

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

AGENDA DATE: September 14, 2021

PUBLIC HEARING DATE: September 28, 2021

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

DISTRICT(S) AFFECTED: District 6

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

SUBGOAL: 3.2 Set One Standard for Infrastructure Across the City

SUBJECT:

An Ordinance annexing the following real property described as a Portion of Section 17, Block 79, Township 3, Texas And Pacific Railway Company Survey, El Paso County, Texas.

Subject Property: East of Joe Battle Blvd. and South of Bob Hope Dr.

Applicant: Socorro Independent School District SUAX20-00001

BACKGROUND / DISCUSSION:

The applicant is requesting to annex approximately 59.892 acres of land located within the City of El Paso's extraterritorial jurisdiction (ETJ). On August 26, 2021 City Plan Commission voted unanimously to approve the annexation request. See attached staff report for additional information.

PRIOR COUNCIL ACTION:

On August 3, 2021, City Council voted unanimously to approve the SISD SAC II Annexation Agreement.

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

ORDINANCE NO. _____

AN ORDINANCE ANNEXING THE FOLLOWING REAL PROPERTY DESCRIBED AS A PORTION OF SECTION 17, BLOCK 79, TOWNSHIP 3, TEXAS AND PACIFIC RAILWAY COMPANY SURVEY, EL PASO COUNTY, TEXAS.

WHEREAS, Socorro Independent School District (owner of record), is the owner of approximately 59.892 acres lying in the City of El Paso’s East Extraterritorial Jurisdiction; the property more fully described in the attached survey of the property with metes and bounds description, identified as Exhibit “A”, and made a part hereof by reference, and both Owner and the City of El Paso request that this area be annexed into the El Paso City Limits; and,

WHEREAS, the City of El Paso and the Owner have entered into an Annexation Agreement on August 3, 2021, attached as Exhibit “B”, which governs the development of the property after the annexation; and,

WHEREAS, the Annexation Agreement includes a Service Plan that identifies the municipal services to be extended to this annexed area and adopted as part of this ordinance; and,

WHEREAS, public hearings were held on August 26, 2021 and, September 28, 2021 at which persons interested in the annexation were given the opportunity to be heard; and that no person voiced opposition to the annexation; and,

WHEREAS, the City Plan Commission reviewed and recommended approval of the annexation at their public hearing meeting held on August 26, 2021; and,

WHEREAS, the City Council of the City of El Paso finds that approval of this annexation is in the best interest, health, safety and welfare of the City;

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

That the boundaries of the CITY OF EL PASO are hereby extended so as to include a portion of Section 17, Block 79, Township 3, Texas and Pacific Railway Company Survey, El Paso County, Texas, and more particularly described in Exhibit “A”.

(Signatures Begin on Following Page)

ADOPTED this ___ day of _____, 2021.


THE CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



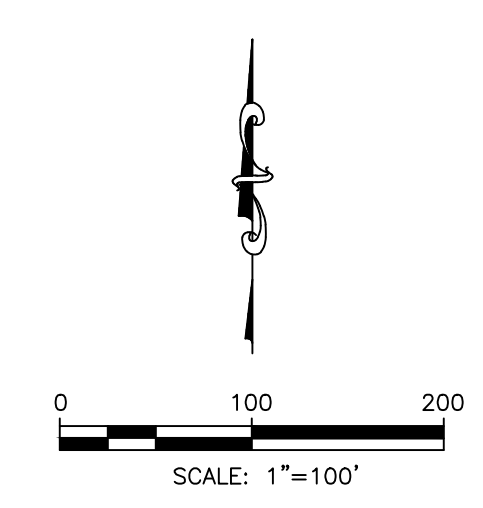
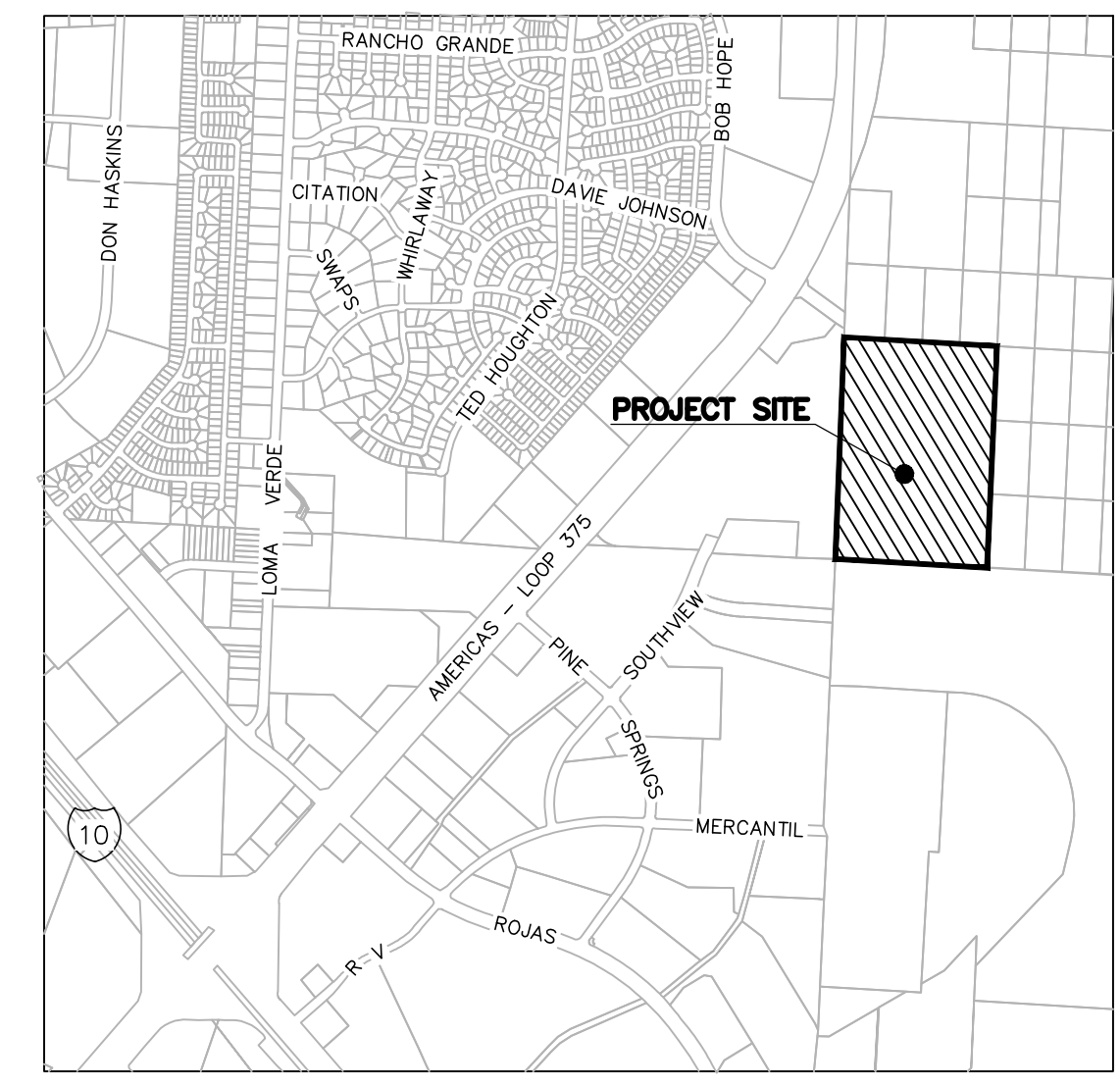
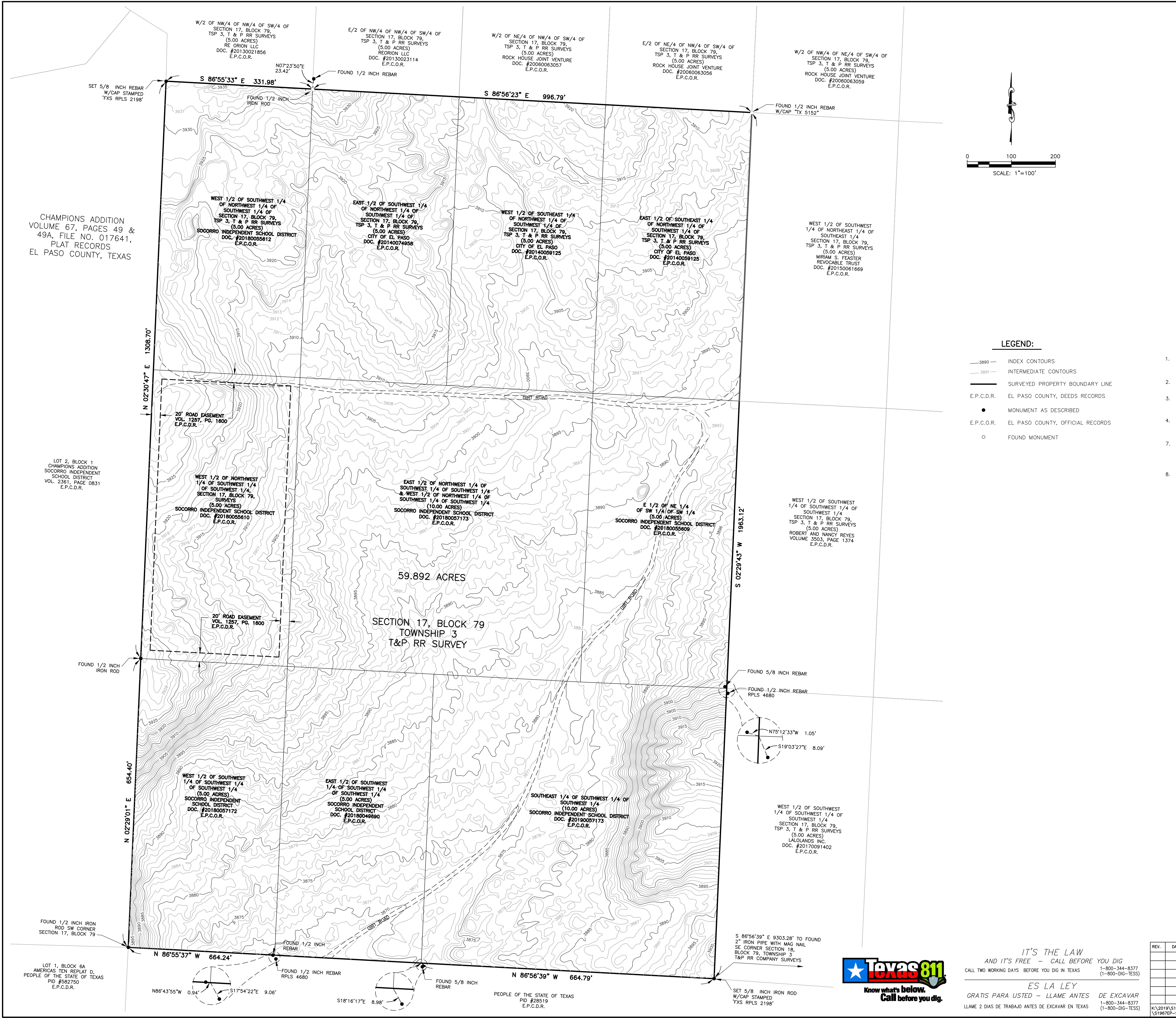
Russell T. Abeln
Assistant City Attorney

APPROVED AS TO CONTENT:



Philip F. Etiwe
Planning & Inspections Department

EXHIBIT "A"



- LEGEND:**
- 3890 — INDEX CONTOURS
 - 3891 — INTERMEDIATE CONTOURS
 - SURVEYED PROPERTY BOUNDARY LINE
 - EL P.C.O.R. EL PASO COUNTY, DEEDS RECORDS
 - MONUMENT AS DESCRIBED
 - EL P.C.O.R. EL PASO COUNTY, OFFICIAL RECORDS
 - FOUND MONUMENT

- SURVEY NOTES:**
1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD 83 (2011), CENTRAL ZONE. ALL ELEVATIONS ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) GEOID 2012A. ALL UNITS ARE IN U. S. SURVEY FEET.
 2. THIS TOPOGRAPHIC SURVEY WAS PERFORMED UTILIZING TRIMBLE ALL TERRA VRS (VIRTUAL REFERENCE STATION) NETWORK.
 3. UTILITIES SHOWN HEREON ARE BASED ON FIELD EVIDENCE, NO DIGGING WAS PERFORMED TO DETERMINE THE COMPLETENESS OR ACCURACY OF THE LOCATION OF THE UTILITY DATA SHOWN ON THIS PLAT. FXSA RECOMMENDS THAT A 811 CALL BE PLACED BEFORE ANY EXCAVATING ON THIS PROPERTY.
 4. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. NO RESEARCH OF EL COUNTY RECORDS FOR EASEMENTS WAS PERFORMED BY FXSA, INC., OR THE UNDERSIGNED. THERE MAY BE EASEMENTS, COVENANTS OR RESTRICTIONS OF RECORD THAT MAY AFFECT THIS PROPERTY.
 7. SUBJECT PROPERTY IS LOCATED WITHIN ZONE "X" AND ZONE "A" AS DETAILED ON FEMA FIRM FOR EL PASO COUNTY, TEXAS UNINCORPORATED AREAS, COMMUNITY PANEL No. 480212 0250 B, EFFECTIVE DATE SEPTEMBER 4, 1991. ZONE "X" DENOTES AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD PLAN; ZONE "A" DENOTES AREAS OF SPECIAL FLOOD HAZARD (100 YEARS FLOOD).
 8. NOTICE: THE TEXAS STATE BOARD OF PROFESSIONAL LAND SURVEYING REGULATES SURVEYING IN TEXAS. THE BOARD IS LOCATED AT: BUILDING A, SUITE 156, 12100 PARK 35 CIRCLE, AUSTIN, TEXAS 78753 (512) 239-5263.

**59.892 ACRE TRACT
METES AND BOUNDS DESCRIPTIONS**

BEING A PORTION OF SECTION 17, BLOCK 79, TOWNSHIP 3 OF THE T & P RR COMPANY SURVEYS; SAID 59.892-ACRE TRACT OF LAND IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2-INCH DIAMETER IRON ROD FOUND AT THE SOUTHEAST CORNER OF LOT 2, BLOCK 1 OF CHAMPIONS ADDITION, AS SHOWN ON PLAT RECORDED IN VOLUME 67, PAGES 49 & 49A, FILE NO. 017641 OF THE PLAT RECORDS OF EL PASO COUNTY, TEXAS; FOR THE SOUTHWEST CORNER OF SAID SECTION 17, BLOCK 79 AND THE SOUTHWEST CORNER OF THIS TRACT;

THENCE NORTH 02° 29' 01" EAST ALONG THE EAST LINE OF SAID LOT 2, BLOCK 1 AND THE WEST LINE OF SAID SECTION 17, BLOCK 79, A DISTANCE OF 654.40 FEET TO A 1/2-INCH DIAMETER REBAR FOUND FOR AN ANGLE CORNER OF THIS TRACT;

THENCE NORTH 02° 30' 47" EAST CONTINUING ALONG THE EAST LINE OF SAID LOT 2, BLOCK 1 AND THE WEST LINE OF SAID SECTION 17, BLOCK 79, A DISTANCE OF 1308.70 FEET TO A 5/8-INCH DIAMETER REBAR WITH ALUMINUM CAP STAMPED "FXS RPLS 2198" SET FOR THE NORTHWEST CORNER OF THIS TRACT;

THENCE SOUTH 86° 55' 33" E, A DISTANCE OF 331.98 FEET TO A 1/2-INCH DIAMETER REBAR FOUND FOR AN ANGLE CORNER OF THIS TRACT;

THENCE SOUTH 86° 56' 23" EAST, A DISTANCE OF 996.79 FEET TO A 1/2-INCH DIAMETER REBAR WITH SURVEYOR'S CAP STAMPED "TX 5152" FOUND FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE SOUTH 02° 29' 43" WEST, A DISTANCE OF 1963.12 TO A 5/8-INCH DIAMETER REBAR WITH ALUMINUM CAP STAMPED "FXS RPLS 2198" SET IN THE SOUTH LINE OF SAID SECTION 17, BLOCK 79 FOR THE SOUTHEAST CORNER OF THIS TRACT; WHENCE A 2-INCH DIAMETER IRON PIPE WITH MAG NAIL FOUND AT THE SOUTHEAST CORNER OF SECTION 18, BLOCK 79, TOWNSHIP 3 OF THE T & P RR COMPANY SURVEYS BEARS SOUTH 86° 56' 39" EAST, A DISTANCE OF 9303.28 FEET;

THENCE NORTH 86° 56' 39" WEST ALONG THE SOUTH LINE OF SAID SECTION 17, BLOCK 79, A DISTANCE OF 664.79 FEET TO A 1/2-INCH DIAMETER REBAR FOUND FOR AN ANGLE CORNER OF THIS TRACT;

THENCE NORTH 86° 55' 37" WEST, CONTINUING ALONG THE SOUTH LINE OF SAID SECTION 17, BLOCK 79, A DISTANCE OF 664.24 FEET TO THE POINT OF BEGINNING, CONTAINING 59.892 ACRES OF LAND, MORE OR LESS, SUBJECT TO ALL EASEMENTS OF RECORD.

Jesse Fuentes
Jesse Fuentes
 Registered Professional Land Surveyor
 State of Texas No. 5988
 Date of Survey: 07-16-2019

08/28/2019
Date



IT'S THE LAW
 AND IT'S FREE - CALL BEFORE YOU DIG
 CALL TWO WORKING DAYS BEFORE YOU DIG IN TEXAS 1-800-344-8377
 (1-800-DIG-TESS)

ES LA LEY
 GRATIS PARA USTED - LLAME ANTES DE EXCAVAR
 LLAME 2 DIAS DE TRABAJO ANTES DE EXCAVAR EN TEXAS 1-800-344-8377
 (1-800-DIG-TESS)

REV.	DATE	BY	DESCRIPTION

BOUNDARY & TOPOGRAPHIC SURVEY
 SOCORRO INDEPENDENT SCHOOL DISTRICT
 STUDENT ACTIVITIES COMPLEX
 BEING A 59.892 ACRE TRACT
 SECTION 17, BLOCK 79, T&P RR SURVEY
 EL PASO COUNTY, TEXAS

FXSA Consulting Civil Engineers & Surveyors
 1130 Montana Ave., El Paso, Texas 79902
 Ph: (915) 333-4600 Fax: (915) 333-4673
 (DRE # 594, 1981# 10049-50)

LOT 1, BLOCK 6A
 AMERICAS TEN REPLAT D,
 PEOPLE OF THE STATE OF TEXAS
 PID #582750
 E.P.C.O.R.

WEST 1/2 OF WESTSWEST 1/4 OF WESTSWEST 1/4 OF WESTSWEST 1/4 OF SECTION 17, BLOCK 79, TSP 3, T & P RR SURVEYS (5.00 ACRES) SOCORRO INDEPENDENT SCHOOL DISTRICT DOC. #20180057172 E.P.C.O.R.

EAST 1/2 OF WESTSWEST 1/4 OF WESTSWEST 1/4 OF WESTSWEST 1/4 OF SECTION 17, BLOCK 79, TSP 3, T & P RR SURVEYS (5.00 ACRES) SOCORRO INDEPENDENT SCHOOL DISTRICT DOC. #20180049690 E.P.C.O.R.

SOUTHWEST 1/4 OF WESTSWEST 1/4 OF WESTSWEST 1/4 OF SECTION 17, BLOCK 79, TSP 3, T & P RR SURVEYS (10.00 ACRES) SOCORRO INDEPENDENT SCHOOL DISTRICT DOC. #20180057173 E.P.C.O.R.

PEOPLE OF THE STATE OF TEXAS
 PID #28519
 E.P.C.O.R.

WEST 1/2 OF WESTSWEST 1/4 OF WESTSWEST 1/4 OF SECTION 17, BLOCK 79, TSP 3, T & P RR SURVEYS (5.00 ACRES) LALOJANOS INC DOC. #20170091402 E.P.C.O.R.

WEST 1/2 OF WESTSWEST 1/4 OF WESTSWEST 1/4 OF SECTION 17, BLOCK 79, TSP 3, T & P RR SURVEYS (5.00 ACRES) CITY OF EL PASO DOC. #20140059125 E.P.C.O.R.

EAST 1/2 OF WESTSWEST 1/4 OF WESTSWEST 1/4 OF SECTION 17, BLOCK 79, TSP 3, T & P RR SURVEYS (5.00 ACRES) CITY OF EL PASO DOC. #20140059125 E.P.C.O.R.

WEST 1/2 OF WESTSWEST 1/4 OF WESTSWEST 1/4 OF SECTION 17, BLOCK 79, TSP 3, T & P RR SURVEYS (5.00 ACRES) CITY OF EL PASO DOC. #20140059125 E.P.C.O.R.

WEST 1/2 OF WESTSWEST 1/4 OF WESTSWEST 1/4 OF SECTION 17, BLOCK 79, TSP 3, T & P RR SURVEYS (5.00 ACRES) CITY OF EL PASO DOC. #20140059125 E.P.C.O.R.

EXHIBIT "B"

RESOLUTION

WHEREAS, Socorro Independent School District (hereinafter referred to as "Property Owner"), wishes to annex 59.892 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,

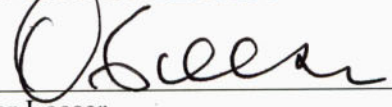
WHEREAS, the City, after due and careful consideration, has concluded that should the City decide to annex the Property the annexation should be under the terms and conditions hereinafter set forth and that such terms and conditions are in the best interest of the City to protect and provide for the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

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

The City Manager or his Designee is authorized to sign an Annexation Agreement between the City and Socorro Independent School District, for 59.892 acres of real property located East of Joe Battle Blvd. and South of Bob Hope Dr., which 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 3rd day of August, 2021.

THE CITY OF EL PASO



Oscar Leeser
Mayor

(Signatures on following page)

ATTEST:



Laura D. Prine

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
SUAX20-00001

THIS AGREEMENT made and entered into this 3rd day of August 20 21, 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 Socorro Independent School District (hereinafter referred to as "Owner");

WHEREAS, Owner is the owner-of-record of **59.892** acres of real property described in Exhibit "A" 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 "B"**, 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: The City annex the Property such annexation will be in accordance with the terms and conditions of the agreement. The 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 importance to the City in entering into this Agreement is that the Owner and County of El Paso participate in the municipal infrastructure costs and costs for providing municipal services as required by this Agreement and Exhibit C (Interlocal Agreement between El Paso County and Socorro Independent School District.) Exhibit C is hereby incorporated by reference into this Agreement and the parties hereto acknowledge the obligations imposed by Exhibit C upon Owner and the County of El Paso and the Owner shall not be liable to the City for any non-performance by the County of El Paso under Exhibit C. 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 and City hereby agree that the development of the Property shall be in accordance with Exhibit C and 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 the 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 Exhibit C and the following additional conditions:

1. No off-premise signs shall exist on the Property at the time of annexation.
2. Immediately upon passage of the ordinance annexing the Property, the Property shall be automatically classified as R-F (Ranch and Farm) in accordance with Section 20.08.060 of the Code, pending a public hearing by the City Plan Commission on the appropriate zoning classification and action by the City Council as provided in the case of amendment in Sections 20.04.340 through 20.04.380 and 20.04.400. Such public hearing shall be held within sixty days after the effective date of any such annexation and such action shall be taken by the City Council within thirty days after the last adjournment of the public hearing. A public hearing by the City Plan Commission on the appropriate zoning classification for a newly annexed parcel, as required by Sections 20.04.340 through 20.04.380 and 20.04.400, may be held jointly with the public hearing required for annexation; provided, that the Commission comply with all the procedures required for each public hearing.
3. Subject to the obligations of the County and the Owner in Exhibit C, the Owner shall provide for the dedication and improvement of public neighborhood parkland or provide fees based on the requirements of Title 19 (Subdivisions) of the City Code.
4. Subject to the obligations of the County and the Owner in Exhibit C, the Owner shall provide for the dedication and improvement of roadway for the extension of Bob Hope in accordance with the approved Interlocal Agreement between El Paso County and Socorro Independent School District, attached herein as Exhibit "C".
5. Subject to the obligations of the County and the Owner in Exhibit C, 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.
6. Subject to the obligations of the County and the Owner in Exhibit C, 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.
7. An annexation fee of \$820 per dwelling unit will be assessed at the time of plat recordation.

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: With the exception of the obligations set forth in Exhibit C, which are a part of this Agreement, in addition to any other fees and charges as required by the Public Service Board Rules and Regulations. Owner(s) agree(s) to pay a water and wastewater impact fees in accordance with the City of El Paso's Ordinance #017113 and the El Paso Water Utilities – Public Service Board Rules and Regulations No. 16.

<i>Meter Size</i>	<i>Meter Capacity Ratio</i>	<i>(in Dollars \$)</i>	<i>(in Dollars \$)</i>
		<i>Water</i>	<i>Wastewater</i>
<i>Less than 1"</i>	<i>1.00</i>	<i>697.00</i>	<i>920.00</i>
<i>1"</i>	<i>1.67</i>	<i>1,163.00</i>	<i>1,537.00</i>
<i>1 1/2"</i>	<i>3.33</i>	<i>2,321.00</i>	<i>3,065.00</i>
<i>2"</i>	<i>5.33</i>	<i>3,714.00</i>	<i>4,905.00</i>
<i>3"</i>	<i>10.00</i>	<i>6,968.00</i>	<i>9,203.00</i>
<i>4"</i>	<i>16.67</i>	<i>11,615.00</i>	<i>15,341.00</i>
<i>6"</i>	<i>33.33</i>	<i>23,223.00</i>	<i>30,672.00</i>
<i>8"</i>	<i>53.33</i>	<i>37,158.00</i>	<i>49,077.00</i>
<i>10"</i>	<i>76.67</i>	<i>40,046.00</i>	<i>52,196.00</i>
<i>12"</i>	<i>143.33</i>	<i>74,899.00</i>	<i>98,924.00</i>

*Fees do not apply to water meter connections made for standby fire protection services.

Impact fees will be assessed and collected by El Paso Water (EPW) after receipt of an application for water and sanitary sewer services. Existing water and wastewater connections are not subject to these fees.

Five: 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 79901-1890

Copy to: City Clerk
Same Address as above

- (2) OWNER: Socorro Independent School District
12440 Rojas Drive

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.

Force Majeure: In the event that any Party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, it is agreed that on such Party's giving of notice and the full particulars of such force majeure in writing to the other Party as soon as possible after the occurrence of the cause relied upon, then the obligations of the Party giving such notice, to the extent it is affected by force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability but for no longer period. The term "force majeure" as used herein, shall include, but not be limited to, acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, war, terrorism, blockades, insurrections, riots, epidemics, landslides, lightening, earthquakes, fires, storms, floods, washouts, droughts, tornadoes, hurricanes, arrests and restraints of governments and people, explosions, breakage or damage to machines or pipelines and any other inability of either Party, whether similar to those enumerated or otherwise, and not within the reasonable control of the Party claiming such inability.

Severability: If any provision of this Agreement is held invalid by a court of competent jurisdiction, such provision shall be deemed to be excised here from, 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 dis-annex 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.

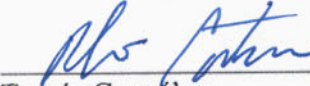
Ambiguities: In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any Party on the basis that such Party did or did not author the same.

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.

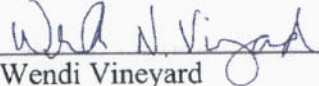
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals and have caused this instrument to be executed by their duly authorized officials and the corporate seal affixed hereto, all on the day and year first above written.

THE CITY OF EL PASO:



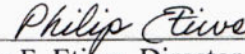
Tomás González
City Manager

APPROVED AS TO FORM:



Wendi Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:



Philip F. Etiwe, Director
Planning & Inspections Department

(Acknowledgement and Acceptance on following page)

ACKNOWLEDGEMENT

STATE OF TEXAS)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the 6 day of August 2021
by Robert Cortinas, ^{for} as City Manager of the City of El Paso, Texas

Angel Rocha
Notary Public, State of Texas

Angel Rocha
Notary's Printed or Typed Name

06-01-22

My Commission Expires:



ACCEPTANCE

The above Agreement, with all conditions thereof, is hereby accepted this 14th
day of July, 2021.

Owner(s):
By: David O. Morales

Title: Socorro ISD Board President

ACKNOWLEDGEMENT

STATE OF TEXAS)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the 14th day of July, 2021, by
David O. Morales, as SISD Board President of County of El Paso.

Griselda Tovar
Notary Public, State of Texas

Griselda Tovar
Notary's Printed or Typed Name

October 3, 2022
My Commission Expires:

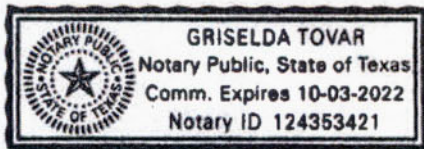


Exhibit A

Survey Map with Metes and Bounds Description

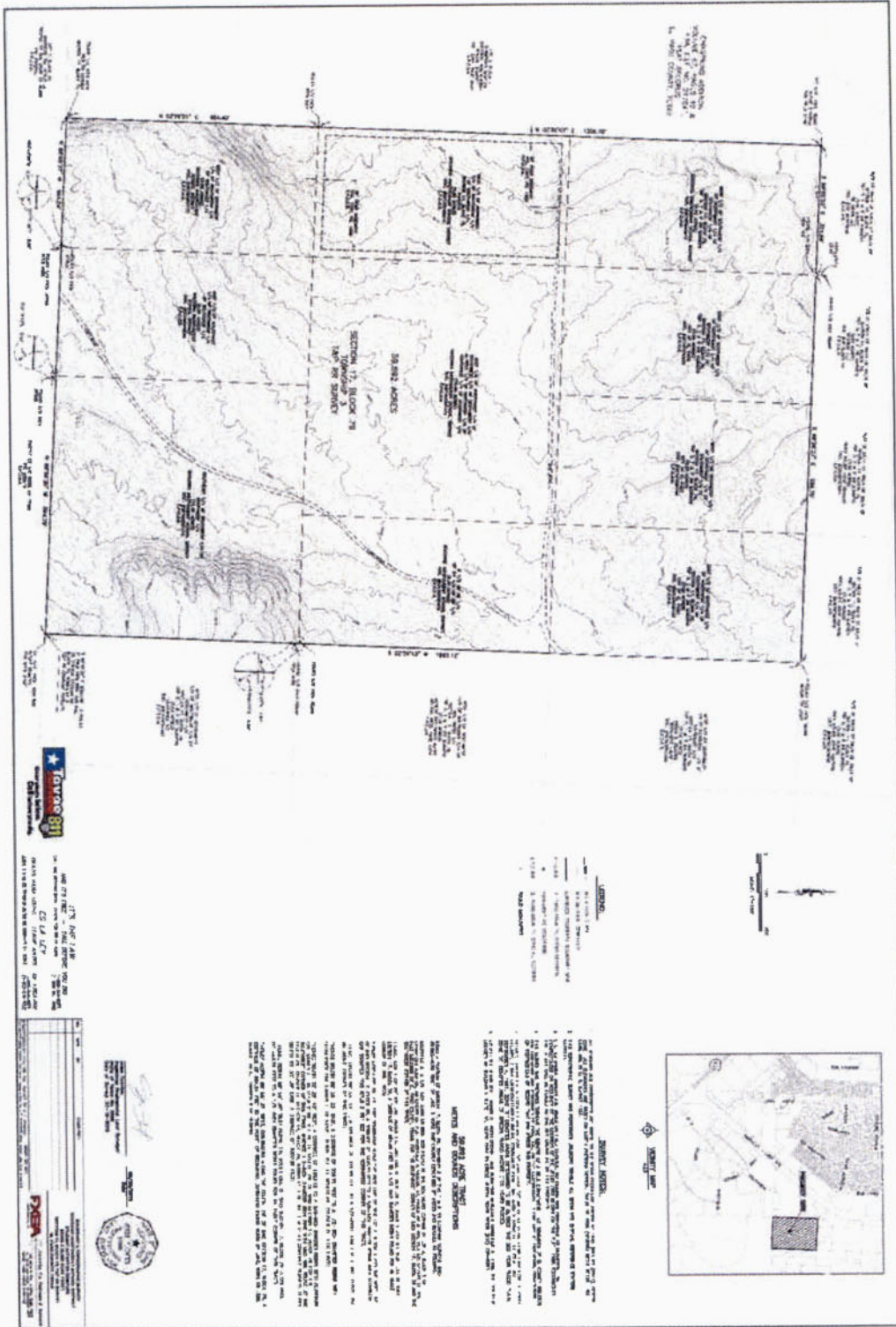


Exhibit B Service Plan

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 Exhibit "A", 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 Street and Maintenance 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 5,270 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. The Owner shall provide for the dedication and improvement of roadway for the extension of Bob Hope as indicated on the Major Thoroughfare Plan within their property. 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.

Exhibit B
Interlocal Agreement

STATE OF TEXAS	}	INTERLOCAL AGREEMENT BETWEEN EL PASO COUNTY TEXAS AND SOCORRO INDEPENDENT SCHOOL DISTRICT RELATED TO THE EXTENSION OF BOB HOPE DRIVE AND PROVISION OF STORM WATER FACILITES
	}	
COUNTY OF EL PASO		

THIS AGREEMENT entered into this 29th day of March, 2021, between Socorro Independent School District, (“DISTRICT,”) and El Paso County, Texas, (“COUNTY”).

WHEREAS, Texas Government Code, Chapter 791, authorizes local governments of the state to enter into contracts for governmental functions and services to increase their efficiency and effectiveness; and

WHEREAS, the COUNTY and the DISTRICT are local governments as defined in Texas Government Code, Section 791.003(4), have the authority to enter into this Agreement, and have each entered into this Agreement by the action of its governing body in the appropriate manner prescribed by law, and the COUNTY approved a resolution as required by Texas Government Code, Section 791.014; and

WHEREAS, the COUNTY and the DISTRICT specify that each party paying for the performance of said functions of government shall make those payments from current revenues available to the paying party;

WHEREAS, the DISTRICT and the COUNTY desire to join efforts to develop the area served by Bob Hope Drive and provide viable and necessary storm water improvements and ponding areas to address development within the County; and

WHEREAS, by combining resources, the COUNTY and the DISTRICT may complete the necessary development of Bob Hope Drive and address storm water and ponding needs associated with development within the County and accomplish these tasks and functions more economically and beneficially to residents of their respective jurisdictions than with each entity acting alone; and

WHEREAS, it is the intention and mutual desire and purpose of the Parties that the DISTRICT will convey to the COUNTY 1) a parcel of land necessary for the extension and improvement of Bob Hope Drive; 2) a parcel of land to adjacent to Bob Hope Drive in order to contain the storm water drainage from Bob Hope Drive; and 3) an approximately 2 acre parcel proximate to Pellicano Drive which will be used for storm water ponding purposes; and

Whereas, in return for the conveyance of the above-described parcels, the COUNTY will provide design and construction of the extension of Bob Hope Drive and improvement of storm water facilities drainage and retention pond facilities as described in the attached exhibits and;

WHEREAS, the District and the County each believe the exchange fairly compensates each of them for the benefits given and received; and

WHEREAS, it is necessary and in the best interests of the DISTRICT and the COUNTY to combine their resources for the mutual benefit of their constituents;

NOW THEREFORE, in consideration of the premises, and of the terms, provisions, and mutual promises herein contained which fairly compensate the performing party, it is mutually agreed as follows:

1.0 DISTRICT DUTIES

- 1.1 The DISTRICT will donate, convey, dedicate and exchange the necessary right-of-way and land to the County 1) for construction of the roadway necessary for the extension of Bob Hope Drive and 2) land necessary for storm water drainage and ponding area improvements as shown on Exhibit A to this Agreement (collectively referred to as the "Bob Hope Project".)
- 1.2 The DISTRICT's donation and dedication of land for the Bob Hope Project and the below described Pellicano Project shall be coordinated between the COUNTY and DISTRICT during the design of the Bob Hope Project.
- 1.3 The DISTRICT will donate, convey, dedicate and exchange to the COUNTY an approximately 3.214 acre parcel of land as further described in Exhibit B to this Agreement. This parcel will be used for retention and management of storm waters (the "Pellicano Project").
- 1.4 The DISTRICT will convey the above described parcels to the COUNTY in exchange for the design and construction of the Bob Hope Project as further described below and shown in Exhibit A and the future improvements to the Pellicano ponding area.
- 1.5 All roadway design elements, including alignments and elevations, will be coordinated with the DISTRICT, their consultants and the COUNTY.
- 1.6 The DISTRICT will grant the COUNTY construction easements as necessary for the construction of the roadway.
- 1.7 The anticipated design and location of the Bob Hope Project is set forth in the attached Exhibit "A."
- 1.8 The DISTRICT will enter into a separate contract with the COUNTY for donation and conveyance of the land with each party assuming the usual fees and costs for buyers and sellers. District shall furnish to County at District's expense an owner policy title of insurance for the donated parcels through a title company to be agreed upon by the District and County.

2.0 COUNTY DUTIES

- 2.1 In return for the District's donation of the required land parcels, the COUNTY will allocate funds necessary for the design, construction and completion of the entire extension of Bob Hope Drive as shown on Exhibit "A". In addition the County shall use the parcel donated by the District for the Pellicano Project for a storm water retention project to designed and constructed by the County.
- 2.2 The COUNTY shall be solely responsible for all costs, expenses, contracts, contract management and project management for the extension of Bob Hope Drive made

- the subject of this agreement but shall ensure the DISTRICT is included in all design phases that affect DISTRICT property.
- 2.3 The COUNTY anticipates the design of the Bob Hope extension contemplated by this Agreement to commence in February of 2021. Design of the Project shall utilize County funding, while construction is anticipated to be funded through the El Paso Metropolitan Planning Organization.
 - 2.4 All roadway design elements, including alignments and elevations, will be coordinated with the DISTRICT, their consultants and the COUNTY.
 - 2.5 The County will enter into a contract with the District for donation and conveyance of the land with each party assuming the usual fees and costs for buyers and sellers. Closing shall be at a title company to be agreed upon by the District and County. I

3.0 MISCELLANEOUS

- 3.1 This Agreement is contingent upon the COUNTY securing funding for its obligations in this Agreement. In the event the COUNTY does not receive the necessary funding from the Metropolitan Planning Organization, the COUNTY will use reasonable good faith efforts to secure other funding to complete the Bob Hope Project. Delay in or failure by the County to receive construction funding from the Metropolitan Planning Organization could result in delay of or the cancellation of the Bob Hope Project.
- 3.2 **Term.** This Agreement shall become effective upon execution by both parties and shall remain in effect until a Certificate of Construction Completion Form has been signed by the COUNTY and the DISTRICT and the COUNTY has received notice of and verified completion of the Bob Hope Project and the necessary dedication of land from the DISTRICT is completed.
- 3.3 **Conflict with Applicable Law.** Nothing in this Agreement shall be construed to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any applicable law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment, contrary to which the parties have no legal right to contract, the latter shall prevail. The Agreement shall be modified only to the extent necessary to conform to the Agreement to the applicable law and bring them within the legal requirements and only during the time such conflicts exists.
- 3.4 **No Waiver.** No waiver by any party of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision.
- 3.5 **Entire Agreement.** This Agreement contains the entire contract among the parties, and each party acknowledges that no other party has made (either directly or through any agent or representative) any representation or Agreements in

connection with this Agreement not specifically set forth in this Agreement. This Agreement may be modified or amended only by Agreement in writing executed by the DISTRICT and COUNTY, and not otherwise.

- 3.6 **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in El Paso County, Texas.
- 3.7 **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted under this Agreement shall be in writing and shall either be (i) personally delivered against a written receipt, (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been specified by written notice delivered in accordance with this Agreement:

If to DISTRICT:

If to COUNTY: El Paso County Judge
500 E. San Antonio Ave. Suite 301
El Paso, Texas 79901

With copy to: County Attorney
500 E. San Antonio Avenue, Suite 503
El Paso, Texas 79901

Public Works Department
Attention: Norma R. Palacios
800 E. Overland, Suite 407
El Paso, Texas 79901

Each notice demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

- 3.8 **Additional Documents.** The parties covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
- 3.9 **Assignment.** This Agreement shall not be assignable.
- 3.10 **Authority to Execute.** The execution and performance of this Agreement by each of the parties have been duly authorized by all necessary law, resolutions,

ordinances or government body action, and this Agreement constitutes the valid and enforceable obligations of the parties in accordance with its terms.

- 3.11 **Commitment of Current Revenues Only.** In the event that the governing body of any party does not appropriate sufficient funds to meet of the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party pursuant to the provisions of Tex. Loc. Govt. Code Ann. 271.903
- 3.12 **Severability.** Should any phrase, clause, sentence or section of this Agreement be judicially declared to be invalid, unenforceable or void, such decision will not have the effect of invalidating or voiding the remainder of this Agreement, and such part of this Agreement will be deemed to have been stricken and the remainder of this Agreement will have the same force and effect as if such part or parts had never been included.

SOCORRO INDEPENDENT SCHOOL DISTRICT



Cynthia Ann Najera
President SISD Board of Trustees



Paul Guerra
Secretary SISD Board of Trustees


Steven J. Blanco
Attorney for the District

EXECUTED THIS 20th day of April, 2021.

THE COUNTY OF EL PASO TEXAS



Ricardo A. Samaniego
El Paso County Judge
County of El Paso Texas

EXECUTED THIS 29th day of March, 2021.

E.A. Morales

Approved as to Form Only
Erich A. Morales
Assistant County Attorney

RESOLUTION
RELATING TO IMPROVEMENTS TO BOB HOPE DRIVE AND STORMWATER
FACILITIES

A RESOLUTION OF THE COMMISSIONERS COURT OF EL PASO COUNTY,
TEXAS,

Authorizing the execution of an Interlocal Agreement with Socorro Independent School District for the extension of Bob Hope Drive and the construction and improvement of storm water drainage facilities and approving the project.

WHEREAS, El Paso County, Texas (the "County") and the Socorro Independent School District (the District) are local governments pursuant to the Interlocal Cooperation Act, Texas Government Code Section 791.1 et seq.; and

WHEREAS District and the County wish to enter into an Interlocal Agreement Between the County and the District for 1) the extension of Bob Hope Drive located proximate to the intersection of Sunfire Drive, and 2) for the construction and improvement of storm water drainage facilities in the un-incorporated area of El Paso; and

WHEREAS; the District will provide real property in exchanges for the County designing and constructing the improvements; and

WHEREAS, the Commissioners Court of El Paso County, Texas finds that the approval of the described project and the proposed Interlocal Agreement are in the public interest and will increase the efficiency and effectiveness of county government;

NOW, THEREFORE BE IT RESOLVED BY THE COMMISSIONERS COURT OF EL PASO COUNTY, TEXAS:

1. The findings and recitations set out in the preamble to this Resolution are found to be true and correct and the findings and recitations are adopted by the El Paso County Commissioners Court and made a part of this Resolution for all purposes.
2. The El Paso County Commissioners Court approves of the project described above and authorizes a contract to be entered into with the Socorro Independent School District for the purpose of facilitating this project in substantially the form which is attached to and made a part of this Resolution.

ADOPTED AND APPROVED THIS THE DAY OF March 29, 2021.

ATTEST:

El Paso County Texas

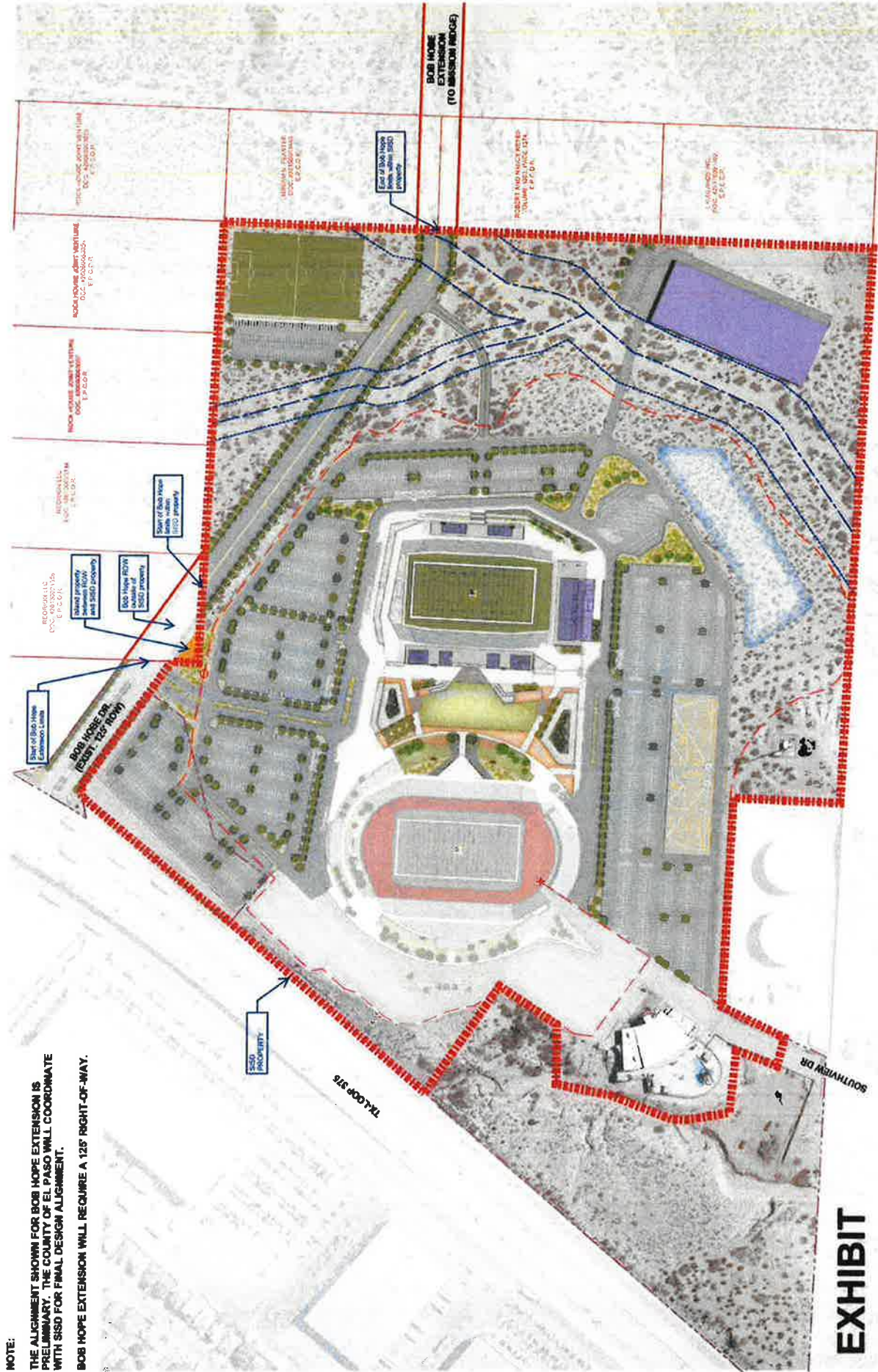
By *Delia Briones*
County Clerk, Delia Briones

By *Ricardo A. Samaniego*
County Judge, Ricardo A. Samaniego

APPROVED AS TO FORM

By *E.A. Morales*
Erich A Morales





NOTE:

THE ALIGNMENT SHOWN FOR BOB HOPE EXTENSION IS PRELIMINARY. THE COUNTY OF EL PASO WILL COORDINATE WITH SID FOR FINAL DESIGN ALIGNMENT.

BOB HOPE EXTENSION WILL REQUIRE A 125' RIGHT-OF-WAY.

EXHIBIT



SISD SAC II Annexation

ANNEXATION

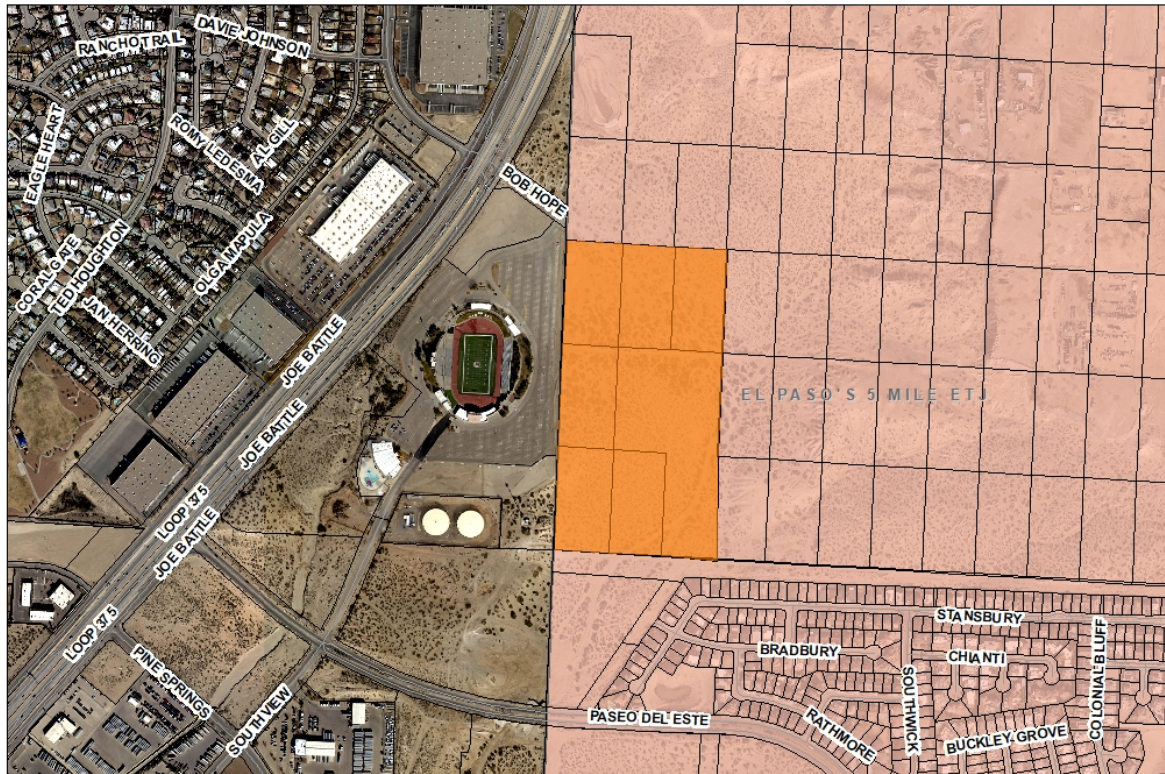
City Plan Commission — August 26, 2021

CASE NUMBER:	SUAX20-00001
CASE MANAGER:	Karina Brascgalla, (915) 212-1604, BrascgallaKX@elpasotexas.gov
PROPERTY OWNER:	Socorro Independent School District
REPRESENTATIVE:	Eric Villalobos; Parkhill, Smith & Cooper
LOCATION:	East of Joe Battle Blvd. and South of Bob Hope Dr. (adjacent to District 6)
PROPERTY AREA:	59.892 acres
REQUEST:	Annexation
RELATED APPLICATIONS:	PLCP20-00001; PZRZ20-00016
PUBLIC INPUT:	N/A

SUMMARY OF REQUEST: The applicant is requesting to annex approximately 59.892 acres of land located within the City of El Paso's extraterritorial jurisdiction (ETJ).

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

SUAX20-00001



This map is designed for illustrative purposes only. The features depicted here are approximate and more definitive studies may be required to show accurate contours. Encroachments of this map do not guarantee that no original or recorded errors may lead to misinterpretation of the data. The Planning & Inspection Department Warning Division makes no claim to its accuracy or completeness.

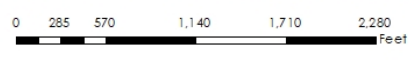


Figure A. Subject property relative to City limits

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 applicant proposes to develop the property as an extension of the existing Student Activities Complex after annexation. As is required, the applicant has submitted a generalized plot plan (Attachment 1) depicting a development comprising 246,500 square foot stadium, a 100,000 square foot building, soccer fields, a pond, and parking areas. The plan also shows the extension of Bob Hope Drive east from its current terminus.

CASE HISTORY: The SISD SAC II Annexation Agreement was approved by City Plan Commission (CPC) on June 3, 2021 and by City Council on August 3, 2021.

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The area to the immediate west of the subject property was annexed in 1977, and is developed as a stadium and aquatic facility (SISD Student Activities Complex). There is an elementary school (Loma Verde Elementary) located approximately 1 mile away; the nearest existing park (Ranchos Del Sol Park) is located 0.9 miles away.

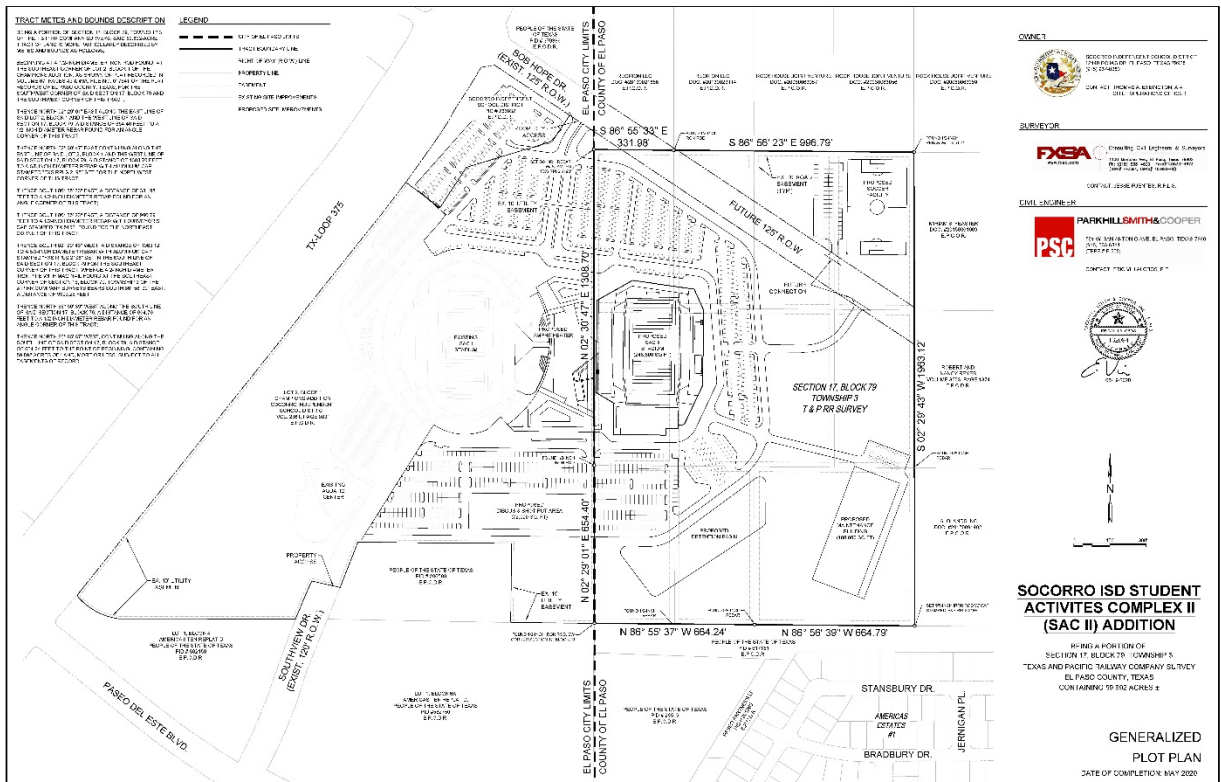


Figure B Generalized Plot Plan

COMPLIANCE WITH PLAN EL PASO – When evaluating whether a proposed annexation is in accordance with <i>Plan El Paso</i>, 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><i>Plan El Paso</i> 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 <i>Plan El Paso</i>, states that areas for voluntary annexation should meet a minimum set of requirements that do not reflect or incorporate <i>Plan El Paso</i> recommendations. The applicant has submitted an application requesting a change to the G-4, Suburban Future Land Use designation, which matches the designation on land within the City immediately to the west.</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 arterial street.</p>
<p>Natural Environment: Anticipated effects on the natural environment.</p>	<p>The subject property is undeveloped natural land. No arroyos or uniquely sensitive conditions existing on the property.</p>
<p>Stability: Whether the area is stable or in transition.</p>	<p>The neighborhoods to the west of the subject property have been developed within the last 15 years as predominantly single-family detached residential lots</p>

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 Plot Plan provide by the applicant indicates the landowners’ intent to develop the property as an expansion of the existing Student Activities Center, including athletic fields, a stadium, and supporting buildings. The extension of Bob Hope Drive will be constructed by El Paso County in accordance with the adopted Interlocal Agreement (attached as an exhibit to the agreement), as well as per the Major Thoroughfare Plan (MTP).

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 as explained above. Provision of other services shall be required as per the Service Plan.

RELATED APPLICATIONS: The Planning division has one other application in process for the subject property. Firstly, an amendment to the Future Land Use Map (PLCP20-00001) requesting the subject property be designated G-4, Suburban. Upon annexation, the property will be zoned R-F (Ranch-Farm), as per City code; in order to allow for the proposed development, the applicant has applied for a rezoning (PZRZ20-00016) to C-4 (Commercial). The applicant will also need to submit a subdivision plat.

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, 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 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, 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. Annexation Ordinance

ATTACHMENT 1

