



# CITY OF MCKINNEY, TEXAS

## Agenda City Council Work Session

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Monday, November 6, 2017

5:30 PM

Council Chambers  
222 N. Tennessee Street  
McKinney, TX 75069

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### CALL TO ORDER

### DISCUSS REGULAR MEETING AGENDA ITEMS

### WORK SESSION ITEMS

**17-1099**      [Present the McKinney Public Library Long Range Plan 2018](#)  
**Attachments:**    [Library System Long Range Plan 2018](#)  
                                 [Presentation](#)

**17-1100**      [CIP Program Updates](#)  
**Attachments:**    [Presentation](#)

**17-1113**      [Consider/Discuss the Terms of a New 45-Year Development Agreement in Association with the Pending Municipal Annexations Generally Located in the Northwest Sector of McKinney](#)  
**Attachments:**    [212.172 Agreement \(3 Year\)](#)  
                                 [43.035 Agreement \(10 Year\)](#)  
                                 [Modified Agreement \(45 year\)](#)

### COUNCIL LIAISON UPDATES

### EXECUTIVE SESSION

In Accordance with the Texas Government Code:

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

- B. Section 551.071 (A) Pending or contemplated litigation
  - Arch Resorts, LLC v. the City of McKinney, Texas, and Rick Herzberger, Chief Building Official of the City of McKinney, Texas, v. Collin County, Texas, No. 219-01855-2015, 219th District Court of Collin County, Texas
- C. Section 551.072. Deliberations about Real Property
  - Municipal Facilities
- D. Section 551.074 Discuss Personnel Matters
  - City Manager Annual Performance Evaluation
- E. Section 551.087 – Discuss Economic Development Matters
  - Project A159 – Project Cuisine
  - Project A171 – Project Skywalker

### **ACTION ON EXECUTIVE SESSION**

### **ADJOURN**

Posted in accordance with the Texas Government Code, Chapter 551, on the 3rd day of November, 2017 at or before 5:00 p.m.

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Sandy Hart, TRMC, MMC  
City Secretary

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



17-1099

**TITLE:** Present the McKinney Public Library Long Range Plan 2018

**COUNCIL GOAL:** Operational Excellence

**MEETING DATE:** November 6, 2017

**DEPARTMENT:** Library

**CONTACT:** Spencer Smith, Director of Libraries

**RECOMMENDED CITY COUNCIL ACTION:**

- Receive update and briefing on McKinney Public Library System's Long Range Plan.

**ITEM SUMMARY:**

- Staff is presenting to City Council the updated Long Range plan, covering years 2018 to 2022, for the McKinney Public Library System.
- The Texas State Library and Archives Commission requires that each public library have a long-range plan approved by its governing board in order to receive accreditation. The plan will serve as an effective tool to guide policy and strategic planning for the library.
- Previous Library Long Range Plan expired in 2015, but severely overestimated the community size and need for library services.
- This plan relied on staff expertise, research, data analysis, and a mandate for achievable and measurable outcomes. Staff used peer library comparisons from Allen, Arlington, Carrollton, Denton, Frisco, Garland, Grand Prairie, Irving, Lewisville, Mesquite, and Plano, with a target to be at 50<sup>th</sup> percentile of our peer libraries in our goals. The plan takes a conservative approach to population growth, estimating approximately 4,000 new residents a year. The plan also takes into account our historic growth rates in library use, with a 190% increase in checkouts since 2005.

- The plan outlines goals in the following areas: Collection Development, Library Services, Information Technology, Facilities, Staffing, and Budget.

**SUPPORTING MATERIALS:**

[Library System Long Range Plan 2018  
Presentation](#)



# McKINNEY

## *Texas*

### PUBLIC LIBRARY SYSTEM 5-YEAR PLAN



[www.McKinneyPublicLibrary.org](http://www.McKinneyPublicLibrary.org)

# Letter from The Director of Libraries

I am excited to present the 2018-2022 Long Range Plan for the McKinney Public Library System. This ambitious, achievable plan provides a clear roadmap for the library as we continue to work toward fulfilling the mission of enriching the lives of the McKinney community.

The Long Range Plan will serve as an effective tool for the Library Advisory Board and library staff to guide policy change, creation, and strategic planning. Keeping the continued evolution of the McKinney community in mind, driven by rapid population growth and the increasing demands on public resources, the plan is designed forecast and meet these demands and increase the library's position as a valued public service organization. The plan also helps to keep the importance of strategically lean operations that will allow us to continue to focus on providing the best value for services.

With this mindset, library staff began by revisiting the previous 10-year Long Range Plan, published in 2005. Staff studied areas that failed to realistically account for the evolving needs of the McKinney community, and began to craft a new plan utilizing in-house assessments of community needs, community feedback, demographic analysis, review of industry trends and best practices, and comparisons with benchmark city library services. This plan included a heavy emphasis on realistic, achievable, and measurable outcomes.

The McKinney Public Library System understands the importance of being aligned with the stated City Council Goals and library staff have worked with these goals in mind, as well, when crafting the plan; specifically the goals of Operational Excellence and Enhance the Quality of Life in McKinney.

I would like to thank the library staff for their diligence and hard work in crafting this plan from the ground up. This plan relies heavily on their expertise in research and as library professionals. A large majority of library staff provided input and support throughout the creation process. The result is a thoughtful, data driven, and collaborative effort and the resulting plan is something that serves as a point of pride for the McKinney Public Library System.

Sincerely,



Spencer Smith

Director of Libraries

# **Long Range Plan - McKinney Public Library**

## **1. Introduction**

### **Need for a Long Range Plan**

The Texas State Library requires that each public library applying for membership in the Texas Library System must have a long-range plan approved by its governing board. A well-considered Long Range Plan is vital for guiding the growth of library services and forms a backbone for integrating library policies and goals into a achievable roadmap to where we want to be. In addition, the Long Range Plan communicates clearly and transparently to the public how the library proposes to serve the citizens of McKinney and how it will allocate available resources.

### **Goals of this Long Range Plan**

While the last Long Range Plan from 2005 attempted to forecast needs and implement goals through the year 2015, library staff have found that ongoing technological and social changes, as well as evolving considerations about how libraries can function effectively in their communities, mandate a more frequent approach that continues to embody McKinney's core values while simultaneously offering a flexible path to future services. These five-year goals are designed to be realistic and are aligned with McKinney City Council goals, specifically, under the heading 'Operational Excellence,' to "balance available resources to accommodate the growth and maintenance needs of the city."

### **Outline of the Plan**

1. Introduction (Overview and philosophy behind the Long Range Plan)
2. The Community (Library history, community snapshot, state standards, library accomplishments)
3. Collection Development (Developing collections responsive to patron needs)
4. Library Services (Activities for McKinney residents, partnerships with area organizations)
5. Information Technology (Upgrades, digital resources, desired innovations)
6. Facilities (Building requirements)
7. Staffing (Staffing to meet patron needs)
8. Budget (Recommended budget)

### **Also included are the following informational appendices:**

- City Council Goals
- a. Population/Demographics
- b. Statistics 2005-2015
- c. Peer Library Comparison, 2011-2015
- d. Library Staffing Plan, 2017-2022
- e. Library User Map

The design of the long-range plan utilizes the strengths and expertise of library staff, relying on real world experience in managing libraries and serving the public, to generate an executable plan that can be fully realized in five years.

## **2. The Community**

### **McKinney Public Library History:**

The McKinney Public Library was founded on May 14, 1928 through the efforts of the City Federation of Women's Clubs and other concerned citizens. It has had seven different addresses since it was founded and the first location was at 111 East Virginia Street, over the Duke & Ayres store on the eastside of the downtown square, and was supported by a \$1.00 membership fee and community donations. Later, the library moved to the third floor of the Courthouse and again in 1938 to the Crouch Building at 120 West Virginia Street where a Library Board was formed. In April 1947, the Fitzgerald residence at 402 W. Louisiana Street became its new home. On December 4, 1968, the library relocated again to the intersection of Chestnut and Anthony streets. At this time, the library became a Department of the City and was fully funded from the city's general fund. On February 14, 1987, the old Bank Texas building, one block north of the square at 220 North Kentucky Street, was renovated to become the McKinney Memorial Public Library. The current building at 101 E. Hunt Street was constructed at a cost of \$7.1 million and had its grand opening on January 19, 2002.

In May 2006, McKinney residents voted to approve \$7.7 million to build a second library west of US 75. The John and Judy Gay Library, located at 6861 W. Eldorado Pkwy, opened in 2009. In November 2015, McKinney voters approved bonds for phase two of its construction, which will double the size of the facility. This phase is expected to be completed late 2018.

### **McKinney:**

- There has been a 143.59% increase in households, from 2000 to 2010, based on the Federal Census projections.
- There has been an estimated 24.23% population growth from 2010 to 2015.
- 76.62% of households are family households.
- Owned housing units are at 65.17%.
- In education, of 18-24 years old, 17.3% have a bachelor's degree or higher. For 25 years and older, 36.8% of the population have a bachelor's degree or higher.

### **Usage of the Library**

A Review of usage statistics, 2005 – 2015, reveals a dramatic increase in usage of the Library:

- Total customer service usage is up 106%
- Total circulation transactions are up 133%
- Juvenile circulation transactions are up 613%
- Reference transactions are up 94%

### **Peer Comparisons:**

The Peer libraries are:

- |                 |             |
|-----------------|-------------|
| • Allen         | • Arlington |
| • Carrollton    | • Denton    |
| • Frisco        | • Garland   |
| • Grand Prairie | • Irving    |
| • Lewisville    | • Mesquite  |
| • Plano         |             |

Comparisons were made in terms of population growth, total circulation, collection holdings, and other data for 2011 – 2015.

- **Population Growth:** McKinney's population increased 18.58%, only exceeded by Lewisville.
- **Total Circulation:** McKinney is up 27.56%; only Allen and Frisco exceeded McKinney. Eight of the eleven peer libraries had a decrease in circulation.
- **Items per capita:** With a total of 1.14 items per capita in 2015, McKinney ranked 11<sup>th</sup> among peer libraries, and only Grand Prairie had a smaller number of items per capita.
- **Annual operating expenditures per capita:** McKinney has seen a decrease of 7.77% in its annual operating expenditure per capita. Only Denton, Frisco, and Plano have seen an increase.
- **Library Space per capita:** With the increase in population, only Plano and Frisco have increased their library space per capita. Only Irving and Lewisville have lost more space per capita than McKinney, which is at -14.29%.

### **State Public Library Standards:**

The Texas State Library and Archives Commission approved quantitative standards for Public Libraries in 2014. The purpose of the standards is to:

- Promote quality library service to all Texans.
- Raise the expectations of library clientele.
- Provide an authoritative document to which library administrators and supporters may refer when justifying requests for funds.

The levels of service have been defined as:

- Basic
- Enhanced
- Exemplary

### **McKinney and the State Standards:**

- Circulation per capita: McKinney is in the Enhanced level at 7.87. This falls below the exemplary level of 8.25.
- Collection Items per capita: McKinney's Items per capita is 1.14. This falls below the enhanced level of 1.52.
- Materials expenditure per capita: McKinney, at \$2.08, falls slightly below the Enhanced Level of \$2.36.
- Collection Turnover Rate: McKinney has a turnover rate of 5.87. This exceeds the State Exemplary Level of 4.75.

### **Library Accomplishments**

- John and Judy Gay Library, located on the west side of US 75, opened in 2009.
- Meeting room spaces were added for community meetings and library programs.
- Resources have been purchased to better manage collections and technology, e.g. RFID, self-check-out, computer access and print management software.
- Computers are offered with high speed and wireless capabilities.
- Library literature is available in both English and Spanish.
- Quiet study rooms have been added to the library.
- Information about the community and its activities are now shared through the City of McKinney's website.
- Signage has been added to the libraries to make the facilities more user friendly.
- Downloadable eBook and eAudiobook collections have been created.
- Voly.org has been adopted by the City of McKinney for volunteers to create an account and specify what kind of volunteering they would like to do.

**Library Goals**

- Acquire an outreach vehicle to make library services accessible to all members of the community.
- Organize and rearrange library to make more user friendly and increase efficiency in use of space.
- Provide small business resource centers located in city departments.

### **3. Collection Development**

The collection at the McKinney Public Library System aims to encourage recreational reading, build literacy skills, provide culturally diverse materials, and fulfill informational interests of the served community through a variety of formats and media. To meet these objectives, collection management activities have been refocused to better meet customer demand by purchasing more copies of popular items, streamlining the customer suggestion-for-purchase process, and maintaining the collection based on turnover rate. Selectors regularly use a compilation of statistical data, both collection-centered and client-centered, for ongoing assessment of the collection development process.

The McKinney Public Library System will continue to use a data-driven approach, based upon customer demand, to guide the selection of new materials. The ongoing collection development goals build upon our current collection strengths and address issues of findability and discoverability, both in the online catalog and in the library buildings. Understanding customer needs and information seeking behaviors are paramount for curating a thoughtful, organized, and discoverable collection. Additionally, the digitization of local historical items will ensure that the library plays a vital role in celebrating McKinney's culturally rich history.

#### **Create and enhance library collections based upon customer needs and information-seeking behaviors.**

- Improve the quality of bibliographic records to enhance discoverability.
- Digitize and update the online catalog to include additional local historical items (maps, microfilm holdings, etc.).
- Create a "middle zone" collection to function as a bridge between juvenile and young adult fiction.
- Collocate adult fiction into additional genres based upon customer needs and searching patterns.
- Collocate easy reader fiction and easy reader non-fiction collections to assist beginning readers, and their caregivers, with identifying material appropriate to the child's reading level.
- Create a juvenile DVD non-fiction collection.

#### **Rearrange collections to enhance visibility.**

- Move all adult materials to the second floor and all juvenile materials to the first floor at the Roy and Helen Hall Library.
- Relocate all adult audio/visual collections to a single location at the Roy and Helen Hall Library.
- Enhance display furniture and signage to highlight collections and spotlight seasonal and topical displays of material.
- Display highlighted and staff-recommended collections at both libraries.

#### **Create a culturally representative collection that matches the diverse population in McKinney.**

- Create a bilingual language collection to assist patrons learning English as well as those learning foreign languages.
- Expand the Spanish language collection at the John and Judy Gay Library
- Consult with professional organizations to ensure our collections meet all of the community's needs.

#### **Timeline for major projects:**

- Create bilingual collection by spring 2018.
- Create "middle zone" collection by winter 2018.
- Complete expanded adult fiction genre collections by winter 2019.
- Rearrange Roy and Helen Hall Library collections by spring 2020.
- Collocate easy reader fiction and easy reader non-fiction by winter 2020.
- Digitize local history collections and provide online access by spring 2021.

## **4. Library Services**

Library services are provided to meet the needs of the community. Planning appropriate library services must factor in current and projected customer base, usage, and library trends.

### **Basis for Recommendations**

- The library's mission statement
- Population/demographic projections and analysis
- Technology assessment
- Discussions with library managers and staff
- Current trends

### **Programming**

- Provide quality and inclusive programming for all age groups.
- Recruit a wide variety of program presenters to meet community needs.
- Maintain and evolve the Teen Advisory Board to work with library staff to improve teen services.
- Implement pilot programs to assess community needs and interests.

### **Partnerships**

- Work with educational institutions to promote community-wide library services, including increasing student usage and library membership.
- Develop a relationship with home educators in the community.
- Grow partnerships with other city departments.
- Expand contacts with the community in order to build relationships, increase awareness, participate in city-wide initiatives appropriate to the library's mission, and be a visible presence in local service organizations.
- Expand outreach to underserved communities via outreach vehicle, pop-up library, and participation in community events.

## **5 Year Goals**

- Increase total circulation by 100%.
- Increase all program attendance by 70%.
- Increase juvenile library card holders by 60%.
- Increase circulation of juvenile materials by 80%.
- Increase adult library card holders by 40%.
- Increase circulation of adult materials by 20%.

### **Summary**

These recommendations are focused on strengthening and expanding ties to the community and increasing services to customers. By offering a variety of quality programming that embraces our diverse customer base and creating and sustaining partnerships with community organizations, the McKinney Public Library System will continue to seek excellence as a community resource.



## **5. Information Technology**

The McKinney Public Library System is committed to providing robust, up-to-date technology for all McKinney residents at library facilities throughout the city. Library technology services include existing resources such as the library catalog, databases, digital content including eBooks, eAudiobooks, and eMagazines, as well as emerging technologies which complement the library's mission of promoting lifelong learning and providing open access to a wide variety of informational resources. The information technology plan places top priority on customer service and community needs, with the goal of exceeding customer expectations of library technology.

### **Upgrade Existing Technology**

- Address the library's technology plan on an annual basis to keep up with a fast-changing, dynamic environment.
- Obtain reliable and flexible technology for both patrons and staff. Coordinate with the IT department for fast and efficient support of the library's technology mission. Work with IT to determine the most advantageous security solutions.
- Replace desktop computers with leading-edge devices on a regular schedule to keep pace with heavy community use. Implement regular software updates of public and staff computers.
- Implement color printing as well as frequently requested services such as legal size and duplex printing.
- Reduce waiting times for scanning/faxing/emailing/printing.
- Monitor the frequency of lab computer reservation requests as an indicator of future expansion needs.
- Ensure multilingual and ADA complaint access to all technology services.
- Implement testing procedures to ensure acceptable WiFi speeds throughout library buildings.
- Implement a replacement schedule for worn/obsolete equipment such as tablets, eReaders, etc.

### **Increase and Enhance Use of Digital Resources**

- Increase access to digital resources via a discovery service that searches all the library's resources in one interface.
- Re-evaluate existing resources and add new resources to meet community needs. Resource focus should include the areas of continuing education, software training, business, eBooks, eAudiobooks, eMagazines, genealogical resources, reader's advisory, language learning, literature, art, and science.
- Train staff in the detailed use of library digital resources for the best possible customer experience.

### **Upgrade Facilities to Accommodate Technological Changes**

- Configure library buildings in more flexible arrangements in order to freely redesign library functions.
- Install charging stations for patrons and increase the number of electrical outlets.
- Investigate and expand digital signage to promote events and guide patrons to resources.

### **Expand and Improve the Library Web Presence**

- Continually upgrade and improve the end user's website experience.
- Create a library website distinct from, though tied into, the city's main site, and which is easily edited and modified by library staff.
- Create a streamlined method for engaging social media to promote library programs and enhance the library's web presence.
- Leverage the staff intranet, wiki, or other collaborative software for efficient access to policies and procedures.

### **Innovate and Experiment**

- Provide access to emerging technologies for both staff and patrons.
- Give library staff greater ability to install equipment and software, and to experiment.

- Provide automatic cloud storage and email address with new library accounts.
- Experiment with other types of services including virtual reality, 3-D printing, maker spaces, and interactive kiosks.
- Create in-house solutions to meet instances of greater demand, for instance, adaptation of existing workstations to become self-check machines during busy summer months.
- Interface with Teen Advisory Boards and teen/tween patrons to discover what technologies they're interested in. Learn new resources from them and implement projects and programs of interest to this age group.

#### **Recommended Timeline**

- Implement color printing for lab patrons as well as frequently requested services such as legal size and duplex printing by spring of 2018.
- Expand digital signage, including interactive signage, to promote events and guide customers to resources by end of FY 2019.
- Increase access to digital resources via a discovery service that searches all the library's resources in one interface by end of FY 2020.
- Provide automatic cloud storage and email address with new library accounts by end of FY 2021.

## **6. Facilities**

### **Public Library Space Needs**

The need to increase the public library space for McKinney is significant given that the population will continue to grow and that, historically, library growth has not kept pace. Standards from the Texas State Library do not require a specific square foot (SF) per capita ratio; however, if we target the 50<sup>th</sup> percentile of our comparison libraries (0.46 SF), McKinney currently requires approximately 81,000 SF of space. Therefore, to be at the 50<sup>th</sup> percentile of our comparison libraries by the end of Fiscal Year 2022, given a historically conservative estimated growth of 4,000 people per year, McKinney Public Library System needs to add approximately 40,200 SF of space over the next 5 years. However, utilizing technology and an efficient deployment of resources could limit the space needed to adequately deliver services to an additional 29,500 SF. This projection would allow for approximately .42 SF per capita.

### **Comparison Libraries**

Cities were chosen due to their previous selection as comparisons in the city-wide compensation study in 2016, their proximity to McKinney, and similarities in service populations. The size, services, and quality of these libraries are also the benchmark used by our citizens to evaluate McKinney libraries.

Of our comparison city libraries, only Irving and Lewisville had greater percentage losses of SF per capita than McKinney from 2011 to 2015, and both currently maintain a significantly higher ratio of SF per capita than McKinney. Still, other libraries that have faced a reduction in this ratio due to rapid population growth still maintain a higher ratio than McKinney. Only two of the comparison city libraries have a SF per capita ratio lower than McKinney's current rate of 0.3.

Plano and Frisco have seen the greatest increases in SF per capita, with a .04 and .01 SF per capita increase, respectively, since 2011. McKinney's ratio has decreased by .05 SF per capita in that same timeframe.

Arlington, Carrollton, Denton, Garland, Grand Prairie, Irving, Mesquite, and Plano all have library systems with multiple branches. Mesquite and Carrollton each have two locations, while the other systems have between four and eight locations.

### **Recommendations**

Staff recommend a target of .42 SF per capita by the end of 2022, spread over four locations and supplemented with an outreach services vehicle, totaling approximately 81,000 SF. Staff also recommend that any future planned Parks and Recreation facilities consider the inclusion of a space for library services, given the success of the John and Judy Gay facility located inside Gabe Nesbit Park. Additionally, staff recommend an inclusion of a library small business services center.

- The Roy and Helen Hall Memorial Library, approximately 33,000 SF, would continue to serve the community around the downtown area and our population east of US 75, housing the majority of the Spanish language collection, along with the genealogy/regional history center.
- The John and Judy Gay Branch Library, expanded to approximately 32,000 SF, would expand its collection of foreign language materials, youth and young adult collection, and increase study and meeting room space.
- The Storefront Branch, approximately 7,000 SF, would be located in a lease space along the US 380 corridor. This facility would operate 24 hours a day, utilizing technology to allow for minimal staffing while still providing top level customer service. This would function as a popular materials library with meeting space, but without the program offerings at the Roy and Helen Hall Memorial and John and Judy Gay Branch Libraries.
- Construction of secondary storefront branch located in either a to-be-built City Hall or Parks and Recreation facility. In the event of a City Hall facility, the branch would serve the small business reference needs for the city and would be staffed with a specialist librarian, reference materials, and a business technology center that would all help support the McKinney business community. In the

event of a new Parks and Recreation facility, the branch would mirror services offered at Roy and Helen Hall and John and Judy Gay libraries, on a smaller scale.

**Justifications:**

- The distribution of buildings would allow for a minimal increase in annual operating costs.
- A storefront location along the US 380 corridor would provide easy access to a rapid growth area of McKinney, while the technology included will allow the library to serve citizens' needs that fall outside of regular operating hours, such as students, shift, and healthcare workers.
- The implementation of cutting edge technology would allow for limited increase in staff, serving as a potential model for increased services at all locations without a corresponding increase in staffing levels.
- The addition of a business services branch would create a hub for support of McKinney's small business community as the city continues to grow.

**Recommended Timeline**

- Use mobile "pop up library" for outreach services in underserved communities by end of FY 2017.
- New 19,000 SF expansion of John and Judy Gay Library, to be completed by first quarter of FY 2019.
- Leasing of 7,000 SF, 24-hour storefront space in the US 380 corridor, to be completed and open by the end of FY 2020.
- A 3,500 SF Small Business Reference Library at City Hall, to be open in the event of a new City Hall construction.

## **7. Staffing**

The quality of service provided by McKinney Public Library System relies on the quality of library staff. McKinney has a healthy staffing level for the current service population but as the city continues to see sustained levels of population growth, the library must add staff in order to maintain current service levels. Staffing levels must keep pace with facility expansions to meet and exceed customer's expectations.

As referenced in the Library Staffing Plan, appendix D, the plan calls for staffing levels at the 50<sup>th</sup> percentile of our comparison libraries, or a total of 18.575 additional full-time equivalent (FTE) employees by the end of 2022.

### **Staff Increase Factors**

- Expansion of John and Judy Gay Library
- A 2022 city population of approximately 196,000
- Addition of a 24-hour store front location
- More technology to supplement staff
- Addition of a Business Library in a future City Hall
- Larger collections of library materials
- Increased use of the library by the public
- Increased library outreach

The additional positions planned would be added coinciding with the timeline goals mentioned in the Facilities section of this plan. The additional planned positions are:

### **Roy and Helen Hall Memorial Library**

#### **Total 0.4 additional FTE:**

- 0.4 FTE additional Courier position

### **John and Judy Gay Branch Library**

#### **Total 7.325 additional FTE:**

- 2.725 FTE additional Public Services Librarian 1 positions
- 1 FTE additional Youth Services Librarian 1 position
- 0.475 FTE additional Public Services Library Technician position
- 1.475 FTE additional Youth Services Library Technician positions
- 0.6 FTE additional Public Services Library Assistant position
- 1.05 FTE additional Shelver positions

### **Storefront Library (24 Hours)**

#### **Total 8.55 additional FTE:**

- 1 FTE additional Library Branch Manager
- 2 FTE additional Public Services Librarian 1 positions
- 2 FTE additional Outreach Services Librarian 1 positions
- 2 FTE additional Public Services Library Technician positions
- 1.2 FTE additional Public Services Library Assistant positions
- 0.35 FTE additional Shelver position

### **Business Library**

#### **Total 2.3 additional FTE:**

- 1 FTE additional Public Services Librarian II position
- 0.95 FTE additional Public Services Library Technician position
- 0.35 FTE additional Shelver position

## 8. Budget

As the City of McKinney grows, maintaining and improving library services will require an increase in the operating budget. Staff presents its recommendations for the library's annual operating budget for the life of this long range plan – from FY18 through FY22. Not included in the plan are capital funds for expanded or new facilities. For reference, as shown in Appendix C, the 50<sup>th</sup> percentile of per capita library expenditures in of our comparison libraries in FY 2015 was \$23.64. Of our comparison libraries, Allen, Denton, Frisco, and Plano all saw per capita expenditures at a rate higher than average. McKinney in FY17 had per capita expenditures of approximately \$19.63.

### Influencing Factors

- Increasing population leading to increasing usage
- Growth of city requiring additional library facilities and library materials
- Increasing usage of technology
- Increased staff as outlined in the Staffing section of the plan

The budget projections include funds for the opening day collections for new facilities and an approximate annual lease cost for a storefront location.

### Annual Budget Summary

<i>Fiscal Year</i>	<i>Personnel*</i>	<i>Library Materials*</i>	<i>Other*</i>	<i>Total*</i>
18	\$2631	\$427	\$366	\$3,424
19	3770	450	375	4,595
20	3870	455	390	4,715
21	4317	505	500	5,322
22	4443	565	510	5,518

\* In thousands (000)

### Recommended Per Capita Budget

On the basis of a population of 196,000 by 2022, staff recommend the following per capita operating budget for the McKinney Memorial Public Library:

<i>Fiscal Year</i>	<i>Population</i>	<i>Total Expenditures</i>	<i>Expenditures Per Capita</i>
18	178,000	\$3,424,323	\$19.24
19	182,000	4,595,227	25.25
20	186,000	4,715,444	25.35
21	191,000	5,332,491	27.92
22	196,000	5,518,072	28.15

# City Council Goals

## McKinney First

### City Council Goals and Strategies

#### **Direction for Strategic & Economic Growth**

- Establish regional and infrastructure incentives to increase economic growth
- Develop a retail development strategy for key areas of the community to further diversify revenue sources and expand entertainment, dining and shopping options
- Provide a strong city economy by facilitating a balance between industrial, commercial, residential and open space

#### **Operational Excellence**

- Establish a timeline for a Municipal Facility / Downtown Parking
- Implement performance management practices that include developing and training staff and Board and Commission members
- Balance available resources to accommodate the growth and maintenance needs of the city
- Identify opportunities for internal efficiencies through recurring analyses and continuous improvement

#### **Maximize the Development Potential of the McKinney National Airport**

- Implement initiatives and strategies to attract and expand corporate and commercial aviation
- Identify and implement land use regulations and policies which preserve and expand long-term operational success
- Improve communication and marketing the value of the McKinney National Airport to the city and region
- Continually maintain national recognition for excellence in Fixed Base Operations

#### **Financially Sound Government**

- Provide funding and organizational frameworks to ensure continual economic improvements
- Balance resources generated by property taxes, sales taxes and fees
- Pursue and maintain an AAA Bond Rating with S&P and Moody's
- Create financial plans for future growth as well as future maintenance

### **Enhance the Quality of Life in McKinney**

- Create affordable and accessible cultural arts activities and quality-of-life resources for all ages throughout the city
- Maximize public / private partnerships
- Develop Parks strategy to preserve green space for future park land
- Continue to market and highlight Downtown McKinney as a unique destination for residents and visitors alike

### **Safe & Secure Community**

- Maintain performance measures that set McKinney apart from other cities
- Pursue and maintain the highest Insurance Service Office (ISO) fire protection classification
- Pursue and maintain low crime rates in comparison to other communities
- Continually increase operational efficiency in public safety departments

*from City of McKinney web page <http://www.mckinneytexas.org/201/Goals>, 7/23/17*



Population	
2010 Census	131,117

#### Estimates as of July 1, 2015

2011 Estimate	137,954
2012 Estimate	143,469
2013 Estimate	149,160
2014 Estimate	156,898
2015 Estimate	162,898

#### Median Age (2010 Census)

Total Median Age	32.7
Male Median Age	31.8
Female Median Age	33.5

#### Total Population by Age (2010 Census)

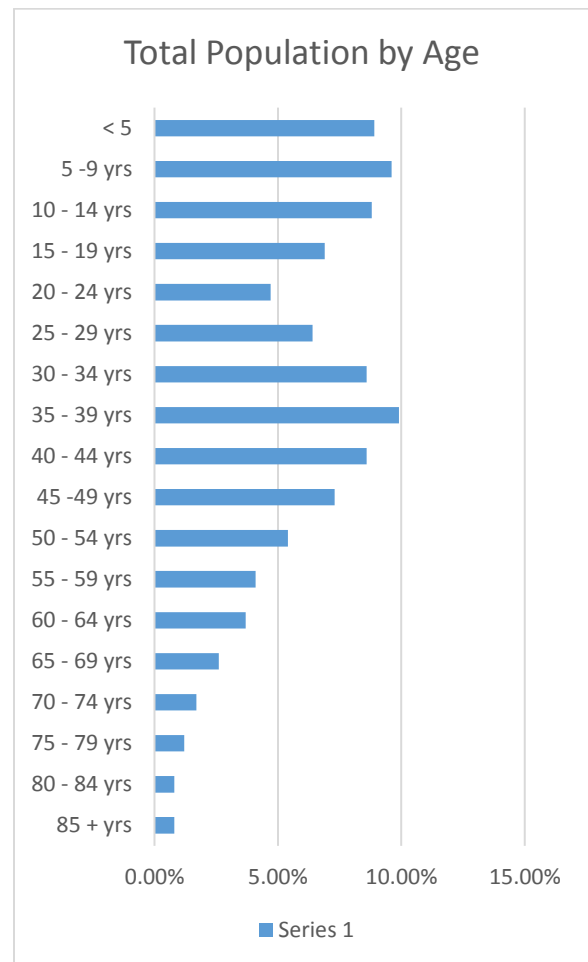
< 5 yrs	11,684	8.9%
5 - 9 yrs	12,579	9.6%
10 - 14 yrs	11,497	8.8%
15 - 19 yrs	9,109	6.9%
20 - 24 yrs	6,205	4.7%
25 - 29 yrs	8,437	6.4%
30 - 34 yrs	11,274	8.6%
35 - 39 yrs	12,958	9.9%
40 - 44 yrs	11,291	8.6%
45 - 49 yrs	9,583	7.3%
50 - 54 yrs	7,053	5.4%
55 - 59 yrs	5,382	4.1%
60 - 64 yrs	4,843	3.7%
65 - 69 yrs	3,344	2.6%
70 - 74 yrs	2,224	1.7%
75 - 79 yrs	1,545	1.2%
80 - 84 yrs	1,055	0.8%
85 + yrs	1,054	0.8%

#### Households (2010 Census)

2000 Census	18,208
2010 Census	44,353
10 Year Change	<b>+143.59%</b> <b>+26,145</b>
Average Household Size	2.91
Average Family Size	3.34

#### Gender Breakdown (2010 Census)

Men	64,434	49.1%
Women	66,683	50.9%



**Detailed Gender Breakdown****Male Population (2010 Census)**

< 5 yrs	6,040	4.6%
5 - 9 yrs	<b>6,458</b>	<b>4.9%</b>
10 - 14 yrs	5,867	4.5%
15 - 19 yrs	4,752	3.6%
20 - 24 yrs	3,195	2.4%
25 – 29 yrs	4,019	3.1%
30 – 34 yrs	5,323	4.1%
35 – 39 yrs	<b>6,278</b>	<b>4.8%</b>
40 – 45 yrs	5,636	4.3%
45 – 49 yrs	4,873	3.7%
50 – 54 yrs	3,457	2.6%
55 – 59 yrs	2,497	1.9%
60 – 64 yrs	2,176	1.7%
65 – 69 yrs	1,537	1.2%
70 – 74 yrs	987	0.8%
75 – 79 yrs	656	0.5%
80 – 84 yrs	368	0.3%
85 + yrs	315	0.2%

**Male Population Cont.**

16 Years +	44,958	34.3%
18 Years +	42,885	32.7%
21 Years +	40,648	31.0%
62 Years +	5,137	3.9%
65 Years +	3,863	2.9%

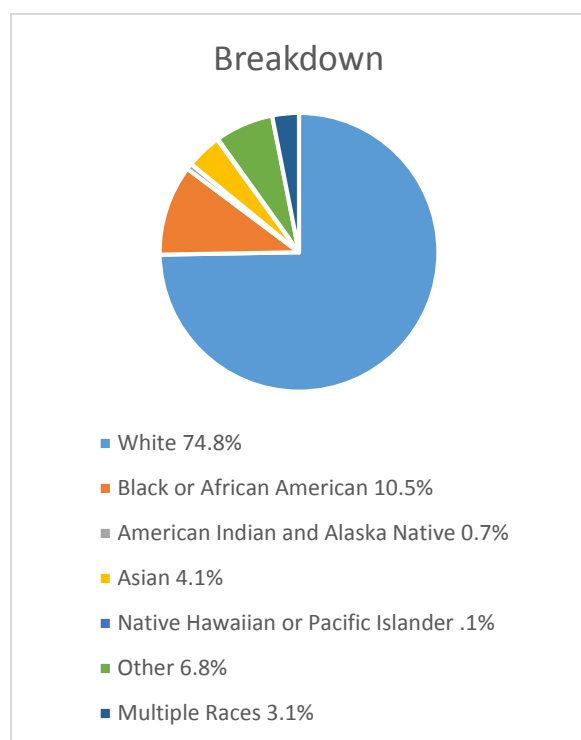
**Detailed Gender Breakdown****Female Population (2010 Census)**

< 5 yrs	5,644	4.3%
5 - 9 yrs	6,121	4.7%
10 - 14 yrs	5,630	4.3%
15 - 19 yrs	4,357	3.3%
20 - 24 yrs	3,010	2.3%
25 – 29 yrs	4,418	3.4%
30 – 34 yrs	5,951	4.5%
35 – 39 yrs	<b>6,680</b>	<b>5.1%</b>
40 – 45 yrs	5,655	4.3%
45 – 49 yrs	4,710	3.6%
50 – 54 yrs	3,596	2.7%
55 – 59 yrs	2,885	2.2%
60 – 64 yrs	2,667	2.0%
65 – 69 yrs	1,807	1.4%
70 – 74 yrs	1,237	0.9%
75 – 79 yrs	889	0.7%
80 – 84 yrs	687	0.5%
85 + yrs	739	0.6%

**Female Population Cont.**

16 Years +	48,241	36.8%
18 Years +	46,326	35.3%
21 Years +	44,333	33.8%
62 Years +	6,943	5.3%
65 Years +	5,359	4.1%

## Race/Ethnicity (2010 Census)

**Total Population 131,117**

White	98,090	74.8%
Black	13,751	10.5%
AI/AN	930	0.7%
Asian	5,325	4.1%
PI	95	0.1%
Other	8,851	6.8%
Multiple Race	4,075	3.1%

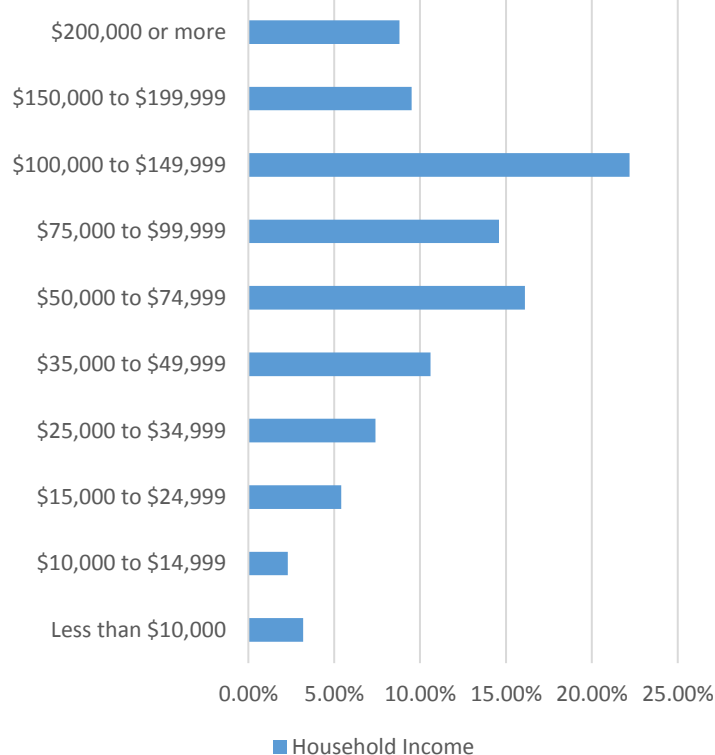
**Detailed Race Breakdown**

<b>Asian Total</b>	<b>5,325</b>	<b>4.1%</b>
Asian Indian	1,287	1.0%
Chinese	975	0.7%
Filipino	887	0.7%
Japanese	124	0.1%
Korean	526	0.4%
Vietnamese	620	0.5%
Other	906	0.7%

<b>Hispanic Total</b>	<b>24,406</b>	<b>18.6%</b>
Mexican	18,917	14.4%
Puerto Rican	839	0.6%
Salvadorian	578	0.4%
Spaniard	362	0.3%
Colombian	359	0.3%
Cuban	290	0.2%
Honduran	286	0.2%
Spanish	270	0.2%
Peruvian	212	0.2%
Guatemalan	178	0.1%
Venezuelan	166	0.1%
Ecuadorian	114	0.1%
Panamanian	106	0.1%
Dominican	103	0.1%
Nicaraguan	88	0.1%
Argentinean	63	0.0%
Chilean	46	0.0%
Bolivian	43	0.0%
Costa Rican	26	0.0%
Other S.A	27	0.0%
Uruguayan	18	0.0%
Spanish Amer.	8	0.0%
Paraguayan	6	0.0%
All Other	1,293	1.0%

**Income****(2014 American Community Survey 5-Year Estimates)****Median Household Income: \$82,988****Mean Household Income: \$100,452****Total Households 47,490**

Less than \$10,000	3.2%
\$10,000 to \$14,999	2.3%
\$15,000 to \$24,999	5.4%
\$25,000 to \$34,999	7.4%
\$35,000 to \$49,999	10.6%
\$50,000 to \$74,999	16.1%
\$75,000 to \$99,999	14.6%
\$100,000 to \$149,999	22.2%
\$150,000 to \$199,999	9.5%
\$200,000 or more	8.8%

**Household Income****Education (American Community Survey 2014)****Population 18 to 24 years**

Less than high school graduate	<b>10.8%</b>
High school graduate (includes equivalency)	<b>23%</b>
Some college or associate's degree	<b>48.8%</b>
Bachelor's degree or higher	<b>17.3%</b>

**Population 25 years and over**

Less than 9th grade	<b>1.6%</b>
9th to 12th grade, no diploma	<b>2.1%</b>
High school graduate (includes equivalency)	<b>12.2%</b>
Some college, no degree	<b>21.8%</b>
Associate's degree	<b>8.5%</b>
Bachelor's degree	<b>36.8%</b>
Graduate or professional degree	<b>16.9%</b>

McKINNEY PUBLIC LIBRARY SYSTEM													
Statistical Analysis - FY2005 - FY2015													
	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	Numeric Difference	Percentage Difference
<b>Customer Usage Activity</b>													
<b>Adult Circulation Transactions</b>	485,006	513,548	514,575	530,527	635,334	612,497	520,782	663,377	675,453	656,482	576,300	91,294	19%
<b>Juvenile Circulation Transactions</b>	115,141	114,116	114,748	122,148	106,956	450,379	574,957	516,162	530,336	541,918	821,387	706,246	613%
<b>Total Circulation Transactions</b>	600,147	627,664	629,323	652,675	742,290	1,062,876	1,095,739	1,179,539	1,205,789	1,198,400	1,397,687	797,540	133%
<b>Reference Transactions</b>	63,998	62,519	56,156	55,362	61,345	104,177	100,871	96,930	121,781	129,981	124,470	60,472	94%
<b>Program Attendance</b>	18,962	17,138	17,759	18,233	16,825	15,189	19,413	18,176	19,074	28,570	30,862	11,900	63%
<b>Customer Visits</b>	254,873	263,181	271,453	269,715	290,788	366,849	358,914	374,473	409,884	428,406	377,798	122,925	48%
<b>Total Customer Service Usage</b>	937,980	970,502	974,691	995,985	1,111,248	1,549,091	1,574,937	1,669,118	1,756,528	1,785,357	1,930,817	992,837	106%
<b>Technology Center Customers</b>	-	-	-	59,976	64,681	64,225	53,946	46,080	54,857	58,472	56,372	-3,604	-6%
<b>Library Cards Issued</b>													
<b>Adult - City</b>	3,201	4,338	5,833	7,314	3,926	7,247	5,039	4,690	5,423	5,241	5,215	2,014	63%
<b>Adult - County</b>	788	1,130	1,475	1,883	1,179	1,401	1,234	1,301	1,251	1,179	1,267	479	61%
<b>Adult Out-of-County</b>	66	68	90	119	74	91	74	90	84	97	43	-23	-35%
<b>Total Adult Cards</b>	4,055	5,536	7,398	9,316	5,179	8,739	6,347	6,081	6,758	6,517	6,525	2,470	61%
<b>Juvenile - City</b>	543	669	905	2,840	1,523	2,304	1,558	1,398	1,694	1,644	1,652	1,109	204%
<b>Juvenile - County</b>	57	94	151	474	314	290	239	247	222	249	157	100	175%
<b>Juvenile Out-of-County</b>	3	1	5	19	11	9	7	9	9	11	4	1	33%
<b>Total Juvenile Cards Issued</b>	603	764	1,061	3,333	1,848	2,603	1,804	1,654	1,925	1,904	1,813	1,210	201%
<b>Other</b>	16	20	21	399	256	746	972	1098	885	799	696	680	4250%
<b>Total Library Cards Issued</b>	4,674	6,320	8,480	13,048	7,283	12,088	9,123	8,833	9,568	9,220	9,034	4,360	93%
<b>Interlibrary Loan Requests</b>	-	-	-	1744	2120	2270	2603	3063	3145	3868	3880	2136	122%
<b>Total Volumes in Collection</b>	122,579	133,033	141,742	149,406	152,245	206,076	219,710	227,585	232,814	237,964	202,612	80,033	65%
<b>Turnover Rate</b>	4.90	4.72	4.44	4.40	4.89	5.20	4.99	5.03	5.08	5.00	5.87	0.97	20%
<b>Population Served *</b>	98,622	107,905	120,033	129,698	135,716	142,944	149,744	153,689	161,838	167,956	177,560	78,938	80%</

**McKinney Public Library  
System**  
Long Range Plan

Peer Comparisons 2011-2015

Appendix C

State Assigned Population	2011	2012	2013	2014	2015	Number Difference	Percentage Difference
Allen	96,214	98,802	101,291	104,035	106,670	10,456	10.87%
Arlington	365,438	373,698	375,600	379,577	383,204	17,766	4.86%
Carrollton	133,187	137,388	149,768	148,062	153,198	20,011	15.02%
Denton	113,383	117,187	121,123	123,099	128,205	14,822	13.07%
Frisco	136,277	140,545	128,176	136,791	145,035	8,758	6.43%
Garland	226,876	231,517	233,564	234,566	235,501	8,625	3.80%
Grand Prairie	175,396	179,100	181,824	183,372	185,453	10,057	5.73%
Irving	216,290	220,702	225,427	228,653	232,406	16,116	7.45%
Lewisville	114,372	118,709	132,137	129,851	136,484	22,112	19.33%
<b>McKinney</b>	<b>149,744</b>	<b>153,689</b>	<b>161,838</b>	<b>167,956</b>	<b>177,560</b>	<b>27,816</b>	<b>18.58%</b>
Mesquite	139,824	142,674	143,195	143,484	144,416	4,592	3.28%
Plano	297,074	269,776	272,068	274,409	278,480	-18,594	-6.26%

Total Operating Expenditures	2011	2012	2013	2014	2015	Number Difference	Percentage Difference
Allen	2,577,843	2,559,940	2,480,632	2,531,588	2,598,024	20,181	0.78%
Arlington	7,524,800	7,556,597	7,615,337	7,650,349	7,745,407	220,607	2.93%
Carrollton	3,624,359	3,566,791	3,406,820	3,499,966	3,590,713	33,646	0.93%
Denton	4,754,785	4,994,659	5,254,102	5,508,432	5,672,431	917,646	19.30%
Frisco	3,275,390	3,568,246	3,234,733	3,706,249	3,813,305	537,915	16.42%
Garland	5,031,370	5,077,821	4,919,384	5,153,498	5,159,193	127,823	2.54%
Grand Prairie	2,396,079	2,331,079	2,334,645	2,344,524	2,338,639	-57,440	-2.40%
Irving	6,200,251	5,882,377	5,808,120	6,185,840	6,538,535	338,284	5.46%
Lewisville	1,770,877	1,795,667	1,903,172	2,031,358	1,974,485	203,608	11.50%
<b>McKinney</b>	<b>2,813,729</b>	<b>2,671,564</b>	<b>2,844,663</b>	<b>2,900,473</b>	<b>3,077,613</b>	<b>263,884</b>	<b>9.38%</b>
Mesquite	2,065,595	1,927,098	1,981,227	1,993,808	2,006,085	-59,510	-2.88%
Plano	10,325,115	10,248,196	10,209,172	10,826,158	10,686,388	361,273	3.50%

Materials Expenditures	2011	2012	2013	2014	2015	Number Difference	Percentage Difference
Allen	267,998	253,265	261,374	298,107	302,779	34,781	12.98%
Arlington	729,572	1,096,491	939,226	937,833	989,171	259,599	35.58%
Carrollton	301,265	320,327	441,049	396,508	425,395	124,130	41.20%
Denton	617,757	607,179	574,537	572,204	611,998	-5,759	-0.93%
Frisco	450,000	663,493	580,195	619,307	629,868	179,868	39.97%
Garland	970,096	1,367,904	1,060,165	1,151,814	1,174,100	204,004	21.03%
Grand Prairie	233,574	188,601	259,401	305,213	308,554	74,980	32.10%
Irving	596,327	616,400	681,900	680,008	847,450	251,123	42.11%
Lewisville	258,338	243,046	264,112	264,362	277,618	19,280	7.46%
<b>McKinney</b>	<b>479,679</b>	<b>523,673</b>	<b>514,992</b>	<b>488,185</b>	<b>362,951</b>	<b>-116,728</b>	<b>-24.33%</b>
Mesquite	230,011	206,970	186,923	221,694	222,278	-7,733	-3.36%
Plano	1,211,669	1,289,489	1,246,012	1,284,500	1,218,899	7,230	0.60%

Expenditures Per Capita	2011	2012	2013	2014	2015	Number Difference	Percentage Difference
Allen	26.79	25.91	24.49	24.33	24.36	-2.43	-9.07%
Arlington	20.59	20.22	20.28	20.15	20.21	-0.38	-1.85%
Carrollton	27.21	25.96	22.75	23.64	23.44	-3.77	-13.86%
Denton	42.34	42.62	43.38	44.75	44.25	1.91	4.51%
Frisco	24.06	25.39	25.24	27.09	26.29	2.23	9.27%
Garland	22.18	21.93	21.06	21.97	21.91	-0.27	-1.22%
Grand Prairie	13.66	13.02	12.84	12.79	12.61	-1.05	-7.69%
Irving	28.67	26.65	25.76	27.05	28.13	-0.54	-1.88%
Lewisville	15.69	15.13	14.4	15.64	14.47	-1.22	-7.78%
<b>McKinney</b>	<b>18.79</b>	<b>17.38</b>	<b>17.58</b>	<b>17.27</b>	<b>17.33</b>	<b>-1.46</b>	<b>-7.77%</b>
Mesquite	14.94	13.51	13.84	13.9	13.89	-1.05	-7.03%
Plano	35.17	37.99	37.52	39.45	38.37	3.2	9.10%

Expenditures for Materials as Percent of Total	2011	2012	2013	2014	2015	Number Difference	Percentage Difference
Allen	10%	10%	11%	12%	12%	2%	20.00%
Arlington	10%	15%	12%	12%	13%	3%	30.00%
Carrollton	8%	9%	13%	11%	12%	4%	50.00%
Denton	13%	12%	11%	10%	11%	-2%	-15.38%
Frisco	13%	19%	18%	17%	17%	4%	30.77%
Garland	19%	27%	22%	22%	23%	4%	21.05%
Grand Prairie	10%	8%	11%	13%	13%	3%	30.00%
Irving	10%	10%	12%	11%	13%	3%	30.00%
Lewisville	15%	14%	14%	13%	14%	-1%	-6.67%
<b>McKinney</b>	<b>17%</b>	<b>20%</b>	<b>18%</b>	<b>17%</b>	<b>12%</b>	<b>-5%</b>	<b>-29.41%</b>
Mesquite	11%	11%	9%	11%	11%	0%	0.00%
Plano	12%	13%	12%	12%	11%	-1%	-8.33%

Total Circulation	2011	2012	2013	2014	2015	Number Difference	Percentage Difference
Allen	794,671	912,246	937,183	984,887	1,027,562	232,891	29.31%
Arlington	2,395,397	2,246,128	2,302,277	2,090,581	2,071,658	-323,739	-13.52%
Carrollton	746,851	700,947	667,529	630,033	602,349	-144,502	-19.35%
Denton	1,402,792	1,859,162	1,325,378	1,255,590	1,267,769	-135,023	-9.63%
Frisco	1,266,866	1,593,654	1,346,900	1,410,434	1,788,695	521,829	41.19%
Garland	1,549,358	1,569,059	1,524,365	1,516,250	1,398,209	-151,149	-9.76%
Grand Prairie	372,299	336,239	310,831	258,865	297,598	-74,701	-20.06%
Irving	1,413,919	2,267,128	1,324,410	1,284,678	1,337,988	-75,931	-5.37%
Lewisville	692,066	685,534	637,396	600,175	602,891	-89,175	-12.89%
<b>McKinney</b>	<b>1,095,739</b>	<b>1,179,539</b>	<b>1,234,275</b>	<b>1,198,400</b>	<b>1,397,687</b>	<b>301,948</b>	<b>27.56%</b>
Mesquite	390,645	368,851	345,828	323,257	328,728	-61,917	-15.85%
Plano	3,444,837	3,909,121	3,880,988	3,844,477	4,239,804	794,967	23.08%

## Appendix C

Library Space (SF) Per Capita	2011	2012	2013	2014	2015	Number Difference	Percentage Difference
Allen	0.55	0.54	0.52	0.51	0.5	-0.05	-9.09%
Arlington	0.35	0.34	0.34	0.34	0.33	-0.02	-5.71%
Carrollton	0.59	0.58	0.53	0.53	0.52	-0.07	-11.86%
Denton	0.69	0.66	0.64	0.63	0.61	-0.08	-11.59%
Frisco	0.37	0.36	0.39	0.4	0.38	0.01	2.70%
Garland	0.53	0.52	0.52	0.52	0.51	-0.02	-3.77%
Grand Prairie	0.3	0.29	0.29	0.29	0.28	-0.02	-6.67%
Irving	0.64	0.63	0.62	0.61	0.47	-0.17	-26.56%
Lewisville	0.68	0.66	0.59	0.6	0.57	-0.11	-16.18%
<b>McKinney</b>	<b>0.35</b>	<b>0.34</b>	<b>0.33</b>	<b>0.32</b>	<b>0.3</b>	<b>-0.05</b>	<b>-14.29%</b>
Mesquite	0.26	0.25	0.25	0.25	0.25	-0.01	-3.85%
Plano	0.57	0.63	0.62	0.62	0.61	0.04	7.02%

Total Collection	2011	2012	2013	2014	2015	Number Difference	Percentage Difference
Allen	122,530	126,442	127,294	132,463	137,867	15,337	12.52%
Arlington	575,388	612,223	642,115	659,938	615,595	40,207	6.99%
Carrollton	179,893	188,364	206,613	194,101	197,306	17,413	9.68%
Denton	255,093	260,471	251,683	256,750	256,338	1,245	0.49%
Frisco	176,242	178,862	182,592	193,111	198,383	22,141	12.56%
Garland	344,842	346,108	342,826	363,784	361,733	16,891	4.90%
Grand Prairie	224,293	223,032	224,681	166,721	139,154	-85,139	-37.96%
Irving	589,423	572,203	539,307	549,612	688,006	98,583	16.73%
Lewisville	180,420	177,068	207,962	205,565	192,983	12,563	6.96%
<b>McKinney</b>	<b>219,710</b>	<b>233,660</b>	<b>232,636</b>	<b>238,028</b>	<b>202,612</b>	<b>-17,098</b>	<b>-7.78%</b>
Mesquite	222,075	222,067	214,405	225,290	237,319	15,244	6.86%
Plano	799,343	788,560	790,000	787,984	797,431	-1,912	-0.24%

Total Collection Per Capita	2011	2012	2013	2014	2015	Number Difference	Percentage Difference
Allen	1.27	1.28	1.26	1.27	1.29	0.02	1.57%
Arlington	1.57	1.64	1.71	1.74	1.61	0.04	2.55%
Carrollton	1.35	1.37	1.38	1.31	1.29	-0.06	-4.44%
Denton	2.25	2.22	2.08	2.09	2	-0.25	-11.11%
Frisco	1.29	1.27	1.42	1.41	1.37	0.08	6.20%
Garland	1.52	1.49	1.47	1.55	1.54	0.02	1.32%
Grand Prairie	1.28	1.25	1.24	0.91	0.75	-0.53	-41.41%
Irving	2.73	2.56	2.39	2.4	2.96	0.23	8.42%
Lewisville	1.58	1.49	1.57	1.58	1.41	-0.17	-10.76%
<b>McKinney</b>	<b>1.47</b>	<b>1.52</b>	<b>1.44</b>	<b>1.42</b>	<b>1.14</b>	<b>-0.33</b>	<b>-22.45%</b>
Mesquite	1.59	1.56	1.5	1.57	1.64	0.05	3.14%
Plano	2.69	2.92	2.9	2.87	2.86	0.17	6.32%

Total Paid Staff	2011	2012	2013	2014	2015	Number Difference	Percentage Difference
Allen	36.18	36.45	36.45	36.6	36.63	0.45	1.24%
Arlington	102.6	106.8	101	91.48	103.05	0.45	0.44%
Carrollton	37.75	37.75	37.25	37.75	37.5	-0.25	-0.66%
Denton	47.18	48.1	50.5	50.5	50.5	3.32	7.04%
Frisco	43	44.38	43	44.5	44.5	1.5	3.49%
Garland	37	67	67.1	67.1	67.11	30.11	81.38%
Grand Prairie	28.5	28	29	31.5	33.5	5	17.54%
Irving	142	77	86.5	84	82.5	-59.5	-41.90%
Lewisville	24.83	24.96	24.91	24.34	24.35	-0.48	-1.93%
<b>McKinney</b>	<b>37</b>	<b>34.15</b>	<b>38.8</b>	<b>37.68</b>	<b>40.13</b>	<b>3.13</b>	<b>8.46%</b>
Mesquite	32.6	32.06	32.05	31.67	31.68	-0.92	-2.82%
Plano	153.91	150.5	150	150	147.25	-6.66	-4.33%

Circulation Per Capita	2011	2012	2013	2014	2015	Number Difference	Percentage Difference
Allen	8.26	9.23	9.25	9.47	9.63	1.37	16.59%
Arlington	6.55	6.01	6.13	5.51	5.41	-1.14	-17.40%
Carrollton	5.61	5.1	4.46	4.26	3.93	-1.68	-29.95%
Denton	12.37	15.86	10.94	10.2	9.89	-2.48	-20.05%
Frisco	9.3	11.34	10.51	10.31	12.33	3.03	32.58%
Garland	6.83	6.78	6.53	6.49	5.94	-0.89	-13.03%
Grand Prairie	2.12	1.88	1.71	1.41	1.6	-0.52	-24.53%
Irving	6.54	10.27	5.88	5.62	5.76	-0.78	-11.93%
Lewisville	6.05	5.77	4.82	4.62	4.42	-1.63	-26.94%
<b>McKinney</b>	<b>7.32</b>	<b>7.67</b>	<b>7.63</b>	<b>7.14</b>	<b>7.87</b>	<b>0.55</b>	<b>7.51%</b>
Mesquite	2.79	2.59	2.42	2.25	2.28	-0.51	-18.28%
Plano	11.6	14.49	14.26	14.01	15.22	3.62	31.21%

**McKinney Public Library System**

Long Range Plan

Staffing Levels 2015

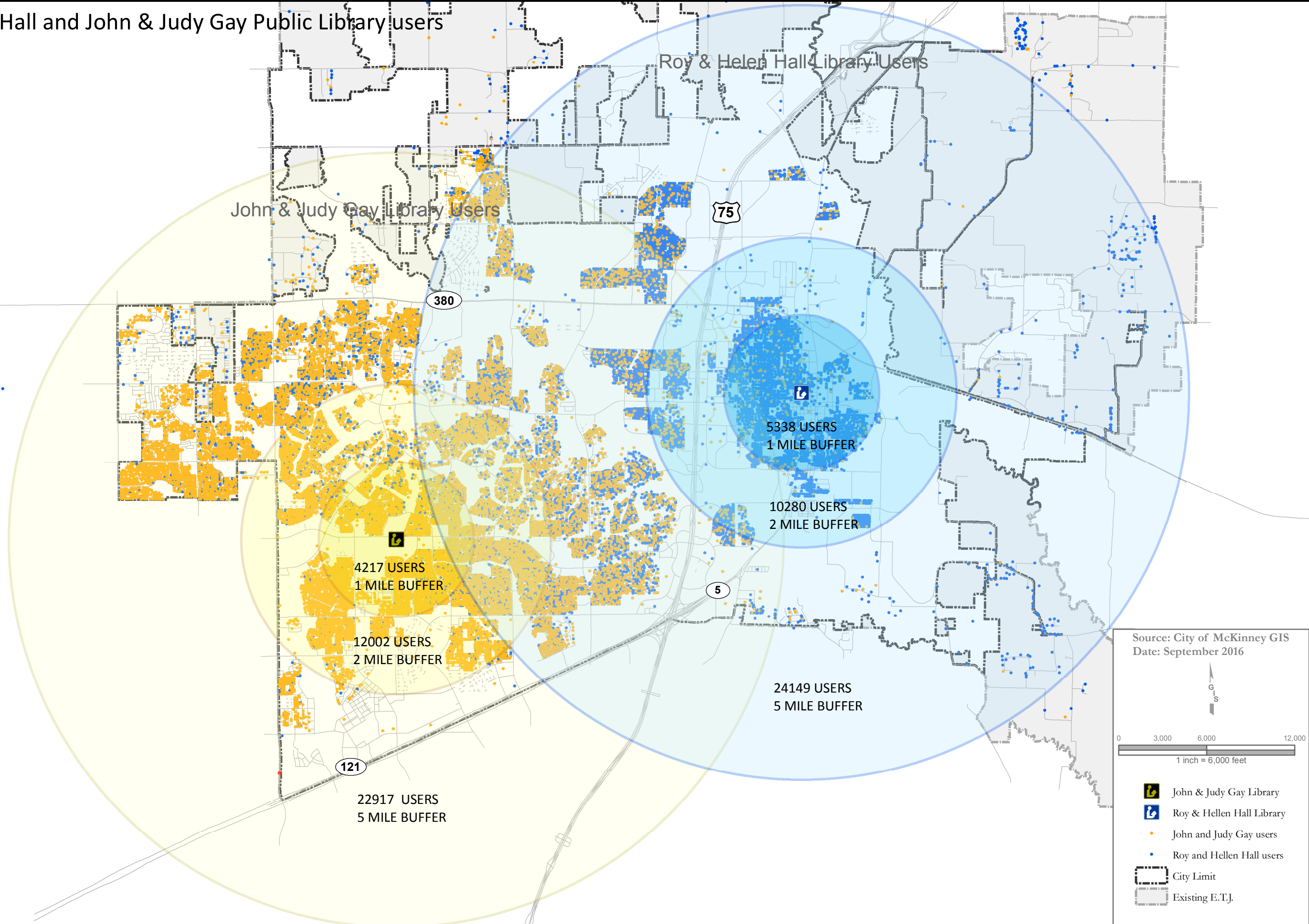
FTE per 1,000 Population	2015	50th Percentile	New FTE Needed by 2022
Allen	0.34		
Arlington	0.27		
Carrollton	0.24		
Denton	0.39		
Frisco	0.31		
Garland	0.28		
Grand Prairie	0.18		
Irving	0.35		
Lewisville	0.18		
<b>McKinney</b>	<b>0.23</b>	<b>0.30</b>	<b>19.00</b>
Mesquite	0.22		
Plano	0.53		



<b>MCKINNEY MEMORIAL PUBLIC LIBRARY</b>				
<b>LONG RANGE PLAN 2017-2022 / STAFFING PLAN *</b>				
<i>Position</i>	<i>RHH</i>	<i>JJGL</i>	<i>Storefront</i>	<i>Business</i>
	<i>Library</i>	<i>Library</i>	<i>Library</i>	<i>Library</i>
<b>Library Staff</b>				
Library Director	1			
Manager	1	2	1	
Administrative Assistant	1			
Librarian Supervisor	1	1		
Librarian II	1	1		1
Librarian I Public Services		3.725	2	
Librarian I Tech Services	1			
Librarian I Youth Services	1	2		
Librarian I Outreach Services			2	
Senior Library Technician	3	1		
Library Technician Public Services	2	3.95	2	0.95
Library Technician Tech Services	2.95			
Library Technician Youth Services	2.475	3.475		
Library Assistant	5	3.4	1.2	
Library Shelver	0.7	2.1	0.35	0.35
Library Courier	1.2			
<b>TOTAL NUMBER OF FTE POSITIONS</b>	<b>24.325</b>	<b>23.65</b>	<b>8.55</b>	<b>2.3</b>
<b>GRAND TOTAL ALL POSITIONS</b>	<b>58.825</b>			

MCKINNEY MEMORIAL PUBLIC LIBRARY				
<b>Current Staff Level</b>				
<i>Position</i>	<i>RHH</i>	<i>JJGL</i>	<i>Storefront</i>	<i>Business</i>
	<i>Library</i>	<i>Library</i>	<i>Library</i>	<i>Library</i>
<b>Library Staff</b>				
Library Director	1			
Manager	1	2		
Administrative Assistant	1			
Librarian Supervisor	1	1		
Librarian II	1	1		
Librarian I Public Services		1		
Librarian I Tech Services	1			
Librarian I Youth Services	1	1		
Librarian I Outreach Services				
Senior Library Technician	3	1		
Library Technician Public Services	2	3.475		
Library Technician Tech Services	2.95			
Library Technician Youth Services	2.475	2		
Library Assistant	5	2.8		
Library Shelver	0.7	1.05		
Library Courier	0.8			
<b>TOTAL NUMBER OF FTE POSITIONS</b>	<b>23.925</b>	<b>16.325</b>	<b>0</b>	<b>0</b>
<b>GRAND TOTAL ALL POSITIONS</b>	<b>40.25</b>			

Roy & Helen Hall and John & Judy Gay Public Library users



# McKinney Public Library System

## Long Range Plan Highlights



## Previous Plan

- Completed 2004, covered 2005-2015.
- Recommended 270,000 SF of Library Space (currently under 60,000)
- Recommended 4 libraries- each larger than Roy and Helen Hall
- Recommended 160 FTE (currently at 40.25)
- Cost of implementation: \$405,768 per capita
- Annual Operating Costs \$13,715,429 (currently \$3.4mm)



## Goals of the Updated Plan

- Shorter Timeframe
- Keep Outline of Previous Plan
- Realistic Expectations
- Measurable Outcomes
- Clear and Transparent Plan
- Full Realization



## Data Driven

- Peer Library Comparisons- Allen, Arlington, Carrollton, Denton, Frisco, Garland, Grand Prairie, Irving, Lewisville, Mesquite, Plano
- Target 50<sup>th</sup> percentile of peer libraries
- Remain conservative in population growth estimates
  - Only 2 peer cities offer fewer library square feet per capita than McKinney
    - Grand Prairie & Mesquite
- Circulation has increased 190% since 2005.
  - 600,147 checkouts (2005) to 1,741,330 checkouts (2017)
  - Since 2011, only Allen, Frisco, and Plano have seen greater circulation growth.



## Collection Development Goals

- Create a bilingual collection by the Spring of 2018.
- Create a “middle zone” collection by Winter of 2018.
- Complete expanded adult fiction genre collections by Winter 2019
- Rearrange Roy and Helen Hall Collections by 2020
- Digitize local history collections, provide online access by Spring 2021



## Library Services Goals

- Increase total circulation by 100%
- Increase all program attendance by 70%
- Increase juvenile library card holders by 60%
- Increase circulation of juvenile materials by 80%
- Increase adult library card holders by 40%
- Increase circulation of adult materials by 20%



## Information Technology Goals

- Offer Color and 2 sided printing by Spring 2018
- Expand digital signage and wayfinding by Fall 2019
- Incorporate database searching into catalog by Winter 2020
- Include e-mail and cloud storage with all library accounts by Winter 2021

## Library Facilities Goals

- Use “pop up” library for outreach to underserved communities by Spring of 2018
- Expansion of John and Judy Gay Library completed by Summer of 2019
- 7,000 sf, 24 hour service storefront library open by Winter 2020
- 3,500 SF Small Business Reference Library at City Hall
  - Open in the event of a new City Hall construction

## Library Staffing Goals

- Roy and Helen Hall Memorial Library
  - 0.4 FTE (additional Courier Position)
- John and Judy Gay Branch Library
  - 7.325 additional FTE
- Storefront Library (24 hours)
  - 8.55 additional FTE
- Business Library
  - 2.3 additional FTE

18.575 total additional FTE places us at 50<sup>th</sup> percentile of peers

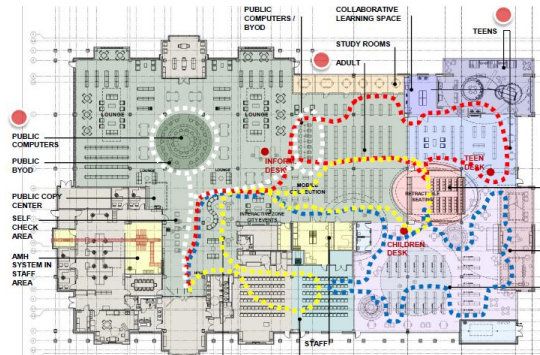


## Library Budget Goals

Fiscal Year	Population Est.	Per Capita Expenditure	Total Expenditure
2018	178,000	\$19.24	\$3,424,323
2019	182,000	\$25.25	\$4,595,227
2020	186,000	\$25.35	\$4,715,444
2021	191,000	\$27.92	\$5,332,491
2022	196,000	\$28.15	\$5,518,072

50<sup>th</sup> percentile of peer libraries per capita expenditure in 2015 was \$23.64

# THANK YOU





17-1100

**TITLE:** CIP Program Updates

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

**MEETING DATE:** November 6, 2017

**DEPARTMENT:** Development Services/Engineering and Public Works

**CONTACT:** Nick Ataie, P.E., CIP Engineering Manager  
Patricia Jackson, P.E., Facilities Construction Manager  
Michael Kowski, Director of Parks and Recreation

**RECOMMENDED CITY COUNCIL ACTION:**

- Receive presentation and discuss issues related to the Capital Improvements Program.

**ITEM SUMMARY:**

- Infrastructure Construction Projects
  - Nick Ataie, P.E., CIP Engineering Manager
- Facility Construction Projects
  - Patricia Jackson, P.E., Facilities Construction Manager
- Parks Projects
  - Michael Kowski, Director of Parks and Recreation

**BACKGROUND INFORMATION:**

- The City's Strategic Plan includes the goals of sustainable, unique neighborhoods, improved mobility within, to and from McKinney and a vibrant historic district including an authentic downtown and neighborhoods. As part of that effort, the City adopts an annual capital improvement program consistent with those goals.

- This presentation will highlight various CIP projects and provide an opportunity for the City Council to be informed on the various projects that are furthering their adopted strategic plan.

**FINANCIAL SUMMARY:**

- N/A

**BOARD OR COMMISSION RECOMMENDATION:**

- N/A

**SUPPORTING MATERIALS:**

[Presentation](#)



# Capital Improvement Program Update

Council Work Session  
November 6, 2017



# Presenters

## Engineering Department

- Nick Ataie, PE, Infrastructure Construction Projects

*Engineering CIP Manager*

## Public Works Department

- Patricia Jackson, PE, Facility Construction Projects

*Facilities Construction Manager*

## Parks, Recreation, and Open Space Department

- Mike Kowski, Park Construction Projects

*Director of Parks & Recreation*



# New CIP Interactive Webmap

**CIP 2018-2022**

HOME 5-YEAR CIP ACTIVE CONSTRUCTION ACTIVE DESIGN

This is an overview of all the Capital Improvement Program (CIP) throughout the City of McKinney for the years 2018 - 2022. Scroll down in this window to see a list of identified projects.

Turn on and off specific layers on the map by clicking the "stacks" icon on the top-left of the map.

Use the search bar on the top-right of the map to locate a specific CIP Project by its project number (some projects do not have a mapped location and will not appear).

AI1648 AIRPORT MASTER PLAN UPDATE  
AI1705 TOYOTA HANGAR EXPANSION  
AI1738 RELOCATE AIRPORT TAXIWAY CONNECTOR  
AI1739 TAXILANE-A REHABILITATION  
AI1740 DESIGN AND CONSTRUCT WEST CENTRAL TAXILANE  
AI1741 TEE/BOX HANGAR TAXILANE CONSTRUCTION  
AI1742 STORMWATER EROSION MITIGATION DES&CONST  
AI3202 AIRCRAFT PARKING RAMP RE-CONSTRUCTION  
AI4315 AIRFIELD MAINTENANCE BUILDING  
AI4377 AIRCRAFT STORAGE HANGAR #2  
CO1606 UPDATE ENG DESIGN/CONSTRUCTION DOCUMENTS  
CO1703 PEARSON FM WADDILL-KENTUCKY  
DR1205 CREEK, LAKE & DAM IMPROVEMENTS  
DR1645 STOVER CREEK MASTER DRAINAGE STUDY  
DR1646 WILSON CREEK UNNAMED TRIBUTARY STUDY  
DR3251 UNNAMED TRIBUTARY DRAINAGE IMPROVEMENTS  
DR4318 CREEK, LAKE, DAM IMPROVEMENT, STUDIES (UMBRELLA)  
DR4319 NRCS EFAL WATERSHED DAM REHAB SITES 15&16  
DR5093 DAM REHABILITATION: NRCS LAKE 4  
DR7158 DAM REHABILITATION: NRCS LAKE 2A  
FC1202 PUBLIC WORKS COMPLEX  
FC1611 DOWNTOWN PARKING (VARIOUS LOTS)  
FC1707 MUNI COMP MASTER PLAN 17  
FC1708 PARKING (9AC) COL REALTY  
FC1709 STARS CENTER EXPANSION  
FC2229 PUBLIC SAFETY PHASE III  
FC2239 ACCESSIBILITY IMPROVEMENTS FOR FACILITIES  
FC4364 POLICE GUN RANGE  
FI3244 FIRE STATION#9-LK FOR/380  
FI1731 FIRE STATION - CRAIG RANCH  
FI3244 FIRE STATION #9 (LAKE FOREST & WILMETH)  
FI4246 FIRE STATION LAND/DESIGN-VIRGINIA/HARDIN

Search for a Project Number

**ST1219**

Project Type: STREETS  
Project Name: VIRGINIA PARKWAY LANES 5 & 6 (BELLEGROVE - US 75)  
Project Number: ST1219  
Project Manager: Blake Sills  
Project Manager Phone: 972-547-3489  
Email Address: [Send Email](#)  
Status: Under Construction  
Notes: Expansion of Virginia Parkway from 4 to 6 lanes  
[Zoom to](#)

HOME 5-YEAR CIP ACTIVE CONSTRUCTION ACTIVE DESIGN

# ACTIVE INFRASTRUCTURE PROJECT SUMMARY

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## COMBINED INFRASTRUCTURE PROJECTS

PROJECT	DESCRIPTION	PHASE
CO1606	Design Manual Updates	DESIGN
CO1703	Pearson Avenue and Related Drainage Improvements	DESIGN
CO1704	Substandard Utility & Street Rehab (East of SH 5)	DESIGN
CO1705	Substandard Utility & Street Rehab (South of Virginia)	DESIGN
CO1706	Substandard Utility & Street Rehab (North of Virginia)	DESIGN
CO9151	Cole Street Reconstruction	CONSTRUCTION

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# INFRASTRUCTURE PROJECT OVERVIEW

## ENGINEERING DESIGN MANUAL UPDATE

CO1606

### Description

Includes publishing of a new *Engineering Design Manual* to replace current Street, Drainage, Water/Wastewater Manuals (adopted in 2010). Also includes publishing of new *Construction Standards and Specifications Manual*.

### Schedule / Status

- Current Status: 90% Complete
- Development Underway as of August 2016
- Estimated Manual Adoption End Q1 (2018)

### Current Financial Summary

Prof Serv: \$358,600



Engineering Design Manual



# INFRASTRUCTURE PROJECT OVERVIEW

## PEARSON AVE & RELATED DRAINAGE IMPROVEMENTS

CO1703

### *Description*

Includes complete pavement rehabilitation along Pearson Ave (Waddill – Kentucky), replacement of wastewater main, and installation of storm drain system (West – Coleman).

### *Schedule / Status*

- Current Status: Design (90% Complete)
- Design Underway as of February 2017
- Estimated Construction Early 2018



### *Current Financial Summary*

Prof Serv: \$322,807

Const: \$2.56MM (Est.)





# INFRASTRUCTURE PROJECT OVERVIEW

## SUBSTANDARD UTILITY & STREET REHAB PROJECTS (VARIOUS LOCATIONS)

CO1704, CO1705, CO1706

### *Description*

Includes replacement of approximately 28,000 linear feet of water main and 23,000 linear feet of wastewater mains previously identified as being in substandard condition.

### *Schedule / Status*

- Current Status: Design (60% Complete)
- Design Underway as of February 2017
- Estimated Construction Early 2018

### *Current Financial Summary*

Prof Serv: \$1,140,096

Const: \$15MM (Est.)



# INFRASTRUCTURE PROJECT OVERVIEW

## COLE STREET RECONSTRUCTION

CO9151

### *Description*

Includes a complete reconstruction of Cole Street from Bass Street to College Street including water, wastewater, storm drainage, and paving.

### *Schedule / Status*

- Current Status: Construction (85% Complete)
- Construction Underway as of November 2016
- Estimated Completion November 2017



### *Current Financial Summary*

Const: \$2.31MM





# ACTIVE INFRASTRUCTURE PROJECT SUMMARY

## STREET INFRASTRUCTURE PROJECTS

<b>ST1219/WA9145</b>	<b>Virginia Parkway Lanes 5 &amp; 6 (Bellegrove - US 75)</b>	<b>CONSTRUCTION</b>
<b>ST1231</b>	<b>Virginia Parkway Lanes 5 &amp; 6 (Ridge – Bellegrove)</b>	<b>CONSTRUCTION</b>
ST1232	FM 546 Reconstruction	CONSTRUCTION
ST1612/ST1613	Redbud Blvd Lanes 3&4 and McLarry Drive Improvements	DESIGN
ST1615	US 380 and Airport Dr Intersection Improvements	DESIGN
ST1617	Ridge Rd (US 380 - Wilmeth)	DESIGN
ST1618	Arterial Capacity Improvements 380/Hardin, Westridge/Custer, Virginia/Ridge	DESIGN
ST1622	Street Rehab Umbrella FY17-18	CONSTRUCTION
ST1649	PROW ADA (Eastside)	DESIGN
<b>ST3211 / ST1614</b>	<b>Hardin Lanes 5 &amp; 6 McKinney Ranch Reconstruction</b>	<b>CONSTRUCTION</b>
ST4227	Bloomdale Road Extension - Community to Hardin	DESIGN
ST4331	Laud Howell Parkway Design/Construction	DESIGN
ST4334	Stonebridge Bridge	DESIGN
ST4372	Country Lane Extension Project	DESIGN
ST4417	Hardin Fence	CONSTRUCTION
ST4422	Trinity Falls Parkway	RIGHT-OF-WAY
ST6093	Lake Forest Drive (Wilmeth – Bloomdale)	COMPLETE
ST9115	Custer Road Design & ROW (US 380 – FM 1461)	DESIGN

## TRAFFIC INFRASTRUCTURE PROJECTS

TR1603	TAPS Pedestrian Safety Enhancements	BIDDING
TR1620/TR1702	FY 17 Traffic Signals	DESIGN



# INFRASTRUCTURE PROJECT OVERVIEW

## VIRGINIA PARKWAY LANES 5 & 6

ST1219, ST1231

### *Description*

Includes the construction of an additional travel lane in each direction from east of Ridge Road to US 75.

### *Schedule / Status*

- Current Status: Construction (35% Complete)
- Construction Underway as of February 2017
- Estimated Completion February 2019

### *Current Financial Summary*

Const: \$13.94MM



# INFRASTRUCTURE PROJECT OVERVIEW

## HARDIN LANES 5 & 6 / MCKINNEY RANCH RECONSTRUCTION

ST1614, ST3211

### *Description*

Includes construction of an additional lane in each direction along Hardin Blvd from SH 121 to McKinney Ranch Pkwy and reconstruction of McKinney Ranch Pkwy as a 4-lane divided roadway east of the MISD Stadium site.

### *Schedule / Status*

- Current Status: Overall Construction (60% Complete)
- Construction Underway as of April 2017
- Estimated Completion February 2018

### *Current Financial Summary*

Const: \$3.37MM



# ACTIVE INFRASTRUCTURE PROJECT SUMMARY

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## WATER INFRASTRUCTURE PROJECTS

WA1624	Redbud Pump Station Transmission Line (794 PP)	CONSTRUCTION
WA1625	University Pump Station - 920 PP Pump	DESIGN
WA1626	McKinney Ranch Pump Station Improvements	DESIGN
WA1629	Water Storage Tank Maintenance (Public Works Inspection List)	DESIGN
WA4266	Club Lake 8-inch Water Line Loop	CONSTRUCTION
WA4340	Redbud Pump Station Transmission Line (850 PP)	DESIGN
WA4415	US 380 Water Line Improvements	DESIGN
WA8132	Redbud Pump Station Site Development	BIDDING
WAXXXX	Club Lake, Forest Hills, Lake Side Water Main Pipe Bursting	DESIGN

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## WASTEWATER INFRASTRUCTURE PROJECTS

WW1623	US 75 & SRT Lift Station, Force Main, and Gravity Line	CONSTRUCTION
WW2245	Aerial Wastewater Crossing Improvements – Erwin Avenue	RIGHT-OF-WAY
WW3255	Aerial Wastewater Crossing Improvements – Jeans Creek	CONSTRUCTION
WW4213	Oversize Participation Bloomdale (Stover Creek)	DESIGN
WW4351	Sanitary Sewer Evaluation Survey (SSES)	DESIGN
WW4366	Bloomdale Road Sanitary Sewer Trunk Line	COMPLETE

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# ACTIVE INFRASTRUCTURE PROJECT SUMMARY

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## DRAINAGE INFRASTRUCTURE PROJECTS

<b>DR1205</b>	<b>King's Lake Bank Stabilization Wall</b>	<b>CONSTRUCTION</b>
DR1646	Glenwood Estates Creek Erosion Study	UNDERWAY
DR5093	NRCS Lake 4 Dam Rehabilitation	DESIGN

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# INFRASTRUCTURE PROJECT OVERVIEW

## KING'S LAKE BANK STABILIZATION

DR1205

### *Description*

Includes a bank stabilization wall in Stonebridge Lake downstream of a large culvert under Glen Oaks Drive and next to 604 King's Lake Drive. The wall collapsed while under construction in November 2015 and is now being repaired.

### *Schedule / Status*

- Current Status: Contractor On-Site Mobilization
- 65 Calendar Day Expected Construction Duration from Notice to Proceed



### *Current Financial Summary*

Prof Serv: \$115,000

Const: \$322,000



# ACTIVE INFRASTRUCTURE PROJECT FINANCIAL SUMMARY

The FY 2018-2022 CIP includes programmed funding for the following infrastructure projects:

Combined Infrastructure	→	\$14 MM Active
Drainage	→	\$8.5 MM Active
Streets	→	\$111 MM Active
Traffic	→	\$2 MM Active
Water/Wastewater	→	\$89 MM Active
<b>FY 18-22 TOTAL ±\$458 MM</b>	→	<b>±\$224 MM Active</b>



# ACTIVE FACILITIES CONSTRUCTION PROJECT SUMMARY

PROJECT	DESCRIPTION	PHASE	APPROVED FUNDING	FY18-22 BUDGET
<b>AI4377</b>	<b>McKinney Air Center Hangar #2 (MACH2)</b>	<b>CONSTRUCTION</b>	<b>\$ 1,500,000</b>	<b>\$ 1,500,000</b>
IT1601	Council Chambers Audio/Visual Systems Upgrades	PUNCH LIST	\$ 913,000	\$ 913,000
FC1202	Public Works Master Plan & Fleet Expansion	MASTER PLAN COMPLETE	\$ 6,000,000	\$ 8,000,000
<b>FC1611</b>	<b>Downtown Parking Lots #1 &amp; #2</b>	<b>COMPLETE</b>	<b>\$ 1,295,525</b>	<b>\$ 1,295,525</b>
FC1707	Future City Hall Master Planning	PROGRAMMING	\$ 336,800	\$ 336,800
<b>FC1709</b>	<b>Dr Pepper StarCenter Expansion</b>	<b>PRE-DESIGN</b>	<b>\$ 10,750,000</b>	<b>\$ 10,750,000</b>
<b>FC2229</b>	<b>Public Safety Support Building</b>	<b>CONSTRUCTION</b>	<b>\$ 9,064,000</b>	<b>\$ 9,064,000</b>
FC2239	Accessibility Improvements for Facilities	ONGOING	\$ 308,000	\$ 2,300,000
<b>FI3244</b>	<b>Fire Station #9</b>	<b>CONSTRUCTION</b>	<b>\$ 8,556,505</b>	<b>\$ 8,556,505</b>
<b>LI1609</b>	<b>John &amp; Judy Gay Library Expansion &amp; Renovation</b>	<b>DESIGN</b>	<b>\$ 9,500,000</b>	<b>\$ 9,500,000</b>





# FACILITIES CONSTRUCTION PROJECT OVERVIEW

## McKINNEY AIR CENTER HANGER #2 (MACH2)

AI4377

### Description

Includes 10,000 square foot aircraft storage hangar at McKinney National Airport with appropriate parking and apron areas. Project delivery method is Competitive Sealed Proposal.

### Schedule / Status

- Current Status: Construction (85% Complete)
- Design (100% Complete)
- Projected Completion – November 2017

### Current Financial Summary

Project Total: \$1.5 Million



# FACILITIES CONSTRUCTION PROJECT OVERVIEW

## DOWNTOWN PARKING LOTS (MDPL1 & MDPL2)

FC1611

### *Description*

Includes 2 separate parking lots in downtown McKinney – one located at 308 N. Tennessee Street with 124 parking spaces and one located at 415 N. Kentucky Street with 47 parking spaces. Project delivery method was Competitive Sealed Proposal.

### *Schedule / Status*

- Current Status: Construction (100% Complete)
- Design (100% Complete)
- Projected Completion – September 2017



### *Current Financial Summary*

Project Total: \$0.9 Million



# FACILITIES CONSTRUCTION PROJECT OVERVIEW

## FIRE STATION #9 (MFS9)

FI3244

### Description

Includes 15,000 square foot fire station with 3 apparatus bays, interior areas for up to 10 on-site personnel along with a community room with appropriate parking and apron areas. Project delivery method is Construction Manager at Risk.

### Schedule / Status

- Current Status: Construction (75% Complete)
- Design (100% Complete)
- Projected Completion – November 2017

### Current Financial Summary

Project Total: \$8.56 Million



# FACILITIES CONSTRUCTION PROJECT OVERVIEW

## PUBLIC SAFETY – SUPPORT BUILDING (MPSB-SB)

FC2229

### *Description*

Includes 27,000 square foot Public Safety support building that will house spaces such as the Police Department's crime lab, property storage and quartermaster, as well as, the Fire Department's logistics warehouse, bunker gear and various work rooms. Project delivery method is Construction Manager at Risk.

### *Schedule / Status*

- Current Status: Construction (80% Complete)
- Design (100% Complete)
- Projected Completion – November 2017

### *Current Financial Summary*

Project Total: \$9.1 Million





# FACILITIES CONSTRUCTION PROJECT OVERVIEW

## DR PEPPER STARCENTER EXPANSION (DPSCE)

FC1709

### *Description*

Includes approximately 46,000 square feet with one additional sheet of ice and the various locker room and team spaces needed . Project delivery method is Design / Build (D/B).

### *Schedule / Status*

- Current Status: D/B Team under evaluation
- Design (0% Complete)
- Projected Completion – November 2018

### *Current Financial Summary*

Project Total: \$8.5 Million



# FACILITIES CONSTRUCTION PROJECT OVERVIEW

## JOHN & JUDY GAY LIBRARY – EXPANSION & RENOVATION (JJGL-E&R)

LI1609

### Description

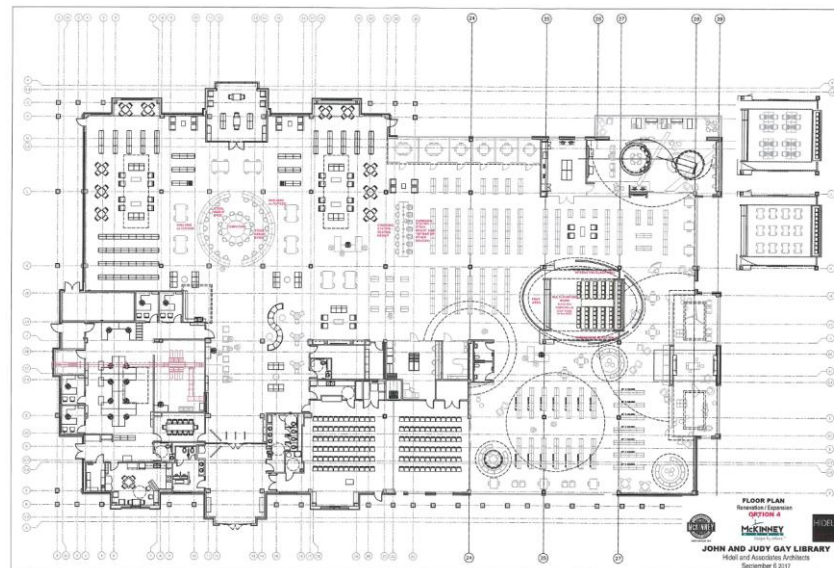
Includes approximately 20,000 square feet of additional space essentially doubling the capacity of the library with appropriate new areas for various collections. Project delivery method is Construction Manager at Risk.

### Schedule / Status

- Current Status: In Design
- Design (10% Complete)
- Projected Completion – Summer 2019

### Current Financial Summary

Project Total: \$9.5 Million



# ACTIVE PARKS PROJECT SUMMARY

PROJECT	DESCRIPTION	PHASE	APPROVED FUNDING	FY18-22 BUDGET
PK1213	HIKE AND BIKE TRAIL CONSTRUCTION	ONGOING	\$ 1,020,000	\$ 2,020,000
PK1701	LAND ACQUISITION (UMBRELLA)	ONGOING	\$ 2,800,166	\$ 2,800,166
PK1735	FY17-18 ZONE J MEDIAN ESCROW	ONGOING	\$ 90,000	\$ 90,000
PK1736	FY17-18 ZONE I MEDIAN ESCROW	ONGOING	\$ 140,000	\$ 140,000
<b>PK4325</b>	<b>PARKS ACCESSIBILITY</b>	<b>ONGOING</b>	<b>\$ 513,369</b>	<b>\$ 1,513,369</b>
PK1643	PROSPER ISD PARK (PRESTWYCK)	LAND ACQUISITION	\$ 2,000,000	\$ 2,000,000
<b>PK9138</b>	<b>STACY ROAD/ROWLETT CREEK H/B - SPCA</b>	<b>LAND ACQUISITION</b>	<b>\$ 540,000</b>	<b>\$ 540,000</b>
PK1211	FINCH PARK PHASE IV	PLANNING	\$ 2,000,000	\$ 2,000,000
PK1737	COTTONWOOD PARK	PLANNING	\$ 150,000	\$ 1,000,000
PK4392	RAUSCHHAUPT RESTROOM RENOVATION	PLANNING	\$ 500,000	\$ 1,000,000
<b>PK4394</b>	<b>SENIOR CENTER EXPANSION</b>	<b>PLANNING</b>	<b>\$ 1,500,000</b>	<b>\$ 9,500,000</b>
PK9143	ERWIN PARK DEV - PHASE I	PLANNING	\$ 200,000	\$ 2,000,000
<b>PK2206</b>	<b>GRAY BRANCH COM. MASTER PLAN</b>	<b>PRE-DESIGN</b>	<b>\$ 1,435,333</b>	<b>\$ 30,000,000</b>
<b>PK3224</b>	<b>GEORGE WEBB PARK</b>	<b>DESIGN</b>	<b>\$ 2,425,000</b>	<b>\$ 2,425,000</b>
<b>PK4396</b>	<b>GABE NESBITT TENNIS EXPANSION</b>	<b>BIDDING</b>	<b>\$ 7,000,000</b>	<b>\$ 7,000,000</b>
PK1644	GOLD STAR FAMILY MEMORIAL	CONSTRUCTION	\$ 165,000	\$ 165,000
PK3222	BONNIE WENK PARK PHASE II	CONSTRUCTION	\$ 8,391,031	\$ 8,391,031
PK4326	COMEGYS CREEK HIKE AND BIKE TRAIL	CONSTRUCTION	\$ 1,133,000	\$ 1,133,000
PK4413	ROWLETT CREEK H/B - 121	CONSTRUCTION	\$ 620,000	\$ 620,000
PK4414	COMMUNITY CENTER PLAYGROUND	CONSTRUCTION	\$ 130,000	\$ 130,000
PK8062	WILSON CREEK HIKE AND BIKE TRAIL	CONSTRUCTION	\$ 986,700	\$ 986,700



# PARKS PROJECT OVERVIEW

## PARK ACCESSIBILITY

PK4325

### Description

Replace and repair areas that are out of ADA compliance. Address citizen complaints as they arise as well as implement the ADA transition plan.

### Schedule / Status

- Current Status: Addressing complaints for ADA swings at several park sites. Added accessible ramp into swing pod at Mary Will Craig Park.
- Completed Artificial Turf Replacement at Al Ruschhaupt Playground

### Current Financial Summary

Project Total: \$250,000 Annually





# PARKS PROJECT OVERVIEW

## STACY ROAD/ROWLETT CREEK/HIKE AND BIKE TRAIL

PK9138

### Description

Includes a 12' concrete hike and bike trail under grade crossing at Stacy Road and Rowlett Creek.

### Schedule / Status

- Current Status: Negotiating Land Acquisition
- Design on hold until easement/land is acquired.

### Current Financial Summary

Project Total: \$500,000



# PARKS PROJECT OVERVIEW

## SENIOR CENTER EXPANSION

PK4394

### *Description*

Renovate the existing facility, increase parking, and add approximately 13,000 SF, effectively doubling the size of the current building.

### *Schedule / Status*

- Current Status: Selection of Design Team



### *Current Financial Summary*

Project Total: \$7,000,000



# PARKS PROJECT OVERVIEW

## GRAY BRANCH MASTER PLAN

PK2206

### Description

Master plan a 212 acre community park that includes lighted ball fields.

### Schedule / Status

- Current Status: Design Contract in negotiations
- Update to existing Master Plan
- Total construction project: +/- \$30 Million

### Current Financial Summary

Project Total: \$935,000



GRAY BRANCH  
212 ACRES

Original - 100 acres - 2009  
Additional - 50 acres - 2013  
62 acres - 2016



# PARKS PROJECT OVERVIEW

## GEORGE WEBB PARK

PK3224

### *Description*

An 11 acre neighborhood park that includes a play structure, musical stations, pavilions, basketball court, interactive dry riverbed, trails, and open space.

### *Schedule / Status*

- Current Status: Construction documents in development
- Design (30% Complete)

### *Current Financial Summary*

Project Total: \$2.4 Million





# PARKS PROJECT OVERVIEW

## GABE NESBITT TENNIS CENTER EXPANSION

PK4396

### Description

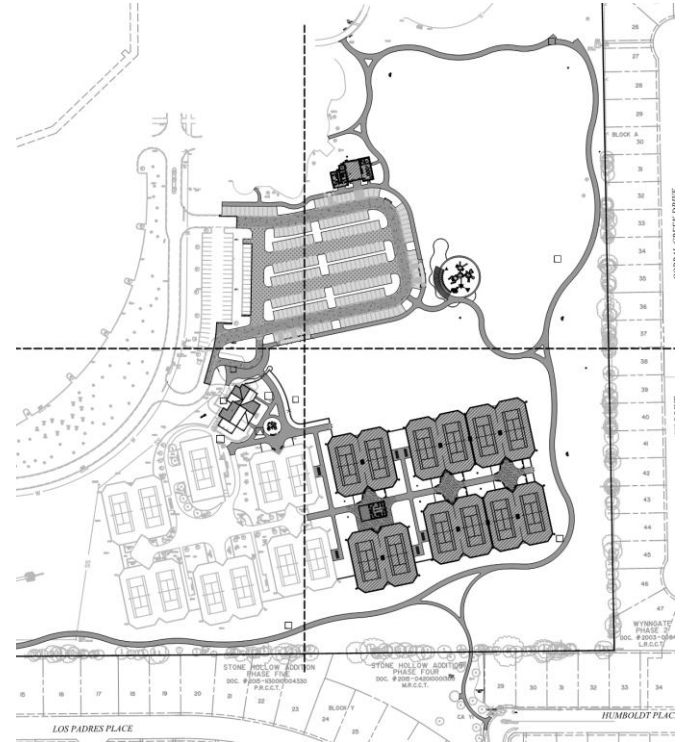
Includes 12 additional tennis courts, play structures, pavilions, restrooms, open space, trails, additional parking and a 3,000 square foot maintenance facility that includes public restrooms and a small office

### Schedule / Status

- Current Status: Advertise to bid October 2017
- Design (100% Complete)

### Current Financial Summary

Project Total: \$7 Million



# PARKS PROJECT OVERVIEW

## GOLD STAR FAMILY MEMORIAL

PK1644

### Description

Includes granite monument and eight lighted flag poles.

### Schedule / Status

- Current Status: Construction (75% Complete)
- Design (100% Complete)
- Projected Completion – December 2017

### Current Financial Summary

Project Total: \$165,000



# PARKS PROJECT OVERVIEW

## BONNIE WENK PARK PHASE II

PK3222

### *Description*

Includes two lighted multi-purpose fields, an all inclusive play structure, restrooms, pavilions, trails, parking, and the extension of the park road to Hardin Blvd.

### *Schedule / Status*

- Current Status: Construction (50% Complete)
- Design (100% Complete)
- Projected Completion – June 2018



### *Current Financial Summary*

Project Total: \$8.4 Million



# PARKS PROJECT OVERVIEW

## COMEGYS HIKE AND BIKE TRAIL

PK4326

### *Description*

Includes a 12' concrete hike and bike trail connection from Malvern Elementary to the McKinney Community Center.

### *Schedule / Status*

- Current Status: Construction (90% complete)
- Design (100% Complete)
- Projected Completion – November 2017



### *Current Financial Summary*

Project Total: \$1,043,000





# PARKS PROJECT OVERVIEW

## ROWLETT CREEK/121 HIKE AND BIKE TRAIL

PK4413

### *Description*

Includes a 12' concrete hike and bike trail connection from the City of Allen trail under Sam Rayburn Tollway (SRT) to the hike and bike trail at the TCP Golf Course.

### *Schedule / Status*

- Current Status: Construction Substantially Complete
- Design (100% Complete)
- Projected Completion – October 2017

### *Current Financial Summary*

Project Total: \$540,000



Looking south towards  
SRT at Craig Ranch  
Parkway



On the bridge overpass  
trail looking north down  
on the trail leading  
underneath SRT



# PARKS PROJECT OVERVIEW

## MCKINNEY COMMUNITY CENTER PLAYGROUND

PK4414

### Description

Includes a 5-12 year old (age group) play structure and swings.

### Schedule / Status

- Current Status: Equipment on Order
- Design (100% Complete)
- Projected Completion – December 2017



### Current Financial Summary

Project Total: \$130,000



# PARKS PROJECT OVERVIEW

## WILSON CREEK HIKE AND BIKE TRAIL

PK8062

### *Description*

Includes a 12' concrete hike and bike trail connection from Grady Littlejohn Ballfields to Eldorado Parkway.

### *Schedule / Status*

- Current Status: Construction Substantially Complete
- Design (100% Complete)
- Projected Completion – November 2017



### *Current Financial Summary*

Project Total: \$708,000





17-1113

**TITLE:** Consider/Discuss the Terms of a New 45-Year Development Agreement in Association with the Pending Municipal Annexations Generally Located in the Northwest Sector of McKinney

**COUNCIL GOAL:** Direction for Strategic and Economic Growth

**MEETING DATE:** November 6, 2017

**DEPARTMENT:** Development Services - Planning Department

**CONTACT:** Jennifer Arnold, Planning Manager  
Aaron Bloxham, Planner II  
Brian Lockley, AICP, CPM, Director of Planning  
Michael Quint, Executive Director of Development Services

**RECOMMENDED CITY COUNCIL ACTION:**

- Consider/discuss and provide direction to staff regarding development agreements associated with pending annexations generally located in the northwest sector of McKinney.

**ITEM SUMMARY:**

- During the September 19, 2017 City Council Meeting, Council approved Resolution No. 2017-09-182, authorizing the City Manager to execute development and annexation agreements in association with the proposed annexation of land generally located in the Northwest Sector of McKinney.
- However, approval during the September 19 meeting only authorized the City Manager to execute the following:
  - Section 43.035 Agreements (“10-Year Agreements”) with property owners who have an agricultural, wildlife management, or timber land ad valorem tax exemption on their property, which agreement would defer annexation for a period of up to 10 years; and

- Section 212.172 Agreements (“3-Year Agreements”) with property owners who do not have an agricultural, wildlife management or timber land ad valorem tax exemption on their property. In general, these agreements do not defer annexation, but provide for a reimbursement equal to a parcel’s payment of its city ad valorem taxes for a period of three years following annexation (save and except any rollback taxes).
- After completing the Public Hearing process, the Council directed staff to prepare a new and single agreement that could be offered, subject to City Council approval, to all property owners in the proposed annexation area (referred to as the “45-Year agreement”) (see attached) with modified terms that include the following:
  - Property owners would maintain their ETJ status for a period of 45 years
  - The limitations and development of the property would be subject to the specific terms described within the agreement (as opposed to the AG - Agricultural District zoning standards)
  - Exceptions to and expansion of the terms of the agreement may be considered over time and through mutual agreement by the city and property owner
  - Property owners would be able to construct an additional single family residential home for a family member on the same tract
  - Property owners may elect the effective date of the agreement to enable opting out of the agreement if the proposed annexation area is not annexed before December 1, 2017.
- Because of the direction from the Council to only draft and deliver a new, single agreement for all property owners within the proposed annexation area, formal consideration of the new agreement is necessary.

#### **BACKGROUND INFORMATION:**

- The annexation of land is governed by Chapter 43 of the Texas Local Government Code. This Chapter outlines the steps and procedures that must be followed in order to incorporate land that is within a municipality’s extraterritorial jurisdiction (ETJ) into its corporate city limits. The proposed annexation is following these statutory obligations.
- The City Council has agreed that portions of its Extraterritorial Jurisdiction (ETJ) generally located in the Northwest Sector of McKinney should be annexed into its corporate limits.
- During the September 19, 2017 City Council Meeting, Council approved Resolution No. 2017-09-182, authorizing the City Manager to execute development and annexation agreements in association with the proposed annexation of land generally located in the Northwest Sector of McKinney.

- However, approval during the September 19 meeting only authorized the City Manager to execute the following:
  - Section 43.035 (10-Year) Agreements with property owners who have an agricultural, wildlife management, or timber land ad valorem tax exemption on their property, which agreement would defer annexation for a period of up to 10 years; and
  - Section 212.172 (3-Year) Agreements with property owners who do not have an agricultural, wildlife management, or timber land ad valorem tax exemption on their property. In general, these agreements do not defer annexation, but provide for a reimbursement equal to that parcel's payment of city ad valorem taxes for a period of three years following annexation (save and except any rollback taxes).

**SUPPORTING MATERIALS:**

[212.172 Agreement \(3 Year\)](#)

[43.035 Agreement \(10 Year\)](#)

[Modified Agreement \(45 year\)](#)



AFTER RECORDING, RETURN TO:

City Secretary  
City of McKinney  
P.O. Box 517  
222 N. Tennessee Street  
McKinney, Texas 75069

**STATE OF TEXAS**           §  
  §  
**COUNTY OF COLLIN**       §

**ANNEXATION AGREEMENT**

(Agricultural, Wildlife Management or Timber Land)

This Annexation Agreement ("Agreement") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2017, ("Effective Date") by and between the City of McKinney, Texas, ("City") and \_\_\_\_\_ (hereinafter referred to as "Owner," whether one or more) on the terms and conditions hereinafter set forth.

**WHEREAS**, Owner owns approximately \_\_\_\_\_ acres, more or less, situated in the \_\_\_\_\_ Survey, Abstract No. \_\_\_\_\_, Collin County, Texas, as is more particularly described in Exhibit "A," attached hereto and incorporated herein for all purposes allowed by law ("Property"); and

**WHEREAS**, the City desires to involuntarily annex certain lands including the Property; and

**WHEREAS**, the Owner objects to involuntary annexation by the City and desires to have the Property remain in the City's extraterritorial jurisdiction as well as retain the agricultural, wildlife management or timber land ad valorem tax exemption status on a certain portion thereof, in consideration for which the Owner agrees to enter into this Agreement; and

**WHEREAS**, the Owner's above-recited objection to involuntary annexation by the City shall not be construed as: (1) satisfying the requirements of filing a written protest under Chapter 43 of the Texas Local Government Code, including but not limited to Section 43.063(b); or (2) negating or having any effect on the Property being deemed to be voluntarily annexed if same should occur pursuant to Section 3 or Section 5 of this Agreement; and

**WHEREAS**, the City does not make any guarantee as to the Property retaining any specific tax status or classification, whether agriculture, wildlife management, timber land or otherwise, as such tax classifications are determined by the Central Appraisal District of Collin County and not by the City; and

**WHEREAS**, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

**WHEREAS**, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors and assigns for the Full Term (as defined in Section 6 of this Agreement); and

**WHEREAS**, this Development Agreement is to be recorded in the Real Property Records of Collin County;

**NOW, THEREFORE**, in consideration of the mutual benefits and premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Owner agree as follows:

1. Land Subject to Agreement. The land that is subject to this Agreement is the Property. Owner represents that it is the sole owner of the Property.

2. Continuation of Extraterritorial Status. The City guarantees and agrees to the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this Agreement. Except as specifically provided in this Agreement, the City agrees not to annex the Property and agrees not to involuntarily institute proceedings to annex the Property.

3. Owner's Obligations to Maintain Extraterritorial Status. The Owner covenants and agrees not to use the Property for any use other than for agriculture, including the raising of livestock and crops, wildlife management, and/or timber land consistent with Chapter 23 of the Texas Tax Code, without the prior written consent of the City.

The Owner further covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Collin County or the City until the Property has been annexed into, and zoned by, the City.

The Owner covenants and agrees not to construct, or allow to be constructed, any buildings on the Property that would require a building permit if the Property were in the City's corporate limits, until the Property has been annexed into, and zoned by, the City unless such construction is otherwise allowed in an AG-Agricultural District zone within the City save and except to the extent that the construction of such building(s) terminates or invalidates the agricultural, wildlife management, or timber land ad valorem tax exemption applicable to the Property. Owner agrees to obtain permits and inspections from the City, and pay all related fees therefore, when constructing or allowing the construction, on the Property, of buildings that are otherwise allowed in an AG-Agricultural District zone within the City and which buildings do not terminate or invalidate the agricultural, wildlife management, or timber land ad valorem tax exemption applicable to the Property. The Owner also covenants and agrees that the City's AG-Agricultural District zoning requirements, as such requirements may be



amended, apply to the Property; and, that the Property shall be used only for AG-Agricultural District zoning uses that exist on that Property at the time of the execution of this Agreement, unless otherwise provided in this Agreement. However, the Owner may construct an accessory structure to an existing single-family dwelling in compliance with all applicable City ordinances and codes.

The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and **the Owner who signs this Agreement covenants and agrees, jointly and severally, to indemnify, hold harmless, and defend the City against any and all legal claims, by any person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.**

4. City Regulation of Use and Development. Pursuant to Sections 43.035(b)(1)(B) of the Texas Local Government Code, the City is authorized to enforce all of the City's regulations and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's corporate limits. The use and development of the Property before and after annexation shall conform to the uses, space limitations, density, layout, permitting requirements (including but not limited to submittal of site plans and plats) and development standards (including but not limited to architectural and site standards requirements, parking standards and landscaping standards) set forth by the ordinances of the City (including but not limited to the Comprehensive Zoning Ordinance and the Subdivision Regulations), as they presently exist or may be amended. Prior to annexation, the Property shall be developed as if it has been designated with agricultural zoning. The City states and specifically reserves its authority pursuant to Chapter 251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

5. Annexation and Zoning. The City will not annex the Property, unless requested to do so by Owner, during the term of this Agreement, provided that Owner complies with the terms and conditions of this Agreement. The parties agree that the City, in its sole discretion, shall determine whether Owner is in compliance with the Agreement and whether it will approve annexation of the Property. Simultaneously with the termination of this Agreement, the City and Owner agree that the City may, in its sole discretion, initiate annexation proceedings for the Property (the "Annexation").

6. Term. This Agreement is an agreement authorized by Section 212.172 of the Texas Local Government Code. This Agreement is effective as of the date that both the City and the Owner have duly approved, executed and delivered this Agreement. The initial term of this Agreement (the "Initial Term") is five (5) years from the effective date. Upon expiration of the Initial Term, this Agreement shall automatically renew for up to one (1) additional extension term of five (5) years unless — at least 120 days prior to the expiration of the Initial Term or any extension term — the City or Owner provides

written notice as set forth in Section 8 of this Agreement that either party intends to terminate the Agreement upon expiration of the Initial Term or any extension thereof, as applicable. The "Full Term" of this Agreement is defined as the period beginning on the effective date and ending on the date that this Agreement terminates. The term of this Agreement shall not be affected by the fact that some or all of the Property is annexed into the corporate limits of the City.

The Owner, and all of the Owner's heirs, successors and assigns, shall be deemed to have filed a petition for voluntary annexation far enough in advance of the end of the Full Term, to allow for annexation of the Property, or any portion thereof, to be completed on or after the end of the Term. The Owner agrees that any such annexation shall be conclusively presumed to have been adopted with the consent of all appropriate and necessary persons and entities as though a petition for annexation had been duly tendered by all of the owners of the Property. The City may initiate procedures in preparation for such an annexation of all or a portion of the Property under this Section 6 before the expiration of this Agreement, provided, however, that the City may not annex any part of the Property under this Section 6 before the expiration of this Agreement. Further, as an express condition to City's right to annex the Property or any portion thereof under this Section 6, the City must first approve a service plan to provide full municipal services to any portion of the Property annexed in the manner set forth in Section 43.056(b), (c), (e), and (f) of the Texas Local Government Code, as such provisions exist as of the effective date of this Agreement.

If annexation proceedings begin pursuant to this Section 6, the Owner agrees that the Owner will not in any manner contest any annexation of the Property or any portion thereof initiated by the City under this Section 6 or any annexation of the Property or any portion thereof otherwise completed by the City after the Full Term. In connection with annexation pursuant to this section, the Owner hereby waives any vested rights they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

7. Default. If any party breaches any of the terms of this Agreement, then that party shall be in default ("Defaulting Party") of this Agreement ("Event of Default"). If an Event of Default occurs, the non-defaulting party shall give the Defaulting Party written notice of such Event of Default, and if the Defaulting Party has not cured such Event of Default within thirty (30) days of said written notice, this Agreement is breached. Each party is entitled to all remedies available to it at law or in equity.

The Owner acknowledges that if any plat or related development document is filed in violation of this Agreement or if the Owner commences development of the Property in violation of this Agreement, then any provision of this Agreement that restricts or otherwise limits the City's ability to annex the Property or any portion thereof is void. Upon such an occurrence, in addition to the City's other remedies, such act shall

constitute a petition for voluntary annexation by the Owner and the Property will be subject to annexation at the discretion of the City Council. The Owner, and all of the Owner's heirs, successors and assigns, agrees that such annexation shall be conclusively presumed voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner with the consent of all appropriate and necessary persons and entities. However, as an express condition to City's right to annex the Property, the City must approve a service plan to provide full municipal services to any portion of the Property annexed in the manner set forth in Section 43.056(b), (c), (e), and (f) of the Texas Local Government Code, as such provisions exist as of the effective date of this Agreement. The Owner further agrees that the Owner will not in any manner contest any annexation of the Property or any portion thereof initiated by the City under this Section 7 or any annexation of the Property or any portion thereof completed by the City after the conclusion of the full term of this Agreement. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 3 herein and this Section 7.

8. Notice. Any notice required or permitted to be delivered hereunder shall be deemed to be delivered, whether or not actually received, when deposited in the United States Mail, postage pre-paid, certified mail, return receipt requested, addressed to either party, as the case may be, at the addresses contained below:

City: City of McKinney  
P.O. Box 517  
222 N. Tennessee Street  
McKinney, Texas 75069  
Attn: City Manager

With copy to: Mark S. Houser, City Attorney  
Brown & Hofmeister, L.L.P.  
740 E. Campbell Road  
Suite 800  
Richardson, Texas 75081

Owner: NAME  
ADDRESS  
CITY, STATE ZIP

9. Miscellaneous.

(a) Agreement Runs With the Property. This Agreement shall run with the Property and shall be binding on and inure to the benefit of the Owner's successors and assigns.

(b) Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the mutual written agreement of the parties hereto.

(c) Venue. This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Collin County, Texas. Exclusive venue shall be in Collin County, Texas.

(d) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

(e) Savings/Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held by a court of competent jurisdiction to be invalid illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid illegal or unenforceable provision had never been contained herein.

(f) Subsequent Statutory Changes. Unless specifically citing its retroactive effect, no subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

(g) No Chapter 245 Permit. Pursuant to Section 43.035(e) of the Texas Local Government Code this Agreement, and any requirement contained in this Agreement, shall not constitute a "permit" as defined in Chapter 245 of the Texas Local Government Code. **THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

**IN WITNESS WHEREOF**, the parties have executed this Agreement and caused this Agreement to be effective on the latest date as reflected by the signatures below.

***CITY OF MCKINNEY***

By: \_\_\_\_\_  
PAUL G. GRIMES  
City Manager

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

ATTEST:

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

**OWNERS:**

By: \_\_\_\_\_  
[OWNER NAME]

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

By: \_\_\_\_\_  
[OWNER NAME]

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

THE STATE OF TEXAS   §  
COUNTY OF COLLIN   §

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

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

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

THE STATE OF TEXAS,  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on this day by \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes set forth therein.

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

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

THE STATE OF TEXAS,  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on this day by \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes set forth therein.

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

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

**Exhibit "A"**  
**Description and Depiction of Property**

Draft

AFTER RECORDING, RETURN TO:

City Secretary  
City of McKinney  
P.O. Box 517  
222 N. Tennessee Street  
McKinney, Texas 75069

**STATE OF TEXAS**           §  
  §  
**COUNTY OF COLLIN**       §

**ANNEXATION AGREEMENT**

(Agricultural, Wildlife Management or Timber Land)

This Annexation Agreement ("Agreement") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2017, ("Effective Date") by and between the City of McKinney, Texas, ("City") and \_\_\_\_\_ (hereinafter referred to as "Owner," whether one or more) on the terms and conditions hereinafter set forth.

**WHEREAS**, Owner owns approximately \_\_\_\_\_ acres, more or less, situated in the \_\_\_\_\_ Survey, Abstract No. \_\_\_\_\_, Collin County, Texas, as is more particularly described in Exhibit "A," attached hereto and incorporated herein for all purposes allowed by law ("Property"); and

**WHEREAS**, the City desires to involuntarily annex certain lands including the Property; and

**WHEREAS**, the Owner objects to involuntary annexation by the City and desires to have the Property remain in the City's extraterritorial jurisdiction as well as retain the agricultural, wildlife management or timber land ad valorem tax exemption status on a certain portion thereof, in consideration for which the Owner agrees to enter into this Agreement; and

**WHEREAS**, the Owner's above-recited objection to involuntary annexation by the City shall not be construed as: (1) satisfying the requirements of filing a written protest under Chapter 43 of the Texas Local Government Code, including but not limited to Section 43.063(b); or (2) negating or having any effect on the Property being deemed to be voluntarily annexed if same should occur pursuant to Section 3 or Section 5 of this Agreement; and

**WHEREAS**, the City does not make any guarantee as to the Property retaining any specific tax status or classification, whether agriculture, wildlife management, timber land or otherwise, as such tax classifications are determined by the Central Appraisal District of Collin County and not by the City; and

**WHEREAS**, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and



**WHEREAS**, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors and assigns for the Full Term (as defined in Section 6 of this Agreement); and

**WHEREAS**, this Development Agreement is to be recorded in the Real Property Records of Collin County;

**NOW, THEREFORE**, in consideration of the mutual benefits and premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Owner agree as follows:

1. Land Subject to Agreement. The land that is subject to this Agreement is the Property. Owner represents that it is the sole owner of the Property.

2. Continuation of Extraterritorial Status. The City guarantees and agrees to the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this Agreement. Except as specifically provided in this Agreement, the City agrees not to annex the Property and agrees not to involuntarily institute proceedings to annex the Property.

3. Owner's Obligations to Maintain Extraterritorial Status. The Owner covenants and agrees not to use the Property for any use other than for agriculture, including the raising of livestock and crops, wildlife management, and/or timber land consistent with Chapter 23 of the Texas Tax Code, without the prior written consent of the City.

The Owner further covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Collin County or the City until the Property has been annexed into, and zoned by, the City.

The Owner covenants and agrees not to construct, or allow to be constructed, any buildings on the Property that would require a building permit if the Property were in the City's corporate limits, until the Property has been annexed into, and zoned by, the City unless such construction is otherwise allowed in an AG-Agricultural District zone within the City save and except to the extent that the construction of such building(s) terminates or invalidates the agricultural, wildlife management, or timber land ad valorem tax exemption applicable to the Property. Owner agrees to obtain permits and inspections from the City, and pay all related fees therefore, when constructing or allowing the construction, on the Property, of buildings that are otherwise allowed in an AG-Agricultural District zone within the City and which buildings do not terminate or invalidate the agricultural, wildlife management, or timber land ad valorem tax exemption applicable to the Property. The Owner also covenants and agrees that the City's AG-Agricultural District zoning requirements, as such requirements may be

amended, apply to the Property; and, that the Property shall be used only for AG-Agricultural District zoning uses that exist on that Property at the time of the execution of this Agreement, unless otherwise provided in this Agreement. However, the Owner may construct an accessory structure to an existing single-family dwelling in compliance with all applicable City ordinances and codes.

The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and **the Owner who signs this Agreement covenants and agrees, jointly and severally, to indemnify, hold harmless, and defend the City against any and all legal claims, by any person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.**

4. City Regulation of Use and Development. Pursuant to Sections 43.035(b)(1)(B) of the Texas Local Government Code, the City is authorized to enforce all of the City's regulations and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's corporate limits. The use and development of the Property before and after annexation shall conform to the uses, space limitations, density, layout, permitting requirements (including but not limited to submittal of site plans and plats) and development standards (including but not limited to architectural and site standards requirements, parking standards and landscaping standards) set forth by the ordinances of the City (including but not limited to the Comprehensive Zoning Ordinance and the Subdivision Regulations), as they presently exist or may be amended. Prior to annexation, the Property shall be developed as if it has been designated with agricultural zoning. The City states and specifically reserves its authority pursuant to Chapter 251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

5. Annexation and Zoning. The City will not annex the Property, unless requested to do so by Owner, during the term of this Agreement, provided that Owner complies with the terms and conditions of this Agreement. The parties agree that the City, in its sole discretion, shall determine whether Owner is in compliance with the Agreement and whether it will approve annexation of the Property. Simultaneously with the termination of this Agreement, the City and Owner agree that the City may, in its sole discretion, initiate annexation proceedings for the Property (the "Annexation").

6. Term. This Agreement is an agreement authorized by Section 212.172 of the Texas Local Government Code. This Agreement is effective as of the date that both the City and the Owner have duly approved, executed and delivered this Agreement. The initial term of this Agreement (the "Initial Term") is five (5) years from the effective date. Upon expiration of the Initial Term, this Agreement shall automatically renew for up to one (1) additional extension term of five (5) years unless — at least 120 days prior to the expiration of the Initial Term or any extension term — the City or Owner provides

written notice as set forth in Section 8 of this Agreement that either party intends to terminate the Agreement upon expiration of the Initial Term or any extension thereof, as applicable. The "Full Term" of this Agreement is defined as the period beginning on the effective date and ending on the date that this Agreement terminates. The term of this Agreement shall not be affected by the fact that some or all of the Property is annexed into the corporate limits of the City.

The Owner, and all of the Owner's heirs, successors and assigns, shall be deemed to have filed a petition for voluntary annexation far enough in advance of the end of the Full Term, to allow for annexation of the Property, or any portion thereof, to be completed on or after the end of the Term. The Owner agrees that any such annexation shall be conclusively presumed to have been adopted with the consent of all appropriate and necessary persons and entities as though a petition for annexation had been duly tendered by all of the owners of the Property. The City may initiate procedures in preparation for such an annexation of all or a portion of the Property under this Section 6 before the expiration of this Agreement, provided, however, that the City may not annex any part of the Property under this Section 6 before the expiration of this Agreement. Further, as an express condition to City's right to annex the Property or any portion thereof under this Section 6, the City must first approve a service plan to provide full municipal services to any portion of the Property annexed in the manner set forth in Section 43.056(b), (c), (e), and (f) of the Texas Local Government Code, as such provisions exist as of the effective date of this Agreement.

If annexation proceedings begin pursuant to this Section 6, the Owner agrees that the Owner will not in any manner contest any annexation of the Property or any portion thereof initiated by the City under this Section 6 or any annexation of the Property or any portion thereof otherwise completed by the City after the Full Term. In connection with annexation pursuant to this section, the Owner hereby waives any vested rights they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

7. Default. If any party breaches any of the terms of this Agreement, then that party shall be in default ("Defaulting Party") of this Agreement ("Event of Default"). If an Event of Default occurs, the non-defaulting party shall give the Defaulting Party written notice of such Event of Default, and if the Defaulting Party has not cured such Event of Default within thirty (30) days of said written notice, this Agreement is breached. Each party is entitled to all remedies available to it at law or in equity.

The Owner acknowledges that if any plat or related development document is filed in violation of this Agreement or if the Owner commences development of the Property in violation of this Agreement, then any provision of this Agreement that restricts or otherwise limits the City's ability to annex the Property or any portion thereof is void. Upon such an occurrence, in addition to the City's other remedies, such act shall

constitute a petition for voluntary annexation by the Owner and the Property will be subject to annexation at the discretion of the City Council. The Owner, and all of the Owner's heirs, successors and assigns, agrees that such annexation shall be conclusively presumed voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner with the consent of all appropriate and necessary persons and entities. However, as an express condition to City's right to annex the Property, the City must approve a service plan to provide full municipal services to any portion of the Property annexed in the manner set forth in Section 43.056(b), (c), (e), and (f) of the Texas Local Government Code, as such provisions exist as of the effective date of this Agreement. The Owner further agrees that the Owner will not in any manner contest any annexation of the Property or any portion thereof initiated by the City under this Section 7 or any annexation of the Property or any portion thereof completed by the City after the conclusion of the full term of this Agreement. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 3 herein and this Section 7.

8. Notice. Any notice required or permitted to be delivered hereunder shall be deemed to be delivered, whether or not actually received, when deposited in the United States Mail, postage pre-paid, certified mail, return receipt requested, addressed to either party, as the case may be, at the addresses contained below:

City: City of McKinney  
P.O. Box 517  
222 N. Tennessee Street  
McKinney, Texas 75069  
Attn: City Manager

With copy to: Mark S. Houser, City Attorney  
Brown & Hofmeister, L.L.P.  
740 E. Campbell Road  
Suite 800  
Richardson, Texas 75081

Owner: NAME  
ADDRESS  
CITY, STATE ZIP

9. Miscellaneous.

(a) Agreement Runs With the Property. This Agreement shall run with the Property and shall be binding on and inure to the benefit of the Owner's successors and assigns.

(b) Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the mutual written agreement of the parties hereto.

(c) Venue. This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Collin County, Texas. Exclusive venue shall be in Collin County, Texas.

(d) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

(e) Savings/Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held by a court of competent jurisdiction to be invalid illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid illegal or unenforceable provision had never been contained herein.

(f) Subsequent Statutory Changes. Unless specifically citing its retroactive effect, no subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

(g) No Chapter 245 Permit. Pursuant to Section 43.035(e) of the Texas Local Government Code this Agreement, and any requirement contained in this Agreement, shall not constitute a "permit" as defined in Chapter 245 of the Texas Local Government Code. **THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

**IN WITNESS WHEREOF**, the parties have executed this Agreement and caused this Agreement to be effective on the latest date as reflected by the signatures below.

***CITY OF MCKINNEY***

By: \_\_\_\_\_  
PAUL G. GRIMES  
City Manager

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

ATTEST:

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

**OWNERS:**

By: \_\_\_\_\_  
[OWNER NAME]

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

By: \_\_\_\_\_  
[OWNER NAME]

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

THE STATE OF TEXAS §  
COUNTY OF COLLIN §

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

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

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

THE STATE OF TEXAS,  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on this day by \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes set forth therein.

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

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

THE STATE OF TEXAS,  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on this day by \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes set forth therein.

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

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

**Exhibit “A”**  
**Description and Depiction of Property**

Draft



AFTER RECORDING, RETURN TO:

City Secretary  
City of McKinney  
P.O. Box 517  
222 N. Tennessee Street  
McKinney, Texas 75069

**STATE OF TEXAS           §**  
**§**  
**COUNTY OF COLLIN       §**

**DEVELOPMENT AGREEMENT**

This Development Agreement ("Agreement") is made and entered into as of November 15, 2017, by and between the City of McKinney, Texas, (the "City") and the owner of property in the City's extraterritorial jurisdiction identified on the signature page of this Agreement (whether one or more, "Owner") on the terms and conditions hereinafter set forth to be effective on the date designated by Owner on the signature page of this Agreement (the "Effective Date").

**WHEREAS**, Owner owns certain "Property" defined herein-below that is situated in the extra-territorial jurisdiction of the City ("ETJ"); and

**WHEREAS**, the City desires to involuntarily annex the Property and certain other land areas, all of which land areas have been generally identified in the annexation case assigned Case No. 17-249A by the City Secretary's Office (the "Annexation Case"), into the City's corporate limits; and

**WHEREAS**, after discussions with certain owners of property intended to be annexed by City and/or their legal counsel or representatives, which discussions may have included Owner and/or Owner's legal counsel or representative, the City offers this Agreement; and

**WHEREAS**, Owner objects to involuntary annexation by the City and desires to have the Property remain in the City's extraterritorial jurisdiction as well as to continue using the Property for its current lawful use as described more fully herein below, in consideration for which Owner agrees to enter into this Agreement; and

**WHEREAS**, the City does not make any guarantee as to the Property retaining any specific tax status or classification, whether agriculture, wildlife management, timber land or otherwise, as such tax classifications are determined by the Central Appraisal District of Collin County and not by the City; and

**WHEREAS**, this Agreement is entered into pursuant to Section 212.172 of the Texas Local Government Code, in order to address the desires of Owner and the City; and

**WHEREAS**, this Agreement is entered into pursuant to Section 43.035 of the Texas Local Government Code with respect to that portion of the Property appraised for ad valorem tax purposes as land for agricultural or wildlife management use under Subchapter C or D, Chapter 23, Texas Tax Code, or as timber land under Subchapter E of that Chapter, in order that such property is considered adjacent or contiguous to the City as contemplated by Section 43.035(c) of the Texas Local Government Code, but not for the purpose of waiving vested rights; and

**WHEREAS**, Owner and the City acknowledge that this Agreement is binding upon the City and Owner and their respective successors and assigns for the Term (as defined in Section 7 herein below) of this Agreement; and

**WHEREAS**, this Development Agreement is to be recorded in the Real Property Records of Collin County;

**NOW, THEREFORE**, in consideration of the mutual benefits and premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Owner agree as follows:

**1. Land Subject to Agreement.** The land owned by Owner in the City's extraterritorial jurisdiction that is subject to the Annexation Case is each and every lot, parcel or tract of land that is identified in Paragraphs a and b of this Section 1 and more particularly described in the exhibits described below which exhibits are attached hereto and incorporated herein by reference for all purposes allowed by law (collectively the "Property"). The Property is comprised of the following lots, parcels and/or tracts of land having the following identified ad valorem tax exemption status and/or the following lawful uses as marked in the boxes and more particularly described in Paragraphs a or b, below.

*Please select the applicable box and complete the related blanks below.*

☐ a. **The land is subject to an agricultural, wildlife management, or timber land ad valorem tax exemption** and the Owner plans to continue using the land in the same manner. The land is more particularly described and depicted in Exhibit "A-1," attached hereto and incorporated herein for all purposes allowed by law. In addition, the land is currently being used for other lawful uses such as a single-family home, which use(s) are described in the attached Exhibit "B" (the "Ag-Exempt Tract").

OR

☐ b. **The land is currently being used for certain lawful land uses such as a single-family residential home, a business or other commercial use, or any other non-Ag-Exempt purpose** and the Owner plans to continue using the land in the same manner in accordance with Texas Local Government Code § 43.002(a). The land is more particularly described and depicted in Exhibit "A-2," attached hereto and incorporated herein for all purposes allowed by law. More particularly, the land is currently being used for the lawful land use(s) that are described in the attached Exhibit "C" (the "43.002(a) Use Tract").

Owner hereby verifies that the Property, whether an Ag-Exempt Tract or a 43.002(a) Use Tract, is currently being used for the lawful uses described in Exhibit B or Exhibit C, respectively (the "Lawful Uses") and the City acknowledges Owner's right to continue using the Property for the Lawful Uses in accordance with Texas Local Government Code § 43.002. City may require the Owner to provide further verification regarding the Lawful Uses identified in Exhibit B or Exhibit C attached hereto.

**2. Continuation of Extraterritorial Status.** The City guarantees and agrees to the continuation of the extraterritorial status of the Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this Agreement. The unilateral annexation by City of all or a portion of the Property in violation of this Agreement shall be void and of no force or effect.

**3. Limitations on Use and Development of the Property.**

a. The Ag-Exempt Tract of the Property shall not be used for any use other than for: (i) agricultural, wildlife management, or timber land management uses, including the raising of livestock and crops, wildlife management, and/or timber land consistent with Chapter 23 of the Texas Tax Code, including any associated agricultural structures such as barns, chicken coops and corrals, and (ii) one single-family dwelling together with any accessory residential structures such as a barn, residential storage shed, arbor, gazebo, or swimming pool, without the prior written consent of the City.

b. The 43.002(a) Use Tract of the Property shall not be used for any use other than for the current Lawful Uses as specified in Paragraph b of Section 1, above, and for no other uses without the prior written consent of the City.

c. In the event of loss or destruction, structures and other man-made improvements may be restored or reconstructed in keeping with the Lawful Uses. If the Lawful Uses include a single-family residential home, such home may be remodeled or repaired in the same manner and following the same regulations as permitted on the Effective Date. If the Lawful Uses include a single-family residential home, Owner may construct one additional home for a family member on the same tract.

d. Owner hereby agrees that Owner will not file any type of subdivision plat or permit associated with the Property for any use that is different from the Lawful Uses specified in Section 1, above, with Collin County or the City until Owner submits to the City a request for voluntary annexation of the Property. Owner agrees not to construct, or allow to be constructed, any buildings or structures on the Property that are not specifically allowed in this Section 3 in keeping with the Lawful Uses identified in Section 1.

e. Notwithstanding the limitations and restrictions set forth in this Section 3, Owner and City may mutually agree in writing in advance to allow exceptions and expansion to the uses and structures allowed on the Property without waiving any other provisions of this Agreement.

f. Owner agrees to obtain permits from the City, and pay all related fees therefore, when constructing or allowing the construction, on the Property, of buildings that are otherwise allowed pursuant to this Section 3 save and except to the extent provided otherwise by Section 122-4 of the Code of Ordinances, City of McKinney, and as amended.

**4. Agreement to be Signed by All Parties.** Owner warrants and represents to City that Owner has the full right, power and authority to execute and deliver this Agreement without obtaining any further consents and approvals from, or the taking of any other actions with respect to any third-parties regarding the execution of this Agreement. Upon approval or ratification by the City Council, the City Manager shall sign this Agreement on behalf of the City. Each party has read and fully understands this Agreement and its effects and that it is a binding contract.

**5. City Regulation of Use and Development.** The use and development of the Property before annexation shall conform to the Lawful Uses identified in Sections 1 and 3 of this Agreement, the City's Subdivision Ordinance, and only those other state and City regulations that affect critical life, health and safety interests in the City's extraterritorial jurisdiction.

**6. Annexation and Zoning.** The City will not annex the Property during the term of this Agreement unless requested to do so by Owner, provided that Owner complies with the terms and conditions of this Agreement. Simultaneously with the termination of this Agreement, whether by the passage of time or Owner's material breach (if any) of this Agreement, the City and Owner agree that Owner consents to the immediate annexation of the Property (the "Annexation").

**7. Term.** This Agreement is an agreement authorized by Section 212.172 of the Texas Local Government Code. This Agreement is effective on the Effective Date. The term of this Agreement (the "Term") is forty-five (45) years from the Effective Date.

**8. Default.** If any party breaches any of the terms of this Agreement, then that party shall be in default ("Defaulting Party") of this Agreement ("Event of Default"). If an Event of Default occurs, the non-defaulting party shall give the Defaulting Party written notice of such Event of Default, and if the Defaulting Party has not cured such Event of Default within thirty (30) days of said written notice, this Agreement is breached. Each party is entitled to all remedies available to it at law or in equity.

Upon the occurrence of any Event of Default by Owner that Owner fails or refuses to timely cure, Owner hereby agrees that any provision of this Agreement which restricts or otherwise limits the City's ability to annex the Property or any portion thereof is void and Owner specifically consents to City's annexation of the Property upon Owner's failure or refusal to comply with the terms of this Agreement. In addition, Owner also agrees that City shall have the right and authority in the discretion of the City Council to (i) disapprove any plat or related development document that is filed in violation of this Agreement, (ii) annex the Property into the City's corporate limits, (iii) adopt zoning for the Property, (iv) and seek such other equitable remedies available to the City as may be required to maintain the status quo, it being understood and agreed that any failure to comply with the terms of this Agreement by Owner shall constitute a petition for voluntary annexation by Owner.

**9. Notice.** Any notice required or permitted to be delivered hereunder shall be deemed to be delivered, whether or not actually received, when deposited in the United States Mail, postage pre-paid, certified mail, return receipt requested, addressed to either party, as the case may be, at the addresses contained below:

City: City of McKinney  
P.O. Box 517  
222 N. Tennessee Street  
McKinney, Texas 75069  
Attn: City Manager

With copy to: Mark S. Houser, City Attorney  
Brown & Hofmeister, L.L.P.  
740 E. Campbell Road  
Suite 800  
Richardson, Texas 75081

Owner: Owner's name and address for Notice purposes under this Section is contained in the signature page signed by Owner.

**10. Agreement Runs with the Property.** This Agreement shall be recorded in the real property records of Collin County, Texas, shall be a covenant running with the Property and shall be binding on and inure to the benefit of Owner's successors and assigns. Owner's successors and assigns shall be considered the "Owner" for the purposes of a portion of the Property owned by such successors or assigns.

**11. Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the mutual written agreement of the parties hereto save and except for the termination right described above in Section 8.

**12. Venue.** This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Collin County, Texas. Exclusive venue shall be in Collin County, Texas.

**13. Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

**14. Savings/Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**15. Construction.** This Agreement shall be construed fairly and simply, and not strictly for or against any party. Headings used throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be interpreted or held to explain, restrict, modify, amplify or aid in the interpretation or construction of the meaning of the provisions of this Agreement. The exhibits described in this Agreement are attached hereto and incorporated herein by reference for all purposes allowed by law. Unless indicated otherwise, a section reference described in this Agreement is a reference to a section of this Agreement.

**16. Multiple Counterparts.** This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties have executed this Agreement and caused this Agreement to be effective on the latest date as reflected by the signatures below.

***CITY OF McKinNEY***

By: \_\_\_\_\_  
PAUL G. GRIMES  
City Manager

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

ATTEST:

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

THE STATE OF TEXAS  
COUNTY OF COLLIN

§  
§

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared **PAUL G. GRIMES**, City Manager of the City of McKinney, a Texas Municipal Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he has executed the same on City's behalf.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_\_  
DAY OF \_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Public in and for the State of Texas



**OWNER:**

Owner Signature: \_\_\_\_\_

Owner Printed Name: \_\_\_\_\_

The Effective Date:

☐

a. The Effective Date is November 15, 2017.

OR

☐

b. The Effective Date is the date the City Council annexes all or any portion of the land described in the Annexation Case. This Agreement is null and void if the City Council elects not to annex any land described in the Annexation Case.

The Property described in Section 1: The Property contains approximately \_\_\_\_\_ acres of land, more or less, as is more particularly described and depicted in Exhibit A. The portion of the Property identified by Collin Central Appraisal District ("Collin CAD") as Property ID No. \_\_\_\_\_ is subject to an agricultural, wildlife management, or timber land ad valorem tax exemption (the "Ag-Exempt Tract"). The portion of the Property identified by Collin CAD as Property ID No. \_\_\_\_\_ is subject to a homestead ad valorem tax exemption (the "Homestead Tract"). The Property is the same property described in the deed recorded in Collin County at \_\_\_\_\_.

Notice Address described in Section 9: Owner's address for Notice purposes under Section 9 of the Agreement is:

*Mailing Address:* \_\_\_\_\_

*City, State and Zip Code:* \_\_\_\_\_

THE STATE OF TEXAS           §  
COUNTY OF COLLIN           §

This instrument was acknowledged before me on this day by \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes set forth therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_\_  
DAY OF \_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Public in and for the State of Texas



**Exhibit “A-1”**  
Description and Depiction of the Ag-Exempt Tract of the Property  
*[If selected in Section 1.]*

TEMPLATE

**Exhibit “A-2”**

Description and Depiction of the 43.002(a) Use Tract of the Property  
*[If selected in Section 1.]*

TEMPLATE

**Exhibit “B”**  
Description of Current Uses on the Ag-Exempt Tract

TEMPLATE

**Exhibit “C”**

Description of Current Lawful Land Uses on the 43.002(a) Use Tract

TEMPLATE