

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

Thursday, February 4, 2021 @ 6:00 PM

The EDC/CDC of the City of Anna will meet at 6:00 PM, on February 4, 2021, at the Anna City Hall, Located at 111 North Powell Parkway (Hwy 5), to consider the following items.

1. **Call to Order, Roll Call and Establishment of Quorum.**
2. **Invocation and Pledge of Allegiance.**
3. **Neighbor Comments.**
Persons may address the Board of Directors on items not on the agenda; please observe the time limit of three (3) minutes. Members of the Board cannot comment on or deliberate statements of the public except as authorized by Section 551.042 of the Texas Government Code.
4. **Recognition of outgoing Board Vice President Stan Carver.**
5. **Consider/Discuss/Act on electing a Vice-President for the CDC.**
6. **Consider/Discuss/Act on electing a Vice-President for the EDC.**
7. **Consider/Discuss/Act on approving minutes from the January 7, 2021 EDC Meeting. (EDC)**
8. **Consider/Discuss/Act on approving minutes from the January 7, 2021 CDC Meeting. (CDC)**
9. **Receive a presentation from the Greater Anna Chamber of Commerce.**
10. **Receive a presentation from Andrea Henry of Simply Floor It! (CDC)**
11. **Consider/Discuss/Act on a resolution amending the 2020-2021 Fiscal Year Budget by carrying forward unexpended promotional funds in the amount of \$53,595.94. (CDC)**

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

12. **Consider/Discuss/Act on a resolution amending the 2020-2021 Fiscal Year Budget by carrying forward unexpended promotional funds in the amount of \$30,000. (EDC)**
13. **Consider/Discuss/Act on a resolution approving an agreement with Cooksey Communications for marketing and public relations services. (CDC)**
14. **Director's Report**
 - a. Sales Tax Update
 - b. Comprehensive Plan Update
 - c. Strategic Plan Update
 - d. New Commercial Projects
15. **Closed Session**
 - a. Deliberate regarding the purchase, exchange, lease or value of real property. (Tex. Gov't Code §551.072) possible property acquisition; possible land sale/purchase; Anna Business Park.
 - b. Consult with legal counsel on matters in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Government Code (Tex. Gov't Code §551.071); Grant program; Lease agreement.
 - c. Discuss or deliberate Economic Development Negotiations:
 - (1) To discuss or deliberate regarding commercial or financial information that the Board of Directors has received from a business prospect that the Board of Directors seeks to have locate, stay, or expand in or near the territory of the City of Anna and with which the Board is conducting economic development negotiations; or,
 - (2) To deliberate the offer of a financial or other incentive to a business prospect described by subdivision (1).(Tex. Gov't Code §551.087) Anna Business Park Property; potential retail and medical projects.
16. **Reconvene into open session and take any action on closed session items.**
17. **Receive reports from staff or Board Members about items of community interest.**

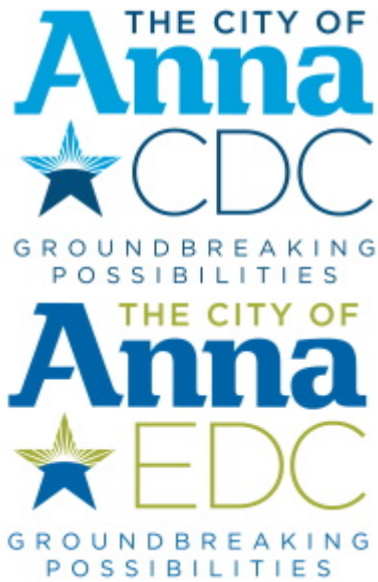
Items of community interest include: expressions of thanks, congratulations, or condolence; information regarding holiday schedules; an honorary or salutary recognition of a public official, public employee, or other citizen (but not including a change in status of a person's public office or public employment); a reminder about an upcoming event organized or sponsored by the governing body; information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the municipality; and announcements involving an imminent threat to the public health and safety of people in the municipality that has arisen after posting of the agenda.
18. **Adjourn.**

This is to certify that I, Joey Grisham, Director, posted this agenda at a place readily accessible to the public at the Anna City Hall and on the City Hall bulletin board at or before 5:00 p.m. on February 1, 2021.



Joey Grisham, Director of Economic
Development

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Item No. 4.

EDC/CDC Agenda
Staff Report

Meeting Date: 2/4/2021
Staff Contact:

AGENDA ITEM:

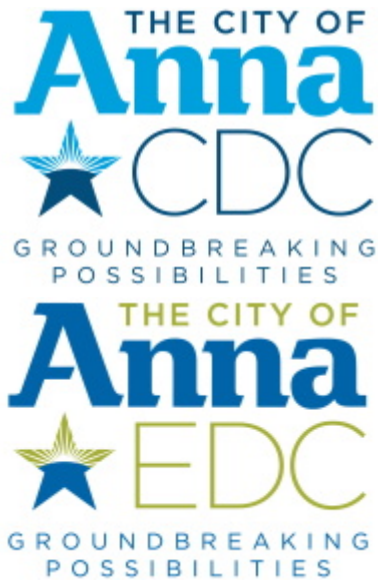
Recognition of outgoing Board Vice President Stan Carver.

SUMMARY:

Stan Carver was elected to the Anna City Council in December 2020. Congratulations, Stan!

STAFF RECOMMENDATION:

ATTACHMENTS:



Item No. 5.

EDC/CDC Agenda
Staff Report

Meeting Date: 2/4/2021
Staff Contact:

AGENDA ITEM:

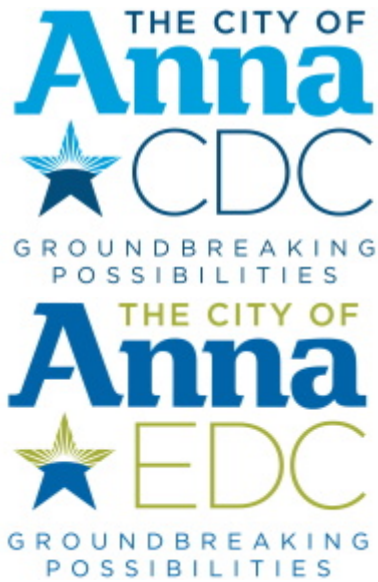
Consider/Discuss/Act on electing a Vice-President for the CDC.

SUMMARY:

Since Stan Carver is leaving the Board, it is necessary for the Board to elect a new Vice-President.

STAFF RECOMMENDATION:

ATTACHMENTS:



Item No. 6.

EDC/CDC Agenda
Staff Report

Meeting Date: 2/4/2021
Staff Contact:

AGENDA ITEM:

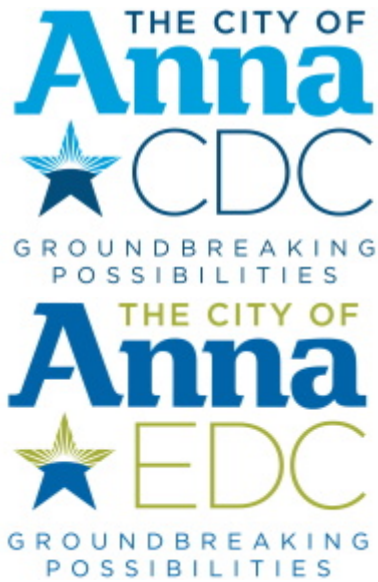
Consider/Discuss/Act on electing a Vice-President for the EDC.

SUMMARY:

Since Stan Carver is leaving the Board, it is necessary for the Board to elect a new Vice-President.

STAFF RECOMMENDATION:

ATTACHMENTS:



Item No. 7.

EDC/CDC Agenda
Staff Report

Meeting Date: 2/4/2021
Staff Contact:

AGENDA ITEM:

Consider/Discuss/Act on approving minutes from the January 7, 2021 EDC Meeting. (EDC)

SUMMARY:

STAFF RECOMMENDATION:

ATTACHMENTS:

1. Anna Community Development Corporation and Anna Economic Development Corporation Regular Meeting Minutes

Officers:

Anthony Richardson, President
Stan Carver, Vice-President
Rocio Gonzalez, Secretary

Staff:

Joey Grisham, Economic Development Director
Taylor Lough, Economic Development Manager



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

Thursday, January 7, 2021 at 6:00 pm

Anna City Hall, Council Chambers

111 N. Powell Parkway, Anna, Texas 75409

The Anna Community Development Corporation and the Anna Economic Development Corporation conducted a regular meeting at 6:00 p.m. on Thursday, January 7, 2021. Some members of Anna Community Development Corporation and the Economic Development Corporation participated in this meeting remotely in compliance with the Texas Open Meetings Act as suspended or modified under the pending Declaration of Disaster and associated executive orders and proclamations of the Governor of Texas.

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

CDC and EDC Board Members Present: Anthony Richardson, Doris Pierce, Stan Carver, Michelle Hawkins, Rocio Gonzalez, and Bruce Norwood **CDC and EDC Board Members Participating Remotely:** Shane Williams **CDC and EDC Board Members Absent:** None **Others Present:** Councilmember Lee Miller, Joey Grisham (Economic Development Director), Taylor Lough (Economic Development Manager) **Others Participating Remotely:** Kevin Johnson (IT Manager)

1. **Call to Order. Roll Call and Establishment of Quorum.**
The meeting was called to order by Anthony Richardson, Board President, at 6:01 p.m.
2. **Invocation and Pledge.**
Invocation was given by Stan Carver. Pledge of Allegiance was led by Stan Carver.
3. **Citizen Comments.**
Gina Maria Ottavio is attending meetings to represent the Diversity and Inclusion Advisory Commission as a liaison.
4. **Consider/Discuss/Act on approving minutes from the December 3, 2020 CDC Special Called Meeting. (CDC)**

Officers:

Anthony Richardson, President
Stan Carver, Vice-President
Rocio Gonzalez, Secretary

Staff:

Joey Grisham, Economic Development Director
Taylor Lough, Economic Development Manager

5. **Consider/Discuss/Act on approving minutes from the December 3, 2020 EDC Special Called Meeting. (EDC)**

Bruce Norwood made a motion to approve the minutes on behalf of the CDC and EDC for the December Joint CDC and EDC Meeting. Michelle Hawkins seconded the motion. All were in favor. Motion passed.

6. **Consider/Discuss/Act on approving CDC logo and tagline. (CDC)**

Joey Grisham reminded the Board that staff has been working with Cooksey Communications on a marketing plan as well as updating the CDC logo and creating a tagline. For copyright and other legal purposes, he recommended that the Board approve the logo and tagline. The "Groundbreaking Possibilities" tagline was selected for both the CDC and EDC.

Stan Carver made a motion on behalf of the CDC to approve a resolution adopting a logo set with blue color scheme and "Groundbreaking Possibilities" text. Anthony Richardson seconded the motion. All were in favor. Motion passed.

7. **Consider/Discuss/Act on approving EDC logo and tagline. (EDC)**

Joey Grisham explained the EDC logo has two color options – green and blue – to choose based on the publication or use of the logo. The EDC logo is used more often in advertisements and Economic Development Department work because it is recognized more than the CDC.

Stan Carver would like to see the logo adapted and customized for the use, including other departments and Chamber of Commerce

Doris Pierce made a motion on behalf of the EDC to approve a resolution adopting a logo set with blue color scheme and "Groundbreaking Possibilities" text. Bruce Norwood seconded the motion. All were in favor. Motion passed.

8. **Consider/Discuss/Act on approving a resolution authorizing an agreement and expenditure of funds to provide commercial real estate listing data. (CDC)**

Joey Grisham explained that the company providing real estate listing data, Real Massive, went out of business. After doing research on other options, staff recommends a contract with RESimplifi out of South Carolina.

Anthony Richardson made a motion on behalf of the CDC to adopt a resolution approving a contract with RESimplifi not to exceed \$4,800, subject to legal approval of final form. Shane Williams seconded the motion. All were in favor. Motion passed.

10. **CLOSED SESSION (exceptions):**

- A. Deliberate regarding the purchase, exchange, lease or value of real property. (**Tex. Gov't Code §551.072**) possible property acquisition; possible land sale/purchase; Anna Business Park.
- B. **Consult with legal counsel** on matters in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Government Code (**Tex. Gov't Code §551.071**); Grant program; Lease Agreement and promotional contract.

Officers:

Anthony Richardson, President
Stan Carver, Vice-President
Rocio Gonzalez, Secretary

Staff:

Joey Grisham, Economic Development Director
Taylor Lough, Economic Development Manager

C. Discuss or deliberate Economic Development Negotiations:

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

Anthony Richardson made a motion to enter closed session. Doris Pierce seconded the motion. All were in favor. Motion passed. The CDC moved into closed session at 6:50 p.m.

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

Rocio Gonzalez made a motion to reconvene into open session. Anthony Richardson seconded the motion. All were in favor. Motion passed. The CDC reconvened into open session at 7:17 p.m.

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

Items of community interest include: expressions of thanks, congratulations, or condolence; information regarding holiday schedules; an honorary or salutary recognition of a public official, public employee, or other citizen (but not including a change in status of a person's public office or public employment); a reminder about an upcoming event organized or sponsored by the governing body; information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the municipality; and announcements involving an imminent threat to the public health and safety of people in the municipality that has arisen after the posting of the agenda.

Joey Grisham announced that Stan Carver was elected to the City Council. The City Council will appoint a new member to the CDC and EDC Boards in late January.

Tuesday evening will be the joint meeting for the Comprehensive Plan at Rattan Elementary.

The Chamber of Commerce is resuming their in-person meetings in the mornings at the West Crossing amenity center.

13. Adjourn.

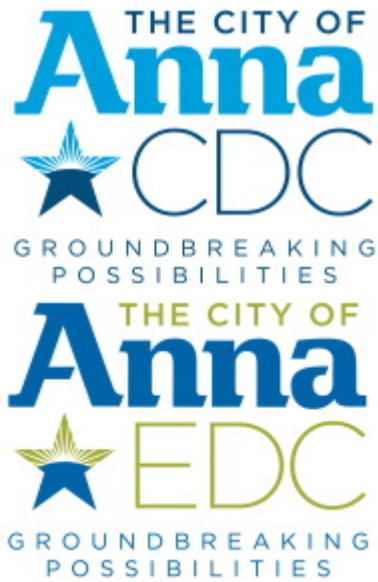
Stan Carver made a motion to adjourn the meeting at 7:20 pm. Shane Williams seconded the motion. All were in favor. Motion passed.

APPROVED:

Anthony Richardson
President of CDC/EDC

ATTESTED:

Rocio Gonzalez
Secretary of CDC/EDC



Item No. 8.

EDC/CDC Agenda
Staff Report

Meeting Date: 2/4/2021
Staff Contact:

AGENDA ITEM:

Consider/Discuss/Act on approving minutes from the January 7, 2021 CDC Meeting. (CDC)

SUMMARY:

STAFF RECOMMENDATION:

ATTACHMENTS:

1. Anna Community Development Corporation and Anna Economic Development Corporation Regular Meeting Minutes

Officers:

Anthony Richardson, President
Stan Carver, Vice-President
Rocio Gonzalez, Secretary

Staff:

Joey Grisham, Economic Development Director
Taylor Lough, Economic Development Manager



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

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CDC and EDC Board Members Present: Anthony Richardson, Doris Pierce, Stan Carver, Michelle Hawkins, Rocio Gonzalez, and Bruce Norwood **CDC and EDC Board Members Participating Remotely:** Shane Williams **CDC and EDC Board Members Absent:** None **Others Present:** Councilmember Lee Miller, Joey Grisham (Economic Development Director), Taylor Lough (Economic Development Manager) **Others Participating Remotely:** Kevin Johnson (IT Manager)

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3. **Citizen Comments.**
Gina Maria Ottavio is attending meetings to represent the Diversity and Inclusion Advisory Commission as a liaison.
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Officers:

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Stan Carver, Vice-President
Rocio Gonzalez, Secretary

Staff:

Joey Grisham, Economic Development Director
Taylor Lough, Economic Development Manager

5. **Consider/Discuss/Act on approving minutes from the December 3, 2020 EDC Special Called Meeting. (EDC)**

Bruce Norwood made a motion to approve the minutes on behalf of the CDC and EDC for the December Joint CDC and EDC Meeting. Michelle Hawkins seconded the motion. All were in favor. Motion passed.

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Officers:

Anthony Richardson, President
Stan Carver, Vice-President
Rocio Gonzalez, Secretary

Staff:

Joey Grisham, Economic Development Director
Taylor Lough, Economic Development Manager

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13. Adjourn.

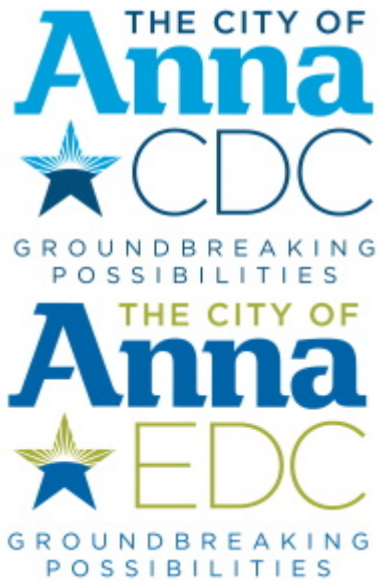
Stan Carver made a motion to adjourn the meeting at 7:20 pm. Shane Williams seconded the motion. All were in favor. Motion passed.

APPROVED:

Anthony Richardson
President of CDC/EDC

ATTESTED:

Rocio Gonzalez
Secretary of CDC/EDC



Item No. 9.

EDC/CDC Agenda
Staff Report

Meeting Date: 2/4/2021
Staff Contact:

AGENDA ITEM:

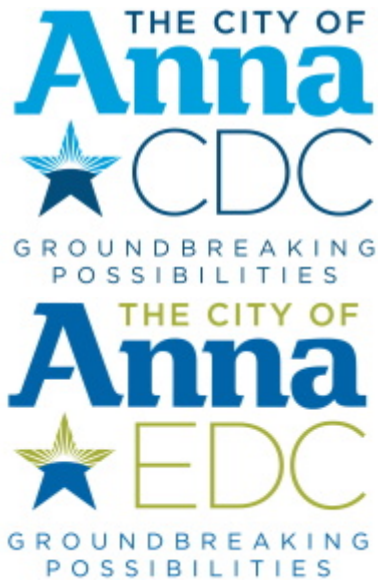
Receive a presentation from the Greater Anna Chamber of Commerce.

SUMMARY:

President/CEO of the Greater Anna Chamber of Commerce will provide a presentation of GACC activities over the past year and plans for 2021. The GACC operates on a calendar fiscal year.

STAFF RECOMMENDATION:

ATTACHMENTS:



Item No. 10.

EDC/CDC Agenda
Staff Report

Meeting Date: 2/4/2021
Staff Contact:

AGENDA ITEM:

Receive a presentation from Andrea Henry of Simply Floor It! (CDC)

SUMMARY:

Andrea Henry will provide an update of activities since January 2020.

STAFF RECOMMENDATION:

ATTACHMENTS:

1. 2019 Agreement
2. 2016 Agreement

FIRST AMENDED AND RESTATED LOAN AGREEMENT AND PROMISSORY NOTE

THIS FIRST AMENDED AND RESTATED LOAN AGREEMENT AND PROMISSORY NOTE (this "First Amendment"), is made this 16th day of September, 2019, by and between SIMPLY FLOOR IT, LLC, a Texas limited liability company (hereinafter known as "BORROWER") and the ANNA COMMUNITY DEVELOPMENT CORPORATION, a corporation under the laws of the State of Texas (hereinafter known as "LENDER"). BORROWER and LENDER shall collectively be known herein as "the Parties".

BACKGROUND

As memorialized by Resolution No. 2016-09-03 adopted by LENDER's Board of Directors on September 29, 2016, the Parties entered into that certain Loan Agreement and Promissory Note (the "Agreement") on September 27, 2016. BORROWER defaulted on its obligations under the Agreement and LENDER provided written notice of the default to BORROWER. BORROWER has requested additional time to satisfy the performance measures outlined in the Agreement and LENDER is willing extent the time for performance as set forth in this First Amendment. This First Amendment supersedes and replaces the Agreement in its entirety, restating the terms, conditions, and agreements of the Parties as follows:

PROMISSORY NOTE

FOR VALUE RECEIVED, BORROWER promises to pay to the order of LENDER, the sum of \$50,000.00 plus 2% interest per annum, in 36 consecutive monthly installment payments, the first monthly installment payment being due on December 1, 2020 and the last monthly installment payment being due on or before the November 1, 2023 as set forth in further detail in the schedule attached hereto as Exhibit A. The thirty-six monthly payment amounts shall be \$1,432.13. This First Amendment is subject to the additional terms found below.

ADDITIONAL LOAN TERMS

The BORROWER and LENDER hereby further set forth their rights and obligations to one another under this First Amendment and agree to be legally bound as follows:

- A. Loan Payment Forgiveness.** In the event that BORROWER can prove to LENDER to LENDER'S reasonable satisfaction that as of July 31, 2020 borrower has created three jobs and has generated sales resulting in at least \$10,000 in sales and use tax having been collected by the City of Anna, the obligation of BORROWER to pay any sums under this First Amendment shall be forgiven and this First Amendment shall expire; provided, however, that if BORROWER fails to fully provide such proof to Lender on or before November 1, 2020, then this paragraph shall not apply and BORROWER must pay the sums to LENDER in accordance with this First Amendment. Said jobs must be full time job positions held by individuals working in BORROWER'S offices or facilities in Anna, Texas, and all of said sales and use tax must have been generated by sales or use in Anna, Texas. BORROWER shall timely provide, at BORROWER'S expense, detailed proof of the jobs created and sales and use tax paid to the City of Anna in form and substance reasonably satisfactory to LENDER.
- B. Demand by LENDER.** Notwithstanding any other provision of this First Amendment, this First Amendment is a demand note under which BORROWER is required to repay in full the entire outstanding Loan Balance within 15 days of receiving a written demand from LENDER for full repayment of the Loan Balance. Delivery of written notice by LENDER to BORROWER via U.S. Postal Service Certified Mail shall constitute prima facie evidence of delivery. For mailing of said notice, LENDER shall use BORROWER'S address as stated below in the portion of this First Amendment regarding default.

- C. Method of Loan Payment.** The BORROWER shall make all payments called for under this First Amendment by sending check or other negotiable instrument made payable to the following entity at the address indicated here:

Anna Community Development Corporation
111 N. Powell Parkway
Anna, Texas 75409

BORROW shall deliver all other notices required under this First Amendment to LENDER at the above address. If LENDER gives written notice to BORROWER that a different address shall be used for making payments or providing notices under this First Amendment, BORROWER shall use the new address so given by LENDER.

- D. Restriction on dividend payments.** Dividends may not be paid that would cause the BORROWER to be unable to meet all of its financial obligations, including payments under this First Amendment.
- E. Limitations on compensation of officers and owners.** The BORROWER'S owners and officers may be compensated only to the extent that this compensation does not materially jeopardize the financial strength of the BORROWER or cause the BORROWER to be unable to meet all of its financial obligations.
- F. Prohibition against assuming liabilities or obligations of others.** The BORROWER will not assume the liabilities or obligations of others without prior written consent of the LENDER.
- G. Restrictions concerning consolidations and mergers.** The BORROWER will not undertake any consolidations or mergers without prior written consent of the LENDER.
- H. Limitations on selling the business.** The BORROWER will not sell the business without the prior written consent of the LENDER.
- I. Default.** The occurrence of any of the following events shall constitute a Default by the BORROWER of the terms of this First Amendment:
1. BORROWER'S failure to pay any amount due as principal or interest on the date required under this First Amendment;
 2. BORROWER seeks an order of relief under the Federal Bankruptcy laws;
 3. BORROWER becomes insolvent;
 4. A federal tax lien is filed against the assets of the BORROWER; or,
 5. A violation by BORROWER of any of the restrictions, prohibitions or requirements set forth in paragraphs B.-I., above.

J. Additional Provisions Regarding Default:

1. Addressee and Address to which LENDER is to give BORROWER written notice of default:

SIMPLY FLOOR IT, Inc.
9981 Slater Creek Rd
Anna, Texas 75409

If BORROWER gives written notice to LENDER in accordance with this First Amendment that a different address shall be used, LENDER shall use that address for giving notice of default (or any other notice called for herein) to BORROWER.

2. **Cure of Default.** Upon default, LENDER shall give BORROWER written notice of default. Mailing of written notice by LENDER to BORROWER via U.S. Postal Service Certified Mail shall constitute prima facie evidence of delivery. BORROWER shall have 15 days after receipt of a written notice of default from LENDER to cure said default. In the case of default due solely to BORROWER'S failure

to make timely payment as called for in this First Amendment, BORROWER may cure the default by making full payment of any principal and accrued interest (including interest on these amounts) whose payment to LENDER is overdue under this First Amendment and, also, the late payment fee described below.

3. **Fee for Late Payment.** There shall also be imposed upon BORROWER a 2% fee for any late payment computed upon the amount of any principal and accrued interest whose payment to LENDER is overdue under this First Amendment and for which LENDER has delivered a notice of default to BORROWER. For example, if the Agreement calls for monthly payments of \$500 upon the first day of each month and BORROWER fails to make timely payment of said amount, BORROWER (after a default notice is sent by LENDER) shall be liable to LENDER for a penalty of \$10 (i.e., \$500 x 2%) and, to cure the default, the BORROWER must pay to LENDER the overdue Loan Balance of \$500, interest upon the overdue Loan Balance, and a late fee of \$10.
4. **Acceleration.** If the BORROWER fails to cure any default on or before the expiration of the fifteen (15) day cure period that starts on the date BORROWER receives written notice from LENDER that an event of default has occurred under this First Amendment, the entire unpaid principal, accrued interest, and late fees under this First Amendment shall accelerate and become due and payable immediately.
- K. **Parties that are not individuals.** If any Party to this First Amendment is other than an individual (i.e., a corporation, a Limited Liability Company, a Partnership, or a Trust), said Party, and the individual signing on behalf of said Party, hereby represents and warrants that all steps and actions have been taken under the entity's governing instruments to authorize the entry into this First Amendment. Breach of any representation contained in this paragraph is considered a material breach of this First Amendment.
- L. **Integration.** This First Amendment, including the attachments mentioned in the body as incorporated by reference, sets forth the entire agreement between Parties with regard to the subject matter hereof. All other prior agreements, representations and warranties, express or implied, oral or written, with respect to the subject hereof, are hereby superseded by this First Amendment.
- M. **Severability.** In the event any provision of this First Amendment is deemed to be void, invalid, or unenforceable, that provision shall be severed from the remainder of this First Amendment so as not to cause the invalidity or unenforceability of the remainder of this First Amendment. All remaining provisions of this First Amendment shall then continue in full force and effect. If any provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope and breadth permitted by law.
- N. **Modification.** Except as otherwise provided in this document, this First Amendment may be modified, superseded, or voided only upon the written and signed agreement of the Parties. Further, the physical destruction or loss of this document shall not be construed as a modification or termination of the agreement contained herein.
- O. **Exclusive Jurisdiction for Suit in Case of Breach.** The Parties, by entering into this First Amendment, submit to jurisdiction in Collin County, Texas for adjudication of any disputes and/or claims between the Parties under this First Amendment. Furthermore, the Parties hereby agree that the courts of Collin County, Texas shall have exclusive jurisdiction and venue over any disputes between the Parties relative to this First Amendment, whether said disputes sounds in contract, tort, or other areas of the law.
- P. **State Law.** This First Amendment shall be interpreted under, and governed by, the laws of the State of Texas.
- Q. **Quarterly Reports and Utilization of Resources.** BORROWER shall provide reports to the Board of Directors (the "Board") of the Anna Community Development Corporation each calendar quarter. Each such report shall be delivered in person at the Board's monthly meetings that are held in the months of October, January, April, and July. The first such quarterly report shall take place at the Board's monthly meeting in October of 2019. The reports shall detail the BORROWER'S financial status and its progress towards

meeting its obligations under this First Amendment. In addition, the reports shall include a description of the BORROWER'S efforts to utilize the resources of the Greater Anna Chamber of Commerce and the Collin County Small Business Development Center to promote and expand BORROWER'S business and its financial profits. BORROWER'S obligation to deliver the reports under this paragraph shall continue until BORROWER has fulfilled all of its obligations under this First Amendment. Failure to timely deliver any of the reports required under this paragraph shall be a material breach of this First Amendment.

IN WITNESS WHEREOF and acknowledging acceptance and agreement of the foregoing, BORROWER and LENDER affix their signatures hereto.

BORROWER

LENDER

SIMPLY FLOOR IT, LLC

Anna Community Development Corporation

By: Andrea Means Henry
Andrea Means Henry

By: [Signature]

ATTEST: [Signature]

THE STATE OF TEXAS §

COUNTY OF COLLIN §

BEFORE ME, a Notary Public in and for the State of Texas, on this day personally appeared Andrea Means Henry known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that she executed same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 16th day of September, 2019.



Kyndal Barbay

Notary Public in and for The State of Texas

ANNA COMMUNITY DEVELOPMENT CORPORATION

RESOLUTION NO. 2016-09-03 (cdc)

A RESOLUTION OF THE ANNA COMMUNITY DEVELOPMENT CORPORATION APPROVING A PROJECT TO PROMOTE NEW OR EXPANDED BUSINESS DEVELOPMENT, AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PROJECT, AND AUTHORIZING THE EXECUTION OF A LINE OF CREDIT TO ADVANCE FUNDS SIMPLY FLOOR IT

WHEREAS, the Board of Directors of the Anna Community Development Corporation (the "CDC"), created by the City of Anna, Texas (the "City"), in accordance with Article 5190.6, V.A.T.C.S., Section 4B, and now operating under Texas Local Government Code, Chapter 505 (the "Act"), has determined that it is advisable and in the best interests of the CDC to give notice of the intention of the CDC to undertake the following project(s):

one or more expenditures in a total amount not to exceed \$50,000 in the form of advances on a letter of credit to one or more entities doing business in or near the city under a contract with the CDC and or Anna Economic Development Corporation ("Recipients") to assist with the Recipients' operating expenses necessary for the purpose of expanding the operations of Recipients' business and the expansion of business development within the city (the "Project"). The Project will be financed from a grant the CDC was awarded by the USDA. The costs of the Project are estimated not to exceed \$50,000.

WHEREAS, the CDC desires to authorize the expenditure of funds of up to \$50,000 under a project line of credit with the Recipient for the funding of the Project, subject to certain conditions as set forth in this resolution; and,

WHEREAS, the CDC Board of Directors has investigated and determined that providing the funding for the Project, subject to the aforementioned conditions, is in the CDC's best interest and will promote new and expanded business development in the City; and,

WHEREAS, it is hereby officially found and determined that the meeting at which this resolution was passed, was open to the public and public notice of the time, place, and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code;

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

Section 1. Recitals Incorporated

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

Section 2. Approval of Project and Authority to Expend Funds and Authority to Execute a Line of Credit

The CDC approves the Project and authorizes the expenditure of funds of up to \$50,000 in accordance with a line of credit to Simply Floor It, LLC. for the expansion of Recipient's business. The CDC authorizes the CDC President to execute the above-referenced line of credit on the CDC's behalf. Said expenditure by the CDC will be subject to City Council approval by resolution after the City Council gives the resolution at least two separate readings, and subject to approval as to the substance of the line of credits by the CDC's Chief Administrative Officer and approval as to the form of said line of credit by the CDC's legal counsel.

Section 3. Form of Notice

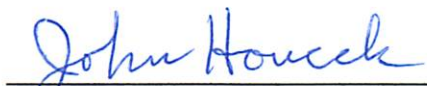
Attached hereto as Exhibit A is a form of Notice of Project ("Notice"), which shall be published without unnecessary delay after the adoption of this resolution, in substantially the same form and substance as attached hereto.

Section 4. Publication of Notice

Said Notice shall be published in a newspaper, as defined in Texas Government Code Sec. 2051.044, of general circulation in the area of the City of Anna, Texas.

PASSED AND APPROVED by the Anna Community Development Corporation this 29th day of September, 2016.

APPROVED:



John Houcek, CDC President

ATTEST:



Sherilyn Godfrey, CDC Secretary

Exhibit A

ANNA COMMUNITY DEVELOPMENT CORPORATION

NOTICE OF PROJECT

NOTICE IS HEREBY GIVEN that the Anna Community Development Corporation (the "CDC"), a non-profit corporation created pursuant to the Development Corporation Act of 1979, Article 5190.6, Vernon's Texas Civil Statutes, Section 4B, and now operating under Texas Local Government Code, Chapter 505 (the "Act"), intends to make one or more expenditures in a total amount not to exceed \$50,000 in the form of advances on a line of credit to one or more entities doing business in or near the city under a contract with the CDC and or Anna Economic Development Corporation ("Recipients") to assist with the Recipients' operating expenses necessary for the purpose of expanding the operations of Recipients' business and the expansion of business development within the city (the "Project"). The Project will be financed from a grant the CDC was awarded by the USDA. The costs of the Project are estimated not to exceed \$50,000.

LOAN AGREEMENT AND PROMISSORY NOTE

THIS LOAN AGREEMENT AND PROMISSORY NOTE (this "Agreement"), is made this 27th day of September, 2016, by and among SIMPLY FLOOR IT, LLC, a Texas limited liability company (hereinafter known as "BORROWER") and the ANNA COMMUNITY DEVELOPMENT CORPORATION, a corporation under the laws of the State of Texas (hereinafter known as "LENDER"). BORROWER and LENDER shall collectively be known herein as "the Parties". In determining the rights and duties of the Parties under this Agreement, the entire document must be read as a whole.

PROMISSORY NOTE

FOR VALUE RECEIVED, BORROWER promises to pay to the order of LENDER, the sum of \$50,000.00 plus 2% interest per annum, in 36 consecutive monthly installment payments, the first monthly installment payment being due on March 1, 2019 and the last monthly installment payment being due on or before the 1st day of the 60th month following the Effective Date, as set forth in further detail in the schedule attached hereto as Exhibit A. The first thirty-five monthly payment amounts shall be \$ 1527.77 and the final monthly payment amount shall be \$ 1528.05. This Agreement is subject to the additional terms found below.

ADDITIONAL LOAN TERMS

The BORROWER and LENDER hereby further set forth their rights and obligations to one another under this Agreement and Promissory Note and agree to be legally bound as follows:

- A. Loan Payment Forgiveness.** In the event that BORROWER can prove to LENDER to LENDER'S reasonable satisfaction that as of December 1, 2018 borrower has created three jobs and has generated sales resulting in at least \$10,000 in sales and use tax having been collected by the City of Anna, the obligation of BORROWER to pay any sums under this Agreement shall be forgiven and this Agreement shall expire; provided, however, that if BORROWER fails to fully provide such proof to Lender on or before February 28, 2019, then this paragraph shall not apply and BORROWER must pay the sums to LENDER in accordance with this Agreement. Said jobs must be full time job positions held by individuals working in BORROWER'S offices or facilities in Anna, Texas, and all of said sales and use tax must have been generated by sales or use in Anna, Texas. BORROWER shall timely provide, at BORROWER'S expense, detailed proof of the jobs created and sales and use tax paid to the City of Anna in form and substance reasonably satisfactory to LENDER.
- B. Demand by LENDER.** This Agreement is a demand note under which BORROWER is required to repay in full the entire outstanding Loan Balance within 15 days of receiving a written demand from LENDER for full repayment of the Loan Balance. Delivery of written notice by LENDER to BORROWER via U.S. Postal Service Certified Mail shall constitute prima facie evidence of delivery. For mailing of said notice, LENDER shall use BORROWER'S address as stated below in the portion of this Agreement regarding default.
- C. Method of Loan Payment.** The BORROWER shall make all payments called for under this Agreement by sending check or other negotiable instrument made payable to the following entity at the address indicated here:

Anna Community Development Corporation
111 N. Powell Parkway
Anna, Texas 75409

BORROW shall deliver all other notices required under this Agreement to LENDER at the above address. If LENDER gives written notice to BORROWER that a different address shall be used for making payments or providing notices under this Agreement, BORROWER shall use the new address so given by LENDER.

- D. Restriction on dividend payments.** Dividends may not be paid that would cause the BORROWER to be unable to meet all of its financial obligations, including payments under this Agreement.
- E. Limitations on compensation of officers and owners.** The BORROWER'S owners and officers may be compensated only to the extent that this compensation does not materially jeopardize the financial strength of the BORROWER or cause the BORROWER to be unable to meet all of its financial obligations.
- F. Prohibition against assuming liabilities or obligations of others.** The BORROWER will not assume the liabilities or obligations of others without prior written consent of the LENDER.
- G. Restrictions concerning consolidations and mergers.** The BORROWER will not undertake any consolidations or mergers without prior written consent of the LENDER, unless any such consolidation or merger is accomplished in accordance with the terms of a certain agreement entered into between the Anna Economic Development Corporation and BORROWER and captioned Economic Development Incentive Grant for Capital Investment Performance Agreement (hereinafter referenced as "EDC Performance Agreement").
- H. Limitations on selling the business.** The BORROWER will not sell the business without the prior written consent of the LENDER.
- I. Default.** The occurrence of any of the following events shall constitute a Default by the BORROWER of the terms of this Agreement:
 - 1. BORROWER'S failure to pay any amount due as principal or interest on the date required under this Agreement;
 - 2. BORROWER seeks an order of relief under the Federal Bankruptcy laws;
 - 3. BORROWER becomes insolvent;
 - 4. A federal tax lien is filed against the assets of the BORROWER; or,
 - 5. A violation by BORROWER of any of the restrictions, prohibitions or requirements set forth in paragraphs B.-I., above.

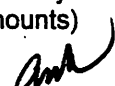
J. Additional Provisions Regarding Default:

- 1. Addressee and Address to which LENDER is to give BORROWER written notice of default:

SIMPLY FLOOR IT, Inc.
9981 Slater Creek Rd
Anna, Texas 75409

If BORROWER gives written notice to LENDER in accordance with this Agreement that a different address shall be used, LENDER shall use that address for giving notice of default (or any other notice called for herein) to BORROWER.

- 2. **Cure of Default.** Upon default, LENDER shall give BORROWER written notice of default. Mailing of written notice by LENDER to BORROWER via U.S. Postal Service Certified Mail shall constitute prima facie evidence of delivery. BORROWER shall have 15 days after receipt of a written notice of default from LENDER to cure said default. In the case of default due solely to BORROWER'S failure to make timely payment as called for in this Agreement, BORROWER may cure the default by making full payment of any principal and accrued interest (including interest on these amounts)



whose payment to LENDER is overdue under this Agreement and, also, the late payment fee described below.

3. **Fee for Late Payment.** There shall also be imposed upon BORROWER a 2% fee for any late payment computed upon the amount of any principal and accrued interest whose payment to LENDER is overdue under this Agreement and for which LENDER has delivered a notice of default to BORROWER. For example, if the Agreement calls for monthly payments of \$500 upon the first day of each month and BORROWER fails to make timely payment of said amount, BORROWER (after a default notice is sent by LENDER) shall be liable to LENDER for a penalty of \$10 (i.e., \$500 x 2%) and, to cure the default, the BORROWER must pay to LENDER the overdue Loan Balance of \$500, interest upon the overdue Loan Balance, and a late fee of \$10.
4. **Acceleration.** If the BORROWER fails to cure any default on or before the expiration of the fifteen (15) day cure period that starts on the date BORROWER receives written notice from LENDER that an event of default has occurred under this Agreement, the entire unpaid principal, accrued interest, and late fees under this Agreement shall accelerate and become due and payable immediately.
- K. **Parties that are not individuals.** If any Party to this Agreement is other than an individual (i.e., a corporation, a Limited Liability Company, a Partnership, or a Trust), said Party, and the individual signing on behalf of said Party, hereby represents and warrants that all steps and actions have been taken under the entity's governing instruments to authorize the entry into this Agreement. Breach of any representation contained in this paragraph is considered a material breach of this Agreement.
- L. **Integration.** This Agreement, including the attachments mentioned in the body as incorporated by reference, sets forth the entire agreement between Parties with regard to the subject matter hereof. All other prior agreements, representations and warranties, express or implied, oral or written, with respect to the subject hereof, are hereby superseded by this Agreement.
- M. **Severability.** In the event any provision of this Agreement is deemed to be void, invalid, or unenforceable, that provision shall be severed from the remainder of this Agreement so as not to cause the invalidity or unenforceability of the remainder of this Agreement. All remaining provisions of this Agreement shall then continue in full force and effect. If any provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope and breadth permitted by law.
- N. **Modification.** Except as otherwise provided in this document, this Agreement may be modified, superseded, or voided only upon the written and signed agreement of the Parties. Further, the physical destruction or loss of this document shall not be construed as a modification or termination of the agreement contained herein.
- O. **Exclusive Jurisdiction for Suit in Case of Breach.** The Parties, by entering into this Agreement, submit to jurisdiction in Collin County, Texas for adjudication of any disputes and/or claims between the Parties under this Agreement. Furthermore, the Parties hereby agree that the courts of Collin County, Texas shall have exclusive jurisdiction and venue over any disputes between the Parties relative to this Agreement, whether said disputes sounds in contract, tort, or other areas of the law.
- P. **State Law.** This Agreement shall be interpreted under, and governed by, the laws of the State of Texas.

IN WITNESS WHEREOF and acknowledging acceptance and agreement of the foregoing, BORROWER and LENDER affix their signatures hereto.



BORROWER

LENDER

SIMPLY FLOOR IT, LLC

Anna Community Development Corporation

By: Andrea Means Henry
Andrea Means Henry

By: John Houcek

ATTEST: Jessie Perkins

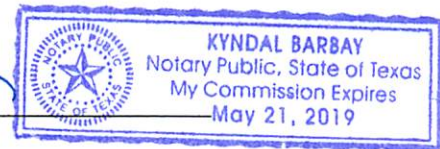
THE STATE OF TEXAS §

COUNTY OF COLLIN §

BEFORE ME, a Notary Public in and for the State of Texas, on this day personally appeared Andrea Means Henry known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that she executed same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 27th day of September, 2016.

Kyndal Barbay
Notary Public in and for The State of Texas



James C. ...

... LLC

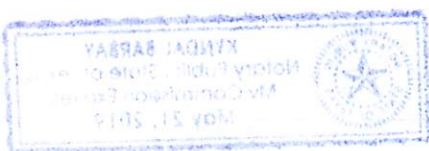
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Notary Public, State of New York

EXHIBIT A

LOAN REPAYMENT SCHEDULE

PAYMENT DUE DATE	AMOUNT DUE
March 1, 2019	\$1,527.77
April 1, 2019	\$1,527.77
May 1, 2019	\$1,527.77
June 1, 2019	\$1,527.77
July 1, 2019	\$1,527.77
August 1, 2019	\$1,527.77
September 1, 2019	\$1,527.77
October 1, 2019	\$1,527.77
November 1, 2019	\$1,527.77
December 1, 2019	\$1,527.77
January 1, 2020	\$1,527.77
February 1, 2020	\$1,527.77
March 1, 2020	\$1,527.77
April 1, 2020	\$1,527.77
May 1, 2020	\$1,527.77
June 1, 2020	\$1,527.77
July 1, 2020	\$1,527.77
August 1, 2020	\$1,527.77
September 1, 2020	\$1,527.77
October 1, 2020	\$1,527.77
November 1, 2020	\$1,527.77
December 1, 2020	\$1,527.77
January 1, 2021	\$1,527.77
February 1, 2021	\$1,527.77
March 1, 2021	\$1,527.77
April 1, 2021	\$1,527.77
May 1, 2021	\$1,527.77
June 1, 2021	\$1,527.77
July 1, 2021	\$1,527.77
August 1, 2021	\$1,527.77
September 1, 2021	\$1,527.77
October 1, 2021	\$1,527.77
November 1, 2021	\$1,527.77
December 1, 2021	\$1,527.77
January 1, 2022	\$1,527.77
February 1, 2022	\$1,528.05

Good



Item No. 11.

EDC/CDC Agenda
Staff Report

Meeting Date: 2/4/2021
Staff Contact:

AGENDA ITEM:

Consider/Discuss/Act on a resolution amending the 2020-2021 Fiscal Year Budget by carrying forward unexpended promotional funds in the amount of \$53,595.94. (CDC)

SUMMARY:

Similar to last year, staff is requesting to carry forward the marketing/promotion funds that were budgeted but not used in FY 2020. These funds will be used to carry out the marketing plan that was developed by Cooksey Communications. The total amount being carried forward for the CDC is \$53,595.94.

STAFF RECOMMENDATION:

Motion on behalf of the CDC to approve a resolution amending the FY 2020-2021 Budget by carrying forward unexpended promotional funds in the amount of \$53,595.94.

ATTACHMENTS:

1. CDC Budget Amendment
2. EDC and CDC as of September 30 2020
3. Exhibit A--CDC Budget

ANNA COMMUNITY DEVELOPMENT CORPORATION

RESOLUTION NO. _____

A RESOLUTION OF THE ANNA COMMUNITY DEVELOPMENT CORPORATION REGARDING THE APPROVAL OF AND AUTHORITY TO AMEND THE 2020-2021 FISCAL YEAR BUDGET BY CARRYING FORWARD UNEXPENDED PROMOTIONAL FUNDS IN THE AMOUNT OF \$53,595.94.

WHEREAS, effective October 1, 2020, the Anna Community Development Corporation (the "CDC"), with the approval of the City of Anna City Council, approved its current fiscal year budget; and

WHEREAS, the CDC seeks to make one or more line item amendments to its budget due to additional funds being needed in the promotion line item (89-825-6735).

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

Section 1. Recitals Incorporated

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

Section 2. Adoption of Amendment to the Current Fiscal Year Budget

The CDC Board of Directors hereby approves amending the Anna Community Development Corporation current fiscal year budget as set forth in Exhibit A, amended budget, attached hereto and incorporated herein for all purposes as if set forth in full. The Board further directs that this amendment to the current fiscal year budget be submitted to the City of Anna City Council for approval.

PASSED AND APPROVED by the Anna Community Development Corporation this 4th day of February 2021.

APPROVED:

ATTEST:

Anthony Richardson,
CDC President

Rocio Gonzalez,
CDC Secretary

Exhibit A

City of Anna

12/2/2020 10:13am

Statement of Revenue and Expenditures

Page

1

Revised Budget

For the Fiscal Period 2020-12 Ending September 30, 2020

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Community Development Corporation					
Community Development Corporation					
Revenues					
89-825-5225 Sales Tax Revenue - General	0.00	377,079.38	1,137,630.00	1,362,790.52	(19.79%)
89-825-5329 Donations	0.00	27.00	0.00	183.00	0.00%
89-825-5499 Miscellaneous Revenue	0.00	0.00	0.00	0.00	0.00%
89-825-5530 Interest Revenue	0.00	489.33	11,140.00	11,588.18	(4.02%)
89-825-5800 Transfers In	0.00	0.00	0.00	0.00	0.00%
89-825-5840 Bond Proceeds	0.00	0.00	0.00	0.00	0.00%
Total Revenues	0.00	377,595.71	1,148,770.00	1,374,561.70	(19.66%)
Expenditures					
89-825-6101 Salaries	0.00	9,920.96	81,216.00	73,472.67	9.53%
89-825-6114 Payroll Taxes-City Part FICA	0.00	542.12	6,221.00	5,542.91	10.90%
89-825-6121 Health Insurance	0.00	78.96	9,927.00	947.52	90.46%
89-825-6125 TMRS Retirement	0.00	1,007.69	12,035.00	10,408.19	13.52%
89-825-6126 Unemployment	0.00	0.00	250.00	144.00	42.40%
89-825-6127 Worker's Compensation	0.00	0.00	289.00	153.00	47.06%
89-825-6129 Miscellaneous Payroll	0.00	0.00	100.00	0.00	100.00%
89-825-6208 Office Supplies	0.00	465.79	2,000.00	1,159.13	42.04%
89-825-6209 Other Supplies - Misc.	0.00	273.67	4,500.00	1,329.88	70.45%
89-825-6210 Clothing Supplies	0.00	546.00	1,000.00	1,454.00	(45.40%)
89-825-6212 Postage	0.00	0.00	100.00	0.00	100.00%
89-825-6299 IT Supplies	0.00	0.00	0.00	0.00	0.00%
89-825-6700 Economic Development Grant Expense	0.00	0.00	366,585.00	284,432.81	22.41%
89-825-6703 Contract Services	0.00	35,266.23	127,354.00	124,131.73	2.53%
89-825-6710 Travel/Training Expense	0.00	750.00	26,900.00	14,141.77	47.43%
89-825-6722 Insurance - Property & Liability	0.00	0.00	3,500.00	3,500.00	0.00%
89-825-6731 Public Notices - Advertising	0.00	36.70	250.00	36.70	85.32%
89-825-6735 Promotion Expense	0.00	10,695.00	82,097.00	28,501.06	65.28%
89-825-6753 Legal Expense	0.00	828.50	16,500.00	7,239.81	56.12%
89-825-6755 Audit Expense	0.00	0.00	3,500.00	3,389.15	3.17%
89-825-6756 Engineering	0.00	0.00	2,500.00	0.00	100.00%
89-825-6761 Dues, Publications & Licenses	0.00	150.00	5,370.00	3,179.33	40.79%
89-825-6783 Telecom	0.00	0.00	700.00	0.00	100.00%
89-825-6789 Debt-Service Principal	0.00	0.00	215,000.00	215,000.00	0.00%
89-825-6790 Interest Expense	0.00	0.00	110,876.00	110,901.00	(0.02%)
89-825-6795 Bond Fees	0.00	0.00	0.00	0.00	0.00%
89-825-6799 Other Services - Misc.	0.00	0.00	70,000.00	71,152.50	(1.65%)
89-825-6901 Construction in Progress	0.00	0.00	0.00	0.00	0.00%
89-825-6911 Machinery & Equipment	0.00	0.00	0.00	0.00	0.00%
89-825-6931 Land & Improvements	0.00	0.00	0.00	0.00	0.00%
89-825-8900 Other Financing Use - Debt Refundings	0.00	0.00	0.00	0.00	0.00%
89-825-9800 Transfers Out	0.00	0.00	0.00	0.00	0.00%
Total Expenditures	0.00	(60,561.62)	(1,148,770.00)	(960,217.16)	16.41%
Total Community Development Corporation	0.00	317,034.09	0.00	414,344.54	0.00%

City of Anna
Statement of Revenue and Expenditures
Revised Budget

For the Fiscal Period 2020-12 Ending September 30, 2020

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Economic Development Corporation					
Economic Development Corporation					
Revenues					
90-826-5350 Rental	0.00	1,622.35	10,776.00	10,243.06	4.95%
90-826-5491 Gain on sales of Assets	0.00	0.00	0.00	0.00	0.00%
90-826-5499 Miscellaneous Revenue	0.00	0.00	3,000.00	1,500.00	50.00%
90-826-5530 Interest Revenue	0.00	208.75	3,996.00	6,922.01	(73.22%)
90-826-5800 Transfers In	0.00	0.00	0.00	0.00	0.00%
90-826-5853 Other Financial Source from Notes Pay	0.00	0.00	0.00	0.00	0.00%
Total Revenues	0.00	1,831.10	17,772.00	18,665.07	(5.03%)
Expenditures					
90-826-6209 Other Supplies - Misc.	0.00	0.00	0.00	1,329.47	0.00%
90-826-6210 Clothing Supplies	0.00	0.00	0.00	0.00	0.00%
90-826-6212 Postage	0.00	0.00	0.00	0.00	0.00%
90-826-6303 Maint. & Repair - Buildings	0.00	0.00	5,000.00	33.00	99.34%
90-826-6703 Contract Services	0.00	3,654.29	168,680.00	129,690.44	23.11%
90-826-6708 IT Support Services	0.00	0.00	2,500.00	254.12	89.84%
90-826-6722 Insurance - Property & Liability	0.00	0.00	1,050.00	1,050.00	0.00%
90-826-6735 Promotion Expense	0.00	0.00	30,000.00	0.00	100.00%
90-826-6753 Legal Expense	0.00	135.00	7,500.00	4,386.28	41.52%
90-826-6755 Audit Expense	0.00	0.00	3,500.00	3,389.15	3.17%
90-826-6780 Electricity	0.00	445.57	2,850.00	3,567.21	(25.17%)
90-826-6781 Gas - Natural/Propane	0.00	10.99	1,050.00	754.48	28.14%
90-826-6782 City Utilities Water/Sewer/Trash	0.00	0.00	1,800.00	816.61	54.63%
90-826-6783 Telecom	0.00	155.61	1,800.00	1,707.99	5.11%
90-826-6799 Other Services - Misc.	0.00	0.00	0.00	0.00	0.00%
90-826-6901 Construction in Progress	0.00	0.00	0.00	0.00	0.00%
90-826-6931 Land & Improvements	0.00	0.00	0.00	0.00	0.00%
90-826-9800 Transfers Out	0.00	0.00	0.00	0.00	0.00%
Total Expenditures	0.00	(4,401.46)	(225,730.00)	(146,978.75)	34.89%
Total Economic Development Corporation	0.00	(2,570.36)	(207,958.00)	(128,313.68)	38.30%
Total Economic Development Corporation	0.00	(2,570.36)	(207,958.00)	(128,313.68)	38.30%

FUND	CITY OF ANNA DEPARTMENT	DIVISION
89 COMMUNITY DEVELOPMENT	CDC	89-825E 825
DETAILS		

LINE ITEMS	2019 ACTUAL	2020 BUDGET	2020 ESTIMATED	2021 PROPOSED	% CHANGE
6101 SALARIES	\$47,761	\$81,216	\$70,500	\$91,325	12.40%
6114 PAYROLL TAXES-CITY PART FICA	\$3,620	\$6,221	\$6,100	\$6,986	12.30%
6121 HEALTH INSURANCE	\$4,733	\$9,927	\$1,300	\$9,927	0%
6125 TMRS RETIREMENT	\$6,973	\$12,035	\$9,991	\$12,986	8%
6126 UNEMPLOYMENT	\$18	\$250	\$250	\$250	0%
6127 WORKERS COMPENSATION	\$116	\$289	\$289	\$411	42%
6129 MISCELLANEOUS PAYROLL	\$100	\$100	0	\$100	0%
PAYROLL	\$63,320	\$110,038	\$88,430	\$121,985	11%
6208 OFFICE SUPPLIES	\$1,155	\$2,000	\$2,000	\$2,000	0.00%
basic needs					
6209 OTHER SUPPLIES - MISC.	\$3,101	\$4,500	\$4,000	\$4,000	-11%
meals, meeting supplies, etc.					
6210 CLOTHING SUPPLIES	\$0	\$1,000	\$1,000	\$1,000	0.00%
shirts with logos					
6212 POSTAGE	\$13	\$100	\$100	\$100	0.00%
mailing bills, etc..					
SUPPLIES	\$6,565	\$7,600	\$7,100	\$7,100	-6.60%
6303 MAINT. AND REPAIR - BUILDINGS	\$0	\$0	\$0	\$0	0.00%
MAINTENANCE	\$0	\$0	\$0	\$0	0.00%
6700 ECONOMIC DEVELOPMENT GRANT EXPENSE	\$224,902	\$366,585	\$366,585	\$442,960	20.70%
Downtown/Targeted Area Economic Development Grants	\$0	\$78,900	\$78,900	\$100,000	26.70%
Sales Tax Reimbursement agreement with Chief Partners Phase I	\$224,902	\$287,685	\$287,685	\$342,960	19.20%
6703 CONTRACT SERVICES	\$67,528	\$127,354	\$117,354	\$173,974	36.60%
CDC agreement with City Finance and Accounting Services		\$4,000	\$4,000	\$4,000	0%
Retail/Restaurant/Entertainment Attraction Plan			\$0	\$35,000	
Marketing/Tagline Plan Agreement			\$0	\$20,000	
CDC Cost Share of IT and McLain Budgeting Software		\$800	\$800	\$800	0%
Chamber/CDC Contract		\$42,000	\$42,000	\$42,000	0.00%
Continuing Disclosure Report Fees (Revenue Bonds)		\$1,500	\$1,500	\$1,500	0%

Contract Services for Downtown Plan/TIRZ Creation		\$60,000	\$50,000	\$45,000	-25%
Housing Study Updates		\$1,750	\$1,750	\$1,750	0%
Impact Data Source (Third Party Economic Impact Tool)		\$5,400	\$5,400	\$5,724	6%
Loop Net Business Park Listing		\$630	\$414	\$0	
Placer AI		\$6,000	\$6,000	\$6,000	0%
Real Massive to replace Xcelligent		\$2,250	\$2,250	\$2,250	0%
Website Property Database Platform		\$3,240	\$3,240	\$6,950	115%
6722 INSURANCE - PROPERTY AND LIABILITY	\$3,500	\$3,500	\$0	\$3,500	0.00%
Insurance for the Business park Property - since there is no building on this property it does not need coverage					
6731 PUBLIC NOTICES - ADVERTISING	\$37	\$250	\$250	\$250	0.00%
publish notices,					
6735 PROMOTION EXPENSE	\$106,444	\$82,097	\$80,000	\$93,000	13.30%
Promotional Materials - Print Ads, other sponsorship opportunities, magazines, displays, billboards, etc.					
6753 LEGAL EXPENSE	\$14,047	\$16,500	\$13,500	\$14,000	-15%
Legal services					
6755 AUDIT EXPENSE	\$2,338	\$3,500	\$6,000	\$6,000	71.40%
CPA services - audit, 990, 1099s					
6756 ENGINEERING	\$270	\$2,500	\$0	\$1,500	-40%
Engineering					
6761 DUES, PUBLICATIONS, PERMITS AND LICENSES	\$2,186	\$5,370	\$5,300	\$4,670	-13.00%
Professional Dues - ICSC, DBJ, TCMA/ICMA, TEDC, IEDC, NAIOP					
6782 CITY UTILITIES WATER/SEWER/TRASH	\$0	\$0	\$0	\$0	0.00%
6783 TELECOM	\$0	\$700	\$700	\$700	0%
Cell phone for Director					
6789 DEBT-SERVICE PRINCIPAL	\$210,000	\$215,000	\$215,000	\$225,000	5%
2016 Debt service on business park			\$150,000	\$130,000	-13.30%
Bond Debit Series B - Slayter Creek Park Phase II			\$90,000	\$95,000	6%
6790 INTEREST EXPENSE	\$116,883	\$110,876	\$110,606	\$104,251	-6%
2016 Debt service on business park			\$63,581	\$60,278	-5.20%
Series 2012 B 1.6 Million Note for Slayter Creek Park			\$47,025	\$43,973	-6.50%
6799 OTHER SERVICES - MISC.	\$46,174	\$70,000	\$70,000	\$90,000	29%
Cost Allocation to pay a portion of salary/ benefits for the EDC Director					
6710 TRAVEL/TRAINING EXPENSE	\$	26,900	\$11,442	\$25,250	-5%
Bisnow Events		\$		\$1,000	
Basic Economic Development Course for ED Manager		\$1,700	\$700	\$1,000	-41%
ICSC ReCON (Four People)		\$9,200	\$2,720	\$7,500	-18.50%
ICSC Red River		\$4,500	\$4,000	\$4,500	0%
IEDC Annual Conference		\$1,300	\$1,700	\$2,000	54%
TCMA Annual Conference			\$500	\$2,000	
Mileage Reimbursement for ED Manager		\$1,200	\$500	\$750	-37.50%
NAIOP Event		\$3,000	\$0	\$3,000	0%
Sales Tax Training		\$2,500	\$0	\$500	-80%
TEDC Annual Conference (2 People)		\$3,000	\$750	\$3,000	0%

SERVICES	\$790,808	\$1,031,132	\$1,001,737	\$1,182,055	15.00%
6912 BOND COST	\$0	\$0	\$0	\$0	0.00%
6921 BUILDINGS AND IMPROVEMENTS	\$0	\$0	\$0	\$0	0.00%
6941 OTHER CAPITAL EXPENDITURES	\$0	\$0	\$0	\$0	0.00%
CAPITAL EXPENDITURES	\$0	\$0	\$0	\$0	0.00%
8900 OTHER FINANCING USE - DEBT REFUNDINGS	\$0	\$0	\$0	\$0	0.00%
9800 TRANSFERS OUT	\$0	\$0	\$0	\$0	0.00%
9812 TRANSFERS OUT - GENERAL FUND	\$0	\$0	\$0	\$0	0.00%
OTHER USES OF FUNDS	\$0	\$0	\$0	\$0	0.00%
TOTAL 825	\$860,693	\$1,148,770	\$1,097,267	\$1,311,140	14.10%



Item No. 12.

EDC/CDC Agenda
Staff Report

Meeting Date: 2/4/2021
Staff Contact:

AGENDA ITEM:

Consider/Discuss/Act on a resolution amending the 2020-2021 Fiscal Year Budget by carrying forward unexpended promotional funds in the amount of \$30,000. (EDC)

SUMMARY:

Similar to last year, staff is requesting to carry forward the marketing/promotion funds that were budgeted but not used in FY 2020. These funds will be used to carry out the marketing plan that was developed by Cooksey Communications. The total amount being carried forward for the EDC is \$30,000.

STAFF RECOMMENDATION:

Motion on behalf of the EDC to approve a resolution amending the FY 2020-2021 Budget by carrying forward unexpended promotional funds in the amount of \$30,000.

ATTACHMENTS:

1. EDC Budget Amendment 2012021
2. Exhibit A--EDC Budget
3. EDC and CDC as of September 30 2020

ANNA ECONOMIC DEVELOPMENT CORPORATION RESOLUTION

NO. 2.01.2021

A RESOLUTION OF THE ANNA ECONOMIC DEVELOPMENT CORPORATION REGARDING THE APPROVAL OF AND AUTHORITY TO AMEND THE 2020-2021 FISCAL YEAR BUDGET BY CARRYING FORWARD UNEXPENDED PROMOTIONAL FUNDS IN THE AMOUNT OF \$30,000.

WHEREAS, effective October 1, 2020, the Anna Economic Development Corporation (the “EDC”), with the approval of the City of Anna City Council, approved its current fiscal year budget; and

WHEREAS, the EDC seeks to make one or more line item amendments to its budget due to additional funds being needed in the promotion line item (90-826-6735).

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

Section 1. Recitals Incorporated

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

Section 2. Adoption of Amendment to the Current Fiscal Year Budget

The EDC Board of Directors hereby approves amending the Anna Economic Development Corporation current fiscal year budget as set forth in Exhibit A, amended budget, attached hereto and incorporated herein for all purposes as if set forth in full. The Board further directs that this amendment to the current fiscal year budget be submitted to the City of Anna City Council for approval.

PASSED AND APPROVED by the Anna Economic Development Corporation this 4th day of February 2021.

APPROVED:

ATTEST:

Anthony Richardson,
EDC President

Rocio Gonzalez,
EDC Secretary

FUND	CITY OF ANNA DEPARTMENT	DIVISION
90 ECONOMIC DEVELOPMENT	EDC	90-826E 826
DETAILS		

LINE ITEMS	2019 ACTUAL	2020 BUDGET	2020 ESTIMATED	2021 PROPOSED	% CHANGE
6208 OFFICE SUPPLIES	\$0	\$0	\$0	\$0	0.00%
6209 OTHER SUPPLIES - MISC.	\$446	\$0	\$1,200	\$0	0%
meals for meetings, coffee meetings, lunches, office etc...					
papertowel, toilet paper, coffee etc..					
6210 CLOTHING SUPPLIES	\$0	\$0	\$0	\$0	0.00%
6212 POSTAGE	\$0	\$0	\$0	\$0	0.00%
SUPPLIES	\$446	\$0	\$1,200	\$0	0%
6303 MAINT. AND REPAIR - BUILDINGS	\$3,974	\$5,000	\$1,500	\$3,000	-40%
Misc building Maintenance and Repairs - 312 N Powell					
MAINTENANCE	\$3,974	\$5,000	\$1,500	\$3,000	-40%
6703 CONTRACT SERVICES	\$25,427	\$168,680	\$166,819	\$75,800	-55.00%
Business Park			\$45,000	\$60,000	
Janitorial			\$2,600	\$2,800	
Mowing and Landscaping - 312 North Powell Pkw			\$2,500	\$2,700	
Pest Control			\$480	\$600	
Ricoh Printer			\$2,000	\$3,000	
Inc-cube Renovation Project			\$108,939		
Security Services			\$5,300	\$6,700	
6708 IT SUPPORT SERVICES	\$2,033	\$2,500	\$750	\$750	-70%
Isogent Services					
6710 TRAVEL/TRAINING EXPENSE	\$500	\$0	\$0	\$0	0.00%
6722 INSURANCE - PROPERTY AND LIABILITY	\$955	\$1,050	\$1,050	\$1,050	0%
TMIRP ID #74, EDC Building at 312 N Powell Texas Municipal League Intergovernmental Risk Pool Property and Liability Coverage figured at a 12% increase. FY17 had a 16% increase. FY18 had an increase of 5.5%. FY19 had an increase of 10%					
6735 PROMOTION EXPENSE	\$2,718	\$30,000	\$0	\$0	
6753 LEGAL EXPENSE	\$7,398	\$7,500	\$7,500	\$7,500	0%
legal fees					
6755 AUDIT EXPENSE	\$2,338	\$3,500	\$4,000	\$5,000	43%
CPA Services - Audit, 1099 form 990					
6756 ENGINEERING	\$0	\$0	\$0	\$0	0.00%
6761 DUES, PUBLICATIONS, PERMITS AND	\$0	\$0	\$0	\$0	0.00%

6780 ELECTRICITY	\$3,307	\$2,850	\$2,700	\$3,500	23%
Electric for 312 N. Powell Pkwy					
6781 GAS - NATURAL/PROPANE	\$899	\$1,050	\$1,050	\$1,050	0%
Gas Atmos Service for 312 N. Powell Pkwy					
6782 CITY UTILITIES WATER/SEWER/TRASH	\$1,461	\$1,800	\$1,200	\$0	\$0
6783 TELECOM	\$0	\$1,800	\$1,800	\$2,000	11.10%
Internet service - 312 NNP					
6789 DEBT-SERVICE PRINCIPAL	\$0	\$0	\$0	\$0	0.00%
6790 INTEREST EXPENSE	\$0	\$0	\$0	\$0	0.00%
6799 OTHER SERVICES - MISC.	\$0	\$0	\$0	\$0	0.00%
SERVICES	\$30,122	\$220,730	\$187,619	\$96,650	-56.00%
6931 LAND AND IMPROVEMENTS	\$0	\$0	\$0	\$0	0.00%
6941 OTHER CAPITAL EXPENDITURES	\$43,382	\$0	\$0	\$0	0.00%
Based on YTD actuals			\$0	\$0	
CAPITAL EXPENDITURES	\$43,382	\$0	\$0	\$0	0.00%
9800 TRANSFERS OUT	\$0	\$0	\$0	\$0	0.00%
OTHER USES OF FUNDS	\$0	\$0	\$0	\$0	0.00%
TOTAL 826	\$50,966	\$225,730	\$190,319	\$99,650	-56.00%

Exhibit A

City of Anna

12/2/2020 10:13am

Statement of Revenue and Expenditures

Page

1

Revised Budget

For the Fiscal Period 2020-12 Ending September 30, 2020

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Community Development Corporation					
Community Development Corporation					
Revenues					
89-825-5225 Sales Tax Revenue - General	0.00	377,079.38	1,137,630.00	1,362,790.52	(19.79%)
89-825-5329 Donations	0.00	27.00	0.00	183.00	0.00%
89-825-5499 Miscellaneous Revenue	0.00	0.00	0.00	0.00	0.00%
89-825-5530 Interest Revenue	0.00	489.33	11,140.00	11,588.18	(4.02%)
89-825-5800 Transfers In	0.00	0.00	0.00	0.00	0.00%
89-825-5840 Bond Proceeds	0.00	0.00	0.00	0.00	0.00%
Total Revenues	0.00	377,595.71	1,148,770.00	1,374,561.70	(19.66%)
Expenditures					
89-825-6101 Salaries	0.00	9,920.96	81,216.00	73,472.67	9.53%
89-825-6114 Payroll Taxes-City Part FICA	0.00	542.12	6,221.00	5,542.91	10.90%
89-825-6121 Health Insurance	0.00	78.96	9,927.00	947.52	90.46%
89-825-6125 TMRS Retirement	0.00	1,007.69	12,035.00	10,408.19	13.52%
89-825-6126 Unemployment	0.00	0.00	250.00	144.00	42.40%
89-825-6127 Worker's Compensation	0.00	0.00	289.00	153.00	47.06%
89-825-6129 Miscellaneous Payroll	0.00	0.00	100.00	0.00	100.00%
89-825-6208 Office Supplies	0.00	465.79	2,000.00	1,159.13	42.04%
89-825-6209 Other Supplies - Misc.	0.00	273.67	4,500.00	1,329.88	70.45%
89-825-6210 Clothing Supplies	0.00	546.00	1,000.00	1,454.00	(45.40%)
89-825-6212 Postage	0.00	0.00	100.00	0.00	100.00%
89-825-6299 IT Supplies	0.00	0.00	0.00	0.00	0.00%
89-825-6700 Economic Development Grant Expense	0.00	0.00	366,585.00	284,432.81	22.41%
89-825-6703 Contract Services	0.00	35,266.23	127,354.00	124,131.73	2.53%
89-825-6710 Travel/Training Expense	0.00	750.00	26,900.00	14,141.77	47.43%
89-825-6722 Insurance - Property & Liability	0.00	0.00	3,500.00	3,500.00	0.00%
89-825-6731 Public Notices - Advertising	0.00	36.70	250.00	36.70	85.32%
89-825-6735 Promotion Expense	0.00	10,695.00	82,097.00	28,501.06	65.28%
89-825-6753 Legal Expense	0.00	828.50	16,500.00	7,239.81	56.12%
89-825-6755 Audit Expense	0.00	0.00	3,500.00	3,389.15	3.17%
89-825-6756 Engineering	0.00	0.00	2,500.00	0.00	100.00%
89-825-6761 Dues, Publications & Licenses	0.00	150.00	5,370.00	3,179.33	40.79%
89-825-6783 Telecom	0.00	0.00	700.00	0.00	100.00%
89-825-6789 Debt-Service Principal	0.00	0.00	215,000.00	215,000.00	0.00%
89-825-6790 Interest Expense	0.00	0.00	110,876.00	110,901.00	(0.02%)
89-825-6795 Bond Fees	0.00	0.00	0.00	0.00	0.00%
89-825-6799 Other Services - Misc.	0.00	0.00	70,000.00	71,152.50	(1.65%)
89-825-6901 Construction in Progress	0.00	0.00	0.00	0.00	0.00%
89-825-6911 Machinery & Equipment	0.00	0.00	0.00	0.00	0.00%
89-825-6931 Land & Improvements	0.00	0.00	0.00	0.00	0.00%
89-825-8900 Other Financing Use - Debt Refundings	0.00	0.00	0.00	0.00	0.00%
89-825-9800 Transfers Out	0.00	0.00	0.00	0.00	0.00%
Total Expenditures	0.00	(60,561.62)	(1,148,770.00)	(960,217.16)	16.41%
Total Community Development Corporation	0.00	317,034.09	0.00	414,344.54	0.00%

City of Anna
Statement of Revenue and Expenditures
Revised Budget

For the Fiscal Period 2020-12 Ending September 30, 2020

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Economic Development Corporation					
Economic Development Corporation					
Revenues					
90-826-5350 Rental	0.00	1,622.35	10,776.00	10,243.06	4.95%
90-826-5491 Gain on sales of Assets	0.00	0.00	0.00	0.00	0.00%
90-826-5499 Miscellaneous Revenue	0.00	0.00	3,000.00	1,500.00	50.00%
90-826-5530 Interest Revenue	0.00	208.75	3,996.00	6,922.01	(73.22%)
90-826-5800 Transfers In	0.00	0.00	0.00	0.00	0.00%
90-826-5853 Other Financial Source from Notes Pay	0.00	0.00	0.00	0.00	0.00%
Total Revenues	0.00	1,831.10	17,772.00	18,665.07	(5.03%)
Expenditures					
90-826-6209 Other Supplies - Misc.	0.00	0.00	0.00	1,329.47	0.00%
90-826-6210 Clothing Supplies	0.00	0.00	0.00	0.00	0.00%
90-826-6212 Postage	0.00	0.00	0.00	0.00	0.00%
90-826-6303 Maint. & Repair - Buildings	0.00	0.00	5,000.00	33.00	99.34%
90-826-6703 Contract Services	0.00	3,654.29	168,680.00	129,690.44	23.11%
90-826-6708 IT Support Services	0.00	0.00	2,500.00	254.12	89.84%
90-826-6722 Insurance - Property & Liability	0.00	0.00	1,050.00	1,050.00	0.00%
90-826-6735 Promotion Expense	0.00	0.00	30,000.00	0.00	100.00%
90-826-6753 Legal Expense	0.00	135.00	7,500.00	4,386.28	41.52%
90-826-6755 Audit Expense	0.00	0.00	3,500.00	3,389.15	3.17%
90-826-6780 Electricity	0.00	445.57	2,850.00	3,567.21	(25.17%)
90-826-6781 Gas - Natural/Propane	0.00	10.99	1,050.00	754.48	28.14%
90-826-6782 City Utilities Water/Sewer/Trash	0.00	0.00	1,800.00	816.61	54.63%
90-826-6783 Telecom	0.00	155.61	1,800.00	1,707.99	5.11%
90-826-6799 Other Services - Misc.	0.00	0.00	0.00	0.00	0.00%
90-826-6901 Construction in Progress	0.00	0.00	0.00	0.00	0.00%
90-826-6931 Land & Improvements	0.00	0.00	0.00	0.00	0.00%
90-826-9800 Transfers Out	0.00	0.00	0.00	0.00	0.00%
Total Expenditures	0.00	(4,401.46)	(225,730.00)	(146,978.75)	34.89%
Total Economic Development Corporation	0.00	(2,570.36)	(207,958.00)	(128,313.68)	38.30%
Total Economic Development Corporation	0.00	(2,570.36)	(207,958.00)	(128,313.68)	38.30%



Item No. 13.

EDC/CDC Agenda
Staff Report

Meeting Date: 2/4/2021
Staff Contact:

AGENDA ITEM:

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

SUMMARY:

Now that the CDC has the marketing plan and approved tagline, the next step is to execute the plan by having a social and digital media campaign developed, creation of marketing brochures, website updates, and other marketing/public relations services. Cooksey Communications has done an outstanding job of helping us get to this point and this Agreement continues that partnership. The Agreement will last through the remainder of FY 2021.

STAFF RECOMMENDATION:

Motion on behalf of CDC to approve a resolution approving an Agreement with Cooksey Communications not to exceed \$50,000 from the CDC's promotional line item and authorizing the Board President to execute the Agreement.

ATTACHMENTS:

1. Marketing Resolution
2. Exhibit A
3. Anna CDC Summary of Services.final

ANNA COMMUNITY DEVELOPMENT CORPORATION

RESOLUTION NO. _____

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

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

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

Section 1. Recitals Incorporated

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

Section 2. Approval of Funding

The CDC hereby authorizes the Board President to execute a contract for marketing, advertising, and promotional services and to charge the CDC’s promotional line item in an amount not to exceed \$50,000 in the Fiscal Year 2020-2021 for marketing and promotional services for community and economic development purposes.

PASSED AND APPROVED by the Anna Community Development Corporation this 4th day of February 2021.

APPROVED:

ATTEST:

Anthony Richardson, CDC President

Rocio Gonzalez, CDC Secretary

LETTER OF AGREEMENT

THIS AGREEMENT ("Agreement") is effective as of February 4, 2021, (the "Effective Date") by and between Cooksey Communications, Inc., a Texas corporation ("Cooksey" or "Contractor") whose address is 5525 N. MacArthur Blvd., Suite 530, Irving, Texas 75038; and the Anna Community Development Corporation ("Client"), whose office address is 312 N. Powell Pkwy, Anna, Texas 75409.

Cooksey and Client are sometimes referred to in this Agreement individually as "Party" or collectively as "Parties."

Client desires to retain Cooksey as an independent contractor to provide strategic communications and creative services as described in the scope outlined below.

In consideration therefore, Client agrees to pay Cooksey a monthly retainer of FIVE THOUSAND ONE HUNDRED DOLLARS (\$5,100) per month billed as \$5,100 per month (plus CSTIM fee outlined below) for public relations, social media content development, creative services and other marketing communications consulting, as outlined below, which will allow Cooksey to perform up to 30 hours of service per month at its blended hourly rate of \$170.

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

Scope of Work

In the consideration of the fees and the mutual covenants contained in this Agreement, the Client and Cooksey agree that Cooksey will provide the following consulting and creative services.

Consulting and Strategy

- Participate in regular (weekly or biweekly) progress calls/meetings with Client to discuss PR/marketing opportunities and needs, Client activities and upcoming initiatives

Creative Direction and Brand Development

- Creation of overall advertising campaign theme, incorporating new tagline and look and feel
- **Website updates branded to new EDC/CDC logo and tagline, along with new imagery**
- Development of new brochure and pocket folder system (design and copywriting), along with promotional inserts for primary city business assets/demographics
- Creation of three-dimensional direct mail campaign

Public/Media Relations

- Build a year-long editorial calendar for potential inclusion in feature stories and sponsored award programs
- Create a comprehensive media kit, complete with important demographic information, business opportunities and community profile
- Set up in-person meetings with members of the media; showcase projects/tour Anna, etc.
- Month-to-month pitching of evergreen story topics, deal announcements and thought-leadership pieces (Cooksey will develop content)
- Provide recommendations for important industry groups to make informational presentations to and/or join, etc.
- Manage overall marketing campaign for EDC/CDC

Social Media Content/Engagement (does not include paid social media program*)

- Create two-to-three relevant posts per week
- Leverage media placements/important announcements and determine appropriate content to boost
- Implement strategy to increase followers, both organically and through paid efforts in digital campaign

**Paid print advertising and paid digital media budgets are not covered by this agreement and will be billed through separate agreements with the outlets/platforms or under a separate letter of agreement with Cooksey.*

Billing

Invoices for the ongoing monthly retainer and CSTIM fee will be pre-billed at the beginning of each month, with the first invoice submitted to the Client immediately upon execution of this Agreement.

All invoices are due net 15 calendar days from the invoice date. Payments received after 30 calendar days of the invoice date shall be subject to late charges at a rate of two percent (2%) per month (24% per annum).

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

Additional Fees/Hours

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

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

If the Client requests new services or projects not specifically delineated in this Agreement, Cooksey will provide a written estimate of the hours and costs associated with those services or deliverables and will require advance, written approval before undertaking any additional work. Any such incidental work would be estimated and, if approved by the Client, performed at the \$170 per hour blended billing rate, or as agreed to in writing.

Expenses and Exclusions

Cooksey, for the benefit of the Client, may incur non-routine, third-party expenses in the course of implementing the requested services, including but not limited to such items as newswire services, clipping services, custom or stock photography, outsourced printing costs and other expenses. Any such third-party vendor expenses will be billed directly by the vendor to the Client. Third-party vendor expenses handled by Cooksey will incur a 15% markup. Any individual non-routine expenses over \$100 must be approved in advance, in writing, by the Client prior to being incurred.

Client Services, Technology and Information Management (CSTIM) Fee

Each invoice will include Cooksey's standard CSTIM fee, calculated at five percent (5%) of the monthly retainer or project fee, which covers routine internal expenses regularly incurred on all of its clients' behalf. These expenses include, but are not limited to, mileage incurred for local (within 100 miles) travel to/from meetings and events; photocopies and in-house printing; courier or delivery charges; subscriptions for online resources and third-party services such as Cision (global media database and intelligence service) and video conference services; maintenance of communications infrastructure for 24/7 client service; and subscriptions to e-mail marketing services.

For the Anna Community Development Corporation monthly retainer of \$5,100, the monthly CSTIM fee will be \$255 per month.

Term of Service and Renewal

Services addressed in this Agreement are expected to last for eight months, beginning from the Effective Date stipulated above until September 30, 2021.

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

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

Confidentiality

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

Indemnity

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

Cooksey agrees to indemnify and save Client harmless from and against all liability, including all actions, claims, damages, costs and attorneys' fees and related expenses, that the Client may incur (or to which the Client may be a party), arising out of related to Cooksey work product, excepting only when such actions, claims, damages, costs and attorneys' fees and related expenses result from information, graphics or text provided to Cooksey by the Client. At no time shall the Client have any control over or charge of Cooksey's services performed under this Agreement nor the means, methods, techniques, sequences or procedures utilized for said performance. Notwithstanding any other provision of this Agreement, this Agreement does not create a joint enterprise between the Client and Cooksey.

Client's Intellectual Property

Cooksey shall not use any of the Client's Intellectual Property, including but not limited to Client trademarks, trade dress, copyright, trade secrets or proprietary information, without the express

written permission of the Client. Granting a license to use in any one instance shall not be deemed to be a license in any other instance.

Miscellaneous

Authority to Execute Contract. The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties hereto, and each Party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

Default and Opportunity to Cure. A Party will be in default under this Agreement if that Party breaches any material term or condition of this Agreement and such breach remains uncured after forty-five (45) calendar days following receipt of written notice from the other Party referencing this Agreement (or, if the Party in breach has diligently and continuously attempted to cure following receipt of such written notice but reasonably requires more than forty-five (45) calendar days to cure, then such additional amount of time as is reasonably necessary to effect cure, as determined by both Parties mutually and in good faith). Upon a default, subject to the cure period described herein, the non-breaching Party will have all available rights and remedies under the law and equity. Notwithstanding the foregoing, Client shall be considered in default for failure to timely pay an invoice properly submitted to Client immediately upon such failure without a notice and cure period and Cooksey's sole remedy in such event shall be to seek specific performance of this Agreement as well as the late fees as provided herein.

Notice. All notices, demands or other communications required or provided hereunder shall be in writing and shall be deemed to have been given on the earlier to occur of actual receipt or three (3) days after the same are given by hand delivery or deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, addressed to the Parties at the addresses set forth below or at such other addresses as such Parties may designate by written notice to the other Parties in accordance with this notice provision.

If to the Client: Anna Community Development Corporation
 Attn: Economic Development Director
 P.O. Box 776
 Anna, TX 75409

If to Cooksey: Cooksey Communications
 5525 N. MacArthur Blvd., Suite 530
 Irving, Texas 75038

Complete Agreement. This Agreement embodies the entire Agreement between the Parties and cannot be varied or terminated except as set forth in this Agreement, or by written agreement of all Parties expressly amending the terms of this Agreement.

Applicable Law and Venue. This Agreement shall be performable and all compensation payable in Collin County, Texas. Venue and exclusive jurisdiction under this Agreement lies in a court of competent jurisdiction in Collin County, Texas.

Severability. If any clause, paragraph, section or portion of this Agreement shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Agreement shall remain in full force and effect and the unlawful provision shall be replaced with a provision as similar in terms and effect to such unlawful provision as may be valid, legal and enforceable.

Cooksey Communications Agreement for Anna Community Development Corporation, Jan. 2021

Representation. Each signatory representing this Agreement has been read by the party for which this Agreement is executed and that such Party has had an opportunity to confer with its legal counsel.

Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.

Waiver. Waiver by any Party or any breach of this Agreement, or the failure of any Party to enforce any of the provisions of this Agreement, at any time shall not in any way affect, limit or waive such Party's right thereafter to enforce and compel strict compliance of the Agreement.

Miscellaneous Drafting Provisions. This Agreement was drafted equally by the Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this document.

No Other Beneficiaries. This Agreement is for the sole and exclusive benefit of the Parties hereto and is not intended to and shall not confer any rights or benefits on any third party not a signatory hereto.

Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

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

Agreed to and Accepted by:

Anthony Richardson, President
Anna Community Development Corporation

Jason Meyer, Executive Vice President and Partner
Cooksey Communications, Inc.

Date _____

Strategic Communications Services Provided

The following report provides a summary of key strategic communications activities conducted by Cooksey Communications on behalf of Anna Community Development Corporation.

Jul. 2020 – Jan. 2021	HOURS	INVOICE
Phase I: Communications Assessment & Plan/Tagline	185.00	\$31,375
- Strategy Meetings/Administrative - Board Meetings/Presentation - Benchmarking the Anna CDC/Other Cities - Marketing Communications Plan Development - Final Plan Design and Delivery - Tagline/Logo Creation	15.00 20.00 40.00 65.00 25.00 20.00	
Phase II: Plan Implementation	82.00	\$14,000
- Board Meeting/Preparation - Digital Marketing/Ad Campaigns - Photography - Tagline/Logo Implementation - Press Releases - Earned Media - Website Improvements - Social Media Plan/Content Creation	5.00 10.00 8.00 15.00 10.00 15.00 5.00 14.00	
Total Hours of Contracted Service Provided	267.00	\$45,375
Total Hours per Contracted Amount	235.00	
Total of Hours Over Contracted Amount	32.00	
Additional Work	HOURS	INVOICE
Ad Campaign/ D CEO Ad	20.50	
Full Page Ad	16.25	
Total of Hours of Service Provided	303.75	\$51,637.50

PHASE I: COMMUNICATIONS ASSESSMENT & PLAN/TAGLINE

- **Strategy Meetings/ Administrative**
 - Participated in multiple update calls with Joey Grisham and Taylor Lough throughout Jul. 2020 to Jan. 2021
 - Created agendas for update calls, detailing our meeting objectives
 - Traveled to Anna to meet with Taylor Lough and Joey Grisham and discuss strategy on marketing plan
- **Board Meetings/Presentation**
 - Created and presented a PowerPoint for the EDC Board on Cooksey's marketing communications plan development
 - Presented the finished and designed communications plan to EDC Board, answering questions and collecting feedback from the Board
- **Benchmarking the Anna CDC/Other Cities**
 - Created and gathered a list of materials needed from the Anna CDC to conduct benchmarking
 - Audited the Anna CDC's materials and researched numerous additional materials
 - Researched multiple cities' EDCs/CDCs to find budgets and organizational charts
- **Marketing Communications Plan Development**
 - Wrote an interview guide with detailed questions for each of the conducted interviews
 - Set up discussions and interviewed numerous stakeholders and board members to collect feedback and use thoughts in proposed marketing plan
 - Prepared detailed plan for Anna CDC's marketing including a full audit, benchmarking, third-party feedback, recommendations and timeline
- **Final Plan Design and Delivery**
 - Designed and branded marketing communications plan for external use
 - Completed numerous edits on communications plan based on feedback and suggestions
- **Tagline/Logo Creation**
 - Filled out parts of initial creative briefs for tagline/logo creation
 - Researched, brainstormed and prepared multiple tagline/logo options

PHASE II: PLAN IMPLEMENTATION

- **Board Meeting/Preparation**
 - Presented taglines/logos/ad concepts to EDC Board, providing detailed explanations of each creative asset
- **Digital Marketing/Ad Campaigns**

- Discussed the Book of Lists with Joey Grisham, providing information from past experience and suggesting additional opportunities
- Edited the Texas Real Estate Economic Development Directory Listing for Taylor Lough, providing some further insight
- Negotiated and secured D CEO Real Estate Awards package, harnessing Cooksey's unique experience and relationships
- Discussed American Business Journal ad campaign program
- **Photography**
 - Traveled to Anna to meet with Taylor Lough and Joey Grisham and view opportunities for photography
 - Organized two photography estimates for photography opportunities in Anna
 - Participated in photoshoot in Anna with Gary Logan Photography
- **Tagline/Logo Implementation**
 - Revised and sent multiple versions of tagline/logo concepts
 - Sent multiple formats of approved logos for use
 - Began preparing brand guidelines for help on how and when to use the logos
- **Press Releases**
 - Rewrote City of Anna's press release on No.9 fastest-growing cities in North Texas
 - Wrote Anna CDC's press release on its refreshed branding
- **Earned Media**
 - Sent media list contacts to Taylor Lough for IEDC Award press release
 - Pitched and followed up about an exclusive Anna story with local publications including Dallas Business Journal and Dallas Morning News
 - Set up tour of Anna with Mayor Pike and DBJ's Bill Hethcock on Jan. 26
- **Website Improvements**
 - Audited website for glitches and improvements
 - Made logo updates to website
- **Social Media Plan/Content Creation**
 - Began preparing a detailed plan on Anna CDC's social media strategy with content calendar

AD CAMPAIGN/D CEO AD

- **Creation of ad campaign/creation of D CEO ad**
 - Met internally for creative discussion and brainstorming on ad campaigns
 - Created multiple ad campaign concepts and copy for review
 - Revised ad campaign concepts based on discussions

FULL PAGE AD

- **Creation of Ad**
 - Brainstormed, discussed and created full-page ad for RE Journals on a tight deadline



Item No. 14.

EDC/CDC Agenda
Staff Report

Meeting Date: 2/4/2021
Staff Contact:

AGENDA ITEM:
Director's Report

- a. Sales Tax Update
- b. Comprehensive Plan Update
- c. Strategic Plan Update
- d. New Commercial Projects

SUMMARY:

STAFF RECOMMENDATION:

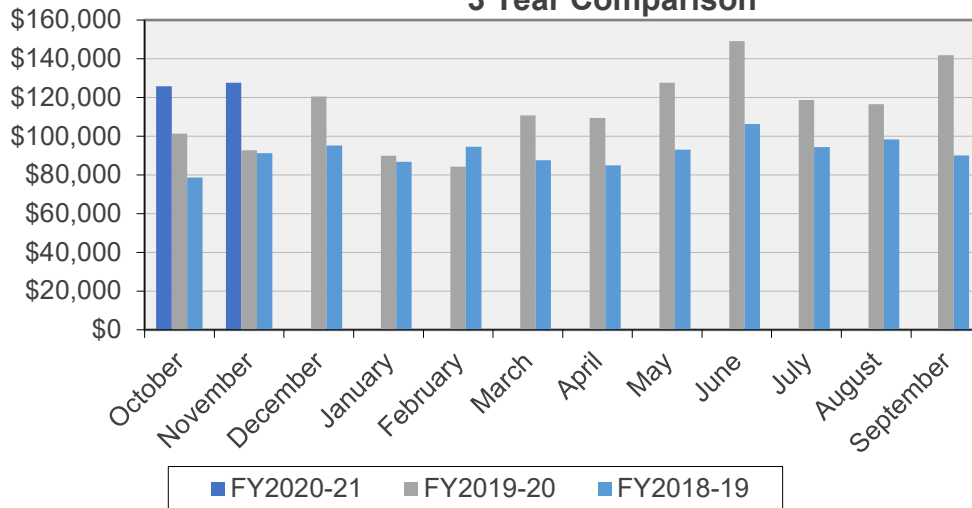
ATTACHMENTS:

1. CDC SALES TAX COLLECTIONS FY21
2. 2021 Monthly Sales Tax Report
3. Community Development Fund Period 3 December
4. Economic Development Period 3 December
5. Jan MONTHLY ED Strategic Plan Update (1)

CITY OF ANNA
COMMUNITY DEVELOPMENT CORPORATION
Schedule of Sales Tax Collections
For the month November 30, 2020

	2020-21 Collections Monthly	% Change from Prior Year	2019-20 Collections Monthly
October	\$ 125,795	24.1%	\$ 101,386
November	127,559	37.6%	92,706
December			120,549
January			89,943
February			84,243
March			110,697
April			109,442
May			127,634
June			149,111
July			118,676
August			116,524
September			141,879
	\$ 253,354		\$ 1,362,791

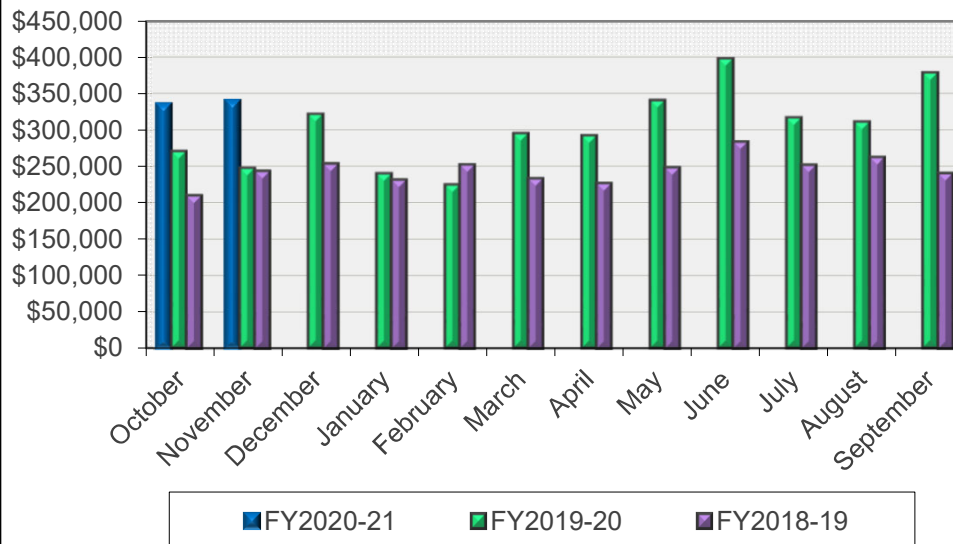
**ANNA COMMUNITY DEVELOPMENT CORP. Monthly
Sales Tax Collections:
3 Year Comparison**



CITY OF ANNA
Schedule of Sales Tax Collections
For the month November 30, 2020

	2020-21 Collections		% Change	2019-20 Collections	
	Monthly		from	Monthly	
			Prior Year		
October	\$	335,454	24.1%	\$	270,363
November		340,156	37.6%		247,215
December					321,464
January					239,848
February					224,649
March					295,191
April					291,845
May					340,358
June					397,630
July					316,470
August					310,731
September					378,344
	\$	675,610		\$	3,634,108
Budget:		3,505,000	19.3%		3,048,942

**Monthly Sales Tax Collections:
3 Year Comparison**



City of Anna
Statement of Revenue and Expenditures
Revised Budget

For the Fiscal Period 2021-3 Ending December 31, 2020

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Community Development Corporation					
Community Development Corporation					
Revenues					
89-825-5225 Sales Tax Revenue - General	0.00	0.00	1,300,000.00	0.00	100.00%
89-825-5329 Donations	0.00	0.00	0.00	0.00	0.00%
89-825-5499 Miscellaneous Revenue	0.00	0.00	0.00	0.00	0.00%
89-825-5530 Interest Revenue	0.00	0.00	11,140.00	1,091.21	90.20%
89-825-5800 Transfers In	0.00	0.00	0.00	0.00	0.00%
89-825-5840 Bond Proceeds	0.00	0.00	0.00	0.00	0.00%
Total Revenues	0.00	0.00	1,311,140.00	1,091.21	99.92%
Expenditures					
89-825-6101 Salaries	0.00	7,086.40	91,325.00	18,509.64	79.73%
89-825-6114 Payroll Taxes-City Part FICA	0.00	542.12	6,986.00	1,632.86	76.63%
89-825-6121 Health Insurance	0.00	97.42	9,927.00	292.26	97.06%
89-825-6125 TMRS Retirement	0.00	1,007.69	12,986.00	3,035.15	76.63%
89-825-6126 Unemployment	0.00	0.00	250.00	0.00	100.00%
89-825-6127 Worker's Compensation	0.00	0.00	411.00	184.54	55.10%
89-825-6129 Miscellaneous Payroll	0.00	0.00	100.00	0.00	100.00%
89-825-6208 Office Supplies	0.00	0.00	2,000.00	0.00	100.00%
89-825-6209 Other Supplies - Misc.	0.00	0.00	4,000.00	491.92	87.70%
89-825-6210 Clothing Supplies	0.00	0.00	1,000.00	0.00	100.00%
89-825-6212 Postage	0.00	0.00	100.00	0.00	100.00%
89-825-6299 IT Supplies	0.00	0.00	0.00	0.00	0.00%
89-825-6700 Economic Development Grant Expense	0.00	0.00	442,960.00	0.00	100.00%
89-825-6703 Contract Services	0.00	34,473.50	170,974.00	54,798.50	67.95%
89-825-6710 Travel/Training Expense	0.00	400.00	25,250.00	420.00	98.34%
89-825-6722 Insurance - Property & Liability	0.00	0.00	3,500.00	3,500.00	0.00%
89-825-6731 Public Notices - Advertising	0.00	0.00	250.00	0.00	100.00%
89-825-6735 Promotion Expense	0.00	6,175.00	93,000.00	6,272.50	93.26%
89-825-6753 Legal Expense	0.00	567.00	14,000.00	567.00	95.95%
89-825-6755 Audit Expense	0.00	0.00	6,000.00	850.00	85.83%
89-825-6756 Engineering	0.00	0.00	1,500.00	0.00	100.00%
89-825-6761 Dues, Publications & Licenses	0.00	0.00	4,670.00	7,518.09	(60.99%)
89-825-6783 Telecom	0.00	0.00	700.00	0.00	100.00%
89-825-6789 Debt-Service Principal	0.00	0.00	225,000.00	0.00	100.00%
89-825-6790 Interest Expense	0.00	0.00	104,251.00	0.00	100.00%
89-825-6795 Bond Fees	0.00	0.00	0.00	0.00	0.00%
89-825-6799 Other Services - Misc.	0.00	750.00	90,000.00	23,250.00	74.17%
89-825-6901 Construction in Progress	0.00	0.00	0.00	0.00	0.00%
89-825-6911 Machinery & Equipment	0.00	0.00	0.00	0.00	0.00%
89-825-6931 Land & Improvements	0.00	0.00	0.00	0.00	0.00%
89-825-8900 Other Financing Use - Debt Refundings	0.00	0.00	0.00	0.00	0.00%
89-825-9800 Transfers Out	0.00	0.00	0.00	0.00	0.00%
Total Expenditures	0.00	(51,099.13)	(1,311,140.00)	(121,322.46)	90.75%
Total Community Development Corporation	0.00	(51,099.13)	0.00	(120,231.25)	0.00%

City of Anna
Statement of Revenue and Expenditures
Revised Budget

For the Fiscal Period 2021-3 Ending December 31, 2020

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Total Community Development Corporation	0.00	(51,099.13)	0.00	(120,231.25)	0.00%

City of Anna
Statement of Revenue and Expenditures
Revised Budget

For the Fiscal Period 2021-3 Ending December 31, 2020

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
General Fund					
Economic Development Corporation					
Expenditures					
10-826-6101 Salaries	0.00	9,676.47	122,052.00	25,247.01	79.31%
10-826-6114 Payroll Taxes-City Part FICA	0.00	723.35	9,337.00	2,170.12	76.76%
10-826-6121 Health Insurance	0.00	845.35	9,927.00	2,536.05	74.45%
10-826-6125 TMRS Retirement	0.00	1,375.99	17,356.00	4,128.12	76.22%
10-826-6127 Worker's Compensation	0.00	0.00	549.00	246.51	55.10%
10-826-6129 Miscellaneous Payroll	0.00	0.00	350.00	0.00	100.00%
10-826-6299 IT Supplies	0.00	0.00	0.00	0.00	0.00%
10-826-6710 Travel/Training Expense	0.00	0.00	0.00	0.00	0.00%
10-826-6761 Dues, Publications & Licenses	0.00	0.00	0.00	0.00	0.00%
10-826-6783 Telecom	0.00	0.00	0.00	0.00	0.00%
10-826-6799 Other Services - Misc.	0.00	0.00	0.00	0.00	0.00%
Total Expenditures	0.00	(12,621.16)	(159,571.00)	(34,327.81)	78.49%
Total Economic Development Corporation	0.00	(12,621.16)	(159,571.00)	(34,327.81)	78.49%
Total General Fund	0.00	(12,621.16)	(159,571.00)	(34,327.81)	78.49%

City of Anna
Statement of Revenue and Expenditures
Revised Budget

For the Fiscal Period 2021-3 Ending December 31, 2020

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Economic Development Corporation					
Economic Development Corporation					
Expenditures					
90-826-6209 Other Supplies - Misc.	0.00	0.00	0.00	0.00	0.00%
90-826-6212 Postage	0.00	0.00	0.00	0.00	0.00%
90-826-6303 Maint. & Repair - Buildings	0.00	0.00	3,000.00	450.00	85.00%
90-826-6703 Contract Services	0.00	751.63	75,800.00	2,333.29	96.92%
90-826-6708 IT Support Services	0.00	0.00	750.00	0.00	100.00%
90-826-6722 Insurance - Property & Liability	0.00	0.00	1,050.00	1,050.00	0.00%
90-826-6735 Promotion Expense	0.00	0.00	0.00	0.00	0.00%
90-826-6753 Legal Expense	0.00	648.00	7,500.00	648.00	91.36%
90-826-6755 Audit Expense	0.00	0.00	5,000.00	850.00	83.00%
90-826-6780 Electricity	0.00	242.70	3,500.00	934.15	73.31%
90-826-6781 Gas - Natural/Propane	0.00	89.86	1,050.00	207.19	80.27%
90-826-6782 City Utilities Water/Sewer/Trash	0.00	0.00	0.00	0.00	0.00%
90-826-6783 Telecom	0.00	155.71	2,000.00	467.13	76.64%
90-826-6799 Other Services - Misc.	0.00	0.00	0.00	0.00	0.00%
90-826-6901 Construction in Progress	0.00	0.00	0.00	0.00	0.00%
90-826-6931 Land & Improvements	0.00	0.00	0.00	0.00	0.00%
90-826-9800 Transfers Out	0.00	0.00	0.00	0.00	0.00%
Total Expenditures	0.00	(1,887.90)	(99,650.00)	(6,939.76)	93.04%
Total Economic Development Corporation	0.00	(1,887.90)	(99,650.00)	(6,939.76)	93.04%
Total Economic Development Corporation	0.00	(1,887.90)	(99,650.00)	(6,939.76)	93.04%

Economic Development Strategic Plan Update: January 2021

- TEDC Economic Excellence Recognition
- Adopted refreshed logo and tagline
- Meeting and Tour with Dallas Business Journal
- Held Downtown Stakeholders Meeting



Measureables

January 2021



Real Estate Broker /
Developer Meetings: 10



Business Prospect
Meetings: 3



New LinkedIn Followers: 2
(320 total)



Newsletter Subscribers:
241 (13% increase)



Website Users: 646 (75%
increase)



Website Pageviews: 1,253
(56% increase)



Google Searches: 557
(717 business views)



New LinkedIn Followers: 2
(320 total)



Item No. 15.

EDC/CDC Agenda
Staff Report

Meeting Date: 2/4/2021
Staff Contact:

AGENDA ITEM:
Closed Session

- a. Deliberate regarding the purchase, exchange, lease or value of real property. (Tex. Gov't Code §551.072) possible property acquisition; possible land sale/purchase; Anna Business Park.
- b. Consult with legal counsel on matters in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Government Code (Tex. Gov't Code §551.071); Grant program; Lease agreement.
- c. Discuss or deliberate Economic Development Negotiations:
 - (1) To discuss or deliberate regarding commercial or financial information that the Board of Directors has received from a business prospect that the Board of Directors seeks to have locate, stay, or expand in or near the territory of the City of Anna and with which the Board is conducting economic development negotiations; or,
 - (2) To deliberate the offer of a financial or other incentive to a business prospect described by subdivision (1). (Tex. Gov't Code §551.087) Anna Business Park Property; potential retail and medical projects.

SUMMARY:

STAFF RECOMMENDATION:

ATTACHMENTS: