

INTERLOCAL COOPERATION AGREEMENT FOR PLATTING AND SUBDIVISION REGULATION IN THE  
EXTRATERRITORIAL JURISDICTION OF THE CITY OF FATE

This Interlocal Cooperation Agreement is entered by and between Collin County, Texas (hereinafter "County") and the City of Fate, Texas (hereinafter "City") on the date shown by the last to sign below.

I.

Plats – Generally

1.1 Authority. The City and the County are authorized to enter into this Agreement pursuant to Chapters 242 and 791 of the *Texas Local Government Code*. This Agreement is specifically made under Section 242.001 (d)(4) of the Texas Local Government Code.

1.2 Purpose. The purpose of this Agreement is to establish which entity is in control over platting in the City's extraterritorial jurisdiction (hereinafter "ETJ"); to provide for unified regulations governing platting and subdivision development in the ETJ; and to provide for cooperation between the City and the County with regard to the ETJ.

1.3 Platting. The City is authorized to:

- a) accept plat applications for land located within the ETJ;
- b) collect the City's plat application fee; and
- c) provide applicants with a response indicating the City's decision on plat applications.

The City has the sole authority to make the determination on a plat application for land within the ETJ.

1.4 Plats to Which Agreement Applies. All preliminary plats, amended plats, conveyance plats, minor plats, final plats, and replats of property located inside the City's Extraterritorial Jurisdiction (ETJ) and where either the City or County would have jurisdiction under any applicable law shall be subject to the requirements of this Agreement.

1.5 Exception for Bifurcated Developments. If a development crosses over the ETJ boundary into an unincorporated area outside of the ETJ, platting and subdivision regulation shall be through the City if the majority of the land is within the ETJ, and through the County if the majority of the development's land is outside the ETJ in an unincorporated area.

1.6 Lots Five (5) Acres or Larger. If the division of land would result in all lots containing five (5) or more acres, and each lot has access to an existing street and no additional public improvements are being dedicated, the County platting requirements shall be applied by the City.

1.7 On-Site Sewage Facilities (OSSF). The County retains exclusive jurisdiction to administer and enforce the County's on-site sewage facility (OSSF) regulations on property in the City's Extraterritorial Jurisdiction (ETJ). Approval of an on-site sewage facility (OSSF) should take place before the submission of a *Preliminary Plat* as such approvals can affect the configuration of lots, drainage, easements, and other development related items. An administratively complete submission of a *Preliminary Plat* or *Final Plat* must include proof of approval of a proposed on-site sewage facility (OSSF) by the *County*. This approval shall also be noted in the *Plat Certifications* appended to the *Final Plat*

1.8 Roads. A dedication of road right-of-way or easements in a subdivision plat approved by the City shall not result in an acceptance of roads by the County; however, the dedication of the right-of-way to the public is required for

the County to lawfully consider acceptance of a road for maintenance. Any approvals of roadway design or of a road's final completion by the City or the County shall not constitute acceptance of the road for County maintenance purposes. Roads will be considered for County maintenance only pursuant to the request for County maintenance process contained in Section 1.10, *Acceptance of Roadways for County Maintenance*, of the *Collin County Subdivision Regulations*. The following are acknowledged and agreed:

- (a) A road that contains a sidewalk within the road right-of-way will not be accepted by the County for maintenance, unless the following Plat Note is contained on the Final Plat—

**Collin County, Texas has not and will not accept the sidewalks shown on this plat for maintenance. Maintenance of the sidewalks shall be the responsibility of the Homeowners' Association ("H.O.A."), or if there is no H.O.A., or the H.O.A. ceases to exist, maintenance shall be the responsibility of each lot owner for the portion of any sidewalk running along the lot owner's lot. By accepting a deed referencing this Plat the grantee agrees to the foregoing and binds the grantee's heirs, successors and assigns thereto.**

- (b) The County will not accept sidewalks, drainage improvements, or public infrastructure not associated with a road for maintenance. [*Caveat: ditches and drainage facilities related to roadways will be considered for maintenance*];
- (c) To be eligible for acceptance into the *County Road System* for maintenance a road must be constructed to at least the County's road standards as contained in the *Collin County Roadway Standards*; and
- (d) To be eligible for acceptance into the *County Road System* for maintenance a road must not be gated or obstructed from public use.

1.9 Floodplain. The County will continue to be responsible for the enforcement of floodplain regulations within the City's Extraterritorial Jurisdiction (ETJ) in accordance with the County's Floodplain Management Regulations. Any plans or subdivision plats submitted to the City for review and approval shall be required to meet the City's Design Criteria and Construction Standards manual and any adopted flood hazard damage prevention and control regulations. The Plat must also comply with all County Floodplain regulations with regard to required surveys, required studies, and infrastructure design. The floodplain shall be clearly shown on the plat.

1.10 Thoroughfare Plan. In the case that a roadway is shown on the City's Thoroughfare Plan to traverse a proposed subdivision, the right-of-way for that thoroughfare must be dedicated as part of the subdivision plat as per the City's regulations. In the case that a roadway is shown on the County's Thoroughfare Plan to traverse a proposed subdivision, the width of the right-of-way must be in accordance with that required in the most recent update of the *Collin County Mobility Plan*.

1.11 Adequate Public Utilities/Facilities. It shall be the responsibility of the developer or applicant to provide adequate public utilities necessary to serve the property. Proof of adequate public utility services must be provided with the subdivision plat, and all easements for the utilities shall be clearly depicted on the subdivision plat as required by the City's Subdivision Regulations; except that on-site sewer facilities (OSSF) must be approved by the County as set forth elsewhere in this Agreement.

1.12 Drainage. The City's drainage regulations shall govern subdivisions in the ETJ. Drainage facilities and drainage easements must be shown on the subdivision plat. The Final Plat shall contain the following plat note:

**Neither the City of Fate nor Collin County will accept drainage facilities and easements for maintenance. Such maintenance shall be the obligation of the homeowners' association or, if no homeowners' association, shall be the obligation of the lot owner on whose lot the**

**facility or easement is located or to which the lot owner's lot is adjacent. By accepting a deed referencing this Plat the grantee agrees to the foregoing and binds the grantee's heirs, successors and assigns thereto.**

1.13 Processes and Procedures. The processes and procedures for platting shall be those established by the City except as otherwise provided herein.

1.14 Notification of Application for a Subdivision Plat or Engineering Plans. The City shall notify the County upon receiving an application for the approval of a subdivision plat or engineering plans by sending a digital copy of the application and the subdivision plat or engineering plans to the County Engineering Department within two (2) business days of acceptance of the application.

1.15 Approval or Denial of a Subdivision Plat or Engineering Plans. Subject to the County being previously provided with the proposed subdivision plat and any additional plans required by this Agreement and having the opportunity to provide comments in accordance with the terms of this Agreement, the subdivision plat and/or plans may be submitted to the City Council. The City shall contact the County concerning the status of a subdivision plat or engineering plans no later than 15 days after the City Council acts on a subdivision plat or staff takes administrative action on engineering plans. If a subdivision plat is approved and subsequently filed by the City, then the City shall provide the County with a digital file of the subdivision plat tying it to a minimum of two (2) GPS points in a County approved digital format within ten (10) working days.

1.16 Variances. If a variance is requested, the City shall determine whether or not the variance is granted pursuant to its variance procedures; however, in no circumstance may the variance release the Applicant from a regulation for which the County has retained sole authority (*including the standards required for accepting a road for County maintenance, OSSF, or Floodplain development*).

1.17 Plat Notes and Certifications. The City will use its standard plat notes as revised for the facts and circumstances. **The City must include the plat notes and certifications expressly required by this Agreement.**

## II.

### Subdivision Regulations

2.1 City's Subdivision Regulations Generally Control. The City's subdivision regulations will generally control development in the ETJ except as otherwise expressly provided herein.

2.2 Design and Construction Standards. Except as expressly provided herein, the City's design and construction standards shall exclusively apply to the review of all subdivision infrastructure improvements except OSSF.

2.3 Exceptions. If not addressed by the City's subdivision regulations the following standards shall apply which are based on the County's subdivision regulations, the Collin County Thoroughfare Plan, and Chapter 232 of the *Texas Local Government Code*:

a) Building Setback Requirements Adjacent to a Public Street. Building setbacks shall be indicated on all subdivision plats where any portion of a lot or tract of land is adjacent to a street. Based on the size of the adjacent roadway, the following minimum building setbacks are required: [1] 50-feet from the front property line on all properties directly adjacent to a major thoroughfare or highway, and [2] 25-feet from all properties directly adjacent to any other public roadway.

b) Minimum Lot Frontage. All lots shall be required to have frontage on or access to a public roadway. Along existing County roadways, a minimum of 100-feet of lot frontage shall be required. For lots along roadways other than

existing County roadways, the road frontage shall be reasonable for the proposed lot size, and provide sufficient support for ingress, egress, and turning for emergency vehicles.

c) Streets and Roadways.

1) Thoroughfare Plan. In the case that a roadway is shown on the City's Thoroughfare Plan to traverse a proposed subdivision, the right-of-way for that thoroughfare must be dedicated as part of the subdivision plat as per the City's regulations. In the case that a roadway is shown on the County's Thoroughfare Plan to traverse a proposed subdivision, the width of the right-of-way must be in accordance with that required in the most recent update of the *Collin County Mobility Plan*.

2) Right-of-Way. Unless the City requires a wider right-of-way, the minimum right-of-way required for roads developed in the Extraterritorial Jurisdiction (ETJ) shall be in accordance with Section 1.04, *Roadway & Pavement Selection*, of the *Collin County Roadway Standards*, and which are summarized as follows:

Roadway Classification	Abbreviation	Right-of-Way <sup>1</sup>
Rural Residential	RR	60'
Urban Residential	UR	50'
Rural Collector	RC	60'
Urban Collector	UC	50'

Notes:

*Private streets shall be subject to the same right-of-way and classification requirements as public streets.*

3) Street and Roadway Acceptance. Both the City and the County shall be responsible for accepting that a street or roadway is complete in accordance with the approved plans and specifications. The acceptances will be issued by the City's Community Services and Building Safety Department and the County's Engineering Department. Acceptance of a street or roadway as complete in accordance with the approved plans and specifications is **not** an acceptance of the roadway or street for County maintenance. A road will not be considered for County maintenance until two (2) years after completion and correction of any defects existing at the end of that period; and then will only be considered for maintenance pursuant to the request for maintenance process in Section 1.10, *Acceptance of Roadways for County Maintenance*, of the Collin County Subdivision Regulations.

2.4 Lot Sales. The final plat must be recorded in the official public records of the Collin County Clerk's Office prior to any lots being sold.

2.5 No Construction on Lots until Subdivision Infrastructure/Public Improvements Completed. Unless authorized by the City for areas of a development where the subdivision infrastructure/public improvements have been completed, no construction on lots may take place until the subdivision infrastructure/public improvements for the entire subdivision have been accepted as complete.

2.6 Permitting. Nothing herein shall expand the City's permitting authority in the ETJ beyond the authority, if any, provided by Texas law.

2.7 Density. Nothing herein is intended to regulate density of development. [Note. OSSF requirements may affect lot size and density].

III.

Inspections and Bonds

3.1 Performance Bond or Alternative Acceptable Financial Guaranty. Prior to starting work on the subdivision infrastructure/public improvements, the Applicant must file with the City a performance bond or other financial guarantee acceptable to the City that guarantees the work will be completed in accord with the plans and specifications. The time for completion may not exceed two (2) years. The City shall be the obligee/payee. The amount of the bond or financial guarantee is based on the design engineer's cost estimate to construct the subdivision infrastructure/public improvements unless the estimate is disputed, in which case the amount of the bond or other financial guarantee will be based on an estimate of costs prepared by the City's chosen consultant. The developer and/or property owner (i.e. the Applicant) shall be responsible for all costs incurred by the City's chosen consultant.

3.2 Warranty and Maintenance Bond Upon Acceptance as Complete. A *Warranty and Maintenance Bond* must be provided by the Applicant that meets the requirements of Section 1.09, *Warranty and Securing Maintenance Obligation*, of the *Collin County Subdivision Regulations*. The City and County shall be named as beneficiaries/obligees on the *Maintenance Bond*. The County has the authority to make a claim on the bond.

3.3 Inspections During Construction. The City shall be responsible for the inspection and approval over public improvements within the right-of-way and/or public easements for all construction projects subject to the terms of this Agreement. The City inspector may issue a stop-work order if the applicable construction standards are not being met, or as deemed necessary by the City and/or County. The City inspector shall request and receive as-built drawings for all construction projects subject to the terms of this Agreement and shall provide notice to the County when construction of all public improvements have been completed within ten (10) days after inspection. The developer and/or property owner (i.e. the Applicant) shall be responsible for all costs incurred by the City's inspector, subject to the City's standard fee schedule. The County Engineering Department will be notified of inspections and may participate in the inspections. In addition, if any preconstruction meetings are held, the County Engineering Department will be notified and given the opportunity to participate.

3.4 Inspection for Acceptance as Complete. Both the City's inspector and the County shall inspect the work before it will be accepted as complete. If the roads do not meet the minimum standards of the County, the County reserves the right not to accept the roads as complete. Both the City and the County must accept the road(s) as complete for completion to be certified.

3.5 Warranty Inspection. During the warranty period and again prior to the end of the warranty period the County will inspect the work. If the roads have defects or do not meet County standards either the Applicant must do the work to correct the defects or bring them within County standards or the County will make a claim on the maintenance bond. A road that does not meet the County standards will not be accepted for County maintenance.

IV.

Term of Agreement

4.1 Effective Date. This Agreement shall commence on the date that it is formally and duly signed and executed by both the City and County and shall be valid for a period of one (1) year. Thereafter, this Agreement shall automatically renew annually, unless terminated as provided herein.

4.2 Renewal. The renewal of this Agreement shall be automatic upon the expiration of the preceding term unless the City or County provides written notice to the other governmental agency of its desire to not renew the agreement. Written notice shall be provided a minimum of 90-days prior to the expiration of the current term. Upon termination of this Agreement, neither the City nor the County shall have any obligations to the other entity under this Agreement,

except with respect to payment for services already rendered under this Agreement but not yet paid. Should the Agreement be terminated or not renewed, the City and the County agree to renegotiate a new agreement in good faith for approval by each Party within 120 days of the date of termination of the Agreement.

V.

General Provisions.

- (1) General Administration. The City and County shall be responsible for designating their respective representatives to generally administer the requirements of this Agreement.
- (2) Alteration, Amendment, and/or Modification. This Agreement may not be altered, amended, and/or modified by any official, agent, employee or representative of the City or County unless both the City or County notify the other entity in writing and both governing bodies agree to the alteration, amendment, and/or modification.
- (3) Notice. All notices sent pursuant to the requirements of this Agreement shall be in writing and must be sent by registered or certified mail, postage prepaid, by hand delivery, or commercial delivery service. Notices sent pursuant to this Agreement will be sent to the following:

Collin County Engineering Department

Collin County Director of Engineering  
Collin County Engineering Department  
4690 Community Avenue, Suite 200  
McKinney, Texas 75071

City Manager's Office

City Manager  
City of Fate, Texas  
1900 CD Boren Pkwy  
Fate, Texas 75087

Note: When notices sent pursuant to this Agreement are mailed via registered or certified mail, notices shall be deemed effective three (3) days after deposit in a U.S. mailbox or at a U.S. post office.

- (4) Severability. If any provision of this Agreement is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect the remaining provisions of the Agreement.
- (5) Breach. The failure of either party to comply with the terms and conditions of this Agreement will constitute a breach of this Agreement. Either the City or County will be entitled to any and all rights and remedies allowed under the State of Texas law for any breach of this Agreement by the other entity.
- (6) Non-Waiver. The waiver by either the City or County of a breach of this Agreement will not constitute a continuing waiver of such breach or of a subsequent breach of the same or a different provision. Nothing in this Agreement is intended by either party to constitute a waiver of any immunity for suit or liability to which it is entitled under applicable law.
- (7) Entire Agreement. This Interlocal Cooperation Agreement constitutes the entire Agreement between the City and the County. No other agreement, statement, or promise relating to the subject matter of this Agreement, and which is not contained in this Agreement or incorporated by reference in this Agreement will be valid or binding.

- (8) Terms Used in Document. As used in this Agreement, the terms *Interlocal Cooperation Agreement*, *Interlocal Agreement*, *Agreement*, and *Contract* are synonymous.
- (9) Non-Defined Terms. If not specifically defined in this Agreement, words and phrases used in this Agreement will have their ordinary meaning as defined by common usage.
- (10) Current Funds. All amounts, if any, expended by the City or County in the preparation and administration of this Agreement shall be paid from current, available funds.
- (11) Effective Date. To be effective this Agreement must be approved by the applicable governing bodies of the City and County.
- (12) Venue. The venue of any action arising out of this Agreement shall be in a court of competent jurisdiction sitting in Collin County, Texas.
- (13) Application. The regulations as set forth in this Agreement apply only to subdivision applications and engineering submittals submitted after the effective date of this Agreement.

**SIGNATURES AND ATTESTS**

COLLIN COUNTY, TEXAS

EXECUTED THIS THE \_\_\_ DAY OF \_\_\_\_\_, 2022.


\_\_\_\_\_  
Honorable Chris Hill  
*Collin County Judge*

\_\_\_\_\_  
Bill Bilyeu  
*Collin County Administrator*

\_\_\_\_\_

CITY OF FATE, TEXAS

EXECUTED THIS THE 21 DAY OF March, 2022.

  
\_\_\_\_\_  
Michael Kovacs  
*City Manager*

  
\_\_\_\_\_  
Victoria Raduechel, TRMC  
*City Secretary*

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