

**AGREEMENT FOR MINOR BOUNDARY ADJUSTMENTS BETWEEN  
ABILENE INDEPENDENT SCHOOL DISTRICT,  
WYLIE INDEPENDENT SCHOOL DISTRICT  
AND EULA INDEPENDENT SCHOOL DISTRICT**

WHEREAS, the Abilene Independent School District (“Abilene ISD”) of Taylor and Jones Counties, Texas, the Wylie Independent School District (“Wylie ISD”) of Taylor County, Texas, and the Eula Independent School District (“Eula ISD”) of Callahan and Taylor Counties, Texas, are authorized to make minor adjustments to their common boundaries by agreement pursuant to the provisions of Section 13.231, Texas Education Code; and

WHEREAS, each of the above-named governmental entities has determined that the minor boundary adjustments set forth in this agreement are for appropriate public purposes and within their respective statutory powers of government and that it would be in the public interest for each governmental entity to enter into this agreement; NOW, THEREFORE:

The Abilene ISD, the Wylie ISD, and the Eula ISD, each acting by and through its duly authorized officers, do hereby find, covenant, and agree as follows:

**I. Abilene/Wylie Adjustment**

1.01 The Affected Territory from Abilene ISD to Wylie ISD. The territory with boundary between Abilene ISD and Wylie ISD subject to and affected by this agreement consists of 264.813 acres of land, more or less, out of the west one-half of Section No. 14, Lunatic Asylum Lands, Abstract Nos. 776 and 777, City of Abilene, Taylor County, Texas, and is more particularly described by metes and bounds in Exhibit A. This Affected Territory is situated entirely in Abilene ISD and shares a common boundary with Wylie ISD as shown on Exhibit B. Abilene ISD and Wylie ISD find and agree that at the time this Agreement is executed:

- a. The Affected Territory has no residents, and, therefore no child residing in the Affected Territory is enrolled in a school of the Abilene ISD.
- b. The taxable value of the Affected Territory, within the meaning of Section 403.302, Texas Government Code, does not exceed one-tenth of one percent (0.1%) of the total taxable value of all property in the Abilene ISD.
- c. Adjustment of the common boundary between Abilene ISD and Wylie ISD by transferring the Affected Territory from Abilene ISD to Wylie ISD satisfies all of the requirements of Section 13.231, Texas Education Code.
- d. Adjustment of the said common boundary by transfer of the Affected Territory from Abilene ISD to Wylie ISD should not be detrimental to the best social, educational, and economic interests of the children who will reside in the Affected Territory, and the children of the affected school districts in that
  - (1) School transportation distances, time, and costs could be less for those enrolling in the receiving district;
  - (2) Resident children could attend school with their neighbors in Wylie ISD, if desired;
  - (3) Resident children and their parents could have undiminished access to school facilities, extracurricular activities, and community activities, facilities, and services in or convenient to the neighborhood in which they reside.

1.02 “Hold-Harmless” Payments in Lieu of Taxes. For and in consideration of Abilene’s agreement to transfer the Affected Territory, and other school finance benefits

flowing to Wylie ISD under this Agreement, Wylie ISD agrees to make annual payments to Abilene ISD, each in an amount equal to the ad valorem taxes for the previous tax year that would have been imposed on real property in the Affected Territory if the territory had remained in the Abilene ISD. The first payment shall be due on April 1, 2017, and the remaining payments shall be due on April 1 of each succeeding year, continuing through the sooner of either: seven (7) years beyond the first year (if any) that a Tax Rollback is levied upon any of the property due to change of use from Agricultural to Market Valuation, or a maximum of twenty (20) years of such annual payments, i.e. April 1, 2036. The amount of each annual payment shall be determined by multiplying the aggregate taxable value of property within the Affected Territory according to the certified appraisal roll for the previous tax year by the combined maintenance and debt service tax rate in Abilene ISD for the previous tax year, and shall include the amount of any Tax Rollback charges levied and collected during such time.

1.03 Adjustment of Common Boundary between Abilene ISD and Wylie ISD.

The common boundary between Abilene ISD and Wylie ISD is hereby adjusted by transfer of the Affected Territory from the Abilene ISD to the Wylie ISD (the Abilene/Wylie Adjustment).

**II. Eula/Abilene Adjustment**

2.01 The Affected Territory from Eula ISD to Abilene ISD. The territory with boundary between Eula ISD and Abilene ISD subject to and affected by this agreement consists of approximately 254 acres of land, more or less, out of a parcel of 425.428 acres of land owned by Abilene Christian University out of Sections 38 and 39, Blind Asylum Lands, Abilene, Taylor County, Texas, and is more particularly described by metes and bounds in Exhibit C. This Affected Territory is situated partially in Eula ISD and shares a common

boundary with Abilene ISD as shown on Exhibit D. Eula ISD and Abilene ISD find and agree that at the time this Agreement is executed:

- a. The Affected Territory currently has no residents with children; therefore no child residing in the Affected Territory is enrolled in a school of the Eula ISD.
- b. The taxable value of the Affected Territory, within the meaning of Section 403.302, Texas Government Code, does not exceed one-tenth of one percent (0.1%) of the total taxable value of all property in the Eula ISD.
- c. Adjustment of the common boundary between Eula ISD and Abilene ISD by transferring the Affected Territory from Eula ISD to Abilene ISD satisfies all of the requirements of Section 13.231, Texas Education Code.
- d. Adjustment of the said common boundary by transfer of the Affected Territory from Eula ISD to Abilene ISD should not be detrimental to the best social, educational, and economic interests of the children who will reside in the Affected Territory, and the children of the affected school districts in that
  - (1) School transportation distances, time, and costs could be less for those enrolling in the receiving district;
  - (2) Resident children could attend school with their neighbors in Abilene ISD, if desired;
  - (3) Resident children and their parents could have undiminished access to school facilities, extracurricular activities, and community activities, facilities, and services in or convenient to the neighborhood in which they reside.

2.02 “Hold-Harmless” Payments in Lieu of Taxes. For and in consideration of Eula’s agreement to transfer the Affected Territory, and other school finance benefits flowing

to Abilene ISD under this Agreement, Abilene ISD agrees to make annual payments in lieu of taxes to Eula ISD, each in an amount equal to the ad valorem taxes for the previous tax year that would have been imposed on real property in the Affected Territory if the territory had remained in the Eula ISD. The first payment shall be due on April 1, 2017, and the remaining payments shall be due on April 1 of each succeeding year, continuing through the sooner of either: seven (7) years beyond the first year (if any) that a Tax Rollback is levied upon any of the property due to change of use from Agricultural to Market Valuation, or a maximum of twenty (20) years of such annual payments, i.e. April 1, 2036. The amount of each annual payment shall be determined by multiplying the aggregate taxable value of property within the Affected Territory according to the certified appraisal roll for the previous tax year by the combined maintenance and debt service tax rate in Eula ISD for the previous tax year, and shall include the amount of any Tax Rollback charges levied and collected during such time.

2.03 Adjustment of Common Boundary between Eula ISD and Abilene ISD. The common boundary between Eula ISD and Abilene ISD is hereby adjusted by transfer of the Affected Territory from the Eula ISD to the Abilene ISD (the Eula/Abilene Adjustment).

### **III. District Boundaries as Adjusted**

The boundaries of the Abilene ISD following the Adjustments shall be as shown in Exhibit E. The boundaries of the Wylie ISD following the Adjustments shall be as shown in Exhibit F. The boundaries of the Eula ISD following the Adjustments shall be as shown in Exhibit G.

### **IV. Voting Rights Act Compliance**

If any aspect of the Adjustments were subject to pre-clearance approval by the Department of Justice under the Voting Rights Act of 1965, as amended, each affected party would be responsible for obtaining its own approval at its own expense; however, it is

understood that the State of Texas as a whole is no longer subject to the preclearance requirements due to the unconstitutionality of Section 4(b) of the Voting Rights Act as held by the U. S. Supreme Court in *Shelby County v. Holder*, 133 S.Ct. 2612 (2013), and none of the parties hereto are known to be individually subject to preclearance approval under Sections 4(a) or 5 of said Act or otherwise.

**V. Effective Date of Adjustment**

The effective date of the Adjustments shall be January 1, 2016..

**VI. Term of Agreement**

The Adjustment is permanent unless further adjusted or changed as provided by law.

**VII. Reports to Commissioners Courts and TEA**

Immediately after the effective date of the Adjustment, each of the affected districts shall report the Adjustment to the Commissioners' Court of Taylor County, Texas, to which both Abilene ISD and Wylie ISD are assigned for administrative purposes by the Texas Education Agency, and to Callahan County to which Eula ISD is so assigned; such reports shall be for information only, not requiring or seeking allocation of indebtedness or personal property between or among the affected districts. Each of the affected districts shall also report the Adjustment to the Texas Education Agency as provided in Section 13.010, Texas Education Code.

**VIII. Exhibits**

This agreement contains seven exhibits: Exhibit A, Metes and Bounds of the Affected Abilene/Wylie Territory; Exhibit B, Common Boundary of Affected Abilene/Wylie Territory; Exhibit C, Metes and Bounds of the Affected Eula/Abilene Territory; Exhibit D, Common Boundary of Affected Eula/Abilene Territory; Exhibit E, Boundaries of the Abilene ISD After Adjustment; Exhibit F, Boundaries of the Wylie ISD After Adjustment; and Exhibit G,

Boundaries of the Eula ISD After Adjustment, all of which exhibits are attached hereto, made a part hereof, and incorporated by reference for all purposes.

**IX. General Provisions**

It is understood and agreed that this Agreement: (1) is contractual and not a mere recital; (2) shall be governed by, construed and enforced in accordance with, and subject to the laws of the State of Texas; (3) may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes herein; and (4) contains the entire agreement of the parties, cannot be modified or terminated orally, and supersedes any and all prior oral or written agreements, arrangements or understandings between the parties.

1. Effective Date of Agreement. This agreement shall be effective upon execution by all parties and shall be binding upon and inure to the benefit of the parties hereto and to their respective successors, if any.

**ABILENE INDEPENDENT  
SCHOOL DISTRICT**

**WYLIE INDEPENDENT  
SCHOOL DISTRICT**

By \_\_\_\_\_  
President, Board of Trustees  
Date \_\_\_\_\_

By \_\_\_\_\_  
President, Board of Trustees  
Date \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
Secretary, Board of Trustees

\_\_\_\_\_  
Secretary, Board of Trustees

APPROVED AS TO FORM AND  
SUBSTANCE

APPROVED AS TO FORM AND  
SUBSTANCE

\_\_\_\_\_  
Attorney for Abilene Independent  
School District

\_\_\_\_\_  
Attorney for Wylie Independent  
School District

**EULA INDEPENDENT  
SCHOOL DISTRICT**

By \_\_\_\_\_  
President, Board of Trustees  
Date \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM AND  
SUBSTANCE

\_\_\_\_\_  
Secretary, Board of Trustees

\_\_\_\_\_  
Attorney for Eula Independent School  
District

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**EXHIBIT A**

**METES AND BOUNDS OF THE  
AFFECTED ABILENE/WYLIE TERRITORY**

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**EXHIBIT B**  
**COMMON BOUNDARY BETWEEN**  
**AFFECTED ABILENE/WYLIE TERRITORY AND**  
**WYLIE ISD**

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**EXHIBIT C**  
**METES AND BOUNDS OF THE**  
**AFFECTED EULA/ABILENE TERRITORY**

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**EXHIBIT D**  
**COMMON BOUNDARY BETWEEN**  
**AFFECTED EULA/ABILENE TERRITORY AND**  
**ABILENE ISD**

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**EXHIBIT E**

**BOUNDARIES OF THE  
ABILENE ISD AFTER ADJUSTMENT**

**EXHIBIT F**

**BOUNDARIES OF THE  
WYLIE ISD AFTER ADJUSTMENT**

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**EXHIBIT G**

**BOUNDARIES OF THE  
EULA ISD AFTER ADJUSTMENT**

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