



MEETING AGENDA
ANNA COMMUNITY DEVELOPMENT CORPORATION &
ANNA ECONOMIC DEVELOPMENT CORPORATION
Thursday, July 2, 2020 at 6:00 p.m.

PERSONS CAN VIRTUALLY OBSERVE THE OPEN SESSION PORTIONS OF THIS MEETING ONLINE AT THE DATE AND TIME STATED ON THE CITY OF ANNA'S FACEBOOK PAGE <https://www.facebook.com/City-of-Anna-281332118639373/>

The Anna Community Development Corporation and the Anna Economic Development Corporation will conduct its regular meeting online at **6:00 p.m. on Thursday, July 2, 2020**. The Anna Community Development Corporation and the Economic Development Corporation will participate in this meeting remotely in compliance with the Texas Open Meetings Act as suspended or modified under the pending Declaration of Disaster and associated executive orders and proclamations of the Governor of Texas.

1. Call to Order, Roll Call and Establishment of Quorum.
2. Invocation and Pledge.
3. Citizen Comments. **Persons may address the Board of Directors on items not on the agenda; please observe the time limit of three (3) minutes. Members of the Board cannot comment on or deliberate statements of the public except as authorized by Section 551.042 of the Texas Government Code.**
4. Consider/Discuss/Act on approving minutes from the June 3, 2020 CDC Special Called Meeting. (CDC)
5. Consider/Discuss/Act on approving minutes from the June 3, 2020 EDC Special Called Meeting. (EDC)
6. Consider/Discuss/Act on a recommendation for Phase II of the COVID-19 Recovery Grant program. (CDC)
7. Discuss preliminary FY 2021 CDC and EDC budgets.
8. Consider/Discuss/Act on a resolution expending funds for Business Park engineering and architectural services and authorizing the Economic Development Director to enter into a contract for said services. (EDC)

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

9. Consider/Discuss/Act on a resolution expending funds for marketing services and authorizing the Economic Development Director to enter into a contract for said services. (CDC)
10. Director's Report
 - A. Report on current corporate financial status—Discussion Only
 - B. ED Strategic Plan Update
 - C. Comp Plan, Downtown Master Plan, and Parks/Trails Master Plan Update
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.
12. Reconvene into open session and take any action on closed session items.
13. Receive reports from staff or Board Members about items of community interest.

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

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.

This is to certify that I, Joey Grisham, Economic Development Director, posted this agenda at a place readily accessible to the public online at www.annatexas.gov and at the Anna City Hall and on the City Hall bulletin board at or before 6:00 p.m. on June 29, 2020.

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

Joey Grisham, Economic Development Director

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



Item No. 4 and 5
CDC/EDC Agenda
Staff Report

Meeting Date: 7.02.2020
Staff Contact: Joey Grisham

AGENDA ITEM:

Consider/Discuss/Act on approving minutes from the June 3, 2020 CDC Special Called Meeting. (CDC)

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

SUMMARY:

STAFF RECOMMENDATION:

Approve the June 3, 2020 meeting minutes on behalf of the CDC and EDC Boards.

ATTACHMENTS:

1. June 3, 2020 CDC and EDC Joint Meeting Minutes

Officers:

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

Staff:

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



Anna Community Development Corporation and Anna Economic Development Corporation Special Called Meeting Minutes

Wednesday, June 3, 2020 at 6:00 pm

The Anna Community Development Corporation and the Anna Economic Development Corporation conducted a special-called online meeting at 6:00 p.m. on Wednesday, June 3, 2020. The Anna Community Development Corporation and the Economic Development Corporation participated in this meeting remotely in compliance with the Texas Open Meetings Act as suspended or modified under the pending Declaration of Disaster and associated executive orders and proclamations of the Governor of Texas.

The public observed the open session portions of the meeting online at the City of Anna's Facebook page: <https://www.facebook.com/City-of-Anna-281332118639373/>

CDC and EDC Board Members Present: Anthony Richardson, Rocio Gonzalez, Michelle Hawkins, Stan Carver and Doris Pierce. **Board Members Absent:** Terry Farrell and Bruce Norwood **Others present:** Councilmember Lee Miller, Joey Grisham (Economic Development Director), Taylor Lough (Economic Development Manager), Clark McCoy (CDC/EDC Legal Counsel), and Kevin Johnson (IT Manager).

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

The meeting was called to order by Anthony Richardson, Board President, at 6:05 p.m.

2. Invocation and Pledge.

Invocation was given by Anthony Richardson. Pledge of Allegiance was led by Anthony Richardson.

3. Citizen Comments.

There were no citizen comments.

4. Consider/Discuss/Act on approving minutes from the May 7, 2020 CDC Special Called Meeting. (CDC)

5. Consider/Discuss/Act on approving minutes from the May 7, 2020 EDC Special Called Meeting. (EDC)

Rocio Gonzalez made a motion to approve the minutes on behalf of the CDC and EDC for both the April Joint Special Called Meeting. Michelle Hawkins seconded the motion. All were in favor. Motion passed

Officers:

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

Staff:

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

6. **Consider/Discuss/Act on applications for the Small Business Recovery Grant program and approve performance agreements. (CDC)**

Joey Grisham thanked the businesses that applied. Since the Board's last meeting, the City of Anna received funds from Collin County. Collin County received funding from the federal CARES Act. The City of Anna may use these funds for economic recovery and approximately \$191,000 may be allocated for small businesses. As such, the grant program that was advertised will be considered phase one. The CDC Board will make a recommendation to the City Council. Taylor Lough outlined the eligibility for phase one and the applications received.

Anthony Richardson made a motion for the CDC Board to serve in an advisory role to the City Council regarding the Small Business Recovery grant program, and take no action related to the performance agreements. All were in favor. Motion passed.

7. **Consider/Discuss/Act on appointing two (2) Board Members to the Comprehensive Plan Advisory Council. (CDC)**

Joey Grisham reminded the Board that the City is underway with updating the Comprehensive Plan, Parks, Trails, and Open Space Plan, and Downtown Master Plan. Kimley-Horn is the consultant group that will be working with this committee. The Board can appoint two members to serve with other community members to lead Anna into the future.

Anthony Richardson asked if Doris Pierce stated she has an interest in participating in the plan. Lee Miller stated he understood he would like to know who would not be available so the Council would not appoint anyone who was not interested. Anthony Richardson asked who would not be available. Stan Carver asked staff to reach out to the two board members who were not present to determine if they were available to be considered.

8. **Director's Report**

A. Report on current corporate financial status—Discussion Only

B. ED Strategic Plan Update

Joey Grisham shared he should receive April's financial statements soon to better determine the impact of the coronavirus pandemic. We expect this year to be like last year. Sales tax collections continue to improve as new businesses are opening, and other businesses are reopening after the pandemic. While we expect an increase in sales tax collections, we have been asked by the City to stay flat due to the pandemic. The Board will review the budget in the next month or two.

Next month staff expects to bring marketing plan proposals to the Board to take the next step on strategic plan items related to a tagline and increased promotion of the City of Anna. An Anna EDC LinkedIn page has been created and has approximately 170 followers and the Opportunity Anna webpage is high in google searches. We are on pace to accomplish several items this year.

9. **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.

Officers:

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

Staff:

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

- 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.

Stan Carver made a motion to enter closed session. Rocio Gonzalez seconded the motion. All were in favor. Motion passed. The CDC moved into closed session at 6:11 p.m.

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

Stan Carver made a motion to reconvene into open session. Doris Pierce seconded the motion. All were in favor. Motion passed. The CDC reconvened into open session at 7:00 p.m.

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

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

Stan Carver encouraged the public to continue to check the Anna ISD webpage for updates on school reopening. Anna ISD will now allow churches to use their facilities to reconvene. A peaceful march will occur Sunday.

12. **Adjourn.**

Rocio Gonzalez made a motion to adjourn the meeting at 7:29 pm. Doris Pierce seconded the motion. All were in favor. Motion passed.

APPROVED:

Anthony Richardson
President of CDC/EDC

ATTESTED:

Rocio Gonzalez
Secretary of CDC/EDC



Item No. 6
CDC/EDC Agenda
Staff Report

Meeting Date: 7.02.2020
Staff Contact: Joey Grisham

AGENDA ITEM:

Consider/Discuss/Act on a recommendation for Phase II of the COVID-19 Recovery Grant program. (CDC)

SUMMARY:

Following the CDC Board's recommendation for the first phase of the COVID-19 Recovery Grant Program, 18 businesses signed a Chapter 380 agreement with the City Manager and were issued \$5,000 checks. One agreement was not signed and is included for review in phase II.

As of 2:00 p.m. Monday, June 30th 19 applications have been received for phase II of the grant program. One application has returned for Board and Council review due to questions related to their ability to comply with the Chapter 380 agreement. One applicant is located at an address that is currently zoned residential.

Applications for phase II included:

- 4 salons
- 3 gyms
- 3 nonprofits
- 2 healthcare
- 2 retail
- 2 restaurant / catering
- 1 church
- 1 tax prep / bookkeeping
- 1 childcare

STAFF RECOMMENDATION:

ATTACHMENTS:

1. Phase II Grant Applications Spreadsheet
2. Chapter 380 Agreement

Business Name	Anna Area Historical Preservation Society	Anna Family Healthcare / Janet S. Wheat	Anna Food Mart / Mill and Bill, Inc.	Anytime Fitness / Lonestar Fitness Center LLC	Breaking Free Inc. / Gleen Scott Mormon	Eiggam LLC / American Shaman
Business Owner Name(s)	N/A	Janet S. Wheat, DNP, APRN, FNP-C	Mohammad Awwal	Sanketkumar Desai, Vrunda Desai	Brandon Poteete, Director; Dr. Glen Scott Mormon	Mary Bardroff
Address	101 South Sherley / PO Box 254	813 . White Street #100	2513 N. Powell Parkway #500	804 S. Central Expressway	505 N. Powell Parkway	807 S. Central Expressway, Suite 260
Type of Business	nonprofit 501 (c)(3)	healthcare	retail grocer	gym	nonprofit 501 (c)(3)	retail CBD
Uses for Grant	Curriculum and documentation for the Anna Depot and museum; Need print materials and technology for storage and presentations; Online presence needs to be current; WiFi is needed	rent, utilities	rent, utilities, employees	mortgage, utility	rent, utilities	rent, utilities
Applications	Applied for education and historic grants, but no economic relief	PPP - approved \$75,647	PPP - approved \$23,771	EIDL - no response	None	PPP - approved \$1,427
Revenue Change	70% decrease; cancelled April countywide Collin County Preservation Celebration and Awards banquet; cancelled pop up book and merchandise sales	50% decrease	20/25% decrease	100% loss of revenue March 20 - May 18; overall revenue down since reopening compared to last year	Have had to become more creative with raising funds	70% loss of business
Notes			Phase I applicant - food related retail / grocery	Phase I applicant - no sales tax		

Essential Nail / H Pham Investments LLC	First Baptist Church	Great Clips / Radhe Kishan Inc.	Greater Anna Chamber of Commerce	Italian Villa Anna	JA Bills LLC / Liberty Tax Service	Kangaroo Pouch	Lunchbox Catering LLC
Hai Pham / Hung Nguyen	David LeBlanc, Pastor / Heather Fairman	Radhe Kishan	Kevin Hall	Viona Vraiqi	Jody and Abby Bills	Jessica Price and Rhonda Rubio	Danielle Chapa
2010 W. White Street, Suite 150	213 W. 2nd Street	2530 W. White Street	312 N. Powell Parkway	804 S. Central Expressway, Suite 212	817 W. White Street, Suite 200B	9090 CR 423	811 S. Interurban Unit C
nail salon	church	salon	nonprofit 501(c)(6)	restaurant	tax prep, bookkeeping	child care	catering
rent, utilites, payroll	salaries, loan payment, utilities, insurance	payroll, health insurance, rent, utilities, insurance, marketing, loyalty fees, PPE	rent, annual insurance policy, payroll	utility bills, supply invoices, uniform services	rent, utilities	moving costs from Anna ISD location (permanently closed) to storage container	rent, utilities, operating costs, marketing to new customers
EIDL - \$10,000	PPP - approved \$32,700 and EIDL \$5,000	PPP - approved for 10 locations \$411,000	EIDL - \$0; does not qualify for PPP or Collin County nonprofit grant	PPP - pending	PPP - approved for \$13,000 but have not received money	PPP - 2.5 months of payroll	PPP - approved \$3,400
lost approx. \$60,000 in revenue	March through May revenue declined 37% from previous 3 months; average monthly revenue decline 10%	Closed March 20 - May 10th	golf tournament postponed (6% revenue); optional membership of mostly small businesses has dropped significantly	50% decrease	decline of 15% from last year, which expected to make up next month; more payroll costs due to tax deadline extension	40% decrease in attendance since early March	50% decrease
Phase I applicant - no sales tax				Agreement unsigned from Phase I; possible location change		Phase I applicant - no sales tax; Address zoned residential	

Namaste Fit, LLC	Studio J Your Family Hair Salon	US Nails LLC	Workout Anytime Anna / M4 Anna LLC	Your Healthcare / Y.H. Anna PLLC
Josh Greathouse	Richard and Traci Curtis	Anh T. Tran	John Waskow	Tracy Windham
811 S. Interurban, Unit B	2010 W. White Street	2513 N. Powell	2010 W. White Street #140	2100 W. White Street, Suite 150
gym	salon	salon	gym	healthcare
payroll, marketing, rent, utilities	gift to stylists and barber who lost 75% of their income; advertising, donated haircuts to Breaking Free and Anna ISD	employee wages, rent, utilities, materials	utilities, equipment, rent	to pay off debt (credit card and line of credit) accumulated (used for payroll and bills) during the last 3 months due to reduced revenue
EIDL- \$1,000	PPP - approved \$36,000	EIDL - applied; TWC unemployment benefits	PPP - approved \$27,642	EIDL - \$75,000
50% decrease	Lost over \$20,000 in 7 week closure	85%	100% loss of revenue from March 20 - May 18	Average per day patient visit dropped from 27 to 6 resulting in a 400% reduction in daily collections
Phase I applicant - no sales tax	Phase I applicant - no sales tax		Phase I applicant - no sales tax	

CHAPTER 380 AGREEMENT

This Chapter 380 Agreement (“Agreement”) is entered into to be effective as of the Effective Date (as defined in Article III below), by and between the City of Anna, a home-rule municipality located in Collin County, Texas (hereinafter called “City”), and [REDACTED] (hereinafter called “Business”), otherwise known as the “Parties” to this Agreement.

RECITALS

WHEREAS, the City of Anna, Texas is a municipality operating under a home-rule charter (the “City”); and

WHEREAS, in December 2019, a novel coronavirus, now designated SARS-Co V2 which causes the disease COVID-19, was detected in Wuhan, China; and

WHEREAS, President Donald J. Trump declared a State of National Emergency for the United States of America on March 13, 2020 in response to the spread of COVID-19; and

WHEREAS, on March 13, 2020, Texas Governor Greg Abbott declared a statewide public health disaster; and

WHEREAS, on March 17, 2020, Mayor Nate Pike issued a declaration of local disaster for public health emergency for the City and such declaration was extended by the City Council; and

WHEREAS, on March 27, 2020, the Coronavirus Aid, Relief, and Economic Security Act (the “CARES Act”) was passed by Congress and signed into law by President Trump; and

WHEREAS, on April 22, 2020, the US Treasury established the Coronavirus Relief Fund added by Section 5001 of the CARES Act; and

WHEREAS, on May 11, 2020, the Collin County Commissioners court took the first steps to distribute the CARES Act funds and adopted the ‘Collin Cares’ recovery plan which provides funding for cities’ COVID-19 costs and business recovery efforts; and

WHEREAS, the COVID-19 pandemic has caused closures of and limitations on local businesses; and

WHEREAS, Chapter 380 of the Texas Local Government Code allows municipalities to establish economic development programs for making grants of public money to promote local economic development and to stimulate business and commercial activity in the municipality; and

WHEREAS, the COVID-19 National Disaster has caused business enterprise in Anna, Texas, to temporarily close and/or experience reductions in sales, workforce, capital development and/or development; and

WHEREAS, the City Council of the City recognizes the economic strain the COVID-19 pandemic is causing its local businesses, and desires to establish a stimulus program from the CARES Act funding from the Interlocal Cooperation Agreement with Collin County in order to provide limited financial assistance to small businesses located within the city limits; and

WHEREAS, the City Council finds that establishing this program pursuant to Chapter 380 of the Texas Local Government Code and awarding grants to qualified small businesses will serve the public health, safety and welfare of the City; and

WHEREAS, Business desires to retain its number of employees and payroll, as well as its capital investment, to the numbers and amounts prior to the National Disaster declaration and COVID-19 pandemic crisis; and

WHEREAS, providing Business with the funds under this Agreement will contribute to the City of Anna by helping retain jobs and increase employment back to the numbers prior to the COVID-19 National Disaster, promoting and developing expanded business enterprises, increased development, increased real property value and tax revenue for the City of Anna, and will have both a direct and indirect positive overall improvement/stimulus in the local and state economy; and

WHEREAS, the City desires to offer an incentive to Business to enable Business to retain and increase its employees and payroll to the numbers prior to the COVID-19 National Disaster declaration and to train its employees on how to conduct business during such a National Disaster and pandemic pursuant to this Agreement; and

WHEREAS, the Parties are executing and entering into this Agreement to set forth certain terms and obligations of the Parties with respect to such matters; and

WHEREAS, the Parties recognize that all agreements of the Parties hereto and all terms and provisions hereof are subject to the laws of the State of Texas and all rules, regulations and interpretations of any agency or subdivision thereof at any time governing the subject matters hereof; and

WHEREAS, the Parties agree that all conditions precedent for this Agreement to become a binding agreement have occurred and been complied with, including all requirements pursuant to the Texas Open Meetings Act and all public notices and hearings, if any, have been conducted in accordance with Texas law; and

WHEREAS, on the Effective Date, the commitments contained in this Agreement shall become legally binding obligations of the Parties.

NOW, THEREFORE, in consideration of the mutual covenants, benefits and agreements described and contained in this Agreement, and for other good and valuable consideration, the

receipt and sufficiency of which are hereby acknowledged and further described herein, the Parties agree as follows:

ARTICLE I RECITALS

The recitals set forth above are declared true and correct by the Parties and are hereby incorporated as part of this Agreement.

ARTICLE II AUTHORITY AND TERM

1. Authority. The City's execution of this Agreement is authorized by Chapter 380 of the Texas Local Government Code and constitutes a valid and binding obligation of the City. The City acknowledges that Business is acting in reliance upon the City's performance of its obligations under this Agreement in making the decision to commit substantial resources to the establishment of the "Project" in the above recitals.

2. Term. This Agreement shall become enforceable upon the Effective Date, hereinafter established, and shall continue until the Expiration Date, hereinafter established, unless terminated sooner or extended by mutual agreement of the Parties in the manner provided for herein.

3. Purpose. The purpose of this Agreement is to formalize the agreements between the Business and the City for the granting of funds to cover certain costs associated with the Project and specifically state the covenants, representations of the Parties, and the incentives associated with Business's commitment to abide by all applicable law and to abide by the terms of this Agreement, which has been approved by the City and the Business. It is expressly agreed that this Agreement constitutes a single transaction. A failure to perform any obligation by the Business may constitute a breach of the entire Agreement and terminate any further commitments (if any) by the City unless an alternative penalty or remedy is provided for herein.

4. Administration of Agreement. Upon the Effective Date, the City delegates the administration and oversight of this Agreement to the Anna Community Development Corporation acting through the City's Economic Development Director. Any proposed amendments to this Agreement shall require the approval of the City.

ARTICLE III DEFINITIONS

As used in this Agreement, the following terms shall have the meanings ascribed below. All undefined terms shall retain their usual and customary meaning as ascribed by common and ordinary usage.

"Anniversary/Year" - Performance and incentive calculations based upon years and anniversaries as used in this Agreement shall be calculated with the year and date zero beginning on the date the

last party signs this agreement and first anniversary is twelve (12) months from that date, and so on with each year and anniversary from that date forward.

“Bankruptcy” shall mean the dissolution or termination of a Party’s existence as a going business, insolvency, appointment of receiver for any part of such Party’s property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such party and such proceeding is not dismissed within ninety (90) days after the filing thereof.

“Default”, unless otherwise specifically defined or limited by this Agreement, shall mean failure by any Party to timely and substantially comply with any performance requirement, duty, or covenant.

“Effective Date” shall be the date of the last signing by a party to the agreement.

“Expiration Date” shall mean the earlier of:

1. The first Anniversary of the Effective Date; or
2. The date of termination, provided for under Article VI of this Agreement.

“Force Majeure” shall mean any contingency or cause beyond the reasonable control of a party, including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of a party), fires, explosions or floods, strikes, slowdowns or work stoppages.

“Incentive Grant” means that money provided to the Business as an incentive for the creation and retention of workers and labor force in Anna, Texas.

“Project” shall mean the Business’s promise and agreement herein to use the COVID-19 relief funds awarded by the City to contribute to the City of Anna by helping retain jobs and increase employment back to the numbers prior to the COVID-19 National Disaster, as well as to train its employees on how to conduct business safely and in accordance with Center for Disease Control standards during this and any future similar National Disaster declaration.

ARTICLE IV CITY OBLIGATION

1. COVID-19 Relief Award.

City shall pay a one-time payment of up to \$5,000 (“Incentive Grant”) to Business as its COVID-19 relief funds in accordance with the Project, which shall be made available via direct deposit or mailed by check by the City.

2. Incentive Grant.

The Incentive Grant is being awarded to Business for it to expand to the size, enterprise and/or revenue levels experienced by the Business prior to the National Disaster declaration and COVID-19 pandemic crisis that caused economic and business retraction. Business is obligated to retain jobs or increase its employment or payroll back or business enterprise back to the numbers prior to the COVID-19 National Disaster, as well as to train its employees on how to conduct business safely and in accordance with Center for Disease Control standards during this and any future similar National Disaster declaration.

Business further agrees to provide City with the following information (if applicable to the Business) on or before the Expiration Date:

- (a) 2020 ad valorem tax receipt showing Business's personal property taxes paid for 2020 (should be available February 2021 at latest);
 - (b) February 2021 Texas Comptroller of Public Accounts sales tax receipt; and,
 - (c) Texas Workforce Commission's Unemployment Tax Services Employer's Quarterly Report filed January 2021 (or comparable TWC statement or receipt showing payroll numbers for January 2021).
3. Confidentiality. The City agrees to the extent allowed by law to keep all tax information and documentation received, pursuant to this Agreement hereof, confidential. In the event a request is made for such information, City will not disclose the information unless required to do so by the Attorney General of Texas or other authority having valid jurisdiction.
4. Current Revenue. The funds distributed hereunder shall be paid solely from lawfully available funds of the City. Under no circumstances shall the obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. None of the obligations under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.

ARTICLE V COVENANTS AND DUTIES

1. Business's Covenants and Duties. Business makes the following covenants and warranties to the City and agrees to timely and fully perform the obligations and duties contained in Article IV of this Agreement. Any false or substantially misleading statements contained herein or failure to timely and fully perform those obligations and duties within this Agreement shall be an act of Default by the Business.
- (a) Business is authorized to do business and is in good standing in the State of Texas and shall remain in good standing in the State of Texas and the United States of America during any term of this Agreement.

- (b) The execution of this Agreement has been duly authorized by Business's authorized agent, and the individual signing this Agreement is empowered to execute such Agreement and bind the entity. Said authorization, signing, and binding effect is not in contravention of any law, rule, regulation, or of the provisions of Business's by-laws, or of any agreement or instrument to which Business is a party to or by which it may be bound.
 - (c) Business is not a party to any Bankruptcy proceedings currently pending or contemplated, and Business has not been informed of any potential involuntary Bankruptcy proceedings.
 - (d) To its current, actual knowledge, and subject to the Certificate of Occupancy (or other approvals and permits necessary for the operations of the Business), Business has acquired and maintained all necessary rights, licenses, permits, and authority to carry on its business in the City of Anna and will continue to use its best efforts to maintain all necessary rights, licenses, permits, and authority.
 - (e) Business shall timely and fully comply with all of the terms and conditions of this Agreement.
 - (f) Business shall cooperate with the City in providing all necessary information to assist them in complying with this Agreement.
 - (g) During the term of this Agreement, Business agrees to not knowingly employ any undocumented workers as part of the Project, and, if convicted of a violation under 8 U.S.C. Section 1324a(1), Business shall be in Default (subject to the obligations in Article IV and the remedies in Article VII). Business is not liable for an unknown violation of this Section by a subsidiary, affiliate, or franchisee of Business or by a person with whom Business contracts; provided, however, that identical federal law requirements provided for herein shall be included as part of any agreement or contract which Business enters into with any subsidiary, assignee, affiliate, or franchisee for which funds provided herein will be used.
 - (h) Business shall not have been in arrears and shall be current on its payment of all City taxes and fees that were due and owing prior to Mayor Nate Pike's declaration of a local disaster for public health emergency on March 17, 2020.
 - (i) City has the right to periodically (and with reasonable advance notice) verify the terms and conditions of this Agreement.
2. Compliance and Default. Failure by Business to timely comply with any performance requirement, duty, or covenant shall be considered an act of Default and shall give the City the right to terminate this Agreement and collect the Recapture Amount, as determined by the City.

ARTICLE VI TERMINATION

Termination. This Agreement shall terminate upon the earliest occurrence of any one or more of the following:

- (a) The written agreement of the Parties;
- (b) The Agreement's Expiration Date;
- (c) Default by Business (at the option of the City).

ARTICLE VII DEFAULT

1. Business Events of Default.

- (a) Failure of Business to perform under this Agreement.
- (b) City determines that any representation or warranty contained herein or in any application, financial statement, certificate, report or opinion submitted to City in connection with or pursuant to the requirements of this Agreement was incorrect or misleading in any material respect when made; or
- (c) Any judgment is assessed against Business or any attachment or other levy against the property of Business with respect to a claim remains unpaid, unstayed on appeal, undischarged, not bonded or not dismissed for a period of thirty (30) days; or
- (d) Business makes an assignment for the benefit of creditors; admits in writing its inability to pay its debts generally as they become due; files a petition in Bankruptcy; is adjudicated insolvent or bankrupt; petitions or applies to any tribunal for any receiver or any trustee of Business or any substantial part of its property, commences any action relating to Business under any reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction whether now or hereafter in effect; or if there is commenced against Business any such action and such action remains undismissed or unanswered for a period of sixty (60) days from such filing, or Business by any act indicates its consent to or approval of any trustee of Business or any substantial part of its property; or suffers any such receivership or trustee to and such appointment remains unvacated for a period of sixty (60) days; or
- (e) Business substantially changes its present ownership without written notification to City within thirty (30) days of such change; or
- (f) Business moves the location of the business outside the City or changes the general character of business as conducted at the date hereof or engages in any type of business not reasonably related to its business as presently and normally conducted.

2. Remedies for Default.

- (a) In the event of Default by the Business, the City shall, as its sole and exclusive remedy for Default hereunder, have the right to terminate this Agreement and to recapture one hundred percent (100%) of the Incentive Grant (the “Recapture Amount”) if the Default occurs on or prior to the termination date.
- (b) Business agrees a remedy for Default is the City seeking a mandamus from a court of competent jurisdiction; or the appointment of a receiver in equity with the power to charge and collect rents, purchase price payments, and loan payments; and, apply the revenue from the Project in accordance with this Agreement.

**ARTICLE VIII
MISCELLANEOUS**

- 1. Binding Agreement. The terms and conditions of this Agreement shall be binding on and inure to the benefit of the Parties, and their respective successors and assigns. The Economic Development Director or City Manager shall be responsible for the administration of this Agreement and shall have the authority to execute any instruments, duly approved by the City, on behalf of the Parties related thereto.
- 2. Mutual Assistance. The Parties will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions.
- 3. Representations and Warranties. The City represents and warrants to Business that this Agreement is within their authority, and that they are duly authorized and empowered to enter into this Agreement, unless otherwise ordered by a court of competent jurisdiction. Business represents and warrants to the City that it has the requisite authority to enter into this Agreement.
- 4. Assignment. Business shall have the right to assign all of its rights, duties, and obligations under this Agreement to a duly qualified third party with prior written approval of the City. Any assignment provided for herein shall not serve to enlarge or diminish the obligations and requirements of this Agreement, nor shall they relieve Business of any liability to the City, including any required indemnity in the event that any Assignee hereof shall at any time be in Default of the terms of this Agreement. The City may demand and receive adequate assurance of performance including the deposit or provision of financial security by any proposed Assignee prior to its approval of an assignment.
- 5. Independent Contractors.
 - (a) It is expressly understood and agreed by all Parties hereto that in performing their services hereunder, Business at no time will be acting as an agent of the City and that all

consultants or contractors engaged by Business respectively will be independent contractors of Business; and nothing contained in this Agreement is intended by the Parties to create a partnership or joint venture between the Parties and any implication to the contrary is hereby expressly disavowed. The Parties hereto understand and agree that the City will not be liable for any claims that may be asserted by any third party occurring in connection with services performed by Business respectively under this Agreement.

- (b) By entering into this Agreement, except as specifically set forth herein, the Parties do not waive, and shall not be deemed to have waived, any rights, immunities, or defenses either may have, including the defense a party, and nothing contained herein shall ever be construed as a waiver of sovereign or official immunity by the City with such rights being expressly reserved to the fullest extent authorized by law and to the same extent which existed prior to the execution hereof.
- (c) No employee of the City, or any board member, or agent of the City, shall be personally responsible for any liability arising under or growing out of this Agreement.

6. Notice. Any notice required or permitted to be delivered hereunder shall be deemed delivered by actual delivery, or on the first business day after depositing the same in the hands of a reputable overnight courier (such as United States Postal Service, FedEx or UPS) and addressed to the Party at the address set forth below:

If intended for City:

City of Anna
Attention: City Manager
111 N. Powell Pkwy
Anna, TX 75409

With a copy to:

Wolfe, Tidwell & McCoy, LLP
Attention: Clark McCoy
2591 Dallas Pkwy, Ste 300
Frisco, TX 75034

If to the Business:

Any Party may designate a different address at any time upon written notice to the other Parties.

- 7. Governmental Records. All invoices, records and other documents required for submission to the City pursuant to the terms of this Agreement are Governmental Records for the purposes of Texas Penal Code Section 37.10.

8. Governing Law. The Agreement shall be governed by the laws of the State of Texas, and the venue for any action concerning this Agreement shall be in the Courts of Collin County. The Parties agree to submit to the personal and subject matter jurisdiction of said court.
9. Amendment. This Agreement may be amended only by mutual written agreement of the Parties.
10. Legal Construction. In the event any one or more of the provisions contained in this Agreement shall, for any reason, be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions of this Agreement, and it is the intention of the Parties to this Agreement that, in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid, or unenforceable.

Each of the Parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which Party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, whatever its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any Party.

11. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the Parties that, in any manner, relates to the subject matter of this Agreement, except City approved amendments to this Agreement.
12. Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.
13. Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.
14. Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.
15. Indemnification.

BUSINESS AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY OF ANNA AND THE ANNA COMMUNITY DEVELOPMENT CORPORATION AND THEIR RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY, "RELEASE PARTIES"), HARMLESS FROM AND AGAINST ANY AND ALL

REASONABLE LIABILITIES, DAMAGES, CLAIMS, LAWSUITS, JUDGMENTS, ATTORNEY FEES, COSTS, EXPENSES AND ANY CAUSE OF ACTION THAT DIRECTLY RELATES TO ANY OF THE FOLLOWING: ANY ACT OR OMISSION OR BREACH OR NON-PERFORMANCE BY BUSINESS UNDER THIS AGREEMENT EXCEPT THAT THE INDEMNITY PROVIDED HEREIN SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE ACTION OR OMISSIONS OF THE RELEASED PARTIES. THE PROVISIONS OF THIS SECTION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY..

16. Additional Instruments. The Parties agree and covenant to cooperate, negotiate in good faith, and to execute such other and further instruments and documents as may be reasonably required to fulfill the public purposes provided for and included within this Agreement.
17. Force Majeure. Whenever a period of time is herein prescribed for action to be taken by the Business, the Business shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to causes of any kind whatsoever which are caused by Force Majeure.

[SIGNATURE PAGE(S) FOLLOW]:

Executed on this _____ day of _____ 2020.

Business: _____

Signed: _____

By: _____

Title: _____

Executed on this _____ day of _____ 2020.

CITY OF ANNA

By: _____

Name: Jim Proce, City Manager



Item No. 7
CDC/EDC Agenda
Staff Report

Meeting Date: 7.02.2020
Staff Contact: Joey Grisham

AGENDA ITEM:

Discuss preliminary FY 2021 CDC and EDC budgets.

SUMMARY:

Staff will provide a presentation at the Board Meeting.

STAFF RECOMMENDATION:

ATTACHMENTS:



Item No. 8
CDC/EDC Agenda
Staff Report

Meeting Date: 7.02.2020
Staff Contact: Joey Grisham

AGENDA ITEM:

Consider/Discuss/Act on a resolution expending funds for Business Park engineering and architectural services and authorizing the Economic Development Director to enter into a contract for said services.

SUMMARY:

Staff has been discussing the design of a master plan for the Anna Business Park and engineering services with different firms. Several prospective tenants have asked for updated plans and we are in need of such services.

STAFF RECOMMENDATION:

On behalf of the EDC, approve a resolution expending funds not to exceed \$45,000 for Business Park engineering and architectural services, and authorizing the Economic Development Director to execute a contract for said services subject to legal approval of final form.

ATTACHMENTS:

1. Resolution



Item No. 9
CDC/EDC Agenda
Staff Report

Meeting Date: 7.02.2020
Staff Contact: Joey Grisham

AGENDA ITEM:

Consider/Discuss/Act on a resolution expending funds for marketing services and authorizing the Economic Development Director to enter into a contract for said services.

SUMMARY:

As you are aware, marketing is a key component of the Economic Development Strategic Plan. In particular, the development of a comprehensive marketing plan and tagline are high priorities for the Board, City Council and staff. Taylor and I have spoken with multiple firms and identified a few that stand out from the others. Approval of this resolution allows staff to execute a contract and initiate the process.

STAFF RECOMMENDATION:

On behalf of the CDC, approve a resolution expending funds for marketing services not to exceed \$45,000 and authorizing the Economic Development Director to enter into a contract for said services subject to legal approval of final form.

ATTACHMENTS:

1. Marketing Resolution

ANNA ECONOMIC DEVELOPMENT CORPORATION

RESOLUTION NO. _____

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

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

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

Section 1. Recitals Incorporated

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

Section 2. Approval of Funding

The EDC hereby authorizes the Economic Development Director to execute contracts with architectural and engineering companies subject to legal approval of final form and to charge the EDC’s contract services line item in an amount not to exceed \$45,000 in the Fiscal Year 2019-2020 for architectural and engineering services related to the Anna Business Park.

PASSED AND APPROVED by the Anna Economic Development Corporation this 2nd day of July 2020.

APPROVED:

ATTEST:

Anthony Richardson, EDC President

Rocio Gonzalez, EDC Secretary

ANNA COMMUNITY DEVELOPMENT CORPORATION

RESOLUTION NO. _____

A RESOLUTION OF THE ANNA COMMUNITY DEVELOPMENT CORPORATION APPROVING AND AUTHORIZING AN AGREEMENT AND THE EXPENDITURE OF FUNDS FOR MARKETING AND PROMOTIONAL PURPOSES TO PROVIDE A COMPREHENSIVE MARKETING PLAN AND TAGLINE.

WHEREAS, the Anna Community Development Corporation (the “CDC”) wishes to expend funds for marketing and promotional purposes to provide a comprehensive marketing plan and tagline.

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

Section 1. Recitals Incorporated

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

Section 2. Approval of Funding

The CDC hereby authorizes the Economic Development Director to execute contracts with marketing, advertising, promotional and printing companies subject to legal approval of final form and to charge the CDC’s promotional line item in an amount not to exceed \$45,000 in the Fiscal Year 2019-2020 for the development of a comprehensive marketing plan and tagline for Community and Economic Development purposes.

PASSED AND APPROVED by the Anna Community Development Corporation this 2nd day of July 2020.

APPROVED:

ATTEST:

Anthony Richardson, CDC President

Rocio Gonzalez, CDC Secretary



Item No. 10

CDC/EDC Agenda

Staff Report

Meeting Date: 7.02.2020

Staff Contact: Joey Grisham

AGENDA ITEM:

Director's Report

- A. Report on current corporate financial status—Discussion Only
- B. ED Strategic Plan Update
- C. Comp Plan, Downtown Master Plan, and Parks/Trails Master Plan Update

SUMMARY:

The Director of Economic Development will provide an update on the financial status of the CDC and EDC.

CDC Fund Balance: \$995,238.54

CDC Sales Tax Revenue (April) \$110,696.51

CDC Sales Tax Revenue (YTD) \$599,523.60

EDC Fund Balance: \$465,508.03

The Director of Economic Development will also provide an update on the Economic Strategic Plan as well as the Comprehensive Plan / Downtown Master Plan / Parks Trails and Open Space Master Plan.

STAFF RECOMMENDATION:

ATTACHMENTS:

1. May CDC and EDC Financial Statements

CDC Balance Sheet
For Period Ending 05/31/2020

		Beginning Balance 10/1/2019	Current Month Activity 5/31/2020	YTD Activity	Ending Balance 5/31/2020
Assets					
89-000-1010	Bank - Operating Funds	736,827.82	99,734.36	189,114.70	925,942.52
89-000-1012	Bank - Restricted Funds	19,118.43	12.26	206.73	19,325.16
89-000-1150	Accounts Receivable	-	-	-	-
89-000-1160	Accounts Receivable - Sales Tax	188,459.31	-	(188,459.31)	-
89-000-1202	Receivables - Due From General Fund	-	-	-	-
89-000-1215	Receivables - Local Business Loans	91,310.00	-	-	91,310.00
Total Assets		1,035,715.56	99,746.62	862.12	1,036,577.68
Liabilities					
89-000-2001	Accounts Payable	13,857.47	(635.86)	(13,828.33)	29.14
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	1,817.28	-	(1,817.28)	-
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		56,984.75	(635.86)	(15,645.61)	41,339.14
Fund Balance					
89-000-3711	Fund Balance	887,420.81	100,382.48	16,507.73	903,928.54
89-000-3711	Fund Balance - Restricted	91,310.00	-	-	91,310.00
Total Fund Balance		978,730.81	100,382.48	16,507.73	995,238.54

CDC Income Statement
For Period Ending 05/31/2020

		Current Month Activity 5/31/2020	YTD Activity
Revenues			
89-825-5225	Sales Tax Revenue - General	110,696.51	599,523.60
89-825-5329	Donations	-	117.00
89-825-5499	Miscellaneous Revenue	-	-
89-825-5530	Interest Revenue	580.61	9,239.70
89-825-5800	Transfers in	-	-
89-825-5840	Bond Proceeds	-	-
Total Revenues		<u>111,277.12</u>	<u>608,880.30</u>

Expenses			
89-825-6101	Salaries	6,814.05	39,253.04
89-825-6114	Payroll Taxes-City Part FICA	521.28	3,141.91
89-825-6121	Health Insurance	78.96	631.68
89-825-6125	TMRS Retirement	968.96	5,945.22
89-825-6126	Unemployment	-	144.00
89-825-6127	Worker's Compensation	-	153.00
89-825-6129	Miscellaneous Payroll	-	-
89-825-6208	Office Supplies	-	531.01
89-825-6209	Other Supplies - Misc.	147.24	708.64
89-825-6210	Clothing Supplies	-	530.00
89-825-6212	Postage	-	-
89-825-6299	IT Supplies	-	-
89-825-6700	Economic Development Grant Expense	-	123,467.35
89-825-6703	Contract Services	562.50	56,379.00
89-825-6710	Travel/Training Expense	79.00	11,693.77
89-825-6722	Insurance - Property & Liability	-	3,500.00
89-825-6731	Public Notices - Advertising	-	-
89-825-6735	Promotion Expense	854.32	12,371.06
89-825-6753	Legal Expense	702.00	3,184.81
89-825-6755	Audit Expense	-	3,297.50
89-825-6756	Engineering	-	-
89-825-6761	Dues, Publications, Permits & Licenses	166.33	1,779.33
89-825-6783	Telephones - Pagers	-	-
89-825-6789	Debt-Service Principal	-	215,000.00
89-825-6790	Interest Expense	-	57,008.75
89-825-6795	Bond Fees	-	-
89-825-6799	Other Services - Misc.	-	53,652.50
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>10,894.64</u>	<u>592,372.57</u>
Net Profit/Loss		<u>100,382.48</u>	<u>16,507.73</u>

Account	Description	Date	Document	PO Number / Ref Number	Payor Vendor	Description	Debit Amt	Credit Amt
89-825-6101	Salaries	05/08/20				Payroll Run 1429: 4/20/2020 - 5/3/2020	3,407.03	-
89-825-6101	Salaries	05/22/20				Payroll Run 1441: 5/4/2020 - 5/17/2020	3,407.02	-
89-825-6114	Payroll Taxes-City Part FICA	05/08/20				Payroll Run 1429: 4/20/2020 - 5/3/2020	260.64	-
89-825-6114	Payroll Taxes-City Part FICA	05/22/20				Payroll Run 1441: 5/4/2020 - 5/17/2020	260.64	-
89-825-6121	Health Insurance	05/15/20	2020-05 Renewal Credit		143-TML IEBP	TMLIEBP Renewal Credit	-	8.25
89-825-6121	Health Insurance	05/15/20	2020-05	28271	143-TML IEBP	TML Insurance & Flexible Spending	87.21	-
89-825-6125	TMRS Retirement	05/31/20	May 2020	28168	153-TMRS	CDC TMRS Retirement City Contribution	968.96	-
89-825-6209	Other Supplies - Misc.	04/06/20	5423-JG-Apr-20-5	27357	955-JP Morgan Chase Bank NA	Brookshires - meal for EDC meeting	12.37	-
89-825-6209	Other Supplies - Misc.	04/06/20	9649-TL-Apr-20-1	27357	955-JP Morgan Chase Bank NA	Brookshires - Meal for EDC meeting	75.74	-
89-825-6209	Other Supplies - Misc.	04/06/20	9649-TL-Apr-20-2		955-JP Morgan Chase Bank NA	Refund of taxes	-	5.77
89-825-6209	Other Supplies - Misc.	04/06/20	9649-TL-Apr-20-4	27460	955-JP Morgan Chase Bank NA	Office Depot - Name Plates for Inc-Cube Offices	64.90	-
89-825-6703	Contract Services	04/06/20	9649-TL-Apr-20-5	27601	955-JP Morgan Chase Bank NA	Real Massive - February listings	562.50	-
89-825-6710	Travel/Training Expense	05/05/20	9649-TL-May-20-1	28122	955-JP Morgan Chase Bank NA	TEDC Webinar - Taylor	79.00	-
89-825-6735	Promotion Expense	04/06/20	9649-TL-Apr-20-3	27897	955-JP Morgan Chase Bank NA	4AllPromos - Phone Ring Stands	654.18	-
89-825-6735	Promotion Expense	05/20/20	52020	28178	2275-Stonebridge Videography	COVID-19 Recovery Grant Promotion Video	250.00	-
89-825-6735	Promotion Expense	05/05/20	9649-TL-May-20-2		955-JP Morgan Chase Bank NA	Refund for Taxes	-	49.86
89-825-6753	Legal Expense	05/07/20	15263	27990	139-Wolfe, Tidwell & McCoy, LLP	April Legal Services - CDC	702.00	-
89-825-6761	Dues, Publications & Licenses	04/06/20	8129-JC-Apr-20-15	27869	955-JP Morgan Chase Bank NA	Amazon Prime - Membership Renewal	166.33	-
							10,958.52	63.88
							Net Expenses	
							10,994.84	

Account	Date	Check	Description	Debit	Credit	Clrd	Balance	Notes
.			Carry Forward					
.								
.								
			Balance Forward				828,139.08	
XXXXXXXX0165	5/13/2020		ONLINE TRANSFER CREDIT Transfer From XX0200 to XX0165:Sales Tax Allocatio		110,696.51	Y	938,835.59	
XXXXXXXX0165	5/29/2020		ONLINE TRANSFER DEBIT Transfer From XX0165 to XX0200:AP PR CD MAY	11,451.54		Y	927,384.05	
XXXXXXXX0165	5/29/2020		ONLINE TRANSFER DEBIT Transfer From XX0165 to XX0200:CORR AP AND PR CD A	1,930.32		Y	925,453.73	
XXXXXXXX0165	5/31/2020		Interest Deposit		568.35	Y	926,022.08	
							926,022.08	Bank Balance
								DIT
							(78.96)	APCD
							(0.60)	Reconciling Items
							925,942.52	Adjusted Bank Balance
							925,942.52	GL Balance
								Reconciling Items
							925,942.52	Adjusted GL Balance
							-	Difference
							Reconciled	Reconciled

City of Anna Trial Balance

For Funds from 89 to 89
For the Fiscal Period 2020-8 Ending May 31, 2020

Community Development Corporation (89) Account	Beginning Balance		Transactions		Ending Balance	
	Debit	Credit	Debit	Credit	Debit	Credit
89-000-1010 Bank - Operating Funds	826,208.16		111,264.86	11,530.50	925,942.52	
89-000-1012 Bank - Restricted Funds	19,312.90		12.26	0.00	19,325.16	
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		665.00	7,643.91	7,008.05		29.14
89-000-2020 Federal W/H Tax Payable		0.00	405.32	405.32		0.00
89-000-2021 FICA Payable		0.00	1,042.56	1,042.56		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	476.98	476.98		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		978,730.81	0.00	0.00		978,730.81
89-825-5225 Sales Tax Revenue - General		488,827.09	0.00	110,696.51		599,523.60
89-825-5329 Donations		117.00	0.00	0.00		117.00
89-825-5499 Miscellaneous Revenue		0.00	0.00	0.00		0.00
89-825-5530 Interest Revenue		8,659.09	0.00	580.61		9,239.70
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	32,438.99		6,814.05	0.00	39,253.04	
89-825-6114 Payroll Taxes-City Part FICA	2,620.63		521.28	0.00	3,141.91	
89-825-6121 Health Insurance	552.72		87.21	8.25	631.68	
89-825-6125 TMRS Retirement	4,976.26		968.96	0.00	5,945.22	
89-825-6126 Unemployment	144.00		0.00	0.00	144.00	
89-825-6127 Worker's Compensation	153.00		0.00	0.00	153.00	
89-825-6129 Miscellaneous Payroll	0.00		0.00	0.00	0.00	
89-825-6208 Office Supplies	531.01		0.00	0.00	531.01	
89-825-6209 Other Supplies - Misc.	561.40		153.01	5.77	708.64	
89-825-6210 Clothing Supplies	530.00		0.00	0.00	530.00	
89-825-6212 Postage	0.00		0.00	0.00	0.00	
89-825-6299 IT Supplies	0.00		0.00	0.00	0.00	
89-825-6700 Economic Development Grant Expe	123,467.35		0.00	0.00	123,467.35	
89-825-6703 Contract Services	55,816.50		562.50	0.00	56,379.00	

City of Anna Trial Balance

For Funds from 89 to 89
For the Fiscal Period 2020-8 Ending May 31, 2020

Community Development Corporation (89) Account	Beginning Balance		Transactions		Ending Balance	
	Debit	Credit	Debit	Credit	Debit	Credit
89-825-6710 Travel/Training Expense	11,614.77		79.00	0.00	11,693.77	
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	11,516.74		904.18	49.86	12,371.06	
89-825-6753 Legal Expense	2,482.81		702.00	0.00	3,184.81	
89-825-6755 Audit Expense	3,297.50		0.00	0.00	3,297.50	
89-825-6756 Engineering	0.00		0.00	0.00	0.00	
89-825-6761 Dues, Publications & Licenses	1,613.00		166.33	0.00	1,779.33	
89-825-6783 Telecom	0.00		0.00	0.00	0.00	
89-825-6789 Debt-Service Principal	215,000.00		0.00	0.00	215,000.00	
89-825-6790 Interest Expense	57,008.75		0.00	0.00	57,008.75	
89-825-6795 Bond Fees	0.00		0.00	0.00	0.00	
89-825-6799 Other Services - Misc.	53,652.50		0.00	0.00	53,652.50	
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:	1,518,308.99	1,518,308.99	133,264.41	133,264.41	1,628,950.25	1,628,950.25
Grand Totals:	1,518,308.99	1,518,308.99	133,264.41	133,264.41	1,628,950.25	1,628,950.25

EDC Balance Sheet
For Period Ending 05/31/2020

		Beginning Balance 10/1/2019	Current Month Activity 5/31/2020	YTD Activity	Ending Balance 5/31/2020
Assets					
90-000-1010	Bank - Operating Funds	591,617.47	(1,524.18)	(125,909.44)	465,708.03
90-000-1011	Bank - Money Market & Savings Funds	-	-	-	-
90-000-1150	Accounts Receivable	449.00	-	(449.00)	-
90-000-1160	Accounts Receivable - Sales Tax	-	-	-	-
90-000-1202	Receivables - Due From General Fund	-	-	-	-
90-000-1215	Receivables - Local Business Loans	89,027.00	-	(1,500.00)	87,527.00
Total Assets		<u>681,093.47</u>	<u>(1,524.18)</u>	<u>(127,858.44)</u>	<u>553,235.03</u>
Liabilities					
90-000-2001	Accounts Payable	2,362.21	(705.00)	(2,362.21)	-
90-000-2005	Other Accounts Payable	1,008.34	-	(808.34)	200.00
90-000-2102	Payable - Due To General Fund(10)	-	-	-	-
90-000-2115	Deferred Revenue - Local Business Loans	89,027.00	-	(1,500.00)	87,527.00
90-000-2210	Retainage	-	-	-	-
90-000-2735	2011 CO's Current	-	-	-	-
90-000-2736	2011 CO's Non Current	-	-	-	-
Total Liabilities		<u>92,397.55</u>	<u>(705.00)</u>	<u>(4,670.55)</u>	<u>87,727.00</u>
Fund Balance					
90-000-3711	Fund Balance	<u>588,695.92</u>	<u>(819.18)</u>	<u>(123,187.89)</u>	<u>465,508.03</u>
Total Fund Balance		<u>588,695.92</u>	<u>(819.18)</u>	<u>(123,187.89)</u>	<u>465,508.03</u>

EDC Income Statement
For Period Ending 05/31/2020

**Current Month
Activity YTD Activity**

5/31/2020

Revenues

90-826-5350	Rental	375.75	6,875.44
90-826-5491	Gain on sales of Assets	-	-
90-826-5499	Miscellaneous Revenue	-	1,500.00
90-826-5530	Interest Revenue	296.03	5,910.30
90-826-5800	Transfers in	-	-
90-826-5853	Other Financial Source from Notes Payable	-	-
	Total Revenues	<u>671.78</u>	<u>14,285.74</u>

Expenses

90-826-6209	Other Supplies - Misc.	154.92	1,307.95
90-826-6210	Clothing Supplies	-	-
90-826-6212	Postage	-	-
90-826-6303	Maint. & Repair - Buildings	-	33.00
90-826-6703	Contract Services	423.89	124,014.76
90-826-6708	IT Support Services	154.94	254.12
90-826-6722	Insurance - Property & Liability	-	1,050.00
90-826-6735	Promotion Expense	-	-
90-826-6753	Legal Expense	270.00	3,374.28
90-826-6755	Audit Expense	-	3,297.50
90-826-6780	Electricity	433.22	1,690.01
90-826-6781	Gas - Natural/Propane	53.99	548.97
90-826-6782	City Utilities Water/Sewer/Trash	-	816.61
90-826-6783	Telephones - Pagers	-	1,086.43
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>1,490.96</u>	<u>137,473.63</u>
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Net Income/Loss	<u>(819.18)</u>	<u>(123,187.89)</u>
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[illegible]

City of Anna

Trial Balance

For Funds from 90 to 90
For the Fiscal Period 2020-8 Ending May 31, 2020

Economic Development Corporation (90)	Beginning Balance		Transactions		Ending Balance	
Account	Debit	Credit	Debit	Credit	Debit	Credit
90-000-1010 Bank - Operating Funds	467,232.21		671.78	2,195.96	465,708.03	
90-000-1011 Bank - Money Market & Savings Fu	0.00		0.00	0.00	0.00	
90-000-1150 Accounts Receivable	0.00		0.00	0.00	0.00	
90-000-1160 Accounts Receivable - Sales Tax	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		705.00	1,967.96	1,262.96		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
90-000-2210 Retainage		0.00	0.00	0.00		0.00
90-000-2735 2011 CO's Current		0.00	0.00	0.00		0.00
90-000-2736 2011 CO's Non-Current		0.00	0.00	0.00		0.00
90-000-3711 Fund Balance		588,695.92	0.00	0.00		588,695.92
90-826-5350 Rental		6,499.69	0.00	375.75		6,875.44
90-826-5491 Gain on sales of Assets		0.00	0.00	0.00		0.00
90-826-5499 Miscellaneous Revenue		1,500.00	0.00	0.00		1,500.00
90-826-5530 Interest Revenue		5,614.27	0.00	296.03		5,910.30
90-826-5800 Transfers In		0.00	0.00	0.00		0.00
90-826-5853 Other Financial Source from Notes		0.00	0.00	0.00		0.00
90-826-6209 Other Supplies - Misc.	1,153.03		154.92	0.00	1,307.95	
90-826-6210 Clothing Supplies	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	33.00		0.00	0.00	33.00	
90-826-6703 Contract Services	123,590.87		423.89	0.00	124,014.76	
90-826-6708 IT Support Services	99.18		154.94	0.00	254.12	
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	3,104.28		270.00	0.00	3,374.28	
90-826-6755 Audit Expense	3,297.50		0.00	0.00	3,297.50	
90-826-6780 Electricity	1,256.79		433.22	0.00	1,690.01	
90-826-6781 Gas - Natural/Propane	494.98		53.99	0.00	548.97	
90-826-6782 City Utilities Water/Sewer/Trash	816.61		0.00	0.00	816.61	
90-826-6783 Telecom	1,086.43		0.00	0.00	1,086.43	
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	

City of Anna

Trial Balance

For Funds from 90 to 90
For the Fiscal Period 2020-8 Ending May 31, 2020

Economic Development Corporation (90) Account	Beginning Balance		Transactions		Ending Balance	
	Debit	Credit	Debit	Credit	Debit	Credit
90-826-9800						
Transfers Out		0.00		0.00		0.00
Totals:	690,741.88	690,741.88	4,130.70	4,130.70	690,708.66	690,708.66
Grand Totals:	690,741.88	690,741.88	4,130.70	4,130.70	690,708.66	690,708.66