

McKinney Community Development Corporation Agenda

Thursday, November 16, 2017

8:00 AM

Council Chambers 222 N. Tennessee Street McKinney, TX 75069

PURSUANT TO TEXAS GOVERNMENT CODE SECTION 551.002, A QUORUM OF THE CITY COUNCIL MAY BE PRESENT. NO CITY COUNCIL ACTION WILL BE TAKEN.

CALL TO ORDER

CONSENT ITEMS

This portion of the agenda consists of non-controversial or housekeeping items required by law. Items may be considered individually by the Board or Commission member making such request prior to a motion and vote on the Consent Items.

17-1122Minutes of the McKinney Community Development
Corporation Meeting of October 19, 2017

Attachments: <u>Minutes</u>

REPORTS

- 17-1123 Board and Liaison Updates Board Chairman City of McKinney McKinney Convention and Visitors Bureau McKinney Economic Development Corporation MPAC/Main Street Parks and Recreation
 - Attachments: MCVB Report

17-1124 President's Report

	Attachments: Grants Awarded				
	Prospective Projects				
		WWI Centennial Commemoration Final Report			
		Crape Myrtle Trails Run Final Report			
		R.I.S.E McKinney Core Values			
REGULAR AGE	NDA				
17-1125	7-1125 Consider/Discuss/Act on the Southgate McKinney Master				
	Development Agreement				
	Attachments:	Master Development Agreement			
DISCUSSION ITEMS					

17-1126 Consider/Discuss Priorities for Potential Projects and McKinney Community Development Corporation Funding Quality of Life Amenities Survey Summary Attachments: **Citizen Survey Summary**

CITIZEN COMMENTS

BOARD OR COMMISSIONER COMMENTS

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

EXECUTIVE SESSION

In Accordance with the Texas Government Code:

Section 551.087. Deliberation Regarding Economic Development Matters -Project #14-09 - Apex Centre -Project #17-04 - Craig Ranch Resort Hotel and Conference Center -Project #17-10 - McKinney National Airport -Project A71 - Southgate McKinney (Formerly Gateway)

ACTION ON EXECUTIVE SESSION

ADJOURN

Posted in accordance with the Texas Government Code, Chapter 551, on the 10th day of November, 2017 at or before 5:00 p.m.

Cindy Schneible President

In accordance with the Americans with Disabilities Act, it is the policy of the City of McKinney to offer its public programs, services, and meetings in a manner that is readily accessible to everyone, including individuals with disabilities. If you are a person with a disability and require information or materials in an appropriate alternative format; or if you require any other accommodation, please contact the ADA Coordinator at least 48 hours in advance of the event. Phone 972-547-2694 or email contact-adacompliance@mckinneytexas.org. Advance notification within this guideline will enable the City to make reasonable arrangements to ensure accessibility. ADA grievances may also be directed to the ADA Coordinator or filed online at http://www.mckinneytexas.org/ada.

17-1122



TITLE: Minutes of the McKinney Community Development Corporation Meeting of October 19, 2017

SUPPORTING MATERIALS:

<u>Minutes</u>

MCKINNEY COMMUNITY DEVELOPMENT CORPORATION

OCTOBER 19, 2017

The McKinney Community Development Corporation met in regular session at the John and Judy Gay Library, 6861 Eldorado Parkway, McKinney, Texas, on October 19, 2017 at 8:00 a.m.

Board members Present: Chairman Kurt Kuehn, Vice Chairman David Clarke, Secretary Hamilton Doak, Treasurer David Myers, Jackie Brewer and Rick Glew. Absent: Michelle Gamble

City Council members Present: Councilman Chuck Branch and Councilwoman Tracy Rath

Staff Present: President Cindy Schneible

City Staff Present: City Manager Paul Grimes, Assistant City Manager Barry Shelton, Director of Parks and Recreation Michael Kowski, Assistant Director of Parks and Recreation Ryan Mullins, Chief Financial Officer Mark Holloway, Senior Financial Analyst Eric Corder, MCVB Sales Manager Vanesa Rhodes, City Secretary Sandy Hart, Video Production Technician Joey Barr, Temporary Administrative Assistant Sterrett Coleman and MEDC Operations and Compliance Administrator Sheri Van Slycke.

There were nine guests present.

Chairman Kuehn called the meeting to order at 8:00 a.m. after determining a quorum was present. Chairman Kuehn called for the Oaths of Office.

17-1010 City Secretary Sandy Hart administered the Oaths of Office.

17-1011 Chairman Kuehn called for the Election of Officers. Board member Myers nominated Mr. Kuehn for the position of Chairman. Board members elected Mr. Kuehn as Chairman, by a vote of 6-0. Chairman Kuehn called for nominations for Vice Chair. Board member Doak nominated Mr. Clarke. Board members elected Mr. Clarke as Vice Chair, by a vote of 6-0. Chairman Kuehn called for nominations for North Clarke as Vice Chair, by a vote of 6-0. Chairman Kuehn called for nominated Mr. Doak as Secretary, by a vote of 6-0. Chairman Kuehn called Mr. Doak as Secretary, by a vote of 6-0. Chairman Kuehn called

for nominations for Treasurer. Chairman Kuehn nominated Mr. Myers. Board members elected Mr. Myers as Treasurer, by a vote of 6-0.

- **17-1012** Chairman Kuehn called for the Minutes of the McKinney Community Development Corporation Meeting of September 28, 2017. Board members, approved, by a vote of 6-0, the motion by Treasurer Myers, seconded by Vice Chairman Clarke, to approve the minutes.
- 17-1013 Chairman Kuehn called for the September Financial Report. Chief Financial Officer Mark Holloway reported revenue is below budget YTD by -1.46%. An end of year budget adjustment was completed in September to bring FY17 revenues in line with current year actuals. Sales tax figures came in 9.3% above last year's collection through September. Expenditures are below budget in total. The expenditures are currently less than 40% of the total budget. There were no notable expenditures outside of normal operations for the month. The project expenditure for September was for North Collin County Habitat for Humanity, \$13,060.
- **17-1014** Chairman Kuehn called for Board and Liaison Updates.

<u>City of McKinney</u> - City Manager Paul Grimes reported the Dallas Regional Chamber is serving as the clearinghouse for the proposals to Amazon for their H2 site selection and that The City of McKinney's proposal had been submitted confidentially along with many other North Texas cities. Congratulations to Donnie Williams, one of McKinney's motorcycle police officers of whom won the Gulf Coast Police Motorcycle Skills Championship. Additional congratulations to McKinney's SWAT Competition Team for finishing in First Place overall during the Texas Tactical Police Officers Association's (TTPOA) yearly competition in Waco. Mr. Grimes continued that City Council continues deliberations on the proposed annexation of six square miles and just recently held the second of three required public hearings. The final public hearing is October 25th and the vote will be held on November 15th. <u>McKinney Convention and Visitors Bureau</u> - MCVB Sales Manager Vanesa Rhodes reported the MCVB assisted in securing over 900 room nights, which resulted in a little over \$100,000. MCVB hosted nine weddings, two corporate events, three social events, and one association event. The association MCVB assisted was the Farm and Ranchers Freedom Alliance from whom the MCVB received rave reviews from the organizers and the attendees. MCVB received coverage in Travel Host Magazine at no charge. MCVB Board approved \$20,000 to the budget to allocate for grants. The criteria to be considered for a grant includes advertising/promotion of events or projects that will encourage tourism dollars in McKinney. Available funds are \$10,000 per grant cycle. Deadlines to apply for each grant cycle are November 10th, with funds awarded on January 22nd, and February 2nd, with funds awarded on March 27th.

<u>McKinney Economic Development Corporation</u> – President Schneible shared on behalf of MEDC President Darrell Auterson that the Southgate McKinney Master Development Agreement with KDC has been approved by the MEDC Board and will be presented to City Council as well as the MCDC Board for ratification at the November meetings.

<u>MPAC/Main Street</u> - President Schneible shared on behalf of MPAC/Main Street Director Amy Rosenthal the following updates. As a reminder, please vote daily at voteyourmainstreet.org to help Main Street McKinney secure \$150,000 in grant funding to "Polish Our Gem" and help maintain the McKinney Performing Arts Center. The annual Scare on the Square welcomes trick-or-treaters in Historic Downtown McKinney on Halloween from 4-7pm.

<u>Parks and Recreation</u> - Director of Parks and Recreation Michael Kowski reported City Council approved adding a skywalk bridge to the All-Abilities Playground at Bonnie Wenk, the Field Enhancement Program across many city parks, as well as adding drinking fountains and pavilions. CDC Board had allocated \$2 million for Finch Park improvements which will be used to add a pavilion. The Texas Recreation and Park Society (TRAPS) North Region awarded the Parks and Recreation Department the Communications Award for its social media campaign to promote the new Parks Bingo Program. In addition, The Apex Centre won the Recreation Facility Design Excellence Award which recognizes a recreation facility project for displaying a high degree of professional design quality, innovation and originality. The Parks, Recreation and Open Space Advisory Board met on October 12th and elected Kip Dixon as Chairman, and Melanie Butler as Vice Chairman. Mr. Kowski extended his appreciation to Secretary Doak for his leadership and contribution to the Advisory Board.

- 17-1015 Chairman Kuehn called for the President's Report. President Schneible encouraged the Board to review the reports attached to the agenda. The first grant cycle for Promotional and Community grants will be open from November 1st through the 30th. Applications will be presented to the Board at the December meeting. The first Project grant cycle will be open from December 1st through the 29th. Applications will be presented to the Board at the January meeting. The Bylaws changes were ratified by City Council on October 17th. Nominations for the Quality of Life Awards begins mid-November. Ms. Schneible shared several upcoming October and November scheduled events that MCDC has sponsored, as well as the invitation extended to the Board for the rededication of Wilson Creek Baseball and Softball Complex to the Grady Littlejohn Baseball and Softball Complex on October 28th.
- 17-1016 Chairman Kuehn called for Consideration/Discussion/Action on Request from McKinney Parks and Recreation Department to Reallocate \$167,092 from Project #14-09 and \$25,806 from PK7102 to be used for Improvements to the Apex Centre. Director of Parks and Recreation Michael Kowski explained that the growth experienced by the Apex

Centre has revealed operational and physical enhancement opportunities to remain competitive in the market, responsive to member input and achieve the goal of operating as a self-sufficient, cost-neutral community asset. Utilizing \$179,000 of the unused \$192,898, remaining at the close-out of the Apex Centre Project, would allow for inclusion of additional lockers, mirrors, ceiling fans, window blinds, one drinking fountain on the third level, HVAC system expansion, additional badge readers, and conversion of storage space to office space. Board members approved, by a vote of 6-0, the motion by Treasurer Myers, seconded by Board member Glew, to approve the request for reallocation.

- 17-1017 Chairman Kuehn called for a Presentation by McGough Development on the Craig Ranch Resort Hotel and Conference Center. Bartlett Baker, Executive Vice President, Director of Preconstruction Services for McGough and Milton Anderson, Vice President and Director for Merriman Anderson Architects provided an update on the work completed to date and current status, the hotel facilities program, a site analysis, site plan and hotel design concept as well as the preliminary images and schedule.
- **17-1018** Chairman Kuehn called for the Training on Open Meetings Act; Type B Corporate Requirements; and Type B Permissible Projects and Related Issues. Jeff Moore, Partner with Brown and Hofmeister, provided the training session.

Chairman Kuehn called for citizen comments and there were none. Chairman Kuehn called for Board comments and Board member Glew shared his enthusiasm for The WERX. He encouraged the MCDC Board, to learn more about the project and consider potential future options for support. Mr. Glew also shared his interest in having board discussion regarding priorities for board-initiated projects, to present to City Council. It was agreed the discussion would be scheduled for the November meeting. Vice Chairman Clarke reported he attended Launchpad City in Frisco recently. He stated

there were over 100 attendees and he was very impressed with the group and the presentations. Board member Brewer mentioned an interest in exploring support for Grace to Change, a nonprofit organization that provides tools and resources to support recovery from addiction. Their plans include construction of a tiny house community to create a safe and empowering environment for women recovering from addiction.

Board members approved, by a vote of 6-0, the motion by Secretary Doak, seconded by Board member Brewer, to adjourn. Chairman Kuehn adjourned the meeting at 10:00 a.m.

KURT KUEHN Chairman

17-1123



TITLE: Board and Liaison Updates Board Chairman City of McKinney McKinney Convention and Visitors Bureau McKinney Economic Development Corporation MPAC/Main Street Parks and Recreation

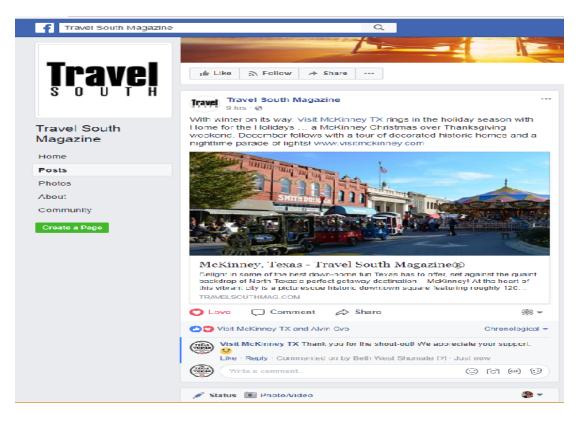
SUPPORTING MATERIALS:

MCVB Report

Talking Points November 2017 for October 2017

I. Recognition:

Second year in a row, the MCVB was voted for the annual Convention South Readers' Choice award. Press release is attached. Congratulations to the team at McKinney CVB! (*Way to seriously bring in the votes this year*! One of only 38 total winners in the entire state including CVBs and venues!) Of the thousands of meeting destinations in the South, over 1,000 were nominated this year, and only 300 were chosen winners... After over 6,000 readers and fans voted, you have won an Annual ConventionSouth Readers Choice Award!



II. MCVB Room Nights Generated: TTL Room Nights: 819; TTL Revenue: \$91,187.45

WEDDINGS COMPLETED in October 2017 - TTL Room Nights: 375; TTL Rev: \$44,465.85

- Wheeler/Tadvick Wedding Grand Hotel: TTL room nights: 11, TTL Rev: \$ 2107
- Warren/Wells Wedding Towne Place Suites: TTL room nights: 2, TTL Rev: \$218
- Boyette/Cook Wedding Grand Hotel: TTL room nights: 39, TTL Rev: \$6291
- Kimbro/Jensma Wedding Comfort Suites: TTL room nights: 31, TTL Rev: \$2719
- Herrera/Sutherland Wedding Hampton Inn: TTL room nights: 53, TTL Rev: \$6042
- Symone Charlton Wedding Towneplace Suites: TTL room nights: 25, TTL Rev: \$2725, Hampton Inn: TTL room nights: 28, TTL Rev: \$3192, Holiday Inn: TTL room nights: 7, TTL rev: \$693
- Folkening/Harbour Wedding Towneplace Suites: TTL room nights: 10, TTL Rev: \$1090, Best Western: TTL room nights: 2, TTL rev: \$191.98

- Maddison Howell Wedding Sheraton: TTL room nights: 46 TTL rev: \$5334
- Glenda Meadows Wedding Best Western: TTL room nights: 13, TTL rev: \$1325.87
- Garrett/Bailey Wedding Sheraton: TTL room nights: 58, TTL rev: \$6607
- Sarah Castaneda Wedding Holiday Inn: TTL room nights: 2, TTL rev: \$218
- Jeania Lemons Wedding Hampton Inn: TTL room nights: 8, TTL rev: \$ 952
- Leah Ingebrigtsen Wedding Hampton Inn: TTL room nights: 28, TTL rev: \$ 3332
- Margot Delossantos Wedding Hampton Inn: TTL room nights: 12, TTL rev: \$1428

No Pick-ups on the following weddings:

- Rachel Cohenouer October 2017, The Springs
- Mercedes Henderson Wedding October 2017, Rustic Grace
- Carly Schindler Wedding October 2017, Stone Crest
- Dana Galway Wedding Springs
- Katie Almaleh Wedding October 2017, The Springs

ASSOCIATION/CORPORATE/SMERF COMPLETED in October 2017: TTL Room nights: 444, TTL Revenue: \$46,721.60

Associaton: TTL Rooms: N/A; TTL Rev: \$ 0 Corporate: TTL Rooms: 444 TTL Revenue: \$ 46,721.60

- Torchmark- Sheraton 10/8-12/17; 43 TTL Room nights; \$ 4,300 TTL Revenue
- Torchmark- Sheraton 10/10-12/17; 56 TTL Room nights; \$ 5,600 TTL Revenue
- Torchmark- Sheraton 10/16-17/17; 56 TTL Room nights; \$ 5,600 TTL Revenue
- Torchmark- Sheraton 10/22-25/17; 250 TTL Room nights; \$ 25,000 TTL Revenue
- Emerson- Sheraton 10/10-12/17; Cancelled
- Dow Chemical Co. Grand Hotel: TTL room nights: 13, TTL Rev: \$1777
- 3D Group Travel Grand Hotel: TTL Room nights: 26 TLL Rev: \$4000.60

SMERF: TTL Rooms: N/A; TTL Rev: \$0

Sports: 0 TTL Rooms: N/A; TTL Rev: \$ 0

• North Texas Fall Shootout – teams booked online, no room block, no pick up

III. Visitors: FYTD Total (October '17)

August Total: (includes all individuals that have come through the visitor's center)

- Out of State:
- Out of Country:
- Texas Residents:
- McKinney Residents:
- Register Total:
- Ticker Counter:

IV. RFP's: 31 (1-Association, 20-Corporate, 10-Weddings, -Social (0-Religious), 0 -Sports, 0-Day Trips)

Association: 1

 Texas State NAACP Annual Conference to the Sheraton on 10/6/17 Event to Take Place 2 or 3rd Week in October 2018. Attendees: 250 Peak Room Nights: Thursday – Saturday 50-75 Room nights per night over 3 days (150-225 room nights) Off Peak Room Night: Wednesday 10 room nights.

Corporate: 20

- CarMax Employment Center: Monday, 19 Feb 2018 Fri, 13 Apr 2018); looking for a venue only to do training.
- 1200 room nights- Emerson
 - Emerson: 30 attendees; 60 room nights:
 - Life Cycle Services: IV 1100; 180 Room nights
 - o **1/30/18-2/1/18**
 - o 5/1-3/18
 - o 6/5-7/18
 - Life Cycle Services:IV1106;240 Room nights
 - o 1/9-11/18
 - o 4/10-12/18
 - o 9/18-20/18
 - o 11/13-15/18
 - Regulator:1100; 240 Room nights
 - o **2/20-22/18**
 - o **3/20-22/18**
 - o 9/11-13/18
 - o 11/6-8/18
 - Regulator:1106;240 Room nights
 - o 2/27/18-3/1/18
 - o 3/20-22/18
 - o 9/11-13/18
 - o 11/6-8/18
 - Regulator:1112; 120 Room nights
 - o 5/22-24/18
 - o **12/11-13/18**
 - Emerson: 30 attendees; 90 room nights; 180 Room nights
 - Regulator:FC1605
 - o 10/9-11/18
 - Regulator:FC1800
 - o 1/23-26/18

Weddings: 10

- Kayly Browne Wedding, October 2018 Avalon Legacy
- Shelby Boyett/Camerson Cook Wedding, October 2017 Flour Mill
- Natalie Butlers Wedding, December 2017 River Road Chateau
- Gaby Ortiz Wedding, December 2017, Springs
- Shadae Rogers Wedding, February 2018 The Springs

- Morgan McGrew Wedding, March 2018, The Springs
- Alex Parkinson Wedding, April 2018, The Rosemary Barn
- Lauren Daymard Wedding, May 2018 Chandlers Garden
- Katie Nelson Wedding, August 2018 Stone Crest
- Waychoff/Lonzanida Wedding August 2018, Stone Crest

SMERF: 0

V. RFP's: (-Association, -Corporate, -Weddings, -Social (0-Religious), 0 -Sports, 0-Day Trips)

VI. Site Visits: 452

- Out of State: 38
- Out of Country: 11
- Texas Residents: 28
- McKinney Residents: 9
- Register Total: 96
- Ticker Counter: 452

VII. Advertising: Ads/materials created and submitted: Created/submitted materials (photos and text)

Blogs on our website:

- Peek Inside The Old Gough-Hughston House 17
- Support Your Local Farmers & Locally-Grown Food 4
- Heard Museum 50th 9
- Want to be in a Movie? 7
- Benji House on Film Trail 9
- Keep McKinney Beautiful This Fall: 1
- McKinney Shop opens 25
- Slice of McKinney: Improv at Comedy Arena 56
- Wurlitzer organ 21
- What's New in McKinney-Fall Update 48
- Grants now Available 15

VIII. Visits on Homepage News Flash buttons & landing pages:

- The McKinney Shop 25
- World-War-I-Exhibit 32
- Plan Your Visit 6
- Weekend Update page: 84
- GetSocial#getsocial 77
- MCVB Grants 33

#GETSOCIAL 17-18		
Views		
77		
77		

VIIII. Photos, Text Written, Marketing Materials and Ads Submitted

- Facebook photos
 - o DIY Class at Fair & Square
 - Fall photos at Towne Lake
 - o Mayor's Concert promoting MPAC grant competition
 - o SportSource proclamation
 - o TDA Proclamation
 - o Press release for MCVB Grants
 - o Eventzee Clues for TDA
- Materials Submitted
 - o Winter calendar info for Texas Events Calendar
 - o Home for the Holidays photos to Modern Luxury Magazine
 - o Event information to Dallas Child Magazine

X. Advertising- Website & Publication ROI Tracking:

- Meeting Planners Guide 19
- Historic Calendar 2
- TourTexas (Oktoberfest) 6
- Oxford American (Oktoberfest) 38
- Faster2First Tourney 16
- DFW Map 1
- Daytripper Oktoberfest: 24
- Southern Living 1
- Dallas Cowboys 1

XI. Free Publicity:

FY 17-18	Budgeted Amount
Adv.	\$42,655
Promo.	\$83,710
Total	\$ 126,365

• Does not include \$20,000 for Grants

OCTOBER 2017 - MCVB Publicity/Free Media Coverage					
Publication	Article/Topic/Writer	Print/ Broadcast Value	Web Value	PR Value	Impressions
BubbleLife					
Collin Co.	Shared Blog/web posts (4 times)	0	8000	24000	900000
Community					
Impact	MCVB Grants	0	2000	6000	150000
Courier					
Gazette	MCVB Grants	1025	1000	3000	49384
North Texas E-					
News	MCVB Grants	750	600	1800	55000
TOTALS		\$1,775	\$11,600	\$34,800	1,154,384

SOCIAL MEDIA TRACKING

FACEBOOK - 207-18					
FY 17-18	New Likes	TTL Likes	Engaged Users	Total Reach	Impressions
Oct. 17	47	6217	92,814	850,774	4,382,210
TOTALS	47	6,217	92,814	850,774	4,382,210

OTHER SOCIAL MEDIA TRACKING – AUGUST 2017

Туре	Number	Increase #	Percentage (+/-)
Twitter			
Followers	4561	+72	+36%
Tweets	5932	+52	+2.0%
Tweet Impressions	16.8K	(not given)	-8.4%%

Profile Visits	282	-58	-0.9%
Mentions by other users	26	+7	+13%
Google Sites	<mark>Views</mark>	<mark>Increase</mark>	<mark>Subscribers</mark>
YouTube	4015	329	20 (+1)

VISIT WIDGET - OCTOBER 2017						
OCTOBER	Sessions	Users	Page Views	Pages per Session	Bounce Rate %	% New Sessions
Oct. 2-8	34	22	135	3.97	20.59	41.18
Oct. 9-15	42	32	174	4.14	33.33	50.00
Oct. 16-22	31	24	226	7.29	16.13	45.16
Oct. 23-29	29	20	197	6.79	34.48	41.38
Oct. 30-Nov. 5	41	30	193	4.71	24.39	56.10
TOTALS	177	128	925	26.90	n/a	n/a

XII. <u>Lost Business-2</u>

- Texas State NAACP Annual Conference to the Sheraton on 10/6/17Event to Take Place 2 or 3rd Week in October 2018. Attendees: 250, Peak Room Nights: Thursday Saturday 50-75 Room nights per night over 3 days (150-225 room nights). Off Peak Room Night: Wednesday 10 room nights.
- Emerson Global-Inside Sales Automation Solutions SK (HelmsBriscoe) <u>www.emerson.com</u>. RFP sent to the Sheraton. Dates: 11/14-17/17. Lost to Allen, wanted walk ability. Dee-dee,

I just heard back after an email follow-up. They went to the Courtyard in Allen. It is now a room's only meeting and they like that they can walk to things – including Top Golf.

DAWN FISCHER-PATTERSON

Director of Sales T: 972 363 2091 F: 972 549 0044 <u>sheraton.com</u> | like us on <u>Facebook</u>

SHERATON MCKINNEY

1900 Gateway Blvd McKinney, TX 75070

17-1124



TITLE: President's Report

SUPPORTING MATERIALS:

<u>Grants Awarded</u> <u>Prospective Projects</u> <u>WWI Centennial Commemoration Final Report</u> <u>Crape Myrtle Trails Run Final Report</u> <u>R.I.S.E. - McKinney Core Values</u>

McKinney Community Development Corporation Grants and Transfers - FY 17-18

MCDC Discretionary ce MCDC Discretionary ce t #15-04	\$	150,000.00 150,000.00 1,259,745.00
MCDC Discretionary	\$	
MCDC Discretionary	\$	
ce		1,259,745.00
	¢	
t #15-04	\$	1,259,745.00
, #1 5-04	\$	5,500,000.00
Park Phase IV		(1,250,000.00)
d Bike Trails	\$ \$	(1,250,000.00)
cquisition	\$	(500,000.00)
ranch Park Phase I	\$	(500,000.00)
ccessibility/ADA Compliance Plan	\$	(250,000.00)
chhaupt Park Restroom Renovation	\$	(500,000.00)
Center Expansion	\$	(1,500,000.00)
ce	\$	-
	\$	170,000.00
	\$	(170,000.00)
Ce	\$	-
	\$	375,000.00
	\$	(375,000.00)
Ce	\$	-
	\$	775,270.00
	¢	775,270.00
	ce ce ce	\$ \$

Community/Partnership Projects	Fund Balance	\$ 14,923,420.00
	Balance	\$ 14,923,420.00

Prospective Project	Description	Request	Timeframe
McKinney National Airport	Upgrades to FBO, hangar, parking	\$2,000,000 Loan	Q4 2017
	Craig Ranch Resort Hotel & Conf		
City of McKinney	Center	\$8,000,000	Q2 2017
City of McKinney	Signage in and around downtown	?	?
City of McKinney Parks & Rec	Bike Share Program	?	Q4 2017
	Signage Project - Digital, Park,		
City of McKinney Parks & Rec	Building	?	Q4 2017
Southgate (Gateway)	Quality of Life Site Amenities	\$1,500,000	Q4 2017
Collin County Historical	History of McKinney Business		
		•	I

?

Q4 2017

Exhibit

Prospective Projects for MCDC Funding

Museum

Final Summary from Collin County Historical Society Promotional Grant January 2017

Submitted by: Mary Carole Strother Executive Director October 26, 2017

This report is the final summary for the January 2017, promotional grant for \$6,225 awarded to the Collin County History Museum for promotion and advertising for the museum exhibit *Texas and Collin County World War I Centennial Commemoration* and for the promotion of Heritage Tourism in McKinney.

The following chart is a final summary of the expenditures for the promotional grant.

Item	Cost	Total Cost
Celebration Magazine Advertising	\$4000.00	\$4000.00
Sidewalk sign	\$269.93	\$269.93
Full Color Sign 5ft x 10ft	\$393.55	\$393.55
Live, Laugh, Learn Marketing Event	\$50.00	\$50.00
1000 Marketing Flyers Design and Printing	\$258.00	\$258.00
1000 Marketing Flyers reprint	\$228.75	\$228.75

Celebration Expo Marketing Event	\$150	\$150.00
2000 Marketing flyers Reprint	\$456.00	\$456.00
1000 Marketing flyers for McKinney Heritage Alliance Design and Printing	\$419.00	\$419.00
Total Amount		\$6225.23

With the funds from this promotional grant, the museum was able to place 5 print ads in the bi-monthly *Celebration Expo Magazine* along with full-page articles about the museum exhibit. The ads and articles were in the following issues of the magazine: February/ March 2017, April/May, June/July, August/September

2017, October-November 2017.

Approximately 22,000 printed copies of the magazine were distributed in the Collin, Dallas and Southern Denton Counties.

Advertising for the event was listed, along with a link to our website, under the Entertainment and Fun section on the *Celebration* website.

Celebration Magazine sent out 5 dedicated email blasts to introduce and promote the exhibit.

The event was also mentioned on KAAM radio with Julie DeHarty.

The museum attended two marketing events through the *Celebration Marketing Group* with a booth setup for marketing and advertising. The events were: (1) *Celebration Expo* and (2) *Live, Laugh, Learn* The grant funding allowed us the opportunity to promote Heritage Tourism for McKinney by printing promotional flyers to market the WWI exhibit. We were also able to print promotional rack cards for the McKinney Heritage Alliance promoting the Collin County History Museum, Chestnut Square, and Heard-Craig Centers for the Arts.

We purchased a 5ftx10ft sign mounted on the outside of the museum, promoting the exhibit. We also purchased a sidewalk sign with event advertising on the panels of the sign.

We did a direct mailing of the WWI marketing flyers to all the VFW and American Legion posts in a 50-mile radius of the museum.

We placed the MCDC logo on the promotional materials, posted a grant funding sign in the gallery of the museum, and listed the grant funding in our newsletter and on our website, Facebook and Instagram sites.

> WWI Centennial Commemoration Exhibit Attendance

March through October attendance is over 4,000 people.

Visitors have come from all across Texas and Iowa, New York, Utah, Oklahoma, Illinois, California, Indiana, Colorado, New Jersey, Ohio, South Carolina, Wisconsin, Maryland, Louisiana, Florida, Alaska, Virginia, Mississippi, Georgia, Missouri, Oregon, Pennsylvania, Nebraska, Kansas, Alabama, Arizona, Washington, Massachusetts, Arkansas and New Mexico.

We have also seen visitors from other countries like Canada, United Kingdom, Germany, Brazil, Mexico, India, Taiwan, and Puerto Rico.

Thank you for the opportunity to partner with you.

Mary Carole Strother Collin County History Museum Executive Director

Crape Myrtle Trails of McKinney – 2017 Run and Festival Final Report to McKinney Community Development Corporation

Narrative Summary

Our main goals for the 2017 Run the Trails and Festival event were:

- to raise funds for our annual budget
- to promote the objectives of our financial supporters
- to bring a substantial number of visitors to McKinney for the day or weekend
- to increase the positive influence our annual event has on the culture of our city.
- Our specific goal for the MCDC grant is to provide a return on its investment amount of 100 percent or more.

Taking all of these into consideration, we feel this year's event was successful!

We are an all-volunteer board of very busy people whose "common denominator" is a deep love for our city. Our event takes an immense amount of effort and we could not succeed without your support.

As you will see from the information that follows, we used your much appreciated grant entirely for the promotion of our event. We are proud to report an excellent *return on your investment of 375.3%* (*formula shown in Metrics section*) and we want to express our deep appreciation for your belief in us!

The runner participation for our 2017 was down a very small 1.2%. We attribute this mostly to:

• Our school year started one week earlier this year, and our event was one week earlier. Our primary sources of participants are people at and/or linked to our schools. The McKinney schools do not want us to start promoting our event at the schools until the second week of school. This combination of factors reduced our promotion time at our primary participant source from four weeks to two weeks.

Metrics

Income 2017

- Sponsor Donations = \$23,250 vs. \$28,250 in 2016 = 2.6%
- Runner Fees = \$15,535 vs. \$15,710 in 2016 = -1%
- Total Revenue (with MCDC \$4,000) = \$39,285 vs \$44,290 in 2016 = 8%

Expenses

- Advertising & Promotion* = (radio; metro-wide email blasts, signs, posters, t-shirts and banners) = \$9952.68 (4,000 of these will be paid by the MCDC grant; the grant was included in the revenue figure shown below).
- Run Timing & Course Set Up = \$3398.69
- Myrtle Village (Sponsors & Fun; Bounce House, Obstacle Course, etc.) = \$5833.92
- Participant Awards = \$823.00
- Security (Off-duty Police) = \$320
- Basic Rentals (tables, tents, toilets) = \$1753.48

Gross Expenditures: \$ 20,533.19

Expenses: \$20,533.19 vs \$21,060.63 in 2016 = -1%. We kept expenses lower than previous years.

Profit = \$ 19,011.81 vs \$28,446 vs in 2016 = -6%

MCDC Return on Investment: 2017 = 375.3% vs 848.2% in 2016 (profits - \$4,000 MCDC Grant / \$4,000 MCDC Grant)

Demographics

Our participant count was 871 this year vs 965 in 2016 = -9% (729 participants registered for a local school's PE department to receive a \$5 grant per participant) Our non-McKinney registrant count was 159 with 49 of these being outside of Collin County. We could not determine the city of residence for 276 of the participants. This was one of several meaningful mistakes made by the run-timing/registration organization we hired. We will be trying to find another entity for next year.

Cities Represented:

Allen, Anna, Argyle, Arlington, Aubrey, Carrollton, Dallas, Dension, Denton, Fort Worth, Frisco, Garland, Lewisville, Little Elm, Parker, Plano, Princeton, Prosper, Richardson, Sherman, The Colony, Sachse, Van Alstyne and Wylie.

% Participants by Location (of those showing their residence):

McKinney: 73.2% vs 86.6% in 2016

Non-McKinney: 26.7% vs 13.4% in 2016

The Payoff For McKinney

How will the Crape Myrtle Trails of McKinney use the profits from this our only fundraiser? Here are some of the ways:

- Teaming with the City with both our finances and labor in the maintenance and continual improvement of our World Collection Park! By Summer 2018, WC Park should be a prime tourist attraction between mid-June and mid-September!
- Working with the McKinney Convention and Visitors Bureau and McKinney Chamber of Commerce toward making our World Collection Park and our annual Run and Festival becoming appealing destination attractions for our city.
- Promoting and funding strategic plantings of Crape Myrtles in key venues throughout the City!
- Continuing to award significant cash grants to the Physical Education Departments of local schools to promote the health of our youth!
- Growing the positive impact our annual event contributes to our city's culture and tradition!
- Providing Crape Myrtles to 5th grade students of McKinney Schools the Friday immediately prior to Mothers' Day to take home to Mom! *Since 2014 and every year forward, Each MISD 5th grade student from all 20 Elementary School will take a Crape Myrtle home to Mom!!!*
- Continuing to promote McKinney as *America's Crape Myrtle City* as a special "piece in the puzzle" of McKinney's continued and improving recognition as one of the country's very best cities! The following governmental bodies have officially proclaimed McKinney as *America's Crape Myrtle City*: The City of McKinney, Both Houses of The Texas Legislature and the United States Congress!

Advancing the Mission and Goals of MCDC

Thanks to the help MCDC has extended to us, the Crape Myrtle Trails of McKinney Foundation will be able to continue the ongoing efforts listed above. Our emphasis will continue to be on our citizenry taking pride in our local community and attracting those outside of McKinney to enjoy us as well! Through pursuing our mission we plan to make our great city even more beautiful and special. We believe MCDC should be proud to be a primary leader in this effort to touch McKinney's heartstrings with a community-unifying celebration ! After all, increased

community pride and spirit can only enhance our status as one of our nation's elite cities! With the governments of our City, State and Country officially recognizing our unique status, we are on a roll!! Thank you, MCDC. You are a great partner!!



Respect. We support a healthy work environment.

- We value and respect each other.
- We are loyal, dependable and empathetic teammates.
- We embrace inclusion, diversity, fairness and open communication.
- We are trusted by our leaders to use judgment, take risks and make decisions.
- We foster a family-oriented culture that includes understanding, support, balance and fun.

Integrity. We model ethical behavior.

- We are honest.
- We do the right thing, always.
- We are open and transparent in our words and actions.
- We hold ourselves and co-workers accountable to high ethical standards.
- We appropriately question actions that may be inconsistent with our core values.
- We are committed to building and maintaining trust in one another and our community.

Service. We are selfless public servants.

- We serve and help others.
- We are caring and compassionate.
- We treat everyone the way we wish to be treated.
- We deliver exceptional service to internal and external customers.
- We are led by servant leaders, at all levels, who care about and support us.
- We never forget that we exist to make McKinney a better place to live, work and raise a family.

Excellence. We are competent and dedicated.

- We pursue excellence.
- We search for opportunities to learn and grow.
- We are accountable for our work and always do our very best.
- We are given challenging work by leaders who empower and support us.
- We are responsible stewards who embrace innovation, efficiency and improvement.
- We are a unified team that supports the goals and vision established by our elected officials.

Our work is driven by our values.

17-1125



TITLE: Consider/Discuss/Act on the Southgate McKinney Master Development Agreement

COUNCIL GOAL: Direction for Strategic & Economic Growth

MEETING DATE: November 16, 2017

DEPARTMENT: McKinney Economic Development Corporation

CONTACT: Darrell W. Auterson, MEDC President-CEO

RECOMMENDED MCDC ACTION:

• Approval of the Master Development Agreement

ITEM SUMMARY:

 This item authorizes the City Manager (along with the President - CEO of the McKinney Economic Development Corporation - "MEDC" and the President of the McKinney Community Development Corporation - "MCDC") to execute a Master Development Agreement (MDA) with the Southgate McKinney development team comprised of KDC Real Estate Development & Investments LLC ("KDC"), a Texas limited liability company; Columbus Realty Partners, Ltd., a Texas limited partnership; and M & R investors, LLC, a Texas limited liability company, (d/b/a ATR Corinth Partners) to facilitate development of the Southgate McKinney Project.

BACKGROUND INFORMATION:

- The MDA extends terms and conditions contained in the previously executed MOU and further outlines provisions for: 1) Land JV Phase to terminate on December 31, 2018 or sooner; and 2) Subsequent Development Phase to be determined at the conclusion of the Land JV Phase.
- On or before December 31, 2017, developer shall furnish a complete marketing package for the project. During the Land JV Phase commencing on January 15, 2018, developer shall furnish bi-monthly prospect activity reports.

- During the Land JV Phase an incentive compensation will be provided for verified capitalized expenditures incurred in the construction of improvements for which certificate(s) of occupancy are issued within 18 months after the end of the Land JV Phase.
- The "MEDC" shall reimburse developer for fifty percent (50%) of the cost of developing the alternative land use plans and marketing program up to a maximum expenditure by the "MEDC" in the amount of \$100,000.00.

FINANCIAL SUMMARY:

• Maximum financial impact to the "MEDC" is \$100,000.00 unless otherwise approved in writing by the "MEDC" Board of Directors.

BOARD RECOMMENDATION:

• MEDC Board approved the MDA at their October 17th, 2017 Board meeting.

SUPPORTING MATERIALS:

Master Development Agreement

MASTER DEVELOPMENT AGREEMENT

by and among

THE CITY OF McKINNEY, TEXAS,

a municipal corporation

<u>and</u>

<u>McKINNEY ECONOMIC DEVELOPMENT CORPORATION,</u> <u>a Texas nonprofit corporation</u>

and

<u>McKINNEY COMMUNITY DEVELOPMENT CORPORATION,</u> <u>a Texas nonprofit corporation</u>

and

KDC REAL ESTATE DEVELOPMENT & INVESTMENTS, LLC, a Texas limited liability company

and

COLUMBUS REALTY PARTNERS, LTD.,

a Texas limited partnership

and

M&R INVESTORS, LLC,

a Texas limited liability company d/b/a ATR Corinth Partners

_____, 2017

MASTER DEVELOPMENT AGREEMENT GARDERE01 - 10652456V.4 I_6944496V.12

MASTER DEVELOPMENT AGREEMENT

This Master Development Agreement (this "Agreement") is entered into as of the _ ____, 2017 (the "Effective Date") by and among THE CITY OF McKINNEY, dav of TEXAS, a municipal corporation organized and existing pursuant to the laws of the State of Texas (the "City"), McKINNEY ECONOMIC DEVELOPMENT CORPORATION, a Texas nonprofit corporation ("<u>MEDC</u>"), McKINNEY COMMUNITY DEVELOPMENT CORPORATION, a Texas nonprofit corporation ("MCDC"), KDC REAL ESTATE DEVELOPMENT & INVESTMENTS, LLC, a Texas limited liability company ("Developer"), COLUMBUS REALTY PARTNERS, LTD., a Texas limited partnership ("Columbus"), and M & R INVESTORS, LLC, a Texas limited liability company d/b/a ATR Corinth Partners ("ATR"). The City, MEDC and MCDC are sometimes collectively referred to as the "City Developer, Columbus and ATR are sometimes collectively referred to as the Parties". "Developer Parties". The City Parties and the Developer Parties are sometimes collectively referred to as the "Parties".

RECITALS

A. The City Parties and the Developer Parties previously executed a Memorandum of Understanding ("<u>MOU</u>"), the transactional portions of which were non-binding, whereby the Parties agreed to negotiate definitive agreements for the master development and marketing of approximately 57 acres of office, retail, restaurant and recreation parcels (the "<u>Project</u>") to be created on land currently owned by the City and MEDC. The legal description for the property (the "<u>Property</u>") constituting the Project is set forth on <u>Exhibit A</u>; provided, however, such legal description shall be subject to change if a subsequent survey of the Property reveals a discrepancy.

B. The MOU was not terminated pursuant to Section 1A thereof and has extended into the Land JV Phase as defined herein, which commenced on July 18, 2017.

NOW, THEREFORE, pursuant to the authority granted to the City, MEDC and MCDC under all applicable laws, rules and regulations, and in consideration of the foregoing Recitals and the mutual covenants and promises of the Parties herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

<u>A G R E E M E N T</u>

DEFINITIONS

"Affiliate" means any person or entity directly or indirectly controlling, controlled by or under common control with a Party.

"CC&Rs" shall mean the Second Amended and Restated Declaration and Establishment of Protective Covenants, Conditions and Restrictions and Grant of Easements, dated January 15, 2013, and recorded as Document Number 20130125000114540 in the Official Public Records of Collin County, Texas.

"Environmental Laws" shall mean all laws regulating the use, generation, storage, transportation or disposal of Hazardous Substances.

"Hazardous Substances" shall mean flammables, explosives, radioactive materials, asbestos, polychlorinated biphenyl (PCBs), chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, irritants, hazardous wastes (including infectious waste and medical waste), toxic substances or related materials, petroleum and petroleum products, and substances declared to be hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any applicable governmental authority, including under federal, state, and local laws, rules, regulations, and ordinances.

"Land JV Phase" shall mean the period which commenced on July 18, 2017 and shall terminate on December 31, 2018, or sooner as provided herein.

"Release" shall mean the contamination (whether presently existing or hereafter occurring) of the facilities, soil, groundwater, air or other elements on or of the Property by Hazardous Substances, or the contamination of the buildings, facilities, soil groundwater, air or other elements on or of any other property as a result of Hazardous Substances at any time emanating from the Property.

"Representatives" has the meaning set forth in Section 5.2.

"Subsequent Development Phase" shall mean such additional period as may be agreed to by the Parties.

"Parcels 1, 2, 3, 4, and 5" shall mean the parcels within the Property depicted as such on the "Site Plan" (herein so called) attached hereto as <u>Exhibit B</u>.

ARTICLE I LAND JV PHASE

1.1 <u>Exclusivity</u>. During the Land JV Phase, Developer shall have the exclusive right to market and negotiate sales of parcels within the Property on behalf of the City Parties to end users. It is understood that Developer intends to delegate such rights to Columbus in the case of multifamily residential uses of the Property and to ATR in the case of restaurant/retail uses of the

Property. It is understood that MEDC will reimburse Developer for fifty percent (50%) of the cost of developing the alternative land use plans and marketing program ("Marketing Expenses") up to a maximum expenditure by MEDC in the amount of \$100,000. The Developer Parties hereby agree to share equally the remaining Marketing Expenses incurred by Developer, and Columbus and ATR shall reimburse Developer their respective share within ten (10) days after receipt of an invoice therefor. The obligations in this Section 1.1 shall survive the expiration or earlier termination of this Agreement.

1.2 <u>Price Schedule</u>. During the Land JV Phase, the City Parties shall convey legally platted portions of the Property to end users at a price per square foot as indicated below:

Within Parcel 1	Within Parcel 2	Within Parcel 3	Within Parcel 4	Within Parcel 5
\$11.00 per	\$12.00 per	\$12.00 per	\$11.00 per	\$11.00 per
square foot				

City Parties reserve the right to convey portions of the Property for a lower price than scheduled above to incentivize economic development of the Property in conjunction with, or in lieu of, economic incentive payments as described in Article II below.

1.3 <u>Building Requirement</u>. It is not the intent of this Agreement for the City Parties to convey portions of the Property to land investors or land speculators. The commitment of the City Parties to convey a portion of the Property at the prices indicated above is conditioned upon the good faith determination of the City Parties that the purchasers have a bona fide intent to complete construction of specified improvements on the land being purchased consistent with the vision of the City Parties for the development of the Project. All purchase and sale agreements (and deeds as appropriate) executed by the City Parties with respect to portions of the Property shall address, to the City's satisfaction, among other things, applicable infrastructure requirements, use, site plan and construction requirements, design requirements, funding obligations and economic incentive payments.

1.4 <u>Land JV Phase Term.</u> The Land JV Phase shall terminate on December 31, 2018, or earlier as provided in Section 1.5 below.

1.5 <u>Prospect Activity Reports</u>. On or before December 31, 2017, Developer shall furnish the City Parties with a complete marketing package for the Project, including a detailed schedule of marketing activity, to be engaged in by Developer during the Land JV Phase and establish a web presence for the Project. During the Land JV Phase commencing on January 15, 2018, Developer shall furnish the City Parties with bi-monthly prospect activity reports no later than the first and fifteenth day of each calendar month detailing the activity of Developer in contacts and discussions with potential end users of the Property. The City Parties agree to keep the content of such reports confidential to the extent permitted by applicable law. In the event (a) the complete marketing package is not timely furnished to the satisfaction of the City Manager of the City and the President of MEDC or a web presence for the Property is not established by December 31, 2017, or (b) any bi-monthly prospect report is not timely furnished or Developer fails to fulfill the schedule of marketing activity contained within the complete marketing package approved by the City Manager of the City and the President of MEDC and

such failure remains uncured for fifteen (15) days after written notice thereof has been delivered to Developer, then, in the event of either (a) or (b), City Parties may, by further written notice given to Developer, Columbus and ATR terminate the Land JV Phase and this Agreement.

1.6 <u>Incentive Compensation</u>. The City Parties shall pay Developer incentive compensation in the amount of 2% of the verified capitalized expenditure incurred in the construction of improvements on land conveyed by the City Parties to end users during the Land JV Phase for which certificate(s) of occupancy are issued by the City within 18 months after the end of the Land JV Phase, payable upon issuance of the certificate(s) of occupancy. Developer shall be responsible for dividing such incentive compensation with Columbus and ATR.

ARTICLE II ECONOMIC INCENTIVE PAYMENTS

2.1 <u>Purpose</u>. The Developer Parties have recommended to the City Parties, and the City Parties acknowledge that they have been informed, that certain aspects of the development and construction of the Project will only occur with the use of economic incentive payments, which may be offered by the City Parties. For each end user purchasing a portion of the Property and upon issuance of a certificate of occupancy to such end user, the City Parties may, in their discretion, fund economic development grants or loans to the end users based on the number of employees employed and capital investment made by such end user. Such grants or loans may be conditioned upon certain continued performance benchmarks on the part of the end user and may take the form of rebates of portions of the purchase price paid by such end user for the portions of the Property purchased. Such economic incentive payments, to the extent authorized by the City Parties, will be committed to the end users conditioned on attainment of performance benchmarks to induce their purchase of portions of the Property.

2.2 <u>Reserved</u>.

ARTICLE III SUBSEQUENT DEVELOPMENT PHASE

3.1 <u>Condition.</u> This Agreement shall terminate at the end of the Land JV Phase unless the Parties agree to a Subsequent Development Phase.

3.2 <u>Exclusivity.</u> During any Subsequent Development Phase, Developer shall have the exclusive right to market and negotiate sales of parcels within the Project on behalf of the City Parties to end users. It is recognized that Developer intends to delegate such function to Columbus with regard to multi-family residential uses within the Project and to ATR with regard to restaurants/retail uses within the Project.

3.3 <u>Purchases.</u> During the first two years of any Subsequent Development Phase, the City Parties agree to sell parcels of land within the Property to end users on the same terms as provided in Sections 1.2 and 1.3 above with regard to the Land JV Phase, except the prices per square foot shall be 115% of those applicable during the Land JV Phase.

ARTICLE IV DESIGN AND CONSTRUCTION MATTERS

4.1 <u>CC&Rs</u>. The CC&Rs will be amended during the Land JV Phase to conform to the terms and provisions hereof and the vision of the City Parties and the Developer Parties for the Project in a manner approved by the Developer Parties and the City Parties. The legal expense of such amendment will be borne by the City Parties. All design, construction and operational activities on the Project shall be in compliance with the CC&Rs, as they may be amended from time to time; provided, however, following the initial amendment of the CC&Rs and, during the term of this Agreement, the CC&Rs shall not be further amended or restated without the prior mutual written consent of Developer and the City Parties. The City Parties agree, subsequent to the Land JV Phase, to modify the restriction in Section 3.3.4 of the CC&Rs to limit the construction prohibition during the period of November 15 through January 5 to situations where more than one tenant has leased space in a single retail or restaurant building.

4.2 <u>Building Height</u>. Unless express written consent from the City Parties is granted, all office buildings shall have a minimum of six (6) floors; however, such restriction shall not apply to office use above retail on the portion of Tract #3 west of the "Commons" area.

ARTICLE V PROJECT OPERATIONS

5.1 <u>Marketing</u>. MEDC agrees to support Developer's marketing efforts as a part of its overall portfolio of available product within the City, as provided to other MEDC supported companies.

5.2 <u>Representatives of the Party Groups.</u> Each of two groups of parties, i.e., (i) the City Parties and (ii) the Developer Parties, shall designate and maintain one or more representatives (the "<u>Representatives</u>") who shall be deemed to be authorized by their respective groups to grant consents or approvals, to make elections, or to take other action on behalf of their respective groups as may be necessary or appropriate; however, subject to the requirements of state law and any corporate bylaws requiring the action of a party. The Representatives may be changed or supplemented by either group by written notice to the other group. The initial Representative(s) for the City Parties shall be both of Paul Grimes, City Manager, and Darrell Auterson, President-CEO of MEDC, and the initial Representative(s) for Developer Parties shall be any one or more of Bill Guthrey of Developer, Robert Shaw of Columbus, and Tony Ruggeri of ATR.

5.3 <u>Signage</u>. Developer and the purchasers of tracts within the Property shall have the right to signage on the Property as permitted in City Regulations, including the Zoning Ordinance governing the Project, and the Sign Program as defined in the CC&Rs.

ARTICLE VI REPRESENTATIONS AND WARRANTIES

6.1 <u>City Parties Representations and Warranties</u>. In order to induce the Developer Parties to enter into this Agreement, the City Parties each make the following representations and warranties, each of which shall survive the execution of this Agreement:

(a) <u>Corporate Authority</u>. The City Parties each represents and warrant that:

(i) The City is a municipal corporation, and the MEDC and the MCDC are each non-profit corporations, and duly organized, validly existing and in good standing under the laws of the State of Texas.

(ii) The City Parties each have all necessary power and authority to own, use and transfer its properties (including the Project), as applicable, and to transact the business in which it is engaged, and has full power and authority to enter into this Agreement, to execute and deliver the documents required of the City Parties herein, and to perform its obligations hereunder.

(iii) The City Parties are each duly authorized to execute, deliver and perform this Agreement and all documents and instruments and transactions contemplated hereby or incidental thereof.

(iv) The individuals executing this Agreement on behalf of each of the City Parties are authorized to do so and, upon executing this Agreement, this Agreement shall be binding and enforceable upon the City Parties in accordance with its terms.

(b) <u>Commissions</u>. No City Parties have dealt with any broker, finder or any other person in connection with the Project in a manner that might give rise to any claim for commission against the Property or the Developer Parties.

(c) <u>Litigation</u>. To the City Parties' actual knowledge, there are no claims, actions, suits, condemnation actions or other proceedings pending or threatened against any City Parties which affect the Property or the Project.

(d) <u>No Violations of Laws</u>. To the City Parties' actual knowledge, there are no current violations of any applicable law affecting the Property or the Project.

(e) <u>No Option</u>. No City Parties have granted any options or rights of first refusal to lease or purchase with respect to the Property.

(f) <u>Tenancies</u>. There are no tenancies or occupancies affecting the Property or persons in possession of any part thereof which will not be terminated on or before closing of any sale. There are no persons or entities with whom the City Parties or their agents have negotiated with regard to prospective leases of the Property that in any manner might give rise to a claim by such persons or entities against the City Parties or the Property.

(g) <u>Operating Agreements</u>. There are no service, supply, maintenance, leasing or management agreements affecting the Property or the operation of any part thereof which will be binding after the first closing.

(h) <u>Real Estate Taxes</u>. Real estate taxes are not and shall not be assessed against the Property during any period that the City Parties is/are the owner of the Property.

(i) <u>Environmental.</u> To the City Parties' actual knowledge, the Property has been and is in compliance in all material respects with all applicable Environmental Laws, and there has been no Release of Hazardous Substances at the Property.

6.2 <u>Knowledge</u>. As used herein and throughout this Agreement: (i) references to the "knowledge" of the City Parties shall refer to the actual knowledge of the City Manager, and shall not be construed, by imputation or otherwise, to refer to the knowledge of the City, or any council member, to any current or former employee of the City or any affiliate thereof, or to impose upon the City Manager any duty to investigate the matter to which such actual knowledge, or the absence thereof, pertains; and (ii) references to the "knowledge" of MEDC shall refer to the actual knowledge of its President and CEO, and shall not be construed, by imputation or otherwise, to refer to the knowledge of MEDC, or any affiliate, to any current or former property manager, or to any other current or former board member, officer, agent, partner, manager, representative, or employee of MEDC or any affiliate thereof, or to impose upon such President and CEO any duty to investigate the matter to which such acknowledge, or the absence thereof, pertains.

6.3 <u>Developer Representations and Warranties</u>. In order to induce the City Parties, Columbus and ATR to enter into this Agreement, Developer makes the following representations and warranties, each of which is true and correct on the date hereof and will be true and correct on (and restated as of) the date of each closing, and each of which shall survive the execution of this Agreement:

(a) Developer is a limited liability company duly organized, validly existing and in good standing under the laws of its state of organization, and is authorized to transact business in the State of Texas, and Developer is duly authorized to execute, deliver and perform this Agreement and all documents and instruments and transactions contemplated hereby or incidental hereto.

(b) Developer has dealt with no broker, finder or any other person in connection with the Project in a manner that might give rise to any claim for commission against the Property, Columbus, ATR or any City Parties.

6.4 <u>Columbus Representations and Warranties</u>. In order to induce the City Parties, Developer and ATR to enter into this Agreement, Columbus makes the following representations and warranties, each of which is true and correct on the date hereof and will be true and correct on (and restated as of) the date of each closing, and each of which shall survive the execution of this Agreement: (a) Columbus is a limited partnership duly organized, validly existing and in good standing under the laws of its state of organization, and is authorized to transact business in the State of Texas, and Columbus is duly authorized to execute, deliver and perform this Agreement and all documents and instruments and transactions contemplated hereby or incidental hereto.

(b) Columbus has dealt with no broker, finder or any other person in connection with the Project in a manner that might give rise to any claim for commission against the Property, Developer, ATR or any City Parties.

6.5 <u>ATR Representations and Warranties</u>. In order to induce the City Parties, Developer and Columbus to enter into this Agreement, ATR makes the following representations and warranties, each of which is true and correct on the date hereof and will be true and correct on (and restated as of) the date of each closing, and each of which shall survive the execution of this Agreement:

(a) ATR is a limited liability company duly organized, validly existing and in good standing under the laws of its state of organization, and is authorized to transact business in the State of Texas, and ATR is duly authorized to execute, deliver and perform this Agreement and all documents and instruments and transactions contemplated hereby or incidental hereto.

(b) ATR has dealt with no broker, finder or any other person in connection with the Project in a manner that might give rise to any claim for commission against the Property, Developer, Columbus or any City Parties.

ARTICLE VII NOTICES

7.1 <u>Delivery of Notices</u>. All notices, statements, demands, consents and other communications ("**Notices**") required or permitted to be given by any party to another party pursuant to this Agreement or pursuant to any applicable law or requirement of public authority shall be properly given only if the Notice is (a) made in writing (whether or not so stated elsewhere in this Agreement); (b) given by one of the methods prescribed in Section 7.2; and (c) sent to the party to which it is addressed at the address set forth below or at such other address as such party may hereafter specify by at least five (5) calendar days prior written notice:

If to the City:

City of McKinney 222 N. Tennessee Street McKinney, Texas 75069 Attention: Paul Grimes, City Manager

If to MEDC:	McKinney Economic Development Corporation 5900 South Lake Forest Drive #110 McKinney, Texas 75070 Attention: Darrell Auterson, President and CEO
If to MCDC:	McKinney Community Development Corporation 5900 South Lake Forest Drive #110 McKinney, Texas 75070 Attention: Cindy Schneible, President
If to any of the three above entities, copy to:	Brown & Hofmeister, LLP 740 E. Campbell Road, Suite 800 Richardson, Texas 75081 Attention: Mark Houser, Esq.
If to Developer:	KDC Real Estate Investments, LLC 8115 Preston Road, Suite 700 Dallas, Texas 75225 Attention: Scott Ozymy With a copy to:
	Gardere Wynne Sewell LLP 2021 McKinney Avenue, Suite 1600 Dallas, Texas 75201 Attention: George Dunlap
If to Columbus:	Columbus Realty Partners, Ltd. 8343 Douglas Avenue, Suite 360 Dallas, Texas 75225 Attention: Robert Shaw
If to ATR:	M & R Investors, LLC 12700 Park Central Dr., Suite 110 Dallas, Texas 75251 Attention: Tony Ruggeri

7.2 <u>Methods of Delivery</u>. All Notices required or permitted to be given hereunder shall be deemed to be duly given: (a) at the time of delivery, if such Notice is personally delivered; or (b) on the third business day after mailing, if such Notice is deposited with the United States Postal Service, postage prepaid, for mailing via certified mail, return receipt requested; or (c) on the next business day, if such Notice is sent by a nationally recognized overnight courier which maintains evidence of receipt. If any Notice is not received or cannot be delivered due to a change in address of the receiving Party, of which notice was not properly given to the sending Party, or due to a refusal to accept by the receiving Party, such Notice shall be effective on the date delivery is attempted.

ARTICLE VIII GENERAL PROVISIONS

8.1 <u>Negation of Partnership</u>. The parties specifically acknowledge that no party is acting as the agent of any other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the parties in the business of the Developer Parties, the affairs of the City Parties, or otherwise, or cause them to be considered joint venturers or members of any joint enterprise. This Agreement is not intended and shall not be construed to create any third party beneficiary rights in any person or entity who is not a party or a transferee except as may be expressly stated herein; and nothing in this Agreement shall limit or waive any rights the Developer Parties may have or acquire against any third party with respect to the terms, covenants or conditions of this Agreement.

8.2 <u>Not a Public Dedication</u>. Except as shown on any approved final or record plat of the Property, nothing herein contained shall be deemed to be a gift or dedication of the Property or any buildings or improvements constructed in the Project, to the general public, for the general public, or for any public use or purpose whatsoever (except those public benefits described in Article II which accrue to the City through the development of local business activity, employment and development, none of which in any way entitle the City or any other governmental or quasi-governmental entity to any gift or dedication of the Property as private property), it being the intention and understanding of the parties that this Agreement be strictly limited to and for the purposes herein expressed for the development of the Property as private property.

8.3 <u>Severability</u>. Invalidation of any of the provisions contained in this Agreement, or of the application thereof to any person or entity, by judgment or court order, shall in no way affect any of the other provisions hereof or the application thereof to any other person or entity or circumstance and the same shall remain in full force and effect, unless enforcement of this Agreement as so invalidated would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Agreement.

8.4 <u>Exhibits</u>. The Exhibits to which reference is made herein are attached hereto and deemed incorporated into this Agreement in their entirety.

8.5 <u>Amendment or Termination</u>. Except as expressly provided in this Agreement, this Agreement may be terminated, modified or amended only by the written consent of the Parties.

8.6 <u>Entire Agreement</u>. This Agreement contains all the representations and the entire agreement among the parties with respect to the subject matter hereof. Upon execution of this Agreement, any prior or contemporaneous correspondence, memoranda, agreements, warranties or representations, excluding only the MOU, are superseded in total by this Agreement. Neither the conduct nor actions of the parties, nor the course of dealing or other custom or practice between the parties, shall constitute a waiver or modification of any term or provision of this Agreement. This Agreement may be modified or amended only in the manner specified in this Agreement.

8.7 <u>Construction of Agreement</u>. All of the provisions of this Agreement have been negotiated at arms-length among the parties and after advice by counsel and other representatives chosen by each party, and the parties are fully informed with respect thereto. Therefore, this Agreement shall not be construed for or against any party by reason of the authorship or alleged authorship of any provisions hereof, or by reason of the status of any party. The provisions of this Agreement shall be construed as a whole according to their common meaning and not strictly for or against any party and consistent with the provisions hereof, in order to achieve the objectives and purpose of the parties hereunder. The captions preceding the text of each Article and Section are included only for convenience of reference and shall be disregarded in the construction and interpretation of this Agreement.

8.8 <u>Further Assurances; Covenant to Sign Documents</u>. Each party shall take all reasonable actions and do all reasonable things, and execute, with acknowledgment or affidavit if required, any and all reasonable documents and writings, which may be necessary or proper to achieve the purposes and objectives of this Agreement.

8.9 <u>Governing Law</u>. This Agreement, and the rights and obligations of the parties, shall be governed by and interpreted in accordance with the laws of the State of Texas.

8.10 <u>Signature Pages</u>. For convenience, the signatures of the parties to this Agreement may be executed and acknowledged on separate pages (including by electronic signature) which, when attached to this Agreement, shall constitute this as one complete Agreement.

8.11 <u>Recording</u>. The parties agree that this Agreement shall not be recorded.

8.12 <u>Time.</u> Time is of the essence of this Agreement and of each and every term and condition hereof.

8.13 <u>No Personal Liability</u>. No member, officer, director or employee of the Developer Parties or any of their Affiliates shall have any personal liability, directly or indirectly, under or in connection with this Agreement or any agreement made or entered into under or pursuant to the provisions of this Agreement. The City Parties shall look solely to the assets of the applicable Developer Parties for the payment of any claim against the Developer Parties under this Agreement. In no event shall any Party under this Agreement be liable for consequential, punitive or special damages of any kind whatsoever.

8.14 <u>Performance on Business Days</u>. If any date for the occurrence of an event or act under this Agreement falls on a Saturday or Sunday or legal holiday in the State of Texas, then the time for the occurrence of such event or act shall be extended to the next succeeding business day.

8.15 <u>Independent Contract Consideration</u>. Contemporaneously with the execution of this Agreement, Developer hereby delivers to the City Parties, and the City Parties hereby acknowledge receipt of, \$10, which sum is in addition to and independent of any other consideration or payment set forth in this Agreement, is nonrefundable under any circumstance, and will be retained by the City Parties as consideration for this Agreement notwithstanding any other terms or provisions contained in this Agreement.

8.16 <u>End-User Incentives</u>. The City and MEDC shall consider granting end-user incentives on a case-by-case basis to appropriate end users in the Project consistent with City-MEDC policies and procedures regarding economic development incentives.

[Signatures on following pages]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement to be effective as of the Effective Date.

CITY:

THE CITY OF MCKINNEY, TEXAS,

a municipal corporation

By:_____ Name: Paul G. Grimes Title: City Manager

MEDC:

MCKINNEY ECONOMIC DEVELOPMENT CORPORATION.

a Texas non-profit corporation

By: _____ Name: Darrell Auterson Title: President and CEO

By:______ Name: ______ Title: Chairman of the Board

MCDC:

MCKINNEY COMMUNITY DEVELOPMENT CORPORATION,

a Texas non-profit corporation

By:_____ Cindy Schneible, President and CEO

By: _____ Name: Title: Chairman of the Board

DEVELOPER:

KDC REAL ESTATE DEVELOPMENT INVESTMENTS, LLC, a Texas limited liability company

By:		
Name:		
Its:		

COLUMBUS:

COLUMBUS REALTY PARTNERS, LTD., a Texas limited partnership

By: Columbus G.P., LLC, a Texas limited liability company, its general partner

By:	
Name:	
Its:	

ATR:

M & R INVESTORS, LLC,

a Texas limited liability company d/b/a ATR Corinth Partners

By:		
Name:		
Its:		

EXHIBIT A

Legal Description of Property

Lot 2, Block A of the Gateway Addition, City of McKinney (45.721 acres)

Lots 4 and 5, Block A of the McKinney Bridge Street Town Centre Addition, City of McKinney (1.0853 acres and 6.8292 acres, respectively)

EXHIBIT B

Site Plan

CONCEPT PLAN





TITLE:Consider/Discuss Priorities for Potential Projects and McKinney
Community Development Corporation Funding

COUNCIL GOAL: Enhance the Quality of Life in McKinney Direction for Strategic & Economic Growth

- **MEETING DATE:** November 16, 2017
- **DEPARTMENT:** McKinney Community Development Corporation
- **CONTACT:** Cindy Schneible, President, McKinney Community Development Corporation

ITEM SUMMARY:

• MCDC board members will review and discuss potential projects for consideration for funding support in future years.

BACKGROUND INFORMATION:

- At the October meeting of the McKinney Community Development Corporation, board members requested that time be allocated for a discussion of future, potential projects and funding by MCDC at the November board meeting.
- During FY17, MCDC funded several significant projects that will result in reducing fund balance from \$30 million to approximately \$15 million.
- To inform the discussion, a summary of the City of McKinney's Citizen Satisfaction Survey and a summary of the Quality of Life Amenities Survey, conducted by MCDC, have been shared with board members.
- A review and discussion of potential projects is important for FY 18 strategic planning activities and communications with City Council.

Supporting Materials:

- 2017 Citizen Survey Summary
- 2017 Quality of Life Amenities Survey Summary

SUPPORTING MATERIALS:

Quality of Life Amenities Survey Summary Citizen Survey Summary

What additional quality of life amenities would you like to see in McKinney?

All Responses sorted chronologically

As of October 3, 2017, 11:20 AM



Virtual Town Hall is not a certified voting system or ballot box. As with any public comment process, participation in Virtual Town Hall is voluntary. The responses in this record are not necessarily representative of the whole population, nor do they reflect the opinions of any government agency or elected officials.

What additional quality of life amenities would you like to see in McKinney?

As of October 3, 2017, 11:20 AM, this forum had:

Attendees:1965All Responses:1259

9

Â.

Hours of Public Comment: 63.0

Hours of Public Comment: 63.0

This topic started on August 25, 2017, 5:08 PM.

What additional quality of life amenities would you like to see in McKinney?

Responses

How are you part of the McKinney community?



Creating / preserving open lands to improve quality of life by increasing open space, accessible to the public, for present and future generations ranked as medium to high priority for 92% of respondents. You've got 25 dots to 'spend' to rank the following in order of importance to you.

	%	Count
Preserve critical and sensitive environmental areas	20.9%	6334
Provide linkage between current open spaces	14.4%	4346
Permanently protect open areas from development	20.7%	6280
Secure land in already developed areas	11.1%	3349
Provide wildlife habitat	16.2%	4890
ldentify funding sources for acquisition of land to keep or preserve as open lands	12.0%	3622

Recreation centers are intended to provide social, fitness, fun and learning activities to residents. They ranked as medium to high priority for 88% of survey respondents.

Please choose your top three options for facilities most important for development or improvement in McKinney.

What additional quality of life amenities would you like to see in McKinney?

	%	Count
Outdoor aquatic facilities	26.9%	319
Combined aquatic and fitness facilities	59.9%	711
Recreation facilities for seniors	48.8%	579
Youth sports facilities	53.2%	631
Community center - cultural, recreational, educational and social activities	77.8%	923

Are there improvements to existing community facilities you would like to see? Any comments you would like to make?

Answered	297
Skipped	962

all apex aquatic area areas better **center community** could course **disc** don **facilities** facility fields golf **like mckinney more need** needs out **outdoor park** parks people **pool** public **residents s See** Senior side so t they too USE **very**

Sports facilities ranked as medium to high priority by 74% of survey respondents.

Using 25 dots, please "spend" them to show which type of facility you'd like to see in McKinney.

Multi-sport practice fields. Examples include fields for soccer, lacrosse, football or cricket



% Count

		%	Count
Game fields for soccer, lacrosse, football or cricket		10.7%	3067
Tournament soccer facility	1	6.0%	1721
Recreational baseball / softball fields		10.9%	3116
Tournament baseball / softball facility	1	6.6%	1889
Disc golf course		21.5%	6157
Volleyball / basketball facility		10.9%	3107
Tennis facility	• • • • • • • • • • • • • • • • • • •	9.3%	2654

Are there any other types of sports facilities you would like to suggest?

Answered	229
Skipped	1,030

all ball basketball bike center could COURSE COURTS disc do don

facilities facility fields golf hockey ice indoor like

mckinney more need new nice open outdoor park parks public

racquetball rink S so Sports t tennis they trails use well

Outdoor / adventure activities ranked medium to high priority by 75% of survey respondents. Please select your top five choices from the options below.

Zip line

Wake boarding

Count	%
801	71.5%
297	26.5%

		%	Count
Kayaking / canoeing		77.5%	868
Rock climbing	T A TOTAL OF	63.4%	710
Skydiving		17.0%	190
Sporting clays		31.1%	348
Equestrian activities		52.4%	587
Body boarding		16.9%	189

Are there any other outdoor or adventure activities you would like to suggest?

Answered	191
Skipped	1,068

activities adventure all also archery area areas bike biking could

Course courses disc fishing from go golf great hiking kids like make mckinney more mountain nature need none obstacle Outdoor park parks paths people public t they trail trails walking

Expanded hike and bike trail system ranked as medium to high priority by 83% of survey respondents. Below you have 15 dots to "spend" to rank the features most important to you.

Connectivity throughout McKinney neighborhoods via trails and side paths. This includes neighborhoods, schools, downtown, libraries, recreation centers and retail centers.



% Count 37.9% 6626

Quality of Life Amenities Survey What additional quality of life amenities would you like to see in McKinney?			
%	Count		
15.1%	2645		
32.7%	5717		
10.4%	1815		
	ould you like to see in McKinney? % 15.1% 32.7%		

Are there other hike and bike trail system options you would like to suggest?

Answered	178
Skipped	 1,081

all along areas **bike** bikers **bikes** biking from **get** great keep lane lanes like mckinney more need Off other park **paths** please road roads s sidewalks so some street streets t them they traffic trail trails up use walk way

Outdoor entertainment venues ranked medium to high priority by 85% of survey respondents. Choose your top two options for facilities most important for development or improvement in McKinney.

~ /

	%	Count
Large concert or performance venue. Examples could include Starplex Pavilion or Panther Island Pavilion.	64.2%	758
Amusement park / rides	21. 4 %	252
Destination water park	36.5%	431

	Quality of Life Amenities Survey ities would you like to see in McKinney?		
Plazas or gathering places in key locations, for example downtown McKinney	% 77.4%	Count 913	

Is there another type of outdoor venue you'd like to suggest?

142

1,117

Answered

Skipped

- all also amusement areas areas community concert concerts don

downtown entertainment etc events food great large like

mckinney more nature need needs none one open Outdoor

park parks places s shade small space t they venue venues water where

Performing arts centers ranked as medium to high priority by 85% of survey respondents. Below you have 25 dots to "spend" to rank the type of performance space you would like to see added in McKinney.

	%	Count	
Public gallery / exhibition space	18.6%	5439	
Black box theater	14.7%	4299	
Performance / concert hall of 700 or more seats	28.4%	8320	
Outdoor amphitheater	31.5%	9243	

Is there any other type of performance venue you'd like to suggest?

What additional quality of life amenities would you like to see in McKinney?

Answered

69

amphitheater any art center CONCERt could do dON from get go like mckinney money more need new none only Outdoor performance plays see shade small space spaces stadium t texas than theater think venue venues was well what where

Restaurant and entertainment options ranked as medium to high priority for 90% of survey respondents. Please select your top five.

	%	Count
Quick service / fast food restaurants - examples could include McDonald's, Whataburger, Chick-fil- A and others	12.3%	146
Casual dining restaurants - price points of about \$15 per meal, wide range of choices. Examples could include Chili's, Applebee's, Rosa's, Gloria's, BJ's or others	60.0%	713
Fast casual restaurants - combination of quick service and casual. Examples include Panera Bread, Chipotle, Zoe's Kitchen or others	55.3%	657
Fine dining - full service, high quality food, nice ambiance; more expensive. Examples could include Jasper's, Capital Grille, Del Frisco's, Perry's or others	66.2%	787
Wine bistros / brew pubs	51.7%	615
Movie theaters	34.3%	408

Quality of Life Amenities Survey What additional quality of life amenities would you like to see in McKinney?			
	%	Count	
Multi-component entertainment venues. Examples could include Main Event, Dave & Buster's, Shenaniganz, Urban Air or others	47.19	560	
Comedy clubs	29.9%	356	
Children's museum	45.9%	546	

List any other restaurant or entertainment options you'd like to see in McKinney.

Answered	212
Skipped	1,047

5 (1) = 0

allen any area bowling casual chain chains dining don downtown drive eat

entertainment etc fast food frisco from good like local

mckinney more need options owned places plano please

restaurant restaurants s see side so some t too unique west



McKinney, TX Community Livability Report

DRAFT 2017



2955 Valmont Road Suite 300 Boulder, Colorado 80301 n-r-c.com • 303-444-7863



777 North Capitol Street NE Suite 500 Washington, DC 20002 icma.org • 800-745-8780

Contents

About	1
Quality of Life in McKinney	2
Community Characteristics	3
Governance	5
Participation	7
Special Topics	
Conclusions	2



The National Citizen Survey™ © 2001-2017 National Research Center, Inc.

The $\mathsf{NCS}^{\mathsf{\tiny M}}$ is presented by NRC in collaboration with ICMA.

NRC is a charter member of the AAPOR Transparency Initiative, providing clear disclosure of our sound and ethical survey research practices.

About

The National Citizen Survey[™] (The NCS) report is about the "livability" of McKinney. The phrase "livable community" is used here to evoke a place that is not simply habitable, but that is desirable. It is not only where people do live, but where they want to live.

Great communities are partnerships of the government, private sector, community-based organizations and residents, all geographically connected. The NCS captures residents' opinions within the three pillars of a community (Community Characteristics, Governance and Participation) across eight central facets of community (Safety, Mobility, Natural Environment, Built Environment, Economy, Recreation and Wellness, Education and Enrichment and Community Engagement).

The Community Livability Report provides the opinions of a representative sample of 296 residents of the City of McKinney. The margin of error around any reported percentage is 6% for the entire sample. The full description of methods used to garner these opinions can be found in the *Technical Appendices* provided under separate cover.



Quality of Life in McKinney

A vast majority of residents rated the quality of life in McKinney as excellent or good. This was similar to quality of life ratings seen in other jurisdictions across the nation (see Appendix B of the *Technical Appendices* provided under separate cover).

Shown below are the eight facets of community. The color of each community facet summarizes how residents rated it across the three sections of the survey that represent the pillars of a community – Community Characteristics, Governance and Participation. When most ratings across the three pillars were higher than the benchmark, the color for that facet is the darkest shade; when most ratings were lower than the benchmark, the color is the lightest shade. A mix of ratings (higher and lower than the benchmark) results in a color between the extremes.

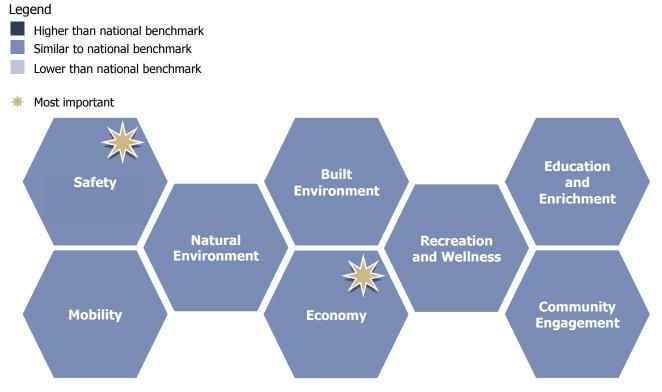


Poor 0%

Fair 10% **Overall Quality of Life**

In addition to a summary of ratings, the image below includes one or more stars to indicate which community facets were the most important focus areas for the community. Residents identified Safety and Economy as priorities for the McKinney community in the coming two years. Ratings for all facets were positive and similar to other communities. Linking quality to importance offers community members and leaders a view into the characteristics of the community that matter most and that seem to be working best.

Details that support these findings are contained in the remainder of this Livability Report, starting with the ratings for Community Characteristics, Governance and Participation and ending with results for McKinney's unique questions.



Community Characteristics

What makes a community livable, attractive and a place where people want to be?

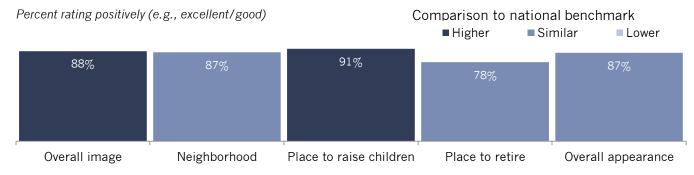
Overall quality of community life represents the natural ambience, services and amenities that make for an attractive community. How residents rate their overall quality of life is an indicator of the overall health of a community. In the case of McKinney, 91% rated the City as an excellent or good place to live. Respondents' ratings of McKinney as a place to live were similar to ratings in other communities across the nation.

In addition to rating the City as a place to live, respondents rated several aspects of community quality including McKinney as a place to raise children and to retire, their neighborhood as a place to live, the overall image or reputation of McKinney and its overall appearance. About 9 in 10 respondents positively rated the City as a place to raise children and the overall image and reputation of McKinney; both of these ratings were similar to the national benchmark comparisons. Eighty-seven percent of residents positively rated their neighborhoods as places to live and the overall appearance of McKinney and about three-quarters of residents awarded high marks to the City as a place to retire, which were all similar to ratings seen in comparison communities.

Delving deeper into Community Characteristics, survey respondents rated over 40 features of the community within the eight facets of Community Livability. Residents' ratings within the pillar of Community Characteristics varied, but tended to be similar to or higher than the national comparisons. About 9 in 10 residents gave excellent or good ratings to the overall feeling of Safety in McKinney, and a similar proportion reported feeling safe in their neighborhood and in the downtown/commercial area during the day. Within Mobility, about half of residents or more positively rated most Mobility measures, including the overall ease of travel in the City (80%) and traffic flow on major streets (62%); these measures tended to be similar to the national benchmarks. The only exception was the ease of travel by public transportation, which received positive ratings from about one in five participants and was lower than ratings seen in comparison communities. About two-thirds of respondents or more positively rated the overall built environment, housing options, the quality of new development and public places where people like to spend time. Residents' evaluations of the quality of new development and housing options were higher in McKinney than in benchmark communities. About four in five respondents positively rated the overall economic health of McKinney and the vibrancy of the downtown/commercial area (which were both higher than the benchmark) and about 7 in 10 gave favorable marks to the quality of business and service establishments, the



City as a place to visit and McKinney as a place to work. Within Recreation and Wellness, about 7 in 10 respondents or more positively rated overall health and wellness opportunities, the availability of affordability quality food, recreational opportunities and fitness opportunities. Furthermore, ratings for the availability of affordable quality mental health care, health care and preventive health services were higher in McKinney than in other communities across the country. Ratings within Education and Enrichment also tended to be strong: adult educational opportunities, K-12 education and the availability of affordable quality child care/preschool were all higher than the national benchmark comparisons.



The National Citizen Survey™

Figure 1: Aspects of Community Characteristics

ercent rating positively	, SAFETY	
e.g., excellent/good,	Overall feeling of safety	93%
ery/somewhat safe)	Safe in neighborhood	96
	Safe downtown/commercial area	96
	MOBILITY	
mparison to national	Overall ease of travel	80%
nchmark	Paths and walking trails	65%
LP also a	Ease of walking	63%
Higher	Travel by bicycle	51%
Similar	Travel by public transportation	19%
Simila	Travel by car	80%
Lower	Public parking	50%
Lower	Traffic flow	62%
	NATURAL ENVIRONMENT	
	Overall natural environment	81%
	Cleanliness	85%
	Air quality	84%
	BUILT ENVIRONMENT	
	Overall built environment	66%
	New development in McKinney	77%
	Affordable quality housing	54%
	Housing options	70%
	Public places	72%
	ECONOMY	
	Overall economic health	80%
V	ibrant downtown/commercial area [–]	82%
	Business and services	75%
	Cost of living	58%
	Shopping opportunities	61%
	Employment opportunities	50%
	Place to visit	70%
	Place to work	70%
	RECREATION AND WELLNESS	
	Health and wellness	83%
	Mental health care	67%
	Preventive health services	79%
	Health care	79%
	Food	73%
	Recreational opportunities	74%
	Fitness opportunities	73%
	EDUCATION AND ENRICHMENT	
Educa	ation and enrichment opportunities	79%
	us or spiritual events and activities	84%
. tongio	Cultural/arts/music activities	55%
	Adult education	72%
	K-12 education	86%
	Child care/preschool	66%
	Social events and activities	65%
	Neighborliness	65%
	Openness and acceptance	71% 73%
()nnortunities to	I DALLE MALE IN CONTINUES MATTERS	/ 1%

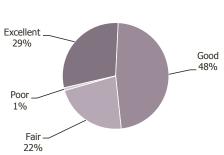
Governance

How well does the advernment of McKinney meet the needs and expectations of its residents?

The overall quality of the services provided by McKinney as well as the manner in which these services are provided are a key component of how residents rate their quality of life. About three-quarter of survey participants gave excellent or good ratings to the overall quality of services provided by the City; in comparison, about 4 in 10 positively rated services provided by the Federal Government. Both of these measures were similar to the national benchmark comparisons.

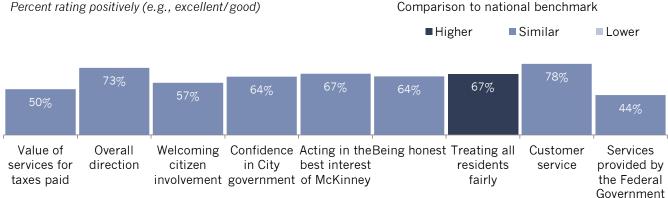
Survey respondents also rated various aspects of McKinney's leadership and governance. Ratings for aspects of the City's leadership and governance tended to be similar to ratings seen in comparison communities: the only exception was the job the City does at treating all residents fairly, which was positively rated by about two-thirds of respondents and was higher than the national benchmark. About three-quarters of participants awarded high marks to the overall customer service provided by City employees and the overall direction McKinney is taking. All other aspects of McKinney's governance received excellent or good ratings from about half of respondents or more.

Respondents evaluated over 30 individual services and amenities available in McKinney. All McKinney services and amenities were given excellent or good ratings by a majority of respondents and were either similar to or higher than the national benchmark. All Safety-related services were positively rated by about 7 in 10 residents or more, and residents' evaluations of crime prevention and animal control were higher than ratings seen in comparison communities. Within the facet of Mobility, both street repair and traffic enforcement received strong



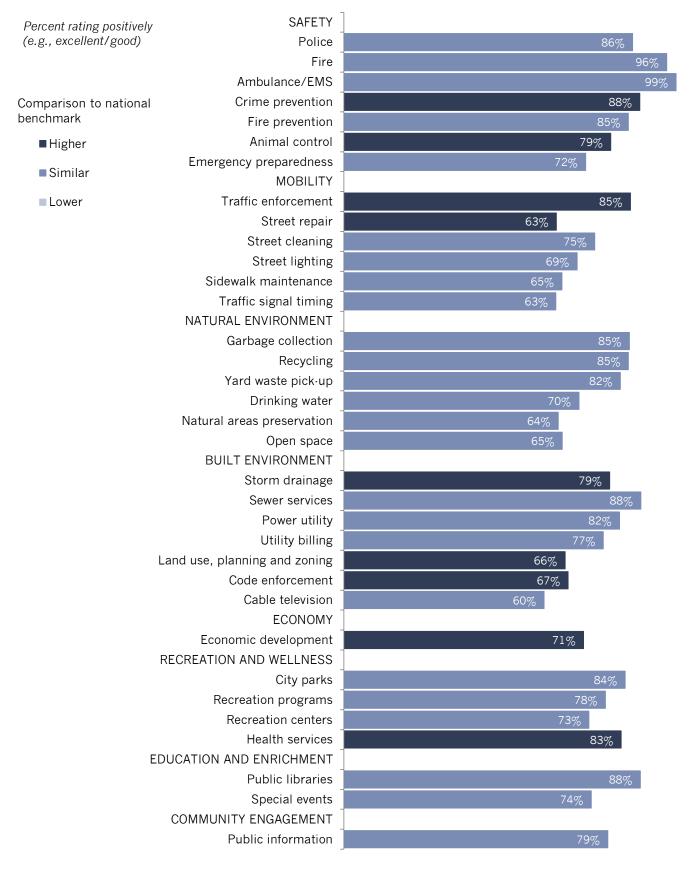
Overall Quality of City Services

ratings that were higher than the national comparisons. McKinney residents also tended to give high marks to aspects of Built Environment: about four in five respondents favorably rated sewer services and the power utility, and ratings for storm drainage, land use planning and zoning and code enforcement were higher the benchmark. Economic development received positive ratings from about 7 in 10 respondents, which was higher than ratings seen in other communities across the nation. Services and amenities in Recreation and Wellness, Education and Enrichment and Community Engagement received positive ratings from about 7 in 10 participants or more. and ratings for health services were higher than the benchmark.



Comparison to national benchmark

Figure 2: Aspects of Governance

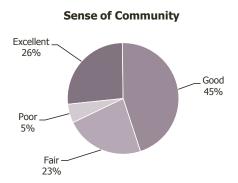


Participation

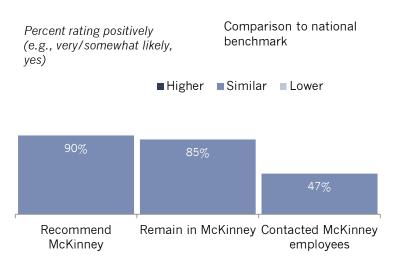
Are the residents of McKinney connected to the community and each other?

An engaged community harnesses its most valuable resource, its residents. The connections and trust among residents, government, businesses and other organizations help to create a sense of community, a shared sense of membership, belonging and history. Around 7 in 10 respondents gave high marks to the sense of community in McKinney, which was similar to ratings seen in other communities across the country. About 9 in 10 respondents said they would recommend living in McKinney to someone who asked, and 85% planned to remain living in the community for the coming five years. More than 4 in 10 respondents had contacted a City of McKinney employee in the 12 months prior to the survey, a rate that was similar to those seen in comparison communities.

The survey included over 30 activities and behaviors for which respondents indicated how often they participated in or performed each, if at all. Residents' reported levels of Participation were generally similar to rates seen in other communities nationwide. The only exceptions were the proportion of respondents who had participated in religious or spiritual activities in the 12 months prior to the survey, and the percent of residents who thought that the economy would have a positive impact on their income in the coming six months; these levels were higher than the national benchmark comparisons. Within Safety, around 9 in 10 were not the victim of a crime and about four in five respondents had not reported a crime in the 12 months prior the survey. A vast majority of residents reported making efforts to conserve water and recycle at home. Additionally, about 6 in 10 or more did not observe a code violation and were not under housing cost stress in the past year. Almost all survey participants (98%) had purchased good or services in the City limits, and a higher proportion of McKinney residents (53%)



were optimistic that the economy would have a positive impact on their income in the coming six months than residents in other communities. Within Recreation and Wellness, around four in five respondents or more had visited a City park, ate five portions of fruits or vegetables per day and participated in moderate or vigorous physical activity. About 6 in 10 participants reported using McKinney public libraries, and a similar proportion had participated in religious or spiritual activities (a rate that was higher than the benchmark). Within Community Engagement, about 9 in 10 residents had talked to or visited with neighbors and read or watched local news, and about four in five had done a favor for a neighbor, and voted in local elections.



The National Citizen Survey™

91%

83%

Figure 3: Aspects of Participation

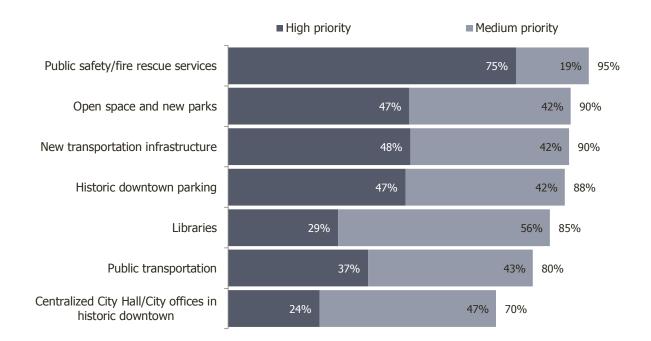
5			
Percent rating positively	SAFETY		
(e.g., yes, more than once a month,	Stocked supplies for an emergency	30%	
always/sometimes)	Did NOT report a crime		
	Was NOT the victim of a crime		
Comparison to national benchmark	MOBILITY		
	Carpooled instead of driving alone	42%	
■ Higher	Walked or biked instead of driving	499	70
Similar	NATURAL ENVIRONMENT		
Lower	Conserved water		
EGWCI	Made home more energy efficient		7
	Recycled at home		
	BUILT ENVIRONMENT		
	Did NOT observe a code violation		60%
	NOT under housing cost stress		7
	ECONOMY		
Pure	chased goods or services in McKinney		
Econom	y will have positive impact on income	5	53%
	Work in McKinney	42%	
	RECREATION AND WELLNESS		
	Used McKinney recreation centers		55%
	Visited a City park		
ŀ	Ate 5 portions of fruits and vegetables		
Participated in I	moderate or vigorous physical activity		
	In very good to excellent health		64%
	EDUCATION AND ENRICHMENT		
	Used McKinney public libraries		62%
Particip	pated in religious or spiritual activities		58%
	Attended a City-sponsored event		56%
	COMMUNITY ENGAGEMENT		
Campai	gned for an issue, cause or candidate	24%	
	Contacted McKinney elected officials	12%	
	Volunteered	40%	
	Participated in a club	25%	
	Talked to or visited with neighbors		
	Done a favor for a neighbor		
	Attended a local public meeting	17%	
	Watched a local public meeting	18%	
	Read or watched local news		
	Voted in local elections		
	-		

Special Topics

The City of McKinney included five questions of special interest on The NCS. The first special interest question asked participants to rate various City priorities. About 9 in 10 respondents indicated that public safety and fire rescue services, open space and new parks and new transportation infrastructure should be high or medium priorities for the City. All other issues were seen as at least a medium priority by around 7 in 10 respondents or more.

Figure 4: Priorities for the City

How much of a priority, if at all, should it be for the City of McKinney to address each of the following?



The National Citizen Survey™

The next question asked respondents about sources of information about the City and its activities, events and services. Almost all respondents indicated that the City website was a major or minor source of information, and 7 in 10 said that the City electronic newsletter, word-of-mouth and City communications via social media were sources of information.

Figure 5: City Information Sources

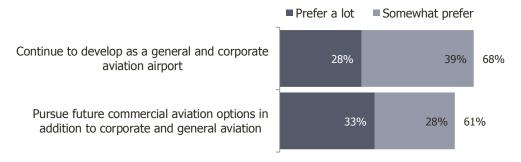
Please indicate how much of a source, if at all, you consider each of the following to be for obtaining information about the City government and its activities, events and services.

	■ Major sou	rce Minor sour	rce	■ Not a source	
City website (www.mckinneytexas.org)	80%			16%	4%
Word-of-mouth	36%	41%		24%	
City electronic newsletter	29%	44%		27%	
City communications via social media (Facebook, Twitter, Youtube, Nextdoor)	34%	35%		30%	
Water bill inserts	22%	44%		34%	
Homeowner's Association communications	31%	34%		35%	
City online annual report	20%	44%	36%		
Local newspapers	21%	41%	38%		
City Council meetings and other public meetings (in person or watching on TV or online)	19%	41%	40%		
Talking with City officials	25%	33%		42%	

Respondents were next asked about potential development options for the McKinney National Airport. Around 7 in 10 residents indicated that they would somewhat prefer or prefer a lot if the City continued to develop as a general and corporate aviation airport, and slightly fewer (61%) would prefer if the City pursued future commercial aviation options in addition to corporate and general aviation.

Figure 6: McKinney National Airport Preferences

The City is considering development options for the McKinney National Airport. Please indicate your level of preference for each of the following approaches:

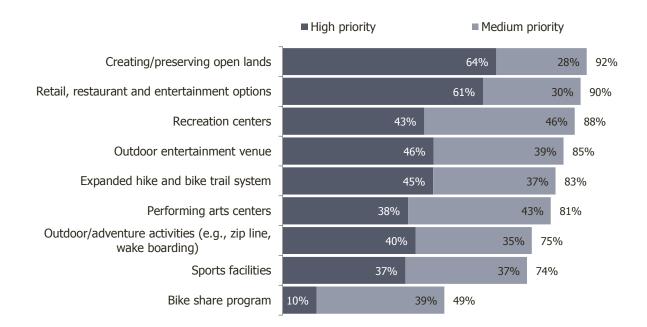


The National Citizen Survey™

The fourth special interest question asked residents how much of a priority various amenities were to improving the overall quality of life in McKinney. About 9 in 10 respondents said that creating/preserving open lands and retail, restaurant and entertainment options were high or medium priorities for improving the quality of life in the City. Most other amenities were said to be at least a medium priority for improving quality of life by about 7 in 10 respondents or more; the only exception was the bike share program, which was seen as a high or medium priority by about half of residents.

Figure 7: Priorities for Improving Quality of Life

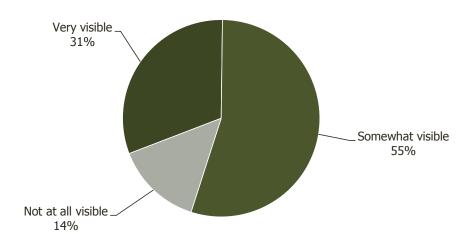
Please indicate how much of a priority, if at all, each of the following amenities are to you for improving the quality of life in McKinney.



The final McKinney-specific question asked respondents about the visibility of the police department throughout the City. A vast majority of residents (86%) indicated that the Police Department was somewhat or very visible.

Figure 8: McKinney Police Visibility

How visible is the McKinney Police Department in your neighborhood and throughout the City (marked cars, foot, bike or mounted patrols)?



Conclusions

McKinney residents enjoy a high quality of life.

A vast majority of residents gave positive marks to the overall quality of life in McKinney and to the City as a place to live; these ratings were strong and similar to those seen in comparison communities. About 7 in 10 or more respondents also favorably rated aspects that enhance quality of life, such as the City as a place to retire, the overall appearance of the City and their neighborhoods as places to live. Residents' ratings of the overall image and reputation of the City and McKinney as a place to raise children were higher than evaluations of these measures in other communities across the country. Additionally, about four in five respondents or more would recommend living in McKinney to someone who asked and planned to remain in the City for the coming five years; both of these rates were similar to the national comparisons.

Safety is a top community priority.

About 9 in 10 respondents indicated that Safety should be a top priority for the McKinney community in the coming two years. Measures related to Safety tended to be rated positively and received ratings that were similar to ratings seen in other communities. About 9 in 10 residents gave excellent or good ratings to the overall feeling of Safety in McKinney, and a similar proportion indicated that they felt safe in McKinney's downtown/commercial area and in their neighborhoods. Ratings for Safety services also tended to be strong: more than 9 in 10 respondents gave excellent or good ratings to fire and ambulance or emergency medical services, and ratings for crime prevention and animal control services were higher in McKinney than in other jurisdictions across the nation. When asked about the visibility of the McKinney police department, more than four in five respondents indicated that the police were somewhat or very visible in their neighborhoods and throughout the City. Additionally, almost all residents (95%) indicated that public safety and fire rescue services should be a high or medium priority for the City of McKinney to address.

The Economy is an important and positive feature of McKinney,

Respondents also indicated that Economy would be an important focus area for the community over the next two years, and residents' ratings for measures of Economy were similar to or higher than the national benchmark across Community Characteristics, Governance and Participation. The overall economic health of McKinney, the vibrancy of the City's downtown/commercial area and employment opportunities all received ratings that were higher than those seen in other communities in the nation. About 7 in 10 respondents positively rated the overall quality of business and service establishments in the City, McKinney as a place to visit and to work and the City's economic development (a rating which was higher in McKinney than in other communities). Additionally, almost all residents reported purchasing good or services in the City limits in the 12 months prior to the survey, and a higher proportion of McKinney residents were optimistic that the economy would have a positive impact on their income in the coming months than the proportion seen in comparison communities.