

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

Thursday, January 8, 2026 @ 6:00 PM

The CDC/EDC of the City of Anna will meet on Thursday, January 8, 2026 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.**

***American Pledge:** I pledge allegiance to the flag of the United States of America, and to the republic for which it stands, one nation under God, indivisible and justice for all.*

***Texas Pledge:** Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible.*
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 December 11, 2025, Joint Community Development Corporation and Economic Development Corporation Meeting. (CDC)
 - b. Approve minutes from the December 11, 2025, Joint Community Development Corporation and Economic Development Corporation Meeting. (EDC)
5. **Items For Individual Consideration.**
 - a. Consider/Discuss/Action on the process of electing a Board President. (CDC & EDC)
 - b. Consider/Discuss/Action on the process of electing a Board Vice-President. (CDC & EDC)
 - c. Consider/Discuss/Action on the process of electing a Board Secretary. (CDC & EDC)
 - d. Consider/Discuss/Action on Resolution No. 2025-11-17 approving and authorizing the Director of Economic Development to enter into purchase and sale agreements and other real estate related transactions to buy or sell

- property on behalf of the Anna Community Development Corporation. (CDC)
- e. Consider/Discuss/Action on Resolution No. 2025-11-18 approving and authorizing the Director of Economic Development to enter into purchase and sale agreements and other real estate related transactions to buy or sell property on behalf of the Anna Economic Development Corporation. (EDC)
 - f. Consider/Discuss/Action on Resolution No. 2026-01-1 approving an Economic Development Incentive Agreement between the Anna Community Development Corporation and the Seitz Group, Inc. (CDC)
6. **Manager's Report.**
- a. Strategic Plan Update
 - b. Financial Report / Sales Tax Update
 - c. Event Updates / Upcoming Events / Reminders
7. **Closed Session.**
- a. 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.
 - b. Deliberate regarding the purchase, exchange, lease or value of real property. (Tex. Gov't Code §551.072) possible property acquisition; possible land sale/purchase.
 - c. Discuss or deliberate personnel matters: (1) to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or (2) to hear a complaint or charge against an officer or employee. (Tex. Gov't Code §551.074).
 - d. 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, Natasha Roach, Assistant 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 1/02/2026.

Natasha Roach,
Assistant 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.

In accordance with the Americans with Disabilities Act, it is the policy of the City of Anna to offer its public programs, services, and meetings in a manner that is readily accessible to everyone, including individuals with disabilities. If you are a person with a disability and require information or materials in an appropriate alternative format, or if you require any other accommodation, please contact the ADA Coordinator at least 48 working hours in advance of the event by emailing adacompliance@annatexas.gov. Advance notification within this guideline will enable the City to make reasonable arrangements to ensure accessibility.



“NOTICE OF POSSIBLE QUORUM”

Thursday, January 8, 2026 @ 6:00 PM

**CDC/EDC Meeting
Anna Municipal Complex, Council Chambers
120 W. 7th St.
Anna, Texas, 75409**

The Anna City Council may have a quorum in attendance at this meeting.

CDC/EDC Meeting

It is not a certainty that a Quorum or other number of members of a City Affiliated Body will attend the event; and

No vote or any other action will be taken by any Quorum or other number of members of a City-Affiliated Body that may be in attendance at the event; and

The attendance or nonattendance of the event by a Quorum or other number of members of a City-Affiliated Body is not an endorsement or any other type of statement in support of or against any event, topic, position or issue that may be the subject of or discussed at the Community Meeting.

This is to certify that I, Natasha Roach, Assistant Director of Economic Development, posted this Notice of Quorum at a place readily accessible to the public at the Anna City Hall and on the City Hall bulletin Board by 5:00 PM, 1/02/2026

Natasha Roach,
Assistant Director of Economic Development



Item No. 3.

EDC/CDC Agenda
Staff Report

Meeting Date: 1/8/2026
Staff Contact:

AGENDA ITEM:

Neighbor Comments.

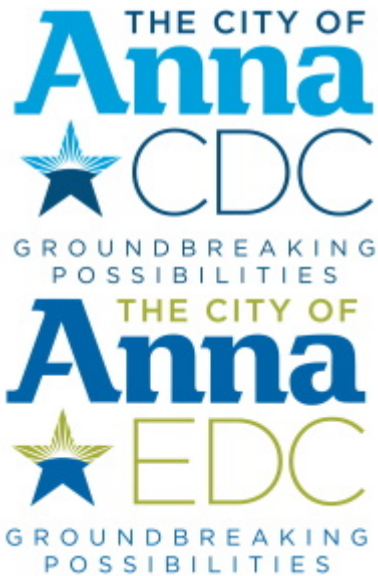
SUMMARY:

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.

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

ATTACHMENTS:



Item No. 4.a.

EDC/CDC Agenda
Staff Report

Meeting Date: 1/8/2026
Staff Contact: Salena Tittle

AGENDA ITEM:

Approve minutes from the December 11, 2025, Joint Community Development Corporation and Economic Development Corporation Meeting. (CDC)

SUMMARY:

Review and approve the meeting minutes from the December 11, 2025, Joint CDC/EDC Meeting.

FINANCIAL IMPACT:

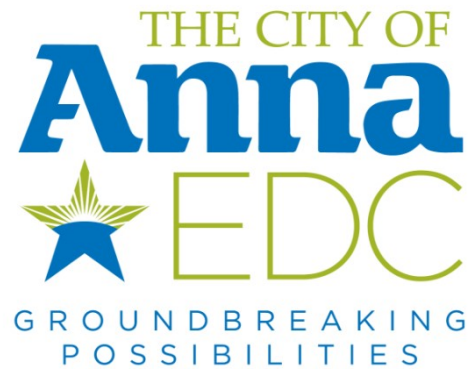
This item has no financial impact.

STAFF RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

1. December 11_2025 CDC EDC Joint Meeting Minutes_Draft



**Anna Community Development Corporation and
Anna Economic Development Corporation Meeting Minutes**

Thursday, December 11, 2025 @ 6:00 PM

The Anna Community Development Corporation and the Anna Economic Development Corporation conducted a joint meeting at 6:00 PM on Thursday, December 11, 2025, 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: [Agenda and Minutes](#)

1. Call to Order, Roll Call, and Establishment of Quorum.

The meeting was called to order by Board President Bruce Norwood at 6:00 PM.

Members Present:

Board President Bruce Norwood
Board Vice-President Manny Singh
Board Secretary Dwyke Williams
Board Member Rocio Gonzalez
Board Member Noah Nylander
Board Member Regina Leachman

Others Present:

Assistant Director Natasha Roach
Economic Development Manager Salena Tittle
City Attorney Clark McCoy
Council Member Stan Carver
Director of Development Services Kaleb Kentner

Absent:

Director of Economic Development Joey Grisham
Board Member Edward Culham

2. **Invocation and Pledge of Allegiance.**

Board Secretary Dwyke Williams led the Invocation.

Board Vice-President Manny Singh led the Pledge of Allegiance and the Texas Pledge.

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.

There were none.

Economic Development Manager Salena Tittle provided an update on the approved agreement with 4th and Main Barber Co. for internal and external building improvements through the downtown matching grant program. The improvements have been completed and the CDC presented 4th and Main Barber Co. with a \$20,000 check.

4. **Consent Agenda.**

- a. Approve minutes from the November 13, 2025, Joint Community Development Corporation and Economic Development Corporation Meeting. (CDC)
- b. Approve minutes from the November 13, 2025, Joint Community Development Corporation and Economic Development Corporation Meeting. (EDC)

MOTION: Board Member Noah Nylander made a motion on behalf of the CDC and EDC to approve Consent Agenda Items, 4a & 4b. Board Secretary Dwyke Williams seconded the motion. In a 6-0 vote, all were in favor. Motion passed.

5. **Individual Consideration.**

- a. Consider/Discuss/Action to approve Resolution No. 2025-12-19 approving a Professional Services Contract between the Anna Community Development Corporation and Toole Design Group, LLC for an Illustrative Plan for the Downtown District. (CDC)

MOTION: Board President Bruce Norwood made a motion on behalf of the CDC to approve Resolution No. 2025-12-19 approving and entering into a Professional Services Contract between the Anna Community Development Corporation and Toole Design Group, LLC. Board Member Regina Leachman seconded the motion. In a 6-0 vote, all were in favor. Motion passed.

- b. Consider/Discuss/Action on Resolution No. 2025-12-20 to approve a project of the Anna Community Development Corporation including entering into a Purchase and Sale Agreement to acquire property near the intersection of Powell Parkway and F.M. 455, and with a leaseback for property. (CDC)

MOTION: Board Member Rocio Gonzalez made a motion on behalf of the CDC to approve Resolution No. 2025-12-20 approving a project including entering into a Purchase and Sale Agreement to acquire property near the intersection of Powell Parkway and F.M. 455, and with a leaseback for property. Board Secretary Dwyke Williams seconded the motion. In a 6-0 vote, all were in favor. Motion passed.

- c. Consider/Discuss/Action on Resolution No. 2025-12-21 to approve a project of the Anna Economic Development Corporation including entering into a Purchase and Sale Contract to acquire property near the intersection of Hackberry Drive and N. Powell Parkway. (EDC)

MOTION: Board Secretary Dwyke Williams made a motion on behalf of the EDC to approve Resolution No. 2025-12-21 approving a project including entering into a Purchase and Sale Contract to acquire property near the intersection of Hackberry Drive and N. Powell Parkway. Board Member Noah Nylander seconded the motion. In a 6-0 vote, all were in favor. Motion passed.

6. **Manager's Report.**

- a. Strategic Plan Update

Economic Development Manager, Salena Tittle, gave a brief overview of the highlights for the month of November. Those highlights included: Grand Opening and Ribbon Cuttings, Professional Development, Sponsored Events, and Speaking Opportunities.

No Action Taken

- b. Financial Report / Sales Tax Update

Economic Development Manager, Salena Tittle, presented the Board with updated information on increased sales tax & CDC sales tax for the month of September 2025, which is up approximately 6% from the previous year.

No Action Taken

- c. Event Updates / Upcoming Events / Reminders

Economic Development Manager, Salena Tittle, provided an update on the Kroger Marketplace Groundbreaking Ceremony and reminded the Board of a couple of items: the city's 12 Days of Anna event and that the January meeting was moved to January 8th. Mrs. Tittle also reminded the Board to like, follow, and share the EDC's social media pages in order to continue getting the most up to date information to our local businesses and neighbors.

No Action Taken

- 7. **Closed Session.**

MOTION: Board Member Regina Leachman made a motion to enter into closed session. Board Secretary Dwyke Williams seconded the motion. In a 6-0 vote, all were in favor. Motion passed.

The CDC/EDC Board entered into closed session at 6:23 PM.

- a. 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.
- b. Deliberate regarding the purchase, exchange, lease or value of real property. (Tex. Gov't Code §551.072) possible property acquisition; possible land sale/purchase.
- c. Discuss or deliberate personnel matters: (1) to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a

public officer or employee; or, (2) to hear a complaint or charge against an officer or employee. (Tex. Gov't Code §551.074).

- d. 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.**

Board President Bruce Norwood called the CDC/EDC Board Meeting back into open session at 7:25 PM.

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

There were none.

10. **Adjourn.**

Board President Bruce Norwood adjourned the meeting at 7:26 PM.

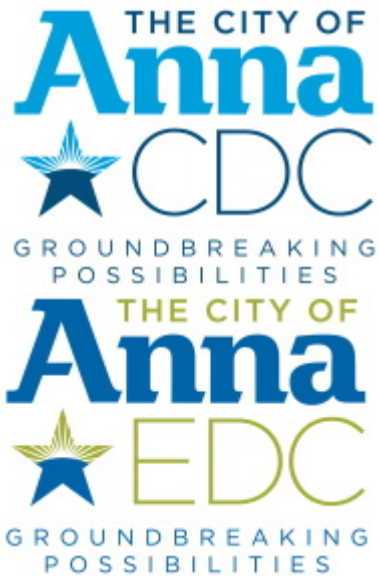
Approved on the 8th day of January, 2026.

APPROVED:

ATTESTED:

Bruce Norwood
President of CDC/EDC

Dwyke Williams
Secretary of CDC/EDC



Item No. 4.b.

EDC/CDC Agenda
Staff Report

Meeting Date: 1/8/2026

Staff Contact: Salena Tittle

AGENDA ITEM:

Approve minutes from the December 11, 2025, Joint Community Development Corporation and Economic Development Corporation Meeting. (EDC)

SUMMARY:

Review and approve the meeting minutes from the December 11, 2025, Joint CDC/EDC Meeting.

FINANCIAL IMPACT:

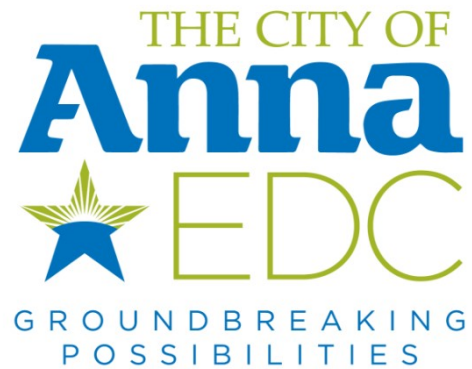
This item has no financial impact.

STAFF RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

1. December 11_2025 CDC EDC Joint Meeting Minutes_Draft



**Anna Community Development Corporation and
Anna Economic Development Corporation Meeting Minutes**

Thursday, December 11, 2025 @ 6:00 PM

The Anna Community Development Corporation and the Anna Economic Development Corporation conducted a joint meeting at 6:00 PM on Thursday, December 11, 2025, 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: [Agenda and Minutes](#)

1. Call to Order, Roll Call, and Establishment of Quorum.

The meeting was called to order by Board President Bruce Norwood at 6:00 PM.

Members Present:

Board President Bruce Norwood
Board Vice-President Manny Singh
Board Secretary Dwyke Williams
Board Member Rocio Gonzalez
Board Member Noah Nylander
Board Member Regina Leachman

Others Present:

Assistant Director Natasha Roach
Economic Development Manager Salena Tittle
City Attorney Clark McCoy
Council Member Stan Carver
Director of Development Services Kaleb Kentner

Absent:

Director of Economic Development Joey Grisham
Board Member Edward Culham

2. **Invocation and Pledge of Allegiance.**

Board Secretary Dwyke Williams led the Invocation.

Board Vice-President Manny Singh led the Pledge of Allegiance and the Texas Pledge.

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.

There were none.

Economic Development Manager Salena Tittle provided an update on the approved agreement with 4th and Main Barber Co. for internal and external building improvements through the downtown matching grant program. The improvements have been completed and the CDC presented 4th and Main Barber Co. with a \$20,000 check.

4. **Consent Agenda.**

- a. Approve minutes from the November 13, 2025, Joint Community Development Corporation and Economic Development Corporation Meeting. (CDC)
- b. Approve minutes from the November 13, 2025, Joint Community Development Corporation and Economic Development Corporation Meeting. (EDC)

MOTION: Board Member Noah Nylander made a motion on behalf of the CDC and EDC to approve Consent Agenda Items, 4a & 4b. Board Secretary Dwyke Williams seconded the motion. In a 6-0 vote, all were in favor. Motion passed.

5. **Individual Consideration.**

- a. Consider/Discuss/Action to approve Resolution No. 2025-12-19 approving a Professional Services Contract between the Anna Community Development Corporation and Toole Design Group, LLC for an Illustrative Plan for the Downtown District. (CDC)

MOTION: Board President Bruce Norwood made a motion on behalf of the CDC to approve Resolution No. 2025-12-19 approving and entering into a Professional Services Contract between the Anna Community Development Corporation and Toole Design Group, LLC. Board Member Regina Leachman seconded the motion. In a 6-0 vote, all were in favor. Motion passed.

- b. Consider/Discuss/Action on Resolution No. 2025-12-20 to approve a project of the Anna Community Development Corporation including entering into a Purchase and Sale Agreement to acquire property near the intersection of Powell Parkway and F.M. 455, and with a leaseback for property. (CDC)

MOTION: Board Member Rocio Gonzalez made a motion on behalf of the CDC to approve Resolution No. 2025-12-20 approving a project including entering into a Purchase and Sale Agreement to acquire property near the intersection of Powell Parkway and F.M. 455, and with a leaseback for property. Board Secretary Dwyke Williams seconded the motion. In a 6-0 vote, all were in favor. Motion passed.

- c. Consider/Discuss/Action on Resolution No. 2025-12-21 to approve a project of the Anna Economic Development Corporation including entering into a Purchase and Sale Contract to acquire property near the intersection of Hackberry Drive and N. Powell Parkway. (EDC)

MOTION: Board Secretary Dwyke Williams made a motion on behalf of the EDC to approve Resolution No. 2025-12-21 approving a project including entering into a Purchase and Sale Contract to acquire property near the intersection of Hackberry Drive and N. Powell Parkway. Board Member Noah Nylander seconded the motion. In a 6-0 vote, all were in favor. Motion passed.

6. **Manager's Report.**

- a. Strategic Plan Update

Economic Development Manager, Salena Tittle, gave a brief overview of the highlights for the month of November. Those highlights included: Grand Opening and Ribbon Cuttings, Professional Development, Sponsored Events, and Speaking Opportunities.

No Action Taken

- b. Financial Report / Sales Tax Update

Economic Development Manager, Salena Tittle, presented the Board with updated information on increased sales tax & CDC sales tax for the month of September 2025, which is up approximately 6% from the previous year.

No Action Taken

- c. Event Updates / Upcoming Events / Reminders

Economic Development Manager, Salena Tittle, provided an update on the Kroger Marketplace Groundbreaking Ceremony and reminded the Board of a couple of items: the city's 12 Days of Anna event and that the January meeting was moved to January 8th. Mrs. Tittle also reminded the Board to like, follow, and share the EDC's social media pages in order to continue getting the most up to date information to our local businesses and neighbors.

No Action Taken

- 7. **Closed Session.**

MOTION: Board Member Regina Leachman made a motion to enter into closed session. Board Secretary Dwyke Williams seconded the motion. In a 6-0 vote, all were in favor. Motion passed.

The CDC/EDC Board entered into closed session at 6:23 PM.

- a. 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.
- b. Deliberate regarding the purchase, exchange, lease or value of real property. (Tex. Gov't Code §551.072) possible property acquisition; possible land sale/purchase.
- c. Discuss or deliberate personnel matters: (1) to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a

public officer or employee; or, (2) to hear a complaint or charge against an officer or employee. (Tex. Gov't Code §551.074).

- d. 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.**

Board President Bruce Norwood called the CDC/EDC Board Meeting back into open session at 7:25 PM.

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

There were none.

10. **Adjourn.**

Board President Bruce Norwood adjourned the meeting at 7:26 PM.

Approved on the 8th day of January, 2026.

APPROVED:

ATTESTED:

Bruce Norwood
President of CDC/EDC

Dwyke Williams
Secretary of CDC/EDC



Item No. 5.a.

EDC/CDC Agenda
Staff Report

Meeting Date: 1/8/2026
Staff Contact: Salena Tittle

AGENDA ITEM:

Consider/Discuss/Action on the process of electing a Board President. (CDC & EDC)

SUMMARY:

This is the annual process of electing a Board President of your choosing to represent the CDC & EDC.

FINANCIAL IMPACT:

This item has no financial impact.

STAFF RECOMMENDATION:

N/A

ATTACHMENTS:



Item No. 5.b.

EDC/CDC Agenda
Staff Report

Meeting Date: 1/8/2026
Staff Contact: Salena Tittle

AGENDA ITEM:

Consider/Discuss/Action on the process of electing a Board Vice-President. (CDC & EDC)

SUMMARY:

This is the annual process of electing a Board Vice-President of your choosing to represent the CDC & EDC.

FINANCIAL IMPACT:

This item has no financial impact.

STAFF RECOMMENDATION:

N/A

ATTACHMENTS:



Item No. 5.c.

EDC/CDC Agenda
Staff Report

Meeting Date: 1/8/2026
Staff Contact: Salena Tittle

AGENDA ITEM:

Consider/Discuss/Action on the process of electing a Board Secretary. (CDC & EDC)

SUMMARY:

This is the annual process of electing a Board Secretary of your choosing to represent the CDC & EDC.

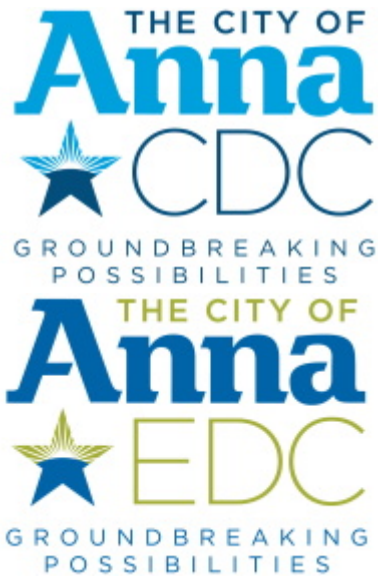
FINANCIAL IMPACT:

This item has no financial impact.

STAFF RECOMMENDATION:

N/A

ATTACHMENTS:



Item No. 5.d.

EDC/CDC Agenda
Staff Report

Meeting Date: 1/8/2026
Staff Contact: Natasha Roach

AGENDA ITEM:

Consider/Discuss/Action on Resolution No. 2025-11-17 approving and authorizing the Director of Economic Development to enter into purchase and sale agreements and other real estate related transactions to buy or sell property on behalf of the Anna Community Development Corporation. (CDC)

SUMMARY:

The Anna Community Development Corporation is authorized to engage in economic development activities, including the acquisition and disposition of real property, in order to promote business growth, job creation, and community development within the City of Anna. Real estate transactions are often time-sensitive and require prompt execution of agreements to remain competitive and responsive to development opportunities.

Currently, individual real estate transactions require specific board action / signatures prior to execution, which can delay negotiations and limit flexibility.

The purpose of the request is to authorize the Director of Economic Development to execute purchase and sale agreements and other real estate–related documents on behalf of the Anna CDC, subject to applicable laws, CDC policies, and budgetary constraints. This authorization is intended to streamline real estate transactions while maintaining appropriate oversight.

FINANCIAL IMPACT:

There is no direct fiscal impact associated with the approval of this resolution.

STAFF RECOMMENDATION:

Staff recommends approval of Resolution No. 2025-11-17 authorizing the Director of Economic Development to enter into purchase and sale agreements and other real estate–related transactions on behalf of the Anna Community Development

Corporation.

ATTACHMENTS:

1. 2025-11-17 CDC Resolution - Director Signatory for Real Estate Agreements

ANNA COMMUNITY DEVELOPMENT CORPORATION

RESOLUTION NO. 2025-11-17

A RESOLUTION OF THE ANNA COMMUNITY DEVELOPMENT CORPORATION AUTHORIZING THE ANNA DIRECTOR OF ECONOMIC DEVELOPMENT TO ENTER INTO PURCHASE AND SALE AGREEMENTS AND OTHER REAL ESTATE RELATED TRANSACTIONS TO BUY OR SELL PROPERTY ON BEHALF OF THE CDC

WHEREAS, in its endeavors to promote community development in and near the City of Anna, Texas, the Anna Community Development Corporation (the “CDC”) often buys or sells land for community development projects; and

WHEREAS, the CDC Board of Directors (the “CDC Board”) meets once each month making it difficult for the Board to evaluate and act upon opportunities to buy and sell real estate as such opportunities may occur and the Board desires to delegate authority to the Anna Director of Economic Development to enter into land transactions without further Board approval;

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 Authorization

The CDC Board of Directors hereby delegates to and vests full authority in the City of Anna Director of Economic Development to enter into real-estate transactions with or without the involvement of real-estate brokers for the sale or purchase of property on behalf of the CDC subject to: (1) approval of the form of such written agreements by the CDC’s legal counsel; and (2) formal approval of the closing of such real estate transactions by the CDC Board. Said delegated authority includes but is not limited to the ability to terminate such agreements and to enter into ancillary agreements for surveys, inspections and testing and other transactions as necessary to effectuate such property transactions.

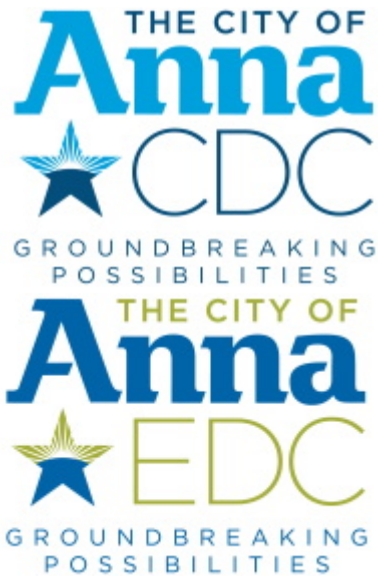
PASSED AND APPROVED by the Anna Community Development Corporation on this 8th day of January 2026.

APPROVED:

ATTEST:

CDC President

CDC Secretary



Item No. 5.e.

EDC/CDC Agenda
Staff Report

Meeting Date: 1/8/2026
Staff Contact: Natasha Roach

AGENDA ITEM:

Consider/Discuss/Action on Resolution No. 2025-11-18 approving and authorizing the Director of Economic Development to enter into purchase and sale agreements and other real estate related transactions to buy or sell property on behalf of the Anna Economic Development Corporation. (EDC)

SUMMARY:

Same as stated in item 7.d., The Anna Economic Development Corporation is authorized to engage in economic development activities, including the acquisition and disposition of real property, in order to promote business growth, job creation, and community development within the City of Anna. Real estate transactions are often time-sensitive and require prompt execution of agreements to remain competitive and responsive to development opportunities.

Currently, individual real estate transactions require specific board action / signatures prior to execution, which can delay negotiations and limit flexibility.

The purpose of the request is to authorize the Director of Economic Development to execute purchase and sale agreements and other real estate-related documents on behalf of the Anna EDC, subject to applicable laws, EDC policies, and budgetary constraints. This authorization is intended to streamline real estate transactions while maintaining appropriate oversight.

FINANCIAL IMPACT:

There is no direct fiscal impact associated with the approval of this resolution.

STAFF RECOMMENDATION:

Staff recommends approval of Resolution No. 2025-11-18 authorizing the Director of Economic Development to enter into purchase and sale agreements and other real

estate-related transactions on behalf of the Anna Economic Development Corporation.

ATTACHMENTS:

1. 2025-11-18 EDC Resolution - Director Signatory for Real Estate Agreements

ANNA ECONOMIC DEVELOPMENT CORPORATION

RESOLUTION NO. 2025-11-18

A RESOLUTION OF THE ANNA ECONOMIC DEVELOPMENT CORPORATION AUTHORIZING THE ANNA DIRECTOR OF ECONOMIC DEVELOPMENT TO ENTER INTO PURCHASE AND SALE AGREEMENTS AND OTHER REAL ESTATE RELATED TRANSACTIONS TO BUY OR SELL PROPERTY ON BEHALF OF THE EDC

WHEREAS, in its endeavors to promote economic development in and near the City of Anna, Texas, the Anna Economic Development Corporation (the “EDC”) often buys or sells land for economic development projects; and

WHEREAS, the EDC Board of Directors (the “EDC Board”) meets once each month making it difficult for the Board to evaluate and act upon opportunities to buy and sell real estate as such opportunities may occur and the Board desires to delegate authority to the Anna Director of Economic Development to enter into land transactions and handle related matters without further Board approval;

NOW THEREFORE, BE IT RESOLVED BY THE ANNA ECONOMIC 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 Authorization

The EDC Board of Directors hereby delegates to and vests full authority in the City of Anna Director of Economic Development to enter into real-estate transactions with or without the involvement of real-estate brokers for the sale or purchase of property on behalf of the EDC subject to: (1) approval of the form of such written agreements by the EDC’s legal counsel; and (2) formal approval of the closing of such real estate transactions by the EDC Board. Said delegated authority includes but is not limited to the ability to terminate such agreements and to enter into ancillary agreements for surveys, inspections and testing and other transactions as necessary to effectuate such property transactions.

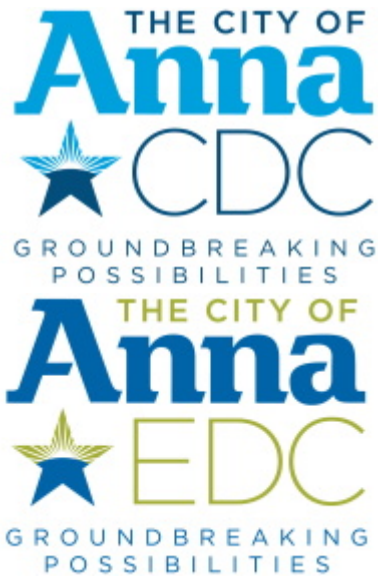
PASSED AND APPROVED by the Anna Economic Development Corporation on this 8th day of January 2026.

APPROVED:

ATTEST:

EDC President

EDC Secretary



Item No. 5.f.

EDC/CDC Agenda
Staff Report

Meeting Date: 1/8/2026
Staff Contact: Natasha Roach

AGENDA ITEM:

Consider/Discuss/Action on Resolution No. 2026-01-1 approving an Economic Development Incentive Agreement between the Anna Community Development Corporation and the Seitz Group, Inc. (CDC)

SUMMARY:

This Economic Development Incentive Agreement is for approximately 27.256 acres of land located at or near the southeast corner of the intersection of Highway 75 and Rosamond Parkway. The construction of the Grocery and Retail Improvements will require installation of certain public roadway improvements, including deceleration turn lanes to serve the property.

Details of these incentives are as follows:

- **Reimbursable Construction Costs:** In exchange for Developer timely and completely satisfying its obligations to construct the Roadway Turn-Lane Infrastructure under this Agreement, the CDC shall provide reimbursement to Developer for the Reimbursable Construction Costs of the Roadway Turn-Lane Infrastructure in a total amount not to exceed \$294,147.15.

These improvements will require the approval and acceptance by the City or Texas Department of Transportation before the reimbursement of funds can be issued.

These improvements shall be completed in sufficient time to allow for the opening of the Grocery Improvements for use by the public by the Grocery Improvements Deadline of December 31, 2027.

FINANCIAL IMPACT:

There is no fiscal impact for the 2025-2026 budget. The anticipated cost of \$294,147.15

will be included in the CDC's Economic Development Grant Expense category for the 2026-2027 fiscal budget.

STAFF RECOMMENDATION:

Staff recommends approval of the Resolution to execute an Economic Development Incentive Agreement between the CDC and Seitz Group, Inc. for reimbursable construction costs in an amount not to exceed \$294,147.15.

ATTACHMENTS:

1. 2026-01-1 CDC Resolution - Seitz Group Incentive Agreement
2. (SEITZ) ANNA SEC CORNER -- CDC Incentives Agreement

ANNA COMMUNITY DEVELOPMENT CORPORATION

RESOLUTION NO. 2026-01-1

A RESOLUTION OF THE ANNA COMMUNITY DEVELOPMENT CORPORATION APPROVING AN INCENTIVE AGREEMENT FOR NEW ECONOMIC DEVELOPMENT WITH SEITZ GROUP, INC FOR GROCERY AND RETAIL PUBLIC ROADWAY IMPROVEMENTS

WHEREAS, the Anna Community Development Corporation (the “CDC”) wishes to enter into an Economic Development Incentive Agreement with Seitz Group, Inc., (the “Developer”), a copy of which is attached as **Exhibit 1** (the “Incentive Agreement”); and

WHEREAS, the CDC Board of Directors (the “Board”) wishes to expend funds for grocery and retail public roadway improvements; and

WHEREAS, the CDC Board of Directors finds that the public roadway improvements will promote new and expanded business development in or near the City of Anna;

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

Section 1. Recitals Incorporated

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

Section 2. Approval of Incentive Agreement; Authorization to Execute

The CDC Board of Directors hereby approves the Incentive Agreement attached hereto as **Exhibit 1**, incorporated herein for all purposes, and authorizes the CDC President to execute same on its behalf, subject to approval as to form by legal counsel for the CDC and for a CDC expenditure in an amount not to exceed \$294,147.15 for community and economic development purposes.

PASSED AND APPROVED by the Anna Community Development Corporation on this 8th day of January 2026.

ATTEST:

APPROVED:

CDC President

CDC Secretary

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

This ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT (this “Agreement”) is made and entered into as of _____, 2026 (the “Effective Date”), by and between the Anna Community Development Corporation (the “CDC”) and Seitz Group, Inc. (“Developer”) (each a “Party” and collectively the “Parties”).

WHEREAS, that certain real property consisting of approximately 27.356 acres of land located at or near the southeast corner of the intersection of Highway 75 and Rosamond Parkway, in the City of Anna, County of Collin, State of Texas, as generally depicted in Exhibit A attached hereto and incorporated by reference (“the Property”), has been acquired or is in the process of being acquired in order to be developed and used by Developer for a new retail grocery store anchor and adjoining fuel center and other strip center retail uses (the “Project”); and

WHEREAS, the construction and installation of the Grocery Improvements (defined below) and the Retail Improvements (defined below) will require installation of certain public roadway improvements including deceleration turn lanes to serve the Property as more particularly described and depicted on Exhibit B (the “Roadway Turn-Lane Infrastructure”); and

WHEREAS, the estimated budgeted costs of the Roadway Turn-Lane Infrastructure is shown on Exhibit C; and

WHEREAS, Developer has requested certain economic development incentives for development of the Property to defray the costs or a portion of the costs of the Roadway Turn-Lane Infrastructure; and

WHEREAS, the CDC has concluded and hereby finds that the Roadway Turn-Lane Infrastructure Project will promote new or expanded business development in and near the City of Anna, Texas (the “City”); and

WHEREAS, the CDC has determined that making economic development grants to Developer in accordance with this Agreement will further the objectives of the CDC and the City, will benefit the City and the City's inhabitants, will promote local economic development, will stimulate commercial and business activity, and will generate additional sales tax and will enhance the property tax base and economic vitality of the City;

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the CDC and Developer covenant and agree as follows:

Section 1. Definitions. For purposes of this Agreement, each of the following terms shall have the meanings set forth below unless the context clearly indicates otherwise:

“Bankruptcy or Insolvency” shall mean the dissolution or termination of a Party’s existence as a going business, insolvency, appointment of receiver for any part of such Party’s property and such appointment is not terminated within one hundred twenty (120) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such Party and such proceeding is not dismissed within one hundred twenty (120) days after the filing thereof.

“City Regulations” means the City’s applicable development regulations in effect on the Effective Date, including without limitation City code provisions, ordinances, design standards (including, without limitation, pavement thickness); provided, however, nothing herein shall be construed as a waiver by the Developer or any owner of all or a portion of the Property of any rights or protections that may exist under Chapter 3000 of the Texas Government Code, as it exists or may be amended, with respect to any existing or future improvements on the Property.

“Commencement Date” shall mean the date a certificate of occupancy is issued by the City for occupancy of the Retail Improvements or the Grocery Improvements, as applicable.

“Completion of Construction of the Grocery Improvements” shall mean that (i) the Grocery Improvements are sufficiently complete, so as to be operational and fit for the intended use, and only minor items such as touch-up, adjustments, and minor replacements or installations remain to be completed; and (ii) the City has issued a certificate of occupancy for occupancy of the Grocery Improvements.

“Completion of Construction of Roadway Turn-Lane Infrastructure” shall mean that the Roadway Turn-Lane Infrastructure is sufficiently complete, so as to be operational and fit for the intended use, and only minor items such as touch-up, adjustments, and minor replacements or installations remain to be completed.

“Effective Date” shall mean the last date of execution hereof.

“Expiration Date” shall mean the earlier of (a) the date on which Developer has been reimbursed for the costs of construction of the Roadway Turn-Lane Infrastructure have been issued, or (b) the date that is ten years from the Effective Date of this Agreement.

“Force Majeure Event” shall mean any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action or inaction (unless caused by the intentionally wrongful acts or omissions of the Party), fires, explosions or floods, strikes, slowdowns or work stoppages, and epidemic, pandemic or other widespread disease (and including delays due thereto continuing after such event has ended).

“Grocery Improvements” shall mean a grocery store containing not less than approximately 100,000 square feet and an adjoining fuel center to be constructed on the Property, as more fully described in the submittals filed by Developer, or any of its agents, with the City,

from time to time, in order to obtain a building permit(s). For the avoidance of doubt, the Grocery Improvements shall only include those improvements constructed on Lot 1 and Lot 7 as identified in Exhibit A, and shall not include any other lots or outparcels located on the Property.

“Party” shall mean any party to this Agreement.

“Property” shall mean the real property described in Exhibit A.

“Public Infrastructure,” generally, shall mean all water, wastewater/sewer, detention and drainage, roadway, park and trail, and other infrastructure serving the Property which is dedicated to the City. Such term includes the Roadway Turn-Lane Infrastructure.

“Real Property Records” means the official land recordings of the Collin County Clerk’s Office.

“Reimbursable Construction Costs” shall mean the costs of design and construction of the Roadway Turn-Lane Infrastructure as further described in this Agreement but shall not include costs or expenses associated with right-of-way, land, or easement acquisition costs.

“Roadway Turn-Lane Infrastructure” shall mean the deceleration turn lanes as described and depicted in Exhibit B.

Section 2. Incentives.

(a) Reimbursable Construction Costs. In exchange for Developer timely and completely satisfying its obligations to construct the Roadway Turn-Lane Infrastructure under this Agreement, the CDC shall provide reimbursement to Developer for the Reimbursable Construction Costs of the Roadway Turn-Lane Infrastructure in a total amount not to exceed \$294,147.15 (the “Maximum Reimbursement Amount”); provided, however, that if the actual cost to construct and/or effectuate the Roadway Turn-Lane Infrastructure is less than the Maximum Reimbursement Amount, Developer shall only receive the actual costs of the Roadway Turn-Lane Infrastructure. In no event shall the CDC be required to provide reimbursements in an amount greater than the Maximum Reimbursement Amount even if the actual cost of the Roadway Turn-Lane Infrastructure exceeds the Maximum Reimbursement Amount. At the Completion of Construction of the Roadway Turn-Lane Infrastructure, Developer shall provide any and all documentation satisfactory to the CDC, in the CDC’s discretion, evidencing the actual costs of the Roadway Turn-Lane Infrastructure.

(b) Improvements Requiring Approval of the City or Texas Department of Transportation (“TxDOT”). The Parties understand and acknowledge that the CDC cannot control the determinations or decisions made by the City or TxDOT. The CDC will reasonably cooperate with the City and TxDOT to attempt to facilitate any necessary approvals from the City or TxDOT for the City and/or TxDOT roadway improvements being constructed on the west side of the site (which TxDOT improvements will be constructed at Developer’s cost).

Section 3. Obligations. The obligation of the CDC to provide the Incentives described in Section 2 shall be conditioned upon the compliance and satisfaction of each of the terms and conditions of this Agreement by Developer including without limitation each of the terms and conditions set forth below:

(a) Required Construction of Roadway Turn-Lane Infrastructure. The obligation of the CDC to provide the Incentives described in Section 2(b) shall be conditioned upon the compliance and satisfaction of each of the terms and conditions of this section 3(a). Developer shall construct the Roadway Turn-Lane Infrastructure and shall complete such Roadway Turn-Lane Infrastructure in sufficient time to allow for the opening of the Grocery Improvements for use by the public by the Grocery Improvement Deadline as may be extended as set forth below for obtaining the certificates of occupancy for the Grocery Improvements. Upon the Completion of Construction of Roadway Turn-Lane Infrastructure, the CDC shall provide the reimbursement of the Reimbursable Construction Costs of the Roadway Turn-Lane Infrastructure as set forth in Section 2(b) hereof.

(b) Completion of Construction of the Grocery Improvements; Employment Requirements. The obligation of the CDC to provide the Incentives described in Section 2(a) shall be conditioned upon the compliance and satisfaction of each of the terms and conditions of this Agreement by Developer including without limitation each of the terms and conditions set forth below:

- (1) Developer shall cause Completion of Construction of the Grocery Improvements and shall obtain the certificates of occupancy necessary to open to the Grocery Improvements to the public for the intended grocery and fuel store uses on or before December 31, 2027 (the “Grocery Improvements Deadline”). Notwithstanding the foregoing, Developer may: (i) extend the Grocery Improvements Deadline for a six-month period by delivering a written notice of extension to the CDC on or before the Grocery Improvements Deadline, and upon the delivery of such notice, the Grocery Improvements Deadline shall be extended to June 30, 2028; and (ii) extend the Grocery Improvements Deadline for a second six-month period by delivering a written notice of such second extension to the CDC on or before the expiration of the first six-month extension period, and upon the delivery of such notice, the Grocery Improvements Deadline shall be extended to December 31, 2028 (the “Outside Grocery Improvements Deadline”). Such extensions requested by the Developer as described in the preceding sentence shall be automatic upon delivery of notice and shall not require separate approval of the CDC. Notwithstanding the foregoing or any other provision of this Agreement, the Grocery Improvements Deadline shall not be extended beyond the Outside Grocery Improvements Deadline set forth in this paragraph unless this Agreement is amended to expressly provide for an additional extension by the mutual written agreement of the Parties.
- (2) Developer shall cause the tenant or purchaser of the Grocery Improvements to agree to employ, during the Term of this Agreement not less than 175 full-

time equivalent employees, which shall be calculated by the number of total hours worked by employees working in the Grocery Improvements, divided by the maximum number of compensable hours for a full-time work schedule (35hrs/week).

(c) Required Use. During the term of this Agreement following the applicable Commencement Date and continuing thereafter until the Expiration Date, the Retail Improvements shall not be used for any purpose other than a retail strip center and the Grocery Improvements shall not be used for any other purpose than a grocery and fuel center.

(d) Ownership. During the term of this Agreement, Developer may sell all or a portion of the Property; provided, however, Developer shall remain liable for all obligations hereunder other than any obligations properly assigned pursuant to Section 27. For clarity, the CDC acknowledges that the Developer may transfer all or a portion of the Property for development of the Grocery Improvements or Retail Improvements.

Section 4. Additional Agreements.

(a) Construction of Roadway Turn-Lane Infrastructure and Public Infrastructure, Developer hereby represents and warrants that all construction and inspection activities and improvements in connection with or relating to the Project shall (i) be conducted in a good, safe, and workmanlike manner; and (ii) materially comply with the City Regulations. Unless otherwise provided herein, Developer further agrees and acknowledges that the CDC shall have no responsibility to perform, monitor, supervise, manage, inspect, or control the construction of the Project or related improvements.

(b) Intentionally Left Blank.

Section 5. Termination Provisions.

(a) Termination. This Agreement terminates on the Expiration Date, and may, prior to the Expiration Date, be terminated upon any one or more of the following:

- (1) by mutual written agreement of the Parties;
- (2) by a Party, if another Party defaults or breaches any of the terms or conditions of this Agreement, and such default or breach is not cured within ninety (90) days, after written notice thereof; provided, it shall not constitute a breach or default if corrective action is instituted by or on behalf of such Party within the ninety (90) day period and diligently pursued until the breach or default is corrected; provided, further that a Party will not be deemed to be in breach, default or otherwise in violation of any term of this Agreement (other than the obligation to make a payment) to the extent such Party's action, inaction or omission is the result of a Force Majeure Event as defined herein;

And a copy to: Wolfe, Tidwell & McCoy, LLP
Attn: Clark McCoy
2591 Dallas Parkway, Ste. 300
Frisco, Texas 75034

If to the Developer: Seitz Group, Inc.
Attn: Eric Seitz
1110 Cowan Rd.
Celina, TX 75009

With a copy to: Attn: Drew Slone
Greenberg Traurig, LLP
2200 Ross Avenue, Suite 5200
Dallas, Texas 75201
Email: drew.slone@gtlaw.com

Section 12. Attorney's Fees to Prevailing Party. In the event any Party initiates or defends any legal action or proceeding against another Party to enforce or interpret any of the terms of this Agreement, the prevailing Party in any such action or proceeding shall be entitled to recover its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal).

Section 13. Entire Agreement; Binding Effect of Agreement. This Agreement contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof.

Section 14. INDEMNIFICATION and HOLD HARMLESS. THE DEVELOPER AND ITS SUCCESSORS AND ASSIGNS, HEREBY COVENANT AND AGREE TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY THE CDC AND ITS OFFICIALS, OFFICERS, AGENTS, ATTORNEYS, REPRESENTATIVES, SERVANTS AND EMPLOYEES (COLLECTIVELY, THE "RELEASED PARTIES"), FROM AND AGAINST ALL THIRD-PARTY CLAIMS, SUITS, JUDGMENTS, DAMAGES, AND DEMANDS AGAINST THE CDC OR ANY OF THE RELEASED PARTIES, WHETHER REAL OR ASSERTED INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEY'S FEES AND RELATED EXPENSES, EXPERT WITNESS FEES, CONSULTANT FEES, AND OTHER COSTS, ARISING OUT OF THE NEGLIGENCE OR OTHER WRONGFUL CONDUCT OF DEVELOPER OR OWNERS, INCLUDING THE NEGLIGENCE OF THEIR RESPECTIVE EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, MATERIAL MEN, AND/OR AGENTS, IN CONNECTION WITH THE DESIGN OR CONSTRUCTION OF ANY PUBLIC INFRASTRUCTURE, STRUCTURES, OR OTHER FACILITIES OR IMPROVEMENTS THAT ARE REQUIRED OR PERMITTED UNDER THIS AGREEMENT (TOGETHER, "CLAIMS"); **AND IT IS EXPRESSLY UNDERSTOOD THAT SUCH CLAIMS SHALL, EXCEPT AS MODIFIED BELOW, INCLUDE CLAIMS EVEN IF CAUSED BY THE CDC'S OWN CONCURRENT NEGLIGENCE SUBJECT TO THE TERMS OF THIS SECTION.** DEVELOPER AND OWNERS SHALL NOT, HOWEVER, BE REQUIRED TO INDEMNIFY THE CDC AGAINST CLAIMS CAUSED BY THE CDC'S SOLE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. IF THE CDC INCURS CLAIMS THAT ARE CAUSED BY THE CONCURRENT NEGLIGENCE OF DEVELOPER AND/OR OWNERS AND THE

CDC, DEVELOPER'S AND/OR OWNERS' INDEMNITY OBLIGATION(S) WILL BE LIMITED TO A FRACTION OF THE TOTAL CLAIMS EQUIVALENT TO DEVELOPER'S AND/OR OWNERS' OWN PERCENTAGE OF RESPONSIBILITY. DEVELOPER AND OWNERS, INCLUDING THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, FURTHER COVENANTS AND AGREES TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY, THE CDC AGAINST ANY AND ALL CLAIMS BY ANY PERSON CLAIMING AN OWNERSHIP INTEREST IN THE PROPERTY PRIOR TO THE EFFECTIVE DATE WHO HAS NOT SIGNED THIS AGREEMENT IF SUCH CLAIMS RELATE IN ANY MANNER OR ARISE IN CONNECTION WITH: (1) THE CDC'S RELIANCE UPON DEVELOPER'S REPRESENTATIONS IN THIS AGREEMENT; OR (2) THIS AGREEMENT OR OWNERSHIP OF THE PROPERTY.

Section 15. Invalidation. Invalidation of any one of the provisions of this Agreement by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect. The stricken provision will then be deemed replaced with one that is valid and enforceable and that comes closest to expressing the Parties' original intent.

Section 16. Facsimile. A telecopied or electronic facsimile of a duly executed counterpart of this Agreement shall be sufficient to evidence the binding agreement of each party to the terms herein.

Section 17. Severability. In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, this Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

Section 18. Authority to Execute Agreement. This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The CDC warrants and represents that (1) it has all requisite power and authority under the Constitution and laws of the State of Texas to enter into and perform its obligations under this Agreement, and (2) the individual executing this Agreement on behalf of the CDC has full authority to execute this Agreement and bind the CDC to the same. Developer warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind Developer to same.

Section 19. Employment of Undocumented Workers. During the term of this Agreement, Developer agrees not to knowingly employ any undocumented workers and if convicted of a violation under 8 U.S.C. Section 1324a (f), Developer shall repay the amount of any Reimbursement Payment or other funds received by Developer from CDC from the date of this Agreement to the date of such violation within 120 days after the date Developer is notified by CDC of such violation, plus interest at the rate of 4% compounded annually from the date of violation until paid. Developer is not liable for a violation of this section by a subsidiary, affiliate, or franchisee of Developer or by a person with whom Developer contracts.

Section 20. Statutory Verifications. Developer makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with Developer

within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

a. Not a Sanctioned Company. Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

b. No Boycott of Israel. Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, “boycott Israel” has the meaning provided in Section 2271.001, Government Code.

c. No Discrimination Against Firearm Entities. Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning provided in Section 2274.001(3), Government Code.

d. No Boycott of Energy Companies. Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code.

Section 21. Form 1295. Developer represents that it has complied with Texas Government Code, Section 2252.908 and in connection therewith, Developer has completed a Texas Ethics Commission Form 1295 Certificate generated by the Texas Ethics Commission’s electronic filing system in accordance with the rules promulgated by the Texas Ethics Commission. Developer further agrees to print the completed certificate and execute the completed certificate in such form as is required by Texas Government Code, Section 2252.908 and the rules of the Texas Ethics Commission and provide to the CDC at the time of delivery of an executed counterpart of this Agreement, a duly executed completed Form 1295 Certificate. The Parties agree that, except for the information identifying the Cirt and the contract identification number, the CDC is not responsible for the information contained in the Form 1295 completed by Developer. The information contained in the Form 1295 completed by Developer has been provided solely by Developer and the CDC has not verified such information.

Section 22. Amendment. This Agreement may only be amended by a written agreement executed by the Parties.

Section 23. Recitals. The recitals in this Agreement are true and correct, represent representations and warranties of the Parties, and are incorporated as part of this Agreement for all purposes.

Section 24. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

Section 25. Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Section 26. Survival of Covenants. Any covenants of the Parties that are to be performed after termination of this Agreement shall survive termination of this Agreement.

Section 27. Assignment. This Agreement may not be assigned by Developer, in whole or in part, without the prior written consent of the CDC, which shall not be unreasonably withheld, delayed or conditioned; provided, however, Developer may assign this Agreement to any affiliate of Developer or to any buyer of all or a portion of the Property without the prior consent of the CDC. Any attempted assignment by Developer in violation of the terms and provisions of this section shall be void.

[Signatures to follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

ANNA COMMUNITY DEVELOPMENT CORPORATION

By: _____
Bruce Norwood, President

IN WITNESS WHEREOF:

STATE OF TEXAS

COUNTY OF COLLIN

Before me, the undersigned notary public, on the _____ day of _____ 2025, appeared Bruce Norwood, known to me (or proved 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.

Notary Public, State of Texas

SEITZ GROUP, INC.,
a Texas corporation

By: _____
Name : Eric Seitz,
Its President

STATE OF TEXAS)
)
COUNTY OF _____)

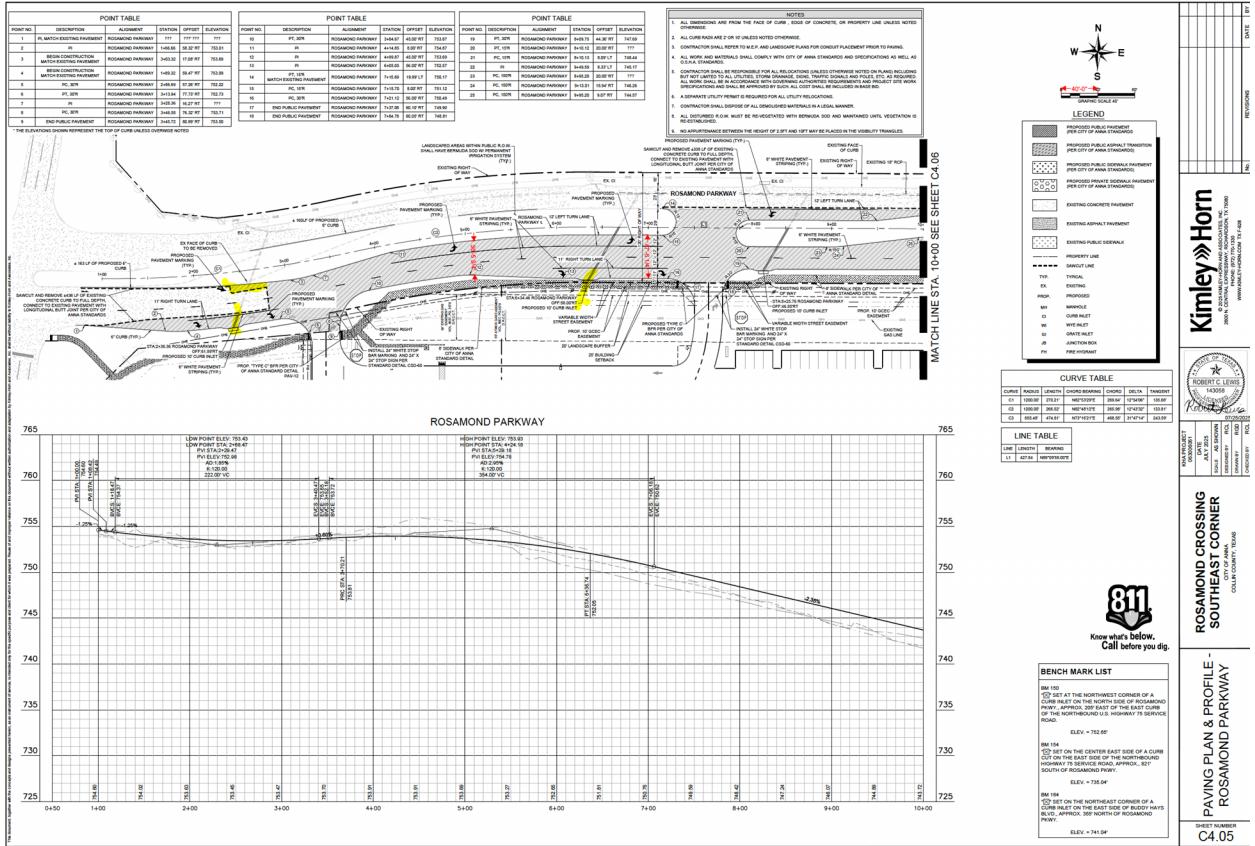
This instrument was acknowledged before me on _____, 2025 by Eric Seitz in his capacity as President of Seitz Group, Inc., a Texas corporation.

[Seal]

Notary Public—State of Texas

[Developer’s Signature Page to Economic Development Incentive Agreement]

EXHIBIT B ROADWAY TURN-LANE INFRASTRUCTURE



DATE: 11/11/2014
REVISIONS: 1

Kimley-Horn
INCORPORATED
3000 WEST 10TH AVENUE, SUITE 100
DENVER, COLORADO 80202-3125
WWW.KIMLEY-HORN.COM

811
Know what's below.
Call before you dig.

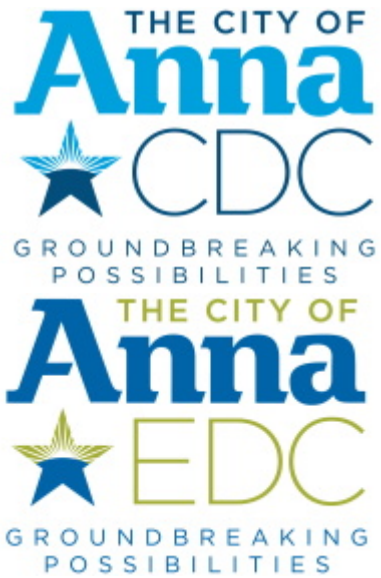
**ROSAMOND CROSSING
SOUTHEAST CORNER**
CITY OF DENVER
COURT REPORTER: TARA
COLLINS

**PAVING PLAN & PROFILE -
ROSAMOND PARKWAY**

SHEET NUMBER
C4.05

EXHIBIT C
BUDGET FOR ROADWAY TURN-LANE INFRASTRUCTURE

Subcontractor	Budget for Rosamond South Side 2 Turn Lanes from Plans Dated 9-12-25 & 10-16-25 (C4.05)	Budget Amount
Moss Utilites	Demo ext. curb inlet, connection to existing RCP, 18" RCP, 10' recessed curb inlet, bond	\$23,853.50
Jackosn Construction	Concrete public paving lime stabilization, lime slurry, connect to existing paving	\$114,980.00
RPMx	Sawcut, layout, haul off, dirt excavation, scarify & recompact subgrade, machine grade pavement	\$12,145.73
Striping	Added white striping for turn lanes	\$13,753.00
	Subtotal	\$164,732.23
	GC Markup	\$8,300.03
	Insurance	\$1,268.44
	Design/Permitting	\$24,709.83
	Legal/Consulting Fees	\$8,236.61
	Total Budget	\$207,247.15
Subcontractor	Budget for East End of Rosamond from Plans Dated 6-20-25 & 6-18-25	Budget Amount
RPMx	Excavation, haul off spoils	\$7,475.00
Wallco	Stone gravity retaining wall (includes bond for public wall only)	\$33,424.56
Fence	360' feet of tubular galvanized 2 rail horizontal pedestrian fence railing system. Includes paint.	\$24,594.00
Landscape Stabilization	landscape stabilization - SOD, temp irrigation, water	\$11,500.00
	Subtotal	\$76,993.56
	GC Markup	\$3,879.32
	Insurance	\$592.85
	Design/Permitting	\$11,549.03
	Legal/Consulting Fees	\$3,849.68
	Total Budget	\$86,900.00
	Grand Total Budget	\$ 294,147.15



**AGENDA ITEM:
Manager's Report.**

SUMMARY:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

ATTACHMENTS:

Item No. 6.

EDC/CDC Agenda
Staff Report

Meeting Date: 1/8/2026
Staff Contact:



Item No. 6.a.

EDC/CDC Agenda
Staff Report

Meeting Date: 1/8/2026
Staff Contact: Salena Tittle

AGENDA ITEM:

Strategic Plan Update

SUMMARY:

Economic Development Manager, Salena Tittle, to give a brief overview of what staff has been working on and future initiatives.

FINANCIAL IMPACT:

This item has no financial impact.

STAFF RECOMMENDATION:

N/A

ATTACHMENTS:

1. December 2025 Strategic Plan Update

Economic Development Highlights December 2025



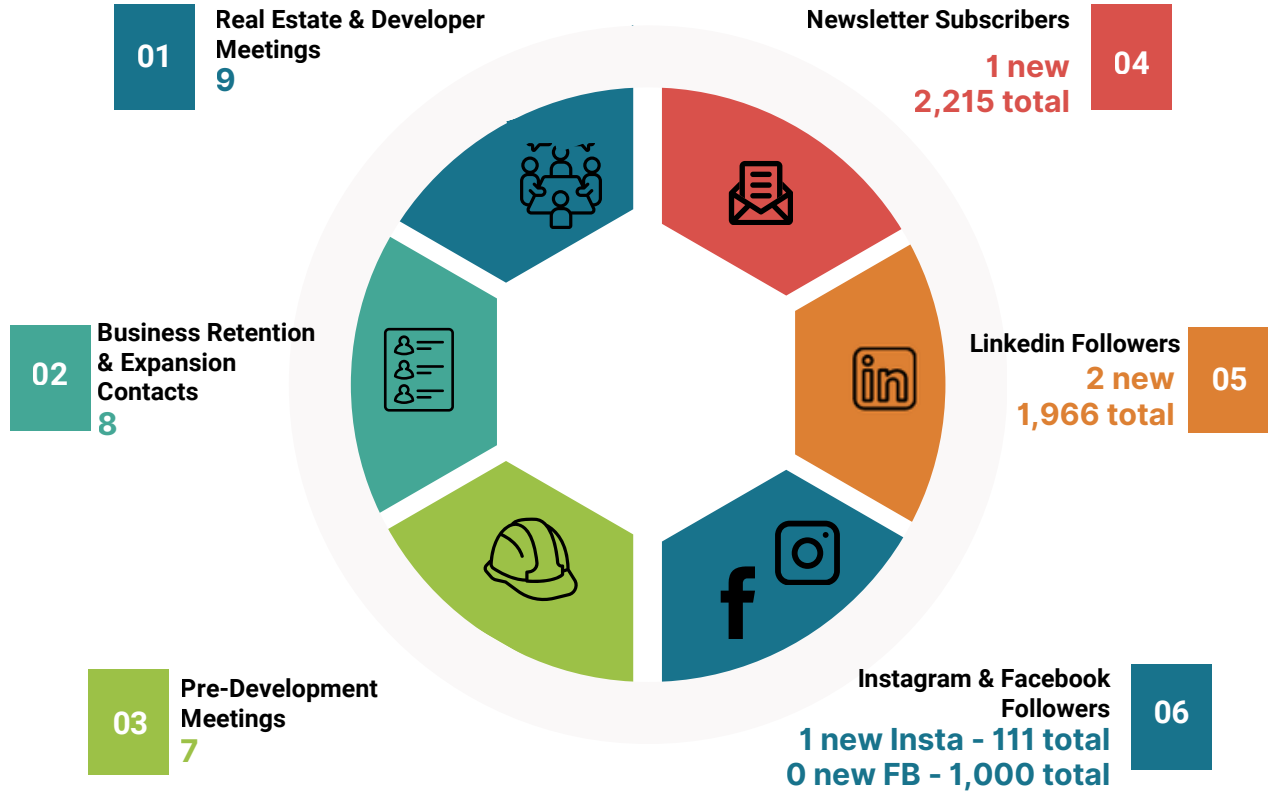
Unique

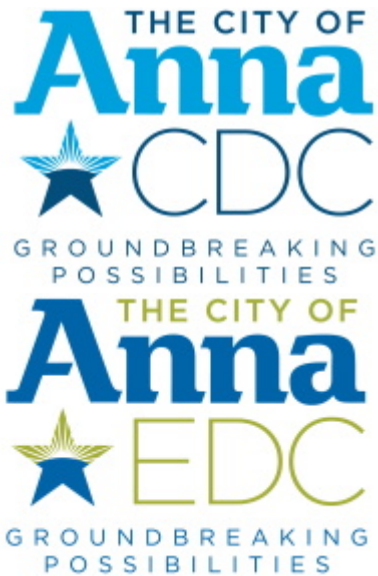
Salena attended the Anna ISD CTE & STEAM Career Fair Kickoff Meeting for Graduating Seniors

Natasha and Salena attended the Sherley Farms Groundbreaking Kickoff Meeting

Natasha and Salena attended the Preview & Pastries Event at the Wyndham Garden

Natasha attended the TXEDC Christmas Party at the Governor's Mansion





Item No. 6.b.

EDC/CDC Agenda
Staff Report

Meeting Date: 1/8/2026
Staff Contact: Salena Tittle

AGENDA ITEM:

Financial Report / Sales Tax Update

SUMMARY:

Economic Development Manager, Salena Tittle, to update the Board on the overall sales tax for the month of October 2025, which is up roughly 5% from the previous year, October 2024.

FINANCIAL IMPACT:

This item has no financial impact.

STAFF RECOMMENDATION:

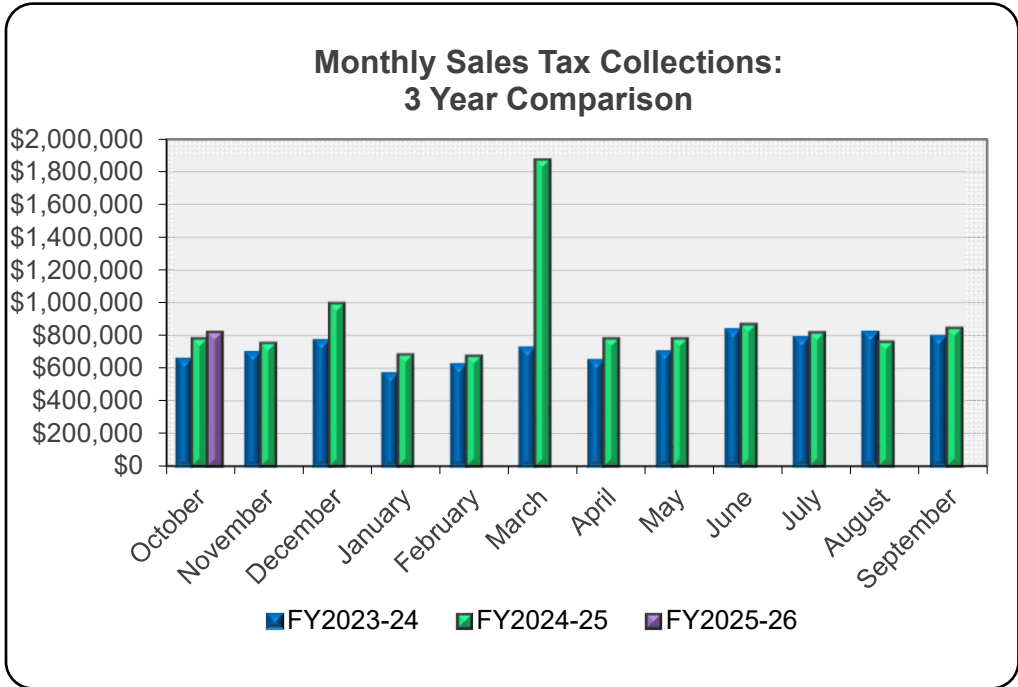
N/A

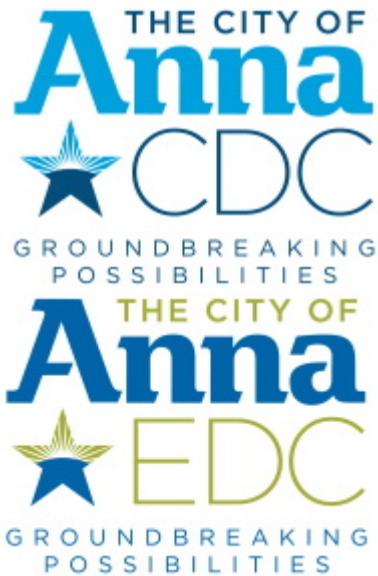
ATTACHMENTS:

1. 2026 Monthly Sales Tax Report

CITY OF ANNA
Schedule of Sales Tax Collections
October 31, 2025

	2024-26 Collections		% Change	2024-25 Collections	
	Monthly		from	Monthly	
			Prior Year		
October	\$	820,089	5%	\$	780,090
November					753,401
December					995,930
January					682,766
February					675,214
March					1,873,725
April					779,340
May					780,970
June					867,435
July					817,173
August					761,329
September					844,898
	\$	820,089		\$	10,612,271
 Budget:		9,650,000	8%		8,220,000





Item No. 6.c.

EDC/CDC Agenda
Staff Report

Meeting Date: 1/8/2026

Staff Contact: Salena Tittle

AGENDA ITEM:

Event Updates / Upcoming Events / Reminders

SUMMARY:

Anna Community Library - Congressional Recognition:

On Tuesday, January 27th, at 4:30pm, Michelle Bishop from Congressman Keith Self's Office will be presenting the City of Anna with a Congressional Recognition for the Anna Community Library. A calendar invite has been sent out, and we hope everyone can attend this meaningful celebration.

Wyndham Garden Grand Opening & Ribbon Cutting:

On Thursday, January 29th, starting at 4:30pm, The Wyndham Garden Hotel will be hosting their Grand Opening & Ribbon Cutting. Guests are invited to enjoy light refreshments and drinks to celebrate this special occasion. A calendar invite went out along with a link to RSVP for the event. Everyone is encouraged to RSVP, allowing them the opportunity to gather an estimated head count. We hope everyone can attend.

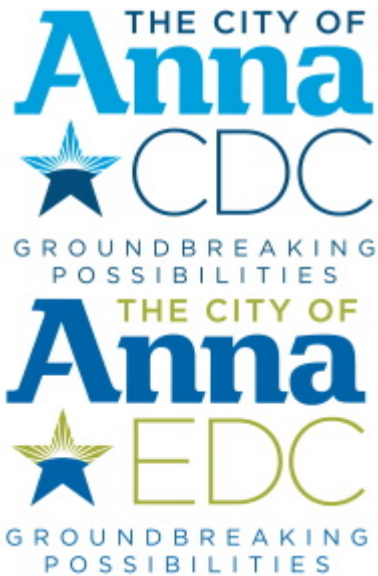
FINANCIAL IMPACT:

This item has no financial impact.

STAFF RECOMMENDATION:

N/A

ATTACHMENTS:



Item No. 7.a.

EDC/CDC Agenda
Staff Report

Meeting Date: 1/8/2026
Staff Contact:

AGENDA ITEM:

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.

SUMMARY:

Closed session deliberation.

FINANCIAL IMPACT:

This item has no financial impact.

STAFF RECOMMENDATION:

N/A

ATTACHMENTS:



Item No. 7.b.

EDC/CDC Agenda
Staff Report

Meeting Date: 1/8/2026
Staff Contact:

AGENDA ITEM:

Deliberate regarding the purchase, exchange, lease or value of real property. (Tex. Gov't Code §551.072) possible property acquisition; possible land sale/purchase.

SUMMARY:

Closed session deliberation.

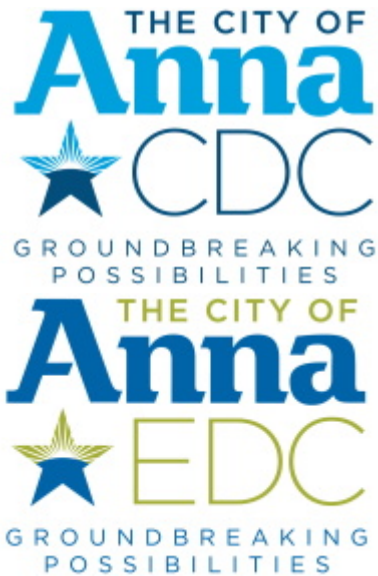
FINANCIAL IMPACT:

This item has no financial impact.

STAFF RECOMMENDATION:

N/A

ATTACHMENTS:



Item No. 7.c.

EDC/CDC Agenda
Staff Report

Meeting Date: 1/8/2026
Staff Contact:

AGENDA ITEM:

Discuss or deliberate personnel matters: (1) to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or (2) to hear a complaint or charge against an officer or employee. (Tex. Gov't Code §551.074).

SUMMARY:

Closed session deliberation.

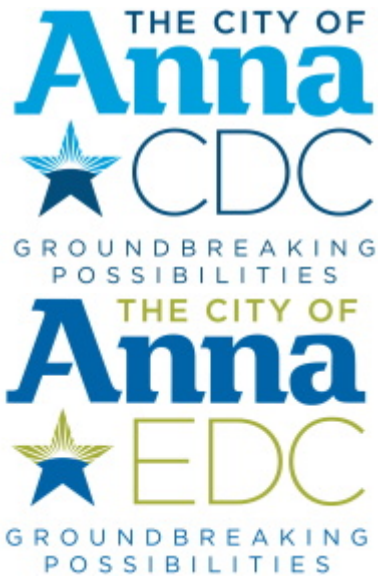
FINANCIAL IMPACT:

This item has no financial impact.

STAFF RECOMMENDATION:

N/A

ATTACHMENTS:



Item No. 7.d.

EDC/CDC Agenda
Staff Report

Meeting Date: 1/8/2026
Staff Contact:

AGENDA ITEM:

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.

SUMMARY:

Closed session deliberation.

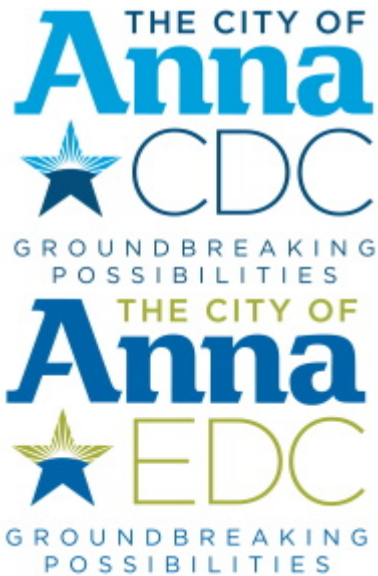
FINANCIAL IMPACT:

This item has no financial impact.

STAFF RECOMMENDATION:

N/A

ATTACHMENTS:



Item No. 9.

EDC/CDC Agenda
Staff Report

Meeting Date: 1/8/2026

Staff Contact: Salena Tittle

AGENDA ITEM:

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

SUMMARY:

Construction Downtown on 4th Street is set to begin on January 5th, 2026. Construction will be in two phases and will take approximately 4 months total.

Location:

From Highway 5 to Riggins Street

Phase 1:

South Side of 4th Street (approximately 60 days)

Phase 2:

North Side of 4th Street (approximately 60 days)

FINANCIAL IMPACT:

This item has no financial impact.

STAFF RECOMMENDATION:

N/A

ATTACHMENTS:

1. Downtown Construction Update
2. 4th Street - Phasing Exhibit_DRAFT

DOWNTOWN CONSTRUCTION OF 4TH STREET



Location of Project:

Phase 1 – South side of 4th Street (from Powell Pkwy to Riggins St)

Phase 2 – North side of 4th Street (from Riggins St to Powell Pkwy)

***Construction is of the street only and shoulders of the sidewalks.**



Timing of Project:

Phase 1 – Begin January 5th and last approximately 60 days

Phase 2 – Begin March 5th and last approximately 60 days



Patron Parking during Project:

During Phase 1 – Patrons will be allowed to park on the north side of 4th Street

During Phase 2 – Patrons will be allowed to park on the south side of 4th Street

If you need assistance during construction or have questions, please contact:

**Muhamad Madhat
City of Anna CIP Manager
469-885-8807
mmadhat@annatexas.gov**

OR

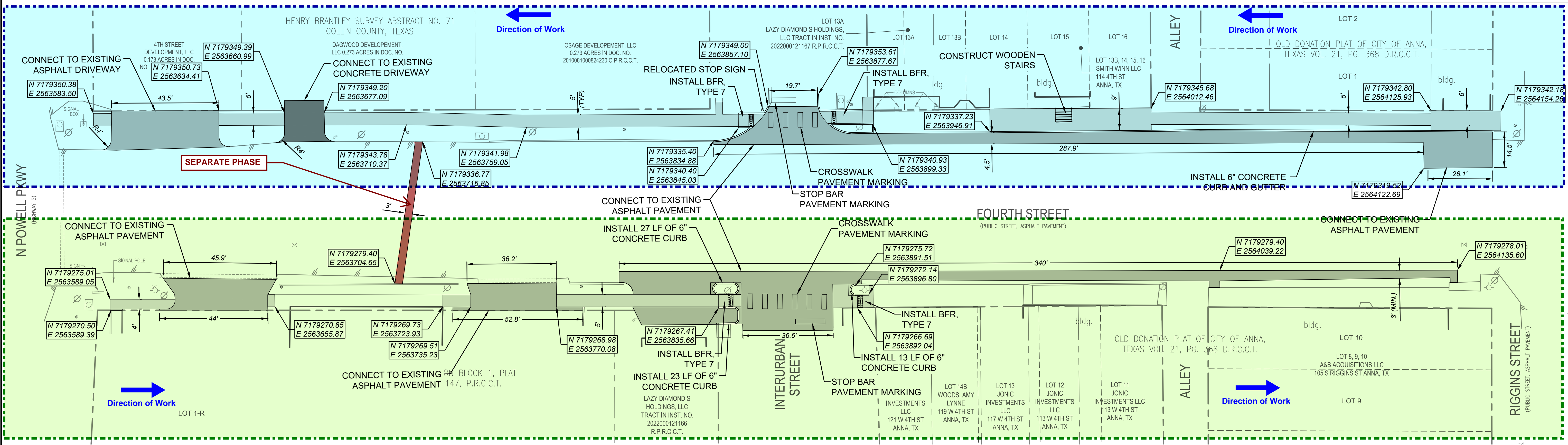
**Salena Tittle
City of Anna EDC Manager
214-831-5364
stittle@annatexas.gov**

BENCHMARK "X" FOUND IN CONCRETE
N: ELEVATION: 709.68

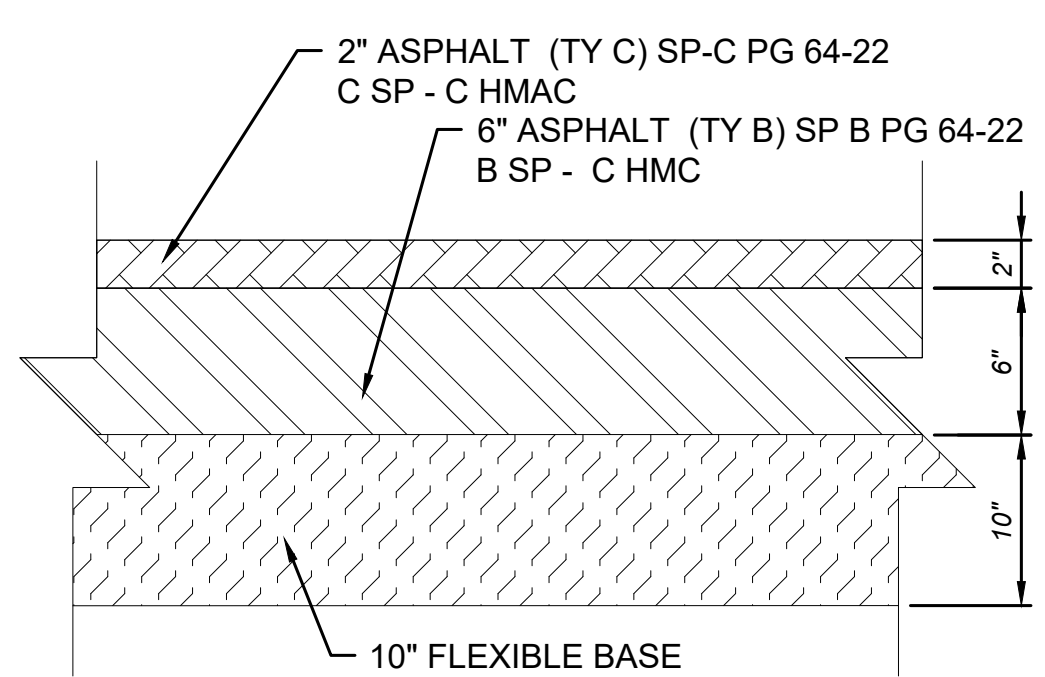
LEGEND

- REPLACE EXISTING CONCRETE PAVING
- REPLACE EXISTING ASPHALT PAVING
- INSTALL CONCRETE SIDEWALK
- INSTALL TRUNCATED DOMES
- PROPOSED CONCRETE CURB AND GUTTER

PHASE 2
Approximate Duration: 60 days
Phase 2 will be broken down into sub-phases
Access to adjacent buildings will be maintained and coordinated with property owners



PHASE 1
Approximate Duration: 60 days
Phase 1 will be broken down into sub-phases
Access to adjacent buildings will be maintained and coordinated with property owners



TXDOT - ASPHALT PAVING SECTION

ADA NOTES:

- ALL PEDESTRIAN FACILITIES (INCLUDING SIDEWALKS, RAMPS, CROSSWALKS, AND DETECTABLE WARNING SURFACES) SHALL COMPLY WITH THE LATEST EDITION OF THE AMERICANS WITH DISABILITIES ACT ACCESSIBILITY GUIDELINES (ADAAG) AND APPLICABLE STATE AND LOCAL ACCESSIBILITY STANDARDS.
- SIDEWALKS SHALL MAINTAIN A MINIMUM CLEAR WIDTH OF 4 FEET, EXCLUSIVE OF OBSTRUCTIONS, UNLESS OTHERWISE SPECIFIED. WHERE WIDTH IS CONSTRAINED, PASSING SPACES OF 5 FEET BY 5 FEET SHALL BE PROVIDED AT INTERVALS NOT EXCEEDING 200 FEET.
- THE MAXIMUM CROSS SLOPE FOR SIDEWALKS AND PEDESTRIAN PATHWAYS SHALL NOT EXCEED 2% (1:50) TO ENSURE ACCESSIBILITY.
- LONGITUDINAL SLOPES OF SIDEWALKS SHALL NOT EXCEED 5%.
- ACCESSIBLE RAMPS SHALL HAVE A MAXIMUM SLOPE OF 8.33% (1:12) AND SHALL INCLUDE LEVEL LANDINGS AT THE TOP AND BOTTOM.
- DETECTABLE WARNING SURFACES (TRUNCATED DOMES) SHALL BE INSTALLED AT ALL CURB RAMPS, PEDESTRIAN CROSSINGS, AND TRANSITIONS TO VEHICULAR WAYS IN ACCORDANCE WITH ADA STANDARDS. WARNING SURFACES SHALL BE SLIP-RESISTANT AND CONTRAST VISUALLY WITH ADJACENT SURFACES.
- CURB RAMPS SHALL BE PROVIDED AT ALL PEDESTRIAN CROSSINGS AND SHALL ALIGN WITH THE DIRECTION OF TRAVEL. THE MINIMUM WIDTH OF CURB RAMPS SHALL BE 4 FEET, EXCLUSIVE OF FLARED SIDES.
- CONSTRUCTION TOLERANCES SHALL NOT RESULT IN SLOPES, WIDTHS, OR ELEVATIONS THAT VIOLATE ADA ACCESSIBILITY REQUIREMENTS. THE CONTRACTOR SHALL VERIFY COMPLIANCE DURING AND AFTER CONSTRUCTION.
- THE CONTRACTOR SHALL COORDINATE WITH THE ENGINEER TO RESOLVE ANY FIELD CONDITIONS THAT MAY CONFLICT WITH ADA COMPLIANCE PRIOR TO PROCEEDING WITH CONSTRUCTION.

NOTES:

- LOCATION OF EXISTING UTILITIES ARE SHOWN AS APPROXIMATE. CONTRACTOR TO FIELD VERIFY HORIZONTAL AND VERTICAL LOCATIONS PRIOR TO CONSTRUCTION.
- DRIVEWAY IMPROVEMENT LIMITS ARE SHOWN AS APPROXIMATE. ADJUSTMENT TO DRIVEWAY IMPROVEMENT LIMITS MAY BE NECESSARY TO PRESERVE POSITIVE DRAINAGE CONDITIONS.
- CONTRACTOR SHALL USE CAUTION WHEN GRADING OVER EXISTING UTILITIES.
- EXISTING CONDITIONS, GRADES, AND ELEVATIONS CURRENTLY DEPICTED IN THE PLANS ARE DERIVED FROM A TOPOGRAPHY SURVEY CONDUCTED IN APRIL 2024.
- CONTRACTOR SHALL NOTIFY ENGINEER OF ANY DISCREPANCIES FROM THE INFORMATION PROVIDED IN THESE CONSTRUCTION PLANS.
- ALL CURBS SHALL BE REINFORCED CONCRETE PER CITY OF ANNA STANDARDS.
- COMPACTED FILL PER CITY OF ANNA STANDARD SPECIFICATIONS.
- CONSTRUCTION & EXPANSION JOINTS SHALL BE INSTALLED PER CITY STANDARD (ALL CURB RETURNS, PC, PT, PCC, AND PRC STATIONS).
- CONCRETE DRIVEWAY SHALL BE REPLACED IN KIND.

SCALE: 1" = 20'

ORIGINALLY PLOTTED 22"x34"

WARNING
THE CONTRACTOR SHALL CONTACT THE FOLLOWING AT LEAST 48 HOURS PRIOR TO EXCAVATION IN THIS AREA.

TEXAS ONE - 811 CALL SYSTEM (800) DIG-TESS

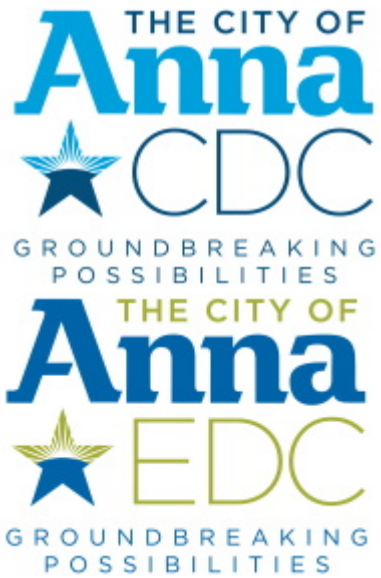
REV.	DESCRIPTION	DATE

**4TH STREET IMPROVEMENTS
PAVING PLAN**

CITY OF ANNA, COLLIN COUNTY, TEXAS
CITY OF ANNA
P.O. Box 776, 120 W. 7th St.
Anna, TX 75409

HUITT ZOLLARS
5430 LBJ Freeway, Suite 1500, Dallas, Texas 75240-2675
214.871.3311 www.huittzollars.com

PROJECT NO.
R316114.01
SHEET
C3.00



AGENDA ITEM:

Adjourn.

SUMMARY:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

ATTACHMENTS:

Item No. 10.

EDC/CDC Agenda
Staff Report

Meeting Date: 1/8/2026

Staff Contact: