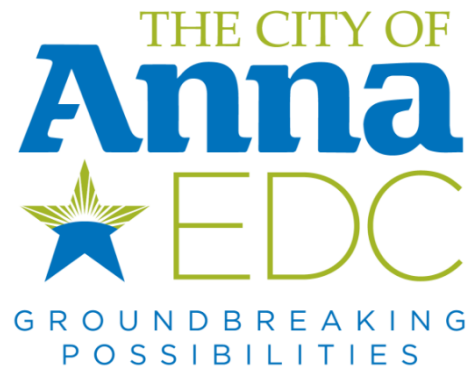




**MEETING AGENDA
ANNA COMMUNITY DEVELOPMENT CORPORATION
AND
ANNA ECONOMIC DEVELOPMENT CORPORATION**

Thursday, November 2, 2023 @ 6:00 PM

The EDC/CDC of the City of Anna will meet at 6:00 PM, on November 2, at the Anna Municipal Complex-Council Chambers, located at 120 W. 7th Street, to consider the following items below.

1. **Call to Order, Roll Call, and Establishment of Quorum.**
2. **Invocation and Pledge of Allegiance.**
3. **Neighbor Comments.**
Persons may address the Board of Directors on items not on the agenda; please observe the time limit of three (3) minutes. Members of the Board cannot comment on or deliberate statements of the public except as authorized by Section 551.042 of the Texas Government Code.
4. **Consent Agenda.**
 - a. Approve minutes from the October 5, 2023, Joint Community Development Corporation and Economic Development Corporation Meeting. (CDC)
 - b. Approve minutes from the October 5, 2023, Joint Community Development Corporation and Economic Development Corporation Meeting. (EDC)
5. **Individual Consideration.**
 - a. Consider/Discuss/Action on a Resolution approving an Incentive Agreement with JFH Anna, LLC. (CDC)
6. **Director's Report.**
 - a. Sales Tax Update
 - b. ICSC Red River Update
 - c. Wayfinding & Entry Signage Update
7. **Closed Session.**
 - a. Deliberate regarding the purchase, exchange, lease or value of real property.

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.

(Tex. Gov't Code §551.072) possible property acquisition; possible land sale/purchase;

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

This is to certify that I, Joey Grisham, Director of Economic Development, posted this agenda at a place readily accessible to the public at the Anna City Hall and on the City Hall bulletin board at or before 5:00 p.m. on October 30, 2023.

Joey Grisham, Director of Economic
Development



AGENDA ITEM:
Neighbor Comments.

SUMMARY:

STAFF RECOMMENDATION:

ATTACHMENTS:

Item No. 3.

EDC/CDC Agenda
Staff Report

Meeting Date: 11/2/2023
Staff Contact:



Item No. 4.a.

EDC/CDC Agenda
Staff Report

Meeting Date: 11/2/2023
Staff Contact:

AGENDA ITEM:

Approve minutes from the October 5, 2023, Joint Community Development Corporation and Economic Development Corporation Meeting. (CDC)

SUMMARY:

STAFF RECOMMENDATION:

ATTACHMENTS:

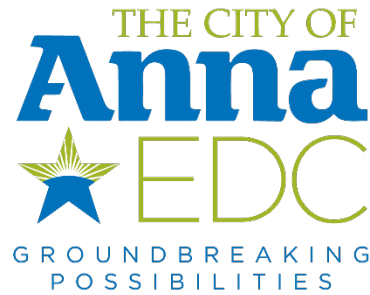
1. October 5_2023 CDC EDC Joint Meeting Minutes_Draft

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



Anna Community Development Corporation and Anna Economic Development Corporation Meeting Minutes

Thursday, October 5, 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, October 5, 2023, at the Anna Municipal Complex City Council City Council Chambers, located at 120 W. 7th Street Anna, Texas 75409.

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

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

1. **Call to Order, Roll Call, and Establishment of Quorum.**
The meeting was called to order by Board President Bruce Norwood at 6:00 p.m.
2. **Invocation and Pledge of Allegiance.**
Invocation and Pledge of Allegiance was led by Bruce Norwood
3. **Neighbor Comments.**
None.
4. **Consent Agenda.**
 - a. Approve minutes from the October 5, 2023, Joint Community Development Corporation and Economic Development Corporation Meeting. (CDC)
 - b. Approve minutes from the October 5, 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

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

5. Individual Consideration.

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

Joey Grisham and Bernie Parker explained that Bludot's service platform is a web solution that allows a local government's economic development team to manage, track, and engage with local business owners. This software is another tool to aid in local Business Retention and Expansion efforts. Joey and Bernie also stated this software, once built, and made available on our website, will allow our neighbors to interact and acquire information on industry-based businesses within Anna. Mr. Grisham stated their contract would be structured not to exceed \$6,000.

Kylee Kelly made a motion on behalf of the CDC to adopt a resolution approving an agreement with Bludot Technology for economic development services. Michelle Hawkins seconded the motion. All were in favor. Motion passed.

6. Director's Report.

- a. Strategic Plan Update
Joey Grisham presented September's CDC/EDC measurables and updated additional information from Anna's News Article in the Dallas Business Journal. Meadow Vista Public Improvement District was created at the September 26th City Council Meeting, NRP Meryl Street PFC Memorandum of Understanding was approved on September 26th. Mr. Grisham mentioned serving as a panelist at the REDnews Collin County Real Estate Summit.
- b. Downtown Update
Mr. Grisham and Mr. Parker gave an update/presentation from the Downtown Development Meeting that was held on September 26th for Downtown Business Leaders and Merchants. Downtown projects presented were roadway expansion, new parking construction, water and waste water improvements, Library and Plaza Construction, Zoning updates, and downtown incentive programs.

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

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

(Tex. Gov't Code §551.071); Grant program; Lease agreement and professional services contract.

- c. Discuss or deliberate Economic Development Negotiations: (1) To discuss or deliberate regarding commercial or financial information that the Board of Directors has received from a business prospect that the Board of Directors seeks to have locate, stay, or expand in or near the territory of the City of Anna and with which the Board is conducting economic development negotiations; or,
- (2) To deliberate the offer of a financial or other incentive to a business prospect described by subdivision (1). (Tex. Gov't Code §551.087) Anna Business Park Property; potential retail and medical projects.

Rocio Gonzalez made a motion to enter closed session. Ronnie Kerr seconded the motion. All were in favor. Motion passed. CDC Board entered closed session at 6:20 p.m.

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

Rocio Gonzalez made a motion to reconvene into open session. Kylee Kelly seconded the motion. All were in favor. Motion passed. The CDC reconvened into open session at 7:10 p.m.

Allison Inesta made a motion on behalf of the CDC to adopt a resolution approving an agreement for land transfer and economic development projects with the Anna Economic Development Corporation, and further approving the amount of \$250,000 to be paid by the CDC to the EDC. Michelle Hawkins seconded the motion. All were in favor. Motion passed. (CDC)

Allison Inesta made a motion on behalf of the EDC to adopt a resolution approving an agreement for land transfer and economic development projects with the Anna Community Development Corporation, and further approving the execution and delivery of a special warranty deed transferring ownership of the Incube property to the CDC as said property is described in the agreement attached to the resolution as Exhibit A. Bruce Norwood seconded the motion. All were in favor. Motion passed. (EDC)

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

Mr. Parker stated upcoming Anna's Events: October 7th Anna Fest, October 21st Boo Bash.

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

10. **Adjourn.**

*Kylee Kelley a motion to adjourn the meeting at 7:12 p.m. Ronnie Kerr 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: 11/2/2023
Staff Contact:

AGENDA ITEM:

Approve minutes from the October 5, 2023, Joint Community Development Corporation and Economic Development Corporation Meeting. (EDC)

SUMMARY:

STAFF RECOMMENDATION:

ATTACHMENTS:

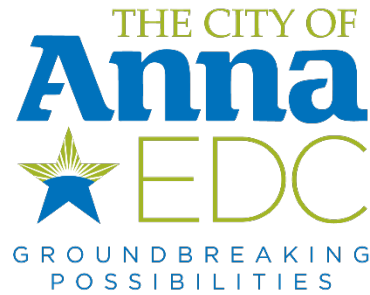
1. October 5_2023 CDC EDC Joint Meeting Minutes_Draft

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



Anna Community Development Corporation and Anna Economic Development Corporation Meeting Minutes

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

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

1. **Call to Order, Roll Call, and Establishment of Quorum.**
The meeting was called to order by Board President Bruce Norwood at 6:00 p.m.
2. **Invocation and Pledge of Allegiance.**
Invocation and Pledge of Allegiance was led by Bruce Norwood
3. **Neighbor Comments.**
None.
4. **Consent Agenda.**
 - a. Approve minutes from the October 5, 2023, Joint Community Development Corporation and Economic Development Corporation Meeting. (CDC)
 - b. Approve minutes from the October 5, 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

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

5. Individual Consideration.

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

Joey Grisham and Bernie Parker explained that Bludot's service platform is a web solution that allows a local government's economic development team to manage, track, and engage with local business owners. This software is another tool to aid in local Business Retention and Expansion efforts. Joey and Bernie also stated this software, once built, and made available on our website, will allow our neighbors to interact and acquire information on industry-based businesses within Anna. Mr. Grisham stated their contract would be structured not to exceed \$6,000.

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- a. Strategic Plan Update
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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

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

(Tex. Gov't Code §551.071); Grant program; Lease agreement and professional services contract.

- c. Discuss or deliberate Economic Development Negotiations: (1) To discuss or deliberate regarding commercial or financial information that the Board of Directors has received from a business prospect that the Board of Directors seeks to have locate, stay, or expand in or near the territory of the City of Anna and with which the Board is conducting economic development negotiations; or,
- (2) To deliberate the offer of a financial or other incentive to a business prospect described by subdivision (1). (Tex. Gov't Code §551.087) Anna Business Park Property; potential retail and medical projects.

Rocio Gonzalez made a motion to enter closed session. Ronnie Kerr seconded the motion. All were in favor. Motion passed. CDC Board entered closed session at 6:20 p.m.

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

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Allison Inesta made a motion on behalf of the CDC to adopt a resolution approving an agreement for land transfer and economic development projects with the Anna Economic Development Corporation, and further approving the amount of \$250,000 to be paid by the CDC to the EDC. Michelle Hawkins seconded the motion. All were in favor. Motion passed. (CDC)

Allison Inesta made a motion on behalf of the EDC to adopt a resolution approving an agreement for land transfer and economic development projects with the Anna Community Development Corporation, and further approving the execution and delivery of a special warranty deed transferring ownership of the Incube property to the CDC as said property is described in the agreement attached to the resolution as Exhibit A. Bruce Norwood seconded the motion. All were in favor. Motion passed. (EDC)

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

Mr. Parker stated upcoming Anna's Events: October 7th Anna Fest, October 21st Boo Bash.

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

10. **Adjourn.**

*Kylee Kelley a motion to adjourn the meeting at 7:12 p.m. Ronnie Kerr 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: 11/2/2023
Staff Contact:



Item No. 5.a.

EDC/CDC Agenda
Staff Report

Meeting Date: 11/2/2023
Staff Contact:

AGENDA ITEM:

Consider/Discuss/Action on a Resolution approving an Incentive Agreement with JFH Anna, LLC. (CDC)

SUMMARY:

JF Holdings is looking to build a Chipotle Restaurant in Anna and inquired about incentives to help with the project. The grant will include a one-time payment of \$75,000 from the CDC once the requirements have been met. This includes the construction of a 2,300 square foot Chipotle, creating a minimum of 10 jobs, a capital investment of at least \$1.1 million, and receiving a CO by August 2025.

STAFF RECOMMENDATION:

Approve.

ATTACHMENTS:

1. JFH Anna Resolution
2. Chipotle Incentive Agreement C08009D20231031CR1 clean

ANNA COMMUNITY DEVELOPMENT CORPORATION

RESOLUTION NO. _____

**A RESOLUTION OF THE ANNA COMMUNITY DEVELOPMENT CORPORATION
APPROVING AND AUTHORIZING AN INCENTIVE AGREEMENT FOR NEW
ECONOMIC DEVELOPMENT WITH JFH ANNA, LLC**

WHEREAS, the Developer owns real property or is under contract to purchase real property consisting of approximately 0.787 acres comprising Block A, Lot 10R of the Anna Town Center Addition described and depicted in further detail in the replat attached hereto as Exhibit A (the "Property"); and

WHEREAS, the Property is currently undeveloped and the Developer plans to develop the Property and use the Property solely as the site for a Chipotle Mexican Grill restaurant; (the "Restaurant"); and

WHEREAS, as an incentive to develop the Restaurant, the Developer has requested a grant of funds from the CDC (the "Grant"); and

WHEREAS, for the reasons stated above, the CDC is willing to provide the Grant if certain conditions and deadlines are met as set forth in this Agreement;

**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 Incentive Agreement

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

PASSED AND APPROVED by the Anna Community Development Corporation this 2nd day of November 2023.

APPROVED:

ATTEST:

Bruce Norwood, CDC President

Rocio Gonzalez, CDC Secretary

INCENTIVE AGREEMENT FOR NEW ECONOMIC DEVELOPMENT

THIS INCENTIVE AGREEMENT FOR NEW ECONOMIC DEVELOPMENT (this “Agreement”) is entered into by and between the Anna Community Development Corporation, a Texas type b development corporation (the “CDC”) and JFH Anna LLC, a Texas limited liability company (“Developer”).

WHEREAS, Developer owns real property or is under contract to purchase real property consisting of approximately 0.787 acres comprising Block A, Lot 10R of the Anna Town Center Addition described and depicted in further detail in the replat attached hereto as **Exhibit A** (the “Property”); and

WHEREAS, the Property is currently undeveloped and the Developer plans to develop the Property and use the Property solely as the site for a Chipotle Mexican Grill restaurant; (the “Restaurant”); and

WHEREAS, the City of Anna, Texas (the “City”) currently lacks an establishment similar to the Restaurant to serve as an eatery to meet the needs of the City and nearby areas; and

WHEREAS, it is projected that the location and operation of the Restaurant in the City will directly create a minimum of 10 jobs; and

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

WHEREAS, as an incentive to develop the Restaurant, the Developer has requested a grant of funds from the CDC (the “Grant”); and

WHEREAS, for the reasons stated above, the CDC is willing to provide the Grant if certain conditions and deadlines are met as set forth in this Agreement;

NOW, THEREFORE, in consideration of the covenants, promises, and conditions stated in this Agreement, the CDC and Developer agree as follows:

Section 1. Effective Date.

The Effective Date of this Agreement shall be the date that the last of the following events have occurred: (1) the CDC Board of Directors has approved this Agreement; (2) the City of Anna, Texas City Council (“City Council”) has approved of the CDC entering into this Agreement; and (3) Developer has duly executed this Agreement and delivered same to the City.

Section 2. Term and Termination.

The term of this Agreement shall commence on the Effective Date and—unless terminated earlier under the provisions of this Agreement—terminate on the earlier of August 21, 2025 or the date that: (a) the Developer has obtained the Certificate of Occupancy; and (b) the CDC has paid the Developer in the amount of the Grant.

Section 3. Recitals Incorporated and Definitions.

3.01 The recitals in the preamble to this Agreement are hereby incorporated for all purposes.

3.02 The following words or phrases shall have the following meanings:

“Certificate of Occupancy” means a document entitled “Certificate of Occupancy” (or other similar title) issued by the City upon substantial completion of the Restaurant in accordance with applicable City Regulations. A Certificate of Occupancy shall not include a certificate issued in error, mistake or misrepresentation of facts, and shall not include any temporary certificate of occupancy or other document authorizing temporary or conditional occupancy.

“City” means the City of Anna, Texas, a home-rule municipality.

“City Code” means the Anna City Code of Ordinances.

“City Council” means the governing body of the City of Anna, Texas.

“City Manager” means the City Manager of the City of Anna, Texas.

“City Regulations” mean City Code provisions, ordinances, design standards, uniform codes, and other policies duly adopted by the City.

“Grant” means a one-time lump-sum payment in the amount of \$75,000 to be paid by the CDC to Developer conditioned upon Developer meeting its obligations under this Agreement.

“Development” means the development of the Property including the construction of Public Improvements, if any, necessary to serve the Property, the features shown on the preliminary site plan—as may be modified with the City’s approval—attached herein as **Exhibit B**, and the construction of the Restaurant.

“Parties” mean the CDC and Developer.

“Property” means the real property consisting of approximately 0.787 acres comprising Block A, Lot 10R of the Anna Town Center Addition described and depicted in further detail in the replat attached hereto as **Exhibit A**.

“Public Improvements” mean all water, wastewater/sanitary sewer, detention and drainage, roadway, park and trail, street lighting, and other infrastructure, if any, necessary to serve the full development of the Property and/or to be constructed and dedicated to the City or others for public use or as public utilities incident to the Development.

“Restaurant” means an enclosed air-condition space that is at least 2,300 square feet of interior space operating as a Mexican eatery owned or affiliated with and operating as one of many locations doing business as Chipotle Mexican Grill, each such eateries being affiliated with that certain publicly traded food service company with a listing on NYSE as CMG.

Section 4. Developer Obligations. The obligations set forth in this Section 4 are conditions for the CDC to pay the Grant.

4.01. Construction, Location and Operation of the Restaurant. The Restaurant shall be located within the Property and developed consistent with the preliminary site plan attached hereto as **Exhibit B** (or as such plans may be approved by the City). Construction work on buildings, site improvements, and all other actions necessary or required by City Regulations for issuance of a Certificate of Occupancy must be completed on or before August 31, 2025. In addition to the foregoing, Developer must make capital investments totaling at least \$1,100,000 in the form of improvements and/or permanent fixtures to the Property.

4.02. Maintenance Bond. Developer shall execute or cause to be executed one or more valid Maintenance Bonds to the extent required under applicable City Regulations that guarantee the costs of any repairs which may become necessary to any part of the construction work performed in connection with Public Improvements, if any, constructed or caused to be constructed by Developer to serve the Restaurant, arising from defective workmanship or materials used therein, for a full period of two years from the date of final acceptance of such Public Improvements.

4.03. Public Improvements Generally. Developer shall provide or cause to be provided all Public Improvements that may be required by this Agreement or by City Regulations in connection with development of the Property, such as streets, utilities, drainage, sidewalks, trails, street lighting, street signage, and all other required improvements, at no cost to the City or the CDC and in accordance with City Regulations, and as approved by the City’s engineer or his or her agent. Developer shall cause the timely installation of such improvements in accordance with the City Regulations unless otherwise approved herein. Developer shall provide engineering studies, plan/profile sheets, and other construction documents at the time of platting as required by City

Regulations. Such plans must be approved by the City's engineer or his or her agent prior to approval of a final plat of any portion of the development of the Property. Construction of such improvements shall not be initiated until a preconstruction conference has been held regarding the proposed construction and City has issued a written notice to proceed.

4.04. Approval of Plats/Plans. Approval by the City, the City's Engineer or other City employee or representative, of any plans, designs or specifications submitted by Developer pursuant to this Agreement or pursuant to City Regulations shall not constitute or be deemed to be a release of the responsibility and liability of Developer, its engineer, employees, officers or agents for the accuracy and competency of their design and specifications. Further, any such approvals shall not be deemed to be an assumption of such responsibility and liability by the City for any defect in the design and specifications prepared by Designer's engineer, his officers, agents, servants or employees.

4.05. Insurance.

(a) Developer shall or shall cause the construction contractor(s) that will perform the construction work related to the development of the Property to acquire and maintain, during the period of time when any such construction is underway (and until the full and final completion of such construction: (a) workers compensation insurance in the amount required by law; and (b) commercial general liability insurance including personal injury liability, premises operations liability, and contractual liability, covering, but not limited to, the liability assumed under any indemnification provisions of this Agreement, with limits of liability for bodily injury, death and property damage of not less than \$1,000,000.00.

(b) Coverage must be on a "per occurrence" basis. All such insurance shall: (i) be issued by a carrier which is rated "A-1" or better by A.M. Best's Key Rating Guide and licensed to do business in the State of Texas; and (ii) name the City and the CDC additional insureds and contain a waiver of subrogation endorsement in favor of the City and the CDC. Upon request by the CDC, Developer shall provide to the CDC certificates of insurance evidencing such insurance coverage together with the declaration of such policies, along with the endorsement naming the City and the CDC as additional insureds; provided, however that the endorsement naming the City and the CDC as additional insureds shall only be required to the extent that the Developer constructs or causes to be constructed Public Improvements required for the development of the Property. Each such policy shall provide that, at least 30 days prior to the cancellation, non-renewal or modification of same, the City and the CDC shall receive written notice of such cancellation, non-renewal or modification.

4.06. Developer Pays All Fees and Costs. As a condition to receiving the Grant, Developer must timely pay, or cause third parties to timely pay its engineering, planning, accounting, architectural, legal fees and expenses, survey, testing, laboratory costs, license fees, development fees, land clearing and grading costs, advertising and other

bidding costs, amounts due under construction contracts, costs of labor and material, inspection fees, impact fees, insurance premiums, bond premiums (if applicable), interest, carry cost, financing fees, and all other fees, costs and expenses incurred in connection with Public Improvements, if any, required for the development of the Property.

4.07. City Regulations. Developer acknowledges that development of the Property must comply with all applicable City Regulations. Except to the extent this Agreement provides for stricter or more restrictive requirements than those in applicable City Regulations, the applicable City Regulations shall control.

Section 5. Grant.

Provided that this Agreement is still in effect and has not been terminated by the CDC under Section 2.02 or other applicable provision of this Agreement, the CDC shall pay to Developer the Grant within 30 days of Developer's written request for same provided that Developer is not in breach of this Agreement and Developer has timely and fully satisfied all of its obligations under this Agreement including without limitation the obligations and the deadlines set forth under Section 4.01.

Section 6. Intentionally Deleted.

Section 7. Warranties. The accuracy of the warranties set forth in this Section 7 are conditions for the CDC to pay the Grant. Developer shall notify the CDC if and when any of the following warnings are no longer accurate. The failure to so notify the CDC is a material breach of this Agreement. Developer warrants and represents to the CDC the following:

7.01. Developer is a Texas limited liability company duly organized, validly existing, and in good standing under the laws of the State of Texas. Developer has all corporate power and authority to carry on its business as presently conducted in the State of Texas.

7.02. Developer has the authority to enter into and perform, and will perform, the terms of this Agreement to the best of its ability.

7.03. Developer has timely filed and will timely file all local, State, and Federal tax reports and returns required by law to be filed and all taxes, assessments, fees, and other governmental charges related to the Development, including applicable ad valorem taxes, have been timely paid, and will be timely paid, during the term of this Agreement.

7.04. Any entity(ies)/individual(s) executing this Agreement on behalf of Developer are duly authorized to execute this Agreement on behalf of Developer.

7.05. In accordance with Chapter 2264 of the Texas Government Code, Developer certifies that neither it, nor a branch, division, or department of Developer, will ever knowingly employ an undocumented worker and that if, after receiving any public subsidies under this Agreement, Developer, or a branch, division, or department of Developer, is convicted of a violation under 8 U.S.C. §1324a(f), as amended or recodified, Developer shall repay the total amount of all public subsidies and/or incentives theretofore received under this Agreement with interest at two percent (2%) per annum not later than the 120th day after the date the CDC notifies Developer in writing of the violation. The Developer does not boycott Israel and will not boycott Israel during the term of this Agreement.

7.06. No litigation or governmental proceeding is pending or, to the knowledge of Developer and its general partner and officers, is threatened against or affecting Developer, or the Development or the Property, that may result in any material adverse change in Developer's business, properties or operation.

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

Section 8. Miscellaneous.

8.01. Compliance with Laws. Developer shall observe and obey all applicable laws, ordinances, regulations, and rules of the Federal, State, county, and municipal governments related to the Development.

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

8.03. Time Periods. Time is of the essence in the performance of this Agreement.

8.04. Force Majeure. If the CDC or Developer are prevented, wholly or in part, from fulfilling their respective obligations under this Agreement, by reason of any act of God, unavoidable accident, acts of enemies, fires, floods, governmental restraint or regulation, war, riot, civil commotion, insurrection, inclement weather, floods, shortages of labor or materials, strikes, other events of force majeure, or by reason of circumstances beyond its control, then the obligations of the CDC or Developer are temporarily suspended during continuation of the force majeure. If either party's obligation is affected by any of the causes of force majeure, the party affected shall promptly notify the other party in writing, giving full particulars of the force majeure as soon as possible after the

occurrence of the cause or causes relied upon. A party that has claimed the right to temporarily suspend its performance shall provide written reports to the other party at least once every other week detailing: (i) the extent to which the force majeure event or circumstance continue to prevent the party's performance; (ii) all of the measures being employed to regain the ability to perform; and (iii) the projected date upon which the party will be able to resume performance, which projected date the parties agree and acknowledge is only an estimate and not a binding commitment by the party claiming force majeure.

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

8.06. INDEMNITY. DEVELOPER COVENANTS TO FULLY INDEMNIFY, DEFEND, SAVE, AND HOLD HARMLESS THE CITY AND THE CDC, AND THEIR RESPECTIVE OFFICERS, EMPLOYEES, REPRESENTATIVES, AND AGENTS FROM AND AGAINST ANY AND ALL CLAIMS OR SUITS FOR PROPERTY DAMAGE OR LOSS AND/OR PERSONAL INJURY, INCLUDING WITHOUT LIMITATION DEATH, TO ANY AND ALL PERSONS, OF WHATSOEVER KIND OR CHARACTER, WHETHER REAL OR ASSERTED (INCLUDING, WITHOUT LIMITATION, REASONABLE FEES AND ASSOCIATED EXPENSES OF ATTORNEYS, EXPERT WITNESSES AND OTHER CONSULTANTS) ARISING OUT OF OR IN CONNECTION WITH, DIRECTLY OR INDIRECTLY, THE NEGLIGENT OR OTHERWISE WRONGFUL ACTS OR OMISSIONS OF DEVELOPER, ITS AGENTS, SERVANTS, CONTRACTORS, SUBCONTRACTORS, MATERIAL MEN OR EMPLOYEES THAT RELATE IN ANY MANNER TO DEVELOPER'S PERFORMANCE OF THIS AGREEMENT OR TO THE DESIGN, CONSTRUCTION OR INSTALLATION OF THE PUBLIC IMPROVEMENTS, IF ANY, OR ANY OTHER IMPROVEMENTS OR CONSTRUCTION RELATED TO THE DEVELOPMENT, INCLUDING WITHOUT LIMITATION INJURY OR DAMAGE TO PUBLIC PROPERTY. THE INDEMNITY PROVIDED FOR ABOVE SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF CITY AND DEVELOPER,

RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY OR THE CDC UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. DEVELOPER'S OBLIGATIONS UNDER THIS SECTION 8.06 SHALL SURVIVE THE TERM OF THIS AGREEMENT.

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

- (a) The CDC reasonably and in good faith determines that any representation or warranty on behalf of Developer contained in this Agreement or in any financial statement, certificate, report, or opinion submitted to the CDC in connection with this Agreement was incorrect or misleading in any material respect when made.
- (b) Any attachment or other levy against the Development or any portion thereof with respect to a claim, excluding mechanic's and materialman's liens, remains unpaid, undischarged, or not dismissed for a period of 120 days.
- (c) Developer makes an assignment for the benefit of creditors.
- (d) Developer files a voluntary petition in bankruptcy or is adjudicated insolvent or bankrupt.
- (e) If taxes owed to the City by Developer become delinquent, and Developer fails to timely and properly follow the legal procedures for protest or contest.
- (f) Developer fails to timely, fully and completely comply with any one or more of the material requirements, obligations, duties, terms, conditions or warranties of this Agreement.

8.08. Notice of Default. Should the CDC determine that Developer is in default of any provision(s) of this Agreement, the CDC shall notify Developer in writing of the event of default, providing 30 days from the date of said written notice for Developer to cure the event of default (the "Cure Period").

8.09. Results of Uncured Default by Developer. If Developer does not fully cure all defaults during an applicable Cure Period, the Developer shall no longer be entitled to the Grant under this Agreement.

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

8.11. Limitation of Remedies. Developer specifically agrees that the CDC shall not be liable to Developer for any actual or consequential damages, direct or indirect, interest, attorney fees or related expenses, or cost of court for any act of default by the CDC under the terms of this Agreement and that Developer's remedies shall be strictly limited to that of specific performance of the CDC's obligations under this Agreement.

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

DEVELOPER:

JFH Anna LLC
Attn: Clark Johnson
3811 Turtle Creek Blvd, Suite 1715
Dallas, Texas 75219

CDC: Anna Community Development Corporation
Attn: Joey Grisham
120 W. 7th Street
Anna, Texas 75409

Wolfe, Tidwell & McCoy, LLP
Attn: Clark McCoy
2591 Dallas Parkway, Suite 300
Frisco, Texas 75034

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

8.13. Incorporation of Other Documents. The Exhibits referenced in this Agreement and attached hereto are incorporated herein as if set forth in full for all purposes. Said Exhibits include the following:

Exhibit A, Replat and Description of the Property
Exhibit B, Preliminary Site Plan

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

8.15. Relationship of Parties. In performing this Agreement, both the CDC and Developer will act in an individual capacity, and not as agents, representatives, employees, employers, partners, joint-venturers, or associates of one another. The employees or agents of either party may not be, nor be construed to be, the employees or agents of the other party for any purpose. At no time shall the CDC have any control over or charge of Developer's design, construction or installation of any of the construction or improvements that are the subject of this Agreement, nor the means, methods, techniques, sequences or procedures utilized for said design, construction or installation. This Agreement does not create a joint enterprise between the CDC and Developer.

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

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

8.18. Venue. Venue for any legal action related to this Agreement is in a state district court in Collin County, Texas.

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

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

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

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

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

8.24. Recording. The Parties agree that neither this Agreement, nor any memorandum or short form of this Agreement, shall be recorded.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

EXECUTED BY THE PARTIES:

JFH Anna LLC, a Texas limited liability company

By: _____
Clark Johnson, its manager

State of Texas
County of Dallas

Before me, on this day personally appeared Clark Johnson, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in his capacity as Manager of JFH Anna LLC, a Texas limited liability company, on behalf of said company for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____ 2023.

Notary – State of Texas

ANNA COMMUNITY DEVELOPMENT CORPORATION

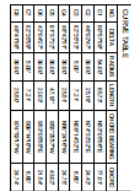
By: _____
Bruce Norwood, its President

State of Texas
County of Collin

Before me, on this day personally appeared Bruce Norwood known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in his capacity as President of the Anna Community Development Corporation.

Given under my hand and seal of office this _____ day of _____ 2023.

Notary – State of Texas

[illegible]

OWNERS CERTIFICATION

Printed Name _____
Library Public or another "Public" Name _____
My Certificate ID Number _____

Approved This _____ day of _____, 2002,
by the City Clerk of the City of _____.

Mayor _____
City Secretary _____

VICINITY MAP

NOT TO SCALE

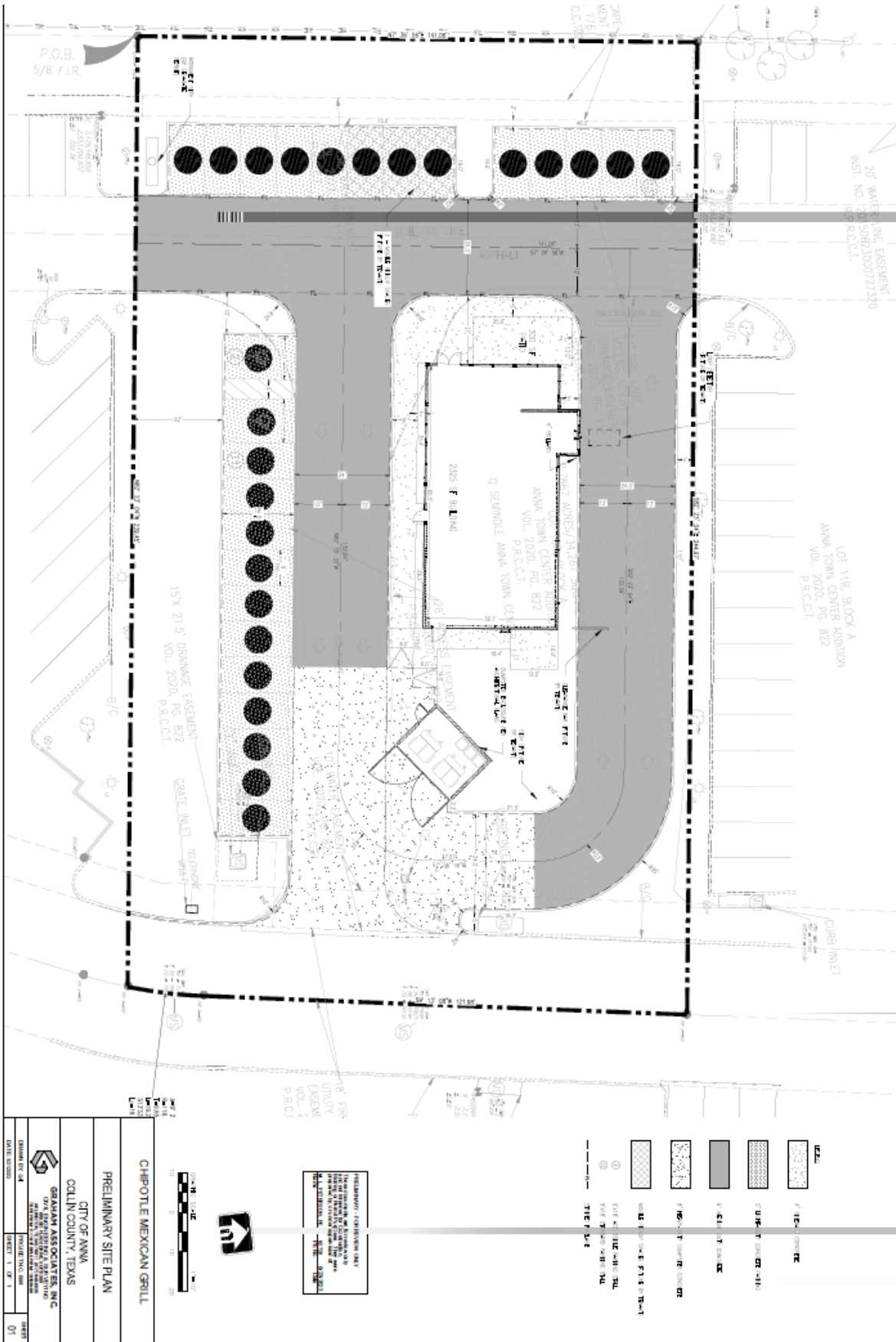
APPROVED
MARCH 8, 2022
CITY COUNCIL
CITY OF ANNA

**ANNA TOWN CENTER
ADDITION
BLOCK A, LOTS 10R & 11R
REPLAT OF BLOCK A, LOTS 10 AND 11
ANNA TOWN CENTER ADDITION, BLOCK A, LOTS
5-8, RECORDED IN VOLUME 2200, PAGE 822,
PLAT RECORDS, COLLIN COUNTY, TEXAS**

FEBRUARY 2022

Kimley»»Horn 6100 Parkway Parkway, Suite 210 Denver, CO 80231-1400 Tel: 303.733.9000 Fax: 303.733.9001 E-Mail: info@kimleyhorn.com Web: www.kimleyhorn.com	
Service 1. Highway Design (I-70, I-25, I-76) 2. Urban Design (Downtown Denver) 3. Transit Design (Light Rail) 4. Airport Design (Denver International) 5. Water Resources (Colorado River) 6. Environmental (Montezuma Well) 7. Historic Preservation (Old Denver) 8. Urban Planning (Denver Urban Plan) 9. Transportation Planning (Denver Regional Transportation Plan) 10. Traffic Engineering (Denver Traffic Study)	Staff 1. Principal: David Kimley 2. Principal: John Horn 3. Principal: Michael Kimley 4. Principal: Robert Horn 5. Principal: David Kimley 6. Principal: John Horn 7. Principal: Michael Kimley 8. Principal: Robert Horn 9. Principal: David Kimley 10. Principal: John Horn

Exhibit B **Preliminary Site Plan**





AGENDA ITEM:
Director's Report.

SUMMARY:

STAFF RECOMMENDATION:

ATTACHMENTS:

1. October 2023 Strategic Plan Update

Item No. 6.

EDC/CDC Agenda
Staff Report

Meeting Date: 11/2/2023
Staff Contact:

Economic Development Strategic Plan Highlights October 2023

- Anna's CDC/EDC was awarded a Gold MarCom for its new tradeshow booth and banners.
- Staff attended Texas Economic Development Council Annual Conference.
- Assistant Director presented to Anna's Neighbor Academy Fall Cohort and discussed Economic Development projects and initiatives.
- Staff met with several downtown landowners.



Measureables

September 2023



Real Estate Broker /
Developer Meetings: 13



Business Retention
Expansion Contacts: 4



Construction /
Architectural Meetings: 5



New Newsletter Subscribers:
28 (1,943 total)



New LinkedIn Followers: 28
(1,343 total)



AGENDA ITEM:
Sales Tax Update

SUMMARY:

STAFF RECOMMENDATION:

ATTACHMENTS:

Item No. 6.a.

EDC/CDC Agenda
Staff Report

Meeting Date: 11/2/2023
Staff Contact:



AGENDA ITEM:

ICSC Red River Update

SUMMARY:

STAFF RECOMMENDATION:

ATTACHMENTS:

Item No. 6.b.

EDC/CDC Agenda
Staff Report

Meeting Date: 11/2/2023
Staff Contact:



AGENDA ITEM:

Wayfinding & Entry Signage Update

SUMMARY:

STAFF RECOMMENDATION:

ATTACHMENTS:

Item No. 6.c.

EDC/CDC Agenda
Staff Report

Meeting Date: 11/2/2023
Staff Contact:



AGENDA ITEM:
Closed Session.

SUMMARY:

STAFF RECOMMENDATION:

ATTACHMENTS:

Item No. 7.

EDC/CDC Agenda
Staff Report

Meeting Date: 11/2/2023
Staff Contact:



Item No. 8.

EDC/CDC Agenda
Staff Report

Meeting Date: 11/2/2023
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: 11/2/2023
Staff Contact: