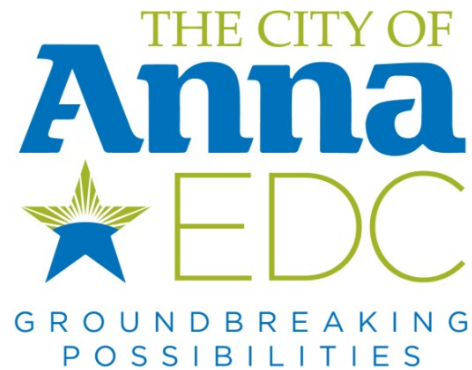




**MEETING AGENDA
ANNA COMMUNITY DEVELOPMENT CORPORATION
AND
ANNA ECONOMIC DEVELOPMENT CORPORATION**

Thursday, September 7, 2023 @ 6:00 PM

The EDC/CDC of the City of Anna will meet at 6:00 PM, on September 7, 2023, at the City of Anna Municipal Complex - Council Chambers, located at 120 W. 7th Street, Anna, TX, 75409, to consider the following items below.

If you wish to speak, please fill out the Speaker Registration Form and turn it in to city staff before the meeting starts.

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 August 3, 2023, Joint Community Development Corporation and Economic Development Corporation Meeting. (CDC)
 - b. Approve minutes from the August 3, 2023, Joint Community Development Corporation and Economic Development Corporation Meeting. (EDC)
5. **Individual Consideration.**
 - a. Consider/Discuss/Act on a resolution approving an agreement with Cooksey Communications for public relations and marketing services. (CDC)
 - b. Consider/Discuss/Act on a resolution approving an agreement with Swimming Duck, LLC for digital media services. (CDC)
6. **Director's Report.**
 - a. Strategic Plan Update
 - b. Financial Report/Sales Tax Update
 - c. 3 Nations Brewing Co. Soft Opening

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.

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 at a place readily accessible to the public at the Anna City Hall and on the City Hall bulletin board at or before 5:00 p.m. on August 31, 2023.

Joey Grisham, Director of Economic
Development



AGENDA ITEM:
Neighbor Comments.

SUMMARY:

STAFF RECOMMENDATION:

ATTACHMENTS:

Item No. 3.

EDC/CDC Agenda
Staff Report

Meeting Date: 9/7/2023
Staff Contact:



Item No. 4.a.

EDC/CDC Agenda
Staff Report

Meeting Date: 9/7/2023
Staff Contact:

AGENDA ITEM:

Approve minutes from the August 3, 2023, Joint Community Development Corporation and Economic Development Corporation Meeting. (CDC)

SUMMARY:

STAFF RECOMMENDATION:

ATTACHMENTS:

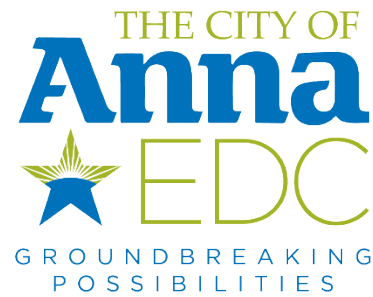
1. August 3_2023 CDC EDC Joint Meeting Minutes_final

Officers:

Bruce Norwood, President
Jody Bills, Vice-President
Rocio Gonzalez, Secretary

Staff:

Joey Grisham, Director of Economic Development
Bernie Parker, Assistant Director of Economic Development
Kimberly Garduno, Economic Development Coordinator



Anna Community Development Corporation and Anna Economic Development Corporation Meeting Minutes

Thursday, August 3, 2023, at 6:00 pm
Anna Municipal Complex, City Council Chambers
120 W. 7th Street, Anna, Texas 75409

The Anna Community Development Corporation and the Anna Economic Development Corporation conducted a meeting at 6:00 p.m. on Thursday, August 3, 2023, at the Anna Municipal Complex City Council City Council Chambers, located at 120 W. 7th Street 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, Jody Bills and Allison Inesta. **CDC and EDC Board Members Absent:** Michelle Hawkins. **Others Present:** Joey Grisham (Director of Economic Development), Kimberly Garduno (Economic Development Coordinator), Lee Miller (Mayor Pro Tem), Pete Cain (Council Member), 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 6:00 p.m.
2. **Invocation and Pledge of Allegiance.**
Invocation and Pledge of Allegiance was led by Bruce Norwood
3. **Neighbor Comments.**
None.
4. **Consent Agenda.**
 - a. Approve minutes from the July 20, 2023, Joint Community Development Corporation and Economic Development Corporation Meeting. (CDC)
 - b. Approve minutes from the July 20, 2023, Joint Community Development Corporation and Economic Development Corporation Meeting. (EDC)

Officers:

Bruce Norwood, President
Jody Bills, Vice-President
Rocio Gonzalez, Secretary

Staff:

Joey Grisham, Director of Economic Development
Bernie Parker, Assistant Director of Economic Development
Kimberly Garduno, Economic Development Coordinator

Rocio Gonzalez made a motion on behalf of the CDC and EDC to approve the consent agenda. Jody Bills seconded the motion. All were in favor. Motion passed.

5. Individual Consideration.

- a. Conduct a public hearing and Consider/Discuss/Act on a resolution approving a loan agreement with Government Capital Corporation for the CDC to finance land acquisition. (CDC)

Bruce Norwood opened the public hearing at 6:04 p.m.

Joey Grisham introduced Matt Sullivan, Municipal Finance Specialist with Government Capital Corporation and mentioned their extensive experience assisting Type A and Type B economic development corporations. Mr. Sullivan explained the loan agreement finances the land acquisition of nine tracts of land located downtown. Mr. Sullivan presented a breakdown between the differences of the 60, 80 and 100 adjustable interest rate payment options.

Bruce Norwood closed the public hearing at 6:13 p.m.

Jody Bills made a motion on behalf of the CDC to adopt a resolution approving a loan agreement with Government Capital Corporation for the CDC to finance land acquisition, with the terms including 60 quarterly payments at an adjustable rate, not to exceed \$1,800,000. Bruce Norwood seconded the motion. All were in favor. Motion passed.

6. Director's Report.

- a. Inc Cube Cubicles
The Board expressed no issues with allowing Planning and Zoning to use cubicles in the Inc Cube.
- b. EDC Forum Update
Joey Grisham shared the turnout at this year's Forum was high. To maximize space, future forums will target specific sectors such as Medical and Industrial Forums.

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.

Officers:

Bruce Norwood, President
Jody Bills, Vice-President
Rocio Gonzalez, Secretary

Staff:

Joey Grisham, Director of Economic Development
Bernie Parker, Assistant Director of Economic Development
Kimberly Garduno, Economic Development Coordinator

- 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.

Bruce Norwood made a motion to enter closed session. Kylee Kelley seconded the motion. All were in favor. Motion passed. CDC Board entered closed session at 6:23 p.m.

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

Ronnie Kerr made a motion to reconvene into open session. Rocio Gonzalez seconded the motion. All were in favor. Motion passed. The CDC reconvened into open session at 6:45p.m.

- a. Consider/Discuss/Act on a resolution amending the incentive agreement with 3 Nations Brewing Company, LLC to require payment by the Community Development Corporation of \$300,000 on September 1, 2023, instead of the current payment date which was tied to the issuance of the certificate of occupancy. (CDC)

Jody Bills made a motion on behalf of the CDC to adopt a resolution approving an amended agreement with 3 Nations Brewing, LLC to require payment by the Community Development Corporation of \$300,000 on September 1, 2023, instead of the current payment date which was tied to the issuance of the certificate of occupancy. Bruce Norwood seconded the motion. All were in favor. Motion passed.

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

None.

10. Adjourn.

Kylee Kelley a motion to adjourn the meeting at 6:47 p.m. Rocio Gonzalez seconded the motion. All were in favor. Motion passed.

Officers:

Bruce Norwood, President
Jody Bills, Vice-President
Rocio Gonzalez, Secretary

Staff:

Joey Grisham, Director of Economic Development
Bernie Parker, Assistant Director of Economic Development
Kimberly Garduno, Economic Development Coordinator

APPROVED:

Bruce Norwood
President of CDC/EDC

ATTESTED:

Rocio Gonzalez
Secretary of CDC/EDC



Item No. 4.b.

EDC/CDC Agenda
Staff Report

Meeting Date: 9/7/2023
Staff Contact:

AGENDA ITEM:

Approve minutes from the August 3, 2023, Joint Community Development Corporation and Economic Development Corporation Meeting. (EDC)

SUMMARY:

STAFF RECOMMENDATION:

ATTACHMENTS:

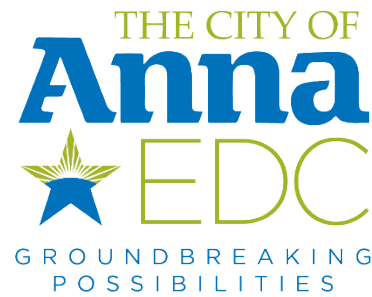
1. August 3_2023 CDC EDC Joint Meeting Minutes_final

Officers:

Bruce Norwood, President
Jody Bills, Vice-President
Rocio Gonzalez, Secretary

Staff:

Joey Grisham, Director of Economic Development
Bernie Parker, Assistant Director of Economic Development
Kimberly Garduno, Economic Development Coordinator



Anna Community Development Corporation and Anna Economic Development Corporation Meeting Minutes

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Anna Municipal Complex, City Council Chambers
120 W. 7th Street, Anna, Texas 75409

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CDC and EDC Board Members Present: Bruce Norwood, Rocio Gonzalez, Kylee Kelley, Ronnie Kerr, Jody Bills and Allison Inesta. **CDC and EDC Board Members Absent:** Michelle Hawkins. **Others Present:** Joey Grisham (Director of Economic Development), Kimberly Garduno (Economic Development Coordinator), Lee Miller (Mayor Pro Tem), Pete Cain (Council Member), 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 6:00 p.m.
2. **Invocation and Pledge of Allegiance.**
Invocation and Pledge of Allegiance was led by Bruce Norwood
3. **Neighbor Comments.**
None.
4. **Consent Agenda.**
 - a. Approve minutes from the July 20, 2023, Joint Community Development Corporation and Economic Development Corporation Meeting. (CDC)
 - b. Approve minutes from the July 20, 2023, Joint Community Development Corporation and Economic Development Corporation Meeting. (EDC)

Officers:

Bruce Norwood, President
Jody Bills, Vice-President
Rocio Gonzalez, Secretary

Staff:

Joey Grisham, Director of Economic Development
Bernie Parker, Assistant Director of Economic Development
Kimberly Garduno, Economic Development Coordinator

Rocio Gonzalez made a motion on behalf of the CDC and EDC to approve the consent agenda. Jody Bills seconded the motion. All were in favor. Motion passed.

5. Individual Consideration.

- a. Conduct a public hearing and Consider/Discuss/Act on a resolution approving a loan agreement with Government Capital Corporation for the CDC to finance land acquisition. (CDC)

Bruce Norwood opened the public hearing at 6:04 p.m.

Joey Grisham introduced Matt Sullivan, Municipal Finance Specialist with Government Capital Corporation and mentioned their extensive experience assisting Type A and Type B economic development corporations. Mr. Sullivan explained the loan agreement finances the land acquisition of nine tracts of land located downtown. Mr. Sullivan presented a breakdown between the differences of the 60, 80 and 100 adjustable interest rate payment options.

Bruce Norwood closed the public hearing at 6:13 p.m.

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6. Director's Report.

- a. Inc Cube Cubicles
The Board expressed no issues with allowing Planning and Zoning to use cubicles in the Inc Cube.
- b. EDC Forum Update
Joey Grisham shared the turnout at this year's Forum was high. To maximize space, future forums will target specific sectors such as Medical and Industrial Forums.

7. Closed Session.

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- 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.

Officers:

Bruce Norwood, President
Jody Bills, Vice-President
Rocio Gonzalez, Secretary

Staff:

Joey Grisham, Director of Economic Development
Bernie Parker, Assistant Director of Economic Development
Kimberly Garduno, Economic Development Coordinator

- 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.

Bruce Norwood made a motion to enter closed session. Kylee Kelley seconded the motion. All were in favor. Motion passed. CDC Board entered closed session at 6:23 p.m.

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

Ronnie Kerr made a motion to reconvene into open session. Rocio Gonzalez seconded the motion. All were in favor. Motion passed. The CDC reconvened into open session at 6:45p.m.

- a. Consider/Discuss/Act on a resolution amending the incentive agreement with 3 Nations Brewing Company, LLC to require payment by the Community Development Corporation of \$300,000 on September 1, 2023, instead of the current payment date which was tied to the issuance of the certificate of occupancy. (CDC)

Jody Bills made a motion on behalf of the CDC to adopt a resolution approving an amended agreement with 3 Nations Brewing, LLC to require payment by the Community Development Corporation of \$300,000 on September 1, 2023, instead of the current payment date which was tied to the issuance of the certificate of occupancy. Bruce Norwood seconded the motion. All were in favor. Motion passed.

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

None.

10. Adjourn.

Kylee Kelley a motion to adjourn the meeting at 6:47 p.m. Rocio Gonzalez seconded the motion. All were in favor. Motion passed.

Officers:

Bruce Norwood, President
Jody Bills, Vice-President
Rocio Gonzalez, Secretary

Staff:

Joey Grisham, Director of Economic Development
Bernie Parker, Assistant Director of Economic Development
Kimberly Garduno, Economic Development Coordinator

APPROVED:

Bruce Norwood
President of CDC/EDC

ATTESTED:

Rocio Gonzalez
Secretary of CDC/EDC



AGENDA ITEM:
Individual Consideration.

SUMMARY:

STAFF RECOMMENDATION:

ATTACHMENTS:

Item No. 5.

EDC/CDC Agenda
Staff Report

Meeting Date: 9/7/2023
Staff Contact:



Item No. 5.a.

EDC/CDC Agenda
Staff Report

Meeting Date: 9/7/2023
Staff Contact:

AGENDA ITEM:

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

SUMMARY:

The Anna CDC has enjoyed a strong partnership with Cooksey Communications since 2020 when they produced a comprehensive communications audit. Some of their work includes the creation of the EDC and CDC logos and tagline, helping develop key messaging, and connecting us with media opportunities. The results have been very impressive and staff recommends continuation of the partnership. Renewing this agreement allows for up of 28 hours per month. Highlights of the scope of work include: monthly consulting and strategy meetings, creative direction and brand development through website updates, imagery, public and media relations through news story pitches, showcasing Anna to targeted audiences, and managing the overall marketing campaign.

STAFF RECOMMENDATION:

Approve.

ATTACHMENTS:

1. CDC Marketing Resolution 2023 Cooksey Communications
2. Cooksey Communications Letter of Agreement for Anna CDC 2024 7.15.23

ANNA COMMUNITY DEVELOPMENT CORPORATION

RESOLUTION NO. _____

**A RESOLUTION OF THE ANNA COMMUNITY DEVELOPMENT CORPORATION
APPROVING AND AUTHORIZING AN AGREEMENT AND THE EXPENDITURE OF
FUNDS FOR MARKETING AND PROMOTIONAL PURPOSES**

WHEREAS, the Anna Community Development Corporation (the “CDC”) wishes to expend funds for marketing and promotional purposes to provide website updates, marketing and public relations consulting services, advertising campaign, development of brochures and other marketing collateral, and digital and social media campaigns.

**NOW THEREFORE, BE IT RESOLVED BY THE ANNA COMMUNITY
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 Funding

The CDC hereby authorizes the Board President to execute a contract for marketing, advertising, and promotional services and to charge the CDC’s contract services line item in an amount not to exceed \$85,000 in the Fiscal Year 2023-2024 for marketing and promotional services for community and economic development purposes.

PASSED AND APPROVED by the Anna Community Development Corporation this 7th day of September 2023.

APPROVED:

ATTEST:

Bruce Norwood, CDC President

Rocio Gonzalez, CDC Secretary



LETTER OF AGREEMENT

THIS AGREEMENT ("Agreement") is effective as of October 1, 2023 (the "Effective Date") by and between Cooksey Communications, Inc., a Texas corporation ("Cooksey" or "Contractor") whose address is 5525 N. MacArthur Blvd., Suite 530, Irving, Texas 75038; and the Anna Community Development Corporation ("Client"), whose office address is 120 W. Seventh Street, Anna, Texas 75409.

Client desires to retain Cooksey as an independent contractor to provide public relations and strategic communications services.

In consideration therefore, Client agrees to pay Cooksey a monthly retainer of SIX THOUSAND THREE HUNDRED DOLLARS (\$6,300) plus five percent (5%) monthly CSTIM of \$315 covering routine expenses for the term of this Agreement, as outlined below, which will allow Cooksey to perform up to 28 hours of service per month, on average, at its current blended hourly rate of \$225.

In future years the available monthly service hours shall be calculated based on Cooksey's then prevailing blended hourly rate, which Cooksey reserves the right to change based on prevailing market rates. Any change in the blended hourly rate shall be communicated in writing, in advance, to the Client.

In so contracting, the parties agree that Cooksey is an independent contractor and is not an employee, partner, or co-venture of the Client. The manner in which Cooksey's services are rendered shall be within Cooksey's sole control and discretion. Cooksey is not authorized to sign any sponsorship or other agreement on behalf of the Client without prior review and approval by an authorized party of the Client.

Scope of Work

In consideration for the fees and the mutual covenants contained in this Agreement, the Client and Cooksey agree that Cooksey will provide the public relations and strategic communications services listed below, not to exceed the retainer-covered hours stipulated above:

- Consulting and Strategy
 - Participate in monthly progress calls/meetings with Client and digital media partner to discuss PR/marketing opportunities and needs, Client activities and upcoming initiatives
 - Facilitate additional client calls, as needed, to discuss PR/marketing strategy
- Creative Direction and Brand Development
 - Create annual advertising campaign themes, including industry-segmented ads
 - Update, as needed, website logo, tagline, content and imagery
 - Update existing marketing collateral pieces and tradeshow elements
 - Develop three-dimensional direct mail campaign, including with industry-segmented focus
- Public/Media Relations
 - Proactive media outreach for potential inclusion in local and trade media news stories

- Set up in-person meetings with members of the media; showcase projects/tour Anna, etc.
- Regular pitching of evergreen story topics, deal announcements and thought leadership pieces (Cooksey will develop content)
- Recommend key industry and local and trade media awards; develop award entries
- Provide recommendations for sponsored media content, develop content
- Coordinate sponsorship recommendations and selected sponsorship logistics
- Update media kit, complete with important demographic information, business opportunities and community profile
- Manage overall marketing campaign for EDC/CDC

Billing

Invoices for the current monthly retainer and CSTIM fee will be pre-billed at the beginning of each month, with the first invoice submitted to the Client immediately upon execution of this Agreement.

All invoices are due net 15 calendar days from the invoice date. Payments received after 30 calendar days of the invoice date shall be subject to late charges at a rate of one-and-a-half percent (1.5%) per month (18% per annum).

Each invoice will include a brief summary of services and deliverables provided in the previous month, *plus* a listing of any non-routine expenses incurred on the Client's behalf (see **Expenses and Exclusions** section below).

Additional Fees/Hours

It is not typical for Cooksey to bill for a small number of additional hours worked in one month, beyond those covered by the monthly retainer, if this is not a regular, recurring occurrence.

If it becomes apparent that satisfactory performance of any of the Agreement-stipulated services is causing Cooksey to significantly or repeatedly exceed the hours compensated by the monthly retainer, by more than 10 percent (10%) on average, Cooksey will promptly notify the Client, provide a written estimate of the additional hours required and obtain advance written approval from the Client of any additional fees before undertaking and completing extra work. If no further services are desired by the Client, Cooksey shall deliver the work performed within the Agreement-covered hours and will receive the normal fee associated with such deliverables in accordance with this Agreement.

If the Client requests new services or projects not specifically delineated in this Agreement, Cooksey will provide a written estimate of the hours and costs associated with those services or deliverables and will require advance, written approval before undertaking any additional work. Any such incidental work would be estimated and, if approved by the Client, performed at the \$225 per hour blended billing rate, or as agreed to in writing.

Expenses and Exclusions

Cooksey, for the benefit of the Client, may incur non-routine, third-party expenses in the course of implementing the requested services, including but not limited to such items as newswire services, clipping services, photography, outsourced printing costs and other expenses charged by third-party vendors. Any such third-party vendor expenses will be billed directly by the vendor to the Client, unless otherwise agreed to mutually by Cooksey and the Client. Expenses handled by Cooksey will incur a 15

percent (15%) markup. Any individual, third-party vendor expenses over \$250 must be approved in advance, in writing, by the Client.

Unless the proposed scope of services stipulates otherwise, the monthly retainer outlined above does not include Cooksey's creative design services or creative production costs, or other related expenses. Should the Client require any such creative services or associated production expenses, these services and expenses would be estimated separately by Cooksey for the Client's advance, written approval prior to undertaking the services desired.

Client Services, Technology and Information Management (CSTIM) Fee

Each monthly invoice shall include Cooksey's standard CSTIM fee, calculated at five percent (5%) of the monthly retainer, which covers routine internal expenses regularly incurred on all of its clients' behalf. These expenses include, but are not limited to, mileage incurred for travel to/from meetings and events (up to 100 miles from the Cooksey office); photocopies and in-house printing; courier or delivery charges; subscriptions for online media resources such as Cision (global media database and intelligence service); subscriptions for videoconferencing services (Zoom, WebEx, Microsoft Teams, etc.); maintenance of communications infrastructure for 24/7 client service; and subscriptions to base-level versions of electronic marketing services such as SurveyMonkey (Standard Annual plan only).

For the Anna Community Development Corporation monthly retainer of \$6,300, the monthly CSTIM fee will be \$315.

If Cooksey expects to incur any extraordinary, non-routine expenses that would exceed the amount covered by the monthly CSTIM fee, Cooksey will notify the Client prior to incurring such charges and seek advance, written approval from the Client to invoice for those extraordinary expenses.

Media Buying and Sequential Liability

If Cooksey is placing or buying media for the Client (paid advertising), then the Client must provide written approval for and sign media plans before insertion orders and purchase orders can be created and submitted to the media organization. Unless expressly agreed otherwise in writing between Cooksey and the Client, purchases made by Cooksey on the Client's behalf shall be subject to a 15 percent (15%) markup, consistent with other external expenses where Cooksey is providing credit to the Client. This markup shall be waived only if the media organization is billing the Client directly for such media purchases.

All Cooksey-submitted insertion orders and purchase orders shall make it clear that responsibility for payment to the media organization lies with the Client, not with Cooksey. Cooksey shall only be responsible for timely payment to media when Cooksey has received timely payment from the Client. In cases where payment is not made in a timely manner to Cooksey, any late charges or other fees consequently assessed by the media organization shall be the sole responsibility of the Client.

Term of Service and Annual Inflationary Adjustment

Services addressed in this Agreement are expected to last from the Effective Date stipulated above through September 30, 2024.

At the expiration of the initial term, the parties may agree to renew the Agreement upon terms mutually agreeable to both parties, as set forth in a separate, written document executed by both parties at such time.

Either party may terminate this Agreement for any reason at any time upon 60 days' prior written notice to the other party.

Unless the Agreement terminates sooner, on an annual basis beginning 12 months from the Effective Date the monthly retainer fee shall increase by 5 percent (5%) to account for typical annual inflation and shall then be rounded to the nearest \$100 increment. The new 5% CSTIM fee shall be calculated based on the adjusted monthly retainer.

Confidentiality

All confidential information will be held confidential by Cooksey and will not be discussed with outside parties without the Client's prior consent, unless required by applicable law.

Indemnity

Client agrees to indemnify and save Cooksey harmless from and against all liability, including all actions, claims, damages, costs and attorneys' fees, which Cooksey may incur (or to which Cooksey may be a party), arising out of actions taken or statements made by Cooksey at the Client's direction or based upon information provided by the Client, and any and all losses, claims, damages, expenses or liabilities related to the use of Client's products or services except when such actions, claims, damages, costs and attorneys' fees result from gross negligence or willful misconduct by Cooksey.

Cooksey agrees to indemnify and save Client harmless from and against all liability, including all actions, claims, damages, costs and attorneys' fees, which Client may incur (or to which Client may be a party), arising out of or related to Cooksey work product excepting only when such actions, claims, damages, costs and attorneys' fees result from information, graphics or text provided to Cooksey by Client.

Client's Intellectual Property

Cooksey shall not use or be entitled to any Client intellectual property, including but not limited to Client trademarks, trade dress, copyright, trade secrets or proprietary information, without the express written permission of Client or as otherwise expressly stipulated elsewhere in this Agreement. Granting a license to use in any one instance shall not be deemed to be a license in any other instance.

Cooksey's Intellectual Property

Client shall not use or be entitled to any Cooksey intellectual property, including but not limited to media lists, Cooksey trademarks, trade dress, copyright, trade secrets or proprietary information, without the express written permission of Cooksey or as otherwise expressly stipulated elsewhere in this Agreement. Granting a license to use in any one instance shall not be deemed to be a license in any other instance.

Please indicate your acceptance of the terms stated above by signing and returning a copy of this Agreement to Cooksey. Facsimile signatures received by electronic means shall be deemed originals.

Agreed to and Accepted by:

Bruce Norwood, President
Anna Community Development Corporation

Date

Colby Walton, Chairman and CEO
Cooksey Communications

Date



Item No. 5.b.

EDC/CDC Agenda
Staff Report

Meeting Date: 9/7/2023
Staff Contact:

AGENDA ITEM:

Consider/Discuss/Act on a resolution approving an agreement with Swimming Duck, LLC for digital media services. (CDC)

SUMMARY:

Similar to Cooksey Communications, the CDC has enjoyed a strong partnership with Swimming Duck, LLC for digital media services. Staff holds monthly meetings with Swimming Duck to discuss strategy, buying, optimization, and management services. Their strategy and approach continues to be successful and staff recommends continuing the partnership.

STAFF RECOMMENDATION:

Approve.

ATTACHMENTS:

1. Digital Marketing Resolution 2023 Swimming Duck
2. Anna EDC Letter of Agreement 2023-2024 R1
3. Anna EDC FY 2022 - 2023 Performance Metrics

ANNA COMMUNITY DEVELOPMENT CORPORATION

RESOLUTION NO. _____

**A RESOLUTION OF THE ANNA COMMUNITY DEVELOPMENT CORPORATION
APPROVING AND AUTHORIZING AN AGREEMENT AND THE EXPENDITURE OF
FUNDS FOR MARKETING AND PROMOTIONAL PURPOSES**

WHEREAS, the Anna Community Development Corporation (the “CDC”) wishes to expend funds for marketing and promotional purposes to provide digital media services.

**NOW THEREFORE, BE IT RESOLVED BY THE ANNA COMMUNITY
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 Funding

The CDC hereby authorizes the Economic Development Director to execute a contract attached hereto as Exhibit A for marketing, advertising, and promotional services and to charge the CDC’s promotional line item in an amount not to exceed \$45,000 in the Fiscal Year 2023-2024 for marketing and promotional services for community and economic development purposes.

PASSED AND APPROVED by the Anna Community Development Corporation this 7th day of September 2023.

APPROVED:

ATTEST:

Bruce Norwood, CDC President

Rocio Gonzalez, CDC Secretary



469 227 3400

Swimming Duck, LLC
208 North Market Street
Suite 125
Dallas, Texas 75202



LETTER OF AGREEMENT 2023-2024 REV1
August 30, 2023



469 227 3400

Swimming Duck, LLC
208 North Market Street
Suite 125
Dallas, Texas 75202

Swimming Duck LLC ("Agency") will provide digital media planning, buying, optimization and management services to the Anna Economic Development Corporation ("Client") beginning October 1, 2023. Specific services to be provided include but are not necessarily limited to the following:

- Planning, negotiating, placing and managing the FY 2024 October-September digital media buys. Exhibit I outlines the specifics of the proposed annual media buy.
- As part of our media management services, Agency will develop monthly media performance reports which will be shared with Client on a monthly Zoom call.

Agency will be compensated based on a commission equivalent to 15% of the monthly billing. Agency will pay the media directly under sequential liability terms, that is, Agency will be solely liable for payment to the extent that proceeds have cleared from Client to the Agency. For sums owing but not cleared to the Agency, the media will hold Client solely liable.

Client will be provided with Estimates prior to final negotiation and placement of media buys as authorized by Client. Agency will not incur expenses on Client's behalf that exceed the Approved Estimate Amount. Any out-of-pocket expenses such as FedEx, copy, courier services or similar charges Agency may pay directly will be invoiced to Client at net cost.

Agency agrees to protect all proprietary and confidential information communicated to it by Client using the same degree of care as Agency uses to protect its own confidential information of a like nature, but no less than a reasonable degree of care. Client agrees to expressly identify proprietary and confidential information as such at the time of disclosure to Agency. Agency agrees to return to Client any written confidential information given to Agency should either party terminate the relationship.

If the terms of this Agreement are agreeable, please sign and date below.

Gordon Law
President
Swimming Duck, LLC.
Date: July 5, 2023

Joey Grisham
Director
Anna Economic Development Corporation
Date:



469 227 3400

Swimming Duck, LLC
208 North Market Street
Suite 125
Dallas, Texas 75202

EXHIBIT I

Total Media Budget:	\$45,000
Estimated Annual Impressions:	3,577,800
Estimated CPM (cost per thousand):	\$12.58
Target Audiences:	People who have been to the Anna EDC website, are reading contextually relevant content, or are in the commercial real estate business, or are C-level employees in the manufacturing/distribution industries. Also, persons engaged with tech and finance websites, local and national news sites, commercial real estate apps and websites.

Initial Buy Details

- Media in-market all 12 months of the Fiscal Year
 - Average \$3,750 per month budget
 - Average 298,150 impressions per month
- Each month: Cross Device Display
 - Website retargeting
 - Contextual targeting
 - Behavioral targeting
- October, December, February, April, June, August: Video Pre-Roll
 - Website retargeting
 - Contextual targeting
 - Behavioral targeting
- November, January, March, May, July, September: OTT
 - Website retargeting
 - Contextual targeting
 - Behavioral targeting



Anna EDC FY 2022-2023 Performance Metrics

July 6, 2023

The Ask

- We were asked to determine the return on investment for the media dollars spent on the Anna EDC's behalf this fiscal year.
- As we do not have access to end-to-end conversion data (i.e., media generated lead to actual business generated), we can report on two key media measures that collectively determine the success of our digital advertising efforts:
 - Clicks to the website directly attributable to our advertising
 - Conversions on the website directly attributable to our advertising



Media Measures

- Clicks

- Since the start of the current fiscal year (October 2022) through May 2023, our digital advertising has been seen 4.35 million times and has caused 8,898 targeted consumers to click through to the website.
 - Our target audiences are commercial real estate brokers and business leaders in DFW
- Our cost per click can be computed at \$3.15.

- Conversions

- The 8,898 people who clicked through to the Anna EDC website as a direct result of our advertising accounted for 1,143 conversions for a conversion rate of 12.8%.
 - We define conversions as persons who clicked the *View Available Properties* and/or *Download Area Map* tabs and/or made a phone call or filled out a contact form.
- Our cost per conversion can be computed at \$21.15.





AGENDA ITEM:
Director's Report.

SUMMARY:

STAFF RECOMMENDATION:

ATTACHMENTS:

Item No. 6.

EDC/CDC Agenda
Staff Report

Meeting Date: 9/7/2023
Staff Contact:



AGENDA ITEM:

Strategic Plan Update

SUMMARY:

STAFF RECOMMENDATION:

ATTACHMENTS:

1. August 2023 Strategic Plan Update_Final

Item No. 6.a.

EDC/CDC Agenda
Staff Report

Meeting Date: 9/7/2023
Staff Contact:

Economic Development Strategic Plan Highlights August 2023

- Anna Economic Development Director Joey Grisham served as a panelist at the Texoma Council of Governments City Series on August 3rd —Economic Development Strategies for the changing Texoma Business Landscape.
- Dallas Morning News featured City of Anna's economic development strategy ***“We always start with a yes, Anna mayor says of proposed economic development projects.”***
- Joey Grisham delivered a presentation to Anna Seniors at the Talks and Talents Senior Program series.
- Staff attended the ribbon cutting ceremony for Lamar National Bank. The event was hosted by the Greater Anna Chamber of Commerce.
- Joey Grisham's article ***“How Diverse Housing Builds a City”*** was featured in the commercial real estate section of D CEO.



Measureables

August 2023



Real Estate Broker /
Developer Meetings: 13



Business Retention
Expansion Contacts: 7



Construction /
Architectural Meetings: 4



New Newsletter Subscribers:
30 (1,901 total)



LinkedIn Reactions: 232
(Past 30 Days - 39.8%
increase)



LinkedIn Pageviews: 134
(Past 30 Days - 45.7%
increase)



New LinkedIn Followers: 29
(1,290 total)



Item No. 6.b.

EDC/CDC Agenda
Staff Report

Meeting Date: 9/7/2023
Staff Contact:

AGENDA ITEM:

Financial Report/Sales Tax Update

SUMMARY:

STAFF RECOMMENDATION:

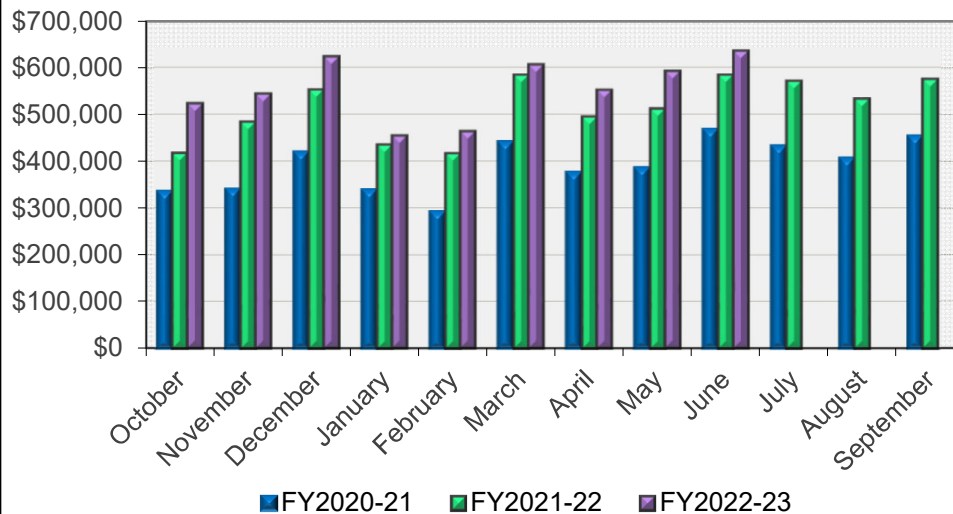
ATTACHMENTS:

1. 2023 Monthly Sales Tax Report_June
2. CDC SALES TAX COLLECTIONS FY22_June

CITY OF ANNA
Schedule of Sales Tax Collections
For the month June 30, 2023

	2022-23 Collections Monthly	% Change from Prior Year	2021-22 Collections Monthly
October	\$ 522,386	25.2%	\$ 417,343
November	542,873	12.3%	483,556
December	622,388	12.7%	552,138
January	454,358	4.4%	435,037
February	463,016	11.3%	416,044
March	605,483	3.7%	583,700
April	551,653	11.6%	494,472
May	591,858	15.8%	511,309
June	634,824	8.7%	583,874
July			570,950
August			533,224
September			575,011
	\$ 4,988,839		\$ 6,156,658
Budget:	6,753,000	73.9%	4,300,000

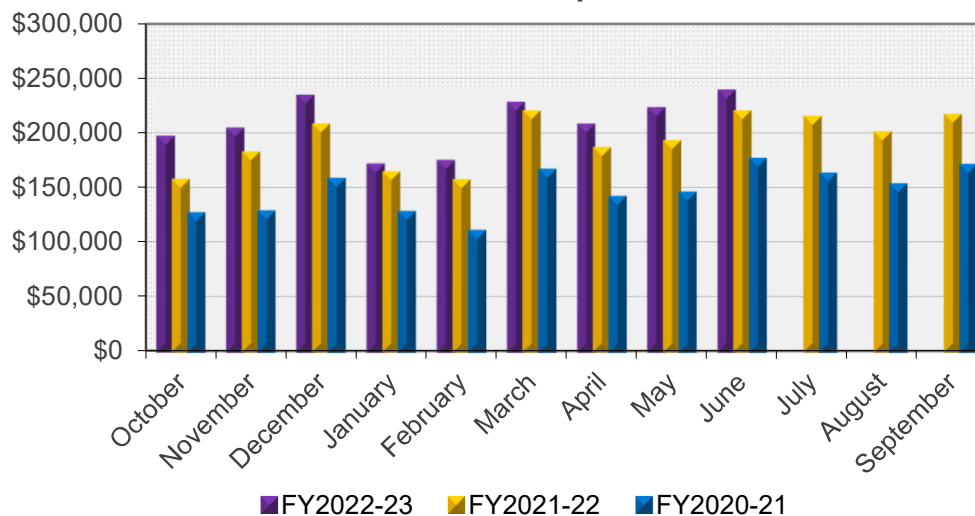
**Monthly Sales Tax Collections:
3 Year Comparison**



CITY OF ANNA
COMMUNITY DEVELOPMENT CORPORATION
Schedule of Sales Tax Collections

	2022-23 Collections		% Change	2021-22 Collections	
	Monthly		from	Monthly	
			Prior Year		
October	\$	195,895	25.2%	\$	156,504
November	\$	203,577	12.3%	\$	181,334
December	\$	233,395	12.7%	\$	207,052
January	\$	170,384	4.4%	\$	163,139
February	\$	173,631	11.3%	\$	156,016
March	\$	227,056	3.7%	\$	218,887
April	\$	206,870	11.6%	\$	185,427
May	\$	221,947	15.8%	\$	191,741
June	\$	238,059	8.7%	\$	218,953
July				\$	214,106
August				\$	199,959
September				\$	215,629
	\$	1,870,814		\$	2,308,747

**Monthly Sales Tax Collections:
3 Year Comparison**





AGENDA ITEM:

3 Nations Brewing Co. Soft Opening

SUMMARY:

STAFF RECOMMENDATION:

ATTACHMENTS:

Item No. 6.c.

EDC/CDC Agenda
Staff Report

Meeting Date: 9/7/2023
Staff Contact:



AGENDA ITEM:
Closed Session.

SUMMARY:

STAFF RECOMMENDATION:

ATTACHMENTS:

Item No. 7.

EDC/CDC Agenda
Staff Report

Meeting Date: 9/7/2023
Staff Contact:



Item No. 8.

EDC/CDC Agenda
Staff Report

Meeting Date: 9/7/2023
Staff Contact:

AGENDA ITEM:

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

SUMMARY:

STAFF RECOMMENDATION:

ATTACHMENTS:



AGENDA ITEM:

Adjourn.

SUMMARY:

STAFF RECOMMENDATION:

ATTACHMENTS:

Item No. 10.

EDC/CDC Agenda
Staff Report

Meeting Date: 9/7/2023
Staff Contact: