

73-04-01

CITY OF WESTON, TEXAS  
ORDINANCE NO. 4

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*Original in  
packet from  
attorney*

AN ORDINANCE ESTABLISHING CERTAIN BOUNDARY LINES BETWEEN THE CITY OF WESTON, AND ADJACENT CITIES; AUTHORIZING THE MAYOR TO CONTRACT WITH SAID CITIES; SPECIFYING THE TERMS OF SAID CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE OF SAID ORDINANCE.

WHEREAS, the City of Weston, Texas, had a definite need to adopt a planning area and to outline the future boundaries of said City, and

WHEREAS, the necessity for future preparation of a Comprehensive Community Plan requires that the City of Weston, Texas, define the area to be served in the future by said City, and

WHEREAS, the City Council of the City of Weston, Texas deems it in the best interest of the City of Weston, Texas, and in the public welfare of the citizens of their community to pass this Ordinance, NOW THEREFORE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WESTON, TEXAS:

Section 1. That the Mayor, Samuel A. Dunlap, be and is hereby authorized to execute a contract with the Cities of McKinney, Texas; Melissa, Texas; Celina, Texas, and Anna, Texas, which contracts will define and describe the future mutually agreed boundaries between the City of Weston, Texas, and the Cities herein above named.

Section 2. That said Contract shall not alter the extra-territorial jurisdiction of each City as provided in the 1963 Municipal Annexation Act; provided, however, that said contract shall state that the extra-territorial jurisdiction of each City shall not extend past the agreed boundary line.

Section 3. That the City of Weston, Texas will join in a mutual effort with its neighboring cities to seek legislative validation of the several contracts which shall be executed by and between the neighboring cities of Northern Collin County in accordance with Article 3, Section 64 of the Constitution of the State of Texas.

Section 4. The contract shall define and describe the future mutual boundaries in accordance with the map of Central Collin County, a copy of which is attached hereto marked Schedule A and made a part hereof as though written herein.

Section 5. The contract shall provide that the land which is encompassed by the mutual boundary other than the land presently within the said cities, shall not be subject to taxation by either respective city until such time that land is legally annexed to that respective city.

Section 6. That said contract shall contain such other provisions as shall be deemed necessary by said Mayor , so as to accomplish the spirit of this Ordinance.

Section 7. All other ordinances of the City of Weston found to be in conflict with the provisions of this ordinance are hereby repealed, in so far as they conflict with the provisions of this ordinance.

Section 8. If any section, subsection, sentence, clause, or phrase of this ordinance or the application of the same to a particular set of persons or circumstances, should for any reason, be held invalid, such invalidity shall in nowise affect the remaining portions of this ordinance, and to such end the various provisions of this ordinance are declared to be severable.

Section 9. That this ordinance shall take effect immediately upon its adoption by the City Council, City of Weston, Texas.

DULY PASSED AND APPROVED BY THE WESTON CITY COUNCIL ON THE 5<sup>th</sup>  
DAY OF April A.D., 1973.

APPROVED:

Samuel A. Dunlap  
Mayor, City of Weston, Texas

ATTEST:

Peagy Kissinger  
City Secretary, City of Weston, Texas

Boundary  
Weston and  
City of McKinney

CONTRACT

THE STATE OF TEXAS        §  
COUNTY OF COLLIN        §

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, THE CITY OF MCKINNEY, TEXAS, and the CITY OF WESTON, TEXAS, are parties to this Contract; and

WHEREAS, Article 3, Section 64 of the Constitution of the State of Texas authorizes cities to contract one with another for the performance of governmental functions required or authorized by the Constitution or the Laws of the State of Texas; and

WHEREAS, the parties agree that under this Contract the public welfare of each city will be enhanced by proper planning for orderly growth; and

WHEREAS, the parties further agree that under this Contract, citizens, property owners, and corporate firms presently located or which may in the future be located, within the area between each city will be benefited in planning and developing their property, homes, and businesses; and

WHEREAS, the parties further agree that it is in the interest of the Citizens of this area to reach voluntary agreement concerning the location of future mutual boundaries between the various cities;

NOW THEREFORE, it is hereby mutually agreed by the duly elected officials of the CITY OF MCKINNEY, TEXAS, and the CITY OF WESTON, TEXAS:

1. That, in accordance with council ordinance duly passed and adopted by the CITY OF MCKINNEY, TEXAS, at the council meeting of March 19, 1973, and in accordance with council ordinance duly passed and adopted by the CITY OF WESTON, TEXAS, at the council meeting of April 5, 1973, the mayor or city manager and secretary of the respective cities are thereby authorized to execute this agreement on behalf of the Citizens of said cities.

2. That the following described boundary between the CITY OF MCKINNEY, TEXAS, AND the CITY OF WESTON, TEXAS, is voluntarily agreed upon by the duly elected mayor and council of each of said cities, and that the following described boundary be accepted by the citizens of said cities as the common boundary between the said cities.

3. That the following described boundary between the CITY OF MCKINNEY, TEXAS, and the CITY OF WESTON, TEXAS, shall be recognized with respect to future development of each city, but that the land which is encompassed by the mutual boundary other than the land presently within the said cities, shall not be subject to taxation by either respective city until such time that land is legally annexed to that respective city.

4. That the extra-territorial jurisdiction of each city shall remain in accordance with the terms and conditions of the 1963 Municipal Annexation Act, except that the CITY OF MCKINNEY agrees that it will not exercise its extra-territorial jurisdiction beyond the following described boundary between the CITY OF MCKINNEY, TEXAS and the CITY OF WESTON, TEXAS AND THAT the CITY OF WESTON, TEXAS, agrees that it will not exercise its extra-territorial jurisdiction beyond the following described boundary between the CITY OF WESTON, TEXAS, and the CITY OF MCKINNEY, TEXAS.

5. The boundary line between the CITY OF MCKINNEY, TEXAS, and the CITY OF WESTON, TEXAS, shall be as follows:

Beginning at the southwest corner of the Andrew Thomas Survey;

Thence north along the west boundary of the Andrew Thomas Survey to the south boundary of the John Emberson Survey;

Thence west, along the south boundary of the John Emberson Survey to a point five hundred (500.0) feet east of the east right-of-way line of F.M. 543;

Thence south, parallel to and five hundred (500.0) feet from the east right-of-way line of F.M. 543 to the south boundary of the J. C. Welborn property;

Thence West, along the south boundary of the J. C. Welborn property five hundred (500.0) feet to the east right-of-way of F.M. 543 and continuing on west in a straight line to the west right-of-way line of F.M. Road 543;

Thence north, along the west right-of-way line of F.M. 543 to the north boundary of the Joe B. Crump property;

Thence west along the Joe B. Crump property a distance of five hundred (500.0) feet;

Thence north, parallel to and five hundred (500.0) feet from the west right-of-way of F.M. Road 543 to a point five hundred (500.0) feet south of an east-west segment of F.M. Road 543;

Thence west, five hundred (500.0) feet from and parallel to the south right-of-way line of F.M. 543 to the east right-of-way of Skyline Drive (Ross Road);

Thence south, along the east right-of-way of Skyline Drive (Ross Road) to the center line of Honey Creek;

Thence in a northwesterly direction along the meanderings of the center line of Honey Creek to the south right-of-way line of an east-west unnamed county road which parallels the north boundaries of the Empson Hamilton and L. D. Davidson Surveys;

Thence in a westerly direction along the south right-of-way line of the said unnamed east-west county road which parallels the north boundaries of the Empson Hamilton and L. D. Davidson Surveys to the east right-of-way line of a north-south unnamed county road which parallels the east boundary of the Daniel J. Franklin Survey;

Thence south, along the east right-of-way line of said unnamed county road to a point in line with the south right-of-way of an east-west segment of F. M. 1461;

Thence west, along the south right-of-way line of F. M. 1461 and continuing along the south right-of-way of F. M. 1461 to the east right-of-way of F. M. 2478.

6. IN WITNESS WHEREOF, the parties hereto acting under authority of their respective governing bodies have caused this Contract to be duly executed, in several counterparts, each of which shall constitute an original, on this 5th day of April, 1973.

CITY OF MCKINNEY, TEXAS

BY Lee S. Vickers

Lee S. Vickers, City Manager

ATTEST:

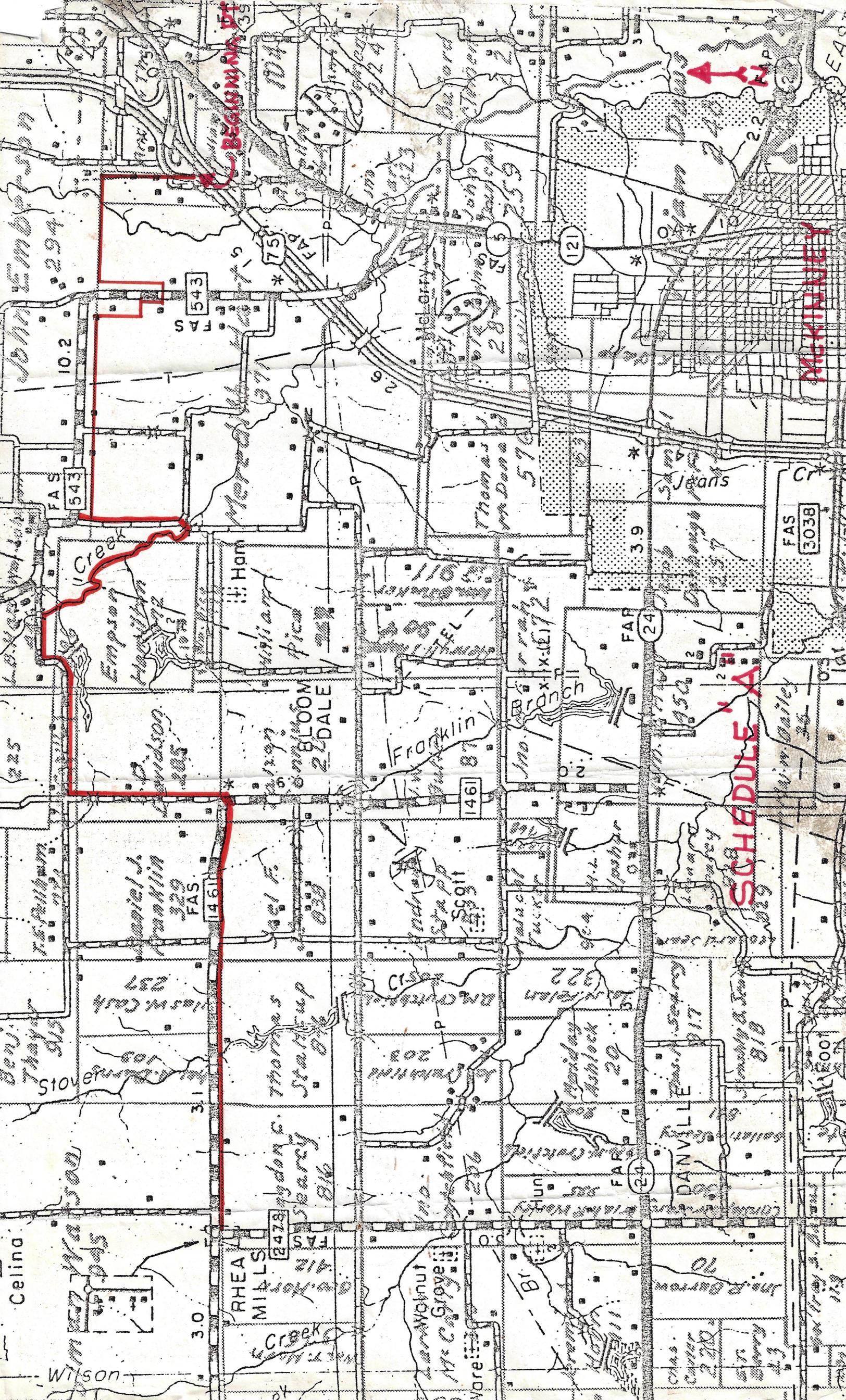
Leahann F. Bryant  
City Secretary

CITY OF WESTON, TEXAS

BY Samuel A. Dyer

ATTEST:

Dean Kissing  
City Secretary



BEGINNING PT



SCHEDULE 'A'

MCKINLEY

FAS 3038

FAS 1461

FAS 1461

FAS 1461

FAS 1461

FAS 1461

FAS 1461

John Emberson

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