

McKinney Community Development Corporation Agenda

Thursday, November 18, 2021

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.

WATCH THE BROADCAST LIVE

This meeting will be broadcast live on cable television and through the City's website. Members of the public who wish to watch this meeting may watch the live broadcast on:

Spectrum Channel 16; AT&T U-Verse Channel 99; and online at http://mckinney.legistar.com.

INVOCATION

PLEDGE OF ALLEGIANCE

CALL TO ORDER

PUBLIC COMMENTS ON AGENDA ITEMS (For Non-Public Hearing Agenda Items)

If you wish to address the Board on a posted item on this agenda, please fill out a "Request to Speak" card and present it to the Clerk before the meeting. Pursuant to Section 551.007 of the Texas Government Code, any person wishing to address the Board for items listed as public hearings will be recognized when the public hearing is opened.

Speakers wishing to address the Board regarding any non-public hearing item on this agenda shall have a time limit of three (3) minutes per speaker, per agenda item. The Board Chair may reduce the speaker time limit uniformly to accommodate the number of speakers or improve meeting efficiency.

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.

21-1033	Minutes of the McKinney Community Development		
	Corporation Meet	ting of October 28, 2021.	
	Attachments:	<u>Minutes</u>	
21-1034		<u>cKinney Community Development</u> PS Subcommittee Meeting of October 26,	
	Attachments:	<u>Minutes</u>	
21-1035		<u>McKinney Community Development</u> PS Subcommittee Meeting of October 19,	
	Attachments:	<u>Minutes</u>	
21-1036		<u>cKinney Community Development</u> <u>PS Subcommittee Meeting of October 27,</u> <u>Minutes</u>	
REPORTS			
21-1037	McKinney Ma McKinney Par TUPPS Brewe	ney	
	Attachments:	Visit McKinney Report	
		MEDC Report	

21-1038 President's Report

Atte e bree e ste i	Cropt Funda Awardad
Attachments:	Grant Funds Awarded
	Social Media Metrics
	Grant Promotions
	Final Report SBG Sip & Stroll Halloween
	FINAL Summary Chart SBG Sip & Stroll All
	<u>EventsChart</u>
	Final Report SBG Wine & Music Festival

REGULAR AGENDA

21-1039	Update on the FY 2022 Marketing Plan.		
	Attachments: Presentation		
21-1040	Consider/Discuss/Act on an Amendment to Project #21-10 Submitted by McKinney Parks Foundation to Add a Trailer and Hitch to the Equipment Request and to Remove the Log Splitter as Requested in Original Application. Total Project Cost Will Reduce from \$15,599.98 to \$14,747.61. Attachments: Letter of Request		
	Attachments: Letter of Request Executed Agreement		
21-1041	<u>Consider/Discuss/Act on a Request from TUPPS Brewery,</u> <u>LLC, to Amend the Lease Agreement Executed Between</u> <u>McKinney Community Development Corporation (Landlord)</u> <u>and TUPPS Brewery, LLC (Tenant) to Extend the Date from</u> <u>November 30, 2021 to December 31, 2021 to Obtain the</u> <u>Required Landlord Approval of a Construction Contract and</u> <u>Guaranteed Maximum Price for Construction of the Project,</u> <u>Including All Identified and Specific Project Components to be</u> <u>Constructed at 402 E. Louisiana Street, McKinney, Texas.</u>		

PUBLIC COMMENTS REGARDING MATTERS NOT ON THE AGENDA

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:

E. Section 551.087. Deliberation Regarding Economic Development Matters

Project 20-09 TUPPS Brewery & Entertainment Destination Project Bluesky Project Handle

ACTION ON EXECUTIVE SESSION

ADJOURN

Posted in accordance with the Texas Government Code, Chapter 551, on the 12th day of November, 2021 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. 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.

21-1033



TITLE: Minutes of the McKinney Community Development Corporation Meeting of October 28, 2021.

SUPPORTING MATERIALS:

<u>Minutes</u>

MCKINNEY COMMUNITY DEVELOPMENT CORPORATION

OCTOBER 28, 2021

The McKinney Community Development Corporation met in regular session in the City Hall Council Chambers, 222 N. Tennessee Street, McKinney, Texas, on Thursday, October 28, 2021 at 8:00 a.m.

Board Members Present: Chairman Jackie Brewer, Vice Chairman Rick Glew, Secretary Mary Barnes-Tilley, Treasurer Angela Richardson-Woods, and Board Members David Kelly and Deborah Bradford.

Board Alternate Present: David Riche.

Ad Hoc Member Present: Joy Booth.

Absent: None

Council Members Present: Councilwoman Gere Feltus.

Staff Present: President Cindy Schneible, City Manager Paul Grimes, Director of Strategic Services Trevor Minyard, Financial Compliance Manager Chance Miller, Director of Parks and Recreation Michael Kowski, Main Street and MPAC Director Amy Rosenthal, Visit McKinney Sales Manager Rachel Tamez and MCDC Administrative and Marketing Coordinator Linda Jones.

There were several guests present.

Chairman Brewer called the meeting to order at 8:00 a.m. after determining that a quorum was present. She announced that today is National Chocolate Day, and there are chocolate candies for everyone. Today is also National First Responders Day. The word for today is respect. Ms. Brewer encouraged everyone to treat others with respect. Board member Deborah Bradford offered an invocation which was followed by the Pledge of Allegiance.

21-0955 Chairman Brewer administered the Oath of Office for New and Reappointed Board Members Mary Barnes-Tilley, David Kelly and Deborah Bradford, Board Alternate David Riche and Ad Hoc Member Joy Booth.

MCDC MINUTES OCTOBER 28, 2021 PAGE 2

21-0956 Chairman Brewer called for the election of MCDC officers, asking for nominations for Board Chair. Board member Kelly thanked Chairman Brewer for her service and leadership as MCDC's Board Chairman. He then nominated Angela Richardson-Woods for Board Chair, and there were no other nominations. Board members unanimously approved a motion by David Kelly for Angela Richardson-Woods to be elected Board Chair. Chair Richardson-Woods asked for nominations for Vice Chair. Rick Glew nominated Mary Barnes-Tilley, but she declined. David Kelly nominated Kathryn McGill, and there were no other nominations. Board members unanimously approved a motion by Board member Kelly to elect Kathryn McGill as Vice Chair. Chair Richardson-Woods asked for nominations for Secretary. Kathryn McGill nominated David Kelly, and there were no other nominations. Board members unanimously approved a motion by Vice Chair McGill to elect David Kelly as Board Secretary. Chair Richardson-Woods asked for nominations for Board Treasurer. Rick Glew nominated Mary Barnes-Tilley, and there were no other nominations. Board members unanimously approved a motion by Rick Glew to elect Mary Barnes-Tilley as Board Treasurer. Chair Richardson-Woods thanked all past officers for their leadership and service.

Chair Richardson-Woods called for public comments on items not related to public hearings, and there were none.

Chair Richardson-Woods called for a motion on the consent items. Board members unanimously approved a motion by Board member Brewer, seconded by Board member Bradford, to approve the following consent items:

- **21-0957** Minutes of the McKinney Community Development Corporation Marketing Committee Meeting of October 4, 2021.
- **21-0958** Minutes of the McKinney Community Development Corporation TUPPS Subcommittee Meeting of September 14, 2021.

- 21-0959 Minutes of the McKinney Community Development Corporation Retail
 Development Infrastructure Grant Subcommittee of September 13, 2021.
- **21-0960** Minutes of the McKinney Community Development Corporation Meeting of September 23, 2021.
- 21-0961 Chair Richardson-Woods called for the Financial Report. Financial Compliance Manager Chance Miller shared the September financials. Revenues for September were \$1.6 million with expenditures of \$772,000, mostly for projects and Parks construction. This resulted in a net increase for the month of just over \$700,000. Sales tax for September is for July sales and showed a 14.2% increase over 2000, bringing the year-to-date increase to about 13%. During the same time, Allen saw an increase of 16.1%, Frisco saw an increase of 36.9% and Plano saw an increase of 16.7%. Chair Richardson-Woods asked for questions on the Checks Issued report, and there were none.
- 21-0962 Chair Richardson-Woods called for Board and Liaison Reports.
 - <u>City of McKinney</u>. Director of Strategic Services Trevor Minyard shared that City Manager Paul Grimes was attending Bisnow event at the Sheraton McKinney Hotel. Mr. Minyard reported that redistricting efforts, made necessary by McKinney's explosive growth and the results of the 2020 census, are now underway. He announced that the State of the City event is November 4 and encouraged participation. Mr. Minyard added that the new City Hall is in the design phase and will be a cornerstone development on the east side of McKinney. He announced the cross-town rivalry between McKinney Boyd and McKinney High is this Friday. He asked for questions, and there were none.

<u>Visit McKinney</u>. Sales Manager Rachel Tamez reported that the Visit McKinney Board will be reviewing promotional grant applications from

Ovation Academy for Shakespeare in the Park, McKinney Philharmonic and Greater North Texas Youth Orchestra, Millhouse Foundation for the Arts Festivals (five events), 25 Revolutions for a full documentary about the 25th Texas Music Revolution and McKinney Restaurant Council for McKinney Rocks. Total requested is \$47,841, and total available for this cycle is \$15,000. Ms. Tamez announced that McKinney was recently recognized as a Convention South Reader's Choice winner, which puts McKinney in the top 415 meeting sites and destinations in the South. This is the sixth time McKinney has made the list. She reminded the Board that the NCAA D2 Championships will be in McKinney on December 18 and will be broadcast on ESPN-U. Surrounding events include Fan Fest on December 17 at TUPPS, and Tacos, Tequila and Cerveza December 17-19. All events be can found at facebook.com/d2mckinney. Additionally, the Drum Corps International (DCI) showcase will be coming to McKinney July 24-26, 2022. Events surrounding the DCI event include a drumline battle at TUPPS on July 25 and a camp and competition at MISD stadium on July 26. Ms. Tamez acknowledged the success of Día de los Muertos and McKinney Wine & Music Festival. She added that McKinney hosted the Ninety-Nines International for their South Conference at the Sheraton. Several of the woman aviators flew into the McKinney National Airport, and they shared positive comments about the airport. She reminded the Board that the free historic walking tours are continuing with the last two of the year on November 20 and December 18. Ms. Tamez asked for questions, and there were none.

<u>McKinney Economic Development Corporation</u>. President Schneible stated that MEDC staff is at the Bisnow event and directed the Board to their report attached to the agenda.

<u>McKinney Main Street/MPAC</u>. Director Amy Rosenthal expressed appreciation to Board members Brewer and Glew for their support and

leadership and congratulated the new officers on their elections. She shared that Oktoberfest was the most successful to date with over 67,000 in attendance. She announced upcoming MPAC events including a dance band on December 12, a bluegrass band on December 13, Texins Jazz on December 14, and an evening of inspirational jazz on December 20. She announced that the Christmas tree arrives on November 16. Home for the Holidays will include the lighting of the Christmas tree on November 26 followed by a Mosaix concert, Small Business Saturday on November 27, a Menorah lighting on November 30, and a 3e prayer gathering on December 2.

<u>McKinney Parks and Recreation</u>. Director Michael Kowski congratulated the new Board officers and shared appreciation for the leadership of Board members Brewer and Glew. He shared that they have received great comments about all of McKinney's recent events, reiterating that you do not have to leave McKinney to find something for everyone in the family. He thanked his team for all the behind-the-scenes work needed to make all these events happen. Mr. Kowski thanked the Board for supporting the McKinney Philharmonic Orchestra who performed at Towne Lake following Trick or Treat Trail. Mr. Kowski provided updates on some major Parks projects including:

- Fifth and final phase of renovation at Finch Park will begin soon and will include new splash pads, new playground equipment and more pickleball courts;
- Prestwyck Park near Coit and 380 will be open in about a month;
- Old Settler's Rec Center has new playground equipment, new pavilion and new sports court;
- Bathroom is being constructed at AI Ruschhaupt; and
- Ninja gym at Apex should be open by December.

Mr. Kowski added that there are many opportunities to volunteer at the parks. Dallas Off-Road Bike Association (DORBA) volunteers are providing ongoing support at Erwin Park improving trails. The Restore the Canopy project along Wilson Creek will be November 6, and volunteers and staff will plant 1,600 trees that day. Mr. Kowski shared that the Armed Services Memorial Board is hosting a Veterans Day service at 11:00 AM on November 6. Mr. Kowski announced that staff will be attending the Texas Recreation and Parks Society North Region Conference, where they will receive five awards for McKinney. This represents one-third of all awards that will be presented. Mr. Kowski invited the Board to participate in the Open Spaces and Trails tour on November 13 from 8:00 to noon. Board member Brewer reminded the Board that we will be doing our adopt-a-spot cleanup that same afternoon. Board member Brewer asked if the new Ninja course at Apex will be available for private party rental, and Mr. Kowski said they are working on a system to allow for signups. Secretary Kelly asked Mr. Kowski to notify MCDC when the Ninja course is complete and open. Ms. Brewer also expressed appreciation and thanks to the Parks maintenance team.

<u>TUPPS Brewery Destination Subcommittee</u>. Board member Kelly reported that the subcommittee continues to meet frequently including two meetings this week. Work continues on finalizing the GMP, and discussions continue to keep the community aspects of the project on the priority list.

<u>One Heart McKinney</u>. Board member Glew shared that planning meetings have continued weekly. Discussions and recommendations for the future are aligning with MCDC's original vision. To ensure that the vision matches community needs, they are conducting a survey of residents who would likely be served through a collaborative program. Chair Richardson-Woods thanked Board members for their many hours dedicated to this project.

- 21-0963 Chair Richardson-Woods called for the President's Report. President Schneible congratulated the new Board officers and thanked Board members Brewer and Glew for their leadership the last two years. She called attention to the reports attached to the agenda including the grants awarded in 2021 and the grant promotions report. She highlighted the final report from Heritage Guild for improvements to Dulaney House, Dulaney Cottage and Chapel at Chestnut Square. Ms. Schneible congratulated Jason Hernandez and all who worked on the Día de los Muertos event, adding that Mitchell Park was transformed for the day, and they successfully created an atmosphere of celebration. She added that Retail Coach reports showed 2,500 at the actual event and 23,000 in Downtown that Saturday. Ms. Schneible reminded the Board of three MCDC-funded events coming up - Home for the Holidays, Rotary Parade of Lights and NCAA D2 Championship. Ms. Schneible reminded the Board of two upcoming grant cycles. Promotional Grant applications will be accepted from November 1-30 with presentations to the Board in December, and Project Grant applications will be accepted December 1-31 with presentations in January. Ms. Schneible asked for questions and comments. Secretary Kelly and Board member Brewer added their congratulatory comments to Jason Hernandez, Beth Bentley and others who made the Día de los Muertos event so spectacular.
- 21-0964 Chair Richardson-Woods called for an update on Project 4B19-08, submitted by The North Texas Family Health Foundation for horizontal infrastructure costs related to construction of a federally qualified health center (Family Health Center on Virginia). Marketing and Outreach Consultant Valerie Lengel added compliments for the amazing Día de los Muertos celebration. She shared photos of the Family Health Center

on Virginia, adding that they are nearing their one-year mark since opening the new facility. The mission of the health center is to be a patient-centered medical home providing medical, dental, behavioral health and women's health in one location. They serve infants through seniors with respect and dignity. The health center serves the low income and underserved population in a place where they can feel safe and be proud. This facility opened during the pandemic and provides primary care services including wellness, dental and sick care. They saw 3,000 unique patients in 2019, 4,000 in 2020, 6,000 in 2021, and they will record more than 21,000 clinic visits by the end of 2021. The health center has been able to increase their mental health services through telemedicine. Most patients come to the health center in a time of medical crisis, but they hope to transition those patients to ongoing preventive care. The majority of patients are women between the ages of 25 and 45, and 90% come from McKinney and Collin County. Secretary Kelly asked about the drop-off of patients between newborn and age 2, and Ms. Lengel shared that it may be because they didn't have pediatric care prior to moving to this facility. Ms. Lengel stated that they do not turn away patients regardless of their ability to pay or their insurance status. The health center is able to provide health care to all because of its financial model which includes fully insured patients. In 2018, the health center was providing services from an 8,000 square foot facility. The new facility is 25,000 square feet. They currently have two pediatricians and will hire another within six months. Additionally, they have recently hired a Regional Site Director and a Patient Navigator. Most patient referrals come from the area ISDs, Region 10 Headstart Program, nonprofits like Lifepath Systems and One Heart McKinney, other health systems and area coalitions like McKinney Hunger Free Coalition and Senior Service Alliance. Ms. Lengel encouraged Board members to tour the facility if they haven't already, and she thanked the Board for their support. Chair Richardson-Woods asked if they provide transportation for patients. Ms. Lengel explained that they do not currently provide transportation, but they do provide vouchers for ondemand transportation services offered through the city. Those vouchers are being utilized. She added that many patients walk to the facility. They hope to implement transportation service at some point in the future. Chair Richardson-Woods also asked if they provide COVID vaccinations, and Ms. Lengel replied they do provide them by appointment. Board member Brewer asked if they find patients through community outreach efforts, and Ms. Lengel clarified that they promote their services through the organizations mentioned, adding that many of the patients who come from outside the county are referred to them because they are on Medicaid or CHIP. Additionally, patients will refer others. Chair Richardson-Woods encouraged promoting the fact that fully insured patients are welcome. Ms. Lengel added that the MCDC grant and other funds raised were for the facility itself, and they are proud to be selfsustaining because of their financial model. Board member Bradford expressed interest in scheduling a tour. Linda Jones indicated she will coordinate with Ms. Lengel. Secretary Kelly asked how they reach out to non-English speaking population. Ms. Lengel said that they have collateral in Spanish, and she is bilingual and presents information to those populations through the school districts. She added that they have translation services onsite for a number of languages. Vice Chair McGill asked how they reach the senior population, and Ms. Lengel said they work with the Senior Services Alliance, the Senior Rec Center and Towne Creek apartments which provide low-income residences for seniors. They also have an ad in the Senior Resource Guide. Ms. McGill suggested they consider promoting through Meals on Wheels as well. Board member Glew thanked the health center for its participation with the One Heart McKinney initiative, adding that collaboration with the health center is fundamental to the success of that concept. Treasurer Barnes-Tilley acknowledged the rise of mental health issues and shared appreciation that Collin College can refer students to the Family Health Center on Virginia. She added that the college may be able to partner with the health center by placing students as Spanish and deaf translators.

- 21-0965 Chair Richardson-Woods called for Training on Type B Corporate Requirements: Type B Permissible Projects and Related Issues. Attorney Jeff Moore, Attorney with Brown & Hofmeister, presented Type B corporate training which included:
 - required public notice and executed agreements prior to funding projects;
 - board make-up, appointment and terms of MCDC;
 - roles of MCDC and Council in funding approval process;
 - quorum definition, open meetings requirements, MCDC bylaws, and state reporting requirements;
 - permissible projects; and
 - definition of and guidelines surrounding primary job creation component of projects.

Chair Richardson-Woods called for Board comments. Board member Bradford thanked the Council for her appointment to the Board and expressed appreciation to President Schneible and Board members Brewer and Glew for their mentorship and leadership. Treasurer Barnes-Tilley offered congratulations to Joy Booth and David Riche on their appointments and to all the new Board officers. She thanked Board member Brewer for her thoughtful leadership and approach to conducting the meetings, and she thanked Board member Glew for thinking through questions to bring forward on various agenda items and projects. Secretary Kelly welcomed Board member Bradford to the dais and expressed appreciation for her full participation during her time as Board alternate. He welcomed Joy Booth and David Riche and congratulated the new officers. Vice Chair

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McGill stated that it is an amazing opportunity to serve with each member of this Board and recognized Board member Glew for his dedication and extra hours spent working with our partner organizations. She welcomed Joy Booth and David Riche and encouraged them to be fully engaged. She acknowledged Board member Brewer's tremendous leadership. Vice Chair McGill called attention to the flyer for Habitat's Santa's Kids holiday drive and encouraged everyone to participate by bringing items to the November Board meeting. Board member Glew thanked Board member Brewer for her professionalism, empathy, leadership and example. He thanked all Board members for their support. He welcomed Joy Booth and David Riche and encouraged them to be actively involved outside of these meetings. Board member Brewer thanked Joy Booth and David Riche for attending the meeting and encouraged them to use this time to learn as much as they can about MCDC and what the organization does. She thanked everyone for allowing her to lead for two years and expressed excitement to work with the new team of officers. She thanked Board member Glew for the support and many hours of work and participation outside of regular meetings. She thanked everyone for their participation in adopt-a-spot and the Love Life Foundation backpack drive. Ms. Brewer congratulated Chair Richardson-Woods and expressed her confidence in her leadership. Chair Richardson-Woods congratulated the Leadership McKinney Class of 2021. Ms. Richardson-Woods and Linda Jones both graduated from this class. She added her congratulations to Jason Hernandez, Beth Bentley and others for the success of the Día de los Muertos events. She also congratulated Joy Booth and David Riche for their new appointments and thanked them for their willingness and commitment to serve. She also congratulated members Barnes-Tilley, Bradford and Kelly for their reappointments. She thanked Board members Brewer and Glew for their dedication and leadership and servant example. She also thanked President Schneible and Linda Jones for their work with the Board. She also thanked the Council and City Manager Grimes for their leadership and allowing Board members to serve our community.

Chair Richardson-Woods called for public comments regarding matters not on the agenda, and there were none. Board member Glew congratulated Joy Booth for her Volunteer McKinney award.

Chair Richardson-Woods recessed the meeting into Executive Session at 9:30 a.m. in accordance with the Texas Government Code. Items to be discussed regarding personnel matters include the MCDC President's Performance Evaluation. Items to be discussed regarding economic development matters include Project Bluesky, Project Handle and Project 20-09 (TUPPS Brewery and Entertainment Destination).

Chair Richardson-Woods reconvened the meeting of McKinney Community Development Corporation back into regular session at 11:01 a.m.

Chair Richardson-Woods called for a motion to adjourn. Board members unanimously approved a motion by Secretary Kelly, seconded by Vice Chair McGill. Chair Richardson-Woods adjourned the meeting at 11:03 a.m.

A video recording of this meeting is available through the City of McKinney meeting archive.

These minutes approved by the MCDC members on:

ANGELA RICHARDSON-WOODS Chairman

DAVID KELLY Secretary

21-1034



TITLE: Minutes of the McKinney Community Development Corporation TUPPS Subcommittee Meeting of October 26, 2021.

SUPPORTING MATERIALS:

<u>Minutes</u>

McKinney Community Development Corporation TUPPS Project Subcommittee October 26, 2021

The McKinney Community Development Corporation TUPPS Project Subcommittee met at 5:00 p.m. on October 26, 2021 via Zoom.

MCDC board members: Vice Chairman Rick Glew and Board member David Kelly.

Staff present: MCDC President Cindy Schneible, Director of Strategic Services Trevor Minyard, Facilities Construction Manager Trish Jackson and MCDC Administrative and Marketing Coordinator Linda Jones.

Others present: Brenda Spinelli, MCDC's Owners Rep for TUPPS project.

The TUPPS subcommittee met with city staff to discuss the GMP process and possibility of moving the project forward without full CDs.

Brenda Spinelli shared that TUPPS hopes to request the Board's approval of GMP at the November meetings, prior to securing final CDs in December. Ms. Spinelli will be meeting with TUPPS and SpawGlass on Wednesday and wants to make sure she conveys the subcommittee's expectations appropriately.

Discussions centered around the following:

- Ambiguity of public space plans;
- Level of risk involved in a GMP approval prior to final CDs;
- Need to make decision on permittable, buildable plans;
- Project timeline;
- Financial/budget concerns and options.

Subcommittee will meet again tomorrow at 5:00 p.m. via Zoom for an update after the TUPPS project team meeting

Meeting was adjourned at approximately 6:30 p.m.

These minutes were approved by the MCDC Board on

ANGELA RICHARDSON-WOODS, CHAIR

DAVID KELLY, SECRETARY

21-1035



TITLE: Minutes from the McKinney Community Development Corporation TUPPS Subcommittee Meeting of October 19, 2021.

SUPPORTING MATERIALS:

<u>Minutes</u>

McKinney Community Development Corporation TUPPS Project Subcommittee October 19, 2021

The McKinney Community Development Corporation TUPPS Project Subcommittee met at 8:30 a.m. on October 19, 2021 via Zoom.

MCDC board members: Vice Chairman Rick Glew, Treasurer Angela Richardson-Woods and Board member David Kelly.

Staff present: MCDC President Cindy Schneible and MCDC Administrative and Marketing Coordinator Linda Jones.

Others present: Keith Lewis and Chase Lewis, both from TUPPS, and Zeb Young from SpawGlass.

The TUPPS team presented an updated schedule indicating goal for GMP is mid-November and final CDs at end of December. They are in a position to secure the site permit now.

The budget gap remains the same at \$3.9 million, and they are still waiting on numbers from some contractors. Original investors have committed to an additional \$1 million, and Keith Lewis is still pursuing potential additional funding sources.

Tentative date for next update is October 27 with Brenda Spinelli, TUPPS, SpawGlass and Matador regarding GMP.

Meeting was adjourned at approximately 10:35 a.m.

These minutes were approved by the MCDC Board on

ANGELA RICHARDSON-WOODS, CHAIR

DAVID KELLY, SECRETARY

21-1036



TITLE: Minutes of the McKinney Community Development Corporation TUPPS Subcommittee Meeting of October 27, 2021.

SUPPORTING MATERIALS:

<u>Minutes</u>

McKinney Community Development Corporation TUPPS Project Subcommittee October 27, 2021

The McKinney Community Development Corporation TUPPS Project Subcommittee met at 5:00 p.m. on October 27, 2021 via Zoom.

MCDC board members: Vice Chairman Rick Glew, Treasurer Angela Richardson-Woods and Board member David Kelly.

Staff present: MCDC President Cindy Schneible, Director of Strategic Services Trevor Minyard and MCDC Administrative and Marketing Coordinator Linda Jones.

Others present: Brenda Spinelli, MCDC's Owners Rep for TUPPS project; Keith Lewis and Chase Lewis, both of TUPPS; and Zeb Young and Ted Sena, both of SpawGlass.

Brenda Spinelli and members of the TUPPS and SpawGlass teams met earlier in the day to review the project costs and budget.

Discussions of this meeting centered around the following:

- Defining "must haves" for the public spaces;
- Project modifications;
- Budget status;
- Investment status; and
- Timeline for final GMP.

Conduit is on track to have final drawings by Friday, November 5.

Meeting was adjourned at approximately 6:20 p.m.

These minutes were approved by the MCDC Board on

ANGELA RICHARDSON-WOODS, CHAIR

DAVID KELLY, SECRETARY

21-1037



TITLE: Board and Liaison Reports

Board Chair

City of McKinney

Visit McKinney

McKinney Economic Development Corporation

McKinney Main Street/MPAC

McKinney Parks and Recreation

TUPPS Brewery Destination Subcommittee

One Heart McKinney Subcommittee

SUPPORTING MATERIALS:

Visit McKinney Report MEDC Report

m<u>e</u>Kinney

November 11, 2021

- TO: McKinney Economic Development Corporation McKinney Community Development Corporation
- FROM: Dee-dee Guerra

Visit McKinney October 2021

I. ASSOCIATION/CORPORATE/SMERF COMPLETED in October 2021: TTL Room nights: 334; TTL Revenue: \$38,159

Assoc./Corp. HOTEL ROOMS- TTL Room nights: 105; TTL Revenue: \$11,445

- Association: TTL Room nights: 0; TTL Rev.: \$ 0
- Corporate: TTL Room nights: 105; TTL Rev.: \$11,445
 - Globe Life-10/25-26/2: FH- 107-RNS-Sheraton: TTL room nights: 105; TTYL Rev. \$11,445
 - Emerson- Holiday Inn & Suites: TTL room nights: 0; TTYL Rev. \$ Cancelled

SMERF HOTEL ROOMS- TTL Room nights: 229; TTL Rev.: \$26,714

- Social-TTL Room nights: 107; TTL Rev.: \$13,349
 - 3 D Travel Co. 10/8-12/21- Grand-TTL Room nights: 36; TTL Rev.: \$ 5,184
 - Ninety Nines 10/15-17/21-SheratonTTL Room nights: 71; TTL Rev.: \$8,165
- Weddings-TTL Room nights: 122; TTL Rev.: \$14,057
 - Terebinski/Dunafan Wedding-10/15/21 Grand- TTL Room nights: 3; TTL Rev.: \$477
 - Bowman Wedding-10/16/21-Grand- TTL Room nights: 0; TTL Rev.: \$ 0
 - Angie Byrd Wedding-10/1/21-Hampton- TTL Room nights: 24; TTL Rev.: \$2,737
 - Willis/Pratt Wedding10/9-10/21- Hampton TTL Room nights: 0; TTL Rev.: \$ 0
 - Thompson/Mueller Wedding-10/3/21-HIE- TTL Room nights: 0; TTL Rev.: \$ 0
 - Rodriguez/Staber Wedding Hampton-TTL Room nights: 11; TTL Rev.: \$1,309
 - Terebinski/Dunafan Wedding Hampton-TTL Room nights: 47; TTL Rev.: \$4,515
 - Willis/Pratt Wedding10/9-10/21-Holiday Inn-TTL Room nights: 0; TTL Rev.: \$ 0
 - Thompson/Mueller Wedding-10/9-10/21-Sheraton-TTL Room nights: 24; TTL Rev.: \$2,856
 - Cargal/Stewart Wedding-10/9-10/21-Sheraton-TTL Room nights: 13; TTL Rev.: \$14,820
- Sports-TTL Room nights: 0; TTL Rev.: \$ 0
 - Solar Soccer-10/9-10/21-HIE- TTL Room nights: 0; TTL Rev.: \$ 0
 - Solar Soccer-10/16-17/21-HIE- TTL Room nights: 0; TTL Rev.: \$ 0
 - Solar Soccer-10/23-24/21-HIE- TTL Room nights: 0; TTL Rev.: \$ 0
 - McKinney Lacrosse Club/Turlaxin-10/16-17/21-Sheraton- TTL Room nights: 0; TTL Rev.: \$ 0

- McKinney Lacrosse Club/Turlaxin-10/23-24/21-Sheraton- TTL Room nights: 0; TTL Rev.: \$ 0
- McKinney Lacrosse Club/Turlaxin-10/30-31/21-Sheraton- TTL Room nights: 0; TTL Rev.: \$ 0
- McKinney Lacrosse Club/Turlaxin-10/16-17/21-SpringHill- TTL Room nights: 0; TTL Rev.: \$ 0
- McKinney Lacrosse Club/Turlaxin-10/23-24/21-SpringHill- TTL Room nights: 0; TTL Rev.: \$ 0
- McKinney Lacrosse Club/Turlaxin-10/30-31/21-SpringHill- TTL Room nights: 0; TTL Rev.: \$ 0

II. VISITORS: FYTD Total (October 2021): 633

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

- Out of State: 23
- Out of Country: 2
- Texas Residents: 19
- McKinney Residents: 6
- Register Total: 50
- Ticker Counter: 633

Top Five States requesting information:

- Texas
- Minnesota
- California
- New York
- Washington

III. RFP's: 24 (1-Association, 3-Corporate, 7-Weddings, 1-Social, 1- Military, 0-Gov't, -Education, 0-Religious, 11-Sports, 0-Fraternal)

DUE TO COVID19, a lot of Planners are sending out RFPs and holding selections until Fall.

Corporate: 3

- 1. Globe Life FHL 107RNS-10/25-26/21-Sheraton Attendees: 35: Room nights: 105
- Turks, International, Operations Conference Cvent RFP received on Monday, October 4, 2021. Dates of Event: May 7-13, 2022 / 500 attendees for total of 1,390 sleep rooms / Room Block of 10-10-50-50-430-430-50 under 1-roof / Meeting Space for 7-days / 4 Breakfast, 3 Lunches, 3 Dinners. 1 general session room for 500 (1,500 sf) / Additional 1,5000 sf for meals / 8 breakout rooms for 75 people. Based on meeting space requirements, not able to bid. LOST
- 3. Motorola Solutions Cvent RFP received on Wednesday, October 27, 2021. Dates of Event: January 24-26, 2022 / 125 attendees for a total of 170 sleep rooms / Room Block of 12-124-34 under 1-roof / Meeting space for 1-1/2 days, 1 breakout for 20-30 people / 1 Breakfast, 1 Lunch, 1 Dinner / Based on meeting space requirements, forwarded RFP to Sheraton. UPDATE: on Wednesday, October 27, 2021, the meeting planner 'canceled' the RFP with no explanation. LOST

Association: 1

 Toastmasters District 50 – 2021 event canceled due to pandemic. October 11, 2021, reached out to planner to see when McKinney might be able to host again. Alice advised she signed a contract today with the Sheraton! Event: April 29-30, 2022 / 80-85 attendees for total of 120 sleep rooms / Room block of 60-60 rooms under 1-roof / Meeting Space for 2-days / 1 Breakfast, 2 Lunches. 1 General session for 100 / 2-3 breakout rooms. WON

SMERF: 20

Social: 1

1. 3D Travel – October 8-12, 2021 – MPAC & Grand Hotel – 25 attendees – 30 room nights

Military/Government: 1

 Texas Historical Commission – November 30, 2021 – MPAC & Hotel TBD - # attendees unknown – 15 room nights

Education: 0

Religious: 0

Fraternal: 0

Weddings: 7

- Terebinski/Dunafan Wedding October 15, 2021 Magnolia Grace, Grand Hotel & Hampton Inn 100 attendees – 20 room nights
- Melnick/Kronewitter Wedding November 13, 2021 D'Vine Grace Sheraton 150 attendees 25 room nights
- Rogers/Lewendowski Wedding November 20, 2021 Grand Ivory, Sheraton & Hampton Inn 150 attendees – 40 room nights
- Rae/Macmullen Wedding December 10, 2021 Bingham House Sheraton & LaQuinta 100 attendees 15 room nights
- 5. Hayes/Allday Wedding January 8, 2022 D'Vine Grace Grand Hotel & Fairfield Inn 150 attendees 10 room nights
- 6. Bryant/Keeton Wedding March 6, 2022 Rustic Grace Hampton Inn 100 attendees 20 room nights
- 7. Hermosillo/Arias Wedding May 7, 2022 The Sanctuary Sheraton 95 attendees 10 room nights

Sports: 11

- 1. Solar Soccer October 9-10, 2021 Holiday Inn Express attendees unknown 5 room nights
- 2. Solar Soccer October 16-17, 2021 Holiday Inn Express attendees unknown 5 room nights
- 3. Solar Soccer October 23-24, 2021 Holiday Inn Express attendees unknown 5 room nights
- 4. Solar Soccer November 6-7, 2021 Holiday Inn Express attendees unknown 5 room nights
- 5. McKinney Soccer Association November 12-14, 2021 3000 attendees 20 room nights
- 6. Solar Soccer November 20-21, 2021 Holiday Inn Express attendees unknown 5 room nights
- 7. Solar Soccer December 5, 2021 Holiday Inn Express attendees unknown 5 room nights
- 8. Solar Soccer December 11-12, 2021 Holiday Inn Express attendees unknown 5 room nights
- 9. Solar Soccer March 26, 2022 Holiday Inn Express attendees unknown 5 room nights
- 10. Solar Soccer April 24, 2022 Holiday Inn Express attendees unknown 5 room nights
- 11. Solar Soccer April 20-May 1, 2022 Holiday Inn Express attendees unknown 5 room nights

Ongoing Leads: 29

SMERF: 29

Social: 2

- Troubadour Music Festival Old Celina Park Room Blocks at SpringHill Suites & Home2 November 6-7, 2021 – Attendance: 1500, Room Nights: 80
- 2. Sammons Reunion November 18, 2021 The Grand 7 room nights

Military/Government: 1

1. 2025 Texas Police Games – Citywide – June 2025 – Est. Attendance: 1100-1500, Room Nights: 140

Eduction: 0

Religious: 0

Fraternal: 1

1. Order of the Eastern Star – Nancy Hardy – March 25-26, 2022 – McKinney Masonic Lodge – Attendance: 40, Room Nights: 15

Weddings: 23

- 1. Chaddick Wedding November 4, 2021 Rehearsal Dinner Only
- 2. Michelle Brown (MOB) November 4, 2021 Magnolia Grace
- 3. Chris Adams (FOB) November 6, 2021 Stone Crest The Grand
- 4. Scalf/Salgado Wedding November 7, 2021 Avalon Legacy Ranch Hampton Inn & Holiday Inn Express 20 room nights
- 5. Rose Bustamante (MOB) November 12, 2021 The Springs
- 6. Wilson/Edwards Wedding November 12, 2021 The Springs– Holiday Inn, TownePlace Suites, Sheraton Est 20 rooms
- 7. Richardson/Webster Wedding November 27, 2021 Magnolia Grace
- 8. Kimberly Fulmer (Bride) January 2, 2022 Rosemary Barn The Grand Hotel 10 room nights
- 9. Chase Wedding January 21, 2022 Rustic Grace Fairfield Inn Est 10 Rooms
- 10. Jackson/Gonzales Wedding January 25, 2022 The Station Holiday Inn Express Est 10 rooms
- 11. Ahlgrimm Wedding January 29, 2022 Magnolia Grace
- 12. Johnson/Harland Wedding March 4, 2022 The Sanctuary Home2 Est 10 rooms
- 13. Ashley Torres March 22, 2022 Magnolia Grace
- 14. Blas Duran (Groom) April 2, 2022 Rustic Grace Fairfield Inn 10 room nights
- 15. Miller/Dooley Wedding April 23, 2022 River Road Chateau Hampton Inn Est 20 rooms
- 16. Sosa/Horsley Wedding May 5, 2022 D'Vine Grace The Grand Est 10 rooms
- 17. Lauren Walsh June 18, 2022 Magnolia Grace
- 18. Edel/Bouillion Wedding June 24, 2022 Stone Crest
- 19. Elizabeth Cantu July 11, 2022 Stone Crest
- 20. Renteria Wedding July 23, 2022 Rosemary Barn
- 21. Anderson/Diaz Wedding August 6, 2022 Rustic Grace
- 22. Pruitt Wedding October 1, 2022 The Springs The Grand Est 10 rooms
- 23. Melissa Eason (MOB) November 5, 2022 The Springs in Aubrey The Neathery

Sports: 2

- 1. NCAA Division II December 2021-2025
- 2. AT&T Byron Nelson May 2022-2025

Day Trips-0

Site Visit: 1

Association: 0

Corporate: 1

1. NCAA Team Leads (Don Newsome & Harvey Oaxaca) Sheraton & Marriott- Allen 10/21/21 SMERF: 0

IV. ADVERTISING/MARKETING/MEDIA

OCTOBER 2021 Events/Services/Meetings:

OCTOBER 2021 - ROBLY Email Stats		
Average Open Rate	35.55%	
Average Click-thru Rate	18.48%	
Total Audience	3,350	

Advertising/Marketing/Media

OCTOBER 2021 SUBMITTED: Photos, Text Written, Marketing Materials and Ads

- Texas State Travel Guide ad
- Tour Texas Road Trips newsletter materials
- Bus Tours Mag. Nov./Dec. issue print 350-word editorial/photo and ad for Jan/Feb issue
- TourTexas.com content/photos/new logo
- State Point Media 125-word free story/photo
- Blog about Murals in McKinney
- Día de Los Muertos QR codes for signage and took photos to post on social media
- Press release about the formal website launch
- Facebook Live launch plan and actual launch on 10/29/21

SOCIAL MEDIA STATS

FACEBOOK FY 21-22	New Likes	Lifetime Likes	Post Reach
OCT. 2021	139	13,383	22,044
TOTALS	139	N/A	22,044

INSTAGRAM 2021-22		
Lifetime 5,633		
Oct. 2021 94		
TOTAL 5,727		

YOUTUBE 2021-22				
Month Views Subscribers				
Historical #s	17,160	81		
OCT. 2021	148	1		
TOTAL	17,308	82		

Google Business Page – 2021-22				
Month	Page Views	Web visits		
Historical #	69,114	828		
OCT. 2021	2,777	34		
TOTAL 71,891 862				

WEBSITE DATA – OCTOBER 2021

Month	Sessions	Pageviews	Users
OCTOBER 2021	11,700	22,702	9,550
TOTAL	11,700	22,702	9,550

OCTOBER.2021	Users
Mobile	6,450
Desktop	2,922
Tablet	178
TOTAL	9,550

Top Countries - OCTOBER 2021				
Country Breakdown	Users	New Users	Sessions	
United States	9,282	9,108	11,436	
India	33	32	34	
China	30	30	30	
Ireland	21	21	21	
Canada	16	16	18	
United Kingdom	13	13	13	
Spain	11	11	11	
Philippines	11	10	12	
Sweden	11	11	11	
(Not set)	10	10	10	

Top States – OCTOBER 2021				
State Breakdown	Users	New Users	Sessions	
Texas	7,568	7,395	9,497	
California	257	255	283	
Virginia	130	130	132	
Kansas	120	120	122	
Oklahoma	106	100	125	
Florida	78	72	98	
New York	74	71	81	

North Carolina	69	68	73
Illinois	65	62	82
Not Set	54	52	56

Top Cities – OCTOBER 2021				
City Breakdown	Users	New Users	Sessions	
Dallas	2,265	2,058	2,590	
McKinney	2,169	1,998	2,838	
Plano	440	424	523	
Allen	360	331	440	
Frisco	352	338	404	
Houston	177	162	189	
Prosper	133	125	157	
Fort Worth	111	105	123	
Garland	104	98	117	
Little Elm	104	96	131	

BLOG VISITS - FY 21-22		
Month	Sessions	
OCT. 2021	1,055	
TOTAL 1,055		

Blogs (Top 5) for OCTOBER 2021:

- Fall Events in McKinney 430
- Patio Dining in McKinney 127
- McKinney fun place for dogs 58
- Heard-Craig Arts Guest Blog 35
- Active Senior Living 33

OCTOBER 2021 - TOP 10 W		
Page	Pageviews	Unique Pg. Views
Home page	3,181	2,546
Wine & Music Fest	2,184	1,929
5G Pumpkin Patch event	1,665	1,488
events	1,631	1,372
Things to do/shopping	609	531
Things to do	544	444
Halloween at Heard	522	477
Fall Events Blog	430	364
Visitors Guide	430	364
Restaurants	373	312

OCTOBER 2021: TOP REFERRAL PG		
Facebook	262	
siterecipe.com	63	
Instagram	47	
mckinneytexas.org	40	
flytki.com	28	
McKinneyTexas.org	47	
flytki.com	29	
simpleview.com	22	
baidu.com	22	
robly	18	
TOTAL	578	

OCTOBER 2021-KPIs & Groups	
KPIs	6
Turlaxin	6
Byron Nelson	9
koha USA	3
Chainbombers Disc Golf	1
Holidays Ideas Groups	5
Troubadour Music Fest.	1
TOTAL:	31

OCT.2021 - Landing Pgs./QR CODES	
Certified Dallas Map	2
Fall Tx Events Calendar	1
MPI Annual Directory	3
Muertos - Event Calendar	2
Muertos - Newsletter	13
Muertos - Places to stay	2
Muertos - Plan Your Visit	2
Rack Cards	12
Texas Highways Magazine	16
TOTAL	53

OCTOBER 2021 – MPG Page Views		
Main Page	80	
Venues by Capacity	176	
Request Info/RFP	26	
Venues/Videos	11	
Helpful resources	121	

Tour Options/Itineraries	264
Site visits	0
Vendors	9

OTHER STATS

CROWDRIFF – OCTOBER 2021			
Gallery	Interactions	Views	
Being Social	1	13	
History/Dwntn	77	23	
Home Gallery	24	652	
McK Dining	57	438	
McK Events	60	144	
Explore	100	255	
Weddings	48	102	
Shopping	23	147	
Chestnut Square	0	14	
McK Music	24	61	
Murals	21	29	
Dogs in McKinney	2	31	
Filming in McK	0	15	
Erwin	0	13	
Christmas	0	30	
Cadence Blog	0	9	
TOTAL	437	1,976	

VISIT WIDGET - OCTOBER.2021				
	Users	Sessions	Page Views	New Downloads
Widget	81	96	224	
Desktop	45	57	163	
Mobile	36	39	61	
Mobile APP	467	766	2,566	
App-iOS	410	704	2256	173
App-Android	57	62	310	23
TOTAL	548	862	2,790	196

Frisco, TX
Allen, TX
Chicago, IL
Plano, TX
Prosper, TX
Princeton, TX
Austin, TX

TourTexas.com 2021-22						
Month	McKinney Page	Things to Do	Events	Attractions	Native Texan	
OCT. 2021	398	345	269	3,343	375	
TOTAL	398	345	269	3,343	375	

FREE PUBLICITY:

FY 21-22	Budgeted Amount
Adv. &	
Promo TTL	\$195,023

OCTOBER 2021 - Free/Earned Media Coverage for Visit McKinney							
Publication/ station	Article/Topic	Print	Web/Broadcast Value	PR Value	Impressions /Reach		
McKinney Online	Website Launch	\$0	\$200	\$600	25,000		
Sports Destination Mgmt.	Cadence Cyclery	\$1,100	\$500	\$4,800	27,500		
Small Market Meetings	Article about McKinney (3 pgs.)	\$7,860	\$1,000	\$26,580	20,000		
Bubblelife News	Mural Blog	\$0	\$900	\$2,700	120,000		
TOTALS		\$8,960	\$2,600	\$34,680	192,500		
FY 21-22 Running Totals		\$8,960	\$2,600	\$34,680	192,500		

<mark>V. LOST BUSINESS</mark>

LOST BUSINESS: 2 Corporate, 7 Association Groups; Lost Revenue: \$16,242,143

CORPORATE:

Dates	Group	Venue/Notes	Total Room Nights	Attendance	Lost Business Revenue \$
May 2022	Turk International, Operations Conference	Sheraton, Too Large	1,390	500	\$350,000
January 2022	Motorola Solutions, West Region Business Meeting	Sheraton	170	120	\$3,343
Total			1,560	620	\$353,343

SMERF & SPORTS: (Social/Weddings, Military/Gov't, Education, Religious, Fraternal)

Dates	Group	Venue/Notes	Total Room Nights	Attendance	Lost Business Revenue \$
Total			0	0	0

ASSOCIATION:

Dates	Group	Venue/Notes	Total Room	Attendance	Lost Business
			Nights		Revenue \$
March 2025	Society for Cinema & Media Studies, Annual Conference	Sheraton, Too Large	8,000	2,000	\$1,610,000
March 2026	National Council for History Education, Annual Conference	Sheraton, Too Large	1,400	700	\$340,000
April 2024	American Association of Geographers, Annual Meeting	Sheraton, Too Large	28,000	7,000	\$5,560,000
June 2025	American Anthropological Association, Annual Meeting	Sheraton, Too Large	13,000	6,500	\$2,590,000
July 2024	Botanical Society of American, Botany Conference	Sheraton, Too Large	2,400	600	\$536,000
April 2026	Society for American Archeology, Annual Meeting	Sheraton, Too Large	15,000	5,000	\$3,620,000
June 2024	National Fire Protection Association, Biennial Conference & Expo	Sheraton, Too Large	7,200	2,400	\$1,632,800
Total			75,000	24,200	\$15,888,800

These numbers are approximate and based on average usage/rates for the past 3 years of meeting history These numbers may change considerably due to COVID19. There is no guarantee this business would be awarded to McKinney. This report only reflects business McKinney cannot currently bid on due to lack of space and/or lack of attractions.

ORGANIZATIONAL REPORT 2021 - November



McKinney Economic Development Corporation

MEDC Board,

This month is a month of goodbyes. We are saying farewell Patrick Cloutier from our Board of Directors as he seeks to fill the vacant City Council seat by Councilman Fredrick Frazier. Thank you, Patrick, for your leadership and service to the MEDC. We also said farewell to our Senior Vice President, Danny Chavez. Danny is taking a new position with the Charlotte Business Alliance, and we thank him for his contributions to the MEDC and wish him well on his new endeavor.

We are entering into the final stretch of the 2021 year. We have seen another record year of investment and project activity. We currently have over \$2 Billion of investment opportunity in our project pipeline and several large projects nearing the finish line. I expect an even stronger year to come.

Peter

Organizational Updates

 Staff continues to work with the McKinney Community Development Corporation (MCDC) and McKinney Chamber for the potential M-Partners office lease collaboration at the new Kaizen Office Building at District 121. MEDC/MCDC is waiting for Chamber's response before moving forward to the Master Lease Agreement with Kaizen.

Organizational Activity Report (October /2021)

- *Total Leads: 15
- Qualified Leads: 7
- RFPs received: 11
- RFPs responded to: 4
- Total Pipeline Projects: 21
- New Pipeline Projects: 0

*Leads include RFPs, RFIs, and direct inquiries from site selectors, brokers, company representatives, etc.

Business Updates

Innovation fund recipient ShearShare was one of the seven start-ups to take home a \$500,000 prize from New York accelerator 43North's pitch competition. The new funding brings ShearShare's total to around \$4 million. Congratulations to Courtney Caldwell and Dr. Tye Caldwell.

https://www.bizjournals.com/dallas/inno/stories/news/2021/11/01/october-dfw-tech-fundingroundup.html

 Staff collaborated with Collin College in the college's endeavor to obtain Build Back Better Regional Challenge (BBBRC) funding as part of the North Texas Regional Coalition. A letter of support was provided indicating, that if the funds are awarded, we will utilize the EDA grant dollars to aid in recruitment efforts to attract technology-focused innovative companies, and to train or re-train the workforce of tomorrow. The aim is to support the evolving North Texas technology and automotive industry and create good-paying jobs for the future.

Technology & Infrastructure Update

• MEDC and City staff continue to partner in ways to make significant technology infrastructure investments in McKinney. The City of McKinney's broadband master planning efforts are wrapping up and we will continue to build off of that.

Business Intelligence

- Comparative Market Studies have been completed for 10 of the 21 markets we identified. This includes cost of living information, home prices, healthcare, etc.
- We've also started pulling down workforce data from the U.S. Census
 - McKinney has a large labor pool in the following industries
 - 1. Financial Services
 - 2. Information/Technology
 - 3. Business Services
 - 4. Leisure and Hospitality

This allows us to better market ourselves to target sectors and provides insight on where we can help bolster the workforce in McKinney.

Business Retention & Expansion (October 2021)

The BRE Partners met on October 22. The BRE Partners continue to partner in information sharing and collaboration as we plan and program opportunities for corporate engagement in 2022.

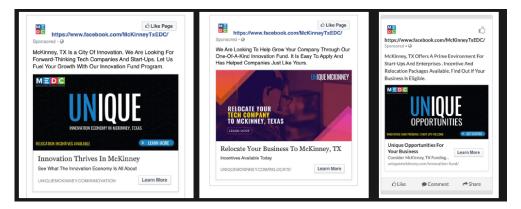
KVP celebrated one year in McKinney! Staff delivered a commemorative thank you gift to the KVP President, Ken Bowman.



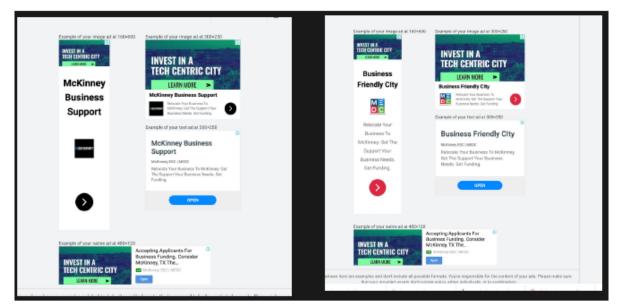
- BRE Visits: 2
- Annual BRE Total: 34
- BRE Partner Events: 0
- Virtual BRE Calls:

Marketing / Communications (October /2021)

- Marketing Trips:
 - o IEDC Annual Conference, October 2-4, Peter Tokar and Danny Chavez attended
 - o Connect X, October 4-7, Michael DePaola attended
 - o CRETECH New York, October 13-14, Danny Chavez attended
- Marketing / Networking Events Attended
 - Hack DFW with the Dallas Regional Chamber, October 1-3, Madison Clark, Michael DePaola, and Miguel Esparza attended
 - NTCAR: Hall of Fame (MEDC Table Sponsor), October 6, Abby Liu, Danny Chavez, and Miguel Esparza attended
 - TEDC Annual Conference, October 12-15, Abby Liu, Madison Clark, and Miguel Esparza attended
 - o 2021 Best of Quarterly Chamber Luncheon, October 19, staff attended
 - o BISNOW: 121 Corridor (MEDC Raw Space Sponsor), October 28, staff attended
 - o CEO Breakfast Series: David Books, October 29, Staff attended
- Ongoing Projects:
 - McKinney Economic Development Corporation's American Economic Development Organization (AEDO) Application was submitted to International Economic Development Council (IEDC) on July 8. The next step is the feedback from AEDO Review Team and the Site Visit to McKinney. The AEDO accreditation process is generally two to three years.
- Awards
 - The McKinney Economic Development Corporation was one of the recipients for the 2021 NTX Inno Fire Awards for Community Support. The MEDC has attracted nearly 20 start-ups to relocate or expand to the city through its Innovation Fund grants.
- Community Forums
 - Madison Clark spoke to the Rotary Club and provided an update on activity in McKinney and MEDC goals and initiatives on October 8.
- Click Ad Campaigns
 - Hack DFW October 1-3
 - Markets advertised in: DFW; Ann Arbor, Michigan; Palo Alto, California; and Austin, Texas



- o Connect X October 4-7
 - Markets advertised in: Orlando, Florida



Stats for the campaigns are combined



www.uniquemckinney.com

Committee Meetings

- Finance Committee Meeting met on October 13, 2021
 - Lease/Sublease of a portion of Lot 4, Block A, District 121 Addition, City of McKinney, Texas
 - o Project Terra
- Innovation Fund Committee
 - o Project Papaya
 - o Project Viceroy
 - o Project Ferrari
 - o Project Guard Rails

Upcoming Trade Shows and Missions

- Smart Cities Barcelona, November 15-19, Mike DePaola to attend
- Consultant Forum 29, December 6-8, Madison Clark to attend
- Economix: December 5-8, Peter Tokar to attend
- Consultant Connect Scottsdale, March 17-18, Peter Tokar to attend
- EMerge Ft Lauderdale, April 18-19, Peter Tokar to attend
- Consultant Connect New Orleans, April 28-29, Madison Clark to attend
- Consultant Connect Chicago, June 23-24 Peter Tokar to attend
- Consultant Connect New York, July 21-22, Peter Tokar to attend
- Economix Columbus Ohio, Dec 5-8, Peter Tokar to attend

Upcoming Events

- 2022 Strategic Planning Session, November 30
- Monthly Realtor Networking Breakfast, December 2
- MEDC Holiday Party, December 15
- Chamber Community Awards, February 25

MEDC IN THE NEWS: This new section is dedicated to showcasing all the positive press that the MEDC and MEDC Staff have generated on various media outlets and platforms.

Articles:
 <u>"Meet the 2021 NTX Inno Fire Award winners setting the ecosystem ablaze"</u> The Business
 Journals, October 1
 <u>"Exponential growth, investment, and planning for the future were key themes at the REDnews
 <u>Collin County CRE Summit"</u> ReJournals, October 14
</u>

21-1038



TITLE: President's Report

SUPPORTING MATERIALS:

Grant Funds Awarded Social Media Metrics Grant Promotions Final Report -- SBG Sip & Stroll Halloween FINAL Summary Chart -- SBG Sip & Stroll All EventsChart Final Report -- SBG Wine & Music Festival

McKinney Community Development Corporation Grants and Transfers - FY 22

Category	Grant/Transfer		Amount
Promotional & Community Events	MCDC Discretionary Promotional	\$	200,000.00
	Balance	\$	200,000.00
Community Projects	MCDC Discretionary Community Projects	\$	1,749,025.00
	Balance	\$	1,749,025.00
	Datance	Ψ	1,743,023.00
Retail Development Infrastructure	MCDC Discretionary Retail Infrastructure	\$	120,000.00
	Balance	\$	120,000.00
Projects - Parks & Recreation	Project #21-17 - Funded from FY 22 Budget	\$	5,500,000.00
	Renovation of neighborhood parks	\$	(3,500,000.00)
	McKinney Greens Neighborhood Park	\$	(1,500,000.00)
	Hike and Bike Trails	\$	(500,000.00)
	Balance	\$	-
City of McKinney Administrative Fee		\$	175,000.00
	Balance	\$ \$	(175,000.00)
		\$	375,000.00
MPAC Operations			
MPAC Operations	Balance	\$ \$	(375,000.00)

Category	Grant/Transfer	Amount
Community/Economic Development/Partnership Projects	Funded from Fund Balance	\$ 22,628,239.00
	Balance	\$ 22,628,239.00

	MCDC FACEBOOK METRICS								
	Total Posts Original/Total	Followers	Engagements	Total Reach	Impressions				
Jan '20	20/22	2,586	205	8,654	11,697				
Feb ''20	31/27	2,602	246	13,126	13,291				
Mar '20	60/78	2,630	305	7,940	17,125				
Apr '20	46/38	2,658	169	8,410	17,984				
May '20	42/53	2,664	294	6,852	13,963				
June '20	68/76	2,669	203	8,501	16,900				
July '20	32/44	2,673	118	5,662	11,908				
Aug '20	25/32	2,689	84	4,400	9,862				
Sept '20	34/41	2,696	217	4,494	7,391				
Oct '20	39/47	2,714	341	16,265	19,788				
Nov '20	34/39	2,738	824	20,593	23,359				
Dec '20	34/41	2,750	823	5,478	8,892				
Jan '21	19/23	2,757	219	2,797	4,050				
Feb '21	19/25	2,763	189	7,904	9,501				
Mar '21	38/46	2,784	319	7,147	9,642				
Apr '21	42/48	2,818	1,306	6,752	10,219				
May '21	36/42	2,872	641	5,697	8,675				
June '21	32/38	2,875	787	5,634	7,953				
July '21	28/32	2,891	303	6,134	7,534				
Aug '21	20/22	2,983	246	4,936	6,096				
Sept '21	34/37	2,985	721	10,110	12,132				
Oct '21	29/29	2,991	586	6,227	9,014				

MCDC TWITTER METRICS							
	Followers	Total Tweets	Retweets	Engagements			
Jan '20	1,284	8	4	22			
Feb '20	1,301	12	13	37			
Mar '20	1,352	15	18	52			
Apr '20	1,375	16	15	37			
May '20	1,377	17	18	54			
June '20	1,416	26	16	40			
July '20	1,441	16	8	24			
Aug '20	1,456	12	7	18			
Sept '20	1,463	16	10	89			
Oct '20	1,463	16	6	146			
Nov '20	1,465	17	7	116			
Dec '20	1,472	11	3	79			
Jan '21	1,435	13	4	35			
Feb '21	1,448	12	2	53			
Mar '21	1,459	9	4	90			
Apr '21	1,463	20	2	51			
May '21	1,467	16	4	34			
June '21	1,473	13	3	97			
July '21	1,480	9	5	90			
Aug '21	1,485	6	1	40			
Sept '21	1,490	13	3	97			
Oct '21	1,491	8	2	51			

MCDC WEBSITE METRICS									
	Sessions	Pageviews	Users	Desktop Hits	Mobile Hits	Tablet Hits			
Jan '20	710	1,646	605	432	161	12			
Feb '20	561	1,453	464	352	100	12			
Mar '20	628	1,132	536	322	206	8			
May '20	962	798	1,596	457	308	3			
June '20	747	1,328	608	359	233	16			
July '20	505	1,002	432	274	150	8			
Aug '20	489	815	425	300	117	9			
Sept '20	631	1,114	556	410	135	11			
Oct '20	757	1,320	657	454	195	8			
Nov '20	552	1,172	460	345	132	5			
Dec '20	819	677	1,532	437	234	6			
Jan '21	636	1,377	521	403	117	1			
Feb '21	888	1,582	787	597	185	5			
Mar '21	1,073	2,265	903	607	277	19			
Apr '21	977	1,834	851	572	258				
May '21	1,025	1,655	909		133	5			
June '21	736	1,469	639		131	7			
July '21	484	413	992	271	133	9			
Aug '21	473	1,021	388	280	105	3			
Sept '21	477	1,151	390	279	108	3			
Oct '21	577	1,426	462	325	131	7			

Promotional and Community Event Grants -- FY 2021 Cycle I and II

Organization	Event	Event Date(s)	MCDC Social Media Promotion	City Social Media Promotion	Advertising Promotion	Other Promotion	At Event Promotion	Board/Staff Attendance
Heritage Guild	FY 21 Cycle I and II: Farmers Market Chestnut Square	I & II:Throughout Spring/Summer/Fall	10/15, 10/17, 10/20, 10/22, 10/23, 10/26, 10/29, 10/30, 10/31, 11/7, 11/13, 11/25, 11/28, 12/11, 12/18, 1/15, 2/3, 2/5, 2/6, 2/24, 3/5, 3/6, 4/2, 4/24, 5/28, 6/4, 6/5, 6/25, 7/1, 7/13, 7/23, 8/28, 9/10, 9/18, 9/24, 9/25, 10/15, 10/16, 10/23		CI - Jan 2021 CI - March 2021	MCDC Website City Calendar		J.Brewer R.Glew C.Schneible L.Jones
Heritage Guild	Ice Cream Crankoff	18-Jul-21	7/14, 7/17, 7/18					
Heritage Guild	FY21 Cycle I & II: Murder Mystery	Feb. 13, 2021	3/24, 3/13			MCDC Website City Calendar		
Heritage Guild	FY21 Cycle I & II: Educational Programs	ongoing	2/10, 2/25, 3/1, 4/7			MCDC Website City Calendar		
Heritage Guild	FY21 Cycle II: Ghostly Hauntings	18-Sep	9/12, 9/15, 9/17					
Heritage Guild	FY21 Cycle II: Holiday Tour of Homes	Dec 4-5, 2021	10/15					
Heritage Guild	FY Cycle II: Ghost Walk	Oct 29-30	9/30, 10/6, 10/12, 10/27					
SBG Hospitality	FY21 Cycle I: Sip & Stroll Series	Sips of Summer - Aug 7	St. Pat's 2/9, 2/15, 2/21, 3/6, 3/7, 3/9, 3/11 Craft Beer 6/3, 6/8, 6/17, 6/18 Margarita 6/12, 6/30, 7/7, 7/10 Sips of Summer 7/20, 7/25, 8/2 Halloween Walk & Dash 10/10, 10/29			MCDC Website City Calendar FB Event		C.Schneible A.Richardson-Woods M.Barnes-Tilley

SBG Hospitality	FY 21 Cycle II: Wine & Music Festival	Oct 16-17, 2021	9/30, 10/5, 10/8, 10/12, 10/15, 10/16			
Collin County History Museum	Then & Now	Feb 2019 - Dec 2021	1/15, 2/12, 2/18, 10/15		MCDC Website	L.Jones
McKinney Garden Club	FY21 Cycle I: Art Meets Floral	September 25-26	3/31, 9/15, 9/19, 9/22, 9/23, 9/24, 9/25		MCDC Website	
Main Street	General Downtown	Ongoing	Downtown -10/19, 10/22, 10/24, 11/7, 11/15, 11/19, 11/24, 11/25, 11/26, 11/28, 11/30, 12/2, 12/5, 12/7, 12/9, 12/10, 12/11, 12/17, 12/22, 1/10, 1/22, 2/3, 2/24, 3/9, 3/15, 3/18, 3/19, 3/20, 3/29, 4/2, 4/8, 4/10, 4/15, 4/20, 4/26, 4/27, 4/30, 5/10, 5/20, 5/27, 6/4, 6/29, 6/30, 7/2, 7/17, 7/18, 9/9, /10, 9/11, 10/12, 10/20	CI - March 2021		
Main Street	FY 21 Cycle I: Arts in Bloom	April 9-11, 2021	3/24, 3/25, 4/2, 4/9		MCDC Website City Website FB event	
Crape Myrtle Trails Foundation	Crape Myrtle Festival & Run	25-Sep-21				

Main Street	FY 21 Cycle II: Light Up Louisiana	Fall & Winter 2021	8/23, 9/8, 9/9, 9/10			
Main Street	FY 21 Cycle II: Oktoberfest	Sept 24-26, 2021	8/30, 9/10, 9/22, 9/26			
Main Street	FY 21 Cycle II: Home for the Holidays	Nov 26-28, 2021				
MISD Athletics	FY 21 Cycle II: NCAA D2 Championship Football Game	Dec 18 Game Dec 17Fan Fest Dec 16-18 Tacos Dec 17 Shopping/Lunch				
Rotary Foundation	FY 21 Cycle II: Parade of Lights	Dec 11, 2021 (backup: Dec 18)	11/1			
Legacy Keepers	FY 21 Cycle II: Dia de los Muertos		7/24, 9/28, 10/1, 10/9, 10/15, 10/16, 10/21			
McKinney Philharmonic Orchestra	FY 21 Cycle II	Sept 5 - Music in Motion Dec 3 - All Star Christmas Feb 5 - Chamber Mar 5 - Rimsky Kosakov Apr 2 - John Williams May 15 - Side by Side	10/6, 10/23			

Ovation Academy of Performing Arts	FY20 Cycle II and FY21 Cycle I: Performances	Fall/Winter 2020 Spring/Summer 2021	Into the Woods - 10/14, 10/23, 10/30 Carrie: 1/18, 1/22 Descendants: 3/18, 3/24, 3/27 Broadway: 4/12, 4/15 Romeo & Juliet: 4/27 Little Women: 4/20, 4/25, 4/29	Cl - Jan 2021 (Frozen & Carrie)	MCDC Website City Calendar	
St. Peter's Episcopal Church	2021 Empty Bowls	April 29	3/1, 3/15, 3/25, 3/28, 4/1, 4/8, 4/12, 4/19, 4/22, 4/26, 4/29, 5/17, 5/18	Cl - March 2021	MCDC Website City Calendar	A.Richardson-Woods D.Kelly D.Bradford R.Glew J.Brewer K.McGill C.Schneible
Parks Dept	Year Round Events & Parks News	Year Round	11/9, 11/10, 12/4, 12/6, 12/9, 132/10, 12/22, 12/24, 2/2, 2/4, 3/11, 3/15, 3/18, 3/19, 3/20, 3/29, 3/30, 4/8, 4/17, 4/24, 4/28, 5/17, 5/19, 5/27, 5/29, 5/31, 6/18, 6/29, 6/30, 7/2, 7/6, 7/9, 7/16, 7/18, 7/21, 7/24, 9/9, 10/3			
Juneteenth		19-Jur	6/9, 6/12, 6/14, 6/17, 6/18, 6/19		MCDC website City calendar	A.Woods D.Bradford R.Glew C.Schneible L.Jones





Downtown McKinney Spooktacular Beer Walk

Find Report







A GRANT WELL SPENT IN MCKINNEY, TX!

Thank you for supporting the Downtown McKinney Spooktacular Beer Walk with the advertising grant! The grant was put to excellent use and proved to be very effective in helping us promote the event!

The Halloween themed beer walk hosted 900 participants! The events drove traffic to McKinney and participants spent their dollars with our local downtown merchants!

The merchants were happy and very excited to see the big increase in foot traffic and sells! They can't wait for the upcoming 2022 walks!

The non-profit partner for the Halloween Beer Walk was Embrace and they received a donation of **\$1,500!** This brings our total nonprofit donation for the 2021 sip and stroll series (5 walks) to: **\$8,727!**

Participants had great things to say about the walks and many attended the entire series! Participants went to over 20 businesses in downtown McKinney for a cold beverage, participated in the costume contest, posed at the step and repeat and dined in Downtown! The series was a HUGE success and we know downtown shops are hopeful we will do it again in 2022! **And we would love to!**





ADVERTISING & MARKETING

We followed our advertising plan shared with MCDC in our presentation including:

- Digital advertising
 - PR assistance
- Social Media posting
 - Social Media Ads
- DFW Social Media Influencers
 - Event Flyers
- Upwork to create ads and graphic marketing materials for each event

(We only have **\$1,629.23** left towards our grant reimbursement for this event. Please see attached facebook receipts for this reimbursement!)







THANK YOU FOR SUPPORTING THE EVENT!

We were able to achieve our event goals for the Halloween Beer Walk and the entire 2021 Sip and Stroll Series *thanks to the support from MCDC!*

The grant supported our efforts to bring fun and business to McKinney, TX! We are proud of the Sip and Stroll Series and its success! We're also thankful that we were able to support so many local businesses that were positively impacted by the events!

We love the McKinney community and we love playing a small role in making it a FUN place to live, work and visit! Thank you for helping us achieve our mission of providing fun in the community while giving back.

Our receipts for **\$1,629.23** are attached! We look forward to the 2022 sip and stroll series in Downtown McKinney!

Thank you! SBG Hospitality





USA



















A GRANT WELL SPENT IN MCKINNEY, TX!

Thank you for supporting the McKinney Wine & Music Festival with the advertising grant! The grant was put to excellent use and proved to be very effective in helping us promote the event at our new venue!

The 5th annual festival took place over two days at Towne Lake Park and hosted 6,000 attendees! Participants included locals and visitors!

The event featured 30 local wineries, 14 bands on two stages, and 100 local shops and vendors!

Our non profit Partners were Love Life Foundation, The Warriors Keep, Treasured Vessels Foundation and Hugs Cafe. The event was able to donate a total of \$4,150 to these nonprofits!

It was a great day in McKinney for local businesses, residents and visitors!

Click <u>HERE</u> for the full photo album!







ADVERTISING & MARKETING

We followed our advertising plan shared with MCDC in our presentation! Including social media campaign, print ad, PR and local influencers!

Please see the receipts and the receipt summary attached to this report! The costs associated with hosting an event increased drastically in 2021! The advertising grant truly made the event possible in 2021 and we are VERY grateful and hope to continue to grow the event to be a huge success in McKinney!







THANK YOU FOR SUPPORTING THE EVENT!

We were able to achieve our event goals thanks to the support from MCDC!

The grant supported our efforts to bring fun and business to McKinney, TX! We are proud of the event and its success! We had over 100 local event partners who got to showcase their business at the event including our local McKinney wineries! We hired many local businesses and services like local musicians, labor team, catering companies, promotional products, and so many more.

We love the McKinney community and we love playing a small role in making it a FUN place to live, work and visit! Thank you for helping us achieve our mission of providing fun in the community while giving back.

Our receipts for \$7,500 are attached!

SBG Hospitality

21-1039



TITLE: Update on the FY 2022 Marketing Plan.

SUPPORTING MATERIALS:

Presentation



TITLE: Consider/Discuss/Act on an Amendment to Project #21-10 Submitted by McKinney Parks Foundation to Add a Trailer and Hitch to the Equipment Request and to Remove the Log Splitter as Requested in Original Application. Total Project Cost Will Reduce from \$15,599.98 to \$14,747.61.

COUNCIL GOAL: 5: Enhance Quality of Life in McKinney (5A): Create affordable recreational and cultural arts activities for all ages throughout the city (5E): Develop sustainable quality of life improvements within the City of McKinney

MEETING DATE: November 18, 2021

DEPARTMENT: McKinney Community Development Corporation

CONTACT: Cindy Schneible, President

ITEM SUMMARY:

• The McKinney Community Development Corporation will consider/discuss/act on a request by McKinney Parks Foundation to amend Project grant #21-10 to change the request for funding to include a trailer and hitch instead of a log splitter. The change will result in a reduction in the grant amount from \$15,599.98 to \$14,747.61.

BACKGROUND INFORMATION:

- Support for McKinney parks and recreational facilities is a strategic priority for the MCDC board of directors.
- The McKinney Parks Foundation has been in existence since 2017 and has three main functions: organizing volunteers to help with parks projects; encourage resident engagement in park activities and programs; provide a structure for organizing educational opportunities about the natural environment.
- MPF is recognized as the Trail Steward organization for the Community Center nature Trail and has put in more than 100 volunteer hours to restore, manage and expand the trail.
- MPF coordinates teams of volunteers to work on park projects such maintenance of hike and bike trails, building nature trails, upkeep of parks and

open spaces and adding amenities.

- MPF partners with other local organizations such as Master Naturalists, Crape Myrtle Trails Foundation; DORBA to fulfill its mission.
- Approval of this request would provide funds for procurement of tools, equipment and supplies to support McKinney Parks Foundation activities to maintain and enhance McKinney parks and hike and bike trails.

FINANCIAL SUMMARY:

- Funds in the amount of \$6,235.00 were reappropriated from FY 21 to FY 22 for this project.
- The request is eligible for MCDC consideration under Section 505.152 of the Texas Local Government Code.

SUPPORTING MATERIALS:

Letter of Request

Executed Agreement

SUPPORTING MATERIALS:

Letter of Request Executed Agreement McKinney Parks Foundation 1205 Tucker St. McKinney, Texas 75069 www.mckinneyparksfoundation.org



DATE: November 3, 2021

RE: Change to Grant 4B 21-10 for McKinney Parks Foundation

Dear McKinney Community Development Corporation:

The McKinney Parks Foundation (MPF) would like to request an amendment to our current grant request (4B 21-10) to add a trailer and hitch and remove the log splitter.

This would reduce the total grant funds from \$15,599.98 to 14,747.61 as such:

Current	Request	Change in Request				
Item	Cost	Item	Cost			
Log Splitter	\$1,599.99	Trailer	\$700.00			
		Hitch	\$47.62			

Once we obtained the John Deere 4x2 Gator, and through conversation with the Parks Department, there is no longer a need for the log splitter. The trailer and necessary hitch are more useful tools combination to assist and support the Mission of the MPF.

Should you have any additional concerns or questions please do not hesitate to contact me directly.

Sincerely,

Rich Szecsy, PhD, PE President McKinney Parks Foundation

LOAN AGREEMENT

Borrower:	<i>McKINNEY PARKS FOUNDATION</i> 1004 N. Kentucky Street, Unit C McKinney, TX 75069	
Lender:	<i>McKINNEY COMMUNITY DEVELOPM</i> 5900 S. Lake Forest Boulevard, Ste. 110	ENT CORPORATION
	McKinney, Texas 75070	0.0

This LOAN AGREEMENT is between the *McKINNEY PARKS FOUNDATION*, a Texas nonprofit corporation, including its successors and assigns (hereinafter referred to as the "Borrower"), and the *McKINNEY COMMUNITY DEVELOPMENT CORPORATION*, a Texas non-profit corporation (hereinafter referred to as the "Lender"), is made and executed on the following recitals, terms and conditions.

WHEREAS, Borrower submitted Application No. 21-10 to the Lender requesting Fifteen Thousand Five Hundred Ninety-Nine and 98/100 Dollars (\$15,599.98) from the Lender, for tools and equipment, including a Gator, wood chipper and log splitter to support maintenance and enhancement of McKinney park properties; and

WHEREAS, Lender considered Borrower's Application No. 20-05 at its meeting held on May 27, 2021, at which time the Lender agreed to approve funding in the amount of Fifteen Thousand Five Hundred Ninety-Nine and 98/100 Dollars (\$15,599.98) from the Lender, for tools and equipment, including a Gator, wood chipper and log splitter to support maintenance and enhancement of McKinney park properties; and

WHEREAS, All such loans and financial assistance from Lender to Borrower pursuant to this Agreement is referred to as the "Loan"; and

WHEREAS, Borrower understands and agrees that: (a) in granting this Loan, Lender is relying upon Borrower's representations, warranties, and agreements, as set forth and provided for in this Agreement; (b) the granting of this Loan by Lender at all times shall be subject to Lender's sole judgment and discretion; and (c) this Loan shall be and shall remain subject to the terms and conditions set forth in this Agreement; and

WHEREAS, Section 505.152 of the Texas Local Government Code, in pertinent part, defines the term "project" to mean "land, buildings, equipment, facilities, and improvements found by the board of directors to be required or suitable for use for professional and amateur sports, including children's sports, athletic, entertainment, tourist, convention, and public park purposes and events, including stadiums, ball parks, auditoriums, amphitheaters, concert halls, parks and park facilities, open space improvements, museums, exhibition facilities, and related store, restaurant, concession, and automobile parking facilities, related area transportation facilities, and related roads, streets, and water and sewer facilities, and other related improvements that enhance any of the items described by this section"; and

WHEREAS, the Board of Directors of the Lender have determined the Loan provided to

Developer is consistent and meets the definition of "project" as that term is defined in Section 505.152 of the Texas Local Government Code; and the definition of "cost" as that term is defined by Section 501.152 of the Texas Local Government Code.

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lender and the Borrower agree as follows:

SECTION 1. FINDINGS INCORPORATED.

The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the parties.

SECTION 2. TERM.

This Agreement shall be effective as of May 27, 2021 and shall continue thereafter until all obligations of Borrower to Lender have been performed in full or on June 30, 2022, whichever is later, unless terminated sooner under the provisions hereof.

SECTION 3. DEFINITIONS.

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

- (a) Act. The word "Act" means Chapters 501 to 505 of the Texas Local Government Code, as amended.
- (b) Agreement. The word "Agreement" means this Loan Agreement, together with all exhibits and schedules attached to this Loan Agreement from time to time, if any.
- (c) **Borrower**. The word "Borrower" means *McKINNEY PARKS FOUNDATION*, a Texas nonprofit corporation, its successors and assigns, and whose address for the purposes of this Agreement is 1004 N. Kentucky Street, Unit C, McKinney, TX 75069
- (d) **Event of Default**. The words "Event of Default" mean and include any of the Events of Default set forth below in the section entitled "Events of Default."
- (e) Lender. The word "Lender" means the *McKINNEY COMMUNITY DEVELOPMENT CORPORATION*, a Texas non-profit corporation, its successors and assigns, and whose address for the purposes of this Agreement is 5900 S. Lake Forest Boulevard, Suite 110, McKinney, Texas 75070.
- (f) **Loan**. The word "Loan" or "Loans" means the loan described in this Agreement and described on any exhibit or schedule attached to this Agreement.
- (g) Note. The word "Note" means the non-interest-bearing Promissory Note of even date herewith executed by and between the parties hereto in the principal amount of Fifteen Thousand Five

Hundred Ninety-Nine and 98/100 Dollars (\$15,599.98) due upon demand and payable on or before June 30, 2022.

- (h) **Property.** The word "Property" refers to parks, hike and bike trails, and other park properties owned by the City of McKinney and located within the McKinney parks system.
- Qualified Expenditures. The words "Qualified Expenditures" mean the expenditures consistent with Section 505.152 of the Act: Fifteen Thousand Five Hundred Ninety-Nine and 98/100 Dollars (\$15,599.98), for tools and equipment, including a Gator, woodchipper and log splitter to support maintenance and enhancement of McKinney park properties by the Borrower.

SECTION 4. AFFIRMATIVE COVENANTS OF BORROWER.

Borrower covenants and agrees with Lender that, while this Agreement is in effect, Borrower shall comply with the following terms and conditions:

- (a) Reimbursement for Qualified Expenditures Made. Upon execution and effective date of this Agreement, Borrower shall be entitled to reimbursement up to Fifteen Thousand Five Hundred Ninety-Nine and 98/100 Dollars (\$15,599.98) for Qualified Expenditures made in connection with this project. Borrower covenants and agrees to provide to Lender receipts, invoices, or other documentation which is in a form acceptable to the Lender for said Qualified Expenditures by June 30, 2022.
- (b) **Compliance Letters.** Borrower shall provide the Lender with copies of invoices, receipts or other documentation which is in a form acceptable to the Lender for the expenditures authorized and required by Section 4(a) above. Borrower shall provide Lender with compliance letters upon making the expenditures authorized by Section 4(a), such letters to be attached to the submitted invoices, receipts, or other documentation required by this subsection. In the compliance letter, Borrower shall represent and warrant that the expenditures were made in compliance with this Agreement by and between Borrower and Lender.
- (c) Additional Assurances. Borrower agrees to make, execute and deliver to Lender such other promissory notes, instruments, documents and other agreements as Lender or its attorneys may reasonably request to evidence the Note.
- (d) **Performance**. Borrower agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement, and in all other instruments and agreements between Borrower and Lender.

SECTION 5. AFFIRMATIVE COVENANTS OF LENDER.

Lender covenants and agrees with Borrower that, while this Agreement is in effect, Lender shall comply with the following terms and conditions:

(a) **Reimbursement for Qualified Expenditures Made to Property.** Upon execution and effective date of this Agreement, Borrower shall be entitled to reimbursement not to exceed

Fifteen Thousand Five Hundred Ninety-Nine and 98/100 Dollars (\$15,599.98) for Qualified Expenditures in connection with this project. Lender covenants and agrees to provide to Borrower a disbursement of Loan proceeds, during the Term of this Agreement, in an amount of the receipts, invoices, or other documentation provided by the Borrower to Lender and not to exceed **Fifteen Thousand Five Hundred Ninety-Nine and 98/100 Dollars (\$15,599.98)** within thirty (30) days of receipt of said documentation.

(b) **Performance**. Lender agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement, and in all other instruments and agreements between Borrower and Lender.

SECTION 6. CESSATION OF ADVANCES.

If Lender has made any commitment to make any Loan to Borrower under this Agreement, Lender shall have no obligation to advance or disburse Loan proceeds if: (i) Borrower becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged bankrupt; or (ii) an Event of Default occurs.

SECTION 7. LOAN FORGIVENESS.

Notwithstanding the provisions hereof and the obligations contained in the Note executed incident hereto, any advance hereunder shall be forgiven and not be payable to Lender upon verification of Qualified Expenditures equaling the amount of the Loan advance, and compliance with the affirmative covenants contained in Section 4 of this Agreement. However, any Loan advance, not previously forgiven under the foregoing, shall not be forgiven in an Event of Default under Section 8 and Section 9 herein, and shall become immediately due and payable in accordance with this Agreement and the Note.

SECTION 8. EVENTS OF DEFAULT.

Each of the following shall constitute an Event of Default under this Agreement:

- (a) **Reimbursement for Qualified Expenditures Made to Property.** The failure of Borrower to submit to Lender invoices, receipts, or other documentation acceptable to the Lender for Qualified Expenditures made to the Property consistent with Section 4(a) of this Agreement is an Event of Default.
- (b) **Reimbursement for Qualified Expenditures.** The failure of the Lender to disburse Loan proceeds to Borrower for Qualified Expenditures made to the Property consistent with Section 5(a) of this Agreement is an Event of Default.
- (c) **False Statements.** Any warranty, representation, or statement made or furnished to Lender by or on behalf of Borrower under this Agreement that is false or misleading in any material respect, either now or at the time made or furnished Agreement is an Event of Default.
- (d) **Insolvency.** Borrower's insolvency, appointment of receiver for any part of Borrower's property, any assignment for the benefit of creditors of Borrower, any type of creditor workout for Borrower,

or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower Agreement is an Event of Default.

(e) **Other Defaults.** Failure of Borrower to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement is an Event of Default.

SECTION 9. EFFECT OF AN EVENT OF DEFAULT.

If any Event of Default shall occur, all commitments of Lender under this Agreement immediately will terminate, (including any obligation to make Loan advances), **and the remaining outstanding balance of the Loan will become immediately due and payable**, at the option of Lender, all without notice of any kind to Borrower, except for an Event of Default described in the "Insolvency" subsection above, in which case such acceleration shall be automatic and not optional.

SECTION 10. INDEMNIFICATION.

Borrower shall indemnify, save, and hold harmless Lender, its directors, officers, agents, attorneys, and employees (collectively, the "Indemnitees") from and against: (i) any and all claims, demands, actions or causes of action that are asserted against any Indemnitee if the claim, demand, action or cause of action directly or indirectly relates to tortious interference with contract or business interference, or wrongful or negligent use of Lender's loan advances by Borrower or its agents and employees; (ii) any administrative or investigative proceeding by any governmental authority directly or indirectly related, to a claim, demand, action or cause of action in which Lender is a disinterested party; (iii) any claim, demand, action or cause of action which directly or indirectly contests or challenges the legal authority of Lender or Borrower to enter into this Agreement; and (iv) any and all liabilities, losses, costs, or expenses (including reasonable attorneys' fees and disbursements) that any Indemnitee suffers or incurs as a result of any of the foregoing; provided, however, that Borrower shall have no obligation under this Section to Lender with respect to any of the foregoing arising out of the gross negligence or willful misconduct of Lender or the breach by Lender of this Agreement. If any claim, demand, action or cause of action is asserted against any Indemnitee, such Indemnitee shall promptly notify Borrower, but the failure to so promptly notify Borrower shall not affect Borrower's obligations under this Section unless such failure materially prejudices Borrower's right to participate in the contest of such claim, demand, action or cause of action, as hereinafter provided. If requested by Borrower in writing, as so long as no Default or Event of Default shall have occurred and be continuing, such Indemnitee shall in good faith contest the validity, applicability and amount of such claim, demand, action or cause of action and shall permit Borrower to participate in such contest. Any Indemnitee that proposes to settle or compromise any claim, demand, action, cause of action or proceeding for which Borrower may be liable for payment of indemnity hereunder shall give Borrower written notice of the terms of such proposed settlement or compromise reasonably in advance of settling or compromising such claim or proceeding and shall obtain Borrower's concurrence thereto.

SECTION 11. BORROWER'S REPRESENTATIONS.

By execution hereof, the signators warrant and represent that they have the requisite authority to execute this Agreement and that the representations made herein are true and accurate in all respects.

SECTION 12. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

- (a) **Amendments**. This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- (b) **Applicable Law and Venue**. This Agreement has been delivered to Lender and accepted by Lender in the State of Texas. Borrower agrees to submit to the jurisdiction of the courts of Collin County, State of Texas, and that venue is proper in said County. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and applicable Federal laws.
- (c) **Caption Headings**. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.
- (d) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- (e) **Force Majeure.** It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, fire or other casualty, or court injunction, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.
- (f) **Notices**. All notices required to be given under this Agreement shall be given in writing and shall be effective when actually delivered or when deposited in the United States mail, first class, postage prepaid, addressed to the party to whom the notice is to be given at the address shown on Page 1 of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Borrower agrees to keep Lender informed at all times of Borrower's current address.
- (g) **Severability**. If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

- (h) **Successors and Assigns.** This Agreement is with the Borrower, and shall not survive any sale, merger, change of control or similar transaction involving the Borrower, without the written consent of the Borrower. The Borrower shall provide the Lender written notice of any assignment, sale, merger, change of control or similar transaction pursuant to this Agreement as soon as possible, and in no event not later than thirty (30) days following such event.
- (i) **Survival**. All warranties, representations, and covenants made by Borrower in this Agreement or in any certificate or other instrument delivered by Borrower to Lender under this Agreement shall be considered to have been relied upon by Lender and will survive the making of this Loan.
- (j) **Time is of the Essence.** Time is of the essence in the performance of this Agreement.
- (k) Undocumented Workers. The Borrower certifies that Borrower does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Borrower is convicted of a violation under 8 U.S.C. § 1324a(f), Borrower shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of eight percent (8%), not later than the 120th day after the date the Lender notifies Borrower of the violation.

[The Remainder of this Page Intentionally Left Blank]

BORROWER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS BUSINESS LOAN AGREEMENT, AND BORROWER AGREES TO ITS TERMS. THIS AGREEMENT IS EFFECTIVE AS OF MAY 27, 2021.

BORROWER:

McKINNEY PARKS FOUNDATION a Texas non-profit corporation,

By: D MORENO

President

Date Signed: 8-3-2(

LENDER:

McKINNEY COMMUNITY DEVELOPMENT CORPORATION, a Texas non-profit corporation,

By: JAC BRE Chairman Date Signed:

\$15,599.98

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May 27, 2021 ("<u>Effective Date</u>")

The *McKINNEY PARKS FOUNDATION*, a Texas non-profit corporation (including its successors, "<u>Maker</u>"), For Value Received, promises and agrees to pay unto the order of *McKINNEY COMMUNITY DEVELOPMENT CORPORATION*, a Texas non-profit corporation ("<u>Payee</u>"), at its corporate offices located at 5900 S. Lake Forest Drive, Suite 110, McKinney, Texas 75070, in lawful money of the United States of America, the principal sum of **Fifteen Thousand Five Hundred Ninety-Nine and 98/100 dollars** or so much as shall be advanced, said sums to accrue no interest.

TERMS OF PAYMENT: The principal of this Note is due on demand, but in any event, on or before **June 30, 2022**. Notwithstanding the foregoing, advances hereunder shall be made in accordance with the terms and provisions of that certain Loan Agreement executed as of even date herewith between Maker and Payee ("Loan Agreement"), and such advances shall be forgiven, or repaid according to said Loan Agreement after such advance if Maker is not then in default under the Loan Agreement. As such, Payee shall make no demand on principal under this Note except for upon occurrence of an Event of Default as that term is defined in the Loan Agreement.

ALL PAST due principal shall bear interest until paid at a rate not to exceed prime plus 4%.

THIS LOAN is a line of credit but is not revolving. As already stated, advances made hereunder are also governed by the Loan Agreement of even date herewith.

IF DEFAULT is made in the payment of any interest or principal hereof, as and when the same is or becomes due, or if an Event of Default occurs under any instrument securing the payment hereof or executed in connection herewith, including the Loan Agreement, the owner and holder of this Note may declare all sums owing hereon due and payable within thirty (30) days of the date of notice. If default is made in the payment of this Note at maturity (regardless of how its maturity may be brought about), and the same is placed in the hands of an attorney for collection, or suit is filed hereon, or proceedings are had in bankruptcy, probate, receivership or other judicial proceedings for the establishment or collection of any amount called for hereunder, or any amount payable or to be payable hereunder is collected through any such proceedings, Maker agrees and is also to pay to the owner and holder of this Note a reasonable amount as attorneys' or collection fees.

Except as provided herein and in the Loan Agreement, upon an Event of Default (as that term is defined in the Loan Agreement) only, MAKER, co-makers, signers, permitted assigns, sureties, endorsers and guarantors, and each of them, expressly waive demand and presentment for payment, notice of nonpayment, protest, notice of protest, notice of dishonor, notice of intent to accelerate the maturity hereof,

notice of the acceleration of the maturity hereof, bringing of suit and diligence in taking any action to collect amounts called for hereunder and in the handling of securities at any time existing in connection herewith; and are and shall be jointly, severally, directly and primarily liable for the payment of all sums owing and to be owing hereon, regardless of and without any notice, diligence, act or omission as or with respect to the collection of any amount called for hereunder or in connection with any right, lien, interest or property at any and all times had or existing as security for any amount called for hereunder.

IT IS the intention of Maker and Payee to conform strictly to applicable usury laws. Accordingly, if the transactions contemplated hereby would be usurious under applicable law (including the laws of the State of Texas and the laws of the United States of America), then, in that event, notwithstanding anything to the contrary herein or in any agreement entered into in connection with or as security for this Note, it is agreed as follows: (i) the aggregate of all consideration which constitutes interest under applicable law that is taken, reserved, contracted for, charged or received under this Note or under any of the other aforesaid agreements or otherwise in connection with this Note shall under no circumstances exceed the maximum amount of interest allowed by applicable law, and any excess shall be canceled automatically and, if theretofore paid, shall be credited on the Note by the holder hereof (or, to the extent that this Note shall have been or would thereby be paid in full, refunded to the Maker); and (ii) in the event that maturity of this Note is accelerated by reason of an election by the holder hereof resulting from any Event of Default, or in the event of any required or permitted prepayment, then such consideration that constitutes interest may never include more than the maximum amount allowed by applicable law, and excess interest, if any, provided for in this Note or otherwise shall be canceled automatically as of the date of such acceleration or prepayment and, if theretofore paid, shall be credited on this Note (or, to the extent that this Note shall have been or would thereby be paid in full, refunded to the Maker).

THIS NOTE has been executed and delivered in and shall be construed in accordance with and governed by the laws of the State of Texas and of the United States of America, except that V.T.C.A. Finance Code, Chapter 346, as amended (which regulates certain revolving credit loan accounts and revolving tri-party accounts) shall not apply hereto. Payee's address for notice is 5900 S. Lake Forest Drive, Suite 110, McKinney, Texas 75070.

[signature on next page]

In witness whereof, Maker has executed this Note to be effective as of the Effective Date.

MAKER:

McKINNEY PARKS FOUNDATION

a Texas non-profit corporation,

By: RICHARD MORENO 27

President

Date Signed: 8 - 3 - 2/

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21-1041



TITLE:

Consider/Discuss/Act on a Request from TUPPS Brewery, LLC, to Amend the Lease Agreement Executed Between McKinney Community Development Corporation (Landlord) and TUPPS Brewery, LLC (Tenant) to Extend the Date from November 30, 2021 to December 31, 2021 to Obtain the Required Landlord Approval of a Construction Contract and Guaranteed Maximum Price for Construction of the Project, Including All Identified and Specific Project Components to be Constructed at 402 E. Louisiana Street, McKinney, Texas.

SUPPORTING MATERIALS: