

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

AGENDA DATE: July 20, 2021

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Karina Brasgalla, (915) 212-1604

DISTRICT(S) AFFECTED: District 5

STRATEGIC GOAL: #3 Promote the Visual Image of El Paso

SUBGOAL: 3.3

SUBJECT:

A Resolution authorizing the City Manager to sign an Annexation Agreement between the City and El Paso County, for 3.62 acres of real property, located adjacent to John Hayes St. South of Montwood Dr., that will specify the terms and conditions in which the property will be annexed should the City annex the property, as well as the services and schedule of service that the City will provide following annexation. Furthermore, that the City Manager or his Designee is authorized to provide any and all notices required under law in order to annex this property.

Subject Property: Berryville Street South of Montwood Dr.

Applicant: El Paso County SUAX20-00002

BACKGROUND / DISCUSSION:

The applicant is requesting to annex approximately 3.62 acres of land located within the City of El Paso's extraterritorial jurisdiction (ETJ). The subject property will be incorporated into the planned improvements along John Hayes Street adjacent to the Eastside Sports Complex. An annexation agreement with service plan is required prior to the annexation of land. City Plan Commission recommended 8-0 to approve the proposed annexation agreement on June 3, 2021. See attached staff report for additional information.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? YES NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division

SECONDARY DEPARTMENT: N/A

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:

Philip Etiwe

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

RESOLUTION

WHEREAS, El Paso County (hereinafter referred to as “Property Owner”), wishes to annex 3.62 acres of real property described in the Annexation Agreement and incorporated for all purposes; and,

WHEREAS, the Property is not within the corporate limits of any municipality but is contiguous to the corporate limits of the City; and

WHEREAS, Property Owner desires that the Property be annexed to the City in order to provide adequate and efficient improvements and facilities; and

WHEREAS, Property Owner has agreed to be responsible for all costs relating to annexation and right-of-way improvements as described herein; and

WHEREAS, Property Owner, after full consideration, accepts the terms and conditions cited in this Agreement due to the advantages and benefits resulting from the annexation and development of the Property; and,

WHEREAS, the City, after due and careful consideration, has concluded that should the City decide to annex the Property the annexation should be under the terms and conditions hereinafter set forth and that such terms and conditions are in the best interest of the City to protect and provide for the public health, safety, morals and general welfare.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager or his Designee is authorized to sign an Annexation Agreement between the City and El Paso County, for 3.62 acres of real property, located adjacent to John Hayes St. South of Montwood Dr., that will specify the terms and conditions in which the property will be annexed should the City annex the property, as well as the services and schedule of service that the City will provide following annexation. Furthermore, that the City Manager or his Designee is authorized to provide any and all notices required under law in order to annex this property.

APPROVED this _____ day of _____, 2021.

THE CITY OF EL PASO

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine, City Clerk

APPROVED AS TO FORM:

Wendi N. Vineyard

Wendi Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:

Philip Etiwe

Philip Etiwe, Director
Planning & Inspections Department

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

ANNEXATION AGREEMENT
SUAX20-00002

THIS AGREEMENT made and entered into this ____ day of _____ 20____, by and between the City of El Paso, Texas, a Municipal Corporation, of the County of El Paso in the State of Texas (hereinafter referred to as "City"), and El Paso County (hereinafter referred to as "Owner");

WHEREAS, Owner is the owner-of-record of 3.62 acres of real property described in **Exhibits "A" and Exhibit "B"** that is attached to the annexation ordinance (which real property is hereinafter referred to as "Property"), and which Property is not within the corporate limits of any municipality but is contiguous to the corporate limits of the City; and,

WHEREAS, Owner desires that the Property be annexed to the City in order to provide adequate and efficient improvements and facilities; and

WHEREAS, Owner, after full consideration, accepts the terms and conditions cited in this Agreement due to the advantages and benefits resulting from the annexation of the Property; and,

WHEREAS, the attached Service Plan, described as **Exhibit "C"**, identifies the municipal services to be extended to the Property upon annexation; and,

WHEREAS, the City, after due and careful consideration, has concluded that should the City decide to annex the Property the annexation should be under the terms and conditions hereinafter set forth and that such terms and conditions are in the best interest of the City to protect and provide for the public health, safety, morals and general welfare.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

One: Should the City annex the Property such annexation will be in accordance with the terms and conditions of this Agreement. This Agreement shall be an exhibit to the ordinance which annexes the property and shall be incorporated for all purposes. It is understood by the Owner that there are significant costs to the City associated with the annexation of Property into the City and of paramount consideration for the City in entering into this Agreement is that the Owner participate in the municipal infrastructure costs and costs for providing municipal services as required in this Agreement.

Two: Owner hereby agrees that the development of the Property shall be in accordance with the rules and regulations of the City, including Public Service Board Regulations, and subject to the application and payment of all necessary application and permit fees except as otherwise provided below and Section Three and Section Four of this Agreement. It is understood by the Owner that the requirements specified below and specified in Section Three of this Agreement are in addition to the requirements specified in the City of El Paso City Code, City ordinances, City rules and regulations, and the Rules and Regulations of the El Paso Water-Public Service Board (EPW-PSB), and Owner agrees to comply with the additional requirements. Owner agrees to develop the Property in accordance with the following additional conditions:

1. No off-premise signs shall exist on the Property at the time of annexation.
2. Property is to be used for right-of-way purposes only (John Hayes Street)
3. The area will be dedicated as right-of-way to provide the required Major Arterial roadway.
4. The Owner shall provide for the dedication and improvement of roadway for the extension of John Hayes Street as indicated on the Major Thoroughfare Plan as required by Title 19 (Subdivisions) of the City Code.
5. The Owner shall make accommodation for the additional stormwater runoff generated by the development of John Hayes Street. Ponding shall be developed in accordance with the Design Standards for Construction and all other applicable provisions of the City Code.
6. The Owner shall reimburse the City for all costs incurred by the City to complete the public notification procedures required by applicable sections of Title 2, Subtitle C, Chapter 43 of the Texas Local Government Code.
7. The Owner shall reimburse the City for all costs incurred by the City to compensate Emergency Service Districts as required by applicable sections of Title 9, Subtitle B, Chapter 775 of the Texas Health and Safety Code.

Three: Owner hereby agrees that within 90 days of the passage of the ordinance annexing Property, Owner shall apply for a subdivision plat in accordance with the procedures of Title 19 (Subdivisions) of the Code.

Four: Owner shall provide the City with one (1) mylar and three (3) paper prints of a current aerial map of the Property depicting the condition of the Property at the time of annexation to the City. Such aerial, and any other evidence necessary to demonstrate the existence of any non-conforming lot, use or structure on the Property at the time of annexation, shall be provided by the Owner within thirty (30) days from passage of the ordinance annexing Property to the City. The aerial and other evidence shall be submitted to the Zoning Administrator in the Development Services Department of the City for validation of such non-conforming lot, use, or structure within the Property.

Notice: Any formal notice or other communication ("Notice") required to be given by one party to the other under this Agreement shall be given in writing, addressed to the Party to be notified at the address set forth below, by (i) delivering the same in person, (ii) depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, (iii) depositing the same with Federal Express or with another nationally recognized courier service guaranteeing "next day delivery," or (iv) sending the same by telefax with confirming copy sent by certified or registered mail. For the purpose of notice, the addresses of the Parties, until changed as provided below, shall be as follows:

- (1) CITY: City of El Paso
Attn: City Manager
P. O. Box 1890
El Paso, Texas 79901

Copy to: City Clerk
Same Address as above

- (2) OWNER: El Paso County
500 E. San Antonio, Suite 301
El Paso, Texas 79901

The Parties shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America by giving at least five (5) days written notice to the other Party. If any date or any period provided in this agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the notice shall be extended to the first business day following such Saturday, Sunday, or legal holiday.

Successors and Assigns: This Agreement is a restriction, condition and covenant running with the Property and a charge and servitude thereon and shall be binding upon and inure to the benefit of the parties hereto, and their heirs, successors and assigns of all or any part of the Property. Any future conveyance of the Property shall contain the restrictions, conditions and covenants and shall embody this Agreement by express reference; provided, however, this Agreement shall not be binding on, and shall not create any encumbrance to title as to, any end-buyer of a fully developed and improved lot within the Property, except for land-use regulations that may apply to a specific lot.

Remedies: This Agreement shall be enforceable in any court of competent jurisdiction by any of the parties or by an appropriate action at law or in equity to secure the performance of the restrictions, conditions and covenants herein contained. In the event a Party (the "Defaulting Party") commits a breach of this Agreement, the other Party (the "Non-Defaulting Party"), shall, prior to bringing suit or pursuing any other remedy, provide written notice of such breach to the Defaulting Party. Following receipt of such notice, the Defaulting Party shall have thirty (30) days within which to cure the breach. If the breach cannot be cured within such thirty- (30-) day period, the Defaulting Party shall commence to cure such breach within said period and thereafter diligently continue such cure to completion. In the event the Defaulting Party fails to cure the breach within said period, then the Non-Defaulting Party may pursue any remedy provided at law or in equity.

Severability: If any provision of this Agreement is held invalid by a court of competent jurisdiction, such provision shall be deemed to be excised herefrom, and the invalidity thereof shall not affect any of the other provisions contained herein, provided that any invalid provisions are not deemed by the City or the Owner to be material to the overall purpose and operation of this Agreement. If the City or Owner determines that the invalid provision is material, then, if the City has made such determination, the City shall have the option to disannex the Property. If the Owner has made such determination, the Owner shall have the option to terminate this Agreement. Such judgment or decree shall relieve the City and the Owner from performance under such invalid provision of this Agreement.

Entire Agreement: This Agreement contains the entire agreement of the Parties, and there are no other agreements or promises, oral or written, between the Parties regarding the subject matter of this Agreement. This Agreement may be amended only by written agreement signed by the Parties.

Governing Law, Jurisdiction & Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, as it applies to contracts performed within the State of Texas and without regard to any choice of law rules or principles to the contrary. The Parties acknowledge that this Agreement is performable in El Paso County, Texas and hereby submit to the jurisdiction of the courts of that County, and hereby agree that any such Court shall be a proper forum for the determination of any dispute arising hereunder.

No Third-Party Beneficiary: This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a Party, unless expressly otherwise provided.

Waiver: Any failure by a Party hereto to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof or of any provision hereof, and such Party shall have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement.

Reservation of Rights: to the extent not inconsistent with this Agreement, each Party reserves all rights, privileges, and immunities under applicable laws.

Further Documents: Each Party agrees that at any time after execution of this Agreement, it will upon request of the other Party, execute and deliver such further documents and do such further acts and things as the other Party may reasonably request in order to effect the terms of this Agreement.

Incorporation of Exhibits and Other Documents by Reference: All exhibits and other documents attached to or referred to in this Agreement are incorporated herein by reference for the purposes set forth in this Agreement.

Effect of State and Federal Laws: Notwithstanding any other provisions of this Agreement, each Party in carrying out the terms of this Agreement shall comply with all applicable State and Federal laws.

Headings: The headings as to contents of particular articles or sections herein are inserted only for convenience, and they are in no way to be construed as a limitation on the scope of the particular articles or sections to which they refer.

Ambiguities: In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any Party on the basis that such Party did or did not author the same.

Counterparts: It is understood and agreed that this Agreement may be executed in any number of counterparts, each which shall be deemed an original for all purposes.


Authority for Execution: Each Party hereby certifies, represents, and warrants that the execution of this Agreement has been duly authorized.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals and have caused this instrument to be executed by their duly authorized officials and the corporate seal affixed hereto, all on the day and year first above written.

THE CITY OF EL PASO

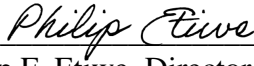
Tomás González
City Manager

APPROVED AS TO FORM:



Wendi Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:



Philip F. Eriwe, Director
Planning & Inspections Department

(ACKNOWLEDGMENT AND ACCEPTANCE ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the _____ day of _____ 20____,
by _____, as City Manager of the City of El Paso, Texas

Notary Public, State of Texas

Notary's Printed or Typed Name

My Commission Expires:

ACCEPTANCE

The above Agreement, with all conditions thereof, is hereby accepted this 21st
day of June , 2021.

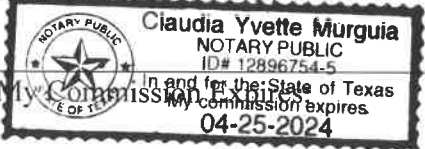
Owner(s):
By: Ricardo A. Samaniego

Title: County Judge Ricardo A. Samaniego

ACKNOWLEDGEMENT

STATE OF TEXAS)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the 21 day of June , 2021, by
 Ricardo A. Samaniego as County judge of County of El Paso.

Claudia Yvette Murguia
Notary Public, State of Texas
 Claudia Yvette Murguia
Notary's Printed or Typed Name


(EXHIBITS ON FOLLOWING PAGES)

Exhibit A Survey Map

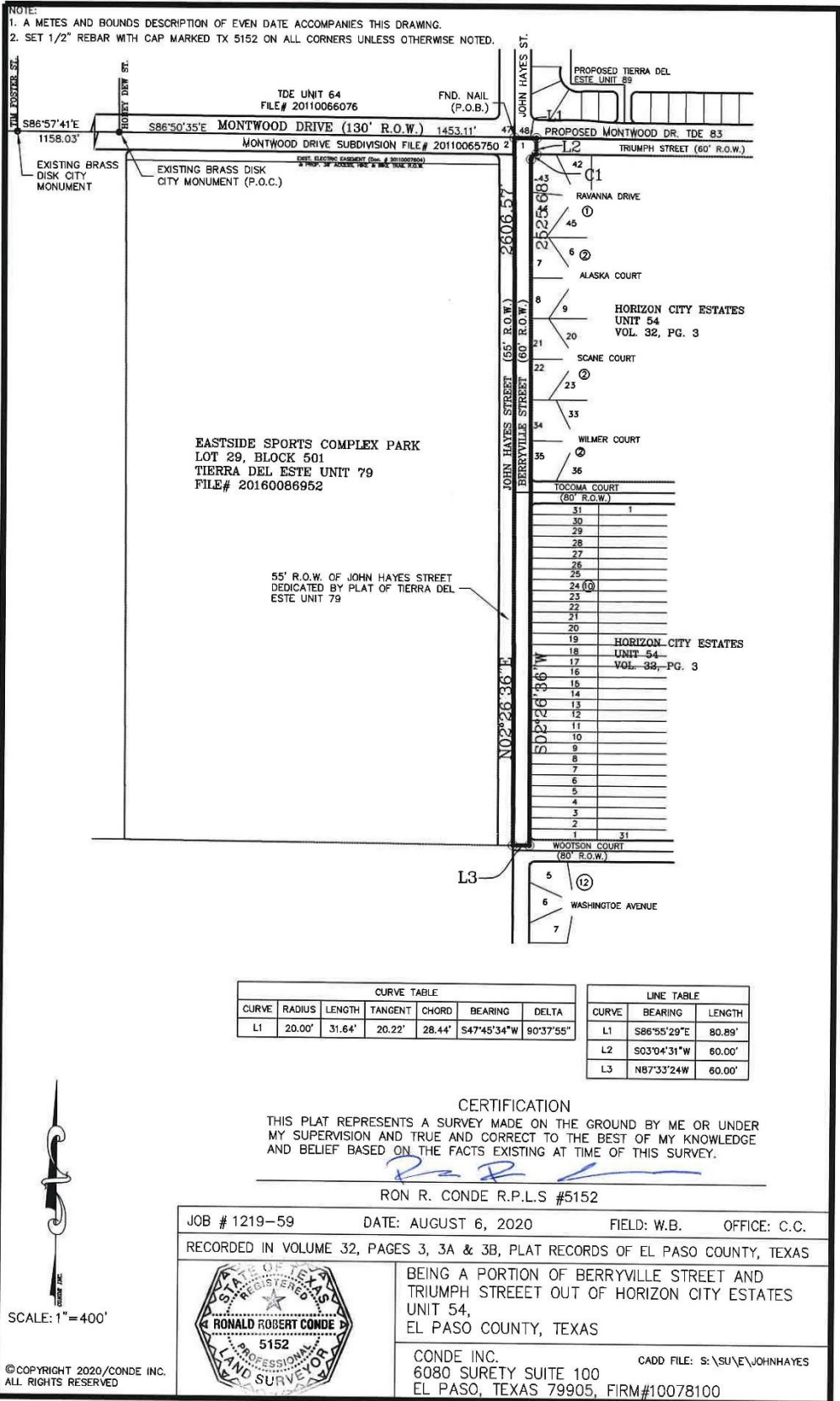


Exhibit B Metes and Bounds Description

Prepared For: CEA Group
August 6, 2020

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Berryville Street and Triumph Street out of Horizon City Estate Unit 54 as recorded in Volume 32, Pages 3, 3A & 3B, Plat Records of El Paso County, Texas and being more particularly described by metes and bounds as follows:

The "TRUE POINT OF BEGINNING" being a found nail for the common corner of Sections 47 and 48, Block 79 Township 2, Texas and Pacific Railway Company Surveys and Sections 1 and 2, Block 79 Township 3, Texas and Pacific Railway Company Surveys from which a found brass disk City Monument at the centerline intersection of Montwood Drive and Honey Dew Street bears, North $86^{\circ}50'35''$ West a distance of 1453.11 feet; and a found mag nail bears, South $78^{\circ}48'01''$ East a distance of 0.45 feet;

Thence along the northerly line of Triumph Street, South $86^{\circ}55'29''$ East a distance of 80.89 feet to a set $\frac{1}{2}$ " rebar with cap marked TX 5152;

Thence leaving said line, South $03^{\circ}04'31''$ West a distance of 60.00 feet to a point of curve on the northerly right of way line of Triumph Street;


Thence, 31.64 feet along the arc of a curve to the left which has a radius of 20.00 feet a central angle of $90^{\circ}37'57''$ a chord which bears, South $47^{\circ}45'34''$ West a distance of 28.44 feet to set $\frac{1}{2}$ " rebar with cap marked TX 5152 on the easterly right of way line of Berryville Street;

Thence along said right of way line, South $02^{\circ}26'36''$ West a distance of 2525.68 feet to a set $\frac{1}{2}$ " rebar with cap marked TX 5152;

Thence leaving said line, North $87^{\circ}33'24''$ West a distance of 60.00 feet to a found $\frac{1}{2}$ " rebar with cap marked TX 5152 on westerly right of way line of Berryville and the easterly right of way line of John Hayes Street out of Tierra Del Este Unit Seventy Nine as recorded in Clerks file no. 20160086952, Real Property Records of El Paso County, Texas;

Thence along said line, North $02^{\circ}26'36''$ East a distance of 2606.57 feet to the "TRUE POINT OF BEGINNING" and containing 157,685 square feet or 3.62 acres of land more or less.

Note: A drawing of even date accompanies this description.


Ron R. Conde
R.P.L.S. No. 5152



CONDE INC
ENGINEERING / LAND SURVEYING / PLANNING
6080 SURETY DRIVE / SUITE 100 / EL PASO, TEXAS 79905
(915) 592-0283 FAX (915) 592-0286 firm# 10078100

Exhibit C Service Plan

INTRODUCTION

This Service Plan (Plan) is made by the City of El Paso, Texas (City) pursuant to Chapter 43 of the Texas Local Government Code. This Plan is made specifically for a 59.892-acre property located in the City's East Extraterritorial Jurisdiction (ETJ), A Portion of Section 17, Block 79, Township 3, Texas & Pacific Railway Company Surveys, El Paso County, Texas. The area is more specifically described by metes and bounds and the survey in Exhibits "A" and "B", which are attached to the annexation ordinance of which this Plan is a part.

EFFECTIVE TERM

This Plan shall be in effect for a ten-year period commencing on the effective date of the annexation, unless otherwise stated in this Plan. Renewal of the Plan shall be at the option of the City. Such option may be exercised by the adoption of an ordinance by the City Council, which refers to this Plan and specifically renews this Plan for a stated period of time.

INTENT

It is the intent of the City of El Paso that services under this Plan shall provide full municipal services in accordance with State law and the Annexation Agreement entered into by the property owners and the City, such agreement being identified as Exhibit "C", which is attached to the annexation ordinance of which this Plan is a part.

The City reserves the right guaranteed to it by Section 43.056(h) Texas Local Government Code, to amend this Plan if the City Council determines that changed conditions or subsequent occurrence or any other legally sufficient circumstances exist under the Local Government Code, or other Texas laws to make this Plan unworkable or obsolete or unlawful.

SERVICE COMPONENTS

This Plan includes three service components: (1) Immediate Services Program, (2) Additional Services, and (3) a Capital Improvement Program.

As used in this Plan, providing services includes having services provided by any method or means by which the City extends municipal services to any other area of the City. This may include causing or allowing private utilities; governmental entities and other public service organizations to provide such services by contract, in whole or in part. It may also include separate agreements with associations or similar entities.

1. Immediate Services Program

The following services will be provided in the annexation area immediately upon the effective date of the annexation, unless otherwise noted.

a. Police Protection. The El Paso Police Department will provide protection and law enforcement services in the annexation area on the effective date of annexation. These services include:

- normal patrols and responses;
- handling of complaints and incident reports;
- special units, such as, traffic enforcement, criminal investigations, narcotics, gang suppressions, and special weapons and tactics team.

b. Fire Protection. The El Paso Fire Department will provide emergency and fire prevention services in the annexation area, on the effective date of annexation. These services include:

- fire suppression and rescue;
- emergency medical services;
- hazardous materials mitigation and regulation;
- emergency prevention and public education efforts;
- construction plan review;
- inspections.

c. Solid Waste Collection. The El Paso Solid Waste Management Department will provide solid waste collection services in the annexation area on the effective date of annexation. Services currently provided in the City for single-family residences include:

- garbage collection - once a week in accordance with established policies of the City;
- dead animal collection - dead animals are removed from roadways upon request.

Commercial garbage collection service for businesses, multi-family residences, and mobile home parks is available on a subscription basis from the City or private service providers.

d. Maintenance of Water and Wastewater Facilities. The City's Public Service Board/El Paso Water (EPW) will maintain water and wastewater facilities in the annexed area that are not within the service area of another water or wastewater utility and as governed by their Rules and Regulations.

e. Maintenance of Roads and Streets, Including Street Lighting. The City's Public Works Department will maintain public streets over which the City has jurisdiction. These services include:

- Ongoing Utility bills for:
 1. Electricity for street lights
 2. Water for dedicated landscaped medians, parkways and/or roundabouts
- Repair and maintenance of public streets and infrastructure on as-needed basis and in accordance with established policies of the City

1. Maintenance of roadways, street lights, signalization, signs, striping and markings
 2. Maintenance of dedicated landscaped medians, parkways and/or roundabouts
 3. Street sweeping of roadways
 - Emergency pavement repair
 - Ice and snow remediation on major thoroughfares
- f. Maintenance of Parks, Playgrounds, and Swimming Pools. No public recreation facilities will be located within the annexation area however, the nearest public neighborhood park is located 55 feet from the annexed area.

2. Additional Services

Certain services, in addition to the above services, will be provided within the annexation area. They are as follows:

a. Drainage Services. El Paso Water Public Service Board will provide drainage maintenance in the annexation area in accordance with established policies of the City. Services include:

- maintenance of existing public ponding areas and retention dams;
- storm sewer maintenance;
- emergency spills and pollution complaints response related to storm drainage systems;

The following services will be provided by the Land Development Division of the Planning & Inspections Department of the City of El Paso:

- watershed development review and inspection;
- flood plain office (information relating to flood plains).

b. Library Department. All library services now provided to areas inside the City will be provided to the annexed area on the effective date of annexation in accordance with the City's existing policies and regulations.

c. Planning & Inspection Department. All inspection services now provided within the City, including building, electrical, plumbing, gas, engineering, housing, and environmental will be extended to the annexed area on the effective date of annexation.

d. City-County Health Department. All of the City-County Health services codes and regulations will be extended to the annexed area on the effective date of annexation

e. Planning and Zoning. The planning and zoning jurisdiction of the City will be extended to the annexed area on the effective date of annexation. All land annexed shall be classified in the R-F zoning district pending a public hearing by the City Plan Commission on the appropriate zoning classification and action by the City

Council. Such hearing shall be held within sixty days after the effective date of annexation and such action shall be taken by the City Council within thirty days after the last adjournment of the public hearing.

- f. Other Services. All other City Departments with jurisdiction in the area will provide services according to established City policies and procedures.

3. **Capital Improvements Program**

The City will initiate the construction of capital improvements necessary for providing municipal services for the annexation area as necessary. Any such construction or acquisition shall begin within two years of the effective date of the annexation and shall be substantially completed within 4 1/2 years after that date. Construction of any capital improvement within the annexation area will be done accordance with the established policies of the City.

- a. Police Protection. No capital improvements are necessary to serve the annexed area.
- b. Fire Protection. No capital improvements are necessary to serve the annexed area.
- c. Solid Waste Collection. No capital improvements are necessary to serve the annexed area.
- d. Water and Wastewater Facilities. Water and wastewater service will be provided in accordance with the El Paso Water Utility's Rules and Regulations. Capital improvements will be initiated pursuant to the facilities plan for the annexed area. Water and Wastewater services to new subdivisions will be provided according to the standard policies and procedures of El Paso Water, which may require the developer of a new subdivision to install water and wastewater utility lines. The extension of water and sewer service will be provided in accordance with the adopted Rules and Regulations of El Paso Water.
- e. Roads and Streets. No road or street related capital improvements are necessary at this time. In general, the City will acquire control and jurisdiction of all public roads and public streets within the annexation area upon annexation. Future extensions of roads or streets and future installation of related facilities, such as traffic control devices, will be governed by the City's standard policies and procedures.
- f. Parks, Playgrounds and Swimming Pools. No capital improvements are necessary to serve the annexed area.
- g. Drainage Facilities. No capital improvements are necessary to serve the annexed area
- h. Street Lighting. It is anticipated that the developer of new subdivisions in the area will install public street lighting in accordance with the City's standard

policies and procedures. In other cases, the City will install public street lighting in the annexation area upon request in accordance with established street lighting policies of the City.

- i. Other Publicly Owned Facilities, Building or Services: In general, other City functions and services, and the additional services described above can be provided for the annexation area by using existing capital improvements. Additional capital improvements are not necessary to provide City services.
- j. Capital Improvement Planning. The annexation area will be included with other territory in connection with planning for new or expanded facilities, functions, and services in accordance with established policies of the City.

AMENDMENT: GOVERNING LAW

This Plan may not be amended or repealed except as provided by the Texas Local Government Code or other controlling law. Neither changes in the methods or means of implementing any part of the service programs nor changes in the responsibilities of the various departments of the City shall constitute amendments to this Plan, and the City reserves the right to make such changes. This Plan is subject to and shall be interpreted in accordance with the Constitution and laws of the United States of America and the State of Texas, the Texas Local Government Code, and the orders, rules regulations of governmental bodies and officers having jurisdiction.

FORCE MAJEURE

In case of an emergency, such as force majeure as that term is defined in this Plan, in which the City is forced to temporarily divert its personnel and resources away from the annexation area for humanitarian purposes or protection of the general public, the City obligates itself to take all reasonable measures to restore services to the annexation area of the level described in this Plan as soon as possible. Force Majeure shall include, but not be limited to, acts of God, acts of the public enemy, war, blockages, insurrection, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, droughts, tornadoes, hurricanes, arrest and restraint of government, explosions, collisions, and other inability of the City, whether similar to those enumerated or otherwise, which is not within the control of the City. Unavailability or shortage of funds shall not constitute Force Majeure.



Berryville ROW Annexation Service Agreement

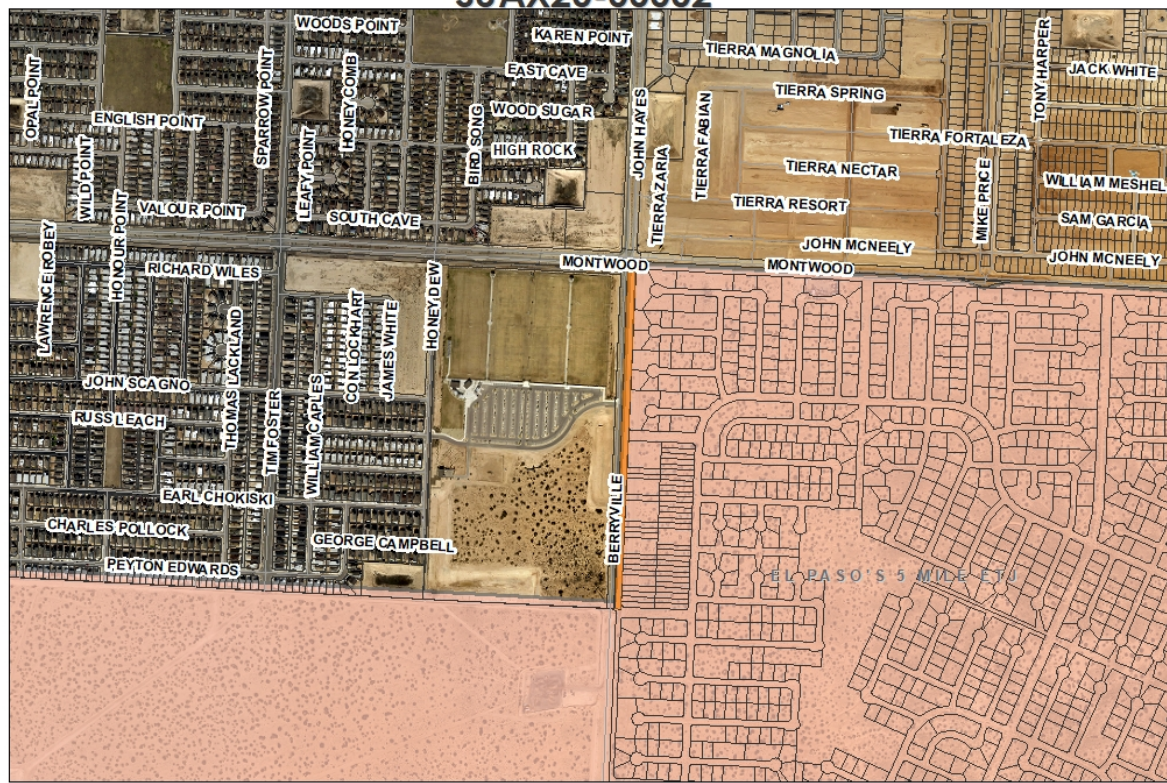
City Plan Commission — June 3, 2021

CASE NUMBER: SUAX20-00002
CASE MANAGER: Karina Brascgalla, (915) 212-1604, BrascgallaKX@elpasotexas.gov
PROPERTY OWNER: El Paso County
REPRESENTATIVE: Sal Alonzo
LOCATION: Adjacent to John Hayes St. South of Montwood Dr. (adjacent to District 5)
PROPERTY AREA: 3.62 acres
REQUEST: Annexation Service Agreement
PUBLIC INPUT: N/A

SUMMARY OF REQUEST: The applicant is requesting to annex approximately 3.62 acres of land located within the City of El Paso's extraterritorial jurisdiction (ETJ). An annexation agreement with service plan is required prior to the annexation of land.

SUMMARY OF RECOMMENDATION: Staff recommends **APPROVAL** of the request. The proposed annexation is consistent with the City's Annexation Policy.

SUAX20-00002



This map is designed for illustrative purposes only. The features depicted here are approximate and more detailed studies may be required to draw accurate conclusions. Enlargements of this map, to scales greater than the original, are not intended and may lead to misinterpretations of the data. The Planning & Inspection Department Planning Division makes no claim to its accuracy or completeness.



Figure A. Subject property relative to City limits

DESCRIPTION OF REQUEST: The applicant requests annexation of the previously described land into the corporate limits of the City of El Paso. Annexation requests must comply with the standards and provisions of the City's Annexation Policy.

The subject property will be incorporated into the planned improvements along John Hayes Street adjacent to the Eastside Sports Complex. As is required, the applicant has submitted a generalized plan (Attachment 1) depicting the right of way (ROW) limits and proposed cross section.

The annexation agreement specifies the terms and conditions under which the City will consent to annexation.

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The area to the west of the subject property was annexed in 2015, and is primarily developed for single-family detached residential lots, with neighborhood parks and drainage ponds interspersed. The proposed annexation is immediately adjacent to the Eastside Sports Complex and will connect to the terminus of the Tierra Del Este 68, 78 Hike & Bike Trail (along Montwood Drive). There is a school (Pebble Hills High) located 0.7 miles away.

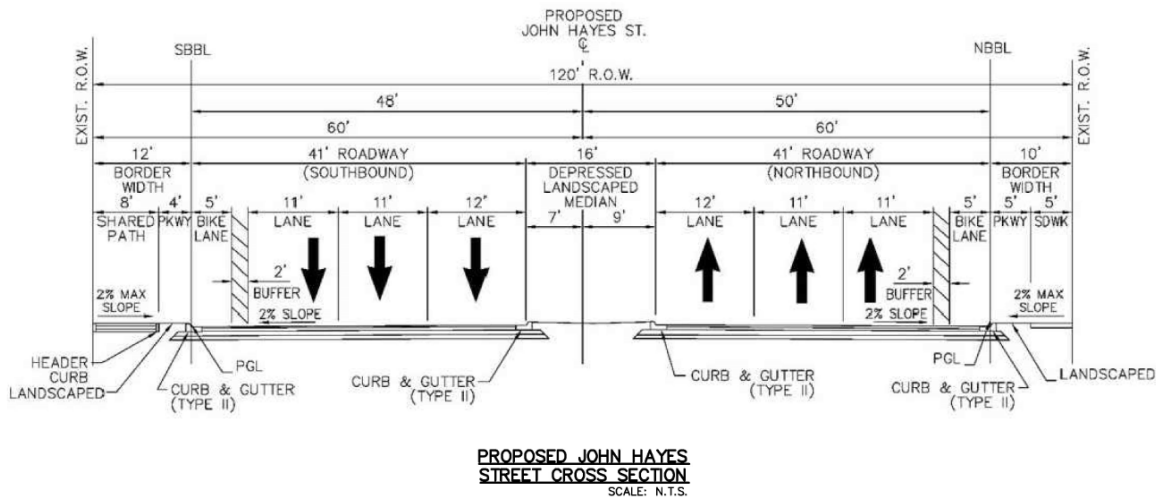


Figure B Proposed Cross-Section

COMPLIANCE WITH PLAN EL PASO – When evaluating whether a proposed annexation is in accordance with Plan El Paso, consider the following factors:	
Criteria	Does the Request Comply?
<p>Future Land Use Map: Proposed area/development is compatible with the Future Land Use designation for the property:</p> <p>O-6, Potential Annexation: This sector applies to potentially developable land that is not needed for urban expansion at this time but is available if expansion is needed. Land can be redesignated from O-6 to a growth sector through a formal amendment to the Future Land Use Map.</p>	<p>Plan El Paso recommends the modification of City regulations to create conditions through which O-6 designated land would not be needed for residential demand before 2035. However, the City annexation policy, which has not been updated since the adoption of Plan El Paso, states that areas for voluntary annexation should meet a minimum set of requirements that do not reflect or incorporate Plan El Paso recommendations.</p>
<p>Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested annexation.</p>	<p>Development of the subject property will ensure the extension of one major arterial street.</p>

COMPLIANCE WITH PLAN EL PASO – When evaluating whether a proposed annexation is in accordance with Plan El Paso, consider the following factors:	
Natural Environment: Anticipated effects on the natural environment.	The subject property is undeveloped natural land. No arroyos or uniquely sensitive conditions existing on the property.
Stability: Whether the area is stable or in transition.	The neighborhoods to the west of the subject property have been developed within the last 15 years as predominantly single-family detached residential lots. The proposed ROW extension will help serve these communities

CONSISTENCY WITH THE CITY’S ANNEXATION POLICY

Adopted in September 2009, the City’s annexation policy states that proposed annexations are subject to review requirements, including:

“A statement from the City Engineer specifying additional rights-of-way and roadway improvements deemed necessary within and abutting the proposed annexed areas. Improvements may include, but are not limited to, traffic signalization, street lighting and traffic calming devices.”

The Generalized Plan submitted by the applicant shows the extension of John Hayes Street in accordance with the adopted Master Thoroughfare Plan.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: All facilities, services and infrastructure will need to be extended to develop the property. The applicant will construct all streets needed to provide vehicular access. Provision of other services shall be required as per the Service Plan (see Exhibit “D” of Attachment 3).

CITY PLAN COMMISSION OPTIONS:

The City Plan Commission (CPC) has advisory responsibility over annexation matters. In evaluating the request, the CPC must determine the following:

1. Will the annexation protect the best interest, health, safety and welfare of the public in general?
2. What is the relation of the proposed change to the City’s Comprehensive Plan?
3. What effect will the annexation have up on the natural, social, and economic conditions, and property values, in the vicinity, and in the City as a whole?

The CPC may take any of the following actions:

1. **Recommend Approval** of the annexation agreement, finding that the requested annexation is in conformance with the review criteria of *Plan El Paso* and the City’s annexation policy, as reflected in the Staff Report. **(Staff Recommendation)**
2. **Recommend Approval of the annexation agreement With Modifications** to bring the request into conformance with the review criteria of *Plan El Paso* and/or the City’s annexation policy, as reflected in the Staff Report.
3. **Recommend Denial** of the annexation agreement, finding that the request does not conform to the review criteria of *Plan El Paso* and the City’s annexation policy, as reflected in the Staff Report.

ATTACHMENTS:

1. Generalized Plot Plan
2. Department Comments
3. Annexation Service Agreement

ATTACHMENT 2

Planning and Inspections – Long Range Section

Recommend approval based on compliance with the City's adopted Annexation Policy.

Capital Improvements Department

Note that the applicant will be required to follow our design standards for increasing the depth of the pond and include the required fencing, etc.

El Paso Water – Stormwater Engineering

Accommodations shall be made for the runoff generated by the development of this street.