

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

DEPARTMENT: Planning & Inspections Department

AGENDA DATE: April 30, 2019

CONTACT PERSON/PHONE: Philip F. Etiwe, (915) 212-1553
Karina Brasgalla, (915) 212-1604

DISTRICT(S) AFFECTED: Adjacent to District 5

SUBJECT:

A resolution authorizing the City Manager to sign an Annexation Agreement between the City and EPT Desert Sands LLC, for 3.0 acres of real property located North of Montana Ave. and West of Rich Beem, 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.

SUAX19-00001 (Adjacent to District 5)

BACKGROUND / DISCUSSION:

See CPC staff report attached.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

BOARD / COMMISSION ACTION:

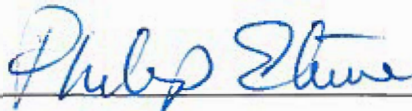
City Plan Commission (CPC) – Recommended approval on April 4, 2019

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

LEGAL: (if required) N/A

FINANCE: (if required) N/A

DEPARTMENT HEAD: Philip F. Etiwe, Director
Planning & Inspections Department



APPROVED FOR AGENDA:

CITY MANAGER: _____ DATE: _____

RESOLUTION

WHEREAS, the EPT Desert Sands LLC (hereinafter referred to as "Property Owner"), wish to annex 3.0 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, after full consideration, accepts the terms and conditions cited in this Agreement due to the advantages and benefits resulting from the annexation and development of the Property; and,

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

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

That the City Manager or his Designee is authorized to sign an Annexation Agreement between the City and EPT Desert Sands LLC, for 3.0 acres of real property located North of Montana Ave. and West of Rich Beem, 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 _____ day of _____, 2019.

THE CITY OF EL PASO

Dee Margo, Mayor

(SIGNATURES ON THE FOLLOWING PAGE)

ATTEST:

Laura D. Prine, City Clerk

APPROVED AS TO FORM:



Omar A. De La Rosa
Assistant City Attorney

APPROVED AS TO CONTENT:



Philip F. Etiwe, Director
Planning & Inspections Department

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

ANNEXATION AGREEMENT
SUAX19-00001

This Annexation Agreement (“Agreement”) is made and entered into this ____ day of _____ 20 ____, by and between the City of El Paso, Texas, a Municipal Corporation, of the County of El Paso in the State of Texas (hereinafter referred to as "City"), and EPT Desert Sands LLC (hereinafter referred to as "Owner");

WHEREAS, Owner is the owner-of-record of 3.0 acres of real property described in Exhibit “A” and Exhibit “B” attached to this 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 improvements and facilities; and

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

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

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

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

Section 1. This Agreement is contingent on the City of El Paso adopting an ordinance annexing the Property. Should the City annex the Property such annexation will be in accordance with the terms and conditions of this Agreement. This Agreement shall be an exhibit to the ordinance which annexes the property and shall be incorporated for all purposes. It is understood by the Owner that there are significant costs to the City associated with the annexation of Property into the City and of paramount consideration for the City in entering into this Agreement is that the Owner participate in the municipal infrastructure costs and costs for providing municipal services as required in this Agreement.

Section 2. Owner hereby agrees that the development of the Property shall be in accordance with the rules and regulations of the City, including Public Service Board Regulations, and subject to the application and payment of all necessary application and permit fees except as otherwise provided below and Section Three and Section Four of this Agreement. It is understood by the Owner that the requirements specified below and specified in Section Three of this Agreement are in addition to the requirements specified in the City of El Paso City Code, City ordinances, City rules and regulations, and the Rules and Regulations of the El Paso Water-Public Service Board (EPW-PSB), and Owner agrees to comply with the additional requirements. Owner agrees to develop the Property in accordance with the following additional conditions:

1. No off-premise signs shall exist on the Property at the time of annexation.
2. Immediately upon passage of the ordinance annexing the Property, the Property shall be automatically be classified as R-F (Ranch and Farm). Following the annexation of the Property, the Owner may seek to re-zone the property in accordance with all requirements of the El Paso City Code and the Texas Local Government Code.
3. 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 Code.
4. 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.
5. An annexation fee of \$820 per dwelling unit shall be assessed at the time of plat recordation.

Section 3. 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.

Section 4. In addition to any other fees and charges required by the Public Service Board Rules and Regulations, Owner(s) agree(s) to pay a water and wastewater connection fee to the El Paso Water Utilities – Public Service Board for each three-quarter inch (3/4”) equivalent water meter that is connect to the public water system as follows:

<u>Meter Size</u>	<u>Water (in Dollars)</u>	<u>Wastewater (in Dollars)</u>
Less than 1”	856.00	496.00
1”	2,115.00	1,225.00
1-1/2”	4,281.00	2,481.00
2”	6,849.00	3,969.00
3”	13,698.00	7,938.00
4”	21,403.00	12,403.00
6”	42,806.00	24,807.00
8”	79,620.00	46,140.00
10”	113,865.00	65,985.00

Based on gallons per minute water flow; EPWU-PSB Rules & Regulations No. 1 Sec. 7 (J)

The water and wastewater connection fee shall be increased by three (3) percent on March 1, 2020, and each year thereafter, compounded annually. Payment of the water and wastewater connection fee shall be due at the time of application for water and wastewater connection to the system. Existing water and wastewater connections are not subject to these fees.

The Owner is responsible for the cost and the installation of any on-site or off-site water and sewer mains to serve the property that are not part of the EPW’s Impact Fee Capital Improvement Program.

Section 5. 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.

Section 6. 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: EPT Desert Sands, LLC
444 Executive Drive, Suite 238
El Paso, Texas 79912

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.

Section 7. 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.

Section 8. Termination and Remedies: This Agreement will automatically terminate if City Council does not adopt an annexation ordinance within 6 months from the date of this Agreement in which event parties will be released from all obligations under this Agreement. If the City of El Paso votes to deny the adoption of an ordinance annexing the Property, then this Agreement will automatically terminate without any additional action of the parties and both parties will be released from all obligations under this Agreement. 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.

In addition to any other remedies at law or this Agreement, the Owner provides to the City consent to disannex the Property in accordance to the Local Government Code, should the Owner fail to comply with any terms of this Agreement after a 30 calendar day opportunity to cure.

Section 9. 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 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.

Section 10. 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.

Section 11. 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.

Section 12. 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.

Section 13. 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.

Section 14. 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.

Section 15. Reservation of Rights: to the extent not inconsistent with this Agreement, each Party reserves all rights, privileges, and immunities under applicable laws.

Section 16. 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.

Section 17. 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.

Section 18. 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.

Section 19. 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.

Section 20. 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.

Section 21. 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.

Section 22. 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.

[City's signature page begins on following page]

[City's Signature Page]

THE CITY OF EL PASO

Tomás González
City Manager

APPROVED AS TO FORM:

Omar A. De La Rosa
Assistant City Attorney

APPROVED AS TO CONTENT:

Philip F. Etiwe
Philip F. Etiwe, Director
Planning & Inspections Department

ACKNOWLEDGEMENT

STATE OF TEXAS)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the ____ day of _____ 2019,
by _____, as City Manager of the City of El Paso, Texas

Notary Public, State of Texas

Notary's Printed or Typed Name

My Commission Expires:

[Owner's Signature page begins on the following page]

[Owner's Signature Page]

ACCEPTANCE

The above Agreement, with all conditions thereof, is hereby accepted this 5th day of April, 2019.

Owner(s):

By: _____

Title: MANAGER

ACKNOWLEDGEMENT

STATE OF TEXAS)

COUNTY OF EL PASO)

This instrument was acknowledged before me on the 5th day of April, 2019, by Richard Aguilar, as Manager of County of El Paso.
123 Plus Management, LLC.



[Signature]
Notary Public, State of Texas

Daniel A. Parra
Notary's Printed or Typed Name

05/27/2019
My Commission Expires:

Exhibit A
Metes and Bounds Description

METES AND BOUNDS DESCRIPTION
EXHIBIT "A"

The parcel of land herein described as a portion, Survey 28, Block 79, Township 2, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, City of El Paso, El Paso County, Texas, and is described by metes and bounds as follows:

Commencing at a found brass cap marked "TXGLOS28" located on the common boundary line of Sections 27 and 28; Thence, leaving said brass cap along the common boundary line of Sections 27 and 28, North 02°21'45" East, a distance of 2209.96' feet to said point being the TRUE POINT OF BEGINNING of the parcel of land herein being described;

THENCE, leaving said common boundary line, North 87°37'44" West, a distance of 361.48 feet to a point;

THENCE, North 02°21'45" East, a distance of 361.48 feet to a point;

THENCE, South 87°37'55" East, a distance of 361.50 feet to a point;

THENCE, South 02°21'45" West, a distance of 361.50 feet back to the TRUE POINT OF BEGINNING of this description.

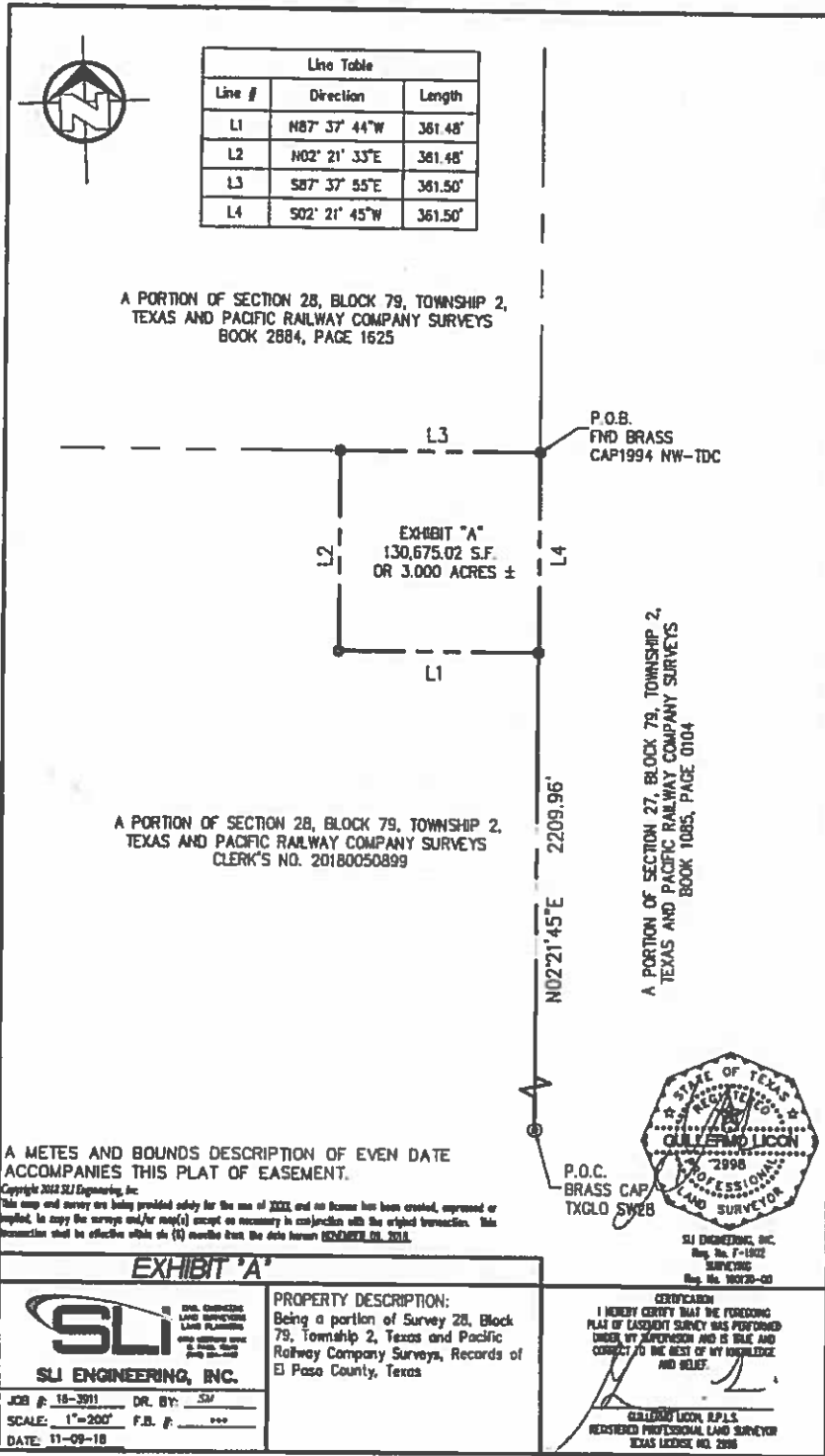
Said parcel of land containing 3.000 acres (130,675.02 s.f.) of land, more or less.

A PLAT OF SURVEY OF EVEN DATE ACCOMPANIES THIS METES AND BOUNDS DESCRIPTION.

SIA ENGINEERING, INC.
Consulting Engineers - Land Surveyors
Guillermo Licon
Registered Professional Land Surveyor
Texas License No. 2998
November 30, 2018
Job# 16-3911



Exhibit B Survey Map



PAGE 1 OF 2

Exhibit C Service Plan

INTRODUCTION

This Service Plan (Plan) is made by the City of El Paso, Texas (City) pursuant to Title 2, Chapter 43 of the Texas Local Government Code. This Plan is made specifically for a 3.0-acre property located in the City's East Extraterritorial Jurisdiction (ETJ), A Portion of Survey 28, Block 79, Township 2, Texas & Pacific Railway Company Surveys, 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 this Agreement.

SERVICE COMPONENTS

This Plan includes three service components: Immediate Services Program, and 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 ordinance, unless otherwise noted.

- a. Police Protection. The El Paso Police Department will provide protection and law enforcement services in the annexation area. 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. 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. Services currently provided in the City for single-family residences include:

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

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

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

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

- Ongoing Utility bills for:
 1. Electricity for street lights
 2. Water for dedicated landscaped medians, parkways and/or roundabouts
- Repair and maintenance of public streets and infrastructure on as-needed basis and in accordance with established policies of the City
 1. Maintenance of roadways, street lights, signalization, signs, striping and markings
 2. Maintenance of dedicated landscaped medians, parkways and/or roundabouts
 3. Street sweeping of roadways
- Emergency pavement repair
- Ice and snow remediation on major thoroughfares

f. Maintenance of Parks, Playgrounds, and Swimming Pools. No public recreation facilities will be located within the annexation area however, the nearest public neighborhood park is located 807 feet from the annexed area.

g. 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).
- h. 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.
- i. 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.
- j. 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
- k. Planning and Zoning. The planning and zoning jurisdiction of the City will be extended to the annexed area on the effective date of annexation.
- l. Other Services. All other City Departments with jurisdiction in the area will provide services according to established City policies and procedures.

2. **Capital Improvements Program**

The City will initiate the construction of capital improvements necessary for providing municipal services for the annexation area as listed below. Any such construction or acquisition listed below shall begin within two years of the effective date of the annexation and shall be substantially completed within 10 years after that date. Construction of any capital improvement within the annexation area will be done accordance with the established policies of the City.

- a. Police Protection. No capital improvements are necessary to serve the annexed area.
- b. Fire Protection. No capital improvements are necessary to serve the annexed area.
- c. Solid Waste Collection. No capital improvements are necessary to serve the annexed area.
- d. Water and Wastewater Facilities. Water and wastewater service will be provided in accordance with the El Paso Water Utility's Rules and Regulations. Capital improvements will be initiated pursuant to the facilities plan for the annexed area. Water and Wastewater services to new subdivisions will be provided according to the standard policies and procedures of El Paso Water, which may require the developer of a new subdivision to install water and wastewater utility lines. The

extension of water and sewer service will be provided in accordance with the adopted Rules and Regulations of El Paso Water.

- e. Roads and Streets. No road or street related capital improvements are necessary at this time. In general, the City will acquire control and jurisdiction of all public roads and public streets within the annexation area upon annexation. Future extensions of roads or streets and future installation of related facilities, such as traffic control devices, will be governed by the City's standard policies and procedures.
- f. Parks, Playgrounds and Swimming Pools. No capital improvements are necessary to serve the annexed area.
- g. Drainage Facilities. No capital improvements are necessary to serve the annexed area
- h. Street Lighting. No capital improvements are necessary to serve the annexed area. 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.
- 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.
- k. Library Department. no capital improvements are necessary to provide City services.

MEMORANDUM

DATE: April 23, 2019

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

FROM: Karina Brasgalla, Senior Planner

SUBJECT: SUAX19-00001 Desert Sands Phase 3B Annexation Agreement

The proposed Desert Sands Phase 3B Annexation agreement was scheduled for the City Plan Commission (CPC) on April 4, 2018. The CPC recommended **approval** of the proposed annexation agreement.

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: EPT Desert Sands LLC

Attachments: CPC Staff Report

Desert Sands Phase 3B Annexation

City of El Paso — City Plan Commission — 4/4/2019

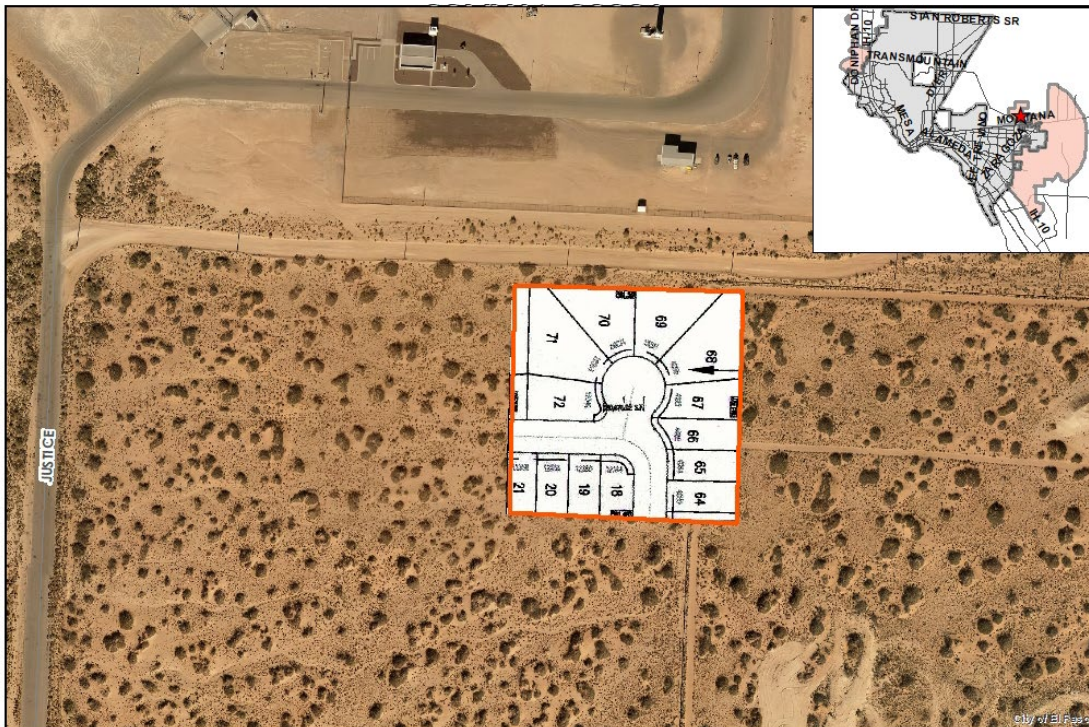
SUAX19-00001 — Annexation Agreement and Service Plan



STAFF CONTACT:	Karina Brascgalla, (915) 212-1604, BrascgallaKX@elpasotexas.gov
OWNER:	EPT Desert Sands, LLC.
REPRESENTATIVE:	SLI Engineering, Inc.
LOCATION:	North of Montana and West of Rich Beem; Adjacent to District 5
LEGAL DESCRIPTION:	A Portion of Section 28, Block 79, Township 2, Texas and Pacific Railway Company Surveys, El Paso County, Texas
ACREAGE:	3.00 acres
REQUEST:	Annexation for Residential Development
RELATED APPLICATIONS:	See Page 4
DCC RECOMMENDATION:	Approval

SUMMARY OF REQUEST: The applicant is requesting to annex approximately 3.00 acres of land located within the City of El Paso's Extraterritorial Jurisdiction (ETJ) to develop 13 single-family residential lots and the extension of a local street.

SUMMARY OF DCC RECOMMENDATION: The Development Coordinating Committee recommends **APPROVAL** of the Annexation Agreement and Service Plan (see Attachment 6). The subject property complies with the standards of the City's Annexation Policy.



Proposed Annexation Location

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.

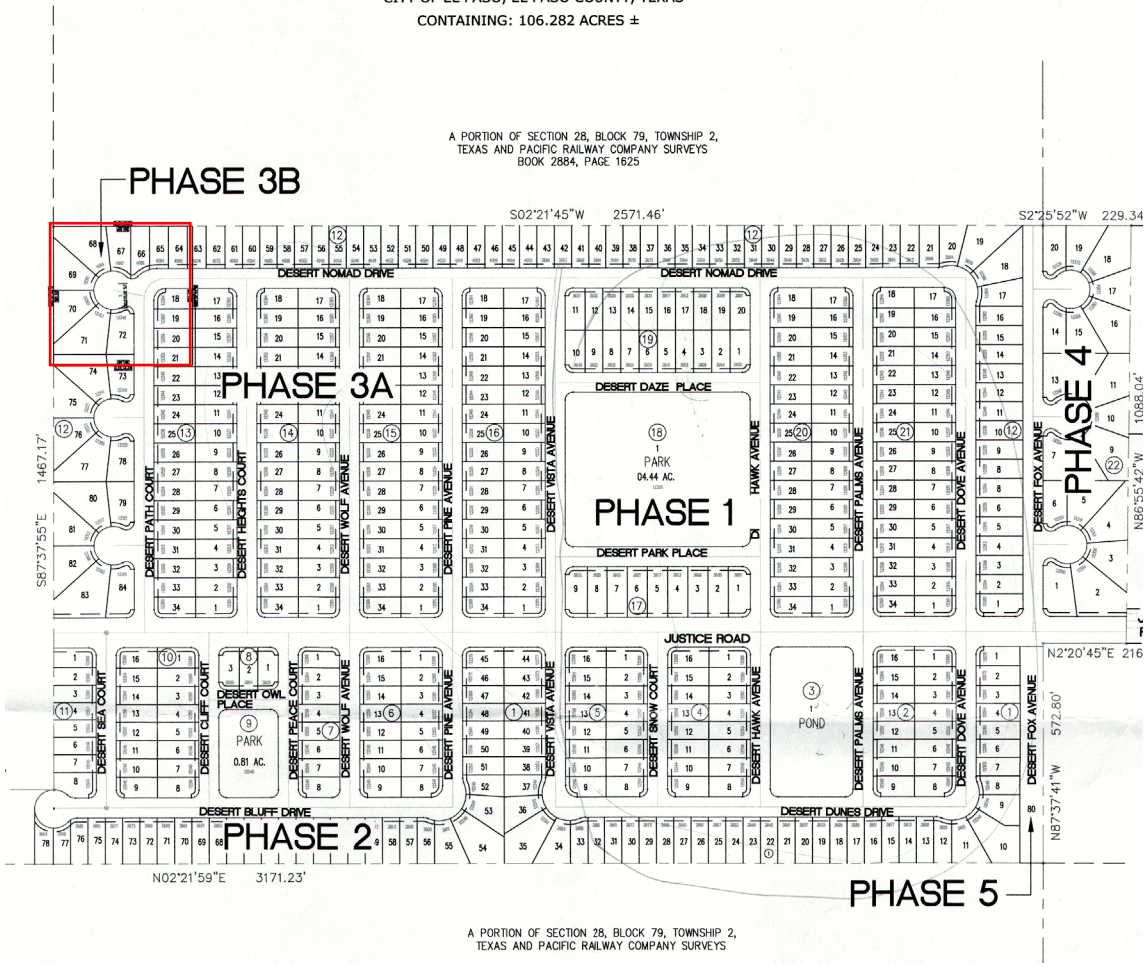
The applicant proposes to develop the property for predominantly residential uses upon annexation of the property. As is required, the applicant has submitted a generalized plot plan (Attachment 3) depicting a development consisting of 13 single-family residential lots and the extension of Desert Nomad Drive. The proposed annexation area will be incorporated into the current development plan for Desert Sands.

The Commission 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 upon the natural, social, and economic conditions, and property values, in the vicinity, and in the City as a whole?

DESERT SANDS

BEING A PORTION OF SECTIONS 28 AND 33, BLOCK 79,
TOWNSHIP 2, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS
CITY OF EL PASO, EL PASO COUNTY, TEXAS
CONTAINING: 106.282 ACRES ±



Conceptual Site Plan

CONSISTENCY WITH THE CITY'S COMPREHENSIVE PLAN

PLAN EL PASO GOALS & POLICIES	DOES IT COMPLY?
<p>G-2 — Traditional Neighborhood This sector includes the remainder of central El Paso as it existed through World War II. Blocks are small and usually have rear alleys; buildings directly faced streets; schools, parks, and small shops are integrated with residential areas. This sector is well-suited for use of the SmartCode as a replacement for current zoning when planned in conjunction with specific neighborhood plans or identified in this Comprehensive Plan.</p>	<p>The subject parcel is designated G-2 on the Future Land Use map. The proposed residential development is appropriate for this sector. The Desert Sands development is not within an area identified by Plan El Paso as suited for the use of SmartCode. However, the subject property will likely be rezoned to R-MU (Residential Mixed Use) to concur with the existing Desert Sands zoning. R-MU allows for higher density, compact development.</p>
<p>Policy 1.5.1: The City strongly recommends that further outward expansion take the form of complete new neighborhoods that have characteristics of El Paso's most revered older neighborhoods. This policy applies to future development in the O-6 "Potential Annexation" and O-7 "Urban Expansion" open-space sectors on the Future Land Use Map.</p>	<p>The City annexation policy requires review of properties being proposed for annexation against guidelines that are similar to this policy. See the analysis below.</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:

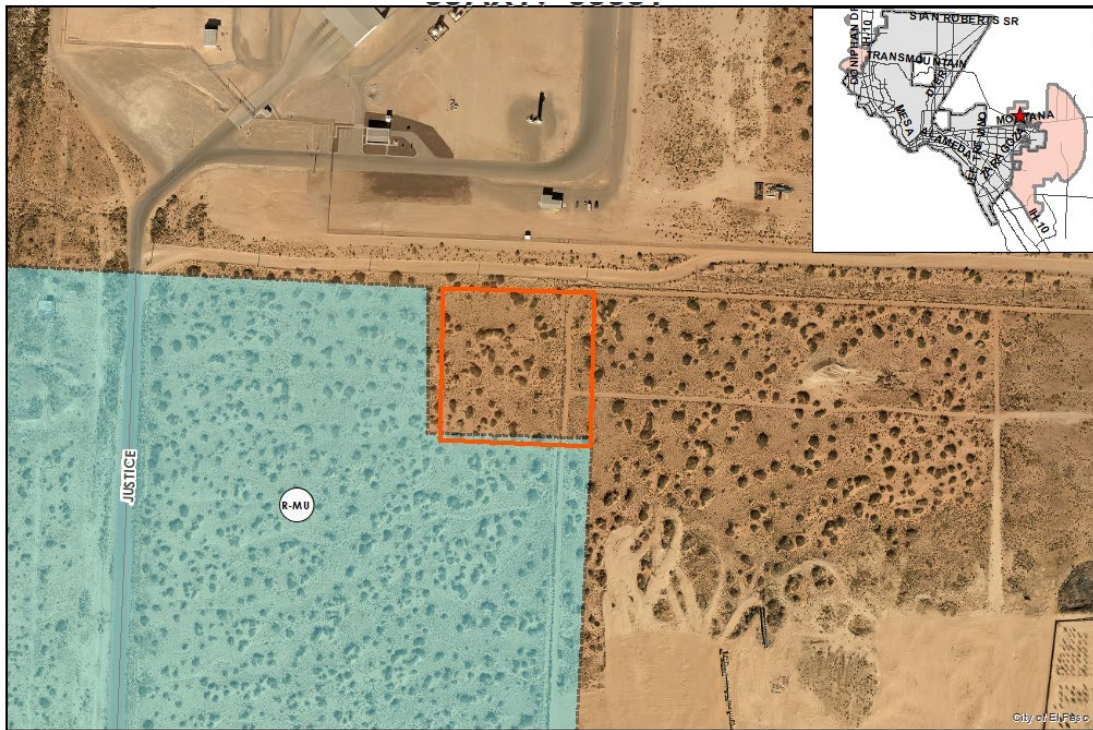
"The extent to which the general development plan incorporates Smart Growth principles, most essentially incorporating or promoting a mixture of land uses where appropriate, an interconnected network of streets, and transit alternatives to the automobile."

The Generalized Plot Plat provided by the applicant indicates the landowners' intent to develop the property as part of the Desert Sands residential development, including a mix of single-family, duplex, and quadruplex housing types. While this proposal does not provide a mixture of land uses, it is consistent with the development pattern present in the City immediately to the west of the subject property.

The plan does include a connection to the network of streets proposed for Desert Sands. These local streets will connect to the existing grid, including the extension of the north-south travelling Minor Arterial, Justice Road, as per the City's Major Thoroughfare Plan.

The only dedicated infrastructure for alternative transit options is proposed for Justice Road, which will include buffered bike lanes, as recommended on the City's Comprehensive Bike Plan.

NEIGHBORHOOD CHARACTER AND COMPATIBILITY: The area to the immediate west of the subject property was annexed in 2007, and is primarily developed for single-family detached residential lots, with neighborhood parks and drainage ponds interspersed. There is an elementary school (Purple Heart) located 2.59 miles away. The nearest existing park (Sgt. Jesus Roberto Vasquez USMC) is located 2.13 miles away. There are future parks planned for this development identified in the Desert Sands Master Zoning Plan.



Existing Zoning in the Surrounding Area

ADEQUACY OF PUBLIC FACILITIES AND SERVICES: The Service Plan (Attachment 6) details the services that will be provided to the subject property upon annexation. The applicant will need to coordinate with EPWater and other entities to set up service.

EFFECT UPON THE NATURAL ENVIRONMENT: Subject property does not involve environmentally sensitive land or arroyo disturbance.

COMMENT FROM THE PUBLIC: N/A

RELATED APPLICATIONS: Desert Sands Phase 1 was approved by CPC on July 18, 2018.

Prior to the commencement of development, the applicant must complete the following processes:

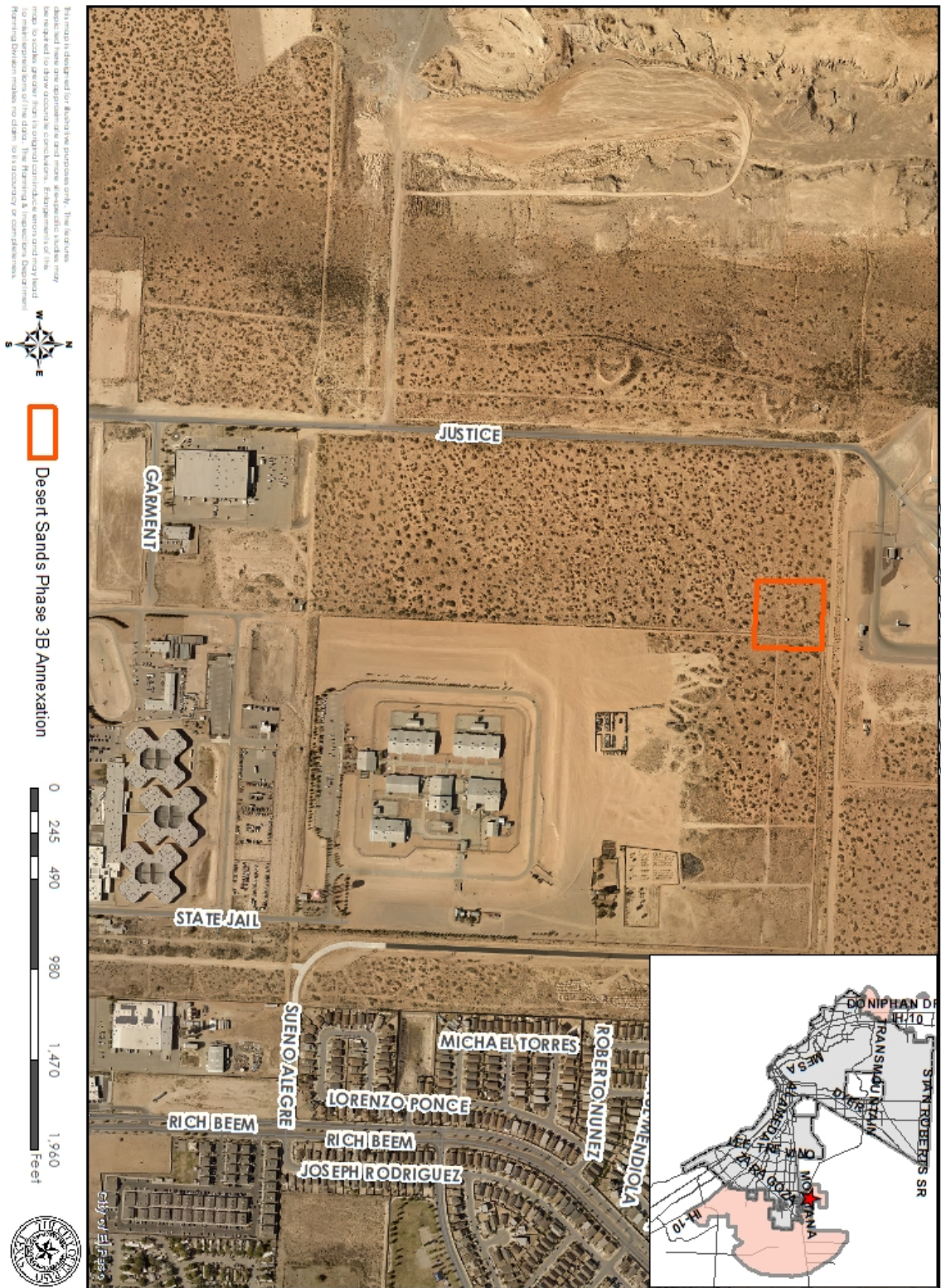
1. Subdivide the subject property
2. Rezone the subject property if district other than R-F is desired. It is anticipated that this area will be rezoned to R-MU.

ATTACHMENTS:

1. Location Map
2. Aerial Map
3. Generalized Plot Plan
4. Application
5. Department Comments
6. Annexation Agreement and Service Plan

ATTACHMENT 1

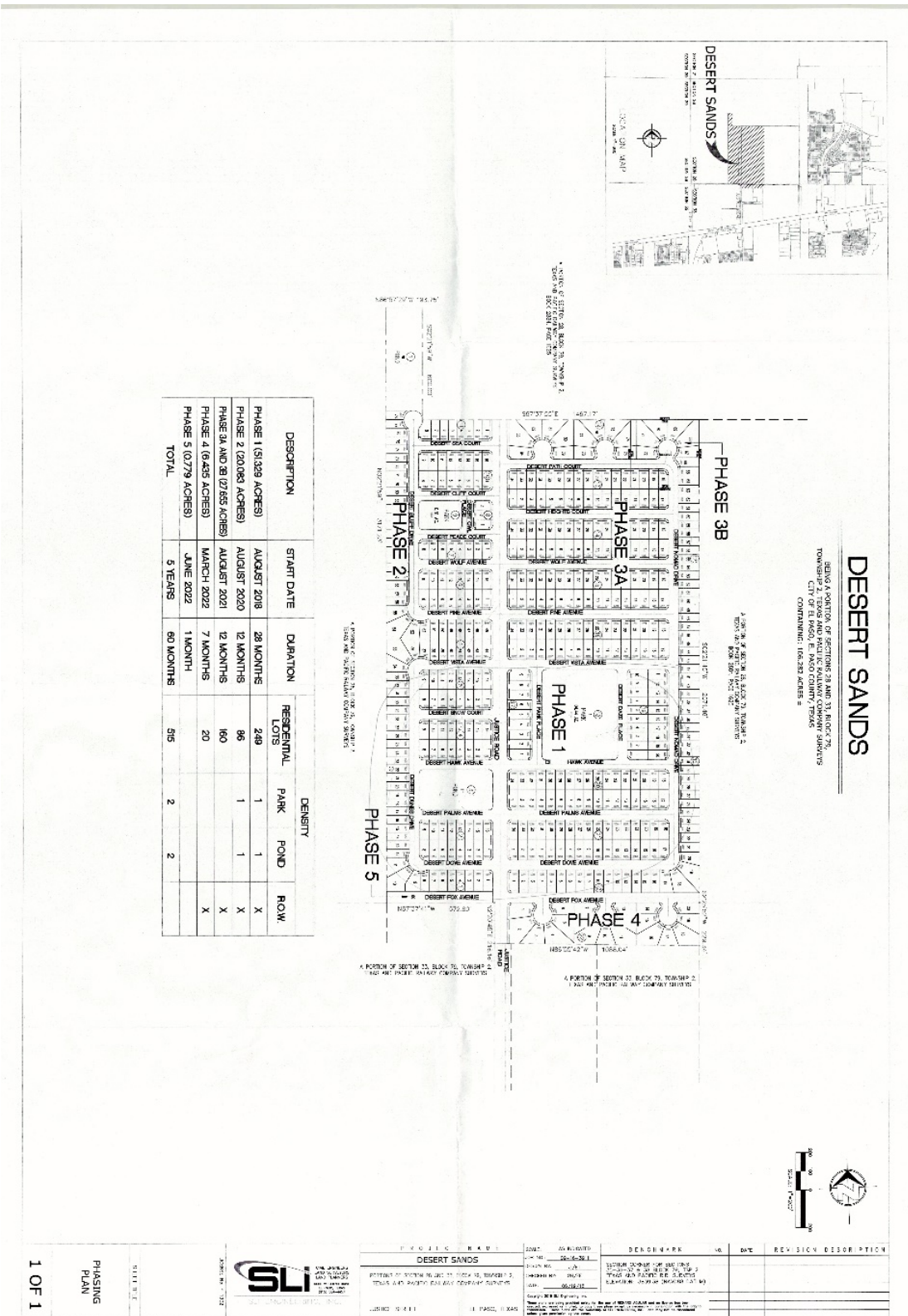
Location Map



SUAX19-00001

ATTACHMENT 3

Generalized Plot Plan



ATTACHMENT 4

Application



APPLICATION FOR ANNEXATION
PLANNING & INSPECTIONS
DEPARTMENT PLANNING DIVISION

City of El Paso, Texas
811 Texas Avenue
El Paso, TX 79901
915-212-0088

1. CONTACT INFORMATION

PROPERTY OWNER(S): eEPT DESERT SANDS LLC.
ADDRESS: 444 EXECUTIVE SUITE 238 ZIP CODE: 79912 PHONE: 915 838 8100
APPLICANT(S): SAME
ADDRESS: _____ ZIP CODE: _____ PHONE: _____
REPRESENTATIVE(S): SLI ENGINEERING, INC
ADDRESS: 6600 WESTWIND ZIP CODE: 79912 PHONE: 915 584 4457
E-MAIL ADDRESS: ghalloul@sl-engineering.com FAX: _____

2. PARCEL ONE INFORMATION

PROPERTY IDENTIFICATION NUMBER: _____
LEGAL DESCRIPTION: Portion of Block 79 TSP 2, Sec 28, T & P Survey
STREET ADDRESS OR LOCATION: _____ REP DISTRICT: _____
ACREAGE: _____ PRESENT ZONING: _____ PRESENT LAND USE: Vacant
PROPOSED ZONING: RMU PROPOSED LAND USE: residential

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: Richard Aguilar Signature: 
Printed Name: _____ Signature: _____
Printed Name: _____ Signature: _____

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

OFFICE USE ONLY		
Case# <u>SUAX19-00001</u>	RECEIVED DATE: ___/___/___	APPLICATION FEE: \$ <u>469.00</u>
DCC REVIEW DATE: ___/___/___ (9:00 am _____)		
CPC REVIEW DATE: ___/___/___ (1:30 pm _____)		
ACCEPTED BY: _____		

Revised 4/2014

ATTACHMENT 5

Department Comments

Planning & Inspections Department – Planning Division

Recommend approval.

Planning & Inspections Department – Land Development

No objections to proposed annexation agreement.

Sun Metro

Sun Metro does not oppose this request.

Texas Department of Transportation

TXDoT plan review and access review will be required once subdivision abutting state highway is ready for development.

El Paso Fire Department

No objection.

Capital Improvement Department – Parks

No comments received.

El Paso Water – Engineering

Water:

There is an existing 16-inch diameter water main that extends along a 20-foot PSB easement within the subject property. This water main extends in an east to west direction to Justice Drive and continues in a north to south direction, following the alignment of the future Justice Drive. Also, there is an existing 12-inch diameter water main along Justice Drive that connects to the 16-inch water main described above.

Sewer:

There is an existing 27-inch diameter sanitary sewer main that extends along Justice Drive and ends at the southern property line of the subject property. This main is available for main extensions.

General:

Service will be provided in accordance with the current EPWater – 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.

EPWater requires a new service application to provide service to the property. New service applications are available at 1154 Hawkins, 3rd floor and should be made 6 to 8 weeks in advance of construction to ensure water for construction work. A site plan, utility plan, grading and drainage plans,

landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWater – PSB Rules and Regulations. The applicant 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.

El Paso Water – Stormwater Engineering

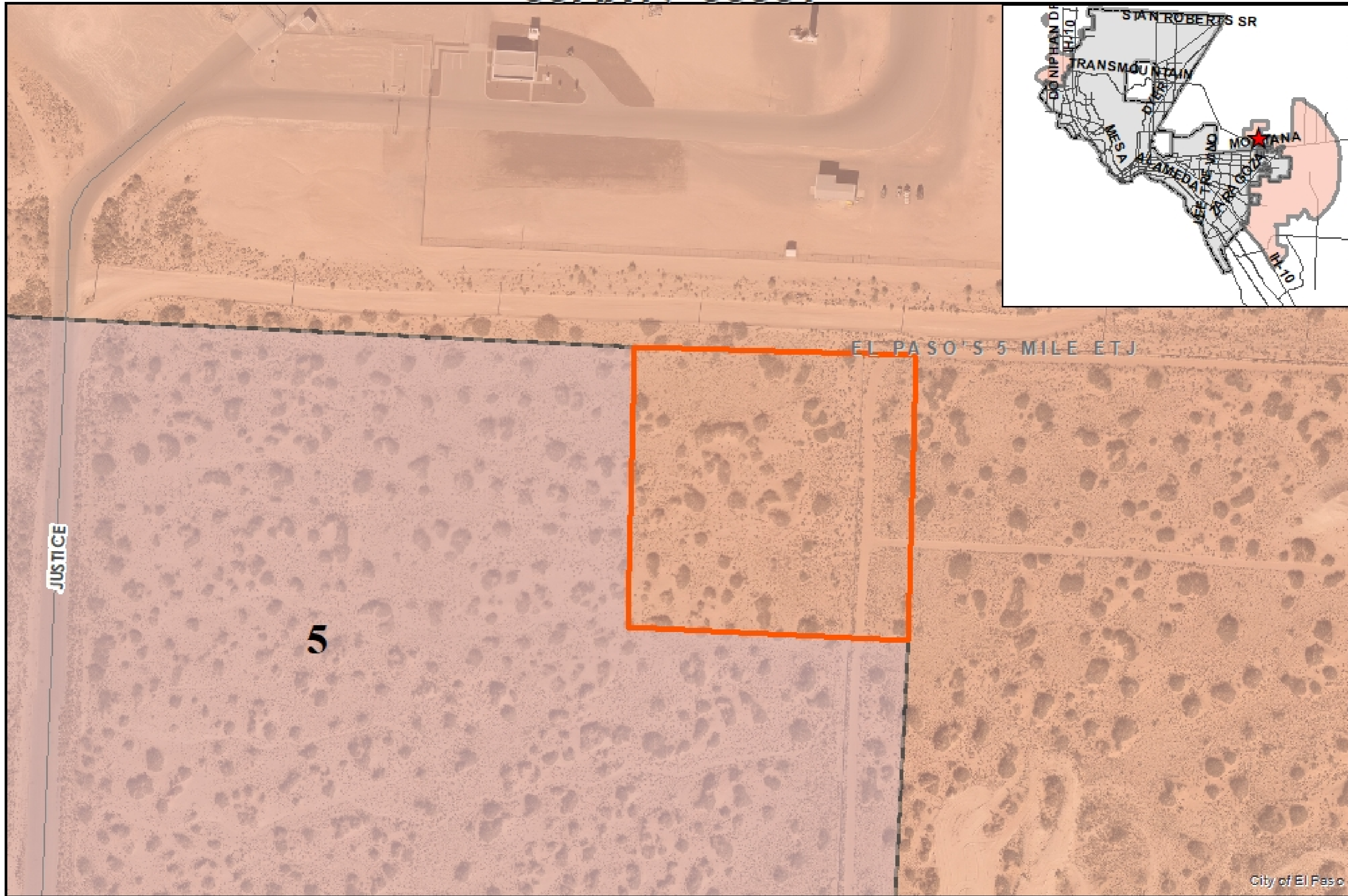
EPW - Stormwater Engineering has reviewed the Subdivision Improvement Plans for Desert Sands and which the City has approved. We have no objections to the proposed annexation of this parcel to the subdivision.

I T E M 4

ANNEXATION AGREEMENT & SERVICE PLAN



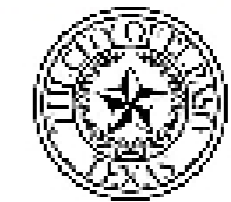
SUAX19-00001



This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.



 Desert Sands Phase 3B Annexation

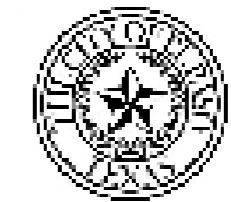


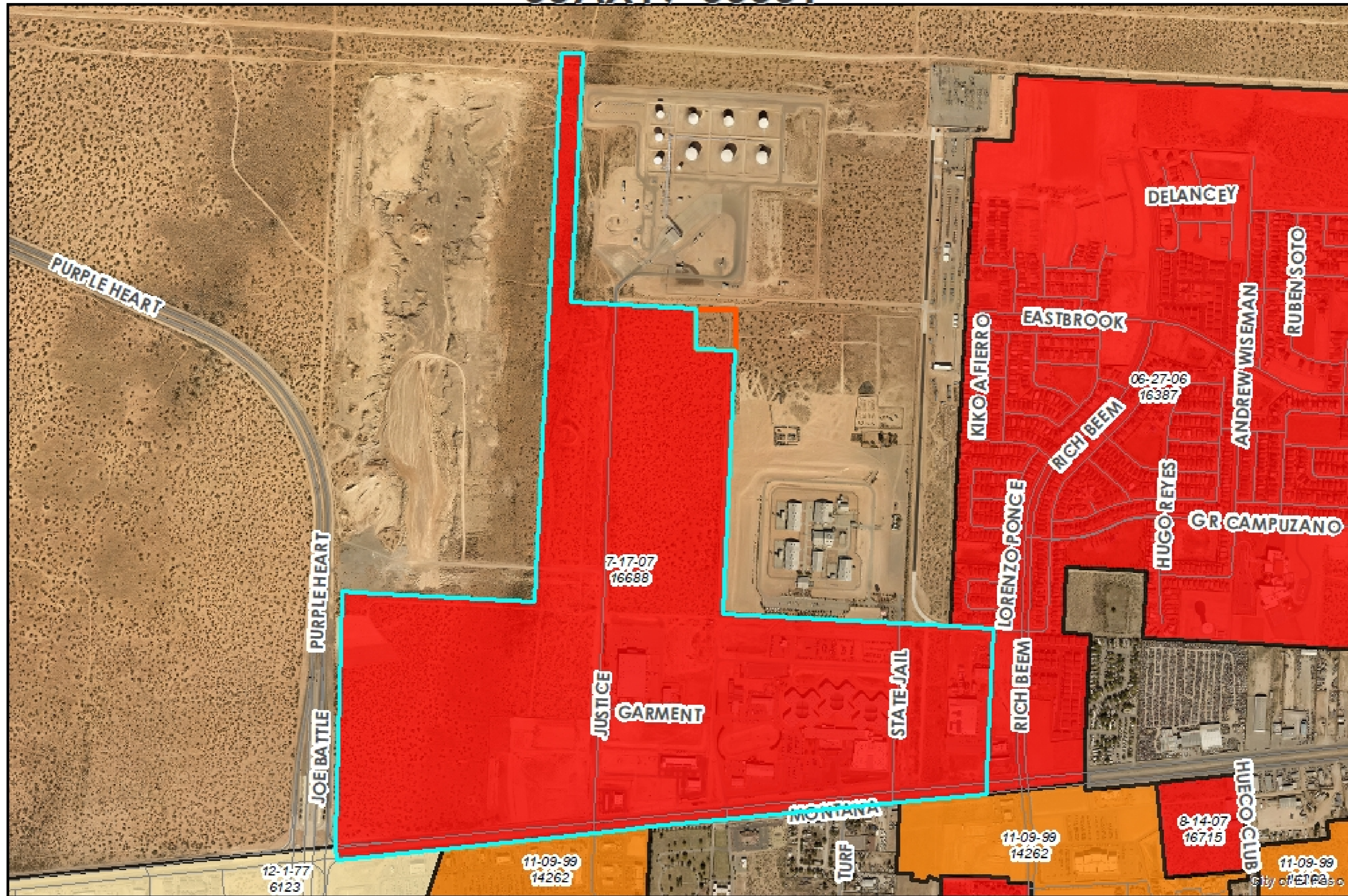


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 Desert Sands Phase 3B Annexation

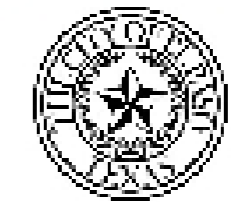




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 Desert Sands Phase 3B Annexation

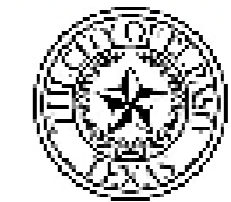
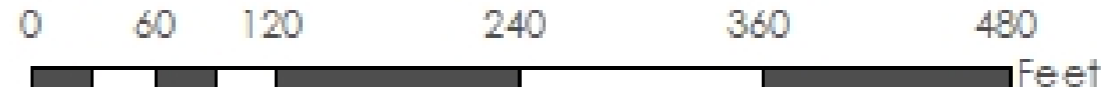




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 Desert Sands Phase 3B Annexation



Annexation Agreement - 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 be classified as R-F (Ranch and Farm). Following the annexation of the Property, the Owner may seek to re-zone the property in accordance with all requirements of the El Paso City Code and the Texas Local Government Code.
3. 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 Code.
4. 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.
5. An annexation fee of \$820 per dwelling unit shall be assessed at the time of plat recordation.

Service Plan – Schedule of Services

Immediate Services:

1. Police;
2. Fire;
3. Solid Waste Collection;
4. Maintenance of Water and Wastewater Facilities;
5. Maintenance of Roads and Streets, including Street Lighting;
6. Maintenance of Parks, Playgrounds, and Swimming Pools;
7. Drainage, including watershed development review and inspections;
8. Library Department
9. Planning and Inspections Department, including planning and zoning jurisdiction;
10. City-County Health Department

Recommendation | Public Input

9

DCC/Planning Recommendation:

Approval of the Annexation Agreement and Service Plan for Desert Sands Phase 3B

Public Input:

- N/A

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



THANK YOU

