICES

TAILORED ROOFING SOLUTIONS FOR EVERY NEED

Your property deserves a roof that combines strength, durability, and style. With solutions for both residential and commercial projects, we focus on providing reliable protection and lasting results.



RESIDENTIAL ROOFING

From quick repairs to full replacements, we use premium materials to ensure long-lasting protection while enhancing your home's appearance.



COMMERCIAL ROOFING

Businesses need durable, warrantable roofing solutions. We specialize in commercial projects, keeping your operations running safely and smoothly with high-performance materials and expert installation.



COATING & MAINTENANCE

Regular maintenance extends your roof's lifespan and prevents costly issues. Our protective coatings add durability and improve energy efficiency, keeping your roof in top shape for years to come.

OUR TRUSTED PRODUCT PARTNERS

Our product partners allow us to offer roofing systems that are durable, energy-efficient, and built to last. Whether it's commercial, industrial, or specialized roofing, you can trust us to deliver superior results with materials from the most trusted brands.

SHINGLES

TPO

COATINGS

MODIFIED BITUMEN

PVC



/ ROOFING AND INSURANCE PROCESS

THE NOBLE ROOFING PROCESS

Roofing and insurance claims don't have to be complicated. At Noble Roofing, we make it simple with a clear, step-by-step approach that keeps you informed and stress-free from start to finish.

01

INSPECTION & CONSULTATION

We start with a free inspection to assess your roof's condition. Whether it's regular maintenance, storm damage, or an aging roof, we provide honest recommendations based on what's best for your home.

02

PLAN & INSURANCE ASSISTANCE

If repairs or a replacement are needed, we help you understand your options. If insurance is involved, we guide you through the claims process, providing the necessary documentation and working alongside your adjuster to ensure a fair assessment.

03

ROOFING & COMPLETION

Once approved, we move forward with top-quality repairs or a full replacement. You pick the materials, and we handle the rest—on time and with expert craftsmanship. After a final inspection, we provide warranty details and ensure your complete satisfaction.

IMPORTANT NOTES



YOUR DEDUCTIBLE

Texas law requires homeowners to pay their deductible upfront.



AVOID SCAMS

Be cautious of contractors offering "free roofs" or deductible waivers—these are illegal.



WE'VE GOT YOU COVERED

Our team is here to guide you every step of the way.

At Noble Roofing, we make the process easy, transparent, and built around your needs. Whether you need a simple repair or a full replacement, we're here to help.



4118 COMMERCE STREET

DALLAS, TEXAS

PRODUCTS USED

GAF 60-MIL TPO SINGLE-PLY



10655 Bammel N Houston

HOUSTON, TEXAS

PRODUCTS USED

SIKA SARNAFIL 60-MIL PVC SINGLE-PLY



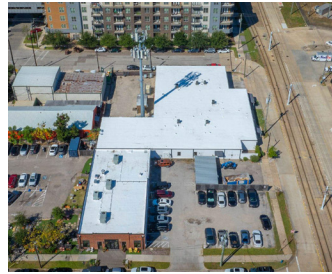


2500 TEXAS AVENUE

HOUSTON, TEXAS

PRODUCTS USED

SIKA SARNAFIL 72-MIL PVC SINGLE-PLY



RAILROAD COMMISSION OF TEXAS

CORPUS CHRISTI, TEXAS

PRODUCTS USED

GAF 60-MIL TPO SINGLE-PLY



/ SIMPLIFYING YOUR PROJECT MANAGEMENT

SMARTER ROOFING PROJECT MANAGEMENT WITH JOBTREAD



Roofing projects don't have to be complicated. With JobTread, we make it easy to track progress, stay updated, and keep everything running smoothly. Our team uses this advanced platform to give you full visibility into your project from start to finish.



STAY UPDATED

Receive real-time notifications and progress reports.



SIMPLIFIED SCHEDULING

Know what's happening and when.



ALL-IN-ONE ACCESS

View estimates, contracts, and photos in one place.



NO SURPRISES

Transparent tracking means you're always in the know.

By using JobTread, we ensure that your roofing project is efficient, well-organized, and stress-free.





**NOBLE
ROOFING**
"SERVICE WITH INTEGRITY"



Regular Tomball EDC

Agenda Item

Data Sheet

Meeting Date: April 14, 2026

Topic:

Consideration and possible action by Tomball EDC to approve, as a Project of the Corporation, an agreement with the Heart of Tomball Alliance to make direct incentives to, or expenditures for, advertising, promotion, and event marketing for Old Town Tomball, as authorized under Section 505.158 of the Texas Local Government Code. The estimated total amount of expenditures is an amount not to exceed \$53,147.00.

- Public Hearing

Background:

The Heart of Tomball Alliance has submitted a grant request to the Tomball Economic Development Corporation in the amount of \$53,147 to expand downtown programming, marketing, and visitor circulation. The request aims to increase economic activity, support small businesses, enhance the visitor experience, and strengthen Old Town Tomball's competitiveness within the greater Houston region.

Formed in 2024 with support from TEDC and guidance from City Council, the Texas Downtown Association, and Opportunity Strategies, the Alliance represents approximately 36 downtown businesses. Its programming—particularly Shop & Stroll events—has demonstrated measurable economic impact by driving foot traffic, increasing retail sales, and reinforcing downtown as a regional destination.

The proposal focuses on expanding seven annual events supported by coordinated regional marketing, an enhanced website, and continued event programming. It also introduces a visitor safety initiative, including a circulator shuttle service during high-attendance events to improve pedestrian safety and encourage broader engagement across the district.

Below is a breakdown of the request:

- **Marketing & Advertising (7 events @ \$2,500 + ad management): \$22,900**
- **Event Materials (Décor, signage, supplies): \$14,000**
- **Website Design & Development: \$9,997**
- **Circulator Shuttle Service (\$1,250 per event × 5 events): \$6,250**

TOTAL GRANT AMOUNT REQUESTED: \$53,147.00

This request aligns with the TEDC Strategic Plan, specifically **Goal 3**, which calls for exploring collaborative opportunities with the Heart of Tomball Alliance to ensure efforts reflect Old Town priorities and support the interests of local merchants.

The project qualifies under Type B sales tax legislation, as it supports marketing and promotional activities that advance new and expanded business development. Overall, the proposal represents a targeted investment in sustaining and growing the economic vitality of Old Town Tomball.

Origination: Heart of Tomball Alliance

Recommendation:

Approval of the Agreement with Heart of Tomball Alliance

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

FUNDING (IF APPLICABLE)

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

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

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

Signed _____
Staff Member-TEDC Date

Approved by _____
Executive Director-TEDC Date

GRANT APPLICATION

Heart of Tomball Alliance

2026 Economic Development Grant Request

Submitted To:	Tomball Economic Development Corporation
Applicant:	Heart of Tomball Alliance
Grant Purpose:	Downtown Activation, Marketing, Safety Infrastructure & Small Business Growth
Grant Amount Requested:	\$53,147.00 (plus applicable tax)
Annual Events Supported:	7 downtown events
Date:	2026 - 2027

Old Town Tomball | Tomball, Texas

Executive Summary

The Heart of Tomball Alliance respectfully submits this grant application to the Tomball Economic Development Corporation requesting funding to expand the marketing reach, economic impact, and visitor safety infrastructure of the Alliance's downtown programming. The Alliance's flagship Shop & Stroll events — along with its Fashion Show, Purse Bingo, and community fundraising initiatives — serve as primary economic drivers for the small businesses located in Old Town Tomball.

For the grant period, the Alliance is programming seven events — six running April through December 2026, plus a February 2027 Shop & Stroll that extends the grant's reach into the following year. This schedule reflects growing community demand and provides a consistent drumbeat of foot traffic and economic activity for downtown businesses year-round.

This request supports five core investment areas: regional marketing and paid advertising, professional ad management, website infrastructure, content creation, and visitor safety transportation. Together, these investments are designed to increase visitor volume, extend visitor dwell time, drive retail spending, and position Old Town Tomball as a premier shopping and community destination in the greater Houston area.

The total grant amount requested is \$53,147.00 (plus applicable tax), representing an annual investment in the long-term economic vitality of the Tomball downtown district.

Budget Summary at a Glance

Category	Amount
Marketing & Advertising (7 events @ \$2,500 + ad management)	\$22,900.00
Event Production (7 events)	\$14,000.00
Website & Digital Infrastructure	\$9,997.00
Visitor Safety & Transportation (7 events)	\$6,250.00
TOTAL GRANT REQUEST	\$53,147.00

About Downtown Tomball & The Case for Investment

A Community Built on Character, Not Chains

Old Town Tomball is not a shopping mall. It is a living, working downtown district made up almost entirely of locally owned small businesses — boutiques, restaurants, gift shops, service providers, and specialty retailers — each one independently operated by a Tomball

community member. These businesses do not have the marketing budgets, national brand recognition, or built-in foot traffic that large retailers enjoy. They rely on the community showing up, and they rely on organized, coordinated efforts to make that happen.

What makes Old Town Tomball special is exactly what makes it economically vulnerable: its charm, its independence, and its small-town character cannot be manufactured. The historic district offers visitors something that no big-box retailer or regional shopping center can replicate — an authentic, community-rooted experience where every dollar spent stays local and every storefront tells a story. But without consistent investment in marketing, events, and visitor infrastructure, that character alone is not enough to compete for consumer attention in a region saturated with large commercial centers.

A Destination Competing in a Region Full of Options

The greater Houston metropolitan area is one of the most commercially dense regions in the country. Tomball residents and visitors have no shortage of places to shop, eat, and spend their time. Old Town Tomball must actively position itself as a destination worth the trip — and that requires ongoing, strategic investment in the experience it offers.

Visitors who come to downtown Tomball do not visit a single store. They stroll. They discover. They return. When a visitor attends a Shop & Stroll event, they typically visit multiple businesses, dine locally, and often come back on a regular basis after discovering the district for the first time. That multiplier effect is what makes organized downtown programming one of the highest-return economic development tools available to a community like Tomball.

Driving visitors from Houston, Cypress, Spring, The Woodlands, and surrounding communities requires a sustained regional marketing presence — social media advertising, digital campaigns, email outreach, and a professional web experience that communicates the value of the destination before a visitor ever arrives.

Family, Community, and the Events That Drive the Economy

Downtown Tomball's economic engine runs on community events. The Alliance's Shop & Stroll series, Fashion Show, and Purse Bingo are not just fun gatherings — they are proven economic drivers. These events bring hundreds of visitors into the district in a single day, generate direct retail spending, and create the kind of community moments that turn first-time visitors into loyal, returning customers.

Families come downtown for these events. They bring their children, meet their neighbors, discover new businesses, and leave with a deeper connection to the community they live in. That connection is the foundation of a healthy local economy — and it is built one event at a time.

The Fashion Show raised \$16,000 for Tomball ISD Culinary and Business Programs. Purse Bingo supports Ainsley's Angels. These events demonstrate that economic development and community impact are not competing priorities in downtown Tomball — they are one and the same.

Tourism as an Economic Multiplier

Old Town Tomball draws visitors from well beyond city limits. Shoppers from the greater Houston area, day-trippers from surrounding suburbs, and travelers passing through the region all represent economic opportunity for the district's small businesses. Tourism-driven spending is among the highest-value revenue a small retailer can capture — visitors who travel specifically to shop in a destination district tend to spend more per trip and are more likely to purchase across multiple stores.

Capturing and growing that visitor base requires the kind of sustained, professional marketing investment that individual small businesses cannot afford on their own. The Heart of Tomball Alliance exists to provide that infrastructure collectively – but it cannot do so without the support of the EDC.

Programs, Events & Economic Impact

2026 Event Calendar

The Alliance is programming seven events across the grant period, with six events running April through December 2026 and a February 2027 Shop & Stroll extending the grant's impact into the new year. This calendar creates a consistent rhythm of downtown activation and provides small businesses with reliable high-traffic days throughout the year, including what is traditionally a slower retail period in early spring.

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

Community Fundraising & Impact

In addition to driving economic activity, the Alliance's signature events raise funds for local organizations and schools, deepening the connection between downtown Tomball's economic health and the wellbeing of the broader community.

Event	Attendance	Community Impact
Fashion Show	180 attendees	\$16,000 raised for Tomball ISD Culinary & Business Programs
Purse Bingo	150 attendees	Benefiting Ainsley's Angels

Marketing & Advertising Plan

Paid Event Advertising

Each of the Alliance's seven 2026 events will be supported by a dedicated paid advertising campaign targeting regional audiences across Facebook and Instagram. The Alliance has budgeted \$2,500 per event in paid ad spend, reflecting a strong investment in reach and visibility for each activation. This level of spend has proven effective in driving event attendance and introducing new visitors to Old Town Tomball.

Professional Ad Management — Modern Marketing & Media

The Alliance has engaged Modern Marketing & Media to provide professional paid ad campaign management under their Paid Ad Management option at \$450 per month. This engagement includes up to two full ad campaign setups and management per month, multiple ad creatives within each campaign to test performance, ongoing optimization and performance monitoring, strategy adjustments leading up to each event, and performance reporting and recommendations.

This professional management ensures that the Alliance's ad spend is deployed strategically, creative assets are tested for performance, and campaigns are continuously optimized to maximize attendance and reach for every downtown event.

Website Design, Development & Hosting

Modern Marketing & Media has also provided a comprehensive website proposal for the Alliance. The proposed website would serve as the central hub for the organization — supporting event promotion, member business visibility, new member recruitment, and community engagement. Every page is custom-designed, mobile-optimized, and built as a long-term growth asset for the Alliance.

The website includes eight custom-designed pages: Home, About Us, Events, Become a Member, Member Directory, Gallery, Election, and Contact. Key features include a dynamic events calendar powered by Events Calendar Pro, a filterable member directory with individual business profile pages, live social media feed integration, Google Analytics and Search Console setup, email sign-up form, payment processor setup, and full on-site SEO including schema markup and XML sitemap submission.

Website design and development is quoted at a one-time fee of \$7,949, with monthly hosting at \$150 per month (covering hosting, security, core WordPress plugins, and one hour of monthly update requests). Annual plugin costs include Events Calendar Pro at \$149 per year and Smashballoon Social Media Feed at \$99 per year.

Visitor Safety & Transportation Initiative

As event attendance has grown, visitor safety has become an increasingly important operational priority. During Shop & Stroll events, attendees moving between different areas of the downtown district are required to cross a heavily trafficked roadway on foot, creating a genuine safety concern and a friction point that discourages exploration of the full district.

The Alliance is proposing a dedicated circulator shuttle service that would operate continuously throughout each event, transporting visitors between designated stops across Old Town Tomball. This service would eliminate the pedestrian roadway crossing risk, improve the overall visitor experience, and encourage visitors to engage with the full breadth of the downtown district rather than staying in a single area. With five events planned for 2026, this service represents a meaningful and recurring safety investment.

Description	Calculation	Annual Cost
Cost Per Bus (5 hours @ \$125/hr)	$\$125 \times 5$	\$625 per bus
Per Event (2 buses)	$\$625 \times 2$	\$1,250
Annual Total (5 events)	$\$1,250 \times 5$	\$6,250

Complete Grant Budget Summary

The following represents the full scope of funding requested under this grant application. All line items are calculated based on seven events and contribute directly to the economic development of Old Town Tomball through increased visitor traffic, expanded marketing reach, and improved safety.

Budget Category	Notes	Amount
MARKETING & ADVERTISING		
Paid Regional Advertising	$\$2,500 \times 7$ events	\$17,500
Ad Management — Modern Marketing & Media	$\$450/\text{mo} \times 12$ months	\$5,400
Marketing & Advertising Subtotal		\$22,900
EVENT PRODUCTION		
Event Materials	Décor, signage, supplies (7 events)	\$14,000
Event Production Subtotal		\$14,000
WEBSITE & DIGITAL INFRASTRUCTURE		
Website Design & Development — Modern Marketing & Media	One-time fee	\$7,949

Website Hosting — Modern Marketing & Media	\$150/mo × 12 months	\$1,800
Events Calendar Pro Plugin	Annual license	\$149
Smashballoon Social Media Feed Plugin	Annual license	\$99
Website & Digital Subtotal		\$9,997
VISITOR SAFETY & TRANSPORTATION		
Circulator Shuttle Service	\$1,250 per event × 5 events	\$6,250
Safety & Transportation Subtotal		\$6,250
TOTAL GRANT AMOUNT REQUESTED		\$53,147.00

Budget Summary by Category

Category	Annual Investment
Marketing & Advertising (7 events @ \$2,500 + ad management)	\$22,900.00
Event Production (7 events)	\$14,000.00
Website & Digital Infrastructure	\$9,997.00
Visitor Safety & Transportation (7 events)	\$6,250.00
TOTAL GRANT REQUEST	\$53,147.00

Closing Statement

The Heart of Tomball Alliance is committed to the long-term economic vitality of Old Town Tomball. The businesses, visitors, and families that make up this community deserve a downtown district that is vibrant, safe, well-promoted, and built to last. This grant investment makes that possible.

The programs funded through this request do not simply produce events — they produce economic activity, community connection, and a destination identity that benefits every business in the district and every resident who calls Tomball home. With seven events planned across the grant period, the Alliance is making its strongest commitment yet to the growth and sustainability of Old Town Tomball. We are grateful for the Tomball EDC's continued partnership and respectfully request favorable consideration of this application.

Heart of Tomball Alliance | Old Town Tomball, Texas

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

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

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

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

II. Payment

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

III. BREACH AND TERMINATION

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

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

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

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

IV.

Other Terms and Conditions

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

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

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

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

TEDC:

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

Alliance:

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

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

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

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

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

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

4.9. INDEMNIFICATION.

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

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

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

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

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

HEART OF TOMBALL ALLIANCE

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____

TOMBALL ECONOMIC DEVELOPMENT CORPORATION

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____

EXHIBIT A
THE EVENTS

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

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

EXHIBIT B
WEBSITE & DIGITAL INFRASTRUCTURE

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

DRAFT

EXHIBIT C
VISITOR SAFETY AND TRANSPORTATION

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

DRAFT

Regular Tomball EDC Agenda Item Data Sheet

Meeting Date: April 14, 2026

Topic:

Consideration and possible action by Tomball EDC to amend the Debt Service Contribution Agreement with the City of Tomball for the South Wastewater Treatment Plant Expansion.

- Public Hearing

Background:

The Tomball Economic Development Corporation (TEDC) previously approved Resolution No. 2025-15-TEDC, which provided for an annual debt service payment to the City of Tomball in the amount of \$1,000,000 for a period of twenty (20) years. This funding supports the City’s South Wastewater Treatment Plant Expansion Project, a capital improvement project with an estimated total cost exceeding \$70,000,000.

During the FY 2026 budget process, the City of Tomball requested an additional annual contribution of \$500,000 to further support the expansion of the South Wastewater Treatment Plant. This additional funding was incorporated into the approved TEDC budget.

However, upon recent review of TEDC records, it has been determined that the agreement was never formally amended to reflect this additional \$500,000 annual contribution.

This amendment will formally authorize and document the additional annual payment of \$500,000, consistent with the adopted FY 2026 budget.

Origination: David Esquivel, City Manager, City of Tomball

Recommendation: Approval of the proposed amendment to the Debt Service Agreement with the City of Tomball

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: #City Debt Service_ Southside Sewer Plant Expansion (2025)

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

Signed _____ Approved by _____

Staff Member-TEDC Date

Executive Director-TEDC Date



City of Tomball

Item 12.

Lori Klein ~~Quinn~~
Mayor

David Esquivel, PE
City Manager

July 28, 2025

Kelly Violette, Executive Director
Tomball Economic Development Corporation
29201 Quinn Rd, Suite B
Tomball, TX 77375

RE: FY 2025-2026 (FY26) City/TEDC Funding Request Letter

Kelly,

The City of Tomball and Tomball Economic Development Corporation have a long history of cooperation and working together to bring about projects for the betterment of Tomball. Together, we have invested in many projects that have generated a tremendous return for our community, and the City Council and the TEDC Board have continued to seek ways to work together.

To continue our efforts, the City of Tomball is requesting the TEDC consider funding the following new projects in FY 2025-2026:

Project	Amount
Additional contribution to SWWTP debt service (Reoccurring yearly)	\$500,000
Real property acquisition assistance (one-time expenditure)	\$2,300,000
TOTAL	\$2,800,000

In addition to these requests, the City and TEDC have agreed to the continued funding of the following:

Project	Previously Committed	New Request
FM 2920 Utility Relocation (total requested: \$4,000,000 over 3 years)		
-FY 2024-2025 Commitment	\$1,000,000	
-FY 2025-2026 Request		\$1,000,000
FM 2920 Upsizing of Trees	\$1,500,000	
TOTAL	\$2,500,000	\$1,000,000

Pursuant to the existing agreements between the City and TEDC, the TEDC will also be responsible for the following in FY 2025-2026:

Project	Amount
Administrative services fee	\$55,345
Annual Debt Service (previously committed debt service)	\$1,770,635
TOTAL	\$1,825,980

In summary, the total requested new funds for FY26 are \$3,800,000. Please let me know if you need any additional information regarding these projects and the City's funding request.

Best,

A handwritten signature in blue ink that reads "David Esquivel". The signature is fluid and cursive, with the first name being more prominent.

David Esquivel, PE
City Manager

RESOLUTION NO. 2025-15-TEDC

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, AUTHORIZING AND APPROVING THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION'S PROJECT TO EXPEND FUNDS IN ACCORDANCE WITH AN ECONOMIC DEVELOPMENT AGREEMENT BY AND BETWEEN THE CORPORATION AND THE CITY OF TOMBALL, TEXAS TO MAKE DIRECT INCENTIVES TO, OR EXPENDITURES FOR, IMPROVEMENTS TO THE SOUTH WASTEWATER TREATMENT PLANT EXPANSION.

* * * * *

WHEREAS, the Tomball Economic Development Corporation (the "TEDC"), created pursuant to the Development Corporation Act, now Chapter 501 of the Texas Local Government Code, as amended (the "Act"), desires to adopt projects and provide incentives for economic development within the City; and

WHEREAS, the Board of Directors of the TEDC had adopted as a specific project the expenditure of the estimated amount of Twenty Million Dollars (\$20,000,000.00) found by the Board to be required or suitable for improvements to the South Wastewater Treatment Plant Expansion project located in the City of Tomball, Texas; and

WHEREAS, pursuant to the Act, the TEDC may not undertake such project without the approval of Tomball City Council; and

WHEREAS, City Council finds and determines that such project is authorized by Section 505.152 and 505.154 of the Act; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS:

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 City Council hereby authorizes and approves the adoption, by the Board of Directors of the Tomball Economic Development Corporation, as a specific project for the economic development of the City, an expenditure of the estimated amount of Twenty Million Dollars (\$20,000,000.00) to the City of Tomball, in accordance with an economic development agreement by and between the TEDC and The City of Tomball, to make direct incentives to, or expenditures for, improvements to the South Wastewater Treatment Plant Expansion project.

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

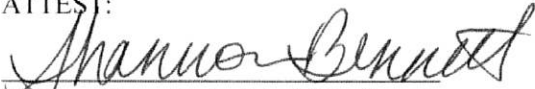
adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Resolution as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional, whether there be one or more parts.

PASSED AND APPROVED on first reading this 7th day of April, 2025.

PASSED, APPROVED, AND RESOLVED on second and final reading this 21st day of April, 2025.


LORI KLEIN QUINN, Mayor

ATTEST:


Shannon Bennett, Assistant City Secretary

AGREEMENT BETWEEN THE CITY OF TOMBALL AND THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION FOR THE CONSTRUCTION OF IMPROVEMENTS AND PAYMENT OBLIGATIONS ISSUED FOR AUTHORIZED TOMBALL ECONOMIC DEVELOPMENT CORPORATION PROJECTS

THE STATE OF TEXAS §
COUNTIES OF HARRIS AND MONTGOMERY §

This Agreement (the "Agreement") is entered into as of the 6th day of May, 2025, by and between the CITY OF TOMBALL, TEXAS, a home-rule municipality (the "City"), and the TOMBALL ECONOMIC DEVELOPMENT CORPORATION, a Type B economic development corporation (the "TEDC"), collectively referred to as the "Parties," pursuant to the provisions of Chapters 501 and 505, Texas Local Government Code, as amended (the "Act").

RECITALS

WHEREAS, at an election held within the City on January 15, 1994, the voters approved a proposition authorizing the levy and collection of a sales and use tax within the City at the rate of one-half of one percent (the "Additional Sales Tax") as authorized by the Act for economic development purposes

WHEREAS, the Corporation was formed pursuant to the Act for the purpose, among others, of financing projects authorized by the Act. Pursuant to the provisions of the Act, the City collects the Additional Sales Tax and pays it to the Corporation.

WHEREAS, the City and TEDC previously entered into agreements related to the funding and construction of certain public improvements, including those outlined in Resolutions 2013-12 and 2016-25; and

WHEREAS, the Parties desire to supersede and consolidate those prior agreements into this Agreement, incorporating the terms and obligations set forth therein while also establishing new terms for the TEDC's participation in funding improvements to the South Wastewater Treatment Plant expansion; and

WHEREAS, the TEDC recognizes that the improvements to the City's wastewater infrastructure will promote economic development by supporting current and future business and commercial growth in the City; and

WHEREAS, pursuant to the Act, the TEDC Board of Directors has determined the City's South Wastewater Treatment Plant Expansion Project is an authorized project of the TEDC under the Act that will promote or develop new or expanded business enterprises that create or retain primary jobs; and

WHEREAS, the TEDC has agreed to provide annual payments to the City to assist in funding the construction of the expansion of the South Wastewater Treatment Plant; and

WHEREAS, the TEDC hereby finds that this Agreement is for the benefit of the Corporation and that all payments made hereunder are for authorized project costs under the Act.

WHEREAS, the City and the Corporation hereby find, determine, and declare that the respective meetings of the City Council of the City and the Board of Directors of the Corporation at which this Agreement was approved were open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Agreement, was given, all as required by the applicable provisions of Chapter 551, Texas Government Code, as amended.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, the City and TEDC agree as follows:

SECTION 1: PRIOR AGREEMENTS

- A. All terms, conditions, and obligations set forth in prior agreements as adopted by Resolution 2013-12 (**EXHIBIT A**) AND 2016-15 (**EXHIBIT B**) are incorporated into this Agreement unless expressly modified herein.
- B. In the event of a conflict between this Agreement and those prior agreements adopted by Resolutions 2013-12 and 2016-15, this Agreement supersedes the prior agreements.

SECTION 2: TEDC ANNUAL PAYMENT TO THE CITY

- A. TEDC agrees to contribute an annual payment to the City as outlined in the TEDC Payment Schedule (**EXHIBIT C**). The TEDC Payment Schedule includes payments previously agreed to in Resolutions 2013-12 and 2016-25, and an additional payment for the South Wastewater Treatment Plant Expansion.
- B. TEDC agrees to make the annual payments no later than September 30 of each year a payment is due beginning with the payment due in 2025 in accordance with the TEDC Payment Schedule.

SECTION 3: RESPONSIBILITIES OF THE CITY

- A. The City shall oversee the design, permitting, and construction of the South Wastewater Treatment Plant expansion.
- B. The City shall provide TEDC with periodic reports on the progress of the project, including financial statements detailing the application of funds provided by TEDC.
- C. The City shall ensure that all improvements funded under this Agreement comply with applicable laws and regulations.

SECTION 4: RESPONSIBILITIES OF THE TEDC

- A. The TEDC shall provide the payments specified in Section 2 in accordance with the terms of this Agreement.
- B. TEDC shall have the right to request financial and project progress reports from the City to ensure that funds are being used in accordance with the intended purpose.

SECTION 5: TERM AND TERMINATION

- A. This Agreement shall remain in effect until all obligations under Section 2 have been fulfilled unless earlier terminated by mutual written agreement of the Parties.
- B. In the event of a material breach of this Agreement by either Party, the non-breaching Party shall provide written notice to the breaching Party specifying the nature of the breach. The breaching Party shall have thirty (30) days to cure the breach. If the breach is not cured within such time, the non-breaching Party may terminate this Agreement upon written notice.

SECTION 6: GENERAL PROVISIONS

- A. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- B. **Severability:** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.
- C. **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties and supersedes any prior agreements or understandings, whether written or oral, relating to its subject matter.
- D. **Amendments:** This Agreement may not be amended except by a written instrument executed by both Parties.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF TOMBALL, TEXAS


Lori Klein Quinn, Mayor

ATTEST:


City Secretary

TOMBALL ECONOMIC DEVELOPMENT CORPORATION


President, Board of Directors

ATTEST:


Secretary, Board of Directors

EXHIBIT A

RESOLUTION NO. 2013-12

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOMBALL,
TEXAS APPROVING AN AGREEMENT REGARDING THE
CONSTRUCTION OF IMPROVEMENTS BETWEEN THE CITY OF
TOMBALL, TEXAS AND THE TOMBALL ECONOMIC
DEVELOPMENT CORPORATION**

**THE STATE OF TEXAS §
COUNTIES OF HARRIS AND MONTGOMERY §
CITY OF TOMBALL §**

WHEREAS, the City of Tomball, Texas (the “City”) and the Tomball Economic Development Corporation (the “Corporation”) wish to proceed with the following: the construction and equipment of streets and traffic signals, the construction of storm sewer and drainage improvements, including improvements to the M-118 drainage channel and detention pond, and the construction of improvements to the City’s water, sewer, and gas utility facilities, all of which infrastructure improvement projects will serve the Tomball Business and Technology Park (collectively, the “Project”); and

WHEREAS, the City and Corporation have determined that the most economical means of financing the costs of the Project is for the City to issue its Certificates of Obligation (the “Certificates”) and for the Corporation to make the principal and interest payments on the Certificates associated with the Project;

WHEREAS, the City and the Corporation wish to enter into an agreement to set forth the terms and conditions for the City’s issuance of the Certificates and the Corporation’s payments of principal and interest on the Certificates; Now Therefore,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TOMBALL,
TEXAS:**

Section 1: The City Council hereby approves the Agreement Regarding the Construction of Improvements between the City and the Corporation in substantially the form attached hereto as Exhibit A (the “Agreement”), with such changes as may be approved by the City Manager, and authorizes the Mayor to execute and the City Secretary to attest such Agreement.


Section 2: This resolution shall take effect immediately from and after its passage by the City Council of the City.

[Execution Page to Follow]

PASSED, APPROVED AND EFFECTIVE on the 18th day of February, 2013.



City Secretary
City of Tomball, Texas



Mayor
City of Tomball, Texas

[SEAL]

Exhibit A

**AGREEMENT REGARDING THE
CONSTRUCTION OF IMPROVEMENTS**

**THE STATE OF TEXAS §
COUNTIES OF HARRIS AND MONTGOMERY §**

This Agreement Regarding the Construction of Improvements (the "Agreement") is entered into as of the 18th day of February, 2013, between the CITY OF TOMBALL, TEXAS, a home rule municipality situated in Harris and Montgomery Counties, Texas (the "City") and the TOMBALL ECONOMIC DEVELOPMENT CORPORATION, a non-profit economic development corporation (the "Corporation") created and operating as a Type B corporation pursuant to the provisions of Chapters 501 and 505, Texas Local Government Code, as amended (formerly Article 5190.6, Vernon's Texas Revised Civil Statutes) (the "Act").

RECITALS

At an election held within the City on January 15, 1994, the voters approved a proposition authorizing the levy and collection of a sales and use tax within the City at the rate of one-half of one percent (the "Additional Sales Tax") as authorized by the Act for economic development purposes.

The Corporation was formed pursuant to the Act for the purpose, among others, of financing projects authorized by the Act. Pursuant to the provisions of the Act, the City collects the Additional Sales Tax and pays it to the Corporation.

The City is a home rule municipality with a population of less than 20,000.

Having complied with the legal prerequisites for undertaking the following project under the Act, the City and the Corporation now wish to proceed with: the construction and equipment of streets and traffic signals, the construction of storm sewer and drainage improvements, including improvements to the M-118 drainage channel and detention pond, and the construction of improvements to the City's water, sewer, and gas utility facilities, all of which infrastructure improvement projects will serve the Tomball Business and Technology Park (collectively, the "Project").

The Corporation hereby finds, determines and declares that the Project is an authorized project of the Corporation under the Act that is for the creation or retention of primary jobs and required or suitable for the development, retention and expansion of manufacturing facilities, recycling facilities, distribution centers, small warehouse, regional and corporate headquarters facilities, and primary training facilities for use by institutions of higher education, and that the expenditures on the Project are required or suitable for infrastructure necessary to promote new or expanded business enterprises.

The City and the Corporation have determined that the most economical means of financing the costs of the Project is for the City to issue its Certificates of Obligation, Series 2013 (the "Certificates") in the aggregate principal amount of approximately \$8,500,000 for the

purpose of the Project, and with the agreement of the Corporation to make payments to the City from the Additional Sales Tax in amounts sufficient to pay the debt service on the Certificates as and when it becomes due, all as more specifically detailed in the schedule described in Section 1.04(b) of this Agreement.

The Corporation hereby finds that this Agreement is for the benefit of the Corporation and that all payments made hereunder are for authorized project costs under the Act.

The City and the Corporation hereby find, determine, and declare that the respective meetings of the City Council of the City and the Board of Directors of the Corporation at which this Agreement was approved were open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Agreement, was given, all as required by the applicable provisions of Chapter 551, Texas Government Code, as amended.

AGREEMENT

For and in consideration of the respective promises and mutual covenants and benefits hereinafter set forth, the City and the Corporation agree as follows:

ARTICLE I

THE PROJECTS

Section 1.01 Definitions, Declarations, Findings and Determinations. The definitions, declarations, determinations and findings contained in the recitals to this Agreement are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.02 Construction of the Project.

(a) The Corporation in consultation with the City agrees to prepare or cause to be prepared all plans and specifications required for the construction of the Projects, which costs shall be payable from funds to be paid by the Corporation. Copies of all such plans and specifications shall be provided to the City for review and approval prior to the commencement of the procurement process.

(b) The City agrees to contract with all individuals or entities necessary to complete the Projects in accordance with the plans, specifications and other construction documents. The Corporation and the City will jointly provide all construction and contract management services in connection with the construction of the Project. The public infrastructure improvements being financed with the Certificates will be owned by the City.

(c) To the extent allowed by law, drainage impact fees will be waived for the entire 120.8081 acre Tomball Business and Technology Park site as depicted on the Final Plat of Tomball Business and Technology Park.

(d) The costs of constructing the Project shall be payable from Certificate proceeds or other funds to be paid by the Corporation. The Corporation shall be responsible for and pay any

and all costs associated with the Project in excess of the Certificate proceeds allocated to the Project.

Section 1.03 Issuance of the Certificates. Subject to applicable legal restrictions, the City agrees to issue and sell the Certificates and to use the applicable portion of the proceeds from the sale of the Certificates to pay the costs of the Project and the costs of issuing the Certificates.

Section 1.04 Use of Additional Sales Tax. (a) The Corporation agrees to use the Additional Sales Tax, and any interest earned thereon, to make payments to the City in amounts sufficient to pay the principal of and interest on the Certificates and any bonds issued to refund the Certificates when due. Unless it receives the prior written consent of the City, the Corporation shall make such payments to the City prior to using the Additional Sales Tax, and any interest earned thereon, for any other lawful purposes of the Corporation.

(b) The City will provide the Corporation with a schedule of the principal and interest payments due on the Certificates issued for the Project upon the pricing of the Certificates. The Corporation agrees to pay to the City amounts sufficient to make each such principal and interest payment at least fifteen (15) days before such payment is due. Upon delivery of such schedule to the Corporation, which receipt shall be acknowledged by the Corporation, the schedule shall be considered incorporated into this Agreement. Upon the issuance of any bonds refunding the Certificates, the City will provide the Corporation with a revised schedule of principal and interest payments.

(c) The Corporation agrees that it will maintain an unencumbered fund balance of not less than \$2,000,000 at all times during the term of this Agreement.

(d) The Corporation agrees that during the term of this Agreement it will not borrow any money, issue any bonds or notes without the written approval of the City.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.01 Representations and Warranties of the City. (a) The City hereby confirms the earlier levy by the City of the Additional Sales Tax, and hereby warrants and represents that the City has duly and lawfully ordered the imposition and collection of the Additional Sales Tax upon all sales, uses and transactions as are permitted by and described in the Act throughout the boundaries of the City as such boundaries existed on the date of said election and as they may be expanded from time to time pursuant to applicable law.

(b) The City agrees to take and pursue all action permissible under applicable law to cause the Additional Sales Tax to be collected and remitted and deposited with the Corporation as required by the Act, at the earliest and most frequent times permitted by applicable law.

(c) The City agrees to do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the City under this Agreement.

Section 2.02 Representations and Warranties of the Corporation. (a) The Corporation represents and warrants that it is and will be authorized by applicable law and by its articles of incorporation and bylaws to enter into this Agreement and make the payments to the City in the manner and to the extent provided in this Agreement.

(b) The Corporation represents and warrants that the Project is an authorized project of the Corporation under the Act, and that the Corporation has taken all action and obtained all approvals required by law and the Corporation's bylaws in order to proceed with this Project and to undertake its obligations under this Agreement.

(c) The Corporation agrees to do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the Corporation under this Agreement.

(d) The Corporation represents and warrants that this Agreement constitutes a valid, legal and binding obligation of the Corporation enforceable in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws and principles of equity relating to or affecting creditors' rights, and that the execution and delivery of this Agreement will not conflict with or constitute a material breach of or a default under any agreement or instrument to which the Corporation is a party.

ARTICLE III

MISCELLANEOUS PROVISIONS

Section 3.01 Term. This Agreement shall be in force and effect from the date of execution hereof until the date on which the Certificates or bonds issued to refund the Certificates are paid in full.

Section 3.02 Amendments and Supplements. This Agreement may be amended, supplemented or extended by mutual agreement of the parties hereto.

Section 3.03 Merger. This Agreement embodies the entire understanding between the parties hereto and there are no prior effective representations, warranties, or agreements between the parties hereto.

Section 3.04 Multiple Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original instrument and each will have the force and effect of an original and all of which together constitute, and will be deemed to constitute, one and the same instrument.

Section 3.05 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

Section 3.06 Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application hereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any

reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances shall not be affected thereby.

[Execution Page Follows]

Exhibit A

EXECUTED in multiple counterparts as of the date first written above.

CITY OF TOMBALL, TEXAS

By: 
Mayor

ATTEST:

By: 
City Secretary

TOMBALL ECONOMIC
DEVELOPMENT CORPORATION

By: 
Vice President

ATTEST:

By: 
Secretary

Exhibit A

SCHEDULE I

DEBT SERVICE SCHEDULE FOR THE CERTIFICATES

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS §
COUNTIES OF HARRIS AND MONTGOMERY §
CITY OF TOMBALL §

I, the undersigned officer of the City Council of City of Tomball, Texas, hereby certify as follows:

1. The City Council of City of Tomball, Texas convened in a special meeting on the 18th day of February, 2013, at the regular meeting place thereof within said City, and the roll was called of the duly constituted officers and members of said City Council, to wit:

- | | |
|----------------------|--|
| Gretchen Fagan | Mayor |
| F.S. "Field" Hudgens | Council Member, Position #1 |
| Mark Stoll | Council Member, Position #2 |
| Rick Brown | Council Member, Position #3, Mayor Pro-Tem |
| Derek Townsend Sr. | Council Member, Position #4 |
| Preston L. Dodson | Council Member, Position #5 |

and all of said persons were present, except the following absentee(s): None, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

RESOLUTION NO. 2013-12

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS APPROVING AN AGREEMENT REGARDING THE CONSTRUCTION OF IMPROVEMENTS BETWEEN THE CITY OF TOMBALL, TEXAS AND THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION

was duly introduced for the consideration of said City Council and read in full. It was then duly moved and seconded that said resolution be adopted; and, after due discussion, said motion, carrying with it the adoption of said resolution, prevailed and carried by the following vote:

AYES: 5

NOES: 0

ABSTENTIONS: 0

2. A true, full and correct copy of the aforesaid resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that said resolution has been duly recorded in said City Council's minutes of said meeting; that the above and foregoing paragraph is a true, full and correct excerpt from said City Council's minutes of said meeting pertaining to the adoption of said resolution; that the persons named in

the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said City Council as indicated therein; that each of the officers and members of said City Council was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and purpose of the aforesaid meeting, and that said resolution would be introduced and considered for adoption at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; that said meeting was open to the public as required by law; and that public notice of the date, hour, place and subject of said meeting was given as required by the Texas Open Meetings Act.

SIGNED AND SEALED the 18th day of February, 2013.



City Secretary
City of Tomball, Texas

[SEAL]

EXHIBIT B

RESOLUTION NO. 2016-25

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
TOMBALL, TEXAS APPROVING AN AGREEMENT REGARDING THE
CONSTRUCTION OF IMPROVEMENTS BETWEEN THE CITY OF
TOMBALL, TEXAS AND THE TOMBALL ECONOMIC
DEVELOPMENT CORPORATION**

**THE STATE OF TEXAS §
COUNTIES OF HARRIS AND MONTGOMERY §
CITY OF TOMBALL §**

WHEREAS, the City of Tomball, Texas (the "City") and the Tomball Economic Development Corporation (the "Corporation") wish to proceed with the following: the acquisition of land for and the construction and equipment of an extension of Persimmon Street and Medical Complex Drive, including related storm sewer, drainage and water, sewer and gas utility improvements (collectively, the "Project"); and

WHEREAS, the City and Corporation have determined that the most economical means of financing the costs of the Project is for the City to issue its Certificates of Obligation (the "Certificates"), with the agreement of the Corporation to make payments to the City in amounts sufficient to pay \$4,000,000 in principal amount of the Certificates allocated to the Corporation's portion of the Project; and

WHEREAS, the City and the Corporation wish to enter into an agreement to set forth the terms and conditions for the City's issuance of the Certificates and the Corporation's payment of \$4,000,000 in principal amount of the Certificates; **Now Therefore,**


BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS:

Section 1: The City Council hereby approves the Agreement Regarding the Construction of Improvements between the City and the Corporation in substantially the form attached hereto as Exhibit A (the "Agreement"), with such changes as may be approved by the City Manager, and authorizes the Mayor to execute and the City Secretary to attest such Agreement.

Section 2: This resolution shall take effect immediately from and after its passage by the City Council of the City.

[Execution Page to Follow]

PASSED, APPROVED AND EFFECTIVE on the 21st day of November, 2016.



City Secretary
City of Tomball, Texas



Mayor
City of Tomball, Texas

[SEAL]

**AGREEMENT REGARDING THE
CONSTRUCTION OF IMPROVEMENTS**

THE STATE OF TEXAS §
COUNTIES OF HARRIS AND MONTGOMERY §

This Agreement Regarding the Construction of Improvements (the "Agreement") is entered into as of the 21st day of November, 2016, between the CITY OF TOMBALL, TEXAS, a home rule municipality situated in Harris and Montgomery Counties, Texas (the "City") and the TOMBALL ECONOMIC DEVELOPMENT CORPORATION, a non-profit economic development corporation (the "Corporation") created and operating as a Type B corporation pursuant to the provisions of Chapters 501 and 505, Texas Local Government Code, as amended (formerly Article 5190.6, Vernon's Texas Revised Civil Statutes) (the "Act").

RECITALS

At an election held within the City on January 15, 1994, the voters approved a proposition authorizing the levy and collection of a sales and use tax within the City at the rate of one-half of one percent (the "Additional Sales Tax") as authorized by the Act for economic development purposes.

The Corporation was formed pursuant to the Act for the purpose, among others, of financing projects authorized by the Act. Pursuant to the provisions of the Act, the City collects the Additional Sales Tax and pays it to the Corporation.

The City is a home rule municipality with a population of less than 20,000.

In accordance with the Act, the City and the Corporation now wish to proceed with the acquisition of land for and the construction and equipment of an extension of Persimmon Street and Medical Complex Drive, including related storm sewer, drainage and water, sewer and gas utility improvements (collectively, the "Project").

The Corporation hereby finds, determines and declares that the Project is an authorized project of the Corporation under the Act that will promote or develop new or expanded business enterprises that create or retain primary jobs.

The City and the Corporation have determined that the most economical means of financing the costs of the Project is for the City to issue its Tax and Revenue Certificates of Obligation, Series 2016 (the "Certificates"), with the agreement of the Corporation to make payments to the City from the Additional Sales Tax in amounts sufficient to pay the \$4,000,000 in principal amount of the Certificates allocated to the EDC's portion of the Project as and when it becomes due, all as more specifically detailed in the schedule described in Section 1.04(b) of this Agreement.

The Corporation hereby finds that this Agreement is for the benefit of the Corporation and that all payments made hereunder are for authorized project costs under the Act.

The City and the Corporation hereby find, determine, and declare that the respective meetings of the City Council of the City and the Board of Directors of the Corporation at which this Agreement was approved were open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Agreement, was given, all as required by the applicable provisions of Chapter 551, Texas Government Code, as amended.

AGREEMENT

For and in consideration of the respective promises and mutual covenants and benefits hereinafter set forth, the City and the Corporation agree as follows:

ARTICLE I

THE PROJECTS

Section 1.01 Definitions, Declarations, Findings and Determinations. The definitions, declarations, determinations and findings contained in the recitals to this Agreement are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.02 Construction of the Project.

- (a) The City agrees to prepare or cause to be prepared all plans and specifications required for the construction of the Project.
- (b) The City agrees to contract with all individuals or entities necessary to complete the Project in accordance with the plans, specifications and other construction documents. The City will provide all construction and contract management services in connection with the construction of the Project. The public infrastructure improvements being financed with the Certificates will be owned by the City.

(c) The costs of constructing the Project shall be payable from Certificate proceeds or other funds to be paid by the Corporation.

Section 1.03 Issuance of the Certificates. Subject to applicable legal restrictions, the City agrees to issue and sell the Certificates and to use the applicable portion of the proceeds from the sale of the Certificates to pay the costs of the Project and the costs of issuing the Certificates.

Section 1.04 Use of Additional Sales Tax. (a) The Corporation agrees to use the Additional Sales Tax, and any interest earned thereon, to make payments to the City in amounts equal to the principal amount of the portion of the Certificates issued for the Project and any bonds issued to refund such portion of the Certificates when due as provided in Schedule I of this Agreement, which is incorporated herein for all purposes. Unless it receives the prior written consent of the City, the Corporation shall make such payments to the City prior to using the Additional Sales Tax, and any interest earned thereon, for any other lawful purposes of the Corporation.

(b) The Corporation agrees to pay to the City amounts sufficient to make each Project payment described in Schedule I at least fifteen (15) days before each principal payment on the Certificates or any bonds issued to refund the Certificates is due.

(c) The Corporation agrees that it will maintain an unencumbered fund balance of not less than \$2,000,000 at all times during the term of this Agreement.

(d) The Corporation agrees that during the term of this Agreement it will not borrow any money, issue any bonds or notes without the written approval of the City.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.01 Representations and Warranties of the City. (a) The City hereby confirms the earlier levy by the City of the Additional Sales Tax, and hereby warrants and represents that the City has duly and lawfully ordered the imposition and collection of the Additional Sales Tax upon all sales, uses and transactions as are permitted by and described in the Act throughout the boundaries of the City as such boundaries existed on the date of said election and as they may be expanded from time to time pursuant to applicable law.

(b) The City agrees to take and pursue all action permissible under applicable law to cause the Additional Sales Tax to be collected and remitted and deposited with the Corporation as required by the Act, at the earliest and most frequent times permitted by applicable law.

(c) The City agrees to do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the City under this Agreement.

Section 2.02 Representations and Warranties of the Corporation. (a) The Corporation represents and warrants that it is and will be authorized by applicable law and by its articles of incorporation and bylaws to enter into this Agreement and make the payments to the City in the manner and to the extent provided in this Agreement.

(b) The Corporation represents and warrants that the Project is an authorized project of the Corporation under the Act, and that the Corporation has taken all action and obtained all approvals required by law and the Corporation's bylaws in order to proceed with this Project and to undertake its obligations under this Agreement.

(c) The Corporation agrees to do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the Corporation under this Agreement.

(d) The Corporation represents and warrants that this Agreement constitutes a valid, legal and binding obligation of the Corporation enforceable in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws and principles of equity relating to or affecting creditors' rights, and that the execution and delivery of this Agreement will not conflict with or constitute a material breach of or a default under any agreement or instrument to which the Corporation is a party.

ARTICLE III

MISCELLANEOUS PROVISIONS

Section 3.01 Term. This Agreement shall be in force and effect from December 20, 2016 until the date on which the Certificates or bonds issued to refund the Certificates are paid in full.

Section 3.02 Amendments and Supplements. This Agreement may be amended, supplemented or extended by mutual agreement of the parties hereto.

Section 3.03 Merger. This Agreement embodies the entire understanding between the parties hereto and there are no prior effective representations, warranties, or agreements between the parties hereto.

Section 3.04 Multiple Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original instrument and each will have the force and effect of an original and all of which together constitute, and will be deemed to constitute, one and the same instrument.

Section 3.05 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

Section 3.06 Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application hereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances shall not be affected thereby.

[Execution Page Follows]

EXECUTED in multiple counterparts as of the date first written above.

CITY OF TOMBALL, TEXAS

By: 
Mayor

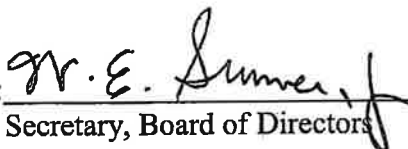
ATTEST:

By: 
City Secretary

TOMBALL ECONOMIC
DEVELOPMENT CORPORATION

By: 
Vice President, Board of Directors

ATTEST:

By: 
Secretary, Board of Directors

SCHEDULE I

Project Payment Schedule

Principal Maturity Date (February 15)	Project Payments
2020	\$ 222,222
2021	222,222
2022	222,222
2023	222,222
2024	222,222
2025	222,222
2026	222,222
2027	222,222
2028	222,222
2029	222,222
2030	222,222
2031	222,222
2032	222,222
2033	222,222
2034	222,222
2035	222,222
2036	222,222
2037	222,226
Total	\$ 4,000,000

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS §
COUNTIES OF HARRIS AND MONTGOMERY §
CITY OF TOMBALL §

I, the undersigned officer of the City Council of City of Tomball, Texas, hereby certify as follows:

1. The City Council of City of Tomball, Texas convened in a regular meeting on the 21st day of November, 2016, at the regular meeting place thereof within said City, and the roll was called of the duly constituted officers and members of said City Council, to wit:

- | | |
|----------------------|--|
| Gretchen Fagan | Mayor |
| F.S. "Field" Hudgens | Council Member, Position #1 |
| Mark Stoll | Council Member, Position #2 |
| Chad Degges | Council Member, Position #3 |
| Derek Townsend Sr. | Council Member, Position #4 |
| Lori Klein Quinn | Council Member, Position #5, Mayor Pro Tem |

and all of said persons were present, except the following absentee(s): None, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

RESOLUTION NO. 2016-25

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS APPROVING AN AGREEMENT REGARDING THE CONSTRUCTION OF IMPROVEMENTS BETWEEN THE CITY OF TOMBALL, TEXAS AND THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION

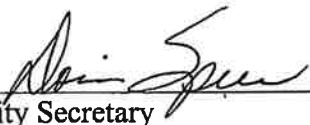
was duly introduced for the consideration of said City Council and read in full. It was then duly moved and seconded that said resolution be adopted; and, after due discussion, said motion, carrying with it the adoption of said resolution, prevailed and carried by the following vote:

AYES: 5
NOES: 0
ABSTENTIONS: 0

2. A true, full and correct copy of the aforesaid resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that said resolution has been duly recorded in said City Council's minutes of said meeting; that the above and foregoing paragraph is a true, full and correct excerpt from said City Council's minutes of said meeting pertaining to the adoption of said resolution; that the persons named in

the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said City Council as indicated therein; that each of the officers and members of said City Council was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and purpose of the aforesaid meeting, and that said resolution would be introduced and considered for adoption at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; that said meeting was open to the public as required by law; and that public notice of the date, hour, place and subject of said meeting was given as required by the Texas Open Meetings Act.

SIGNED AND SEALED the 21st day of November, 2016.



City Secretary
City of Tomball, Texas

[SEAL]

EXHIBIT C
TEDC DEBT SERVICE PAYMENT SCHEDULE

YEAR	PAYMENTS OBLIGATED IN RES. 2013-12 SERIES 2013 BUSINESS PARK INFRASTRUCTURE	PAYMENTS OBLIGATED IN RES. 2016-25 SERIES 2016 MEDICAL COMPLEX DRIVE SECTION 4B & PERSIMMON ST.	SOUTH WASTEWATER TREATMENT PLANT EXPANSION	ANNUAL PAYMENT
2025	\$547,312.50	\$222,222.00	\$1,000,000.00	\$1,769,534.50
2026	\$548,412.50	\$222,222.00	\$1,000,000.00	\$1,770,634.50
2027	\$548,737.50	\$222,222.00	\$1,000,000.00	\$1,770,959.50
2028	\$548,275.00	\$222,222.00	\$1,000,000.00	\$1,770,497.00
2029	\$551,925.00	\$222,222.00	\$1,000,000.00	\$1,774,147.00
2030	\$549,056.25	\$222,222.00	\$1,000,000.00	\$1,771,278.25
2031	\$549,600.00	\$222,222.00	\$1,000,000.00	\$1,771,822.00
2032	\$549,075.00	\$222,222.00	\$1,000,000.00	\$1,771,297.00
2033	\$548,100.00	\$222,222.00	\$1,000,000.00	\$1,770,322.00
2034		\$222,222.00	\$1,000,000.00	\$1,222,222.00
2035		\$222,222.00	\$1,000,000.00	\$1,222,222.00
2036		\$222,222.00	\$1,000,000.00	\$1,222,222.00
2037		\$222,226.00	\$1,000,000.00	\$1,222,226.00
2038			\$1,000,000.00	\$1,000,000.00
2039			\$1,000,000.00	\$1,000,000.00
2040			\$1,000,000.00	\$1,000,000.00
2041			\$1,000,000.00	\$1,000,000.00
2042			\$1,000,000.00	\$1,000,000.00
2043			\$1,000,000.00	\$1,000,000.00
2044			\$1,000,000.00	\$1,000,000.00

FIRST AMENDMENT TO AGREEMENT BETWEEN THE CITY OF TOMBALL AND THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION FOR THE CONSTRUCTION OF IMPROVEMENTS AND PAYMENT OF OBLIGATIONS ISSUED FOR IMPROVEMENTS TO THE SOUTH WASTEWATER TREATMENT PLANT

THE STATE OF TEXAS §
COUNTIES OF HARRIS AND MONTGOMERY §

This First Amendment to the Agreement by and between the CITY OF TOMBALL, TEXAS (the “City”) and the TOMBALL ECONOMIC DEVELOPMENT CORPORATION (the “TEDC”) (collectively the “Parties,” and each individually a “Party”) is entered into as of the ____ day of _____, 2026, pursuant to the provisions of the Development Corporations Act, codified in Chapters 501 through 505 of the Texas Local Government Code (the “Act”).

RECITALS

WHEREAS, the City and the TEDC previously entered into agreements related to the funding and construction of certain public improvements, including those outlined in City Resolutions 2013-12, 2016-25, 2025-15-TEDC and which were included in the Agreement between the City and the TEDC, effective May 6, 2025 (the “Original Agreement”) to provide funding for infrastructure and improvements, including the South Wastewater Treatment Plant Expansion Project (the “Project”); and

WHEREAS, the Project constitutes a qualified project under the Act and has been previously approved by the City and TEDC after the appropriate notice and hearings were held; and

WHEREAS, the expected cost of constructing the Project has exceeded initial estimates and requires additional investment from the Parties to be successfully completed; and

WHEREAS, the Parties desire to formalize this First Amendment to the Agreement to facilitate the TEDC’s payment of increased costs in order to achieve the objectives of the Project.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, the City and the TEDC agree as follows:

Section 1. Premises Incorporated. All the premises of this First Amendment contained in the Recitals above are hereby incorporated into this First Amendment.

Section 2. Exhibit C Amended. Exhibit C of the Original Agreement is hereby amended and replaced in its entirety by the **Exhibit C TEDC Debt Service Payment Schedule (First Amendment)**, which is attached hereto and incorporated herein.

Section 3. Entire Agreement and Conflict. This First Amendment, along with the Original Agreement, contains the entire agreement of the parties with respect to the matters contained herein and may not be modified, amended, or terminated except upon the provisions hereof or by the mutual written agreement of the Parties. In the event of conflict between this First Amendment and the Original Agreement, this First Amendment shall control.

Section 4. Consideration. This First Amendment is executed by the parties hereto without coercion or duress, and for substantial consideration, the sufficiency of which is hereby acknowledged.

Section 5. Counterparts. This First Amendment may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A facsimile or other electronic signature will also be deemed to constitute an original if properly executed.

Section 6. Savings/Severability. In case any one or more of the provisions contained in this First Amendment shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this First Amendment shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Section 7. Authority to Execute. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

(signature page to follow)

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF TOMBALL, TEXAS

David Esquivel, City Manager

ATTEST:

City Secretary

TOMBALL ECONOMIC
DEVELOPMENT CORPORATION

President, Board of Directors

ATTEST:

Secretary, Board of Directors

EXHIBIT C
TEDC DEBT SERVICE PAYMENT SCHEDULE (FIRST AMENDMENT)

YEAR	PAYMENTS OBLIGATED IN RES. 2013-12 SERIES 2013 BUSINESS PARK INFRASTRUCTURE	PAYMENTS OBLIGATED IN RES. 2016-25 SERIES 2016 MEDICAL COMPLEX DRIVE SECTION 4B & PERSIMMON ST.	SOUTH WASTEWATER TREATMENT PLANT EXPANSION	ANNUAL PAYMENT
2025	\$547,312.50	\$222,222.00	\$1,000,000	\$1,769,534.50
2026	\$548,412.50	\$222,222.00	\$1,500,000	\$2,270,634.50
2027	\$548,737.50	\$222,222.00	\$1,500,000	\$2,270,959.50
2028	\$548,275.00	\$222,222.00	\$1,500,000	\$2,270,497.00
2029	\$551,925.00	\$222,222.00	\$1,500,000	\$2,274,147.00
2030	\$549,056.25	\$222,222.00	\$1,500,000	\$2,271,278.25
2031	\$549,600.00	\$222,222.00	\$1,500,000	\$2,271,822
2032	\$549,075.00	\$222,222.00	\$1,500,000	\$2,271,297
2033	\$548,100.00	\$222,222.00	\$1,500,000	\$2,270,322
2034		\$222,222.00	\$1,500,000	\$1,722,222
2035		\$222,222.00	\$1,500,000	\$1,722,222
2036		\$222,222.00	\$1,500,000	\$1,722,222
2037		\$222,226.00	\$1,500,000	\$1,722,226
2038			\$1,500,000	\$1,500,000
2039			\$1,500,000	\$1,500,000
2040			\$1,500,000	\$1,500,000
2041			\$1,500,000	\$1,500,000
2042			\$1,500,000	\$1,500,000
2043			\$1,500,000	\$1,500,000
2044			\$1,500,000	\$1,500,000

Regular Tomball EDC

Agenda Item

Data Sheet

Meeting Date: April 14, 2026

Topic:

Discussion and possible action by Tomball EDC regarding the Summer Youth Employment Program.

Background:

As discussed at the last Board meeting, the Summer Youth Employment Program (SYEP) continues to experience strong growth in participation from the local business community. For the 2026 program year, a total of 46 businesses have requested participation, representing approximately 89 internship opportunities across a wide range of industries.

Based on employer requests, the maximum potential funding exposure for SYEP is approximately \$302,400. Through initial adjustments to requested allocations, staff has reduced the projected funding amount to approximately \$258,300. A detailed summary of participating businesses, requested amounts, and adjusted funding levels is included in the attached spreadsheet.

These adjustments were made by applying a consistent funding approach across participating employers. In general, requests for multiple interns were scaled to a standard funding level, with most employers capped at approximately \$8,400. This allows businesses to determine the mix of full-time and part-time interns within that allocation (e.g., two full-time interns or a combination of full-time and part-time positions).

The approved SYEP budget for FY2026 is \$250,000, resulting in a current projected shortfall of approximately \$8,300.

SYEP is a fluid program, and final expenditures are typically lower than initial projections due to several factors:

- Employers may request multiple interns but ultimately hire fewer candidates
- Some applicants may not meet employer expectations
- Participating businesses may withdraw or reduce participation prior to placement
- Student availability and scheduling can impact final grant payout
- Two participating businesses have withdrawn from the program due to internal factors unrelated to SYEP

Historically, these factors result in a reduction from initial maximum funding projections.

Staff met with the Tomball Regional Health Foundation to explore potential partnership opportunities, particularly related to healthcare placements. While the Foundation expressed interest in the program's goals, legal counsel advised that they are unable to provide funding for internship wages placed with for-profit employers. The Foundation indicated they would be more comfortable funding health-related nonprofit organizations directly.

To address the current projected shortfall, the Board may consider the following options:

Option 1 – Budget Reallocation

Reallocate additional funding from available TEDC resources (such as Project Grants) to fully support the adjusted SYEP funding level of approximately \$258,300.

Considerations:

- Maintains current employer participation levels
- Supports continued program growth and workforce development impact
- Reduces the need for additional employer funding adjustments
- Does **not** require a budget amendment, as funding would be reallocated within existing approved budget categories

Option 2 – Further Reduce Employer Allocations

Implement additional reductions to employer funding allocations to align total program cost with the approved \$250,000 budget.

Considerations:

- Ensures adherence to the approved budget
- May reduce the number of internship opportunities available
- Could impact employer participation or satisfaction

Healthcare is a key target industry identified in TEDC’s Targeted Industry Analysis, making these internship opportunities especially valuable in supporting long-term workforce development and economic competitiveness.

To align with current budget constraints, staff has significantly reduced several larger employer requests, including those from healthcare providers such as HCA Houston Healthcare and Northwest Houston Heart Center. However, these employers offer multiple internship opportunities across diverse career pathways, including both clinical and non-clinical roles within a high-demand industry.

If additional funding is made available, the Board may consider partially restoring funding for these employers to maximize workforce development impact and better align program investment with TEDC’s strategic priorities.

Timing Considerations

Due to the program timeline, participating businesses will begin receiving student applications by April 10, with interviews taking place from April 13 through May 8.

To provide businesses with clear expectations as they begin the interview process, staff will need to communicate approved funding levels or caps by April 15. At that time, employers will not yet have completed interviews and may still adjust the number of interns they ultimately hire.

A SYEP Business Orientation is scheduled for April 9 to review program details, timelines, next steps, and funding expectations.

Given this timing, staff is not seeking a final allocation amount at this stage, but rather direction from the Board on whether additional funding may be utilized if needed, along with a maximum funding threshold to guide employer communication.

Origination: Kelly Violette, Executive Director

Recommendation:

Given the relatively small projected shortfall and the likelihood of natural reductions as placements are finalized, staff recommends maintaining the current adjusted funding level while continuing to monitor participation.

At this time, staff also requests Board direction on whether additional funding may be reallocated if needed, and if so, a maximum funding threshold to guide communication with participating businesses. This may include consideration of funding beyond the projected shortfall to support high-impact internship opportunities, particularly within targeted industries such as healthcare.

If necessary, minor adjustments can be made prior to final placements to ensure alignment with the approved budget.

SYEP continues to be a highly successful workforce development initiative, providing meaningful career exposure for local students while supporting business engagement and talent pipeline development.

Staff will continue to monitor program participation, explore partnership opportunities, and provide updates as the program progresses.

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

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

SYEP Business Requests						
Business	Interns Requested	Requested Amount	Adjusted Amount	Reduction	Healthcare	
ADIM Media	2	\$8,400.00	\$8,400.00	\$0.00	No	
AFC Urgent Care Tomball	3	\$12,600.00	\$8,400.00	\$4,200.00	Yes	
Ameresco Solar	1	\$2,100.00	\$2,100.00	\$0.00	No	
BL Technology	1	\$4,200.00	\$4,200.00	\$0.00	No	
BlueSky Global	3-4	\$16,800.00	\$8,400.00	\$8,400.00	No	
Building Rainbows Pre-School	3	\$12,600.00	\$8,400.00	\$4,200.00	No	
Century Hydraulics	1	\$4,200.00	\$4,200.00	\$0.00	No	
Della Casa Pasta	2	\$6,300.00	\$6,300.00	\$0.00	No	
FCCU	1	\$2,100.00	\$2,100.00	\$0.00	No	
JDR Cable Systems	2	\$8,400.00	\$8,400.00	\$0.00	No	
Moffett Productions	2	\$6,300.00	\$6,300.00	\$0.00	No	
Paradigm Brewing	2	\$4,200.00	\$4,200.00	\$0.00	No	
Power Solutions Specialist	2	\$8,400.00	\$8,400.00	\$0.00	No	
Rite Choice Dental	2	\$8,400.00	\$8,400.00	\$0.00	Yes	
TPC Real Estate Corp	1	\$4,200.00	\$4,200.00	\$0.00	No	
Vego Gardens	1	\$2,100.00	\$2,100.00	\$0.00	No	
HCA Houston Healthcare	7	\$29,400.00	\$14,700.00	\$14,700.00	Yes	
Heritage Films	1-3	\$6,300.00	\$6,300.00	\$0.00	No	
Tomball Animal Hospital	2	\$8,400.00	\$8,400.00	\$0.00	Yes	
Hoelscher Weatherstrip	2	\$6,300.00	\$6,300.00	\$0.00	No	
LeMaster Law Firm	2	\$4,200.00	\$4,200.00	\$0.00	No	
Houston Poly Bag	1	\$2,100.00	\$2,100.00	\$0.00	No	
Boatman Construction	2	\$8,400.00	\$8,400.00	\$0.00	No	
Collective Houston	1	\$2,100.00	\$2,100.00	\$0.00	No	
Aligned Therapeutic Providers	3	\$10,500.00	\$8,400.00	\$2,100.00	Yes	
Express Employment Professionals	1	\$2,100.00	\$2,100.00	\$0.00	No	
Phillips Cleaning	1-2	\$6,300.00	\$4,200.00	\$2,100.00	No	
Veolia	2	\$8,400.00	\$8,400.00	\$0.00	No	
Layla's Barkery	1	\$4,200.00	\$4,200.00	\$0.00	No	
Metal Zinc	2	\$8,400.00	\$8,400.00	\$0.00	No	
Walsh & Albert	2	\$8,400.00	\$8,400.00	\$0.00	No	
HOTWORX	1	\$2,100.00	\$2,100.00	\$0.00	No	
Tropical Dental Care	2	\$4,200.00	\$4,200.00	\$0.00	Yes	
CKM Property Management	2	\$6,300.00	\$6,300.00	\$0.00	No	

Northwest Houston Heart Center	5	\$21,000.00	\$10,500.00	\$10,500.00	Yes
Klauer Manufacturing	1	\$2,100.00	\$2,100.00	\$0.00	No
Broderick Dean Construction	2	\$4,200.00	\$4,200.00	\$0.00	No
Modern Marketing & Media	2	\$8,400.00	\$8,400.00	\$0.00	No
DM Clinical Research	2	\$6,300.00	\$6,300.00	\$0.00	Yes
RF Parr Consulting Services, LLC	1	\$2,100.00	\$2,100.00	\$0.00	No
Beefy Marketing	1	\$2,100.00	\$2,100.00	\$0.00	No
Oliver Hadzic Law	2	\$8,400.00	\$8,400.00	\$0.00	No
Mundy Legal Services, PLLC	1	\$2,100.00	\$2,100.00	\$0.00	No
Total Optim Solutions, LLC	1	\$4,200.00	\$4,200.00	\$0.00	No
Arride Bikes, LLC	1	\$4,200.00	\$4,200.00	\$0.00	No
TOTALS		\$302,400.00	\$258,300.00	\$44,100.00	

SYEP Funding Key:

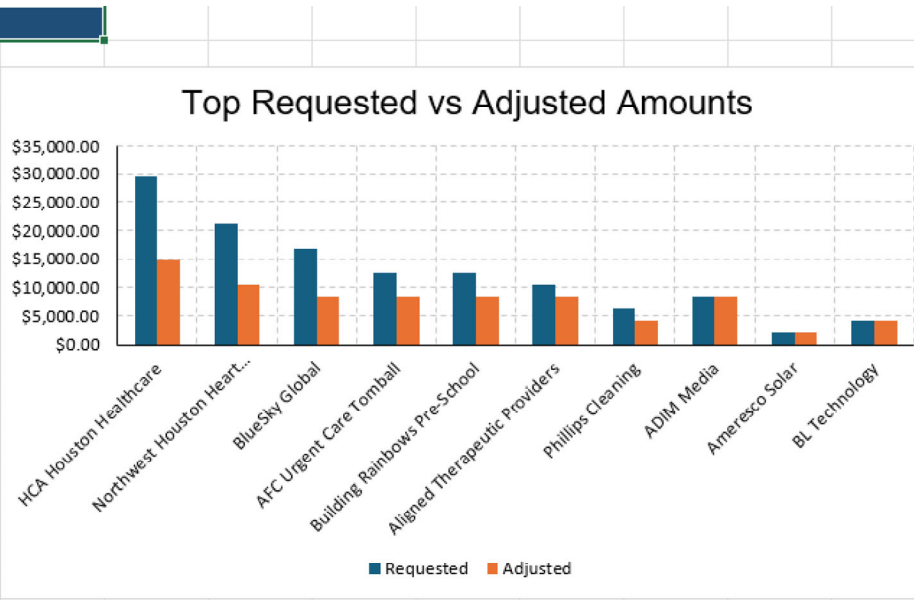
Full Time Intern = \$4,200 (280 hrs)

Part Time Intern = \$2,100 (140 hrs)

SYEP Funding Summary

Metric	Amount	Healthcare Snapshot	
Budget	\$250,000.00	Requested	\$100,800.00
Total Requested	\$302,400.00	Adjusted	\$69,300.00
Total Adjusted	\$258,300.00	Employers Highlighted	9
Gap to Budget (Requested)	\$52,400.00	Notes	Green rows on Requests table
Gap to Budget (Adjusted)	\$8,300.00		

Top Adjustments	Requested	Adjusted	Reduction
HCA Houston Healthcare	\$29,400.00	\$14,700.00	\$14,700.00
Northwest Houston Heart Center	\$21,000.00	\$10,500.00	\$10,500.00
BlueSky Global	\$16,800.00	\$8,400.00	\$8,400.00
AFC Urgent Care Tomball	\$12,600.00	\$8,400.00	\$4,200.00
Building Rainbows Pre-School	\$12,600.00	\$8,400.00	\$4,200.00
Aligned Therapeutic Providers	\$10,500.00	\$8,400.00	\$2,100.00
Phillips Cleaning	\$6,300.00	\$4,200.00	\$2,100.00
ADIM Media	\$8,400.00	\$8,400.00	\$0.00
Ameresco Solar	\$2,100.00	\$2,100.00	\$0.00
BL Technology	\$4,200.00	\$4,200.00	\$0.00



Formatting notes:

- Green rows = healthcare-related employers
- Yellow adjusted cells = reduced from request
- Red data bars = size of reduction

Regular Tomball EDC Agenda Item Data Sheet

Meeting Date: April 14, 2026

Topic:

Consideration and possible action by Tomball EDC regarding an interim appointment to the Special Board Committee known as the First Baptist Church Redevelopment Committee.

Background:

At the July 8, 2025, TEDC Board Meeting, the TEDC Board of Directors approved Resolution No. 2025-26-TEDC establishing a Special Board Committee known as the First Baptist Church Redevelopment Committee and appointed TEDC Vice President Danny Hudson, Treasurer Latrell Shannon, and Board Member Wayne Hall to serve on this Committee.

Since its formation, the Committee has held multiple meetings to advance discussions and planning related to the redevelopment effort. Due to the temporary unavailability of Board Member Hudson, an interim appointment is recommended to ensure continuity of the Committee’s work and ongoing progress.

The Board is therefore requested to consider appointing an additional Board Member to serve on the Committee on an interim basis until Board Member Hudson is able to resume participation.

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

Recommendation: Appointment of an interim member.

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: April 14, 2026

Topic:

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

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

Background:

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

Recommendation:

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

FUNDING (IF APPLICABLE)

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Signed _____
Staff Member-TEDC Date

Approved by _____
Executive Director-TEDC Date

Regular Tomball EDC Agenda Item Data Sheet

Meeting Date: April 14, 2026

Topic:

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

Background:

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

Recommendation:

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

FUNDING (IF APPLICABLE)

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Signed _____
Staff Member-TEDC Date

Approved by _____
Executive Director-TEDC Date