

**RESOLUTION NO. 2015-06-\_\_\_ (R)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE A CONTRACT WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR PROFESSIONAL SERVICES IN ASSOCIATION WITH THE 2015 COMPREHENSIVE PLAN 10-YEAR UPDATE; PROVIDING AN EFFECTIVE DATE**

**WHEREAS,** a Comprehensive Plan is vital to the community as a statement of the community's vision of itself now and in the future; and

**WHEREAS,** a Comprehensive Plan serves as a guideline for the City of McKinney to achieve the community's goals and objectives; and

**WHEREAS,** the City of McKinney, Texas adopted the current Comprehensive Plan in 2004 to encourage and coordinate future physical development within its Ultimate Planning area; and

**WHEREAS,** the 2004 Comprehensive Plan recommends an update based on population and growth criteria which have been met, including growth in population from 85,865 in 2004 to 155,142 in 2015; and

**WHEREAS,** as a result of the significant growth and changes in the community, the City of McKinney, Texas wishes to launch a 10-Year Update to the Comprehensive Plan; and

**WHEREAS,** after conducting a formal RFQ process, the City of McKinney, Texas has selected Kimley-Horn and Associates, Inc. ("Kimley-Horn") as qualified consultants to perform the 2015 Comprehensive Plan 10-Year Update; and

**WHEREAS,** City Staff and Kimley-Horn have developed a Scope of Services necessary to complete the 2015 Comprehensive Plan 10-Year Update; and

**WHEREAS,** it is in the best interest of the citizens of the City of McKinney that an agreement be executed with Kimley-Horn for professional services to be provided in support of the 2015 Comprehensive Plan 10-Year Update.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS, THAT:**

Section 1. The City Council of the City of McKinney, Texas accepts the proposal from Kimley-Horn for professional services for the 2015 Comprehensive Plan 10-Year Update.

Section 2. The City Council of the City of McKinney, Texas hereby authorizes the Interim City Manager to execute a professional services contract with Kimley-Horn, Inc. for an amount not to exceed \$648,400 for the completion of the 2015 Comprehensive Plan Update ("Contract") as depicted in Exhibit A.

Section 3. This Resolution shall take effect immediately from and after the date of passage and is so resolved.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS ON THE 16<sup>TH</sup> DAY OF JUNE, 2015.**

CITY OF MCKINNEY, TEXAS

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BRIAN LOUGHMILLER  
Mayor

ATTEST:

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SANDY HART, TRMC, MMC  
City Secretary  
DENISE VICE, TRMC  
Assistant City Secretary

APPROVED AS TO FORM:

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MARK S. HOUSER  
City Attorney

THE STATE OF TEXAS §

COUNTY OF COLLIN §

**Professional Services Contract  
with Kimley-Horn and Associates, Inc.**

THIS CONTRACT is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the **CITY OF MCKINNEY, TEXAS**, a municipal corporation located in Collin County, Texas, (hereinafter referred to as "CITY"), acting by and through its City Manager or his designee, and **KIMLEY-HORN AND ASSOCIATES, INC.** ("hereinafter referred to as "CONSULTANT") whose address is 12750 Merit Drive, Suite 1000, Dallas, Texas 75251.

WITNESSETH:

WHEREAS, CITY desires to obtain professional services from CONSULTANT for the performance of an update of the CITY's Comprehensive Plan (hereinafter referred to as the "UPDATE"); and

WHEREAS, CONSULTANT is a professional planning, urban design, engineering, or landscape architecture firm qualified to provide such services and is willing to undertake the performance of such services for CITY in exchange for fees hereinafter specified; NOW, THEREFORE,

THAT IN CONSIDERATION of the covenants and agreements hereinafter contained and subject to the terms and conditions hereinafter stated, the parties hereto do mutually agree as follows:

**I.**

**Employment of Consultant**

CONSULTANT will perform as an independent contractor all services under this Contract to the prevailing professional standards consistent with the level of care and skill ordinarily exercised by members of the architectural, engineering and planning professions, both public and private, currently practicing in the same locality under similar conditions including but not limited to the exercise of reasonable, informed judgments and prompt, timely action. If CONSULTANT is representing that it has special expertise in one or more areas to be utilized in this Contract, then CONSULTANT agrees to perform those special expertise services to the appropriate local, regional and national professional standards.

**II.**

**Scope of Services**

CONSULTANT shall perform such services as are necessary to carry out and complete the UPDATE specifically including, but not necessarily limited to, the tasks enumerated more fully in Attachment "A" hereto entitled "Scope of Work" (hereafter referred to as the "project"). Attachment "A" is hereby incorporated herein by reference and made a part hereof as if written word for word. However, in case of conflict in the language of Attachment "A" and this Contract, the terms and conditions of this Contract shall be final and binding upon both parties hereto.

**III.**

**Payment for Services**

Total payment for services described herein shall be a sum not to exceed Six Hundred Forty-Eight Thousand Four Hundred and No/100 Dollars (\$648,400). This total payment for services includes CONSULTANT's ordinary expenses. Additional expenses, which are extraordinary in nature, shall be approved in advance by CITY in writing signed by the parties. Such extraordinary expenses may be paid as incurred and billed to the CITY pursuant to this Contract over and above the total payment amount identified in this provision. Any extraordinary expenses not approved in writing in advance by the CITY shall remain the sole responsibility of the CONSULTANT.

CONSULTANT will bill CITY on a percent complete basis in accordance with

Attachment "A"; provided however that this Contract shall control in the event of any conflict between the language in Attachment "A" and the language in this Contract. If additional services, trips or expenses are requested, CONSULTANT will not provide such additional services until authorized by CITY in writing to proceed. The scope of services shall be strictly limited. CITY shall not be required to pay any amount in excess of the amount identified in the preceding paragraph unless CITY shall have approved in writing in advance (prior to the performance of additional work) the payment of additional amounts.

Each month CONSULTANT will submit to CITY an invoice supporting the percentage complete for which payment is sought. Each invoice shall also state the percentage of work completed on the project through the end of the then submitted billing period, the total of the current invoice amount and a running total balance for the project to date.

Within thirty (30) days of receipt of each such monthly invoice CITY shall make monthly payments in the amount shown by CONSULTANT's approved monthly statements and other documentation submitted.

Nothing contained in this Contract shall require CITY to pay for any work that is unsatisfactory as determined by CITY or which is not submitted in compliance with the terms of this Contract, nor shall failure to withhold payment pursuant to the provisions of this section constitute a waiver of any right, at law or in equity, which CITY may have if CONSULTANT is in default, including the right to bring legal action for damages or for specific performance of this Contract. Waiver of any default under this Contract shall not be deemed a waiver of any subsequent default.

#### **IV. Revisions of the Scope of Services**

CITY reserves the right to revise or expand the scope of services after due approval by CITY as CITY may deem necessary, but in such event CITY shall pay CONSULTANT equitable compensation for such services. In any event, when CONSULTANT is directed to revise or expand the scope of services under this Section of the Contract, CONSULTANT shall provide CITY a written proposal for the entire costs involved in performing such additional services. Prior to CONSULTANT undertaking any revised or expanded services as directed by CITY under this Contract, CITY must authorize in writing the nature and scope of the services and accept the method and amount of compensation and the time involved in all phases of the Project.

It is expressly understood and agreed by CONSULTANT that any compensation not specified in Paragraph III herein above may require McKinney City Council approval and is subject to the current budget year limitations.

#### **V. Term**

This Contract shall begin on the date first written above, and shall terminate when CITY has received and approved CONSULTANT's final deliverables as described in Attachment "A" attached hereto, and the final project has been presented to CITY Council for its approval, if such a presentation is scheduled, or the CITY otherwise terminates this Contract as provided herein.

#### **VI. Contract Termination Provision**

This Contract may be terminated at any time by CITY for any cause by providing CONSULTANT thirty (30) days written notice of such termination. Upon receipt of such notice, CONSULTANT shall immediately terminate working on, placing orders or entering into contracts for supplies, assistance, facilities or materials in connection with this Contract and shall proceed to promptly cancel all existing contracts insofar as they are related to this Contract. This Contract may be terminated at any time by CONSULTANT for any cause by providing CITY thirty (30) days written notice of such termination.

In the event of termination of this Contract, CONSULTANT shall deliver all finished and/or unfinished documents associated to the UPDATE including, but not limited to, data, studies, surveys, drawings, maps, models, reports, photographs, or other relative information to CITY within thirty (30) days of written termination. In the event of termination pursuant to Paragraph VI, herein, CONSULTANT consents to CITY's right in the selection of another Consultant of CITY's choice to assist in completing the UPDATE. CONSULTANT further agrees to cooperate with CITY and to provide any information requested by CITY in accordance with the completion of the Project.

## **VII.** **Ownership of Documents**

All materials and documents prepared or assembled by CONSULTANT under this Contract shall become the sole property of CITY and shall be delivered to CITY without restriction on future use. CONSULTANT may retain in its files copies of all drawings, specifications and all other pertinent information for the work. CONSULTANT shall have no liability for changes made to any materials or other documents by others subsequent to the completion of the Contract.

## **VIII.** **Insurance Requirements**

- A. Before commencing work, the consultant shall, at its own expense, procure, pay for and maintain during the term of this Contract the following insurance written by companies approved by the state of Texas and acceptable to the City of McKinney. The consultant shall furnish to the City of McKinney Purchasing Manager certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Certificates shall reference the project/contract number and be addressed as follows:

City of McKinney  
c/o EBIX BPO  
PO Box 257  
Portland, MI 48875-0257  
**Or you may email to:**  
certsonly@periculum.com

1. Commercial General Liability insurance, including, but not limited to Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability, with minimum combined single limits of \$1,000,000 per-occurrence, \$1,000,000 Products/Completed Operations Aggregate and \$1,000,000 general aggregate. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis.
2. Workers' Compensation insurance with statutory limits; and Employers' Liability coverage with minimum limits for bodily injury: a) by accident, \$100,000 each accident, b) by disease, \$100,000 per employee with a per policy aggregate of \$500,000.
3. Business Automobile Liability insurance covering owned, hired and non-owned vehicles, with a minimum combined bodily injury and property damage limit of \$1,000,000 per occurrence.
4. Professional Liability Insurance to provide coverage against any claim which the consultant and all consultants engaged or employed by the consultant become legally obligated to pay as damages arising out of the performance of professional services caused by error, omission or negligent act with minimum limits of \$2,000,000 per claim, \$2,000,000 annual aggregate.

**NOTE:** If the insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than *thirty-six (36) months* following completion of the contract and acceptance by the City of McKinney.

- B. With reference to the foregoing required insurance, the consultant shall endorse applicable insurance policies as follows:
1. A waiver of subrogation in favor of City of McKinney, its officials, employees, and officers shall be contained in the Workers' Compensation insurance policy.
  2. The City of McKinney, its officials, employees and officers shall be named as additional insureds on the Commercial General Liability policy, by using endorsement CG2026 or broader.
  - 3.. All insurance policies shall be endorsed to the effect that City of McKinney will receive at least thirty (30) days notice prior to cancellation, non-renewal, termination, or material change of the policies.
- C. All insurance shall be purchased from an insurance company that meets a financial rating of B+VI or better as assigned by A.M. Best Company or equivalent.

#### **IX.**

#### **Right to Inspect Records**

CONSULTANT agrees that CITY shall have access to and the right to examine any directly pertinent books, documents, papers and records of CONSULTANT involving transactions relating to this Contract. CONSULTANT agrees that CITY shall have access during normal working hours to all necessary CONSULTANT facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. CITY shall give CONSULTANT reasonable advance notice of intended audits.

CONSULTANT further agrees to include in subcontract(s), if any, a provision that any subcontractor or engineer agrees that CITY shall have access to and the right to examine any directly pertinent books, documents, papers and records of such engineer or sub-contractor involving transactions to the subcontract, and further, that CITY shall have access during normal working hours to all such engineer or sub-contractor facilities and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of the paragraph. CITY shall give any such engineer or sub-contractor reasonable advance notice of intended audits.

#### **X.**

#### **Successors and Assigns**

CITY and CONSULTANT each bind themselves and their successors, executors, administrators and assigns to the other party to this contract and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Contract. Neither CITY nor CONSULTANT shall assign or transfer its interest herein without the prior written consent of the other.

#### **XI.**

#### **CONSULTANT's Liability**

Acceptance of the final plans by the CITY shall not constitute nor be deemed a release of the responsibility and liability of CONSULTANT, its employees, associates, agents or consultants for the accuracy and competency of their designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by CITY for any defect in the designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by CITY for any defect in the designs, working drawings,

specifications or other documents and work prepared by said CONSULTANT, its employees, associates, agents or sub-consultants.

## **XII. INDEMNIFICATION**

**CONSULTANT DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, TO THE EXTENT ANY OF THE FOREGOING ARISE OUT OF OR RESULT FROM CONSULTANT'S NEGLIGENT OR OTHERWISE WRONGFUL PERFORMANCE UNDER THIS CONTRACT OR WHICH ARE CAUSED BY THE INTENTIONAL WRONGFUL ACTS OR NEGLIGENT ACTS OR OMISSIONS OF CONSULTANT, ITS SUBCONTRACTORS, ANY OFFICERS, AGENTS OR EMPLOYEES OF EITHER CONSULTANT OR ITS SUBCONTRACTORS, AND ANY OTHER THIRD PARTIES FOR WHOM OR WHICH CONSULTANT IS LEGALLY RESPONSIBLE (THE "INDEMNIFIED ITEMS") SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 (A) AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002 (B).**

**BY WAY OF EXAMPLE, THE INDEMNIFIED ITEMS MAY INCLUDE PERSONAL INJURY AND DEATH CLAIMS AND PROPERTY DAMAGE CLAIMS, INCLUDING THOSE FOR LOSS OF USE OF PROPERTY.**

**INDEMNIFIED ITEMS SHALL INCLUDE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS. INDEMNIFIED ITEMS SHALL ALSO INCLUDE ANY EXPENSES, INCLUDING ATTORNEYS' FEES AND EXPENSES, INCURRED BY AN INDEMNIFIED INDIVIDUAL OR ENTITY IN ATTEMPTING TO ENFORCE THIS INDEMNITY.**

In its sole discretion, the CITY shall have the right to approve counsel to be retained by CONSULTANT in fulfilling its obligation to defend and indemnify the CITY. CONSULTANT shall retain approved counsel for the CITY within seven (7) business days after receiving written notice from the CITY that it is invoking its right to indemnification under this Contract. If CONSULTANT does not retain counsel for the CITY within the required time, then the CITY shall have the right to retain counsel and the CONSULTANT shall pay these attorneys' fees and expenses. The CITY retains the right to provide and pay for any or all costs of defending indemnified items, but it shall not be required to do so.

## **XIII. Independent Contractor**

CONSULTANT's status shall be that of an Independent Contractor and not an agent, servant, employee or representative of CITY in the performance of this Contract. No term or provision of or act of CONSULTANT or CITY under this Contract shall be construed as changing that status. CONSULTANT will have exclusive control of and the exclusive right to control the details of the work performed hereunder, and shall be liable for the acts and omissions of its officers, agents, employees, contractors, subcontractors and engineers and the doctrine of respondeat superior shall not apply as between CITY and CONSULTANT, its officers, agents, employees, contractors, subcontractors and engineers, and nothing herein shall be construed as creating a partnership or joint enterprise between CITY and CONSULTANT.

## **XIV. Default**

If at any time during the term of this Contract, CONSULTANT shall fail to commence the work in accordance with the provisions of this Contract or fail to diligently provide

services in an efficient, timely and careful manner and in strict accordance with the provisions of this Contract or fail to use an adequate number or quality of personnel to complete the work or fail to perform any of its obligations under this Contract, then CITY shall have the right, if CONSULTANT shall not cure any such default after thirty (30) days written notice thereof, to terminate this Contract. Any such act by CITY shall not be deemed a waiver of any other right or remedy of CITY. If after exercising any such remedy due to CONSULTANT's nonperformance under this Contract, the cost to CITY to complete the work to be performed under this Contract is in excess of that part of the Contract sum which has not theretofore been paid to CONSULTANT hereunder, CONSULTANT shall be liable for and shall reimburse CITY for such excess. CONSULTANT'S liability under this provision shall be limited to the total dollar amount of this Contract.

CITY's remedies for CONSULTANT's default or breach under this Contract shall be limited to one or more of the following remedies which may be exercised separately or in combination at CITY's sole exclusive choice:

- (a) Specific performance of the Contract;
- (b) Re-performance of this Contract at no extra charge to CITY; or,
- (c) Monetary damages in an amount not to exceed the greater of:
  - (1) The amount of any applicable insurance coverage CONSULTANT is required to purchase and maintain under this Contract plus any deductible amount to be paid by CONSULTANT in conjunction with said coverage regardless of whether CONSULTANT has actually purchased and maintained said coverage; or,
  - (2) The total dollar amount of this Contract.

The terms of Sections XII entitled Indemnification, and XVII entitled Confidential Information shall survive termination of this Contract.

#### **XV. Changes**

CITY may, from time to time, require changes in the scope of services to be performed under this Contract. Such changes as are mutually agreed upon by and between CITY and CONSULTANT shall be incorporated by written modification to this Contract.

#### **XVI. Conflict of Interest**

CONSULTANT covenants and agrees that CONSULTANT and its associates and employees will have no interest, and will acquire no interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Contract. All activities, investigations and other efforts made by CONSULTANT pursuant to this Contract will be conducted by employees, associates or subcontractors of CONSULTANT.

#### **XVII. Confidential Information**

CONSULTANT hereby acknowledges and agrees that its representatives may have access to or otherwise receive information during the furtherance of its obligations in accordance with this Contract, which is of a confidential, non-public or proprietary nature. CONSULTANT shall treat any such information received in full confidence and will not disclose or appropriate such Confidential Information for its own use or the use of any third party at any time during or subsequent to this Contract. As used herein, "Confidential Information" means all oral and written information concerning City of McKinney, its affiliates and subsidiaries, and all oral and written information concerning CITY or its



activities, that is of a non-public, proprietary or confidential nature including, without limitation, information pertaining to customer lists, services, methods, processes and operating procedures, together with all analyses, compilation, studies or other documents, whether prepared by CONSULTANT or others, which contain or otherwise reflect such information. The term "Confidential Information" shall not include such materials that are or become generally available to the public other than as a result of disclosure of CONSULTANT, or are required to be disclosed by a governmental authority.

**XVIII.**  
**Mailing Address**

All notices and communications under this CONTRACT to be mailed to CITY shall be sent to the address of CITY's agent as follows, unless and until CONSULTANT is otherwise notified:

Jennifer Arnold  
Planning Manager – Planning Department  
City of McKinney  
Post Office Box 517  
McKinney, Texas 75069.

Notices and communications to be mailed or delivered to CONSULTANT shall be sent to the address of CONSULTANT as follows, unless and until CITY is otherwise notified:

Mark Bowers, AICP  
Kimley-Horn and Associates, Inc.  
12750 Merit Drive, Suite 1000  
Dallas, Texas 75251.

Any notices and communications required to be given in writing by one party to the other shall be considered as having been given to the addressee on the date the notice or communication is posted, faxed or personally delivered by the sending party.

**XIX.**  
**Applicable Law**

The CONTRACT is entered into subject to the McKinney City Charter and ordinances of CITY, as same may be amended from time to time, and is subject to and is to be construed, governed and enforced under all applicable State of Texas and federal laws. CONSULTANT will make any and all reports required per federal, state or local law including, but not limited to, proper reporting to the Internal Revenue Service, as required in accordance with CONSULTANT's income. Situs of this Contract is agreed to be Collin County, Texas, for all purposes, including performance and execution.

**XX.**  
**Severability**

If any of the terms, provisions, covenants, conditions or any other part of this Contract are for any reason held to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants, conditions or any other part of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**XXI.**  
**Remedies**

No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Contract may be waived without written consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Contract.

**XXII.**  
**Entire Agreement**

This Contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporaneous agreements between the parties relating to matters herein, and except as otherwise provided herein cannot be modified without written agreement of the parties.

**XXIII.**  
**Non-Waiver**

It is further agreed that one (1) or more instances of forbearance by CITY in the exercise of its rights herein shall in no way constitute a waiver thereof.

**XXIV.**  
**Headings**

The headings of this Contract are for the convenience of reference only and shall not affect any of the terms and conditions hereof in any manner.

**XXV.**  
**Venue**

The parties to this Contract agree and covenant that this Contract will be enforceable in McKinney, Texas; and that if legal action is necessary to enforce this Contract, exclusive venue will lie in Collin County, Texas.

**XXVI.**  
**No Third Party Beneficiary**

For purposes of this Contract, including its intended operation and effect, the parties (CITY and CONSULTANT) specifically agree and contract that: (1) the Contract only affects matters/disputes between the parties to this Contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity notwithstanding the fact that such third person or entity may be in contractual relationship with CITY or CONSULTANT or both; and (2) the terms of this Contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either CITY or CONSULTANT.

IN WITNESS WHEREOF, the parties hereto have set their hands by their representatives duly authorized on the day and year first written above.

***CITY OF MCKINNEY***

By: \_\_\_\_\_  
TOM MUEHLENBECK  
Interim City Manager

Date Signed: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
SANDY HART, TRMC, MMC  
City Secretary

DENISE VICE, TRMC  
Assistant City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
MARK S. HOUSER  
City Attorney

**KIMLEY-HORN AND ASSOCIATES, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

THE STATE OF TEXAS           §  
COUNTY OF COLLIN           §

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared TOM MUEHLENBECK, Interim City Manager of the **CITY OF MCKINNEY**, a Texas Municipal Corporation, known to me to be the person who's name is subscribed to the foregoing instrument, and acknowledged to me that he has executed the same on the City's behalf.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_\_  
DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public Collin County, Texas  
My commission expires \_\_\_\_\_

THE STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by \_\_\_\_\_ in his capacity as \_\_\_\_\_ of **KIMLEY-HORN AND ASSOCIATES, INC.**, a North Carolina Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same on behalf of and as the act of **KIMLEY-HORN AND ASSOCIATES, INC.**

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_\_  
DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public \_\_\_\_\_ County, Texas  
My commission expires \_\_\_\_\_

**Attachment "A"**

*Scope of Work*

## **McKINNEY COMPREHENSIVE PLAN**

### ***Scope of Work***

June 5, 2015

### **PHASE I – PROJECT INITIATION (MONTH ONE)**

#### ***Task 1 - Project Initiation and Management***

*1.1 – Project Initiation Meeting (One Meeting)* - The Kimley-Horn Team will conduct a kick-off meeting to discuss our understanding of the project, the project schedule, scope, City and consultant team communication methods, and to receive data from the City of McKinney as detailed under Task 3. Recommended attendees include City Staff that will ultimately guide the progress, findings, and recommendations in the Plan. The City will provide a meeting location and notify attending staff of the location and time for the meeting.

*1.2 – Tour* – Immediately following the kick-off meeting, the Kimley-Horn Team will tour key areas and locations in the City of McKinney with City Staff to gain a deeper understanding of the character, culture, opportunities, and challenges facing the City.

*1.3 – Biweekly (every other week) Progress Meetings (up to 30 meetings)* – The Kimley-Horn Team will meet via WebEx (an internet application that allows virtual meetings) with key City Staff to discuss project progress, key action items and responsibilities, and project schedule. It is anticipated that one meeting per month will be in person (either at the City or at Kimley-Horn's offices, with an attempt to coordinate with Ricker-Cunningham's travel schedule where possible to allow them to attend these meetings in person). Kimley-Horn will prepare an agenda and a checklist with action items, responsibilities, and due dates for appropriate team members and will schedule and notify attendees of the meetings via Microsoft Outlook.

#### ***Task 2 – Communications / Public Engagement Planning and Project Branding***

Residents, property owners, business leaders, and other stakeholders in McKinney must be contributors to the update of the Comprehensive Plan if they are to support its vision and the many projects, programs, and investments that will carry it out. The Kimley-Horn Team believes it is essential to establish a message architecture and communications strategy for the project, and to structure a package of public engagement techniques that achieves four objectives: gives stakeholders multiple choices for participation; engages potential participants through timely and engaging communications; assures stakeholders that their input has been heard and considered; and produces results that are useful to the City as the plan is created. The initial step in achieving these objectives is the formulation of a communications / public involvement plan:

*2.1 – Communications / Public Involvement Plan* - The Kimley-Horn Team will develop a detailed plan for overall communications and for the public involvement process for staff review and approval. The Plan will establish a media strategy that identifies specific action items and materials that will be created to engage the media in communicating key messages about the planning process and opportunities for participation. The Plan will also identify methods for stakeholder identification, pre- and post-meeting communication techniques and tools, a schedule of stakeholder and public involvement meetings, necessary activities in preparation for meetings, and tools and techniques to be utilized during stakeholder and public meetings to facilitate engagement and feedback. The Public Involvement Plan will specify the level of resources to be provided for these activities by the Kimley-Horn Team and by the City staff.

*2.2 – External Project Partners* - The Kimley-Horn Team will work with the City to identify potential external project partners (such as the Leadership McKinney, the McKinney Chamber of Commerce, the McKinney EDC, and/or the McKinney CDC) that may be able to assist in external communication regarding the Comprehensive Plan, public meetings, or other ways to engage citizens and stakeholders in the process. This group could become a portion of the Advisory Committee (AC) described in Task 8.

*2.3 – Project Branding and Visual Imagery Development* - The Kimley-Horn Team will partner with the City to develop a project specific branding strategy to allow for the project to have a consistent and commonly known name for project stakeholders. Kimley-Horn will brainstorm with the City on concepts and ideas during Task 2 and develop some preliminary project branding ideas (including a project name, logo, and color scheme) for consideration by the City. After review and comment by the City, Kimley-Horn will finalize the brand concept. It will be important to finalize this concept early in the project to allow for consistent naming throughout the project. It is anticipated that the project branding will be utilized in project giveaways that are created by the City.

## **PHASE II – STATE OF THE CITY (MONTHS ONE THROUGH THREE)**

### **Task 3 - Project Background**

*3.1 – Data Review* - The Kimley-Horn Team will review existing background data and previous studies for the land within the City Limits and the ETJ of McKinney. This review is intended to provide the Kimley-Horn Team a high-level understanding of existing conditions, opportunities, and constraints in McKinney. A more in-depth understanding of all of these elements will be developed during the State of the City meeting when the Kimley-Horn Team will work closely with City Staff to determine the importance of several data sets and background materials to the overall scope and focus of the Comprehensive Plan. Included in those discussions will be an assessment of the relevance of previous planning studies and reports, policy documents, development proposals, and data sets to this planning effort. The following are materials that will be requested by the Kimley-Horn Team:

- Aerial photographs
- Recent population, employment and demographic information
- GIS data – may include building footprints, curb lines, street centerlines, parcel data (including tax assessor information), land cover, land use and zoning, transportation, environmental, water bodies, boundaries (city, county, school districts, special districts, etc. ), and historic assets (sites, structures, districts, etc.)
- Relevant land use and development data
- Information regarding planned future development
- Existing and planned utility / infrastructure improvements
- Existing and planned transportation improvements, including the most recent traffic counts available, the most recent Transportation / Capital Improvement Program, any relevant transportation plans and studies, and any previous parking studies or current plan elements addressing parking
- Existing city plans, studies and ordinances – 2004 Comprehensive Plan, Thoroughfare Plan, Downtown Master Plan, Current Versions and status of the NW Sector Study, and other relevant documents.
- Existing McKinney Airport Master Plan
- Existing Special District Information (such as TIRZ, HNIZ, and NEZ)

*3.2 – Parks, Recreation, and Open Space Master Plan Coordination Meeting* - The Kimley-Horn Team will meet with City Staff from the Planning Department, the Parks, Recreation, and Open Space Department and the City’s consultant responsible for preparing the update to Parks and Open Spaces Master Plan (Halff Associates) to coordinate mapping, strategies and timing. The City would like to pursue opportunities to have these projects be coordinated to help develop a “Complete Network”.

### **Task 4 - Review / Analysis**

The Kimley-Horn Team will gather additional data from existing sources to inform development of the Comprehensive Plan and offer an understanding of opportunities for

and constraints to investment. Specific information to be gathered and / or reviewed by the Kimley-Horn Team includes:

*4.1 – Socioeconomic Information* - The Kimley-Horn Team will identify market opportunities for the McKinney market (this market includes not just McKinney, but also portions of Frisco, Allen, Fairview, and Plano that allow for consideration of the ‘place’ McKinney has in the local sub-regional market) while providing the client Team with a technical and analytical base of information from which to direct plan decisions and advance strategic initiatives. Specifically, we will build upon the City’s existing demographic data and any other studies (such as evaluations that The Retail Coach completed) prepared for the City and/or McKinney Economic Development Corporation and will collect psychographic and market data related to: population, household, age, ethnicity and income characteristics; consumer spending; taxable revenue; visitor and convention information; and, select economic values. Trends, both historical and future, will be identified and inputs used to inform stakeholder decisions, as well as model the impacts of various growth scenarios.

*4.2 – Market Profile* – The Kimley-Horn Team will prepare a market profile of the Study Area explaining historic trends in the indicators identified above. Using conclusions drawn from completion of Task 4.1, the Team will review the data in light of what is meaningful to various investor audiences including lenders, developers, business and land owners and community promoters.

*4.3 – Supply and Demand Analysis* – Building upon studies prepared for the City and the McKinney Economic Development Corporation, the Kimley-Horn Team will analyze:

- Development activity by land use (supply and demand)
- Delivery system characteristics (e.g., property owner, developer, investor expectations)
- Anticipated trends in product types; and,
- Financing and investment markets which support development of specific residential product types, inform opportunities for building on existing retail / service strengths and commercial clusters, influence traffic-generating anchor districts, and make the best use of land, buildings, and public services.

In addition, the Team will conduct a limited target industry screening analysis in order to identify those industries and business groups which exhibit the highest potential for relocation and / or expansion in the McKinney market, translating these opportunities into demand for non-retail commercial space. The Team will also evaluate potential tourism-related market opportunities and quantify demand for related land uses, e.g., hotel / lodging, and retail / entertainment. Demand will be quantified for specific land uses and product types within an identified trade area, along with a percent of market share for different sub-markets within the Study Area. The target industry analysis is most accurate at the regional level (Metroplex), with local relevance determined by area-specific attributes.

## **Task 5 – Mapping**

*5.1 – Base Mapping* – Based upon the project brand determined in Task 2, the Kimley-Horn Team will prepare a project base map and PowerPoint templates that will be used to create future presentations, existing conditions maps and scenarios for future growth in McKinney.

*5.2 – Existing Conditions Mapping* – Based upon existing, readily available GIS data (to be provided and maintained by the City), the Kimley-Horn Team will prepare existing conditions exhibits for use in public meetings and presentations of the following elements:

- Existing Vacant Land
- Existing Land Use

- Existing Transportation Systems
- Existing Bike Plan
- Existing Utility Infrastructure (Water and Wastewater)
- Existing Tree Coverage
- Existing Topography / Slopes
- Existing Floodplain Areas
- Existing and Planned Parks and Open Space
- Existing and Planned Public Facilities
- Existing Parcel Sizes
- Existing Parcel Ownership

#### **Task 6 – Strategic Direction for the City**

*6.1 – Strategic Direction Assessment* – The Kimley-Horn Team will review the current Comprehensive Plan and any subsequent planning documents to: understand the intended strategy; evaluate the extent to which changes since the 2004 Comprehensive Plan have furthered that strategic direction; and highlight changes in the McKinney context that may warrant revisions or refinements to the strategy.

*6.2 – Trends Assessment* – The Kimley-Horn Team will identify the general implications of regional, statewide and larger trends on future development opportunities and strategic issues for McKinney.

*6.3 – Strategic Direction Update* – The Kimley-Horn Team will identify topics that may need refinement to reflect the strategic direction the new master plan is designed to achieve. These topics will be structured for use in the “State of the City” session with City Staff.

#### **Task 7 - State of the City Input Sessions**

*7.1 – City Staff Work Session (One Full Day)* – Using the synthesis of knowledge gained during completion of previous tasks, the Kimley-Horn Team will conduct a facilitated work session with City Staff to develop a set of criteria by which key community assets will be classified as those that will remain, those that will be enhanced, and those that will be subject to detailed review as strategic opportunity areas. Criteria will include fiscal considerations, potential social impacts, capital investments required, and other factors that may be identified during the discussion. The Team will also work with City Staff to identify a preliminary set of strategic issues and preliminary development directions for strategic opportunity areas within the City based upon the analyses conducted in the previous tasks. The information developed in this meeting will form the basis for initial engagement of the community and key stakeholders.

The City Staff Work Session will be held in a facility arranged by the City, and City Staff will be responsible for notifying City participants. The Kimley-Horn Team will develop the agenda for the meeting, prepare necessary materials and facilitate the discussions with meeting participants.

*7.2 - Key Individual Interviews (18 interviews)* – The Kimley-Horn Team will prepare for and conduct up to eighteen (18) interviews (up to three (3) days of interviews) and small group discussions with key individuals (to be identified by the City) from the McKinney City Council (anticipated to include three (3) groups of City Council members), Planning & Zoning Commission (one (1) meeting with the Chair and Vice Chair), and regional organizations including representatives of development and financial interests and developers that are currently not developing in McKinney (but are in Frisco and/or Allen) to gain their perspectives related to McKinney’s potential position in the future North Texas economy, key opportunities that the City should be positioning itself to pursue, and key limitations or perceptions that the City should be working to overcome (up to 14 additional meetings, the size and attendees to be identified by the City). The interview



team will use a set of questions as a starting point and then use follow-up questions to probe for more detailed responses. The team will develop the interview questions and distribute them to City Staff for review and comment. The City will contact interviewees to confirm meeting times and provide private meeting rooms for the interviews, if needed.

*7.3 – Citywide Project Kick-Off / Community Summit / Open House (two (2) meetings) –* The Kimley-Horn team will facilitate a citywide project kick-off / “celebratory” / signature initial event (at a location to be identified and secured by the City) to facilitate getting initial feedback from the community on the primary drivers for the project. The goal for the event is to get feedback and input from a wide spectrum of the community. The meetings will be advertised on the City / project website, through email messaging and social media, and using additional City channels, such as flyers at public buildings, inserts in utility bills, and messaging through Council member blogs. The Kimley-Horn Team will draft text and manage outreach related to electronic communication, and the City will be responsible for the other City communication channels. The City would also be responsible for securing a venue for the events.

The Kimley-Horn Team will be responsible for all meeting content and will facilitate the events. The meetings will provide participants an opportunity to discuss community issues and to help identify key issues, opportunities, and geographic areas to be explored in the planning process. Information may be gathered through interactive small group discussions, written comment forms, map “stations”, and general workshop discussion. To further facilitate the discussion, the Kimley-Horn Team will develop, execute, and analyze the results of electronic keypad polling sessions that may be conducted to gauge community support for several issues of interest.

*7.4 – Community Summit / Open House Results –* Results from the Community Summit / Open Houses will be documented in presentation materials and incorporated into web-based applications in a manner that will allow interested individuals to weigh-in on the future vision for McKinney. The results materials will include:

- Feedback from specific questions asked at each station related to the specific Comprehensive Plan components
- Results of keypad polling conducted during the summit
- Overall conclusions drawn from the open house discussions related to next steps

*7.5 – State of the City Joint Advisory Committee, P&Z, and City Council Workshop #1 –* At the conclusion of the Phase II - State of the City evaluation, the Kimley-Horn Team will brief a joint session of the Advisory Committee, McKinney Planning & Zoning Commission and City Council on initial stakeholder and public feedback, existing conditions, recommended next steps in the planning process, and the proposed methodology for engaging stakeholders in the planning process.

*7.6 – State of the DFW Metroplex Tour –* The Kimley-Horn team will facilitate a half-day interactive workshop (to occur at a point in the overall project schedule as identified by the City) where the City Council, AC, and other stakeholders (as identified by the City) are invited to explore other development areas to better understand how those areas were created, what challenges were faced in their development (both for the City and the development community), and related elements. It is anticipated this tour will include evaluation of three (3) unique areas outside of McKinney (those areas to be identified by the City). The City will provide transportation for City Council, AC, and other project stakeholders outside of the Kimley-Horn project team.

## PHASE III – COMMUNITY-WIDE VISION (MONTHS FOUR THROUGH SIX)

### Task 8 – Stakeholder Involvement

*8.1 – Advisory Committee Meetings (up to six (6) meetings)* – The Advisory Committee (AC) (to be identified by the City with assistance from Kimley-Horn) will serve as a review, input, and directional body for the Comprehensive Plan throughout the planning process, with the initial meeting to occur during Task 2. The Kimley-Horn Team will meet with the AC at key points during the planning process to present topical materials for committee background, discuss critical issues related to the development of the Comprehensive Plan, and obtain feedback and direction from the Committee. The City will be responsible for providing a venue for the committee meetings and notifying committee members of meeting dates and times. The Kimley-Horn Team will provide agendas and materials for facilitated discussion at each meeting.

*8.2 – Engagement through Community Events* – The Comprehensive Plan should be informed by the perspectives and ideas of people who aren't typically involved in planning projects. The Kimley-Horn Team and City staff will identify opportunities to reach these people through outreach at the events and festivals, and the regular meetings of partner organizations. These opportunities will include up to three (3) total events that will be attended by the Kimley-Horn team, which is potentially one of those ideas listed below depending on the schedule: a community barbecue, interaction with local schools, interaction with Leadership McKinney, community social's with ice cream, engagement at McKinney Football Games, engagement at the aquatic center, and engagement at community events such as Oktoberfest. The Kimley-Horn Team will assist the City staff in creating content and activities appropriate to these venues. The City will be responsible for any production of printed materials and staffing of booths, displays and similar activities. The specific events and type of engagement activities to be initiated at each one will be detailed in the Communications / Public Involvement Plan.

*8.3 – Web-Based Engagement* – The web and other online tools are increasingly important forms of communication. For this project, web-based engagement will be designed and hosted by the Kimley-Horn Team to make information available more broadly (to anyone who chooses to go online), more conveniently (whenever someone is online or connected), and with more flexibility (by using a variety of online and social networking tools). The Kimley-Horn Team will design the tools in a manner that assists City Staff in making the tools a part of the day-to-day management of the project. The final components of the web strategy will be determined in consultation with the City and included in the public / stakeholder involvement plan. These tools and techniques could include:

- **Website.** A project website could convey general project information such as meeting dates, background information, and contact information. It will also provide a means for obtaining public input and serve as the main portal for videos, presentations, workshop information, and downloadable reports.
- **Facebook** ([www.facebook.com](http://www.facebook.com)) and **LinkedIn** ([www.linkedin.com](http://www.linkedin.com)). People who follow updates on social networking sites are more involved in the project's process and can also share information with their social networks. A project Facebook page and LinkedIn presence could consist of updates about the progress of the plan, exhibits, polling questions, videos, and comments. The community will have an open venue to discuss the project and share insights on its progress. The project team will be able to gauge the public's responses to various issues and address concerns promptly.
- **YouTube** ([www.youtube.com](http://www.youtube.com)). YouTube is a video sharing social networking site. If the City can produce the video content, the Kimley-Horn Team will be available to

deliver technical content so that the materials can be made available on youtube and the project website. These videos are anticipated to be one minute or less. Kimley-Horn will not perform video editing as part of this project.

- **SurveyMonkey** ([www.surveymonkey.com](http://www.surveymonkey.com)). SurveyMonkey provides the capability to invite participants to share their views through an online survey (or series of surveys) they can access whenever they choose. These surveys supplement meeting discussions because they allow input from people who either can't participate in the larger meeting sessions or choose not to. Surveys can also be used to secure follow-up input and feedback about the results of community meetings. They could be accessed through a link on a website (for input by the general public) or through a link in an email (when the survey is designed for a particular group, like the Advisory Committee). The Kimley-Horn Team may also use SurveyMonkey for online input on the issues for which keypad polling is used in the community charrette. The SurveyMonkey results could be presented as part of the memos on the open house and charrette.
- **mySidewalk** ([www.mysidewalk.com](http://www.mysidewalk.com)). mySidewalk (formerly MindMixer) provides an online platform for participant dialogue that supplements SurveyMonkey. With mySidewalk, participants can engage with a dialogue among themselves, as well as respond to information posted by the Kimley-Horn Team. Announcements of events and activities will also be shared through mySidewalk.
- **Twitter** ([www.twitter.com](http://www.twitter.com)) provides an avenue for brief, immediate communication. Each tweet is limited to 140 characters, so the message it contains must be succinct and engaging. Twitter is most useful for up-to-the-minute communication, such as messages to invite friends to join in an event that is underway or for quick feedback on a particular idea or concept.

## **Task 9 – Community Engagement Event #2 – Community Charrette (all-day session)**

*9.1 – Community Charrette Preparation* – The Kimley-Horn Team will plan the specific agenda, format and activities related to the community charrette, prepare background presentations and meeting exhibits, and prepare the tools to be used during the charrette, including the Community VIZ software for analyzing scenarios, keypad polling, visual image preferences and interactive small group exercises. All materials and activities will be closely coordinated with City Staff prior to public presentation.

*9.2 – Community Charrette – Alternative Future Scenarios* - A community charrette will be scheduled at a key point during the planning process. The meeting will be advertised on the City / project website, through email messaging and social media, and other available City channels, such as flyers at public buildings, inserts in utility bills, and messaging through Councilmember blogs. The City would also be responsible for securing a venue for the event and the Kimley-Horn Team would be responsible for all meeting content. Outreach, invitations and announcements about the charrette will be distributed according to the roles defined in the public involvement plan. Participation by ISD students may be incorporated in this session.

The summit will secure stakeholder ideas that will ultimately shape the Plan's vision for McKinney. The participants will be engaged in the planning process through a number of techniques, including utilizing chips or stickers to allocate development types to areas of the City, colored markers to discuss future development densities, image boards to examine future building types and urban design characteristics, and keypad polling to determine preferences on a range of concepts.

A total of three scenarios will be developed as a means of gauging the benefits and / or impacts of each scenario. The study area includes the entire City, but the Community VIZ software used for analyzing scenarios will be focused on areas identified in the “State of the City” as strategic opportunity areas. The three scenarios will include the following:

- Current Trend - This scenario will be developed early in the process to measure the current trend of development and growth
- Scenario A - Alternative growth scenario developed during the community charrette
- Scenario B - Alternative growth scenario developed during the community charrette

As a way of measuring the consequences of each scenario, the Team will develop a series of indicators so that each alternative can be qualified. The results will then be compared and the best elements from each alternative will be incorporated into the final city-wide scenario.

*9.3 – Charrette Results* – Results from the community charrette will be documented in presentation materials and incorporated into web-based applications that will allow the public to weigh-in on the future vision for McKinney. The results materials will include:

- Presentations summarizing key summit conclusions
- Results of the keypad polling conducted during the summit
- Alternative Future Scenarios as described above with broad brush implications and reactions from summit participants
- Draft statements of Vision and overall Guiding Principles that will inform the overall Comprehensive Plan and its detailed elements

*9.4 – Joint AC, P&Z, and City Council Workshop #2* – At the conclusion of the Phase III – Community-Wide Vision, the Kimley-Horn team will brief a joint session of the AC, the Planning & Zoning Commission, and City Council on key findings of the Phase III Visioning, recommended next steps in the planning process, and receive input for incorporation into the Draft Vision Framework to be developed in Phase IV.

## **PHASE IV – VISION FRAMEWORK (MONTHS SEVEN THROUGH TEN)**

### **Task 10 – Draft Comprehensive Plan Components**

The Kimley-Horn team intends to work with the City to develop a comprehensive document that includes each of the following elements; but will present them in such a manner where the results of each component is presented in an integrated fashion. The City may wish to consider each of these components in the context of ‘assets’ of the City of McKinney and ‘services’ that they provide the community. The Kimley-Horn Team will prepare a draft plan outline and draft individual sections for Advisory Committee input and staff review and comments.

*10.1 – Land Use Strategy* – The Kimley-Horn Team will develop the Land Use Strategy to align with the preferred vision scenario as identified in the community charrette. The team will develop a Future Land Use Plan, document any changes or additions to land use categories to accommodate the vision, update the anticipated population growth and capacity, and develop land use policies. The Kimley-Horn Team will also coordinate closely with priorities of the Parks Master Plan and their relationships to the updated Comprehensive Plan.

*10.2 – Development Strategy Update* – McKinney’s recent experience with rapid growth indicates a need to carefully consider:

- The best use of the remaining undeveloped land
- Appropriate locations for various types, densities, and patterns of development
- Adequate public facilities (water and wastewater service, public safety facilities, schools, libraries, parks) to ensure that they are made available in advance of, or in conjunction with, new construction.

The Kimley-Horn Team will build upon McKinney’s development strategies and identify new policies and implementation steps aimed at further protecting the health, safety, welfare, and quality of life for existing and future residents and businesses.

*10.3 – Economic and Fiscal Strategy* – The Economic Strategy will focus on the range of policies and actions that serve to strengthen the community’s business and visitor climate. It will assess all aspects of the community that serve to advance or deter the City’s economic development objectives, and speak to both greenfield conditions and redevelopment. Strategies will address opportunities related to non-residential land uses, such as retail, office, industrial, hotel/lodging, and entertainment. Housing will also be addressed within this component since the future housing mix needs to be consistent with the jobs base.

The Kimley-Horn Team will also identify up to 4 potential catalyst areas within the community. For each one, we will prepare a set of development program recommendations including mix of land uses, market niche, physical context, and other critical factors. The description of each will lay a foundation for detailed review and analysis of subsequent sub-area plans, which will ultimately serve as future amendments to the Comprehensive Plan. The team will quantify the economic feasibility of potential development programs (based on market conclusions determined earlier in the planning process) through the preparation of development proformas designed to identify potential economic gaps and the impact of various municipal incentives. Each strategic investment area will be assigned a priority ranking ranging from highest to lowest.

#### *10.4 – Aviation Element*

The Aviation element will address how the City will address land use compatibility challenges associated with the airport along with identifying opportunities to leverage the airport into an economic development engine for the City. In addition, Kimley-Horn will consider access opportunities, goods movement, and evaluate impact of noise levels in the vicinity of the airport as they relate to economic development opportunities for the City.

*10.5 – Town Center Coordination*– The Kimley-Horn team will conduct a specific evaluation of the Town Center to reaffirm and fully integrate the Vision for this area (as described in the Town Center Study Phase I Report) into the Comprehensive Plan. The purpose of this task is to ensure that the vision for the Town Center is aligned with the Comprehensive Plan vision so that it can be incorporated into the plan components and implementation strategies.

*10.6 – Infrastructure and Public Services Strategy* – The Kimley-Horn team will evaluate how infrastructure master plans (Water, Wastewater, Drainage) and Public Services

elements (police, fire, library, etc.) for the City impact the future development patterns, density, and other elements of the City. The intent of this section is not to re-state those plans; but instead consider how these plans interact and influence with the goals and objectives of the City.

*10.7 – Mobility Strategy* - The Transportation component will build upon the previous Comprehensive Plan and will add detail related to the specific transportation elements such as thoroughfare planning, multi-modal street design, transit and bicycle integration. The Kimley-Horn team will refine existing policies and determine new guiding principles through public involvement to help guide the transportation plan through the Comprehensive Planning Update. The Team will determine transportation conditions that have occurred since the previous 2004 Comprehensive Plan.

#### *Travel Demand Modeling*

The Kimley-Horn team will utilize TransCAD to develop a travel demand model (TDM) to reflect the network configurations and demographic datasets required to model the existing transportation system. The Kimley-Horn team will be refining the NCTCOG model. Kimley-Horn will not be building a new TransCAD model.

#### *Traffic Survey Zones Development*

Kimley-Horn will review and modify the existing traffic survey zones from the current NCTCOG travel demand model. The traffic survey zones will be agreed upon prior to modeling work. Any change to the traffic survey zones after modeling would result in additional services.

#### *Develop Existing and Build Out Demographics*

The existing demographics will be developed from Collin Central Appraisal District Data and/or NCTCOG existing demographic data. Build out demographic datasets will be used from the Task 9.2 project broken into the agreed upon traffic survey zones.

#### *Develop Existing and Build out Network*

Kimley-Horn will update the roadway network to reflect the existing roadway network. Kimley-Horn will update the build out network to reflect the proposed MTP.

#### *Existing Volume Comparisons Model / Calibration*

Since the NCTCOG travel demand model will be used, calibration is anticipated to be minor. The travel demand model will be refined using the existing traffic counts provided by the City. Kimley-Horn will compare the network by functional class and up to 6 screen lines throughout the City according to the FHWA modeling methodology. The focus will be roadways that are built to their ultimate classification to ensure consistent coding in the build out model. The existing conditions model will be presented to the City. Kimley-Horn will respond to up to three (3) rounds of City comments pertaining to the existing model volume refinement.

#### *Travel Forecast Modeling*

Kimley-Horn will complete model runs for the Build Out model with the MTP future road network. Kimley-Horn will meet with the City to review these model runs. Based upon this review, the City will make adjustments to future roadway network and consider up to two other model options.

This probable future network will be used to test future roadway network options. Up to three (3) different demographics are anticipated to be used to test the base roadway networks at indicated in Task 9.2. Up to ten model runs will be used to test various roadway scenarios. The actual model runs will be agreed to prior to model analysis.

#### *Analysis of Model Results*

Analyze the final land use scenario for vehicle capacity failures and locations where excess capacity may exist. The primary objective of this modeling effort is to determine the impacts of the projected build-out demographics on the existing and proposed street system.

#### *Thoroughfare Plan Update*

Based on the modeling results, the Kimley-Horn Team will delineate the Thoroughfare Plan with desired changes including:

- Coordinating with public works on the TranCAD modeling
- Evaluate Collin County's mobility plan projects within, adjacent to, and connecting to McKinney
- Conduct a planning level feasibility evaluation of the City's MTP
- Assist the City in developing a policy associated with the implementation of a Collector Plan (which is anticipated to be a policy statement associated with new development as opposed to a determination of future alignments)
- Incorporate potential changes to street typologies
- Coordinate with appropriate City staff to incorporate any modifications to the thoroughfare plan
- Comments and changes made to new alignments, modifications to existing alignments and other planned roadway alternatives as describes by the City's Engineering Staff.

The Team will identify potential multi-modal street corridors that follow context-sensitive design to integrate multiple modes. Existing transit policies in McKinney will be reviewed and possible internal and regional transit connections based on the future land use plan will be recommended.

#### *10.8 - Park Master Plan Coordination Meeting*

The Kimley-Horn Team will also prepare for and attend one (1) meeting with City Staff from the Development Services Division and the Parks, Recreation, and Open Space Department to coordinate its recommendations with the City's Park Master Plan and ensure thoroughfare plan integration and connectivity. Recommendations may extend beyond the on-street bicycle facilities, and hike and bike trails identified in that Plan.

*10.9 – Public Health and Safety Strategy* – The Public Health and Safety Strategy will address issues including proper land use, active living (integrating physical activity into daily life), active transportation (using human-powered methods of transport, typically bicycling and walking), and, if desired, assuring the availability of adequate health services. This strategy will also address public safety issues related to appropriate lighting to support safe urban environments, design methodologies that support “eyes on the street” to encourage community-wide policing of safe environments, and land planning and development techniques that promote fire prevention and ensure adequate fire protection. Working with staff, the Kimley-Horn Team will identify existing programs that

contribute to a healthy community and recommend policies, plans and action items that could be implemented to improve the health and well-being of McKinney's citizens.

*10.10 – Education Strategy*–The Kimley-Horn Team will address issues including education that will relate to the land use plan, in particular how the plan impacts the six (6) school districts that encompass the City of McKinney. Analysis of the population and demographic impacts on the individual school districts based upon the preferred land use plan will be evaluated.

### **Task 11 – Community Engagement Event #3 – Community Open Houses**

*11.1 – Community Open Houses (two (2) meetings) – Comprehensive Plan Elements* – The Kimley-Horn Team will facilitate community open houses within the various parts of McKinney to present and receive feedback related to the Comprehensive Plan components. Taking the process to the community in this way will broaden community participation and confirm the consistency of each component with the vision developed by the stakeholders in the community-wide charrette. Outreach, invitations and announcements about the charrette will be distributed according to the roles defined in the public involvement plan. The City would be responsible for identifying and securing a venue for the open house events.

The Kimley-Horn Team will be responsible for all meeting content and will facilitate and manage the sessions. The meetings will be conducted in an open house format to obtain the maximum amount of input from participants. They will key recommendations of each Comprehensive Plan element. Information will be gathered through interactive small group discussions, written comment forms, map “stations”, and general workshop discussion. To further facilitate the discussion, the Kimley-Horn Team will develop, execute, and analyze the results of electronic keypad polling sessions that will be conducted to gauge community support for the recommendations of each Comprehensive Plan component.

*11.2 – Open House Results* – Results from the Community Open Houses will be documented in presentation materials and incorporated into web-based applications in a manner that will allow interested individuals to weigh-in on the future vision for McKinney. The results materials will include:

- Feedback from specific questions asked at each station related to the specific Comprehensive Plan components
- Results of keypad polling conducted during the open house
- Overall conclusions drawn from the open house discussions related to next steps

*11.3 – Joint AC, P&Z, and City Council Workshop #3* – At the conclusion of the Phase IV – Vision Framework, the Kimley-Horn team will brief a joint session of the AC, the Planning & Zoning Commission, and City Council on draft comprehensive plan recommendations and feedback received from the community. This workshop will also include discussion and direction about implementation priorities.

### **Task 12 – Preferred Comprehensive Plan Components**

*12.1 – Preferred Plan Components* – Based on feedback from the Community Open House and final direction received from the Joint P&Z / City Council Workshop #3, the Kimley-Horn Team will prepare final Comprehensive Plan components that reflect the consensus of the community input for AC review and comment. These components, together with



comments received from the AC, will guide the development of implementation strategies.

## **PHASE V – IMPLEMENTATION (MONTHS ELEVEN THROUGH TWELVE)**

### **Task 13 – Implementation**

*13.1 – Implementation Strategies* –Based on feedback from the draft comprehensive plan elements and final direction received from the Joint Workshop #3, the Kimley-Horn Team will prepare a matrix that identifies specific short-, medium-, and long-term implementation actions and strategies, responsible parties, supporting parties, timeframes, and potential funding sources for the goals associated with each Vision Plan element, along with recommendations related to additional studies that should be undertaken by the City. Comprehensive Plan goals will be prioritized relative to local resources (time, money, manpower) and desired outcomes. Certain actions will need to be put in motion early since they take longer to come to fruition (i.e., legislative reform). In addition, certain goals may need to be advanced during a specific timeframe in order to avoid missing a market opportunity. Finally, the goals will need to be flexible enough to respond to certain strategic initiatives that might present themselves (i.e., private investment in a catalyst area).

*13.2 – Comprehensive Plan Amendment Process* – The Kimley-Horn team will develop a suggested methodology and approach for the City to utilize for future minor amendments to the Comprehensive Plan document.

*13.3 – Joint CPAC, P&Z, and City Council Workshop #4* – At the conclusion of the Phase IV – Draft Vision Framework, the Kimley-Horn Team will brief a joint session of the AC, the McKinney Planning & Zoning Commission, and City Council on the key findings of Phase IV, recommend next steps in the planning process, and receive input for incorporation into the Final Vision and Report to be developed in Phase V.

*13.4 – Comprehensive Plan Documentation* - The Kimley-Horn Team will create a Final Plan document incorporating staff and Advisory Committee input. The plan will be prepared utilizing Adobe InDesign and an interactive web version, GIS shape files, InDesign, and pdf files will be provided to the City as final deliverables, per city specs and subject to staff review and approval. Kimley-Horn will provide the resulting files to the City upon completion of the project.

## **PHASE VI – ADOPTION (MONTHS THIRTEEN THROUGH FOURTEEN)**

### **Task 14 - Comprehensive Plan Adoption**

*14.1 – AC Review & Recommendation (one meeting)* – The Kimley-Horn Team will present the updated Comprehensive Plan to the AC for their comment and formal Recommendation. The Kimley-Horn Team will incorporate any additional Committee comments into the final Comprehensive Plan prior to presentation to the Planning & Zoning Commission.

*14.2– Planning & Zoning Commission Recommendation (up to two (2) meetings)* – The Kimley-Horn Team will present the Comprehensive Plan elements to the McKinney Planning & Zoning Commission in a public hearing for community and Commission comment. If necessary, the team will incorporate Commission recommendations into the Comprehensive Plan document and present the revised Plan in a second public hearing for subsequent recommendation for adoption. The Kimley-Horn Team will incorporate any

additional Commission comments into the final Comprehensive Plan prior to presentation to the City Council.

*14.3– City Council Adoption (up to two (2) meetings)* – The Kimley-Horn Team will present the Final Comprehensive Vision Plan to the McKinney City Council at a public hearing and in a second meeting for adoption. Any subsequent changes by the McKinney City Council will be incorporated into the Final Comprehensive Plan document.