

**JOINT ORDINANCE**

**CITY OF MCKINNEY, TEXAS  
ORDINANCE NO. 2026-01-\_\_\_\_\_**

**CITY OF PRINCETON, TEXAS  
ORDINANCE NO. 2026-01-12-01**

**A JOINT ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS, AND THE CITY COUNCIL OF THE CITY OF PRINCETON, TEXAS, AUTHORIZING AND CONSENTING TO THE PROVISION OF SEWER SERVICE BY THE CITY OF PRINCETON, TEXAS, TO DESIGNATED PROPERTY LOCATED WEST OF THE ESTABLISHED BOUNDARY LINE; PROVIDING FOR REPEALING AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE; AND CONTAINING OTHER MATTERS RELATED THERETO.**

**WHEREAS**, the City of McKinney, Texas, is a home rule municipality located in Collin County, Texas, acting under its Home Rule Charter adopted by the electorate pursuant to Article XI, Section 5, of the Texas Constitution and Chapter 9 of the Texas Local Government Code, as amended ("McKinney");

**WHEREAS**, the City of Princeton, Texas, is a home rule municipality located in Collin County, Texas, acting under its Home Rule Charter adopted by the electorate pursuant to Article XI, Section 5, of the Texas Constitution and Chapter 9 of the Texas Local Government Code, as amended ("Princeton"; together with McKinney referred to as the "Cities" herein);

**WHEREAS**, the Cities have previously passed that certain Joint Boundary Ordinance, dated on or about March 28, 2008 (the "Boundary Ordinance" herein), and approved that certain corresponding Settlement Agreement Regarding Jurisdictional Boundaries and Water and Sewer Service Territory, dated on or about July 1, 2008 (the "Settlement Agreement" herein) (the Boundary Ordinance and Settlement Agreement, same to include all exhibits thereto, are incorporated by reference herein for all intents and purposes);

**WHEREAS**, the Boundary Ordinance and Settlement Agreement collectively establish a Boundary Line (as defined in the Settlement Agreement) that delineates jurisdictional authority and water and sewer service territory between the Cities;

**WHEREAS**, Article 3 of the Settlement Agreement, in pertinent part, (i) prohibits McKinney's provision of water or sewer service to any area east of the Boundary Line without prior written consent of Princeton; and (ii) prohibits Princeton's provision of water or sewer service to any area west of the Boundary Line without prior written consent of McKinney;

**WHEREAS**, D.R. Horton - Texas, Ltd., a Texas limited partnership (the "Owner" herein), currently owns and/or is under contract to purchase an approximately 123.482-acre tract of real property (as further depicted and described in the attached **Exhibit A** and **Exhibit B**, which

Exhibits are incorporated herein for all intents and purposes) and an approximately 39.928-acre tract of real property (as further depicted and described in the attached **Exhibit C** and **Exhibit D**, which Exhibits are incorporated herein for all intents and purposes) (collectively, the “**Property**” herein);

**WHEREAS**, the Property is currently wholly or partially located west of the Boundary Line and within McKinney’s extraterritorial jurisdiction;

**WHEREAS**, the Owner desires for Princeton to be the sole provider of sewer service to some or all of the Property;

**WHEREAS**, Princeton is strategically positioned to provide continuous and adequate sewer service to some or all of the Property, subject to McKinney’s prior written consent thereto; and

**WHEREAS**, McKinney desires to fully, finally, and irrevocably authorize and consent to the provision of sewer service by Princeton to the Property only, which written consent to be made pursuant to and in accordance with Section 3.06 of the Settlement Agreement.

**NOW, THEREFORE, BE IT ORDAINED AND MUTUALLY AGREED BY THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS, AND THE CITY COUNCIL OF THE CITY OF PRINCETON, TEXAS:**

**Section 1.**     **Findings.** The above findings are hereby found to be true and correct and adopted as findings of fact, incorporated herein, and operative provisions hereof.

**Section 2.**     **McKinney’s Written Consent to Sewer Service by Princeton to Property.** McKinney hereby fully, finally, and irrevocably authorizes and consents to the provision of sewer service by Princeton to the Property only, which written consent is made pursuant to and in accordance with Section 3.06 of the Settlement Agreement. Save and except the consent by McKinney for the specific purposes provided herein, the Boundary Ordinance and Settlement Agreement shall remain in full force and effect and unmodified by the Cities, including but not limited to, the continuation of the Boundary Line. Princeton agrees to be the sole provider of sewer service to the Property (which provision of sewer services shall be based on terms, conditions, and provisions required by Princeton, including, but not limited to, its applicable rates, fees, and charges, design and construction standards and specifications, and inspection and dedication requirements), and such right to serve shall not be assigned to a third-party, including the Owner, without the further consent of McKinney. No rights to expand any Certificate of Convenience and Necessity shall be conferred by the consent granted herein.

**Section 3.**     **Severability.** Should any section, provision, or part of this Ordinance be held unconstitutional, illegal, or invalid, or the application to any person or circumstance thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section, provision, or part shall in no way affect, impair, or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Ordinance are declared to be severable.

**Section 4.**     Prerequisites Satisfied. All prerequisites for the adoption of this Ordinance have been duly satisfied, conducted, and completed, including, without limitation, all public notices, procedures, and publications as required by law, including, without limitation, the Open Meetings Act, Chapter 551 of the Texas Government Code, as amended.

**Section 5.**     Effective Date. This Ordinance shall be in full force and take effect immediately upon passage by each of the Cities (the "Effective Date").

**AND SO IT IS ORDAINED.**

*[REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]*

**DULY PASSED, APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE  
CITY OF MCKINNEY, TEXAS, ON THIS 6<sup>TH</sup> DAY OF JANUARY, 2026.**

**CITY OF MCKINNEY, TEXAS**

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Mayor  
City of McKinney, Texas

**ATTEST:**

[CITY SEAL]

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City Secretary  
City of McKinney, Texas

**APPROVED AS TO FORM:**

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City Attorney  
City of McKinney, Texas

**DULY PASSED, APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE  
CITY OF PRINCETON, TEXAS, ON THIS 12<sup>TH</sup> DAY OF JANUARY, 2026.**

**CITY OF PRINCETON, TEXAS**

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Mayor  
City of Princeton, Texas

**ATTEST:**

[CITY SEAL]

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City Secretary  
City of Princeton, Texas

**APPROVED AS TO FORM:**

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City Attorney  
City of Princeton, Texas