



CITY OF MCKINNEY, TEXAS

Agenda City Council Regular Meeting

Tuesday, August 18, 2015

6:00 PM

Council Chambers
222 N. Tennessee Street
McKinney, Texas 75069

CALL TO ORDER

INVOCATION AND PLEDGE OF ALLEGIANCE

Invocation given by Pastor Bo Thompson, Rhea's Mill Baptist Church

CITIZEN COMMENTS

CONSENT AGENDA

These items consist of non-controversial or housekeeping items required by law. Items may be considered individually by any Council member making such request prior to a motion and vote on the Consent Items.

MINUTES

15-772 [Minutes of the City Council Regular Meeting of August 3, 2015](#)

Attachments: [Minutes](#)

15-773 [Minutes of the City Council Budget Work Session of August 7, 2015](#)

Attachments: [Minutes](#)

15-748 [Minutes of the Community Grants Advisory Commission Meeting of June 11, 2015](#)

Attachments: [Minutes](#)

15-719 [Minutes of the McKinney Convention & Visitors Bureau Board Meeting of May 26, 2015](#)

Attachments: [Minutes](#)

15-720 [Amended Minutes of the McKinney Convention & Visitors](#)

Bureau Finance Committee Meeting of April 24, 2015**Attachments:** [Minutes](#)

- 15-721 Amended Minutes of the McKinney Convention & Visitors Bureau HR Committee Meeting of April 24, 2015

Attachments: [Minutes](#)

- 15-722 Minutes of the McKinney Convention & Visitors Bureau Marketing Committee Meeting of July 13, 2015

Attachments: [Minutes](#)

- 15-774 Minutes of the McKinney Housing Authority Meeting of June 23, 2015

Attachments: [Minutes](#)

- 15-775 Minutes of the McKinney Housing Authority Meeting of July 23, 2015

Attachments: [Minutes](#)

- 15-729 Minutes of the Planning and Zoning Commission Work Session of July 14, 2015

Attachments: [Minutes](#)

- 15-730 Minutes of the Planning and Zoning Commission Regular Meeting of July 14, 2015

Attachments: [Minutes](#)**ORDINANCES**

- 15-776 Consider/Discuss/Act on an Ordinance to Modify the Reduced Speed School Zone Times at Baker Elementary Within the Prosper ISD Area

Attachments: [Ordinance](#)
[Location Map](#)

RESOLUTIONS

- 15-777** [Consider/Discuss/Act on a Resolution Authorizing the Interim City Manager to Enter into an Interlocal Agreement with North Texas Municipal Water District \(NTMWD\) for the Reimbursement of Costs Pursuant to a Modification of a Texas Commission on Environmental Quality \(TCEQ\) Permit on a Certain 4.812 Acre Tract of Land Situated in the S. McFarland Survey, Abstract No. 558](#)

Attachments: [Resolution](#)
 [Location Map](#)
 [Interlocal Agreement](#)

- 15-778** [Consider/Discuss/Act on a Resolution Authorizing the Application for and Acceptance of, If Awarded, a Grant from the Collin County Adult Literacy Council by the McKinney Public Library System](#)

Attachments: [Resolution](#)
 [CCALC Grant Application](#)

- 15-779** [Consider/Discuss/Act on a Resolution Authorizing the Purchase of Hardware, Licenses, and Installation Services for Additional Citywide Security Camera Installations](#)

Attachments: [Resolution](#)

END OF CONSENT**REGULAR AGENDA AND PUBLIC HEARINGS**

This portion of the agenda consists of items requiring individual consideration by the Council.

- 15-780** [Conduct a Public Hearing to Consider/Discuss/Act on a Resolution Changing the Use of 2015 Community Development Block Grant \(CDBG\) Funds for Newsome Homes Redevelopment](#)

Attachments: [Project Budget](#)
[CDBG Budget](#)
[Resolution](#)
[CDBG Grant Agreement - Redline](#)

15-160Z4 [Conduct a Public Hearing to Consider/Discuss/Act on a Request to Rezone the Subject Property from "C" - Planned Center District, "PD" - Planned Development District and "CC" - Corridor Commercial Overlay District to "C2" - Local Commercial District and "CC" - Corridor Commercial Overlay District, Located on the Northeast Corner of Custer Road and U.S. Highway 380 \(University Drive\), and Accompanying Ordinance](#)

Attachments: [CC Minutes 08.03.15](#)
[PZ Minutes 07.28.15](#)
[PZ Minutes 07.14.15](#)
[PZ Report](#)
[Location Map and Aerial Exhibit](#)
[Letter of Intent](#)
[Comprehensive Plan Maps](#)
[Land Use and Tax Base Summary](#)
[Proposed Ordinance](#)
[Proposed Exhibits A-B](#)
[PowerPoint Presentation](#)

15-781 [Conduct First Public Hearing on Proposed Tax Rate for Fiscal Year 2015-16](#)

Attachments: [Presentation](#)

15-782 [Consider/Discuss/Act on Ordinance Calling for a November 3, 2015 Special Bond Election](#)

Attachments: [Ordinance - English](#)
[Ordinance- Spanish](#)

15-783 [Consider/Discuss/Act on a Resolution Authorizing a Contract with Collin County Elections Administration to Conduct the November 3, 2015 Special Bond Election and Authorizing an](#)

Election Agreement

Attachments: Resolution
Contract

- 15-784** Consider/Discuss/Act on a North Texas Municipal Water District Memorandum of Understanding Regarding Development of a Regional Capacity, Management, Operation, and Maintenance (CMOM) Program

Attachments: Memorandum of Understanding

- 15-785** Consider/Discuss/Act on an Ordinance to Approve Selected Names for Several Roadways in McKinney

Attachments: Ordinance
Location Map - Crump Garden Way
Location Map - McLarry Dr
Location Map - Parkview Connectors & Bridge
Location Map - Harry McKillop Blvd
CC Minutes 7-21-15

- 15-786** Consider/Discuss/Act on a Resolution Authorizing the Interim City Manager to Enter into a Lease Agreement with Dell Marketing for Computer Refresh Equipment and Accessories

Attachments: Resolution
Compiled Result
Dell Financial Services Best and Final Offer
Cost Savings
Specifications
Dell Proposal

- 15-787** Consider/Discuss/Act on Appointing Members to the Advisory Committee for the Comprehensive Plan Update

Attachments: Comprehensive Plan Advisory Committee

- 15-788** Consider/Discuss/Act on Forwarding Certain Amendments to the Bylaws of the McKinney Economic Development Corporation for Review and Consideration by its Board of Directors

Attachments: [MEDC - Bylaws - 5th Amendment - Redline](#)
[MEDC Bylaws - 5th Amendment](#)
[2013-10-156 R MEDC 4th Amended Bylaws](#)

15-789 [Consider/Discuss/Act on Forwarding Certain Amendments to the Bylaws of the McKinney Community Development Corporation for Review and Consideration by its Board of Directors](#)

Attachments: [MCDC 7th Amended Bylaws - Redline](#)
[MCDC 7th Amended Bylaws](#)
[2013-10-157 R MCDC 6th Amended Bylaws](#)

CITIZEN COMMENTS

COUNCIL AND MANAGER COMMENTS

Council and Manager Comments relating to items of public interest: Announcements regarding local or regional civic and charitable events, staff recognition, commendation of citizens, traffic issues, upcoming meetings, informational update on City projects, awards, acknowledgement of meeting attendees, birthdays, requests of the City Manager for items to be placed on upcoming agendas, and condolences.

EXECUTIVE SESSION

In Accordance with the Texas Government Code:

A. Section 551.071 (2). Consultation with City Attorney on any Work Session, Special or Regular Session agenda item requiring confidential, attorney/client advice necessitated by the deliberation or discussion of said items (as needed) and legal consultation on the following item(s), if any:

- Statutory, constitutional and Charter/ordinance requirements for establishing certain boards/commissions, including their City Council-delegated authorities and duties

B. Section 551.071 (A) Pending or contemplated litigation

- Custer Storage Center, LLC [2280 N. Custer Road]

C. Section 551.074. Personnel Matters

- City Manager Transition

D. Section 551.087. Deliberation Regarding Economic Development Matters

- Project A71 – Gateway

ACTION ON EXECUTIVE SESSION ITEMS**ADJOURN**

Posted in accordance with the Texas Government Code, Chapter 551, on the 13th day of August, 2015 at or before 5:00 p.m.

Sandy Hart, TRMC, MMC
City Secretary

Accommodations and modifications for people with disabilities are available upon request. Requests should be made as far in advance as possible, but no less than 48 hours prior to the meeting. Call 972-547-2694 or email contact-adacompliance@mckinneytexas.org with questions or for accommodations.

15-772



TITLE:

Minutes of the City Council Regular Meeting of August 3, 2015

SUPPORTING MATERIALS:

[Minutes](#)

CITY COUNCIL REGULAR MEETING

AUGUST 3, 2015

The City Council of the City of McKinney, Texas met in regular session in the Council Chambers of the Municipal Building on August 3, 2015 at 6:00 p.m.

Council Present: Mayor Brian Loughmiller, Mayor Pro Tem Travis Ussery, Council members: Chuck Branch, Don Day, Randy P. Pogue, Tracy Rath, and Rainey Rogers.

Staff Present: Interim City Manager Tom Muehlenbeck; Assistant City Manager Barry Shelton; City Attorney Mark Houser; City Secretary Sandy Hart; Interim Assistant to the City Manager Chandler Merritt; Interim Planning Director Brian Lockley; Chief Financial Officer Rodney Rhoades; Assistant Director of Development Services Rick Leisner; Executive Director of Development Services Michael Quint; Director of Engineering Mark Hines; Director of Public Works Chris Browning; Assistant Director of Public Works Paul Sparkman; McKinney Community Development Corporation President Cindy Schneible; Airport Executive Director Ken Wiegand; IT Service Desk Supervisor Amy Greer; Planning - Brandon Opiela, Jennifer Arnold, and Steven Doss; Police Officer Andrew LeFevre; Community Services Administrator Shirletta Best; and Assistant Airport Director Mark Jaraczewski.

There were approximately 40 guests present.

Mayor Loughmiller called the meeting to order at 6:00 p.m. after determining a quorum was present. Invocation was given by Senior Pastor Tommy Brumett, First United Methodist Church of McKinney. Boy Scout Troops 406 and 303 led the Pledge of Allegiance.

15-736 National Night Out Proclamation. Mayor Loughmiller read the August 4, 2015 National Night Out Proclamation.

Mayor Loughmiller called for Citizen Comments.

Ms. Laura Richardson, 1306 Sherman, McKinney spoke about keeping the Mounted Patrol.

Mayor Loughmiller recessed the meeting into executive session at 6:10 p.m. per Texas Government Code Section 551.071 (2) Consultation with City Attorney on any Work Session, Special or Regular Session agenda item requiring confidential,

attorney/client advice necessitated by the deliberation or discussion of said items (as needed), Section 551.074 Personnel Matters, and Section 551.087 Discuss Economic Development Matter as listed on the posted agenda. Mayor Loughmiller recessed to the open session at 6:27 p.m.

Council unanimously approved the motion by Mayor Pro Tem Ussery, seconded by Council member Pogue, to approve the following consent items:

- 15-737** Minutes of the City Council Work Session of July 20, 2015
- 15-738** Minutes of the City Council Regular Meeting of July 21, 2015
- 15-739** Minutes of the City Council Work Session of July 27, 2015
- 15-656** Minutes of the Board of Adjustment Special Meeting of May 6, 2015
- 15-660** Minutes of the Library Advisory Board Meeting of May 21, 2015
- 15-652** Minutes of the McKinney Airport Development Corporation Meeting of May 21, 2015
- 15-635** Minutes of the McKinney Arts Commission Meeting of April 16, 2015
- 15-703** Minutes of the McKinney Community Development Corporation Special Meeting on June 18, 2015
- 15-705** Minutes of the McKinney Community Development Corporation Meeting on June 25, 2015
- 15-692** Minutes of the McKinney Economic Development Corporation Meeting on June 16, 2015
- 15-693** Minutes of the McKinney Economic Development Corporation Meeting on June 23, 2015
- 15-657** Minutes of the Planning and Zoning Commission Work Session of June 23, 2015
- 15-658** Minutes of the Planning and Zoning Commission Regular Meeting of June 23, 2015
- 14-331SU4** Consider/Discuss/Act on a Specific Use Permit Extension for a Restaurant with Drive-Through Window, Located on the South Side of Eldorado Parkway and Approximately 220 Feet East of Ridge Road

14-332SU4 Consider/Discuss/Act on a Specific Use Permit Extension for a Restaurant with Drive-Through Window, Located on the South Side of Eldorado Parkway and Approximately 550 Feet East of Ridge Road

14-333SU4 Consider/Discuss/Act on a Specific Use Permit Extension for a Restaurant with Drive-Through Window, Located on the South Side of Eldorado Parkway and Approximately 700 Feet East of Ridge Road

END OF CONSENT

15-742 Mayor Loughmiller called for Consideration/Discussion/Action on a Resolution Authorizing the Sale of Four Parcels of Land to the Texas Transportation Commission for the Construction of the State's FM 546 Project, Which Land Contains 2.656 Acres of Land in the S. McFarland Survey, Abstract No. 558, and the W.S. Richardson Survey, Abstract No. 747 (collectively "Parcel 2"), 4.812 Acres of Land in the S. McFarland Survey, Abstract No. 558 ("Parcel 4"), and 0.166 Acres and 0.164 Acres of Land Situated in the G. Pilant Survey, Abstract No. 69 ("Parcel 13" and "Parcel 14," Respectively), Totaling Approximately 7.798 Acres of Land Generally Located East of Highway 5 and South of Mill Street Continuing Southeasterly to Country Lane/Airport Drive; and Authorizing the Interim City Manager to Execute Deeds and Documents Regarding the Sale of Said City-Owned Property to the State of Texas. Director of Engineering Mark Hines stated that this item approves the sale of four parcels of land to TxDOT for right-of-way for FM 546. The total price for the four tracts is approximately \$531,000. TxDOT is in the process of acquiring the balance of the land for the project. Council unanimously approved the motion by Council member Day, seconded by Council member Pogue, to approve a Resolution authorizing the sale of four parcels of land to the Texas Transportation Commission for the construction of the State's FM 546 Project, which land contains 2.656 acres of land in the S. McFarland

Survey, Abstract No. 558, and the W.S. Richardson Survey, Abstract No. 747 (collectively "Parcel 2"), 4.812 acres of land in the S. McFarland Survey, Abstract No. 558 ("Parcel 4"), and 0.166 acres and 0.164 acres of land situated in the G. Pilant Survey, Abstract No. 69 ("parcel 13" and "parcel 14," respectively), totaling approximately 7.798 acres of land generally located east of Highway 5 and south of Mill Street continuing southeasterly to Country Lane/Airport Drive; and authorizing the Interim City Manager to execute deeds and documents regarding the sale of said City-owned property to the State of Texas. Caption reads as follows:

RESOLUTION NO. 2015-08-084 (R)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS, AUTHORIZING THE SALE OF FOUR PARCELS OF LAND TO THE TEXAS TRANSPORTATION COMMISSION FOR THE CONSTRUCTION OF THE STATE'S FM 546 PROJECT, WHICH LAND CONTAINS 2.656 ACRES OF LAND IN THE S. MCFARLAND SURVEY, ABSTRACT NO. 558, AND THE W.S. RICHARDSON SURVEY, ABSTRACT NO. 747 ("PARCEL 2"), 4.812 ACRES OF LAND IN THE S. MCFARLAND SURVEY, ABSTRACT NO. 558 ("PARCEL 4"), AND 0.166 ACRES AND 0.164 ACRES OF LAND SITUATED IN THE G. PILANT SURVEY, ABSTRACT NO. 69 ("PARCEL 13" AND "PARCEL 14," RESPECTIVELY), TOTALING APPROXIMATELY 7.798 ACRES OF LAND GENERALLY LOCATED EAST OF HIGHWAY 5 AND SOUTH OF MILL STREET CONTINUING SOUTHEASTERLY TO COUNTRY LANE/AIRPORT DRIVE; AND AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE DEEDS AND DOCUMENTS REGARDING THE SALE OF SAID CITY-OWNED PROPERTY TO THE STATE OF TEXAS; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF

- 15-743** Mayor Loughmiller called for a Public Hearing to Consider/Discuss/Act on a Resolution Approving the 2015-2019 Community Development Block Grant Consolidated Plan and the 2015-16 Annual Action Plan. Community Services Administrator Shirletta Best stated that the consolidated plan is a planning document to help make decisions for investments for low to moderate income families, individuals, and the benefit of quality of life for our City. The plan is carried out through an annual action plan which is a summary of eligible activities under our CDBG process and programs. The City works throughout the year to engage organizations, residents, and other stakeholders to find priorities

within the process. Each year, the City reports on the CDBG process goals as well as the funding resources through the CAFR, which is held annually at the end of the year. Ms. Best presented the list of organizations that the Community Grants Advisory Commission had recommended for CDBG funding during the first year, which starts October 1st. This concludes the process for the consolidated plan as well as the annual action plan that will take effect October 1st, the same fiscal year as the City. Mayor Loughmiller called for public comments and there were none. Council unanimously approved the motion by Mayor Pro Tem Ussery, seconded by Council member Day, to close the public hearing and approve a Resolution approving the 2015-2019 Community Development Block Grant Consolidated Plan and the 2015-16 Annual Action Plan. Caption reads as follows:

RESOLUTION NO. 2015-08-085 (R)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS, APPROVING THE 2015-2019 COMMUNITY DEVELOPMENT BLOCK GRANT CONSOLIDATED PLAN AND 2015-2016 ACTION PLAN, AND PROVIDING AN EFFECTIVE DATE

15-128PF Mayor Loughmiller called for a public hearing to Consider/Discuss/Act on a Preliminary-Final Plat for 301 Single Family Residential Lots and 14 Common Areas (Auburn Hills, Phase 5), Located on the North Side of U.S. Highway 380 (University Drive), South Side of Wilmeth Road and East of County Road 160. Mayor stated that no action was necessary this evening. The item was previously approved at the July 21, 2015 meeting.

15-161SU2 Mayor Loughmiller called for a Public Hearing to Consider/Discuss/Act on a Specific Use Permit Request for a Private Club (The Pub), Located at 204 W. Virginia Street, and Accompanying Ordinance. Executive Director of Development Services Michael Quint stated the applicant is requesting approval of a Specific Use Permit for a private club located at 204 W. Virginia Street, also known as The Pub. Staff has evaluated the

request, has no concerns, and is recommending approval. Mr. Quint stated that prior to the meeting tonight, Staff modified the proposed Ordinance to state that the owner of the business is Jennifer Locke. The Specific Use Permit is tied to the owner and not the business and therefore is non-transferrable. Applicant, Mr. Matt Locke, 5000 Eldorado Parkway, Suite 150, Frisco, stated he is requesting approval of the Specific Use Permit in order to operate as a private club. Mayor Loughmiller called for public comments and there were none. Council unanimously approved the motion by Council member Day, seconded by Council member Pogue, to close the public hearing and approve an Ordinance granting a Specific Use Permit to Jennifer Locke for a Private Club (The Pub), located at 204 W. Virginia Street. Caption reads as follows:

ORDINANCE NO. 2015-08-074

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS, AMENDING THE ZONING MAP OF THE CITY OF MCKINNEY, TEXAS; PROVIDING FOR A SPECIFIC USE PERMIT FOR A PRIVATE CLUB (THE PUB), LOCATED AT 204 W. VIRGINIA STREET; PROVIDING FOR SEVERABILITY; PROVIDING FOR INJUNCTIVE RELIEF, PROVIDING FOR NO VESTED INTEREST; PROVIDING FOR THE PUBLICATION OF THE CAPTION OF THIS ORDINANCE; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF

- 15-159Z2** Mayor Loughmiller called for a Public Hearing to Consider/Discuss/Act on a Request to Rezone the Subject Property from "PD" - Planned Development District and "CC" - Corridor Commercial Overlay District to "C2" - Local Commercial District and "CC" - Corridor Commercial Overlay District, Located on the Southeast Corner of Stonebridge Drive and U.S. Highway 380 (University Drive), and Accompanying Ordinance. Executive Director of Development Services Michael Quint stated the applicant is requesting to rezone the property to the C2 Local Commercial District generally to modify or eliminate the land plan that is currently tied to a governing PD district. Staff has evaluated this request and is recommending approval. Mayor Loughmiller called for public

comments and there were none. Applicant, Mr. Matt Boer, Claymore Engineering, 1903 Central Drive, Bedford, stated the request is to remove the old PD plan so that they can have more flexibility to move forward. The plan for the property is a mixed retail-office similar to the previous PD plan but with a different configuration. Mayor Loughmiller called for public comment and there was none. Council unanimously approved the motion by Council member Pogue, seconded by Council member Branch, to close the public hearing and approve an Ordinance rezoning the subject property from "PD" - Planned Development District and "CC" - Corridor Commercial Overlay District to "C2" - Local Commercial District and "CC" - Corridor Commercial Overlay District, located on the southeast corner of Stonebridge Drive and U.S. Highway 380 (University Drive). Caption reads as follows:

ORDINANCE NO. 2015-08-075

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS, AMENDING THE ZONING MAP OF THE CITY OF MCKINNEY, TEXAS; SO THAT AN APPROXIMATELY 9.67 ACRE PROPERTY, LOCATED ON THE SOUTHEAST CORNER OF STONEBRIDGE DRIVE AND U.S. HIGHWAY 380 (UNIVERSITY DRIVE), IS REZONED FROM "PD" – PLANNED DEVELOPMENT DISTRICT AND "CC" – CORRIDOR COMMERCIAL OVERLAY DISTRICT TO "C2" – LOCAL COMMERCIAL DISTRICT AND "CC" – CORRIDOR COMMERCIAL OVERLAY DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INJUNCTIVE RELIEF, PROVIDING FOR NO VESTED INTEREST; PROVIDING FOR THE PUBLICATION OF THE CAPTION OF THIS ORDINANCE; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF

- 15-160Z3** Mayor Loughmiller called for a Public Hearing to Consider/Discuss/Act on a Request to Rezone the Subject Property from "C" - Planned Center District, "PD" - Planned Development District and "CC" - Corridor Commercial Overlay District to "C2" - Local Commercial District and "CC" - Corridor Commercial Overlay District, Located on the Northeast Corner of Custer Road and U.S. Highway 380 (University Drive), and Accompanying Ordinance. Executive Director of Development Services Michael Quint stated that prior to tonight's meeting the applicant requested that this item be tabled. There are some ongoing contract

discussions before this item can go forward. The applicant is requesting that the public hearing be continued and the item be tabled until the August 18, 2015 meeting. Applicant, Mr. Bryan Burger with Burger Engineering, 17103 Preston Road, Dallas, stated that they are requesting that this item be tabled. Mayor Loughmiller called for public comments and there were none. Council unanimously approved the motion by Council member Pogue, seconded by Council member Day, to continue the public hearing and table this item to the August 18th Regular Meeting.

15-166M2 Mayor Loughmiller called for a Public Hearing to Consider/Discuss/Act on a Request by the City of McKinney to Modify Section 146-135 (Landscape Requirements) of the Zoning Regulations Pertaining to Landscaping at Airports, and Accompanying Ordinance. Executive Director of Development Services Michael Quint stated that City staff is proposing to modify the landscape section of the zoning ordinance to provide for exceptions for publicly-used, publicly-owned airports as it pertains to installation of new landscaping. These modifications will minimize the conflicts between wildlife habitation and aircraft inside the fence at the airport. Staff is recommending approval of these modifications. Council member Pogue questioned if we were to sell the assets of the airport or privatize in some manner, if development going forward would have to adhere to a different criteria. Mr. Quint stated that anything existing would be legally non-conforming and anything going forward would not be subject to these exceptions anymore. Council member Pogue stated he would like to see it more universal for that property, since that is the only property zoned airport. Mr. Quint noted that the City owns land around the airport that is not zoned airport and his concern with modifying the airport zoning designation to build in these classifications is that there is other property out there that the City owns that would not have that benefit. Mayor Loughmiller stated his concern is the potential for different treatment between public and private. Mr. Quint

stated he would not have any opposition to modify the language to take out publicly-owned, public-use facility to say “part of a facility shall be exempt”. Assistant Airport Director Mark Jaraczewski, stated that he prefers not to have any habitat at the airport but to have it for privatized so that it is equal for both parties. Mayor Loughmiller called for public comments and there were none. Council unanimously approved the motion by Council member Pogue, seconded by Mayor Pro Tem Ussery, to close the public hearing. Council unanimously approved the motion by Mayor Pro Tem Ussery, seconded by Council member Pogue, to approve an Ordinance modifying Section 146-135 (Landscape Requirements) of the Zoning Regulations pertaining to landscaping at airports, with the following amendment to read as follows: “(4) Airfields (commonly known as the “air side” of an airport’s perimeter boundary fence or wall) which accommodate fixed-wing aircrafts on a concrete runway with a length of at least 5,000 feet and allow for the operation of rotary-wing aircrafts shall be exempt from the requirements of section 146-135(f) of this chapter.” Caption reads as follows:

ORDINANCE NO. 2015-08-076

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS, AMENDING SECTION 146-135(b)(4) OF THE ZONING REGULATIONS PERTAINING TO LANDSCAPE REQUIREMENTS EXEMPTIONS FOR PUBLICLY-OWNED, PUBLICLY-USED AIRPORTS; ESTABLISHING PRESUMPTIONS; PROVIDING FOR THE PUBLICATION OF THE CAPTION OF THIS ORDINANCE; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF

- 15-155SP2** Mayor Loughmiller called for a Public Hearing to Consider/Discuss/Act on a Site Plan for Sewell Audi of McKinney, Located Approximately 1,500 Feet West of Stacy Road and on the North Side of State Highway 121. Executive Director of Development Services Michael Quint stated that the applicant is requesting approval of a site plan for an automobile sales dealership totaling approximately 60,000 square feet, including an 8,500 square foot pre-owned automobile sales facility for Sewell Audi of McKinney. The applicant is requesting two variances to the requirements

of the Zoning Ordinance, one being an alternate screening device and the other being the location of a loading space in proximity to the building. Staff has evaluated these requests and has no concerns. The building elevations for this development were previously approved by the Planning and Zoning Commission. The reason the City Council is seeing this item is because the PD requires City Council action. Mr. Quint stated the applicant is proposing wire mesh fencing and the living screen. Applicant, Mr. Carl Sewell, 3860 W. Northwest Highway, Dallas stated that the screening will be Nellie R. Stevens planted in the five to six foot range. When the building opens, they can grow as high as 25 feet and they become a magnificent screen that is solid green and you can't see anything behind it. The wire mesh is the latest in design in the way they think a fence should look. There is no opposition to the brick columns, however, Audi has a specific, contemporary design they use globally and they are very strong in their recommendation. Mayor Loughmiller called for public comments and there were none. Council unanimously approved the motion by Council member Rogers, seconded by Council member Branch, to approve a Site Plan for Sewell Audi of McKinney, located approximately 1,500 feet west of Stacy Road and on the north side of State Highway 121.

15-102SU4 Mayor Loughmiller called for a Public Hearing to Consider/Discuss/Act on a Specific Use Permit Request to Allow for an Auto Body Repair and Paint Shop (Caliber Collision), Located on the North Side of U.S. Highway 380 (University Drive) and Approximately 400 Feet West of Hardin Boulevard, and Accompanying Ordinance. Executive Director of Development Services Michael Quint stated that the applicant is requesting to rezone the subject property to allow an auto body repair and paint shop. Council recently approved the zoning to C-3. At that time, it was decided that the proposed land use would be discussed at a later time and that item is before you tonight. Staff has evaluated the request

and has concerns given the vision laid out by the Northwest Sector Study, Phase I Report. In that report, we identified the presence of Baylor Hospital, Raytheon, Collin College, and identified the US 380 corridor, essentially east of Custer and west of Highway 75, as a supplemental corporate office area. With concerns about this setting the standard for the US 380 corridor in our community, Staff recommends denial of the proposed specific use permit due to close proximity of the subject property to residential uses and a lack of conformance with the vision outlined in the Northwest Sector Study Phase 1 Report. The Planning and Zoning Commission also recommended denial of this request; therefore, it requires a super-majority vote from the Council for approval. Applicant, Mr. Bill Dahlstrom, 901 Main Street, Dallas, presented information about the project. He stated they are seeking the ability to put a Caliber Collision on this location. After visiting with staff, it was determined it was a two-step process; first, to get the zoning, and then come back for the SUP. We are proposing a Caliber Collision with all repairs performed indoors. We believe there will be minimum impact if any on the adjacent residential properties. Mayor Loughmiller called for public comments and there were none. Council unanimously approved the motion by Council member Pogue, seconded by Mayor Pro Tem Ussery, to close the public hearing. Mayor Pro Tem Ussery stated that the presentation shows an impressive facility and the operation conducts itself in a professional manner. However, several years ago we worked to create an office area through that corridor and the long-term goal, being a part of the Northwest Sector Study, I don't want to betray that vision. Council member Pogue stated that this is an industrial use and I don't think this is the appropriate location for that. Mayor Loughmiller expressed that he generally does not have a problem with the use itself. Council member Day stated that he does not see that much difference between O'Reilly Auto Parts store and this use. We are talking about 30

to 40 jobs and a \$2 million project that pays property taxes. Council approved the motion by Mayor Pro Tem Ussery, seconded by Council member Pogue, to deny the request for a Specific Use Permit to allow for an auto body repair and paint shop (Caliber Collision), located on the north side of U.S. Highway 380 (University Drive) and approximately 400 feet west of Hardin Boulevard, with a vote of 4-3-0, Mayor Loughmiller, Council members Day and Branch voting against.

15-744 Mayor Loughmiller called for Consideration/Discussion the Composition and Creation of an Advisory Committee for the Comprehensive Plan Update Initiative. Planning Manager Jennifer Arnold presented the item on composition and future appointment of the Advisory Committee for the comprehensive update effort. Ms. Arnold stated that Staff has been working with the consulting team to mobilize the outreach efforts on how to engage the Council, community and interested people. Staff is requesting that each Council member appoint three members to the Committee within a certain parameter of representative groups. We plan to come back to Council on August 18th to formalize the appointments and create the Committee. The Committee is scoped to meet up to six times between 12 and 15 months. The Advisory Committee members will also serve as champions of the project to get outreach materials to the community. In addition to the regular Advisory Committee meetings, we will hold three or four joint Advisory Committee meetings which would include the Advisory Committee, members of Council and the Planning and Zoning Commission.

15-745 Mayor Loughmiller called for Consideration/Discussion/Action on Fiscal Year 2015-16 Proposed Tax Rate, Take Record Vote and Set Public Hearing and Adoption Dates. Chief Financial Officer Rodney Rhoades stated that the proposed tax rate for next year is \$0.5830, which is consistent with the adopted tax rate for fiscal 2015. We are not proposing a tax rate increase; however, when the proposed tax rate exceeds the

effective tax rate, we are required to take a record vote. The effective tax rate is a calculation that establishes the same amount of revenue and property tax revenue collected for fiscal 2016 than we collected in fiscal 2015. The tax rate is composed of Interest and Sinking rate, or the debt service rate, which is established to pay the debt issued for major capital projects, and the maintenance and operation portion, which is established to pay for general services provided to the citizens. Interim City Manager Tom Muehlenbeck reported that the taxable values are up 13.4%, values on existing properties are up 9%, and new construction accounting for 4.4% of the growth. The average home value has increased from \$240,169 to \$270,483. The average tax bill to the resident will increase by \$17 per year. Council unanimously approved the motion by Mayor Pro Tem Ussery, seconded by Council member Pogue, that the City of McKinney propose to adopt the Fiscal Year 2016 total Tax Rate of \$0.58300, which is higher than the Fiscal Year 2016 Effective Tax Rate of \$0.537088, and call for two public hearings. The first public hearing to be held on August 18, 2015 at 6:00 p.m. and the second public hearing to be held on September 1, 2015 at 6:00 p.m. A Record Vote on the tax rate adoption will be held on September 15, 2015 at 6:00 p.m. at the regular City Council meeting. All meetings will be held in the McKinney City Hall Council Chambers at 222 N. Tennessee Street, McKinney, Texas, 75069 with the following record vote:

Mayor Loughmiller – For

Mayor Pro Tem Ussery – For

Council member Branch – For

Council member Day – For

Council member Pogue - For

Council member Rogers – For

Council member Rath - For

15-746 Mayor Loughmiller called for Consideration/Discussion/Action on a Resolution Amending the Policy on Board and Commission Member Appointment and Eligibility. City Attorney Mark Houser stated the item before you is a culmination of actions taken by Council. The primary areas where Council requested changes are in the appointment process, the area of resignation to run for other elected offices, and the consideration of board and commission member's performance. Mayor Loughmiller stated that one of the things Council is doing through the amendment process is to allow people to file applications at any time throughout the year. They do need to apply every year as the applications are on file for one year. You also have to meet all the requirements of the application which includes being a resident of the city for some of the boards, or operate a business in McKinney, and, of course, there are other rules that have to do with service. The issue of resignation of board members when they are filing for elected office, that is limited to a local elected office such as City Council, School Board, or a County office. Mr. Houser noted a minor change to the alternates. There will be a Planning and Zoning Commission alternate but the other alternates will not be reappointed. Any alternate that is currently serving can complete duration of the current term. Mayor Loughmiller noted the general purpose for the Council liaisons to boards is to report any consensus of the Council to the board or board members if questions arise relating to a specific issue. The other purpose is in the event that the Council has some direction they would like communicated to the board, the liaison would have the responsibility of communicating that consensus back to the board in terms of Council's desired direction. Council unanimously approved the motion by Mayor Pro Tem Ussery, seconded by Council member Pogue, to approve a Resolution amending the Policy on Board and Commission Member Appointment and Eligibility

as amended. Caption reads as follows:

RESOLUTION NO. 2015-08-086 (R)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS, AMENDING ITS POLICY FOR BOARD AND COMMISSION MEMBER APPOINTMENTS AND SERVICE; AND PROVIDING FOR AN EFFECTIVE DATE

Mayor Loughmiller called for Citizen Comments and there were none.

Mayor Loughmiller called for Council and Manager Comments.

Council member Branch thanked staff for all the hard work getting things organized and set up for us. I've had a great time meeting with the citizens and getting a chance to sit down and confirm that the things Council is doing are moving the City in the right direction.

Council member Day did not have any comments.

Council member Pogue thanked staff. I look forward to seeing those of you that will participate in National Night Out tomorrow night. I will be in one of the police vehicles pushing buttons, horns, and sirens.

Council member Rogers did not have any comments.

Councilwoman Rath stated that she and Mayor Pro Tem Ussery attended a Habitat for Humanity wall-raising Saturday morning. Congratulations to the family whose home is well on its way to being completed and to Habitat for Humanity.

Mayor Pro Tem Ussery welcomed the Interim Planning Director Brian Lockley. Mr. Ussery thanked staff for all they do day in and day out. Your efforts are appreciated. Thank you very much.

Mayor Loughmiller stated that tomorrow night is National Night Out and the Public Safety Department and Council will be out in force. If we don't make it to all the parties, I apologize because the list is long and the night is short. We try to visit as many as we can. We do appreciate the neighborhoods that hold these events. It gives us an opportunity to interact with police and fire personnel and to learn about things such as neighborhood crime watch and fire prevention in a good setting. I appreciate the efforts of all city departments.

City Manager Muehlenbeck did not have any comments.

Mayor Loughmiller recessed the meeting into executive session at 8:00 p.m. per Texas Government Code Section 551.071 (2) Consultation with City Attorney on any Work Session, Special or Regular Session agenda item requiring confidential, attorney/client advice necessitated by the deliberation or discussion of said items (as needed), Section 551.071 (1) (A). Litigation / Anticipated Litigation, Section 551.074 Personnel Matters, Section 551.072 Discuss Real Property, and Section 551.087 Discuss Economic Development Matter as listed on the posted agenda. Mayor Loughmiller recessed to the open session at 8:48 p.m.

Council unanimously approved the motion by Mayor Pro Tem Ussery, seconded by Council member Pogue, to adjourn. Mayor Loughmiller adjourned the meeting at 8:50 p.m.

BRIAN LOUGHMILLER
Mayor

ATTEST:

SANDY HART, TRMC, MMC
City Secretary



15-773

TITLE: Minutes of the City Council Budget Work Session of August 7, 2015

SUPPORTING MATERIALS:

[Minutes](#)

CITY COUNCIL BUDGET WORK SESSION

AUGUST 7, 2015

The City Council of the City of McKinney, Texas met in budget work session in the Council Chambers of the Municipal Building on August 7, 2015 at 8:30 a.m.

Council Present: Mayor Brian Loughmiller, Mayor Pro Tem Travis Ussery, Council members: Chuck Branch, Don Day, Randy P. Pogue, Tracy Rath, and Rainey Rogers.

Staff Present: Interim City Manager Tom Muehlenbeck; Assistant City Manager Barry Shelton; City Attorney Mark Houser; City Secretary Sandy Hart; Chief Financial Officer Rodney Rhoades; Finance - Trudy Mathis, Mark Holloway, Eric Corder, and Donna Chamberlain; and Interim Assistant to the City Manager Chandler Merritt.

There was one guest present.

Mayor Loughmiller called the meeting to order at 8:30 a.m. after determining a quorum present. Mayor Loughmiller called for discussion on the following item with no action taken:

15-747 Budget Work Session

Mayor Loughmiller recessed the meeting into executive session at 11:00 a.m. per Texas Government Code Section 551.071 (2) Consultation with City Attorney on any Work Session, Special or Regular Session agenda item requiring confidential, attorney/client advice necessitated by the deliberation or discussion of said items (as needed), Section 551.074 Personnel Matters, and Section 551.087 Discuss Economic Development Matter as listed on the posted agenda. Mayor Loughmiller recessed to the open session at 11:50 a.m.

Council unanimously approved the motion by Council member Randy P. Pogue, seconded by Council member Don Day, to adjourn. Mayor Loughmiller adjourned the meeting at 11:51 a.m.

BRIAN LOUGHMILLER
Mayor

ATTEST:

SANDY HART, TRMC, MMC
City Secretary



15-748

TITLE: Minutes of the Community Grants Advisory Commission Meeting of June 11, 2015

SUPPORTING MATERIALS:

[Minutes](#)

COMMUNITY GRANTS ADVISORY COMMISSION

JUNE 11, 2015

The Community Grants Advisory Commission of the City of McKinney, Texas met in regular session in the Community Services Conference Room, 314 South Chestnut, Suite 101, McKinney, Texas on June 11, 2015 at 6:30 p.m.

Commissioners Present: Myra Cisneros Taylor, Trae Gardner, Carla Bolds, Mark Phillips, Amy Evans, Maritza Spainhouer

Absent: Kelly Maier

Staff Present: Shirletta Best, Community Services Administrator; Will Honea, Community Services Coordinator; Judith Hawkins, Administrative Assistant

15-553 Minutes of the Community Grants Advisory Commission Meeting of May 20, 2015

Commissioners unanimously approved the motion by Commissioner Trae Gardner, seconded by Commissioner Carla Bolds, to approve the minutes of the Community Grants Advisory Commission meeting of May 20, 2015.

15-554 Minutes of the Community Grants Advisory Commission Meeting of May 21, 2015

Commissioners unanimously approved the motion by Commissioner Amy Evans, seconded by Commissioner Maritza Spainhouer, to approve the minutes of the Community Grants Advisory Commission meeting of May 21, 2015.

15-555 Consider/Discuss/Act on the FY 2015-16 Funding Allocations for all Community Development Block Grant Recommendations to City Council

Commissioners unanimously approved the motion by Commissioner Mark Phillips, seconded by Commissioner Carla Bolds, to approve the following FY 2015-16 funding allocations for Community Development Block Grant Recommendations to City Council:

| PUBLIC SERVICES | RECOMMENDATION |
|---|----------------|
| CASA of Collin County | \$16,030.33 |
| Communities in Schools of the Dallas Region | \$15,668.33 |
| Community Lifeline Center | \$11,668.33 |
| Holy Family School | \$0.00 |
| Hopes Door | \$0.00 |
| Meals on Wheels of Collin County | \$39,123.83 |
| The Salvation Army | \$11,668.33 |
| Wellness Center for Older Adults | \$11,431.83 |

NON-PUBLIC SERVICES

| | |
|--|-------------|
| Christ Fellowship Church | \$0.00 |
| North Collin County Habitat for Humanity | \$10,000.00 |

Applicants will be notified by email and the recommendations will be under a 30-day comment period. The recommendations will be presented for City Council approval on August 3, and total funding amounts will include any estimated carryover from unspent 2014-2015 CDBG funds.

15-556 Consider/Discuss/Act on a Substantial Amendment to the CDBG 2014-15 Annual Action Plan

Commissioners unanimously approved the motion by Commissioner Trae Gardner, seconded by Commissioner Maritza Spainhouer, to approve a Substantial Amendment to the CDBG 2014-15 Annual Action Plan. Newsome Homes funding was previously approved by CGAC. The timeline for rebuilding has been changed and must be approved by the commission. Requesting professional services or a construction contingency must include a 30-day public comment period, followed by a public hearing during the July 21 City Council meeting. Once the change has been approved by Council, it is sent to HUD for final approval.

Administrator Best reminded commissioners that the final public hearing would be at 6:30 p.m. on July 30, 2015 at Old Settlers Recreation Center.

The meeting was adjourned at 7:45 p.m.

MYRA CISNEROS TAYLOR
Chairperson

15-719



TITLE: Minutes of the McKinney Convention & Visitors Bureau Board Meeting of
May 26, 2015

SUPPORTING MATERIALS:

[Minutes](#)

MCKINNEY CONVENTION AND VISITORS BUREAU BOARD

REGULAR MEETING

MAY 26, 2015

The McKinney Convention and Visitors Bureau Board met in regular session at the MCVB Conference Room, 200 West Virginia Street, McKinney, Texas on May 26, 2015 at 7:30 a.m.

Board Chair Harbor called the MCVB board meeting to order at 7:34 a.m.

Board members present: Sally Huggins, Hal Harbor, Bonnie Tinsley, Cricket Killingsworth, Susan Brusa, and Wayne Hill.

Absent: Carrie Alfieri, Jennifer Estes, and Melissa Moreno.

Staff: Executive Director Dee-dee Guerra, staff members Vanesa Baggett, Sue Davis, and Beth Shumate.

Guests: Interim City Manager Tom Muehlenbeck, Councilman Randy Pogue, and City Finance Budget Manager Mark Holloway.

Board members unanimously approved the motion by board member Sally Huggins, seconded by board member Bonnie Tinsley, to approve and refer the following sets of minutes:

15-498 Minutes of the McKinney Convention & Visitors Bureau Board Meeting of April 28, 2015.

15-499 Minutes of the McKinney Convention & Visitors Bureau HR Committee Meeting of April 24, 2015.

15-500 Minutes of the McKinney Convention & Visitors Bureau Finance Committee Meeting of April 24, 2015.

15-501 Minutes of the McKinney Convention & Visitors Bureau Marketing & Development Committee Meeting of May 18, 2015.

15-502 Board and Liaison Reports.

Chair Report – Board chair Harbor advised board members that the Fly Fishing event (that Beau Beasley presented at the April 28 board meeting) will take place in McKinney in 2016.

Director's Report – Executive Director Guerra reviewed her staff report

with board members, highlighting sales activities during the month of April, the Made in McKinney store year over year statistics, sales site visits, as well as advertising ROI's. Board member Hill asked on booking status of the new Conference Center, Executive Director Guerra advised there were some challenges that she and staff were dealing with in regards to RFP's being accepted or bid upon. There was discussion regarding ways to overcome the challenges. Ms. Guerra advised board members that she would be meeting the Sheraton GM and Sales Director in the upcoming weeks to discuss and would update board members of the outcome at the next board meeting. Executive Director Guerra also advised board members that due to a schedule conflict the June board meeting would be cancelled and the board would meet again in July at the regularly scheduled time.

City of McKinney – Interim City Manager Mr. Muehlenbeck that the bond committee has made their recommendation to Council to go forward with all projects. Councilman Pogue advised board members on the Downtown Parking Garage topic, stating that council were reviewing options regarding the development of the garage. Mr. Pogue stated once the bond passed on the garage, it would be approximately a year for the construction of the garage to be complete.

Main Street/MPAC – Executive Director Amy Rosenthal updated board members of upcoming events taking place in historic downtown McKinney including the Red, White, & Boom July 4th Hometown parade and on July 17 Marc Broussard will be performing. In addition Mr. Rosenthal gave an update on the recent Bike The Bricks event, stating that this year there were more than 570 cyclist's that participated in the event.

McKinney Chamber of Commerce – Executive Director Guerra spoke on behalf of the Chamber, advising board members of the upcoming Serve McKinney event taking place on June 10 from 5:30-7:30 p.m. at Collin

College Higher Education building.

Finance Committee Report – Board member Brusa presented the Finance committee update advising board members that sales in the Made In McKinney store were up year over year. In addition Brusa stated the Hotel Average Daily Rate was up during the month of April, however the occupancy was down.

HR Committee Report – Did not meet - no update.

Marketing/Development Committee Report – Board member Huggins advised board members the marketing/development committee had reviewed the market study and the MCVB is moving forward with a trial advertising campaign on Pandora Radio in the Houston TX market. In addition, Executive Director Guerra highlighted recent advertisements the MCVB had placed in various publications.

There were no citizen's comments.

There were no board or commissioner comments.

Board Chair Harbor adjourned the meeting at 8:18 a.m. The next MCVB board meeting will be held Tuesday, July 28, 2015.

HAL HARBOR
Chair

15-720



TITLE: Amended Minutes of the McKinney Convention & Visitors Bureau Finance Committee Meeting of April 24, 2015

SUPPORTING MATERIALS:

[Minutes](#)

MCKINNEY CONVENTION AND VISITORS BUREAU BOARD

Finance Committee Meeting

Amended

April 24, 2015

The McKinney Convention & Visitors Bureau Finance committee met for a meeting on April 24, 2015 at 200 W. Virginia Street, McKinney Texas at 8:30 a.m.

In attendance were Board members: Carrie Alfieri, Committee Chair.

Staff: Executive Director Dee-dee Guerra.

The meeting was called to order at 8:30 am

Committee Chair Alfieri and Executive Director Guerra reviewed and discussed the following items:

1. March Financials (prepared by McKinney Finance Dept. McKinney Hotel receipts Comparison- Executive Director discussed the three items that were high on the financial report: postage, associations, and travel/training. Neither Director Alfieri nor Director Hill had any further questions.
2. MIM Store revenue - No discussion.
3. Monthly Taxable Hotel Receipts (Comptroller Website)-No discussion.
4. January & February Taxable Receipts (Comptroller Website)-No discussion.
5. STR Report for March & Week 1 of April- No discussion.

The MCVB Finance Committee meeting was adjourned at 8:40 am.

Carrie Alfieri

MCVB Finance Committee Chair

15-721



TITLE: Amended Minutes of the McKinney Convention & Visitors Bureau HR
Committee Meeting of April 24, 2015

SUPPORTING MATERIALS:

[Minutes](#)

MCKINNEY CONVENTION AND VISITORS BUREAU BOARD

Human Resources Committee Meeting

Amended

April 24, 2015

The McKinney Convention & Visitors Bureau HR committee met for a meeting on April 24, 2015.

In attendance were Board members: Carrie Alfieri, Committee Chair & Bonnie Tinsley.

Staff: Executive Director Dee-dee Guerra.

The meeting was called to order at 9:00 am

The Committee reviewed the MCVB FY 14-15 Goals that were approved and prepared by the HR Committee. Executive Director Guerra was tasked with making the MCVB Goals coincide with the City Councils Goals recently approved by Council. Once receiving approval from Interim City Manager Muehlenbeck, Executive Director Guerra brought the FY 14-15 Goals to the HR Committee for final approval. After discussion, there were a few items that added and revised. Ms. Guerra was tasked to fix these items and to re-send them to the HR Committee for approval. The final document will be presented to the MCVB Board at the April 28, 2015 Board meeting for discussion or approval.

The HR Committee also conducted the annual Mid-Year Review for Director Guerra.

The MCVB HR Committee meeting was adjourned at 10:10 am

Carrie Alfieri

MCVB HR Committee Chair

15-722



TITLE: Minutes of the McKinney Convention & Visitors Bureau Marketing
Committee Meeting of July 13, 2015

SUPPORTING MATERIALS:

[Minutes](#)

MCKINNEY CONVENTION AND VISITORS BUREAU BOARD

Marketing Committee Meeting

July 13, 2015

The McKinney Convention & Visitors Bureau Marketing committee met on 7/13/15.

In attendance were Board members: Jennifer Estes, Cricket Killingsworth, & Sally Huggins.

Staff: Executive Director Dee-dee Guerra & Communication Manager Beth Shumate.

The meeting was called to order at 2:35 pm

The Committee reviewed the following items:

1. Advertising and Promotional expenditures, no discussion.
2. Target Market Study from Ray Turco and Associates. Executive Director Guerra updated the Committee that the second Target Market study will start next week.
3. Collin County Sestercentennial Event- Executive Director Guerra informed the Committee that the event will be held April 16-17, 2016. Angie Bado has come to staff to ask for help to Market the event. The event has a lot of different components: a BBQ cook off, MPAC is involved, Chestnut Square will promote their Living Days, the Collin County Historical Society Museum will have a year-long exhibit on Collin McKinney, the library is participating by having a "Read Across McKinney" series, the Collin County Commissioners Court is backing the event as well as Myers Park where they will be erecting a working homestead.
4. Behavioral Marketing vs. SEO- Director Guerra & Communications Manager Shumate explained the Behavioral Marketing Program to the Committee. After much discussion, the Committee agreed that the Behavioral Marketing was a much better use of funds over the SEO Campaign that had previously been approved. It will start with the new fiscal year in October.
5. Communications Manager Shumate updated the Committee on the Pandora campaign. To date, we have had 22 click-thru's to our website and we have had a few phone calls as well as have heard that when people were traveling in the area in (San Antonio) that they heard the ad. A final report will come by the end of July.

6. The redesigned Visitors Guide is currently being printed and should be delivered soon.
7. Googlemaps video (a young man came in to pitch this a couple weeks ago). After discussion, the Committee didn't feel it was worth pursuing this feature.
8. Informed the committee that staff has proposed to City Communications the possibility of their help in creating videos of our hotels and meeting venues. Staff is looking to put them on YouTube to help sell the destination to more meeting planners and visitors. This is still under discussion with City Communications.
9. Communications Manager updated the group on the AJR proposal for the upcoming year's state publications – three different proposals with varying sized ads. After some discussion, the Committee decided that we should stay with the campaign size for which we are currently contracted and not increase ad size in any of the publications because it would be too costly.
10. Staff informed the committee that the City Communications Department has offered to do a template for the CVB ads. After some discussion, the Committee agreed that it is in the best interest of the CVB to continue the uniform look of the website, ads and the visitor's guides. The CVB would welcome and appreciate the help to refresh the ad and make everything more uniform.

The MCVB Marketing Committee meeting was adjourned at 3:30 pm

Sally Huggins

MCVB Marketing Committee Chair

15-774



TITLE: Minutes of the McKinney Housing Authority Meeting of June 23, 2015

SUPPORTING MATERIALS:

[Minutes](#)

**MINUTES OF THE
BOARD OF COMMISSIONERS MEETING
HOUSING AUTHORITY OF THE CITY OF MCKINNEY**

The regular meeting of the Housing Authority of the City of McKinney was held on June 23, 2015 at 5:30pm.

Vice Chairman Juli Smith called the meeting to order at 5:51pm.

The following Commissioners were present.

Hammer
Smith
LeFall

The following staff was present.

Rebecca Salinas
Nacole Tate
Bethany Shaulis
Melanie Scobey
Connie Crosby
Gary Kesler
Roslyn Miller

The following members of the public were in attendance.

Carol Bailey
Gary McCrary
Patsy Alexander
Katia Mervil
Nicki Leeks
Darlene Brown
Michelle James
Sarah Patterson
LaKeesha Whyte
Darsa Whyte
Sharon Wise
Cassandra Wilson
Lee Smith
Patrica Hamaker
Tracy Rath

Patsy Alexander gave the invocation.

Comments from the Public or Residents – Gary McCrary thanked the board and staff for helping to get the Newsome Homes redeveloped.

Consider/Discuss/Act on Old Business – Code of Ethics policy tabled to August 2015 meeting.

Consider/Discuss/Act on Minutes of the meeting held on May 26, 2015 (06.23.15.01) – Commissioner LeFall motioned to approve the minutes. Commissioner Hammer seconded the motion. A vote was taken with the following results.

Ayes: Smith

Hammer
LeFall
Nays: None

Consider/Discuss MHA Resident Council Minutes/Update – Ms. LaKeesha Whyte gave a general statement to the residents regarding the resident council meeting held the previous Saturday.

Consider/Discuss/Act on Millennium McKinney Update – the staff provided a report from the developer partner representative, Alan McDonald regarding construction completion. Mr. McDonald reported the project should be complete by mid July. The staff also reported on the great resident feedback of the tour of the property with residents and members of the board.

Consider/Discuss/Act on Newsome Homes Update – staff provided an update of the relocation process for residents and the board.

Consider/Discuss/Act on Financials – Fee Accountant Patricia Hamaker gave a presentation of the financials through May 2015 and the FYE2016 budget. Commissioner Hammer motioned to approve the May 2015 financials (06.23.15.02) Commissioner LeFall seconded the motion. A vote was taken with the following results.

Ayes: Smith
Hammer
LeFall
Nays: None

Commissioner Hammer motioned to approve the Tenant Account Receivables(06.23.15.03). Commissioner LeFall seconded the motion. A vote was taken with the following results.

Ayes: Smith
Hammer
LeFall
Nays: None

Per the request of the board from the previous meeting, additional support documents were provided for the FYE2016 budget. Commissioner Hammer motioned to approve the additional support and budget as previously submitted. Commissioner LeFall seconded the motion. A vote was taken with the following results.

Ayes: Smith
Hammer
LeFall
Nays: None

The monthly bank statements were presented for review. No additional action was taken.

Consider/Discuss/Act on Overview of PHA Programs – the monthly statistics and compliance report for the major programs was presented by staff for review and questions. No additional action was taken.

Executive Director's report – Ms. Miller gave a general summary of the Father's Day Initiative event. A copy of the thank you letter to sponsors was also presented. Ms. Miller reminded the board of the upcoming tour of Fort Worth Housing Authority properties.

Chairman's report – none given.

Commissioner Smith called for a motion to adjourn. Commissioner Hammer motioned. Commissioner LeFall seconded. All voted in favor.

The meeting adjourned at 7:24pm.

Chairman

Date

Secretary

15-775



TITLE: Minutes of the McKinney Housing Authority Meeting of July 23, 2015

SUPPORTING MATERIALS:

[Minutes](#)

**MINUTES OF THE
BOARD OF COMMISSIONERS MEETING
HOUSING AUTHORITY OF THE CITY OF MCKINNEY**

The work session meeting of the Housing Authority of the City of McKinney was held on July 23, 2015 at 10:30am.

The work session started at 10:30am.

The following Commissioners were present.

Hammer
Beller
Stockford

The following staff was present.

Gary Kesler
Roslyn Miller

The following members of the public were in attendance.

Naomi Byrne
Brian Dennison
Terri Attaway

The Fort Worth Housing Authority staff and board gave a presentation of the FWHA developments and asset management. A tour of some of the properties was also provided.

No action was taken.

Adjourn – The meeting adjourned at 3:30pm.

Chairman

Secretary

Date

15-729



TITLE: Minutes of the Planning and Zoning Commission Work Session of July 14, 2015

SUPPORTING MATERIALS:

[Minutes](#)

PLANNING AND ZONING COMMISSION WORK SESSION

JULY 14, 2015

The Planning and Zoning Commission of the City of McKinney, Texas met in work session in the Council Chambers of the Municipal Building on Tuesday, July 14, 2015 at 5:30 p.m.

City Council Present: Mayor Pro Tem Travis Ussery

Commission Members Present: Chairman Rick Franklin, Vice-Chairman Matt Hilton, Jim Gilmore, Deanna Kuykendall, Mark McReynolds, Dick Stevens, and Eric Zepp

Alternate Commission Member Absent: Cameron McCall

Staff Present: Assistant Director of Development Services Rick Leisner; Director of Planning Michael Quint; Planning Managers Brandon Opiela and Matt Robinson; Planner II Samantha Pickett; Planners Eleana Galicia and Aaron Bloxham; and Administrative Assistant Terri Ramey

There were two guests present.

Chairman Franklin called the work session to order at 5:30 p.m. after determining a quorum was present.

Mr. Brandon Opiela, Planning Manager for the City of McKinney, called for Discussion on Regular Meeting Agenda Items and no action was taken.

The Commission unanimously approved the motion by Council Member Stevens, seconded by Council Member McReynolds, to adjourn the meeting, with a vote of 7-0-0. Chairman Franklin declared the meeting adjourned at 5:33 p.m.

RICK FRANKLIN
Chairman

15-730



TITLE: Minutes of the Planning and Zoning Commission Regular Meeting of July 14, 2015

SUPPORTING MATERIALS:

[Minutes](#)

PLANNING AND ZONING COMMISSION

JULY 14, 2015

The Planning and Zoning Commission of the City of McKinney, Texas met in regular session in the Council Chambers of the Municipal Building on Tuesday, July 14, 2015 at 6:00 p.m.

City Council Present: Mayor Pro Tem Travis Ussery

Commission Members Present: Chairman Rick Franklin, Vice-Chairman Matt Hilton, Jim Gilmore, Deanna Kuykendall, Mark McReynolds, Dick Stevens, and Eric Zepp

Alternate Commission Member Absent: Cameron McCall

Staff Present: Assistant Director of Development Services Rick Leisner, Director of Planning Michael Quint, Planning Managers Brandon Opiela and Matt Robinson, Planner II Samantha Pickett, Planners Eleana Galicia and Aaron Bloxham, and Administrative Assistant Terri Ramey

There were approximately 20 guests present.

Chairman Franklin called the regular meeting to order at 6:00 p.m. after determining a quorum was present.

Chairperson Franklin explained the format and procedures of the meeting, as well as the role of the Commission. He announced that some of the items considered by the Commission on this date would be only heard by the Planning and Zoning Commission and others would be forwarded on to City Council. Chairperson Franklin stated that he would advise the audience if the case will go on to City Council or be heard only by the Planning and Zoning Commission. He stated that guests would need to limit their remarks to three minutes and speak only once. Chairperson Franklin explained that there is a timer located on the podium, and when one minute of the speaker's time is remaining, the light will switch from yellow to red and a buzzer will sound. He asked that everyone treat others with respect, be concise in all comments, and avoid over talking the issues.

Chairman Franklin continued the meeting with the Consent Items.

The Commission unanimously approved the motion by Commission Member Stevens, seconded by Commission Member McReynolds, to approve the following six Consent items, with a vote of 7-0-0.

15-657 Minutes of the Planning and Zoning Commission Work Session of June 23, 2015

15-658 Minutes of the Planning and Zoning Commission Regular Meeting of June 23, 2015

15-145PF Consider/Discuss/Act on a Preliminary-Final Plat for Lots 1 and 2, Block A, of the McKinney Ranch Parkway Avalon Memory Care Addition, Located Approximately 1,600 Feet West of Lake Forest Drive and on the South Side of McKinney Ranch Parkway

14-331SU3 Consider/Discuss/Act on a Specific Use Permit Extension for a Restaurant with Drive-Through Window, Located on the South Side of Eldorado Parkway and Approximately 220 Feet East of Ridge Road

14-332SU3 Consider/Discuss/Act on a Specific Use Permit Extension for a Restaurant with Drive-Through Window, Located on the South Side of Eldorado Parkway and Approximately 550 Feet East of Ridge Road

14-333SU3 Consider/Discuss/Act on a Specific Use Permit Extension for a Restaurant with Drive-Through Window, Located on the South Side of Eldorado Parkway and Approximately 700 Feet East of Ridge Road

END OF CONSENT

Chairman Franklin continued the meeting with the Regular Agenda Items and Public Hearings on the agenda.

15-160Z Conduct a Public Hearing to Consider/Discuss/Act on a Request to Rezone the Subject Property from "PD" - Planned Development District and "CC" - Corridor Commercial Overlay District to "C2" - Local Commercial District and "CC" - Corridor Commercial Overlay District, Located on the Northeast Corner of Custer Road and U.S. Highway 380 (University Drive) (REQUEST TO BE TABLED)

Ms. Samantha Pickett, Planner II for the City of McKinney, explained that Staff recommends that the public hearing be closed and the item tabled to the July 28, 2015 Planning and Zoning Commission meeting due to a Staff noticing error. She stated that Staff would re-notice prior to an upcoming Planning and Zoning Commission meeting.

Chairman Franklin opened the public hearing and called for comments. There being none, on a motion by Vice-Chairman Hilton, seconded by Commission Member Gilmore, the Commission voted unanimously to close the public hearing and table the

proposed rezoning request to the July 28, 2015 Planning and Zoning Commission meeting as recommended by Staff, with a vote of 7-0-0.

15-159Z Conduct a Public Hearing to Consider/Discuss/Act on a Request to Rezone the Subject Property from "PD" - Planned Development District and "CC" - Corridor Commercial Overlay District to "C2" - Local Commercial District and "CC" - Corridor Commercial Overlay District, Located on the Southeast Corner of Stonebridge Drive and U.S. Highway 380 (University Drive)

Ms. Eleana Galicia, Planner I for the City of McKinney, explained the proposed rezoning request. She stated that Staff recommends approval of the proposed rezoning request and offered to answer questions.

Commission Member Gilmore asked about the proposed zoning changes to the property and how it was different from what was currently approved. Ms. Galicia stated that a layout was tied down with the current zoning ordinance on the property and the applicant wanted to have it removed and the property rezoned to similar allowed commercial uses. Mr. Michael Quint, Director of Planning for the City of McKinney, stated that the proposed zoning would generally be consistent with the current zoning on the property; however, there could be some changes on allowable uses on the property.

Mr. Matt Moore, Claymoore Engineering, 1903 Central Dr., Bedford, TX, briefly explained the proposed rezoning request and offered to answer questions. There were none.

Chairman Franklin opened the public hearing and called for comments. There being none, on a motion by Commission Member Stevens, seconded by Commission Member McReynolds, the Commission voted unanimously to close the public hearing and recommend approval of the rezoning request as recommended by Staff, with a vote of 7-0-0.

Chairman Franklin stated that the recommendation of the Planning and Zoning Commission will be forwarded to the City Council meeting on August 3, 2015.

15-161SUP Conduct a Public Hearing to Consider/Discuss/Act on a Specific Use Permit Request for a Private Club (The Pub), Located at 204 W. Virginia Street

Mr. Matt Robinson, Planning Manager for the City of McKinney, explained the proposed specific use permit request. He stated that specific use permits were non-

transferrable. Mr. Robinson explained that there was a change in The Pub's ownership; therefore, the new owner was requesting approval of a new specific use permit to keep operating the private club. He stated that Staff recommends approval of the proposed specific use permit for a private club and offered to answer questions. There were none.

The applicant was not present at the meeting.

Chairman Franklin opened the public hearing and called for comments. There being none, on a motion by Commission Member Gilmore, seconded by Vice-Chairman Hilton, the Commission voted unanimously to close the public hearing and recommend approval of the specific use permit as conditioned in the Staff report, with a vote of 7-0-0.

Chairman Franklin stated that the recommendation of the Planning and Zoning Commission will be forwarded to the City Council meeting on August 3, 2015.

Chairman Franklin stepped down on the following item # 15-164SP due to a possible conflict of interest.

Vice-Chairman Hilton continued the meeting.

15-164SP Conduct a Public Hearing to Consider/Discuss/Act on a Site Plan for Lake Forest Office Building, Located Approximately 650 Feet South of U.S. Highway 380 (University Drive) and on the East Side of Lake Forest Drive

Ms. Eleana Galicia, Planner I for the City of McKinney, explained the proposed site plan request and associated variances. She stated that Staff recommends approval of the proposed site plan and associated variances as conditioned in the Staff report. Ms. Galicia offered to answer questions. There were none.

Mr. Jonathan Hake, Cross Engineering, 131 S. Tennessee St., McKinney, TX, explained the proposed site plan request and associated variances. He stated that they were proposing the same screening device as Phase I of the project. He offered to answer questions. There were none.

Vice-Chairman Hilton opened the public hearing and called for comments. There being none, on a motion by Commission Member McReynolds, seconded by Commission Member Stevens, the Commission voted to close the public hearing and

approved of the proposed site plan request and associated variances as conditioned in the Staff report, with a vote of 6-0-1. Chairman Franklin abstained.

Chairman Franklin returned to the meeting.

Commission Member Zepp stepped down on the following item # 15-105SP due to a possible conflict of interest.

15-105SP Conduct a Public Hearing to Consider/Discuss/Act on a Site Plan and Facade Plans for a Medical Office Development (Methodist Hospital Professional Office Buildings), Located on the Northwest Corner of Eldorado Parkway and Stonebridge Drive

Ms. Eleana Galicia, Planner I for the City of McKinney, explained the proposed site plan request and proposed facade plans. She stated that site plans were normally approved by Staff; however, the governing planned development district required that the proposed architectural elevations for the medical office buildings be approved by the Planning and Zoning Commission during site plan approval and must generally conform to the character of the renderings provided in the governing ordinance. Ms. Galicia stated that the applicant planned to build three medical office buildings. She stated that Staff recommends approval of the proposed site plan and proposed facade plans as conditioned in the Staff report. Ms. Galicia offered to answer questions. There were none.

Mr. Jerry Huffman, 5880 Ashmill Dr., Plano, TX, offered to answer questions. There were none.

Chairman Franklin opened the public hearing and called for comments. There being none, on a motion by Commission Member Kuykendall, seconded by Vice-Chairman Hilton, the Commission voted to close the public hearing and approved the proposed site plan request and proposed facade plans as conditioned in the Staff report, with a vote of 6-0-1. Commission Member Zepp abstained.

Commission Member Zepp returned to the meeting.

15-155SP Conduct a Public Hearing to Consider/Discuss/Act on a Site Plan for Sewell Audi of McKinney, Located Approximately 1,500 West of Stacy Road and on the North Side of State Highway 121

Mr. Aaron Bloxham, Planner I for the City of McKinney, explained the proposed site plan request and associated variances. He stated that site plans could typically be approved by Staff; however, the ordinance requires that the site plan be approved by

the Planning and Zoning Commission and City Council. Mr. Bloxham stated that the applicant was also requesting variances for a prefinished welded wire mesh fence, as an alternate screening device, and a loading space to be located outside the 25' that was typically required, which must be considered by the Planning and Zoning Commission and City Council for approval. He stated that Staff recommends approval of the proposed site plan and associated variances as conditioned in the Staff report. Mr. Bloxham offered to answer questions.

Commission Member Gilmore asked about the loading space. Mr. Bloxham explained where the loading space would be located on the property.

Mr. John O'Connor, Sewell Automotive Companies, 3860 W. Northwest Highway, Dallas, TX, offered to answer questions. There were none.

Chairman Franklin opened the public hearing and called for comments. There being none, on a motion by Commission Member Stevens, seconded by Commission Member McReynolds, the Commission unanimously voted to close the public hearing and recommend approval of the proposed site plan request and associated variances as conditioned in the Staff report, with a vote of 7-0-0.

Chairman Franklin stated that the recommendation of the Planning and Zoning Commission will be forwarded to the City Council meeting on August 3, 2015.

15-155FR Conduct a Public Hearing to Consider/Discuss/Act on a Facade Plan Appeal for Sewell Audi of McKinney, Located Approximately 1,500 feet West of Stacy Road and on the North Side of State Highway 121

Mr. Aaron Bloxham, Planner I for the City of McKinney, explained the proposed facade plan appeal. He briefly discussed the proposed architectural elevations for the project. Material samples were distributed to the Commission Members to inspect. Mr. Bloxham stated that Staff recommends approval of the proposed architectural elevations and offered to answer questions. There were none.

Mr. Carl Sewell, Sewell Automotive Companies, 3860 W. Northwest Highway, Dallas, TX, explained the proposed facade plan and gave a brief history of their business. He stated that his Great, Great, Great Grandfather was Collin McKinney. Mr. Sewell stated that they plan to support the community and offered to answer questions.

Commission Member McReynolds complemented Mr. Sewell on the renderings. Mr. Sewell stated that Gensler was doing the work on the building and gave a brief history of other work that they had completed. He stated that Gensler was the largest architectural firm in the world and American based.

Commission Member Gilmore stated that he was excited to see the Sewell dealership come to McKinney.

Chairman Franklin opened the public hearing and called for comments. There being none, on a motion by Commission Member Stevens, seconded by Commission Member McReynolds, the Commission unanimously voted to close the public hearing and approve the proposed architectural elevations, with a vote of 7-0-0.

15-123FR2 Conduct a Public Hearing to Consider/Discuss/Act on a Facade Plan Appeal for Mercedes-Benz of McKinney, Located on the Southeast Corner of Bray Central Drive and U.S. Highway 75 (North Central Expressway)

Ms. Eleana Galicia, Planner I for the City of McKinney, explained the proposed facade plan appeal. She briefly discussed the proposed architectural elevations for the project. Ms. Galicia also briefly discussed the architectural renderings that were included in the Staff report for informational purposes only. She stated that Staff recommends approval of the proposed architectural elevations and offered to answer questions. There were none.

Mr. Byung Yoo, 680 Darlington Circle, Atlanta, GA, offered to answer questions. There were none.

Commission Member Stevens stated that the Sewell Audi of McKinney and Mercedes-Benz of McKinney projects showed that McKinney can have specific architectural requirements and not settle for anything less. He said that the applicants have been more than willing to come up with beautiful sites and very expensive construction without asking for a lot of variances. Commission Member Stevens stated that he looked forward to seeing similar construction built in McKinney in the future.

Chairman Franklin opened the public hearing and called for comments. There being none, on a motion by Commission Member Kuykendall, seconded by Vice-Chairman Hilton, the Commission unanimously voted to close the public hearing and approve the proposed architectural elevations, with a vote of 7-0-0.

15-130PFR Conduct a Public Hearing to Consider/Discuss/Act on a Preliminary-Final Replat for Lots 1R - 5R, Block A, of the Vigor-Eldorado Addition, Located on the South Side of Eldorado Parkway and on the East Side of Ridge Road

Ms. Samantha Pickett, Planner II for the City of McKinney, explained the proposed preliminary-final replat. She stated that Staff recommends approval of the proposed preliminary-final replat as conditioned in the Staff report and offered to answer questions. There were none.

The applicant was not present at the meeting.

Chairman Franklin opened the public hearing and called for comments. There being none, on a motion by Vice-Chairman Hilton, seconded by Commission Member McReynolds, the Commission voted unanimously to close the public hearing and approve the proposed preliminary-final replat as conditioned in the Staff report, with a vote of 7-0-0.

Chairman Franklin stated that the Planning and Zoning Commission was the final approval authority for the proposed preliminary-final replat.

15-141SUP Conduct a Public Hearing to Consider/Discuss/Act on a Specific Use Permit Request for a Mini-Warehouse Facility (Jenkins Self Storage), Located Approximately 550 Feet East of Custer Road and on the North Side of Stacy Road

Ms. Samantha Pickett, Planner II for the City of McKinney, explained that the applicant had withdrawn the application for this request; therefore, no further action was necessary.

15-166M Conduct a Public Hearing to Consider/Discuss/Act on a Request by the City of McKinney to Modify Section 146-135 (Landscape Requirements) of the Zoning Regulations Pertaining to Landscaping at Airports

Mr. Michael Quint, Director of Planning for the City of McKinney, explained the proposed amendments to Chapter 146 of the Zoning Ordinance. He stated that Staff was recommending approval and offered to answer questions.

Commission Member Stevens asked if the proposed amendments would pertain to Aero Country Airport. Mr. Quint stated that he thought that airport was privately owned and publicly used, so it would not qualify for this exception.

Commission Member Zepp asked if the Federal Aviation Administration (FAA) had similar regulations. Mr. Quint stated that the Federal Aviation Administration (FAA)

had several recommendations in field manuals and guidelines; however, he was not aware of them having anything mandatory. Mr. Quint stated that he worked closely with the City of McKinney Airport Staff on these amendments.

Chairman Franklin opened the public hearing and called for comments. There being none, on a motion by Commission Member Kuykendall, seconded by Vice-Chairman Hilton, the Commission unanimously voted to close the public hearing and recommend approval of the proposed ordinance amendments as listed in the Staff report, with a vote of 7-0-0.

Chairman Franklin stated that the recommendation of the Planning and Zoning Commission will be forwarded to the City Council meeting on August 3, 2015.

END OF THE REGULAR AGENDA ITEMS AND PUBLIC HEARINGS

There being no further business, Chairman Franklin declared the meeting adjourned at 6:40 p.m.

RICK FRANKLIN
Chairman



15-776

TITLE: Consider/Discuss/Act on an Ordinance to Modify the Reduced Speed School Zone Times at Baker Elementary Within the Prosper ISD Area

COUNCIL GOAL: Operational Excellence

MEETING DATE: August 18, 2015

DEPARTMENT: Development Services / Engineering

CONTACT: Robyn Root, P.E., P.T.O.E., Traffic Engineer
Gary Graham, P.E., P.T.O.E., Transportation and CIP Engineering Manager

RECOMMENDED CITY COUNCIL ACTION:

- Approval of the Ordinance

ITEM SUMMARY:

- This Ordinance will modify the time period of the reduced speed school zone for the Baker Elementary school zones.

BACKGROUND INFORMATION:

- City Staff was informed on August 6, 2015 that Prosper ISD has changed the school class times for the upcoming school year.
- This change will require a modification in the daily time period that the reduced speed zone is active each day for Baker Elementary.
- The morning reduced speed school zone time period will be established to begin 45 minutes before the beginning of school and end 15 minutes after the morning arrival time. The afternoon reduced speed school zone time period will begin 15 minutes before the dismissal of school and will end 45 minutes after the dismissal time.
- The new time periods will be 7:00 am to 8:00 am and 2:30 pm to 3:30 pm.

FINANCIAL SUMMARY:

- The budget to cover the installation of the signs associated with this item is available in the Public Works operating budget.

BOARD OR COMMISSION RECOMMENDATION:

- N/A

SUPPORTING MATERIALS:

[Ordinance](#)

[Location Map](#)

ORDINANCE NO. 2015-08-____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS MODIFYING REDUCED SPEED SCHOOL ZONE TIMES AT BAKER ELEMENTARY SCHOOL IN MCKINNEY; AMENDING THE CODE OF ORDINANCES, CITY OF MCKINNEY, TEXAS; PROVIDING FOR PUBLICATION OF THE CAPTION OF THE ORDINANCE, EFFECTIVE DATE HEREOF AND A PENALTY CLAUSE

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

Section 1. The City Council of the City of McKinney, Texas hereby amends 62-330 which will read as follows:

Sec 62-330. Same – Speed.

The speed limit for vehicles traveling the streets within the Baker Elementary School zones during the hours of 7:00 a.m. to 8:00 a.m. and 2:30 p.m. to 3:30 p.m., school days, shall be 20 miles per hour maximum.

Section 2. This Ordinance shall become effective from and after the date of its final passage and publication as provided by law, after all the necessary signs and markings have been installed, and it is accordingly so ordained.

Section 3. Any person who violates any provisions of this Ordinance shall be guilty of a misdemeanor and, upon conviction, shall be subject to a fine not to exceed two thousand dollars (\$2000).

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS ON THE 18th DAY OF AUGUST, 2015.

CITY OF MCKINNEY, TEXAS

BRIAN LOUGHMILLER
Mayor

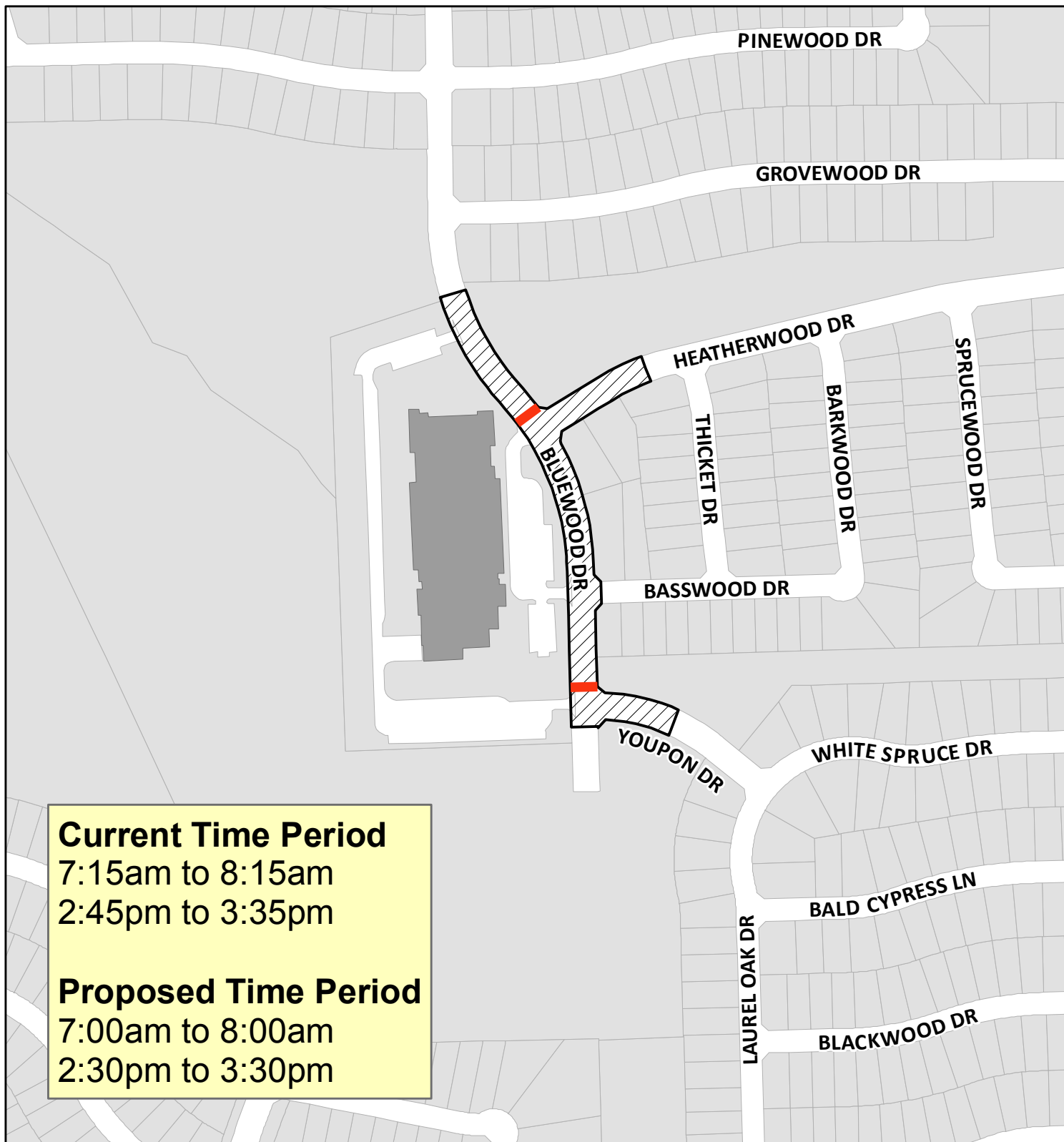
CORRECTLY ENROLLED:

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

DATE: _____

APPROVED AS TO FORM:

MARK S. HOUSER
City Attorney



Current Time Period

7:15am to 8:15am
2:45pm to 3:35pm

Proposed Time Period



7:00am to 8:00am
2:30pm to 3:30pm

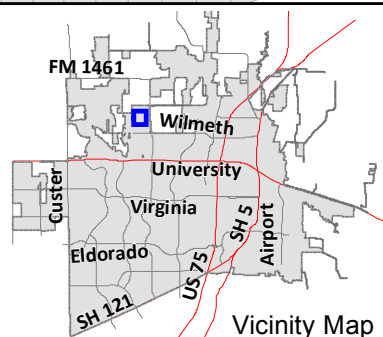


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Proposed School Zone Times For Baker Elementary

-  Crosswalks
-  School Zone





15-777

TITLE:

Consider/Discuss/Act on a Resolution Authorizing the Interim City Manager to Enter into an Interlocal Agreement with North Texas Municipal Water District (NTMWD) for the Reimbursement of Costs Pursuant to a Modification of a Texas Commission on Environmental Quality (TCEQ) Permit on a Certain 4.812 Acre Tract of Land Situated in the S. McFarland Survey, Abstract No. 558

COUNCIL GOAL: Direction for Strategic Growth

MEETING DATE: August 18, 2015

DEPARTMENT: Development Services / Engineering

CONTACT: Mark Hines, PE, Director of Engineering

RECOMMENDED CITY COUNCIL ACTION:

- Approval of the Resolution

ITEM SUMMARY:

- The item authorizes an Interlocal Agreement (attached) with NTMWD for the reimbursement of costs to modify TCEQ permit and to relocate infrastructure associated with the construction of FM 546.

BACKGROUND INFORMATION:

- TxDOT is planning to construct an extension of FM 546 from Highway 5 to Airport Drive and is seeking to purchase a 4.812 acre parcel from the City. The subject 4.812 acre parcel is part of the former Landfill operated by NTMWD. NTMWD has a non-exclusive easement on said parcel to perform post-closure obligations under a TCEQ permit.
- Due to the construction of FM 546 and proposed sale of the 4.812 acre tract of land to TxDOT, NTMWD must modify its permit with TCEQ. NTMWD provided TxDOT with a cost estimate of \$116,061.00 to conduct a survey, reduce the permit boundary, and relocate various infrastructure within the new permit boundary.
- TxDOT's offer to the City for the purchase of the 4.812 acre parcel included

\$116,061.00 as a cost to cure based on NTMWD's estimates. The City will reimburse NTMWD for actual expenses up to, but not exceeding that amount. Any additional costs over the estimate will be borne by NTMWD.

- Contingent on approval by NTMWD of the attached Interlocal Agreement, the City and NTMWD desire to enter into said Interlocal Agreement to reimburse NTMWD for certain costs incurred in the permit modification and paid from funds paid to the City by TxDOT.

FINANCIAL SUMMARY:

- \$116,061.00 for "cost to cure" received from TxDOT and included in the purchase price of the 4.812 acre parcel will be used to reimburse NTMWD their estimated \$116,061.00 for costs associated with the TCEQ permit modification.

SUPPORTING MATERIALS:

[Resolution](#)

[Location Map](#)

[Interlocal Agreement](#)

RESOLUTION NO. 2015-08-____(R)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS, AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE NORTH TEXAS MUNICIPAL WATER DISTRICT FOR REIMBURSEMENT OF COSTS PURSUANT TO A MODIFICATION OF A TCEQ SOLID WASTE PERMIT ON A CERTAIN 4.812 ACRE TRACT OF LAND SITUATED IN THE S. MCFARLAND SURVEY, ABSTRACT NO. 558

WHEREAS, the City and North Texas Municipal Water District (NTMWD) entered into a lease and easement agreement (Landfill Agreement) dated September 28, 1993, whereby the City leased a certain 168.92 acre tract situated in Collin County (Landfill Tract) to NTMWD for the operation of a municipal solid waste landfill, and entered into certain agreements regarding the operation, closure, and post-closure of the Landfill; and

WHEREAS, NTMWD has a non-exclusive easement to and on the Landfill Tract to fulfill any closure and post-closure obligation under a TCEQ permit pursuant to the Landfill Agreement; and

WHEREAS, NTMWD has obtained a “closed” status designation from TCEQ for the landfill, but has continuing monitoring and other obligations under a TCEQ permit; and

WHEREAS, the State of Texas, acting through TxDOT is seeking to acquire an approximate 4.812 acre tract of land (Parcel 4) from the City, out of the Landfill Tract, for use as Right-of-Way and related infrastructure for an expansion and construction of FM 546; and

WHEREAS, NTMWD must obtain a permit modification from TCEQ due to the City’s proposed sale of the 4.812 acre tract of land to TxDOT; and

WHEREAS, TxDOT’s appraisal and offer to the City for the 4.812 acre tract of Right-of-Way includes payment to the City for NTMWD’s estimated costs associated with the TCEQ permit modification and relocation of infrastructure.

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 hereby authorizes the Interim City Manager to enter into an Interlocal Agreement with the North Texas Municipal Water District.

Section 2. 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 18th DAY OF AUGUST, 2015.

CITY OF MCKINNEY, TEXAS

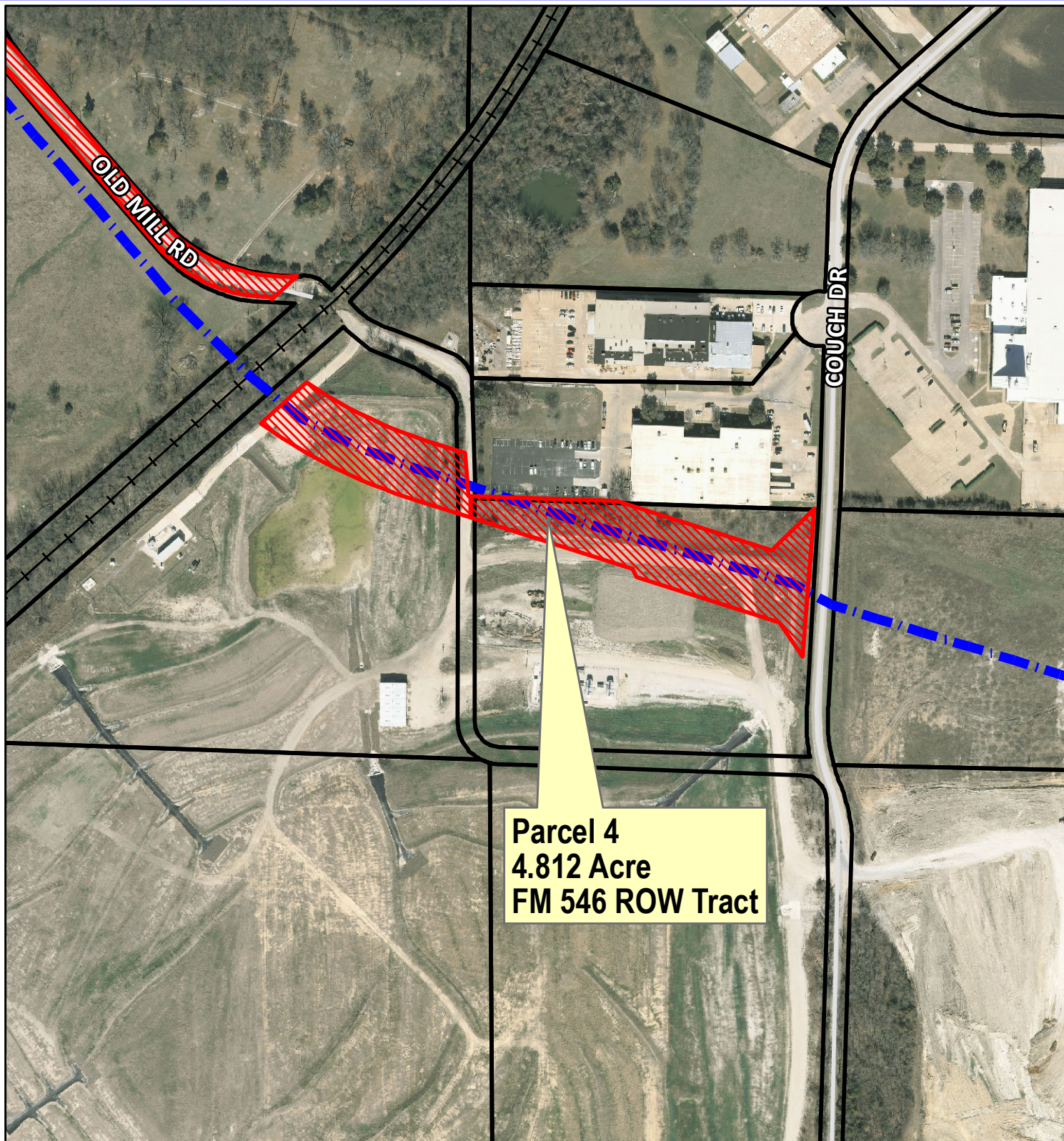
BRIAN LOUGHMILLER
Mayor

ATTEST:

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

APPROVED AS TO FORM:

MARK S. HOUSER
City Attorney



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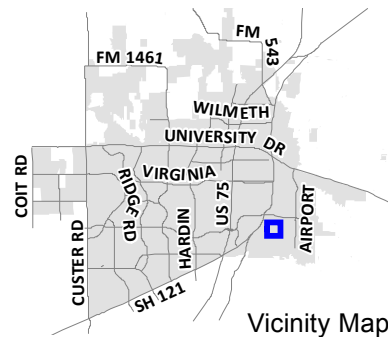
Location Map



Proposed ROW



Proposed FM 546



INTERLOCAL AGREEMENT

CITY OF MCKINNEY, TEXAS

and

NORTH TEXAS MUNICIPAL WATER DISTRICT

for the

Reimbursement of Costs Pursuant to TCEQ Permit Modification on a Certain \pm 4.812 acre Tract of Land Situated in the S. McFarland Survey, Abstract No. 558.

This Interlocal Agreement for the reimbursement of costs pursuant to modification of a TCEQ solid waste permit on a certain \pm 4.812 acre tract of land situated in the S. McFarland Survey, Abstract No. 558 (the “**Agreement**”) is entered into between the ***City of McKinney, Texas*** (the “**City**”) and the ***North Texas Municipal Water District*** (“NTMWD” or the “**District**”) (collectively the “**Parties**” or “**parties**” or individually referred to as the “**Party**” or “**party**”) and this Agreement shall be effective on the date it is executed by the latter of the Parties hereto (“**Effective Date**”).

R E C I T A L S

WHEREAS, The Parties entered into a September 28, 1993 Lease and Easement Agreement (“***Landfill Agreement***”) whereby City, as the owner of a certain \pm 168.92 acre tract situated in Collin County (“***Landfill Tract***”) leased the Landfill Tract to NTMWD for the operation of municipal solid waste landfill, and entered into certain agreements regarding the operation, closure, and post-closure of the McKinney Landfill; and

WHEREAS, NTMWD operated a permitted solid waste landfill on the Landfill Tract under a Solid Waste Permit (No. 568-A) from the Texas Commission on Environmental Quality (“TCEQ”); and

WHEREAS, NTMWD has obtained a “closed” status designation from TCEQ for the landfill; but has continuing monitoring and other obligations under the TCEQ permit; and

WHEREAS, NTMWD now has a non-exclusive easement to and on the Landfill Tract to fulfill any closure and post-closure obligation under the TCEQ permit pursuant to the Landfill Agreement (as amended from time-to-time); and

WHEREAS, the State of Texas, acting through TxDOT is seeking to acquire a \pm 4.812 acre tract of land (“***Parcel 4***”) out of the Landfill Tract for use as right-of-way and related infrastructure for an expansion and construction of Farm-to-Market Road 546; and

WHEREAS, NTMWD is currently in the process of seeking a modification of the terms of the solid waste permit from TCEQ; and

WHEREAS, the permit modifications sought will require, *inter alia*, relocation of a portion of the perimeter fence, relocation of gas wells, monitoring of water wells, and a survey; and

WHEREAS, the City has agreed to delay closing and transfer of title on Parcel 4 until after NTMWD completes the permit modification process with TCEQ by negotiating a possession and use agreement with TxDOT; and

WHEREAS, the City has agreed to reimburse NTMWD for certain costs incurred in the permit modifications from the funds paid to the City by TxDOT.

NOW, THEREFORE, in consideration of the above recitals, the mutual promises that follow and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

ARTICLE 1

Definitions

1.1 **Effective Date Defined.** The date upon which the last of the Parties executes this Agreement is referred to as the “**Effective Date**”.

1.2 **Parcel 4 Defined.** The \pm 4.812 Land to be sold to TxDOT, together with all improvements now or hereafter constructed thereon, and subject to the District’s easement established in the Landfill Agreement, (as amended), is referred to as “**Parcel 4**,” said premises being more particularly described in **Exhibit A**.

ARTICLE 2

2.1 **Reimbursement.** The City agrees to reimburse the District for actual expenses incurred from the modification of the TCEQ permit, subject to the limit set forth in Section 2.3, *infra*.

2.2 **Permitted Expenses.** Expenses eligible for reimbursement will be limited to the following (1) monitoring of water wells (in the anticipated amount of \$25,706); (2) relocation of a portion of perimeter fence, drilling wells, and filling and abandoning gas wells (in the estimated amount of \$88,155), and (3) a survey to establish revised perimeter boundaries (in the estimated amount of \$2,200). All other expenses, including but not limited to permit fees, professional legal, engineering, or accounting fees, or other expenses not expressly approved herein, shall be borne solely by the District.

2.3 **Maximum Reimbursement Amount.** Notwithstanding anything to the contrary herein, the maximum amount that the City will reimburse the District is the aggregate of the estimated permitted expenses which is one hundred sixteen thousand and sixty-one and no/100 dollars (\$116,061.00), and the District shall be solely responsible for any costs in excess of this maximum amount.

2.4 **Receipts Required** The District agrees to provide the City with proof of the permitted expense amounts within thirty (30) days of incurring the same. The City will provide payment to the District within thirty (30) days of receipt of a permitted expense, subject to the limitations of Section 2.3, *supra*.

2.5 **Reimbursement Deemed Full Compensation** The District acknowledges that reimbursement under this Article shall constitute full and fair compensation for any taking of any interest in real property that the District may incur as a result of the sale or condemnation of Parcel 4, including but not limited to any value of any portion of the District's easement established through the Landfill Agreement (as modified).

ARTICLE 3

3.1 **Conveyance of Parcel 4** In consideration of the District's ongoing permit modification, and recognizing the difficulties and delay that could result from a change in ownership of Parcel 4 during the pendency of the permit modification, the City agrees to not voluntarily transfer ownership of Parcel 4 to TxDOT until the earlier of: (1) TCEQ approval of the District's permit modification; or (2) one (1) year from the effective date of this Agreement.

3.2 **Subject to Eminent Domain**. The Parties acknowledge that this Article is subject to the exercise of eminent domain powers by TxDOT or any other entity with eminent domain powers.

ARTICLE 4

Miscellaneous

4.1 **Notices**. Any notice provided for or permitted to be given hereunder must be in writing and may be given by (i) depositing same in the United States Mail, postage prepaid, registered or certified, with return receipt requested, addressed as set forth in this Section, (ii) delivering the same to the party to be notified via hand delivery or local courier service, or (iii) delivering the same via a nationally recognized overnight courier service. Notice given in accordance herewith shall be effective upon receipt or refusal at the address of the addressee, as evidenced by the executed postal receipt or other receipt or refusal for delivery. For purposes of notice relating to all matters, the addresses of the parties hereto shall, until changed, be as follows:

City: City of McKinney
222 N. Tennessee Street
McKinney, Texas 75069

Attn: Tom Muehlenbeck

With a copy to: Mark S. Houser
740 E. Campbell, Suite 800
Richardson, TX 75081

District: North Texas Municipal Water District

505 East Brown St.
Wylie, Texas 75098

The parties hereto shall have the right from time to time to change their respective addresses for purposes of notice hereunder to any other location within the United States by giving a notice to such effect in accordance with the provisions of this Section.

4.2 **Dispute Resolution.** Prior to filing any actions in any court of law with respect to a dispute concerning this Agreement, the Parties shall endeavor to resolve the dispute through mediation. Should the Parties be unable to resolve the dispute via mediation within thirty (30) days after a Party first notifies the other of its desire to mediate, then the Parties shall be free to file any actions in any court of competent jurisdiction.

4.3 **Modification and Non-Waiver.** No variations, modifications or changes herein or hereof shall be binding upon any party hereto unless set forth in writing executed by both parties hereto. No waiver by either party of any breach or default of any term, condition or provision hereof shall be deemed a waiver of any other or subsequent breaches or defaults of any kind, character or description under any circumstance. No waiver of any breach or default of any term, condition or provision hereof shall be implied from any action of any party, and any such waiver, to be effective, shall be set out in a written instrument signed by the waiving party.

4.4 **Governing Law.** This Agreement, the entire relationship of the parties hereto, and any litigation between the parties (whether grounded in contract, tort, statute, law or equity) shall be governed by, construed in accordance with, and interpreted pursuant to the laws of the State of Texas and venue shall be in Collin County, Texas.

4.5 **Number and Gender; Caption; References.** Pronouns, wherever used herein, and of whatever gender, shall include natural persons and corporations and associations of every kind and character, and the singular shall include the plural wherever and as often as may be appropriate. Article and section headings in this Agreement are for convenience of reference and shall not affect the construction or interpretation of this Agreement. Whenever the terms "hereof," "hereby," "herein" or words of similar import are used in this Agreement they shall be construed as referring to this Agreement in its entirety rather than to a particular section or provision, unless the context specifically indicates to the contrary. Any reference to a particular "Article" or "Section" shall be construed as referring to the indicated article or section of this Agreement. Whenever placed before one or more items, the words "include," "includes," and "including" shall mean considered as part of a larger group, and not limited to the item(s) recited.

4.6 **Exhibits.** All exhibits and addenda attached hereto are incorporated herein for all purposes.

4.7 **Severability.** If any provision of this Agreement or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, and the basis of the bargain between the parties hereto is not destroyed or rendered ineffective thereby, the remainder of this Agreement, or the application of such provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

4.8 **Relation of Parties.** Nothing in this Agreement shall be construed to make City and District partners or joint venturers or to render either party hereto liable for any obligation of the other.

4.9 **Entire Agreement.** This Agreement constitutes the entire agreement of the parties hereto with respect to its subject matter, and all prior agreements with respect thereto are merged herein. Any agreements entered into between City and District of even date herewith are not, however, merged herein. In entering into this Agreement, each Party agrees it is relying solely on its own judgment and not any statement by the other Party.

4.10 **Recordation.** City and District will, at the request of the other, promptly execute a memorandum of the Agreement, setting forth the principal terms thereof which shall be filed for record in the Office of the County Clerk of Collin County, Texas, or at the request of either party this Agreement shall be so filed for record.

4.11 **Successors and Assigns.** This Agreement shall constitute a real right and covenant running with the Premises, and, subject to the provisions hereof pertaining to District's rights to assign, sublet or encumber, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Whenever a reference is made herein to either party, such reference shall include the party's successors and assigns.

4.12 **City's Joinder.** City agrees to join with District in the execution of such applications for permits and licenses from any governmental authority as may be reasonably necessary or appropriate to effectuate the intents and purposes of this Agreement, provided that no such application shall constitute an encumbrance of or with respect to the Premises, and City shall not incur any cost or expense or become liable for any obligation as a result thereof.

4.13 **No Third Parties Benefitted.** The terms and provisions of this Agreement are for the sole benefit of City and District, and no third party is intended to benefit herefrom.

4.14 **Survival.** Any terms and provisions of this Agreement pertaining to rights, duties or liabilities extending beyond the expiration or termination of this Agreement shall survive the end of the Term.

4.15 **Transfer of City's Interest.** District may not transfer its interest in the Parcel 4 or in this Agreement without the prior written consent of City.

4.16 **City and District Defined.** The word "**City**", as used in this Agreement, shall include the original City named in this Agreement and all persons, natural or artificial, who at any time or from time to time during the Term of this Agreement succeed to the estate of City in the Land and the interest of City under this Agreement. The word "**District**", as used in this Agreement, shall include the original District named in this Agreement and all persons, natural or artificial, who at any time or from time to time during the Term of this Agreement succeed to the estate of District in the Premises and the interest of District under this Agreement.

4.17 **Authority.** City and District hereby represent to the other that: (i) City is a duly authorized and existing municipality and District is a duly authorized and existing District district, and each is organized under the laws of the State of Texas, (ii) each has full right and authority to enter into this Agreement, (iii) each person signing on behalf of the City and District are authorized to

do so, and (iv) the execution and delivery of this Agreement by City and District will not result in any breach of, or constitute a default under any agreement or other contract or instrument to which either City or District is a party or by which either such party may be bound.

4.18 **Time of Essence.** Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.

4.19 **Holidays.** If a date for performance by either party falls on a Saturday, Sunday or on a legal holiday, such date for performance shall instead be the next following business day.

*[the remainder of this page is intentionally left blank;
signature pages to follow]*

EXECUTED as of the dates set forth below.

DISTRICT:

***NORTH TEXAS MUNICIPAL
WATER DISTRICT***
505 East Brown St.
Wylie, Texas 75098

CITY:

CITY OF MCKINNEY, TEXAS
222 N. Tennessee Street
McKinney, Texas 75069

BY: _____
NAME: _____
TITLE: _____
DATE: _____

BY: _____
TOM MUEHLENBECK
Interim City Manager
DATE: _____

ATTEST:

NAME: _____
TITLE: _____
DATE: _____

ATTEST:

SANDY HART, TRMC, MMC
City Secretary
DATE: _____

EXHIBIT A

Legal Description of the Property

Parcel 4

Depiction and Description of Fee Simple Right of Way

EXHIBIT "A"

County: Collin
Highway: Farm to Market Road 546
Station: 31+14.51 to 45+71.60
R.O.W. CSJ: 1013-01-031

Page 1 of 6
January 24, 2014

PROPERTY DESCRIPTION FOR PARCEL 4

DESCRIPTION OF A 209,618 SQUARE FOOT [4.812 ACRE] TRACT OF LAND LOCATED IN THE S. MCFARLAND SURVEY, ABSTRACT NO. 558 AND THE W.S. RICHARDSON SURVEY ABTRACT NO. 747, IN COLLIN COUNTY, TEXAS, BEING A PORTION OF A CALLED 157 ACRE TRACT, DESCRIBED AS FIRST TRACT AND A PORTION OF A CALLED 12 ACRE TRACT DESCRIBED AS SECOND TRACT IN THE DEED TO CITY OF MCKINNEY, RECORDED IN VOLUME 503, PAGE 251, DEED RECORDS OF COLLIN COUNTY, TEXAS, (D.R.C.C.T.), AS SHOWN ON A SKETCH PREPARED BY SAM, INC. FOR THIS PARCEL, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a railroad iron monument found in the common line of the east existing right-of-way line of a Dallas Area Rapid Transit Railroad (D.A.R.T.), (a 200 foot wide right-of-way) recorded in Volume 5443, Page 5532, D.R.C.C.T. and Lot 2-B-1, Block B as described in the deed to McKinney Habitat for Humanity, Inc., recorded in Document Number 20110601000558750, Official Public Records Collin County, Texas (O.P.R.C.C.T.) as shown on McKinney Industrial Park No. 2 Replat, recorded in Volume H, Page 445, Plat Records Collin County, Texas (P.R.C.C.T.);

THENCE with the east existing right-of-way line of said D.A.R.T. railroad, with the arc of a curve to the right, passing an aluminum monument stamped "Survey Point Lone Star Gas Co. Do Not Disturb" found at an arc distance of 85.81 feet for the north corner of a tract of land described as Tract 6 in the deed to Enserch Corporation, recorded in Volume 743, Page 210, D.R.C.C.T., and continuing with the arc of a curve to the right, a total arc length of 488.15 feet, through a central angle of 09°43'09", having a radius of 2,877.70 feet and a chord that bears S43°19'01"W, a distance of 487.57 feet to a calculated point in the common line of said east existing right-of-way line of the D.A.R.T. railroad and said 157 acre tract;

THENCE S48°20'57"W, with the common line of said east existing right-of-way line of D.A.R.T. railroad and said 157 acre tract, a distance of 69.46 feet to a 5/8-inch iron rod with a Texas Department of Transportation (TxDOT) aluminum cap set** in the north proposed right-of-way line of Farm to Market Road (F.M.) 546, for the **POINT OF BEGINNING** being 70.00 feet left of Baseline Station 31+47.49 and having a Texas State Plane Coordinate System, N.A.D. 83(1996 CORS, EPOCH 2002.0), North Central Zone (4202), surface coordinate of North 7,115,988.48, East 2,545,808.57;

- 1) **THENCE** crossing said 157 acre tract and with said north proposed right-of-way line of F.M. 546 with the arc of a curve to the left, an arc length of 311.75 feet, through a central angle of 16°36'07", having a radius of 1,075.92 feet, and a chord that bears S64°02'02"E, a distance of 310.67 feet to a 5/8-inch iron rod with a TxDOT aluminum cap set**;

EXHIBIT "A"

County: Collin
Highway: Farm to Market Road 546
Station: 31+14.51 to 45+71.60
R.O.W. CSJ: 1013-01-031

Page 2 of 6
January 24, 2014

PROPERTY DESCRIPTION FOR PARCEL 4

- 2) **THENCE** S72°20'05"E, crossing said 157 acre tract and with said north proposed right-of-way line of F.M. 546, a distance of 96.89 feet to a 5/8-inch iron rod with a TxDOT aluminum cap set** in the common line of said 157 acre tract and Lot 2-B-2, Block B as described in the deed to Couch Warehouse, Ltd., recorded in Document Number 99-0067165, O.P.R.C.C.T., as shown on McKinney Industrial Park No. 2 Replat, recorded in Volume H, Page 445, P.R.C.C.T. from which an aluminum monument stamped "Survey Point Lone Star Gas Co. Do Not Disturb" found for the north corner of said Tract 6, and in said east existing right-of-way line of said D.A.R.T. railroad bears, N04°31'45"W, a distance of 501.50 feet;
- 3) **THENCE** S04°31'45"E, with the common line of said 157 acre tract and said Lot 2-B-2, a distance of 102.13 feet to a calculated point for the north common corner of said 157 acre tract and said 12 acre tract and said Lot 2-B-2;
- 4) **THENCE** S88°04'35"E, with the common line of said 12 acre tract and said Lot 2-B-2, passing a 3/4-inch iron rod found at a distance of 30.30 feet and continuing a total distance of 348.55 feet to a 5/8-inch iron rod with a TxDOT aluminum cap set** in said north proposed right-of-way line of F.M. 546;
- 5) **THENCE** S72°20'05"E, crossing said 12 acre tract and with said north proposed right-of-way line of said F.M. 546, a distance of 380.59 feet to a 5/8-inch iron rod with a TxDOT aluminum cap set**;
- 6) **THENCE** N45°35'07"E, continuing to cross said 12 acre tract and with said north proposed right-of-way line of said F.M. 546, a distance of 141.20 feet to a 5/8-inch iron rod with a TxDOT aluminum cap set**;
- 7) **THENCE** N04°32'22"E, continuing to cross said 12 acre tract and with said north proposed right-of-way line of said F.M. 546, a distance of 111 feet to a 5/8-inch iron rod with a TxDOT aluminum cap set** in the common line of said 12 acre tract and said Lot 2-B-2
- 8) and the west existing right-of-way line of Couch Drive (a variable width right-of-way) as shown on Cabinet A, Page 234 P.R.C.C.T., from which a point in a telephone vault where a 1/2-inch iron rod with yellow cap stamped "2818" was previously found (now destroyed) bears N01°37'51"E, a distance of 364.29 feet;
- 9) **THENCE** S88°04'35"E, with the common line of said 12 acre tract and said Couch Drive and with said north proposed right-of-way line of said F.M. 546, a distance of 60.00 feet to a 1/2-inch iron rod found for the common corner of said 12 acre tract and said Couch Drive and Lot 1R, Block D as described in the deed to Wistron Greentech (Texas) Corporation, recorded as Document Number 20121005001267790, O.P.R.C.C.T., as shown on McKinney Industrial Park No. 2, recorded as Document No. 20080811010002890, O.P.R.C.C.T., and a called 84.714 acre tract as described in the deed to North Texas Municipal Water District, recorded in Volume 4503, Page 1610, D.R.C.C.T.;

EXHIBIT "A"

County: Collin
Highway: Farm to Market Road 546
Station: 31+14.51 to 45+71.60
R.O.W. CSJ: 1013-01-031

Page 3 of 6
January 24, 2014

PROPERTY DESCRIPTION FOR PARCEL 4

- 10) **THENCE** S00°35'07"W, with the common line of said 12 acre tract and said 84.714 acre tract, a distance of 398.06 feet to a 5/8-inch iron rod with a TxDOT aluminum cap set** being 168.38 feet right of Baseline Station 45+71.60, same being in the south proposed right-of-way line of F.M. 546, from which a 1/2" iron rod found for the southeast corner of said 12 acre tract and in the west line of said 84.714 acre tract bears, S00°35'07"W, a distance of 209.54 feet;
- 11) **THENCE** N89°24'53"W, crossing said 12 acre tract and with said south proposed right-of-way line of F.M. 546, a distance of 87.60 feet to a 5/8-inch iron rod with a TxDOT aluminum cap set**;
- 12) **THENCE** N04°32'22"E, continuing to cross said 12 acre tract and with said south proposed right-of-way line of F.M. 546, a distance of 50.81 feet to a 5/8-inch iron rod with a TxDOT aluminum cap set**;
- 13) **THENCE** N34°27'20"W, continuing to cross said 12 acre tract and with said south proposed right-of-way line of F.M. 546, a distance of 97.12 feet to a 5/8-inch iron rod with a TxDOT aluminum cap set**;
- 14) **THENCE** N72°20'05"W, continuing to cross said 12 acre tract and with said south proposed right-of-way line of F.M. 546, a distance of 350.91 feet to a 5/8-inch iron rod with a TxDOT aluminum cap set**;
- 15) **THENCE** N27°20'05"W, continuing to cross said 12 acre tract and with said south proposed right-of-way line of F.M. 546, a distance of 21.21 feet to a 5/8-inch iron rod with a TxDOT aluminum cap set**;
- 16) **THENCE** N72°20'05"W, crossing said 12 acre tract and said 157 acre tract and with said south proposed right-of-way line of F.M. 546, a distance of 554.23 feet to a 5/8-inch iron rod with a TxDOT aluminum cap set**;
- 17) **THENCE** crossing said 157 acre tract with the arc of a curve to the right, an arc length of 387.32 feet, through a central angle of 18°15'03", having a radius of 1,215.92 feet, and a chord that bears N63°12'34"W, a distance of 385.68 feet to a 5/8-inch iron rod with a TxDOT aluminum cap set** in the common line of said 157 acre tract and said east existing right-of-way line of D.A.R.T. railroad, being 70.00 feet right of the Baseline Station 31+14.51;

EXHIBIT "A"

County: Collin
Highway: Farm to Market Road 546
Station: 31+14.51 to 45+71.60
R.O.W. CSJ: 1013-01-031

Page 4 of 6
January 24, 2014

PROPERTY DESCRIPTION FOR PARCEL 4

- 18) **THENCE** N48°20'57"E, with the common line of said 12 acre tract and said east existing right-of-way line of D.A.R.T. railroad, a distance of 143.82 feet to the **POINT OF BEGINNING** and containing 209,618 square feet [4.812 acres] of land of which 28,282 square feet [0.649 acre] lies within the apparent existing right-of-way of Couch Drive (a variable width right-of-way, no record information found).

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DALLAS §

This property description is accompanied by a separate plat of even date.

All bearings are based on the Texas State Plane Coordinate System, North Central Zone, NAD 83(1996 CORS, EPOCH 2002.0).

All distances and coordinates shown are surface and may be converted to grid by dividing by a combined scale factor of 1.000152710 (0.999847313).

**The monument described and set in this call, if destroyed during construction, may be replaced with a TxDOT Type II Right of Way Marker upon completion of the highway construction project under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDOT.

The Station and Offset Information refers to the baseline described in the Control Sheet to be created 11-20-2013 for the TxDOT Right of Way Mapping Project Control-Section-Number 1013-01-031.

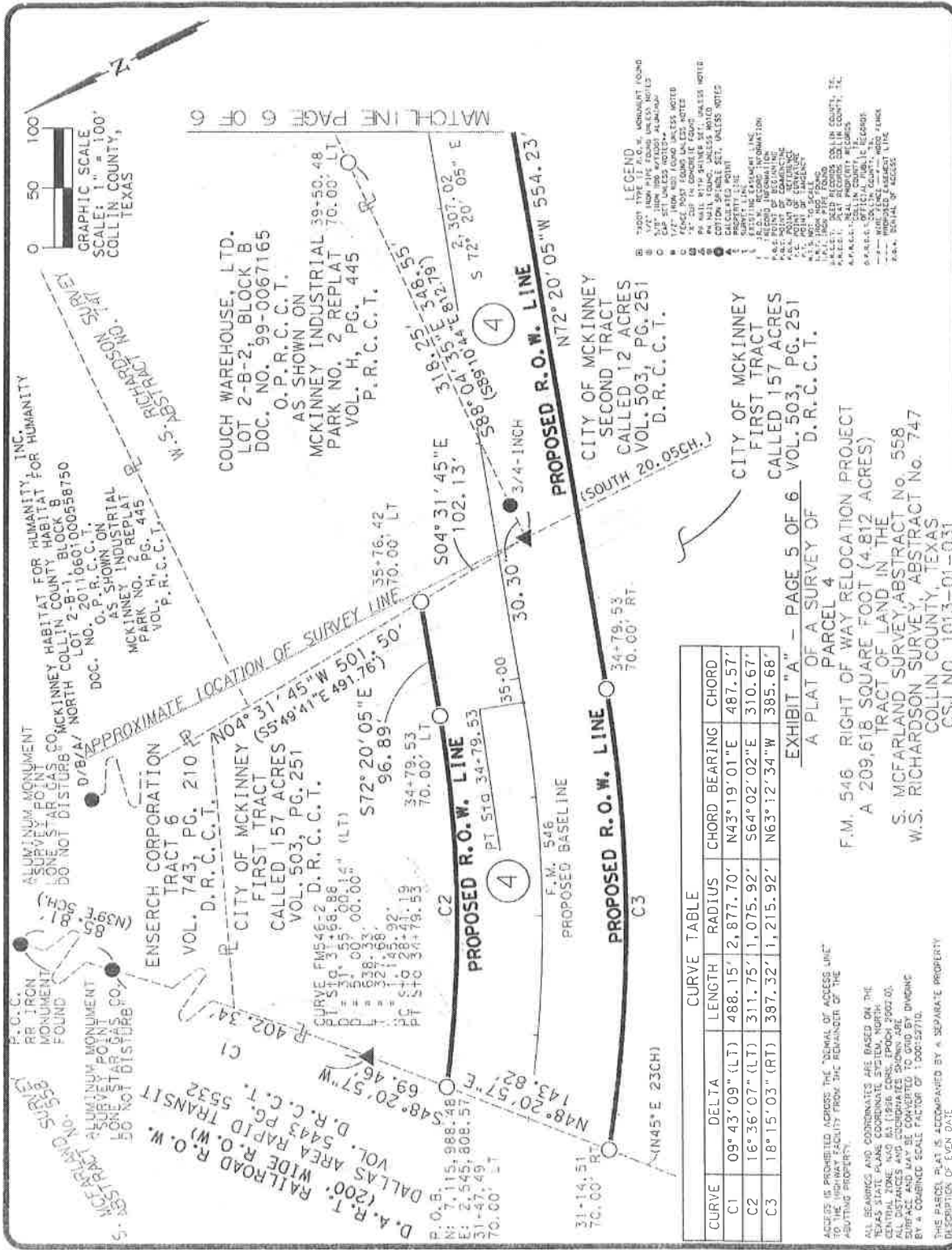
That I, Christopher B. Cox, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Dallas, Dallas County, Texas.

SURVEYING AND MAPPING, Inc.
7101 Envoy Court
Dallas, Texas 75247



Christopher B. Cox 01-24-2014 REV.
Christopher B. Cox Date
Registered Professional Land Surveyor
No. 6427 State of Texas



- LEGEND
- 1. 2000 TYPE 11 A.G.W. MONUMENT FOUND
 - 2. 1/2" IRON PIPE FOUND UNLESS NOTED
 - 3. 1/4" IRON PIPE FOUND UNLESS NOTED
 - 4. 1/2" IRON PIPE FOUND UNLESS NOTED
 - 5. 1/4" IRON PIPE FOUND UNLESS NOTED
 - 6. 1/2" IRON PIPE FOUND UNLESS NOTED
 - 7. 1/4" IRON PIPE FOUND UNLESS NOTED
 - 8. 1/2" IRON PIPE FOUND UNLESS NOTED
 - 9. 1/4" IRON PIPE FOUND UNLESS NOTED
 - 10. 1/2" IRON PIPE FOUND UNLESS NOTED
 - 11. 1/4" IRON PIPE FOUND UNLESS NOTED
 - 12. 1/2" IRON PIPE FOUND UNLESS NOTED
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 - 34. 1/2" IRON PIPE FOUND UNLESS NOTED
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 - 98. 1/2" IRON PIPE FOUND UNLESS NOTED
 - 99. 1/4" IRON PIPE FOUND UNLESS NOTED
 - 100. 1/2" IRON PIPE FOUND UNLESS NOTED

| CURVE TABLE | | | | |
|-------------|------------------|---------|-----------|------------------------|
| CURVE | DELTA | LENGTH | RADIUS | CHORD BEARING |
| C1 | 09° 43' 09" (LT) | 488.15' | 2,877.70' | N43° 19' 01" E 487.57' |
| C2 | 16° 36' 07" (LT) | 311.75' | 1,075.92' | S64° 02' 02" E 310.67' |
| C3 | 18° 15' 03" (RT) | 387.32' | 1,215.92' | N63° 12' 34" W 385.68' |

ACCESS IS PROHIBITED ACROSS THE "NORMAL OF ACCESS LINE" TO THE HIGHWAY FACILITY FROM THE REMAINDER OF THE ADJUTING PROPERTY.

ALL BEARINGS AND DISTANCES ARE BASED ON THE CENTRAL ZONE AND 1983 CONG. EPOCH 2002.00. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A CORRECTION SCALE FACTOR OF 1.00052710.

THIS PARCEL PLAT IS ACCOMPANIED BY A SEPARATE PROPERTY DESCRIPTION OF EVEN DATE.

EXHIBIT "A" - PAGE 5 OF 6
A PLAT OF A SURVEY OF
PARCEL 4
F.M. 546 RIGHT OF WAY RELOCATION PROJECT
A 209,618 SQUARE FOOT (4.812 ACRES)
TRACT OF LAND IN THE
S. MCFARLAND SURVEY, ABSTRACT NO. 558
W.S. RICHARDSON SURVEY, ABSTRACT NO. 747
COLLIN COUNTY, TEXAS
CSJ NO. 1013-01-031

COUCH WAREHOUSE, LTD.
LOT 2-B-2, BLOCK B
DOC. NO. 99-0067165
O.P.R.C.C.T.

AS SHOWN ON
MCKINNEY INDUSTRIAL
PARK NO. 2 REPLAT
VOL. H, PG. 445
P.R.C.C.T.

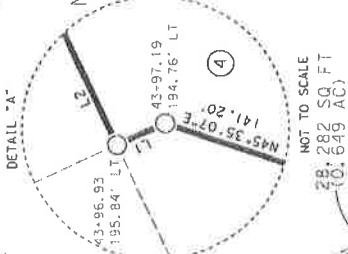
WISTRON GREENTECH (TEXAS) CORPORATION
LOT 1R, BLOCK D
DOC. NO. 20121005001267790
O.P.R.C.C.T.
AS SHOWN ON
MCKINNEY INDUSTRIAL PARK NO. 2
DOC. NO. 20080811010002890
O.P.R.C.C.T.

NORTH TEXAS MUNICIPAL
WATER DISTRICT
CALLED 84.714 ACRES
VOL. 4503, PG. 1610
D.R.C.C.T.

GRAPHIC SCALE
SCALE: 1" = 100'
COLLIN COUNTY,
TEXAS

POINT IN TELEPHONE
VAULT WHERE
1/2-INCH
N/YELLOW CAP
STAMPED "2818"
PREVIOUSLY FOUND
NOW DESTROYED

DETAIL "A"



NOT TO SCALE

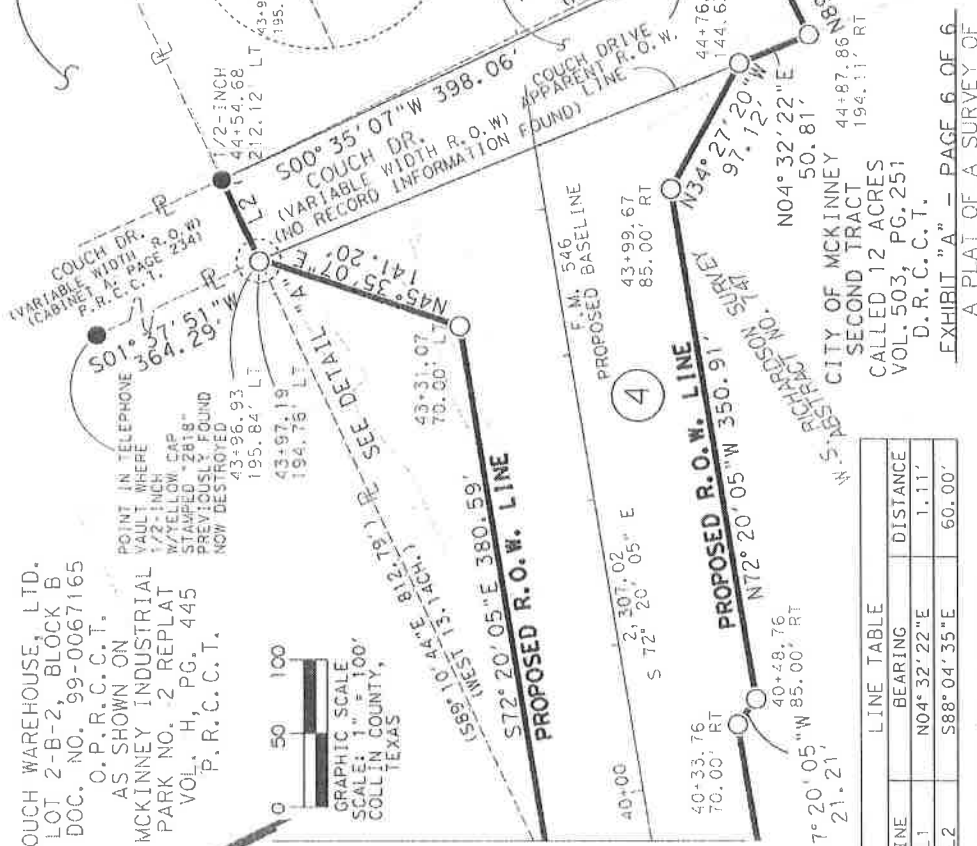
CITY OF MCKINNEY
SECOND TRACT
CALLED 151 ACRES
VOL. 503, PG. 251
D.R.C.C.T.

CITY OF MCKINNEY
FIRST TRACT
CALLED 151 ACRES
VOL. 503, PG. 251
D.R.C.C.T.



By: SURVEYING AND MAPPING, Inc.

Christopher S. Cox
Christopher S. Cox, R.P.L.S. Date



| LINE TABLE | |
|------------|----------------|
| LINE | BEARING |
| L1 | N04° 32' 22" E |
| L2 | S88° 04' 35" E |
| DISTANCE | |
| L1 | 1.11' |
| L2 | 60.00' |

ACCESS IS PROHIBITED ACROSS THE "DENIAL OF ACCESS LINE" TO THE HIGHWAY FACILITY FROM THE REMAINDER OF THE ADJUTING PROPERTY.

ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE, NAD 83 (1956 COPIES, EPOCH 2002.0). ALL DISTANCES AND COORDINATES SHOWN ARE UNADJUSTED FOR CURVATURE AND REFRACTION, DIVIDING BY A CORRECTION SCALE FACTOR OF 1.000152710.

THIS PARCEL PLAT IS ACCOMPANIED BY A SEPARATE PROPERTY DESCRIPTION OF EVEN DATE.

EXHIBIT "A" - PAGE 6 OF 6
A PLAT OF A SURVEY OF
PARCEL 4

F.M. 546 RIGHT OF WAY RELOCATION PROJECT
A 209,618 SQUARE FOOT (4.812 ACRES)
TRACT OF LAND IN THE

S. MCFARLAND SURVEY, ABSTRACT NO. 558
W.S. RICHARDSON SURVEY, ABSTRACT NO. 747
COLLIN COUNTY, TEXAS

CSJ NO. 1013-01-031



15-778

TITLE: Consider/Discuss/Act on a Resolution Authorizing the Application for and Acceptance of, If Awarded, a Grant from the Collin County Adult Literacy Council by the McKinney Public Library System

COUNCIL GOAL: Operational Excellence

MEETING DATE: August 18, 2015

DEPARTMENT: McKinney Public Library System

CONTACT: Lisa Bailey, Public Services Coordinator

RECOMMENDED CITY COUNCIL ACTION:

- Approve Resolution authorizing the application for and acceptance of, if awarded, a grant from the Collin County Adult Literacy Council (CCALC) in the amount of \$1,000 for the McKinney Public Library System.

ITEM SUMMARY:

- The McKinney Public Library System (MPLS) is applying to the CCALC for a grant in the amount of \$1,000 to fund the purchase of materials in support of the McKinney Public Library Adult Literacy ESL program.
- Grant applications are due September 15, 2015 and six grants of up to \$1,000 each will be awarded to active members.
- If awarded, the MPLS will be responsible for presenting a copy of the grant application and three copies of a report documenting how funds were spent within six months after receipt of grant.

BACKGROUND INFORMATION:

- The Collin Council Adult Literacy Council (CCALC) awards annual “mini-grants” of up to \$1,000 to active members.
- The McKinney Public Library System is an active member of the CCALC.
- Grant monies must be used to purchase printed teaching or learning materials, teaching supplies, and/or technology.
- The McKinney Public Library System is a previous recipient of this grant.

FINANCIAL SUMMARY:

- There is no match requirement for this grant.

BOARD OR COMMISSION RECOMMENDATION:

- The Library Board will be informed if grant funds are received to supplement this existing program.

SUPPORTING MATERIALS:

[Resolution](#)

[CCALC Grant Application](#)

RESOLUTION NO. 2015-08-____ (R)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS, AUTHORIZING THE INTERIM CITY MANAGER, OR DESIGNEE, TO APPLY FOR AND ACCEPT, IF AWARDED, A GRANT FROM THE COLLIN COUNTY ADULT LITERACY COUNCIL BY THE MCKINNEY PUBLIC LIBRARY SYSTEM

WHEREAS, the City Council of the City of McKinney, Texas, values adult literacy; and

WHEREAS, funds are allocated by the Collin County Adult Literacy Council to support adult literacy.

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 hereby authorizes the Interim City Manager, or designee, to apply for and accept, if awarded, a grant from the Collin County Adult Literacy Council, and handle all matters related to the acceptance of said grant.

Section 2. 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 18th DAY OF AUGUST, 2015.

CITY OF MCKINNEY, TEXAS

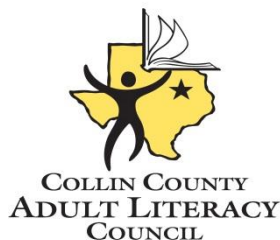
BRIAN LOUGHMILLER
Mayor

ATTEST:

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

APPROVED AS TO FORM:

MARK S. HOUSER
City Attorney



Collin County Adult Literacy Council (CCALC)

P.O. Box 861304, Plano, TX 75086

collincountyadulteracy@gmail.com

www.ccalc.org

Mini-Grant Application for 2015-16

Due by 09-15-2015

Name of Local Organization requesting funding: McKinney Public Library System

Program: Administrator: Susan Kusterbeck Phone: 972.547.7343

Please provide information on the number of students and tutors you serve:

| | Previous Year | Current Year | Anticipated number to serve during mini-grant period |
|--------------------------------------|----------------------|---------------|--|
| # of Students | 166 | 229 | 230 |
| # of Tutors | 9 | 9 | 9 |
| # of Actual Teaching Hours | 44 | 44 | 44 |
| Type of Program and amount requested | X ESL \$ 1,000.00 | GED \$____ | Pre-GED \$ _ |

Total Amount Requested: \$,1000.00

Justification Narrative: (Attachments welcomed)

The ESL program at the McKinney Public Library has three sessions per year. Each session consists of 4 levels of learning, including those with no English skills to those who need assistance with pronunciation and grammar. The Fall and Spring sessions emphasize English learning skills. The Summer session is the Conversational English session. This allows our students to use the skills they have learned and concentrate on using the English they already know. Because our sessions are free and have a very limited budget for supplies, we do not allow the students to bring the books home with them. This year, we will be trying a pilot program where we will allow the students to check out books for the semester if they have a library card. This grant would allow us to purchase supplies to supplement this endeavor.

Implementation Narrative:

The McKinney Public Library would like to use the funds from this grant to purchase 4 white boards for tutor use in class, 8 sets of dry erase markers and erasers, notebooks

and pencils for 230 students to be used in conjunction with the student books, extra books and workbooks to keep in the classroom for students who do not check out the books.

I agree to become an active participant in the Collin County Adult Literacy Council. In the event that this application is approved, a detailed financial report will be due March 31, 2016, describing the disbursement of funds. Failure to provide this report will result in not being considered for future mini grants.

Name and Title: Susan Kusterbeck ESL Coordinator Date: August 5, 2015



15-779

TITLE: Consider/Discuss/Act on a Resolution Authorizing the Purchase of Hardware, Licenses, and Installation Services for Additional Citywide Security Camera Installations

COUNCIL GOAL: Operational Excellence

MEETING DATE: August 18, 2015

DEPARTMENT: Department of Information Technology

CONTACT: Chris Chiancone, Chief Information Officer

RECOMMENDED CITY COUNCIL ACTION:

- Approval of Resolution

ITEM SUMMARY:

- Design and installation of 157 new security cameras, mounting accessories, and all necessary materials, labor, and licensing to make them operational on the City's Milestone Video Management System. These 157 cameras will be split among twenty-seven (27) separate city owned or leased sites.
- Hardware and installation services are available for purchase from Securadyne Systems of Carrollton, Texas through the Texas Department of Information Resources (DIR), Contract No. DIR-SDD-2232 and DIR-SDD-2210.
- Chapter 791 of the Texas Government Code, Interlocal Cooperation Contracts, authorizes cities to make purchases utilizing cooperative contracts such as the ones available through the Texas Department of Information Resources (DIR).

BACKGROUND INFORMATION:

- The City needs to make improvements to its security camera infrastructure by adding additional cameras where needed. The additional cameras will allow us to monitor previously unmonitored City buildings and assets.
- The additional security cameras will enable us to accomplish multiple goals. These goals include, but are not limited to: monitoring exterior facing doors, areas in which monetary transactions take place, areas where evidence and/or property change hands, and other areas as deemed sensitive by the City

Manager's Office. Being able to monitor these areas gives us the ability to safeguard employees, property, and reduce the City's liability.

- The following locations have cameras that will be replaced and/or added to:
 - Airport
 - Annex B (HR, Code, etc.)
 - City Hall
 - Community Center
 - Communications and Marketing
 - Development Services
 - Facility Services Center (FSC)
 - Fire Station 1
 - Fire Station 2
 - Fire Station 3
 - Fire Station 4
 - Fire Station 5
 - Fire Station 6
 - Fire Station 7
 - Fire Station 8
 - Information Technology
 - JJG Library
 - Juanita Maxfield Pool
 - Municipal Courts
 - Old Central Fire Station (Building Operations)
 - Old Settlers Recreation Center
 - Old Settlers Aquatic Center
 - Parks Administration Office (PROS)
 - Police Store Front Building (Downtown McKinney)
 - Public Safety
 - RHH Library
 - Senior Recreation Center

FINANCIAL SUMMARY:

- Funding in the amount of \$300,000 has been approved in the FY15 Budget.

BOARD OR COMMISSION RECOMMENDATION:

- N/A

SUPPORTING MATERIALS:

[Resolution](#)

RESOLUTION NO. 2015-08-___ (R)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCKINNEY,
TEXAS, AUTHORIZING THE PURCHASE OF HARDWARE AND
INSTALLATION SERVICES FOR ADDITIONAL CITYWIDE SECURITY
CAMERA INSTALLATIONS**

WHEREAS, the City Council of the City of McKinney, Texas, has determined the need and budgeted for hardware and installation services for additional Citywide Security Camera installations; and

WHEREAS, the Inter-local Cooperation Act, Chapter 791 of the Texas Government Code, authorizes local governments to contract directly with other governments to increase their efficiency and effectiveness. Texas Government Code, Section 791.025(c) states that a local government that purchases goods and any services reasonably required for the installation, operation or maintenance of those goods under the Inter-local Cooperation Act satisfies the requirement of the local government to seek competitive bids for the purchase of goods and their services.

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 hereby approves the purchase of hardware and installation services for additional Citywide Security Camera installations from Securadyne Systems of Carrollton, Texas through the Texas Department of Information Resources (DIR), Contract No. DIR-SDD-2210 and DIR-SDD-2232 in an amount not to exceed \$250,000.

Section 2. 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 18th DAY OF AUGUST, 2015.

CITY OF MCKINNEY, TEXAS

BRIAN LOUGHMILLER
Mayor

ATTEST:

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

APPROVED AS TO FORM:

MARK S. HOUSER
City Attorney



15-780

TITLE: Conduct a Public Hearing to Consider/Discuss/Act on a Resolution Changing the Use of 2015 Community Development Block Grant (CDBG) Funds for Newsome Homes Redevelopment

COUNCIL GOAL: Enhance Quality of Life in Downtown McKinney

MEETING DATE: August 18, 2015

DEPARTMENT: Housing and Community Development

CONTACT: Shirletta Best, Community Services Administrator

RECOMMENDED CITY COUNCIL ACTION:

- Conduct a Public Hearing and Approve Resolution

ITEM SUMMARY:

- Update to City Council and Public - Information presented with regard to the Amended Annual Action Plan for 2014-2015 and the FY 2010-2014 Housing and Community Development Consolidated Plan of the City of McKinney.
- The McKinney Housing Authority (MHA) was awarded \$ 100,000 to use for infrastructure (water and sewer line replacement) at the redevelopment of Newsome Homes, 100 Amcott Circle. City Council approved original use of funds under CDBG Annual Action Plan on August 3, 2014. Resolution No. 2014-08-088(R).
- Due to changes with the Rental Assistance Demonstration project schedule, MHA requested a change in the use of funds (Substantial Amendment) to Professional Services, which included relocation consulting.
- The Substantial Amendment was under a 30-day public comment period and four comments were received in agreement of the change. The Community Grants Advisory Commission recommended the request to Council on June 11, 2015.
 - City Council approved the change on July 20, 2015.
- Upon further guidance from the U.S. Department of Housing and Urban Development (HUD), an administrative adjustment will be made to the Amended Annual Action Plan for 2014-2015 and Consolidated Plan to change the use of CDBG grant funds to Relocation Assistance, to allow the city to more effectively

meet CDBG National Objective requirements.

- The Community Grants Advisory Commission held a public hearing at their August 10, 2015 meeting.
- The City Council will conduct a public hearing at their regular August 18, 2015 meeting.
- Amendments will be submitted to HUD for final approval.

BACKGROUND INFORMATION:

- Upon approval from HUD, a revised grant agreement will be issued by the Interim City Manager.
- The public will continue to receive updates through year-end reporting (Consolidated Annual Performance Evaluation Report).

FINANCIAL SUMMARY:

- No financial change to the awarded CDBG amount; no impact to the General Fund; no additional staff is required, and the use of CDBG funds solely for relation assistance is not subject to Section 104(d) relocation assistance or one-for-one replacement requirements (nor URA).

BOARD OR COMMISSION RECOMMENDATION:

- The Community Grants Advisory Commission recommends approval.

SUPPORTING MATERIALS:

[Project Budget](#)

[CDBG Budget](#)

[Resolution](#)

[CDBG Grant Agreement - Redline](#)

| | | | | | |
|--|--|--|--|----------|----------------|
| Carleton Residential Properties & MHA | | | | Updated: | 1/26/2015 |
| Newsome Homes 4% Tax Credits 33% RAD PBRA | | | | | Current Budget |
| Total Units 180 | | | | | |
| <u>Uses</u> | | | | | |
| Demolition Costs | | | | | 450,065 |
| Construction Costs | | | | | 14,754,726 |
| Relocation Costs | | | | | 500,000 |
| Other Soft Costs | | | | | 3,531,113 |
| Impact Fees | | | | | 450,000 |
| Other Dev Fees | | | | | 250,000 |
| Reserves | | | | | 868,871 |
| Developer Fees | | | | | 1,800,000 |
| Total Uses | | | | | \$22,604,775 |
| <u>Sources</u> | | | | | |
| CBoT Perm Loan 1.2x 4.00% Bond Amount 15,000,000 | | | | | 10,565,089 |
| Tax Credit Equity @ \$1.00 | | | | | 8,440,556 |
| AHP Grant | | | | | 0 |
| MHA Funds | | | | | 550,000 |
| Carleton/MHA Def Dev Fee | | | | | 759,078 |
| MCDC (1) | | | | | 150,000 |
| MCDC (2) | | | | | 300,000 |
| CDBG | | | | | 100,000 |
| Impact Fee (Reimbursement) | | | | | 450,000 |
| Other Dev Fee Waivers | | | | | 134,000 |
| City of McKinney Loan | | | | | 1,156,052 |
| Park Fees 116,000 | | | | | |
| CIP 300,000 | | | | | |
| Other 740,052 | | | | | |
| Total Sources | | | | | \$22,604,775 |



1200 N. Tennessee St.
McKinney, TX 75069

Phone: 972-542-5641
Fax: 972-562-8387
McKinneyha.org

McKinney Housing Authority

July 30, 2015

Janay Tieken, MPA
Housing and Community Development Manager
314 S. Chestnut Street, #101
PO Box 517
McKinney, TX. 75070

RE: CDBG Grant Award – Newsome Homes

Dear Ms. Tieken,

On behalf of the Newsome Homes residents, thank you and Ms. Best for your work on this project. Per the guidance set forth by the HUD CPD office as seen in the following correspondence; funds use has been amended.

Per our discussion, as an alternative to a demolition activity, CPD recommends using CDBG funds for relocation assistance to the MHA Newsome Homes project under the L/M income limited clientele national objective.

HUD Handbook 1378 Section 7-4.A.4 states:

The use of CDBG funds solely for relocation assistance is not subject to section 104(d) relocation assistance or one-for-one replacement requirements (nor URA). Optional relocation assistance is an eligible activity for the use of CDBG funds under 24 CFR 570.201(i). Such assistance is not limited to persons who are displaced as a result of a federally-assisted project and who are otherwise entitled to assistance under the URA and/or section 104(d). CDBG grantees may offer relocation assistance when it is determined that such assistance is appropriate under 24 CFR 570.606(d) and may adopt a written optional relocation assistance policy to address local needs.

Sara Naim, Regional Relocation Specialist

MHA will hereby amend the budget for the award in compliance with eligible activities for the use of CDBG funds.

| CDBG Uses | | Amount |
|--|--|------------------|
| Professional Services - Relocation Assistance | | 100,000 |
| Total | | \$100,000 |

Please let us know if of additional information needed to complete this request.

Respectfully,

Shirley Miller

cc: Shirletta Best

McKinney Housing Authority Board of Commissioners

Justin Beller – Chairman
Juli Smith – Vice Chairman

Don Stockford – Commissioner
DeTrise Lefall – Resident Commissioner
Jeremiah Hammer – Commissioner

RESOLUTION NO. 2015-08-___ (R)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCKINNEY,
TEXAS, APPROVING THE CHANGE IN USE OF FUNDS FOR THE 2014-
2015 COMMUNITY DEVELOPMENT BLOCK GRANT ANNUAL ACTION
PLAN, AND PROVIDING AN EFFECTIVE DATE**

WHEREAS, the City Council of the City of McKinney, Texas, authorizes the Interim City Manager to enter into agreement to change the use of funds for the 2014-2015 Community Development Block Grant Annual Action Plan; and

WHEREAS, the McKinney Housing Authority was awarded \$ 100,000 in CDBG Funds to use for infrastructure (water and sewer line replacement) at the redevelopment of Newsome Homes, 100 Amcott Circle in the Rental Assistance Demonstration project, under the U.S. Department of Housing and Urban Development (HUD). The McKinney Housing Authority requested a change in use of funds to Professional Services, which included relocation consulting; and

WHEREAS, the Substantial Amendment was under a 30-day public comment period and the Community Grants Advisory Commission held a public hearing and prepared recommendations for Council acceptance of the amendment on June 11, 2015. City Council of the City of McKinney, Texas approved the change on July 20, 2015; and

WHEREAS, upon further guidance from HUD, an adjustment will be made to change the use of funds to Relocation Assistance to more effectively meet CDBG requirements; and

WHEREAS, the Community Grants Advisory Commission held a public hearing and prepared recommendations for Council acceptance of the change in use of funds on August 10, 2015; and

WHEREAS, the U.S. Department of Housing and Urban Development will give final approval of the Substantial Amendment to 2014-2015 Community Development Block Grant Action Plan.

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

Section 1. The Amendment to the 2014-2015 Community Development Block Grant Action Plan is hereby adopted.

Section 2. The Amendment to the 2014-2015 Community Development Block Grant Action Plan will be as follows:

| | |
|----------------------------|-----------------------|
| McKinney Housing Authority | \$ 100,000 |
| Use of Funds: | Relocation Assistance |

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 18th DAY OF AUGUST, 2015.

CITY OF MCKINNEY, TEXAS

BRIAN LOUGHMILLER
Mayor

ATTEST:

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

APPROVED AS TO FORM:

MARK S. HOUSER
City Attorney

**GRANT AGREEMENT
BETWEEN CITY OF MCKINNEY, TEXAS**

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AND

**HOUSING AUTHORITY OF THE CITY OF MCKINNEY
(100 Amscott Circle – Newsome Homes)**

THIS AGREEMENT is made and entered into by and between the **CITY OF MCKINNEY, TEXAS**, a home rule municipal corporation ("City"), and **the HOUSING AUTHORITY OF THE CITY OF MCKINNEY**, a Texas municipal housing authority ("Agency"), acting by and through their duly authorized representatives, on this the ____ day of _____, 20__.

WHEREAS, funds from the Community Development Block Grant Program ("Grant") have been allocated for the redevelopment of the McKinney Housing Authority-owned property at 100 Amscott Circle, McKinney, Collin County, Texas known as Newsome Homes ("the Property"); and described as Tract 14 of the South McFarland Survey, Abstract A0558, and being ± 5.24 acres in size; and

WHEREAS, the City has determined that it is in the best interests of the City to benefit low to moderate income persons through the redevelopment of the Property; and

WHEREAS, the City and Agency desire to enter into this Agreement to set forth the terms and conditions by which such Grant funds will be expended; and

WHEREAS, the City finds that expending public funds for the Grant purposes stated above is a valid public purpose; and

WHEREAS, the City amends the original grant agreement use of funds under this agreement;

WHEREAS, Community Development Block Grant funds will be used solely for relocation assistance not subject to section 104(d) or one-for-one replacement relocation requirements (nor URA). funds will be used for professional services for the Newsome Homes project; and;

~~**WHEREAS**, the City Council of the City of McKinney, Texas approved the use of Grant funds for professional services on July 21, 2015~~

NOW, THEREFORE, for and in consideration of the covenants, obligations, and undertakings of each of the respective parties to the Agreement, the parties hereto agree as follows:

SECTION I

Consideration

In consideration of Agency performing the services as set forth in Section II, below, City shall administer and make available Grant funds in an amount not to exceed One Hundred Thousand and no/100 dollars. (\$100,000.00).

SECTION II

Permitted Uses of Funds; Conditions of Use

Agency affirms that it is the sole owner of the Property. Agency shall use any and all funds furnished by City under this Agreement to redevelop the Property pursuant to the standards set forth in Exhibit "A" and for no other purpose. Exhibit "A" is attached to this Agreement and is fully incorporated by reference. The redevelopment work for the Property described in Exhibit "A" is collectively referred to as "the Project." The Project shall be completed according to plans and specifications submitted by Agency to City. Agency agrees the expenditure of the funds shall commence no sooner than October 1, 2014 and shall be completed no later than November 30, 2015. Any Grant funds remaining with Agency which are not expended or encumbered before the completion date shall be returned to City.

If, during the term of this Agreement, Agency wishes to utilize funds for purposes other than stated above, such change may be allowed only if the proposed change is not in violation of Community Development Block Grant regulations. Such change may be allowed only after written approval by the City Manager and approval by Agency's Board, as evidenced by the official minutes of the board authorizing the change. No expenditure of funds in conformance with the proposed change is permitted unless and until written approval is received from the City Manager.

Agency agrees to the General Conditions of the Grant as set forth in the attachment entitled "General Conditions of Agreement," which is made a part of this Agreement and is incorporated herein as Exhibit "C".

Agency agrees to use the Grant funds in accordance with the following documents:

- Exhibit A: Statement of Work
- Exhibit B: Budget: CDBG Grant Uses ~~(Sources and Uses)~~
- Exhibit C: General Conditions of Agreement
- Exhibit D: Federal Labor Standard Provisions
- Exhibit E: Certification for Contracts, Grants, Loans, and Cooperative Agreements
- Exhibit F: Insurance Requirements
- Exhibit G: Affidavit of No Prohibited Interest
- Exhibit H: Procurement Certification

SECTION III

Disbursement of Funds

Agency understands and agrees that no funds shall be advanced by City and that Grant funds shall be provided on a reimbursement basis upon proof of an eligible expenditure. Agency shall submit a request to City's Community Development Block Grant Administrator for reimbursement of expenses, bills or invoices for purchase of eligible items. The Administrator shall review all such expenses, bills or invoices and shall authorize payment if they document expenditures for purposes authorized by this Agreement. The City will deliver a check or electronic deposit payable to Agency in the amount of the expense, invoice or bill. Agency shall then immediately pay the amount of the expense, bill or invoice to the appropriate billing entity.

Expenses incurred after the termination date of this Agreement, as indicated by date of expense, invoice or bill, may not be reimbursed under this Agreement and City shall assume no

liability for their payment. Agency shall be solely responsible for funds expended contrary to the terms and conditions of this Agreement.

SECTION IV

Monitoring

The City may perform periodic on-site monitoring of Agency for compliance with the terms and conditions of this Agreement. If the monitoring reveals deficiencies in the Agency's performance, City shall prepare a written report identifying the deficiencies and establishing a time frame for correcting the deficiencies. Failure to correct deficiencies may result in termination of this Agreement as set forth in Section X, below.

SECTION V

Record Retention

Agency shall maintain accurate records of all project activities, correspondence, project expenses, statistical records, accounting records and all other pertinent supporting documentation, which justify all expenditures made pursuant to this Agreement. All income qualification information, all original books of entry, all canceled checks and any other financial records shall be retained by Agency for not less than four (4) years from the City fiscal year in which grant funds were last expended under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition of such property. The retention period begins on the date of the submission of the City's annual performance and evaluation report (CAPER) to the U.S. Department of Housing and Urban Development (HUD) in which the activities assisted under the agreement are reported on for the final time. Notwithstanding the above, if there are litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until the completion of the actions or resolutions of all issues, or the expiration of the four-year period, whichever occurs later.

All accounting procedures, records, and reports shall be available for inspection or made available for inspection to a duly authorized representative of the City of McKinney or HUD.

SECTION VI

Independent Contractor

It is understood that City enters into this Agreement with Agency for the purposes enumerated in the recitals and Section II herein, and it is understood that Agency is an independent contractor. Nothing herein shall be construed to constitute Agency as an agent, employee, or representative of the City or as expressing any intention of Agency to enter into a joint venture with City.

SECTION VII

Affidavit of No Prohibited Interest

Agency acknowledges and represents that Agency is aware of the laws related to prohibited interests found in state law, the City Charter and the City Code of Ordinances. Agency acknowledges and is aware that the existence of a prohibited interest at any time during the term or any extension of this Agreement will render the Agreement voidable. At the time of execution of this Agreement, a duly authorized representative of the Agency shall execute the Affidavit of No Prohibited Interest attached to this Agreement as Exhibit "G" and fully incorporated by reference.

SECTION VIII

Insurance Requirements; Hold Harmless; Indemnification

1. Insurance. Agency agrees to maintain during the term of this Agreement, or any extension thereof, insurance in the types and amounts as shown in Exhibit "F", which is attached to this Agreement and fully incorporated by reference. Such insurance shall be evidenced by certificates of insurance, a copy of which shall be provided to the Community Services Administrator within ten (10) days of execution of this Agreement. Insurance provided by Agency is subject to approval by City.

2. HOLD HARMLESS AND INDEMNITY. AGENCY SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, ELECTED OFFICIALS, EMPLOYEES, AGENTS, ATTORNEYS AND INSURERS FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, CHARGES, SUITS AND JUDGMENTS (INCLUDING COURT COSTS AND REASONABLE ATTORNEYS FEES) WHATSOEVER THAT IN ANY WAY ARISE OUT OF AGENCY'S, OR ANY OTHER THIRD PARTIES FOR WHOM THE AGENCY IS RESPONSIBLE, PERFORMANCE OR NONPERFORMANCE OF THE SERVICES OR WORK CALLED FOR IN THIS AGREEMENT.

SECTION IX

Term

The term of this Agreement shall begin on October 1, 2014 and shall expire five (5) years after the date on which the final reimbursement of Grant funds is made to Agency. At the expiration of this Agreement, Agency shall have the continuing obligation to complete any unfulfilled terms and conditions of this Agreement, including but not limited to the submission of a final report to the City.

SECTION X

Termination of Agreement

This Agreement may be terminated or suspended for reason by either party, upon thirty (30) days written notice to the other party at their address as indicated in Section XIII, paragraph 5 of this Agreement. The City may suspend or terminate this agreement in accordance with 24 CFR 85.43. The City or Agency may reserve the right to terminate the agreement for convenience in whole or in part, in accordance with 24 CFR 85.44.

In the event the Agreement is terminated, the City will require the Agency to return all funds in its possession for which eligible expenses have not been incurred prior to the date of notification.

SECTION XI

Reversion of Assets

Upon expiration or termination of this Agreement, Agency shall transfer to the City (1) any CDBG funds or Program Income on hand at the time of expiration or termination and (2) accounts receivable attributable to the use of CDBG funds, regardless of whether City has made a formal demand or request to that effect. Agency shall also ensure that any real property under Agency's control that was acquired or improved in whole or in part with CDBG funds in excess of \$ 25,000 is either:

- a) Used to meet one of the national objectives cited in 24 CFR 270.208 until five years (5) after termination of this Agreement; or
- b) If not used in accordance with one of the national objectives in 24 CFR 570.208, the Agency shall pay to the City an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to the property. No payment is required after the expiration of the four (4) year period after termination of this Agreement.

SECTION XII

Non-Assignment

Agency shall not assign or otherwise transfer any of Agency's obligations or duties under this Agreement without first obtaining written consent from the City Council or City Manager, as appropriate.

SECTION XIII

Miscellaneous

1. Entire Agreement/Amendment. This Agreement and its attachments embody the entire agreement between the parties and may only be modified in writing executed by both parties.

2. Binding On Agency. The undersigned represents and warrants that he or she is the authorized representative of Agency and that this Agreement has been approved and accepted by the Board of Directors (or equivalent) of Agency.
3. Binding on the City of McKinney. This Agreement shall not be considered fully executed or binding on the City of McKinney until it has been executed by Agency and the City Manager or his designee, and approved and accepted by the City Council of the City of McKinney in open meeting as required by law.
4. Bankruptcy or Insolvency. If Agency (i) becomes insolvent, (ii) files a petition in bankruptcy or similar proceedings, or (iii) is adjudged bankrupt, Agency shall not make any other eligible expenditures prior to giving written notice to City of such bankruptcy or insolvency. Agency and City shall cooperate to ensure that grant funds and grant recipients are in no way jeopardized as a result of such bankruptcy or insolvency, and may terminate this Agreement without thirty (30) days written notice for such protection.
5. Notice. Notice as required by this Agreement shall be in writing delivered to the parties as follows via mail, commercial courier, or personal delivery. Facsimile transmission is not an acceptable form of notice under this Agreement.

City

Shirletta Best
Community Services Administrator
City of McKinney, Texas
222 N. Tennessee St., P.O. Box 517
McKinney, TX 75070
Telephone: 972-547-7577

OWNER

Roslyn Miller
Executive Director
McKinney Housing Authority
1200 Tennessee Street
McKinney, TX 75069
Telephone: 972-542-5641 ext. 14

6. Paragraph Headings. The paragraph headings contained herein are for convenience only and are not intended to define or limit the scope of any provisions in this Agreement.
7. Contract Interpretation. Although this Agreement is drafted by the City, should any part be in dispute, the parties agree that the Agreement shall not be construed more favorably for either party.
8. Venue. In the event of breach of this Agreement, this Agreement shall be governed by the laws of the State of Texas and exclusive venue for all causes of action shall be instituted and maintained in Collin County, Texas.

IN WITNESS WHEREOF, the parties have executed this Agreement by signing below.

CITY OF MCKINNEY, TEXAS

BY: _____
Tom Muehlenbeck
INTERIM CITY MANAGER

ATTEST:

By: _____
SANDY HART, TRMC, MMC
City Secretary

DENISE VICE, TRMC
Assistant City Secretary

APPROVED AS TO FORM:

Mark Houser
CITY ATTORNEY

MCKINNEY HOUSING AUTHORITY

BY: _____
Roslyn Miller
EXECUTIVE DIRECTOR

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 20____, by **TOM MUEHLENBECK**, Interim City Manager of the **CITY OF MCKINNEY, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 20____ by **ROSLYN MILLER**, Executive Director of the **MCKINNEY HOUSING AUTHORITY**, a Texas municipal housing authority, on behalf of said corporation.

Notary Public, State of Texas

EXHIBIT "A"
STATEMENT OF WORK

Project Activity:

The Agency will redevelop the property located at 100 Amscott Circle, McKinney, Collin County, Texas known as Newsome Homes, which serves low-to-moderate income persons. Community Development Block Grant funds will be used solely for relocation assistance not subject to section 104(d) relocation assistance or one-for-one replacement relocation requirements (nor URA), as follows: Community Development Block Grant funds will be used for Professional Services in the redevelopment of Newsome Homes as follows:

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Professional Services

| | |
|---|-----------------------------|
| Site and Neighborhood Standards Consulting | \$20,000 |
| Relocation Assistance Consulting | \$100,000 20,000 |
| Developer Fees | \$30,000 |
| Legal Expenses | \$30,000 |
| Total: | \$ 100,000 |

~~Eligible Legal Expenses are those directly related to the redevelopment of the project and may not include any form of litigation assistance for the project.~~

Housing Authority of McKinney will administer the relocation assistance and make payments directly to eligible displaced households. The Agency is a Community Development Block Grant fund subrecipient, and will serve as the general contact and be responsible for ensuring timely and quality completion of all phases of the project and reporting, including weekly progress reports, Davis-Bacon Act compliance, procurement requirements; project closeout, and all requirements placed upon the Project by the City of McKinney and the U.S. Department of Housing and Urban Development (HUD) pertaining to the city and CDBG funding, respectively.

Funding:

Project funding will be in an amount not to exceed \$100,000 under the City's Community Development Block Grant (CDBG). Project expenditures may begin no earlier than October 1, 2014, and must be completed no later than November 30, 2015. **In no event shall the City be obligated to fund the Newsome Homes relocation assistance funds to the McKinney Housing Authority professional fees listed above until the City receives appropriate verification of the Closing and funding of the construction loan for the Newsome Homes project.** Documentation shall be supplied to the City upon request in order for the City to fulfill its obligations under its federal grant. If this documentation is not maintained and furnished to the City on request, the City may exercise all remedies available under this Agreement, including the right to withhold payment or terminate this Agreement as described therein.

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The City may provide funding as a leveraged resource for the Project, which, if issued, will be under a separate agreement known as a Chapter 393 Loan Agreement between the City of McKinney and the McKinney Housing Authority. The Chapter 393 agreement, if any, will be signed and executed separately from this CDBG Grant Agreement.

DUNS Number Requirement:

In accordance with CDBG requirements, Agency will obtain and provide City with a Dun & Bradstreet (D&B) DUNS® number, and will require any subcontractor or other recipient of CDBG funding to obtain and provide a DUNS® number to City.

Affirmation of Compliance with Applicable Law:

Agency will meet HUD requirements for the CDBG Program and the Rental Assistance Demonstration Program (RAD), and will comply with all applicable federal, Texas and City laws.

All procurement services must be properly procured, applicable with federal requirements

General Project Requirements:

- a. Agency ("Subrecipient") shall follow applicable city and federal procurement requirements. A minimum of three (3) written bids from qualified, licensed contractors will be obtained for the primary contractor to perform the Project. Agency shall be responsible for hiring a licensed contractor to complete the Project.
- b. Agency shall obtain and submit all required certificates of insurance, as set forth per Exhibit "F" to the City's Community Services Administrator or his/her designee upon execution of this Agreement and prior to City's execution.
- c. Agency shall be responsible for obtaining all City and other approvals and/or permits required for construction and completion of the Project.
- e. Agency must have a Notice to Proceed issued by the City and a change order policy in place prior to Project implementation and must provide a copy to the City's Community Services Administrator before full execution of this Agreement.
- f. Agency shall be fully responsible for managing, monitoring, and scheduling the construction of the Project, for ensuring compliance with the payment of prevailing wages and ensuring that all Project work and activity is performed in conformance with the plans and documents approved by City and federal authorities.
- g. Agency shall be fully responsible for making all payments to contractors, suppliers, vendors, and/or other third parties and for ensuring that all contractors, subcontractors, suppliers, vendors and/or other third parties are paid in full.
- h. Agency shall comply per HUD with Section 3 requirements. Reporting to HUD under Section 3 until completion of project shall be conducted by Agency and City, separately as instructed under each HUD Division.

Section 3 Compliance Statement

Agency recognizes that Project work performed under this Agreement is done under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, (12 U. S. C. § 1701u). Agency covenants to abide by the requirements of Section 3, and will be responsible for ensuring that the Project contracts meet Section 3 requirements, the regulations issued pursuant to Section 3 by the Secretary of Housing and Urban Development published in 24 CFR § 135, and all

applicable rules and orders of HUD. Agency certifies and agrees that it is under no contractual or other disability which would prevent it from complying with these requirements.

Agency further agrees that it will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

Agency agrees that it will include this Section 3 compliance statement in every subcontract for work in connection with the project and will, at the direction of the City, take appropriate action pursuant to any subcontract upon a finding that the subcontractor is in violation of any 24 CFR § 135 regulation. Agency agrees that it will not subcontract with any subcontractor when it has notice or knowledge that the potential subcontractor has been found to violate any 24 CFR § 135 regulation. Agency further affirms that it will not award or execute any subcontract unless the subcontractor has first provided the Agency with a preliminary statement of ability to comply with the requirements of these regulations.

The City and Agency understand and agree that compliance with the provisions of Section 3, the regulations set forth in 24 CFR § 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement shall be a condition of the federal financial assistance provided to the project, which is binding upon the City and Agency and their respective successors, assignees and subcontractors. Failure to fulfill these requirements may subject Agency and its subcontractors, its successors and assignees, to sanctions specified by 24 CFR § 135. The City and Agency will each be responsible for reporting Section 3 activity at the completion of the program year and at project completion, respectively, to HUD.

Payments:

Payments will be processed by the City upon submission and approval of documented expenditures from Agency. For each payment request, the following program documents should be submitted:

- Request for reimbursement on the Agency letterhead;
- Supporting financial documentation indicating item was paid before reimbursement request was issued;
- CDBG request for payment form;
- Quarterly activity report, including client data and other requirements as needed; and
- Source documentation required with submission
- Proof of procurement per Exhibit "H"
- Proof of Closing and funding of the construction loan for the Project, in form acceptable to the City

Assigned purchase number and project codes must be listed on letterhead and payment form. (The number and project codes will be provided separately to Agency by City for CDBG funding).

Source Documentation for Payments:

In [general](#), agency will keep a Project file with copies of invoices, sales receipts, and copies of checks or charge slips for all items or services bought or contracted for which will be charged to the Grant. Agency will also keep a running list of all expenditures and amounts which can be compared to the invoices and receipts. Agency acknowledges that undocumented purchases cannot be charged to the grant.

Agency will maintain Project files to include the following:

1. Bid solicitations or Requests for Proposals, and evaluation criteria used to award bids;
2. Proof of advertisement for bids and proposals, or direct solicitations;
3. Bid tabulation and evaluation;
4. Contractor eligibility checks, including a debarred entity check;
5. Executed contracts;
6. Bonding and insurance; and
7. Proof of Texas historically underutilized business contacts/bids
8. Relocation recordkeeping specific to HUD relocation requirements, including expense documentation.

7. **Relocation Recordkeeping**

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Good recordkeeping, including a record of contacts with affected persons, is necessary to carry out the policies in this handbook in an effective manner that maintains continuity, regardless of staff turnover. Per HUD requirements, the Agency must keep records in detail sufficient to demonstrate compliance with applicable laws, regulations, local housing and occupancy codes, and the HUD handbook 1378.

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http://portal.hud.gov/hudportal/HUD?src=/program_offices/administration/hudclips/handbooks/cpd/13780. See OMB Paperwork statement at Paragraph 1-2 E.

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It is the displacing agency's responsibility to ensure that all records regarding acquisition/relocation actions are properly maintained and available, if requested for HUD monitoring purposes. This includes any files that may be kept by third parties (e.g., consultants and/or subrecipients). See also the uniform administrative requirements for grants and agreements under 24 CFR 84.53 and/or 24 CFR 85.36(i)(10), and under the RAD program, as applicable.

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Relocation/Relocation Advisory Recordkeeping Requirements

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The follow requirements are referenced per HUD Relocation Handbook 1378. Agency is subject to the following: A List of Occupants (residential and non-residential). For the project, the Agency's files shall include a list or lists identifying the name, address, and occupant characteristics for all persons residing at the Newsome Homes property (including persons residing in or on property within the federally funded project which are to be acquired, rehabilitated, or demolished with non-federal funding sources). The list(s) may be maintained manually or in computer-generated format and may be used to track progress made in carrying out the relocation process. Sample manual guide forms are included in Appendices 21 and 22.

The lists should identify:

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1) All persons occupying the real property on:

- a) The date of the initial submission of the application for assistance by the applicant to the Agency or HUD, if the applicant has site control; or
- b) The date the applicant obtains site control, if site control is not obtained until after submission of the application; or
- c) Where there is no application for funds, the date of Initiation of Negotiations (ION) applicable to the project (see 49 CFR 24.2(a)(15), applicable HUD program regulations, and Chapter 1, Exhibit A).

2) All persons moving into the property on or after the date described in Paragraph 6-2 A.1 but before completion of the project.

3) All persons occupying the property upon completion of the project.

B. *Persons Not Displaced*. Documentation on persons not displaced shall include:

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1) Evidence that the person received timely written notice that they would not be displaced by the project or that they might be temporarily relocated (copy of the Notice of Nondisplacement and receipt for the delivery of the Notice).

2) For a tenant-occupant of a dwelling, evidence that the tenant received: (a) a timely offer of a reasonable opportunity to lease and occupy a suitable, decent, safe and sanitary affordable dwelling in the building/complex upon completion of the project (see funding program regulations for specific requirements), and (b) reimbursement of any out-of-pocket expenses incurred in connection with any temporary relocation or a move to another unit in the building/complex.

3) For each person who is not displaced but elects to relocate permanently, a reason for the move and records of any personal contact to explain that they will not qualify for relocation payments as a displaced person. This information must be available for all persons who occupied the property before project completion (i.e., those identified in Paragraphs 6-2 A.1 and 2) but who did not occupy the property after project completion and did not receive relocation assistance as a displaced person.)

4) Documentation to support eviction for cause (see Paragraph 1-6 J.1):

5) Documentation to support a determination that a person was not a legal occupant of the property;

6) A copy of any appeal or complaint filed and Agency response.

C. *Displaced Persons.* For persons displaced, there should be separate case files that include documentation that is sufficient to demonstrate that the Agency verified the persons relocation needs, current situation, and their eligibility for URA and/or section 104(d) assistance and/or payments. The following list is not all-inclusive. It is provided for illustrative purposes. Individual cases may require more or less documentation to support Agency determinations:

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1) Residential Occupants (tenants or owners). The documentation described below is applicable to both tenants and owners, except where noted (items a. thru c. are included in Appendix 8 (Site Occupant Form) which may be used to record this information):

a) Information on each individual occupant: Name, sex, age, race/ethnicity, disability (if any), relationship to head of household (identify head of household), estimated income, certification of legal residence/citizenship (form HUD-40054, 40057, or 40058 may be used for this certification):

b) Description of current unit: Number of bedrooms, amenities, square footage of unit, amount of rent and utilities, date of initial occupancy;

c) Documentation of income (for tenants only):

(1) Agencies should have policies that describe the nature of documentation they will require to support income determinations for relocation assistance (particularly where a person claims to be of low-income and/or where the Agency also operates a HUD subsidized housing program for which the displaced person may be eligible);

(2) Acceptable documentation can include: Wage statement from employer(s), W-2s, copy of current tax return; if employment is sporadic (e.g., from irregular day-labor) obtain a self certification; Government and/or private pensions, disability payments, benefit income (such as welfare, SSI, etc.) can be documented with a copy of an eligibility letter or statement, check or record of regular bank deposits; and other reasonable evidence of income accepted under HUD subsidized housing programs;

d) Rent and utility costs for the displacement, comparable, and replacement units (also applicable to owner-occupants who decide to rent replacement housing rather than purchase replacement housing):

(1) Agency should have policies that describe the nature of documentation they will obtain to support rent and utility calculations. Acceptable documentation includes copies of a lease, rent receipts, utility receipts, statement from utility company(ies); or other similar evidence. Utilities included in the rent and those that must be paid separately by the household need to be identified and calculated. Form HUD-40061 (Appendix 12) may be used to summarize and record the rent and utilities information obtained on the displacement and comparable units (but is not a substitute for required documentation).

(2) If a utility allowance schedule from a local Public Housing Authority was used as that basis to calculate estimated utilities at a comparable or replacement unit, provide a copy of the schedule and any adjustments the Agency made to the scheduled amount based on the circumstances of displacement (see HUD Relocation and Acquisition Policies newsletter dated August 2006, Vol. 2, No. 2 (available at: www.HUD.gov/relocation under HUD RAP Newsletter).

(3) For owner-occupants who elect to rent replacement housing, a determination must be made of the rent that would be charged for their displacement property on the open market (see 49 CFR 24.401(f)).

e) Copy of the following notices (as applicable) displaying the person's name and mailing address, and date mailed: General Information Notice, Notice of Eligibility, 90 Day Notice and/or 30 Day notice (if issued), etc.; and evidence of delivery by certified or registered first class mail, return receipt requested, or a certification of hand delivery;

f) Identification of relocation needs and preferences (Appendix 8, Site Occupant Record – Residential, may be used for this purpose);

g) Dates of personal contacts and advisory services provided (Appendix 10, Record of Advisory Assistance and other Contacts, may be used for this purpose);

h) Records of referrals to comparable replacement dwellings, date of referral, date of availability, reason(s) person declined referral, inspection(s) of the chosen replacement dwelling for decent, safe, and sanitary conditions;

i) Moving cost estimates, bids, or amount determined based on current Fixed Residential Moving Cost Schedule (see 24 CFR 24.302);

j) Copies of all relocation claim forms and related documentation, evidence that person received payment and, if applicable, evidence of housing subsidy paid from other sources (e.g., Housing Choice Voucher);

k) Documentation to support why a claim was not made or was not paid: e.g., displaced person who moved on his/her own, moved prior to Notice, failed to provide requested information/documentation to support a claim, or a signed statement indicating the persons decision not to claim part or all of the assistance offered, etc.;

l) Documentation supporting a hardship claim and the Agency's determination (for persons not lawfully present in the US);

m) Tenants who receive down payment assistance: Purchase agreement, final executed closing statement/escrow documents (HUD-1), copy of recorded deed indicating book and page;

n) Copy of any appeal or complaint filed and Agency response.

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2) Owner-occupied properties: The following additional documentation may need to be maintained on file to support the owner's relocation under an acquisition subject to Subpart B of the URA regulations (e.g., acquisitions under the threat of eminent domain). See Paragraph 6-3 for documentation related to the actual acquisition of property:

a) Mortgage amount(s) on current property, monthly payment, remaining number of payments, interest rate, deed or title evidence;

b) Copy of the following notices (as applicable) displaying the person's name, mailing address and date mailed: General Information Notice, Notice of Intent to Acquire (if issued), Notice to Owner, 90 Day Notice and/or 30 Day Notice (if issued), other applicable notices if condemnation is pursued; evidence of delivery of notices by certified or registered first-class mail, return receipt requested, or a certification of hand delivery;

c) Information on advisory services provided (Appendix 10, Record of Advisory Assistance and Other Contacts, may be used for this purpose);

d) Written offer to purchase, purchase agreement, mortgage documents, closing/escrow documents (HUD-1) for replacement property, copy of recorded deed indicating book and page.

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3) Non-residential occupants (businesses, farms, non-profit organizations -- owners or tenants).

a) Name and type of business being relocated, name of business owner(s), certification of legal residence/citizenship;

b) Identify owner of the property being vacated (is it the displaced business or some other entity), copy of the property lease;

c) Survey of relocation needs (Appendix 9, Site Occupant Record, may be used for this purpose);

d) Information on advisory services provided (Appendix 10, Record of Advisory Assistance and Other Contacts, may be used for this purpose);

e) Moving cost estimates, bills and/or receipts for actual moving and related expenses; or documentation supporting the alternative fixed moving expense calculation (49 CFR 24.305);

f) Documentation to support all related nonresidential eligible expenses (49 CFR 24.303);

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g) Documentation supporting reestablishment expenses and searching costs (49 CFR 24.304) including receipts, bills, lease, etc.;

h) Copies of any inspection(s) of personal property at the displacement and replacement sites (see 49 CFR 24.301(i)(2)).

General Procurement Requirements

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For purchases of items/materials costing less than \$3,000, only one quote is required. The sales slip from the business where the material was purchased is sufficient. However, there is no prohibition on obtaining several quotes to obtain the best and most fair price, even for low-cost items.

For purchases of items/materials costing between \$3,000 and \$15,000, Agency is required to obtain three (3) written quotes/bids for the item. These quotes shall be placed in the Project file. If Agency is unable to obtain three quotes, a list of the vendors contacted should be placed in the file, noting those vendors who did submit quotes. If there is only one vendor who makes the item to be purchased, this should be noted in the file with an explanation of what you did to determine there was only one vendor available. You must also ensure a minimum of two quotes/bids were from Historically Underutilized Businesses (HUBS) located in the State of Texas.

Purchased between \$15,000 - \$50,000, Formal written quotes are obtained by the Housing and Community Development Department, with support from the Purchasing Department for these purchases. You must also ensure a minimum of two quotes/bids were from Historically Underutilized Businesses (HUBS) located in the State of Texas.

For purchases over \$50,000 and up to \$ 100,000:

Agency will contact the Community Services Administrator for specific requirements under CDBG in addition to applicable requirements under State of Texas.

Procurement for Newsome Homes, Small Purchase Procedures

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Agency ("Subrecipient") must submit Exhibit "H" as part of grant agreement that includes all procurement requirements. For each procured contract, the small purchase procedures allow recipients to acquire goods and services totaling no more than **\$100,000**, without publishing a formal request for proposals or invitation for bids.

This method of procurement is typically used to purchase commodities such as equipment or other materials.

~~In the event that a grantee is purchasing materials that will exceed \$100,000, they must use the sealed bid process.~~

The small purchases method can also be used to acquire eligible types of services, such as professional consulting, environmental review, or planning. This method cannot be used if the services contract will exceed \$100,000 in value. In general, the small purchases procedures also should not be used to acquire construction contractors. Under the small purchases method, the Subrecipient will send a request for quotes to potential vendors with a detailed description of the goods or services needed. In return, they receive competitive written quotations from an adequate number of qualified sources.

Each quote should include pricing information that allows the grantee to compare costs across bidders and ensure cost reasonableness.

Documentation of the quotes, including a minimum of two quotes/bids from HUBS located in the State of Texas, shall be maintained in the Subrecipient's files.

Pre-qualified lists of vendors/contractors, if used, must be current, developed through open solicitation, include adequate numbers of qualified sources, and must allow entry of other firms to qualify at any time during the solicitation period (24 CFR 85.36(c)(4)).

The subrecipient must develop and maintain a written code of standards that helps to prevent conflicts of interest in procurement. This written code of conduct must apply to all employees, officers, agents of the ~~grantee~~subrecipient, members of their immediate family, and partners. The code shall prevent financial interest or other benefits earned for any of these persons due to a CDBG-related procurement action. These persons also cannot solicit or accept gratuities, favors or other items of monetary value from contractors. Subrecipient is allowed to establish minimum thresholds below which the financial interest is not substantial or is of nominal value.

~~For example, many have rules that nominal items worth less than \$10 or \$25 are not considered to be a conflict.~~

Excluded Parties:

Subrecipient must not make any award (subgrant or contract) to any organization which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

This applies to any CDBG-assisted contract at any tier in the process.

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Change of Address or Key Program/Financial Staff:

Agency must notify the City in writing within thirty (30) days of any major change that may impact the Agency and its CDBG funding. Notifications may include, but are not limited to: (1) change of address; (2) change in key Program/Financial staff (including CEO/Executive Director); and (3) change of Agency name, or merger with (or acquisition of or by) another entity.

Monitoring:

The City will monitor Agency's progress throughout the Project, including the year-end grant closeout for all funded CDBG projects. Tools used to track performance requirements will include data review under City and HUD systems, performance reports, timeliness tests, and annual monitoring.

GENERAL FEDERAL PERSONNEL AND PARTICIPANT CONDITIONS

Civil Rights Compliance

Agency agrees to comply with Title VI of the Civil Rights Act of 1964 as amended; Title VIII of the Civil Rights Act of 1968 as amended; Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Age Discrimination Act of 1975; Executive Order 10603; and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

Equal Opportunity and Nondiscrimination

Agency and each participant in the performance of this Agreement shall comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. Agency shall not discriminate against any worker employee or applicant on the basis of sex, national origin, disability, handicap status nor otherwise commit an unfair employment practice.

Section 504

Agency agrees to comply with all federal regulations issued pursuant to Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), which prohibits discrimination against individuals with disabilities or handicaps in any federally assisted program. City shall provide the Agency with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

Women and Minority-Owned Businesses (W/MBE)

Agency will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business that is at least fifty-one percent (51%) owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are those minority groups established and recognized by the HUD. Agency may rely on written representations by the vendor/business regarding their status as minority and female business enterprise in lieu of an independent investigation.

Equal Employment Opportunity and Affirmative Action Statement City and Agency will in all solicitations or advertisements for employees placed by or on behalf of Agency, state that they are an Equal Opportunity or Affirmative Action employer.

Employment Restrictions, Prohibited Activity

Agency is prohibited from using CDBG funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

Freedom of Information Act

This Program may be subject to the Freedom of Information Act. City and Agency will protect the confidentiality of information contained herein to the extent permitted by law. Client financial information will be kept confidential to the extent permitted by law.

Exhibit “B”
Budget

Total CDBG funding: \$ 100,000 under grant agreement

Budget: CDBG Grant Uses~~**Project Sources and Uses Attachment as Exhibit B**~~

*CDBG costs are eligible for reimbursement only after full execution of grant agreement, closing
and funding of the construction loan for the Project, and receipt by City of source documentation
as expressed in the subrecipient agreement*

EXHIBIT "C"
GENERAL CONDITIONS OF AGREEMENT

The Agency agrees to the following general conditions:

1. All accounting procedures, records, and reports shall be available for inspection by a duly authorized representative of the City of McKinney. An independent audit of the Agency's financial records, paid for by Agency, shall be furnished to the City.
2. If the Agency is in receipt of total federal funds equal to or in excess of \$ 500,000, actions require an audit performed in compliance with provisions of OMB Circular A-133. Agency must provide the Administrator one (1) copy of each audit of Agency's financial records, which may be performed between the effective date of this Agreement and September 30, 2015.
2. The Agency agrees to the on-site inspection of its facilities and/or programs by the City or HUD upon notice and during the project as needed.
3. Improper use of funds awarded in the Grant may result in the termination of the Grant, forfeiture of any outstanding Grant award and/or recovery of previous payments.
4. **Obligation to Refrain from Discrimination:**

Programs, activities, employment opportunities, etc. funded totally or partially by the City of McKinney must be made available to all people regardless of race, color, religion, gender, age, national origin, handicap, or political affiliation. Agency shall make known that use of facilities funded under this Agreement is available to all on a nondiscriminatory basis. No person shall, on the grounds of race, color, national origin, age, gender, religion, familial status or handicap status, be excluded from participation in, be denied the benefits of, or be subjected to discrimination in any of the operations of Agency. Agency must also adopt and implement procedures designed to make available to interested persons information concerning the existence and location of services and facilities that are accessible to persons with a handicap.
5. The Agency and any person or organization the Agency contracts with shall comply with the uniform administrative requirements specified at 24 CFR 570.502 and 24 CFR 570.610.
6. The Agency agrees to comply with all applicable laws, regulations, ordinances, and codes of the United States of America, the State of Texas, and the City of McKinney.
7. The Agency shall comply with all federal, state, and local conflict of interest laws, statutes, regulations, and ordinances, and said laws shall apply to all parties and beneficiaries under this Agreement, as well as to all officers, employees, and agents of City.
8. None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office, or for publicity, lobbying and/or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States of America, the Legislature of the State of Texas, the City Council of the City of McKinney, or any other political body.

9. The City shall have the right to review any and all contracts for the Project to be awarded or entered into by the Agency prior to execution by the Agency, and to require such terms and conditions as it deems necessary to protect the City's interests to be modified, added, or deleted.
10. **Conflict of Interest:** Conflicts are prohibited where persons exercise or have exercised any functions or responsibilities with CDBG assisted activities, or who are in a decision making position or process regarding CDBG assisted activities; or are able to gain inside information with regard to CDBG activities; or who may obtain financial interest or benefit from an activity or have a financial interest or benefit from the activity; have an interest in any contract, subcontract or agreement either for themselves, immediate family or business related ties. Persons covered under the federal regulation applies to any person(s) who is an employee, agent, consultant, officer or elected official or appointed official of the state or unit of general local government or any designated public agencies, or subrecipients who are receiving CDBG funds.

The Agency hereby warrants that it will establish and adopt safeguards to prohibit members, officers, and employees from using positions for a purpose that is, or gives the appearance of being, motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties. Further, in accordance with 24 CFR 570.611, no member, officer, or employee of the Agency who exercises any functions or responsibility with respect to the program during his or her tenure, or for one year thereafter, shall have any financial interest or benefit, direct or indirect, in any contract or subcontract, or the proceeds thereof, either for themselves or those with whom they have a family or business ties, for work to be performed in connection with the program assisted under the Agreement. Requirements cover situations which may appear to be a conflict as well as actual conflicts. Participants will be required to sign a conflict of interest certification.

11. Agency agrees to comply with the requirements of Title 24 Code of Federal Regulations, Part 570 concerning Community Development Block Grants (CDBG), including but not limited to any and all amendments to Title 24 Part 570 and all federal regulations and policies issued pursuant to these regulations.
12. Agency shall also provide to the Administrator a report on funds provided by the City, prepared at the end of each quarter, at minimum, in accordance to the schedule received. This report will include the total number of unduplicated individuals and households served, including their ethnic origin, number in household, income level, disability status, and whether these persons are female head of household. Reporting may include additional information specific to the funded activity, as requested by City or any federal government agency.
13. Agency shall administer, in good faith, a policy designed to ensure that its facilities are free from the illegal use, possession or distribution of drugs or alcohol.
14. **Program Income:** The Agency shall report all program income (as defined at 24 CFR 570.090(a)) generated by activities carried out with CDBG funds made available under this Agreement. In the event that any program income is derived from the activities specified in this Agreement, such income shall be transferred to the City's Grant Fund.
15. Agency's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials,

equipment, unspent cash advances, program income balances, and receivable accounts to City), and determining the custodianship of records.

16. Accounting Standards: Agency agrees to comply with 24 CFR Part 84 accounting standards and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
17. The Agency agrees that funds provided under this contract will be executed in accordance with the federal regulations specified in 24 CFR 570.200(j). An organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious beliefs and may not engage in inherently religious activities, such as worship, religious instruction, or proselytizing as part of the programs or services funded under this part. If any organization conducts such activities, they must be offered separately, in time or location, from the programs funded by CDBG. Participation must be voluntary for the beneficiaries of the HUD-funded programs.
18. In the event that the U.S. Department of Housing and Urban Development shall determine that funds expended by Agency under this Agreement have been spent in violation of federal regulations, and that an amount equal to said funds shall be reimbursed to the U.S. Treasury, Agency shall be solely responsible for said reimbursement.
19. It will be the responsibility of the Agency to participate in all appropriate training conducted by the City of McKinney as it pertains to this Agreement. The City shall provide timely notice of all training activities.
20. All agencies receiving any federal funding in the amount of \$25,000 or more will be under the requirements of the Federal Funding Accountability and Transparency Act (FFATA), as of January 1, 2009. The City of McKinney will report awards within 30 days of receipt of award, to the appropriate federal entities, for assurance in meeting federal accountability compliance requirements.
21. Agency and any contractor, supplier, vendor or any third party hired by Agency to complete the Project are not agents of the City. Any provisions of this Agreement that may appear to give the City any right to direct the Agency concerning the details of the obligations under this Agreement, or to exercise any control over such obligations, shall mean only that the Agency shall follow the direction of the City concerning the end results of the obligations.
22. Ownership of Documents. All documents, including, without limitation, designs, plans, bids, bills and receipts, prepared and submitted to the City pursuant to this Agreement (including any duplicate copies) shall be the property of the City. The City's ownership of these documents includes use of, reproduction or reuse of and all incidental rights thereto.

EXHIBIT "D"

Federal Labor Standards Provisions

- A. Agency agrees to ensure that all work done under the Project complies with the Davis-Bacon Act. Attention is called to the Contractor's guide to *Making Davis Bacon Work*, which is available at the following website:

http://www.hudclips.org/sub_nonhud/cgi/pdfforms/4812-LR.pdf

Projects utilizing CDBG must comply with Davis-Bacon Act prevailing wages.

The Davis Bacon Act requires the payment of prevailing wage rates (which are determined by the U.S. Department of Labor) to all laborers and mechanics on Federal government construction projects in excess of \$2,000.

Consultation for Davis Bacon must include the following city contacts:

Richard Hall, Housing Inspector (Consultation/Reporting)
Phone: 972-658-0023 rhall@mckinneytexas.org

Patricia (Trish) Jackson, PE – Facilities Construction Manager
Phone: 972-547-7439 pjackson@mckinneytexas.org

Mr. Hall and Ms. Jackson must be included on all communication and consultation for the project with regard to Davis Bacon. It is advised that contact should be made prior to project implementation and during the project activity.

- B. The most current prevailing wage rates by worker classification may be obtained from the City contacts. **Wages not less than the established prevailing wage rates must be paid on the project for each classification.**
- C. For overtime work and legal holidays, the minimum hourly rate to be paid shall be one and one-half times (1.5x) the basic hourly wage set forth in this section.
- D. The prime Contractor is responsible and will be held liable for any wage restitution that is due to any worker employed in the construction of the project, including workers employed by subcontractors and any lower-tier subcontractors. The Contract Administrator (Agency) shall cause withholding from payments due to the prime contractor to ensure that the payment of wages which are believed to be due and unpaid, for example, if wage underpayments or other violations are not corrected within 30 days after notification to the prime contractor.
- E. No portion of this provision shall be construed to prohibit the payment to any laborer, workman, or mechanic employed on the Project of more than the stated wage rate. It shall be the responsibility of the Contractor to maintain an adequate work force whether higher wages are required or not.

- F. The Contractor or subcontractor violating a requirement may be determined ineligible to bid on or receive any additional work during the calendar year following the year in which the violation occurred.
- G. The Agency will be responsible for ensuring compliance of all Davis-Bacon requirements under the agreement. The City and Agency will be responsible for reporting Davis-Bacon compliance to the U.S. Department of Housing and Urban Development during the required reporting periods per funding and project requirements. Site visits, monitoring and reporting to HUD during the project and thereafter will be expected and required. Reporting documents will be filed separately to the Regional Administrator, Labor Relations at the HUD Fort Worth Regional Office, per notice and instruction.

EXHIBIT "E"

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND
COOPERATIVE AGREEMENTS**

THE UNDERSIGNED CERTIFIES TO THE BEST OF HIS OR HER KNOWLEDGE AND BELIEF THAT:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for the purpose of influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit federal Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 United States Code § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By: _____
Signature

Printed Name

Title

Agency/Business
Date Signed: _____

**EXHIBIT “ F”
INSURANCE REQUIREMENTS**

The Agency shall at its own expense procure, pay for and maintain for the duration of the Grant Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the services performed, or to be performed, hereunder by the Agency, its agents, representatives, employees, volunteers, officers, director, or subcontractors. The

The following insurance must be written by companies approved by the state of Texas and acceptable to the City of McKinney. The Agency shall furnish to the City of McKinney certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. All deductibles on any policy shall be the responsibility of the primary holder of such policy and shall not be the responsibility of the City of McKinney.

The Certificate Holder section must be addressed as follows:

City of McKinney
C/o EBIX BPO
212 Kent Street
Portland, MI 48875-0257

Certificates must e-mailed from the owner or owner's agent to certsonly-portland@ebix.com and copy the Administrator on the same email for documentation before the project begins.

- A. 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 \$500,000 per-occurrence, \$1,000,000 Products/Completed Operations Aggregate and \$1,000,000 general aggregate. Coverage must be written on an occurrence form.
- B. With reference to the foregoing required insurance, the vendor shall endorse applicable insurance policies as follows:
 - 1. The City of McKinney, its officials, employees, officers, volunteers, boards and commissions shall be named as additional insureds on the Commercial General Liability policy, by use of an endorsement that includes the completed operations hazard.
 - 2. 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 the BEST Rating Company or equivalent.

EXHIBIT "G"
AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned, declare and affirm that no person or officer in this sole proprietorship, partnership, corporation, or board has or will have during the term of this Agreement a prohibited interest as that is defined in Section 173 of the City of McKinney Charter and the City of McKinney Code of Ethics.

I further understand and acknowledge that the existence of a prohibited interest at any time during the term of this Agreement will render the Agreement voidable.

McKINNEY HOUSING AUTHORITY

Roslyn Miller
EXECUTIVE DIRECTOR

Date: _____

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public, State of Texas

EXHIBIT "H"

**City of McKinney
CDBG Procurement Certification**

The Agency will use the appropriate method of procurement for professional services when using Community Development Block Grant (CDBG) funds from the City of McKinney. Per the City's requirement and HUD, is also required that at minimum two HUBS must receive notice. In the general summary, Subrecipient must adhere to procurement regulations for full scope of performance.

CERTIFICATION STATEMENTS

- 1) The Housing Authority of McKinney, Texas understands and confirms its obligation to procure professional services per the revised grant agreement. MCKINNEY HOUSING AUTHORITY confirms and understands it will accomplish procurement of professional services in accordance with City of McKinney requirements under the Purchasing Department.
- 2) The Housing Authority of McKinney, Texas will or has performed required federal obligations under HUD regarding procurement of professional services, under federal regulations 24 CFR 570.202(b)(2), OMB Circular 24 CFR 85.22, CFR 85.36 and
- 3) The Housing Authority of McKinney, Texas confirms current or past receipt of the following items: City of McKinney Subrecipient Handbook, 2015-16 and Chapter 3: Procurement requirements, CDBG Playing by the Rules" guide.

HOUSING AUTHORITY OF MCKINNEY, TEXAS

Print Authorized Name and Title
Housing Authority of McKinney, TX

Authorized Contract Signatory and Title
Housing Authority of McKinney, TX

Date

ATTESTATION

I, **ROSLYN MILLER** am of sound mind and at least eighteen (18) years of age. My position is **EXECUTIVE DIRECTOR** of the **HOUSING AUTHORITY OF MCKINNEY, TEXAS**. As the **EXECUTIVE DIRECTOR** of the **HOUSING AUTHORITY OF MCKINNEY, TEXAS**, I do hereby affirm to the best of my knowledge that **HOUSING AUTHORITY OF MCKINNEY, TEXAS** is a Texas municipal housing authority created under Chapter 392 of the Texas Local Government Code, and that I have the authority to enter into this Agreement on behalf of the **HOUSING AUTHORITY OF MCKINNEY, TEXAS**.

HOUSING AUTHORITY OF MCKINNEY, TEXAS

Roslyn Miller
EXECUTIVE DIRECTOR

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public, State of Texas



15-160Z4

TITLE: Conduct a Public Hearing to Consider/Discuss/Act on a Request to Rezone the Subject Property from “C” - Planned Center District, “PD” - Planned Development District and “CC” - Corridor Commercial Overlay District to “C2” - Local Commercial District and “CC” - Corridor Commercial Overlay District, Located on the Northeast Corner of Custer Road and U.S. Highway 380 (University Drive), and Accompanying Ordinance

COUNCIL GOAL: Direction for Strategic Growth

MEETING DATE: August 18, 2015

DEPARTMENT: Planning

CONTACT: Brian Lockley, Interim Director of Planning
Brandon Opiela, Planning Manager
Samantha Pickett, Planner II

RECOMMENDED CITY COUNCIL ACTION:

- Staff recommends approval of the proposed rezoning request.

ITEM SUMMARY:

- The applicant is requesting to rezone approximately 2.39 acres of land from “C” - Planned Center District, “PD” - Planned Development District and “CC” - Corridor Commercial Overlay District to “C2” - Local Commercial District and “CC” - Corridor Commercial Overlay District, generally to remove the layout currently governing a portion of the property, while maintaining similar allowed commercial uses.
- On July 14, 2015 the Planning and Zoning Commission voted to close the public hearing and table the item to the July 28, 2015 Planning and Zoning Commission meeting due to a Staff noticing error.
- On August 3, 2015 the City Council voted to table the item to the August 18, 2015 City Council meeting per the applicant’s request.

BACKGROUND INFORMATION:

- Please see attached Planning and Zoning Commission meeting Staff report.

FINANCIAL SUMMARY:

- N/A

BOARD OR COMMISSION RECOMMENDATION:

- On July 28, 2015 the Planning and Zoning Commission voted 6-0-0 to recommend approval of the proposed rezoning request.

SUPPORTING MATERIALS:

[CC Minutes 08.03.pdf](#)

[PZ Minutes 07.28.pdf](#)

[PZ Minutes 07.14.pdf](#)

[PZ Report](#)

[Location Map and Aerial Exhibit](#)

[Letter of Intent](#)

[Comprehensive Plan Maps](#)

[Land Use and Tax Base Summary](#)

[Proposed Ordinance](#)

[Proposed Exhibits A-B](#)

[PowerPoint Presentation](#)

City Council Regular Meeting Minutes of August 3, 2015:

15-160Z3 Mayor Loughmiller called for a Public Hearing to Consider/Discuss/Act on a Request to Rezone the Subject Property from "C" - Planned Center District, "PD" - Planned Development District and "CC" - Corridor Commercial Overlay District to "C2" - Local Commercial District and "CC" - Corridor Commercial Overlay District, Located on the Northeast Corner of Custer Road and U.S. Highway 380 (University Drive), and Accompanying Ordinance. Executive Director of Development Services Michael Quint stated that prior to tonight's meeting the applicant requested that this item be tabled. There are some ongoing contract discussions before this item can go forward. The applicant is requesting that the public hearing be continued and the item be tabled until the August 18, 2015 meeting. Applicant, Mr. Bryan Burger with Burger Engineering, 17103 Preston Road, Dallas, stated that they are requesting that this item be tabled. Mayor Loughmiller called for public comments and there were none. Council unanimously approved the motion by Council member Pogue, seconded by Council member Day, to continue the public hearing and table this item to the August 18th Regular Meeting.

Planning and Zoning Commission Meeting Minutes of July 28, 2015:

15-160Z2 Conduct a Public Hearing to Consider/Discuss/Act on a Request to Rezone the Subject Property from "C" - Planned Center District, "PD" - Planned Development District and "CC" - Corridor Commercial Overlay District to "C2" - Local Commercial District and "CC" - Corridor Commercial Overlay District, Located on the Northeast Corner of Custer Road and U.S. Highway 380 (University Drive)

Ms. Samantha Pickett, Planner II for the City of McKinney, explained the proposed rezoning request. She stated that Staff recommends approval of the proposed rezoning request and offered to answer questions.

Mr. Bryan Burger, Burger Engineering, LLC, 17103 Preston Road, Dallas, TX, briefly explained the proposed rezoning request and offered to answer questions. There were none.

Vice-Chairman Hilton opened the public hearing and called for comments. There being none, on a motion by Commission Member Stevens, seconded by Alternate Commission Member McCall, the Commission voted unanimously to close the public hearing and recommend approval of the rezoning request as recommended by Staff, with a vote of 6-0-0.

Vice-Chairman Hilton stated that the recommendation of the Planning and Zoning Commission will be forwarded to the City Council meeting on August 3, 2015.

Planning and Zoning Commission Meeting Minutes of July 14, 2015:

15-160Z Conduct a Public Hearing to Consider/Discuss/Act on a Request to Rezone the Subject Property from "PD" - Planned Development District and "CC" - Corridor Commercial Overlay District to "C2" - Local Commercial District and "CC" - Corridor Commercial Overlay District, Located on the Northeast Corner of Custer Road and U.S. Highway 380 (University Drive) (REQUEST TO BE TABLED)

Ms. Samantha Pickett, Planner II for the City of McKinney, explained that Staff recommends that the public hearing be closed and the item tabled to the July 28, 2015 Planning and Zoning Commission meeting due to a Staff noticing error. She stated that Staff would re-notice prior to an upcoming Planning and Zoning Commission meeting.

Chairman Franklin opened the public hearing and called for comments. There being none, on a motion by Vice-Chairman Hilton, seconded by Commission Member Gilmore, the Commission voted unanimously to close the public hearing and table the proposed rezoning request to the July 28, 2015 Planning and Zoning Commission meeting as recommended by Staff, with a vote of 7-0-0.

| |
|--------------------|
| AGENDA ITEM |
|--------------------|

TO: Planning and Zoning Commission

THROUGH: Brandon Opiela, Planning Manager

FROM: Samantha Pickett, Planner II

SUBJECT: Conduct a Public Hearing to Consider/Discuss/Act on a Request to Rezone the Subject Property from "C" – Planned Center, "PD" – Planned Development District and "CC" – Corridor Commercial Overlay District to "C2" – Local Commercial District and "CC" – Corridor Commercial Overlay District, Located on the Northeast Corner of Custer Road and U.S. Highway 380 (University Drive)

APPROVAL PROCESS: The recommendation of the Planning and Zoning Commission will be forwarded to the City Council for final action at the August 3, 2015 meeting.

STAFF RECOMMENDATION: Staff recommends approval of the proposed rezoning request.

APPLICATION SUBMITTAL DATE: June 15, 2015 (Original Application)
June 29, 2015 (Revised Submittal)

ITEM SUMMARY: The applicant is requesting to rezone approximately 2.39 acres of land from "C" – Planned Center District, "PD" – Planned Development District and "CC" – Corridor Commercial Overlay District to "C2" – Local Commercial District and "CC" – Corridor Commercial Overlay District, generally to remove the layout currently governing a portion of the property, while maintaining similar allowed commercial uses.

On July 14, 2015 the Planning and Zoning Commission voted to close the public hearing and table the item to the July 28, 2015 Planning and Zoning Commission meeting due to a Staff noticing error.

ZONING:

| Location | Zoning District (Permitted Land Uses) | Existing Land Use |
|------------------|---|-------------------------------|
| Subject Property | “C” – Planned Center District, “PD” – Planned Development District Ordinance No. 2004-09-093, and “CC” – Corridor Commercial Overlay District (Commercial Uses) | Undeveloped Land |
| North | City of McKinney Extraterritorial Jurisdiction (ETJ) | Single Family Home |
| South | “BG” – General Business District, “PD” – Planned Development District Ordinance No. 2009-04-026 and “CC” – Corridor Commercial Overlay District (Commercial Uses) | 7-Eleven and Undeveloped Land |
| East | “PD” – Planned Development District Ordinance No. 2004-09-093 and “CC” – Corridor Commercial Overlay District (Commercial Uses) | Ewing Irrigation |
| West | City of Prosper | Undeveloped Land |

PROPOSED ZONING: The applicant is requesting to rezone the subject property generally for commercial uses. The subject property currently allows commercial uses; however, the subject property (existing Lot 2, Block A, of the Custer/380 Addition) is governed by two different zoning districts (“C” – Planned Center District and “PD” – Planned Development District) splitting the property.

The governing planned development ordinance for the eastern portion of the subject property ties down a layout designating the area for open space, while the western portion of the property is zoned “C” – Planned Center District. Staff is of the opinion that removal of the existing planned development ordinance layout and the request to designate the entire property to “C2” – Local Commercial District zoning will help simplify the zoning for future development of the property. Given the property’s adjacency to U.S. Highway 380 (University Drive) and the location of similar commercial uses south and east of the subject property, Staff feels that the request for commercial uses is appropriate for this location and, as such, recommends approval of the proposed rezoning request.

CONFORMANCE TO THE COMPREHENSIVE PLAN: The Future Land Use Plan (FLUP) designates the subject property for commercial uses. The FLUP modules diagram designates the subject property as Suburban Mix within a significantly developed area. The Comprehensive Plan lists factors to be considered when a rezoning request is being considered within a significantly developed area:

- **Comprehensive Plan Goals and Objectives:** The proposed rezoning request is generally in conformance with the goals and objectives of the Comprehensive Plan. In particular, the proposed zoning change would help the community attain the goal of “Economic Development Vitality for a Sustainable and Affordable Community” through the stated objective of the Comprehensive Plan, a “balanced development pattern”.
- **Impact on Infrastructure:** The proposed rezoning request should have a minimal impact on the existing and planned water, sewer and thoroughfare plans in the area.
- **Impact on Public Facilities/Services:** The proposed rezoning request should have a minimal impact on public services, such as schools, fire and police, libraries, parks and sanitation services.
- **Compatibility with Existing and Potential Adjacent Land Uses:** As the base zoning of the subject property is not being altered, the subject property the subject property should remain compatible with the surrounding properties zoned for commercial and residential uses.
- **Fiscal Analysis:** Staff did not perform a fiscal analysis for this case because the rezoning request does not alter the base commercial zoning of the subject property.

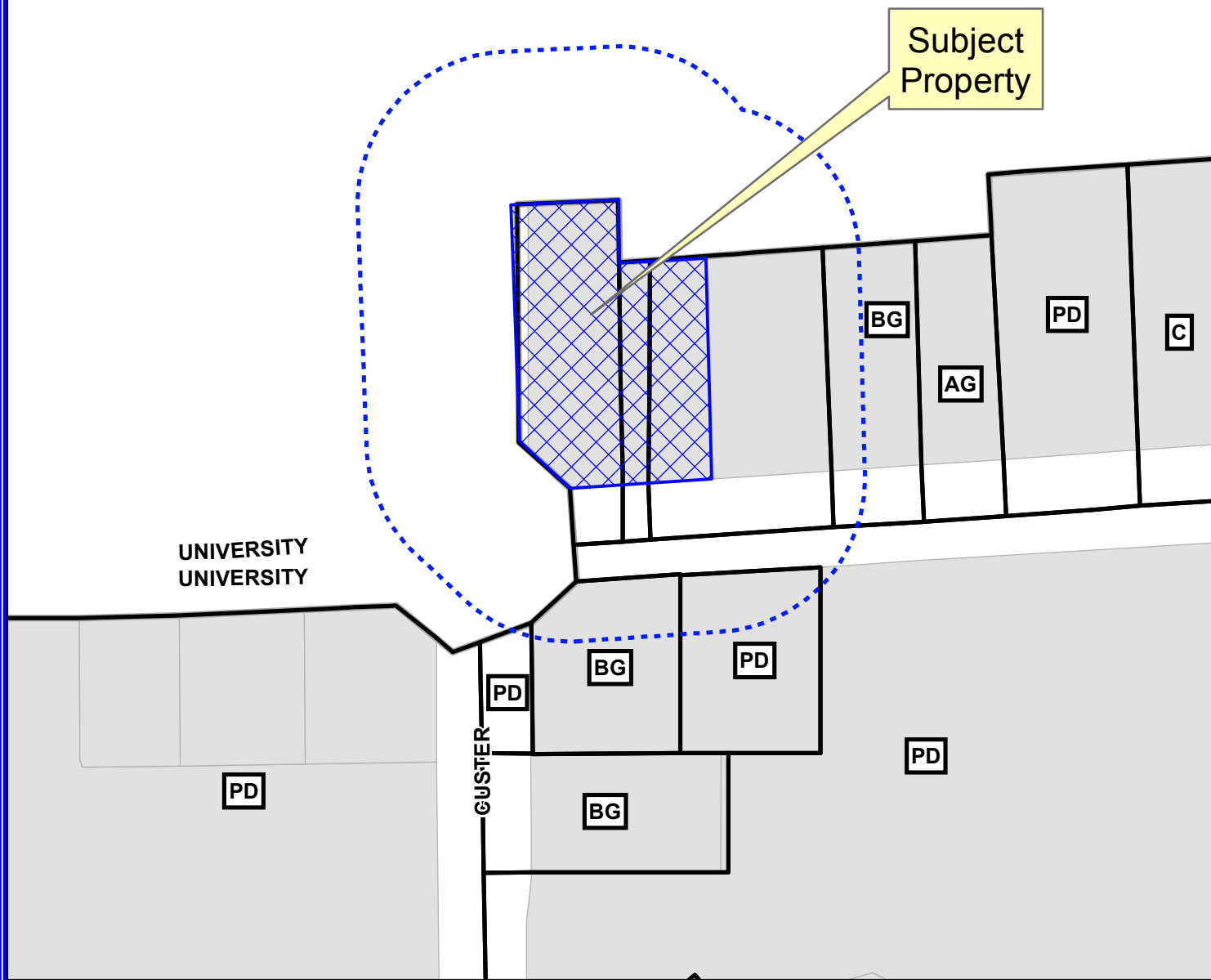
The attached “Land Use and Tax Base Summary” shows that Module 51 is currently comprised of approximately 53.4% residential uses, 6.3% non-residential uses (including institutional and agricultural uses), and 40.3% within the extraterritorial jurisdiction (ETJ). The proposed rezoning request will have no impact on the anticipated land uses in this module. Estimated tax revenues in Module 51 are comprised of approximately 84.3% from residential uses and 15.7% from non-residential uses (including institutional and agricultural uses). Estimated tax revenues by type in Module 51 are comprised of approximately 89.9% ad valorem taxes and 10.1% sales and use taxes.

- **Concentration of a Use:** The proposed rezoning request should not result in an over concentration of commercial land uses in the area.

OPPOSITION TO OR SUPPORT OF REQUEST: Staff has received no comments or phone calls in support of or opposition to this request.

ATTACHMENTS:

- PZ Minutes 07.14.15
- Location Map and Aerial Exhibit
- Letter of Intent
- Comprehensive Plan Maps
- Land Use and Tax Base Summary
- Existing "PD" – Planned Development District Ordinance No. 2002-09-093
- Proposed Zoning Exhibit - Boundary
- PowerPoint Presentation



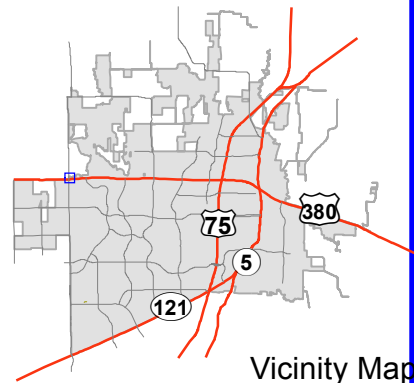
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Notification Map

Case: 15-160Z

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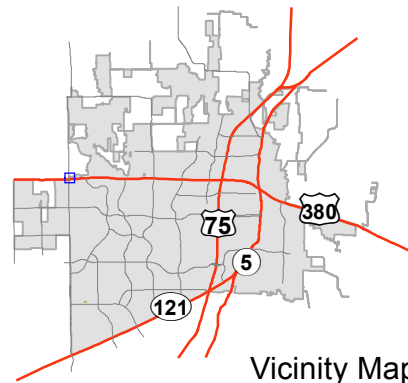
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Notification Map

Case: 15-160Z

--- 200' Buffer



Vicinity Map

B | BURGER
ENGINEERING
Civil Consultants

May 7, 2015

City of McKinney
Planning Department
221 N. Tennessee Street
McKinney, Texas 75069

Re: Straight Zoning Case – Letter of Intent
Lot 2, Block A
Custer/380 Addition
McKinney, Texas
B.E. No. 013-162

Dear City Planner,

Please accept the following information as the letter of intent for the above referenced straight zoning case application:

- The proposed zoning case includes 2.236 acres.
- The proposed zoning case is located at the northeast corner of U.S. Highway 380 (University Drive) and F.M. 2478 (Custer Road).
- The property is currently zoned C (Planned Center) and PD (Planned Development) ordinance number 2004-09-094.
- The proposed zoning district is C2 (Local Commercial).
- The subject property is being re-zoned to allow for the development of a dine-in/drive-through restaurant.
- A dine-in/drive-through restaurant cannot be developed today due to the fact that the property is located in two zoning districts.
- Applicant:
Bryan M. Burger, P.E.
Burger Engineering, LLC
17103 Preston Road, Suite 180N
Dallas, Texas 75248
(972) 630-3360
- Owner:
Gesher Venture, LTD.
16950 Dallas Parkway, Suite 120
Dallas, Texas 75248
(972) 732-9000

BRYAN M. BURGER, P.E.

17103 Preston Road, Suite 180N | Dallas, Texas 75248 | Office: 972.630.3360 | Fax: 972.630.3380

B

Page 2
Straight Zoning Case –
Letter of Intent
Lot 2, Block A
Custer/380 Addition
McKinney, Texas
B.E. No. 013-162



Please contact our office if you have any questions or comments.

Sincerely,

A handwritten signature in blue ink, appearing to read 'B. M. Burger'.

Bryan M. Burger, P.E.

CITY OF MCKINNEY COMPREHENSIVE PLAN FUTURE LAND USE PLAN

* Original Adoption 03-22-2004
(Ordinance No. 2004-03-035)

* Amendment #1 04-04-2006
(Ordinance No. 2006-04-042)
Revised to reflect alignment of
Future Collin County
Multimodal Transportation
Corridor as well as changes to
the Master Thoroughfare Plan.

* Amendment #2 01-05-2010
(Ordinance No. 2010-01-001)
Revised to reflect the Trinity
Falls Municipal Utility District,
the Airport Master Plan,
boundary changes between
McKinney, Fairview, and
Princeton as well as changes to
the Master Thoroughfare Plan.

* Amendment #3 07-16-2013
(Ordinance No. 2013-07-070)
Revised to reflect the changes to
the Master Thoroughfare
Plan.

* Amendment #4 05-05-2015
(Ordinance No. 2015-05-039)
Revised to reflect changes to
anticipated land uses/zoning for
the area formerly known as the
REC Module and create new
modules: Tollway Commercial
Module and Urban Mix Module.

The Future Land Use Plan serves as a guide for future development and represents policy and generalized land uses proposed for the City of McKinney. This Future Land Use Plan is composed of Land Use Modules. The Modules are groupings of several different land use categories combined with recommended percentages, working to achieve a holistic goal for a specific area of the community. THIS IS NOT A ZONING MAP.

Legend

- Existing and Future Thoroughfares
- Extraterritorial Jurisdiction
- Rail Lines
- Floodplain

FUTURE LAND USE MODULES

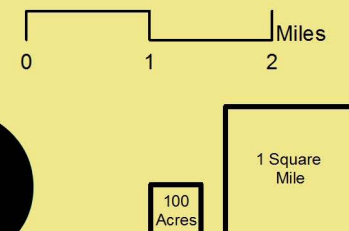
- Estate Mix
- Suburban Mix
- Urban Mix
- Town Center
- Transit Village (1/4 mile radius)
- Community Village
- Regional Commercial
- Tollway Commercial
- Regional Employment
- Office Park
- Industrial
- Airport Industrial
- Potential Commercial within the Residential Module (Based on Locational Criteria)

ANTICIPATED LAND USES / ZONING

- Floodplain
- Golf Course
- Parks/Open Space
- Government/Schools
- Airport
- Heavy Manufacturing
- Light Manufacturing
- Commercial Historic
- Commercial
- Neighborhood Business
- Mixed Use
- Office
- Residential/Low Density
- Residential/Medium Density
- Residential/High Density
- Residential/Urban High Density

Source: City of McKinney Planning Department Data

05 May 2015
FIGURE 7.4



CITY OF MCKINNEY COMPREHENSIVE PLAN

FUTURE LAND USE PLAN MODULE DIAGRAM

Legend

- +— Rail Line
- Existing and Future Thoroughfares
- Floodplain

FUTURE LAND USE MODULES

- EM Estate Mix
- SM Suburban Mix
- UM Urban Mix
- TC Town Center
- TV Transit Village
- CV Community Village
- RC Regional Commercial
- TWY Tollway Commercial
- RE Regional Employment
- OP Office Park
- A Industrial
- I Airport Industrial

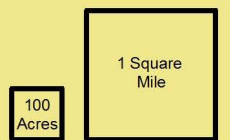
MODULE TYPE

- ▨ Existing Modules
- Future Modules

Source: City of McKinney Planning Department Data

05 May 2015
FIGURE 7.5

0 1 2 Miles



* Original Adoption 03-22-2004
(Ordinance No. 2004-03-035)

* Amendment #1 04-04-2006
(Ordinance No. 2006-04-042)
Revised to reflect alignment of
Future Collin County
Multimodal Transportation
Corridor as well as changes to
the Master Thoroughfare Plan.

* Amendment #2 01-05-2010
(Ordinance No. 2010-01-001)
Revised to reflect the Trinity
Falls Municipal Utility District,
the Airport Master Plan,
boundary changes between
McKinney, Fairview, and
Princeton as well as changes to
the Master Thoroughfare Plan.

* Amendment #3 07-16-2013
(Ordinance No. 2013-07-070)
Revised to reflect the changes
to the Master Thoroughfare
Plan.

* Amendment #4 05-05-2015
(Ordinance No. 2015-05-039)
Revised to remove the REC
Module and create new
modules: Tollway Commercial
Module and Urban Mix Module.

CITY OF MCKINNEY COMPREHENSIVE PLAN

MASTER THOROUGHFARE PLAN

- High Capacity at Grade Intersections
- Grade Separated Intersections
- Extraterritorial Jurisdiction (ETJ)
- Rail Lines
- Floodplain

Roadway Classifications

- Major Regional Highway / Multi-Modal
- Tollway
- Principal Arterial - 130' ROW (6 lanes)
- Major Arterial (6 lanes)
- Minor Arterial (4 lanes)
- Greenway Arterial (4 lanes)
- Town Thoroughfare
- Road By Others

* Original Adoption (Ordinance No. 2004-03-035)
 * Amendment #1 (Ordinance No. 2005-10-133) Revised to reflect changes to Ridge Road and Stonebridge Drive north of Bloomdale Road.
 * Amendment #2 (Ordinance No. 2010-01-001) Revised to reflect actual alignments of recently built roads, the Future Collin County Multimodal Transportation Corridor alignment, the Trinity Falls Municipal Utility District, assorted roadway classification changes, and boundary changes between McKinney, Fairview and Princeton.
 * Amendment #3 (Ordinance No. 2012-11-160) Revised to reflect new Custer Rd. /Wilmeth Rd. Alignment.
 * Amendment #4 (Ordinance No. 2013-07-070) Revised to reflect actual alignments of recently built roads, the Future Collin County Multimodal Transportation Corridor alignment, the Trinity Falls Municipal Utility District, Custer Rd. north of U.S. 380, Stonebridge Dr. north of U.S. 380, Hardin Blvd. north of U.S. 380, FM 546, and assorted roadway classification changes.

Source: City of McKinney GIS Department Data

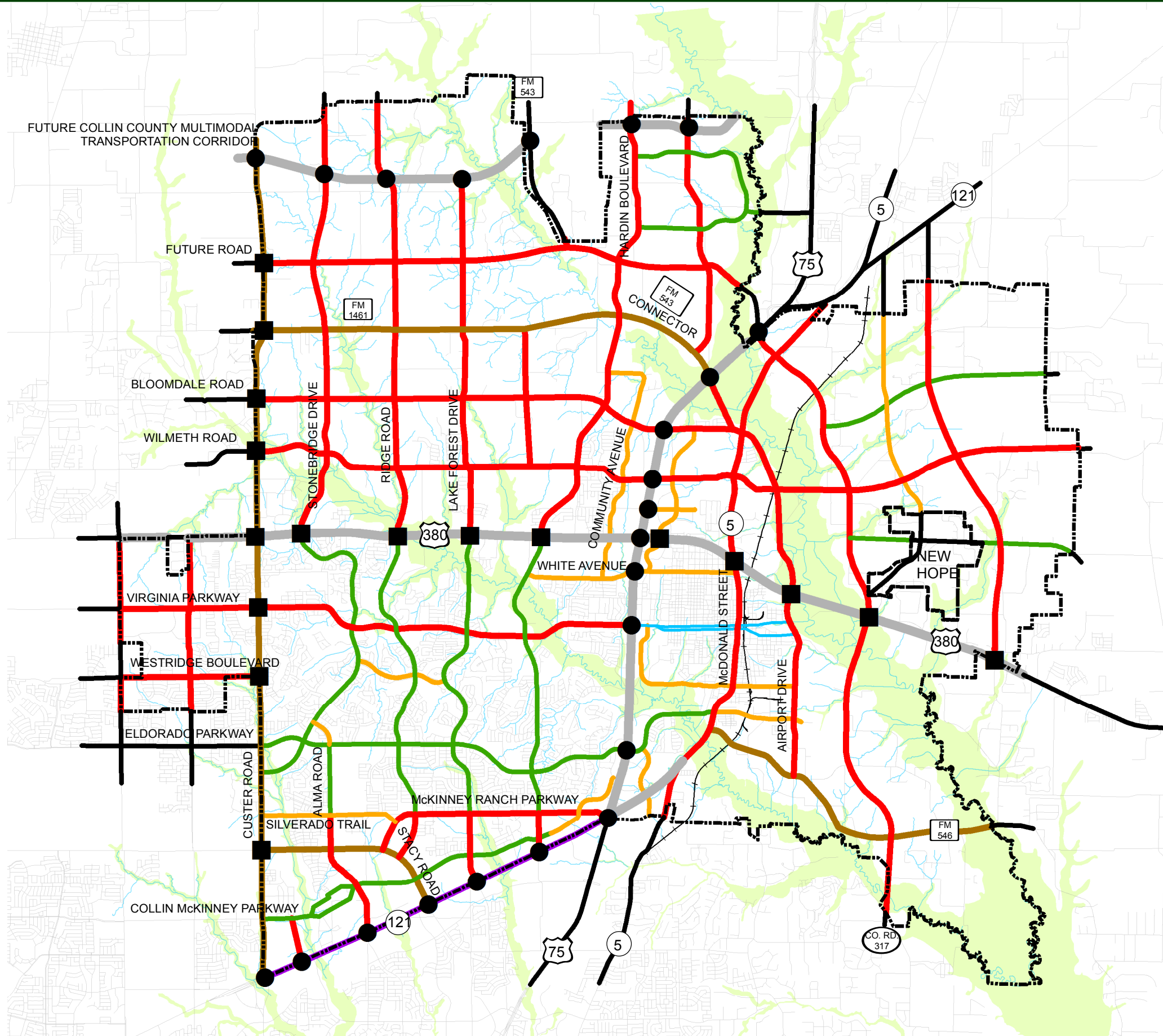
16 July 2013
FIGURE 8.2

0 5,500 11,000 Feet



100 Acres

1 Square Mile

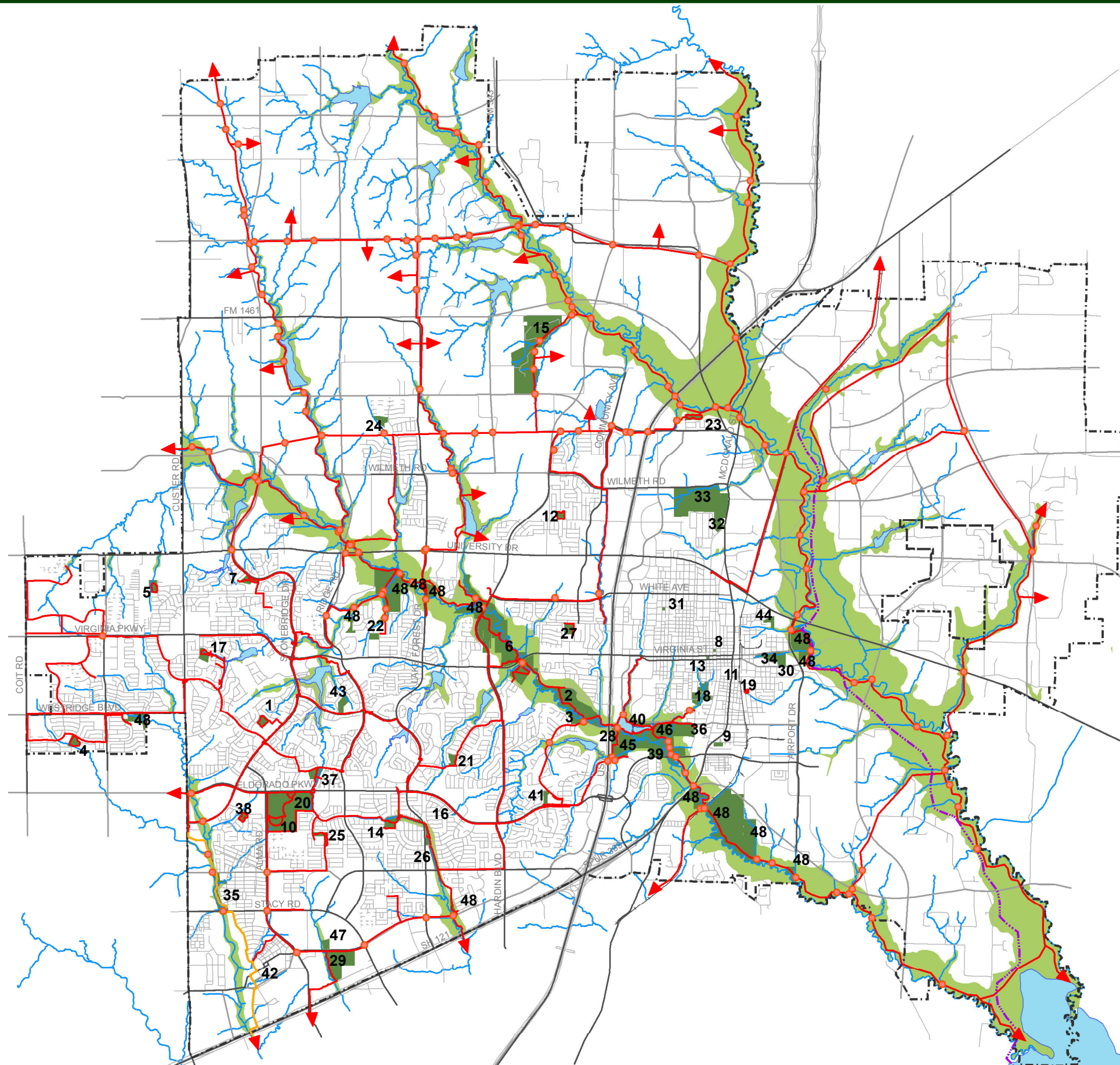


CITY OF MCKINNEY COMPREHENSIVE PLAN

HIKE AND BIKE TRAILS MASTER PLAN

PARKS AND FACILITIES

1. A. Hardy Eubanks, Jr. Park
2. Al Ruschhaupt Soccer Complex
3. Alex Clark Disc Golf Course
4. Ash Woods Park
5. Aviator Park
6. Bonnie Wenk Park
7. Carey Cox Memorial Park
8. Central Park
9. Cottonwood Park
10. The Courts at Gabe Nesbitt
11. Day Labor Plaza
12. Dr. Charles B. McKissick Park
13. Dr. Glenn Mitchell Memorial Park
14. E. A. Randles Park
15. Erwin Park
16. Ezra Lee (Tinker) Taylor Park
17. Falcon Creek Park
18. Finch Park
19. Fitzhugh Park
20. Gabe Nesbitt Community Park
21. Hill Top Park
22. Horizon Park
23. Inspiration Park
24. Jim Ledbetter Park
25. John M. Whisenant Park
26. Katherine B. Winniford Park
27. Mary Will Craig Park
28. McKinney Community Center
29. McKinney Soccer Complex @ Craig Ranch
30. Mouzon Ball Fields
31. Murphy Park
32. North Park & Juanita Maxfield Swimming Pool
33. Oak Hollow Golf Course
34. Old Settlers Park & Recreation Center
35. Rowlett Creek Park
36. Senior Recreation Center
37. Serenity Park
38. Tom Allen Jr. Park
39. Towne Lake Disc Golf
40. Towne Lake Park
41. Valley Creek Park
42. Veterans Memorial Park
43. W. B. Finney Park
44. Wattle Park
45. Wilson Creek Nature Trail
46. Wilson Creek Softball Complex
47. World Collection of Cape Myrtles
48. Undeveloped/Open Space



- Bridge/Grade Crossing
- Extra-territorial Jurisdiction
- Hike and Bike Trail
- Six City Trail
- Equestrian Trail
- Roads
- Proposed Thoroughfare
- Railroad
- Creeks
- Lakes
- Park Property
- Flood Plain

▶ The arrows represent potential connections to future school sites with the intent of connecting all school sites with the main trails along major creeks.

* Original Adoption 3-22-04 (Ordinance No. 2004-03-035)
 * Amendment #1: 10-18-05 - Revised sections of Ridge Road and Stonebridge Drive north of Bloomdale Road (Ordinance No. 05-10-133).
 * Amendment #2 4-4-06 - realigned the trail in the vicinity of the intersection of the Irving Water Distribution Line Easement and the East Fork of the Trinity River (Ordinance No. 2006-04-042).
 * Amendment #3 6-3-08 - Adding, relocating, and eliminating various hike and bike sections (Ordinance No. 2008-06-055).
 * Amendment #4 Adding, relocating and eliminating various hike and bike sections. (Ordinance No. 2012-12-064)

DATE December 2012

FIGURE 9.2

0 5,000 10,000 Feet



100 Acres

1 Square Mile

Source: City of McKinney GIS Department Data

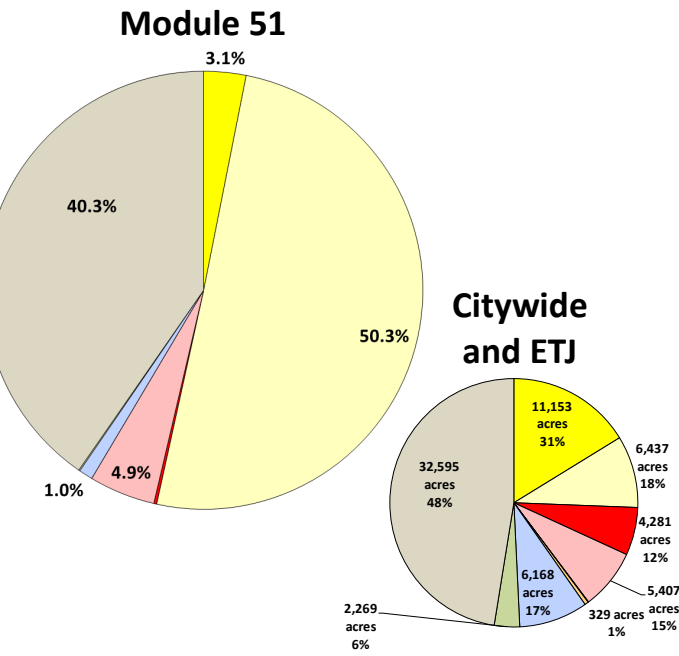
Land Use and Tax Base Summary for Module 51

15-160Z Rezoning Request

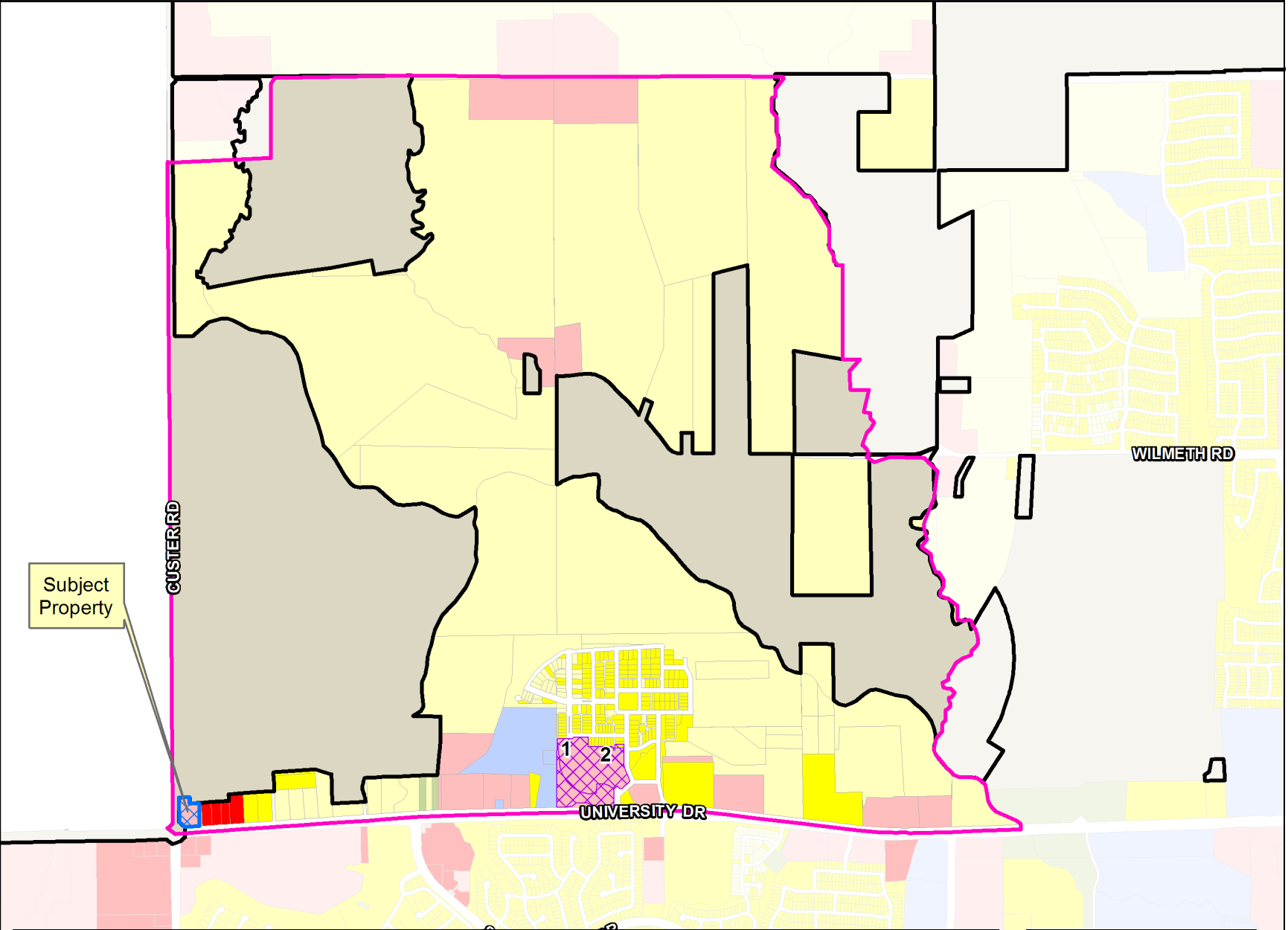
Land Use Summary

Based on information obtained from the Collin Central Appraisal District's certified tax roll in conjunction with approved zoning requests (for parcels currently undeveloped), below is a summary of existing and anticipated land uses in this module as of January 2014.

| | Acres |
|--|------------------------|
| Residential | 71.9 |
| Vacant Residential | 1,163.3 |
| Total Residential | 1,235.2 (53.4%) |
| Non-Residential | 4.9 |
| Vacant Non-Residential | 112.7 |
| Total Non-Residential | 117.6 (5%) |
| Mixed-Use | 0.0 |
| Vacant Mixed-Use | 0.0 |
| Total Mixed-Use¹ | 0 (0%) |
| Institutional (non-taxable) | 23.8 |
| Total Institutional (non-taxable) | 23.7 (1%) |
| Agricultural/Undetermined | 2.1 |
| Total Agricultural/Undetermined² | 2.0 (0%) |
| Total Acres (city limits only) | 1,378.6 (59.6%) |
| Extraterrestrial Jurisdiction (ETJ) | 932.4 |
| Total Extraterrestrial Jurisdiction³ | 932.4 (40.3%) |
| Total Acres | 2,311.1 |

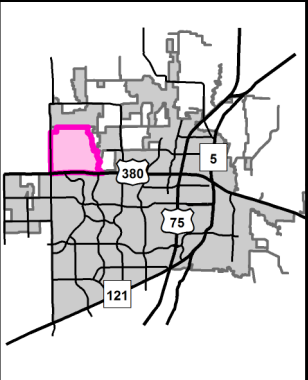


Module 51 Map



Approved Projects Impacting Land Use or Tax Base (2014, 2015)⁴

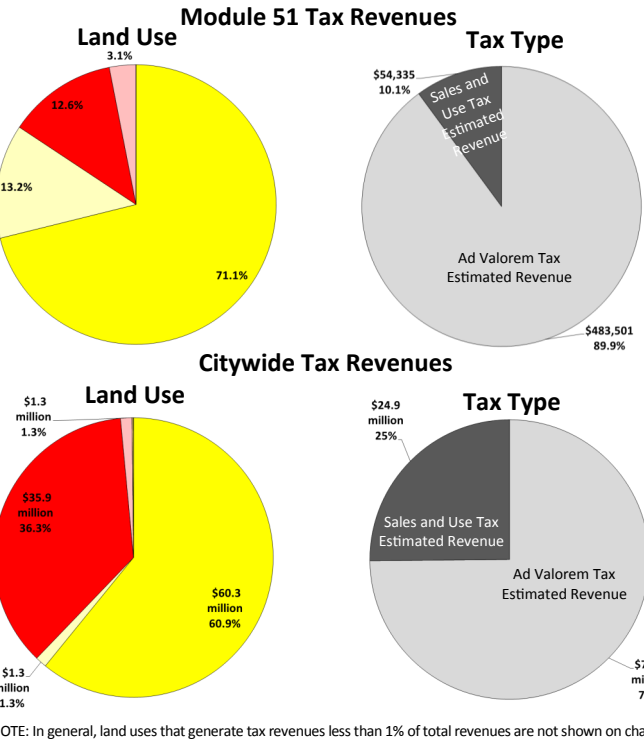
| Map ID | CaseNumber | Project Name | Project Description | Acres |
|--------|------------|---------------------|--|-------|
| 1 | 14-215Z | Tucker Hill | Rezone fewer than 14 acres (generally from residential to residential) | 13.1 |
| 2 | 15-019RP | Tucker Hill Phase 3 | Record plat for 55 single family residential lots and 7 common areas | 18.4 |



Tax Base Summary⁵

Based on the existing land uses in this module, below is a summary of the estimated tax revenues as of January 2014. These revenues are aggregated from Collin Central Appraisal District (for Ad Valorem taxes) and from the Texas Comptroller of Public Accounts (for Sales and Use taxes).

| Land Use | Ad Valorem | Sales Tax | Total |
|--|-------------------|------------------|-------------------|
| Residential | \$ 382,522 | \$ - | \$ 382,522 |
| Non-Residential | \$ 13,453 | \$ 54,335 | \$ 67,788 |
| Mixed-Use | \$ - | \$ - | \$ - |
| Tax Revenue from Developed Land | \$ 395,975 | \$ 54,335 | \$ 450,310 |
| Vacant Residential | \$ 71,012 | \$ - | \$ 71,012 |
| Vacant Non-Residential | \$ 16,513 | \$ - | \$ 16,513 |
| Vacant Mixed-Use | \$ - | \$ - | \$ - |
| Agricultural/Undetermined | \$ 1 | \$ - | \$ 1 |
| Tax Revenue from Undeveloped Land | \$ 87,526 | \$ - | \$ 87,526 |
| Grand Total (city limits only) | \$ 483,501 | \$ 54,335 | \$ 537,837 |



NOTE: In general, land uses that generate tax revenues less than 1% of total revenues are not shown on chart.

1. Mixed-Use land uses reflect those parcels for which zoning allows for residential and/or non-residential horizontal or vertically-integrated uses .
2. Agricultural/Undetermined land uses reflect those parcels with agricultural zoning for which no future use is currently defined.
3. Properties located in the ETJ are not included in the Land Use Summary and the Tax Base Summary because they fall outside of the city's land use and taxing jurisdiction.
4. Zoning, site plan and record plat cases approved after the certified tax roll of January 1, 2014 and change land use and/or vacancy status. These cases are not included in the Land Use Summary or the Tax Base Summary.
5. Institutional (non-taxable) properties are not included in the Tax Base Summary because these properties do not generate taxes. Estimated tax revenues do not include any property exemptions, delinquencies, etc. and; therefore, may not reflect actual collection amounts.

DISCLAIMER: This map and information contained in it were developed exclusively for use by the City of McKinney. Any use or reliance on this map by anyone else is at that party's risk and without liability to the City of McKinney, its officials or employees for any discrepancies, errors or variances which may exist.

ORDINANCE NO. 2015-08-XXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS, AMENDING THE ZONING MAP OF THE CITY OF MCKINNEY, TEXAS; SO THAT AN APPROXIMATELY 2.39 ACRE PROPERTY, LOCATED ON THE NORTHEAST CORNER OF CUSTER ROAD AND U.S. HIGHWAY 380 (UNIVERSITY DRIVE), IS REZONED FROM "C" – PLANNED CENTER DISTRICT, "PD" – PLANNED DEVELOPMENT DISTRICT, AND "CC" – CORRIDOR COMMERCIAL OVERLAY DISTRICT TO "C2" – LOCAL COMMERCIAL DISTRICT AND "CC" – CORRIDOR COMMERCIAL OVERLAY DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INJUNCTIVE RELIEF, PROVIDING FOR NO VESTED INTEREST; PROVIDING FOR THE PUBLICATION OF THE CAPTION OF THIS ORDINANCE; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF

WHEREAS, the City of McKinney has considered the rezoning of an approximately 2.39 acre property, located on the northeast corner of Custer Road and U.S. Highway 380 (University Drive), which is more fully depicted on Exhibits "A" and "B", attached hereto, from "C" – Planned Center District, "PD" – Planned Development District, and "CC" – Corridor Commercial Overlay District to "C2" – Local Commercial District and "CC" – Corridor Commercial Overlay District; and,

WHEREAS, after due notice of the requested rezoning as required by law, and the required public hearings held before the Planning and Zoning Commission and the City Council of the City of McKinney, Texas, the City Council is of the opinion that the change in zoning district should be made.

NOW, THEREFORE, BE IT HEREBY ORDAINED BY THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS, THAT:

- Section 1. The zoning map is hereby amended so that an approximately 2.39 acre property, located on the northeast corner of Custer Road and U.S. Highway 380 (University Drive), which is more fully depicted on Exhibits "A" and "B", attached hereto, is rezoned from "C" – Planned Center District, "PD" – Planned Development District, and "CC" – Corridor Commercial Overlay District to "C2" – Local Commercial District and "CC" – Corridor Commercial Overlay District.
- Section 2. The subject property shall develop in accordance with Section 146-112 ("C2" – Local Commercial District) and Section 146-101 ("CC" – Corridor Commercial Overlay District) of the City of McKinney Zoning Ordinance, and as amended.
- Section 3. If any section, subsection, paragraph, sentence, phrase or clause of this Ordinance shall be declared invalid for any reason whatsoever, such decision shall not affect the remaining portions of this Ordinance, which shall remain in full force and effect, and to this end, the provisions of this Ordinance are declared to be severable.
- Section 4. It shall be unlawful for any person, firm or corporation to develop this property, or any portion thereof, in any manner other than is authorized by this Ordinance, and upon conviction therefore, shall be fined any sum not exceeding \$2,000.00, and each day that such violation shall continue shall be considered a separate offense. These penal provisions shall not prevent an action on behalf of the City of McKinney to enjoin any violation or threatened violation of the terms of this Ordinance, or an action for mandatory injunction to remove any previous violation hereof.
- Section 5. That no developer or property owner shall acquire any vested interest in this Ordinance or specific regulations contained herein. The ordinance,

and the subsequent site plans (if any) and regulations may be amended or repealed by the City Council of the City of McKinney, Texas, in the manner provided by law.

Section 6. The caption of this Ordinance shall be published one time in a newspaper having general circulation in the City of McKinney, and shall become effective upon such publication.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS, ON THE 18th DAY OF AUGUST, 2015.

CITY OF MCKINNEY, TEXAS

BRIAN LOUGHMILLER
Mayor

CORRECTLY ENROLLED:

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

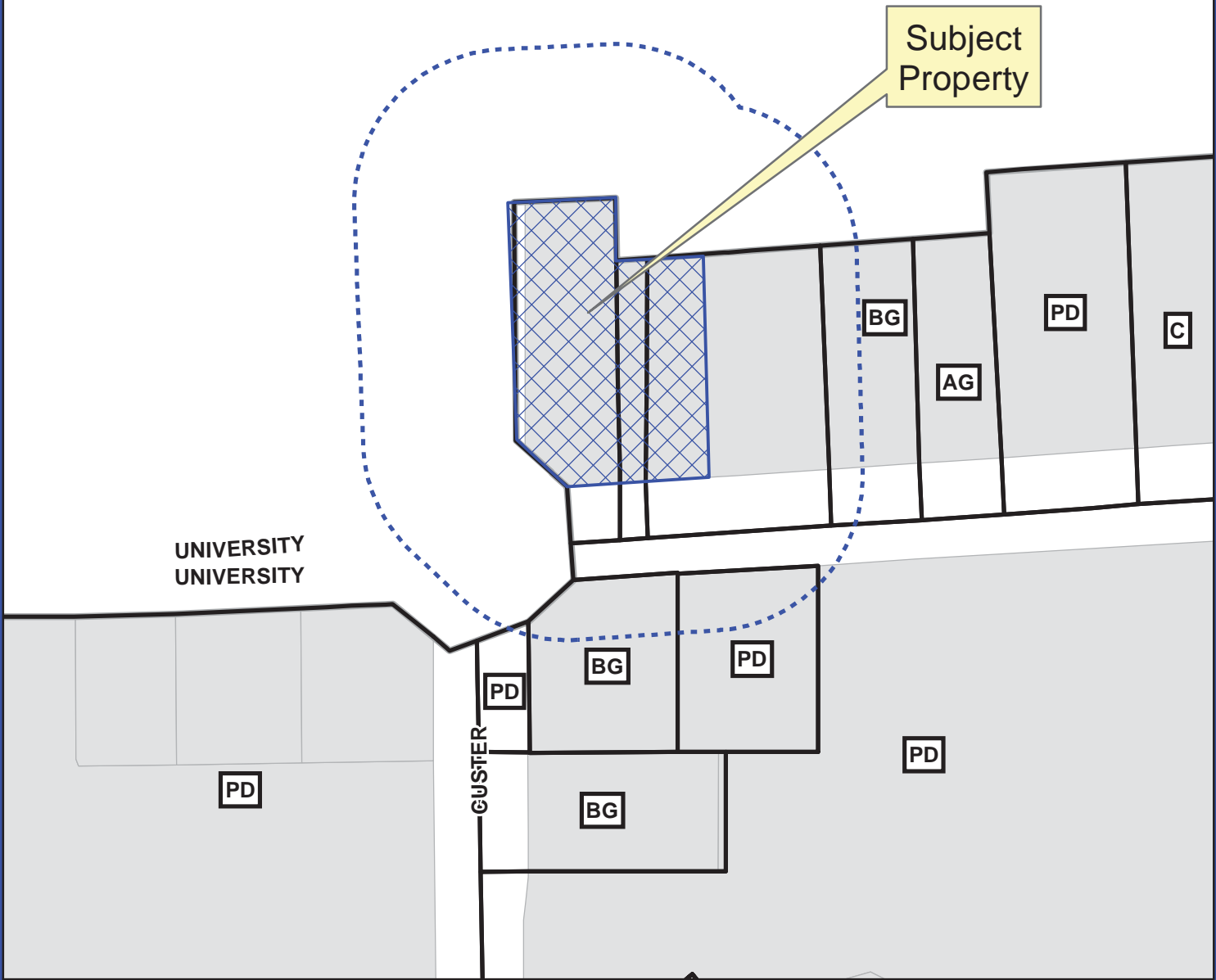
DATE: _____

APPROVED AS TO FORM:

MARK S. HOUSER
City Attorney

Exhibit A

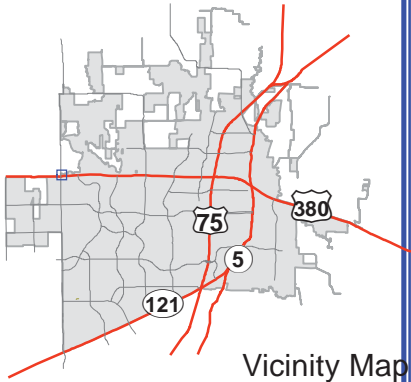
Path: S:\MCKGIS\Notification\Projects\2015\15-160Z.mxd



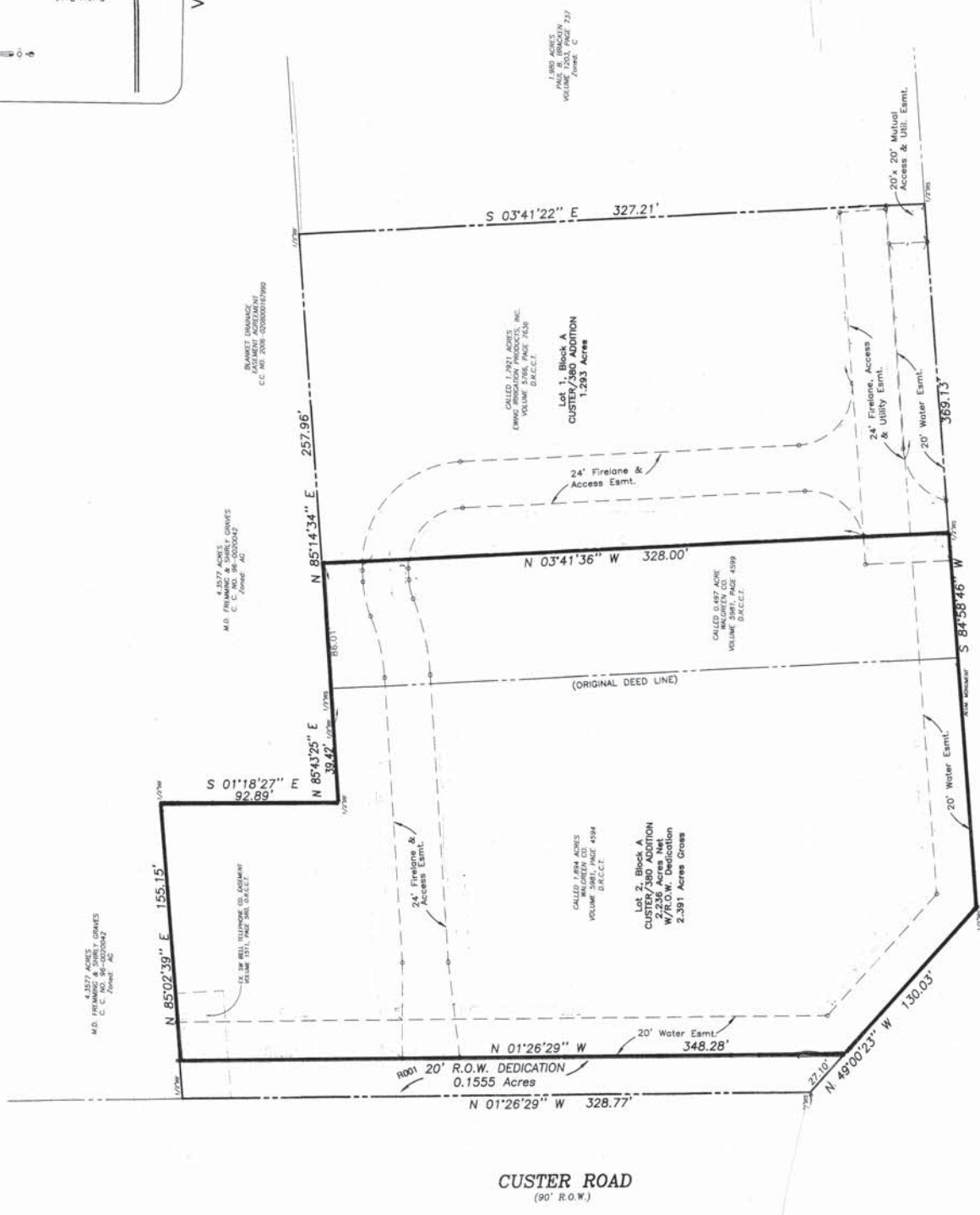
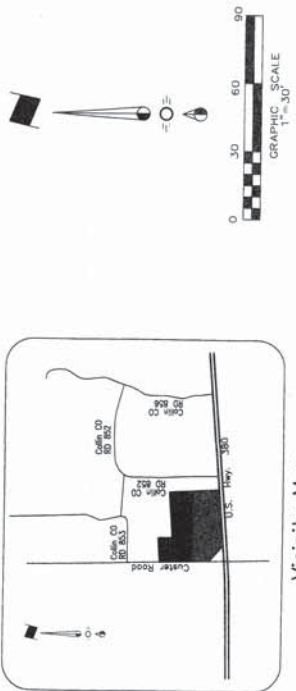
Notification Map

Case: 15-160Z

--- 200' Buffer



DISCLAIMER: This map and information contained in it were developed exclusively for use by the City of McKinney. Any use or reliance on this map by anyone else is at that party's risk and without liability to the City of McKinney, its officials or employees for any discrepancies, errors, or variances which may exist.



LOT 2, BLOCK A
CUSTER/380 ADDITION
2.236 ACRES

HIGHWAY 380/WEST UNIVERSITY DRIVE
(VAR. WIDTH R.O.W.)

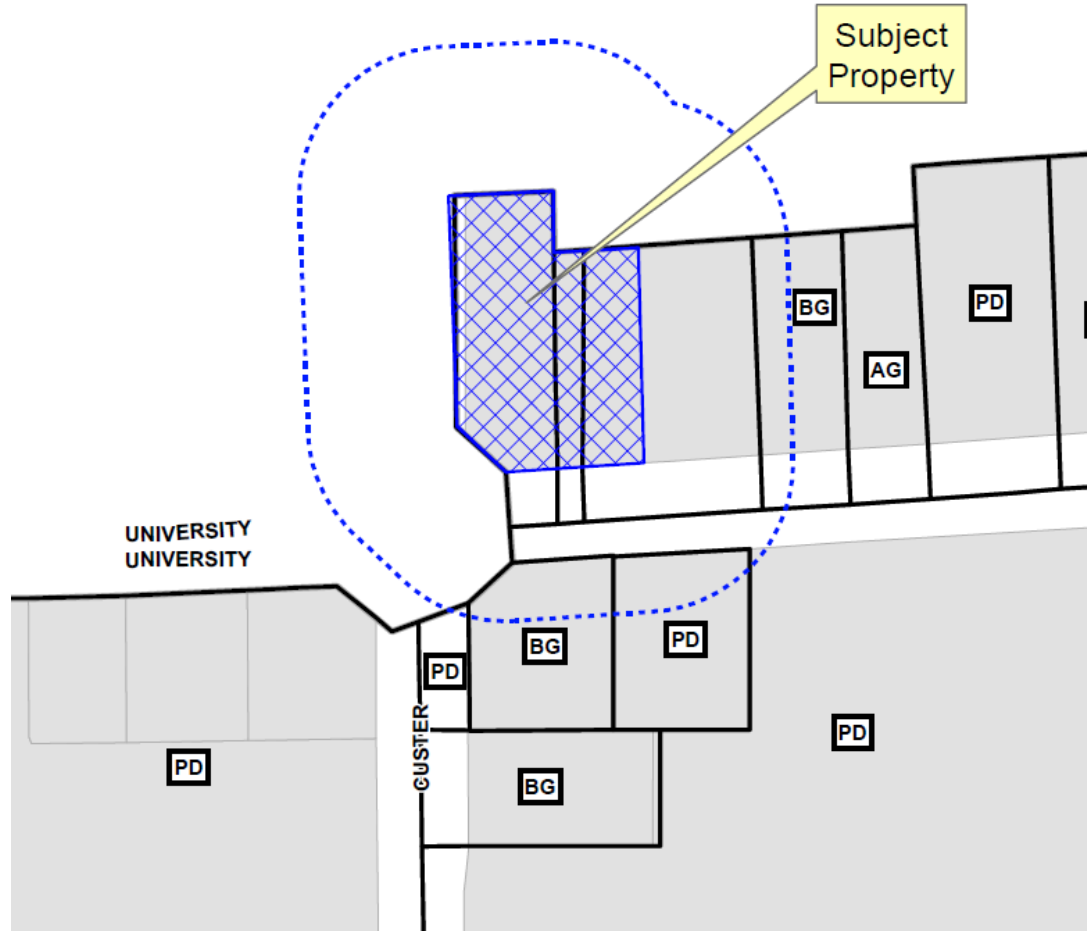
RECEIVED
By PLANNING at 8:08 am, Jun 28, 2015

Custer/380 Rezone
15-160Z

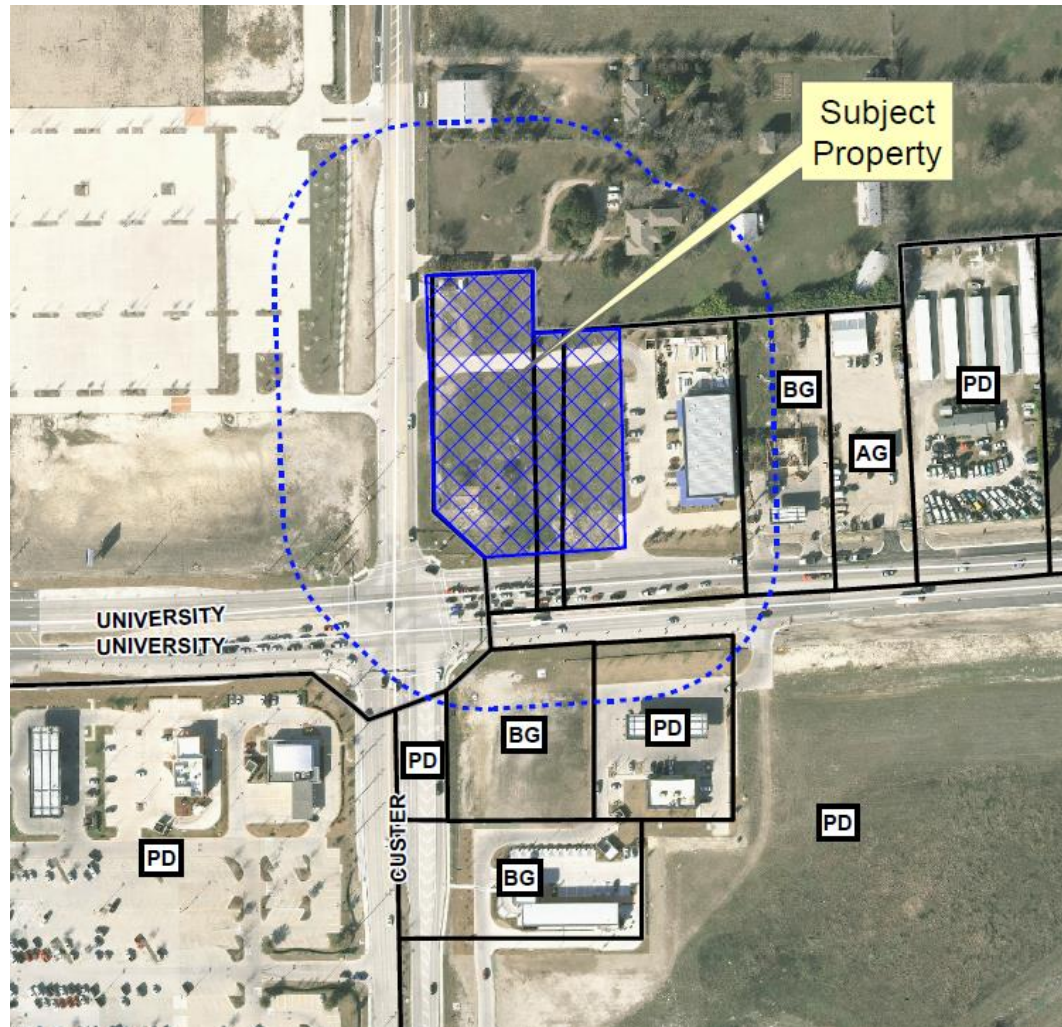


- MONEY MAGAZINE 2014 -

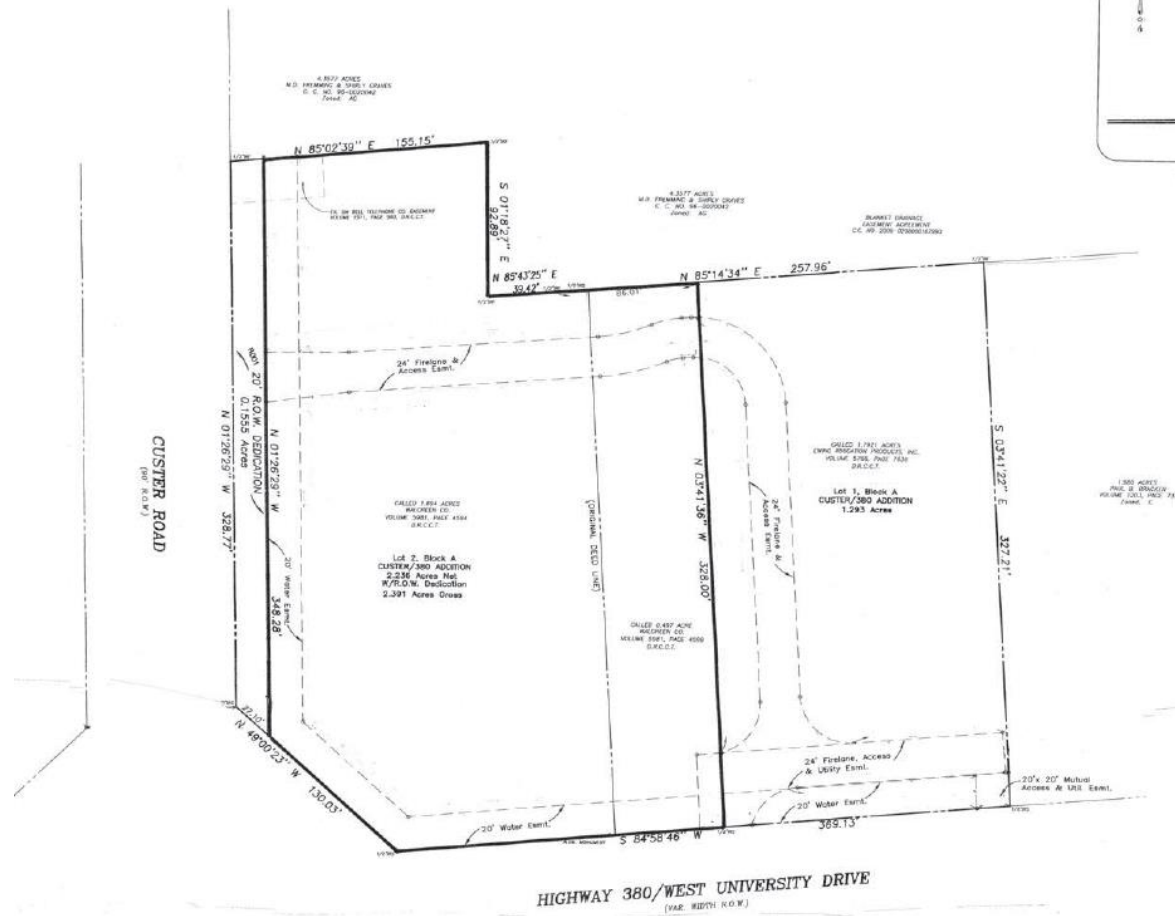
Location Map



Aerial Exhibit



Vicinity Map





15-781

TITLE: Conduct First Public Hearing on Proposed Tax Rate for Fiscal Year 2015-16

COUNCIL GOAL: Financially Sound Government

MEETING DATE: August 18, 2015

DEPARTMENT: Financial Services

CONTACT: Rodney Rhoades, Chief Financial Officer

RECOMMENDED CITY COUNCIL ACTION:

- Conduct the first public hearing on the FY2015-16 proposed tax rate.
- Announce:
 - Second Public Hearing: September 1, 2015, 6:00 p.m. at the Council Chambers
 - Tax Rate Adoption Date: September 15, 2015, 6:00 p.m. at the Council Chambers

ITEM SUMMARY:

- The proposed tax rate is \$0.58300 based on 100% market ratio on each \$100 of all taxable property within the City. The proposed tax rate is the same as the current year.
- The rate for Maintenance and Operations (M&O) is \$0.409973 per \$100 valuation.
- The rate for Interest and Sinking Funds (I&S) is \$0.173027 per \$100 valuation.
- The tax rate ratio is 70% for M&O and 30% for I&S.
- The proposed tax rate exceeds the effective tax rate of \$0.537088.
- The proposed tax rate will raise more taxes for M&O than last year's tax rate.
- The amount of taxes imposed this year on the average home value of \$270,483 would be \$1,577.

BACKGROUND INFORMATION:

- State law requires an entity to hold two public hearings before adopting a tax

rate.

- On August 3, 2015, the City Council took a roll call vote on the tax rate.
- The two public hearings are on August 18, 2015 and September 1, 2015.
- The tax rate adoption date is September 15, 2015, which must be a record vote.

FINANCIAL SUMMARY:

- Estimated tax revenues of \$62,316,609 (100% collection rate) for FY 2015-16 are based on this tax rate.

SUPPORTING MATERIALS:

[Presentation](#)

First Public Hearing – Tax
Rate
City of McKinney
Financial Services



- MONEY MAGAZINE 2014 -

FY15 Taxes

- Tax rate proposed to remain \$0.5830 for FY16
- Tax rate is consistent with Council Guidelines and 10 Year Plan
- Existing values have increased 9% over FY15
- New values account for 4.4% of taxable roll

General Fund 10 Year Plan

| | Budget 2014-15 | Projected 2015-16 | Projected 2016-17 | Projected 2017-18 | Projected 2018-19 | Projected 2019-20 | Projected 2020-21 | Projected 2021-22 | Projected 2022-23 | Projected 2023-24 |
|---|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| Available Beginning Fund Balance | \$ 39,412,402 | \$ 39,412,403 | \$ 40,308,036 | \$ 40,628,342 | \$ 41,806,842 | \$ 43,292,010 | \$ 44,668,693 | \$ 46,441,248 | \$ 48,671,571 | \$ 49,171,396 |
| REVENUES | | | | | | | | | | |
| Property Taxes | \$ 56,079,359 | \$ 59,635,915 | \$ 62,617,711 | \$ 65,122,419 | \$ 67,076,092 | \$ 69,088,375 | \$ 71,161,026 | \$ 73,295,857 | \$ 75,494,732 | \$ 77,759,574 |
| Sales & Use Taxes | 19,800,000 | 20,592,000 | 21,415,680 | 22,272,307 | 23,163,199 | 24,089,727 | 25,053,317 | 26,055,449 | 27,097,667 | 28,181,574 |
| Franchise Fees | 13,686,149 | 14,096,733 | 14,519,635 | 14,955,225 | 15,403,881 | 15,865,998 | 16,341,978 | 16,832,237 | 17,337,204 | 17,857,320 |
| Licenses & Permits | 7,584,500 | 7,963,725 | 8,202,637 | 8,366,689 | 8,534,023 | 8,704,704 | 8,878,798 | 9,056,374 | 9,237,501 | 9,422,251 |
| Charges & Fines | 6,568,800 | 9,700,176 | 9,894,180 | 10,092,063 | 10,293,904 | 10,499,782 | 10,709,778 | 10,923,974 | 11,142,453 | 11,365,302 |
| Other | 1,259,795 | 1,284,991 | 1,310,691 | 1,336,905 | 1,363,643 | 1,390,915 | 1,418,734 | 1,447,108 | 1,476,051 | 1,505,572 |
| Transfer | 3,248,219 | 3,313,183 | 3,379,447 | 3,447,036 | 3,515,977 | 3,586,296 | 3,658,022 | 3,731,183 | 3,805,806 | 3,881,922 |
| Total Revenues | \$ 108,226,822 | \$ 116,586,724 | \$ 121,339,980 | \$ 125,592,644 | \$ 129,350,719 | \$ 133,225,798 | \$ 137,221,652 | \$ 141,342,181 | \$ 145,591,415 | \$ 149,973,516 |
| EXPENDITURES | | | | | | | | | | |
| Personnel | \$ 74,551,866 | \$ 79,696,216 | \$ 84,258,702 | \$ 86,882,953 | \$ 89,575,236 | \$ 92,599,993 | \$ 95,377,993 | \$ 98,239,332 | \$ 103,358,112 | \$ 106,588,856 |
| Supplies | 4,683,736 | 4,777,411 | 4,872,959 | 4,970,418 | 5,069,826 | 5,171,223 | 5,274,647 | 5,380,140 | 5,487,743 | 5,597,498 |
| Maintenance | 5,231,375 | 6,982,423 | 7,168,271 | 7,346,636 | 7,502,069 | 7,845,110 | 8,039,013 | 8,199,793 | 8,407,289 | 8,665,435 |
| Service/Sundry | 17,096,881 | 17,438,819 | 17,787,595 | 18,143,347 | 18,506,214 | 18,876,338 | 19,253,865 | 19,638,942 | 20,031,721 | 20,432,355 |
| Capital Outlay | 514,313 | 524,599 | 535,091 | 545,793 | 556,709 | 567,843 | 579,200 | 590,784 | 602,600 | 614,652 |
| Transfers | 6,148,651 | 6,271,624 | 6,397,056 | 6,524,997 | 6,655,497 | 6,788,607 | 6,924,379 | 7,062,867 | 7,204,124 | 7,348,207 |
| Total Expenditures | \$ 108,226,822 | \$ 115,691,090 | \$ 121,019,674 | \$ 124,414,145 | \$ 127,865,551 | \$ 131,849,115 | \$ 135,449,097 | \$ 139,111,859 | \$ 145,091,589 | \$ 149,247,002 |
| Ending Fund Balance | \$ 39,412,403 | \$ 40,308,036 | \$ 40,628,342 | \$ 41,806,842 | \$ 43,292,010 | \$ 44,668,693 | \$ 46,441,248 | \$ 48,671,571 | \$ 49,171,396 | \$ 49,897,910 |
| <i>Fund Balance Increase / Decrease</i> | 0 | 895,633 | 320,306 | 1,178,499 | 1,485,168 | 1,376,683 | 1,772,555 | 2,230,323 | 499,826 | 726,514 |
| <i>Fund Balance % of Change</i> | 0% | 2% | 1% | 3% | 4% | 3% | 4% | 5% | 1% | 1% |
| <i>Fund Balance % of Expenditures</i> | 36% | 35% | 34% | 34% | 34% | 34% | 34% | 35% | 34% | 33% |
| Minimum Fund Requirement (25% Exp) | 26,928,127 | 28,791,623 | 30,121,146 | 30,967,088 | 31,827,211 | 32,820,318 | 33,717,474 | 34,630,269 | 36,122,247 | 37,158,088 |
| Available Ending Fund Balance | \$ 12,484,276 | \$ 11,516,413 | \$ 10,507,196 | \$ 10,839,754 | \$ 11,464,799 | \$ 11,848,375 | \$ 12,723,774 | \$ 14,041,302 | \$ 13,049,149 | \$ 12,739,822 |

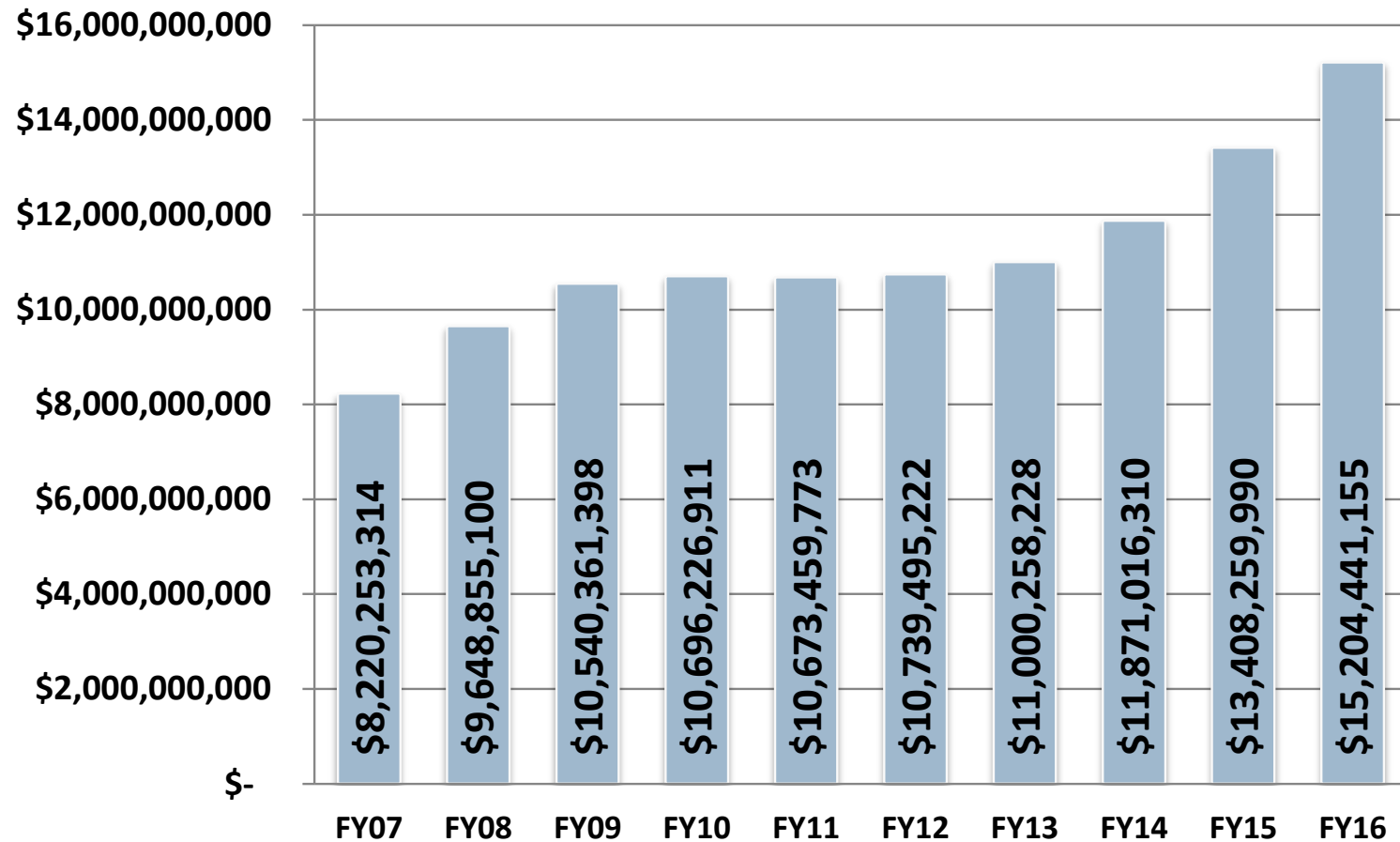
| | | | | | | | | | | |
|--------------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| TAX RATE VARIABLE | | | | | | | | | | |
| General fund | \$ 0.41544 | \$ 0.41500 | \$ 0.41500 | \$ 0.41500 | \$ 0.41500 | \$ 0.41500 | \$ 0.41500 | \$ 0.41500 | \$ 0.41500 | \$ 0.41500 |
| Debt service fund | 0.16756 | 0.16800 | 0.16800 | 0.16800 | 0.16800 | 0.16800 | 0.16800 | 0.16800 | 0.16800 | 0.16800 |
| Total Tax Rate | \$ 0.58300 | \$ 0.58300 | \$ 0.58300 | \$ 0.58300 | \$ 0.58300 | \$ 0.58300 | \$ 0.58300 | \$ 0.58300 | \$ 0.58300 | \$ 0.58300 |

| | | | | | | | | | | |
|--------------------------------|-----------|-----------|-----------|------------|------------|------------|------------|------------|------------|------------|
| STAFFING VARIABLE | | | | | | | | | | |
| Full time equivalent positions | 798.6 | 832.7 | 859.7 | 865.7 | 867.7 | 877.7 | 877.7 | 877.7 | 904.7 | 906.7 |
| Average salary per FTE | \$ 66,681 | \$ 68,362 | \$ 70,005 | \$ 71,686 | \$ 73,737 | \$ 75,358 | \$ 77,619 | \$ 79,947 | \$ 81,603 | \$ 83,968 |
| Average cost per FTE | \$ 93,353 | \$ 95,706 | \$ 98,008 | \$ 100,360 | \$ 103,231 | \$ 105,501 | \$ 108,666 | \$ 111,926 | \$ 114,244 | \$ 117,555 |

FY16 Calculated Tax Rates

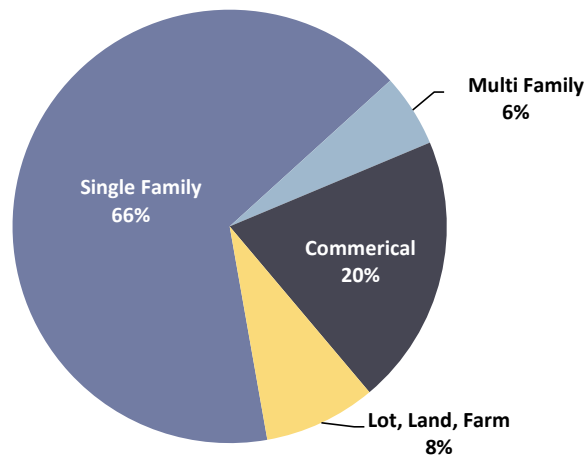
| | <u>2014-15</u> | <u>2015-16</u> |
|---------------------------|-------------------|-------------------|
| Property Tax Rate | \$0.583000 | \$0.583000 |
| Debt Rate | \$0.167563 | \$0.173027 |
| M&O Rate | \$0.415437 | \$0.409973 |
| Effective Tax Rate | \$0.538235 | \$0.537088 |
| Rollback Rate | \$0.586301 | \$0.586322 |

Taxable Value History

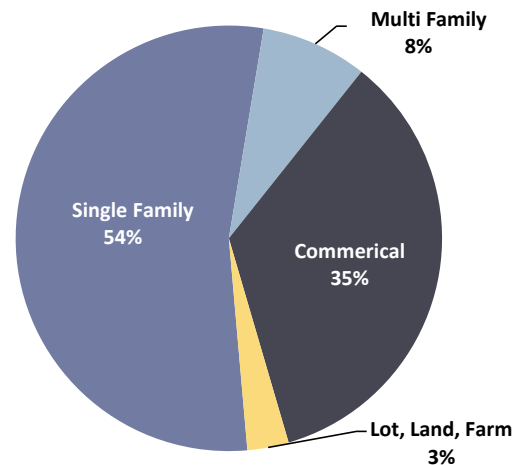


2015 Makeup of Appraised Values

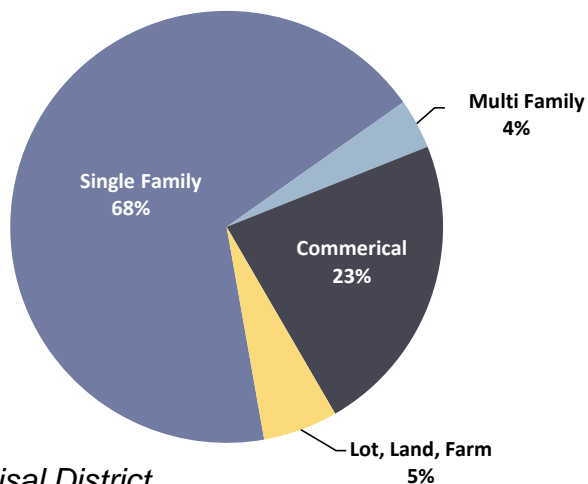
McKinney



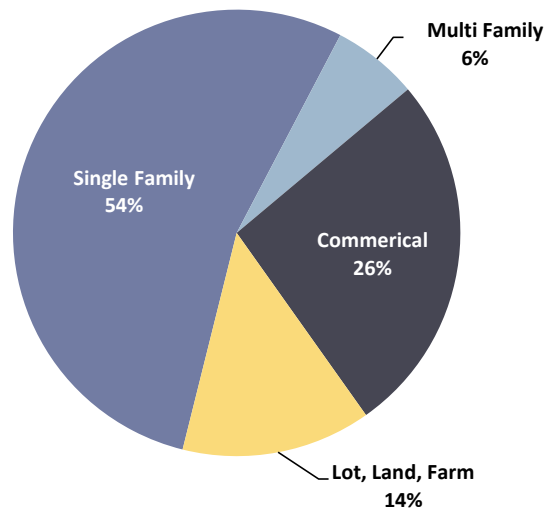
Plano



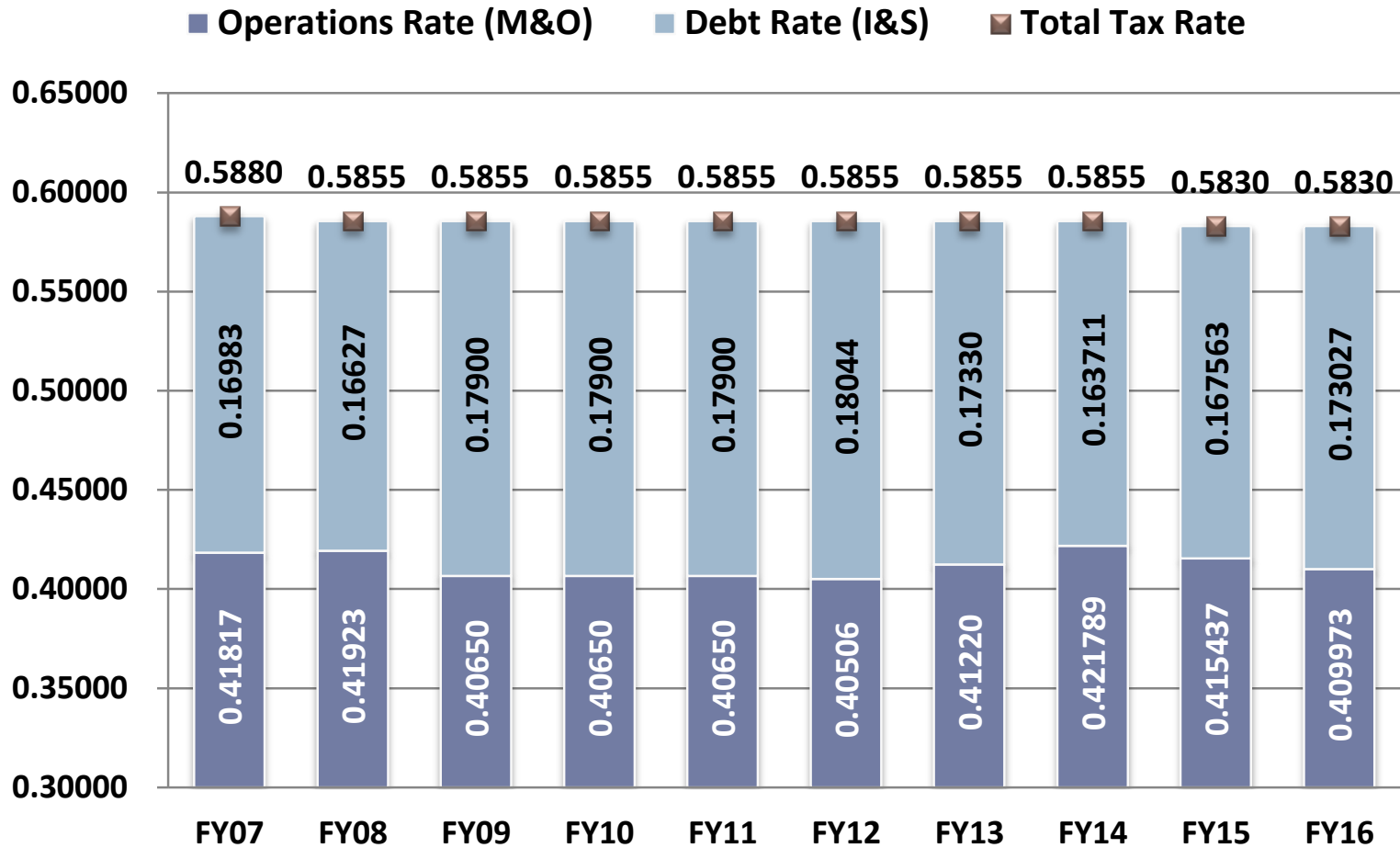
Allen



Frisco



Property Tax Rate History



Upcoming Events

September 1st –
First Public
Hearing on Budget
& Second PH on
Tax Rate

- Hear Citizen input on budget and tax rate
- Council will take no action

September 15th –
Adopt Budget and
Tax Rate

- Council will adopt budget
- Council takes 2 votes on tax rate
- Council adopts fee schedule



15-782

TITLE: Consider/Discuss/Act on Ordinance Calling for a November 3, 2015 Special Bond Election

COUNCIL GOAL: Financially Sound Government

MEETING DATE: August 18, 2015

DEPARTMENT: Financial Services

CONTACT: Tom Muehlenbeck, Interim City Manager
Rodney Rhoades, Chief Financial Officer

RECOMMENDED CITY COUNCIL ACTION:

- Council approval of ordinance calling the November 3, 2015 Special Bond Election to include:
 - Seven (7) propositions
 - Designation of Election Day Vote Centers (Exhibit A)
 - Polling Places for Early Voting (Exhibit B)

ITEM SUMMARY:

- Staff has identified approximately \$220 million in bonding capacity within the adopted FY 15 tax rate of .5830 over the next 10 years. \$160 million of this capacity will require voter authorization of which staff has tentatively identified:
 - \$64.1 million for Roads
 - \$22.5 million for Public Safety Facilities
 - \$11.7 million for Facilities
 - \$10 million for Downtown Parking
 - \$50 million for Airport related improvements
 - \$2 million for Drainage

- Revocation of authority to issue \$13.4 million in 2006 and 2010 Parks Bonds

BACKGROUND INFORMATION:

- On July 20th staff presented the City Council with recommended proposition language for consideration.
- Staff and the Council Sub-Committee completed work on proposed recommendations for a November 3rd bond election earlier this year.
- Council directed staff to prepare a list of potential members to participate in a bond study committee.
- Committee meetings took place in May with a recommendation to Council on May 18th.
- Conservative growth assumptions were used to determine that over the next 10 years the City of McKinney should have the capacity to issue \$220.6 million in debt. There is currently just over \$60 million in voter authorized debt to be issued from the 2006 and 2010 bond elections leaving an additional \$160 in “non-voter authorized” to be considered by the voters.

FINANCIAL SUMMARY:

- Models are built with the assumption that a .5830 tax rate will be maintained over the next 10 years.

BOARD OR COMMISSION RECOMMENDATION: N/A

SUPPORTING MATERIALS:

[Ordinance - English](#)

[Ordinance- Spanish](#)

ORDINANCE NO. 2015-08-____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
McKINNEY, TEXAS, MAKING PROVISIONS FOR THE CONDUCT OF
THE ELECTION AND ORDAINING OTHER MANNERS INCIDENT AND
RELATED TO SUCH ELECTION**

WHEREAS, the City Council of the City of McKinney, Texas hereby finds that an election should be held to determine whether said governing body shall be authorized to issue bonds of said City in the amounts and for the purposes hereinafter defined.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF
McKINNEY, TEXAS, THAT:**

Section 1. That a special bond election is hereby ordered to be held on the 3rd day of November, 2015, between the hours of 7:00 a.m. and 7:00 p.m. which date is not less than seventy-one (71) days nor more than ninety (90) days from the date of the adoption hereof and is a uniform election date pursuant to Texas Election Code, Section 41.001, for the purpose of submitting the following measures:

PROPOSITION NUMBER 1

“SHALL the City Council of the City of McKinney, Texas be authorized to issue general obligation bonds of the City in the principal amount of \$64,100,000 for permanent public improvements and public purposes, to wit: constructing, reconstructing, improving, repairing, extending, and enhancing streets, thoroughfares, alleys, sidewalks, bridges, intersections and other public ways, including traffic signalization and monitoring equipment, grade separations, street lighting, noise abatements, necessary and related storm drainage facilities; and improvements and the acquiring of needed rights of way therefor; such bonds to mature serially or otherwise over a period not to exceed twenty (20) years from their date, to be issued and sold in one or more series at any price or prices and to bear interest at any rate or rates (fixed, floating, variable or otherwise) as shall be determined within the discretion of the City Council at the time of issuance or sale of the bonds; and whether ad valorem taxes shall be levied upon all taxable property in the City sufficient to pay the annual interest and provide a sinking fund to pay the bonds at maturity?”

PROPOSITION NUMBER 2

“SHALL the City Council of the City of McKinney, Texas be authorized to issue general obligation bonds of the City in the principal amount of \$50,000,000 for permanent public improvements and public purposes, to wit: constructing, improving, enlarging, extending, repairing facilities at the McKinney National Airport, including acquiring land and rights-of-way therefor; such bonds to mature serially or otherwise over a period not to exceed twenty (20) years from their date, to be issued and sold in one or more series at any price or prices and to bear interest at any rate or rates (fixed, floating, variable or otherwise) as shall be determined within the discretion of the City Council at the time of issuance or sale of the bonds; and whether ad valorem taxes shall be levied upon all taxable property in the City sufficient to pay the annual interest and provide a sinking fund to pay the bonds at maturity?”

PROPOSITION NUMBER 3

SHALL the City Council of the City of McKinney, Texas be authorized to issue general obligation bonds of the City in the principal amount of \$22,500,000 for permanent public improvements and public purposes, to wit: acquiring, constructing, improving and equipping public safety facilities, including acquiring land and rights-of-way therefor; such bonds to mature serially or otherwise over a period not to exceed twenty (20) years from their date, to be issued and sold in one or more series at any price or prices and to bear interest at any rate or rates (fixed, floating, variable or otherwise) as shall be determined within the discretion of the City Council at the time of issuance or sale of the bonds; and whether ad valorem taxes shall be levied upon all taxable property in the City sufficient to pay the annual interest and provide a sinking fund to pay the bonds at maturity?”

PROPOSITION NUMBER 4

“SHALL the City Council of the City of McKinney, Texas be authorized to issue general obligation bonds of the City in the principal amount of \$11,700,000 for permanent public improvements and public purposes, to wit: construction, improvement, renovation, demolition and rehabilitation of existing municipal buildings; such bonds to mature serially or otherwise over a period not to exceed twenty (20) years from their date, to be issued and sold in one or more series at any price or prices and to bear interest at any rate or rates (fixed, floating, variable or otherwise) as shall be determined within the discretion of the City Council at the time of issuance or sale of the bonds; and whether ad valorem taxes shall be levied upon all taxable property in the City sufficient to pay the annual interest and provide a sinking fund to pay the bonds at maturity?”

PROPOSITION NUMBER 5

“SHALL the City Council of the City of McKinney, Texas be authorized to issue general obligation bonds of the City in the principal amount of \$10,000,000 for permanent public improvements and public purposes, to wit: acquiring, constructing, equipping downtown parking facilities, including acquiring land and rights-of-way therefor; such bonds to mature serially or otherwise over a period not to exceed twenty (20) years from their date, to be issued and sold in one or more series at any price or prices and to bear interest at any rate or rates (fixed, floating, variable or otherwise) as shall be determined within the discretion of the City Council at the time of issuance or sale of the bonds; and whether ad valorem taxes shall be levied upon all taxable property in the City sufficient to pay the annual interest and provide a sinking fund to pay the bonds at maturity?”

PROPOSITION NUMBER 6

“SHALL the City Council of the City of McKinney, Texas be authorized to issue general obligation bonds of the City in the principal amount of \$2,000,000 for permanent public improvements and public purposes, to wit: constructing, and improving, dams and other flood protection improvements, including acquiring land and rights-of-way therefor; such bonds to mature serially or otherwise over a period not to exceed twenty (20) years from their date, to be issued and sold in one or more series at any price or prices and to bear interest at any rate or rates (fixed, floating, variable or otherwise) as shall be determined within the discretion of the City Council at the time of issuance or sale of the bonds; and whether ad valorem taxes shall be levied upon all taxable property in the City sufficient to pay the annual interest and provide a sinking fund to pay the bonds at maturity?”

PROPOSITION NUMBER 7

“SHALL the City Council of the City of McKinney, Texas, be authorized to revoke the authority to issue \$13,395,000 general obligation bonds granted by Proposition Number 1 of the bond election held within the City on May 8, 2010 for the purpose of providing funds for acquiring, constructing, improving, expanding and equipping park and recreational facilities, including the acquisition of land therefor?”

- Section 2. The polling places are shown in Exhibit A, which is attached hereto and incorporated herein by reference as a part of this Ordinance for all purposes. The election officers and maximum number of clerks for each polling place shall be determined and appointed in accordance with the contract for election services in Collin County (the “Collin County Contract”) to be executed with the Collin County Elections Administrator.

Section 3. That method of voting to be used in the special bond election on Tuesday, November 3, 2015, be touch-screen devices with Premier Election Systems ACCUVOTE TS R7 v.4.6.4 direct recording devices (DRE's) for early voting and election day and optical-scan ballots with Premier Election Systems ACCUVOTE OS ROM v.2.0.12 for early voting by mail, in accordance with the Texas Election Code.

Section 4. Early voting for this election shall be conducted October 19, 2015 through October 30, 2015. The Collin County Elections Administration, 2010 Redbud Drive, Suite 102, McKinney, Texas 75069, is hereby designated the main early voting polling place, and Sharon Rowe, Collin County Elections Administrator, is hereby appointed early voting clerk and shall appoint and designate deputy clerks for early voting in accordance with the Collin County Contract. Early voting will also be conducted at the polling places shown in Exhibit B and all other locations as designated by the Collin County Elections Administrator, in accordance with the Collin County Contract. For more information regarding the City early voting locations within Collin County, please contact the Collin County Elections Department at (800) 687-8546 or www.collincountytx.gov/elections.

For purposes of processing ballots cast in early voting, the election officers for early voting ballot board for this election shall be appointed and designated in accordance with the provisions of the Collin County Contract.

Section 5. That early voting by personal appearance be conducted beginning October 19, 2015 and shall close on October 30, 2015. During the lawful early voting by personal appearance (October 19, 2015 through October 30, 2015), Collin County Elections Administrator shall keep the designated early voting polling places open for early voting as follows:

| | |
|-----------------------------|------------------------|
| Monday, October 19, 2015 | 8:00 a.m. to 5:00 p.m. |
| Tuesday, October 20, 2015 | 8:00 a.m. to 5:00 p.m. |
| Wednesday, October 21, 2015 | 8:00 a.m. to 5:00 p.m. |
| Thursday, October 22, 2015 | 8:00 a.m. to 5:00 p.m. |
| Friday, October 23, 2015 | 8:00 a.m. to 5:00 p.m. |
| Saturday, October 24, 2015 | 7:00 a.m. to 7:00 p.m. |
| Sunday, October 25, 2015 | 1:00 pm. To 6:00 p.m. |
| Monday, October 26, 2015 | 7:00 a.m. to 7:00 p.m. |
| Tuesday, October 27, 2015 | 7:00 a.m. to 7:00 p.m. |
| Wednesday, October 28, 2015 | 7:00 a.m. to 7:00 p.m. |
| Thursday, October 29, 2015 | 7:00 a.m. to 7:00 p.m. |
| Friday, October 30, 2015 | 7:00 a.m. to 7:00 p.m. |

Ballots shall be prepared in accordance with Texas Election Code, and permit electors to vote "FOR" or "AGAINST" the aforesaid measures which shall appear on the ballot substantially as follows:

PROPOSITION NUMBER 1

THE ISSUANCE OF \$64,100,000 GENERAL OBLIGATION BONDS FOR STREET IMPROVEMENTS AND THE LEVY OF A TAX IN PAYMENT THEREOF

PROPOSITION NUMBER 2

THE ISSUANCE OF \$50,000,000 GENERAL OBLIGATION BONDS FOR CONSTRUCTING AND IMPROVING THE MCKINNEY NATIONAL AIRPORT AND THE LEVY OF A TAX IN PAYMENT THEREOF

PROPOSITION NUMBER 3

THE ISSUANCE OF \$22,500,000 GENERAL OBLIGATION BONDS FOR PUBLIC SAFETY FACILITIES AND THE LEVY OF A TAX IN PAYMENT THEREOF

PROPOSITION NUMBER 4

THE ISSUANCE OF \$11,700,000 GENERAL OBLIGATION BONDS FOR MUNICIPAL BUILDINGS IMPROVEMENTS AND THE LEVY OF A TAX IN PAYMENT THEREOF

PROPOSITION NUMBER 5

THE ISSUANCE OF \$10,000,000 GENERAL OBLIGATION BONDS FOR DOWNTOWN PARKING FACILITIES AND THE LEVY OF A TAX IN PAYMENT THEREOF

PROPOSITION NUMBER 6

THE ISSUANCE OF \$2,000,000 GENERAL OBLIGATION BONDS FOR FLOOD PROTECTION AND THE LEVY OF A TAX IN PAYMENT THEREOF

PROPOSITION NUMBER 7

THE REVOCATION OF \$13,395,000 GENERAL OBLIGATION BONDS FOR PARK AND RECREATION FACILITIES

- Section 6. All resident qualified electors of the City shall be permitted to vote at said election, and on the day of the election, such electors shall vote at the polling place designated for the election precinct in which they reside. This election shall be held and conducted in accordance with the provisions of the Texas Election Code and Texas Government Code, Chapter 1251, and to the extent required by law, all election materials and proceedings shall be printed in both English and Spanish.
- Section 7. That the official canvass, by the City Council, will be held on November 16, 2015 in the Council Chambers.
- Section 8. A substantial copy of this Ordinance shall serve as proper notice of said election. Said notice shall be published on the same day in each of two

successive weeks in a newspaper of general circulation in said City, the first of said publications to appear in said newspaper not more than thirty (30) days and not less than fourteen (14) full days prior to the day of the election. Additionally, said notice shall be posted (i) at three (3) public places within the City and at the City Hall not less than twenty-one (21) full days prior to the date on which said election is to be held, (ii) on the City's Internet website during the twenty-one (21) days prior to election day, and (iii) in a prominent location at each polling place on the day of the election and during early voting.

- Section 9. That a copy of this Ordinance be delivered to the Collin County Clerk not later than the 60th day before election day.
- Section 10. This Ordinance hereby incorporates the provisions of the Collin County Contract, and to the extent of any conflict between this Ordinance and the Collin County Contract, the provisions of the Collin County Contract shall control. The Mayor, City Manager or City Secretary or other appropriate official, is hereby authorized to correct, modify or change the Exhibits to this Ordinance based upon the final locations and times agreed upon by the Collin County Elections Administrator and the City.
- Section 11. In accordance with Texas Election Code, Section 3.009(b), as amended, the aggregate amount of outstanding principal of the City's debt obligations as of the beginning of the City's 2014/2015 fiscal year, totaled \$209,275,000; the aggregate amount of outstanding interest on the City's debt as of the beginning of the City's 2014/2015 fiscal year totaled \$76,686,214.86; and the ad valorem debt service tax rate for the City at the time the election is ordered is \$.16756 per \$100 of taxable assessed valuation. The estimated tax rate if the bonds are authorized, based on the market conditions at the time the election is ordered is \$.16800 per \$100 of taxable assessed valuation. This is only an estimate provided for Texas statutory compliance and does not serve as a cap on any City ad valorem debt service tax rate.
- Section 12. This Ordinance shall become effective from and after the date of its final passage and publication as provided by law, and it is accordingly so ordained.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
McKINNEY, TEXAS ON THE 18th DAY OF AUGUST, 2015.**

CITY OF McKINNEY, TEXAS

BRIAN LOUGHMILLER
Mayor

CORRECTLY ENROLLED:

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

DATE: _____

APPROVED AS TO FORM:

MARK S. HOUSER
City Attorney

EXHIBIT A

ELECTION DAY VOTE CENTERS

| Polling Place | Address | City |
|---|----------------------------|--------------|
| Akin Elementary School | 1100 Springwood | Wylie |
| Aldridge Elementary School | 720 Pleasant Valley | Richardson |
| Allen Municipal Courts Facility | 301 Century Parkway | Allen |
| Armstrong Middle School | 3805 Timberline | Plano |
| Blue Ridge ISD Admin. Building | 318 West School Street | Blue Ridge |
| Bowman Middle School | 2501 Jupiter Road | Plano |
| Brinker Elementary School | 3800 Clark Parkway | Plano |
| Carpenter Middle School | 3905 Rainier Road | Plano |
| Carpenter Park Recreation Center | 6701 Coit Road | Plano |
| Celina ISD Administration Building | 205 S. Colorado | Celina |
| Christ the Servant Lutheran Church | 821 S. Greenville Ave. | Allen |
| Christ United Methodist Church | 3101 Coit Road | Plano |
| Clark High School - Plano | 523 Spring Creek | Plano |
| Clark Middle School | 4600 Colby Drive | Frisco |
| Collin College - Higher Education Center | 3452 Spur 399 | McKinney |
| Collin College - Central Park Campus | 2200 University | McKinney |
| Collin College - Preston Ridge Campus | 9700 Wade Blvd. | Frisco |
| Collin College - Spring Creek Campus | 2800 Spring Creek Parkway | Plano |
| Collin County Elections Office | 2010 Redbud Blvd, Ste. 102 | McKinney |
| Community ISD Technology and Conference Center | 615 FM 1138 | Nevada |
| Davis Library | 7501 Independence Parkway | Plano |
| Dowell Middle School | 301 Ridge Road | McKinney |
| Dr. Pepper Star Cntr at Craig Ranch | 6993 Stars Ave. | McKinney |
| Eldorado Country Club | 2604 Country Club Drive | McKinney |
| First Baptist Church - Branch | 7011 FM 546 | Princeton |
| First Baptist Church Farmersville, Youth Building | 201 Farmersville Pkwy. | Farmersville |
| Ford Middle School | 630 Park Place Drive | Allen |
| Fowler Middle School | 3801 McDermott Road | Plano |
| Frisco Senior Center | 6670 Moore Street | Frisco |
| Gay Library | 6861 W. Eldorado Parkway | McKinney |
| Haggard Elementary School | 17820 Campbell Road | Dallas |
| Harrington Library | 1501 18th Street | Plano |
| Heritage High School | 14040 Eldorado Pkwy. | Frisco |
| Hunt Middle School | 4900 Legendary Drive | Frisco |

| | | |
|---|---------------------------|----------------|
| John Q. Hammons Cntr-Courtyard Marriott | 210 East Stacy Road | Allen |
| Lavon City Hall | 120 School Road | Lavon |
| Liberty High School | 15250 Rolater Road | Frisco |
| Lowry Crossing City Hall | 1405 S. Bridgefarmer Road | Lowry Crossing |
| Lucas City Hall | 665 Country Club Road | Lucas |
| McKinney Fire Station #7 | 861 Independence Pkwy. | McKinney |
| McKinney Senior Recreation Center | 1400 S. College | McKinney |
| Melissa City Hall | 3411 Barker Ave. | Melissa |
| Mitchell Elementary School | 4223 Briargrove | Dallas |
| Murphy Community Center | 205 N. Murphy Road | Murphy |
| Old Settlers Recreation Center | 1201 E. Louisiana | McKinney |
| Parker City Hall | 5700 E. Parker Road | Parker |
| Parr Library | 6200 Windhaven Pkwy. | Plano |
| Plano ISD Administration Center | 2700 W. 15th Street | Plano |
| Plano Senior Center | 401 W. 16th Street | Plano |
| Princeton High School | 1000 E. Princeton Drive | Princeton |
| Prosper ISD Administration | 605 E. Seventh Street | Prosper |
| Renner-Frankford Library | 6400 Frankford Road | Dallas |
| Royse City Lady Bulldog Gym | 1412 FM 1777 | Royse City |
| Seis Lagos Community Services Assoc. | 222 Seis Lago Trail | Wylie |
| Shepton High School | 5505 Plano Pkwy. | Plano |
| Shiloh Missionary Baptist Church | 1310 Avenue "I" | Plano |
| Smith Library | 300 Country Club | Wylie |
| Staley Middle School | 6927 Stadium Drive | Frisco |
| Stonebridge United Methodist Church | 1800 S. Stonebridge Drive | McKinney |
| Suncreek United Methodist Church | 1517 W. McDermott Drive | Allen |
| Texas Star Bank | 402 W. White Street | Anna |
| Weston Community Center | 117 Main Street | Weston |
| Whitt Elementary School | 7520 Woodcreek Way | Sachse |
| Woodcreek Church | 3400 E. Renner Road | Richardson |

EXHIBIT B

POLLING PLACES FOR EARLY VOTING

Early voting for this election shall begin on Monday, October 19, 2015 and end on Friday, October 30, 2015, and the dates and hours designated for early voting by personal appearance at the below locations shall be as set forth below:

Early Voting Locations, Dates and Hours – Collin County

| | | | Address | City | Commissioner Precinct | |
|---|-------------------------------------|-------------------------------------|---------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| Collin County Elections (Main Early Voting Location) | | | 2010 Redbud Blvd. St 102 | McKinney | Precinct 3 | |
| Allen Municipal Courts Facility | | | 301 Century Pkwy. | Allen | Precinct 3 | |
| Carpenter Park Recreation Center | | | 6701 Coit Road | Plano | Precinct 1 | |
| Celina ISD Administration Building | | | 205 S. Colorado | Celina | Precinct 1 | |
| Christ United Methodist Church | | | 3101 Coit Road | Plano | Precinct 4 | |
| Collin College - Central Park Campus | | | 2200 W. University Drive | McKinney | Precinct 3 | |
| Collin College - Preston Ridge Campus | | | 9700 Wade Blvd. | Frisco | Precinct 1 | |
| Collin College - Spring Creek Campus | | | 2800 E. Spring Creek Pkwy. | Plano | Precinct 2 | |
| Collin College – Higher Education Center | | | 3452 Spur 399 | McKinney | Precinct 3 | |
| Davis Library | | | 7501 Independence | Plano | Precinct 1 | |
| Frisco Senior Center | | | 6670 Moore Street | Frisco | Precinct 1 | |
| Gay Library | | | 6861 W. Eldorado | McKinney | Precinct 3 | |
| Haggard Library | | | 2501 Coit Road | Plano | Precinct 4 | |
| Harrington Library | | | 1501 18 th Street | Plano | Precinct 2 | |
| Lovejoy ISD Administration Bldg. | | | 259 Country Club | Allen | Precinct 3 | |
| Lavon City Hall | | | 120 School Road | Lavon | Precinct 2 | |
| McKinney Fire Station #7 | | | 861 S. Independence Pkwy. | McKinney | Precinct 1 | |
| Methodist Richardson Medical Center | | | 2831 E. President George Bush Highway | Richardson | Precinct 2 | |
| Murphy Community Center | | | 205 North Murphy Road | Murphy | Precinct 2 | |
| Old Settlers Recreation Center | | | 1201 E. Louisiana | McKinney | Precinct 3 | |
| Parker City Hall | | | 5700 E. Parker Road | Parker | Precinct 2 | |
| Parr Library | | | 6200 Windhaven Pkwy. | Plano | Precinct 4 | |
| Plano ISD Administration Center | | | 2700 W. 15 th Street | Plano | Precinct 4 | |
| Princeton City Hall | | | 123 W. Princeton Drive | Princeton | Precinct 3 | |
| Prosper Municipal Chambers | | | 108 W. Broadway | Prosper | Precinct 1 | |
| Renner-Frankford Library | | | 6400 Frankford | Dallas | Precinct 4 | |
| Smith Library | | | 300 Country Club | Wylie | Precinct 2 | |
| Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
| Oct 18 | Oct 19 Early Voting 8am – 5pm | Oct 20 Early Voting 8am – 5pm | Oct 21 Early Voting 8am – 5pm | Oct 22 Early Voting 8am – 5pm | Oct 23 Early Voting 8am – 5pm | Oct 24 Early Voting 7am – 7pm |
| Oct 25 Early Voting 1pm – 6pm | Oct 26 Early Voting 7am – 7pm | Oct 27 Early Voting 7am – 7pm | Oct 28 Early Voting 7am – 7pm | Oct 29 Early Voting 7am – 7pm | Oct 30 Early Voting 7am – 7pm | Oct 31 |

Temporary Early Voting Locations:

Farmersville City Hall 205 South Main Farmersville Precinct 3
McKinney Performing Arts Center 111 North Tennessee McKinney Precinct 3

| | | | | | | |
|---------------|--|--|--|--|--|---------------|
| Oct 18 | Oct 19 Early Voting 8am – 5pm | Oct 20 Early Voting 8am – 5pm | Oct 21 Early Voting 8am – 5pm | Oct 22 Early Voting 8am – 5pm | Oct 23 Early Voting 8am – 5pm | Oct 24 |
|---------------|--|--|--|--|--|---------------|

Lucas City Hall 665 Country Club Road Lucas Precinct 3
Texas Star Bank 402 W. White Anna Precinct 3

| | | | | | | |
|---------------|--|--|--|--|--|---------------|
| Oct 25 | Oct 26 Early Voting 7am – 7pm | Oct 27 Early Voting 7am – 7pm | Oct 28 Early Voting 7am – 7pm | Oct 29 Early Voting 7am – 7pm | Oct 30 Early Voting 7am – 7pm | Oct 31 |
|---------------|--|--|--|--|--|---------------|

Important Note: Eligible Collin County registered voters (with an effective date of registration on or before November 3, 2015) may vote at any of the above early voting locations.

DECRETO NO. 2015-08-____

UN DECRETO DEL CONSEJO DE ADMINISTRACIÓN DE LA CIUDAD DE MCKINNEY, TEXAS, QUE DISPONE LLEVAR A CABO LA ELECCIÓN Y ORDENAR OTROS ASUNTOS INCIDENTALES Y RELACIONADOS A DICHA ELECCIÓN

CONSIDERANDO QUE, el Consejo de Administración de la Ciudad de McKinney, Texas por este medio encuentra que se deberá llevar a cabo una elección para determinar si dicha entidad gubernamental deberá estar autorizada para emitir bonos de dicha Ciudad en las cantidades y para los fines definidos en lo sucesivo.

AHORA, POR LO TANTO, ORDÉNESE POR EL CONSEJO DE ADMINISTRACIÓN DE LA CIUDAD DE MCKINNEY, TEXAS, LO SIGUIENTE:

Sección 1. Se ordena llevar a cabo una elección especial de bonos el 3 de noviembre de 2015 entre las 7:00 a.m. y las 7:00 p.m., fecha que es no menos de setenta y un (71) días y no más de noventa (90) días de la fecha de adopción de esto, y es una fecha uniforme de elección conforme al Código de Elección de Texas, Sección 41.001, con el propósito de presentar las siguientes medidas:

PROPOSICIÓN NÚMERO 1

“¿DEBERÁ el Consejo de Administración de la Ciudad de McKinney, Texas, estar autorizado para emitir bonos de obligación general de la Ciudad en la cantidad principal de \$64,100,000 para mejoras públicas permanentes y fines públicos, a saber: la construcción, reconstrucción, mejoramiento, reparación y ampliación de calles, vías públicas, callejones, aceras, puentes, intersecciones y otras vías públicas, incluyendo la señalización de tráfico y equipo de monitoreo, separaciones de nivel, iluminación de las calles, reducciones de ruido, instalaciones necesarias y relacionadas al drenaje pluvial; y mejoras y la adquisición de los derechos de paso necesarios para ello; dichos bonos deberán madurar en serie o de otra manera durante un período que no exceda de veinte (20) años a partir de su fecha de emisión, para ser emitidos y vendidos en una o más series a cualquier precio o precios, y para generar un interés a cualquier tasa o tasas (fija, flotante, variable o de otra manera) como a su discreción el Consejo de Administración deba determinar al momento de la emisión o venta de los bonos; y si se deberán recolectar impuestos de acuerdo a su valor a toda propiedad sujeta a impuestos en la Ciudad suficientes para pagar el interés anual y proporcionar un fondo de amortización para pagar los bonos al momento de su vencimiento?”

PROPOSICIÓN NÚMERO 2

“¿DEBERÁ el Consejo de Administración de la Ciudad de McKinney, Texas, estar autorizado para emitir bonos de obligación general de la Ciudad en la cantidad principal de \$50,000,000 para mejoras públicas permanentes y fines públicos, a saber: la construcción, mejoramiento, expansión, extensión y reparación de instalaciones en el Aeropuerto Nacional de McKinney, incluyendo la adquisición de la tierra y derechos de paso para ello; dichos bonos deberán madurar en serie o de otra manera durante un período que no exceda de veinte (20) años a partir de su fecha de emisión, para ser emitidos y vendidos en una o más series a cualquier precio o precios, y para generar un interés a cualquier tasa o tasas (fija, flotante, variable o de otra manera) como a su discreción el Consejo de Administración deba determinar al momento de la emisión o venta de los bonos; y si se deberán recolectar impuestos de

acuerdo a su valor a toda propiedad sujeta a impuestos en la Ciudad suficientes para pagar el interés anual y proporcionar un fondo de amortización para pagar los bonos al momento de su vencimiento?”

PROPOSICIÓN NÚMERO 3

“¿DEBERÁ el Consejo de Administración de la Ciudad de McKinney, Texas, estar autorizado para emitir bonos de obligación general de la Ciudad en la cantidad principal de \$22,500,000 para mejoras públicas permanentes y fines públicos, a saber: la adquisición, construcción, mejoramiento y equipamiento instalaciones de seguridad pública, incluyendo la adquisición de la tierra y derechos de paso para ello; dichos bonos deberán madurar en serie o de otra manera durante un período que no exceda de veinte (20) años a partir de su fecha de emisión, para ser emitidos y vendidos en una o más series a cualquier precio o precios, y para generar un interés a cualquier tasa o tasas (fija, flotante, variable o de otra manera) como a su discreción el Consejo de Administración deba determinar al momento de la emisión o venta de los bonos; y si se deberán recolectar impuestos de acuerdo a su valor a toda propiedad sujeta a impuestos en la Ciudad suficientes para pagar el interés anual y proporcionar un fondo de amortización para pagar los bonos al momento de su vencimiento?”

PROPOSICIÓN NÚMERO 4

“¿DEBERÁ el Consejo de Administración de la Ciudad de McKinney, Texas, estar autorizado para emitir bonos de obligación general de la Ciudad en la cantidad principal de \$11,700,000 para mejoras públicas permanentes y fines públicos, a saber: la construcción, mejoramiento, renovación, demolición y rehabilitación de edificios municipales existentes; dichos bonos deberán madurar en serie o de otra manera durante un período que no exceda de veinte (20) años a partir de su fecha de emisión, para ser emitidos y vendidos en una o más series a cualquier precio o precios, y para generar un interés a cualquier tasa o tasas (fija, flotante, variable o de otra manera) como a su discreción el Consejo de Administración deba determinar al momento de la emisión o venta de los bonos; y si se deberán recolectar impuestos de acuerdo a su valor a toda propiedad sujeta a impuestos en la Ciudad suficientes para pagar el interés anual y proporcionar un fondo de amortización para pagar los bonos al momento de su vencimiento?”

PROPOSICIÓN NÚMERO 5

“¿DEBERÁ el Consejo de Administración de la Ciudad de McKinney, Texas, estar autorizado para emitir bonos de obligación general de la Ciudad en la cantidad principal de \$10,000,000 para mejoras públicas permanentes y fines públicos, a saber: la adquisición, construcción y equipamiento de estacionamientos en el centro de la ciudad, incluyendo la adquisición de la tierra y derechos de paso para ello; dichos bonos deberán madurar en serie o de otra manera durante un período que no exceda de veinte (20) años a partir de su fecha de emisión, para ser emitidos y vendidos en una o más series a cualquier precio o precios, y para generar un interés a cualquier tasa o tasas (fija, flotante, variable o de otra manera) como a su discreción el Consejo de Administración deba determinar al momento de la emisión o venta de los bonos; y si se deberán recolectar impuestos de acuerdo a su valor a toda propiedad sujeta a impuestos en la Ciudad suficientes para pagar el interés anual y proporcionar un fondo de amortización para pagar los bonos al momento de su vencimiento?”

PROPOSICIÓN NÚMERO 6

“¿DEBERÁ el Consejo de Administración de la Ciudad de McKinney, Texas, estar autorizado para emitir bonos de obligación general de la Ciudad en la cantidad principal de \$2,000,000 para mejoras públicas permanentes y fines públicos, a saber: la construcción y mejoras, presas y otras mejoras de protección contra inundaciones, incluyendo la adquisición de la tierra y los derechos de paso para ello; dichos bonos deberán madurar en serie o de otra manera durante un período que no exceda de veinte (20) años a partir de su fecha de emisión, para ser emitidos y vendidos en una o más series a cualquier precio o precios, y para generar un interés a cualquier tasa o tasas (fija, flotante, variable o de otra manera) como a su discreción el Consejo de Administración deba determinar al momento de la emisión o venta de los bonos; y si se deberán recolectar impuestos de acuerdo a su valor a toda propiedad sujeta a impuestos en la Ciudad suficientes para pagar el interés anual y proporcionar un fondo de amortización para pagar los bonos al momento de su vencimiento?”

PROPOSICIÓN NÚMERO 7

“¿DEBERÁ el Consejo de Administración de la Ciudad de McKinney, Texas, estar autorizado para revocar la autoridad de emitir \$13,395,000 de bonos de obligación general otorgados por la Proposición Número 1 de la elección de bonos llevada a cabo en la Ciudad el 8 de mayo de 2010 con el propósito de proporcionar fondos de amortización para la adquisición, construcción, mejoramiento, expansión y equipamiento de parques e instalaciones recreativas, incluyendo la adquisición de la tierra para ello?”

- Sección 2. Los recintos electorales se muestran en el Cuadro A, que se anexa e incorpora aquí dentro por referencia como parte de este Decreto para todos los propósitos. Los oficiales de la elección y el número máximo de encargados para cada lugar de votación deberán ser determinados y nombrados de acuerdo al contrato de servicios de elección en el Condado de Collin (el “Contrato del Condado de Collin”) para ser ejecutado con el Administrador de Elecciones del Condado de Collin.
- Sección 3. El método de votación para ser usado en la elección especial de bonos el martes, 3 de noviembre de 2015 será de pantalla táctil con dispositivos de grabación directa (DREs por sus siglas en inglés) de Sistemas Premier de Elección ACCUVOTE TS R7 v.4.6.4 para la votación anticipada y para el día de la elección, y boletas de escaneo óptico de Sistemas Premier de Elección ACCUVOTE OS ROM v.2.0.12 para la votación anticipada por correo postal, de acuerdo con el Código de Elección de Texas.
- Sección 4. La votación anticipada para esta elección deberá ser conducida del 19 de octubre de 2015 al 30 de octubre de 2015. La Administración de Elecciones del Condado de Collin, ubicada en 2010 Redbud Drive, Suite 102, McKinney, Texas 75069, es por este medio designada el lugar principal de votación anticipada, y Sharon Rowe, Administradora de Elecciones del Condado de Collin, es por este medio nombrada encargada de la votación anticipada, y ella deberá nombrar y designar encargados asistentes para la votación anticipada de acuerdo con el Contrato del Condado de Collin. La votación anticipada también deberá ser conducida en los lugares de votación mostrados en el Cuadro B y en todas las otras ubicaciones como lo designe el Administrador de Elecciones del Condado de Collin, de acuerdo con el Contrato del Condado de Collin. Para más información sobre las ubicaciones para la votación anticipada de la Ciudad dentro del Condado de Collin, por favor contactar el Departamento de Elecciones del Condado de Collin al número (800) 687-8546 o www.collincountytexas.gov/elections.

Para fines de procesar las boletas en la votación anticipada, los oficiales de elección para el consejo de votación anticipada para esta elección deberán ser nombrados y designados de acuerdo con las cláusulas del Contrato del Condado de Collin.

Sección 5. La votación anticipada para esta elección deberá ser conducida comenzando el 19 de octubre de 2015 y deberá terminar el 30 de octubre de 2015. Durante la votación anticipada por medio de presencia física personal (19 de octubre de 2015 al 30 de octubre de 2015), el Administrador de Elecciones del Condado de Collin deberá mantener los lugares designados de votación anticipada para la votación anticipada como sigue:

| | |
|----------------------------------|-----------------------|
| Lunes, 19 de octubre de 2015 | 8:00 a.m. a 5:00 p.m. |
| Martes, 20 de octubre de 2015 | 8:00 a.m. a 5:00 p.m. |
| Miércoles, 21 de octubre de 2015 | 8:00 a.m. a 5:00 p.m. |
| Jueves, 22 de octubre de 2015 | 8:00 a.m. a 5:00 p.m. |
| Viernes, 23 de octubre de 2015 | 8:00 a.m. a 5:00 p.m. |
| Sábado, 24 de octubre de 2015 | 7:00 a.m. a 7:00 p.m. |
| Domingo, 25 de octubre de 2015 | 1:00 pm. a 6:00 p.m. |
| Lunes, 26 de octubre de 2015 | 7:00 a.m. a 7:00 p.m. |
| Martes, 27 de octubre de 2015 | 7:00 a.m. a 7:00 p.m. |
| Miércoles, 28 de octubre de 2015 | 7:00 a.m. a 7:00 p.m. |
| Jueves, 29 de octubre de 2015 | 7:00 a.m. a 7:00 p.m. |
| Viernes, 30 de octubre de 2015 | 7:00 a.m. a 7:00 p.m. |

Las boletas deberán ser preparadas de acuerdo con el Código de Elección de Texas, y deberán permitir a los electores votar “A FAVOR” o “EN CONTRA” de las medidas anteriormente expuestas que deberán aparecer en las boletas de manera substancial como sigue:

PROPOSICIÓN NÚMERO 1

LA EMISIÓN DE BONOS DE OBLIGACIÓN GENERAL EN LA CANTIDAD DE \$64,100,000 PARA MEJORAS A LAS CALLES Y LA RECAUDACIÓN DE UN IMPUESTO PARA EL PAGO DE ESTO

PROPOSICIÓN NÚMERO 2

LA EMISIÓN DE BONOS DE OBLIGACIÓN GENERAL EN LA CANTIDAD DE \$50,000,000 PARA LA CONSTRUCCIÓN Y MEJORA DEL AEROPUERTO NACIONAL DE MCKINNEY Y LA RECAUDACIÓN DE UN IMPUESTO PARA EL PAGO DE ESTO

PROPOSICIÓN NÚMERO 3

LA EMISIÓN DE BONOS DE OBLIGACIÓN GENERAL EN LA CANTIDAD DE \$22,500,000 PARA INSTALACIONES DE SEGURIDAD PÚBLICA Y LA RECAUDACIÓN DE UN IMPUESTO PARA EL PAGO DE ESTO

PROPOSICIÓN NÚMERO 4

LA EMISIÓN DE BONOS DE OBLIGACIÓN GENERAL EN LA CANTIDAD DE \$11,700,000 PARA MEJORAS A EDIFICIOS MUNICIPALES Y LA RECAUDACIÓN DE UN IMPUESTO PARA EL PAGO DE ESTO

PROPOSICIÓN NÚMERO 5

LA EMISIÓN DE BONOS DE OBLIGACIÓN GENERAL EN LA CANTIDAD DE \$10,00,000 PARA ESTACIONAMIENTOS EN EL CENTRO DE LA CIUDAD Y LA RECAUDACIÓN DE UN IMPUESTO PARA EL PAGO DE ESTO

PROPOSICIÓN NÚMERO 6

LA EMISIÓN DE BONOS OBLIGACIÓN GENERAL EN LA CANTIDAD DE \$2,000,000 PARA LA PROTECCIÓN CONTRA INUNDACIONES Y LA RECAUDACIÓN DE UN IMPUESTO PARA EL PAGO DE ESTO

PROPOSICIÓN NÚMERO 7

LA REVOCACIÓN DE BONOS DE OBLIGACIÓN GENERAL EN LA CANTIDAD DE \$13,395,000 PARA PARQUES E INSTALACIONES RECREATIVAS

- Sección 6. A todos los electores calificados residentes de la Ciudad se les deberá permitir votar en dicha elección, y el día de la elección dichos electores deberán votar en los lugares de votación designados para el recinto electoral en el que residen. Esta elección deberá ser realizada y conducida de acuerdo con las cláusulas del Código de Elección de Texas y el Código de Gobierno de Texas, Capítulo 1251, y en la medida que sea requerido por la ley, todos los materiales y procedimientos de la elección deberán ser impresos tanto en inglés como en español.
- Sección 7. Que el sondeo oficial por el Consejo de Administración será llevado a cabo el 16 de noviembre de 2015 en las Cámaras del Consejo.
- Sección 8. Una copia substancial de este Decreto deberá servir como aviso adecuado de dicha elección. Dicho aviso deberá ser publicado el mismo día en cada una de dos semanas sucesivas en un periódico de circulación general en dicha Ciudad, la primera de dichas publicaciones deberá aparecer en dicho periódico no más de treinta (30) días y no menos de catorce (14) días completos antes del día de la elección. Además, dicho aviso deberá ser expuesto (i) en tres (3) lugares públicos dentro de la Ciudad y en el Ayuntamiento no menos de veintiún (21) días completos antes de la fecha en la que la elección se llevará a cabo, (ii) en la página web de la Ciudad durante los veintiún (21) días previos al día de la elección, y (iii) en una ubicación prominente en cada lugar de votación el día de la elección y durante la votación anticipada.
- Sección 9. Que una copia de este Decreto sea entregada al Secretario del Condado de Collin a más tardar 60 días antes del día de la elección.
- Sección 10. Este Decreto incorpora las cláusulas del Contrato del Condado de Collin, y en la medida que exista cualquier conflicto entre este Decreto y el Contrato del Condado de Collin, las cláusulas del Contrato del Condado de Collin deberán controlar. Por este medio, el Alcalde, Administrador de la Ciudad, o Secretario de la Ciudad o cualquier otro oficial apropiado, está autorizado para corregir, modificar o cambiar los Cuadros de este Decreto con respecto a las ubicaciones y horas finales acordadas por el Administrador de Elecciones del Condado de Collin y la Ciudad.
- Sección 11. De acuerdo con el Código de Elección de Texas, Sección 3.009(b), como ha sido modificado, el monto total de la cantidad principal de las obligaciones de deuda de la Ciudad al principio del año fiscal 2014/2015 de la Ciudad totalizó \$209,275,000; el monto total del interés debido en las obligaciones de deuda de la Ciudad al principio del año fiscal 2014/2015 de la Ciudad totalizó \$76,686.214.86; y la tasa de servicio de deuda de acuerdo a su valor para el año fiscal 2014/2015 de la Ciudad es \$.16756 por \$100 de tasación imponible. La tasa estimada de impuestos si los bonos son autorizados, en base a las condiciones de mercado al mismo tiempo que la elección es ordenada, es \$.16800 por \$100 de tasación imponible. Esta es sólo una estimación proporcionada para el cumplimiento legal de Texas y no es un límite para cualquier tasa de impuestos de servicio de deuda de acuerdo a su valor de la Ciudad.

Sección 12. Este Decreto deberá entrar en vigor a partir de y después de la fecha de su aprobación definitiva y publicación conforme a lo dispuesto por la ley y consecuentemente, de esta manera es ordenado.

DEBIDAMENTE PASADO Y APROBADO POR EL CONSEJO DE ADMINISTRACIÓN DE LA CIUDAD DE MCKINNEY, TEXAS EL 18th DE AGOSTO DE 2015.

CIUDAD DE MCKINNEY, TEXAS

BRIAN LOUGHMILLER
Alcalde

CORRECTAMENTE INSCRITO:

SANDY HART, TRMC, MMC
Secretaria de la Ciudad
DENISE VICE, TRMC
Asistente de la Secretaria de la Ciudad

FECHA: _____

APROBADO DE CONFORMIDAD:

MARK S. HOUSER
Abogado de la Ciudad

CUADRO A

CENTROS DE VOTACIÓN EL DÍA DE LA ELECCIÓN

| Lugar de votación | Dirección | Ciudad |
|---|----------------------------|----------------|
| Escuela Primaria Akin | 1100 Springwood | Wylie |
| Escuela Primaria Aldridge | 720 Pleasant Valley | Richardson |
| Cortes Municipales de Allen | 301 Century Parkway | Allen |
| Escuela Secundaria Armstrong | 3805 Timberline | Plano |
| Edificio Administrativo de Blue Ridge ISD | 318 West School Street | Blue Ridge |
| Escuela Secundaria Bowman | 2501 Jupiter Road | Plano |
| Escuela Primaria Brinker | 3800 Clark Parkway | Plano |
| Escuela Secundaria Carpenter | 3905 Rainier Road | Plano |
| Centro Recreativo Carpenter Park | 6701 Coit Road | Plano |
| Edificio Administrativo de Celina ISD | 205 S. Colorado | Celina |
| Iglesia Luterana Christ the Servant | 821 S. Greenville Ave. | Allen |
| Iglesia Metodista Christ United | 3101 Coit Road | Plano |
| Escuela Preparatoria Clark - Plano | 523 Spring Creek | Plano |
| Escuela Secundaria Clark | 4600 Colby Drive | Frisco |
| Collin College – Centro de Educación Avanzada | 3452 Spur 399 | McKinney |
| Collin College – Campus Central Park | 2200 University | McKinney |
| Collin College - Campus Preston Ridge | 9700 Wade Blvd. | Frisco |
| Collin College - Campus Spring Creek | 2800 Spring Creek Parkway | Plano |
| Oficina de Elecciones del Condado de Collin | 2010 Redbud Blvd, Ste. 102 | McKinney |
| Centro de Conferencias y Tecnología del Community ISD | 615 FM 1138 | Nevada |
| Biblioteca Davis | 7501 Independence Parkway | Plano |
| Escuela Secundaria Dowell | 301 Ridge Road | McKinney |
| Dr. Pepper Star Center en el Rancho Craig | 6993 Stars Ave. | McKinney |
| Eldorado Country Club | 2604 Country Club Drive | McKinney |
| Primera Iglesia Bautista - Sucursal | 7011 FM 546 | Princeton |
| Primera Iglesia Bautista Farmersville, Edif. Juvenil | 201 Farmersville Pkwy. | Farmersville |
| Escuela Secundaria Ford | 630 Park Place Drive | Allen |
| Escuela Secundaria Fowler | 3801 McDermott Road | Plano |
| Centro para ancianos de Frisco | 6670 Moore Street | Frisco |
| Biblioteca Gay | 6861 W. Eldorado Parkway | McKinney |
| Escuela Primaria Haggard | 17820 Campbell Road | Dallas |
| Biblioteca Harrington | 1501 18th Street | Plano |
| Escuela Preparatoria Heritage | 14040 Eldorado Pkwy. | Frisco |
| Escuela Secundaria Hunt | 4900 Legendary Drive | Frisco |
| Centro John Q. Hammons - Courtyard Marriott | 210 East Stacy Road | Allen |
| Ayuntamiento de Lavon | 120 School Road | Lavon |
| Escuela Preparatoria Liberty | 15250 Rolater Road | Frisco |
| Ayuntamiento de Lowry Crossing | 1405 S. Bridgefarmer Road | Lowry Crossing |
| Ayuntamiento de Lucas | 665 Country Club Road | Lucas |
| Estación de Bomberos #7 de McKinney | 861 Independence Pkwy. | McKinney |
| Centro Recreativo para ancianos de McKinney | 1400 S. College | McKinney |
| Ayuntamiento de Melissa | 3411 Barker Ave. | Melissa |
| Escuela Primaria Mitchell | 4223 Briargrove | Dallas |
| Centro Comunitario de Murphy | 205 N. Murphy Road | Murphy |
| Centro Recreativo Old Settlers | 1201 E. Louisiana | McKinney |
| Ayuntamiento de Parker | 5700 E. Parker Road | Parker |
| Biblioteca Parr | 6200 Windhaven Pkwy. | Plano |
| Centro Administrativo del Plano ISD | 2700 W. 15th Street | Plano |
| Centro para ancianos de Plano | 401 W. 16th Street | Plano |
| Escuela Preparatoria Princeton | 1000 E. Princeton Drive | Princeton |
| Administración del Prosper ISD | 605 E. Seventh Street | Prosper |
| Biblioteca Renner-Frankford | 6400 Frankford Road | Dallas |
| Gimnasio Royse City Lady Bulldog | 1412 FM 1777 | Royse City |

| Lugar de votación | Dirección | Ciudad |
|---|---------------------------|------------|
| Asociación de Servicios Comunitarios Seis Lagos | 222 Seis Lago Trail | Wylie |
| Escuela Preparatoria Shepton | 5505 Plano Pkwy. | Plano |
| Iglesia Bautista Misionaria Shiloh | 1310 Avenue "I" | Plano |
| Biblioteca Smith | 300 Country Club | Wylie |
| Escuela Secundaria Staley | 6927 Stadium Drive | Frisco |
| Iglesia Metodista Stonebridge United | 1800 S. Stonebridge Drive | McKinney |
| Iglesia Metodista Suncreek United | 1517 W. McDermott Drive | Allen |
| Banco Texas Star | 402 W. White Street | Anna |
| Centro Comunitario Weston | 117 Main Street | Weston |
| Escuela Primaria Whitt | 7520 Woodcreek Way | Sachse |
| Iglesia Woodcreek | 3400 E. Renner Road | Richardson |

CUADRO B

LUGARES DE VOTACIÓN PARA LA VOTACIÓN ANTICIPADA

La votación anticipada para esta elección deberá comenzar el lunes 19 de octubre de 2015 y terminar el viernes 30 de octubre de 2015, y las fechas y horas designadas para la votación anticipada por medio de presencia física personal en las ubicaciones siguientes deberán ser como sigue:

| Domingo | Lunes | Martes | Miércoles | Jueves | Viernes | Sábado |
|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| Oct 18 | Oct 19 Vot. anticip 8am – 5pm | Oct 20 Vot. anticip 8am – 5pm | Oct 21 Vot. anticip 8am – 5pm | Oct 22 Vot. anticip 8am – 5pm | Oct 23 Vot. anticip 8am – 5pm | Oct 24 Vot. anticip 7am – 7pm |
| Oct 25 Vot. anticip 1pm – 6pm | Oct 26 Vot. anticip 7am – 7pm | Oct 27 Vot. anticip 7am – 7pm | Oct 28 Vot. anticip 7am – 7pm | Oct 29 Vot. anticip 7am – 7pm | Oct 30 Vot. anticip 7am – 7pm | Oct 31 |

| Lugar de votación | Dirección | Ciudad | Recinto Comisionado |
|--|---------------------------------------|------------|---------------------|
| Elecciones del Condado de Collin (Lugar principal de votación anticip.) | 2010 Redbud Blvd. St 102 | McKinney | Recinto 3 |
| Corte Municipal de Allen | 301 Century Pkwy. | Allen | Recinto 3 |
| Centro Recreativo Carpenter Park | 6701 Coit Road | Plano | Recinto 1 |
| Edificio Administrativo de Celina ISD | 205 S. Colorado | Celina | Recinto 1 |
| Iglesia Metodista Christ United | 3101 Coit Road | Plano | Recinto 4 |
| Collin College – Campus Central Park | 2200 W. University Drive | McKinney | Recinto 3 |
| Collin College - Campus Preston Ridge | 9700 Wade Blvd. | Frisco | Recinto 1 |
| Collin College - Campus Spring Creek | 2800 E. Spring Creek | Plano | Recinto 2 |
| Collin College – Centro de Ed. Avanzd. | 3452 Spur 399 | McKinney | Recinto 3 |
| Biblioteca Davis | 7501 Independence | Plano | Recinto 1 |
| Centro para ancianos de Frisco | 6670 Moore Street | Frisco | Recinto 1 |
| Biblioteca Gay | 6861 W. Eldorado | McKinney | Recinto 3 |
| Biblioteca Haggard | 2501 Coit Road | Plano | Recinto 4 |
| Biblioteca Harrington | 1501 18 th Street | Plano | Recinto 2 |
| Edif. Administrativo de Lovejoy ISD | 259 Country Club | Allen | Recinto 3 |
| Ayuntamiento de Lavon | 120 School Road | Lavon | Recinto 2 |
| Estación de bomberos #7 de McKinney | 861 S. Independence | McKinney | Recinto 1 |
| Centro Médico Metodista de Richardson | 2831 E. President George Bush Highway | Richardson | Recinto 2 |
| Centro Comunitario de Murphy | 205 North Murphy Road | Murphy | Recinto 2 |
| Centro Recreativo Old Settlers | 1201 E. Louisiana | McKinney | Recinto 3 |
| Ayuntamiento de Parker | 5700 E. Parker Road | Parker | Recinto 2 |
| Biblioteca Parr | 6200 Windhaven Pkwy. | Plano | Recinto 4 |
| Centro Administrativo de Plano ISD | 2700 W. 15 th Street | Plano | Recinto 4 |
| Ayuntamiento de Princeton | 123 W. Princeton Drive | Princeton | Recinto 3 |
| Cámaras Municipales de Prosper | 108 W. Broadway | Prosper | Recinto 1 |
| Biblioteca Renner-Frankford | 6400 Frankford | Dallas | Recinto 4 |
| Biblioteca Smith | 300 Country Club | Wylie | Recinto 2 |

Ubicaciones temporales de votación anticipada:

| | | | | | | |
|---------------------------------------|--------------------------------------|--------------------------------------|--------------------------------------|--------------------------------------|--------------------------------------|-----------|
| Ayuntamiento de Farmersville | | 205 South Main | | Farmersville | | Recinto 3 |
| Centro de Artes Escénicas de McKinney | | 111 North Tennessee | | McKinney | | Recinto 3 |
| Oct 18 | Oct 19 Vot. anticip. 8am – 5pm | Oct 20 Vot. anticip. 8am – 5pm | Oct 21 Vot. anticip. 8am – 5pm | Oct 22 Vot. anticip. 8am – 5pm | Oct 23 Vot. anticip. 8am – 5pm | Oct 24 |
| Ayuntamiento de Lucas | | 665 Country Club Road | | Lucas | | Recinto 3 |
| Banco Texas Star | | 402 W. White | | Anna | | Recinto 3 |
| Oct 25 | Oct 26 Vot. anticip. 7am – 7pm | Oct 27 Vot. anticip. 7am – 7pm | Oct 28 Vot. anticip. 7am – 7pm | Oct 29 Vot. anticip. 7am – 7pm | Oct 30 Vot. anticip. 7am – 7pm | Oct 31 |

Aviso importante: Los votantes registrados elegibles del Condado de Collin (con una fecha efectiva de registro a más tardar el 3 de noviembre de 2015) podrán votar en cualquiera de las ubicaciones anteriores de votación anticipada.



15-783

TITLE: Consider/Discuss/Act on a Resolution Authorizing a Contract with Collin County Elections Administration to Conduct the November 3, 2015 Special Bond Election and Authorizing an Election Agreement

COUNCIL GOAL: Operational Excellence

MEETING DATE: August 18, 2015

DEPARTMENT: City Secretary

CONTACT: Sandy Hart, City Secretary

RECOMMENDED CITY COUNCIL ACTION: Approve Resolution

ITEM SUMMARY:

- Contract will authorize the Collin County Elections Administrator to conduct the Special Bond Election to be held on Tuesday, November 3, 2015.
- The following services will be provided by the County: retention, training and compensation of election workers; election equipment, supplies and tabulation of election results; conduct early voting by mail and in person; and election day voting.
- The City will be responsible for the following: calling the November 3, 2015 Bond Election; posting and publication of the election notices; and official canvass of the election results.
- The Election Agreement will allow for shared costs associated with the holding of this election.
- Early voting will be conducted as follows:
 - Monday, October 19, 2015 8:00 a.m. to 5:00 p.m.
 - Tuesday, October 20, 2015 8:00 a.m. to 5:00 p.m.
 - Wednesday, October 21, 2015 8:00 a.m. to 5:00 p.m.
 - Thursday, October 22, 2015 8:00 a.m. to 5:00 p.m.
 - Friday, October 23, 2015 8:00 a.m. to 5:00 p.m.
 - Saturday, October 24, 2015 7:00 a.m. to 7:00 p.m.
 - Sunday, October 25, 2015 1:00 p.m. to 6:00 p.m.
 - Monday, October 26, 2015 7:00 a.m. to 7:00 p.m.

- Tuesday, October 27, 2015 7:00 a.m. to 7:00 p.m.
- Wednesday, October 28, 2015 7:00 a.m. to 7:00 p.m.
- Thursday, October 29, 2015 7:00 a.m. to 7:00 p.m.
- Friday, October 30, 2015 7:00 a.m. to 7:00 p.m.
- Vote centers will be utilized for both early voting and election day, which allows voters to vote at any of the additional Early Voting locations or Election Day locations open under full contract services with the Collin County Elections Administration.
- Election Day voting will be conducted from 7:00 a.m. to 7:00 p.m. on November 3, 2015.

BACKGROUND INFORMATION: None

SPECIAL CONSIDERATIONS: None

FINANCIAL SUMMARY:

- The City's cost for this Election will be approximately \$34,000.00 that includes the contract with Collin County Elections Administrator to conduct the Special Bond Election, translation, voter's guide, advertisement, and legal notices. This cost is subject to change should any of the contracting entities cancel their election. The funds for this item will come from the General Fund/Non-Departmental budget 001-999-403-8529.

BOARD OR COMMISSION RECOMMENDATION: N/A

SUPPORTING MATERIALS:

[Resolution](#)
[Contract](#)

RESOLUTION NO. 2015-08-_____ (R)

A RESOLUTION AUTHORIZING A CONTRACT WITH COLLIN COUNTY ELECTIONS ADMINISTRATOR TO CONDUCT THE NOVEMBER 3, 2015 SPECIAL BOND ELECTION

WHEREAS, the City Council of the City of McKinney, Texas, is desirous of continuing to provide the voters within the City of McKinney a unified approach to voting; and,

WHEREAS, pursuant to Section 31.091 et seq. of the Texas Election Code, the City of McKinney has the ability to enter into a contract for election services with the Collin County Elections Administrator; and,

WHEREAS, this contract will provide for election services to be supplied by the Collin County Elections Administrator in conjunction with the November 3, 2015 Special Bond Election; and,

WHEREAS, pursuant to the Texas Election Code, the City of McKinney has the ability to enter into an agreement to hold an election for the Special Bond Election to be held on Tuesday, November 3, 2015.

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

Section 1. That the City Council authorizes the execution of a contract with Collin County Elections Administration to conduct the November 3, 2015 Special Bond Election.

Section 2. That the City Council authorizes the execution of an agreement between the City of McKinney and Collin County Elections Administrator to hold the November 3, 2015 Special Bond Election.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS ON THE 18th DAY OF AUGUST, 2015.

CITY OF MCKINNEY, TEXAS

BRIAN LOUGHMILLER
Mayor

ATTEST:

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

APPROVED AS TO FORM:

MARK S. HOUSER
City Attorney

November 3, 2015
General & Special Elections
Contract for Election Services
City of McKinney

November 3, 2015

General & Special Elections

Table of Contents

| | |
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| I..... | Duties and Services of Contracting Officer |
| II..... | Duties and Services of City |
| III..... | Cost of Election |
| IV..... | General Provisions |

Exhibits

| | |
|----------------|-------------------------------------|
| Exhibit A..... | Early Voting Schedule and Locations |
| Exhibit B..... | Election Day Vote Centers |
| Exhibit C..... | Cost of Services |

THE STATE OF TEXAS

CONTRACT FOR

COUNTY OF COLLIN

§

CITY OF MCKINNEY

ELECTION SERVICES

BY THE TERMS OF THIS CONTRACT made and entered into by and between the CITY OF MCKINNEY, hereinafter referred to as the "City" and SHARON ROWE, Elections Administrator of Collin County, Texas, hereinafter referred to as "Contracting Officer," pursuant to the authority in Subchapter D, Section 31.092, of Chapter 31, of the Texas Election Code, agree to the following particulars in regard to coordination, supervision and running of the City's November 3, 2015 General & Special Elections.

THIS AGREEMENT is entered into in consideration of the mutual covenants and promises hereinafter set out. IT IS AGREED AS FOLLOWS:

I. DUTIES AND SERVICES OF CONTRACTING OFFICER. The Contracting Officer shall be responsible for performing the following duties and shall furnish the following services and equipment:

A. The Contracting Officer shall arrange for appointment, notification (including writ of election), training and compensation of all presiding judges, alternate judges, the judge of the Central Counting Station and judge of the Early Voting Ballot Board.

a. The Contracting Officer shall be responsible for notification of each Election Day and Early Voting presiding judge and alternate judge of his or her appointment. The presiding election judge of each polling place, will use his/her discretion to determine when additional manpower is needed during peak voting hours. The Contracting Officer will determine the number of clerks to work in the Central Counting Station and the number of clerks to work on the Ballot Board. Election judges shall be secured by the Contracting Officer.

b. Election judges shall attend the Contracting Officer's school of instruction (Elections Seminar) to be held Thursday, October 29, 2015. Notification of the class time and location will be sent to all jurisdictions.

c. Election judges shall be responsible for picking up from and returning election supplies to the county election warehouse located at 2010 Redbud Blvd., Suite 102, McKinney. Compensation for this pickup and delivery of supplies will be \$25.00.

d. The Contracting Officer shall compensate each election judge and
worker. Each judge shall receive \$12.00 per hour for services rendered. Each
alternate judge and clerk shall receive \$10.00 per hour for services

rendered. Overtime will be paid to each person working over 40 hours per week.

B. The Contracting Officer shall procure, prepare, and distribute voting machines, election kits and election supplies.

a. The Contracting Officer shall secure election kits which include the legal documentation required to hold an election and all supplies including locks, pens, magic markers, etc.

b. The Contracting Officer shall secure all tables, chairs, and legal documentation required to run the Central Counting Station.

c. The Contracting Officer shall provide all lists of registered voters required for use on Election Day and for the early voting period required by law.

d. The Contracting Officer shall procure and arrange for the distribution of all election equipment and supplies required to hold an election.

1. Equipment includes the rental of voting machines, ADA compliance headphones and keypads (1 per site), transfer cases, voting signs and transfer cabinets.

2. Supplies include smart cards, sample ballots, early voting mail ballots, pens, tape, markers, etc.

C. The Contracting Officer, Sharon Rowe, shall be appointed the Early Voting Clerk by the City.

a. The Contracting Officer shall supervise and conduct Early Voting by mail and in person and shall secure personnel to serve as Early Voting Deputies.

b. Early Voting by personal appearance for the City's November 3, 2015, General & Special Elections shall be conducted during the time period and at the locations listed in Exhibit "A", attached and incorporated by reference into this contract.

c. All applications for an Early Voting mail ballot shall be received and processed by the Collin County Elections Administration Office,

2010 Redbud Blvd., Suite 102, McKinney, Texas 75069.

1. Application for mail ballots erroneously mailed to the City shall immediately be faxed to the Contracting Officer for timely processing. The original application shall then be forwarded to the Contracting Officer for proper retention.

2. All Federal Post Card Applicants (FPCA) will be sent a mail ballot. No postage is required.

d. All Early Voting ballots (those cast by mail and those cast by personal appearance) shall be prepared for count by the Early Voting Ballot Board in accordance with Section 87.000 of the Texas Election Code. The presiding judge of this Board shall be appointed by the Contracting Officer.

D. The Contracting Officer shall arrange for the use of all Election Day Vote Centers. The City shall assume the responsibility of remitting the cost of all employee services required to provide access, provide security or provide custodial services for the polling locations. The Election Day Vote Centers are listed in Exhibit "B", attached and incorporated by reference into this contract.

E. The Contracting Officer shall be responsible for establishing and operating the Central Counting Station to receive and tabulate the voted ballots in accordance with Section 127.001 of the Election Code and of this agreement. Counting Station Manager and Central Count Judge shall be Sharon Rowe. The Tabulation Supervisor shall be Patty Seals.

a. The tabulation supervisor shall prepare, test and run the county's tabulation system in accordance with statutory requirements and county policies, under the auspices of the Contracting Officer.

b. The Public Logic and Accuracy Test of the electronic voting system shall be conducted.

c. Election night reports will be available to the City at the Central Counting Station on election night. Provisional ballots will be tabulated after election night in accordance with law.

d. The Contracting Officer shall prepare the unofficial canvass report after all precincts have been counted, and will provide a copy of the unofficial canvass to the City as soon as possible after all returns have been tallied.

e. The Contracting Officer shall be appointed the custodian of the voted ballots and shall retain all election material for a period of 22 months.

1. Pending no litigation and as prescribed by law, the voted ballots shall be shredded 22 months after the election.

2. The City can obtain the list of registered voters from the Elections Administration Office after this retention period. Pending no litigation and if the City does not request the lists, the Contracting Officer shall destroy them.

f. The Contracting Officer shall conduct a manual count as prescribed by Section 127.201 of the Texas Election Code and submit a written report to the City in a timely manner. The Secretary of State may waive this requirement. If applicable, a written report shall be submitted to the Secretary of State as required by Section 127.201(E) of the aforementioned code.

II. DUTIES AND SERVICES OF THE CITY. The City shall assume the following responsibilities:

A. The City shall prepare the election orders, resolutions, notices, official canvass and other pertinent documents for adoption by the appropriate office or body. The City assumes the responsibility of posting all notices and likewise promoting the schedules for Early Voting and Election Day.

B. The City shall provide the Contracting Officer with an updated map and street index of their jurisdiction in an electronic or printed format as soon as possible but no later than Friday, September 4, 2015.

C. The City shall procure and provide the Contracting Officer with the ballot layout and Spanish interpretation in an electronic format.

a. **The City shall deliver to the Contracting Officer as soon as possible, but no later than 10:00 AM Tuesday, August 25, 2015, the official wording for the City's November 3, 2015, General & Special Elections.**

b. The City shall approve, within 48 hours, the "blue line" ballot format prior to printing.

D. The City shall post the publication of election notice by the proper methods with the proper media.

E. The City shall compensate the Contracting Officer for any additional verified cost incurred in the process of running this election or for a manual count this election may require, consistent with charges and hourly rates shown on Exhibit "C" for required services.

F. The City shall pay the Contracting Officer 90% of the City's share of the cost to run the said election prior to Friday, September 25, 2015. The Contracting Officer shall place the funds in a "contract fund" as prescribed by Section 31.100 of the Texas Election Code. The Deposit should be delivered within the mandatory time frame to:

**Collin County Treasury
2300 Bloomdale Rd. #3138
McKinney, Texas 75071**

Made payable to: "Collin County Treasury" with the note "for election services" included with check documentation.

G. The City shall pay the City's share of the cost of conducting said election, less partial payment, including the 10% administrative fee, pursuant to the Texas Election Code, Section 31.100, within 30 days from the date of final billing.

III. COST OF SERVICES. See Exhibit "C."

IV. GENERAL PROVISIONS.

A. Nothing contained in this contract shall authorize or permit a change in the officer with whom or the place at which any document or record relating to the City's November 3, 2015, General & Special Election is to be filed or the place at which any function is to be carried out, or any nontransferable functions specified under Section 31.096 of the Texas Election Code.

B. Upon request, the Contracting Officer will provide copies of all invoices and other charges received in the process of running said election for the City.

C. If the City cancels their election pursuant to Section 2.053 of the Texas Election Code, the Contracting Officer shall be paid a contract preparation fee of \$75. An entity canceling an election will not be liable for any further costs incurred by the Contracting Officer in conducting the November 3, 2015, General & Special Elections. All actual shared cost incurred in the conduct of the election will be divided by the actual number of entities contracting with the Contracting Officer **and** holding a November 3, 2015, General & Special Election.

D. The Contracting Officer shall file copies of this contract with the County

Judge and the County Auditor of Collin County, Texas.

WITNESS BY MY HAND THIS THE ____ DAY OF _____ 2015.

Sharon Rowe
Elections Administrator
Collin County, Texas

WITNESS BY MY HAND THIS THE ____ DAY OF _____ 2015.

| | |
|---|--|
| By:_____ | Attest:_____ |
| Tom Muehlenbeck, Interim City Manager City of McKinney | Sandy Hart, City Secretary City of McKinney |

**EXHIBIT A
NOVEMBER 3, 2015
GENERAL AND SPECIAL ELECTIONS**

Early Voting Locations, Dates and Hours – Collin County

| | | | Address | City | Commissioner Precinct | |
|---|-------------------------------------|-------------------------------------|---------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| Collin County Elections (Main Early Voting Location) | | | 2010 Redbud Blvd. St 102 | McKinney | Precinct 3 | |
| Allen Municipal Courts Facility | | | 301 Century Pkwy. | Allen | Precinct 3 | |
| Carpenter Park Recreation Center | | | 6701 Coit Road | Plano | Precinct 1 | |
| Celina ISD Administration Building | | | 205 S. Colorado | Celina | Precinct 1 | |
| Christ United Methodist Church | | | 3101 Coit Road | Plano | Precinct 4 | |
| Collin College - Central Park Campus | | | 2200 W. University Drive | McKinney | Precinct 3 | |
| Collin College - Preston Ridge Campus | | | 9700 Wade Blvd. | Frisco | Precinct 1 | |
| Collin College - Spring Creek Campus | | | 2800 E. Spring Creek Pkwy. | Plano | Precinct 2 | |
| Collin College – Higher Education Center | | | 3452 Spur 399 | McKinney | Precinct 3 | |
| Davis Library | | | 7501 Independence | Plano | Precinct 1 | |
| Frisco Senior Center | | | 6670 Moore Street | Frisco | Precinct 1 | |
| Gay Library | | | 6861 W. Eldorado | McKinney | Precinct 3 | |
| Haggard Library | | | 2501 Coit Road | Plano | Precinct 4 | |
| Harrington Library | | | 1501 18 th Street | Plano | Precinct 2 | |
| Lovejoy ISD Administration Bldg. | | | 259 Country Club | Allen | Precinct 3 | |
| Lavon City Hall | | | 120 School Road | Lavon | Precinct 2 | |
| McKinney Fire Station #7 | | | 861 S. Independence Pkwy. | McKinney | Precinct 1 | |
| Methodist Richardson Medical Center | | | 2831 E. President George Bush Highway | Richardson | Precinct 2 | |
| Murphy Community Center | | | 205 North Murphy Road | Murphy | Precinct 2 | |
| Old Settlers Recreation Center | | | 1201 E. Louisiana | McKinney | Precinct 3 | |
| Parker City Hall | | | 5700 E. Parker Road | Parker | Precinct 2 | |
| Parr Library | | | 6200 Windhaven Pkwy. | Plano | Precinct 4 | |
| Plano ISD Administration Center | | | 2700 W. 15 th Street | Plano | Precinct 4 | |
| Princeton City Hall | | | 123 W. Princeton Drive | Princeton | Precinct 3 | |
| Prosper Municipal Chambers | | | 108 W. Broadway | Prosper | Precinct 1 | |
| Renner-Frankford Library | | | 6400 Frankford | Dallas | Precinct 4 | |
| Smith Library | | | 300 Country Club | Wylie | Precinct 2 | |
| Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
| Oct 18 | Oct 19 Early Voting 8am – 5pm | Oct 20 Early Voting 8am – 5pm | Oct 21 Early Voting 8am – 5pm | Oct 22 Early Voting 8am – 5pm | Oct 23 Early Voting 8am – 5pm | Oct 24 Early Voting 7am – 7pm |
| Oct 25 Early Voting 1pm – 6pm | Oct 26 Early Voting 7am – 7pm | Oct 27 Early Voting 7am – 7pm | Oct 28 Early Voting 7am – 7pm | Oct 29 Early Voting 7am – 7pm | Oct 30 Early Voting 7am – 7pm | Oct 31 |

Temporary Early Voting Locations:

Farmersville City Hall 205 South Main Farmersville Precinct 3
 McKinney Performing Arts Center 111 North Tennessee McKinney Precinct 3

| | | | | | | |
|---------------|--|--|--|--|--|---------------|
| Oct 18 | Oct 19 Early Voting 8am – 5pm | Oct 20 Early Voting 8am – 5pm | Oct 21 Early Voting 8am – 5pm | Oct 22 Early Voting 8am – 5pm | Oct 23 Early Voting 8am – 5pm | Oct 24 |
|---------------|--|--|--|--|--|---------------|

Lucas City Hall
Texas Star Bank

665 Country Club Road
402 W. White

Lucas
Anna

Precinct 3
Precinct 3

| | | | | | | |
|---------------|--|--|--|--|--|---------------|
| Oct 25 | Oct 26 Early Voting 7am – 7pm | Oct 27 Early Voting 7am – 7pm | Oct 28 Early Voting 7am – 7pm | Oct 29 Early Voting 7am – 7pm | Oct 30 Early Voting 7am – 7pm | Oct 31 |
|---------------|--|--|--|--|--|---------------|

Important Note: Eligible Collin County registered voters (with an effective date of registration on or before November 3, 2015) may vote at any of the above early voting locations.

EXHIBIT B
ELECTION DAY VOTE CENTERS – NOVEMBER 3, 2015

| Polling Place | Address | City |
|---|----------------------------|---------------------|
| Akin Elementary School | 1100 Springwood | Wylie |
| Aldridge Elementary School | 720 Pleasant Valley | Richardson |
| Allen Municipal Courts Facility | 301 Century Parkway | Allen |
| Armstrong Middle School | 3805 Timberline | Plano |
| Blue Ridge ISD Administration | 318 West School Street | Blue Ridge Building |
| Bowman Middle School | 2501 Jupiter Road | Plano |
| Brinker Elementary School | 3800 Clark Parkway | Plano |
| Carpenter Middle School | 3905 Rainier Road | Plano |
| Carpenter Park Recreation Center | 6701 Coit Road | Plano |
| Celina ISD Administration Building | 205 S. Colorado | Celina |
| Christ the Servant Lutheran Church | 821 S. Greenville Ave. | Allen |
| Christ United Methodist Church | 3101 Coit Road | Plano |
| Clark High School - Plano | 523 Spring Creek | Plano |
| Clark Middle School | 4600 Colby Drive | Frisco |
| Collin College - Higher Education Center | 3452 Spur 399 | McKinney |
| Collin College Central Park Campus | 2200 University | McKinney |
| Collin College Preston Ridge Campus | 9700 Wade Blvd. | Frisco |
| Collin College Spring Creek Campus | 2800 Spring Creek Parkway | Plano |
| Collin County Elections Office | 2010 Redbud Blvd, Ste. 102 | McKinney |
| Community ISD Technology and Conference Center | 615 FM 1138 | Nevada |
| Davis Library | 7501 Independence Parkway | Plano |
| Dowell Middle School | 301 Ridge Road | McKinney |
| Dr. Pepper Star Cntr at Craig Ranch | 6993 Stars Ave. | McKinney |
| Eldorado Country Club | 2604 Country Club Drive | McKinney |
| First Baptist Church - Branch | 7011 FM 546 | Princeton |
| First Baptist Church Farmersville, Youth Building | 201 Farmersville Pkwy. | Farmersville |
| Ford Middle School | 630 Park Place Drive | Allen |
| Fowler Middle School | 3801 McDermott Road | Iano |
| Frisco Senior Center | 6670 Moore Street | Frisco |
| Gay Library | 6861 W. Eldorado Parkway | McKinney |
| Haggar Elementary School | 17820 Campbell Road | Dallas |
| Harrington Library | 1501 18th Street | Plano |
| Heritage High School | 14040 Eldorado Pkwy. | Frisco |
| Hunt Middle School | 4900 Legendary Drive | Frisco |
| John Q. Hammons Cntr-Courtyard Marriott | 210 East Stacy Road | Allen |
| Lavon City Hall | 120 School Road | Lavon |
| Liberty High School | 15250 Rolater Road | Frisco |
| Lowry Crossing City Hall | 1405 S. Bridgefarmer Road | Lowry Crossing |

| | | |
|--------------------------------------|---------------------------|------------|
| Lucas City Hall | 665 Country Club Road | Lucas |
| McKinney Fire Station #7 | 861 Independence Pkwy. | McKinney |
| McKinney Senior Recreation Center | 1400 S. College | McKinney |
| Melissa City Hall | 3411 Barker Ave. | Melissa |
| Mitchell Elementary School | 4223 Briargrove | Dallas |
| Murphy Community Center | 205 N. Murphy Road | Murphy |
| Old Settlers Recreation Center | 1201 E. Louisiana | McKinney |
| Parker City Hall | 5700 E. Parker Road | Parker |
| Parr Library | 6200 Windhaven Pkwy. | Plano |
| Plano ISD Administration Center | 2700 W. 15th Street | Plano |
| Plano Senior Center | 401 W. 16th Street | Plano |
| Princeton High School | 1000 E. Princeton Drive | Princeton |
| Prosper ISD Administration | 605 E. Seventh Street | Prosper |
| Renner-Frankford Library | 6400 Frankford Road | Dallas |
| Royse City Lady Bulldog Gym | 1412 FM 1777 | Royse City |
| Seis Lagos Community Services Assoc. | 222 Seis Lago Trail | Wylie |
| Shepton High School | 5505 Plano Pkwy. | Plano |
| Shiloh Missionary Baptist Church | 1310 Avenue "I" | Plano |
| Smith Library | 300 Country Club | Wylie |
| Staley Middle School | 6927 Stadium Drive | Frisco |
| Stonebridge United Methodist Church | 1800 S. Stonebridge Drive | McKinney |
| Suncreek United Methodist Church | 1517 W. McDermott Drive | Allen |
| Texas Star Bank | 402 W. White Street | Anna |
| Weston Community Center | 117 Main Street | Weston |
| Whitt Elementary School | 7520 Woodcreek Way | Sachse |
| Woodcreek Church | 3400 E. Renner Road | Richardson |

EXHIBIT C

SUMMARY OF COSTS FOR CITY OF MCKINNEY

| | |
|-------------------------------------|--------------------|
| SUPPLY COST | \$660.20 |
| EQUIPMENT RENTAL COST | \$4,663.00 |
| EARLY VOTING | \$10,682.50 |
| ELECTION DAY | \$1,532.50 |
| ADMINISTRATIVE EXPENSES | \$64.50 |
| TABULATION/CENTRALIZED COSTS | <u>\$16,819.80</u> |
| Total | \$34,422.50 |
| 10% Administrative Fee | <u>\$3,442.25</u> |
| Grand Total | \$37,864.75 |
| 90% Deposit due by 9/25/15 | \$34,078.28 |



15-784

TITLE: Consider/Discuss/Act on a North Texas Municipal Water District Memorandum of Understanding Regarding Development of a Regional Capacity, Management, Operation, and Maintenance (CMOM) Program

COUNCIL GOAL: Operational Excellence

MEETING DATE: August 18, 2015

DEPARTMENT: Public Works

CONTACT: Chris Browning, Executive Director of Public Works

RECOMMENDED CITY COUNCIL ACTION: Approval

ITEM SUMMARY:

- In an effort to improve the wastewater collection capacity, management, operations, and maintenance program of the respective regional systems, the North Texas Municipal Water District (NTMWD) and its member cities (Communities) agree to the following:
 - NTMWD and the Communities shall work together in good faith to establish a model written Regional Capacity, Management, Operations, and Maintenance (CMOM) program related to the following aspects of NTMWD's and Communities' practices, assets, and programs.
 - Emergency response and mitigation plan;
 - Collection system cleaning program;
 - Comprehensive Fats, Roots, Oil, and Grease (FROG) program;
 - Condition assessment: Force mains, lift stations, manholes, gravity sewers, and service laterals;
 - Hydraulic modeling capacity assessment;
 - Formalized operation and maintenance (O&M) training program including standard operation procedures and classroom training;
 - Point of entry and flow metering program;
 - Maintenance management system; and
 - Framework for identification and implementation of NTMWD and Community capital project needs resulting from condition and capacity assessments.

- This Memorandum of Understanding will be effective the date of the last signature, target date of September 16, with an awareness all Communities may not participate.

BACKGROUND INFORMATION: N/A

FINANCIAL SUMMARY: To be provided at a later date

BOARD OR COMMISSION RECOMMENDATION: N/A

SUPPORTING MATERIALS:

[Memorandum of Understanding](#)

NORTH TEXAS MUNICIPAL WATER DISTRICT

MEMORANDUM OF UNDERSTANDING REGARDING DEVELOPMENT OF A REGIONAL CAPACITY, MANAGEMENT, OPERATIONS, AND MAINTENANCE (CMOM) PROGRAM

WHEREAS, the City of Allen, the City of Forney, the City of Frisco, the City of Heath, the City of McKinney, the City of Mesquite, the City of Plano, the City of Princeton, the Town of Prosper, the City of Richardson, the City of Rockwall and the City of Seagoville, (individually and collectively the “Communities”), have entered into various contracts (the “Contracts”) for the collection, conveyance, and treatment of wastewater from their various systems (the “Systems”); and

WHEREAS, the Contracts do not include explicit provisions related to maintenance, management, and operation of the Systems; and

WHEREAS, each entity has its own unique collection system and appropriations approval by their respective governing body, the program will be implemented consistent with the needs and appropriated funding of each entity; and

WHEREAS, North Texas Municipal Water District (“NTMWD”) and the Communities have a goal to improve wastewater collection capacity, management, operations, and maintenance programs of the Systems; and

NOW THEREFORE, NTMWD and the Communities agree to the following:

NTMWD and the Communities shall work together in good faith to establish a model written Regional Capacity, Management, Operations, and Maintenance (CMOM) program related to the following aspects of NTMWD’s and Communities’ practices, assets, and programs.

- a. Emergency response and mitigation plan,
- b. Collection system cleaning program,
- c. Comprehensive Fats, Roots, Oil, and Grease (FROG) program,
- d. Condition assessment: Force mains, lift stations, manholes, gravity sewers, and service laterals,
- e. Hydraulic modeling capacity assessment,
- f. Formalized operation and maintenance (“O&M”) training program including standard operating procedures and classroom training,
- g. Point of entry and flow metering program,
- h. Maintenance management system, and
- i. Framework for identification and implementation of NTMWD and Community capital project needs resulting from condition and capacity assessments.

This Memorandum of Understanding will be effective the date of the last signature with an awareness all Communities may not participate.

MEMORANDUM OF UNDERSTANDING: REGIONAL CMOM PROGRAM
PAGE 2

AGREED:

Thomas W. Kula
Executive Director, NTMWD

Date

Peter H. Vargas
City Manager, City of Allen

Date

Brian Brooks
City Manager, City of Forney

Date

George Purefoy
City Manager, City of Frisco

Date

Ed Thatcher
City Manager, City of Heath

Date

Tom Muehlenbeck
Interim City Manager, City of McKinney

Date

Ted Barron
City Manager, City of Mesquite

Date

MEMORANDUM OF UNDERSTANDING: REGIONAL CMOM PROGRAM
PAGE 3

Bruce D. Glasscock
City Manager, City of Plano

Date

Derek F. Borg
City Manager, City of Princeton

Date

Harlan Jefferson
Town Manager, Town of Prosper

Date

Dan Johnson
City Manager, City of Richardson

Date

Rick Crowley
City Manager, City of Rockwall

Date

Pat Stallings
Acting City Manager, City of Seagoville

Date



15-785

TITLE: Consider/Discuss/Act on an Ordinance to Approve Selected Names for Several Roadways in McKinney

COUNCIL GOAL: Operational Excellence

MEETING DATE: August 18, 2015

DEPARTMENT: Development Services / Engineering

CONTACT: Robyn Root P.E., P.T.O.E., Traffic Engineer
Gary Graham, P.E., P.T.O.E., Transportation and CIP Engineering Manager

RECOMMENDED CITY COUNCIL ACTION:

- Approval of the Ordinance

ITEM SUMMARY:

- This Ordinance was tabled on July 21, 2015 to provide time for a City Council Sub-committee to select names for these six roadways in McKinney.
- This is an Ordinance to approve the selected names for the following roadways:
 - Old 543 between Trinity Falls Parkway and US 75 to be named Crump Garden Way
 - Old Redbud Boulevard from Bloomdale Road to the new Redbud Boulevard to be named McLarry Drive
 - Old US 75 Southbound Frontage Road Bridge (part of the US 75 reconstruction) between Parkview Avenue and Valley Creek Trail to be named Creek Trail Bridge
 - Roadway (part of the US 75 reconstruction) between US 75 Southbound Frontage Road and Parkview Avenue to be named Gerry R Lane
 - Roadway (part of the US 75 reconstruction) between US 75 Northbound Frontage Road and Parkview Avenue to be named Bruce Luster Place

- o FM 546 (new alignment) that begins at SH 5 (McDonald Street) and heads in an eastward direction towards the Airport to be named Harry McKillop Boulevard

BACKGROUND INFORMATION:

- When Laud Howell Parkway was constructed, FM 543 was taken off system from US 75 to the Trinity Falls Development. The City Council chose to rename this portion of FM 543, Trinity Falls Parkway. The new alignment of Laud Howell Parkway created a need to realign Trinity Falls Parkway to intersect at a new location. This created a small section of road (old FM 543) between Trinity Falls Parkway and US 75 that now needs a name. This road serves only five homes, four of which have already been acquired by the developer. This roadway will likely be vacated in the future when this area develops.
- Redbud Boulevard is being reconstructed to a new alignment between the old Blockbuster facility and Bloomdale Road. The old alignment of Redbud Blvd. will extend from Bloomdale Road and tee into Redbud Blvd. This old alignment of Redbud Blvd. needs to be given a new name. McLarry Cemetery is located on the southeast corner of Bloomdale Road and old Redbud Blvd. The McLarry Family has previously reached out to the City to request a name change.
- With the new alignment of US 75 southbound frontage being elevated, it created the need to name the old alignment of the southbound frontage road between Parkview Avenue and Valley Creek Trail. The roadway consists of just a bridge between these two roadways.
- With the reconstruction of US 75 two roads were constructed to provide access between the frontage roads and Parkview Avenue. One roadway connects US 75 Northbound Frontage Road to Parkview Avenue and the other connects US 75 Southbound Frontage Road to Parkview Avenue. Both roads are in need of a name.
- Although it has not been constructed yet, the Texas Department of Transportation has requested the City name the new alignment of FM 546 from SH 5 (McDonald Street) in an eastward direction towards the Airport. This new alignment will connect to the existing FM 546 within the County.

FINANCIAL SUMMARY:

- The operating budget of the Public Works Department will cover the cost of the street name sign installation for Crumb Garden Way, and the three roadways that were named in association with the US 75 reconstruction project. Harry McKillop Blvd. and McLarry Drive street name signs will be installed through the respective projects of Redbud Boulevard reconstruction project and the future FM 546 construction project.

BOARD OR COMMISSION RECOMMENDATION:

- The City Council Sub-Committee has recommended the following names:

- o Crumb Garden Way for the old section of FM 543 between Trinity Falls Parkway and US 75
- o McLarry Drive for the old Redbud Blvd. from Bloomdale Road to Redbud Blvd
- o Creek Trail Bridge for the old US 75 Southbound Frontage Road Bridge between Parkview Avenue and Valley Creek Trail
- o Gerry R Lane between US 75 Southbound Frontage Road and Parkview Avenue
- o Bruce Luster Place between US 75 Northbound Frontage Road and Parkview Avenue
- o Harry McKillop Boulevard for the new alignment of FM 546 that begins at SH 5 (McDonald Street) and heads in an eastward direction towards the Airport where it will connect to the existing FM 546.

SUPPORTING MATERIALS:

[Ordinance](#)

[Location Map - Crump Garden Way](#)

[Location Map - McLarry Dr](#)

[Location Map - Parkview Connectors & Bridge](#)

[Location Map - Harry McKillop Blvd](#)

[CC Minutes 7-21-15](#)

ORDINANCE NO. 2015-08-____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS, TO SELECT NAMES FOR SEVERAL ROADWAYS IN MCKINNEY; AMENDING THE CODE OF ORDINANCES, CITY OF MCKINNEY, TEXAS; PROVIDING FOR PUBLICATION OF THE CAPTION OF THE ORDINANCE, EFFECTIVE DATE HEREOF AND A PENALTY CLAUSE

WHEREAS, Laud Howell Parkway established the new alignment for Trinity Falls Parkway; and

WHEREAS, the old alignment of FM 543, between Trinity Falls Parkway and US 75 has yet to be named; and

WHEREAS, Redbud Boulevard has been constructed with a new alignment between Bloomdale Road and the old Blockbuster facility; and

WHEREAS, the old alignment of Redbud Boulevard between Bloomdale Road and Redbud Boulevard needs a new name; and

WHEREAS, US 75 Southbound Frontage Road has been elevated near the Valley Creek Trail and Parkview Avenue; and

WHEREAS, the old alignment of the US 75 Southbound Frontage Road between Valley Creek Trail and Parkview Avenue needs to be named; and

WHEREAS, with US 75 construction, a new, yet to be named, roadway between US 75 southbound Frontage Road and Parkview Avenue has been constructed; and

WHEREAS, with US 75 construction, a new, yet to be named, roadway between US 75 northbound Frontage Road and Parkview Avenue has been constructed; and

WHEREAS, the Texas Department of Transportation has requested the new alignment of FM 546 be named east of SH 5 (McDonald Street).

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

Section 1. The City Council of the City of McKinney, Texas hereby names the old alignment of FM 543 located between Trinity Falls Parkway and US 75 to Crump Garden Way.

Section 2. The City Council of the City of McKinney, Texas hereby changes the name of the old Redbud Boulevard located between Bloomdale Road and Redbud Boulevard to McLarry Drive.

Section 3. The City Council of the City of McKinney, Texas hereby names the old alignment of the US 75 Southbound Frontage Road located between Valley Creek Trail and Parkview Avenue to Creek Trail Bridge.

Section 4. The City Council of the City of McKinney, Texas hereby names the new roadway located between US 75 Southbound Frontage Road and Parkview Avenue to Gerry R Lane.

Section 5. The City Council of the City of McKinney, Texas hereby names the new roadway located between US 75 Northbound Frontage Road and Parkview Avenue to Bruce Luster Place.

Section 6. The City Council of the City of McKinney, Texas hereby names the new alignment of FM 546 located beginning at SH 5 (McDonald Street) and in an eastward direction to Harry McKillop Boulevard.

Section 7. This Ordinance shall become effective from and after the date of its final passage and publication as provided by law, after all the necessary signs and markings have been installed, and it is accordingly so ordained.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS ON THE 18th DAY OF AUGUST, 2015.

CITY OF MCKINNEY, TEXAS

BRIAN LOUGHMILLER
Mayor

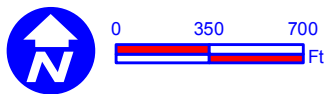
CORRECTLY ENROLLED:

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

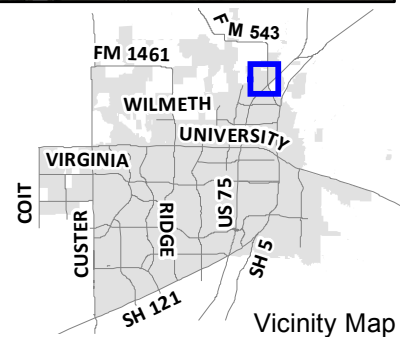
DATE: _____

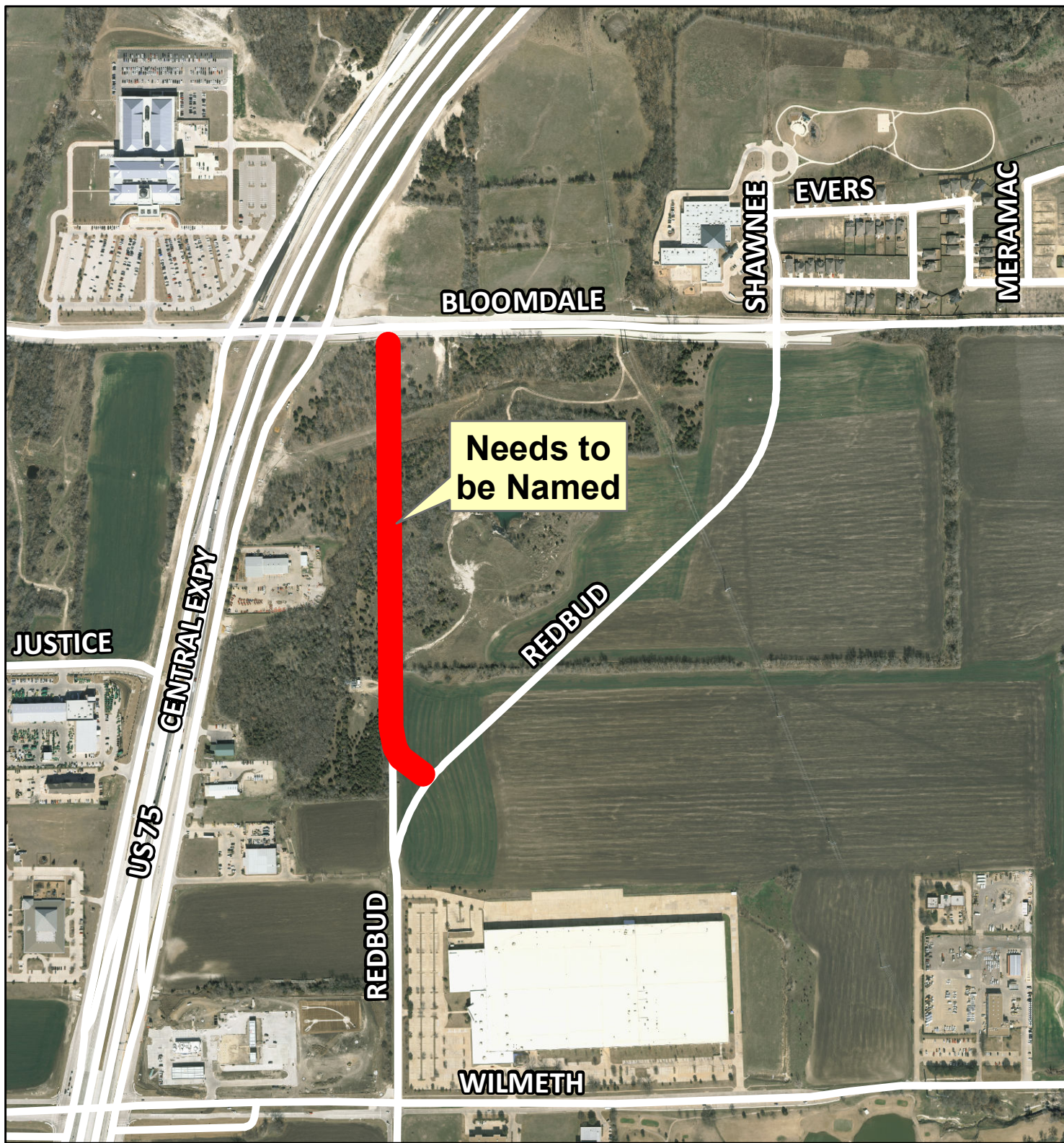
APPROVED AS TO FORM:

MARK S. HOUSER
City Attorney



Road to be Named



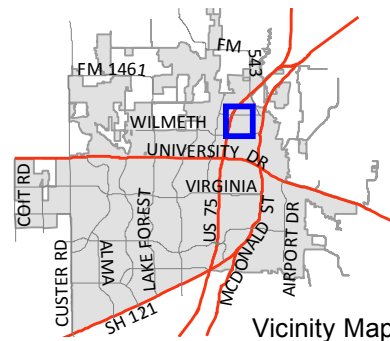


0 400 800
Feet

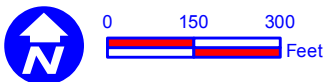


City of McKinney

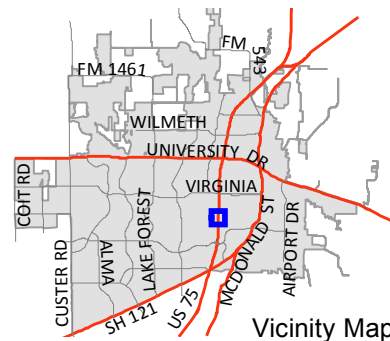
Redbud Blvd (Wilmeth – Bloomdale)

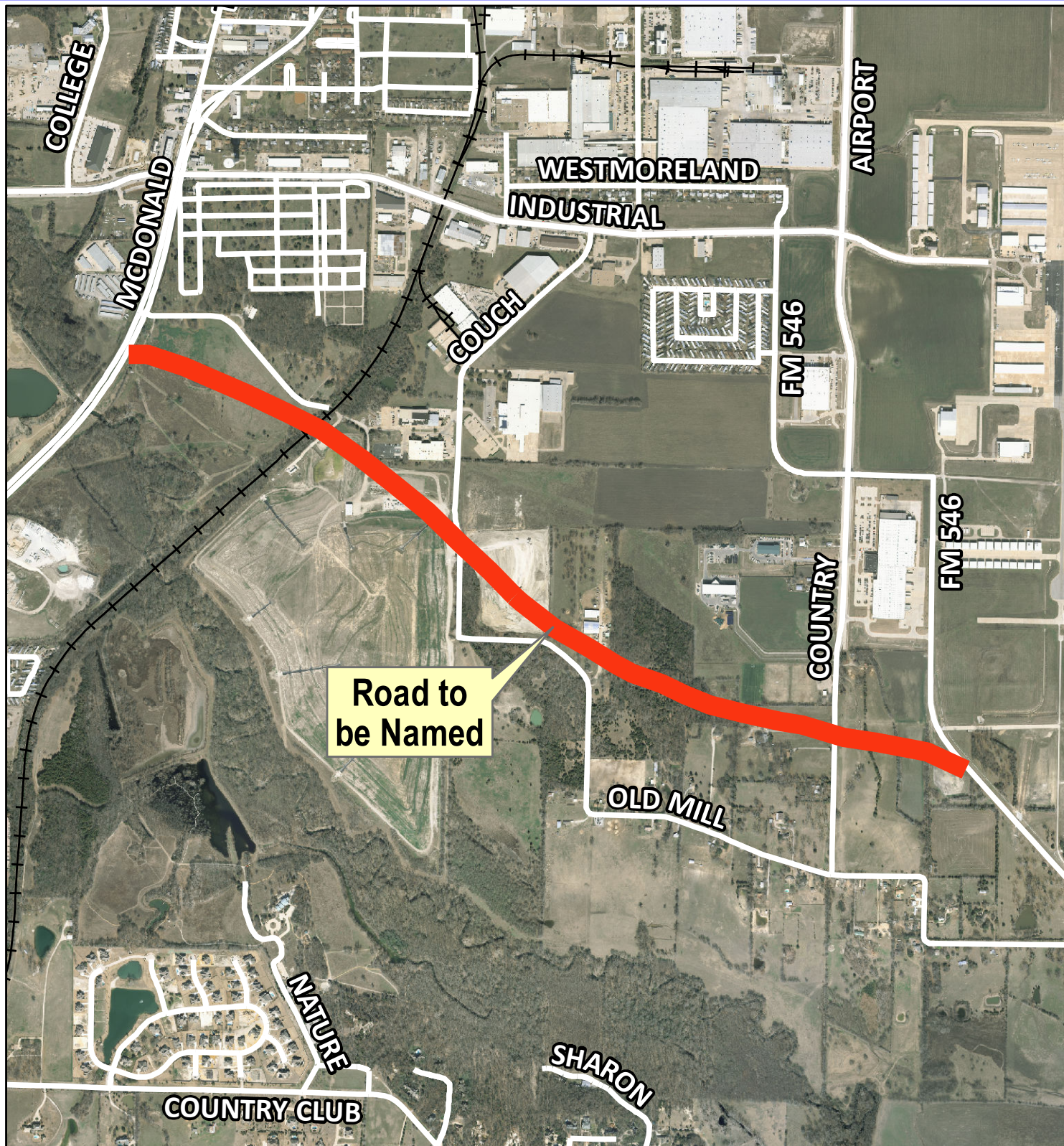


Vicinity Map



Roads to be Named

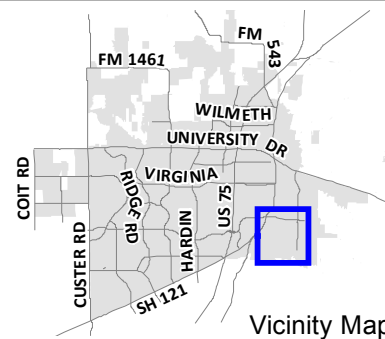




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Road to be Named FM 546 Alignment



City Council Meeting Minutes of July 21, 2015

15-690 Mayor Loughmiller called for Consideration/Discussion/Action on an Ordinance to Select Names for Several Roadways in McKinney. Traffic Engineer Robyn Root stated that Staff is asking the City Council to name these roadways. Old FM 543, a small portion of a collector roadway, is anticipated to be vacated in the future. Staff is recommending naming this roadway Old FM 543 or Old Weston Road. Old Redbud Boulevard that tees into the new Redbud Boulevard needs to be renamed. The McCleary family has requested that this street be named after their family. There are three new roadways constructed with the US 75 construction. The Bridge Street was formerly the old southbound frontage road. It can be named Valley Creek or given a new name. There are two connectors between the service roads and Parkview, one on the east and one on the west, which need to be named. The new alignment for FM 546 is under design by TxDOT. TxDOT has requested that the City name this roadway so that it can be used on design maps. Mayor Loughmiller requested that, with the number of roadways to be named and the list of possible names, a committee of Mayor Pro Tem Ussery, Councilwoman Rath, and Council member Day work with the list of names and come back with a recommendation for each of the streets. If any Council member wants a name considered that is not on this list, the name should be submitted to City Attorney Houser so that it can be given to the committee and added for consideration. Council unanimously approved the motion by Council woman

Rath, seconded by Council member Branch, to table the item pending the recommendation of the subcommittee that will work directly with Ms. Root.



15-786

TITLE: Consider/Discuss/Act on a Resolution Authorizing the Interim City Manager to Enter into a Lease Agreement with Dell Marketing for Computer Refresh Equipment and Accessories

COUNCIL GOAL: Operational Excellence

MEETING DATE: August 18, 2015

DEPARTMENT: Department of Information Technology

CONTACT: Chris Chiancone, CIO

RECOMMENDED CITY COUNCIL ACTION:

- Approval of Resolution

ITEM SUMMARY:

- This Resolution authorizes award of contract to Dell Marketing for Computer Refresh Equipment and Accessories and allows the City Manager to enter into a thirty-six (36) month lease agreement for equipment and accessories.
- Refresh equipment consists of desktops, laptops, monitors and accessories.

BACKGROUND INFORMATION:

- The Request for Proposals, 15-58RFP was advertised on May 24, 2015.
- A total of six (6) proposals were received and opened on June 18, 2015.
- A committee of three evaluators reviewed and ranked the proposals based on the following criteria:
 1. Total Proposed Price
 2. Qualifications / Experience & References
 3. Proposed Products & Services
 4. Technical Support & Warranty
- Recommended as best value for the City with the highest weighted score is Dell Marketing.
- Lease agreement shall commence upon execution by each of the parties and continue for thirty-six (36) months with one (1) twelve (12) month renewal option.

FINANCIAL SUMMARY:

- Lease desktops, laptops and monitors: \$482,877.63 per year.
- Information Technology Fund budget is available, no requirement to transfer funds.

BOARD OR COMMISSION RECOMMENDATION:

- N/A

SUPPORTING MATERIALS:

[Resolution](#)

[Compiled Result](#)

[Dell Financial Services Best and Final Offer](#)

[Cost Savings](#)

[Specifications](#)

[Dell Proposal](#)

RESOLUTION NO. 2015-08-____ (R)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCKINNEY,
TEXAS, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE A
LEASE AGREEMENT WITH DELL MARKETING FOR THE COMPUTER
REFRESH PLAN**

WHEREAS, the City of McKinney, Texas, has determined the need for a Computer Refresh Plan; and

WHEREAS, a Request For Proposals was issued and Dell Marketing was selected as the best evaluated proposal for the Computer Refresh Plan.

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

Section 1. The Interim City Manager is authorized to execute the lease agreement between the City of McKinney and Dell Marketing for the Computer Refresh Plan.

Section 2. 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 18th DAY OF AUGUST, 2015.

CITY OF MCKINNEY, TEXAS

BRIAN LOUGHMILLER
Mayor

ATTEST:

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

APPROVED AS TO FORM:

MARK S. HOUSER
City Attorney

EVALUATION RESULTS

#15-58RFP - Computer Refresh Plan

| | Weighted Score | Evaluator 1 | | | Austin Ribbon & Computer Supplies | Evaluator 1 | | | Delcom Group | Evaluator 1 | | | Compucom Systems | Evaluator 1 | | | Dell Marketing | Evaluator 1 | | | Troxell Communications | Evaluator 1 | | | Hillard Office Supplies |
|---|----------------|-------------|---|---|-----------------------------------|-------------|---|---|--------------|-------------|---|---|------------------|-------------|---|---|----------------|-------------|---|---|------------------------|-------------|---|---|-------------------------|
| | | Evaluator 2 | | | Offeror | Evaluator 2 | | | Offeror | Evaluator 2 | | | Offeror | Evaluator 2 | | | Offeror | Evaluator 2 | | | Offeror | Evaluator 2 | | | Offeror |
| | | 1 | 2 | 3 | A | 1 | 2 | 3 | B | 1 | 2 | 3 | C | 1 | 2 | 3 | D | 1 | 2 | 3 | E | 1 | 2 | 3 | F |
| Total Proposed Price | 40% | 3 | 4 | 4 | 1.47 | 3 | 3 | 4 | 1.33 | 3 | 3 | 3 | 1.20 | 5 | 5 | 5 | 2.00 | 2 | 1 | 3 | 0.80 | 1 | 0 | 0 | 0.13 |
| Qualifications /Experience & References | 10% | 3 | 3 | 4 | 0.33 | 2 | 4 | 3 | 0.30 | 4 | 4 | 4 | 0.40 | 4 | 4 | 5 | 0.43 | 2 | 1 | 3 | 0.20 | 0 | 0 | 0 | 0.00 |
| Proposed Products & Services | 20% | 3 | 3 | 3 | 0.60 | 2 | 3 | 3 | 0.53 | 4 | 4 | 4 | 0.80 | 5 | 5 | 5 | 1.00 | 2 | 2 | 3 | 0.47 | 0 | 0 | 0 | 0.00 |
| Technical Support & Warranty | 30% | 3 | 3 | 5 | 1.10 | 3 | 4 | 3 | 1.00 | 3 | 4 | 3 | 1.00 | 3 | 5 | 5 | 0.78 | 2 | 2 | 3 | 0.70 | 0 | 0 | 0 | 0.00 |
| Highest Possible Final Score: | 5 | | | | 3.50 | | | | 3.17 | | | | 3.40 | | | | 4.21 | | | | 2.17 | | | | 0.13 |

2

4

3

1

5

6



Prepared For:

McKinney, City of

August 12, 2015

Thank you for giving Dell Financial Services L.L.C. ("DFS") the opportunity to provide a technology financing solution. Enclosed is a financing proposal for your new technology needs. We look forward to discussing this opportunity in further detail with you. If you have any questions, please contact me at the phone number or email address below.

| Term | 36 |
|----------------|---------|
| Option | FMV |
| Payments: | Annual |
| Consolidation: | Monthly |
| Payments Due: | Advance |
| Interim Rent: | None |

| Dell Quote Number | Summary Product Description | Product Price | Quantity | Extended Price | Rate Factor | 3 Payments |
|-------------------|-----------------------------------|---------------|----------|-----------------------|-------------|---------------------|
| 709761310 | Dell Latitude E5450/5450 | \$819.74 | 165 | \$135,257.10 | 0.28749 | \$38,885.06 |
| 709758216 | Dell Mobile Precision | \$1,123.73 | 70 | \$78,661.10 | 0.28749 | \$22,614.28 |
| 709758933 | Dell Precision T1700 | \$865.42 | 75 | \$64,906.50 | 0.28749 | \$18,659.97 |
| 709762433 | OptiPlex 9030 | \$771.31 | 450 | \$347,089.50 | 0.28749 | \$99,784.76 |
| 709760375 | Latitude 12 | \$2,778.18 | 210 | \$583,417.80 | 0.28749 | \$167,726.78 |
| 709761623 | Dell Latitude E7250/7250 | \$1,023.97 | 15 | \$15,359.55 | 0.28749 | \$4,415.72 |
| | Accessories | | | | | |
| 709291610 | 24" Monitor | \$145.00 | 550 | \$79,750.00 | 0.32000 | \$25,520.00 |
| 709291855 | 27" Monitor | \$215.00 | 25 | \$5,375.00 | 0.32000 | \$1,720.00 |
| 709227556 | EPort Docking Station | \$92.40 | 260 | \$24,024.00 | 0.32750 | \$7,867.86 |
| 709226105 | In-Car Docking Station | \$435.28 | 135 | \$58,762.80 | 0.32750 | \$19,244.82 |
| 709227756 | DVD External Drive | \$27.00 | 175 | \$4,725.00 | 0.32750 | \$1,547.44 |
| 709226802 | Power Supply for Rugged | \$109.13 | 135 | \$14,732.55 | 0.32750 | \$4,824.91 |
| 709226675 | Keyboard and Mouse | \$11.60 | 175 | \$2,030.00 | 0.32750 | \$664.83 |
| 709651030 | Utility The Rocket Vehicle Router | \$939.84 | 135 | \$126,878.40 | 0.32750 | \$41,552.68 |
| 709651400 | REMOTE CONFIGURATION MGMT | \$43.12 | 135 | \$5,821.20 | 0.35006 | \$2,037.77 |
| 709651517 | NFS NMEA FORWARDING SVC | \$78.32 | 135 | \$10,573.20 | 0.35006 | \$3,701.25 |
| 709651638 | DESIGN CONFIG PROJ | \$1,195.92 | 10 | \$11,959.20 | 0.35006 | \$4,186.44 |
| N/A | Asset Lease Return | \$70.00 | 450 | \$31,500.00 | 0.35006 | \$11,026.89 |
| N/A | Data Protection | \$20.00 | 985 | \$19,700.00 | 0.35006 | \$6,896.18 |
| TOTALS | | | | \$1,620,522.90 | | \$482,877.63 |

Proposal Expiration Date:

September 11, 2015

PLEASE NOTE:

Personal Property Taxes (PPT) will apply to this lease.

Leasing and financing provided by Dell Financial Services L.L.C. or its affiliate or designee ("DFS") to qualified customers. Offers may not be available or may vary in certain countries. Where available, offers may be changed without notice and are subject to product availability, credit approval, execution of documentation provided by and acceptable to DFS, and may be subject to minimum transaction size. Offers not available for personal, family or household use. Dell and the Dell logo are trademarks of Dell Inc. Proposal is property of DFS, contains confidential information and shall not be duplicated or disclosed in whole or part. Proposal is not a firm offer of financing. Pricing and rates based upon the final amount, configuration and specification of the supplied equipment, software, services or fees. Prorata payment may be due in the first payment cycle. Proposal excludes additional costs to customer such as shipping, maintenance, filing fees, applicable taxes, insurance and similar items. Proposal valid through the expiration date shown above, or if none is specified, for 30 calendar days from date of presentation.

End of Term Options:

Fair Market Value (FMV) Lease:

- Exercise the option to purchase the products at the then fair market value.
- Return all products to lessor at the lessee's expense.
- Renew the lease on a month to month or fixed term basis.

Caren Wright

FSR

Dell | Financial Services

office + 512-728-6628

caren_wright@dell.com

Additional Information:

LEASE QUOTE: The Lease Quote is exclusive of shipping costs, maintenance fees, filing fees, licensing fees, property or use taxes, insurance premiums and similar items which shall be for Lessee's account. Lessee will pay payments and all other amounts without set-off, abatement or reduction for any reason whatsoever. Additionally, Lessee shall declare and pay all sales, use and personal property taxes to the appropriate taxing authorities. **If you are sales tax exempt, please provide a copy of your Exemption Certificate with the Lease Contract.** If Lessee provides the appropriate tax exemption certificates to DFS, sales and use taxes will not be collected by DFS. However, if your taxing authority assesses a **personal property tax** on leased equipment, and if DFS pays that tax under your lease structure, **Lessee must reimburse DFS for that tax expense in connection with the Lessee's lease.**

PURCHASE ORDER: The Purchase Order must be made out to Dell Financial Services L.L.C., One Dell Way, RR8-23, Round Rock, TX 78682. The Purchase Order will need to include the quote number, quantity and description of the equipment. Please be sure to indicate that the PO is for a lease order and shows the type of lease, the term length, and payment frequency. The date of the lease quote referenced should be included. Please be sure to include any applicable shipping costs as a line item and include your address as the SHIP TO destination.

INSURANCE: The risk of loss on the equipment is borne solely by the Lessee. Lessee shall be required to purchase and maintain during the Term (i) comprehensive public liability insurance naming Lessor as additional insured; and (ii) "all-risk" physical damage insurance in a minimum amount of the Purchase Price, naming DFS as first loss payee.

APPROPRIATION COVENANT: The Lease will contain an appropriation of funds clause. The Lessee will covenant that it shall do all things legally within its power to obtain and maintain funds from which the payments may be paid.

DOCUMENTATION: In addition to a duly executed Agreement, other documents as reasonably requested by DFS may be required, such as but not limited to, opinions of counsel, IRS tax exemption forms (if applicable), and audited financials.

PROPOSAL VALIDITY / APPROVALS: This is a proposal based upon market conditions and is valid for 30 days, is subject to final credit approval, review of the economics of the transaction, and execution of mutually acceptable documentation.

| | Dell | | | | | | | | | |
|--------------------------------|----------------------------|-----|-------------|----------------------------|------------------------------|-----------------------|---------------------|-----------------------|---|---|
| | Description | Qty | Unit Price | Original Lease Rate Factor | Negotiated Lease Rate Factor | If Purchased Outright | Proposed Lease Rate | Negotiated Lease Rate | Difference Purchase/Lease-Proposed Rate | Difference Purchase/Lease-Negotiated Rate |
| All In One | Dell OptiPlex 9030 | 450 | \$ 771.31 | 0.30000 | 0.28749 | \$ 347,089.50 | \$ 312,380.55 | \$ 299,354.28 | \$ (34,708.95) | \$ (47,735.22) |
| Power User | Dell T1700 Precision | 75 | \$ 865.42 | 0.30000 | 0.28749 | \$ 64,906.50 | \$ 58,415.85 | \$ 55,979.91 | \$ (6,490.65) | \$ (8,926.59) |
| Lightweight Exec Laptop | Dell Latitude 12" | 15 | \$ 1,023.97 | 0.30000 | 0.28749 | \$ 15,359.55 | \$ 13,823.60 | \$ 13,247.15 | \$ (1,535.96) | \$ (2,112.40) |
| Lightweight Exec Laptop Opt | Dell Latitude 14" Optional | 0 | \$ 1,071.08 | 0.30000 | 0.28749 | \$ - | \$ - | \$ - | \$ - | \$ - |
| Power User Laptop | Dell M2800 Precision | 70 | \$ 1,123.73 | 0.30000 | 0.28749 | \$ 78,661.10 | \$ 70,794.99 | \$ 67,842.84 | \$ (7,866.11) | \$ (10,818.26) |
| Standard Laptop | Dell Latitude E5450 | 165 | \$ 819.74 | 0.30000 | 0.28749 | \$ 135,257.10 | \$ 121,731.39 | \$ 116,655.19 | \$ (13,525.71) | \$ (18,601.91) |
| PD/Fire | Dell Latitude Rugged 12RE | 210 | \$ 2,778.18 | 0.30000 | 0.28749 | \$ 583,417.80 | \$ 525,076.02 | \$ 503,180.35 | \$ (58,341.78) | \$ (80,237.45) |
| Monitor | | | | | | | | | | |
| 24" | DellP2414H | 550 | \$ 145.00 | 0.32172 | 0.32 | \$ 79,750.00 | \$ 76,971.51 | \$ 76,560.00 | \$ (2,778.49) | \$ (3,190.00) |
| 27" | DellP2714H | 25 | \$ 215.00 | 0.32172 | 0.32 | \$ 5,375.00 | \$ 5,187.74 | \$ 5,160.00 | \$ (187.26) | \$ (215.00) |
| Assesories | | | | | | | | | | |
| EPort Docking Station | | 260 | \$92.40 | 0.33129 | 0.3275 | \$24,024.00 | \$ 23,876.73 | \$ 23,603.58 | \$ (147.27) | \$ (420.42) |
| In-Car Docking Station | | 135 | \$435.28 | 0.33129 | 0.3275 | \$58,762.80 | \$ 58,402.58 | \$ 57,734.45 | \$ (360.22) | \$ (1,028.35) |
| DVD External Drive | | 175 | \$27.00 | 0.33129 | 0.3275 | \$4,725.00 | \$ 4,696.04 | \$ 4,642.31 | \$ (28.96) | \$ (82.69) |
| Power Supply for Rugged | | 135 | \$109.13 | 0.33129 | 0.3275 | \$14,732.55 | \$ 14,642.24 | \$ 14,474.73 | \$ (90.31) | \$ (257.82) |
| Keyboard and Mouse | | 175 | \$11.60 | 0.33129 | 0.3275 | \$2,030.00 | \$ 2,017.56 | \$ 1,994.48 | \$ (12.44) | \$ (35.52) |
| Utility The Rocket | | 135 | \$939.84 | 0.33129 | 0.3275 | \$126,878.40 | \$ 126,100.64 | \$ 124,658.03 | \$ (777.76) | \$ (2,220.37) |
| Remote Config Mgmt | | 135 | \$43.12 | 0.35436 | 0.35006 | \$5,821.20 | \$ 6,188.40 | \$ 6,113.31 | \$ 367.20 | \$ 292.11 |
| NFS NMEA Forwarding Svc | | 135 | \$78.32 | 0.35436 | 0.35006 | \$10,573.20 | \$ 11,240.16 | \$ 11,103.76 | \$ 666.96 | \$ 530.56 |
| Design Config PM | Days | 10 | \$1,195.92 | 0.35436 | 0.35006 | \$11,959.20 | \$ 12,713.59 | \$ 12,559.31 | \$ 754.39 | \$ 600.11 |
| Degausing first 250GB Included | | 0 | \$0.00 | 0.00000 | 0 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| Degausing over 250 GB | | 450 | \$70.00 | 0.30000 | 0.35006 | \$31,500.00 | \$ 28,350.00 | \$ 33,080.67 | \$ (3,150.00) | \$ 1,580.67 |
| Dell Data Protection | ** Optional | 985 | \$20.00 | 0.35436 | 0.35006 | \$19,700.00 | \$ 20,942.68 | \$ 20,688.55 | \$ 1,242.68 | \$ 988.55 |
| Totals | | | | | | \$ 1,620,522.90 | \$ 1,493,552.24 | \$ 1,448,632.90 | \$ 126,970.66 | \$ 171,890.00 |

Note

* Indicates More Cost Effective to Purchase

** First year Free, Then \$10 per year

| Lease Amount Proposed Rate/Year | Lease Amount Negotiated Rate/Year | Savings from Negotiation/Year | Total Lease Savings from Negotiation/Contract |
|---------------------------------------|---|----------------------------------|---|
| \$ 104,126.85 | \$ 99,784.76 | \$ 4,342.09 | \$ 13,026.27 |
| \$ 19,471.95 | \$ 18,659.97 | \$ 811.98 | \$ 2,435.94 |
| \$ 4,607.87 | \$ 4,415.72 | \$ 192.15 | \$ 576.44 |
| \$ - | \$ - | \$ - | \$ - |
| \$ 23,598.33 | \$ 22,614.28 | \$ 984.05 | \$ 2,952.15 |
| \$ 40,577.13 | \$ 38,885.06 | \$ 1,692.07 | \$ 5,076.20 |
| \$ 175,025.34 | \$ 167,726.78 | \$ 7,298.56 | \$ 21,895.67 |
| | | | |
| \$ 25,657.17 | \$ 25,520.00 | \$ 137.17 | \$ 411.51 |
| \$ 1,729.25 | \$ 1,720.00 | \$ 9.25 | \$ 27.74 |
| | | | |
| \$7,958.91 | \$7,867.86 | \$ 91.05 | \$ 273.15 |
| \$19,467.53 | \$19,244.82 | \$ 222.71 | \$ 668.13 |
| \$1,565.35 | \$1,547.44 | \$ 17.91 | \$ 53.72 |
| \$4,880.75 | \$4,824.91 | \$ 55.84 | \$ 167.51 |
| \$672.52 | \$664.83 | \$ 7.69 | \$ 23.08 |
| \$42,033.55 | \$41,552.68 | \$ 480.87 | \$ 1,442.61 |
| \$2,062.80 | \$2,037.77 | \$ 25.03 | \$ 75.09 |
| \$3,746.72 | \$3,701.25 | \$ 45.46 | \$ 136.39 |
| \$4,237.86 | \$4,186.44 | \$ 51.42 | \$ 154.27 |
| \$0.00 | \$0.00 | \$ - | \$ - |
| \$9,450.00 | \$11,026.89 | \$ (1,576.89) | \$ (4,730.67) |
| \$6,980.89 | \$6,896.18 | \$ 84.71 | \$ 254.13 |
| \$ 497,850.75 | \$ 482,877.63 | \$ 14,973.12 | \$ 44,919.35 |

CITY OF McKINNEY



REQUEST FOR PROPOSALS COMPUTER REFRESH PLAN

The City of McKinney is soliciting proposals for the herein described services and/or commodities for the purpose defined in this document. By responding to this request, the proposer agrees to perform in accordance with the terms and conditions set forth in this document in the event that the response is selected for contract award.

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LEGAL NOTICE

**City of McKinney, Texas
Advertisement for Proposals**

The City of McKinney is accepting proposals for a Computer Refresh Plan. Specifications for this project may be obtained by registering on our electronic procurement system at <https://mckinney.ionwave.net>.

Proposals will be publicly opened and the proposer's name read aloud in the office of the Purchasing Manager, at the address below, shortly after the specified time for delivery. All proposals must be clearly addressed to the Purchasing Department and include the proposal name and number on the outside of the envelope/package.

Proposal Deliveries: The City of McKinney cannot guarantee, due to internal mail delivery procedures that any proposals sent priority mail will be picked up from the post office by city mail employees and delivered to the Purchasing Department by the closing date and time. It is recommended that proposal deliveries be made either in person or via an alternate delivery method ensuring delivery to the physical address. ***Proposer shall bear full responsibility for ensuring that the proposal is delivered to the specified location by due date and time.*** Late proposals will be considered non-responsive.

Accommodations and modifications for people with disabilities are available upon request. Requests should be made as far in advance as possible, but no less than 48 hours prior to the meeting. Submit requests to contact-adacompliance@mckinneytexas.org or to Samantha Frison, ADA Coordinator, 972-547-2694.

| | |
|---------------------|---|
| PROPOSAL NAME: | Computer Refresh Plan |
| PROPOSAL NO.: | 15-58RFP |
| DUE DATE/TIME: | 2:00 p.m., June 11, 2015 |
| MAIL OR DELIVER TO: | City of McKinney Purchasing Department PO Box 517 1550D South College McKinney, Texas 75069 |

The City reserves the right to reject any and all proposals and to waive any informality in proposals received, deemed to be in the best interest of the City. No officer or employee of the City of McKinney shall have a financial interest, direct or indirect, in any contract with the City of McKinney.

TO APPEAR IN THE MCKINNEY COURIER GAZETTE IN THE FOLLOWING EDITIONS:

First Publication: May 24, 2015

Second Publication: May 31, 2015

LEASE TERMS AND CONDITIONS

ORDER OF PRECEDENCE: In cases of conflict between specific provisions in this Request for Proposals, the order of precedence shall be (1) Lease Terms and Conditions, (2) Technical Specifications and (3) Proposer's lease agreement terms and conditions to the extent they do not materially change the terms and conditions of this agreement.

- A. **LEASE PRICES** – Lease prices shall remain firm throughout the lease period selected by the Lessee. Lease agreements shall be effective on the first day following the executed Certificate of Acceptance. No interim rent, lease payment or interim term may be charged under any circumstances. The date of acceptance is that date listed on the Certificate of Acceptance Form included after equipment has been installed. Leases shall only be executed under this Agreement if the Proposer is the Lessor.
 - a) The term of any lease shall be established as a consecutive thirty-six (36) month term, and shall be stated in the City's Notice of Award.
- B. **EXPIRATION OF LEASE** – Lease agreements shall expire upon completion of the specified lease period and shall not be automatically renewed for a new lease period. No termination notice shall be required by either party at end of lease. All equipment leased under each lease agreement shall be removed from Agency's location within thirty (30) business days after expiration of lease at Proposer's expense. All equipment removal shall be coordinated with the City.
- C. **STANDARD LEASE AGREEMENT** – Proposer may submit a standard lease agreement for the City's consideration and evaluation.
- D. **TERM OF LEASE CONTRACT** – The Notice of Award will establish a lease with a term of 36 months from the Acceptance Date. The City of McKinney may, at its sole option and discretion, renew a lease for not more than one (1) additional term upon written notice to Proposer, with any renewal beginning upon the anniversary date of the lease. Exercise of the renewal option shall be made, if at all, by the City of McKinney not less than thirty (30) days prior to the end of the Contract term. The renewal period will be under the same terms and conditions as this Contract.
- E. **TERMINATION OF LEASE** –
 - a) **Lease termination for convenience** – The lease agreement may be canceled at any time during the lease period by the Lessee. A thirty (30) day cancellation notice will be required of the Lessee in writing. Upon cancellation of a lease agreement by the Lessee without cause, the equipment will be returned to the Lessor with transportation at the Lessee's expense (including removal charges, if applicable). This Contract may be terminated with thirty (30) days written notice to the Vendor if the organizational activity within the City using the equipment is discontinued or disestablished.
 - b) **Lease Cancellation Due To Non-Performance** – The lease contract may be cancelled at any time during the lease period for Proposer or equipment non-performance or failure to meet the requirements outlined in this RFP. If the Lessee requests removal of leased equipment, Lessor will cancel the lease effective immediately with no additional payments due from the City.

Equipment will be removed from Lessee site within thirty (30) days of such written notice at no cost to the Lessee.

c) Contract Conversion – After having served a 30 day written notification of termination to the Vendor, the City of McKinney shall have the right to lease the equipment on a month-to-month basis at the Proposer's then current commercial rates.

d) Expiration of Lease Term – Any lease shall terminate upon expiration of the contract term unless earlier renewed as permitted herein.

F. AMOUNT AND TIME OF PAYMENT — All payments due under this Contract are solely the responsibility of the City of McKinney. Lease charges will be invoiced in advance as of the first of each month or quarter as agreed by the City. When a machine or model changes, or feature is installed for a part of a calendar month, the lease charges will be prorated on the basis of a 30-day month. Payment will be made within 30 days after the date of a correct invoice. All other charges due hereunder are payable as specified in the invoice.

G. PRICING – Proposers shall submit Price Sheets as provided in the solicitation. These Price Sheets provide a method for offering pricing for the base equipment for each specified Type and Class of machine. Proposers are not required to submit offers on all types of equipment listed, but shall submit pricing for the cost of a 36 month lease agreement for each type of equipment offered.

H. PRICE PROTECTION PERIOD – The lease rates for leased machines or equipment shall not increase during the initial term; except as may be agreed.

Any rate reductions which might be generally available during the contract period on the part of the Proposer to other state and local government Agencies will be passed on to the City of McKinney, when effective, at any time during the contract period.

Price increases subsequent to the initial lease term may be allowed, subject to the following:

a) Notification must be submitted in writing and approved by the Purchasing Department no later than 30 days prior to the effective date of increase.

I. EQUIPMENT RETURN – The Proposer shall be responsible for all standard delivery and removal charges.

J. PURCHASE OPTION – At the end of the lease term, if not in default, the City may purchase the equipment “as is, without any warranty as to condition or value” for the purchase price then established. Each piece of equipment offered in response to this solicitation shall be available for purchase and lease.

- K. TITLE – Proposer shall retain all right, title and interest in the equipment and integrated or installed software during the term of the lease; provided, however, that Vendor shall not pledge said property as security for any third party, suffer any lien or attachment of said property, nor otherwise encumber the property in any manner that may compromise the City's use of said property. Title to the equipment will be conveyed to the City effective upon City's exercise of any available purchase option and payment therefor.
- L. RISK OF LOSS OR DAMAGE – Risk of loss or damage shall remain with the Proposer for the duration of this contract. The Lessee shall be relieved from property risks including: loss or damage to all leased Item(s) during the periods of transportation, installation, and the Lease Term except when loss or damage is due to the negligent acts of the Lessee. It is the responsibility of the Vendor to insure all equipment.
 - a. WARRANTY– Proposer shall fully warrant all equipment items furnished from this solicitation against defects in materials and workmanship for a minimum period of three (3) years from date the equipment is accepted by the Agency. Acceptance is defined as when the product is installed and the product is in good working order, made operational in accordance with standard specifications and the acceptance letter is signed and dated. The 3 year warranty shall be on-site, parts and labor, next business day support and included in the product purchase price. The warranty shall cover material, labor and transportation charges, if any. Warranty for software includes any upgrades thereto during the warranty period. Warranties of less than three (3) years will not be accepted or considered and may render a Proposer non-responsive. The City shall have the obligation to notify Proposer, in writing thirty calendar days following installation of any Deliverable described in the Contract if it is not acceptable.
 - b. All products must operate in accordance with the manufacturer's standard specifications and documentation. Should any defects in workmanship or materials, appear during the warranty period, the Vendor shall repair or replace such items immediately upon receipt of notice from the City at no additional expense.

GENERAL CONDITIONS OF BIDDING AND TERMS OF CONTRACT

By execution of this document, the proposer accepts all general and special conditions of the contract as outlined below and in the specifications and plans.

I. BIDDING

- A. PROPOSALS – All proposals must be submitted with one (1) original and five (5) copies of all documents in a sealed envelope(s) plus an electronic copy on CD, DVD or USB in PDF format.
- B. AUTHORIZED SIGNATURES – The proposal must be executed personally by the proposer or duly authorized partner of the partnership or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the proposer shall accompany the proposal to become a valid offer.
- C. LATE PROPOSALS – Proposals must be in the office of the City Purchasing Manager before or at the specified time and date proposals are due. Proposals received in the office of the Purchasing Manager after the submission deadline shall be rejected as non-responsive proposals.
- D. WITHDRAWAL OF PROPOSALS PRIOR TO OPENING – A proposal may be withdrawn before the opening date by submitting a written request for its withdrawal to the City Purchasing Manager.
- E. WITHDRAWAL OF PROPOSALS AFTER OPENING – A proposal may not be withdrawn or cancelled by the proposer for a period of ninety (90) days following the date and time designated for the receipt of proposals unless otherwise stated in the request for proposals and/or specifications.
- F. PROPOSAL AMOUNTS – Proposals should show net prices, extensions and net total where applicable. In case of conflict between unit price and extension, the unit price will govern.
- G. BEST PRICING OFFER – During the Contract term, if the City becomes aware of better pricing offered by the Proposer for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the City the price under the Contract shall be immediately reduced to the lower price.
- H. TAX EXEMPT STATUS – The City is exempt from federal excise tax and state sales tax. Unless specifications specifically indicate otherwise, the price proposal must be net exclusive of above-mentioned taxes and will be so construed. Therefore, the proposal price shall not include taxes.

- I. AWARDS – The City reserves the right to be the sole judge as to whether such items proposed will serve the purpose intended. The City reserves the right to accept or reject in part or in whole any proposal submitted, and to waive any technicalities or informalities for the best interest of the City. Award of contract shall be made to the most responsible, responsive proposer whose negotiated best and final offer is determined to be the best value offer, taking into consideration the relative importance of price and other factors set forth in the Request For Proposals.
- J. SILENCE OF SPECIFICATIONS FOR COMPLETE UNITS – All materials, equipment and/or parts that will become a portion of the completed work including items not specifically stated herein but necessary to render the service(s) complete and operational per the specifications are to be included in the proposal price. Proposer may be required to furnish evidence that the product or service, as proposed, will meet or exceed these requirements.
- K. ADDENDA - Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight hours prior to opening. Addenda will be distributed to all known recipients of proposal documents. Proposers shall acknowledge receipt of all addenda with submission of proposal.
- L. GENERAL BID BOND/SURETY REQUIREMENTS – Failure to furnish bid bond/surety, if requested, will result in proposal being declared non-responsive. Non-responsive proposals will not be considered for award.
- M. GENERAL INSURANCE REQUIREMENTS – Failure to furnish Affidavit of Insurance if, insurance coverage is required in these specifications, will result in proposal being declared non-responsive. Non-responsive proposals will not be considered for award.
- N. RESPONSIVENESS – A responsive proposal shall substantially conform to, or exceed, the minimum requirements of this Request for Proposal. Offers containing any clause that would limit contracting authority shall be considered non-responsive. Example of proposals that would limit contracting authority is one made contingent upon award of other offers currently under consideration.
- O. RESPONSIBLE STANDING OF PROPOSER – To be considered for award, proposer must at least: have the ability to obtain adequate financial resources; be able to comply with required or proposed delivery/completion schedule; have a satisfactory record of performance; have a satisfactory record of integrity and ethics; be otherwise qualified and eligible to receive award.
- P. PROPRIETARY DATA – Proposer may, by written request, indicate as confidential any portion(s) of a proposal that contain proprietary information, including manufacturing and/or design processes exclusive to the proposer. The City of McKinney will protect from public disclosure such portions of a proposal unless directed otherwise by legal authority including existing Open Records Acts.

- Q. PUBLIC OPENING – Proposers are invited to be present for acknowledgement of proposals. Proposals duly received will be publicly acknowledged at an official public opening in such a manner so as to avoid disclosure of the contents to competing proposers through the negotiation process. After the official public opening, a period of not less than one week is necessary to evaluate proposals. The amount of time necessary for proposal evaluation may vary and is determined solely by the City. Following City Council action to award or reject, all proposals submitted are available for public review.

II. PERFORMANCE

- A. DESIGN, STRENGTH, AND QUALITY – Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices.
- B. AGE AND MANUFACTURE – All tangible goods being proposed must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.
- C. DELIVERY LOCATION – All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise authorized by the Purchasing Manager or designee.
- D. DELIVERY SCHEDULE – Delivery may be an important consideration in the evaluation of the proposal. The maximum number of days necessary for delivery ARO shall be stated in the proposal.
- E. DELIVERY CHARGES – All delivery and freight charges, F.O.B. destination shown on purchase order, as necessary to perform contract are to be included in the proposed price.
- F. INSTALLATION CHARGES – All charges for installation and set-up shall be included in the proposed price. Unless otherwise stated, at minimum, basic installation and set-up will be required.
- G. OPERATING INSTRUCTIONS AND TRAINING – Clear and concise operating instructions and descriptive literature will be provided in English if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of the City. Instructions and training shall be at no additional cost to the City.
- H. STORAGE – Proposer agrees to provide storage of custom ordered materials, if requested, not to exceed 30 calendar days.

- I. COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND LOCAL LAWS – Proposals must comply with all federal, state, county and local laws. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinance of the City of McKinney, Collin County, or State of Texas as they may apply, as these laws may now read or as they may hereafter be changed or amended.
- J. PATENTS AND COPYRIGHTS – The successful proposer agrees to protect the City from claims involving infringements of patents and/or copyrights.
- K. SAMPLES, DEMONSTRATIONS AND TESTING – At the City's request and direction, proposer shall provide product samples and/or testing of proposed items. Samples, demonstrations and/or testing may be requested at any point prior to or following award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations and/or testing shall be at the expense of the proposer.
- L. ACCEPTABILITY – All articles enumerated in the proposal shall be subject to inspection by an officer designated for the purpose by the City of McKinney. If found inferior to the quality called for, or not equal in value to the contract specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Manager who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to contract specifications must be replaced at the proposer's expense. Inferior items not retrieved by the proposer within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the City. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the proposer.

III. PURCHASE ORDERS AND PAYMENT

- A. PURCHASE ORDERS – After the contract is awarded by City Council, a purchase order(s) shall be generated by the City Purchasing Manager to the successful proposer. The purchase order number must appear on all itemized invoices and packing slips. The City will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.
- B. INVOICES – All invoices shall reference the Purchase Order number. Invoices shall provide a detailed description for each item invoiced. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by seller and the purchasing department.

- C. FUNDING – The City of McKinney is operated and funded on an October 1 to September 30 basis; accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available.

IV. CONTRACT

- A. CONTRACT DEFINITION – The General Conditions of Bidding and Terms of Contract, Specifications, Proposal, Addenda, Negotiated Changes and any other documents made a part of this proposal shall constitute the complete proposal. This proposal, when accepted by the City, shall constitute a contract equally binding between the successful proposer and the City of McKinney.
- B. CONTRACT AGREEMENT – Once a contract is awarded, agreed upon prices shall remain firm for the term of the contract. Contract shall commence on date of award and continue for a 36 month lease.
- C. CHANGE ORDER – No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of the City. No change order will be binding unless signed by an authorized representative of the City and the proposer.
- D. NEGOTIATION – The City of McKinney may elect to negotiate a contract with the selected proposer(s). Any and all verbal communications and/or commitments made during the negotiation process that are deemed agreeable to both the City and selected proposer shall be submitted in written form and made part of the resulting contract. Although the City of McKinney reserves the right to negotiate, contract award may be made on the basis of initial proposals received without discussions. Therefore, initial proposals will contain the proposer's best terms.
- E. PRICE REDETERMINATION – A price redetermination may be considered by the City of McKinney only at the anniversary dates of multiple year contracts. Request for price redetermination shall be in written form and include written documentation from third party source of increase, substantiating cost increase. City of McKinney reserves the right to approve or disapprove any request as it deems to be in the best interest of the City. A proposer's history of honoring contracts at the awarded price will be an important consideration in evaluating lowest and best value proposal.
- F. TERMINATION FOR DEFAULT – The City of McKinney reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the proposer fails to perform to the terms of specifications or fails to comply with the terms of this contract. Breach of contract or default authorizes the City to award to another proposer, purchase elsewhere and charge the full increase in cost and handling to the defaulting party.

- G. **TRANSITIONAL PERIOD** – Upon normal completion of this contract, not to include termination for default, and in the event that no new contract has been awarded by the original expiration date of the existing contract including any extension thereof, it shall be incumbent upon the Proposer to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the original expiration date of the existing contract and any extension thereof.
- H. **INVALID, ILLEGAL, OR UNENFORCEABLE PROVISIONS** – In case any one or more of the provisions contained in the Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not effect any other provision thereof and this contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained herein.
- I. **INJURIES OR DAMAGES RESULTING FROM NEGLIGENCE** – Successful proposer shall defend, indemnify and save harmless the City of McKinney and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from award. Successful proposer shall pay any judgment with cost which may be obtained against the City of McKinney growing out of such injury or damages.
- J. **INTEREST BY PUBLIC OFFICIALS** – No public official shall have interest in this contract, in accordance with Texas local government code.
- K. **DISCLOSURE OF CERTAIN RELATIONSHIPS** – Chapter 176 of the Texas Local Government Code requires that any proposer or person considering doing business with the City of McKinney disclose in the Questionnaire Form CIQ, the proposer or person's affiliation or business relationship that may cause a conflict of interest with the City of McKinney. By law, this questionnaire must be filed with the City Secretary, City of McKinney, PO Box 517, McKinney, Texas 75070, not later than the seventh business day after the date the person becomes aware of facts that require the statement to be filed. Go to www.mckinneytexas.org to view Section 176, Local Government Code and for Questionnaire CIQ. A person commits a Class C misdemeanor offense if the person violates Section 176.006, Local Government Code. By submitting a response to this request, bidder represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.
- L. **WARRANTY** – The successful proposer shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

- M. UNIFORM COMMERCIAL CODE – The successful proposer and the City of McKinney agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- N. VENUE — This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Collin, Texas.
- O. SALE, ASSIGNMENT, OR TRANSFER OF CONTRACT – The successful proposer shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of the City of McKinney.
- P. SILENCE OF SPECIFICATIONS – The apparent silence of specifications as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
- Q. CONTRACT TERMINATION – The City reserves the right to cancel and terminate this contract, without cause, upon thirty (30) days written notice to the other party.

INSURANCE REQUIREMENTS

- A. Before commencing work, the consultant shall, at its own expense, procure, pay for and maintain 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:

15-58RFP Computer Refresh Plan
City of McKinney
c/o EBIX BPO
P O Box 257
Portland, MI 48875-0257
Or you may email to:
certsonly-portland@ebix.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.

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.

INTRODUCTION / INFORMATION

PURPOSE

The City of McKinney is implementing a Computer Refresh Plan in 2015 that will replace most of the existing desktops, laptops, monitors, and public safety endpoints; and establish an ongoing three-year refresh cycle.

The three-year refresh cycle is a tool to help enhance productivity, provide cost efficiencies in procurement, support and budgeting, and provide greater security.

It is the City of McKinney's intent to establish a thirty-six (36) month lease for the equipment listed in this RFP.

Proposer shall offer the following Lease Period:

- 3-Year Lease: A consecutive thirty-six (36) month equipment lease, which shall expire at the end of the thirty-six (36) month period. No termination notice shall be required by either party at end of lease.

ABOUT MCKINNEY

As one of the fastest-growing cities in the U.S., McKinney has a current population of more than 155,000. Incorporated in 1848, the city is located 30 miles north of Dallas and is the county seat of Collin County. McKinney offers rolling hills, lush trees, a historic downtown square and unique neighborhoods and developments. The city was ranked as the #1 Best Places to Live by Money Magazine in 2014. For more information about the City of McKinney please visit www.mckinneytexas.org.

PROJECT GOALS

1. Work with the successful proposer to roll out new endpoints, set up and configuration, troubleshooting, removal of old endpoints and peripherals, and disposal as the City chooses.
2. Work with the successful proposer to maximize the City of McKinney customer satisfaction.
3. Offer RFID Asset Tagging.

SCOPE OF SERVICES

PROJECT DESCRIPTION - Manufacturers and resellers are invited to respond to this Request for Proposal (RFP) for "business class" Computer Refresh Plan. The purpose of this RFP is to select a proposer with proven capability, skills, and experience to manage the rollout as outlined in Section I (Specifications and Requirements), in a cost effective manner to the City of McKinney.

Proposed solutions shall take into consideration that they will be using Microsoft Windows 8.1.1 image provided by the City. Other considerations to consider in the process are:

- Complete leasing options and rates;

- Credentialing to certify internal staff on bios, hardware, RMA, and replacement;
- Same/next day parts and service;
- Delivering the equipment to the desktop;
- Un-assembling of old equipment;
- Packaging old equipment;
- Unpacking new equipment;
- Setting up new equipment;
- Assisting with domain joining;
- Removing old equipment and transport to storage;
- Removing hard drives;
- Degaussing hard drives;
- Reinstalling degaussed hard drives;
- Packaging for shipment;
- Coordination of shipment;
- Shipping back to leaseholders destination of choice.

The proposer should offer integrated, cross-functional, non-proprietary software tools, to ensure low deployment failure rates, raised service levels, and standard hardware platforms. The proposer should also adhere to open standards and best practice capabilities where applicable.

The City of McKinney's aim is to improve on existing best practices for deployment and support. The City of McKinney will work with the successful proposer to understand and accurately capture cost reductions through improved management processes and technologies.

Section 1 – Specifications and Requirements

1.0 Background Information

The City of McKinney Information Services Section supports approximately 1000 Intel based desktops, notebooks, and tablets at its various offices within the City.

The estimated refresh quantities for fiscal year 2015 are approximately 1000 endpoints and 500 monitors. Quantities indicated are *estimated quantities only* and are not a commitment to lease. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Proposer should note that the estimate refresh quantity is our current estimate made in good faith. Actual number of units may increase or decrease depending on the City of McKinney's business requirements or strategic initiatives.

In addition, the City of McKinney will require monitors for most of the requested endpoints. Please ensure prices proposed for leasing accommodates for these services.

The City of McKinney has a current Microsoft Enterprise Agreement with software assurance for Enterprise Operating Systems and endpoint software.

2.0 Desktop PC Requirements

The City of McKinney's minimum hardware requirement exceeds the minimum

requirements set forth by Microsoft for its operating system and takes into consideration performance for the entire lifecycle.

The City of McKinney has several configurations:

- All in One or Mini/Micro Desktop, for the majority of users,
- Standard user Laptops,
- Power User Laptops,
- Power User Desktops,
- Rugged equipment for public safety car mounted, 12 and/or 14 Inch display options
- Rugged equipment for Fire/EMS 12 and/or 14 inch display options

The minimum hardware configurations are as follows:

Desktops

All in One, Micro/Mini Desktop Solution **Count Approx. 450**

- Minimum Requirements
 - **Processor:** 64 bit Intel® Core™ i5 or comparable
 - **Display:** 24" Diagonal Widescreen LED HD+ Anti-Glare Display with optional monitor port
 - **Webcam:** Integrated VGA low-light webcam with two built-in microphones or web cam built into the monitor
 - **Power Supply:** A minimum of 120W 18.5V/6.5A
 - **Energy Star:** Energy Star 5.0 Label
 - **Memory:** 8GB
 - **HDD:** 250GB Hybrid Drive
 - **Optical Drive:** Optional DVD+/-RW Super Multi with Double Layer Drive
 - **Network Card:** Integrated Gigabit
 - **Wireless:** Wireless NIC 802.11b/g/n/x
 - **Proximity Card:** Optional Pricing
 - **City of McKinney image included**
 - **Warranty:** 3-year warranty, parts and labor
 - **Standard Keyboard/Mouse (Not Wireless)**
 - **Audio:** Integrated in AIO or Monitor

Power User Desktop Solution **Count Approx. 75**

- Minimum Requirements
 - **Processor:** Intel® Xeon® Processor E3-1200 v3 or comparable
 - **Video Card:** ATI FirePro V3800 512MB Graphics (equivalent must be AutoCAD® certified) w/ dual monitor capability.
 - **Webcam:** 720P HD Webcam w/ Microphones (third party ok, please add to bundle)
 - **Power Supply:** 90% Efficient Chassis
 - **Energy Star:** Energy Star 5.0 Label
 - **Memory:** 8GB or greater
 - **HDD:** 250GB Hybrid Drive
 - **Optical Drive:** Optional SATA Blu-ray Writer 1st Drive / DVD+/-RW

Super Multi with Double Layer Drive / SATA Blu-ray Writer

- **Network Card:** Integrated Gigabit
- **Wireless:** Wireless NIC 802.11b/g/n/x
- **Proximity Card:** Optional Pricing
- **Doc:** True Docking Station, no emulators
- **City of McKinney image included**
- **Warranty:** 3-year warranty, parts and labor
- **Standard Keyboard/Mouse (Not Wireless)**
- **Audio:** Integrated or Standalone

Laptops

Lightweight Executive Laptop **Count Approx. 15**

- Minimum Requirements
 - **Processor:** 5th Generation Intel® Core™ i5 or greater
 - **Webcam:** Integrated 720P HD Webcam w/ Microphones
 - **Graphics Card:** CAD Certified Graphics Card
 - **Memory:** 8 GB or greater
 - **HDD:** 250 GB Hybrid Drive
 - **Optical Drive:** Optional DVD+/-RW Super Multi with Double Layer Drive
 - **Network Card:** Integrated Gigabit
 - **Wireless:** Wireless NIC 802.11b/g/n/x
 - **Audio:** Integrated
 - **Proximity Card:** Optional Pricing
 - **Docking Station:** True Docking Station, no emulators (Must be able to support multiple displays)
 - **Warranty:** 3-year warranty, parts and labor
 - **Standard Keyboard/Mouse (Not Wireless)**
 - **Case / Mobile Power Pac**
 - **City of McKinney image included**

Power User Laptop **Count Approx. 70**

- Minimum Requirements
 - **Processor:** 5th Generation Intel® Core™ i5 or greater
 - **Webcam:** Integrated 720P HD Webcam w/ Microphones
 - **Graphics Card:** CAD Certified Graphics Card
 - **Memory:** 8 GB or greater
 - **Optical Drive:** Optional DVD+/-RW Super Multi with Double Layer Drive
 - **Audio:** Integrated
 - **Network Card:** Integrated Gigabit
 - **Wireless:** Wireless NIC 802.11b/g/n/x
 - **Proximity Card:** Optional Pricing
 - **Docking Station:** True Docking Station, no emulators (Must be able to support multiple displays)
 - **City of McKinney image included**
 - **Warranty:** 3-year warranty, parts and labor
 - **Standard Keyboard/Mouse (Not Wireless)**
 - **Case / Mobile Power Pack**

Standard Laptop Count Approx. 160

- Minimum Requirements
 - **Processor:** 5th Generation Intel® Core™ i5 or greater
 - **Webcam:** Integrated 720P HD Webcam w/ Microphones
 - **Graphics Card:** CAD Certified Graphics Card
 - **Memory:** 8 GB or greater
 - **Audio:** Integrated
 - **Optical Drive:** Optional DVD+/-RW Super Multi with Double Layer Drive
 - **Network Card:** Integrated Gigabit
 - **Wireless:** Wireless NIC 802.11b/g/n/x
 - **Proximity Card:** Optional Pricing
 - **Docking Station:** True Docking Station, no emulators (Must be able to support multiple displays)
 - **Warranty:** 3-year warranty, parts and labor
 - **Standard Keyboard/Mouse (Not Wireless)**
 - **Case / Mobile Power Pack**
 - **City of McKinney image included**

Police / Fire Mobile (Comparable to Panasonic Pan CF-31) Count Approx. 210

- Minimum Requirements
 - **Processor:** Intel® Core™ i5 or greater
 - **Durability:**
 - MIL-STD-810G certified (3'-6' drop, shock, vibration, dust, altitude, high/low temperature, temperature shock, humidity)
 - Hardened case with handle
 - Shock-mounted flex-connect hard drive with quick-release
 - Pre-installed replaceable privacy screen film
 - **Display:**
 - 12 or 14 inch options
 - Backlit spill-resistant keyboard
 - Interactive touch screen
 - High Definition
 - Anti-reflective and anti-glare screen treatments (can be third party)
 - External video support
 - **Interfaces:**
 - Docking connector Dedicated 100-pin
 - HDMI Type A
 - VGA D-sub 15-pin
 - Headphones/speaker Mini-jack stereo
 - 10/100/1000 Ethernet RJ-45
 - Microphone/line in Mini-jack stereo
 - Serial D-sub 9-pin
 - USB 3.0 (x1), USB 2.0 (x3) 4-pin

- **Webcam:**
 - Minimum 1.3MP webcam and digital mic
- **Memory:** 16GB SDRAM
- **HDD:** Hybrid or Solid State shock-mounted flex-connect hard drive with quick-release
- **Optical Drive:** DVD+/-RW Super Multi with Double Layer Drive
- **Audio:** Integrated or Standalone
- **Network Card:** Integrated Gigabit Ethernet
- **Wireless:**
 - Wireless NIC 802.11b/g/n/x
 - Bluetooth
 - Dual high-gain antenna pass-through
 - Verizon LTE 4G mobile broadband or brick.(similar to the Rocket)
- **Proximity Card:** Optional Pricing
- **Battery:** Long life Li-Ion battery pack
- **Power:** AC Adapter: AC 100V-240V 50/60Hz, auto sensing/switching
- **City of McKinney, Police image included**
- **Warranty:** 3-year warranty, parts and labor
- **Havis Docking Solution with configurable locks**

Monitors

24" Monitor (Shall Meet or Exceed Minimum Specs) **Count Approx. 475**

- **Display Area:** 23.8" (a minimum 20.75" x 11.67")
- **Resolution:** 1920 x 1080 at 60 Hz
- **Aspect:** Wide Screen
- **Power:** A minimum of 18W to Max 36W
- **Display Pixel:** 0.2745mm x 0.2745mm
- **Brightness:** LED 250 cd/m²
- **Viewing Angle:** 178° horizontal; 178° vertical
- **Response Time:** 6 ms gray to gray
- **Input signal:** 1 Video Graphics Array (VGA), 1 HDMI (MHL), 1 Audio In (For VGA), 1 Headphone Jack
- **Tilt and Swivel Angle:** Tilt: -5 to +30°
- **Display Features:** Plug and Play
- **Anti-glare**
- **HD Display Cables**
- **Ability to Mount w/ Brackets / Arm / Pole**
- **Warranty:** 3-year warranty, parts and labor

27" Monitor (Shall Meet or Exceed Minimum Specs) **Count Approx. 25**

- **Display Size:** (Diagonal): 27"
- **Resolution:** 1920 x 1080 at 60 Hz
- **Aspect:** Wide Screen
- **Power:** A minimum of 60W to Max 130W
- **Display Pixel:** 0.2745mm x 0.2745mm

- **Brightness:** LED 250 cd/m²
- **Viewing Angle:** 178° horizontal; 178° vertical
- **Response Time:** 6 ms gray to gray
- **Input signal:** 1 Video Graphics Array (VGA), 1 HDMI (MHL), 1 Audio In (For VGA), 1 Headphone Jack
- **Tilt and Swivel Angle:** Tilt: -5 to +30°
- **Display Features:** Plug and Play
- **Anti-glare**
- **HD Display Cables**
- **Ability to Mount w/ Brackets / Arm / Pole**
- **Warranty:** 3-year warranty, parts and labor

3.0 Service Delivery

Proposer shall state service delivery times for the proposed services upon receipt of order from the City of McKinney.

4.0 Drivers

Devices proposed must come with all drivers necessary for the systems and their components function as designed. These device drivers shall be packaged in such a way that the City can easily import them into Microsoft SCCM for use with remote desktop operating system deployment. A recovery disk does not meet this need.

5.0 Cost

Please provide a current list price for each proposed endpoints to configure, install, remove old equipment, and dispose of packaging and equipment. The City plans to issue a purchase order for this procurement in July 2015.

Due to market conditions, costs can be modified to the benefit of the City of McKinney after the proposer has been awarded the contract.

6.0 Value Added Services

Provide details of any functionality, products, services or upgrades that are not part of the RFP requirement but will be provided at no cost and are of real value to the City of McKinney. For example, supply of help desk managed services, included software, etc.

7.0 Make and Model

Manufacturer's name and model/catalog numbers used are for the purpose of identification and to establish general quality level desired. Such references are not intended to be restrictive and comparable products of other manufacturers will be considered. However, proposers are cautioned that any deviation from specifications must be pointed out in their proposal.

8.0 Product Recall

Vendor assumes full responsibility for prompt notification to the purchasing department in the event a product recall is issued.

EVALUATION CRITERIA

Award of contract shall be made to the most responsible, responsive proposer or whose proposal is determined to be the best value offer resulting from negotiation, taking into consideration the relative importance of price and other factors set forth in the Request for Proposals. The evaluation criteria will be grouped into percentage factors as follows:

- 40% TOTAL PROPOSED PRICE
- 10% QUALIFICATIONS/EXPERIENCE & REFERENCES
- 20% PROPOSED PRODUCT(S) & SERVICE(S)
- 30% TECHNICAL SUPPORT & WARRANTY

The City of McKinney does not obligate itself to accept the lowest cost proposal. The City of McKinney reserves the right to accept or reject any or all proposals, waive irregularities and choose the proposal (or part thereof) which is most advantageous to the City of McKinney.

NEGOTIATIONS -- The City reserves the right to negotiate a contract with the highest evaluated proposer as determined by the review committee. Should negotiations with the highest evaluated proposer not produce an acceptable contract, the City reserves the right to begin negotiations with the second highest evaluated proposer, and so on, until an acceptable contract is negotiated, or to break off negotiations with all firms and not award a contract. The responsibility for the final selection and award of a contract rest solely with the City Council of the City of McKinney. The City shall not be liable to any proposer for costs associated with responding to this RFP, for proposer's participation in any oral interview, or any cost associated with negotiations.

RESPONSE FORMAT

Your written proposal should include the information in the format outlined below and be limited to no more than fifty (50) pages. We recommend you include concise, complete, information about your firm emphasizing why you believe your firm to be uniquely qualified to provide the required products and services. "Short listed" firms, if applicable, may be required to make a formal in-person presentation to the selection committee. A page shall be defined as 8-1/2" x 11", single sided with a minimum font of 10. Required schedules (as defined in Section E) may be provided on 8.5" x 11" or 11" x 17" and attached to your proposal as an exhibit and will not be counted against the page limit.

The proposal is to be divided into tabbed, marked sections and is to include, but not limited to, information for each of the following:

A. FIRM'S QUALIFICATIONS/EXPERIENCE-

FIRM OVERVIEW - Define the overall structure of your firm including:

1. A descriptive background of your company's history;
2. Principal business location and any other service locations;
3. Primary line of business;

4. Length of time you have been selling proposed product(s) and/or providing service(s) described in this document;
5. Number of locations and where proposed product/services are in use.

REFERENCES - Proposer is requested to include at least three (3) references with names, addresses and telephone numbers with whom the firm has done business. References should include projects similar to that described by these specifications.

FINANCIAL STATEMENTS - Proposer is requested to submit recent financial statements with their proposal. Audited financial statements are not mandatory. Unaudited financial statements will be accepted. If proposer's firm does, however, have audited statements; please include a copy with your proposal.

OTHER PROJECTS INVOLVED WITH - Proposer is requested to provide a list of other similar projects that you are currently involved with or will be involved with.

- B. PRICING/FEES – Include Proposal Form with pricing in your proposal.
- C. PROPOSED PRODUCT(S)/SERVICE(S) - Proposer is requested to identify the proposed product(s)/service(s) to include but not limited to all necessary components to render it complete and operational. Please insure your proposal addresses each of the section items below:
 - 3.0 Service Delivery
 - 4.0 Drivers
 - 5.0 Cost
 - 6.0 Value Added Services
- D. SUPPORT/WARRANTY/MAINTENANCE – Proposer shall provide in detail how support, warranty and maintenance will be addressed.
- E. SCHEDULE - Provide a schedule on each phase of the proposed project beginning with program development and ending with the date of operation. The schedule must include all tasks that will require time in the process, such as City review (identify amount of time assumed for each task).
- F. EXCEPTIONS - If exceptions are taken to any of the terms, conditions, or specifications of the proposal document or contract, they must be clearly stated on a separate sheet of paper and returned with your proposal.

INQUIRIES

Requests for information/clarifications regarding this RFP shall be directed in writing to Abri Sterlacci, Contract Administrator by e-mail: asterlac@mckinnetexas.org. The City of McKinney, as it determines necessary for interpretation or clarification, will respond to such questions through addenda.

TIMELINE

The upcoming schedule of events is tentatively scheduled as follows:

- | | |
|--|--------------------|
| • Advertise/Release RFP | May 24, 2015 |
| • Proposal Due Date | June 11, 2015 |
| • Review of Proposals Complete | June 17, 2015 |
| • Recommendation for Award of Contract | July 20, 2015 |
| • Expected Completion Date | September 30, 2015 |

Acknowledgment of Addenda (if any):

| | | | |
|------------|-------|---------------|-------|
| Addendum 1 | _____ | Date Received | _____ |
| Addendum 2 | _____ | Date Received | _____ |
| Addendum 3 | _____ | Date Received | _____ |

PROPOSAL FORM

DESKTOPS

1. All in One Solution

| | Unit Purchase Price | Lease Rate Factor | Monthly Rate Factor | Total Lease Amount |
|--------------------------------|------------------------------------|----------------------------------|------------------------------------|-----------------------------------|
| Estimated annual quantity: 450 | \$_____ | \$_____ | %_____ | \$_____ |

State manufacturer's item no./name for item bid _____

2. Power User

| | Unit Purchase Price | Lease Rate Factor | Monthly Rate Factor | Total Lease Amount |
|-------------------------------|------------------------------------|----------------------------------|------------------------------------|-----------------------------------|
| Estimated annual quantity: 75 | \$_____ | \$_____ | %_____ | \$_____ |

State manufacturer's item no./name for item bid _____

LAPTOPS

1. Lightweight Executive Laptop

| | Unit Purchase Price | Lease Rate Factor | Monthly Rate Factor | Total Lease Amount |
|-------------------------------|------------------------------------|----------------------------------|------------------------------------|-----------------------------------|
| Estimated annual quantity: 15 | \$_____ | \$_____ | %_____ | \$_____ |

State manufacturer's item no./name for item bid _____

2. Power User Laptop

| | Unit Purchase Price | Lease Rate Factor | Monthly Rate Factor | Total Lease Amount |
|-------------------------------|------------------------------------|----------------------------------|------------------------------------|-----------------------------------|
| Estimated annual quantity: 70 | \$_____ | \$_____ | %_____ | \$_____ |

State manufacturer's item no./name for item bid _____

3. Standard Laptop

| | Unit Purchase Price | Lease Rate Factor | Monthly Rate Factor | Total Lease Amount |
|--------------------------------|------------------------------------|----------------------------------|------------------------------------|-----------------------------------|
| Estimated annual quantity: 160 | \$_____ | \$_____ | %_____ | \$_____ |

State manufacturer's item no./name for item bid _____

4. Police / Fire Mobile Computing

| | Unit Purchase Price | Lease Rate Factor | Monthly Rate Factor | Total Lease Amount |
|--------------------------------|------------------------------------|----------------------------------|------------------------------------|-----------------------------------|
| Estimated annual quantity: 210 | \$_____ | \$_____ | %_____ | \$_____ |

State manufacturer's item no./name for item bid _____

MONITORS

1. 24" Monitor

| | Unit Purchase Price | Lease Rate Factor | Monthly Rate Factor | Total Lease Amount |
|--------------------------------|------------------------------------|----------------------------------|------------------------------------|-----------------------------------|
| Estimated annual quantity: 475 | \$_____ | \$_____ | %_____ | \$_____ |

State manufacturer's item no./name for item bid _____

2. 27" Monitor

| | Unit Purchase Price | Lease Rate Factor | Monthly Rate Factor | Total Lease Amount |
|-------------------------------|------------------------------------|----------------------------------|------------------------------------|-----------------------------------|
| Estimated annual quantity: 25 | \$_____ | \$_____ | %_____ | \$_____ |

State manufacturer's item no./name for item bid _____

Delivery of items will be made within _____working days of receipt of purchase order.

PROPOSAL FORM
SIGNATURE PAGE

As permitted under Chapter 791 of the Texas Government Code, other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e. piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. The City of McKinney shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract. Would bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions?

Yes__No__

This proposal shall remain in effect for ninety (90) days from opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if the best and final proposal is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Request for Proposals, General Conditions, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other offeror, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other offeror or to any other person(s) engaged in this type of business prior to the official opening of this proposal. And further, that neither the offeror nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to propose or not to propose thereon.

| | |
|-----------------------------------|---------------------------------|
| _____ Offeror (Entity Name) | _____ Signature |
| _____ Street & Mailing Address | _____ Print Name of Signator |
| _____ City, State and Zip | _____ Title of Signator |
| _____ Telephone No. | _____ Fax No. |
| _____ E-mail Address | _____ Mobile No. |
| _____ Date Signed | |

If not the same as above, indicate the city and state that your principal place of business is located:



Proposal for The City of McKinney

Bid No. 15-58RFP, Computer Refresh Plan

Due Date: Thursday, June 18, 2015 at 2:00 PM





One Dell Way
Round Rock
TX 78682, USA

www.dell.com

June 16, 2015

Abri Sterlacci, Contract Administrator
City of McKinney
1550D South College
McKinney, TX 75069

Dear Ms. Sterlacci,

Thank you for this opportunity to submit a proposal for City of McKinney's forthcoming technology project. We have studied the information provided to us about your business requirements and carefully analyzed your technology needs. The solution recommended for the City has been designed to meet your needs in the most cost effective way without compromising on quality, service or ongoing support.

Dell is helping our customers to bring down the Total Cost of Ownership by simplifying IT. We are committed to providing solutions that will allow the City to reclaim time and cost and increase the productivity of your IT. In addition, we have built environmental consideration into every stage of the Dell product lifecycle including power consumption, helping our customers demonstrate environmentally responsible procurement.

Along with award winning products and services, Dell also offers you a dedicated program account team that is committed to working with you and your procurement needs. This team includes:

- An Account Manager to ensure overall account satisfaction
- System Consultants to provide a seamless deployment experience
- Technical Sales Representatives to facilitate order management
- Customer Service Representatives to provide post-sale support

Dell looks forward to working with you on this project. Should you have any questions regarding this response, please contact me at 512-728-5259 or online at Staci_Mcdonald@dell.com.

Dell's receipt of an Award or Purchase Order for RFP No. 15-58RFP, Computer Refresh Plan and subsequent performance in relation to this response shall be governed by and understood to indicate the City's acceptance of the Dell | Texas Department of Information Resources (DIR) contract #DIR-SDD-1951. Any terms in RFP No. 15-58RFP, Computer Refresh Plan or on a resulting Purchase Order from the City to Dell shall not be applicable.

Additional questions may be directed to your Account Executive, Frankie Ramirez, at 214-274-4221 or online at Frankie_Ramirez@Dell.com.

Sincerely,

A handwritten signature in blue ink that reads "Staci McDonald".

Staci McDonald
Proposal Consultant

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Proposal Form

SIGNATURE PAGE

As permitted under Chapter 791 of the Texas Government Code, other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e. piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. The City of McKinney shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract. Would bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions?

Yes ☐ No ☒

This proposal shall remain in effect for ninety (90) days from opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if the best and final proposal is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Request for Proposals, General Conditions, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other offeror, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other offeror or to any other person(s) engaged in this type of business prior to the official opening of this proposal. And further, that neither the offeror nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to propose or not to propose thereon.

Dell acknowledges receipt of Addendums 1 and 2.

Dell Marketing, L.P.

Offeror (Entity Name)

Staci McDonald

Signature

One Dell Way

Street & Mailing Address

Staci McDonald

Print Name of Signator

Round Rock, Texas 78682

City, State and Zip

Proposal Consultant

Title of Signator

512-728-5259

Telephone No.

512-283-9092

Fax No.



Staci_Mcdonald@dell.com

E-mail Address

Not Applicable

Mobile No.

June 16, 2015

Date Signed

If not the same as above, indicate the city and state that your principal place of business is located:

Dell's receipt of an Award or Purchase Order for RFP No. 15-58RFP, Computer Refresh Plan and subsequent performance in relation to this response shall be governed by and understood to indicate the City's acceptance of the Dell | Texas Department of Information Resources (DIR) contract #DIR-SDD-1951. Any terms in RFP No. 15-58RFP, Computer Refresh Plan or on a resulting Purchase Order from the City to Dell shall not be applicable.

Bid No. 15-58RFP

INQUIRIES

Requests for information/clarifications regarding this RFP shall be directed in writing to Abri Sterlacci, Contract Administrator by e-mail: asterlac@mckinnnetexas.org. The City of McKinney, as it determines necessary for interpretation or clarification, will respond to such questions through addenda.

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| • Recommendation for Award of Contract | July 20, 2015 |
| • Expected Completion Date | September 30, 2015 |

Acknowledgment of Addenda (if any):

| | | | |
|------------|---------------|---------------|---------------------|
| Addendum 1 | <u>Yes</u> | Date Received | <u>June 4, 2015</u> |
| Addendum 2 | <u>Yes</u> | Date Received | <u>June 9, 2015</u> |
| Addendum 3 | <u> </u> | Date Received | <u> </u> |



Executive Summary

Thank you for the opportunity to provide the City of McKinney with a proposal for your computer refresh plan. We have worked diligently to ensure the configurations we are presenting will meet your growing needs. As an extension of our existing business relationship, our goal is to propose a solution that achieves the following:

- Leverage your existing investment in Dell hardware technology.
- Provide additional value-adds to further support McKinney's overall business-driven technology needs.

Below is a summary of the value-added components of the proposal that will be provided, at no additional charge should the city accept Dell's proposal.

- For every 50 all-in-one units purchased, Dell will supply at no additional cost a spare unit to be used at the discretion of the city. **Estimated value is \$16,398**
- For every 50 standard laptops purchased, Dell will supply at no additional cost a spare unit to be used at the discretion of the city. Docking station will be included. **Estimated value is \$6030.**
- For every 50 rugged units purchased, Dell will supply at no additional cost a spare unit to be used at the discretion of the city. **Estimated value is \$27,608.**
- Dell will supply at no additional cost 4 UltraSharp 34" curved monitors to be used at the discretion of the city. **Estimated value is \$4800.**
- For 2015 and 2016, Dell will support TechDirect fees for 2 technicians thereby allowing the city to be reimbursed for qualified repairs performed by trained personnel. **Valued at \$3000.**

In addition to the value adds above, Dell will also provide a free, one year subscription of Dell Data Protection Encryption/AV for each device purchased in 2015. **Suite is valued at \$129 per device.**

- DDPe/AV includes:
 - Authentication:
 - Advanced authentication device support (smartcards, fingerprint)
 - Reset a forgotten Windows password via your smartphone / Single Sign-On
 - Encryption:
 - Encrypt local drives & external media (FIPS 140 Level 2 certification)
 - Support for any Windows & MAC OS - Agentless Android & iOS security
 - BitLocker & SED support - Advanced port controls
 - Comprehensive threat protection:
 - Anti-virus, Anti-spyware, Host firewall, Host Intrusion Prevention
 - Web reputation services and content filtering
 - Simplified Management:
 - Single pane of glass for managing all components
 - Consolidated status and compliance reporting
 - vMware deployment for quick setup and time to compliance



Firm's Qualifications/Experience

Firm Overview

Define the overall structure of your firm including:

1. A descriptive background of your company's history;

Dell Response:

Dell Company History

Dell has over 25 years of experience of manufacturing and installing computer products as well as providing numerous services. The table below summarizes key milestones in our history.

| | |
|------|---|
| 1984 | Michael Dell founds Dell Computer Corporation. |
| 1985 | Company introduces the first computer system of its own design; the Turbo, featuring Intel 8088 processor running at eight megahertz. |
| 1987 | Dell is first computer systems company to offer next-day, on-site product service. International expansion begins with opening of subsidiary in United Kingdom. |
| 1988 | Dell conducts initial public offering of company stock, 3.5 million shares at \$8.50 each. |
| 1990 | Manufacturing center in Limerick, Ireland, opened to serve European, Middle Eastern and African markets. |
| 1991 | Company introduces its first notebook computer. |
| 1992 | Dell included for first time among Fortune 500 roster of world's largest companies. |
| 1993 | Dell joins ranks of the top-five computer system makers worldwide. Subsidiaries in Australia and Japan are company's first entries into Asia-Pacific region. |
| 1995 | \$8.50 shares of Dell stock worth \$100 on pre-split basis. |
| 1996 | Dell opens original Asia-Pacific manufacturing center in Penang, Malaysia. Customers begin buying Dell computers via Internet at www.dell.com . Dell begins major push into network-server market. Company added to Standard & Poor's 500 stock index. |
| 1997 | Dell ships its 10-millionth computer system. Per-share value of common stock reaches \$1,000 on pre-split basis. Dell introduces its first workstation systems. Company sales via Internet exceed \$4 million per day, from \$1 million at the start of the year. |
| 1998 | Company expands manufacturing facilities in the Americas and Europe, and opens a production and customer center in Xiamen, China. Dell introduces its PowerVault storage products. |
| 1999 | Dell opens second major U.S. location in Nashville, Tennessee. Dell opens manufacturing facility in Eldorado do Sul, Brasil to serve Latin America. Dell introduces "e-Support Direct from Dell" online technical support. |



| | |
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| 2000 | <p>Company sales via Internet reach \$50 million per day.</p> <p>For the first time, Dell is No. 1 in worldwide workstation shipments.</p> <p>Dell introduces PowerApp appliance servers.</p> <p>Dell ships its one millionth PowerEdge server.</p> |
| 2001 | <p>For the first time, Dell ranks No. 1 in global market share.</p> <p>Dell is No. 1 in the United States for standard Intel architecture server shipments.</p> <p>Dell introduces PowerConnect network switches.</p> <p>Dell signs 5 year partnership with EMC to offer the Dell EMC storage product range.</p> |
| 2002 | <p>Dell names its Austin Manufacturing Campus the Topfer Manufacturing Center.</p> <p>Dell ships its 2 millionth port in the PowerConnect line of network switches.</p> <p>U.S. consumers choose Dell as their No. 1 computer systems provider.</p> <p>Dell ships its first "blade" server, enters the handheld market with the Axim X5, introduces a standards-based point-of-sale offering for retail customers and enters the projector market with the introduction of the 3100MP projector.</p> |
| 2003 | <p>Dell introduces printers for business and consumer customers.</p> <p>Dell launches Dell Recycling to enable customers to recycle or donate to charity computer equipment from any manufacturer.</p> <p>The name change to Dell Inc. is official, reflecting the evolution of the company to a diverse supplier of technology products and services.</p> <p>Dell enters consumer electronics, a natural extension of the company's existing product portfolio that provides customers with a single resource for consumer technology needs.</p> |
| 2004 | Dell announces a third U.S. manufacturing facility in North Carolina. |
| 2005 | <p>Dell tops list of "America's Most Admired Companies" in Fortune Magazine.</p> <p>Dell Factory opens in Winston-Salem, North Carolina.</p> |
| 2006 | Dell ships more than 10 million systems in a single quarter (Q4, FY06) for the first time in its history. |
| 2007 | <p>Michael Dell returns as Chief Executive Officer.</p> <p>Dell opens second Brasil manufacturing facility in Hortolandia.</p> <p>Dell opens manufacturing facility in Chennai, India.</p> <p>Dell opens manufacturing facility in Lodz, Poland.</p> <p>Dell acquires SilverBack Technologies, Inc., ASAP Software Express, Inc., and EqualLogic Inc.</p> |
| 2008 | Dell acquires The Networked Storage Company, MessageOne Inc., and the Allin Corporation. |
| 2009 | <p>Dell formalizes its long term collaboration with Perot Systems and joins with them to form the new Dell Services.</p> <p>Dell and Chinese software maker Kingsoft have agree a mid- to long-term strategic partnership framework.</p> |
| 2010 | <p>Dell acquires assets of Exanet, a provider of network-attached storage (NAS) technology.</p> <p>Dell acquires KACE, a leading systems-management appliance company.</p> <p>Dell acquires Scalent, the provider of the software technology used for the Dell Advanced Infrastructure Manager (Dell AIM).</p> <p>Dell acquires Ocarina Networks, a maker of hardware and software designed to reduce the amount of storage capacity enterprises need.</p> <p>Dell acquires SecureWorks, a leader for managed security services providers, bringing a wealth of deep security expertise and global threat intelligence to a wide range of organizations.</p> |



| | |
|------|--|
| | <p>Dell accelerates its enterprise customers' move to the cloud with Dell Virtual Integrated Systems solutions.</p> <p>Newsweek names Dell the greenest company in America.</p> |
| 2011 | <p>Dell acquires Compellent, a rapidly growing storage solutions provider, to help our customers better manage data growth, reduce storage costs, and dramatically simplify IT management.</p> <p>Dell announces plans for research and development centers in Silicon Valley in the U.S. and Ra'anana in Israel to support our expansion of key solutions capabilities.</p> <p>Dell celebrates a record-breaking fourth quarter with double-digit growth in the strategic enterprise solutions and services space and the largest single-year revenue increase in company history.</p> <p>Dell acquires InSiteOne, an archiving and image management solution for the healthcare vertical.</p> <p>Dell acquires Force10 Networks, a leader in high-performance data center networking.</p> <p>Dell acquires RNA Networks, a company that brings very specialized software engineering expertise that complements and helps accelerate the future direction of our enterprise solutions.</p> |
| 2012 | <p>Dell acquires AppAssure, a global leader in complete server, data, and application protection for virtual, physical, and cloud infrastructures.</p> <p>Dell acquires SonicWALL, Inc. SonicWALL is a global provider of network security, content security, web and email security, secure remote access, and business continuity solutions.</p> <p>Dell acquires Wyse Technology, a privately held global leader in Thin Client computing devices and software.</p> <p>Dell acquires Clerity Solutions. Clerity Solutions is a leading global provider of application modernization and legacy system re-hosting solutions and software.</p> <p>Dell acquires Make Technologies, a leading global provider of application modernization software and services.</p> <p>Dell acquires Quest Software providing solutions for the management of databases, applications, Windows, virtualization, and more.</p> <p>Dell acquires Gale Technologies, a leading provider of infrastructure automation software that allows organizations to streamline the deployment of on-premise and hybrid clouds for self-service access to infrastructure.</p> <p>Dell acquires Credant Technologies, an industry-leading provider of data protection solutions to control, manage and secure data from endpoints to servers, to storage, to applications and the cloud.</p> |
| 2013 | <p>Dell acquires Enstratus, an award-winning enterprise cloud-management software and services provider that delivers single and multi-cloud management capabilities.</p> <p>On Oct. 29, 2013, Dell announced the completion of its acquisition by Michael Dell, Dell's founder and CEO, and Silver Lake Partners, a leading global technology firm.</p> |
| 2014 | <p>Dell acquires StatSoft, a leading provider of advanced analytics solutions that deliver a wide range of data mining, predictive analytics and data visualization capabilities.</p> |

2. Principal business location and any other service locations;

Dell Response:

Dell's corporate headquarters are in Round Rock, Texas, and the company's birthplace. Central Texas is also the home to Dell Americas, the regional business unit for the United States, Canada, South America and Latin America. Dell has regional headquarters in Bracknell, England-for Europe, Middle East and Africa; and in Singapore to serve the Pacific Rim, including Japan, India, China, Australia and New Zealand.

3. Primary line of business;

Dell Response:



Dell Inc. is a leading global information technology company that offers our customers a broad range of products and services. We built our reputation through listening to customers and developing solutions that meet their needs.

Dell is a holding company that conducts its business worldwide through its subsidiaries. We were incorporated in the state of Delaware in 1984. Our global corporate headquarters is located in Round Rock, Texas.

Business Strategy

A few years ago, Dell initiated a broad transformation to become an end-to-end technology solutions provider. A key component of this transformation is shifting our portfolio to products and services that provide higher-value to our customers. As part of this strategy, we emphasize expansion of our enterprise solutions, which include servers, networking, and storage, as well as our services and software capabilities. Our client offerings also continue to be an important element of our strategic transformation.

4. ***Length of time you have been selling proposed product(s) and/or providing service(s) described in this document;***

Dell Response:

Dell has provided the products and services requested in the RFP for over 30 years.

5. ***Number of locations and where proposed product/services are in use.***

Dell Response:

Dell is a leading Global IT Products and Services provider. Dell provides IT Products and Services to customer all over the world.

References

Proposer is requested to include at least three (3) references with names, addresses and telephone numbers with whom the firm has done business. References should include projects similar to that described by these specifications.

Dell Response:

Florida Highway Patrol

Lee Caswell
LeeCaswell@flhsmv.gov
 850-617-2389

Florida is a 5 year rugged customer that just refreshed with the Rugged Extreme 12 and Utility rocket modem with similar spec as the deployment below

Florida Highway Patrol purchased 2015 complete docking, mounting solutions and 1833 E6400 XFR notebooks to deploy in State Police patrol vehicles- Ford Crown Victoria, Tahoe's, Charger's.

- HAVIS docking stations with Triple RF
- Quad Band Antenna
- Configuration included touch screen, GOBI 5620, dedicated GPS
- Installation/Deinstallation services for 10 troops at 14 different locations provided by Dell.
- Custom Factory Integration- Dell provided imaging, asset tags, asset reporting



- Havis Sidewinder base plate and mounting hardware
- E-Seek 250 2d/3d card reader
- Competition included Panasonic, General Dynamics, Motorola, Getac

Leon County Florida

Gene Griffin
griffinge@leoncountyfl.gov
(850) 487-9829

Leon County is a 5 year rugged customer that just refreshed with the Rugged Extreme 14 and Rugged with similar spec as the deployment below

Leon County purchased 150 E6400 XFR's with complete docking, mounting deployed in Ford Crown Vic's, Tahoe's and EMS vehicles.

- HAVIS docking stations with Triple RF
- Quad Band Antenna
- Configuration included touch screen, GOBI 5620, dedicated GPS
- Installation/Deinstallation services
- Custom Factory Integration- Dell provided imaging, asset tags, asset reporting
- Havis console mounts
- Seek 250 2d/3d card reader
- Competition included Panasonic, General Dynamics, Getac

Ft Smith Arkansas

Alvey Matlock
amatlock@Fortsmithpd.org
479-652-5695

Ft Smith Arkansas purchased 58 complete docking, mounting solutions to deploy in vehicles- Ford Crown Victoria, Tahoe's, and Charger's.

- HAVIS docking stations with Triple RF
- Quad Band Antenna
- Configuration included touch screen, GOBI 5620, dedicated GPS
- Installation/Deinstallation
- Custom Factory Integration- Dell provided imaging, asset tags, asset reporting
- Havis Sidewinder base plate and mounting hardware
- E-Seek 250 2d/3d card reader
- RSA Token for Iphone
- Competition included Panasonic, General Dynamics, Motorola,



Lubbock PD

Lieutenant Neal Barron
nbarron@mail.ci.lubbock.tx.us
(806) 775-2751

Lubbock purchased 350 6400 XFR's with complete docking, mounting deployed in Ford Crown Vic's.

- HAVIS docking stations with Triple RF
- Quad Band Antenna
- Configuration included touch screen, GOBI 5620, dedicated GPS
- Competition included Panasonic, Motorola

Arkansas State Patrol

Kerry Tabor
kerry.tabor@asp.arkansas.gov
(501) 231-4751

Arkansas has deployed 500+ Dell ATG units and are deployed in chargers.

- Havis docking stations

Financial Statements

Proposer is requested to submit recent financial statements with their proposal. Audited financial statements are not mandatory. Unaudited financial statements will be accepted. If proposer's firm does, however, have audited statements; please include a copy with your proposal.

Dell Response:

Dell's Annual Report can be found online at: <https://powermore.dell.com/dell-2015-annual-report-to-customers/>

Other Projects Involved with

Proposer is requested to provide a list of other similar projects that you are currently involved with or will be involved with.

- City of Roswell Georgia
- Oklahoma City PD
- City of Garland



Pricing/Fees

Desktops

1. All in One Solution

| | Unit Purchase Price | Lease Rate Factor | Monthly PMT | Total Lease Amount |
|---------------------------------------|------------------------------------|----------------------------------|------------------------|-----------------------------------|
| Estimated annual quantity: 450 | \$771.31 | .30000 | \$104,126.85 | \$312,380.55 |

State manufacturer's item no./name for item bid

Dell OptiPlex 9030 All-In-One

Includes:

- Processor - i5-4590S (QC 3.00GHz)
- Memory - 8GB
- Storage - 500GB Hybrid
- Graphics - Integrated
- LCD - 23" WLED FHD AIO Non-Touch
- Optical Drive - 8x DVD+/-RW
- Wireless - Intel Dual Band 7260 802.11AC Wi-Fi + BT 4.0
- Webcam/Mic - Yes
- Keyboard/Mouse - Yes (USB)
- DDPE - 1 yr Enterprise + Pro Support
- Warranty - 3 year Basic HW w/NBD

Services Include:

- Warehouse and Redeliver New Equipment (per system)
- Attended Imaging via CD/DVD or attached local media such as USB key, Optical Drive
- Asset Tagging
- Basic Installation of CPU & Monitor
- De-installation of Legacy System (CPU and Monitor)
- Off Customer Premises Trash Removal
- Transport Systems between Installation Site and Warehouse
- Hard Drive Wipe - per system unit with a 20 unit minimum per onsite wipe visit) for each additional GB is .28 per GB over 250
 - IT Asset Lease Return with Onsite Wipe (Client Equipment only - 250GB or less drives) - continental US



2. Power User

| | Unit Purchase Price | Lease Rate Factor | Monthly PMT | Total Lease Amount |
|--------------------------------------|------------------------------------|----------------------------------|------------------------|-----------------------------------|
| Estimated annual quantity: 75 | \$865.42 | .30000 | \$19,471.95 | \$58,415.85 |

State manufacturer's item no./name for item bid

Dell T1700 Precision Workstation

Includes:

- Processor - Xeon E3-1220 v3 (QC 3.1Ghz, 3.5 Turbo)
- Memory - 8GB
- Storage - 500GB 7200 RPM
- Graphics - AMD V3900
- LCD - Not Applicable
- Optical Drive - 8x DVD+/-RW
- Wireless - Factory Install
- Webcam/Mic - Mic only
- Keyboard/Mouse - Yes (USB)
- DDPE - 1 yr Enterprise + Pro Support
- Warranty - 3 year Basic HW w/NBD
- Optional Peripherals available
 - Webcam

Services Include:

- Warehouse and Redeliver New Equipment (per system)
- Attended Imaging via CD/DVD or attached local media such as USB key, Optical Drive
- Asset Tagging
- Basic Installation of CPU & Monitor
- De-installation of Legacy System (CPU and Monitor)
- Off Customer Premises Trash Removal
- Transport Systems between Installation Site and Warehouse
- Hard Drive Wipe - per system unit with a 20 unit minimum per onsite wipe visit) for each additional GB is .28 per GB over 250
 - IT Asset Lease Return with Onsite Wipe (Client Equipment only - 250GB or less drives)
 - continental US



Laptops

1. Lightweight Executive Laptop - Option 1

| | Unit Purchase Price | Lease Rate Factor | Monthly PMT | Total Lease Amount |
|--------------------------------------|------------------------------------|----------------------------------|------------------------|-----------------------------------|
| Estimated annual quantity: 15 | \$1,023.97 | .30000 | \$4,607.87 | \$13,823.61 |

State manufacturer's item no./name for item bid

Dell Latitude E7250 Laptop Computer (12" Screen)

Includes:

- Processor - i5-5300
- Memory - 8GB
- Storage - 256GB SSD
- Graphics - Integrated
- LCD - HD 1366x768 AG WLED
- Optical Drive - Optional/External
- Wireless - Intel Dual Band 7260 802.11AC Wi-Fi + BT 4.0
- Webcam/Mic - Yes
- Keyboard/Mouse - Internal Single Pointing
- DDPE - 1 yr Enterprise + Pro Support
- Warranty - 3 year Basic HW w/NBD
- Optional Peripherals available
 - E-Port Plus Dock
 - USB Keyboard
 - USB Mouse
 - Optical Drive

Services Include:

- Warehouse and Redeliver New Equipment (per system)
- Attended Imaging via CD/DVD or attached local media such as USB key, Optical Drive
- Asset Tagging
- Basic Installation of CPU & Monitor
- De-installation of Legacy System (CPU and Monitor)
- Off Customer Premises Trash Removal
- Transport Systems between Installation Site and Warehouse
- Hard Drive Wipe - per system unit with a 20 unit minimum per onsite wipe visit) for each additional GB is .28 per GB over 250
 - IT Asset Lease Return with Onsite Wipe (Client Equipment only - 250GB or less drives)
 - continental US



1. Lightweight Executive Laptop - Option 2

| | Unit Purchase Price | Lease Rate Factor | Monthly PMT | Total Lease Amount |
|--------------------------------------|------------------------------------|----------------------------------|------------------------|-----------------------------------|
| Estimated annual quantity: 15 | \$1,071.08 | .30000 | \$4,819.86 | \$14,459.58 |

State manufacturer's item no./name for item bid

Dell Latitude E7450 Laptop Computer (14" Screen)

Includes:

- Processor - i5-5300
- Memory - 8GB
- Storage - 256GB SSD
- Graphics - GeForce 840M
- LCD - HD 1366x768 AG WLED
- Optical Drive - Optional/External
- Wireless - Intel Dual Band 7260 802.11AC Wi-Fi + BT 4.0
- Webcam/Mic - Yes
- Keyboard/Mouse - Internal Single Pointing
- DDPE - 1 yr Enterprise + Pro Support
- Warranty - 3 year Basic HW w/NBD
- Optional Peripherals available
 - E-Port Plus Dock
 - USB Keyboard
 - USB Mouse
 - Optical Drive

Services Include:

- Warehouse and Redeliver New Equipment (per system)
- Attended Imaging via CD/DVD or attached local media such as USB key, Optical Drive
- Asset Tagging
- Basic Installation of CPU & Monitor
- De-installation of Legacy System (CPU and Monitor)
- Off Customer Premises Trash Removal
- Transport Systems between Installation Site and Warehouse
- Hard Drive Wipe - per system unit with a 20 unit minimum per onsite wipe visit) for each additional GB is .28 per GB over 250
 - IT Asset Lease Return with Onsite Wipe (Client Equipment only - 250GB or less drives)
 - continental US



2. Power User Laptop

| | Unit Purchase Price | Lease Rate Factor | Monthly PMT | Total Lease Amount |
|--------------------------------------|------------------------------------|----------------------------------|------------------------|-----------------------------------|
| Estimated annual quantity: 70 | \$1,123.73 | .30000 | \$23,598.33 | \$70,794.99 |

State manufacturer's item no./name for item bid

Dell M2800 Precision Mobile Workstation Computer

Includes:

- Processor - i5-4310M (DC 2.7HGz, 3.40GHz Turbo)
- Memory - 8GB
- Storage - 500GB Hybrid
- Graphics - AMD W4170M 2GB
- LCD - FHD 1920 x 1080 Wide view LED-backlit
- Optical Drive - DVD+/- RW Drive
- Wireless - Intel Dual Band 7260 802.11AC Wi-Fi + BT 4.0
- Webcam/Mic - Yes
- Keyboard/Mouse - Backlit Dual Pointing KB
- DDPE - 1 yr Enterprise + Pro Support
- Warranty - 3 year Basic HW w/NBD
- Optional Peripherals available
 - E-Port Plus Dock
 - USB Keyboard
 - USB Mouse

Services Include:

- Warehouse and Redeliver New Equipment (per system)
- Attended Imaging via CD/DVD or attached local media such as USB key, Optical Drive
- Asset Tagging
- Basic Installation of CPU & Monitor
- De-installation of Legacy System (CPU and Monitor)
- Off Customer Premises Trash Removal
- Transport Systems between Installation Site and Warehouse
- Hard Drive Wipe - per system unit with a 20 unit minimum per onsite wipe visit) for each additional GB is .28 per GB over 250
 - IT Asset Lease Return with Onsite Wipe (Client Equipment only - 250GB or less drives)
 - continental US



3. Standard Laptop

| | Unit Purchase Price | Lease Rate Factor | Monthly Rate Factor | Total Lease Amount |
|---------------------------------------|------------------------------------|----------------------------------|------------------------------------|-----------------------------------|
| Estimated annual quantity: 160 | \$819.74 | .30000 | \$39,347.52 | \$118,042.56 |

State manufacturer's item no./name for item bid

Dell Latitude E5450 Laptop Computer (14" Screen)

Includes:

- Processor - i5-5300
- Memory - 8GB
- Storage - 500GB Hybrid
- Graphics - GeForce 830M
- LCD - HD 1366x768 AG WLED
- Optical Drive - Optional/External
- Wireless - Intel Dual Band 7260 802.11AC Wi-Fi + BT 4.0
- Webcam/Mic - Yes
- Keyboard/Mouse - Internal Single Pointing
- DDPE - 1 yr Enterprise + Pro Support
- Warranty - 3 year Basic HW w/NBD
- Optional Peripherals available
 - E-Port Plus Dock
 - USB Keyboard
 - USB Mouse
 - Optical Drive

Services Include:

- Warehouse and Redeliver New Equipment (per system)
- Attended Imaging via CD/DVD or attached local media such as USB key, Optical Drive
- Asset Tagging
- Basic Installation of CPU & Monitor
- De-installation of Legacy System (CPU and Monitor)
- Off Customer Premises Trash Removal
- Transport Systems between Installation Site and Warehouse
- Hard Drive Wipe - per system unit with a 20 unit minimum per onsite wipe visit) for each additional GB is .28 per GB over 250
 - IT Asset Lease Return with Onsite Wipe (Client Equipment only - 250GB or less drives)
- continental US



4. Police / Fire Mobile Computing - Option 1

| | Unit Purchase Price | Lease Rate Factor | Monthly PMT | Total Lease Amount |
|---------------------------------------|------------------------------------|----------------------------------|------------------------|-----------------------------------|
| Estimated annual quantity: 210 | \$2,778.18 | .30000 | \$175,025.34 | \$525,076.02 |

State manufacturer's item no./name for item bid

Dell Latitude 12 Rugged Extreme Computer (Convertible)

Includes:

- Processor - i5-4310U (DC 2.0GHz)
- Memory - 16GB
- Storage - 256GB SSD
- Graphics - Integrated 4400
- LCD - HD 1366x768 Outdoor-Readable Resistive Touchscreen, Webcam w/Privacy Shutter and Mic
- Optical Drive - None
- Wireless - Intel Dual Band 7260 802.11AC Wi-Fi + BT 4.0
- Webcam/Mic - Yes
- Keyboard/Mouse - Sealed Backlit KB
- DDPE - 1 yr Enterprise + Pro Support
- Warranty - 3 year Basic HW w/NBD
- Withstand 6' Drop
- Optional Peripherals available
 - Rugged Desk Dock + Havis Vehicle Dock w/PS

Services Include:

- Warehouse
- Image
- Asset tag
- Deliver
- Hard Drive Wipe - per system unit with a 20 unit minimum per onsite wipe visit) for each additional GB is .28 per GB over 250
 - IT Asset Lease Return with Onsite Wipe (Client Equipment only - 250GB or less drives)
 - continental US



4. Police / Fire Mobile Computing - Option 2

| | Unit Purchase Price | Lease Rate Factor | Monthly PMT | Total Lease Amount |
|---------------------------------------|------------------------------------|----------------------------------|------------------------|-----------------------------------|
| Estimated annual quantity: 210 | \$1,887.49 | .30000 | \$118,911.87 | \$356,735.61 |

State manufacturer's item no./name for item bid

Dell Latitude 14 Rugged Extreme Computer

Includes:

- Processor - i5-4310U (DC 2.0GHz)
- Memory - 16GB
- Storage - 256GB SSD
- Graphics - Integrated 4400
- LCD -1366x768 Outdoor-Readable Resistive Touchscreen, Webcam w/Privacy Shutter and Mic
- Optical Drive - DVD+/- RW Drive
- Wireless - Intel Dual Band 7260 802.11AC Wi-Fi + BT 4.0
- Webcam/Mic - Yes
- Keyboard/Mouse - Sealed Backlit KB
- DDPE - 1 yr Enterprise + Pro Support
- Warranty - 3 year Basic HW w/NBD
- Withstand 6' Drop
- Optional Peripherals available
 - Rugged Desk Dock + Havis Vehicle Dock w/PS

Services Include:

- Warehouse
- Image
- Asset tag
- Deliver
- Hard Drive Wipe - per system unit with a 20 unit minimum per onsite wipe visit) for each additional GB is .28 per GB over 250
 - IT Asset Lease Return with Onsite Wipe (Client Equipment only - 250GB or less drives)
 - continental US



4. Police / Fire Mobile Computing - Option 3

| | Unit Purchase Price | Lease Rate Factor | Monthly PMT | Total Lease Amount |
|---------------------------------------|------------------------------------|----------------------------------|------------------------|-----------------------------------|
| Estimated annual quantity: 210 | \$2,586.83 | .30000 | \$162,970.29 | \$488,910.87 |

State manufacturer's item no./name for item bid

Dell Latitude 14 Rugged Computer

Includes:

- Processor - i5-4310U (DC 2.0GHz)
- Memory - 16GB
- Storage - 256GB SSD
- Graphics - Integrated 4400
- LCD -1366x768 Outdoor-Readable Resistive Touchscreen, Webcam w/Privacy Shutter and Mic
- Optical Drive - DVD+/- RW Drive
- Wireless - Intel Dual Band 7260 802.11AC Wi-Fi + BT 4.0
- Webcam/Mic - Yes
- Keyboard/Mouse - Sealed Backlit KB
- DDPE - 1 yr Enterprise + Pro Support
- Warranty - 3 year Basic HW w/NBD
- Withstand 3' Drop
- Optional Peripherals available
 - Rugged Desk Dock + Havis Vehicle Dock w/PS

Services Include:

- Warehouse
- Image
- Asset tag
- Deliver
- Hard Drive Wipe - per system unit with a 20 unit minimum per onsite wipe visit) for each additional GB is .28 per GB over 250
 - IT Asset Lease Return with Onsite Wipe (Client Equipment only - 250GB or less drives)
 - continental US



Monitors

1. 24" Monitor

| | Unit Purchase Price | Lease Rate Factor | Monthly PMT | Total Lease Amount |
|---------------------------------------|------------------------------------|----------------------------------|------------------------|-----------------------------------|
| Estimated annual quantity: 475 | \$145.00 | .32172 | \$22,158.47 | \$66,475.41 |

State manufacturer's item no./name for item bid

Dell P2414H 24" Monitor

2. 27" Monitor

| | Unit Purchase Price | Lease Rate Factor | Monthly PMT | Total Lease Amount |
|--------------------------------------|------------------------------------|----------------------------------|------------------------|-----------------------------------|
| Estimated annual quantity: 25 | \$215.00 | .32172 | \$1,729.25 | \$5,187.75 |

State manufacturer's item no./name for item bid

Dell P2714H 27" Monitor

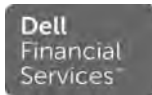
Delivery of items will be made within Estimated 7 to 21 working days of receipt of purchase order.

Services Pricing:

The cost associated with Asset Recovery Services, including onsite wipe per system is \$47.91 per system. Note that this cost is not included in the unit pricing of the systems listed above.

Leasing Quotes: Please refer to the following pages for additional details on Dell's leasing proposal.





Prepared For:

McKinney, City of

June 17, 2015

Thank you for giving Dell Financial Services L.L.C. ("DFS") the opportunity to provide a technology financing solution. Enclosed is a financing proposal for your new technology needs. We look forward to discussing this opportunity in further detail with you. If you have any questions, please contact me at the phone number or email address below.

| Term Option | 36 FMV |
|----------------|---------|
| Payments: | Annual |
| Consolidation: | Monthly |
| Payments Due: | Advance |
| Interim Rent: | None |

| Dell Quote Number | Summary Product Description | Product Price | Quantity | Extended Price | Rate Factor | 3 Payments |
|--------------------|-----------------------------------|---------------|----------|----------------|-------------|--------------|
| 709761310 | Dell Latitude E5450/S450 | \$819.74 | 160 | \$131,158.40 | 0.30000 | \$39,347.52 |
| 709758216 | Dell Mobile Precision | \$1,123.73 | 70 | \$78,661.10 | 0.30000 | \$23,598.33 |
| 709758933 | Dell Precision T1700 | \$865.42 | 75 | \$64,906.50 | 0.30000 | \$19,471.95 |
| 709762433 | OptiPlex 9030 | \$771.31 | 450 | \$347,089.50 | 0.30000 | \$104,126.85 |
| 709760375 | Latitude 12 | \$2,778.18 | 210 | \$583,417.80 | 0.30000 | \$175,025.34 |
| 709760851 | Latitude 7404 | \$2,586.83 | 210 | \$543,234.30 | 0.30000 | \$162,970.29 |
| 709760035 | Dell Latitude 14 | \$1,887.49 | 210 | \$396,372.90 | 0.30000 | \$118,911.87 |
| 709761623 | Dell Latitude E7250/7250 | \$1,023.97 | 15 | \$15,359.55 | 0.30000 | \$4,607.87 |
| 709761962 | Dell Latitude E7450/7450 | \$1,071.08 | 15 | \$16,066.20 | 0.30000 | \$4,819.86 |
| 709763622 | Asset Lease Return | \$47.91 | 1 | \$47.91 | 0.30000 | \$14.37 |
| Accessories | | | | | | |
| 709227556 | EPort Docking Station | \$92.40 | 245 | \$22,638.00 | 0.33129 | \$7,499.74 |
| 709226105 | In-Car Docking Station | \$435.28 | 210 | \$91,408.80 | 0.33129 | \$30,282.82 |
| 709267035 | Rugged Desk Dock | \$219.67 | 210 | \$46,130.70 | 0.33129 | \$15,282.64 |
| 709227756 | DVD External Drive | \$27.00 | 175 | \$4,725.00 | 0.33129 | \$1,565.35 |
| 709227300 | Tablet dock for Executive Laptop | \$77.69 | 15 | \$1,165.35 | 0.33129 | \$386.07 |
| 709226802 | Power Supply for Rugged | \$109.13 | 210 | \$22,917.30 | 0.33129 | \$7,592.27 |
| 709226324 | Logitech Webcam | \$106.59 | 75 | \$7,994.25 | 0.33129 | \$2,648.42 |
| 709226675 | Keyboard and Mouse | \$11.60 | 175 | \$2,030.00 | 0.33129 | \$672.52 |
| 709291855 | 27" Monitor | \$215.00 | 25 | \$5,375.00 | 0.32172 | \$1,729.25 |
| 709291610 | 24" Monitor | \$145.00 | 475 | \$68,875.00 | 0.32172 | \$22,158.47 |
| 709651030 | Utility The Rocket Vehicle Router | \$939.84 | 210 | \$197,366.40 | 0.33129 | \$65,385.51 |
| 709651400 | REMOTE CONFIGURATION MGMT | \$43.12 | 210 | \$9,055.20 | 0.35436 | \$3,208.80 |
| 709651517 | NFS NMEA FORWARDING SVC | \$78.32 | 210 | \$16,447.20 | 0.35436 | \$5,828.23 |
| 709651638 | DESIGN CONFIG PROJ | \$1,195.92 | 10 | \$11,959.20 | 0.35436 | \$4,237.86 |

Proposal Expiration Date:

July 17, 2015

PLEASE NOTE:

Personal Property Taxes (PPT) will apply to this lease.

Leasing and financing provided by Dell Financial Services L.L.C. or its affiliate or designee ("DFS") to qualified customers. Offers may not be available or may vary in certain countries. Where available, offers may be changed without notice and are subject to product availability, credit approval, execution of documentation provided by and acceptable to DFS, and may be subject to minimum transaction size. Offers not available for personal, family or household use. Dell and the Dell logo are trademarks of Dell Inc. Proposal is property of DFS, contains confidential information and shall not be duplicated or disclosed in whole or part. Proposal is not a firm offer of financing. Pricing and rates based upon the final amount, configuration and specification of the supplied equipment, software, services or fees. Prorata payment may be due in the first payment cycle. Proposal excludes additional costs to customer such as shipping, maintenance, filing fees, applicable taxes, insurance and similar items. Proposal valid through the expiration date shown above, or if none is specified, for 30 calendar days from date of presentation.

End of Term Options:

Fair Market Value (FMV) Lease:

- Exercise the option to purchase the products at the then fair market value.
- Return all products to lessor at the lessee's expense.
- Renew the lease on a month to month or fixed term basis.

Caren Wright

FSR

Dell | Financial Services

office • 512-728-6628

caren_wright@dell.com

Additional Information:

LEASE QUOTE: The Lease Quote is exclusive of shipping costs, maintenance fees, filing fees, licensing fees, property or use taxes, insurance premiums and similar items which shall be for Lessee's account. Lessee will pay payments and all other amounts without set-off, abatement or reduction for any reason whatsoever. Additionally, Lessee shall declare and pay all sales, use and personal property taxes to the appropriate taxing authorities. **If you are sales tax exempt, please provide a copy of your Exemption Certificate with the Lease Contract.** If Lessee provides the appropriate tax exemption certificates to DFS, sales and use taxes will not be collected by DFS. However, if your taxing authority assesses a **personal property tax** on leased equipment, and if DFS pays that tax under your lease structure, Lessee must reimburse DFS for that tax expense in connection with the Lessee's lease.

PURCHASE ORDER: The Purchase Order must be made out to Dell Financial Services L.L.C., One Dell Way, RR8-23, Round Rock, TX 78682. The Purchase Order will need to include the quote number, quantity and description of the equipment. Please be sure to indicate that the PO is for a lease order and shows the type of lease, the term length, and payment frequency. The date of the lease quote referenced should be included. Please be sure to include any applicable shipping costs as a line item and include your address as the SHIP TO destination.

INSURANCE: The risk of loss on the equipment is borne solely by the Lessee. Lessee shall be required to purchase and maintain during the Term i) comprehensive public liability insurance naming Lessor as additional insured; and ii) "all-risk" physical damage insurance in a minimum amount of the Purchase Price, naming DFS as first loss payee.

APPROPRIATION COVENANT: The Lease will contain an appropriation of funds clause. The Lessee will covenant that it shall do all things legally within its power to obtain and maintain funds from which the payments may be paid.

DOCUMENTATION: In addition to a duly executed Agreement, other documents as reasonably requested by DFS may be required, such as but not limited to, opinions of counsel, IRS tax exemption forms (if applicable), and audited financials.

PROPOSAL VALIDITY / APPROVALS: This is a proposal based upon market conditions and is valid for 30 days, is subject to final credit approval, review of the economics of the transaction, and execution of mutually acceptable documentation.



Prepared For:

McKinney, City of

June 17, 2015

Thank you for giving Dell Financial Services L.L.C. ("DFS") the opportunity to provide a technology financing solution. Enclosed is a financing proposal for your new technology needs. We look forward to discussing this opportunity in further detail with you. If you have any questions, please contact me at the phone number or email address below.

| Term | 36 |
|----------------|---------|
| Option | FMV |
| Payments: | Annual |
| Consolidation: | Monthly |
| Payments Due: | Advance |
| Interim Rent: | None |

| Quote Number | Summary Product Description | Product Price | Quantity | Extended Price | Rate Factor | 3 Payments |
|--------------|-----------------------------|---------------|----------|----------------|-------------|---------------|
| Q-144961 | All in One | \$840.10 | 450 | \$378,045.00 | 0.30869 | \$116,698.71 |
| Q-144961 | Power USER DESKTOP | \$991.31 | 75 | \$74,348.25 | 0.30869 | \$22,950.56 |
| Q-144961 | Lightweight Laptop | \$1,190.10 | 15 | \$17,851.50 | 0.30030 | \$5,360.81 |
| Q-144961 | Power User Laptop | \$1,461.51 | 70 | \$102,305.70 | 0.30030 | \$30,722.40 |
| Q-144961 | Standard Laptop | \$1,027.84 | 160 | \$164,454.40 | 0.30030 | \$49,385.66 |
| Q-145086 | Police Fire Laptop | \$5,853.00 | 210 | \$1,229,130.00 | 0.31860 | \$391,600.82 |
| Q-144961 | 24in monitor | \$152.14 | 475 | \$72,266.50 | 0.32172 | \$23,249.58 |
| Q-144961 | 27in Monitor | \$210.92 | 25 | \$5,273.00 | 0.32172 | \$1,696.43 |
| TOTALS | | | | \$2,043,674.35 | | \$641,664.96 |

Proposal Expiration Date:

July 17, 2015

PLEASE NOTE:

Personal Property Taxes (PPT) will apply to this lease.

Leasing and financing provided by Dell Financial Services L.L.C. or its affiliate or designee ("DFS") to qualified customers. Offers may not be available or may vary in certain countries. Where available, offers may be changed without notice and are subject to product availability, credit approval, execution of documentation provided by and acceptable to DFS, and may be subject to minimum transaction size. Offers not available for personal, family or household use. Dell and the Dell logo are trademarks of Dell Inc. Proposal is property of DFS, contains confidential information and shall not be duplicated or disclosed in whole or part. Proposal is not a firm offer of financing. Pricing and rates based upon the final amount, configuration and specification of the supplied equipment, software, services or fees. Prorata payment may be due in the first payment cycle. Proposal excludes additional costs to customer such as shipping, maintenance, filing fees, applicable taxes, insurance and similar items. Proposal valid through the expiration date shown above, or if none is specified, for 30 calendar days from date of presentation.

End of Term Options:

Fair Market Value (FMV) Lease:

- Exercise the option to purchase the products at the then fair market value.
- Return all products to lessor at the lessee's expense.
- Renew the lease on a month to month or fixed term basis.

Additional Information:

LEASE QUOTE: The Lease Quote is exclusive of shipping costs, maintenance fees, filing fees, licensing fees, property or use taxes, insurance premiums and similar items which shall be for Lessee's account. Lessee will pay payments and all other amounts without set-off, abatement or reduction for any reason whatsoever. Additionally, Lessee shall declare and pay all sales, use and personal property taxes to the appropriate taxing authorities. **If you are sales tax exempt, please provide a copy of your Exemption Certificate with the Lease Contract.** If Lessee provides the appropriate tax exemption certificates to DFS, sales and use taxes will not be collected by DFS. However, if your taxing authority assesses a **personal property tax** on leased equipment, and if DFS pays that tax under your lease structure, **Lessee must reimburse DFS for that tax expense in connection with the Lessee's lease.**

PURCHASE ORDER: The Purchase Order must be made out to Dell Financial Services L.L.C., One Dell Way, RR8-23, Round Rock, TX 78682. The Purchase Order will need to include the quote number, quantity and description of the equipment. Please be sure to indicate that the PO is for a lease order and shows the type of lease, the term length, and payment frequency. The date of the lease quote referenced should be included. Please be sure to include any applicable shipping costs as a line item and include your address as the SHIP TO destination.

INSURANCE: The risk of loss on the equipment is borne solely by the Lessee. Lessee shall be required to purchase and maintain during the Term (i) comprehensive public liability insurance naming Lessor as additional insured; and (ii) "all-risk" physical damage insurance in a minimum amount of the Purchase Price, naming DFS as first loss payee.

APPROPRIATION COVENANT: The Lease will contain an appropriation of funds clause. The Lessee will covenant that it shall do all things legally within its power to obtain and maintain funds from which the payments may be paid.

DOCUMENTATION: In addition to a duly executed Agreement, other documents as reasonably requested by DFS may be required, such as but not limited to, opinions of counsel, IRS tax exemption forms (if applicable), and audited financials.

PROPOSAL VALIDITY / APPROVALS: This is a proposal based upon market conditions and is valid for 30 days, is subject to final credit approval, review of the economics of the transaction, and execution of mutually acceptable documentation.



June 17, 2015

Prepared For:

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|--|

Thank you for giving Dell Financial Services L.L.C. ("DFS") the opportunity to provide a technology financing solution. Enclosed is a financing proposal for your new technology needs. We look forward to discussing this opportunity in further detail with you. If you have any questions, please contact me at the phone number or email address below.

| Term | 49 |
|----------------|------------------------------------|
| Option | DellFlex Tax Exempt Lease Purchase |
| Payments: | Monthly |
| Consolidation: | Monthly |
| Payments Due: | Advance |
| Interim Rent: | None |

| Dell Quote Number | Summary Product Description | Product Price | Quantity | Extended Price | Rate Factor | 48 Payments | % | Final DellFlex Payment |
|-------------------|-----------------------------|---------------|----------|----------------|-------------|-------------|---|------------------------|
| | | | | | | | | |

Proposal Expiration Date:

July 17, 2015

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End of Term Options:

DellFlex Tax Exempt Lease Purchase:

TECHNOLOGY REFRESH OPTION

The DellFlex technology refresh structure is similar to our tax exempt lease purchase but provides the Lessee with an opportunity to "refresh" the equipment on the first day of the last month of the primary term (the 25th, 37th or 49th month, or the "Tech Refresh Date"). If Lessee wishes to exercise this option, Lessee must notify Lessor in writing at least 120 days prior to the end of the Primary Term, return all (but not less than all) of the equipment on the lease, and enter into a new lease for new, upgraded equipment with a minimum 24 month term (ask your DFS sales representative for details). When Lessee completes the DellFlex requirements and any other payment or performance requirements under their lease terms, the original lease will end. If the terms and conditions of the DellFlex option are not fulfilled in their entirety before the Tech Refresh Date, the DellFlex refresh option is null and void and Lessee shall pay the final Rent payment due on the Tech Refresh Date, after which the Lessee obtains free and clear title to the equipment.

Additional Information:

LEASE QUOTE: The Lease Quote is exclusive of shipping costs, maintenance fees, filing fees, licensing fees, property or use taxes, insurance premiums and similar items which shall be for Lessee's account. Lessee will pay payments and all other amounts without set-off, abatement or reduction for any reason whatsoever. Additionally, Lessee shall declare and pay all sales, use and personal property taxes to the appropriate taxing authorities. **If you are sales tax exempt, please provide a copy of your Exemption Certificate with the Lease Contract.** If Lessee provides the appropriate tax exemption certificates to DFS, sales and use taxes will not be collected by DFS. However, if your taxing authority assesses a **personal property tax** on leased equipment, and if DFS pays that tax under your lease structure, Lessee must reimburse DFS for that tax expense in connection with the Lessee's lease.

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PROPOSAL VALIDITY / APPROVALS: This is a proposal based upon market conditions and is valid for 30 days, is subject to final credit approval, review of the economics of the transaction, and execution of mutually acceptable documentation.

Caren Wright

FSR

Dell | Financial Services

office + 512-728-6628

caren_wright@dell.com

Proposed Products/Services

Proposer is requested to identify the proposed product(s)/service(s) to include but not limited to all necessary components to render it complete and operational. Please insure your proposal addresses each of the section items below:

Service Delivery

Proposer shall state service delivery times for the proposed services upon receipt of order from the City of McKinney.

Dell Response:

Estimated delivery time is 7 to 21 days after receipt of purchase order. The project timeline will be negotiated when creating the Statement of Work.

Drivers

Devices proposed must come with all drivers necessary for the systems and their components function as designed. These device drivers shall be packaged in such a way that the City can easily import them into Microsoft SCCM for use with remote desktop operating system deployment. A recovery disk does not meet this need.

Dell Response:

Driver cab files can be downloaded at any time. The city does not need a driver disk for every single system if they are using SCCM.

Cost

Please provide a current list price for each proposed endpoints to configure, install, remove old equipment, and dispose of packaging and equipment. The City plans to issue a purchase order for this procurement in July 2015.

Due to market conditions, costs can be modified to the benefit of the City of McKinney after the proposer has been awarded the contract.

Dell Response:

Dell acknowledges and has complied.

Value Added Services

Provide details of any functionality, products, services or upgrades that are not part of the RFP requirement but will be provided at no cost and are of real value to the City of McKinney. For example, supply of help desk managed services, included software, etc.

Dell Response:

- For every 50 all-in-one units purchased, Dell will supply at no additional cost a spare unit to be used at the discretion of the city. **Estimated value is \$16,398**
- For every 50 standard laptops purchased, Dell will supply at no additional cost a spare unit to be used at the discretion of the city. Docking station will be included. **Estimated value is \$6030.**
- For every 50 rugged units purchased, Dell will supply at no additional cost a spare unit to be used at the discretion of the city. **Estimated value is \$27,608.**
- Dell will supply at no additional cost 4 UltraSharp 34" curved monitors to be used at the discretion of the city. **Estimated value is \$4800.**



- For 2015 and 2016, Dell will support TechDirect fees for 2 technicians thereby allowing the city to be reimbursed for qualified repairs performed by trained personnel. **Valued at \$3000.**
- Free, one year subscription of Dell Data Protection Encryption/AV for each device purchased in 2015. **Suite is valued at \$129 per device.**



Proposed Product Information

Dell OptiPlex 9030 All-in-One

| Feature | OptiPlex 9030 All-in-One Technical Specifications | |
|---------------------------------------|---|--|
| Processors | Intel® 4th generation Core™ i5-i7 Quad Core, Core™ i3 Dual Core | |
| Chipset | Intel® 8 Series/LynxPoint Q87 Chipset | |
| Operating System Options ¹ | Microsoft® Windows 8.1 Standard 64-bit, Microsoft® Windows 8.1 Pro 64-bit Microsoft® Windows 8.1 Pro Downgrade to Windows 7 Professional Microsoft® Windows 7 Professional SP1 (32/64 bit) | |
| Panel | 23" Wide Viewing Angle, Full HD 1920x 1080 resolution with anti-glare coating; optional projected capacitive touch screen with edge to edge glass | |
| Video ² | Integrated Intel® HD Graphics 4600 (4th generation Core i5/i7 CPUs), Optional 2GB AMD Radeon™ R7 A265 | |
| Memory ^{2,3} | 2 SODIMM slots; Non-ECC dual-channel 1600MHz DDR3 SDRAM; supports up to 16GB | |
| Networking | Ethernet LAN 10/100/1000; supports optional wireless 802.11n/ac | |
| I/O Ports | USB 3.0 2side/4rear and USB 2.0 0side/2rear/3Internal, HDMI In/Out, Display Port 1.2, RJ-45, 1 Universal Headset (Side), Line-out 1 Rear | |
| Removable Media | SD Card (8in1), Supports optional optical disc drives | |
| Hard Drive ⁴ Options | Dual Hard Drive Support; Hard Disk Drives: up to 2TB ⁴ ; Supports Solid State Drives, Hybrid and Hybrid Opal SED FIPS ⁵ | |
| Camera | Fixed 2.0MP FHD webcam with Privacy Cover | |
| Chassis | Non-touch system | Touch System |
| System Dimensions (w/o stand) | H: 14.99in / 38.07cm W: 22.34in / 56.75cm D: 2.36in / 6.00cm | H: 14.99in / 38.07cm W: 22.34in / 56.75cm D: 2.31in / 5.86cm |
| Min. System Weight | 27.56lbs / 12.5kg | 30.89lbs / 14.01kg |
| Stand | Basic Stand, (Optional Height Adjustable Stand) | Basic Stand, (Optional Height Adjustable Stand) |
| Stand Depth | 8.07in / 20.5cm | 8.46in / 21.5cm |
| Stand Weight | 4.20lbs / 1.91kg | 5.54lbs / 2.52kg |
| Number of Bays | 2 internal 2.5" | |
| Expansion Slots | 1 NGFF connector | |
| Power Supply Unit | Internal; 180W up to 85% Efficient PSU (80 PLUS Bronze) | |
| Peripherals | Dell Lockable Port Cover, Dell Wireless Keyboard & Mouse – KM632, Jabra UC Voice 250 MS Headset | |
| Security | Trusted Platform Module ⁵ (TPM) 1.2, Dell Data Protection SecurityTools, Dell Data Protection Encryption, Dell Data Protection Protected Workspace, Chassis lock slot support, Lockable Port Cover, AIO Plate Lock, Setup/BIOS Password, I/O Interface Security, Intel® Trusted Execution Technology, Intel® Identity Protection Technology, Intel® Anti-Theft Technology, KACE Security, Dell Secure Works, BIOS support for optional Computrace ⁶ | |
| Systems Mgmt. | In Band Systems Management | |
| Environmental Regulations | Environmental Standards (eco-labels): ENERGY STAR 6.0, EPEAT Registered ⁷ , CECF, WEEE, Japan Energy Law, South Korea Eco-label, EU RoHS, China RoHS Carbon Off-set; Asset Resale and Recovery Service; built with plastics made from closed-loop recycled electronics | |
| Warranty Services | Limited Hardware Warranty ⁸ ; Standard Next Business Day On Site Service after Remote Diagnosis ⁹ (term varies by region); Optional 3-year Dell ProSupport™ for IT; 4 year and 5 year service and support options ¹⁰ | |

1. Offering may vary by region. Some items may be available post-RTS. For complete details, refer to the Technical Guidebook published on dell.com.

2. System Memory and Graphics: Significant system memory may be used to support graphics, depending on system memory size and other factors.

3. 4GB or Greater System Memory Capability: A 64-bit operating system is required to support 4GB or more of system memory.

4. Hard Drive: GB means 1 billion bytes and TB equals 1 trillion bytes; actual capacity varies with pre-coded material and operating environment and will be less.

5. TPM: TPM is not available in all regions.

6. Computrace: Not a Dell offer. Certain conditions apply. For full details, see terms and conditions at www.lockforlaptops.com.

7. Please refer to www.epeat.net for specific country registration rating and participation.

8. Limited Hardware Warranty: For copy of Ltd Hardware Warranty, write Dell USA LP, Attn: Warranties, One Dell Way, Round Rock, TX 78682 or see www.dell.com/warranty.

9. Onsite Service after Remote Diagnosis: Remote Diagnosis is determination by online/phone technician of cause of issue; may involve customer access to inside of system and multiple or extended sessions.

If issue is covered by Limited Hardware Warranty (www.dell.com/warranty) and not resolved remotely, technician and/or part will be dispatched, usually within 1 business day following completion of Remote Diagnosis. Availability varies. Other conditions apply.

10. Dell Services: Availability and terms of Dell Services vary by region. For more information, visit www.dell.com/servicesdescriptions.



Dell Precision T1700 Workstation

| | Dell Precision T1700 Mini Tower (MT) | Dell Precision T1700 Small Form Factor (SFF) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|--|---|--|-------------------------------------|---------------------------------|---|---|---|-------------------------------------|----|-----|-------------------|---|--|-------------------|---|--|------------------|---|---|-----------------------|---|--|--------------------|---|---|---|---|---|---------------------|---|--|--|--|--|------------------------|---|---|--|--|--|--|--|--|-----------------------|---|---|
| Processors | Intel® Xeon® Processor E3-1200 v3 Family; 4th generation Intel® Core™ i7 and i5; 4th generation Intel Core i3 coming soon Turbo Boost Technology 2.0 ³ and Intel Integrated HD Graphics on select processors; optional Intel vPro™ technology | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Operating Systems | • Windows® 8 Pro (64-Bit) • Genuine Windows® 7 Ultimate 64-Bit; Genuine Windows® 7 Ultimate 32-Bit • Genuine Windows® 7 Professional 64-Bit; Genuine Windows® 7 Professional 32-Bit • Red Hat® Enterprise Linux® WS v.6.4 EM64T • Ubuntu 12.04 Linux (China only) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Chipset | Intel® C226 Chipset | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Memory ^{2,4} | Up to 32GB 1600MHz ECC; up to 16GB 1600MHz non-ECC DDR3 memory; 4 DIMM slots | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Graphics ⁴ | Mini tower: one PCI Express® x16 Gen 3 graphic card up to 150W (total for graphics) (some cards available in dual config): Small form factor: one low profile PCI Express® x16 Gen 3 graphic card up to 50W (total for graphics): <table><tr><th>Mid-range 3D</th><th>MT</th><th>SFF</th><th>Entry 3D</th><th>MT</th><th>SFF</th><th>Professional 2D (not ISV certified)</th><th>MT</th><th>SFF</th></tr><tr><td>AMD FirePro W5000</td><td>☑</td><td></td><td>AMD FirePro V4900</td><td>☑</td><td></td><td>AMD FirePro 2270</td><td>☑</td><td>☑</td></tr><tr><td>NVIDIA® Quadro® K4000</td><td>☑</td><td></td><td>NVIDIA Quadro K600</td><td>☑</td><td>☑</td><td>Intel HD Graphics P4600/4600⁶</td><td>☑</td><td>☑</td></tr><tr><td>NVIDIA Quadro K2000</td><td>☑</td><td></td><td></td><td></td><td></td><td>NVIDIA Quadro NVS® 510</td><td>☑</td><td>☑</td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td>NVIDIA Quadro NVS 310</td><td>☑</td><td>☑</td></tr></table> | | Mid-range 3D | MT | SFF | Entry 3D | MT | SFF | Professional 2D (not ISV certified) | MT | SFF | AMD FirePro W5000 | ☑ | | AMD FirePro V4900 | ☑ | | AMD FirePro 2270 | ☑ | ☑ | NVIDIA® Quadro® K4000 | ☑ | | NVIDIA Quadro K600 | ☑ | ☑ | Intel HD Graphics P4600/4600 ⁶ | ☑ | ☑ | NVIDIA Quadro K2000 | ☑ | | | | | NVIDIA Quadro NVS® 510 | ☑ | ☑ | | | | | | | NVIDIA Quadro NVS 310 | ☑ | ☑ |
| Mid-range 3D | MT | SFF | Entry 3D | MT | SFF | Professional 2D (not ISV certified) | MT | SFF | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| AMD FirePro W5000 | ☑ | | AMD FirePro V4900 | ☑ | | AMD FirePro 2270 | ☑ | ☑ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| NVIDIA® Quadro® K4000 | ☑ | | NVIDIA Quadro K600 | ☑ | ☑ | Intel HD Graphics P4600/4600 ⁶ | ☑ | ☑ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| NVIDIA Quadro K2000 | ☑ | | | | | NVIDIA Quadro NVS® 510 | ☑ | ☑ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | NVIDIA Quadro NVS 310 | ☑ | ☑ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Storage Options ⁵ | Mini tower: up to two 3.5" or four 2.5" SATA drives; Small form factor: one 3.5" or two 2.5" SATA drives; Both: Intel Smart Response Technology (SRT) ⁷ ; Intel Rapid Start Technology (RST) ⁸ ; Smart Connect Technology (SCT) ⁹ with select drives: <table><tr><td>SATA 6.0Gb/s 7200RPM Up to 2.0TB</td><td>SATA 6.0Gb/s 10k RPM Up to 500GB</td><td>SATA 6.0Gb/s SSD Up to 256GB</td><td>Self Encrypting Drive (SED)¹⁰ 500GB</td></tr></table> | | SATA 6.0Gb/s 7200RPM Up to 2.0TB | SATA 6.0Gb/s 10k RPM Up to 500GB | SATA 6.0Gb/s SSD Up to 256GB | Self Encrypting Drive (SED) ¹⁰ 500GB | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| SATA 6.0Gb/s 7200RPM Up to 2.0TB | SATA 6.0Gb/s 10k RPM Up to 500GB | SATA 6.0Gb/s SSD Up to 256GB | Self Encrypting Drive (SED) ¹⁰ 500GB | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Storage Controller | Integrated: Intel Rapid Storage Technology supporting SATA 6Gb/s and host based RAID 0/1/5/10 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Communications | Integrated: Integrated Intel 82579 Gigabit Ethernet controller with Remote Wake UP, PXE and Jumbo frames support Optional: Broadcom NetXtreme 10/100/1000 Gigabit Ethernet controller (PCI Express card) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Audio Controller | Integrated Realtek ALC269Q High Definition Audio | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| I/O Ports | <table><tr><th>Front</th><th>Internal</th><th>Rear</th></tr><tr><td>2 - USB 2.0 2 - USB 3.0 1 - Microphone 1 - Headphone</td><td>1 - USB 2.0 (MT only) 2 - SATA 6.0Gb/s 2 - SATA 3.0Gb/s</td><td>4 - USB 2.0 2 - USB 3.0 2 - PS2 2 - DisplayPort 1 - VGA 1 - RJ45 1 - Serial 1 - Audio line-in / microphone 1 - Audio line-out</td></tr></table> | | Front | Internal | Rear | 2 - USB 2.0 2 - USB 3.0 1 - Microphone 1 - Headphone | 1 - USB 2.0 (MT only) 2 - SATA 6.0Gb/s 2 - SATA 3.0Gb/s | 4 - USB 2.0 2 - USB 3.0 2 - PS2 2 - DisplayPort 1 - VGA 1 - RJ45 1 - Serial 1 - Audio line-in / microphone 1 - Audio line-out | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Front | Internal | Rear | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2 - USB 2.0 2 - USB 3.0 1 - Microphone 1 - Headphone | 1 - USB 2.0 (MT only) 2 - SATA 6.0Gb/s 2 - SATA 3.0Gb/s | 4 - USB 2.0 2 - USB 3.0 2 - PS2 2 - DisplayPort 1 - VGA 1 - RJ45 1 - Serial 1 - Audio line-in / microphone 1 - Audio line-out | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Chassis | HxWxD: 14.17" x 6.89" x 17.13" / 360mm x 175mm x 435mm Bays: Two internal 3.5" bays; two external 5.25" optical bays Slots: One PCIe x16 Gen 3; one PCIe x16 Gen 2 wired x4; one PCIe x1; One PCI 32bit/33MHz Power Supply: 365W 90% efficient (80 Plus® Gold Certified); 290W 65% efficient | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Monitor Compatibility | HxWxD: 11.42" x 3.65" x 12.28" / 290mm x 92.6mm x 312mm Bays: One internal 3.5" bay (supports one 3.5" or two 2.5" drives); one external slimline optical bay Slots: One PCIe x16 Gen 3; one PCIe x4 (open ended) wired x4 Power Supply: 255W 90% efficient (80 Plus® Gold Certified); 255W 65% efficient | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Keyboard | Dell UltraSharp series - Award-winning high-performance monitors with PremierColor (on select models) and ultrawide viewing: 21.5"-30"; Dell Professional series monitors available: 17"-24". Dell Single Monitor Arm and Dual Monitor Stand. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Keyboard | Dell Smartcard Keyboard; Dell Business Multimedia Keyboard | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Mouse | Dell USB Optical Mouse; Dell Laser USB 6-Button Mouse | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Speakers | Dell 2.0 and 2.1 stereo speaker systems available; Dell sound bar for select flat-panel displays | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Storage Devices | Up to two optional optical drives: DVD-ROM; DVD+/-RW; Optional 19-in-1 media card reader (installed in 5.25" bay) (MT only) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Security Options ⁶ | Trusted Platform Module 1.2 (TPM 1.2); Intrusion switch; Setup/BIOS Password; I/O Interface Security; Kensington® lock slot; Padlock ring; lockable power supply; Dell Data Protection (DDP); DDP Security Tools for advanced authentication; DDP Protected Workspace for malware; DDP Encryption for data protection | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Environmental and Regulatory | ENERGY STAR® 5.2 configurations available including optional 80 PLUS® registered Gold power supplies; EPEAT® registered (see epeat.net for specific registration rating/status by country); China CEC; GS Mark. For a complete listing of declarations and certifications, see Dell's regulatory and compliance homepage at dell.com/regulatory_compliance | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Warranty and Support Services | Limited Hardware Warranty¹¹ ; Standard 1-year On Site Service after Remote Diagnosis ¹⁰ Optional: Optional Dell ProSupport and Dell ProSupport with Mission Critical offers premium support from expert technicians and 24x7 global availability and same day business response options for mission critical situations ¹¹ . | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

Learn more at dell.com/precision

1. ISV certification applies to select configurations.

2. A 64-bit operating system is required to support 4GB or more of system memory.

3. See spec.intel.com for specific registration rating/status by country.

4. GB means 1 billion bytes and TB equals 1 trillion bytes; significant system memory may be used to support graphics, depending on system memory size and other factors.

5. Intel Turbo Boost mode only available on Xeon, Core i7 and Core i5 processors. Intel Integrated HD Graphics only available with select processors.

6. GB means 1 billion bytes and TB equals 1 trillion bytes; actual capacity varies with preinstalled material and operating environment and will be less.

7. Some options available only in select regions.

8. Firmware requires proper storage configuration.

9. For copy of Ltd Hardware Warranty, write Dell USA LP; Attn: Warranties, One Dell Way, Round Rock, TX 78682 or see www.dell.com/warranty

10. Remote Diagnosis is determination by online/phone technician of cause of issue; may involve customer access to fields of system and multiple or extended sessions. If issue is covered by Limited Hardware Warranty (www.dell.com/warranty) and not resolved remotely, technician and/or part will be dispatched, usually within 1 business day following completion of Remote Diagnosis.

Availability varies. Other conditions apply.

11. Availability and terms of Dell Services vary by region. For more information, visit www.dell.com/servicesdescriptions.

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Dell Latitude 7000 Series (E7250 and E7450)

| Feature | Technical Specification | Technical Specification |
|--|--|--|
| Model Number | Latitude 7000 Series (E7250/7250) | Latitude 14 7000 Series (E7450) |
| Processor Options ¹ | 5th Generation Intel® Core™ up to i7 processors | 5th Generation Intel® Core™ up to i7 processors |
| Operating System ^{1,2} | Microsoft® Windows® 7 Professional 32/64 bit Microsoft® Windows® 7 Professional 32/64-bit (available through downgrade rights from Windows®8.1 Pro 64-bit) Microsoft® Windows® 8.1 64-bit Microsoft® Windows® 8.1 Pro 64-bit Microsoft® Windows® 8.1 Single Language 64-bit UBUNTU Linux 14.04 LTS (64-bit) | Microsoft® Windows® 7 Professional 32/64 bit Microsoft® Windows® 7 Professional 32/64-bit (available through downgrade rights from Windows®8.1 Pro 64-bit) Microsoft® Windows® 8.1 64-bit Microsoft® Windows® 8.1 Pro 64-bit Microsoft® Windows® 8.1 Single Language 64-bit UBUNTU Linux 14.04 LTS (64-bit) |
| Memory Options ^{1,2,3} | DDR3L SDRAM 1600MHz; 2 slots supporting up to 16GB | DDR3L SDRAM 1600MHz; 2 slots supporting up to 16GB |
| Chipset ¹ | Integrated with the processor (Wildcat Point LP), 5th Generation Intel® | Integrated with the processor (Wildcat Point LP), 5th Generation Intel® |
| Intel Responsiveness Technologies ⁴ | Optional Intel® Smart Connect Technology ³ | Optional Intel® Smart Connect Technology ³ |
| Graphics ^{1,2} | Intel® Integrated HD Graphics 5500 | Intel® Integrated HD Graphics 5500 Nvidia® GeForce® B40M |
| Display ¹ | 12.5" HD (1366 x 768) Anti Glare (16:9) WLED, 200 nits, Magnesium LCD back 12.5" FHD Touch with Corning® Gorilla® Glass NBT, (1920 x 1080) Anti Finger Print (16:9), WLED, 360 nits, Woven Carbon Fiber LCD back | 14.0" HD (1366 x 768) Anti Glare (16:9) WLED, 200 nits, Magnesium LCD back 14.0" FHD (1920 x 1080) Anti Glare (16:9) WLED, 300 nits, Magnesium LCD back 14.0" FHD Touch with Corning® Gorilla® Glass NBT (1920 x 1080) Anti Finger Print (16:9) WLED, 270 nits, Woven Carbon Fiber LCD back |
| Storage Options ^{1,2} | Up to 512GB Mobility Solid State Drive 256 GB SED SSD | 500GB 5400rpm HDD 500GB Solid State Hybrid drives (8GB Cache) Up to 512GB Mobility Solid State Drive 256 GB SED SSD Dell Fast Response Free Fall Sensor and HDD Isolation (standard feature) |
| Security ⁵ | FIPS Certified TPM Optional Swipe Fingerprint Reader Optional Smart Card Reader Optional Contactless Smart Card Reader/NFC Optional FIPS Certified Hardware Crypto Accelerator Optional Dell Control Vault™ Optional Computrace® DDP/Security Tools DDP/Protected Workspace (1 year subscription included) Optional DDP/E Encryption Software | FIPS Certified TPM Optional Swipe Fingerprint Reader Optional Smart Card Reader Optional Contactless Smart Card Reader/NFC Optional FIPS Certified Hardware Crypto Accelerator Optional Dell Control Vault™ Optional Computrace® DDP/Security Tools DDP/Protected Workspace (1 year subscription included) Optional DDP/E Encryption Software |
| Docking Options ¹ | EDocking base Non-eDocking Base | EDocking base |
| Optical Drive Options | External Options Only | External Options Only |
| Multimedia ² | High Quality Speakers Headset/mic combo jack Optional, noise reducing array microphones Optional HD or FHD video webcam | High Quality Speakers Headset/mic combo jack Optional, noise reducing array microphones Optional HD or FHD video webcam |
| Battery Options ¹ | 3-cell 39 Whr Lithium Polymer battery with ExpressCharge™ 4-cell 52 Whr Lithium Polymer battery with ExpressCharge™ | 3-cell 40 Whr Lithium Polymer battery with ExpressCharge™ 4-cell 54 Whr Lithium Polymer battery with ExpressCharge™ |
| Power Options ¹ | 65 Watt Adapter 90 Watt AC Adapter | 65 Watt Adapter 90 Watt AC Adapter |
| Connectivity options ^{1, 10, 14, 15} | 10/100/1000 Gigabit Ethernet Wireless LAN Options: Dell Wireless™ 1560 802.11AC Dual Band High Speed Wi-Fi + BT 4.0LE Wireless Card (2x2) Dell Wireless™ 1707 802.11N Single Band Wi-Fi + BT 4.0LE Wireless Card (1x1) Intel® Dual Band Wireless-AC 7265 802.11AC Wi-Fi + BT 4.0 LE Wireless Card (2x2) Intel® Dual Band Wireless-AC 7265 802.11AC Wi-Fi + BT 4.0 LE Wireless Card (2x2) (Indonesia) Intel® Dual Band Wireless-AN 7265 802.11AGN Wi-Fi + BT 4.0 LE Wireless Card (2x2) Intel® Dual Band Wireless-AN 7265 802.11AGN Wi-Fi Wireless Card (2x2) (No BT) Optional Mobile Broadband Options: ¹⁰ Qualcomm Gobi™ 4G LTE Wireless Card (Dell Wireless™ DW5808E for AT&T, Verizon, Sprint, US, Canada, generic) Qualcomm Gobi™ 4G LTE Wireless Card (Dell Wireless™ DW5809E (EMEA/APJ/ROW) Optional WiGig Option: Intel® Tri-Band Wireless-AC 17265 WiGig + WLAN + BT 4.0LE Wireless Card | 10/100/1000 Gigabit Ethernet Wireless LAN Options: Dell Wireless™ 1560 802.11AC Dual Band High Speed Wi-Fi + BT 4.0LE Wireless Card (2x2) Dell Wireless™ 1707 802.11N Single Band Wi-Fi + BT 4.0LE Wireless Card (1x1) Intel® Dual Band Wireless-AC 7265 802.11AC Wi-Fi + BT 4.0 LE Wireless Card Intel® Dual Band Wireless-AC 7265 802.11AC Wi-Fi + BT 4.0 LE Wireless Card (Indonesia) Intel® Dual Band Wireless-AN 7265 802.11AGN Wi-Fi + BT 4.0 LE Wireless Card Intel® Dual Band Wireless-AN 7265 802.11AGN Wi-Fi Wireless Card (No BT) Optional Mobile Broadband Options: ¹⁰ Qualcomm Gobi™ 4G LTE Wireless Card (Dell Wireless™ DW5808E for AT&T, Verizon, Sprint, US, Canada, generic) Qualcomm Gobi™ 4G LTE Wireless Card (Dell Wireless™ DW5809E (EMEA/APJ/ROW) Optional WiGig Option: Intel® Tri-Band Wireless-AC 17265 WiGig + WLAN + BT 4.0LE Wireless Card |



| Feature | Technical Specification | Technical Specification |
|--|--|--|
| Model Number | Latitude 12 7000 Series (E7250/7250) | Latitude 14 7000 Series (E7450) |
| Ports, Slots & Chassis ¹ | Universal Jack SD 4.0 Memory card reader Optional E docking connector, 3 USB 3.0 (one with PowerShare), HDMI, mDP Network connector (RJ-45), SIM card slot Non dock: 1 M.2 expansion slot: 1 WLAN/BT/WiGig E-Dock: 2 M.2 expansion slots: 1 WWAN/SSD and 1 WLAN/BT/WiGig Optional SmartCard Reader and optional Fingerprint Reader Lock slot | Universal Jack SD 4.0 Memory card reader Optional E docking connector, 3 USB 3.0, HDMI, mDP Network connector (RJ-45), SIM card slot 3 USB 3.0 (one with PowerShare) E-Dock: 2 M.2 expansion slots: 1 WWAN/SSD and 1 WLAN/BT/WiGig Optional SmartCard Reader and optional Fingerprint Reader Lock slot |
| Dimensions & Weight ^{1, 10} | Width: 12.2" / 310.5mm Height: .76" / 19.4mm (non-Touch) Depth: 8.3" / 211.0mm Starting weight: 2.76lbs / 1.25kg (with 3-cell battery) | Width: 13.3" / 337.0mm Height: .80" / 20.4mm Depth: 9.12" / 231.5mm Starting weight: 3.43lbs / 1.56kg (with 3-cell battery) |
| Regulatory and Environmental Compliance ¹ | Regulatory Model: P22S Regulatory Type: P22S002 ENERGY STAR 6.0 EPEAT Registered. For specific country participation and rating, please see www.epeat.net BFR/PVC free ⁹ | Regulatory Model: P40G Regulatory Type: P40G002 ENERGY STAR 6.0 EPEAT Registered. For specific country participation and rating, please see www.epeat.net BFR/PVC free ⁹ |
| Input ¹ | Single Pointing non-backlit Keyboard Single Pointing backlit Keyboard Multi-touch Touchpad | Single Pointing non-backlit Keyboard Dual Pointing backlit Keyboard Multi-touch Touchpad |
| Systems Management ¹ | Intel® vPro™ Technology's advanced management features (optional, requires Intel WiFi® Link WLAN and a vPro compatible processor) | Intel® vPro™ Technology's advanced management features (optional, requires Intel WiFi® Link WLAN and a vPro compatible processor) |
| Warranty and Service ¹ | Limited Hardware Warranty ⁴ ; Standard 1 year Mail-in Service after Remote Diagnosis ¹¹ ; optional 3 year, 4 year and 5 year hardware warranty extensions and 3-5 year Dell ProSupport contracts available. ¹² | Limited Hardware Warranty ⁴ ; Standard 1 year Mail-in Service after Remote Diagnosis ¹¹ ; optional 3 year, 4 year and 5 year hardware warranty extensions and 3-5 year Dell ProSupport contracts available. ¹² |
| Peripheral Ecosystem ¹ | Dell E-Port Replicator, Dell UltraSharp 24 Monitor, Dell Wireless Keyboard & Mouse, Dell Mini DisplayPort to VGA Adapter, Dell Premier Briefcase, Dell Portable Power Companion | Dell E-Port Replicator, Dell UltraSharp 24 Monitor, Dell Wireless Keyboard & Mouse, Dell Mini DisplayPort to VGA Adapter, Dell Premier Briefcase, Dell Portable Power Companion |

¹ Offering may also vary by country and by configuration

² A 64-bit operating system is required to support 4GB or more of system memory.

³ GB means 1 billion bytes and TB equals 1 trillion bytes; actual capacity varies with preloaded material and operating environment and will be less.

⁴ Limited Hardware Warranty: For copy of Limited Hardware Warranty, write Dell USA LP, Attn: Warranties, One Dell Way, Round Rock, TX 78682 or see

⁵ GB means 1 billion bytes and TB equals 1 trillion bytes; actual capacity varies with preloaded material and operating environment and will be less.

⁶ COMPUTRACE Not a Dell offer. Certain conditions apply. For full details, see terms and conditions at www.absolute.com/en/about/legal/agreements.

⁷ Intel Rapid Storage Technology requires a HDD, mSATA, or an SSD, as primary storage device

⁸ Intel Smart Connect Technology: Requires an SSD or mSATA drive only and a recognized Internet connection. System must be on or in sleep mode with application running to update.

⁹ Dell Latitude 7000 Series are brominated flame retardant free (BFR-free) and polyvinyl chloride free (PVC-free); meeting the definition of BFR-/PVC-free as set forth in the (INEMI) Position Statement on the "Definition of Low-Halogen Electronics (BFR-/CFR-/PVC-free)". Plastic parts contain less than 1,000 ppm (0.1%) of bromine (if the Br source is from BFRs) and less than 1,000 ppm (0.1%) of chlorine (if the Cl source is from CFRs or PVC or PVC copolymers). All printed circuit board (PCB) and substrate laminates contain bromine/chlorine total less than 1,500 ppm (0.15%) with a maximum chlorine of 900 ppm (0.09%) and maximum bromine being 900 ppm (0.09%).

¹⁰ Mobile Broadband Subject to service provider's broadband subscription and coverage area; additional charges apply.

¹¹ Onsite Service after Remote Diagnosis: Remote Diagnosis is determination by online/phone technician of cause of issue; may involve customer access to inside of system and multiple or extended sessions. If issue is covered by Limited Hardware Warranty (www.dell.com/warranty) and not resolved remotely, technician and/or part will be dispatched, usually within 1 business day following completion of Remote Diagnosis. Availability varies. Other conditions apply.

¹² Dell Services: Availability and terms of Dell Services vary by region. For more information, visit www.dell.com/servicesdescriptions.

¹³ GB means 1 billion bytes and TB equals 1 trillion bytes; significant system memory may be used to support graphics, depending on system memory size and other factors.

¹⁴ Miracast Wireless Technology: Requires a compatible media adapter (sold separately) and an HDMI-enabled display.

¹⁵ Intel Wireless Display: Requires an Intel wireless card, a compatible media adapter (sold separately) and an HDMI or composite AV-enabled display.

¹⁶ Weights vary depending on configuration and manufacturing variability.



Dell Precision M2800

Dell Precision M2800

| Feature | Technical Specification |
|---|---|
| Processor Options | 4th Generation Intel® Core™ up to i7 Processors |
| Operating System Options | Microsoft® Windows 7 Professional 64 bit |
| Memory ^{4,9} Options | DDR3L SDRAM 1600MHz; 2 slots supporting up to 16GB |
| Chipset | Mobile Intel® QM87 Express Chipset |
| Graphics ⁶ Options | Intel® Integrated HD Graphics 4600 AMD FirePro W4170M with 2GB GDDR5 memory |
| Display Options | 15.6" HD (1366x768) Anti-Glare LED 15.6" FHD (1920x1080) Anti-Glare LED |
| Storage Options | Standard 500GB Hard Disk Drive Up to 1TB Hybrid hard drive 500GB FIPS Self-Encrypting Drive ¹ Solid State Drives up to 256GB Encrypted Solid State Drive Dell Fast Response Free Fall Sensor and HDD Isolation (standard on the motherboard) |
| Optical Drive Options | DVD-ROM, DVD+/-RW |
| Multimedia | High Quality Speakers, stereo global headset jack, integrated noise reducing array microphones Integrated HD video webcam and Dell Webcam Central software |
| Battery Options | 6-cell (65Wh) Lithium Ion battery with ExpressCharge™ 9-cell (97Wh) Lithium Ion battery with ExpressCharge™ |
| Power Options | 130 Watt AC Adapter |
| Connectivity Options | 10/100/1000 Gigabit Ethernet Wireless LAN Options⁴: Intel® Centrino® Advanced-N 6235 + Bluetooth® 4.0 Intel® Dual Band Wireless AC 7260 + Bluetooth 4.0 (802.11 AC / 866MBPS / 2x2) Mobile Broadband¹ & GPS Options (not available in Malaysia & Thailand): Dell Wireless™ 5570 ¹ HSPA+ (42Mbps) Mini Card |
| Ports, Slots & Chassis | Stereo global headset jack, Memory card reader, Docking connector, VGA, HDMI, USB3.0 (4) Network connector (RJ-45), SIM card connector, 1 full (WWAN) and two half (WLAN, DDPE ¹) card slots Optional ¹ SmartCard Reader/Contactless Smartcard Reader/Fingerprint Reader with 54mm Express Card Optional ¹ SmartCard Reader/Contactless Smartcard Reader/FIPS certified Fingerprint Reader with 54mm Express Card Kensington slot |
| Input Device Options | Dual pointing keyboard: standard or backlit, Multi-touch Touchpad |
| Security | Dell Data Protection Security Tools Dell Data Protection Encryption Software Upsell Options Dell Data Protection Protected Workspace (1 year subscription included, Windows® 7) TPM 1.2 (availability subject to regional restrictions ¹¹) Lock slot |
| Dimensions | Width: 379.00 mm (14.92 inches) Height: 33.4mm (1.31 inches) Depth: 250.50 mm (9.86 inches) Starting weight ⁵ : 5.64lbs / 2.56kg (with 6-cell battery and ODD) |
| Recommended Accessories | In the office: Dell UltraSharp monitors; Dell MD514 Dual monitor Stand, Dell E-Port Plus Advanced Port Replicator, Dell KM714 premium wireless keyboard & mouse combo On the go: Targus 16" Drifter Backpack; Dell Spare 3-Prong AC adapter |
| Regulatory and Environmental Compliance | Regulatory Model: P29F, Regulatory Type: P29F001 EPEAT Registered. For specific country participation and rating, please see www.epeat.net BFR/PVC free ⁸ |
| Systems Management | Intel® vPro™ Technology's advanced management features (optional, requires Intel WiFi® Link WLAN) |
| Warranty & Support Services | Limited Hardware Warranty ¹⁰ ; Standard 3-year On Site Service after Remote Diagnosis ⁷ . Optional 3 year Dell ProSupport offers premium support from expert technicians and 24x7 global availability ⁷ , 4 year and 5 year service and support options ³ |
| Configuration Services ³ | Factory Image load, BIOS Customization, Hardware Customization, Asset Tagging and Reporting |



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Latitude 14 5000 Series

| Feature | Technical Specification | Technical Specification |
|--|---|--|
| Model Number ¹ | Latitude 14 5000 Series (E5450/5450) September 2014-April 2015 | Latitude 14 5000 Series (E5450/5450) January 2015 |
| Processor Options ¹ | 4th Generation Intel® Celeron (late 2014) and Core™ i3/5 Processors | 5th Generation Intel® Celeron, up to Core™ i7 processors |
| Operating System ^{1,2} | Microsoft® Windows® 7 Professional 32/64-bit Microsoft® Windows® 7 Professional 32/64-bit (available through downgrade rights from Windows®8.1 Pro 64-bit) Microsoft® Windows® 8.1 64-bit Microsoft® Windows® 8.1 Pro 64-bit Microsoft® Windows® 8.1 Single Language 64-bit UBUNTU Linux 14.04 LTS (64-bit) | Microsoft® Windows® 7 Professional 32/64-bit Microsoft® Windows® 7 Professional 32/64-bit (available through downgrade rights from Windows®8.1 Pro 64-bit) Microsoft® Windows® 8.1 64-bit Microsoft® Windows® 8.1 Pro 64-bit Microsoft® Windows® 8.1 Single Language 64-bit UBUNTU Linux 14.04 LTS (64-bit) |
| Memory Options ^{1,2,3} | DDR3L SDRAM 1600MHz; up to 2 slots supporting up to 8GB | DDR3L SDRAM 1600MHz; up to 2 slots supporting up to 16GB |
| Chipset ¹ | Integrated with the Processor | Integrated with the Processor |
| Intel Responsiveness Technologies ¹ | Intel® Rapid Storage Technology, ⁷ Optional Intel® Smart Connect Technology ⁸ | Intel® Rapid Storage Technology, ⁷ Optional Intel® Smart Connect Technology ⁸ |
| Graphics ^{1,11} | Intel® Integrated HD Graphics (Celeron) (Late 2014) Intel® Integrated HD Graphics 4400 (Core i) | Intel® Integrated HD Graphics (Celeron) Intel® Integrated HD Graphics 5500 (Core i) Nvidia® GeForce® 830M Nvidia® GeForce® 840M |
| Display ⁴ | 14.0" HD (1366 x 768) Anti Glare (16:9) WLED, 200 nits, Glass Fiber Reinforced Polymer LCD back 14.0" FHD (1920 x 1080) Anti Glare (16:9) WLED, 300 nits, Magnesium LCD back 14.0" FHD Touch with Corning® Gorilla® Glass NBT (1920 x 1080) (16:9) WLED, 270 nits, Magnesium LCD back | 14.0" HD (1366 x 768) Anti Glare (16:9) WLED, 200 nits, Glass Fiber Reinforced Polymer LCD back 14.0" HD Touch with Corning® Gorilla® Glass NBT (1366 x 768) (16:9) WLED, 200 nits, Magnesium LCD back 14.0" FHD (1920 x 1080) Anti Glare (16:9) WLED, 300 nits, Magnesium LCD back 14.0" FHD Touch with Corning® Gorilla® Glass NBT (1920 x 1080) (16:9) WLED, 270 nits, Magnesium LCD back |
| Storage Options ^{1,5} | 500GB 7200rpm HDD 128GB SSD Dell Fast Response Free Fall Sensor and HDD Isolation (standard feature) | 250GB 7200rpm HDD 500GB 7200rpm HDD 1TB 5400rpm HDD 500GB HDD Hybrid 8GB 128GB SSD 256GB SSD 512GB SSD 128GB mSATA SSD 256GB mSATA SSD OPAL Self Encrypting Drive 500GB 5400rpm HDD FIPS Self Encrypting Drive 500GB 7200rpm HDD FIPS 500GB Hybrid 8GB FIPS Self Encrypting Drive (Spring 2015) Dell Fast Response Free Fall Sensor and HDD Isolation (standard feature) |
| Security ⁶ | FIPS Certified TPM Optional Swipe Fingerprint Reader Optional Smart Card Reader Optional Contactless Smart Card Reader/NFC Optional FIPS Certified Hardware Crypto Accelerator(HCA) Optional Dell Control Vault™ Optional Computrace® DDP Security Tools DDP Protected Workspace (1 year subscription included) Optional DDP E Encryption Software | FIPS Certified TPM 1.2 Optional Swipe Fingerprint Reader Optional Smart Card Reader Optional Contactless Smart Card Reader/NFC Optional FIPS Certified Hardware Crypto Accelerator(HCA) Optional Dell Control Vault™ Optional Computrace® DDP Security Tools DDP Protected Workspace (1 year subscription included) Optional DDP E Encryption Software |
| Docking Options ¹ | EDocking Base Non-EDocking Base | EDocking Base Non-EDocking Base |
| Optical Drive Options | External Options Only | External Options Only |
| Multimedia ¹ | High Quality Speakers Headset/mic combo jack Optional noise reducing array microphones Optional HD video webcam | High Quality Speakers Headset/mic combo jack Optional noise reducing array microphones Optional HD video webcam |
| Battery Options ¹ | 38 Whr (3 Cell) Lithium Polymer battery with ExpressCharge™ 51 Whr (4 Cell) Lithium Polymer battery with ExpressCharge™ 51 Whr (4 Cell) Long Life Cycle Lithium Polymer battery with ExpressCharge™ | 38 Whr (3 Cell) Lithium Polymer battery with ExpressCharge™ 51 Whr (4 Cell) Lithium Polymer battery with ExpressCharge™ 51 Whr (4 Cell) Long Life Cycle Lithium Polymer battery with ExpressCharge™ 62 Whr (4 cell) Lithium Polymer battery (Spring 2015) |
| Power Options ¹ | 65 Watt AC Adapter 90 Watt AC Adapter (regional offering) Optional 65W BFR/PVC Free AC Adapter | 65 Watt AC Adapter 90 Watt AC Adapter (regional offering/optional) Optional 65W BFR/PVC Free AC Adapter |



| Feature | Technical Specification | Technical Specification |
|--|--|--|
| Model Number ¹ | Latitude 14 5000 Series (E5450/5450) September 2014-April 2015 | Latitude 14 5000 Series (E5450/5450) January 2015 |
| Connectivity options ^{1,14,15} | 10/100/1000 Ethernet Wireless LAN Options: Dell Wireless™ 1707 802.11N Single Band Wi-Fi + BT 4.0 LE Wireless Card (1x1) Intel® Dual Band Wireless-AC 7265 802.11AC Wi-Fi + BT 4.0 LE Wireless Card (2x2) Intel® Dual Band Wireless-AC 7265 802.11AC Wi-Fi + BT 4.0 LE Wireless Card (Indonesia) (2x2) Intel® Dual Band Wireless-AC 7265 802.11AGN Wi-Fi + BT 4.0 LE Wireless Card (2x2) Intel® Dual Band Wireless-AN 7265 802.11AGN Wi-Fi Wireless Card (No BT) (2x2) Optional Mobile Broadband Options:¹⁰ Qualcomm Gobi™ 4G LTE Wireless Card (Dell Wireless™ DW5809E EMEA/APJ/ROW) | 10/100/1000 Ethernet Wireless LAN Options: Dell Wireless™ 1707 802.11N Single Band Wi-Fi + BT 4.0 LE Wireless Card (1x1) Intel® Dual Band Wireless-AC 7265 802.11AC Wi-Fi + BT 4.0 LE Wireless Card (2x2) Intel® Dual Band Wireless-AC 7265 802.11AC Wi-Fi + BT 4.0 LE Wireless Card (Indonesia) (2x2) Intel® Dual Band Wireless-AN 7265 802.11AGN Wi-Fi + BT 4.0 LE Wireless Card (2x2) Intel® Dual Band Wireless-AN 7265 802.11AGN Wi-Fi Wireless Card (No BT) (2x2) Optional Mobile Broadband Options: Qualcomm Gobi™ 4G LTE Wireless Card (Dell Wireless™ DW5808E for AT&T, Verizon, Sprint, US, Generic, Canada) Qualcomm Gobi™ 4G LTE Wireless Card (Dell Wireless™ DW5809E EMEA/APJ/ROW) Optional WiGig Option: Intel® Tri-Band Wireless-AC 17265 WiGig + WLAN + BT4.0 LE Wireless Card |
| Ports, Slots & Chassis ¹ | Universal Jack SD 4.0 Memory card reader Optional Edocking connector, 3 USB 3.0 (one with PowerShare), HDMI, VGA Network connector (RJ-45), SIM card slot optional Two M.2 Expansion slots: 1 WWAN/HCA and 1 WLAN/BT/WiGig Optional SmartCard Reader and optional Fingerprint Reader Lock slot | Universal Jack SD 4.0 Memory card reader Optional Edocking connector, 3 USB 3.0 (one with PowerShare), HDMI, VGA Network connector (RJ-45), SIM card slot optional Two M.2 Expansion slots: 1 WWAN/HCA and 1 WLAN/BT/WiGig Optional SmartCard Reader and optional Fingerprint Reader Lock slot |
| Dimensions & Weight ^{1,16} | Width: 13.2" / 334.9mm Height (rear): 0.9" / 22.85mm Depth: 9.1" / 231.15mm Starting weight: 3.98 lbs. / 1.81 kg (3 cell battery, mSATA, non touch, FHD LCD) | Width: 13.2" / 334.9mm Height (rear): 0.9" / 22.85mm Depth: 9.1" / 231.15mm Starting weight: 3.98 lbs. / 1.81 kg (3 cell battery, mSATA, non touch, FHD LCD) |
| Regulatory and Environmental Compliance ¹ | Regulatory Model: P48G Regulatory Type: P48G001 ENERGY STAR 6.0 EPEAT Gold Registered. For specific country participation and rating, please see www.epeat.net BFR/PVC free ⁹ | Regulatory Model: P48G Regulatory Type: P48G001 ENERGY STAR 6.0 EPEAT Gold Registered. For specific country participation and rating, please see www.epeat.net BFR/PVC free ⁹ |
| Input ¹ | Single Pointing non-backlit Keyboard Dual Pointing backlit Keyboard Multi-touch Touchpad | Single Pointing non-backlit Keyboard Dual Pointing backlit Keyboard Multi-touch Touchpad |
| Systems Management ¹ | Intel® vPro™ Technology's advanced management features (optional, requires Intel WiFi® Link WLAN and a vPro compatible processor) | Intel® vPro™ Technology's advanced management features (optional, requires Intel WiFi® Link WLAN and a vPro compatible processor) |
| Warranty and Service ¹ | Limited Hardware Warranty ⁴ Standard 1 year Mail-in Service after Remote Diagnosis ¹¹ optional 3, 4 and 5 year hardware warranty extensions and 3-5 year Dell ProSupport contracts available ¹² | Limited Hardware Warranty ⁴ Standard 1 year Mail-in Service after Remote Diagnosis ¹¹ optional 3, 4 and 5 year hardware warranty extensions and 3-5 year Dell ProSupport contracts available ¹² |
| Peripheral Ecosystem ¹ | Dell E-Port Replicator, Dell 23 Monitor, Dell Wireless Keyboard & Mouse, Dell Professional Topload Carrying Case, Dell Portable Power Companion | Dell E-Port Replicator, Dell 23 Monitor, Dell Wireless Keyboard & Mouse, Dell Professional Topload Carrying Case, Dell Portable Power Companion |

¹ Offering may also vary by country and by configuration² A 64-bit operating system is required to support 4GB or more of system memory.³ GB means 1 billion bytes and TB equals 1 trillion bytes; actual capacity varies with preloaded material and operating environment and will be less.⁴ Limited Hardware Warranty: For copy of Limited Hardware Warranty, write Dell USA LP, Attn: Warranties, One Dell Way, Round Rock, TX 78682 or see www.dell.com/warranty⁵ GB means 1 billion bytes and TB equals 1 trillion bytes; actual capacity varies with preloaded material and operating environment and will be less.⁶ COMPUTRACE Not a Dell offer. Certain conditions apply. For full details, see terms and conditions at www.absolute.com/en/about/legal/agreements.⁷ Intel Rapid Storage Technology requires a HDD, mSATA, or an SSD, as primary storage device⁸ Intel Smart Connect Technology: Requires an SSD or mSATA drive only and a recognized Internet connection. System must be on or in sleep mode with application running to update⁹ Dell Latitude 5000 Series are brominated flame retardant free (BFR-free) and polyvinyl chloride free (PVC-free); meeting the definition of BFR-/PVC-free as set forth in the iNEM Position Statement on the 'Definition of Low-Halogen Electronics (BFR-/PVC-free)'. Plastic parts contain less than 1,000 ppm (0.1%) of bromine (if the Br source is from BFRs) and less than 1,000 ppm (0.1%) of chlorine (if the Cl source is from CFRs or PVC or PVC copolymers). All printed circuit board (PCB) and substrate laminates contain bromine/chlorine total less than 1,500 ppm (0.15%) with a maximum chlorine of 900 ppm (0.09%) and maximum bromine being 900 ppm (0.09%).¹⁰ Mobile Broadband Subject to service provider's broadband subscription and coverage area; additional charges apply.¹¹ Onsite Service after Remote Diagnosis: Remote Diagnosis is determination by online/phone technician of cause of issue; may involve customer access to inside of system and multiple or extended sessions. If issue is covered by Limited Hardware Warranty (www.dell.com/warranty) and not resolved remotely, technician and/or part will be dispatched, usually within 1 business day following completion of Remote Diagnosis. Availability varies. Other conditions apply.¹² Dell Services: Availability and terms of Dell Services vary by region. For more information, visit www.dell.com/servicesdescriptions.¹³ GB means 1 billion bytes and TB equals 1 trillion bytes; significant system memory may be used to support graphics, depending on system memory size and other factors.¹⁴ Miracast Wireless Technology: Requires a compatible media adapter (sold separately) and an HDMI-enabled display.¹⁵ Intel Wireless Display: Requires an Intel wireless card, a compatible media adapter (sold separately) and an HDMI or composite AV-enabled display.¹⁶ Weights vary depending on configuration and manufacturing variability.

Latitude 14 Rugged Extreme

Specifications

| Feature | Technical specification |
|-------------------------------------|--|
| Name / model | Latitude 14 Rugged Extreme / 7404 |
| Processors | Fourth-generation Intel® Core™ i3, i5 and i7 dual-core processors |
| Operating systems | Windows® 8.1 Pro (64-bit) or Genuine Windows® 7 Professional (64-bit); Optional Windows 8.1 (64-bit), Windows 7 Professional (32-bit), Linux Ubuntu 12.04 |
| Memory ⁶ | 2 DIMM slots supporting up to 16GB 1600MHz DDR3L |
| Chipset | Mobile Intel Lynx chipset |
| Graphics ⁷ | Integrated Intel HD Graphics 4400 (i3/i5) or Intel HD Graphics 5000 (i7); Optional NVIDIA® GeForce® GT 720M (DDR3 2GB) discrete graphics with Optimus™ |
| Display | 14.0" HD (1366 x 768) 16:9 Direct-View outdoor-readable display with resistive touchscreen |
| Storage ⁸ | 128GB, 256GB or 512GB mobility solid state drives; Optional 256GB mSATA SED SSD |
| Multimedia | High-quality speaker, integrated noise-reducing array microphones, stereo headphone/microphone combo jack, Optional integrated FHD video webcam with privacy shutter |
| Battery | 6-cell (65 Whr) or 9-cell (97 Whr) lithium-ion batteries; Optional 6-cell (58 Whr) or 9-cell (87 Whr) long life cycle lithium-ion batteries with 3 year warranty |
| Power | 65W or 90W AC adapters; Optional 90W auto/air DC adapter |
| Connectivity | 10/100/1000 gigabit Ethernet and triple RF-passthrough (GPS, mobile broadband and WLAN) Wireless LAN: Intel® Dual Band Wireless-AC 7260 (802.11ac, dual band, 2x2, up to 867 Mbps) with Bluetooth® 4.0 + vPro™ Mobile broadband^{4, 9}: Optional Dell Wireless 5808E multi-mode Gobi™ 5000 4G LTE card (US and Canada only: AT&T, Verizon, Sprint, Rogers, Telus); Optional Dell Wireless 5570E single-mode HSPA+ card GPS: Optional SiRFstarV™ dedicated GPS and antenna |
| Ports, slots and peripherals | Ports: USB 3.0 (2), USB 2.0 (2), native RS-232 serial ports (2), RJ-45 gigabit Ethernet network connectors (2), stereo headphone/microphone combo jack, pogo-pin docking connector, VGA, HDMI Slots: Memory card reader; ExpressCard 54 mm or PCMCIA: M.2 slots (2 internal); Optional DVD+/-RW Optional docking and peripherals: Rugged desk dock, third-party vehicle docking ⁹ , Quick-Disconnect shoulder strap |
| Security | Steel-reinforced cable lock slot, SmartCard reader, contactless SmartCard reader, optional fingerprint reader, TPM 1.2 ⁹ , ControlVault™ advanced authentication, Dell Security Tools, Dell Data Protection Encryption, NIST SP800-147 secure platform, Dell Backup and Recovery |
| Dimensions and weight ¹⁰ | Dimensions: (WxDxH) 14.0" x 9.7" x 2.03" (356 x 247 x 52 mm) Weight: Starting at 7.79 lbs. (3.54 kg) with 6-cell battery and no optical drive |
| Input | Customizable RGB backlit keyboard; Optional rubberized RGB backlit keyboard (English only); Resistive touchpad, Resistive single-point gloved-capable touch screen |
| Management | Intel vPro™ technology's advanced management features on i5/i7 configurations |
| Regulatory and environmental | Regulatory model: P45G Regulatory type: P45G001 Energy Star 6.0, EPEAT MIL-STD-810G testing¹: Transit drop (72", 60", 48"; single unit; 78 drops), operating drop (36"), blowing rain, blowing dust, blowing sand, vibration, functional shock, humidity, salt fog (with rubberized keyboard), altitude, explosive atmosphere, solar radiation, thermal extremes, thermal shock, freeze/thaw, tactical standby to operational Operating thermal range: -20°F to 145°F (-29°C to 63°C); Non-operating range: -60°F to 160°F (-51°C to 71°C) IEC 60529 ingress protection¹: IP-65 (dust-tight, protected against pressurized water) Hazardous locations: ANSI/ISA.12.12.01 certification capable ¹ (Class I, Division 2, Groups A, B, C, D) Electromagnetic interference: MIL-STD-461F certified ¹ |

¹ Based on testing and certification to MIL-STD-810G, IEC 60529 (IP-65), MIL-STD-461F, and ANSI/ISA.12.12.01 standards, performed and reported independently by accredited testing companies.

ANSI/ISA.12.12.01 must be specified at time of order for certification. Contact your sales representative for more information.

² Based on testing using the Mobile Mark 2012 Productivity battery life benchmark test. For more information about this benchmark test, visit www.bapco.com. Test results should be used only to compare one product with another and are not a guarantee you will experience the same battery life. Battery life may be significantly less than the test results and varies depending on your product's configuration, software, usage, operating conditions, power management settings and other factors. Maximum battery life will decrease with time and use.

³ Where wireless access is available. Additional access charges apply in some locations.

⁴ Subject to service provider's broadband subscription and coverage area; additional charges apply.

⁵ Contact your sales representative for feature availability.

⁶ A 64-bit operating system is required to support 4GB or more of system memory.

⁷ Significant system memory may be used to support graphics, depending on system memory size and other factors.

⁸ GB means 1 billion bytes and TB equals 1 trillion bytes; actual capacity varies with preloaded material and operating environment and will be less.

⁹ Regional availability may vary for some offerings. Vehicle docking and other peripherals may be offered by third-party providers.

¹⁰ Weights vary depending on configuration and manufacturing variability.



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Latitude 12 Rugged Extreme

Specifications

| Feature | Technical specification |
|-------------------------------------|---|
| Name / model | Dell Latitude 12 Rugged Extreme / 7204 |
| Processors | Fourth-generation Intel® Core™ i3, i5 and i7 dual-core processors |
| Operating systems | Windows® 8.1 Pro (64-bit) or Genuine Windows® 7 Professional (64-bit); Optional Windows 8.1 (64-bit), Windows 7 Home Basic, Home Premium, Professional or Ultimate (64 or 32-bit), Linux Ubuntu 12.04 |
| Memory ⁶ | 2 DIMM slots supporting up to 16GB 1600MHz DDR3L |
| Chipset | Mobile Intel Lynx chipset |
| Graphics ⁷ | Integrated Intel HD Graphics 4400 (i3/i5) or Intel HD Graphics 5000 (i7) |
| Display | 11.6" HD (1366 x 768) 16:9 Direct-View outdoor-readable display with resistive multi-touch |
| Storage ⁸ | 128GB, 256GB or 512GB mSATA mobility solid state drives; Optional 256GB mSATA SED SSD |
| Multimedia | High-quality speaker, integrated noise-reducing array microphones, stereo headphone/microphone combo jack, Optional integrated FHD video front webcam with privacy shutter, available 8MP rear camera with LED flash |
| Battery | 4-cell (58 Whr) lithium-ion battery; Optional 4-cell (51 Whr) long life cycle lithium-ion battery with 3 year warranty |
| Power | 65W AC adapter; Optional 90W auto/air DC adapter |
| Connectivity | 10/100/1000 gigabit Ethernet and triple RF-passthrough (GPS, mobile broadband and WLAN) Wireless LAN: Intel® Dual Band Wireless-AC 7260 (802.11ac, dual band, 2x2, up to 867 Mbps) with Bluetooth® 4.0 + vPro™ Mobile broadband^{4, 9}: Optional Dell Wireless 5808E multi-mode Gobi™ 5000 4G LTE card with A-GPS (US and Canada only: AT&T, Verizon, Sprint, Rogers, Telus); Optional Dell Wireless 5570E single-mode HSPA+ card with A-GPS GPS: Optional SIRFstarV™ dedicated GPS and antenna |
| Ports, slots and peripherals | Ports: USB 3.0 (2*), USB 2.0, native RS-232 serial port, RJ-45 gigabit Ethernet network connector, stereo headphone/microphone combo jack, pogo-pin docking connector, VGA, HDMI Slots: Memory card reader*, ExpressCard 54 mm or PCMCIA (* Selecting ExpressCard or PCMCIA replaces 1 USB 3.0 port and memory card reader); M.2 slots (2 internal) Optional docking: Rugged desk dock, third-party vehicle docking ⁹ Optional Quick-Disconnect peripherals: Rubber handle, nylon handle, shoulder strap, hand strap |
| Security | Steel-reinforced cable lock slot, SmartCard reader, contactless SmartCard reader, optional fingerprint reader, FIPS 140-2 TPM 1.2 ⁹ , ControlVault™ advanced authentication, Dell Security Tools, Dell Data Protection Encryption, NIST SP800-147 secure platform, Dell Backup and Recovery |
| Dimensions and weight ¹⁰ | Dimensions: (WxDxH) 12.2" x 8.6" x 1.6" (311 x 219 x 39 mm) Weight: Starting at 6.0 lbs. (2.72 kg) with 4-cell battery |
| Input | Customizable RGB backlit keyboard; Optional rubberized RGB backlit keyboard (English only); Resistive touchpad, Resistive glove-capable 5-point multi-touch screen |
| Management | Intel vPro™ technology's advanced management features on i5/i7 configurations |
| Regulatory and environmental | Regulatory model: P18T Regulatory type: P18T001 Energy Star 6.0, EPEAT MIL-STD-810G testing¹: Transit drop (72" 60° 48"; single unit; 78 drops), operating drop (36"), blowing rain, blowing dust, blowing sand, vibration, functional shock, humidity, salt fog (with rubberized keyboard), altitude, explosive atmosphere, solar radiation, thermal extremes, thermal shock, freeze/thaw, tactical standby to operational Operating thermal range: -20°F to 145°F (-29°C to 63°C); Non-operating range: -60°F to 160°F (-51°C to 71°C) IEC 60529 ingress protection¹: IP-65 (dust-tight, protected against pressurized water) Hazardous locations: ANSI/ISA.12.12.01 certification capable ¹ (Class I, Division 2, Groups A, B, C, D) Electromagnetic interference: MIL-STD-461F certified with compliant power adapter ¹ |

¹ Based on testing and certification to MIL-STD-810G, IEC 60529 (IP-65), MIL-STD-461F, and ANSI/ISA.12.12.01 standards, performed and reported independently by accredited testing companies.

ANSI/ISA.12.12.01 must be specified at time of order for certification. MIL-STD-461F requires a compliant power adapter, sold separately. Contact your sales representative for more information.

² Based on testing using the Mobile Mark 2012 Productivity battery life benchmark test. For more information about this benchmark test, visit www.bapco.com. Test results should be used only to compare one product with another and are not a guarantee you will experience the same battery life. Battery life may be significantly less than the test results and varies depending on your product's configuration, software, usage, operating conditions, power management settings and other factors. Maximum battery life will decrease with time and use.

³ Where wireless access is available. Additional access charges apply in some locations.

⁴ Subject to service provider's broadband subscription and coverage area; additional charges apply.

⁵ Contact your sales representative for feature availability.

⁶ A 64-bit operating system is required to support 4GB or more of system memory.

⁷ Significant system memory may be used to support graphics, depending on system memory size and other factors.

⁸ GB means 1 billion bytes and TB equals 1 trillion bytes; actual capacity varies with preloaded material and operating environment and will be less.

⁹ Regional availability may vary for some offerings. Vehicle docking and other peripherals may be offered by third-party providers. FIPS-compliant on Windows 7 and Ubuntu only.

¹⁰ Weights vary depending on configuration and manufacturing variability.



Latitude 14 Rugged

| Latitude 14 Rugged / 5404 | |
|------------------------------|---|
| Processors | Fourth-generation Intel Core i3, i5 and i7 dual-core processors |
| Operating systems | Windows 8.1 Pro (64-bit) or Genuine Windows 7 Professional (64-bit); Optional Windows 8.1 (64-bit), Windows 7 Professional (32-bit), Linux Ubuntu 12.04 |
| Memory ¹ | 2 DIMM slots supporting up to 16GB 1600MHz DDR3L |
| Chipset | Mobile Intel Lynx chipset |
| Graphics ² | Integrated Intel HD Graphics 4400 (i3/i5) or Intel HD Graphics 5000 (i7); Optional NVIDIA GeForce GT 720M (DDR3 2GB) discrete graphics with Optimus |
| Display | 14.0" HD (1366 x 768) 16:9 outdoor-readable display with resistive touchscreen |
| Storage ³ | 128GB, 256GB or 512GB mobility solid state drives; Optional 500GB mSATA SED SSD or 1TB SSHD |
| Multimedia | High-quality speaker, integrated noise-reducing array microphones, stereo headphone/microphone combo jack, Optional integrated FHD video webcam with privacy shutter |
| Battery | 6-cell (65 Whr) or 9-cell (97 Whr) lithium-ion batteries; Optional 6-cell (58 Whr) or 9-cell (87 Whr) long life cycle lithium-ion batteries with 3 year warranty |
| Power | 65W or 90W AC adapters; Optional 90W auto/air DC adapter |
| Connectivity | 10/100/1000 gigabit Ethernet and optional triple RF-passthrough (GPS, mobile broadband and WLAN) Wireless LAN: Dell Wireless 1707 802.11n Single Band Wi-Fi + BT 4.0LE Wireless Card; Optional Intel Dual Band Wireless-AC 7260 (802.11ac, dual band, 2x2, up to 867 Mbps) with Bluetooth 4.0 + vPro Mobile broadband: Optional Dell Wireless 5808E multi-mode Gobi 5000 4G LTE card (US and Canada only: AT&T, Verizon, Sprint, Rogers, Telus); Optional Dell Wireless 5809E multi-mode Gobi 5000 4G LTE card (Europe, Asia Pacific) GPS: Optional SiRFstarV dedicated GPS and antenna |
| Ports, slots and peripherals | Ports: USB 3.0 (2), USB 2.0 (2), native RS-232 serial ports (2), RJ-45 gigabit Ethernet network connectors (2), stereo headphone/microphone combo jack, optional pogo-pin docking connector, VGA, HDMI Slots: Memory card reader; ExpressCard 54 mm or PCMCIA; M.2 slots (2 internal); Optional DVD+/-RW Optional docking and peripherals: Rugged desk dock, third-party vehicle docking ⁴ , shoulder strap |

¹ A 64-bit operating system is required to support 4GB or more of system memory.

² Significant system memory may be used to support graphics, depending on system memory size and other factors.

³ GB means 1 billion bytes and TB equals 1 trillion bytes; actual capacity varies with preloaded material and operating environment and will be less.

⁴ Regional availability may vary for some offerings. Vehicle docking and other peripherals may be offered by third-party providers.



| Latitude 14 Rugged / 5404 | |
|------------------------------------|--|
| Security | Steel-reinforced cable lock slot, SmartCard reader, contactless SmartCard reader, optional fingerprint reader, TPM 1.29, ControlVault advanced authentication, Dell Security Tools, Dell Data Protection Encryption, NIST SP800-147 secure platform, Dell Backup and Recovery |
| Dimensions and weight ⁵ | Dimensions: (WxDxH) 13.66" x 9.57" x 1.73" (347 x 243 x 44.4 mm) Weight: Starting at 6.5 lbs. (2.95 kg) with 6-cell battery and no optical drive |
| Input | Customizable RGB backlit keyboard; Optional rubberized RGB backlit keyboard (English only); Resistive touchpad, Resistive single-point gloved-capable touch screen |
| Management | Intel vPro technology's advanced management features on i5/i7 configurations |
| Regulatory and environmental | Regulatory model: P46G Regulatory type: P46G001 Energy Star 6.0, EPEAT MIL-STD-810G testing: Transit drop (36"), blowing dust, vibration, functional shock, humidity, altitude, thermal extremes Operating thermal range: -20°F to 140°F (-29°C to 60°C); Non-operating range: -60°F to 160°F (-51°C to 71°C) IEC 60529 ingress protection1: IP-52 (dust-protected, protected against dripping water when tilted up to 15°) |

⁵ Weights vary depending on configuration and manufacturing variability.



Dell 24 Monitor | P2414H (23.8", 60.47 cm VIS)

| Dell P2414H Monitor | |
|--|--|
| Model number | P2414H |
| Viewable image size (diagonal) | 60.47 cm (23.8 inches) |
| Preset display area | |
| Horizontal | 527.04 mm (20.75 inches) |
| Vertical | 296.46 mm (11.67 inches) |
| Maximum resolution | Full HD 1920 x 1080 at 60 Hz |
| Aspect ratio | 16:9 |
| Pixel pitch | 0.2745 mm x 0.2745 mm |
| Brightness (typical) | 250 cd/m ² |
| Color gamut (typical) | 86% ⁶ |
| Color depth | 16.7 million colors |
| Contrast ratio (typical) | 1000:1 2 million:1 |
| Viewing angle (typical) (vertical/horizontal) | 178° / 178° |
| Response time (typical) | 8 ms (gray to gray) |
| Panel technology | In-plane switching, anti-glare |
| Backlight | LED |
| <i>Connectivity</i> | |
| Connectors | VGA, DVI-D (HDCP), DisplayPort, 4 x USB |
| Dell soundbar (optional) ⁷ | AC511 |
| Remote asset management | Yes, via Dell Display Manager |
| <i>Design features</i> | |
| Stand | Height adjustable stand, tilt, swivel, pivot and built-in cable management |
| VESA mounting support (wall mount kit sold separately) | Dell Quick Release feature (100 mm x 100 mm) |
| Security | Security lock slot and stand lock (security lock and stand screw, M3x6 not included) |
| <i>Power</i> | |
| AC input voltage/frequency/current | 100 to 240 VAC/50 or 60 Hz ±3 Hz/1.5A (max) |

⁶ Color gamut (typical) is based on CIE1976 (86%) and CIE1931 (72%) test standards.

⁷ Only compatible with AC511 soundbar. Launch date for soundbar varies across countries. Please check with your country sales representatives for more information.



| Dell P2414H Monitor | |
|---|---|
| Power consumption (typical) | 28W |
| Power consumption standby/sleep mode | <0.3 W |
| <i>Dimensions (with stand)</i> | |
| Height (compressed ~ extended) | 369 mm (14.53 inches) ~ 499.0 mm (19.65 inches) |
| Width | 565.6 mm (22.27 inches) |
| Depth | 180.0 mm (7.09 inches) |
| <i>Weight</i> | |
| Weight (panel only - no stand) | 3.51 kg (7.72 lb) |
| Weight (with stand) | 5.83 kg (12.83 lb) |
| Shipping weight | 7.79 kg (17.14 lb) |
| <i>Standard service plan</i> | <i>Environmental compliance</i> |
| 3 years Advanced Exchange Service & Limited Hardware Warranty | ENERGY STAR , TCO Certified Displays, EPEAT Gold, China Energy Label, CEL, WEEE, ErP (EuP) Standards, Korea E-Standby |

Dell 27 Monitor | P2714H (27", 68.6 cm VIS)

| Model number | P2714H |
|---|------------------------------|
| Viewable image size (diagonal) | 68.6 cm (27.0 inches) |
| Preset display area | 597.89 mm (23.54 inches) |
| Horizontal | 336.31 mm (13.24 inches) |
| Vertical | |
| Maximum resolution | Full HD 1920 x 1080 at 60 Hz |
| Aspect ratio | 16:9 |
| Pixel pitch | 0.1 mm |
| Brightness (typical) | 300 cd/m ² |
| Color gamut (typical) | 83% ⁸ |
| Color depth | 16.7 million colors |
| Contrast ratio (typical) | 1000:1 2 million:1 |
| Viewing angle (typical) (vertical/horizontal) | 178° / 178° |

⁸ Color gamut (typical) is based on CIE1976 (83 %) and CIE1931 (72 %) test standards.



| | |
|---|---|
| Response time (typical) | 8ms (gray to gray) |
| Panel technology | In-plane switching, anti-glare |
| Backlight | LED |
| <i>Connectivity</i> | |
| Connectors | VGA, DVI-D (HDCP), DisplayPort, 4 x USB |
| Dell soundbar (optional) ⁹ | AC511 |
| Remote asset management | Yes, via Dell Display Manager |
| <i>Design features</i> | |
| Stand | Height adjustable stand, tilt, swivel, pivot and built-in cable management |
| VESA mounting support (wall mount kit sold separately) | Dell Quick Release feature (100 mm x 100 mm) |
| Security | Security lock slot and stand lock (security lock and stand screw, M3x6 not included) |
| <i>Power</i> | |
| AC input voltage/frequency/current | 100 to 240 VAC/50 or 60 Hz \pm 3 Hz/1.5A (max) |
| Power consumption (typical) | 22W |
| Power consumption standby/sleep mode | <0.3 W |
| <i>Dimensions (with stand)</i> | |
| Height (compressed ~ extended) | 424.0 mm (16.69 inches) ~ 539.0 mm (21.22 inches) |
| Width | 641.4 mm (25.25 inches) |
| Depth | 204.0 mm (8.03 inches) |
| <i>Weight</i> | |
| Weight (panel only - no stand) | 4.56 kg (10.03 lbs) |
| Weight (with stand) | 7.16 kg (15.75 lbs) |
| Shipping weight | 9.85 kg (21.67 lbs) |
| <i>Standard service plan</i> | <i>Environmental compliance</i> |
| 3 years Advanced Exchange Service & Limited Hardware Warranty | ENERGY STAR , TCO Certified Displays, EPEAT Gold, China Energy Label, CEL, WEEE, ErP (EuP) Standards, Korea E-Standby |

⁹ Only compatible with AC511 soundbar.



Support/Warranty/Maintenance

Proposer shall provide in detail how support, warranty and maintenance will be addressed.

Dell has included a 3-Year Next Business Day Basic Hardware Warranty on each system.

Basic Hardware Support - (BASIC)

Basic Hardware Support (BASIC) services are provided as a minimum standard on all Dell client equipment and selected enterprise equipment. This basic support provides telephone support during business hours and a next business day on-site hardware repair service for Optional Customer Self-Replaceable (OCSR) parts or parts dispatch for mandatory Customer Self-Replaceable (CSR) parts.

Dell's BASIC Service places a Dell-certified engineer at your location the following business day for Optional CSR Parts only, after completion of telephone-based troubleshooting. A Dell technician will accept and log a system fault call before 17:00 Monday-Friday, subject to parts availability.

Basic technical phone support hours

Basic technical phone support is available during normal business hours. Business hours may vary by region (details are available on the country's Dell support web page).

Customer Self-Replaceable (CSR) Parts

Dell commercial products sold with Basic Hardware Service will adhere to the long-standing policy for CSR parts.

Customer Self-Replaceable (CSR) parts are component parts designed specifically for you to be able to remove and replace easily on your Dell product. Our CSR Parts Program enables you to replace parts at your own convenience. If, after contacting Dell technical support to resolve an issue, it is determined that a CSR part is required for resolution, we will ship the required part directly to you.

All Dell CSR parts are classified as either Mandatory or Optional:

- Mandatory CSR Parts are parts that you must replace. We do not provide installation labor for them. However, you may request that we replace these parts for an additional fee
- Optional CSR Parts are intended to be replaced by you. Depending on the type of service that was purchased with the product, we may provide an on-site technician to replace the parts

Software support with Basic Hardware Service

Our Basic Hardware Service provides hardware diagnostic and repair service. It does not include support for software applications, operating system 'how-to', or database diagnostics.

In the course of diagnosing hardware related issues, a technician may be required to resolve a software issue in order to proceed with the hardware repair. This is, however, done as part of the hardware support resolution process.

For issues unrelated to the Basic Hardware Service, you can purchase *Pay as You Need* services for an additional fee. *Pay As You Need* services include:

- Telephone support for issues related to software, networking, third party software, virus or malware
- Data and security for supported products.

Services can be purchased on an 'as needed' basis. Pricing is based on a simple, tiered structure determined by the complexity of the issue. Availability will vary by geographic location.



Schedule

Provide a schedule on each phase of the proposed project beginning with program development and ending with the date of operation. The schedule must include all tasks that will require time in the process, such as City review (identify amount of time assumed for each task).

| Start Date | End Date | Item | Owner | Duration |
|------------|-----------|--------------------------------------|------------------|----------|
| 7/20/2015 | 7/20/2015 | Recommendation for Award of Contract | City of McKinney | 1 Day |
| 7/21/2015 | 7/21/2015 | Send PO to Dell | City of McKinney | 1 Day |
| 7/22/2015 | 7/31/2015 | Build image | City of McKinney | 8 Days |
| 7/22/2015 | 7/23/2015 | Place orders | Dell | 2 Days |
| 7/24/2015 | 8/6/2015 | Build systems | Dell | 10 Days |
| 8/3/2015 | 8/3/2015 | Image ready for Premier LogiTech | City of McKinney | 1 Day |
| 8/4/2015 | 8/4/2015 | Premier LogiTech picks up image | Premier LogiTech | 1 Day |
| 8/7/2015 | 8/11/2015 | Ship systems | Dell | 3 Days |
| 8/12/2015 | 8/14/2015 | Receive systems | Premier LogiTech | 3 Days |
| 8/17/2015 | 8/17/2015 | Push image to systems (1st articles) | Premier LogiTech | 1 Day |
| 8/18/2015 | 8/18/2015 | Delivery 1st articles to Customer | Premier LogiTech | 1 Day |
| 8/18/2015 | 8/20/2015 | Validate images | City of McKinney | 3 Days |
| 8/21/2015 | 8/21/2015 | Image approval | City of McKinney | 1 Day |
| 8/24/2015 | 9/30/2015 | Deployment of systems | Premier LogiTech | 27 Days |



Exceptions

If exceptions are taken to any of the terms, conditions, or specifications of the proposal document or contract, they must be clearly stated on a separate sheet of paper and returned with your proposal.

Dell's receipt of an Award or Purchase Order for RFP No. 15-58RFP, Computer Refresh Plan and subsequent performance in relation to this response shall be governed by and understood to indicate the City's acceptance of the Dell | Texas Department of Information Resources (DIR) contract #DIR-SDD-1951. Any terms in RFP No. 15-58RFP, Computer Refresh Plan or on a resulting Purchase Order from the City to Dell shall not be applicable.



Appendix A - Lease Proposal

Dell Financial Services (DFS) Overview

Dell Financial Services, L.L.C. (DFS) is a dedicated financial services entity focused on the financial and technology management needs of Dell's customers. Obtaining computer equipment is only the beginning. Information technology (IT), its acquisition, management and disposition, is an emerging challenge that requires state of the art tools for successful administration. DFS, in its mission to relate directly to the customer and the customer's individual needs, is ready, willing and able to assist the City with the acquisition of its comprehensive IT solution.

Our mission at DFS is to help your company get the technology it needs today and expand acquisition opportunities within current budget allocations. You will find a wide range of flexible programs all aimed at making acquisition easy and affordable, whether you are on a regular rotation program, unsure of your long-term plans or seeking an affordable method of financing equipment, software and related services.

Founded with Dell customers in mind, DFS delivers a unique focus on the complete customer experience. At DFS, we are with you every step of the way from dedicated sales team introductions to an easy end-of-term process.

Here are just a few ways we are working to make your financing experience easier:

- Dedicated Sales Team - No phone queue to dial in. You have direct access to your DFS sales team members from your DFS field executive to your end-of-lease coordinator.
- DFS Online Services (DFSOS) - Dell customers can access DFSOS from their Premier portal, allowing virtually anytime access to critical information and an easy way to handle routine tasks to make asset management and your end-of-lease process more efficient.

DFS - We are more than just financing.

DFS offers a myriad of financing solutions to meet your budget and technology needs. From asset rotation lease plans to ownership financing solutions with terms spanning from 12 to 60 months for qualified customers, DFS will make it easy to acquire your technology needs today.

We know the City has a choice in finance providers. DFS focuses not only on the financing aspect of the relationship but on the total customer experience from dedicated account team introductions to an easy end-of-term process. Some of the many special features of the DFS leasing program are noted below.

Fully-Integrated Order Processing

DFS is fully integrated into Dell systems and operations. The benefit to the City is timely and efficient order release, transfer of key order data without duplication, and single point of contact. As an added benefit, DFS honors Dell's Total Satisfaction Guarantee policy on leased systems.

One Stop Shopping

Dell provides hardware, software, peripherals, service and support, while DFS provides financing alternatives to deliver a total integrated solution. Our first-hand knowledge of Dell products and streamlined process equates to lower lifecycle costs to you when acquiring equipment from Dell. Although we are tightly integrated with Dell, DFS can also finance your non-Dell technology needs through an innovative process that is simple and effective.



Response to Specific RFP Provisions

Many of the terms and conditions presented in the RFP are applicable to straight procurement/purchase transactions and not to leasing. The leasing arrangement will establish a long-term (beyond net 30 days) financial relationship between DFS and the City. *Therefore, the terms and conditions of a mutually beneficial and duly executed DFS Lease Agreement shall take precedence over any other terms and conditions.*

ORDER OF PRECEDENCE: In cases of conflict between specific provisions in this Request for Proposals, the order of precedence shall be (1) Lease Terms and Conditions, (2) Technical Specifications and (3) Proposer's lease agreement terms and conditions to the extent they do not materially change the terms and conditions of this agreement.

DFS Response: The DFS Master Lease Agreement shall take precedence over any other terms and conditions regarding any lease procurements between the City and DFS.

A. LEASE PRICES - Lease prices shall remain firm throughout the lease period selected by the Lessee. Lease agreements shall be effective on the first day following the executed Certificate of Acceptance. No interim rent, lease payment or interim term may be charged under any circumstances. The date of acceptance is that date listed on the Certificate of Acceptance Form included after equipment has been installed. Leases shall only be executed under this Agreement if the Proposer is the Lessor.

DFS Response: Under the DFS Master Lease Agreement, rates are adjusted quarterly in accordance with a formula based on fluctuations in treasury notes. DFS lease rates are a function of several factors including estimates of future residual values, prevailing interest rates, borrowing costs, general and administrative expenses, and lease structure. Once a lease schedule has commenced, the lease rate remains constant for the term of the schedule. The rates we have provided are specific to the requirements and the equipment requested in your RFP.

B. EXPIRATION OF LEASE - Lease agreements shall expire upon completion of the specified lease period and shall not be automatically renewed for a new lease period. No termination notice shall be required by either party at end of lease. All equipment leased under each lease agreement shall be removed from Agency's location within thirty (30) business days after expiration of lease at Proposer's expense. All equipment removal shall be coordinated with the City.

DFS Response: At the end of a Fair Market Value (FMV) lease, McKesson has the option to 1) purchase the products at the fair market value; 2) Return all products to DFS at the City's expense; or 3) Renew the lease on a month to month or fixed term basis. It is standard policy that one EOL notification letter is sent per schedule to the billing address associated with each schedule and is sent based on the number of notification days required. However, DFS expects the City to notify DFS with its intent at least 90 days, but no more than 180 days prior to the expiration of the primary lease term of its intentions at end of lease. If the City chooses to return the equipment, DFS will mail a "packing" list of items to be returned and designate an equipment return location, upon the City's notification of intent to return equipment.

E. TERMINATION OF LEASE -

a) Lease termination for convenience - The lease agreement may be canceled at any time during the lease period by the Lessee. A thirty (30) day cancellation notice will be required of the Lessee in writing. Upon cancellation of a lease agreement by the Lessee without cause, the equipment will be returned to the Lessor with transportation at the Lessee's expense (including removal charges, if applicable). This Contract may be terminated with thirty (30) days written notice to the Vendor if the organizational activity within the City using the equipment is discontinued or disestablished.

b) Lease Cancellation Due To Non-Performance -The lease contract may be cancelled at any time during the lease period for Proposer or equipment non-performance or failure to meet the requirements outlined in this RFP. If the Lessee requests removal of leased equipment, Lessor will cancel the lease effective immediately with no additional payments due from the City. Equipment will be removed from Lessee site within thirty (30) days of such written notice at no cost to the Lessee.



c) Contract Conversion - After having served a 30 day written notification of termination to the Vendor, the City of McKinney shall have the right to lease the equipment on a month-to-month basis at the Proposer's then current commercial rates.

d) Expiration of Lease Term - Any lease shall terminate upon expiration of the contract term unless earlier renewed as permitted herein.

DFS Response: DFS is solely the equipment lessor and has limited obligations under the Master Lease Agreement, once the designated equipment has been acquired for lease by the customer and delivered to the customer; the remaining obligation is to administer the lease. Additionally, DFS assigns the income stream from its leases to its investor. Therefore, the Master Lease Agreement is non-cancelable and there can be no provision allowing for termination for cause. Except as expressly provided in Section 5 of the Master Lease Agreement for use by Public entities, Lessee's obligation to pay all rent and other amounts when due and to otherwise perform as required under the MLA or any Schedule shall be absolute and unconditional, and shall not be subject to any abatement, reduction, set-off, defense, counterclaim interruption, deferment or recoupment for any reason whatsoever.

F. AMOUNT AND TIME OF PAYMENT -- All payments due under this Contract are solely the responsibility of the City of McKinney. Lease charges will be invoiced in advance as of the first of each month or quarter as agreed by the City. When a machine or model changes, or feature is installed for a part of a calendar month, the lease charges will be prorated on the basis of a 30-day month. Payment will be made within 30 days after the date of a correct invoice. All other charges due hereunder are payable as specified in the invoice.

DFS Response: Once a lease schedule has commenced, the lease rate remains constant for the term of the schedule. The rates we have provided are specific to the requirements and the equipment requested in your RFP.

H. PRICE PROTECTION PERIOD - The lease rates for leased machines or equipment shall not increase during the initial term; except as may be agreed.

Any rate reductions which might be generally available during the contract period on the part of the Proposer to other state and local government Agencies will be passed on to the City of McKinney, when effective, at any time during the contract period.

Price increases subsequent to the initial lease term may be allowed, subject to the following:

a) Notification must be submitted in writing and approved by the Purchasing Department no later than 30 days prior to the effective date of increase.

DFS Response: Under the DFS Master Lease Agreement, rates are adjusted quarterly in accordance with a formula based on fluctuations in treasury notes. DFS lease rates are a function of several factors including estimates of future residual values, prevailing interest rates, borrowing costs, general and administrative expenses, and lease structure. Once a lease schedule has commenced, the lease rate remains constant for the term of the schedule. The rates we have provided are specific to the requirements and the equipment requested in your RFP.

EQUIPMENT RETURN - The Proposer shall be responsible for all standard delivery and removal charges.

DFS Response: The cost for the return of equipment is included in the lease payment.

L. RISK OF LOSS OR DAMAGE - Risk of loss or damage shall remain with the Proposer for the duration of this contract. The Lessee shall be relieved from property risks including: loss or damage to all leased Item(s) during the periods of transportation, installation, and the Lease Term except when loss or damage is due to the negligent acts of the Lessee. It is the responsibility of the Vendor to insure all equipment.

DFS Response: DFS can provide a quote for insurance at the City's request. At all times, Lessee shall provide the following insurance: (i) casualty loss insurance for the Products for no less than the Stipulated Loss Value (defined below) naming Lessor as loss payee; and (ii) liability insurance with respect to the Products in an amount as required by Lessor, naming Lessor as an additional insured. Upon Lessor's prior written consent, Lessee may provide this insurance pursuant to Lessee's existing self insurance policy. Lessee shall either provide Lessor with an annual certificate of third party



insurance or a written description of its self insurance policy, as applicable. The certificate of insurance will provide that Lessor shall receive at least ten (10) days prior written notice of any material change to or cancellation of the insurance policy.

TAX EXEMPT STATUS - The City is exempt from federal excise tax and state sales tax. Unless specifications specifically indicate otherwise, the price proposal must be net exclusive of above-mentioned taxes and will be so construed. Therefore, the proposal price shall not include taxes.

DFS Response: If the City provides the appropriate tax exemption certificates to DFS, sales and use taxes will not be collected by DFS. However, if your taxing authority assesses a personal property tax on leased equipment, and if DFS pays that tax under the Fair Market Value or 10% Purchase Option Lease structures, the City must reimburse DFS for that tax expense in connection with the City's lease.

C. FUNDING - The City of McKinney is operated and funded on an October 1 to September 30 basis; accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available.

DFS Response: DFS is solely the equipment lessor and has limited obligations under the Master Lease Agreement, once the designated equipment has been acquired for lease by the customer and delivered to the customer; the remaining obligation is to administer the lease. Additionally, DFS assigns the income stream from its leases to its investor. Therefore, the Master Lease Agreement is non-cancelable and there can be no provision allowing for termination for cause. Except as expressly provided in Section 5 of the Master Lease Agreement for use by Public entities, Lessee's obligation to pay all rent and other amounts when due and to otherwise perform as required under the MLA or any Schedule shall be absolute and unconditional, and shall not be subject to any abatement, reduction, set-off, defense, counterclaim interruption, deferment or recoupment for any reason whatsoever.

B. CONTRACT AGREEMENT - Once a contract is awarded, agreed upon prices shall remain firm for the term of the contract. Contract shall commence on date of award and continue for a 36 month lease.

DFS Response: Under the DFS Master Lease Agreement, rates are adjusted quarterly in accordance with a formula based on fluctuations in treasury notes. DFS lease rates are a function of several factors including estimates of future residual values, prevailing interest rates, borrowing costs, general and administrative expenses, and lease structure. Once a lease schedule has commenced, the lease rate remains constant for the term of the schedule. The rates we have provided are specific to the requirements and the equipment requested in your RFP.

E. PRICE REDETERMINATION - A price redetermination may be considered by the City of McKinney only at the anniversary dates of multiple year contracts. Request for price redetermination shall be in written form and include written documentation from third party source of increase, substantiating cost increase. City of McKinney reserves the right to approve or disapprove any request as it deems to be in the best interest of the City. A proposer's history of honoring contracts at the awarded price will be an important consideration in evaluating lowest and best value proposal.

DFS Response: Under the DFS Master Lease Agreement, rates are adjusted quarterly in accordance with a formula based on fluctuations in treasury notes. DFS lease rates are a function of several factors including estimates of future residual values, prevailing interest rates, borrowing costs, general and administrative expenses, and lease structure. Once a lease schedule has commenced, the lease rate remains constant for the term of the schedule. The rates we have provided are specific to the requirements and the equipment requested in your RFP.

F. TERMINATION FOR DEFAULT - The City of McKinney reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the proposer fails to perform to the terms of specifications or fails to comply



with the terms of this contract. Breach of contract or default authorizes the City to award to another proposer, purchase elsewhere and charge the full increase in cost and handling to the defaulting party.

DFS Response: DFS is solely the equipment Lessor and has limited obligations under the Master Lease Agreement, once the designated equipment has been acquired for lease by the customer and delivered to the customer; the remaining obligation by DFS is to administer the lease. Additionally, DFS assigns the income stream from its leases to its investor. Therefore, the Master Lease Agreement is non-cancelable and there can be no provision allowing for termination, with or without cause. Except as expressly provided in Section 5 (Appropriation of Funds) of the Master Lease Agreement for use by Public entities, Lessee's obligation to pay all rent and other amounts when due and to otherwise perform as required under the MLA or any Schedule shall be absolute and unconditional, and shall not be subject to any abatement, reduction, set-off, defense, counterclaim interruption, deferment or recoupment for any reason whatsoever.

I. INJURIES OR DAMAGES RESULTING FROM NEGLIGENCE - Successful proposer shall defend, indemnify and save harmless the City of McKinney and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from award. Successful proposer shall pay any judgment with cost which may be obtained against the City of McKinney growing out of such injury or damages.

DFS Response: As strictly the financier and not the vendor or manufacturer, DFS does not provide indemnification to customers except to the extent a cause of action is caused solely by its own gross negligence or willful misconduct. Additionally as part of the securitization process, to the extent permitted under applicable law, the Lessee shall indemnify the Lessor.

O. SALE, ASSIGNMENT, OR TRANSFER OF CONTRACT - The successful proposer shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of the City of McKinney.

DFS Response: DFS routinely sells or assigns the rights to lease schedules it originates to investors from the secondary leasing market. DFS must be able to transfer its rights to these leases without requiring the City's consent. However, in most cases, DFS remains the customer's point of contact and retains its servicing obligations, if any, under the leases making the transfer virtually seamless to the City.

P. SILENCE OF SPECIFICATIONS - The apparent silence of specifications as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

DFS Response: The leasing arrangement will establish a long-term (beyond net 30 days) financial relationship between DFS and the City. Therefore, the terms and conditions of a mutually beneficial and duly executed DFS Lease Agreement shall take precedence over any other terms and conditions.

Q. CONTRACT TERMINATION - The City reserves the right to cancel and terminate this contract, without cause, upon thirty (30) days written notice to the other party.

DFS Response: DFS is solely the equipment lessor and has limited obligations under the Master Lease Agreement, once the designated equipment has been acquired for lease by the customer and delivered to the customer; the remaining obligation is to administer the lease. Additionally, DFS assigns the income stream from its leases to its investor. Therefore, the Master Lease Agreement is non-cancelable and there can be no provision allowing for termination for cause. Except as expressly provided in Section 5 of the Master Lease Agreement for use by Public entities, Lessee's obligation to pay all rent and other amounts when due and to otherwise perform as required under the MLA or any Schedule shall be absolute and unconditional, and shall not be subject to any abatement, reduction, set-off, defense, counterclaim interruption, deferment or recoupment for any reason whatsoever.





15-787

TITLE: Consider/Discuss/Act on Appointing Members to the Advisory Committee for the Comprehensive Plan Update

COUNCIL GOAL: Direction for Strategic Growth

MEETING DATE: August 18, 2015

DEPARTMENT: Development Services - Planning Department

CONTACT: Jennifer Arnold, Planning Manager
Brian Lockley, AICP, Interim Director of Planning

RECOMMENDED CITY COUNCIL ACTION:

- Appoint members to the Comprehensive Plan Advisory Committee.

ITEM SUMMARY:

- In support of the 10-Year Comprehensive Plan Update, Staff recommends the creation of an Advisory Committee to support and champion the Update process.
- The Advisory Committee is intended to be a review, input and directional team that provides a community-based sounding board for the ideas and scenarios developed as part of the planning process.
- Based on nominations received from the Council, Staff recommends the individuals named on the attached exhibit (Advisory Committee Appointments), be appointed to the Comprehensive Plan Advisory Committee.

BACKGROUND INFORMATION:

- At the February 23, 2015 City Council Work Session, Council discussed and considered the potential need for a 10-Year Update to the Comprehensive Plan. Following this supportive discussion by the Council, Staff moved forward with a competitive bid process and project approach for the Comprehensive Plan Update.
- On June 16, 2015 City Council approved a project scope and contract with

Kimley-Horn and Associates for professional services in support of the Comprehensive Plan Update initiative.

- A Comprehensive Plan is a statement of the community's vision for today and tomorrow. It represents the desires of the citizens and their goals for the community.
- A Comprehensive Plan focuses on outlining a physical plan and business plan for the city. It is typically comprised of a number of interrelated elements such as land use, transportation, utilities, public services, socio-economic, and open space elements.
- Upon adoption, a Comprehensive Plan provides the basis for Zoning and Subdivision Regulations. The plan should also be referred to in Capital Improvement Planning, Zoning Changes, Annexation Actions, and other choices made by the city.
- The current McKinney Comprehensive Plan was adopted in 2004 after a lengthy public input process and planning effort.
- The 2004 Comprehensive Plan recommends that an update be performed at the earliest occurrence of the following criteria:
 - McKinney population reaches 150,000
 - An additional 7,000 acres are developed
 - Seven years following the 2004 Plan

FINANCIAL SUMMARY:

- N/A

BOARD OR COMMISSION RECOMMENDATION:

- N/A

SUPPORTING MATERIALS:

[Comprehensive Plan Advisory Committee](#)

2015 Comprehensive Plan Update:
Advisory Committee Composition and Representation
(target: 20-35 members)

| Councilmember | Committee Appointments |
|---|--|
| Mayor Loughmiller | (1) Community Advocate (Michael Puhl) <i>(e.g. government transparency, special interest group, environmental, etc)</i> (1) Former City Leader/City Council member (Scott Lewis) (1) McKinney National Airport Representative (Daniel Jones) |
| Mayor Pro-Tem Ussery District 3 | (1) Community Advocate (Brandon Johnson) <i>(e.g. government transparency, special interest group, environmental, etc)</i> (1) Former City Leader/City Council member (Thad Helsley) (1) Downtown Property Owner Representative (George Bush) <i>*at least one representative should reside in District 3</i> |
| Council member Day District 1 | (1) Planning and Zoning Commissioner (Mark Messer) (1) Downtown Business Owner Representative (Roger Harris) (1) Development and Real Estate Representative (Bob Roeder) <i>(e.g. local/regional developers, homebuilders, associations, etc)</i> <i>*at least one representative should reside in District 1</i> |
| Council member Rogers District 2 | (1) County/ETJ Representative (Cragg Rogers) (1) Economic Development Representative (Lance Abbott) <i>(e.g. Chamber of Commerce, MEDC, business, major employers, etc)</i> (1) District 2 Champion (Erik Templin) <i>*at least one representative should reside in District 2</i> |
| Council member Branch District 4 | (1) Community Development Representative (Brian White) <i>(e.g. quality of life, culture/heritage, fair housing, neighborhood associations, etc)</i> (1) Economic Development Representative (John Mathews) <i>(e.g. Chamber of Commerce, MEDC, business, major employers, etc)</i> (1) District 4 Champion (JR Richardson) <i>*at least one representative should reside in District 4</i> |

| | |
|--|---|
| Council member Pogue At-Large | <ul style="list-style-type: none"> (1) Planning and Zoning Commissioner (Bill Cox) (1) Development and Real Estate Representative (Katina Zepp) <i>(e.g. local/regional developers, homebuilders, associations, etc)</i> (1) County/ETJ Representative (Scott Morrissey) |
| Councilwoman Rath At-Large | <ul style="list-style-type: none"> (1) Education/School District Representative (Sherry Tucker) (1) Development and Real Estate Representative (Rick Franklin) <i>(e.g. local/regional developers, homebuilders, associations, etc)</i> (1) Community Development Representative (Michael Henke) <i>(e.g. quality of life, culture/heritage, fair housing, neighborhood associations, etc)</i> |
| City Staff | <ul style="list-style-type: none"> (2) Active Interest Stakeholder* <p><i>*to be identified following the initial public outreach events in order to provide an opportunity for those that may have an interest in being actively involved in the planning process</i></p> |

Total Committee Members: 23

15-788



TITLE: Consider/Discuss/Act on Forwarding Certain Amendments to the Bylaws of the McKinney Economic Development Corporation for Review and Consideration by its Board of Directors

COUNCIL GOAL: Operational Excellence

MEETING DATE: August 18, 2015

DEPARTMENT: City Council

CONTACT: Mayor, Mayor Pro Tem and Council members

RECOMMENDED CITY COUNCIL ACTION:

- Approve

ITEM SUMMARY:

- The City Council has proposed certain amendments to the McKinney Economic Development Corporation Bylaws

BACKGROUND INFORMATION: N/A

FINANCIAL SUMMARY: N/A

BOARD OR COMMISSION RECOMMENDATION: N/A

SUPPORTING MATERIALS:

[MEDC - Bylaws - 5th Amendment - Redline](#)

[MEDC Bylaws - 5th Amendment](#)

[2013-10-156 R MEDC 4th Amended Bylaws](#)

~~FOURTH~~FIFTH AMENDED BYLAWS OF
MCKINNEY ECONOMIC DEVELOPMENT CORPORATION

ARTICLE I

Section 1. ***Purpose:*** The Corporation is incorporated for the purposes set forth in its Articles of Incorporation, the same to be accomplished on behalf of the City of McKinney, Texas, (the ~~"City"~~) as its duly constituted authority and instrumentality in accordance with the Development Corporation Act of 1979, as amended; Tex. Loc. ~~Gov't~~Gov't. Code Ann.~~;~~. Chapter 501 (the ~~"Act"~~.) as amended, and other applicable laws.

Section 2. ***Powers:*** In the fulfillment of its corporate purpose, the Corporation shall be governed by Tex. Loc. ~~Gov't~~Gov't. Code Ann. Chapter 501, and shall have all of the powers set forth and conferred in its Articles of Incorporation, in the Act, and in other applicable law, subject to the limitations prescribed herein.

ARTICLE II

OFFICES

Section 1. ***Principal Office:*** The principal office of the Corporation in the State of Texas shall be located in the City of McKinney, Collin County, Texas.

Section 2. ***Registered Office and Registered Agent:*** The Corporation shall have and continuously maintain in the State of Texas a registered office and a registered agent, whose office is identical with such registered office, as required by the Texas Non-Profit Corporation Act. The registered office may be, but need not be identical with the principal office of the corporation in the State of Texas, and the address of the registered office may be changed from time to time by the Board.

ARTICLE III

Section 1. ***Members:*** The Corporation shall have no members or stockholders.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. **Powers, Number and Term of Office.**

- a. The property and affairs of the Corporation shall be managed and controlled by a Board of Directors (the ~~"Board"~~) and, subject to the restriction imposed by law, by the Articles of Incorporation, and by these Bylaws, save and except those functions managed by the City Manager under Article VI, Section 8, the Board shall exercise all of the powers of the Corporation.
- b. The Board shall consist of seven (7) directors, each of whom, as well as each replacement, shall be appointed by the City Council (the ~~"Council"~~) of the City. The City Council shall consider an individual's experience, accomplishments and educational background in appointing members to the Board.
- c. The directors shall serve terms in accordance with City Council policy on Board and Commission Member Appointment and Eligibility.
- d. Any director may be removed from office by the Council ~~at will,~~ with or without cause.
- e. Unless otherwise provided, terms shall expire on September 30.

Section 2: **Meeting of Directors:** The directors may hold their meetings at such place or places, but in any event within the City, as the Board may from time to time determine; provided, however, in the absence of any such determination by the Board, the meetings shall be held at the principal office of the ~~Corporation as specified in Article II of these Bylaws~~City.

Section 3. **Open Meetings Act:** All meetings and deliberations of the Board shall be called, convened, held and conducted, and notice shall be given to the public, in accordance with the Texas Open Meetings Act, Tex. ~~Gov't~~Gov't Code Ann. Section 551, as amended.

Section 4. **Notice of Meetings:** To the extent that the Open Meetings Act conflicts with the provisions of this section, the Open Meetings Act shall govern.

- a. Regular meetings of the Board shall be held without the necessity of written notice to the Directors at such times and places as shall be designated from time to time by the Board. Special Meetings of the Board shall be held whenever called by the Chairman, by a majority of the directors, by the City Manager, by the Mayor of the City, or by the City Council.
- b. The secretary shall give notice to each director for any Emergency Meeting (as defined in the Texas Open Meetings Act) in person or telephone, at least two (2) hours before the meeting. Unless otherwise indicated in the notice thereof, any and all matters pertaining to the purposes of the Corporation may be considered and acted upon at a Special Meeting. At any meeting at which every director shall be present, even though without any individual notice, any matter pertaining to the purpose of the Corporation may be considered and acted upon consistent with applicable law.
- c. Whenever any notice is required to be given to Board, said notice shall be deemed to be sufficient if given by depositing the same in a post office box in a sealed postage paid wrapper addressed to the person entitled thereto at his or her post office address as it appears on the books of the Corporation, and such notice shall be deemed to have been given on the day of such mailing. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objection to the transaction of any business on the grounds that the meeting is not lawfully called or convened. The business to be transacted and the purpose of any Regular or Special meeting of the Board need be specified in the notice or waiver of notice of such meeting. A waiver of notice in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

Section 5. Quorum and Voting: A majority of the directors shall constitute a quorum for conducting the official business of the Corporation. The act of a majority of the directors present at a meeting at which a quorum is in attendance shall constitute the act of the Board and of the Corporation unless the act of a greater number is required by law. However, in no event shall any project or expenditure be approved upon the affirmative vote of less than four (4) directors present at a meeting. A director may not vote by proxy. Directors must be present in order to vote at any meeting. Attendance at the Board meetings is required in accordance with City Council policy on Board and Commission Member Appointment and

Eligibility.

Section 6. Conduct of Business:

- a. At the meetings of the Board, matters pertaining to the business of the Corporation shall be considered in accordance with rules of procedure as from time to time prescribed by the Board or the law.
- b. At all meetings of the Board, the Chairman shall preside, and in the absence of the chairman, the Vice Chairman shall exercise the powers of the Chairman.
- c. The Secretary of the corporation shall act as secretary of all meetings of the Board, but in the absence of the Secretary, the presiding officer may appoint any person to act as Secretary of the meeting.

Section 7. Compensation of Directors: Directors shall not receive a salary or any other compensation for their service as directors. However, directors may be reimbursed for their actual and reasonable expenses incurred in the performance of their duties.

ARTICLE V

PRESIDENT

Section 1. ***Roles and duties of the President:*** The President shall be a compensated employee of the ~~Board~~City. Subject to the City Manager's supervision and management of the President under Article VI, Section 8, the President shall be ~~the chief executive officer of the Corporation~~ responsible for all daily operations and the implementation of Board policies and resolutions. ~~The President may sign upon the approval~~Unless otherwise provided by a Resolution of the Board, ~~the President and City Manager shall jointly sign,~~ in the name of the Corporation, and/or attest to the signature thereto, all contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, notes and other instruments ~~of~~approved by the ~~Corporation~~Board. The President shall attend all called Board meetings and perform those duties and functions as the ~~Board~~City Manager shall prescribe. The President of the Corporation shall be hired by the ~~Board only upon ratification by the City Council.~~ Termination of the Executive DirectorCity Manager; however,

such hiring shall require Board approval by a majority vote of the board in open session be subject to the prior notice and consultation with the Board under these Bylaws and with the City Council under the Home Rule Charter. The City Manager shall only be effective upon ratification by majority vote of have the authority to terminate the President; however, such termination shall be subject to the prior notice and consultation with the Board under these Bylaws and with the City Council in open session. The Board under the Home Rule Charter. The City Manager shall conduct an annual performance review of the Executive Director President and provide a copy of the annual review to the Board and the City Council upon its completion.

ARTICLE VI

OFFICERS

Section 1. ***Titles, Duties, and Term of Office:***

- a. The officers of the Corporation shall be a Chairman, a Vice Chairman, a President, a Secretary and a Treasurer, and such other officers as the Board may from time to time elect or appoint. One person may hold more than one office, except that the Chairman shall not hold the office of Vice Chairman or Secretary. Terms of office shall be one (1) year, ending September 30, with the right of an officer to be ~~re-elected~~reelected.
- b. All officers shall be elected by and be subject to removal from office at any time, by a vote of a majority of the entire Board.
- c. A vacancy in the office of any officer shall be filled for the remaining term by a vote of a majority of the entire Board.

Section 2. ***Chairman:*** The Chairman shall be the presiding officer of the Board with the following authority:

- a. Shall preside over all meetings of the Board.
- b. Shall vote on all matters coming before the Board.
- c. Shall have the authority, upon notice to the members of the Board, to call a Special Meeting of the Board when in his or her judgment such a meeting is required.
- d. Shall have the authority to appoint, with Board approval, standing committees to aid and assist the Board in its business undertakings or other matters incidental to the operation and functions of the Board.
- e. Shall have the authority to appoint, with Board approval, ad hoc committees which may address issues of a temporary nature of concern or which have a temporary ~~affect~~effect on the business of the Board.
- f. In addition to the above mentioned duties, the Chairman shall jointly sign with the ~~Secretary of the Board or City Manager and any other Board-designated person~~ any deed, mortgage, bonds, contracts, or other instruments which the Board has approved and unless the execution of said document has been expressly delegated to some

other officer or agent of the Corporation by appropriate Board resolution, by a specific provision of these Bylaws, or by statute.

- g. In general, the Chairman shall perform all duties incident to the office, and such other duties as shall be prescribed from time to time by the Board.

Section 3. Vice Chairman: The Vice Chairman shall have such powers and duties as may be prescribed by the Board and shall exercise the powers of the chairman during that ~~officer's~~officer's absence or inability to act. Any action taken by the Vice Chairman in the performance of the duties of the Chairman shall be presumptive evidence of the ~~chairman's~~Chairman's absence or inability to act at the time such action was taken.

Section 4. Treasurer: The City's Finance Department shall have the responsibility ~~to~~for the disbursement, custody and security of all funds and securities of the Corporation in accordance with these Bylaws and statutes governing the Corporation formed under the Act. The Treasurer shall maintain the financial reports provided by the City's Finance Department~~—~~.

Section 5. Secretary: The Secretary may sign with the President upon the express approval of the Board in the name of the Corporation, and/or attest to the signature thereto, all contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, notes and other instruments of the Corporation, shall have charge of the corporate books, records, documents and instruments, except the papers as the Board may direct, all of which shall at all reasonable time be open to public inspection upon application at the office of the Corporation during business hours, and shall in general perform all duties incident to the office of secretary subject to the control of the Board. The Secretary shall submit a copy of all corporation minutes and actions to the City Secretary within a reasonable time after a meeting.

Section 6. Election of Officers: The Chairman, Vice Chairman, Secretary, and Treasurer shall be elected from among the members of the Board.

Section 7. Compensation: Officers who are members of the Board shall not receive any salary or compensation for their services, except that they may be reimbursed for their actual and reasonable expenses incurred in the performance of their duties.

Section 8. Personnel: The Corporation ~~may~~shall establish full-time and/or part-time personnel positions~~—~~ in accordance with this Section 8. Personnel positions so established shall be ~~re~~reflected in the Annual

Corporate Corporation Budget and approved accordingly, as referenced in Article ~~IV~~VII, Section 2 of these Bylaws. Corporation personnel shall be City employees performing work for the MEDC under the supervision and direction of the City Manager, or his or her designee, while retaining their status as City employees.

a. The City, through its City Manager, **shall**:

1. Provide employees ("Loaned Employees") for use by the MEDC. "Loaned Employees" shall include the President and all other employees of MEDC.
2. Provide all City employee benefits, including but not limited to, vacation, sick leave, health insurance, family medical leave and TMRS, for all Loaned Employees.
3. Provide direct supervision, discipline and compensation decision-making for the President. Any compensation decision-making for other Loaned Employees and bonus compensation for all Loaned Employees shall be determined solely by the City Manager.
4. Provide indirect supervision and discipline for the other Loaned Employees through the President's supervisory authority over such other Loaned Employees.
5. Provide the hiring, management, training, and termination functions for all Loaned Employees, subject to the limitations of Article V, Section 1 above.
6. Provide supervisory and management support assistance to MEDC, in the event MEDC has a vacancy in the position of President.

b. The MEDC, through its Board of Directors or through any Board-authorized subcommittee, **may**:

1. Provide periodic input to the City Manager regarding the supervision (including any performance evaluations performed by the City Manager), compensation, management and discipline of Loaned Employees, including participation in the preparation of the job description and candidate profile for the President.
2. Provide input into the interview process for the President.
3. Notwithstanding the foregoing, any two (2) Board members shall have the right to place an agenda item on any regular or

special Board meeting to discuss the performance of the President. The agenda items shall first be placed on a closed session agenda; however the Board may take action resulting therefrom. Any subsequent meeting may include an agenda item on an open session agenda regarding the performance of the President.

c. The MEDC, through its Board of Directors, shall:

1. Pay the actual costs incurred by City for administering TMRS, health insurance and all other benefits for all Loaned Employees.
2. Adhere to all City personnel policies and procedures, including disciplinary appeals, for all Loaned Employees.
3. Provide office space, supplies and a safe working environment for all Loaned Employees.
4. Adhere to City policies and state and federal laws regarding workplace safety, accessibility, family leave and employment discrimination.

Section 9. **Contracts for Service:** The Corporation may contract with any qualified and appropriate person, association, corporation or governmental entity to perform and discharge designated tasks which will aid or assist the Board in the performance of its duties. However, no such contract shall ever be approved or entered into which seeks or attempts to divest the City Manager or the Board of its discretion and policy-making functions in discharging the duties herein above set forth in this section or in Section 8 above.

ARTICLE VII

FUNCTIONAL CORPORATE DUTIES AND REQUIREMENTS

Section 1. **Economic ~~Development~~Development Plan:** The Board shall research, develop, prepare, and submit to the Council for its approval, an economic development plan for the City, which shall include proposed methods and the expected costs of implementation. The plan shall include both short-term and long-term goals for the economic development of the City. Said plan should take into consideration general development plans and policies of the City Council.

Section 2. **Annual Corporate Budget:** On or before July 25th of each year, the Board shall adopt a proposed budget, prepared by the City Manager and submitted to the Board for its consideration, including any Board-directed amendments thereto, of

expected revenues and proposed expenditures of the next ensuing fiscal year. Upon the Board's adoption of its proposed budget, the Chairman shall forward same to the City Council for its consideration. The budget shall not be effective nor shall expenditures occur until the same has been approved by the Council.

Section 3. Books, Records, Audits:

- a. The Corporation shall keep and properly maintain, in accordance with generally accepted accounting principles, complete books, records, accounts, and financial statements pertaining to its corporate funds, activities, and affairs. Notwithstanding Article ~~VVI~~, Section 4, the Corporation may maintain any financial records solely at the City offices.
- b. The books, records, accounts, and financial statements of the Corporation shall be audited at least once each fiscal year by an outside, independent auditing and accounting firm approved by the Board. Such audit shall be at the expense of the Corporation.

Section 4. Deposit and Investment of Corporate Funds:

- a. All proceeds from the issuance of bonds, notes, other debt instruments (~~("Debt Obligations")~~) issued by the Corporation shall be deposited and invested as provided in the resolutions, orders, indentures, or other documents authorizing or relating to the issuance.
- b. All other monies of the Corporation shall be deposited, secured, and/or invested in the manner provided for the deposit, security, and/or investment of the public funds of the City. The Board shall designate authorized signatures on all payment authorization and/or check requests of Ten Thousand (\$10,000.00) or more. Unless otherwise provided by Board Resolution, any check request or other financial instrument for a proposed expenditure totaling less than Ten Thousand (\$10,000.00) Dollars shall require only one signature of either the Treasurer or President of the Corporation. The accounts reconciliation and investment of such funds and accounts may be reviewed by the Finance Department of the City, at the City's expense.

Section 5. Expenditures of Corporate Money: The monies of the Corporation, including sales and use taxes collected pursuant to Tex. Loc. ~~Gov't~~Gov't Code Ann. Chapter 504, monies derived from the repayment of loans, rents received from the lease or use of property, the proceeds from the investment of funds of the Corporation, the proceeds from the sale of property, and the proceeds

derived from the sale of Obligations, may be expended by the Corporation for any of the purposes authorized by the Act, subject to the following limitation:

a. Expenditures for the proceeds of Obligations shall be identified and described in the ~~orders~~order, resolutions, indentures or other agreements submitted to and approved by the City Council prior to the sale and delivery of the Obligations to the purchasers thereof required by Section 6 of this Article.

All other proposed expenditures shall be made in accordance with and shall be set forth in the annual budget required by Section 2 of this Article.

Section 6. ***Issuance of Obligations:*** No Obligations, including refunding Obligations, shall be sold and delivered by the Corporation unless the City Council shall approve such Obligations by action taken no more than sixty (60) days prior to the date of sale of the Obligations.

Section 7. ***Conflicts of Interest:*** A Board member, officer or Loaned Employee of the Corporation, or member of the City Council may not lend money to or borrow money from the Corporation or otherwise transact business with the Corporation.

Section 8. ***Gifts:*** The Board may accept on behalf of the Corporation any contribution, gift, bequest, or devise for the general purposes or for any special purposes of the Corporation.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 1. ***Fiscal Year:*** The fiscal year of the Corporation shall be the same as the fiscal year of the City.

Section 2. ***Seal:*** The seal of the Corporation shall be determined by the Board.

Section 3. ***Resignation:*** Any director or officer may resign at any time. Such resignation shall be made in writing and shall take effect at the time specified therein; or, if no time is specified, at the time of its receipt by the chairman or secretary. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

Section 4. ***Approval or Advice and Consent by the Council:*** To the extent that these Bylaws refer to any approval by the City or the Council or refer to advice and consent by the Council, such approval, or advice and consent shall be evidenced by a certified copy of a resolution, order, or motion duly adopted by the Council.

Section 5. Services of City Staff and Officers: Subject to the approval of the City Manager, the Corporation shall have the right to utilize the services of City personnel for usual and routine matters, provided that the performance of such service does not materially interfere with the other duties of such personnel of the City. ~~Subject to the approval of the City Manager or the City Council, the Corporation may and may further~~ utilize the services of City personnel for unusual and non-routine matters. The Corporation shall pay reasonable compensation to the City for such services or use of any City personnel.

Section 6. ~~Indemnification of Directors, Officers and Employees:~~

~~a. As provided in the Act, the Corporation is, for the purposes of the Texas Tort Claims Act (Subchapter A, Chapter 101, Texas Civil Practices and Remedies Code), a governmental unit and its actions are governmental functions.~~

Section 6. Indemnification of Directors, Officers and Employees:

a. As provided in the Act, the Corporation is, for the purposes of the Texas Tort Claims Act (Subchapter A, Chapter 101, Texas Civil Practices and Remedies Code), a governmental unit and its actions are governmental functions.

~~a.b.~~ The Corporation shall indemnify a person who was, is or has been threatened to be made a named defendant or respondent in a proceeding because the person is or was a Board member, officer, employee, or agent, but only if the determination to indemnify is made in accordance with the provision of Tex. Bus. Org. ~~Tex. Bus. Org.~~ Code Ann. Chapter 8, as amended.

~~b.c.~~ The Corporation shall indemnify each and every member of the Board, its officers, its employees, its agents, and each member of the City Council and each employee of the City, to the fullest extent permitted by law and not otherwise covered by insurance, against any and all actions or omissions that may arise out of the functions and activities of the Corporation.

~~c.d.~~ The Corporation may purchase and maintain insurance on behalf of any Board member, officer, employee or agent of the Corporation, or on behalf of any person serving at the request of the Corporation as a Board member, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against that person and incurred by that person in any such capacity or arising out of any such status with regard to the Corporation, whether or not the Corporation has the power to indemnify that person against liability for any of those acts.

~~d.e.~~ Any indemnification or liability insurance provided under this Section may be obtained through the City's general insurance coverage.

ARTICLE IX

EFFECTIVE DATE, AMENDMENTS

Section 1. *Effective Date:* These Bylaws shall become effective upon the occurrence of the following events:

- a. The adoption of these Bylaws by the Board; and
- b. The approval of these Bylaws by the City Council.

Section 2. *Amendments to Articles of Incorporation and Bylaws:* The Articles of Incorporation and the Bylaws may be amended or repealed and amended articles of incorporation and bylaws may be adopted by an affirmative vote of at least four (4) Board members present at any regular meeting or at any special meeting, if at least five (5) days written notice is given of an intention to amend or repeal the articles of incorporation and bylaws or to adopt new articles of incorporation and bylaws at such meeting. Any amendment of the articles of incorporation and bylaws will be effective upon approval by the City Council.

Adopted this, the _____ day of _____, ~~2013~~, 2015.

Chairman of the Board of Directors

Attest:

Corporate Secretary

**FIFTH AMENDED BYLAWS OF
MCKINNEY ECONOMIC DEVELOPMENT CORPORATION**

ARTICLE I

- Section 1. **Purpose:** The Corporation is incorporated for the purposes set forth in its Articles of Incorporation, the same to be accomplished on behalf of the City of McKinney, Texas, (the "City") as its duly constituted authority and instrumentality in accordance with the Development Corporation Act of 1979, as amended; Tex. Loc. Gov't. Code Ann., Chapter 501 (the "Act"), as amended, and other applicable laws.
- Section 2. **Powers:** In the fulfillment of its corporate purpose, the Corporation shall be governed by Tex. Loc. Gov't. Code Ann. Chapter 501, and shall have all of the powers set forth and conferred in its Articles of Incorporation, in the Act, and in other applicable law, subject to the limitations prescribed herein

ARTICLE II

OFFICES

- Section 1. **Principal Office:** The principal office of the Corporation in the State of Texas shall be located in the City of McKinney, Collin County, Texas.
- Section 2. **Registered Office and Registered Agent:** The Corporation shall have and continuously maintain in the State of Texas a registered office and a registered agent, whose office is identical with such registered office, as required by the Texas Non-Profit Corporation Act. The registered office may be, but need not be identical with the principal office of the corporation in the State of Texas, and the address of the registered office may be changed from time to time by the Board.

ARTICLE III

Members: The Corporation shall have no members or stockholders.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. ***Powers, Number and Term of Office.***

- a. The property and affairs of the Corporation shall be managed and controlled by a Board of Directors (the "Board") and, subject to the restriction imposed by law, by the Articles of Incorporation, and by these Bylaws, save and except those functions managed by the City Manager under Article VI, Section 8, the Board shall exercise all of the powers of the Corporation.
- b. The Board shall consist of seven (7) directors, each of whom, as well as each replacement, shall be appointed by the City Council (the "Council") of the City. The City Council shall consider an individual's experience, accomplishments and educational background in appointing members to the Board.
- c. The directors shall serve terms in accordance with City Council policy on Board and Commission Member Appointment and Eligibility.
- d. Any director may be removed from office by the Council, with or without cause.
- e. Unless otherwise provided, terms shall expire on September 30.

Section 2: ***Meeting of Directors:*** The directors may hold their meetings at such place or places, but in any event within the City, as the Board may from time to time determine; provided, however, in the absence of any such determination by the Board, the meetings shall be held at the principal office of the City.

Section 3. ***Open Meetings Act:*** All meetings and deliberations of the Board shall be called, convened, held and conducted, and notice shall be given to the public, in accordance with the Texas Open Meetings Act, Tex. Gov't Code Ann. Section 551, as amended.

Section 4. ***Notice of Meetings:*** To the extent that the Open Meetings Act conflicts with the provisions of this section, the Open Meetings Act shall govern.

- a. Regular meetings of the Board shall be held without the necessity of written notice to the Directors at such times and places as shall be designated from time to time by the Board. Special Meetings of the Board shall be held whenever called by the Chairman, by a majority of the directors, by the City Manager, by the Mayor of the City, or by the City Council.
- b. The secretary shall give notice to each director for any Emergency Meeting (as defined in the Texas Open Meetings Act) in person or telephone, at least two (2) hours before the meeting. Unless otherwise indicated in the notice thereof, any and all matters pertaining to the purposes of the Corporation may be considered and acted upon at a Special Meeting. At any meeting at which every director shall be present, even though without any individual notice, any matter pertaining to the purpose of the Corporation may be considered and acted upon consistent with applicable law.
- c. Whenever any notice is required to be given to Board, said notice shall be deemed to be sufficient if given by depositing the same in a post office box in a sealed postage paid wrapper addressed to the person entitled thereto at his or her post office address as it appears on the books of the Corporation, and such notice shall be deemed to have been given on the day of such mailing. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objection to the transaction of any business on the grounds that the meeting is not lawfully called or convened. The business to be transacted and the purpose of any Regular or Special meeting of the Board need be specified in the notice or waiver of notice of such meeting. A waiver of notice in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

Section 5. ***Quorum and Voting:*** A majority of the directors shall constitute a quorum for conducting the official business of the Corporation. The act of a majority of the directors present at a meeting at which a quorum is in attendance shall constitute the act of the Board and of the Corporation unless the act of a greater number is required by law. However, in no event shall any project or expenditure be approved upon the affirmative vote of less than four (4) directors present at a meeting. A director may not vote by proxy. Directors must be present in order to vote at any meeting. Attendance at the Board meetings is required in accordance with City Council policy on Board and Commission Member Appointment and

Eligibility.

Section 6. ***Conduct of Business:***

- a. At the meetings of the Board, matters pertaining to the business of the Corporation shall be considered in accordance with rules of procedure as from time to time prescribed by the Board or the law.
- b. At all meetings of the Board, the Chairman shall preside, and in the absence of the chairman, the Vice Chairman shall exercise the powers of the Chairman.
- c. The Secretary of the corporation shall act as secretary of all meetings of the Board, but in the absence of the Secretary, the presiding officer may appoint any person to act as Secretary of the meeting.

Section 7. ***Compensation of Directors:*** Directors shall not receive a salary or any other compensation for their service as directors. However, directors may be reimbursed for their actual and reasonable expenses incurred in the performance of their duties.

ARTICLE V

PRESIDENT

Section 1. ***Roles and duties of the President:*** The President shall be a compensated employee of the City. Subject to the City Manager's supervision and management of the President under Article VI, Section 8, the President shall be responsible for all daily operations and the implementation of Board policies and resolutions. Unless otherwise provided by a Resolution of the Board, the President and City Manager shall jointly sign, in the name of the Corporation, and/or attest to the signature thereto, all contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, notes and other instruments approved by the Board. The President shall attend all called Board meetings and perform those duties and functions as the City Manager shall prescribe. The President of the Corporation shall be hired by the City Manager; however, such hiring shall be subject to the prior notice and consultation with the Board under these Bylaws and with the City Council under the Home Rule Charter. The City Manager shall have the authority to terminate the President; however, such termination shall be subject to the prior notice and consultation with the Board under these Bylaws and with the City Council under the Home Rule Charter. The City Manager shall conduct

an annual performance review of the President and provide a copy of the annual review to the Board and the City Council upon its completion.

ARTICLE VI

OFFICERS

Section 1. ***Titles, Duties, and Term of Office:***

- a. The officers of the Corporation shall be a Chairman, a Vice Chairman, a President, a Secretary and a Treasurer, and such other officers as the Board may from time to time elect or appoint. One person may hold more than one office, except that the Chairman shall not hold the office of Vice Chairman or Secretary. Terms of office shall be one (1) year, ending September 30, with the right of an officer to be reelected.
- b. All officers shall be elected by and be subject to removal from office at any time, by a vote of a majority of the entire Board.
- c. A vacancy in the office of any officer shall be filled for the remaining term by a vote of a majority of the entire Board.

Section 2. ***Chairman:*** The Chairman shall be the presiding officer of the Board with the following authority:

- a. Shall preside over all meetings of the Board.
- b. Shall vote on all matters coming before the Board.
- c. Shall have the authority, upon notice to the members of the Board, to call a Special Meeting of the Board when in his or her judgment such a meeting is required.
- d. Shall have the authority to appoint, with Board approval, standing committees to aid and assist the Board in its business undertakings or other matters incidental to the operation and functions of the Board.
- e. Shall have the authority to appoint, with Board approval, ad hoc committees which may address issues of a temporary nature of concern or which have a temporary effect on the business of the Board.
- f. In addition to the above mentioned duties, the Chairman shall

jointly sign with the City Manager and any other Board-designated person any deed, mortgage, bonds, contracts, or other instruments which the Board has approved and unless the execution of said document has been expressly delegated to some other officer or agent of the Corporation by appropriate Board resolution, by a specific provision of these Bylaws, or by statute.

- g. In general, the Chairman shall perform all duties incident to the office, and such other duties as shall be prescribed from time to time by the Board.

Section 3. ***Vice Chairman:*** The Vice Chairman shall have such powers and duties as may be prescribed by the Board and shall exercise the powers of the chairman during that officer's absence or inability to act. Any action taken by the Vice Chairman in the performance of the duties of the Chairman shall be presumptive evidence of the Chairman's absence or inability to act at the time such action was taken.

Section 4. ***Treasurer:*** The City's Finance Department shall have the responsibility for the disbursement, custody and security of all funds and securities of the Corporation in accordance with these Bylaws and statutes governing the Corporation formed under the Act. The Treasurer shall maintain the financial reports provided by the City's Finance Department.

Section 5. ***Secretary:*** The Secretary may sign with the President upon the express approval of the Board in the name of the Corporation, and/or attest to the signature thereto, all contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, notes and other instruments of the Corporation, shall have charge of the corporate books, records, documents and instruments, except the papers as the Board may direct, all of which shall at all reasonable time be open to public inspection upon application at the office of the Corporation during business hours, and shall in general perform all duties incident to the office of secretary subject to the control of the Board. The Secretary shall submit a copy of all corporation minutes and actions to the City Secretary within a reasonable time after a meeting.

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Section 8. **Personnel:** The Corporation shall establish full-time and/or part-time personnel positions in accordance with this Section 8. Personnel positions so established shall be reflected in the Annual Corporation Budget and approved accordingly, as referenced in Article VII, Section 2 of these Bylaws. Corporation personnel shall be City employees performing work for the MEDC under the supervision and direction of the City Manager, or his or her designee, while retaining their status as City employees.

a. The City, through its City Manager, **shall**:

1. Provide employees ("Loaned Employees") for use by the MEDC. "Loaned Employees" shall include the President and all other employees of MEDC.
2. Provide all City employee benefits, including but not limited to, vacation, sick leave, health insurance, family medical leave and TMRS, for all Loaned Employees.
3. Provide direct supervision, discipline and compensation decision-making for the President. Any compensation decision-making for other Loaned Employees and bonus compensation for all Loaned Employees shall be determined solely by the City Manager.
4. Provide indirect supervision and discipline for the other Loaned Employees through the President's supervisory authority over such other Loaned Employees.
5. Provide the hiring, management, training, and termination functions for all Loaned Employees, subject to the limitations of Article V, Section 1 above.
6. Provide supervisory and management support assistance to MEDC, in the event MEDC has a vacancy in the position of President.

b. The MEDC, through its Board of Directors or through any Board-authorized subcommittee, **may**:

1. Provide periodic input to the City Manager regarding the supervision (including any performance evaluations performed by the City Manager), compensation, management and discipline of Loaned Employees, including participation in the preparation of the job description and

candidate profile for the President.

2. Provide input into the interview process for the President.
3. Notwithstanding the foregoing, any two (2) Board members shall have the right to place an agenda item on any regular or special Board meeting to discuss the performance of the President. The agenda items shall first be placed on a closed session agenda; however the Board may take action resulting therefrom. Any subsequent meeting may include an agenda item on an open session agenda regarding the performance of the President.

c. The MEDC, through its Board of Directors, **shall**:

1. Pay the actual costs incurred by City for administering TMRS, health insurance and all other benefits for all Loaned Employees.
2. Adhere to all City personnel policies and procedures, including disciplinary appeals, for all Loaned Employees.
3. Provide office space, supplies and a safe working environment for all Loaned Employees.
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Section 9. ***Contracts for Service:*** The Corporation may contract with any qualified and appropriate person, association, corporation or governmental entity to perform and discharge designated tasks which will aid or assist the Board in the performance of its duties. However, no such contract shall ever be approved or entered into which seeks or attempts to divest the City Manager or the Board of its discretion and policy-making functions in discharging the duties herein above set forth in this section or in Section 8 above.

ARTICLE VII

FUNCTIONAL CORPORATE DUTIES AND REQUIREMENTS

Section 1. ***Economic Development Plan:*** The Board shall research, develop, prepare, and submit to the Council for its approval, an economic development plan for the City, which shall include proposed methods and

the expected costs of implementation. The plan shall include both short-term and long-term goals for the economic development of the City. Said plan should take into consideration general development plans and policies of the City Council.

Section 2. ***Annual Corporate Budget:*** On or before July 25th of each year, the Board shall adopt a proposed budget, prepared by the City Manager and submitted to the Board for its consideration, including any Board-directed amendments thereto, of expected revenues and proposed expenditures of the next ensuing fiscal year. Upon the Board's adoption of its proposed budget, the Chairman shall forward same to the City Council for its consideration. The budget shall not be effective nor shall expenditures occur until the same has been approved by the Council.

Section 3. ***Books, Records, Audits:***

- a. The Corporation shall keep and properly maintain, in accordance with generally accepted accounting principles, complete books, records, accounts, and financial statements pertaining to its corporate funds, activities, and affairs. Notwithstanding Article VI, Section 4, the Corporation may maintain any financial records solely at the City offices.
- b. The books, records, accounts, and financial statements of the Corporation shall be audited at least once each fiscal year by an outside, independent auditing and accounting firm approved by the Board. Such audit shall be at the expense of the Corporation.

Section 4. ***Deposit and Investment of Corporate Funds:***

- a. All proceeds from the issuance of bonds, notes, other debt instruments ("Debt Obligations") issued by the Corporation shall be deposited and invested as provided in the resolutions, orders, indentures, or other documents authorizing or relating to the issuance.
- b. All other monies of the Corporation shall be deposited, secured, and/or invested in the manner provided for the deposit, security, and/or investment of the public funds of the City. The Board shall designate authorized signatures on all payment authorization and/or check requests of Ten Thousand (\$10,000.00) or more. Unless otherwise provided by Board Resolution, any check request or other financial instrument for a proposed expenditure totaling less than Ten Thousand (\$10,000.00) Dollars shall require only one signature of either the Treasurer or President of the

Corporation. The accounts reconciliation and investment of such funds and accounts may be reviewed by the Finance Department of the City, at the City's expense.

Section 5. ***Expenditures of Corporate Money:*** The monies of the Corporation, including sales and use taxes collected pursuant to Tex. Loc. Gov't Code Ann. Chapter 504, monies derived from the repayment of loans, rents received from the lease or use of property, the proceeds from the investment of funds of the Corporation, the proceeds from the sale of property, and the proceeds derived from the sale of Obligations, may be expended by the Corporation for any of the purposes authorized by the Act, subject to the following limitation:

- a. Expenditures for the proceeds of Obligations shall be identified and described in the order, resolutions, indentures or other agreements submitted to and approved by the City Council prior to the sale and delivery of the Obligations to the purchasers thereof required by Section 6 of this Article.
All other proposed expenditures shall be made in accordance with and shall be set forth in the annual budget required by Section 2 of this Article.

Section 6. ***Issuance of Obligations:*** No Obligations, including refunding Obligations, shall be sold and delivered by the Corporation unless the City Council shall approve such Obligations by action taken no more than sixty (60) days prior to the date of sale of the Obligations.

Section 7. ***Conflicts of Interest:*** A Board member, officer or Loaned Employee of the Corporation, or member of the City Council may not lend money to or borrow money from the Corporation or otherwise transact business with the Corporation.

Section 8. ***Gifts:*** The Board may accept on behalf of the Corporation any contribution, gift, bequest, or devise for the general purposes or for any special purposes of the Corporation.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 1. ***Fiscal Year:*** The fiscal year of the Corporation shall be the same as the fiscal year of the City.

Section 2. ***Seal:*** The seal of the Corporation shall be determined by the Board.

- Section 3. **Resignation:** Any director or officer may resign at any time. Such resignation shall be made in writing and shall take effect at the time specified therein; or, if no time is specified, at the time of its receipt by the chairman or secretary. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.
- Section 4. **Approval or Advice and Consent by the Council:** To the extent that these Bylaws refer to any approval by the City or the Council or refer to advice and consent by the Council, such approval, or advice and consent shall be evidenced by a certified copy of a resolution, order, or motion duly adopted by the Council.
- Section 5. **Services of City Staff and Officers:** Subject to the approval of the City Manager, the Corporation shall have the right to utilize the services of City personnel for usual and routine matters, provided that the performance of such service does not materially interfere with the other duties of such personnel of the City and may further utilize the services of City personnel for unusual and non-routine matters. The Corporation shall pay reasonable compensation to the City for such services or use of any City personnel.
- Section 6. **Indemnification of Directors, Officers and Employees:**
- a. As provided in the Act, the Corporation is, for the purposes of the Texas Tort Claims Act (Subchapter A, Chapter 101, Texas Civil Practices and Remedies Code), a governmental unit and its actions are governmental functions.
 - b. The Corporation shall indemnify a person who was, is or has been threatened to be made a named defendant or respondent in a proceeding because the person is or was a Board member, officer, employee, or agent, but only if the determination to indemnify is made in accordance with the provision of Tex. Bus. Org. Code Ann. Chapter 8, as amended.
 - c. The Corporation shall indemnify each and every member of the Board, its officers, its employees, its agents, and each member of the City Council and each employee of the City, to the fullest extent permitted by law and not otherwise covered by insurance, against any and all actions or omissions that may arise out of the functions and activities of the Corporation.
 - d. The Corporation may purchase and maintain insurance on behalf of any Board member, officer, employee or agent of the Corporation, or on behalf of any person serving at the request of

the Corporation as a Board member, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against that person and incurred by that person in any such capacity or arising out of any such status with regard to the Corporation, whether or not the Corporation has the power to indemnify that person against liability for any of those acts.

- e. Any indemnification or liability insurance provided under this Section may be obtained through the City's general insurance coverage.

ARTICLE IX

EFFECTIVE DATE, AMENDMENTS

Section 1. ***Effective Date:*** These Bylaws shall become effective upon the occurrence of the following events:

- a. The adoption of these Bylaws by the Board; and
- b. The approval of these Bylaws by the City Council.

Section 2. ***Amendments to Articles of Incorporation and Bylaws:*** The Articles of Incorporation and the Bylaws may be amended or repealed and amended articles of incorporation and bylaws may be adopted by an affirmative vote of at least four (4) Board members present at any regular meeting or at any special meeting, if at least five (5) days written notice is given of an intention to amend or repeal the articles of incorporation and bylaws or to adopt new articles of incorporation and bylaws at such meeting. Any amendment of the articles of incorporation and bylaws will be effective upon approval by the City Council.

Adopted this, the _____ day of _____, 2015.

Chairman of the Board of Directors

Attest:

Corporate Secretary

RESOLUTION NO. 2013-10-156 (R)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS, APPROVING THE FOURTH AMENDED BYLAWS OF THE MCKINNEY ECONOMIC DEVELOPMENT CORPORATION; AND PROVIDING AN EFFECTIVE DATE


WHEREAS, the City Council, by this Resolution, desires to approve of the Fourth Amended Bylaws of MEDC

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 hereby approves of the Fourth Amended Bylaws of the McKinney Economic Development Corporation attached hereto as Exhibit A; and
- Section 2. This Resolution shall be in full force and effect from and after its passage and adoption.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS ON THE 1st DAY OF OCTOBER, 2013.

CITY OF MCKINNEY, TEXAS


BRIAN LOUGHMILLER
Mayor

ATTEST:


SANDY HART, TRMC, MMC
City Secretary
BLANCA I. GARCIA
Assistant City Secretary

APPROVED AS TO FORM:

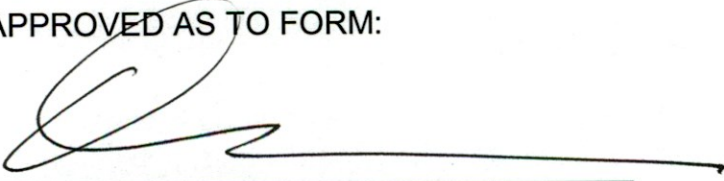

MARK S. HOUSER
City Attorney

EXHIBIT A

FOURTH AMENDED BYLAWS OF

MCKINNEY ECONOMIC DEVELOPMENT CORPORATION

ARTICLE I

- Section 1. **Purpose:** The Corporation is incorporated for the purposes set forth in its Articles of Incorporation, the same to be accomplished on behalf of the City of McKinney, Texas, (the "City") as its duly constituted authority and instrumentality in accordance with the Development Corporation Act of 1979, as amended; Tex. Loc. Gov't. Code Ann. Chapter 501 (the "Act"), as amended, and other applicable laws.
- Section 2. **Powers:** In the fulfillment of its corporate purpose, the Corporation shall be governed by Tex. Loc. Gov't. Code Ann. Chapter 501, and shall have all of the powers set forth and conferred in its Articles of Incorporation, in the Act, and in other applicable law, subject to the limitations prescribed herein.

ARTICLE II

OFFICES

- Section 1. **Principal Office:** The principal office of the Corporation in the State of Texas shall be located in the City of McKinney, Collin County, Texas.
- Section 2. **Registered Office and Registered Agent:** The Corporation shall have and continuously maintain in the State of Texas a registered office and a registered agent, whose office is identical with such registered office, as required by the Texas Non-Profit Corporation Act. The registered office may be, but need not be identical with the principal office of the corporation in the State of Texas, and the address of the registered office may be changed from time to time by the Board.

ARTICLE III

- Section 1. **Members:** The Corporation shall have no members or stockholders.

ARTICLE IV

BOARD OF DIRECTORS

- Section 1. **Powers, Number and Term of Office.**
- a. The property and affairs of the Corporation shall be managed and controlled by a Board of Directors (the "Board") and, subject to the restriction imposed by law, by the Articles of Incorporation, and by these Bylaws, the Board shall exercise all of the powers of the Corporation.
 - b. The Board shall consist of seven (7) directors, each of whom, as well as each replacement, shall be appointed by the City Council (the "Council") of the City. The City Council shall consider an individual's experience, accomplishments and educational background in appointing members to the Board.
 - c. The directors shall serve terms in accordance with City Council policy on Board and Commission Member Appointment and Eligibility.
 - d. Any director may be removed from office by the Council at will.

Section 2. **Meeting of Directors:** The directors may hold their meetings at such place or places, but in any event within the City, as the Board may from time to time determine; provided, however, in the absence of any such determination by the Board, the meetings shall be held at the principal office of the Corporation as specified in Article II of these Bylaws.

Section 3. **Open Meetings Act:** All meetings and deliberations of the Board shall be called, convened, held and conducted, and notice shall be given to the public, in accordance with the Texas Open Meetings Act, Tex. Gov't Code Ann. Section 551, as amended.

Section 4. **Notice of Meetings:** To the extent that the Open Meetings Act conflicts with the provisions of this section, the Open Meetings Act shall govern.

- a. Regular meetings of the Board shall be held without the necessity of written notice to the Directors at such times and places as shall be designated from time to time by the Board. Special Meetings of the Board shall be held whenever called by the chairman, by a majority of the directors, by the Mayor of the City, or by the City Council.
- b. The secretary shall give notice to each director for any Emergency Meeting (as defined in the Texas Open Meetings Act) in person or telephone, at least two (2) hours before the meeting. Unless otherwise indicated in the notice thereof, any and all matters pertaining to the purposes of the Corporation may be considered and acted upon at a Special Meeting. At any meeting at which every director shall be present, even though without any individual notice, any matter pertaining to the purpose of the Corporation may be considered and acted upon consistent with applicable law.
- c. Whenever any notice is required to be given to Board, said notice shall be deemed to be sufficient if given by depositing the same in a post office box in a sealed postage paid wrapper addressed to the person entitled thereto at his or her post office address as it appears on the books of the Corporation, and such notice shall be deemed to have been given on the day of such mailing. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objection to the transaction of any business on the grounds that the meeting is not lawfully called or convened. The business to be transacted and the purpose of any Regular or Special meeting of the Board need be specified in the notice or waiver of notice of such meeting. A waiver of notice in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

Section 5. **Quorum and Voting:** A majority of the directors shall constitute a quorum for conducting the official business of the Corporation. The act of a majority of the directors present at a meeting at which a quorum is in attendance shall constitute the act of the Board and of the Corporation unless the act of a greater number is required by law. However, in no event shall any project or expenditure be approved upon the affirmative vote of less than four (4) directors present at a meeting. A director may not vote by proxy. Directors must be present in order to vote at any meeting. Attendance at the Board meetings is required in accordance with City Council policy. on Board and Commission Member Appointment and Eligibility..

Section 6. **Conduct of Business:**

- a. At the meetings of the Board, matters pertaining to the business of the Corporation shall be considered in accordance with rules of procedure as from time to time prescribed by the Board or the law.
- b. At all meetings of the Board, the chairman shall preside, and in the absence of the chairman, the vice chairman shall exercise the powers of the chairman.
- c. The secretary of the corporation shall act as secretary of all meetings of the Board, but in the absence of the secretary, the presiding officer may appoint any person to act as secretary of the meeting.

Section 7. ***Compensation of Directors:*** Directors shall not receive a salary or any other compensation for their service as directors. However, directors may be reimbursed for their actual and reasonable expenses incurred in the performance of their duties.

ARTICLE V

PRESIDENT

Section 1. ***Roles and duties of the President:*** The president shall be a compensated employee of the Board. The president shall be the chief executive officer of the Corporation responsible for all daily operations and the implementation of Board policies and resolutions. The President may sign upon the approval of the Board, in the name of the Corporation, and/or attest to the signature thereto, all contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, notes and other instruments of the Corporation. The president shall attend all called Board meetings and perform those duties and functions as the Board shall prescribe. The President of the Corporation shall be hired by the Board only upon ratification by the City Council. Termination of the Executive Director shall require Board approval by a majority vote of the board in open session and shall only be effective upon ratification by majority vote of the City Council in open session. The Board shall conduct an annual review of the Executive Director and provide a copy of the annual review to the City Council upon its completion.

ARTICLE VI

OFFICERS

Section 1. ***Titles, Duties, and Term of Office:***

- a. The officers of the Corporation shall be a chairman, a vice chairman, a president, a secretary and a treasurer, and such other officers as the Board may from time to time elect or appoint. One person may hold more than one office, except that the chairman shall not hold the office of vice chairman or secretary. Terms of office shall be one (1) year, ending September 30, with the right of an officer to be re-elected.
- b. All officers shall be elected by and be subject to removal from office at any time, by a vote of a majority of the entire Board.
- c. A vacancy in the office of any officer shall be filled for the remaining term by a vote of a majority of the entire Board.

Section 2. **Chairman:** The chairman shall be the presiding officer of the Board with the following authority:

- a. Shall preside over all meetings of the Board.
- b. Shall vote on all matters coming before the Board.
- c. Shall have the authority, upon notice to the members of the Board, to call a Special Meeting of the Board when in his or her judgment such a meeting is required.
- d. Shall have the authority to appoint, with Board approval, standing committees to aid and assist the Board in its business undertakings or other matters incidental to the operation and functions of the Board.
- e. Shall have the authority to appoint, with Board approval, ad hoc committees which may address issues of a temporary nature of concern or which have a temporary affect on the business of the Board.
- f. In addition to the above mentioned duties, the chairman shall sign with the Secretary of the Board or other designated person any deed, mortgage, bonds, contracts, or other instruments which the Board has approved and unless the execution of said document has been expressly delegated to some other officer or agent of the Corporation by appropriate Board resolution, by a specific provision of these Bylaws, or by statute.
- g. In general, the chairman shall perform all duties incident to the office, and such other duties as shall be prescribed from time to time by the Board.

Section 3. **Vice Chairman:** The vice chairman shall have such powers and duties as may be prescribed by the Board and shall exercise the powers of the chairman during that officer's absence or inability to act. Any action taken by the vice chairman in the performance of the duties of the chairman shall be presumptive evidence of the chairman's absence or inability to act at the time such action was taken.

Section 4. **Treasurer:** The City's Finance Department shall have the responsibility to the disbursement, custody and security of all funds and securities of the Corporation in accordance with these Bylaws and statutes governing the Corporation formed under the Act. The treasurer shall maintain the financial reports provided by the City's Finance Department.

Section 5. **Secretary:** The secretary may sign with the president upon the approval of the Board in the name of the Corporation, and/or attest to the signature thereto, all contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, notes and other instruments of the Corporation, shall have charge of the corporate books, records, documents and instruments, except the papers as the Board may direct, all of which shall at all reasonable time be open to public inspection upon application at the office of the Corporation during business hours, and shall in general perform all duties incident to the office of secretary subject to the control of the Board. The Secretary shall submit a copy of all corporation minutes and actions to the City Secretary within a reasonable time after a meeting.

Section 6. **Election of Officers:** The chairman, vice chairman, secretary, and treasurer shall be elected from among the members of the Board.

- Section 7. **Compensation:** Officers who are members of the Board shall not receive any salary or compensation for their services, except that they may be reimbursed for their actual and reasonable expenses incurred in the performance of their duties.
- Section 8. **Personnel:** The Corporation may establish full-time and/or part-time personnel positions. Personnel positions so established shall be reelected in the Annual Corporate Budget and approved accordingly, as referenced in Article VI, Section 2 of these Bylaws.
- Section 9. **Contracts for Service:** The Corporation may contract with any qualified and appropriate person, association, corporation or governmental entity to perform and discharge designated tasks which will aid or assist the Board in the performance of its duties. However, no such contract shall ever be approved or entered into which seeks or attempts to divest the Board of its discretion and policy-making functions in discharging the duties herein above set forth in this section.

ARTICLE VII

FUNCTIONAL CORPORATE DUTIES AND REQUIREMENTS

- Section 1. **Economic Development Plan:** The Board shall research, develop, prepare, and submit to the Council for its approval, an economic development plan for the City, which shall include proposed methods and the expected costs of implementation. The plan shall include both short-term and long-term goals for the economic development of the City. Said plan should take into consideration general development plans and policies of the City Council.
- Section 2. **Annual Corporate Budget:** On or before July 25th of each year, the Board shall adopt a proposed budget of expected revenues and proposed expenditures of the next ensuing fiscal year. The budget shall not be effective nor shall expenditures occur until the same has been approved by the Council.
- Section 3. **Books, Records, Audits:**
- a. The Corporation shall keep and properly maintain, in accordance with generally accepted accounting principles, complete books, records, accounts, and financial statements pertaining to its corporate funds, activities, and affairs. Notwithstanding Article V, Section 4, the Corporation may maintain any financial records solely at the City offices.
 - b. The books, records, accounts, and financial statements of the Corporation shall be audited at least once each fiscal year by an outside, independent auditing and accounting firm approved by the Board. Such audit shall be at the expense of the Corporation.
- Section 4. **Deposit and Investment of Corporate Funds:**
- a. All proceeds from the issuance of bonds, notes, other debt instruments ("Debt Obligations") issued by the Corporation shall be deposited and invested as provided in the resolutions, orders, indentures, or other documents authorizing or relating to the issuance.
 - b. All other monies of the Corporation shall be deposited, secured, and/or invested in the manner provided for the deposit, security, and/or investment of the public funds of the City. The Board shall designate authorized signatures on all payment authorization and/or check requests of Ten Thousand (\$10,000.00) or more. Any check

request or other financial instrument for a proposed expenditure totaling less than Ten Thousand (\$10,000.00) Dollars shall require only one signature of either the Treasurer or President of the Corporation. The accounts reconciliation and investment of such funds and accounts may be reviewed by the Finance Department of the City, at the City's expense.

Section 5. **Expenditures of Corporate Money:** The monies of the Corporation, including sales and use taxes collected pursuant to Tex. Loc. Gov't Code Ann. Chapter 504, monies derived from the repayment of loans, rents received from the lease or use of property, the proceeds from the investment of funds of the Corporation, the proceeds from the sale of property, and the proceeds derived from the sale of Obligations, may be expended by the Corporation for any of the purposes authorized by the Act, subject to the following limitation:

- a. Expenditures for the proceeds of Obligations shall be identified and described in the orders, resolutions, indentures or other agreements submitted to and approved by the City Council prior to the sale and delivery of the Obligations to the purchasers thereof required by Section 6 of this Article.
- b. All other proposed expenditures shall be made in accordance with and shall be set forth in the annual budget required by Section 2 of this Article.

Section 6. **Issuance of Obligations:** No Obligations, including refunding Obligations, shall be sold and delivered by the Corporation unless the City Council shall approve such Obligations by action taken no more than sixty (60) days prior to the date of sale of the Obligations.

Section 7. **Conflicts of Interest:** A Board member, officer of the Corporation, or member of the City Council may not lend money to or borrow money from the Corporation or otherwise transact business with the Corporation.

Section 8. **Gifts:** The Board may accept on behalf of the Corporation any contribution, gift, bequest, or devise for the general purposes or for any special purposes of the Corporation.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 1. **Fiscal Year:** The fiscal year of the Corporation shall be the same as the fiscal year of the City.

Section 2. **Seal:** The seal of the Corporation shall be determined by the Board.

Section 3. **Resignation:** Any director or officer may resign at any time. Such resignation shall be made in writing and shall take effect at the time specified therein; or, if no time is specified, at the time of its receipt by the chairman or secretary. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

Section 4. **Approval or Advice and Consent by the Council:** To the extent that these Bylaws refer to any approval by the City or the Council or refer to advice and consent by the Council, such approval, or advice and consent shall be evidenced by a certified copy of a resolution, order, or motion duly adopted by the Council.

Section 5. ***Services of City Staff and Officers:*** The Corporation shall have the right to utilize the services of City personnel for usual and routine matters, provided that the performance of such service does not materially interfere with the other duties of such personnel of the City. Subject to the approval of the City Manager or the City Council, the Corporation may utilize the services of City personnel for unusual and non-routine matters. The Corporation shall pay reasonable compensation to the City for such services or use of any City personnel.

Section 6. ***Indemnification of Directors, Officers and Employees:***

- a. As provided in the Act, the Corporation is, for the purposes of the Texas Tort Claims Act (Subchapter A, Chapter 101, Texas Civil Practices and Remedies Code), a governmental unit and its actions are governmental functions.
- b. The Corporation shall indemnify a person who was, is or has been threatened to be made a named defendant or respondent in a proceeding because the person is or was a Board member, officer, employee, or agent, but only if the determination to indemnify is made in accordance with the provision of Tex. Bus. Org. Code Ann. Chapter 8, as amended.
- c. The Corporation shall indemnify each and every member of the Board, its officers, its employees, its agents, and each member of the City Council and each employee of the City, to the fullest extent permitted by law and not otherwise covered by insurance, against any and all actions or omissions that may arise out of the functions and activities of the Corporation.
- d. The Corporation may purchase and maintain insurance on behalf of any Board member, officer, employee or agent of the Corporation, or on behalf of any person serving at the request of the Corporation as a Board member, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against that person and incurred by that person in any such capacity or arising out of any such status with regard to the Corporation, whether or not the Corporation has the power to indemnify that person against liability for any of those acts.
- e. Any indemnification or liability insurance provided under this Section may be obtained through the City's general insurance coverage.

ARTICLE IX

EFFECTIVE DATE, AMENDMENTS

Section 1. ***Effective Date:*** These Bylaws shall become effective upon the occurrence of the following events:

- a. the adoption of these Bylaws by the Board; and
- b. The approval of these Bylaws by the City Council.

Section 2. ***Amendments to Articles of Incorporation and Bylaws:*** The Articles of Incorporation and the Bylaws may be amended or repealed and amended articles of incorporation and bylaws may be adopted by an affirmative vote of at least four (4) Board members present at any regular meeting or at any special meeting, if at least five (5) days written notice is given of an intention to amend or repeal the articles of incorporation and bylaws or to adopt new articles of incorporation and bylaws at such meeting. Any amendment of the

articles of incorporation and bylaws will be effective upon approval by the City Council.

Adopted this the 9 day of September, 2013.

Keith Clifton
Chairman of the Board of Directors

Attest:

Julie Foot
Corporate Secretary

15-789



TITLE: Consider/Discuss/Act on Forwarding Certain Amendments to the Bylaws of the McKinney Community Development Corporation for Review and Consideration by its Board of Directors

COUNCIL GOAL: Operational Excellence

MEETING DATE: August 18, 2015

DEPARTMENT: City Council

CONTACT: Mayor, Mayor Pro Tem and Council members

RECOMMENDED CITY COUNCIL ACTION:

- Approve

ITEM SUMMARY:

- The City Council has proposed certain amendments to the McKinney Community Development Corporation Bylaws.

BACKGROUND INFORMATION: N/A

FINANCIAL SUMMARY: N/A

BOARD OR COMMISSION RECOMMENDATION: N/A

SUPPORTING MATERIALS:

[MCDC 7th Amended Bylaws - Redline](#)

[MCDC 7th Amended Bylaws](#)

[2013-10-157 R MCDC 6th Amended Bylaws](#)

SIXTHSEVENTH AMENDED BYLAWS

OF THE

MCKINNEY COMMUNITY DEVELOPMENT CORPORATION

WHEREAS, the McKinney Community Development Corporation (~~“Corporation”~~) duly adopted its ~~FifthSixth~~ Amended Bylaws at a meeting of the Board of Directors in ~~2012~~October 2013; and

WHEREAS, the Board has determined that the ~~FifthSixth~~ Amended Bylaws should be amended in order to clarify the procedures related to corporate governance.

NOW, THEREFORE, these ~~SixthSeventh~~ Amended Bylaws for the Corporation shall be substituted for and replace the ~~FifthSixth~~ Amended Bylaws in their entirety.

ARTICLE I PURPOSE AND POWERS

Section 1. Purpose.

The Corporation is incorporated for the purposes set forth in Article Four of its Articles of Incorporation, the same to be accomplished on behalf of the City of McKinney, Texas, a Texas municipal corporation (the ~~“City”~~) and as its duly constituted authority and instrumentality in accordance with the Development Corporation Act of 1979, Tex. Rev. Civ. Stat. Ann. Art. 5190.6, as amended, Tex. Loc. ~~Gov't~~Gov't. Code Ann. Chapter 501 (~~“Act”~~), as amended, and other applicable laws.

Section 2. Powers.

In the fulfillment of its corporate purpose, the Corporation shall be governed by Tex. Loc. ~~Gov't~~Gov't. Code Ann. Chapters 501 and 505 of the Act, and shall have all of the powers set forth and conferred in its Articles of Incorporation, in the Act, and in other applicable law, subject to the limitations prescribed therein and herein and to the provisions thereof and hereof.

ARTICLE II OFFICES

Section 1. Principal Office.

The principal office of the Corporation in the State of Texas shall be located in the City of McKinney, Collin County, Texas, at 5900 S. Lake Forest Drive, Suite 110, McKinney, TX 75070

Section 2. Registered Office and Registered Agent.

The Corporation shall have and continuously maintain in the State of Texas a registered office and a registered agent, whose office is identical with such registered office, as required by the Texas Non-Profit Corporation Act. The registered office may be, but need not be identical with the principal office of the corporation in the State of Texas and the address of the registered office may be changed from time to time by the Board.

ARTICLE III MEMBERSHIP

The Corporation shall have no members or stockholders.

ARTICLE IV BOARD OF DIRECTORS

Section 1. Powers, Number and Term of Office.

- (a) The property and affairs of the Corporation shall be managed and controlled by a Board of Directors ~~("Board")~~, ("Board"), save and except those functions managed by the City Manager under Article IV, Section 9 below. Subject to the restrictions imposed by law, by the Articles of Incorporation, and by these Bylaws, the Board shall exercise all of the powers of the Corporation.
- (b) The Board shall consist of seven (7) Directors each of whom shall be appointed by City Council of the City of McKinney ~~("City Council")~~.
- (c) Each Director shall serve terms consistent with the City Council Policy on Board and Commission Appointment and Eligibility or until his or her successor is appointed by the Council; provided,

however, upon the death, resignation or removal of a Director, the Council shall appoint a replacement Director to serve for the unexpired term of office of the replaced Director. Any restriction as to term is governed by the Council. ~~Unless otherwise provided, terms shall expire on September 30.~~

~~(d)~~ Unless otherwise provided, terms shall expire on September 30.

~~(d)~~(e) Any Director, including Board officers, may be removed from office by the City Council at any time without cause.

Section 2. Regular and Special Meetings.

The Directors shall hold their regular meetings at such place or places within the City limits as the Board may from time to time determine; provided, however, in the absence of any such determination by the Board, the meetings shall be held at the principal office of the Corporation as specified in Article II of these Bylaws. Special meetings of the Board shall be held whenever called by the ~~chair~~Chairman, by a majority of the Directors, by the City Manager, by the Mayor of the City, or by the City Council. Special meetings of the Board shall likewise be held within the City limits. In addition to posting a meeting notice in accordance with these Bylaws, a copy of each such meeting notice shall be delivered by United States mail or email to each Director not less than seventy-two (72) hours before the time of the meeting. Such additional notice may be waived in writing by a Director at any time either before or after the time of the meeting and such additional notice shall be deemed waived by attendance.

Section 3. Notice and ~~Texas~~ Open Meetings Act.

As stated in the Act, Section 11(b), the Corporation shall be considered a ~~"governmental body"~~ within the meaning of The Texas Open Meetings Act, Texas Government Code, Sec. 551.001, and notice of each meeting and deliberation shall be given to the public in accordance with the provisions of the Texas Open Meetings Act, as it may be amended.

Section 4. Quorum and Voting.

A majority of the Directors shall constitute a quorum for the conduct of the official business of the Corporation. A majority shall be four (4) Directors. The affirmative act of ~~a quorum of four (4)~~ Directors shall constitute the act of the Board and of the Corporation unless the act of a greater number is required by law. Directors must be present in order to vote at any meeting, and no Director may vote or attend by proxy.

Section 5. Attendance.

Regular attendance is required at all posted meetings called by the Chairman, ~~the~~ majority of the board, or the City Council. Attendance at the Board meetings is required in accordance with the City Council Policy on Board and Commission Member Appointment and Eligibility.

Section 6. Conduct of Business.

- (a) At the meetings of the Board, matters pertaining to the business of the Corporation shall be considered in accordance with the rules of procedure as from time to time prescribed by the Board, subject to the specific requirements of Section 9(b) below for agenda items concerning the performance of the President.
- (b) At all meetings of the Board, the ~~chair~~Chairman shall preside, and in the absence of the ~~Chair~~Chairman, the Vice ~~Chair~~Chairman shall exercise the powers of the ~~chair~~Chairman.
- (c) The Secretary of the Corporation shall act as secretary of all meetings of the Board, but in the absence of the Secretary, the presiding officer may appoint any person to act as Secretary of the meeting.

Section 7. Sub-Committees of the Board.

The Board may designate no more than three (3) Directors to constitute an official sub-committee of the Board to exercise such authority of the Board as may be specified in any resolution. It is provided, however, that any ~~sub-committee~~subcommittee shall function as a recommending body only. Final official action of the Corporation may be exercised only by the Board. The sub-committees may include external representation if deemed necessary by the Board. Each sub-committee shall keep regular minutes of the transactions of its meetings. Sub-committee minutes shall be handled in the same manner as Board minutes and voted and approved by the Board and the City Council.

Section 8. Compensation.

Officers of the Board shall not receive any salary or compensation for their services, except that they may be reimbursed for their actual and reasonable expenses incurred in the performance of their duties hereafter. ~~Other officers who are not members of the Board may be~~

~~compensated as directed by the Board.~~

Section 9. Personnel.

The Corporation ~~may~~shall establish full-time and/or part-time personnel positions ~~in accordance with this Section 9.~~ Personnel positions so established shall be reflected in the Annual ~~Corporate~~Corporation Budget and approved accordingly, as referenced in Article VI, Section 2 of these Bylaws. Corporation personnel shall be City employees ~~of performing work for the City of McKinney~~ MCDC, under the supervision and direction of the City Manager, or his or her designee, while retaining their status as City employees.

a. The City, through its City Manager, shall:

1. Provide employees ("Loaned Employees") for use by the MCDC. "Loaned Employees" shall include the President and all other employees of MCDC.
2. Provide all City employee benefits, including but not limited to, vacation, sick leave, health insurance, family medical leave, and TMRS, for all Loaned Employees.
3. Provide direct supervision, discipline and compensation decision-making for the President. Any compensation decision-making for other Loaned Employees and bonus compensation for all Loaned Employees shall be determined solely by the City Manager.
4. Provide indirect supervision and discipline for the other Loaned Employees through the President's supervisory authority over such other Loaned Employees.
5. Provide for the hiring, management, training, and termination functions for all Loaned Employees, subject to ~~all provisions~~the limitations of Section 10 below.
6. Provide supervisory and management support assistance to MCDC, in the event MCDC has a vacancy in the position of President.

b. The MCDC, through its Board of Directors or through any Board-authorized subcommittee, may:

1. Provide periodic input to the City Manager regarding the supervision (including any performance evaluations performed by the City Manager), compensation,

management and discipline of Loaned Employees, including participation in the preparation of the job description and candidate profile for the President.

2. Provide input into the interview process for the President.

3. Notwithstanding the foregoing, any two (2) Board members shall have the right to place an agenda item on any regular or special Board meeting to discuss the performance of the President. The agenda item shall first be placed on a closed session agenda; however the Board may take action resulting therefrom. Any subsequent meeting may include an agenda item on an open session agenda item regarding the performance of the President.

c. The MCDC, through its Board of Directors, shall:

1. Pay the actual costs incurred by City for administering TMRS, health insurance, and all other benefits for all Loaned Employees.

2. Adhere to all City personnel policies and ~~the City Charter. The Board has supervision of and authority regarding such personnel for all purposes unless expressly delegated by the Board.~~ procedures, including disciplinary appeals, for all Loaned Employees.

3. Provide office space, supplies and a safe working environment for all Loaned Employees.

4. Adhere to City policies and state and federal laws regarding workplace safety, accessibility, family leave and employment discrimination.

Section 10. President.

The President shall be a compensated employee of the ~~Board. The President/chief executive officer~~City. Subject to the City Manager' supervision and management of the President under Article VI, Section 9, the President shall be responsible for all daily operations and management of the Corporation and the implementation of Board policies and resolutions. The President/~~chief executive officer~~ shall attend all Board meetings and perform those duties and functions as the ~~Board~~City Manager shall prescribe. The Board shall not be required to retain a President, but any person so named shall be an employee of the City of McKinney and subject to all provisions of the City personnel policies and the City Charter. The President of the Corporation shall be hired by the ~~Board only upon ratification by the City Council. Termination of the Executive Director~~Manager; however such hiring shall ~~require Board approval by a majority vote of the board in open session~~be subject to the

~~prior notice and shall only be effective upon ratification by majority vote of consultation with the Board under these Bylaws and with the City Council in open session. The Board under the Home Rule Charter. The City Manager shall have the authority to terminate the President; however, such termination shall be subject to the prior notice and consultation with the Board under these Bylaws and with the City Council under the Home Rule Charter. The City Manager shall conduct an annual performance review of the President and provide a copy of the annual review to the Board and the City Council upon is completion.~~

ARTICLE V OFFICERS

Section 1. Titles and Terms of Office.

- (a) The officers of the Corporation shall be a ~~Chair~~Chairman; a Vice ~~Chair~~Chairman, a Secretary, a Treasurer and such other officers as the Board may from time to time elect or appoint. One person may hold more than one office, except that the ~~Chair~~Chairman shall not hold the office of Secretary. Terms of officers shall be one (1) year, ending September 30, with the right of the officer to be re-elected.
- (b) All officers shall be elected by and subject to removal from office at any time by a vote of a majority of the entire Board, however, the Board may not remove the officer from the Board.

Section 2. ~~Chair.~~ Chairman.

The ~~Chair~~Chairman shall be a member of the Board and shall:

- (a) Preside over all meetings of the Board.
- (b) Vote on all matters coming before the Board.
- (c) Upon notice to the members of the Board, call a Special Meeting of the Board when in his or her judgment such a meeting is required.
- (d) Appoint, with Board approval, sub-committees to aid and assist the Board in its business undertakings or other matters incident to

the operation and functions of the Board.

- (e) Sign and execute all contracts and other legal documents, jointly with the City Manager, in the name of the Corporation as approved by the Board.

Section 3. Vice ~~Chair~~Chairman.

The Vice ~~Chair~~Chairman shall be a member of the Board and shall exercise the powers of the ~~chair~~Chairman during the ~~Chair's~~Chairman's absence, refusal, or inability to act. Any action taken by the Vice ~~Chair~~Chairman in the performance of the duties of the ~~Chair~~Chairman shall be conclusive evidence of the ~~Chair's~~Chairman's absence or inability or refusal to act at the time such action was taken.

Section 4. Treasurer.

The ~~City's~~City's Finance Department shall have the responsibility to the disbursement, custody and security of all funds and securities of the Corporation in accordance with these Bylaws and statutes governing the Corporation formed under the Act. The Treasurer shall maintain the financial reports provided by the ~~City's~~City's Finance Department. -

Section 5. Secretary.

The Secretary may sign with the President upon the express approval of the Board in the name of the Corporation, and/or attest to the signature thereto, all contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, notes and other instruments of the Corporation, shall have charge of the corporate books, records, documents and instruments, except the papers as the Board may direct, all of which shall at all reasonable time be open to public inspection upon application at the office of the Corporation during business hours, and shall in general perform all duties incident to the office of Secretary subject to the control of the Board.

Section 6. Election of officers.

The ~~Chair~~Chairman, Vice ~~Chair~~Chairman, Secretary, and Treasurer shall be elected from among the members of the Board.

ARTICLE VI FUNCTIONAL CORPORATE DUTIES AND REQUIRMENTS

Section 1. Annual Report.

The Corporation shall prepare an annual report on or before the first day of April of each year for the City Council, outlining the accomplishments of the ~~Corporation's~~Corporation's activities of the previous fiscal year as they relate to the development of community facilities and the mission and the goals of the Board.

Section 2. Annual Corporate Budget.

On or before the twenty-fifth (25th) day of July of each year, the Board shall adopt a proposed budget, prepared by the City Manager and submitted to the Board for its consideration, including any Board-directed amendments thereto, of expected revenues and proposed expenditures of the next ensuing fiscal year. Upon the Board's adoption of its proposed budget, the Chairman shall forward same to the City Council for its consideration. The proposed budget shall not be effective nor shall expenditures occur until the same has been approved by the City Council.

Section 3. Books, Records, Audits.

- (a) The Corporation shall keep and properly maintain, in accordance with generally accepted accounting principles, complete books, records, accounts and financial statements pertaining to its corporate funds, activities, and affairs. Notwithstanding Article V, Section 4, the Corporation may maintain any financial records solely at the City offices.
- (b) The books, records, accounts, and financial statements of the Corporation shall be audited at least once each fiscal year by an outside, independent auditing and accounting firm approved by the Board. The audit may be prepared in conjunction with the annual financial audit of the City of McKinney.

Section 4. Deposit and Investment of Corporate Funds.

- (a) All proceeds from the issuance of bonds, notes, or other debt instruments ~~("Obligations")~~ issued by the Corporation shall be deposited and invested as provided in any resolution, order, indenture, or the other documents authorizing or relating to any such issuance.
- (b) All other monies of the Corporation shall be deposited, secured and/or invested in the manner provided for the deposit, security, and/or investment of the public funds of the City and in compliance with the Public Funds Investment Act. The Board shall designate authorized signatures on all payment authorization and/or check requests. The accounts reconciliation and investment of such funds and accounts may be reviewed

by the Finance Department of the City, at the ~~City's~~City's expense.

Section 5. Expenditures of Corporate Money.

The monies of the Corporation, including, but not limited to, sales and use taxes collected pursuant to ~~Section 4B~~Chapter 505 of the Act, monies derived from the repayment of loans, rents received from the lease or use of property, proceeds from the investment of funds of the Corporation, proceeds from the sale of property, and proceeds derived from the sale of Obligations, may be expended by the Corporation for any purposes authorized by the Act, subject to the following:

- (a) Expenditures from the proceeds of Obligations shall be identified and described in the orders, resolutions, indentures, or other agreements submitted to and approved by the City Council prior to the sale and delivery of the Obligations to the purchasers thereof required by Section 6 of this Article.
- (b) Expenditures that may be made from a fund created with the proceeds of Obligations and expenditures of monies derived from sources, other than the proceeds of Obligations, may be used for the purposes of financing or otherwise providing one or more ~~"Projects,"~~ "Projects," as defined in the Act. The specific projects shall not be merely components or subparts of the same overall project. The specific expenditures shall be described in a resolution or order of the Board and shall be made after the approval thereof by the City Council, if required.
- (c) All proposed expenditures shall be made in accordance with and shall be set forth in the annual budget required in Section 2 of this Article.
- (d) The Board shall publish notice of and hold a public hearing on each Project as required by Chapters 501 and 505 of the Act.
- (e) For any specific project utilizing discretionary funds, as such funds are identified in the ~~corporation's~~corporation's City Council approved annual budget, the Board has sole approval authority and may begin making expenditures sixty (60) days subsequent to the date that the public hearing notice is published as required by Sec. 5 (d), unless the Project is protested as provided in the Act. Any non-discretionary ~~project's~~project's approval shall require the affirmative vote of four (4) City Council members. The Board shall not expend any funds for a non-discretionary Project that fails to receive required approval from the City Council.

Section 6. Issuance of Obligations.

No Obligations, including refunding Obligations, shall be sold and delivered by the Corporation unless and until the City Council shall approve such Obligations by action taken no more than one hundred and twenty (120) days prior to the date of sale of the Obligations.

Section 7. Conflict of Interest.

The members of the Board are local public officials within the meaning of the Texas Local Government Code, Chapter 171. If a Director has a substantial interest in a business entity or real property which is the subject of deliberation by the Board, the Director shall file an affidavit with the Secretary of the Corporation as to the nature and extent of the interest. Such affidavit shall be filed prior to any vote or decision upon the matter of the Board, and the interested Director shall abstain from any vote, decision or discussion upon the matter. No Council member, officer or employee of the City of McKinney shall have a financial interest, direct or indirect, in any contract with the McKinney Community Development Corporation. All members of the Board shall comply with any conflict of interest rules passed by resolution of the City Council and to the extent this section conflicts with any rules passed by resolution of the City Council, the rules promulgated by City Council shall control.

Section 8. Gifts.

The Board may accept on behalf of the Corporation, any contribution, gift, bequest, or devise for the general purposes or for any special purposes of the Corporation.

Section 9. Contracts for Service.

The Corporation may contract with any qualified and appropriate person, association, corporation or governmental entity to perform and discharge any designated task which will aid or assist the Board in the performance of its duties. Such designated tasks may include but are not limited to project conceptualization/feasibility studies and project analysis. These contracts (i) shall not be considered ~~“Projects”~~ under the Act; (ii) shall not require the public hearings provided by Section 5 (d) and (e), and (iii) except as otherwise provided herein, shall not be subject to City Council approval. City Council approval of such contract is required if the proposed contract is not already included in the current annual budget as a specific expenditure and if such contract exceeds Seventy-Five Thousand and No /100 Dollars (\$75,000.00). Furthermore, no such contract shall ever be approved or entered into which seeks or attempts to divest the City Manager of his or her authority or of the Board of its discretion and policy-making functions in discharging the duties herein set forth.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 1. Fiscal Year.

The fiscal year of the Corporation shall be the same as the fiscal year of the City.

Section 2. Seal.

The seal of the Corporation shall be determined by the Board.

Section 3. Resignations.

Any Director or officer may resign at any time. Such resignations shall be made in writing and shall take effect at the time specified therein; or, if no time be specified, at the time of its receipt by the City Council. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

Section 4. Approval or Advice and Consent by the Council.

To the extent that these Bylaws refer to any approval by the Council or refer to advice and consent by the City Council, such advice and consent shall be evidenced by a certified copy of a resolution, order or motion duly adopted by City Council.

Section 5. Services of City Staff and Officers.

Subject to the approval of the City Manager, the Corporation shall have the right to utilize the services of the City personnel for usual and routine matters, provided that the performance of such service does not materially interfere with the other duties of such personnel of the City. ~~Subject to approval of the City Manager or the City Council, the Corporation may and may further~~ utilize the services of City personnel for unusual and non-routine matters. The Corporation shall pay reasonable compensation to the City for such services or use of any City personnel.

Section 6. Indemnification of Directors, Officers and Employees.

- (a) As provided in the Act and in the Articles of Incorporation, the Corporation is, for the purposes of the Texas Tort Claims Act

(Subchapter A, Chapter 101, Texas Civil Practices and Remedies Code), a governmental unit and its actions are governmental functions.

- (b) The Corporation shall indemnify each and every member of the Board, its officers, its employees, its attorneys, each member of City Council and each employee of the City, to the fullest extent permitted by law, against any and all liability or expense, including ~~attorneys~~attorneys' fees incurred by any of such persons by reason of any actions or omissions that may arise out of the functions and activities of the Corporation.
- (c) The Corporation may purchase and maintain insurance on behalf of any Board member, officer, employee or agent of the Corporation, or on behalf of any person serving at the request of the Corporation as a Board member, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against that person and incurred by that person in any such capacity or arising out of any such status with regard to the Corporation, whether or not the Corporation has the power to indemnify that person against liability for any of those acts.
- (d) Any indemnification or liability insurance provided under this Section may be obtained through the ~~City's~~City's general insurance coverage.

Section 7. Legal Construction.

These Bylaws shall be construed in accordance with the laws of the State of Texas. All references in these Bylaws to statutes, regulations, or **other** sources of legal authority shall refer to the authorities cited, or their successors, as they may be amended from time to time. It is expressly provided that the provisions of the Act applicable to corporations governed under Chapter 501 and 505 of the Act are incorporated within these Bylaws by reference. In the event of any conflict between the applicable provisions of such Act and these Bylaws, then the applicable provisions of the Act shall control.

Section 8. Severability.

If any provision or section of these Bylaws is held to be invalid, illegal or unenforceable in any respect, the invalidity, illegality or unenforceability shall not affect any other provision, and the Bylaws shall be construed as if the invalid, illegal, or unenforceable provision had not been included in the Bylaws.

Section 9. Parties Bound.

The Bylaws shall be binding upon and inure to the benefit of the Directors,

officers and agents of the Corporation and their respective heirs, executors, administrators, legal representatives, successors and assigns, except as otherwise provided herein.

Section 10. Applicability of City Charter, Policies and Procedures.

The City Charter and all duly approved City ~~polieys~~policies and procedures shall apply directly to the Corporation and the Board unless such charters, policies or procedures are superseded by state law or are not related to the functions of the Board. The Board has the discretion, subject to the approval of the City Council, to adopt other policies and procedures in addition to or in place of these policies and procedures of the City.

**ARTICLE VIII
EFFECTIVE DATE, AMENDMENTS**

Section 1. Effective Date.

These Bylaws shall become effective upon the occurrence of all of the following events:

- (a) the adoption of these Bylaws by the Board; and
- (b) the approval and adoption of these Bylaws by the City

Council.

Section 2. Amendments to Articles of Incorporation and Bylaws.

The Articles of Incorporation of the Corporation and these Bylaws may be amended or repealed and amended Articles of Incorporation and Bylaws may be adopted by an affirmative vote of at least four (4) Board members present at any regular meeting or any special meeting, if at least three (3) days written or electronic notice is given of an intention to amend or repeal the articles of incorporation and bylaws or to adopt new articles of incorporation and bylaws at such meeting. Any amendment of the articles of incorporation and bylaws will be effective upon approval by the City Council.

Adopted this the _____ day of _____,

2013_____, 2015.

Chair of the Board of Directors

Attest:

Board Secretary

SEVENTH AMENDED BYLAWS
OF THE
MCKINNEY COMMUNITY DEVELOPMENT CORPORATION

WHEREAS, the McKinney Community Development Corporation ("Corporation") duly adopted its Sixth Amended Bylaws at a meeting of the Board of Directors in October 2013; and

WHEREAS, the Board has determined that the Sixth Amended Bylaws should be amended in order to clarify the procedures related to corporate governance.

NOW, THEREFORE, these Seventh Amended Bylaws for the Corporation shall be substituted for and replace the Sixth Amended Bylaws in their entirety.

ARTICLE I

PURPOSE AND POWERS

Section 1. Purpose.

The Corporation is incorporated for the purposes set forth in Article Four of its Articles of Incorporation, the same to be accomplished on behalf of the City of McKinney, Texas, a Texas municipal corporation (the "City") and as its duly constituted authority and instrumentality in accordance with the Development Corporation Act of 1979, Tex. Rev. Civ. Stat. Ann. Art. 5190.6, as amended, Tex. Loc. Gov't. Code Ann. Chapter 501 ("Act"), as amended, and other applicable laws.

Section 2. Powers.

In the fulfillment of its corporate purpose, the Corporation shall be governed by Tex. Loc. Gov't. Code Ann. Chapters 501 and 505 of the Act, and shall have all of the powers set forth and conferred in its Articles of Incorporation, in the Act, and in other applicable law, subject to the limitations prescribed therein and herein and to the provisions thereof and hereof.

ARTICLE II

OFFICES

Section 1. Principal Office.

The principal office of the Corporation in the State of Texas shall be located in the City of McKinney, Collin County, Texas, at 5900 S. Lake Forest Drive, Suite 110, McKinney, TX 75070.

Section 2. Registered Office and Registered Agent.

The Corporation shall have and continuously maintain in the State of Texas a registered office and a registered agent, whose office is identical with such registered office, as required by the Texas Non-Profit Corporation Act. The registered office may be, but need not be identical with the principal office of the corporation in the State of Texas and the address of the registered office may be changed from time to time by the Board.

ARTICLE III

MEMBERSHIP

The Corporation shall have no members or stockholders.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. Powers, Number and Term of Office.

- (a) The property and affairs of the Corporation shall be managed and controlled by a Board of Directors ("Board"), save and except those functions managed by the City Manager under Article IV, Section 9 below. Subject to the restrictions imposed by law, by the Articles of Incorporation, and by these Bylaws, the Board shall exercise all of the powers of the Corporation.
- (b) The Board shall consist of seven (7) Directors each of whom shall be appointed by City Council of the City of McKinney ("City Council").
- (c) Each Director shall serve terms consistent with the City Council Policy on Board and Commission Appointment and Eligibility or until his or her successor is appointed by the Council; provided, however, upon the death, resignation or removal of a Director, the Council shall appoint a replacement Director to serve for the unexpired term of office of the replaced Director. Any restriction as to term is governed by the Council.
- (d) Unless otherwise provided, terms shall expire on September 30.
- (e) Any Director, including Board officers, may be removed from office by the City Council at any time without cause.

Section 2. Regular and Special Meetings.

The Directors shall hold their regular meetings at such place or places

within the City limits as the Board may from time to time determine; provided, however, in the absence of any such determination by the Board, the meetings shall be held at the principal office of the Corporation as specified in Article II of these Bylaws. Special meetings of the Board shall be held whenever called by the Chairman, by a majority of the Directors, by the City Manager, by the Mayor of the City, or by the City Council. Special meetings of the Board shall likewise be held within the City limits. In addition to posting a meeting, notice in accordance with these Bylaws, a copy of each such meeting notice shall be delivered by United States mail or email to each Director not less than seventy-two (72) hours before the time of the meeting. Such additional notice may be waived in writing by a Director at any time either before or after the time of the meeting and such additional notice shall be deemed waived by attendance.

Section 3. Notice and Texas Open Meetings Act.

As stated in the Act, Section 11(b), the Corporation shall be considered a "governmental body" within the meaning of The Texas Open Meetings Act, Texas Government Code, Sec. 551.001, and notice of each meeting and deliberation shall be given to the public in accordance with the provisions of the Texas Open Meetings Act, as it may be amended.

Section 4. Quorum and Voting.

A majority of the Directors shall constitute a quorum for the conduct of the official business of the Corporation. A majority shall be four (4) Directors. The affirmative act of four (4) Directors shall constitute the act of the Board and of the Corporation unless the act of a greater number is required by law. Directors must be present in order to vote at any meeting, and no Director may vote or attend by proxy.

Section 5. Attendance.

Regular attendance is required at all posted meetings called by the Chairman, a majority of the board, or the City Council. Attendance at the Board meetings is required in accordance with the City Council Policy on Board and Commission Member Appointment and Eligibility.

Section 6. Conduct of Business.

- (a) At the meetings of the Board, matters pertaining to the business of the Corporation shall be considered in accordance with the rules of procedure as from time to time prescribed by the Board, subject to the specific requirements of Section 9(b) below for agenda items concerning the performance of the President.
- (b) At all meetings of the Board, the Chairman shall preside, and in the absence of the Chairman, the Vice Chairman shall exercise the powers of the Chairman.

- (c) The Secretary of the Corporation shall act as secretary of all meetings of the Board, but in the absence of the Secretary, the presiding officer may appoint any person to act as Secretary of the meeting.

Section 7. Sub-Committees of the Board.

The Board may designate no more than three (3) Directors to constitute an official sub-committee of the Board to exercise such authority of the Board as may be specified in any resolution. It is provided, however, that any subcommittee shall function as a recommending body only. Final official action of the Corporation may be exercised only by the Board. The sub-committees may include external representation if deemed necessary by the Board. Each sub-committee shall keep regular minutes of the transactions of its meetings. Sub-committee minutes shall be handled in the same manner as Board minutes and voted and approved by the Board and the City Council.

Section 8. Compensation.

Officers of the Board shall not receive any salary or compensation for their services, except that they may be reimbursed for their actual and reasonable expenses incurred in the performance of their duties hereafter.

Section 9. Personnel.

The Corporation shall establish full-time and/or part-time personnel positions in accordance with this Section 9. Personnel positions so established shall be reflected in the Annual Corporation Budget and approved accordingly, as referenced in Article VI, Section 2 of these Bylaws. Corporation personnel shall be City employees performing work for the MCDC, under the supervision and direction of the City Manager, or his or her designee, while retaining their status as City employees.

- (a) The City, through its City Manager, **shall**:

1. Provide employees ("Loaned Employees") for use by the MCDC. "Loaned Employees" shall include the President and all other employees of MCDC.
2. Provide all City employee benefits, including but not limited to, vacation, sick leave, health insurance, family medical leave, and TMRS, for all Loaned Employees.
3. Provide direct supervision, discipline and compensation decision-making for the President. Any compensation decision-making for other Loaned Employees and bonus

compensation for all Loaned Employees shall be determined solely by the City Manager.

4. Provide indirect supervision and discipline for the other Loaned Employees through the President's supervisory authority over such other Loaned Employees.
5. Provide for the hiring, management, training, and termination functions for all Loaned Employees, subject to the limitations of Section 10 below.
6. Provide supervisory and management support assistance to MCDC, in the event MCDC has a vacancy in the position of President.

(b) The MCDC, through its Board of Directors or through any Board-authorized subcommittee, **may**:

1. Provide periodic input to the City Manager regarding the supervision (including any performance evaluations performed by the City Manager), compensation, management and discipline of Loaned Employees, including participation in the preparation of the job description and candidate profile for the President.
2. Provide input into the interview process for the President.
3. Notwithstanding the foregoing, any two (2) Board members shall have the right to place an agenda item on any regular or special Board meeting to discuss the performance of the President. The agenda item shall first be placed on a closed session agenda; however the Board may take action resulting therefrom. Any subsequent meeting may include an agenda item on an open session agenda item regarding the performance of the President.

(c) The MCDC, through its Board of Directors, **shall**:

1. Pay the actual costs incurred by City for administering TMRS, health insurance, and all other benefits for all Loaned Employees.
2. Adhere to all City personnel policies and procedures, including disciplinary appeals, for all Loaned Employees.
3. Provide office space, supplies and a safe working

environment for all Loaned Employees.

4. Adhere to City policies and state and federal laws regarding workplace safety, accessibility, family leave and employment discrimination.

Section 10. President.

The President shall be a compensated employee of the City. Subject to the City Manager' supervision and management of the President under Article VI, Section 9, the President shall be responsible for all daily operations and management of the Corporation and the implementation of Board polices and resolutions. The President shall attend all Board meetings and perform those duties and functions as the City Manager shall prescribe. The Board shall not be required to retain a President, but any person so named shall be an employee of the City of McKinney and subject to all provisions of the City personnel policies and the City Charter. The President of the Corporation shall be hired by the City Manager; however such hiring shall be subject to the prior notice and consultation with the Board under these Bylaws and with the City Council under the Home Rule Charter. The City Manager shall have the authority to terminate the President; however, such termination shall be subject to the prior notice and consultation with the Board under these Bylaws and with the City Council under the Home Rule Charter. The City Manager shall conduct an annual performance review of the President and provide a copy of the annual review to the Board and the City Council upon is completion.

ARTICLE V

OFFICERS

Section 1. Titles and Terms of Office.

- (a) The officers of the Corporation shall be a Chairman; a Vice Chairman, a Secretary, a Treasurer and such other officers as the Board may from time to time elect or appoint. One person may hold more than one office, except that the Chairman shall not hold the office of Secretary. Terms of officers shall be one (1) year, ending September 30, with the right of the officer to be re-elected.
- (b) All officers shall be elected by and subject to removal from office at any time by a vote of a majority of the entire Board, however, the Board may not remove the officer from the Board.

Section 2. Chairman.

The Chairman shall be a member of the Board and shall:

- (a) Preside over all meetings of the Board.
- (b) Vote on all matters coming before the Board.
- (c) Upon notice to the members of the Board, call a Special Meeting of the Board when in his or her judgment such a meeting is required.
- (d) Appoint, with Board approval, sub-committees to aid and assist the Board in its business undertakings or other matters incident to the operation and functions of the Board.
- (e) Sign and execute all contracts and other legal documents, jointly with the City Manager, in the name of the Corporation as approved by the Board.

Section 3. Vice Chairman.

The Vice Chairman shall be a member of the Board and shall exercise the powers of the Chairman during the Chairman's absence, refusal, or inability to act. Any action taken by the Vice Chairman in the performance of the duties of the Chairman shall be conclusive evidence of the Chairman's absence or inability or refusal to act at the time such action was taken.

Section 4. Treasurer.

The City's Finance Department shall have the responsibility to the disbursement, custody and security of all funds and securities of the Corporation in accordance with these Bylaws and statutes governing the Corporation formed under the Act. The Treasurer shall maintain the financial reports provided by the City's Finance Department.

Section 5. Secretary.

The Secretary may sign with the President upon the express approval of the Board in the name of the Corporation, and/or attest to the signature thereto, all contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, notes and other instruments of the Corporation, shall have charge of the corporate books, records, documents and instruments, except the papers as the Board may direct, all of which shall at all reasonable time be open to public inspection upon application at the office of the Corporation during business hours, and shall in general perform all duties incident to the office of Secretary subject to the control of the Board.

Section 6. Election of officers.

The Chairman, Vice Chairman, Secretary, and Treasurer shall be elected from among the members of the Board.

ARTICLE VI

FUNCTIONAL CORPORATE DUTIES AND REQUIRMENTS

Section 1. Annual Report.

The Corporation shall prepare an annual report on or before the first day of April of each year for the City Council, outlining the accomplishments of the Corporation's activities of the previous fiscal year as they relate to the development of community facilities and the mission and the goals of the Board.

Section 2. Annual Corporate Budget.

On or before the twenty-fifth (25th) day of July of each year, the Board shall adopt a proposed budget, prepared by the City Manager and submitted to the Board for its consideration, including any Board-directed amendments thereto, of expected revenues and proposed expenditures of the next ensuing fiscal year. Upon the Board's adoption of its proposed budget, the Chairman shall forward same to the City Council for its consideration. The proposed budget shall not be effective nor shall expenditures occur until the same has been approved by the City Council.

Section 3. Books, Records, Audits.

- (a) The Corporation shall keep and properly maintain, in accordance with generally accepted accounting principles, complete books, records, accounts and financial statements pertaining to its corporate funds, activities, and affairs. Notwithstanding Article V Section 4, the Corporation may maintain any financial records solely at the City offices.
- (b) The books, records, accounts, and financial statements of the Corporation shall be audited at least once each fiscal year by an outside, independent auditing and accounting firm approved by the Board. The audit may be prepared in conjunction with the annual financial audit of the City of McKinney.

Section 4. Deposit and Investment of Corporate Funds.

- (a) All proceeds from the issuance of bonds, notes, or other debt instruments ("Obligations") issued by the Corporation shall be deposited and invested as provided in any resolution, order, indenture, or the other documents authorizing or relating to any such issuance.
- (b) All other monies of the Corporation shall be deposited, secured and/or invested in the manner provided for the deposit, security,

and/or investment of the public funds of the City and in compliance with the Public Funds Investment Act. The Board shall designate authorized signatures on all payment authorization and/or check requests. The accounts reconciliation and investment of such funds and accounts may be reviewed by the Finance Department of the City, at the City's expense.

Section 5. Expenditures of Corporate Money.

The monies of the Corporation, including, but not limited to, sales and use taxes collected pursuant to Chapter 505 of the Act, monies derived from the repayment of loans, rents received from the lease or use of property, proceeds from the investment of funds of the Corporation, proceeds from the sale of property, and proceeds derived from the sale of Obligations, may be expended by the Corporation for any purposes authorized by the Act, subject to the following:

- (a) Expenditures from the proceeds of Obligations shall be identified and described in the orders, resolutions, indentures, or other agreements submitted to and approved by the City Council prior to the sale and delivery of the Obligations to the purchasers thereof required by Section 6 of this Article.
- (b) Expenditures that may be made from a fund created with the proceeds of Obligations and expenditures of monies derived from sources, other than the proceeds of Obligations, may be used for the purposes of financing or otherwise providing one or more "Projects," as defined in the Act. The specific projects shall not be merely components or subparts of the same overall project. The specific expenditures shall be described in a resolution or order of the Board and shall be made after the approval thereof by the City Council, if required.
- (c) All proposed expenditures shall be made in accordance with and shall be set forth in the annual budget required in Section 2 of this Article.
- (d) The Board shall publish notice of and hold a public hearing on each Project as required by Chapters 501 and 505 of the Act.
- (e) For any specific project utilizing discretionary funds, as such funds are identified in the corporation's City Council approved annual budget, the Board has sole approval authority and may begin making expenditures sixty (60) days subsequent to the date that the public hearing notice is published as required by Sec. 5 (d), unless the Project is protested as provided in the Act. Any non-discretionary project's approval shall require the

affirmative vote of four (4) City Council members. The Board shall not expend any funds for a non-discretionary Project that fails to receive required approval from the City Council.

Section 6. Issuance of Obligations.

No Obligations, including refunding Obligations, shall be sold and delivered by the Corporation unless and until the City Council shall approve such Obligations by action taken no more than one hundred and twenty (120) days prior to the date of sale of the Obligations.

Section 7. Conflict of Interest.

The members of the Board are local public officials within the meaning of the Texas Local Government Code, Chapter 171. If a Director has a substantial interest in a business entity or real property which is the subject of deliberation by the Board, the Director shall file an affidavit with the Secretary of the Corporation as to the nature and extent of the interest. Such affidavit shall be filed prior to any vote or decision upon the matter of the Board, and the interested Director shall abstain from any vote, decision or discussion upon the matter. No Council member, officer or employee of the City of McKinney shall have a financial interest, direct or indirect, in any contract with the McKinney Community Development Corporation. All members of the Board shall comply with any conflict of interest rules passed by resolution of the City Council and to the extent this section conflicts with any rules passed by resolution of the City Council, the rules promulgated by City Council shall control.

Section 8. Gifts.

The Board may accept on behalf of the Corporation, any contribution, gift, bequest, or devise for the general purposes or for any special purposes of the Corporation.

Section 9. Contracts for Service.

The Corporation may contract with any qualified and appropriate person, association, corporation or governmental entity to perform and discharge any designated task which will aid or assist the Board in the performance of its duties. Such designated tasks may include but are not limited to project conceptualization/feasibility studies and project analysis. These contracts (i) shall not be considered "Projects" under the Act; (ii) shall not require the public hearings provided by Section 5 (d) and (e), and (iii) except as otherwise provided herein, shall not be subject to City Council approval. City Council approval of such contract is required if the proposed contract is not already included in the current annual budget as a specific expenditure and if such contract exceeds Seventy-Five Thousand and No /100 Dollars (\$75,000.00). Furthermore, no such contract shall ever be approved or entered into which seeks or attempts to

divest the City Manager of his or her authority or of the Board of its discretion and policy-making functions in discharging the duties herein set forth.

ARTICLE VII

MISCELLANEOUS PROVISIONS

- Section 1. Fiscal Year.
The fiscal year of the Corporation shall be the same as the fiscal year of the City.
- Section 2. Seal.
The seal of the Corporation shall be determined by the board.
- Section 3. Resignations.
Any Director or officer may resign at any time. Such resignations shall be made in writing and shall take effect at the time specified therein; or, if no time be specified, at the time of its receipt by the City Council. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.
- Section 4. Approval or Advice and Consent by the Council.
To the extent that these Bylaws refer to any approval by the Council or refer to advice and consent by the City Council, such advice and consent shall be evidenced by a certified copy of a resolution, order or motion duly adopted by City Council.
- Section 5. Services of City Staff and Officers.

Subject to the approval of the City Manager, the Corporation shall have the right to utilize the services of the City personnel for usual and routine matters, provided that the performance of such service does not materially interfere with the other duties of such personnel of the City and may further utilize the services of City personnel for unusual and non-routine matters. The Corporation shall pay reasonable compensation to the City for such services or use of any City personnel.
- Section 6. Indemnification of Directors, Officers and Employees.

(a) As provided in the Act and in the Articles of Incorporation, the Corporation is, for the purposes of the Texas Tort Claims Act (Subchapter A, Chapter 101, Texas Civil Practices and Remedies Code), a governmental unit and its actions are governmental functions.

- (b) The Corporation shall indemnify each and every member of the Board, its officers, its employees, its attorneys, each member of City Council and each employee of the City, to the fullest extent permitted by law, against any and all liability or expense, including attorneys' fees incurred by any of such persons by reason of any actions or omissions that may arise out of the functions and activities of the Corporation.
- (c) The Corporation may purchase and maintain insurance on behalf of any Board member, officer, employee or agent of the Corporation, or on behalf of any person serving at the request of the Corporation as a Board member, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against that person and incurred by that person in any such capacity or arising out of any such status with regard to the Corporation, whether or not the Corporation has the power to indemnify that person against liability for any of those acts.
- (d) Any indemnification or liability insurance provided under this Section may be obtained through the City's general insurance coverage.

Section 7. Legal Construction.

These Bylaws shall be construed in accordance with the laws of the State of Texas. All references in these Bylaws to statutes, regulations, or **other** sources of legal authority shall refer to the authorities cited, or their successors, as they may be amended from time to time. It is expressly provided that the provisions of the Act applicable to corporations governed under Chapter 501 and 505 of the Act are incorporated within these Bylaws by reference. In the event of any conflict between the applicable provisions of such Act and these Bylaws, then the applicable provisions of the Act shall control.

Section 8. Severability.

If any provision or section of these Bylaws is held to be invalid, illegal or unenforceable in any respect, the invalidity, illegality or unenforceability shall not affect any other provision, and the Bylaws shall be construed as if the invalid, illegal, or unenforceable provision had not been included in the Bylaws.

Section 9. Parties Bound.

The Bylaws shall be binding upon and inure to the benefit of the Directors, officers and agents of the Corporation and their respective

heirs, executors, administrators, legal representatives, successors and assigns, except as otherwise provided herein.

Section 10. Applicability of City Charter, Policies and Procedures.

The City Charter and all duly approved City policies and procedures shall apply directly to the Corporation and the Board unless such charters, policies or procedures are superseded by state law or are not related to the functions of the Board. The Board has the discretion, subject to the approval of the City Council, to adopt other policies and procedures in addition to or in place of these policies and procedures of the City.

ARTICLE VIII

EFFECTIVE DATE, AMENDMENTS

Section 1. Effective Date.

These Bylaws shall become effective upon the occurrence of all of the following events:

- (a) the adoption of these Bylaws by the Board; and
- (b) the approval and adoption of these Bylaws by the City Council.

Section 2. Amendments to Articles of Incorporation and Bylaws.

The Articles of Incorporation of the Corporation and these Bylaws may be amended or repealed and amended Articles of Incorporation and Bylaws may be adopted by an affirmative vote of at least four (4) Board members present at any regular meeting or any special meeting, if at least three (3) days written or electronic notice is given of an intention to amend or repeal the articles of incorporation and bylaws or to adopt new articles of incorporation and bylaws at such meeting. Any amendment of the articles of incorporation and bylaws will be effective upon approval by the City Council.

Adopted this, the _____ day of _____, 2015.

Chairman of the Board of Directors

Attest:

Corporate Secretary

RESOLUTION NO. 2013-10-157 (R)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS, APPROVING THE SIXTH AMENDED BYLAWS OF THE MCKINNEY COMMUNITY DEVELOPMENT CORPORATION; AND PROVIDING AN EFFECTIVE DATE


WHEREAS, the City Council, by this resolution, desires to amend the Bylaws of the McKinney Community Development Corporation.

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 hereby approves the Sixth Amendment to the Bylaws of the McKinney Community Development Corporation attached hereto as Exhibit A; and
- Section 2. This Resolution shall be in full force and effect from and after its passage and adoption.


DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS ON THE 1st DAY OF OCTOBER, 2013.

CITY OF MCKINNEY, TEXAS



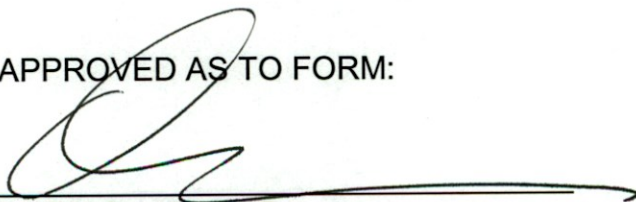
BRIAN LOUGHMILLER
Mayor

ATTEST:



SANDY HART, TRMC, MMC
City Secretary
BLANCA I. GARCIA
Assistant City Secretary

APPROVED AS TO FORM:



MARK S. HOUSER
City Attorney

EXHIBIT A

SIXTH AMENDED BYLAWS

OF THE

McKINNEY COMMUNITY DEVELOPMENT CORPORATION

WHEREAS, the McKinney Community Development Corporation ("Corporation") duly adopted its Fifth Amended Bylaws at a meeting of the Board of Directors in 2012; and

WHEREAS, the Board has determined that the Fifth Amended Bylaws should be amended in order to clarify the procedures related to corporate governance.

NOW, THEREFORE, these Sixth Amended Bylaws for the Corporation shall be substituted for and replace the Fifth Amended Bylaws in their entirety.

**ARTICLE I
PURPOSE AND POWERS**

Section 1. Purpose.

The Corporation is incorporated for the purposes set forth in Article Four of its Articles of Incorporation, the same to be accomplished on behalf of the City of McKinney, Texas, a Texas municipal corporation (the "City") and as its duly constituted authority and instrumentality in accordance with the Development Corporation Act of 1979, Tex. Rev. Civ. Stat. Ann. Art. 5190.6, as amended, Tex. Loc. Gov't. Code Ann. Chapter 501 ("Act"), as amended, and other applicable laws.

Section 2. Powers.

In the fulfillment of its corporate purpose, the Corporation shall be governed by Tex. Loc. Gov't. Code Ann. Chapters 501 and 505 of the Act, and shall have all of the powers set forth and conferred in its Articles of Incorporation, in the Act, and in other applicable law, subject to the limitations prescribed therein and herein and to the provisions thereof and hereof.

**ARTICLE II
OFFICES**

Section 1. Principal Office.

The principal office of the Corporation in the State of Texas shall be located in the City of McKinney, Collin County, Texas, at 5900 S. Lake Forest Drive, Suite 110, McKinney, TX 75070

Section 2. Registered Office and Registered Agent.

The Corporation shall have and continuously maintain in the State of Texas a registered office and a registered agent, whose office is identical with such registered office, as required by the Texas Non-Profit Corporation Act. The registered office may be, but need not be identical with the principal office of the corporation in the State of Texas and the address of the registered office may be changed from time to time by the Board.

ARTICLE III MEMBERSHIP

The Corporation shall have no members or stockholders.

ARTICLE IV BOARD OF DIRECTORS

Section 1. Powers, Number and Term of Office.

- (a) The property and affairs of the Corporation shall be managed and controlled by a Board of Directors ("Board"). Subject to the restrictions imposed by law, by the Articles of Incorporation, and by these Bylaws, the Board shall exercise all of the powers of the Corporation.
- (b) The Board shall consist of seven (7) Directors each of whom shall be appointed by City Council of the City of McKinney ("City Council").
- (c) Each Director shall serve terms consistent with the City Council Policy on Board and Commission Appointment and Eligibility or until his or her successor is appointed by the Council; provided, however, upon the death, resignation or removal of a Director, the Council shall appoint a replacement Director to serve for the unexpired term of office of the replaced Director. Any restriction as to term is governed by the Council. Unless otherwise provided, terms shall expire on September 30.
- (d) Any Director, including Board officers, may be removed from office by the City Council at any time without cause.

Section 2. Regular and Special Meetings.

The Directors shall hold their regular meetings at such place or places within the City limits as the Board may from time to time determine; provided, however, in the absence of any such determination by the Board, the meetings shall be held at the principal office of the Corporation as specified in Article II of these Bylaws. Special meetings of the Board shall be held whenever called by the chair, by a majority of the Directors, by the Mayor of the City, or by the City Council. Special meetings of the Board shall likewise be held within the City limits. In addition to posting a meeting notice in accordance with these Bylaws, a copy of each such meeting notice shall be delivered by United States mail or email to each Director not less than seventy-two (72) hours before the time of the meeting. Such additional notice may be waived in writing by a Director at any time either before or after the time of the meeting and such additional notice shall be deemed waived by attendance.

Section 3. Notice and Open Meetings Act.

As stated in the Act, Section 11(b), the Corporation shall be considered a "governmental body" within the meaning of The Texas Open Meetings Act, Texas Government Code, Sec. 551.001, and notice of each meeting and deliberation shall be given to the public in accordance with the provisions of the Open Meetings Act, as it may be amended.

Section 4. Quorum and Voting.

A majority of the Directors shall constitute a quorum for the conduct of the official business of the Corporation. A majority shall be four (4) Directors. The act of a quorum of Directors shall constitute the act of the Board and of

the Corporation unless the act of a greater number is required by law. Directors must be present in order to vote at any meeting, and no Director may vote or attend by proxy.

Section 5. Attendance.

Regular attendance is required at all posted meetings called by the chairman, the majority of the board, or the City Council. Attendance at the Board meetings is required in accordance with the City Council Policy on Board and Commission Member Appointment and Eligibility.

Section 6. Conduct of Business.

- (a) At the meetings of the Board, matters pertaining to the business of the Corporation shall be considered in accordance with the rules of procedure as from time to time prescribed by the Board.
- (b) At all meetings of the Board, the chair shall preside, and in the absence of the Chair, the Vice Chair shall exercise the powers of the chair.
- (c) The Secretary of the Corporation shall act as secretary of all meetings of the Board, but in the absence of the Secretary, the presiding officer may appoint any person to act as Secretary of the meeting.

Section 7. Sub-Committees of the Board.

The Board may designate no more than three (3) Directors to constitute an official sub-committee of the Board to exercise such authority of the Board as may be specified in any resolution. It is provided, however, that any sub-committee shall function as a recommending body only. Final official action of the Corporation may be exercised only by the Board. The sub-committees may include external representation if deemed necessary by the Board. Each sub-committee shall keep regular minutes of the transactions of its meetings. Sub-committee minutes shall be handled in the same manner as Board minutes and voted and approved by the Board and the City Council.

Section 8. Compensation.

Officers of the Board shall not receive any salary or compensation for their services, except that they may be reimbursed for their actual and reasonable expenses incurred in the performance of their duties hereafter. Other officers who are not members of the Board may be compensated as directed by the Board.

Section 9. Personnel.

The Corporation may establish full-time and part-time personnel positions. Personnel positions so established shall be reflected in the Annual Corporate Budget and approved accordingly, as referenced in Article VI Section 2 of these Bylaws. Personnel shall be employees of the City of McKinney and subject to all provisions of the City personnel policies and the City Charter. The Board has supervision of and authority regarding such personnel for all purposes unless expressly delegated by the Board.

Section 10. President.

The President shall be a compensated employee of the Board. The President/chief executive officer shall be responsible for all daily operations and management of the Corporation and the implementation of Board policies and resolutions. The President/chief executive officer shall attend all

Board meetings and perform those duties and functions as the Board shall prescribe. The Board shall not be required to retain a President, but any person so named shall be an employee of the City of McKinney and subject to all provisions of the City personnel policies and the City Charter. The President of the Corporation shall be hired by the Board only upon ratification by the City Council. Termination of the Executive Director shall require Board approval by a majority vote of the board in open session and shall only be effective upon ratification by majority vote of the City Council in open session. The Board shall conduct an annual review of the President and provide a copy of the annual review to the City Council upon its completion.

ARTICLE V OFFICERS

Section 1. Titles and Terms of Office.

- (a) The officers of the Corporation shall be a Chair; a Vice Chair, a Secretary, a Treasurer and such other officers as the Board may from time to time elect or appoint. One person may hold more than one office, except that the Chair shall not hold the office of Secretary. Terms of officers shall be one (1) year, ending September 30, with the right of the officer to be re-elected.
- (b) All officers shall be elected by and subject to removal from office at any time by a vote of a majority of the entire Board, however, the Board may not remove the officer from the Board.

Section 2. Chair.

The Chair shall be a member of the Board and shall:

- (a) Preside over all meetings of the Board.
- (b) Vote on all matters coming before the Board.
- (c) Upon notice to the members of the Board, call a Special Meeting of the Board when in his or her judgment such a meeting is required.
- (d) Appoint, with Board approval, sub-committees to aid and assist the Board in its business undertakings or other matters incident to the operation and functions of the Board.
- (e) Sign and execute all contracts and other legal documents in the name of the Corporation as approved by the Board.

Section 3. Vice Chair.

The Vice Chair shall be a member of the Board and shall exercise the powers of the chair during the Chair's absence, refusal, or inability to act. Any action taken by the Vice Chair in the performance of the duties of the Chair shall be conclusive evidence of the Chair's absence or inability or refusal to act at the time such action was taken.

Section 4. Treasurer.

The City's Finance Department shall have the responsibility to the disbursement, custody and security of all funds and securities of the Corporation in accordance with these Bylaws and statutes governing the Corporation formed under the Act. The Treasurer shall maintain the financial reports provided by the City's Finance Department.

Section 5. Secretary.

The Secretary may sign with the President upon the approval of the Board in the name of the Corporation, and/or attest to the signature thereto, all contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, notes and other instruments of the Corporation, shall have charge of the corporate books, records, documents and instruments, except the papers as the Board may direct, all of which shall at all reasonable time be open to public inspection upon application at the office of the Corporation during business hours, and shall in general perform all duties incident to the office of Secretary subject to the control of the Board.

Section 6. Election of officers.

The Chair, Vice Chair, Secretary, and Treasurer shall be elected from among the members of the Board.

**ARTICLE VI
FUNCTIONAL CORPORATE DUTIES AND REQUIRMENTS**

Section 1. Annual Report.

The Corporation shall prepare an annual report on or before the first day of April of each year for the City Council, outlining the accomplishments of the Corporation's activities of the previous fiscal year as they relate to the development of community facilities and the mission and the goals of the Board.

Section 2. Annual Corporate Budget.

On or before the twenty-fifth (25th) day of July of each year, the Board shall adopt a proposed budget of expected revenues and proposed expenditures of the next ensuing fiscal year. The proposed budget shall not be effective nor shall expenditures occur until the same has been approved by the City Council.

Section 3. Books, Records, Audits.

- (a) The Corporation shall keep and properly maintain, in accordance with generally accepted accounting principles, complete books, records, accounts and financial statements pertaining to its corporate funds, activities, and affairs. Notwithstanding Article V. Section 4, the Corporation may maintain any financial records solely at the City offices.
- (b) The books, records, accounts, and financial statements of the Corporation shall be audited at least once each fiscal year by an outside, independent auditing and accounting firm approved by the Board. The audit may be prepared in conjunction with the annual financial audit of the City of McKinney.

Section 4. Deposit and Investment of Corporate Funds.

- (a) All proceeds from the issuance of bonds, notes, or other debt instruments ("Obligations") issued by the Corporation shall be deposited and invested as provided in any resolution, order, indenture, or the other documents authorizing or relating to any such issuance.
- (b) All other monies of the Corporation shall be deposited, secured and/or invested in the manner provided for the deposit, security, and/or

investment of the public funds of the City and in compliance with the Public Funds Investment Act. The Board shall designate authorized signatures on all payment authorization and/or check requests. The accounts reconciliation and investment of such funds and accounts may be reviewed by the Finance Department of the City, at the City's expense.

Section 5. Expenditures of Corporate Money.

The monies of the Corporation, including, but not limited to, sales and use taxes collected pursuant to Section 4B of the Act, monies derived from the repayment of loans, rents received from the lease or use of property, proceeds from the investment of funds of the Corporation, proceeds from the sale of property, and proceeds derived from the sale of Obligations, may be expended by the Corporation for any purposes authorized by the Act, subject to the following:

- (a) Expenditures from the proceeds of Obligations shall be identified and described in the orders, resolutions, indentures, or other agreements submitted to and approved by the City Council prior to the sale and delivery of the Obligations to the purchasers thereof required by Section 6 of this Article.
- (b) Expenditures that may be made from a fund created with the proceeds of Obligations and expenditures of monies derived from sources other than the proceeds of Obligations, may be used for the purposes of financing or otherwise providing one or more "Projects," as defined in the Act. The specific projects shall not be merely components or subparts of the same overall project. The specific expenditures shall be described in a resolution or order of the Board and shall be made after the approval thereof by the City Council, if required.
- (c) All proposed expenditures shall be made in accordance with and shall be set forth in the annual budget required in Section 2 of this Article.
- (d) The Board shall publish notice of and hold a public hearing on each Project as required by Chapters 501 and 505 of the Act.
- (e) For any specific project utilizing discretionary funds, as such funds are identified in the corporation's City Council approved annual budget, the Board has sole approval authority and may begin making expenditures sixty (60) days subsequent to the date that the public hearing notice is published as required by Sec. 5 (d), unless the Project is protested as provided in the Act. Any non-discretionary project's approval shall require the affirmative vote of four (4) City Council members. The Board shall not expend any funds for a non-discretionary Project that fails to receive required approval from the City Council.

Section 6. Issuance of Obligations.

No Obligations, including refunding Obligations, shall be sold and delivered by the Corporation unless and until the City Council shall approve such Obligations by action taken no more than one hundred and twenty (120) days prior to the date of sale of the Obligations.

Section 7. Conflict of Interest.

The members of the Board are local public officials within the meaning of the Texas Local Government Code, Chapter 171. If a Director has a substantial interest in a business entity or real property which is the subject of deliberation by the Board, the Director shall file an affidavit with the secretary of the Corporation as to the nature and extent of the interest. Such affidavit

shall be filed prior to any vote or decision upon the matter of the Board, and the interested Director shall abstain from any vote, decision or discussion upon the matter. No Council member, officer or employee of the City of McKinney shall have a financial interest, direct or indirect, in any contract with the McKinney Community Development Corporation. All members of the Board shall comply with any conflict of interest rules passed by resolution of the City Council and to the extent this section conflicts with any rules passed by resolution of the City Council, the rules promulgated by City Council shall control.

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The Board may accept on behalf of the Corporation, any contribution, gift, bequest, or devise for the general purposes or for any special purposes of the Corporation.

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**ARTICLE VII
MISCELLANEOUS PROVISIONS**

Section 1. Fiscal Year.

The fiscal year of the Corporation shall be the same as the fiscal year of the City.

Section 2. Seal.

The seal of the Corporation shall be determined by the Board.

Section 3. Resignations.

Any Director or officer may resign at any time. Such resignations shall be made in writing and shall take effect at the time specified therein; or, if no time be specified, at the time of its receipt by the City Council. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

Section 4. Approval or Advice and Consent by the Council.

To the extent that these Bylaws refer to any approval by the Council or refer to advice and consent by the City Council, such advice and consent shall be evidenced by a certified copy of a resolution, order or motion duly adopted by City Council.

Section 5. Services of City Staff and Officers.

The Corporation shall have the right to utilize the services of the City personnel for usual and routine matters, provided that the performance of such service does not materially interfere with the other duties of such personnel of the City. Subject to approval of the City Manager or the City Council, the Corporation may utilize the services of City personnel for unusual and non-routine matters. The Corporation shall pay reasonable compensation to the City for such services or use of any City personnel.

Section 6. Indemnification of Directors, Officers and Employees.

- (a) As provided in the Act and in the Articles of Incorporation, the Corporation is, for the purposes of the Texas Tort Claims Act (Subchapter A, Chapter 101, Texas Civil Practices and Remedies Code), a governmental unit and its actions are governmental functions.
- (b) The Corporation shall indemnify each and every member of the Board, its officers, its employees, its attorneys, each member of City Council and each employee of the City, to the fullest extent permitted by law, against any and all liability or expense, including attorneys fees incurred by any of such persons by reason of any actions or omissions that may arise out of the functions and activities of the Corporation.
- (c) The Corporation may purchase and maintain insurance on behalf of any Board member, officer, employee or agent of the Corporation, or on behalf of any person serving at the request of the Corporation as a Board member, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against that person and incurred by that person in any such capacity or arising out of any such status with regard to the Corporation, whether or not the Corporation has the power to indemnify that person against liability for any of those acts.
- (d) Any indemnification or liability insurance provided under this Section may be obtained through the City's general insurance coverage.

Section 7. Legal Construction.

These Bylaws shall be construed in accordance with the laws of the State of Texas. All references in these Bylaws to statutes, regulations, or other sources of legal authority shall refer to the authorities cited, or their successors, as they may be amended from time to time. It is expressly provided that the provisions of the Act applicable to corporations governed under Chapter 501 and 505 of the Act are incorporated within these Bylaws by reference. In the event of any conflict between the applicable provisions of such Act and these Bylaws, then the applicable provisions of the Act shall control.

Section 8. Severability.

If any provision or section of these Bylaws is held to be invalid, illegal or unenforceable in any respect, the invalidity, illegality or unenforceability shall not affect any other provision, and the Bylaws shall be construed as if the invalid, illegal, or unenforceable provision had not been included in the Bylaws.

Section 9. Parties Bound.

The Bylaws shall be binding upon and inure to the benefit of the Directors, officers and agents of the Corporation and their respective heirs, executors,

administrators, legal representatives, successors and assigns, except as otherwise provided herein.

Section 10. Applicability of City Charter, Policies and Procedures.

The City Charter and all duly approved City policies and procedures shall apply directly to the Corporation and the Board unless such charters, policies or procedures are superseded by state law or are not related to the functions of the Board. The Board has the discretion, subject to the approval of the City Council, to adopt other policies and procedures in addition to or in place of these policies and procedures of the City.

ARTICLE VIII
EFFECTIVE DATE, AMENDMENTS

Section 1. Effective Date.

These Bylaws shall become effective upon the occurrence of all of the following events:

- (a) the adoption of these Bylaws by the Board; and
- (b) the approval and adoption of these Bylaws by the City Council.


Section 2. Amendments to Articles of Incorporation and Bylaws.

The Articles of Incorporation of the Corporation and these Bylaws may be amended or repealed and amended Articles of Incorporation and Bylaws may be adopted by an affirmative vote of at least four (4) Board members present at any regular meeting or any special meeting, if at least three (3) days written notice is given of an intention to amend or repeal the articles of incorporation and bylaws or to adopt new articles of incorporation and bylaws at such meeting. Any amendment of the articles of incorporation and bylaws will be effective upon approval by the City Council.

Adopted this the 24th day of OCTOBER, 2013.


Chair of the Board of Directors

Attest:


Board Secretary