



AGENDA
KAUFMAN ECONOMIC DEVELOPMENT
CORPORATION MEETING
TUESDAY, MAY 10, 2022 - 6:00 PM
KAUFMAN CITY HALL
209 S WASHINGTON ST
KAUFMAN, TEXAS 75142

**This meeting will be held using
videoconferencing/teleconferencing
technology with public access via:
[WWW.ZOOM.US/JOIN](https://www.zoom.us/join) OR
(888)788-0099 (TOLL FREE)
MEETING/WEBINAR ID: 891 9748 6974
PASSWORD: 161204**

PLEDGE OF ALLEGIANCE

CALL MEETING TO ORDER Chairman calls the Meeting to order, states the date and time, states members present, and declares a quorum present.**

CITIZENS COMMENTS / REQUEST TO SPEAK ON AGENDA ITEMS (5 MINUTES) Comments about any of the agenda items may be taken into consideration at this time or during the agenda item. Comments are limited to five (5) minutes per individual unless additional time is otherwise required by law for translation. Speaking time is not transferable. Citizens may address the KEDC on any subject but must first complete a Request to Speak Form so that the Chairman may call your name to speak at the appropriate time on the Agenda. Comments must be directed to the KEDC as a whole. **When addressing the KEDC, please step forward to the speaker's podium, state your name and address, and direct your comments to the Chairman and KEDC.**

FINANCIAL REPORT

1. Receive the monthly Financial Report from the Treasurer of the Corporation.

EXECUTIVE DIRECTOR'S REPORT Receive an update and discussion regarding the following: a.) Meetings/Events of Interest b.) Prospect Activity c.) Staff Announcements

2. KEDC Executive Director's Report

DISCUSSION/ACTION ITEMS

3. Consider and take appropriate action on the minutes from the April 12, 2022 Kaufman Economic Development Corporation meeting.
4. Consider and take appropriate action on a Code of Ethics policy for the Kaufman Economic Development Corporation.

5. Consider and take appropriate action on the creation of a new matching grant program for the downtown square area.
6. Consider and take appropriate action on a mid-year budget amendment for the Kaufman Economic Development Corporation.
7. Consider and take appropriate action on a contract template for the site enhancement matching grant program.

EXECUTIVE SESSION In accordance with Texas Government Code, Section 551.001, et seq., the KEDC will recess into Executive Session (closed meeting) to discuss the following:

8. The KEDC will recess into Executive Session pursuant to Texas Government Code for an executive session regarding the following:
 - A. Sec. 551.087. DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS; CLOSED MEETING. (1) To discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body 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): Prairie Creek Crossing Business Park - Lot 9, KEDC-Owned Properties, Parcel IDs #3871, 45865, 5357
 - B. Sec. 551.072. DELIBERATION REGARDING REAL PROPERTY; CLOSED MEETING. To deliberate the purchase, exchange, lease, or value of real property regarding: KEDC-Owned Properties, Prairie Creek Business Park, Parcel IDs #5313, 49240
 - C. Sec. 551.074. PERSONNEL MATTERS; CLOSED MEETING. (1) To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee: Executive Director - Six Month Performance Evaluation

RECONVENE INTO OPEN SESSION In accordance with Texas Government Code, Chapter 551, the City Council will reconvene into Regular Session.

9. Consider and take appropriate action, if any, on matters discussed in Executive Session.

BOARD INQUIRY If a member of the Corporation makes a spontaneous inquiry about a subject not on this agenda, then the KEDC or an appropriate staff member may make a statement of factual information or policy in response to such an inquiry. However, in accordance with Open Meetings Act Section 551.042, the KEDC cannot discuss issues raised or make any decisions on that subject at that time. Issues raised may be referred to Staff for research and possible future action.

ADJOURNMENT

I, STEWART McGREGOR, EXECUTIVE DIRECTOR, DO HEREBY CERTIFY THAT THIS NOTICE OF MEETING WAS POSTED ON THE WINDOW AT KAUFMAN MUNICIPAL COMPLEX, 209 S. WASHINGTON, KAUFMAN, TEXAS, A PLACE CONVENIENT AND READILY ACCESSIBLE TO THE GENERAL PUBLIC AT ALL TIMES AND SAID NOTICE WAS POSTED AT THE KAUFMAN MUNICIPAL COMPLEX, 209 S. WASHINGTON, KAUFMAN, TEXAS AT 5:00 P.M. ON FRIDAY, MAY 6, 2022, AND REMAINED SO POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING THE SCHEDULE TIME OF SAID MEETING.

STEWART McGREGOR
EXECUTIVE DIRECTOR

THE KAUFMAN ECONOMIC DEVELOPMENT CORPORATION RESERVES THE RIGHT TO ADJOURN INTO EXECUTIVE SESSION AT ANY TIME DURING THE COURSE OF THIS MEETING TO DISCUSS ANY OF THE MATTERS LISTED ABOVE, AS AUTHORIZED BY THE TEXAS GOVERNMENT CODE. SECTION 551.071 (CONSULTATION WITH ATTORNEY).

****PURSUANT TO SECTION 551.127, TEXAS GOVERNMENT CODE, ONE OR MORE COUNCILMEMBERS OR EMPLOYEES MAY ATTEND THIS MEETING REMOTELY USING VIDEOCONFERENCING TECHNOLOGY. THE VIDEO AND AUDIO FEED OF THE VIDEOCONFERENCING EQUIPMENT CAN BE VIEWED AND HEARD BY THE PUBLIC BY ACCESSING [WWW.ZOOM.US/JOIN](https://www.zoom.us/join) OR (888)788-0099 (TOLL FREE) MEETING/WEBINAR ID: 891 9748 6974 PASSWORD: 161204**

THE BUILDING IN WHICH THE ABOVE MEETING WILL BE CONDUCTED IS WHEELCHAIR ACCESSIBLE AND PARKING SPACES FOR THE MOBILITY IMPAIRED ARE AVAILABLE. PERSONS WITH DISABILITIES WHO PLAN TO ATTEND THIS MEETING AND WHO MAY NEED AUXILIARY AIDS OR SERVICES SUCH AS INTERPRETERS FOR PERSONS WHO ARE DEAF OR HEARING IMPAIRED, READERS, OR LARGE PRINT ARE REQUESTED TO CONTACT THE CITY SECRETARY'S OFFICE AT 972-932-2216 AT LEAST TWO (2) WORKING DAYS PRIOR TO THE TIME OF THE MEETING SO THAT APPROPRIATE ARRANGEMENTS CAN BE MADE.

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City of Kaufman

18:49 05/04/22

Revenue & Expense Report

Fund: 32 ECONOMIC DEVELOPMENT CORP.

Department:

Non departmental

Program:

Period Ending: 5/2022

Account Budget	Description Prior Year	2 Years Prior	Current Year	Current Month	Encumbrances	YTD Actual	Budget Balance
Balance	Actual	Actual	Budget	Actual		& Encumbr	
Percent		Total					
32-4105-000-0	General Sales & Use		475,000.00-			265,219.12-	209,780.88-
44.164	485,331.20-	440,035.21-					
Subtotal:			475,000.00-			265,219.12-	209,780.88-
44.164	485,331.20-	440,035.21-					
32-4400-000-0	Land Proceeds/Mil Pa		50,000.00-				50,000.00-
100.000	91,738.63-	46,064.11-					
Subtotal:			50,000.00-				50,000.00-
100.000	91,738.63-	46,064.11-					
32-4604-000-0	Interest Income		475.00-			39.11-	435.89-
91.766	439.75-	504.01-					
32-4608-000-0	Loan Revenue		10,000.00-				10,000.00-
100.000	10,000.00-						
32-4612-000-0	Intergovernmental Re						
169,704.00-							
Subtotal:			10,475.00-			39.11-	10,435.89-
99.627	180,143.75-	504.01-					
Program number:			535,475.00-			265,258.23-	270,216.77-
50.463	757,213.58-	486,603.33-					
Department number: Non departmental			535,475.00-			265,258.23-	270,216.77-
50.463	757,213.58-	486,603.33-					
Revenue		Subtotal -----	535,475.00-			265,258.23-	270,216.77-
50.463	757,213.58-	486,603.33-					

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18:49 05/04/22

Fund: 32 ECONOMIC DEVELOPMENT CORP.

City of Kaufman

Revenue & Expense Report

Department: Non departmental

Program:

Period Ending: 5/2022

Account	Description	Current	Current	Encumbrances	Current	Budget
Budget	Prior Year	Year	Month		YTD Actual	Balance
Balance	Actual	Budget	Actual		& Encumbr	
Percent	Total					
32-5101-000-0	Salaries & Wages	128,250.00			58,316.52	69,933.48
54.529						
Subtotal:		128,250.00			58,316.52	69,933.48
54.529						
32-5201-000-0	Miscellaneous Suppli	6,250.00			4,937.64	1,312.36
20.998	39.00					
32-5213-000-0	Meetings	10,910.00			2,153.24	8,756.76
80.264	390.43					
32-5214-000-0	Promotional Material	4,145.00			40.75	4,104.25
99.017	3,465.00					
32-5220-000-0	Minor Tools & Equipm	8,800.00			2,628.44	6,171.56

70.131	1,000.00	2,057.48			
Subtotal:			30,105.00	9,760.07	20,344.93
67.580	4,855.43	2,222.29			
32-5302-000-0	Postage & Delivery	350.00			350.00
100.000	18.13	25.88			
32-5303-000-0	Advertising	13,200.00	3,143.28		10,056.72
76.187	5,164.33	9,521.72			
32-5305-000-0	Licenses, Dues & Sub	2,740.00	1,233.80		1,506.20
54.971	1,175.00	1,200.00			
32-5306-000-0	Utilities - Water &	480.00	151.71		328.29
68.394	461.90	492.58			
32-5309-000-0	Insurance & Bonds	1,100.00			1,100.00
100.000					
32-5322-000-0	Tuition & Education	3,687.00	2,184.68		1,502.32
40.746	300.00	1,656.00			
32-5330-000-0	Travel	12,682.00	2,935.80		9,746.20
76.851		4,416.81			
32-5352-000-0	Maintenance-Grounds	12,000.00	2,000.00		10,000.00
83.333	8,000.00	8,000.00			
32-5362-000-0	Professional Svcs-Ad	88,181.00	67,975.00		20,206.00
22.914	57,495.00	124,896.00			
32-5362-000-I	Professional Svcs	16,950.00	1,112.30		15,837.70
93.438	67,665.50	58,743.00			
32-5363-000-0	Professional Svcs-Te	10,750.00	6,150.00		4,600.00
42.791	23,255.45	17,100.00			
Subtotal:			162,120.00	86,886.57	75,233.43
46.406	163,535.31	226,051.99			
32-5500-000-0	Matching Grants	40,000.00	4,392.86		35,607.14
89.018	38,272.99	25,049.88			
32-5501-000-0	Incentives / Intergo	75,000.00			75,000.00
100.000	454,204.00				
32-5506-000-0	Chapter 380 Funding				
80,000.00	103,000.00				
32-5507-000-0	HWY 34 Bypass Fundin	100,000.00			100,000.00
100.000	100,000.00	100,000.00			
Subtotal:			215,000.00	4,392.86	210,607.14
97.957	672,476.99	228,049.88			
Program number:			535,475.00	159,356.02	376,118.98
70.240	840,867.73	456,324.16			
Department number: Non departmental			535,475.00	159,356.02	376,118.98
70.240	840,867.73	456,324.16			

Expenditure	Subtotal -----	535,475.00	159,356.02	376,118.98
70.240	840,867.73	456,324.16		
Fund number: 32 ECONOMIC DEVELOPMENT CORP.			105,902.21-	105,902.21
83,654.15	30,279.17-			
*****	End of Report	*****		

Executive Director's Report

May 10, 2022

Meetings

- **4/13:** Met w/ Dr. Jerry King (Trinity Valley Community College President)
- **4/14-4/15:** City Council Retreat
- **4/18:** Easter Holiday
- **4/19:** Met w/ new Oncor Economic Development Director (Wilson Peppard); Article Interview w/ Bisnow; Met w/ Garrison Jones Landscape Architects
- **4/20:** Call w/ Saxum Real Estate; Met w/ Burk Collins Co. & MG Development
- **4/21:** Broadband Study Update Meeting; Kaufman Chamber Board Meeting
- **4/22:** Mayor's Monthly Roundtable Meeting; Monthly 12 at 12 Luncheon; Monthly Chamber/EDC Meeting
- **4/25:** Call w/ NewQuest Properties; Met w/ Lee & Associates Real Estate; Call w/ Place Strategies Planning Firm; Monthly City Council Meeting
- **4/26:** Met w/ Dr. Blaylock (KISD); Site Selector's Guild Virtual Table Talk
- **4/27:** Met w/ industrial developer prospect; Met w/ Vista Group Real Estate
- **4/28:** Quarterly East Side Allies Luncheon (hosted by Kaufman EDC)
- **4/29:** Met w/ Mayor Jordan
- **5/2:** KEDC "Roadshow" Presentation at Paladin Partners Commercial Real Estate office
- **5/4:** Met w/ Beverly Davis (EDC Properties); Met w/ Libertas Real Estate
- **5/5:** Keynote speaker to Area 35 MLS Group in Forney; Broadband Study Update Meeting; Met w/ Talley-Riggins Construction
- **5/6:** Kaufman Countywide Job Fair (hosted at Kaufman Civic Center)
- **5/9:** Met w/ Waxahachie Downtown Manager
- **5/10:** Quarterly Kaufman County Leadership Council (KCLC) Meeting

Prospect Lead Responses: Project Steel Stork, Project Easy Excalibur

Upcoming Events: International Council of Shopping Centers (ICSC) National Retail Show (May 22nd-24th), Texas
Downtown Association Downtown Audit (June 30th)

Next Regular KEDC Board Meeting: Tuesday, June 14th

Economic Development Prospects: Board to receive update on active prospects in Executive Session



Meeting
Date: 5/10/2022

Date: 05/06/2022

Item #: 3.

**Dept.: Economic
Development
Corporation**

KEDC Item

SUBJECT:

Consider and take appropriate action on the minutes from the April 12, 2022 Kaufman Economic Development Corporation meeting.

BACKGROUND:

Author:

Reviewed:
Mike Slye, City Manager

Cost:

Funds Available:

Source:

Recommendation:



MINUTES OF THE
KAUFMAN ECONOMIC DEVELOPMENT
CORPORATION MEETING
TUESDAY, APRIL 12, 2022 - 6:00 PM
CITY HALL COUNCIL CHAMBERS
209 S. WASHINGTON STREET
KAUFMAN, TEXAS 75142

PLEDGE OF ALLEGIANCE

CALL MEETING TO ORDER Chairman calls the Meeting to order, states the date and time, states members present, and declares a quorum present.**

Vice President Ratcliffe called the KEDC meeting to order at 6:10 PM. Directors present were Barry Ratcliffe, Jane Lucas, and Ben Brashear. Vice President Ratcliffe declared a quorum present. Also present were Assistant City Manager Mike Holder, City Secretary Jessie Hanks, and Executive Director Stewart McGregor.

CITIZENS COMMENTS / REQUEST TO SPEAK ON AGENDA ITEMS (5 MINUTES) Comments about any of the agenda items may be taken into consideration at this time or during the agenda item. Comments are limited to five (5) minutes per individual unless additional time is otherwise required by law for translation. Speaking time is not transferable. Citizens may address the KEDC on any subject but must first complete a Request to Speak Form so that the Chairman may call your name to speak at the appropriate time on the Agenda. Comments must be directed to the KEDC as a whole. **When addressing the KEDC, please step forward to the speaker's podium, state your name and address, and direct your comments to the Chairman and KEDC.**

No comments were given.

FINANCIAL REPORT

1. Receive the monthly Financial Report from the Treasurer of the Corporation.

Director Brashear gave the board an update on the monthly KEDC financial report.

EXECUTIVE DIRECTOR'S REPORT Receive an update and discussion regarding the following: a.) Meetings/Events of Interest b.) Prospect Activity c.) Staff Announcements

2. KEDC Executive Director's Report

Mr. McGregor presented the KEDC Executive Director's Report about his activities this month.

STAFF PRESENTATION

3. Staff presentation and discussion on the EDC's Mid-Year Report.

Mr. McGregor presented the KEDC mid-year report. He outlined the current tax economy in Kaufman, various available properties, and business development initiatives. He reviewed several upcoming projects and initiatives.

DISCUSSION/ACTION ITEMS

4. Consider and take appropriate action on the minutes from the March 8, 2022 Kaufman Economic Development Corporation meeting.

Director Lucas made a motion to approve the minutes from the March 8, 2022, KEDC minutes as presented. The motion was seconded by Director Brashear and passed 3/0.

5. Consider and take appropriate action on budget priorities for Fiscal Year 2022-23.

Mr. Gregor discussed the board's budget priorities for the upcoming fiscal year.

EXECUTIVE SESSION In accordance with Texas Government Code, Section 551.001, et seq., the KEDC will recess into Executive Session (closed meeting) to discuss the following:

Vice President Ratcliffe recessed into Executive Session at 6:40 PM.

6. The KEDC will recess into Executive Session pursuant to Texas Government Code for an executive session regarding the following:

A. Sec. 551.087. DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS; CLOSED MEETING. (1) To discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body 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): Project Razorback, Project Man Cave, Project Snooze, South Pointe Development, Prairie Creek Crossing Business Park - Lot 9, KEDC-Owned Properties, Parcel IDs #3871, 16821, 16826, 190536, 426, 188001

B. Sec. 551.072. DELIBERATION REGARDING REAL PROPERTY; CLOSED MEETING. To deliberate the purchase, exchange, lease, or value of real property regarding: KEDC-Owned Properties, Prairie Creek Business Park - Lot 9, Parcel IDs #5313, 49240, 5487

C. Sec. 551.074. PERSONNEL MATTERS; CLOSED MEETING. (1) To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee:

Executive Director - Six Month Performance Evaluation

RECONVENE INTO OPEN SESSION In accordance with Texas Government Code, Chapter 551, the City Council will reconvene into Regular Session.

Vice President Ratcliffe reconvened into open session at 7:06 PM.

7. Consider and take appropriate action, if any, on matters discussed in Executive Session.

There were no actions required regarding the executive session items.

BOARD INQUIRY If a member of the Corporation makes a spontaneous inquiry about a subject not on this agenda, then the KEDC or an appropriate staff member may make a statement of factual information or policy in response to such an inquiry. However, in accordance with Open Meetings Act Section 551.042, the KEDC cannot discuss issues raised or make any decisions on that subject at that time. Issues raised may be referred to Staff for research and possible future action.

No comments were given.

ADJOURNMENT

There being no further business, Vice President Ratcliffe adjourned the meeting at 7:06 PM.

APPROVED:

Charles Gillenwater, President

ATTEST:

Ben Brashear, Secretary/Treasurer



Meeting Date: 05-10-2022	Date: 05-06-2022	Item #: 4	Dept.: KEDC
(Check one) ☐ Consent ☒ Action ☐ Discussion			
SUBJECT: Consider and take appropriate action on a Code of Ethics policy for the Kaufman Economic Development Corporation.			
BACKGROUND: A Code of Ethics is standard for many economic development organizations. Staff recommends having an organizational Code of Ethics policy in place for staff and board members.			
Author: Stewart McGregor, KEDC Executive Director		Reviewed: Stewart McGregor, KEDC Executive Director	
Cost: N/A	Funds Available: N/A	Source: N/A	
Recommendation: Approval			

Safe & Secure	Business Friendly/Economic Development	Partnership & Community Involvement	Healthy & Environmentally Cons. Comm.	Financial & OPS Stewardship
☐	☐	☐	☐	☒



CODE OF ETHICS

As a representative of the Kaufman Economic Development Corporation (KEDC or Corporation), I hereby accept and agree to comply with the following Code of Ethics Policy.

I, the undersigned, hereby agree to:

- Adhere to a standard of professional conduct that is committed to the best interests of Kaufman's citizens and businesses; and
- Work to continually enhance a reputation of the KEDC that fosters business growth; and
- Respect the confidentiality of information received from prospects, businesses and other sources; and
- Make fiscally responsible decisions on behalf of the KEDC, never using the Corporation's funds for personal gain; and
- Judiciously use KEDC funds to further the mission and goals of the organization and support responsible decisions that protect the interests of the Corporation; and
- Create a culture of honesty and integrity by acting in good faith on decisions, not being swayed by improper influences or gifts and being transparent with staff and board members on potential conflicts of interest; and
- Support marketing efforts that are honest and accurate; and
- Respect our surrounding communities and their economic development efforts by not taking advantage of their businesses during natural disaster or other catastrophe and not poaching other businesses away from communities within the county; and
- Adhere to all applicable laws that govern the KEDC, including the Corporation's Bylaws, the Development Corporation Act, the Open Meetings Act and the Public Information Act; and
- Manage conflict in a way that promotes respect, professionalism and diplomacy; and
- Work collaboratively with organizational partners and stakeholders in a way that advances the mission of the KEDC and enhances the competitive position of the community.

I understand as a representative of the Kaufman Economic Development Corporation that if I am ever found in violation of this Code of Ethics, I may be subject to disciplinary action.

Name: _____ Title: _____

Signature: _____ Date: _____



Meeting Date: 05-10-2022	Date: 05-06-2022	Item #: 5	Dept.: KEDC
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(Check one)

☐ Consent	☒ Action	☐ Discussion
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SUBJECT:
 Consider and take appropriate action on the creation of a new matching grant program for the downtown square area.

BACKGROUND:
 In an effort to attract additional businesses to the downtown square and surrounding area, staff recommends the creation of a new matching grant program to incentivize new, sales tax remitting businesses in targeted sectors to locate on/around the square.

Author: Stewart McGregor, KEDC Executive Director	Reviewed: Stewart McGregor, KEDC Executive Director
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Cost: \$75,000	Funds Available: \$75,000	Source: Existing Budget
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Recommendation:
 Approval

Safe & Secure	Business Friendly/Economic Development	Partnership & Community Involvement	Healthy & Environmentally Cons. Comm.	Financial & OPS Stewardship
☐	☒	☐	☐	☐

Kaufman Downtown Destination Matching Grant Proposal

Proposed Incentive: Currently, the square in Downtown Kaufman has approximately 7 vacant buildings either for lease or sale. There has been growing traction on the square recently with the arrival of new retail and dining businesses. In order to facilitate the expansion of destination-oriented businesses that attract customers from both inside and outside the city on/around the square, Kaufman EDC proposes creating a new matching grant program called the “Downtown Destination Matching Grant program.” The Kaufman EDC strategic plan specifically identifies creating new amenities that attract new talent and tourists in downtown along with encouraging small business growth. The following criteria for the program are as follows:

- Up to 50% of qualified site improvements, grant awards between \$12,500 and \$25,000 (minimum investment of \$25,000) as reimbursement to applicant upon receipt of Certificate of Occupancy.
 - Businesses open at least 2 evenings per week (until 8:00 p.m.) are eligible for up to \$25,000 in reimbursed matching funds. Businesses not open at least two evenings per week are eligible for up to \$20,000 in reimbursed matching funds.
 - If a building is leased, tenant must provide documented building owner approval in a form satisfactory to the KEDC, as part of the application.
- Eligible Applicants: For-profit, sales tax remitting businesses new to Downtown Kaufman in the following categories:
 - New/Unique Dining Concepts
 - Specialty Retail
 - Entertainment Uses
 - Breweries, Distilleries, Wineries, etc.
 - Commercial uses for second floor spaces (i.e., office space)
- Qualifying Areas: Qualifying areas for this program include the downtown square and areas adjacent to commercially zoned tracts within 1-2 blocks of the square.
- Funds must be used for site improvements related to fixed property enhancements, i.e.:
 - Exterior façade (including murals/public art)
 - Utility upgrades
 - Asbestos/environmental remediation
 - ADA accessibility
 - Roof installation/repair
 - HVAC
 - Mechanical/Electric/Plumbing
 - Demolition
 - Fire suppression
 - Foundation repair
 - Grease trap installation
 - Other interior site improvements attached to the building
- Ineligible Expenses: Residential use improvements (i.e., loft apartments), real estate acquisition costs, business process equipment, furniture, consultant/professional service fees (i.e., engineering/architectural costs), permit fees.
- The program is not intended for “venture capital” or “seed funding.” Applicants must show a demonstrated track record in business and/or a detailed business plan with financial backing.
- Incentive cannot be combined with KEDC’s other site enhancement matching grant programs.
- If the project is deemed by the Board of Directors to be a “catalyst project” that will create a major anchor in Downtown, a higher negotiated amount of incentives could be provided based on the competitive nature of the project and demonstrated need, at the discretion of the KEDC.

The KEDC Board of Directors will consider the project through an application process. Project grants are subject to their approval. An application for this incentive does not guarantee approval. Approved applicants must comply with all City of Kaufman permits/development codes (including central business district regulations) and state permits (if applicable). Upon approval, the applicant/business must complete the project within 12 months. Upon reimbursement, the applicant/business must remain in business at the property for at least 18 months. If they do not remain at the property for 18 months, reimbursed funds may be forfeited by applicant should the location close or sell. A performance agreement between the KEDC and the applicant will be executed upon approval by the KEDC Board of Directors.

Funding for this program for the remainder of this fiscal year will be derived from \$75,000 returned to the KEDC from the City of Kaufman. Up to three matching grants are available for approval. Any projects approved this fiscal year not reimbursed will be carried over into next fiscal year's budget.



Meeting Date: 05-10-2022	Date: 05-06-2022	Item #: 6	Dept.: KEDC
(Check one) ☐ Consent ☒ Action ☐ Discussion			
SUBJECT: Consider and take appropriate action on a mid-year budget amendment for the Kaufman Economic Development Corporation.			
BACKGROUND: A budget amendment for the City and EDC's budget will be taken to council later this month. A summary of budget adjustments is provided.			
Author: Stewart McGregor, KEDC Executive Director		Reviewed: Stewart McGregor, KEDC Executive Director	
Cost: \$0 – Internal Budgetary Movement	Funds Available: Yes	Source: N/A	
Recommendation: Approval			

Safe & Secure ☐	Business Friendly/Economic Development ☐	Partnership & Community Involvement ☐	Healthy & Environmentally Cons. Comm. ☐	Financial & OPS Stewardship ☒
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KEDC Summary of Budgetary Changes

- Miscellaneous Supplies: Increase by \$1,500
- Travel: Reduce by \$4,682 (move \$1,500 from travel to supplies)
- Incentives/Intergovernmental: Move \$75,000 returned by the City to Matching Grants for the new Downtown Destination Matching Grant program



Meeting Date: 05-10-2022	Date: 05-06-2022	Item #: 7	Dept.: KEDC
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(Check one)

☐ Consent	☒ Action	☐ Discussion
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SUBJECT:
 Consider and take appropriate action on a contract template for the site enhancement matching grant program.

BACKGROUND:
 In an effort to comply with state law and ensure compliance with grant awardees, staff recommends the approval of a contract template.

Author: Stewart McGregor, KEDC Executive Director	Reviewed: Stewart McGregor, KEDC Executive Director
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Cost: N/A	Funds Available: N/A	Source: N/A
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Recommendation:
 Approval

Safe & Secure	Business Friendly/Economic Development	Partnership & Community Involvement	Healthy & Environmentally Cons. Comm.	Financial & OPS Stewardship
☐	☐	☐	☐	☒

ECONOMIC INCENTIVE AND PERFORMANCE AGREEMENT
Site Enhancement Matching Grant Program

Project: _____

THIS Economic Development Agreement (“Agreement”) is made and entered into by and between the Kaufman Economic Development Corporation, a Texas non-profit corporation (“KEDC”), and _____, a _____, (“Recipient”), effective as of the date the authorized representative for the KEDC countersigns this Agreement (“Effective Date”).

RECITALS

WHEREAS, the Kaufman EDC is a Type A economic development corporation, and a Texas non-profit corporation operating pursuant to Chapters 501 and 504 of the Texas Local Government Code, as amended (also referred to as the “Act”), and the Texas Non-Profit Corporation Act, as codified in the Texas Business Organizations Code, as amended; and

WHEREAS, Section 501.103 of the Texas Local Government Code, in pertinent part, defines the term “project” to mean “expenditures that are found by the board of directors to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, limited to: (1) streets and roads, rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, and related improvements; (2) telecommunications and Internet improvements; or (3) beach remediation along the Gulf of Mexico”; and

WHEREAS, the Board of Directors of the Kaufman EDC hereby find that exterior site improvements are required and suitable for infrastructure necessary to promote or develop new or expanded business enterprises; and

WHEREAS, the Recipient has applied to the Kaufman EDC for financial assistance through the KEDC’s Site Enhancement Matching Grant Program to assist in the improvement of Recipient’s property in the Development District, specifically: _____
_____ (hereinafter referred to as the “Property”); and

WHEREAS, the Kaufman EDC approved the provision of financial assistance to Recipient consistent with this Agreement, which will provide, subject to Recipient’s satisfaction of certain conditions set forth herein, the necessary financial assistance for the Recipient to improve the Property in accordance with the policies and regulations of the Grant Program to promote economic development, retention of existing businesses, and increase values of property; and

WHEREAS, the Recipient understands and agrees that: (a) in granting the financial assistance provided pursuant to this Agreement, KEDC is relying upon Recipient’s representations, warranties, and agreements, as set forth and provided for in this Agreement, and in the application presented to the KEDC; and

WHEREAS, the KEDC’s Board of Directors have determined the financial assistance provided to Recipient pursuant to this Agreement is consistent, and meets the definition of

“project” as that term is defined in Section 501.103 of the Texas Local Government Code, as amended, and meets the definition of “cost” as that term is defined in Section 501.152 of the Texas Local Government Code, as amended; and

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the KEDC and Recipient agree as follows:

1. **Findings Incorporated.** The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the parties.
2. **Improvements.** The Recipient shall undertake the improvements on the Property as set out in the attached approved grant application, which is incorporated herein by reference as Exhibit A, as if fully set out herein. Recipient represents that it will spend at least \$____ on Improvements. Said Improvements are found by the KEDC Board of Directors to promote new or expanded business development.
3. **Title to Property Established.** Recipient represents and warrants that he/she is currently the owner of record of the Property in fee simple or under a current and valid lease agreement to utilize the Property for its current use. Any substantial (outside of normal surveyor error or boundary dispute) misrepresentation or breach of the above representation and warranty shall entitle KEDC to terminate the Agreement.
4. **Grant.** The KEDC shall reimburse the Recipient in accordance with the terms and conditions of the Site Enhancement Matching Grant Program, upon completion of the work and verification that the Recipient has paid the Contractor. Said payment shall be in accordance with the Grant Program guidelines, not to exceed \$____, (“Grant Funds”), subject to the terms and conditions of this Agreement.
5. **Use of Grant Funds.** Grant Funds shall be used only for Improvements approved by the KEDC. Any alterations, revisions or changes to the Improvements will be authorized and approved by the KEDC Board of Directors. Failure to have alterations, revisions or changes approved in advance by the KEDC Board of Directors will result in the termination of this Agreement and forfeiture of the Grant Funds.
6. **Reimbursement Procedures.** Grant Funds shall be disbursed to the Recipient only when Improvements are completed, inspected, and approved by an agent for the City of Kaufman as being in accordance with the City’s Building Codes and Standards. The development and use of the Property shall comply with the ordinances, policies, standards, and regulations of the City, including, but not limited to, the City’s Comprehensive Zoning and Subdivision Ordinances.

Upon completion of the Improvements, the Recipient shall submit an itemized invoice and evidence of payment thereof, with copies of all contractor’s invoices, and such other records as the KEDC may reasonably request to for verification purposes, to the KEDC for payment.

7. **Time of Performance.** The Recipient shall have up to ____ months from the date of execution of this Agreement to complete all Improvements. An extension may be requested in writing to KEDC Staff, which will be taken to the KEDC Board of Directors. Any request for extension will be considered on a case-by-case basis.

8. **Indemnification.** The Recipient does hereby indemnify and hold harmless the KEDC, the City of Kaufman, and their employees, agents, and officials, from all claims made or actions against, or losses, damages, costs, and attorney's fees incurred as a result of, arising out of, or related to any intentional act or omission by the Recipient under, pursuant to, or in connection with, this Agreement and the work undertaken pursuant hereto.

9. **Termination.** This Agreement may be terminated by the KEDC or the Recipient upon written notification to the other party. Termination shall be effective upon delivery of such notification to the KEDC or the Recipient. In the event of termination by the Recipient, the KEDC shall be released of all obligations to the Recipient, but the Recipient's duty to indemnify shall survive the termination. No payment shall be made for any work if Recipient terminates this Agreement.

10. **Party Relationships.** The parties to this Agreement hereby acknowledge that nothing contained in this Agreement shall be deemed or construed by either of them, or by any third person or entity, to create any relationship of principal and agent, limited or general partnership, employer and employee, or joint venture, between the KEDC and Recipient, or to create any relationship of third-party beneficiary in favor of a person or entity not a party to this Agreement, including contractors and suppliers.

11. **Entire Agreement.** This Agreement constitutes the entire Agreement of the parties hereto. It shall supersede all prior offers, negotiations, and agreements. No revision of this Agreement shall be valid unless made in writing and signed by the parties hereto.

12. **Remedies.** In the event the Recipient does not perform under the terms of this Agreement, the KEDC shall be entitled to its remedies at law and in equity, in addition to liquidated damages equal in amount to the Grant Funds, if said Grant Funds have been disbursed.

13. **Miscellaneous Provisions.**

(a) **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. Excluding any extension granted for Time of Performance in Section 8, no alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

(b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Kaufman County, Texas. Exclusive venue for any action arising under this Agreement shall lie in the state district courts of Kaufman County, Texas.

(c) Assignment. The obligations of Recipient under this Agreement may not be assigned without the express written consent of KEDC, which consent shall not be unreasonably withheld, conditioned or delayed. Recipient shall have the right to retain or assign the right to receive all or a portion of the payments due to Recipient under this Agreement without the consent of KEDC.

(d) Binding Obligation. This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. Recipient warrants and represents that the individual or individuals executing this Agreement on behalf of Recipient has full authority to execute this Agreement and bind Recipient to the same. KEDC warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind KEDC to the same.

(e) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

(f) Notices. Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the "Notice") is effective when in writing and (i) personally delivered either by facsimile (with electronic information and a mailed copy to follow) or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, and addressed to the addresses for the parties as provided for in this Agreement.

(g) Severability. If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

(h) Survival. All warranties, representations, and covenants made by Recipient and the KEDC in this Agreement or in any certificate or other instrument delivered by one party to the other party under this Agreement shall be considered to have been relied upon by the parties hereto and will survive the making of this Agreement, regardless of any investigation made by either party or on either party's behalf.

(i) Undocumented Workers. The Recipient certifies that the Recipient does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Recipient is convicted of a violation under 8 U.S.C. § 1324a(f), Recipient shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of eight percent (8%), not later than the 120th day after the date Recipient is convicted of such violation.

EXECUTED to be effective as of the ____ day of _____, 2022.

RECIPIENT

By: _____

Print: _____

Title: _____

STATE OF TEXAS

COUNTY OF KAUFMAN

BEFORE ME, the undersigned authority, in and for said County, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and averred that he executed the same on behalf of and as the act of said company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE ____ DAY OF _____, 2022.

Notary Public, State of Texas
My commission expires _____

KEDC:

Kaufman Economic Development Corporation,
A Texas non-profit corporation

By: _____
Charles Gillenwater, President

APPROVED AS TO FORM:

Emily Bowlin, KEDC Attorney

STATE OF TEXAS

COUNTY OF KAUFMAN

This instrument was acknowledged before me on the ____ day of _____, 2022, by Charles Gillenwater, Board President for the Kaufman Economic Development Corporation, a Texas non-profit corporation, on behalf of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE ____ DAY OF _____, 2022.

Notary Public, State of Texas
My commission expires _____

Exhibit A – Grant Application

DRAFT