

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



**Tuesday, August 02, 2022
5:30 PM**

Notice is hereby given of a meeting of the Tomball Economic Development Corporation, to be held on Tuesday, August 02, 2022 at 5:30 PM, City Hall, 401 Market Street, Tomball, TX 77375, for the purpose of considering the following agenda items. All agenda items are subject to action. The Tomball Economic Development Corporation reserves the right to meet in a closed session for consultation with attorney on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION OF THE CITY OF TOMBALL, TEXAS, WILL CONDUCT A SPECIAL MEETING SCHEDULED FOR AUGUST 2, 2022, 5:30 PM, AT 401 MARKET STREET, TOMBALL, TEXAS, 77375. THIS MEETING AGENDA AND THE AGENDA PACKET ARE POSTED ONLINE AT:

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

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: 833 1017 5747 Passcode: 169970. 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. 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.]*
- B. New Business

Special Tomball Economic Development Corporation Meeting

August 02, 2022 | Agenda

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1. Consideration and possible action by Tomball EDC to approve, as a Project of the Corporation, an agreement with Clearhope Counseling & Wellness Center, PC to make direct incentives to, or expenditures for, rental assistance for new or expanded business enterprise to be located at 1431 Graham Drive, Suite 130, Tomball, Texas 77375. The estimated amount of expenditures for such Project is \$6,875.00.

- Public Hearing
2. 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 551.087, - 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: the Executive Director and Staff.
3. Reconvene into regular session and take action, if necessary, on items discussed in Executive Session.

C. Adjournment

C E R T I F I C A T I O N

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, City of Tomball, Texas, a place readily accessible to the general public at all times, on the 29th day of July 2022 by 5:30 PM, and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Kelly Violette

Executive Director

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

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

Special Tomball EDC

Agenda Item

Data Sheet

Meeting Date: August 2, 2022

Topic:

Consideration and possible action by Tomball EDC to approve, as a Project of the Corporation, an agreement with Clearhope Counseling & Wellness Center, PC to make direct incentives to, or expenditures for, rental assistance for new or expanded business enterprise to be located at 1431 Graham Drive, Suite 130, Tomball, Texas 77375. The estimated amount of expenditures for such Project is \$6,875.00.

- Public Hearing

Background:

The Tomball Economic Development Corporation has received a request from Heather Lambert, Owner of Clearhope Counseling & Wellness Center, for funding assistance through the TEDC's Rental Incentive Program.

Clearhope Counseling & Wellness Center, PC is a group psychotherapy practice that provides counseling services, educational services, and consulting services. According to the request letter, Clearhope accepts all major insurance, including medicaid and medicare.

The proposed location is a 1,250 square foot lease space located within the Bank of America building at 1431 Graham Drive.

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

The lease agreement that was submitted in conjunction with the request letter shows a three-year lease commitment with a monthly rent amount of \$2,291.67. The proposed grant amount is \$6,875.00, payable after the first year of operation based on landlord verification of rents paid and meeting the performance agreement criteria.

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

Origination: Heather Lambert, Owner, Clearhope Counseling & Wellness Center, PC

Recommendation: Staff recommends approval of the proposed Performance Agreement with Clearhope Counseling & Wellness Center, PC.

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

FUNDING (IF APPLICABLE)

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

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

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

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

**NEW BUSINESS RENTAL INCENTIVE PROGRAM****PART A –BUSINESS OWNER APPLICATION**

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

Business Owner Applicant InformationName of Business: Clearhope Counseling & Wellness CenterCurrent Business Physical Address: 6021 Fairmont Suite 200City, State & Zip Pasadena, TX 77505Mailing Address: 6021 Fairmont Parkway Suite 200City, State & Zip Pasadena, TX 77505Business Phone: 281-769-2238Business Website: www.clearhopewellness.comBusiness Owner Name: Heather Lambert, LPC

Applicant's Name (if different): _____

Position /Title: Founding DirectorPhone and Email: heather@clearhopewellness.com 281-760-8454Nature of Business: Group Psychotherapy Practice**Legal Form of Business**

- ☐ Sole Proprietor
☐ Partnership Number of Partners _____
☐ Corporation
☐ Limited Liability Corp
☐ Other Professional Corporation, HUB

Days and Hours of OperationDays Open: Mon-SatHours Open: M-F 8 am to 7pm Sat 10 am to 2 pmBusiness Start/Opening Date Aug 8, 2022

EmployeesFull Time Employees (40 hours per week): 3Part Time Employees (less than 40 hours per week): 2

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

No ☒ Yes ☐ (please explain)**Moving and Space Improvement Cost and Funding Information**Investment DataTenant Space Improvement (finish) \$ 0Landlord Space Improvement (finish) \$ 0Equipment and Display \$ 7000Product Stock (for Opening) \$ 700Marketing (First Year) \$ 2500Sources of Funding for Move/ExpansionFunds invested by owner \$ 11500Funds from other sources* \$ 0Total estimated cost to move/expand \$ 11500

* Source of Funding and Amounts _____

New Lease Property InformationAddress of space to be leased: 1431 Graham Drive Tomball, TXTotal amount of square feet to be leased and occupied: 1250Term of lease (minimum 3 years): 3 yearsGross rental rate \$ 2291.67 per month \$ 22 per s.f.Additional lease terms and other monthly charges: internet, office cleaningIndicate any rate increases: none

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

Clearhope Counseling & Wellness Center exists to remove access barriers to high-quality mental health services. Clearhope partners with local school districts to provide on-campus counseling services to students in need. Clearhope accepts all major insurances including medicaid and medicare. This means the Clearhope clinical team and the practice have a substantially lower earning potential in an effort to make mental health care more accessible. In opening the practice, the newly hired clinicians will need to become credentialled with all major commercial and state/federal funded plans. This process takes 90+ days. Additionally, to build a client case load can take clinicians months. For Clearhope to make the transistion possible, financially, we usually try to negotiate a graduated rental payment on the lease. In this case, the landlord shared about this grant program as a possible way to offset the gowing expenses in the first year to help better guarantee the business has a strong foundation for continued growth and long-term service in the community.

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

In reaseaching the mental health providers in the area, we were only able to locate 1 insurance provider. Our research shows several Christian counseling centers exist in Tomball with approximately 23 licensed mental health clinicians. Of these, it appears only 1 provider accepts insurance. According to our research, 80% of residents in Tomball have comercial insurance and approximately 10% are eligbile for state funded Medicaid. However, we were unable to locate even 1 mental health provider in the community who accepts Medicaid insurance and only 1 clinician who accepts any insurance. We also notice limited racial diversity among the clinicians in Tomball. Clearhope believes the greatest barriers in accessing mental health services for the children, families, and individuals who need care the most is cost of care. Clearhope works hard to remove that barrier. We also believe the social stigma attached to seeking mental health care can be an access barrier to care. We hire a diverse clinical team to help ensure children and clients can work with a therapist that looks like them, and understands their cultural consideration for mental health services. Tomball's population statistics indicate approximately 61% of residents are non-Hispanic, white, 30 are Hispanic, and 9% are African American. Clearhope also hopes to partner with the local school district to offer training, support, Tier 3 interventions, and community education.

Certification

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

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

Heather Lambert, LPC

Printed Name of Principal Owner



Signature

07/06/2022

Date

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

Kelly Violette

Tomball Economic Development Corporation

29201 Quinn Road, Suite B

Tomball, TX 77375

For further questions about the Program, please contact Kelly Violette, Executive Director, at 281.401.4086 or kviolette@tomballtxdc.org.



NEW BUSINESS RENTAL INCENTIVE PROGRAM

PART B – PROPERTY OWNER/LANDLORD APPLICATION

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

Kelly Violette

Tomball Economic Development Corporation

29201 Quinn Road, Suite B

Tomball, TX 77375

Property Address: 1431 Graham Drive, Tomball, TX

Property Owner of Record: HEADQUARTERS TOO, LLC

Mailing Address: 3302 Canal

City, State & Zip: HOUSTON, TX 77003

Phone: 281 602 3800 Email: PETER@TPC-RE.COM

Name(s) of Authorized Signatories: Peter, Mark, or Devin Licata

Name of Management Company: TPC Real Estate AKA The Field

Name of Representative/Contact Person: PETER LICATA

Management Company Address: 1431 Graham Drive, STE 175

City, State & Zip: TOMBALL, TX 77375

Phone: 281 602 3800 Email: PETER@THEFIELDTX.COM

Name of proposed business at site:

Clearhope Counseling & Wellness Center, PC

Name of business owner:

Heather Lambert

DOES THE BUSINESS OWNER OR THE BUSINESS HAVE ANY RELATIONSHIP TO THE
PROPERTY OWNER/LANDLORD? NO ☒ YES ☐ Please explain

SITE & LEASE INFORMATIONTotal amount of square feet to be leased and occupied by business: 1250Term of lease: 3 yearsGross rental rate \$ 2291.⁶⁷ per month \$ 22 per s.f.Additional lease terms and other monthly charges: interest, office cleaningIndicate any rate increases: —Is the subject space currently vacant? Yes ☒ No ☐If yes, how long has the space been vacant? unknown but over 3 years monthsName of previous tenant: unknownPrevious Rental Rate: \$ N/A Per Month \$ N/A Per Square Foot**CERTIFICATIONS****Are all real estate and personal property taxes due the City of Tomball paid in full?**Subject Property: YES ☒ NO ☐ (Please explain on supplemental sheet)Other Properties: YES ☒ NO ☐ N/A ☐**Are all City of Tomball water and sewer bills due paid in full?**Subject Property: YES ☒ NO ☐ (Please explain on supplemental sheet)Other Properties: YES ☒ NO ☐ N/A ☐**Have you been cited for any existing zoning, building or property maintenance code violations that remain uncorrected?**Subject Property: YES ☐ NO ☒ (Please explain on supplemental sheet)Other Properties: YES ☐ NO ☒ N/A ☐**Are you involved in any litigation with the City of Tomball?**☐ YES (Please explain on supplemental sheet)☒ NO

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

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

Peter Licata

Printed Name of Property Owner/Landlord

[Signature]

Signature

7-14-22

Date

actual Common Area Maintenance Charges for the prior year to the estimated amount paid by Tenant Common Area Maintenance charges for the such year (the "CAM Comparison"). If the CAM Comparison shows that Tenant has overpaid Tenant's Pro Rata Share of the Common Area Maintenance Charges such overage shall be applied offset Tenant's Pro Rata Share of the Maintenance Charges for the following year. If the CAM Comparison shows that Tenant has underpaid Tenant's Share of the Common Area Maintenance Charges then Tenant shall immediately, upon demand, pay such difference to Landlord. "Tenant's Pro Rata Share" of the Common Area Maintenance Charges shall mean the ratio that the total gross square footage of the Premises bears to the total square footage of all premises located within the Building. The Common Area Maintenance Charges and the Base Rent are referred to as the "Rent."

Tenant hereby covenants with the Landlord that Tenant will pay the Rent as described above and should the Rent remain due and unpaid for a period of five (5) days after the Rent is due Landlord may, at Landlord's option, consider the said Tenant in default and a tenant at will and immediately re-enter the Premises and the entire rent for the remainder of the Term shall at once be due and payable.

2. Use. Tenant will use the Premises as office space for Counseling Services and for no other purpose. Tenant will not use or permit the Premises to be used for any illegal or improper purposes, nor permit the disturbance, noise or annoyance whatsoever, detrimental to the Premises or to the comfort of the other tenants of the Building nor will Tenant sublet or assign this lease nor any part hereof without the prior written consent of Landlord. Tenant shall not make any alterations, additions or improvements to the Premises without the prior written consent of Landlord.

3. Tenant Obligations. Tenant will keep the interior of the Premises, and all windows, doors, fixtures, interior walls, pipes, and other fixtures in good condition and repair and in clean condition. Tenant will (i) exercise all reasonable care in the use of halls, stairs, bathrooms, closets, and other fixtures and parts of the Common Areas; (ii) permit Landlord or Landlord's agents or employees, at all reasonable times, to enter the Premises and inspect the conditions thereof, and make such repairs as may be necessary; and (iii) at the expiration of the Term, without demand, quietly and peaceably deliver the possession of the Premises to Landlord in good condition, reasonable wear and tear excepted.

4. Landlord Obligations. Landlord hereby covenants with Tenant that upon the performance by Tenant of the covenants herein, that the Landlord will, during the Term, (i) keep all the external parts of the Premises in good repair; (ii) that in case the Building or any part thereof, shall at any time be destroyed or so damaged by fire or storm as to render same unfit for occupation or use, Landlord shall have the option to terminate this Lease, or to repair and rebuild the Premises, prorating Tenant's Rent until the Premises are repaired and fit for occupancy and use; and (iii) ensure that the Tenant may quietly hold and peacefully enjoy the Premises without any interruption by Landlord or any person claiming under Landlord.

5. Landlord's Lien. Tenant hereby pledges and assigns to Landlord all furniture, fixtures, goods and chattels of Tenant located at the

Premises, as security for the payment of the Rent and Tenant agrees that the lien may be enforced by foreclosure or otherwise, at the election of Landlord. If Tenant fails to pay the Rent or other charges due herein, and same is collected by suit or through an attorney, Tenant agrees to pay Landlord reasonable attorney's fees, together with all costs incurred.

6. **Insurance.** Tenant shall procure and maintain throughout the Term of this Lease a policy or policies of insurance, at its sole cost and expense, insuring both Landlord and Tenant against all claims, demands or actions arising out of or in connection with Tenant's use or occupancy of the Premises, or by the condition of the Premises. The limits of such policy or policies shall be in an amount not less than \$2,000,000 combined single limit for bodily injury and/or property damage for each occurrence. Tenant shall obtain a written obligation on the part of each insurance company to notify Landlord at least 30 days prior to cancellation of such insurance. Such policies or duly executed certificates of insurance shall be promptly delivered to Landlord and renewals thereof as required shall be delivered to Landlord at least 30 days prior to the expiration of the respective policy terms. If Tenant should fail to comply with the foregoing requirements relating to insurance, Landlord may obtain such insurance and Tenant shall pay to Landlord on demand, as additional Rent hereunder, the premium cost thereof.

Landlord and Tenant each waive any rights each may have against the other on account of any loss or damage occasioned to Landlord or Tenant, as the case may be, their respective property, the Premises or its contents, or to other portions of the Premises arising from any liability, loss, damage or injury caused by fire or other casualty for which property insurance is carried or required to be carried pursuant to this Lease.

7. **Default.** If Tenant fails to pay any Rent, when due, or Tenant shall fail to comply with any term, provision or covenant of this Lease, and shall not cure such failure within thirty days after written notice thereof to Tenant, Landlord may, at Landlord's option, without any further notice or demand whatsoever (any such notice and demand being expressly waived by Tenant) in addition to any other remedy or right given hereunder or by law or equity do any one or more of the following:

(a) Terminate this Lease by written notice to Tenant, in which event Tenant shall immediately surrender possession of the Premises to Landlord;

(b) Enter upon and take possession of the Premises and expel or remove Tenant and any other occupant therefrom, with or without having terminated this Lease;

(c) Alter locks and other security devices at the Premises.

8. **Estoppel.** Tenant and Landlord shall promptly upon request from the other execute and acknowledge a certificate containing such information as may be reasonably requested for the benefit of Landlord or Tenant, any prospective purchaser or any current or prospective mortgagee of all or any portion of the Building.

9. Guaranty. The obligations of Tenant under this Lease shall be guaranteed by Hiscox, the Guarantor (s), pursuant to the separate Guaranty executed by such Guarantor. Any claim or lawsuit may be brought against Guarantor(s) or any claim settled with Guarantor(s) without impairing or releasing the rights of Landlord against Tenant or any other Guarantor.

10. Assigns. This lease shall bind Landlord and Tenant and their respective heirs, assigns, administrators, legal representatives and executors.

11. Security Deposit. Tenant agrees to pay a Security Deposit of \$2,291.67 to secure Tenant's pledge of full compliance with the terms of this agreement.

12. Miscellaneous. This Lease shall be governed by and construed in accordance with the laws of the State of Texas. Time is of the essence of this Lease and each and all of its provisions in which performance is a factor. This Lease, including all Exhibits attached hereto, contains the entire agreement between Landlord and Tenant with respect to the subject matter hereof.

In the event Tenant or Landlord defaults in the performance of any of the terms, agreements or conditions contained in this Lease and Landlord or Tenant places the enforcement of this Lease, in the hands of any attorney who files suit upon the same, the non-prevailing party shall pay the reasonable attorney's fees and costs of court of the prevailing party.

EXECUTED as of the date hereinabove stated.

LANDLORD:

Headquarters Too, LLC

By: _____, its Manager

TENANT: Clearhope Counseling + Wellness Center, PC
6001 Fairmont Pkwy Pasadena, Tx 77505

By: Thompson, its Owner

EXHIBIT A
SITE PLAN



- 1) Landlord, at Landlord's cost, will Frost the two sliding doors inside the office suite.

- 2) Landlord, at Landlord's cost, will Frost the side windowpane by the Front door to the site including Tenant's logo.
- 3) Landlord, at Landlord's cost, will install blinds (same blinds as on the 2nd floor) over the Tenant's windows facing the exterior of the building
- 4) Tenant will have 5 hours of conference room use per month.

AGREEMENT

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

This Agreement (the “Agreement”) is made and entered into by and between the **Tomball Economic Development Corporation**, an industrial development corporation created pursuant to Tex. Rev. Civ. Stat. Ann. Art. 5190.6, Section 4B, located in Harris County, Texas (the “TEDC”), and **Clearhope Counseling & Wellness Center, PC** (the “Company”), 6021 Fairmont, Suite 200, Pasadena, Texas 77505

WITNESSETH:

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

WHEREAS, the Company proposes to lease a 1,250 square foot existing office space located at 1431 Graham Drive, Suite 130, Tomball, Texas 77375 (the “Property”), and more particularly described in Exhibit “A,” attached hereto and made a part hereof; and

WHEREAS, the Company provides a full range of group psychotherapy and mental health services and proposes to expand its business operations by opening a full-service counseling and wellness center at the Property; and

WHEREAS, the Company proposes to create three (3) full-time jobs in Tomball in conjunction with the new location; and

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

to exceed Six Thousand Eight Hundred Seventy-Five Dollars (\$6,875.00), in accordance with an established Rental Assistance Incentive; and

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

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

1.

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

2.

The Company also covenants and agrees that construction of the Improvements, the addition of the three (3) new employees, and obtaining all necessary occupancy permits from the City shall occur within twelve (12) months from the Effective Date of this Agreement. Extensions of these deadlines, due to any extenuating circumstance or uncontrollable delay, may be granted at the sole discretion of the Board of Directors of the TEDC.

3.

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

4.

In consideration of the Company's representations, promises, and covenants, TEDC agrees to grant to the Company an amount equal to twenty-five percent (25%) of the base monthly rent for the first 12 consecutive months of operation not to exceed Six Thousand Eight Hundred Seventy-Five Dollars (\$6,875.00). The TEDC agrees to distribute such funds to the Company within thirty (30) days of receipt of a letter from the Company requesting such payment, which letter shall also include: (a) a copy of the City's occupancy permit for the Property; (b) proof that the Company has added the number of employees indicated above to its business operations on the Property, as evidenced by copies of Texas Workforce Commission form C-3 or Internal Revenue Service Form 941; and, (c) an affidavit from the landlord of the Property stating that all rents have been paid in accordance with the terms of the lease agreement for the first twelve consecutive months of operation.

5.

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

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

6.

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

7.

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

If to City:	Tomball Economic Development Corporation 401 W. Market Street Tomball, Texas 77375 Attn: President, Board of Directors
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If to Company:	Clearhope Counseling & Wellness Center, PC 6021 Fairmont, Suite 200 Pasadena, Texas 77505 Attn: Heather Lambert, Founding Director
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8.

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

9.

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

10.

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

11.

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

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the parties on this _____ day of _____ 2022 (the “Effective Date”).

**CLEARHOPE COUNSELING & WELLNESS
CENTER, PC**

By: _____

Name: Heather Lambert

Title: Founding Director

ATTEST:

By: _____

Name: _____

Title: _____

**TOMBALL ECONOMIC DEVELOPMENT
CORPORATION**

By: _____

Name: Gretchen Fagan

Title: President, Board of Directors

ATTEST:

By: _____

Name: Bill Sumner Jr.

Title: Secretary, Board of Directors

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

This instrument was acknowledged before me on the _____ day of _____ 2022, by Heather Lambert, Founding Director of Clearhope Counseling & Wellness Center, PC, for and on behalf of said company.

 Notary Public in and for the State of Texas

My Commission Expires: _____

(SEAL)

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

This instrument was acknowledged before me on the 2nd day of August 2022, by Gretchen Fagan, President of the Board of Directors of the Tomball Economic Development Corporation, for and on behalf of said Corporation.

 Notary Public in and for the State of Texas

My Commission Expires: _____

(SEAL)

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

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

Headquarters Too, LLC Building

Property Address: 1431 Graham Road, Suite 130, Tomball, TX 77375

Special Tomball EDC Agenda Item Data Sheet

Meeting Date: August 2, 2022

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 551.087, - 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: the Executive Director and 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)

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

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

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

Signed _____

Staff Member-TEDC

Date

Approved by _____

Executive Director-TEDC

Date

Special Tomball EDC Agenda Item Data Sheet

Meeting Date: August 2, 2022

Topic:

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

Background:

Origination: Kelly Violette, Executive Director

Recommendation:

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

FUNDING (IF APPLICABLE)

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

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

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

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