

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

**DEPARTMENT:** Planning & Inspections Department  
**AGENDA DATE:** Introduction 3/21/17; Public Hearing 4/4/17  
**CONTACT PERSON/PHONE:** Larry F. Nichols, (915) 212-1550  
Alfredo Austin, (915) 212-1604  
**DISTRICT(S) AFFECTED:** 5

**SUBJECT:**

An ordinance annexing the following real property described as a portion of Augusta Lane, out of Hill Crest Estates, El Paso County, Texas. Subject Property: East of John Hayes and North Edgemere; Applicant: El Paso County  
**SUAX15-00002 (Adjacent to District 5)**

**BACKGROUND / DISCUSSION:**

See attached report.

**PRIOR COUNCIL ACTION:**

City Council – Recommended approval of Resolution and Annexation Agreement on November 15, 2016

**AMOUNT AND SOURCE OF FUNDING:**

N/A

**BOARD / COMMISSION ACTION:**

City Plan Commission (CPC) – Recommended approval on of Annexation and Service Plan on February 23, 2017

City Plan Commission (CPC) – Recommended approval of Annexation Agreement on June 4, 2015

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**LEGAL:** (if required) N/A

**FINANCE:** (if required) N/A

**DEPARTMENT HEAD:** Larry F. Nichols, Director  
Planning & Inspections Department



APPROVED FOR AGENDA:

CITY MANAGER: \_\_\_\_\_ DATE: \_\_\_\_\_

**ORDINANCE \_\_\_\_\_**

**AN ORDINANCE ANNEXING THE FOLLOWING REAL PROPERTY DESCRIBED AS A PORTION OF AUGUSTA LANE, OUT OF HILL CREST ESTATES, EL PASO COUNTY, TEXAS.**

**WHEREAS**, El Paso County (owner of record), is the owner of approximately .8545 acres lying in the City of El Paso's East Extraterritorial Jurisdiction; the property more fully described in the attached metes and bounds description, identified as Exhibit "A", and survey of the property, identified as Exhibit "B" and made a part hereof by reference, and both El Paso County 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 a Development Agreement on November 15, 2016, attached as Exhibit "C", which governs the development of the property after the annexation; and,

**WHEREAS**, the attached Service Plan, identified as Exhibit "D", 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 February 22, 2017 and February 23, 2017 at which persons interested in the annexation were given the opportunity to be heard; and that no person voiced opposition to the annexation or Service Plan described as Exhibit "D"; and,

**WHEREAS**, the City Plan Commission reviewed and recommended approval of the Annexation and Service Plan at their public hearing meeting held on February 23, 2017; 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 Augusta Lane, out of Hill Crest Estates, El Paso County, Texas, more particularly described in Exhibit "A" and Exhibit "B".

Further, that the City of El Paso adopts the Service Plan described as Exhibit "D"; and that the annexation is subject to all terms and conditions of the Development Agreement, entered into on November 15, 2016.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**(SIGNATURES ON THE FOLLOWING PAGE)**

**ORDINANCE NO.** \_\_\_\_\_  
15-1007-1387 / 645765  
John Hayes Annexation  
KMN

**SUAX15-00002**


**THE CITY OF EL PASO**

**ATTEST:**

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

\_\_\_\_\_  
Oscar Leaser  
Mayor

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Karla Nieman,  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Larry F. Nichols, Director  
Planning and Inspections Department

**ORDINANCE NO.** \_\_\_\_\_

15-1007-1387 / 645765  
John Hayes Annexation  
KMN

**SUAX15-00002**

## METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a Portion of Augusta Lane out of Hill Crest Estates as recorded in volume 10, Page 14, 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 nail set for the common corner of Sections 35, 36, 37 & 38, Block 79, Township 2, Texas and Pacific Railway Company Surveys, from which an existing city monument at the centerline intersection of John Hayes Street and Edgemere Blvd. bears South 00°35'06" East a distance of 556.09 feet;

Thence along the westerly right of way line of Augusta Ln., North 00°32'01" West a distance of 1134.83 feet to a set ½" rebar with cap marked TX 5152 from which a found rebar with smashed cap bears South 88°03'12" West a distance of 0.52 feet;

Thence leaving said right of way line, 285.30 feet along the arc to the right which has a radius of 1157.50 feet a central angle of 14°07'21" a chord which bears South 07°35'41" East a distance of 284.58 feet to a set ½" rebar with cap marked TX 51152 on the easterly right of way line of Augusta Ln. out of Hill Crest Estates;


Thence along said right of way line, South 00°32'01" East a distance of 797.91 feet to a set ½" rebar with cap marked TX 5152 for a point of curve;

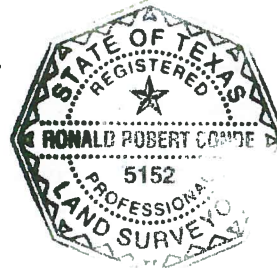
Thence 31.43 feet along the arc of a curve to the left which has a radius of 20.00 feet a central angle of 90°02'21" a chord which bears South 45°33'11" East a distance of 28.29 feet to a found ½" rebar with cap marked TX 5152 on the northerly right of way line of Davidson Blvd. out of Hill Crest Estates;

Thence, South 00°48'57" East a distance of 35.00 feet to a found ½" rebar with cap marked TX 5152 on the southerly line of Hill Crest Estates;

Thence along said line, South 89°59'59" West a distance of 55.17 feet to the "TRUE POINT OF BEGINNING" and containing 37,220 Square Feet or 0.8545 acres of land more or less.

Note: a drawing of even date accompanies this description.

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



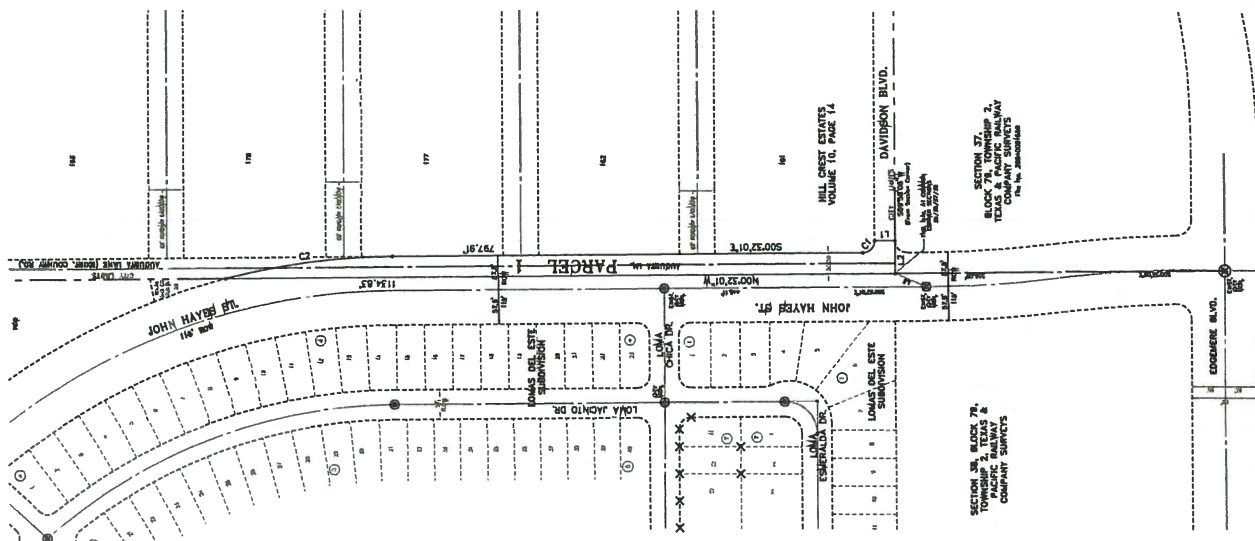
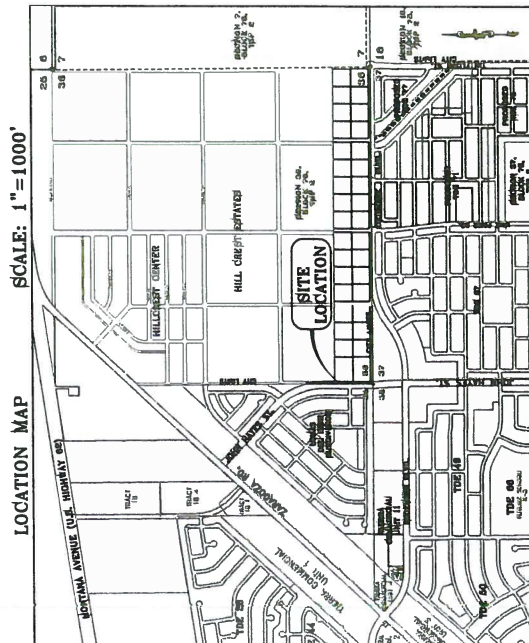
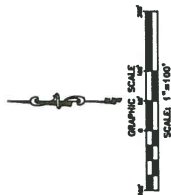
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CONDE INC  
ENGINEERING / LAND SURVEYING / PLANNING  
6080 SURETY DRIVE / SUITE 100 / EL PASO, TEXAS 79905  
(915) 592-0283 FAX (915) 592-0286



BEING PORTION OF AUGUSTA LN., OUT OF  
HILLS CREST ESTATES,  
EL PASO COUNTY, TEXAS  
CONTAINING: 37,220 Square Feet or 0.8545± ACRES

1. The 1/2" means the core (wood) is 1/2" thick. The 1/4" means the veneer is 1/4" thick. The 1/8" means the glue is 1/8" thick. The 1/16" means the glue is 1/16" thick. The 1/32" means the glue is 1/32" thick. The 1/64" means the glue is 1/64" thick. The 1/128" means the glue is 1/128" thick. The 1/256" means the glue is 1/256" thick. The 1/512" means the glue is 1/512" thick. The 1/1024" means the glue is 1/1024" thick. The 1/2048" means the glue is 1/2048" thick. The 1/4096" means the glue is 1/4096" thick. The 1/8192" means the glue is 1/8192" thick. The 1/16384" means the glue is 1/16384" thick. The 1/32768" means the glue is 1/32768" thick. The 1/65536" means the glue is 1/65536" thick. The 1/131072" means the glue is 1/131072" thick. The 1/262144" means the glue is 1/262144" thick. The 1/524288" means the glue is 1/524288" thick. The 1/1048576" means the glue is 1/1048576" thick. The 1/2097152" means the glue is 1/2097152" thick. The 1/4194304" means the glue is 1/4194304" thick. The 1/8388608" means the glue is 1/8388608" thick. The 1/16777216" means the glue is 1/16777216" thick. The 1/33554432" means the glue is 1/33554432" thick. The 1/67108864" means the glue is 1/67108864" thick. The 1/134217728" means the glue is 1/134217728" thick. The 1/268435456" means the glue is 1/268435456" thick. The 1/536870912" means the glue is 1/536870912" thick. The 1/1073741824" means the glue is 1/1073741824" thick. The 1/2147483648" means the glue is 1/2147483648" thick. The 1/4294967296" means the glue is 1/4294967296" thick. The 1/8589934592" means the glue is 1/8589934592" thick. The 1/17179869184" means the glue is 1/17179869184" thick. The 1/34359738368" means the glue is 1/34359738368" thick. The 1/68719476736" means the glue is 1/68719476736" thick. The 1/137438953472" means the glue is 1/137438953472" thick. The 1/274877906944" means the glue is 1/274877906944" thick. 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The 1/18014398509481984" means the glue is 1/18014398509481984" thick. The 1/36028797018963968" means the glue is 1/36028797018963968" thick. The 1/72057594037927936" means the glue is 1/72057594037927936" thick. The 1/144115188075855872" means the glue is 1/144115188075855872" thick. The 1/288230376151711744" means the glue is 1/288230376151711744" thick. The 1/576460752303423488" means the glue is 1/576460752303423488" thick. The 1/1152921504606846976" means the glue is 1/1152921504606846976" thick. The 1/2305843009213693952" means the glue is 1/2305843009213693952" thick. The 1/4611686018427387904" means the glue is 1/4611686018427387904" thick. The 1/9223372036854775808" means the glue is 1/9223372036854775808" thick. The 1/18446744073709551616" means the glue is 1/18446744073709551616" thick. The 1/36893488147419103232" means the glue is 1/36893488147419103232" thick. The 1/73786976294838206464" means the glue is 1/73786976294838206464" thick. 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CURVE	RAIUS	LENGTH	TAPELENGTH	CHORD	HEIGHT	DELTA
C1	20.00	5.43	20.01	28.79	54.935117	90.0021°
C2	1157.50	368.30	141.58	284.88	57.951417	140.721°

LINE TABLE		
LINE	LENGTH	BEARING
L1	50.00	S00°48'37"E
L2	65.17	S89°08'30"W
L3	87.48	N22°31'40"E

LEGEND		
PARCEL	OWNER	AREA sq.
1	EL PASO COUNTY	0.8345



1000

# Exhibit B

# Exhibit C

CITY CLERK DEPT.

2016 NOV -8 AM 9:38

4.2

THE STATE OF TEXAS )  
COUNTY OF EL PASO )

**ANNEXATION AGREEMENT**  
**SUAX15-00002**

THIS AGREEMENT made and entered into this 29 day of August, 2016, 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 the County of El Paso (hereinafter referred to as "Owner"), and Ranchos Real Land Holdings, LLC, (hereinafter referred to as "Developer";

WHEREAS, Owner is the owner-of-record of 0.8545 acres of real property described in Exhibit "A" and Exhibit "B" that is attached to this annexation agreement (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 right-of-way improvements and facilities; and

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

WHEREAS, City and the Owner will not be responsible for any of the costs of annexation or right-of-way improvements as described herein; and

WHEREAS, Owner and Developer, after full consideration, accept 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, in consideration of the mutual covenants and agreements herein contained and the recitals set forth hereinabove, 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 and Developer 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 Developer participates in the municipal infrastructure costs and costs for providing municipal services as required in this Agreement. The Effective Date of this Agreement shall be the last date after all parties sign

Two: Developer hereby agrees that the development of the Property shall be in accordance with the rules and regulations of the City, including the El Paso Water Utilities/Public Service Board Regulations, and subject to the application and payment of all necessary application and permit

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KMN

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fees in effect on the Effective Date of this Agreement except as otherwise provided below and Section Three and Section Four of this Agreement. It is understood by the Developer 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 Utilities/Public Service Board, and Developer agrees to comply with the additional requirements. Developer 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 and Augusta Lane).
3. The area will be dedicated as right-of-way to provide the required Major Arterial roadway.
4. The Developer at its sole expense, shall improve the dedicated right-of-way to current standards in Title 19 and the City's Design Standards for Construction (DSC) to complete John Hayes Street as a Major Arterial. The Developer shall not be entitled to any costs or expense for construction of the road to include but not limited to request for over width payment reimbursement.

Three: Developer hereby agrees that within 90 days of the passage of the ordinance annexing Property, Developer shall apply for a subdivision plat in accordance with the procedures of Title 19 (Subdivisions) of the Code in effect at the time this Annexation Agreement is approved by City Council.

Four: Developer hereby agrees to pay all annexation recording fees and public hearing published notice fees.

**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  
300 N. Campbell  
El Paso, Texas 79901

Copy to: City Attorney  
Same Address as above

(2) OWNER: County of El Paso  
500 E. San Antonio  
El Paso, TX 79901

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(3) DEVELOPER: Ranchos Real Land Holdings, LLC  
6080 Surety Dr., Ste. 300  
El Paso, TX 79905

COPY TO: Conrad Conde  
Conde, Inc.  
6080 Surety Dr., Ste. 100  
El Paso, TX 79905

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, lightning, earthquakes, fires, storms, floods, washouts, droughts, tornadoes, hurricanes, arrests and restraints of governments and people, explosions, breakage or damage to

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machines or pipelines and any other inabilities 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 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.

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**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.

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APPROVED on this 15<sup>th</sup> day of November, 2016.

THE CITY OF EL PASO

for Marc Sutter  
Tomás González  
City Manager

APPROVED AS TO FORM:

Karla M. Newman  
Karla M. Newman  
Assistant City Attorney

APPROVED AS TO CONTENT:

Larry F. Nichols  
Larry F. Nichols, Director  
Planning & Inspections Department

CITY CLERK DEPT.  
2016 NOV -8 AM 9:30

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ACKNOWLEDGEMENT

CITY CLERK DEPT.

2016 NOV -8 AM 9:38

STATE OF TEXAS     )  
                                  )  
COUNTY OF EL PASO    )

*Mark* This instrument was acknowledged before me on the 17<sup>th</sup> day of November, 2016, by,  
*Sutter for* Tomás González, as City Manager of the City of El Paso, Texas



Martha Calderon  
Notary Public, State of Texas

Martha Calderon  
Notary's Printed or Typed Name

02-24-2017  
My Commission Expires:

(ACCEPTANCE ON FOLLOWING PAGE)

# 394270\_2/15-1007-1387 / SUAX15-00002 John Hayes Annexation Agreement  
KMN

SUAX15-00002

Page 7 of 11



ACCEPTANCE

The above Agreement, with all conditions thereof, is hereby accepted this 29 day of August, 2016.

Owner(s): County of El Paso

By: [Signature]

Title: COUNTY JUDGE

ACKNOWLEDGEMENT

STATE OF TEXAS     )  
                                  )  
COUNTY OF EL PASO    )

This instrument was acknowledged before me on the 29th day of August, 2016, by Veronica Escobar as County Judge of County of El Paso.



[Signature]  
Notary Public, State of Texas

Celeste Varela  
Notary's Printed or Typed Name

My Commission Expires: \_\_\_\_\_

ACCEPTANCE

The above Agreement, with all conditions thereof, is hereby accepted this 7<sup>th</sup> day of September, 2016.

Developer: Ranchos Real Land Holdings, LLC

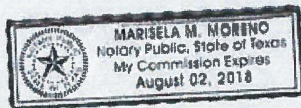
By: 

Title: MANAGER

ACKNOWLEDGEMENT

STATE OF TEXAS     )  
                                  )  
COUNTY OF EL PASO    )

This instrument was acknowledged before me on the 7<sup>th</sup> day of September, 2016, by Douglas Schwartz, as manager of Ranchos Real Land Holdings, LLC.



  
Notary Public, State of Texas

Marisela M. Moreno  
Notary's Printed or Typed Name

\_\_\_\_\_  
My Commission Expires:



## Exhibit A

### METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a Portion of Section 37, Block 79, Township 2, Texas and Pacific Railway Company Surveys, City Of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds as follows:

The "TRUE POINT OF BEGINNING" being a nail set for the common corner of Sections 35, 36, 37 & 38, Block 79, Township 2, Texas and Pacific Railway Company Surveys, from which an existing city monument at the centerline intersection of John Hayes Street and Edgemere Blvd. bears South 00°35'06" East a distance of 556.09 feet;

Thence along the westerly right of way line of Augusta Ln., North 00°32'01" West a distance of 1134.83 feet to a set ½" rebar with cap marked TX 5152 from which a found rebar with smashed cap bears South 88°03'12" West a distance of 0.52 feet;

Thence leaving said right of way line, 285.30 feet along the arc to the right which has a radius of 1157.50 feet a central angle of 14°07'21" a chord which bears South 07°35'41" East a distance of 284.58 feet to a set ½" rebar with cap marked TX 51152 on the easterly right of way line of Augusta Ln. out of Hill Crest Estates;

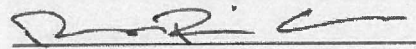
Thence along said right of way line, South 00°32'01" East a distance of 797.91 feet to a set ½" rebar with cap marked TX 5152 for a point of curve;

Thence 31.43 feet along the arc of a curve to the left which has a radius of 20.00 feet a central angle of 90°02'21" a chord which bears South 45°33'11" East a distance of 28.29 feet to a found ½" rebar with cap marked TX 5152 on the northerly right of way line of Davidson Blvd. out of Hill Crest Estates;

Thence, South 00°48'57" East a distance of 35.00 feet to a found ½" rebar with cap marked TX 5152 on the southerly line of Hill Crest Estates;

Thence along said line, South 89°59'59" West a distance of 55.17 feet to the "TRUE POINT OF BEGINNING" and containing 37,220 Square Feet or 0.8545 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

# Exhibit B

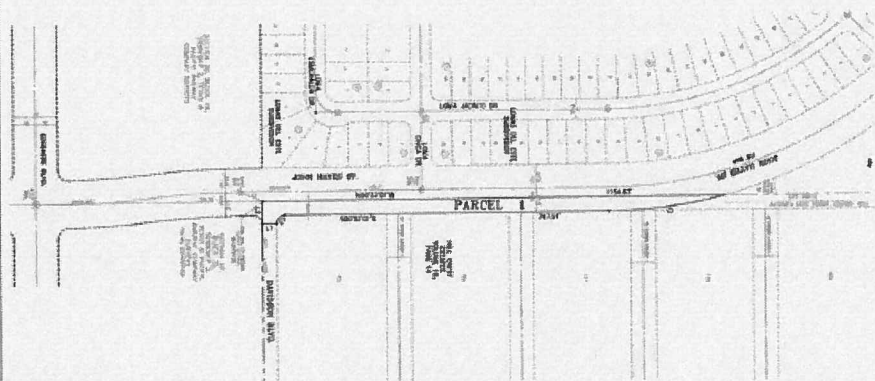
## JOHN HAYES TWO ANNEXATION

BEING PORTION OF ALBUQUERQUE, CITY OF  
HILLS CREST ESTATES,  
EL PASO COUNTY, TEXAS  
CONTAINING 37.251-10 ACRES PART OF 0.8445 ACRES

NOTES:  
1. NOT TO SCALE  
2. ALL DISTANCES ARE IN FEET  
3. ALL DISTANCES ARE TO THE CENTER OF THE ROAD  
4. ALL DISTANCES ARE TO THE CENTER OF THE ROAD



LOCATION MAP  
SCALE: 1"=1,000'



DATE	TIME	BY	REMARKS
11/19/20	10:30 AM	H. L. H.	1.000' 1.000' 1.000'
11/19/20	10:30 AM	H. L. H.	1.000' 1.000' 1.000'
11/19/20	10:30 AM	H. L. H.	1.000' 1.000' 1.000'
11/19/20	10:30 AM	H. L. H.	1.000' 1.000' 1.000'
11/19/20	10:30 AM	H. L. H.	1.000' 1.000' 1.000'

LINE	LENGTH	BEARING
1	1.000'	S 89° 59' 59" E
2	1.000'	S 89° 59' 59" E
3	1.000'	S 89° 59' 59" E
4	1.000'	S 89° 59' 59" E
5	1.000'	S 89° 59' 59" E

PARCEL	OWNER	AREA AC.
1	EL PASO COUNTY	0.845



*Handwritten signature*

15-1007-1387 / 645765

## **EXHIBIT “D”**

### **CITY OF EL PASO ANNEXATION 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 0.8545-acre property located in the City’s East Extraterritorial Jurisdiction (ETJ). A Portion of Augusta Lane, out of Hills Crest Estates, El Paso County, Texas. The area is more specifically described by metes and bounds in Exhibit “A” and the survey Exhibit “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 “D” and is attached to the annexation ordinance.

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 Utilities (EPWU) 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

**ORDINANCE NO.** \_\_\_\_\_

15-1007-1387 / 645765

John Hayes Annexation

KMN

**SUAX15-00002**

- 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 within 2,175 feet of 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 Utilities 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 City Development's Land Development Division:

- 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. Development Services 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.

**ORDINANCE NO.** \_\_\_\_\_

15-1007-1387 / 645765

John Hayes Annexation

KMN

**SUAX15-00002**

### 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 the El Paso Water Utilities, 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 the El Paso Water Utilities.
- 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

**ORDINANCE NO.** \_\_\_\_\_

**SUAX15-00002**

15-1007-1387 / 645765

John Hayes Annexation

KMN



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.

## **MEMORANDUM**

**DATE:** March 14, 2017

**TO:** The Honorable Mayor and City Council  
Tommy Gonzalez, City Manager

**FROM:** Alfredo Austin, Senior Planner

**SUBJECT:** SUAX15-00002 John Hayes Annexation

---

The proposed John Hayes Annexation was scheduled for the City Plan Commission (CPC) on February 23, 2017. The CPC recommended **approval** of the proposed annexation.

The recommendation is based on the determination that the proposed annexation is in the best interest, health, safety and welfare of the public in general; and will have no effect on the natural environment, social economic conditions, and property values in the vicinity and the city as a whole.

**Applicant:** El Paso County

**Attachments:** Staff Report



## *City of El Paso – City Plan Commission Staff Report*

**Case No:** SUAX15-00002 John Hayes Annexation  
**Application Type:** Annexation and Service Plan  
**CPC Hearing Date:** February 23, 2017  
**Staff Planner:** Alfredo Austin, 212-1604, [austinaj@elpasotexas.gov](mailto:austinaj@elpasotexas.gov)

**Location:** East of John Hayes and North of Edgemere  
**Legal Description:** Portion of Augusta Lane, out of Hill Crest Estates, El Paso County, Texas  
**Acreage:** .8545 acres  
**Rep District:** ETJ - Adjacent to District 5  
**Existing Use:** Roadway  
**Existing Zoning:** N/A  
**Proposed Zoning:** R-F (Ranch-Farm)

**Property Owner:** El Paso County  
**Applicant:** El Paso County  
**Representative:** Conde, Inc.

**Distance to Park:** Loma Del Este #1 (0.18 miles)  
**Distance to School:** James P. Butler Elementary (0.65 miles)

### **SURROUNDING ZONING AND LAND USE**

**North:** ETJ (Extraterritorial Jurisdiction) / Vacant  
**South:** C-2 (Commercial) / Vacant  
**East:** ETJ (Extraterritorial Jurisdiction) / Mostly vacant  
**West:** R-5 (Residential) / Residential development

**PLAN EL PASO DESIGNATION:** O6, Potential Annexation

### **General Information:**

The applicant is requesting annexation of land within the City of El Paso's Extra Territorial Jurisdiction (ETJ) and approval of a service plan in conjunction with the Annexation Agreement approved by City Council on November 15, 2016. The .8545 acre subject property abuts the city limits and has been improved as right of way through the John Hayes Subdivision Unit Two. This annexation will provide continuity to John Hayes within the city limits. If annexed, the property will be automatically zoned R-F (Ranch-Farm).

### **Neighborhood Input:**

Notice of the public hearings were mailed to all property owners within 300 feet of this proposed annexation and published in the El Paso Times in accordance with the Texas Local Government Code. Planning staff did not receive any calls in support or opposition to this request.

**DCC Recommendation:**

The Development Coordinating Committee recommends **approval** and provides the following comments.

**Planning Division Recommendation:**

Planning has no objection to the annexation request and recommends **approval** of this request.

**Plan El Paso Goals & Policies**

The applicant's proposal meets the following Plan El Paso's goal and policies:

Goal 1.7: The City of El Paso will use the annexation authority granted by Texas law to cautiously shape the future City boundaries in accordance with Plan El Paso.

Goal 4.5: El Paso's network of major thoroughfares will become the "Great Streets" of tomorrow. They will be integral parts of the communities that surround them, allowing easy movement and providing physical space for social, civic, and commercial activities.

**El Paso Water Utilities:**

*According to the El Paso Water Utilities – Public Service Board (EPWU-PSB) Records, the subject Property is located immediately north and east of the City Limits.*

*EPWU – PSB Records, the subject Property is located immediately north and east of the "Eastside Annexation 2005-07" Area.*

**Water**

Water storage improvements to the existing system are required to enable service to the subject property.

Along John Hayes Street between Edgemere Boulevard and Loma Dante Drive there is an existing sixteen (16) inch diameter water transmission main. This main is located at approximately 35 feet west of the easternmost Right-of-Way line of John Hayes Street. No direct service connections are allowed from the described 16-inch diameter water transmission main as per the El Paso Water Utilities - Public Service Board Rules & Regulations.

There is an existing eight (8) inch diameter water main stub-out aligned towards the east along the proposed Davidson Boulevard. This stub-out originates from the above-described 16-inch diameter water transmission main.

**Sanitary Sewer**

Along John Hayes Street between Edgemere Boulevard and Loma Dante Drive there is an existing fifteen (15) inch diameter sanitary sewer main. This main is located at approximately 23 feet west of the John Hayes Street center line. This main is available for service.

There is an existing eight (8) inch diameter sanitary sewer main stub-out aligned towards the east along the proposed Davidson Boulevard. This stub-out originates from the above-described 15-inch diameter sanitary sewer main.

**General**

EPWU requires a new service application to initialize design of the water and sanitary sewer main extensions to serve the subject property. New service applications are available at 1154 Hawkins, 3<sup>rd</sup> Floor. The following items are required at the time of application: (1) hard copy of subdivision plat; (2) finalized set of street improvement plans, including storm sewer; (3) digital copy of subdivision plat; (4) benchmark check; and (5) construction schedule. Service will be provided in accordance with the current EPWU – PSB Rules and Regulations. The owner is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

**TxDOT:**

TxDOT has no comments as subject property is not under TxDOT jurisdiction.

**EPWU Stormwater Division:**

We have reviewed the subject annexation and have no objections.

**Sun Metro:**

Sun Metro requests/recommends the applicant coordinate with staff to identify the potential placement and construction of a bus stop site.

**County of El Paso:**

No comments received.

**Street and Maintenance:**

No objections.

**El Paso Police Department:**

No comments received.

**Fire Department:**

No comments received.

**Parks and Recreation Department:**

No comments received.

**Environmental Services:**

No comments received.

**Texas Gas Service:**

No comments received.

**Attachments**

Attachment 1: Location Map

Attachment 2: Aerial

Attachment 3: Survey

Attachment 4: Draft Ordinance and Service Plan

Attachment 5: Application

ATTACHMENT 1

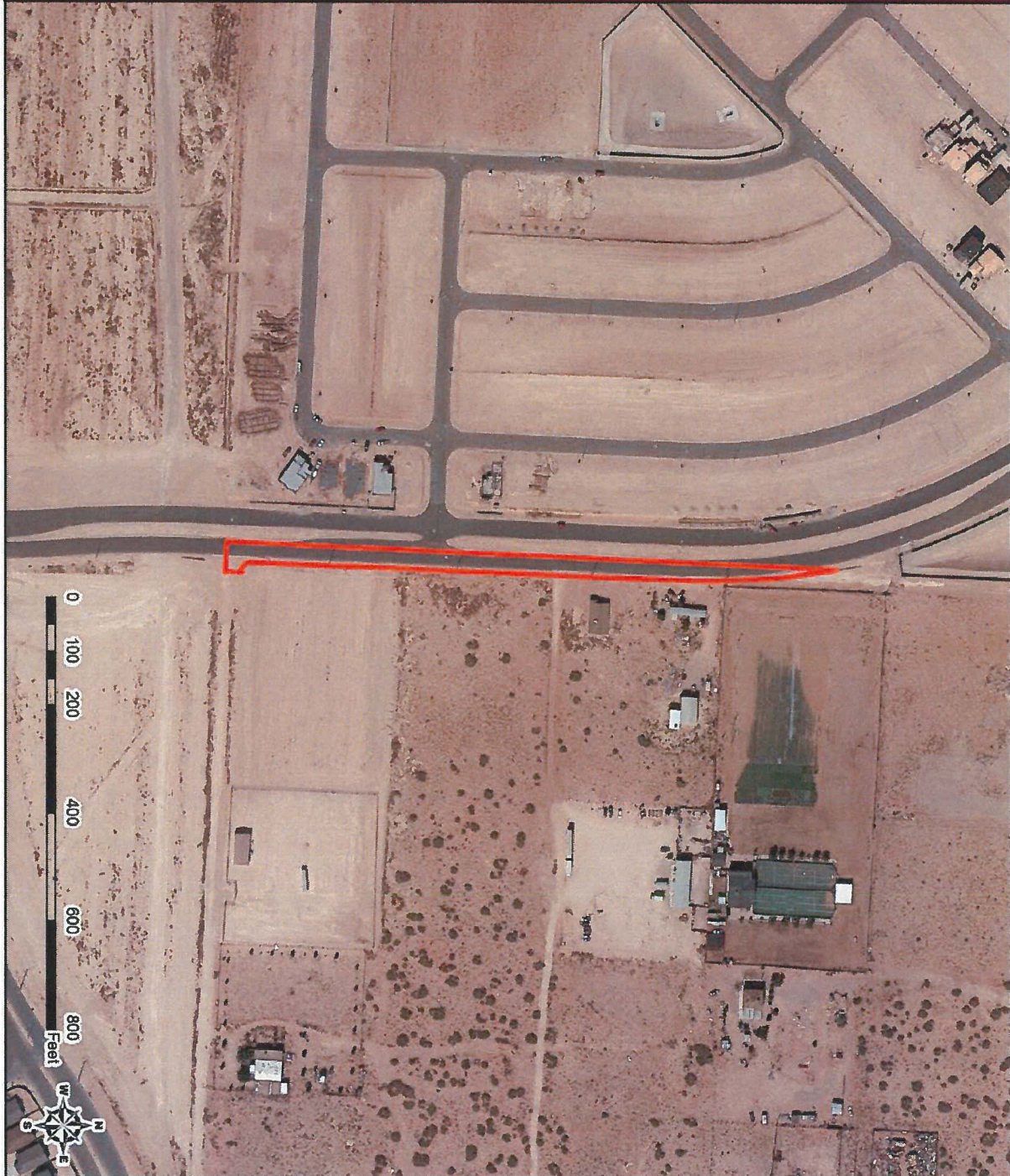
# JOHN HAYES ANNEXATION





ATTACHMENT 2

# JOHN HAYES ANNEXATION





**JOHN HAYES  
ANNEXATION**

BEING PORTION OF ALBUQUERQUE, N.M., CITY OF  
HILLS CREST SEPARATE,  
EL PASO COUNTY, TEXAS  
CONTAINING: 37,120 Square Feet or 0.85442 ACRES

**LEGEND**

SURFACE	UNDERGROUND	WATER	SEWER	GAS	ELECTRIC	TELEPHONE	CABLE	RADIO	TV	OTHER
---	- - -	~ ~ ~	—+—	—x—	—o—	—□—	—△—	—◇—	—▽—	—○—

**SCALE BAR**

0 10 20 30 40 50 60 70 80 90 100 FEET

**LOCATION MAP**

SCALE: 1"=100'

**SITE LOCATION**

ALBUQUERQUE, N.M.

EL PASO COUNTY, TEXAS

**PROFESSIONAL SEAL**

STATE OF TEXAS  
REGISTERED  
LAND SURVEYOR  
RONALD ROBERT CANINE  
NO. 5152

**TITLE BLOCK**

PROJECT: ANNEXATION  
SHEET NO.: 1  
DATE: 10-1-2000  
DRAWN BY: J. HAYES  
CHECKED BY: J. HAYES  
APPROVED BY: J. HAYES

## ATTACHMENT 4

### ORDINANCE \_\_\_\_\_

**AN ORDINANCE ANNEXING THE FOLLOWING REAL PROPERTY DESCRIBED AS A PORTION OF AUGUSTA LANE, OUT OF HILL CREST ESTATES, EL PASO COUNTY, TEXAS.**

**WHEREAS**, El Paso County (owner of record), is the owner of approximately .8545 acres lying in the City of El Paso's East Extraterritorial Jurisdiction; the property more fully described in the attached metes and bounds description, identified as Exhibit "A", and survey of the property, identified as Exhibit "B" and made a part hereof by reference, and both El Paso County 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 a Development Agreement on November 15, 2016, attached as Exhibit "C", which governs the development of the property after the annexation; and,

**WHEREAS**, the attached Service Plan, identified as Exhibit "D", 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 February 22, 2017 and February 23, 2017 at which persons interested in the annexation were given the opportunity to be heard; and that no person voiced opposition to the annexation or Service Plan described as Exhibit "D"; and,

**WHEREAS**, the City Plan Commission reviewed and recommended approval of the Annexation and Service Plan at their public hearing meeting held on February 23, 2017; 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 Augusta Lane, out of Hill Crest Estates, El Paso County, Texas, more particularly described in Exhibit "A" and Exhibit "B".

Further, that the City of El Paso adopts the Service Plan described as Exhibit "D"; and that the annexation is subject to all terms and conditions of the Development Agreement, entered into on November 15, 2016.

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

ORDINANCE \_\_\_\_\_

SUAX16-00001

**THE CITY OF EL PASO**

**ATTEST:**

Richarda Duffy Momsen  
City Clerk

Oscar Leeser  
Mayor

**APPROVED AS TO FORM:**

Karla Nieman,  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

Larry F. Nichols, Director  
Planning and Inspections Department

ORDINANCE \_\_\_\_\_

SUAX16-00001

## **EXHIBIT "D"**

### **CITY OF EL PASO ANNEXATION 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 0.8545-acre property located in the City's East Extraterritorial Jurisdiction (ETJ). A Portion of Augusta Lane, out of Hills Crest Estates, El Paso County, Texas. The area is more specifically described by metes and bounds in Exhibit "A" and the survey Exhibit "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 "D" and is attached to the annexation ordinance.

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.

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##### **1. Immediate Services Program**

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  - 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 Utilities (EPWU) 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 within 2,175 feet of 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 Utilities 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 City Development's Land Development Division:

- 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. Development Services 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 the El Paso Water Utilities, 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 the El Paso Water Utilities.
- 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.



# ATTACHMENT 5



## APPLICATION FOR ANNEXATION PLANNING & ECONOMIC DEVELOPMENT PLANNING DIVISION

**RECEIVED**  
CITY OF EL PASO, TEXAS  
811 Texas Avenue  
El Paso, TX 79901  
915-641-4558  
MAR 23 2015

CITY OF EL PASO  
CITY DEVELOPMENT DEPARTMENT

### 1. CONTACT INFORMATION

PROPERTY OWNER(S): El Paso County  
ADDRESS: 500 E. San Antonio ZIP CODE: 79901 PHONE: 546-2000  
APPLICANT(S): El Paso County  
ADDRESS: 500 E. San Antonio ZIP CODE: 79901 PHONE: 546-2000  
REPRESENTATIVE(S): Conde, Inc.  
ADDRESS: 6080 Surety Drive, Ste 100 ZIP CODE: 79905 PHONE: 592-0283  
E-MAIL ADDRESS: cconde@condeinc.com

### 2. PARCEL ONE INFORMATION

PROPERTY IDENTIFICATION NUMBER: n/a  
LEGAL DESCRIPTION: Being Portion of Augusta Ln., Hills Crest Estates, El Paso County, Texas  
STREET ADDRESS OR LOCATION: John Hayes Street REP DISTRICT: 5  
ACREAGE: 0.8545 ac PRESENT ZONING: n/a PRESENT LAND USE: Street Right-Of-Way  
PROPOSED ZONING: n/a PROPOSED LAND USE: Street Right-Of-Way-To allow for consistent annexation that abuts the existing Tierra Del Este Master Planned area that was previously annexed

### 3. PARCEL TWO INFORMATION

PROPERTY IDENTIFICATION NUMBER: \_\_\_\_\_  
LEGAL DESCRIPTION: \_\_\_\_\_  
STREET ADDRESS OR LOCATION: \_\_\_\_\_ REP DISTRICT: \_\_\_\_\_  
ACREAGE: \_\_\_\_\_ PRESENT ZONING: \_\_\_\_\_ PRESENT LAND USE: \_\_\_\_\_  
PROPOSED ZONING: \_\_\_\_\_ PROPOSED LAND USE: \_\_\_\_\_

### 4. PARCEL THREE INFORMATION

PROPERTY IDENTIFICATION NUMBER: \_\_\_\_\_  
LEGAL DESCRIPTION: \_\_\_\_\_  
STREET ADDRESS OR LOCATION: \_\_\_\_\_ REP DISTRICT: \_\_\_\_\_  
ACREAGE: \_\_\_\_\_ PRESENT ZONING: \_\_\_\_\_ PRESENT LAND USE: \_\_\_\_\_  
PROPOSED ZONING: \_\_\_\_\_ PROPOSED LAND USE: \_\_\_\_\_

### 5. ADDITIONAL INFORMATION

OWNER (S) OF RECORD FOR THE ABOVE DESCRIBED PARCEL(S):  
Printed Name: County of El Paso Signature: \_\_\_\_\_  
Printed Name: Veronica Escobar, County Judge Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_

*Note: Signatures are required for all owners of record for the property proposed for rezoning. Attach additional signatures on a separate sheet of paper.*

AN SUAX15-0000 RECEIVED DATE: 3/26/15 APPLICATION FEE: \$ 664.91  
DCC REVIEW DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_; 1<sup>st</sup> Public Hearing: \_\_\_\_/\_\_\_\_/\_\_\_\_ (Location/time to be announced)  
CPC REVIEW DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_ (1:30 pm, City Council Chambers, 2<sup>nd</sup> Floor, City Hall Building)  
ACCEPTED BY: Valein Herrera

2015.0034



# Recommendation/Public Input

- **Planning & Inspections Recommendation:** Approval
- **CPC Vote:** Unanimous Approval
- **Strategic Goal #3 – Promote the Visual Image of El Paso**
  - 3.1 Provide business-friendly permitting and inspection processes.
  - 3.2 Improve the visual impression of the community.



## JOHN HAYES ANNEXATION







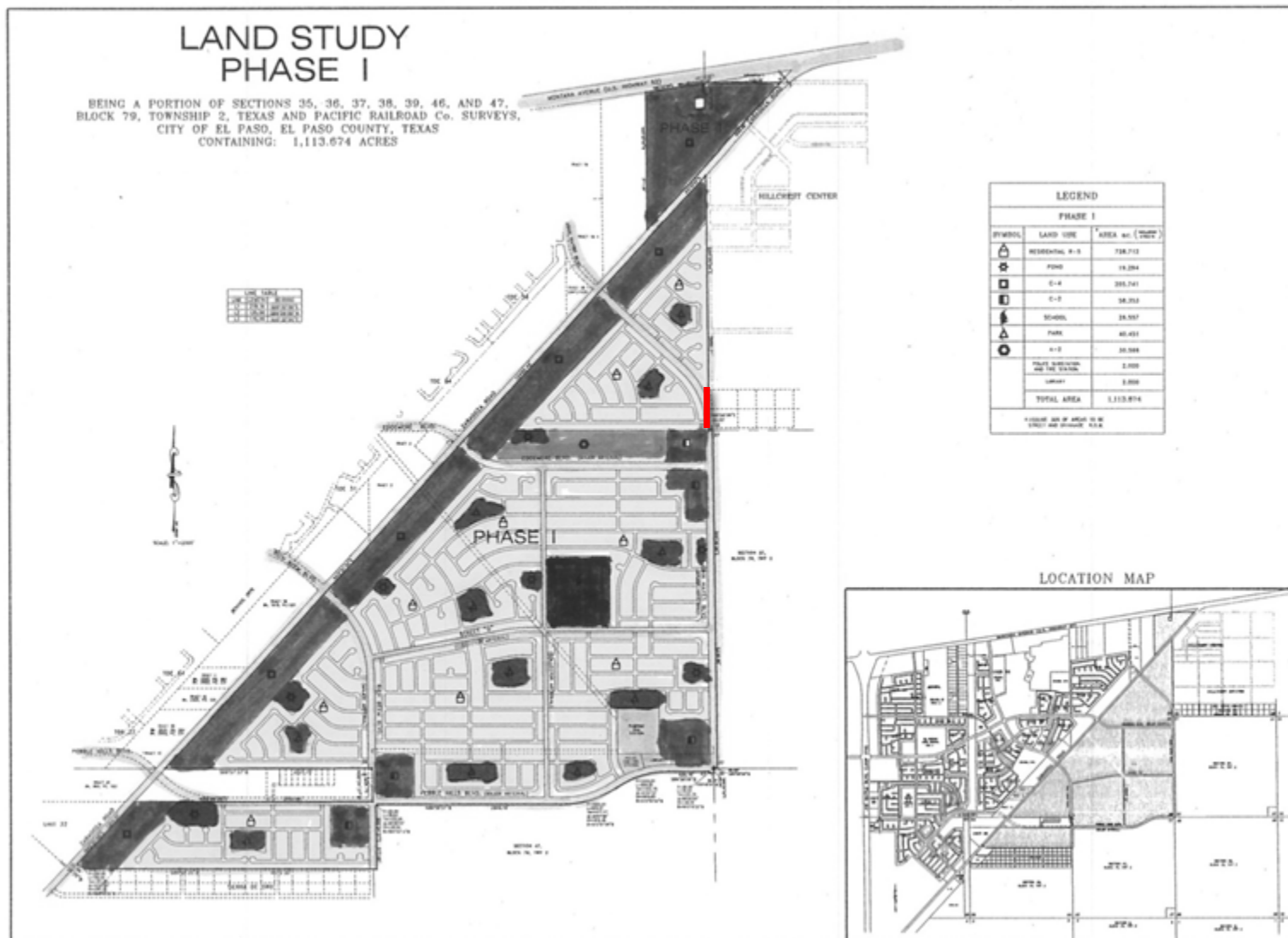
## JOHN HAYES ANNEXATION





# LAND STUDY PHASE I

BEING A PORTION OF SECTIONS 35, 36, 37, 38, 39, 46, AND 47,  
BLOCK 79, TOWNSHIP 2, TEXAS AND PACIFIC RAILROAD Co. SURVEYS,  
CITY OF EL PASO, EL PASO COUNTY, TEXAS  
CONTAINING: 1,113.674 ACRES



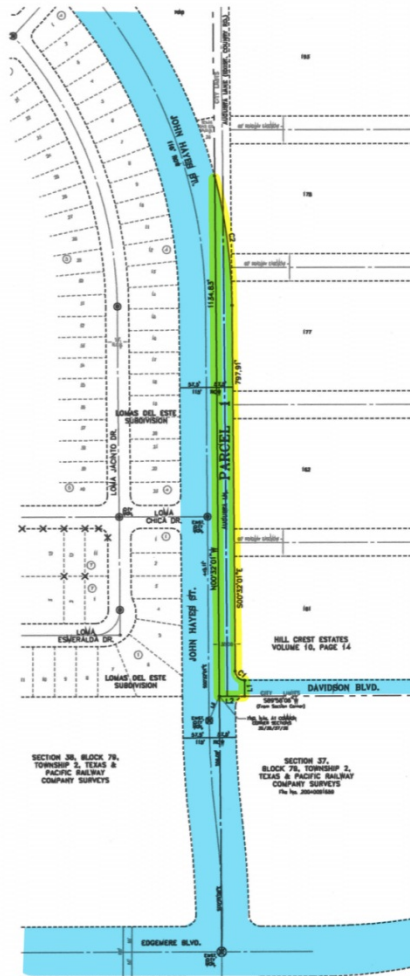
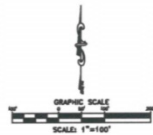
C:\DATA\GIS\IDF-FAST-ZARAGOZA-PH-I-IND-STDY-Rx11.dwg, 4/18/2006 11:24:53 AM, CCORIF7

EAST ZARAGOZA





NOTES:  
 1. NOT TO SCALE. DIMENSIONS ARE GIVEN IN FEET OR IN DECIMALS THEREOF.  
 2. A 1/4" = 1" SCALE MAP SHOWS APPROXIMATE LOCATION OF THIS SITE.



## JOHN HAYES ANNEXATION

BEING PORTION OF AUGUSTA LN., OUT OF  
 HILLS CREST ESTATES,  
 EL PASO COUNTY, TEXAS  
 CONTAINING: 37,220 Square Feet or 0.8546± ACRES

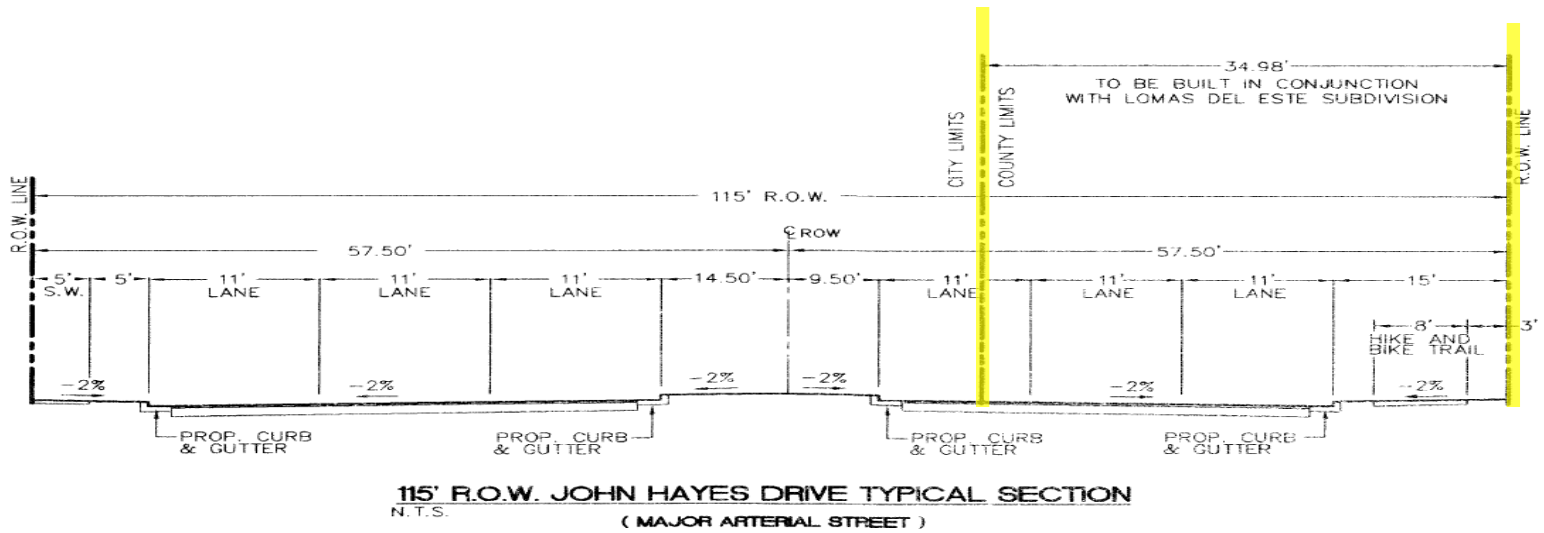
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CHORD BEARING	115.00° 00' 00" N
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LINE TABLE	
LINE BEARING	115.00° 00' 00" N
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LINE BEARING	115.00° 00' 00" N
LINE BEARING	115.00° 00' 00" N
LINE BEARING	115.00° 00' 00" N

LEGEND		
PARCEL	OWNER	AREA sq.
1	EL PASO COUNTY	0.8546



*[Handwritten signature]*



*"Delivering Outstanding Services"*



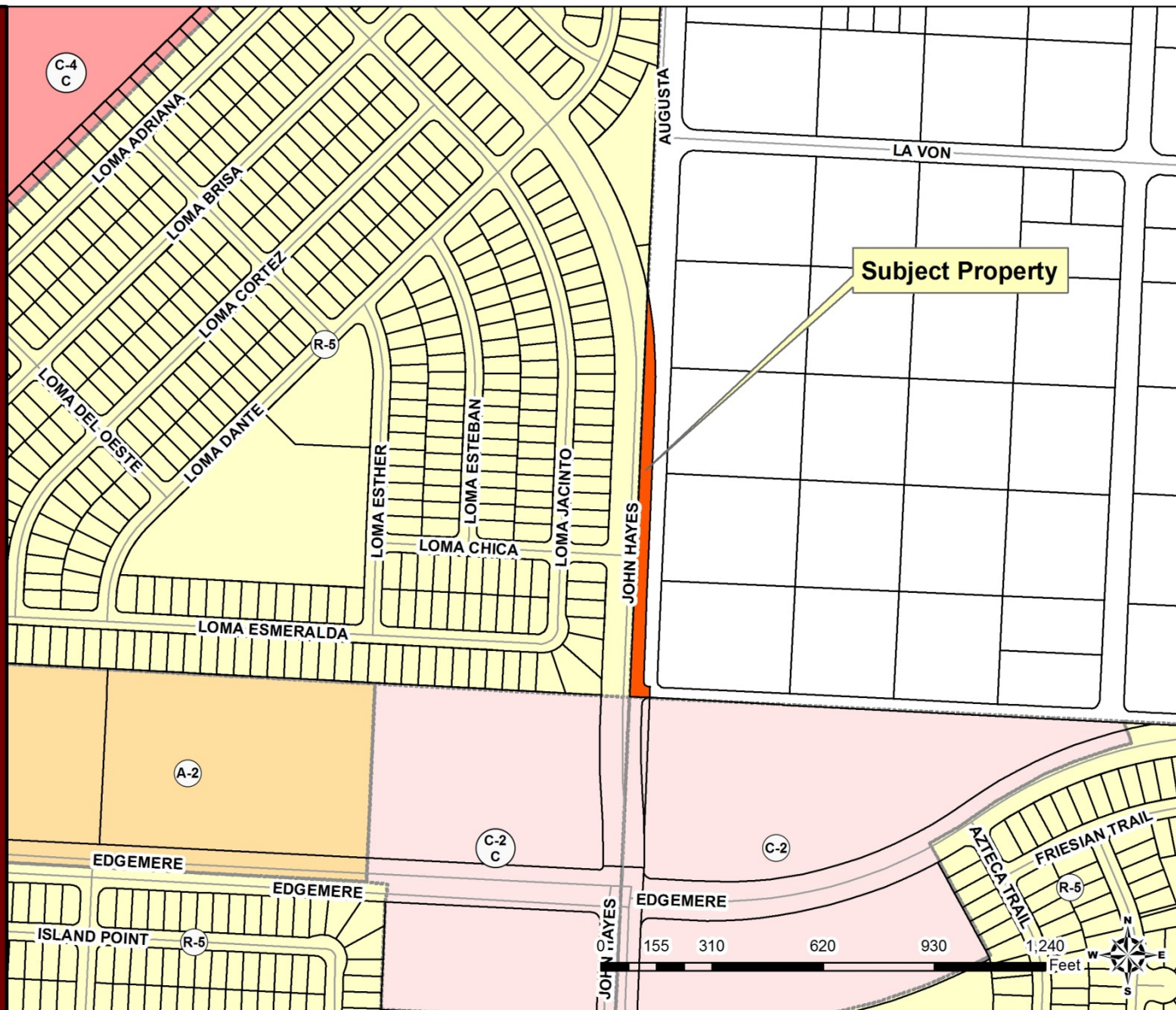
## JOHN HAYES ANNEXATION







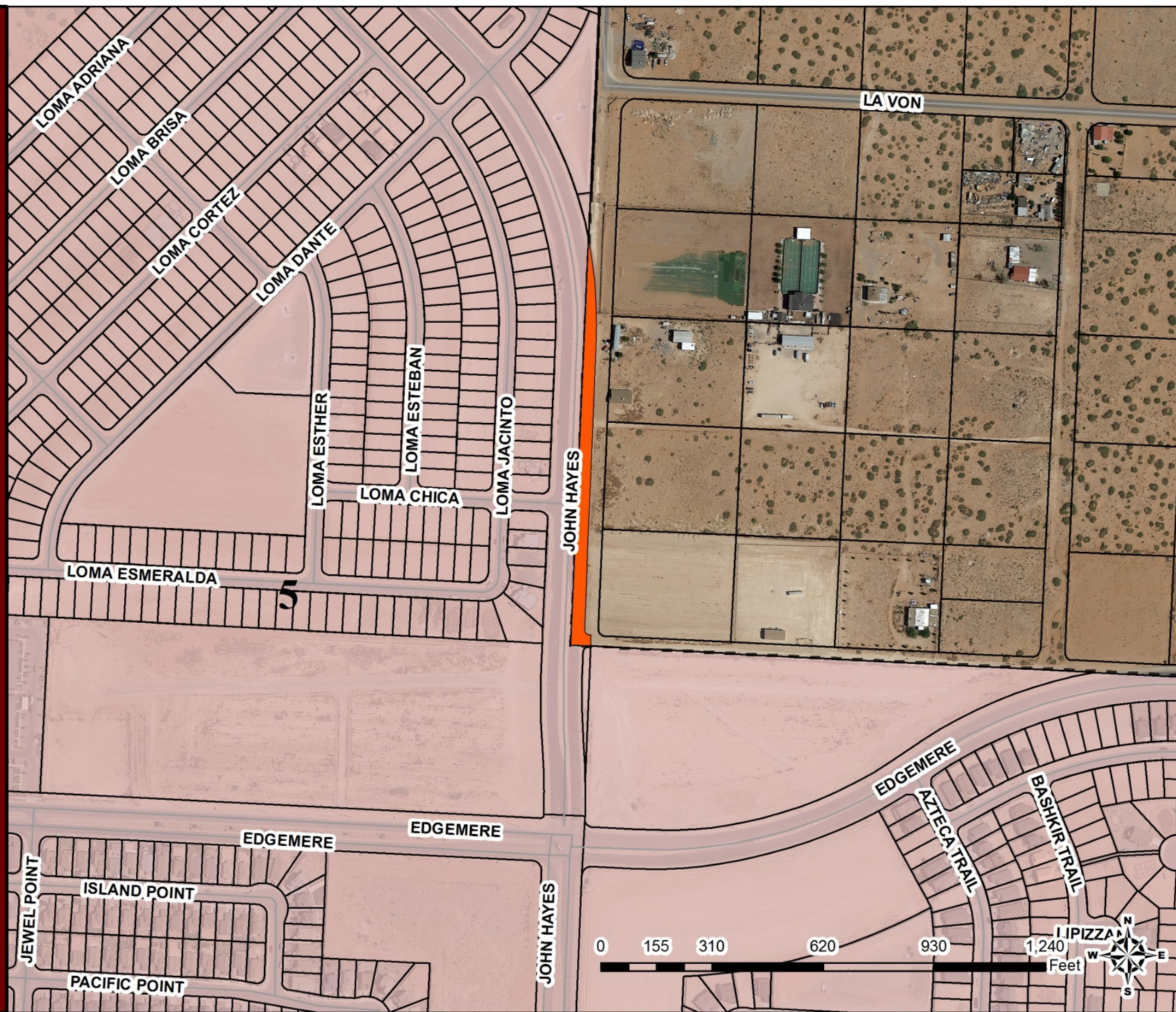
## JOHN HAYES ANNEXATION







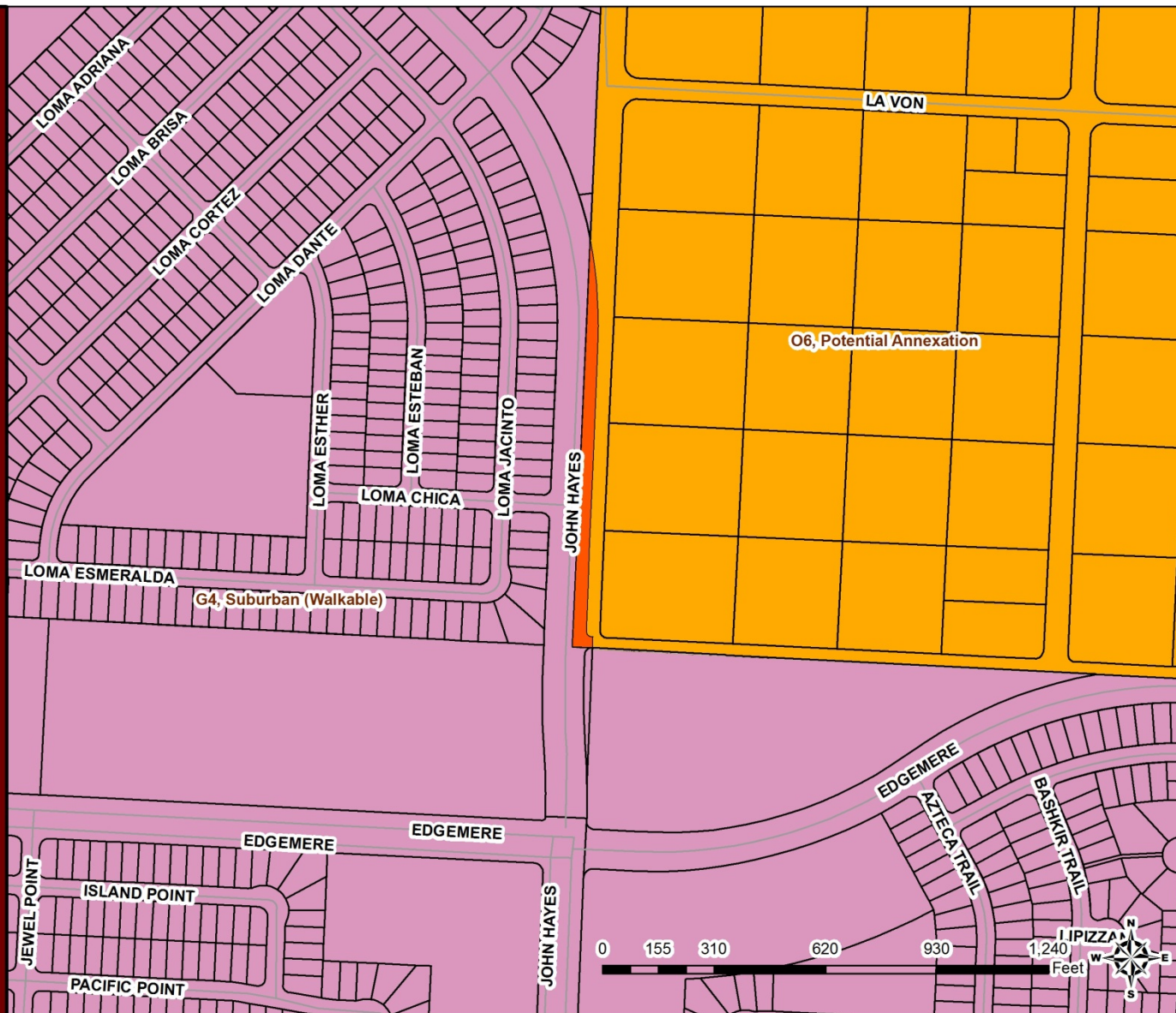
## JOHN HAYES ANNEXATION







## JOHN HAYES ANNEXATION







# Plan El Paso

The applicant's proposal meets the following Plan El Paso's goal and policies:

- Goal 1.7: The City of El Paso will use the annexation authority granted by Texas law to cautiously shape the future City boundaries in accordance with Plan El Paso.
- Goal 4.5: El Paso's network of major thoroughfares will become the "Great Streets" of tomorrow. They will be integral parts of the communities that surround them, allowing easy movement and providing physical space for social, civic, and commercial activities.





## JOHN HAYES ANNEXATION

