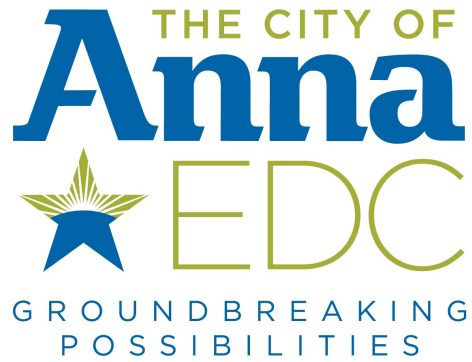
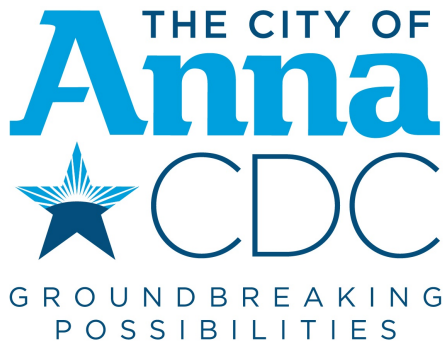




**MEETING AGENDA
ANNA COMMUNITY DEVELOPMENT CORPORATION
AND
ANNA ECONOMIC DEVELOPMENT CORPORATION**

Thursday, March 4, 2021 @ 6:00 PM

The EDC/CDC of the City of Anna will meet at 6:00 PM, on March 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. **Consider/Discuss/Act on approving minutes from the February 4, 2021 EDC Meeting. (EDC)**
5. **Consider/Discuss/Act on approving minutes from the February 4, 2021 CDC Meeting. (CDC)**
6. **Consider/Discuss/Act on a resolution amending the Economic Development Incentive Policy. (EDC)**
7. **Consider/Discuss/Act on a resolution amending the Economic Development Incentive Policy. (CDC)**
8. **Receive updates on the Anna Business Park.**
9. **Consider/Discuss/Act on a resolution approving a Professional Services Agreement for architectural and engineering services related to the Business Park. (EDC)**

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.

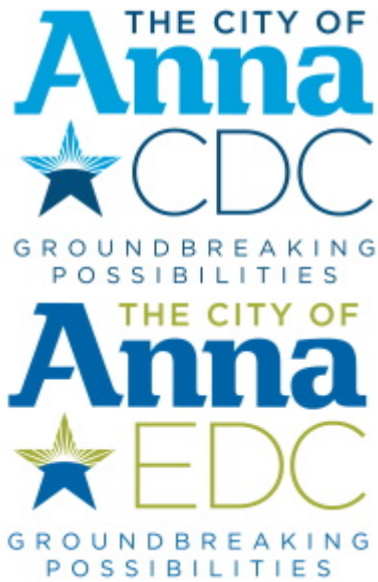
10. **Director's Report**
 - a. Sales Tax Update and Budget Report
 - b. Joint Meeting with P&Z Monday April 5th for Comprehensive Plan and Downtown Master Plan
 - c. Strategic Plan Update
 - d. New Commercial Projects
 - e. City Bond Election May 1
11. **Closed Session**
 - a. *Deliberate regarding 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.*
12. **Reconvene into open session and take any action on closed session items.**
13. **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.
14. **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 March 1, 2021

Joey Grisham, Director of Economic
Development

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



Item No. 4.

EDC/CDC Agenda
Staff Report

Meeting Date: 3/4/2021
Staff Contact:

AGENDA ITEM:

Consider/Discuss/Act on approving minutes from the February 4, 2021 EDC Meeting. (EDC)

SUMMARY:

STAFF RECOMMENDATION:

ATTACHMENTS:

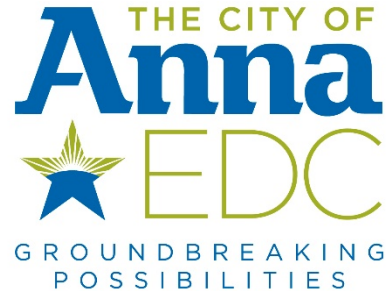
1. February 4 2021 CDC EDC Joint Meeting Minutes

Officers:

Anthony Richardson, President
Bruce Norwood, 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, February 4, 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, February 4, 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, Michelle Hawkins, Rocio Gonzalez, Bruce Norwood, Matthew Seago and Shane Williams **CDC and EDC Board Members Participating Remotely:** Doris Pierce **CDC and EDC Board Members Absent:** None **Others Present:** Councilmember Lee Miller, Councilmember Stan Carver, Joey Grisham (Economic Development Director), Taylor Lough (Economic Development Manager) **Others Participating Remotely:** Clark Miller (Legal), 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 6:00 p.m.

2. Invocation and Pledge.

Invocation and Pledge of Allegiance were led by Anthony Richardson.

3. Citizen Comments.

None.

4. Recognition of outgoing Board Vice President Stan Carver.

Anthony Richardson congratulated Stan Carver on his election to the City Council and thanked him for his service on the Board. Anthony Richardson also recognized new board member, Matthew Seago.

Officers:

Anthony Richardson, President
Bruce Norwood, Vice-President
Rocio Gonzalez, Secretary

Staff:

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

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

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

Anthony Richardson asked for nominations. He nominated Doris Pierce for Vice-President of both CDC and EDC. There was no second.

Rocio Gonzalez nominated Bruce Norwood as Vice-President of both the CDC and EDC. Shane Williams seconded the motion for Bruce Norwood. All were in favor with Bruce Norwood abstaining. Motion passed.

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

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

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

9. Receive a presentation from the Greater Anna Chamber of Commerce.

Kevin Hall, President/CEO of the Greater Anna Chamber of Commerce, provided a presentation of activities over the past year. In addition to providing members with COVID-19 assistance and information, the Chamber was able to organize several events including Business trick or treat, City Council candidate forums, fireworks and a drive through parade. The Chamber is also assisting Economic Development with the business retention and expansion program. Leadership Anna is a new program this spring and the golf tournament is scheduled for May 3rd. The annual banquet and legislative forum will be scheduled soon. Board members expressed their appreciation to the Chamber for all their work.

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

Anthony Richardson recognized Andrea Henry who explained that several job sites were shut down this year due to COVID-19. The company has won public projects for TxDOT and the City municipal complex, which do not generate sales tax. She has won two private projects that should help meet the sales tax requirement in 2021. Simply Floor It! has three full time employees which does meet the agreement with the 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)

Joey Grisham explained that the department began the marketing plan last fiscal year which resulted in unexpended promotional funds. Carrying forward funds will allow for the implementation of the marketing plan including print, social, and digital media. Anthony Richardson clarified that the CDC may carry forward budgeted, but unspent funds.

Michelle Hawkins made a motion on behalf of the CDC to adopt a resolution amending the 2020-2021 Fiscal Year Budget by carrying forward unexpended promotional funds in the amount of \$53,595.94. Rocio Gonzalez seconded the motion. All were in favor. Motion passed.

Officers:

Anthony Richardson, President
Bruce Norwood, Vice-President
Rocio Gonzalez, Secretary

Staff:

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

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)

Rocio Gonzalez made a motion on behalf of the EDC to adopt a resolution amending the 2020-2021 Fiscal Year Budget by carrying forward unexpended promotional funds in the amount of \$30,000. Michelle Hawkins seconded the motion. All were in favor. Motion passed.

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

Taylor Lough explained this item will allow for implementation of the marketing plan and that staff has been very impressed with the work of Cooksey Communications.

Rocio Gonzalez made a motion on behalf of the CDC to adopt a resolution authorizing 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. Anthony Richardson seconded the motion. All were in favor. Motion passed.

14. Director's Report

a. Sales Tax Update

Joey Grisham stated that sales tax collections continue to rapidly increase.

b. Comprehensive Plan Update

A joint meeting is planned for March and City Council is expected to review all three plans soon.

c. Strategic Plan Update

A January update is included in the packet.

d. New Commercial Projects

Panda Express is under construction. UPS Store is expected to open end of March. JuBa Pizza Bar is now open on the SW corner of 455 and U.S. 75. Freedom Carwash and Deep Roots Montessori are under construction. A groundbreaking may be held this summer for the medical office building. A ribbon cutting is planned for the North Texas surgery center once they receive approval for Medicaid and Medicare.

15. 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.

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

Officers:

Anthony Richardson, President
Bruce Norwood, Vice-President
Rocio Gonzalez, Secretary

Staff:

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

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.

Bruce Norwood made a motion to enter closed session. Shane Williams seconded the motion. All were in favor. Motion passed. The CDC moved into closed session at 6:35 p.m.

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

Michelle Hawkins 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 7:30 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.

The City Council will meet on Tuesday.

13. Adjourn.

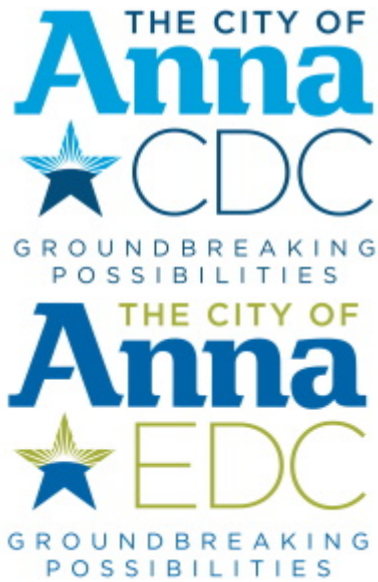
Shane Williams made a motion to adjourn the meeting at 7:48 pm. Anthony Richardson seconded the motion. All were in favor. Motion passed.

APPROVED:

Anthony Richardson
President of CDC/EDC

ATTESTED:

Rocio Gonzalez
Secretary of CDC/EDC



Item No. 5.

EDC/CDC Agenda
Staff Report

Meeting Date: 3/4/2021
Staff Contact:

AGENDA ITEM:

Consider/Discuss/Act on approving minutes from the February 4, 2021 CDC Meeting. (CDC)

SUMMARY:

STAFF RECOMMENDATION:

ATTACHMENTS:

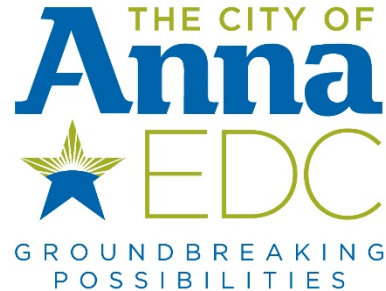
1. February 4 2021 CDC EDC Joint Meeting Minutes

Officers:

Anthony Richardson, President
Bruce Norwood, 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, February 4, 2021 at 6:00 pm

Anna City Hall, Council Chambers

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CDC and EDC Board Members Present: Anthony Richardson, Michelle Hawkins, Rocio Gonzalez, Bruce Norwood, Matthew Seago and Shane Williams **CDC and EDC Board Members Participating Remotely:** Doris Pierce **CDC and EDC Board Members Absent:** None **Others Present:** Councilmember Lee Miller, Councilmember Stan Carver, Joey Grisham (Economic Development Director), Taylor Lough (Economic Development Manager) **Others Participating Remotely:** Clark Miller (Legal), 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 6:00 p.m.

2. Invocation and Pledge.

Invocation and Pledge of Allegiance were led by Anthony Richardson.

3. Citizen Comments.

None.

4. Recognition of outgoing Board Vice President Stan Carver.

Anthony Richardson congratulated Stan Carver on his election to the City Council and thanked him for his service on the Board. Anthony Richardson also recognized new board member, Matthew Seago.

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Anthony Richardson, President
Bruce Norwood, Vice-President
Rocio Gonzalez, Secretary

Staff:

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

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

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Anthony Richardson asked for nominations. He nominated Doris Pierce for Vice-President of both CDC and EDC. There was no second.

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Officers:

Anthony Richardson, President
Bruce Norwood, Vice-President
Rocio Gonzalez, Secretary

Staff:

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

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14. Director's Report

a. Sales Tax Update

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b. Comprehensive Plan Update

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c. Strategic Plan Update

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d. New Commercial Projects

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15. 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.

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

Officers:

Anthony Richardson, President
Bruce Norwood, Vice-President
Rocio Gonzalez, Secretary

Staff:

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

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.

Bruce Norwood made a motion to enter closed session. Shane Williams seconded the motion. All were in favor. Motion passed. The CDC moved into closed session at 6:35 p.m.

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

Michelle Hawkins 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 7:30 p.m.

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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.

The City Council will meet on Tuesday.

13. Adjourn.

Shane Williams made a motion to adjourn the meeting at 7:48 pm. Anthony Richardson 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. 6.

EDC/CDC Agenda
Staff Report

Meeting Date: 3/4/2021
Staff Contact:

AGENDA ITEM:

Consider/Discuss/Act on a resolution amending the Economic Development Incentive Policy. (EDC)

SUMMARY:

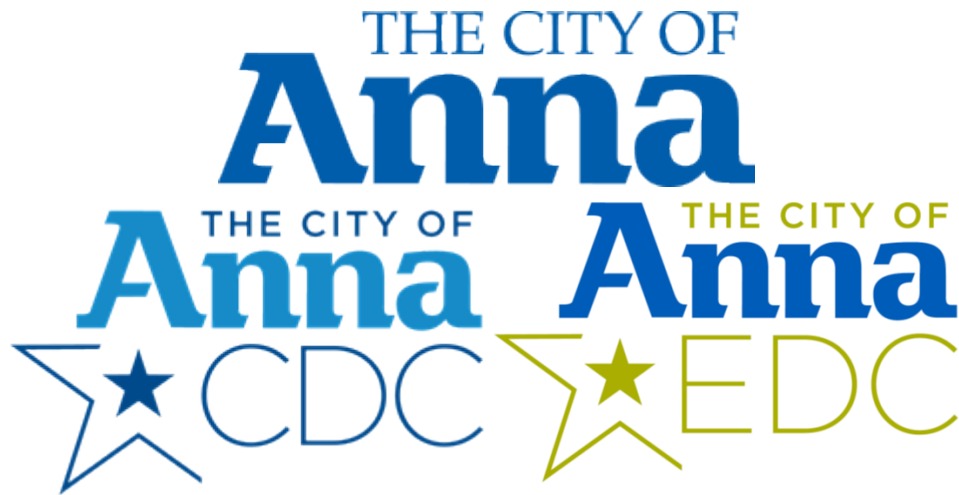
After further review and discussions with EDC/CDC attorney Clark McCoy, staff is recommending some amendments to the Incentive Policy. The amendments deal with disclosure of information including background and potential conflicts of interest.

STAFF RECOMMENDATION:

On behalf of the EDC, I make a motion approving a resolution adopting amendments to the Economic Development Incentive Policy.

ATTACHMENTS:

1. Exhibit A-- Incentives Policy edit C03029D20210222CR1 redline
2. City of Anna Incentive Self-Disclosure Statement C03029D20210222CR1
3. EDC Incentive Policy Resolution



Economic Development Incentives Policy

The City of Anna, Texas, (City), in partnership with the Anna Community Development Corporation (CDC) and the Anna Economic Development Corporation (EDC), is committed to the promotion and retention of high quality development that increases economic diversity and sustainability, creates jobs, and provides value to the community. The City considers incentives based on the merit of each project and in accordance with the criteria outlined in this document, the City of Anna Economic Development Strategic Plan, and the City of Anna Strategic Plan. All recipients that are awarded incentives must meet or exceed the criteria and performance standards outlined below and enter into a performance agreement with the City, CDC, and/or EDC. Nothing in this policy shall imply or suggest that the City, CDC, or EDC are under any obligation to provide an incentive to any applicant. All applications are considered on a case-by-case basis.

City of Anna Strategic Plan Goal 1: Growing Anna Economy

Objectives:

1. Maintain and enhance an effective economic development organization that markets Anna, finds prospects, and closes the deal
2. Expand the commercial tax base
3. Provide more jobs for neighbors
4. Develop parcels along U.S. 75 with viable businesses
5. Have a built-out Business Park
6. Have expanded medical and healthcare services, including Clinic and Outpatient Surgical Center(s)
7. Expand retail, restaurant and entertainment businesses

Anna Economic Development Vision

Anna has created a balanced and sustainable tax base that invites high quality jobs and facilitates, excellent quality of life with well-maintained and first-rate infrastructure, and offers a wide range of housing and public facilities that build community identity and pride and engage neighbors in meaningful ways.

Economic Development Corporation (EDC) & Community Development Corporation (CDC)

The City has both a Type A and Type B Economic and Community Development Corporation as set up by the Texas Development Corporation Act of 1979. The Type A sales tax is primarily intended for manufacturing and industrial development. EDCs may use Type A revenues may fund land, buildings, equipment, facilities expenditures, targeted infrastructure and improvements for projects and job creation. The Type B sales tax may be used for any project eligible under Type A rules and several other project types, including quality of life improvements. Type B corporations may pay for land, buildings, equipment, facilities, targeted infrastructure and improvements. Type B corporations created by cities with a population of 20,000 or less and those classified as landlocked communities may use sales tax revenue to fund projects that promote new or expanded business development that do not create or retain primary jobs.

Project Criteria

Eligible projects must provide a return on investment (ROI) and benefit for public funds provided. ROI may be determined through an analysis of:

- Total capital investment and resulting taxable value generating annual increases of property tax revenue
- The number and type of jobs to be created
- Estimated ability to generate direct and/or indirect sales tax revenue
- Estimated ability to generate future overnight stays that result in future direct hotel occupancy fund revenue and indirect revenue associated with visitors

Recommendations for incentives are based on the evaluation of the following:

- Fiscal Impact
 - What is the estimated total value of capital investment for buildings, other real property improvements and furniture, fixtures, and equipment?
 - What is the total projected annual operating budget of the facility?
 - What is the value of real and business personal property that will be added to the tax rolls?
 - How much direct sales tax will be generated?
 - How much infrastructure construction be required?
 - What is the estimated return on public investment?
- Employment Impact
 - How many permanent jobs will be brought to Anna?
 - How many jobs will be retained?
 - What types of jobs will be created?
 - What will the total annual payroll be?
 - What is the average annual salary of jobs created and/or retained?
- Community Impact
 - How compatible is the project with the City's Comprehensive Plan and Economic Development Strategic Plan goals?
 - How does the project support quality of life benefits such as preservation of open space and development enhancements?
 - What effect would the project have on the local housing market?
 - What environmental impact, if any, will be created by the project?
 - What effect would the project have on other taxing entities?

Targeted Priorities

The City may consider providing incentives for projects that further the City's strategic plans.

- Job Creation – The City may consider an incentive for the creation and maintenance of jobs by offering a grant payment for companies that create or relocate a minimum of 25 full-time jobs within the City. The company must maintain the number of jobs created and/or relocated for at least a 5-year period to receive the total grant payment. Each job eligible for grant payment must pay at least 100% of the average annual wage for Collin County, as determined by the United States Dept. of Labor, Bureau of Labor Statistics.
- Downtown – The City may consider incentives for projects within or immediately surrounding the City's downtown that advance the goals of the Downtown Master Plan. Incentives may include grants or reimbursement for improvements to new or existing buildings, pedestrian corridors, façades, murals or public art, iconic signage and/or lighting.
- Niche / Specialty Retail, Entertainment, Restaurant – The City may consider providing incentives to “destination” retailers or restaurants that have the capability to attract customers from outside the area, serve as a catalyst for other development in the area, and/or provide new and different shopping, dining, or entertainment experiences.
- Office – The City may consider providing incentives for corporate headquarters and/or regional offices as well as multi-tenant offices for professional services (accountants, engineers, architects, medical, information technology, lawyers, advertising and media, management consulting, financial, insurance, wealth management, actuary, etc.).
- Distribution and Logistics – The City may consider providing incentives to support the supply chain of existing primary employers and better serve current and future neighbors.
- Advanced and Light Manufacturing – The City may consider providing incentives for corporate headquarters and/or regional service locations.
- Medical / Healthcare – The City may consider providing incentives to provide additional medical and healthcare related businesses to support the existing and better serve current and future neighbors.
- Data Centers – The City may consider providing incentives for projects including data centers to support current and future businesses.

List of Available Incentives

The following may be offered by the City, CDC, and/or EDC for economic development projects that meet eligibility criteria. Not all tools are available for each project and any incentive is at the discretion of the Anna City Council and/or CDC and EDC Board. Investment from the City does not preclude other state, county or local incentives.

- Chapter 380 Agreements – Authorized under Chapter 380 of the Texas Local Government Code, this agreement between the taxpayer and taxing entity offers a variety of fee-based or tax-based incentives, including grants, loans, or rebates to promote local economic development and stimulate business and commercial activity.
- Economic Development Grants – The City has both Type A and Type B sales tax corporations. Funds may be available to finance qualified projects as determined by the Boards of the EDC and/or CDC.
- Fee Reductions / Waivers – The City may consider decreasing or waiving certain development fees on eligible projects.

- Triple Freeport Tax Exemption – The City, Anna Independent School District, and Collin County all allow freeport exemption on certain types of tangible personal property (i.e. inventory, etc.) from ad valorem property taxation provided the property is:
 - Acquired in or imported into Texas to be forwarded out of the state.
 - Detained in Texas for assembling, storing, manufacturing, processing, or fabricating purposes by the entity acquiring or importing it.
 - Transported out of state within 175 days after the date acquired or imported it into Texas.
 - Applications for freeport exemptions must be filed with the Collin County Appraisal District.
- Infrastructure Assistance – The City may facilitate development through enhancement of water, sewer, and/or roadway infrastructure relevant to sites selected for significant projects as needed.
- Modification of Development Regulations / Standards – The City may provide provisions for modifying development standards or regulations for unique developments that support major new tax benefits for the City or incorporates construction or design features that far exceed the City's regulations.
- Property Tax Rebates / Abatements – Authorized by Chapter 312 of the Texas Property Tax Code, the City may exempt all or a portion of the increase in the value of real and/or business personal property from taxation. A cost benefit analysis will be performed to determine the feasibility of the project as well as the percentage and terms of abatement. All abatements are subject to final approval of the City Council.
- Public Improvement Districts (PID) – Authorized by Chapter 372 of the Texas Local Government Code, the City may finance the cost of qualified improvements within a defined area. Applications for a PID must be made separately from other incentives. Please refer to the City of Anna Public Improvement District Policy.
- Tax Increment Reinvestment Zone (TIRZ) – Authorized by Chapter 311 of the Texas Tax Code, the City may use tax increment financing to enter into economic development and infrastructure reimbursement agreements to pay for improvements. The TIRZ, whether City-initiated or petitioned by the property owners, sets up a geographic boundary that can be used develop raw land and proactively address decline or deterioration. Note: The creation of a TIRZ may specify how tax revenue is allocated or spent, but does not in any way impact the tax rate as TIRZs have no taxing or assessment powers.

Statement on Tax Abatement

The Property Development and Tax Abatement Act, Chapter 312, Texas Tax Code, allows the City to establish its own criteria for tax abatements. Tax abatements may be offered in two categories: 1) real property and/or 2) business personal property.

Real property abatements will be offered to applicants that pursue the construction of new or expanded facilities in which to house the applicable project. The abatement will apply to the assessed value of improvements made.

Business personal property abatements will be offered to applications that pursue the purchase or long-term lease of existing facilities. The abatement will apply to the assessed value of new personal property brought into the taxing jurisdiction. Assessed value shall mean the taxable value of real property improvements and business personal property as determined by the county appraisal district in which the property is located.

Value of Incentives

The subject criteria outlined herein will be used in determining whether it is in the best interest of the City, CDC and EDC to provide incentives. Specific considerations include how the individual project furthers the goals and objectives of the community and the impact of the project. The public benefit or amount of revenue realized by the City and attributable to the project must equal or exceed the value of any incentives granted under the application.

Eligible Activities

Incentive funds may be used for one or more of the following to assist development or redevelopment:

- Capital investment related to real property construction and acquisition
- Improvements to an existing building
- Infrastructure
- Site enhancements such as upgraded aesthetics or amenities
- Other purposes which bring value to the community as determined by the Anna City Council, EDC and CDC

Exclusionary Factors

While a project may meet all minimum project qualifications, it will not be considered for public investment if any of the following factors apply:

- The project would, for any reason, result in a net reduction of the ad valorem tax valuation of facilities in the City owned by the company, or its parent, subsidiary or affiliated companies
- The company is not in good legal or financial standing with the State of Texas (or other state if not formed in Texas), Collin County, or City
- The company is not registered to do business in Texas as evidenced by the records of the Texas Secretary of State
- The financial condition of the company is such that the ability of the company to meet its obligations is uncertain

Public Information

While Section 522.131 of the Texas Government Code (Public Information Act) makes information related to economic development negotiations between the City and business prospect confidential, any information provided by an applicant may be subject to release to the public pursuant to the Act.

It is the responsibility of the applicant to clearly identify proprietary or confidential information it wishes to protect from release. According to Section 312.003 of the Texas Tax Code, part of an application that describes the specific process or business activities to be conducted or equipment or other property is not subject to public disclosure until the incentive agreement is executed.

The City will make reasonable attempts to notify the applicant if a request is made for information that is indicated as confidential so that the applicant may assert its rights to be withheld from release to the Texas Attorney General.

Application

The first step for any applicant is to submit an application and include information detailing the criteria outlined above. For the application to be complete, the applicant shall prepare a map or other documents that show the precise location of the property. The map or other documents should show the existing uses and conditions of real property, proposed improvements and uses, and proposed zoning changes if applicable. Additional documentation should also show compatibility with the City of Anna 2035 Comprehensive Plan and applicable building codes and City ordinances. An application for financial or other incentives shall not be considered an application for a permit under Chapter 245 of the Texas Local Government Code.

Applications are submitted through a third-party software program and can be found online at <https://opportunityannatx.com/the-edc-cdc/>.

Application Review Procedural Guidelines

- All information in the application package will be reviewed for completeness and accuracy.
- The City, EDC and CDC will not enter into an incentive agreement with any business entity unless, in accordance with ~~Section 2252.908~~ of the Texas Government Code and rules adopted by the Texas Ethics Commission, a disclosure of interested parties is submitted. (Referenced: Form 1295) <https://www.ethics.state.tx.us/filinginfo/1295/>
- The attached disclosure form is required to be executed before a notary and submitted before any incentives will be considered.
- The City's Economic Development Department will review the application with the City Manager and appropriate City departments for internal review and comments. Additional information may be requested as needed.
- The Anna Community Development Corporation (CDC) Board and Anna Economic Development Corporation (EDC) may serve as an advisory body which make recommendations to the City Council regarding whether economic development incentives should be offered in each individual case. The CDC and/or EDC Board may also provide incentives using CDC/EDC funds when appropriate. All meetings of the CDC/EDC Board shall be held in compliance with the Texas Open Meetings Act, Chapter 551 of the Texas Government Code. Additional information may be requested as needed.
- The CDC/EDC Board may consider adoption of a resolution approving the terms and conditions of a contract between the CDC/EDC and the applicant.
- If the City Council decides to grant a tax abatement, it shall call a public hearing to consider establishment of a tax reinvestment zone in accordance with Section 312.201 of the Tax Code. This does not preclude the City from entering into a Chapter 380 agreement that may have incentives similar to those derived by tax abatement.
- The City Council may consider adoption of an ordinance or resolution approving the terms and conditions of a contract between the City and the applicant governing the provision of the tax abatement or incentive and the commitments of the applicant, including all terms required by Section 312.205 of the Tax Code and other terms and conditions as the City Council may require
- The City reserves the authority to enter into tax abatement agreements at differing percentages and/or terms, consistent with the requirements of the Texas Tax Code. The City also reserves the authority to enter into incentives agreements under Chapter 380 of the Texas Local Government Code.

Comment [CMI]: Just FYI, the 1295 form is not legally required for contracts with the development corporations. It may not hurt to leave this as a means of avoiding appearances of conflicts for the EDC and CDC.

- Those receiving incentives will be required to enter into a performance agreement. Projects that do not meet performance measures are subject to recapture of all or a portion of the incentive value.

**CITY OF ANNA, TEXAS
INCENTIVE POLICY
SELF-DISCLOSURE STATEMENT**

It is the intention of the City of Anna, Anna EDC, and/or Anna CDC (collectively, the “City”) to conduct certain due diligence as it continues negotiations with _____ (“Developer”) relating to possible incentives to be provided by the City to such person or entity for economic or community development purposes (the “Project”). Please answer each of the following questions completely, thoroughly, and truthfully, to the best of your knowledge:

1. Who are the principals and key personnel involved in the Project? Please provide the Developer’s (1) complete legal name, (2) date of birth, (3) home address (primary residence), and (4) social security number for each of its principals, management, partners, and affiliates of each entity involved with or affiliated with Developer in seeking the Project (NOTE: *For the purposes of this questionnaire, the term “Developer” also includes: (1) the landowners that are the subject of item 5, below; and (2) _____ (LIST OTHER AFFILIATED PARTIES)..*

2. Please describe the role that each Developer entity/principal/management/partner/affiliate referenced above has or will have in the Project.

3. Have any of the Developer entities/principals/management/partners/affiliates referenced above previously been involved in developing projects similar to the Project? If so, list each such project and each jurisdiction (City or County) where this has occurred.

4. Are there any conflicts of interest amongst the Developer entities/principals/management/partners/affiliates or between any of them and the City or their respective officers, officials, employees, representative, or agents, with respect to the development involving the Developer, affiliates of the Developer, or principals of the Developer? If yes, please describe.

5. Please list all landowners of the property or buildings proposed to comprise the Project. Are there plans to transfer any land in the Project? If so, to what persons/entities and when will the transaction(s) occur.

6. Has the Developer or landowner(s), or principal or person or entity owning an interest in the Developer or landowner(s), or any affiliate of the Developer or landowner(s):

a. Been charged or convicted of a felony or misdemeanor or otherwise been subject to an investigation, inquiry, or order by the SEC, the IRS, or any other federal or state agency?

YES ___ NO ___ [If YES, provide information.]

b. Been delinquent or in default on any loans, lines of credit or other obligation related to the development of other projects, including without limitation the payment of assessments securing bonds issued by a public improvement district or a similar issuer?

YES ___ NO ___ [If YES, provide information.]

c. Been in default in connection with any incentive agreement, development agreement, subdivision improvement agreement, capital improvements agreement, completion guarantee/agreement, take-down agreement, or similar agreement related to the development of real property or any other project?

YES ___ NO ___ [If YES, provide information.]

d. Been a party to a lawsuit in which it was alleged that they or another party were in default or otherwise breached any incentive agreement, development agreement, subdivision improvement agreement, capital improvements agreement, completion guarantee/agreement, take-down agreement, or similar agreement related to the development of real property or any other project?

YES ___ NO ___ [If YES, provide information.]

e. Filed for bankruptcy, an assignment for the benefit of creditors, been declared bankrupt or insolvent under either a state or federal proceeding?

YES ___ NO ___

If YES, specify date and location of court where bankruptcy or other action took place.

f. Been the party to any lawsuit or claim regarding any project or related property?

YES ___ NO ___

If YES, please attach a copy of the complaint/petition, or if unavailable, please list the court in which the action is pending and the case number, or if the claim or

action has not yet been filed please attach all documents summarizing the claim or action.

7. Is there any other material litigation, threatened or actual, affecting the Developer whether or not related to the Project?

YES ____ NO ____

If YES, please attach a copy of the complaint/petition, demand/threat and/or the court in which the action is pending and the case number, or if the claim or action has not yet been filed please attach all documents summarizing the claim or action.

8. Are there any other foreseeable circumstances not described above that could prevent or significantly delay, hinder or negatively affect the proposed development of the Project?

YES ____ NO ____ [If YES, please explain.]

9. Have either landowner(s) or the Developer ever failed to pay any portion of property taxes or assessments on time, contested any property taxes or assessments or refused or been unable to pay any property taxes or assessments?

YES ____ NO ____ [If YES, please explain.]

10. Please provide any other information and/or documentation that may be considered material to the Project, or the Developer, its affiliates or principals, necessary to provide potential investors with a full understanding of the Project, the proposed financing and the Developer's creditworthiness.

Provide a list of other projects developed by the Developer.

Provide notarized signature page below for each person identified in Question 1 above.

11. If an entity enters into an agreement with the City regarding the Project or property therein it is highly likely that a Form 1295 with need to be filed with the Texas Ethics Commission in accordance with Texas Gov't Code § 2252.908 "Disclosure of Interested Parties". Please provide the City with all of the information that would be required to fill out the attached Form 1295 (other than actual signatures) and submit to the City as part of this due diligence inquiry.

I, the undersigned, hereby solemnly swear that the information contained in the above self-disclosure statement is complete and correct to the best of my knowledge. I hereby authorize the City of Anna, Texas and its designated agents, attorneys and representatives to conduct a comprehensive review of my background, causing a consumer report and/or an investigative consumer report to be generated for each person identified in Question 1 above. I understand that the scope of the consumer report/investigative consumer report may include, but is not limited to the following areas: verification of social security number; current and previous residences; employment history; education background; character references; civil and criminal history records from any criminal justice agency in any or all federal, state, county jurisdictions; driving records;

birth records; and any other public records.

I further authorize any individual, company, firm, corporation, or public agency (including the Social Security Administration and law enforcement agencies) to divulge any and all information, verbal or written, pertaining to me, to the City of Anna, Texas or its agents or attorneys. I further authorize the complete release of any records or data pertaining to me which the individual, company, firm, corporation, or public agency may have, to include information or data received from other sources.

I hereby release the City of Anna, Texas, the Social Security Administration, and its agents, officials, representative, or assigned agencies, including officers, employees, attorneys, or related personnel both individually and collectively, from any and all liability for damages of whatever kind, which may, at any time result to me, my heirs, family, or associates because of compliance with this authorization and request to release.

DEVELOPER:

By: _____

Name:

Title:

STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me, on the ____ day of _____, 20____, by _____, _____ of _____, a _____, on behalf of said _____.

Notary Public in and for the State of Texas

[SEAL]

Business Entity: Disclosure of Interested Parties Texas Government Code § 2252.908, as Amended

In accordance with Section 2252.908 of the Texas Government Code, the City of Anna may not enter into a contract with a business entity that requires the approval of the City Council until that business entity files a Form 1295 with the Texas Ethics Commission through the Texas Ethics Commission's online reporting and then files the completed, signed, and notarized Form 1295 with the City Secretary of the City of Anna.

Section 2252.908 of the Government Code was enacted by the Texas Legislature in 2015 by House bill 1295. Section 2252.908 was amended in 2017. Regulatory provisions were also adopted and have been subsequently amended. This summary explanation pertains to the statutory and regulatory provisions as amended, with the latest amendments effective January 1, 2018. Under this law, any business entity that enters into a contract with the City that requires the approval of the City Council must disclose its interested parties through the "Certificate of Interested Parties", Form 1295, promulgated by the Texas Ethics Commission, unless the business entity is exempted from this reporting requirement (for example, as amended, publicly traded business entities are exempt).

The completed and signed Form 1295 must be submitted to the City Secretary prior to the execution of the contract. However, if the business entity believes that it is exempted from this reporting requirement, then it must provide a written affirmation of its exemption, stating how it qualifies for an exemption, to the City Secretary.

The Texas Ethics Commission remains charged with adopting rules to implement Section 2252.908 of the Government Code. The rules adopted by the Texas Ethics Commission are located at Sections 46.1, 46.3, 46.4, and 46.5 of Title 1 of the Texas Administrative Code.

The Texas Ethics Commission's website is: www.ethics.state.tx.us. The area of their website pertaining to Form 1295 is: www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

Each business entity must visit the Texas Ethics Commission website, since **Form 1295 must be completed electronically through the Texas Ethics Commission website** (handwritten forms are not allowable).

Once the business entity has completed their electronic filing of Form 1295 with the Texas Ethics Commission, then the business entity must print out the form, and complete and sign the declaration. The declaration must be signed by an authorized agent of the business entity. This declaration replaces the previous notary requirement. The declaration requires the Declarant (who must be an authorized agent of the business entity) to provide the Declarant's date of birth. The Texas Ethics Commission has advised that it will not show the Declarant's date of birth in the copies of Form 1295 available through its website.

Once Form 1295 is completed and the declaration completed and signed, the business entity must submit the completed and signed Form 1295 to the City Secretary. Please mail or deliver the completed and signed Form 1295 to the following:

City Secretary
City of Anna
P.O. Box 776
Anna, Texas 75409

The above process must be completed before the City Council may execute the contract. No portion of the Form 1295 process commits the Council to any type of award of contract whatsoever.

After the City Secretary receives the completed and signed Form 1295, the Office of the City Secretary will, within 30 days, go the Texas Ethics Commission website to submit electronic confirmation of the City's receipt of the completed and signed Form 1295.

The City Secretary's Office hopes this summary information is helpful. This summary explanation is not exhaustive, and all business entities are encouraged to visit the Texas Ethics Commission website, which contains Frequently Asked Questions, instructional videos, and much more information on the Form 1295, Certificate of Interested Parties requirements and/or to consult with their own counsel.

See following pages for an Example Form and the Statutory Provision

CERTIFICATE OF INTERESTED PARTIES **EXAMPLE ONLY** FORM **1295**

OFFICE USE ONLY

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

[Fill in the requested business entity information]

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Anna, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

[Fill in contract number]

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
See Section 2252.908 of the Texas Government Code, Sections 46.1, 46.3, 46.4, and 46.5 of Title 1 of the Commission website, Texas Administrative Code, and the Texas Ethics			

5 ☐ Check only if there is **NO** Interested Party. ☒ Check this box if it is applicable

6 UNSWORN DECLARATION

My name is Name of Declarant

and my date of birth is Declarant's date of birth

My address is Street number and name City State Zip Country
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____

(list county and state where executed and date of execution) (month) (year)

Signature of Declarant

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Tex. Gov't Code § 2252.908, as amended, effective September 1, 2017

(a) In this section:

- (1) "Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation.
- (2) "Governmental entity" means a municipality, county, public school district, or special-purpose district or authority.
- (3) "Interested party" means a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts or who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity.
- (4) "State agency" means a board, commission, office, department, or other agency in the executive, judicial, or legislative branch of state government. The term includes an institution of higher education as defined by Section 61.003, Education Code.

(b) This section applies only to a contract of a governmental entity or state agency that:

- (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed; or
- (2) has a value of at least \$1 million.

(c) Notwithstanding Subsection (b), this section does not apply to:

- (1) a sponsored research contract of an institution of higher education;
- (2) an interagency contract of a state agency or an institution of higher education; or
- (3) a contract related to health and human services if:
 - (A) the value of the contract cannot be determined at the time the contract is executed; and
 - (B) any qualified vendor is eligible for the contract;
- (4) a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;
- (5) a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code; or
- (6) a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.

(d) A governmental entity or state agency may not enter into a contract described by Subsection (b) with a business entity unless the business entity, in accordance with this section and rules adopted under this section, submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

(e) The disclosure of interested parties must be submitted on a form prescribed by the Texas Ethics Commission that includes:

- (1) a list of each interested party for the contract of which the contracting business entity is aware; and
- (2) a written, unsworn declaration subscribed by the authorized agent of the contracting business entity as true under penalty of perjury that is in substantially the following form:

"My name is _____, my date of birth is _____, and
my address is _____,
_____, _____, (Street) (City) (State) (Zip Code) _____

_____. I declare under penalty of (Country) perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the
_____ day of _____, _____.
(Month) (Year)

Declarant”.

- (f) Not later than the 30th day after the date the governmental entity or state agency receives a disclosure of interested parties required under this section, the governmental entity or state agency shall submit a copy of the disclosure to the Texas Ethics Commission.
- (g) The Texas Ethics Commission shall adopt rules necessary to implement this section, prescribe the disclosure of interested parties form, and post a copy of the form on the commission’s Internet website.

ANNA ECONOMIC DEVELOPMENT CORPORATION

RESOLUTION NO. _____

**A RESOLUTION OF THE ANNA ECONOMIC DEVELOPMENT CORPORATION
AMENDING THE ECONOMIC DEVELOPMENT INCENTIVE POLICY TO PROMOTE
ECONOMIC DEVELOPMENT AND STIMULATE BUSINESS AND COMMERCIAL
ACTIVITY IN THE CITY OF ANNA**

WHEREAS, the EDC Board adopted the Economic Development Incentive Policy at a regular meeting on October 1, 2020 that was subsequently adopted by the Anna City Council on December 8, 2020, and

WHEREAS, after further review and consideration, the EDC wishes to amend the policy;

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

Section 1. Recitals Incorporated

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

Section 2. Approval of Amendments

The Anna Economic Development Corporation hereby approves amendments to the Economic Development Incentive Policy attached hereto as Exhibit A.

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

APPROVED:

ATTEST:

Anthony Richardson, EDC President

Rocio Gonzalez, EDC Secretary



Item No. 7.

EDC/CDC Agenda
Staff Report

Meeting Date: 3/4/2021
Staff Contact:

AGENDA ITEM:

Consider/Discuss/Act on a resolution amending the Economic Development Incentive Policy. (CDC)

SUMMARY:

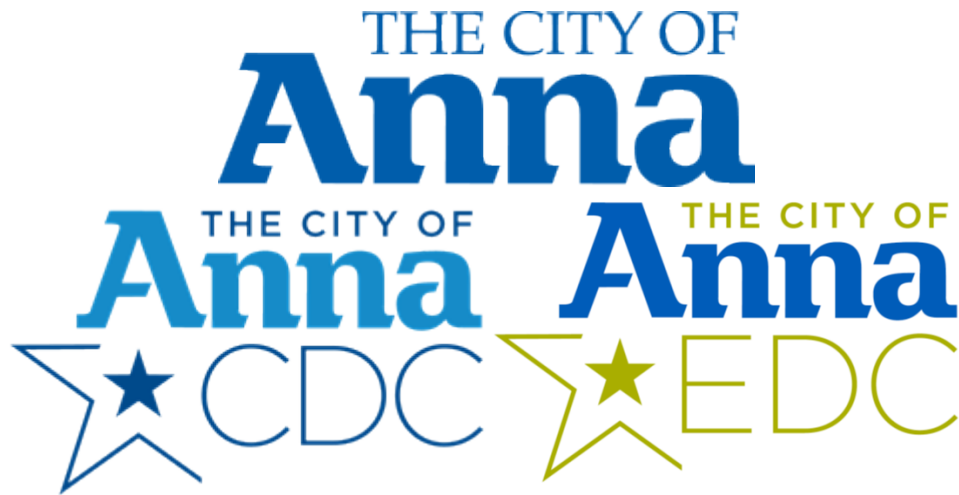
After additional review and discussions with EDC/CDC attorney Clark McCoy, staff is recommending some amendments to the Incentive Policy. The amendments deal with disclosure of information including background and potential conflicts of interest.

STAFF RECOMMENDATION:

On behalf of the CDC, I make a motion to approve a resolution adopting amendments to the Economic Development Incentive Policy.

ATTACHMENTS:

1. Exhibit A- Incentives Policy edit C03029D20210222CR1 redline
2. City of Anna Incentive Self-Disclosure Statement C03029D20210222CR1
3. CDC Incentive Policy Resolution



Economic Development Incentives Policy

The City of Anna, Texas, (City), in partnership with the Anna Community Development Corporation (CDC) and the Anna Economic Development Corporation (EDC), is committed to the promotion and retention of high quality development that increases economic diversity and sustainability, creates jobs, and provides value to the community. The City considers incentives based on the merit of each project and in accordance with the criteria outlined in this document, the City of Anna Economic Development Strategic Plan, and the City of Anna Strategic Plan. All recipients that are awarded incentives must meet or exceed the criteria and performance standards outlined below and enter into a performance agreement with the City, CDC, and/or EDC. Nothing in this policy shall imply or suggest that the City, CDC, or EDC are under any obligation to provide an incentive to any applicant. All applications are considered on a case-by-case basis.

City of Anna Strategic Plan Goal 1: Growing Anna Economy

Objectives:

1. Maintain and enhance an effective economic development organization that markets Anna, finds prospects, and closes the deal
2. Expand the commercial tax base
3. Provide more jobs for neighbors
4. Develop parcels along U.S. 75 with viable businesses
5. Have a built-out Business Park
6. Have expanded medical and healthcare services, including Clinic and Outpatient Surgical Center(s)
7. Expand retail, restaurant and entertainment businesses

Anna Economic Development Vision

Anna has created a balanced and sustainable tax base that invites high quality jobs and facilitates, excellent quality of life with well-maintained and first-rate infrastructure, and offers a wide range of housing and public facilities that build community identity and pride and engage neighbors in meaningful ways.

Economic Development Corporation (EDC) & Community Development Corporation (CDC)

The City has both a Type A and Type B Economic and Community Development Corporation as set up by the Texas Development Corporation Act of 1979. The Type A sales tax is primarily intended for manufacturing and industrial development. EDCs may use Type A revenues may fund land, buildings, equipment, facilities expenditures, targeted infrastructure and improvements for projects and job creation. The Type B sales tax may be used for any project eligible under Type A rules and several other project types, including quality of life improvements. Type B corporations may pay for land, buildings, equipment, facilities, targeted infrastructure and improvements. Type B corporations created by cities with a population of 20,000 or less and those classified as landlocked communities may use sales tax revenue to fund projects that promote new or expanded business development that do not create or retain primary jobs.

Project Criteria

Eligible projects must provide a return on investment (ROI) and benefit for public funds provided. ROI may be determined through an analysis of:

- Total capital investment and resulting taxable value generating annual increases of property tax revenue
- The number and type of jobs to be created
- Estimated ability to generate direct and/or indirect sales tax revenue
- Estimated ability to generate future overnight stays that result in future direct hotel occupancy fund revenue and indirect revenue associated with visitors

Recommendations for incentives are based on the evaluation of the following:

- Fiscal Impact
 - What is the estimated total value of capital investment for buildings, other real property improvements and furniture, fixtures, and equipment?
 - What is the total projected annual operating budget of the facility?
 - What is the value of real and business personal property that will be added to the tax rolls?
 - How much direct sales tax will be generated?
 - How much infrastructure construction be required?
 - What is the estimated return on public investment?
- Employment Impact
 - How many permanent jobs will be brought to Anna?
 - How many jobs will be retained?
 - What types of jobs will be created?
 - What will the total annual payroll be?
 - What is the average annual salary of jobs created and/or retained?
- Community Impact
 - How compatible is the project with the City's Comprehensive Plan and Economic Development Strategic Plan goals?
 - How does the project support quality of life benefits such as preservation of open space and development enhancements?
 - What effect would the project have on the local housing market?
 - What environmental impact, if any, will be created by the project?
 - What effect would the project have on other taxing entities?

Targeted Priorities

The City may consider providing incentives for projects that further the City's strategic plans.

- Job Creation – The City may consider an incentive for the creation and maintenance of jobs by offering a grant payment for companies that create or relocate a minimum of 25 full-time jobs within the City. The company must maintain the number of jobs created and/or relocated for at least a 5-year period to receive the total grant payment. Each job eligible for grant payment must pay at least 100% of the average annual wage for Collin County, as determined by the United States Dept. of Labor, Bureau of Labor Statistics.
- Downtown – The City may consider incentives for projects within or immediately surrounding the City's downtown that advance the goals of the Downtown Master Plan. Incentives may include grants or reimbursement for improvements to new or existing buildings, pedestrian corridors, façades, murals or public art, iconic signage and/or lighting.
- Niche / Specialty Retail, Entertainment, Restaurant – The City may consider providing incentives to “destination” retailers or restaurants that have the capability to attract customers from outside the area, serve as a catalyst for other development in the area, and/or provide new and different shopping, dining, or entertainment experiences.
- Office – The City may consider providing incentives for corporate headquarters and/or regional offices as well as multi-tenant offices for professional services (accountants, engineers, architects, medical, information technology, lawyers, advertising and media, management consulting, financial, insurance, wealth management, actuary, etc.).
- Distribution and Logistics – The City may consider providing incentives to support the supply chain of existing primary employers and better serve current and future neighbors.
- Advanced and Light Manufacturing – The City may consider providing incentives for corporate headquarters and/or regional service locations.
- Medical / Healthcare – The City may consider providing incentives to provide additional medical and healthcare related businesses to support the existing and better serve current and future neighbors.
- Data Centers – The City may consider providing incentives for projects including data centers to support current and future businesses.

List of Available Incentives

The following may be offered by the City, CDC, and/or EDC for economic development projects that meet eligibility criteria. Not all tools are available for each project and any incentive is at the discretion of the Anna City Council and/or CDC and EDC Board. Investment from the City does not preclude other state, county or local incentives.

- Chapter 380 Agreements – Authorized under Chapter 380 of the Texas Local Government Code, this agreement between the taxpayer and taxing entity offers a variety of fee-based or tax-based incentives, including grants, loans, or rebates to promote local economic development and stimulate business and commercial activity.
- Economic Development Grants – The City has both Type A and Type B sales tax corporations. Funds may be available to finance qualified projects as determined by the Boards of the EDC and/or CDC.
- Fee Reductions / Waivers – The City may consider decreasing or waiving certain development fees on eligible projects.

- Triple Freeport Tax Exemption – The City, Anna Independent School District, and Collin County all allow freeport exemption on certain types of tangible personal property (i.e. inventory, etc.) from ad valorem property taxation provided the property is:
 - Acquired in or imported into Texas to be forwarded out of the state.
 - Detained in Texas for assembling, storing, manufacturing, processing, or fabricating purposes by the entity acquiring or importing it.
 - Transported out of state within 175 days after the date acquired or imported it into Texas.
 - Applications for freeport exemptions must be filed with the Collin County Appraisal District.
- Infrastructure Assistance – The City may facilitate development through enhancement of water, sewer, and/or roadway infrastructure relevant to sites selected for significant projects as needed.
- Modification of Development Regulations / Standards – The City may provide provisions for modifying development standards or regulations for unique developments that support major new tax benefits for the City or incorporates construction or design features that far exceed the City's regulations.
- Property Tax Rebates / Abatements – Authorized by Chapter 312 of the Texas Property Tax Code, the City may exempt all or a portion of the increase in the value of real and/or business personal property from taxation. A cost benefit analysis will be performed to determine the feasibility of the project as well as the percentage and terms of abatement. All abatements are subject to final approval of the City Council.
- Public Improvement Districts (PID) – Authorized by Chapter 372 of the Texas Local Government Code, the City may finance the cost of qualified improvements within a defined area. Applications for a PID must be made separately from other incentives. Please refer to the City of Anna Public Improvement District Policy.
- Tax Increment Reinvestment Zone (TIRZ) – Authorized by Chapter 311 of the Texas Tax Code, the City may use tax increment financing to enter into economic development and infrastructure reimbursement agreements to pay for improvements. The TIRZ, whether City-initiated or petitioned by the property owners, sets up a geographic boundary that can be used develop raw land and proactively address decline or deterioration. Note: The creation of a TIRZ may specify how tax revenue is allocated or spent, but does not in any way impact the tax rate as TIRZs have no taxing or assessment powers.

Statement on Tax Abatement

The Property Development and Tax Abatement Act, Chapter 312, Texas Tax Code, allows the City to establish its own criteria for tax abatements. Tax abatements may be offered in two categories: 1) real property and/or 2) business personal property.

Real property abatements will be offered to applicants that pursue the construction of new or expanded facilities in which to house the applicable project. The abatement will apply to the assessed value of improvements made.

Business personal property abatements will be offered to applications that pursue the purchase or long-term lease of existing facilities. The abatement will apply to the assessed value of new personal property brought into the taxing jurisdiction. Assessed value shall mean the taxable value of real property improvements and business personal property as determined by the county appraisal district in which the property is located.

Value of Incentives

The subject criteria outlined herein will be used in determining whether it is in the best interest of the City, CDC and EDC to provide incentives. Specific considerations include how the individual project furthers the goals and objectives of the community and the impact of the project. The public benefit or amount of revenue realized by the City and attributable to the project must equal or exceed the value of any incentives granted under the application.

Eligible Activities

Incentive funds may be used for one or more of the following to assist development or redevelopment:

- Capital investment related to real property construction and acquisition
- Improvements to an existing building
- Infrastructure
- Site enhancements such as upgraded aesthetics or amenities
- Other purposes which bring value to the community as determined by the Anna City Council, EDC and CDC

Exclusionary Factors

While a project may meet all minimum project qualifications, it will not be considered for public investment if any of the following factors apply:

- The project would, for any reason, result in a net reduction of the ad valorem tax valuation of facilities in the City owned by the company, or its parent, subsidiary or affiliated companies
- The company is not in good legal or financial standing with the State of Texas (or other state if not formed in Texas), Collin County, or City
- The company is not registered to do business in Texas as evidenced by the records of the Texas Secretary of State
- The financial condition of the company is such that the ability of the company to meet its obligations is uncertain

Public Information

While Section 522.131 of the Texas Government Code (Public Information Act) makes information related to economic development negotiations between the City and business prospect confidential, any information provided by an applicant may be subject to release to the public pursuant to the Act.

It is the responsibility of the applicant to clearly identify proprietary or confidential information it wishes to protect from release. According to Section 312.003 of the Texas Tax Code, part of an application that describes the specific process or business activities to be conducted or equipment or other property is not subject to public disclosure until the incentive agreement is executed.

The City will make reasonable attempts to notify the applicant if a request is made for information that is indicated as confidential so that the applicant may assert its rights to be withheld from release to the Texas Attorney General.

Application

The first step for any applicant is to submit an application and include information detailing the criteria outlined above. For the application to be complete, the applicant shall prepare a map or other documents that show the precise location of the property. The map or other documents should show the existing uses and conditions of real property, proposed improvements and uses, and proposed zoning changes if applicable. Additional documentation should also show compatibility with the City of Anna 2035 Comprehensive Plan and applicable building codes and City ordinances. An application for financial or other incentives shall not be considered an application for a permit under Chapter 245 of the Texas Local Government Code.

Applications are submitted through a third-party software program and can be found online at <https://opportunityannatx.com/the-edc-cdc/>.

Application Review Procedural Guidelines

- All information in the application package will be reviewed for completeness and accuracy.
- The City, EDC and CDC will not enter into an incentive agreement with any business entity unless, in accordance with ~~Section 2252.908~~ of the Texas Government Code and rules adopted by the Texas Ethics Commission, a disclosure of interested parties is submitted. (Referenced: Form 1295) <https://www.ethics.state.tx.us/filinginfo/1295/>
- The attached disclosure form is required to be executed before a notary and submitted before any incentives will be considered.
- The City's Economic Development Department will review the application with the City Manager and appropriate City departments for internal review and comments. Additional information may be requested as needed.
- The Anna Community Development Corporation (CDC) Board and Anna Economic Development Corporation (EDC) may serve as an advisory body which make recommendations to the City Council regarding whether economic development incentives should be offered in each individual case. The CDC and/or EDC Board may also provide incentives using CDC/EDC funds when appropriate. All meetings of the CDC/EDC Board shall be held in compliance with the Texas Open Meetings Act, Chapter 551 of the Texas Government Code. Additional information may be requested as needed.
- The CDC/EDC Board may consider adoption of a resolution approving the terms and conditions of a contract between the CDC/EDC and the applicant.
- If the City Council decides to grant a tax abatement, it shall call a public hearing to consider establishment of a tax reinvestment zone in accordance with Section 312.201 of the Tax Code. This does not preclude the City from entering into a Chapter 380 agreement that may have incentives similar to those derived by tax abatement.
- The City Council may consider adoption of an ordinance or resolution approving the terms and conditions of a contract between the City and the applicant governing the provision of the tax abatement or incentive and the commitments of the applicant, including all terms required by Section 312.205 of the Tax Code and other terms and conditions as the City Council may require
- The City reserves the authority to enter into tax abatement agreements at differing percentages and/or terms, consistent with the requirements of the Texas Tax Code. The City also reserves the authority to enter into incentives agreements under Chapter 380 of the Texas Local Government Code.

Comment [CMI]: Just FYI, the 1295 form is not legally required for contracts with the development corporations. It may not hurt to leave this as a means of avoiding appearances of conflicts for the EDC and CDC.

- Those receiving incentives will be required to enter into a performance agreement. Projects that do not meet performance measures are subject to recapture of all or a portion of the incentive value.

**CITY OF ANNA, TEXAS
INCENTIVE POLICY
SELF-DISCLOSURE STATEMENT**

It is the intention of the City of Anna, Anna EDC, and/or Anna CDC (collectively, the “City”) to conduct certain due diligence as it continues negotiations with _____ (“Developer”) relating to possible incentives to be provided by the City to such person or entity for economic or community development purposes (the “Project”). Please answer each of the following questions completely, thoroughly, and truthfully, to the best of your knowledge:

1. Who are the principals and key personnel involved in the Project? Please provide the Developer’s (1) complete legal name, (2) date of birth, (3) home address (primary residence), and (4) social security number for each of its principals, management, partners, and affiliates of each entity involved with or affiliated with Developer in seeking the Project (NOTE: *For the purposes of this questionnaire, the term “Developer” also includes: (1) the landowners that are the subject of item 5, below; and (2) _____ (LIST OTHER AFFILIATED PARTIES)..*

2. Please describe the role that each Developer entity/principal/management/partner/affiliate referenced above has or will have in the Project.

3. Have any of the Developer entities/principals/management/partners/affiliates referenced above previously been involved in developing projects similar to the Project? If so, list each such project and each jurisdiction (City or County) where this has occurred.

4. Are there any conflicts of interest amongst the Developer entities/principals/management/partners/affiliates or between any of them and the City or their respective officers, officials, employees, representative, or agents, with respect to the development involving the Developer, affiliates of the Developer, or principals of the Developer? If yes, please describe.

5. Please list all landowners of the property or buildings proposed to comprise the Project. Are there plans to transfer any land in the Project? If so, to what persons/entities and when will the transaction(s) occur.

6. Has the Developer or landowner(s), or principal or person or entity owning an interest in the Developer or landowner(s), or any affiliate of the Developer or landowner(s):

a. Been charged or convicted of a felony or misdemeanor or otherwise been subject to an investigation, inquiry, or order by the SEC, the IRS, or any other federal or state agency?

YES ____ NO ____ [If YES, provide information.]

b. Been delinquent or in default on any loans, lines of credit or other obligation related to the development of other projects, including without limitation the payment of assessments securing bonds issued by a public improvement district or a similar issuer?

YES ____ NO ____ [If YES, provide information.]

c. Been in default in connection with any incentive agreement, development agreement, subdivision improvement agreement, capital improvements agreement, completion guarantee/agreement, take-down agreement, or similar agreement related to the development of real property or any other project?

YES ____ NO ____ [If YES, provide information.]

d. Been a party to a lawsuit in which it was alleged that they or another party were in default or otherwise breached any incentive agreement, development agreement, subdivision improvement agreement, capital improvements agreement, completion guarantee/agreement, take-down agreement, or similar agreement related to the development of real property or any other project?

YES ____ NO ____ [If YES, provide information.]

e. Filed for bankruptcy, an assignment for the benefit of creditors, been declared bankrupt or insolvent under either a state or federal proceeding?

YES ____ NO ____

If YES, specify date and location of court where bankruptcy or other action took place.

f. Been the party to any lawsuit or claim regarding any project or related property?

YES ____ NO ____

If YES, please attach a copy of the complaint/petition, or if unavailable, please list the court in which the action is pending and the case number, or if the claim or

action has not yet been filed please attach all documents summarizing the claim or action.

7. Is there any other material litigation, threatened or actual, affecting the Developer whether or not related to the Project?

YES ____ NO ____

If YES, please attach a copy of the complaint/petition, demand/threat and/or the court in which the action is pending and the case number, or if the claim or action has not yet been filed please attach all documents summarizing the claim or action.

8. Are there any other foreseeable circumstances not described above that could prevent or significantly delay, hinder or negatively affect the proposed development of the Project?

YES ____ NO ____ [If YES, please explain.]

9. Have either landowner(s) or the Developer ever failed to pay any portion of property taxes or assessments on time, contested any property taxes or assessments or refused or been unable to pay any property taxes or assessments?

YES ____ NO ____ [If YES, please explain.]

10. Please provide any other information and/or documentation that may be considered material to the Project, or the Developer, its affiliates or principals, necessary to provide potential investors with a full understanding of the Project, the proposed financing and the Developer's creditworthiness.

Provide a list of other projects developed by the Developer.

Provide notarized signature page below for each person identified in Question 1 above.

11. If an entity enters into an agreement with the City regarding the Project or property therein it is highly likely that a Form 1295 with need to be filed with the Texas Ethics Commission in accordance with Texas Gov't Code § 2252.908 "Disclosure of Interested Parties". Please provide the City with all of the information that would be required to fill out the attached Form 1295 (other than actual signatures) and submit to the City as part of this due diligence inquiry.

I, the undersigned, hereby solemnly swear that the information contained in the above self-disclosure statement is complete and correct to the best of my knowledge. I hereby authorize the City of Anna, Texas and its designated agents, attorneys and representatives to conduct a comprehensive review of my background, causing a consumer report and/or an investigative consumer report to be generated for each person identified in Question 1 above. I understand that the scope of the consumer report/investigative consumer report may include, but is not limited to the following areas: verification of social security number; current and previous residences; employment history; education background; character references; civil and criminal history records from any criminal justice agency in any or all federal, state, county jurisdictions; driving records;

birth records; and any other public records.

I further authorize any individual, company, firm, corporation, or public agency (including the Social Security Administration and law enforcement agencies) to divulge any and all information, verbal or written, pertaining to me, to the City of Anna, Texas or its agents or attorneys. I further authorize the complete release of any records or data pertaining to me which the individual, company, firm, corporation, or public agency may have, to include information or data received from other sources.

I hereby release the City of Anna, Texas, the Social Security Administration, and its agents, officials, representative, or assigned agencies, including officers, employees, attorneys, or related personnel both individually and collectively, from any and all liability for damages of whatever kind, which may, at any time result to me, my heirs, family, or associates because of compliance with this authorization and request to release.

DEVELOPER:

By: _____

Name:

Title:

STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me, on the ____ day of _____, 20____, by _____, _____ of _____, a _____, on behalf of said _____.

Notary Public in and for the State of Texas

[SEAL]

Business Entity: Disclosure of Interested Parties Texas Government Code § 2252.908, as Amended

In accordance with Section 2252.908 of the Texas Government Code, the City of Anna may not enter into a contract with a business entity that requires the approval of the City Council until that business entity files a Form 1295 with the Texas Ethics Commission through the Texas Ethics Commission's online reporting and then files the completed, signed, and notarized Form 1295 with the City Secretary of the City of Anna.

Section 2252.908 of the Government Code was enacted by the Texas Legislature in 2015 by House bill 1295. Section 2252.908 was amended in 2017. Regulatory provisions were also adopted and have been subsequently amended. This summary explanation pertains to the statutory and regulatory provisions as amended, with the latest amendments effective January 1, 2018. Under this law, any business entity that enters into a contract with the City that requires the approval of the City Council must disclose its interested parties through the "Certificate of Interested Parties", Form 1295, promulgated by the Texas Ethics Commission, unless the business entity is exempted from this reporting requirement (for example, as amended, publicly traded business entities are exempt).

The completed and signed Form 1295 must be submitted to the City Secretary prior to the execution of the contract. However, if the business entity believes that it is exempted from this reporting requirement, then it must provide a written affirmation of its exemption, stating how it qualifies for an exemption, to the City Secretary.

The Texas Ethics Commission remains charged with adopting rules to implement Section 2252.908 of the Government Code. The rules adopted by the Texas Ethics Commission are located at Sections 46.1, 46.3, 46.4, and 46.5 of Title 1 of the Texas Administrative Code.

The Texas Ethics Commission's website is: www.ethics.state.tx.us. The area of their website pertaining to Form 1295 is: www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

Each business entity must visit the Texas Ethics Commission website, since **Form 1295 must be completed electronically through the Texas Ethics Commission website** (handwritten forms are not allowable).

Once the business entity has completed their electronic filing of Form 1295 with the Texas Ethics Commission, then the business entity must print out the form, and complete and sign the declaration. The declaration must be signed by an authorized agent of the business entity. This declaration replaces the previous notary requirement. The declaration requires the Declarant (who must be an authorized agent of the business entity) to provide the Declarant's date of birth. The Texas Ethics Commission has advised that it will not show the Declarant's date of birth in the copies of Form 1295 available through its website.

Once Form 1295 is completed and the declaration completed and signed, the business entity must submit the completed and signed Form 1295 to the City Secretary. Please mail or deliver the completed and signed Form 1295 to the following:

City Secretary
City of Anna
P.O. Box 776
Anna, Texas 75409

The above process must be completed before the City Council may execute the contract. No portion of the Form 1295 process commits the Council to any type of award of contract whatsoever.

After the City Secretary receives the completed and signed Form 1295, the Office of the City Secretary will, within 30 days, go the Texas Ethics Commission website to submit electronic confirmation of the City's receipt of the completed and signed Form 1295.

The City Secretary's Office hopes this summary information is helpful. This summary explanation is not exhaustive, and all business entities are encouraged to visit the Texas Ethics Commission website, which contains Frequently Asked Questions, instructional videos, and much more information on the Form 1295, Certificate of Interested Parties requirements and/or to consult with their own counsel.

See following pages for an Example Form and the Statutory Provision

CERTIFICATE OF INTERESTED PARTIES **EXAMPLE ONLY** FORM **1295**

OFFICE USE ONLY

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

[Fill in the requested business entity information]

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Anna, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

[Fill in contract number]

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
See Section 2252.908 of the Texas Government Code, Sections 46.1, 46.3, 46.4, and 46.5 of Title 1 of the			
Commission website Texas Administrative Code, and the Texas Ethics			

5 ☒ Check only if there is **NO** Interested Party. ☐ Check this box if it is applicable

6 UNSWORN DECLARATION

My name is Name of Declarant

and my date of birth is Declarant's date of birth

My address is Street number and name City State Zip Country
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____

(list county and state where executed and date of execution) (month) (year)

Signature of Declarant

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Tex. Gov't Code § 2252.908, as amended, effective September 1, 2017

(a) In this section:

- (1) "Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation.
- (2) "Governmental entity" means a municipality, county, public school district, or special-purpose district or authority.
- (3) "Interested party" means a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts or who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity.
- (4) "State agency" means a board, commission, office, department, or other agency in the executive, judicial, or legislative branch of state government. The term includes an institution of higher education as defined by Section 61.003, Education Code.

(b) This section applies only to a contract of a governmental entity or state agency that:

- (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed; or
- (2) has a value of at least \$1 million.

(c) Notwithstanding Subsection (b), this section does not apply to:

- (1) a sponsored research contract of an institution of higher education;
- (2) an interagency contract of a state agency or an institution of higher education; or
- (3) a contract related to health and human services if:
 - (A) the value of the contract cannot be determined at the time the contract is executed; and
 - (B) any qualified vendor is eligible for the contract;
- (4) a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;
- (5) a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code; or
- (6) a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.

(d) A governmental entity or state agency may not enter into a contract described by Subsection (b) with a business entity unless the business entity, in accordance with this section and rules adopted under this section, submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

(e) The disclosure of interested parties must be submitted on a form prescribed by the Texas Ethics Commission that includes:

- (1) a list of each interested party for the contract of which the contracting business entity is aware; and
- (2) a written, unsworn declaration subscribed by the authorized agent of the contracting business entity as true under penalty of perjury that is in substantially the following form:

"My name is _____, my date of birth is _____, and
my address is _____,
_____, _____, (Street) (City) (State) (Zip Code) _____

_____. I declare under penalty of (Country) perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the
_____ day of _____,
(Month) (Year)

Declarant”.

- (f) Not later than the 30th day after the date the governmental entity or state agency receives a disclosure of interested parties required under this section, the governmental entity or state agency shall submit a copy of the disclosure to the Texas Ethics Commission.
- (g) The Texas Ethics Commission shall adopt rules necessary to implement this section, prescribe the disclosure of interested parties form, and post a copy of the form on the commission’s Internet website.

ANNA COMMUNITY DEVELOPMENT CORPORATION

RESOLUTION NO. _____

**A RESOLUTION OF THE ANNA COMMUNITY DEVELOPMENT CORPORATION
AMENDING THE ECONOMIC DEVELOPMENT INCENTIVE POLICY TO PROMOTE
ECONOMIC DEVELOPMENT AND STIMULATE BUSINESS AND COMMERCIAL
ACTIVITY IN THE CITY OF ANNA**

WHEREAS, the CDC Board adopted the Economic Development Incentive Policy at a regular meeting on October 1, 2020 that was subsequently adopted by the Anna City Council on December 8, 2020, and

WHEREAS, after further review and consideration, the CDC wishes to amend the policy;

**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 Amendments

The Anna Community Development Corporation hereby approves amendments to the Economic Development Incentive Policy attached hereto as Exhibit A.

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

APPROVED:

ATTEST:

Anthony Richardson, CDC President

Rocio Gonzalez, CDC Secretary



Item No. 8.

EDC/CDC Agenda
Staff Report

Meeting Date: 3/4/2021
Staff Contact:

AGENDA ITEM:

Receive updates on the Anna Business Park.

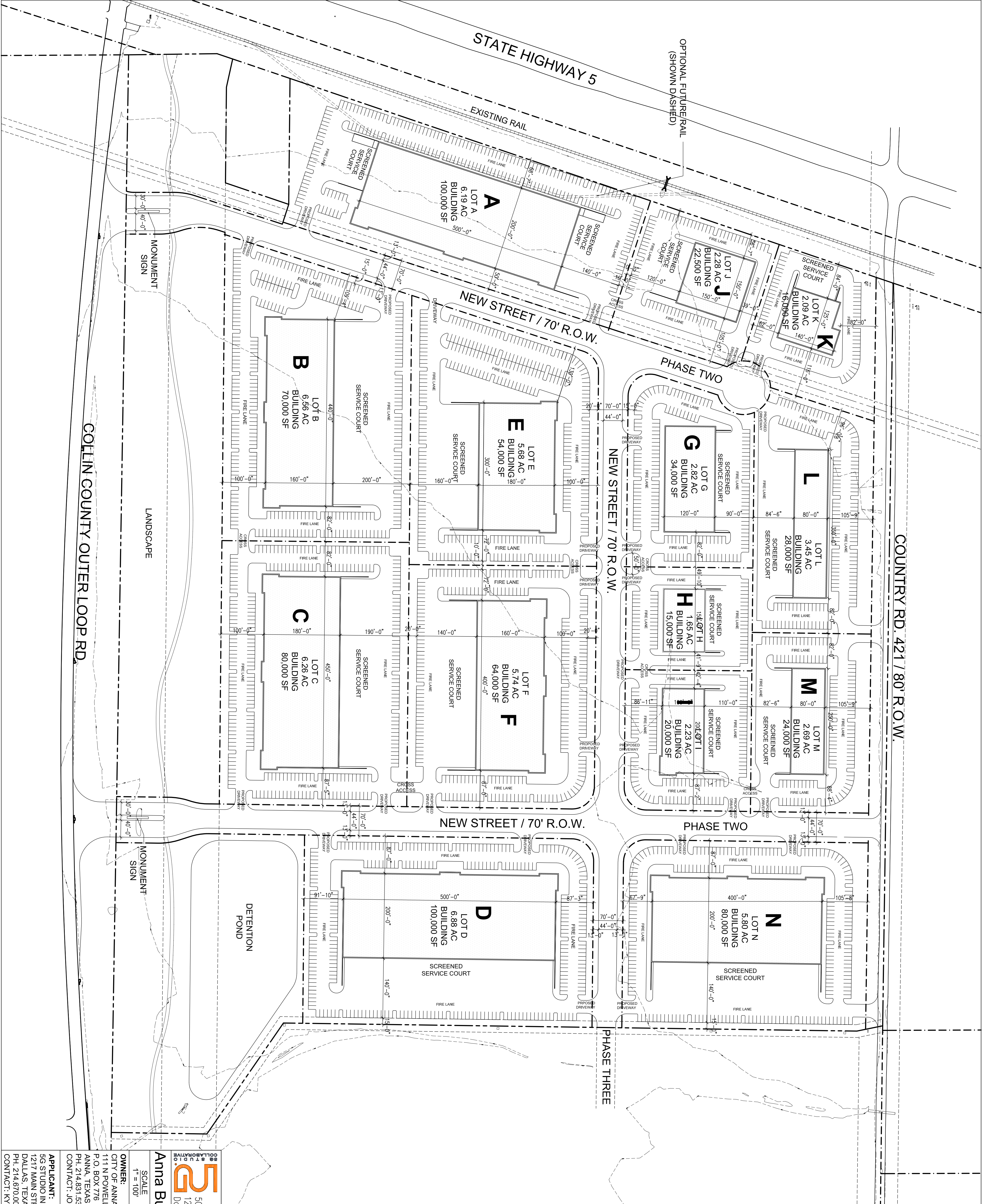
SUMMARY:

Staff will be updating the Board on a potential Phase 1 of the Business Park including necessary infrastructure and cost figures.

STAFF RECOMMENDATION:

ATTACHMENTS:

1. 20201111_Ann Business Park MSP



COUNTRY RD. 421 / 80' R.O.W.

OPTIONAL FUTURE RAIL
(SHOWN DASHED)

STATE HIGHWAY 5

EXISTING RAIL

NEW STREET / 70' R.O.W.

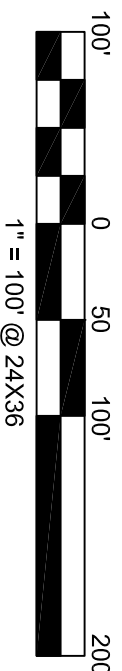
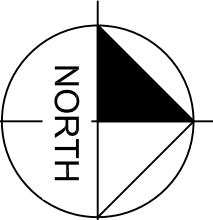
PHASE TWO

NEW STREET / 70' R.O.W.

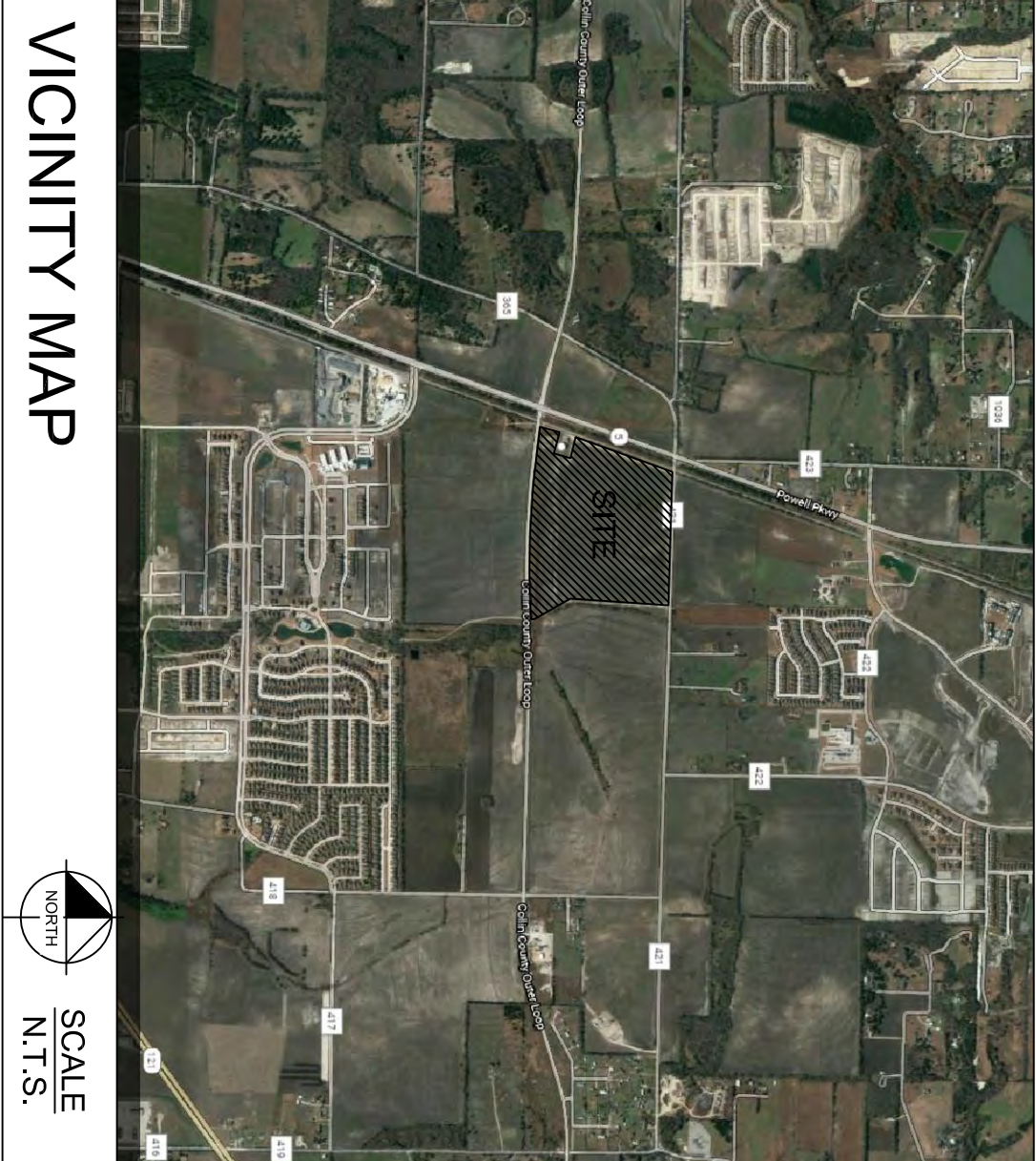
NEW STREET / 70' R.O.W.

PHASE TWO

PHASE THREE



LOT	LOT AREA	BLDG AREA
A	6.19 AC	100,000 SF
B	6.56 AC	70,000 SF
C	6.26 AC	80,000 SF
D	6.88 AC	100,000 SF
E	5.68 AC	54,000 SF
F	5.74 AC	64,000 SF
G	2.82 AC	34,000 SF
H	1.65 AC	15,000 SF
I	2.23 AC	20,000 SF
J	2.28 AC	22,500 SF
K	2.09 AC	16,000 SF
L	3.45 AC	28,000 SF
M	2.69 AC	24,000 SF
N	5.80 AC	80,000 SF
TOTAL	60.32 AC	707,500 SF



VICINITY MAP

SCALE
N.T.S.



56 Studio Industrial, LLC
1217 Main St, Suite 500
Dallas, TX 75202

Anna Business Park - Preliminary Master Site Plan

SCALE	DATE	PROJECT NUMBER	SHEET NO.
1" = 100'	11/11/2020	DIM003	1 OF 1

OWNER:

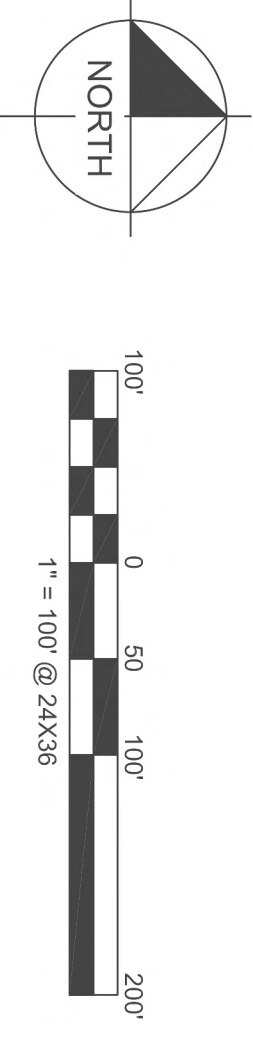
CITY OF ANNA
111 N POWELL PARKWAY
P.O. BOX 776
ANNA, TEXAS 75409
PH. 214.831.5394
CONTACT: JOEY GRISHAM

APPLICANT:

5G STUDIO INDUSTRIAL, LLC
1217 MAIN STREET, SUITE 500
DALLAS, TEXAS 75202
PH. 214.670.0050
CONTACT: KYLE McCULLAH



LOT	LOT AREA	BLDG AREA
A	6.19 AC	100,000 SF
B	6.56 AC	70,000 SF
C	6.26 AC	80,000 SF
D	6.88 AC	100,000 SF
E	5.68 AC	54,000 SF
F	5.74 AC	64,000 SF
G	2.82 AC	34,000 SF
H	1.65 AC	15,000 SF
I	2.23 AC	20,000 SF
J	2.28 AC	22,500 SF
K	2.09 AC	16,000 SF
L	3.45 AC	28,000 SF
M	2.69 AC	24,000 SF
N	5.80 AC	80,000 SF
TOTAL	60.32 AC	707,500 SF



5

COLLABORATIVE

5G Studio Industrial, LLC
1217 Main St, Suite 500
Dallas, TX 75202

PRELIMINARY MASTER SITE PLAN

SCALE: 1"=100'
DATE: 11/17/2020
PROJECT NUMBER: DIM003
SHEET NO.: 1 OF 1

OWNER:
CITY OF ANNA
111 N POWELL PARKWAY
P.O. BOX 776
ANNA, TEXAS 75409
PH: 214.831.5394
CONTACT: JOEY GRISHAM

APPLICANT:
5G STUDIO INDUSTRIAL, LLC
1217 MAIN STREET, SUITE 500
DALLAS, TEXAS 75202
PH: 214.670.0050
CONTACT: KYLE MCCULLAH



Item No. 9.

EDC/CDC Agenda
Staff Report

Meeting Date: 3/4/2021
Staff Contact:

AGENDA ITEM:

Consider/Discuss/Act on a resolution approving a Professional Services Agreement for architectural and engineering services related to the Business Park. (EDC)

SUMMARY:

Phase 1 of the Professional Services Agreement for the Business Park is nearing completion and we are recommending a new agreement to add needed services. Some of these items include a new survey and the entry sign.

STAFF RECOMMENDATION:

On behalf of the EDC, I make a motion to approve a resolution approving a Professional Services Agreement, subject to legal approval of final form, for architectural and engineering services not to exceed \$45,000 and authorize the Economic Development Director to execute the contract.

ATTACHMENTS:

1. Resolution
2. Exhibit A- Agreement

ANNA ECONOMIC DEVELOPMENT CORPORATION

RESOLUTION NO. _____

A RESOLUTION OF THE ANNA ECONOMIC DEVELOPMENT CORPORATION APPROVING AND AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT AND THE EXPENDITURE OF FUNDS FOR ARCHITECTURAL AND ENGINEERING SERVICES.

WHEREAS, the Anna Economic Development Corporation (the “EDC”) wishes to expend funds for architectural and engineering services related to the Anna Business Park;

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

Section 1. Recitals Incorporated

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

Section 2. Approval of Funding

The EDC hereby authorizes the Economic Development Director to execute contracts with architectural and engineering companies subject to legal approval of final form and to charge the EDC’s contract services line item in an amount not to exceed \$45,000 in the Fiscal Year 2020-2021 for architectural and engineering services related to the Anna Business Park.

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

APPROVED:

ATTEST:

Anthony Richardson, EDC President

Rocio Gonzalez, EDC Secretary

**PROFESSIONAL SERVICES AGREEMENT
FOR ARCHITECTURAL AND ENGINEERING SERVICES**

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

THIS PROFESSIONAL SERVICES AGREEMENT FOR ARCHITECTURAL AND ENGINEERING SERVICES is made and entered into as of the 4th day of March, 2021 by and between the Anna Economic Development Corporation, with its principal office at 312 N. Powell Pkwy, Anna, Texas 75409-0776, hereinafter called "OWNER" and 5G Studio Industrial LLC 1217 Main Street, Ste 500, Dallas, Texas 75202, hereinafter called "CONSULTANT," acting herein, by and through their duly authorized representatives.

WITNESSETH, that in consideration of the covenants and agreements herein contained, the parties hereto do mutually agree as follows:

**ARTICLE 1
EMPLOYMENT OF CONSULTANT**

On September 23, 2020, OWNER contracted with CONSULTANT and CONSULTANT performed certain services set forth in that certain PROFESSIONAL SERVICES AGREEMENT FOR ARCHITECTURAL SERVICES. CONSULTANT has been paid in full for said services.

OWNER and CONSULTANT hereby enter into this Agreement for CONSULTANT, as an independent contractor, to perform the additional services herein in connection with the Project as stated in the sections to follow. CONSULTANT agrees to perform said services: (1) with the professional skill and care ordinarily provided by competent architects and engineers practicing under the same or similar circumstances and professional license; and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent architect and engineer.

The professional services set out herein are in connection with the following described project:

See attached Exhibit "A".

**ARTICLE 2
SCOPE OF SERVICES**

CONSULTANT shall perform the following services in a professional manner:

- A. CONSULTANT shall perform all those services as necessary and as described under "Scope of Services" as set forth under CONSULTANT'S _____, 2021 letter proposal, which is attached hereto and made a part hereof as Exhibit "A" as if written word for word herein and in addition.

- B. CONSULTANT shall further perform appropriate services set forth in individual task orders which shall be governed by the terms of this Agreement.
- C. If there is any conflict between the terms of this Agreement and any exhibit attached to this Agreement or any task orders, the terms and conditions of this Agreement will control over the terms and conditions of the exhibit(s) or task orders.

ARTICLE 3 **ADDITIONAL SERVICES**

Additional services to be performed by CONSULTANT, if authorized by OWNER, whether included in the above-described Scope of Services shall be as described in individual task orders.

ARTICLE 4 **PERIOD OF SERVICE**

This Agreement shall become effective upon execution of this Agreement by OWNER and CONSULTANT and upon issue of a notice to proceed by OWNER, and shall remain in force for the period which may reasonably be required for the completion of the Project, including additional services, if any, and any required extensions approved by OWNER. This Agreement may be sooner terminated in accordance with the provisions hereof. Time is of the essence in this Agreement. CONSULTANT shall make all reasonable efforts to complete the services set forth herein as expeditiously as possible and to meet the schedule(s) established by OWNER, acting through its City Manager or his designee.

ARTICLE 5 **COMPENSATION**

- A. COMPENSATION TERMS: Compensation to CONSULTANT shall be as set forth in Exhibit "A" but in no event shall the total compensation to be paid to CONSULTANT exceed \$45,000 unless CONSULTANT is directed to perform additional services under Article 3.
- B. BILLING AND PAYMENT: Partial payments to CONSULTANT will be made on the basis of detailed monthly statements rendered to and approved by OWNER or its designee; however, under no circumstances shall any monthly statement for services exceed the value of the work performed at the time a statement is rendered.

Nothing contained in this article shall require OWNER to pay for any work which is unsatisfactory, as reasonably determined by the OWNER or its designee, or which is not submitted in compliance with the terms of this Agreement. OWNER shall not be required to make any payments to CONSULTANT when CONSULTANT is in default under this Agreement.

It is specifically understood and agreed that CONSULTANT shall not be authorized to undertake any work pursuant to this Agreement which would require additional payments by OWNER for any charge, expense, or reimbursement above any maximum not-to-exceed fee as stated within any specified task order, without first having obtained written authorization from OWNER. CONSULTANT shall not proceed to perform any services without obtaining prior written authorization from the City Manager or his designee.

- C. **ADDITIONAL SERVICES:** For additional services authorized in writing by OWNER in as set forth in Article 3, CONSULTANT shall be paid based on the Schedule of Charges at an hourly rate shown in Exhibit "A." Payments for additional services shall be due and payable upon submission by CONSULTANT and shall be in accordance with subsection B hereof. Statements shall not be submitted more frequently than monthly.
- D. **PAYMENT:** If OWNER fails to make payments due CONSULTANT for services and expenses within 30 days after receipt of CONSULTANT's undisputed statement thereof, the amounts due CONSULTANT will be increased by the rate of one percent (1%) per month from the said 45th day, and, in addition, CONSULTANT may, after giving seven days' written notice to OWNER, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses, and charges, provided, however, nothing herein shall require OWNER to pay the late charge of one percent (1%) set forth herein if OWNER reasonably determines that the work is unsatisfactory, in accordance with this Article 5, "Compensation."

ARTICLE 6

OBSERVATION AND REVIEW OF THE WORK

CONSULTANT will exercise reasonable care and due diligence in discovering and promptly reporting to OWNER any failure to comply with the applicable standard of care for the work of CONSULTANT or any subcontractors or subconsultants.

ARTICLE 7

OWNERSHIP OF DOCUMENTS

All documents prepared or furnished by CONSULTANT (and CONSULTANT's subcontractors or subconsultants) pursuant to this Agreement are instruments of service and shall become the property of OWNER upon the termination of this Agreement. CONSULTANT is entitled to retain copies of all such documents. The documents prepared and furnished by CONSULTANT are intended only to be applicable to this Project, and OWNER's use of these documents in other projects shall be at OWNER's sole risk and expense. In the event OWNER uses any of the information or materials developed pursuant to this Agreement in another project or for other purposes than specified herein and by CONSULTANT at the time such information and materials are delivered, CONSULTANT is released from any and all liability relating to such use in that project.

ARTICLE 8

INDEPENDENT CONTRACTOR

CONSULTANT shall provide services to OWNER as an independent contractor, not as an employee of the OWNER. CONSULTANT shall not have or claim any right arising from employee status. OWNER shall not control the means, methods, sequences, procedures, or techniques utilized by CONSULTANT to perform work or services under this Agreement or any associated task order.

ARTICLE 9

AUDITS AND INSPECTION

OWNER shall have the right to audit and make copies of the books, records and computations pertaining to this agreement. CONSULTANT shall retain such books, records, documents and other evidence pertaining to this agreement during the contract period and five years thereafter, except if an audit is in progress or audit findings are yet unresolved, in which case records shall be kept until all audit tasks are completed and resolved. These books, records, documents, and other evidence shall be available, within 10 business days of written request. Further, CONSULTANT shall also require all Subcontractors, material suppliers, and other payees to retain all books, records, documents, and other evidence pertaining to this agreement, and to allow OWNER similar access to those documents. All books and records will be made available within a 50-mile radius of the City of Anna. The cost of the audit will be borne by OWNER unless the audit reveals an overpayment of 1% or greater. If an overpayment of 1% or greater occurs, the reasonable cost of the audit, including any travel costs, must be borne by CONSULTANT which must be payable within five business days of receipt of an invoice.

Failure to comply with the provisions of this section shall be a material breach of this contract and shall constitute, in OWNER's sole discretion, grounds for termination thereof. Each of the terms "books", "records", "documents" and "other evidence", as used above, shall be construed to include drafts and electronic files, even if such drafts or electronic files are subsequently used to generate or prepare a final printed document.

ARTICLE 10

INDEMNITY AGREEMENT

CONSULTANT shall indemnify and hold harmless OWNER and its officers, agents, and employees from and against any and all liability for damages to the extent that the damage is caused by or results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the indemnitor or the indemnitor's agent, consultant under contract, or another entity over which the indemnitor exercises control, including but not limited to reasonable attorney fees and related expenses in proportion to CONSULTANT'S liability.

Nothing in this Agreement shall be construed to create a liability to any person who is not a party to this Agreement, and nothing herein shall waive any of the parties' defenses, both at law or equity, to any claim, cause of action, or litigation filed by anyone not a party to this Agreement, including the defense of governmental immunity, which defenses are hereby expressly reserved.

ARTICLE 11 **INSURANCE**

During the performance of the services under this Agreement, CONSULTANT shall maintain the following insurance with an insurance company licensed to do business in the State of Texas by the State Insurance Commission or any successor agency that has a rating with Best Rate Carriers of at least an A- or above:

- A. Comprehensive General Liability Insurance with bodily injury limits of not less than \$500,000 for each occurrence and not less than \$500,000 in the aggregate, and with property damage limits of not less than \$100,000 for each occurrence and not less than \$100,000 in the aggregate.
- B. Automobile Liability Insurance with bodily injury limits of not less than \$500,000 for each person and not less than \$500,000 for each accident, and with property damage limits of not less than \$100,000 for each accident.
- C. Worker's Compensation Insurance in accordance with statutory requirements, and Employers' Liability Insurance with limits of not less than \$100,000 for each accident.
- D. Professional Liability Insurance with limits of not less than \$1,000,000 annual aggregate.
- E. CONSULTANT shall furnish insurance certificates or insurance policies at OWNER's request to evidence such coverages. Except for workers compensation and professional liability, the insurance policies shall name OWNER as an additional insured and shall contain a provision that such insurance shall not be canceled or reduced with respect to by coverages or endorsements without 30 days' prior written notice to OWNER and CONSULTANT. In such event, CONSULTANT shall, prior to the effective date of the change or cancellation, serve substitute policies furnishing the same coverage.

ARTICLE 12 **TERMINATION OF AGREEMENT**

- A. Notwithstanding any other provision of this Agreement, either party may terminate by giving 30 days' advance written notice to the other party.
- B. If the Agreement is terminated prior to completion of the services to be provided hereunder, CONSULTANT shall immediately cease all services and shall render a final

bill for services to OWNER within 30 days after the date of termination. OWNER shall pay CONSULTANT for all services properly rendered and satisfactorily performed and for reimbursable expenses to termination incurred prior to the date of termination, in accordance with Article 5 "Compensation." Should OWNER subsequently contract with a new consultant for the continuation of services on the Project, CONSULTANT shall cooperate in providing information. CONSULTANT shall turn over all documents prepared or furnished by CONSULTANT pursuant to this Agreement to OWNER on or before the date of termination but may maintain copies of such documents for its use.

ARTICLE 13

RESPONSIBILITY FOR CLAIMS AND LIABILITIES

Approval by the OWNER shall not constitute, nor be deemed a release of the responsibility and liability of CONSULTANT, its employees, associates, agents, subcontractors, and subconsultants for the accuracy and competency of their designs or other work; nor shall such approval be deemed to be an assumption of such responsibility by OWNER for any defect in the design or other work prepared by CONSULTANT, its employees, subcontractors, agents, and consultants.

ARTICLE 14

NOTICES

All notices, communications, and reports required or permitted under this Agreement shall be personally delivered or mailed to the respective parties by depositing same in the United States mail to the address shown below, certified mail, return receipt requested, unless otherwise specified herein. Mailed notices shall be deemed communicated as of three days after mailing:

To CONSULTANT:

Kyle McCullah, Partner
5G Studio Industrial, Inc.
1217 Main St, Suite 500
Dallas, Texas 75202

To OWNER:

Economic Development Director
Anna Economic Development Corporation
P.O. Box 776
Anna, Texas 75409

All notices shall be deemed effective upon receipt by the party to whom such notice is given, or within three days after mailing.

ARTICLE 15

ENTIRE AGREEMENT

This Agreement constitutes the complete and final expression of the agreement of the parties, and is intended as a complete and exclusive statement of the terms of their agreements, and supersedes all prior or contemporaneous offers, promises, representations, negotiations, discussions, communications, and agreements which may have been made in connection with the subject matter hereof.

ARTICLE 16
SEVERABILITY

If any provision of this Agreement is found or deemed by a court of competent jurisdiction to be invalid or unenforceable, it shall be considered severable from the remainder of this Agreement and shall not cause the remainder to be invalid or unenforceable. In such event, the parties shall reform this Agreement to replace such stricken provision with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

ARTICLE 17
COMPLIANCE WITH LAWS

CONSULTANT shall comply with all federal, state, and local laws, rules, regulations, and ordinances applicable to the work covered hereunder as they may now read or hereinafter be amended.

ARTICLE 18
DISCRIMINATION PROHIBITED

In performing the services required hereunder, the CONSULTANT shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, or physical handicap.

ARTICLE 19
PERSONNEL

- A. CONSULTANT represents that it has or will secure, at its own expense, all personnel required to perform all the services required under this Agreement. Such personnel shall not be employees or officers of or have any contractual relations with OWNER. CONSULTANT shall inform OWNER of any conflict of interest or potential conflict of interest that may arise during the term of this Agreement.
- B. All services required hereunder will be performed by CONSULTANT or under its supervision. All personnel engaged in work shall be qualified and shall be authorized and permitted under state and local laws to perform such services.

ARTICLE 20
ASSIGNABILITY

CONSULTANT shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment, novation, or otherwise) without the prior written consent of OWNER.

ARTICLE 21

MODIFICATION

No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith, and no evidence of any waiver or modification shall be offered or received in evidence in any proceeding arising between the parties hereto out of or affecting this Agreement, or the rights or obligations of the parties hereunder, and unless such waiver or modification is in writing and duly executed; and the parties further agree that the provisions of this section will not be waived unless as set forth herein.

ARTICLE 22 **MISCELLANEOUS**

- A. The following exhibits are attached to and made a part of this Agreement:
- Exhibit A – 5G Studio Industrial, Inc. March ____, 2021 Letter Proposal for Phase One of the 85 Acre, Anna Business Park EDC – Project # Anna, Texas (additional services not included in September 22, 2020 Letter Proposal).
- B. CONSULTANT agrees that OWNER shall, until the expiration of four years after the final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of CONSULTANT involving transactions relating to this Agreement. CONSULTANT agrees that OWNER shall have access during normal working hours to all necessary CONSULTANT facilities and shall be provided adequate and appropriate working space in order to conduct audits in compliance with this section. OWNER shall give CONSULTANT reasonable advance notice of intended audits.
- C. Venue of any suit or cause of action under this Agreement shall lie exclusively in Collin County, Texas. This Agreement shall be construed in accordance with the laws of the State of Texas.
- D. For the purpose of this Agreement, the key persons who will perform most of the work hereunder shall be Kyle McCullah and Rusty Glover. However, nothing herein shall limit CONSULTANT from using other qualified and competent members of its firm to perform the services required herein.
- E. CONSULTANT shall commence, carry on, and complete any and all projects with all applicable dispatch, in a sound, economical, and efficient manner and in accordance with the provisions hereof. In accomplishing the projects, CONSULTANT shall take such steps as are appropriate to ensure that the work involved is properly coordinated with related work being carried on by OWNER.
- F. OWNER shall assist CONSULTANT by placing at CONSULTANT's disposal all available information pertinent to the Project, including previous reports, any other data relative to the Project, and arranging for the access thereto, and make all provisions for

CONSULTANT to enter in or upon public and private property as required for CONSULTANT to perform services under this Agreement.

- G. CONSULTANT shall at all times maintain OWNER'S confidential or proprietary information in confidence and shall disclose same to third parties only as specifically instructed by OWNER. Any disclosure of privileged or confidential information by OWNER to CONSULTANT is in furtherance of OWNER's purposes and is not intended to and does not waive any privileges that may exist with regard to such information.
- H. The captions of this Agreement are for informational purposes only and shall not in any way affect the substantive terms or conditions of this Agreement.

SIGNATURES:

ANNA ECONOMIC DEVELOPMENT CORPORATION

BY: _____
JOEY GRISHAM, ITS DIRECTOR

BEFORE ME, the undersigned authority, personally appeared Anthony Richardson, President of the Anna Economic Development Corporation who stated to me upon oath that he has read and signed the foregoing agreement on behalf of the Anna Economic Development Corporation for the purposes and consideration therein expressed and for no other reason.

SWORN TO AND SUBSCRIBED BEFORE ME on this the ____ day of _____,
2021.

Notary Public, in and for the State of Texas

My Commission Expires:

5G STUDIO INDUSTRIAL LLC

BY: _____
Its Managing Member

BEFORE ME, the undersigned authority, personally appeared _____,
_____, Managing Member of 5G Studio Industrial LLC who stated to me upon oath that he has read and signed the foregoing agreement on behalf of 5G Studio Industrial LLC, for the purposes and consideration therein expressed, and for no other reason, and that he did so of his own free will.

SWORN TO AND SUBSCRIBED BEFORE ME on this the ____ day of _____,
2021.

Notary Public, in and for the State of Texas

My Commission Expires:



Item No. 10.

EDC/CDC Agenda
Staff Report

Meeting Date: 3/4/2021
Staff Contact:

AGENDA ITEM:
Director's Report

- a. Sales Tax Update and Budget Report
- b. Joint Meeting with P&Z Monday April 5th for Comprehensive Plan and Downtown Master Plan
- c. Strategic Plan Update
- d. New Commercial Projects
- e. City Bond Election May 1

SUMMARY:

STAFF RECOMMENDATION:

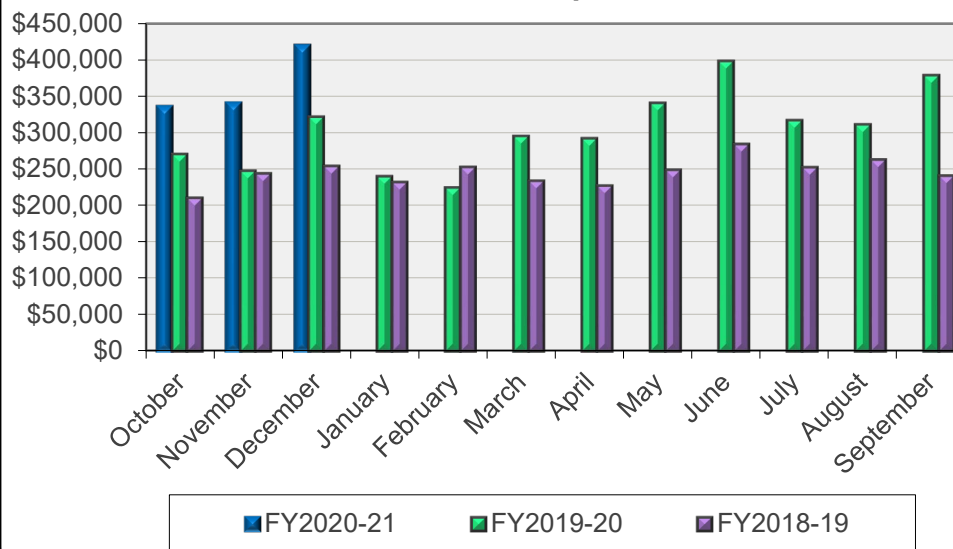
ATTACHMENTS:

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

CITY OF ANNA
Schedule of Sales Tax Collections
For the month December 31, 2020

	2020-21 Collections Monthly	% Change from Prior Year	2019-20 Collections Monthly
October	\$ 335,454	24.1%	\$ 270,363
November	340,156	37.6%	247,215
December	419,319	30.4%	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
	\$ 1,094,929		\$ 3,634,108
 Budget:	 3,505,000	 31.2%	 3,048,942

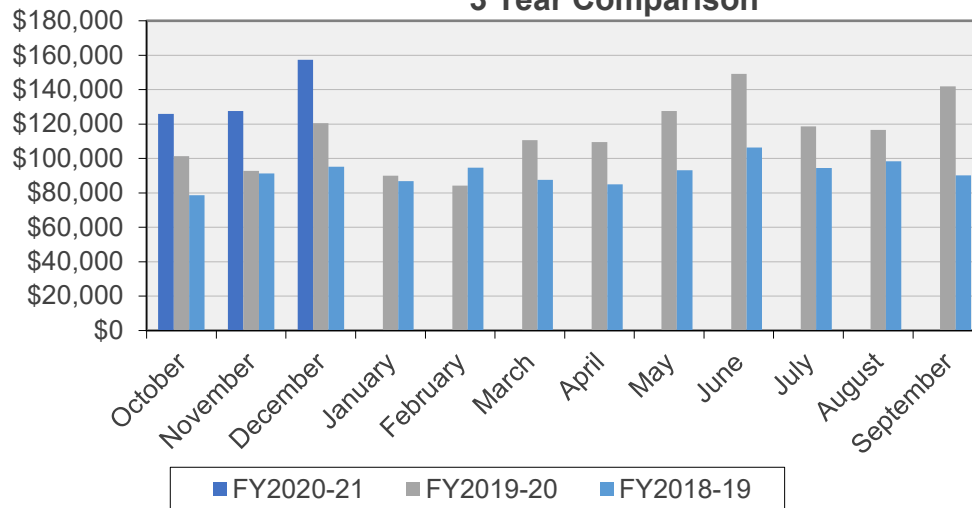
**Monthly Sales Tax Collections:
3 Year Comparison**



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	157,245	30.4%	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
	\$ 410,599		\$ 1,362,791

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



City of Anna
Statement of Revenue and Expenditures
Revised Budget

For the Fiscal Period 2021-4 Ending January 31, 2021

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
General Fund					
Economic Development Corporation					
Expenditures					
10-826-6101 Salaries	0.00	14,364.70	122,052.00	39,611.71	67.55%
10-826-6114 Payroll Taxes-City Part FICA	0.00	1,081.37	9,337.00	3,251.49	65.18%
10-826-6121 Health Insurance	0.00	845.35	9,927.00	3,381.40	65.94%
10-826-6125 TMRS Retirement	0.00	2,036.91	17,356.00	6,165.03	64.48%
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	165.00	0.00	165.00	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	(18,493.33)	(159,571.00)	(52,821.14)	66.90%
Total Economic Development Corporation	0.00	(18,493.33)	(159,571.00)	(52,821.14)	66.90%
Total General Fund	0.00	(18,493.33)	(159,571.00)	(52,821.14)	66.90%

City of Anna
Statement of Revenue and Expenditures
Revised Budget

For the Fiscal Period 2021-4 Ending January 31, 2021

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	872.14	75,800.00	3,205.43	95.77%
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	0.00	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	229.77	3,500.00	1,163.92	66.75%
90-826-6781 Gas - Natural/Propane	0.00	116.28	1,050.00	323.47	69.19%
90-826-6782 City Utilities Water/Sewer/Trash	0.00	0.00	0.00	0.00	0.00%
90-826-6783 Telecom	0.00	156.56	2,000.00	623.69	68.82%
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	(1,374.75)	(99,650.00)	(8,314.51)	91.66%
Total Economic Development Corporation	0.00	(1,374.75)	(99,650.00)	(8,314.51)	91.66%
Total Economic Development Corporation	0.00	(1,374.75)	(99,650.00)	(8,314.51)	91.66%

City of Anna
Statement of Revenue and Expenditures
Revised Budget

For the Fiscal Period 2021-4 Ending January 31, 2021

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Community Development Corporation					
Community Development Corporation					
Expenditures					
89-825-6101 Salaries	0.00	10,629.60	91,325.00	29,139.24	68.09%
89-825-6114 Payroll Taxes-City Part FICA	0.00	813.18	6,986.00	2,446.04	64.99%
89-825-6121 Health Insurance	0.00	97.42	9,927.00	389.68	96.07%
89-825-6125 TMRS Retirement	0.00	1,507.28	12,986.00	4,542.43	65.02%
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	104.59	2,000.00	104.59	94.77%
89-825-6209 Other Supplies - Misc.	0.00	250.69	4,000.00	742.61	81.43%
89-825-6210 Clothing Supplies	0.00	0.00	1,000.00	0.00	100.00%
89-825-6212 Postage	0.00	14.20	100.00	14.20	85.80%
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	0.00	170,974.00	54,798.50	67.95%
89-825-6710 Travel/Training Expense	0.00	455.00	25,250.00	875.00	96.53%
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	0.00	93,000.00	6,272.50	93.26%
89-825-6753 Legal Expense	0.00	0.00	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	25.90	4,670.00	7,543.99	(61.54%)
89-825-6783 Telecom	0.00	0.00	700.00	0.00	100.00%
89-825-6789 Debt-Service Principal	0.00	225,000.00	225,000.00	225,000.00	0.00%
89-825-6790 Interest Expense	0.00	53,867.50	104,251.00	53,867.50	48.33%
89-825-6795 Bond Fees	0.00	0.00	0.00	0.00	0.00%
89-825-6799 Other Services - Misc.	0.00	700.00	90,000.00	23,950.00	73.39%
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	(293,465.36)	(1,311,140.00)	(414,787.82)	68.36%
Total Community Development Corporation	0.00	(293,465.36)	(1,311,140.00)	(414,787.82)	68.36%
Total Community Development Corporation	0.00	(293,465.36)	(1,311,140.00)	(414,787.82)	68.36%

Economic Development Strategic Plan Update: February 2021

- Met with Collin College
- Executed contract with Cooksey Communications for ongoing marketing and public relations
- Updated Business Park Concept Plan
- Recognized by TEDC for Economic Excellence at TEDC Legislative Conference



Measureables

February 2021



Real Estate Broker /
Developer Meetings: 2



Business Prospect
Meetings: 1



Construction / Architectural
Meetings: 3



Newsletter Subscribers:
216



Website Users: 860 (43.8%
increase)



Website Pageviews: 1,400
(21.7% increase)



Google Searches: 754
(1,010 business views)



New LinkedIn Followers: 5
(325 total)