

**SPECIAL CALLED  
MEETING AGENDA  
ANNA COMMUNITY DEVELOPMENT CORPORATION  
AND  
ANNA ECONOMIC DEVELOPMENT CORPORATION**

**Wednesday, October 5, 2022 @ 6:00 PM**

**The EDC/CDC of the City of Anna will meet at 6:00 PM, on October 5, 2022, at the Anna Municipal Complex, located at 120 W. 7th Street, to consider the following items below.**

1. **Call to Order, Roll Call, and Establishment of Quorum.**
2. **Invocation and Pledge of Allegiance.**
3. **Neighbor Comments.**  
*Persons may address the Board of Directors on items not on the agenda; please observe the time limit of three (3) minutes. Members of the Board cannot comment on or deliberate statements of the public except as authorized by Section 551.042 of the Texas Government Code.*
4. **Consent Agenda.**
  - a. Approve minutes from the September 7, 2022, Joint Community Development Corporation and Economic Development Corporation Meeting. (CDC)
  - b. Approve minutes from the September 7, 2022, Joint Community Development Corporation and Economic Development Corporation Meeting. (EDC)
5. **Individual Consideration.**
  - a. Receive a presentation regarding the Anna ISD Bond Election from Superintendent Michael Comeaux.
  - b. Consider/Discuss/Action on a Resolution approving a Use Agreement with the City of Anna, Texas and a Special Warranty Deed for the transfer of real property to the Anna EDC. (EDC)
  - c. Consider/Discuss/Action on a Resolution approving an Incentive Agreement with 3 Nations Brewing LLC. (EDC)
  - d. Consider/Discuss/Action on a Resolution approving a Lease Agreement with 3

---

IMPORTANT LEGAL NOTICE: The Corporation may vote and/or act upon each of the items listed in this agenda. The Corporation reserves the right to retire into executive session concerning any of the items listed on this agenda, whenever it is considered necessary and legally justified under the Open Meetings Act. Disabled persons who want to attend this meeting and who may need assistance should contact the City Secretary at 972-924-3325 two working days prior to the meeting so that appropriate arrangements can be made.

Nations Brewing LLC for 101 S. Powell Pkwy. (EDC)

- e. Consider/Discuss/Action on engaging a real estate representative. (EDC)
6. **Director's Report.**
- a. Strategic Plan Update
  - b. Financial Report / Sales Tax Update
  - c. November Meeting Date
7. **Closed Session.**
- a. Deliberate regarding the purchase, exchange, lease or value of real property. (Tex. Gov't Code §551.072) possible property acquisition; possible land sale/purchase.
  - b. Consult with legal counsel on matters in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Government Code (Tex. Gov't Code §551.071); Grant program; Lease agreement and professional services contract.
  - c. Discuss or deliberate Economic Development Negotiations: (1) To discuss or deliberate regarding commercial or financial information that the Board of Directors has received from a business prospect that the Board of Directors seeks to have locate, stay, or expand in or near the territory of the City of Anna and with which the Board is conducting economic development negotiations; or, (2) To deliberate the offer of a financial or other incentive to a business prospect described by subdivision (1). (Tex. Gov't Code §551.087) potential retail and medical projects.
8. **Reconvene into open session and take any action on closed session items.**
9. **Receive reports from staff or Board Members about items of community interest.**
10. **Adjourn.**

This is to certify that I, Joey Grisham, Director of Economic Development, posted this agenda on the City's website ([www.annatexas.gov](http://www.annatexas.gov)) and at a place readily accessible to the public at the Anna Municipal Complex bulletin board at or before 5:00 p.m. on Friday, September 30, 2022.

---

Joey Grisham, Director of Economic  
Development

---

IMPORTANT LEGAL NOTICE: The Corporation may vote and/or act upon each of the items listed in this agenda. The Corporation reserves the right to retire into executive session concerning any of the items listed on this agenda, whenever it is considered necessary and legally justified under the Open Meetings Act. Disabled persons who want to attend this meeting and who may need assistance should contact the City Secretary at 972-924-3325 two working days prior to the meeting so that appropriate arrangements can be made.



Item No. 3.

EDC/CDC Agenda  
Staff Report

Meeting Date: 10/5/2022  
Staff Contact:

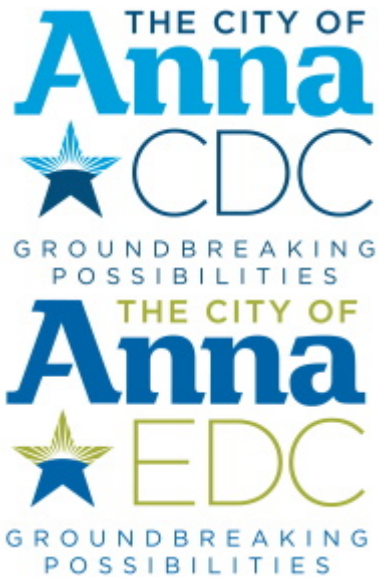
**AGENDA ITEM:**

**Neighbor Comments.**

**SUMMARY:**

**STAFF RECOMMENDATION:**

**ATTACHMENTS:**



Item No. 4.a.

EDC/CDC Agenda  
Staff Report

Meeting Date: 10/5/2022

Staff Contact:

**AGENDA ITEM:**

Approve minutes from the September 7, 2022, Joint Community Development Corporation and Economic Development Corporation Meeting. (CDC)

**SUMMARY:**

**STAFF RECOMMENDATION:**

**ATTACHMENTS:**

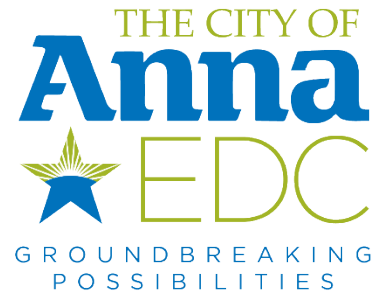
1. September 7 2022 CDC EDC Joint Meeting Minutes Final

Officers:

Bruce Norwood, President  
Shane Williams, Vice-President  
Rocio Gonzalez, Secretary

Staff:

Joey Grisham, Director of Economic Development  
Taylor Lough, Assistant Director of Economic Development  
Kimberly Garduno, Economic Development Coordinator



**Anna Community Development Corporation and Anna Economic Development Corporation Special-Called Meeting Minutes**

**Wednesday, September 7, 2022, at 6:00 pm**

**City of Anna Fire Station EOC Conference Room**

**305 S. Powell Parkway, Anna, Texas 75409**

The Anna Community Development Corporation and the Anna Economic Development Corporation conducted a special-called meeting at 6:00 p.m. on Wednesday, September 7, 2022, at the Anna Fire Station EOC Conference Room, located at 305 S. Powell Parkway (Highway 5) Anna, Texas 75409.

A video recording of the open session portions of the meeting may be viewed online at the City of Anna's website: <https://www.annatexas.gov/962/AgendasMinutes>

**CDC and EDC Board Members Present:** Bruce Norwood, Rocio Gonzalez, Kylee Kelley, Ronnie Kerr, Gina Maria Ottavio, Michelle Hawkins and Shane Williams. **CDC and EDC Board Members Absent:** None. **Others Present:** Joey Grisham (Director of Economic Development), Taylor Lough (Assistant Director of Economic Development), Kimberly Garduno (Economic Development Coordinator), Lee Miller (Mayor Pro Tem) and Clark McCoy (Attorney).

**1. Call to Order. Roll Call and Establishment of Quorum.**

The meeting was called to order by Board President Bruce Norwood at 6:02 p.m.

**2. Invocation and Pledge of Allegiance.**

Invocation and Pledge of Allegiance were led by Bruce Norwood.

**3. Neighbor Comments.**

None.

**4. Consent Agenda.**

- a. Consider/Discuss/Act on approving minutes from the July 21, 2022, Joint City Council, Community Development Corporation and Economic Development Corporation Special-Called Meeting. (CDC)
- b. Consider/Discuss/Act on approving minutes from the July 21, 2022, Joint City Council, Community Development Corporation and Economic Development Corporation Special-Called Meeting. (EDC)

Officers:

Bruce Norwood, President  
Shane Williams, Vice-President  
Rocio Gonzalez, Secretary

Staff:

Joey Grisham, Director of Economic Development  
Taylor Lough, Assistant Director of Economic Development  
Kimberly Garduno, Economic Development Coordinator

*Michelle Hawkins made a motion on behalf of the CDC and EDC to approve the consent agenda. Ronnie Kerr seconded the motion. All were in favor. Motion passed.*

**5. Individual Consideration**

**a. Retail update from Casey Kidd with Navi Retail.**

Casey Kidd with Navi Retail provided a presentation to the Board and highlighted the things he has been working on for the CDC.

**b. Consider/Discuss/Act on a resolution approving an agreement with Cooksey Communications for public relations and marketing services. (CDC)**

Taylor Lough explained that in 2019 the CDC engaged Cooksey Communications to create a Marketing audit and plan before the City of Anna hired a Communications Manager. Cooksey has done an excellent job sharing the story of Anna through public and news relations. With an increase in price and the ability for the CDC to utilize the City's Communications Manager, the proposed agreement with Cooksey Communications is for 28 hours, which is 2 hours less than the current contract.

*Bruce Norwood made a motion on behalf of the CDC Board authorizing the Board President to execute a contract for marketing, advertising, and promotional services to charge the CDC's contract services line item in an amount not to exceed \$75,000 in Fiscal Year 2022-2023 for marketing and promotional services for community and economic development purposes. Kylee Kelley seconded the motion. All were in favor. Motion passed.*

**c. Consider/Discuss/Act on a resolution authorizing the expenditure of funds for engineering services related to 101 S. Powell Pkwy. (EDC)**

Taylor Lough explained this item is to update the survey and plat for the current police/finance building. The EDC is working to finalize an agreement with a brewery concept. With TxDOT's plans to widen State Highway 5, there has been a change to the property boundaries that need updating.

*Shane Williams made a motion on behalf of the Economic Development Corporation Board approving a resolution authorizing the expenditure of funds for engineering services related to 101 S. Powell Parkway not to exceed \$9,000. Michelle Hawkins seconded the motion. All were in favor. Motion passed.*

**6. Director's Report**

**a. Strategic Plan Update**

During the month of August Economic Development staff met with various departments and Oncor representatives to discuss burying overhead electrical

Officers:

Bruce Norwood, President  
Shane Williams, Vice-President  
Rocio Gonzalez, Secretary

Staff:

Joey Grisham, Director of Economic Development  
Taylor Lough, Assistant Director of Economic Development  
Kimberly Garduno, Economic Development Coordinator

lines in Downtown, which we found will be very expensive. Staff submitted amendments to update the City's zoning ordinances. We expect this to come before the City Council in a few months. The Economic Development Director attended the ribbon cutting of the Rosamond-Sherley Elementary School and presented to smaller cities in the region at the Texoma Council of Governments. Several smaller cities in the area were in attendance. Assistant Director of Economic Development met with Collin College to discuss future workforce partnerships. The LinkedIn page has 911 followers, which is more than several cities much larger than Anna.

**b. Financial Report/Sales Tax Update**

Sales tax reports were included in the packet. The June 2022 sales tax revenue was 24.8% or \$116,187 over June 2021. The fiscal year ends September 30. We expect to be under budget this year, which will allow the ability for more projects next year, especially in downtown.

**7. CLOSED SESSION (exceptions):**

- a. Deliberate regarding the purchase, exchange, lease or value of real property.** (Tex. Gov't Code §551.072) possible property acquisition; possible land sale/purchase;
- b. Consult with legal counsel on matters in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Government Code** (Tex. Gov't Code §551.071); Grant program; Lease agreement and professional services contract.
- c. Discuss or deliberate Economic Development Negotiations:**
  - (1) To discuss or deliberate regarding commercial or financial information that the Board of Directors has received from a business prospect that the Board of Directors seeks to have locate, stay, or expand in or near the territory of the City of Anna and with which the Board is conducting economic development negotiations; or,
  - (2) To deliberate the offer of a financial or other incentive to a business prospect described by subdivision (1). (Tex. Gov't Code §551.087) Anna Business Park Property; potential retail and medical projects.

*Rocio Gonzalez made a motion to enter closed session. Kylee Kelley seconded the motion. All were in favor. Motion passed. CDC Board entered closed session at 6:44 p.m.*

**8. Reconvene into open session and take any action on closed session items.**

*Shane Williams made a motion to reconvene into open session. Gina Maria Ottavio seconded the motion. All were in favor. Motion passed. The CDC reconvened into open session at 7:12 p.m.*

**9. Receive reports from staff or Board Members about items of community interest.**

Friday is the first home football game for the Anna Coyotes who are ranked number eight in the State.

Officers:

Bruce Norwood, President  
Shane Williams, Vice-President  
Rocio Gonzalez, Secretary

Staff:

Joey Grisham, Director of Economic Development  
Taylor Lough, Assistant Director of Economic Development  
Kimberly Garduno, Economic Development Coordinator

City Hall ribbon cutting and tour will be held at 5:30 p.m. at Tuesday, September 13.

Saturday, October 1 Neighborhood Services and the CDC are hosting Anna Fest on the Municipal Campus. The event will feature armadillo races, photos with a longhorn, food, drink and more.

10. **Adjourn.**

*Rocio Gonzalez made a motion to adjourn the meeting at 7:15 p.m. Michelle Hawkins seconded the motion. All were in favor. Motion passed.*

**APPROVED:**

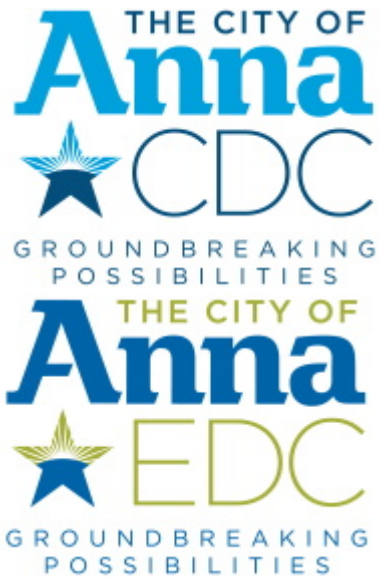
**ATTESTED:**

---

Bruce Norwood  
President of CDC/EDC

---

Rocio Gonzalez  
Secretary of CDC/EDC



Item No. 4.b.

EDC/CDC Agenda  
Staff Report

Meeting Date: 10/5/2022

Staff Contact:

**AGENDA ITEM:**

Approve minutes from the September 7, 2022, Joint Community Development Corporation and Economic Development Corporation Meeting. (EDC)

**SUMMARY:**

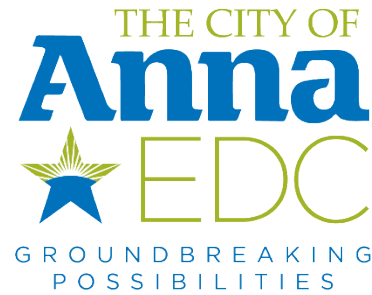
**STAFF RECOMMENDATION:**

**ATTACHMENTS:**

1. September 7 2022 CDC EDC Joint Meeting Minutes Final

Officers:  
Bruce Norwood, President  
Shane Williams, Vice-President  
Rocio Gonzalez, Secretary

Staff:  
Joey Grisham, Director of Economic Development  
Taylor Lough, Assistant Director of Economic Development  
Kimberly Garduno, Economic Development Coordinator



## **Anna Community Development Corporation and Anna Economic Development Corporation Special-Called Meeting Minutes**

**Wednesday, September 7, 2022, at 6:00 pm**

**City of Anna Fire Station EOC Conference Room**

**305 S. Powell Parkway, Anna, Texas 75409**

The Anna Community Development Corporation and the Anna Economic Development Corporation conducted a special-called meeting at 6:00 p.m. on Wednesday, September 7, 2022, at the Anna Fire Station EOC Conference Room, located at 305 S. Powell Parkway (Highway 5) Anna, Texas 75409.

A video recording of the open session portions of the meeting may be viewed online at the City of Anna's website: <https://www.annatexas.gov/962/AgendasMinutes>

**CDC and EDC Board Members Present:** Bruce Norwood, Rocio Gonzalez, Kylee Kelley, Ronnie Kerr, Gina Maria Ottavio, Michelle Hawkins and Shane Williams. **CDC and EDC Board Members Absent:** None. **Others Present:** Joey Grisham (Director of Economic Development), Taylor Lough (Assistant Director of Economic Development), Kimberly Garduno (Economic Development Coordinator), Lee Miller (Mayor Pro Tem) and Clark McCoy (Attorney).

**1. Call to Order. Roll Call and Establishment of Quorum.**

The meeting was called to order by Board President Bruce Norwood at 6:02 p.m.

**2. Invocation and Pledge of Allegiance.**

Invocation and Pledge of Allegiance were led by Bruce Norwood.

**3. Neighbor Comments.**

None.

**4. Consent Agenda.**

- a. Consider/Discuss/Act on approving minutes from the July 21, 2022, Joint City Council, Community Development Corporation and Economic Development Corporation Special-Called Meeting. (CDC)
- b. Consider/Discuss/Act on approving minutes from the July 21, 2022, Joint City Council, Community Development Corporation and Economic Development Corporation Special-Called Meeting. (EDC)

Officers:

Bruce Norwood, President  
Shane Williams, Vice-President  
Rocio Gonzalez, Secretary

Staff:

Joey Grisham, Director of Economic Development  
Taylor Lough, Assistant Director of Economic Development  
Kimberly Garduno, Economic Development Coordinator

*Michelle Hawkins made a motion on behalf of the CDC and EDC to approve the consent agenda. Ronnie Kerr seconded the motion. All were in favor. Motion passed.*

**5. Individual Consideration**

**a. Retail update from Casey Kidd with Navi Retail.**

Casey Kidd with Navi Retail provided a presentation to the Board and highlighted the things he has been working on for the CDC.

**b. Consider/Discuss/Act on a resolution approving an agreement with Cooksey Communications for public relations and marketing services. (CDC)**

Taylor Lough explained that in 2019 the CDC engaged Cooksey Communications to create a Marketing audit and plan before the City of Anna hired a Communications Manager. Cooksey has done an excellent job sharing the story of Anna through public and news relations. With an increase in price and the ability for the CDC to utilize the City's Communications Manager, the proposed agreement with Cooksey Communications is for 28 hours, which is 2 hours less than the current contract.

*Bruce Norwood made a motion on behalf of the CDC Board authorizing the Board President to execute a contract for marketing, advertising, and promotional services to charge the CDC's contract services line item in an amount not to exceed \$75,000 in Fiscal Year 2022-2023 for marketing and promotional services for community and economic development purposes. Kylee Kelley seconded the motion. All were in favor. Motion passed.*

**c. Consider/Discuss/Act on a resolution authorizing the expenditure of funds for engineering services related to 101 S. Powell Pkwy. (EDC)**

Taylor Lough explained this item is to update the survey and plat for the current police/finance building. The EDC is working to finalize an agreement with a brewery concept. With TxDOT's plans to widen State Highway 5, there has been a change to the property boundaries that need updating.

*Shane Williams made a motion on behalf of the Economic Development Corporation Board approving a resolution authorizing the expenditure of funds for engineering services related to 101 S. Powell Parkway not to exceed \$9,000. Michelle Hawkins seconded the motion. All were in favor. Motion passed.*

**6. Director's Report**

**a. Strategic Plan Update**

During the month of August Economic Development staff met with various departments and Oncor representatives to discuss burying overhead electrical

Officers:

Bruce Norwood, President  
Shane Williams, Vice-President  
Rocio Gonzalez, Secretary

Staff:

Joey Grisham, Director of Economic Development  
Taylor Lough, Assistant Director of Economic Development  
Kimberly Garduno, Economic Development Coordinator

lines in Downtown, which we found will be very expensive. Staff submitted amendments to update the City's zoning ordinances. We expect this to come before the City Council in a few months. The Economic Development Director attended the ribbon cutting of the Rosamond-Sherley Elementary School and presented to smaller cities in the region at the Texoma Council of Governments. Several smaller cities in the area were in attendance. Assistant Director of Economic Development met with Collin College to discuss future workforce partnerships. The LinkedIn page has 911 followers, which is more than several cities much larger than Anna.

**b. Financial Report/Sales Tax Update**

Sales tax reports were included in the packet. The June 2022 sales tax revenue was 24.8% or \$116,187 over June 2021. The fiscal year ends September 30. We expect to be under budget this year, which will allow the ability for more projects next year, especially in downtown.

**7. CLOSED SESSION (exceptions):**

- a. Deliberate regarding the purchase, exchange, lease or value of real property.** (Tex. Gov't Code §551.072) possible property acquisition; possible land sale/purchase;
- b. Consult with legal counsel on matters in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Government Code** (Tex. Gov't Code §551.071); Grant program; Lease agreement and professional services contract.
- c. Discuss or deliberate Economic Development Negotiations:**
  - (1) To discuss or deliberate regarding commercial or financial information that the Board of Directors has received from a business prospect that the Board of Directors seeks to have locate, stay, or expand in or near the territory of the City of Anna and with which the Board is conducting economic development negotiations; or,
  - (2) To deliberate the offer of a financial or other incentive to a business prospect described by subdivision (1). (Tex. Gov't Code §551.087) Anna Business Park Property; potential retail and medical projects.

*Rocio Gonzalez made a motion to enter closed session. Kylee Kelley seconded the motion. All were in favor. Motion passed. CDC Board entered closed session at 6:44 p.m.*

**8. Reconvene into open session and take any action on closed session items.**

*Shane Williams made a motion to reconvene into open session. Gina Maria Ottavio seconded the motion. All were in favor. Motion passed. The CDC reconvened into open session at 7:12 p.m.*

**9. Receive reports from staff or Board Members about items of community interest.**

Friday is the first home football game for the Anna Coyotes who are ranked number eight in the State.

Officers:

Bruce Norwood, President  
Shane Williams, Vice-President  
Rocio Gonzalez, Secretary

Staff:

Joey Grisham, Director of Economic Development  
Taylor Lough, Assistant Director of Economic Development  
Kimberly Garduno, Economic Development Coordinator

City Hall ribbon cutting and tour will be held at 5:30 p.m. at Tuesday, September 13.

Saturday, October 1 Neighborhood Services and the CDC are hosting Anna Fest on the Municipal Campus. The event will feature armadillo races, photos with a longhorn, food, drink and more.

10. **Adjourn.**

*Rocio Gonzalez made a motion to adjourn the meeting at 7:15 p.m. Michelle Hawkins seconded the motion. All were in favor. Motion passed.*

**APPROVED:**

**ATTESTED:**

---

Bruce Norwood  
President of CDC/EDC

---

Rocio Gonzalez  
Secretary of CDC/EDC



Item No. 5.

EDC/CDC Agenda  
Staff Report

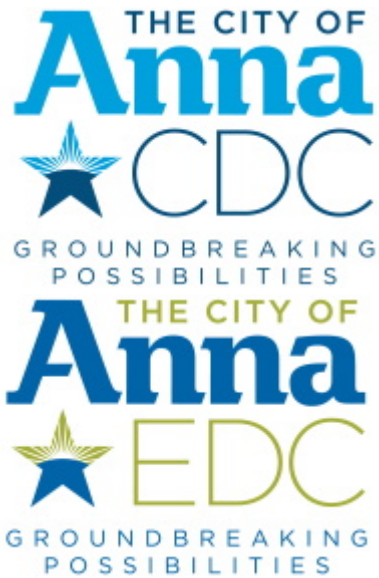
Meeting Date: 10/5/2022  
Staff Contact:

**AGENDA ITEM:**  
**Individual Consideration.**

**SUMMARY:**

**STAFF RECOMMENDATION:**

**ATTACHMENTS:**



Item No. 5.a.

EDC/CDC Agenda  
Staff Report

Meeting Date: 10/5/2022

Staff Contact:

**AGENDA ITEM:**

Receive a presentation regarding the Anna ISD Bond Election from Superintendent Michael Comeaux.

**SUMMARY:**

Superintendent Michael Comeaux will provide a presentation.

**STAFF RECOMMENDATION:**

**ATTACHMENTS:**

1. 15 min. ANNA- WRA Architects



[ANNAISDBOND.COM](http://ANNAISDBOND.COM)





# Tax Rate



**There will be no tax rate increase associated with the 2022 bond election.**



# LONG-RANGE PLANNING PROCESS



Reviewed district-wide historic and future enrollment projections



Assessed campus and departmental needs



Gathered feedback from a Bond Committee made up of admin, staff, and community members



A recommendation was made to the Board of Trustees in August 2022



Board of Trustees called a bond in the amount of \$873,735,000



Election day is November 8, 2022



# TEN YEAR FORECAST BY CAMPUS

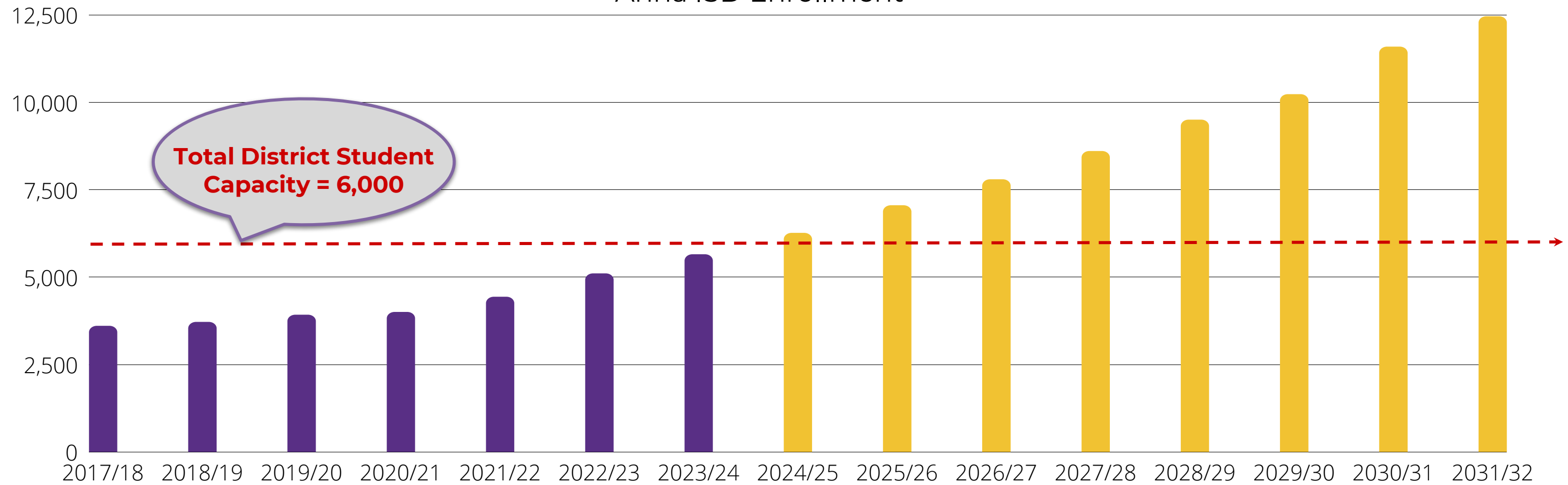
ELEMENTARY CAMPUS	HISTORY		FALL	ENROLLMENT PROJECTIONS									
	Capacity	2020/21	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31	2031/32
ANNA EDUCATION CENTER (PK)	-	118	97	0	0	0	0	0	0	0	0	0	0
JOE K BRYANT ELEMENTARY	750	637	700	635	758	895	1,026	1,186	1,321	1,403	1,513	1,570	1,639
HARLOW ELEMENTARY	750	665	794	579	716	814	956	1,043	1,134	1,231	1,302	1,359	1,375
ROSAMOND-SHERELY ELEMENTARY	750			644	701	736	745	728	728	731	745	782	878
SUE EVELYN RATTAN ELEMENTARY	750	530	590	662	738	830	973	1,114	1,285	1,453	1,624	1,835	2,049
<b>ELEMENTARY TOTALS</b>	<b>3,000</b>	<b>1,950</b>	<b>2,181</b>	<b>2,520</b>	<b>2,913</b>	<b>3,275</b>	<b>3,700</b>	<b>4,071</b>	<b>4,468</b>	<b>4,818</b>	<b>5,184</b>	<b>5,546</b>	<b>5,941</b>
Elementary Absolute Change		54	231	339	393	362	425	371	397	350	366	362	395
Elementary Percent Change		3%	12%	16%	16%	12%	13%	10%	10%	8%	8%	7%	7%
ANNA EDUCATION CENTER (6TH)	350	307	341	387	397	475	499	614	707	761	846	904	1,008
ANNA MIDDLE SCHOOL	850	634	679	740	841	899	997	1,117	1,273	1,495	1,664	1,841	2,007
<b>MIDDLE SCHOOL TOTAL</b>		<b>941</b>	<b>1,020</b>	<b>1,127</b>	<b>1,238</b>	<b>1,374</b>	<b>1,496</b>	<b>1,731</b>	<b>1,980</b>	<b>2,256</b>	<b>2,510</b>	<b>2,745</b>	<b>3,015</b>
Middle School Absolute Change		40	79	107	111	135	123	234	249	276	254	235	269
Middle School Percent Change		4%	8%	10%	10%	11%	9%	16%	14%	14%	11%	9%	10%
ANNA HIGH SCHOOL	1,800	1,080	1,217	1,422	1,540	1,695	1,871	1,982	2,197	2,412	2,702	3,101	3,493
<b>HIGH SCHOOL TOTAL</b>		<b>1,080</b>	<b>1,217</b>	<b>1,422</b>	<b>1,540</b>	<b>1,695</b>	<b>1,870</b>	<b>1,982</b>	<b>2,197</b>	<b>2,412</b>	<b>2,702</b>	<b>3,101</b>	<b>3,493</b>
High School Absolute Change		75	137	205	118	155	176	111	215	215	290	399	392
High School Percent Change		7%	13%	17%	8%	10%	10%	6%	11%	10%	12%	15%	13%
SPECIAL PROGRAM CENTER		8	10	10	10	10	10	10	10	10	10	10	10
<b>DISTRICT TOTALS</b>		<b>3,979</b>	<b>4,428</b>	<b>5,079</b>	<b>5,701</b>	<b>6,354</b>	<b>7,077</b>	<b>7,794</b>	<b>8,655</b>	<b>9,496</b>	<b>10,406</b>	<b>11,02</b>	<b>12,459</b>
District Absolute Change		151	449	651	622	652	724	716	861	841	910	996	1,056
District Percent Change		4%	11%	15%	12%	11%	11%	10%	11%	10%	10%	10%	9%

YELLOW = OVER STATED CAPACITY



# ANNA ISD IS GROWING

Anna ISD Enrollment



ANNA ISD MAY ENROLL APPX.



**7,800**

STUDENTS  
BY 2026/27

**12,500**

STUDENTS  
BY 2031/32



ANNA ISD WILL BE  
**OVER CAPACITY AT  
2 CAMPUSES BY 2023, AND  
OVER CAPACITY AT  
5 CAMPUSES BY 2024**



# HOUSING DEVELOPMENTS

2,377	Total lots in <b>Anna Town Square</b> , building 180-200 homes per year
2,000	Future lots in <b>Mantua</b>
1,537	Total lots in <b>Villages of Hurricane Creek</b> , building 140-180 homes per year
1,800	Future lots in <b>Oak Point</b>
1,239	Future lots in <b>Anacapri</b>
969	Future lots in <b>Crystal Park</b>
948	Future lots in <b>Lindsey Place</b>
800	Future lots in <b>Meadow Vista</b>
731	Future lots in <b>Coyote Meadows</b>
556	Total lots in <b>Anna Ranch</b>
4,450	Future <b>multi-family units</b> in various stages of planning across the district



# BOND SCOPE

## Proposition A \$793,735,000

- 4 New Elementary Schools (750 Students each)
- 2 New Middle Schools (850 Students each)
- Anna High School Expansion 2
- High School #2 (2,200 Students)
- New Administration Facility
- District Service Center
- Off-Site Roads & Utilities for New Sites
- Land Purchases for New Schools

## Proposition B \$80,000,000

- District Wide Athletic Complex



# ANNA ISD FACILITIES TIMELINE

Revised August 2022

Subject to change due to enrollment and building capacity

2022	2023	2024	2025	2026	2027	2028	2029	TBD
			<b>PLAN</b> Elementary #6	<b>CONSTRUCT</b> Elementary #6				
<b>PLAN</b> Elementary #5	<b>CONSTRUCT</b> Elementary #5				<b>PLAN</b> Elementary #7	<b>CONSTRUCT</b> Elementary #7		
<b>CONSTRUCT</b> Middle School #2								
<b>CONSTRUCT</b> 2 <sup>ND</sup> AMS Expansion		<b>PLAN</b> Middle School #3	<b>CONSTRUCT</b> Middle School #3					<b>LAND PURCHASES</b>
	<b>PLAN</b> 2 <sup>ND</sup> AHS Expansion	<b>CONSTRUCT</b> 2 <sup>ND</sup> AHS Expansion		<b>PLAN</b> High School #2	<b>CONSTRUCT</b> High School #2			
	<b>PLAN</b> District Service Center	<b>CONSTRUCT</b> District Service Center			<b>PLAN</b> District-Wide Athletic Complex	<b>CONSTRUCT</b> District-Wide Athletic Complex		
<b>BOND ELECTION</b>	<b>PLAN</b> Administration Building	<b>CONSTRUCT</b> Administration Building						

MAXIMUM CAPACITY PER CAMPUS	
Elementary	750
Middle School	800
High School	1800 - 2000



# SCHOOL FUNDING 101



## Maintenance & Operations

Day-to-day operations and expenses such as: salaries, utilities, supplies, instructional materials, repairs, and fuel.

(~80% of the district's M&O budget goes to teacher and staff salaries.)

For the average citizen, this is similar to expenses such as: groceries, minor house repairs, utilities, car fuel, and routine services.



## Interest & Sinking

Principal and interest payments on debt issued for such things as: new construction, renovations, heating and AC systems, roof replacements and land purchases.

For the average citizen, this is similar to expenses such as: a home mortgage, home renovation, land purchases, major appliance replacement, or auto purchases.



# ANNA ISD TAX RATE HISTORY

YEAR	M&O	I&S	TOTAL
2005/06	\$1.45520	\$0.3698	\$1.82500
2006/07	\$1.33040	\$0.4410	\$1.77140
2007/08	\$1.01000	\$0.5000	\$1.54000
2008/09	\$1.04000	\$0.5000	\$1.54000
2009/10	\$1.04000	\$0.5000	\$1.54000
2010/11	\$1.04000	\$0.5000	\$1.54000
2011/12	\$1.04000	\$0.5000	\$1.54000
2012/13	\$1.04000	\$0.5000	\$1.54000
2013/14	\$1.04000	\$0.5000	\$1.54000
2014/15	\$1.04000	\$0.5000	\$1.54000
2015/16	\$1.17000	\$0.5000	\$1.67000
2016/17	\$1.17000	\$0.5000	\$1.67000
2017/18	\$1.17000	\$0.5000	\$1.67000
2018/19	\$1.17000	\$0.5000	\$1.67000
2019/20	\$1.06835	\$0.5000	\$1.56835
2020/21	\$0.97460	\$0.5000	\$1.47460
2021/22	\$0.96030	\$0.5000	\$1.46030
2022/23	\$0.94290	\$0.5000	\$1.44290

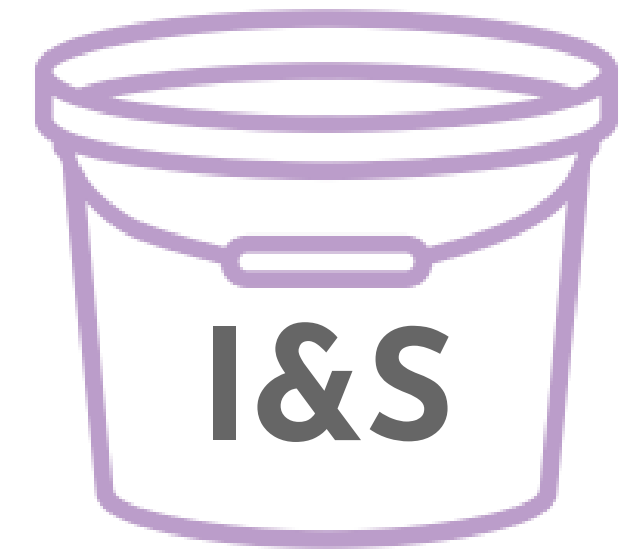


**NO TAX RATE INCREASE**



**MAINTENANCE AND OPERATIONS**

Funds used for annual budget expenses.



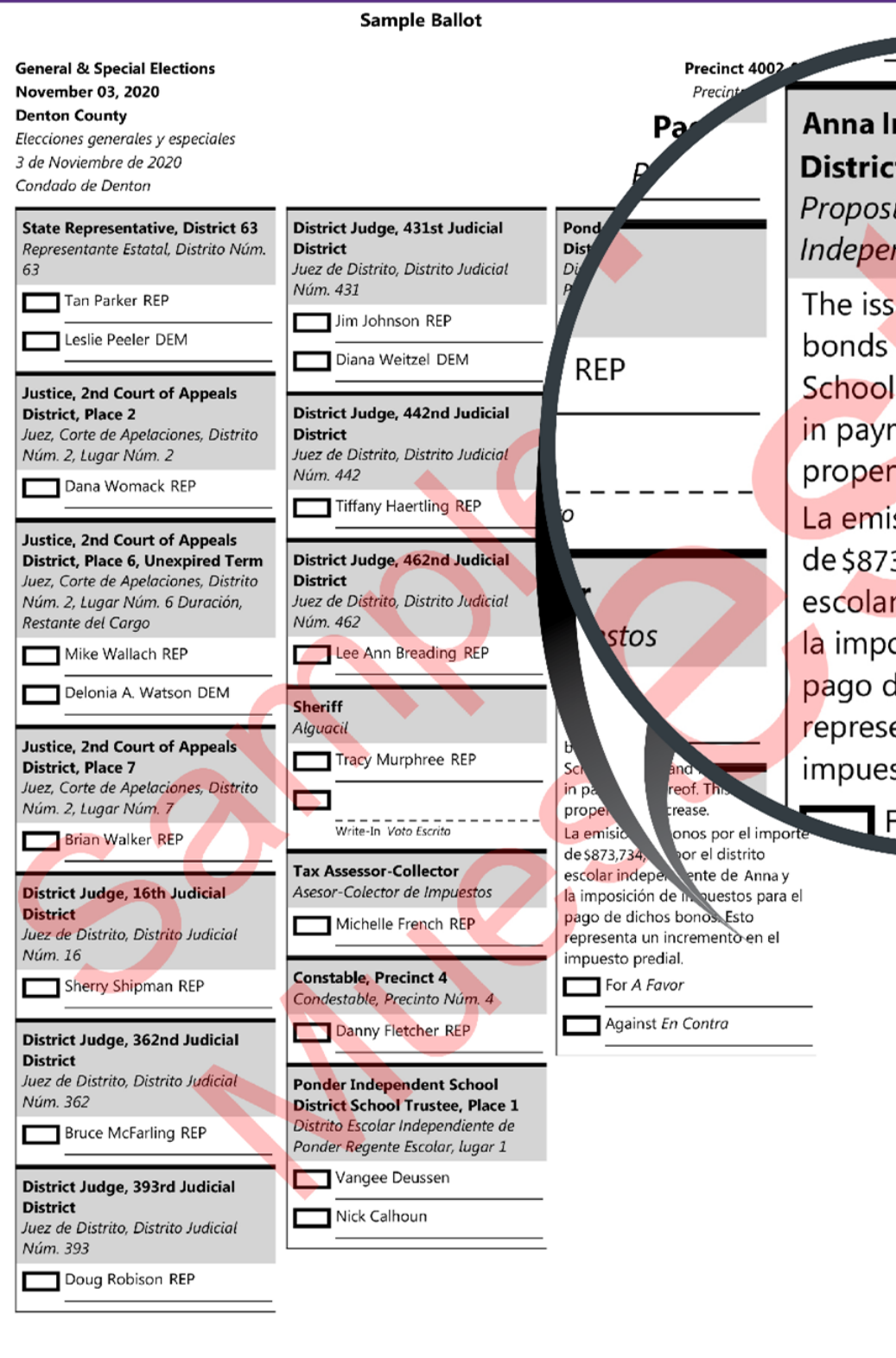
**INTEREST AND SINKING**

Funds used for debt service on capital projects. Total tax rate is calculated by adding the M&O and I&S rates. Taxation is based on the rate per \$100 of valuation.



# HOW IS THIS DEBT PAID WITHOUT RAISING THE TAX RATE?

YEAR	Freeze Adjusted Value	Growth Of Values	Additional Interest & Sinking Revenue
2018	\$1,209,000,000	\$239,500,000	\$1,197,500
2019	\$1,393,000,000	\$184,000,000	\$920,000
2020	\$1,570,000,000	\$177,000,000	\$885,000
2021	\$1,860,000,000	\$290,000,000	\$1,450,000
2022	\$2,519,000,000	\$659,000,000	\$3,295,000



# NO TAX RATE INCREASE



Why will the ballot read “This is a property tax increase”?

This requirement was a part of new laws coming from Austin after the legislative session in 2019. The Texas legislature wanted the ballot language to be clear, that voted bonds were the method that we use to finance school construction. Paying for these voted bonds requires tax revenues.

There will be no tax rate increase associated with this bond but will continue the existing tax rate. The new law requires every district in Texas to include this language on the ballot, regardless of the expected tax rate to be set.

## Anna Independent School District Proposition A Proposición A del Distrito Escolar Independiente de Anna

The issuance of \$873,735,000 of bonds by Anna Independent School District and levying the tax in payment thereof. This is a property tax increase.

La emisión de bonos por el importe de \$873,735,000 por el distrito escolar independiente de Anna y la imposición de impuestos para el pago de dichos bonos. Esto representa un incremento en el impuesto predial.

For A Favor

For A Favor

Against En Contra



# HOMEOWNERS 65 AND OVER

No Tax Increase for 65 and Older



Under state law, the dollar amount of school taxes imposed on the residence homestead of a person 65 years of age or older cannot be increased above the amount paid in the first year after the person turned 65 or became disabled. This freeze applies regardless of changes in tax rate or property value, unless there are new improvements/additions to the homestead.

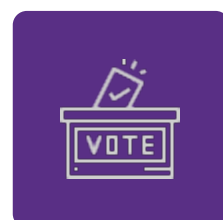
*You must apply for this exemption.*



# VOTING



Register to Vote by  
Tuesday, October 11



Early Voting is  
October 24 - November 4



Election Day is  
Tuesday, November 8



Visit [AnnaISDBond.com](https://AnnaISDBond.com) for  
voting times and locations

# TOWN HALL MEETINGS

**Date:** Wednesday, September 14  
**Time:** 6:00 PM - 7:00 PM  
**Location:** Anna Middle School

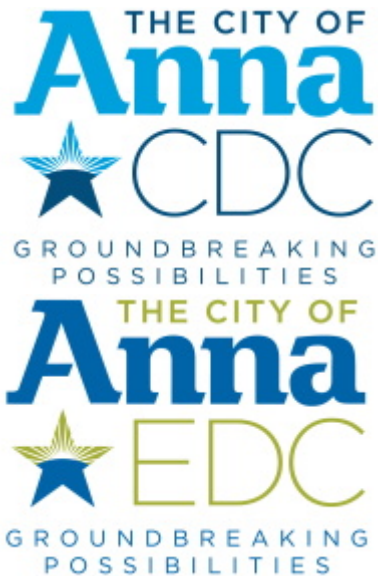
**Date:** Wednesday, October 19  
**Time:** 6:30 PM  
**Location:** Anna City Hall





**QUESTIONS?**

[ANNAISDBOND.COM](https://anna.isd.k12.or.us/bond)



Item No. 5.b.

EDC/CDC Agenda  
Staff Report

Meeting Date: 10/5/2022

Staff Contact:

**AGENDA ITEM:**

Consider/Discuss/Action on a Resolution approving a Use Agreement with the City of Anna, Texas and a Special Warranty Deed for the transfer of real property to the Anna EDC. (EDC)

**SUMMARY:**

The City Council Strategic Plan lists activation of Downtown Anna as a top priority and the Economic Development Strategic Plan calls for transforming Downtown Anna into a vibrant district. On June 3, 2021, the Anna Economic Development Corporation (EDC) Board recommended that the City Council convey 101 S. Powell Parkway to the EDC as the EDC has the ability to lease to a private entity. The City Council unanimously adopted a resolution approving a Use Agreement with the City of Anna, Texas and a Special Warranty Deed for the transfer of real property to the Anna Economic Development Corporation on September 27, 2022. The Economic Development team is working with a brewery concept and preparing to renovate the former bank building and property to improve pedestrian access, parking, and allow for an outdoor gathering space.

**STAFF RECOMMENDATION:**

Approve.

**ATTACHMENTS:**

1. Res EDC Sale to EDC C08010D20220826CR1 with exhibits

**ANNA ECONOMIC DEVELOPMENT CORPORATION**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE ANNA ECONOMIC DEVELOPMENT CORPORATION APPROVING A USE AGREEMENT WITH THE CITY OF ANNA, TEXAS AND APPROVING A SPECIAL WARRANTY DEED FOR THE SALE OF REAL PROPERTY TO ANNA ECONOMIC DEVELOPMENT CORPORATION**

**WHEREAS**, the City of Anna, Texas (the “City”) is a duly formed home-rule municipality with an elected governing body (the “City Council”); and

**WHEREAS**, the City of Anna, Texas (the “City”) has a population of less than 20,000; and

**WHEREAS**, the Anna Economic Development Corporation (“AEDC”) is a duly formed nonprofit Type A corporation governed by Chapter 504 of the Texas Local Government Code; and

**WHEREAS**, under Texas Local Government Code § 253.012, the City is authorized to transfer to an economic development corporation, for certain consideration, real property or an interest in real property without complying with the notice and bidding requirements of Section 272.001(a) or other law; and

**WHEREAS**, consideration for a transfer authorized under Texas Local Government Code § 253.012 is in the form of an agreement between the parties that requires the economic development corporation to use the property in a manner that primarily promotes a public purpose of the municipality; and

**WHEREAS**, under Texas Local Government Code § 501.004, the Legislature has found that the present and prospective right to gainful employment and the general welfare of the people of this state require as a public purpose the promotion and development of new and expanded business enterprises; and

**WHEREAS**, if the economic development corporation at any time fails to use the property in for a public purpose, ownership of the property automatically reverts to the municipality; and

**WHEREAS**, the City and AEDC desire that the City transfer its ownership in the real property located at 101 South Powell Parkway Anna, Texas 75409 (the “Property”) to

AEDC in accordance with Texas Local Government Code § 253.012 and as further set forth in this resolution;

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE ANNA ECONOMIC DEVELOPMENT CORPORATION, THAT:**

**Section 1. Recitals Incorporated.**

The recitals above are incorporated herein as if set forth in full for all purposes.

**Section 2. Authorization to execute agreement and sell real property.**

The Board of Directors of the Anna Economic Development Corporation hereby approves, subject to approval by the Corporation's attorney as to legal form, the Use Agreement Between the City of Anna, Texas and Anna Economic Development Corporation (the "Use Agreement") attached hereto as **Exhibit A** and authorizes the President to execute a special warranty deed substantially in the form attached hereto as **Exhibit B** and all other required instruments and related documents necessary to accomplish the sale of the Property to AEDC.

**PASSED AND APPROVED** by the Anna Economic Development Corporation on this the \_\_\_ day of \_\_\_\_\_ 2022.

ATTEST:

APPROVED:

\_\_\_\_\_

Secretary, Rocio Gonzalez

\_\_\_\_\_

President, Bruce Norwood

# **EXHIBIT A**

## **USE AGREEMENT BETWEEN THE CITY OF ANNA, TEXAS AND ANNA ECONOMIC DEVELOPMENT CORPORATION**

This Use Agreement (this "Agreement") Between the City of Anna, Texas, a Texas home-rule municipality (the "City") and Anna Economic Development Corporation, a nonprofit Type A development Corporation ("AEDC") is effective as of the date of the execution by both parties.

**WHEREAS**, the City of Anna, Texas (the "City") is a duly formed home-rule municipality with an elected governing body (the "City Council"); and

**WHEREAS**, the City of Anna, Texas (the "City") has a population of less than 20,000; and

**WHEREAS**, the Anna Economic Development Corporation ("AEDC") is a duly formed nonprofit Type A corporation governed by Chapter 504 of the Texas Local Government Code; and

**WHEREAS**, under Texas Local Government Code § 253.012, the City is authorized to transfer to an economic development corporation, for certain consideration, real property or an interest in real property without complying with the notice and bidding requirements of Section 272.001(a) or other law; and

**WHEREAS**, consideration for a transfer authorized under Texas Local Government Code § 253.012 is in the form of an agreement between the parties that requires the economic development corporation to use the property in a manner that primarily promotes a public purpose of the municipality; and

**WHEREAS**, under Texas Local Government Code § 501.004, the Legislature has found that the present and prospective right to gainful employment and the general welfare of the people of this state require as a public purpose the promotion and development of new and expanded business enterprises; and

**WHEREAS**, if the economic development corporation at any time fails to use the property in for a public purpose, ownership of the property automatically reverts to the municipality; and

**WHEREAS**, the City and AEDC desire that the City transfer its ownership in the real property located at 101 South Powell Parkway Anna, Texas 75409 (the "Property") to

AEDC in accordance with Texas Local Government Code § 253.012 and as further set forth in this Agreement;

**NOW THEREFORE, FOR THE MUTUAL CONSIDERATION SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:**

**Section 1. Recitals Incorporated.**

The recitals above are incorporated herein as if set forth in full for all purposes.

**Section 2. Sale of Property; Public Purpose; Reversion.**

The City agrees to sell the Property to AEDC under a special warranty deed subject to the title of the Property automatically reverting to the City's ownership should AEDC fail to use the Property for a public purpose as the City may determine in its sole discretion. Promptly after any such reversion the City shall adopt a resolution memorializing the reversion and recording the resolution and any other instruments as may be deemed necessary by the City to have the land recordings of Collin County reflect the City's fee simple ownership of the Property and all rights incident thereto including without limitation all improvements and fixtures.

**Section 3. Warranties.** The accuracy of the warranties set forth in this Section 3 and other provisions of this Agreement are conditions for the sale of the Property to AEDC. AEDC shall notify the City if and when any of the following warranties are no longer accurate. The failure to so notify the City is a material breach of this Agreement. AEDC warrants and represents to the City the following:

**3.01. Authority.** AEDC has the authority to enter into and perform, and will perform, the terms of this Agreement to the best of its ability.

**3.02. Employment of Undocumented Workers.** During the term of this Agreement, AEDC agrees not to knowingly employ any undocumented workers and if convicted of a violation under 8 U.S.C. Section 1324a (f), AEDC shall repay the amount of any Reimbursement Payment or other funds received by AEDC from City from the date of this Agreement to the date of such violation within 120 days after the date AEDC is notified by City of such violation, plus interest at the rate of 4% compounded annually from the date of violation until paid. AEDC is not liable for a violation of this section by a subsidiary, affiliate, or franchisee of AEDC or by a person with whom AEDC contracts.

**3.03. Litigation.** No litigation or governmental proceeding is pending or, to the knowledge of AEDC, is threatened against or affecting AEDC, or the Property, that may result in any material adverse change in AEDC's business, properties or operation.

**3.04. Breach of Contract.** AEDC shall not be in breach of any other contract by entering into and performing this Agreement. AEDC shall amend or enter into any other contract that may be necessary for AEDC to fully and timely perform its obligations under this Agreement.

**3.05. No Boycotting Israel.** AEDC verifies that the AEDC (including any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the AEDC) does not Boycott Israel and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

**3.06. Verification Pursuant to Chapters 2252 and 2270 of the Texas Government Code.** As of the Effective Date, the AEDC represents that, to the extent this Agreement constitutes a “governmental contract” within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required or permitted by or under applicable federal law, neither AEDC nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the AEDC is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 (as enacted by Acts 2017, 85th Leg., ch. 96, Senate Bill 253) or 2252.153 of the Texas Government Code.

**3.07. Verifications Pursuant to Chapter 2274, Texas Government Code.** (a) To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the AEDC hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the AEDC to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, “boycott energy companies,” a term defined in Section 2274.001(1), Texas Government Code (as enacted by such Senate Bill) by reference to Section 809.001, Texas Government Code (also as enacted by such Senate Bill), shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above. (b) To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the AEDC hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to enable the AEDC to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification and the following definitions, ‘discriminate against a firearm entity or firearm trade association,’ a term defined in Section 2274.001(3), Texas Government Code (as enacted by such Senate

Bill), (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association, (b) 'firearm entity,' a term defined in Section 2274.001(6), Texas Government Code (as enacted by such Senate Bill), means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as enacted by such Senate Bill, as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code, as enacted by such Senate Bill, as devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1), Texas Government Code, as enacted by such Senate Bill, as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (defined in Section 250.001, Texas Local Government Code, as a business establishment, private club, or association that operates an area for the discharge or other use of firearms for silhouette, skeet, trap, black powder, target, self-defense, or similar recreational shooting), and (c) 'firearm trade association,' a term defined in Section 2274.001(7), Texas Government Code (as enacted by such Senate Bill), means any person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

#### **Section 4. Miscellaneous.**

**4.01. Compliance with Laws.** AEDC shall observe and obey all applicable laws, ordinances, regulations, and rules of the Federal, State, county, and city governments related to the Development.

**4.02. Non-Discrimination.** AEDC covenants and agrees that AEDC will not discriminate nor permit discrimination against any person or group of persons, with regard to employment and the provision of services for the Development on the grounds of race, religion, national origin, marital status, sex, age, disability, or in any manner prohibited by the laws of the United States or the State of Texas.

**4.03. Time Periods.** Time is of the essence in the performance of this Agreement.

**4.04. Force Majeure.** Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended equal to the time period the Party was delayed, except that the obligation of any Party to make any payments required pursuant to this Agreement shall not be suspended by force majeure. The term "force majeure" shall include any delay due to any of the following acts or events: (a) wars, terrorism, civil disturbances, riots, insurrections, civil unrest, vandalism and sabotage; (b) transportation disasters, whether by sea, rail, air or land; (c) strikes, lockouts, work stoppage or slowdown or other labor disputes or material shortages; (d) adverse weather conditions, including rain of unusual duration or volume, hurricanes, lightning, tornadoes, earthquakes, floods or acts of God; (e) epidemics or pandemics (but not including the COVID 19 pandemic) or any governmental orders, actions, shut-downs, mandates, restrictions or quarantines, or any quasi-governmental orders, actions, shut-downs, mandates, restrictions or quarantines resulting from any epidemics or pandemics, and any public health emergencies, whether declared by local, state or federal governmental authorities or agencies; (f) labor shortages or moratoriums; (g) fire or other material casualty; (h) mechanical failure of equipment; (i) utility delays or interruptions; (j) any emergency event that threatens imminent harm to property or injury to persons; (k) any other causes of any kind whatsoever, whether similar to those enumerated or not, which are beyond the control of such Party in the performance of its obligations hereunder; provided, however, in all cases, only to the extent that the Party claiming force majeure (1) did not cause such force majeure condition, and (2) throughout the pendency of such force majeure condition, utilizes commercially reasonable efforts to minimize the impact and delays caused by such force majeure condition. If a Party is delayed due to force majeure, then such Party shall provide written notice of the delay and applicable extension of time periods to the other Party. In addition, a Party that has claimed the right to temporarily suspend its performance under this section shall provide written reports to the other Party at least once every week detailing: (i) the extent to which the force majeure event or circumstance continue to prevent the Party's performance; (ii) all of the measures being employed to regain the ability to perform; and (iii) the projected date upon which the Party will be able to resume performance, which projected date the Parties agree and acknowledge is only an estimate and not a binding commitment by the Party claiming force majeure.

**4.05. Assignment.** Except as provided below, AEDC may not assign all or part of its rights and obligations under this Agreement to a third party without prior written approval of City Council and the City, which approval will not be unreasonably withheld or delayed. The City agrees, however, that AEDC may assign all or part of its rights and obligations under this Agreement to any entity affiliated with AEDC by reason of controlling, being controlled by, or being under common control with AEDC or to a third-party lender advancing funds for the construction or operation of Public Improvements. The City expressly consents to any assignment described in the preceding sentence and agrees that no further consent of City Council or the City to such an assignment will be required. AEDC agrees to provide the City with written notice of any such assignment. The foregoing notwithstanding, any assignment of AEDC's rights under this Agreement shall not release AEDC from its obligations hereunder.

**4.06. INDEMNITY.** AEDC COVENANTS TO FULLY INDEMNIFY, DEFEND, SAVE, AND HOLD HARMLESS THE CITY, AND ITS OFFICIALS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AND AGENTS FROM AND AGAINST ANY AND ALL CLAIMS OR SUITS FOR PROPERTY DAMAGE OR LOSS AND/OR PERSONAL INJURY, INCLUDING WITHOUT LIMITATION DEATH, TO ANY AND ALL PERSONS, OF WHATSOEVER KIND OR CHARACTER, WHETHER REAL OR ASSERTED (INCLUDING, WITHOUT LIMITATION, REASONABLE FEES AND ASSOCIATED EXPENSES OF ATTORNEYS, EXPERT WITNESSES AND OTHER CONSULTANTS) ARISING OUT OF OR IN CONNECTION WITH, DIRECTLY OR INDIRECTLY, THE NEGLIGENT OR OTHERWISE WRONGFUL ACTS OR OMISSIONS OF AEDC, ITS AGENTS, SERVANTS, CONTRACTORS, SUBCONTRACTORS, MATERIAL MEN OR EMPLOYEES THAT RELATE IN ANY MANNER TO AEDC'S PERFORMANCE OF THIS AGREEMENT OR TO THE PROPERTY, INCLUDING WITHOUT LIMITATION INJURY OR DAMAGE TO PUBLIC OR PRIVATE PROPERTY. THE INDEMNITY PROVIDED FOR ABOVE SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF THE CITY, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF CITY AND AEDC, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. AEDC'S OBLIGATIONS UNDER THIS SECTION 4.06 SHALL SURVIVE THE TERM OF THIS AGREEMENT.

**4.07. Events of Default by AEDC.** In addition to other events of default by AEDC set forth in this Agreement, each of the following events constitute a default of this Agreement by AEDC:

(a) The City reasonably and in good faith determines that any representation or warranty on behalf of AEDC contained in this Agreement or in any financial statement,

certificate, report, or opinion submitted to the City or the City in connection with this Agreement was incorrect or misleading in any material respect when made.

(b) Any attachment or other levy against the Property or any portion thereof with respect to a claim, excluding mechanic's and materialman's liens, remains unpaid, undischarged, or not dismissed for a period of 120 business days.

(c) AEDC makes an assignment for the benefit of creditors.

(d) AEDC files a voluntary petition in bankruptcy or is adjudicated insolvent or bankrupt.

(e) If taxes owed to the City by AEDC become delinquent, and AEDC fails to timely and properly follow the legal procedures for protest or contest.

(f) AEDC fails to timely, fully and completely comply with any one or more of the deadlines, material requirements, obligations, duties, terms, conditions or warranties of this Agreement.

(g) AEDC sells or attempts to sell the Property or any interest in the Property to any third party. It shall not be a default under this Agreement if AEDC leases or licenses the use of the Property or any part thereof to a third party provided that the lease or license constitutes a public purpose. A "public purpose" under this Section 4.07(g) includes but is not limited to a use that promotes new or expanded business enterprises.

**4.08. Notice of Default.** Should the City determine that AEDC is in default according to the terms of this Agreement, the City shall notify AEDC in writing of the event of default, and provide 30 business days from the date of the notice ("Cure Period") for AEDC to cure the event of default; provided, however, in the event if such event of default is not able to be cured within such 30-day period, AEDC shall be permitted additional time to effectuate such cure, provided, that in no event shall the Cure Period exceed 60 business days from the date of notice from the City. **Notwithstanding the foregoing or any other provision of this Agreement, any default related to or associated with AEDC failing to use the Property for a Public Purpose as determined by the City in its sole discretion shall result in title to the Property immediately and automatically reverting to the City, and the City shall thereafter be the sole owner of the Property in fee simple title.**

**4.09. Results of Uncured Default by AEDC.** After exhausting good faith attempts to address any default during the Cure Period and, taking into account any extenuating circumstances that might have occurred through no fault of AEDC, as determined by the City, the AEDC shall pay the City its reasonable attorney fees, related expenses, and costs of court to collect amounts due to enforce or terminate this Agreement. Upon full payment by AEDC of all sums due, the City and AEDC shall have no further obligations to one another under this Agreement. Neither the City nor AEDC may be held liable for any special or consequential damages.

**4.10. No Waiver.** No waiver of any covenant or condition, or the breach of any covenant or condition of this Agreement, constitutes a waiver of any subsequent breach of the

covenant or condition of this Agreement. No waiver of any covenant or condition, or the breach of any covenant or condition of this Agreement, justifies or authorizes the nonobservance on any other occasion of the covenant or condition or any other covenant or condition of this Agreement. Any waiver or indulgence of AEDC's default may not be considered an estoppel against the City. It is expressly understood that if at any time AEDC is in default in any of its conditions or covenants of this Agreement, the failure on the part of the City to promptly avail itself of the rights and remedies that the City may have, will not be considered a waiver on the part of the City, but the City may at any time avail itself of the rights or remedies or elect to terminate this Agreement on account of the default.

**4.11. Limitation of Remedies.** AEDC specifically agrees that the City shall not be liable to AEDC for any actual or consequential damages, direct or indirect, interest, attorney fees or related expenses, or cost of court for any act of default by the City under the terms of this Agreement.

**4.12. Notices.** Any notice and/or statement required and permitted to be delivered under this Agreement shall be deemed delivered by depositing the same in the United States mail, certified with return receipt requested, proper postage prepaid, addressed to the appropriate party at the following addresses, or at such other addresses provided by the Parties in writing.

**AEDC:**

**Anna Economic Development Corporation  
Attn: Director of Economic Development  
120 W. 7th Street  
Anna, Texas 75409**

**CITY:**

**City of Anna  
Attn: City Manager  
120 W. 7th Street  
Anna, Texas 75409**

Notice is effective upon deposit in the United States mail in the manner provided above.

**4.13. Incorporation of Other Documents.** The Exhibits referenced in this Agreement and attached hereto are incorporated herein as if set forth in full for all purposes. Said Exhibits include the following: **Exhibit 1**, Legal Description of the Property

**4.14. Amendments or Modifications.** No amendments or modifications to this Agreement may be made, nor any provision waived, unless in writing signed by a person duly authorized to sign Agreements on behalf of each party.

**4.15. Relationship of Parties.** In performing this Agreement, both the City and AEDC will act in an individual capacity, and not as agents, representatives, employees, employers,

partners, joint-venturer, or associates of one another. The employees or agents of either party may not be, nor be construed to be, the employees or agents of the other party for any purpose. Except as expressly set forth in this Agreement, at no time shall the City or the City have any control over or charge of AEDC's ownership or use of the Property or design, construction or installation of any infrastructure or improvements on or related to the Property, nor the means, methods, techniques, sequences or procedures utilized for said design, construction or installation. This Agreement does not create a joint enterprise between the City and AEDC.

**4.16. Captions.** The captions in this Agreement are for convenience only and are not a part of this Agreement. The captions do not in any way limit or amplify the terms and provisions of this Agreement.

**4.17. Severability.** If for any reason, any section, paragraph, subdivision, clause, provision, phrase or word of this Agreement or the application of this Agreement to any person or circumstance is, to any extent, held illegal, invalid, or unenforceable under present or future law or by a final judgment of a court of competent jurisdiction, then the remainder of this Agreement, or the application of the term or provision to persons or circumstances other than those as to which it is held illegal, invalid, or unenforceable, will not be affected by the law or judgment, for it is the definite intent of the Parties to this Agreement that every section, paragraph, subdivision, clause, provision, phrase, or word of this Agreement be given full force and effect for its purpose. To the extent that any clause or provision is held illegal, invalid, or unenforceable under present or future law effective during the term of this Agreement, then the remainder of this Agreement is not affected by the law, and in lieu of any illegal, invalid, or unenforceable clause or provision, a clause or provision, as similar in terms to the illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable, will be added to this Agreement automatically.

**4.18. Venue.** Venue for any legal action related to this Agreement is in Collin County, Texas.

**4.19. Interpretation.** The Parties have been represented by counsel of their choosing in the negotiation and preparation of this Agreement. This Agreement was drafted equally by the Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply.

**4.20. Sole Agreement.** This Agreement constitutes the sole agreement between the City and AEDC as relates to the Development. Any other prior agreements, promises, negotiations, or representations related to the Development, verbal or otherwise, not expressly stated in this Agreement, are of no force and effect.

**4.21. Third Party Beneficiaries.** This Agreement is not intended to confer any rights, privileges or causes of action upon any third party.

**4.22. Binding Agreement.** This Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns.

**4.23. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and the binding agreement of each Party to the terms herein, but all of which together will constitute one and the same instrument.

**4.24. Recording.** The Parties agree that this Agreement, or any memorandum or short form of this Agreement, may be recorded.

[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY; SIGNATURE PAGE(S) FOLLOW]

**ANNA ECONOMIC DEVELOPMENT CORPORATION**, a Texas Type A development corporation

By: \_\_\_\_\_

Bruce Norwood, its President

**State of Texas**

**County of Collin**

Before me, on this day personally appeared, Bruce Norwood, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in his capacity as President of Anna Economic Development Corporation for the purposes and consideration therein expressed and on behalf of said corporation.

Given under my hand and seal of office this \_\_\_\_ day of \_\_\_\_\_ 2022.

\_\_\_\_\_

Notary – State of Texas

**CITY OF ANNA, TEXAS**, a Texas home-rule municipality

By: \_\_\_\_\_

Nate Pike, Mayor

**State of Texas**

**County of Collin**

Before me, on this day personally appeared Nate Pike, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in his capacity as Mayor of the City of Anna, Texas.

Given under my hand and seal of office this \_\_\_\_ day of \_\_\_\_\_ 2022.

\_\_\_\_\_

Notary – State of Texas

# **EXHIBIT 1**

## LEGAL DESCRIPTION OF THE PROPERTY

Lot 1 of Independent Bank Addition, an Addition to the City of Anna, Texas, according to the Map thereof recorded in Volume P, Page 209, of the Map Records of Collin County, Texas.



**Property (including any improvements):** Real property situated in Collin County, Texas, being Lot 1 of Independent Bank Addition, an Addition to the City of Anna, Texas, according to the Map thereof recorded in Volume P, Page 209, of the Map Records of Collin County, Texas.

**Conveyance:** Subject the reversion clause set forth below, Grantor, for the Consideration stated above, grants, sells, and conveys to Grantee the Property in fee simple title, together with all and singular the rights and appurtenances thereto in any way belonging to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through or under Grantor or Grantor's successors and assigns but not otherwise.

**Reversion:** The Property shall automatically revert to Grantor if the Grantee at any time fails to use the Property in a manner that primarily promotes a public purpose of the Grantor.

When the context requires, singular nouns and pronouns include the plural.

EXECUTED and EFFECTIVE on the date(s) of the acknowledgment(s) below:

**GRANTOR:**

**CITY OF ANNA, TEXAS,**  
a Texas home-rule municipality

By: \_\_\_\_\_  
Nate Pike, Mayor

THE STATE OF TEXAS       §  
  §  
COUNTY OF COLLIN       §

BEFORE ME, the undersigned authority, on this day personally appeared, Nate Pike, known to me to be one of the persons whose name is subscribed to the foregoing instrument and he acknowledged to me that he executed the same for the purposes and consideration therein stated and in the capacity therein stated as the act and deed of the City of Anna, Texas, a Texas home-rule municipality.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of the office this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

(Seal)

\_\_\_\_\_  
Notary Public- State of Texas

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

Agreed and Accepted:

**GRANTEE:**

**ANNA ECONOMIC DEVELOPMENT CORPORATION,**  
a Texas Type A development corporation

By: \_\_\_\_\_  
Bruce Norwood, its President

THE STATE OF TEXAS     §  
  §  
COUNTY OF COLLIN     §

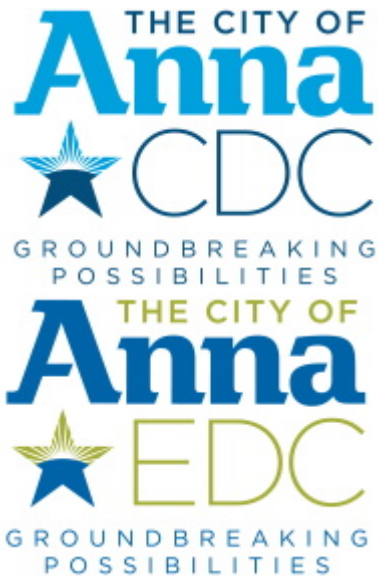
BEFORE ME, the undersigned authority, on this day personally appeared, Bruce Norwood, known to me to be one of the persons whose name is subscribed to the foregoing instrument and he acknowledged to me that he executed the same for the purposes and consideration therein stated and in the capacity therein stated as the act and deed of the Anna Economic Development Corporation, a Texas Type A development corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of the office this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

(Seal)

\_\_\_\_\_  
Notary Public- State of Texas

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



Item No. 5.c.

EDC/CDC Agenda  
Staff Report

Meeting Date: 10/5/2022

Staff Contact:

**AGENDA ITEM:**

Consider/Discuss/Action on a Resolution approving an Incentive Agreement with 3 Nations Brewing LLC. (EDC)

**SUMMARY:**

As the City Council conveyed 101 S. Powell to the Anna EDC for the public purpose of economic development, the Anna EDC has been working with 3 Nations Brewing since May. In order to renovate the former bank turned office building into a brewery and revitalize the property to allow for public gathering and accessible pedestrian access, the EDC would like to provide the following incentives:

- Initial five-year lease with a five-year renewal option--\$14 per square foot per annum in the initial five-year term (the rent for a renewal term will be negotiated no later than six months before the end of the initial five-year term). 3 Three Nations will be required to pay any applicable ad valorem taxes that may become due.
- 3 Three Nations will update/remodel the building, with the CDC/EDC and/or City of Anna providing a grant of up to \$650,000—this also includes updating the roof, fire suppression system, sidewalks/landscaping, and the HVAC system. Up to \$400,000 may be paid up front and up to \$250,000 being paid in Year 2 conditioned on progress of remodeling and continued operations.

**STAFF RECOMMENDATION:**

Approve.

**ATTACHMENTS:**

1. Res. Incentive Agreement C03029D20220930CR1

**ANNA ECONOMIC DEVELOPMENT CORPORATION**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE ANNA ECONOMIC DEVELOPMENT CORPORATION APPROVING AN INCENTIVE AGREEMENT FOR NEW ECONOMIC DEVELOPMENT WITH 3 NATIONS BREWING, LLC**

**WHEREAS**, the Anna Economic Development Corporation (the “EDC”) wishes to enter into an Incentive Agreement for New Economic Development with 3 Nations Brewing, LLC, (the “Company”); and

**WHEREAS**, the EDC owns real property consisting of approximately 0.879 acres and a 5,580 square foot building (the “Property”); and

**WHEREAS**, the Company plans to improve and occupy the Property and use the Property solely as the site for a Brewpub; (the “Brewpub Project”); and

**WHEREAS**, the City of Anna, Texas (the “City”) currently lacks an establishment similar to the Brewpub Project to serve as a catalyst for the Downtown area and the EDC’s Board of Directors has found that the Brewpub Project will promote new or expanded business development and advance the Downtown Master Plan; and

**WHEREAS**, it is projected that the location and operation of the Brewpub in the City will directly create a minimum of 15 jobs; and

**WHEREAS**, the EDC recognizes the positive economic impact that Brewpub will bring to the City through development and diversification of the economy, reduction of unemployment and underemployment through the production of new jobs, the attraction of new businesses, and the additional tax revenue; and

**WHEREAS**, the EDC is authorized to grant the Incentive Grant under Chapter 504 of the Texas Local Gov’t Code;

**NOW, THEREFORE, BE IT RESOLVED BY THE ANNA ECONOMIC DEVELOPMENT CORPORATION THAT:**

**Section 1. Recitals Incorporated**

The recitals set forth above are incorporated herein for all purposes as if set forth in full.

**Section 2. Approval of Incentive Agreement**

The EDC hereby approves the Incentive Agreement for New Economic Development attached hereto as EXHIBIT A, incorporated herein for all purposes, and authorizes the EDC President to execute same on its behalf, subject to approval as to form by legal counsel for the EDC.

PASSED AND APPROVED by the Anna Economic Development Corporation on this \_\_\_\_\_, day of \_\_\_\_\_ 2022.

ATTEST:

APPROVED:

\_\_\_\_\_  
Bruce Norwood, EDC President

\_\_\_\_\_  
Rocio Gonzalez, EDC Secretary



Item No. 5.d.

EDC/CDC Agenda  
Staff Report

Meeting Date: 10/5/2022  
Staff Contact:

**AGENDA ITEM:**

Consider/Discuss/Action on a Resolution approving a Lease Agreement with 3 Nations Brewing LLC for 101 S. Powell Pkwy. (EDC)

**SUMMARY:**

Lease agreement terms:

1. 5 year initial lease with a 5 year renewal option for the 5,580 sf building
2. \$14 per square foot per annum (\$6,510 per month) in the initial 5 year term (due within 10 business days of the 1<sup>st</sup> day of the month)—rent for additional term will be negotiated no later than 6 months before the initial term ends.
3. 3 Nations Brewing Company LLC is responsible for the cost of utilities, trash, etc.
4. Responsible for any ad valorem taxes that may become due.

**STAFF RECOMMENDATION:**

Approve.

**ATTACHMENTS:**

1. Res. Lease C03029D20220929CR1

**ANNA ECONOMIC DEVELOPMENT CORPORATION**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE ANNA ECONOMIC DEVELOPMENT CORPORATION APPROVING A LEASE AGREEMENT WITH 3 NATIONS BREWING, LLC AND AUTHORIZING THE LEASE UNDER SAID AGREEMENT FOR PROPERTY LOCATED AT 101 S. POWELL PARKWAY, ANNA, TEXAS**

**WHEREAS**, the Anna Economic Development Corporation (the “EDC”) wishes to enter into a Lease Agreement with 3 Nations Brewing, LLC, (the “Company”) for property owned by the EDC located at 101 S. Powell Parkway; and

**WHEREAS**, the EDC owns real property consisting of approximately 0.879 acres and a 5,580 square foot building (the “Property”); and

**WHEREAS**, the Company plans to improve and occupy the Property and use the Property solely as the site for a Brewpub; (the “Brewpub Project”); and

**WHEREAS**, the City of Anna, Texas (the “City”) currently lacks an establishment similar to the Brewpub Project to serve as a catalyst for the Downtown area and the EDC’s Board of Directors has found that the Brewpub Project will promote new or expanded business development and advance the Downtown Master Plan; and

**WHEREAS**, it is projected that the location and operation of the Brewpub in the City will directly create a minimum of 15 jobs; and

**WHEREAS**, the EDC recognizes the positive economic impact that Brewpub will bring to the City through development and diversification of the economy, reduction of unemployment and underemployment through the production of new jobs, the attraction of new businesses, and the additional tax revenue; and

**WHEREAS**, the Lease of the Property to the Company will facilitate its operations in the Downton area;

**NOW, THEREFORE, BE IT RESOLVED BY THE ANNA ECONOMIC DEVELOPMENT CORPORATION THAT:**

**Section 1. Recitals Incorporated**

The recitals set forth above are incorporated herein for all purposes as if set forth in full.

**Section 2. Approval of Lease Agreement**

The EDC hereby approves the Lease Agreement (the "Agreement"), attached hereto as EXHIBIT A, incorporated herein for all purposes, and authorizes the EDC President to execute same on its behalf, subject to approval as to form by legal counsel for the EDC.

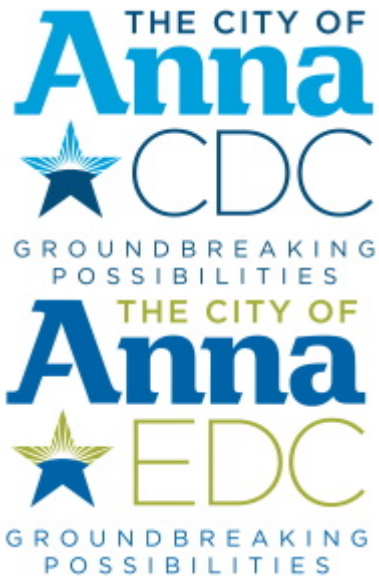
PASSED AND APPROVED by the Anna Economic Development Corporation on this \_\_\_\_\_, day of \_\_\_\_\_ 2022.

ATTEST:

APPROVED:

\_\_\_\_\_  
Bruce Norwood, EDC President

\_\_\_\_\_  
Rocio Gonzalez, EDC Secretary



Item No. 5.e.

EDC/CDC Agenda  
Staff Report

Meeting Date: 10/5/2022  
Staff Contact:

**AGENDA ITEM:**

Consider/Discuss/Action on engaging a real estate representative. (EDC)

**SUMMARY:**

Staff would like to discuss bringing on a real estate representative to assist with the possible sale of the Inc Cube Building.

**STAFF RECOMMENDATION:**

**ATTACHMENTS:**



**AGENDA ITEM:**  
**Director's Report.**

**SUMMARY:**

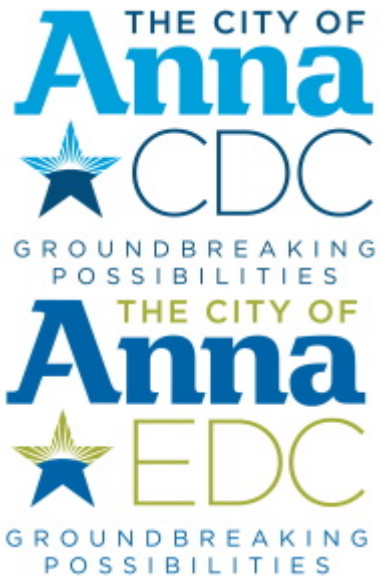
**STAFF RECOMMENDATION:**

**ATTACHMENTS:**

Item No. 6.

EDC/CDC Agenda  
Staff Report

Meeting Date: 10/5/2022  
Staff Contact:



Item No. 6.a.

EDC/CDC Agenda  
Staff Report

Meeting Date: 10/5/2022  
Staff Contact:

**AGENDA ITEM:**

Strategic Plan Update

**SUMMARY:**

**STAFF RECOMMENDATION:**

**ATTACHMENTS:**

1. September 2022 Strategic Plan Update

# Economic Development Strategic Plan Highlights September 2022

- Director attended the International Economic Development Council (IEDC) Annual Conference in Oklahoma City
- Anna EDC sponsored Bisnow's Collin County State of the Market Expo
- Assistant Director presented to Leadership Anna
- Director gave presentation to Anna Neighbor Academy
- Director represented City of Anna at Austin's Retail Live Expo
- Economic Development Director interviewed by D CEO "North Texas is the Country's New Semiconductor Manufacturing Capital"
- City conveyed 101 S. Powell property to the EDC



# Measureables

## September 2022



Real Estate Broker /  
Developer Meetings: 16



Business Retention /  
Expansion Visits: 2



Construction /  
Architectural Meetings: 3



New Newsletter  
Subscribers: 5 (949 total)



Website Users: 1,986 (5.7%  
decrease in new users in  
30 days)



Website Pageviews: 3,224  
(5% decrease in 30 days)



New LinkedIn Followers: 42  
(937 total)



Item No. 6.b.

EDC/CDC Agenda  
Staff Report

Meeting Date: 10/5/2022  
Staff Contact:

**AGENDA ITEM:**

Financial Report / Sales Tax Update

**SUMMARY:**

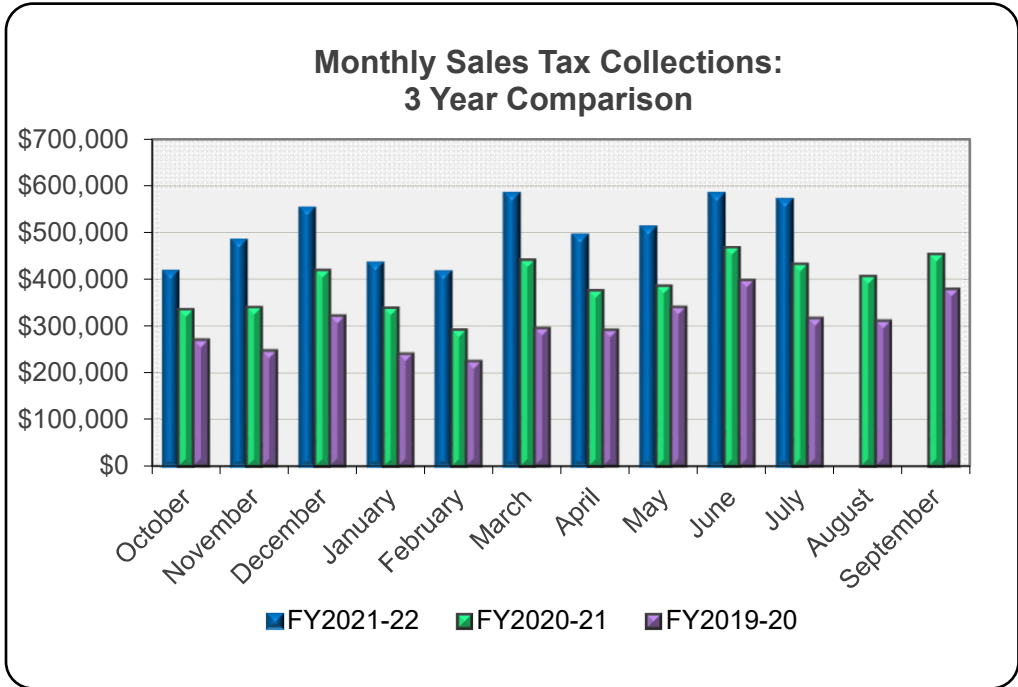
**STAFF RECOMMENDATION:**

**ATTACHMENTS:**

1. 2022 Monthly Sales Tax Report

**CITY OF ANNA**  
**Schedule of Sales Tax Collections**  
*For the month July 31, 2022*

	2021-22 Collections Monthly	% Change from Prior Year	2020-21 Collections Monthly
October	\$ 417,343	24.4%	\$ 335,454
November	483,556	42.2%	340,156
December	552,138	31.7%	419,319
January	435,037	28.4%	338,879
February	416,044	42.3%	292,405
March	583,700	32.4%	441,021
April	494,472	31.6%	375,823
May	511,309	32.7%	385,457
June	583,874	24.8%	467,686
July	570,950	32.1%	432,097
August			406,214
September			453,292
	<b>\$ 5,048,423</b>		<b>\$ 4,687,804</b>
Budget:	4,926,370	102.5%	4,300,000





Item No. 6.c.

EDC/CDC Agenda  
Staff Report

Meeting Date: 10/5/2022

Staff Contact:

**AGENDA ITEM:**

November Meeting Date

**SUMMARY:**

The NTCAR Expo and Texas Downtown Association Conference take place on the CDC-EDC's regularly scheduled Board Meeting of November 3rd. As the Board has requested to meet on a Wednesday in November, the next Board Meeting will take place on Wednesday, November 9th at 6:00 p.m.

**STAFF RECOMMENDATION:**

**ATTACHMENTS:**



Item No. 7.

EDC/CDC Agenda  
Staff Report

Meeting Date: 10/5/2022  
Staff Contact:

**AGENDA ITEM:**  
**Closed Session.**

**SUMMARY:**

**STAFF RECOMMENDATION:**

**ATTACHMENTS:**



Item No. 8.

EDC/CDC Agenda  
Staff Report

Meeting Date: 10/5/2022  
Staff Contact:

**AGENDA ITEM:**

**Reconvene into open session and take any action on closed session items.**

**SUMMARY:**

**STAFF RECOMMENDATION:**

**ATTACHMENTS:**



Item No. 10.

EDC/CDC Agenda  
Staff Report

Meeting Date: 10/5/2022  
Staff Contact:

**AGENDA ITEM:**

Adjourn.

**SUMMARY:**

**STAFF RECOMMENDATION:**

**ATTACHMENTS:**