

Buddy Garcia, *Chairman*
Larry R. Soward, *Commissioner*
Bryan W. Shaw, Ph.D., *Commissioner*
Mark R. Vickery, P.G., *Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

TEXAS
COMMISSION
ON ENVIRONMENTAL
QUALITY
2008 NOV 21 AM 11:20
CHIEF CLERKS OFFICE

November 21, 2008

Ms. LaDonna Castañuela, Chief Clerk
Office of the Chief Clerk
Texas Commission on Environmental Quality
P.O. Box 13087, MC-105
Austin, Texas 78711-3087

Re: TCEQ Docket No. 2008-0063-UCR; Consideration of a request for a Commission order approving a contract designating water service areas between the City of Frisco (Frisco), Certificate of Convenience and Necessity (CCN) No. 11772, and the City of McKinney (McKinney), CCN No. 10194.

Dear Ms. Castañuela:

Transmitted herewith for filing with the Texas Commission on Environmental Quality (Commission or TCEQ) are the following items to be filed as backup materials for a commission agenda on a date to be determined, on a request for an order approving a contract designating water service areas between the City of Frisco and the City of McKinney:

1. Proposed Order;
2. Agenda Executive Summary;
3. Caption
4. Staff memo detailing financial, managerial, and technical capabilities of Frisco and McKinney to provide continuous and adequate service to the affected area;
5. Request for Commission order approving a Texas Water Code Section 13.248 agreement filed jointly by Frisco and McKinney on August 22, 2007;
6. Texas Water Code, Section 13.248 agreement between Frisco and McKinney, executed on March 9, 2007; and
7. Amended Map of the service area subject to the 13.248 agreement and consent forms signed by the parties indicating their concurrence with TCEQ's Amended Map.

Please do not hesitate to contact me at (512) 239-1088 if you have any questions regarding this material. Thank you for your attention to this matter.

Respectfully submitted,

A handwritten signature in cursive script that reads "Shana L. Horton".

Shana L. Horton, Staff Attorney
Environmental Law Division

Enclosures

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY



AN ORDER approving an agreement designating service areas between the City of Frisco and City of McKinney pursuant to Texas Water Code Section 13.248; TCEQ Docket No. 2008-0063-UCR.

A request for a Commission order approving a contract designating service areas between the City of Frisco (Frisco) Certificate of Convenience and Necessity (CCN) No. 11772, and the City of McKinney (McKinney), CCN No. 10194, in Collin County, Texas, was presented to the Texas Commission on Environmental Quality ("Commission") for approval pursuant to Section 13.248 of the Texas Water Code and Title 30, Section 291.117 of the Texas Administrative Code.

On August 22, 2007, the City of Frisco and the City of McKinney filed with the TCEQ an agreement (the "Agreement") regarding their respective water service areas. The Agreement addresses the transfer of the City of Frisco's authority to provide water service to approximately 696.5 acres and provides that the City of McKinney will be the sole provider of retail water service in that service area. The Agreement also addresses the transfer of the City of McKinney's authority to provide water service to approximately 1,888.5 acres and provides that the City of Frisco will be the sole provider of retail water service in that service area. The agreement transfers retail water customers within each area transferred from the city currently providing service to the city to which the area is transferred. The agreement also transfers all facilities, waterlines, easements or equipment used to provide service in the transferred areas transferred from the city currently providing service to the city to which the area is transferred. The Agreement is attached to this Order.

Contracts between retail public utilities that designate areas to be served and customers to be served by those retail public utilities, when approved by the Commission after public notice and hearing, are valid and enforceable and are incorporated into the appropriate areas of public convenience and necessity. TEXAS WATER CODE §13.248.

The Commission held a hearing on the request at the December 10, 2008 agenda and found the request had merit.

The City of Frisco is capable of rendering continuous and adequate water service to every customer in the area transferred to it by the Agreement. The decertification of the City of McKinney's authority to provide service in that portion of the affected area, which results in City of Frisco being the sole service provider remaining in that area, is necessary for the service, accommodation, convenience, or safety of the public.

The City of McKinney is capable of rendering continuous and adequate water service to every customer in the area transferred to it by the Agreement. The decertification of the City of Frisco's authority to provide service in that portion of the affected area, which results in City of McKinney being the sole service provider remaining in that area, is necessary for the service, accommodation, convenience, or safety of the public.

NOW, THEREFORE, BE IT ORDERED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY that:

The Agreement addressing the transfer of portions of service area between the City of Frisco's CCN No. 11772 and the City of McKinney's CCN No. 10194 and designating by whom retail water service shall be provided in those areas, is hereby approved.

CCN No. 11772 in Collin County, held by the City of Frisco, is hereby amended in accordance with the Agreement.

CCN No. 10194 in Collin County, held by the City of McKinney, is hereby amended in accordance with the Agreement.

The Executive Director is directed to redraw the maps of the respective CCNs as provided in the Agreement and as set forth on the map attached to this Order, and to amend the Commission's official water service area map for Collin County, Texas. The certificate amendment requested in this application is necessary for the service, accommodation, convenience, and safety of the public.

The Chief Clerk of the Texas Commission on Environmental Quality shall forward a copy of this Order to the parties.

If any provision, sentence, clause, or phrase of this Order is for any reason held to be invalid, the invalidity of any portion shall not affect the validity of the remaining portions of the Order.

Issue Date:

TEXAS COMMISSION ON
ENVIRONMENTAL QUALITY

Buddy Garcia, Chairman

Texas Commission on Environmental Quality

INTEROFFICE MEMORANDUM

TO: Texas Commission on Environmental Quality **DATE:** November 21, 2008
THRU: LaDonna Castañuela, Chief Clerk
FROM: Shana Horton, Staff Attorney, Environmental Law Division
SUBJECT: **TCEQ Docket No. 2008-0063-UCR.** Consideration of a request for a Commission order approving a contract designating service areas between the City of Frisco and the City of McKinney

DESCRIPTION OF APPLICATION

Applicant: City of Frisco and City of McKinney
Regulated Activity: Retail water utility service
Type of Application: Request for a Commission Order approving a contract
Commission Action: Hearing regarding approval of the contract
Authority: Texas Water Code § 13.248 and 30 Texas Administrative Code § 291.117

FACTUAL BACKGROUND

The City of Frisco (Frisco), water certificate of convenience and necessity (CCN) No. 11772, and the City of McKinney (McKinney), water CCN No. 10194, provide retail water service in Collin County, Texas. The City of Frisco and City of McKinney entered into an agreement regarding their respective water service areas pursuant to section 13.248 of the Texas Water Code.

Under the agreement, Frisco will transfer 696.476 acres of its CCN area to McKinney and McKinney will transfer 1,888.48 acres of its CCN area to Frisco. The agreement transfers retail water customers within each area transferred from the city currently providing service to the city to which the area is transferred. The agreement also transfers all facilities, waterlines, easements or equipment used to provide service in the transferred areas transferred from the city currently providing service to the city to which the area is transferred.

LEGAL AUTHORITY

The Texas Water Code prohibits a utility, a utility operated by an affected county, or a water supply corporation from rendering retail water or sewer utility service directly or indirectly to the public without first obtaining a CCN.¹ Conversely, a municipality is not required to obtain a CCN to provide retail water service.² However, a municipality may not provide service to areas that are outside of its corporate boundaries but within the CCN of another retail public utility without first obtaining written consent from that retail public utility.³

The Texas Water Code and TCEQ rules allow retail public utilities to enter into service area agreements and have the Commission affirm the agreements by amending the entities' respective CCNs.⁴ A transfer of a water or sewer system that also includes the transfer of customers and/or facilities may, in some cases, also require separate Commission approval for the transfer of customers and/or facilities.⁵

The request to approve a 13.248 agreement is not subject to the notice provisions of section 291.106, Title 30 of the Texas Administrative Code, which apply to applications for new and amended CCNs. The Commission may approve the service area agreement pursuant to section 13.248 of the Texas Water Code with the appropriate notice under the Open Meetings Act. The Executive Director will mail notice of the hearing upon the setting of an Agenda date.

BASIS FOR STAFF RECOMMENDATION

The following items were considered in developing the staff's recommendation:

1. Request for a Commission order approving the 13.248 agreement filed by the City of Frisco and City of McKinney on August 22, 2007 (application no. 35786-C);

¹ TEX. WATER CODE ANN. § 13.242(a) (Vernon 2006).

² A municipality is a "retail public utility" under section 13.002(19) of the Texas Water Code but is not a "utility" under section 13.002(23). Therefore, the section 13.242(a) requirement that a "utility" must obtain a CCN before providing retail water utility service does not apply to a municipality.

³ *Id.* § 13.242(b).

⁴ *Id.* § 13.248; 30 TEX. ADMIN. CODE § 291.117 (West 2005) (Tex. Comm'n on Env'tl. Quality, Contracts Valid and Enforceable). Section 13.248 states "[c]ontracts between retail public utilities designating areas to be served and customers to be served by those retail public utilities, when approved by the commission after public notice and hearing, are valid and enforceable and are incorporated into the appropriate areas of public convenience and necessity."

⁵ TEX. WATER CODE § 13.301. The section requires that some applicants also demonstrate "adequate financial, managerial, and technical capability for providing continuous and adequate service to the service area being acquired and to any areas currently certificated to the person" for the separate transaction relating to the transfer of facilities and/or customers.

2. Agreement between the City of Frisco and City of McKinney, executed on March 9, 2007;
3. Map of the service area subject to the 13.248 agreement submitted by the City of Frisco and City of McKinney;
4. Financial, Managerial, and Technical analysis of City of Frisco to operate in the affected area; and
5. Financial, Managerial, and Technical analysis of City of McKinney to operate in the affected area.

STAFF RECOMMENDATION

Based on the facts stated in the application and the supporting documentation submitted by the City of Frisco and City of McKinney, Staff supports the request for a Commission order approving a contract designating service areas between the City of Frisco and City of McKinney. Staff has confirmed that both parties are retail public utilities with active water CCNs and that the area the parties are seeking to transfer is either dually certificated to both parties or abuts the CCN of the entity receiving the CCN. Further, staff is satisfied that the City of Frisco and City of McKinney possess the adequate financial, managerial, and technical capability to provide continuous and adequate service to the area being transferred to each, respectively.

STAFF CONTACTS

Shana Horton, Environmental Law Division (239-1088)
Heidi Graham, Water Supply Division (239-0084)

CAPTION
CITY OF FRISCO/CITY OF MCKINNEY
Application No. 35786-C

TCEQ Docket No. 2008-0063-UCR. Consideration of a request for a Commission order approving an agreement designating service areas between the City of Frisco (Frisco), water certificate of convenience and necessity (CCN) No. 11772, and City of McKinney (McKinney) water CCN No. 10194, in Collin County, Texas pursuant to section 13.248 of the Texas Water Code. Currently, each party holds a CCN that includes some of the area that is the subject of the agreement. Under the agreement, Frisco will transfer 696.476 acres of its CCN to McKinney and McKinney will transfer 1888.48 acres of its CCN area to Frisco. The exchange of portions of the parties' respective CCN areas will result in each city's CCN boundary more closely corresponding with the boundaries of its own corporate limits and extraterritorial jurisdiction (ETJ). The agreement transfers retail water customers within each area transferred from the city currently providing service to the city to which the area is transferred. The agreement also transfers all facilities, waterlines, easements or equipment used to provide service in the transferred areas transferred from the city currently providing service to the city to which the area is transferred. (Shana Horton, Heidi Graham)

Texas Commission on Environmental Quality

INTEROFFICE MEMORANDUM

To: Environmental Law Division **Date:** January 23, 2008
Thru: Heidi Graham/Tammy Benter
From: Dan Smith
Subject: Contract Service Agreement Pursuant to Texas Water Code Section 13.248, from the City of Frisco, Certificate of Convenience and Necessity (CCN) No. 11772, to Transfer a Portion of CCN No. 10194 from the City of McKinney and to Transfer a Portion of CCN 11772 from the City of Frisco to the City of McKinney, CCN No. 10194, in Collin County; Application No. 35786-C

CN: 600245526; RN: 101430437 (City of Frisco)
CN: 600437867; RN: 101414647 (City of McKinney)

In my opinion, the Cities of Frisco and McKinney have demonstrated adequate financial, managerial and technical capability to provide service to the areas contracted for transfer.

Signed: Dan Smith Date: January 18, 2008

The Cities of Frisco and McKinney have entered an agreement March 9, 2007 for exchange of two areas totaling 1,887 acres going to Frisco and one area of 698 acres going to McKinney, to be generally coterminous with their current city limits and extraterritorial jurisdictions. There is no indication of numbers of existing customers. Frisco provides service to about 30,000 customers and is ranked superior. McKinney has about 36,000 connections and is also ranked superior.

I have reviewed an unqualified opinion audit for the City of Frisco for the fiscal year ended 9/30/06. The balance sheet shows utility fund total assets of \$271.2 mil., long-term liabilities of \$91.7 mil., and net assets (equity) of \$167.3 mil., for a debt-to-equity ratio of .55:1. The debt-to-equity ratio of both general fund and business-type activities is .69:1.

The statement of revenues and expenses for Frisco utility operations showed a net income before capital contributions of \$4.7 mil. after covering depreciation

expense of \$6.6 mil. and interest expense of \$3.3 mil. So cash available for debt service totaled \$14.6 mil. while required debt service was \$8.3 mil. The debt service coverage ratio was 1.76:1.

I also have reviewed an unqualified opinion audit for the City of McKinney for the fiscal year ended 9/30/06. The balance sheet shows utility fund total assets of \$269.7 mil., long-term liabilities of \$60.5 mil., and net assets (equity) of \$199.3 mil., for a debt-to-equity ratio of .30:1. The debt-to-equity ratio of both general fund and business-type activities is .37:1.

The statement of revenues and expenses for Frisco utility operations showed a net income before capital contributions and transfers, of \$11.9 mil. after covering depreciation expense of \$4.2 mil. and interest expense of \$2.4 mil. So cash available for debt service totaled \$18.5 mil. while required debt service was \$6.0 mil. The debt service coverage ratio was 3.1:1.

Neither city has any pending enforcement actions in the database.

This information supports a finding of adequate financial and managerial capability to provide service to the area requested.

Bickerstaff Heath Delgado Acosta LLP

HB-app
KS-mappi

816 Congress Avenue Suite 1700 Austin, Texas 78701 (512) 472-8021 Fax (512) 320-5638 www.bickerstaff.com

August 21, 2007

Via Messenger

Tammy Benter
Utilities & Districts Section
Water Permits & Resource Management Division
Texas Commission on Environmental Quality
12100 Park 35 Circle
Building F, Room 31050
Austin, Texas 78711-3087

RECEIVED
AUG 21 11 27 AM '07
TEXAS COMMISSION
ON
ENVIRONMENTAL QUALITY
PROCESSED
FOR SUPPLY

RE: Texas Water Code § 13.248 Agreement between the City of McKinney (CCN No. 10194) and the City of Frisco (CCN No. 11772).

Dear Ms. Benter:

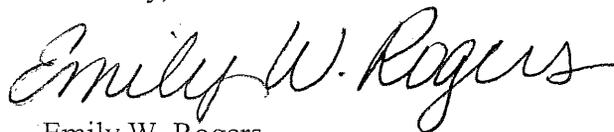
Please find enclosed four copies of the March 9, 2007 Transfer Retail Water Utility Service Area Agreement ("March 9, 2007 Agreement") between the City of McKinney (McKinney) and the City of Frisco (Frisco) concerning water service territory in Collin County, Texas. Also, please find four copies of the map identifying the areas to be transferred and four CDs with the electronic data that is used to create the map.

The Agreement designates territory between Frisco, which holds Water Certificate of Convenience and Necessity (CCN) No. 11772, and McKinney, which holds Water CCN No. 10194. The March 9, 2007 Agreement provides for the transfer of territory identified on the attached map.

In accordance with 30 TEX. ADMIN. CODE § 291.117, McKinney and Frisco respectfully request that the March 9, 2007 Agreement between them be noticed for and set on Texas Commission on Environmental Quality agenda so that the March 9, 2007 Agreement may be considered and incorporated into the appropriate areas of public convenience and necessity, as set forth in Texas Water Code § 13.248.

As required by Texas Water Code § 5.701, please find enclosed a \$100 filing fee. If you have any questions or comments, please do not hesitate to call me at 512-472-8021 or Art Rodriguez at 512-930-1317. Thank you for your attention to this matter.

Sincerely,



Emily W. Rogers

Tammy Benter
August 21, 2007
Page 2

cc. Mark Houser, City Attorney, City of McKinney
Jack Carr, City Engineer, City of McKinney
Art Rodriguez, Attorney for City of Frisco
George Purefoy, City Manager, City of Frisco
Henry Hill, Deputy City Manager, City of Frisco

RECEIVED
MAR 22 2007
City Secretary's Office

TRANSFER RETAIL WATER UTILITY SERVICE AREA
AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

THIS AGREEMENT to Transfer Retail Water Utility Service Area is made and entered into on this the 9th day of March 2007 (the "Effective Date"), by and between the City of Frisco, Texas (hereinafter "Frisco"), and the City of McKinney, Texas (hereinafter "McKinney"). Frisco and McKinney may be collectively referred to herein as the "Parties."

RECITALS

WHEREAS, Frisco is a Texas municipal corporation which holds Certificate of Convenience and Necessity ("CCN") No. 11772 and owns water facilities, transmission lines and distribution lines in Collin and Denton Counties in and around McKinney, and provides retail water utility service to customers within its certificated service area;

WHEREAS, McKinney is a Texas municipal corporation which holds CCN No. 10194 and owns water facilities, transmission lines and distribution lines in Collin County in and around Frisco, and provides retail water utility service to customers within its certificated service area;

WHEREAS, McKinney desires to decertify certain CCN area within Frisco's city limits and extraterritorial jurisdiction ("ETJ"), and Frisco desires to certificate said CCN service area as more precisely defined later in this Agreement;

WHEREAS, Frisco desires to decertify certain CCN area within McKinney's city limits and ETJ, including an area subject to a municipal boundary dispute between Frisco and McKinney located generally along the southernmost border of the Custer West development, and McKinney desires to certificate said CCN service area as more precisely defined later in this Agreement;

WHEREAS, Frisco and McKinney desire to continue discussions outside of this Agreement regarding the municipal boundary dispute;

WHEREAS, Frisco and McKinney desire to amend their respective CCNs to be generally coterminous with their current city limits and ETJs.

NOW, THEREFORE, for and in consideration of the foregoing mutual benefits, covenants, and agreements herein expressed and other good and valuable consideration, the receipt of which is hereby acknowledged, Frisco and McKinney agree as follows:



TERMS OF AGREEMENT

IN CONSIDERATION of the mutual promises and covenants contained in this Agreement, including the recitals set forth above, and other good and valuable consideration, the receipt of which is hereby acknowledged, by their representatives affixing signatures below, Frisco and McKinney agree as follows:

- (1) Frisco Transfer Area. The water utility service area to be transferred to Frisco is specifically identified as the cross-hatched area on the attached map, attached hereto and incorporated herein for all purposes as Exhibit A attached hereto and incorporated herein for all purposes, and designated herein as the "Frisco Transfer Area."
- (2) Transfer to Frisco. Frisco and McKinney agree that, after the Transfer Effective Date, Frisco shall have the sole right to provide retail water service within the Frisco Transfer Area, and McKinney will have no further obligation or right to provide water service to any existing or future customers in the Frisco Transfer Area, except as may be agreed by the Parties in writing.
- (3) Current Customers in Frisco Transfer Area. All current retail water customers of McKinney and any customers added between the date of this Agreement and the Transfer Effective Date whose place of use of water is located within the Frisco Transfer Area will, after the Transfer Effective Date, become customers of Frisco.
- (4) Facilities and Waterlines in Frisco Transfer Area. All facilities, waterlines, easements, or equipment belonging to McKinney used to provide service in the Frisco Transfer Area shall be transferred to Frisco by this Agreement. To the extent McKinney has facilities, waterlines, easements, or equipment belonging to McKinney in the Frisco Transfer Area that are not used to serve the area, but are used to provide service to McKinney's service territory, those facilities, waterlines, easements, or equipment shall not be transferred.
- (5) Temporary Service. Should it be necessary for Frisco to provide retail water service to the Frisco Transfer Area following execution of the Agreement by the Parties, but prior to approval of the CCN transfer by the TCEQ, the Parties agree that Frisco shall be entitled to provide temporary water service to the Frisco Transfer Area. All revenue, fees, charges, or other monies collected by Frisco during the period of temporary service shall inure to Frisco's benefit.
- (6) McKinney Transfer Area. The water utility service area to be transferred to McKinney is specifically identified as the cross-hatched area on the attached map, attached hereto and incorporated herein for all purposes as Exhibit A, attached hereto and incorporated herein for all purposes, and designated herein as the "McKinney Transfer Area."

Transfer of Retail Water Utility Service Area
City of Frisco and City of McKinney

- (7) Transfer to McKinney. Frisco and McKinney agree that, after the Transfer Effective Date, McKinney shall have the sole right to provide retail water service within the McKinney Transfer Area, and Frisco will have no further obligation or right to provide water service to any existing or future customers in the McKinney Transfer Area, except as may be agreed by the Parties in writing.
- (8) Current Customers in McKinney Transfer Area. All current retail water customers of Frisco and any customers added between the date of this Agreement and the Transfer Effective Date whose place of use of water is located within the McKinney Transfer Area will, after the Transfer Effective Date, become customers of McKinney.
- (9) Facilities and Waterlines in the McKinney Transfer Area. All facilities, waterlines, easements, or equipment belonging to Frisco used to provide service in the McKinney Transfer Area shall be transferred to McKinney by this Agreement. To the extent Frisco has facilities, waterlines, easements, or equipment belonging to Frisco in the McKinney Transfer Area that are not used to serve the area, but are used to provide service to Frisco's service territory, those facilities, waterlines, easements, or equipment shall not be transferred.
- (10) Service by McKinney to the Transfer Area. McKinney currently provides retail water service to the McKinney Transfer Area, and the Parties agree that McKinney shall be entitled to continue to provide temporary water service to the McKinney Transfer Area. All revenue, fees, charges, or other monies collected by McKinney during the period of temporary service shall inure to McKinney's benefit.
- (11) Transfer and Amendment of CCNs. Frisco and McKinney shall each file appropriate applications with the Texas Commission on Environmental Quality ("TCEQ") to formally transfer the Transfer Areas from McKinney's CCN to Frisco's CCN and from Frisco's CCN to McKinney's CCN. Frisco and McKinney shall endeavor to obtain TCEQ approval of the CCN transfers contemplated herein in an expeditious manner and will support and cooperate with each other and the TCEQ to accomplish this goal. The Parties shall file the necessary application to transfer the CCNs by December 31, 2007. The Parties shall make all reasonable efforts to file the applications simultaneously with the TCEQ. Each Party shall bear their own costs associated with preparing and filing the CCN applications and the pursuit of regulatory approvals.

Transfer of Retail Water Utility Service Area
City of Frisco and City of McKinney

- (12) Transfer of Customers. Frisco and McKinney shall cooperate in providing notice of the transfer to customers located within the Transfer Area, if any. McKinney shall be entitled to receive all water utility service revenues and fees for water utility services rendered by McKinney prior to the execution date of the Agreement, unless otherwise contracted. Frisco shall be entitled to receive all water utility service revenues and fees for water utility services rendered by Frisco prior to the execution date of the Agreement, unless otherwise contracted. The Parties shall transfer all customers within 90 days after the issuance date of the TCEQ order approving the transfer.
- (13) Effective Dates. This Agreement is effective and enforceable as between Frisco and McKinney following execution by both parties. The transfer of the Transfer Areas to the other Party is effective and enforceable upon notice of the intended date of transfer of the retail water service (the "Transfer Effective Date").
- (14) Filing of Agreement. After Execution of the Agreement by the Parties, a copy of the Agreement shall be filed with the TCEQ.
- (15) Section 13.248. This Agreement shall be construed and interpreted in accordance with Section 13.248 of the Texas Water Code.

MISCELLANEOUS

- (16) Applicable Texas Law. This Agreement shall be governed by and construed and enforced under the laws of the State of Texas.
- (17) Performance. The obligations and undertakings of each of the parties to this Agreement shall be performed in Collin County, Texas. Except for matters within the jurisdiction of the TCEQ (or its successor), the parties expressly agree that all judicial proceedings to enforce any of the provisions of this Agreement shall take place in Collin County, Texas.
- (18) Entire Agreement. This Agreement contains the entire agreement of Frisco and McKinney with respect to the subject matter of the Agreement. No Agreement, statement, or promise made by any party or to any employee, agent, or officer of any party, that is not contained in this Agreement shall be valid, binding, or of any force or effect. Any amendments to this Agreement must be in writing and signed by the party or parties to be charged.
- (19) Successors and Assigns. This Agreement shall be binding upon the parties hereto and their respective successors, heirs, representatives, and assigns.

Transfer of Retail Water Utility Service Area
City of Frisco and City of McKinney

- (20) Agreement Drafted Equally. This Agreement shall be deemed drafted equally by the Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against either Party shall not apply.
- (21) Severability. Should any provision of this Agreement be declared void by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect.
- (22) Attorney's Fees. In the event of any suit or other adjudication between the Parties to enforce any claim arising out of this Agreement, or to interpret the terms of this Agreement, the prevailing Party shall be entitled to recover its fees, damages, costs, attorneys' fees, and such other and further relief from the non-prevailing Party, general or special, at law or in equity, to which the prevailing Party may show itself justly entitled as provided by Texas Local Government Code § 271.159.
- (23) Covenant of Authority. The respective signatories to this Agreement covenant that they are fully authorized to sign this Agreement on behalf of their respective party.

IN WITNESS WHEREOF, EXECUTED by the City of Frisco and the City of McKinney under the authority of their respective governing bodies in Duplicate Originals on the dates indicated below.



CITY OF FRISCO

BY: George Purdy
George Purdy Mayor City Manager

Date: 3/9/07

ATTEST:

L. Barrera for Dan Parker
City Secretary

Transfer of Retail Water Utility Service Area
City of Frisco and City of McKinney

CITY OF MCKINNEY

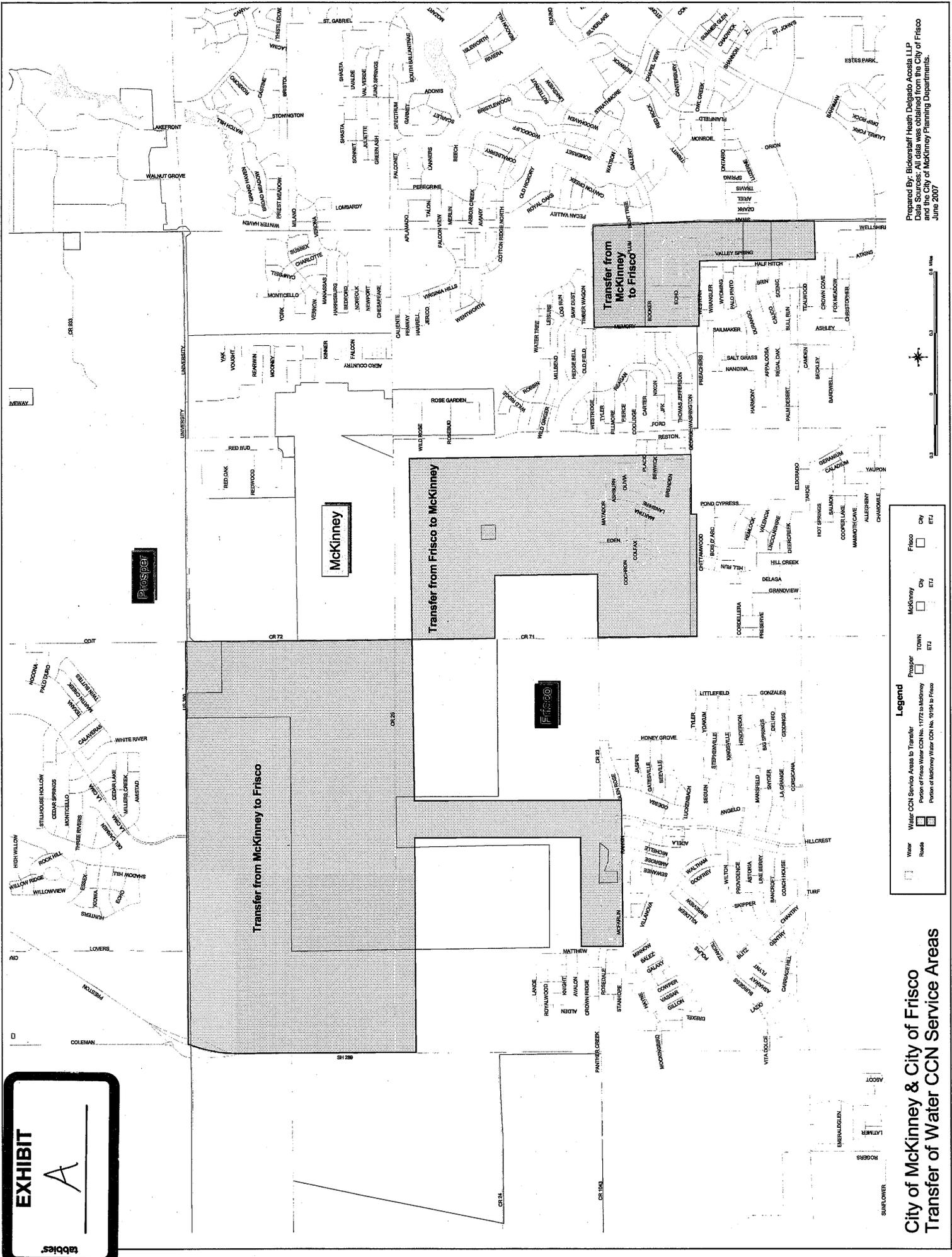
BY: *Lawrence W. Robinson*
Lawrence W. Robinson,
by Regie Neff, Assistant City
Manager and authorized signatory

Date: _____

ATTEST:

Jandy Hall 3/20/17
City Secretary





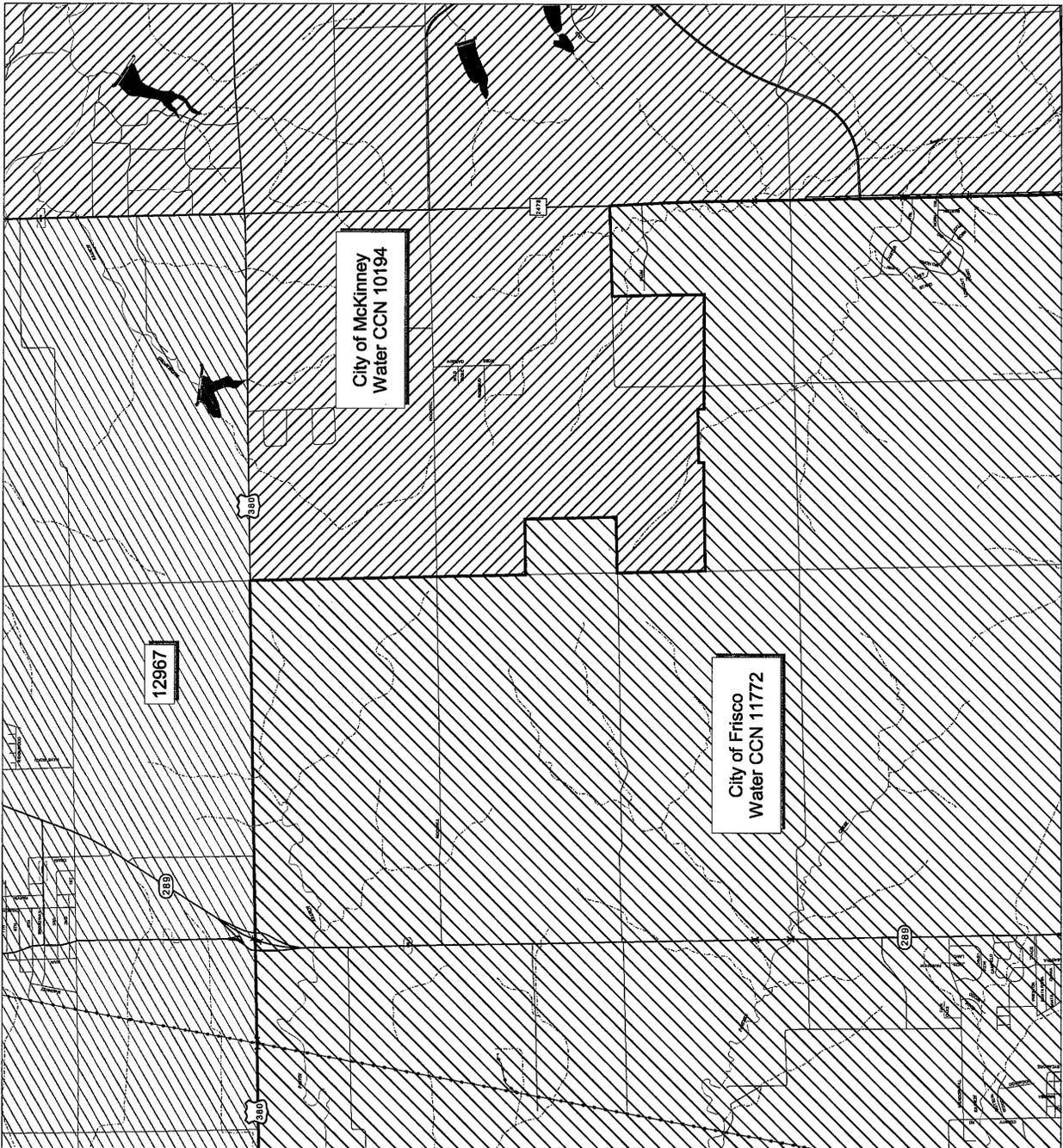
Prepared By: Bickerstaff Heath Delgado Acosta LLP
 City of Frisco
 and the City of McKinney Planning Departments.
 June 2007



Legend

	Water		Frisco
	Roads		McKinney
	Transfer from Frisco to McKinney		City
	Transfer from McKinney to Frisco		ETJ
	Prospar		Town
	Portion of Frisco Water CCN No. 11772 to McKinney		City
	Portion of McKinney Water CCN No. 10194 to Frisco		ETJ

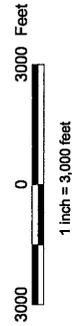
**City of McKinney & City of Frisco
 Transfer of Water CCN Service Areas**



City of Frisco / City of McKinney 13.248 Agreement
 Portion of Water CCN Service Areas
 Application No. 35786-C (Contract Service Agreement
 from the City of Frisco, CCN No. 11772
 to Transfer a Portion of City of McKinney, CCN No. 10194
 and from the City of McKinney, CCN No. 10194
 to Transfer a Portion of the City of Frisco, CCN No. 11772
 in Collin County)



Water CCN Service Areas
 11772 - CITY OF FRISCO
 10194 - CITY OF MCKINNEY
 12967 - CITY OF PROSPER
 Areas Transferred
 Frisco to McKinney
 McKinney to Frisco



Map by S. Jester 4/30/2018
 Data from: c:\gis\projects\applications\35786-c.shp
 and 35786-c_umb.shp
 Project path: c:\gis\projects\applications\35786-c.apr

CONSENT FORM

Applicant's Name: City of Frisco/City of McKinney 13.248 Agreement
Application No.: 35786-C

- I concur with the map created 4/3/2008 as a result of the above mentioned application.
- I do not concur with the map created 4/3/2008 and intend to respond by letter dated _____.

I am authorized by the City of McKinney, to sign this form.

Signature: *Frank Ragan*
by Rick Cherry, Assistant City
Manager and authorized signatory

Printed Name: FRANK RAGAN

Relationship to Applicant: CITY MANAGER

Date signed: 4-14-08

Mail to or fax to:
Heidi Graham
Utilities & Districts Section, MC 153
Water Supply Division
Texas Commission on Environmental Quality
P.O. Box 13087
Austin, TX 78711-3087
Fax (512) 239-6972

CONSENT FORM

Applicant's Name: City of Frisco/City of McKinney 13.248 Agreement
Application No.: 35786-C

- I concur with the map created 4/3/2008 as a result of the above mentioned application.
- I do not concur with the map created 4/3/2008 and intend to respond by letter dated _____.

I am authorized by the City of Frisco, to sign this form.

Signature: George Purefoy

Printed Name: GEORGE PUREFOY

Relationship to Applicant: CITY MANAGER

Date signed: 4/7/08

Mail to or fax to:
Heidi Graham
Utilities & Districts Section, MC 153
Water Supply Division
Texas Commission on Environmental Quality
P.O. Box 13087
Austin, TX 78711-3087
Fax (512) 239-6972

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