

STATE OF TEXAS  
COUNTY OF COLLIN

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KNOW ALL MEN BY THESE PRESENTS:

**CITY-COUNTY PLAT APPROVAL AGREEMENT**  
**(Exclusive City Control)**

That this Agreement is entered into by and between the County of Collin, Texas (“County”) and the City of McKinney, Texas (“City”), in accordance with the provisions of House Bill 1445 (“H.B. 1445”), passed by the 77<sup>th</sup> Legislature of the State of Texas, and is to witness the following:

**WHEREAS**, County is operating under Sections 232.001-232.005 of the Local Government Code; and

**WHEREAS**, County does not contain extra-territorial jurisdiction of a municipality with a population of 1.9 million or more and is not within fifty miles of an international border and is not subject to Subchapter C, Chapter 232; and

**WHEREAS**, City is a (home rule/general law) city, town or village of Collin County, Texas, which has extraterritorial jurisdiction (“ETJ”) under the provisions of Chapter 42, Local Government Code; and

**WHEREAS**, House Bill 1445, effective September 1, 2001, as Section 242.001, Local Government Code, was enacted to require City and County to enter into an agreement that identifies the governmental entity authorized to regulate subdivision plats and approve related permits in the ETJ of the City;

**NOW, THEREFORE**, for and in consideration of the mutual promises and considerations herein expressed, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereto agree as follows:

1. *City Granted Exclusive Jurisdiction.* The parties agree that City shall be granted exclusive jurisdiction to regulate all subdivision plats and approve all related permits in its ETJ in accordance with Chapter 212 of the Local Government Code, its adopted Subdivision Regulations or other applicable codes or ordinances, and County shall no longer exercise any of these functions in the City’s ETJ.
2. *One Office for Plat Applications, Fee Payments and Responses.* Pursuant to this Agreement, the City Secretary or his/her designee is authorized to accept plat applications for tracts of land located in the ETJ of the City, to collect plat application fees established by law, and provide applicants one response indicating approval or denial of the plat application by the appropriate approving authority.

3. *Consolidated Regulations.* That the Subdivision Regulations of the City are hereby established as a consolidated and consistent set of regulations related to plats and subdivisions of land as authorized by Chapters 212 and 232 of the Local Government Code, and will be enforced in the ETJ of the City.
4. *Areas Outside ETJ.* In an unincorporated area outside the ETJ of the City, the City may not regulate subdivisions or approve the filing of plats, and the County retains jurisdiction to do so. Should the City expand or reduce its ETJ, City shall promptly notify County of such expansion or reduction. City and County agree that such an expansion or reduction shall not require amendment of this Agreement, and the City shall continue to be granted exclusive jurisdiction to regulate subdivision plats and approve related permits in its ETJ, and the County shall continue to have jurisdiction of areas outside the City's ETJ.
5. *Costs.* All costs involved with the approval of subdivision plats under this Agreement shall be borne by the City and payable out of current revenues available to it. All fees collected by the City will be the property of the City.
6. *Periodic Review.* This Agreement may be reviewed periodically and revised to address changed circumstances. This Agreement may only be modified or amended by a subsequent Agreement in writing between the same parties.

*Miscellaneous Provisions.*

7. This Agreement shall not constitute an Agreement for the provision of governmental functions or services by either party for the other, except for the specific subject matter hereof.
8. All notices required to be given by virtue of this Agreement shall be addressed as follows and delivered by certified mail, postage prepaid, or by hand delivery:  

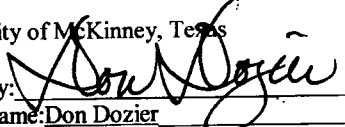
City of McKinney Attn: City Manager Address: P O Box 517 222 N. Tennessee McKinney, TX 75069	Collin County Engineering Dept. 825 N. McDonald St., #160 McKinney, Texas 75069
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9. In the event any section, subsection, paragraph, sentence, phrase or work of this Agreement shall be held invalid, illegal or unconstitutional, the balance of the Agreement shall be severable, and shall be enforced as if the parties intended to delete the invalid portion.
10. This Agreement shall be construed under the laws of the State of Texas. Venue for any action under this Agreement shall be the State District of Collin County, Texas. This Agreement is performable in Collin County, Texas.

11. This Agreement may be executed in identical counterparts, each of which shall be deemed an original and constitute one and the same instrument.
12. This Agreement embodies the complete agreement of the parties hereto, superceding all prior or contemporaneous, oral or written agreements between the parties relating to the subject matter hereof.
13. All Recitals contained in this Agreement are incorporated herein by reference for all purposes and specifically found to be true and correct by the parties hereto.
14. The undersigned officers of the parties hereto have been duly authorized by appropriate legislative action of their respective governing bodies to execute this Agreement and bind the represented party to the terms hereof.
15. This Agreement is not intended to and does not extend the liability of the parties beyond that provided by law. Neither the City or the county waives any immunity or defense that would otherwise be available to it against claims by third parties. The City and County are not entering into a joint enterprise.
16. All rights, orders, approvals, permits, and legal or administrative proceedings, with regard to a subdivision plat of property in the ETJ of the City in existence at the effective date of this Agreement shall continue until consummation.

This Agreement shall become effective on the 19th day of March, 2002.

City of McKinney, Texas

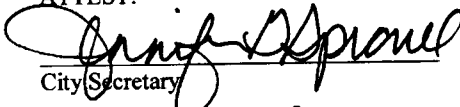
Collin County, Texas

By:   
 Name: Don Dozier  
 Title: Mayor

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

ATTEST:

ATTEST:

  
 City Secretary

\_\_\_\_\_  
 Secretary

Date: March 19, 2002

Date: \_\_\_\_\_, 2002

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COUNTY OF COLLIN   §

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**EXHIBIT "A"**

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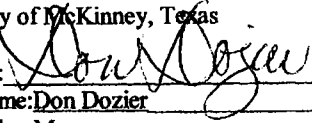
City of McKinney Attn: City Manager Address: P O Box 517 222 N. Tennessee McKinney, TX 75069	Collin County Engineering Dept. 825 N. McDonald St., #160 McKinney, Texas 75069
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**EXHIBIT "A"**

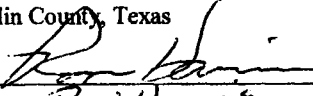
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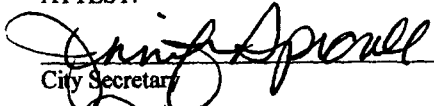
City of McKinney, Texas

By:   
 Name: Don Dozier  
 Title: Mayor

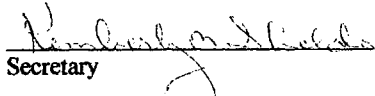
Collin County, Texas

By:   
 Name: Paul Morris  
 Title: Clerk Judge

ATTEST:

  
 City Secretary  
 Date: June 17, 2002

ATTEST:

  
 Secretary  
 Date: 6-14-2002, 2002

**EXHIBIT "A"**

**RESOLUTION NO. 2002-03-060 (R)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCKINNEY, COLLIN COUNTY, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF MCKINNEY AND COLLIN COUNTY, TEXAS, PROVIDING FOR EXCLUSIVE CITY CONTROL OF SUBDIVISION REGULATIONS IN THE EXTRA-TERRITORIAL JURISDICTION OF THE CITY; AUTHORIZING THE MAYOR TO EXECUTE THE INTERLOCAL AGREEMENT AND ANY RELATED DOCUMENTS NECESSARY TO CARRY OUT ITS PURPOSE AND INTENT; PROVIDING A SAVINGS CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, Section 242.001 of Texas Local Government Code was enacted to require cities and counties to enter into an agreement that identifies the governmental entity authorized to regulate subdivision plats and approve related permits in the Extra-Territorial Jurisdiction of the city; and

WHEREAS, the McKinney City Council has been presented a proposed Interlocal Cooperation Agreement by Collin County, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

WHEREAS, the City Council, on behalf of the City of McKinney, hereinafter referred to as "City", finds that the terms and conditions thereof are in the best interests of the City and should be approved;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MCKINNEY, COLLIN COUNTY, TEXAS AS FOLLOWS:**

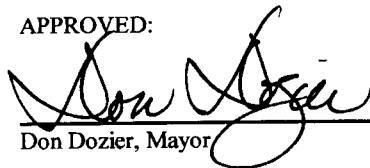
**SECTION 1.** The terms and conditions of the Agreement attached hereto as Exhibit A entitled "*City County Plat Approval Agreement (Exclusive City Control)*" are approved.

**SECTION 2.** The Mayor of the City is designated and authorized to execute the Agreement and all other documents necessary in connection thereof on behalf of the City, in order to carry out the intent and purposes of the Agreement.


**SECTION 3.** It is the intent of the City Council that each paragraph, sentence, subdivision, clause, phrase or section of this Resolution and the Interlocal Agreement attached hereto be deemed severable, and should any paragraph, sentence, subdivision, clause, phrase or section be declared invalid or unconstitutional for any reason, such declaration of invalidity or unconstitutionality shall not be construed to effect the validity of those provisions of this Resolution and its attachment left standing.

**DULY RESOLVED BY THE CITY COUNCIL OF THE CITY OF MCKINNEY, COLLIN COUNTY, TEXAS ON THIS THE 19<sup>TH</sup> DAY OF MARCH, 2002.**

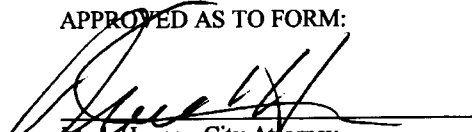
APPROVED:

  
\_\_\_\_\_  
Don Dozier, Mayor

ATTEST:

  
Jennifer Sproull, City Secretary  
Beverly Covington, Deputy City Secretary

APPROVED AS TO FORM:

  
Mark Houser, City Attorney