



AGENDA
KAUFMAN ECONOMIC DEVELOPMENT
CORPORATION MEETING
TUESDAY, JUNE 14, 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 May 10, 2022 Kaufman Economic Development Corporation meeting.
4. Consider and take appropriate action on a contract template for the downtown destination matching grant program.

5. Consider and take appropriate action on a Downtown Destination Matching Grant for Jesse's Fajitas & Rita's, to be located at 101 W. Mulberry St. in Downtown Kaufman.
6. Consider and take appropriate action on the July KEDC meeting schedule.
7. Consider and take appropriate action on priorities for the Fiscal Year 2022-23 budget for the Kaufman Economic Development Corporation.

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. 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): Projects Blue, Orange, Pegasus, Razorback, Post Oak, Cowbell, Phoenix, KEDC-Owned Properties, Downtown Square Properties, Parcel ID #16826

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, Downtown Square Properties, Prairie Creek Crossing Business Park, South Pointe Development, Parcel IDs #5313, 49240, 426, 188001, 219551, 57249, 5369, 16826

C. Sec. 551.071. CONSULTATION WITH ATTORNEY; CLOSED MEETING. To seek advice from its attorney regarding (A) Pending or contemplated litigation; or (B) A settlement offer; OR (2) On a matter 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 the Texas Open Meetings Act: Contractual Obligations

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 6:00 P.M. ON FRIDAY, JUNE 10, 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.

Fund: 32 ECONOMIC DEVELOPMENT CORP.

Department:

Non departmental

Period Ending: 6/2022

Program:

Account Description
Prior Year 2 Years PriorCurrent
YearCurrent
Month

Encumbrances

Current
YTD ActualBudget
BalanceBudget
Balance

Actual Actual

Budget

Actual

& Encumbr

Percent

Total

32-4105-000-0 General Sales & Use
485,331.20- 440,035.21-

475,000.00-

353,928.61-

121,071.39-

25.489

Subtotal:
485,331.20- 440,035.21-

475,000.00-

353,928.61-

121,071.39-

25.489

32-4400-000-0 Land Proceeds/Mil Pa
91,738.63- 46,064.11-

50,000.00-

50,000.00-

50,000.00-

100.000

Subtotal:
91,738.63- 46,064.11-

50,000.00-

50,000.00-

50,000.00-

100.000

32-4604-000-0 Interest Income
439.75- 504.01-

475.00-

55.68-

419.32-

88.278

32-4608-000-0 Loan Revenue
10,000.00-
32-4612-000-0 Intergovernmental Re
169,704.00-

10,000.00-

10,000.00-

Subtotal:
180,143.75- 504.01-

10,475.00-

10,055.68-

419.32-

4.003

Program number:
757,213.58- 486,603.33-

535,475.00-

363,984.29-

171,490.71-

32.026

Department number: Non departmental
757,213.58- 486,603.33-

535,475.00-

363,984.29-

171,490.71-

32.026

Revenue
757,213.58- 486,603.33-

Subtotal -----

535,475.00-

363,984.29-

171,490.71-

32.026

City of Kaufman

glbase_scm1 kedcdlr
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09:50 06/10/22

Revenue & Expense Report
Department: Non departmental
Period Ending: 6/2022

Program:

Fund: 32 ECONOMIC DEVELOPMENT CORP.

Account	Description	Current	Current	Current	Budget	Budget
Prior Year	2 Years Prior	Year	Month	YTD Actual	Balance	Balance
Actual	Actual	Budget	Actual	& Encumbr		Percent
Total						
32-5101-000-0	Salaries & Wages	128,250.00		68,070.11	60,179.89	46.924
Subtotal:		128,250.00		68,070.11	60,179.89	46.924
32-5203-000-0	Operating Supplies	6,250.00		4,937.64	1,312.36	20.998
39.00						
32-5213-000-0	Meetings	10,910.00		4,432.43	6,477.57	59.373
390.43						
32-5214-000-0	Promotional Material	4,145.00		977.00	3,168.00	76.429
3,465.00						
32-5220-000-0	Minor Tools & Equipm	8,800.00		4,353.44	4,446.56	50.529
1,000.00						
Subtotal:		30,105.00		14,700.51	15,404.49	51.169
4,855.43						
2,222.29						

32-5302-000-0	Postage & Delivery	350.00		350.00	100.0000
18.13	25.88				64.8240
32-5303-000-0	Advertising	13,200.00	4,643.28	8,556.72	64.8240
5,164.33	9,521.72				
32-5305-000-0	Licenses, Dues & Sub	2,740.00	1,515.05	1,224.95	44.706
1,175.00	1,200.00				
32-5306-000-W	Utilities-Electric/W	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	2,833.68	853.32	23.144
300.00	1,656.00				
32-5330-000-0	Travel	12,682.00	3,225.44	9,456.56	74.567
4,416.81					
32-5352-000-0	Maintenance-Grounds	12,000.00	3,000.00	9,000.00	75.000
8,000.00	8,000.00				
32-5362-000-0	Professional Svcs-Ad	88,181.00	71,587.30	16,593.70	18.818
57,495.00	124,896.00				
32-5362-000-I	Professional Svcs-Ad	16,950.00		16,950.00	100.000
67,665.50	58,743.00				
32-5363-000-0	Professional Svcs-Te	10,750.00	9,250.00	1,500.00	13.953
23,255.45	17,100.00				
Subtotal:		162,120.00	96,206.46	65,913.54	40.657
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	183,369.94	352,105.06	65.756
840,867.73	456,324.16				
Department number:	Non departmental	535,475.00	183,369.94	352,105.06	65.756
840,867.73	456,324.16				
Expenditure	Subtotal -----	535,475.00	183,369.94	352,105.06	65.756
840,867.73	456,324.16				
Fund number:	32 ECONOMIC DEVELOPMENT CORP.		180,614.35-	180,614.35	
83,654.15	30,279.17-				

Executive Director's Report

June 14, 2022

Meetings

- **5/11:** Intro call w/ Merriman Architects; Kaufman Lumber 10th Anniversary Reception
- **5/12:** Quarterly Chamber Luncheon; Kaufman Clover Club 125th Anniversary Reception; Bohler Engineering Real Estate Reception in Frisco
- **5/13:** Meeting & tour w/ Talley-Riggins Construction; Kaufman Brookshire's Grand Re-opening Ribbon Cutting
- **5/17:** Keynote speaker to the Forney Area Networking Group (FANG); Met w/ Merle Norman regarding site enhancement matching grant program
- **5/18:** Meeting w/ Kari Rough (The Charter Room); Meeting w/ Cadence-McShane Construction; Call w/ site selector to discuss Project Post Oak
- **5/19:** County Broadband Study check-in
- **5/20:** Mayor's Monthly Roundtable; Kaufman Chamber 12 at 12 Luncheon
- **5/22-24:** International Council of Shopping Centers (ICSC) National Retail Trade Show
- **5/27:** Meeting/Tour with Project Pegasus
- **5/30:** Memorial Day Holiday
- **5/31:** Meeting w/ Project Razorback & Planning Manager Andrew Bogda
- **6/1:** Meeting w/ Jesse's Fajitas & Ritas; Meeting w/ Raylan Smith (Kaufman County); Meeting w/ David Willis (South Pointe Development)
- **6/2:** County Broadband Study check-in; Meeting w/ MyCon Construction; Meeting w/ Collett Real Estate (ICSC follow up)
- **6/3:** Meeting w/ Stacey Flowers (My Love's Diner); KEDC Orientation w/ Councilman Borders
- **6/6:** Meeting w/ Trinity Valley Community College & Kimley-Horn Engineering (TVCC Kaufman Property)
- **6/7:** DRC Meeting w/ Marlow's Gas Station (water line); Quarterly Workforce Roundtable Meeting w/ Kaufman Chamber; Kaufman County Commissioner's Court Downtown Building Public Hearing
- **6/8:** KEDC "Road Show" at Ridge Pointe Commercial Real Estate in Rockwall
- **6/9:** Meeting w/ Janie Havel (Office of the Governor – Economic Development)
- **6/11-14:** International Economic Development Council Future Forum (Richardson, TX)

Prospect Lead Responses: Projects Tachyon Texas, Post Oak, Rain Forest, Quartz Texas, Hot Shot

Upcoming Events: Texas Downtown Association Downtown Audit (June 30th), Kaufman County Broadband Assessment (Deadline – June 30th), Joint Meeting w/ City Council & KISD Boards (July 14th)

Next Regular KEDC Board Meeting: Thursday, July 14th (further discussion about next month's meeting)

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



Meeting Date: 06-14-2022	Date: 06-10-2022	Item #: 3	Dept.: KEDC
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(Check one)

☐ Consent	☒ Action	☐ Discussion
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SUBJECT:
Consider and take appropriate action on the minutes from the May 10, 2022 Kaufman Economic Development Corporation meeting.

BACKGROUND:
Minutes from the May regular meeting.

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:
N/A

Safe & Secure ☐	Business Friendly/Economic Development ☐	Partnership & Community Involvement ☐	Healthy & Environmentally Cons. Comm. ☐	Financial & OPS Stewardship ☒
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Meeting Date: 06-14-2022	Date: 06-10-2022	Item #: 4	Dept.: KEDC
(Check one) ☐ Consent ☒ Action ☐ Discussion			
SUBJECT: Consider and take appropriate action on a contract template for the downtown destination matching grant program.			
BACKGROUND: At the May KEDC meeting, the board approved \$75,000 toward the creation of a new matching grant program for the square and surrounding area. This funding was ratified by the Council at their May meeting. Any awardees must sign a contract and the KEDC Attorney has drafted a template for any future contracts with prospects that receive a grant award from the KEDC Board.			
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 ☒
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ECONOMIC INCENTIVE AND PERFORMANCE AGREEMENT
Downtown Destination 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 KEDC 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 KEDC hereby find that site improvements are required and suitable for infrastructure necessary to promote or develop new business enterprises in the downtown district that includes the downtown square and areas adjacent to the commercially zoned tracts within one to two blocks of the downtown square (“Qualifying Area”); and

WHEREAS, the Recipient has applied to the KEDC for financial assistance through the KEDC’s Downtown Destination Matching Grant Program to assist in the improvement of Recipient’s property in the Qualifying Area, specifically: _____
_____ (hereinafter referred to as the “Property”); and

WHEREAS, the Recipient is an eligible applicant as the company is a for-profit, sales tax remitting business that is not currently doing business within the City of Kaufman and the company fits into one of the following categories: new or unique dining concept, specialty retail, entertainment, brewery, distillery, winery, or commercial uses for second floor spaces (i.e. office space); and

WHEREAS, the KEDC 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 Downtown Destination Matching Grant Program to promote economic development 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

WHEREAS, the KEDC Board of Directors **has determined Recipient's business constitutes a "catalyst project" that will create a major anchor in the Qualified Area and has negotiated a higher incentive**, not to exceed \$ _____; 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.** Grant funds must be used for site improvements related to fixed property enhancements, such as:

- (a) Exterior façade (including murals/public art)
- (b) Utility upgrades
- (c) Asbestos/environmental remediation
- (d) ADA accessibility
- (e) Roof installation/repair
- (f) HVAC
- (g) Mechanical/Electric/Plumbing
- (h) Demolition
- (i) Fire suppression
- (j) Foundation repair
- (k) Grease trap installation
- (l) Other interior site improvements attached to the building as approved by the KEDC Board of Directors

Ineligible improvements include, but are not limited to: residential use improvements (i.e., loft apartments), real estate acquisition costs, business process equipment, furniture, consultant/professional service fees (i.e., engineering/architectural costs), and permit fees.

The Recipient shall undertake the improvements on the Property as set out in the attached approved grant application ("Improvements"), 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 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 Site Enhancement Matching Grant Program (“Grant Program”) provides reimbursement to the Recipient (“Grant Funds”) for up to 50% of the Improvements as set forth in Exhibit A. **Recipient agrees that its hours of operation for at least two days of the week will be until 8:00 p.m. central time.** Accordingly, the Grant Funds shall not to exceed \$_____, subject to the terms and conditions of this Agreement. Grant Funds cannot be combined with any other KEDC site enhancement matching grant programs. Recipient must complete the Improvements within twelve (12) months of Grant Program approval.

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, approved by an agent for the City of Kaufman as being in accordance with the City’s Building Codes and Standards, including any standards that apply to any special districts throughout the City, and a certificate of occupancy is issued. 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 for verification purposes to the KEDC for payment. Recipient must remain in business at the Property for eighteen (18) months following receipt of the Grant Funds. If Recipient moves from the Property, any remaining Grant Funds shall be forfeited.

7. Time of Performance. The Recipient shall have up to 12 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.

[Signature pages to follow]

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 General Counsel

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



Meeting Date: 06-14-2022	Date: 06-10-2022	Item #: 5	Dept.: KEDC
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(Check one)

☐ Consent	☒ Action	☐ Discussion
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SUBJECT:
 Consider and take appropriate action on a Downtown Destination Matching Grant for Jesse's Fajitas & Rita's, to be located at 101 W. Mulberry St. in Downtown Kaufman.

BACKGROUND:
 Jesse Jimenez and his business partner have purchased the property at 101 W. Mulberry St. to renovate for a modern, upper-end Tex-Mex restaurant featuring private event space and a bar. They plan to be open later this year and will enhance the building to preserve the historic look along with adding new exterior fixtures for signage and awnings. They have filled out an application which will be available to board members at the meeting. Jesse and his architect will be available for any questions from the KEDC Board of Directors. KEDC Staff recommend matching funds up to \$25,000 for this project, to be reimbursed upon receipt of a Certificate of Occupancy.

Author: Stewart McGregor, KEDC Executive Director	Reviewed: Stewart McGregor, KEDC Executive Director
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Cost: \$25,000	Funds Available: Yes	Source: KEDC Budget
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Recommendation:
 Approval

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



Meeting Date: 06-14-2022	Date: 06-10-2022	Item #: 6	Dept.: KEDC
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(Check one)

☐ **Consent**

 ☐ **Action**

 ☒ **Discussion**

SUBJECT:
 Consider and take appropriate action on the July KEDC meeting schedule.

BACKGROUND:
 The KEDC Board will have a joint meeting with the City Council and School Board on July 14th at the Civic Center. The normal monthly meeting would be on Tuesday, July 12th. Instead of meeting twice in one week, it may be of interest to the board to meet just on the 14th. Any potential action items could be taken care of in a brief meeting prior to the start of the joint meeting.

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:
 Discussion & Staff Direction

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



Meeting Date: 06-14-2022	Date: 06-10-2022	Item #: 7	Dept.: KEDC
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(Check one)

☐ **Consent**
☐ **Action**
☒ **Discussion**

SUBJECT:
Consider and take appropriate action on priorities for the Fiscal Year 2022-23 budget for the Kaufman Economic Development Corporation.

BACKGROUND:
As KEDC Staff begin the budgeting process, they are seeking feedback from the Board of Directors regarding priorities for next fiscal year's budget.

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:
Discussion & Staff Direction

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