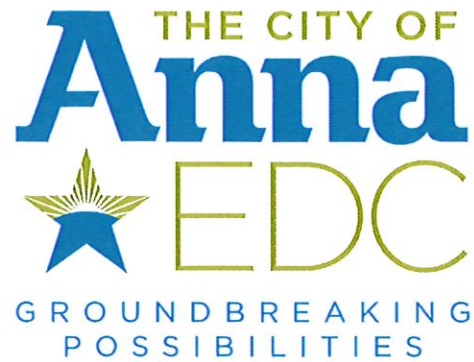
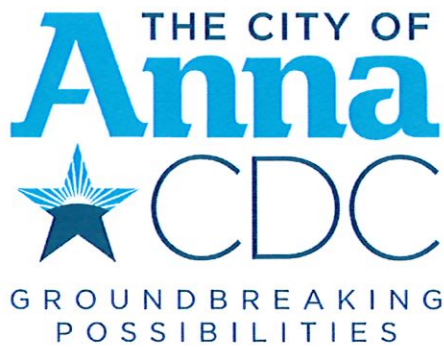




**MEETING AGENDA
ANNA COMMUNITY DEVELOPMENT CORPORATION
AND
ANNA ECONOMIC DEVELOPMENT CORPORATION**

Thursday, April 1, 2021 @ 6:00 PM

The EDC/CDC of the City of Anna will meet at 6:00 PM, on April 1, 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.
5. **Consider/Discuss/Act on approving minutes from the March 4, 2021 EDC Meeting. (EDC)**
6. **Consider/Discuss/Act on approving minutes from the March 4, 2021 CDC Meeting. (CDC)**
7. **Consider/Discuss/Act on accepting the resignation of Doris Pierce from the EDC Board.**
8. **Consider/Discuss/Act on accepting the resignation of Doris Pierce from the CDC Board.**
9. **Consider/Discuss/Act on approving a resolution amending a contract with Carey Cox Real Estate for real estate representation. (CDC)**

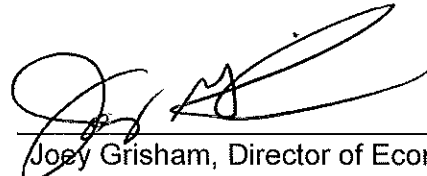
IMPORTANT LEGAL NOTICE: The Corporation may vote and/or act upon each of the items listed in this agenda. The Corporation reserves the right to retire into executive session concerning any of the items listed on this agenda, whenever it is considered necessary and legally justified under the Open Meetings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

10. **Consider/Discuss/Act on approving a resolution amending a contract with Carey Cox Real Estate for real estate representation. (EDC)**
11. **Consider/Discuss/Act on appointing an ex--officio member to the Greater Anna Chamber of Commerce Board of Directors. (CDC)**
12. **Director's Report (For Discussion Only)**
 - a. Sales Tax Update and Budget Report
 - b. Strategic Plan Update
 - c. New Commercial Projects
 - d. Joint Meeting with P&Z on Monday, April 5th
 - e. BR&E Update
 - f. D CEO Awards Event on Thursday, April 28 at Gilley's
 - g. Villages of Hurricane Creek Ribbon Cutting, April 27
13. **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.*
14. **Reconvene into open session and take any action on closed session items.**
15. **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.

15. **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 26, 2021.

A handwritten signature in black ink, appearing to read 'Joey Grisham', is written over a horizontal line.

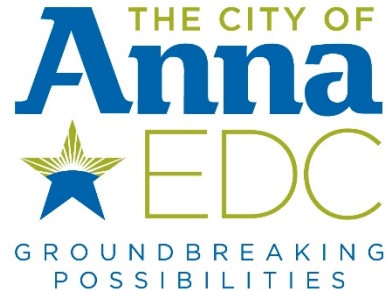
Joey Grisham, Director of Economic
Development

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, March 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, March 4, 2021 at the Anna City Hall Council Chambers, 111 N. Powell Pkwy. Anna, Texas 75409.

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

CDC and EDC Board Members Present: Anthony Richardson, Rocio Gonzalez, Bruce Norwood, Matthew Seago and Shane Williams. **CDC and EDC Board Members Absent:** Michelle Hawkins and Doris Pierce **Others Present:** Councilmember Lee Miller, Joey Grisham (Economic Development Director) and Taylor Lough (Economic Development 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. **Consider/Discuss/Act on approving minutes from the February 4, 2021 CDC Meeting. (CDC)**
5. **Consider/Discuss/Act on approving minutes from the February 4, 2021 EDC Meeting. (EDC)**
Shane Williams made a motion to approve the minutes on behalf of the CDC and EDC for the February Joint CDC and EDC Meeting. 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

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

Joey Grisham stated that he and CDC/EDC Board attorney, Clark McCoy, recently discussed some minor amendments to the recently approved Economic Development Incentive Policy. As multiple developers and businesses approach the city, having as much information as possible is critical in the process. The proposed amendments require the disclosure of additional information and filling out the Form 1295 Certificate of Interested Parties. The policy amendment states that 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.

Rocio Gonzalez made a motion on behalf of the EDC to approve a resolution adopting amendments to the Economic Development Incentive Policy. Bruce Norwood seconded the motion. All were in favor. Motion passed.

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

Matthew Seago made a motion on behalf of the CDC to approve a resolution adopting amendments to the Economic Development Incentive Policy. Shane Williams seconded the motion. All were in favor. Motion passed.

8. Receive updates on the Anna Business Park

Joey Grisham provided an update regarding the history and purchase of the Anna Business Park, activity within the last two years, and cost projections for phase one road, water/wastewater extensions, signage, detention, and gas. He stated that installing Phase 1 infrastructure will help speed up the attraction businesses and speculative building developers. Her further outlined the financial status of the EDC and CDC and described the Business Park concept plan. The next step is the firm up cost and bring in the financial advisors for more discussions.

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

Joey Grisham explained that the architect and engineer had completed the tasks outlined in the proposal from Sept. 2020. The next step is for the engineer to update the survey and provide additional cost estimates on Phase 1 infrastructure.

Anthony Richardson made a motion on behalf of the EDC 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. Bruce Norwood seconded the motion. All were in favor. Motion passed.

10. Director's Report)

a. Sales Tax Update and Budget Report

Joey Grisham read the monthly increases in sales tax revenue as compared to the previous year.

Officers:

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

Staff:

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

b. Joint Meeting with P&Z Monday April 5th for Comprehensive Plan and Downtown Master Plan

A joint meeting with the Planning and Zoning Commission is planned for Monday, April 5th. More details including agenda, time, and location will be sent soon and posted online and at City Hall.

c. Strategic Plan Update

A February update was included in the packet.

d. New Commercial Projects

Construction activity is occurring at the Villages of Hurricane Creek and we expect a groundbreaking to be planned later this month. Multifamily and QuikTrip are expected to start soon west of US-75. The opening of the City Hall campus is planned for the end of the year.

e. City Bond Election May 1

On May 1, 2021 Anna voters will decide if the City should issue \$58 million in bonds. The ballot will have three propositions: A - \$8,000,000 for a fire station and equipment; B - \$22,000,000 for a community library; C - \$28,000,000 for parks and recreation improvements. The City of Anna has designated the Anna ISD Board Room, 201 E. 7th Street, Anna, Texas 75409 as the polling location for Election Day. More information is on the City's website: <https://www.annatexas.gov/1192/Bond-2021>

11. 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 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.

The Board did not move into closed session.

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

The Board did not move into closed session.

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

Officers:

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The Greater Anna Chamber of Commerce will be moving out of the Inc-Cube and into 218 W. 4th Street.

Bruce Norwood's Office, Five Star Realty and Hudson Title will have an open house on March 20th 2:00 p.m. to 6:00 p.m.

13. Adjourn.

Anthony Richardson made a motion to adjourn the meeting at 7:14 pm. Shane Williams seconded the motion. All were in favor. Motion passed.

APPROVED:

ATTESTED:

Anthony Richardson
President of CDC/EDC

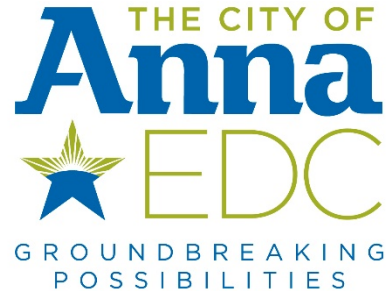
Rocio Gonzalez
Secretary of CDC/EDC

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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, March 4, 2021 at 6:00 pm

Anna City Hall, Council Chambers

111 N. Powell Parkway, Anna, Texas 75409

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CDC and EDC Board Members Present: Anthony Richardson, Rocio Gonzalez, Bruce Norwood, Matthew Seago and Shane Williams. **CDC and EDC Board Members Absent:** Michelle Hawkins and Doris Pierce **Others Present:** Councilmember Lee Miller, Joey Grisham (Economic Development Director) and Taylor Lough (Economic Development 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. **Consider/Discuss/Act on approving minutes from the February 4, 2021 CDC Meeting. (CDC)**
5. **Consider/Discuss/Act on approving minutes from the February 4, 2021 EDC Meeting. (EDC)**
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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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Anthony Richardson made a motion on behalf of the EDC 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. Bruce Norwood seconded the motion. All were in favor. Motion passed.

10. Director's Report)

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Officers:

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11. CLOSED SESSION (exceptions):

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- C. **Discuss or deliberate Economic Development Negotiations:**
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The Board did not move into closed session.

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

The Board did not move into closed session.

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Bruce Norwood's Office, Five Star Realty and Hudson Title will have an open house on March 20th 2:00 p.m. to 6:00 p.m.

13. Adjourn.

Anthony Richardson made a motion to adjourn the meeting at 7:14 pm. Shane Williams seconded the motion. All were in favor. Motion passed.

APPROVED:

ATTESTED:

Anthony Richardson
President of CDC/EDC

Rocio Gonzalez
Secretary of CDC/EDC



Item No. 6.

EDC/CDC Agenda
Staff Report

Meeting Date: 4/1/2021
Staff Contact:

AGENDA ITEM:

Consider/Discuss/Act on accepting the resignation of Doris Pierce from the EDC Board.

SUMMARY:

STAFF RECOMMENDATION:

ATTACHMENTS:

1. Re_ Resignation

From: Doris PIERCE
To: Clark McCoy
Cc: Anthony Richardson; Carrie Land; Joey Grisham
Subject: Re: Resignation
Date: Friday, March 5, 2021 9:30:26 AM
Attachments: image001.png
image002.png

Anthony,

It is with great sadness that I submit my resignation from the Anna EDC/CDC board effective immediately. A move to Oklahoma removes my eligibility to be a part of this excellent team.

Warmly,

Doris Pierce

On Mar 5, 2021, at 7:45 AM, Clark McCoy <cmccoy@wtmlaw.net> wrote:

Anthony,

It would be ideal to have a separate short email from Doris to you stating the effective date of her resignation from the Boards. The Boards can then take action to accept the resignations at the next meeting.

Clark McCoy | cmccoy@wtmlaw.net | www.wtmlaw.net | T 972 712 3530 | F 972 712 3540

Direct Dial 214 620 9005

Wolfe, Tidwell & McCoy, LLP
2591 Dallas Parkway | Suite 300 | Frisco, Texas 75034

THIS MESSAGE AND ANY ATTACHMENT(S) MAY BE SUBJECT TO LEGAL PRIVILEGE. ONLY THE INTENDED RECIPIENT(S), OR PERSONS AUTHORIZED TO RECEIVE FOR THE INTENDED RECIPIENT(S), MAY USE, DISCLOSE, COPY, OR RETAIN THIS INFORMATION. IF YOU BELIEVE YOU MAY HAVE RECEIVED THIS INFORMATION IN ERROR, PLEASE GIVE NOTICE BY IMMEDIATELY REPLYING TO THIS MESSAGE AND DELETE THE ORIGINAL MESSAGE.

From: Anthony Richardson <anthony@opportunityannatx.com>
Sent: Thursday, March 4, 2021 11:23 PM
To: toberpierce@msn.com
Cc: Clark McCoy <cmccoy@wtmlaw.net>; Carrie Land <ccland@annatexas.gov>; Joey Grisham <jgrisham@annatexas.gov>
Subject: Re: Question

+Carrie Land and Joey Grisham

We understand Doris, and as Clark concluded, "wishing you the very best..."

No need for the food (thanks for the thought though)...Is Hutchins back open? I know they suffered a fire that closed operations. Not sure if that was permanent (for that location) or temporary.

Clark - For closure, may we use Doris' remarks in this email as a formal resignation?

Thanks Always,

Anthony D. Richardson, MPA
President
City of Anna | 214-831-5321
312 N. Powell Pkwy | P.O. Box 776
Anna, TX 75409 | <https://opportunityannatx.com>

<image001.png>

<image002.png>

Why locate your business in Anna?

- Located on U.S 75 and SH 5 (traffic counts exceed 70,000 cars per day on U.S. 75)
- One of the fastest-growing cities in North Texas
- Excellent schools
- Access to an educated workforce
- CDC owns an 85-acre business park with infrastructure
- Ample available sites for an array of uses: residential; retail/restaurants/entertainment; medical; office; mixed-use; and light industrial

On Mar 4, 2021, at 9:03 PM, Doris PIERCE <toberpierce@msn.com> wrote:

Thank you Clark. Your insight, expertise and knowledge of the law as it applies to board members has been phenomenal and I know we've all depended on you many a time. I will really miss working with you and hope we can still stay in touch, as I hope to be able to with all the board and staff I've so enjoyed getting to know.

Best to you also.

Get [Outlook for iOS](#)

From: Doris PIERCE <toberpierce@msn.com>
Sent: Thursday, March 4, 2021 5:44:38 PM
To: Clark McCoy <cmccoy@wtmlaw.net>
Cc: Anthony Richardson <anthony@opportunityannatx.com>
Subject: Re: Question

Anthony,

Thank you for your kind email.

Unfortunately, we are moving. We close on our house tmrw, spend a couple of weeks in Colorado and then move into a small farm in Oklahoma. It's just over the boarder, 45 min from Anna, and our jobs, friends and all other activities stay the same. It will just be a little longer drive.

I will not even be able to make it tonight! The buyers have moved up the walk-through tonight and we are scrambling to have everything clean for them..... you know is Germans!!

Pls feel free to let the other board members know what a terrible way to let everyone know. My mind has been a million place these last 4 weeks.

If you want, I can come to personally say my good byes at the next meeting. If you approve, I would bring Hutchins for everyone!

I have absolutely loved working with everyone and hope to have a chance to say goodbye bye personally.

My highest respect and admiration for you.

Doris

On Mar 4, 2021, at 5:21 PM, Clark McCoy <cmccoy@wtmlaw.net> wrote:

Anthony is correct. Under Charter Sec. 8.01 board members must be "...qualified voters in the City...". To be a qualified voter a person must reside within the City's corporate limits.

Wishing you the very best,

Clark McCoy | cmccoy@wtmlaw.net | www.wtmlaw.net | T 972 712 3530 | F 972 712 3540

[Direct Dial 214 620 9005](tel:2146209005)

Wolfe, Tidwell & McCoy, LLP
2591 Dallas Parkway | Suite 300 | Frisco, Texas 75034

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From: Anthony Richardson <anthony@opportunityannatx.com>
Sent: Thursday, March 4, 2021 5:15 PM
To: toberpierce@msn.com
Cc: Clark McCoy <cmccoy@wtmlaw.net>
Subject: Re: Question

Come on Doris...What are you telling me? Are you leaving?

To directly answer your question, one of the requirements for boards and commissions from the City of Anna Charter documents (and it may state this in the charter for the Anna CDC/EDC) is that board members must "reside" within Anna city limits...Although you have a business in Anna, it would not (unfortunately) met that standard.

I've included our beloved City Attorney (Clark McCoy) on this email reply to fill in any details and/or correct my response to you.

You are a great thinker, strategists, pragmatist, and overall good person. Would not like to lose you, but totally understand. Don't feel (and I don't think you do) any pressure. You make the best decision for you and your family as they come first (always)...the CDC/EDC will be okay.

Hope this helps. Let Clark or me know if you have any additional questions/comments.

All the best to you!

Thanks Always,

Anthony D. Richardson, MPA
President
City of Anna | 214-831-5321
312 N. Powell Pkwy | P.O. Box 776
Anna, TX 75409 | <https://opportunityannatx.com>

<image001.png>

<image002.png>

Why locate your business in Anna?

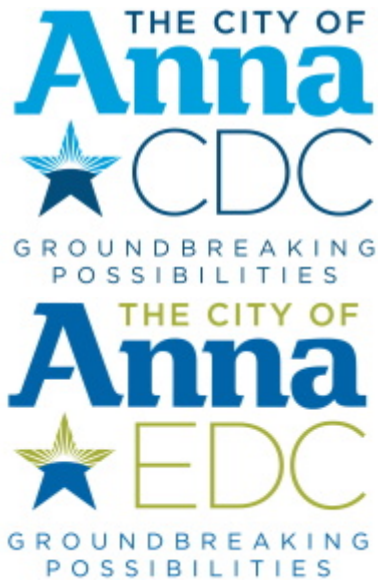
- Located on U.S 75 and SH 5 (traffic counts exceed 70,000 cars per day on U.S. 75)
- One of the fastest-growing cities in North Texas
- Excellent schools
- Access to an educated workforce
- CDC owns an 85-acre business park with infrastructure
- Ample available sites for an array of uses: residential; retail/restaurants/entertainment; medical; office; mixed-use; and light industrial

On Mar 4, 2021, at 2:00 PM, Doris PIERCE <toberpierce@msn.com> wrote:

Anthony,

If my home address changes (outside of Anna) but my business address remains in Anna, can I still be a board member?

Doris



Item No. 7.

EDC/CDC Agenda
Staff Report

Meeting Date: 4/1/2021
Staff Contact:

AGENDA ITEM:

Consider/Discuss/Act on accepting the resignation of Doris Pierce from the CDC Board.

SUMMARY:

STAFF RECOMMENDATION:

ATTACHMENTS:

1. Re_ Resignation

From: Doris PIERCE
To: Clark McCoy
Cc: Anthony Richardson; Carrie Land; Joey Grisham
Subject: Re: Resignation
Date: Friday, March 5, 2021 9:30:26 AM
Attachments: image001.png
image002.png

Anthony,

It is with great sadness that I submit my resignation from the Anna EDC/CDC board effective immediately. A move to Oklahoma removes my eligibility to be a part of this excellent team.

Warmly,

Doris Pierce

On Mar 5, 2021, at 7:45 AM, Clark McCoy <cmccoy@wtmlaw.net> wrote:

Anthony,

It would be ideal to have a separate short email from Doris to you stating the effective date of her resignation from the Boards. The Boards can then take action to accept the resignations at the next meeting.

Clark McCoy | cmccoy@wtmlaw.net | www.wtmlaw.net | T 972 712 3530 | F 972 712 3540

Direct Dial 214 620 9005

Wolfe, Tidwell & McCoy, LLP
2591 Dallas Parkway | Suite 300 | Frisco, Texas 75034

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From: Anthony Richardson <anthony@opportunityannatx.com>
Sent: Thursday, March 4, 2021 11:23 PM
To: toberpierce@msn.com
Cc: Clark McCoy <cmccoy@wtmlaw.net>; Carrie Land <ccland@annatexas.gov>; Joey Grisham <jgrisham@annatexas.gov>
Subject: Re: Question

+Carrie Land and Joey Grisham

We understand Doris, and as Clark concluded, "wishing you the very best..."

No need for the food (thanks for the thought though)...Is Hutchins back open? I know they suffered a fire that closed operations. Not sure if that was permanent (for that location) or temporary.

Clark - For closure, may we use Doris' remarks in this email as a formal resignation?

Thanks Always,

Anthony D. Richardson, MPA
President
City of Anna | 214-831-5321
312 N. Powell Pkwy | P.O. Box 776
Anna, TX 75409 | <https://opportunityannatx.com>

<image001.png>

<image002.png>

Why locate your business in Anna?

- Located on U.S 75 and SH 5 (traffic counts exceed 70,000 cars per day on U.S. 75)
- One of the fastest-growing cities in North Texas
- Excellent schools
- Access to an educated workforce
- CDC owns an 85-acre business park with infrastructure
- Ample available sites for an array of uses: residential; retail/restaurants/entertainment; medical; office; mixed-use; and light industrial

On Mar 4, 2021, at 9:03 PM, Doris PIERCE <toberpierce@msn.com> wrote:

Thank you Clark. Your insight, expertise and knowledge of the law as it applies to board members has been phenomenal and I know we've all depended on you many a time. I will really miss working with you and hope we can still stay in touch, as I hope to be able to with all the board and staff I've so enjoyed getting to know.

Best to you also.

Get [Outlook for iOS](#)

From: Doris PIERCE <toberpierce@msn.com>
Sent: Thursday, March 4, 2021 5:44:38 PM
To: Clark McCoy <cmccoy@wtmlaw.net>
Cc: Anthony Richardson <anthony@opportunityannatx.com>
Subject: Re: Question

Anthony,

Thank you for your kind email.

Unfortunately, we are moving. We close on our house tmrw, spend a couple of weeks in Colorado and then move into a small farm in Oklahoma. It's just over the boarder, 45 min from Anna, and our jobs, friends and all other activities stay the same. It will just be a little longer drive.

I will not even be able to make it tonight! The buyers have moved up the walk-through tonight and we are scrambling to have everything clean for them..... you know is Germans!!

Pls feel free to let the other board members know what a terrible way to let everyone know. My mind has been a million place these last 4 weeks.

If you want, I can come to personally say my good byes at the next meeting. If you approve, I would bring Hutchins for everyone!

I have absolutely loved working with everyone and hope to have a chance to say goodbye bye personally.

My highest respect and admiration for you.

Doris

On Mar 4, 2021, at 5:21 PM, Clark McCoy <cmccoy@wtmlaw.net> wrote:

Anthony is correct. Under Charter Sec. 8.01 board members must be "...qualified voters in the City...". To be a qualified voter a person must reside within the City's corporate limits.

Wishing you the very best,

Clark McCoy | cmccoy@wtmlaw.net | www.wtmlaw.net | T 972 712 3530 | F 972 712 3540

[Direct Dial 214 620 9005](tel:2146209005)

Wolfe, Tidwell & McCoy, LLP
2591 Dallas Parkway | Suite 300 | Frisco, Texas 75034

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From: Anthony Richardson <anthony@opportunityannatx.com>
Sent: Thursday, March 4, 2021 5:15 PM
To: toberpierce@msn.com
Cc: Clark McCoy <cmccoy@wtmlaw.net>
Subject: Re: Question

Come on Doris...What are you telling me? Are you leaving?

To directly answer your question, one of the requirements for boards and commissions from the City of Anna Charter documents (and it may state this in the charter for the Anna CDC/EDC) is that board members must "reside" within Anna city limits...Although you have a business in Anna, it would not (unfortunately) met that standard.

I've included our beloved City Attorney (Clark McCoy) on this email reply to fill in any details and/or correct my response to you.

You are a great thinker, strategists, pragmatist, and overall good person. Would not like to lose you, but totally understand. Don't feel (and I don't think you do) any pressure. You make the best decision for you and your family as they come first (always)...the CDC/EDC will be okay.

Hope this helps. Let Clark or me know if you have any additional questions/comments.

All the best to you!

Thanks Always,

Anthony D. Richardson, MPA
President
City of Anna | 214-831-5321
312 N. Powell Pkwy | P.O. Box 776
Anna, TX 75409 | <https://opportunityannatx.com>

<image001.png>

<image002.png>

Why locate your business in Anna?

- Located on U.S 75 and SH 5 (traffic counts exceed 70,000 cars per day on U.S. 75)
- One of the fastest-growing cities in North Texas
- Excellent schools
- Access to an educated workforce
- CDC owns an 85-acre business park with infrastructure
- Ample available sites for an array of uses: residential; retail/restaurants/entertainment; medical; office; mixed-use; and light industrial

On Mar 4, 2021, at 2:00 PM, Doris PIERCE <toberpierce@msn.com> wrote:

Anthony,

If my home address changes (outside of Anna) but my business address remains in Anna, can I still be a board member?

Doris



Item No. 8.

EDC/CDC Agenda
Staff Report

Meeting Date: 4/1/2021
Staff Contact:

AGENDA ITEM:

Consider/Discuss/Act on approving a resolution amending a contract with Carey Cox Real Estate for real estate representation. (CDC)

SUMMARY:

The time has come to renew our real estate contract with Carey Cox Real Estate as the listing broker for the Anna Business Park. Staff has been very pleased with the efforts of Carey Cox and recommends approval.

STAFF RECOMMENDATION:

On behalf of the CDC, I make a motion to approve the resolution amending the real estate contract with Carey Cox Real Estate.

ATTACHMENTS:

1. CDC Resolution for Carey Cox Agreement extension
2. Amendment
3. 85 Acres Listing Executed Agreement 4.25.19

ANNA COMMUNITY DEVELOPMENT CORPORATION

RESOLUTION NO. _____

**A RESOLUTION OF THE ANNA COMMUNITY DEVELOPMENT CORPORATION
APPROVING AND AUTHORIZING AN AMENDMENT TO A CONTRACT FOR REAL
ESTATE REPRESENTATION WITH CAREY COX REAL ESTATE**

WHEREAS, on April 22, 2019, the Anna Community Development Corporation (the "CDC") entered into that certain North Texas Commercial Association of Realtors Exclusive Listing Agreement for Sale or Lease attached hereto as **Exhibit 1** (the "Agreement") with Carey Cox Real Estate; and

WHEREAS, the CDC extended the listing term for an additional one (1) year period on April 9, 2020; and

WHEREAS, the Parties desire to extend the listing term of the Agreement for an additional one (1) year period;

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

Section 1. Recitals Incorporated.

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

Section 2. Adoption of Amendment to Extend Term of Agreement.

The CDC Board of Directors hereby approves amending the term of this Agreement by adding one (1) year as attached hereto and incorporated herein for all purposes as set forth in full.

Section 3. No Other Amendments.

The Agreement shall otherwise remain in full force and effect.

APPROVED:

ATTEST:

Anthony Richardson, CDC President

Rocio Gonzalez, CDC Secretary

AMENDMENT TO EXCLUSIVE LISTING AGREEMENT

This Amendment to the Exclusive Listing Agreement identified below (this "Amendment") is entered into on April 1, 2021 by and amongst Carey Cox Company, Anna Economic Development Corporation, and Anna Community Development Corporation (collectively, the "Parties").

WHEREAS, on April 22, 2019, the Parties entered into that certain North Texas Commercial Association of Realtors Exclusive Listing Agreement for Sale or Lease attached hereto as **Exhibit 1** (the "Agreement"); and

WHEREAS, the listing term of the Agreement was extended by both parties on April 9, 2020; and

WHEREAS, the Parties desire to extend the listing term of the Agreement for an additional one (1) year period;

NOW THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

Section 1. Recitals Incorporated.

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

Section 2. Amendment to Extend Term of Agreement.

The Parties agree to amend the first sentence of paragraph 2 on page one (1) of the Agreement to read as follows:

"2. **Listing Term.** The term of this Agreement (the 'Term') commences on its execution and will expire three (3) years from the Execution Date (the 'Expiration Date')."

Section 3. No Other Amendments.

The Agreement shall otherwise remain in full force and effect.

SIGNATURES:

OWNER:

Anna Economic Development Corporation
Anna Community Development Corporation

BROKER:

Carey Cox Company

By: _____
Anthony Richardson, President

By: _____
David Cox, Principal

Carey Cox Company
NORTH TEXAS COMMERCIAL ASSOCIATION OF REALTORS®
EXCLUSIVE LISTING AGREEMENT
FOR SALE OR LEASE

This Agreement is entered into by the undersigned owner(s) (the "**Owner**") and broker (the "**Broker**") regarding the property described as Abs A0033 D E W Babb Survey, Sheet 2, Tract 178, 85.571 Acres in Collin County, Texas, or as may be more particularly described on any attached **Exhibit "A", SURVEY AND/OR LEGAL DESCRIPTION**, together with the improvements located upon the property and owned by Owner (collectively, the "**Property**"). Owner desires to retain the services of Broker to help Owner sell and/or lease the Property. For valuable consideration, Owner and Broker agree as follows:

1. Appointment. Owner appoints Broker as Owner's agent for the Term (defined below), upon the terms and conditions in this Agreement, with the exclusive right to list and **[check all applicable boxes]** ☒ **sell** the Property, and/or ☐ **lease** the Property. Broker will assist Owner in the marketing of the Property and in the negotiating of a sale or lease agreement with any prospective purchaser or tenant (the "**Prospect**"). Broker may carry out Broker's duties under this Agreement through Broker's sales associates and other brokers ("**Cooperating Brokers**"). The term "**sale**" as used in this Agreement includes an exchange.

2. Listing Term. The term of this Agreement (the "**Term**") commences on its execution and will expire on 1 Year from Execution Date (the "**Expiration Date**"). Notwithstanding the foregoing, this Agreement may be terminated by either party hereto, with or without cause, by delivering prior written notice of such early termination to the other party. If so terminated, the Term shall be deemed to expire 60 days after said prior written notice is delivered.

3. Listing Price for Sale. The listing sales price of the Property is \$ TBD by Owner.

4. Listing Rent and Terms for Lease. The listing rental and terms of the Property for lease are:

Unless Owner agrees otherwise in a written lease, Owner will pay the following expenses **[check all applicable boxes]**:
☐ full services provided to tenant; ☐ real estate taxes; ☐ property insurance premiums; ☐ common area maintenance; ☐ maintenance of roof, foundation and structural soundness; ☐ all utilities; ☐ utilities except electricity; or none (absolute net lease).

5. Professional Service Fee.

a. Owner agrees to pay Broker a professional service fee (the "**Fee**") as set forth below **[check all applicable boxes]**:

☒ (i) **Sale.** (A) Six Point Zero percent (6.000 %) of the Sales Price of the Property; or
(B) \$ _____. The term "**Sales Price**" means the gross sales price of the Property, including the value of any other property given in exchange. Owner shall pay the Fee or cause the Fee to be paid to Broker at the closing of the sale.

☐ (ii) **Lease.** (A) _____ percent (____ %) of the aggregate rental provided in the lease (the "**Rental**"); or
(B) \$ _____

Owner shall pay the Fee or cause the Fee to be paid to Broker:

☐ one-half upon execution of a lease agreement and one-half upon possession of the Property by the Prospect; or

☐ _____.

If the Property is leased to a Prospect procured by a Cooperating Broker, then the Fee will be increased to 150% of the amount specified above.

b. The Fee is payable in the county in which the Property is located. Execution by the Owner of a contract or lease on any price, rental or terms other than as listed in this Agreement will not preclude Broker from collecting the Fee based upon the actual price or rental. Owner will pay the Fee upon the sale, exchange, lease or transfer

EXCLUSIVE LISTING AGREEMENT

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Carey Cox Company, P. O. Box 977 McKinney TX 75069

Phone: (972)562-8003

Fax:

85.57 Acres - Anna

of a legal or equitable interest in the Property (including a contract for deed) to a Prospect during the Term or during the Protection Period. In the event of an exchange of the Property, Broker may receive a professional service fee from each of the parties to the transaction, and the amount of the Fee paid by Owner pursuant to any exchange will be determined by the greater of the listing sales price or the agreed value of the Property as set forth in the exchange agreement. Owner authorizes any title company escrow officer, or any other person handling the closing of any transaction, to pay the Fee directly to Broker out of the proceeds at the closing.

6. Protection Period. As to transactions that close after the Expiration Date, Owner will pay the Fee to Broker upon the closing of a transaction with a Listed Prospect (defined below) if, within 180 days after the Expiration Date (the "**Protection Period**"), Owner: (i) executes a contract of sale or exchange with a Listed Prospect or (ii) otherwise agrees to transfer any legal or equitable interest in the Property to a Listed Prospect. The term "**Listed Prospect**" means a Prospect named on a written list of Prospects with whom Broker has had contact, not to exceed 20 names, delivered to Owner within 10 days after the Expiration Date, provided Broker (or a Cooperating Broker) during the Term: (i) procured the Prospect; (ii) engaged in negotiations with the Prospect; or (iii) showed the Property to the Prospect. If there is a pending agreement to sell or lease the Property (a "**Pending Transaction**") between Owner and a Prospect, including a contingency contract or an option agreement, and the Pending Transaction has not been closed and funded before the Expiration Date, then this Agreement will remain in effect as to the Pending Transaction until the earlier of: (i) the Pending Transaction closes and the Fee is paid to Broker; or (ii) the Pending Transaction expires or is terminated, and is not renewed or reinstated. The prospective purchaser or tenant in any Pending Transaction will automatically be deemed to be a Listed Prospect, in addition to any that might be set forth on any list of Prospects Broker may deliver to Owner. If Owner enters into a listing agreement with another real estate broker with respect to the Property after the Expiration Date, then Owner shall exclude the Listed Prospects from the other broker's listing agreement during the Protection Period.

7. Lease Renewal, Expansion or Sale.

- a. ~~**Renewal or Expansion.** Owner shall pay to Broker an additional professional service Fee covering the full period of any renewal, expansion, or new lease if, pursuant to the terms of any lease executed by Owner and a Prospect for all or part of the Property (the "**Lease**") the Prospect, or the Prospect's successors or assigns under the Lease: (i) exercises any right to renew the term of the Lease (whether contained in the Lease or in any amendment or other agreement); (ii) enters into a new lease with Owner for all or part of the Property; or (iii) enters into any lease, expansion, renewal or other rental agreement with Owner demising to the Prospect, or the Prospect's successors or assigns, any premises or property located on or constituting any part of any parcel of property owned by Owner adjacent to the Property or in the same building or project as the premises covered by the Lease. The additional Fee will be payable to Broker on the date of possession of the premises or property (or the additional premises or property) by the Prospect, or the Prospect's successors or assigns. The additional Fee will be computed on the same basis as provided in Section 5 above as if a new lease had been made for the additional period of time and/or premises.~~
- b. ~~**Sale to Tenant.** If a tenant who was a Prospect under this Agreement, or a successor or assignee, purchases the Property at any time, whether pursuant to a purchase option contained in the Lease or otherwise, then Owner shall pay to Broker, at the closing of the sale, a professional service fee in cash equal to _____ percent (_____ %) of the Sales Price.~~

8. Owner's Representations. Owner represents to Broker and agrees as follows:

- a. **Title.** Owner: (i) is the sole fee simple owner of the Property; (ii) is authorized and has the capacity to execute and deliver this Agreement; (iii) has the right and authority to convey good and indefeasible title to the Property; and (iv) has the right and authority to sell and lease the Property.
- b. **Legal Action.** Owner shall notify Broker in writing if any actions are brought, or Owner receives any written notices pertaining to, any foreclosures, lien claims, litigation, or condemnation proceedings with respect to the Property or any part of the Property.

EXCLUSIVE LISTING AGREEMENT

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- c. **Disclosures.** To Owner's knowledge, other than as disclosed to Broker in writing, the Property: (i) does not have any material latent, structural or construction defects; and (ii) is not contaminated with any toxic or hazardous substance in violation of applicable laws and regulations.
- d. **Cooperation.** Owner shall refer all inquiries about the Property to Broker, and Owner shall conduct negotiations with Prospects through Broker.
- e. **Indemnity.** Owner shall defend and indemnify Broker, Broker's sales associates and subagents against any liability and expense (including, but not limited to, reasonable attorney's fees) due to: (i) any incomplete, incorrect, misleading or inaccurate information furnished by Owner about the Property; or (ii) concealment by Owner of any material information about the Property.
- f. **Expenses.** Owner will promptly pay, or reimburse Broker for, those expenses incurred by Broker on behalf of Owner in advertising and marketing the Property that are specifically authorized by Owner, after receipt by Owner of a written statement of the authorized expenses.

9. Cooperating Brokers. Owner authorizes Broker to cooperate with and use the services of Cooperating Brokers and their sales associates from time to time. Broker may share a portion of the Fee with Cooperating Brokers, including Cooperating Brokers who may be acting as agents for Prospects. Owner shall pay the full amount of the Fee to Broker, and Broker may divide the Fee with Cooperating Brokers in proportions determined by Broker.

10. Broker's Authority.

- a. Broker will use such marketing techniques and devote such time and effort on Owner's behalf as Broker reasonably deems appropriate and necessary to attempt to achieve the timely sale or lease of the Property. Owner gives Broker the exclusive right to place advertising signs on the Property and to remove all other real estate signs. Owner authorizes Broker to list the Property in a computer network.
- b. Broker is authorized to enter upon the Property at reasonable times to show the Property to Prospects, Cooperating Brokers, inspectors, agents and contractors.
- c. Broker may use the listing information, Sales Price, Rental and terms information for Broker's market evaluation, networking and appraisal purposes, and for disclosing to other persons as Broker may deem desirable, including disclosing the information in a computer network.

11. Intermediary Relationship. If Exhibit "B", Intermediary Relationship, is attached to this Agreement, then Owner authorizes Broker to act as an intermediary as set forth in that exhibit.

12. Miscellaneous.

- a. **Notices.** Any notice under this Agreement must be in writing and will be deemed delivered on the earlier of: (i) actual receipt, if delivered in person or by messenger with evidence of delivery; (ii) receipt of a facsimile transmission ("Fax") with confirmation of delivery; or (iii) upon deposit with the United States Postal Service, certified mail, return receipt requested, postage prepaid, and properly addressed to the intended recipient at the address set forth below.
 - ☐ Owner also consents to receive any notices by email.
 - ☐ Broker also consents to receive any notices by email.
- b. **Right to Claim a Lien.** Pursuant to Chapter 62 of the Texas Property Code, Broker discloses Broker's right to claim a lien based on this Agreement. Owner will include a provision in any Lease as to which Broker is entitled to a Fee pursuant to this Agreement that confirms the agreement to pay the Fee to Broker.
- c. **Limitation of Liability.** Broker's liability for Broker's breach of this Agreement, negligence, or otherwise, is limited to the return of the Fee, if any, paid to Broker pursuant to this Agreement.
- d. **Options.** If Owner enters into an option agreement to sell or lease all or part of the Property to a Prospect during the Term or during the Protection Period, and Owner collects payments as consideration for the option,

EXCLUSIVE LISTING AGREEMENT

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then Owner shall pay to Broker, as option payments are received, a commission (the "**Option Commission**") in the amount of one-third (1/3) of each option payment as compensation earned by Broker for services rendered under this Agreement. The Option Commission will be non-refundable if the Prospect does not exercise the option, but if the Prospect exercises the option then the sum of the Option Commission paid to Broker will be credited toward Owner's obligation to pay the Fee to Broker upon the sale or lease of the Property.

- e. **Transfer of Interest in Owner.** ~~If Owner is a corporation, limited liability company, partnership or other entity, and the Property constitutes substantially all of the assets of Owner, then a transfer of a majority of the stock or other ownership interest in the entity will constitute a sale for purposes of this Agreement, and Owner shall pay the Fee to Broker based upon the value of the consideration given for the ownership interest transferred. This Agreement will continue in force after any such transfer, but the amount of any Fee paid to Broker as a result of any such transfer will be credited to the Fee payable to Broker upon any subsequent sale of the Property.~~
- f. **Related Persons.** For purposes of this Agreement, any person or entity related to a Prospect or a Listed Prospect by family or business relationship will also be deemed to be a Prospect or Listed Prospect.
- g. **Legal Expenses.** The prevailing party in any legal proceeding brought in relation to this Agreement is entitled to recover from the other party reasonable attorneys' fees, pre-judgment interest as allowed by law, and costs of collection, in addition to the Fee and any other recovery the prevailing party may be entitled to receive.
- h. **Severability.** If any provision of this Agreement is found by a court to be invalid or unenforceable, then the invalid or unenforceable provision will be deemed to be deleted from this Agreement, and the remainder of this Agreement will continue to be valid and enforceable.
- i. **Binding Effect.** This Agreement is binding upon and for the benefit of the parties to this Agreement and their successors, heirs and permitted assigns. This Agreement may not be assigned by either party without the written consent of the other party. This Agreement cannot be modified or terminated except by a written agreement executed by both parties. Each party acknowledges that they have read this Agreement and have had an opportunity to review it with an attorney of their choice.
- j. **Governing Law.** This Agreement will be governed by the laws of the State of Texas.
- k. **Description of Property.** If a more accurate description of the Property is set forth in any contract or Lease executed by Owner and any Prospect, or in any survey prepared pursuant to any contract or Lease, then the more accurate description will be deemed to be incorporated in this Agreement as the description of the Property.
- l. **Information About Brokerage Services.** Owner acknowledges receipt of the Information About Brokerage Services form attached to this Agreement as Exhibit "C".
- m. **Disclosure Notice.** If a completed Disclosure Notice is attached to this Agreement as Exhibit "D", then Owner has made a statement of the condition of the Property, to the best of Owner's knowledge, as set forth on the attached Exhibit "D".
- n. **Exhibits.** Any exhibits and addenda attached to this Agreement are incorporated as a part of this Agreement:
 - Exhibit "A" - Survey and/or Legal Description
 - Exhibit "B" - Intermediary Relationship Authorized
 - Exhibit "C" - Information About Brokerage Services
 - Exhibit "D" - Disclosure Notice

13. Special Provisions.

EXCLUSIVE LISTING AGREEMENT

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This Agreement is effective on the last date beneath the signatures below.

OWNER:

Anna Economic Development Corporation
Anna Community Development Corporation

By [Signature]: _____

Printed Name: Anthony Richardson

Title: Board President

Address: 111 N Powell Pkwy

Anna, TX 75409

Phone: _____

Fax: _____

Date: 4-22-19

BROKER:

Carey Cox Company

By [Signature]: _____

Printed Name: David Cox

Title: Principal

Address: 321 N. Central Expressway, Suite 370

McKinney, TX 75070

Telephone: (972)562-8003

Fax: (972)562-0594

Date: 4/22/19

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EXCLUSIVE LISTING AGREEMENT

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Carey Cox Company

EXHIBIT "A"

SURVEY AND/OR LEGAL DESCRIPTION

Abs A0033 D E W Babb Survey, Sheet 2, Tract 178, 85.571 Acres

EXCLUSIVE LISTING AGREEMENT

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Carey Cox Company, P. O. Box 977 McKinney TX 75070

Phone: (972)562-8003

Fax:

85.57 Acres - Anna

David Cox

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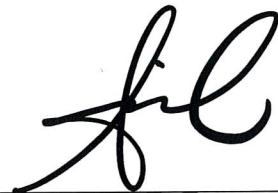
Carey Cox Company

EXHIBIT "B"

INTERMEDIARY RELATIONSHIP AUTHORIZED

- a. **Authorization.** Owner authorizes Broker to show the Property to Prospects represented by Broker. If any Prospect represented by Broker wishes to purchase or lease the Property, Owner authorizes Broker to act as an intermediary between Owner and the Prospect, and to assist both Owner and the Prospect in negotiations for the sale or lease of the Property. In that event, Broker's compensation will be paid by Owner in accordance with the terms of this Agreement, and Broker may also be paid a fee by the Prospect. **A broker, and any broker or salesperson appointed to communicate with and carry out instructions of one party, who acts as an intermediary is required to act fairly and impartially, and may not:**
- (i) disclose to the buyer or tenant that the seller or landlord will accept a price less than the asking price, unless otherwise instructed in a separate writing by the seller or landlord;
 - (ii) disclose to the seller or landlord that the buyer or tenant will pay a price greater than the price submitted in a written offer to the seller or landlord, unless otherwise instructed in a separate writing by the buyer or tenant;
 - (iii) disclose any confidential information, or any information a party specifically instructs the real estate broker in writing not to disclose, unless:
 - (a) the broker or salesperson is otherwise instructed in a separate writing by the respective party;
 - (b) the broker or salesperson is required to disclose the information by the Texas Real Estate License Act or a court order; or
 - (c) the information materially relates to the condition of the Property;
 - (iv) treat a party to the transaction dishonestly; or
 - (v) violate the Texas Real Estate License Act.
- b. **Appointments.** Broker is authorized to appoint, by providing written notice to the parties, a license holder associated with Broker to communicate with and carry out instructions of one party, and another license holder associated with Broker to communicate with and carry out instructions of the other party. An appointed license holder may provide opinions and advice during negotiations to the party to whom the license holder is appointed.

OWNER



Anthony Richardson, Board President

Anna Economic Development Corporation
Anna Community Development Corporation

EXCLUSIVE LISTING AGREEMENT

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EXHIBIT C

11-2-2015

Information About Brokerage Services

Texas law requires all real estate license holders to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

TYPES OF REAL ESTATE LICENSE HOLDERS:

- A **BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- A **SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of *each party* to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
 - o that the owner will accept a price less than the written asking price;
 - o that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
 - o any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

Carey Cox Company	385233	bcoc@careycoxcompany.com	972-562-8003
Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
William "Bill" Cox	341788	bcoc@careycoxcompany.com	972-562-8003
Designated Broker of Firm	License No.	Email	Phone
David Cox	472928	dcoc@careycoxcompany.com	972-562-8003
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
David Cox	472928	dcoc@careycoxcompany.com	972-562-8003
Sales Agent/Associate's Name	License No.	Email	Phone

Buyer/Tenant/Seller/Landlord Initials

Date

Carey Cox Company

EXHIBIT "D"

DISCLOSURE NOTICE

This Disclosure Notice (this "Notice") is a statement by Owner of the condition of the Property made as of the date of this Notice. This is not a substitute for any inspections any tenant or purchaser may make or for warranties that may be made by others. **To best of Owner's knowledge**, other than disclosed by Owner in this Notice: (1) the Property does not have any material latent, structural, or construction defects; (2) the Property is not contaminated with Hazardous Materials in violation of applicable laws and regulations; (3) none of the improvements on the Property has been constructed of materials known to be a potential health hazard to occupants of the Property; and (4) the following information is true and correct in all material respects, and Owner has included any material fact concerning the Property of which Owner is aware. **These representations are not warranties or guarantees by Owner.** Owner authorizes the Brokers to disclose to any tenant or purchaser all information about the condition of the Property whether disclosed to the Brokers by Owner orally or in writing (by this Notice or otherwise), or otherwise discovered. Owner shall advise any tenant or purchaser and the Brokers of any other material fact or condition, not reported here, that may arise or become known to Owner before the Closing. These representations are made by Owner only and are not representations of the Brokers. Owner acknowledges that any tenant or purchaser and the Brokers will be relying upon the accuracy and completeness of this information.

Please answer all questions. If the answer to any question is "Yes," explain on a separate sheet.

	N/A	YES	NO	UNKNOWN
1. Buildings and Improvements. Are there any defects or repairs needed to the following?				
a. Roof, parapets, flashing, penetrations, chimneys, skylights				
b. Air conditioning, refrigeration, heating, ventilating systems, air ducting, fans				
c. Foundation piers, slabs, grade beams, footings, retaining walls				
d. Floors, interiors, floor coverings, ceilings, millwork, partitions				
e. Exterior walls, curtain walls, weather proofing, caulking				
f. Structural components, columns, trusses, beams, bracing				
g. Electrical systems, wiring, lighting, fixtures and equipment				
h. Plumbing systems, piping, drains, valves, fixtures and equipment				
i. Elevators, escalators, overhead doors, other built-in mechanical equipment				
j. Windows, doors, plate glass, canopies, other architectural features				
k. Parking areas, driveways, steps, walks, curbs and other pavements				
l. Landscaping, irrigation systems, embankments, fences, signs				
2. Hazardous Materials. Have there been any Hazardous Materials:				
a. Released or deposited on or under or about the Property, or leaking on or from the Property?				
b. Used in the construction of the improvements or in finishing materials?				
c. Released or deposited on or leaking from other properties contiguous to the Property?				
3. Subsurface Conditions.				
a. Are there any material soil, geological, groundwater, or foundation problems?				
b. Are there underground storage tanks or leaking pipes on the Property?				
c. Is the Property situated in a wetland or over a garbage dump or waste landfill?				

EXCLUSIVE LISTING AGREEMENT

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N/A YES NO UNKNOWN

4. Special Conditions.

- a. Are there any public or private easements or agreements for utilities or access?
- b. Is the property flood prone or located in a 100-year flood plain?
- c. Are there any violations of building codes, zoning ordinances, EPA regulations, OSHA regulations, or Texas Commission on Environmental Quality rules?
- d. Are there any violations of Deed Restrictions covering the Property?
- e. Are there any threatened condemnations by public authorities or utility companies, including planned streets, highways, railroads, utilities, or development projects?
- f. Is the Property located in a historical district or planned development district?
- g. Is the Property in any special zoning district or under a specific use permit?
- h. Are there any pending changes in zoning or in the physical condition of the Property?
- i. Is the Property subject to membership in a property owners' association or dues?

✓
✓
✓
✓
✓
✓
✓
✓
✓

5. Utilities Present. (*Strike those not on the Property*): City Water; Sanitary Sewer; Storm Drainage; Natural Gas; Electricity.

OWNER:

Anna Economic Development Corporation; Anna Community Development Corporation

By: 
Anthony Richardson, Board President

Date: _____

EXCLUSIVE LISTING AGREEMENT

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Item No. 9.

EDC/CDC Agenda
Staff Report

Meeting Date: 4/1/2021
Staff Contact:

AGENDA ITEM:

Consider/Discuss/Act on approving a resolution amending a contract with Carey Cox Real Estate for real estate representation. (EDC)

SUMMARY:

The time has come to renew our real estate contract with Carey Cox Real Estate as the listing broker for the Anna Business Park. Staff has been very pleased with the efforts of Carey Cox and recommends approval.

STAFF RECOMMENDATION:

On behalf of the EDC, I make a motion to approve a resolution amending the real estate contract with Carey Cox Real Estate.

ATTACHMENTS:

1. EDC Resolution for Carey Cox Agreement extension
2. Amendment
3. 85 Acres Listing Executed Agreement 4.25.19

ANNA ECONOMIC DEVELOPMENT CORPORATION

RESOLUTION NO. _____

**A RESOLUTION OF THE ANNA ECONOMIC DEVELOPMENT CORPORATION
APPROVING AND AUTHORIZING AN AMENDMENT TO A CONTRACT FOR REAL
ESTATE REPRESENTATION WITH CAREY COX REAL ESTATE**

WHEREAS, on April 22, 2019, the Anna Economic Development Corporation (the “EDC”) entered into that certain North Texas Commercial Association of Realtors Exclusive Listing Agreement for Sale or Lease attached hereto as **Exhibit 1** (the “Agreement”) with Carey Cox Real Estate; and

WHEREAS, the EDC extended the listing term for an additional one (1) year period on April 9, 2020; and

WHEREAS, the Parties desire to extend the listing term of the Agreement for an additional one (1) year period;

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

Section 1. Recitals Incorporated.

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

Section 2. Adoption of Amendment to Extend Term of Agreement.

The EDC Board of Directors hereby approves amending the term of this Agreement by adding one (1) year as attached hereto and incorporated herein for all purposes as set forth in full.

Section 3. No Other Amendments.

The Agreement shall otherwise remain in full force and effect.

APPROVED:

ATTEST:

Anthony Richardson, EDC President

Rocio Gonzalez, EDC Secretary

AMENDMENT TO EXCLUSIVE LISTING AGREEMENT

This Amendment to the Exclusive Listing Agreement identified below (this "Amendment") is entered into on April 1, 2021 by and amongst Carey Cox Company, Anna Economic Development Corporation, and Anna Community Development Corporation (collectively, the "Parties").

WHEREAS, on April 22, 2019, the Parties entered into that certain North Texas Commercial Association of Realtors Exclusive Listing Agreement for Sale or Lease attached hereto as **Exhibit 1** (the "Agreement"); and

WHEREAS, the listing term of the Agreement was extended by both parties on April 9, 2020; and

WHEREAS, the Parties desire to extend the listing term of the Agreement for an additional one (1) year period;

NOW THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

Section 1. Recitals Incorporated.

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

Section 2. Amendment to Extend Term of Agreement.

The Parties agree to amend the first sentence of paragraph 2 on page one (1) of the Agreement to read as follows:

"2. **Listing Term.** The term of this Agreement (the 'Term') commences on its execution and will expire three (3) years from the Execution Date (the 'Expiration Date')."

Section 3. No Other Amendments.

The Agreement shall otherwise remain in full force and effect.

SIGNATURES:

OWNER:

Anna Economic Development Corporation
Anna Community Development Corporation

BROKER:

Carey Cox Company

By: _____
Anthony Richardson, President

By: _____
David Cox, Principal

Carey Cox Company
NORTH TEXAS COMMERCIAL ASSOCIATION OF REALTORS®
EXCLUSIVE LISTING AGREEMENT
FOR SALE OR LEASE

This Agreement is entered into by the undersigned owner(s) (the "**Owner**") and broker (the "**Broker**") regarding the property described as Abs A0033 D E W Babb Survey, Sheet 2, Tract 178, 85.571 Acres in Collin County, Texas, or as may be more particularly described on any attached **Exhibit "A", SURVEY AND/OR LEGAL DESCRIPTION**, together with the improvements located upon the property and owned by Owner (collectively, the "**Property**"). Owner desires to retain the services of Broker to help Owner sell and/or lease the Property. For valuable consideration, Owner and Broker agree as follows:

1. Appointment. Owner appoints Broker as Owner's agent for the Term (defined below), upon the terms and conditions in this Agreement, with the exclusive right to list and **[check all applicable boxes]** ☒ **sell** the Property, and/or ☐ **lease** the Property. Broker will assist Owner in the marketing of the Property and in the negotiating of a sale or lease agreement with any prospective purchaser or tenant (the "**Prospect**"). Broker may carry out Broker's duties under this Agreement through Broker's sales associates and other brokers ("**Cooperating Brokers**"). The term "**sale**" as used in this Agreement includes an exchange.

2. Listing Term. The term of this Agreement (the "**Term**") commences on its execution and will expire on 1 Year from Execution Date (the "**Expiration Date**"). Notwithstanding the foregoing, this Agreement may be terminated by either party hereto, with or without cause, by delivering prior written notice of such early termination to the other party. If so terminated, the Term shall be deemed to expire 60 days after said prior written notice is delivered.

3. Listing Price for Sale. The listing sales price of the Property is \$ TBD by Owner.

4. Listing Rent and Terms for Lease. The listing rental and terms of the Property for lease are:

Unless Owner agrees otherwise in a written lease, Owner will pay the following expenses **[check all applicable boxes]**:
☐ full services provided to tenant; ☐ real estate taxes; ☐ property insurance premiums; ☐ common area maintenance; ☐ maintenance of roof, foundation and structural soundness; ☐ all utilities; ☐ utilities except electricity; or none (absolute net lease).

5. Professional Service Fee.

a. Owner agrees to pay Broker a professional service fee (the "**Fee**") as set forth below **[check all applicable boxes]**:

☒ (i) **Sale.** (A) Six Point Zero percent (6.000 %) of the Sales Price of the Property; or
(B) \$ _____. The term "**Sales Price**" means the gross sales price of the Property, including the value of any other property given in exchange. Owner shall pay the Fee or cause the Fee to be paid to Broker at the closing of the sale.

☐ (ii) **Lease.** (A) _____ percent (____ %) of the aggregate rental provided in the lease (the "**Rental**"); or
(B) \$ _____

Owner shall pay the Fee or cause the Fee to be paid to Broker:

☐ one-half upon execution of a lease agreement and one-half upon possession of the Property by the Prospect; or

☐ _____

If the Property is leased to a Prospect procured by a Cooperating Broker, then the Fee will be increased to 150% of the amount specified above.

b. The Fee is payable in the county in which the Property is located. Execution by the Owner of a contract or lease on any price, rental or terms other than as listed in this Agreement will not preclude Broker from collecting the Fee based upon the actual price or rental. Owner will pay the Fee upon the sale, exchange, lease or transfer

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Carey Cox Company, P. O. Box 977 McKinney TX 75069

Phone: (972)562-8003

Fax:

85.57 Acres - Anna

of a legal or equitable interest in the Property (including a contract for deed) to a Prospect during the Term or during the Protection Period. In the event of an exchange of the Property, Broker may receive a professional service fee from each of the parties to the transaction, and the amount of the Fee paid by Owner pursuant to any exchange will be determined by the greater of the listing sales price or the agreed value of the Property as set forth in the exchange agreement. Owner authorizes any title company escrow officer, or any other person handling the closing of any transaction, to pay the Fee directly to Broker out of the proceeds at the closing.

6. Protection Period. As to transactions that close after the Expiration Date, Owner will pay the Fee to Broker upon the closing of a transaction with a Listed Prospect (defined below) if, within 180 days after the Expiration Date (the "**Protection Period**"), Owner: (i) executes a contract of sale or exchange with a Listed Prospect or (ii) otherwise agrees to transfer any legal or equitable interest in the Property to a Listed Prospect. The term "**Listed Prospect**" means a Prospect named on a written list of Prospects with whom Broker has had contact, not to exceed 20 names, delivered to Owner within 10 days after the Expiration Date, provided Broker (or a Cooperating Broker) during the Term: (i) procured the Prospect; (ii) engaged in negotiations with the Prospect; or (iii) showed the Property to the Prospect. If there is a pending agreement to sell or lease the Property (a "**Pending Transaction**") between Owner and a Prospect, including a contingency contract or an option agreement, and the Pending Transaction has not been closed and funded before the Expiration Date, then this Agreement will remain in effect as to the Pending Transaction until the earlier of: (i) the Pending Transaction closes and the Fee is paid to Broker; or (ii) the Pending Transaction expires or is terminated, and is not renewed or reinstated. The prospective purchaser or tenant in any Pending Transaction will automatically be deemed to be a Listed Prospect, in addition to any that might be set forth on any list of Prospects Broker may deliver to Owner. If Owner enters into a listing agreement with another real estate broker with respect to the Property after the Expiration Date, then Owner shall exclude the Listed Prospects from the other broker's listing agreement during the Protection Period.

7. ~~Lease Renewal, Expansion or Sale.~~

- a. ~~**Renewal or Expansion.** Owner shall pay to Broker an additional professional service Fee covering the full period of any renewal, expansion, or new lease if, pursuant to the terms of any lease executed by Owner and a Prospect for all or part of the Property (the "**Lease**") the Prospect, or the Prospect's successors or assigns under the Lease: (i) exercises any right to renew the term of the Lease (whether contained in the Lease or in any amendment or other agreement); (ii) enters into a new lease with Owner for all or part of the Property; or (iii) enters into any lease, expansion, renewal or other rental agreement with Owner demising to the Prospect, or the Prospect's successors or assigns, any premises or property located on or constituting any part of any parcel of property owned by Owner adjacent to the Property or in the same building or project as the premises covered by the Lease. The additional Fee will be payable to Broker on the date of possession of the premises or property (or the additional premises or property) by the Prospect, or the Prospect's successors or assigns. The additional Fee will be computed on the same basis as provided in Section 5 above as if a new lease had been made for the additional period of time and/or premises.~~
- b. ~~**Sale to Tenant.** If a tenant who was a Prospect under this Agreement, or a successor or assignee, purchases the Property at any time, whether pursuant to a purchase option contained in the Lease or otherwise, then Owner shall pay to Broker, at the closing of the sale, a professional service fee in cash equal to _____ percent (_____ %) of the Sales Price.~~

8. Owner's Representations. Owner represents to Broker and agrees as follows:

- a. **Title.** Owner: (i) is the sole fee simple owner of the Property; (ii) is authorized and has the capacity to execute and deliver this Agreement; (iii) has the right and authority to convey good and indefeasible title to the Property; and (iv) has the right and authority to sell and lease the Property.
- b. **Legal Action.** Owner shall notify Broker in writing if any actions are brought, or Owner receives any written notices pertaining to, any foreclosures, lien claims, litigation, or condemnation proceedings with respect to the Property or any part of the Property.

EXCLUSIVE LISTING AGREEMENT

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- c. **Disclosures.** To Owner's knowledge, other than as disclosed to Broker in writing, the Property: (i) does not have any material latent, structural or construction defects; and (ii) is not contaminated with any toxic or hazardous substance in violation of applicable laws and regulations.
- d. **Cooperation.** Owner shall refer all inquiries about the Property to Broker, and Owner shall conduct negotiations with Prospects through Broker.
- e. **Indemnity.** Owner shall defend and indemnify Broker, Broker's sales associates and subagents against any liability and expense (including, but not limited to, reasonable attorney's fees) due to: (i) any incomplete, incorrect, misleading or inaccurate information furnished by Owner about the Property; or (ii) concealment by Owner of any material information about the Property.
- f. **Expenses.** Owner will promptly pay, or reimburse Broker for, those expenses incurred by Broker on behalf of Owner in advertising and marketing the Property that are specifically authorized by Owner, after receipt by Owner of a written statement of the authorized expenses.

9. Cooperating Brokers. Owner authorizes Broker to cooperate with and use the services of Cooperating Brokers and their sales associates from time to time. Broker may share a portion of the Fee with Cooperating Brokers, including Cooperating Brokers who may be acting as agents for Prospects. Owner shall pay the full amount of the Fee to Broker, and Broker may divide the Fee with Cooperating Brokers in proportions determined by Broker.

10. Broker's Authority.

- a. Broker will use such marketing techniques and devote such time and effort on Owner's behalf as Broker reasonably deems appropriate and necessary to attempt to achieve the timely sale or lease of the Property. Owner gives Broker the exclusive right to place advertising signs on the Property and to remove all other real estate signs. Owner authorizes Broker to list the Property in a computer network.
- b. Broker is authorized to enter upon the Property at reasonable times to show the Property to Prospects, Cooperating Brokers, inspectors, agents and contractors.
- c. Broker may use the listing information, Sales Price, Rental and terms information for Broker's market evaluation, networking and appraisal purposes, and for disclosing to other persons as Broker may deem desirable, including disclosing the information in a computer network.

11. Intermediary Relationship. If Exhibit "B", Intermediary Relationship, is attached to this Agreement, then Owner authorizes Broker to act as an intermediary as set forth in that exhibit.

12. Miscellaneous.

- a. **Notices.** Any notice under this Agreement must be in writing and will be deemed delivered on the earlier of: (i) actual receipt, if delivered in person or by messenger with evidence of delivery; (ii) receipt of a facsimile transmission ("Fax") with confirmation of delivery; or (iii) upon deposit with the United States Postal Service, certified mail, return receipt requested, postage prepaid, and properly addressed to the intended recipient at the address set forth below.
 - ☐ Owner also consents to receive any notices by email.
 - ☐ Broker also consents to receive any notices by email.
- b. **Right to Claim a Lien.** Pursuant to Chapter 62 of the Texas Property Code, Broker discloses Broker's right to claim a lien based on this Agreement. Owner will include a provision in any Lease as to which Broker is entitled to a Fee pursuant to this Agreement that confirms the agreement to pay the Fee to Broker.
- c. **Limitation of Liability.** Broker's liability for Broker's breach of this Agreement, negligence, or otherwise, is limited to the return of the Fee, if any, paid to Broker pursuant to this Agreement.
- d. **Options.** If Owner enters into an option agreement to sell or lease all or part of the Property to a Prospect during the Term or during the Protection Period, and Owner collects payments as consideration for the option,

EXCLUSIVE LISTING AGREEMENT

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then Owner shall pay to Broker, as option payments are received, a commission (the "**Option Commission**") in the amount of one-third (1/3) of each option payment as compensation earned by Broker for services rendered under this Agreement. The Option Commission will be non-refundable if the Prospect does not exercise the option, but if the Prospect exercises the option then the sum of the Option Commission paid to Broker will be credited toward Owner's obligation to pay the Fee to Broker upon the sale or lease of the Property.

- e. **Transfer of Interest in Owner.** ~~If Owner is a corporation, limited liability company, partnership or other entity, and the Property constitutes substantially all of the assets of Owner, then a transfer of a majority of the stock or other ownership interest in the entity will constitute a sale for purposes of this Agreement, and Owner shall pay the Fee to Broker based upon the value of the consideration given for the ownership interest transferred. This Agreement will continue in force after any such transfer, but the amount of any Fee paid to Broker as a result of any such transfer will be credited to the Fee payable to Broker upon any subsequent sale of the Property.~~
- f. **Related Persons.** For purposes of this Agreement, any person or entity related to a Prospect or a Listed Prospect by family or business relationship will also be deemed to be a Prospect or Listed Prospect.
- g. **Legal Expenses.** The prevailing party in any legal proceeding brought in relation to this Agreement is entitled to recover from the other party reasonable attorneys' fees, pre-judgment interest as allowed by law, and costs of collection, in addition to the Fee and any other recovery the prevailing party may be entitled to receive.
- h. **Severability.** If any provision of this Agreement is found by a court to be invalid or unenforceable, then the invalid or unenforceable provision will be deemed to be deleted from this Agreement, and the remainder of this Agreement will continue to be valid and enforceable.
- i. **Binding Effect.** This Agreement is binding upon and for the benefit of the parties to this Agreement and their successors, heirs and permitted assigns. This Agreement may not be assigned by either party without the written consent of the other party. This Agreement cannot be modified or terminated except by a written agreement executed by both parties. Each party acknowledges that they have read this Agreement and have had an opportunity to review it with an attorney of their choice.
- j. **Governing Law.** This Agreement will be governed by the laws of the State of Texas.
- k. **Description of Property.** If a more accurate description of the Property is set forth in any contract or Lease executed by Owner and any Prospect, or in any survey prepared pursuant to any contract or Lease, then the more accurate description will be deemed to be incorporated in this Agreement as the description of the Property.
- l. **Information About Brokerage Services.** Owner acknowledges receipt of the Information About Brokerage Services form attached to this Agreement as Exhibit "C".
- m. **Disclosure Notice.** If a completed Disclosure Notice is attached to this Agreement as Exhibit "D", then Owner has made a statement of the condition of the Property, to the best of Owner's knowledge, as set forth on the attached Exhibit "D".
- n. **Exhibits.** Any exhibits and addenda attached to this Agreement are incorporated as a part of this Agreement:
 - Exhibit "A" - Survey and/or Legal Description
 - Exhibit "B" - Intermediary Relationship Authorized
 - Exhibit "C" - Information About Brokerage Services
 - Exhibit "D" - Disclosure Notice

13. Special Provisions.

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This Agreement is effective on the last date beneath the signatures below.

OWNER:

Anna Economic Development Corporation
Anna Community Development Corporation

By [Signature]: _____

Printed Name: Anthony Richardson

Title: Board President

Address: 111 N Powell Pkwy

Anna, TX 75409

Phone: _____

Fax: _____

Date: 4-22-19

BROKER:

Carey Cox Company

By [Signature]: _____

Printed Name: David Cox

Title: Principal

Address: 321 N. Central Expressway, Suite 370

McKinney, TX 75070

Telephone: (972)562-8003

Fax: (972)562-0594

Date: 4/22/19

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Carey Cox Company

EXHIBIT "A"

SURVEY AND/OR LEGAL DESCRIPTION

Abs A0033 D E W Babb Survey, Sheet 2, Tract 178, 85.571 Acres

EXCLUSIVE LISTING AGREEMENT

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Carey Cox Company, P. O. Box 977 McKinney TX 75070

Phone: (972)562-8003

Fax:

85.57 Acres - Anna

David Cox

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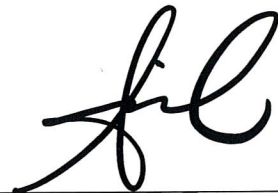
Carey Cox Company

EXHIBIT "B"

INTERMEDIARY RELATIONSHIP AUTHORIZED

- a. **Authorization.** Owner authorizes Broker to show the Property to Prospects represented by Broker. If any Prospect represented by Broker wishes to purchase or lease the Property, Owner authorizes Broker to act as an intermediary between Owner and the Prospect, and to assist both Owner and the Prospect in negotiations for the sale or lease of the Property. In that event, Broker's compensation will be paid by Owner in accordance with the terms of this Agreement, and Broker may also be paid a fee by the Prospect. **A broker, and any broker or salesperson appointed to communicate with and carry out instructions of one party, who acts as an intermediary is required to act fairly and impartially, and may not:**
- (i) disclose to the buyer or tenant that the seller or landlord will accept a price less than the asking price, unless otherwise instructed in a separate writing by the seller or landlord;
 - (ii) disclose to the seller or landlord that the buyer or tenant will pay a price greater than the price submitted in a written offer to the seller or landlord, unless otherwise instructed in a separate writing by the buyer or tenant;
 - (iii) disclose any confidential information, or any information a party specifically instructs the real estate broker in writing not to disclose, unless:
 - (a) the broker or salesperson is otherwise instructed in a separate writing by the respective party;
 - (b) the broker or salesperson is required to disclose the information by the Texas Real Estate License Act or a court order; or
 - (c) the information materially relates to the condition of the Property;
 - (iv) treat a party to the transaction dishonestly; or
 - (v) violate the Texas Real Estate License Act.
- b. **Appointments.** Broker is authorized to appoint, by providing written notice to the parties, a license holder associated with Broker to communicate with and carry out instructions of one party, and another license holder associated with Broker to communicate with and carry out instructions of the other party. An appointed license holder may provide opinions and advice during negotiations to the party to whom the license holder is appointed.

OWNER



Anthony Richardson, Board President

Anna Economic Development Corporation
Anna Community Development Corporation

EXCLUSIVE LISTING AGREEMENT

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EXHIBIT C

11-2-2015

Information About Brokerage Services

Texas law requires all real estate license holders to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

TYPES OF REAL ESTATE LICENSE HOLDERS:

- A **BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- A **SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of *each party* to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
 - o that the owner will accept a price less than the written asking price;
 - o that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
 - o any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

Carey Cox Company	385233	bc Cox@careycoxcompany.com	972-562-8003
Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
William "Bill" Cox	341788	bc Cox@careycoxcompany.com	972-562-8003
Designated Broker of Firm	License No.	Email	Phone
David Cox	472928	dc Cox@careycoxcompany.com	972-562-8003
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
David Cox	472928	dc Cox@careycoxcompany.com	972-562-8003
Sales Agent/Associate's Name	License No.	Email	Phone

Buyer/Tenant/Seller/Landlord Initials

Date

Carey Cox Company

EXHIBIT "D"

DISCLOSURE NOTICE

This Disclosure Notice (this "Notice") is a statement by Owner of the condition of the Property made as of the date of this Notice. This is not a substitute for any inspections any tenant or purchaser may make or for warranties that may be made by others. **To best of Owner's knowledge**, other than disclosed by Owner in this Notice: (1) the Property does not have any material latent, structural, or construction defects; (2) the Property is not contaminated with Hazardous Materials in violation of applicable laws and regulations; (3) none of the improvements on the Property has been constructed of materials known to be a potential health hazard to occupants of the Property; and (4) the following information is true and correct in all material respects, and Owner has included any material fact concerning the Property of which Owner is aware. **These representations are not warranties or guarantees by Owner.** Owner authorizes the Brokers to disclose to any tenant or purchaser all information about the condition of the Property whether disclosed to the Brokers by Owner orally or in writing (by this Notice or otherwise), or otherwise discovered. Owner shall advise any tenant or purchaser and the Brokers of any other material fact or condition, not reported here, that may arise or become known to Owner before the Closing. These representations are made by Owner only and are not representations of the Brokers. Owner acknowledges that any tenant or purchaser and the Brokers will be relying upon the accuracy and completeness of this information.

Please answer all questions. If the answer to any question is "Yes," explain on a separate sheet.

	N/A	YES	NO	UNKNOWN
1. Buildings and Improvements. Are there any defects or repairs needed to the following?				
a. Roof, parapets, flashing, penetrations, chimneys, skylights				
b. Air conditioning, refrigeration, heating, ventilating systems, air ducting, fans				
c. Foundation piers, slabs, grade beams, footings, retaining walls				
d. Floors, interiors, floor coverings, ceilings, millwork, partitions				
e. Exterior walls, curtain walls, weather proofing, caulking				
f. Structural components, columns, trusses, beams, bracing				
g. Electrical systems, wiring, lighting, fixtures and equipment				
h. Plumbing systems, piping, drains, valves, fixtures and equipment				
i. Elevators, escalators, overhead doors, other built-in mechanical equipment				
j. Windows, doors, plate glass, canopies, other architectural features				
k. Parking areas, driveways, steps, walks, curbs and other pavements				
l. Landscaping, irrigation systems, embankments, fences, signs				
2. Hazardous Materials. Have there been any Hazardous Materials:				
a. Released or deposited on or under or about the Property, or leaking on or from the Property?				
b. Used in the construction of the improvements or in finishing materials?				
c. Released or deposited on or leaking from other properties contiguous to the Property?				
3. Subsurface Conditions.				
a. Are there any material soil, geological, groundwater, or foundation problems?				
b. Are there underground storage tanks or leaking pipes on the Property?				
c. Is the Property situated in a wetland or over a garbage dump or waste landfill?				

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N/A YES NO UNKNOWN

4. Special Conditions.

- a. Are there any public or private easements or agreements for utilities or access?
- b. Is the property flood prone or located in a 100-year flood plain?
- c. Are there any violations of building codes, zoning ordinances, EPA regulations, OSHA regulations, or Texas Commission on Environmental Quality rules?
- d. Are there any violations of Deed Restrictions covering the Property?
- e. Are there any threatened condemnations by public authorities or utility companies, including planned streets, highways, railroads, utilities, or development projects?
- f. Is the Property located in a historical district or planned development district?
- g. Is the Property in any special zoning district or under a specific use permit?
- h. Are there any pending changes in zoning or in the physical condition of the Property?
- i. Is the Property subject to membership in a property owners' association or dues?

✓
✓
✓
✓
✓
✓
✓
✓
✓

5. Utilities Present. (*Strike those not on the Property*): City Water; Sanitary Sewer; Storm Drainage; Natural Gas; Electricity.

OWNER:

Anna Economic Development Corporation; Anna Community Development Corporation

By: 
Anthony Richardson, Board President

Date: _____

EXCLUSIVE LISTING AGREEMENT

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Item No. 10.

EDC/CDC Agenda
Staff Report

Meeting Date: 4/1/2021
Staff Contact:

AGENDA ITEM:

Consider/Discuss/Act on appointing an ex--officio member to the Greater Anna Chamber of Commerce Board of Directors. (CDC)

SUMMARY:

The adopted professional services agreement with the Greater Anna Chamber of Commerce includes the ability for the CDC Board to appoint an ex-officio member to the Greater Anna Chamber of Commerce Board of Directors. Board Member Doris Pierce's served in this capacity until her resignation in March.

The Greater Anna Chamber of Commerce Board of Directors meets on the third Tuesday of each month at 6:30 p.m.

According to the GACC website, the primary purposes of the GACC Board of Directors is to ensure the organization is on track with regard to meeting its goals, as well as to craft policies in support of those goals. The responsibilities of the Board of Directors include: 1. Support the Organization's Mission and Purpose 2. Select, support, and evaluate the Executive Director and performance 3. Ensure effective organizational planning 4. Ensure adequate resources for the organization 5. Manage resources effectively 6. Determine, guide, and monitor the organization's programs and services 7. Enhance the organization's public image

STAFF RECOMMENDATION:

ATTACHMENTS:



Item No. 11.

EDC/CDC Agenda
Staff Report

Meeting Date: 4/1/2021
Staff Contact:

AGENDA ITEM:

Director's Report (For Discussion Only)

- a. Sales Tax Update and Budget Report
- b. Strategic Plan Update
- c. New Commercial Projects
- d. Joint Meeting with P&Z on Monday, April 5th
- e. BR&E Update
- f. D CEO Awards Event on Thursday, April 28 at Gilley's
- g. Villages of Hurricane Creek Ribbon Cutting, April 27

SUMMARY:

STAFF RECOMMENDATION:

ATTACHMENTS:

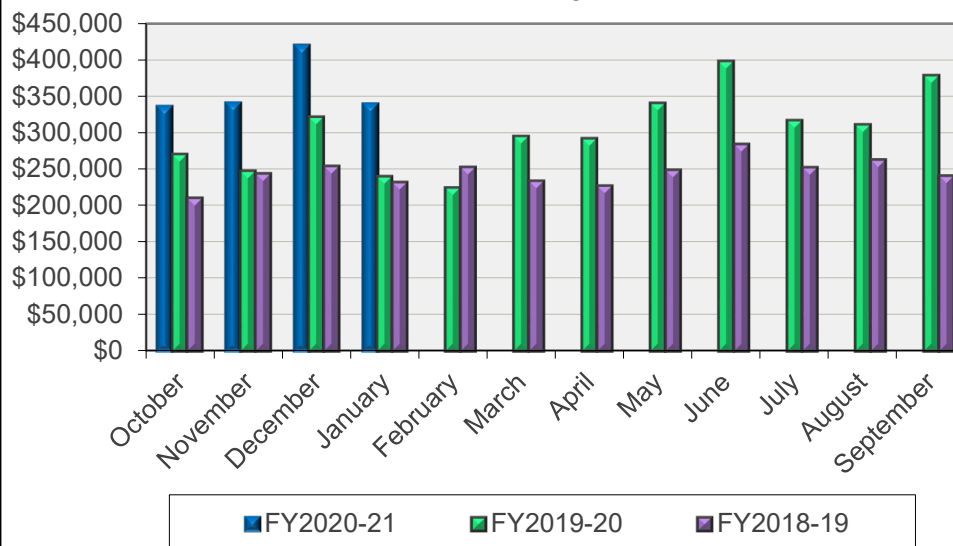
- 1. City 2021 Monthly Sales Tax Report
- 2. CDC SALES TAX COLLECTIONS FY21
- 3. FY2022 Fund Summaries EDC CDC Mar 4 2021

4. EDC Jan 2021 Financials
5. CDC Jan 2021 Financials
6. EDC Fun Period 5 February
7. CDC Fund Period 5 February
8. March MONTHLY ED Strategic Plan Update (1)
9. EDC Feb 2021 Financials
10. CDC Feb 2021 Financials
11. CDC & GACC Presentation 3-26-21

CITY OF ANNA
Schedule of Sales Tax Collections
For the month January 31, 2021

	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	338,879	41.3%	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
	\$ 1,433,808		\$ 3,634,108
Budget:	3,505,000	40.9%	3,048,942

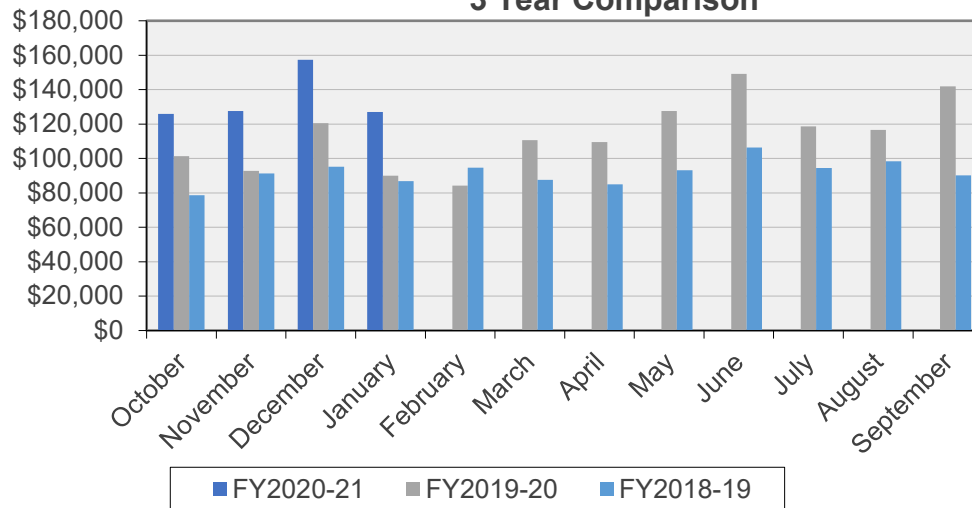
**Monthly Sales Tax Collections:
3 Year Comparison**



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	127,080	41.3%	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
	\$ 537,678		\$ 1,362,791

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



**CITY OF ANNA
ECONOMIC DEVELOPMENT CORPORATION
FY2021-22**

	Actual 2019-20	Budget 2020-21	Estimated 2020-21	Budget 2021-22
BEGINNING BALANCES	\$ 588,696	\$ 417,877	\$ 460,384	\$ 385,710
REVENUES:				
Property Taxes	\$ -	\$ -	\$ -	\$ -
Sales Tax	-	-	-	-
Charges for Services	10,243	17,476	17,476	10,000
Licenses and Permits	-	-	-	-
Franchise and Local Taxes	-	-	-	-
Investment Income	6,922	6,000	6,000	6,000
Other Revenues	1,500	1,500	1,500	1,500
Intergovernmental	-	-	-	-
Fines	-	-	-	-
Donations	-	-	-	-
TOTAL OPERATIONAL REVENUE	\$ 18,665	\$ 24,976	\$ 24,976	\$ 17,500
Transfers from other funds	-	-	-	-
TOTAL REVENUES	\$ 18,665	\$ 24,976	\$ 24,976	\$ 17,500
TOTAL AVAILABLE RESOURCES	\$ 607,361	\$ 442,853	\$ 485,360	\$ 403,210
EXPENDITURES:				
Payroll	\$ -	\$ -	\$ -	\$ -
Supplies	1,329	-	-	-
Maintenance	33	3,000	3,000	3,000
Services	145,615	96,650	96,650	96,650
Debt Service	-	-	-	-
Capital Outlay	-	-	-	-
Capital Improvement	-	-	-	-
Contingency	-	-	-	-
TOTAL OPERATIONAL EXPENDITURES	\$ 146,977	\$ 99,650	\$ 99,650	\$ 99,650
Transfers to other funds	-	-	-	-
TOTAL EXPENDITURES	\$ 146,977	\$ 99,650	\$ 99,650	\$ 99,650
ENDING FUND BALANCES	\$ 460,384	\$ 343,203	\$ 385,710	\$ 303,560
Fund Balance Percentage	313.2%	344.4%	387.1%	304.6%

**CITY OF ANNA
COMMUNITY DEVELOPMENT CORPORATION
FY2021-22**

	Actual 2019-20	Budget 2020-21	Estimated 2020-21	Budget 2021-22
BEGINNING BALANCES	\$ 978,731	\$ 1,192,604	\$ 1,393,074	\$ 1,393,074
REVENUES:				
Property Taxes	\$ -	\$ -	\$ -	\$ -
Sales Tax	1,362,791	1,300,000	1,300,000	1,500,000
Charges for Services	-	-	-	-
Licenses and Permits	-	-	-	-
Franchise and Local Taxes	-	-	-	-
Investment Income	11,588	11,140	11,140	11,140
Other Revenues	-	-	-	-
Intergovernmental	-	-	-	-
Fines	-	-	-	-
Donations	183	-	-	-
TOTAL OPERATIONAL REVENUE	\$ 1,374,562	\$ 1,311,140	\$ 1,311,140	\$ 1,511,140
Transfers from other funds	-	-	-	-
TOTAL REVENUES	\$ 1,374,562	\$ 1,311,140	\$ 1,311,140	\$ 1,511,140
TOTAL AVAILABLE RESOURCES	\$ 2,353,293	\$ 2,503,744	\$ 2,704,214	\$ 2,904,214
EXPENDITURES:				
Payroll	\$ 90,669	\$ 121,985	\$ 121,985	\$ 127,178
Supplies	3,943	7,100	7,100	7,100
Maintenance	-	-	-	-
Services	539,706	852,804	852,804	952,804
Debt Service	325,901	329,251	329,251	327,463
Capital Outlay	-	-	-	-
Capital Improvement	-	-	-	-
Contingency	-	-	-	-
TOTAL OPERATIONAL EXPENDITURES	\$ 960,219	\$ 1,311,140	\$ 1,311,140	\$ 1,414,545
Transfers to other funds	-	-	-	-
TOTAL EXPENDITURES	\$ 960,219	\$ 1,311,140	\$ 1,311,140	\$ 1,414,545
ENDING FUND BALANCES	\$ 1,393,074	\$ 1,192,604	\$ 1,393,074	\$ 1,489,669
Fund Balance Percentage	145.1%	91.0%	106.2%	105.3%

EDC Balance Sheet
For Period Ending 1/31/2021

*Unaudited - subject to change

		Beginning Balance 10/1/2020	Current Month Activity 1/31/2021	YTD Activity	Ending Balance 1/31/2021
Assets					
90-000-1010	Bank - Operating Funds	460,787.14	(671.34)	(3,155.32)	457,631.82
90-000-1011	Bank - Money Market & Savings Funds	-	-	-	-
90-000-1150	Accounts Receivable	44.24	-	(44.24)	-
90-000-1160	Accounts Receivable - Sales Tax	-	-	-	-
90-000-1202	Receivables - Due From General Fund	-	-	-	-
90-000-1215	Receivables - Local Business Loans	87,527.00	-	-	87,527.00
Total Assets		548,358.38	(671.34)	(3,199.56)	545,158.82
Liabilities					
90-000-2001	Accounts Payable	249.14	-	(249.14)	0.00
90-000-2005	Other Accounts Payable	200.00	-	-	200.00
90-000-2102	Payable - Due To General Fund(10)	-	-	-	-
90-000-2115	Deferred Revenue - Local Business Loans	87,527.00	-	-	87,527.00
90-000-2210	Retainage	-	-	-	-
90-000-2735	2011 CO's Current	-	-	-	-
90-000-2736	2011 CO's Non Current	-	-	-	-
Total Liabilities		87,976.14	-	(249.14)	87,727.00
Fund Balance					
90-000-3711	Fund Balance	460,382.24	(671.34)	(2,950.42)	457,431.82
Total Fund Balance		460,382.24	(671.34)	(2,950.42)	457,431.82

EDC Income Statement
For Period Ending 1/31/2021

**Current Month
Activity YTD Activity**

1/31/2021

Revenues

90-826-5350	Rental	489.27	4,513.88
90-826-5491	Gain on sales of Assets	-	-
90-826-5499	Miscellaneous Revenue	-	-
90-826-5530	Interest Revenue	214.14	850.21
90-826-5800	Transfers in	-	-
90-826-5853	Other Financial Source from Notes Payable	-	-
Total Revenues		<u>703.41</u>	<u>5,364.09</u>

Expenses

90-826-6209	Other Supplies - Misc.	-	-
90-826-6210	Clothing Supplies	-	-
90-826-6212	Postage	-	-
90-826-6303	Maint. & Repair - Buildings	-	450.00
90-826-6703	Contract Services	872.14	3,205.43
90-826-6708	IT Support Services	-	-
90-826-6722	Insurance - Property & Liability	-	1,050.00
90-826-6735	Promotion Expense	-	-
90-826-6753	Legal Expense	-	648.00
90-826-6755	Audit Expense	-	850.00
90-826-6780	Electricity	229.77	1,163.92
90-826-6781	Gas - Natural/Propane	116.28	323.47
90-826-6782	City Utilities Water/Sewer/Trash	-	-
90-826-6783	Telephones - Pagers	156.56	623.69
90-826-6799	Other Services - Misc.	-	-
90-826-6901	Construction in Progress	-	-
90-826-6931	Land & Improvements	-	-
90-826-9800	Transfer Out	-	-
Total Expenses		<u>1,374.75</u>	<u>8,314.51</u>
Net Income/Loss		<u>(671.34)</u>	<u>(2,950.42)</u>

[illegible]

[illegible]

City of Anna

Trial Balance

For Funds from 89 to 90
For the Fiscal Period 2021-4 Ending January 31, 2021

Economic Development Corporation (90)	Beginning Balance		Transactions		Ending Balance	
Account	Debit	Credit	Debit	Credit	Debit	Credit
90-000-1010 Bank - Operating Funds	458,303.16		703.41	1,374.75	457,631.82	
90-000-1150 Accounts Receivable	0.00		0.00	0.00	0.00	
90-000-1202 Receivables - Due From General F	0.00		0.00	0.00	0.00	
90-000-1215 Receivables - Local Business Loan	87,527.00		0.00	0.00	87,527.00	
90-000-2001 Accounts Payable		0.00	1,374.75	1,374.75		0.00
90-000-2005 Other Accounts Payable		200.00	0.00	0.00		200.00
90-000-2102 Payable - Due To General Fund(10		0.00	0.00	0.00		0.00
90-000-2115 Deferred Revenue - Local Business		87,527.00	0.00	0.00		87,527.00
90-000-3711 Fund Balance		460,382.24	0.00	0.00		460,382.24
90-826-5350 Rental		4,024.61	0.00	489.27		4,513.88
90-826-5491 Gain on sales of Assets		0.00	0.00	0.00		0.00
90-826-5499 Miscellaneous Revenue		0.00	0.00	0.00		0.00
90-826-5530 Interest Revenue		636.07	0.00	214.14		850.21
90-826-5800 Transfers In		0.00	0.00	0.00		0.00
90-826-6209 Other Supplies - Misc.	0.00		0.00	0.00	0.00	
90-826-6212 Postage	0.00		0.00	0.00	0.00	
90-826-6303 Maint. & Repair - Buildings	450.00		0.00	0.00	450.00	
90-826-6703 Contract Services	2,333.29		872.14	0.00	3,205.43	
90-826-6708 IT Support Services	0.00		0.00	0.00	0.00	
90-826-6722 Insurance - Property & Liability	1,050.00		0.00	0.00	1,050.00	
90-826-6735 Promotion Expense	0.00		0.00	0.00	0.00	
90-826-6753 Legal Expense	648.00		0.00	0.00	648.00	
90-826-6755 Audit Expense	850.00		0.00	0.00	850.00	
90-826-6780 Electricity	934.15		229.77	0.00	1,163.92	
90-826-6781 Gas - Natural/Propane	207.19		116.28	0.00	323.47	
90-826-6782 City Utilities Water/Sewer/Trash	0.00		0.00	0.00	0.00	
90-826-6783 Telecom	467.13		156.56	0.00	623.69	
90-826-6799 Other Services - Misc.	0.00		0.00	0.00	0.00	
90-826-6901 Construction in Progress	0.00		0.00	0.00	0.00	
90-826-6931 Land & Improvements	0.00		0.00	0.00	0.00	
90-826-9800 Transfers Out	0.00		0.00	0.00	0.00	
Totals:	552,769.92	552,769.92	3,452.91	3,452.91	553,473.33	553,473.33

City of Anna

Trial Balance

For Funds from 89 to 90

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

Economic Development Corporation (90) Account	Beginning Balance		Transactions		Ending Balance	
	Debit	Credit	Debit	Credit	Debit	Credit
	2,114,703.71	2,114,703.71	741,321.76	741,321.76	2,243,596.43	2,243,596.43
Grand Totals:						

CDC Balance Sheet
For Period Ending 1/31/2021

*Unaudited - subject to change

		Beginning Balance 10/1/2020	Current Month Activity 1/31/2021	YTD Activity	Ending Balance 1/31/2021
Assets					
89-000-1010	Bank - Operating Funds	1,105,666.52	(188,985.11)	35,255.63	1,140,922.15
89-000-1012	Bank - Restricted Funds	19,367.28	9.06	35.85	19,403.13
89-000-1150	Accounts Receivable	-	-	-	-
89-000-1160	Accounts Receivable - Sales Tax	258,403.09	-	(258,403.09)	-
89-000-1202	Receivables - Due From General Fund	-	-	-	-
89-000-1215	Receivables - Local Business Loans	91,310.00	-	-	91,310.00
Total Assets		1,474,746.89	(188,976.05)	(223,111.61)	1,251,635.28
Liabilities					
89-000-2001	Accounts Payable	37,526.98	-	(37,526.98)	-
89-000-2020	Federal W/H Tax Payable	(0.00)	-	-	(0.00)
89-000-2021	FICA Payable	-	-	-	-
89-000-2024	Flexible Spending Payable	-	-	-	-
89-000-2025	Deferred Compensation Payable	-	-	-	-
89-000-2026	TMRS Payable	-	-	-	-
89-000-2027	Health Insurance Payable	-	-	-	-
89-000-2029	Salaries Payable	2,834.56	-	(2,834.56)	-
89-000-2102	Payable - Due To General Fund(10)	-	-	-	-
89-000-2115	Deferred Revenue - Local Business Loans	41,310.00	-	-	41,310.00
Total Liabilities		81,671.54	-	(40,361.54)	41,310.00
Fund Balance					
89-000-3711	Fund Balance	1,301,765.35	(188,976.05)	(182,750.07)	1,119,015.28
89-000-3711	Fund Balance - Restricted	91,310.00	-	-	91,310.00
Total Fund Balance		1,393,075.35	(188,976.05)	(182,750.07)	1,210,325.28

CDC Income Statement
For Period Ending 1/31/2021

		Current Month Activity 1/31/2021	YTD Activity
Revenues			
89-825-5225	Sales Tax Revenue - General	127,558.52	253,353.63
89-825-5329	Donations	-	39.00
89-825-5499	Miscellaneous Revenue	-	-
89-825-5530	Interest Revenue	630.79	2,345.12
89-825-5800	Transfers in	-	-
89-825-5840	Bond Proceeds	-	-
Total Revenues		<u>128,189.31</u>	<u>255,737.75</u>
Expenses			
89-825-6101	Salaries	10,629.60	29,139.24
89-825-6114	Payroll Taxes-City Part FICA	813.18	2,446.04
89-825-6121	Health Insurance	97.42	389.68
89-825-6125	TMRs Retirement	1,507.28	4,542.43
89-825-6126	Unemployment	-	-
89-825-6127	Worker's Compensation	-	184.54
89-825-6129	Miscellaneous Payroll	-	-
89-825-6208	Office Supplies	104.59	104.59
89-825-6209	Other Supplies - Misc.	250.69	742.61
89-825-6210	Clothing Supplies	-	-
89-825-6212	Postage	14.20	14.20
89-825-6299	IT Supplies	-	-
89-825-6700	Economic Development Grant Expense	-	-
89-825-6703	Contract Services	1,200.00	55,998.50
89-825-6710	Travel/Training Expense	455.00	875.00
89-825-6722	Insurance - Property & Liability	-	3,500.00
89-825-6731	Public Notices - Advertising	-	-
89-825-6735	Promotion Expense	-	6,272.50
89-825-6753	Legal Expense	-	567.00
89-825-6755	Audit Expense	-	850.00
89-825-6756	Engineering	-	-
89-825-6761	Dues, Publications, Permits & Licenses	25.90	8,293.99
89-825-6783	Telephones - Pagers	-	-
89-825-6789	Debt-Service Principal	225,000.00	225,000.00
89-825-6790	Interest Expense	53,867.50	53,867.50
89-825-6795	Bond Fees	-	-
89-825-6799	Other Services - Misc.	23,200.00	45,700.00
89-825-6901	Construction in Progress	-	-
89-825-6911	Machinery & Equipment	-	-
89-825-6931	Land & Improvements	-	-
89-825-8900	Other Financing Use - Debt Refundings	-	-
89-825-9800	Transfers Out	-	-
Total Expenses		<u>317,165.36</u>	<u>438,487.82</u>
Net Profit/Loss		<u>(188,976.05)</u>	<u>(182,750.07)</u>

Account	Description	Trans Nbr	So	urc	Type	Date	Document	PO Number / Ref Number	Payor Vendor	Description	Debit Amt	Credit Amt
89-825-6101	Salaries	165725	PR	CD	IN	1/1/2021				Payroll Run 1558: 12/14/2020 - 12/27/2020	3,543.20	0.00
89-825-6101	Salaries	166550	PR	CD	IN	1/15/2021				Payroll Run 1559: 12/28/2020 - 1/10/2021	3,543.20	0.00
89-825-6101	Salaries	166920	PR	CD	IN	1/29/2021				Payroll Run 1567: 1/11/2021 - 1/24/2021	3543.2	0
89-825-6114	Payroll Taxes-City Part FICA	165725	PR	CD	IN	1/1/2021				Payroll Run 1558: 12/14/2020 - 12/27/2020	271.06	0.00
89-825-6114	Payroll Taxes-City Part FICA	166550	PR	CD	IN	1/15/2021				Payroll Run 1559: 12/28/2020 - 1/10/2021	271.06	0.00
89-825-6114	Payroll Taxes-City Part FICA	166920	PR	CD	IN	1/29/2021				Payroll Run 1567: 1/11/2021 - 1/24/2021	271.06	0
89-825-6121	Health Insurance	167055	AP	IN	IN	1/20/2021	JAN 2021	31137	143-TML IEBP	TML Insurance & Flexible Spending	104.94	0.00
89-825-6121	Health Insurance	167056	AP	CM	IN	1/20/2021	JAN 2021		143-TML IEBP	TMLIEBP Renewal Credit	0.00	7.52
89-825-6125	TMRS Retirement	167217	AP	IN	IN	1/29/2021	JAN 2021	31134	153-TMRS	CDC TMRS Retirement City Contribution	1,507.28	0.00
89-825-6126	Unemployment											
89-825-6127	Miscellaneous Payroll											
89-825-6208	Office Supplies	166456	AP	IN	IN	11/5/2020	5423-JG-DEC-20-1	30247	955-JP Morgan Chase Bank NA	Amazon - Office Supplies - Joey Grisham's Peard	34.85	0.00
89-825-6208	Office Supplies	166458	AP	IN	IN	11/24/2020	5423-JG-DEC-20-3	30323	955-JP Morgan Chase Bank NA	Amazon - Office supplies + printer paper	28.78	0.00
89-825-6208	Office Supplies	166459	AP	IN	IN	11/24/2020	5423-JG-DEC-20-4	30323	955-JP Morgan Chase Bank NA	Amazon - Office supplies + printer paper	45.92	0.00
89-825-6208	Office Supplies	166460	AP	IN	IN	11/26/2020	5423-JG-DEC-20-5	30323	955-JP Morgan Chase Bank NA	Amazon - Office supplies + printer paper	23.92	0.00
89-825-6208	Office Supplies	166461	AP	CM	IN	12/4/2020	5423-JG-DEC-20-6		955-JP Morgan Chase Bank NA	AMAZON - ITEM RETURNED	0.00	28.78
89-825-6209	Other Supplies - Misc.	166462	AP	IN	IN	11/23/2020	5423-JG-DEC-20-7	30370	955-JP Morgan Chase Bank NA	Salsa Tex Mex - Luncheon	32.89	0
89-825-6209	Other Supplies - Misc.	166559	AP	IN	IN	11/5/2020	9649-TL-DEC-20-4	30245	955-JP Morgan Chase Bank NA	Mama Mias Pizzeria - Board Mtg Dinner - Taylor L. Peard	60	0
89-825-6209	Other Supplies - Misc.	166560	AP	IN	IN	12/3/2020	9649-TL-DEC-20-5	30447	955-JP Morgan Chase Bank NA	Jefferlot's - Luncheon - Taylor Lough's Peard	72	0
89-825-6209	Other Supplies - Misc.	167452	AP	IN	IN	12/9/2020	5423-JG-JAN-21-1	30486	955-JP Morgan Chase Bank NA	Amazon - Office Supplies - Joey Grisham's Peard	86	0
89-825-6210	Clothing Supplies	166557	AP	IN	IN	12/2/2020	9649-TL-DEC-20-2	30375	955-JP Morgan Chase Bank NA	USPS - Certified Letter	14.2	0
89-825-6212	Postage											
89-825-6299	IT Supplies											
89-825-6700	Economic Development Grant Expense											
89-825-6703	Contract Services	165849	GL	GJ	IN	1/6/2021				2ND QTR - CDC - COSTSHARE - Finance & Accounting Services	1,000.00	0.00
89-825-6703	Contract Services	165849	GL	GJ	IN	1/6/2021				2ND QTR - CDC - COSTSHARE - IT/Budget License	200.00	0.00
89-825-6710	Travel/Training Expense	166558	AP	IN	IN	1/22/2020	9649-TL-DEC-20-3	30373	955-JP Morgan Chase Bank NA	International EDC - Membership Renewal -	455.00	0.00
89-825-6722	Insurance - Property & Liability											
89-825-6731	Public Notices - Advertising											
89-825-6735	Promotion Expense											
89-825-6735	Promotion Expense											
89-825-6753	Legal Expense											
89-825-6753	Legal Expense											
89-825-6755	Audit Expense											
89-825-6756	Engineering	166457	AP	IN	IN	11/14/2020	5423-JG-DEC-20-2	30538	955-JP Morgan Chase Bank NA	Dallas Morning News - News Subscription	12.95	0
89-825-6761	Dues, Publications & Licenses	167453	AP	IN	IN	12/14/2020	5423-JG-JAN-21-2	31063	955-JP Morgan Chase Bank NA	Dallas Morning News + subscription - Joey Grisham's Peard	12.95	0
89-825-6763	Telecom											
89-825-6789	Debt-Service Principal	166995	AP	IN	IN	1/1/2021	947444		596-Regions Bank	2016 Series BH#213	130000	0
		166996	AP	IN	IN	1/1/2021	947444		1976-Regions Bank C/O Regions Equipment Finance	Contract # 001-0006319-001 2012 1.6W SCP Phil Bond Issue	95000	0
89-825-6790	Interest Expense	166935	AP	IN	IN	1/27/2021	01/07/2021		596-Regions Bank	2016 Series BH#213	31097.5	0
		166996	AP	IN	IN	1/1/2021	947444		1976-Regions Bank C/O Regions Equipment Finance	Contract # 001-0006319-001 2012 1.6W SCP Phil Bond Issue	22770	0
89-825-6795	Bond Fees											
89-825-6799	Other Services - Misc.	165849	GL	GJ	IN	1/6/2021			2ND QTR - CDC - COSTSHARE- CDC Director		22,500.00	0.00
		166102	AP	IN	IN	1/6/2021	9271	30858	2031-Earthvision, LLC	Mapping and graphics	700	0
											317,201.66	36.30
											317,165.36	

[illegible]

City of Anna

Trial Balance

For Funds from 89 to 90
For the Fiscal Period 2021-4 Ending January 31, 2021

Community Development Corporation (89) Account	Beginning Balance		Transactions		Ending Balance	
	Debit	Credit	Debit	Credit	Debit	Credit
89-000-1010 Bank - Operating Funds	1,329,907.26		128,180.25	317,165.36	1,140,922.15	
89-000-1012 Bank - Restricted Funds	19,394.07		9.06	0.00	19,403.13	
89-000-1150 Accounts Receivable	0.00		0.00	0.00	0.00	
89-000-1160 Accounts Receivable - Sales Tax	0.00		0.00	0.00	0.00	
89-000-1202 Receivables - Due From General F	0.00		0.00	0.00	0.00	
89-000-1215 Receivables - Local Business Loan	91,310.00		0.00	0.00	91,310.00	
89-000-2001 Accounts Payable		0.00	287,268.38	287,268.38		0.00
89-000-2020 Federal W/H Tax Payable		0.00	649.08	649.08		0.00
89-000-2021 FICA Payable		0.00	1,626.36	1,626.36		0.00
89-000-2024 Flexible Spending Payable		0.00	0.00	0.00		0.00
89-000-2025 Deferred Compensation Payable		0.00	2,190.00	2,190.00		0.00
89-000-2026 TMRS Payable		0.00	744.06	744.06		0.00
89-000-2027 Health Insurance Payable		0.00	0.00	0.00		0.00
89-000-2029 Salaries Payable		0.00	0.00	0.00		0.00
89-000-2102 Payable - Due To General Fund('10		0.00	0.00	0.00		0.00
89-000-2115 Deferred Revenue - Local Business		41,310.00	0.00	0.00		41,310.00
89-000-3711 Fund Balance		1,393,075.35	0.00	0.00		1,393,075.35
89-825-5225 Sales Tax Revenue - General		125,795.11	0.00	127,558.52		253,353.63
89-825-5329 Donations		39.00	0.00	0.00		39.00
89-825-5499 Miscellaneous Revenue		0.00	0.00	0.00		0.00
89-825-5530 Interest Revenue		1,714.33	0.00	630.79		2,345.12
89-825-5800 Transfers In		0.00	0.00	0.00		0.00
89-825-5840 Bond Proceeds		0.00	0.00	0.00		0.00
89-825-6101 Salaries	18,509.64		10,629.60	0.00	29,139.24	
89-825-6114 Payroll Taxes-City Part FICA	1,632.86		813.18	0.00	2,446.04	
89-825-6121 Health Insurance	292.26		104.94	7.52	389.68	
89-825-6125 TMRS Retirement	3,035.15		1,507.28	0.00	4,542.43	
89-825-6126 Unemployment	0.00		0.00	0.00	0.00	
89-825-6127 Worker's Compensation	184.54		0.00	0.00	184.54	
89-825-6129 Miscellaneous Payroll	0.00		0.00	0.00	0.00	
89-825-6208 Office Supplies	0.00		133.37	28.78	104.59	
89-825-6209 Other Supplies - Misc.	491.92		250.69	0.00	742.61	
89-825-6210 Clothing Supplies	0.00		0.00	0.00	0.00	
89-825-6212 Postage	0.00		14.20	0.00	14.20	
89-825-6299 IT Supplies	0.00		0.00	0.00	0.00	
89-825-6700 Economic Development Grant Exp	0.00		0.00	0.00	0.00	
89-825-6703 Contract Services	54,798.50		1,200.00	0.00	55,998.50	

City of Anna

Trial Balance

For Funds from 89 to 90

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

Community Development Corporation (89)	Beginning Balance		Transactions		Ending Balance	
Account	Debit	Credit	Debit	Credit	Debit	Credit
89-825-6710	420.00		455.00	0.00	875.00	
89-825-6722	3,500.00		0.00	0.00	3,500.00	
89-825-6731	0.00		0.00	0.00	0.00	
89-825-6735	6,272.50		0.00	0.00	6,272.50	
89-825-6753	567.00		0.00	0.00	567.00	
89-825-6755	850.00		0.00	0.00	850.00	
89-825-6756	0.00		0.00	0.00	0.00	
89-825-6761	7,518.09		25.90	0.00	7,543.99	
89-825-6783	0.00		0.00	0.00	0.00	
89-825-6789	0.00		225,000.00	0.00	225,000.00	
89-825-6790	0.00		53,867.50	0.00	53,867.50	
89-825-6795	0.00		0.00	0.00	0.00	
89-825-6799	23,250.00		23,200.00	0.00	46,450.00	
89-825-6901	0.00		0.00	0.00	0.00	
89-825-6911	0.00		0.00	0.00	0.00	
89-825-6931	0.00		0.00	0.00	0.00	
89-825-8900	0.00		0.00	0.00	0.00	
89-825-9800	0.00		0.00	0.00	0.00	
Totals:	1,561,933.79	1,561,933.79	737,868.85	737,868.85	1,690,123.10	1,690,123.10

City of Anna
Statement of Revenue and Expenditures
Revised Budget

For the Fiscal Period 2021-5 Ending February 28, 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	9,676.46	122,052.00	49,288.17	59.62%
10-826-6114 Payroll Taxes-City Part FICA	0.00	722.72	9,337.00	3,974.21	57.44%
10-826-6121 Health Insurance	0.00	845.35	9,927.00	4,226.75	57.42%
10-826-6125 TMRS Retirement	0.00	1,372.12	17,356.00	7,537.15	56.57%
10-826-6127 Worker's Compensation	0.00	0.00	549.00	246.51	55.10%
10-826-6129 Miscellaneous Payroll	0.00	0.00	350.00	0.00	100.00%
10-826-6299 IT Supplies	0.00	0.00	0.00	0.00	0.00%
10-826-6710 Travel/Training Expense	0.00	0.00	0.00	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	(12,616.65)	(159,571.00)	(65,437.79)	58.99%
Total Economic Development Corporation	0.00	(12,616.65)	(159,571.00)	(65,437.79)	58.99%
Total General Fund	0.00	(12,616.65)	(159,571.00)	(65,437.79)	58.99%

City of Anna
Statement of Revenue and Expenditures
Revised Budget

For the Fiscal Period 2021-5 Ending February 28, 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	604.14	75,800.00	3,809.57	94.97%
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	1,250.00	5,000.00	2,100.00	58.00%
90-826-6780 Electricity	0.00	212.54	3,500.00	1,376.46	60.67%
90-826-6781 Gas - Natural/Propane	0.00	101.67	1,050.00	425.14	59.51%
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	780.25	60.99%
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	(2,324.91)	(99,650.00)	(10,639.42)	89.32%
Total Economic Development Corporation	0.00	(2,324.91)	(99,650.00)	(10,639.42)	89.32%
Total Economic Development Corporation	0.00	(2,324.91)	(99,650.00)	(10,639.42)	89.32%

City of Anna
Statement of Revenue and Expenditures
Revised Budget

For the Fiscal Period 2021-5 Ending February 28, 2021

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Community Development Corporation					
Community Development Corporation					
Revenues					
89-825-5225 Sales Tax Revenue - General	0.00	157,244.50	1,300,000.00	410,598.13	68.42%
89-825-5329 Donations	0.00	0.00	0.00	39.00	0.00%
89-825-5499 Miscellaneous Revenue	0.00	0.00	0.00	0.00	0.00%
89-825-5530 Interest Revenue	0.00	0.00	11,140.00	2,345.12	78.95%
89-825-5800 Transfers In	0.00	0.00	0.00	0.00	0.00%
89-825-5840 Bond Proceeds	0.00	0.00	0.00	0.00	0.00%
Total Revenues	0.00	157,244.50	1,311,140.00	412,982.25	68.50%
Expenditures					
89-825-6101 Salaries	0.00	7,086.40	91,325.00	36,225.64	60.33%
89-825-6114 Payroll Taxes-City Part FICA	0.00	542.12	6,986.00	2,988.16	57.23%
89-825-6121 Health Insurance	0.00	97.42	9,927.00	487.10	95.09%
89-825-6125 TMRS Retirement	0.00	1,004.85	12,986.00	5,547.28	57.28%
89-825-6126 Unemployment	0.00	0.00	250.00	0.00	100.00%
89-825-6127 Worker's Compensation	0.00	0.00	411.00	184.54	55.10%
89-825-6129 Miscellaneous Payroll	0.00	0.00	100.00	0.00	100.00%
89-825-6208 Office Supplies	0.00	0.00	2,000.00	104.59	94.77%
89-825-6209 Other Supplies - Misc.	0.00	0.00	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	0.00	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	18,879.00	170,974.00	74,877.50	56.21%
89-825-6710 Travel/Training Expense	0.00	0.00	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	1,250.00	6,000.00	2,100.00	65.00%
89-825-6756 Engineering	0.00	0.00	1,500.00	0.00	100.00%
89-825-6761 Dues, Publications & Licenses	0.00	(7,500.00)	4,670.00	43.99	99.06%
89-825-6783 Telecom	0.00	0.00	700.00	0.00	100.00%
89-825-6789 Debt-Service Principal	0.00	0.00	225,000.00	225,000.00	0.00%
89-825-6790 Interest Expense	0.00	0.00	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	0.00	90,000.00	46,450.00	48.39%
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	(21,359.79)	(1,311,140.00)	(459,847.61)	64.93%
Total Community Development Corporation	0.00	135,884.71	0.00	(46,865.36)	0.00%

City of Anna
Statement of Revenue and Expenditures
Revised Budget

For the Fiscal Period 2021-5 Ending February 28, 2021

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Total Community Development Corporation	0.00	135,884.71	0.00	(46,865.36)	0.00%

Economic Development Strategic Plan Update: March 2021

- Met with Collin College and working on MOU agreement
- Met with two sports complex groups
- Scheduled Villages of Hurricane Creek ribbon cutting- April 27
- Articles in Dallas Business Journal and Bisnow / Featured in WFAA



Measureables

March 2021



Real Estate Broker /
Developer Meetings: 8



Business Prospect
Meetings: 3



Construction / Architectural
Meetings: 3



Newsletter Subscribers:
218



Website Users: 927 (9.4%
increase)



Website Pageviews: 1,427
(5.6% increase)



Google Searches: 847 (5%
increase)



New LinkedIn Followers: 16
(341 total)

EDC Balance Sheet
For Period Ending 2/28/2021
*Unaudited - subject to change

		Beginning Balance 10/1/2020	Current Month Activity 2/28/2021	YTD Activity	Ending Balance 2/28/2021
Assets					
90-000-1010	Bank - Operating Funds	460,787.14	(729.95)	(3,885.27)	456,901.87
90-000-1011	Bank - Money Market & Savings Funds	-	-	-	-
90-000-1150	Accounts Receivable	44.24	-	(44.24)	-
90-000-1160	Accounts Receivable - Sales Tax	-	-	-	-
90-000-1202	Receivables - Due From General Fund	-	-	-	-
90-000-1215	Receivables - Local Business Loans	87,527.00	-	-	87,527.00
	Total Assets	548,358.38	(729.95)	(3,929.51)	544,428.87
Liabilities					
90-000-2001	Accounts Payable	249.14	-	(249.14)	0.00
90-000-2005	Other Accounts Payable	200.00	-	-	200.00
90-000-2102	Payable - Due To General Fund(10)	-	-	-	-
90-000-2115	Deferred Revenue - Local Business Loans	87,527.00	-	-	87,527.00
90-000-2210	Retainage	-	-	-	-
90-000-2735	2011 CO's Current	-	-	-	-
90-000-2736	2011 CO's Non Current	-	-	-	-
	Total Liabilities	87,976.14	-	(249.14)	87,727.00
Fund Balance					
90-000-3711	Fund Balance	460,382.24	(729.95)	(3,680.37)	456,701.87
	Total Fund Balance	460,382.24	(729.95)	(3,680.37)	456,701.87

EDC Income Statement
For Period Ending 2/28/2021

**Current Month
Activity YTD Activity**

2/28/2021

Revenues

90-826-5350	Rental	1,401.61	5,915.49
90-826-5491	Gain on sales of Assets	-	-
90-826-5499	Miscellaneous Revenue	-	-
90-826-5530	Interest Revenue	193.35	1,043.56
90-826-5800	Transfers in	-	-
90-826-5853	Other Financial Source from Notes Payable	-	-
	Total Revenues	1,594.96	6,959.05

Expenses

90-826-6209	Other Supplies - Misc.	-	-
90-826-6210	Clothing Supplies	-	-
90-826-6212	Postage	-	-
90-826-6303	Maint. & Repair - Buildings	-	450.00
90-826-6703	Contract Services	604.14	3,809.57
90-826-6708	IT Support Services	-	-
90-826-6722	Insurance - Property & Liability	-	1,050.00
90-826-6735	Promotion Expense	-	-
90-826-6753	Legal Expense	-	648.00
90-826-6755	Audit Expense	1,250.00	2,100.00
90-826-6780	Electricity	212.54	1,376.46
90-826-6781	Gas - Natural/Propane	101.67	425.14
90-826-6782	City Utilities Water/Sewer/Trash	-	-
90-826-6783	Telephones - Pagers	156.56	780.25
90-826-6799	Other Services - Misc.	-	-
90-826-6901	Construction in Progress	-	-
90-826-6931	Land & Improvements	-	-
90-826-9800	Transfer Out	-	-
	Total Expenses	2,324.91	10,639.42
	Net Income/Loss	(729.95)	(3,680.37)

[illegible]

Account	Date	Check	Description	Debit	Credit	Cd	Balance	Notes
			Carry Forward					
			Balance Forward				457,481.59	
XXXXXXXX1516	2/1/2021		ONLINE TRANSFER CREDIT Transfer From XX0200 To XX1516 :Inc Cube Rent February		503.61	Y	457,985.20	
XXXXXXXX1516	2/10/2021		REGULAR DEPOSIT		898.00	Y	458,883.20	
XXXXXXXX1516	2/25/2021		ONLINE TRANSFER DEBIT Transfer From XX1516 To XX0200 :AP CD Feb	2,324.91		Y	456,558.29	
XXXXXXXX1516	2/28/2021		Interest Deposit		193.35	Y	456,751.64	
							456,751.64	Bank Balance
								DIT
								APCD
								Reconciling Items
							<u>456,751.64</u>	<u>Adjusted Bank Balance</u>
								GL Balance
								Reconciling Items
							<u>-</u>	<u>Adjusted GL Balance</u>
							456,751.64	Difference

City of Anna

Trial Balance

For Funds from 89 to 90
For the Fiscal Period 2021-5 Ending February 28, 2021

Economic Development Corporation (90)		Beginning Balance		Transactions		Ending Balance	
Account		Debit	Credit	Debit	Credit	Debit	Credit
90-000-1010	Bank - Operating Funds	457,631.82		1,594.96	2,324.91	456,901.87	
90-000-1150	Accounts Receivable	0.00		0.00	0.00	0.00	
90-000-1202	Receivables - Due From General F	0.00		0.00	0.00	0.00	
90-000-1215	Receivables - Local Business Loan	87,527.00		0.00	0.00	87,527.00	
90-000-2001	Accounts Payable		0.00	2,324.91	2,324.91		0.00
90-000-2005	Other Accounts Payable		200.00	0.00	0.00		200.00
90-000-2102	Payable - Due To General Fund(10		0.00	0.00	0.00		0.00
90-000-2115	Deferred Revenue - Local Business		87,527.00	0.00	0.00		87,527.00
90-000-3711	Fund Balance		460,382.24	0.00	0.00		460,382.24
90-826-5350	Rental		4,513.88	0.00	1,401.61		5,915.49
90-826-5491	Gain on sales of Assets		0.00	0.00	0.00		0.00
90-826-5499	Miscellaneous Revenue		0.00	0.00	0.00		0.00
90-826-5530	Interest Revenue		850.21	0.00	193.35		1,043.56
90-826-5800	Transfers In		0.00	0.00	0.00		0.00
90-826-6209	Other Supplies - Misc.	0.00		0.00	0.00	0.00	
90-826-6212	Postage	0.00		0.00	0.00	0.00	
90-826-6303	Maint. & Repair - Buildings	450.00		0.00	0.00	450.00	
90-826-6703	Contract Services	3,205.43		604.14	0.00	3,809.57	
90-826-6708	IT Support Services	0.00		0.00	0.00	0.00	
90-826-6722	Insurance - Property & Liability	1,050.00		0.00	0.00	1,050.00	
90-826-6735	Promotion Expense	0.00		0.00	0.00	0.00	
90-826-6753	Legal Expense	648.00		0.00	0.00	648.00	
90-826-6755	Audit Expense	850.00		1,250.00	0.00	2,100.00	
90-826-6780	Electricity	1,163.92		212.54	0.00	1,376.46	
90-826-6781	Gas - Natural/Propane	323.47		101.67	0.00	425.14	
90-826-6782	City Utilities Water/Sewer/Trash	0.00		0.00	0.00	0.00	
90-826-6783	Telecom	623.69		156.56	0.00	780.25	
90-826-6799	Other Services - Misc.	0.00		0.00	0.00	0.00	
90-826-6901	Construction in Progress	0.00		0.00	0.00	0.00	
90-826-6931	Land & Improvements	0.00		0.00	0.00	0.00	
90-826-9800	Transfers Out	0.00		0.00	0.00	0.00	
Totals:		553,473.33	553,473.33	6,244.78	6,244.78	555,068.29	555,068.29

City of Anna

Trial Balance

For Funds from 89 to 90

For the Fiscal Period 2021-5 Ending February 28, 2021

Economic Development Corporation (90) Account	Beginning Balance		Transactions		Ending Balance	
	Debit	Credit	Debit	Credit	Debit	Credit
	2,243,596.43	2,243,596.43	213,541.52	213,541.52	2,402,936.03	2,402,936.03
Grand Totals:						

CDC Balance Sheet
For Period Ending 2/28/2021
 *Unaudited - subject to change

		Beginning Balance 10/1/2020	Current Month Activity 2/28/2021	YTD Activity	Ending Balance 2/28/2021
Assets					
89-000-1010	Bank - Operating Funds	1,105,666.52	136,376.66	171,632.29	1,277,298.81
89-000-1012	Bank - Restricted Funds	19,367.28	8.19	44.04	19,411.32
89-000-1150	Accounts Receivable	-	-	-	-
89-000-1160	Accounts Receivable - Sales Tax	258,403.09	-	(258,403.09)	-
89-000-1202	Receivables - Due From General Fund	-	-	-	-
89-000-1215	Receivables - Local Business Loans	91,310.00	-	-	91,310.00
Total Assets		1,474,746.89	136,384.85	(86,726.76)	1,388,020.13
Liabilities					
89-000-2001	Accounts Payable	37,526.98	-	(37,526.98)	-
89-000-2020	Federal W/H Tax Payable	(0.00)	-	-	(0.00)
89-000-2021	FICA Payable	-	-	-	-
89-000-2024	Flexible Spending Payable	-	-	-	-
89-000-2025	Deferred Compensation Payable	-	-	-	-
89-000-2026	TMRS Payable	-	-	-	-
89-000-2027	Health Insurance Payable	-	-	-	-
89-000-2029	Salaries Payable	2,834.56	-	(2,834.56)	-
89-000-2102	Payable - Due To General Fund(10)	-	-	-	-
89-000-2115	Deferred Revenue - Local Business Loans	41,310.00	-	-	41,310.00
Total Liabilities		81,671.54	-	(40,361.54)	41,310.00
Fund Balance					
89-000-3711	Fund Balance	1,301,765.35	136,384.85	(46,365.22)	1,255,400.13
89-000-3711	Fund Balance - Restricted	91,310.00	-	-	91,310.00
Total Fund Balance		1,393,075.35	136,384.85	(46,365.22)	1,346,710.13

CDC Income Statement
For Period Ending 2/28/2021

		Current Month Activity 2/28/2021	YTD Activity
Revenues			
89-825-5225	Sales Tax Revenue - General	157,244.50	410,598.13
89-825-5329	Donations	-	39.00
89-825-5499	Miscellaneous Revenue	-	-
89-825-5530	Interest Revenue	500.14	2,845.26
89-825-5800	Transfers in	-	-
89-825-5840	Bond Proceeds	-	-
Total Revenues		157,744.64	413,482.39
Expenses			
89-825-6101	Salaries	7,086.40	36,225.64
89-825-6114	Payroll Taxes-City Part FICA	542.12	2,988.16
89-825-6121	Health Insurance	97.42	487.10
89-825-6125	TMRS Retirement	1,004.85	5,547.28
89-825-6126	Unemployment	-	-
89-825-6127	Worker's Compensation	-	184.54
89-825-6129	Miscellaneous Payroll	-	-
89-825-6208	Office Supplies	-	104.59
89-825-6209	Other Supplies - Misc.	-	742.61
89-825-6210	Clothing Supplies	-	-
89-825-6212	Postage	-	14.20
89-825-6299	IT Supplies	-	-
89-825-6700	Economic Development Grant Expense	-	-
89-825-6703	Contract Services	18,879.00	74,877.50
89-825-6710	Travel/Training Expense	-	875.00
89-825-6722	Insurance - Property & Liability	-	3,500.00
89-825-6731	Public Notices - Advertising	-	-
89-825-6735	Promotion Expense	-	6,272.50
89-825-6753	Legal Expense	-	567.00
89-825-6755	Audit Expense	1,250.00	2,100.00
89-825-6756	Engineering	-	-
89-825-6761	Dues, Publications, Permits & Licenses	(7,500.00)	793.99
89-825-6783	Telephones - Pagers	-	-
89-825-6789	Debt-Service Principal	-	225,000.00
89-825-6790	Interest Expense	-	53,867.50
89-825-6795	Bond Fees	-	-
89-825-6799	Other Services - Misc.	-	45,700.00
89-825-6901	Construction in Progress	-	-
89-825-6911	Machinery & Equipment	-	-
89-825-6931	Land & Improvements	-	-
89-825-8900	Other Financing Use - Debt Refundings	-	-
89-825-9800	Transfers Out	-	-
Total Expenses		21,359.79	459,847.61
Net Profit/Loss		136,384.85	(46,365.22)

Account	Date	Check	Description	Debit	Credit	Cld	Balance	Notes
			Carry Forward					
			Balance Forward				1,140,969.90	
XXXXXXXX0165	2/24/2021		ONLINE TRANSFER CREDIT Transfer From XX0200 To XX0165 :Sales Tax Allocation		157,244.50	Y	1,298,214.40	
XXXXXXXX0165	2/25/2021		ONLINE TRANSFER DEBIT Transfer From XX0165 To XX0200 :AP PR CD Feb	21,359.79		Y	1,276,854.61	
XXXXXXXX0165	2/28/2021		Interest Deposit		491.95	Y	1,277,346.56	
							1,277,346.56	Bank Balance
								DIT
								APCD
								Reconciling Items
							1,277,346.56	Adjusted Bank Balance
								GL Balance
								Reconciling Items
								Adjusted GL Balance
							-	
							1,277,346.56	Difference

City of Anna Trial Balance

For Funds from 89 to 90
For the Fiscal Period 2021-5 Ending February 28, 2021

Community Development Corporation (89)	Beginning Balance		Transactions		Ending Balance	
Account	Debit	Credit	Debit	Credit	Debit	Credit
89-000-1010 Bank - Operating Funds	1,140,922.15		157,736.45	21,359.79	1,277,298.81	
89-000-1012 Bank - Restricted Funds	19,403.13		8.19	0.00	19,411.32	
89-000-1150 Accounts Receivable	0.00		0.00	0.00	0.00	
89-000-1160 Accounts Receivable - Sales Tax	0.00		0.00	0.00	0.00	
89-000-1202 Receivables - Due From General F	0.00		0.00	0.00	0.00	
89-000-1215 Receivables - Local Business Loan	91,310.00		0.00	0.00	91,310.00	
89-000-2001 Accounts Payable		0.00	17,211.79	17,211.79		0.00
89-000-2020 Federal W/H Tax Payable		0.00	432.72	432.72		0.00
89-000-2021 FICA Payable		0.00	1,084.24	1,084.24		0.00
89-000-2024 Flexible Spending Payable		0.00	0.00	0.00		0.00
89-000-2025 Deferred Compensation Payable		0.00	1,460.00	1,460.00		0.00
89-000-2026 TMRS Payable		0.00	496.04	496.04		0.00
89-000-2027 Health Insurance Payable		0.00	0.00	0.00		0.00
89-000-2029 Salaries Payable		0.00	0.00	0.00		0.00
89-000-2102 Payable - Due To General Fund(10		0.00	0.00	0.00		0.00
89-000-2115 Deferred Revenue - Local Business		41,310.00	0.00	0.00		41,310.00
89-000-3711 Fund Balance		1,393,075.35	0.00	0.00		1,393,075.35
89-825-5225 Sales Tax Revenue - General		253,353.63	0.00	157,244.50		410,598.13
89-825-5329 Donations		39.00	0.00	0.00		39.00
89-825-5499 Miscellaneous Revenue		0.00	0.00	0.00		0.00
89-825-5530 Interest Revenue		2,345.12	0.00	500.14		2,845.26
89-825-5800 Transfers In		0.00	0.00	0.00		0.00
89-825-5840 Bond Proceeds		0.00	0.00	0.00		0.00
89-825-6101 Salaries	29,139.24		7,086.40	0.00	36,225.64	
89-825-6114 Payroll Taxes-City Part FICA	2,446.04		542.12	0.00	2,988.16	
89-825-6121 Health Insurance	389.68		104.94	7.52	487.10	
89-825-6125 TMRS Retirement	4,542.43		1,004.85	0.00	5,547.28	
89-825-6126 Unemployment	0.00		0.00	0.00	0.00	
89-825-6127 Worker's Compensation	184.54		0.00	0.00	184.54	
89-825-6129 Miscellaneous Payroll	0.00		0.00	0.00	0.00	
89-825-6208 Office Supplies	104.59		0.00	0.00	104.59	
89-825-6209 Other Supplies - Misc.	742.61		0.00	0.00	742.61	
89-825-6210 Clothing Supplies	0.00		0.00	0.00	0.00	
89-825-6212 Postage	14.20		0.00	0.00	14.20	
89-825-6299 IT Supplies	0.00		0.00	0.00	0.00	
89-825-6700 Economic Development Grant Exp	0.00		0.00	0.00	0.00	
89-825-6703 Contract Services	55,998.50		18,879.00	0.00	74,877.50	

City of Anna

Trial Balance

For Funds from 89 to 90

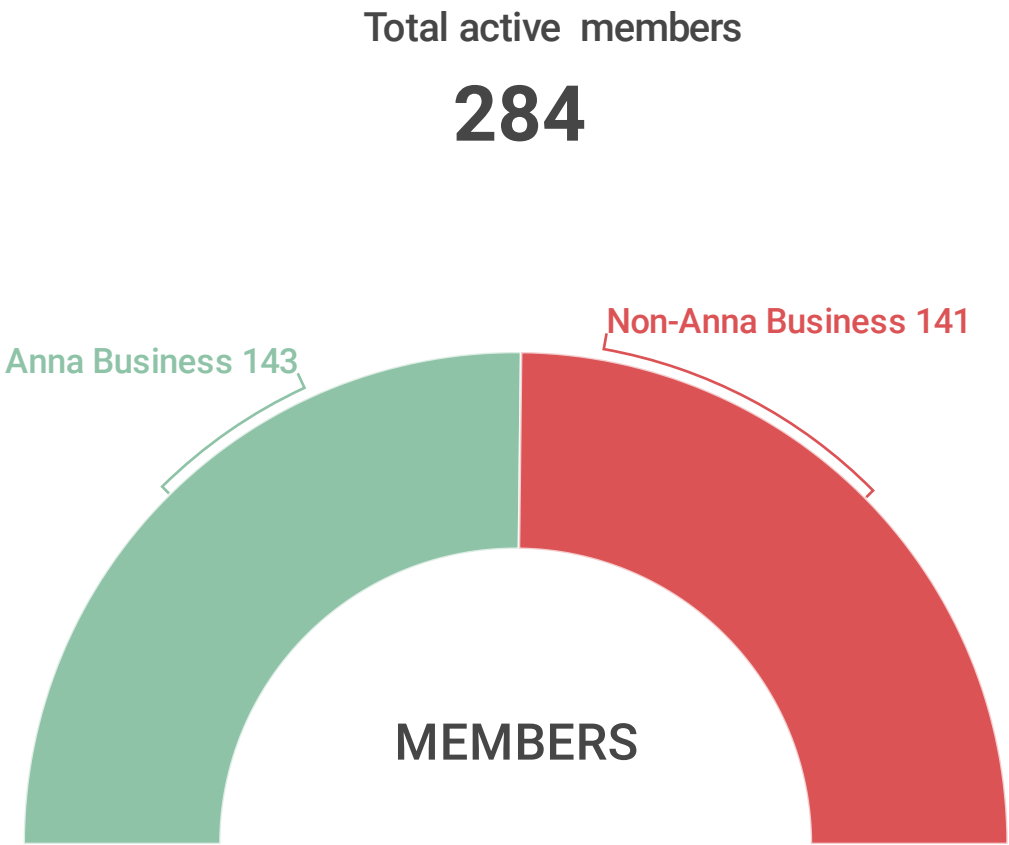
For the Fiscal Period 2021-5 Ending February 28, 2021

Community Development Corporation (89)	Beginning Balance		Transactions		Ending Balance	
Account	Debit	Credit	Debit	Credit	Debit	Credit
89-825-6710 Travel/Training Expense	875.00		0.00	0.00	875.00	
89-825-6722 Insurance - Property & Liability	3,500.00		0.00	0.00	3,500.00	
89-825-6731 Public Notices - Advertising	0.00		0.00	0.00	0.00	
89-825-6735 Promotion Expense	6,272.50		0.00	0.00	6,272.50	
89-825-6753 Legal Expense	567.00		0.00	0.00	567.00	
89-825-6755 Audit Expense	850.00		1,250.00	0.00	2,100.00	
89-825-6756 Engineering	0.00		0.00	0.00	0.00	
89-825-6761 Dues, Publications & Licenses	7,543.99		0.00	7,500.00	43.99	
89-825-6783 Telecom	0.00		0.00	0.00	0.00	
89-825-6789 Debt-Service Principal	225,000.00		0.00	0.00	225,000.00	
89-825-6790 Interest Expense	53,867.50		0.00	0.00	53,867.50	
89-825-6795 Bond Fees	0.00		0.00	0.00	0.00	
89-825-6799 Other Services - Misc.	46,450.00		0.00	0.00	46,450.00	
89-825-6901 Construction in Progress	0.00		0.00	0.00	0.00	
89-825-6911 Machinery & Equipment	0.00		0.00	0.00	0.00	
89-825-6931 Land & Improvements	0.00		0.00	0.00	0.00	
89-825-8900 Other Financing Use - Debt Refund	0.00		0.00	0.00	0.00	
89-825-9800 Transfers Out	0.00		0.00	0.00	0.00	
Totals:	1,690,123.10	1,690,123.10	207,296.74	207,296.74	1,847,867.74	1,847,867.74

EDC/CDC & GACC Partnership - Quarter 1 (2021)



Total active members 284	2021 new members 15	Total new members investment \$8,100	Average investment per new member \$540
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Employer	2020 # of Employees	2021 Number of Employees	Change	% of City Employment
Anna ISD	543	587	44	38%
Anna Surgery Center	N/A		N/A	0%
Bronco Manufacturing	51	52	1	3%
Brookshire's	85	84	-1	5%
City of Anna	102	124.9	22.9	8%
Cold Springs Animal Hospital	N/A	13	N/A	1%
ER at Anna	N/A	19	N/A	1%
Flying J Truck Stop	N/A	17	N/A	1%
Hurricane Creek Country Club	45	50	5	3%
Loves Travel Stop	45	45	0	3%
McDonalds	40	48	8	3%
Pate Rehab	162	155	-7	10%
Tri-County Vet	31	31	0	2%
Walmart	270	337	67	22%
Totals	1374	1562.9	139.9	100%

EDC/CDC & GACC Quarter 1 (2021)

- 96 Letters mailed to Anna businesses
- 30% of the letters were sent to Non-Chamber members
- 14 Top Employer businesses contacted to update their employment numbers
- 15 new Chamber members
- 2 Ribbobl-Cuttings



**Annual Awards Banquet:
Saturday, May 22 5:30-
9pm at Anna High
School**

**Golf Tournament
(Tentative): Monday,
August 9th, 9am tee-off
at Hurricane Creek
Country Club**



Legislative Update

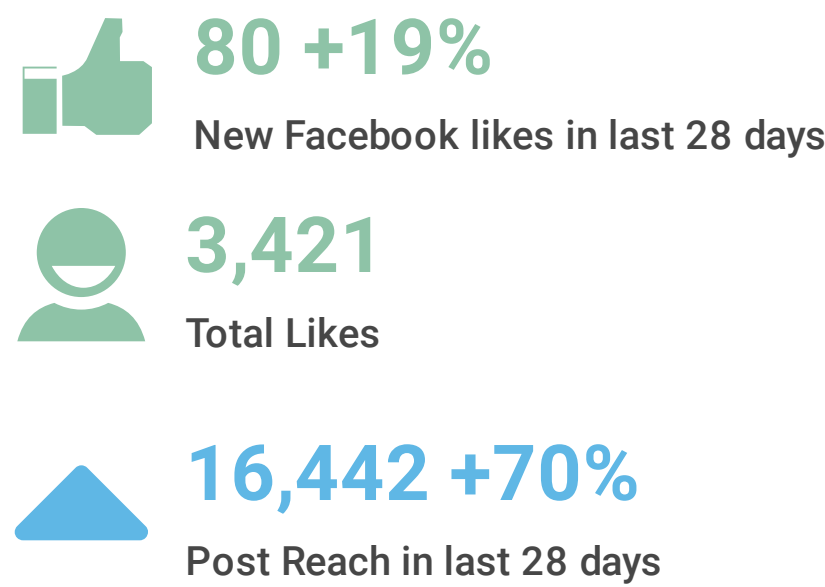
We are working with our State Representatives and Senators for a City of Anna day. This will be pushed to April and will be virtual.

Candidate Forums:
Anna ISD Board of Trustees: Mon, April 5th
6:30-8pm at First Anna Church

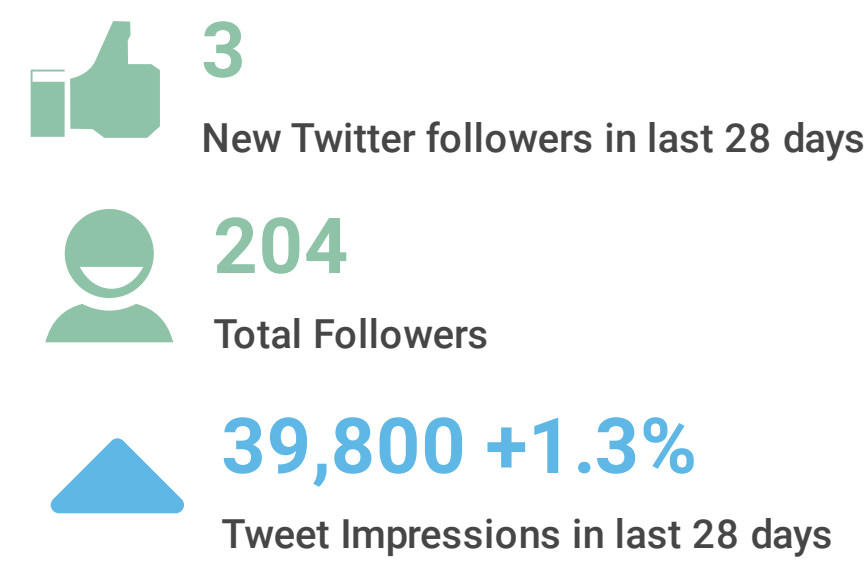
City of Anna City Council/Mayoral: Mon,
April 12th at Anna High School



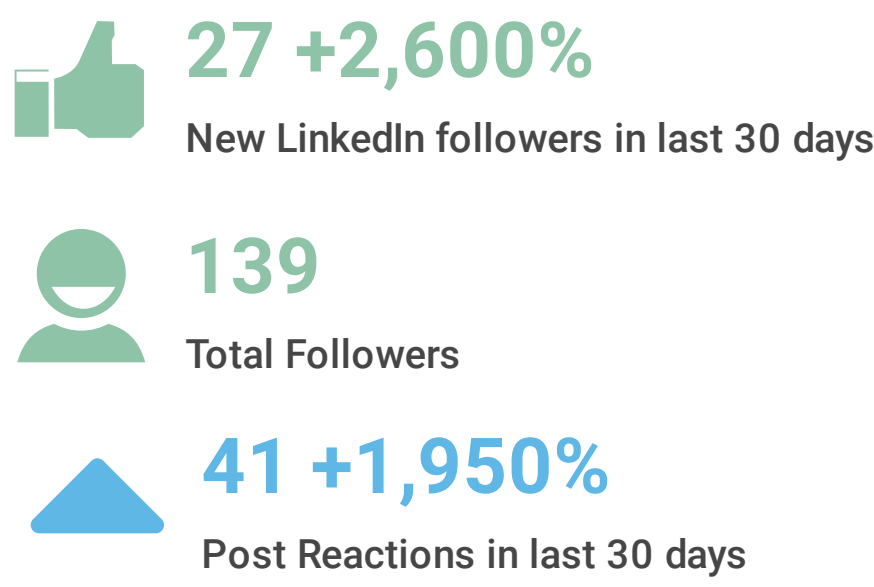
Facebook Statistics



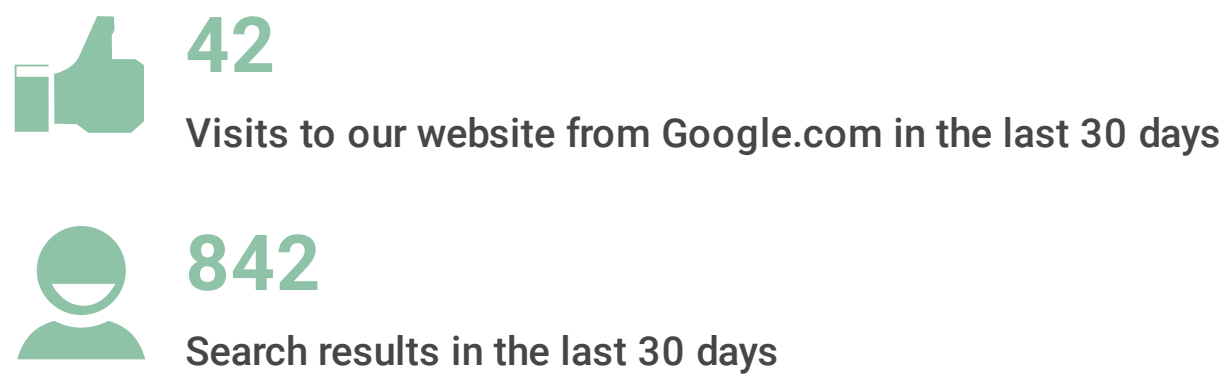
Twitter Statistics



LinkedIn Statistics



Google.com Statistics





Item No. 12.

EDC/CDC Agenda
Staff Report

Meeting Date: 4/1/2021
Staff Contact:

AGENDA ITEM:

Closed Session

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

SUMMARY:

STAFF RECOMMENDATION:

ATTACHMENTS:

