MEETING AGENDA
ANNA COMMUNITY DEVELOPMENT CORPORATION
AND
ANNA ECONOMIC DEVELOPMENT CORPORATION

Thursday, September 3, 2020 @ 6:00 PM

Anna City Hall, Council Chambers
111 N. Powell Parkway, Anna, Texas 75409

The EDC/CDC of the City of Anna will meet at 6:00 PM, on September 3, 2020, at the Anna City Hall, Located at 111 North Powell Parkway (Hwy 5), to consider the following items.

Welcome to the EDC/CDC meeting. Please sign the Sign-In-Sheet as a record of attendance. If you wish to speak on an open-session agenda item, please fill out the Opinion/Speaker Registration Form and turn it in to the 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. **Consider/Discuss/Act on approving minutes from the July 30, 2020 CDC Special Called Meeting. (CDC)**
5. **Consider/Discuss/Act on approving minutes from the July 30, 2020 EDC Special Called Meeting. (EDC)**
6. **Consider/Discuss/Act on a resolution approving a License Agreement with GIS Web Tech. (CDC)**
7. **Consider/Discuss/Act on a resolution approving an Annual Agreement with the Greater Anna Chamber of Commerce for Fiscal Year 2021. (CDC)**
8. **Director's Report.**
   a. Report on current corporate financial status—Discussion Only

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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.

b. Comp Plan, Downtown Master Plan, and Parks/Trails Master Plan Update

c. ED Strategic Plan Update

d. COVID-19 Recovery Grant Program Survey Results

e. Incentives Policy Draft.

9. **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; Anna Business Park.

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 promotional 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.

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

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

Items of community interest include: expressions of thanks, congratulations, or condolence; information regarding holiday schedules; an honorary or salutary recognition of a public official, public employee, or other citizen (but not including a change in status of a person's public office or public employment); a reminder about an upcoming event organized or sponsored by the governing body; information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the municipality; and announcements involving an imminent threat to the public health and safety of people in the municipality that has arisen after posting of the agenda.

12. **Adjourn**

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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, 2020.

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Joey Grisham, Director of Economic Development

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Item No. 4
CDC Agenda
Staff Report

Meeting Date: 9.3.2020
Staff Contact: Joey Grisham

AGENDA ITEM:

Consider/Discuss/Act on approving minutes from the July 30, 2020 CDC Special Called Meeting. (CDC)

SUMMARY:

STAFF RECOMMENDATION:
Approve the July 30, 2020 meeting minutes on behalf of the CDC and EDC Boards.

ATTACHMENTS:

1. July 30, 2020 CDC and EDC Joint Special Called Meeting Minutes

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

Thursday, July 30, 2020 at 6:00 pm

The Anna Community Development Corporation and the Anna Economic Development Corporation conducted a special-called online meeting at 6:00 p.m. on Thursday, July 30, 2020. The Anna Community Development Corporation and the Economic Development Corporation participated in this meeting remotely in compliance with the Texas Open Meetings Act as suspended or modified under the pending Declaration of Disaster and associated executive orders and proclamations of the Governor of Texas.

The public observed the open session portions of the meeting online at the City of Anna's Facebook page: https://www.facebook.com/City-of-Anna-281332118639373/

CDC and EDC Board Members Present: Anthony Richardson, Rocio Gonzalez, Michelle Hawkins, Bruce Norwood, Shane Williams, Stan Carver and Doris Pierce. **Board Members Absent:** None **Others Present:** Councilmember Lee Miller, Joey Grisham (Economic Development Director), Taylor Lough (Economic Development Manager), Clark McCoy (CDC/EDC Legal Counsel), Dana Thornhill (Finance Director) and Kevin Johnson (IT Manager).

1. **Call to Order. Roll Call and Establishment of Quorum.**
   The meeting was called to order by Anthony Richardson, Board President, at 6:07 p.m.

2. **Invocation and Pledge.**
   Invocation was given by Anthony Richardson. Pledge of Allegiance was led by Stan Carver.

3. **Citizen Comments.**
   There were no citizen comments.

4. **Consider/Discuss/Act on electing a President. (CDC)**

5. **Consider/Discuss/Act on electing a Vice-President. (CDC)**

6. **Consider/Discuss/Act on electing a Secretary. (CDC)**

7. **Consider/Discuss/Act on electing a President. (EDC)**

8. **Consider/Discuss/Act on electing a Vice-President. (EDC)**

9. **Consider/Discuss/Act on electing a Secretary. (EDC)**

Rocio Gonzalez made a motion to elect Anthony Richardson as President on behalf of the CDC and EDC. Michelle Hawkins seconded the motion. All were in favor. Anthony Richardson abstained. Motion passed.

Anthony Richardson made a motion to elect Stan Carver as Vice-President on behalf of the CDC and EDC. Doris Pierce seconded the motion. Stan Carver abstained. All were in favor. Motion passed.

Anthony Richardson made a motion to elect Rocio Gonzalez as Secretary on behalf of the CDC and EDC. Bruce Norwood seconded the motion. Rocio Gonzalez abstained. All were in favor. Motion passed.

10. **Consider/Discuss/Act on approving minutes from the July 2, 2020 CDC Special Called Meeting. (CDC)**

11. **Consider/Discuss/Act on approving minutes from the July 2, 2020 EDC Special Called Meeting. (EDC)**

Rocio Gonzalez made a motion to approve the minutes on behalf of the CDC and EDC for the July 2, 2020 Joint CDC/EDC Meeting. Shane Williams seconded the motion. All were in favor. Motion passed.

12. **Hold a public hearing and act on a resolution approving the Fiscal Year 2020-2021 budget and authorizing publication of the adopted budget. (CDC)**

Anthony Richardson opened the public hearing at 6:20 p.m.

Joey Grisham introduced Dana Thornhill, Finance Director, to discuss the City of Anna investment policy. The CDC and EDC investment funds are in their own account in the City's local depository, and since they are separate bank accounts, it doesn't allow the opportunity to pool funds with the city to invest. Ms. Thornhill stated the CDC funds are too small to invest on their own as interest rates are too low to gain significant revenue. Closing CDC and EDC accounts and combining funds with the City of Anna's funds would allow for greater interest revenue. The general ledger would provide the exact amount of funding for the CDC and EDC.

Joey Grisham provided a presentation about the CDC and EDC Budgets, and proposed a $1,311,140 FY 2021 CDC Budget. Staff is proposing increasing the amount for grants to $100,000. The line item for the Greater Anna Chamber of Commerce contract is the same as last year at $42,000. The contract will be brought before the Board in September so the funding amount may change. Staff is working with the Neighborhood Services Director and Greater Anna Chamber of Commerce President related to community events. The contract services line item also includes the current marketing plan and tagline development project and a retail/restaurant/entertainment attraction plan. Fund balance is projected to be near 100% of the current year budget. Joey stated that the CDC is in a strong position for future projects. As the downtown plan takes shape and City Hall is completed, several opportunities are expected to come to fruition. Anthony Richardson asked about the marketing line item in the CDC Budget and Joey Grisham explained that unspent funds budgeted for marketing may be rolled over to the next fiscal year and that state law allows the Corporations to spend ten percent of their budget on marketing and promotion expenses.

Doris Pierce asked Joey Grisham to explain the Chief Partners payment. Joey Grisham explained there is a previous agreement with the developer of Wal-Mart and surrounding property to rebate 90% of the sales tax revenue back to the developer for costs incurred for infrastructure investments. A second phase includes a 70% rebate for the property moving north of Wal-Mart up to the Freestanding ER. The term is twenty years for both agreements or until the max rebate amount is reached, whichever comes first.

Stan Carver asked about the Hurricane Creek Country Club Membership. Joey Grisham explained the Club does not charge the CDC for its membership, only for meals or other charges incurred.

Doris Pierce asked if travel and training expenses were not used this year, what would happen to those funds. Joey Grisham explained the unspent funds could be moved to fund balance or be used for another expense.

Anthony Richardson closed the public hearing at 7 pm.

Anthony Richardson made a motion to approve a resolution on behalf of the CDC Board approving the Fiscal Year 2020-2021 budget and authorizing publication of the adopted budget. Bruce Norwood seconded the motion. All were in favor. Motion passed.

13. **Consider/Discuss/Act on a resolution approving the Fiscal Year 2020-2021 budget. (EDC)**

Joey Grisham presented a $99,650 EDC budget for FY 2021 with most of items falling under the Contract Services line item: architectural and signage contracts for the Business Park, legal fees, audit expenses, and printer and janitorial services at the Inc-Cube, etc. He reminded the Board that the EDC does not currently receive sales tax collections and that some of the funding for the FY 2021 budget is coming from the Fund Balance. The projected Fund Balance for FY 2021 is $343,203.

Bruce Norwood made a motion on behalf of the EDC to approve a resolution approving the Fiscal Year 2020-2021 budget. Stan Carver seconded the motion. All were in favor. Motion passed.

14. **Director's Report**

A. Report on current corporate financial status—Discussion Only

Joey Grisham explained that sales tax collections increased 37% in May over last year, likely from the opening of new restaurants. This trend is expected to continue as new restaurants like Sunview Café open soon.

B. Greater Anna Chamber Golf Tournament—August 24

The golf tournament was rescheduled from the spring because of COVID. The CDC's sponsorship includes two teams and board members should e-mail Taylor if they would like to play. This year's tournament will begin at 7:00 a.m. on Monday, August 24th. Stan Carver shared that this is a great networking event for local businesses and organizations. Doris Pierce and Michelle Hawkins offered to help during the event and attend rather than play.

C. ED Strategic Plan Update

Yesterday, Joey Grisham and Taylor Lough kicked off the Marketing Plan with Cooksey Communications. They have experience with both cities and economic development organizations.

D. Upcoming Meeting Schedule

Unless the Board needs to meet in August, the next scheduled Board meeting is Thursday, September 3, 2020. Bruce Norwood and Shane Williams asked for the option to meet in person. Kevin Johnson added that we can stream the video live whether in person or virtually. Anthony Richardson added that we may need a hybrid in order to maintain proper social distancing spacing.

E. Comp Plan, Downtown Master Plan, and Parks/Trails Master Plan Update

On Tuesday, August 11th, there is a joint meeting with the City Council, CDC/EDC Board, Parks Board, and Planning and Zoning Board at Rattan Elementary. A survey was sent out and a website will be finalized soon. This will be a great opportunity to meet the consultant team and provide additional input on the plans. A notice of potential quorum will be posted.

15. **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; Anna Business Park.

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 promotional 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.

Stan Carver made a motion to enter closed session. Rocio Gonzalez seconded the motion. All were in favor. Motion passed. The CDC moved into closed session at 7:23 p.m.

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

Stan Carver made a motion to reconvene into open session. Doris Pierce seconded the motion. All were in favor. Motion passed. The CDC reconvened into open session at 8:18 p.m.

Anthony Richardson made a motion to recommend the City Council approve a Chapter 380 agreement with Italian Villa for a Small Business Grant of $5,000, pending a signed lease of at least 5 years and construction contract to be executed before December 30, 2020 within the City of Anna, Texas. Shane Williams seconded the motion. All were in favor. Bruce Norwood abstained. Motion passed.

17. **Receive reports from staff or Board Members about items of community interest.**
Items of community interest include: expressions of thanks, congratulations, or condolence; information regarding holiday schedules; an honorary or salutary recognition of a public official, public employee, or other citizen (but not including a change in status of a person's public office or public employment); a reminder about an upcoming event organized or sponsored by the governing body; information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the municipality; and announcements involving an imminent threat to the public health and safety of people in the municipality that has arisen after the posting of the agenda.

Stan Carver explained that Sunview Café is opening soon and is actively hiring. The Greater Anna Chamber of Commerce is holding their annual golf tournament on August 24th. Anna residents are organizing a patriotic display at Lake Texoma this Saturday. Anna ISD is opening soon in person and virtually.

18. **Adjourn.**
Shane Williams made a motion to adjourn the meeting at 8:23 pm. Rocio Gonzalez seconded the motion. All were in favor. Motion passed.

APPROVED:

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Anthony Richardson
President of CDC/EDC

ATTESTED:

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Rocio Gonzalez
Secretary of CDC/EDC

Item No. 5
EDC Agenda
Staff Report

Meeting Date: 9.3.2020
Staff Contact: Joey Grisham

AGENDA ITEM:
Consider/Discuss/Act on approving minutes from the July 30, 2020 EDC Special Called Meeting. (EDC)

SUMMARY:

STAFF RECOMMENDATION:
Approve the July 30, 2020 meeting minutes on behalf of the CDC and EDC Boards.

ATTACHMENTS:
1. July 30, 2020 CDC and EDC Joint Special Called Meeting Minutes

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

Thursday, July 30, 2020 at 6:00 pm

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CDC and EDC Board Members Present: Anthony Richardson, Rocio Gonzalez, Michelle Hawkins, Bruce Norwood, Shane Williams, Stan Carver and Doris Pierce. **Board Members Absent:** None **Others Present:** Councilmember Lee Miller, Joey Grisham (Economic Development Director), Taylor Lough (Economic Development Manager), Clark McCoy (CDC/EDC Legal Counsel), Dana Thornhill (Finance Director) and Kevin Johnson (IT Manager).

1. **Call to Order. Roll Call and Establishment of Quorum.**
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2. **Invocation and Pledge.**
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3. **Citizen Comments.**
   There were no citizen comments.

4. **Consider/Discuss/Act on electing a President. (CDC)**

5. **Consider/Discuss/Act on electing a Vice-President. (CDC)**

6. **Consider/Discuss/Act on electing a Secretary. (CDC)**

7. **Consider/Discuss/Act on electing a President. (EDC)**

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9. **Consider/Discuss/Act on electing a Secretary. (EDC)**

   Rocio Gonzalez made a motion to elect Anthony Richardson as President on behalf of the CDC and EDC. Michelle Hawkins seconded the motion. All were in favor. Anthony Richardson abstained. Motion passed.

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10. **Consider/Discuss/Act on approving minutes from the July 2, 2020 CDC Special Called Meeting. (CDC)**

11. **Consider/Discuss/Act on approving minutes from the July 2, 2020 EDC Special Called Meeting. (EDC)**

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12. **Hold a public hearing and act on a resolution approving the Fiscal Year 2020-2021 budget and authorizing publication of the adopted budget. (CDC)**

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Stan Carver explained that Sunview Café is opening soon and is actively hiring. The Greater Anna Chamber of Commerce is holding their annual golf tournament on August 24th. Anna residents are organizing a patriotic display at Lake Texoma this Saturday. Anna ISD is opening soon in person and virtually.

18. **Adjourn.**
Shane Williams made a motion to adjourn the meeting at 8:23 pm. Rocio Gonzalez seconded the motion. All were in favor. Motion passed.

APPROVED:

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Anthony Richardson
President of CDC/EDC

ATTESTED:

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Rocio Gonzalez
Secretary of CDC/EDC

Item No. 6
CDC Agenda
Staff Report

Meeting Date: 9.3.2020
Staff Contact: Joey Grisham

AGENDA ITEM:
Consider/Discuss/Act on a resolution approving a License Agreement with GIS Web Tech.

SUMMARY:
The CDC started working with GIS Planning/Zoom Prospector two years ago to provide a platform for online real estate listings and data. Since that time, newer companies like GIS WebTech have emerged with the latest technology and offerings. Taylor and I met GIS Web Tech at the Texas Economic Development Council Annual Conference and did a demo with them a few months back. We both agreed that their services would be an enhancement over what we currently use as they utilize ESRI data and the latest workforce numbers. As you will see in their proposal, they use the highest quality data and colorful infographics. Multiple EDCs across the U.S. including Texas are clients.

STAFF RECOMMENDATION:

ATTACHMENTS:
1. Resolution
2. Contract
3. Proposal

ANNA COMMUNITY DEVELOPMENT CORPORATION

RESOLUTION NO. _________

A RESOLUTION OF THE ANNA COMMUNITY DEVELOPMENT CORPORATION APPROVING A LICENSE AGREEMENT WITH GIS WEB TECH, LLC AND AUTHORIZING THE ECONOMIC DEVELOPMENT TO ACT ON THE CORPORATION'S BEHALF IN EXECUTING THE AGREEMENT

WHEREAS, the Anna Community Development Corporation (the "CDC") wishes to expend funds with GIS Web Tech, LLC to provide an online real estate inventory and sites and buildings database, mapping, business data and demographic data.

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 and Authorization of Agreement**

The Board hereby authorizes the Economic Development Director to execute a contract attached hereto as Exhibit A with GIS Web Tech, LLC, subject to legal approval of final form, for the marketing of real estate properties in Anna and it's extra territorial jurisdiction and charge the CDC's contract services line item in an amount not to exceed $7,575.00 in the Fiscal Year 2020-21 for GIS Web Tech services.

PASSED AND APPROVED by the Anna Community Development Corporation this 3rd day of September 2020.

APPROVED:	ATTEST:
______________________________	______________________________
Anthony Richardson, CDC President	Rocio Gonzalez, CDC Secretary

Software License Agreement

This Software License Agreement ("Agreement") is entered into effective September 3, 2020 (the "Effective Date") by and between GIS WebTech LLC, ("LICENSOR"), a Georgia limited liability company, and City of Anna, Texas ("LICENSEE"). In consideration of the mutual promises and upon the terms and conditions below, the parties agree as follows:

RECITALS:

- LICENSOR is the owner of a software solution for online site selection and analysis ("Recruit");
- LICENSEE desires to obtain a license to use Recruit as a Software-as-a-Service ("SAAS") application;
- LICENSOR desires to grant LICENSEE a license to use Recruit as a SAAS application.

NOW, THEREFORE, in consideration of the mutual promises contained here (the receipt and sufficiency of which is hereby acknowledged) the Parties hereby agree as follows:

ARTICLE 1
LICENSE GRANT

1.1 Grant of License. Subject to the terms and conditions of this Agreement LICENSOR will provide LICENSEE with online access to Recruit for use as described in Schedule A attached hereto, including updates, bug fixes, or other minor enhancements or improvements that are made generally available by LICENSOR to similarly situated clients paying similar license fees (hereafter the "Services"). Subject to the terms and conditions of this Agreement, and only upon payment in full to LICENSOR, LICENSOR grants to LICENSEE a personal, nontransferable, nonsublicensable, nonexclusive limited license to use Recruit for LICENSEE'S own use, in accordance with any documentation provided by LICENSOR, to allow web site users to view and search for information about properties and related data.

1.2 License Attributes. The license for LICENSEE's use of the Services will be personal, nontransferable, nonsublicensable, nonexclusive limited license and irrevocable except as provided herein. The license authorizes LICENSEE to use Recruit for any aspect of their business in accordance with the terms of the Agreement. Any changes or additions to the Services requested by LICENSEE must be agreed in writing and signed by both parties, and LICENSEE agrees and recognizes that any such changes may require changes to agreed delivery schedules and the payment of additional fees to LICENSOR.

ARTICLE 2
PROPRIETARY RIGHTS OF LICENSOR

2.1 Restrictions on Use

LICENSEE acknowledges and agrees as follows:

(a) Although LICENSEE is permitted by LICENSOR to use Recruit according to the terms and conditions herein, LICENSOR owns and forever retains sole and exclusive right to control and direct the manner or means by which Recruit is provided and Services are performed. Nothing herein entitles LICENSEE to actual possession of any software. LICENSEE does not obtain any right to use, modify, duplicate or reverse engineer any aspect of Recruit or the Services.

(b) LICENSEE agrees that it shall not: i) modify, decompile, translate, distribute, rent, sell, lease, license, assign or otherwise transfer all or any part of Recruit or the Services (including sharing the URL providing online access to Recruit) and LICENSEE's rights to use Recruit and such Services, except for use by web site end-users as described herein, ii) reverse engineer or otherwise attempt to discover source code or underlying ideas or algorithms of Recruit or the Services, or iii) modify or create derivative works based on Recruit or the Services.

(c) Recruit will include LICENSOR's image logo and text descriptions identifying LICENSOR's ownership, copyright notice, and links to LICENSOR websites.

ARTICLE 3
LICENSEE DUTIES AND RESPONSIBILITIES

3.1 **Data and Information**. LICENSEE shall make available in a timely manner at no charge to LICENSOR all technical data, programs, files, documentation, sample output, or other information and resources reasonably required by LICENSOR for the provision of the Services to LICENSEE including but not limited to the Data described in Schedule A, Section 6. LICENSEE will be responsible for, and assumes the risk of any liabilities resulting from the content, accuracy, completeness and consistency of all such data, materials and information supplied by LICENSEE. LICENSEE shall cooperate with LICENSOR and provide such assistance as LICENSOR may reasonably request in connection with LICENSOR's efforts to obtain all consents, approvals and authorizations of and cooperation from third parties which may be necessary or required in order to use the materials or information provided by LICENSEE. LICENSEE shall bear any costs (including those above and beyond LICENSOR's quoted costs) including added time resulting from LICENSEE's failure to meet its obligations under this Agreement.

ARTICLE 4
OWNERSHIP

4.1 LICENSEE acknowledges that, as between LICENSOR and LICENSEE, all right, title and interest in the Services including the Recruit software, and any other LICENSOR materials furnished or made available hereunder, and all modifications, enhancements and improvements thereof, including all rights under copyright and patent and other intellectual property rights, belong to and are forever retained solely by LICENSOR, or LICENSOR's licensors and providers, if any. There are no implied rights.

ARTICLE 5
FEES, EXPENSES, AND TAXES

5.1 **Fees**. LICENSEE shall pay LICENSOR the fees listed in Schedule B according to the following schedule:

- One hundred percent (100%) of the Recruit Professional Version Annual License Fee, plus one hundred percent (100%) of the Implementation Fee, plus one hundred percent (100%) of the Workforce Data Fee shall be due and payable at the Effective Date;
- One hundred percent (100%) of the Recruit Professional Version Annual License Fee, plus one hundred percent (100%) of the Workforce Data Fee shall be paid thirty (30) days prior to each anniversary of the Effective Date.

Effective only after the third anniversary of the Effective Date, the Recruit Professional Version Annual License Fee and Workforce Data Fee may be changed by LICENSOR with 30 days advanced, written notice. Prior to the third anniversary of the Effective Date, the Workforce Data Fee may be changed by LICENSOR only if the fee(s) charged for the data by LICENSOR'S data provider are increased. LICENSOR may cease provision of Services at any time if payment is not timely made. In addition, LICENSEE shall pay LICENSOR one and one-half percent (1.5%) interest per month on the outstanding balance of any fees or approved expenses not paid within thirty (30) days of the due date, provided LICENSOR is not in breach of this Agreement.

5.2 **Expenses**. Provided LICENSOR has obtained prior written approval from LICENSEE, LICENSEE shall reimburse LICENSOR for all reasonable out-of-pocket expenses actually incurred by LICENSOR in performance of the Services.

5.3 **Taxes**. If LICENSEE is not a tax-exempt entity, LICENSEE shall pay or reimburse any and all federal, state, dominion, provincial or local sales, use, personal property, excise, or other taxes, fees or duties arising from or related to this Agreement (other than taxes based on LICENSOR's net income).

ARTICLE 6
ADDITIONAL SERVICES

6.1 In the event that LICENSEE desires LICENSOR to provide additional consulting or other services beyond the scope of the Services, then the parties shall mutually agree upon a Statement of Work describing the scope of such consulting or other services, which document shall be appended to this Agreement and made a part hereof. Any additional fees for such consulting or other services will be billed on a time and materials basis in accordance with the rates set forth in Section 4 of Schedule A unless different fees are mutually agreed in the applicable Statement of Work.

ARTICLE 7
CONFIDENTIALITY

7.1 Each party agrees to keep confidential and not disclose or use except in performance of its obligations under this Agreement, confidential or proprietary information related to the other party's technology or business, including, but not limited to: information relating to products or technology or the properties, composition, structure, use or processing thereof, computer programs, code, algorithms, schematics, data, know-how, processes, ideas, inventions, and other technical, business, financial, and product development plans, forecasts, strategies and information (all of the foregoing, "Confidential Information"). Each party shall use reasonable precautions to protect the other's Confidential Information. Confidential Information shall not include information that (a) is in or enters the public domain including in reasonably available public or government databases through no improper action or inaction by either Party; (b) was rightfully in the Receiving Party's possession or known by it prior to receipt from the Disclosing Party; (c) was rightfully disclosed to the Receiving Party by another person without restriction; or (d) was independently developed by the Receiving Party by persons without access to such information and without use of any Confidential Information of the Disclosing Party. Each party may disclose Confidential Information that is required to be disclosed by a court or other adjudicative body or other lawful authority acting under the Texas Public Information Act, including the Office of the Attorney General of the State of Texas, provided that reasonable measures are taken to minimize disclosure and guard against further disclosure, and also provided that the party gives the other party prior written notice of the proposed disclosure to allow the other party to seek protection for the Confidential Information. This obligation to keep confidential all Confidential Information shall survive this Agreement and remain for a period of two years after its termination.

ARTICLE 8
WARRANTIES

8.1 LICENSOR will use commercially reasonable efforts to provide the Services in a professional and workmanlike manner. LICENSOR MAKES, AND LICENSEE RECEIVES, NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, ARISING IN ANY WAY OUT OF, RELATED TO, OR UNDER THIS AGREEMENT OR THE PROVISION OF MATERIALS OR SERVICES THEREUNDER, AND LICENSOR SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. LICENSOR DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRRUPTED OR ERROR FREE.

ARTICLE 9
LIMITATION OF LIABILITY

9.1 LICENSEE AGREES THAT LICENSOR'S AGGREGATE LIABILITY UNDER THIS AGREEMENT IS LIMITED TO THE ACTUAL AMOUNT PAID BY LICENSEE FOR THE SERVICES. IN NO EVENT SHALL LICENSOR HAVE ANY LIABILITY FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF DATA OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING IN ANY WAY OUT OF THIS AGREEMENT UNDER ANY CAUSE OF ACTION.

ARTICLE 10
TERMINATION

10.1 This Agreement will take effect on the Effective Date and will remain in effect, unless earlier terminated in accordance herein, until the third anniversary of the Effective Date. At the end of such term, and each subsequent anniversary of the Effective Date, this Agreement shall renew automatically for additional one (1) year terms unless either party provides written notice of termination to the other at least sixty (60) days before the end of the then current term. Notwithstanding the foregoing, LICENSOR may immediately terminate this Agreement if LICENSOR determines that LICENSEE has failed to comply with any of the terms and conditions of this Agreement, or may terminate for convenience provided that LICENSOR offers LICENSEE a pro-rata reimbursement for the time period that the Services are not provided due to such termination for convenience. This Agreement may be terminated by either party if the other party (i) fails to pay any amount due under this Agreement within ten (10) days after written notice of such nonpayment, or (ii) commits a material breach of this Agreement, which breach, if capable of being cured, is not cured within thirty (30) days of written notice of termination. Termination by any means will not affect the provisions of this Agreement relating to the payment of amounts due, or the provisions of Sections 4, 7, 8, 9, 12 and 14 of this Agreement, all of which will survive termination of this Agreement, regardless of the reason for termination. Upon termination, all licenses and rights to the Services that are granted hereunder shall terminate, and LICENSEE shall immediately return to LICENSOR, LICENSOR proprietary and confidential information, and documentation regarding use of the Services, if any, along with a signed, written statement certifying that LICENSEE has returned to LICENSOR, and is no longer in possession of the foregoing items.

ARTICLE 11
GOVERNMENT USE

11.1 If LICENSEE is a unit or agency of any government, or licensing use of the Services by payment with government funds, the Services are provided subject to LICENSOR's standard commercial terms, set forth in this Agreement.

ARTICLE 12
REFERENCE

12.1 LICENSEE agrees that, during the term of this Agreement, LICENSOR may identify LICENSEE as a customer and use its logo on its brochures, websites, and other marketing materials, and may describe the Services provided by LICENSOR to LICENSEE and include imagery and video examples of the Services in its marketing materials.

ARTICLE 13
INDEPENDENT CONTRACTOR

13.1 Each party will be and act as an independent contractor and not as an agent or partner of, or joint venture with, the other party for any purpose related to this Agreement or the transactions contemplated by this Agreement, and neither party by virtue of this Agreement will have any right, power or authority to act or create any obligation, expressed or implied, on behalf of the other party.

ARTICLE 14
GENERAL

14.1 **Assignment.** This Agreement is not assignable or transferable by LICENSEE without the prior written approval of LICENSOR, and any such attempted assignment or transfer shall be void and without effect.

14.2 **Attorney Fees**. In any action to enforce this Agreement the prevailing party will be entitled to costs and attorneys' fees.

14.3 **Waiver**. The waiver by either party of a breach of this Agreement or any right hereunder shall not constitute a waiver of any subsequent breach of this Agreement; nor shall any delay by either party to exercise any right under this Agreement operate as a waiver of any such right. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

14.4 **Governing Law**. This Agreement and any disputes hereunder shall be governed by the laws of the State of Texas.

ARTICLE 15
ENTIRE AGREEMENT

15.1 This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof, and merges and supersedes all prior agreements, discussions, express or implied, concerning such matters. Any modifications of this Agreement must be in writing and signed by both parties hereto. The Agreement shall take precedence over any additional conflicting terms which may be contained in LICENSEE's purchase order or other acknowledgement forms.

IN WITNESS THEREOF, each of the Parties hereto has caused this Agreement to be executed by its duly authorized representative on the data first set forth above.

GIS WebTech LLC	**LICENSEE**
Signature:____________________	Signature:____________________
Name: Ronald P. Bertasi	Name:____________________
Title: CEO	Title:____________________
Date:____________________	Date:____________________

SCHEDULE A
Statement of Work

1.0 SERVICES DESCRIPTION

The Services shall be the provision of software functionality on an online basis via the Internet. The functionality of the Services will include the following:

1.1 Basemaps

- Available basemaps will be those provided by Esri, as Esri may change from time to time, currently including: Imagery; Imagery with Labels; Streets; Topographic; Dark Gray Canvas; Light Gray Canvas; National Geographic; Oceans; Terrain with Labels; Open Street Map; USA Topo Maps; USGS National Maps.

1.2 Search and Reporting

- Property Search and Reporting
  - Site users will be able to search for available commercial property based on user-defined information such as minimum and maximum size and type of use.
  - Site users will be able to generate property reports for available properties.
  - LICENSEE is responsible for providing property data for display in the software, through (1) provision of electronic property data to LICENSOR, or (2) direct entry of property data by LICENSEE, or (3) direct entry by third parties provided access by LICENSEE as described further in section 1.5(a) below.
- Community Search and Reporting
  - Site users will be able to search, view and generate reports for communities within the project geography.
- Custom Reporting
  - Site users will be able to generate Esri reports by dropping a pin, creating a ring, drive time, trucking time, or walking time.

1.3 Layers

- Thematic Maps
  - The data reports and variables made available by Esri via their GeoEnrichment API will be made fully available for thematic mapping in Recruit
- Community Layers
  - LICENSEE, or LICENSOR acting on behalf of LICENSEE, will be able to add layers to Recruit from any layers in LICENSEE's ArcGIS Online account or the account of a third-party providing authorization.

1.4 Sharing

Site users can perform the following sharing functions:

- Export data into MS Excel, Adobe PDF
- Export links to copy into an ArcGIS online account
- Share a property on social media sites, such as, Facebook, Twitter, LinkedIn

1.5 Administrative Tool Features

1.5 (a) Property Management for External Users

This is an area within the Administrative area where real estate professionals (like brokers or property owners) or other individuals may add an available property, delete a property that has been leased or purchased, and modify information for a property. To help avoid conflicts between brokers, Recruit will provide functionality to allow LICENSEE to offer individual security logins and passwords so that only the individual who added the property, and who has the appropriate login and password, should be able to view or delete the property. As provided, Recruit will also check for the ID of the broker before deleting information. A login and a password will also be required in order to add or delete a property. A user-friendly web site or interface will be used to make adding, deleting or modifying a property relatively easy for the broker.

Both the Broker's login database and Property Listing database will be maintained on a server running the Recruit software.

Brokers can also add photo images and/or document attachments that will appear on the property report. A file size limit of 1 MB will be required for each file.

Properties that cannot be geocoded to ArcGIS Online will be excluded from the database of properties.

LICENSEE understands and agrees that, with the sole exception of the individual security logins and passwords described above, only users in LICENSEE'S organization are authorized to log in and/or utilize any portion of the Administrative area of Recruit. In no case shall any third party be authorized to log in to LICENSEE's installation of Recruit and utilize the Administrative functions of Recruit.

1.5 (b) Layer Control

- LICENSEE, or LICENSOR acting on behalf of LICENSEE, will be able to add layers to Recruit from any layers in LICENSEE's ArcGIS Online account or the account of a third-party providing authorization.

1.5 (c) <u>Permission Privilege</u>

- LICENSEE is enabled to provide secured user-specific access (via unique username and password) to external users to non-public community layers.

1.6 Available Esri Reports

Users will be able to produce reports offered by Esri, as Esri may change from time to time, currently including the list below:

- **2010 Census Profile**
- **ACS Housing Summary**
- **ACS Population Summary**
- **Age 50+ Profile**
- **Age by Sex by Race Profile**
- **Age by Sex Profile**
- **Automotive Aftermarket Expenditures**
- **Business Summary**
  <u>Note</u>: This is an Esri report, not to be confused with the optional business tab for searching and querying business listing data.
- **Community Profile**
- **Custom Map Landscape**

- **Custom Map Portrait**
- **Demographic and Income Comparison Profile**
- **Demographic and Income Profile**
- **Detailed Age Profile**
- **Disposable Income Profile**
- **Dominant Tapestry Map**
- **Electronics and Internet Market Potential**
- **Executive Summary**
- **Finances Market Potential**
- **Financial Expenditures**
- **Graphic Profile**
- **Health and Beauty Market Potential**
- **House and Home Expenditures**
- **Household Budget Expenditures**
- **Household Income Profile**
- **Housing Profile**
- **Landscape Summary Report**
- **Major Shopping Center Map**
- **Market Profile**
- **Medical Expenditures**
- **Net Worth Profile**
- **Pets and Products Market Potential**
- **Recreation Expenditures**
- **Restaurant Market Potential**
- **Retail Goods and Services Expenditures**
- **Retail Market Potential**
- **Retail MarketPlace Profile**
- **Site Details Map**
- **Site Map on Satellite Imagery - 0.4 Miles Wide**
- **Site Map on Satellite Imagery - 0.8 Miles Wide**
- **Site Map on Satellite Imagery - 1.6 Miles Wide**
- **Site Map Report**
- **Sports and Leisure Market Potential**
- **Tapestry Segmentation Area Profile**
- **Traffic Map**
- **Traffic Map - Close Up**

1.7 **Workforce Data**

- Workforce data is incorporated into Recruit from workforce data supplier(s) subject to the terms of marketing alliance(s) maintained by LICENSOR with those supplier(s). LICENSOR reserves the right to switch workforce data providers at any time.

2.0 SERVICE

2.1 **Delivery and Installation**. LICENSOR will make the Services available to LICENSEE as a SAAS solution in accordance with a mutually agreed project schedule.

2.2 **Maintenance**. LICENSEE agrees and understands that routine maintenance by LICENSOR's internet service provider or hosting facilities may cause temporary downtime, and that loss of connectivity by LICENSEE and its users to the hosted services due to reasons which are beyond LICENSOR's reasonable control may occur from time to time, and agrees that the LICENSOR shall not be responsible for such loss of connectivity. LICENSEE recognizes and agrees that users should have access to high-speed internet connections for best performance.

2.3 **Hosting**. LICENSEE has engaged LICENSOR to implement and provide the Services as a LICENSEE of a SAAS solution through an online web-hosted portal. As context dictates, Services will also refer to any proprietary or third-party software or infrastructure used by the LICENSOR to provide such Services. LICENSOR will provide a suitable hosting environment for the Services.

2.3(a). **Uptime Commitment**. After implementation of the site is completed, LICENSEE and end users will be able to access and use the Services twenty-four hours a day, seven days a week. The Services will be fully functional in accordance with the Agreement. LICENSOR will use commercially reasonable efforts to make the Services available at least ninety-seven percent (97%) of the time during each calendar month of the term, excluding: (a) scheduled maintenance, emergency maintenance, and scheduled updates (which, when possible will be identified in advance to LICENSEE in writing and scheduled during off hours); (b) access or use problems related to the failure of the LICENSEE's site or solution; (c) access or use problems associated with LICENSEE's failure to use the Services within the operational directions, specifications, and requirements established by LICENSOR; (d) access or use problems caused by software, patches, updates, or upgrades installed by LICENSEE on its site; (e) access or use problems caused by LICENSEE's users, representatives, or employees; (f) access or use problems caused by LICENSEE's personal device or internet service provider (subsections (b) through (f) above being referred to as "Excused Delays".

2.4 **Help and Training**. LICENSOR will provide help and training to enable LICENSEE to properly test and use the Services. Training is approximately 4.0 hours and will be delivered via webcast.

2.5 **Support**. Support means LICENSOR will (i) correct deficiencies, and (ii) be accessible by telephone during normal business of LICENSEE on regular business days to answer questions about the Services.

3.0 IMPLEMENTATION SCHEDULE

The implementation schedule will be mutually agreed between the parties.

4.0 FEES FOR ADDITIONAL SERVICES

Time and material rates are established as follows:

- Staff: $150.00 / Hour
- Senior Staff (CEO, COO, CTO): $250.00 / Hour
- Travel related expenses and other out-of-pocket expenses: passed through to LICENSEE for reimbursement at cost with no mark up

5.0 GEOGRAPHIC SCOPE

The geographic scope of the Services provided to LICENSEE will be the City of Anna, Texas and its extraterritorial jurisdiction unless mutually agreed otherwise.

6.0 LICENSEE REQUIREMENTS

Provided is a list of requirements to be furnished by the LICENSEE to LICENSOR at the start of the project. Failure by LICENSEE to provide this data or information shall not affect or delay payment of any fees due to LICENSOR under Article 5 of this Agreement nor relieve LICENSEE of any other obligations under this agreement.

Introduction to, access to, and support in discussions with key stakeholders, to include:

- Internal stakeholders (e.g. IT team, GIS, Marketing, etc.)
- External partners including Esri, 3rd party data providers, website developers, and others whose cooperation is required to deliver the Services

Data

- Property listing data (required format to be supplied by GIS WebTech)

Images

- Organization logo, photos use for the user interface

<u>SCHEDULE B</u>
<u>Fees</u>

1. Recruit Solution & Data Licensing	***Recurring Basis***	***Fee***
Recruit Professional Version Annual License Fee	Annual	$5,000 /yr
Workforce Data License Fee	Annual	$625 /yr
Complete Esri Demographic and Economic Data Set	Annual	Included
Hosting	Annual	Included
2. Configuration, Implementation & Training		
Implementation Fee	One-time	$1,950
Training	Unlimited	Included
3. Recruit Technical Support		
Technical Support	Annual	Included

Economic Development Solution Proposal for

THE CITY OF Anna EDC

GIS WebTech

April 6, 2020

Table of Contents

Pricing in this proposal is valid for sixty (60) days unless otherwise extended in writing by GIS WebTech LLC.

Introduction

Thanks for considering GIS WebTech!

Our all-new ***Recruit 4.5*** solution is specifically designed to help attract new businesses and retain and expand existing businesses.

Recruit 4.5 provides your organization the best tools for winning in the competitive world of economic development.

1. ***Best Technology***
2. ***Best Data***
3. ***Best User Experience***
4. ***Best Value***

Record Results

75% of our customers achieve record performance in the year after they implement GIS WebTech's solution, as measured by capital investment and/or job creation.

The following pages provide a specific example of Recruit 4.5's advantages in each of these four areas.

Please feel free to contact either of us with questions. We look forward to serving your technology and data needs!

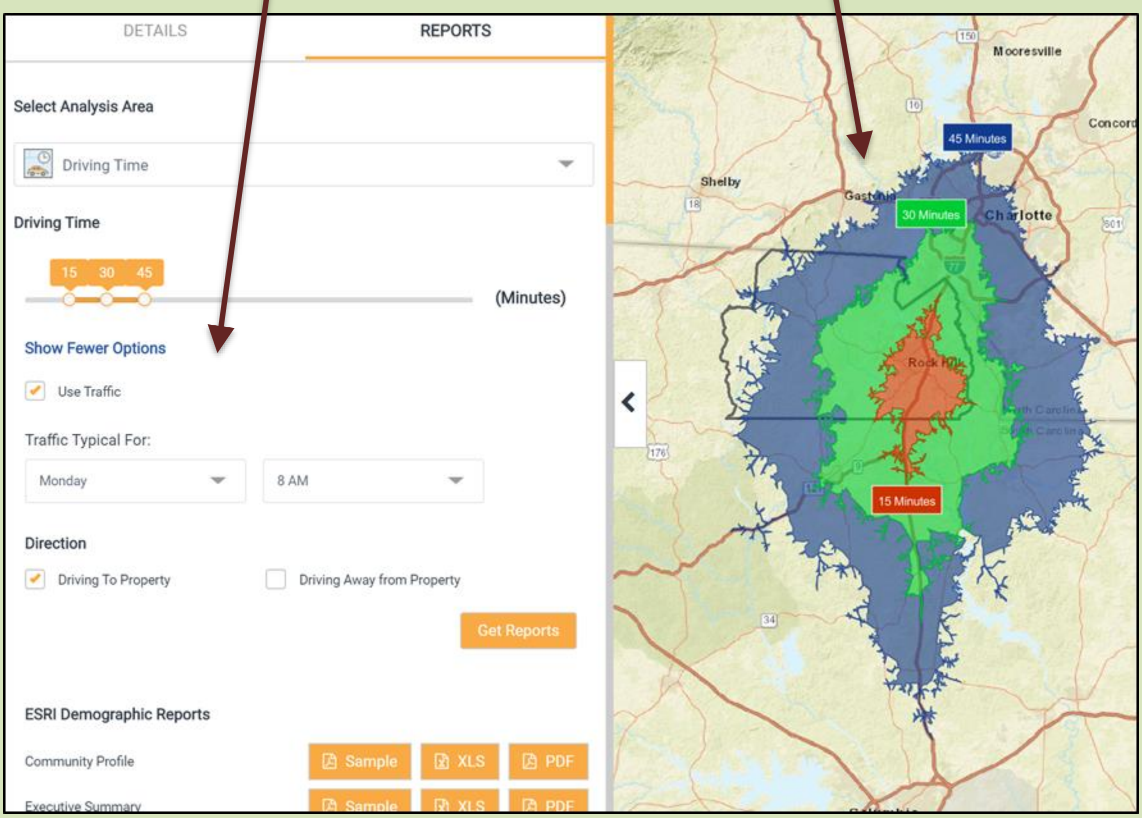
Courtney Bridger
Director of Business Development
courtney@giswebtech.com
714.418.8559

Ron Bertasi
Chief Executive Officer
ron@giswebtech.com
404.535.1261

Example of Best Technology: Drive Time Analysis

*Legacy technologies offer only average drive times with no consideration of traffic, which is simply unrealistic in today's world. **Recruit** solves this problem!*

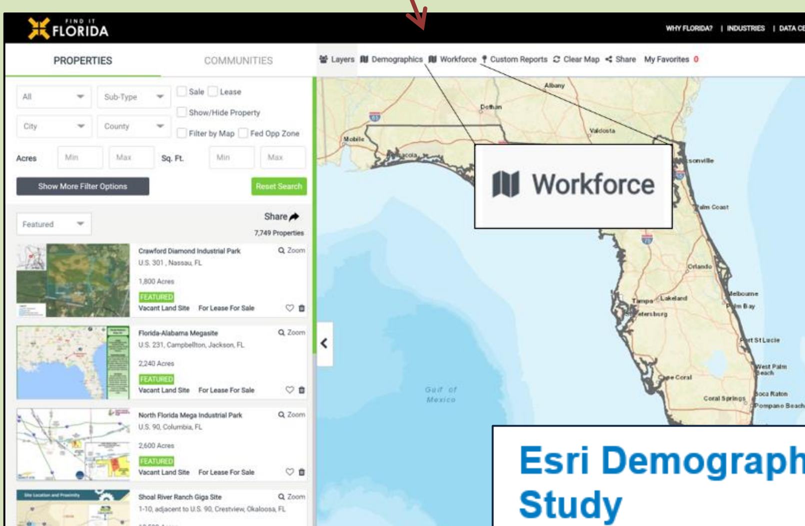
- *Only **Recruit** allows the user to select the day of the week, time of day and direction of travel…*
- *…resulting in more rigorous analysis and higher quality data.*

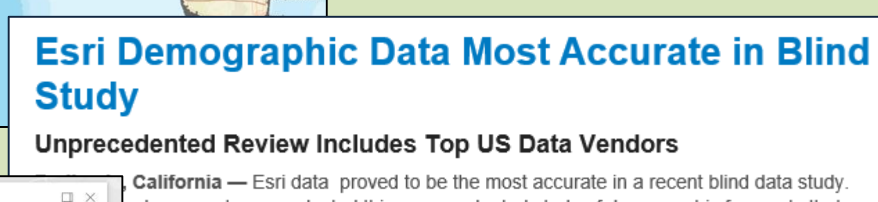


Example of Best Data: Workforce and Demographic Data

*Recruit makes it simple to find the data businesses are looking for. **Only Recruit provides access to workforce data directly from the landing page**.*

*Legacy technologies source from cheaper data providers you've probably never heard of. **Only Recruit 4.5 provides real-time access to the entire Esri data set**, the data most requested by businesses.*

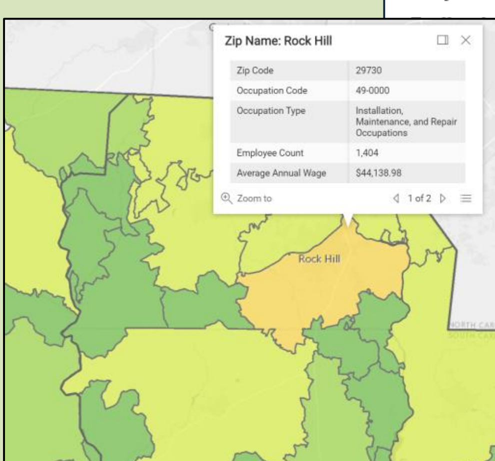




Esri Demographic Data Most Accurate in Blind Study

Unprecedented Review Includes Top US Data Vendors

, California — Esri data proved to be the most accurate in a recent blind data study.



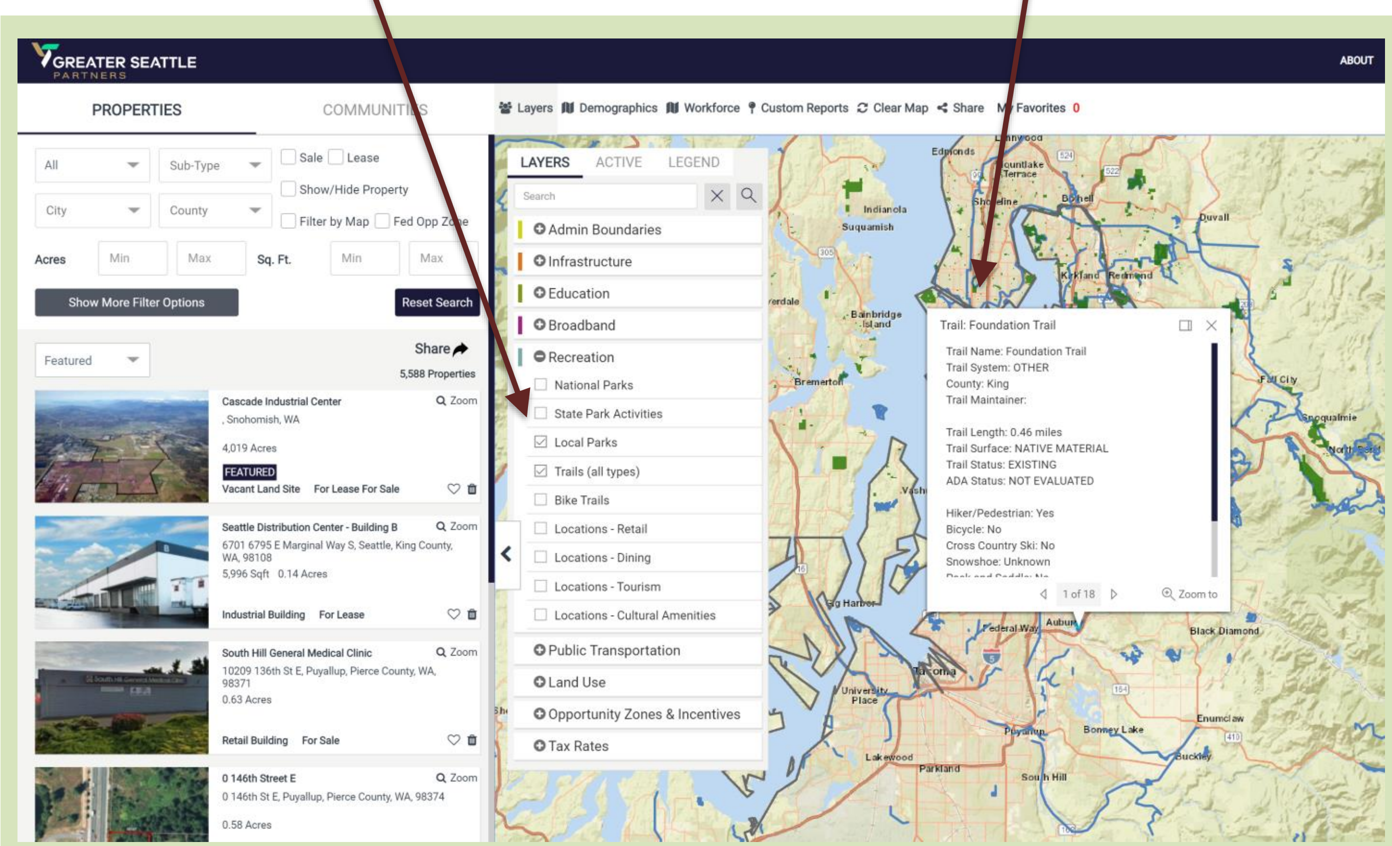
*Users can map the variables that interest them, such as an occupational code category, then click on the polygon for the **exact count and average wage** of workers in that category*

2. Example of Best Data:
Workforce Attraction & Quality of Life

*Unlike legacy technologies, GIS WebTech automates the process of integrating data directly through the Esri platform. No more emailing shapefiles around! Integrate your local information into your installation and **showcase your community's strengths**!*

Incorporate sewer, water, zoning, parks, trails, neighborhoods, retail, tourism sites and more – any local data that helps tell your community's unique story.

And the Esri platform makes these layers fully interactive…simply click to get underlying information!



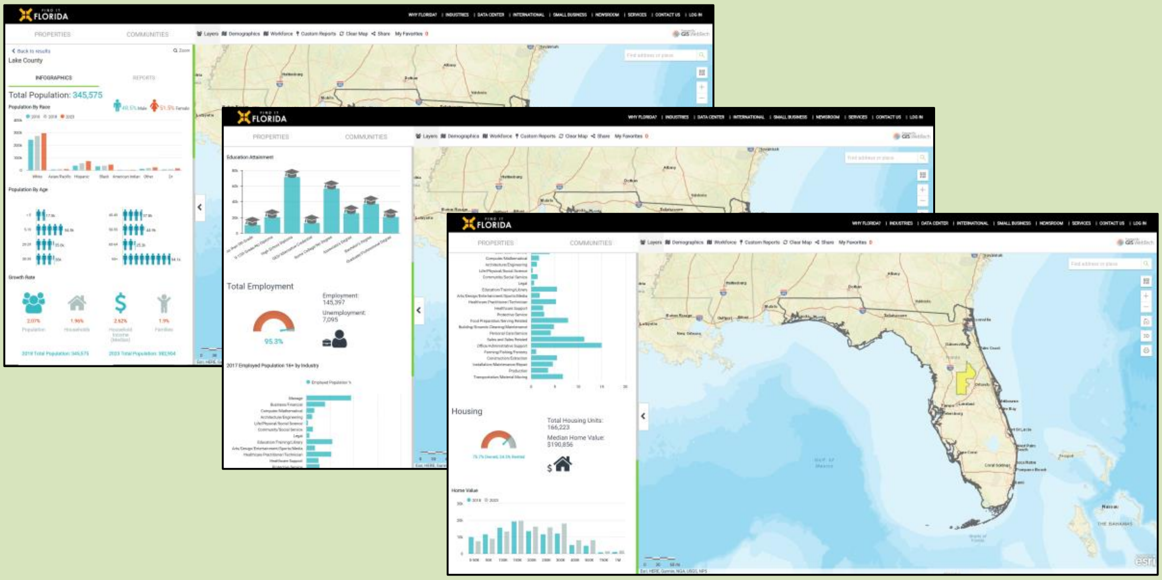
3. Example of Best User Experience: Intuitive Design and Infographics

- *Designed with intensive input from site selectors and businesses*
- *Intuitive, simple, efficient*
- *No user manual required!*

Read our blog on the importance of user experience at www.giswebtech.com

> **Key Takeaway**: *To compete and win, EDOs must provide an online GIS app with a simple, intuitive and efficient user experience. If businesses or site selectors become frustrated with a poorly designed app or cannot find critical data quickly and easily, they move on. The EDO risks elimination at this early stage, before it is even aware that it is under consideration. For this reason, bad user experience is "The Silent Killer."*

Example: Intuitive, Colorful Infographics



3. Example of Best User Experience: Configurable Brochures

AVAILABLE WAREHOUSE BUILDING
1960 LANGSTON STREET

1960 Langston Street, Rock Hill, York County, South Carolina, 29730

Description

Industrial warehouse that was built in 1968 and renovated in 1988. It has 2,000 SF of showroom/office space.

Sale / Lease

For Sale: No
For Lease: Yes
Pricing Information: For Lease, Price: $3.75 per sqft
Lease Price: $ 3.75
Sales Price:

Availability Details

Latitude: 34.949136
Longitude: -80.990450
Tax Map ID: 6660000013
Municipality: Unincorporated
Industrial Park: Rock Hill Industrial Park
Total SqFt: 150,000 sq. ft.
Total Surface (sq ft): 150,000 sq. ft.
Min. Available (sqft):
Available Office Space (sqft): 2,000
Build to Suit: No
Surrounding Land Use – North: Light Industrial
Surrounding Land Use – South: Light Industrial
Surrounding Land Use - East: Light Industrial
Surrounding Land Use - West: Light Industrial

Zoning

Zoning: Industrial (ID)

Building Details

Condition: Excellent
Dimensions: Rectangular
Tenancy: Single Tenant
Divisible: No
Site Size: 8.2 Acre(s)
Rectangular Depth: 189 ft.
Rectangular Width: 800 ft.
Expandable: Yes
Expansion (sqft): Not Expandable
Year Built: 1968
Prior Use: Distribution/Warehouse
Clear Height Range: 16'0 - 22'0" ft.
Air Conditioned Area: Office Only
Heated Area: Office Only
Floor Thickness:
Walls: Metal
Parking Spaces: 25
Trailer Spaces: 30
Dock Doors: 11
Drive In Doors: 0
Column Spacing (ft): Typical Width x Depth ft.
Fire Protection Coverage: 0
Fire Protection: Wet

For more information, please contact:

York County Economic Development
Name: Jason Flora
Title: Project Manager
Phone: 803-802-4300
Email: Jason.Flora@yorkcountygov.com
www.yorkcountyed.com

YORK COUNTY
ECONOMIC DEVELOPMENT
SOUTH CAROLINA

- *Users always get a professional-quality property brochure designed to your specifications…*
- *…so you decide on data, layout, imagery, number of pages, etc.*
- *And brochures are always created on demand by real-time access to the property database. No need to update static pdf flyers!*

4. Example of Best Value: Great Service *and* Great Technology

- *We believe service is just as important as technology, and we pride ourselves on working closely with our customers to help them achieve their goals*
- *How satisfied are our clients? Our retention rate is over 99%, the highest in the industry*
- *Not only that, but **our customers are our best sales people** – many of our clients have come from customer referrals*
- *Want to find out for yourself how our customers view our service as well as our technology? Just let us know. We would be happy to provide references*

Fee Structure

Simple and Competitive Fees

1. Solution & Data Licensing	***Recurring Basis***	***Fee***
Recruit 4.5 Professional Version	Annual	$5,000 /yr
Workforce Data -- Your Choice of: EMSI Workforce Data *or* Chmura Workforce Data	Annual	$625 / yr (Emsi) *or* $0 / yr (Chmura)
Complete Esri Demographic and Economic Data Set	Annual	Included
Hosting	Annual	Included

2. Set-Up

Configuration and Implementation	One-time	$1,950
Training	One-time	Included

3. Technical Support

Technical Support	Annual	Included

Proposal Assumptions and Notes

- *Pricing assumes a three-year contract and is valid for 60 days from the date of this proposal unless extended in writing by GIS WebTech*
- *Please contact us with any questions*

We look forward to serving as your technology partner!

Item No. 7
CDC Agenda
Staff Report

Meeting Date: 9.3.2020
Staff Contact: Joey Grisham

AGENDA ITEM:

Consider/Discuss/Act on a resolution approving an Annual Agreement with the Greater Anna Chamber of Commerce for Fiscal Year 2021.

SUMMARY:

As you are aware, the CDC has had a longstanding partnership with the Greater Anna Chamber of Commerce for many years. In the past, the CDC has provided $42,000 in funding for several events including the 4th of July Fireworks, Harvest Fest, Christmas Parade, Golf Tournament, and Annual Banquet. For the past few years, the City, CDC, and Chamber have discussed updating the agreement, especially given that COVID has altered events for the foreseeable future. The proposed FY 2021 agreement is structured as more of a professional services agreement rather than just sponsorships for events. The Chamber will undertake business retention visits with existing businesses and coordinate the Anna Day in Austin next year, among other things. The CDC will provide $30,000, payable in four quarterly payments. This also includes an annual membership with the Chamber, sponsoring the Annual Golf Tournament, and being a $2,000 sponsor at the Annual Chamber Banquet. Both the Chairman and President of the Chamber like the structure of the agreement and believe it better for both parties.

STAFF RECOMMENDATION:

ATTACHMENTS:

1. Resolution
2. Proposed Agreement

ANNA COMMUNITY DEVELOPMENT CORPORATION

RESOLUTION NO. _________

A RESOLUTION OF THE ANNA COMMUNITY DEVELOPMENT CORPORATION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH THE GREATER ANNA CHAMBER OF COMMERCE FOR FISCAL YEAR 2020-2021.

WHEREAS, the purpose of the Anna Community Development Corporation (the "CDC") is to identify and fund projects that enhance the quality of life in Anna and support opportunities that expand the city's business tax base and promote job growth in Anna; and

WHEREAS, the mission of the Greater Anna Chamber of Commerce (the "Chamber") is to advocate and represent business' interests and issues affecting the community; and

WHEREAS, the CDC desires to retain the Chamber, on an independent contractor basis, to provide professional services related to advocacy and economic development.

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 Agreement

The Board hereby authorizes the CDC President to execute an agreement with the Greater Anna Chamber of Commerce attached hereto as EXHIBIT A.

Section 3. Approval of Funding

The Board hereby authorizes the Economic Development Director to charge the CDC's contract services account in accordance with the services outlined in EXHIBIT A.

PASSED AND APPROVED by the Anna Community Development Corporation this 3rd day of September 2020.

APPROVED:	ATTEST:
______________________________	______________________________
Anthony Richardson	Rocio Gonzalez
CDC President	CDC Secretary

PROFESSIONAL SERVICES AGREEMENT FOR 2020-2021

This Professional Services ("Agreement") is made and entered into as of the ____ day of___________, 2020 by and between the Anna Community Development Corporation ("CDC") with its principal place of business at ____________________________ and Greater Anna Chamber of Commerce ("GACC") with its principal place of business at ____________________________.

WITNESSETH:

WHEREAS, the CDC has examined and determined that it is in the best interest of the CDC to partner with various organizations that promote public purposes and benefit the public within the City of Anna; and

WHEREAS, the CDC and GACC desire to enter into this Agreement to set forth the terms and conditions regarding the GACC's use of the public funds.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth, the benefits flowing to each of the parties hereto, and other good and valuable consideration, the CDC and the GACC do hereby agree as follows:

I. TERM

The term of this Agreement shall be for a period of one year from the 1st day of October 2020, through the 30th day of September 2021.

The Program, hereinafter defined, must be completed annually to the satisfaction of the CDC, evidenced by compliance with the reporting section contained herein, and an affirmative consensus from the CDC Board.

II. PROGRAM

The GACC shall complete the following program(s) with the assistance of funding received by the CDC (collectively, the "Program") annually:

1. *Economic Development* – The GACC will provide to the CDC the following economic development services:

   (a) Develop a business retention and expansion program and visit at least 20 City of Anna businesses per quarter. The CDC will work with the GACC to comprise a list of businesses to visit. GACC will provide information to local businesses related to finance, real estate options, workforce development programs, and local incentives available. GACC will also maintain a database of visits, information obtained, etc. and share monthly with the Economic Development team.

   (b) Host at least one annual business appreciation event to recognize Anna businesses and their contributions to the community.

   (c) Develop and deploy an annual business climate survey of Anna businesses, including those that are not GACC members. GACC will work with the CDC to compile a list of survey questions.

(d) Provide a link to the Anna Economic Development website from the GACC website.

(e) Maintain an accurate annual list of top 10 largest employers in Anna.

2. *Legislative Activities* – The GACC will provide the following legislative activities:

(a) Host a non-partisan, City Council candidate forum prior to each contested City Council election;

(b) Organize an "Anna Day" in Austin for attendees to meet with the Anna legislative delegation in the spring of 2021.

(c) Plan and organize an event to recap the 87th State of Texas Legislative Session during the 2021 calendar year.

III. ADDITIONAL PROVISIONS

The GACC agrees to the following:

(a) Provide the CDC with an *Invest Trailblazer* (highest level) Membership.

(b) Provide the CDC with presenting sponsorship of the Greater Anna Chamber of Commerce Golf Tournament.

(c) Provide four (4) tables at the Greater Anna Chamber of Commerce Banquet

(d) Provide one ex-officio Board of Directors seat for the CDC.

(e) Additional or amended services to be performed by GACC may be requested by the CDC in writing. The GACC shall be paid based on an hourly basis at a rate to be determined in advance and agreed to in writing by the CDC. Payments for additional services shall be due and payable within 30 days of invoicing by the GACC.

IV. REPORTING

The GACC shall provide an annual report and presentation to the CDC Board discussing the items within this agreement. The annual report will include business climate survey results, actual and projected inquiries, site visits, referrals, etc. The GACC shall keep accurate records as well as deliverables and metrics specified herein, which shall be subject to inspection and audit by the CDC at all reasonable times.

V. FUNDING

In consideration for completion of the annual Program and Additional Provisions as described herein, the CDC shall pay to the GACC the sum of Thirty Thousand and No/100 Dollars ($30,000.00)

("Funding") annually, subject to budget appropriations, as follows: Quarterly payments of twenty-five percent of the annual allotment as invoiced by the GACC and payable upon receipt by the CDC. Payment is made contingent upon the GACC not then being in default of this Agreement. Funding is subject to and contingent on future budgetary appropriations and may be terminated by the CDC in the event of a non-appropriation. Below is a breakdown of the $30,000:

a. Business Retention/Legislative Program $25,000.
b. Golf Tournament—Since the 2020 Tournament was postponed, the $3,000 payment made by the CDC in 2020 will be applied to the 2021 May Tournament.
c. *Invest Trailblazer* Membership--$3,000.
d. Four (4) tables at Greater Anna Chamber of Commerce Banquet--$2,000.

VI. TERMINATION

This Agreement may be canceled and terminated by either party at any time and for any reason or no reason upon giving at least thirty (30) days' written notice of such cancellation and termination to the other party hereto. Such notice shall be sent certified mail, return receipt requested, to the other party at the other party's principal place of business asfirst stated above or a different address subsequently supplied in writing.

VII. DEFAULT

Failure of GACC to perform under this Agreement as determined by the CDC results in the termination of the Agreement by the CDC.

VIII. INDEPENDENT STATUS

GACC shall provide the office space, equipment, and support staff necessary for its operations and services and to meet its obligations under this Agreement. GACC shall not be considered employees or agents of the CDC or City of Anna. GACC shall be responsible for the processing of all benefits or payment liabilities of such employees or agents. Nothing in this Agreement establishes a joint venture.

XI. NO WAIVER OF IMMUNITY

Nothing in this Agreement waives any governmental immunity available to the CDC under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

X. ENTIRE AGREEMENT

This Agreement represents the entire and integrated Agreement between CDC and GACC and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

XI. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Texas as to interpretation and performance. Any and all legal action necessary to enforce this Agreement or resolved a dispute hereunder shall be brought in a court of competent jurisdiction in Collin County, Texas.

XII. SEVERABILITY

The provisions of this Agreement are severable. In the event that any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement shall be found to be contrary to the law, or contrary to any rule or regulation having the force and effect of the law, such provisions shall not affect the remaining portions of this Agreement.

XIII. CONTRACT INTERPRETATION

This Agreement is the result of negotiation between the parties, and shall, in the event of any dispute over the meaning or application of any portion thereof, be interpreted fairly and reasonably, and not to be more strictly construed against one party than another, regardless of which party originally drafted the section in dispute.

XIV. FORCE MAJEURE

If a party is prevented or delayed from performing any of its obligations hereunder due to a natural or manmade event or condition not caused by such party and beyond such party's reasonable control, then such party's performance of those obligations shall be suspended until such time as the event or condition no longer prevents or delays performance.

XV. ASSIGNMENT

It is understood and agreed that GACC shall not assign, sublet, or transfer any of the rights and duties under the terms of this Agreement without the prior written approval of the CDC.

XVI. EFFECTIVE DATE

This Agreement shall be effective upon the date first stated herein, and performance of such Agreement shall begin as soon thereafter as practicable.

IN WITNESS WHEREOF, CDC and GACC have executed this Agreement.

ANNA CDC	**GREATER ANNA CHAMBER OF COMMERCE**
By:______________________________	By:______________________________
Anthony Richardson, CDC Board President	Kevin Hall, President/CEO
Date:______________________________	Date:______________________________

Item No. 8
CDC/EDC Agenda
Staff Report

Meeting Date: 9.03.2020
Staff Contact: Joey Grisham

AGENDA ITEM:

Director's Report

SUMMARY:

a. Report on current corporate financial status
b. Comp Plan, Downtown Master Plan, and Parks/Trails Master Plan Update
c. ED Strategic Plan Update
d. COVID-19 Recovery Grant Program Survey Results
e. Incentives Policy Draft

STAFF RECOMMENDATION:

N/A – Items for discussion only

ATTACHMENTS:

1. CDC July 2020 Financial Reports
2. EDC July 2020 Financial Reports
3. Draft Incentive Policy

CDC Balance Sheet

For Period Ending 07/31/2020

		Beginning Balance 10/1/2019	Current Month Activity 7/31/2020	YTD Activity	Ending Balance 7/31/2020
	Assets				
89-000-1010	Bank - Operating Funds	736,827.82	75,054.10	363,340.21	1,100,168.03
89-000-1012	Bank - Restricted Funds	19,118.43	12.29	230.90	19,349.33
89-000-1150	Accounts Receivable	-	-	-	-
89-000-1160	Accounts Receivable - Sales Tax	188,459.31	-	(188,459.31)	-
89-000-1202	Receivables - Due From General Fund	-	-	-	-
89-000-1215	Receivables - Local Business Loans	91,310.00	-	-	91,310.00
	Total Assets	1,035,715.56	75,066.39	175,111.80	1,210,827.36
	Liabilities				
89-000-2001	Accounts Payable	13,857.47	-	(13,857.47)	0.00
89-000-2020	Federal W/H Tax Payable	-	-	(0.00)	(0.00)
89-000-2021	FICA Payable	-	-	-	-
89-000-2024	Flexible Spending Payable	-	-	-	-
89-000-2025	Deferred Compensation Payable	-	-	-	-
89-000-2026	TMRS Payable	-	-	-	-
89-000-2027	Health Insurance Payable	-	-	-	-
89-000-2029	Salaries Payable	1,817.28	-	(1,817.28)	-
89-000-2102	Payable - Due To General Fund(10)	-	-	-	-
89-000-2115	Deferred Revenue - Local Business Loans	41,310.00	-	-	41,310.00
	Total Liabilities	56,984.75	-	(15,674.75)	41,310.00
	Fund Balance				
89-000-3711	Fund Balance	887,420.81	75,066.39	190,786.55	1,078,207.36
89-000-3711	Fund Balance - Restricted	91,310.00	-	-	91,310.00
	Total Fund Balance	978,730.81	75,066.39	190,786.55	1,169,517.36

CDC Income Statement

For Period Ending 07/31/2020

		Current Month Activity 7/31/2020	YTD Activity
	Revenues		
89-825-5225	Sales Tax Revenue - General	127,634.33	836,599.77
89-825-5329	Donations	39.00	156.00
89-825-5499	Miscellaneous Revenue	-	-
89-825-5530	Interest Revenue	701.04	10,539.57
89-825-5800	Transfers in	-	-
89-825-5840	Bond Proceeds	-	-
	Total Revenues	128,374.37	847,295.34
	Expenses		
89-825-6101	Salaries	10,398.23	56,465.31
89-825-6114	Payroll Taxes-City Part FICA	795.48	4,458.67
89-825-6121	Health Insurance	78.96	789.60
89-825-6125	TMRS Retirement	1,478.63	8,392.81
89-825-6126	Unemployment	-	144.00
89-825-6127	Worker's Compensation	-	153.00
89-825-6129	Miscellaneous Payroll	-	-
89-825-6208	Office Supplies	76.33	607.34
89-825-6209	Other Supplies - Misc.	239.20	947.84
89-825-6210	Clothing Supplies	-	530.00
89-825-6212	Postage	-	-
89-825-6299	IT Supplies	-	-
89-825-6700	Economic Development Grant Expense	-	123,467.35
89-825-6703	Contract Services	15,600.00	71,979.00
89-825-6710	Travel/Training Expense	1,698.00	13,391.77
89-825-6722	Insurance - Property & Liability	-	3,500.00
89-825-6731	Public Notices - Advertising	-	-
89-825-6735	Promotion Expense	4,760.00	17,806.06
89-825-6753	Legal Expense	391.50	4,296.31
89-825-6755	Audit Expense	91.65	3,389.15
89-825-6756	Engineering	-	-
89-825-6761	Dues, Publications, Permits & Licenses	200.00	3,029.33
89-825-6783	Telephones - Pagers	-	-
89-825-6789	Debt-Service Principal	-	215,000.00
89-825-6790	Interest Expense	-	57,008.75
89-825-6795	Bond Fees	-	-
89-825-6799	Other Services - Misc.	17,500.00	71,152.50
89-825-6901	Construction in Progress	-	-
89-825-6911	Machinery & Equipment	-	-
89-825-6931	Land & Improvements	-	-
89-825-8900	Other Financing Use - Debt Refundings	-	-
89-825-9800	Transfers Out	-	-
	Total Expenses	53,307.98	656,508.79
	Net Profit/Loss	75,066.39	190,786.55

Account	Description	Trans Nbr	S	Type	Date	Document	PO Number / Ref Number	Payor Vendor	Description	Debit Amt	Credit Amt
89-825-6101	Salaries	158610	PF	CD	7/3/2020				Payroll Run 1454: 6/15/2020 - 6/28/2020	3,407.02	0.00
89-825-6101	Salaries	158980	PF	CD	7/17/2020				Payroll Run 1455: 6/29/2020 - 7/12/2020	3,448.00	0.00
89-825-6101	Salaries	159544	PF	CD	7/31/2020				Payroll Run 1461: 7/13/2020 - 7/26/2020	3,543.21	0.00
89-825-6114	Payroll Taxes-City Part FICA	158610	PF	CD	7/3/2020				Payroll Run 1454: 6/15/2020 - 6/28/2020	260.64	0.00
89-825-6114	Payroll Taxes-City Part FICA	158980	PF	CD	7/17/2020				Payroll Run 1455: 6/29/2020 - 7/12/2020	263.78	0.00
89-825-6114	Payroll Taxes-City Part FICA	159544	PF	CD	7/31/2020				Payroll Run 1461: 7/13/2020 - 7/26/2020	271.06	0.00
89-825-6121	Health Insurance	159372	AF	IN	7/17/2020	2020-07	28837	143-TML IEBP	TML Insurance & Flexible Spending	87.21	0.00
89-825-6121	Health Insurance	159373	AF	CM	7/17/2020	2020-07 Renewal Credit		143-TML IEBP	TMLIEBP Renewal Credit	0.00	8.25
89-825-6125	TMRS Retirement	159869	AF	IN	7/30/2020	July 2020	28966	153-TMRS	CDC TMRS Retirement City Contribution	1,478.63	0.00
89-825-6126	Unemployment										
89-825-6127	Worker's Compensation										
89-825-6129	Miscellaneous Payroll										
89-825-6208	Office Supplies	159632	A	IN	7/6/2020	5423-JG-JUL-20-7	28613	955-JP Morgan Chase Bank NA	AMAZON - trash bags, paper, coffee maintenance	53.01	0
89-825-6208	Office Supplies	159633	A	IN	7/6/2020	5423-JG-JUL-20-8	28613	955-JP Morgan Chase Bank NA	AMAZON - trash bags, paper, coffee maintenance	23.32	0
89-825-6209	Other Supplies - Misc.	159626	A	IN	7/6/2020	5423-JG-JUL-20-1	28574	955-JP Morgan Chase Bank NA	AMAZON - SUPPLIES & STARWOOD CAFÉ- NEW MEM	14.99	0
89-825-6209	Other Supplies - Misc.	159627	A	IN	7/6/2020	5423-JG-JUL-20-3	28574	955-JP Morgan Chase Bank NA	AMAZON - SUPPLIES & STARWOOD CAFÉ- NEW MEM	51.96	0
89-825-6209	Other Supplies - Misc.	159628	A	IN	7/6/2020	5423-JG-JUL-20-2	28574	955-JP Morgan Chase Bank NA	Inc-Cube supplies and meal	33.18	0
89-825-6209	Other Supplies - Misc.	159629	A	IN	7/6/2020	5423-JG-JUL-20-4	28574	955-JP Morgan Chase Bank NA	AMAZON - SUPPLIES & STARWOOD CAFÉ- NEW MEM	62.86	0
89-825-6209	Other Supplies - Misc.	159630	A	IN	7/6/2020	5423-JG-JUL-20-5	28574	955-JP Morgan Chase Bank NA	AMAZON - SUPPLIES & STARWOOD CAFÉ- NEW MEM	25.06	0
89-825-6209	Other Supplies - Misc.	159631	A	IN	7/6/2020	5423-JG-JUL-20-6	28574	955-JP Morgan Chase Bank NA	AMAZON - SUPPLIES & STARWOOD CAFÉ- NEW MEM	51.15	0
89-825-6210	Clothing Supplies										
89-825-6212	Postage										
89-825-6299	IT Supplies										
89-825-6700	Economic Development Grant Expense										
89-825-6703	Contract Services	159634	A	IN	7/6/2020	9649-TL-JUL-20-1	28339	955-JP Morgan Chase Bank NA	Real Massive listings - May, June, July	562.5	0
89-825-6703	Contract Services	159805	A	IN	4/29/2020	101608		2005-Hilltop Securities Inc.	CDC ANNUAL REPORT - SALE TAX REVENUE - MARC	1500	0
89-825-6703	Contract Services	159834	A	IN	7/21/2020	6330	28847	2339-Cooksey Communications, Inc.	initial payment - development of marketing plan	12337.5	0
89-825-6703	Contract Services	160138	G	GJ	7/9/2020				4TH QTR - CDC - COSTSHARE - Finance & Accounting $	1000	0
89-825-6703	Contract Services	160138	G	GJ	7/9/2020				4TH QTR - CDC - COSTSHARE - IT/Budget License	200	0
89-825-6710	Travel/Training Expense	159635	A	IN	7/6/2020	9649-TL-JUL-20-2	28574	955-JP Morgan Chase Bank NA	IEDC - ANNUAL CONFERENCE - TAYLOR	849	0
89-825-6710	Travel/Training Expense	159636	A	IN	7/6/2020	9649-TL-JUL-20-3	28574	955-JP Morgan Chase Bank NA	IEDC - ANNUAL CONFERENCE - JOEY	849	0
89-825-6722	Insurance - Property & Liability										
89-825-6731	Public Notices - Advertising										
89-825-6735	Promotion Expense	159063	AF	IN	6/30/2020	SI-24249	28707	2265-Bisnow LLC	event sponsor - video commercial June	2,700.00	0.00

		159103 AF	IN	6/30/2020	40029	28708	2317-Miles Partership	General Video Edits	1,800.00	0.00	
		159637 AF	IN	7/6/2020	9649-TL-JUL-20-4	28597	955-JP Morgan Chase Bank NA	DBJ ad creation - colored bean	260.00	0.00	
89-825-6753	Legal Expense	159351 AF	IN	7/15/2020	15310	28782	139-Wolfe, Tidwell & McCoy, LLP	June Legal Services - CDC	391.50	0.00	
89-825-6755	Audit Expense	159101 A	IN	6/24/2020	06.24.20 CDC	28709	995-LaFollett & Abbott PLLC	IRS Filing - CDC	91.65	0	
89-825-6756	Engineering										
89-825-6761	Dues, Publications & Licenses	159638 AF	IN	7/6/2020	9649-TL-JUL-20-5	28613	955-JP Morgan Chase Bank NA	ICMA MEMBERSHIP RENEWAL - TAYLOR	200.00	0.00	
89-825-6799	Other Services - Misc.	160138 GI	GJ	7/9/2020				4TH QTR - CDC - COSTSHARE - CDC Director	17,500.00	0.00	
											Net Expenses
									53,316.23	8.25	53,307.98

Account	Date	Check	Description	Debit	Credit	Clrd	Balance	Notes
			Carry Forward					
.								
.								
.								
			Balance Forward				1,025,034.37	
.								
XXXXXX0165	7/9/2020		ONLINE TRANSFER DEBIT Transfer From XX0165 to XX0200:CDC 4th Qtr Cost sh	18,700.00		Y	1,006,334.37	
XXXXXX0165	7/9/2020		ONLINE TRANSFER CREDIT Transfer From XX0200 to XX0165:Reverse AP PR CD Ju		79.56	Y	1,006,413.93	
XXXXXX0165	7/14/2020		ONLINE TRANSFER CREDIT Transfer From XX0200 to XX0165:Sales Tax Allocatio		127,634.33	Y	1,134,048.26	
XXXXXX0165	7/20/2020		REGULAR DEPOSIT		39.00	Y	1,134,087.26	
XXXXXX0165	7/31/2020		ONLINE TRANSFER DEBIT Transfer From XX0165 to XX0200:AP and PR CD July	34,607.98		Y	1,099,479.28	
XXXXXX0165	7/31/2020		Interest Deposit		688.75	Y	1,100,168.03	
							1,100,168.03	Bank Balance
								DIT
								APCD
								Reconciling Items
							1,100,168.03	**Adjusted Bank Balanc**
							1,100,168.03	**GL Balance**
								Reconciling Items
							1,100,168.03	**Adjusted GL Balance**
							-	**Difference**

City of Anna
Trial Balance
For Funds from 89 to 90
For the Fiscal Period 2020-10 Ending July 31, 2020

Community Development Corporation (89)		Beginning Balance		Transactions		Ending Balance	
Account		Debit	Credit	Debit	Credit	Debit	Credit
89-000-1010	Bank - Operating Funds	1,025,113.93		128,362.08	53,307.98	1,100,168.03	
89-000-1012	Bank - Restricted Funds	19,337.04		12.29	0.00	19,349.33	
89-000-1150	Accounts Receivable	0.00		0.00	0.00	0.00	
89-000-1160	Accounts Receivable - Sales Tax	0.00		0.00	0.00	0.00	
89-000-1202	Receivables - Due From General F	0.00		0.00	0.00	0.00	
89-000-1215	Receivables - Local Business Loan	91,310.00		0.00	0.00	91,310.00	
89-000-2001	Accounts Payable		0.00	27,916.71	27,916.71		0.00
89-000-2020	Federal W/H Tax Payable		0.00	715.36	715.36		0.00
89-000-2021	FICA Payable		0.00	1,590.96	1,590.96		0.00
89-000-2024	Flexible Spending Payable		0.00	0.00	0.00		0.00
89-000-2025	Deferred Compensation Payable		0.00	1,460.00	1,460.00		0.00
89-000-2026	TMRS Payable		0.00	727.87	727.87		0.00
89-000-2027	Health Insurance Payable		0.00	0.00	0.00		0.00
89-000-2029	Salaries Payable		0.00	0.00	0.00		0.00
89-000-2102	Payable - Due To General Fund(10		0.00	0.00	0.00		0.00
89-000-2115	Deferred Revenue - Local Business		41,310.00	0.00	0.00		41,310.00
89-000-3711	Fund Balance		978,730.81	0.00	0.00		978,730.81
89-825-5225	Sales Tax Revenue - General		708,965.44	0.00	127,634.33		836,599.77
89-825-5329	Donations		117.00	0.00	39.00		156.00
89-825-5499	Miscellaneous Revenue		0.00	0.00	0.00		0.00
89-825-5530	Interest Revenue		9,838.53	0.00	701.04		10,539.57
89-825-5800	Transfers In		0.00	0.00	0.00		0.00
89-825-5840	Bond Proceeds		0.00	0.00	0.00		0.00
89-825-6101	Salaries	46,067.08		10,398.23	0.00	56,465.31	
89-825-6114	Payroll Taxes-City Part FICA	3,663.19		795.48	0.00	4,458.67	
89-825-6121	Health Insurance	710.64		87.21	8.25	789.60	
89-825-6125	TMRS Retirement	6,914.18		1,478.63	0.00	8,392.81	
89-825-6126	Unemployment	144.00		0.00	0.00	144.00	
89-825-6127	Worker's Compensation	153.00		0.00	0.00	153.00	
89-825-6129	Miscellaneous Payroll	0.00		0.00	0.00	0.00	
89-825-6208	Office Supplies	531.01		76.33	0.00	607.34	
89-825-6209	Other Supplies - Misc.	708.64		239.20	0.00	947.84	
89-825-6210	Clothing Supplies	530.00		0.00	0.00	530.00	
89-825-6212	Postage	0.00		0.00	0.00	0.00	
89-825-6299	IT Supplies	0.00		0.00	0.00	0.00	
89-825-6700	Economic Development Grant Exp	123,467.35		0.00	0.00	123,467.35	
89-825-6703	Contract Services	56,379.00		15,600.00	0.00	71,979.00	

City of Anna

Trial Balance

For Funds from 89 to 90

For the Fiscal Period 2020-10 Ending July 31, 2020

Community Development Corporation (89)		Beginning Balance		Transactions		Ending Balance	
Account		Debit	Credit	Debit	Credit	Debit	Credit
89-825-6710	Travel/Training Expense	11,693.77		1,698.00	0.00	13,391.77	
89-825-6722	Insurance - Property & Liability	3,500.00		0.00	0.00	3,500.00	
89-825-6731	Public Notices - Advertising	0.00		0.00	0.00	0.00	
89-825-6735	Promotion Expense	13,046.06		4,760.00	0.00	17,806.06	
89-825-6753	Legal Expense	3,904.81		391.50	0.00	4,296.31	
89-825-6755	Audit Expense	3,297.50		91.65	0.00	3,389.15	
89-825-6756	Engineering	0.00		0.00	0.00	0.00	
89-825-6761	Dues, Publications & Licenses	2,829.33		200.00	0.00	3,029.33	
89-825-6783	Telecom	0.00		0.00	0.00	0.00	
89-825-6789	Debt-Service Principal	215,000.00		0.00	0.00	215,000.00	
89-825-6790	Interest Expense	57,008.75		0.00	0.00	57,008.75	
89-825-6795	Bond Fees	0.00		0.00	0.00	0.00	
89-825-6799	Other Services - Misc.	53,652.50		17,500.00	0.00	71,152.50	
89-825-6901	Construction in Progress	0.00		0.00	0.00	0.00	
89-825-6911	Machinery & Equipment	0.00		0.00	0.00	0.00	
89-825-6931	Land & Improvements	0.00		0.00	0.00	0.00	
89-825-8900	Other Financing Use - Debt Refundi	0.00		0.00	0.00	0.00	
89-825-9800	Transfers Out	0.00		0.00	0.00	0.00	
	Totals:	**1,738,961.78**	**1,738,961.78**	**214,101.50**	**214,101.50**	**1,867,336.15**	**1,867,336.15**

EDC Income Statement
For Period Ending 07/31/2020

		Current Month Activity	YTD Activity
		7/31/2020	
	Revenues		
90-826-5350	Rental	618.32	7,912.52
90-826-5491	Gain on sales of Assets	-	-
90-826-5499	Miscellaneous Revenue	-	1,500.00
90-826-5530	Interest Revenue	295.38	6,492.00
90-826-5800	Transfers in	-	-
90-826-5853	Other Financial Source from Notes Payable	-	-
	Total Revenues	913.70	15,904.52
	Expenses		
90-826-6209	Other Supplies - Misc.	-	1,329.47
90-826-6210	Clothing Supplies	-	-
90-826-6212	Postage	-	-
90-826-6303	Maint. & Repair - Buildings	-	33.00
90-826-6703	Contract Services	154.14	125,275.66
90-826-6708	IT Support Services	-	254.12
90-826-6722	Insurance - Property & Liability	-	1,050.00
90-826-6735	Promotion Expense	-	-
90-826-6753	Legal Expense	175.00	3,873.28
90-826-6755	Audit Expense	91.65	3,389.15
90-826-6780	Electricity	499.34	2,608.03
90-826-6781	Gas - Natural/Propane	51.91	645.12
90-826-6782	City Utilities Water/Sewer/Trash	-	816.61
90-826-6783	Telephones - Pagers	155.94	1,396.77
90-826-6799	Other Services - Misc.	-	-
90-826-6901	Construction in Progress	-	-
90-826-6931	Land & Improvements	-	-
90-826-9800	Transfer Out	-	-
	Total Expenses	1,127.98	140,671.21
	Net Income/Loss	(214.28)	(124,766.69)

EDC Balance Sheet
For Period Ending 07/31/2020

		Beginning Balance 10/1/2019	Current Month Activity 7/31/2020	YTD Activity	Ending Balance 7/31/2020
	Assets				
90-000-1010	Bank - Operating Funds	591,617.47	(814.28)	(127,488.24)	464,129.23
90-000-1011	Bank - Money Market & Savings Funds	-	-	-	-
90-000-1150	Accounts Receivable	449.00	-	(449.00)	-
90-000-1160	Accounts Receivable - Sales Tax	-	-	-	-
90-000-1202	Receivables - Due From General Fund	-	-	-	-
90-000-1215	Receivables - Local Business Loans	89,027.00	-	(1,500.00)	87,527.00
	Total Assets	681,093.47	(814.28)	(129,437.24)	551,656.23
	Liabilities				
90-000-2001	Accounts Payable	2,362.21	(600.00)	(2,362.21)	-
90-000-2005	Other Accounts Payable	1,008.34	-	(808.34)	200.00
90-000-2102	Payable - Due To General Fund(10)	-	-	-	-
90-000-2115	Deferred Revenue - Local Business Loans	89,027.00	-	(1,500.00)	87,527.00
90-000-2210	Retainage	-	-	-	-
90-000-2735	2011 CO's Current	-	-	-	-
90-000-2736	2011 CO's Non Current	-	-	-	-
	Total Liabilities	92,397.55	(600.00)	(4,670.55)	87,727.00
	Fund Balance				
90-000-3711	Fund Balance	588,695.92	(214.28)	(124,766.69)	463,929.23
	Total Fund Balance	588,695.92	(214.28)	(124,766.69)	463,929.23

Account	Description	Trans Nbr	Sou	Type	Date	Document	PO Number / Ref Number	Payor Vendor	Description	Debit Amt	Credit Amt	
90-826-6209	Other Supplies - Misc.											
90-826-6210	Clothing Supplies											
90-826-6212	Postage											
90-826-6303	Maint. & Repair - Buildings											
90-826-6703	Contract Services	159359	AP	IN	07/15/20	43744		11-Big Brothers Pest Control	EDC - Pest Control	40.00	0.00	
90-826-6703	Contract Services	159826	AP	IN	07/17/20	103919139		1243-Ricoh USA, Inc.	Copier Contract Rent Maintenance and Toner	114.14	0.00	
90-826-6708	IT Support Services											
90-826-6722	Insurance - Property & Liability											
90-826-6735	Promotion Expense											
90-826-6753	Legal Expense	159350	AP	IN	07/15/20	15311	28782	139-Wolfe, Tidwell & McCoy, LLP	June Legal Services - EDC	175.00	0.00	
90-826-6755	Audit Expense	159102	AP	IN	44006	06.24.20 EDC	28709	995-LaFollett & Abbott PLLC	IRS Filing - EDC	91.65	0	
90-826-6780	Electricity	159390	AP	IN	07/18/20	337000455046		2193-Reliant	Utility Electric - Inc. Cube - Services Dates 6/16 - 7/17	499.34	0.00	
90-826-6781	Gas - Natural/Propane	159240	AP	IN	06/16/20	06.16.20 Inc Cube		111-Atmos Energy	Natural Gas - Service Dates 5/14/20 - 6/16/20	0.00	44.24	
		159243	AP	IN	43998	06.16.20 Inc Cube		111-Atmos Energy	Natural Gas - Service Dates 5/14/20 - 6/16/20	44.24	0	
		159389	AP	IN	44029	07.17.20 Inc Cube		111-Atmos Energy	Natural Gas - Service Dates 6/17 - 7/15	51.91	0	
90-826-6782	City Utilities Water/Sewer/Trash											
90-826-6783	Telecom	159391	AP	IN	7/16/2020	07.16.20		2192-Suddenlink	Suddenlink (Service Dates)	155.94	0.00	
90-826-6799	Other Services - Misc.											Net Expenses
										1,172.22	44.24	1,127.98

Account	Date	Check	Description	Debit	Credit	Clrd	Balance	Notes
			Carry Forward					
			Balance Forward				464,889.52	
XXXXXX1516	7/9/2020		ONLINE TRANSFER CREDIT Transfer From XX0200 to XX1516:Reverse AP CD June		53.99	Y	464,943.51	
XXXXXX1516	7/27/2020		ONLINE TRANSFER CREDIT Transfer From XX0200 to XX1516:Inc Cube Rent July		618.32	Y	465,561.83	
XXXXXX1516	7/31/2020		ONLINE TRANSFER DEBIT Transfer From XX1516 to XX0200:AP CD July	1,727.98		Y	463,833.85	
XXXXXX1516	7/31/2020		Interest Deposit		295.38	Y	464,129.23	
							464,129.23	Bank Balance
								DIT
								APCD
								Reconciling Items
							464,129.23	**Adjusted Bank Balance**
							464,129.23	**GL Balance**
								Reconciling Items
							464,129.23	**Adjusted GL Balance**
							-	**Difference**
							Reconciled	

City of Anna
Trial Balance
For Funds from 89 to 90
For the Fiscal Period 2020-10 Ending July 31, 2020

Economic Development Corporation (90)		Beginning Balance		Transactions		Ending Balance	
Account		Debit	Credit	Debit	Credit	Debit	Credit
90-000-1010	Bank - Operating Funds	464,943.51		957.94	1,772.22	464,129.23	
90-000-1011	Bank - Money Market & Savings Fu	0.00		0.00	0.00	0.00	
90-000-1150	Accounts Receivable	0.00		0.00	0.00	0.00	
90-000-1160	Accounts Receivable - Sales Tax	0.00		0.00	0.00	0.00	
90-000-1202	Receivables - Due From General F	0.00		0.00	0.00	0.00	
90-000-1215	Receivables - Local Business Loan	87,527.00		0.00	0.00	87,527.00	
90-000-2001	Accounts Payable		600.00	1,816.46	1,216.46		0.00
90-000-2005	Other Accounts Payable		200.00	0.00	0.00		200.00
90-000-2102	Payable - Due To General Fund(10		0.00	0.00	0.00		0.00
90-000-2115	Deferred Revenue - Local Business		87,527.00	0.00	0.00		87,527.00
90-000-2210	Retainage		0.00	0.00	0.00		0.00
90-000-2735	2011 CO's Current		0.00	0.00	0.00		0.00
90-000-2736	2011 CO's Non-Current		0.00	0.00	0.00		0.00
90-000-3711	Fund Balance		588,695.92	0.00	0.00		588,695.92
90-826-5350	Rental		7,294.20	0.00	618.32		7,912.52
90-826-5491	Gain on sales of Assets		0.00	0.00	0.00		0.00
90-826-5499	Miscellaneous Revenue		1,500.00	0.00	0.00		1,500.00
90-826-5530	Interest Revenue		6,196.62	0.00	295.38		6,492.00
90-826-5800	Transfers In		0.00	0.00	0.00		0.00
90-826-5853	Other Financial Source from Notes		0.00	0.00	0.00		0.00
90-826-6209	Other Supplies - Misc.	1,329.47		0.00	0.00	1,329.47	
90-826-6210	Clothing Supplies	0.00		0.00	0.00	0.00	
90-826-6212	Postage	0.00		0.00	0.00	0.00	
90-826-6303	Maint. & Repair - Buildings	33.00		0.00	0.00	33.00	
90-826-6703	Contract Services	125,121.52		154.14	0.00	125,275.66	
90-826-6708	IT Support Services	254.12		0.00	0.00	254.12	
90-826-6722	Insurance - Property & Liability	1,050.00		0.00	0.00	1,050.00	
90-826-6735	Promotion Expense	0.00		0.00	0.00	0.00	
90-826-6753	Legal Expense	3,698.28		175.00	0.00	3,873.28	
90-826-6755	Audit Expense	3,297.50		91.65	0.00	3,389.15	
90-826-6780	Electricity	2,108.69		499.34	0.00	2,608.03	
90-826-6781	Gas - Natural/Propane	593.21		96.15	44.24	645.12	
90-826-6782	City Utilities Water/Sewer/Trash	816.61		0.00	0.00	816.61	
90-826-6783	Telecom	1,240.83		155.94	0.00	1,396.77	
90-826-6799	Other Services - Misc.	0.00		0.00	0.00	0.00	
90-826-6901	Construction in Progress	0.00		0.00	0.00	0.00	
90-826-6931	Land & Improvements	0.00		0.00	0.00	0.00	

City of Anna
Trial Balance
For Funds from 89 to 90

For the Fiscal Period 2020-10 Ending July 31, 2020

Economic Development Corporation (90)		Beginning Balance		Transactions		Ending Balance	
Account		Debit	Credit	Debit	Credit	Debit	Credit
90-826-9800	Transfers Out	0.00		0.00	0.00	0.00	
	Totals:	**692,013.74**	**692,013.74**	**3,946.62**	**3,946.62**	**692,327.44**	**692,327.44**
	Grand Totals:	**2,430,975.52**	**2,430,975.52**	**218,048.12**	**218,048.12**	**2,559,663.59**	**2,559,663.59**

Economic Development Incentives Policy

The City of Anna, in partnership with the Community Development Corporation (CDC) and the Economic Development Corporation (EDC), is committed to the promotion and retention of high quality development that increases economic diversity and sustainability, creates jobs, and provides value to the community. The City of Anna considers incentives based on the merit of each project and in accordance with the criteria outlined in this document, the City of Anna Economic Development Strategic Plan, and the City of Anna Strategic Plan. All recipients that are awarded incentives must meet the criteria and performance standards outlined below and enter into a performance agreement with the City, Community Development Corporation (CDC), and/or Economic Development Corporation (EDC). Nothing in this policy shall imply or suggest that the City of Anna, CDC or EDC are under any obligation to provide an incentive to any applicant. All applications are considered on a case-by-case basis.

City of Anna Strategic Plan Goal 1: Growing Anna Economy

Objectives:

1. Maintain and enhance an effective economic development organization that markets Anna, finds prospects, and closes the deal
2. Expand the commercial tax base
3. Provide more jobs for neighbors
4. Develop parcels along U.S. 75 with viable businesses
5. Have a built-out Business Park
6. Have expanded medical and healthcare services, including Clinic and Outpatient Surgical Center(s)
7. Expand retail, restaurant and entertainment businesses

Anna Economic Development Vision

Anna has created a balanced and sustainable tax base that invites high quality jobs, facilitates excellent quality of life with well-maintained and first-rate infrastructure, and offers a wide range of housing and public facilities that build community identity and pride and engage neighbors in meaningful ways.

Economic Development Corporation (EDC) & Community Development Corporation (CDC)
The City of Anna has both a Type A and Type B Economic and Community Development Corporation as set up by the Texas Development Corporation Act of 1979. The Type A sales tax is primarily intended for manufacturing and industrial development. EDCs may use Type A revenue to fund land, buildings, equipment, facilities expenditures, targeted infrastructure and improvements for projects. The Type B sales tax may be used for any project eligible under Type A rules and several other project types, including quality of life improvements. Type B corporations may pay for land, buildings, equipment, facilities, targeted infrastructure and improvements. Type B EDCs created by cities with a population of 20,000 or less and those classified as landlocked communities may use sales tax proceeds to fund projects that promote new or expanded business development that do not create or retain primary jobs.

Project Criteria
Eligible projects must provide a return on investment (ROI) and benefit for public funds provided. ROI may be determined through an analysis of:

- Total capital investment and resulting taxable value generates an annual increase of property tax revenue
- The number and type of jobs to be created
- Estimated ability to generate direct and/or indirect sales tax revenue
- Estimated ability to generate future overnight stays that result in future direct hotel occupancy fund revenue and indirect revenue associated with visitors

Recommendations for incentives are based on the evaluation of the following:

- Fiscal Impact
  - What is the estimated total value of capital investment for buildings, other real property improvements and furniture, fixtures, and equipment?
  - What is the total projected annual operating budget of the facility?
  - What is the value of real and business personal property that will be added to the tax rolls?
  - How much direct sales tax will be generated?
  - How much infrastructure construction be required?
  - What is the estimated return on public investment?
- Employment Impact
  - How many permanent jobs will be brought to Anna?
  - How many jobs will be retained?
  - What types of jobs will be created?
  - What will the total annual payroll be?
  - What is the average annual salary of jobs created and/or retained?
- Community Impact
  - How compatible is the project with the City's Comprehensive Plan and Economic Development Strategic Plan goals?
  - How does the project support quality of life benefits such as preservation of open space and development enhancements?
  - What effect would the project have on the local housing market?
  - What environmental impact, if any, will be created by the project?
  - What effect would the project have on other taxing entities?

Targeted Priorities

The City of Anna may consider providing incentives for projects that further the City's strategic plans.

- Job Creation – The City of Anna may consider an incentive for the creation and maintenance of jobs within the City by offering a grant payment for companies that create or relocate a minimum of 25 full-time jobs. The company must maintain the number of jobs created and/or relocated for at least a 5-year period to receive the total grant payment. Each job eligible for grant payment must pay at least 100% of the average annual wage for Collin County, as determined by the United States Dept. of Labor, Bureau of Labor Statistics. The maximum grant amount cannot exceed 50% of the net new ad valorem and business personal property taxes paid annually to the City of Anna as a result of the project.
- Downtown – The City of Anna may consider incentives for projects within or immediately surrounding the city's downtown that advance the goals of the Downtown Master Plan. Incentives may include grants or reimbursement for improvements to new or existing buildings, pedestrian corridors, façades, murals or public art, iconic signage and/or lighting.
- Niche / Specialty Retail, Entertainment, Restaurant – The City may consider providing incentives to "destination" retailers or restaurants that have the capability to attract customers from outside the area, serve as a catalyst for other development in the area, and/or provide new and different shopping, dining, or entertainment experiences.
- Office – The City may consider providing incentives for corporate headquarters and/or regional offices as well as multi-tenant offices for professional services (accountants, engineers, architects, medical, information technology, lawyers, advertising and media, management consulting, financial, insurance, wealth management, actuary, etc.)
- Distribution and Logistics – The City may consider providing incentives to support the supply chain of existing primary employers and better serve current and future neighbors.
- Advanced and Light Manufacturing – The City may consider providing incentives for corporate headquarters and/or regional service locations.
- Medical / Healthcare – The City may consider providing incentives to provide additional medical and healthcare related businesses to support the existing and better serve current and future neighbors.
- Data Centers – The City may consider providing incentives for projects including data centers to support current and future businesses.

List of Available Incentives

The following may be offered by the City of Anna, CDC, and/or EDC for economic development projects that meet eligibility criteria. Not all tools are available for each project and any incentive is at the discretion of the Anna City Council and/or CDC and EDC Board. Investment from the City of Anna does not preclude other state, county or local incentives.

- Chapter 380 Agreements – Authorized under Chapter 380 of the Texas Local Government Code, this agreement between the taxpayer and taxing entity offers a variety of fee-based or tax-based incentives, including grants, loans, or rebates to promote local economic development and stimulate business and commercial activity.
- Economic Development Grants – The City of Anna has both Type A and Type B Sales Tax corporations. Funds may be available to finance qualified projects as determined by

the Anna Economic Development Corporation and/or Anna Community Development Corporation Board.

- Fee Reductions / Waivers – The City of Anna may consider decreasing or waiving certain development fees on eligible projects.
- Freeport Tax Exemption – The City of Anna, along with other area taxing jurisdictions exempt personal property taxes on certain stored goods, goods in process, or raw material.
- Infrastructure Assistance – The City of Anna may facilitate development through enhancement of water, sewer, and/or roadway infrastructure relevant to sites selected for significant projects as needed.
- Modification of Development Regulations / Standards – The City of Anna may provide provisions for modifying development standards or regulations for unique developments that support major new tax benefits for the city or incorporates construction or design features that far exceed the City's regulations.
- Property Tax Rebates / Abatements – Authorized by Chapter 312 of the Texas Property Tax Code, the City of Anna may exempt all or a portion of the increase in the value of real and/or business personal property from taxation. A cost benefit analysis will be performed to determine the feasibility of the project as well as the percentage and terms of abatement. All abatements are subject to final approval of the City Council.
- Public Improvement Districts (PID) – Authorized by Chapter 372 of the Texas Local Government Code, the City of Anna may finance the cost of qualified improvements within a defined area. Applications for a PID must be made separately from other incentives. Please refer to the City of Anna Public Improvement District Policy.
- Tax Increment Reinvestment Zone (TIRZ) – Authorized by Chapter 311 of the Texas Tax Code, the City of Anna may use tax increment financing to enter into economic development and infrastructure reimbursement agreements to pay for improvements. The TIRZ, whether City-initiated or petitioned by the property owners, sets up a geographic boundary that can be used develop raw land, proactively address decline or deterioration. Note: The creation of a TIRZ does not in any way impact the tax rate as TIRZs have no taxing or assessment powers.

Statement on Tax Abatement

The Property Development and Tax Abatement Act, Chapter 312, Texas Tax Code, allows the City to establish its own criteria for tax abatements. Tax abatements may be offered in two categories: 1) real property and/or 2) business personal property.

Real property abatements will be offered to applicants that pursue the construction of new or expanded facilities in which to house the applicable project. The abatement will apply to the assessed value of improvements made.

Business personal property abatements will be offerred to applications that pursue the purchase or long-term lease of existing facilities. The abatement will apply to the assessed value of new personal property brought into the taxing jurisdiction. Assessed value shall mean the taxable value of real property improvements and business personal property as determined by the county appraisal district in which the property is located.

Value of Incentives
The subject criteria outlined herein will be used in determining whether it is in the best interest of the City of Anna, CDC and EDC to provide incentives. Specific considerations include how the individual project furthers the goals and objectives of the community and the impact of the project. The public benefit or amount of revenue realized by the City and attributable to the project must equal or exceed the value of any incentives granted under the application.

Eligible Activities
Incentive funds may be used for one or more of the following to assist development or redevelopment:

- Capital investment related to real property construction and acquisition
- Improvements to an existing building
- Infrastructure
- Site enhancements such as upgraded aesthetics or amenities
- Other purposes which bring value to the community as determined by the Anna City Council, EDC and CDC

Exclusionary Factors
While a project may meet all minimum project qualifications, it will not be considered for public investment if any of the following factors apply:

- The project would, for any reason, result in a net reduction of the ad valorem tax valuation of facilities in the City owned by the company, or its parent, subsidiary or affiliated companies
- The company is not in good legal or financial standing with the State of Texas, Collin County, or City of Anna
- The financial condition of the company is such that the ability of the company to meet its obligations is uncertain

Public Information
While Section 522.131 of the Texas Government Code (Public Information Act) makes information related to economic development negotiations between the City and business prospect confidential, any information provided by an applicant may be subject to release to the public pursuant to the Act.

It is the responsibility of the applicant to clearly identify proprietary or confidential information it wishes to protect from release. According to Section 312.003 of the Texas Tax Code, part of an application that describes the specific process or business activities to be conducted or equipment or other property is not subject to public disclosure until the incentive agreement is executed.

The City will make reasonable attempts to notify the applicant if a request is made for information that is indicated as confidential so that the applicant may assert its rights to be withheld from release to the Texas Attorney General.

Application
The first step for any applicant is to submit an application and include provide information detailing the criteria outlined above. For the application to be complete, the applicant shall prepare a map or other documents that show the precise location of the property. The map or other documents

should show the existing uses and conditions of real property, proposed improvements and uses, and proposed zoning changes if applicable. Additional documentation should also show compatibility with the City of Anna 2035 Comprehensive Plan and applicable building codes and City ordinances.

Applications are submitted through a third-party software program and can be requested from Joey Grisham at joey@opportunityannatx.com or 214-831-5394.

Application Review Procedural Guidelines

- All information in the application package will be reviewed for completeness and accuracy. Additional information may be requested as needed.
- The Economic Development Department will review the application with the City Manager and appropriate City departments for internal review and comments. Additional information may be requested as needed.
- The Anna Community Development Corporation (CDC) Board and Anna Economic Development Corporation (EDC) may serve as an advisory body which make recommendations to the City Council regarding whether economic development incentives should be offered in each individual case. The CDC and/or EDC Board may also provide incentives using CDC/EDC funds when appropriate. All meetings of the CDC/EDC Board shall be held in compliance with the Texas Open Meetings Act, Chapter 551 of the Texas Government Code. Additional information may be requested as needed.
- The CDC/EDC Board may consider adoption of a resolution approving the terms and conditions of a contract between the CDC/EDC and the applicant.
- If the City Council decides to grant a tax abatement, it shall call a public hearing to consider establishment of a tax reinvestment zone in accordance with Section 312.201 of the Tax Code.
- The City Council may consider adoption of an ordinance or resolution approving the terms and conditions of a contract between the City and the applicant governing the provision of the tax abatement or incentive and the commitments of the applicant, including all terms required by Section 312.205 of the Tax Code and other terms and conditions as the City Council may require
- The City reserves the authority to enter into tax abatement agreements at differing percentages and/or terms, consistent with the requirements of the Texas Tax Code. The City also reserves the authority to enter into incentives agreements under Chapter 380 of the Texas Local Government Code.
- Those receiving incentives will be required to enter into a performance agreement. Projects that do not meet performance measures are subject to recapture of a portion or all the incentive value.