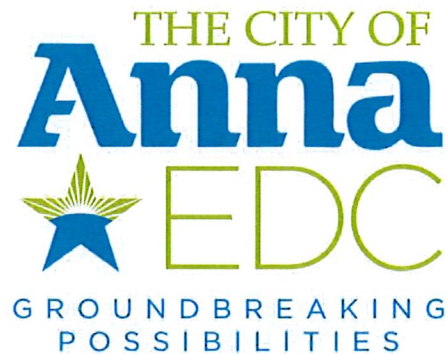
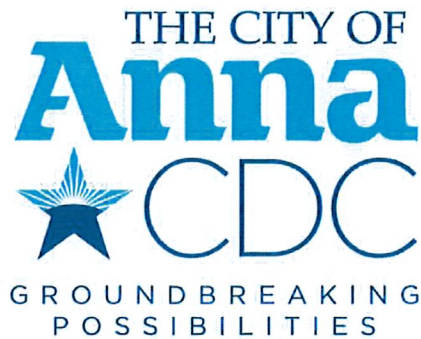




**MEETING AGENDA
ANNA COMMUNITY DEVELOPMENT CORPORATION
AND
ANNA ECONOMIC DEVELOPMENT CORPORATION**

Thursday, October 5, 2023 @ 6:00 PM

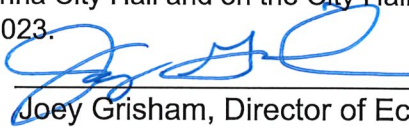
The EDC/CDC of the City of Anna will meet at 6:00 PM, on October 5, 2023, at the City of Anna Municipal Complex - Council Chambers, located at 120 W. 7th Street, Anna, TX, 75409, to consider the following items below.

1. **Call to Order, Roll Call, and Establishment of Quorum.**
2. **Invocation and Pledge of Allegiance.**
3. **Neighbor Comments.**
Persons may address the Board of Directors on items not on the agenda; please observe the time limit of three (3) minutes. Members of the Board cannot comment on or deliberate statements of the public except as authorized by Section 551.042 of the Texas Government Code.
4. **Consent Agenda.**
 - a. Approve minutes from the September 7, 2023, Joint Community Development Corporation and Economic Development Corporation Meeting. (CDC)
 - b. Approve minutes from the September 7, 2023, Joint Community Development Corporation and Economic Development Corporation Meeting. (EDC)
5. **Individual Consideration.**
 - a. Consider/Discuss/Act on a resolution approving an agreement for technology services with Bludot Technology for economic development services. (CDC)
6. **Director's Report.**
 - a. Strategic Plan Update
 - b. Downtown Update
7. **Closed Session.**
 - a. Deliberate regarding the purchase, exchange, lease or value of real property. (Tex. Gov't Code §551.072) possible property acquisition; possible land sale/purchase.

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. Consult with legal counsel on matters in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Government Code (Tex. Gov't Code §551.071); Grant program; Lease agreement and professional services contract.
 - c. Discuss or deliberate Economic Development Negotiations: (1) To discuss or deliberate regarding commercial or financial information that the Board of Directors has received from a business prospect that the Board of Directors seeks to have locate, stay, or expand in or near the territory of the City of Anna and with which the Board is conducting economic development negotiations; or, (2) To deliberate the offer of a financial or other incentive to a business prospect described by subdivision (1). (Tex. Gov't Code §551.087) potential retail and medical projects.
- 8. **Reconvene into open session and take any action on closed session items.**
 - 9. **Receive reports from staff or Board Members about items of community interest.**
 - 10. **Adjourn.**

This is to certify that I, Joey Grisham, Director of Economic Development, posted this agenda at a place readily accessible to the public at the Anna City Hall and on the City Hall bulletin board at or before 5:00 p.m. on Monday, October 2, 2023.



Joey Grisham, Director of Economic
Development



Item No. 3.

EDC/CDC Agenda
Staff Report

Meeting Date: 10/5/2023
Staff Contact:

AGENDA ITEM:

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.

SUMMARY:

STAFF RECOMMENDATION:

ATTACHMENTS:



Item No. 4.a.

EDC/CDC Agenda
Staff Report

Meeting Date: 10/5/2023
Staff Contact:

AGENDA ITEM:

Approve minutes from the September 7, 2023, Joint Community Development Corporation and Economic Development Corporation Meeting. (CDC)

SUMMARY:

STAFF RECOMMENDATION:

ATTACHMENTS:

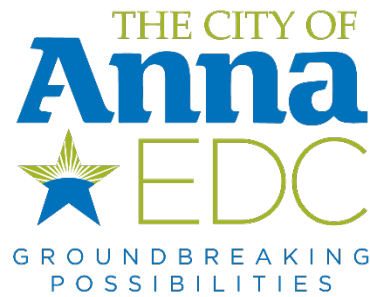
1. September 7_2023 CDC EDC Joint Meeting Minutes_final

Officers:

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

Staff:

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



Anna Community Development Corporation and Anna Economic Development Corporation Meeting Minutes

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

The Anna Community Development Corporation and the Anna Economic Development Corporation conducted a meeting at 6:00 p.m. on Thursday, August 3, 2023, at the Anna Municipal Complex City Council City Council Chambers, located at 120 W. 7th Street Anna, Texas 75409.

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

CDC and EDC Board Members Present: Bruce Norwood, Rocio Gonzalez, Kylee Kelley, Jody Bills, Allison Inesta and Michelle Hawkins. **CDC and EDC Board Members Absent:** Ronnie Kerr. **Others Present:** Joey Grisham (Director of Economic Development), Bernie Parker (Assistant Director of Economic Development), Kimberly Garduno (Economic Development Coordinator), Lee Miller (Mayor Pro Tem), and Clark McCoy (Attorney).

1. **Call to Order, Roll Call, and Establishment of Quorum.**
The meeting was called to order by Board President Bruce Norwood at 6:07 p.m.
2. **Invocation and Pledge of Allegiance.**
Invocation and Pledge of Allegiance was led by Bruce Norwood
3. **Neighbor Comments.**
None.
4. **Consent Agenda.**
 - a. Approve minutes from the September 7, 2023, Joint Community Development Corporation and Economic Development Corporation Meeting. (CDC)
 - b. Approve minutes from the September 7, 2023, Joint Community Development Corporation and Economic Development Corporation Meeting. (EDC)

Officers:

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

Staff:

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

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

5. Individual Consideration.

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

Joey Grisham explained the roles and responsibilities of Cooksey as it relates to public relations and marketing services for the CDC/EDC. Mr. Grisham shared multiple examples of Cooksey's accomplishments this past year, including articles in the Dallas Morning News, articles in the Dallas Business Journal, website updates, updated imagery, and new trade booth. Mr. Grisham stated their contract would be structured not to exceed \$85,000.

Bruce Norwood made a motion on behalf of the CDC to adopt a resolution approving an agreement with Cooksey Communications for public relations and marketing services. Jody Bills seconded the motion. All were in favor. Motion passed.

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

Joey Grisham explained the role and responsibilities of Swimming Duck, LLC as it relates to the digital media services they provide to the CDC/EDC. Mr. Grisham shared the importance of utilizing digital media to promote marketing opportunities and capture data regarding digital media site visits. Swimming Duck uses the captured data to establish important metrics to target certain markets for economic development. Mr. Grisham stated Swimming Duck's contract is \$45,000.

Bruce Norwood made a motion on behalf of the CDC to adopt a resolution approving an agreement with Swimming Duck, LLC for digital media services. Allison Inesta seconded the motion. All were in favor. Motion passed.

6. Director's Report.

- a. Strategic Plan Update

Joey Grisham presented August's CDC/EDC measurables and updated additional information from Anna's News Article in the Dallas Morning News. Mr. Grisham attended and informed Anna's Seniors on current EDC/CDC projects. New business openings were Lamar National Bank with the Surgery Center and Medical Office Building to open soon. Mr. Grisham mentioned speaking at a recent Texoma Council of Governments event, increased website activity, increased LinkedIn followers, increased residential activity, and multiple real estate meetings.

Officers:

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

Staff:

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

- b. Financial Report/Sales Tax Update
Mr. Grisham stated that sales tax is up 5.1% from last year
- c. 3 Nations Brewing Co. Soft Opening
Mr. Grisham stated that September 14th, 6 pm – 10 pm, will be the 3 Nations soft opening, and their Grand Opening to the public would be September 16th, 12 noon – 11 pm.

7. Closed Session.

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

(2) To deliberate the offer of a financial or other incentive to a business prospect described by subdivision (1). (Tex. Gov't Code §551.087) Anna Business Park Property; potential retail and medical projects.

Kylee Kelley made a motion to enter closed session. Rocio Gonzalez seconded the motion. All were in favor. Motion passed. CDC Board entered closed session at 6:29 p.m.

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

Bruce Norwood made a motion to reconvene into open session. Jody Bills seconded the motion. All were in favor. Motion passed. The CDC reconvened into open session at 7:37 p.m.

Officers:

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

Staff:

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

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

Kimberly Garduno presented the Board with Anna's 2023 Fall Guide.

Ms. Garduno stated upcoming Anna's Events: September 14th 3 Nations Soft opening at 6 pm., September 16th 3 Nations Grand Opening at 12 noon, September 11th Memorial Service at 7:30 am located at the Central Fire Station, October 3rd National Night Out, October 7th Anna Fest, October 21st Boo Bash.

Mr. Bernie Parker stated on September 26th there will be a Downtown Development Update for Downtown Business Leaders and Merchants to be held in the EOC of the Central Fire Station.

10. Adjourn.

Kylee Kelley a motion to adjourn the meeting at 7:39 p.m. Jody Bills seconded the motion. All were in favor. Motion passed.

APPROVED:

Bruce Norwood
President of CDC/EDC

ATTESTED:

Rocio Gonzalez
Secretary of CDC/EDC



Item No. 4.b.

EDC/CDC Agenda
Staff Report

Meeting Date: 10/5/2023
Staff Contact:

AGENDA ITEM:

Approve minutes from the September 7, 2023, Joint Community Development Corporation and Economic Development Corporation Meeting. (EDC)

SUMMARY:

STAFF RECOMMENDATION:

ATTACHMENTS:

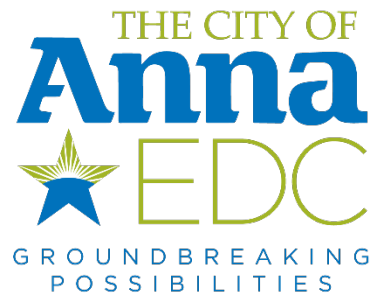
1. September 7_2023 CDC EDC Joint Meeting Minutes_final

Officers:

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

Staff:

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



Anna Community Development Corporation and Anna Economic Development Corporation Meeting Minutes

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

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CDC and EDC Board Members Present: Bruce Norwood, Rocio Gonzalez, Kylee Kelley, Jody Bills, Allison Inesta and Michelle Hawkins. **CDC and EDC Board Members Absent:** Ronnie Kerr. **Others Present:** Joey Grisham (Director of Economic Development), Bernie Parker (Assistant Director of Economic Development), Kimberly Garduno (Economic Development Coordinator), Lee Miller (Mayor Pro Tem), and Clark McCoy (Attorney).

1. **Call to Order, Roll Call, and Establishment of Quorum.**
The meeting was called to order by Board President Bruce Norwood at 6:07 p.m.
2. **Invocation and Pledge of Allegiance.**
Invocation and Pledge of Allegiance was led by Bruce Norwood
3. **Neighbor Comments.**
None.
4. **Consent Agenda.**
 - a. Approve minutes from the September 7, 2023, Joint Community Development Corporation and Economic Development Corporation Meeting. (CDC)
 - b. Approve minutes from the September 7, 2023, Joint Community Development Corporation and Economic Development Corporation Meeting. (EDC)

Officers:

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

Staff:

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

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

5. Individual Consideration.

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

Joey Grisham explained the roles and responsibilities of Cooksey as it relates to public relations and marketing services for the CDC/EDC. Mr. Grisham shared multiple examples of Cooksey's accomplishments this past year, including articles in the Dallas Morning News, articles in the Dallas Business Journal, website updates, updated imagery, and new trade booth. Mr. Grisham stated their contract would be structured not to exceed \$85,000.

Bruce Norwood made a motion on behalf of the CDC to adopt a resolution approving an agreement with Cooksey Communications for public relations and marketing services. Jody Bills seconded the motion. All were in favor. Motion passed.

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

Joey Grisham explained the role and responsibilities of Swimming Duck, LLC as it relates to the digital media services they provide to the CDC/EDC. Mr. Grisham shared the importance of utilizing digital media to promote marketing opportunities and capture data regarding digital media site visits. Swimming Duck uses the captured data to establish important metrics to target certain markets for economic development. Mr. Grisham stated Swimming Duck's contract is \$45,000.

Bruce Norwood made a motion on behalf of the CDC to adopt a resolution approving an agreement with Swimming Duck, LLC for digital media services. Allison Inesta seconded the motion. All were in favor. Motion passed.

6. Director's Report.

- a. Strategic Plan Update

Joey Grisham presented August's CDC/EDC measurables and updated additional information from Anna's News Article in the Dallas Morning News. Mr. Grisham attended and informed Anna's Seniors on current EDC/CDC projects. New business openings were Lamar National Bank with the Surgery Center and Medical Office Building to open soon. Mr. Grisham mentioned speaking at a recent Texoma Council of Governments event, increased website activity, increased LinkedIn followers, increased residential activity, and multiple real estate meetings.

Officers:

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

Staff:

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

- b. Financial Report/Sales Tax Update
Mr. Grisham stated that sales tax is up 5.1% from last year
- c. 3 Nations Brewing Co. Soft Opening
Mr. Grisham stated that September 14th, 6 pm – 10 pm, will be the 3 Nations soft opening, and their Grand Opening to the public would be September 16th, 12 noon – 11 pm.

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

(2) To deliberate the offer of a financial or other incentive to a business prospect described by subdivision (1). (Tex. Gov't Code §551.087) Anna Business Park Property; potential retail and medical projects.

Kylee Kelley made a motion to enter closed session. Rocio Gonzalez seconded the motion. All were in favor. Motion passed. CDC Board entered closed session at 6:29 p.m.

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

Bruce Norwood made a motion to reconvene into open session. Jody Bills seconded the motion. All were in favor. Motion passed. The CDC reconvened into open session at 7:37 p.m.

Officers:

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

Staff:

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

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

Kimberly Garduno presented the Board with Anna's 2023 Fall Guide.

Ms. Garduno stated upcoming Anna's Events: September 14th 3 Nations Soft opening at 6 pm., September 16th 3 Nations Grand Opening at 12 noon, September 11th Memorial Service at 7:30 am located at the Central Fire Station, October 3rd National Night Out, October 7th Anna Fest, October 21st Boo Bash.

Mr. Bernie Parker stated on September 26th there will be a Downtown Development Update for Downtown Business Leaders and Merchants to be held in the EOC of the Central Fire Station.

10. Adjourn.

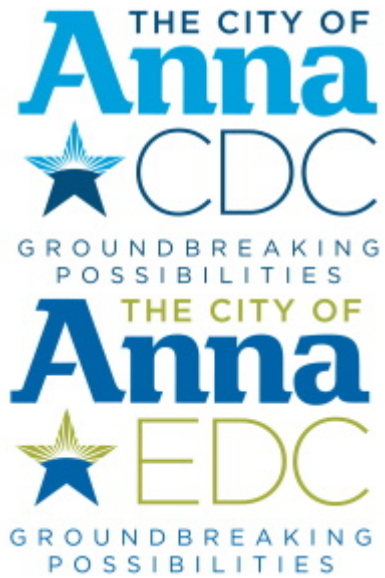
Kylee Kelley a motion to adjourn the meeting at 7:39 p.m. Jody Bills seconded the motion. All were in favor. Motion passed.

APPROVED:

Bruce Norwood
President of CDC/EDC

ATTESTED:

Rocio Gonzalez
Secretary of CDC/EDC



AGENDA ITEM:
Individual Consideration.

SUMMARY:

STAFF RECOMMENDATION:

ATTACHMENTS:

Item No. 5.

EDC/CDC Agenda
Staff Report

Meeting Date: 10/5/2023
Staff Contact:



Item No. 5.a.

EDC/CDC Agenda
Staff Report

Meeting Date: 10/5/2023
Staff Contact:

AGENDA ITEM:

Consider/Discuss/Act on a resolution approving an agreement for technology services with Bludot Technology for economic development services. (CDC)

SUMMARY:

Staff met with Bludot at a few recent conferences and did a demo with them. Bludot is a software platform that empowers communities to boost their business retention & expansion efforts. Through their CRM system, we are able to track all communications with local businesses, metrics, maintain data, and send targeted communications.

STAFF RECOMMENDATION:

Approve.

ATTACHMENTS:

1. CDC Bludot Resolution_Downtown Marketing_CDC Sept 2023
2. EXHIBIT A_BLUDOT_Agreement_Sept 2023

ANNA COMMUNITY DEVELOPMENT CORPORATION

RESOLUTION NO. _____

**A RESOLUTION OF THE ANNA COMMUNITY DEVELOPMENT CORPORATION
APPROVING A CONTRACT FOR TECHNOLOGY SERVICES FOR ECONOMIC
DEVELOPMENT**

WHEREAS, the Anna Community Development Corporation (the “CDC”) Board of Directors desires to approve and authorize the execution of an Agreement with Bludot Technologies Inc. with Terms and Conditions governing provision of technology services for economic development; and

WHEREAS, the CDC Board of Directors has determined that the above-referenced agreement and services are in the best interests of the CDC and will promote new or expanded business development in the City of Anna;

**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, Funding, and Authority to Execute Agreement

The CDC hereby authorizes the Economic Development Director to execute a contract subject to approval as to legal form attached hereto as Exhibit A for technology services and to charge the CDC’s contract services item in an amount not to exceed \$6,000 in the Fiscal Year 2023-2024 for technology services,

PASSED AND APPROVED by the Anna Community Development Corporation this 5th day of October 2023.

APPROVED:

ATTEST:

Bruce Norwood, CDC President

Rocio Gonzalez, CDC Secretary



Bludot Technologies Inc.
650 Castro St Ste 120 #96003, Mountain View, CA 94041
Email: sophia@bludot.io
Phone: 215-828-7281

QUOTE

DATE 6/7/2023

CUSTOMER

Anna Community Development Corporation
120 W. Seventh Street, Anna, TX 75409-0776
Email: KGarduno@annatexas.gov

DESCRIPTION	\$/MONTH
Bludot Economic Development CRM - 1000 Businesses *	\$ 395.00
Bludot Open Business Directory	\$ 95.00

Subscription Term 12

Annual Total \$ 5,880.00

* Flat fee for unlimited users

For questions concerning this quote, please contact:

Sophia Zheng
Founder/CEO Bludot Technologies Inc.
sophia@bludot.io | 215-828-7281
www.bludot.io

Agreement subject to Bludot Terms and Conditions

Terms and Conditions

1. ACCEPTANCE OF TERMS

Thank you for using Blutdot Technologies Inc. ("Company")'s products, services, websites, and apps which are branded as "Bludot" or "Bludot Open" (collectively "Services").

Company provides its Services to you through its website located at <https://bludot.io> (the "Site"), including all subdomains such as <https://open.bludot.io> and <https://app.bludot.io>, application programming interface (the "API"), or any mobile application (the "Mobile App", together with the Site and the API, the "Application"), subject to this Terms and Conditions agreement ("Agreement"). You ("Customer") indicate your acceptance of this Agreement by clicking or tapping on a button indicating your acceptance of this Agreement, by executing a document that references them, or by using the Services. If you are entering into this Agreement on behalf of a company, business or other legal entity, you represent that you have the authority to bind such entity and its affiliates to this Agreement, in which case the terms "you", "your", or "Customer" shall refer to such entity and its affiliates.

2. SERVICES AND SUPPORT

2.1 The "Services" means (a) the Application, (b) all software (including the Software, as defined below), data, reports, text, images, sounds, video, and content made available through any of the foregoing (collectively referred to as the "Content") and all modifications thereto.

2.2 Company reserves the right to alter the Services at any time. Company may provide, from time to time, enhancements to the Services which are added to the Services under this Agreement at no additional cost ("Enhancements"). Company may also provide, from time to time, additional features to the Services which may, but are not required to, be added to the Services under this Agreement at an additional cost ("Optional Features"). The parties understand and agree that access to and use of such Optional Features will be subject to both payment of the applicable fees therefor as well as additional or different terms and conditions applicable to such Optional Features.

2.3 Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with Company's standard practice.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third; or remove any proprietary notices or labels.

3.2 Further, Customer may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.227 7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

3.3 Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Company's standard published policies then in effect (the "Policy") and all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of Services. Although Company has no obligation to monitor Customer's use of the

Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

3.4 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

4. CONFIDENTIALITY; PROPRIETARY RIGHTS

4.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

4.2 Customer shall own all right, title and interest in and to the Customer Data. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing.

4.3 Notwithstanding anything to the contrary, Company shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business.

4.4 Company may collect information from third party services via integrations you initiate ("Connected Account Data"). Connected Account Data may be stored and processed by Company after an integration is disconnected for the purpose of providing the Services. Connected Account Data is maintained for the duration your organization's account is active.

5. PAYMENT OF FEES

5.1 To the extent the Services or any portion thereof is made available for any fee, Customer will be required to make payment according to the selected subscription tier. Such subscription tier may include the option to prepay for access to the Services before it begins or to receive an invoice for payment after use of the Services has begun. Additional information on our subscription tier is available in the Order Form. In the case that the subscription tier selected by Customer involves recurring payments, Customer authorizes Company to bill the provided payment instrument on a periodic basis in accordance with the terms of the applicable subscription tier until termination of Customer account.

5.2 If Customer's use of the Services requires payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then current renewal term, upon thirty (30) days prior notice to Customer. If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing

statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

5.3 All fees invoiced by Company must be received within thirty (30) days after the invoice date. Customer agrees that unless otherwise set forth in this Agreement, all fees paid and payable to Company under this Agreement shall be non-refundable. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Company's net income.

6. TERM AND TERMINATION

6.1 To the extent the Services or any portion thereof is made available for any fee, subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the Order Form, and shall be automatically renewed for additional periods of the same duration as the Initial Service Term (collectively, the "Term"), unless either party requests termination at least thirty (30) days prior to the end of the then-current term.

6.2 In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice, if the other party materially breaches any of the terms or conditions of this Agreement. If any payment is due, Customer will pay in full for the Services up to and including the last day on which the Services are provided. Upon any termination, Company will make all Customer Data available to Customer for electronic retrieval for a period of thirty (30) days. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

7. WARRANTY AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

8. INDEMNITY

Company shall hold Customer harmless from liability to third parties resulting from infringement by the Services of any United States patent or any copyright or misappropriation of any trade secret, provided Company is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Company will not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply with respect to portions or components of the Services (i) not supplied by Company, (ii) made in whole or in part in accordance with Customer specifications, (iii) that are modified after delivery by Company, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer's use of the Services is not strictly in accordance with this Agreement. If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or are believed by Company to be infringing, Company may, at its option and expense (a) replace or modify the Services to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a license to continue using the Services, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Customer's rights hereunder and provide Customer a refund of any prepaid, unused fees for the Services.

9. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. MISCELLANEOUS

10.1 If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions. Customer agrees to reasonably cooperate with Company to serve as a reference account upon request.

10.2 Competitive Procurement Selection Process. The competitive procurement selection process by which Customer contracts with Company may be acknowledged and used by other government entities to replace their respective competitive procurement selection process for RFP purposes such that other government entities may contract with Company for the same or substantially similar product(s) or service(s) without undergoing a separate competitive procurement selection process.

10.3 Piggy-Back Contracting. The terms, conditions, and prices of this contract executed between Customer and Company may be used by other government entities to contract with Company for the same or substantially similar product(s) and service(s) under either the same or a separate contract.



AGENDA ITEM:
Director's Report.

SUMMARY:

STAFF RECOMMENDATION:

ATTACHMENTS:

Item No. 6.

EDC/CDC Agenda
Staff Report

Meeting Date: 10/5/2023
Staff Contact:



AGENDA ITEM:

Strategic Plan Update

SUMMARY:

STAFF RECOMMENDATION:

ATTACHMENTS:

1. September 2023 Strategic Plan Update (1)

Item No. 6.a.

EDC/CDC Agenda
Staff Report

Meeting Date: 10/5/2023
Staff Contact:

Economic Development Strategic Plan Highlights September 2023

- Anna Economic Development Director Joey Grisham served as a panelist at the REDnews Collin County Real Estate Summit.
- The Dallas Business Journal covered several reasons Anna has experienced significant growth in recent years **“How leaders in Anna, Texas, are leveraging its location for growth while preserving the city’s “hometown feel.”**
- The Meadow Vista Public Improvement District was created at the Sept. 26th City Council Meeting.
- The NRP Meryl Street PFC Memorandum of Understanding was approved on Sept.26.
- Staff attended the soft opening for 3 Nations Brewing Company.
- Joey Grisham and Bernie Parker delivered a presentation on Downtown Development Update to Core Downtown Business Leaders and Downtown Merchants.



Measureables

September 2023



Real Estate Broker /
Developer Meetings: 18



Business Retention
Expansion Contacts: 9



Construction /
Architectural Meetings: 7



New Newsletter Subscribers:
6 (1,915 total)



New LinkedIn Followers: 23
(1,315 total)



Item No. 6.b.

EDC/CDC Agenda
Staff Report

Meeting Date: 10/5/2023
Staff Contact:

AGENDA ITEM:

Downtown Update

SUMMARY:

Staff held a Downtown update meeting with merchants on September 26th and presented the attached.

STAFF RECOMMENDATION:

ATTACHMENTS:

1. 2023 Downtown Presentation (1)



ANNA

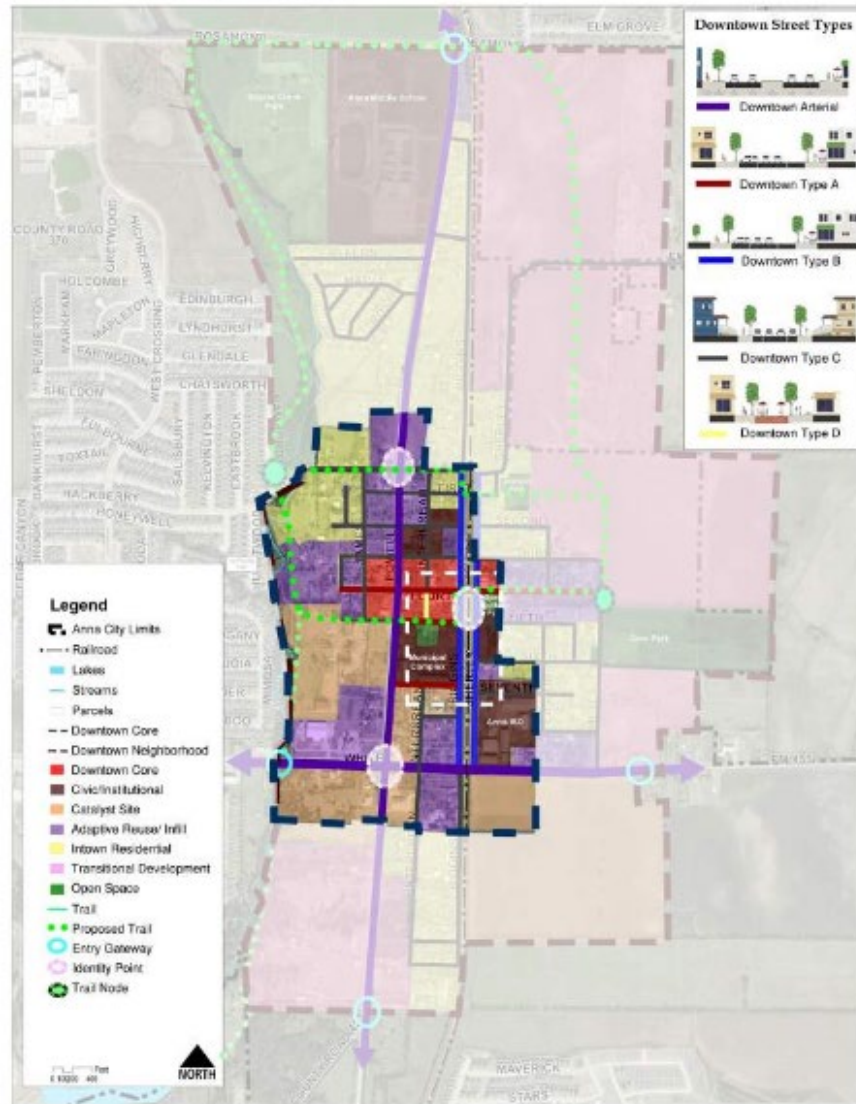
THE CITY OF
Anna
EDC
GROUNDBREAKING
POSSIBILITIES



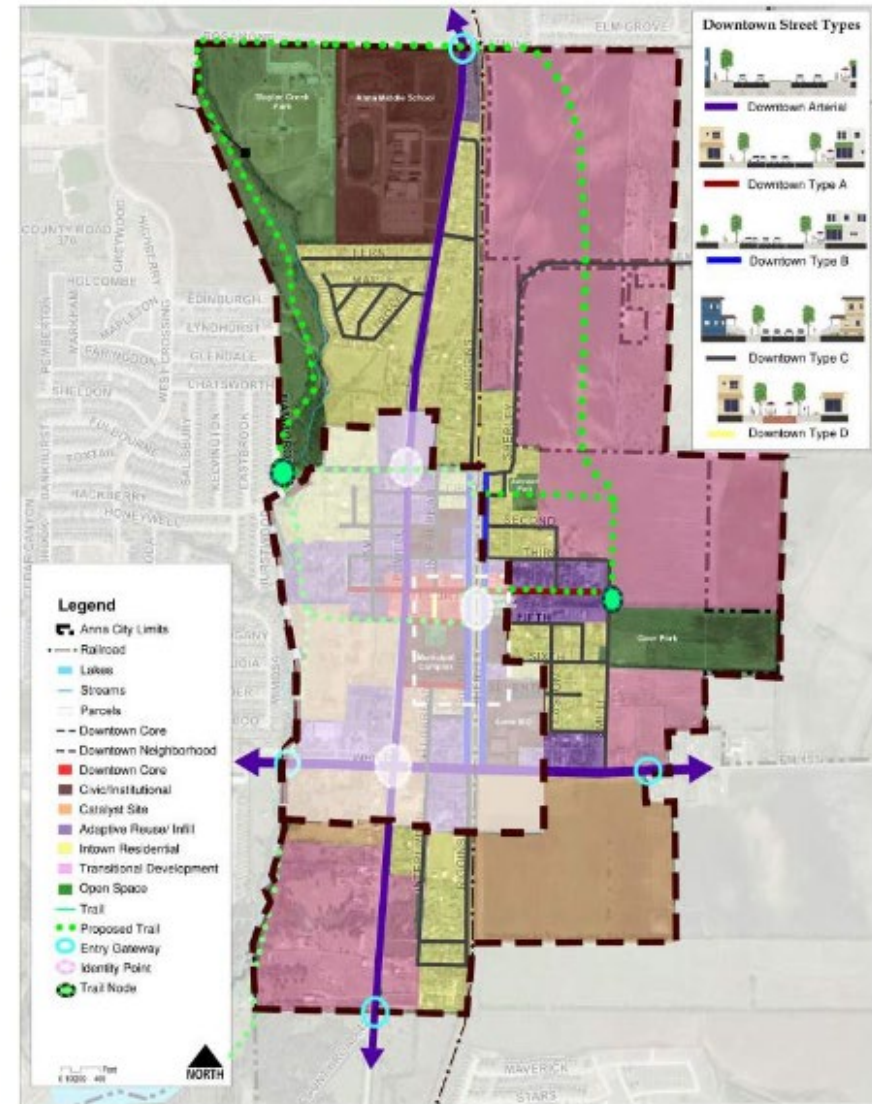
9/19/2023

Downtown District Areas (Zones)

Downtown Core District



Downtown Neighborhood District



Updated Dimensional Standards

Table 15: Downtown (DT) District Dimensional Standards

Downtown (DT) District Dimensional Standards			
		Zone	
		Core (CE)	Neighborhood (ND)
Build-to-Zone (BTZ) and Setback Requirements			
A	Front Yard BTZ (min. – max.)		
A.1	Downtown Arterial Street	0 – 10 feet	5 – 15 feet
A.2	Downtown Type A Street	0 – 15 feet	5 – 20 feet
A.3	Downtown Type B Street		
A.4	Other Street	5 – 25 feet	5 – 35 feet
B	Rear Yard Setback (min.)	N/A	5 feet
C	Side Yard Setback (min.)	N/A	5 feet
D	Corner Side Yard Setback (min.)	5 feet	5 feet
Building Requirements			
E	Frontage Buildout (min.)		
E.1	Downtown Arterial Street	80%	60%
E.2	Downtown Type A Street	60%	45%
E.3	Downtown Type B Street	40%	30%
E.4	Other Street	20%	10%
F	Building Height (max.)	42 feet	42 feet
AG	Encroachments		
G.1	Downtown Arterial Street	50% of the depth of the sidewalk or 8' (whichever is less)	35% of the depth of the sidewalk or 6' (whichever is less)
G.2	Downtown Type A Street	50% of the depth of the sidewalk or 6' (whichever is less)	25% of the depth of the sidewalk or 6' (whichever is less)
G.3	Downtown Type B Street		
G.4	Other Street	N/A	N/A
Additional Applicable Requirements within the Zoning Ordinance			
Sec. 9.04.041 – Dimensional Regulations Sec. 9.04.042 – Site Design Requirements Sec. 9.04.043 – Parking Sec. 9.04.044 – Loading Sec. 9.04.045 – Landscaping		Sec. 9.04.046 – Screening and Fencing Sec. 9.04.047 – Outdoor Lighting Sec. 9.04.048 – Trash Sec. 9.04.049 – Performance Standards	

(e) Special Regulations.

- (1) Canopies, awnings, galleries, and balconies may encroach over the BTZ and setback areas per the standards if the vertical clearance is a minimum of 8 feet from the finished sidewalk elevation.
- (2) No encroachment shall be located over on-street parking, a street, or over a side or rear property line.
- (3) Any proposed development over 42 feet in height shall require a specific use permit.

Special Downtown District Standards

Parking:

- Any new development in the Downtown (DT) District may apply a 25% reduction to the required parking ratio for the proposed land use.

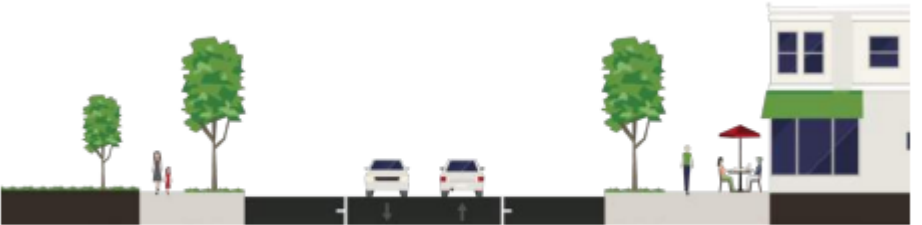
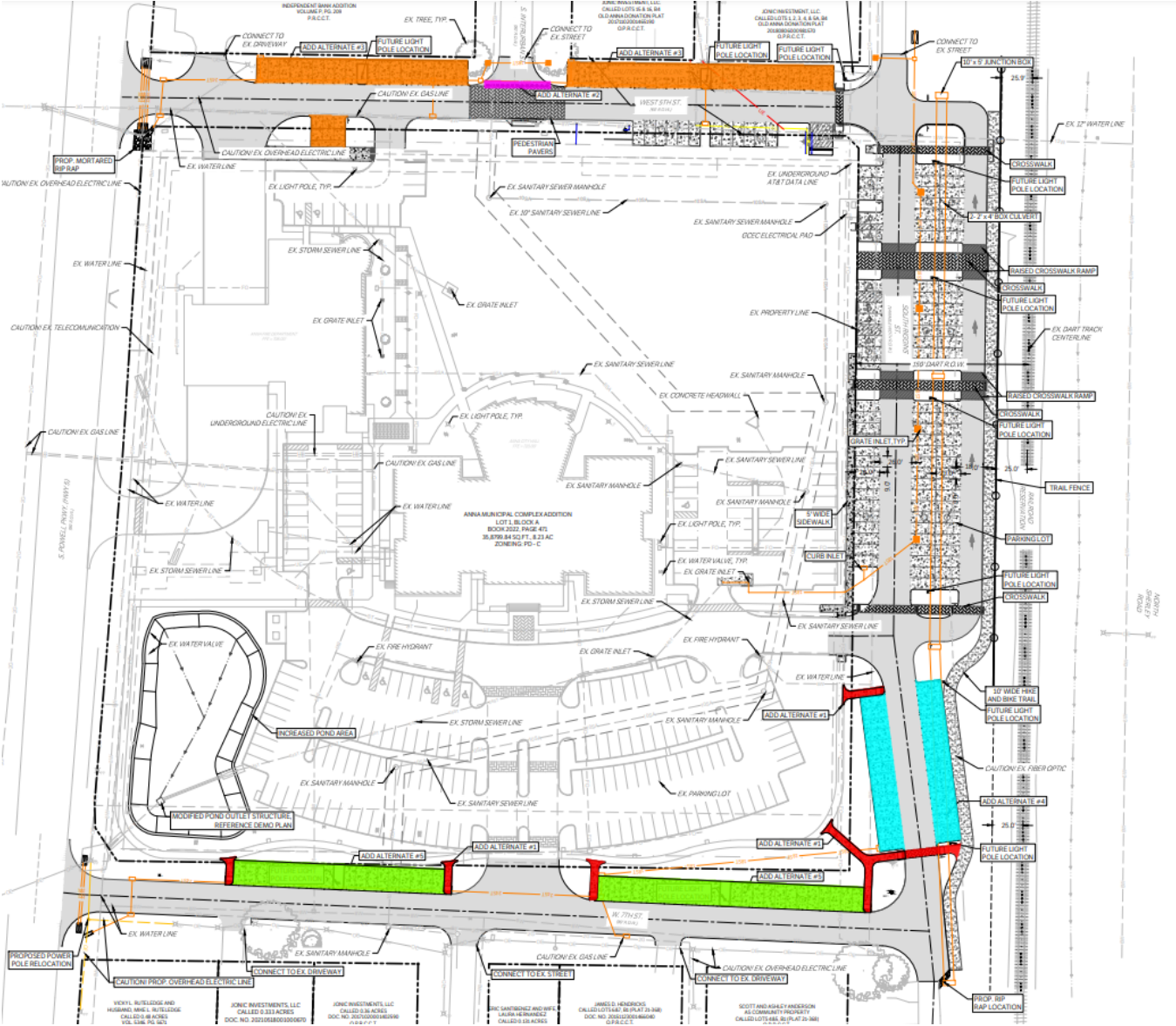
Trash:

- City contractor-approved rolling carts may be used rather than enclosures.
- Any nonresidential use may share a garbage, trash, or refuse container with another nonresidential use (Director approval).

Bar (75% sales from alcohol) Separation Standards:

- DT District is exempt from the separation standards

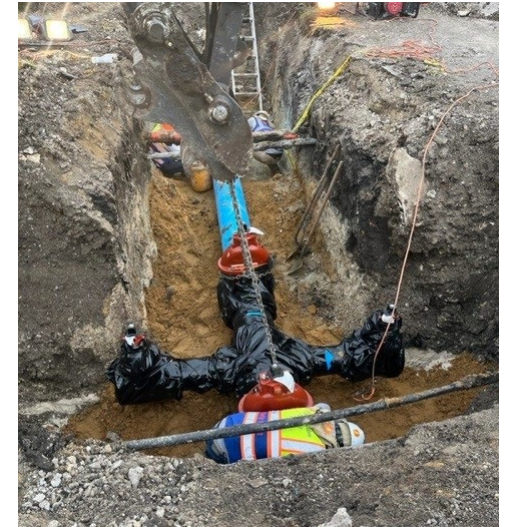
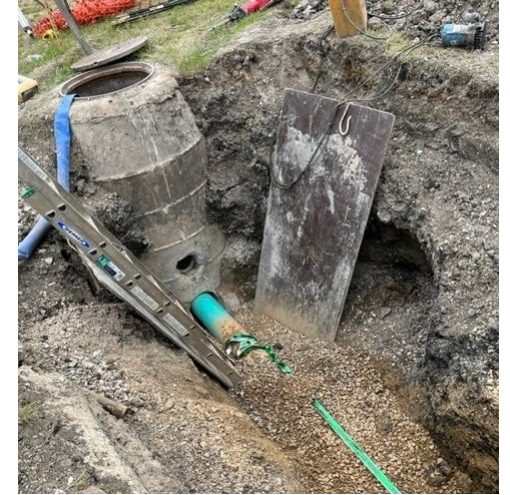
Capital Improvement Plan - Streets



DOWNTOWN TYPE B



DOWNTOWN TYPE D

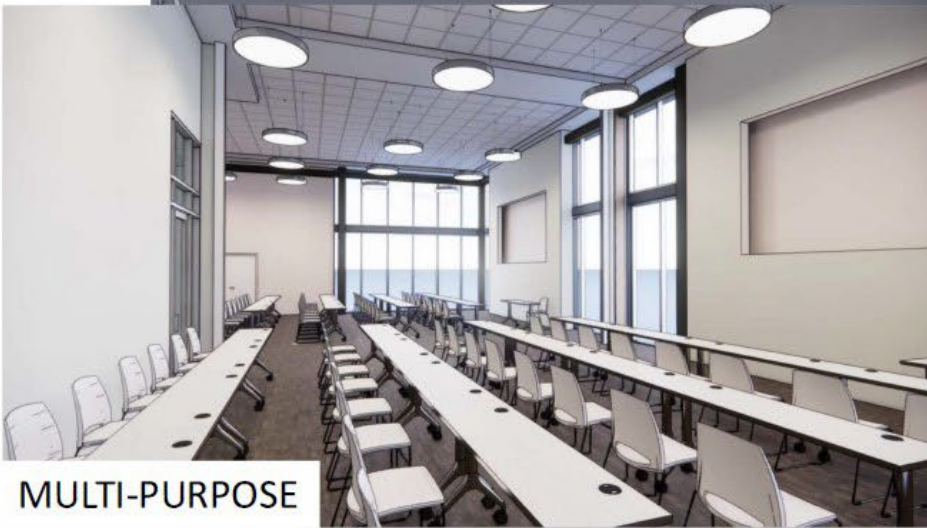


ANNA COMMUNITY LIBRARY

- Location: 111 Fifth Street
- Community Facility
- Project Goals
 - Family-focused environment
 - Gathering place for neighbors
 - Inclusiveness for all ages
 - Nurturing lifelong learners
 - Multi-purpose uses
 - Books/Technology/Arts/Crafts
 - Meeting Spaces
- Funding Source: 2021 BOND
- Project Budget: \$22M
- Project Milestones
 - ✓ Library Charter – 2022/2Q
 - ✓ Design Team Selection – 2022/3Q
 - ✓ Design Phase – 2023/2Q
 - Construction Documents 50% complete
 - APLE Task Force Update – 7/12/23
 - Bid – est. 2023/3Q
 - Construction – est. 2023/4Q
 - Opening – est. 2025/1Q



ANNA COMMUNITY LIBRARY



ANNA COMMUNITY LIBRARY



MUNICIPAL PLAZA

- Location: Anna Municipal Complex
- Public Open Space
- Project Goals
 - Outdoor gathering area for neighbors
 - Event Space for wide range of annual and special events
 - Downtown enhancement
 - Build with the library project
- Plan is to build concurrent with Library
- Funding Source: EDC, Park Development Fund
- Project Budget: \$3.5M
- Project Milestones
 - Design – 50% Complete
 - Bid – est. 2023/Q4
 - Construction – est. 2024/Q2
 - Opening – est. 2025/Q1



AERIAL VIEW

MUNICIPAL PLAZA



AERIAL



CHILDREN'S PLAY AREA



VETERAN'S TRIBUTE

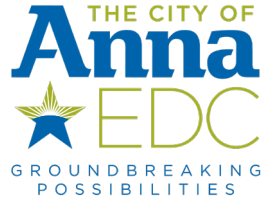


SE CORNER

Downtown

- ▶ Downtown Master Plan adopted in 2021
- ▶ TIRZ District created in Dec. 2021
- ▶ Downtown Incentive Policy
 - ▶ Existing Building Matching Grant
 - ▶ New Development and Redevelopment Grant
 - ▶ Grease Trap Rebate
- ▶ 3 Nations Brewing Company opened September 16th
- ▶ Current total Downtown investment: \$65 million (City Hall, Central Fire Station, Library and Plaza, water/wastewater upgrades, 5th and 7th Street upgrades, parking, and more)

Questions/Contact Info



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214-831-5394

Bernie@opportunityannatx.com

214-831-5364



AGENDA ITEM:
Closed Session.

SUMMARY:

STAFF RECOMMENDATION:

ATTACHMENTS:

Item No. 7.

EDC/CDC Agenda
Staff Report

Meeting Date: 10/5/2023
Staff Contact:



Item No. 8.

EDC/CDC Agenda
Staff Report

Meeting Date: 10/5/2023
Staff Contact:

AGENDA ITEM:

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

SUMMARY:

STAFF RECOMMENDATION:

ATTACHMENTS:



AGENDA ITEM:

Adjourn.

SUMMARY:

STAFF RECOMMENDATION:

ATTACHMENTS:

Item No. 10.

EDC/CDC Agenda
Staff Report

Meeting Date: 10/5/2023
Staff Contact: