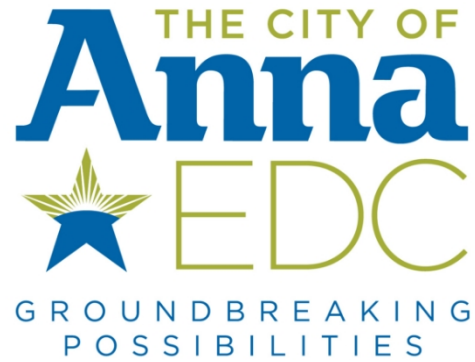
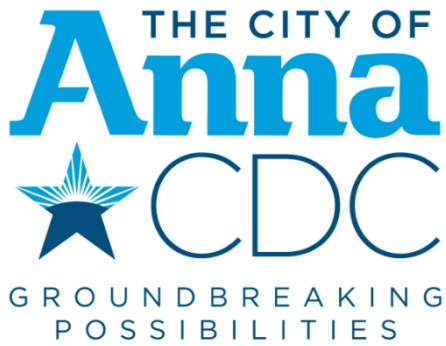




**MEETING AGENDA
ANNA COMMUNITY DEVELOPMENT CORPORATION
AND
ANNA ECONOMIC DEVELOPMENT CORPORATION**

Thursday, October 7, 2021 @ 6:00 PM

The EDC/CDC of the City of Anna will meet at 6:00 PM, on October 7, 2021, at the Anna City Hall, Located at 111 North Powell Parkway (Hwy 5), to consider the following items below.

1. **Call to Order, Roll Call and Establishment of Quorum.**
2. **Invocation and Pledge of Allegiance.**
3. **Neighbor Comments.**
Persons may address the Board of Directors on items not on the agenda; please observe the time limit of three (3) minutes. Members of the Board cannot comment on or deliberate statements of the public except as authorized by Section 551.042 of the Texas Government Code.
4. **Consent Agenda.**
 - a. Consider/Discuss/Act on approving minutes from the August 5, 2021 Joint Community Development Corporation and Economic Development Corporation Meeting. (CDC)
 - b. Consider/Discuss/Act on approving minutes from the August 5, 2021 Joint Community Development Corporation and Economic Development Corporation Meeting. (EDC)
5. **Individual Consideration.**
 - a. Consider/Discuss/Act on a resolution approving an Agreement with Cooksey Communications for marketing/promotional services. (CDC)
6. **Director's Report.**
 - a. Sales Tax Reports

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.

- b. Budget Reports
 - c. Upcoming Events
 - d. ICSC December Trade Show
 - e. Strategic Plan Update
7. **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. Lease agreement.
 - 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 professional services 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.
8. **Reconvene into open session and take any action on closed session items.**
9. **Receive reports from staff or Board Members about items of community interest.**
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.
10. **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 October 4, 2021.

Joey Grisham, Director of Economic

Development



AGENDA ITEM:
Consent Agenda.

SUMMARY:

STAFF RECOMMENDATION:

ATTACHMENTS:

Item No. 4.

EDC/CDC Agenda
Staff Report

Meeting Date: 10/7/2021
Staff Contact:



Item No. 4.a.

EDC/CDC Agenda
Staff Report

Meeting Date: 10/7/2021
Staff Contact:

AGENDA ITEM:

Consider/Discuss/Act on approving minutes from the August 5, 2021 Joint Community Development Corporation and Economic Development Corporation Meeting. (CDC)

SUMMARY:

STAFF RECOMMENDATION:

ATTACHMENTS:

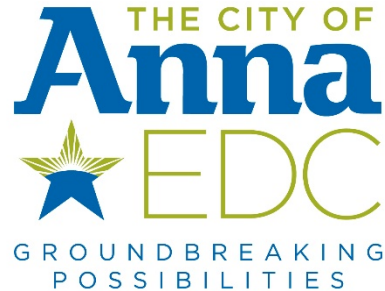
1. August 5th 2021 CDC EDC Joint Meeting Minutes

Officers:

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

Staff:

Joey Grisham, Economic Development Director
Taylor Lough, Economic Development Manager
Nathaniel Johnson, Economic Development Intern



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

Thursday, August 5, 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 called meeting at 6:00 p.m. on Thursday, August 5, 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, Michelle Hawkins, Kylee Kelley, and Shane Williams. **CDC and EDC Board Members Absent:** Rocio Gonzalez, Matthew Seago, and Bruce Norwood. **Others Present:** Joey Grisham (Economic Development Director), Taylor Lough (Economic Development Manager), Nathaniel Johnson (Economic Development Intern), Mayor Nate Pike, and Lee Miller (Anna City Council Mayor Pro Tem). **Others Participating Remotely:** Clark McCoy (Attorney).

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

The meeting was called to order by Anthony Richardson, Board President, at 6:02 p.m.

2. Invocation and Pledge.

Invocation and Pledge of Allegiance were led by Anthony Richardson.

3. Neighbor Comments.

None.

4. Consent Agenda.

- a. Consider/Discuss/Act on approving minutes from the July 5, 2021, Joint Community Development Corporation and Economic Development Corporation Meeting. (CDC)
- b. Consider/Discuss/Act on approving minutes from the July 5, 2021, Joint Community Development Corporation and Economic Development Corporation Meeting. (EDC)

Officers:

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

Staff:

Joey Grisham, Economic Development Director
Taylor Lough, Economic Development Manager
Nathaniel Johnson, Economic Development Intern

Anthony Richardson made a motion on behalf of the CDC and EDC to approve the consent agenda. Shane Williams seconded the motion. All were in favor. Motion passed.

5. **Individual Consideration**

6. **Director's Report**

a. **NTCAR Expo - September 2nd**

The North Texas Commercial Association of Realtors (NTCAR) Expo has been scheduled for Thursday, September 2nd from 3:00 to 7:00 p.m. at Gilley's Dallas. Please let staff know if you plan to attend as the EDC is a sponsor. It is good to have Board Members at the booth to chat with attendees.

b. **July Strategic Plan Update**

Staff reported strong website analytics from all webpages including the google business page. Staff met with the new Executive Director Angie Toles of the Greater Anna Chamber of Commerce, and more follow-up conversation are to come. Staff met with Baylor Scott and White McKinney President Erin Blair. The group is looking to do something in the area, and they will be meeting at their Dallas office next week to pitch the idea. Staff will continue to provide information to the group.

c. **Downtown Plan and Incentives**

Staff is working on downtown incentives policy. Staff is looking at other cities downtown incentives as a guide. Furthermore, staff is working on the downtown plan which includes rezoning, changing dated city ordinance, updating the water tower, and branding.

d. **Economic Development Recap**

Great event. Speakers did a great job. The message of Anna being open for business was clearly communicated. EDC plans to host more micro events in the future and have events geared towards targeted audiences.

7. **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,
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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
Nathaniel Johnson, Economic Development Intern

Michelle Hawkins made a motion to enter closed session. Kylee Kelly seconded the motion. All were in favor. Motion passed. CDC Board entered closed session at 6:40 p.m.

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

Michelle Hawkins made a motion to reconvene into open session. Kylee Kelly seconded the motion. All were in favor. Motion passed. The CDC reconvened into open session at 7:01 p.m.

Anthony Richardson made a motion to approve a real estate contract for the Anna Business Park. Shane Williams seconded the motion. All were in favor. Motion passed.

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

Lee Miller (Anna City Council Mayor Pro Tem) thanked the board members for their commitment to the city of Anna's Economic and Community Development Corporations. He asked that members call an EDC/CDC staff member ahead of the meeting if you are unable to attend the board meeting, and asked board members be mindful of what they post on social media, as they represent the City of Anna.

10. Adjourn.

Anthony Richardson made a motion to adjourn the meeting at 7:04 pm. Kylee Kelly 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. 4.b.

EDC/CDC Agenda
Staff Report

Meeting Date: 10/7/2021
Staff Contact:

AGENDA ITEM:

Consider/Discuss/Act on approving minutes from the August 5, 2021 Joint Community Development Corporation and Economic Development Corporation Meeting. (EDC)

SUMMARY:

STAFF RECOMMENDATION:

ATTACHMENTS:

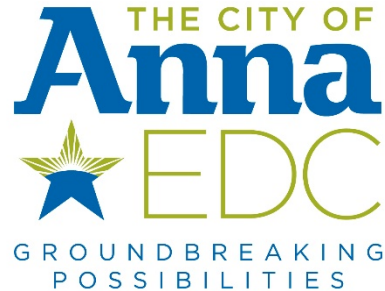
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Bruce Norwood, Vice-President
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Joey Grisham, Economic Development Director
Taylor Lough, Economic Development Manager
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1. Call to Order. Roll Call and Establishment of Quorum.

The meeting was called to order by Anthony Richardson, Board President, at 6:02 p.m.

2. Invocation and Pledge.

Invocation and Pledge of Allegiance were led by Anthony Richardson.

3. Neighbor Comments.

None.

4. Consent Agenda.

- a. Consider/Discuss/Act on approving minutes from the July 5, 2021, Joint Community Development Corporation and Economic Development Corporation Meeting. (CDC)
- b. Consider/Discuss/Act on approving minutes from the July 5, 2021, Joint Community Development Corporation and Economic Development Corporation Meeting. (EDC)

Officers:

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

Staff:

Joey Grisham, Economic Development Director
Taylor Lough, Economic Development Manager
Nathaniel Johnson, Economic Development Intern

Anthony Richardson made a motion on behalf of the CDC and EDC to approve the consent agenda. Shane Williams seconded the motion. All were in favor. Motion passed.

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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
Nathaniel Johnson, Economic Development Intern

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10. Adjourn.

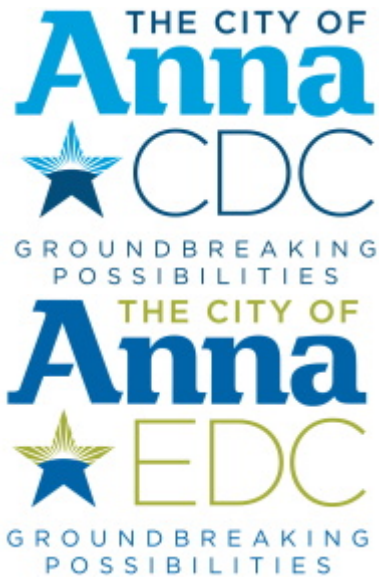
Anthony Richardson made a motion to adjourn the meeting at 7:04 pm. Kylee Kelly seconded the motion. All were in favor. Motion passed.

APPROVED:

ATTESTED:

Anthony Richardson
President of CDC/EDC

Rocio Gonzalez
Secretary of CDC/EDC



Item No. 5.a.

EDC/CDC Agenda
Staff Report

Meeting Date: 10/7/2021
Staff Contact:

AGENDA ITEM:

Consider/Discuss/Act on a resolution approving an Agreement with Cooksey Communications for marketing/promotional services. (CDC)

SUMMARY:

As the Board is aware, the EDC/CDC has been working with Cooksey Communications for a few years now and is very pleased with the results. Cooksey is an integral part of our success as they developed a comprehensive marketing plan, created the new logos, and provided recommendations on the highest and best use of marketing funds. Since the previous contract expired at the end of September, staff recommends a new annual contract for FY 2022.

STAFF RECOMMENDATION:

Approve the resolution.

ATTACHMENTS:

1. Marketing.Resolution
2. Cooksey Communications FY 2022 final 9.30.21

ANNA COMMUNITY DEVELOPMENT CORPORATION

RESOLUTION NO. _____

**A RESOLUTION OF THE ANNA COMMUNITY DEVELOPMENT CORPORATION
APPROVING AND AUTHORIZING AN AGREEMENT WITH COOKSEY
COMMUNICATIONS, INC., FOR THE EXPENDITURE OF FUNDS FOR MARKETING
AND PROMOTIONAL PURPOSES**

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

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

Section 1. Recitals Incorporated

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

Section 2. Approval of Funding

The CDC hereby authorizes the Board President to execute a contract for marketing, advertising, and promotional services and to charge the CDC’s contract services line item in an amount not to exceed \$70,000 in the Fiscal Year 2021-2022 for marketing and promotional services for community and economic development purposes.

PASSED AND APPROVED by the Anna Community Development Corporation this 7th day of October 2021.

APPROVED:

ATTEST:

Anthony Richardson, CDC President

Rocio Gonzalez, CDC Secretary

LETTER OF AGREEMENT

THIS AGREEMENT ("Agreement") is effective as of October 1, 2021, (the "Effective Date") by and between Cooksey Communications, Inc., a Texas corporation ("Cooksey" or "Contractor") whose address is 5525 N. MacArthur Blvd., Suite 530, Irving, Texas 75038 and the Anna Community Development Corporation ("Client"), whose office address is 312 N. Powell Pkwy, Anna, Texas 75409.

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

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

In consideration therefore, Client agrees to pay Cooksey a monthly retainer of FIVE THOUSAND ONE HUNDRED DOLLARS (\$5,100) per month billed as \$5,100 per month (plus CSTIM fee outlined below) for public relations, social media content development, creative services and other marketing communications consulting, as outlined below, which will allow Cooksey to perform up to 30 hours of service per month at its blended hourly rate of \$170. In addition, Client agrees to pay Cooksey a one-time project fee of \$3,500 for video production oversight and management, which will allow Cooksey to perform up to 21 hours of service for the video project.

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

Scope of Work

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

Consulting and Strategy

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

Creative Direction and Brand Development

- Create overall advertising campaign themes, including industry-segmented ads
- Website logo, tagline and imagery updates as needed
- Create three-dimensional direct mail campaign
- Oversight and management of video production (\$3,500 project fee as outlined above and in Billing below)

Public/Media Relations

- Proactive media outreach for potential inclusion in feature stories and sponsored award programs
- Update media kit, complete with important demographic information, business opportunities and community profile
- Set up in-person meetings with members of the media; showcase projects/tour Anna, etc.
- Month-to-month pitching of evergreen story topics, deal announcements and thought-leadership pieces (Cooksey will develop content)

- Provide recommendations for important industry groups to make informational presentations to and/or join, etc.
- Manage overall marketing campaign for EDC/CDC

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

- Develop LinkedIn quarterly planning calendars

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

Billing

Invoices for the ongoing monthly retainer and CSTIM fee will be pre-billed at the beginning of each month, with the first invoice submitted to the Client immediately upon execution of this Agreement. The invoice for the video project fee will be billed in two installments of \$1,750, with the first installment due at the start of video production and the second installment due upon completion of the video.

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

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

Additional Fees/Hours

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

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

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

Expenses and Exclusions

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

Client Services, Technology and Information Management (CSTIM) Fee

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

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

Term of Service and Renewal

Services addressed in this Agreement are expected to last for twelve months, beginning from the Effective Date stipulated above until September 30, 2022.

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

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

Confidentiality

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

Indemnity

Client agrees to indemnify and save Cooksey harmless from and against all liability, including all actions, claims, damages, costs and attorneys' fees and related expenses, which Cooksey may incur (or to which Cooksey may be a party), arising out of actions taken or statements made by Cooksey at the Client's direction or based upon information provided by the Client, and any and all losses, claims, damages, expenses or liabilities related to the use of Client's products or services. Notwithstanding the foregoing, Client has no duty to indemnify or save Cooksey harmless and this paragraph shall not apply to any liability, actions, claims, damages, costs and/or attorneys' fees and related expenses resulting from negligence or willful misconduct by Cooksey.

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

Client's Intellectual Property

Cooksey shall not use any of the Client's Intellectual Property, including but not limited to Client trademarks, trade dress, copyright, trade secrets or proprietary information, without the express written permission of the Client. Granting a license to use in any one instance shall not be deemed to be a license in any other instance.

Miscellaneous

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Agreed to and Accepted by:

Anthony Richardson, President
Anna Community Development Corporation

Date

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

Date



AGENDA ITEM:
Director's Report.

SUMMARY:

STAFF RECOMMENDATION:

ATTACHMENTS:

Item No. 6.

EDC/CDC Agenda
Staff Report

Meeting Date: 10/7/2021
Staff Contact:



AGENDA ITEM:

Sales Tax Reports

SUMMARY:

STAFF RECOMMENDATION:

ATTACHMENTS:

1. 2021 Monthly Sales Tax Report
2. CDC SALES TAX COLLECTIONS FY21

Item No. 6.a.

EDC/CDC Agenda
Staff Report

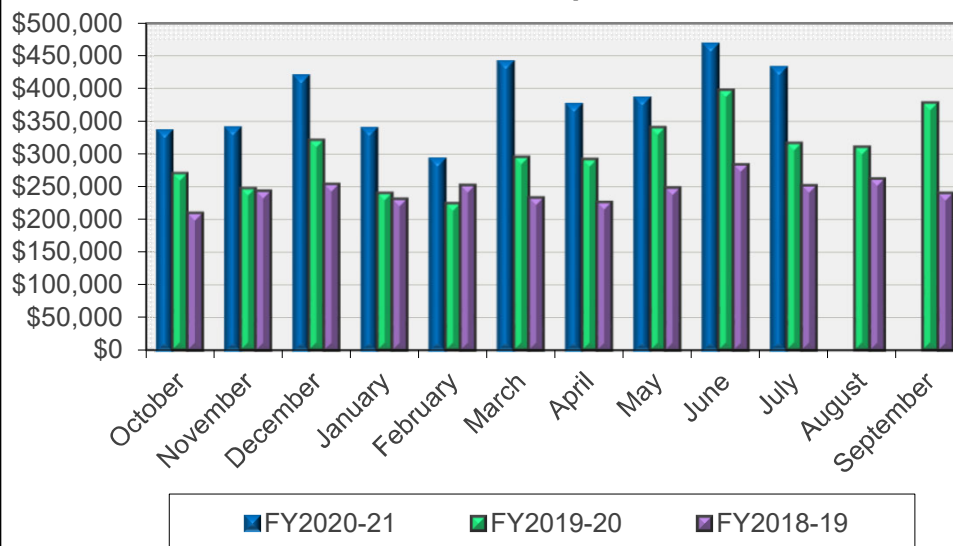
Meeting Date: 10/7/2021
Staff Contact:

CITY OF ANNA
Schedule of Sales Tax Collections
For the month July 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	292,405	30.2%	224,649
March	441,021	49.4%	295,191
April	375,823	28.8%	291,845
May	385,457	13.3%	340,358
June	467,686	17.6%	397,630
July	432,097	36.5%	316,470
August			310,731
September			378,344
	\$ 3,828,298		\$ 3,634,108

Budget: 3,805,000 100.6% 3,048,942

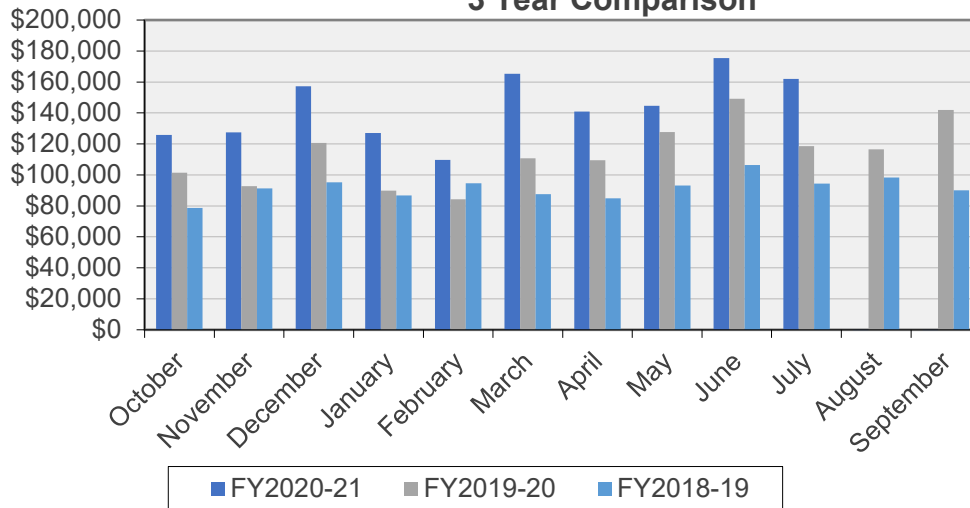
**Monthly Sales Tax Collections:
3 Year Comparison**



CITY OF ANNA
COMMUNITY DEVELOPMENT CORPORATION
Schedule of Sales Tax Collections

	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	109,652	30.2%	84,243
March	165,383	49.4%	110,697
April	140,934	28.8%	109,442
May	144,546	13.3%	127,634
June	175,382	17.6%	149,111
July	162,036	36.5%	118,676
August	-		116,524
September	-		141,879
	\$ 1,435,611		\$ 1,362,791

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





AGENDA ITEM:

Budget Reports

SUMMARY:

STAFF RECOMMENDATION:

ATTACHMENTS:

1. CDC EDC Monthly YTD Budget Report August

Item No. 6.b.

EDC/CDC Agenda
Staff Report

Meeting Date: 10/7/2021
Staff Contact:

Budget Report

For Fiscal: 2020-2021 Period Ending: 08/31/2021

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 890 - Community Development Corporation							
Department: 825 - Community Development Corporation							
890-825-61010	Salaries	91,325.00	106,325.00	9,507.50	88,203.83	18,121.17	17.04 %
890-825-61019	Miscellaneous Payroll	100.00	100.00	0.00	0.00	100.00	100.00 %
890-825-61110	Payroll Taxes-City Part FICA	6,986.00	8,286.00	581.05	6,747.56	1,538.44	18.57 %
890-825-61210	Health Insurance	9,927.00	9,927.00	97.42	1,071.62	8,855.38	89.20 %
890-825-61220	TMRS Retirement	12,986.00	12,986.00	1,045.04	11,134.24	1,851.76	14.26 %
890-825-61230	Unemployment	250.00	250.00	0.00	252.00	-2.00	-0.80 %
890-825-61240	Worker's Compensation	411.00	1,111.00	0.00	184.54	926.46	83.39 %
890-825-61710	Travel/Training Expense	25,250.00	25,250.00	1,050.00	5,321.18	19,928.82	78.93 %
890-825-62011	Office Supplies	2,000.00	2,000.00	239.47	1,012.88	987.12	49.36 %
890-825-62012	Other Supplies - Misc.	4,000.00	4,000.00	411.52	3,289.77	710.23	17.76 %
890-825-62210	Postage	100.00	100.00	15.50	29.70	70.30	70.30 %
890-825-62310	Clothing Supplies	1,000.00	1,000.00	78.82	733.54	266.46	26.65 %
890-825-62910	IT Supplies	0.00	0.00	0.00	1,892.99	-1,892.99	0.00 %
890-825-66040	Telecom	700.00	700.00	0.00	0.00	700.00	100.00 %
890-825-67000	Contract Services	170,974.00	170,974.00	5,250.00	116,472.77	54,501.23	31.88 %
890-825-67016	Promotion Expense	93,000.00	146,596.00	9,344.69	91,815.69	54,780.31	37.37 %
890-825-67019	Legal Expense	14,000.00	14,000.00	1,301.73	3,600.73	10,399.27	74.28 %
890-825-67020	Audit Expense	6,000.00	6,000.00	0.00	2,482.50	3,517.50	58.63 %
890-825-67022	Engineering	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
890-825-67031	Public Notices - Advertising	250.00	250.00	0.00	0.00	250.00	100.00 %
890-825-67053	Economic Development Grant Expense	442,960.00	442,960.00	230,081.00	442,774.00	186.00	0.04 %
890-825-67058	Insurance - Property & Liability	3,500.00	3,500.00	0.00	3,500.00	0.00	0.00 %
890-825-67061	Dues, Publications & Licenses	4,670.00	4,670.00	764.17	5,061.43	-391.43	-8.38 %
890-825-67790	Interest Expense	104,251.00	104,251.00	50,269.29	104,136.79	114.21	0.11 %
890-825-67950	Bond Fees	0.00	0.00	750.00	750.00	-750.00	0.00 %
890-825-67999	Other Services - Misc.	90,000.00	90,000.00	-2,150.00	90,000.00	0.00	0.00 %
890-825-71090	Debt-Service Principal	225,000.00	225,000.00	0.00	225,000.00	0.00	0.00 %
Department: 825 - Community Development Corporation Total:		1,311,140.00	1,381,736.00	308,637.20	1,205,467.76	176,268.24	12.76 %
Fund: 890 - Community Development Corporation Total:		1,311,140.00	1,381,736.00	308,637.20	1,205,467.76	176,268.24	12.76 %

Budget Report

For Fiscal: 2020-2021 Period Ending: 08/31/2021

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 900 - Economic Development Corporation							
Department: 826 - Economic Development Corporation							
900-826-61710	Travel/Training Expense	0.00	0.00	0.00	165.00	-165.00	0.00 %
900-826-63012	Maint. & Repair - Buildings	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
900-826-66010	Electricity	3,500.00	3,500.00	543.59	3,644.39	-144.39	-4.13 %
900-826-66020	Gas - Natural/Propane	1,050.00	1,050.00	62.91	851.26	198.74	18.93 %
900-826-66040	Telecom	2,000.00	2,000.00	156.56	1,720.51	279.49	13.97 %
900-826-67000	Contract Services	75,800.00	75,800.00	604.14	36,002.52	39,797.48	52.50 %
900-826-67008	IT Support Services	750.00	750.00	0.00	0.00	750.00	100.00 %
900-826-67016	Promotion Expense	0.00	30,000.00	0.00	0.00	30,000.00	100.00 %
900-826-67019	Legal Expense	7,500.00	7,500.00	420.22	3,317.22	4,182.78	55.77 %
900-826-67020	Audit Expense	5,000.00	5,000.00	0.00	2,482.50	2,517.50	50.35 %
900-826-67058	Insurance - Property & Liability	1,050.00	1,050.00	0.00	1,050.00	0.00	0.00 %
Department: 826 - Economic Development Corporation Total:		99,650.00	129,650.00	1,787.42	49,233.40	80,416.60	62.03 %
Fund: 900 - Economic Development Corporation Total:		99,650.00	129,650.00	1,787.42	49,233.40	80,416.60	62.03 %
Report Total:		11,886,546.00	11,987,392.00	1,403,475.93	11,621,319.07	366,072.93	3.05 %



AGENDA ITEM:
Upcoming Events

SUMMARY:

STAFF RECOMMENDATION:

ATTACHMENTS:

Item No. 6.c.

EDC/CDC Agenda
Staff Report

Meeting Date: 10/7/2021
Staff Contact:



AGENDA ITEM:

ICSC December Trade Show

SUMMARY:

STAFF RECOMMENDATION:

ATTACHMENTS:

Item No. 6.d.

EDC/CDC Agenda
Staff Report

Meeting Date: 10/7/2021
Staff Contact:



AGENDA ITEM:

Strategic Plan Update

SUMMARY:

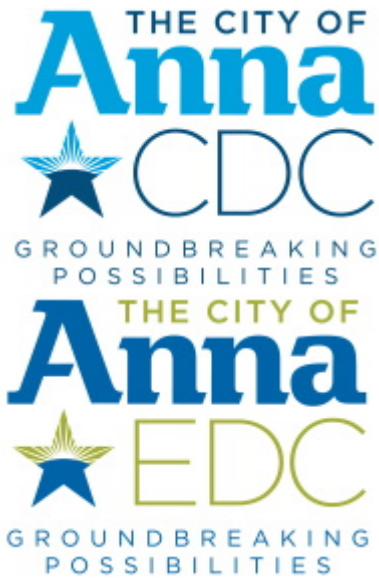
STAFF RECOMMENDATION:

ATTACHMENTS:

Item No. 6.e.

EDC/CDC Agenda
Staff Report

Meeting Date: 10/7/2021
Staff Contact:



Item No. 7.

EDC/CDC Agenda
Staff Report

Meeting Date: 10/7/2021
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. Lease agreement.
- 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 professional services 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.

SUMMARY:

STAFF RECOMMENDATION:

ATTACHMENTS:

