NOTICE OF SPECIAL TOMBALL ECONOMIC DEVELOPMENT CORPORATION MEETING

TOMBALL
ECONOMIC DEVELOPMENT CORP.

Tuesday, September 23, 2025
5:30 PM

Notice is hereby given of a meeting of the Tomball Economic Development Corporation, to be held on Tuesday, September 23, 2025 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 SEPTEMBER, 23 2025, 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: 832 3638 0216 Passcode: 092623.** 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. 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.]*

C. New Business

1. Consideration and possible action by Tomball EDC, to approve, as a Project of the Corporation, an agreement with Cheddar's Casual Café, Inc., to make direct incentives to, or expenditures for, assistance with infrastructure costs to be required or suitable for the promotion of new or expanded business development related to the development and construction of a full-service restaurant to be located at FM 249 and Alice Road, Tomball, Texas 77375. The estimated amount of expenditures for such Project is $164,463.00.

   - Public Hearing

2. Consideration and possible action by Tomball EDC, to approve, as a Project of the Corporation, an agreement with Olive Garden Holdings, LLC, to make direct incentives to, or expenditures for, assistance with infrastructure costs to be required or suitable for the promotion of new or expanded business development related to the development and construction of a full-service restaurant to be located at FM 249 and Alice Road, Tomball, Texas 77375. The estimated amount of expenditures for such Project is $219,502.00.

   - Public Hearing

3. Consideration and possible action by Tomball EDC, to approve, as a Project of the Corporation, an agreement with CSE W-Industries, Inc., to make direct incentives to, or expenditures for, the creation or retention of primary jobs associated with the development of a corporate headquarters facility, to be located at the NEC of 2920 and 2978, Tomball, Texas 77377. The estimated amount of expenditures for such Project is $660,000.00.

   - Public Hearing

4. Consideration and possible direction from the Tomball EDC Board of Directors regarding the format of the 2025 Meeting Calendar, prior to final presentation and adoption in November.

5. Discussion regarding Tomball Legacy Square Board Committee update.

6. 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.

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

D. 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 18th day of September 2025 by 5:30 p.m., and remained posted for at least three consecutive business days 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.

Special Tomball EDC
Agenda Item
Data Sheet

Meeting Date: September 23, 2025

Topic:

Consideration and possible action by Tomball EDC, to approve, as a Project of the Corporation, an agreement with Cheddar's Casual Café, Inc., to make direct incentives to, or expenditures for, assistance with infrastructure costs to be required or suitable for the promotion of new or expanded business development related to the development and construction of a full-service restaurant to be located at FM 249 and Alice Road, Tomball, Texas 77375. The estimated amount of expenditures for such Project is $164,463.00.

- Public Hearing

Background:
The Tomball Economic Development Corporation has received a request from Marty Wilson, Manager, Darden Restaurants, Inc., for assistance with infrastructure costs related to the development of a proposed full-service restaurant.

Cheddar's Casual Cafe, Inc. proposes to develop approximately 2.14 acres located at FM 249 and Alice Road, Tomball, Texas 77375. The development will consist of a 6,181 square-foot full-service restaurant. Cheddar's is part of Darden's family of restaurants, which features some of the most recognizable and successful brands of full-service dining. Their restaurants participate in the Darden Harvest program which offers an alternative to discarding food and a mechanism for getting fresh and healthy food to people who need it. The estimated capital investment for the project is $5.6 million.

The eligible infrastructure improvements include water, sanitary sewer, storm drainage, electric utilities and related site improvements totaling approximately $1,096,420.00.

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

An economic impact analysis is included with the agreement to show the impact of this project on Tomball's economy. Per the analysis, the 5-year net benefit of this project on Tomball's economy is $559,461.00.

If the agreement between the TEDC and Cheddar's Casual Cafe, Inc. is approved as a Project of the Corporation, the grant funding amount will not exceed $164,463.00, based on 15% of the actual expenditures for the eligible infrastructure improvements.

Origination: Marty Wilson, Manager, Darden Restaurants, Inc.

Recommendation: Staff recommends approval of the proposed Performance Agreement with Cheddar's Casual Cafe, Inc.

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

FUNDING (IF APPLICABLE)

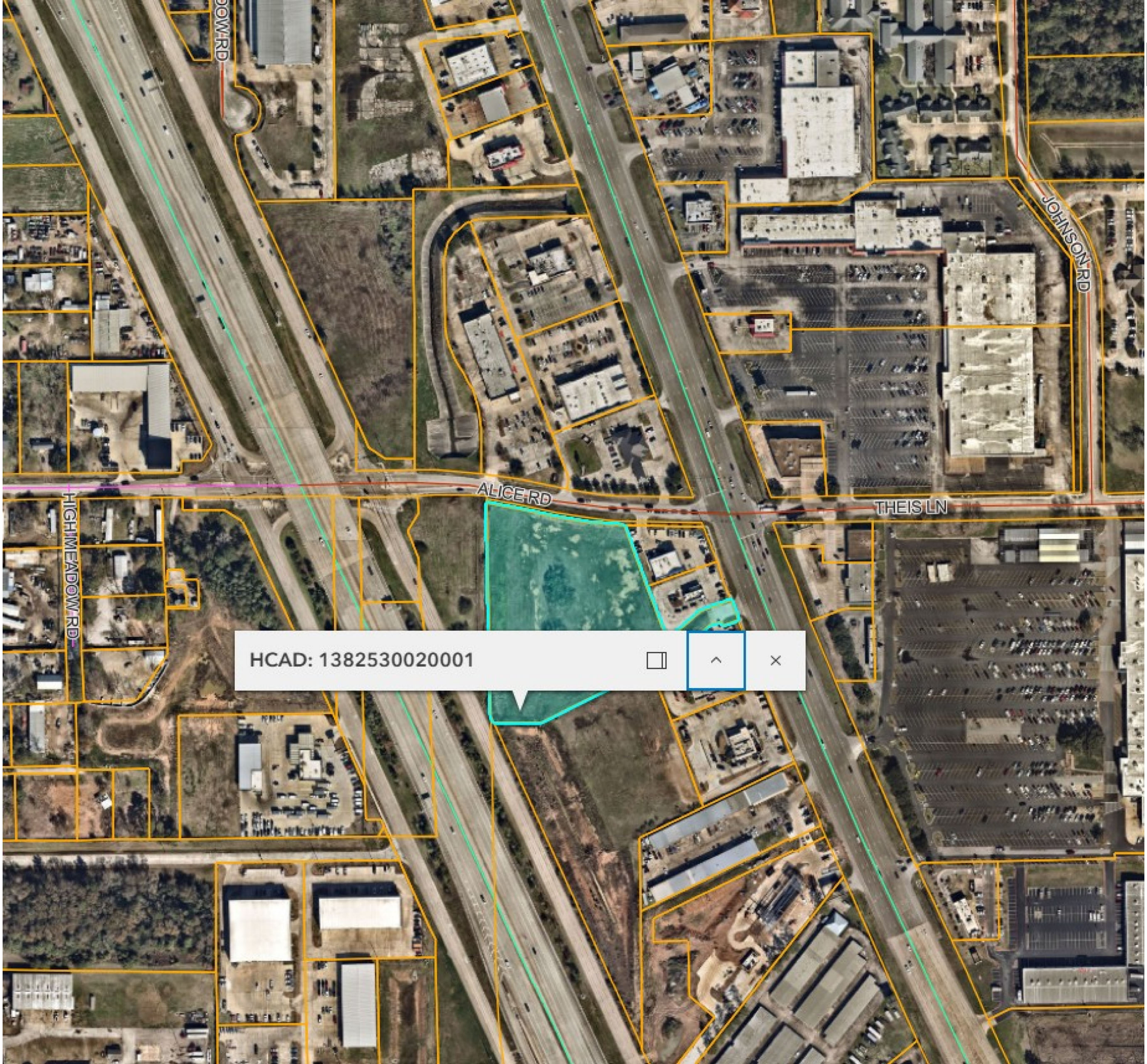
Are funds specifically designated in the current budget for the full amount required for this purpose?

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

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

Signed ______________________ Approved by ______________________

Staff Member-TEDC Date Executive Director-TEDC Date



HCAD: 1382530020001
ALICE RD
THEIS LN
JOHNSON RD
HIGHMEADOW RD
DOW RD

DARDEN

August 5, 2025

Tiffani Wooten
Assistant Director
Tomball Economic Development Corporation
29201 Quinn Rd, Suite B
Tomball, Texas 77375

Re: Proposed Darden Restaurants, Inc. Development Projects

Dear Tiffani,

Thank you for allowing us to share potential expansion plans for Darden Restaurants, Inc. ("Darden") to build a new Olive Garden and Cheddar's Scratch Kitchen in Tomball, TX at FM 249 & Alice Road[1]. We are writing to request that Tomball assist Darden in its economic expansion by helping to identify local assistance that might be available to businesses such as ours. In particular, we are interested in Targeted Infrastructure Grants to assist with related infrastructure costs[2] and address associated financial hurdles[3]. Darden expects to purchase the proposed sites and complete all necessary site development and construction. However, the high development costs for both Tomball projects have created significant cost gaps that we respectfully request be addressed via incentives.

The Darden family of restaurants features some of the most recognizable and successful brands in full-service dining: Olive Garden, LongHorn Steakhouse, Cheddar's Scratch Kitchen, Ruth's Chris Steakhouse, Yard House, Chuy's. The Capital Grille, Seasons 52, Bahama Breeze, and Eddie V's. Our people equal our success, and we are proud to employ 195,000 team members in more than 2,100 restaurants. Together, we create memorable experiences for 360 million guests in hundreds of communities across North America.

Darden is committed to enhancing the quality of life in the communities where we do business through philanthropic support and volunteer involvement. Since 1995, the Darden Foundation has awarded more than $86 million in grants to hundreds of local and national nonprofit organizations, including the National Restaurant Association Educational Foundation (NRAEF), American Red Cross, and Feeding America.

Furthermore, the Darden Harvest program offers an alternative to discarding food – and a mechanism for getting fresh and healthy food to people who need it as demonstrated in the CBS News segment, "Major Chains Putting Unused Fresh Food Towards A Good Cause". Each day, across every one of our restaurants, we "harvest" surplus, wholesome food that isn't served to guests and we safely prepare it for donation. Since the program's inception, more than 145 million pounds of food – including more than 5.9 million pounds of food in fiscal 2025 alone.

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[1] A site plan of both concepts is attached hereto as Exhibit A.
[2] A list of relevant infrastructure costs is attached hereto as Exhibit B.
[3] A demonstration of the cost gap relative to other recent projects is attached hereto as Exhibit C.

Darden Harvest also diverts millions of pounds of surplus food from waste streams every year, making it a key part of our strategy to one day send zero waste to landfills. The Olive Garden and Cheddar's restaurants in nearby Spring and Cypress, TX have donated more than 27,600 pounds of food valued at over $230,000 since 2019, with the majority benefiting the National Association of Christian Churches, Familytime Crisis & Counseling Center, and New Beginnings Community Outreach.

Darden Restaurants' decision of where to locate depends on many factors. Customer base, operating costs, as well as return-on-investment are studied to make the best decision for Darden and its loyal customers. Because Tomball provides such great opportunities for businesses to expand and create new jobs, Darden is seriously considering building an Olive Garden and Cheddar's Scratch Kitchen at FM 249 & Alice Road.

The value added to Tomball resulting from Darden's expansion can be immediately measured by the economic benefit to its citizens through employment opportunities; infrastructure and building expenditures; and the aesthetic development of the location. There will be additional benefits created by any peripheral support such as the replacement of inventory, maintenance and repairs to the facility, and other support services as required.

Tomball's economic development programs were enacted to attract new businesses to invest in the community, provide means for its citizens to earn income, and promote a goal of community wealth creation and improved quality of life. We believe Darden's expansion will exceed these objectives, and for the reasons stated above, we request that Tomball consider assisting the project.

On behalf of Darden Restaurants, Inc., thank you for your time and consideration. We look forward to working with you to hopefully make Tomball's next Darden restaurant a reality. Please contact me at (407) 245-6892 or Austin Arnold with Ryan, LLC at (865) 438-0606 with any questions or concerns.

Sincerely,

Marty Wilson

Marty Wilson

Cc: Matt Lowell, Ryan LLC
Austin Arnold, Ryan LLC

Exhibit A

The image below displays the anticipated site plan for both the Olive Garden and Cheddar's Scratch Kitchen at FM 249 & Alice Road, Tomball, TX.

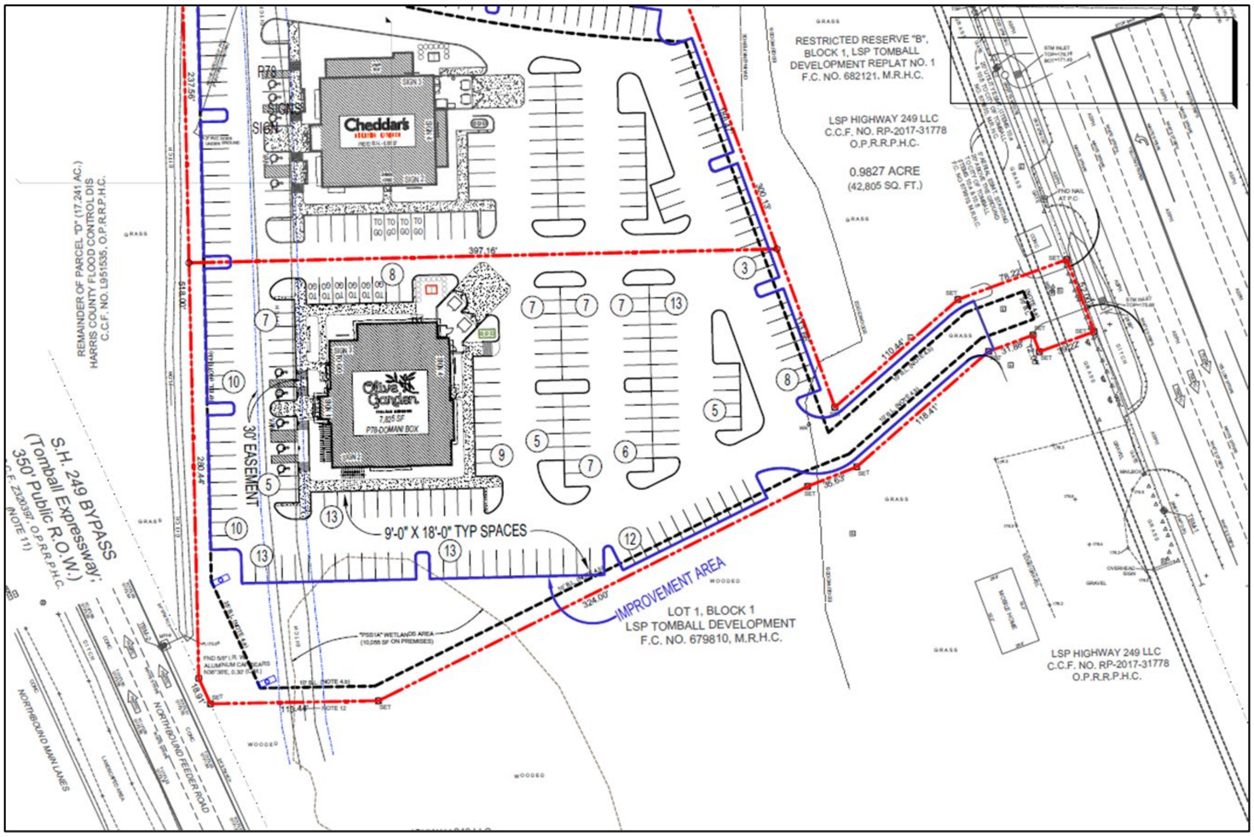


Exhibit B

The following tables provide a breakdown of the estimated infrastructure costs for each project.

Darden - Olive Garden - Tomball, TX

Targeted Infrastructure	Cost	
Site Preparations	$	247,574
New Public ROW	$	359,882
Storm Drainage	$	71,625
Sanitary Sewer	$	73,514
Water	$	56,133
Telecommunications/Sewer	$	9,500
Electric	$	144,550
Gas	$	14,420
Other (sidewalks, curbs, concrete dumpster approach)	$	120,314
Total	**$**	**1,097,512**

Darden - Cheddar's - Tomball, TX

Targeted Infrastructure	Cost	
Site Preparations	$	247,190
New Public ROW	$	359,882
Storm Drainage	$	71,625
Sanitary Sewer	$	73,514
Water	$	56,133
Telecommunications/Sewer	$	9,500
Electric	$	144,550
Gas	$	14,420
Other (sidewalks, curbs, concrete dumpster approach)	$	119,606
Total	**$**	**1,096,420**

Ms. Tiffani Wooten
August 5, 2025

Exhibit C

Darden is considering the purchase of the proposed sites shown in Exhibit A, with plans to complete all necessary site development and construction.

The table below compares five recent Darden projects where, as in Tomball, the Company was responsible for all site work. The estimated cost gaps for both Tomball projects present a potential barrier to development.

	Tomball, TX	Tomball, TX	Site 1	Site 2	Site 3	Site 4	Site 5
Brand	Olive Garden	Cheddar's	Olive Garden	Olive Garden	Olive Garden	Olive Garden	Cheddar's
State	TX	TX	TX	TX	TX	NC	TX
Open Year	2026	2026	2024	2024	2026	2025	2026
On-site Landlord Work	None	None	None	Rough grade site	Rough grade site	None	None
Parcel Size	2.14 acres	2.14 acres	1.76 acres	1.88 acres	1.97 acres	2.11 acres	1.94 acres
Est. Cost	$ 1,097,512	$ 1,096,420	$ 692,000	$ 906,000	$ 850,000	$ 593,000	$ 723,000

Average of Other Sites	$ 752,800
Tomball (Olive Garden) Cost Gap	$ (344,712)
Tomball (Cheddar's) Cost Gap	$ (343,620)

Cheddars Restaurant - Impact Report

Scenario 1 with Client Data

Project Type: Recruitment
Industry: Food
Prepared By: Tomball EDC

Purpose & Limitations

This report presents the results of an economic and fiscal analysis undertaken by Tomball EDC using Impact DashBoard, a customized web application developed by Impact DataSource, LLC.

Impact DashBoard utilizes estimates, assumptions, and other information developed by Impact DataSource from its independent research effort detailed in a custom user guide prepared for Tomball EDC.

This report, generated by the Impact DashBoard application, has been prepared by Tomball EDC to assist economic development stakeholders in making an evaluation of the economic and fiscal impact of business activity in the community. This report does not purport to contain all of the information that may be needed to conclude such an evaluation. This report is based on a variety of assumptions and contains forward-looking statements concerning the results of operations of the subject firm. Tomball EDC made reasonable efforts to ensure that the project-specific data entered into Impact DashBoard reflects realistic estimates of future activity. Estimates of future activity involve known and unknown risks and uncertainties that could cause actual results, performance, or events to differ materially from those expressed or implied in this report.

Tomball EDC and Impact DataSource make no representation or warranty as to the accuracy or completeness of the information contained herein, and expressly disclaim any and all liability based on or relating to any information contained in, or errors or omissions from, this information or based on or relating to the use of this information.

Introduction

This report presents the results of an economic impact analysis performed using Impact DashBoard, a model developed by Impact DataSource. The report estimates the impact that a potential project will have on the local economy and estimates the costs and benefits for local taxing districts over a 10-year period.

Economic Impact Overview

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

SUMMARY OF ECONOMIC IMPACT OVER 10 YEARS IN CITY OF TOMBALL

IMPACT	DIRECT	SPIN-OFF	TOTAL
Jobs	40.0	7.0	**47.0**
Annual Salaries/Wages	$1,331,200	$419,808	**$1,751,008**
Salaries/Wages over 10 Years	$6,927,618	$2,184,697	**$9,112,315**
Taxable Sales/Purchases in City of Tomball	$23,370,641	$27,309	**$23,397,950**

Totals may not sum due to rounding

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

SUMMARY OF POPULATION IMPACT OVER 10 YEARS IN CITY OF TOMBALL			
IMPACT	DIRECT	SPIN_OFF	TOTAL
Workers who will move to City of Tomball	1.2	0.2	**1.4**
New residents in City of Tomball	3.1	0.5	**3.7**
New residential properties constructed in City of Tomball	0.2	0.0	**0.2**
New students to attend local school district	0.6	0.1	**0.7**

Totals may not sum due to rounding

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

SUMMARY OF TAXABLE PROPERTY OVER THE FIRST 10 YEARS IN CITY OF TOMBALL							
YR.	NEW RESIDENTIAL PROPERTY	LAND	BUILDINGS...	FF&E	INVENTORIES	NON_RESIDENTIAL PROPERTY	TOTAL PROPERTY
1	$64,867	$0	$4,300,000	$1,300,000	$30,000	*$5,630,000*	**$5,694,867**
2	$66,165	$0	$4,386,000	$1,170,000	$30,600	*$5,586,600*	**$5,652,765**
3	$67,488	$0	$4,473,720	$1,040,000	$31,212	*$5,544,932*	**$5,612,420**
4	$68,838	$0	$4,563,194	$910,000	$31,836	*$5,505,031*	**$5,573,868**
5	$70,214	$0	$4,654,458	$780,000	$32,473	*$5,466,931*	**$5,537,146**
6	$71,619	$0	$4,747,547	$650,000	$0	*$5,397,547*	**$5,469,166**
7	$73,051	$0	$4,842,498	$520,000	$0	*$5,362,498*	**$5,435,549**
8	$74,512	$0	$4,939,348	$390,000	$0	*$5,329,348*	**$5,403,860**
9	$76,002	$0	$5,038,135	$260,000	$0	*$5,298,135*	**$5,374,138**
10	$77,522	$0	$5,138,898	$260,000	$0	*$5,398,898*	**$5,476,420**

Fiscal Impact Overview

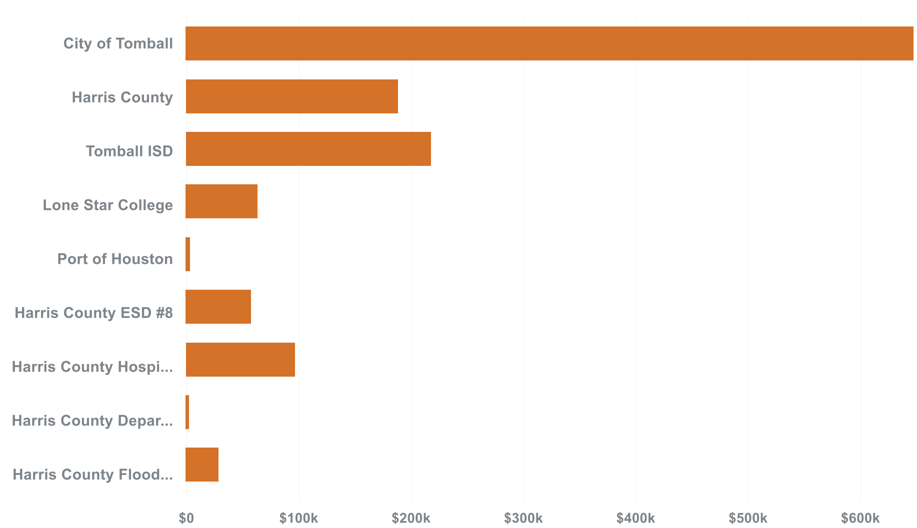
The Project will generate additional benefits and costs, a summary of which is provided below. The source of specific benefits and costs are provided in greater detail for each taxing district on subsequent pages.

FISCAL NET BENEFITS OVER THE NEXT 10 YEARS

	BENEFITS	COSTS	NET BENEFITS	PRESENT VALUE*
City of Tomball	$1,099,144	($451,552)	$647,592	$545,574
Harris County	$272,176	($83,540)	$188,636	$146,208
Tomball ISD	$588,338	($370,328)	$218,010	$168,759
Lone Star College	$63,763	$0	$63,763	$49,321
Port of Houston	$3,644	$0	$3,644	$2,819
Harris County ESD #8	$57,928	$0	$57,928	$44,808
Harris County Hospital District	$96,877	$0	$96,877	$74,935
Harris County Department of Education	$2,844	$0	$2,844	$2,200
Harris County Flood Control	$29,019	$0	$29,019	$22,447
Total	**$2,213,733**	**($905,420)**	**$1,308,313**	**$1,057,071**

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

Net Benefits Over the Next 10 Years



Public Support Overview

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

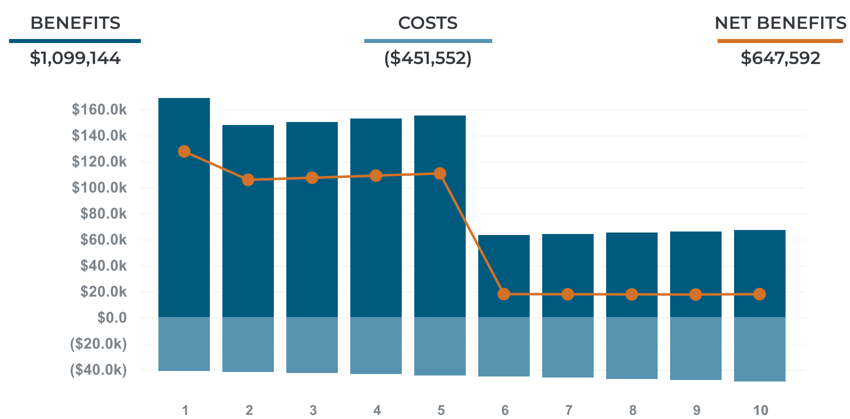
VALUE OF PUBLIC SUPPORT UNDER CONSIDERATION		
	NON-TAX INCENTIVE	TOTAL
City of Tomball	$164,463	$164,463
Harris County	$0	$0
Tomball ISD	$0	$0
Lone Star College	$0	$0
Port of Houston	$0	$0
Harris County ESD #8	$0	$0
Harris County Hospital District	$0	$0
Harris County Department of Education	$0	$0
Harris County Flood Control	$0	$0
Total	**$164,463**	**$164,463**

City of Tomball Fiscal Impact

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

NET BENEFITS OVER 10 YEARS: CITY OF TOMBALL			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Sales Taxes	$465,681	$2,278	$467,959
Real Property Taxes	$158,373	$0	$158,373
FF&E Property Taxes	$24,487	$0	$24,487
Inventory Property Taxes	$525	$0	$525
New Residential Property Taxes	$0	$2,389	$2,389
Hotel Occupancy Taxes	$0	$0	$0
Building Permits and Fees	$0	$0	$0
Utility Revenue	$259,289	$22,424	$281,714
Utility Franchise Fees	$14,892	$1,283	$16,174
Miscellaneous Taxes and User Fees	$135,777	$11,745	$147,522
Benefits Subtotal	**$1,059,024**	**$40,119**	**$1,099,144**
COSTS	PROJECT	HOUSEHOLDS	TOTAL
Cost of Government Services	($130,083)	($11,220)	($141,302)
Cost of Utility Services	($285,569)	($24,680)	($310,249)
Costs Subtotal	**($415,651)**	**($35,900)**	**($451,552)**
Net Benefits	**$643,373**	**$4,219**	**$647,592**

Annual Fiscal Net Benefits for City of Tomball



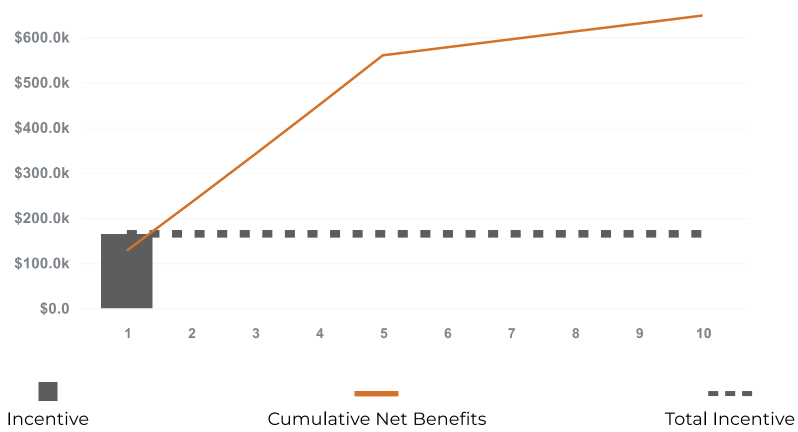
City of Tomball Public Support

Non-Tax Incentives

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

Non-Tax Incentive vs. Net Benefits for City of Tomball

$164,463	$4,112	39.4%	1.4 Yrs
Non-Tax Incentive	Per Job	Rate of Return	Payback Period

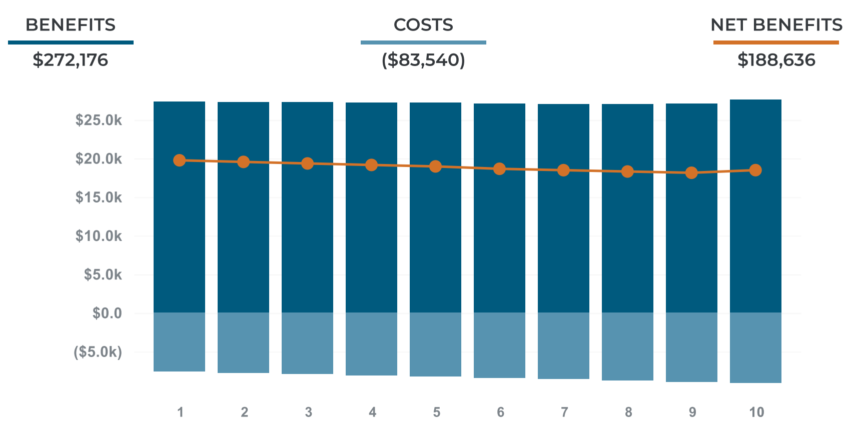


Harris County Fiscal Impact

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

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	$181,409	$0	$181,409
FF&E Property Taxes	$28,049	$0	$28,049
Inventory Property Taxes	$602	$0	$602
New Residential Property Taxes	$0	$18,260	$18,260
Hotel Occupancy Taxes	$0	$0	$0
Miscellaneous Taxes and User Fees	$24,527	$19,329	$43,856
Benefits Subtotal	**$234,587**	**$37,589**	**$272,176**
COSTS	PROJECT	HOUSEHOLDS	TOTAL
Cost of Government Services	($46,865)	($36,675)	($83,540)
Costs Subtotal	**($46,865)**	**($36,675)**	**($83,540)**
Net Benefits	**$187,722**	**$914**	**$188,636**

Annual Fiscal Net Benefits for Harris County



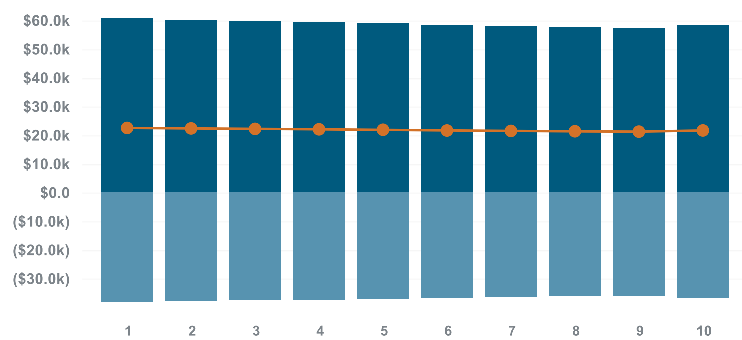
Tomball ISD Fiscal Impact

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

NET BENEFITS OVER 10 YEARS: TOMBALL ISD			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	$500,454	$0	$500,454
FF&E Property Taxes	$77,379	$0	$77,379
Inventory Property Taxes	$1,659	$0	$1,659
New Residential Property Taxes	$0	$2,099	$2,099
Addtl. State & Federal School Funding	$0	$6,747	$6,747
Benefits Subtotal	**$579,492**	**$8,845**	**$588,338**
COSTS	PROJECT	HOUSEHOLDS	TOTAL
Cost to Educate New Students	$0	($5,671)	($5,671)
Reduction in State School Funding	($363,342)	($1,316)	($364,658)
Costs Subtotal	**($363,342)**	**($6,986)**	**($370,328)**
Net Benefits	**$216,151**	**$1,859**	**$218,010**

Annual Fiscal Net Benefits for Tomball ISD

BENEFITS	COSTS	NET BENEFITS
$588,338	($370,328)	$218,010



Lone Star College Fiscal Impact

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

NET BENEFITS OVER 10 YEARS: LONE STAR COLLEGE			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	$50,662	$0	$50,662
FF&E Property Taxes	$7,833	$0	$7,833
Inventory Property Taxes	$168	$0	$168
New Residential Property Taxes	$0	$5,099	$5,099
Benefits Subtotal	**$58,663**	**$5,099**	**$63,763**
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	$0	$0	$0
Costs Subtotal	**$0**	**$0**	**$0**
Net Benefits	**$58,663**	**$5,099**	**$63,763**

Annual Fiscal Net Benefits for Lone Star College

Port of Houston Fiscal Impact

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

NET BENEFITS OVER 10 YEARS: PORT OF HOUSTON			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	$2,896	$0	$2,896
FF&E Property Taxes	$448	$0	$448
Inventory Property Taxes	$10	$0	$10
New Residential Property Taxes	$0	$291	$291
Benefits Subtotal	**$3,353**	**$291**	**$3,644**
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	$0	$0	$0
Costs Subtotal	**$0**	**$0**	**$0**
Net Benefits	**$3,353**	**$291**	**$3,644**

Annual Fiscal Net Benefits for Port of Houston

Harris County ESD #8 Fiscal Impact

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

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY ESD #8			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	$46,026	$0	$46,026
FF&E Property Taxes	$7,116	$0	$7,116
Inventory Property Taxes	$153	$0	$153
New Residential Property Taxes	$0	$4,633	$4,633
Benefits Subtotal	**$53,295**	**$4,633**	**$57,928**
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	$0	$0	$0
Costs Subtotal	**$0**	**$0**	**$0**
Net Benefits	**$53,295**	**$4,633**	**$57,928**

Annual Fiscal Net Benefits for Harris County ESD #8

Harris County Hospital District Fiscal Impact

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

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY HOSPITAL DISTRICT			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	$76,973	$0	$76,973
FF&E Property Taxes	$11,901	$0	$11,901
Inventory Property Taxes	$255	$0	$255
New Residential Property Taxes	$0	$7,748	$7,748
Benefits Subtotal	**$89,129**	**$7,748**	**$96,877**
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	$0	$0	$0
Costs Subtotal	**$0**	**$0**	**$0**
Net Benefits	**$89,129**	**$7,748**	**$96,877**

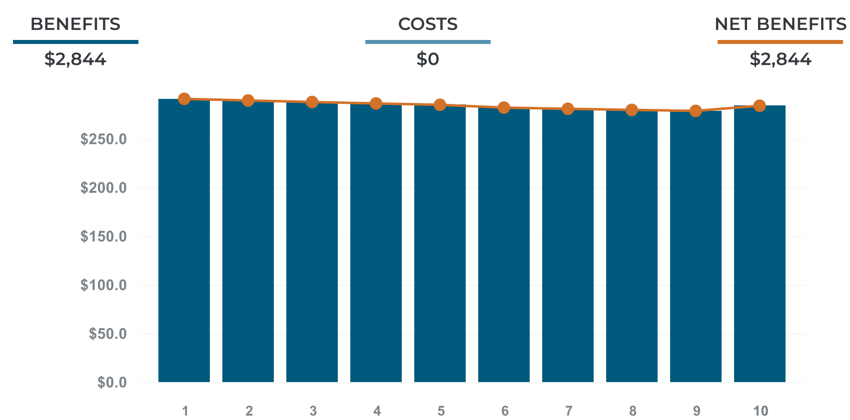
Annual Fiscal Net Benefits for Harris County Hospital District

Harris County Department of Education Fiscal Impact

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

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY DEPARTMENT OF EDUCATION			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	$2,260	$0	$2,260
FF&E Property Taxes	$349	$0	$349
Inventory Property Taxes	$7	$0	$7
New Residential Property Taxes	$0	$227	$227
Benefits Subtotal	**$2,616**	**$227**	**$2,844**
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	$0	$0	$0
Costs Subtotal	**$0**	**$0**	**$0**
Net Benefits	**$2,616**	**$227**	**$2,844**

Annual Fiscal Net Benefits for Harris County Department of Education



Harris County Flood Control Fiscal Impact

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

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY FLOOD CONTROL			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	$23,057	$0	$23,057
FF&E Property Taxes	$3,565	$0	$3,565
Inventory Property Taxes	$76	$0	$76
New Residential Property Taxes	$0	$2,321	$2,321
Benefits Subtotal	**$26,698**	**$2,321**	**$29,019**
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	$0	$0	$0
Costs Subtotal	**$0**	**$0**	**$0**
Net Benefits	**$26,698**	**$2,321**	**$29,019**

Annual Fiscal Net Benefits for Harris County Flood Control

Methodology

Overview of Methodology

The Impact DashBoard model combines project-specific attributes with community data, tax rates, and assumptions to estimate the economic impact of the Project and the fiscal impact for local taxing districts over a 10-year period.

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

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

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

722511 FULL_SERVICE RESTAURANTS		CITY OF TOMBALL
Employment Multiplier	(Type II Direct Effect)	1.1762
Earnings Multiplier	(Type II Direct Effect)	1.3154

Most of the revenues estimated in this study result from calculations relying on (1) attributes of the Project, (2) assumptions to derive the value of associated taxable property or sales, and (3) local tax rates. In some cases, revenues are estimated on a per new household, per new worker, or per new school student basis.

The company or Project developer was not asked, nor could reasonably provide data for calculating some other revenues. For example, while the city will likely receive revenues from fines paid on speeding tickets given to new workers, the company does not know the propensity of its workers to speed. Therefore, some revenues are calculated using an average revenue approach.

This approach uses relies on two assumptions:

1. The taxing entity has two general revenue sources: revenues from residents and revenues from businesses.
2. The taxing entity will collect (a) about the same amount of miscellaneous taxes and user fees from each new household that results from the Project as it currently collects from existing households on average, and (b) the same amount of miscellaneous taxes and user fees from the new business (on a per worker basis) will be collected as it collects from existing businesses.

In the case of the school district, some additional state and federal revenues are estimated on a per new school student basis consistent with historical funding levels.

Additionally, this analysis sought to estimate the additional expenditures faced by local jurisdictions to provide services to new households and new businesses. A marginal cost approach was used to calculate these additional costs.

This approach relies on two assumptions:

1. The taxing entity spends money on services for two general groups: revenues from residents and revenues from businesses.
2. The taxing entity will spend slightly less than its current average cost to provide local government services (police, fire, EMS, etc.) to (a) new residents and (b) businesses on a per worker basis.

In the case of the school district, the marginal cost to educate new students was estimated based on a portion of the school's current expenditures per student and applied to the headcount of new school students resulting from the Project.

Additionally, this analysis seeks to calculate the impact on the school district's finances from the Project by generally, and at a summary level, mimicking the district's school funding formula.

According to the Texas Education Agency, any property added to local tax rolls, and the local taxes that this generates, reduces the amount of state funding equivalent to local taxes collected for maintenance and operations. The school district retains local taxes received for debt services and the corresponding state funding is not reduced. However, according to the Texas Education Agency, the school district will receive state aid for each new child that moves to the District. The additional revenues for the school district are calculated in this analysis.

About Impact DataSource

Established in 1993, Impact DataSource is an Austin, Texas-based economic consulting firm. Impact DataSource provides high-quality economic research, specializing in economic and fiscal impact analyses. The company is highly focused on supporting economic development professionals and organizations through its consulting services and software. Impact DataSource has conducted thousands of economic impact analyses of new businesses, retention and expansion projects, developments, and activities in all industry groups throughout the U.S.

For more information on Impact DataSource, LLC and our product Impact DashBoard, please visit our website www.impactdatasource.com

AGREEMENT

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

This Agreement (the "Agreement") is made and entered into by and between the **Tomball Economic Development Corporation**, an industrial development corporation created pursuant to Tex. Rev. Civ. Stat. Ann. Art. 5190.6, Section 4B, located in Harris County, Texas (the "TEDC"), and **Cheddar's Casual Café, Inc.,** a Delaware corporation (the "Company"), 1000 Darden Center Dr., Orlando, FL 32837.

W I T N E S S E T H :

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

WHEREAS, the Company proposes to develop a 2.14-acre tract of land within the City, located at TX-249 & Alice Road, Tomball, Texas 77375 (the "Property"), more particularly described in Exhibit "A," attached hereto and made a part hereof; and

WHEREAS, the Company plans to expend over Five Million Six Hundred Thousand Dollars ($5,600,000) to construct a 6,181 square foot full-service restaurant (the "Improvements") on the site, more particularly described in Exhibit "B," attached hereto and made a part hereof; and

WHEREAS, the Company also proposes to create forty (40) new full-time and full-time equivalent ("FTE") employment positions in Tomball in conjunction with the opening of its business operations on the Property; and

WHEREAS, the TEDC agrees to provide to the Company the sum of One Hundred Sixty-Four Thousand Four Hundred and Sixty-Three Dollars ($164,463.00), or an amount equal to up to Fifteen percent (15%) of actual construction costs if less than the sum stated above, to assist in the construction of infrastructure necessary to promote and develop new business enterprises on the Property. The infrastructure found by the Board of Directors of TEDC to be required to develop the Property are certain drainage facilities and related improvements, site improvements, water, sanitary sewer, and electric, utilities to the exterior of the buildings (the "Infrastructure Improvements"), identified and described in Exhibit "C," attached hereto and made a part hereof; and

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

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

1.

The Company covenants and agrees that it will construct and maintain on the Property a 6,181 square-foot full-service restaurant (the "Improvements") identified and described in Exhibit "B," attached hereto and made a part hereof. In conjunction with the development of the Property, the Company further agrees to construct the Improvements contemplated by this

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

2.

Construction of the Improvements on the Property, including construction of the Infrastructure Improvements, must commence within 365 days from the date of this Agreement (the "Start Date"), and the Company shall notify the TEDC of such Start Date. The construction of the Improvements to the Property, including construction of the Infrastructure Improvements, shall be completed, and all necessary occupancy permits from the City shall be obtained within twenty-four (24) months from the Effective Date of this agreement. Extensions of these deadlines due to extenuating circumstances or uncontrollable delay may be granted by the Board of Directors of the TEDC at its sole discretion.

3.

The Company further covenants and agrees that the Improvements described in Paragraph 1 hereof, once completed, will be occupied and that the full-service restaurant will be maintained on the property for a term of at least five (5) years.

4.

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

5.

In consideration of the Company's representations, promises, and covenants, TEDC agrees to reimburse the Company for the actual cost of the Infrastructure Improvements up to the amount of One Hundred Sixty-Four Thousand Four Hundred and Sixty-Three Dollars ($164,463.00), or an amount equal to up to fifteen percent (15%) of actual construction costs if less than the sum stated above. The TEDC agrees to reimburse the Company for such amount within thirty (30) days of receipt of a letter from the Company requesting such payment and including: (a) certification of the costs of constructing the Infrastructure Improvements; (b) a copy of the City's occupancy permit for the Improvements to the Property; (c) verification from the City acknowledging that all necessary plats, permits, plans, and specifications have been received, reviewed, and approved; (d) certification that the Infrastructure Improvements have been constructed in accordance with the approved plans and specifications; and (e) an affidavit stating that all contractors and subcontractors providing work and/or materials in the construction of the Infrastructure Improvements have been paid and any and all liens and claims regarding such work have been released.

6.

It is understood and agreed by the parties that, in the event of a default by the Company on any of its obligations under this Agreement, the Company shall reimburse the TEDC the full amount paid to the Company by the TEDC, with interest at the rate equal to the 90-day Treasury Bill plus one-half percent (½%) per annum, within thirty (30) days after the TEDC notifies the Company of the default. It is further understood and agreed by the parties that if the Company, or any owner or lessee of the Improvements, is convicted of a violation under 8 U.S.C. Section 1324a(f), the Company will reimburse the TEDC the full amount paid to the Company, with interest at the rate equal to the 90-day Treasury Bill plus one-half percent (½%) per annum, within thirty (30) days after the TEDC notifies the Company of the violation.

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

7.

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

8.

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

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

If to Company: Olive Garden Holdings, LLC
1000 Darden Center Drive
Orlando, FL 32837
Attn: Marty Wilson
Assistant Treasurer, Cheddar's Casual Café, Inc.

9.

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

10.

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

11.

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

12.

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

13.

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

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

Cheddar's Casual Café, Inc.

By: ____________________________________
Name: Angela Simmons
Title: President

ATTEST:

By: ______________________________
Name: ______________________________
Title: ______________________________

TOMBALL ECONOMIC DEVELOPMENT CORPORATION

By: ____________________________________
Name: Lisa Covington
Title: President, Board of Directors

ATTEST:

By: _______________________________
Name: Bill Sumner
Title: Secretary, Board of Directors_______

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the _____ day of _________________ 2025, by Angela Simmons, President, Cheddar's Casual Café, Inc. 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 _19th_ day of _August___ 2025, by Lisa Covington, 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

RES A BLK 1

LSP TOMBALL DEVELOPMET R/P

Exhibit B

<u>Description of Improvements</u>

Construction of a 6,181 square foot full-service restaurant.

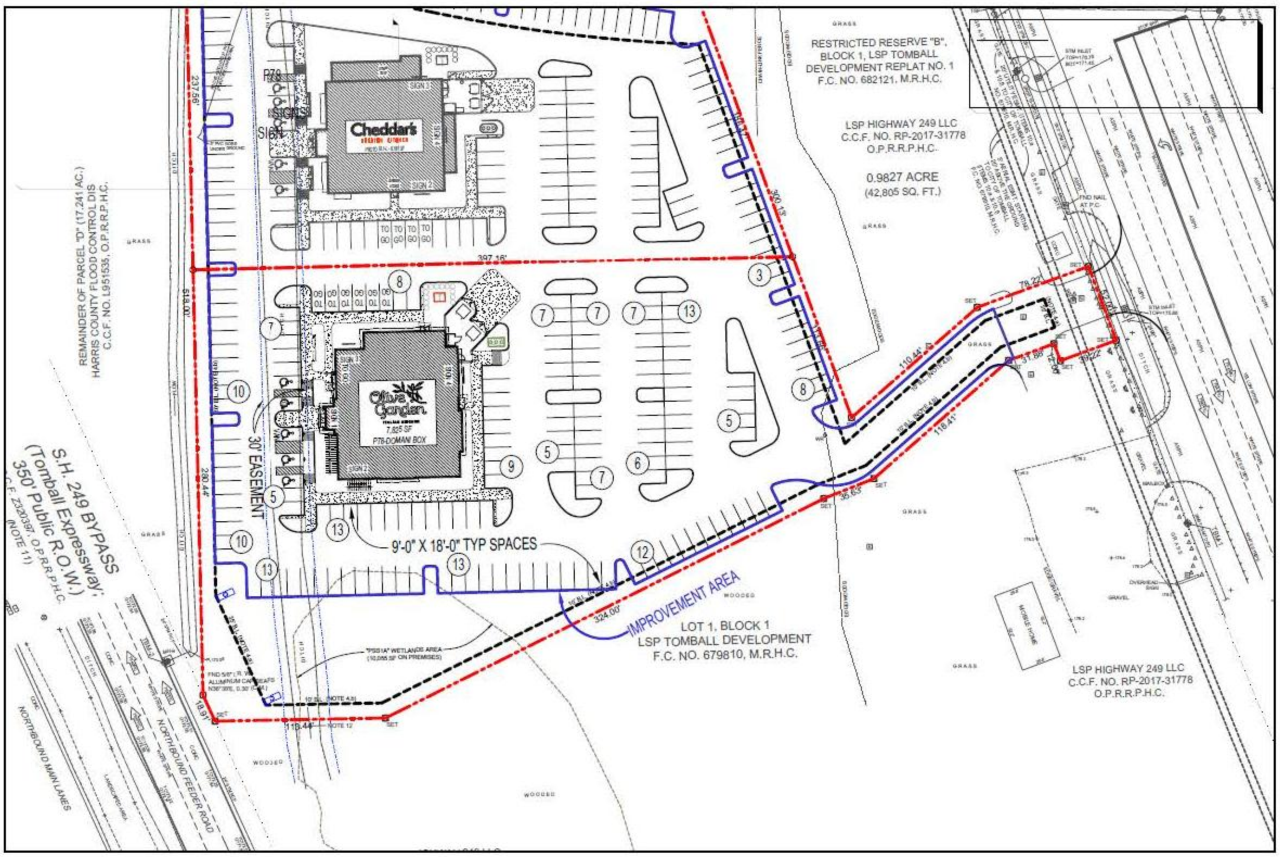


Exhibit C

Description of Infrastructure Improvements

Darden - Cheddar's - Tomball, TX
Targeted Infrastructure Grant Program

Targeted Infrastructure	Cost
Site Preparations	$ 247,190
New Public ROW	$ 359,882
Storm Drainage	$ 71,625
Sanitary Sewer	$ 73,514
Water	$ 56,133
Telecommunications/Sewer	$ 9,500
Electric	$ 144,550
Gas	$ 14,420
Other (sidewalks, curbs, concrete dumpster approach)	$ 119,606
Total	**$ 1,096,420**

Special Tomball EDC
Agenda Item
Data Sheet

Meeting Date: September 23, 2025

Topic:

Consideration and possible action by Tomball EDC, to approve, as a Project of the Corporation, an agreement with Olive Garden Holdings, LLC, to make direct incentives to, or expenditures for, assistance with infrastructure costs to be required or suitable for the promotion of new or expanded business development related to the development and construction of a full-service restaurant to be located at FM 249 and Alice Road, Tomball, Texas 77375. The estimated amount of expenditures for such Project is $219,502.00.

- Public Hearing

Background:
The Tomball Economic Development Corporation has received a request from Marty Wilson, Manager, Darden Restaurants, Inc., for assistance with infrastructure costs related to the development of a proposed full-service restaurant.

Olive Garden Holdings, LLC proposes to develop approximately 2.14 acres located at FM 249 and Alice Road, Tomball, Texas 77375. The development will consist of a 7,800 square-foot full-service restaurant. Olive Garden is part of Darden's family of restaurants, which features some of the most recognizable and successful brands of full-service dining. Their restaurants participate in the Darden Harvest program which offers an alternative to discarding food and a mechanism for getting fresh and healthy food to people who need it. The estimated capital investment for the project is $6.1 million.

The eligible infrastructure improvements include water, sanitary sewer, storm drainage, electric utilities and related site improvements totaling approximately $1,097,512.00.

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

An economic impact analysis is included with the agreement to show the impact of this project on Tomball's economy. Per the analysis, the 5-year net benefit of this project on Tomball's economy is $789,647.00.

If the agreement between the TEDC and Olive Garden Holdings, LLC is approved as a Project of the Corporation, the grant funding amount will not exceed $219,502.00, based on 20% of the actual expenditures for the eligible infrastructure improvements.

Origination: Marty Wilson, Manager, Darden Restaurants, Inc,

Recommendation: Staff recommends approval of the proposed Performance Agreement with Olive Garden Holdings, LLC

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

FUNDING (IF APPLICABLE)

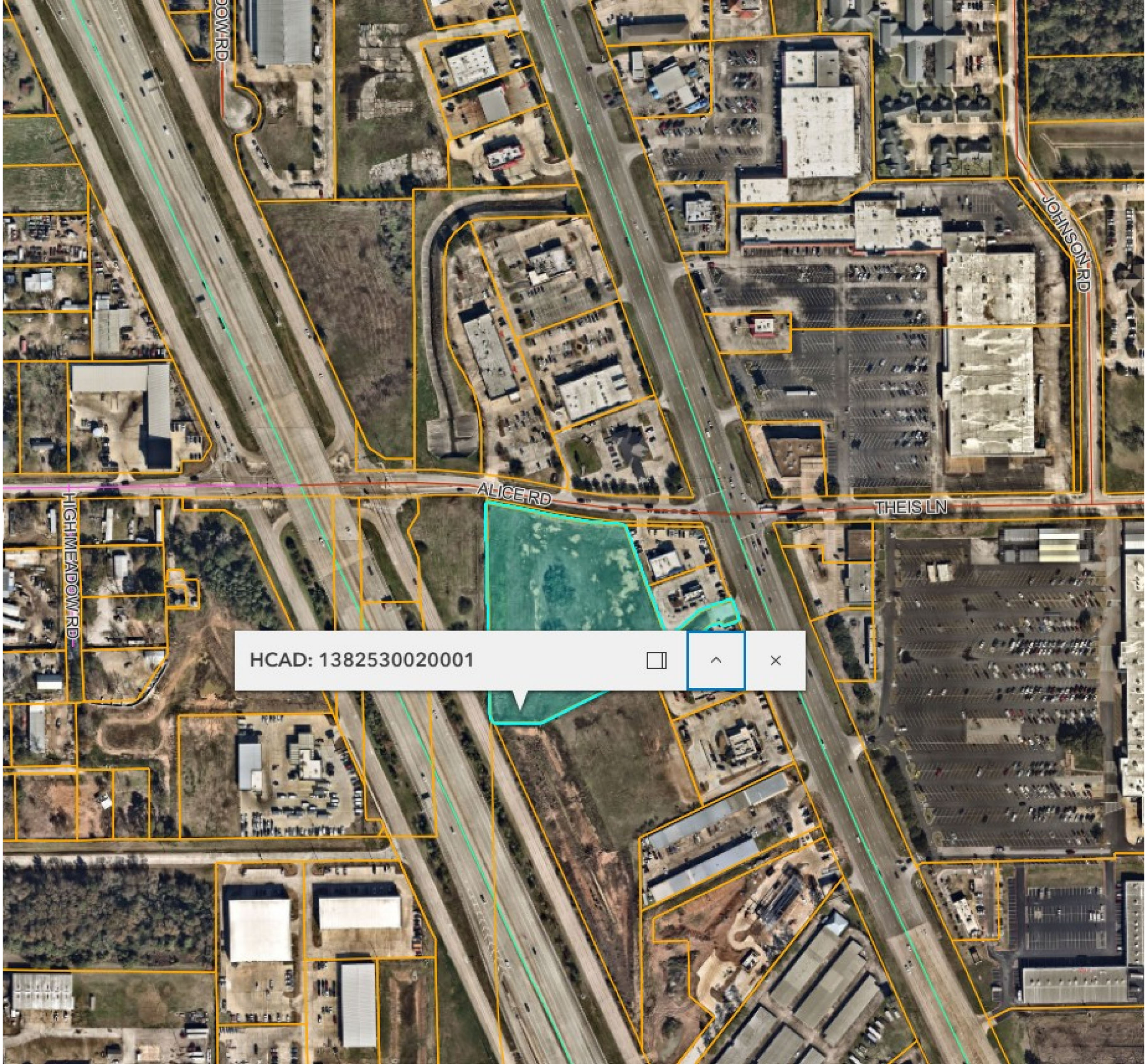
Are funds specifically designated in the current budget for the full amount required for this purpose?

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

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

Signed ____________________ Approved by ____________________

Staff Member-TEDC Date Executive Director-TEDC Date


DOW RD
JOHNSON RD
ALICE RD
THEIS LN
HIGHMEADOW RD
HCAD: 1382530020001

DARDEN

Olive Garden ▪ LongHorn Steakhouse ▪ Yard House ▪ Ruth's Chris Steak House ▪ Cheddar's Scratch Kitchen
The Capital Grille ▪ Chuy's ▪ Seasons 52 ▪ Eddie V's ▪ Bahama Breeze

August 5, 2025

Tiffani Wooten
Assistant Director
Tomball Economic Development Corporation
29201 Quinn Rd, Suite B
Tomball, Texas 77375

Re: Proposed Darden Restaurants, Inc. Development Projects

Dear Tiffani,

Thank you for allowing us to share potential expansion plans for Darden Restaurants, Inc. ("Darden") to build a new Olive Garden and Cheddar's Scratch Kitchen in Tomball, TX at FM 249 & Alice Road[1]. We are writing to request that Tomball assist Darden in its economic expansion by helping to identify local assistance that might be available to businesses such as ours. In particular, we are interested in Targeted Infrastructure Grants to assist with related infrastructure costs[2] and address associated financial hurdles[3]. Darden expects to purchase the proposed sites and complete all necessary site development and construction. However, the high development costs for both Tomball projects have created significant cost gaps that we respectfully request be addressed via incentives.

The Darden family of restaurants features some of the most recognizable and successful brands in full-service dining: Olive Garden, LongHorn Steakhouse, Cheddar's Scratch Kitchen, Ruth's Chris Steakhouse, Yard House, Chuy's. The Capital Grille, Seasons 52, Bahama Breeze, and Eddie V's. Our people equal our success, and we are proud to employ 195,000 team members in more than 2,100 restaurants. Together, we create memorable experiences for 360 million guests in hundreds of communities across North America.

Darden is committed to enhancing the quality of life in the communities where we do business through philanthropic support and volunteer involvement. Since 1995, the Darden Foundation has awarded more than $86 million in grants to hundreds of local and national nonprofit organizations, including the National Restaurant Association Educational Foundation (NRAEF), American Red Cross, and Feeding America.

Furthermore, the Darden Harvest program offers an alternative to discarding food – and a mechanism for getting fresh and healthy food to people who need it as demonstrated in the CBS News segment, "Major Chains Putting Unused Fresh Food Towards A Good Cause". Each day, across every one of our restaurants, we "harvest" surplus, wholesome food that isn't served to guests and we safely prepare it for donation. Since the program's inception, more than 145 million pounds of food – including more than 5.9 million pounds of food in fiscal 2025 alone.

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[1] A site plan of both concepts is attached hereto as Exhibit A.
[2] A list of relevant infrastructure costs is attached hereto as Exhibit B.
[3] A demonstration of the cost gap relative to other recent projects is attached hereto as Exhibit C.

Darden Harvest also diverts millions of pounds of surplus food from waste streams every year, making it a key part of our strategy to one day send zero waste to landfills. The Olive Garden and Cheddar's restaurants in nearby Spring and Cypress, TX have donated more than 27,600 pounds of food valued at over $230,000 since 2019, with the majority benefiting the National Association of Christian Churches, Familytime Crisis & Counseling Center, and New Beginnings Community Outreach.

Darden Restaurants' decision of where to locate depends on many factors. Customer base, operating costs, as well as return-on-investment are studied to make the best decision for Darden and its loyal customers. Because Tomball provides such great opportunities for businesses to expand and create new jobs, Darden is seriously considering building an Olive Garden and Cheddar's Scratch Kitchen at FM 249 & Alice Road.

The value added to Tomball resulting from Darden's expansion can be immediately measured by the economic benefit to its citizens through employment opportunities; infrastructure and building expenditures; and the aesthetic development of the location. There will be additional benefits created by any peripheral support such as the replacement of inventory, maintenance and repairs to the facility, and other support services as required.

Tomball's economic development programs were enacted to attract new businesses to invest in the community, provide means for its citizens to earn income, and promote a goal of community wealth creation and improved quality of life. We believe Darden's expansion will exceed these objectives, and for the reasons stated above, we request that Tomball consider assisting the project.

On behalf of Darden Restaurants, Inc., thank you for your time and consideration. We look forward to working with you to hopefully make Tomball's next Darden restaurant a reality. Please contact me at (407) 245-6892 or Austin Arnold with Ryan, LLC at (865) 438-0606 with any questions or concerns.

Sincerely,

Marty Wilson

Marty Wilson

Cc: Matt Lowell, Ryan LLC
Austin Arnold, Ryan LLC

Exhibit A

The image below displays the anticipated site plan for both the Olive Garden and Cheddar's Scratch Kitchen at FM 249 & Alice Road, Tomball, TX.

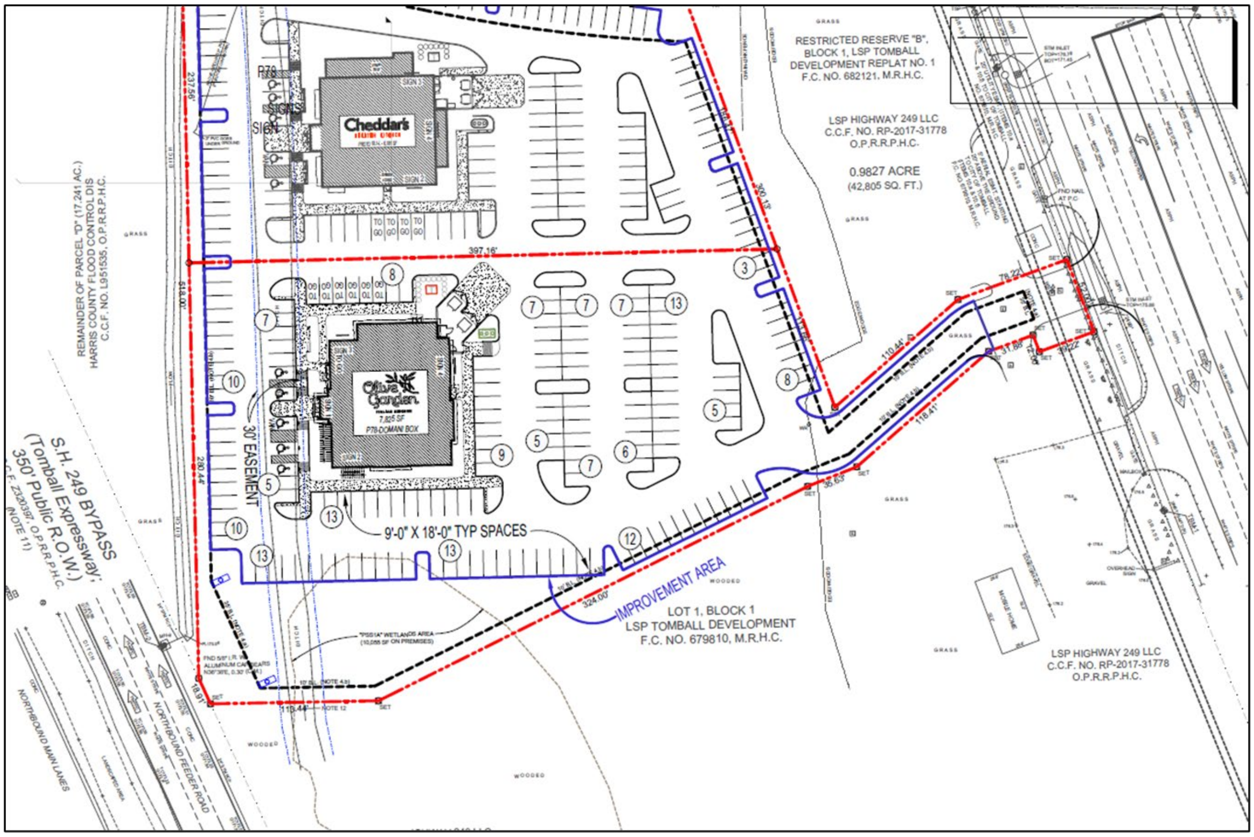


Exhibit B

The following tables provide a breakdown of the estimated infrastructure costs for each project.

Darden - Olive Garden - Tomball, TX		
Targeted Infrastructure	**Cost**	
Site Preparations	$	247,574
New Public ROW	$	359,882
Storm Drainage	$	71,625
Sanitary Sewer	$	73,514
Water	$	56,133
Telecommunications/Sewer	$	9,500
Electric	$	144,550
Gas	$	14,420
Other (sidewalks, curbs, concrete dumpster approach)	$	120,314
Total	**$**	**1,097,512**

Darden - Cheddar's - Tomball, TX		
Targeted Infrastructure	**Cost**	
Site Preparations	$	247,190
New Public ROW	$	359,882
Storm Drainage	$	71,625
Sanitary Sewer	$	73,514
Water	$	56,133
Telecommunications/Sewer	$	9,500
Electric	$	144,550
Gas	$	14,420
Other (sidewalks, curbs, concrete dumpster approach)	$	119,606
Total	**$**	**1,096,420**

Ms. Tiffani Wooten
August 5, 2025

Exhibit C

Darden is considering the purchase of the proposed sites shown in Exhibit A, with plans to complete all necessary site development and construction.

The table below compares five recent Darden projects where, as in Tomball, the Company was responsible for all site work. The estimated cost gaps for both Tomball projects present a potential barrier to development.

	Tomball, TX	Tomball, TX	Site 1	Site 2	Site 3	Site 4	Site 5
Brand	Olive Garden	Cheddar's	Olive Garden	Olive Garden	Olive Garden	Olive Garden	Cheddar's
State	TX	TX	TX	TX	TX	NC	TX
Open Year	2026	2026	2024	2024	2026	2025	2026
On-site Landlord Work	None	None	None	Rough grade site	Rough grade site	None	None
Parcel Size	2.14 acres	2.14 acres	1.76 acres	1.88 acres	1.97 acres	2.11 acres	1.94 acres
Est. Cost	$ 1,097,512	$ 1,096,420	$ 692,000	$ 906,000	$ 850,000	$ 593,000	$ 723,000

Average of Other Sites	$ 752,800
Tomball (Olive Garden) Cost Gap	$ (344,712)
Tomball (Cheddar's) Cost Gap	$ (343,620)

Olive Garden Holdings, LLC - Impact Report

Scenario 1 with Client Data

Project Type: New Construction - Retail
Industry: Food
Prepared By: Tomball EDC

Purpose & Limitations

This report presents the results of an economic and fiscal analysis undertaken by Tomball EDC using Impact DashBoard, a customized web application developed by Impact DataSource, LLC.

Impact DashBoard utilizes estimates, assumptions, and other information developed by Impact DataSource from its independent research effort detailed in a custom user guide prepared for Tomball EDC.

This report, generated by the Impact DashBoard application, has been prepared by Tomball EDC to assist economic development stakeholders in making an evaluation of the economic and fiscal impact of business activity in the community. This report does not purport to contain all of the information that may be needed to conclude such an evaluation. This report is based on a variety of assumptions and contains forward-looking statements concerning the results of operations of the subject firm. Tomball EDC made reasonable efforts to ensure that the project-specific data entered into Impact DashBoard reflects realistic estimates of future activity. Estimates of future activity involve known and unknown risks and uncertainties that could cause actual results, performance, or events to differ materially from those expressed or implied in this report.

Tomball EDC and Impact DataSource make no representation or warranty as to the accuracy or completeness of the information contained herein, and expressly disclaim any and all liability based on or relating to any information contained in, or errors or omissions from, this information or based on or relating to the use of this information.

Introduction

This report presents the results of an economic impact analysis performed using Impact DashBoard, a model developed by Impact DataSource. The report estimates the impact that a potential project will have on the local economy and estimates the costs and benefits for local taxing districts over a 10-year period.

Economic Impact Overview

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

SUMMARY OF ECONOMIC IMPACT OVER 10 YEARS IN CITY OF TOMBALL			
IMPACT	DIRECT	SPIN-OFF	TOTAL
Jobs	50.0	8.8	**58.8**
Annual Salaries/Wages	$1,768,000	$557,557	**$2,325,557**
Salaries/Wages over 10 Years	$9,200,743	$2,901,551	**$12,102,294**
Taxable Sales/Purchases in City of Tomball	$34,455,664	$36,269	**$34,491,934**

Totals may not sum due to rounding

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

SUMMARY OF POPULATION IMPACT OVER 10 YEARS IN CITY OF TOMBALL			
IMPACT	DIRECT	SPIN_OFF	TOTAL
Workers who will move to City of Tomball	1.5	0.3	**1.8**
New residents in City of Tomball	3.9	0.7	**4.6**
New residential properties constructed in City of Tomball	0.2	0.0	**0.3**
New students to attend local school district	0.8	0.1	**0.9**

Totals may not sum due to rounding

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

SUMMARY OF TAXABLE PROPERTY OVER THE FIRST 10 YEARS IN CITY OF TOMBALL							
YR.	NEW RESIDENTIAL PROPERTY	LAND	BUILDINGS...	FF&E	INVENTORIES	NON_RESIDENTIAL PROPERTY	TOTAL PROPERTY
1	$81,084	$0	$4,800,000	$1,300,000	$30,000	*$6,130,000*	**$6,211,084**
2	$82,706	$0	$4,896,000	$1,170,000	$30,600	*$6,096,600*	**$6,179,306**
3	$84,360	$0	$4,993,920	$1,040,000	$31,212	*$6,065,132*	**$6,149,492**
4	$86,047	$0	$5,093,798	$910,000	$31,836	*$6,035,635*	**$6,121,682**
5	$87,768	$0	$5,195,674	$780,000	$32,473	*$6,008,147*	**$6,095,915**
6	$89,523	$0	$5,299,588	$650,000	$0	*$5,949,588*	**$6,039,111**
7	$91,314	$0	$5,405,580	$520,000	$0	*$5,925,580*	**$6,016,893**
8	$93,140	$0	$5,513,691	$390,000	$0	*$5,903,691*	**$5,996,831**
9	$95,003	$0	$5,623,965	$260,000	$0	*$5,883,965*	**$5,978,968**
10	$96,903	$0	$5,736,444	$260,000	$0	*$5,996,444*	**$6,093,347**

Fiscal Impact Overview

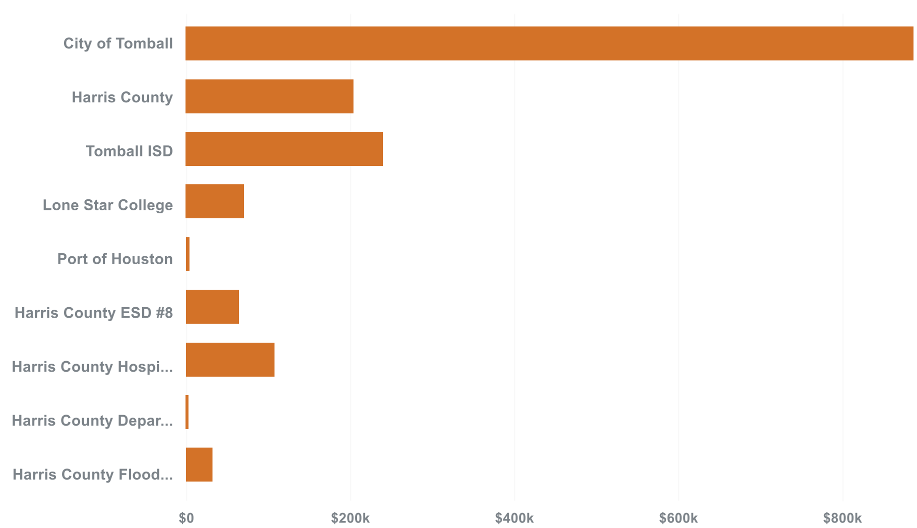
The Project will generate additional benefits and costs, a summary of which is provided below. The source of specific benefits and costs are provided in greater detail for each taxing district on subsequent pages.

FISCAL NET BENEFITS OVER THE NEXT 10 YEARS

	BENEFITS	COSTS	NET BENEFITS	PRESENT VALUE*
City of Tomball	$1,451,389	($564,440)	$886,949	$750,942
Harris County	$308,799	($104,425)	$204,374	$158,264
Tomball ISD	$648,741	($408,561)	$240,180	$185,743
Lone Star College	$70,929	$0	$70,929	$54,811
Port of Houston	$4,054	$0	$4,054	$3,133
Harris County ESD #8	$64,438	$0	$64,438	$49,795
Harris County Hospital District	$107,764	$0	$107,764	$83,276
Harris County Department of Education	$3,163	$0	$3,163	$2,445
Harris County Flood Control	$32,280	$0	$32,280	$24,945
Total	**$2,691,558**	**($1,077,426)**	**$1,614,133**	**$1,313,353**

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

Net Benefits Over the Next 10 Years



Public Support Overview

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

VALUE OF PUBLIC SUPPORT UNDER CONSIDERATION		
	NON-TAX INCENTIVE	TOTAL
City of Tomball	$219,284	$219,284
Harris County	$0	$0
Tomball ISD	$0	$0
Lone Star College	$0	$0
Port of Houston	$0	$0
Harris County ESD #8	$0	$0
Harris County Hospital District	$0	$0
Harris County Department of Education	$0	$0
Harris County Flood Control	$0	$0
Total	**$219,284**	**$219,284**

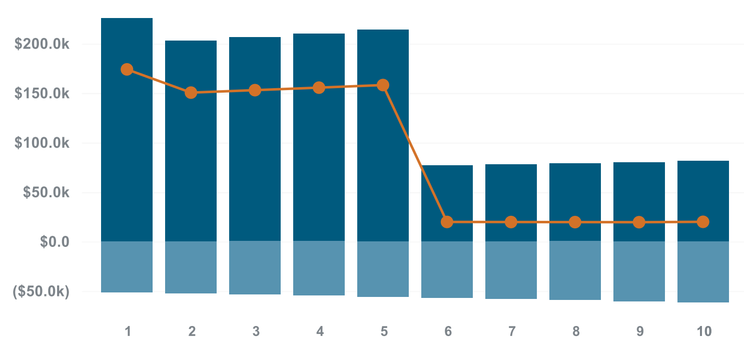
City of Tomball Fiscal Impact

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

NET BENEFITS OVER 10 YEARS: CITY OF TOMBALL			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Sales Taxes	$686,813	$3,026	$689,839
Real Property Taxes	$176,789	$0	$176,789
FF&E Property Taxes	$24,487	$0	$24,487
Inventory Property Taxes	$525	$0	$525
New Residential Property Taxes	$0	$2,986	$2,986
Hotel Occupancy Taxes	$0	$0	$0
Building Permits and Fees	$0	$0	$0
Utility Revenue	$324,112	$28,030	$352,142
Utility Franchise Fees	$18,615	$1,603	$20,218
Miscellaneous Taxes and User Fees	$169,721	$14,682	$184,402
Benefits Subtotal	**$1,401,061**	**$50,327**	**$1,451,389**
COSTS	PROJECT	HOUSEHOLDS	TOTAL
Cost of Government Services	($162,603)	($14,025)	($176,628)
Cost of Utility Services	($356,961)	($30,851)	($387,811)
Costs Subtotal	**($519,564)**	**($44,875)**	**($564,440)**
Net Benefits	**$881,497**	**$5,452**	**$886,949**

Annual Fiscal Net Benefits for City of Tomball

BENEFITS	COSTS	NET BENEFITS
$1,451,389	($564,440)	$886,949



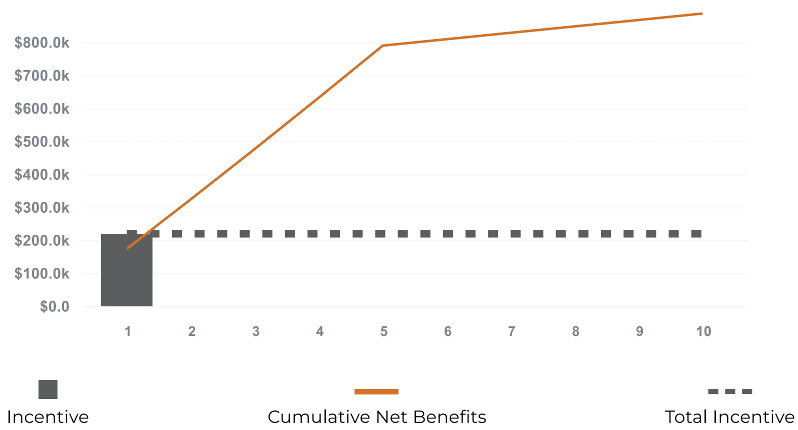
City of Tomball Public Support

Non-Tax Incentives

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

Non-Tax Incentive vs. Net Benefits for City of Tomball

$219,284	$4,386	40.4%	1.3 Yrs
Non-Tax Incentive	Per Job	Rate of Return	Payback Period

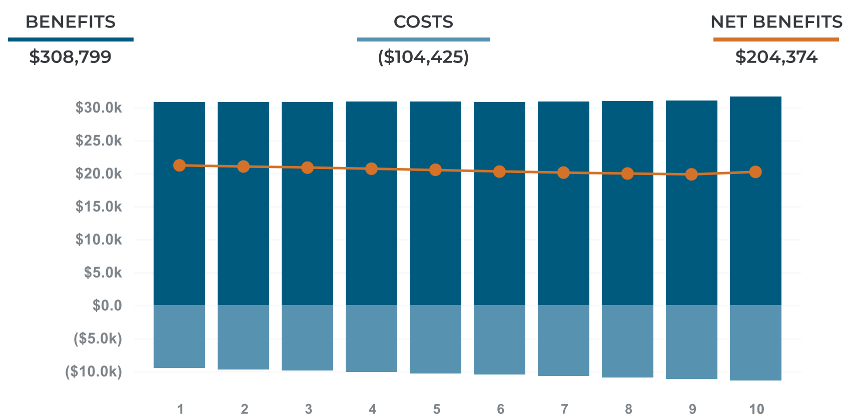


Harris County Fiscal Impact

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

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	$202,503	$0	$202,503
FF&E Property Taxes	$28,049	$0	$28,049
Inventory Property Taxes	$602	$0	$602
New Residential Property Taxes	$0	$22,825	$22,825
Hotel Occupancy Taxes	$0	$0	$0
Miscellaneous Taxes and User Fees	$30,659	$24,161	$54,820
Benefits Subtotal	**$261,813**	**$46,986**	**$308,799**
COSTS	PROJECT	HOUSEHOLDS	TOTAL
Cost of Government Services	($58,581)	($45,844)	($104,425)
Costs Subtotal	**($58,581)**	**($45,844)**	**($104,425)**
Net Benefits	**$203,232**	**$1,142**	**$204,374**

Annual Fiscal Net Benefits for Harris County

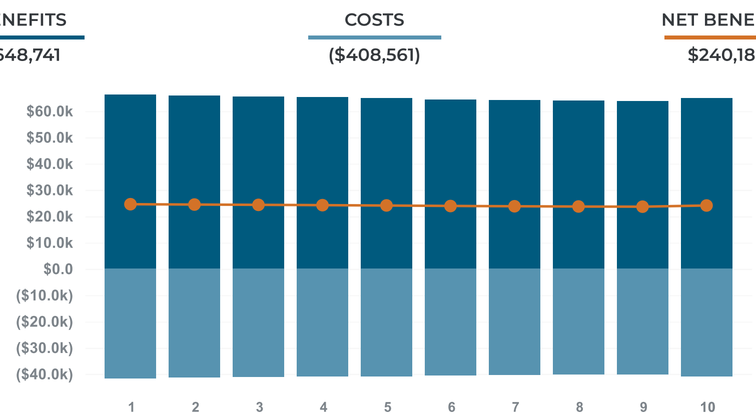


Tomball ISD Fiscal Impact

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

NET BENEFITS OVER 10 YEARS: TOMBALL ISD			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	$558,646	$0	$558,646
FF&E Property Taxes	$77,379	$0	$77,379
Inventory Property Taxes	$1,659	$0	$1,659
New Residential Property Taxes	$0	$2,623	$2,623
Addtl. State & Federal School Funding	$0	$8,434	$8,434
Benefits Subtotal	**$637,685**	**$11,057**	**$648,741**
COSTS	PROJECT	HOUSEHOLDS	TOTAL
Cost to Educate New Students	$0	($7,088)	($7,088)
Reduction in State School Funding	($399,828)	($1,645)	($401,473)
Costs Subtotal	**($399,828)**	**($8,733)**	**($408,561)**
Net Benefits	**$237,856**	**$2,324**	**$240,180**

Annual Fiscal Net Benefits for Tomball ISD



Lone Star College Fiscal Impact

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

NET BENEFITS OVER 10 YEARS: LONE STAR COLLEGE			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	$56,553	$0	$56,553
FF&E Property Taxes	$7,833	$0	$7,833
Inventory Property Taxes	$168	$0	$168
New Residential Property Taxes	$0	$6,374	$6,374
Benefits Subtotal	**$64,554**	**$6,374**	**$70,929**
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	$0	$0	$0
Costs Subtotal	**$0**	**$0**	**$0**
Net Benefits	**$64,554**	**$6,374**	**$70,929**

Annual Fiscal Net Benefits for Lone Star College

Port of Houston Fiscal Impact

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

NET BENEFITS OVER 10 YEARS: PORT OF HOUSTON			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	$3,232	$0	$3,232
FF&E Property Taxes	$448	$0	$448
Inventory Property Taxes	$10	$0	$10
New Residential Property Taxes	$0	$364	$364
Benefits Subtotal	**$3,690**	**$364**	**$4,054**
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	$0	$0	$0
Costs Subtotal	**$0**	**$0**	**$0**
Net Benefits	**$3,690**	**$364**	**$4,054**

Annual Fiscal Net Benefits for Port of Houston

Harris County ESD #8 Fiscal Impact

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

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY ESD #8			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	$51,378	$0	$51,378
FF&E Property Taxes	$7,116	$0	$7,116
Inventory Property Taxes	$153	$0	$153
New Residential Property Taxes	$0	$5,791	$5,791
Benefits Subtotal	**$58,647**	**$5,791**	**$64,438**
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	$0	$0	$0
Costs Subtotal	**$0**	**$0**	**$0**
Net Benefits	**$58,647**	**$5,791**	**$64,438**

Annual Fiscal Net Benefits for Harris County ESD #8

Harris County Hospital District Fiscal Impact

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

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY HOSPITAL DISTRICT			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	$85,923	$0	$85,923
FF&E Property Taxes	$11,901	$0	$11,901
Inventory Property Taxes	$255	$0	$255
New Residential Property Taxes	$0	$9,685	$9,685
Benefits Subtotal	**$98,079**	**$9,685**	**$107,764**
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	$0	$0	$0
Costs Subtotal	**$0**	**$0**	**$0**
Net Benefits	**$98,079**	**$9,685**	**$107,764**

Annual Fiscal Net Benefits for Harris County Hospital District

Harris County Department of Education Fiscal Impact

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

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY DEPARTMENT OF EDUCATION			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	$2,522	$0	$2,522
FF&E Property Taxes	$349	$0	$349
Inventory Property Taxes	$7	$0	$7
New Residential Property Taxes	$0	$284	$284
Benefits Subtotal	**$2,879**	**$284**	**$3,163**
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	$0	$0	$0
Costs Subtotal	**$0**	**$0**	**$0**
Net Benefits	**$2,879**	**$284**	**$3,163**

Annual Fiscal Net Benefits for Harris County Department of Education

Harris County Flood Control Fiscal Impact

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

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY FLOOD CONTROL			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	$25,738	$0	$25,738
FF&E Property Taxes	$3,565	$0	$3,565
Inventory Property Taxes	$76	$0	$76
New Residential Property Taxes	$0	$2,901	$2,901
Benefits Subtotal	**$29,379**	**$2,901**	**$32,280**
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	$0	$0	$0
Costs Subtotal	**$0**	**$0**	**$0**
Net Benefits	**$29,379**	**$2,901**	**$32,280**

Annual Fiscal Net Benefits for Harris County Flood Control

Methodology

Overview of Methodology

The Impact DashBoard model combines project-specific attributes with community data, tax rates, and assumptions to estimate the economic impact of the Project and the fiscal impact for local taxing districts over a 10-year period.

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

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

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

722511 FULL_SERVICE RESTAURANTS		CITY OF TOMBALL
Employment Multiplier	(Type II Direct Effect)	1.1762
Earnings Multiplier	(Type II Direct Effect)	1.3154

Most of the revenues estimated in this study result from calculations relying on (1) attributes of the Project, (2) assumptions to derive the value of associated taxable property or sales, and (3) local tax rates. In some cases, revenues are estimated on a per new household, per new worker, or per new school student basis.

The company or Project developer was not asked, nor could reasonably provide data for calculating some other revenues. For example, while the city will likely receive revenues from fines paid on speeding tickets given to new workers, the company does not know the propensity of its workers to speed. Therefore, some revenues are calculated using an average revenue approach.

This approach uses relies on two assumptions:

1. The taxing entity has two general revenue sources: revenues from residents and revenues from businesses.
2. The taxing entity will collect (a) about the same amount of miscellaneous taxes and user fees from each new household that results from the Project as it currently collects from existing households on average, and (b) the same amount of miscellaneous taxes and user fees from the new business (on a per worker basis) will be collected as it collects from existing businesses.

In the case of the school district, some additional state and federal revenues are estimated on a per new school student basis consistent with historical funding levels.

Additionally, this analysis sought to estimate the additional expenditures faced by local jurisdictions to provide services to new households and new businesses. A marginal cost approach was used to calculate these additional costs.

This approach relies on two assumptions:

1. The taxing entity spends money on services for two general groups: revenues from residents and revenues from businesses.
2. The taxing entity will spend slightly less than its current average cost to provide local government services (police, fire, EMS, etc.) to (a) new residents and (b) businesses on a per worker basis.

In the case of the school district, the marginal cost to educate new students was estimated based on a portion of the school's current expenditures per student and applied to the headcount of new school students resulting from the Project.

Additionally, this analysis seeks to calculate the impact on the school district's finances from the Project by generally, and at a summary level, mimicking the district's school funding formula.

According to the Texas Education Agency, any property added to local tax rolls, and the local taxes that this generates, reduces the amount of state funding equivalent to local taxes collected for maintenance and operations. The school district retains local taxes received for debt services and the corresponding state funding is not reduced. However, according to the Texas Education Agency, the school district will receive state aid for each new child that moves to the District. The additional revenues for the school district are calculated in this analysis.

About Impact DataSource

Established in 1993, Impact DataSource is an Austin, Texas-based economic consulting firm. Impact DataSource provides high-quality economic research, specializing in economic and fiscal impact analyses. The company is highly focused on supporting economic development professionals and organizations through its consulting services and software. Impact DataSource has conducted thousands of economic impact analyses of new businesses, retention and expansion projects, developments, and activities in all industry groups throughout the U.S.

For more information on Impact DataSource, LLC and our product Impact DashBoard, please visit our website www.impactdatasource.com

AGREEMENT

THE STATE OF TEXTAS §
§ 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 **Olive Garden Holdings, LLC, a Florida limited liability company** (the "Company"), 1000 Darden Center Dr., Orlando, FL 32837.

W I T N E S S E T H :

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

WHEREAS, the Company proposes to develop a 2.14-acre tract of land within the City, located at TX-249 & Alice Road, Tomball, Texas 77375 (the "Property"), more particularly described in Exhibit "A," attached hereto and made a part hereof; and

WHEREAS, the Company plans to expend over Six Million One Hundred Thousand Dollars ($6,100,000) to construct a 7,800 square foot full-service restaurant (the "Improvements") on the site, more particularly described in Exhibit "B," attached hereto and made a part hereof; and

WHEREAS, the Company also proposes to create fifty (50) new full-time and full-time equivalent ("FTE") employment positions in Tomball in conjunction with the opening of its business operations on the Property; and

WHEREAS, the TEDC agrees to provide to the Company the sum of Two Hundred Nineteen Thousand Five Hundred and Two Dollars ($219,502.00), or an amount equal to up to Twenty percent (20%) of actual construction costs if less than the sum stated above, to assist in the construction of infrastructure necessary to promote and develop new business enterprises on the Property. The infrastructure found by the Board of Directors of TEDC to be required to develop the Property are certain drainage facilities and related improvements, site improvements, water, sanitary sewer, and electric, utilities to the exterior of the buildings (the "Infrastructure Improvements"), identified and described in Exhibit "C," attached hereto and made a part hereof; and

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

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

1.

The Company covenants and agrees that it will construct and maintain on the Property a 7,800 square-foot full-service restaurant (the "Improvements") identified and described in Exhibit "B," attached hereto and made a part hereof. In conjunction with the development of the Property, the Company further agrees to construct the Improvements contemplated by this

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

2.

Construction of the Improvements on the Property, including construction of the Infrastructure Improvements, must commence within 365 days from the date of this Agreement (the "Start Date"), and the Company shall notify the TEDC of such Start Date. The construction of the Improvements to the Property, including construction of the Infrastructure Improvements, shall be completed, and all necessary occupancy permits from the City shall be obtained within twenty-four (24) months from the Effective Date of this agreement. Extensions of these deadlines due to extenuating circumstances or uncontrollable delay may be granted by the Board of Directors of the TEDC at its sole discretion.

3.

The Company further covenants and agrees that the Improvements described in Paragraph 1 hereof, one completed, will be occupied and that the full-service restaurant will be maintained on the property for a term of at least five (5) years.

4.

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

5.

In consideration of the Company's representations, promises, and covenants, TEDC agrees to reimburse the Company for the actual cost of the Infrastructure Improvements up to the amount of Two Hundred Nineteen Thousand Five Hundred and Two Dollars ($219,502.00), or an amount equal to up to twenty percent (20%) of actual construction costs if less than the sum stated above. The TEDC agrees to reimburse the Company for such amount within thirty (30) days of receipt of a letter from the Company requesting such payment and including: (a) certification of the costs of constructing the Infrastructure Improvements; (b) a copy of the City's occupancy permit for the Improvements to the Property; (c) verification from the City acknowledging that all necessary plats, permits, plans, and specifications have been received, reviewed, and approved; (d) certification that the Infrastructure Improvements have been constructed in accordance with the approved plans and specifications; and (e) an affidavit stating that all contractors and subcontractors providing work and/or materials in the construction of the Infrastructure Improvements have been paid and any and all liens and claims regarding such work have been released.

6.

It is understood and agreed by the parties that, in the event of a default by the Company on any of its obligations under this Agreement, the Company shall reimburse the TEDC the full amount paid to the Company by the TEDC, with interest at the rate equal to the 90-day Treasury Bill plus one-half percent (½%) per annum, within thirty (30) days after the TEDC notifies the Company of the default. It is further understood and agreed by the parties that if the Company, or any owner or lessee of the Improvements, is convicted of a violation under 8 U.S.C. Section 1324a(f), the Company will reimburse the TEDC the full amount paid to the Company, with interest at the rate equal to the 90-day Treasury Bill plus one-half percent (½%) per annum, within thirty (30) days after the TEDC notifies the Company of the violation.

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

7.

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

8.

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

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

If to Company: Olive Garden Holdings, LLC
1000 Darden Center Drive
Orlando, FL 32837
Attn: Marty Wilson
Assistant Treasurer, Olive Garden Holdings, LLC

9.

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

10.

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

11.

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

12.

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

13.

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

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

Olive Garden Holdings, LLC

By: ____________________________________
Name: Angela Simmons
Title: Senior Vice President, Corporate Tax

ATTEST:

By: ______________________________
Name: ______________________________
Title: ______________________________

TOMBALL ECONOMIC DEVELOPMENT CORPORATION

By: ____________________________________
Name: Lisa Covington
Title: President, Board of Directors

ATTEST:

By: ________________________________
Name: Bill Sumner
Title: Secretary, Board of Directors_______

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the _____ day of ________________ 2025, by Angela Simmons, Senior Vice President, Corporate Tax, Olive Garden Holdings, LLC for and on behalf of said company.

____
Notary Public in and for the State of Texas

My Commission Expires: __________

(SEAL)

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the _19th_ day of _August___ 2025, by Lisa Covington, 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

RES A BLK 1

LSP TOMBALL DEVELOPMET R/P

Exhibit B

Description of Improvements

Construction of a 7,800 square foot full-service restaurant.

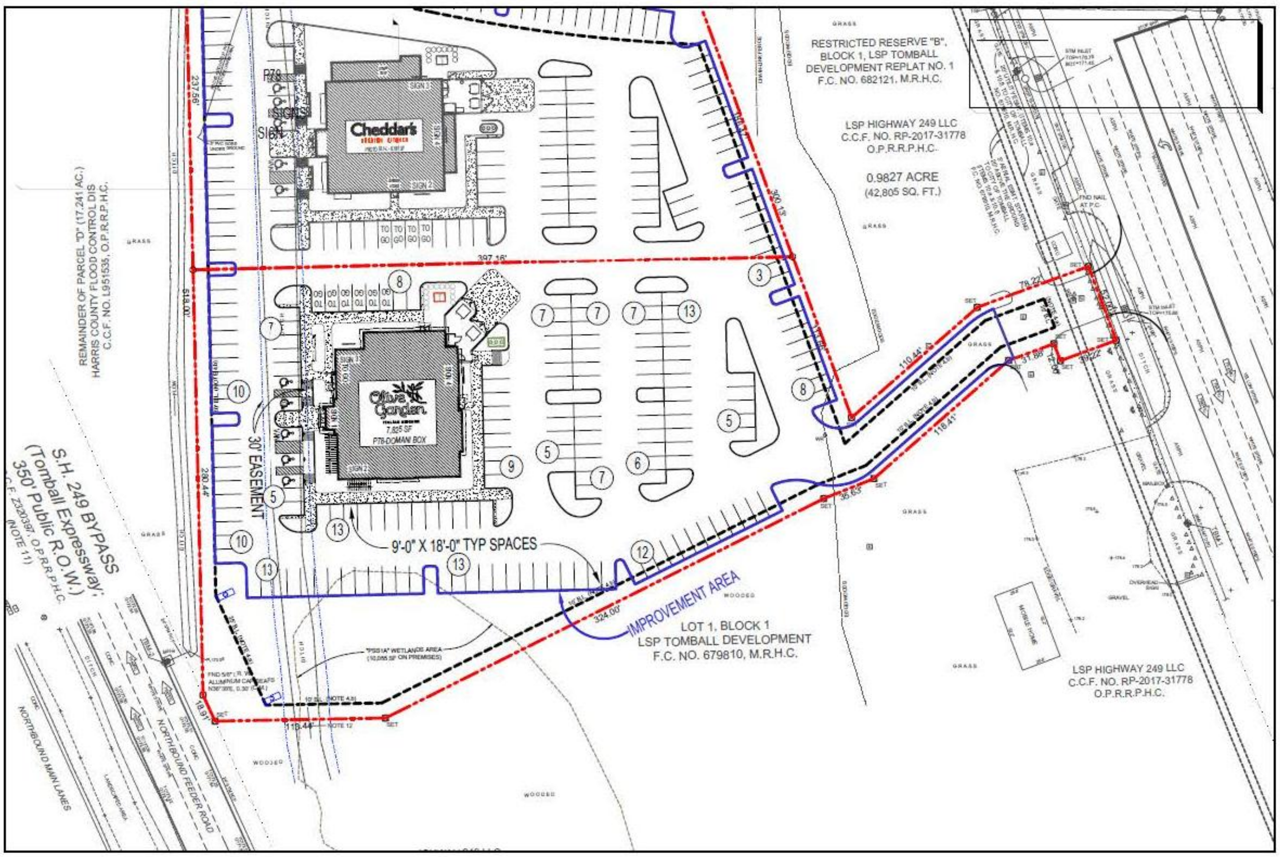


Exhibit C

Description of Infrastructure Improvements

Darden - Olive Garden - Tomball, TX
Targeted Infrastructure Grant Program

Targeted Infrastructure	Cost
Site Preparations	$ 247,574
New Public ROW	$ 359,882
Storm Drainage	$ 71,625
Sanitary Sewer	$ 73,514
Water	$ 56,133
Telecommunications/Sewer	$ 9,500
Electric	$ 144,550
Gas	$ 14,420
Other (sidewalks, curbs, concrete dumpster approach)	$ 120,314
Total	**$ 1,097,512**

Special Tomball EDC
Agenda Item
Data Sheet

Meeting Date: September 23, 2025

Topic:

Consideration and possible action by Tomball EDC, to approve, as a Project of the Corporation, an agreement with CSE W-Industries, Inc., to make direct incentives to, or expenditures for, the creation or retention of primary jobs associated with the development of a corporate headquarters facility, to be located at the NEC of 2920 and 2978, Tomball, Texas 77377. The estimated amount of expenditures for such Project is $660,000.00.

- Public Hearing

Background:

CSE W-Industries has been in business for over 40 years and is a fully integrated service provider of technology and engineered system solutions, specializing in Automation, I&E Construction Services, Packaged Equipment and Power Generation. They design and manufacture chemical injection systems and lead the charge in advanced electrification solutions.

Donnie Smith, President & CEO, CSE W-Industries, Inc indicates in his request letter that over the past four years their company has experienced substantial growth and currently has several leased locations across the Greater Houston Area. The company has done a thorough site selection process and has identified the 72.8 acres located at the northeast corner of Hwy 2920 and FM 2978 as an ideal location for their multi-phase campus.

The new campus will serve as their consolidated manufacturing and production facility and Corporate Headquarters and will be constructed in phases. Upon completion of all phases, the proposed development will consist of approximately 500,000 square feet of manufacturing and warehouse space, and around 55,000 square feet of office space. The company plans to invest more than $80 million in capital expenditure over the next five years for this project.

For Phase I**:** The company plans to construct an approximately 150,000 square-foot office warehouse and to create 300 full-time employees. The estimated capital investment of Phase 1 of this project is over $39,900,000.00.

An economic impact analysis for Phase 1 Only is included with the agreement to show the impact of this project phase on Tomball's economy. Per the analysis, the 5-year net benefit of this project on Tomball's economy is over $2.2M. The proposed incentive is $660,000.00, based upon $2,200.00 per job relocated/created.

Origination: Donnie Smith, President & CEO, CSE W-Industries, Inc.

Recommendation: Staff recommends approval of the proposed Performance Agreement with CSE W-Industries, Inc.

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

FUNDING (IF APPLICABLE)

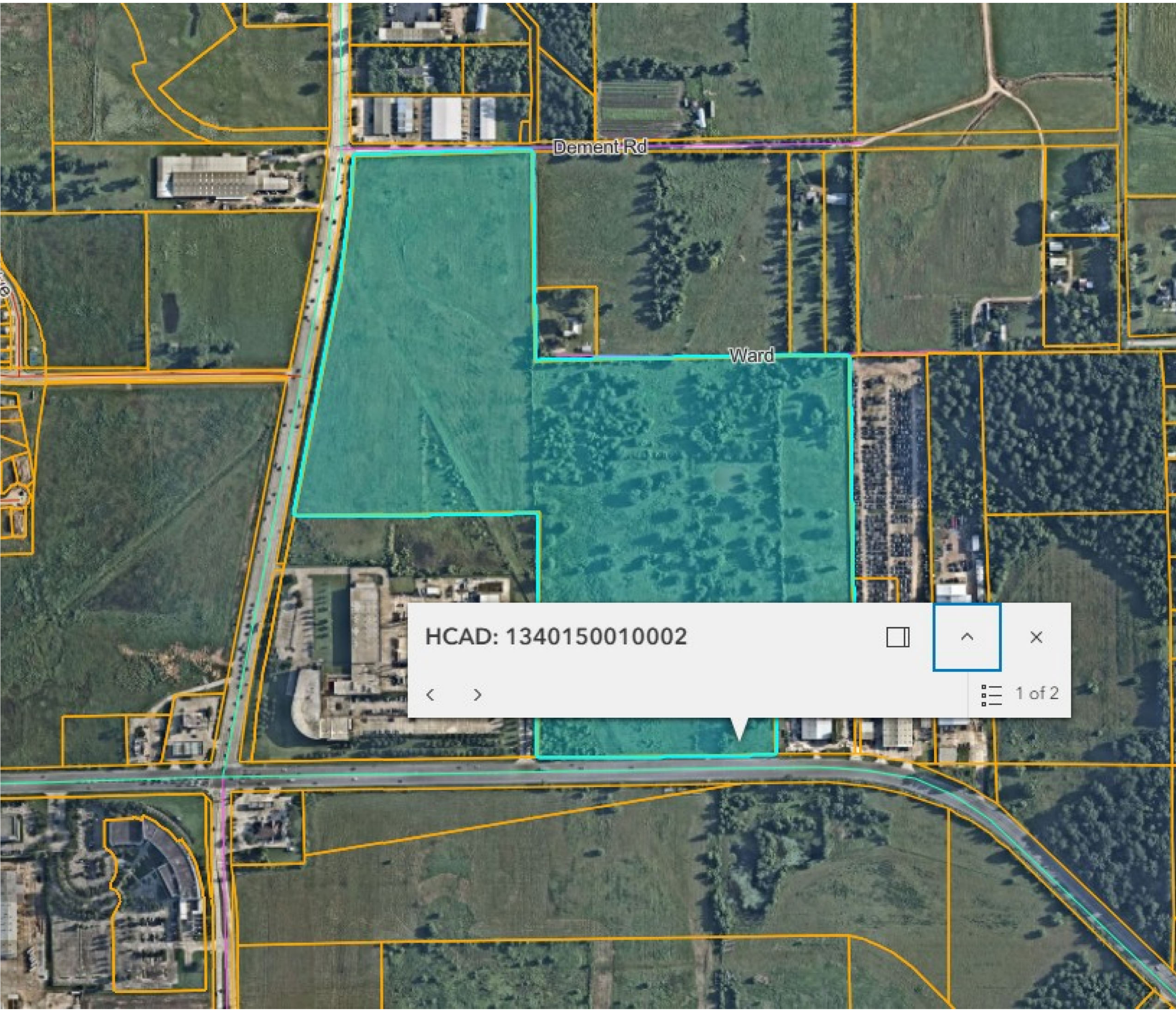
Are funds specifically designated in the current budget for the full amount required for this purpose?

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

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

Signed ______________________ Approved by ______________________

Staff Member-TEDC Date Executive Director-TEDC Date


Dement Rd
Ward
HCAD: 1340150010002
1 of 2

W-INDUSTRIES

Date: September 8, 2025

To: Tiffani Wooten
Assistant Director
Tomball Economics Development Corporation
29201 Quinn Road, Suite B
Tomball, TX 77375
TWooten@tomballtxedc.org

Re: Request for Grant – W-Industries Campus Development in Tomball

Dear Tiffani,

On behalf of CSE W-Industries, Inc., we respectfully request the support of the Tomball Economic Development Corporation and the Tomball City Council for our proposed campus development in the city of Tomball. This new campus will serve as our consolidated manufacturing and production facility, bringing together our current stand-alone operations under one roof. This support is a key factor in our final decision to purchase land and relocate our operations to Tomball.

W-Industries is a fully integrated service provider of technology and engineered system solutions, specializing in Automation, I&E Construction Services, Packaged Equipment and Power Generation. Our expertise spans the entire spectrum of system technologies — from pneumatic and hydraulic control systems to state-of-the-art programmable automation. We also design and manufacture chemical injection systems and lead the charge in advanced electrification solutions, including low and medium voltage systems; Conventional and arc-resistant equipment; Power Distribution Centers (PDCs); Electrical Equipment Centers (EECs); Remote Instrument Enclosures (RIEs); Blast-resistant enclosures.

Over the past four years, our company has experienced substantial and sustained growth, leading to a strategic decision to expand our operational footprint within the Greater Houston area. This next phase of development is driven by the need for a larger, more integrated facility capable of supporting increased demand, streamlining operations, and enhancing efficiency across all business units.

As part of our global strategy, the company is actively expanding its capacity in the United States to better serve our U.S.-based clients, including **Oxy, Chevron, Total, BP, Venture Global, Air Liquide, Bechtel, TechnipFMC, LLOG, and Tullow,** just to name a few. Establishing a strong, centralized base of operations in the Houston region will enable us to deliver greater responsiveness, closer collaboration, and enhanced logistical support to these and other valued partners.

Following a thorough site selection process, we have identified Tomball as the ideal location for this expansion. We are currently in the final stages of negotiating the purchase of approximately 72.8 acres at the northeast corner of Highway 2920 and FM 2978. The proposed development will include approximately **500,000 square feet** of manufacturing and warehouse space, and **around 55,000 square feet** of office space. This multipurpose-built facility will significantly enhance our production capacity, operational integration, and future scalability.

W-INDUSTRIES

To bring this vision to life, the company plans to invest more than **$80 million** in capital expenditure over the next **five years**. This investment includes:

- **$11.9 million** allocated for land acquisition
- **$62 million** for buildings and real property improvements
- **$7 million** dedicated to equipment, furniture, and fixtures

Phase 1 of the project—breaking ground on the first office, shop, and warehouse building—is anticipated to begin in **January 2026**, with **operations targeted to launch in July 2027**.

The anticipated cost for **Phase 1**:
- **$11.9 million dollars** - 72.8 acres of land
- **$25 million dollars** - Buildings & Real property improvements
- **$3 million dollars** - FFE (Furniture, Fixtures, Equipment)

Upon completion of **Phase 1**, the company plans to create **300 full-time equivalent jobs**, contributing significantly to the regional economy. These positions will support a wide range of operational functions and will carry an **average annual payroll of $20 million.**

Phases 2 and 3, that will include buildout of **two additional office/shop/warehouse buildings (approx. 345,000 square feet total)** are tentatively planned for future development between **2027 and 2031** and expected to bring **additional 350 and 350 jobs**, respectively. This will result in a total projected job creation of **1,000 full-time positions** upon full buildout.

This expansion represents a major milestone in our company's growth strategy and reaffirms our commitment to innovation, operational excellence, and long-term investment in the Greater Houston region. We believe this project will bring significant economic and workforce benefits to Tomball, and we are excited about the opportunity to grow within such a vibrant and business-friendly community.

As the company finalizes its decision, we are very grateful for the support and encouragement of the **Economic Development Corporation and City Council**. Thank you for your consideration of this request and for your continued partnership as we plan for this exciting next chapter.

Sincerely,

Donnie Smith

Donnie Smith
President & CEO
CSE W-Industries, Inc.
Donnie_Smith@W-Industries.com

TOMBALL
ECONOMIC DEVELOPMENT CORP.

W-Industries - Impact Report

Copy of Scenario 2 with Client Data

Project Type: New Construction - Industrial
Industry: Energy
Prepared By: Tomball EDC

Purpose & Limitations

This report presents the results of an economic and fiscal analysis undertaken by Tomball EDC using Impact DashBoard, a customized web application developed by Impact DataSource, LLC.

Impact DashBoard utilizes estimates, assumptions, and other information developed by Impact DataSource from its independent research effort detailed in a custom user guide prepared for Tomball EDC.

This report, generated by the Impact DashBoard application, has been prepared by Tomball EDC to assist economic development stakeholders in making an evaluation of the economic and fiscal impact of business activity in the community. This report does not purport to contain all of the information that may be needed to conclude such an evaluation. This report is based on a variety of assumptions and contains forward-looking statements concerning the results of operations of the subject firm. Tomball EDC made reasonable efforts to ensure that the project-specific data entered into Impact DashBoard reflects realistic estimates of future activity. Estimates of future activity involve known and unknown risks and uncertainties that could cause actual results, performance, or events to differ materially from those expressed or implied in this report.

Tomball EDC and Impact DataSource make no representation or warranty as to the accuracy or completeness of the information contained herein, and expressly disclaim any and all liability based on or relating to any information contained in, or errors or omissions from, this information or based on or relating to the use of this information.

Introduction

This report presents the results of an economic impact analysis performed using Impact DashBoard, a model developed by Impact DataSource. The report estimates the impact that a potential project will have on the local economy and estimates the costs and benefits for local taxing districts over a 10-year period.

Economic Impact Overview

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

SUMMARY OF ECONOMIC IMPACT OVER 10 YEARS IN CITY OF TOMBALL			
IMPACT	DIRECT	SPIN-OFF	TOTAL
Jobs	300.0	263.2	**563.2**
Annual Salaries/Wages	$24,000,000	$11,719,596	**$35,719,596**
Salaries/Wages over 10 Years	$127.42M	$62,220,927	**$189.64M**
Taxable Sales/Purchases in City of Tomball	$65,462,842	$777,762	**$66,240,603**

Totals may not sum due to rounding

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

SUMMARY OF POPULATION IMPACT OVER 10 YEARS IN CITY OF TOMBALL			
IMPACT	DIRECT	SPIN_OFF	TOTAL
Workers who will move to City of Tomball	9.0	7.9	**16.9**
New residents in City of Tomball	23.4	20.5	**43.9**
New residential properties constructed in City of Tomball	1.3	1.2	**2.5**
New students to attend local school district	4.5	3.9	**8.4**

Totals may not sum due to rounding

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

SUMMARY OF TAXABLE PROPERTY OVER THE FIRST 10 YEARS IN CITY OF TOMBALL							
YR.	NEW RESIDENTIAL PROPERTY	LAND	BUILDINGS...	FF&E	INVENTORIES	NON_RESIDENTIAL PROPERTY	TOTAL PROPERTY
1	$776,533	$11,900,000	$25,000,000	$3,000,000	$10,000,000	*$49,900,000*	**$50,676,533**
2	$792,063	$12,138,000	$25,500,000	$2,700,000	$11,000,000	*$51,338,000*	**$52,130,063**
3	$807,905	$12,380,760	$26,010,000	$2,400,000	$12,100,000	*$52,890,760*	**$53,698,665**
4	$824,063	$12,628,375	$26,530,200	$2,100,000	$13,310,000	*$54,568,575*	**$55,392,638**
5	$840,544	$12,880,943	$27,060,804	$1,800,000	$14,641,000	*$56,382,747*	**$57,223,291**
6	$857,355	$13,138,562	$27,602,020	$1,500,000	$0	*$42,240,582*	**$43,097,936**
7	$874,502	$13,401,333	$28,154,060	$1,200,000	$0	*$42,755,393*	**$43,629,895**
8	$891,992	$13,669,359	$28,717,142	$900,000	$0	*$43,286,501*	**$44,178,493**
9	$909,832	$13,942,747	$29,291,485	$600,000	$0	*$43,834,231*	**$44,744,063**
10	$928,028	$14,221,602	$29,877,314	$600,000	$0	*$44,698,916*	**$45,626,944**

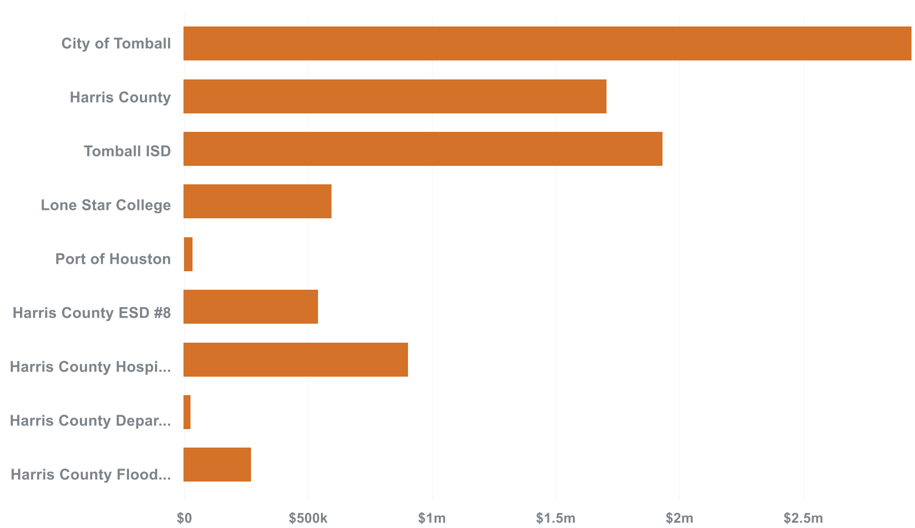
Fiscal Impact Overview

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

FISCAL NET BENEFITS OVER THE NEXT 10 YEARS				
	BENEFITS	COSTS	NET BENEFITS	PRESENT VALUE*
City of Tomball	$6,485,570	($3,547,151)	$2,938,419	$2,414,402
Harris County	$2,615,175	($908,660)	$1,706,515	$1,332,629
Tomball ISD	$5,228,423	($3,295,538)	$1,932,885	$1,506,829
Lone Star College	$595,991	$0	$595,991	$463,655
Port of Houston	$34,065	$0	$34,065	$26,501
Harris County ESD #8	$541,455	$0	$541,455	$421,228
Harris County Hospital District	$905,508	$0	$905,508	$704,445
Harris County Department of Education	$26,581	$0	$26,581	$20,679
Harris County Flood Control	$271,243	$0	$271,243	$211,015
Total	**$16,704,012**	**($7,751,350)**	**$8,952,662**	**$7,101,383**

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

Net Benefits Over the Next 10 Years



Public Support Overview

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

VALUE OF PUBLIC SUPPORT UNDER CONSIDERATION		
	NON-TAX INCENTIVE	TOTAL
City of Tomball	$666,000	$666,000
Harris County	$0	$0
Tomball ISD	$0	$0
Lone Star College	$0	$0
Port of Houston	$0	$0
Harris County ESD #8	$0	$0
Harris County Hospital District	$0	$0
Harris County Department of Education	$0	$0
Harris County Flood Control	$0	$0
Total	**$666,000**	**$666,000**

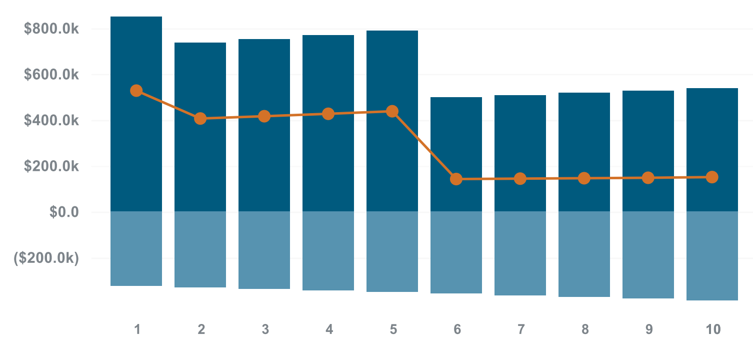
City of Tomball Fiscal Impact

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

NET BENEFITS OVER 10 YEARS: CITY OF TOMBALL			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Sales Taxes	$1,277,402	$47,410	$1,324,812
Real Property Taxes	$1,359,065	$0	$1,359,065
FF&E Property Taxes	$56,509	$0	$56,509
Inventory Property Taxes	$205,354	$0	$205,354
New Residential Property Taxes	$0	$28,600	$28,600
Hotel Occupancy Taxes	$12,147	$0	$12,147
Building Permits and Fees	$0	$0	$0
Utility Revenue	$1,944,670	$268,442	$2,213,112
Utility Franchise Fees	$111,687	$15,355	$127,043
Miscellaneous Taxes and User Fees	$1,018,324	$140,604	$1,158,928
Benefits Subtotal	**$5,985,159**	**$500,411**	**$6,485,570**
COSTS	PROJECT	HOUSEHOLDS	TOTAL
Cost of Government Services	($975,620)	($134,313)	($1,109,934)
Cost of Utility Services	($2,141,765)	($295,453)	($2,437,218)
Costs Subtotal	**($3,117,386)**	**($429,766)**	**($3,547,151)**
Net Benefits	**$2,867,773**	**$70,645**	**$2,938,419**

Annual Fiscal Net Benefits for City of Tomball

BENEFITS	COSTS	NET BENEFITS
$6,485,570	($3,547,151)	$2,938,419



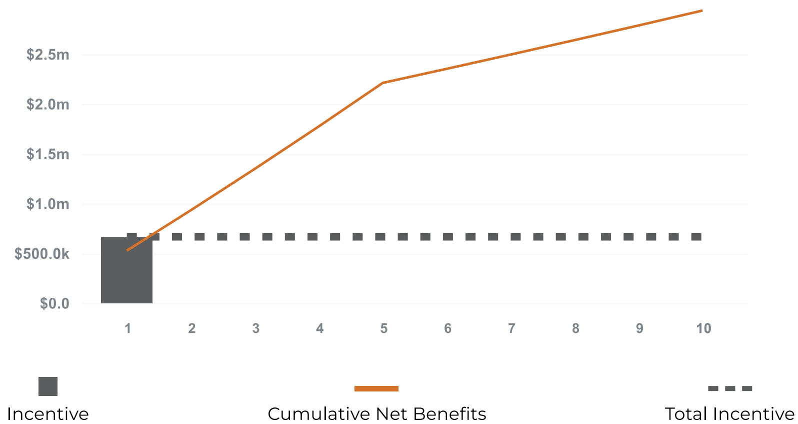
City of Tomball Public Support

Non-Tax Incentives

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

Non-Tax Incentive vs. Net Benefits for City of Tomball

$666,000	$2,220	44.1%	1.3 Yrs
Non-Tax Incentive	Per Job	Rate of Return	Payback Period

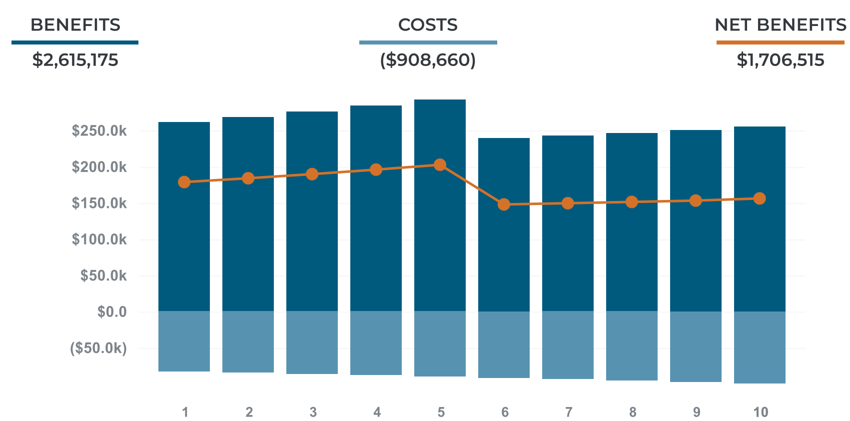


Harris County Fiscal Impact

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

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	$1,556,744	$0	$1,556,744
FF&E Property Taxes	$64,729	$0	$64,729
Inventory Property Taxes	$235,223	$0	$235,223
New Residential Property Taxes	$0	$277,408	$277,408
Hotel Occupancy Taxes	$3,470	$0	$3,470
Miscellaneous Taxes and User Fees	$183,955	$293,646	$477,601
Benefits Subtotal	**$2,044,122**	**$571,054**	**$2,615,175**
COSTS	PROJECT	HOUSEHOLDS	TOTAL
Cost of Government Services	($351,486)	($557,174)	($908,660)
Costs Subtotal	**($351,486)**	**($557,174)**	**($908,660)**
Net Benefits	**$1,692,636**	**$13,879**	**$1,706,515**

Annual Fiscal Net Benefits for Harris County

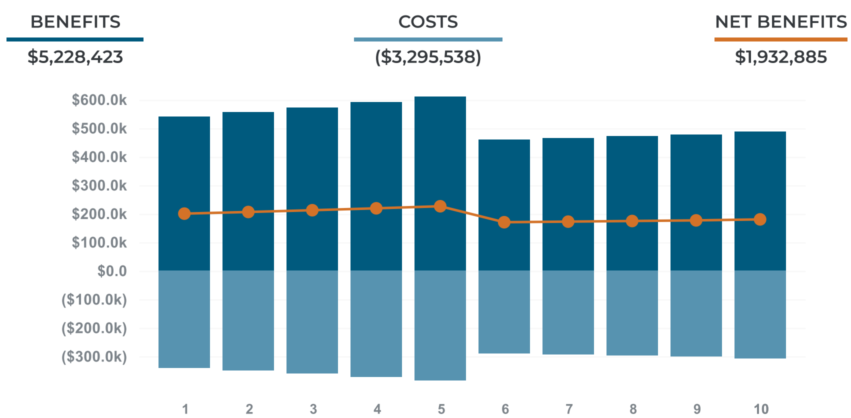


Tomball ISD Fiscal Impact

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

NET BENEFITS OVER 10 YEARS: TOMBALL ISD			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	$4,294,591	$0	$4,294,591
FF&E Property Taxes	$178,567	$0	$178,567
Inventory Property Taxes	$648,911	$0	$648,911
New Residential Property Taxes	$0	$25,233	$25,233
Addtl. State & Federal School Funding	$0	$81,120	$81,120
Benefits Subtotal	**$5,122,069**	**$106,353**	**$5,228,423**
COSTS	PROJECT	HOUSEHOLDS	TOTAL
Cost to Educate New Students	$0	($68,179)	($68,179)
Reduction in State School Funding	($3,211,538)	($15,821)	($3,227,359)
Costs Subtotal	**($3,211,538)**	**($84,001)**	**($3,295,538)**
Net Benefits	**$1,910,532**	**$22,353**	**$1,932,885**

Annual Fiscal Net Benefits for Tomball ISD



Lone Star College Fiscal Impact

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

NET BENEFITS OVER 10 YEARS: LONE STAR COLLEGE			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	$434,752	$0	$434,752
FF&E Property Taxes	$18,077	$0	$18,077
Inventory Property Taxes	$65,691	$0	$65,691
New Residential Property Taxes	$0	$77,472	$77,472
Benefits Subtotal	**$518,520**	**$77,472**	**$595,991**
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	$0	$0	$0
Costs Subtotal	**$0**	**$0**	**$0**
Net Benefits	**$518,520**	**$77,472**	**$595,991**

Annual Fiscal Net Benefits for Lone Star College

Port of Houston Fiscal Impact

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

NET BENEFITS OVER 10 YEARS: PORT OF HOUSTON			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	$24,849	$0	$24,849
FF&E Property Taxes	$1,033	$0	$1,033
Inventory Property Taxes	$3,755	$0	$3,755
New Residential Property Taxes	$0	$4,428	$4,428
Benefits Subtotal	**$29,637**	**$4,428**	**$34,065**
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	$0	$0	$0
Costs Subtotal	**$0**	**$0**	**$0**
Net Benefits	**$29,637**	**$4,428**	**$34,065**

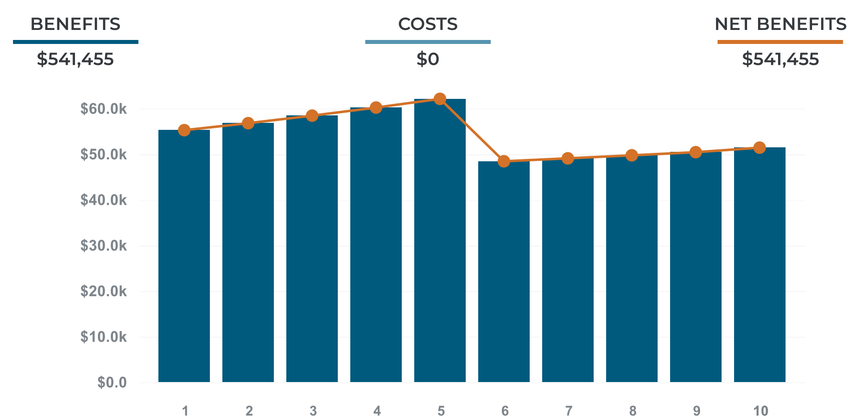
Annual Fiscal Net Benefits for Port of Houston

Harris County ESD #8 Fiscal Impact

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

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY ESD #8			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	$394,970	$0	$394,970
FF&E Property Taxes	$16,423	$0	$16,423
Inventory Property Taxes	$59,680	$0	$59,680
New Residential Property Taxes	$0	$70,383	$70,383
Benefits Subtotal	**$471,072**	**$70,383**	**$541,455**
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	$0	$0	$0
Costs Subtotal	**$0**	**$0**	**$0**
Net Benefits	**$471,072**	**$70,383**	**$541,455**

Annual Fiscal Net Benefits for Harris County ESD #8



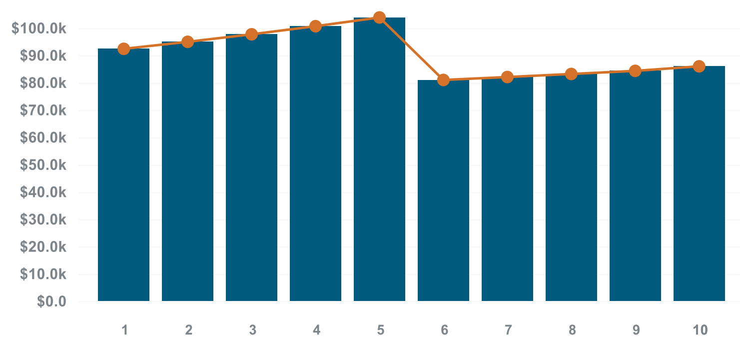
Harris County Hospital District Fiscal Impact

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

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY HOSPITAL DISTRICT			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	$660,532	$0	$660,532
FF&E Property Taxes	$27,465	$0	$27,465
Inventory Property Taxes	$99,806	$0	$99,806
New Residential Property Taxes	$0	$117,705	$117,705
Benefits Subtotal	**$787,803**	**$117,705**	**$905,508**
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	$0	$0	$0
Costs Subtotal	**$0**	**$0**	**$0**
Net Benefits	**$787,803**	**$117,705**	**$905,508**

Annual Fiscal Net Benefits for Harris County Hospital District

BENEFITS	COSTS	NET BENEFITS
$905,508	$0	$905,508



Harris County Department of Education Fiscal Impact

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

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY DEPARTMENT OF EDUCATION			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	$19,390	$0	$19,390
FF&E Property Taxes	$806	$0	$806
Inventory Property Taxes	$2,930	$0	$2,930
New Residential Property Taxes	$0	$3,455	$3,455
Benefits Subtotal	**$23,126**	**$3,455**	**$26,581**
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	$0	$0	$0
Costs Subtotal	**$0**	**$0**	**$0**
Net Benefits	**$23,126**	**$3,455**	**$26,581**

Annual Fiscal Net Benefits for Harris County Department of Education

Harris County Flood Control Fiscal Impact

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

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY FLOOD CONTROL			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	$197,861	$0	$197,861
FF&E Property Taxes	$8,227	$0	$8,227
Inventory Property Taxes	$29,897	$0	$29,897
New Residential Property Taxes	$0	$35,258	$35,258
Benefits Subtotal	**$235,984**	**$35,258**	**$271,243**
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	$0	$0	$0
Costs Subtotal	**$0**	**$0**	**$0**
Net Benefits	**$235,984**	**$35,258**	**$271,243**

Annual Fiscal Net Benefits for Harris County Flood Control

Methodology

Overview of Methodology

The Impact DashBoard model combines project-specific attributes with community data, tax rates, and assumptions to estimate the economic impact of the Project and the fiscal impact for local taxing districts over a 10-year period.

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

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

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

333132 OIL AND GAS FIELD MACHINERY AND EQUIPMENT MANUFACTURING		CITY OF TOMBALL
Employment Multiplier	(Type II Direct Effect)	1.8773
Earnings Multiplier	(Type II Direct Effect)	1.4883

Most of the revenues estimated in this study result from calculations relying on (1) attributes of the Project, (2) assumptions to derive the value of associated taxable property or sales, and (3) local tax rates. In some cases, revenues are estimated on a per new household, per new worker, or per new school student basis.

The company or Project developer was not asked, nor could reasonably provide data for calculating some other revenues. For example, while the city will likely receive revenues from fines paid on speeding tickets given to new workers, the company does not know the propensity of its workers to speed. Therefore, some revenues are calculated using an average revenue approach.

This approach uses relies on two assumptions:

1. The taxing entity has two general revenue sources: revenues from residents and revenues from businesses.
2. The taxing entity will collect (a) about the same amount of miscellaneous taxes and user fees from each new household that results from the Project as it currently collects from existing households on average, and (b) the same amount of miscellaneous taxes and user fees from the new business (on a per worker basis) will be collected as it collects from existing businesses.

In the case of the school district, some additional state and federal revenues are estimated on a per new school student basis consistent with historical funding levels.

Additionally, this analysis sought to estimate the additional expenditures faced by local jurisdictions to provide services to new households and new businesses. A marginal cost approach was used to calculate these additional costs.

This approach relies on two assumptions:

1. The taxing entity spends money on services for two general groups: revenues from residents and revenues from businesses.
2. The taxing entity will spend slightly less than its current average cost to provide local government services (police, fire, EMS, etc.) to (a) new residents and (b) businesses on a per worker basis.

In the case of the school district, the marginal cost to educate new students was estimated based on a portion of the school's current expenditures per student and applied to the headcount of new school students resulting from the Project.

Additionally, this analysis seeks to calculate the impact on the school district's finances from the Project by generally, and at a summary level, mimicking the district's school funding formula.

According to the Texas Education Agency, any property added to local tax rolls, and the local taxes that this generates, reduces the amount of state funding equivalent to local taxes collected for maintenance and operations. The school district retains local taxes received for debt services and the corresponding state funding is not reduced. However, according to the Texas Education Agency, the school district will receive state aid for each new child that moves to the District. The additional revenues for the school district are calculated in this analysis.

About Impact DataSource

Established in 1993, Impact DataSource is an Austin, Texas-based economic consulting firm. Impact DataSource provides high-quality economic research, specializing in economic and fiscal impact analyses. The company is highly focused on supporting economic development professionals and organizations through its consulting services and software. Impact DataSource has conducted thousands of economic impact analyses of new businesses, retention and expansion projects, developments, and activities in all industry groups throughout the U.S.

For more information on Impact DataSource, LLC and our product Impact DashBoard, please visit our website www.impactdatasource.com

TOMBALL ECONOMIC DEVELOPMENT CORPORATION
ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT

This Agreement (the "Agreement") is made and entered into by and between the Tomball Economic Development Corporation, an industrial development corporation created pursuant to Chapter 501 et seq. of the Texas Local Government Code, located in Harris County, Texas (the "TEDC"), and CSE W-Industries, Inc. (the "Company"), for a proposed development to be located at NEC of 2920 and 2978, Tomball, Texas 77377 (the "Site") (with the TEDC and the Company each being a "Party" and together the "Parties"), and is made effective by the Parties by the execution of this Agreement below by each Party's authorized representative (the "Effective Date").

RECITALS

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

WHEREAS, the Company is based in Spring proposes to relocate its corporate headquarters to the Property, and as part of the process, plans to make capital investments including building improvements, fixed machinery and equipment and tangible personal property (the "Improvements") in an amount equal to at least twenty-eight million dollars ($28,000,000) as are necessary to occupy the Property and grow the business; and

WHEREAS, the Company proposes to create at least three hundred (300) new employment positions at the Site (the "Jobs"), and to maintain the Jobs on the Site as provided herein, in conjunction with the development at the Site; and

WHEREAS, in consideration of the Company's creation and maintenance of the Improvements and Jobs, the TEDC desires to provide a direct incentive to the Company of an amount not to exceed Six hundred sixty thousand dollars ($660,000) (the "Incentive"), as more specifically described below, for the Company's performance of creating and maintaining the Improvements and the Jobs at the Site; and

WHEREAS, this expenditure is found by the Board of Directors of the TEDC to be required or suitable for the promotion and development of new or expanded business enterprises as contemplated in Texas Local Government Code 505.158; and

WHEREAS, the Company has agreed, in exchange and as consideration for the Incentive, to satisfy and comply with the terms and conditions provided in this Agreement; and

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

AGREEMENT

1. The Company covenants and agrees that it will construct the Improvements and operate and maintain the proposed business on the Site for a term of at least five (5) years after the Effective Date (the “Term”), and will for the Term, create and maintain the Jobs on the Site at the prevailing wage. In conjunction with the development of the Site, the Company further agrees to construct the Improvements contemplated by this Agreement, in accordance with the requirements of the ordinances of the City and the plans and specifications approved by the City. The Company further represents and agrees that it will certify the costs of the construction of such Improvements to the TEDC prior to construction.

2. The Company also covenants and agrees that construction of the Improvements must commence within one hundred eighty (180) days from the Effective Date. The construction of the Improvements to the Site shall be completed, and all necessary occupancy permits from the City shall be obtained within five (5) years after the Effective Date. 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 regarding the Improvements and the Jobs, all of which is more specifically described in the attached “Exhibit A”, the TEDC agrees to grant to the Company the Incentive, to be paid as follows:

a. By December 31, 2027, the Company shall provide certification to the TEDC that it has created three hundred (300) jobs at the Site. The TEDC will provide to the Company seven hundred thirty-three dollars ($733) for each of the Year One Jobs, which shall be two hundred twenty thousand dollars ($220,000) (the “Year One Grant”). The TEDC shall provide the Year One Grant within sixty (60) days of the Company’s proof of the Year One Jobs.

b. By December 31, 2028, the Company shall provide certification to the TEDC that it has retained three hundred (300) jobs at the Site. The TEDC will provide to the Company seven hundred thirty-three dollars ($733) for each of the 300 jobs retained, which shall be two hundred twenty thousand dollars ($220,000) (the “Year Two Grant”). The TEDC shall provide the Year Two Grant within sixty (60) days of the Company’s proof of the Year Two Jobs.

c. By December 31, 2029, the Company shall provide certification to the TEDC that it has retained three hundred (300) jobs at the Site. The TEDC will provide to the Company seven hundred thirty-three dollars ($733) for each of the 300 jobs retained, which shall be two hundred twenty thousand dollars ($220,000) (the “Year Three Grant”). The TEDC shall provide the Year Three Grant within sixty (60) days of the Company’s proof of the Year Three Jobs.

d. Recapture. In the event the number of jobs originally projected in any given year of the Term is not met or maintained, then the amount of the funding provided to the Company by TEDC will be reduced on a pro-rata basis to reflect the actual number of jobs at the time of the request for disbursement of funds. Additionally, any unmet Year One Jobs or Year Two Jobs may be requested in the Year Three Grant Payment and closeout.

5. The TEDC agrees to distribute the payments of the Year One, Two, and Three Grants to the Company within sixty (60) days of receipt of a letter from the Company certifying the creation of each year's Jobs and the investment on the Site of the value of the Improvements (the "Certification Letter"). The Certification Letter shall include: (a) proof that the Company has added the number of employees indicated above to its business operations on the Site, as evidenced by copies of Texas Workforce Commission form C-3 or Internal Revenue Service Form 941; (b) certification of the actual costs of constructing the Improvements; (c) a copy of the City's occupancy permit for the Improvements; (d) verification from the City acknowledging that all necessary plats, permits, plans, and specifications have been received, reviewed, and approved; (e) verification that the Improvements have been constructed in accordance with the approved plans and specifications; (f) an affidavit stating that all contractors and subcontractors providing work and/or materials in the construction of the Improvements have been paid and any and all liens and claims regarding such work have been released; and, (g) proof of payment to all contractors and subcontractors providing work and/or materials in the construction of the Improvements, proof of payment must include copies of canceled checks and/or credit card receipts and copies of paid invoices from all contractors and subcontractors. Each year thereafter throughout the Term.

6. It is understood and agreed by the Parties that, if the Company fails to provide proof to the TEDC through the Certification Letter or any other means, that by the end of the Term, that the Company has not caused the appropriate number of Jobs or value of the Improvements to be maintained at the Site (i.e. that three hundred (300) jobs have been created at the Site, and that twenty-eight million dollars ($28,000,000) has been invested in the Site), then the Company will be in default of this Agreement. In the event of a default by the Company on any of its obligations under this Agreement, the Company shall reimburse the TEDC the full amount paid to the Company by the TEDC, with interest at the rate equal to the 90-day Treasury Bill plus one-half percent (½%) per annum, within thirty (30) days after the TEDC notifies the Company of the default. It is further understood and agreed by the Parties that if the Company, or any owner or lessee of the Improvements, is convicted of a violation under 8 U.S.C. Section 1324a(f), the Company will reimburse the TEDC the full amount paid to the Company, with interest at the rate equal to the 90-day Treasury Bill plus one-half percent (½%) per annum, within thirty (30) days after the TEDC notifies the Company of the violation. The Company shall also reimburse the TEDC for any and all reasonable attorney's fees and costs incurred by the TEDC as a result of any action required to obtain reimbursement of such funds. Such reimbursement shall be due and payable thirty (30) days after the Company receives written notice of default. It is understood and agreed by the parties that, in the event of a default by the TEDC on any of its obligations under this Agreement, the Company's sole and exclusive remedy shall be limited to either: a) the termination of this Agreement; or, b) a suit for specific performance. Nothing in this Agreement prohibits the TEDC from working with the Company to find an alternate remedy to a default by the Company, including, but not limited to, the Company remitting to the TEDC two thousand two hundred dollars ($2,200) for every job that is not created and maintained as required by Section 4.

7. This Agreement shall inure to the benefit of and be binding upon the TEDC and the Company, and upon the Company's successors and assigns, lessees, affiliates, and subsidiaries and shall remain in force whether the Company sells, leases, assigns, or in any other manner disposes of, either voluntarily or by operation of law, all or any part of the Site.

8. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by (i) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid, registered or certified mail, return receipt requested; or (ii) by delivering the same in person to such party; or (iii) by overnight or messenger delivery service that retains regular records of delivery and receipt; or (iv) by facsimile; provided a copy of such notice is sent within one (1) day thereafter by another method provided above. 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. 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
Attn: President, Board of Directors
401 W. Market Street
Tomball, Texas 77375

If to Company:
CSE W-Industries, Inc
Attn: Donnie Smith
8303 Thora Lane
Spring, Texas 77379

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

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

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

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

14. Personal Liability of Public Officials: To the extent permitted by law, no director, officer, employee or agent of the TEDC, and no officer, employee or agent of the City, shall be personally responsible for any liability arising under or growing out of this Agreement.

THE PARTIES HEREBY ACKNOWLEDGE AND AGREE TO THE COVENANTS, CONDITIONS, AND PROMISES CONTAINED IN THIS AGREEMENT, AND BY THE EXECUTION OF THIS AGREEMENT BELOW THROUGH THE SIGNATURES OF EACH PARTY'S AUTHORIZED REPRESENTATIVE, EACH PARTY BINDS ITSELF TO THE TERMS OF THIS AGREEMENT.

In TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the parties on this ____ day of ____________ 2025 (the "Effective Date")

CSE W-Industries, Inc.

By: ____________________________________

Name: Donnie Smith

Title: CEO

ATTEST:

By: ______________________________

Name: ________________________________

Title: ________________________________

TOMBALL ECONOMIC DEVELOPMENT CORPORATION

By: ____________________________________

Name: Lisa Covington

Title: President, Board of Directors

ATTEST:

By: ______________________________

Name: Bill Sumner Jr.

Title: Secretary, Board of Directors

ACKNOWLEGMENT

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the _____ day of _________________ 2025, by Donnie Smith, CEO, CSE W-Industries, Inc., for and on behalf of said company.

____
Notary Public in and for the State of Texas

My Commission Expires: __________

(SEAL)

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the _____ day of _________________ 2025, Lisa Covington, President of the Board of Directors of the Tomball Economic Development Corporation, for and on behalf of said Corporation.

____
Notary Public in and for the State of Texas

My Commission Expires: __________

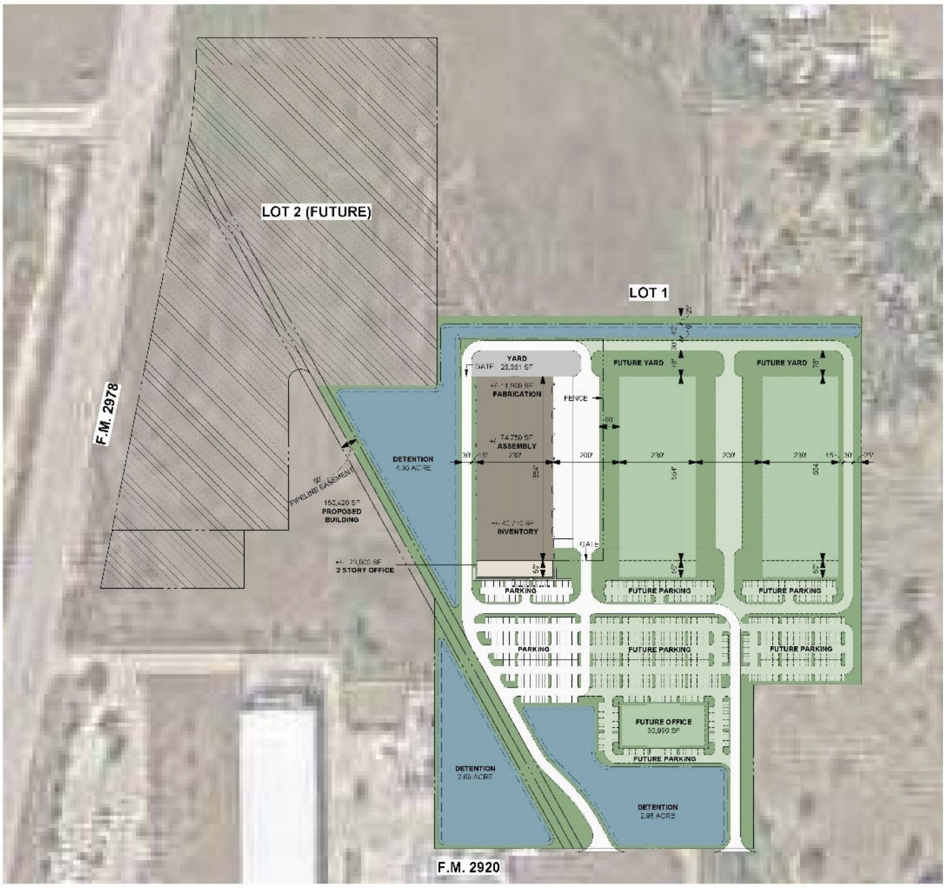
(SEAL)

Exhibit A
Description of Property

Property Address: 72.8008 AC at the NEC of 2920 and 2978

Exhibit B

Description of Improvements



Special Tomball EDC
Agenda Item
Data Sheet

Meeting Date: September 23, 2025

Topic:

Consideration and possible direction from the Tomball EDC Board of Directors regarding the format of the 2025 Meeting Calendar, prior to final presentation and adoption in November.

Background:

The Tomball Economic Development Corporation (TEDC) By-laws require that the Board of Directors adopt a resolution annually establishing the schedule of regular meetings. Traditionally, the calendar is presented at the November meeting for approval, with meetings scheduled every other month.

During the past year, the TEDC has called four special meetings in addition to its regular schedule. These meetings were necessary to address time-sensitive matters requiring Board action. Looking ahead, with the Tomball Legacy Square project entering active phases, staff anticipates an increased need for additional Board meetings over the next several years to review contracts, approve expenditures, and provide timely direction on project milestones.

Given this context, discussion has taken place regarding whether the Board should shift from a bi-monthly meeting structure to monthly regular meetings. Moving to a monthly calendar may reduce the need for special meetings and provide more consistent opportunities for Board engagement and timely decision-making. However, such a change would also increase Board and staff commitments and should be considered carefully in light of anticipated workload and organizational capacity.

Staff seeks Board direction and feedback on whether to:

1. Maintain the current bi-monthly meeting structure with special meetings as needed, or
2. Transition to a monthly meeting schedule beginning in 2026, to be formally adopted by resolution at the November meeting.

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 Date Executive Director-TEDC Date

Special Tomball EDC
Agenda Item
Data Sheet

Meeting Date: September 23, 2025

Topic:

Discussion regarding Tomball Legacy Square Board 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 ____________________ Approved by ____________________

Staff Member-TEDC Date Executive Director-TEDC Date

Special Tomball EDC
Agenda Item
Data Sheet

Meeting Date: September 23, 2025

Topic:

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

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

Background:

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

Recommendation:

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

FUNDING (IF APPLICABLE)

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

Yes: ______ No: ________ If yes, specify Account Number: # ____________

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

Signed ____________________ Approved by ____________________

Staff Member-TEDC Date Executive Director-TEDC Date

Special Tomball EDC
Agenda Item
Data Sheet

Meeting Date: September 23, 2025

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 Date Executive Director-TEDC Date