MEETING AGENDA
ANNA COMMUNITY DEVELOPMENT CORPORATION
AND
ANNA ECONOMIC DEVELOPMENT CORPORATION

Thursday, September 5, 2024 @ 6:00 PM

The CDC/EDC of the City of Anna will meet on 9/5/2024, at 6:00 PM in the Anna Municipal Complex-Council Chambers, located at 120 W. 7th Street, to consider the following items.

1. **Call to Order, Roll Call, and Establishment of Quorum.**
2. **Invocation and Pledge of Allegiance.**
3. **Neighbor Comments.**
   Persons may address the Board of Directors on items not on the agenda; please observe the time limit of three (3) minutes. Members of the Board cannot comment on or deliberate statements of the public except as authorized by Section 551.042 of the Texas Government Code.
4. **Consent Agenda.**
   a. Approve minutes from the August 1, 2024, Joint Community Development Corporation and Economic Development Corporation Meeting. (CDC)
   b. Approve minutes from the August 1, 2024, Joint Community Development Corporation and Economic Development Corporation Meeting. (EDC)
5. **Individual Consideration.**
   a. Receive a presentation on financial reports for the CDC & EDC.
   b. Consider/Discuss/Act on a resolution approving an agreement with Cooksey Communications for public relations and marketing services. (CDC)
   c. Consider/Discuss/Act on a resolution approving an agreement with Swimming Duck, LLC for digital media services. (CDC)
6. **Director's Report.**
   a. Strategic Plan Update
   b. Financial Report / Sales Tax Update

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.

c. Event Updates & Upcoming Events

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. Pending Contracts.

   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, Bernie Parker, Director of Economic Development, posted this Agenda on the City's website (www.annatexas.gov) and at the Anna Municipal Complex bulletin board at or before 5:00 p.m. on 8/30/2024.

Bernie Parker, Director of Economic Development

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

Item No. 3.

EDC/CDC Agenda
Staff Report

Meeting Date: 9/5/2024
Staff Contact:

AGENDA ITEM:
Neighbor Comments.

SUMMARY:

STAFF RECOMMENDATION:

ATTACHMENTS:

Item No. 4.a.

EDC/CDC Agenda
Staff Report

Meeting Date: 9/5/2024
Staff Contact:

AGENDA ITEM:
Approve minutes from the August 1, 2024, Joint Community Development Corporation and Economic Development Corporation Meeting. (CDC)

SUMMARY:
Review & approve the meeting minutes from the August 1, 2024, Joint CDC/EDC Meeting.

STAFF RECOMMENDATION:
Staff recommends approval.

ATTACHMENTS:
1. August 1_2024 CDC EDC Joint Meeting Minutes_Draft

Officers:
Bruce Norwood, President
Nate Pike, Vice-President
Michelle Hawkins, Secretary

Staff:
Bernie Parker, Director of Economic Development
Salena Tittle, Economic Development Manager

Anna Community Development Corporation and Anna Economic Development Corporation Meeting Minutes

Thursday, August 1, 2024, 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 1, 2024, at the Anna Municipal Complex in 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, Nate Pike, Kylee Kelley, Manny Singh, and Lamarr Dillingham. **CDC AND EDC Board Members Absent:** Michelle Hawkins and Allison Inesta. **Others Present:** Bernie Parker (Director of Economic Development), Salena Tittle (Economic Development Manager), David Overcash (City Attorney), Pete Cain (Mayor), & Jody Bills (Council Member).

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 Board President Bruce Norwood.

3. **Neighbor Comments.**

   None.

4. **Consent Agenda.**
   a. Approve minutes from the July 18, 2024, Joint Community Development Corporation and Economic Development Corporation Meeting. (CDC)
   b. Approve minutes from the July 18, 2024, Joint Community Development Corporation and Economic Development Corporation Meeting. (EDC)

Lamarr Dillingham made a motion on behalf of the CDC and EDC to approve the consent agenda. Nate Pike seconded the motion. All were in favor. Motion passed.

5. **Individual Consideration.**

There were no individual consideration items.

6. **Director's Report.**

a. Strategic Plan Update

Bernie Parker updated the Board on staff's recent accomplishments & attended events.

b. Financial Report/Sales Tax Update

Bernie Parker presented updated information on increased sales tax and that the city is already up 18% higher than where we were last year.

c. Event Updates & Upcoming Events

Bernie Parker provided the Board with all of the information on the upcoming 2024 Development Forum which will be held on August 29th.

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. Pending Contracts.

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.

Officers:
Bruce Norwood, President
Nate Pike, Vice-President
Michelle Hawkins, Secretary

Staff:
Bernie Parker, Director of Economic Development
Salena Tittle, Economic Development Manager

Manny Singh made a motion to enter into closed session. Kylee Kelley seconded the motion. All were in favor. Motion passed. The EDC/CDC Board entered into closed session at 6:07 p.m.

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

Bruce Norwood called the EDC/CDC Board meeting back into open session at 6:30 p.m.

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

There were no reports.

10. **Adjourn.**

Kylee Kelley made a motion that the Board adjourn the meeting. Manny Singh seconded the motion. All were in favor. Motion passed. The meeting was adjourned at 6:30 p.m.

APPROVED:

_____

Bruce Norwood

President of CDC/EDC

ATTESTED:

_____

Michelle Hawkins

Secretary of CDC/EDC

Item No. 4.b.

EDC/CDC Agenda
Staff Report

Meeting Date: 9/5/2024
Staff Contact:

AGENDA ITEM:
Approve minutes from the August 1, 2024, Joint Community Development Corporation and Economic Development Corporation Meeting. (EDC)

SUMMARY:
Review & approve the meeting minutes from the August 1, 2024, Joint CDC/EDC Meeting.

STAFF RECOMMENDATION:
Staff recommends approval.

ATTACHMENTS:
1. August 1_2024 CDC EDC Joint Meeting Minutes_Draft

Officers:
Bruce Norwood, President
Nate Pike, Vice-President
Michelle Hawkins, Secretary

Staff:
Bernie Parker, Director of Economic Development
Salena Tittle, Economic Development Manager

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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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, Nate Pike, Kylee Kelley, Manny Singh, and Lamarr Dillingham. **CDC AND EDC Board Members Absent:** Michelle Hawkins and Allison Inesta. **Others Present:** Bernie Parker (Director of Economic Development), Salena Tittle (Economic Development Manager), David Overcash (City Attorney), Pete Cain (Mayor), & Jody Bills (Council Member).

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 Board President Bruce Norwood.

3. **Neighbor Comments.**

   None.

4. **Consent Agenda.**
   a. Approve minutes from the July 18, 2024, Joint Community Development Corporation and Economic Development Corporation Meeting. (CDC)
   b. Approve minutes from the July 18, 2024, Joint Community Development Corporation and Economic Development Corporation Meeting. (EDC)

Lamarr Dillingham made a motion on behalf of the CDC and EDC to approve the consent agenda. Nate Pike seconded the motion. All were in favor. Motion passed.

5. **Individual Consideration.**

There were no individual consideration items.

6. **Director's Report.**

a. Strategic Plan Update

Bernie Parker updated the Board on staff's recent accomplishments & attended events.

b. Financial Report/Sales Tax Update

Bernie Parker presented updated information on increased sales tax and that the city is already up 18% higher than where we were last year.

c. Event Updates & Upcoming Events

Bernie Parker provided the Board with all of the information on the upcoming 2024 Development Forum which will be held on August 29th.

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. Pending Contracts.

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.

Officers:
Bruce Norwood, President
Nate Pike, Vice-President
Michelle Hawkins, Secretary

Staff:
Bernie Parker, Director of Economic Development
Salena Tittle, Economic Development Manager

Manny Singh made a motion to enter into closed session. Kylee Kelley seconded the motion. All were in favor. Motion passed. The EDC/CDC Board entered into closed session at 6:07 p.m.

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

Bruce Norwood called the EDC/CDC Board meeting back into open session at 6:30 p.m.

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

There were no reports.

10. **Adjourn.**

Kylee Kelley made a motion that the Board adjourn the meeting. Manny Singh seconded the motion. All were in favor. Motion passed. The meeting was adjourned at 6:30 p.m.

APPROVED:

_____

Bruce Norwood

President of CDC/EDC

ATTESTED:

_____

Michelle Hawkins

Secretary of CDC/EDC

EDC/CDC Agenda
Staff Report

Meeting Date: 9/5/2024
Staff Contact:

AGENDA ITEM:
Individual Consideration.

SUMMARY:

STAFF RECOMMENDATION:

ATTACHMENTS:

Item No. 5.a.

EDC/CDC Agenda
Staff Report

Meeting Date: 9/5/2024
Staff Contact:

AGENDA ITEM:
Receive a presentation on financial reports for the CDC & EDC.

SUMMARY:
The Finance Director will present CDC/EDC Financial Reports to the Board.

STAFF RECOMMENDATION:
N/A

ATTACHMENTS:

Item No. 5.b.

EDC/CDC Agenda
Staff Report

Meeting Date: 9/5/2024
Staff Contact:

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

SUMMARY:
The Anna CDC has enjoyed a strong partnership with Cooksey Communications since 2020 when they produced a comprehensive communications audit. Some of their work includes the creation of the EDC and CDC logos and tagline, helping develop key messaging, and connecting us with media opportunities. The results have been very impressive and staff recommends continuation of this partnership. Renewing this agreement allows for up of 30 hours per month. Highlights of the scope of work include: monthly consulting and strategy meetings, creative direction and brand development through website updates, imagery, public and media relations through news story pitches, showcasing Anna to targeted audiences, and managing the overall marketing campaign.

STAFF RECOMMENDATION:
Staff recommends approval.

ATTACHMENTS:
1. CDC Marketing Resolution 2023 Cooksey Communications
2. Cooksey LOA for Anna CDC FY25 8.12.24 (002)

ANNA COMMUNITY DEVELOPMENT CORPORATION

RESOLUTION NO. _____

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

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

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

Section 1. **Recitals Incorporated**

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

Section 2. **Approval of Funding**

The CDC hereby authorizes the Board President to execute a contract for marketing, advertising, and promotional services and to charge the CDC's contract services line item in an amount not to exceed $91,000 in the Fiscal Year 2024-2025 for marketing and promotional services for community and economic development purposes.

PASSED AND APPROVED by the Anna Community Development Corporation this 5th day of September 2024.

APPROVED:	ATTEST:
_____	_____
Bruce Norwood, CDC President	Michelle Hawkins, CDC Secretary

LETTER OF AGREEMENT

THIS AGREEMENT ("Agreement") is effective as of October 1, 2024 (the "Effective Date") by and between Cooksey Communications, Inc., a Texas corporation ("Cooksey" or "Contractor") whose address is 5525 N. MacArthur Blvd., Suite 530, Irving, Texas 75038; and the Anna Community Development Corporation ("Client"), whose office address is 120 W. 7th St., Anna, Texas 75409.

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

In consideration therefore, Client agrees to pay Cooksey a monthly retainer of SIX THOUSAND SEVEN HUNDRED FIFTY DOLLARS ($6,750) plus sales taxes if applicable, plus five percent (5%) monthly CSTIM of $337.50 covering routine expenses for the term of this Agreement, as outlined below. The monthly retainer will allow Cooksey to perform up to 30 hours of service per month, on average, at its current blended hourly rate of $225.

In addition, Client agrees to pay Cooksey a creative services project fee of TEN THOUSAND DOLLARS ($10,000) plus sales taxes if applicable, plus five percent (5%) CSTIM of $500 covering routine expenses for the term of this Agreement, as outlined below. The creative project fee will allow Cooksey to perform up to 45 hours of service at its current blended hourly rate of $225.

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

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

Scope of Work

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

- Consulting and Strategy (covered by $6,750 monthly retainer)
    - Participate in monthly progress calls/meetings with Client and digital media partner to discuss PR/marketing opportunities and needs, Client activities and upcoming initiatives
    - Facilitate additional client calls, as needed, to discuss PR/marketing strategy
- Public/Media Relations (covered by $6,750 monthly retainer)
    - Conduct proactive media outreach for potential inclusion in local and trade media news stories

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

- Creative Services (covered by $10,000 creative project fee)
  - Annual report
  - Updates to ad concepts and ongoing design
  - Updates to the marketing map
  - Minor updates to the tradeshow booth
  - Invitation design for the annual developer forum

Billing

Invoices for the current monthly retainer plus any applicable sales taxes and CSTIM fee will be pre-billed at the beginning of each month, with the first invoice submitted to the Client on October 1, 2024. The creative services project fee plus any applicable sales taxes and CSTIM fee will be billed in its entirety up-front on October 1, 2024.

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

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

Additional Fees/Hours

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

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

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

Expenses and Exclusions

Cooksey, for the benefit of the Client, may incur non-routine, third-party expenses in the course of implementing the requested services, including but not limited to such items as newswire services, clipping services, photography, outsourced printing costs and other expenses charged by third-party vendors. Any such third-party vendor expenses will be billed directly by the vendor to the Client, unless otherwise agreed to mutually by Cooksey and the Client. Expenses handled by Cooksey will incur a 15 percent (15%) markup. Any individual, third-party vendor expenses over $250 must be approved in advance, in writing, by the Client.

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

Client Services, Technology and Information Management (CSTIM) Fee

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

For the Anna Community Development Corporation monthly retainer of $6,750, the monthly CSTIM fee will be $337.50. For the creative services project fee, the CSTIM fee will be $500.

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

Media Buying and Sequential Liability

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

All Cooksey-submitted insertion orders and purchase orders shall make it clear that responsibility for payment to the media organization lies with the Client, not with Cooksey. Cooksey shall only be

responsible for timely payment to media when Cooksey has received timely payment from the Client. In cases where payment is not made in a timely manner to Cooksey, any late charges or other fees consequently assessed by the media organization shall be the sole responsibility of the Client.

Term of Service and Annual Inflationary Adjustment

Services addressed in this Agreement are expected to last from the Effective Date stipulated above through September 30, 2025.

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

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

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

Confidentiality

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

Indemnity

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

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

Client's Intellectual Property

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

Cooksey's Intellectual Property

Client shall not use or be entitled to any Cooksey intellectual property, including but not limited to media lists, Cooksey trademarks, trade dress, copyright, trade secrets or proprietary information,

without the express written permission of Cooksey or as otherwise expressly stipulated elsewhere in this Agreement. Granting a license to use in any one instance shall not be deemed to be a license in any other instance.

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

Agreed to and Accepted by:

_____	_____
Bruce Norwood, President **Anna Community Development Corporation**	Date
Colby Walton _____	August 12, 2024 _____
Colby Walton, Chairman and CEO **Cooksey Communications**	Date

Item No. 5.c.

EDC/CDC Agenda
Staff Report

Meeting Date: 9/5/2024
Staff Contact:

AGENDA ITEM:

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

SUMMARY:

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

STAFF RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

1. Digital Marketing Resolution 2024 Swimming Duck
2. Anna EDC Letter of Agreement 2024-2025 V3
3. Anna EDC 2023-2024 Performance Metrics

ANNA COMMUNITY DEVELOPMENT CORPORATION

RESOLUTION NO. _____

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

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

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

Section 1. **Recitals Incorporated**

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

Section 2. **Approval of Funding**

The CDC hereby authorizes the Economic Development Director to execute a contract attached hereto as Exhibit A for marketing, advertising, and promotional services and to charge the CDC's promotional line item in an amount not to exceed $45,000 in the Fiscal Year 2024-2025 for marketing and promotional services for community and economic development purposes.

PASSED AND APPROVED by the Anna Community Development Corporation this 5th day of September 2024.

APPROVED:	ATTEST:
_____	_____
Bruce Norwood, CDC President	Michelle Hawkins, CDC Secretary

469 227 3400
Swimming Duck, LLC
208 North Market Street
Suite 125
Dallas, Texas 75202

LETTER OF AGREEMENT 2024-2025 Version 3

August 19, 2024

469 227 3400
Swimming Duck, LLC
208 North Market Street
Suite 125
Dallas, Texas 75202

Swimming Duck LLC ("Agency") will provide digital media planning, buying, optimization and management services to the Anna Economic Development Corporation ("Client") beginning October 1, 2024. Specific services to be provided include but are not necessarily limited to the following:

- Planning, negotiating, placing and managing the FY 2025 October-September digital media buys. Exhibit I outlines the specifics of the proposed annual media buy.
- As part of our media management services, Agency will develop monthly media performance reports which will be shared with Client on a monthly Zoom call.

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

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

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

Gordon Law
President
Swimming Duck, LLC.
Date: August 19, 2024

Bernie Parker
Director
Anna Economic Development Corporation
Date:

469 227 3400
Swimming Duck, LLC
208 North Market Street
Suite 125
Dallas, Texas 75202

EXHIBIT I

Total Media Budget:	$45,000
Estimated Annual Impressions:	4,800,048
Estimated CPM (cost per thousand):	$9.37
Estimated CPC (cost per click):	$5.17
Target Audiences:	Commercial real estate owners and investors, business owners, site selectors, other job titles related to business growth and expansion. Additionally we will retarget people who went to the website.
Geography:	DFW and Houston

Initial Buy Details

- Media in-market 10 months of the Fiscal Year (excluding December and June)
    - Average $4,500 monthly spend
    - Average 480,005 monthly impressions
- Each month:
    - Cross device display (curated list data segments and predetermined websites)
    - Cross device website retargeting
    - Cross device video pre roll website retargeting
    - Added value cross device display (website retargeting, contextual targeting, behavioral targeting)

469 227 3400
Swimming Duck, LLC
208 North Market Street
Suite 125
Dallas, Texas 75202

2023-2024 PERFORMANCE METRICS

August 19, 2024

469 227 3400
Swimming Duck, LLC
208 North Market Street
Suite 125
Dallas, Texas 75202

The Ask

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

Media Measures

- Clicks
    - Since the start of the current fiscal year (October 2023) through July 2024, our digital advertising has been seen 4.95 million times and has caused 18,319 targeted consumers to click through to the website.
        - Our target audiences are commercial real estate brokers and business leaders in DFW
        - Our cost per click can be computed at $2.00.
- Conversions
    - The 18,319 people who clicked through to the Anna EDC website as a direct result of our advertising accounted for 863 conversions for a conversion rate of 4.7%.
        - We define conversions as persons who clicked the View Available Properties and/or the Download Area Map tabs and/or made a phone call or filled out a contact form.
    - Our cost per conversion can be computed at $42.43.

Item No. 6.

EDC/CDC Agenda
Staff Report

Meeting Date: 9/5/2024
Staff Contact:

AGENDA ITEM:
Director's Report.

SUMMARY:

STAFF RECOMMENDATION:

ATTACHMENTS:

Item No. 6.a.

EDC/CDC Agenda
Staff Report

Meeting Date: 9/5/2024
Staff Contact:

AGENDA ITEM:
Strategic Plan Update

SUMMARY:
Bernie Parker, Director of Economic Development, to give a brief overview of what staff has been working on and future initiatives.

STAFF RECOMMENDATION:
N/A

ATTACHMENTS:
1. August 2024 Strategic Plan Update

Economic Development Strategic Plan Highlights August 2024

- The Anna Economic Development Corporation recently hosted its fourth annual Development Forum. Mayor Pete Cain discussed the opportunities Anna has for future development, while AISD Superintendent Mike Comeaux and Dr. Brad Duncan provided insights into the current state of the district. Guest speaker Mr. Bill Sproul addressed Collin County's and the state's explosive growth, and EDC Director Bernie Parker highlighted the growth opportunities in Anna.

- REBUSINESS ONLINE featured an article ***"Palladium USA Completes $64Million Multifamily Project in Anna."***

- EDC Staff attended the Grand Opening of Fire Station 2.

- EDC staff had the honor of touring the Collin County Meals on Wheels facility and sat down with them to discuss their current and future needs as Anna is fast growing.

Measureables

August 2024

- Real Estate Broker / Developer Meetings: 6
- Business Retention Expansion Contacts: 5
- Construction / Architectural Meetings: 6
- New Newsletter Subscribers: 5 (2,142 total)
- New LinkedIn Followers: 14 (1,496 total)

Item No. 6.b.

EDC/CDC Agenda
Staff Report

Meeting Date: 9/5/2024
Staff Contact:

AGENDA ITEM:
Financial Report / Sales Tax Update

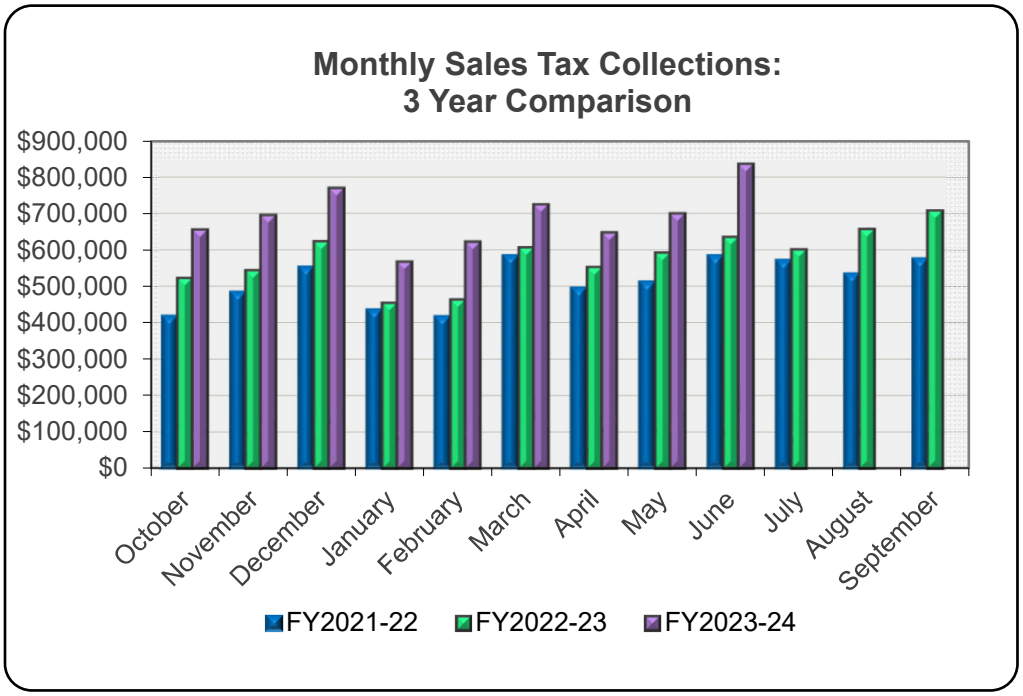
SUMMARY:
Bernie Parker, Director of Economic Development, to advise the Board on the overall sales tax for the month of June 2024, which is up roughly 31.5% from the previous year, June 2023.

STAFF RECOMMENDATION:
N/A

ATTACHMENTS:
1. 2024 Monthly Sales Tax Report

CITY OF ANNA
Schedule of Sales Tax Collections
For the month June 30, 2024

	2023-24 Collections Monthly	% Change from Prior Year	2022-23 Collections Monthly
October	$ 655,358	25.5%	$ 522,386
November	695,026	28.0%	542,873
December	768,837	23.5%	622,388
January	566,981	24.8%	454,358
February	621,381	34.2%	463,016
March	723,838	19.5%	605,483
April	647,636	17.4%	551,653
May	699,251	18.1%	591,858
June	835,007	31.5%	634,824
July			600,214
August			656,241
September			707,590
	$ 6,213,315		**$ 6,952,884**
Budget:	6,753,000	92.0%	6,753,100



Item No. 6.c.

EDC/CDC Agenda
Staff Report

Meeting Date: 9/5/2024
Staff Contact:

AGENDA ITEM:
Event Updates & Upcoming Events

SUMMARY:
2024 Anna Economic Development Forum Update:
EDC staff hosted the fourth annual Economic Development Forum on August 29th from 8:15 a.m. to 11:00 p.m. here at the Municipal Complex. The city introduction was made by Mayor Pete Cain, Anna ISD updates & reports were presented by Superintendent Michael Comeaux and Assistant Superintendent Brad Duncan, and Special Guest Speaker Bill Sproull provided his expertise & words of wisdom on the importance of economic development, not just within the region, but also within our fast-growing City of Anna.

Anna Fest:
The 2024 Anna Fest will be held on October 5th here at the Municipal Complex from 12:00 p.m. - 4:00 p.m. The event will have live music, great food, games, and a beer & wine garden. The City of Anna is looking for volunteers for this event, so if you are interested please speak with staff for more information or visit the city's website to fill out a volunteer application.

STAFF RECOMMENDATION:
N/A

ATTACHMENTS:

Item No. 7.

EDC/CDC Agenda
Staff Report

Meeting Date: 9/5/2024
Staff Contact:

AGENDA ITEM:
Closed Session.

SUMMARY:

STAFF RECOMMENDATION:

ATTACHMENTS:

Item No. 8.

EDC/CDC Agenda
Staff Report

Meeting Date: 9/5/2024
Staff Contact:

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

SUMMARY:

STAFF RECOMMENDATION:

ATTACHMENTS:

Item No. 10.

EDC/CDC Agenda
Staff Report

Meeting Date: 9/5/2024
Staff Contact:

AGENDA ITEM:
Adjourn.

SUMMARY:

STAFF RECOMMENDATION:

ATTACHMENTS: