

**NOTICE OF SPECIAL JOINT TOMBALL EDC AND TOMBALL B&TP
PROPERTY OWNERS ASSOCIATION INC. MEETING**



**Tuesday, September 14, 2021
5:30 PM**

Notice is hereby given of a meeting of the Tomball Economic Development Corporation, to be held on Tuesday, September 14, 2021 at 5:30 PM, City Hall, 401 Market Street, Tomball, TX 77375, for the purpose of considering the following agenda items. All agenda items are subject to action. The Tomball Economic Development Corporation reserves the right to meet in a closed session for consultation with attorney on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

MEETING AGENDA AND 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.

- A. Call to Order
- B. Invocation
- C. Pledges
- D. Public Comments and Receipt of Petitions; *[At this time, anyone will be allowed to speak on any matter other than personnel matters or matters under litigation, for length of time not to exceed three minutes. No Council/Board discussion or action may take place on a matter until such matter has been placed on an agenda and posted in accordance with law - GC, 551.042.]*
- E. Reports and Announcements
 - 1. Engineer update on Persimmon Road/Medical Complex Drive Extension Project.

Reports by TEDC Staff:

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

September 14, 2021 | Agenda

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1. Tomball Business & Technology Park – Ranked Among Top 10 in United States – *Business Facilities, 17th Annual Rankings Report*.
 2. “Regions and Neighborhoods: Small-Town Charm with Big City Amenities in Tomball” – Highlight Publication by Greater Houston Partnership.
 3. Tomball EDC Sponsored the Greater Tomball Area Chamber of Commerce’s First Friday Luncheon on September 3, 2021. Speaker Patrick Jankowski gave an Economic Outlook presentation.
 4. Milestone years for the TEDC Leadership:

Kelly Violette, Executive Director - 10 Years at Tomball Economic Development Corporation

Tiffani Wooten, Assistant Director – 20 Years in Economic Development

Both were recognized at the September 3, 2021 GTACC First Friday Luncheon by Local, State, and Federal representatives.
 5. Tomball Together Hospitality Mix & Mingle Event hosted in partnership with the Greater Tomball Area Chamber of Commerce – September 21, 2021.
- F. Approval of Minutes
6. Regular Tomball EDC Meeting of July 13, 2021.
 7. Special Joint Tomball EDC and Tomball City Council Meeting of August 16, 2021.
- G. New Business
8. Consideration and possible action by the Tomball B&TP Property Owners Association Board of Directors to approve an amendment to the Declaration of Covenants, Restrictions and Conditions for the Tomball Business and Technology Park to change the Property Owners Association Assessment Calculation and Due Date.
 9. Consideration and possible action by the Tomball B&TP Property Owners Association Board of Directors to approve the 2021-2022 Tomball B&TP POA Budget.
 10. Presentation by Aaron Farmer, President, The Retail Coach, regarding the Tomball Retail Market.

- [11.](#) Presentation by Method Architecture – Houston, regarding South Live Oak Business Park.
- [12.](#) Consideration and possible action by Tomball EDC to approve, as a Project of the Corporation, an agreement with Silver Accounting Group, LLC, to make direct incentives to, or expenditures for, rental assistance for new or expanded business enterprise to be located at 1431 Graham Drive, Suite 150, Tomball, Texas 77375. The estimated amount of expenditures for such Project is \$8,236.00.

- Public Hearing
- [13.](#) Consideration and possible action by Tomball EDC regarding a Project Agreement with the Friends of Tomball Community Library under Section 505.158 of the Development Corporation Act.

- Public Hearing
- [14.](#) 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.
- [15.](#) Reconvene into regular session and take action, if necessary, on items discussed in Executive Session.
- [16.](#) Consideration and possible action by Tomball EDC to approve that one certain commercial real estate contract – unimproved property between the Corporation as Seller and KTB Properties as purchaser and authorize the execution of contracts and documentation by the EDC Executive Director relating to approximately 2.5 gross acres of land identified as Lot 9 of the Tomball Business and Technology Park Lot 9 Replat Subdivision.
- [17.](#) Consideration and possible action by Tomball EDC to approve, as a Project of the Corporation, an agreement with Techsico to make direct incentives to, or expenditures for, the creation or retention of primary jobs associated with the relocation and development of a 20,000 square foot office/warehouse facility to be located on Lot 9 of the Tomball Business and Technology Park. The estimated amount of expenditures for such Project is \$20,529.00.

- Public Hearing

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

September 14, 2021 | Agenda

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18. Consideration and possible action by Tomball EDC to approve that one certain commercial real estate contract – unimproved property between the Corporation as Seller and Billiard Factory, Inc and/or assigns, as purchaser and authorize the execution of contracts and documentation by the EDC Executive Director relating to approximately 4.8226 gross acres of land, identified as Lot 3 on the Final Plat of the Tomball Business & Technology Park.

H. Adjournment

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

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, City of Tomball, Texas, a place readily accessible to the general public at all times, on the 10th day of SEPTEMBER 2021 by 5:30 PM, and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Kelly Violette
Executive Director

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

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

Special Joint Agenda Item Data Sheet

Meeting Date: September 14, 2021

Topic:

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

Background:

Origination: Kelly Violette, Executive Director

Recommendation:

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

FUNDING (IF APPLICABLE)

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

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

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

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

Tomball Economic Development Corporation

Tuesday, September 14, 2021

Engineer's Report

1. Medical Complex/South Persimmon –

ROW Acquisition - Completed

Construction –

- As of August 31st, Contractor is approximately 95% complete on time and 91% on costs. Projected target to open South Persimmon and Agg is the end of September/Early October.
- Plans for Hufsmith Korhville have been approved for permit by Harris County. Contractor is currently pricing for change order expected for presentation to City Council Sept 20th.

Miscellaneous Items –

- CenterPoint Energy completed necessary relocations. Additional CenterPoint coordination for the HK intersection is on-going.

2. Construction Management for M118 Detention Basin – On-going, a phasing plan for completion is being coordinated with the Contractor.

3. Mixed Use Feasibility Study – The draft drainage investigation for the FM2978 property has been completed and schedule for review with Harris County. Coordination with Harris County was initiated due to planned projects by the County on Zion and Hufsmith.

4. Miscellaneous Tasks to Assist TEDC Staff – Assist as needed with property questions, developer inquiries, site investigations, etc.

Special Joint Agenda Item Data Sheet

Meeting Date: September 14, 2021

Topic:

Tomball Business & Technology Park – Ranked Among Top 10 in United States – *Business Facilities, 17th Annual Rankings Report.*

Background:

Origination: Kelly Violette, Executive Director

Recommendation:

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

FUNDING (IF APPLICABLE)

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

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

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

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

Special Joint Agenda Item Data Sheet

Meeting Date: September 14, 2021

Topic:

“Regions and Neighborhoods: Small-Town Charm with Big City Amenities in Tomball” – Highlight Publication by Greater Houston Partnership.

Background:

Origination: Kelly Violette, Executive Director

Recommendation:

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

FUNDING (IF APPLICABLE)

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

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

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

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

Special Joint Agenda Item Data Sheet

Meeting Date: September 14, 2021

Topic:

Tomball EDC Sponsored the Greater Tomball Area Chamber of Commerce's First Friday Luncheon on September 3, 2021. Speaker Patrick Jankowski gave an Economic Outlook presentation.

Background:

Origination: Kelly Violette, Executive Director

Recommendation:

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

FUNDING (IF APPLICABLE)

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

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

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

Special Joint Agenda Item Data Sheet

Meeting Date: September 14, 2021

Topic:

Milestone years for the TEDC Leadership:

Kelly Violette, Executive Director - 10 Years at Tomball Economic Development Corporation

Tiffani Wooten, Assistant Director – 20 Years in Economic Development

Both were recognized at the September 3, 2021 GTACC First Friday Luncheon by Local, State, and Federal representatives.

Background:

Origination: Kelly Violette, Executive Director

Recommendation:

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

FUNDING (IF APPLICABLE)

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

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

Special Joint Agenda Item Data Sheet

Meeting Date: September 14, 2021

Topic:

Tomball Together Hospitality Mix & Mingle Event hosted in partnership with the Greater Tomball Area Chamber of Commerce – September 21, 2021.

Background:

Origination: Kelly Violette, Executive Director

Recommendation:

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

FUNDING (IF APPLICABLE)

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

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

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

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

Special Joint Agenda Item Data Sheet

Meeting Date: September 14, 2021

Topic:

Regular Tomball EDC Meeting of July 13, 2021.

Background:

Origination: Kelly Violette, Executive Director

Recommendation:

Approval of the Minutes for the Meeting of July 13, 2021.

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

FUNDING (IF APPLICABLE)

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

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

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

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

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



**Tuesday, July 13, 2021
5:30 PM**

Notice is hereby given of a meeting of the Tomball Economic Development Corporation, to be held on Tuesday, July 13, 2021 at 5:30 PM, City Hall, 401 Market Street, Tomball, TX 77375, for the purpose of considering the following agenda items. All agenda items are subject to action. The Tomball Economic Development Corporation reserves the right to meet in a closed session for consultation with attorney on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

IN ACCORDANCE WITH ORDER OF THE OFFICE OF THE GOVERNOR ISSUED MARCH 16, 2020, THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION, WILL CONDUCT THE MEETING SCHEDULED FOR JULY 13, 2021, 5:30 PM, AT 401 MARKET STREET, TOMBALL, TEXAS, 77375. IN ORDER TO ADVANCE THE PUBLIC HEALTH GOAL OF LIMITING FACE-TO-FACE MEETINGS (ALSO CALLED "SOCIAL DISTANCING") TO SLOW THE SPREAD OF THE CORONAVIRUS (COVID-19), THERE WILL BE LIMITED PUBLIC ACCESS TO THE LOCATION DESCRIBED ABOVE. THIS MEETING AGENDA AND THE AGENDA PACKET ARE POSTED ONLINE AT: [HTTPS://TOMBALLTX.GOV/ARCHIVE.ASPX?AMID=38](https://tomballtx.gov/archive.aspx?amid=38); A RECORDING OF THE MEETING WILL BE MADE AND WILL BE AVAILABLE TO THE PUBLIC IN ACCORDANCE WITH THE OPEN MEETINGS ACT UPON WRITTEN REQUEST.

The public toll-free dial-in numbers to participate in the telephonic meeting are any one of the following (dial by your location): +1 346 248 7799 US (Houston); +1 253 215 8782 US; +1 301 715 8592 US; and enter **Meeting ID: 866 0471 5631 and #**. The public will be permitted to offer public comments telephonically, as provided by the agenda and as permitted by the presiding officer during the meeting.

A. Call to Order

President Fagan called the meeting to order at 5:32 p.m.

PRESENT

President Gretchen Fagan

Vice-President Steven Vaughan
Secretary Bill Sumner (via Zoom)
Member Clete Jaeger
Member Chad Degges
Member Randy Parr

ABSENT
Treasurer Richard Bruce

OTHERS PRESENT

Kelly Violette
Tiffani Wooten
Tori Gleason
Tom Condon
Kyle Bertrand
Glenn Windsor
Kaela Olson (via Zoom)
Minesh Bhakta
Andrew Brockenbush
Steve San Filippo
Jonathan Hoffmaister
Cliff Repka

B. Invocation

Board Member Degges led the invocation.

C. Pledges

Kelly Violette led the pledge of allegiance to both flags.

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

President Fagan opened public comments at 5:34 p.m. No comments were received. Public comments were closed at 5:35 p.m.

E. Reports and Announcements

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

No update given.

F. Reports by TEDC Staff:

Kelly Violette provided an overview of the following:

1. Tomball Job Fair – July 19, 2021
2. Trade & Industry Development – “Who’s Who: An Industry Leadership/Economic Development Professional Spotlight”

G. Approval of Minutes

Motion made by Member Degges, Seconded by Member Jaeger to approve the minutes as mentioned above.

Voting Yea: President Fagan, Vice-President Vaughan, Secretary Sumner, Member Jaeger, Member Degges, Member Parr.

The motion carried unanimously.

3. Special Tomball EDC Meeting of May 11, 2021.
4. Regular Tomball EDC Meeting of May 11, 2021.
5. Special Joint Tomball EDC and Tomball City Council Meeting of June 7, 2021.

H. New Business

6. Presentation by Glenn Windsor, Finance Director, regarding the Tomball EDC 2020-2021 Fiscal Year financial statements.
7. Election of Officers: President, Vice President, Secretary, Treasurer.

Motion made by Secretary Sumner, Seconded by Member Jaeger.

Voting Yea: President Fagan, Vice-President Vaughan, Secretary Sumner, Member Jaeger, Member Degges, Member Parr.

President: Gretchen Fagan

Vice President: Steven Vaughan

Secretary: Bill Sumner

Treasurer: Richard Bruce

The motion carried unanimously.

8. Consideration and possible action by Tomball EDC to approve a request by Shri Vinayak LLC for a one-year extension of time in order to complete the construction of a Days Inn & Suites Hotel to be located at 15525 FM 2920 Road, Tomball, Texas.

Motion made by Member Degges, Seconded by Member Parr.

Voting Yea: President Fagan, Vice-President Vaughan, Secretary Sumner, Member Jaeger, Member Degges, Member Parr.

The motion carried unanimously.

9. Consideration and possible action by Tomball EDC to approve, as a Project of the Corporation, an agreement with Jonah's Movers, LLC to make direct incentives to, or expenditures for, assistance with infrastructure costs required or suitable for the promotion of new or expanded business enterprise related to the construction of a 23,000 square foot office/warehouse facility to be located at 0 Theis Lane, Tomball, Texas. The estimated amount of expenditures for such Project is \$26,925.00.

- Public Hearing

President Fagan opened the public hearing at 5:57 p.m. No comments were received. Public hearing was closed at 5:57 p.m.

Motion made by Vice-President Vaughan, Seconded by Member Jaeger.

Voting Yea: President Fagan, Vice-President Vaughan, Secretary Sumner, Member Jaeger, Member Degges, Member Parr.

The motion carried unanimously.

10. Consideration and possible action by Tomball EDC to approve, as a Project of the Corporation, an agreement with Beefy Marketing, LLC, to make direct incentives to, or expenditures for, rental assistance for new or expanded business enterprise to be located at 994 Village Square Drive, Tomball, Texas 77375. The estimated amount of expenditures for such Project is \$6,000.00.

- Public Hearing

President Fagan opened the public hearing at 5:59 p.m. No comments were received. Public hearing was closed at 5:59 p.m.

Motion made by Member Jaeger, Seconded by Member Degges.

Voting Yea: President Fagan, Vice-President Vaughan, Secretary Sumner, Member Jaeger, Member Degges, Member Parr.

The motion carried unanimously.

11. Consideration and possible action by Tomball EDC to approve, as a Project of the Corporation, an agreement with Dicar, 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 on approximately 5.0 acres of land, located at 0 Hufsmith-Kohrville Road, Tomball, Texas 77375. The estimated amount of expenditures for such Project is \$71,181.00.

- Public Hearing

President Fagan opened the public hearing at 6:04 p.m. No comments were received. Public hearing was closed at 6:04 p.m.

Motion made by Member Degges, Seconded by Member Parr.

Voting Yea: President Fagan, Vice-President Vaughan, Secretary Sumner, Member Jaeger, Member Degges, Member Parr.

The motion carried unanimously.

12. Consideration and possible action by Tomball EDC to ratify approval of a real estate contract and the expenditure of funds to acquire Lots 31 and 32, block 70 (unimproved Green Street), Tomball, Texas 77375.

Motion made by Member Degges, Seconded by Member Jaeger.

Voting Yea: President Fagan, Vice-President Vaughan, Secretary Sumner, Member Jaeger, Member Degges, Member Parr.

The motion carried unanimously.

13. TEDC Quarterly update on 2021-2022 Strategic Work Plan.

Kelly Violette provided an update.

Presentation item only; no Board action required.

14. The Tomball EDC will enter into a workshop session to discuss the proposed Fiscal Year 2021-2022 TEDC Budget.

Workshop Session only; no Board action required.

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

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

- Section 551.087, - Deliberation regarding Economic Development negotiations.

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

The Tomball Economic Development Corporation Board recessed at 6:31 p.m.

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

The Tomball Economic Development Corporation Board reconvened at 7:42 p.m.

17. Consideration and possible action by Tomball EDC to approve the Tomball Economic Development Corporation Fiscal Year 2021-2022 Budget.

- Public Hearing

President Fagan opened the public hearing at 7:42 p.m. No comments were received. Public hearing was closed at 7:42 p.m.

Motion made by Member Parr, Seconded by Secretary Sumner.

Voting Yea: President Fagan, Vice-President Vaughan, Secretary Sumner, Member Jaeger, Member Degges, Member Parr.

The motion carried unanimously.

I. Adjournment

Motion made by Secretary Sumner, Seconded by Member Degges to adjourn the meeting at 7:44 p.m.

Voting Yea: President Fagan, Vice-President Vaughan, Secretary Sumner, Member Jaeger, Member Degges, Member Parr.

The motion carried unanimously.

CERTIFICATION

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, City of Tomball, Texas, a place readily accessible to the general public at all times, on the 9th day of JULY 2021 by 5:30 PM, and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Kelly Violette
Executive Director

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

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

PASSED AND APPROVED this the 14 th day of September 2021.

President, Tomball EDC Board

Secretary, Tomball EDC Board

Special Joint Agenda Item Data Sheet

Meeting Date: September 14, 2021

Topic:

Special Joint Tomball EDC and Tomball City Council Meeting of August 16, 2021.

Background:

Origination: Kelly Violette, Executive Director

Recommendation:

Approval of the Minutes for the Meeting of August 16, 2021.

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

FUNDING (IF APPLICABLE)

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

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

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

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

MINUTES OF JOINT MEETING OF THE TOMBALL CITY COUNCIL AND TOMBALL ECONOMIC DEVELOPMENT CORPORATION



**Monday, August 16, 2021
5:00 PM**

- A. Mayor/TEDC President Fagan called the Special Joint meeting of the Tomball City Council and the Tomball Economic Development Corporation to order at 5:00 p.m.

PRESENT:

Mayor/TEDC President Gretchen Fagan
Council 1 John Ford
Council 2 Mark Stoll
Council 3/TEDC Board Member Chad Degges
Council 4 Derek Townsend, Sr.
Council 5 Lori Klein Quinn
TEDC Board Member Clete Jaeger
TEDC Board Member Randall Parr

OTHERS PRESENT:

City Manager – David Esquivel
Interim Assistant City Manager/Police Chief – Jeff Bert
City Secretary – Doris Speer
Director of Public Works – Beth Jones
Marketing Director – Mike Baxter
Finance Director – Glenn Windsor
Assistant City Secretary – Tracy Garcia
CSO Administrative Assistant – Sasha Luna
Executive Director-TEDC – Kelly Violette
Administrative Assistant-TEDC – Tori Gleason

- B. No public comments were received.

Joint Meeting of the Tomball City Council and Tomball Economic Development Corporation

August 16, 2021 | Minutes

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Item 7.

C. New Business

1. The Tomball Economic Development Corporation and the Tomball City Council will enter into a Workshop Session regarding the Tomball Economic Development Corporation Budget for Fiscal Year 2021-2022

No action necessary.

- D. Motion made by Council 1 Ford, Seconded by Council 4 Townsend, Sr., to adjourn the meeting.

Motion carried unanimously.

Meeting adjourned at 5:12 p.m.

PASSED AND APPROVED this the 14th day of September 2021.

President, Tomball EDC Board

Secretary, Tomball EDC Board

Special Joint Agenda Item Data Sheet

Meeting Date: September 14, 2021

Topic:

Consideration and possible action by the Tomball B&TP Property Owners Association Board of Directors to approve an amendment to the Declaration of Covenants, Restrictions and Conditions for the Tomball Business and Technology Park to change the Property Owners Association Assessment Calculation and Due Date.

Background:

Warren Buehler with First Service Residential will present proposed changes to the Covenants, Restrictions and Conditions for the Tomball Business and Technology Park.

The proposed amendments include changing the annual assessment due date from January 1st of each year to October 1st to coincide with the fiscal year. In addition, the amendment will propose a change to the annual assessment from a flat fee for all owners to an assessment rate based on the square footage of each property. This change is also incorporated into the proposed budget for 10/1/21-9/30/22.

Origination: Warren Buehler, Senior Portfolio Manager, FirstService Residential

Recommendation:

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

FUNDING (IF APPLICABLE)

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

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

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

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



September 7, 2021

Dear Tomball B&TP POA Owners/Managing Agents,

You are hereby given notice that we will be conducting a meeting of the Board of Directors for the Tomball B&TP POA on Tuesday, September 14th at 5:30 PM at the Tomball City Hall located at 401 Market Street in the Council Chambers (first door on left when you walk in). You are welcome to attend the meeting in person or via Zoom. The Zoom link to the meeting will be sent out on Friday, September 10th when the agenda packet goes out. Attached is the agenda for the Tomball B&TP POA portion of the meeting only.

The Board of Directors will vote on an amendment to change the annual assessment due date from January 1st of each year to October 1st of each year since the fiscal year begins on October 1st. In addition, the amendment will change the annual assessment from a flat fee for all owners to an assessment rate based on the square footage of each property. This change is also incorporated into the proposed budget for 10/1/21-9/30/22 which is on the agenda.

Please contact me at warren.buehler@fsresidential.com or 713.984.7265 if you have any questions. Thank you.

Warren Buehler
Senior Community Manager of Tomball B&TP POA

TOMBALL B&TP POA

MEETING OF THE BOARD OF DIRECTORS FOR TOMBALL B&TP PROPERTY OWNERS ASSOCIATION, INC. HELD ON SEPTEMBER 14, 2021 AT 5:30 PM AT THE TOMBALL CITY HALL LOCATED AT 401 MARKET STREET IN COUNCIL CHAMBERS AND VIA ZOOM

ORDER OF BUSINESS

1. Call to Order
2. Amendment to “Declaration of Covenants, Restrictions and Conditions for Tomball Business and Technology Park” to Change Due Date and Assessment Rate
3. Proposed Budget for 10/1/21-9/30/22 for Tomball B&TP
4. See items on agenda for Tomball Economic Development Corporation Meeting

TOMBALL B&TP POA
PROPOSED 20-21 BUDGET
ASSESSMENT CALCULATIONS

40208				
24,818.27			ASSESSMENT	PERCENT
YEAR	OPERATING	RESERVE	RATE	INCREASE
20-21	50.00000	0.00000	50.000000	N. A.
21-22	0.011271648	0.00000	0.011272	N. A.

CAD #	LOT #	UNIT #	ACRES	SQ. FT.	OWNER	ASSESSED SQ. FT.	OPERATING ASSESSMENTS	RESERVE ASSESSMENTS	Total ASSESSMENTS
	3	0003	4.80	210,072	Tomball EDC - 0 S Persimmon	210,072	0.00	0.00	0.00
	5	0002	16.78	730,832	HOELSCHER EXCHANGE 2018 LLC - 2400 S. Persimmon	730,832	8,237.68	0.00	8,237.68
	16	0004	4.65	202,759	CCJ Collaborations 0 S. Persimmon	202,759	2,285.43	0.00	2,285.43
	4A	0014	1.70	76,162	Tomball EDC	76,162	0.00	0.00	0.00
	4B	0013	4.94	214,990	Packers Plus Energy Services (USA) Inc.	214,990	2,423.29	0.00	2,423.29
	8	0001	18.28	796,475	Tomball EDC	796,475	0.00	0.00	0.00
	10	0006	4.00	174,284	Dkota Invest. Inc. (Bimbo Bakery) 2211 S. Persimmon	174,284	1,964.47	0.00	1,964.47
	11	0007	2.76	120,361	PDGL - 0 Spell Circle	120,361	1,356.67	0.00	1,356.67
	12	0008	2.87	125,196	Nickson Tomball Industrial 21235 Spell Circle	125,196	1,411.16	0.00	1,411.16
	13	0009	2.90	127,857	Nickson Tomball Industrial 21255 Spell Circle	127,857	1,441.16	0.00	1,441.16
	14	0010	6.104	265,895	Nickson Tomball Industrial 21250/21560 Spell Circle	265,895	2,997.07	0.00	2,997.07
	15	0011	3.92	170,733	Tomball EDC - 0 Spell Circle	170,733	0.00	0.00	0.00
	2	0012	5.50	239,658	Suez - 21222 Spell Circle	239,658	2,701.34	0.00	2,701.34
	9	0005	2.52	109,802	Tomball EDC - 0 S Persimmon	109,802	0.00	0.00	0.00
TOTALS			81.73120	3,565,076		3,565,075.80	24,818.27	0.00	24,818.27

Special Joint Agenda Item Data Sheet

Meeting Date: September 14, 2021

Topic:

Consideration and possible action by the Tomball B&TP Property Owners Association Board of Directors to approve the 2021-2022 Tomball B&TP POA Budget.

Background:

The Tomball B&TP Property Owners Association exercises the powers and duties necessary for the administration, management, and enforcement of the Covenants, Conditions, and Restrictions (CC&R's) of the Tomball Business & Technology Park.

The membership of the Property Owners Association, its duties and powers are detailed in the Bylaws adopted on November 17, 2015. The Bylaws require the POA to prepare an annual association budget of expected revenues and proposed expenditures for the next ensuing fiscal year.

The proposed 2021-2022 Budget shows expected income from assessments to be \$24,818.00, based upon a proposed amendment to change the annual assessment from a flat fee of \$50/lot to an assessment rate based on the square footage of each property. The TEDC ("developer") contribution is proposed to be \$53,946, which covers the landscape maintenance contract.

Origination: Warren Buehler, Senior Portfolio Manager, FirstService Residential

Recommendation: Staff recommends approval of the 2021-2022 TB&TP POA Budget.

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

FUNDING (IF APPLICABLE)

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

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

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

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

TOMBALL B&TP PROPERTY OWNERS ASSOCIATION

Proposed FY 2021-2022 Budget

October 1, 2021 to September 30, 2022

Option 3

6

		FY 20/21 Budget	6/30/21 Actuals	9/30/21 Year- End Projected	FY 21/22 Proposed	
Beginning Fund Balance	GL Code	\$ -	\$ 7,382.74	\$ 531.00	\$ -	
Income						
Assessments (Based on Sq. Ft.)	40000-020	\$ 450	\$ 319	\$ 450	\$ 24,818	
Developer Contribution	42000-020	\$ 41,719	\$ 20,000	\$ 20,000	\$ 53,946	
Total Income		\$ 42,169	\$ 20,319	\$ 20,450	\$ 78,764	
Expenses						
Administrative Expenses	51400-050	\$ 90	\$ -	\$ -	\$ 45	
Federal/FranchiseTax Return	52400-000	\$ 450	\$ 200	\$ 200	\$ 450	Only did State Franchise in 20/21 FY
Electricity	57000-000	\$ 31	\$ 229	\$ 458	\$ 481	Project 5% increase over year-end projected
Insurance	60000-000	\$ 6,078	\$ 883	\$ 3,532	\$ 3,532	Coverage for assets not included (2/25/21-2/25/02)
Legal	61200-000	\$ 950	\$ -	\$ 500	\$ 926	Attorney Fees for Amendments/Consultations
Management Fee	62000-000	\$ 15,600	\$ 9,100	\$ 13,000	\$ 15,600	\$1,300 per month per contact starting 1/1/21
Landscape Contract	60800-010	\$ 16,020	\$ -	\$ -	\$ 45,600	42 times common/20 times 1.8 acres
Landscape - Acreage Mowing	60800-190	\$ -	\$ -	\$ -	\$ 9,000	Mowing 1.8 acres 20 times per year at \$450 per mow
Landscape Replacements	60800-110	\$ 900	\$ -	\$ -	\$ 1,080	
Landscape Irrigation Repairs	60800-060	\$ 500	\$ -	\$ -	\$ 500	Based on 2020-2021 Budget
Maintenance & Repairs	61800-100	\$ 500	\$ -	\$ 500	\$ 500	Based on 2020-2021 Projected
Office Supplies - Copies	64000-000	\$ 80	\$ 41	\$ 82	\$ 80	Copies/Scans/Postage
Water	69400-000	\$ 970	\$ -	\$ 300	\$ 970	Based on 2020-2021 Budget
Reserve Contribution	66300-000	\$ -	\$ -	\$ -	\$ -	Will consider a contribution in 2022-2023 fiscal year
Total expenses		\$ 42,169	\$ 10,453	\$ 18,572	\$ 78,764	
Excess of income over expenses		\$ -		\$ 1,878.00	\$ 0	
Ending Fund Balance		\$ -		\$ 2,409.00	\$ 0	

TOMBALL B&TP POA
PROPOSED 20-21 BUDGET
ASSESSMENT CALCULATIONS

40208				
24,818.27			ASSESSMENT	PERCENT
YEAR	OPERATING	RESERVE	RATE	INCREASE
20-21	50.00000	0.00000	50.000000	N. A.
21-22	0.011271648	0.00000	0.011272	N. A.

CAD #	LOT #	UNIT #	ACRES	SQ. FT.	OWNER	ASSESSED SQ. FT.	OPERATING ASSESSMENTS	RESERVE ASSESSMENTS	Total ASSESSMENTS
	3	0003	4.80	210,072	Tomball EDC - 0 S Persimmon	210,072	0.00	0.00	0.00
	5	0002	16.78	730,832	HOELSCHER EXCHANGE 2018 LLC - 2400 S. Persimmon	730,832	8,237.68	0.00	8,237.68
	16	0004	4.65	202,759	CCJ Collaborations 0 S. Persimmon	202,759	2,285.43	0.00	2,285.43
	4A	0014	1.70	76,162	Tomball EDC	76,162	0.00	0.00	0.00
	4B	0013	4.94	214,990	Packers Plus Energy Services (USA) Inc.	214,990	2,423.29	0.00	2,423.29
	8	0001	18.28	796,475	Tomball EDC	796,475	0.00	0.00	0.00
	10	0006	4.00	174,284	Dkota Invest. Inc. (Bimbo Bakery) 2211 S. Persimmon	174,284	1,964.47	0.00	1,964.47
	11	0007	2.76	120,361	PDGL - 0 Spell Circle	120,361	1,356.67	0.00	1,356.67
	12	0008	2.87	125,196	Nickson Tomball Industrial 21235 Spell Circle	125,196	1,411.16	0.00	1,411.16
	13	0009	2.90	127,857	Nickson Tomball Industrial 21255 Spell Circle	127,857	1,441.16	0.00	1,441.16
	14	0010	6.104	265,895	Nickson Tomball Industrial 21250/21560 Spell Circle	265,895	2,997.07	0.00	2,997.07
	15	0011	3.92	170,733	Tomball EDC - 0 Spell Circle	170,733	0.00	0.00	0.00
	2	0012	5.50	239,658	Suez - 21222 Spell Circle	239,658	2,701.34	0.00	2,701.34
	9	0005	2.52	109,802	Tomball EDC - 0 S Persimmon	109,802	0.00	0.00	0.00
TOTALS			81.73120	3,565,076		3,565,075.80	24,818.27	0.00	24,818.27



September 7, 2021

Dear Tomball B&TP POA Owners/Managing Agents,

You are hereby given notice that we will be conducting a meeting of the Board of Directors for the Tomball B&TP POA on Tuesday, September 14th at 5:30 PM at the Tomball City Hall located at 401 Market Street in the Council Chambers (first door on left when you walk in). You are welcome to attend the meeting in person or via Zoom. The Zoom link to the meeting will be sent out on Friday, September 10th when the agenda packet goes out. Attached is the agenda for the Tomball B&TP POA portion of the meeting only.

The Board of Directors will vote on an amendment to change the annual assessment due date from January 1st of each year to October 1st of each year since the fiscal year begins on October 1st. In addition, the amendment will change the annual assessment from a flat fee for all owners to an assessment rate based on the square footage of each property. This change is also incorporated into the proposed budget for 10/1/21-9/30/22 which is on the agenda.

Please contact me at warren.buehler@fsresidential.com or 713.984.7265 if you have any questions. Thank you.

Warren Buehler
Senior Community Manager of Tomball B&TP POA

TOMBALL B&TP POA

MEETING OF THE BOARD OF DIRECTORS FOR TOMBALL B&TP PROPERTY OWNERS ASSOCIATION, INC. HELD ON SEPTEMBER 14, 2021 AT 5:30 PM AT THE TOMBALL CITY HALL LOCATED AT 401 MARKET STREET IN COUNCIL CHAMBERS AND VIA ZOOM

ORDER OF BUSINESS

1. Call to Order
2. Amendment to “Declaration of Covenants, Restrictions and Conditions for Tomball Business and Technology Park” to Change Due Date and Assessment Rate
3. Proposed Budget for 10/1/21-9/30/22 for Tomball B&TP
4. See items on agenda for Tomball Economic Development Corporation Meeting

Special Joint Agenda Item Data Sheet

Meeting Date: September 14, 2021

Topic:

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

Background:

Origination: Aaron Farmer, President, The Retail Coach

Recommendation: Presentation item only; no Board action required.

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

FUNDING (IF APPLICABLE)

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

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

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

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

Special Joint Agenda Item Data Sheet

Meeting Date: September 14, 2021

Topic:

Presentation by Method Architecture – Houston, regarding South Live Oak Business Park.

Background:

Origination: Method Architecture - Houston

Recommendation: Presentation item only; no Board action required.

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

FUNDING (IF APPLICABLE)

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

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

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

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

Special Joint Agenda Item Data Sheet

Meeting Date: September 14, 2021

Topic:

Consideration and possible action by Tomball EDC to approve, as a Project of the Corporation, an agreement with Silver Accounting Group, LLC, to make direct incentives to, or expenditures for, rental assistance for new or expanded business enterprise to be located at 1431 Graham Drive, Suite 150, Tomball, Texas 77375. The estimated amount of expenditures for such Project is \$8,236.00.

- Public Hearing

Background:

The Tomball Economic Development Corporation has received a request from Brian Silver, Founder of Silver Accounting Group, LLC, for funding assistance through the TEDC's Rental Incentive Program for an accounting firm.

Silver Accounting Group, LLC was established in 2019 and provides a variety of accounting services to small and medium sized businesses. Services provided include tax preparation, bookkeeping, payroll, business consulting, and entity services.

The proposed location is a 2,534 square foot lease space located within the Bank of America building on Graham Drive.

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

The lease agreement that was submitted in conjunction with the request letter shows a five-year lease commitment with a monthly rent amount of \$2,745.17. The proposed grant amount is \$8,236, payable after the first year of operation based on landlord verification of rents paid and meeting the performance agreement criteria.

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

Origination: Brian Silver, Founder, Silver Accounting Group, LLC

Recommendation: Staff recommends approval of the proposed Performance Agreement with Silver Accounting Group, LLC.

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

Kelly Violette

FUNDING (IF APPLICABLE)

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

Yes: X No:

If yes, specify Account Number: #Project Grants

If no, funds will be transferred from account #

To account #

Signed _____

Staff Member-TEDC

Date

Approved by _____

Executive Director-TEDC

Date



Silver Accounting Group, LLC

Item 12.

Certified Public Accountants

1420 Fm 1960 Bypass Rd E STE 108, Humble, TX 77338
Phone (281) 446-5959 • Fax (281) 446-3833

September 9, 2021

Kelly Violette, CECd, PCED, AICP
Executive Director
Tomball Economic Development Corporation

Dear Kelly,

Silver Accounting Group LLC helps individuals, small businesses and non-profits with their tax planning, tax preparation, IRS representation, bookkeeping, payroll, entity services, and business advisory needs. We provide quality personal service at reasonable prices to a wide variety of clients. The firm has been in business since July 2019 and has grown rapidly by attracting new clients and acquiring two other firms. We currently serve over 2,000 clients mostly in the North Houston area.

Our only permanent office has been in Humble, TX but with our clientele growing in the Tomball area we are excited to establish a permanent office in Tomball. This will allow us to better serve our large existing local client base as well as become an active participant in the Tomball community and further grow our clientele. This new office will allow us to have client meetings, educational sessions, networking activities and add permanent employees in a professional office setting.

We have found a 2,534 square foot vacant space in the building at 1431 Graham Dr. that is being renovated. The size of the space will support our need to hire several new positions in the near future and will allow us to immediately place three of our staff there full time. In the coming months we will need to hire a receptionist and other positions for this upcoming tax season. In the future we will add more tax preparers, bookkeepers, and other staff as needed to support the growth.

We are funding the initial expenses of the move from our existing operations and those are primarily furniture, computers, and office supplies. We are requesting assistance from the Tomball EDC to offset some of the expenses which will allow us to speed up hiring the initial positions we need to add in preparation for the upcoming tax season.

Thank you for your consideration.

Sincerely,

Brian Silver
Silver Accounting Group LLC
brian@silveraccountinggroup.com



NEW BUSINESS RENTAL INCENTIVE PROGRAM

PART A –BUSINESS OWNER APPLICATION

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

Business Owner Applicant Information

Name of Business: Silver Accounting Group LLC

Current Business Physical Address: 1420 FM 1960 Byp Rd E, Suite 108

City, State & Zip: Humble, TX 77338

Mailing Address: 1420 FM 1960 Byp Rd E, Suite 108

City, State & Zip: Humble, TX 77338

Business Phone: 281-446-5959

Business Website: www.SilverAccountingGroup.com

Business Owner Name: Brian Silver

Applicant's Name (if different): _____

Position /Title: Owner

Phone and Email: 281-446-5959 / brian@silveraccountinggroup.com

Nature of Business: CPA Firm

Legal Form of Business

- ☐ Sole Proprietor
☐ Partnership Number of Partners _____
☐ Corporation
☒ Limited Liability Corp
☐ Other _____

Days and Hours of Operation

Days Open: Monday - Friday

Hours Open: 8am - 5pm

Business Start/Opening Date July 1, 2019

Employees

Full Time Employees (40 hours per week): 10

Part Time Employees (less than 40 hours per week): 1

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

No ☒ Yes ☐ (please explain)

Moving and Space Improvement Cost and Funding Information

Investment Data

Tenant Space Improvement (finish)	\$ <u>1,000</u>
Landlord Space Improvement (finish)	\$ <u>5,000</u>
Equipment and Display	\$ <u>30,000</u>
Product Stock (for Opening)	\$ <u>0</u>
Marketing (First Year)	\$ <u>5,000</u>

Sources of Funding for Move/Expansion

Funds invested by owner	\$ <u>0</u>
Funds from other sources*	\$ <u>35,000</u>
Total estimated cost to move/expand	\$ <u>35,000</u>

* Source of Funding and Amounts Current business operations

New Lease Property Information

Address of space to be leased: 1431 Graham Dr, Suite 120, Tomball, TX 77375

Total amount of square feet to be leased and occupied: 2534

Term of lease (minimum 3 years): 5 years

Gross rental rate \$ 4117.75 per month \$ 19.50 per s.f.

Additional lease terms and other monthly charges: Base rent is \$13/sqft per year and NNN expenses are estimated at \$6.50/sqft per year.

Indicate any rate increases: No rate increases in base rent

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

Silver Accounting Group LLC is a CPA firm currently located in Humble, TX and is looking to expand into the Tomball area with the same high quality service and reasonable prices. We offer tax preparation, tax planning, bookkeeping, payroll and business advisory services.

As we open a new location in the Tomball area we will be able to have 3 employees located in the office immediately. To service the number of customers we already have in the Tomball area and the growth we project in the near future we need to add more staff to the office and invest in more office furniture and equipment. We are self funding the initial expenses but this rental assistance would allow us to hire more employees from the Tomball area much sooner and get the equipment they need. Without the assistance we will have to wait longer to hire more staff and we won't be able to service as many customers.

The ability to hire more staff as soon as possible will directly impact our ability to service individuals, small businesses, and non-profits in the Tomball area as we have done in the Humble area. We help small business owners get their businesses started and grow. With the economic turmoil of the past 2 years we have dedicated ourselves to helping small businesses not only survive but thrive and grow. We have also been able to help many individuals navigate the financial impacts of COVID.

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

As a professional services firm we work closely with related local business such as banks, attorneys, insurance agents, realtors, marketing agencies and community organizations such as the Chamber of Commerce. As we open the Tomball office we will become active members of the Chamber of Commerce and build a network of related businesses to recommend to customers.

We will look for opportunities to sponsor Chamber of Commerce events and other local events as well as find opportunities to support the community through educational sessions and other activities. As active members of the community we are open to ideas on how we can best support and benefit the community for the long term.

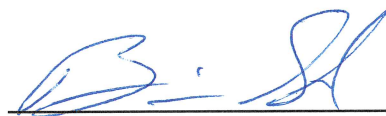
Certification

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

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

Brian Silver

Printed Name of Principal Owner



Signature

09/09/2021

Date

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

Kelly Violette

Tomball Economic Development Corporation

29201 Quinn Road, Suite B

Tomball, TX 77375

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



NEW BUSINESS RENTAL INCENTIVE PROGRAM

PART B – PROPERTY OWNER/LANDLORD APPLICATION

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

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

Property Address: 1431 Graham Dr, Tomball, TX 77375

Property Owner of Record: Headquarters Too, LLC

Mailing Address: 3302 Canal

City, State & Zip: Houston TX 77003

Phone: 281 602 3500 Email: PETER@TPC-RE.COM

Name(s) of Authorized Signatories: PETER LICATA

Name of Management Company: TPC Real Estate

Name of Representative/Contact Person: PETER LICATA

Management Company Address: 3302 Canal

City, State & Zip: Houston, TX 77003

Phone: 281 602 3500 Email: PETER@TPC-RE.COM

Name of proposed business at site:

Silver Accounting Group LLC

Name of business owner:

Brian Silver

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

SITE & LEASE INFORMATIONTotal amount of square feet to be leased and occupied by business: 2534Term of lease: 5 yearsGross rental rate \$ 4117.75 per month \$ 19.50 per s.f.Additional lease terms and other monthly charges: Base rent is \$13/sqft per year and NNN expenses are estimated at \$6.50/sqft per year.Indicate any rate increases: No rate increases in base rentIs the subject space currently vacant? Yes ☒ No ☐If yes, how long has the space been vacant? unknown monthsName of previous tenant: Title CompanyPrevious Rental Rate: \$ unknown Per Month \$ unknown Per Square Foot**CERTIFICATIONS****Are all real estate and personal property taxes due the City of Tomball paid in full?**Subject Property: YES ☒ NO ☐ (Please explain on supplemental sheet)Other Properties: YES ☒ NO ☐ N/A ☐**Are all City of Tomball water and sewer bills due paid in full?**Subject Property: YES ☒ NO ☐ (Please explain on supplemental sheet)Other Properties: YES ☒ NO ☐ N/A ☐**Have you been cited for any existing zoning, building or property maintenance code violations that remain uncorrected?**Subject Property: YES ☐ NO ☒ (Please explain on supplemental sheet)Other Properties: YES ☐ NO ☒ N/A ☐**Are you involved in any litigation with the City of Tomball?**☐ YES (Please explain on supplemental sheet)☒ NO

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

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

HENDONWARTERS Too LLC

Printed Name of Property Owner/Landlord

[Signature]

Signature

9-8-21

Date

1431 Graham Road Tomball Texas

OFFICE LEASE

THIS LEASE is made this 19th day of July 2021 by and between Headquarters Too, LLC a Texas limited liability company ("Landlord"), and Silver Accounting Group, LLC, ("Tenant").

1. **Rent.** Landlord hereby leases to Tenant Suite 150 on the first floor of the office building located at 1431 Graham Road Tomball Texas (the "Building"), consisting of 2534 square feet of rentable space (the "Premises") beginning on the Rental Commencement Date (defined below) for a term of 60 full calendar months (the "Term"). During the Term, Tenant shall pay rent to Landlord in (the "Base Rent") as follows:

Year 1-5

\$13.00sf annually (\$2,745.17 per month)

The Rental Commencement Date shall be the date 1 day after Landlord delivers to Tenant the Premises with the alterations shown on Exhibit A substantially completed. If the Rental Commencement Date occurs on a date other than the first day of any month, then the Rent for such partial month shall be prorated. The Term of the Lease will for 60 full calendar months starting on the first day of the following month. See Exhibit A for a description of the alterations and any special provisions. Upon execution of this Lease Tenant shall pay to Landlord \$5,490.34 for the first month's rent (\$2,745.17) and the Security Deposit (\$2,745.17).

In addition to the Base Rent, Tenant shall pay to Landlord Tenant's Pro Rata Share of the cost of maintenance of the Building and Common Area. The Common Area is defined as that part of the Building intended for the common use of all tenants, including among other facilities hallways, bathrooms, lobby areas, private streets and alleys, parking lots, landscaping, curbs, loading areas, sidewalks, lighting facilities, and related areas. Common Area Maintenance Costs include, among other costs, all costs and expenses of maintaining, replacing and repairing the Building and Common Areas such as lighting, painting, cleaning, policing, inspecting, repairing and replacing, maintaining and repairing the roof, all HVAC units utility mains, lines, grease traps, conduits and other facilities located on, above or under the Common Area, and a reasonable management fee for the management of the Building. In addition, Common Area Maintenance Charges shall include (i) all real estate taxes owing as a result of the ownership of the Property including all assessments, impositions, levies, charges, excise fees, licenses, and other sums (whether now existing or hereafter arising, whether foreseen and whether made under the present

system of real estate taxation, or some other kind or system of taxation, whether current or future), levied, assessed, charged, or imposed by any governmental authority or other taxing authority, or which accrue on the Building and the Property and (ii) all insurance premiums, costs and expenses, on all fire and extended coverage insurance, boiler insurance, public liability and property damage insurance, rent insurance, and any other insurance which, from time to time, may, at Landlord's election, be carried by Landlord with respect to the Building and the Property.

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

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

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

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

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

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

6. **Insurance.** Tenant shall procure and maintain throughout the Term of this Lease a policy or policies of insurance, at its sole cost and expense, insuring both Landlord and Tenant against all claims, demands or actions arising out of or in connection with Tenant's use or occupancy of the Premises, or by the condition of the Premises. The limits of such policy or policies shall be in an amount not less than \$1,000,000 combined single limit for bodily injury and/or property damage for each occurrence. Tenant shall obtain a written obligation on the part of each insurance company to notify Landlord at least 30 days prior to cancellation of such insurance. Such policies or duly executed certificates of insurance shall be promptly delivered to Landlord and renewals thereof as required shall be delivered to Landlord at least 30 days prior to the expiration of the respective policy terms. If Tenant should fail to comply with the foregoing requirements relating to insurance, Landlord may obtain such insurance and Tenant shall pay to Landlord on demand, as additional Rent hereunder, the premium cost thereof.

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

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

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PL

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

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

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

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

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

10. **Assigns**. This lease shall bind Landlord and Tenant and their respective heirs, assigns, administrators, legal representatives and executors. Tenant shall not assign this Lease without Landlord's prior written consent.

11. **Security Deposit**. Tenant agrees to pay a Security Deposit of \$2,745.17 to secure Tenant's pledge of full compliance with the terms of this agreement.

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

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

EXECUTED as of the date hereinabove stated.

LANDLORD:
Headquarters Too, LLC



By: Peter Licata, its Manager


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TENANT: Silver Accounting Group LLC


Brian Silver (Jul 21, 2021 14:30 CDT)

By: Brian Silver, its Member

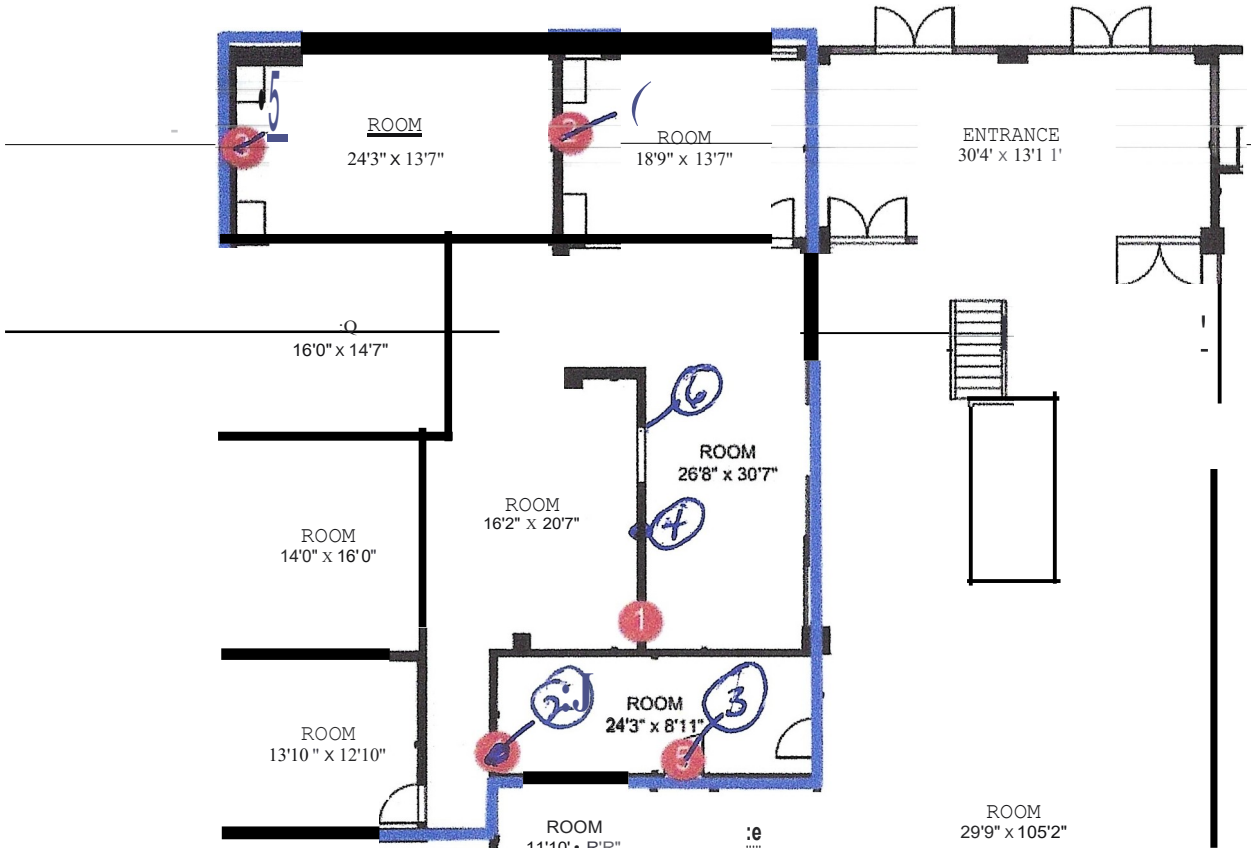
Exhibit A

Special Provisions

1. At no cost to Tenant, Landlord will use commercially reasonable efforts to substantially complete the renovation of the Premises shown on the attached diagram, on or before September 1, 2021.
2. Tenant shall have the option to renew the term of the Lease for an additional term of 5 years exercisable by Tenant upon at least 180 days prior written notice to Landlord before the end of the initial Term. The Rent during the option period shall be the market rate for comparable buildings in Tomball.
3. Tenant, at its sole cost, shall have the right to add its name to the existing monument sign, using 1 full panel. Signage to be approved by Landlord prior to installation.


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PL 49



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Silver Accounting Group LLC Lease

Final Audit Report

2021-07-21

Created:	2021-07-21
By:	Peter Licata (peter@tpc-re.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAADoGENx8oeetgupAwhy3q3SeVoAf3q-AW

"Silver Accounting Group LLC Lease" History



Document created by Peter Licata (peter@tpc-re.com)

2021-07-21 - 6:00:26 PM GMT - IP address: 66.249.107.222



Document emailed to Brian Silver (brian@silveraccountinggroup.com) for signature

2021-07-21 - 6:02:58 PM GMT



Email viewed by Brian Silver (brian@silveraccountinggroup.com)

2021-07-21 - 7:21:31 PM GMT - IP address: 98.195.171.174



Document e-signed by Brian Silver (brian@silveraccountinggroup.com)

Signature Date: 2021-07-21 - 7:30:32 PM GMT - Time Source: server- IP address: 98.195.171.174



Document emailed to Peter Licata (peter@tpc-re.com) for signature

2021-07-21 - 7:30:34 PM GMT



Email viewed by Peter Licata (peter@tpc-re.com)

2021-07-21 - 7:32:35 PM GMT - IP address: 66.249.80.185



Document e-signed by Peter Licata (peter@tpc-re.com)

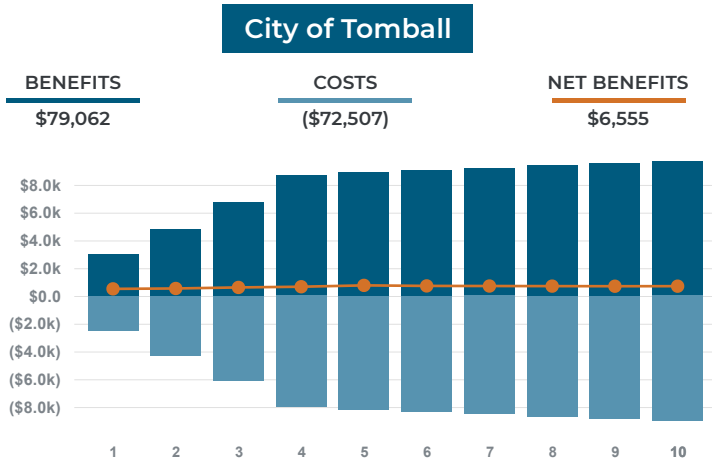
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Agreement completed.

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Recruitment Scientific Research and Development Services



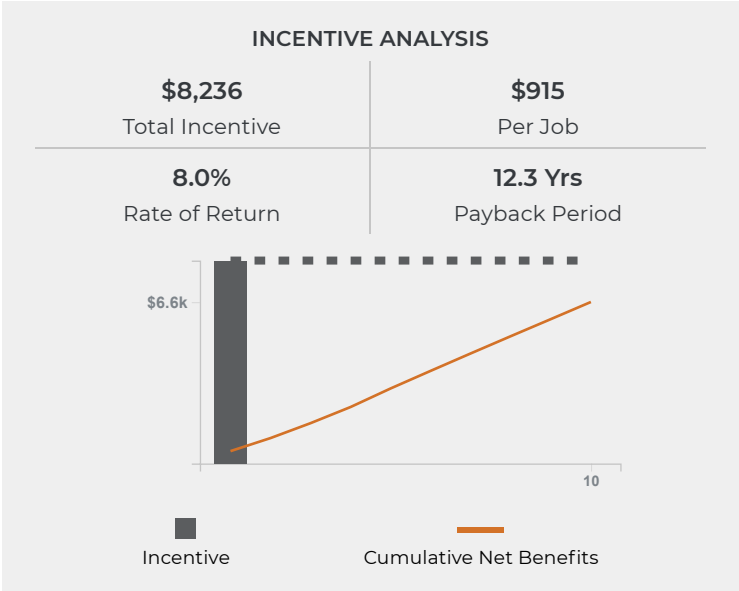
NET BENEFITS **\$6,555**
Present Value \$4,994

BENEFITS

Sales Taxes	\$4,563
Real Property Taxes	\$138
FF&E Property Taxes	\$1,134
Inventory Property Taxes	\$0
New Residential Property Taxes	\$335
Hotel Occupancy Taxes	\$0
Building Permits and Fees	\$0
Utility Revenue	\$52,781
Utility Franchise Fees	\$3,305
Miscellaneous Taxes and User Fees	\$16,807
Benefits Subtotal	\$79,062

COSTS

Cost of Government Services	(\$19,448)
Cost of Utility Services	(\$53,059)
Costs Subtotal	(\$72,507)



JOBS **Item 12.**
11.6 Total
9.0 Direct
2.6 Spin-off

SALARIES
\$38,412 Avg
\$40,000 Direct
\$32,958 Spin-off

CAPITAL INVEST.
\$70,000
Buildings + FF&E

RESIDENTIAL DEV.
0.0 Homes
0.3 Relocations

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 **Silver Accounting Group, LLC** (the “Company”), 1420 FM 1960, Byp Rd E, Suite 108, Humble, TX 77338

WITNESSETH:

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

WHEREAS, the Company proposes to lease a 2,534 square foot existing office space located at 1431 Graham Drive, Suite 150, Tomball, Texas 77375 (the “Property”), and more particularly described in Exhibit “A,” attached hereto and made a part hereof; and

WHEREAS, the Company currently provides a full range of accounting, bookkeeping, consulting, payroll, and business services and proposes to expand its business operations by opening a full-service CPA office at the Property; and

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

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

to exceed Eight Thousand Two Hundred Thirty-Six Dollars (\$8,236.00), in accordance with an established Rental Assistance Incentive; and

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

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

1.

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

2.

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

3.

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

4.

In consideration of the Company's representations, promises, and covenants, TEDC agrees to grant to the Company an amount equal to twenty-five percent (25%) of the base monthly rent for the first 12 consecutive months of operation not to exceed Eight Thousand Two Hundred Thirty-Six Dollars (\$8,236.00). The TEDC agrees to distribute such funds to the Company within thirty (30) days of receipt of a letter from the Company requesting such payment, which letter shall also include: (a) a copy of the City's occupancy permit for the Property; (b) proof that the Company has added the number of employees indicated above to its business operations on the Property, as evidenced by copies of Texas Workforce Commission form C-3 or Internal Revenue Service Form 941; and, (c) an affidavit from the landlord of the Property stating that all rents have been paid in accordance with the terms of the lease agreement for the first twelve consecutive months of operation.

5.

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

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

6.

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

7.

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

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

If to Company:	Silver Accounting Group, LLC 1420 FM 1960 Byp Rd. E, Suite 108 Humble, TX 77338 Attn: Brian Silver, Owner
----------------	--

8.

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

9.

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

10.

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

11.

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

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the parties on this _____ day of _____ 2021 (the "Effective Date").

SILVER ACCOUNTING GROUP, LLC

By: _____

Name: Brian Silver

Title: Owner

ATTEST:

By: _____

Name: _____

Title: _____

TOMBALL ECONOMIC DEVELOPMENT CORPORATION

By: _____

Name: Gretchen Fagan

Title: President, Board of Directors

ATTEST:

By: _____

Name: Bill Sumner Jr.

Title: Secretary, Board of Directors

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____ 2021, by Brian Silver, Owner of Silver Accounting Group, 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 _14th_ day of __September__ 2021, by Gretchen Fagan, President of the Board of Directors of the Tomball Economic Development Corporation, for and on behalf of said Corporation.

 Notary Public in and for the State of Texas

My Commission Expires: _____

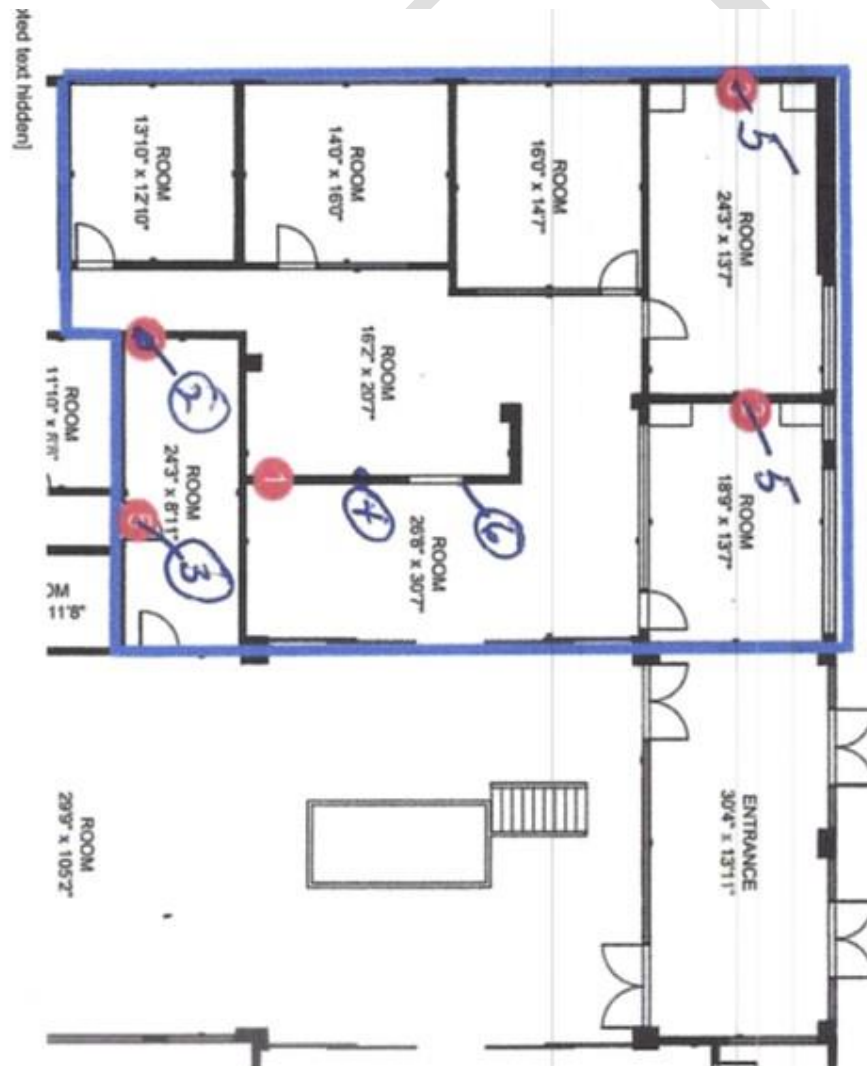
(SEAL)

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

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

Headquarters Too, LLC Building

Property Address: 1431 Graham Road, Suite 150, Tomball, TX 77375



Special Joint Agenda Item Data Sheet

Meeting Date: September 14, 2021

Topic:

Consideration and possible action by Tomball EDC regarding a Project Agreement with the Friends of Tomball Community Library under Section 505.158 of the Development Corporation Act.

- Public Hearing

Background:

Staff has received an official request for grant funding assistance from Janna Hoglund, Director, LSC-Tomball Community Library for assistance with developing a Young Adult Space to serve area youth.

In the attached letter, Ms. Hoglund provides an overview of the project, which includes remodeling a second-floor space at the Tomball Library and purchasing technology programs and equipment to provide improved access to advanced technology, resources, educational opportunities and other relevant services. The goal of the project is to create a space that will provide learning and development experiences for youth, including workforce education initiatives, bridging technology gaps, and provide various skills to prepare them for the future.

Goal 5 of the TEDC Strategic Plan (Education and Workforce Development) is to partner with Local/Regional Educational institutions to further develop youth workforce initiatives in the city.

Origination: Janna Hoglund, Director

Recommendation:

Staff recommends approval of the Project Agreement with the Friends of Tomball Community Library.

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

Dear Tomball Economic Development Corporation,

The LSC-Tomball Community Library is committed to providing innovative services within the greater Tomball area for all age groups including the local youth. One of our current goals is to improve services for the local teens and to create an efficient teen space via its very much needed reorganization. The purpose of the reorganization is to provide the teens with the improved access to advanced technology, resources, educational opportunities and other relevant services. The goal is to create the space that will provide teens' development through their guidance into adulthood, workforce education initiatives, improving their quality of life, and various experiences to prepare them for the future. These resources will be also applicable to different age groups.

We are excited for the opportunity to partner with the Tomball Economic Development Corporation and thankful for the support.

Problem Statement and Needs Assessment

There are few free spaces in the Tomball area where teens can go to. We would like our teens space to become one of the teens' destinations.

"The allotment of space in public buildings clearly illustrates which groups matter and which do not," (Velasquez, 2016)¹. Currently the LSC-Tomball Community Library does not provide an adequate space for the teens in our community. The current YA space has the following service obstacles:

- Lack of the regular and advanced equipment appealing to this age group
- Lack of the services for teens due to the lack of the above stated equipment
- Outdated and unappealing décor
- No librarian service point (inability to offer specialized teen services, difficulty offering programs, inability to provide consistent technical support in the YA Space and to secure the space)

Research shows that teens from low-income households have limited access to technology, resulting in fewer opportunities to become technologically literate. Studies from the Pew Research Center have found that households that make less than \$30,000 a year are unlikely to have smartphones, computers, tablets or access to the internet at home, which leaves them "more likely to face obstacles in navigating this increasingly digital environment" (Vogels, 2021)². The updated YA Space can bridge this economic gap to improve career readiness and quality of life by providing access to advanced technology and related services.

¹ Velasquez, J. (2016, August 31). A place of their own. American Libraries Magazine. <https://americanlibrariesmagazine.org/2016/09/01/library-teen-spaces-place-of-their-own/>.

² Vogels, E. A. (2021, June 22). Digital divide persists even as Americans with lower incomes make gains in tech adoption. Pew Research Center. <https://www.pewresearch.org/fact-tank/2021/06/22/digital-divide-persists-even-as-americans-with-lower-incomes-make-gains-in-tech-adoption/>

Teen spaces reorganization have been proven to be successful in other public libraries (I.e., Logan Library in Philadelphia, the Los Angeles Public Library, the Orland Park Library and several others)³. The results of the on the Chicago Public Library reported that:

...youth of all participation types reported more involvement with their chosen interest(s) than they had when they first came...teens claimed they had improved in at least one digital media skill...participants reported that their participation had improved their academic skills...helping them communicate better with adults and improve their writing skills...finally, participants had reported [that the project] had helped them understand more about the opportunities available to them after high school (Sebring)⁴.

The Teens space reorganization represents Phase 2 of the Tomball Innovation Lab initiative that started in 2019 and had its grand opening on January 28, 2020. This initiative was supported by the Tomball Chamber of Commerce, the Tomball Economic Development Corporation, Tomball ISD, HCA-Houston Healthcare Tomball and the city of Tomball. The investment between HCPL and outside agencies totaled over \$45,000 (funds were used to purchase advanced technical equipment such as a laser cutter, 3D printers, laptops, and other). The addition of the TIL showed significant increase in community engagement and participation in technology-focused classes and programs*:

	January 2019-February 2019	January 2020-February 2020
Technology related programs	40	53
Average attendance	69	363
Average technology classes offered	43	70
Average technology focused contact hours	187	785

*Statistics are prior March 2020 (due to the pandemic).

The Space

The YA space will provide educational opportunities to our teens, jobs preparation and career development, technological literacy, social literacy and leadership experiences.

³ Kozlowicz, C. (2020, January 26). Menomonee falls public library plans to create a teen center. Milwaukee Journal Sentinel. <https://www.jsonline.com/story/communities/northwest/news/menomonee-falls/2020/01/23/menomonee-falls-public-library-include-teen-center-improvements/4530436002/>

Renewing our story. Orland Park Public Library. (2021, January 11). <https://www.orlandparklibrary.org/renewing-our-story-blog/>
Teen'scape: The origin story. Teen'Scape: The Origin Story. (2015, November 12). <https://www.lapl.org/collections-resources/blogs/lapl/teen%E2%80%99scape-origin-story>

Hahn, A. (2018, December 18). At rejuvenated Logan Library, room for the noisy joy of teenage kicks. <https://whyy.org/>.
<https://whyy.org/articles/at-rejuvenated-logan-library-room-for-the-noisy-joy-of-teenage-kicks/>

Lange, A. (2018, May 24). Young adult architecture. Curbed. <https://archive.curbed.com/2018/5/24/17389648/library-architecture-teens-public-space>

⁴ Sebring, P. A., Brown, E. R., Julian, K. M., Ehrlich, S. B., Spote, S. E., Bradley, E., & Meyer, L. (2013). Teens, digital media, and the Chicago public library. University of Chicago Consortium on Chicago School Research

Teen-Focused Furniture:

It is essential to provide teens with appealing décor, age-appropriate furniture and specialized librarian services. To this end we have researched furniture that is appealing, mobile and encourages project collaboration and ease of use for YA Space resources.

- Minimalistic service desk
 - Specialized, non-invasive or intimidating young adult librarian presence in the young adult space
 - Increases young adult reference and guidance for technology use
 - Librarians can supervise the YA Space, secure YA Space technology while not appearing invasive
- Modern furniture
 - Multi-functional furniture
 - Mobile chairs and tables are easily arranged for focused programming as well as casual collaboration and socialization
 - Chairs with power sources for charging wireless devices, moveable footstools with storage for backpacks and textbooks, mobile side tables for holding devices and books
 - Dividers in order to section off the room for programs while still allowing access to the YA space for casual use.

Estimated Cost for space remodel and refurnish: \$17,674

Featured Technology and Related Programs/Activities

The teen space must remain up-to-date with technology and equipment that is attractive and engaging with teens. Digital literacy is crucial for success in today's workforce, and access to these advanced technologies will also support learning and development in problem solving, health and wellness, and social skills.

Some of the proposed equipment:

- Digital Table – an interactive smart table with a touch screen interface. It has access to the internet and multiple activities via downloadable applications on several topics (I.e., education prep – Acellus Student; resume building – Resume Maker Professional 20; language learning – DuoLingo, art – Sketchbook Pro, Animation Desk Classic, Adobe Creative Cloud; design and drawing CorelCAD, Inkscape; and others). The table is compatible with multiple devices. Planned programs to use the digital table include Teen Tech Tuesdays, Career Workshops, and Robotics/Engineering Challenges.
- Digital Wall - a large screen display on one of the space's walls. (I.e., hosting virtual visits from local to international guests, virtual seminars, public speaking and presentations opportunities, collaborative learning and gaming) Planned programs to use the digital wall include special virtual events, Teen Anime Club, and Teen Advisory Group.
- Virtual reality headsets – wireless with realistic virtual experiences through downloadable apps or via Internet connection (cognitive and well-being applications – VRHealth Portal, Appility; interactive interview practice – VirtualSpeech Training; education - virtual tours of worldwide historical locations and museums; health – Human Anatomy VR to explore the human body) Planned programs to use virtual reality include special Quest, Focus on Art, and Teen Tech Tuesday.

Estimated Cost for Technology and Equipment: \$29,940

Total estimated cost: \$47,614

Desired Outcomes and Measurements

Desired Outcomes

Program: Teen Space Reorganization

Situation: Currently the LSC-Tomball Community Library does not provide an adequate space for the teens in our community

Inputs (What we invest)	Outputs (What we do and who we do it to.)		Outcomes – Impact (The incremental events/changes that occur as a result of the outputs)		
	Activities	Participation	Short	Medium	Long
Funding Advanced technology Engaged and creative staff TEDC support	Marketing and outreach Programs and events Career Workshops Creative Writing Group Technology and computer programs Professional visits Art and design programs Teen Advisory Group	Customers (teens) Community Teens Community Partners Families Teens School groups Other libraries	Improved access to advanced technology in the library Increased participation in a variety of library programs Increased connection with peers Increased creative expression Increased literacy: general, technology, health	Increased creative and practical application of technology skills Increased social skills and confidence with others Increased skills with particular creative expression (more skilled at digital drawing, for example) Forward thinking attitude towards career opportunities	Improved quality of life due to increased literacy skills Engagement with job-skill and education related activities Solid social skills and social confidence Decreased anxiety and uncertainty toward shift to adulthood Lifelong library users Independent learners Increased collaboration with partners

Assumptions

A dedicated teen space in the library is an ideal space for teens to gain career development skills, technological literacy, social literacy and educational experiences

External Factors

Covid has delayed reorganization, and re-introducing the teen space will be challenging after a long time

Performance Indicators of Success:

Quantitative:

- Increase in teen usage of the YA Space
- Increase in attendance/participation of teen programs
- Increased variety of teen programs offered
- Increased teen usage of advanced technology and TIL equipment

Qualitative:

- Positive public feedback of the YA Space services via
 - surveys,
 - teen advisory group feedback
 - comment cards
 - impact stories

Sample of Planned YA Space Programs

- **Bi-Weekly Career Workshops:** Centered around job and career relate themes, these workshops can help to focus career goals, write resumes, practice interview skills, and can use the available technology (iPad, touch table, ect) to boost teens' technical skills. Guest speakers and professional contacts would be a great option here as well.
- **Weekly Teen Writers' Group:** Creative focus, writing, utilizing library resources to learn about publishing. Writing and language skills are extremely important for young people entering the workforce, and this program will help to increase competence and confidence.
- **Weekly Teen Tech Tuesdays:** Teens will focus on learning technology skills through lessons and free experimentation with interactive smart table, robotics kits, VR, and more. The goal is to develop confidence with technical applications and critical thinking skills.
- **Weekly Teen Anime Club:** In this club, teens can interact and develop social skills around a shared interest in anime and Japanese art/culture. Here, they can utilize the iPad and smart table to create their own art and animation projects, and also connect with other Innovation Lab equipment such as the 3D printer and laser cutter.
- **Weekly Teen Gaming Fridays:** Through collaborative and educational gaming we can encourage literacy activities like reading, writing & creating, as well as co-operative play and problem solving. Many games are themed around creating and learning, as well as being entertaining to play.
- **Bi-weekly Family Saturday:** Allow for the community to come in and use YA Room technology with guidance from YA Room staff. Getting parents and families of teens involved with activities in the Teen Space is important to maintain long-term engagement.
- **Weekly Homeschool groups:** A specific time to accommodate homeschooled teens during the day. The Teen Space will give homeschooled teens an opportunity to socialize, access new technology, and develop life and job-related skills.
- **Special events:** Through outreach to YA authors, other teen groups, and career professionals, the Teen Space will become a hub for teens to gain new information and perspectives on career options, how to improve their quality of life, and how to enhance their education and vocational opportunities.
- **Monthly Robotics Basics Build:** Go over the basics of building robots using the Mindstorm kits. This would cover basic builds that help understand different motor functions and coding to utilize those tools.
- **Quarterly Robotics Challenge:** Create challenges that must be completed by a robot built from these kits. Participants would have multiple days to design and build a robot that will then have to be tested by the challenges laid out ahead of time.
- **Weekly Free Build:** Allow kits to be checked out by patrons for use in the YA room with supervision. This allows free flow creative building and design.
- **Monthly Arduino Kit Projects:** Create programs that will focus on different aspects of the tools available in the Arduino kit to showcase how they can be used to create control devices and be implemented in other projects
- **Quarterly Arduino Kit Design Challenge:** Create a program that tasks participants with creating a control device that will be able to do specific tasks and allow them to design and create the final product.
- **Weekly Quests:** Find applications or experiences that promote a theme (exploration, health, careers, etc). Provide those experiences to those who may not otherwise be able to enjoy them in the real world (Tours of faraway places, walks through art museums, new takes on history through first person perspective). Integrate the quests into the game day programs by using VR games that are team focused (Keep Taking and Nobody Explodes, etc.)

- **Weekly Focus on Art:** Art and design sessions using iPad and interactive table to encourage creativity and connect art with technology. Can also be combined with VR technology to create interactive sculpture and displays.
- **Teen Advisory Group:** A group for teens to communicate and give feedback on library programs, help other in the community, and develop teamwork and collaboration skills. TAG activities include teen organized and led clubs and programs, volunteers, and connections with other teen groups around the world via our digital wall.

TOMBALL ECONOMIC DEVELOPMENT CORPORATION PROJECT AGREEMENT

This Project Agreement (this “Agreement”) is made by and between the Tomball Economic Development Corporation, a State of Texas Type B Economic Development Corporation (the “TEDC”), and Friends of Tomball Community Library, a 501c3 nonprofit organization (the “Organization”) and is entered into by the Parties on the date of execution below (the “Effective Date”).

RECITALS

WHEREAS, the TEDC’s Board of Directors (the “Board”), at its meeting on September 14, 2021, after conducting a public hearing that was published on September 10, 2021, found that a project that included the TEDC’s provision of land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements to the Lone Star College- Tomball Community Library would promote new or expanded business development (the “Project”); and

WHEREAS, through the Project, the TEDC will assist the Organization in promoting and expanding business development in the City of Tomball, Texas (the “City”) by providing \$47,614.00 to the Organization to remodel and refurnish a youth space and for the purchase of Technology Programs and Equipment (the “Equipment”), with a quote for the Equipment being attached to this Agreement as “Exhibit B”; and

WHEREAS, the Organization, in partnership with the Lone Star College–Tomball, a branch of the Lone Star College System, a State of Texas public community college (the “College”), the Harris County Public Library (the “HCPL”), and Harris County Precinct 4 (the “Precinct”), will use the Equipment to provide improved access to advanced technology, resources, educational opportunities and other relevant services to promote educational and job training opportunities for the College and the HCPL as well as residents of the City and the Precinct (the “Training”); and

WHEREAS, in addition to the Training, the City and the Precinct will use the Equipment at an Young Adults Space at the HCPL that will be open to the public and be focused on promoting and expanding business development in the City and the Precinct (the “Lab”), with a more detailed description of the Training and the space being attached to this Agreement as “Exhibit A”; and

WHEREAS, as consideration for the TEDC’s provision of funding to the Organization for the Improvements and Equipment through the Project, the Organization has agreed to satisfy and comply with certain terms and conditions provided in this Agreement; and

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

AGREEMENT

Section 1. Term.

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

Section 2. Organization Obligations.

A. Continued Operation. The Library hereby covenants and agrees that it will continue to operate and develop its Young Adult Space in the City throughout the Term.

Section 3. TEDC Obligations.

A. Project Payment. In consideration of the Organization representations, promises, and covenants, the TEDC agrees to grant to the Organization \$47,614.00 to remodel and refurbish the space and for the purchase of Technology Programs and Equipment (the “Equipment”), with an invoice for the Equipment being attached to this Agreement as “Exhibit B”.

B. Additional Incentive Payment. To the extent allowed by law, the Board may amend this Agreement to allow for additional provisions of land, buildings, equipment, facilities, expenditures, targeted infrastructure, or improvements to the Library that would promote new or expanded business development.

C. Contingency. The Parties understand and acknowledge that the funding of this Agreement is contained in the TEDC’s annual budget and is subject to the approval of the Board in each fiscal year. The Parties further agree that should the Board fail to approve a budget which includes sufficient funds for the continuance of this Agreement, or should the Board fail to certify funds for any reason, then and upon the occurrence of such event, this Agreement shall terminate as to the TEDC and the TEDC shall then have no further obligation to the other Party. When the funds budgeted or certified during any fiscal year by the TEDC to discharge its obligations under this Agreement are expended, the library’s sole and exclusive remedy shall be to terminate this Agreement.

Section 4. Termination.

A. This Agreement shall terminate upon the expiration of the Term, unless terminated earlier as the result of a default by the Organization under one of the following provisions:

1. General Default. Either Party may terminate this Agreement during the Term as provided in this paragraph if the other Party is in default by failing to comply with the obligations of this Agreement. The Party alleging the default will give the other Party notice of the default in writing. If the Party in default fails to cure the default within sixty (60) days of the date of the notice, then the Party giving the notice may terminate this Agreement by written notice to the other Party, specifying the date of termination. However, neither Party may be deemed to be in default of this Agreement if performance of this Agreement is delayed, disrupted, or becomes impossible because of any act of God, war, earthquake, fire, strike, accident, civil commotion, epidemic, act of government, its agencies or offices, or any other cause beyond the control of the Parties (the “force majeure”) during the Term, but only for so long as the event of force majeure reasonable prevents performance.

2. Funding Agreement Default. In the event Organization enters into any type of funding agreement with the City and such funding agreement terminates because of default of the Organization, then this Agreement shall terminate.

3. Undocumented Worker Employment Default. According to Chapter 2264 of the Texas Government Code (the “Code”), the Library will not knowingly employ an individual who, at the time of employment: (i) is an undocumented workers as that term is defined in the Code; and, (ii) is not lawfully admitted for permanent residence to the United States or, is not authorized under the law to be employed in that manner in the United States. Additionally, if the is convicted of a violation under 8 U.S.C. Section 1324a(f), then the conviction is a breach of this Agreement and the TEDC will send the Library written notice that the Library has violated this paragraph and that the Agreement terminates thirty (30) days from the date of the notice.

B. It is understood and agreed by the Parties that, in the event of a default by the TEDC on any of its obligations under this Agreement, the Library's sole and exclusive remedy shall be limited to either the termination of this Agreement, or a suit for specific performance.

Section 5. Reimbursement For Default.

If this Agreement terminates because of the Organizations' default, then the Organization shall reimburse the TEDC for all expenses that the TEDC has made to the Organization related to this Agreement, excluding any previous reimbursement payments made by the Organization under this Agreement (the "Reimbursement"). The Reimbursement shall be in accordance with the following provisions:

1. The Reimbursement shall be made for all direct expenses paid by the TEDC to the Organization along with interest at the rate equal to the 90-day Treasury Bill plus one-half percent (½ %) per annum, within one hundred twenty (120) days after the TEDC notifies the Organization of the default;
2. The Reimbursement shall include any and all reasonable attorney's fees and costs incurred by the TEDC as a result of any action required to enter into this Agreement and to obtain the Reimbursement; and,
3. The Reimbursement obligation survives termination of this Agreement.

Section 6. Miscellaneous.

A. Liability. 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 related to this Agreement.

B. Assignability. This Agreement may not be assigned by the Organization to any other person or entity unless the TEDC consents in writing to such assignment.

C. Jurisdiction and Venue. 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.

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

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

To the TEDC:
Tomball Economic Development Corporation
Attn: President, Board of Directors
401 West Market Street
Tomball, Texas 77375

Friends of Tomball Community Library:
Friends of Tomball Community Library
Attn: Lain Hopwood

F. No Waiver. The failure of either Party to insist in any one or more instances on the performance of any of the terms, covenants, or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, or condition, or right with respect to further performance. However, the TEDC hereby reserves and retains any and governmental immunities that it might now have or possess in the future.

G. Severability. 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.

SIGNATURES

THIS AGREEMENT is hereby executed by the Parties on this _____ day of _____ 2021.

FOR: THE TEDC

**FOR: FRIENDS OF TOMBALL
COMMUNITY LIBRARY**

By: _____

By: _____

Name: Gretchen Fagan

Name: _____

Title: President, Board of Directors

Title: _____

ATTEST:

ATTEST:

By: _____

By: _____

Name: _____

Name: _____

Title: Secretary, Board of Directors

Title: _____

ACKNOWLEDGMENT – FOR THE ORGANIZATION

**THE STATE OF TEXAS §
COUNTY OF HARRIS §**

This instrument was acknowledged before me on the _____ day of _____ 2021,
by _____, _____ of _____,
Name Position/Title Entity Name
for and on behalf of said Entity.

Notary Public in and for the State of Texas

My Commission Expires: _____

(SEAL)

ACKNOWLEDGMENT – FOR THE TEDC

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the _____ day of _____ 2021,
Day Month
by Gretchen Fagan, President of the Board of Directors of the Tomball Economic Development Corporation, for and on behalf of said Corporation.

Notary Public in and for the State of Texas

My Commission Expires: _____

(SEAL)

EXHIBIT A – TRAINING PROGRAM & INNOVATION LAB DESCRIPTION

EXHIBIT B – INVOICE FOR EQUIPMENT

Special Joint Agenda Item Data Sheet

Meeting Date: September 14, 2021

Topic:

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

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

Background:

Origination: Kelly Violette, Executive Director

Recommendation:

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

FUNDING (IF APPLICABLE)

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

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

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

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

Special Joint Agenda Item Data Sheet

Meeting Date: September 14, 2021

Topic:

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

Background:

Origination: Kelly Violette, Executive Director

Recommendation:

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

FUNDING (IF APPLICABLE)

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

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

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

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

Special Joint Agenda Item Data Sheet

Meeting Date: September 14, 2021

Topic:

Consideration and possible action by Tomball EDC to approve that one certain commercial real estate contract – unimproved property between the Corporation as Seller and KTB Properties as purchaser and authorize the execution of contracts and documentation by the EDC Executive Director relating to approximately 2.5 gross acres of land identified as Lot 9 of the Tomball Business and Technology Park Lot 9 Replat Subdivision.

Background:

The Tomball Economic Development Corporation has received an offer from KTB Properties LLC to purchase Lot 9 in the Tomball Business and Technology Park in order to construct two approximately 10,000 square foot office/warehouse buildings. The approximately 2.5-acre lot is located on the east side of South Persimmon, adjacent to the M118 Channel.

KTB is a property holding company that will lease space to the owner's operating company, Techsico Inc. The company builds and upgrades cell towers for the national carriers. Techsico was established in 2010 and currently has 6 locations with 220 employees.

The attached commercial real estate contract has been reviewed by all parties, including legal counsel, and is presented for approval. The terms of the contract are outlined below:

Total acreage: 2.521 gross acres

Sales Price: ±\$411,641; based on \$3.75PSF of total area

Earnest Money: \$10,000

Feasibility Period: 45 days from Effective Date

Closing: On or before 30 days after the expiration of the feasibility period

Origination: Kelly Violette, Executive Director

Recommendation: Staff recommends approval of the proposed commercial real estate contract between the Corporation and KTB Properties as presented.

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

Kelly Violette

FUNDING (IF APPLICABLE)

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

Yes: _____ No: _____

If yes, specify Account Number: # _____

If no, funds will be transferred from account # _____

To account # _____

Signed

Staff Member-TEDC

Date

Approved by

Executive Director-TEDC

Date

For Sale > Land Sites

Tomball Business & Technology Park



Master Planned/Deed Restricted Business Park



±100 Acre
Business
Park
Tomball, TX

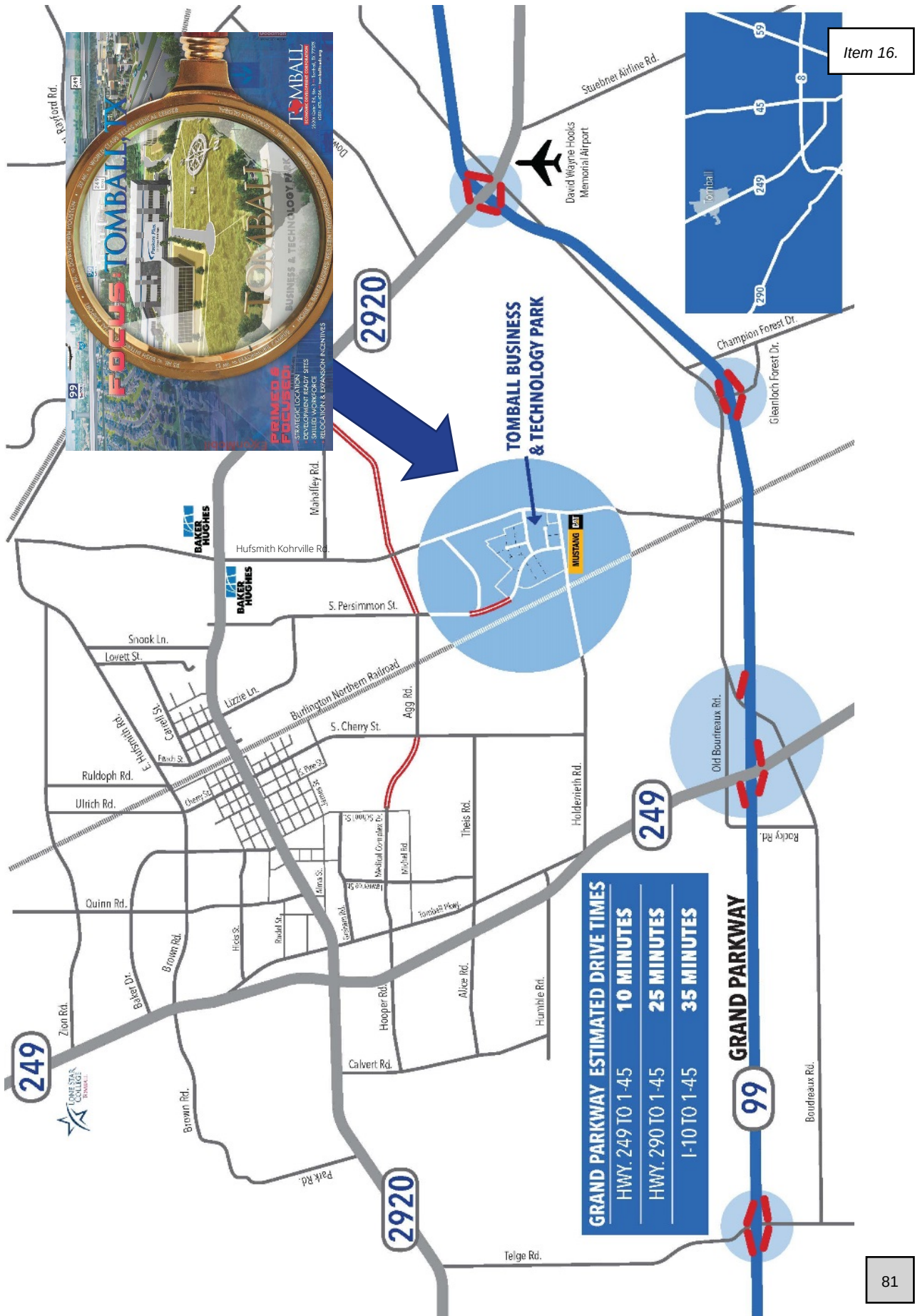
Light
Industrial
Zoning

Project By: **TOMBALL**
ECONOMIC DEVELOPMENT CORP.
www.tomballtxedc.org



Tom Condon, Jr.
Senior Vice President | The Woodlands
+1 713 830 4007
tom.condon.jr@colliers.com

Colliers | The Woodlands
1790 Hughes Landing Blvd | Suite 250
The Woodlands, TX 77380
www.colliers.com



Item 16.

GRAND PARKWAY ESTIMATED DRIVE TIMES			
HWY. 249 TO 1-45	10 MINUTES	25 MINUTES	35 MINUTES
HWY. 290 TO 1-45			
I-10 TO 1-45			





NWC Quadrant Holderrieth & Hufsmith-Kohrville Roads

Item 16.





Information About Brokerage Services

Item 16.

Texas law requires all real estate license holders to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

TYPES OF REAL ESTATE LICENSE HOLDERS:

- **A BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- **A SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of *each party* to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
 - that the owner will accept a price less than the written asking price;
 - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
 - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

Colliers International
Houston, Inc.

Licensed Broker/Broker Firm Name or
Primary Assumed Business Name

29114

License No.

houston.info@colliers.com

Email

(713) 222-2111

Phone

Gary Mabray

Designated Broker of Firm

138207

License No.

gary.mabray@colliers.com

Email

(713) 830-2104

Phone

Patrick Duffy, MCR

Licensed Supervisor of Sales Agent/
Associate

604308

License No.

patrick.duffy@colliers.com

Email

(713) 830-2112

Phone

Tom Condon, Jr.

Sales Agent/Associate's Name

419324

License No.

tom.condon.jr@colliers.com

Email

(713) 830-2407

Phone

Buyer/Tenant/Seller/Landlord Initials

Date

EXHIBIT A

PROPERTY: LOT 9 (±2.52 Acres) on South Persimmon located within the Tomball Business & Technology Park, Tomball, Harris County, Texas (the "Property").

BUYER: KTB properties llc

PURCHASE PRICE: ±\$411,641.00 to be calculated and based on \$3.75 per square foot of "Total Area" and calculated on the Survey to be provided as called for elsewhere herein. The Purchase Price shall be payable in all cash to Seller at Closing; there will be no financing contingency.

EARNEST MONEY: Buyer will deposit \$10,000.00 (the "Deposit") with Stewart Title - Tomball c/o Jane Mathews at 14080 FM 2920, Suite E, Tomball, Texas 77377 (the "Title Company") within three (3) business days of the Effective Date. The date upon which the Title Company receipts the fully executed contract will be deemed to be the Effective Date ("Effective Date").

NONREFUNDABLE: Deposit will be deemed nonrefundable forty-five (45) days after the Effective Date. Such Deposit shall be credited against the Purchase Price upon close.

DUE DILIGENCE PERIOD: Buyer to

Buyer shall have Forty-Five (45) days ("Due Diligence Period") from the Effective Date to perform its final due diligence studies and investigations. Closing shall be contingent upon Buyer satisfying itself during its Due Diligence Period, in its sole and absolute judgment. In the event that Buyer, in its sole and absolute discretion, elects prior to the Expiration Date of the Due Diligence Period not to proceed with the purchase, then Buyer's Deposit, will be returned to Buyer, and both parties shall be released from the sales contract (except for any independent consideration required by the Purchase and Sale Agreement, indemnifications or other obligations that are to survive the early termination of the Contract).

TITLE: Within fifteen (15) days of the Effective Date, Seller, at Seller's sole cost and expense, shall cause Title Company to issue a title

commitment (the "Title Report") accompanied by all copies of all recorded documents related to the easements, right-of-ways, and all other matters of record affecting the Property. Seller shall be responsible for the base premium of an Owner's Title Policy to be issued the Title Company; survey deletion and any other special endorsements to be at Buyer's expense.

SURVEY: Seller, at Seller's sole cost and expense, shall cause to be delivered to Buyer, Title Company and Seller a Survey (the "Survey") of the Property within twenty-five (25) days of the Effective Date, if not sooner. The Survey shall comply with the requirements of the Texas Surveyors Association for Category 1A Condition II Surveys (or equivalent ALTA Survey standards).

DELIVERIES: Seller shall deliver to Buyer within ten (10) days after the Effective Date of Contract, copies of all documents in the Seller's possession or under Seller's reasonable control pertaining to the Property, including without limitation any and all surveys currently in Seller's possession, plats and site plans of the Property, development agreements, soil inspection reports, environmental inspection reports, any documents or agreements which affect title, development and/or use of the Property and any other documentation reasonably requested by Buyer.

**REPRESENTATIONS
AND WARRANTIES:**

The Contract shall contain such covenants, agreements, representations and warranties as Seller and Buyer may agree upon.

ASSIGNMENT: Buyer shall have the right, after giving written notice to Seller, to assign its rights under this Letter of Intent or the Contract.

CLOSING: Closing shall occur not later than Thirty (30) days after the ~~Effective Date~~. *Due Diligence Period expires.*

REPRESENTATION: Buyer acknowledges that Seller is represented by Colliers International Houston, Inc. ("Sellers Broker"). Seller is responsible for Brokerage Commission pursuant to a separate agreement between Seller and Seller's Brokers and no other parties.

CLOSING COSTS: Except for the base Owner's Title Policy premium and Brokerage Commission noted above, Buyer and Seller shall split all closing costs in connection with the transaction, including without limitation, deed recording costs, state and county transfer taxes, and

recordation costs as typical for Harris County, Texas. Buyer and Seller shall each be responsible for its own legal counsel fees.

CONVEYANCE: This Property is being sold "AS IS, WHERE IS" by Seller via a Special Warranty Deed.

TIME LIMIT FOR IMPROVEMENTS:

Buyer shall have eighteen (18) months from closing to commence construction of the building on the Property. If Buyer fails to commence construction of the building within the aforementioned timeframe then Buyer shall be in default and Seller shall have the right to repurchase the Property at the same price as it was acquired by Buyer.

NONBINDING: Submitting a BAFO does not create a binding obligation on behalf of you, as "Offeror", nor on Seller. No binding commitment will be created for either party until both parties have executed Seller's form of Purchase and Sale Agreement ("Contract") and approved by Sellers Board.

Submitted By: KTB Properties llc

By: Todd Blackburn

Name: Todd Blackburn

Title: Owner



COMMERCIAL CONTRACT - UNIMPROVED PROPERTY

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
©Texas Association of REALTORS®, Inc. 2021

1. **PARTIES:** Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees to buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:

Seller: **Tomball Economic Development Corporation**

Address: **PO Box 820, Tomball, TX 77377**

Phone: **(281)401-4086**

E-mail: **kviolette@tomballtxedc.org**

Fax: **(281)351-7223**

Other:

Buyer: **KTB Properties LLC**

Address: **910 S Hudson Ave, Tulsa, OK 74112**

Phone: **(918)519-5150**

E-mail: **todd.blackburn@techsico.com**

Fax:

Other:

2. PROPERTY:

- A. "Property" means that real property situated in **Harris** County, Texas at **East side of South Persimmon, north of Spell Rd, Tomball** (address) and that is ~~legally described on the attached Exhibit~~ **being approximately 2.521 gross acres of land, more or less, described as Lot 9, Block 1 of the Tomball Business and Technology Park Lot 9 Replat Subdivision, Tomball, Harris County, as depicted on the Site Map attached hereto as Exhibit "A" and incorporated herein.** ~~or as follows:~~

- B. Seller will sell and convey the Property together with:

- (1) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way;
- (2) Seller's interest in all leases, rents, and security deposits for all or part of the Property; and
- (3) Seller's interest in all licenses and permits related to the Property.

(Describe any exceptions, reservations, or restrictions in Paragraph 12 or an addendum.)
(If mineral rights are to be reserved an appropriate addendum should be attached.)

3. SALES PRICE:

- A. At or before closing, Buyer will pay the following sales price for the Property:

- (1) Cash portion payable by Buyer at closing \$ **411,641.00**
- (2) Sum of all financing described in Paragraph 4 \$
- (3) Sales price (sum of 3A(1) and 3A(2)) \$ **411,641.00**

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B. Adjustment to Sales Price: (Check (1) or (2) only.)

- ☐ (1) The sales price will not be adjusted based on a survey.
☒ (2) The sales price will be adjusted based on the latest survey obtained under Paragraph 6B.

(a) The sales price is calculated on the basis of \$ 3.75 per:

- ☒ (i) square foot of ☒ total area ☐ net area.
☐ (ii) acre of ☐ total area ☐ net area.

(b) "Total area" means all land area within the perimeter boundaries of the Property. "Net area" means total area less any area of the Property within:

- ☐ (i) public roadways;
☐ (ii) rights-of-way and easements other than those that directly provide utility services to the Property; and
☐ (iii) _____

(c) If the sales price is adjusted by more than 10.000 % of the stated sales price, either party may terminate this contract by providing written notice to the other party within 10 days after the terminating party receives the survey. If neither party terminates this contract or if the variance is less than the stated percentage, the adjustment to the sales price will be made to the cash portion of the sales price payable by Buyer.

4. FINANCING: Buyer will finance the portion of the sales price under Paragraph 3A(2) as follows:

- ☒ A. **Third Party Financing:** One or more third party loans in the total amount of \$ 0.00.
 This contract:
☒ (1) is not contingent upon Buyer obtaining third party financing.
☐ (2) is contingent upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum (TXR-1931).
☐ B. **Assumption:** In accordance with the attached Commercial Contract Financing Addendum (TXR-1931), Buyer will assume the existing promissory note secured by the Property, which balance at closing will be \$ _____.
☐ C. **Seller Financing:** The delivery of a promissory note and deed of trust to Seller under the terms of the attached Commercial Contract Financing Addendum (TXR-1931) in the amount of \$ _____.

5. EARNEST MONEY:

A. Not later than 3 days after the effective date, Buyer must deposit \$ \$10,000.00 as earnest money with Stewart Title - Tomball (title company) at 14080 FM 2920, Ste. E, Tomball, TX 77377 (address) Jane Mathews (closer). If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money.

B. Buyer will deposit an additional amount of \$ _____ with the title company to be made part of the earnest money on or before:

- ☐ (i) _____ days after Buyer's right to terminate under Paragraph 7B expires; or
☐ (ii) _____

Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.

C. Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.

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6. TITLE POLICY AND SURVEY:

A. Title Policy:

- (1) Seller, at Seller's expense, will furnish Buyer an Owner's Policy of Title Insurance (the title policy) issued by any underwriter of the title company in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy, subject only to:
 - (a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and
 - (b) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise.
- (2) The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements:

☐ (a) will not be amended or deleted from the title policy.
☒ (b) ^{may} will be amended to read "shortages in areas" at the expense of ☒ Buyer ☐ Seller.
- (3) Within 15 days after the effective date, Seller will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address.

B. Survey: Within 20 days after the effective date:

- ☐ (1) Buyer will obtain a survey of the Property at Buyer's expense and deliver a copy of the survey to Seller. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition. Seller will reimburse Buyer _____ (insert amount) of the cost of the survey at closing, if closing occurs.
- ☐ (2) Seller, at Seller's expense, will furnish Buyer a survey of the Property dated after the effective date. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition.
- ☒ (3) Seller will deliver to Buyer and the title company a true and correct copy of Seller's most recent survey of the Property along with an affidavit required by the title company for approval of the existing survey. If the existing survey is not acceptable to the title company, ☒ Seller ☐ Buyer (updating party), will, at the updating party's expense, obtain a new or updated survey acceptable to the title company and deliver the acceptable survey to the other party and the title company within 20 days after the title company notifies the parties that the existing survey is not acceptable to the title company. ~~The closing date will be extended daily up to 20 days if necessary for the updating party to deliver an acceptable survey within the time required. The other party will reimburse the updating party _____ (insert amount or percentage) of the cost of the new or updated survey at closing, if closing occurs.~~

C. Buyer's Objections to the Commitment and Survey:

- (1) Within 10 days after Buyer receives the last of the commitment, copies of the documents evidencing the title exceptions, and any required survey, Buyer may object in writing to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title other than those permitted by this contract or liens that Seller will satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a special flood hazard area (an "A" or "V" zone as defined by FEMA). If the commitment or survey is revised or any new document evidencing a title exception is delivered, Buyer may object to any new matter revealed in such revision or new document. Buyer's objection must be made within the same number of days stated in this paragraph, beginning when the revision or new

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document is delivered to Buyer. If Paragraph 6B(1) applies, Buyer is deemed to receive the survey on the earlier of: (i) the date of Buyer's actual receipt of the survey; or (ii) of the deadline specified in Paragraph 6B.

(2) Seller may, but is not obligated to, cure Buyer's timely objections within 15 days after Seller receives the objections. The closing date will be extended as necessary to provide such time to cure the objections. If Seller fails to cure the objections by the time required, Buyer may terminate this contract by providing written notice to Seller within 5 days after the time by which Seller must cure the objections. If Buyer terminates, the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer.

(3) Buyer's failure to timely object or terminate under this Paragraph 6C is a waiver of Buyer's right to object except that Buyer will not waive the requirements in Schedule C of the commitment.

7. PROPERTY CONDITION:

A. Present Condition: Buyer accepts the Property in its present condition ~~except that Seller, at Seller's expense, will complete the following before closing:~~ _____

_____.

B. Feasibility Period: Buyer may terminate this contract for any reason within 45 days after the effective date (feasibility period) by providing Seller written notice of termination.

(1) Independent Consideration. (Check only one box and insert amounts.)

☒ (a) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less \$ 100.00 that Seller will retain as independent consideration for Buyer's unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the amount specified in Paragraph 5A to the title company. The independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1) or if Buyer fails to deposit the earnest money, Buyer will not have the right to terminate under this Paragraph 7B.

☐ (b) Not later than 3 days after the effective date, Buyer must pay Seller \$ _____ as independent consideration for Buyer's right to terminate by tendering such amount to Seller or Seller's agent. If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer and Seller will retain the independent consideration. The independent consideration will be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(2) or if Buyer fails to pay the independent consideration, Buyer will not have the right to terminate under this Paragraph 7B.

(2) Feasibility Period Extension: Prior to the expiration of the initial feasibility period, Buyer may extend the feasibility period for a single period of an additional _____ days by depositing additional earnest money in the amount of \$ _____ with the title company. If no dollar amount is stated in this Paragraph or if Buyer fails to timely deposit the additional earnest money, the extension of the feasibility period will not be effective.

C. Inspections, Studies, or Assessments:

(1) During the feasibility period, Buyer, at Buyer's expense, may complete or cause to be completed any and all inspections, studies, or assessments of the Property (including all improvements and fixtures) desired by Buyer.

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(2) Buyer must:

- (a) employ only trained and qualified inspectors and assessors;
- (b) notify Seller, in advance, of when the inspectors or assessors will be on the Property;
- (c) abide by any reasonable entry rules or requirements of Seller;
- (d) not interfere with existing operations or occupants of the Property; and
- (e) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.

- (3) Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from Buyer's inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survives termination of this contract.

**, to the extent the items are existing and readily available and within Seller's possession and/or control since it took title to the Property.*

D. Property Information:

- (1) Delivery of Property Information: Within 10 days after the effective date, Seller will^{*} deliver to Buyer: *(Check all that apply.)*

- ☐ (a) copies of all current leases, including any mineral leases, pertaining to the Property, including any modifications, supplements, or amendments to the leases;
- ☐ (b) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing;
- ☒ (c) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;
- ☐ (d) copies property tax statements for the Property for the previous 2 calendar years;
- ☒ (e) plats of the Property;
- ☐ (f) copies of current utility capacity letters from the Property's water and sewer service provider; and
- ☐ (g) _____

- (2) Return of Property Information: If this contract terminates for any reason, Buyer will, not later than 10 days after the termination date: *(Check all that apply.)*

- ☒ (a) return to Seller all those items described in Paragraph 7D(1) that Seller delivered to Buyer in other than an electronic format and all copies that Buyer made of those items;
- ☒ (b) delete or destroy all electronic versions of those items described in Paragraph 7D(1) that Seller delivered to Buyer or Buyer copied in any format; and
- ☒ (c) deliver to Seller copies of all inspection and assessment reports related to the Property that Buyer completed or caused to be completed.

This Paragraph 7D(2) survives termination of this contract.

- E. Contracts Affecting Operations: Until closing, Seller: (1) will operate the Property in the same manner as on the effective date under reasonably prudent business standards; and (2) will not transfer or dispose of any part of the Property, any interest or right in the Property, or any of the personal property or other items described in Paragraph 2B or sold under this contract. After the feasibility period ends, Seller may not enter into, amend, or terminate any other contract that affects the operations of the Property without Buyer's written approval.

8. **LEASES: NONE IN EFFECT.**

~~A. Each written lease Seller is to assign to Buyer under this contract must be in full force and effect according to its terms. Seller may not enter into any new lease, fail to comply with any existing lease, or make any amendment or modification to any existing lease without Buyer's written consent. Seller~~

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~~must disclose, in writing, if any of the following exist at the time Seller provides the leases to the Buyer or subsequently occur before closing:~~

- ~~(1) any failure by Seller to comply with Seller's obligations under the leases;~~
- ~~(2) any circumstances under any lease that entitle the tenant to terminate the lease or seek any offsets or damages;~~
- ~~(3) any advance sums paid by a tenant under any lease;~~
- ~~(4) any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and~~
- ~~(5) any amounts payable under the leases that have been assigned or encumbered, except as security for loan(s) assumed or taken subject to under this contract.~~

~~B. Estoppel Certificates: Within _____ days after the effective date, Seller will deliver to Buyer estoppel certificates signed not earlier than _____ by each tenant that leases space in the Property. The estoppel certificates must include the certifications contained in the current version of TXR Form 1038 Commercial Tenant Estoppel Certificate and any additional information requested by a third party lender providing financing under Paragraph 4 if the third party lender requests such additional information at least 10 days prior to the earliest date that Seller may deliver the signed estoppel certificates.~~

9. BROKERS:

A. The brokers to this sale are:

Principal Broker: Colliers International Houston, Inc.

Cooperating Broker: NONE

Agent: Tom Condon, Jr.

Agent: _____

Address: 1790 Hughes Landing Blvd., Suite 250

Address: _____

The Woodlands, TX 77380

Phone & Fax: (713)830-4007 (713)830-4057

Phone & Fax: _____

E-mail: tom.condon.jr@colliers.com

E-mail: _____

License No.: 0029114

License No.: _____

Principal Broker: (Check only one box)

- ☒ represents Seller only.
☐ represents Buyer only.
☐ is an intermediary between Seller and Buyer.

Cooperating Broker represents Buyer.

B. Fees: (Check only (1) or (2) below.)

(Complete the Agreement Between Brokers on page 14 only if (1) is selected.)

- ☐ (1) Seller will pay Principal Broker the fee specified by separate written commission agreement between Principal Broker and Seller. Principal Broker will pay Cooperating Broker the fee specified in the Agreement Between Brokers found below the parties' signatures to this contract.

- ☒ (2) Only upon and funding
At the closing of this sale, Seller will pay:

Principal Broker a total cash fee of:

☒ 6.000 % of the sales price.

Cooperating Broker a total cash fee of:

☐ _____ % of the sales price.

The cash fees will be paid in Harris County, Texas. Seller authorizes the title company to pay the brokers from the Seller's proceeds at closing.

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NOTICE: Chapter 62, Texas Property Code, authorizes a broker to secure an earned commission with a lien against the Property.

- C. The parties may not amend this Paragraph 9 without the written consent of the brokers affected by the amendment.

10. CLOSING:

- A. The date of the closing of the sale (closing date) will be on or before the later of:

(1) ☒ 30 days after the expiration of the feasibility period.

☐ _____ (specific date).

(2) ~~7 days after objections made under Paragraph 6C have been cured or waived.~~

- B. If either party fails to close by the closing date, the non-defaulting party may exercise the remedies in Paragraph 15.

- C. At closing, Seller will execute and deliver, at Seller's expense, a ☐ general ☒ special warranty deed. The deed must include a vendor's lien if any part of the sales price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract. Seller must convey the Property:

- (1) with no liens, assessments, or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes;
- (2) without any assumed loans in default; and
- (3) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.

- D. At closing, Seller, at Seller's expense, will also deliver to Buyer:

- (1) tax statements showing no delinquent taxes on the Property;
- (2) ~~an assignment of all leases to or on the Property;~~
- (3) to the extent assignable, an assignment to Buyer of any licenses and permits related to the Property;
- (4) evidence that the person executing this contract is legally capable and authorized to bind Seller;
- (5) an affidavit acceptable to the title company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the title company to: (i) withhold from Seller's proceeds an amount sufficient to comply with applicable tax law; and (ii) deliver the amount to the Internal Revenue Service (IRS) together with appropriate tax forms; and
- (6) any notices, statements, certificates, affidavits, releases, and other documents required by this contract, the commitment, or law necessary for the closing of the sale and issuance of the title policy, all of which must be completed by Seller as necessary.

- E. At closing, Buyer will:

- (1) pay the sales price in good funds acceptable to the title company;
- (2) deliver evidence that the person executing this contract is legally capable and authorized to bind Buyer;
- (3) ~~sign and send to each tenant in a lease for any part of the Property a written statement that:~~
 - ~~(a) acknowledges Buyer has received and is responsible for the tenant's security deposit; and~~
 - ~~(b) specifies the exact dollar amount of the security deposit;~~
- (4) ~~sign an assumption of all leases then in effect; and~~
- (5) execute and deliver any notices, statements, certificates, or other documents required by this contract or law necessary to close the sale.

- F. Unless the parties agree otherwise, the closing documents will be as found in the basic forms in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.

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11. POSSESSION: Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition with any repairs Seller is obligated to complete under this contract, ordinary wear and tear excepted. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties.

12. SPECIAL PROVISIONS: The following special provisions apply and will control in the event of a conflict with other provisions of this contract. *(If special provisions are contained in an Addendum, identify the Addendum here and reference the Addendum in Paragraph 22D.)*

This Contract is subject to the terms and conditions of the Special Provisions Addendum attached hereto and incorporated herein.

13. SALES EXPENSES:

A. Seller's Expenses: Seller will pay for the following at or before closing:

- (1) releases of existing liens, other than those liens assumed by Buyer, including prepayment penalties and recording fees;
- (2) release of Seller's loan liability, if applicable;
- (3) tax statements or certificates;
- (4) preparation of the deed;
- (5) one-half of any escrow fee;
- (6) costs to record any documents to cure title objections that Seller must cure; and
- (7) other expenses that Seller will pay under other provisions of this contract.

B. Buyer's Expenses: Buyer will pay for the following at or before closing:

- (1) all loan expenses and fees;
- (2) preparation of any deed of trust;
- (3) recording fees for the deed and any deed of trust;
- (4) premiums for flood insurance as may be required by Buyer's lender;
- (5) one-half of any escrow fee;
- (6) other expenses that Buyer will pay under other provisions of this contract.

14. PRORATIONS:

A. Prorations:

- (1) Interest on any assumed loan, taxes, rents, and any expense reimbursements from tenants will be prorated through the closing date.
- (2) ~~If the amount of ad valorem taxes for the year in which the sale closes is not available on the closing date, taxes will be prorated on the basis of taxes assessed in the previous year. If the taxes for the year in which the sale closes vary from the amount prorated at closing, the parties will adjust the prorations when the tax statements for the year in which the sale closes become available. This Paragraph 14A(2) survives closing.~~
- (3) If Buyer assumes a loan or is taking the Property subject to an existing lien, Seller will transfer all reserve deposits held by the lender for the payment of taxes, insurance premiums, and other charges to Buyer at closing and Buyer will reimburse such amounts to Seller by an appropriate adjustment at closing.

B. Rollback Taxes: If Seller's use or change in use of the Property before closing results in the assessment of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of the Seller. If this sale or Buyer's use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 14B survives closing.

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- C. **Rent and Security Deposits:** At closing, Seller will tender to Buyer all security deposits and the following advance payments received by Seller for periods after closing: prepaid expenses, advance rental payments, and other advance payments paid by tenants. Rents prorated to one party but received by the other party will be remitted by the recipient to the party to whom it was prorated within 5 days after the rent is received. This Paragraph 14C survives closing.

15. DEFAULT:

- A. If Buyer fails to comply with this contract, Buyer is in default and Seller, as Seller's sole remedy(ies), may terminate this contract and receive the earnest money, as liquidated damages for Buyer's failure except for any damages resulting from Buyer's inspections, studies or assessments in accordance with Paragraph 7C(3) which Seller may pursue; or
(~~Check if applicable~~)
☐ ~~enforce specific performance, or seek such other relief as may be provided by law.~~
- B. If, without fault, Seller is unable within the time allowed to deliver the estoppel certificates, survey or the commitment, Buyer may:
(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
(2) extend the time for performance up to 15 days ~~and the closing will be extended as necessary.~~
- C. Except as provided in Paragraph 15B, if Seller fails to comply with this contract, Seller is in default and Buyer may: **as Buyer's sole remedy(ies):**
(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
(2) enforce specific performance ~~or seek such other relief as may be provided by law, or both.~~

16. CONDEMNATION: If before closing, condemnation proceedings are commenced against any part of the Property, Buyer may:

- A. terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less any independent consideration paid under Paragraph 7B(1), will be refunded to Buyer; or
- B. appear and defend in the condemnation proceedings and any award will, at Buyer's election, belong to:
(1) Seller and the sales price will be reduced by the same amount; or
(2) Buyer and the sales price will not be reduced.

17. ATTORNEY'S FEES: If Buyer, Seller, any broker, or the title company is a prevailing party in any legal proceeding brought under or with relation to this contract or this transaction, such party is entitled to recover from the non-prevailing parties all costs of such proceeding and reasonable attorney's fees. This Paragraph 17 survives termination of this contract.

18. ESCROW:

- A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer's closing costs, and any excess will be refunded to Buyer. If no closing occurs, the title company may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of the title company from all parties.
- B. If one party makes written demand for the earnest money, the title company will give notice of the demand by providing to the other party a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days after the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and the title company may pay the same to the creditors.

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- C. The title company will deduct any independent consideration under Paragraph 7B(1) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.
- D. If the title company complies with this Paragraph 18, each party hereby releases the title company from all claims related to the disbursement of the earnest money.
- E. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the title company are effective upon receipt by the title company.
- F. Any party who wrongfully fails or refuses to sign a release acceptable to the title company within 7 days after receipt of the request will be liable to the other party for: (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- G. ☐ Seller ☐ Buyer intend(s) to complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1031 of the Internal Revenue Code, as amended. All expenses in connection with the contemplated exchange will be paid by the exchanging party. The other party will not incur any expense or liability with respect to the exchange. The parties agree to cooperate fully and in good faith to arrange and consummate the exchange so as to comply to the maximum extent feasible with the provisions of Section 1031 of the Internal Revenue Code. The other provisions of this contract will not be affected in the event the contemplated exchange fails to occur.

19. MATERIAL FACTS: To the best of Seller's knowledge and belief: *(Check only one box.)*

- ☐ A. Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TXR-1408).
- ☒ B. Except as otherwise provided in this contract, Seller is not aware of:
 - (1) any subsurface: structures, pits, waste, springs, or improvements;
 - (2) any pending or threatened litigation, condemnation, or assessment affecting the Property;
 - (3) any environmental hazards or conditions that materially affect the Property;
 - (4) whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
 - (5) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other pollutants or contaminants of any nature now exist or ever existed on the Property;
 - (6) any wetlands, as defined by federal or state law or regulation, on the Property;
 - (7) any threatened or endangered species or their habitat on the Property;
 - (8) any present or past infestation of wood-destroying insects in the Property's improvements;
 - (9) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;
 - (10) any condition on the Property that violates any law or ordinance.

(Describe any exceptions to (1)-(10) in Paragraph 12 or an addendum.)

20. NOTICES: All notices between the parties under this contract must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, or sent by facsimile transmission to the parties addresses or facsimile numbers stated in Paragraph 1. The parties will send copies of any notices to the broker representing the party to whom the notices are sent.

- ☒ A. Seller also consents to receive any notices by e-mail at Seller's e-mail address stated in Paragraph 1.
- ☒ B. Buyer also consents to receive any notices by e-mail at Buyer's e-mail address stated in Paragraph 1.

21. DISPUTE RESOLUTION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this contract that may arise. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs of a mutually acceptable mediator. This paragraph survives termination of this contract. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

(TXR-1802) 09-01-21

Initialed for Identification by Seller _____, _____ and Buyer _____, _____

Page 10 of 14

Commercial Contract - Unimproved Property concerning East side of South Persimmon, north of Spell Rd. Tomball

22. AGREEMENT OF THE PARTIES:

- A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns. This contract is to be construed in accordance with the laws of the State of Texas. If any term or condition of this contract shall be held to be invalid or unenforceable, the remainder of this contract shall not be affected thereby.
- B. This contract contains the entire agreement of the parties and may not be changed except in writing.
- C. If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.
- D. Addenda which are part of this contract are: *(Check all that apply.)*
- ☒ (1) Property Description Exhibit identified in Paragraph 2;
 - ☐ (2) Commercial Contract Financing Addendum (TXR-1931);
 - ☐ (3) Commercial Property Condition Statement (TXR-1408);
 - ☐ (4) Commercial Contract Addendum for Special Provisions (TXR-1940);
 - ☐ (5) Notice to Purchaser of Real Property in a Water District (MUD);
 - ☐ (6) Addendum for Coastal Area Property (TXR-1915);
 - ☐ (7) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916);
 - ☒ (8) Information About Brokerage Services (TXR-2501);
 - ☐ (9) Information About Mineral Clauses in Contract Forms (TXR-2509);
 - ☐ (10) Notice of Obligation to Pay Improvement District Assessment (TXR-1955, PID); and
 - ☒ (11) **Special Provisions Addendum**

(Note: Counsel for Texas REALTORS® has determined that any of the foregoing addenda which are promulgated by the Texas Real Estate Commission (TREC) or published by Texas REALTORS® are appropriate for use with this form.)

- E. ~~Buyer ☐ may ☐ may not assign this contract. If Buyer assigns this contract, Buyer will be relieved of any future liability under this contract only if the assignee assumes, in writing, all obligations and liability of Buyer under this contract.~~

23. TIME: Time is of the essence in this contract. The parties require strict compliance with the times for performance. If the last day to perform under a provision of this contract falls on a Saturday, Sunday, or legal holiday, the time for performance is extended until the end of the next day which is not a Saturday, Sunday, or legal holiday.

24. EFFECTIVE DATE: The effective date of this contract for the purpose of performance of all obligations is the date the title company receipts this contract after all parties execute this contract.

25. ADDITIONAL NOTICES:

- A. Buyer should have an abstract covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a title policy.
- B. If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district before final execution of this contract.
- C. Notice Required by §13.257, Water Code: "The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities

Commercial Contract - Unimproved Property concerning East side of South Persimmon, north of Spell Rd, Tomball

necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property." The real property is described in Paragraph 2 of this contract.

- D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135 of the Texas Natural Resources Code requires a notice regarding coastal area property to be included as part of this contract (*the Addendum for Coastal Area Property (TXR-1915) may be used*).
- E. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract (*the Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916) may be used*).
- F. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To determine if the Property is located within a municipality's ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.
- G. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Buyer should review local building codes, ordinances and other applicable laws to determine their effect on the Property. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers. Brokers are not qualified to determine the credit worthiness of the parties.
- H. **NOTICE OF WATER LEVEL FLUCTUATIONS:** If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."
- I. **LICENSE HOLDER DISCLOSURE:** Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as a trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: _____.
- J. **PUBLIC IMPROVEMENT DISTRICTS:** If the Property is in a public improvement district, Seller must give Buyer written notice as required by §5.014, Property Code. An addendum containing the required notice shall be attached to this contract.
- 26. CONTRACT AS OFFER:** The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 5:00 p.m., in the time zone in which the Property is located, on September 15, 2021, the offer will lapse and become null and void.

Commercial Contract - Unimproved Property concerning East side of South Persimmon, north of Spell Rd, Tomball

READ THIS CONTRACT CAREFULLY. The brokers and agents make no representation or recommendation as to the legal sufficiency, legal effect, or tax consequences of this document or transaction. **CONSULT** your attorney **BEFORE** signing.

Seller: Tomball Economic Development Corporation

Buyer: KTB Properties LLC

By: _____

By (signature): _____

Printed Name: Gretchen Fagan

Title: President, Board of Directors

By: _____

By (signature): _____

Printed Name: Todd Blackburn

Title: Owner

By: _____

By (signature): _____

Printed Name: _____

Title: _____

By: _____

By (signature): _____

Printed Name: _____

Title: _____

Commercial Contract -Unimproved Property concerning East side of South Persimmon, north of Spell Rd, Tomball

AGREEMENT BETWEEN BROKERS

(use only if Paragraph 0B(1) is effective)

Principal Broker agrees to pay _____ ~~-(Cooperating Broker)-~~a fee when the Principal Broker's fee is received. The fee to be paid to ~~Cooperating Broker~~ will be:

☐ \$ _____, or
☐ _____ % of the sales price, or
☐ _____ % of the Principal Broker's fee.

~~The title company is authorized and directed to pay Cooperating Broker from Principal Broker's fee at closing. This Agreement Between Brokers supersedes any prior offers and agreements for compensation between brokers.~~

Principal Broker: _____ Cooperating Broker: _____

By: _____ By: _____

ATTORNEYS

Seller's attorney: Justin Pruitt

Olson & Olson, L.L.P.

Address: 2727 Allen Parkway, Ste. 600

Houston TX 77019

Phone & Fax: (713)533-3878 (713)533-3888

E-mail: jpruitt@olsonllp.com

Seller's attorney requests copies of documents, notices, and other information:

- ☒ the title company sends to Seller.
☒ Buyer sends to Seller.

Buyer's attorney: Jeffrey C. Baum

Baum Glass Jayne Carwile & Peters PLLC

Address: Mid Continent Tower, 401 South Boston Ave., Suite 2000, Tulsa, OK 74103

Phone & Fax: 918-938-7944 918-938-7966

E-mail: jbaum@bgjclaw.com

Buyer's attorney requests copies of documents, notices, and other information:

- ☒ the title company sends to Buyer.
☒ Seller sends to Buyer.

ESCROW RECEIPT

The title company acknowledges receipt of:

- ☐ A. the contract on this day _____ (effective date);
☐ B. earnest money in the amount of \$ _____ in the form of _____ on _____.

Title company: _____ Address: _____

By: _____ Phone & Fax: _____

Assigned file number (GF#): _____ E-mail: _____

**SPECIAL PROVISIONS ADDENDUM
TO
COMMERCIAL CONTRACT - UNIMPROVED PROPERTY**

This Special Provisions Addendum to Commercial Contract - Unimproved Property ("Addendum") is entered into between **TOMBALL ECONOMIC DEVELOPMENT CORPORATION** ("Seller") and **KTB Properties LLC** ("Buyer") in order to amend the terms of a Commercial Contract - Unimproved Property contract ("Contract") entered into contemporaneously with the execution of this Addendum with respect to the approximately 2.521 gross acres of land described as LOT 9, Block 1, in the Tomball Business and Technology Park (the "Property").

Seller and Buyer agree as follows:

1. Due Diligence Reports. Buyer acknowledges receipt of the following "Due Diligence Reports" prepared by Tolunay-Wong Engineers, Inc.: Phase I Environmental Site Assessment dated September, 2011 (TWE Project No. 11.12.031), Phase II Environmental Site Assessment dated February, 2013 (TWE Project No. 11.12.031-02), Phase II Geologic Fault Study dated January 25, 2013 (TWE Project No. 11.12.031.003), and Geotechnical Study dated April 8, 2013 (TWE Project No. 13.13.007), which Seller represents are all such reports in Seller's possession pertaining to the Property.
2. Commencement of Post-Closing Construction. Buyer shall have eighteen (18) months from closing to Commence Construction of a proposed building. The inclusion of the Site Map as Exhibit "A" to this Contract does not imply approval thereof by any regulatory authority. As used herein, the term "Commence Construction" shall mean that Buyer shall have (i) obtained any and all permits, authorizations, or other approvals required for the building construction, and (ii) actually commenced construction of the building. If Buyer fails to commence construction within the aforementioned timeframe then Buyer shall be in default and Seller shall have the right to repurchase the Property at the same per square foot price as it was acquired by Buyer. The provisions of this Section 2 shall survive Closing.
3. Assignment. Buyer has the right to assign the Contract at any time without the consent of Seller to a related entity in which Buyer has a controlling interest that exceeds 50%, so long as written notice is provided to Seller at least ten (10) days prior to Closing, the new buyer assumes all of the obligations of the Buyer under the terms of this Contract and the original Buyer is not relieved of any obligation under the Contract. Any other assignment requires Seller's prior written approval, which such approval shall not be unreasonably withheld.
4. Survey. If Buyer terminates the Contract or fails to close the transaction and provided Seller is not in default, then the cost of the Survey shall be Buyer's responsibility and Seller shall be immediately reimbursed by Buyer the full amount of any out-of-pocket costs actually incurred by Seller. This Section 4 provision shall survive termination of the Contract.
5. Right of Access Agreement. Simultaneous with the Effective Date of the Contract, Seller shall provide Buyer with a "Right of Access" Agreement, which upon Buyer's execution of same will allow Buyer and his consultants to perform Due Diligence studies, tests and reports, including the limited clearing of underbrush, on the Property.
6. Signatures. Facsimile, emailed and/or electronic signatures shall be deemed same as originals for purposes of formation hereunder.
7. Terms. Defined and capitalized terms in this Addendum will have the same meaning as in the Contract, unless otherwise indicated.
8. Ratification. Except as amended, the Contract is ratified and affirmed.
9. Merger. All prior oral agreements of the parties are merged into the terms of the Contract and this Addendum.

10. Conflict. In the event of a direct conflict between the terms of this Addendum and the Contract, the terms of this Addendum will control.

BUYER:**KTB Properties LLC**

By: _____
TODD BLACKBURN, OWNER

SELLER:**TOMBALL ECONOMIC DEVELOPMENT CORPORATION**

By: _____
Gretchen Fagan,
President, Board of Directors



Information About Brokerage Services

Texas law requires all real estate license holders to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

TYPES OF REAL ESTATE LICENSE HOLDERS:

- A **BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- A **SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of *each party* to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
 - that the owner will accept a price less than the written asking price;
 - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
 - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

Colliers International
Houston, Inc.

Licensed Broker/Broker Firm Name or
Primary Assumed Business Name

29114

License No.

houston.info@colliers.com

Email

(713) 222-2111

Phone

Gary Mabray

Designated Broker of Firm

138207

License No.

gary.mabray@colliers.com

Email

(713) 830-2104

Phone

Patrick Duffy, MCR

Licensed Supervisor of Sales Agent/
Associate

604308

License No.

patrick.duffy@colliers.com

Email

(713) 830-2112

Phone

Tom Condon, Jr.

Sales Agent/Associate's Name

419324

License No.

tom.condon.jr@colliers.com

Email

(713) 830-2407

Phone

Buyer/Tenant/Seller/Landlord Initials

Date

Regular Tomball EDC

Agenda Item

Data Sheet

Meeting Date: July 13, 2021

Topic:

Consideration and possible action by Tomball EDC to approve, as a Project of the Corporation, an agreement with Techsico to make direct incentives to, or expenditures for, the creation or retention of primary jobs associated with the relocation and development of a 20,000 square foot office/warehouse facility to be located on Lot 9 of the Tomball Business and Technology Park. The estimated amount of expenditures for such Project is \$20,529.00.

- Public Hearing

Background:

Founded in 2001, Techsico innovates, develops, and constructs communications infrastructure including cell towers and sites. The company is headquartered in Tulsa, Oklahoma and has offices in 5 states with over 225 people.

Mr. Todd Blackburn, CEO of Techsico has submitted a request for grant funding assistance with the company's expansion to Tomball. The company proposes to enter into a build-to-suit lease agreement with KTB Properties for the construction of a 10,000 square-foot office/warehouse facility to be constructed on approximately 2.521 acres of land identified as Lot 9 in the Tomball Business & Technology Park. The estimated capital investment for the project is \$1.5 million.

KTB is a property holding company that will lease space to the owner's operating company, Techsico Inc.

Techsico plans to create 45 jobs at the Tomball facility within its first year of operation and grow to 100 employees over the next thirty-six months.

An economic impact analysis is included with the agreement to show the impact of this project on Tomball's economy. Per the analysis, the estimated 5-year net benefit of this project is \$68,429.00. The proposed incentive is \$20,529.00, based upon 30% of the 5-year net benefit.

Origination: Todd Blackburn, CEO, Techsico

Recommendation: Staff recommends approval of the proposed Performance Agreement with Techsico.

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

proposes to



September 10, 2021

TEDC,

I am writing to request your consideration in supporting our plans to construct a new office, warehouse that would expand our services to the Tomball area, to a new site on Lot 9 @ S. Persimmon Street in the Tomball Business and Technology Park

Techsico is a wireless installation and maintenance company that constructs and upgrades cell sites to the latest technology. We have offices in 5 states and employ over 225. We would like to build our own office and warehouse for the Houston markets.

We will start off employing approximately 45 full time workers out of this facility and expect that to grow to near 100 in 24-36 months. We also offer benefit package to all of our employees that includes health insurance, life insurance, dental, vision, 401k matching, and an initial 2 weeks of paid time off.

The project will be a build to suit 10 year lease developed by KTB properties that will sit on a site that is approximately 2.5 acres with a 2,000 square foot of office and a 8,000 square foot warehouse.

Please advise what assistance and tax abatement options are available and what further support we can offer in moving this project forward. We look forward to joining the Tomball community.

Todd Blackburn

CEO

TECHSICO Wireless & Native

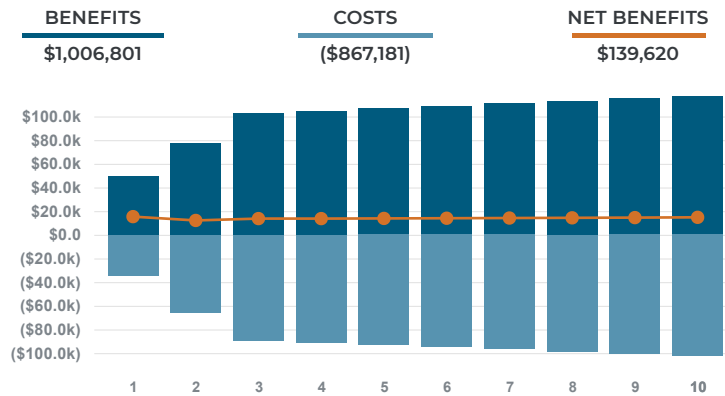
918.720.0123 office



Recruitment

Telecommunications

City of Tomball



NET BENEFITS **\$139,620**
Present Value \$107,524

BENEFITS	
Sales Taxes	\$39,383
Real Property Taxes	\$51,793
FF&E Property Taxes	\$8,210
Inventory Property Taxes	\$1,850
New Residential Property Taxes	\$4,998
Hotel Occupancy Taxes	\$28,743
Building Permits and Fees	\$0
Utility Revenue	\$631,280
Utility Franchise Fees	\$39,524
Miscellaneous Taxes and User Fees	\$201,021
Benefits Subtotal	\$1,006,801

COSTS	
Cost of Government Services	(\$232,593)
Cost of Utility Services	(\$634,587)
Costs Subtotal	(\$867,181)

JOBS



164.8 Total
100.0 Direct
64.8 Spin-off

Item 17.

SALARIES



\$59,313 Avg
\$65,000 Direct
\$50,538 Spin-off

CAPITAL INVEST.



\$1.5M
Buildings + FF&E

RESIDENTIAL DEV.



0.7 Homes
4.6 Relocations

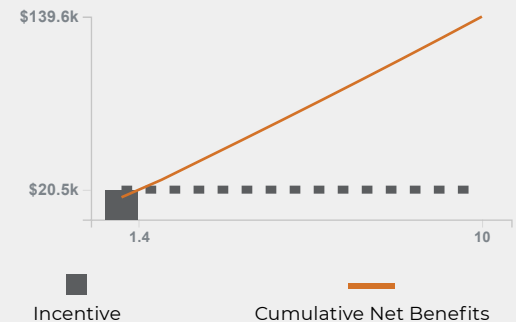
INCENTIVE ANALYSIS

\$20,529
Total Incentive

\$205
Per Job

68.0%
Rate of Return

1.4 Yrs
Payback Period



NET BENEFITS OVER 10 YEARS

CITY	\$139,620
COUNTY	\$43,032
SCHOOL DISTRICT	\$88,627
OTHER	\$130,911

Scenario 1 with Client Data

Project Type: Recruitment
Industry: Telecommunications
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	100.0	64.8	164.8
Annual Salaries/Wages at Full Ops (Yr 3)	\$7,030,400	\$3,542,239	\$10,572,639
Salaries/Wages over 10 Years	\$72,449,696	\$36,503,490	\$108.95M
Taxable Sales/Purchases in City of Tomball	\$1,351,902	\$456,294	\$1,808,196

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	2.8	1.8	4.6
New residents in City of Tomball	7.3	4.7	12.0
New residential properties constructed in City of Tomball	0.4	0.3	0.7
New students to attend local school district	1.4	0.9	2.3

Totals may not sum due to rounding

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

SUMMARY OF TAXABLE PROPERTY OVER THE FIRST 10 YEARS IN CITY OF TOMBALL

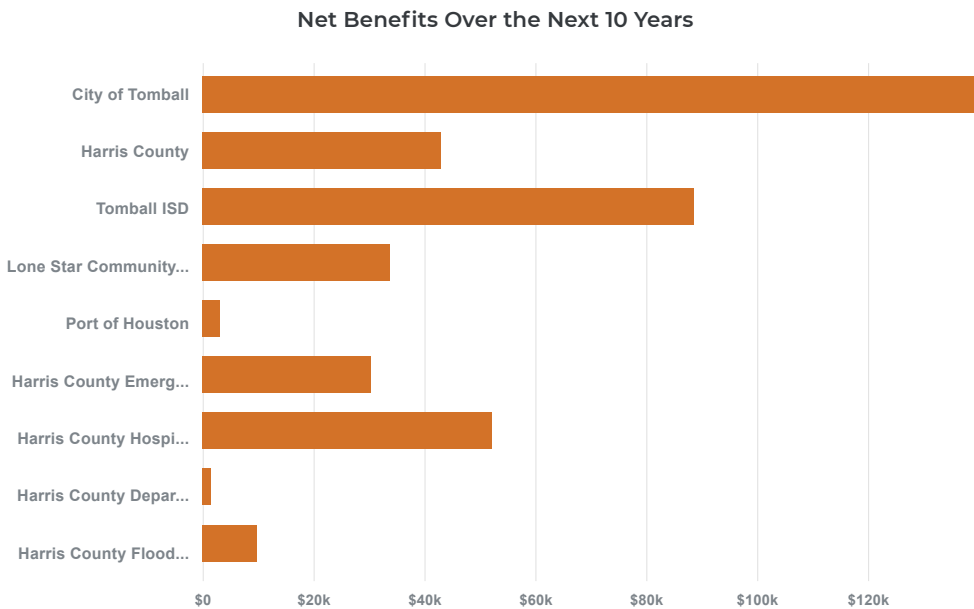
Item 17.

YR.	NEW RESIDENTIAL PROPERTY	LAND	BUILDINGS...	FF&E	INVENTORIES	NON-RESIDENTIAL PROPERTY	TOTAL PROPERTY
1	\$58,613	\$400,000	\$1,000,000	\$150,000	\$50,000	\$1,600,000	\$1,658,613
2	\$112,097	\$408,000	\$1,020,000	\$285,000	\$51,000	\$1,764,000	\$1,876,097
3	\$152,453	\$416,160	\$1,040,400	\$405,000	\$52,020	\$1,913,580	\$2,066,033
4	\$155,502	\$424,483	\$1,061,208	\$360,000	\$53,060	\$1,898,752	\$2,054,253
5	\$158,612	\$432,973	\$1,082,432	\$315,000	\$54,122	\$1,884,527	\$2,043,138
6	\$161,784	\$441,632	\$1,104,081	\$270,000	\$55,204	\$1,870,917	\$2,032,701
7	\$165,020	\$450,465	\$1,126,162	\$225,000	\$56,308	\$1,857,936	\$2,022,955
8	\$168,320	\$459,474	\$1,148,686	\$180,000	\$57,434	\$1,845,594	\$2,013,914
9	\$171,686	\$468,664	\$1,171,659	\$135,000	\$58,583	\$1,833,906	\$2,005,592
10	\$175,120	\$478,037	\$1,195,093	\$105,000	\$59,755	\$1,837,884	\$2,013,004

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 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	\$1,006,801	(\$867,181)	\$139,620	\$107,524
Harris County	\$240,435	(\$197,403)	\$43,032	\$33,767
Tomball ISD	\$370,941	(\$282,314)	\$88,627	\$67,768
Lone Star Community College	\$33,775	\$0	\$33,775	\$25,741
Port of Houston	\$3,105	\$0	\$3,105	\$2,366
Harris County Emergency Services District 8	\$30,391	\$0	\$30,391	\$23,162
Harris County Hospital District	\$52,232	\$0	\$52,232	\$39,807
Harris County Department of Education	\$1,564	\$0	\$1,564	\$1,192
Harris County Flood Control	\$9,844	\$0	\$9,844	\$7,502
Total	\$1,749,088	(\$1,346,898)	\$402,190	\$308,830

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



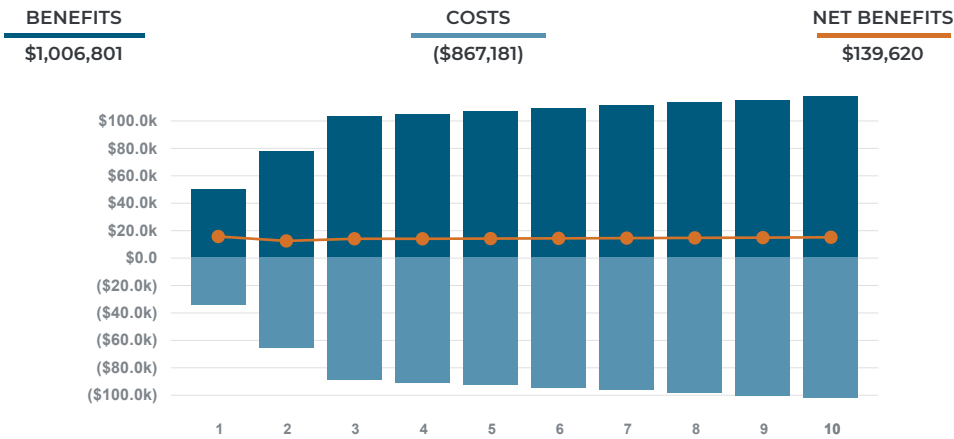
A summary of the total Public Support modeled in this analysis is shown below.

VALUE OF PUBLIC SUPPORT UNDER CONSIDERATION		
	NON-TAX INCENTIVE	TOTAL
City of Tomball	\$20,529	\$20,529
Harris County	\$0	\$0
Tomball ISD	\$0	\$0
Lone Star Community College	\$0	\$0
Port of Houston	\$0	\$0
Harris County Emergency Services District 8	\$0	\$0
Harris County Hospital District	\$0	\$0
Harris County Department of Education	\$0	\$0
Harris County Flood Control	\$0	\$0
Total	\$20,529	\$20,529

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

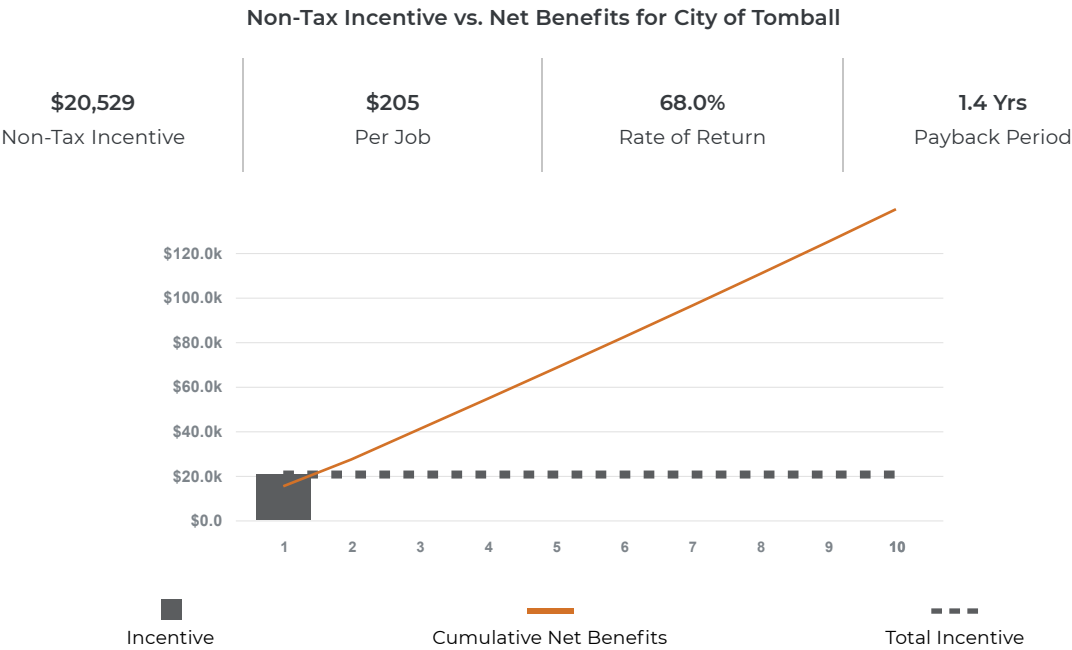
NET BENEFITS OVER 10 YEARS: CITY OF TOMBALL			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Sales Taxes	\$12,145	\$27,238	\$39,383
Real Property Taxes	\$51,793	\$0	\$51,793
FF&E Property Taxes	\$8,210	\$0	\$8,210
Inventory Property Taxes	\$1,850	\$0	\$1,850
New Residential Property Taxes	\$0	\$4,998	\$4,998
Hotel Occupancy Taxes	\$28,743	\$0	\$28,743
Building Permits and Fees	\$0	\$0	\$0
Utility Revenue	\$564,295	\$66,985	\$631,280
Utility Franchise Fees	\$35,332	\$4,192	\$39,524
Miscellaneous Taxes and User Fees	\$179,686	\$21,334	\$201,021
Benefits Subtotal	\$882,053	\$124,747	\$1,006,801
COSTS	PROJECT	HOUSEHOLDS	TOTAL
Cost of Government Services	(\$207,951)	(\$24,642)	(\$232,593)
Cost of Utility Services	(\$567,323)	(\$67,264)	(\$634,587)
Costs Subtotal	(\$775,275)	(\$91,906)	(\$867,181)
Net Benefits	\$106,778	\$32,842	\$139,620

Annual Fiscal Net Benefits for City of Tomball



Non-Tax Incentives

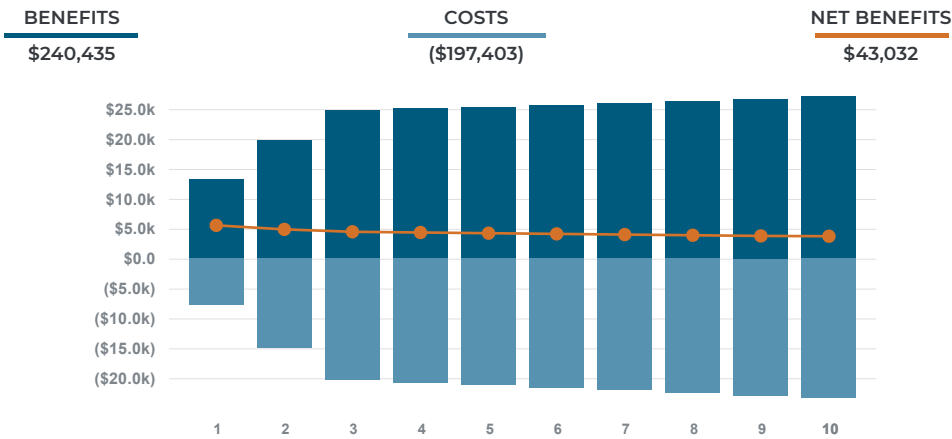
The graph below depicts the non-tax incentives modeled in this analysis versus the cumulative net benefits to City of Tomball. The intersection indicates the length of time until the incentives are paid back.



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	\$59,963	\$0	\$59,963
FF&E Property Taxes	\$9,505	\$0	\$9,505
Inventory Property Taxes	\$2,142	\$0	\$2,142
New Residential Property Taxes	\$0	\$50,944	\$50,944
Hotel Occupancy Taxes	\$8,212	\$0	\$8,212
Miscellaneous Taxes and User Fees	\$45,426	\$64,242	\$109,668
Benefits Subtotal	\$125,249	\$115,186	\$240,435
COSTS	PROJECT	HOUSEHOLDS	TOTAL
Cost of Government Services	(\$81,767)	(\$115,636)	(\$197,403)
Costs Subtotal	(\$81,767)	(\$115,636)	(\$197,403)
Net Benefits	\$43,481	(\$450)	\$43,032

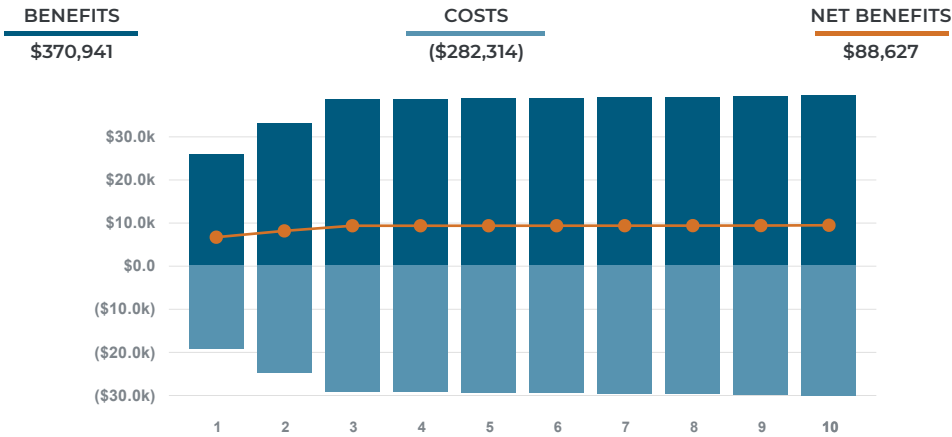
Annual Fiscal Net Benefits for Harris County



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

NET BENEFITS OVER 10 YEARS: TOMBALL ISD			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$197,752	\$0	\$197,752
FF&E Property Taxes	\$31,347	\$0	\$31,347
Inventory Property Taxes	\$7,063	\$0	\$7,063
New Residential Property Taxes	\$0	\$60,613	\$60,613
Addtl. State & Federal School Funding	\$0	\$74,167	\$74,167
Benefits Subtotal	\$236,162	\$134,780	\$370,941
COSTS	PROJECT	HOUSEHOLDS	TOTAL
Cost to Educate New Students	\$0	(\$65,965)	(\$65,965)
Reduction in State School Funding	(\$172,162)	(\$44,187)	(\$216,349)
Costs Subtotal	(\$172,162)	(\$110,153)	(\$282,314)
Net Benefits	\$64,000	\$24,627	\$88,627

Annual Fiscal Net Benefits for Tomball ISD



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

NET BENEFITS OVER 10 YEARS: LONE STAR COMMUNITY COLLEGE			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$16,525	\$0	\$16,525
FF&E Property Taxes	\$2,620	\$0	\$2,620
Inventory Property Taxes	\$590	\$0	\$590
New Residential Property Taxes	\$0	\$14,040	\$14,040
Benefits Subtotal	\$19,735	\$14,040	\$33,775
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	\$0	\$0	\$0
Costs Subtotal	\$0	\$0	\$0
Net Benefits	\$19,735	\$14,040	\$33,775

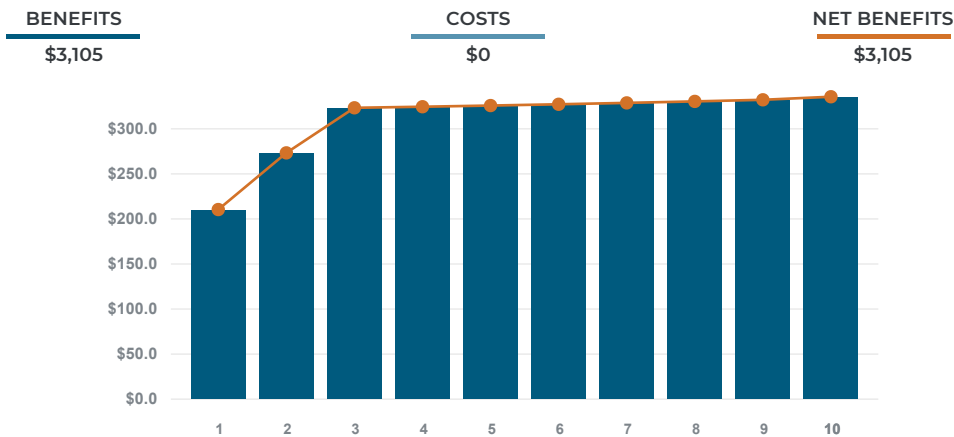
Annual Fiscal Net Benefits for Lone Star Community College



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

NET BENEFITS OVER 10 YEARS: PORT OF HOUSTON			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$1,519	\$0	\$1,519
FF&E Property Taxes	\$241	\$0	\$241
Inventory Property Taxes	\$54	\$0	\$54
New Residential Property Taxes	\$0	\$1,291	\$1,291
Benefits Subtotal	\$1,814	\$1,291	\$3,105
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	\$0	\$0	\$0
Costs Subtotal	\$0	\$0	\$0
Net Benefits	\$1,814	\$1,291	\$3,105

Annual Fiscal Net Benefits for Port of Houston



Harris County Emergency Services District 8 Fiscal Impact

Item 17.

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

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY EMERGENCY SERVICES DISTRICT 8			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$14,870	\$0	\$14,870
FF&E Property Taxes	\$2,357	\$0	\$2,357
Inventory Property Taxes	\$531	\$0	\$531
New Residential Property Taxes	\$0	\$12,633	\$12,633
Benefits Subtotal	\$17,758	\$12,633	\$30,391
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	\$0	\$0	\$0
Costs Subtotal	\$0	\$0	\$0
Net Benefits	\$17,758	\$12,633	\$30,391

Annual Fiscal Net Benefits for Harris County Emergency Services District 8



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

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY HOSPITAL DISTRICT			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$25,556	\$0	\$25,556
FF&E Property Taxes	\$4,051	\$0	\$4,051
Inventory Property Taxes	\$913	\$0	\$913
New Residential Property Taxes	\$0	\$21,712	\$21,712
Benefits Subtotal	\$30,520	\$21,712	\$52,232
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	\$0	\$0	\$0
Costs Subtotal	\$0	\$0	\$0
Net Benefits	\$30,520	\$21,712	\$52,232

Annual Fiscal Net Benefits for Harris County Hospital District



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

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY DEPARTMENT OF EDUCATION			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$765	\$0	\$765
FF&E Property Taxes	\$121	\$0	\$121
Inventory Property Taxes	\$27	\$0	\$27
New Residential Property Taxes	\$0	\$650	\$650
Benefits Subtotal	\$914	\$650	\$1,564
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	\$0	\$0	\$0
Costs Subtotal	\$0	\$0	\$0
Net Benefits	\$914	\$650	\$1,564

Annual Fiscal Net Benefits for Harris County Department of Education



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

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY FLOOD CONTROL			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$4,817	\$0	\$4,817
FF&E Property Taxes	\$764	\$0	\$764
Inventory Property Taxes	\$172	\$0	\$172
New Residential Property Taxes	\$0	\$4,092	\$4,092
Benefits Subtotal	\$5,752	\$4,092	\$9,844
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	\$0	\$0	\$0
Costs Subtotal	\$0	\$0	\$0
Net Benefits	\$5,752	\$4,092	\$9,844

Annual Fiscal Net Benefits for Harris County Flood Control



Overview of Methodology

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

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

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

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

238210 ELECTRICAL CONTRACTORS AND OTHER WIRING INSTALLATION CONTRACTORS		CITY OF TOMBALL
Employment Multiplier	(Type II Direct Effect)	1.648
Earnings Multiplier	(Type II Direct Effect)	1.5038

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 **TECHSICO Wireless** (the “Company”), 910 S Hudson Ave, Tulsa, OK 74112.

WITNESSETH:

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

WHEREAS, the Company proposes to enter into a build-to-suit lease agreement for the construction of a \$1,450,000 office/warehouse facility to be constructed on approximately 2.521 acres of land identified as Lot 9 in the Tomball Business & Technology Park (the “Property”), and more particularly described in Exhibit “A,” attached hereto and made a part hereof; and

WHEREAS, the Company also proposes to create forty-five (45) full-time positions in Tomball within its first year of operation and plans to increase employment to one hundred (100) full-time positions within thirty-six (36) months of operation; and

WHEREAS, the TEDC agrees to provide to the Company the sum of Twenty Thousand Five Hundred and Twenty-Nine Dollars (\$20,529.00) to assist in the location of its business operations and job creation at the Property; and

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

WHEREAS, this expenditure is found by the Board of Directors of the TEDC to be required or suitable for the promotion and development of new or expanded business enterprises and in furtherance of creation and retention of primary jobs; 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 operate and maintain the proposed business on the Property for a term of at least five (5) years, and will for such term, except as provided by paragraph 4 hereof, create one hundred (100) full-time positions at the Property.

2.

The Company also covenants and agrees that construction of the Improvements, the addition of forty-five (45) employees, and obtaining all necessary occupancy permits from the City shall occur within twenty-four (24) months from the Effective Date of this Agreement. Extensions of these deadlines, due to any extenuating circumstance or uncontrollable delay, may be granted at the sole discretion of the Board of Directors of the TEDC.

3.

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

4.

In consideration of the Company's representations, promises, and covenants, TEDC agrees to grant to the Company up to Twenty Thousand Five Hundred and Twenty-Nine Dollars (\$20,529.00) as a performance incentive to assist in the location of its business operations and the addition of the on hundred (100) employees to the Property. The TEDC agrees to distribute such funds to the Company within thirty (30) days of receipt of a letter from the Company requesting such payment, which letter shall also include: (a) a copy of the City's occupancy permit for the improvements to the Property, if applicable; (b) proof that the company has retained and added the number of employees indicated above to the Tomball operation as evidenced by copies of Texas Workforce Commission form C-3 or Internal Revenue Service form 941; (c) a letter from the City acknowledging that all necessary plats, plans, and specifications have been received, reviewed, and approved; (d) an affidavit stating that all contractors and subcontractors providing work and/or materials in the construction of the Improvements have been paid and any and all liens and claims regarding such work have been released; and (e) Proof of payment to all contractors and subcontractors providing work and/or materials in the construction of the Improvements, proof of payment must include copies of canceled checks and/or credit card receipts and copies of paid invoices from all contractors and subcontractors.

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

5.

It is understood and agreed by the parties that, in the event of a default by the Company on any of its obligations under this Agreement, the Company shall reimburse the TEDC the full amount paid to the Company by the TEDC, with interest at the rate equal to the 90-day Treasury Bill plus ½% per annum, within 120 days after the TEDC notifies the Company of the default. It is further understood and agreed by the parties that if the Company is convicted of a violation under 8 U.S.C. Section 1324a(f), the Company will reimburse the TEDC the full amount paid to the Company, with interest at the rate equal to the 90-day Treasury Bill plus ½% per annum, within 120 days after the TEDC notifies the Company of the violation.

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

It is understood and agreed by the parties that, in the event of a default by the TEDC on any of its obligations under this Agreement, the Company's sole and exclusive remedy shall be limited to either a) the termination of this Agreement or b) a suit for specific performance.

6.

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

7.

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

8.

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

If to City:

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

If to Company:

TECHSICO Wireless
910 S Hudson Avenue
Tulsa, OK 74112
Attn: Todd Blackburn, CEO

9.

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

10.

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

11.

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

12.

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

13.

In the event any one or more words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement, or the application thereof to any person, firm, corporation, or circumstance, shall be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, then the application, invalidity or unconstitutionality of such words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement shall be

deemed to be independent of and severable from the remainder of this Agreement, and the validity of the remaining parts of this Agreement shall not be affected thereby.

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the parties on this _____ day of _____ 2021 (the "Effective Date").

TECHSICO Wireless

By: _____

Name: Todd Blackburn

Title: CEO

ATTEST:

By: _____

Name: _____

Title: _____

TOMBALL ECONOMIC DEVELOPMENT CORPORATION

By: _____

Name: Gretchen Fagan

Title: President, Board of Directors

ATTEST:

By: _____

Name: William E. Sumner Jr.

Title: Secretary, Board of Directors

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____
 2021, by Todd Blackburn, CEO of TECHSICO Wireless., for and on behalf of said company.

 Notary Public in and for the State of Texas

My Commission Expires: _____

(SEAL)

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

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

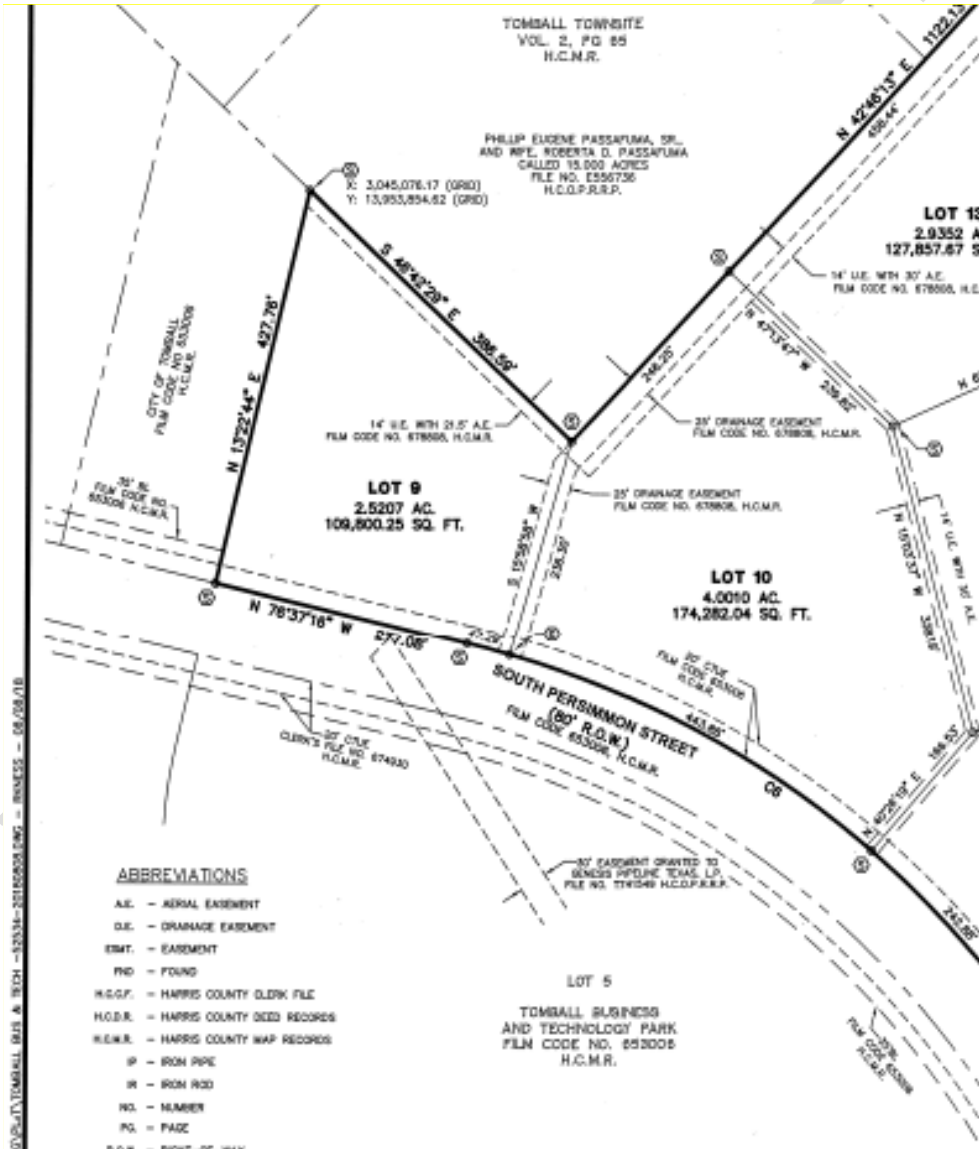
 Notary Public in and for the State of Texas

My Commission Expires: _____

(SEAL)

Exhibit A
Legal Description of Property

Lot 9 Tomball Business & Technology Park Lot 9 Replat



Special Joint Agenda Item Data Sheet

Meeting Date: September 14, 2021

Topic:

Consideration and possible action by Tomball EDC to approve that one certain commercial real estate contract – unimproved property between the Corporation as Seller and Billiard Factory, Inc and/or assigns, as purchaser and authorize the execution of contracts and documentation by the EDC Executive Director relating to approximately 4.8226 gross acres of land, identified as Lot 3 on the Final Plat of the Tomball Business & Technology Park.

Background:

The Tomball Economic Development Corporation has received an offer from Billiard Factory, Inc to purchase Lot 3 in the Tomball Business and Technology Park in order to construct an approximately 72,750 square foot distribution facility.

The approximately 4.8-acre lot is located on the east side of South Persimmon, adjacent to the M118 Channel.

The attached Letter of Intent includes the following terms:

Offer Price: ±\$655,379; based on \$3.25PSF of total area

Earnest Money: \$10,000

Feasibility Period: 90 days from Effective Date

Closing: On or before 30 days after the expiration of the feasibility period (with one 30-day extension)

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



LETTER OF INTENT

September 10, 2021

RE: ***Approximately 4.7 acres of land, in Harris County, identified herein as "Property" and further described in the Exhibit "A" attached hereto and made a part hereof.*** Property is located on S Persimmon St, Tomball, TX (Lot 3 in Tomball Business & Technology Park).

Dear Tom:

The purpose of this letter is to outline the basic terms and conditions under which my client would like to purchase the property. My client is willing to pay the following price for the tract of land.

BUYER:	Billiard Factory
OFFERING PRICE:	\$3.25 psf (\$655,379)
TERMS:	3 rd Party Finance
TITLE:	Stewart Title, The Woodlands, TX
EARNEST MONEY:	\$10,000
SURVEY:	Seller to provide existing survey.
COMMISSION:	Seller shall pay real estate commission ("Commission") to NewQuest Properties, equal to the sum of three percent (3%) of the sales price payable in cash at Closing from the proceeds of such sale.
FEASIBILITY:	90 days from Effective date of Earnest Money Contract
CLOSING:	30 days from expiration of Feasibility Period with one (1) thirty (30) day extension with release of earnest money to Seller.
MISCELLANEOUS:	Buyer acknowledges receipt of the attached Exhibit, "Information About Brokerage Services". Seller will provide detention.

THIS IS A NON-BINDING LETTER OF INTENT SUBMITTED TO OUTLINE THE MATERIAL BUSINESS TERMS FOR PROPOSED ACQUISITION BY BUYER. NEITHER PARTY SHALL BE BOUND TO THE TRANSACTION UNTIL A COMPLETE EARNEST MONEY CONTRACT, ACCEPTABLE TO ALL PARTIES HAS BEEN EXECUTED AND DEPOSITED WITH THE TITLE COMPANY TOGETHER WITH THE EARNEST MONEY. EITHER PARTY MAY TERMINATE NEGOTIATIONS AT ANY TIME.

Your response is greatly appreciated. It is mutually agreed that this letter is subject to the execution of a formal contract.

Sincerely,



AGREED AND ACCEPTED:
"PURCHASER"

"SELLER"

By: _____

By: _____

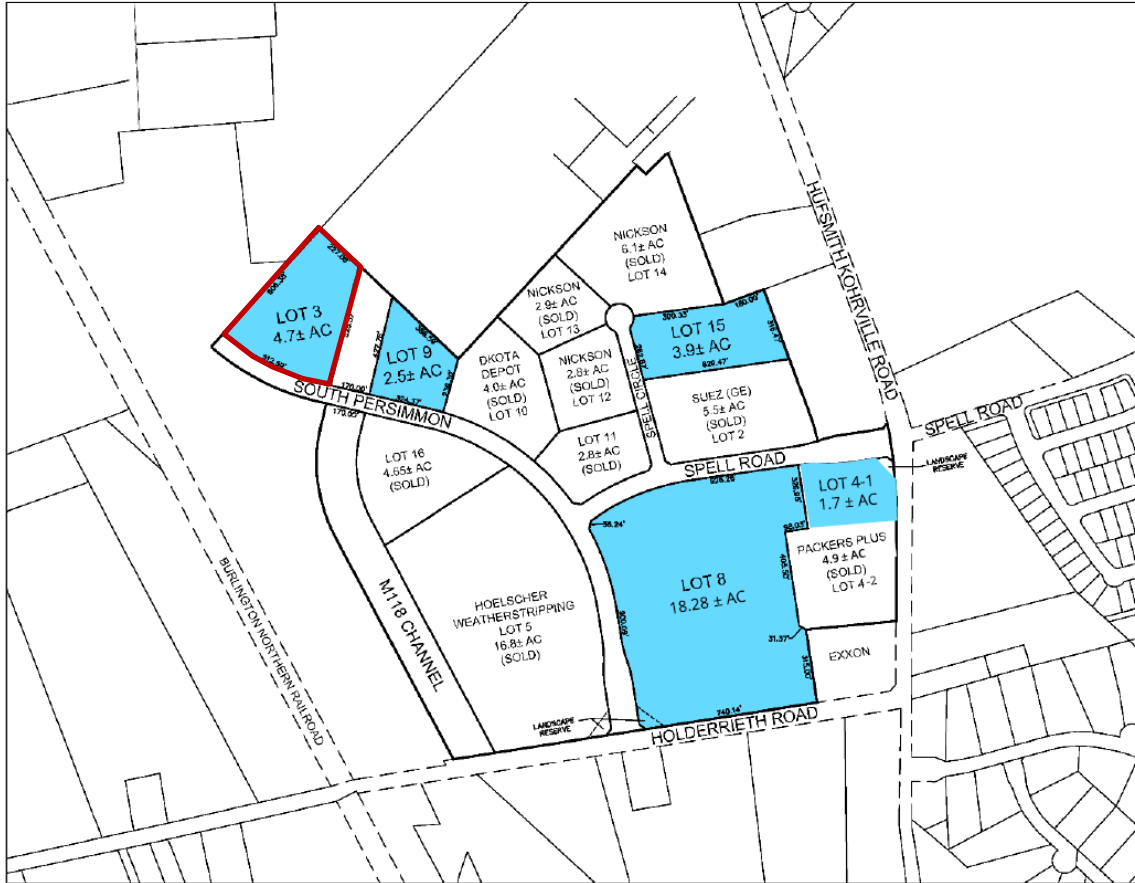
Date: _____

Date: _____

Title: _____

Title: _____

EXHIBIT A



11/2/2015



Information About Brokerage Services

Texas law requires all real estate licensees to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

TYPES OF REAL ESTATE LICENSE HOLDERS:

- **A BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- **A SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of each party to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

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- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
 - that the owner will accept a price less than the written asking price;
 - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
 - any coincidental information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

Home Asset, Inc., dba NewQuest Properties	420076	-	(281)477-4300
Licensed Broker /Broker Firm Name or	License No.	Email	Phone
Primary Assumed Business Name			
H. Dean Lane, Jr.	366134	dlane@newquest.com	(281)477-4300
Designated Broker of Firm	License No.	Email	Phone
H. Dean Lane, Jr.	366134	dlane@newquest.com	(281)477-4300
Licensed Supervisor of Sales Agent/	License No.	Email	Phone
Associate			
Sales Agent/Associate's Name	License No.	Email	Phone
Buyer/Tenant/Seller/Landlord Initials		Date	

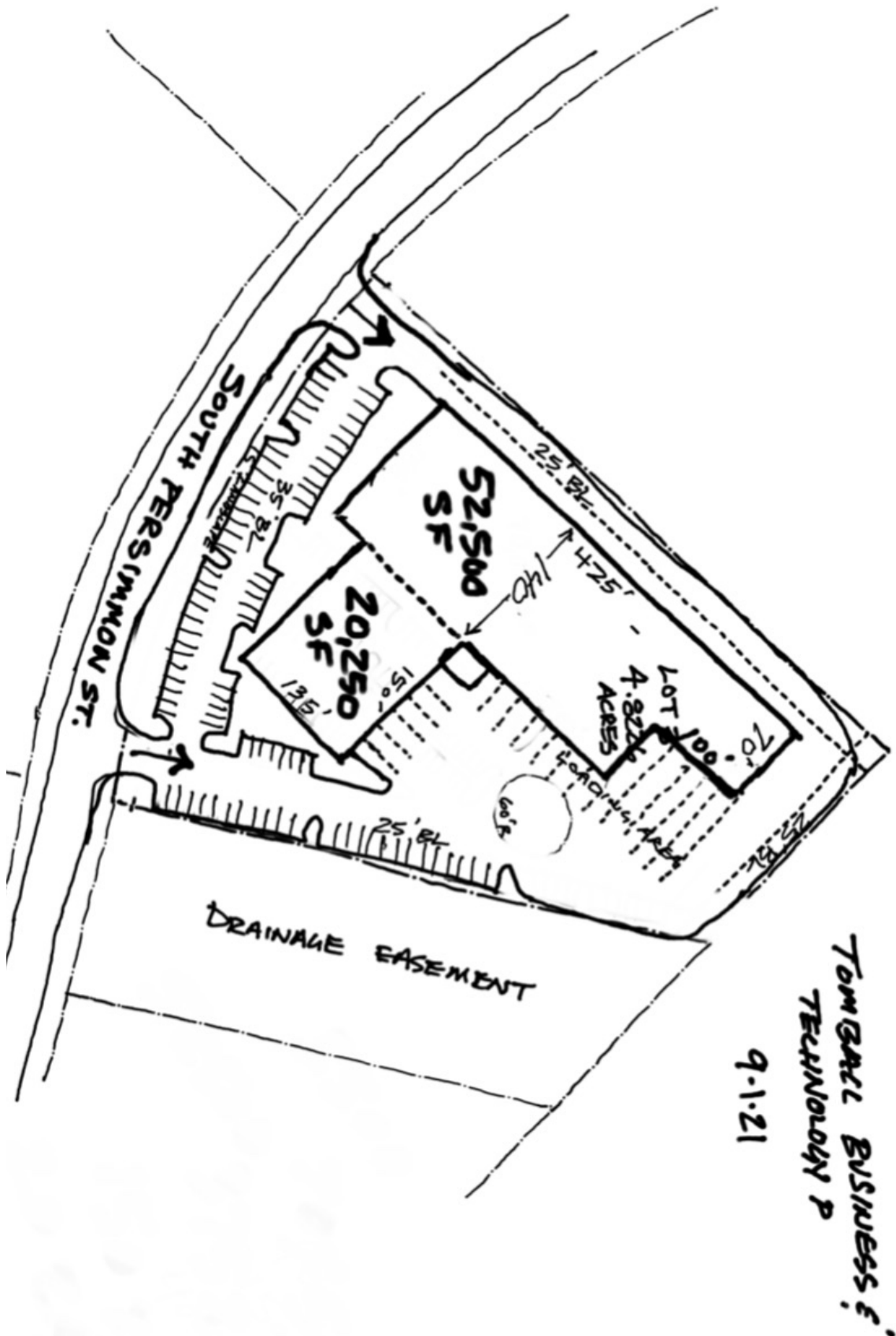
Regulated by the Texas Real Estate Commission

Information available at www.trec.texas.gov
IABS 1-0 Date

New Quest Properties 8827 W. Sam Houston Pkwy. Houston, TX 77040
Ori Fitzgerald

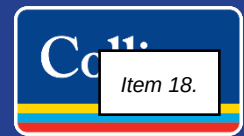
Phone: 281.477.4300 Fax: 281.477.4399
Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogix.com

IABS



For Sale > Land Sites

Tomball Business & Technology Park



Master Planned/Deed Restricted Business Park



±100 Acre
Business
Park
Tomball, TX

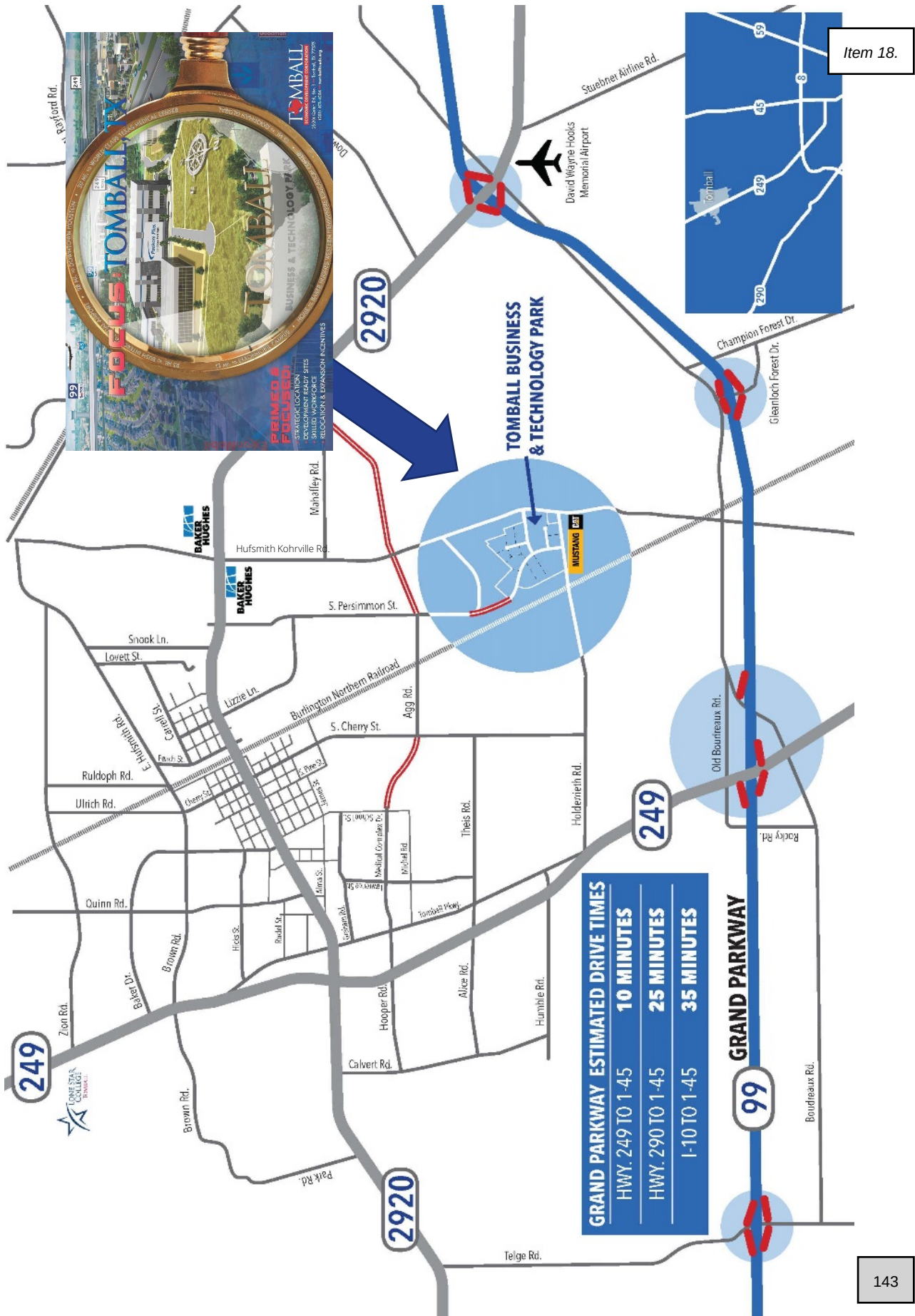
Light
Industrial
Zoning

Project By: **TOMBALL**
ECONOMIC DEVELOPMENT CORP.
www.tomballtxedc.org



Tom Condon, Jr.
Senior Vice President | The Woodlands
+1 713 830 4007
tom.condon.jr@colliers.com

Colliers | The Woodlands
1790 Hughes Landing Blvd | Suite 250
The Woodlands, TX 77380
www.colliers.com



GRAND PARKWAY ESTIMATED DRIVE TIMES			
HWY. 249 TO 1-45	10 MINUTES	25 MINUTES	35 MINUTES
HWY. 290 TO 1-45			
I-10 TO 1-45			

Item 18.

Project Features

- Ranked by Business Facilities as the #10 Best Industrial Parks in the Country in their 17th Annual Rankings Report
- Master Planned/Deed Restricted Business Park
- Off-site detention via M118 Channel
- Light Industrial Zoning
- Fully served with all utilities
- ±31.17 Useable Acres Still Available

Location

- 2.8 miles from D.W. Hooks Memorial Airport
- 24 miles from Bush Intercontinental Airport
- 42 miles from Port of Houston

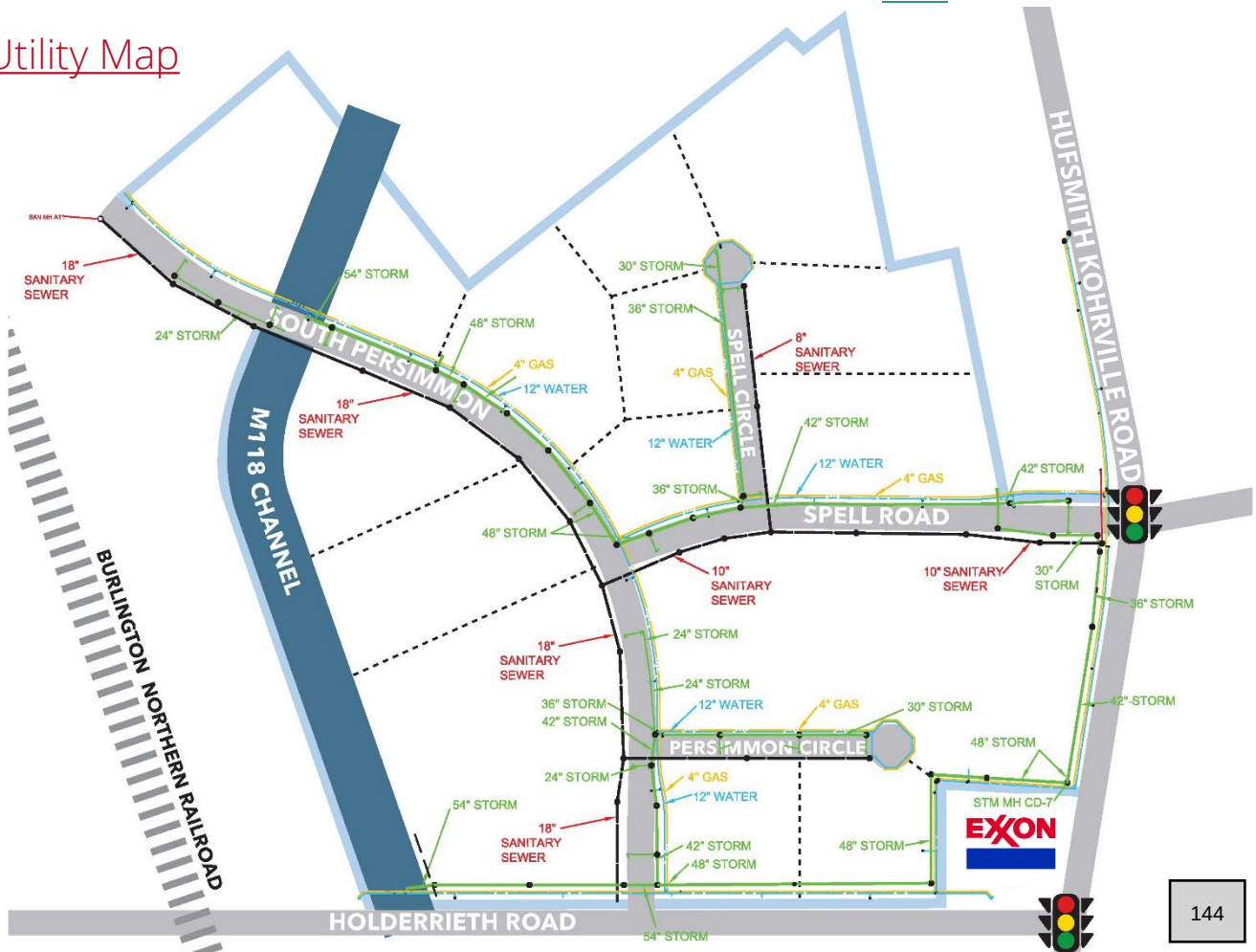
Highlights

- Tax abatements/Economic incentives available
- Easy access to SH 249, FM 2920 & the Grand Parkway
- Flexible lot sizes
- Competitive land prices
- Skilled labor force
- Low property taxes
- Foreign Trade Zone #84

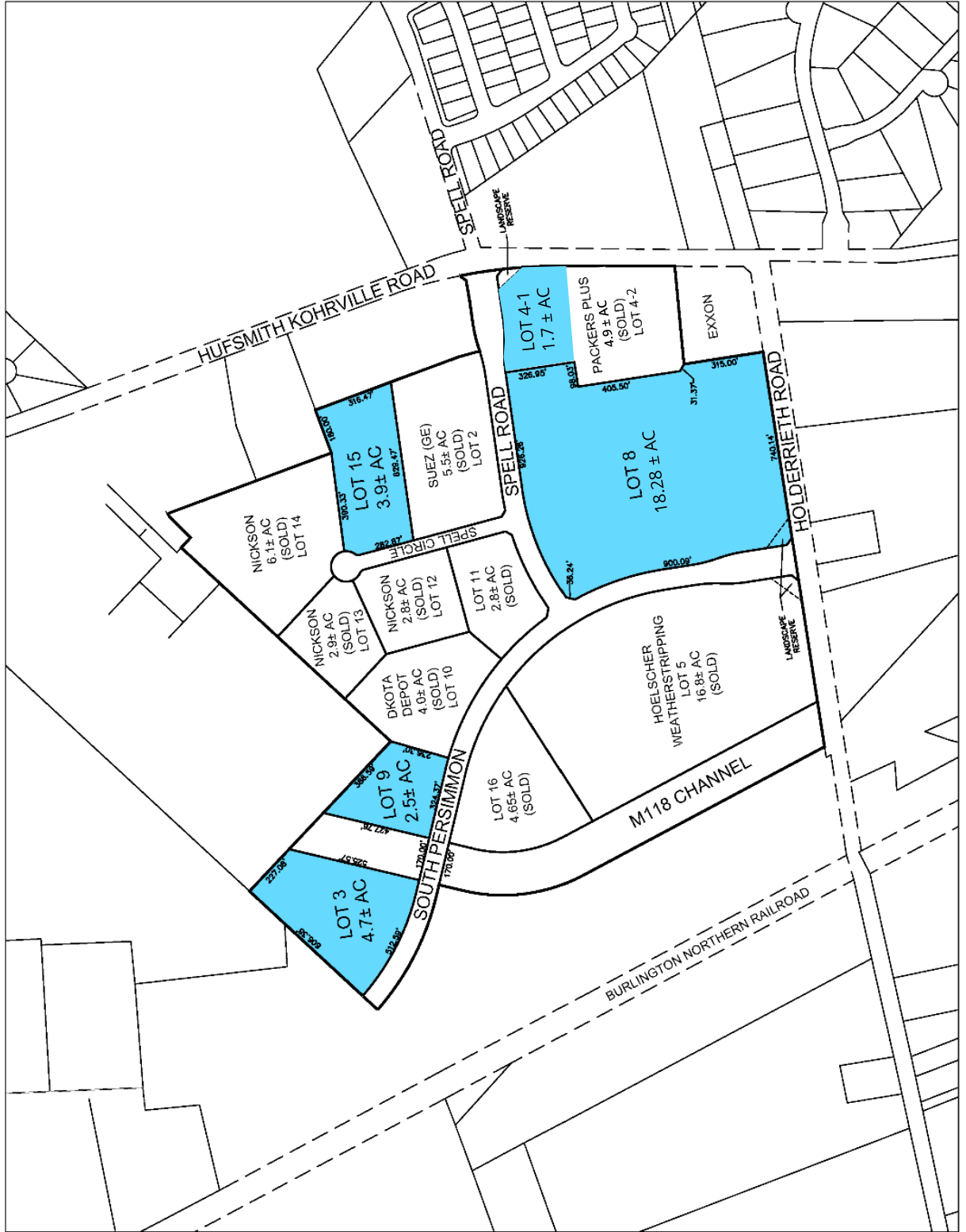
Offering

- Pricing subject to lot size, configuration & location. Please inquire with Broker for details.
- Financial Incentives may be available from the TEDC. Click [here](#) for more information

Utility Map







NWC Quadrant Holderrieth & Hufsmith-Kohrville Roads

Item 18.





Information About Brokerage Services

Item 18.

Texas law requires all real estate license holders to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

TYPES OF REAL ESTATE LICENSE HOLDERS:

- **A BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- **A SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

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 - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

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Colliers International
Houston, Inc.

Licensed Broker/Broker Firm Name or
Primary Assumed Business Name

29114

License No.

houston.info@colliers.com

Email

(713) 222-2111

Phone

Gary Mabray

Designated Broker of Firm

138207

License No.

gary.mabray@colliers.com

Email

(713) 830-2104

Phone

Patrick Duffy, MCR

Licensed Supervisor of Sales Agent/
Associate

604308

License No.

patrick.duffy@colliers.com

Email

(713) 830-2112

Phone

Tom Condon, Jr.

Sales Agent/Associate's Name

419324

License No.

tom.condon.jr@colliers.com

Email

(713) 830-2407

Phone

Buyer/Tenant/Seller/Landlord Initials

Date

PRICING SCHEDULE
TOMBALL BUSINESS AND TECHNOLOGY PARK
(as of September 1, 2021)

Item 18.

LOT #	SIZE (ACRES)	LOCATION/ROAD FRONTAGE	ASKING PRICES**			COMMENTS		
			\$/SF		GROSS			
4-1	1.75	Spell/Hufsmith Kohrville	\$5.15		\$392,585			
8	18.28	Holderrieth/Persimmon/South cul-de-sac	\$3.95		\$3,146,085			
5	16.78	Holderrieth/Persimmon	\$2.95		\$2,156,264	SOLD		
16	4.65	Persimmon	\$3.50		\$708,939	SOLD		
3	4.70	Persimmon/N of M-118 Drainage Channel	\$3.50		\$716,562			
9	2.52	Persimmon	\$3.75		\$411,642			
10	4.00	Persimmon	\$3.50		\$609,840	SOLD		
11	2.76	Persimmon/Spell/Spell Circle cul-de-sac	\$3.75		\$451,352	SOLD		
12	2.87	Spell Circle cul-de-sac	\$3.60		\$450,705	SOLD		
13	2.90	Spell Circle cul-de-sac	\$3.25		\$410,553	SOLD		
14	6.104	Spell Circle cul-de-sac	\$2.90		\$771,082	SOLD		
15	3.92	Spell Circle cul-de-sac	\$3.65		\$623,256			
2	5.50	Spell/Spell Circle cul-de-sac	\$3.25		\$778,635	SOLD		
4	17.36	Persimmon/Spell/South cul-de-sac	\$2.95		\$2,230,795	SOLD		
TOTAL	<u>31.17</u>	Useable Acres Still Available*			<u>\$5,290,130</u>		<u>Combined Gross Asking Price</u>	
					<u>\$3.90</u>		<u>Weighted Avg Asking Price/SF</u>	
		* ± 10.11 Acres in all existing & proposed street R.O.W's & ± 8.3 Acres in M-118 Drainage Channel						
		** Subject to Tomball EDC Board approval of Contract Sales Price(s)						