

ORDINANCE NO. 2025-06

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A BOUNDARY ADJUSTMENT AGREEMENT BETWEEN THE CITY OF WYLIE AND THE CITY OF LAVON; AUTHORIZING THE MAYOR TO EXECUTE THE BOUNDARY ADJUSTMENT AGREEMENT ON BEHALF OF THE CITY OF WYLIE; CLARIFYING THAT THE PROPERTY AS DESCRIBED IN THE BOUNDARY ADJUSTMENT AGREEMENT RELEASED FROM WYLIE'S EXTRATERRITORIAL JURISDICTION AND INCORPORATED INTO LAVON'S EXTRATERRITORIAL JURISDICTION; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Wylie, Texas ("City Council") desires to enter into a Boundary Adjustment Agreement between the City of Wylie, Texas ("Wylie") and the City of Lavon, Texas ("Lavon"), as set forth in Exhibit 1, attached hereto and incorporated herein for all purposes (collectively, the "Property"); and

WHEREAS, the City Council finds that it would be advantageous and beneficial to Wylie and its citizens to approve the Boundary Adjustment Agreement and to confirm that the property described in the Boundary Adjustment Agreement is released from Wylie's extraterritorial jurisdiction and incorporated into Lavon's extraterritorial jurisdiction in order to promote orderly development and delivery of municipal services within such property; and

WHEREAS, the City Council finds that all legal notices, procedures and other requirements for approving the Boundary Adjustment Agreement have been performed and completed in the manner and form required by law.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS:

SECTION 1. Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2. Approval of Boundary Agreement. The City Council hereby approves the terms and conditions of the Boundary Adjustment Agreement attached as Exhibit 1. The Mayor is authorized and directed to execute, on behalf of Wylie, the Boundary Adjustment Agreement attached as Exhibit 1.

SECTION 3. Official Map and Boundaries Amended. Upon adoption of this Ordinance and the mutual execution of the Boundary Agreement, the official map and boundaries of Wylie shall be amended, if necessary, in accordance with the Boundary Agreement. A certified copy of this Ordinance with the mutually executed Boundary Adjustment Agreement shall be filed in the County Clerk's Office of Collin County, Texas.

SECTION 4. Savings/Repealing Clause. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 5. Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause and phrase thereof regardless of the fact that any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 6. Effective Date. This Ordinance shall become effective from and after its adoption.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS on this 14th day of January, 2025.

Matthew Porter, Mayor

**ATTESTED TO AND
CORRECTLY RECORDED BY:**

Stephanie Storm, City Secretary

Exhibit 1
Boundary Adjustment Agreement

[5 pages attached hereto]

STATE OF TEXAS §

COUNTY OF COLLIN §

**BOUNDARY ADJUSTMENT AGREEMENT BETWEEN
THE CITIES OF LAVON AND WYLIE**

WHEREAS, the City of Lavon, Texas (“Lavon”), is a Home Rule municipality created pursuant to state law, and located in Collin County, Texas; and

WHEREAS, the City of Wylie, Texas (“Wylie”), is a Home Rule municipality created pursuant to state law, and located in Collin County, Texas; and

WHEREAS, both Lavon and Wylie (collectively, “Parties”) are empowered to enter into agreements concerning their respective extraterritorial jurisdiction (“ETJ”) boundaries and corporate limit boundaries by, but necessarily limited to, the authority granted them pursuant to Chapter 791 of the Texas Government Code, known as the Interlocal Cooperation Act and Chapter 43 of the Texas Local Government Code, to enter into agreements with one another to perform governmental functions such as the determination of ETJ boundaries and corporate limit boundaries; and

WHEREAS, Lavon and Wylie are empowered pursuant to Section 42.023 of the Texas Local Government Code to reduce their respective ETJ boundaries by ordinance or resolution; and

WHEREAS, Wylie is empowered pursuant to Section 43.003 of the Texas Local Government Code to fix its ETJ boundaries and corporate limit boundaries and to exchange area with other municipalities; and

WHEREAS, the Parties are empowered pursuant to Section 43.015 of the Local Government Code to make mutually agreeable changes in the boundaries of areas that are less than 1,000 feet in width; and

WHEREAS, Lavon and Wylie share common boundaries; and

WHEREAS, Lavon and Wylie have identified an area that is within Wylie’s ETJ, consisting of forty-one (41) tracts of land, the depiction of which is attached hereto *Exhibit A* and incorporated herein for all purposes (collectively, the “Property”); and

WHEREAS, the Parties desire to identify a mutually agreeable ETJ boundary between the two communities, and provide a mechanism designed to ensure, to the extent legally permissible, that both cities have agreed upon boundaries upon which they can rely so that each city may have certainty in its respective planning and development decisions for these areas; and

WHEREAS, the Parties agree that it is in the best interests of the residents of their respective communities to establish a mutually agreeable ETJ boundary; and

WHEREAS, the Parties have determined that this Boundary Adjustment Agreement Between the Cities of Lavon and Wylie (“Agreement”) is in each party’s best interests, as well as in the best interests of their respective citizens, and that this Agreement concerns only the Property.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein made and the benefits to each party resulting here from, and the recitals set forth above which are made contractual provisions of this Agreement, Lavon and Wylie do hereby contract, covenant and agree as follows with respect to the Property:

SECTION 1. FINDINGS INCORPORATED.

The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the Parties.

SECTION 2. TERM.

This Agreement shall become effective upon the date of the last party to execute this Agreement (the “Effective Date”) and shall remain in effect in perpetuity, to the extent authorized by law, until and unless terminated by agreement of the Parties.

SECTION 3. AGREEMENT

The Parties hereby agree to establish and recognize the new extraterritorial jurisdiction boundary delineated by the ownership parcels yellow boundary lines as shown in *Exhibit A* as attached hereto. Wylie, through this Agreement, hereby releases, relinquishes, waives, and discontinues any claim, jurisdiction, or entitlement to the Property as being within Wylie’s ETJ as a result of the herein described boundary adjustment, to the extent that any such claim, jurisdiction, or entitlement existed as of the Effective Date of this Agreement.

SECTION 5. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

A. The persons signing this Agreement on behalf of the cities have been duly authorized and empowered to do so by a vote of their respective governing bodies and the passage of an appropriate ordinance. The adoption of any such ordinance or the performance of any other action hereunder shall be contingent, and neither shall be deemed effective nor enforceable by one of the parties against the other, unless and until such time as both parties have adopted such an ordinance or taken such other necessary acts as mirror the other’s acts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

B. This Agreement may not be assigned. It embodies the entire agreement between the Parties and may not be amended except in writing.

C. In the event that one or more of the provisions contained in this Agreement for any reason shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability of this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein, but shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.

D. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Collin County, Texas.

Venue for any action arising under this Agreement shall lie in the state district courts of Collin County, Texas.

E. This Agreement shall supersede and replace any and all prior agreements between the Parties regarding the matters addressed in this Agreement to the extent of any conflict between this Agreement and any such prior agreements.

F. The Parties agree that Wylie shall have no obligations to provide municipal services to or otherwise exert jurisdiction over the Property, it being the parties' intent that Lavon has the right and obligation to provide municipal services to the Property, subject to ordinances and regulations of Lavon and Texas law.

G. Wylie hereby waives all of its jurisdiction, if any, in or to the Property. It is expressly agreed and understood that this waiver shall operate only in favor of the parties to this Agreement and shall not constitute a waiver of any right, including ETJ rights, which either party may be able to assert against any other municipality. The Parties agree that nothing in this Agreement releases, relinquishes, diminishes, waives or lessens in any way the rights that either party may have, at law or in equity, to challenge or contest any other annexations, attempted annexations or jurisdictional claims made by the other party, not related to the Property.

H. This Agreement is for the benefit of the parties, and does not and shall not confer or extend any benefit or privilege to any third party.

EXECUTED this the ____ day of _____ 2025.

ATTEST:

CITY OF LAVON, TEXAS

Rae Norton, City Secretary

Vicki Sanson, Mayor

ATTEST:

CITY OF WYLIE, TEXAS

Stephanie Storm, City Secretary

Matthew Porter, Mayor

EXHIBIT A
New Boundary Line