

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



**Tuesday, May 11, 2021
5:30 PM**

Notice is hereby given of a meeting of the Tomball Economic Development Corporation, to be held on Tuesday, May 11, 2021 at 5:30 PM, City Hall, 401 Market Street, Tomball, TX 77375, for the purpose of considering the following agenda items. All agenda items are subject to action. The Tomball Economic Development Corporation reserves the right to meet in a closed session for consultation with attorney on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

IN ACCORDANCE WITH ORDER OF THE OFFICE OF THE GOVERNOR ISSUED MARCH 16, 2020, THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION, WILL CONDUCT THE MEETING SCHEDULED FOR MAY 11, 2021, 5:30 PM, AT 401 MARKET STREET, TOMBALL, TEXAS, 77375. IN ORDER TO ADVANCE THE PUBLIC HEALTH GOAL OF LIMITING FACE-TO-FACE MEETINGS (ALSO CALLED "SOCIAL DISTANCING") TO SLOW THE SPREAD OF THE CORONAVIRUS (COVID-19), THERE WILL BE LIMITED PUBLIC ACCESS TO THE LOCATION DESCRIBED ABOVE. THIS MEETING AGENDA AND THE AGENDA PACKET ARE POSTED ONLINE AT: [HTTPS://TOMBALLTX.GOV/ARCHIVE.ASPX?AMID=38](https://tomballtx.gov/archive.aspx?amid=38); A RECORDING OF THE MEETING WILL BE MADE AND WILL BE AVAILABLE TO THE PUBLIC IN ACCORDANCE WITH THE OPEN MEETINGS ACT UPON WRITTEN REQUEST.

The public toll-free dial-in numbers to participate in the telephonic meeting are any one of the following (dial by your location): +1 346 248 7799 US (Houston); +1 253 215 8782 US; +1 301 715 8592 US; and enter **Meeting ID: 954 7001 4576 and #**. The public will be permitted to offer public comments telephonically, as provided by the agenda and as permitted by the presiding officer during the meeting.

- A. Call to Order
- B. Invocation
- C. Pledges
- D. Public Comments and Receipt of Petitions; *[At this time, anyone will be allowed to speak on any matter other than personnel matters or matters under litigation, for length of*

time not to exceed three minutes. No Council/Board discussion or action may take place on a matter until such matter has been placed on an agenda and posted in accordance with law - GC, 551.042.]

E. Reports and Announcements

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

F. Reports by TEDC Staff:

1. 10 days of Tomball Together Event.
2. National Economic Development Week – May 9-15, 2021.

G. Approval of Minutes

3. Special Joint Tomball EDC and Tomball B&TP POA Meeting of March 9, 2021.

H. New Business

4. Presentation by Brian Summers, Senior Property Manager Industrial, Colliers International regarding the South Live Oak Business Park.
5. Consideration and possible action by Tomball EDC to accept the Tomball Economic Development Corporation 2020-2021 Annual Report.
6. Consideration and possible action by Tomball EDC to approve the Tomball Economic Development Corporation 2021-2022 Strategic Work Plan.
7. EXECUTIVE SESSION: The Tomball Economic Development Corporation Board will meet in Executive Session as authorized by Title 5, Chapter 551, Texas Government Code, The Texas Open Meetings Act, for the following purpose:
 - Section 551.072, - Deliberations regarding real property: Deliberate the purchase, exchange, sale, lease, or value of real property.
 - Section 551.087, - Deliberation regarding Economic Development negotiations.
8. Reconvene into regular session and take action, if necessary, on items discussed in Executive Session.
9. Consideration and possible action by Tomball EDC to approve the expenditure of funds and the execution of contracts by the EDC Executive Director to

acquire Lots 29 and 30, block 70 (unimproved Green Street), Tomball, Texas 77375.

I. Adjournment

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

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, City of Tomball, Texas, a place readily accessible to the general public at all times, on the 7th day of MAY 2021 by 5:30 PM, and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Kelly Violette
Executive Director

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

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

Regular Tomball EDC Agenda Item Data Sheet

Meeting Date: May 11, 2021

Topic:

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

Background:

Origination:

Recommendation:

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

FUNDING (IF APPLICABLE)

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

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

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

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

Regular Tomball EDC Agenda Item Data Sheet

Meeting Date: May 11, 2021

Topic:

10 days of Tomball Together Event

Background:

Origination:

Recommendation:

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

FUNDING (IF APPLICABLE)

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

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

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

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

Regular Tomball EDC Agenda Item Data Sheet

Meeting Date: May 11, 2021

Topic:

National Economic Development Week – May 9-15, 2021.

Background:

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

Recommendation:

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

FUNDING (IF APPLICABLE)

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

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

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

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

Office of the Mayor
Tomball, Texas



Proclamation



WHEREAS,

economic development is a process that is strengthened by the critical partnership between economic development professionals and local government leadership to promote a shared vision for developing vibrant communities; and

WHEREAS,

economic developers promote economic well-being and quality of life for their communities by helping to create, retain, and expand jobs that sustain individuals and families, enhance wealth, and provide a stable tax base; and

WHEREAS,

the International Economic Development Council is the world's largest organization dedicated to providing leadership and excellence in economic development for communities, members, and partners; and

WHEREAS,

the International Economic Development Council has designated May 9 –15, 2021 as Economic Development Week to promote awareness and recognize the importance of economic development in communities; and

WHEREAS,

the Tomball Economic Development Corporation is our community's primary professional economic development organization dedicated to promoting the economic well-being and quality of life for our community by attracting, retaining, and expanding jobs that facilitate growth, enhance wealth, boost tourism, and improve quality of life; and

WHEREAS,

the Tomball Economic Development Corporation, in partnership with industries, educators, and other key allies cultivate and nurture entrepreneurship that helps to secure the next generation of new businesses, foster an effective business climate and meet the increasingly critical need for a skilled and competitive workforce; and

WHEREAS,

the City of Tomball further commends the Tomball Economic Development Corporation, its Board of Directors and its staff for their hard work and dedication in promoting economic development projects and sustaining economic development activities in the City;

NOW, THEREFORE, I, GRETCHEN FAGAN, Mayor of the City of Tomball, do hereby proclaim the week of May 9-May 15, 2021, as:

“NATIONAL ECONOMIC DEVELOPMENT WEEK”



In witness whereof I have hereunto set my hand and caused this seal to be affixed.

Attest:

Abri Spun

Date:

April 28, 2021

Regular Tomball EDC Agenda Item Data Sheet

Meeting Date: May 11, 2021

Topic:

Special Joint Tomball EDC and Tomball B&TP POA Meeting of March 9, 2021.

Background:

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

Recommendation:

Approval of the Minutes for the Meeting of March 9, 2021

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

FUNDING (IF APPLICABLE)

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

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

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

Signed _____

Staff Member-TEDC

Date

Approved by _____

Executive Director-TEDC

Date

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



**Tuesday, March 09, 2021
5:30 PM**

Notice is hereby given of a meeting of the Tomball Economic Development Corporation, to be held on Tuesday, March 09, 2021 at 5:30 PM, City Hall, 401 Market Street, Tomball, TX 77375, for the purpose of considering the following agenda items. All agenda items are subject to action. The Tomball Economic Development Corporation reserves the right to meet in a closed session for consultation with attorney on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

IN ACCORDANCE WITH ORDER OF THE OFFICE OF THE GOVERNOR ISSUED MARCH 16, 2020, THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION, WILL CONDUCT THE MEETING SCHEDULED FOR MARCH 9, 2021 5:30 PM, AT 401 MARKET STREET, TOMBALL, TEXAS, 77375. IN ORDER TO ADVANCE THE PUBLIC HEALTH GOAL OF LIMITING FACE-TO-FACE MEETINGS (ALSO CALLED "SOCIAL DISTANCING") TO SLOW THE SPREAD OF THE CORONAVIRUS (COVID-19), THERE WILL BE LIMITED PUBLIC ACCESS TO THE LOCATION DESCRIBED ABOVE. THIS MEETING AGENDA AND THE AGENDA PACKET ARE POSTED ONLINE AT: [HTTPS://TOMBALLTX.GOV/ARCHIVE.ASPX?AMID=38](https://tomballtx.gov/archive.aspx?amid=38); A RECORDING OF THE MEETING WILL BE MADE AND WILL BE AVAILABLE TO THE PUBLIC IN ACCORDANCE WITH THE OPEN MEETINGS ACT UPON WRITTEN REQUEST.

The public toll-free dial-in numbers to participate in the telephonic meeting are any one of the following (dial by your location): +1 346 248 7799 US (Houston); +1 253 215 8782 US; +1 301 715 8592 US; and enter **Meeting ID: 995 9372 6293** and #. The public will be permitted to offer public comments telephonically, as provided by the agenda and as permitted by the presiding officer during the meeting.

A. Call to Order

President Fagan called the meeting to order at 5:36 p.m.

PRESENT

President Gretchen Fagan

Vice President Steven Vaughan
Secretary Bill Sumner
Treasurer Richard Bruce
Member Clete Jaeger (Zoom)
Member Chad Degges

ABSENT

OTHERS PRESENT

Kelly Violette
Tiffani Wooten
Tori Gleason
Tom Condon
Kyle Bertrand
Glenn Windsor
Shane Boatman
Blake Smith
Scott Dunn
Keila Garcia (Zoom)
Aaron Farmer (Zoom)
Warren Buehler (Zoom)
Matthew Nickson (Zoom)
281-660-6365 (Zoom)

B. Invocation

Board Member Sumner led the invocation.

C. Pledges

Kelly Violette led the pledge of allegiance to both flags.

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

President Fagan opened public comments at 5:38 p.m. No comments were received. Public comments were closed at 5:38 p.m.

E. Reports and Announcements

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

Kyle Bertrand provided an update.

2. Retail Market update by the Retail Coach.

Aaron Farmer provided an update.

Reports by TEDC Staff:

Tiffani Wooten provided an overview.

1. Launch of the new Tomball EDC website.
2. Strategic Work Plan Retreat: May 20, 2021

F. Approval of Minutes

3. Special Joint Tomball EDC and Tomball B&TP POA Meeting of January 12, 2021.
4. Special Tomball EDC Meeting of January 27, 2021.
5. Special Joint Tomball EDC and Tomball B&TP POA Meeting of February 23, 2021.

Motion made by Member Degges, Seconded by Secretary Sumner to approve the following minutes.

Voting Yea: President Fagan, Vice President Vaughan, Secretary Sumner, Treasurer Bruce, Member Jaeger, Member Degges.

The motion carried unanimously.

G. New Business

6. Presentation by Glenn Windsor, Finance Director, regarding the Tomball EDC 2020-2021 Fiscal Year financial statements.

Glenn Windsor, Finance Director, provided an overview of the financial statements.

Presentation item only; no Board action required.

7. Consideration and possible action by Tomball EDC to approve, as a Project of the Corporation, an agreement with B. Smittys, 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 an 8,000 square foot commercial facility to be located at 22621 Hufsmith-Kohrville Rd., Tomball, Texas 77375. The estimated amount of expenditures for such Project is \$30,301.00.

- Public Hearing

President Fagan opened the public hearing at 6:03 p.m. No comments were received. Public hearing was closed at 6:03 p.m.

Motion made by Treasurer Bruce, Seconded by Vice President Vaughan.

Voting Yea: President Fagan, Vice President Vaughan, Secretary Sumner, Treasurer Bruce, Member Jaeger, Member Degges.

The motion carried unanimously.

8. Consideration and possible action by Tomball EDC to approve, as a Project of the Corporation, an agreement with DunnCo Properties II, Ltd. 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 5,225 square foot commercial facility to be located at 14635 FM 2920 Rd., Tomball, Texas 77377. The estimated amount of expenditures for such Project is \$54,760.00.

- Public Hearing

President Fagan opened the public hearing at 6:08 p.m. No comments were received. Public hearing was closed at 6:08 p.m.

Motion made by Member Degges, Seconded by Secretary Sumner.

Voting Yea: President Fagan, Vice President Vaughan, Secretary Sumner, Treasurer Bruce, Member Jaeger, Member Degges.

The motion carried unanimously.

9. Discussion and possible action by Tomball EDC regarding the approval of a Private Sanitary Sewer Easement and an Access Easement Agreement

associated with the property owned by Packers Plus Energy Services (USA), Inc. in the Tomball Business and Technology Park.

Motion made by Vice President Vaughan, Seconded by Member Degges.

Voting Yea: President Fagan, Vice President Vaughan, Secretary Sumner, Treasurer Bruce, Member Jaeger, Member Degges.

The motion carried unanimously.

10. Consideration and possible action by Tomball EDC to approve a request by Century Hydraulics, LLC for a one-year extension of time in order to complete the expansion of an office/warehouse facility located at 23706 Snook Lane, Tomball, Texas 77375.

Motion made by Treasurer Bruce, Seconded by Member Degges.

Voting Yea: President Fagan, Vice President Vaughan, Secretary Sumner, Treasurer Bruce, Member Jaeger, Member Degges.

The motion carried unanimously.

11. TEDC Quarterly update on 2020-2021 Strategic Work Plan.

Kelly Violette provided an update.

Presentation item only; no Board action required.

12. 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.

The Tomball Economic Development Corporation Board recessed at 6:23 p.m.

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

The Tomball Economic Development Corporation Board reconvened at 6:37 p.m.

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

March 09, 2021 | Minutes

Page 6 of 6

Item 3.

H. Adjournment

Motion made by Vice President Vaughan, Seconded by Secretary Sumner to adjourn the meeting at 6:37 p.m.

Voting Yea: President Fagan, Vice President Vaughan, Secretary Sumner, Treasurer Bruce, Member Jaeger, Member Degges.

The motion carried unanimously.

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

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

Kelly Violette
Executive Director

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

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

Regular Tomball EDC

Agenda Item

Data Sheet

Meeting Date: May 11, 2021

Topic:

Presentation by Brian Summers, Senior Property Manager Industrial, Colliers International regarding the South Live Oak Business Park.

Background:

Origination: Brian Summers, Senior Property Manager Industrial, Colliers International

Recommendation:

Presentation item only; no Board action required.

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

FUNDING (IF APPLICABLE)

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

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

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

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

Regular Tomball EDC Agenda Item Data Sheet

Meeting Date: May 11, 2021

Topic:

Consideration and possible action by Tomball EDC to accept the Tomball Economic Development Corporation 2020-2021 Annual Report.

Background:

Annual Reports will be distributed at the meeting.

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

Recommendation:

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

FUNDING (IF APPLICABLE)

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

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

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

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

Regular Tomball EDC Agenda Item Data Sheet

Meeting Date: May 11, 2021

Topic:

Consideration and possible action by Tomball EDC to approve the Tomball Economic Development Corporation 2021-2022 Strategic Work Plan.

Background:

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

Recommendation:

Approval of the TEDC 2021-2022 Strategic Work Plan.

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

FUNDING (IF APPLICABLE)

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

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

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

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

TOMBALL

ECONOMIC DEVELOPMENT CORPORATION

Strategic Work Plan 2021-2022

MISSION

To promote economic development in the City of Tomball through the attraction of new business and industry and the retention of existing businesses by providing the resources that enhance the general well-being of the community.

VISION

Tomball is the community of choice for businesses, residents, and visitors, offering a dynamic economy, strong labor force, and unmatched living and working environment.

The following Strategic Work Plan outlines the items from the 2020-2023 Strategic Plan that are to be accomplished in the second year: 2021-2022.

Tomball EDC 2020-2023 Goals:

1. BUSINESS RETENTION & EXPANSION (BRE)
2. ATTRACTION & RECRUITMENT
3. DEVELOPMENT/REDEVELOPMENT OF OLD TOWN
4. INNOVATION & ENTREPRENEURSHIP
5. EDUCATION & WORKFORCE DEVELOPMENT





BUSINESS RETENTION & EXPANSION (BRE)

To continually engage and assist in the success of Tomball businesses.

- 1. Conduct 12 BRE on-site or virtual visits per quarter.
- 2. Conduct an annual online business survey to identify and manage business needs.
- 3. Assist Tomball companies that have been in or need recovery and resilience planning:
 - (a) Identify business (by sector) that have success stories and share them.
 - (b) Create documentation of business lessons learned for future disaster situations.
 - (c) Create segmentation discussion groups that can be immediately launched in case of next emergency situation.
 - (d) Proactively decide course of action for each disaster: immediate, ongoing, post-disaster.
 - (e) Continually update the Tomball Together website and promote it as a primary resource for business recovery.
- 4. Produce programming that meets the needs of the existing industry leaders in Tomball.
 - (a) Host events as safely available.
 - (b) Consider business owner networking evening event.
 - (c) Intentionally celebrate Tomball’s legacy businesses and milestone anniversary dates.
- 5. Acquire customer relationship management (CRM) software and develop a comprehensive database.

How will Goal #1 be Measured in 2021-2022?

- # of Tomball businesses visited in person or virtually in 2021-2022? _____ (Goal is 48)
- # of Tomball businesses that we identified and shared their success stories _____ (Goal is 6)
- # of business events we produced for the benefit of existing business owners in 2021-2022? _____ (Goal is 4)
- # of Tomball businesses we celebrated their years of service in 2021-2022? _____
(Goal is all milestone years such as 10, 20, 25, 30, 40, 50, etc.)



ATTRACTION AND RECRUITMENT

Recruit and secure new businesses/industry that are suitable for Tomball.

1. Use Target Industry Analysis (TIA) to develop marketing and branding materials that respond to the key information needs of site selectors and appeal to the 5 industries identified in TIA: Advanced Manufacturing, Energy, Food Manufacturing, Healthcare & R&D, & High Tech.
2. Continue developing and maintaining relationships with businesses, site selectors, brokers, and developers.
3. Explore opportunities and partnerships that support the creation of a business innovation center.
4. To have 80% of available Business & Technology Park property sold or under contract.
5. Explore needed infrastructure in target areas: identify where might TEDC need to invest and entities with which to partner.
6. Attend trade shows and industry events that provide opportunities to market to key industry decision makers.

How will Goal #2 be Measured in 2022-2022?

☐ Did we continue to explore opportunities in 2021-2022 for a business innovation center?

% of Business & Technology Park sold or under contract by end of 2021-2022? _____ (Goal is 80%)

☐ Did we explore infrastructure opportunities in Tomball?

of trade shows and industry events attended? _____





GOAL 3: DEVELOPMENT/REDEVELOPMENT OF OLD TOWN

To encourage quality investment in Tomball's Old Town.

1. Partner with the City of Tomball on targeted infrastructure improvements (alleyways, parking, wayfinding, etc.) that enhance Old Town's tourism readiness and experience.
2. Facilitate the redevelopment of the South Live Oak Business Park.
3. Invest in strategic anchor projects that have the potential to catalyze development in Old Town.
4. Continue to promote incentives and explore additional ways to encourage upgrades to properties in Old Town.
5. Work with Old Town merchants, business owners, and property owners to market available properties and investment opportunities.
6. Continue to partner with the Tomball Chamber to develop and execute a Shop Local initiative, leveraging #TomballTogether branding.
7. Visit merchants and business owners in Old Town to determine needs and promote TEDC programs.

How will Goal #3 be Measured in 2021-2022?

- ☐ Did we support or provide targeted infrastructure improvements in Old Town?
- ☐ Did we pursue redevelopment plans for the South Live Oak Business Park?
- ☐ Did we invest in anchor projects?
- ☐ Did we promote or provide improvement grants and other property upgrade ideas in Old Town?
- ☐ Did we work with merchants, business owners, and property owners to market properties and opportunities?
- ☐ Did we partner with the Chamber to develop and execute a Shop Local campaign to encourage residents to shop in Tomball first?



GOAL**4**

INNOVATION AND ENTREPRENEURSHIP

To create innovative solutions to support emerging entrepreneurs.

1. Evaluate the feasibility of creating a culinary incubator space:
 - a. Consider incorporation of a food hall concept.
 - b. Continue partnership discussions with the Farmer's Market Association, Lone Star College – Tomball and Tomball ISD.
 - c. Consider a small business services component that houses co-working space, meeting rooms, etc.
2. Create a Tomball Entrepreneurship Training Workshop Series to assist new and existing small business owners.
3. Continue to explore creative coworking spaces to assist emerging entrepreneurs.

How will Goal #4 be Measured in 2021-2022?

- ☐ Did we fully explore the feasibility of creating a culinary incubator?
- ☐ Did we offer a Tomball Training Workshop Series?
- ☐ Did we explore creative coworking spaces to assist emerging entrepreneurs?





EDUCATION AND WORKFORCE DEVELOPMENT

Partner with local/regional education institutions, City of Tomball, Greater Tomball Area Chamber of Commerce, and local industries to further develop youth workforce initiatives.

1. Research and evaluate workforce programs and partner with local organizations to define areas of interest.
2. Enhance existing STEAM initiative to include apprenticeships and internships in multiple businesses and industry partners.
3. Continue to work with local/regional education institutions to support job and career fairs.
4. Explore platforms to provide to Tomball ISD that virtually connect students and instructors with industry experts to showcase real-life career duties and explore various career choices.

How will Goal #5 be Measured in 2021-2022?

- ☐ Did we evaluate workforce programs and partner with others to define areas of interest?
- ☐ Did we re-initiate discussions on apprenticeship and internship opportunities?
- ☐ Did we support a job fair in the 2021-2022 school year?
- ☐ Did we support a career fair in the 2021-2022 school year?
- ☐ Did we explore options regarding interactive career-exploration classroom platforms?

Facilitated by  Opportunity Strategies LLC



Regular Tomball EDC

Agenda Item

Data Sheet

Meeting Date: May 11, 2021

Topic:

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

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

Background:

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

Recommendation:

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

FUNDING (IF APPLICABLE)

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

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

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

Signed _____

Staff Member-TEDC

Date

Approved by _____

Executive Director-TEDC

Date

Regular Tomball EDC Agenda Item Data Sheet

Meeting Date: May 11, 2021

Topic:

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

Background:

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

Recommendation:

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

FUNDING (IF APPLICABLE)

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

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

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

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

Regular Tomball EDC Agenda Item Data Sheet

Meeting Date: May 11, 2021

Topic:

Consideration and possible action by Tomball EDC to approve the expenditure of funds and the execution of contracts by the EDC Executive Director to acquire Lots 29 and 30, block 70 (unimproved Green Street), Tomball, Texas 77375.

Background:

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

Recommendation:

Presentation item only; no Board action required.

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

FUNDING (IF APPLICABLE)

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

Yes: ☒ No: ☐ If yes, specify Account Number: # Property Acquisition

<u>From</u>	<u>To</u>
If no, funds will be transferred from account #	To account #

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



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

11-10-20



UNIMPROVED PROPERTY CONTRACT

NOTICE: Not For Use For Condominium Transactions

1. **PARTIES:** The parties to this contract are DONALD LEVY (Seller) and TOMBALL ECONOMIC DEVELOPMENT CORPORATION (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.
2. **PROPERTY:** Lot 29 & 30, Block 70, Addition, City of Tomball, County of Harris, Texas, known as Lots 29&30 on Green Street (proposed) (address/zip code), or as described on attached exhibit together with all rights, privileges and appurtenances pertaining thereto, including but not limited to: water rights, claims, permits, strips and gores, easements, and cooperative or association memberships (Property). RESERVATIONS: Any reservation for oil, gas, or other minerals, water, timber, or other interests is made in accordance with an attached addendum. SEE SITE MAP ATTACHED HERETO AS EXHIBIT "A" FOR DEPICTION OF THE "PROPERTY".
3. **SALES PRICE:**
 - A. Cash portion of Sales Price payable by Buyer at closing. \$ 41,000.00
 - B. Sum of all financing described in the attached: ☐ Third Party Financing Addendum, ☐ Loan Assumption Addendum, ☐ Seller Financing Addendum. \$ 0.00
 - C. Sales Price (Sum of A and B) \$ 41,000.00
4. **LEASES:**
 - A. Except as disclosed in this contract, Seller is not aware of any leases affecting the Property. After the Effective Date, Seller may not, without Buyer's written consent, create a new lease, amend any existing lease, or convey any interest in the Property.
 - B. **NATURAL RESOURCE LEASES:** "Natural Resource Lease" means an existing oil and gas, mineral, water, wind, or other natural resource lease affecting the Property to which Seller is a party. Seller ☐ is ☒ is not a party to a Natural Resource Lease. If Seller is a party to a Natural Resource Lease, check one of the following:
 - ☐ (1) Seller has delivered to Buyer a copy of all the Natural Resource Leases.
 - ☐ (2) Seller has not delivered to Buyer a copy of all the Natural Resource Leases. Seller shall provide to Buyer a copy of all the Natural Resource Leases within 3 days after the Effective Date. Buyer may terminate the contract within _____ days after the date the Buyer receives all the Natural Resource Leases and the earnest money shall be refunded to Buyer.
5. **EARNEST MONEY AND TERMINATION OPTION:**
 - A. **DELIVERY OF EARNEST MONEY AND OPTION FEE:** Within 3 days after the Effective Date, Buyer must deliver to Stewart Title - Tomball; Jane Mathews, as escrow agent, at 14080 FM 2920, Suite E, Tomball, TX 77377 (address): \$ 1,000.00 as earnest money and \$ _____ as the Option Fee. The earnest money and Option Fee shall be made payable to escrow agent and may be paid separately or combined in a single payment.
 - (1) Buyer shall deliver additional earnest money of \$ _____ to escrow agent within _____ days after the Effective Date of this contract.
 - (2) If the last day to deliver the earnest money, Option Fee, or the additional earnest money falls on a Saturday, Sunday, or legal holiday, the time to deliver the earnest money, Option Fee, or the additional earnest money, as applicable, is extended until the end of the next day that is not a Saturday, Sunday, or legal holiday.
 - (3) The amount(s) escrow agent receives under this paragraph shall be applied first to the Option Fee, then to the earnest money, and then to the additional earnest money.
 - (4) Buyer authorizes escrow agent to release and deliver the Option Fee to Seller at any time without further notice to or consent from Buyer, and releases escrow agent from liability for delivery of the Option Fee to Seller. The Option Fee will be credited to the Sales Price at closing. WAIVED
 - B. **TERMINATION OPTION:** ~~For nominal consideration, the receipt of which Seller acknowledges, and Buyer's agreement to pay the Option Fee within the time required, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within _____ days after the Effective Date of this contract (Option Period). Notice under this paragraph must be given by 5:00 p.m. (local time where the Property is located) by the date specified. If Buyer gives notice of termination within the time prescribed: (i) the Option Fee will not be refunded and escrow agent shall release any Option Fee remaining with escrow agent to Seller and (ii) any earnest money will be refunded to Buyer.~~

TXR 1607

Initialed for identification by Buyer _____ and Seller _____

TREC NO. 9-14

- C. **FAILURE TO TIMELY DELIVER EARNEST MONEY:** If Buyer fails to deliver the earnest money within the time required, Seller may terminate this contract or exercise Seller's remedies under Paragraph 15, or both, by providing notice to Buyer before Buyer delivers the earnest money.
- D. **FAILURE TO TIMELY DELIVER OPTION FEE:** If no dollar amount is stated as the Option Fee or if Buyer fails to deliver the Option Fee within the time required, Buyer shall not have the unrestricted right to terminate this contract under this Paragraph 5.
- E. **TIME:** Time is of the essence for this paragraph and strict compliance with the time for performance is required.

6. **TITLE POLICY AND SURVEY:**

- A. **TITLE POLICY:** Seller shall furnish to Buyer at ☐ Seller's ☒ Buyer's expense an owner's policy of title insurance (Title Policy) issued by Stewart Title Guaranty Company

(Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:

- (1) Restrictive covenants common to the platted subdivision in which the Property is located.
- (2) The standard printed exception for standby fees, taxes and assessments.
- (3) Liens created as part of the financing described in Paragraph 3.
- (4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.
- (5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
- (6) The standard printed exception as to marital rights.
- (7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
- (8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements:

☐ (i) will not be amended or deleted from the title policy; or

☒ (ii) ^{may} will be amended to read, "shortages in area" at the expense of ☒ Buyer ☐ Seller.

(9) The exception or exclusion regarding minerals approved by the Texas Department of Insurance.

- B. **COMMITMENT:** Within ¹⁵~~20~~ days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.

- C. **SURVEY:** The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only)

☐ (1) Within _____ days after the Effective Date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit promulgated by the Texas Department of Insurance (T-47 Affidavit). If Seller fails to furnish the existing survey or affidavit within the time prescribed, Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date. If the existing survey or affidavit is not acceptable to Title Company or Buyer's lender(s), Buyer shall obtain a new survey at ☐ Seller's ☐ Buyer's expense no later than 3 days prior to Closing Date.

☒ (2) Within 20 days after the Effective Date of this contract, Buyer shall obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier.

☐ (3) Within _____ days after the Effective Date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.

- D. **OBJECTIONS:** Buyer may object in writing to (i) defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (7) above; or disclosed in the Commitment other than items 6A(1) through (9) above; (ii) any portion of the Property lying in a special flood hazard area (Zone V or A) as shown on the current Federal Emergency Management Agency map; or (iii) any exceptions which prohibit the following use or activity:

Buyer must object the earlier of (i) the Closing Date or (ii) 10 days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived. Provided Seller is not obligated to incur any expense, Seller shall cure any timely objections of Buyer or any third party lender within 15 days after Seller receives the objections (Cure Period) and the Closing Date will be extended as necessary. If objections are not cured within the Cure Period, Buyer may, by delivering notice to Seller within 5 days after the end of the Cure Period: (i) terminate this contract and the earnest money will be refunded to Buyer; or (ii) waive the objections. If Buyer does not terminate

(Address of Property)

within the time required, Buyer shall be deemed to have waived the objections. If the Commitment or Survey is revised or any new Exception Document(s) is delivered, Buyer may object to any new matter revealed in the revised Commitment or Survey or new Exception Document(s) within the same time stated in this paragraph to make objections beginning when the revised Commitment, Survey, or Exception Document(s) is delivered to Buyer.

E. TITLE NOTICES:

(1) **ABSTRACT OR TITLE POLICY:** Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.

(2) **MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S):** The Property ☐ is ☒ is not subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2 in which the Property is located, you are obligated to be a member of the property owners association(s). Restrictive covenants governing the use and occupancy of the Property and all dedicatory instruments governing the establishment, maintenance, and operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instruments may be obtained from the county clerk. You are obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in enforcement of the association's lien on and the foreclosure of the Property.

Section 207.003, Property Code, entitles an owner to receive copies of any document that governs the establishment, maintenance, or operation of a subdivision, including, but not limited to, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners' association. A resale certificate contains information including, but not limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the property owners' association is a party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to you by the property owners' association or the association's agent on your request.

If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in a Property Owners Association should be used.

(3) **STATUTORY TAX DISTRICTS:** If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.

(4) **TIDE WATERS:** If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.

(5) **ANNEXATION:** If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.

(6) **PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER:** Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.

(7) **PUBLIC IMPROVEMENT DISTRICTS:** If the Property is in a public improvement district, §5.014, Property Code, requires Seller to notify Buyer as follows: As a purchaser of this parcel of real property you are obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district under Chapter 372,

(Address of Property)

Local Government Code. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the municipality or county levying the assessment. The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of your property.

- (8) TEXAS AGRICULTURAL DEVELOPMENT DISTRICT: The Property ☐ is ☒ is not located in a Texas Agricultural Development District. For additional information, contact the Texas Department of Agriculture.
- (9) TRANSFER FEES: If the Property is subject to a private transfer fee obligation, §5.205, Property Code requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.
- (10) PROPANE GAS SYSTEM SERVICE AREA: If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.
- (11) NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."

7. PROPERTY CONDITION:

- A. ACCESS, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.

NOTICE: Buyer should determine the availability of utilities to the Property suitable to satisfy Buyer's needs.

- B. ACCEPTANCE OF PROPERTY CONDITION: "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7B (1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.

(Check one box only)

- ☒ (1) Buyer accepts the Property As Is.
- ☐ (2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the following specific repairs and treatments:

(Do not insert general phrases, such as "subject to inspections" that do not identify specific repairs and treatments.)

- C. COMPLETION OF REPAIRS: Unless otherwise agreed in writing: (i) Seller shall complete all agreed repairs and treatments prior to the Closing Date; and (ii) all required permits must be obtained, and repairs and treatments must be performed by persons who are licensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. At Buyer's election, any transferable warranties received by Seller with respect to the repairs and treatments will be transferred to Buyer at Buyer's expense. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days, if necessary, for Seller to complete repairs and treatments.
- D. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.
- E. SELLER'S DISCLOSURES: Except as otherwise disclosed in this contract, Seller has no knowledge of the following:
- (1) any flooding of the Property which has had a material adverse effect on the use of the Property;
 - (2) any pending or threatened litigation, condemnation, or special assessment affecting the Property;
 - (3) any environmental hazards that materially and adversely affect the Property;
 - (4) any dumpsite, landfill, or underground tanks or containers now or previously located on the Property;
 - (5) any wetlands, as defined by federal or state law or regulation, affecting the Property; or
 - (6) any threatened or endangered species or their habitat affecting the Property.

8. BROKERS AND SALES AGENTS:

A. **BROKER OR SALES AGENT DISCLOSURE:** Texas law requires a real estate broker or sales agent who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the broker or sales agent owns more than 10%, or a trust for which the broker or sales agent acts as a trustee or of which the broker or sales agent or the broker or sales agent's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: _____

B. **BROKERS' FEES:** All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

9. CLOSING:

A. The closing of the sale will be on or before June 10, 2021, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.

B. At closing:

(1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.

(2) Buyer shall pay the Sales Price in good funds acceptable to the escrow agent.

(3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.

(4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.

10. POSSESSION: Seller shall deliver to Buyer possession of the Property in its present or required condition upon closing and funding.

11. SPECIAL PROVISIONS: (Insert only factual statements and business details applicable to the sale. TREC rules prohibit license holders from adding factual statements or business details for which a contract addendum or other form has been promulgated by TREC for mandatory use.)

A) Buyer's obligation for performance hereunder is subject to its Board's approval and ratification of this Contract by May 12, 2021.

B) Facsimile, electronic or emailed signatures are deemed same as originals for purposes of formation hereunder.

12. SETTLEMENT AND OTHER EXPENSES:

A. The following expenses must be paid at or prior to closing:

(1) Expenses payable by Seller (Seller's Expenses):

(a) Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses payable by Seller under this contract.

(b) Seller shall also pay an amount not to exceed \$ _____ to be applied in the following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas Veterans Land Board or other governmental loan programs, and then to other Buyer's Expenses as allowed by the lender.

(2) Expenses payable by Buyer (Buyer's Expenses): Appraisal fees; loan application fees; origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; and other expenses payable by Buyer under this contract.

B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

13. PRORATIONS AND ROLLBACK TAXES:

A. **PRORATIONS:** Taxes for the current year, interest, maintenance fees, assessments, dues and rents will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.

(Address of Property)

- B. **ROLLBACK TAXES:** If this sale or Buyer's use of the Property after closing results in the assessment of additional taxes, penalties or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of Buyer. If Assessments are imposed because of Seller's use or change in use of the Property prior to closing, the Assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.
14. **CASUALTY LOSS:** If any part of the Property is damaged or destroyed by fire or other casualty after the Effective Date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds, if permitted by Seller's insurance carrier, and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.
15. **DEFAULT:** If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, ~~seek such other relief as may be provided by law or both,~~ or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract Seller will be in default and Buyer may (a) enforce specific performance, ~~seek such other relief as may be provided by law or both,~~ or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.
16. **MEDIATION:** It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.
17. **ATTORNEY'S FEES:** A Buyer, Seller, Listing Broker, Other Broker, or escrow agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.
18. **ESCROW:**
- A. **ESCROW:** The escrow agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as escrow agent. Escrow agent may require any disbursement made in connection with this contract to be conditioned on escrow agent's collection of good funds acceptable to escrow agent.
 - B. **EXPENSES:** At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, escrow agent may: (i) require a written release of liability of the escrow agent from all parties; and (ii) require payment of unpaid expenses incurred on behalf of a party. Escrow agent may deduct authorized expenses from the earnest money payable to a party. "Authorized expenses" means expenses incurred by escrow agent on behalf of the party entitled to the earnest money that were authorized by this contract or that party.
 - C. **DEMAND:** Upon termination of this contract, either party or the escrow agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the escrow agent. If either party fails to execute the release, either party may make a written demand to the escrow agent for the earnest money. If only one party makes written demand for the earnest money, escrow agent shall promptly provide a copy of the demand to the other party. If escrow agent does not receive written objection to the demand from the other party within 15 days, escrow agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and escrow agent may pay the same to the creditors. If escrow agent complies with the provisions of this paragraph, each party hereby releases escrow agent from all adverse claims related to the disbursement of the earnest money.
 - D. **DAMAGES:** Any party who wrongfully fails or refuses to sign a release acceptable to the escrow agent within 7 days of receipt of the request will be liable to the other party for (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
 - E. **NOTICES:** Escrow agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by escrow agent.
19. **REPRESENTATIONS:** All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.
20. **FEDERAL TAX REQUIREMENTS:** If Seller is a "foreign person," as defined by Internal Revenue Code and its regulations, or if Seller fails to deliver an affidavit or a certificate of non-foreign status to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the

Contract Concerning Lots 29&30 on Green Street (proposed), Tomball, Page 7 of 10 11-10-20
(Address of Property)

Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.

21. **NOTICES:** All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by fax or electronic transmission as follows:

To Buyer at: P.O. Box 820, Tomball, TX 77377

To Seller at: 110 S. Chestnut St., Ste A

Tomball, TX 77375-0906

Phone: (281)401-4086

Phone: (832)892-0493

E-mail/Fax: 281-351-7223

E-mail/Fax: _____

E-mail/Fax: kviolette@tomballtxedc.org

E-mail/Fax: _____

22. **AGREEMENT OF PARTIES:** This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (check all applicable boxes):

- ☐ Third Party Financing Addendum
☐ Seller Financing Addendum
☐ Addendum for Property Subject to Mandatory Membership in a Property Owners Association
☐ Buyer's Temporary Residential Lease
☐ Seller's Temporary Residential Lease
☐ Addendum for Reservation of Oil, Gas and Other Minerals
☐ Addendum for "Back-Up" Contract
☐ Addendum Concerning Right to Terminate Due to Lender's Appraisal

- ☐ Addendum for Coastal Area Property
☐ Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum
☐ Addendum for Property Located Seaward of the Gulf Intracoastal Waterway
☐ Addendum for Sale of Other Property by Buyer
☐ Addendum for Property in a Propane Gas System Service Area
☒ Other (list): Exhibit "A" Site Map, Information About Brokerage Services

23. **CONSULT AN ATTORNEY BEFORE SIGNING:** TREC rules prohibit real estate license holders from giving legal advice. READ THIS CONTRACT CAREFULLY.

Buyer's
Attorney is: Justin Pruitt, Olson & Olson LLP
2727 Allen Parkway, Ste 600
Houston, TX 77019

Seller's
Attorney is: _____

Phone: (713)533-3878

Phone: _____

Fax: (713)533-3888

Fax: _____

E-mail: jpruitt@olsonllp.com

E-mail: _____

Contract Concerning Lots 29&30 on Green Street (proposed), Tomball, Page 8 of 10 11-10-20
(Address of Property)

EXECUTED the _____ day of _____, _____ (Effective Date).
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

Buyer
TOMBALL ECONOMIC DEVELOPMENT CORPORATION

Seller
DONALD LEVY

By:
Buyer Kelly Violette,
Executive Director

Seller



The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (<http://www.trec.texas.gov>) TREC NO. 9-14. This form replaces TREC NO. 9-13.

TXR 1607

TREC NO. 9-14

Contract Concerning Lots 29&30 on Green Street (proposed), Tomball, Page 9 of 10 11-10-20
(Address of Property)

BROKER INFORMATION
(Print name(s) only. Do not sign)

Colliers International Houston Inc. 0029114 NONE
Other Broker Firm License No. Listing Broker Firm License No.
represents ☒ Buyer only as Buyer's agent represents ☐ Seller and Buyer as an intermediary
☐ Seller as Listing Broker's subagent ☐ Seller only as Seller's agent

Tom Condon, Jr 419324
Associate's Name License No. Listing Associate's Name License No.

Team Name Team Name
tom.condon.jr@colliers.com (713)830-4007
Associate's Email Address Phone Listing Associate's Email Address Phone

Patrick Duffy, MCR
Licensed Supervisor of Associate License No. Licensed Supervisor of Listing Associate License No.
1790 Hughes Landing Blvd, Ste 250
Other Broker's Address Phone Listing Broker's Office Address Phone

The Woodlands TX 77380
City State Zip City State Zip

Selling Associate's Name License No.

Team Name

Selling Associate's Email Address Phone

Licensed Supervisor of Selling Associate License No.

Selling Associate's Office Address

City State Zip

Disclosure: Pursuant to a previous, separate agreement (such as a MLS offer of compensation or other agreement between brokers), Listing Broker has agreed to pay Other Broker a fee (6% of Sales Price Buyer). This disclosure is for informational purposes and does not change the previous agreement between brokers to pay or share a commission.

Contract Concerning Lots 29&30 on Green Street (proposed), Tomball, Page 10 of 10 11-10-20
(Address of Property)

OPTION FEE RECEIPT

Receipt of \$ _____ (Option Fee) in the form of _____
is acknowledged.

Escrow Agent _____ Date _____

EARNEST MONEY RECEIPT

Receipt of \$ _____ Earnest Money in the form of _____
is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date/Time _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____

CONTRACT RECEIPT

Receipt of the Contract is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____

ADDITIONAL EARNEST MONEY RECEIPT

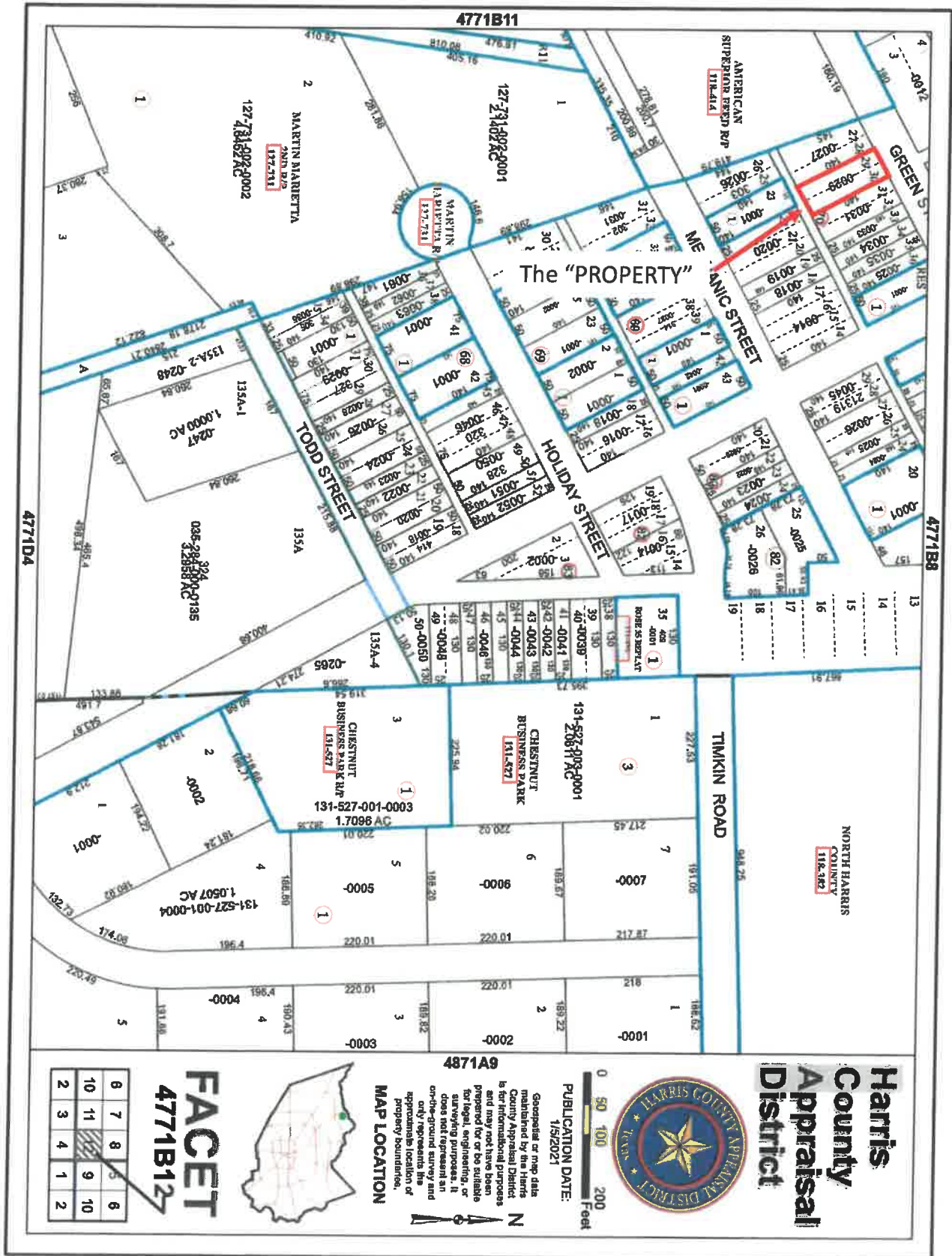
Receipt of \$ _____ additional Earnest Money in the form of _____
is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date/Time _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____

Exhibit "A" Site Map; Levy Lots



Not to scale; for illustrative purposes only.



Information About Brokerage Services

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

TYPES OF REAL ESTATE LICENSE HOLDERS:

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

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

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

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

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

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

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

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

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

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

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

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

**Colliers International
Houston, Inc.**

Licensed Broker/Broker Firm Name or
Primary Assumed Business Name

29114

License No.

houston.info@colliers.com

Email

(713) 222-2111

Phone

Gary Mabray

Designated Broker of Firm

138207

License No.

gary.mabray@colliers.com

Email

(713) 830-2104

Phone

Patrick Duffy, MCR

Licensed Supervisor of Sales Agent/
Associate

604308

License No.

patrick.duffy@colliers.com

Email

(713) 830-2112

Phone

Tom Condon, Jr.

Sales Agent/Associate's Name

419324

License No.

tom.condon.jr@colliers.com

Email

(713) 830-2407

Phone

Buyer/Tenant/Seller/Landlord Initials

Date