

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

Thursday, June 4, 2026 @ 6:00 PM

The CDC/EDC of the City of Anna will meet on Thursday, June 4, 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, with liberty 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 May 7, 2026, Joint Community Development Corporation and Economic Development Corporation Meeting. (CDC)
 - b. Approve minutes from the May 7, 2026, Joint Community Development Corporation and Economic Development Corporation Meeting. (EDC)
5. **Items For Individual Consideration.**
 - a. Conduct a Public Hearing and Consider/Discuss/Action on Resolution No.

2026-06-9 approving an Economic Development Incentive Agreement between the Anna Community Development Corporation, the City of Anna, and BVE Anna NEC LLC relating to the proposed Rosamond Town Center Development. (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 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, 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 05/29/2026.

Natasha Roach,
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, June 4, 2026 @ 6:00 PM

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

The Anna City Council, Board of Adjustment, Neighbor Engagement and Inclusion Advisory Commission, Parks and Recreation Advisory Board, and Planning and Zoning Commission may have a quorum in attendance at this meeting.

CDC/EDC Meeting

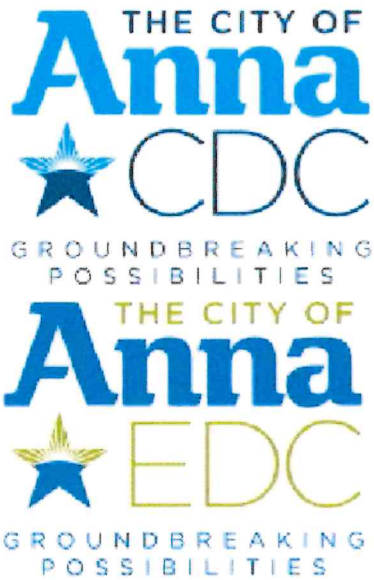
It is not a certainty that a Quorum or other number of members of a City Affiliated Body will attend the event; and

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, 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, 05/29/2026

Natasha Roach,
Director of Economic Development



Item No. 1.

EDC/CDC Agenda
Staff Report

Meeting Date: 6/4/2026

Staff Contact:

AGENDA ITEM:

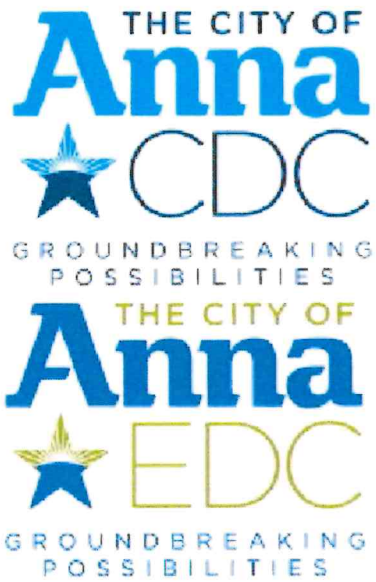
Call to Order, Roll Call, and Establishment of Quorum.

SUMMARY:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

ATTACHMENTS:



**AGENDA ITEM:
Invocation and Pledge of Allegiance.**

SUMMARY:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

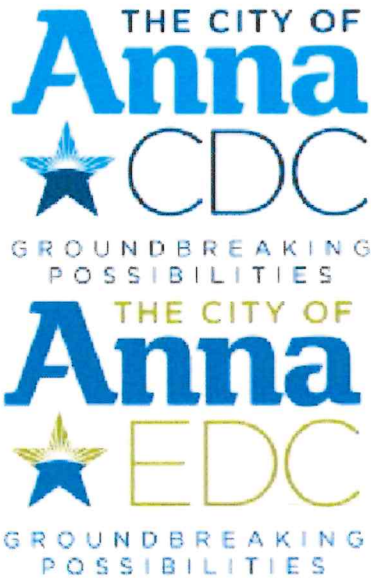
ATTACHMENTS:

Item No. 2.

EDC/CDC Agenda
Staff Report

Meeting Date: 6/4/2026

Staff Contact:



Item No. 3.

EDC/CDC Agenda
Staff Report

Meeting Date: 6/4/2026

Staff Contact:

AGENDA ITEM:

Neighbor Comments.

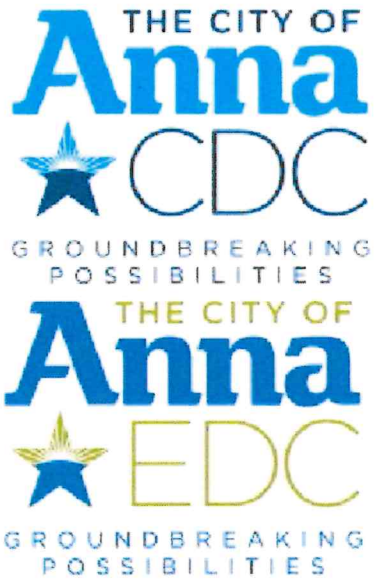
SUMMARY:

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:



AGENDA ITEM:
Consent Agenda.

SUMMARY:

FINANCIAL IMPACT:

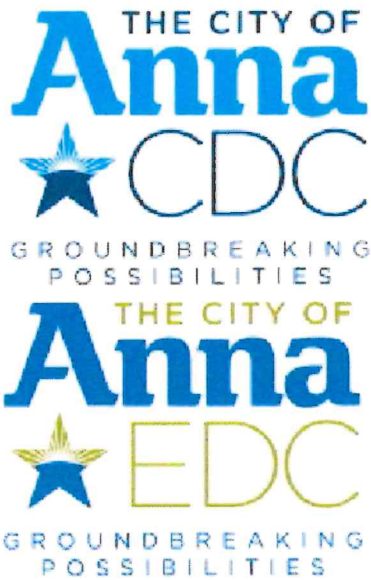
STAFF RECOMMENDATION:

ATTACHMENTS:

Item No. 4.

EDC/CDC Agenda
Staff Report

Meeting Date: 6/4/2026
Staff Contact:



Item No. 4.a.

EDC/CDC Agenda
Staff Report

Meeting Date: 6/4/2026
Staff Contact: Salena Tittle

AGENDA ITEM:

Approve minutes from the May 7, 2026, Joint Community Development Corporation and Economic Development Corporation Meeting. (CDC)

SUMMARY:

Review and approve the meeting minutes from the May 7, 2026, Joint CDC/EDC Meeting.

FINANCIAL IMPACT:

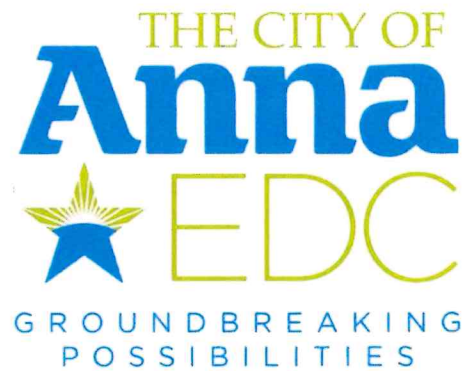
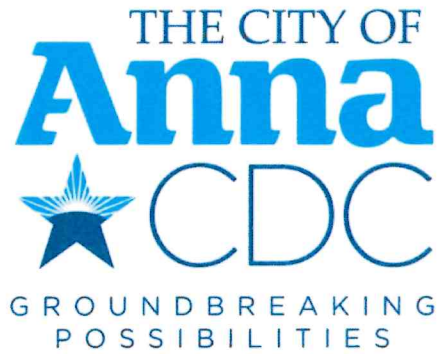
This item has no financial impact.

STAFF RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

1. May 7_2026 CDC EDC Joint Meeting Minutes_Draft



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

Thursday, May 7, 2026 @ 6:00 PM

The Anna Community Development Corporation and the Anna Economic Development Corporation conducted a joint meeting at 6:00 PM on Thursday, May 7, 2026, 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 Vice-President Manny Singh at **6:02 PM.***

Members Present:

Board Vice-President Manny Singh
Board Member Noah Nylander
Board Member Rocio Gonzalez
Board Member Edward Culham
Board Member Regina Leachman

Others Present:

Interim Director Natasha Roach
Economic Development Manager Salena Tittle
City Manager Ronda Perez
City Attorney Clark McCoy
Council Member Stan Carver (Council Liaison)

Absent:

Board President Bruce Norwood
Board Secretary Dwyke Williams

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

Board Member Regina Leachman led the Invocation and 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.

4. **Consent Agenda.**

a. Approve minutes from the April 2, 2026, Joint Community Development Corporation and Economic Development Corporation Meeting. (CDC)

b. Approve minutes from the April 2, 2026, Joint Community Development Corporation and Economic Development Corporation Meeting. (EDC)

MOTION: Board Member Regina Leachman made a motion on behalf of the CDC and EDC to approve Consent Agenda Items, 4a & 4b. Board Member Rocio Gonzalez seconded the motion. In a 5-0 vote, all were in favor. Motion passed.

5. **Individual Consideration.**

There were none.

6. **Manager's Report.**

a. Strategic Plan Update

Economic Development Manager, Salena Tittle, gave a brief overview of the highlights for the month of April. Those highlights included: Community Engagement, Professional Development, Partnership Events, Small Business Highlights, Appreciation Events, and Sponsorships.

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 February 2026, which is up approximately 13% from the previous year.

No Action Taken

- c. Event Updates / Upcoming Events / Reminders

Economic Development Manager, Salena Tittle, provided the Board with one reminder: Remember Shop Local, Dine Local, and Support Local, not just during National Small Business Week which is May 3rd through May 9th, but every day. 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 Rocio Gonzalez made a motion to enter into closed session. Board Member Regina Leachman seconded the motion. In a 5-0 vote, all were in favor. Motion passed.

The CDC/EDC Board entered into closed session at 6:10 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 Vice-President Manny Singh called the CDC/EDC Board Meeting back into open session at 8:14 PM.

The Board proceeded to take action on three items.

1. *Board Vice-President Manny Singh requested a motion on appointing Board Member Rocio Gonzalez as the Board Secretary for this meeting only, in Dwyke Williams absence.*

MOTION: Board Member Regina Leachman made a motion on behalf of the CDC/EDC to appoint Board Member Rocio Gonzalez as the Board Secretary for this meeting only. Board Member Noah Nylander seconded the motion. In a 5-0 vote, all were in favor. Motion passed.

2. *Board Vice-President Manny Singh moved that the Anna Community Development Corporation adopt a First Amendment to Leaseback Agreement between the Anna CDC and Bengal Anna Plaza, LLC, with the following conditions:*

(1) the Bengal Anna Plaza, LLC's owner and manager fully executes and delivers said First Amendment to Leaseback Agreement; and

(2) Bengal Anna Plaza, LLC delivers to City staff an executed amendment to a sublease with the Vape Shop owners in a form acceptable to the Anna CDC's legal counsel; and

(3) the CDC will not approve any additional extension requests after December 31, 2026.

MOTION: Board Member Edward Culham made a motion on behalf of the CDC to approve the First Amendment to Leaseback Agreement between the CDC and Bengal Anna Plaza, LLC, along with the

additional conditions. Board Member Rocio Gonzalez seconded the motion. In a 5-0 vote, all were in favor. Motion passed.

3. *Board Vice-President Manny Singh moved that the CDC Board of Directors adopt a Resolution approving a summary for incentive agreement and authorizing the Board to enter into an incentive agreement for development in or near Rosamond Town Center with approval of the CDC's legal counsel.*

MOTION: Board Member Edward Culham made a motion on behalf of the CDC to approve the Resolution of a summary for incentive agreement and authorizing the Board to enter into an incentive agreement for development in or near Rosamond Town Center with approval from the CDC's legal counsel. Board Member Regina Leachman seconded the motion. In a 5-0 vote, all were in favor. Motion passed.

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

There were none.

10. **Adjourn.**

Board Vice-President Manny Singh adjourned the meeting at 8:17 PM.

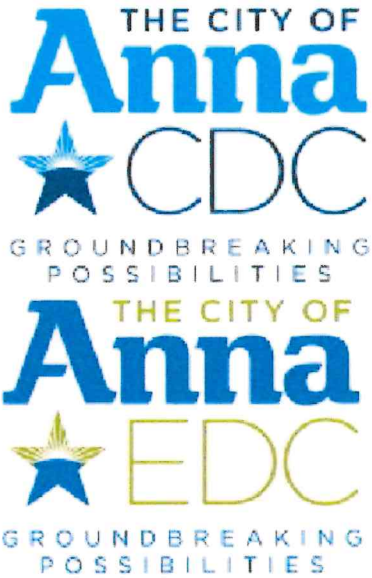
Approved on the 4th day of June, 2026.

APPROVED:

Bruce Norwood
President of CDC/EDC

ATTESTED:

Dwyke Williams
Secretary of CDC/EDC



Item No. 4.b.

EDC/CDC Agenda
Staff Report

Meeting Date: 6/4/2026
Staff Contact: Salena Tittle

AGENDA ITEM:

Approve minutes from the May 7, 2026, Joint Community Development Corporation and Economic Development Corporation Meeting. (EDC)

SUMMARY:

Review and approve the meeting minutes from the May 7, 2026, Joint CDC/EDC Meeting.

FINANCIAL IMPACT:

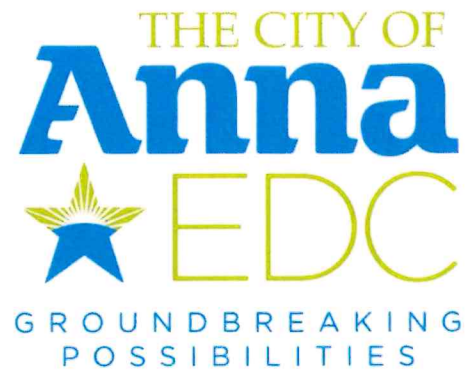
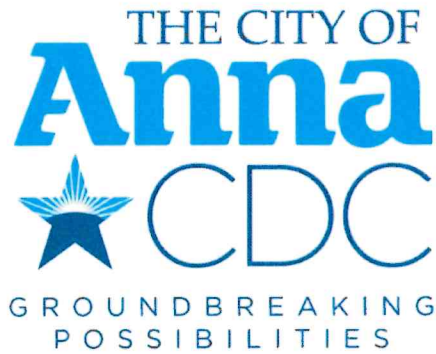
This item has no financial impact.

STAFF RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

1. May 7_2026 CDC EDC Joint Meeting Minutes_Draft



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

Thursday, May 7, 2026 @ 6:00 PM

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

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Members Present:

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Board Member Rocio Gonzalez
Board Member Edward Culham
Board Member Regina Leachman

Others Present:

Interim Director Natasha Roach
Economic Development Manager Salena Tittle
City Manager Ronda Perez
City Attorney Clark McCoy
Council Member Stan Carver (Council Liaison)

Absent:

Board President Bruce Norwood
Board Secretary Dwyke Williams

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

Board Member Regina Leachman led the Invocation and Pledge of Allegiance and the Texas Pledge.

3. **Neighbor Comments.**

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There were none.

4. **Consent Agenda.**

- a. Approve minutes from the April 2, 2026, Joint Community Development Corporation and Economic Development Corporation Meeting. (CDC)
- b. Approve minutes from the April 2, 2026, Joint Community Development Corporation and Economic Development Corporation Meeting. (EDC)

MOTION: Board Member Regina Leachman made a motion on behalf of the CDC and EDC to approve Consent Agenda Items, 4a & 4b. Board Member Rocio Gonzalez seconded the motion. In a 5-0 vote, all were in favor. Motion passed.

5. **Individual Consideration.**

There were none.

6. **Manager's Report.**

- a. Strategic Plan Update

Economic Development Manager, Salena Tittle, gave a brief overview of the highlights for the month of April. Those highlights included: Community Engagement, Professional Development, Partnership Events, Small Business Highlights, Appreciation Events, and Sponsorships.

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 February 2026, which is up approximately 13% from the previous year.

No Action Taken

- c. Event Updates / Upcoming Events / Reminders

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No Action Taken

7. **Closed Session.**

MOTION: Board Member Rocio Gonzalez made a motion to enter into closed session. Board Member Regina Leachman seconded the motion. In a 5-0 vote, all were in favor. Motion passed.

*The CDC/EDC Board entered into closed session at **6:10 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.
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- 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 Vice-President Manny Singh called the CDC/EDC Board Meeting back into open session at **8:14 PM**.*

The Board proceeded to take action on three items.

1. *Board Vice-President Manny Singh requested a motion on appointing Board Member Rocio Gonzalez as the Board Secretary for this meeting only, in Dwyke Williams absence.*

MOTION: Board Member Regina Leachman made a motion on behalf of the CDC/EDC to appoint Board Member Rocio Gonzalez as the Board Secretary for this meeting only. Board Member Noah Nylander seconded the motion. In a 5-0 vote, all were in favor. Motion passed.

2. *Board Vice-President Manny Singh moved that the Anna Community Development Corporation adopt a First Amendment to Leaseback Agreement between the Anna CDC and Bengal Anna Plaza, LLC, with the following conditions:*

(1) the Bengal Anna Plaza, LLC's owner and manager fully executes and delivers said First Amendment to Leaseback Agreement; and

(2) Bengal Anna Plaza, LLC delivers to City staff an executed amendment to a sublease with the Vape Shop owners in a form acceptable to the Anna CDC's legal counsel; and

(3) the CDC will not approve any additional extension requests after December 31, 2026.

MOTION: Board Member Edward Culham made a motion on behalf of the CDC to approve the First Amendment to Leaseback Agreement between the CDC and Bengal Anna Plaza, LLC, along with the

additional conditions. Board Member Rocio Gonzalez seconded the motion. In a 5-0 vote, all were in favor. Motion passed.

3. *Board Vice-President Manny Singh moved that the CDC Board of Directors adopt a Resolution approving a summary for incentive agreement and authorizing the Board to enter into an incentive agreement for development in or near Rosamond Town Center with approval of the CDC's legal counsel.*

MOTION: Board Member Edward Culham made a motion on behalf of the CDC to approve the Resolution of a summary for incentive agreement and authorizing the Board to enter into an incentive agreement for development in or near Rosamond Town Center with approval from the CDC's legal counsel. Board Member Regina Leachman seconded the motion. In a 5-0 vote, all were in favor. Motion passed.

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

There were none.

10. **Adjourn.**

Board Vice-President Manny Singh adjourned the meeting at 8:17 PM.

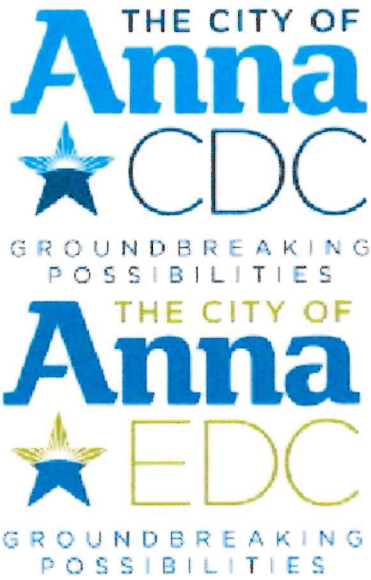
Approved on the 4th day of June, 2026.

APPROVED:

Bruce Norwood
President of CDC/EDC

ATTESTED:

Dwyke Williams
Secretary of CDC/EDC



AGENDA ITEM:
Items For Individual Consideration.

SUMMARY:

FINANCIAL IMPACT:

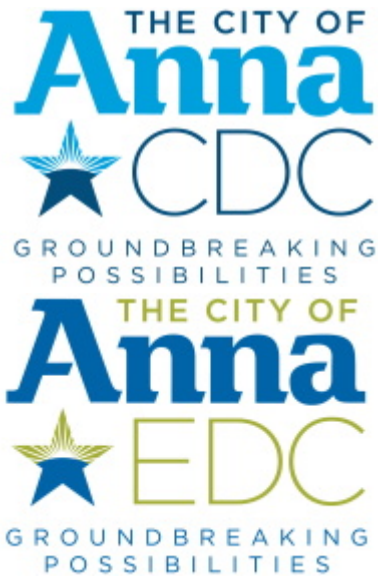
STAFF RECOMMENDATION:

ATTACHMENTS:

Item No. 5.

EDC/CDC Agenda
Staff Report

Meeting Date: 6/4/2026
Staff Contact:



Item No. 5.a.

EDC/CDC Agenda
Staff Report

Meeting Date: 6/4/2026
Staff Contact: Natasha Roach

AGENDA ITEM:

Conduct a Public Hearing and Consider/Discuss/Action on Resolution No. 2026-06-9 approving an Economic Development Incentive Agreement between the Anna Community Development Corporation, the City of Anna, and BVE Anna NEC LLC relating to the proposed Rosamond Town Center Development. (CDC)

SUMMARY:

This item is to consider approval of an Economic Development Incentive Agreement between the City of Anna, the Anna Community Development Corporation (CDC), and BVE Anna NEC SPE LLC for the development of a major retail project (anticipated to be a Target or similar anchor retailer) on approximately 25.67 acres located near the northeast corner of US 75 and Rosamond Parkway.

The agreement provides performance-based incentives to support construction of:

Stage 1: A minimum 140,000-square-foot anchor retail store

Stage 2: An additional 90,000 square feet of retail space

Incentives include:

- Annual Sales Tax Grants
- Performance Bonus
- Impact Fee Credits:

Key Performance Requirements:

- Certificate of Occupancy for the anchor store by **April 30, 2028** (with a potential 12-month extension)
- Completion of additional retail space by **September 30, 2029** (with extension option)
- Continued operation as a qualifying anchor retail store during the incentive term

Protective Provisions:

- Incentives are **performance-based and tied to actual sales tax generation**
- Reductions or termination of incentives if construction deadlines are not met
- Repayment provisions if tax revenues are later disallowed or reallocated by the State
- Security required for impact fee credits

City Council approved this incentive agreement at their May 26, 2026 City Council Meeting.

FINANCIAL IMPACT:

Details of the financial impact are as follows:

Annual Sales Tax Grants (up to 5 years):

- 50% of the City's sales tax and 25% of the CDC's sales tax generated by the store
- Capped at **\$3,592,851 total**

Performance Bonus:

- One-time payment of **\$500,000** if annual sales exceed \$90 million in the final year

Impact Fee Credits:

- Up to **\$2,807,149** for water, wastewater, and roadway impact fees

STAFF RECOMMENDATION:

Staff recommends approval of the Economic Development Incentive Agreement and execution by the President or Vice-President of the Board of Director's subject to approval as to legal form by the Corporation's legal council.

ATTACHMENTS:

1. 2026-06-9 CDC Resolution - Target Incentive Agreement
2. Council Resolution - CDC Resolution Incentive for Rosamond Town Center (Signed)
3. Exhibit A - Agreement

ANNA COMMUNITY DEVELOPMENT CORPORATION

RESOLUTION NO. 2026-06-9

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ANNA COMMUNITY DEVELOPMENT CORPORATION APPROVING AN ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT BY AND AMONG THE CITY OF ANNA, TEXAS, THE ANNA COMMUNITY DEVELOPMENT CORPORATION, AND BVE ANNA NEC LLC, RELATING TO THE PROPOSED ROSAMOND TOWN CENTER DEVELOPMENT AND TARGET STORE; AUTHORIZING EXECUTION BY THE PRESIDENT OR VICE PRESIDENT OF THE BOARD OF DIRECTORS SUBJECT TO APPROVAL AS TO LEGAL FORM BY THE CORPORATION'S LEGAL COUNSEL; AUTHORIZING RELATED ACTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Anna Community Development Corporation (the "Corporation") is a nonprofit corporation created to promote and assist economic development within the City of Anna, Texas (the "City") and to undertake lawful projects in furtherance of such purposes; and

WHEREAS, BVE ANNA NEC LLC, a Delaware limited liability company ("BVE"), and Target Corporation, a Minnesota corporation ("Target"), propose to develop a retail project associated with the Rosamond Town Center development within the City (the "Project"); and

WHEREAS, the Economic Development Incentive Agreement by and among the City, the Corporation, and BVE, attached hereto as Exhibit A (the "Agreement"), provides terms and conditions for certain economic development incentives, including sales tax grant participation by the Corporation and related obligations of BVE, subject to the conditions and limitations set forth in the Agreement; and

WHEREAS, the Board of Directors (the "Board") finds that the Corporation's participation in the Agreement will promote new or expanded business development, stimulate commercial activity, and further the purposes for which the Corporation was created; and

WHEREAS, the Board desires to approve and to authorize the President or Vice President of the Board of Directors to execute the Agreement on behalf of the Corporation, subject to approval as to legal form by the Corporation's legal counsel;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE ANNA COMMUNITY DEVELOPMENT CORPORATION:

Section 1. Findings. The recitals set forth above are hereby found to be true and correct and are incorporated into this resolution for all purposes.

Section 2. Approval of Agreement; Authorization to Execute. The Board hereby approves the Agreement substantially in the form presented to the Board at the public meeting at which this resolution was approved, with such revisions, additions, and completions as are approved as to legal form by the Corporation's legal counsel. Subject to such legal form approval, the President or Vice President of the Board of Directors is hereby authorized to execute and deliver the Agreement on behalf of the Corporation and to execute and deliver any related documents, certificates, notices, or instruments reasonably necessary or appropriate to carry out the purposes of this resolution and the Agreement. This resolution does not independently create any obligation of the Corporation to pay or provide any incentive except as expressly provided in the Agreement after the Agreement has been fully executed and all applicable conditions precedent and statutory, budgetary, and contractual requirements have been satisfied.

Section 3. Effective Date. This resolution shall take effect immediately upon its passage and approval.

PASSED AND APPROVED by the Board of Directors of the Anna Community Development Corporation on this 4th day of June, 2026.

APPROVED:

ATTEST:

Bruce Norwood, President

Dwyke Williams, Secretary

CITY OF ANNA, TEXAS
RESOLUTION NO. 2026-05-1922

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS, APPROVING AND AUTHORIZING A JOINT PROJECT OF THE CITY OF ANNA AND THE ANNA COMMUNITY DEVELOPMENT CORPORATION RELATING TO THE PROPOSED ROSAMOND TOWN CENTER DEVELOPMENT AND TARGET RETAIL STORE; AUTHORIZING RELATED ACTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Anna, Texas (the "City") is a home-rule municipality acting under its Charter and the laws of the State of Texas; and

WHEREAS, the Anna Community Development Corporation (the "Corporation") is a nonprofit corporation created to promote and assist economic development within the City and to undertake lawful projects in furtherance of such purposes; and

WHEREAS, BVE ANNA NEC SPE LLC, a Delaware limited liability company ("BVE") proposes to develop a retail project associated with the Rosamond Town Center development within the City (the "Project"); and

WHEREAS, on or about April 29, 2026, the City Manager executed an Incentive Agreement Summary, acknowledged by BVE, memorializing key non-binding business terms for a proposed economic development incentive agreement relating to the Project (the "Letter"); and

WHEREAS, the currently proposed Economic Development Incentive Agreement among the City, the Corporation, and BVE (the "Agreement") provides terms and conditions for certain economic development incentives, including sales tax grant participation by the Corporation and related obligations of BVE and a Target Retail Store, as defined therein, subject to the conditions and limitations set forth in the Agreement; and

WHEREAS, the Board of Directors of the Corporation (the "Board") held a duly noticed public meeting and adopted a resolution approving and ratifying, for purposes of the Corporation, the City Manager's execution of the Letter, approving the Agreement substantially in the form presented to the Board, and authorizing the President or Vice President of the Board to execute the Agreement on behalf of the Corporation, subject to approval as to legal form by the Corporation's legal counsel (the "CDC Resolution"); and

WHEREAS, the Board found that the Corporation's participation in the Agreement will promote new or expanded business development, stimulate commercial activity, and further the purposes for which the Corporation was created; and

WHEREAS, Texas Local Government Code Section 505.158 provides that, for a Type B corporation authorized to be created by a municipality with a population of 20,000 or less, "project" includes land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements found by the corporation's board of directors to promote new or expanded business development; and

WHEREAS, Texas Local Government Code Section 505.158 further provides that a Type B corporation may not undertake a project authorized by that section that requires an expenditure of more than \$10,000 until the governing body of the corporation's authorizing municipality adopts a resolution authorizing the project after giving the resolution at least two separate readings; and

WHEREAS, the City Council of the City of Anna, Texas (the "City Council") has given this resolution two separate readings in a duly noticed public meeting of the City Council; and

WHEREAS, the City Council agrees with the Board's findings, supports the Project, and desires to approve and authorize the Project without reservation;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS, THAT:

Section 1. Recitals Incorporated. The recitals set forth above are incorporated herein for all purposes as if fully set forth herein.

Section 2. Approval and Authorization of Project. For purposes of Texas Local Government Code Section 505.158 and all other applicable law, the City Council hereby approves and authorizes the Board and the Corporation to undertake the Project, including the Corporation's participation in the Agreement, subject to the terms and conditions of the Agreement and the CDC Resolution.

Section 3. City Approval of Agreement. To the extent City Council approval is required for the City's participation in the Agreement, the City Council hereby approves the Agreement substantially in the form presented to the City Council and authorizes the City Manager to execute the Agreement on behalf of the City, with such revisions, additions, and completions as are approved as to legal form by the City Attorney and so long as such revisions do not materially alter the rights or obligations approved by this resolution.

Section 4. Authorization for Related Actions. The City Manager, Corporation officers, City staff, consultants, representatives, and legal counsel are hereby authorized to take such actions as are reasonably necessary or appropriate to carry out the purposes of this resolution, the Project, and the Agreement, including coordinating execution, notices, records, certificates, and related documents.

Section 5. Effective Date. This resolution shall take effect immediately upon its passage and approval following the required readings.

PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 26th day of May 2026.

ATTEST:

APPROVED:

Carrie L. Land
City Secretary Carrie Land

P.C.
Mayor Pete Cain



ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

THIS ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT (this "Agreement") is made and entered into this 4 day of June, 2026 by and between the CITY OF ANNA, TEXAS (the "City"), the ANNA COMMUNITY DEVELOPMENT CORPORATION (the "CDC"), and BVE ANNA NEC LLC, a Delaware limited liability company, and its successors or assigns ("BVE").

WHEREAS, that certain real property consisting of approximately 25.67 total acres of land located at or near the northeast corner of the intersection of Highway 75 and Rosamond Parkway, in the City of Anna, County of Collin, State of Texas, as generally described and depicted on Exhibit A and labeled Phases II and III, attached hereto and incorporated by reference ("the Property"), is currently under contract to be acquired by BVE and used by a Target Retail Store; and

WHEREAS, BVE has requested certain economic development incentives for the retail store on the Property to defray a portion of the costs of the improvements and infrastructure associated with the Property; and

WHEREAS, Chapter 380 of the Texas Local Government Code provides that Texas municipalities may create programs to promote local economic development; and

WHEREAS, the City has concluded and hereby finds that this Agreement clearly promotes economic development in the City and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code, as amended, and further, is in the best interests of the City and the CDC; and

WHEREAS, the City has determined that making economic development grants to BVE in accordance with this Agreement will further the objectives of 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; and

WHEREAS, the City has adopted programs for promoting economic development, and this Agreement and the economic development incentives set forth herein are given and provided by the City pursuant to and in accordance with those programs; and

WHEREAS, the CDC has found that its participation in this Agreement will promote new or expanded business development;

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 City, the CDC, and BVE covenant and agree as follows:

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:

"Annual Sales Tax Grants" shall mean economic development grants to be paid annually to BVE as set forth herein, each in the amount equal to the total of: (i) fifty percent (50%) of the Sales Tax Receipts received by the City for the applicable Sales Tax Reporting Period (the "City Grant Contribution"), and (ii) twenty-five percent (25%) of the Sales Tax Receipts received by the CDC for the applicable Sales Tax Reporting Period. The amount of each Annual Sales Tax Grant shall be computed by multiplying the Sales Tax Receipts received by the City for the given Sales Tax Reporting Period times fifty percent (50%) and additionally multiplying the Sales Tax Receipts received by the CDC for the given Sales Tax Reporting Period times twenty-five percent (25%), less the administrative

fee charged to the City by the State of Texas. Notwithstanding the foregoing or any other provision of this Agreement, the City Grant Contribution shall be reduced by 50% if BVE fails to meet the Stage 1 Improvements Deadline or as extended pursuant to Section 3(c) if BVE timely provides the Stage 1 Extension Notice.

"Bankruptcy or Insolvency" shall mean the dissolution or termination of a Party's existence as an ongoing 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.

"Certificate of Occupancy" means a certificate defined and described under Anna City Code of Ordinances Sections 9.02.029(b) and 9.04.082(c), as amended, required to use or occupy or permit the use or occupancy of any building or premises.

"Commencement Date" shall mean the date a certificate of occupancy is issued by the City for occupancy of the Stage 1 Improvements by a Target Retail Store.

"Completion of Construction" shall mean that (i) the Stage 1 Improvements or Stage 2 Improvements, as applicable, 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 such improvements.

"Consummated" is defined in Section 321.203, Texas Tax Code, or its successor.

"Effective Date" shall mean the last date of execution hereof.

"Expiration Date" shall mean the earlier of: (i) the date of payment of the fifth (5th) Annual Sales Tax Grant; or (ii) the date of payment of the Maximum Sales Tax Grant amount.

"Force Majeure" 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).

"Gross Revenue" shall mean the dollar amount of sales of Taxable Items consummated on the Property.

"Impact Fees" shall mean the water, wastewater, and roadway impact fees assessed and charged against the Property in accordance with Chapter 395 of the Texas Local Government Code and as set forth in this Agreement.

"Impact Fee Credit" shall mean a not-to-exceed \$2,807,149 impact fee credit required to be provided by the City in accordance with Section 4 of this Agreement.

"Impositions" shall mean all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees and other charges, whether general or special, ordinary or extraordinary, foreseen or unforeseen, which are or may be assessed, charged, levied, or imposed by any public or

governmental authority or the City on BVE, and/or a BVE affiliate, and applicable to the development of the Property.

"Maximum Sales Tax Grant" shall mean the cumulative payment of Annual Sales Tax Grants to BVE in an amount not to exceed \$3,592,851; provided, however, the Maximum Sales Tax Grant amount only applies to cap the aggregate amount of Annual Sales Tax Grants and does not apply to or place a cap on the Earned Bonus Grant described in Section 2(a).

"Party" shall mean any party to this Agreement.

"Payment Request" shall mean a written request from BVE to the City for payment of an Annual Sales Tax Grant for the applicable Sales Tax Reporting Period.

"Sales and Use Tax" shall mean both of: (i) the City's one and one-quarter percent (1.25%) general municipal sales and use tax imposed pursuant to Chapter 321, Texas Tax Code, on the sale of Taxable Items by a Target Retail Store consummated on the Property; and (ii) the CDC's three-quarter percent (0.75%) sales and use tax imposed pursuant to Subchapter F of Chapter 505, Texas Local Gov't Code, on the sale of Taxable Items by a Target Retail Store consummated on the Property.

"Sales Tax Area Reports" shall mean reports provided by the Comptroller to the City pursuant to Texas Tax Code, Section 321.3022, or other applicable law, with respect to Sales and Use Tax allocations attributable to the sale of Taxable Items by a Target Retail Store consummated on the Property or if such reports are not available from the Comptroller, such other documentation in a form reasonably acceptable to the City setting forth the collection of Sales and Use Tax by a Target Retail Store received by the City from the Comptroller for the sale of Taxable Items by a Target Retail Store consummated on the Property.

"Sales Tax Certificate" shall mean one or more Sales Tax Area Reports or a report provided by the Comptroller to the City in accordance with Section 321.3022, Texas Tax Code (or other applicable law), which lists the amount of Sales and Use Tax collected (including any refunds, credits or adjustments) for the Sales Tax Reporting Period paid by a Target Retail Store and received by the City from the Comptroller from the sale of Taxable Items consummated by a Target Retail Store on the Property and, in turn, paid by the Comptroller to the City for use by the City and/or CDC in accordance with this Agreement; or, if such a report is not available, then a certificate or statement in a form reasonably approved by the City, setting forth the collection of Sales and Use Tax (including any refunds, credits or adjustments) by a Target Retail Store received by the City and/or CDC from the Comptroller, from the sale of Taxable Items by a Target Retail Store consummated on the Property, including supporting documentation, to be provided by a Target Retail Store that provides the same or similar information, as such other information as the City may reasonably require from time to time.

"Sales Tax Receipts" shall mean the City's and the CDC's receipt of the Sales and Use Tax from the Comptroller from a Target Retail Store's collection of Sales and Use Tax (it being expressly understood that the references to the amounts of the Sales and Use Tax receipts are being used only as a measurement for the use of general funds to make a grant for economic development purposes) as a result of the sale of Taxable Items by a Target Retail Store for the Sales Tax Reporting Period consummated on the Property.

"Sales Tax Reporting Period" shall mean a calendar year (with the calendar year ending December 31) except that (1) the Target Retail Store may designate a different period coinciding with the fiscal year covered by its annual Sales and Use Tax return filed with the State of Texas and (2) the first Sales Tax Reporting Period shall begin on the Commencement Date and continue through and include the last day of the first full calendar year or fiscal year, as applicable, following the Commencement Date.

"*Stage 1 Improvements*" shall mean a Target Retail Store constructed on the Property that is at least 140,000 square feet and more fully described in the submittals filed by BVE and/or the Target Retail Store, or any of their respective agents, with the City, from time to time, in order to obtain one or more building permits.

"*Stage 2 Improvements*" shall mean at least 50,000 square feet of retail store spaces—in addition to the Stage 1 Improvements—constructed on the Property.

"*State of Texas*" shall mean the Office of the Texas Comptroller, or its successor.

"*Target Retail Store*" shall mean a Target retail store or another national, top-tier, anchor brand with annual Gross Revenue of at least \$80,000,000.

"*Taxable Items*" shall mean both "taxable items" and "taxable services" as those terms are defined by Chapter 151, Texas Tax Code, as amended.

2. Sales Tax Grants.

(a) Annual Sales Tax Grants. Subject to the continued satisfaction of all the terms and conditions of this Agreement by BVE, the City agrees to provide BVE with five (5) Annual Sales Tax Grants, which, in the aggregate, shall not exceed the amount of the Maximum Sales Tax Grant. In addition, if the Target Retail Store's Gross Revenue during the Sales Tax Reporting Period corresponding to the fifth (5th) and final Annual Sales Tax Grant exceeds \$90,000,000.00, then the City shall pay an additional one-time bonus incentive to BVE in the amount of \$500,000.00 (the "Earned Bonus Grant"). If BVE is entitled to the Earned Bonus Grant, the City shall pay BVE the Earned Bonus Grant amount at the same time it pays BVE the fifth (5th) and final Annual Sales Tax Grant amount. The Annual Sales Tax Grants shall be paid within ninety (90) days after receipt of a Payment Request. Each Payment Request shall be submitted to the City not later than April 1 of the calendar year immediately following the end of the applicable Sales Tax Reporting Period (or 90 days immediately following the end of the applicable Sales Tax Reporting Period if such period is not on a calendar year basis), beginning with the first Sales Tax Reporting Period. Failure to timely submit a Payment Request for a given Sales Tax Reporting Period shall require the City to notify BVE of such failure to submit and give BVE thirty (30) days to cure after its receipt of such notice. Each Annual Sales Tax Grant shall be paid by the City directly to BVE at the address BVE specified on the related Payment Request. Notwithstanding anything contained in this Agreement to the contrary, each of the Annual Sales Tax Grants (and Earned Bonus Grant, if applicable) payable pursuant to this Agreement shall be paid to BVE even if BVE sells or conveys the Property or ceases for any reason to be the owner of the Property.

(b) Adjustment Notification. BVE shall promptly notify the City in writing of any adjustments found, determined or made by the Target Retail Store, the State of Texas, or by an audit which results, or will result, in either a refund or reallocation of Sales Tax Receipts or the payment of Sales and Use Tax or involving amounts reported by the Target Retail Store as subject to this Agreement. Such notification shall also include the amount of any such adjustment in Sales and Use Tax or Sales Tax Receipts. BVE shall notify the City in writing within ninety (90) days after receipt of notice of the intent of the State of Texas to audit the Target Retail Store. Such notification shall also include the period of such audit or investigation.

(c) Adjustments. In the event the Target Retail Store files an amended Sales and Use Tax return, or report with the State of Texas, or if additional Sales and Use Tax is due and owing by the Target Retail Store to the State of Texas, as determined, or approved by the State of Texas affecting Sales Tax Receipts for a previous Sales Tax Reporting Period, then the Annual Sales Tax Grant payment for the Sales Tax Reporting Period immediately following such State of Texas

approved amendment shall be adjusted accordingly (*i.e.*, up or down, depending on the facts), provided the City has received Sales Tax Receipts attributed to such adjustment. As a condition precedent to payment of such adjustment, BVE shall provide the City with a copy of any such amended sales and use tax report or return, and the approval thereof by the State of Texas. Copies of any amended sales and use tax return or report or notification from the State of Texas that additional Sales and Use Tax is due and owing by the Target Retail Store to the State of Texas, as determined by the State of Texas, affecting Sales Tax Receipts for a previous Sales Tax Reporting Period shall be provided to the City with the Payment Request for the next Sales Tax Reporting Period.

(d) Refunds and Underpayments of Annual Sales Tax Grants. In the event the State of Texas issues a final determination that the City erroneously received (or failed to receive), for the benefit of the City, Sales Tax Receipts, or that the amount of Sales and Use Tax paid by the Target Retail Store exceeds (or is less than) the correct amount of Sales and Use Tax for a previous Sales Tax Reporting Period, for which BVE has received an Annual Sales Tax Grant, BVE shall, within sixty (60) days after receipt of notification thereof from the City specifying the amounts by which such Annual Sales Tax Grant exceeded (or was less than) the amount to which BVE was entitled pursuant to such State of Texas determination, adjust (up or down, depending on the facts) the amount claimed due for the Annual Sales Tax Grant payment for the Sales Tax Reporting Period immediately following such State of Texas determination. If the adjustment results in funds to be refunded to the City for the benefit of the City and/or the CDC, the City shall withhold such amount to be refunded from the next Annual Sales Tax Grant payment payable to BVE (or, in the case of an adjustment after the fifth (5th) and final Annual Sales Tax Grant is paid, then BVE shall make a direct refund/payment). As a condition precedent to payment of such refund, the City shall provide BVE with a copy of such determination issued by the State of Texas. If the adjustment results in additional funds to be paid to BVE, the City shall pay such amount to BVE as an addition to the next Annual Sales Tax Grant payment. The provisions of this section shall survive termination of this Agreement; and

(e) Grant Payment Termination: Suspension. The payment of the Annual Sales Tax Grants shall terminate on the effective date of a final determination by the State of Texas or other appropriate agency or court of competent jurisdiction that the Target Retail Store is not a place of business resulting in Sales and Use Taxes being due the City and/or CDC from the sale of Taxable Items by the Target Retail Store on the Property. In the event the State of Texas seeks to invalidate the Target Retail Store as a place of business where Sales and Use Tax was properly remitted to the State of Texas (the "Comptroller Challenge"), the payment of Annual Sales Tax Grants by the City and/or CDC hereunder shall be suspended until such Comptroller Challenge is resolved in whole and favorably to the City and the CDC. In such event, BVE shall not be required to return or refund Annual Sales Tax Grants previously received from the City and/or CDC provided the Target Retail Store is actively defending against and/or contesting the Comptroller Challenge and the Target Retail Store promptly informs the City in writing of such actions and provides copies of all documents and information reasonably related thereto. In the event the Comptroller Challenge is resolved favorably to the City and the CDC, the City shall remit to BVE within thirty (30) days thereafter all unpaid Annual Sales Tax Grants that it would have otherwise been entitled to during the suspension due to the Comptroller Challenge. In the event the Comptroller Challenge is not resolved favorably to the City and CDC and/or in the event the State of Texas determines that the Target Retail Store does not have a place of business on the Property or that the Target Retail Store is not a place of business where the Sales and Use Tax was properly remitted to the State of Texas, and Sales Tax Receipts previously paid or remitted to the City are reversed and required to be repaid to the State of Texas, then the obligation thereafter to pay the Annual Sales Tax Grants shall terminate, and BVE shall refund all respective amounts of Annual Sales Tax Grants received by BVE from the City and/or the CDC that relate to such Sales Tax Receipts required to be repaid to the State of Texas, which refund shall be paid to the City and/or CDC within ninety (90) days after the date that the Comptroller Challenge required the City to repay Sales Tax Receipts.

(f) Sales Tax Reports. The City and BVE designate this Agreement as a “revenue sharing agreement”, thereby entitling the City to request annual sales and use tax information from the Comptroller, pursuant to Section 321.3022 of the Texas Tax Code, as amended. The City shall request in writing that the Comptroller issue sales tax reports pursuant to Section 321.3022 for total sales of Taxable Items consummated on the Property by the Target Retail Store and the payment of Sales and Use Tax (the “Sales Tax Reports”) for each calendar year during the term hereof. To the extent that the release of any such reports or information regarding the Sales and Use Tax collected by the Target Retail Store for the sale of Taxable Items consummated on the Property by the Target Retail Store shall require the consent of the Target Retail Store, BVE shall provide such consent to the City. BVE shall timely and properly provide the sales tax identification numbers for the Target Retail Store so that payments can be verified by the City.

(g) Confidentiality. Unless otherwise determined by the Texas Attorney General in writing, the sales and use tax documentation referenced in this Agreement shall be considered confidential financial information contained in a public document (or other reproduction media) not subject to release to the public. The City shall seek a written opinion from the Texas Attorney General raising any applicable exception to release, prior to any release to a third-party under the Texas Public Information Act. The Parties agree, however, that this Agreement shall not be considered confidential.

(h) Additional Obligations. BVE agrees at all times during the term of this Agreement to cause the Target Retail Store to take any and all actions that are to be performed by the Target Retail Store pursuant to this Agreement, including, but not limited to, constructing the Stage 1 Improvements, operating a Target Retail Store on the Property, preparing and timely filing and presenting the items listed in clauses (1) through (4) set forth in Section 3(e) of this Agreement and such additional documentation referenced in Section 3(e) of this Agreement.

3. Obligations. The obligation of the City and the CDC to provide the Annual Sales Tax Grants and the obligation of the City to provide Impact Fee Credits hereunder shall be conditioned upon the compliance and satisfaction of each of the terms and conditions of this Agreement by BVE, including, without limitation, each of the terms and conditions set forth below:

(a) Payment Request. BVE shall provide the City with the applicable Payment Request.

(b) Good Standing. BVE shall not have an uncured breach of this Agreement.

(c) Completion of Construction of the Stage 1 Improvements and Stage 2 Improvements. BVE shall, subject to events of Force Majeure and Section 5(a)(2), cause Completion of Construction of the Stage 1 Improvements and obtain a Certificate of Occupancy for the Stage 1 Improvements by April 30, 2028 (the “Stage 1 Improvements Deadline”) or twelve (12) months after the Stage 1 Improvements Deadline if BVE provides a written notice to the City that it is exercising such twelve (12) month extension (the “Stage 1 Extension Notice”). In order to be entitled to said twelve (12) month extension, BVE must provide the Stage 1 Extension Notice to the City before the Stage 1 Improvements Deadline. Additionally, BVE shall, subject to events of Force Majeure and Section 5(a)(2), cause Completion of Construction of the Stage 2 Improvements and cause Certificates of Occupancy to be issued for the Stage 2 Improvements by September 30, 2029 (the “Stage 2 Improvements Deadline”) or twelve (12) months after the Stage 2 Improvements Deadline if BVE provides a written notice to the City that it is exercising such twelve (12) month extension for the Stage 2 Improvements (the “Stage 2 Extension Notice”). In order to be entitled to the twelve (12) month extension, BVE must provide the Stage 2 Extension Notice to the City before the expiration of the Stage 2 Improvements Deadline.

(d) Required Use. During the term of this Agreement following the Commencement Date and continuing thereafter until the Expiration Date, the Stage 1 Improvements shall not be used for any purpose other than as a Target Retail Store.

(e) Sales Tax Certificate. As a condition to the payment of each Annual Sales Tax Grant hereunder, the City shall have received a Sales Tax Certificate for the applicable Sales Tax Reporting Period for which payment of an Annual Sales Tax Grant is requested. The City shall obtain such Sales Tax Certificate from the Comptroller and shall provide a copy of each such Sales Tax Certificate to BVE upon its request. The City's obligations to calculate the Sales Tax Receipts or determine the entitlement of BVE to any Annual Sales Tax Grant or pay any Annual Sales Tax Grant during the term of this Agreement are contingent upon BVE providing items (1) through (4) set forth below and a Payment Request for the applicable Sales Tax Reporting Period. The City shall provide BVE with forms for items (1) through (4) set forth below and required herein. At the request of the City, BVE shall provide such additional documentation as may be reasonably requested by the City to evidence, support and establish the Sales Tax Receipts (including Sales and Use Tax paid directly to the State of Texas pursuant to a direct payment permit) received by the City from the State of Texas. Each Payment Request shall at a minimum be accompanied by the following:

- (1) Schedules, which show the amount of total sales of Taxable Items by the Target Retail Store consummated on the Property for the applicable Sales Tax Reporting Period, and the amount of Sales and Use Tax collected and paid to the State of Texas as a result of the sale of Taxable Items by the Target Retail Store consummated at the Property for the applicable Sales Tax Reporting Period;
- (2) A copy of all Sales and Use Tax returns and reports, Sales and Use Tax prepayment returns, direct payment permits and reports, including amended sales and use tax returns or reports, filed by the Target Retail Store for the applicable Sales Tax Reporting Period showing the Sales and Use Tax collected (including Sales and Use Tax paid directly to the State of Texas pursuant to a direct payment certificate) by the Target Retail Store for the sale of Taxable Items consummated at the Property;
- (3) A copy of all direct payment and self-assessment returns, if any, including amended returns, filed by the Target Retail Store for the applicable Sales Tax Reporting Period showing the Sales and Use Tax paid for the Target Retail Store's sale of Taxable Items consummated at the Property; and
- (4) Information concerning any refund or credit received by the Target Retail Store during the applicable Sales Tax Reporting Period of the Sales and Use Taxes paid or collected by the Target Retail Store which has previously been reported by the Target Retail Store as Sales and Use Tax paid or collected.

Within thirty (30) business days after a request by the City, BVE shall provide a release or releases to the City as necessary to allow the State of Texas to disclose the Sales and Use Tax information pertaining to the sale of Taxable Items by the Target Retail Store on the Property during the term of this Agreement in a form as may be required by the State of Texas.

4. Impact Fee Credits. The City shall provide Impact Fee Credits to BVE that would otherwise be charged against the Property for Impact Fees in a total not-to-exceed credit amount of \$2,807,149 (calculated in accordance with the City's Impact Fee amounts in effect at the time of application for a building permit for the Stage 1 Improvements). Notwithstanding the foregoing or any other provision of this Agreement:

(a) if BVE fails to meet the Stage 1 Improvements Deadline, as extended if applicable, then the Impact Fee Credit shall be reduced by 50%;

(b) if BVE meets the Stage 1 Improvements Deadline, as extended if applicable, but it fails to meet the Stage 2 Improvements Deadline, as extended if applicable, then the Impact Fee Credit shall be reduced by 50%; and

(c) if BVE fails to meet both of the applicable deadlines described in subsections (a) and (b), above, then the Impact Fee Credit shall be reduced to zero.

To the extent that Impact Fee Credits are reduced under this section ("Impact Fee Credit Reduction Amount"), the City may collect any Impact Fee Credit Reduction Amount from BVE at any time upon demand after such Impact Fees would have become due to be paid in the absence of this Agreement.

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;
- (3) by the City if any Impositions owed to the City or the State of Texas by the Target Retail Store with respect to the Property shall have become delinquent, (provided, however, the Target Retail Store retains the right to timely and properly protest and contest any such taxes or Impositions), provided, however, if the Target Retail Store becomes delinquent in such payments, the City will give BVE prompt written notice thereof at the address set forth above and prior to exercising any remedy as a result thereof, will afford BVE and the Target Retail Store an opportunity to cure such delinquent payments, in an amount not to exceed ninety (90) days; provided, however, nothing herein shall require BVE or the Target Retail Store to cure such delinquent payments, but only gives it the option to do so.
- (4) by the City if BVE or the Target Retail Store suffers a Bankruptcy or Insolvency; or
- (5) by any Party if any subsequent federal or state legislation or any final and non-appealable decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable.

(b) Effect of Termination. Except to the extent provided herein, upon termination of this Agreement, the Parties shall have no further liabilities or obligations under this Agreement.

(c) **Offsets.** The City may at its option, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to the City from BVE regardless of whether the amount due arises pursuant to the terms of this Agreement or otherwise; provided, however, that the debt due to the City has been finally determined or reduced to judgment by a court of competent jurisdiction.

6. **Binding Agreement.** The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the Parties.

7. **Limitation on Liability.** It is understood and agreed between the Parties that BVE in satisfying the conditions of this Agreement has acted independently, and the City assumes no responsibilities or liabilities to third parties in connection with BVE's actions.

8. **No Joint Venture.** It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the Parties.

9. **Authorization.** Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

10. **Reserved.**

11. **Construction of Agreement; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Collin County, Texas. Venue for any action arising under this Agreement shall lie in Collin County, Texas.

12. **Notices.** Any notices required or permitted to be given hereunder shall be given by hand delivery with proof of delivery or certified or registered mail, return receipt requested, to the addresses set forth below. Any notice sent by certified or registered mail shall be deemed delivered three days after deposit with USPS with proper postage paid.

If to the City or CDC: City of Anna
Attn: City Manager
120 W. 7th Street
Anna, Texas 75409

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

If to BVE: BVE ANNA NEC SPE LLC
c/o Big V Property Group
176 N. Main Street, Suite 210
Florida, New York 10921
Attn: Kenton McKeehan

With a copy to: Smith, Gambrell & Russell, LLP
1301 Avenue of the Americas, 15th Floor
New York, NY 10019
Attn: Sean Altschul & Tyler Cunningham

13. **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).

14. **Entire Agreement: Binding Effect.** 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.

15. **Indemnification.** BVE AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND THE CDC AND THEIR RESPECTIVE OFFICIALS, OFFICERS, REPRESENTATIVES, ATTORNEYS, AGENTS AND EMPLOYEES (COLLECTIVELY FOR THE PURPOSE OF THIS SECTION, THE "CITY") HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, LAWSUITS, JUDGMENTS, REASONABLE ATTORNEY FEES, COSTS, EXPENSES, AND DEMANDS BY THE STATE OF TEXAS INSOFAR AS SUCH LIABILITIES, DAMAGES, CLAIMS, LAWSUITS, JUDGMENTS, REASONABLE ATTORNEY FEES, COSTS, EXPENSES, AND DEMANDS ARISE OUT OF A CLAIM BY THE STATE OF TEXAS THAT THE CITY HAS BEEN PAID ERRONEOUSLY, HAS BEEN OVER-PAID OR HAS BEEN INCORRECTLY ALLOCATED SALES AND USE TAX ATTRIBUTED SOLELY TO THE SALE OF TAXABLE ITEMS BY A TARGET RETAIL STORE CONSUMMATED ON THE PROPERTY DURING THE TERM OF THIS AGREEMENT, IT BEING THE INTENTION OF THE PARTIES THAT BVE SHALL BE RESPONSIBLE FOR THE REPAYMENT OF ANY ANNUAL SALES TAX GRANTS PAID TO BVE HEREIN BY THE CITY THAT RELATE TO SALES AND USE TAX RECEIPTS THAT THE STATE OF TEXAS HAS FINALLY DETERMINED, AFTER ALL APPEALS THEREOF HAVE BEEN EXHAUSTED, WERE ERRONEOUSLY PAID, DISTRIBUTED, OR ALLOCATED TO OR COLLECTED BY THE CITY. THE INDEMNIFICATION SHALL APPLY ONLY TO ANY LIABILITY RESULTING FROM ERRORS OR OMISSIONS OF BVE AND/OR BVE AFFILIATES AND SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM ERRORS OR OMISSIONS OF THE CITY, THE STATE OF TEXAS OR ANY OTHER PERSON OR ENTITY. THE PROVISIONS OF THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT. THE PROVISIONS OF THIS SECTION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND DO NOT CREATE ANY OBLIGATIONS FROM OR GRANT ANY CONTRACTUAL OR OTHER RIGHTS TO ANY OTHER PERSON OR ENTITY, OTHER THAN OBLIGATIONS, IF ANY, THAT ARISE FROM BVE TO THE CITY TO PERFORM OBLIGATIONS CREATED BY THIS SECTION.

16. **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.

17. **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.

18. **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.

19. **Authority to Execute Agreement.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The City 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 City has full authority to execute this Agreement and bind the City to the same. 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. BVE warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind BVE to the same.

20. **Compliance with Chapter 2264, Texas Government Code.** BVE certifies that it does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the term of this Agreement, BVE, or its successors, heirs, assigns, grantees, trustees, representatives, and all others holding any interest in the Property now or in the future, is convicted of a violation under 8 U.S.C. § 1324a(f), BVE shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of eight percent (8%), not later than the 120th day after the date the City notifies BVE of the violation.

21. **Amendment.** This Agreement may only be amended by a written agreement executed by the Parties.

22. **Recitals.** The recitals in this Agreement are true and correct, constitute representations and warranties of the Parties, and are incorporated as part of this Agreement for all purposes.

23. **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.

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

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

26. **Assignment.** This Agreement may not be assigned by BVE, in whole or in part, without the prior written consent of the City, which shall not be unreasonably withheld, delayed or conditioned; provided, however, BVE may assign this Agreement to any affiliate of BVE without the prior consent of the City. Any attempted assignment by BVE in violation of the terms and provisions of this section shall be void. Notwithstanding the foregoing or anything in this Agreement to the contrary, BVE shall continue to be entitled to receive all of the Annual Sales Tax Grants even if BVE sells or conveys the Property or ceases for any reason to be the owner of the Property.

27. **Ownership of the Property.** Notwithstanding any other provision of this Agreement, the Parties acknowledge that BVE has not yet purchased the Property, and that this Agreement is conditioned on BVE (or an affiliate of BVE) acquiring fee title to the Property; provided that if an affiliate of BVE acquires fee title to the Property, then such affiliate shall be deemed to be "BVE" for purposes of this Agreement and shall assume all of BVE's obligations under this Agreement. The City and CDC further acknowledge that except as expressly set forth in this Agreement, the sole remedy for BVE's failure to cause a Target Retail Store to be constructed and operated on the Property shall be to terminate this Agreement as permitted under this Agreement in which case the City and CDC shall not be obligated to pay any Annual Sales Tax Grants, Earned Bonus Grant, or other sums to BVE and BVE shall not be entitled to any Impact Fee Credits.

28. **Statutory Representations.**

(a) No Boycott. Pursuant to Chapter 2270, Texas Government Code, BVE certifies that it (i) does not currently boycott Israel; and (ii) will not boycott Israel during the term of this Agreement. BVE acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate. BVE further certifies that it is not identified on any list referenced by Texas Government Code Section § 2252.152.

(b) Energy Companies. In accordance with Section 2274.001(1), Texas Government Code, as enacted by Acts 2021, 87th Leg., Ch. 529 (Senate Bill 13), BVE hereby verifies that it does not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification, "boycott energy companies," a term defined in Section 2274.001(1), Texas Government Code (as enacted by such Senate Bill) by reference to Section 809.001, Texas Government Code (also as enacted by such Senate Bill), shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (b) does business with a company described by (a) above.

(c) Firearms Companies. In accordance with Section 2274.001(2), Texas Government Code, as enacted by Acts 2021, 87th Leg., Ch. 530 (Senate Bill 19), BVE hereby verifies that it does 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. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification and the following definitions: (a) "discriminate against a firearm entity or firearm trade association", a term defined in Section 2274.001(3), Texas Government Code (as enacted by such Senate Bill), means, with respect to the firearm entity or firearm trade association, (A) to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association; (b) "firearm entity", a term defined in Section 2274.001(6), Texas Government Code (as enacted by such Senate Bill), means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as enacted by such Senate Bill, as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code, as enacted by such Senate Bill, as devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1), Texas Government Code, as enacted by such Senate Bill, as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (defined in Section 250.001, Texas Local Government Code, as

a business establishment, private club, or association that operates an area for the discharge or other use of firearms for silhouette, skeet, trap, black powder, target, self-defense, or similar recreational shooting); and (c) "firearm trade association", a term defined in Section 2274.001(7), Texas Government Code (as enacted by such Senate Bill), means any person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

[SIGNATURE PAGES FOLLOW, REMAINDER OF PAGE LEFT BLANK]

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

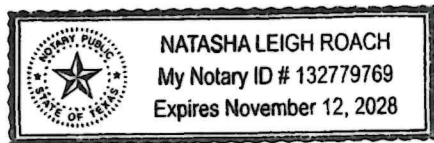
CITY OF ANNA, TEXAS

By: _____
Name: Pete Vain
Title: Mayor

ACKNOWLEDGMENT:

STATE OF TEXAS
COUNTY OF COLLIN

Before me, the undersigned notary public, on the 20th day of May, 2026, appeared Pete Vain, 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/she executed the same in his/her capacity as Mayor of the City of Anna, Texas, on behalf of said entity.



Natasha Leigh Roach
Notary Public, State of Texas

ANNA COMMUNITY DEVELOPMENT CORPORATION

By: _____
Name: Bruce Norwood
Title: President

ACKNOWLEDGMENT:

STATE OF TEXAS
COUNTY OF COLLIN

Before me, the undersigned notary public, on the 4 day of June, 2026, 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/she executed the same in his/her capacity as President of the Anna Community Development Corporation, on behalf of said entity.



Salena Tittle
Notary Public, State of Texas

BVE ANNA NEC LLC,
a Delaware limited liability company

By: BVE ANNA NEC GP LLC,
a Delaware limited liability company,
its general manager

By: Big V Equity LLC,
a Delaware limited liability company,
its manager

By: Jeffrey Rosenberg
Name: Jeffrey Rosenberg
Title: Manager

ACKNOWLEDGMENT:

STATE OF New Jersey
COUNTY OF Passaic

Before me, the undersigned notary public, on the 29th day of May, 2026, appeared Jeffrey Rosenberg, 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/she executed the same in his/her capacity as Manager of Big V Equity LLC, a Delaware limited liability company manager of BVE ANNA NEC GP LLC, a Delaware limited liability company, general manager of BVE ANNA NEC LLC, a Delaware limited liability company, on behalf of said limited liability companies.

Maria A Gilbey-Hall
Notary Public, State of New Jersey

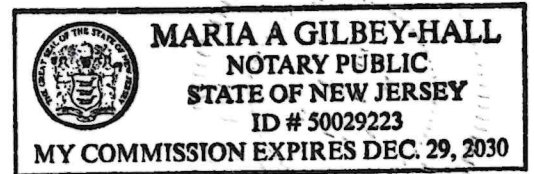
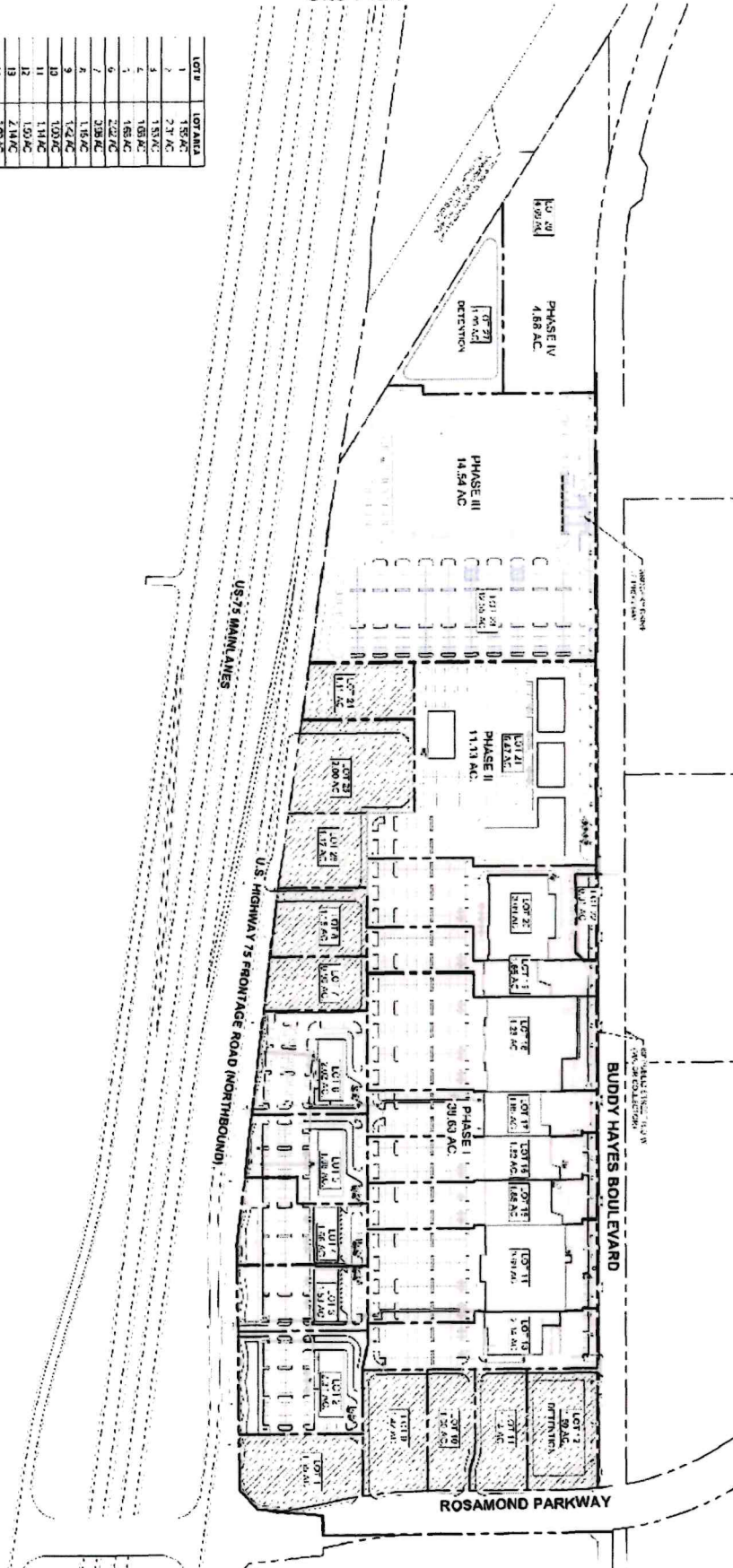


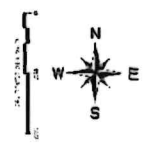
EXHIBIT A Site Plan

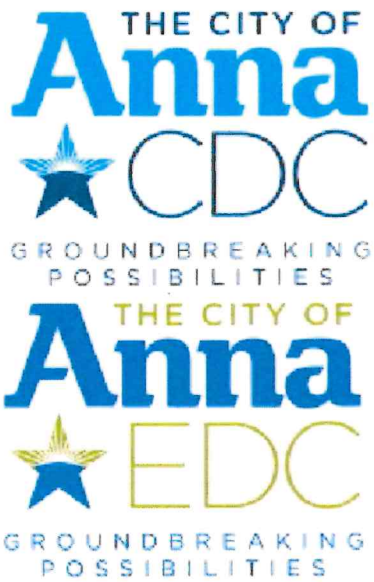
LOT #	LOT AREA
1	1.50 AC
2	2.1 AC
3	1.53 AC
4	1.03 AC
5	1.63 AC
6	2.27 AC
7	3.38 AC
8	1.16 AC
9	1.42 AC
10	1.03 AC
11	1.14 AC
12	1.53 AC
13	2.14 AC
14	3.05 AC
15	1.82 AC
16	1.82 AC
17	1.03 AC
18	4.28 AC
19	1.86 AC
20	3.09 AC
21	5.77 AC
22	3.7 AC
23	12.55 AC
24	1.1 AC
25	2.00 AC
26	1.12 AC
27	1.99 AC
28	4.82 AC
TOTAL	64.52 AC



LEGEND

- PHASE I 1.13 AC
- PHASE II 1.43 AC
- PHASE III 4.66 AC
- PHASE IV 4.66 AC
- OVERLOOKS
- STRA. 31.88 AC





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

SUMMARY:

FINANCIAL IMPACT:

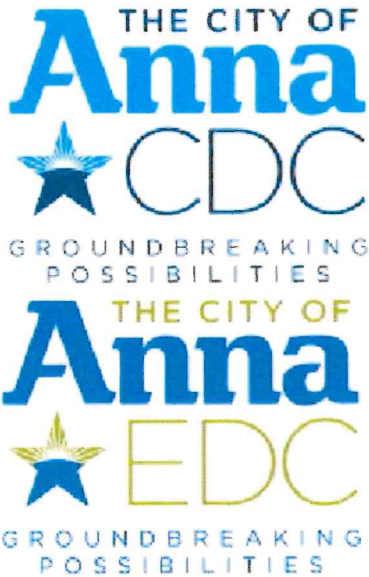
STAFF RECOMMENDATION:

ATTACHMENTS:

Item No. 6.

EDC/CDC Agenda
Staff Report

Meeting Date: 6/4/2026
Staff Contact:



Item No. 6.a.

EDC/CDC Agenda
Staff Report

Meeting Date: 6/4/2026
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. May 2026 Strategic Plan Update

Economic Development Highlights

May 2026

Vibrant

EDC has had several follow up meetings with Toole Design & Eisenberg regarding Downtown Initiatives

Unique

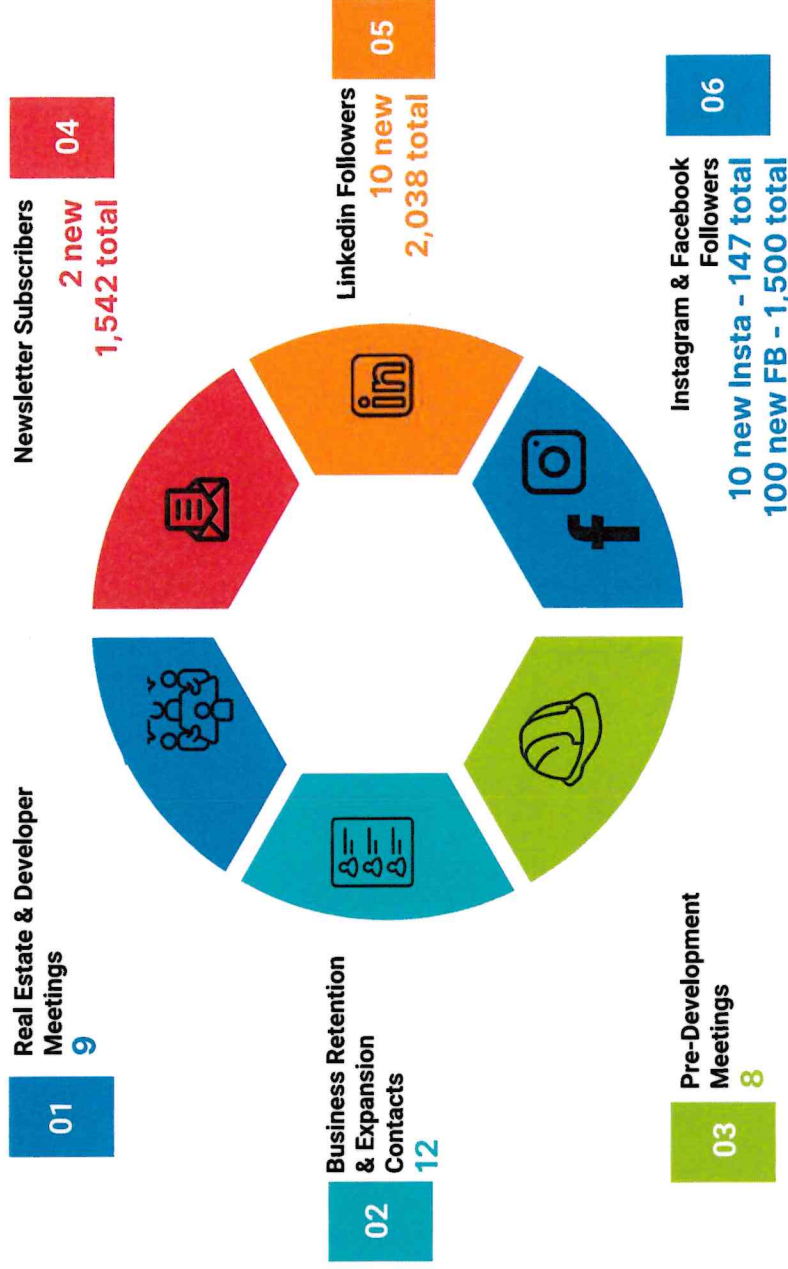
EDC attended and sponsored the Greater Anna Chamber of Commerce Spring Golf Tournament

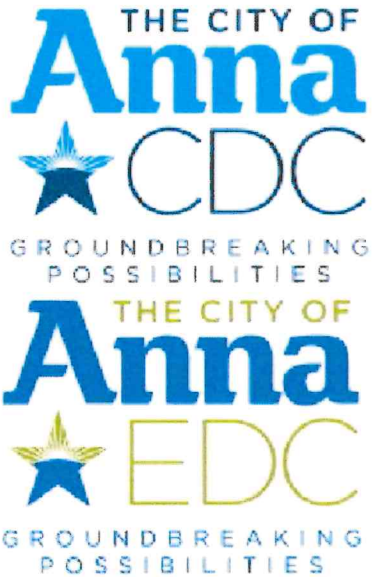
EDC held our first ever Small Business Appreciation Happy Hour Event

EDC is participating in the Collin College Steering Committee Presentations and Roundtable Discussions

Salena attended the 2026 CTE & STEAM Expo at Anna High School

EDC is partnering with the Parks Department on the Feasibility Study for future sports & recreational needs





Item No. 6.b.

EDC/CDC Agenda
Staff Report

Meeting Date: 6/4/2026
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 March 2026, which is down roughly 43% from the previous year, March 2025.

FINANCIAL IMPACT:

This item has no financial impact.

STAFF RECOMMENDATION:

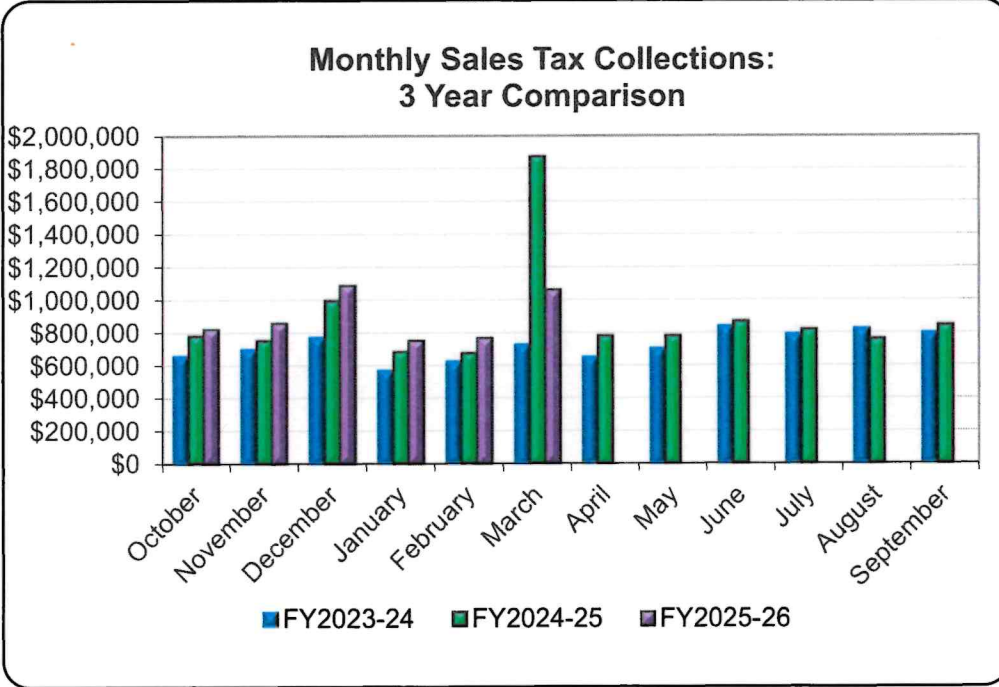
N/A

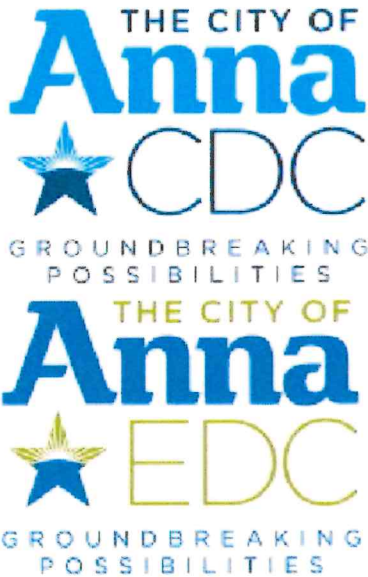
ATTACHMENTS:

1. 2026 Monthly Sales Tax Report

CITY OF ANNA
Schedule of Sales Tax Collections
March 31, 2026

	2024-26 Collections Monthly	% Change from Prior Year	2024-25 Collections Monthly
October	\$ 820,089	5%	\$ 780,090
November	855,966	14%	753,401
December	1,085,565	9%	995,930
January	749,307	10%	682,766
February	764,084	13%	675,214
March	1,059,013	-43%	1,873,725
April			779,340
May			780,970
June			867,435
July			817,173
August			761,329
September			844,898
	\$ 5,334,024		\$ 10,612,271
Budget:	9,650,000	55%	8,220,000





Item No. 6.c.

EDC/CDC Agenda
Staff Report

Meeting Date: 6/4/2026
Staff Contact: Salena Tittle

AGENDA ITEM:

Event Updates / Upcoming Events / Reminders

SUMMARY:

Boots and Booms:

On Saturday, June 27th, the City of Anna will be hosting the annual Boots and Booms 4th of July Celebration at Slayter Creek Park. Festivities begin at 5:00 pm, with the first ever flyover at 8:00 pm and fireworks starting promptly at 9:30 pm. Coffey Anderson is set to perform on stage again this year. If you missed him last year, you definitely do not want to miss this year. Please see the attached information in your packet for event details and site map.

Rosamond Town Center Groundbreaking:

On Tuesday, June 30th, at 10:00 am, the Rosamond Town Center Groundbreaking will take place on the north-east corner of U.S. Highway 75 and Rosamond Parkway. Formal invitations will be going out soon. Staff has sent a "Save the Date" calendar invite out to everyone and once we have those formal invitations, we will update you.

FINANCIAL IMPACT:

This item has no financial impact.

STAFF RECOMMENDATION:

N/A

ATTACHMENTS:

1. Boots and Booms
2. Site Map

Boots and Booms

Celebrate Independence Day at Boots and Booms!

Boots and Booms Celebration

Featuring a Flyover at 8p.m.!

June 27, 2026

The Boots and Booms celebration will feature a wide variety of food trucks offering delicious culinary delights, ensuring there is something for every palate.

In addition to the live music and culinary offerings, attendees will be treated to a magnificent fireworks display that will illuminate the night sky with dazzling colors and patterns.

Evening events begin at 5 p.m., Flyover will be at 8 p.m. and fireworks will begin at approximately 9:30 p.m.

06.27.26
CELEBRATE INDEPENDENCE DAY
PERFORMANCE BY COFFEY ANDERSON

SLAYTER CREEK PARK
EVENT BEGINS AT 5 PM
FLYOVER AT 8 PM

★ ANNATEXAS.GOV/INDEPENDENCE ★

What to Bring

- Hats
- Folding chairs
- Portable fans
- Coolers
- Sunscreen
- Bug spray
- Blankets

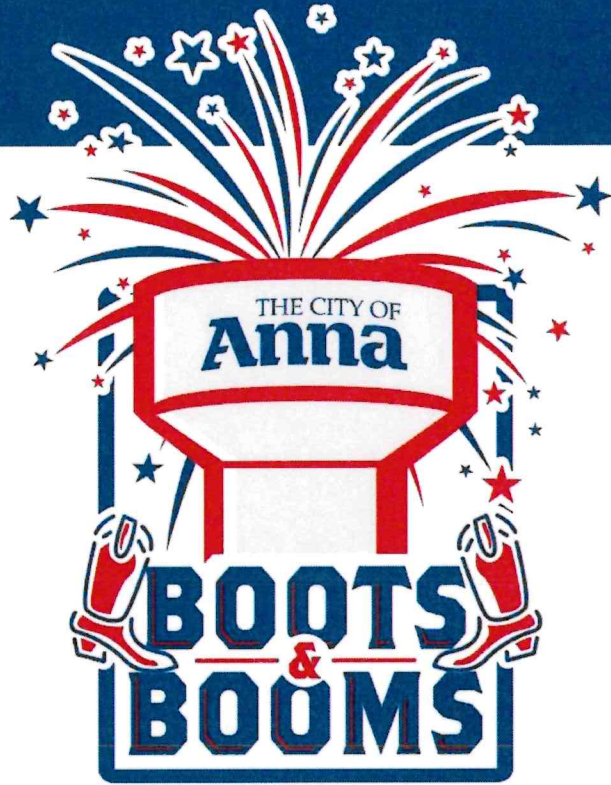
What to Leave at Home

- Sun shades
- Large canopies or tents
- Alcohol
- Glass containers

Follow these tips to beat the heat

- Drink plenty of water – stay hydrated!
- Wear hats and light clothing
- Seek shade whenever possible
- Don't forget your sunscreen
- Check on friends, family, and neighbors
- Bring a refillable water bottle

SITE MAP

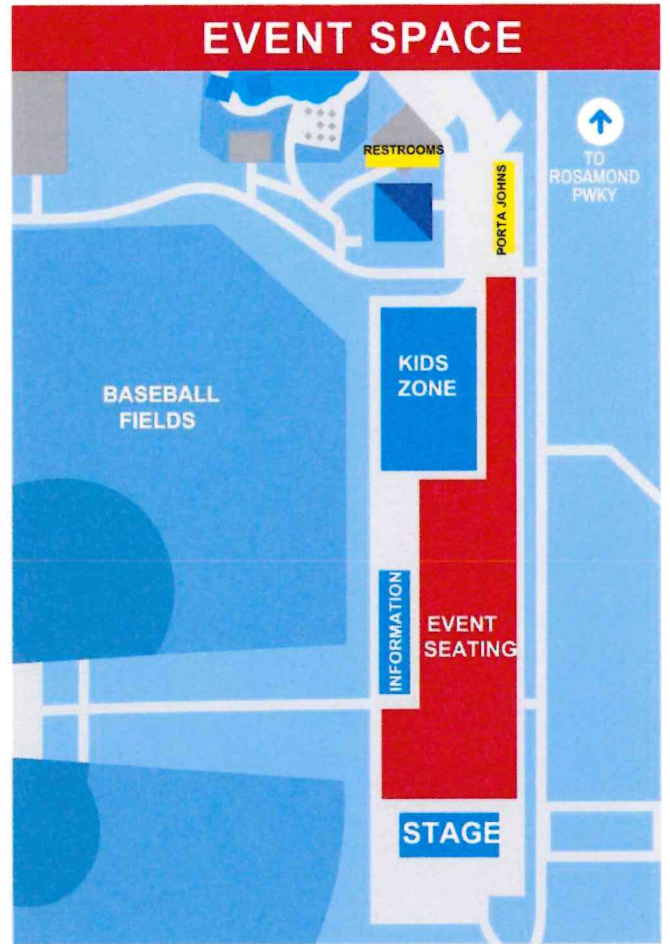


06.27.26

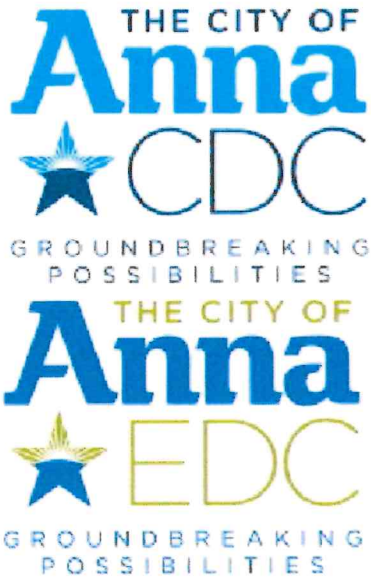
EVENT BEGINS AT 5PM

**SHUTTLE SERVICE AVAILABLE
AT ANNA HIGH SCHOOL**

For more information visit annatexas.gov



- Event Parking
- Shuttle Service
- Barricade
- Handicap Parking



AGENDA ITEM:
Closed Session.

SUMMARY:

FINANCIAL IMPACT:

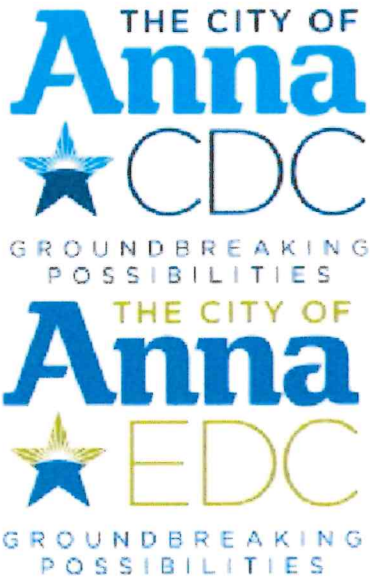
STAFF RECOMMENDATION:

ATTACHMENTS:

Item No. 7.

EDC/CDC Agenda
Staff Report

Meeting Date: 6/4/2026
Staff Contact:



Item No. 7.a.

EDC/CDC Agenda
Staff Report

Meeting Date: 6/4/2026

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.

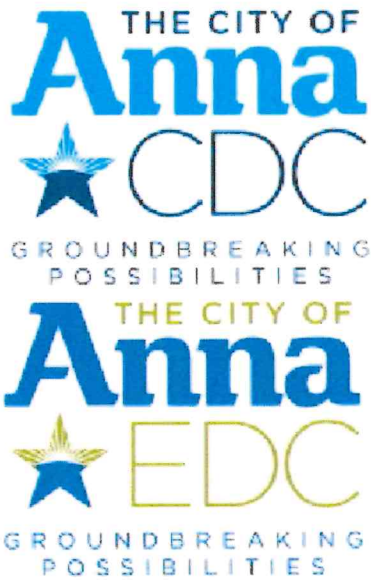
FINANCIAL IMPACT:

This item has no financial impact.

STAFF RECOMMENDATION:

N/A

ATTACHMENTS:



Item No. 7.b.

EDC/CDC Agenda
Staff Report

Meeting Date: 6/4/2026
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.

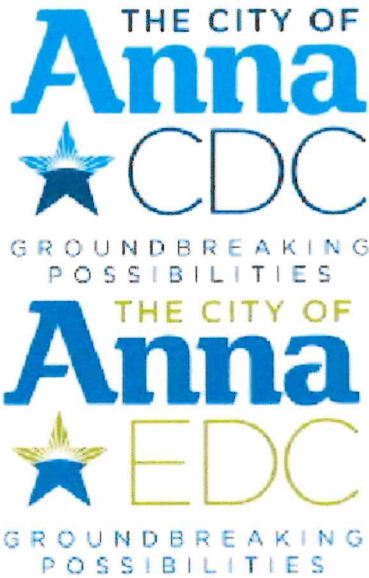
FINANCIAL IMPACT:

This item has no financial impact.

STAFF RECOMMENDATION:

N/A

ATTACHMENTS:



Item No. 7.c.

EDC/CDC Agenda
Staff Report

Meeting Date: 6/4/2026
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.

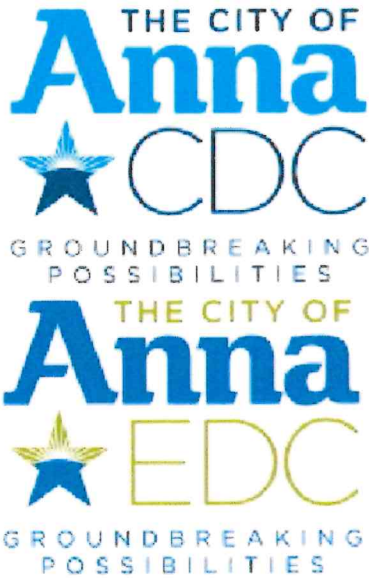
FINANCIAL IMPACT:

This item has no financial impact.

STAFF RECOMMENDATION:

N/A

ATTACHMENTS:



Item No. 8.

EDC/CDC Agenda
Staff Report

Meeting Date: 6/4/2026
Staff Contact:

AGENDA ITEM:

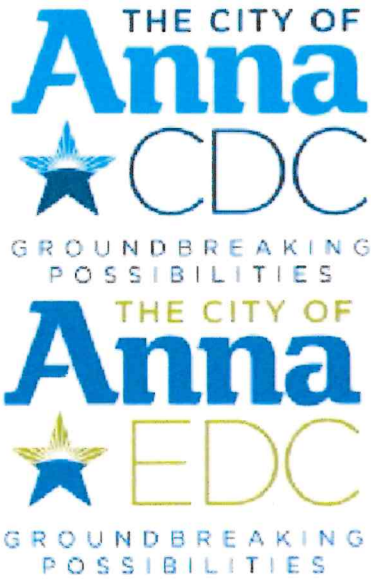
Reconvene into open session and take any action on closed session items.

SUMMARY:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

ATTACHMENTS:



Item No. 9.

EDC/CDC Agenda
Staff Report

Meeting Date: 6/4/2026
Staff Contact:

AGENDA ITEM:

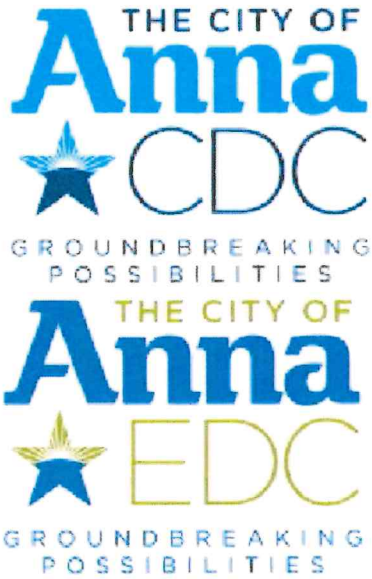
Receive reports from staff or Board Members about items of community interest.

SUMMARY:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

ATTACHMENTS:



AGENDA ITEM:
Adjourn.

SUMMARY:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

ATTACHMENTS:

Item No. 10.

EDC/CDC Agenda
Staff Report

Meeting Date: 6/4/2026
Staff Contact: