## NOTICE OF REGULAR TOMBALL ECONOMIC DEVELOPMENT CORPORATION MEETING



#### ECONOMIC DEVELOPMENT CORP.

**Tuesday, August 13, 2024 5:30 PM** 

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

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

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

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

The public toll-free dial-in numbers to participate in the telephonic meeting are any one of the following (dial by your location): +1 312 626 6799 US (Chicago); +1 646 876 9923 US (New York); +1 301 715 8592 US; +1 346 248 7799 US (Houston); +1 408 638 0968 US (San Jose); +1 669 900 6833 US (San Jose); or +1 253 215 8782 US (Tahoma) - Meeting ID: 852 2410 3726 Passcode: 685252. The public will be permitted to offer public comments telephonically, as provided by the agenda and as permitted by the presiding officer during the meeting.

- A. Call to Order
- B. Invocation
- C. Pledges
- D. Public Comments and Receipt of Petitions; [At this time, anyone will be allowed to speak on any matter other than personnel matters or matters under litigation, for length of time not to exceed three minutes. No Council/Board discussion or action may take place

on a matter until such matter has been placed on an agenda and posted in accordance with law - GC, 551.042.]

- E. Reports and Announcements
- F. Reports by TEDC Staff:
  - 1. Summer 2024 Quarterly Newsletter
  - 2. Summer Youth Employment Program Update
  - 3. 2024 Economic Outlook Luncheon Save the Date October 15, 2024 10:30 a.m. 1:00 p.m.
- G. Approval of Minutes
  - 4. Regular Tomball EDC Meeting of May 14, 2024
  - Special Joint Tomball EDC and Tomball City Council Meeting of July 22, 2024
- H. New Business
  - 6. Presentation by Jessica Rogers, Assistant City Manager, regarding the Tomball EDC 2023-2024 Fiscal Year financial statements.
  - Consideration and possible action by Tomball EDC to approve a request by GK Hospitality Development LLC., for a one-year extension of time in order to complete the construction of a 6,580 square-foot commercial building and gasoline facility located near the northwest corner of FM 2920 and State Highway 249, Tomball, Texas 77375.
  - 8. Consideration and possible action by Tomball EDC, to approve, as a Project of the Corporation, an agreement with RSC Riverside Construction LLC to make direct incentives to, or expenditures for, assistance with infrastructure costs to be required or suitable for the promotion of new or expanded business development related to the development and construction of a multibuilding office/warehouse park to be located at 0 Holderrieth Road, Tomball, Texas 77375. The estimated amount of expenditures for such Project is \$101,870.00.
    - Public Hearing
  - 9. Consideration and possible action by Tomball EDC to approve, as a Project of the Corporation, an agreement with Red Grip, LLC to make direct incentives to, or expenditures for, assistance with infrastructure costs required or suitable for the promotion of new or expanded business enterprise related to the

construction of a commercial office/retail development to be located at 1211 Rudel Road, Tomball, Texas 77375. The estimated amount of expenditures for such Project is \$15,195.00.

#### - Public Hearing

- 10. Consideration and possible action by Tomball EDC to approve, as a Project of the Corporation, an agreement with Walsh Alliance, LLC dba Walsh & Albert Company, Ltd., to make direct incentives to, or expenditures for, the creation or retention of primary jobs associated with the development of its corporate headquarters to be located at 2401 S Persimmon Street, Tomball, Texas 77375. The estimated amount of expenditures for such Project is \$165,000.00.
  - Public Hearing
- 11. Consideration and possible action by Tomball EDC to approve, as a Project of the Corporation, an agreement with Metal Zinc Manufacturing LLC, to make direct incentives to, or expenditures for, the creation or retention of primary jobs associated with the development of its corporate headquarters to be located at 2401 S Persimmon Street, Tomball, Texas 77375. The estimated amount of expenditures for such Project is \$80,000.00.
  - Public Hearing
- 12. The Tomball Economic Development Corporation will enter into a Workshop Session to discuss the Fiscal Year 2024-2025 Tomball Economic Development Corporation Budget.
- 13. 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.
- 14. Reconvene into regular session and take action, if necessary, on items discussed in Executive Session.

#### **Regular Tomball Economic Development Corporation Meeting**

August 13, 2024 | Agenda

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- 15. Consideration and possible action by Tomball EDC to approve the Tomball Economic Development Corporation Fiscal Year 2024-2025 Budget.
  - Public Hearing
- Consideration and possible action by Tomball EDC to approve out-of-state travel for FY 2024-2025 for TEDC Staff to attend conferences and trainings for professional and business development purposes.
- 17. Consideration and possible action regarding changes to the Business Improvement Grant Program and Old Town Façade Improvement Grant Program Guidelines and Criteria.

#### I. Adjournment

#### CERTIFICATION

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, City of Tomball, Texas, a place readily accessible to the general public at all times, on the 8th day of August 2024 by 5:30 PM, and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Kelly Violette Executive Director

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

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

		Meeting Date:	August 13, 2024
Topic:			
Summer 2024 Quarterly Newsletter			
Background:			
Origination:			
Recommendation:			
Party(ies) responsible for placing this item	on agenda:	Kelly Violette	
FUNDING (IF APPLICABLE)			
Are funds specifically designated in the current bu	dget for the full amo	ount required for the	is purpose?
Yes: No:	If yes, specify A	.ccount Number: #	
If no, funds will be transferred from account #		To account #	
Signed	Approved by		
Staff Member-TEDC Date		Executive Director	-TEDC Date

		Meeting Date:	August 13, 2024
Topic:			
Summer Youth Employment Program Update			
Background:			
Origination:			
Recommendation:			
Party(ies) responsible for placing this item	on agenda:	Kelly Violette	
FUNDING (IF APPLICABLE)			
Are funds specifically designated in the current but	dget for the full amo	ount required for th	is purpose?
Yes: No:	If yes, specify A	Account Number: #	:
If no, funds will be transferred from account #		To account #	
Signed	Approved by		
Staff Member-TEDC Date		Executive Director	-TEDC Date

			<b>Meeting Date:</b>	August 13, 2024
Topic:				
2024 Econor	mic Outlook Luncheon	Save the Date – Oc	tober 15, 2024 – 10:30 a	ı.m. – 1:00 p.m.
Background	d:			
Origination	ı:			
Recommend	dation:			
Party(ies) r	esponsible for placing	g this item on agend	Kelly Violett	te
FUNDING	(IF APPLICABLE)			
Are funds spe	ecifically designated in the	ne current budget for the	he full amount required for	this purpose?
Yes:	No:	If yes,	, specify Account Number:	: #
If no, funds w	vill be transferred from a	ccount #	To account	#
Signed		Appr	roved by	
Sta	ff Member-TEDC	Date	Executive Direct	etor-TEDC Date

			<b>Meeting Date:</b>	August 13, 2024
Topic:				
Regular	Tomball EDC Meeting	of May 14, 2024		
Backgro	ound:			
Origina	tion: Kelly Violette, E	Executive Director		
Recom	nendation:			
Approva	al of the Minutes for the	Meeting of May 14, 202	4	
Party(ie	es) responsible for plac	ing this item on agenda	Kelly Violette	
FUNDI	<b>NG</b> (IF APPLICABLE)	1		
Are fund	s specifically designated i	n the current budget for the	full amount required for th	nis purpose?
Yes:	No:	If yes, s	pecify Account Number: #	<b>#</b>
If no, fur	ids will be transferred from	m account #	To account #	
Signed		Approv	ved by	
	Staff Member-TEDC	Date	Executive Directo	r-TEDC Date

## NOTICE OF REGULAR TOMBALL ECONOMIC DEVELOPMENT CORPORATION MEETING



#### ECONOMIC DEVELOPMENT CORP.

Tuesday, May 14, 2024 5:30 PM

Notice is hereby given of a meeting of the Tomball Economic Development Corporation, to be held on Tuesday, May 14, 2024 at 5:30 PM, City Hall, 401 Market Street, Tomball, TX 77375, for the purpose of considering the following agenda items. All agenda items are subject to action. The Tomball Economic Development Corporation reserves the right to meet in a closed session for consultation with attorney on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION OF THE CITY OF TOMBALL, TEXAS, WILL CONDUCT THE MEETING SCHEDULED FOR MAY 14, 2024, 5:30 PM, AT 401 MARKET STREET, TOMBALL, TEXAS, 77375. THIS MEETING AGENDA AND THE AGENDA PACKET ARE POSTED ONLINE AT:

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

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#### A. Call to Order

President Fagan called the meeting to order at 5:34 p.m.

PRESENT President Gretchen Fagan

#### Item 4.

#### **Regular Tomball Economic Development Corporation Meeting**

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Vice President Chad Degges Secretary Bill Sumner Member Lisa Covington Member Brock Hendrickson

#### **ABSENT**

Treasurer Richard Bruce Member Jim Engelke Kelly Violette

#### OTHERS PRESENT

Tiffani Wooten
Tori Gleason
McKayley Dannelley
Bruce Hillegeist
Katherine Tapscott
Kyle Bertrand
Suzanna Papaqui
Stacey Campos
Kaela Olson (via Zoom)

B. Invocation

Secretary Sumner led the invocation.

C. Pledges

Tiffani Wooten led the pledge of allegiance to both flags.

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

No public comments were received.

- E. Reports and Announcements
- F. Reports by TEDC Staff:

Tiffani Wooten provided an overview of the following:

- 1. Spring 2024 Quarterly Newsletter
- 2. 2024 Economic Development Week May 6-10

#### **Regular Tomball Economic Development Corporation Meeting**

May 14, 2024 | Minutes

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- 3. 2024 Community Career Fair Update
- 4. Baker Hughes Graduation
- 5. Summer Youth Employment Program Update
- 6. Small Business Growth Summit May 21st 8:30 2:00
- 7. Video Success Stories Houston Poly Bag & Aloha Beauty Lounge
- 8. Cybersecurity Webinar June 11<sup>th</sup> 10:00 a.m.

#### G. Approval of Minutes

Motion made by Secretary Sumner, Seconded by Member Covington.

Voting Yea: Vice President Degges, Secretary Sumner, Member Covington, Member Hendrickson.

The motion carried unanimously.

9. Regular Tomball EDC Meeting of March 5, 2024.

#### H. New Business

- 10. Presentation by Katherine Tapscott, Finance Director, regarding the Tomball EDC 2023-2024 Fiscal Year financial statements.
- 11. Consideration and possible action by Tomball EDC to approve, as a Project of the Corporation, an agreement with TCG Capital, 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 expansion of a sports facility located at 19220 Theis Ln., Tomball, Texas 77375. The estimated amount of expenditures for such Project is \$26,750.00.

#### **Public Hearing**

President Fagan opened the public hearing at 6:18 p.m. No comments were received. Public hearing was closed at 6:18 p.m.

Motion made by Secretary Sumner, Seconded by Member Covington.

Voting Yea: Secretary Sumner, Member Covington, Member Hendrickson.

Voting Nay: Vice President Degges.

#### **Regular Tomball Economic Development Corporation Meeting**

May 14, 2024 | Minutes Page 4 of 5

The motion carried unanimously.

12. Consideration and possible action by Tomball EDC to approve, as a Project of the Corporation, an agreement with Keep It Simple and Pink LLC to make direct incentives to, or expenditures for, rental assistance for new or expanded business enterprise to be located at 103 W. Main Street, Tomball, Texas 77375. The estimated amount of expenditures for such Project is \$10,000.00.

**Public Hearing** 

President Fagan opened the public hearing at 6:32 p.m. No comments were received. Public hearing was closed at 6:32 p.m.

Motion made by Secretary Sumner, Seconded by Member Covington.

Voting Yea: Vice President Degges, Secretary Sumner, Member Covington, Member Hendrickson.

The motion carried unanimously.

13. Consideration and possible action by Tomball EDC to accept the Tomball Economic Development Corporation 2023-2024 Annual Report.

Motion made by Member Covington, Seconded by Secretary Sumner.

Voting Yea: Vice President Degges, Secretary Sumner, Member Covington, Member Hendrickson.

The motion carried unanimously.

14. Consideration and possible action by Tomball EDC to approve the Tomball Economic Development Corporation 2024-2025 Strategic Work Plan.

Motion made by Member Covington, Seconded by Secretary Sumner.

Voting Yea: Vice President Degges, Secretary Sumner, Member Covington, Member Hendrickson.

The motion carried unanimously.

- 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.

#### Item 4.

#### **Regular Tomball Economic Development Corporation Meeting**

May 14, 2024 | Minutes

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• Section 551.087, - Deliberation regarding Economic Development negotiations.

No Executive Session was needed.

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

No Executive Session was needed.

#### I. Adjournment

Motion made by Secretary Sumner, Seconded by Member Covington.

Voting Yea: Vice President Degges, Secretary Sumner, Member Covington, Member Hendrickson.

The motion carried unanimously. Meeting adjourned at 6:56 p.m.

#### CERTIFICATION

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, City of Tomball, Texas, a place readily accessible to the general public at all times, on the 10th day of MAY 2024 by 5:30 PM, and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Kelly Violette Executive Director

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

PASSED AND APPROVED this the 13th day of August 2024.				
President, Tomball EDC Board	Secretary, Tomball EDC Board			

				Meeting Date:	August 13, 2024
Topic:					
Special	Joint Tomball EDC and To	omball City Co	uncil Meeting	of July 22, 2024	
Backgı	round:				
Origin	ation: Kelly Violette, Exe	cutive Director			
Recom	mendation:				
Approv	val of the Minutes for the M	eeting of July 2	22, 2024		
Party(i	es) responsible for placin	g this item on a	agenda:	Kelly Violette	
FUND	ING (IF APPLICABLE)				
	ds specifically designated in t	ne current budge	t for the full am	ount required for th	is purpose?
Yes:	No:		If yes, specify A	Account Number: #	:
If no, fu	ands will be transferred from a	ccount #		To account #	
Signed			Approved by		
	Staff Member-TEDC	Date		Executive Director	-TEDC Date

## NOTICE OF SPECIAL JOINT CITY COUNCIL AND TOMBALL ECONOMIC DEVELOPMENT CORPORATION MEETING



#### ECONOMIC DEVELOPMENT CORP.

Monday, July 22, 2024 4:00 PM

Notice is hereby given of a Special meeting of the Tomball City Council and Tomball Economic Development Corporation, to be held on Monday, July 22, 2024 at 4:00 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 City Council and the Tomball Economic Development Corporation reserve the right to meet in a closed session for consultation with attorney on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

THE TOMBALL CITY COUNCIL AND THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION WILL CONDUCT THE MEETING SCHEDULED FOR MONDAY, JULY 22, 2024, AT 4:00 PM, AT 401 MARKET STREET, TOMBALL, TEXAS, 77375. THIS MEETING AGENDA AND THE AGENDA PACKET ARE POSTED ONLINE AT:

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

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#### A. Call to Order

Mayor L. Klein-Quinn called the meeting of the City of Tomball Council to order at 4:02 p.m.

PRESENT Council 1 John Ford Council 2 Paul Garcia

#### Item 5.

#### **Special Joint TEDC and City Council Meeting**

July 22, 2024 | Minutes

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Council 3 Dane Dunagin

Council 4 Lisa A. Covington

Council 5 Randy Parr

#### CITY STAFF PRESENT

City Manager – David Esquivel

Assistant City Manager – Jessica Rogers

City Secretary - Tracy Garcia

Assistant City Secretary – Sasha Luna

Records Specialist – Fae Morris

Budget Analyst – Hannah Brown

Fire Chief – Joe Sykora

Assistant Fire Chief/Fire Marshal – Jeff Cook

Police Chief – Jeff Bert

Police Captain – Support Services – Brandon Patin

Police Lieutenant – Investigations – Albert Chambers

Human Resources Director – Kristi Lewis

Director of Marketing & Tourism – Chrislord Templonuevo

IT Director - Tom Wilson

Public Works Director - Drew Huffman

Director of Community Development – Craig Meyers

Project Manager - Meagan Mageo

Intern – City Manager's Office – Ki Provencher

The Tomball Economic Development Corporation meeting was called to order by President G. Fagan at 4:02 p.m.

#### PRESENT:

President Gretchen Fagan Vice President Chad Degges

Member Brock Hendrickson

#### TEDC Staff Present:

Director – Kelly Violette

Assistant Director – Tiffani Wooten

Economic Development Coordinator – Tori Gleason

Administrative Assistant – McKayley Dannelley

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

#### Item 5.

#### **Special Joint TEDC and City Council Meeting**

July 22, 2024 | Minutes

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No public comments were received.

#### C. New Business

1. The Tomball City Council and the Tomball Economic Development Corporation Board of Directors will enter into a Workshop Session to discuss the Fiscal year 2024-2025 City of Tomball and Tomball Economic Development Corporation Budget.

#### D. Adjournment

President G. Fagan adjourned the Tomball Economic Development Corporation meeting at 5:53 p.m.

Motion made by Council 3 Dunagin, Second by Council 2 Garcia

Voting Yea: Council 1 Ford, Council 2 Garcia, Council 3 Dunagin, Council 4 Covington, Council 5 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 18<sup>th</sup> day of JULY 2024 by 5:30 PM, and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Kelly Violette Executive Director

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

information.	
AGENDAS MAY BE VIEWED O	NLINE AT www.ci.tomball.tx.us.
PASSED AND APPROVED this the 13th day of	<u>August</u> 2024.
<u> </u>	
President, Tomball EDC Board	Secretary, Tomball EDC Board

Meeting Date:_	August 13, 2024
arding the Tomball	EDC 2023-2024 Fiscal
Kelly Violette	
amount required for th	nis purpose?

#### **Topic:**

Presentation by Jessica Rogers, Assistant City Manager, regarding the Tomball EDC 2023-2024 Fiscal Year financial statements.

#### **Background:**

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

Origina	ation: Jessica Rogers, A	Assistant City M	anager		
Recomi	mendation: Presentatio	n item only.			
Party(i	es) responsible for plac	cing this item or	agenda:	Kelly Violette	
	NG (IF APPLICABLE)  Is specifically designated		get for the full am	nount required for this purpose?	
Yes:	No:		If yes, specify	Account Number: #	
If no, fui	nds will be transferred fro	m account #		To account #	
Signed			Approved by		
	Staff Member-TEDC	Date		Executive Director-TEDC	Date

## TOMBALL ECONOMIC DEVELOPMENT CORPORATION MEMORANDUM

TO: TEDC Board of Directors

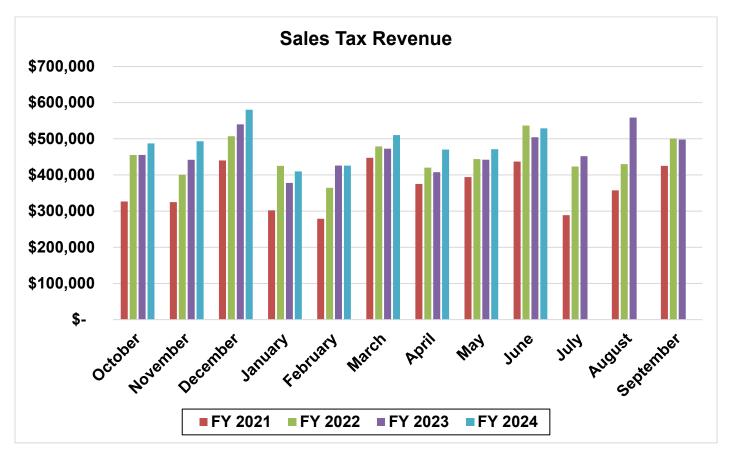
FROM: Jessica Rogers

**SUBJECT:** Financial Information for Quarter Ending June 30, 2024

**DATE:** August 13, 2024

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

Total year-to-date (YTD) revenues were \$5,559,991 which was \$1,172,491 more than the budgeted amount of \$4,387,500. YTD sales tax revenues were \$4,376,658, which was \$626,658 greater than the budgeted amount of \$3,750,000. Interest income was \$940,513, which was \$303,013 more than budgeted for the quarter YTD. For fiscal YTD, sales tax revenues were up 7.6% over the previous year on an accrual basis and interest income was up 29.5% over the previous year.



Total administrative expenses for the quarter YTD were \$541,383, which was \$106,456 less than the budgeted amount of \$647,839. Indirect Economic Development expenses for the quarter YTD were \$363,899, which was \$418,800 less than the budgeted amount of \$782,699.

Included in the financial information is a schedule of active project grants, which assists with tracking of TEDC grant commitments. The schedule is updated as project grants are added, and prior commitments are paid. As of March 31, 2024, the TEDC had outstanding commitments for Board Approved Grants of \$3,489,296.

The Quarterly Investment Report is also included, which lists the details of the TEDC's investment portfolio. As of June 30, 2024, TEDC's cash and cash equivalents totaled over \$26.2 million. Additionally, TEDC held securities with a total market value of \$3,199,089 as of June 30, 2024.

2:32 PM 08/07/24 Accrual Basis

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

_	Oct '23 - Jun 24	Budget	\$ Over Budget	% of Budge	t
Ordinary Income/Expense					
Income					
Lease Revenue - FBC	22,500.00		22,500.00		100.0%
Lease Revenue - S Live Oak	220,320.39		220,320.39		100.0%
Sales Tax	4,376,657.84	5,000,000.00	-623,342.16		87.5%
Interest	940,512.89	850,000.00	90,512.89		110.6%
Total Income	5,559,991.12	5,850,000.00	-290,008.88		95.0%
Gross Profit	5,559,991.12	5,850,000.00	-290,008.88		95.0%
Expense					
Administrative Expenditures					
Salaries and Benefits					
Salary-Executive Director	127,413.56	178,360.00	-50,946.44	71.4%	
Salary- Assistant Director	98,754.93	137,290.00	-38,535.07	71.9%	
Salary-Coordinator	57,778.63	80,940.00	-23,161.37	71.4%	
Wages-Admin. Asst.	34,414.94	48,087.00	-13,672.06	71.6%	
Overtime	2,746.70	3,000.00	-253.30	91.6%	
Benefits-Executive Director	46,280.82	68,569.00	-22,288.18	67.5%	
Benefits- Assistant Director	40,480.86	59,395.00	-18,914.14	68.2%	
Benefits-Coordinator	18,858.83	27,316.00	-8,457.17	69.0%	
Benefits-Admin. Asst.	20,455.79	29,528.00	-9,072.21	69.3%	
Total Salaries and Benefits	447,185.06	632,485.00	-185,299.94	70.	7%
Other Personnel Expenditures					
Auto Allowance-Exec.Director	8,100.00	10,800.00	-2,700.00	75.0%	
Auto Allowance-Assistant Dir	4,500.00	6,000.00	-1,500.00	75.0%	
Phone AllowExec. Dir.	675.00	900.00	-225.00	75.0%	
Phone Allowance- Assistant Dir	675.00	900.00	-225.00	75.0%	
Phone Allowance-Coordinator	675.00	900.00	-225.00	75.0%	
Dues and Subscriptions	10,591.27	13,100.00	-2,508.73	80.8%	
Local Travel Expense	332.83	500.00	-167.17	66.6%	
Seminar/Conference Registration	2,758.00	18,000.00	-15,242.00	15.3%	
Travel and Training	8,303.08	30,000.00	-21,696.92	27.7%	
Total Other Personnel Expenditures	36,610.18	81,100.00	-44,489.82	45.	1%
Service and Supply Expenditures					
Insurance	3,432.51	30,000.00	-26,567.49	11.4%	
Contract Administrative Service	18,750.00	25,000.00	-6,250.00	75.0%	
Bank Charges & Postage	93.51	3,500.00	-3,406.49	2.7%	
Computer Equip. and Maint.	5,459.97	10,000.00	-4,540.03	54.6%	
Communications Services	3,623.70	5,200.00	-1,576.30	69.7%	
Legal Fees	2,955.00	40,000.00	-37,045.00	7.4%	
Lease Expense-GTACC	20,927.14	26,500.00	-5,572.86	79.0%	
Office Supplies	2,345.55	10,000.00	-7,654.45	23.5%	
Total Service and Supply Expenditures	57,587.38	150,200.00	-92,612.62	38.	3%
Total Administrative Expenditures	541,382.62	863,785.00	-322,402.38		62.7%

2:32 PM 08/07/24 Accrual Basis

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

	Oct '23 - Jun 24	Budget	\$ Over Budget	% of Budget	
Indirect Economic Development					
Grow Tomball Initiative	7,500.00	20,000.00	-12,500.00	37.5%	
Economic Impact Model License	4.698.00	4.698.00	,	100.0%	
Promotional Items	728.22	10,000.00	-9.271.78	7.3%	
Printing	2.639.46	6.500.00	-3.860.54	40.6%	
Event Sponsorships	19,447.48	29,000.00	-9,552.52	67.1%	
Chamber Guide	,	8,400.00	-8,400.00		
Marketing	111,516.00	175,000.00	-63,484.00	63.7%	
Website and GIS	18,425.00	25,000.00	-6,575.00	73.7%	
Professional Services	192,133.03	750,000.00	-557,866.97	25.6%	
Miscellaneous	6,811.35	15,000.00	-8,188.65	45.4%	
Total Indirect Economic Development	363,898.54	1,043,598.00	-679,699.46		34.9%
City Debt Service					
Medical Complex/Persimmon	222,222.00	222,222.00		100.0%	
Business Park Infrastructure	490,156.25	546,013.00	-55,856.75	89.8%	
Total City Debt Service	712,378.25	768,235.00	-55,856.75		92.7%
Grants, Loans & Other Exp.					
Old Town Projects	815.00	1,500,000.00	-1,499,185.00	0.1%	
First Baptist Church Expenses	26,836.15		26,836.15	100.0%	
South Live Oak Redevelopment	52,828.16	5,000,000.00	-4,947,171.84	1.1%	
Old Town Facade Grants- Prior Y	47,552.98	100,000.00	-52,447.02	47.6%	
Old Town Facade Grants- Current		250,000.00	-250,000.00		
Businesss Park Expenses	16,468.26	350,000.00	-333,531.74	4.7%	
Sales Tax Reimb.Grants (380)	11,379.35	11,400.00	-20.65	99.8%	
Business Imp. Grants- Prior Yr.	106,336.40	250,000.00	-143,663.60	42.5%	
Business Imp. Grants- Curr. Yr.	105,973.06	350,000.00	-244,026.94	30.3%	
Project Grants	353,332.87	3,500,000.00	-3,146,667.13	10.1%	
Property Acquisition	343,636.60	3,000,000.00	-2,656,363.40	11.5%	
Total Grants, Loans & Other Exp.	1,065,158.83	14,311,400.00	-13,246,241.17		7.4%
Total Expense	2,682,818.24	16,987,018.00	-14,304,199.76		15.8%
Net Ordinary Income	2,877,172.88	-11,137,018.00	14,014,190.88		-25.8%
Net Income	2,877,172.88	-11,137,018.00	14,014,190.88		-25.8%

11:19 AM 08/07/24 Accrual Basis

## Tomball Economic Development Corporation Profit & Loss Prev Year Comparison

	Oct '23 - Jun 24	Oct '22 - Jun 23	\$ Change	% Change	
Ordinary Income/Expense					
Income					
Lease Revenue - FBC	22,500.00	0.00	22,500.00		100.0%
Lease Revenue - S Live Oak	220,320.39	210,419.85	9,900.54		4.7%
Sales of Business Park Property	0.00	3,714,078.99	-3,714,078.99		-100.0%
Sales Tax	4,376,657.84	3,563,032.49	813,625.35		22.8%
Interest	940,512.89	726,029.32	214,483.57		29.5%
Total Income	5,559,991.12	8,213,560.65	-2,653,569.53		-32.3%
Gross Profit	5,559,991.12	8,213,560.65	-2,653,569.53		-32.3%
Expense					
Administrative Expenditures					
Salaries and Benefits					
Salary-Executive Director	127,413.56	118,461.73	8,951.83	7.6%	
Salary- Assistant Director	98,754.93	91,521.20	7,233.73	7.9%	
Salary-Coordinator	57,778.63	53,627.73	4,150.90	7.7%	
Wages-Admin. Asst.	34,414.94	31,443.59	2,971.35	9.5%	
Overtime	2,746.70	62.56	2,684.14	4,290.5%	
Benefits-Executive Director	46,280.82	44,457.19	1,823.63	4.1%	
Benefits- Assistant Director	40,480.86	40,139.15	341.71	0.9%	
Benefits-Coordinator	18,858.83	18,587.26	271.57	1.5%	
Benefits-Admin. Asst.	20,455.79	20,821.34	-365.55	-1.8%	
<b>Total Salaries and Benefits</b>	447,185.06	419,121.75	28,063.31	6.7%	ò
Other Personnel Expenditures					
Auto Allowance-Exec.Director	8,100.00	8,100.00	0.00	0.0%	
Auto Allowance-Assistant Dir	4,500.00	4,500.00	0.00	0.0%	
Phone AllowExec. Dir.	675.00	675.00	0.00	0.0%	
Phone Allowance- Assistant Dir	675.00	675.00	0.00	0.0%	
Phone Allowance-Coordinator	675.00	675.00	0.00	0.0%	
Dues and Subscriptions	10,591.27	7,189.26	3,402.01	47.3%	
Local Travel Expense	332.83	256.73	76.10	29.6%	
Seminar/Conference Registration	2,758.00	6,682.50	-3,924.50	-58.7%	
Travel and Training	8,303.08	6,457.48	1,845.60	28.6%	
<b>Total Other Personnel Expenditures</b>	36,610.18	35,210.97	1,399.21	4.0%	ò
Service and Supply Expenditures					
Insurance	3,432.51	1,782.50	1,650.01	92.6%	
Contract Administrative Service	18,750.00	18,750.00	0.00	0.0%	
Bank Charges & Postage	93.51	55.83	37.68	67.5%	
Computer Equip. and Maint.	5,459.97	4,461.19	998.78	22.4%	
Communications Services	3,623.70	3,376.89	246.81	7.3%	
Legal Fees	2,955.00	7,491.00	-4,536.00	-60.6%	
Lease Expense-GTACC	20,927.14	19,912.12	1,015.02	5.1%	
Office Supplies	2,345.55	4,840.41	-2,494.86	-51.5%	
Total Service and Supply Expenditures	57,587.38	60,669.94	-3,082.56	-5.1%	-
Total Administrative Expenditures	541,382.62	515,002.66	26,379.96		5.1%

11:19 AM 08/07/24 Accrual Basis

## Tomball Economic Development Corporation Profit & Loss Prev Year Comparison

	Oct '23 - Jun 24	Oct '22 - Jun 23	\$ Change	% Change		
Indirect Economic Development						
Grow Tomball Initiative	7,500.00	8,300.00	-800.00	-9.6%		
Economic Impact Model License	4,698.00	4.561.00	137.00	3.0%		
Promotional Items	728.22	1.640.05	-911.83	-55.6%		
Printing	2.639.46	4,120.25	-1.480.79	-35.9%		
Event Sponsorships	19,447.48	12,518.66	6,928.82	55.4%		
Area Street Maps	0.00	3,875.00	-3,875.00	-100.0%		
Marketing	111,516.00	80,541.00	30,975.00	38.5%		
Website and GIS	18,425.00	23,725.00	-5,300.00	-22.3%		
Professional Services	192,133.03	241,261.45	-9,300.00	-22.3% -20.4%		
Miscellaneous	6,811.35	4,886.46	1,924.89	-20.4% 39.4%		
Miscenaneous	0,011.33		1,924.09	39.4%		
Total Indirect Economic Development	363,898.54	385,428.87	-21,530.33	-5.6%		
City Debt Service						
Medical Complex/Persimmon	222,222.00	222,222.00	0.00	0.0%		
Business Park Infrastructure	490,156.25	479,306.25	10,850.00	2.3%		
Total City Debt Service	712,378.25	701,528.25	10,850.00	1.6%		
Grants, Loans & Other Exp.						
Old Town Projects	815.00	0.00	815.00	100.0%		
First Baptist Church Expenses	26,836.15	0.00	26,836.15	100.0%		
South Live Oak Redevelopment	52,828.16	63,025.63	-10,197.47	-16.2%		
Old Town Facade Grants- Prior Y	47,552.98	33,469.37	14,083.61	42.1%		
Businesss Park Expenses	16,468.26	66,573.26	-50,105.00	-75.3%		
Sales Tax Reimb.Grants (380)	11,379.35	70,129.55	-58,750.20	-83.8%		
Business Imp. Grants- Prior Yr.	106,336.40	199,382.17	-93,045.77	-46.7%		
Business Imp. Grants- Curr. Yr.	105,973.06	84,766.13	21,206.93	25.0%		
Project Grants	353,332.87	2,036,922.86	-1,683,589.99	-82.7%		
Property Acquisition	343,636.60	4,635,759.50	-4,292,122.90	-92.6%		
Total Grants, Loans & Other Exp.	1,065,158.83	7,190,028.47	-6,124,869.64	-85.2%		
Total Expense	2,682,818.24	8,791,988.25	-6,109,170.01	-69.5%		
Net Ordinary Income	2,877,172.88	-578,427.60	3,455,600.48	597.4%		
Other Income/Expense Other Income						
Other Income						
Unrealized Gains/Losses on Inv.	27,461.70	10,577.63	16,884.07	159.6%		
Other Income - Other	0.00	6,742.24	-6,742.24	-100.0%		
Total Other Income	27,461.70	17,319.87	10,141.83	58.6%		
Total Other Income	27,461.70	17,319.87	10,141.83	58.6%		
Net Other Income	27,461.70	17,319.87	10,141.83	58.6%		
Net Income	2,904,634.58	-561,107.73	3,465,742.31	617.7%		

11:16 AM 08/07/24 Accrual Basis

## **Tomball Economic Development Corporation Balance Sheet Prev Year Comparison**

As of June 30, 2024

	Jun 30, 24	Jun 30, 23	\$ Change	% Change
ASSETS				
Current Assets				
Checking/Savings				
Wells Fargo, checking	191,158.74	186,879.05	4,279.69	2.3%
TexasCLASS	1,075,693.16	1,018,220.17	57,472.99	5.6%
TexPool	21,688,533.12	17,977,594.28	3,710,938.84	20.6%
Total Checking/Savings	22,955,385.02	19,182,693.50	3,772,691.52	19.7%
Accounts Receivable				
Lease Receivable	712,316.00	833,221.00	-120,905.00	-14.5%
Accounts Receivable - Other	795,803.88	593,813.04	201,990.84	34.0%
Accounts Receivable	1,010,089.54	452,328.65	557,760.89	123.3%
Total Accounts Receivable	2,518,209.42	1,879,362.69	638,846.73	34.0%
Other Current Assets				
Lease Interest Receivable	2,417.00	2,638.00	-221.00	-8.49
Investment Securities	3,199,089.22	3,078,092.44	120,996.78	3.99
Total Other Current Assets	3,201,506.22	3,080,730.44	120,775.78	3.9%
Total Current Assets	28,675,100.66	24,142,786.63	4,532,314.03	18.8%
Fixed Assets				
Right-To-Use Lease - Accum Dep	-35,689.00	0.00	-35,689.00	-100.09
Right-To-Use Lease Bldgs/Impr	37,176.00	0.00	37,176.00	100.09
Buildings and Improvements				
Accumulated Depreciation	-842,228.25	-525,593.38	-316,634.87	-60.2%
Buildings and Improvements - Other	8,451,365.90	4,233,067.57	4,218,298.33	99.7%
Total Buildings and Improvements	7,609,137.65	3,707,474.19	3,901,663.46	105.2%
Land	3,605,455.52	3,573,659.34	31,796.18	0.9%
Total Fixed Assets	11,216,080.17	7,281,133.53	3,934,946.64	54.0%
Other Assets				
Property Reserves	500.00	0.00	500.00	100.09
Leasing Commissions	16,401.51	0.00	16,401.51	100.09
Total Other Assets	16,901.51	0.00	16,901.51	100.0%

11:16 AM 08/07/24 Accrual Basis

## **Tomball Economic Development Corporation Balance Sheet Prev Year Comparison**

As of June 30, 2024

	Jun 30, 24	Jun 30, 23	\$ Change	% Change
LIABILITIES & EQUITY Liabilities Current Liabilities				
Accounts Payable Accounts Payable	183,965.36	173,897.04	10,068.32	5.8%
Total Accounts Payable	183,965.36	173,897.04	10,068.32	5.8%
Other Current Liabilities Lease Liability Refundable Deposit	1,505.00 10,869.00	0.00 10,869.00	1,505.00 0.00	100.0% 0.0%
<b>Total Other Current Liabilities</b>	12,374.00	10,869.00	1,505.00	13.9%
Total Current Liabilities	196,339.36	184,766.04	11,573.32	6.3%
Long Term Liabilities Deferred Inflows - Leases	676,887.00	811,840.00	-134,953.00	-16.6%
Total Long Term Liabilities	676,887.00	811,840.00	-134,953.00	-16.6%
Total Liabilities	873,226.36	996,606.04	-123,379.68	-12.4%
Equity Fund Balance Board Approved Grants Fund Balance - Other	3,489,295.85 32,390,090.89	1,875,233.95 28,862,353.24	1,614,061.90 3,527,737.65	86.1% 12.2%
Total Fund Balance	35,879,386.74	30,737,587.19	5,141,799.55	16.79
Retained Earnings Net Income	250,834.66 2,904,634.58	250,834.66 -561,107.73	0.00 3,465,742.31	0.09 617.79
Total Equity	39,034,855.98	30,427,314.12	8,607,541.86	28.39
TOTAL LIABILITIES & EQUITY	39,908,082.34	31,423,920.16	8,484,162.18	27.0%

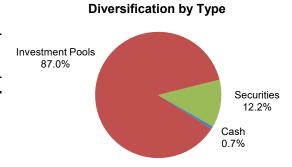
#### TOMBALL ECONOMIC DEVELOPMENT CORPORATION

## ACTIVE PROJECT GRANTS (BOARD APPROVED GRANTS) AS OF JUNE 30, 2024

	APPRO	OVED		ADDITIONS/DELETIONS		ı	PAID	REMAINING
GRANTEE	DATE	AMOUNT	EXPIRATION DATE	DATE	AMOUNT	DATE	AMOUNT	AMOUNT
Productive Falls Producers LLG	44/44/2047	50.035.00				4 /4 4 /2020	45.277.50	
Dancing Falls Development, LLC	11/14/2017	50,925.00				1/14/2020	15,277.50	
						3/5/2021	5,092.50	
						9/1/2021	12,731.25	
	-11					3/22/2022	5,092.50	12,731.25
ARC Management, LLC	5/15/2018	186,700.00				12/14/2022	105,646.82	81,053.18
Houston Poly Bag I, Ltd	5/28/2020	84,894.00	8/3/2024					84,894.00
The Hutson Group	1/12/2021	48,800.00	3/9/2023			2/28/2023	23,664.00	25,136.00
GK Hospitality Development, LLC	11/9/2021	105,100.00	7/16/2024					105,100.00
Project Hanks/Macy's Inc.	1/11/2022	580,864.00	3/20/2027					580,864.00
Persimmon Global Logistics	1/10/2023	16,920.00	3/11/2025			9/26/2023	12,470.00	4,450.00
Hufsmith-Kohrville Business Park, LLC	1/10/2023	122,722.00	9/11/2024					122,722.00
Church Holdings, Inc.	1/10/2023	426,639.00	9/11/2024					426,639.00
The Garza Agency	9/12/2023	10,000.00	11/11/2024					10,000.00
T & R Harmon, LLC DBA Craving Kernels	11/14/2023	8,820.00	1/18/2025					8,820.00
First Community Credit Union	11/14/2023	64,721.00	7/18/2025					64,721.00
IC Star Solar (USA), LLC	11/14/2023	522,000.00	1/18/2029					522,000.00
Headquarters TOO, LLC	11/14/2023	102,459.00	7/18/2025					102,459.00
LOMA Health & Wellness, PLLC	1/23/2024	8,880.00	3/19/2025					8,880.00
Della Casa Pasta LLC	1/23/2024	10,000.00	3/19/2025					10,000.00
Billiard Factory, Inc.	1/23/2024	95,909.00	3/19/2027			5/14/2024	64,738.58	31,170.42
City of Tomball - Alleyway Amenities	1/23/2024	1,188,834.00					,	1,188,834.00
Summer Youth Employment Program	1/23/2024	40,000.00						40,000.00
Sylvia's Wood Fire Pizza, LLC	3/5/2024	10,000.00	5/24/2025					10,000.00
WR Transformers, Inc.	3/5/2024	12,072.00	5/24/2026					12,072.00
Keep It Simple and Pink, LLC	5/14/2024	10,000.00	7/9/2025					10,000.00
TCG Capital, LLC	5/14/2024	26,750.00	1/9/2026					26,750.00
	-,,	=3,700.00	-, 0, -0-0					=3,700.00
Total		\$ 3,734,009.00			\$ -		\$ 237,669.85	\$ 3,489,295.85

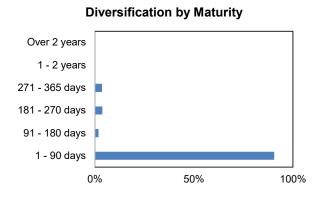
## TOMBALL ECONOMIC DEVELOPMENT CORPORATION QUARTERLY INVESTMENT REPORT June 30, 2024

**Market Value** 3/31/2024 6/30/2024 Change Cash \$ 187,864 191,159 3,295 **Investment Pools** 21,153,635 22,764,226 1,610,591 3,683,913 Securities 3,199,089 (484,824)25,025,412 26,154,474 1,129,062 Total Portfolio \$



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

		Current	Percent
	M	arket Value	Portfolio
1 - 90 days	\$	23,705,100	91%
91 - 180 days		497,138	2%
181 - 270 days		989,694	4%
271 - 365 days		962,543	4%
1 - 2 years		-	0%
Over 2 years		-	0%
Total Portfolio	\$	26,154,474	•



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

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

Jessica Rogers
Assistant City Manager

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## TOMBALL ECONOMIC DEVELOPMENT CORPORATION INVESTMENTS IN SECURITIES 6/30/2024

SECURITY DESCRIPTION	CUSIP NUMBER	MATURITY DATE	COUPON YIELD	PAR VALUE		MARKET VALUE	DAYS AFTER 06/30/24	INDIVIDUAL MARKET VALUE/TOTAL	WAM DAYS x PERCENT	Callable
		1			1			1		
Royse City Tx Cert of Obl	780860MK5	8/15/2024	5.000%	\$ 250,000	\$	250,368	46	7.83%	4	N
Pederal Home Loan Bank	3130AYEE2	9/9/2024	5.000%	\$ 500,000	\$	499,346	71	15.61%	11	N
Texas State TXBL- Pub Fin Auth	882724GV3	10/1/2024	3.225%	\$ 500,000	\$	497,138	93	15.54%	14	N
Texas St TXBL-Public Finance Auth Lease	882669CP7	2/1/2025	2.000%	\$ 500,000	\$	490,296	216	15.33%	33	N
Federal Home Loan Bank	3130AYZA7	2/14/2025	5.210%	\$ 500,000	\$	499,398	229	15.61%	36	Υ
Federal Home Loan Bank	3130AMTK8	6/30/2025	1.000%	\$ 1,000,000	\$	962,543	365	30.09%	110	Υ
		TOTAL	3.573%	\$ 3,250,000	\$	3,199,089	170	100.00%	208	•

## TOMBALL ECONOMIC DEVELOPMENT CORPORATION CASH AND CASH EQUIVALENTS

June 30, 2024

FUNDS	FUNDS CA			SH AND CASH EQUIVALENTS				INV	ESTMENTS			
MAJOR FUNDS	TE	XAS CLASS		TEXPOOL		PERATING CCOUNTS	,	OTAL CASH AND CASH QUIVALENTS	IN	TOTAL VESTMENTS	EQU	AL CASH, CASH IIVALENTS AND IVESTMENTS
General	\$	1,075,693	\$	21,688,533	\$	191,159	\$	22,955,385	\$	3,199,089	\$	26,154,474
TOTAL	\$	1,075,693	\$	21,688,533	\$	191,159	\$	22,955,385	\$	3,199,089	\$	26,154,474

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

Parrot Properties	\$10,262.50	Façade	\$5,131.25	4/17/2024	6/25/2024	\$5,131.25	\$158,609.95
Parrot Properties	\$1,623.75	Landscaping	\$811.87	4/17/2024	6/25/2024	\$811.87	\$157,798.08
Texas Star Gymnastics	\$6,842.08	Property	\$3,421.04	4/25/2024			\$154,377.04
Keep It Simple & Pink, LLC	\$1,633.03	Signage	\$816.52	5/15/2024	6/18/2024	\$816.52	\$153,560.52
Keep It Simple & Pink, LLC	\$10,825.00	Landscaping	\$5,412.50	5/23/2024			\$148,148.02
KJ FIVE, LLC	\$13,000.00	Property	\$6,500.00	5/29/2024	6/25/2024	\$6,035.00	\$141,648.02
GREVIS Properties, LLC	\$17,049.38	Signage	\$2,500.00	5/31/2024			\$139,148.02
Victory Pie Company, LLC	\$9,500.00	Façade	\$4,750.00	7/2/2024			\$134,398.02
Victory Pie Company, LLC	\$650.00	Signage	\$325.00	7/2/2024			\$134,073.02
Red Grip, LLC	\$44,000.00	Property	\$10,000.00	8/9/2024			\$124,073.02
The Hutson Group - 108 S Poplar	\$6,000.00	Property	\$3,000.00	8/9/2024			\$121,073.02
The Hutson Group - 108 S Pine	\$8,800.00	Property	\$4,400.00	8/9/2024			\$116,673.02
The Hutson Group - 108 S Pine	\$1,500.00	Landscaping	\$750.00	8/9/2024			\$115,923.02
Aloha Nails and Spa	\$10,200.00	Property	\$5,100.00	8/9/2024			\$110,823.02
Aloha Nails and Spa	\$9,185.01	Landscaping	\$4,592.50	8/9/2024			\$106,230.52
	\$708,343.52		\$243,769.48				

Item 6.

## Old Town Façade Improvement Grant Program

Fiscal 2023-2024

**Project Amount** 

Score

**TEDC Grant** 

Date Approved

Date Funded Amount Funded

\$250,000.00

# Regular Tomball EDC

Signed

Staff Member-TEDC

Agenda Item Data Sheet									
	Meeting Date:	August 13, 2024							
Topic:									
Consideration and possible action by Tomball EDC to approve LLC., for a one-year extension of time in order to complete commercial building and gasoline facility located near the Highway 249, Tomball, Texas 77375.	the construction of	of a 6,580 square-foot							
Background: At its November 9, 2021 Special Joint Tomball EDC and Tomb Board of Directors approved an agreement with GK Hospital Corporation, for construction of a 6,580 square-foot commerce near the northwest corner of FM 2920 and State Highway 24 grant amount was not to exceed \$105,100.00 based upon 20% of	lity. to expend funcial building and ga 9, Tomball, Texas	ds, as a Project of the asoline facility located 77375. The approved							
	The effective date of the original agreement was January 16, 2022, which was sixty (60) days after the first published notice of the Project, with an expiration date of July 16, 2023.								
Ali Khan, Principal, GK Hospitality Development, LLC. was a his project at the August 08, 2023 TEDC Board Meeting. Mr. I project had been delayed due to accessibility requirements to the a curb-cut from TxDot.	Khan indicated that	the construction of the							
Mr. Khan has submitted a request for an additional one-year excomplete his project as he continues to navigate through the same	-	_							
The new requested expiration date is July 16, 2025.									
Origination: Ali Khan, Principal, GK Hospitality Developme	ent, LLC								
Recommendation: Staff recommends approval of the one-year	r time extension rec	juest.							
Party(ies) responsible for placing this item on agenda:	Kelly Violette								
<b>FUNDING</b> (IF APPLICABLE)  Are funds specifically designated in the current budget for the full an	mount required for thi	s purpose?							
Yes: X No: If yes, specify	Account Number: #	Project Grants							
If no, funds will be transferred from account #	To account #								

Approved by

Date

Executive Director-TEDC

Date

## GK Hospitality Development, LLC



4606 FM 1960 W. Suite 640 Houston, Texas 77069

Dated: July 25, 2024

Tiffani Wooten

**Assistant Director Tomball EDC** 

&

The Respected members of the

**Board of Directors of Tomball Economic Development Corporation** 

Re: Request for Extension of Infrastructure Grant Approved by Tomball EDC

Dear All,

We are requesting that the infrastructure grant allotted to GK Hospitality Development LLC to develop a 6580 Sq. Ft. Commercial Building consisting of a Chevron Gasoline Station, Deli and Convenience Store with rental spaces located at the corner of Hwy 249 feeder and FM 2920 be extended for a period of another 12 months.

We had applied to the Txdot authorities for curb cut accessibility to the project development site in May of 2023. We submitted all that the Txdot authorities required us to submit at various times, but still as of the date of this letter we have yet to receive formal approval for the curb-cut access to our Chevron Development Project location off Hwy 249 feeder @ FM 2920. As Developers we have cleared the site and have all that is necessary to break ground (i.e., start project construction). In lieu of the above factors we are making request for such extension.

We have taken the liberty and is requesting that Ms. Tiffani Wooten, Assistant Director of TEDC present our intention for extension of TEDC grant money to the Board of Directors of Tomball EDC.

Thank you.

Y. Ali Khan
Principal
GK Hospitality Development LLC
713-703-4649



#### 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 **GK Hospitality Development LLC.** (the "Company"), 4606 FM 1960 W. Suite 640, Houston, TX 77069.

#### WITNESSETH:

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

WHEREAS, the Company proposes to develop a .75-acre tract of land within the City, generally located near the northwest corner or FM 2920 and State Highway 249, Tomball, Texas 77375 (the "Property"), more particularly described in Exhibit "A," attached hereto and made a part hereof; and

WHEREAS, such development shall include the construction of a 6,580 square foot commercial building and gasoline facility with an estimated capital investment of Three Million Dollars (\$3,000,000) on the site, more particularly described in Exhibit "B," attached hereto and made a part hereof; and

WHEREAS, the Company also proposes to create nineteen (19) new full-time employment positions in Tomball within the first two years in conjunction with the opening of its business operations on the Property; and

WHEREAS, the TEDC agrees to provide to the Company the sum of One Hundred and Five Thousand One Hundred Dollars (\$105,100.00), or an amount equal to up to twenty percent (20%) of the actual construction costs if less than the sum stated above, to assist in the construction of infrastructure necessary to promote and develop new business enterprises on the Property. The infrastructure found by the Board of Directors of TEDC to be required to develop the Property are certain drainage facilities and related improvements, site improvements, water, sanitary sewer, gas, and electric utilities to the exterior of the buildings (the "Infrastructure Improvements"), identified and described in Exhibit "C," attached hereto and made a part hereof; and

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

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

1.

The Company covenants and agrees that it will construct and maintain on the Property a 6,580 square-foot commercial building and gasoline facility (the "Improvements") identified and described in Exhibit "B," attached hereto and made a part hereof. In conjunction with the development of the Property, the Company further agrees to construct the Improvements contemplated by this Agreement, in accordance with the requirements of the ordinances of the

In consideration of the Company's representations, promises, and covenants, TEDC agrees to reimburse the Company for the actual cost of the Infrastructure Improvements up to the amount of One Hundred and Five Thousand One Hundred Dollars (\$105,000.00), or an amount equal to twenty percent (20%) of actual construction costs if less than the sum stated above upon completion of construction and occupancy of each commercial space. The TEDC agrees to reimburse the Company for such amount within thirty (30) days of receipt of a letter from the Company requesting such payment and including: (a) certification of the cost of constructing the Infrastructure Improvements; (b) a copy of the City's occupancy permit for the improvements to the Property; (c) certification that the Infrastructure Improvements have been constructed in accordance with the approved plans and specifications; (d) an affidavit stating that all contractors and subcontractors providing work and/or materials in the construction of the Improvements have been paid and any and all liens and claims regarding such work have been released; and (e) Proof of payment to all vendors, contractors and subcontractors providing work and/or materials in the construction of the Improvements, proof of payment must include copies of canceled checks and/or credit card receipts and copies of paid invoices from all vendors, contractors and subcontractors.

6.

It is understood and agreed by the parties that, in the event of a default by the Company on any of its obligations under this Agreement, the Company shall reimburse the TEDC the full amount paid to the Company by the TEDC, with interest at the rate equal to the 90-day Treasury Bill plus one-half percent (½%) per annum, within thirty (30) days after the TEDC notifies the

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

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

7.

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

8

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

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

If to City:

Tomball Economic Development Corporation

401 W. Market Street Tomball, Texas 77375

Attn: President, Board of Directors

If to Company:

GK Hospitality Development, LLC

4606 FM 1960 W. Suite 640

Houston, Texas 77069

Attn: Ali Khan,

Principal, GK Hospitality Development, LLC

9.

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

10.

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

11.

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

12.

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

13.

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

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the parties on this \( \lambda \frac{10^{10}}{10} \) day of \( \lambda \lambd

GK Hospitality Development, LLC.

Name: Ali Khan

Title: Principal

ATTEST:

# TOMBALL ECONOMIC DEVELOPMENT CORPORATION

Title: President, Board of Directors

ATTEST:

By: \_ Name: \_

Title: Secretary, Board of Directors

#### ACKNOWLEDGMENT

THE STATE OF TEXAS §

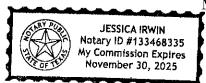
COUNTY OF HARRIS §

This instrument was acknowledged before me on the day of Tank 2022, by Ali Khan, Principle, GK Hospitality Development, LLC. for and on behalf of said company.

Notary Public in and for the State of Texas

My Commission Expires: 11202

(SEAL)



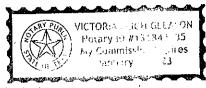
#### **ACKNOWLEDGMENT**

THE STATE OF TEXAS §

8

COUNTY OF HARRIS

This instrument was acknowledged before me on the Mh day of NWMW 2021, by MMM President of the Board of Directors of the Tomball Economic Development Corporation, for and on behalf of said Corporation.



(SEAL)

Notary Public in and for the State of Texas

My Commission Expires: 01/04/2013

# Exhibit A Legal Description of Property

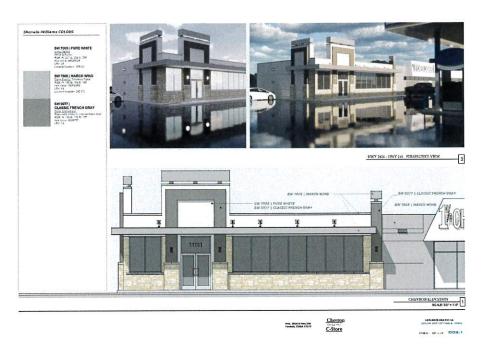
0.75 ACRE TRACT 3D, ABST 34 J House and RES F Block 1 Tomball Center R/P

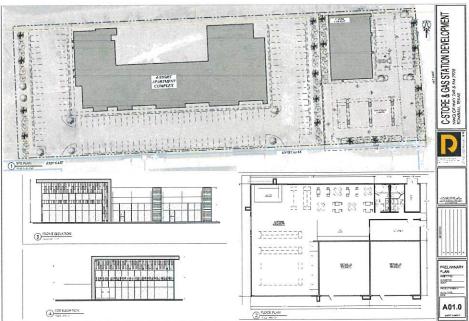


#### Exhibit B

### **Description of Improvements**

Construction of a 6,580 square foot commercial building near the Northwest Corner of FM 2920 and SH 249, Tomball, TX 7737.





### Exhibit C

## **Description of Infrastructure Improvements**

Tomball Chevron Center Development:	
NE Corner of FM 2920 and Hwy 249	
Eligible infrastructure	
National and a second companion of the control of t	
Soil Density Testing	\$ 5,500
Site Survey/Topography	\$ 7,500
Clear, Cut/Fill to Grade & Stabilization	\$ 77,500
Water Line Infrastructure	\$ 28,000
Gas Line Infrastructure	\$ 22,000
Wastewater infrastructure	\$ 107,500
Storm Sewer/Water drainage infrastructure	\$ 79,000
Infrastructure work for underground Storage Tanks	\$ 27,500
Telecommunication / Conduit Infrastructure	\$ 18,000
Underground communication & electrical wiring to storage tanks	\$ 16,000
Electrical Power Distribution Infrastructure	\$ 65,000
Architectural, Drawings and Design	\$ 44,000
Engineering and project management	\$ 28,000
international strategies in the confidence of the contraction of the c	
Total	\$ 525,500

## Regular Tomball EDC Agenda Item Data Sheet

**Meeting Date:** August 13, 2024

#### **Topic:**

Consideration and possible action by Tomball EDC, to approve, as a Project of the Corporation, an agreement with RSC Riverside Construction LLC to make direct incentives to, or expenditures for, assistance with infrastructure costs to be required or suitable for the promotion of new or expanded business development related to the development and construction of a multibuilding office/warehouse park to be located at 0 Holderrieth Road, Tomball, Texas 77375. The estimated amount of expenditures for such Project is \$101,870.00.

• Public Hearing

#### **Background:**

The Tomball Economic Development Corporation has received a request from Christian Goedde, Chief Executive Officer of RSC Riverside Construction LLC for assistance with infrastructure costs related to the development of a proposed multibuilding office/warehouse park.

RSC Riverside Construction LLC proposes to develop approximately 12.114 acres located at 0 Holderrieth Road, Tomball, Texas 77375. The development will consist of fifteen pre-engineered metal office/warehouse buildings ranging in size from 9,600 square feet to 15,000 square feet. The estimated capital investment for the project is over \$16 million.

The eligible infrastructure improvements include water, sanitary sewer, storm drainage, electric utilities and related site improvements totaling approximately \$2,037,406.00.

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

An economic impact analysis is included with the agreement to show the impact of this project on Tomball's economy. Per the analysis, the 5-year net benefit of this project on Tomball's economy is \$334,767.00.

If the agreement between the TEDC and RSC Riverside Construction LLC is approved as a Project of the Corporation, the grant funding amount will not exceed \$101,870.00, based on 5% of the actual expenditures for the eligible infrastructure improvements.

Origination: Christian Goedde, Chief Executive Officer, RSC Riverside Construction LLC

**Recommendation:** Staff recommends approval of the proposed Performance Agreement with RSC Riverside Construction LLC.

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

		G (IF APPLICABLE)  pecifically designated in t	he current bud	get for the full an	nount required for this purpose?	
Yes:	X	No:		If yes, specify	Account Number: # Project Gra	ants
If no,	funds	will be transferred from a	account #		To account #	
Signe	d			Approved by		
	S	taff Member-TFDC	Date		Executive Director-TFDC	Date



June 2024

Dear TEDC Board of Directors,

On behalf of RSC Riverside Construction, we respectfully submit this request for grant funding from the TEDC for the completion of the 168,000 square foot Holderrieth Business Park.

RSC Riverside Construction is a Veteran owned company. Brothers and co-owners, Christian and Aaron Goedde grew up in the Tomball area before both serving in the United States Military. Riverside was founded in 2005, and we have been serving the greater Houston area for 19 years, doing new construction and development. During this time, we have become proud partners with United Airlines for the last 14 years performing over 2000 projects at George Bush Intercontinental Airport.

RSC's business model involves developing, building and managing properties with long-term ownership. That's why it is important to us to have above average amenities, construction methods and materials, with rents that agree with up-to-date market rates. This results in the history of zero (0) availability at our existing properties.

Our mission in developing the Holderrieth business park is to cater to diverse, small businesses who are looking for a fresh, modern building where they can continue to grow their businesses. Uniquely, each tenant will be able to sign a one-year renewable lease, as we want small and growing businesses to let go of the fear of signing a multiple-year lease and focus on their goals as a business. At full capacity, there is potential for 71 different companies to reside at this property, with an average of 3.5 employees per lease space totaling a potential 248 new jobs to the Tomball market.

The Holderrieth Business Park will consist of fifteen (15) separate pre-engineered metal buildings. The property was designed to have lease spaces in increments of 2,400 sf, abondance of parking and ample green space. This project will help expand the footprint of the City of Tomball both economically and geographically.

The construction phase of this project is expected to begin in mid-July and is scheduled to be complete in about 14 months.

We are asking for grant funding on this project, including infrastructure, landscaping, and development services. Our current estimated budget is attached:

If you have any questions about the Holderrieth Business Park, please contact us at <a href="mailto:christian@rscriverside.com">christian@rscriverside.com</a>. We want to thank you for this opportunity and for your consideration.

Sincerely,

Christian L. Goedde

#### Holderrieth

		168,000
Soft Cost		Budget
	Civil	\$58,080
	Architect & MEP's	\$43,000
	Environmental	\$0
	Geo Tech	\$18,150
	Surveys	\$30,250
	3rd Party Testing	\$40,000
	Legal Development Overhead	\$10,000 \$40,000
	Permit Fee's	\$35,000
	IMPACT FEE	\$175,000
	_	\$274,480
Site Development		
	General Conditions	\$42,000
	Security/Camera/Fencing	\$26,000
	SWPPP	\$12,100
	Clearing Red Sites	\$48,400 \$544,500
	Grading, Pad Sites Fill Dirt (Yards)	\$300,006
	Turn Lane	\$135,000
	Down Spout Connections	\$70,200
	Water, Fire Hydrant (6)	\$250,000
	Sanitary Sewer	\$193,600
	Storm Sewer	\$338,800
	Flat Work/Concrete	\$1,380,000
	Bollards	\$63,750
	CenterPoint	\$350,000
	Signs	\$40,000
	Landscaping and Irrigation	\$108,900
	ı	\$3,903,256
Building Construction		
Building Construction Shell Building	General Conditions	\$42,000
	General Conditions Concrete Slab	\$42,000 \$1,512,000
	Concrete Slab Steel Steel Erection	\$1,512,000 \$1,495,200 \$504,000
	Concrete Slab Steel Steel Erection Awning	\$1,512,000 \$1,495,200 \$504,000 \$71,500
	Concrete Slab Steel Steel Erection Awning Translucent Panels/ Eave Light	\$1,512,000 \$1,495,200 \$504,000 \$71,500 \$67,500
	Concrete Slab Steel Steel Erection Awning Translucent Panels/ Eave Light Insulation	\$1,512,000 \$1,495,200 \$504,000 \$71,500 \$67,500 \$294,000
	Concrete Slab Steel Steel Erection Awning Translucent Panels/ Eave Light Insulation Front Doors With Glass	\$1,512,000 \$1,495,200 \$504,000 \$71,500 \$67,500 \$294,000 \$92,000
	Concrete Slab Steel Steel Erection Awning Translucent Panels/ Eave Light Insulation	\$1,512,000 \$1,495,200 \$504,000 \$71,500 \$67,500 \$294,000 \$92,000 \$126,000
	Concrete Slab Steel Steel Erection Awning Translucent Panels/ Eave Light Insulation Front Doors With Glass Concrete Sealant Overhead Door	\$1,512,000 \$1,495,200 \$504,000 \$71,500 \$67,500 \$294,000 \$92,000
	Concrete Slab Steel Steel Erection Awning Translucent Panels/ Eave Light Insulation Front Doors With Glass Concrete Sealant	\$1,512,000 \$1,495,200 \$504,000 \$71,500 \$67,500 \$294,000 \$92,000 \$126,000 \$178,750
	Concrete Slab Steel Steel Erection Awning Translucent Panels/ Eave Light Insulation Front Doors With Glass Concrete Sealant Overhead Door Front BLD Glass and Glazing	\$1,512,000 \$1,495,200 \$504,000 \$71,500 \$67,500 \$294,000 \$92,000 \$126,000 \$178,750 40000
	Concrete Slab Steel Steel Erection Awning Translucent Panels/ Eave Light Insulation Front Doors With Glass Concrete Sealant Overhead Door Front BLD Glass and Glazing Glass Back Buildings	\$1,512,000 \$1,495,200 \$504,000 \$71,500 \$67,500 \$294,000 \$92,000 \$126,000 \$178,750 40000 \$122,000
	Concrete Slab Steel Steel Erection Awning Translucent Panels/ Eave Light Insulation Front Doors With Glass Concrete Sealant Overhead Door Front BLD Glass and Glazing Glass Back Buildings Electrical	\$1,512,000 \$1,495,200 \$504,000 \$71,500 \$67,500 \$294,000 \$126,000 \$178,750 40000 \$122,000 \$135,000 \$0 \$165,000
Shell Building	Concrete Slab Steel Steel Erection Awning Translucent Panels/ Eave Light Insulation Front Doors With Glass Concrete Sealant Overhead Door Front BLD Glass and Glazing Glass Back Buildings Electrical CenterPoint	\$1,512,000 \$1,495,200 \$504,000 \$71,500 \$67,500 \$294,000 \$126,000 \$178,750 40000 \$122,000 \$135,000 \$0
	Concrete Slab Steel Steel Erection Awning Translucent Panels/ Eave Light Insulation Front Doors With Glass Concrete Sealant Overhead Door Front BLD Glass and Glazing Glass Back Buildings Electrical CenterPoint	\$1,512,000 \$1,495,200 \$504,000 \$71,500 \$67,500 \$294,000 \$126,000 \$178,750 40000 \$122,000 \$135,000 \$0 \$165,000
Shell Building	Concrete Slab Steel Steel Erection Awning Translucent Panels/ Eave Light Insulation Front Doors With Glass Concrete Sealant Overhead Door Front BLD Glass and Glazing Glass Back Buildings Electrical CenterPoint	\$1,512,000 \$1,495,200 \$504,000 \$71,500 \$67,500 \$294,000 \$126,000 \$178,750 40000 \$122,000 \$135,000 \$0 \$165,000
Shell Building  Interior Build Out	Concrete Slab Steel Steel Erection Awning Translucent Panels/ Eave Light Insulation Front Doors With Glass Concrete Sealant Overhead Door Front BLD Glass and Glazing Glass Back Buildings Electrical CenterPoint Plumbing	\$1,512,000 \$1,495,200 \$504,000 \$71,500 \$67,500 \$294,000 \$126,000 \$178,750 40000 \$122,000 \$135,000 \$0 \$165,000
Shell Building  Interior Build Out	Concrete Slab Steel Steel Erection Awning Translucent Panels/ Eave Light Insulation Front Doors With Glass Concrete Sealant Overhead Door Front BLD Glass and Glazing Glass Back Buildings Electrical CenterPoint Plumbing Millwork	\$1,512,000 \$1,495,200 \$504,000 \$71,500 \$67,500 \$294,000 \$126,000 \$178,750 40000 \$122,000 \$135,000 \$0 \$165,000 \$4,844,950
Shell Building  Interior Build Out	Concrete Slab Steel Steel Erection Awning Translucent Panels/ Eave Light Insulation Front Doors With Glass Concrete Sealant Overhead Door Front BLD Glass and Glazing Glass Back Buildings Electrical CenterPoint Plumbing  Millwork Interior Doors	\$1,512,000 \$1,495,200 \$504,000 \$71,500 \$67,500 \$294,000 \$126,000 \$178,750 40000 \$122,000 \$135,000 \$0 \$165,000 \$4,844,950
Shell Building  Interior Build Out	Concrete Slab Steel Steel Erection Awning Translucent Panels/ Eave Light Insulation Front Doors With Glass Concrete Sealant Overhead Door Front BLD Glass and Glazing Glass Back Buildings Electrical CenterPoint Plumbing  Millwork Interior Doors Frame & Drywall	\$1,512,000 \$1,495,200 \$504,000 \$71,500 \$67,500 \$294,000 \$126,000 \$178,750 40000 \$135,000 \$0 \$165,000 \$4,844,950 \$49,400 \$1,352,000
Shell Building  Interior Build Out	Concrete Slab Steel Steel Steel Erection Awning Translucent Panels/ Eave Light Insulation Front Doors With Glass Concrete Sealant Overhead Door Front BLD Glass and Glazing Glass Back Buildings Electrical CenterPoint Plumbing  Millwork Interior Doors Frame & Drywall Ceilings Paint Bathroom Trim Out	\$1,512,000 \$1,495,200 \$504,000 \$71,500 \$67,500 \$294,000 \$126,000 \$178,750 40000 \$135,000 \$0 \$165,000 \$4,844,950 \$156,000 \$1,352,000 \$62,400 \$78,000 \$18,500
Shell Building  Interior Build Out	Concrete Slab Steel Steel Steel Erection Awning Translucent Panels/ Eave Light Insulation Front Doors With Glass Concrete Sealant Overhead Door Front BLD Glass and Glazing Glass Back Buildings Electrical CenterPoint Plumbing  Millwork Interior Doors Frame & Drywall Ceilings Paint Bathroom Trim Out Fire Extinguisher	\$1,512,000 \$1,495,200 \$504,000 \$71,500 \$67,500 \$294,000 \$126,000 \$178,750 40000 \$135,000 \$0 \$165,000 \$4,844,950 \$49,400 \$1,352,000 \$62,400 \$78,000 \$18,500 \$13,000
Shell Building  Interior Build Out	Concrete Slab Steel Steel Erection Awning Translucent Panels/ Eave Light Insulation Front Doors With Glass Concrete Sealant Overhead Door Front BLD Glass and Glazing Glass Back Buildings Electrical CenterPoint Plumbing  Millwork Interior Doors Frame & Drywall Ceilings Paint Bathroom Trim Out Fire Extinguisher Fire Alarm	\$1,512,000 \$1,495,200 \$504,000 \$71,500 \$67,500 \$294,000 \$126,000 \$178,750 40000 \$135,000 \$0 \$165,000 \$4,844,950 \$49,400 \$1,352,000 \$62,400 \$78,000 \$13,000 \$0 \$13,000 \$13,000 \$0
Shell Building  Interior Build Out	Concrete Slab Steel Steel Erection Awning Translucent Panels/ Eave Light Insulation Front Doors With Glass Concrete Sealant Overhead Door Front BLD Glass and Glazing Glass Back Buildings Electrical CenterPoint Plumbing  Millwork Interior Doors Frame & Drywall Ceilings Paint Bathroom Trim Out Fire Extinguisher Fire Alarm HVAC/Install/Trimount	\$1,512,000 \$1,495,200 \$504,000 \$71,500 \$67,500 \$294,000 \$126,000 \$178,750 40000 \$135,000 \$0 \$165,000 \$4,844,950 \$49,400 \$1,352,000 \$62,400 \$78,000 \$13,000 \$0 \$13,000 \$13,000 \$0 \$13,000 \$0 \$13,000 \$0 \$13,000 \$0 \$13,000 \$0 \$0
Shell Building  Interior Build Out	Concrete Slab Steel Steel Erection Awning Translucent Panels/ Eave Light Insulation Front Doors With Glass Concrete Sealant Overhead Door Front BLD Glass and Glazing Glass Back Buildings Electrical CenterPoint Plumbing  Millwork Interior Doors Frame & Drywall Ceilings Paint Bathroom Trim Out Fire Extinguisher Fire Alarm HVAC/Install/Trimount Electrical	\$1,512,000 \$1,495,200 \$504,000 \$71,500 \$67,500 \$294,000 \$126,000 \$178,750 40000 \$135,000 \$0 \$165,000 \$4,844,950 \$49,400 \$1,352,000 \$62,400 \$78,000 \$13,000 \$13,000 \$13,000 \$13,000 \$14,44,000
Shell Building  Interior Build Out	Concrete Slab Steel Steel Erection Awning Translucent Panels/ Eave Light Insulation Front Doors With Glass Concrete Sealant Overhead Door Front BLD Glass and Glazing Glass Back Buildings Electrical CenterPoint Plumbing  Millwork Interior Doors Frame & Drywall Ceilings Paint Bathroom Trim Out Fire Extinguisher Fire Alarm HVAC/Install/Trimount	\$1,512,000 \$1,495,200 \$504,000 \$71,500 \$67,500 \$294,000 \$126,000 \$178,750 40000 \$135,000 \$0 \$165,000 \$4,844,950 \$49,400 \$1,352,000 \$62,400 \$78,000 \$13,000 \$0 \$1,444,000 \$1,444,000 \$520,000
Shell Building  Interior Build Out	Concrete Slab Steel Steel Erection Awning Translucent Panels/ Eave Light Insulation Front Doors With Glass Concrete Sealant Overhead Door Front BLD Glass and Glazing Glass Back Buildings Electrical CenterPoint Plumbing  Millwork Interior Doors Frame & Drywall Ceilings Paint Bathroom Trim Out Fire Extinguisher Fire Alarm HVAC/Install/Trimount Electrical	\$1,512,000 \$1,495,200 \$504,000 \$71,500 \$67,500 \$294,000 \$126,000 \$178,750 40000 \$135,000 \$0 \$165,000 \$4,844,950 \$49,400 \$1,352,000 \$62,400 \$78,000 \$13,000 \$13,000 \$13,000 \$13,000 \$14,44,000



### RSC Riverside Construction - Impact Report

#### Scenario 1 with Client Data

Prepared By: Tomball EDC

#### **Purpose & Limitations**

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

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

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

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

#### Introduction

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

#### **Economic Impact Overview**

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

SUMMARY OF ECONOMIC IMPACT OVE	ER 10 YEARS IN CITY (	OF TOMBALL	
IMPACT	DIRECT	SPIN-OFF	TOTAL
Jobs	260.0	0	260.0
Annual Salaries/Wages at Full Ops (Yr 2)	\$14,239,914	\$0	\$14,239,914
Salaries/Wages over 10 Years	\$146.31M	\$0	\$146.31M
Taxable Sales/Purchases in City of Tomball	\$5,672,687	\$0	\$5,672,687

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	
ІМРАСТ	DIRECT	SPIN-OFF	TOTAL
Workers who will move to City of Tomball	7.0	0	7.0
New residents in City of Tomball	18.3	0	18.3
New residential properties constructed in City of Tomball	1.1	0	1.1
New students to attend local school district	3.5	0	3.5

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 TAXA	ABLE PROPERTY OVE	R THE FIRST 10 YEA	ARS IN CITY OF TO	MBALL	
YR.	NEW RESIDENTIAL PROPERTY	LAND	BUILDINGS	FF&E	INVENTORIES	NON- RESIDENTIAL PROPERTY	TOTAL PROPERTY
1	\$130,615	\$1,700,000	\$15,000,000	\$0	\$0	\$16,700,000	\$16,830,615
2	\$251,008	\$1,734,000	\$15,300,000	\$0	\$0	\$17,034,000	\$17,285,008
3	\$256,028	\$1,768,680	\$15,606,000	\$0	\$0	\$17,374,680	\$17,630,708
4	\$261,149	\$1,804,054	\$15,918,120	\$0	\$0	\$17,722,174	\$17,983,322
5	\$266,372	\$1,840,135	\$16,236,482	\$0	\$0	\$18,076,617	\$18,342,989
6	\$271,699	\$1,876,937	\$16,561,212	\$0	\$0	\$18,438,149	\$18,709,848
7	\$277,133	\$1,914,476	\$16,892,436	\$0	\$0	\$18,806,912	\$19,084,045
8	\$282,676	\$1,952,766	\$17,230,285	\$0	\$0	\$19,183,051	\$19,465,726
9	\$288,329	\$1,991,821	\$17,574,891	\$0	\$0	\$19,566,712	\$19,855,041
10	\$294,096	\$2,031,657	\$17,926,389	\$0	\$0	\$19,958,046	\$20,252,142

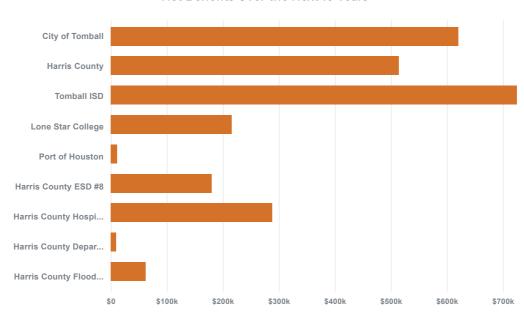
#### **Fiscal Impact Overview**

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

	FISCAL NET BENEFITS OVE	R THE NEXT 10 YEARS	5	
	BENEFITS	COSTS	NET BENEFITS	PRESENT VALUE*
City of Tomball	\$3,376,693	(\$2,756,866)	\$619,827	\$489,091
Harris County	\$881,132	(\$367,157)	\$513,975	\$394,786
Tomball ISD	\$1,986,072	(\$1,261,276)	\$724,796	\$555,201
Lone Star College	\$215,783	\$0	\$215,783	\$165,143
Port of Houston	\$11,511	\$0	\$11,511	\$8,810
Harris County ESD #8	\$180,124	\$0	\$180,124	\$137,853
Harris County Hospital District	\$287,637	\$0	\$287,637	\$220,134
Harris County Department of Education	\$9,626	\$0	\$9,626	\$7,367
Harris County Flood Control	\$62,268	\$0	\$62,268	\$47,655
Total	\$7,010,846	(\$4,385,299)	\$2,625,547	\$2,026,041

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

#### Net Benefits Over the Next 10 Years

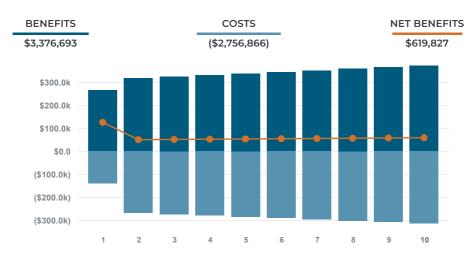


## City of Tomball Fiscal Impact

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

NET BENI	EFITS OVER 10 YEARS: CITY OF TOMBA	ALL	
NEFITS	PROJECT	HOUSEHOLDS	тота
Sales Taxes	\$76,875	\$36,579	\$113,45
Real Property Taxes	\$536,366	\$0	\$536,30
FF&E Property Taxes	\$0	\$0	
Inventory Property Taxes	\$0	\$0	
New Residential Property Taxes	\$0	\$7,565	\$7,5
Hotel Occupancy Taxes	\$0	\$0	
Building Permits and Fees	\$0	\$0	
Utility Revenue	\$1,613,157	\$106,754	\$1,719,9
Utility Franchise Fees	\$92,648	\$6,107	\$98,7
Miscellaneous Taxes and User Fees	\$844,728	\$55,916	\$900,6
Benefits Subtotal	\$3,163,773	\$212,920	\$3,376,6
STS	PROJECT	HOUSEHOLDS	тот
Cost of Government Services	(\$809,303)	(\$53,414)	(\$862,71
Cost of Utility Services	(\$1,776,653)	(\$117,496)	(\$1,894,14
Costs Subtotal	(\$2,585,956)	(\$170,910)	(\$2,756,86
t Benefits	\$577,817	\$42,010	\$619,82

#### Annual Fiscal Net Benefits for City of Tomball



#### **AGREEMENT**

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

This Agreement (the "Agreement") is made and entered into by and between the Tomball Economic Development Corporation, an industrial development corporation created pursuant to Tex. Rev. Civ. Stat. Ann. Art. 5190.6, Section 4B, located in Harris County, Texas (the "TEDC"), and **RSC Riverside Construction LLC** (the "Company"), 210 Spring Creek Trail, Spring, TX 77375.

#### WITNESSETH:

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

**WHEREAS**, the Company proposes to develop a 12.114-acre tract of land within the City, located at 0 Holderrieth Road., Tomball, TX 77375 (the "Property"), more particularly described in Exhibit "A," attached hereto and made a part hereof; and

WHEREAS, the Company intends to make an investment of over Sixteen Million Dollars (\$16,000,000) in land, buildings, equipment, targeted infrastructure, and other improvements necessary to develop fifteen (15) pre-engineered metal office/warehouse buildings ranging in size from 9,600 square feet to 15,000 square feet (the "Project"); and

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

WHEREAS, the TEDC agrees to provide to the Company the sum of up to One Hundred and One Thousand Eight Hundred and Seventy Dollars (\$101,870), or an amount equal to Five (5) percent of actual costs if less than the sum stated above, to assist in the construction of targeted infrastructure improvements (the "Infrastructure Improvements"), identified and described in Exhibit "B," attached hereto and made a part hereof; and

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

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

1.

The Company hereby covenants and agrees that it will construct and maintain on the Property fifteen (15) pre-engineered metal office/warehouse buildings (the "Improvements") identified and depicted on Exhibit "C," attached hereto and made a part hereof. In conjunction with the development of the Property, the Company further agrees to construct the Infrastructure Improvements contemplated by this Agreement, in accordance with the requirements of the ordinances of the City and the plans and specifications approved by the City. The Company further represents and agrees that it will certify the costs of the construction of such Infrastructure Improvements to the TEDC prior to construction.

2.

The construction of the Improvements to the Property, including construction of the Infrastructure Improvements shall be completed, and all necessary permits from the City shall be obtained, within Eighteen (18) months from the Effective Date of this Agreement. Extensions of these deadlines due to extenuating circumstances or uncontrollable delay may be granted by the Board of Directors of the TEDC at its sole discretion.

3.

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

4

By the end of the Term, the Company shall provide evidence to the TEDC that the Improvements are directly responsible for the creation of two hundred and sixty (260) jobs in the City. The Company further covenants and agrees that the Company or any owner or leasee of the Improvements does not and will not knowingly employ an undocumented worker. An "undocumented worker" shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States; or (b) authorized under the law to be employed in that manner in the United States.

5.

In consideration of the Company's representations, promises, and covenants, TEDC agrees to reimburse the Company for the actual cost of the Infrastructure Improvements up to the amount of One Hundred and One Thousand Eight Hundred and Seventy Dollars (\$101,870), or an amount equal to five (5) percent of actual costs if less than the sum stated above upon

completion of construction and occupancy of each office/warehouse space. The TEDC agrees to reimburse the Company for such amount within thirty (30) days of receipt of a letter from the Company requesting such payment and including: (a) certification of the cost of constructing the Infrastructure Improvements; (b) a copy of the City's occupancy permit for the improvements to the Property; (c) certification that the Infrastructure Improvements have been constructed in accordance with the approved plans and specifications; (d) an affidavit stating that all contractors and subcontractors providing work and/or materials in the construction of the Improvements have been paid and any and all liens and claims regarding such work have been released; and (e) Proof of payment to all vendors, contractors and subcontractors providing work and/or materials in the construction of the Improvements, proof of payment must include copies of canceled checks and/or credit card receipts and copies of paid invoices from all vendors, contractors and subcontractors.

6

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

Item 8.

The Company shall also reimburse the TEDC for any and all reasonable attorney's fees

and costs incurred by the TEDC as a result of any action required to obtain reimbursement of

such funds. Such reimbursement shall be due and payable thirty (30) days after the Company

receives written notice of default.

7.

This Agreement shall inure to the benefit of and be binding upon the TEDC and the

Company, and upon the Company's successors and assigns, lessees, affiliates, and subsidiaries,

and shall remain in force whether the Company sells, leases, assigns, or in any other manner

disposes of, either voluntarily or by operation of law, all or any part of the Property and the

agreements herein contained shall be held to be covenants running with the Property for so long

as this Agreement, or any extension thereof, remains in effect.

8.

Any notice provided or permitted to be given under this Agreement must be in writing

and may be served by (i) depositing the same in the United States mail, addressed to the party to

be notified, postage prepaid, registered or certified mail, return receipt requested; or (ii) by

delivering the same in person to such party; or (iii) by overnight or messenger delivery service

that retains regular records of delivery and receipt; or (iv) by facsimile; provided a copy of such

notice is sent within one (1) day thereafter by another method provided above. The initial

addresses of the parties for the purpose of notice under this Agreement shall be as follows:

If to City:

Tomball Economic Development Corporation

401 W. Market Street

Tomball, Texas 77375

Attn: President, Board of Directors

TOMBALL EDC/RSC RIVERSIDE CONSTRUCTION LLC

60

Item 8.

If to Company: RSC Riverside Construction LLC

210 Spring Creek Trail Spring, TX, 77373

Attn: Christian Geodde, 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 WHI	CH, THIS AGREEMENT has been executed by the parties on
this	day of	2024 (the "Effective Date").
		RSC Riverside Construction LLC
		By: Name: Title:
ATTES	ST:	
By: Name: Title:		
		TOMBALL ECONOMIC DEVELOPMENT CORPORATION
ATTES	ST.	By: Name: Gretchen Fagan Title: President, Board of Directors
	,1.	
By:	William E. Sumner Jr.	
	Secretary, Board of Directo	ors
TILLO.	because, board of Directo	10

#### ACKNOWLEDGMENT

THE STATE OF TEXAS	§ c
COUNTY OF HARRIS	§ §
	acknowledged before me on the day of CEO, RSC Riverside Construction LLC. for and on behalf of said
	Notary Public in and for the State of Texas
	My Commission Expires:
(SEAL)	
	ACKNOWLEDGMENT
THE STATE OF TEXAS COUNTY OF HARRIS	§ § §
	acknowledged before me on the day of 2024, by of the Board of Directors of the Tomball Economic Development lf of said Corporation.
	Notary Public in and for the State of Texas
(SEAL)	My Commission Expires:

# Exhibit A Legal Description of Property

#### METES AND BOUNDS DESCRIPTION

ALL THAT CERTAIN 12.114 ACRE, (527,705 SQUARE FOOT) TRACT OR PARCEL OF LAND SITUATED IN THE ELIZABETH SMITH SURVEY, A-70 AND THE C. M. PILOT SURVEY, A-632, HARRIS COUNTY, TEXAS, BEING OUT OF A CALLED 30.182 ACRE TRACT OF LAND DESCRIBED IN A DEED TO RMC LAND LTD., RECORDED IN CLERK'S FILE NO. T714505 OF THE REAL PROPERTY RECORDS OF HARRIS COUNTY, TEXAS;

**Exhibit B Description of Infrastructure Improvements** 

SWPPP	\$ 12,100
Clearing	\$ 48,400
Grading	\$ 544,500
Fill	\$ 300,006
Fire Hydrant	\$ 250,000
Sanitary	\$ 193,600
Storm Drainage	\$ 338,800
Electric	\$ 350,000
Total	\$ 2,037,406

# Exhibit C **Description of Improvements**

15 pre-engineered metal office/warehouse buildings ranging in size from 9,600 square feet to 15,000 square feet with shared common access on approximately 12.114-acres of land within the City, located at 0 Holderrieth Road, Tomball, TX 77375



## **Regular Tomball EDC Agenda Item Data Sheet**

**Meeting Date:** August 13, 2024

#### **Topic:**

Consideration and possible action by Tomball EDC to approve, as a Project of the Corporation, an agreement with Red Grip, LLC to make direct incentives to, or expenditures for, assistance with infrastructure costs required or suitable for the promotion of new or expanded business enterprise related to the construction of a commercial office/retail development to be located at 1211 Rudel Road, Tomball, Texas 77375. The estimated amount of expenditures for such Project is \$15,195.00.

Public Hearing

#### **Background:**

The Tomball Economic Development Corporation has received a request from Mike Matheson, Owner, Red Grip, LLC, for assistance with infrastructure costs related to the construction of a commercial office/retail space on approximately 1.04 acres located at 1211 Rudel Road, Tomball, Texas 77375.

The development will consist of two standalone buildings, constructed with a combination of stone and brick and enhanced with wood beam accents, totaling 9,240 square feet. The site will include a 4,620 square foot facility for a Day Car/Early Learning Facility, as well as a 4,620 square foot office space. The projected capital investment for the project is \$2,037,000.

The eligible infrastructure improvements include water, sanitary sewer, storm drainage, electric and gas utilities, and related site improvements totaling approximately \$101,300

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

An economic impact analysis is included with the agreement to show the impact of this project of Tomball's economy. Per the analysis, the 5-year net benefit of this project on Tomball's economy is \$51,435.00.

If the agreement between the TEDC and Red Grip, LLC is approved as a Project of the Corporation, the grant funding amount will not exceed \$15,195.00, based on 15% of the actual expenditures for the eligible infrastructure improvements.

**Origination:** Mike Matheson, Owner, Red Grip, LLC

**Recommendation:** Staff recommends approval of the Performance Agreement with Red Grip, LLC

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

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Are fu	ınds s	pecifically designated in t	he current bud	get for the full an	nount 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	d			Approved by	_	
C	S	taff Member-TEDC	Date	_	Executive Director-TEDC	Date

Two (2) 4,620 square foot commercial office/retail buildings totaling 9,240 sq. ft.

# "Off Main" Development on 1211 Rudel Road

August 7th, 2024

Dear TEDC Board of Directors,

On behalf of Red Grip LLC we are kindly asking for grant funding from the TEDC for the completion of our 9,240 sq/ft "Off Main" development. Our intent is to do further development in Tomball that is more focused on the entertainment side of business to bring more things to do in Tomball that are family friendly.

The "Off Main" construction project that is located at 1211 Rudel Road consists of two buildings each consisting of 4,620 sq/ft. The current plan is for one of the buildings to be a Day Care/Early Learning facility as we are working closely with a tenant on the building design and layout to accommodate their needs. We have designed the buildings to be consistent with the theme of the TEDC as well as the medical facility across the road on Quinn. The design is all side stone and brick with wood beam accents and a metal roof. The location is perfect as it is located between several different apartment buildings that would help fulfill the need for affordable childcare in the area. We believe that the location across from the Fire Station also adds some extra element of comfort to parents that drop off their kids. The project would begin approximately in mid-September and end by May or June.

The other 4,620 sq/ft building is currently planned as office space that would support further growth of the area. Currently we are in discussions with a Therapy group out of Cypress, Texas so that is a possibility as well.

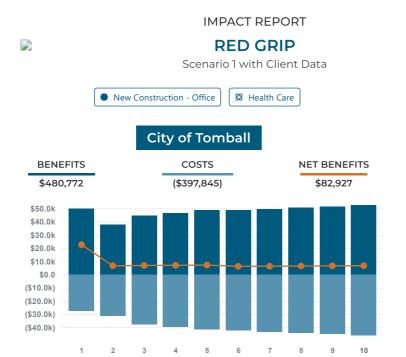
We are seeking grant funding for approved installations at our project, including infrastructure, landscaping, and development services.

Please feel free to contact us to discuss into further detail regarding this project. We look forward to the pleasure of working with all of you and putting the best product out there in the community for which I grew up in so that it serves the community in the best way possible.

Sincerely,

Mike Matheson Owner of Red Grip LLC

Item 9.





NET BENEFITS	\$82,927
Present Value	\$66,998
BENEFITS	
Sales Taxes	\$13,260
Real Property Taxes	\$64,942
FF&E Property Taxes	\$246
Inventory Property Taxes	\$0
New Residential Property Taxes	\$2,364
Hotel Occupancy Taxes	\$0
Building Permits and Fees	\$7,500
Utility Revenue	\$248,225
Utility Franchise Fees	\$14,248
Miscellaneous Taxes and User Fees	\$129,987
Benefits Subtotal	\$480,772
COSTS	
Cost of Government Services	(\$124,487)
Cost of Utility Services	(\$273,358)
Costs Subtotal	(\$397,845)

CITY		\$82,927	
COUNTY	\$57,820		
SCHOOL DISTRICT		\$88,877	
OTHER			\$117,882

#### **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 **Red Grip, LLC** (the "Company"), 14315 Arlington Place, Cypress, TX, 77429.

#### WITNESSETH:

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

**WHEREAS**, the Company proposes to develop a 1.04-acre tract of land within the City, located at 1211 Rudel Road, Tomball, Texas 77375 (the "Property"), more particularly described in Exhibit "A," attached hereto and made a part hereof; and

**WHEREAS**, the Company intends to make an investment of over Two Million Dollars (\$2,000,000) in land, buildings, equipment, targeted infrastructure, and other improvements necessary to develop two (2) 4,620 square foot commercial office/retail buildings totaling 9,240 square foot. (the "Project"); and

**WHEREAS**, the Company also proposes to create Thirty-Five Jobs (35) new full-time employment positions in Tomball in conjunction with the opening of its business operations on the Property; and

TOMBALL EDC/RED GRIP, LLC 71

WHEREAS, the TEDC agrees to provide to the Company the sum of up to Fifteen Thousand One Hundred and Ninety-Five Dollars (\$15,195), or an amount equal to fifteen (15) percent of actual costs if less than the sum stated above, to assist in the construction of targeted infrastructure improvements (the "Infrastructure Improvements"), identified and described in Exhibit "B," attached hereto and made a part hereof; and

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

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

1

The Company hereby covenants and agrees that it will construct and maintain on the Property two (2) commercial office/retail buildings (the "Improvements") identified and depicted on Exhibit "C," attached hereto and made a part hereof. In conjunction with the development of the Property, the Company further agrees to construct the Infrastructure Improvements contemplated by this Agreement, in accordance with the requirements of the ordinances of the City and the plans and specifications approved by the City. The Company further represents and agrees that it will certify the costs of the construction of such Infrastructure Improvements to the TEDC prior to construction.

2.

The construction of the Improvements to the Property, including construction of the Infrastructure Improvements shall be completed, and all necessary permits from the City shall be

TOMBALL EDC/RED GRIP, LLC 72

obtained, within Eighteen (18) months from the Effective Date of this Agreement. Extensions of these deadlines due to extenuating circumstances or uncontrollable delay may be granted by the Board of Directors of the TEDC at its sole discretion.

3.

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

4

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

5

In consideration of the Company's representations, promises, and covenants, TEDC agrees to reimburse the Company for the actual cost of the Infrastructure Improvements up to the amount of Fifteen Thousand One Hundred and Ninety-Five Dollars (\$15,195), or an amount equal to fifteen (15) percent of actual costs if less than the sum stated above upon completion of construction and occupancy of each office/warehouse space. The TEDC agrees to reimburse the Company for such amount within thirty (30) days of receipt of a letter from the Company requesting such payment and including: (a) certification of the cost of constructing the Infrastructure Improvements; (b) a copy of the City's occupancy permit for the improvements to the Property; (c) certification that the Infrastructure Improvements have been constructed in

accordance with the approved plans and specifications; (d) an affidavit stating that all contractors and subcontractors providing work and/or materials in the construction of the Improvements have been paid and any and all liens and claims regarding such work have been released; and (e) Proof of payment to all vendors, contractors and subcontractors providing work and/or materials in the construction of the Improvements, proof of payment must include copies of canceled checks and/or credit card receipts and copies of paid invoices from all vendors, contractors and subcontractors.

6

It is understood and agreed by the parties that, in the event of a default by the Company on any of its obligations under this Agreement, the Company shall reimburse the TEDC the full amount paid to the Company by the TEDC, with interest at the rate equal to the 90-day Treasury Bill plus 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, or any owner or lessee of the Improvements, is convicted of a violation under 8 U.S.C. Section 1324a(f), the Company will reimburse the TEDC the full amount paid to the Company, with interest at the rate equal to the 90-day Treasury Bill plus 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.

7.

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

8.

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

If to City: Tomball Economic Development Corporation

401 W. Market Street Tomball, Texas 77375

Attn: President, Board of Directors

If to Company: Red Grip, LLC

14315 Arlington Place Spring, TX, 77379

Attn: Mike Matheson, Owner

9.

TOMBALL EDC/RED GRIP, LLC

75

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.

]	N TESTIMONY OI	F WHICH, THIS AGREEMENT has been executed by the parties on
this	day of	2024 (the "Effective Date").
		Red Grip, LLC
		By: Name: Mike Matheson Title: Owner
ATTES'	Γ:	
By: _ Name: _ Title: _		
		TOMBALL ECONOMIC DEVELOPMENT CORPORATION  By: Name: Gretchen Fagan
ATTES	Γ:	Title: <u>President, Board of Directors</u>
	William E. Sumner J Secretary, Board of I	
		ACKNOWLEDGMENT
THE ST	ATE OF TEXAS	<b>§</b> <b>§</b>
COUNT	Y OF HARRIS	§

	cknowledged before me on the day of
2024, by Mike Matheson, Own	ner, Red Grip, 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	§ 8
COUNTY OF HARRIS	§ § §
This instrument was a	acknowledged before me on the13_ day of _August
2024, by Gretchen Fagan, I	President of the Board of Directors of the Tomball Economic 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 72 Block 1 ACQUEST TOMBALL REPLAT NO. 1 1211 RUDEL ROAD, TOMBALL, TX 77375

Exhibit B

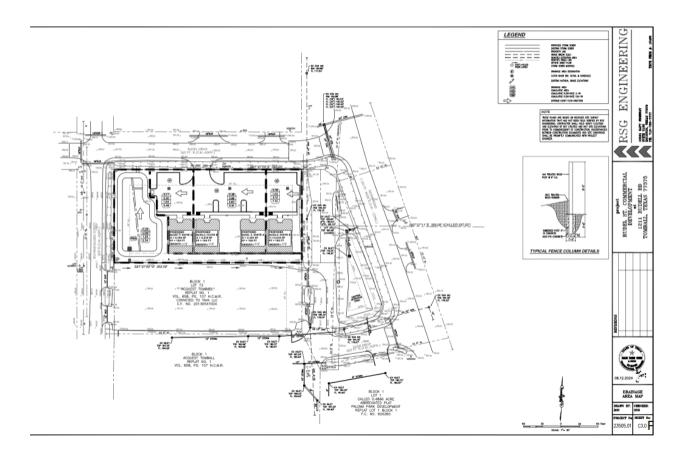
Description of Infrastructure Improvements

Targeted Infrastructure	Cost
Sanitary Sewer	\$ 8,000
Storm Drainage	\$ 22,500
Water	\$ 36,000
Gas	\$ 6,000
Site Preparation	\$ 54,000
Telecommunications/Internet	\$ 4,800
Electric	\$ 14,000
Total	\$ 101,300

81

## **Exhibit C Description of Improvements**

Two (2) 4,620 square foot commercial office/retail buildings totaling 9,240 sq. ft. with a shared common driveway on approximately 1.04 acres of land generally located at 1211 Rudel, Tomball, TX



## **Exhibit C Continued Description of Improvements**



FOR MORE INFORMATION: Jason Smith • (832) 228-3945 • jrsmith@archwayprop.com

### Regular Tomball EDC Agenda Item Data Sheet

<b>Meeting Date:</b>	August 13, 2024

#### Topic:

Consideration and possible action by Tomball EDC to approve, as a Project of the Corporation, an agreement with Walsh Alliance, LLC dba Walsh & Albert Company, Ltd., to make direct incentives to, or expenditures for, the creation or retention of primary jobs associated with the development of its corporate headquarters to be located at 2401 S Persimmon Street, Tomball, Texas 77375. The estimated amount of expenditures for such Project is \$165,000.00.

Public Hearing

#### **Background:**

Walsh Alliance, LLC dba Walsh & Albert Company, Ltd is a family-owned sheet metal manufacturing company that fabricates and installs commercial HVAC ductwork. Walsh & Albert Company has been in business since 1982 at its current location at 19300 Oil Center Blvd, Houston, Texas 77073.

Walsh & Albert Company along with its related company, Metal Zinc, will construct an approximately 196,500 square foot office/warehouse facility on 17.67 acres in the Tomball Business & Technology Park. Walsh & Albert Company will lease approximately 64,900 square feet of manufacturing and office space within the building. The remaining space will be leased and occupied by Metal Zinc.

Walsh & Albert Company proposes to relocate 250 full-time employees and create 80 new jobs in conjunction with the relocation. The estimated capital investment of this project is over \$5,000,000.00.

An economic impact analysis is included with the agreement to show the impact of this project on Tomball's economy. Per the analysis, the 5-year net benefit of this project on Tomball's economy is \$383,517.00. The proposed incentive is \$165,000.00, based upon \$500.00 per job relocated/created.

**Origination:** Peter F. Walsh, President, Walsh & Albert Company

**Recommendation:** Staff recommends approval of the Performance Agreement with Walsh Alliance, LLC dba Walsh & Albert Company, Ltd.,

Party(ies) responsible for placing this item	on agenda: Kelly Violette
FUNDING (IF APPLICABLE)	
Are funds specifically designated in the current bu	dget 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	Evacutive Director TEDC Date



08/05/2024

Kelly Violette
Executive Director
Tomball Economic Development Corporation
29201 Quinn Rd., suite B
Tomball, Texas 77375

Subject: Tomball Economic Development Commission-Request Letter for Project Grant

Dear Kelly,

This letter is a request for funding assistance from the Tomball Economic Development Corporation through a project grant to Walsh & Albert Company for relocation of our business operations from the unincorporated Harris County into the City of Tomball.

Chrismas Interests, LLC is wholly owned by the Walsh Family who have lived in Harris County since 1976. The company was formed in 2023 to develop property in the Tomball Business and Technology Park. In May of 2023, the company purchased Lot 308 in the Business Park consisting of 17.67 acres. The purchase price of the land was approximately \$ 3 million dollars. Chrismas Interests has been working with the City of Tomball, CDA Architects, and Ludlow & Associates the general contractor to construct a 194,600 square foot manufacturing building on the site. Site clearing began 08/08/2024 with building construction schedule to begin 09/01/24 and complete by 03/01/25. The estimated value of the capital improvements is approximately \$18 million.

The building will be leased to two related family owned companies. The Walsh & Albert Company which is a sheetmetal manufacturing company fabricating and installing commercial HVAC ductwork will occupy approximately 69,000 square feet of manufacturing area including 6,500 square feet of office space. Metal Zinc which is a manufacturer of light gauge metal products for sale through distributors will occupy 132,200 square feet of manufacturing space including 6,710 square feet of office space.

Walsh & Albert Company has been in business since 1982. Walsh & Albert Company currently has 230 employees and anticipates adding an additional 30 full time employes prior to moving into the new facility in March of 2025. The annual payroll is in excess of \$ 10,000,000. We anticipate adding 10 to 20 additional employees each year for the next several years. The relocation to the new facility will involve moving our office and

manufacturing equipment to the new facility. We are seeking to utilize suppliers and service providers in the Tomball area and to grow our work force from the Tomball area.

Very truly yours,

Peter F. Walsh President



#### Walsh & Alberts - Impact Report

TOMBALL ECONOMIC DEVELOPMENT CORP.

238220 Plumbing, Heating, and Air-Conditioning Contractors

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	330.0	193.9	523.9	
Annual Salaries/Wages at Full Ops (Yr 5)	\$14,302,393	\$7,015,306	\$21,317,698	
Salaries/Wages over 10 Years	\$136.51M	\$66,958,517	\$203.47M	
Taxable Sales/Purchases in City of Tomball	\$29,284,632	\$836,981	\$30,121,613	

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			
ІМРАСТ	DIRECT	SPIN-OFF	TOTAL
Workers who will move to City of Tomball	8.9	5.2	14.1
New residents in City of Tomball	23.2	13.6	36.8
New residential properties constructed in City of Tomball	1.3	0.8	2.1
New students to attend local school district	4.5	2.6	7.1

Totals may not sum due to rounding

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

	SUMMARY OF TAXABLE PROPERTY OVER THE FIRST 10 YEARS IN CITY OF TOMBALL						
YR.	NEW RESIDENTIAL PROPERTY	LAND	BUILDINGS	FF&E	INVENTORIES	NON-RESIDENTIAL PROPERTY	TOTAL PROPERTY
1	\$375,680	\$1,500,000	\$4,954,198	\$150,000	\$0	\$6,604,198	\$6,979,878
2	\$413,849	\$1,530,000	\$5,053,282	\$135,000	\$0	\$6,718,282	\$7,132,132
3	\$453,395	\$1,560,600	\$5,154,348	\$120,000	\$0	\$6,834,948	\$7,288,343
4	\$494,357	\$1,591,812	\$5,257,435	\$105,000	\$0	\$6,954,247	\$7,448,604
5	\$536,776	\$1,623,648	\$5,362,584	\$90,000	\$0	\$7,076,232	\$7,613,008
6	\$547,511	\$1,656,121	\$5,469,835	\$75,000	\$0	\$7,200,957	\$7,748,468
7	\$558,461	\$1,689,244	\$5,579,232	\$60,000	\$0	\$7,328,476	\$7,886,937
8	\$569,630	\$1,723,029	\$5,690,817	\$45,000	\$0	\$7,458,845	\$8,028,476
9	\$581,023	\$1,757,489	\$5,804,633	\$30,000	\$0	\$7,592,122	\$8,173,145
10	\$592,644	\$1,792,639	\$5,920,726	\$30,000	\$0	\$7,743,365	\$8,336,008

#### **Fiscal Impact Overview**

Harris County Flood..

\$100k

\$200k

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

FISCAL NET BENEFITS OVER THE NEXT 10 YEARS				
	BENEFITS	COSTS	NET BENEFITS	PRESENT VALUE*
City of Tomball	\$4,353,657	(\$3,574,999)	\$778,658	\$601,253
Harris County	\$739,161	(\$659,702)	\$79,459	\$62,486
Tomball ISD	\$837,879	(\$547,873)	\$290,006	\$222,286
Lone Star College	\$128,315	\$0	\$128,315	\$97,915
Port of Houston	\$6,845	\$0	\$6,845	\$5,223
Harris County ESD #8	\$107,111	\$0	\$107,111	\$81,735
Harris County Hospital District	\$171,043	\$0	\$171,043	\$130,520
Harris County Department of Education	\$5,724	\$0	\$5,724	\$4,368
Harris County Flood Control	\$37,028	\$0	\$37,028	\$28,255
Total	\$6,386,761	(\$4,782,574)	\$1,604,188	\$1,234,042

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

Net Benefits Over the Next 10 Years

# City of Tomball Harris County Tomball ISD Lone Star College Port of Houston Harris County ESD #8 Harris County Depar...

\$400k

\$500k

\$600k

\$700k

#### **Public Support Overview**

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

VALUE OF PUBLIC SUPPORT UNDER CONSIDERATION				
	NON-TAX INCENTIVE	TOTAL		
City of Tomball	\$165,000	\$165,000		
Harris County	\$0	\$0		
Tomball ISD	\$0	\$0		
Lone Star College	\$0	\$0		
Port of Houston	\$0	\$0		
Harris County ESD #8	\$0	\$0		
Harris County Hospital District	\$0	\$0		
Harris County Department of Education	\$0	\$0		
Harris County Flood Control	\$0	\$0		
Total	\$165,000	\$165,000		

#### City of Tomball Fiscal Impact

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

NET BE	NEFITS OVER 10 YEARS: CITY OF TOM	BALL	
ENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Sales Taxes	\$551,565	\$50,867	\$602,432
Real Property Taxes	\$207,294	\$0	\$207,294
FF&E Property Taxes	\$2,464	\$0	\$2,464
Inventory Property Taxes	\$0	\$0	\$0
New Residential Property Taxes	\$0	\$15,028	\$15,028
Hotel Occupancy Taxes	\$0	\$0	\$0
Building Permits and Fees	\$0	\$0	\$0
Utility Revenue	\$2,018,346	\$212,065	\$2,230,411
Utility Franchise Fees	\$115,919	\$12,131	\$128,049
Miscellaneous Taxes and User Fees	\$1,056,904	\$111,075	\$1,167,979
Benefits Subtotal	\$3,952,491	\$401,166	\$4,353,657
osts	PROJECT	HOUSEHOLDS	TOTAL
Cost of Government Services	(\$1,012,582)	(\$106,106)	(\$1,118,688)
Cost of Utility Services	(\$2,222,908)	(\$233,403)	(\$2,456,311)
Costs Subtotal	(\$3,235,490)	(\$339,509)	(\$3,574,999)
et Benefits	\$717,001	\$61,657	\$778,658

#### Annual Fiscal Net Benefits for City of Tomball



#### **City of Tomball Public Support**

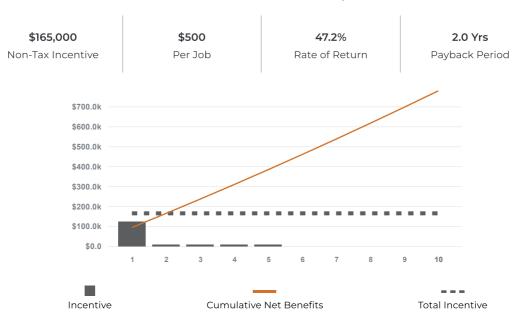
#### **Non-Tax Incentives**

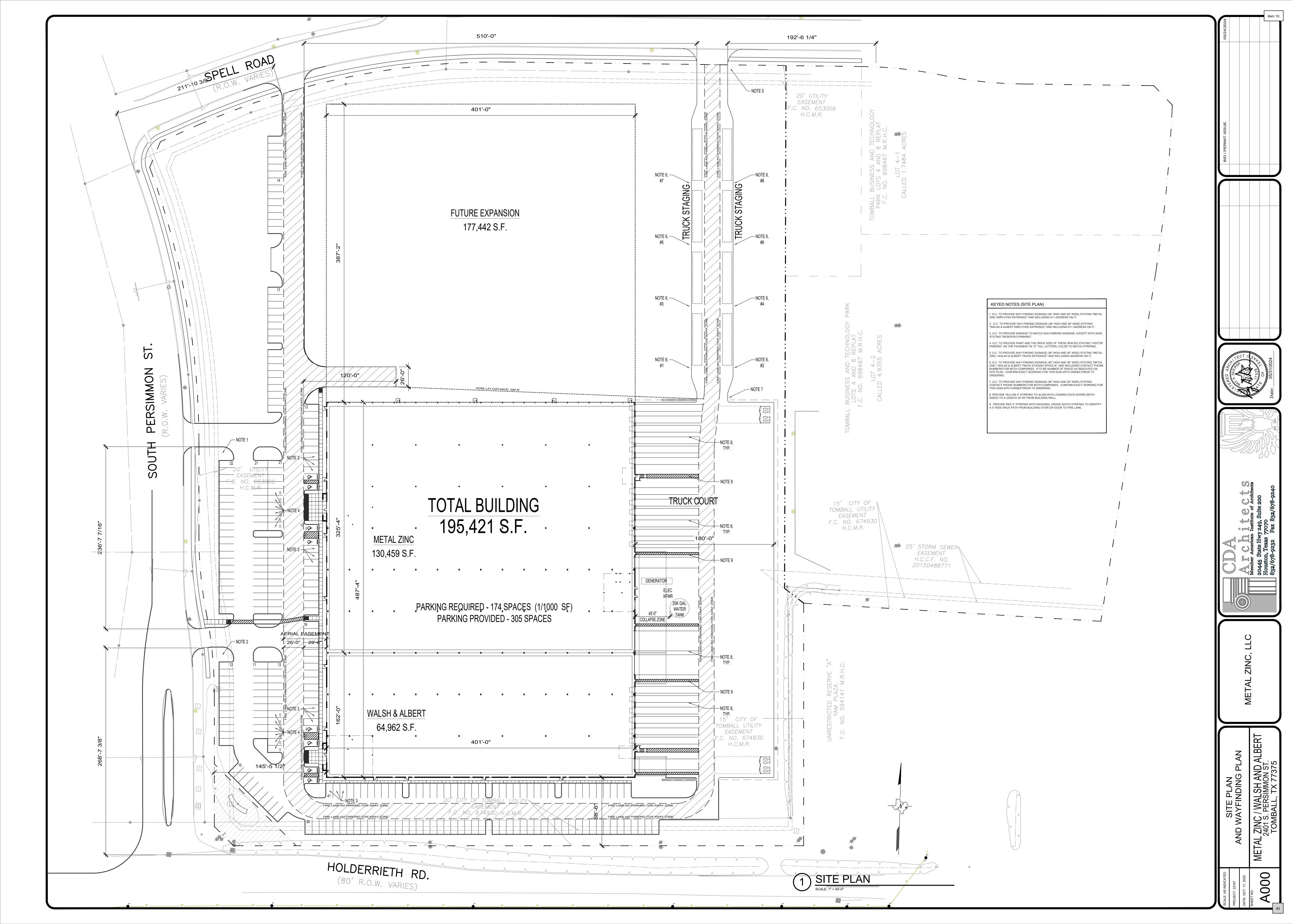
 $\hbox{City of Tomball is considering the following non-tax incentives for the Project.} \\$ 

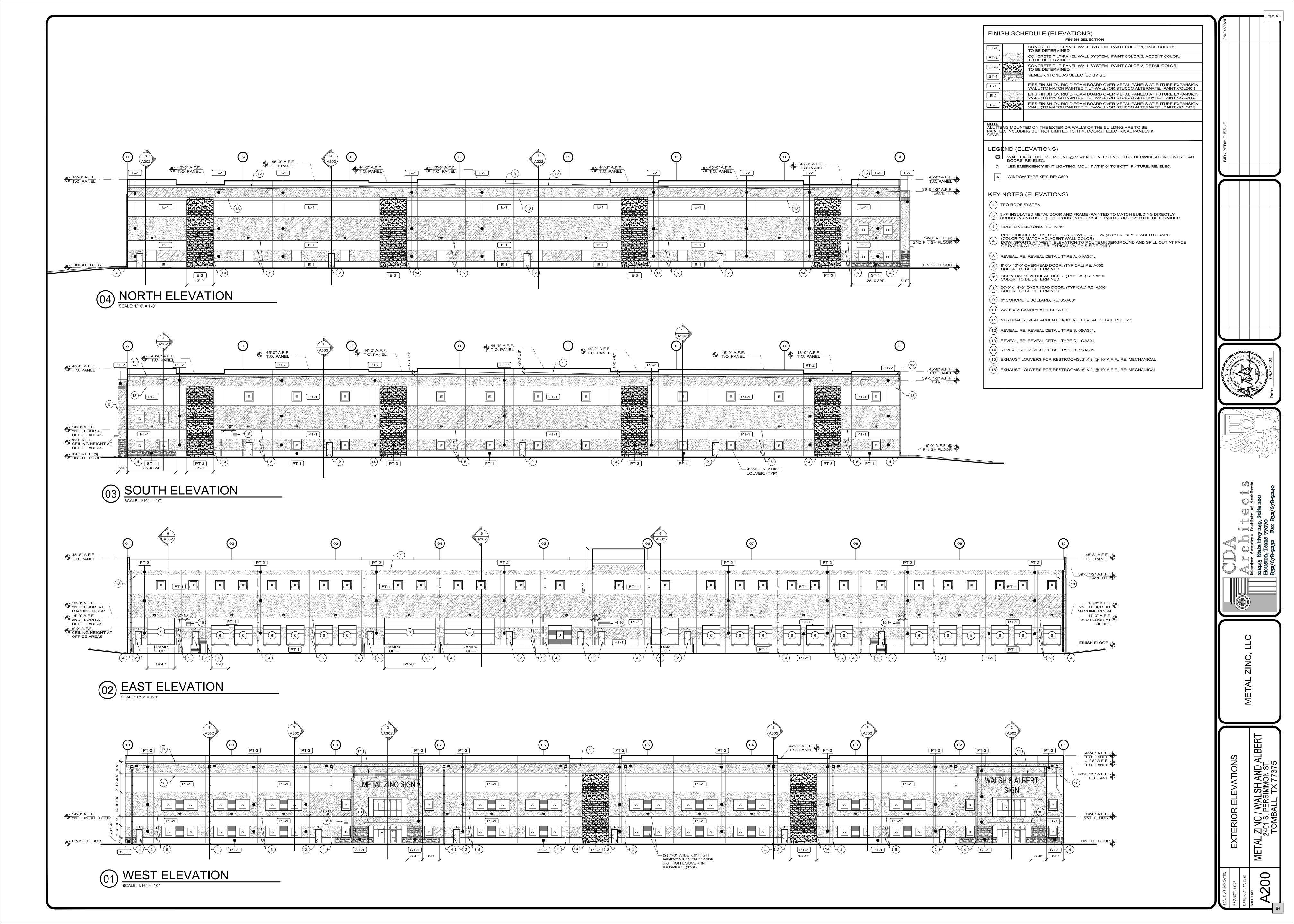
	NON-TAX INCENTIVES UNDER CONSIDERATION
YEAR	NON-TAX INCENTIVE
1	\$125,000
2	\$10,000
3	\$10,000
4	\$10,000
5	\$10,000
Total	\$165,000

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

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







#### **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 the Development Corporation Act, now Chapter 501 et seq of the Texas Local Government Code, located in Harris County, Texas (the "TEDC"), and **Walsh Alliance**, **LLC dba Walsh & Albert Company**, **Ltd** (the "Company"), 19300 Oil Center Blvd, Houston, TX 77073, USA.

#### 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 lease 64,900 square-feet of new office and warehouse space to be located at 2401 S Persimmon St, Tomball, TX 77375, (the "Property"), and more particularly described in Exhibit "A," attached hereto and made a part hereof; and

WHEREAS, the Company, currently located at 19300 Oil Center Blvd, Houston, TX 77073, proposes to relocate its corporate headquarters to the Property, and as part of the process, plans to make capital investments including building improvements, fixed machinery and equipment and tangible personal property (the "Improvements") in an amount equal to at least Five Million Dollars (\$5,000,000.00) as are necessary to occupy the Property and grow the business; and

**WHEREAS,** the Company also proposes to relocate two hundred and fifty (250) full-time employees to the Property and to create eighty (80) new jobs in Tomball within its first five years of operations at the Property; and

**WHEREAS**, the TEDC agrees to provide to the Company the sum of One Hundred and Sixty-Five Thousand Dollars (\$165,000.00) to assist in the construction of the Improvements, the relocation of the 250 employees, and the creation of 80 new full-time jobs 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 suitable for the relocation of the corporate headquarters to the property, to promote and develop new business enterprises on the Property, and in furtherance of the creation and retention of primary jobs;

**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 4, the Company covenants and agrees that it will operate and maintain the proposed business for a term of at least five (5) years and will maintain thirty (30) full-time employees on the Property.

2.

The construction of the Improvements and the obtaining of all necessary occupancy permits from the City must occur within twenty-four (24) months from the Effective Date of this

Item 10.

97

Agreement. Extensions of these deadlines may be granted by the Board of Directors of the TEDC due to any extenuating circumstance or uncontrollable delay.

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 One Hundred and Sixty-Five Thousand Dollars (\$165,000.00) to fund a portion of the cost of the Improvements, the relocation of the 250 employees, and the creation of 80 new employees to the Tomball operation. 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 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) certification that the Improvements have been constructed in accordance with the approved plans and specifications; (e) 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 (f) 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

Item 10.

If to Company: Walsh Alliance, LLC dba Walsh & Albert Company, Ltd

19300 Oil Center Blvd. Houston, TX 77073

Attn: Peter Walsh, President

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,

6

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.

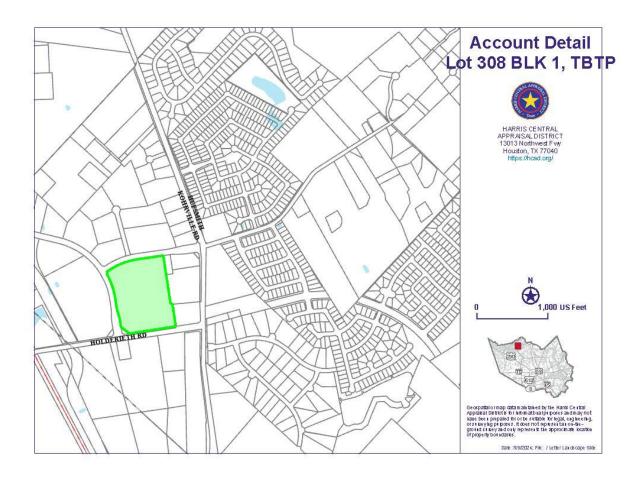
IN TESTIMONY OF WHICH, THIS	S AGREEMENT has been executed by the parties on this
day of 20	24 (the "Effective Date").
,	Walsh Alliance, LLC dba Walsh & Albert Company, Ltd
	By:
	Name: Peter Walsh
	Title: President
ATTEST:	
By:	
Name:	
Title:	
	TOMBALL ECONOMIC DEVELOPMENT CORPORATION
	By:
	Name: Gretchen Fagan
	Title: President, Board of Directors
ATTEST:	
By:	
Name:	
Title: Secretary, Board of Directors	

#### **ACKNOWLEDGMENT**

THE STATE OF TEXAS	§
COUNTY OF HARRIS	§ §
	acknowledged before me on the day of dent, Walsh Alliance, LLC dba Walsh & Albert Company, Ltd mpany.
	Notary Public in and for the State of Texas
	My Commission Expires:
(SEAL)	
	ACKNOWLEDGMENT
THE STATE OF TEXAS	§
COUNTY OF HARRIS	\$ \$ \$
	acknowledged before me on the day of dent of the Board of Directors of the Tomball Economic Development alf of said Corporation.
	Notary Public in and for the State of Texas
(SEAL)	My Commission Expires:

## Exhibit A Description of Property

Legal Description: LT 308 BLK 1, TOMBALL BUSINESS & TECHNOLOGY PARK 2ND R/P
Property Address: 2401 S Persimmon Ln, Tomball, TX 77375



## Regular Tomball EDC Agenda Item Data Sheet

Signed

Staff Member-TEDC

11501144 110111		
<b>Data Sheet</b>		
	Meeting Dat	te: August 13, 2024
Topic:		
Consideration and possible action by To-agreement with Metal Zinc Manufacturing creation or retention of primary jobs assoclocated at 2401 S Persimmon Street, Tom such Project is \$80,000.00.	g LLC, to make direct incentives lated with the development of its c	to, or expenditures for, the corporate headquarters to be
Public Hearing		
Background: Metal Zinc Manufacturing is a family-own business since 2015 and is currently locate		
Metal Zinc Manufacturing along with its rapproximately 196,500 square foot office/Technology Park. Metal Zinc Manufacturing and office space within the Walsh & Albert Company.	warehouse facility on 17.67 acres acturing will lease approximately	in the Tomball Business & y 131,600 square feet of
Metal Zinc Manufacturing proposes to reconjunction with the relocation. The estimates	_ <del>-</del> •	5
An economic impact analysis is included Tomball's economy. Per the analysis, the \$357,004.00. The proposed incentive is \$8	5-year net benefit of this project	t on Tomball's economy is
Origination: Ryan Walsh, President, Met	al Zinc Manufacturing	
<b>Recommendation:</b> Staff recommends app Manufacturing.	roval of the Performance Agreeme	ent with Metal Zinc
Party(ies) responsible for placing this ite	m on agenda: Kelly Viol	ette
<b>FUNDING</b> (IF APPLICABLE) Are funds specifically designated in the curren Yes: X No:	t budget for the full amount required f  If yes, specify Account Numb	• •
If no, funds will be transferred from account #	To accoun	

Approved by

Date

Executive Director-TEDC

Date



08/05/2024

Kelly Violette
Executive Director
Tomball Economic Development Corporation
29201 Quinn Rd., suite B
Tomball, Texas 77375

Subject: Tomball Economic Development Commission-Request Letter for Project Grant Dear Kelly,

This letter is a request for funding assistance from the Tomball Economic Development Corporation through a project grant to Metal Zinc MFG for relocation of our business operations from the unincorporated Harris County into the City of Tomball.

Chrismas Interests, LLC is wholly owned by the Walsh Family who have lived in Harris County since 1976. The company was formed in 2023 to develop property in the Tomball Business and Technology Park. In May of 2023, the company purchased Lot 308 in the Business Park consisting of 17.67 acres. The purchase price of the land was approximately \$ 3 million dollars. Chrismas Interests has been working with the City of Tomball, CDA Architects, and Ludlow & Associates the general contractor to construct a 196,500 square foot manufacturing building on the site. Site clearing began 08/08/2024 with building construction schedule to begin 09/01/24 and complete by 03/01/25. The estimated value of the capital improvements is approximately \$18 million.

The building will be leased to two related family owned companies. The Walsh & Albert Company which is a sheetmetal manufacturing company fabricating and installing commercial HVAC ductwork will occupy approximately 64.900 square feet of manufacturing area including 5,000 square feet of office space. Metal Zinc which is a manufacturer of light gauge metal products for sale through distributors will occupy 131,600 square feet of manufacturing space including 7,000 square feet of office space.

Metal Zinc Manufacturing has been in business since 2015. Metal Zinc Manufacturing currently has 130 employees and anticipates adding an additional 10-20 full time employes prior to

moving into the new facility in March of 2025. The current annual payroll is in excess of \$ 5,000,000. We anticipate adding 25 to 50 additional employees each year for the next several years. The relocation to the new facility will involve moving our office and manufacturing equipment to the new facility. We are seeking to utilize suppliers and service providers in the Tomball area and to grow our work force from the Tomball area.

Very truly yours,

Ryan Walsh

President Metal Zinc Manufacturing

#### Metal Zinc - Impact Report

#### 332322 Sheet Metal Work Manufacturing

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	160.0	85.2	245.2		
Annual Salaries/Wages at Full Ops (Yr 5)	\$6,407,998	\$3,258,563	\$9,666,562		
Salaries/Wages over 10 Years	\$54,826,791	\$27,880,246	\$82,707,037		
Taxable Sales/Purchases in City of Tomball	\$12,710,799	\$348,503	\$13,059,302		

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					
ІМРАСТ	DIRECT	SPIN-OFF	TOTAL		
Workers who will move to City of Tomball	4.3	2.3	6.6		
New residents in City of Tomball	11.2	6.0	17.2		
New residential properties constructed in City of Tomball	0.6	0.3	1.0		
New students to attend local school district	2.2	1.2	3.3		

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													
YR.	NEW RESIDENTIAL PROPERTY	LAND	BUILDINGS	FF&E	INVENTORIES	NON- RESIDENTIAL PROPERTY	TOTAL PROPERTY							
1	\$72,523	\$1,500,000	\$10,045,802	\$250,000	\$1,462,409	\$13,258,211	\$13,330,734							
2	\$118,357	\$1,530,000	\$10,246,718	\$725,000	\$1,491,657	\$13,993,375	\$14,111,733							
3	\$165,996	\$1,560,600	\$10,451,652	\$950,000	\$1,521,490	\$14,483,743	\$14,649,739							
4	\$207,797	\$1,591,812	\$10,660,685	\$1,145,000	\$1,551,920	\$14,949,418	\$15,157,215							
5	\$251,204	\$1,623,648	\$10,873,899	\$1,310,000	\$1,582,959	\$15,390,506	\$15,641,710							
6	\$256,228	\$1,656,121	\$11,091,377	\$1,145,000	\$1,614,618	\$15,507,116	\$15,763,344							
7	\$261,352	\$1,689,244	\$11,313,205	\$980,000	\$1,646,910	\$15,629,358	\$15,890,711							
8	\$266,579	\$1,723,029	\$11,539,469	\$815,000	\$1,679,848	\$15,757,346	\$16,023,925							
9	\$271,911	\$1,757,489	\$11,770,258	\$650,000	\$1,713,445	\$15,891,192	\$16,163,103							
10	\$277,349	\$1,792,639	\$12,005,663	\$510,000	\$1,747,714	\$16,056,016	\$16,333,366							

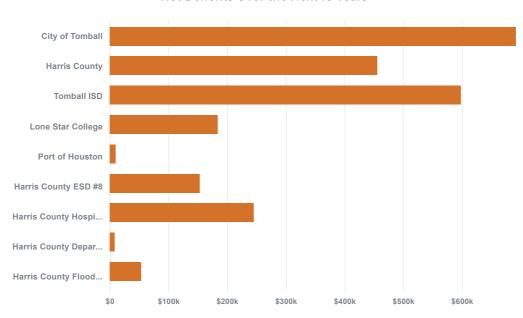
#### **Fiscal Impact Overview**

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

FISCAL NET BENEFITS OVER THE NEXT 10 YEARS											
	BENEFITS	COSTS	NET BENEFITS	PRESENT VALUE*							
City of Tomball	\$2,240,426	(\$1,548,661)	\$691,765	\$539,579							
Harris County	\$733,876	(\$278,544)	\$455,331	\$350,804							
Tomball ISD	\$1,639,496	(\$1,041,275)	\$598,221	\$458,273							
Lone Star College	\$183,586	\$0	\$183,586	\$140,110							
Port of Houston	\$9,794	\$0	\$9,794	\$7,474							
Harris County ESD #8	\$153,249	\$0	\$153,249	\$116,957							
Harris County Hospital District	\$244,719	\$0	\$244,719	\$186,766							
Harris County Department of Education	\$8,190	\$0	\$8,190	\$6,250							
Harris County Flood Control	\$52,977	\$0	\$52,977	\$40,431							
Total	\$5,266,313	(\$2,868,481)	\$2,397,832	\$1,846,646							

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

#### Net Benefits Over the Next 10 Years



## **Public Support Overview**

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

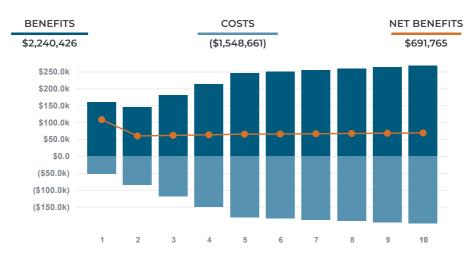
VALUE OF PUBLIC SUPPORT UNDER CONSIDERATION									
	NON-TAX INCENTIVE	TOTAL							
City of Tomball	\$80,000	\$80,000							
Harris County	\$0	\$0							
Tomball ISD	\$0	\$0							
Lone Star College	\$0	\$0							
Port of Houston	\$0	\$0							
Harris County ESD #8	\$0	\$0							
Harris County Hospital District	\$0	\$0							
Harris County Department of Education	\$0	\$0							
Harris County Flood Control	\$0	\$0							
Total	\$80,000	\$80,000							

## City of Tomball Fiscal Impact

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

PROJECT	HOUSEHOLDS	ТОТА
\$240,509	\$20,677	\$261,18
\$370,825	\$0	\$370,8
\$24,874	\$0	\$24,8
\$46,969	\$0	\$46,9
\$0	\$6,304	\$6,3
\$2,649	\$0	\$2,6
\$0	\$0	
\$877,229	\$88,964	\$966,1
\$50,381	\$5,089	\$55,4
\$459,360	\$46,597	\$505,9
\$2,072,795	\$167,631	\$2,240,4
PROJECT	HOUSEHOLDS	тот
(\$440,096)	(\$44,513)	(\$484,60
(\$966,137)	(\$97,916)	(\$1,064,0
(\$1,406,233)	(\$142,428)	(\$1,548,66
	\$370,825 \$24,874 \$46,969 \$0 \$2,649 \$0 \$877,229 \$50,381 \$459,360 \$2,072,795 PROJECT (\$440,096) (\$966,137)	\$370,825 \$0  \$24,874 \$0  \$46,969 \$0  \$0 \$6,304  \$2,649 \$0  \$0 \$0  \$0 \$0  \$0 \$0  \$0 \$0  \$10  \$2,649 \$0  \$0 \$0  \$10  \$2,649 \$0  \$10  \$2,649 \$0  \$10  \$2,649 \$10  \$10  \$10  \$10  \$10  \$10  \$10  \$10

#### Annual Fiscal Net Benefits for City of Tomball



### **City of Tomball Public Support**

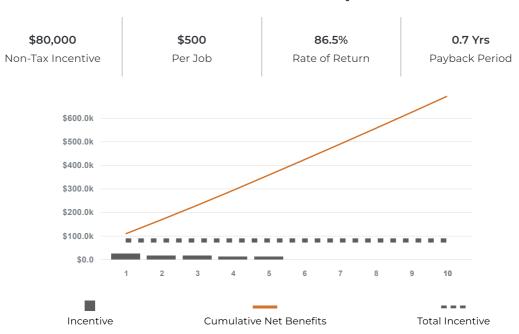
#### **Non-Tax Incentives**

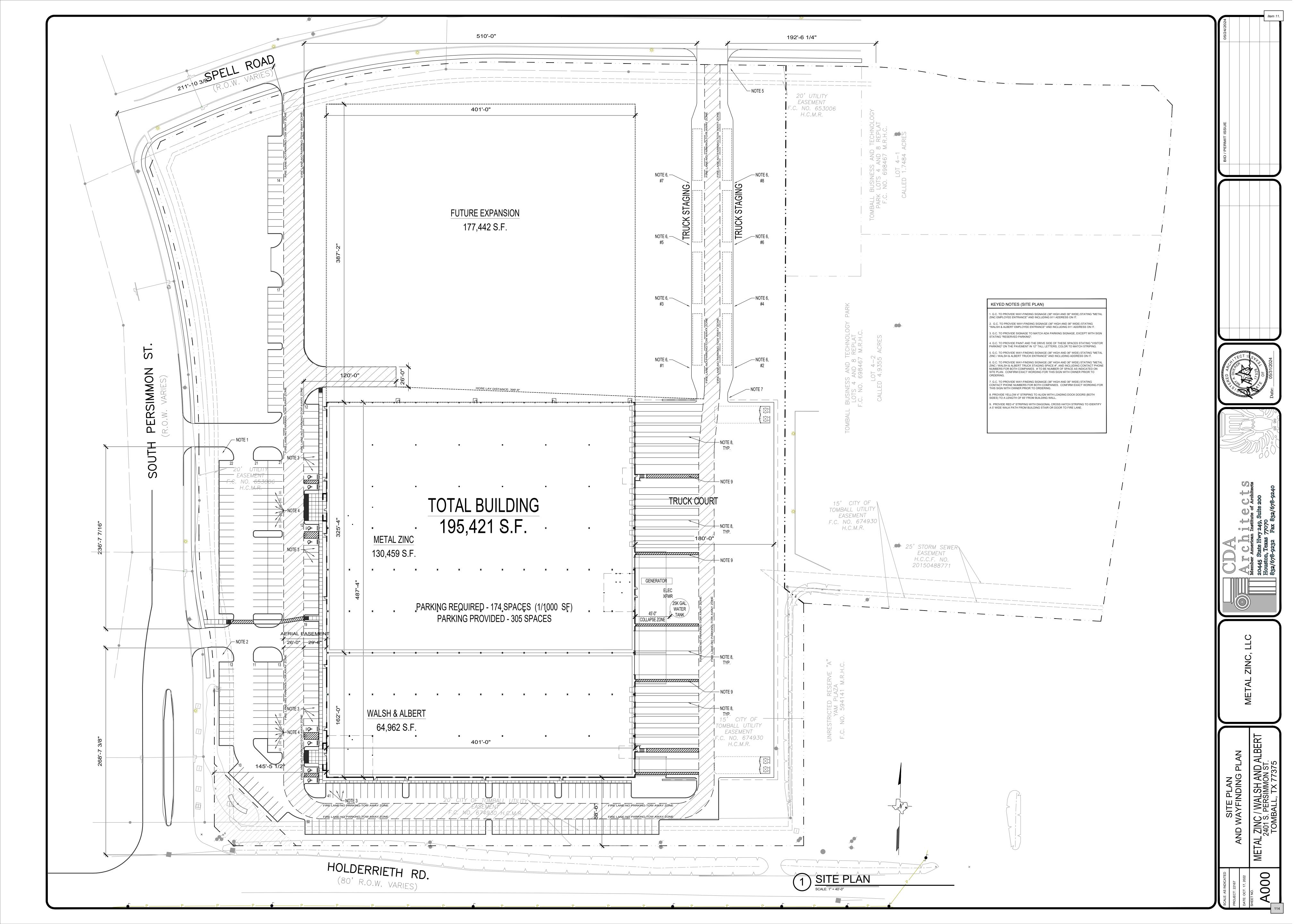
City of Tomball is considering the following non-tax incentives for the Project.

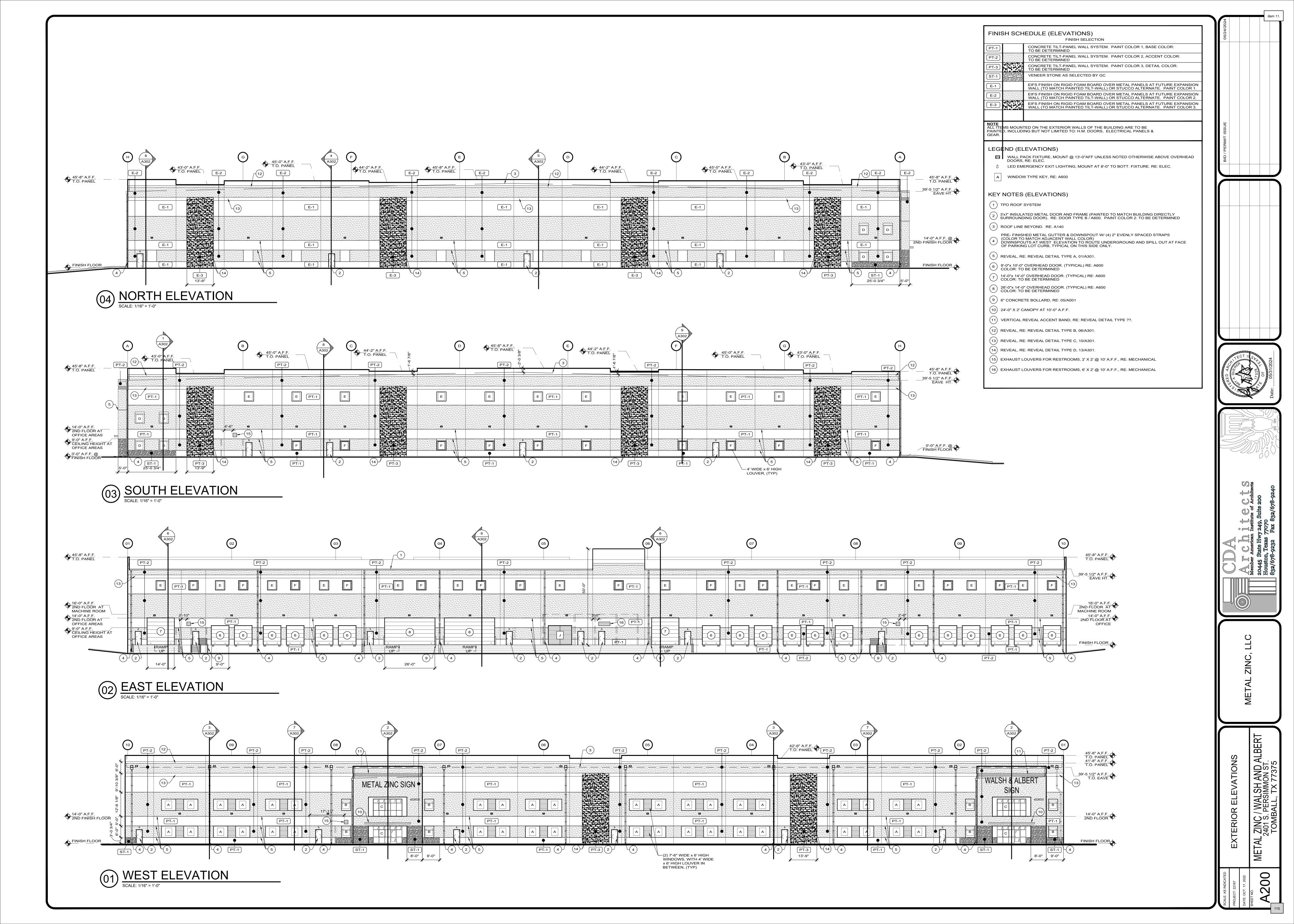
	NON-TAX INCENTIVES UNDER CONSIDERATION
YEAR	NON-TAX INCENTIVE
1	\$25,000
2	\$15,000
3	\$15,000
4	\$12,500
5	\$12,500
Total	\$80,000

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

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







#### **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 the Development Corporation Act, now Chapter 501 et seq of the Texas Local Government Code, located in Harris County, Texas (the "TEDC"), and **Metal Zinc Manufacturing LLC** (the "Company"), 19408 Kenswick Drive, Houston, TX 77338-8147.

#### 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 lease 131,600 square-feet of new office and warehouse space to be located at 2401 S Persimmon St, Tomball, TX 77375, (the "Property"), and more particularly described in Exhibit "A," attached hereto and made a part hereof; and

WHEREAS, the Company, currently located at 19408 Kenswick Drive, Houston, TX 77338, proposes to relocate its corporate headquarters to the Property, and as part of the process, plans to make capital investments including building improvements, fixed machinery and equipment and tangible personal property (the "Improvements") in an amount equal to at least Ten Million Dollars (\$10,000,000.00) as are necessary to occupy the Property and grow the business; and

**WHEREAS,** the Company also proposes to relocate one hundred and thirty (130) full-time employees to the Property and to create thirty (30) new jobs in Tomball within its first five years of operations at the Property; and

**WHEREAS**, the TEDC agrees to provide to the Company the sum of Eighty Thousand Dollars (\$80,000.00) to assist in the construction of the Improvements, the relocation of the 130 employees, and the creation of 30 new full-time jobs 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 suitable for the relocation of the corporate headquarters to the property, to promote and develop new business enterprises on the Property, and in furtherance of the creation and retention of primary jobs;

**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 4, the Company covenants and agrees that it will operate and maintain the proposed business for a term of at least five (5) years and will maintain thirty (30) full-time employees on the Property.

2.

The construction of the Improvements and the obtaining of all necessary occupancy permits from the City must occur within twenty-four (24) months from the Effective Date of this

Agreement. Extensions of these deadlines may be granted by the Board of Directors of the TEDC due to any extenuating circumstance or uncontrollable delay.

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 Eighty Thousand Dollars (\$80,000.00) to fund a portion of the cost of the Improvements, the relocation of the 130 employees, and the creation of 30 new employees to the Tomball operation. 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 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) certification that the Improvements have been constructed in accordance with the approved plans and specifications; (e) 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 (f) 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

Item 11.

If to Company: Metal Zinc Manufacturing LLC

19408 Kenswick Drive Houston, TX 77338-8147 Attn: Ryan Walsh, President

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.

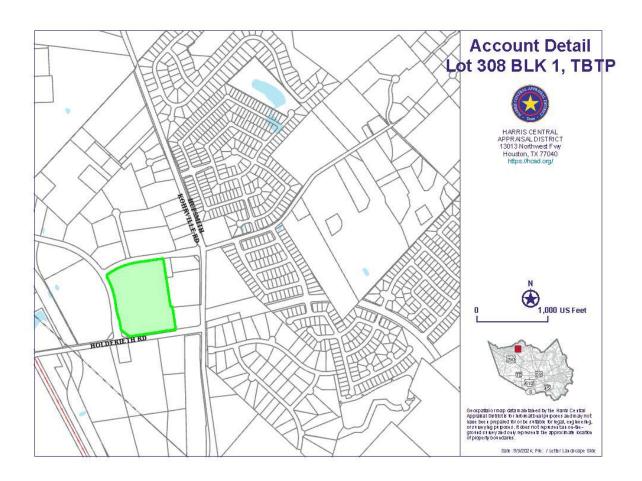
IN TESTIMONY OF WHICH, THIS A	AGREEMENT has been executed by the parties on this
day of 2024	(the "Effective Date").
	Metal Zinc Manufacturing LLC
	By:
	Name: Ryan Walsh
	Title: President
ATTEST:	
By:	
Name:	
Title:	_
	TOMBALL ECONOMIC DEVELOPMENT CORPORATION
	By:
	Name: Gretchen Fagan
	Title: President, Board of Directors
ATTEST:	
Ву:	
Name:	
Title: Secretary Board of Directors	

## **ACKNOWLEDGMENT**

THE STATE OF TEXAS §	
THE STATE OF TEXAS \$ \$ COUNTY OF HARRIS \$	
	ged before me on the day of al Zinc Manufacturing LLC, for and on behalf of said
	Notary Public in and for the State of Texas
	My Commission Expires:
(SEAL)	
ACK	KNOWLEDGMENT
THE STATE OF TEXAS §	
THE STATE OF TEXAS §  COUNTY OF HARRIS §	
	ged before me on the day of loard of Directors of the Tomball Economic Development orporation.
	Notary Public in and for the State of Texas
(SEAL)	My Commission Expires:

# Exhibit A Description of Property

Legal Description: LT 308 BLK 1, TOMBALL BUSINESS & TECHNOLOGY PARK 2ND R/P
Property Address: 2401 S Persimmon Ln, Tomball, TX 77375



Data	Sheet		Meeting Da	<b>ite:</b> August 13, 2024
Topic:			C	
	mball Economic Developme 024-2025 Tomball Economi	-	-	Session to discuss the Fiscal
Backg	round:			
Origin	ation: Kelly Violette, Exec	cutive Director, To	mball Economic Devel	opment Corporation
Recom	mendation:			
Party(i	ies) responsible for placing	this item on ager	Melly Viol	lette
FUND	ING (IF APPLICABLE)			
Are fun	ds specifically designated in th	ne current budget for	the full amount required	for this purpose?
Yes:	No:	If ye	es, specify Account Numb	oer: #
If no, fu	ands will be transferred from a	ecount #	To account	nt #
Signed		Ap	proved by	
	Staff Member-TEDC	Date	Executive Di	rector-TEDC Date

## Tomball Economic Development Corporation FY 2025 Proposed Budget October 1, 2024 to September 30, 2025

		FY 2022 Actuals		FY 2023 Actuals		FY 2024 Adopted Budget		FY 2024 Year End rojections	I	FY 2025 Proposed Budget
Beginning Fund Balance	\$	19,817,793	\$	24,567,773	\$	25,348,756		25,348,756	\$	28,582,078
REVENUE										
Sales Tax	\$	5,386,245	\$	5,575,735	\$	5,000,000	\$	5,800,000	\$	5,500,000
Interest		446,297		1,051,118		850,000		1,200,000		900,000
Grants		8,000		-		-		-		-
Other - Land Sales and Lease Payments		2,004,772		3,575,138		-		-		-
Total Revenue	\$	7,845,315	\$	10,201,990	\$	5,850,000	\$	7,000,000	\$	6,400,000
Total Available Resources	\$	27,663,108	\$	34,769,763	\$	31,198,756	\$	32,348,756	\$	34,982,078
EXPENDITURES										
Administrative										
Salaries - Administrative	\$	286,262	\$	367,897	\$	396,590	\$	396,590	\$	519,612
Benefits	•	144,759	Ť	174,250	•	184,808	Ť	184,808	•	267,618
Wages - Full-Time		28,036		44,203		48,087		48,027		49,468
Wages - Overtime		•		,		•		•		3,567
Wages - Other		21		569		3,000		-		7,500
Total Salaries and Benefits	\$	459,077	\$	586,918	\$	632,485	\$	629,425	\$	847,765
Other Personnel Expenditures										
Auto Allowances	\$	16,800	\$	16,800	\$	16,800	\$	16,800	\$	21,600
Phone Allowances		1,800		2,700		2,700		2,700		2,700
Local Travel Expense		90		364		500		600		1,000
Dues and Subscriptions		11,492		12,145		13,100		14,000		15,000
Seminar/Conference Registrations		10,349		11,438		18,000		9,500		18,000
Travel and Training		17,655		12,508		30,000		8,000		30,000
Total Other Personnel Expense	\$	58,185	\$	55,954	\$	81,100	\$	51,600	\$	88,300
Service and Supply Expenditures										
Contracted Administrative Services	\$	25,000	\$	25,000	\$	25,000	\$	25,000	\$	55,000
Bank Charges & Postage		2,197.75		82.29		3,500.00		250.00		1,000.00
Insurance		17,952.76		24,898.10		30,000.00		26,000.00		80,000.00
Computer Equipment & Maintenance		4,296.53		9,331.37		10,000.00		10,000.00		12,000.00
Communications Services		4,267.91		4,527.14		5,200.00		5,200.00		6,000.00
Legal Fees		4,690.53		9,228.50		40,000.00		7,500.00		40,000.00
Lease Expense-GTACC Office Equipment & Supplies		25,055.65		26,170.12		26,500.00		26,500.00 10,000.00		85,166.40 14,000.00
Office Equipment & Supplies Office Moving/Remodeling Exp.		4,259.31		6,826.75		10,000.00		10,000.00		100,500.00
Total Service and Supply Expense	\$	87,720	\$	106,064	\$	150,200	\$	110,450	\$	393,666
Total Administrative Expenditures	\$	604,982	\$	748,937	\$	863,785	\$	791,475	\$	1,329,731
Indirect Economic Development Exp.										
Chamber Guide	\$	8,354	\$	8,354	\$	8,400	\$	8,449	\$	8,500
Area Street Maps		-		3,875		-		-		4,000
Marketing		83,115		93,141		175,000		175,000		175,000
Economic Impact Model License		4,561		4,561		4,698		4,698		4,839
Event Sponsorships		8,038		17,354		29,000		25,000		29,000
Promotional Items		4,715		4,840		10,000		10,000		10,000
Printing		1,122		4,399		6,500		6,500		6,500
Website and GIS		12,100		23,725		25,000		25,000		25,000
Professional Services		306,423		356,208		750,000		285,000		750,000
Grow Tomball Initiative		-		10,450		20,000		20,000		20,000
Miscellaneous	_	44,914		6,220	_	15,000	•	15,000	_	25,000
Total Indirect Expenditures	\$	473,342	\$	533,127	\$	1,043,598	\$	574,647	\$	1,057,839

City Debt Service  Southside Sewer Plant (1999 CO-2/15/2019) Utilities Expansion (2002 CO-2/15/2022) Business Park Infrastructure (Series 2013) Medical Complex/Persimmon (Series 2016) COT 2024 Request Total Debt Service	\$ 370,000 537,663 222,222 1,129,885	\$ 539,463 222,222 761,685	\$ 546,013 222,222 768,235	\$ 546,013 222,222 768,235	\$ 547,313 222,222 1,000,000 1,769,535
Grants, Loans & Other Expenditures					
Project Grants Sales Tax Reimbursement Grants (380) Property Acquisition Business Improvement Grants- Current Year Business Improvement Grants- Prior Year Old Town Façade Grants- Current Year Old Town Façade Grants- Prior Year Old Town Projects South Live Oak Redevelopment Business Park Expenses First Baptist Church Expenses Summer Youth Employment Program Total Grants/Loans/Other	\$ 620,825 66,823 - 121,344 197,302 - 125,560 76,553 133,985	\$ 2,051,759 70,130 4,635,760 154,501 211,882 20,243 33,469 80,370 94,791 3,500 7,356,405	\$ 3,500,000 11,400 3,000,000 350,000 250,000 100,000 1,500,000 5,000,000 - 14,311,400	\$ 500,000 11,380 350,000 253,800 187,588 100,000 47,553 2,000 65,000 65,000 50,000	\$ 5,000,000 100,000 3,000,000 350,000 250,000 100,000 1,500,000 3,000,000 350,000 5,500,000 126,000
Total All Expenditures	\$ 3,550,602	\$ 9,400,153	\$ 16,987,018	\$ 3,766,678	\$ 23,557,105
Revenues Over (Under) Expenditures	\$ 4,294,712	\$ 801,837	\$ (11,137,018)	\$ 3,233,322	\$ (17,157,105)
Other Income/Losses on Investments	\$ (455,268)	\$ 20,855	\$ 	\$ -	\$ 
Ending Fund Balance	\$ 24,567,773	\$ 25,348,756	\$ 14,211,738	\$ 28,582,078	\$ 11,424,973

## **TEDC Debt Service Schedule**

	Se	ries 1999	Se	ries 2002	9	Series 2013	Se	ries 2016	Annual Paym		nual Payments
2016	\$	188,148	\$	370,000	\$	528,012.50				\$	1,086,160.50
2017	\$	188,148	\$	370,000	\$	530,912.50				\$	1,089,060.50
2018	\$	188,148	\$	370,000	\$	533,612.50				\$	1,091,760.50
2019	\$	188,148	\$	370,000	\$	536,112.50				\$	1,094,260.50
2020			\$	370,000	\$	533,462.50	\$	222,222		\$	1,125,684.50
2021			\$	370,000	\$	535,662.50	\$	222,222		\$	1,127,884.50
2022			\$	370,000	\$	537,662.50	\$	222,222		\$	1,129,884.50
2023					\$	539,462.50	\$	222,222		\$	761,684.50
2024					\$	546,012.50	\$	222,222		\$	768,234.50
2025					\$	547,312.50	\$	222,222		\$	769,534.50
2026					\$	548,412.50	\$	222,222		\$	770,634.50
2027					\$	548,737.50	\$	222,222		\$	770,959.50
2028					\$	548,275.00	\$	222,222		\$	770,497.00
2029					\$	551,925.00	\$	222,222		\$	774,147.00
2030					\$	549,056.25	\$	222,222		\$	771,278.25
2031					\$	549,600.00	\$	222,222		\$	771,822.00
2032					\$	549,075.00	\$	222,222		\$	771,297.00
2033					\$	548,100.00	\$	222,222		\$	770,322.00
2034							\$	222,222		\$	222,222.00
2035							\$	222,222		\$	222,222.00
2036							\$	222,222		\$	222,222.00
2037							\$	222,226		\$	222,226.00
Total	\$	752,592	\$ 2	2,590,000	\$ 9	9,761,406.25	\$ 4	1,000,000	ı r	\$	17,103,998.25

#### 2017-2019:

Southside Sewer Plant (1999 CO-2/15/2019) Utilities Expansion (2002 CO- 2/15/2022) Business Park Infrastructure (Series 2013)

#### 2020-2022:

Utilities Expansion (2002 CO- 2/15/2022)
Business Park Infrastructure (Series 2013)
Series 2016, Medical Complex Drive-Section 4B, Persimmon Street

#### 2023-2033:

Business Park Infrastructure (Series 2013)
Series 2016, Medical Complex Drive-Section 4B, Persimmon Street

#### 2034-2037:

Series 2016, Medical Complex Drive-Section 4B, Persimmon Street

## Tomball Economic Development Corporation FY 2024 - 2025 Budget Account Descriptions

#### **REVENUE**

- <u>Sales Tax</u>: Those revenues received from the State of Texas and through the City of Tomball for the \$0.005 portion of the \$0.020 sales tax revenues collected within the City limits of Tomball.
- <u>Interest</u>: Those revenues received from financial institutions for balances on hand and from funds that have been invested.
- <u>Grants</u>: Those revenues received from additional sources such as CenterPoint Energy for support of the Corporation's activities, including the Annual Economic Outlook Event, marketing collateral, and continuing education.
- Other: Those revenues received from the sale or lease of TEDC-owned property.

#### **EXPENDITURES**

#### **Administrative:**

- <u>Salaries Administrative</u>: The amount reimbursed to the City of Tomball for the salary paid to the Executive Director, Assistant Director, and Coordinator of the Tomball Economic Development Corporation. This amount includes holiday, vacation, sick, and longevity pay.
- <u>Benefits</u>: The amount reimbursed to the City of Tomball for the benefits paid to, or on behalf of, TEDC staff. This amount includes social security taxes, medicare taxes, employer matched funds to the Texas Municipal Retirement System, health insurance premiums, and worker compensation insurance.
- Wages: Wages for non-exempt (hourly) TEDC employees. Also includes overtime for hours worked during any FLSA-defined workweek, which exceeds 40 hours and are approved in advance by the Executive Director.

#### **Other Personnel Expenditures:**

- <u>Auto Allowances</u>: Monthly stipends for the Executive Director, Assistant Director, and Coordinator allocated to cover business travel expenses and mileage within a 50-mile radius of Tomball.
- <u>Phone Allowances</u>: Monthly stipends allocated to cover business-related cell phone expenses for eligible TEDC staff.

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- Local Travel Expenses: The amount allocated to cover business travel expenses and | Item 12. mileage within a 50-mile radius of Tomball for non-exempt TEDC staff.
- Dues and Subscriptions: Fees charged for memberships and related expenses to professional organizations, subscriptions and software.
- Seminar/Conference Registrations: Fees for the Tomball Economic Development Corporation staff and board members to attend conferences, events, and professional training seminars.
- Travel and Training: The costs associated with attending classes, seminars, events, trade shows and for related travel expenses. This includes hotel rooms where overnight stay is reasonable, the cost of related meals, airfare, and car rental where reasonable, parking and toll fees, and for mileage. Reimbursable mileage for exempt staff is limited to a destination that exceeds a 50-mile radius of the City of Tomball.

#### **Service and Supply Expenditures**

- Contracted Administrative Services: The cost of administrative services provided to the Tomball Economic Development Corporation by City of Tomball personnel as indicated in the Administrative Services Agreement entered into between the Tomball Economic Development Corporation and the City of Tomball.
- Bank Charges: The various service charges for maintaining a bank account, including wire transfer fees, safekeeping fees for investments, and actual operating account fees based on the account analysis.
- Insurance: The cost of surety bonding fees and insurance premiums including General Liability, Errors and Omissions, and Property.
- Computer Equipment and Maintenance: The cost of computer equipment and related expenses.
- Communication Services: The cost of telephone service, including land line phone base rate charges, DSL service, and long-distance charges.
- Legal Fees: Expenses incurred for legal services related to document and agreement preparation and obtaining advice and opinions from legal counsel related to Tomball Economic Development Corporation business activities.
- Lease Expense-GTACC: Payment to the Greater Tomball Area Chamber of Commerce for leased office space at 29201 Quinn Road, Suite A, Tomball, Texas.
- Office Equipment & Supplies: The cost of various office supplies, postage, and equipment.

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- <u>Chamber Guide</u>: Expenses related to the TEDC advertisement and publication of a map of the Tomball area in the annual Greater Tomball Area Chamber of Commerce magazine.
- <u>Area Street Maps</u>: The expenses incurred for the production and publication of maps of Tomball and the surrounding area that are issued free of charge to individuals and businesses to promote travel, tourism, and the commercial industry in Tomball.
- <u>Marketing</u>: Expenses related to marketing Tomball to attract business, industry, and visitors, including advertisements in printed and digital publications, information packages, brochures, and related marketing collateral material.
- <u>Economic Impact Model License</u>: The annual licensing fee for the economic impact analysis model utilized by the TEDC to calculate the economic impact of a prospect firm/project and related costs and benefits to the City of Tomball.
- Event Sponsorships: Costs to sponsor/co-sponsor events that foster relationships with businesses, site location consultants, brokers, real estate professionals, regional allies, and others influencing business location and capital investment decisions.
- <u>Promotional Items:</u> The costs associated with TEDC promotional products, giveaways, and event favors.
- <u>Printing:</u> The cost of printing various items including, but not limited to, Notice of Project/Public Hearing, brochures, presentation boards, community profiles, business resource guides, stationary, etc.
- Website and GIS: Costs to maintain the Tomball Economic Development Corporation's website, including web hosting, property database services, analytics platforms, and online GIS software.
- <u>Professional Services</u>: Consulting fees, engineering fees, photography, graphics and design services, and other professional services incurred in expanding the economic base of Tomball.
- <u>Grow Tomball Initiative</u>: Expenses related to developing a Grow Tomball initiative to highlight and promote local businesses, entrepreneurs, and products.
- <u>Miscellaneous</u>: Other expenses including, but not limited to, meals with potential business developers, name plates for Board meetings, post office box fees, etc.

#### **City Debt Service**

• <u>Southside Sewer Plant (1999 CO-2/15/2019)</u>: Contributions to debt repayment for the wastewater treatment plant built on the south side of Tomball to accommodate expanded industry in the City. Final debt payment was made in 2019.

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- <u>Utilities Expansion (2002 CO-2/15/2022)</u>: Contributions to debt repayment for the extension of utilities from FM 2920 south on Hufsmith-Kohrville Road to Holderrieth-Road, west to SH 249 and north to Theiss Road. Final debt payment was made in 2022.
- <u>Business Park (Series 2013):</u> Contributions to debt repayment for the construction of utilities, roads, drainage facilities, etc. for the Tomball Business and Technology Park Project located at the northwest corner of Hufsmith-Kohrville and Holderrieth Roads.
- Medical Complex/Persimmon (Series 2016): Contributions to debt repayment for the
  construction of utilities, roads, drainage facilities, etc. for the extension of Medical
  Complex Drive Segment 4B and South Persimmon Street from Agg Road/Medical
  Complex Drive south to the Tomball Business & Technology Park.

#### **Grants, Loans & Other Expenditures**

- <u>Project Grants</u>: Grant funds designated by the Tomball Economic Development Corporation's Board of Directors and approved by the Tomball City Council waiting for contract fulfillment in order to be disbursed.
- <u>Sales Tax Reimbursement Grants (380):</u> Sales tax reimbursements made in accordance with economic development incentive agreements approved by the Tomball Economic Development Corporation's Board of Directors and the Tomball City Council.
- <u>Property Acquisition</u>: Costs associated with the acquisition of land for economic development projects.
- <u>Business Improvement Grants- Current Year</u>: Funds allocated to enhance the economic development of the City of Tomball through matching grants for façade or exterior improvements to buildings, sign improvements, landscaping, or other exterior property improvements.
- <u>Business Improvement Grants- Prior Year</u>: Improvement grant funds approved in the prior fiscal year waiting for contract fulfillment in order to be disbursed.
- Old Town Façade Grants: Funds allocated to enhance the economic development of the City of Tomball through grants to property and business owners seeking to rehabilitate commercial buildings located in the Old Town Tomball area.
- Old Town Façade Grants- Prior Year: Improvement grant funds approved in the prior fiscal year waiting for contract fulfillment in order to be disbursed.
- <u>Old Town Revitalization Projects</u>: Targeted infrastructure improvements in Old Town Tomball including alleyways, parking, wayfinding, etc.
- <u>South Live Oak Redevelopment</u>: The costs associated with the redevelopment of the South Live Oak Business Park.

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Item 12.

• <u>Business Park Expenses</u>: Expenses related to the development and maintenance of the Tomball Business & Technology Park.

- <u>First Baptist Church Expenses</u>: Expenses related to the re-development and maintenance of the First Baptist Church Project.
- <u>Summer Youth Employment Program</u>: Funds allocated to enhance career readiness through paid internships in a variety of industries, giving hands-on-experience to create a crosswalk between existing industry and future workforce.

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# City of Tomball

Lori Klein Quinn Mayor

David Esquivel, PE City Manager

June 24, 2024

Tomball Economic Development Corporation Attn: Kelly Violette, Executive Director

RE: FY 2024-25 Funding request

Dear Kelly,

As we discussed in our budget meeting Tuesday June 11, here are the areas and projects that the City is recommending to budget and funded by the TEDC. There are ongoing projects that are requested to be funded such as the alley improvement project and Main Street rebuild project and new one-time park improvements and participation in large infrastructure projects by contributing to the debt service. These are one-time funded projects and will not be requested to be continually funded after the project is complete. However, the debt service contribution would be a reoccurring cost. The funding of debt service contributions will directly help with the impact to the overall ad valorem tax rate.

	Project	Description	Туре	Cost
1	Alley Improvements	Amenity package & design (300 Blks, N & S)	One time	~\$1 million
2	Main St. Rebuild*	Utility relocations (2025 - 2027)	One time	~\$4 million
3	Main St. Rebuild	Upsizing of trees – entire corridor	One time	~\$500,000
4	Park Improvements	Shade structures - Matheson Park	One time	\$200,000
5	Debt service contributions	Assist with large infrastructure	Reoccurring (1st yr)	\$1 million

<sup>\*</sup> The Main Street rebuild utility relocations could be much less depending on the conflicts with the design and condition assessment of the utilities and the projection is that the entire expenditure will happen over a couple of years.

Regarding personnel salaries, we are including in the City proposed budget a 3% cost of living adjustment and the funding of our performance-based merit program. Let me know if you have any questions.

mid Typime

Sincerely,

David Esquivel, PE

City Manager



# City of Tomball

ltem 12. **Lori Klein Quinn Mayor** 

David Esquivel, PE City Manager

July 2, 2024

Tomball Economic Development Corporation Attn: Kelly Violette, Executive Director 29201 Quinn Road, Suite B Tomball, Texas 77377

avid Treivel

RE: FY 2024-25 Administrative Services agreement adjustment

Dear Kelly,

As we discussed in our budget meeting Tuesday June 11, the compensation to the City for services provided to the TEDC (admin costs of finance, human resources, and audit) has been reviewed and estimated based on an allocation model (see attached). The model considers a proportionate amount of the personnel and services comparing TEDC and City activities. We have done a similar cost allocation model for the administrative services that support the ESD #15 contract.

Please consider incorporating and presenting this adjustment to your Board for the FY 2024-25 budget.

Sincerely,

David Esquivel, PE

City Manager

## **TEDC Cost Allocation Model**

Proportional Costs										
	FY 2024-2025 Budget									
	Percent	T	otal Cost	<b>Total TEDC</b>						
Human Resources	2%	\$	568,500	\$	9,320					
Finance										
Personnel										
Finance Director	5%	\$	196,660	\$	9,833					
Finance Manager	5%	\$	127,650	\$	6,383					
Accountant	10%	\$	100,355	\$	10,036					
Accounts Payable Specialist	10%	\$	87,995	\$	8,800					
Payroll Specialist	2%	\$	83,875	\$	1,375					
Non-Personnel										
Annual Financial Audit	10%	\$	96,000	\$	9,600					
Total Proportional Costs				\$	55,345					

### **Topic:**

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

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

Background:	:
-------------	---

Origina	tion: Kelly Violette, Exe	cutive Director,	Tomball Eco	nomic Development Corporat	ion
Recomn	nendation:				
Party(ie	s) responsible for placin	g this item on ag	genda:	Kelly Violette	
	NG (IF APPLICABLE) s specifically designated in t	he current budget	for the full an	nount required for this purpose?	
Yes:	No:	If	yes, specify	Account Number: #	
If no, fun	ds will be transferred from a	account #		To account #	
Signed			Approved by		
	Staff Member-TEDC	Date		Executive Director-TEDC	Date

Data Silect		Meeting Date:_	August 13, 2024
Topic:			
Reconvene into regular session and ta	ake action, if necessary, or	items discussed in	n Executive Session.
Background:			
Origination: Kelly Violette, Execut	tive Director		
Recommendation:			
Party(ies) responsible for placing the	his item on agenda:	Kelly Violette	
FUNDING (IF APPLICABLE)			
Are funds specifically designated in the	current budget for the full an	nount required for th	is purpose?
Yes: No:	If yes, specify	Account Number: #	<u> </u>
If no, funds will be transferred from acco	ount #	To account #	
Signed	Approved by		
Staff Member-TFDC	Date	Executive Director	:-TFDC Date

Data	Sneet			Meeting Date:_	August 13, 2024
Topic:					
	eration and possible action ation Fiscal Year 2024-2025		EDC to appre	ove the Tomball E	conomic Development
•	Public Hearing				
Backg	round:				
Recom	ation: Kelly Violette, Execute mendation:			-	ent Corporation
Party(	ies) responsible for placing	this item on a	igenda:	Kelly Violette	
Are fun	ING (IF APPLICABLE) ds specifically designated in the	_		-	· ·
Yes:	No:		ii yes, speciiy	Account Number: # To account #	+
11 110, 11	inds will be transferred from a	.count #		10 account #	
Signed			Approved by	,	
	Staff Member-TEDC	Date		Executive Director	r-TEDC Date

## Tomball Economic Development Corporation FY 2025 Proposed Budget October 1, 2024 to September 30, 2025

		FY 2022 Actuals		FY 2023 Actuals		FY 2024 Adopted Budget	•	FY 2024 Year End rojections		FY 2025 Proposed Budget
Beginning Fund Balance	\$	19,817,793	\$	24,567,773	\$	25,348,756	\$2	25,348,756	\$	28,582,078
REVENUE										
Sales Tax	\$	5,386,245	\$	5,575,735	\$	5,000,000	\$	5,800,000	\$	5,500,000
Interest	•	446,297	•	1,051,118	•	850,000	*	1,200,000	*	900,000
Grants		8,000		-		-		-		-
Other - Land Sales and Lease Payments		2,004,772		3,575,138		-		-		-
T / I D	•	7045045	•	40.004.000	•	5.050.000	•	7 000 000	•	0.400.000
Total Revenue	<u>\$</u>	7,845,315	<u></u>	10,201,990	\$	5,850,000	\$	7,000,000	\$	6,400,000
Total Available Resources	\$	27,663,108	\$	34,769,763	\$	31,198,756	\$ :	32,348,756	\$	34,982,078
EXPENDITURES										
Administrative										
Salaries - Administrative	\$	286,262	\$	367,897	\$	396,590	\$	396,590	\$	519,612
Benefits		144,759		174,250		184,808		184,808		267,618
Wages - Full-Time		28,036		44,203		48,087		48,027		49,468
Wages - Overtime										3,567
Wages - Other		21		569		3,000		-		7,500
Total Salaries and Benefits	\$	459,077	\$	586,918	\$	632,485	\$	629,425	\$	847,765
Other Personnel Expenditures										
Auto Allowances	\$	16,800	\$	16,800	\$	16,800	\$	16,800	\$	21,600
Phone Allowances		1,800		2,700		2,700		2,700		2,700
Local Travel Expense		90		364		500		600		1,000
Dues and Subscriptions		11,492		12,145		13,100		14,000		15,000
Seminar/Conference Registrations		10,349		11,438		18,000		9,500		18,000
Travel and Training		17,655		12,508		30,000		8,000		30,000
Total Other Personnel Expense	\$	58,185	\$	55,954	\$	81,100	\$	51,600	\$	88,300
Service and Supply Expenditures										
Contracted Administrative Services	\$	25,000	\$	25,000	\$	25,000	\$	25,000	\$	55,000
Bank Charges & Postage		2,197.75		82.29		3,500.00		250.00		1,000.00
Insurance		17,952.76		24,898.10		30,000.00		26,000.00		80,000.00
Computer Equipment & Maintenance		4,296.53		9,331.37		10,000.00		10,000.00		12,000.00
Communications Services		4,267.91		4,527.14		5,200.00		5,200.00		6,000.00
Legal Fees		4,690.53		9,228.50		40,000.00		7,500.00		40,000.00
Lease Expense-GTACC		25,055.65		26,170.12		26,500.00		26,500.00		85,166.40
Office Equipment & Supplies		4,259.31		6,826.75		10,000.00		10,000.00		14,000.00
Office Moving/Remodeling Exp. Total Service and Supply Expense	\$	87,720	\$	106,064	\$	150,200	\$	110,450	\$	100,500.00 393,666
Total Administrative Expenditures	\$	604,982	\$	748,937	\$	863,785	\$	791,475	\$	1,329,731
Total Administrative Expericitures	Φ	004,982	φ	740,937	φ	003,763	φ	791,475	φ	1,329,731
Indirect Economic Development Exp.										
Chamber Guide	\$	8,354	\$	8,354	\$	8,400	\$	8,449	\$	8,500
Area Street Maps		-		3,875		· -		-		4,000
Marketing		83,115		93,141		175,000		175,000		175,000
Economic Impact Model License		4,561		4,561		4,698		4,698		4,839
Event Sponsorships		8,038		17,354		29,000		25,000		29,000
Promotional Items		4,715		4,840		10,000		10,000		10,000
Printing		1,122		4,399		6,500		6,500		6,500
Website and GIS		12,100		23,725		25,000		25,000		25,000
Professional Services		306,423		356,208		750,000		285,000		750,000
Grow Tomball Initiative		-		10,450		20,000		20,000		20,000
Miscellaneous		44,914		6,220		15,000		15,000		25,000
Total Indirect Expenditures	\$	473,342	\$	533,127	\$	1,043,598	\$	574,647	\$	1,057,839

City Debt Service  Southside Sewer Plant (1999 CO-2/15/2019) Utilities Expansion (2002 CO-2/15/2022) Business Park Infrastructure (Series 2013) Medical Complex/Persimmon (Series 2016) COT 2024 Request Total Debt Service	\$ 370,000 537,663 222,222 1,129,885	\$ 539,463 222,222 761,685	\$ 546,013 222,222 768,235	\$ 546,013 222,222 768,235	\$ 547,313 222,222 1,000,000 1,769,535
Grants, Loans & Other Expenditures					
Project Grants Sales Tax Reimbursement Grants (380) Property Acquisition Business Improvement Grants- Current Year Business Improvement Grants- Prior Year Old Town Façade Grants- Current Year Old Town Façade Grants- Prior Year Old Town Projects South Live Oak Redevelopment Business Park Expenses First Baptist Church Expenses Summer Youth Employment Program Total Grants/Loans/Other	\$ 620,825 66,823 - 121,344 197,302 - 125,560 76,553 133,985	\$ 2,051,759 70,130 4,635,760 154,501 211,882 20,243 33,469 80,370 94,791 3,500 7,356,405	\$ 3,500,000 11,400 3,000,000 350,000 250,000 100,000 1,500,000 5,000,000 -	\$ 500,000 11,380 350,000 253,800 187,588 100,000 47,553 2,000 65,000 65,000 50,000	\$ 5,000,000 100,000 3,000,000 350,000 250,000 100,000 1,500,000 3,000,000 350,000 5,500,000 126,000
Total All Expenditures	\$ 3,550,602	\$ 9,400,153	\$ 16,987,018	\$ 3,766,678	\$ 23,557,105
Revenues Over (Under) Expenditures	\$ 4,294,712	\$ 801,837	\$ (11,137,018)	\$ 3,233,322	\$ (17,157,105)
Other Income/Losses on Investments	\$ (455,268)	\$ 20,855	\$ _	\$ -	\$ 
Ending Fund Balance	\$ 24,567,773	\$ 25,348,756	\$ 14,211,738	\$ 28,582,078	\$ 11,424,973

## **TEDC Debt Service Schedule**

	Se	ries 1999	Se	ries 2002	S	Series 2013	Se	ries 2016	Α	nnual Payments
2016	\$	188,148	\$	370,000	\$	528,012.50			\$	1,086,160.50
2017	\$	188,148	\$	370,000	\$	530,912.50			\$	1,089,060.50
2018	\$	188,148	\$	370,000	\$	533,612.50			\$	1,091,760.50
2019	\$	188,148	\$	370,000	\$	536,112.50			\$	1,094,260.50
2020			\$	370,000	\$	533,462.50	\$	222,222	\$	1,125,684.50
2021			\$	370,000	\$	535,662.50	\$	222,222	\$	1,127,884.50
2022			\$	370,000	\$	537,662.50	\$	222,222	\$	1,129,884.50
2023					\$	539,462.50	\$	222,222	\$	761,684.50
2024					\$	546,012.50	\$	222,222	\$	768,234.50
2025					\$	547,312.50	\$	222,222	\$	769,534.50
2026					\$	548,412.50	\$	222,222	\$	770,634.50
2027					\$	548,737.50	\$	222,222	\$	770,959.50
2028					\$	548,275.00	\$	222,222	\$	770,497.00
2029					\$	551,925.00	\$	222,222	\$	774,147.00
2030					\$	549,056.25	\$	222,222	\$	771,278.25
2031					\$	549,600.00	\$	222,222	\$	771,822.00
2032					\$	549,075.00	\$	222,222	\$	771,297.00
2033					\$	548,100.00	\$	222,222	\$	770,322.00
2034							\$	222,222	\$	222,222.00
2035							\$	222,222	\$	222,222.00
2036							\$	222,222	\$	222,222.00
2037							\$	222,226	\$	222,226.00

Total \$ 752,592 \$ 2,590,000 \$ 9,761,406.25 \$ 4,000,000

17,103,998.25

#### 2017-2019:

Southside Sewer Plant (1999 CO-2/15/2019) Utilities Expansion (2002 CO- 2/15/2022) Business Park Infrastructure (Series 2013)

#### 2020-2022:

Utilities Expansion (2002 CO- 2/15/2022) Business Park Infrastructure (Series 2013) Series 2016, Medical Complex Drive-Section 4B, Persimmon Street

#### 2023-2033:

Business Park Infrastructure (Series 2013) Series 2016, Medical Complex Drive-Section 4B, Persimmon Street

#### 2034-2037:

Series 2016, Medical Complex Drive-Section 4B, Persimmon Street

## Tomball Economic Development Corporation FY 2024 - 2025 Budget Account Descriptions

#### **REVENUE**

- <u>Sales Tax</u>: Those revenues received from the State of Texas and through the City of Tomball for the \$0.005 portion of the \$0.020 sales tax revenues collected within the City limits of Tomball.
- <u>Interest</u>: Those revenues received from financial institutions for balances on hand and from funds that have been invested.
- <u>Grants</u>: Those revenues received from additional sources such as CenterPoint Energy for support of the Corporation's activities, including the Annual Economic Outlook Event, marketing collateral, and continuing education.
- Other: Those revenues received from the sale or lease of TEDC-owned property.

#### **EXPENDITURES**

#### **Administrative:**

- <u>Salaries Administrative</u>: The amount reimbursed to the City of Tomball for the salary paid to the Executive Director, Assistant Director, and Coordinator of the Tomball Economic Development Corporation. This amount includes holiday, vacation, sick, and longevity pay.
- <u>Benefits</u>: The amount reimbursed to the City of Tomball for the benefits paid to, or on behalf of, TEDC staff. This amount includes social security taxes, medicare taxes, employer matched funds to the Texas Municipal Retirement System, health insurance premiums, and worker compensation insurance.
- <u>Wages</u>: Wages for non-exempt (hourly) TEDC employees. Also includes overtime for hours worked during any FLSA-defined workweek, which exceeds 40 hours and are approved in advance by the Executive Director.

#### **Other Personnel Expenditures:**

- <u>Auto Allowances</u>: Monthly stipends for the Executive Director, Assistant Director, and Coordinator allocated to cover business travel expenses and mileage within a 50-mile radius of Tomball.
- <u>Phone Allowances</u>: Monthly stipends allocated to cover business-related cell phone expenses for eligible TEDC staff.

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- Dues and Subscriptions: Fees charged for memberships and related expenses to professional organizations, subscriptions and software.
- Seminar/Conference Registrations: Fees for the Tomball Economic Development Corporation staff and board members to attend conferences, events, and professional training seminars.
- Travel and Training: The costs associated with attending classes, seminars, events, trade shows and for related travel expenses. This includes hotel rooms where overnight stay is reasonable, the cost of related meals, airfare, and car rental where reasonable, parking and toll fees, and for mileage. Reimbursable mileage for exempt staff is limited to a destination that exceeds a 50-mile radius of the City of Tomball.

#### **Service and Supply Expenditures**

- Contracted Administrative Services: The cost of administrative services provided to the Tomball Economic Development Corporation by City of Tomball personnel as indicated in the Administrative Services Agreement entered into between the Tomball Economic Development Corporation and the City of Tomball.
- Bank Charges: The various service charges for maintaining a bank account, including wire transfer fees, safekeeping fees for investments, and actual operating account fees based on the account analysis.
- Insurance: The cost of surety bonding fees and insurance premiums including General Liability, Errors and Omissions, and Property.
- Computer Equipment and Maintenance: The cost of computer equipment and related expenses.
- Communication Services: The cost of telephone service, including land line phone base rate charges, DSL service, and long-distance charges.
- Legal Fees: Expenses incurred for legal services related to document and agreement preparation and obtaining advice and opinions from legal counsel related to Tomball Economic Development Corporation business activities.
- Lease Expense-GTACC: Payment to the Greater Tomball Area Chamber of Commerce for leased office space at 29201 Quinn Road, Suite A, Tomball, Texas.
- Office Equipment & Supplies: The cost of various office supplies, postage, and equipment.

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#### **Indirect Economic Development Expenditures:**

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- <u>Chamber Guide</u>: Expenses related to the TEDC advertisement and publication of a map of the Tomball area in the annual Greater Tomball Area Chamber of Commerce magazine.
- <u>Area Street Maps</u>: The expenses incurred for the production and publication of maps of Tomball and the surrounding area that are issued free of charge to individuals and businesses to promote travel, tourism, and the commercial industry in Tomball.
- <u>Marketing</u>: Expenses related to marketing Tomball to attract business, industry, and visitors, including advertisements in printed and digital publications, information packages, brochures, and related marketing collateral material.
- <u>Economic Impact Model License</u>: The annual licensing fee for the economic impact analysis model utilized by the TEDC to calculate the economic impact of a prospect firm/project and related costs and benefits to the City of Tomball.
- Event Sponsorships: Costs to sponsor/co-sponsor events that foster relationships with businesses, site location consultants, brokers, real estate professionals, regional allies, and others influencing business location and capital investment decisions.
- <u>Promotional Items:</u> The costs associated with TEDC promotional products, giveaways, and event favors.
- <u>Printing:</u> The cost of printing various items including, but not limited to, Notice of Project/Public Hearing, brochures, presentation boards, community profiles, business resource guides, stationary, etc.
- Website and GIS: Costs to maintain the Tomball Economic Development Corporation's website, including web hosting, property database services, analytics platforms, and online GIS software.
- <u>Professional Services</u>: Consulting fees, engineering fees, photography, graphics and design services, and other professional services incurred in expanding the economic base of Tomball.
- <u>Grow Tomball Initiative</u>: Expenses related to developing a Grow Tomball initiative to highlight and promote local businesses, entrepreneurs, and products.
- <u>Miscellaneous</u>: Other expenses including, but not limited to, meals with potential business developers, name plates for Board meetings, post office box fees, etc.

### **City Debt Service**

• <u>Southside Sewer Plant (1999 CO-2/15/2019)</u>: Contributions to debt repayment for the wastewater treatment plant built on the south side of Tomball to accommodate expanded industry in the City. Final debt payment was made in 2019.

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- <u>Utilities Expansion (2002 CO-2/15/2022)</u>: Contributions to debt repayment for the extension of utilities from FM 2920 south on Hufsmith-Kohrville Road to Holderrieth-Road, west to SH 249 and north to Theiss Road. Final debt payment was made in 2022.
- <u>Business Park (Series 2013):</u> Contributions to debt repayment for the construction of utilities, roads, drainage facilities, etc. for the Tomball Business and Technology Park Project located at the northwest corner of Hufsmith-Kohrville and Holderrieth Roads.
- <u>Medical Complex/Persimmon (Series 2016)</u>: Contributions to debt repayment for the construction of utilities, roads, drainage facilities, etc. for the extension of Medical Complex Drive Segment 4B and South Persimmon Street from Agg Road/Medical Complex Drive south to the Tomball Business & Technology Park.

### **Grants, Loans & Other Expenditures**

- <u>Project Grants</u>: Grant funds designated by the Tomball Economic Development Corporation's Board of Directors and approved by the Tomball City Council waiting for contract fulfillment in order to be disbursed.
- <u>Sales Tax Reimbursement Grants (380):</u> Sales tax reimbursements made in accordance with economic development incentive agreements approved by the Tomball Economic Development Corporation's Board of Directors and the Tomball City Council.
- <u>Property Acquisition</u>: Costs associated with the acquisition of land for economic development projects.
- <u>Business Improvement Grants- Current Year</u>: Funds allocated to enhance the economic development of the City of Tomball through matching grants for façade or exterior improvements to buildings, sign improvements, landscaping, or other exterior property improvements.
- <u>Business Improvement Grants- Prior Year</u>: Improvement grant funds approved in the prior fiscal year waiting for contract fulfillment in order to be disbursed.
- Old Town Façade Grants: Funds allocated to enhance the economic development of the City of Tomball through grants to property and business owners seeking to rehabilitate commercial buildings located in the Old Town Tomball area.
- Old Town Façade Grants- Prior Year: Improvement grant funds approved in the prior fiscal year waiting for contract fulfillment in order to be disbursed.
- <u>Old Town Revitalization Projects</u>: Targeted infrastructure improvements in Old Town Tomball including alleyways, parking, wayfinding, etc.
- <u>South Live Oak Redevelopment</u>: The costs associated with the redevelopment of the South Live Oak Business Park.

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• <u>Business Park Expenses</u>: Expenses related to the development and maintenance of the Tomball Business & Technology Park.

Item 15.

- <u>First Baptist Church Expenses</u>: Expenses related to the re-development and maintenance of the First Baptist Church Project.
- <u>Summer Youth Employment Program</u>: Funds allocated to enhance career readiness through paid internships in a variety of industries, giving hands-on-experience to create a crosswalk between existing industry and future workforce.

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# City of Tomball

ltem 15. Lori Klein Quinn Mayor

David Esquivel, PE City Manager

June 24, 2024

Tomball Economic Development Corporation Attn: Kelly Violette, Executive Director

RE: FY 2024-25 Funding request

Dear Kelly,

As we discussed in our budget meeting Tuesday June 11, here are the areas and projects that the City is recommending to budget and funded by the TEDC. There are ongoing projects that are requested to be funded such as the alley improvement project and Main Street rebuild project and new one-time park improvements and participation in large infrastructure projects by contributing to the debt service. These are one-time funded projects and will not be requested to be continually funded after the project is complete. However, the debt service contribution would be a reoccurring cost. The funding of debt service contributions will directly help with the impact to the overall ad valorem tax rate.

	Project	Description	Туре	Cost
1	Alley Improvements	Amenity package & design (300 Blks, N & S)	One time	~\$1 million
2	Main St. Rebuild*	Utility relocations (2025 - 2027)	One time	~\$4 million
3	Main St. Rebuild	Upsizing of trees – entire corridor	One time	~\$500,000
4	Park Improvements	Shade structures - Matheson Park	One time	\$200,000
5	Debt service contributions	Assist with large infrastructure	Reoccurring (1st yr)	\$1 million

<sup>\*</sup> The Main Street rebuild utility relocations could be much less depending on the conflicts with the design and condition assessment of the utilities and the projection is that the entire expenditure will happen over a couple of years.

Regarding personnel salaries, we are including in the City proposed budget a 3% cost of living adjustment and the funding of our performance-based merit program. Let me know if you have any questions.

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Sincerely,

David Esquivel, PE

City Manager



# City of Tomball

ltem 15.

Lori Klein Quinn

Mayor

David Esquivel, PE City Manager

July 2, 2024

Tomball Economic Development Corporation Attn: Kelly Violette, Executive Director 29201 Quinn Road, Suite B Tomball, Texas 77377

RE: FY 2024-25 Administrative Services agreement adjustment

Dear Kelly,

As we discussed in our budget meeting Tuesday June 11, the compensation to the City for services provided to the TEDC (admin costs of finance, human resources, and audit) has been reviewed and estimated based on an allocation model (see attached). The model considers a proportionate amount of the personnel and services comparing TEDC and City activities. We have done a similar cost allocation model for the administrative services that support the ESD #15 contract.

Please consider incorporating and presenting this adjustment to your Board for the FY 2024-25 budget.

Sincerely,

David Esquivel, PE
City Manager

401 MARKET STREET • TOMBALL, TEXAS 77375-4645 • 281-351-5484

# **TEDC Cost Allocation Model**

Proportional Costs					
<u> </u>		FY 20	24-2025 Bu	dget	
	Percent	T	otal Cost	T	otal TEDC
Human Resources	2%	\$	568,500	\$	9,320
Finance					
Personnel					
Finance Director	5%	\$	196,660	\$	9,833
Finance Manager	5%	\$	127,650	\$	6,383
Accountant	10%	\$	100,355	\$	10,036
Accounts Payable Specialist	10%	\$	87,995	\$	8,800
Payroll Specialist	2%	\$	83,875	\$	1,375
Non-Personnel					
Annual Financial Audit	10%	\$	96,000	\$	9,600
Total Proportional Costs				\$	55,345

# Regular Tomball EDC Agenda Item Data Sheet

**Meeting Date:** August 13, 2024

### **Topic:**

Consideration and possible action by Tomball EDC to approve out-of-state travel for FY 2024-2025 for TEDC Staff to attend conferences and trainings for professional and business development purposes.

### **Background:**

Approval for out-of-state travel is being requested by TEDC staff to attend conferences and training courses in accordance with the 2024-2025 Fiscal Year Budget. Continuing education is required for staff to stay current with leading-edge strategies and techniques, legislative issues, and new technologies impacting the industry. Economic development conferences are excellent resources for learning from economic development experts on issues, trends, and best practices. Additionally, attendance at IEDC and SEDC Annual Conferences allow TEDC staff to earn recertification points to maintain their CEcD designation.

The 2024-2025 Out of State conference list is below:

# **International Economic Development Council (IEDC):**

2025 Leadership Summit February 23-25, 2025 Washington, DC

2025 Annual Conference September 14-17, 2025 Detroit, MI

## **American Planning Association (APA):**

2025 National Planning Conference March 29-April 1, 2025 Denver, CO

### **Southern Economic Development Council (SEDC):**

2025 SEDC Annual Conference August 10-12, 2025 Oklahoma City, OK

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

Recommendation: Staff recommends approval of out-of-state travel for FY 2024-2025. 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: # Seminars and Conference Registration If no, funds will be transferred from account # To account # Signed Approved by Date Staff Member-TEDC Date **Executive Director-TEDC** 

# Regular Tomball EDC Agenda Item Data Sheet

		Meeting Date:_	August 13, 2024
Topic:			
Consideration and possible action regarding Old Town Façade Improvement Grant Progra	•	-	ent Grant Program and
Background:			
Tomball City Council has requested that the T Improvement Grant (BIG) Program and the O include the addition of the Tomball Councilm Additionally, Council is requesting that all im and Council for review and approval.	ld Town Façade I ember - TEDC Li	Improvement Gran aison to the Revie	t (FIG) Program to w Committee.
The attached BIG and FIG Guidelines and Cr	iteria have been re	evised to reflect the	ese proposed changes.
Origination: Kelly Violette, Executive Dire	ctor		
Recommendation:			
Party(ies) responsible for placing this item	on agenda:	Kelly Violette	
FUNDING (IF APPLICABLE)  Are funds specifically designated in the current by  Yes:  No:  If no funds will be transferred from account #	-	Account Number: #	
If no, funds will be transferred from account #		To account #	
Signed	Approved by		



# **Business Improvement Grant Program Guidelines and Criteria**

## Section 1. Purpose

The purpose of this program is to promote the development and expansion of new and existing business enterprises within the City of Tomball, Texas (the "City"), and enhance the economic welfare of the citizens of the City by securing and retaining business enterprises and maintaining a higher level of employment, economic activity, and stability.

## Section 2. Type and amount of grants

# A. Façade Improvement:

Exterior front façade enhancements. Improvements may be considered if located on a corner or paralleling an internal public space such as a park, parking lot, pedestrian way, or visible from a public right-of-way. Improvements to store facade including, but not limited to:

- exterior painting that incorporates a major visual change (Maintenance painting does not apply.);
- significant masonry cleaning and/or restoration;
- addition of awnings (business logo & letters on awnings are acceptable);
- enhanced exterior building lighting that creates a noticeably enhanced appearance (Replacement of current lighting that is simply repair does not enhance the appearance of the building, such as replacement of inoperable fixtures and is not included.);
- store front entry systems and individual windows and door replacement or modification (if part of an overall design restoration; general building maintenance repairs are not included);
- new or restored façade elements, such as cornices, soffits, canopies, and other detail elements.

The grant amount may be up to 50% of the cost of such improvement, up to a maximum of \$10,000

# B. Sign Improvement:

New signs and/or major renovations or removal of existing signs. Typically LED Signs are not approved but may be reviewed on a case-by-case basis if integrated into an overall sign.

The grant amount may be up to \$2,500 for an existing business and \$1,000 for a new business.

# C. <u>Property Improvement:</u>

Items such as, but not limited to, parking lot resurfacing, striping, driveway improvement, lighting, decorative fencing, pedestrian oriented/streetscape amenities, including street furniture, new curb and sidewalk, and related amenities, demolition and/or removal of a dilapidated structure

The grant amount may be up to 50% of the cost of such improvement, up to a maximum of \$10,000

# D. <u>Landscaping Improvement:</u>

Material such as, but not limited to, grass, ground covers, shrubs, vines, hedges, trees or palms, landscape lighting and non-living durable materials that are commonly used in landscaping such as, but not limited to, rocks, pebbles, sand, , but excluding paving. (All living materials will be reviewed at 25% of the cost if irrigation is not present or will be applied)

The grant amount may be up to 50% of the cost of such improvement, up to a maximum of \$10,000

# E. Mega Grant:

A mega grant for up to \$50,000 may be awarded for an improvement project that encompasses a multi-tenant retail, commercial, or service center.

The Project must make a minimum private investment amount of \$100,000 in order to be eligible for the Mega grant bringing the total project investment to at least \$150,000.

Mega grants will be reviewed competitively based upon location, existing property conditions, quality of improvements, and need. Special consideration will be given to projects visible from SH 249/SH 249 Business, FM 2920, or located in the downtown district.

The recipient of a Mega grant award would not be eligible for additional BIG funds at the same project site in the fiscal year the Mega grant was approved.

Application for Mega Grant must be made by the authorized Property Management Company or Property Owner and not on a tenant by tenant basis.

### Section 3. Eligibility

- A. All buildings and facilities located within the City at the time of adoption of these guidelines shall be eligible for this program.
- B. Any new business planning to locate within the City, or any business currently located within the city limits, shall be eligible for this program.
- C. A *business* is defined as an occupation, profession, or trade in the purchase or sale of goods or services in an attempt to make a profit.
- D. The proposed project must comply with applicable zoning regulations, city-approved planning studies, comprehensive plan designations, City Ordinances, Building Codes, and Americans with Disabilities Act Guidelines.
- E. Grants may not be used for refinancing existing loans, working capital, inventory, permits, inspections, security fencing or gates, home occupations, roof repair or replacement, interior remodeling, new construction, and routine maintenance of landscaping and signage (with the exception of letters/logos on new awnings).

#### Section 4. Guidelines

- A. Proof of the applicant's ownership of the subject facility or facilities, or proof that the owner of such facility has approved the application for such grant funds, shall be required.
- B. The owner of a business to be operated within a leased facility, and the owner of such lease facility, must apply jointly for the program. Copies of a lease agreement and proof of ownership of the leased facility shall be required.
- C. A business or property owner may apply for one (1) or more of the four (4) types of grants per physical location (address) set forth herein within any fiscal year (October 1 to September 30). A business that receives grant funding during a fiscal year shall not be precluded from making subsequent applications for funding in following years.

- D. The maximum amount of funding available to any one applicant, business establishment, or property owner at one physical location (address) shall be \$30,000.00 per fiscal year unless applying for the mega grant.
- E. All grants are reimbursement grants and will only be funded after completion of the project in accordance with drawings and specifications approved by the Business Retention and Expansion Committee (BR&E Committee) or by the TEDC Board of Directors and Tomball City Council for MEGA Grants, and after the applicant submits to the TEDC proof of paid receipts for all applicable labor and materials. Digital photographs of the completed work shall also be required.
- F. Reimbursement grants are a cash payment of up to the approved percentage of funds expended by the applicant on the improvements and are not to exceed the limits set forth in Section 2(A), (B), and (C) hereof. In-kind contributions to the improvements by the applicant will not be considered as an expenditure by the applicant. Only cash expenditures by the applicant may be used in calculating the cost of improvements.
- G. The applicant shall be obligated to make the improvements in accordance with the approved application application submitted to and approved by the BR&E Committee. Thereafter, any modifications must first receive written approval by either the BR&E Committee or the TEDC Executive Director. Failure to obtain such written approval prior to making any such modifications shall render the applicant ineligible to receive grant funding.
- H. The applicant shall be responsible for obtaining all applicable permits related to the improvement project, and failure to do so will render the applicant ineligible to receive grant funding.
- I. The improvements, as presented in the application, must be completed in their entirety. Failure to complete all of the stated improvements shall render the applicant ineligible to receive grant funding.
- J. Upon approval of a grant application, and during the construction of the improvements, a representative or representatives of the TEDC shall have the right, at all reasonable times, to have access to and inspect the work in progress.
- K. The applicant shall not begin any improvements prior to receiving written approval of grant funding from the TEDC.
- L. The applicant must complete the improvement project within nine (9) months of receiving written approval therefore from the TEDC. Failure to complete the improvements within the required time period shall result in the loss of the grant funds allocated for the project. Time extensions may be granted at the discretion of the BR&E Committee.
- M. Approval of all applications shall be with the understanding and agreement that, in the event the business (applicant) fails to remain open, or the business or property is sold or transferred and subsequently closes, within twelve (12) months

after the funding of the grant, the applicant shall be considered in default of its obligations under the grant, and shall be required to reimburse the TEDC the grant money received.

- N. The applicant must agree that, in the event of default of its obligations, the applicant shall repay to the TEDC the amount of grant funds it has received, with interest, at the rate of 10% per annum, within thirty (30) days after the TEDC notifies the applicant of the default. The form of such payment shall be a cashier's check or money order, made payable to the Tomball Economic Development Corporation.
- O. The applicant must certify that the applicant does not employ nor will it employ any undocumented workers (an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in that manner in the United States). The applicant must agree that if, after receiving grant funds, it is convicted of a violation under 8 U.S.C. Section 1324a(f), the applicant shall repay the amount of the grant funds received by the applicant, with interest, at the rate of 10% per annum, within thirty (30) days after the TEDC notifies the applicant of the violation.
- P. The TEDC shall have the authority to bring a civil action to recover any amounts that the applicant must repay to the TEDC under paragraphs M, N, and O of this Section, and in such action may recover court costs and reasonable attorney's fees.

# **Section 5.** Application and Approval

- A. Applications must be made on a form provided by the TEDC, which form shall be made available at the TEDC offices located at 29201 Quinn Road, Suite B, Tomball, TX 77375 and on the TEDC website at www.tomballtxedc.org.
- B. The grant application must include:
  - Request Letter describing proposed project and the need for grant funds
  - Establishment of business entity name (Copy of Article of Incorporation, dba, etc.)
  - Copy of Lease Agreement (if facility is leased)
  - Legal description of subject property
  - Vicinity map of subject property
  - Estimates of proposed improvements. This quote shall be utilized only for the purpose of determining the amount of grant needed for the project and any costs incurred in obtaining the quote shall be the responsibility of the applicant, not the TEDC.

- o Itemized work estimates which include details and information such as color samples of paint, fabric, sign material
- Digital Picture of Property and the area to be improved
- Notarized Seal on Application
- Acknowledge that a sign will be placed at your property stating TEDC Business Improvement Grant Recipient
- C. All applications, except MEGA Grants, must be approved by the BR&E Committee which consists of:

**TEDC Executive Director** 

**TEDC** Assistant Director

**TEDC** Coordinator

Representative of the Greater Tomball Area Chamber of Commerce

One (1) TEDC Board Member

Tomball Councilmember - TEDC Liaison

- D. MEGA Grants will be reviewed by the BR&E Committee and submitted to the TEDC Board of Directors and Tomball City Council for final approval.
- E. An applicant shall be notified, in writing, within (10) ten business days of the BR&E Committee's decision to approve or disapprove its application.
- F. The TEDC may award grant funds to an applicant, with certain provisions, conditions, or other requirements that the TEDC deems necessary or appropriate.

# **Section 6.** Funding

- A. Upon notification to the TEDC by the applicant that a project has been completed, an inspection by a TEDC representative or representatives shall be made to confirm that such project has been completed in accordance with the application or any approved modifications thereto. Such notification shall include, but not be limited to, documentation of paid receipts for materials, labor, permits, inspection reports, an affidavit stating that all contractors and subcontractors providing work and/or materials in the construction of the project improvements have been paid and any and all liens and claims regarding such work have been released, or any other item that the TEDC may reasonably deem necessary for determining the project's completion.
- B. The TEDC agrees to distribute such funds to the applicant within thirty (30) days following the inspection required in paragraph (A) hereof, and confirmation of completion of the project in accordance with the application or any approved modifications thereto. The Executive Director of the TEDC shall issue a letter to the TEDC Board of Directors notifying them of the funding action to be taken. A copy of such letter shall also be provided to the applicant.
- C. Within ten (10) business days following an inspection and the presentation of the receipts as provided in Section 6(A) above, and after a determination is made by the TEDC's representative that the project has not been completed in accordance with the application, or any approved modifications thereof, the Executive

Director shall issue a letter to the applicant indicating any and all areas of non-compliance.

The applicant shall then have sixty (60) days, from the date of such letter, to make the modifications necessary to bring the project into compliance. Failure to complete such modifications within said sixty-day period shall be deemed a default of applicant's obligations under the grant, and the applicant shall be ineligible to receive grant funding.

D. Available funding: The TEDC has budgeted \$350,000 per the current fiscal year (October 1 to September 30) to fund this grant program. Grant applications received after the available funding has been exhausted may be accepted and held until the following fiscal year. The TEDC retains sole discretion to accept or reject applications received after the available funding has been exhausted.

#### Section 7. Miscellaneous

- A. THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION SHALL DELIVER A COPY OF THESE GUIDELINES TO ANY APPLICANT FOR HIS/HER REVIEW AND THE DELIVERY HEREOF DOES NOT CONSTITUTE AN OFFER OF A BUSINESS IMPROVEMENT GRANT TO THE APPLICANT.
- B. THE LAWS OF THE STATE OF TEXAS SHALL GOVERN THE INTERPRETATION, VALIDITY, PERFORMANCE, AND ENFORCEMENT OF THIS BUSINESS IMPROVEMENT GRANT PROGRAM. IF ANY PROVISION OF THIS BUSINESS IMPROVEMENT GRANT PROGRAM IS HELD TO BE INVALID OR UNENFORCEABLE, THE VALIDITY AND ENFORCEABILITY OF THE REMAINING PROVISIONS SHALL NOT BE AFFECTED THEREBY.

# ACKNOWLEDGMENT OF RECEIPT OF AND AGREE TO COMPLY WITH THE GUIDELINES AND CRITERIA FOR BUSINESS IMPROVEMENT GRANT PROGRAM BY THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION

Applicant:	
Address:	
Phone No.:	
Signature:	
Property Owne	r/Landlord:
Address:	
Phone No.:	
Signature:	

This acknowledgement page must be signed and returned to the Executive Director of Economic Development. Please retain the Guidelines and Criteria for your records.

Applicants are strongly encouraged to shop locally for products and services.



# Old Town Façade Improvement Grant Program Guidelines & Criteria

**(3)** 

# Overview/Goals

The Old Town Façade Improvement Grant (FIG) Program promotes economic development and stimulates business in the City through public-private partnerships by offering economic incentives for renovation, rehabilitation, restoration, and enhancement of facades in Old Town Tomball.

**Goals:** Tomball's Old Town has been identified as a key focus area for economic development. This program is intended to serve as a tool to build upon the strengths of the area and maintain its unique character. Goals include:

- (A) To preserve Old Town as a unique and historic resource for the community;
- (B) To stimulate compatible reinvestment to the area;
- (C) To attract new customers, tourists, and businesses to Old Town Tomball.



# **Program Description**

The grant program is a 50% match of all approved project costs in an amount up to \$50,000 for eligible commercial property and business owners in the Old Town Tomball District (See Figure 1), or eligible commercial properties zoned as Old Town Mixed Use. A minimum investment of \$10,000.00 in façade improvements is required to be eligible for funding through this program. These grants are intended to encourage high quality, lasting building improvements which respect the unique Old Town character of the building and surrounding area.

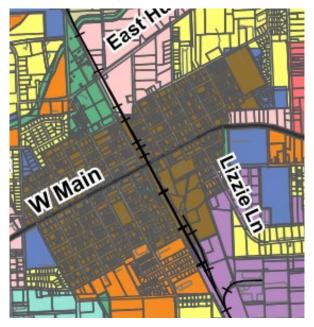
Priority will be given to projects that are making substantial façade improvements as well as improvements to the structural integrity of the building to sustain the building stock in Old Town Tomball. **Grants are not available for general or deferred maintenance.** 

Applications will be evaluated and funded in accordance with the attached Evaluation Scoring System.

**NOTE:** Properties located outside of the Old Town Tomball District or not zoned Old Town Mixed Use **WILL NOT** be considered for funding through this Program (see Business Improvement Grant Guidelines and Criteria for more funding opportunities).

Figure 1:







# Criteria

**Eligible Reimbursements:** Exterior Façade Improvements eligible for funding include, but are not limited to, the following items:

- Complete façade rehabilitation
- Exterior painting that incorporates a major visual change (maintenance painting does not apply)
- Significant masonry cleaning and/or restoration
- Exterior treatments such as brick, tile, stucco, stone, wood, or siding
- Removal/replacement of inappropriate or incompatible exterior finishes or
- materials
- New or enhanced exterior building lighting that creates a noticeably enhanced appearance (replacement of current lighting that is simply repair does not enhance the appearance of the building, such as replacement of inoperable fixtures and is not eligible)
- Door/window/storefront system/trim replacement or repair (if part of overall rehabilitation project; general building maintenance repairs do not qualify)
- New or restored façade elements, such as cornices, soffits, canopies, and other detail elements
- Awnings as part of a rehabilitation project
   Signs (new, repairs, replacement, removal) as part of a rehabilitation project

• Roofing (when in conjunction with other improvements)

**Eligible Interior Reimbursements:** Interior Improvements may be eligible for funding **only** when being made in conjunction with significant exterior façade improvements. Interior improvements may include, but are not limited to, the following items:

- ADA compliance improvements
- Architectural/structural repairs or upgrades
- Asbestos removal
- HVAC, electrical or plumbing improvements

### **Ineligible Reimbursements:**

- Construction that has commenced or been completed prior to approval of the project application
- Interior improvements alone are not eligible for funding
- Buildings that are not located within the Old Town District (Figure 1)
- New building construction
- Routine maintenance
- Security Bars
- Personal property, furniture, racks, shelves or counter space
- Interior furnishings or enhancements that are not permanently affixed to the building
- Permit or capital recovery fees
- Financing costs
- In-kind, donations, or "sweat equity" contributions

Before After







# **Program Eligibility**

- 1. Commercial and mixed-use buildings and structures located within the Old Town District (See Figure 1) shall be eligible for this program.
- 2. Any new business planning to locate within the Old Town District, or any business currently located within the Old Town District, shall be eligible for this program.
- 3. A business is defined as an occupation, profession, or trade in the purchase or sale of goods or services in an attempt to make profit.
- 4. The proposed project must comply with applicable zoning regulations, city-approved planning studies, comprehensive plan designations, City Ordinances, Building Codes, and Americans with Disabilities Act (ADA) Guidelines.
- 5. If the property is not in compliance with any of the abovementioned items in (4) these violations must be mitigated by the project. The grant recipient will be deemed ineligible for funding if any of these are not met at the time in which the applicant submits documentation for grant reimbursement.
- 6. Grants may not be used for refinancing existing loans, working capital, inventory, permits, inspections, security fencing or gates, home occupations, roof repair or replacement (by-itself), interior remodeling or improvements that are not permanent fixtures of the building, new construction, and routine maintenance.



# **Guidelines**

- Proof of the applicant's ownership of the subject facility or facilities, or proof that the owner of such facility has approved the application for such grant funds, shall be required.
- The owner of a business to be operated within a leased facility, and the owner of such lease facility, must apply jointly for the program. Copies of a lease agreement and proof of ownership of the leased facility shall be required.
- 3. A business or property owner will be ineligible for the program if the proposed property has received funds from the Old Town Façade Improvement Grant Program within the last five fiscal (5) years.
- 4. A business or property owner may apply for one (1) Old Town Façade Improvement Grant per physical location (address) set forth herein within five (5) fiscal years (October 1 to September 30) from the approval date of the grant. A business that receives grant funding during a fiscal year through the Old Town Façade Improvement Grant Program shall be ineligible to make subsequent applications for the Business Improvement Grant Program until the next fiscal year.
- 5. The maximum amount of funding available to any one applicant, business establishment, or property owner at one physical location (address) shall be \$50,000.00 per five (5) fiscal years unless applying and receiving funds under the Business Improvement Grant Program.
- 6. All grants are reimbursement grants and will only be funded after completion of the project in accordance with drawings and specifications approved by the

- TEDC, and after the applicant submits to the TEDC final paid itemized invoices/receipts for all applicable labor and materials, proof of payment (cleared check, credit card statement/transaction, etc.) that match the amounts reflected on the itemized receipts/invoices for all applicable labor and materials along with quality digital photographs of the completed work shall also be required to be submitted by email to: tgleason@tomballtxedc.org
- 7. Reimbursement grants are a cash payment of up to the approved percentage of funds expended by the applicant on the improvements and are not to exceed the limits set forth in paragraph (5) hereof. In-kind contributions to the project costs are not eligible reimbursements.
- 8. The TEDC may award grant funds to an applicant, with certain provisions, conditions, or other requirements that the TEDC deems necessary or appropriate. The applicant shall be obligated to make the improvements in accordance with the application submitted to and approved by the TEDC. Thereafter, any modifications must first receive written approval by the TEDC Executive Director. Failure to obtain such written approval prior to making any such modifications shall render the applicant ineligible to receive grant funding.
- 9. The applicant shall be responsible for obtaining all applicable permits related to the improvement project, and failure to do so will render the applicant ineligible to receive grant funding.
- 10. The improvements, as presented in the application, must be completed in their entirety. Failure to complete all stated improvements shall render the applicant ineligible to receive grant funding.
- 11. Upon approval of a grant application, and during the construction of the improvements, a representative or representatives of the TEDC shall have the right, at all reasonable times, to have access to and inspect the work in progress.
- 12. The applicant shall not begin any improvements prior to receiving written approval of grant funding from the TEDC.
- 13. The applicant must complete the improvement project within nine (9) months of receiving written approval therefore from the TEDC. Failure to complete the improvements within the required time period shall result in the loss of the grant funds allocated for the project. Time extensions may be granted at the discretion of the TEDC.
- 14. Approval of all applications shall be with the understanding and agreement that, in the event the business (applicant) fails to remain open, or the business or property is sold or transferred and subsequently closes, within twelve (12) months after the funding of the grant, the applicant shall be considered in default of its obligations under the grant, and shall be required to reimburse the TEDC the grant money received.
- 15. The applicant must agree that, in the event of default of its obligations, the applicant shall repay to the TEDC the amount of grant funds it has received, with interest, at the rate of 10% per annum, within thirsty (30) days after the TEDC notifies the applicant of the default. The form of such payment shall be a cashier's check or money order, made payable to the Tomball Economic Development Corporation.

- 16. The applicant must certify that the applicant does not employ nor will it employ any undocumented workers (an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in that manner in the United States). The applicant must agree that if, after receiving grant funds, it is convicted of a violation under 8 U.S.C. Section 1324a(f), the applicant shall repay the amount of the grant funds received by the applicant, with interest, at the rate of 10% per annum, within thirty (30) days after the TEDC notifies the applicant of the violation.
- 17. The TEDC shall have the authority to bring a civil action to recover any amounts that the applicant must repay to the TEDC under paragraphs 14, 15, and 16, and in such action may recover court costs and reasonable attorney's fees.



# **Funding**

The TEDC has budgeted \$200,000.00 per fiscal year (October 1 to September 30) to fund this grant program. Grant applications received after the available funding has been exhausted may be accepted and held until the following fiscal year. The TEDC retains sole discretion to accept or reject applications received after available funding has been exhausted.

- 1. Upon notification to the TEDC by the applicant that a project has been completed, an inspection by a TEDC representative or representatives shall be made to confirm that such project has been completed in accordance with the application or any approved modifications thereto. Such notification shall include, but not be limited to, documentation of paid receipts for materials, labor, permits, inspection reports, an affidavit stating that all contractors and subcontractors providing work and/or materials in the construction of the project improvements have been paid and any and all liens and claims regarding such work have been released, or any other item that the TEDC may reasonably deem necessary for determining the project's completion.
- 2. The TEDC agrees to distribute such funds to the applicant within thirty (30) days following the inspection required in paragraph (1) hereof, and confirmation of completion of the project in accordance with the application or any approved modifications thereto. The Executive Director of the TEDC shall issue a letter to the TEDC Board of Directors notifying them of the funding action to be taken. A copy of such letter shall also be provided to the applicant.
- 3. Within ten (10) business days following an inspection and the presentation of the receipts as provided in paragraph (1) above, and after a determination is made by the TEDC's representative that the project has not been completed in accordance with the application, or any approved modifications thereof, the Executive Director shall issue a letter to the applicant indicating any and all areas of non-compliance. The applicant shall then have sixty (60) days, from the date of such letter, to make the modifications necessary to bring the project into compliance. Failure to complete such modifications within said sixty-day period

shall be deemed a default of applicant's obligations under the grant, and the applicant shall be ineligible to receive grant funding.



# Miscellaneous

The Tomball Economic Development Corporation shall deliver a copy of these guidelines to any applicant for his/her review and the delivery hereof does not constitute an offer of an Old Town Façade Improvement Grant to the applicant.

The laws of the state of Texas shall govern the interpretation, validity, performance and enforcement of this Old Town Façade Improvement Grant Program. If any provision of this Old Town Façade Improvement Grant Program is held to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected hereby.

# ACKNOWLEDGMENT OF RECEIPT OF AND AGREE TO COMPLY WITH THE GUIDELINES AND CRITERIA FOR THE OLD TOWN FAÇADE IMPROVEMENT GRANT PROGRAM BY THE TOMBALL ECONOMIC DEVELOPEMNT CORPORATION

APPLICANT:	
ADDRESS:	
PHONE:	
EMAIL:	
Signature:	
PROPERTY OWNER/LANDLORD:	
ADDRESS:	
PHONE:	
EMAIL:	
Signature:	

This acknowledgement page must be signed and returned to the Executive Director of Economic Development. Please retain the Guidelines and Criteria for your records.

# **Application Process**

# Application

- •Complete the Old Town Facade Improvement Grant (FIG) application form available online at www.tomballtxedc.org or at the TEDC office at 29201 Quinn Road, Suite B., Tomball, Texas 77375 and submit in person or email to **tgleason@tomballtxedc.org**.
- All required documentation must be provided in conjuunciton with the application in order to be considered complete.

# Application Review

 Applications will be reviewed and must be approved by the All applications must be approved by the BR&E Committee and submitted to the TEDC Board of Directors and Tomball City Council for final approval.

# Approval

 An applicant shall be notified, in writing, within ten (10) business days of the BR&E Committee's decision to recommend approval or denial of the application.
 approve or disapprove its application.

# Construction

• Construction of the project must be completed within nine (9) months from the project approval date.

# Request Funds

- When the project is complete, submit request for reimbursement to tgleason@tomballtxedc.org
- •To be eligible for reimbursement all final itemized invoices/receipts must be submitted with proof of payment (i.e. cancelled checks, bank statement, etc.) and digital "after" pictures of the work completed.

# Payment

•A TEDC Staff member will notify you when funding is available.

# APPLICATION for OLD TOWN FAÇADE IMPROVEMENT GRANT PROGRAM

I (We), hereinafter referred to as "APPLICANT", on behalf of the identified entity, submit to the Tomball Economic Development Corporation, hereinafter referred to as "TEDC", this application for consideration of an Old Town Façade Improvement Grant under the provisions of the TEDC's Old Town Façade Improvement Grant Program.

As part of this application, APPLICANT represents to TEDC the following:

- 1. APPLICANT has received a copy of the TEDC's Guidelines and Criteria for the Old Town Façade Improvement Grant Program. APPLICANT acknowledges to TEDC that in making this application, APPLICANT understands the terms and provisions thereof, and all questions relating to any needed interpretation thereof have been answered by authorized representatives of TEDC prior to the submission of this application.
- 2. APPLICANT has secured such legal, accounting, and/or other advice that may be necessary for APPLICANT to determine the desirability of making this application and/or accurately and correctly answering any questions as hereinafter set out. APPLICANT acknowledges that it has completely relied on the advice and counsel of experts and/or appropriate persons retained, employed, or compensated by APPLICANT, and that it has not relied upon, nor is APPLICANT now attempting to rely upon the advice and counsel of TEDC, its servants, agents, employees and/or elected or appointed officers.
- 3. By signing this document, "Application for Old Town Façade Improvement Grant" either in an individual capacity, jointly, or in a representative capacity. APPLICANT acknowledges and verifies that all of the facts, information, and allegations as herein set out are true, correct and accurate, and that TEDC may rely thereon as if the same had been signed by APPLICANT or APPLICANT'S agent before a Notary Public or other authorized officer permitted by law to administer oaths and to take acknowledgements. APPLICANT further acknowledges and understands that any materially false or misleading statements of fact may be considered a violation of the criminal laws of the State of Texas.
- 4. The APPLICANT, whether a corporate entity, partnership, or other legal type business entity, or an individual, acknowledges and verifies that it is current on all current tax obligations, assessments, or other governmental levies and assessments, and that the same have been paid when due and payable, and that no delinquencies exist at this time. The APPLICANT swears and affirms that the APPLICANT is fully authorized to transact business in the State of Texas and in the state of incorporation if different from the State of Texas.
- 5. 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 an Old Town Façade Improvement 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.

## Promotional Rights.

By accepting grant funds, the APPLICANT authorizes the TEDC to promote the project and property including, but not limited to, displaying a sign at the site indicating participation in the Program and using photographs and descriptions of the project and property in TEDC promotional materials, press releases, social media and websites.

Applicant Information.
Applicant is:   Owner   Tenant Applicant
Business Entity Name:
Mailing Address:
Phone Number:
Email:
Street Address:
Home Address:
Street Address:
City/State/Zip:
Other companies and locations owned and/or operated by the APPLICANT
Company Name:
Street Address:
City/State/Zip:
<b>Building Owner Information.</b> (NOTE: if applicant is a tenant, building owner must apply as a co-applicant)
Business Owner Name:
Building Owner Address:
Phone Number:
Email:

- 6. Please attach a separate document providing a legal description of the property upon which the contemplated improvements will be located as *Exhibit A*.
- 7. Please attach a vicinity map locating the property within the City of Tomball as Exhibit B.

- 8. Please furnish detailed drawings, plans, specifications, color schemes, or any other available supporting documents for the proposed improvements and cost estimates as Exhibit C.
- 9. Please attach a letter describing the overall project and addressing the need for the TEDC grant funds.
- 10. Description of proposed improvements:

Description	Estimated Repair	Estimated Start Date	Completion Date

11.	New or existing b	ousiness: _	New		Existing
			_ has been in c	peration for	years.
Existing	g # of jobs:	_ (If applicable,	) Full-time	_ Part-time	
New jo	obs (full-time):	New jobs (p	art-time):	_	

- 13. Prior to APPLICANT'S execution of this application, APPLICANT has had this reviewed by an Attorney of the APPLICANT, or has had the opportunity to do so, and the parties hereto agree that based on the foregoing, this application for the Old Town Façade Improvement Grant Program shall not be construed in favor of one party over the other based on the drafting of this application.
- 14. APPLICANT and owner/landlord indemnify, defend, and hold TEDC harmless from any liability, injury, claim, expenses, and attorney's fees arising out of a contractor, builder, or contract for performance of improvements, or repair to buildings and facilities.
- 15. TEDC has delivered a copy of the guidelines and criteria for an Old Town Façade Improvement Grant Program to applicant for review, and the delivery hereof does not constitute an offer of an improvement grant.
- 16. The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of the application for the Old Town Façade Improvement Grant Program. If any provision of this application for the Old Town Façade Improvement Grant Program should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this application shall not be affected thereby.

17. Before submitting an application to the TEDC, the APPLICANT must meet with the Development Review Committee (DRC) of the City of Tomball for a review of the proposed project improvements in order to fulfill paragraph (16) project eligibility requirement in the TEDC "Guidelines and Criteria." The APPLICANT can make an appointment by calling 281-290-1405.

### **VERIFICATION**

I (We), the undersigned APPLICANT(S), certify that all the information furnished TEDC has been furnished freely by the APPLICANT(S), herein, and further acknowledge that no rights or privileges may be relied on as a part of any application. In addition, it is acknowledged that the Tomball Economic Development Corporation may or may not grant an Old Town Façade Improvement Grant based upon application or request hereunder purely as a matter of discretion, and that there is no legal right to rely on any previous actions taken in same or similar applications, or previous actions taken on other applications concerning the same or similar property.

Signed and submitted to Tomba day of	ll Economic Development Corporation on this, the, 20
Applicant:	
Signature:	
Phone:	Email:
Property Owner/Landlord:	
Signature:	
Phone:	Fmail:

County of Harris	
, personally appea	ority, on this, day of, ared,
	nose names are subscribed to the foregoing me and that they executed the same for the
	Notary Public in and for the State of Texas  My Commission Expires:
The State of Texas County of Harris	
	ority, on this, day of, ared,
·	nose names are subscribed to the foregoing me and that they executed the same for the
	Notary Public in and for the State of Texas

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

The State of Texas

# DOCUMENTATION CHECKLIST for OLD TOWN FAÇADE IMPROVEMENT GRANT PROGRAM

As part of this application, the following documentation is being provided by the applicant:

- Request Letter describing proposed project and the need for grant funds;
- All grant applications must include a drawing to scale showing design intent, materials, and colors to be used of all the proposed grant work to be done;
- Establishment of Business Entity Name (Copy of Articles of Incorporation, dba, etc.);
- Copy of Lease Agreement (if facility is leased);
- Legal description of subject property (Exhibit A);
- Vicinity map of subject property (Exhibit B);
- Estimates of proposed improvements from the company to be doing the work (as much detail as possible) (Exhibit C);
  - Itemized estimates/quotes which include information and details such as color samples of paint, fabric, sign material
- Digital pictures of the site and area (interior and exterior) to be improved emailed to tgleason@tomballtxedc.org (Exhibit D);
- If submitting your application online, Signature and Notary Seal required once approved.

# OLD TOWN FAÇADE IMPROVEMENT GRANT PROGRAM

# **Evaluation Scoring System**

The Old Town Façade Improvement Grant Program (FIG) evaluation scoring system is based on the standards and criteria of the Program. Applications will be evaluated by each Committee member using this scoring system and funding of eligible improvements will be based upon a project's score and the following requirements.

- Projects must meet the applicable FIG standards and criteria, receive a score of 30 points or more, and meet all other program requirements to be considered for funding.
- Projects with a score between 46-60 will be eligible for funding up to \$50,000.00.
- Projects with a score between 30-45 will be eligible for funding up to \$40,000.00.

# **Evaluation Categories**

Visibility	Points Available
Building located off of 2920 or highly visible from 2920	5
Building located on predominantly commercial streets	4
Building located on residential or minor street	3

Existing Condition	Points Available
Poor: The existing appearance and	5
condition of the property is structurally	
unstable or dilapidated	
Fair: The existing appearance and	3
condition of the property is structurally	
stable but needs substantial renovations	
Good: The existing appearance and	1
condition of the property is in need of little	
to no structural or substantial renovations	

Impact of Improvement	Points Available (can be combined)	
The project includes major/complete	5	
façade work and site redevelopment		

The building façade is predominately brick/stone (excluding windows/doors)	5
The project includes moderate façade	4
work and site redevelopment	
The building includes a creative design	4
that is an appropriate fit for the proposed	
location and is consistent with the	
downtown character	
The building façade improvements along	4
the alley are of the same quality as the	
street facing facades	
The building preserves or restores historical	3
features or characteristics	
The project significantly improves the	2
streetscape or alleyscape adjacent to the	
building	

Importance to the Area	Points Available (points can be combined for mixed use project up to 15 points)	
Restaurant	7	
Entertainment	6	
Retail – desired retail uses (determined by	6	
Committee)		
Office	5	
Primary Employment	4	
Retail – general retail uses	3	
Other uses	Point value determined by the Committee	

Owner vs TEDC Contribution Ratio	Points Available
Greater than 7:1	5
Greater than 4:1 but less than 7:1	3
1:1 up to 4:1	1

Readiness	Points Available	
Applicant has architect's renderings, quotes, proof of ownership/lease and 100%	5	
of grant checklist requirements		
Applicant has quotes and proof of ownership/lease and 50% of grant checklist requirements	3	
Applicant has quotes and only 25% of grant checklist requirements	1	

Local Owner/Occupant	Points Available
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Building is owned by a local	5
landlord/owner and the business is locally	
owned and operated	
Building is owned by an absent landlord,	3
but the business is locally owned and	
operated	
Building is owned by an absent landlord,	1
and the business is not locally owned	

Utilization of Local Businesses	Points Available
Applicant is using mostly local businesses to	5
make improvements	
Applicant is using half local businesses to	3
make improvements	
Applicant is using no local businesses to	1
make improvements	

Total Points		
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