



# DOCUMENT CONTROL

Please attach this form to original documents to obtain signatures.

FROM: LL for Mark Doty DEPT: Planning

EXT: DATE: 3/16/2020

NAME OF DOCUMENT: Reinvestment Zone No. 1 - McKinney Knittery - 380 Agreement for 117 W Louisiana - Storefront Restoration Project

TYPE OF DOCUMENT: (check one)

- Contract/Agreement  
 Contract Amendment  
 Change Order  
 Lien/Lien Release

Start Date:

- Grant  
 Administrative Order  
 Easement

End Date:

- Facility Agreement  
 Other \_\_\_\_\_

Number of Documents Attached ( <u>minimum of 2 ORIGINALS required for all contracts</u> )	1
Date and Amount Approved by City Council ( <i>if applicable</i> )	1/21/2020 - TIRZ 1
Agenda # ( <i>if applicable</i> )	Agenda # 20-0087
Project Name and Project Number ( <i>required for all AI, CO, DR, FA, FC, FI, GR, LI, PK, ST, TR, WA, WW projects</i> )	117 W Louisiana Agreement - Storefront Restoration
Account No. ( <i>if applicable</i> )	
Contract/Grant Value ( <i>if applicable</i> )	\$25,000

## ROUTING

Please sign the attached documents, initial, and date form then forward to the next person checked for signature (must be routed in the order shown below):

Check box for required signatures		INITIALS	DATE
<input checked="" type="checkbox"/>	Executive Director or Director ( <i>Required for all documents</i> )		4/13/2020
<input type="checkbox"/>	Purchasing Manager ( <i>Required if goods or services are purchased</i> )		
<input checked="" type="checkbox"/>	CFO/Finance Director ( <i>Required for all revenue and expenses</i> )		4/13/2020
<input type="checkbox"/>	IT Director ( <i>Required if IT related</i> )		
<input type="checkbox"/>	Grant Administrator ( <i>Required for ALL grant related documents</i> )		
<b>SUBMIT TO CITY ADMINISTRATION FOR THE FOLLOWING SIGNATURES</b>			
<input checked="" type="checkbox"/>	City Attorney <input checked="" type="checkbox"/> Review <input checked="" type="checkbox"/> Sign		4/13/2020
<input type="checkbox"/>	Mayor/Reinvestment Zone #1 Chairman		4/27/2020
<input checked="" type="checkbox"/>	City Manager / Assistant City Manager ( <i>Required for all contracts</i> )		4/21/2020
<input type="checkbox"/>	Notary		
<input checked="" type="checkbox"/>	City Secretary		4/28/2020

RETURN ALL COPIES BY (date)

ASAP

RETURN ALL COPIES TO

Initiator will get a signed copy back automatically

A final copy is auto sent to records and will be uploaded into Laserfiche



# DOCUMENT CONTROL

Please attach this form to original documents to obtain signatures.

**FROM:** Mark Doty    **DEPT:** Planning    **EXT:** 3498    **DATE:** 3/16/2020  
 Reinvestment Zone Number One – McKinney Knittery - 380 Agreement  
**NAME OF DOCUMENT:** for 117 W Louisiana – Storefront Restoration Project

**TYPE OF DOCUMENT: (check one)**

- |  |   |   |
|--|---|---|
| <input checked="" type="checkbox"/> Contract/Agreement | <b>Start Date:</b> 1/21/2020                  | <b>End Date:</b> 9/30/2020                  |
| <input type="checkbox"/> Contract Amendment            | <input type="checkbox"/> Grant                | <input type="checkbox"/> Facility Agreement |
| <input type="checkbox"/> Change Order                  | <input type="checkbox"/> Administrative Order | <input type="checkbox"/> Other _____        |
| <input type="checkbox"/> Lien/Lien Release             | <input type="checkbox"/> Easement             | <input type="checkbox"/> Grant              |

<b>Number of Documents Attached (<i>minimum of 2 ORIGINALS required for all contracts</i>)</b>	1
<b>Date and Amount Approved by City Council (<i>if applicable</i>)</b>	1/21/2020 – TIRZ 1
<b>Agenda # (<i>if applicable</i>)</b>	20-0087
<b>Project Name and Project Number (<i>required for all AI, CO, DR, FA, FC, FI, GR, LI, PK, ST, TR, WA, WW projects</i>)</b>	117 W Louisiana TIRZ Agreement – Storefront Restoration
<b>Account No. (<i>if applicable</i>)</b>	
<b>Contract/Grant Value (<i>if applicable</i>)</b>	\$25,000

## ROUTING

Please sign the attached documents, initial, and date form then forward to the next person checked for signature (must be routed in the order shown below):

<b>Check box for required signatures</b>	<b>INITIALS</b>	<b>DATE</b>
<input checked="" type="checkbox"/> <del>Executive Director</del> or Director ( <i>Required for all documents</i> )		
<input type="checkbox"/> Purchasing Manager ( <i>Required if goods or services are purchased</i> )		
<input checked="" type="checkbox"/> CFO/Finance Director ( <i>Required for all revenue and expenses</i> )		
<input type="checkbox"/> IT Director ( <i>Required if IT related</i> )		
<input type="checkbox"/> Grant Administrator ( <i>Required for ALL grant related documents</i> )		
<b>SUBMIT TO CITY ADMINISTRATION FOR THE FOLLOWING SIGNATURES</b>		
<input checked="" type="checkbox"/> City Attorney <input type="checkbox"/> Review <input checked="" type="checkbox"/> Sign		
<input checked="" type="checkbox"/> Mayor / Reinvestment Zone #1 Chairman		
<input checked="" type="checkbox"/> City Manager / Assistant City Manager ( <i>Required for all contracts</i> )		
<input type="checkbox"/> Notary		
<input checked="" type="checkbox"/> City Secretary		

RETURN ALL COPIES BY (date) 3/27/2020

RETURN ALL COPIES TO Mark Doty

Send original document (with all required signatures) and this completed form to the City Secretary. Date received by City Secretary: \_\_\_\_\_

**REINVESTMENT ZONE NUMBER ONE, CITY OF MCKINNEY  
AND  
MCKINNEY KNITTERY LLC  
CHAPTER 380 ECONOMIC DEVELOPMENT AND PROJECT PLAN  
IMPLEMENTATION AGREEMENT FOR THE 117 W. LOUISIANA STREET –  
MCKINNEY KNITTERY STOREFRONT RESTORATION PROJECT**

**WHEREAS, *MCKINNEY KNITTERY LLC***, a Texas limited liability company (hereinafter “Applicant”), is entering into this Chapter 380 Economic Development and Project Plan Implementation Agreement for Storefront Restoration Improvements (this “Agreement”) pursuant to a program initiated by ***REINVESTMENT ZONE NUMBER ONE, CITY OF MCKINNEY*** (hereinafter “TIRZ”) pursuant to Section 311.010(h) of the Texas Tax Code and Chapter 380 of the Texas Local Government Code, for the primary purpose of renovating and improving a historic building situated at 117 W. Louisiana Street, McKinney, Texas (“Structure”), and which project is known as the ***117 W. LOUISIANA STREET – MCKINNEY KNITTERY STOREFRONT RESTORATION PROJECT*** (the “Project”) located wholly within Reinvestment Zone Number One in the “Town Center” area of the TIRZ of McKinney, Texas; and

**WHEREAS,** the TIRZ has agreed to an economic development grant to the Applicant based on the timely satisfaction of the conditions and upon the timely completion of the Project, including but not limited to repairing, pat least partially restoring and improving the front facade or storefront of the Structure; and

**WHEREAS,** the TIRZ has the authority under Section 311.010(h) and Chapter 380 of the Texas Local Government Code to make loans or grants of TIRZ funds for the purposes of promoting local economic development and stimulating business and commercial activity within the TIRZ; and

**WHEREAS,** the TIRZ has established the Project as an eligible project under the TIRZ Project Plan as required by law and determines that a conditional grant to the Applicant of its funds will serve the public purpose of promoting local economic development and enhancing business and commercial activity in the TIRZ and the City of McKinney, Texas; and

**WHEREAS,** the TIRZ has concluded and hereby finds that this Agreement clearly promotes economic development in the TIRZ and, as such, meets the requisites under Section 311.101(h) and Chapter 380 of the Texas Local Government Code and further, is in the best interests of the TIRZ, the Applicant, and the City of McKinney, Texas; and

**WHEREAS**, the City Council has considered and approved this Agreement pursuant to applicable law.

**NOW, THEREFORE**, for and in consideration of the agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, TIRZ and the Applicant, agree as follows:

## **SECTION 1. TERM**

This Agreement shall be effective from the Effective Date until September 30, 2020, unless terminated sooner under the provisions herein.

## **SECTION 2. DEFINITIONS**

The following words shall have the following meanings when used in this Agreement.

- a. Agreement. The word "Agreement" means this Chapter 380 Economic Development and Project Plan Implementation Agreement, together with all exhibits, schedules, and amendments attached to this Agreement from time to time, if any.
- b. Applicant. The word "Applicant" means McKinney Knittery LLC, a Texas limited liability company, including its assigns and successors-in-interest. For purposes of this Agreement, McKinney Knittery LLC's address is 107 W. Louisiana Street, McKinney, TX 75069.
- c. Grant. The word "Grant" means a payment to the Applicant under the terms of this Agreement of an amount not to exceed Twenty-Five Thousand and No/100 Dollars (\$25,000) in eligible Project costs.
- d. Grant Submittal Package. The words "Grant Submittal Package" mean the documentation required to be supplied to TIRZ as a condition of receipt of any Grant.
- e. Project. The word "Project" means certain renovations to the historic building located generally at 117 W. Louisiana Street, McKinney, Texas, 75069. The specific renovations eligible for Project reimbursement shall include, and are limited to, restoration efforts for the storefront and building façade of the Structure. Approved expenditures for the Project are referred to as the "Eligible Costs".
- f. TIRZ. The letters "TIRZ" means Reinvestment Zone Number One, City of McKinney. For purposes of this Agreement, TIRZ's address is 222 N. Tennessee, McKinney, Texas 75069.

### **SECTION 3. GRANT FUNDING OBLIGATION OF TIRZ**

During the term of this Agreement, TIRZ shall fund a one-time grant in an amount not to exceed **Twenty-Five Thousand and No/100 Dollars (\$25,000.00)** for Eligible Costs, which shall be payable upon the satisfaction of the express terms and conditions described in Section 4 below. Subject to the Applicant's complete and continuous satisfaction of the Section 4 conditions, TIRZ agrees to process the Grant within thirty (30) days after receipt of the Applicant's complete and correct Grant Submittal Package. Notwithstanding the foregoing, the Grant shall not be funded until: (1) the Applicant satisfies all applicable obligations in Section 4 and (2) the TIRZ has sufficient funds in the TIRZ Fund to satisfy the entire Grant.

### **SECTION 4. OBLIGATIONS OF APPLICANT**

While this Agreement is in effect, the Applicant shall comply with the following terms and conditions to be eligible for any Grant; as such conditions are described or may apply:

- a. The Applicant shall (1) fund and complete the Project on or before September 30, 2020, and (2) satisfy the requisites for, and receive upon final inspection, if at all, a "green tag" for the Project at the historic building at 117 W. Louisiana Street, on or before that date;
- b. The Applicant shall submit a Grant Submittal Package to the TIRZ staff consisting of: (1) the issued building permit(s), final certificate of occupancy, a Bills Paid Affidavit in the form of attached **Exhibit "A,"** and "as built" plans for any and all Project work shown on **Exhibit "B,"** both of which are attached hereto, and (2) all cost and payment documentation of the Applicant and its general contractor for the Eligible Costs. The TIRZ staff, or its designee, shall verify that the expenditures were made in such amounts prior to any Grant disbursement.
- c. The Applicant shall be in compliance with all applicable City of McKinney codes, state and federal laws, and local ordinances applicable to the Project.

### **SECTION 5. EVENTS OF DEFAULT.**

Each of the following shall constitute an event of default under this Agreement:

- a. TIRZ's failure to process any Grant payment to the Applicant in accordance with Section 3 of this Agreement.
- b. The Applicant's violation or failure to perform any of the covenants contained in Section 4 hereinabove.

## SECTION 6. EFFECT OF AN EVENT OF DEFAULT

In the event of default under Section 5, the non-defaulting party shall give written notice to the other party of any default, and the defaulting party shall have thirty (30) days to cure said default. Should said default remain uncured and the non-defaulting party is not otherwise in default, the non-defaulting party shall have the right to immediately terminate this Agreement.

As long as it shall not be in default, the Applicant shall further have the power to enforce specific performance to collect amounts owing upon TIRZ's default without terminating this Agreement. No action shall lie for punitive damages, and no special or consequential damages shall be recovered by either party. LD Design shall be entitled to receive from TIRZ any Grants due the Applicant through the date of termination.

If McKinney exercises its rights to terminate the Agreement, the Applicant shall not be entitled to any Grant payments hereunder.

## SECTION 7. MISCELLANEOUS PROVISIONS

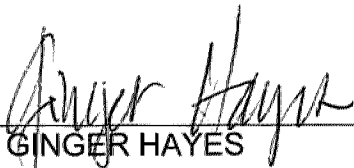
The following miscellaneous provisions are a part of this Agreement:

- a. **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by all of the parties hereto.
- 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 Collin County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Collin County, Texas.
- c. **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. TIRZ warrants and represents that the individual executing this Agreement on behalf of TIRZ has full authority to execute this Agreement and bind TIRZ to the same. The Applicant warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.
- d. **No Waiver of Sovereign Immunity.** No party hereto waives any statutory or common law right to sovereign immunity by virtue of its execution hereof.

- e. **Execution of Agreement.** The TIRZ has authorized its Chairman to execute this Agreement on behalf of TIRZ.
- f. **Severability.** In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.
- g. **Notices.** All notices required to be given under this Agreement shall be given in writing and shall be effective when actually delivered or when deposited in the United States mail, first class, postage prepaid, addressed to the party to whom the notice is to be given at the addresses shown above in Section 2. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, each party agrees to keep the other informed at all times of its current address.
- h. **Effective Date.** The effective date (the "Effective Date") of this Agreement shall be the date of the later to execute this Agreement by the Applicant and TIRZ.
- i. **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.

**MCKINNEY KNITTERY LLC,**  
a Texas limited liability company,

**By:**  
**Name:**  
**Title:**  
**Date:**

  
\_\_\_\_\_  
GINGER HAYES  
Owner  
2-25-2020  
\_\_\_\_\_

*[Signatures continued on following page.]*

**REINVESTMENT ZONE NUMBER ONE, CITY OF MCKINNEY**

**By:**  
**Name:**  
**Title:**  
**Date:**

DocuSigned by:  
*Scott Elliott*  
SCOTT ELLIOTT  
Chairman  
4/27/2020

**ATTEST:**

DocuSigned by:  
*Empress Drane*  
EMPRESS DRANE  
TIRZ Secretary

**APPROVED AS TO FORM:**

DocuSigned by:  
*Mark Houser*  
MARK S. HOUSER  
Attorney for Reinvestment Zone Number One,  
City of McKinney

**OWNER CONSENT**

**WWWT, LLC** ("Owner") owns the property and Structure, defined hereinabove, that is situated at 117 W. Louisiana in McKinney, Texas. By the signature of Owner's authorized representative affixed hereto, Owner hereby agrees with and consents to the performance of the Project, defined hereinabove, on the Structure.

**WWWT, LLC**, a Texas limited liability company

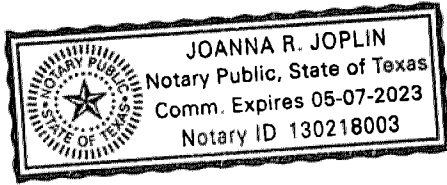
By: *[Signature]*  
Name: *RICHARD RUSCHHAUER*  
Title: *General Partner*



STATE OF TEXAS §

COUNTY OF COLLIN §

SUBSCRIBED AND SWORN TO before me on this 28<sup>th</sup> day of February, 2020, by RICHARD EISENHaupt, in his/her capacity as General Partner of **WWWT, LLC**, a Texas limited liability company, known to me to be the person whose signature is subscribed to the foregoing instrument, and acknowledged to me that he/she consented to the foregoing instrument and the performance of the referenced Project on behalf of and as the act of **WWWT, LLC**.



*[Handwritten Signature]*  
Notary Public, State of Texas

PREPARED IN THE OFFICES OF:  
BROWN & HOFMEISTER, L.L.P.  
740 E. Campbell Road, Suite 800  
Richardson, Texas 75081  
214/747-6100  
214/747-6111 Fax

## Certificate of Completion

Envelope Id: 1326290F5D3643B08CECDA9C3E9ABC21  
Subject: Please DocuSign: TIRZ Agreement - 117 W. Louisiana - McKinney Knittery  
Source Envelope:  
Document Pages: 9  
Certificate Pages: 6  
AutoNav: Enabled  
Enveloped Stamping: Enabled  
Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed

Envelope Originator:  
Lisa Littrell  
222 N Tennessee St  
McKinney, TX 75069  
llittrell@mckinneytexas.org  
IP Address: 174.246.131.101

## Record Tracking

Status: Original  
4/13/2020 2:42:59 PM  
Security Appliance Status: Connected  
Storage Appliance Status: Connected

Holder: Lisa Littrell  
llittrell@mckinneytexas.org  
Pool: StateLocal  
Pool: City of McKinney

Location: DocuSign

Location: DocuSign

## Signer Events

Lisa Littrell  
llittrell@mckinneytexas.org  
Procurement Services Manager  
City of McKinney  
Security Level: Email, Account Authentication (None)

## Signature

### Completed

Using IP Address: 174.246.131.101

## Timestamp

Sent: 4/13/2020 3:03:02 PM  
Viewed: 4/13/2020 3:03:18 PM  
Signed: 4/13/2020 3:07:59 PM

## Electronic Record and Signature Disclosure:

Accepted: 4/8/2020 5:26:11 PM  
ID: 2b03b77f-0d65-44bf-be55-bced63fcec52

Jennifer Arnold  
jarnold@mckinneytexas.org  
Security Level: Email, Account Authentication (None)



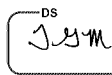
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Using IP Address: 47.184.158.143

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Signed: 4/13/2020 3:13:31 PM

## Electronic Record and Signature Disclosure:

Accepted: 4/13/2020 3:12:37 PM  
ID: 3a3dc980-2042-4c1e-a67b-98f794e1b426

Trudy G Mathis / Finance Director  
tmathis@mckinneytexas.org  
Security Level: Email, Account Authentication (None)



Signature Adoption: Pre-selected Style  
Using IP Address: 47.186.66.63

Sent: 4/13/2020 3:13:35 PM  
Viewed: 4/13/2020 4:19:20 PM  
Signed: 4/13/2020 4:19:50 PM

## Electronic Record and Signature Disclosure:

Accepted: 4/13/2020 4:19:20 PM  
ID: 720865e2-7af1-47b0-ab9c-fea5bf265a01

Mark Houser  
mhouser@bhlaw.net  
By Alan Lathrom, Assistant City ACity  
Signing Group: City Attorney  
Security Level: Email, Account Authentication (None)

DocuSigned by:  
Mark Houser  
17085939BB3846D...

Signature Adoption: Pre-selected Style  
Using IP Address: 69.152.127.130

Sent: 4/13/2020 4:19:54 PM  
Viewed: 4/13/2020 4:34:46 PM  
Signed: 4/13/2020 4:35:14 PM

## Electronic Record and Signature Disclosure:

**Signer Events**

Accepted: 4/13/2020 4:34:46 PM  
ID: b63f37a4-8cf0-4360-893b-bc1bedafb314

Paul G. Grimes  
pgrimes@mckinneytexas.org  
City Manager  
Security Level: Email, Account Authentication  
(None)

**Signature**



Signature Adoption: Pre-selected Style  
Using IP Address: 50.84.129.83

**Timestamp**

Sent: 4/13/2020 4:35:18 PM  
Resent: 4/15/2020 3:35:21 PM  
Resent: 4/20/2020 12:04:54 PM  
Viewed: 4/21/2020 9:30:07 AM  
Signed: 4/21/2020 9:30:20 AM

**Electronic Record and Signature Disclosure:**

Accepted: 4/21/2020 9:30:07 AM  
ID: b0566aad-73a8-466c-9f75-bd6a687de3a8

Scott Elliott  
sellott@mckinneytexas.org  
Security Level: Email, Account Authentication  
(None)



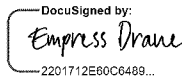
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Viewed: 4/21/2020 9:45:43 AM  
Signed: 4/27/2020 3:43:32 PM

**Electronic Record and Signature Disclosure:**

Accepted: 4/27/2020 3:43:07 PM  
ID: d5c84dcd-2582-47eb-a35c-d5da514f0c05

Empress Drane  
edrane@mckinneytexas.org  
Empress Drane  
Signing Group: City Secretary  
Security Level: Email, Account Authentication  
(None)



Signature Adoption: Pre-selected Style  
Using IP Address: 50.84.129.124

Sent: 4/27/2020 3:43:37 PM  
Resent: 4/28/2020 4:22:50 PM  
Viewed: 4/28/2020 4:46:50 PM  
Signed: 4/28/2020 4:47:12 PM

**Electronic Record and Signature Disclosure:**

Accepted: 3/25/2019 4:43:56 PM  
ID: d533e2e0-be21-45b6-837b-8136c151c2b5

**In Person Signer Events**

**Signature**

**Timestamp**

**Editor Delivery Events**

**Status**

**Timestamp**

**Agent Delivery Events**

**Status**

**Timestamp**

**Intermediary Delivery Events**

**Status**

**Timestamp**

**Certified Delivery Events**

**Status**

**Timestamp**

**Carbon Copy Events**

**Status**

**Timestamp**

Angela Europe  
aeurope@mckinneytexas.org  
Jessica Redding  
jredding@mckinneytexas.org  
Records & Information Analyst  
City of McKinney  
Signing Group: Record Management  
Security Level: Email, Account Authentication  
(None)

**COPIED**

Sent: 4/28/2020 4:47:16 PM  
Viewed: 4/29/2020 8:51:59 AM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

**Carbon Copy Events**

Mark Doty  
mdoty@mckinneytexas.org  
Security Level: Email, Account Authentication  
(None)

**Status**

**COPIED**

**Timestamp**

Sent: 4/28/2020 4:47:18 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**Witness Events**

**Signature**

**Timestamp**

**Notary Events**

**Signature**

**Timestamp**

**Envelope Summary Events**

**Status**

**Timestamps**

Envelope Sent  
Certified Delivered  
Signing Complete  
Completed

Hashed/Encrypted  
Security Checked  
Security Checked  
Security Checked

4/28/2020 4:47:18 PM  
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4/28/2020 4:47:18 PM  
4/28/2020 4:47:18 PM

**Payment Events**

**Status**

**Timestamps**

**Electronic Record and Signature Disclosure**

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, City of McKinney (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact City of McKinney:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [dbates@mckinneytexas.org](mailto:dbates@mckinneytexas.org)

**To advise City of McKinney of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [dbates@mckinneytexas.org](mailto:dbates@mckinneytexas.org) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

**To request paper copies from City of McKinney**

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**Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> <li>•Allow per session cookies</li> <li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li> </ul>

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

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