



NOTICE OF WORK SESSION

In accordance with §38-431.01 of the Arizona Revised Statutes of the State of Arizona, notice is hereby given to the Members of City Council and to the general public that the Mayor and Council of the City of San Luis, Arizona, will hold a Work Session meeting at 6:30 p.m., Wednesday, July 19, 2017. The Work Session will take place at the City Council Chambers, located at 1090 E. Union Street, San Luis, Arizona, 85349. Everyone from the public is invited to attend the open meeting.

In accordance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, the City of San Luis does not discriminate on the basis of disability in the admission of or access to, or treatment of employment in its programs, activities, or services. For information regarding rights and provisions of the ADA or Section 504, or to request reasonable accommodations for participation in City programs, activities or services contact: ADA/Section 504 Coordinator, City of San Luis Human Resources Department, 1090 E. Union Street, San Luis, Arizona, 85349; (928) 341-8520.

Notice is hereby given that pursuant to A.R.S. §1-602.A.9, subject to certain specified statutory exceptions, parents have a right to consent before the State or any of its political subdivisions make a video or audio recording of a minor child. Meetings of the City Council are audio and/or video recorded, and, as a result, proceedings in which children are present may be subject to such recordings. Parents in order to exercise their rights may either file written consent with the City Clerk to such recordings, or take personal action to ensure that their child or children are not present when a recording may be made. If a child is present at the time a recording is made, the City will assume that the rights afforded parents pursuant to A.R.S. §1-602.A.9 have been waived.

THIS NOTICE IS GIVEN BY:

/s/ Sonia Cornelio, City Clerk

AVISO DE SESION DE TRABAJO

De acuerdo con los Estatutos del Estado de Arizona A.R.S. §38-431.01, se le informa a los miembros del Cabildo y al público en general que el Alcalde y el Cabildo, tendrán una Sesión de Trabajo a las 6:30 p.m., el día Miércoles, 19 de Julio del 2017. La junta se llevará a cabo en la Sala del Cabildo, ubicada en el 1090 E. Union Street, San Luis, Arizona, 85349. El público está cordialmente invitado a la junta.

De acuerdo con el Acta de Americanos con Discapacidades y la Sección 504 del Acta de Rehabilitación del 1973, la Ciudad de San Luis, Arizona no discrimina por causa de discapacidad la admisión y acceso a sus programas, actividades, servicios o en el trato en cuanto a empleo. Para más información referente a derechos y provisiones del Acta de Americanos con Discapacidades o Sección 504, o para solicitar adaptaciones que sean razonables para la participación en programas, actividades o servicios de la Ciudad, contactar al: Coordinador del Acta de Americanos con Discapacidades/Sección 504, Departamento de Recursos Humanos de la Ciudad de San Luis, Arizona, ubicado en el 1090 E. Union Street, San Luis, Arizona, 85349; (928) 341-8520.

Por medio de este aviso y de acuerdo con los Estatutos del Estado de Arizona A.R.S §1-602.A.9, sujeto a ciertas excepciones reglamentarias, los padres de familia tienen el derecho de dar el consentimiento ante el Estado o cualquiera de sus subdivisiones políticas para hacer una grabación de audio o video de su hijo menor de edad. Las juntas del Cabildo se graban en audio y/o video y como resultado, el hecho de que haya menores presentes puede ser sujeto a que sean grabados. Para que los padres de familia puedan ejercer sus derechos pueden dar el consentimiento por escrito con la Secretaria de la Ciudad a tal grabación, o tomar acción personal para asegurarse que su hijo menor no esté presente cuando la grabación se lleve a cabo. Si un menor de edad está presente en el momento de la grabación, la Ciudad asumirá que los padres de familia están cediendo los derechos sobre una posible grabación de acuerdo con los Estatutos del Estado de Arizona A.R.S. §1-602.A.9.

ESTE AVISO ES DADO POR:

/f/ Sonia Cornelio, Actuaría de la Ciudad



AGENDA
Work Session
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
San Luis, AZ 85349
July 19, 2017
6:30 p.m.

PLEASE TAKE NOTICE THAT MEMBERS OF THE CITY COUNCIL WILL ATTEND EITHER IN PERSON, TELEPHONE, OR VIDEO CONFERENCE COMMUNICATION; THE MAYOR OR ACTING MAYOR FOR THIS MEETING MAY CHANGE THE ORDER OF THE ITEMS.

- 1. CALL TO ORDER/ROLL CALL**
- 2. AGENDA ITEM(S):**
 - 2. A.** Discussion and possible directions to staff on any and all matters regarding the approval of six (6) months renewal agreement between the City of San Luis and Border Gym Fitness, L.L.C. **(Noel Chavez, Fire Fighter and Wellness Committee Member)**
 - 2. B.** Discussion and possible directions to staff on any and all matters regarding Subdivision Case No. 2017-0433F. A request by Nieves Riedel on behalf of R&G Associates, LLC, for the final plat approval for Santa Cecilia Subdivision. The property is located at the east side of Avenue F between Aracely Street and County 24th Street in San Luis, Arizona. **(Jose A. Guzman, Acting Planning and Zoning Director)**
 - 2. C.** Discussion on any and all matters regarding Text Amendment Case No. 2017-0339. A request by the City of San Luis for a text amendment to the San Luis City Code, Chapter 152 Zoning Regulations §152.262, Administration of Sign Regulations, §152.262(F) Variances to allow the use of a Conditional Use Permit in addition to the Variances to allow relief from design standards. **(Jose A. Guzman, Acting Planning and Zoning Director)**
- 3. DISCUSSION ITEM(S):**
 - 3. A.** Discussion and possible directions to staff on any and all matters regarding procedures for Model Homes. **(Jose A. Guzman, Acting Planning and Zoning Director)**
- 4. ADJOURNMENT**

IN THE EVENT A MAJORITY OF THE COUNCIL IS NOT PRESENT, AN INFORMAL WORK SESSION MAY BE HELD.



AGENDA ITEM REVIEW FORM

Work Session

2.A.

Meeting Date: 07/19/2017

Department Head: Olivia Jenkins, Human Resources Director, Human Resources Department

Submitted By: Olivia Jenkins, Human Resources Director, Human Resources Department

Action Requested: Discussion Item - No Action to be Taken

ITEM:

Discussion and possible directions to staff on any and all matters regarding the approval of six (6) months renewal agreement between the City of San Luis and Border Gym Fitness, L.L.C. **(Noel Chavez, Fire Fighter and Wellness Committee Member)**

SUMMARY:

The Wellness Committee met to discuss employees gym services and are recommending that the agreement between the City of San Luis and Border Gym Fitness, L.L.C. be renewed for a period of six (6) months, as stipulated in the attached contract. Renewal includes reduction in membership cost, as well as in the administrative fee, offering the city a savings in costs from previous year. In addition, Wellness Committee members have made a couple of requests from Border Gym Fitness in order to improve customer (employees using facility) satisfaction. Committee will meet before the six months to determine and recommend whether to continue using Border Gym Fitness facility for the remainder of the year.

Gym membership benefit for city employees is part of the City's Wellness Program to provide options and encouraging employees to become physically active in a non-work related environment, adopt and maintain healthy habits. Employee enrollment is limited to 50 employees per month and in the last 12 months the average enrollment number has been approximately 45.

RECOMMENDATION / SUGGESTED MOTION:

Discussion and possible directions to staff only, no action.

Supporting information not attached to the Agenda Item Review Form:

N/A

Document to be Recorded?: No

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	YES
CITY/STATE/FEDERAL FUNDS:	CITY
TOTAL:	\$6,850.00
BUDGETED AMOUNT:	\$16,000.00
AVAILABLE AMOUNT TO TRANSFER:	N/A

ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: Special Services, GL
100-125-80005, \$64,370.00

FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):

N/A

Attachments

- Gym Contract
 - Exhibit A
 - Enrollment Agreement
 - Gym Membership Roster FY 16-17
-

AGREEMENT

This Agreement is made this _____ day of _____, 2017, between the

- City of San Luis of P.O. Box 1170, San Luis, Arizona, 85349 (“City”) and
- Border Gym Fitness, L.L.C., of P.O. Box 5107, 1938 E. Juan Sanchez Blvd, Suite 1, San Luis, Arizona, 85349 (“Contractor”).

A. City is desirous of obtaining wellness health services.

B. Contractor agrees to perform these services for City under the terms and conditions set forth in this Agreement.

In consideration of the matters described above, and of the mutual benefits and obligations set forth in this agreement, the City and Contractor agree as follows:

SECTION ONE DESCRIPTION OF WORK

A. Gym Membership

The purpose of the Wellness Program shall be to help improve overall fitness of employees of the City by providing gym membership with the Contractor for up to 50 City employees. Gym membership includes services as well as access to facilities and equipment as more fully described in Exhibit A, which is incorporated into this agreement by this reference. Contractor reserves the right to cancel any classes offered during the term of this Agreement without advance notice. Contractor will not be responsible for providing audio equipment or any other special accommodations necessary for fitness activity participants, including but not limited to seating and water.

B. Equipment

Exercise equipment shall be in good working condition so that it may be operated safely and for the exercises for which the equipment was intended. For any equipment which is not in good working order as just described here, the Contractor shall restore it to good working order or replace it within twenty-one (21) days from the day the it is no longer in good working condition.

C. Invoicing

Contractor shall e-mail to the City every first Monday of every month its invoice for the previous month.

D. Reporting

Contractor shall report every month to the City the attendance of City employees enrolled in the City’s Gym Membership Benefit.

SECTION
TWO
PAYMENT

City will pay Contractor \$22.00 per month per the number of City employees who are enrolled in the Gym Membership Benefit who use the services of the Contractor during that month for up to 50 employees during the term of this Agreement. Payment will be made on or before the 15th day of each month either by check or direct deposit to Contractor.

In addition upon execution of this Contract, City will pay Contractor \$250.00 in advance for its administrative costs.

SECTION
THREE
RELATIONSHIP OF PARTIES

The parties intend that an independent contractor relationship will be created by this Agreement. City is interested only in the results to be achieved and not the manner and means of achieving it. The conduct and control of the work will lie solely with Contractor. Contractor is not to be considered an agent or employee of City for any purpose. The employees of Contractor are not to be considered agents or employees of the City. It is understood that City does not agree to use Contractor exclusively. It is further understood that Contractor is free to contract to provide similar services for others while under this Agreement with City.

SECTION
FOUR
LIABILITY

The work to be performed under this Agreement will be performed entirely at Contractor's risk, and Contractor assumes all responsibility for the condition of the premises and equipment used in the performance of this Agreement. Contractor will carry, for the duration of this Agreement, public liability insurance in an amount acceptable to City. Contractor agrees to indemnify City for any and all liability or loss arising in any way out of the performance of this Agreement.

SECTION
FIVE
EQUIPMENT

Contractor shall supply all equipment and supplies needed to perform this agreement without additional charge.

SECTION
SIX
DURATION

This Agreement shall begin on July 1, 2017 and terminate on December 31, 2017. Either party may cancel this Agreement on ten (10) days written notice; otherwise, the Agreement shall remain in force for its term. In the event of cancellation, no further monies will be owed by City to Contractor. Termination of any individual City Employee from City's Gym Benefit is determined by the Enrollment Agreement Exhibit B, which is incorporated into this agreement by this reference.

SECTION
SEVEN
MISCELLANEOUS

A. Notices. All notices, approvals and communications provided for herein, or given in connection herewith, shall be validly given, made, delivered or served if in writing and delivered personally by process server or sent by a nationally recognized courier (e.g., Federal Express, Airborne, UPS) or by United States Postal Service certified with return receipt requested and postage prepaid to:

If to the CITY: City Manager
 City of San Luis
 P.O. Box 1170 (by United States Postal Service)
 1090 East Union Street (by personal process or courier)
 San Luis, Arizona 85349

With a copy to: San Luis City Attorney
 The City of San Luis
 P.O. Box 1170
 San Luis, AZ 85349

If to the CONTRACOR Owner
 P.O. Box 5107 (by United States Postal Service)
 1938 E. Juan Sanchez Blvd.
 Suite 1 (by personal process or courier)
 San Luis, Arizona, 85349

or such other addresses as either party may from time to time designate in writing and deliver in a like manner. Any such change of address notice shall be given at least ten (10) days before the date on which the change is to become effective. Notices, approvals, changes of addresses and other communications provided for herein shall be effective upon receipt as hereinabove provided, prepaid and addressed as set forth above.

B. Waiver

No delay in exercising any right or remedy shall constitute a waiver thereof. The failure of either party to insist on the performance of any of the terms of this Agreement, or the waiver of any breach of any of the terms of this Agreement, shall not be construed as subsequently waiving any such terms, or any others, but the terms shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

C. Attorneys' Fees

In the event any party finds it necessary to bring any action at law or other proceeding, including arbitration, against the other party to enforce any of the terms, covenants or conditions hereof, or by reason of any breach or default hereunder, the party prevailing in any such action or other proceeding shall be paid all reasonable costs and reasonable attorneys' fees by the other party, and in the event any judgment is secured by said prevailing party, all such costs and attorneys' fees shall be included therein, such fees to be set by the court and not by jury.

C. Counterparts

This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signature of all parties may be physically attached to a single document.

D. Headings

The descriptive headings of the paragraphs of this agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

F. Time of the Essence

Time is of the essence of this Agreement.

G. No Partnership and Third Parties

It is not intended by this agreement to, and nothing contained in this agreement shall, create any partnership, joint venture or other similar arrangement between Contractor or City. No term or provision of this agreement is intended to, or shall, be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

H. Entire Agreement

This agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are hereby superseded and merged herein.

I. Amendment

No change or additions are to be made to this agreement except by a written amendment executed by the parties hereto.

J. Governing Law

This agreement is entered into in Arizona and shall be construed and interpreted under the laws of the State of Arizona.

K. Arizona Laws

- (1) Contractor certifies that it does not participate in, and agrees not to participate in during the term of the contract a boycott of Israel in accordance with A.R.S. §35-393.01. I understand that my entire response will become public record in accordance with A.A.C. R2-7-C317,
- (2) Contractor certifies that pursuant to A.R.S. §41-4401(A), the undersigned is authorized to and does warrant its compliance with all federal immigration laws and regulations that relate to its employees and its compliance with A.R.S. § 23-214, subsection A, e-verify. A breach by the undersigned or his/her employer of this warranty shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract. The City retains the legal right to inspect the papers of any contractor or subcontractor employee who works under this Agreement to ensure that the undersigned, his/her employer or the employer's subcontractor or subcontractors are complying with this warranty.
- (3) **Notice of A.R. S. §38-511: Conflict of Interest.** Pursuant to Arizona law, rules and regulations, no member, official or employee of the City shall have any personal interest, direct or indirect in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested. This agreement is subject to the provisions of A.R.S. §38-511.

L. Venue

Any legal action relating to this agreement shall be brought in either court of competent jurisdiction in Yuma County, Arizona or in the United States District Court for the District of Arizona at the election of the plaintiff in such legal action, provided, however, that nothing in this paragraph will be deemed to have authorized the bringing of any legal action in a court which does not otherwise have jurisdiction to adjudicate the legal action.

M. Severability

Every provision of this agreement is, and will be construed to be, a separate and independent covenant. If any provision of this agreement or the application of the same is, to any extent, found to be invalid or unenforceable, then the remainder of this agreement or the application of that provision to circumstances other than those to which it is invalid or unenforceable, will not be affected by that invalidity or unenforceability, and each provision of this agreement will be valid and will be enforced

to the extent permitted by the law, and the parties will negotiate in good faith for such amendments of this agreement which may be necessary to achieve its intent, notwithstanding such invalidity or unenforceability.

N. No Personal Liability

No member, official or employee of the City shall be personally liable to Contractor, or any successor or assignee, (a) in the event of any default or breach by the City, (b) for any amount which may become due to the Contractor or its successor or assign, or (c) pursuant to any obligation of the City under the terms of this Agreement.

O. Business License

Contractor shall obtain and maintain during the term of this Agreement a City business license.

The parties have executed this agreement on the day and year first above written.

BORDER GYM FITNESS, L.L.C.

by _____
Luis Chang, Owner

CITY OF SAN LUIS

by _____
Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

Exhibit A

Border Gym Fitness L.L.C Gym Membership for up to 50 City of San Luis Employees

Locations:

1938 Juan Sanchez Blvd Suite 1 & 2
San Luis, Arizona

240 W. Main St.
Somerton, Arizona

Access and Services:

Access to open gym and exercise equipment 24 hours per day, 7 days per week at both locations;

Classes at both locations (Zumba, Yoga, Spinning, Cross-Training and Cardio Boxing, all of which are subject to change or cancellation without notice);

Three (3) scheduled free orientations with a trainer which includes instruction on how to use each of our machines;

30-minute circuit;

Kids-care area Monday through Thursday from 6 p.m. to 8 p.m. ; and

Kids-rest area in Somerton.

Employee's Agreement for Gym Membership Benefit July- December 2017**Acuerdo del Empleado(a) Para Beneficio de membresía de Gimnasio –Julio –Diciembre 2017****Purpose / Propósito**

For the purpose of promoting a healthy workforce, the City of San Luis, Arizona (further referred to as "City") wishes to provide voluntary gym membership free of charge to its full-time, non-temporary, non-seasonal employees.

Con el propósito de promover una fuerza laboral saludable, la Ciudad de San Luis, Arizona (de aquí en adelante referida como "Ciudad") desea proveer, a los empleados que así lo deseen, una membresía libre de costo a los empleados de tiempo completo, pero no a empleados temporales ni estacionales.

Agreement / Acuerdo

By signing below, I verify, understand and agree that:

Al firmar, verifico, entiendo y estoy de acuerdo que:

1. I am a full-time, non-temporary, non-seasonal employee of the City of San Luis, Arizona.
Soy empleado(a) de tiempo completo, no temporal ni estacional de la Ciudad de San Luis, Arizona.
2. This gym membership is voluntary and is offered for my personal benefit and it is not related to my work duties or functions.
Esta membresía del gimnasio es voluntaria y se ofrece para mi beneficio personal y no tiene relación alguna con mis funciones o deberes laborales.
3. If I am injured in the scope of using this Gym benefit, I understand I am not covered by City of San Luis workers' compensation insurance benefit.
En caso de lesión en uso del beneficio del gimnasio, entiendo que el beneficio que ofrece la Ciudad de San Luis de compensación al trabajador no será disponible.
4. Gym membership is offered through Border Gym Fitness which has facilities in Somerton and San Luis, Arizona.
La membresía del gimnasio es ofrecida a través de Border Gym Fitness, el cual tiene instalaciones en Somerton y San Luis, Arizona.
5. Border Gym Fitness is a third-party, independent contractor and it is not to be considered an agent, representative, or employee of the City for any purpose.
Border Gym Fitness es un contratista tercero e independiente y no debe ser considerado un agente, representante, o empleado de la Ciudad.
6. The City assumes no responsibility for the premises, equipment, or employees of Border Gym Fitness for any reason or purpose, whatsoever.
La Ciudad no asume ninguna responsabilidad por las instalaciones, el equipo, o empleados de Border Gym Fitness por cualquier motivo o finalidad, en absoluto.
7. Border Gym Fitness might cancel any classes offered during the term of the membership without advanced notice.
Border Gym Fitness reserva el derecho de cancelar cualquiera de las clases que ofrezca durante el término de la membresía sin previa notificación previo aviso.
8. I agree to attend Border Gym Fitness at least 8 times per calendar month unless my absence is excused through the Human Resources Department of the City (HR).
Me comprometo asistir a Border Gym Fitness por lo menos 8 veces por mes, a menos de que mi ausencia sea justificada por el Departamento de Recursos Humanos de la Ciudad (referido de aquí en adelante como "HR").
9. I understand that if I fail to attend Border Gym Fitness at least 8 times in one calendar month without an excuse accepted by HR then I will be suspended from the program the next calendar month. After the month of suspension, I may apply for the Gym Benefit.
Entiendo que si no cumplo con mi asistencia a Border Gym Fitness por lo menos 8 veces en un mes sin una razón que haya sido justificada por HR, seré suspendido del programa por un mes. Al cumplir con el mes de suspensión, puedo solicitar por el beneficio del Gimnasio.

10. I understand that HR has the sole reasonable discretion to excuse my non-attendance at Border Gym Fitness.
Entiendo que HR usará una discreción razonable para justificar mi falta de asistencia a Border Gym Fitness.
11. I understand that the City cannot exceed 50 memberships per month by contract with Border Gym Fitness. I understand that HR must take into consideration this limit on membership when deciding whether to excuse non-attendance.
Entiendo que la Ciudad de San Luis no puede exceder el límite de 50 membresías por mes especulado en el contrato con Border Gym Fitness. Entiendo que HR debe tener en cuenta este límite de membresías a la hora de decidir si se debe excusar la falta de asistencia.
12. I understand that HR has the sole reasonable discretion to permanently terminate my gym benefit or require me to reimburse the City for the cost of my benefit if I am not using my gym benefit to participate in fitness activities.
Entiendo que HR es la única entidad que tiene poder de decidir terminación de mi beneficio de gimnasio. Entiendo que HR usará discreción razonable sobre la cancelación permanente del uso del beneficio o exigirme que reembolse a la ciudad por el costo del beneficio de gimnasio si no participo en actividades de acondicionamiento físico.
13. I agree that I must contact HR immediately to request to be excused from attendance. If I do not contact HR immediately, HR will not consider my request after the first business day of the following month of my absence. (For example: if an employee couldn't go to the gym at least 8 times in July 2017 because the employee was sick, the employee must contact HR to be excused, no later than Monday, August 3, 2017.)
Estoy de acuerdo en comunicarme con HR inmediatamente para solicitar una justificación por cualquier ausencia. Si no me comunico con HR inmediatamente, HR no considerará mi solicitud después del primer día de labores del mes siguiente de mi ausencia. (Por ejemplo: si un empleado(a) no puede ir al gimnasio por lo menos 8 veces en Julio del 2016 porque el empleado(a) estaba enfermo(a), el empleado(a) deberá de comunicarse con HR para solicitar un justificante que no pase del Lunes 3 de Agosto del 2016.)
14. My free membership benefit through Border Gym Fitness continues until December 31, 2017 unless it is terminated sooner because I am no longer employed through the City of San Luis, or I failed to follow the rules of Border Gym Fitness, or I failed to attend *Border Gym Fitness* at least 8 times per month without an excuse accepted by HR.
Mi beneficio de membresía gratuita a través de Border Gym Fitness continuará hasta el 30 de Junio del 2017, a menos de que sea terminada antes porque ya no estoy empleado(a) por la Ciudad de San Luis, o porque no seguí las reglas de Border Gym Fitness, o dejé de ir al Border Gym Fitness por lo menos 8 veces al mes sin justificación alguna que no haya sido aprobada por HR.

Employee Signature / ***Firma De Empleado(a)***

Date/***Fecha***

Print Employee Name / ***Nombre De Empleado(a) Por Escrito***

Gym Membership Roster FY 16-17

Thursday, July 06, 2017 10:01 AM

Olivia Jenkins

From: Kassandra Ramirez
Sent: Thursday, July 06, 2017 9:38 AM
To: Olivia Jenkins
Subject: 2016-2017 Fiscal Year Gym Membership Registrations

Ms. Oly

Per your request below please find the chart of employees registered per month for fiscal year 2016-2017

BORDER GYM FITNESS 2016-2017 REGISTRATIONS	Total
Jul-16	40
Aug-16	42
Sep-16	50
Oct-16	48
Nov-16	49
Dec-16	50
Jan-17	50
Feb-17	44
Mar-17	43
Apr-17	38
May-17	47
Jun-17	41
Average per month 45	

Kassandra Ramirez

HR Technician |City of San Luis HR Department
1090 E. Union St. | P.O. Box 1170 | San Luis, AZ 85349
P: (928) 341-8579 | F: (928) 722-6773 |E: kramirez@cityofsanluis.org



Confidentiality Note: This e-mail, and any attachment to it, contains privileged and confidential information intended only for the use of the individual(s) or entity named on the e-mail. If the reader of this e-mail is not the intended recipient, or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that reading it is strictly prohibited. If you have received this e-mail in error, please immediately return it to the sender and delete it from your system. Thank you.



AGENDA ITEM REVIEW FORM

Work Session

2.B.

Meeting Date: 07/19/2017

Department Head: Jose A. Guzman, Acting Planning & Zoning Director, Planning & Zoning Department

Submitted By: Jose A. Guzman, Acting Planning & Zoning Director, Planning & Zoning Department

Action Requested: Discussion Item - No Action to be Taken

ITEM:

Discussion and possible directions to staff on any and all matters regarding Subdivision Case No. 2017-0433F. A request by Nieves Riedel on behalf of R&G Associates, LLC, for the final plat approval for Santa Cecilia Subdivision. The property is located at the east side of Avenue F between Aracely Street and County 24th Street in San Luis, Arizona. **(Jose A. Guzman, Acting Planning and Zoning Director)**

SUMMARY:

The subject property is located in the east mesa of the City of San Luis; east side of Avenue F between Aracely Street and County 24th Street, Assessor's Parcel No. 227-10-010. Bienestar 9A single family residential subdivision is located north of the proposed rezoning. To the west, across Avenue F, is also developed as a single family residential subdivision; Bienestar 9B. The south and east properties adjacent to the project are undeveloped land. All the surrounding properties mentioned are zoned as Medium-High Density Residential (R-2).

ANALYSIS:

As an effort to alleviate the demand for bigger houses the City Council approved Ordinance No. 347, an ordinance to set up the minimum lot size to 6,000 square feet. After this ordinance was adopted single detached dwellings are no longer allowed in Medium-High Density Residential (R-2) zoning district. This property was rezoned from Medium-High Density Residential (R-2) to Medium Density Residential (R1-6) in order to allow the construction of the proposed subdivision (Rezoning Case No. 2017-073). The proposed subdivision will consist of 163 lots ranging in size from 6,000 sq. ft. to 10,695.72 sq. ft. It will be a total of 34.63 acres.

GENERAL PLAN:

This area is designated as Neighborhood in the City of San Luis' 2020 General Plan. The activities proposed will be consistent with that designation (Chapter 2, Page 19-20). The Neighborhood Land Use designation allows all types of residential development.

REVIEW(S):

As part of the review process, all land use cases are reviewed by various City and outside agencies. We have received comments from the following agencies:

1. Yuma County Airport Authority (6-28-17)
2. City of San Luis Economic Development Department (6-29-17)

PLANNING AND ZONING COMMISSION MEETING:

This item was presented to the Planning and Zoning Commission at their regular meeting held on July 11, 2017. The Commission recommended approval of the request with the condition that the applicant

addresses the comments letter from staff, which is attached to this Agenda Item.

RECOMMENDATION / SUGGESTED MOTION:

Discussion and possible directions to staff only, no action.

Supporting information not attached to the Agenda Item Review Form:

N/A

Document to be Recorded?: No

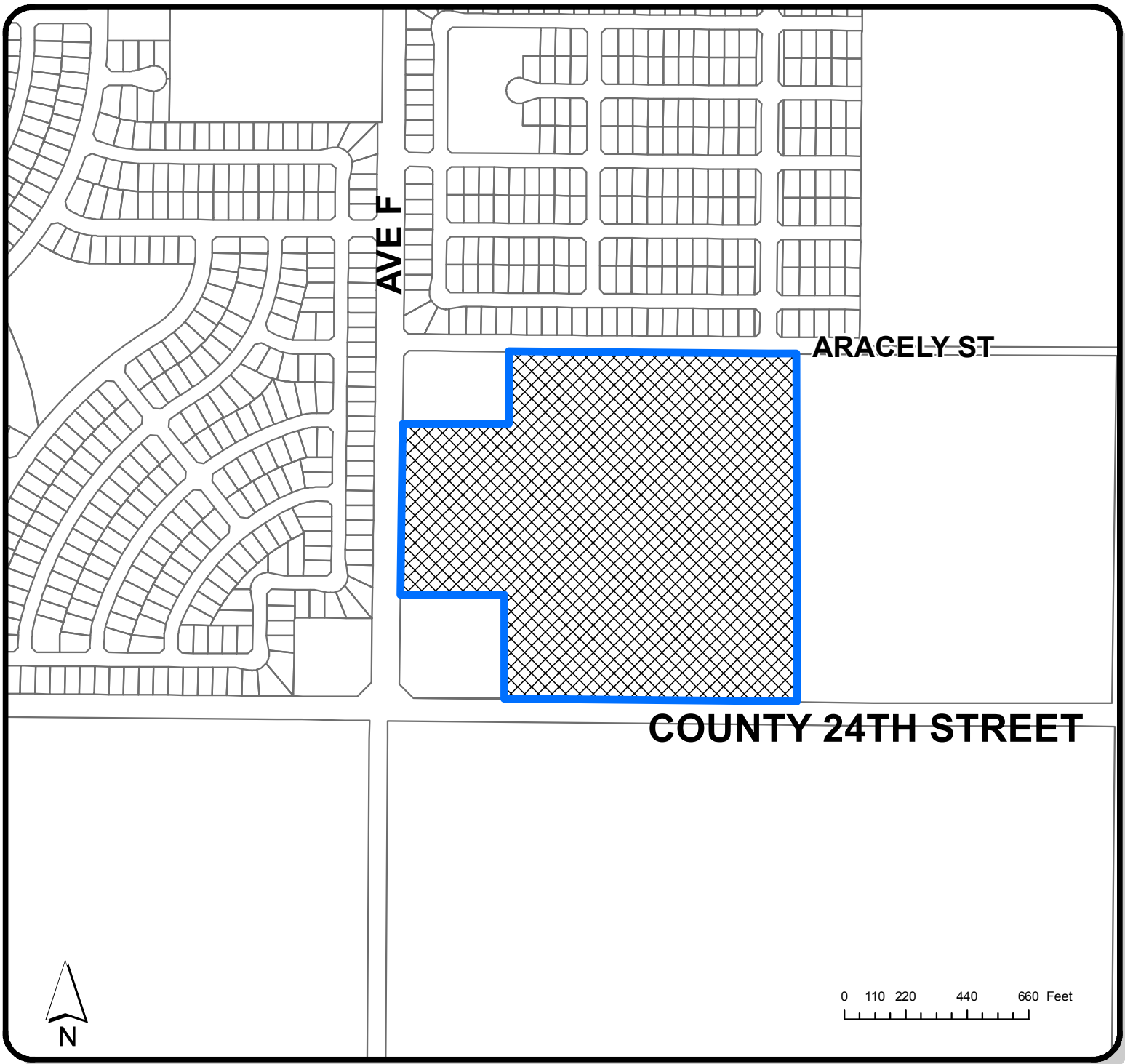
N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: N/A
CITY/STATE/FEDERAL FUNDS: N/A
TOTAL: N/A
BUDGETED AMOUNT: N/A
AVAILABLE AMOUNT TO TRANSFER: N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: N/A
FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):
N/A

Attachments

Location Map
Final Plat
Picture of Location
Letter from staff (7-11-12)
Yuma County Airport Authority Comments (6-28-17)
City of San Luis Community Development Department Comments (6-29-17)



Location Map

SUBDIVISION

LOCATION OF SUBJECT PROPERTY



Santa Cecilia Subdivision Parcel: 227-10-010

Lot 1A, Border Ranches Lot Split, according to Book 28 of plats, pages 80 and 81, records of Yuma, County; Arizona

Date: 5/23/2017

Checked By:
ROMAN PACHECO



Prepared By:
IG

APPROVED BY:
JOSE A. GUZMAN

Case No.
2017-0433F

SANTA CECILIA SUBDIVISION

GENERAL NOTES

- STANDARDS AND SPECIFICATIONS**
ALL CONSTRUCTION IS TO BE IN ACCORDANCE WITH CITY OF SAN LUIS STANDARDS, INCLUDING THE ADOPTED CITY OF YUMA CONSTRUCTION STANDARD DETAIL DRAWINGS, THE MAG UNIFORM STANDARD SPECIFICATIONS AND THE CITY OF SAN LUIS SUPPLEMENT TO THE CITY OF YUMA STANDARDS AND THE MAC SPECIFICATION, UNLESS OTHERWISE SPECIFICALLY NOTED ON THESE PLANS.
- UTILITIES**
IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT THE BLUE STAKE CENTER AT 1-800-STAKE-IT TO EXACTLY LOCATE THE UNDERGROUND UTILITIES WITHIN THE CONSTRUCTION AREA TWO WORKING DAYS BEFORE ANY EXCAVATION BEGINS, OR THE INCLUSION OF UTILITY LOCATIONS ON THE PLANS IS NOT BE CONSIDERED AS THE NONEXISTENCE OF, OR A DEFINITE LOCATION OF, EXISTING UNDERGROUND UTILITIES. THE LOCATION OF UNDERGROUND UTILITIES ILLUSTRATED ON THE PLANS IS APPROXIMATE. THE CONTRACTOR SHALL ASSUME COMPLETE RESPONSIBILITY FOR DAMAGED UTILITIES.
- AS-BUILT DRAWINGS**
THE CONTRACTOR SHALL MAINTAIN ONE SET OF PLANS ON THE JOB SITE AND SHALL RECORD IN RED COLORED PENCIL ALL CASES WHERE ACTUAL FIELD CONSTRUCTION DIFFERS FROM WORK SHOWN ON THE PLANS. ALL CONCEALED WORK AND UTILITY LOCATIONS SHALL BE DIMENSIONED AND REFERENCED. THE MARKED-UP SET OF DRAWINGS SHALL BE DELIVERED TO THE ENGINEER UPON COMPLETION OF THE WORK WHICH SHALL REFLECT "AS-BUILT" MODIFICATIONS.
- DUST CONTROL**
DUE TO THE LOCATION OF THE WORK THE CONTRACTOR SHALL MAKE SPECIAL EFFORTS TO CONTROL DUST DURING THE PROCESS OF THE WORK. DUST SHALL BE MAINTAINED TO A MINIMUM BY REGULAR APPLICATIONS OF WATER NECESSARY AND AS DIRECTED BY THE ENGINEER. AT THE CONCLUSION OF THE PROJECT, THE CONTRACTOR SHALL SWEEP THE STREETS TO REMOVE ALL LOOSE DIRT AND DUST RESULTING FROM THE CONSTRUCTION OPERATIONS.
- BARRICADES**
CONTRACTOR SHALL PROVIDE LIGHTED BARRICADES POSITIONED ON FOUR FOOT CENTER AROUND THE PERIMETER OF OPEN EXCAVATIONS AT THE CONCLUSION OF THE WORK DAY.
- CLEANUP**
THE CONTRACTOR SHALL REMOVE AND DISPOSE OF ALL UNCLASSIFIED EXCAVATION MATERIAL, EXISTING PAVEMENT, CONCRETE DEBRIS AND ALL OTHER MATERIAL RESULTING FROM DEMOLITION ACTIVITIES.
- PERMITS**
THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND BUSINESS LICENSES AND SHALL NOTIFY THE CITY OF SAN LUIS, ARIZONA, AND EDAS ENGINEERING, INC. AT LEAST 72 HOURS PRIOR TO COMMENCING WORK AND AT LEAST 48 HOURS PRIOR TO REQUIRING AN INSPECTION.
- SANITARY FACILITIES**
IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE ADEQUATE SANITARY FACILITIES ON THE LOCATION OF THE PROJECT FOR USE BY THE CONTRACTOR'S EMPLOYEES.
- POWER LINES**
THE CONTRACTOR SHALL FAMILIARIZE THEMSELVES WITH OVERHEAD ELECTRIC LINE CONDITIONS AND TAKE NECESSARY PRECAUTIONS, TO PROTECT AGAINST INJURY AND DAMAGE DURING CONSTRUCTION.
- TRAFFIC CONTROL**
IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE AND MAINTAIN PROPER SIGNS, BARRICADES AND WARNING LIGHTS TO CONTROL THE TRAFFIC AND TO ASSURE THE PUBLIC'S HEALTH, WELFARE AND SAFETY. ALL DEVICES MUST CONFORM TO THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.
- CHANGES**
THE CONTRACTOR SHALL NOTIFY THE CITY OF SAN LUIS, AZ, AND THE ENGINEER IMMEDIATELY OF ANY CONDITIONS REQUIRING CHANGE TO THE PLANS.
- ACCESS TO ADJACENT PROPERTY**
ACCESS TO ADJACENT PROPERTIES, CROSS STREETS OR USE OF STREETS SCHEDULED FOR IMPROVEMENT MUST BE REASONABLY MAINTAINED FOR NORMAL ACCESS AND LOCAL BUSINESSES AND RESIDENTS.
- CONSTRUCTION STAKING**
ALL CONSTRUCTION STAKING WILL BE PROVIDED BY THE CONTRACTOR. CONSTRUCTION STAKING MUST BE DONE BY A PROFESSIONAL ENGINEER OR LAND SURVEYOR.
- ANY ITEM OF WORK CALLED OUT BY THE CONTRACT PLANS OR SPECIFICATIONS AND NOT SPECIFICALLY NOTED AS A BID ITEM ON THE PROPOSAL SHALL BE CONSIDERED INCIDENTAL TO SAID BID ITEM.
- REFER TO SUBDIVISION PLAT FOR ALL BOUNDARY INFORMATION AND DIMENSIONS.
- THE CONTRACTOR WILL PROVIDE THE ENGINEER AND THE CITY OF SAN LUIS, AZ, WITH CERTIFIED COMPACTION, CONCRETE, AND LABORATORY TESTS AS REQUIRED BY THE CITY OF SAN LUIS STANDARD SPECIFICATIONS FOR ALL WORK WITHIN CITY OF SAN LUIS RIGHT-OF-WAYS PRIOR TO ACCEPTANCE OF THE PROJECT.
- ALL MATERIAL SUPPLIED MUST BE SUBMITTED AS 'SUBMITTALS FOR CONSTRUCTION'.
- IF THE CONTRACTOR FINDS ANY DISCREPANCY OR OMISSION IN THESE PLANS, HE SHALL NOTIFY THE ENGINEER BEFORE ANY INTERPRETATION OR DECISION IS MADE WHICH WILL AFFECT THE CONSTRUCTION COST, APPEARANCE, QUALITY, OR PERFORMANCE OF THE COMPLETE WORK.
- THE ENGINEER WILL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES OR FOR SAFETY PRECAUTIONS OR PROGRAMS UTILIZED IN CONNECTION WITH THE WORK, AND HE WILL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
- UNDERGROUND UTILITIES SHOWN HEREON ARE ONLY APPROXIMATE. CONTRACTOR SHALL VERIFY LOCATION, DEPTH AND ROUTING OF UTILITIES BEFORE CONSTRUCTION.
- ALL EXISTING MONUMENTATION SHALL BE REFERENCED PRIOR TO CONSTRUCTION AND REPLACED IF DISTURBED AFTER ALL WORK IS COMPLETED BY CONTRACTOR.
- PAVING CONTRACTOR TO COORDINATE WITH IRRIGATION AND UTILITY CONTRACTORS TO INSURE INSTALLATION OF IRRIGATION AND ELECTRICITY CONDUITS AND ALL UNDERGROUND UTILITIES PRIOR TO PAVING OR PLACING ABC.
- PAVING CONTRACTOR TO PROVIDE ALL BACKFILL REQUIRED BEHIND ALL NEW IMPROVEMENTS IN ACCORDANCE WITH THE TYPICAL DETAILS AND SLOPE LINES SHOWN HEREON.

GENERAL WATER NOTES

- ALL WATER LINE CONSTRUCTION HEREON TO BE IN ACCORDANCE WITH CITY OF SAN LUIS STANDARDS, INCLUDING THE ADOPTED CITY OF YUMA CONSTRUCTION STANDARD DETAIL DRAWINGS, THE MAG UNIFORM STANDARD SPECIFICATIONS AND THE CITY OF SAN LUIS SUPPLEMENT TO THE CITY OF YUMA STANDARDS AND THE MAC SPECIFICATION, AND THE ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY REGULATIONS, UNLESS OTHERWISE SPECIFICALLY NOTED ON THESE PLANS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PREPARATION AND FURNISHING TO THE ENGINEER OF "AS-BUILT" RECORD DRAWINGS. THE CONTRACTOR SHALL OBTAIN ONE SET OF PLANS FROM THE ENGINEER AND SHALL RECORD IN RED COLORED PENCIL ALL CASES WHERE ACTUAL FIELD CONSTRUCTION DIFFERS FROM WORK SHOWN ON THE PLANS. TO INCLUDE SERVICE LOCATIONS.
- ALL WATERLINES WILL BE PRESSURE AND LEAKAGE TESTED TO 150 PSI FOR 2 HOURS. SEE THIS SHEET FOR TEST PROCEDURE.
- WATER CONTRACTOR SHALL PROVIDE THE ENGINEER WITH A COPY OF THE BACTERIOLOGICAL TEST RESULTS TAKEN ON THE SYSTEM.
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE BLUE STAKE CENTER TO LOCATE ALL UNDERGROUND EQUIPMENT WITHIN THE CONSTRUCTION AREA 48 HOURS PRIOR TO THE START OF ANY EXCAVATION. CALL THE BLUE STAKE CENTER AT 1-800-792-5348. CONTRACTOR SHALL VERIFY LOCATION AND ELEVATIONS OF ALL EXISTING UTILITIES. PRIOR TO ANY CONSTRUCTION LOCATION OF UTILITIES SHOWN ON THESE PLANS ARE APPROXIMATE AND INFORMATION ONLY.
- THE CONTRACTOR SHALL TAKE NECESSARY PRECAUTIONS TO PROTECT EXISTING UTILITIES FROM DAMAGE DUE TO HIS OPERATIONS. ANY DAMAGE TO THE UTILITIES SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE.
- DEFLECT 8" WATER LINE AS SHOWN. MAX. ACCEPTABLE DEFLECTION OF 8" PIPE PER STANDARD 20' LENGTH TO BE 9". NO DEFLECTION TO OCCUR AT JOINT.
- THE ENGINEER SHALL REVIEW ALL PIPE [WATER] MATERIAL SUBMITTALS TO ENSURE CONFORMANCE TO REQUIREMENTS BEFORE THE START OF CONSTRUCTION.
- ALL WATER LINES (MANS AND SERVICES) SHALL INCLUDE THE INSTALLATION OF TRACER WIRE IN ACCORDANCE WITH STANDARD DETAIL No. 5-210.
- THE END OF EACH WATER LINE TO HAVE A TEMPORARY OR PERMANENT BLOWOFF VALVE, AS SHOWN IN PLANS.
- THE CONTRACTOR MUST COORDINATE CONSTRUCTION INSPECTION WITH THE ENGINEER.
- WATER/SEWER LINES SEPARATION NEEDS TO BE IN ACCORDANCE WITH A.A.C. R18-4-502.C.
- A MINIMUM OF SEVEN FEET SHALL BE MAINTAINED BETWEEN PARALLEL WATER AND SEWER LINES AND WATER AND SEWER SERVICE LINES
- SEWER MAINS AND SERVICES SHALL BE CLASS C909 PVC PIPE FOR A DISTANCE OF 7' IN BOTH DIRECTIONS FROM A WATER MAIN OR SERVICE WHEN:
 - SEWER MAIN OR SERVICE CROSSES LESS THAN 2' BELOW A WATERMAIN OR SERVICE;
 - WATER MAIN OR SERVICE CROSSES BELOW A SEWER MAIN OR SERVICE. [A MINIMUM OF 24" SEPARATION SHALL BE MAINTAINED VERTICALLY BETWEEN WATER AND SEWER MAINS AND SERVICES].
- FLANGE BOLTS SHALL BE PROTECTED BY 10 MIL POLYETHYLENE WRAP.
- WATER MAINS AND VALVES SHALL BE FLUSHED AND DISINFECTED BY THE "GENERAL METHOD" DESCRIBED IN THE 1978 ARIZONA DEPARTMENT OF HEALTH SERVICES ENGINEERING BULLETIN NO. 8.
- ENGINEERING PERSONNEL SHALL BE PRESENT WHEN WATER MAINS ARE BOTH FLUSHED AND PRESSURE TESTED.
- ALL TEES, 90 DEGREE ELLS, BENDS, HYDRANTS AND DEAD END PLUGS SHALL BE THRUST BLOCKED WITH CAST-IN-PLACE CONCRETE AND SHALL BE MECHANICAL JOINT (MEGA LUG) FITTINGS.
- NO STREET, WATER AND IMPROVEMENTS TO BE ACCEPTED BY CITY OF SAN LUIS FOR MAINTENANCE UNTIL "AS-BUILT", CERTIFIED. REPRODUCIBLE PLANS ARE FILED WITH AND ACCEPTED BY FARWEST WATER & SEWER, INC. ENGINEER.
- WATER LINES 4" OR LARGER SHALL BE PVC C909 DR 18 CLASS 235.
- CONTRACTOR WILL PROVIDE THE ENGINEER WITH ALL REQUIRED COMPACTION AND CONCRETE TESTS.
- ALL WATER LINE INSTALLATION MUST MEET OR EXCEED STANDARDS ESTABLISHED IN ADHS BULLETIN NO. 10.
- ALL PVC WATER DISTRIBUTION PIPES MUST BE APPROVED BY AND SHALL BEAR THE NSF SEAL FOR POTABLE WATER USE.
- THE OWNER SHALL CONTACT A PROFESSIONAL ENGINEER TO PROVIDE DETAILED CONSTRUCTION INSPECTION SERVICES FOR THE PROPOSED PROJECT. UPON COMPLETION OF THE PROJECT, THE OWNER'S ENGINEER SHALL COMPLETE THE ADEQ "ENGINEER'S CERTIFICATE OF COMPLETION" DOCUMENTATION AND FORWARD SAME TO THE APPROPRIATE ODWDM REGIONAL OFFICE.
- ALL PIPES, FITTINGS, VALVES, COATINGS, ETC. SHALL CONFORM TO NSF STANDARD 61.
- IF DEAD ENDS ON WATER MAINS CANNOT BE AVOIDED, THEY MUST HAVE BLOW-OFF VALVES (MIN. DIA. 2")

WATER LINE TESTING PROCEDURE

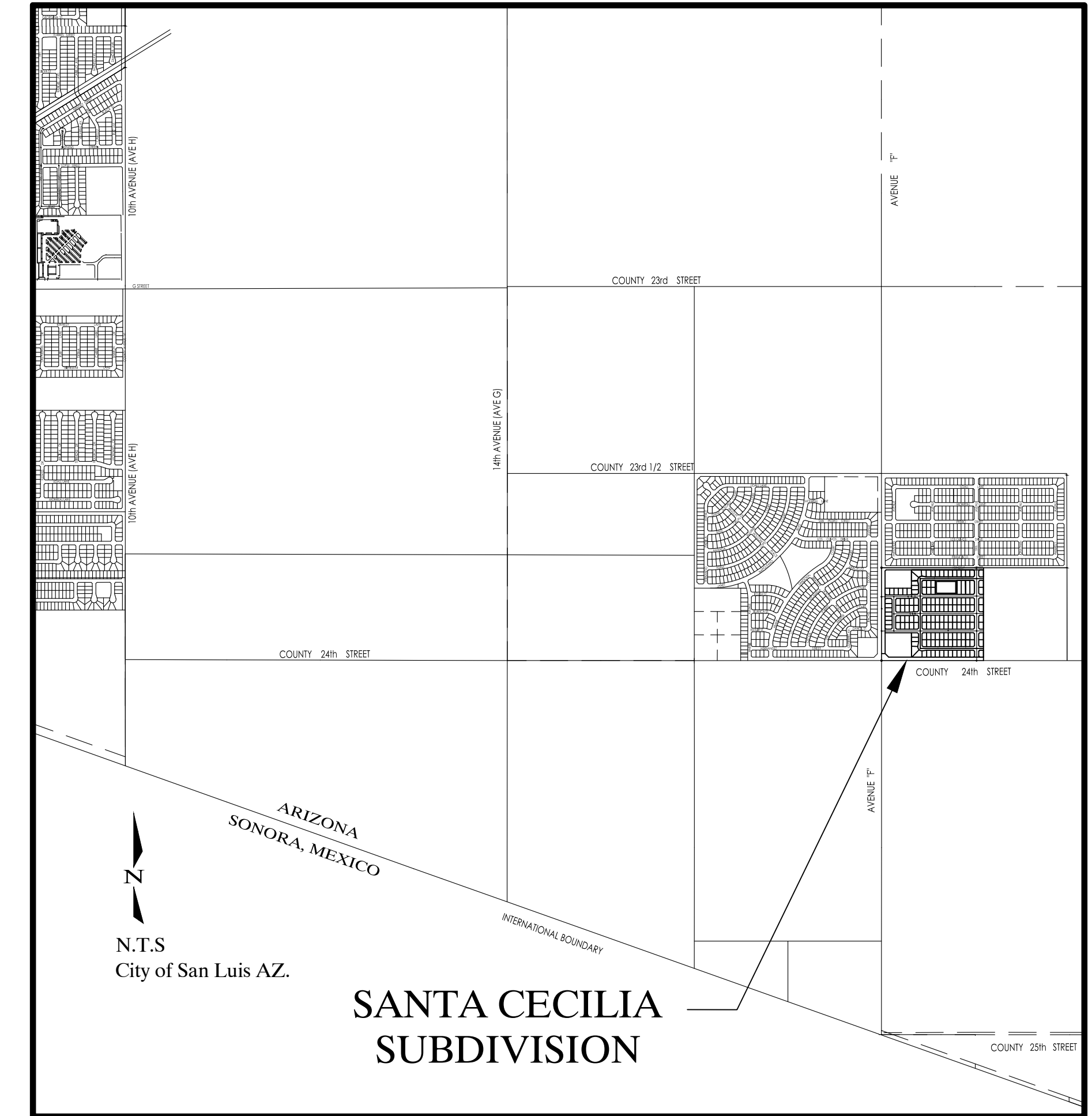
- ALL VISIBLE LEAKS SHALL BE REPAIRED REGARDLESS OF THE AMOUNT OF LEAKAGE AND REGARDLESS OF WHETHER THE LEAK DEVELOPS UNDER TEST PRESSURE OR LINE PRESSURE.
- INITIAL PRESSURES FOR BOTH THE PRESSURE TEST AND ALLOWABLE LEAKAGE TEST SHALL BE A MINIMUM OF 150 PSI
- A PRESSURE TEST WILL BE DEEMED AS SUCCESSFUL IF IT PASSES THE CRITERIA SET FORTH BY AWWA C-600, SEC. 94 (CURRENT EDITION) AND THAT CRITERIA NOTED ABOVE.
- SHOULD THE PRESSURE TEST BE UNSUCCESSFUL, THE CONTRACTOR HAS THE OPTION OF ATTEMPTING THE ALLOWABLE LEAKAGE TEST. THIS TEST WILL BE DEEMED SUCCESSFUL IF IT PASSES THE CRITERIA SET FORTH IN AWWA C-600, SECTION 94 (CURRENT EDITION) OR AWWA M-29 (CURRENT EDITION) WHICHEVER IS MORE RESTRICTIVE AND THAT CRITERIA NOTED ABOVE.
- DISINFECTON PROCEDURES FOR WATER LINES TO BE DONE AS PER AWWA C-605-94

GENERAL SEWER NOTES

- SEWER CONSTRUCTION STAKING SHALL BE DONE UNDER THE SUPERVISION OF A REGISTERED ENGINEER OR SURVEYOR.
- CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF SITE AND SOIL CONDITION AND SHALL NOTIFY ALL UTILITY AGENCIES PRIOR TO EXCAVATION.
- CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY OF ANY CONDITIONS REQUIRING CHANGE TO THE PLANS.
- CONTRACTOR SHALL NOTIFY CITY OF SAN LUIS PUBLIC WORKS PRIOR TO START OF CONSTRUCTION.
- STANDARD SPECIFICATIONS AND ARIZONA STATE HEALTH DEPARTMENT BUL. NO. 11 SHALL APPLY TO THIS PROJECT.
- A MINIMUM OF 7' SHALL BE MAINTAINED BETWEEN PARALLEL WATER AND SEWER LINES AND WATER AND SEWER MAINS.
- SEWER MAINS AND SERVICES SHALL BE CONSTRUCTED OF C909 PVC PIPE FOR A DISTANCE OF 7' IN BOTH DIRECTIONS FROM A WATERMAIN OR SERVICE WHEN:
 - SEWER MAIN OR SERVICE CROSSES LESS THAN 2' BELOW A WATER MAIN
 - WATER MAIN OR SERVICE CROSSES BELOW A SEWER MAIN OR SERVICE [A MINIMUM OF 24" SEPARATION SHALL BE MAINTAINED VERTICALLY BETWEEN WATER AND SEWER MAINS AND SERVICES].
- NO STREET, WATER AND SEWER IMPROVEMENTS WILL BE ACCEPTED BY CITY OF SAN LUIS FOR MAINTENANCE UNTIL "AS BUILT" CERTIFIED PLANS ARE FILED WITH AND ACCEPTED BY FARWEST WATER & SEWER, INC.
- SEWER PIPE SHALL BE PVC, HAVE N.S.F. SEAL OF APPROVAL, AND MEET ASTM D-3034, SDR 35.
- SEWER MAINS SHALL BE PRESSURE AND LEAKAGE TESTED WITH 4 FEET OF HEAD UPSTREAM. ALLOWABLE LEAKAGE NOT TO EXCEED 200 GAL./IN. DIA./MILE OF PIPE/DAY.
- EXFILTRATION FROM MANHOLES SHALL BE LIMITED TO 0.1 GALS./HR./VERTICAL FOOT.
- DEFLECTION TEST OF AT LEAST 20% OF PLASTIC SEWER PIPE SHALL BE PERFORMED. SHORT TERM DEFLECTION IN EXCESS OF 5% SHALL BE CONSIDERED UNSERVICEABLE AND SHALL BE REPAIRED AND RETESTED.
- IN AREAS WHERE THE GROUNDWATER IS AT PIPE SPRING LINE OR ABOVE INFILTRATION TESTS SHALL BE PERFORMED. ALLOWABLE INFILTRATION FOR SEWER MAINS NOT TO EXCEED 200 GAL./IN. DIA./MILE OF PIPE/DAY. ALLOWABLE INFILTRATION FOR MANHOLES SHALL BE LIMITED TO 0.1 GALS./HR./VERTICAL FOOT.
- SEWER LINE TEST SHALL BE PERFORMED IN ACCORDANCE WITH AAC R18-9-E301 (D) (C)

LEGEND

	BOUNDARY LINE
	CENTER LINE
	PROPERTY LINE
	LOT LINE
	SET MONUMENT (TYPE AS SHOWN)
	SET MONUMENT (TYPE AS SHOWN)
	EXISTING AC PAVEMENT
	NEW AC PAVEMENT
	NEW CONCRETE
	NEW CURB & GUTTER
	NEW SLOPED AREA
	LOT NUMBERS
	EXISTING ELEVATION
	EXISTING ASPHALT ELEVATION
	NEW CURB AND GUTTER ELEVATION
	NEW ASPHALT ELEVATION
	EXISTING SEWER LINE
	EXISTING WATER MAIN
	NEW SEWER LINE
	NEW WATER MAIN
	EXISTING MANHOLE
	NEW MANHOLE
	INDICATES INVERT ELEVATION
	NEW DUAL WATER SERVICE
	NEW SINGLE WATER SERVICE
	NEW FIRE HYDRANT
	NEW GATE VALVE
	NEW TEMPORARY BLOWOFF
	NEW SEWER SERVICE
	NEW DUCTILE IRON PIPE



SANTA CECILIA SUBDIVISION

VICINITY MAP

SHEET INDEX

COVER SHEET	---	0
PLAT	-----	1 OF 1
PAVING AND GRADING PLAN	-----	1
PAVING AND GRADING DETAILS	-----	2
WATER AND SEWER PLAN	-----	4
WATER AND SEWER PLAN	-----	5
SEWER PLAN & PROFILES	-----	6
SEWER PLAN & PROFILES	-----	7
SEWER PLAN & PROFILES	-----	8
SEWER PLAN & PROFILES	-----	9

OWNER/SUBDIVIDER

R & G ASSOCIATES LLC
1910 JUAN SANCHEZ BLVD
P.O. BOX 1649
SAN LUIS, AZ. 85349
(928) 627-8593

ENGINEER

Edais Engineering, Inc.
3075 S. AVENUE 4E
YUMA, ARIZONA 85365
(928) 344-3566

BENCHMARK

TOP OF BRASS CAP LOCATED AT THE SE COR OF SECTION 9, T11S, R24W, FOUND B.C. GLO 1920 IN HAND HOLE ELEVATION - 156.89 FEET

CALL TWO WORKING DAYS BEFORE YOU DIG
263-1100
1-800-STAKE-IT
(GUNDE WARGOFA COUNTY)

THESE PLANS NOT TO BE USED FOR CONSTRUCTION UNTIL APPROVED BY THE CITY, ADEQ, AND OTHER AGENCIES HAVING JURISDICTION ON THIS PROJECT

COPYING, REPRODUCTION, OR PUBLICATION OF THESE PLANS BY ANY METHOD, IN WHOLE OR IN PART IS PROHIBITED

EDAIS Engineering, Inc.
3075 S. Ave. 4E Yuma, Arizona 85365
(928) 344-3566 FAX (928) 344-1075
EMAIL: EE@Edaisengineering.com

0

SANTA CECILIA SUBDIVISION

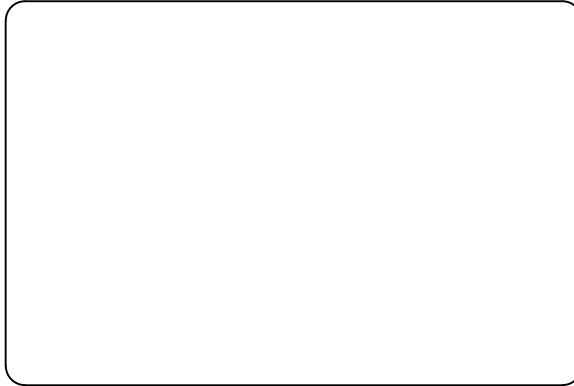
COVER SHEET

SCALE: AS SHOWN DESIGNED BY: J.L.S. CHECKED BY: N.K.E.
DATE: JUNE 17 DATE: JUNE 17 DRAWN BY: J.L.S. JOB No. 17-005

SHEET

SANTA CECILIA SUBDIVISION

A SUBDIVISION OF LOT 1A OF THE BORDER RANCHES LOT SPLIT AS RECORDED IN BOOK 28 OF PLATS, PAGES 80 & 81 Y.C.R., YUMA COUNTY ARIZONA AND BEING A PORTION OF THE S½ OF THE SW¼ OF SECTION 10, T11S, R24W, G. & S. R. B. & M. YUMA COUNTY, ARIZONA
 JUNE 2017 ACREAGE= 34.63 Acres



BOOK _____ OF PLATS,
 PAGE _____

APPROVED

STATE OF ARIZONA }
 > ss
 CITY OF SAN LUIS }

THIS SUBDIVISION AS PLATTED HEREON HAS BEEN APPROVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA.

MAYOR _____ DATE _____
 CITY MANAGER _____ DATE _____
 CITY PLANNING & ZONING DIRECTOR _____ DATE _____
 CITY ENGINEER _____ DATE _____
 CITY PUBLIC WORKS DIRECTOR _____ DATE _____

BASIS OF BEARING

THE WEST SECTION LINE OF SECTION 10, T11S, R24W, G.&S.R.B.&M., YUMA COUNTY, ARIZONA (BEING THE CENTERLINE OF AVENUE "F"), AS SHOWN ON BORDER RANCHES SUBDIVISION, AS RECORDED IN BOOK 27 OF PLATS, PAGES 9&10, YUMA COUNTY RECORDERS OFFICE, YUMA COUNTY, ARIZONA,
 BEARING N00°02'42"W

RESTRICTIVE COVENANTS

HAVE BEEN RECORDED CONCURRENTLY AND ARE A PART OF THIS PLAT

SUBDIVIDER/OWNER

R & G ASSOCIATES LLC
 P.O. BOX 1649
 SAN LUIS, AZ 85349
 (928) 627-8593

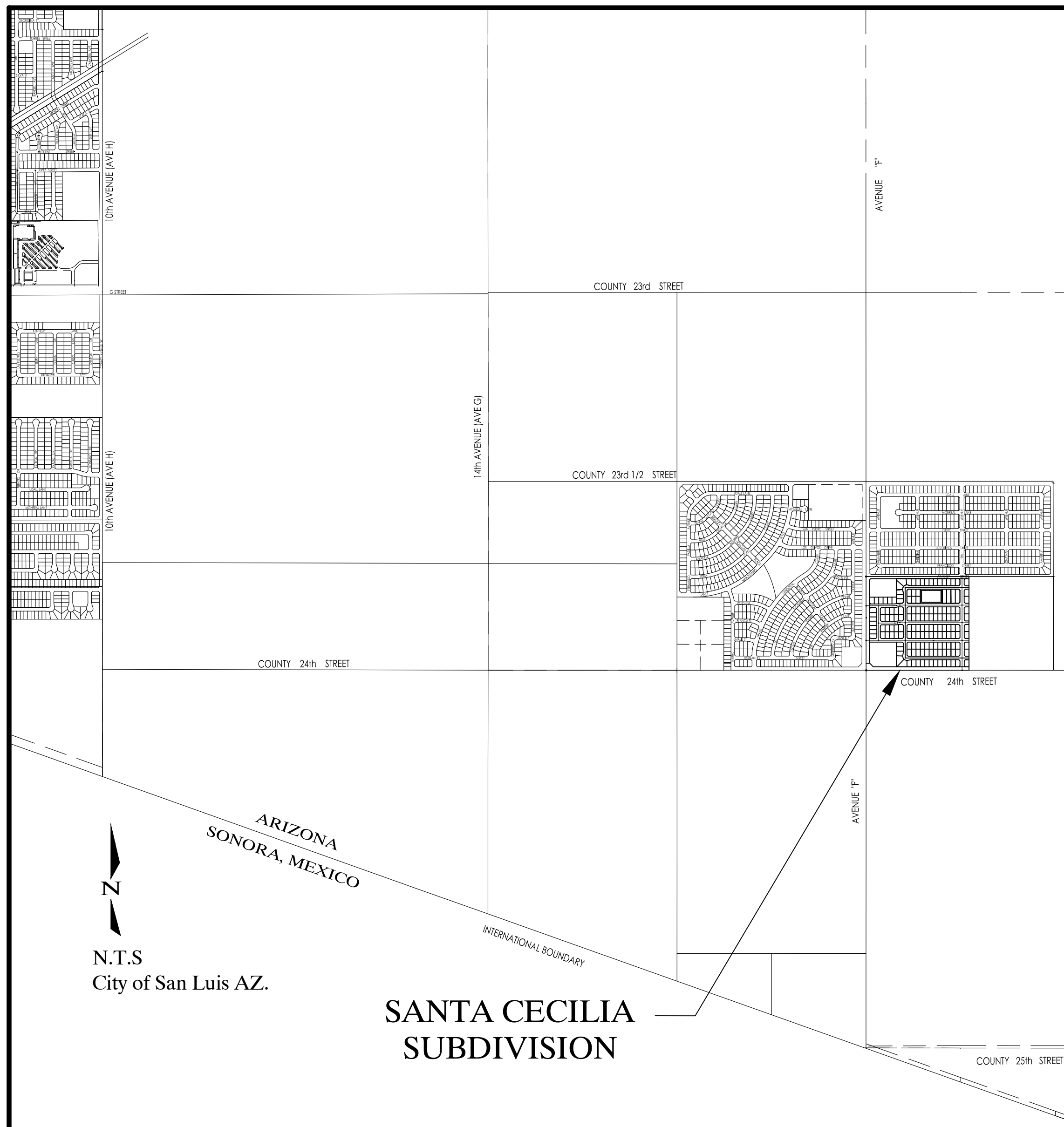
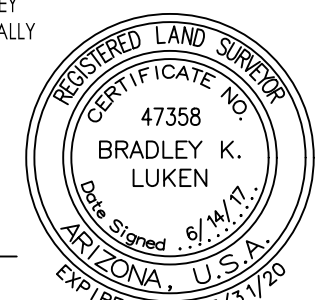
PREPARED BY:

Edais Engineering, Inc.
 3075 S. AVENUE 4 E
 YUMA, ARIZONA 85365
 (928) 344-3566

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I AM A LAND SURVEYOR LISTED ON THE ROSTER OF ACTIVE REGISTRANTS BY THE STATE BOARD OF TECHNICAL REGISTRATION OF ARIZONA AND THAT THIS MAP CONSISTING OF ONE (1) SHEET CORRECTLY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION, THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN.

Bradley K. Luken
 BRADLEY K. LUKEN R.L.S. No. 47358



VICINITY MAP

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT R&G ASSOCIATES, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER HAS THIS THE ____ DAY OF _____ 2017, CAUSED A PORTION OF THE S½ OF THE SW¼ OF SECTION 10, TOWNSHIP 11 SOUTH, RANGE 24 WEST, G.&S.R.B.&M., YUMA COUNTY, ARIZONA, AS PLATTED HEREON, TO BE SUBDIVIDED INTO LOTS, TRACT & STREETS UNDER THE NAME OF "SANTA CECILIA SUBDIVISION" AND HEREBY DECLARES THAT THE ACCOMPANYING PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS AND STREETS, CONSTITUTING SAID "SANTA CECILIA SUBDIVISION" AND THAT EACH LOT SHALL BE KNOWN BY THE NUMBER, THE TRACT BY THE LETTER AND THE STREETS BY THE NAME GIVEN EACH RESPECTIVELY ON SAID PLAT;

AND THAT R&G ASSOCIATES, L.L.C., AS OWNER, HEREBY DEDICATES THE STREETS SHOWN HEREON TO THE PUBLIC FOR ITS USE AND BENEFIT, AND THAT THE EASEMENTS ARE DEDICATED FOR THE USES SHOWN AND DEFINED ON SAID PLAT AND AS SET FORTH IN THE DECLARATION OF RESERVATIONS, COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED CONCURRENTLY HEREWITH. TRACT "A" IS DEDICATED TO THE PUBLIC FOR USE AS STORM WATER RETENTION BASIN AND COMPATIBLE RECREATIONAL USES

IN WITNESS WHEREOF: R&G ASSOCIATES, L.L.C., HAS CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE SIGNATURE OF NIEVES GARCIA RIEDEL, AS MEMBER, THEREUNTO DULY AUTHORIZED ON THIS THE ____ DAY OF _____ 2017.

BY: _____
 NIEVES GARCIA RIEDEL, MEMBER
 R & G ASSOCIATES, L.L.C.

ACKNOWLEDGMENT

STATE OF ARIZONA }
 > ss
 COUNTY OF YUMA }

ON THIS THE ____ DAY OF _____, 2017 BEFORE ME, THE UNDERSIGNED OFFICER PERSONALLY APPEARED, NIEVES GARCIA RIEDEL, WHO ACKNOWLEDGED HERSELF TO BE MEMBER OF R&G ASSOCIATES, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AND SHE AS SUCH OFFICER BEING AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED, BY SIGNING THE NAME OF THE LIMITED LIABILITY COMPANY BY HERSELF, AS SUCH OFFICER.

IN WITNESS WHEREOF, I HAVE SET MY HAND AND OFFICIAL SEAL.

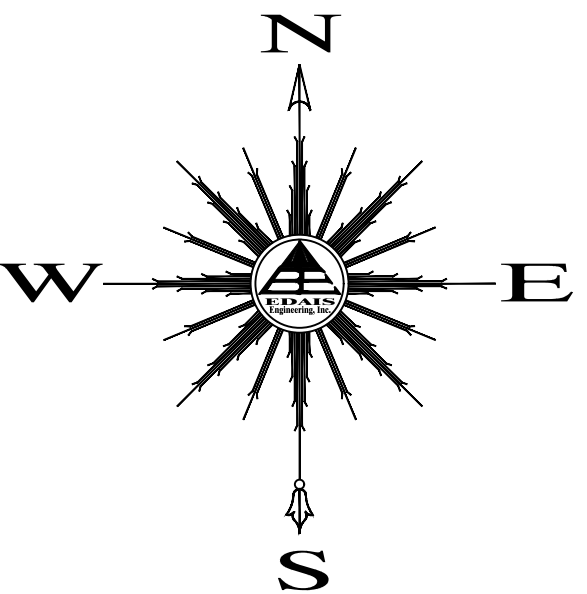
BY: _____
 NOTARY PUBLIC
 MY COMMISSION EXPIRES: _____

SANTA CECILIA SUBDIVISION

A SUBDIVISION OF LOT 1A OF THE BORDER RANCHES LOT SPLIT AS RECORDED IN BOOK 28 OF PLATS, PAGES 80 & 81 Y.C.R., YUMA COUNTY ARIZONA AND BEING A PORTION OF THE S½ OF THE SW¼ OF SECTION 10, T11S, R24W, G. & S. R. B. & M. YUMA COUNTY, ARIZONA
 JUNE 2017 ACREAGE= 34.63 Acres

LOT AREAS

LOT	AREA	LOT	AREA	LOT	AREA	LOT	AREA	LOT	AREA	LOT	AREA
1	6275.00 SF	30	6212.68 SF	58	6096.04 SF	86	6096.05 SF	114	6096.04 SF	142	6096.04 SF
2	6000.00 SF	31	6410.81 SF	59	6096.04 SF	87	6096.04 SF	115	6096.04 SF	143	6096.06 SF
3	6000.00 SF	32	6523.32 SF	60	6325.16 SF	88	6096.04 SF	116	6096.04 SF	144	6325.23 SF
4	6000.00 SF	33	6325.23 SF	61	6998.80 SF	89	6096.04 SF	117	6096.06 SF	145	6523.32 SF
5	6000.00 SF	34	6095.54 SF	62	6440.58 SF	90	6096.04 SF	118	6325.23 SF	146	6410.52 SF
6	6000.00 SF	35	6096.25 SF	63	6156.50 SF	91	6096.04 SF	119	6523.32 SF	147	6212.68 SF
7	6938.19 SF	36	6096.37 SF	64	6153.76 SF	92	6096.04 SF	120	6523.32 SF	148	6095.81 SF
8	6175.90 SF	37	6096.04 SF	65	6363.45 SF	93	6096.04 SF	121	6325.23 SF	149	6095.81 SF
9	6002.72 SF	38	6096.04 SF	66	6363.72 SF	94	6096.04 SF	122	6096.05 SF	150	6095.81 SF
10	6002.72 SF	39	6325.23 SF	67	6154.02 SF	95	6096.04 SF	123	6096.04 SF	151	6095.81 SF
11	6002.72 SF	40	6325.23 SF	68	6154.02 SF	96	6325.05 SF	124	6096.04 SF	152	6095.81 SF
12	6002.72 SF	41	6096.04 SF	69	6062.48 SF	97	6679.41 SF	125	6096.04 SF	153	6095.81 SF
13	6026.82 SF	42	6096.04 SF	70	6047.25 SF	98	6235.23 SF	126	6096.04 SF	154	6095.81 SF
14	6317.36 SF	43	6096.37 SF	71	6325.17 SF	99	6153.89 SF	127	6096.04 SF	155	6095.81 SF
16	6321.09 SF	44	6096.25 SF	72	6096.04 SF	100	6153.89 SF	128	6096.04 SF	156	6095.78 SF
17	9161.27 SF	45	6095.54 SF	73	6096.04 SF	101	6363.59 SF	129	6096.04 SF	157	6095.81 SF
18	10331.54 SF	46	6325.23 SF	74	6096.04 SF	102	6363.59 SF	130	6096.04 SF	158	6116.98 SF
19	6291.71 SF	47	6523.32 SF	75	6096.04 SF	103	6153.89 SF	131	6096.04 SF	159	9235.37 SF
20	6586.52 SF	48	6523.32 SF	76	6096.04 SF	104	6153.89 SF	132	6325.05 SF	160	10695.72 SF
21	6096.03 SF	49	6325.23 SF	77	6096.04 SF	105	6153.89 SF	133	6324.61 SF	161	6414.73 SF
22	6096.02 SF	50	6096.05 SF	78	6096.04 SF	106	6363.59 SF	134	6096.04 SF	162	6155.16 SF
23	6096.02 SF	51	6096.04 SF	79	6096.04 SF	107	6324.61 SF	135	6096.04 SF	163	6387.69 SF
24	6096.02 SF	52	6096.04 SF	80	6096.04 SF	108	6096.04 SF	136	6096.04 SF		
25	6096.02 SF	53	6096.04 SF	81	6096.06 SF	109	6096.04 SF	137	6096.04 SF		
26	6096.02 SF	54	6096.04 SF	82	6325.23 SF	110	6096.04 SF	138	6096.04 SF		
27	6096.02 SF	55	6096.04 SF	83	6523.32 SF	111	6096.04 SF	139	6096.04 SF		
28	6096.02 SF	56	6096.04 SF	84	6523.32 SF	112	6096.04 SF	140	6096.04 SF		
29	6096.02 SF	57	6096.04 SF	85	6325.23 SF	113	6096.04 SF	141	6096.04 SF		



SCALE: 1"=100'

LEGEND

- CENTERLINE
- RIGHT-OF-WAY (ROW) LINE
- NEW PROPERTY LINE
- EASEMENT (TYPE AS NOTED)
- BOUNDARY LINE
- NEW STREET MONUMENT AS PER YUMA COUNTY STD. DETAIL NO. 4-080
- NEW SUBDIVISION BOUNDARY MONUMENT AS PER YUMA COUNTY STD. DETAIL NO. 04-030
- EXISTING MONUMENT (TYPE AS SHOWN)
- ① NEW LOT NUMBER
- ② EXISTING LOT NUMBER
- A.P.N. ASSESSOR PARCEL NUMBER
- B.C. BRASS CAP
- H.H. HAND HOLE
- (M) MEASURED DATA
- ([R]) REFERS TO BORDER RANCHES SUBDIVISION RECORDED IN BOOK 27 OF PLATS, PAGE 9 YUMA COUNTY RECORDS
- ([]) DATA REFER TO GENERAL LAND OFFICE PLAN OF SECTION 10, T11S, R24, OFFICIALLY FILED ON 3-12-1922, YUMA COUNTY RECORDS, YUMA COUNTY, AZ.

LINE DATA

LINE	LENGTH	BEARING
L1	21.22'	N45°01'49"W
L2	21.21'	N44°58'18"E
L3	7.49'	S89°59'23"W

KEYNOTES

- ① NEW 1' NON-ACCESS EASEMENT
- ② NEW 8' UTILITY & CATV EASEMENT
- ③ INDICATES 10' (1" NON-ACCESS EASEMENT)
- ④ 25' VISIBILITY TRIANGLE
SEE TYPICAL CORNER LOT DETAIL.
- ⑤ NEW 20' FRONT YARD SETBACK LINE.
- ⑥ NEW 10' SIDE YARD SETBACK LINE.

TRACT AREAS

TRACT	AREA
"A"	60,959.12 SF

OWNER

R & G ASSOCIATES LLC
 P.O. BOX 1649
 SAN LUIS, AZ 85349
 (928) 627-8593

BASIS OF BEARING

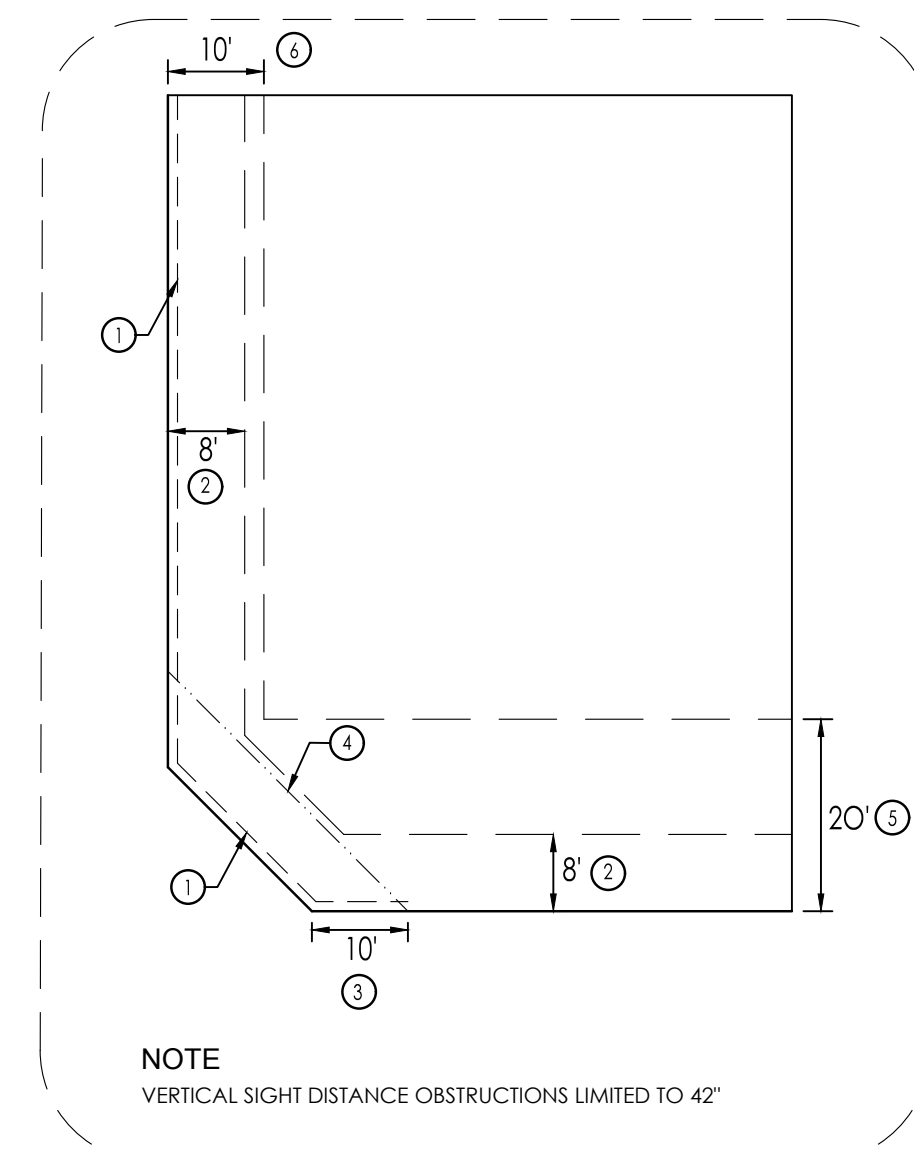
THE WEST SECTION LINE OF SECTION 10, T11S, R24W, G.&S.R.B.&M., YUMA COUNTY, ARIZONA (BEING THE CENTERLINE OF AVENUE "F"), AS SHOWN ON BORDER RANCHES SUBDIVISION, AS RECORDED IN BOOK 27 OF PLATS, PAGES 9&10, YUMA COUNTY RECORDS OFFICE, YUMA COUNTY, ARIZONA, BEARING N00°02'42"W

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I AM A LAND SURVEYOR LISTED ON THE ROSTER OF ACTIVE REGISTRARS BY THE STATE BOARD OF TECHNICAL REGISTRATION OF ARIZONA AND THAT THIS MAP CONSISTING OF ONE (1) SHEET CORRECTLY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN.

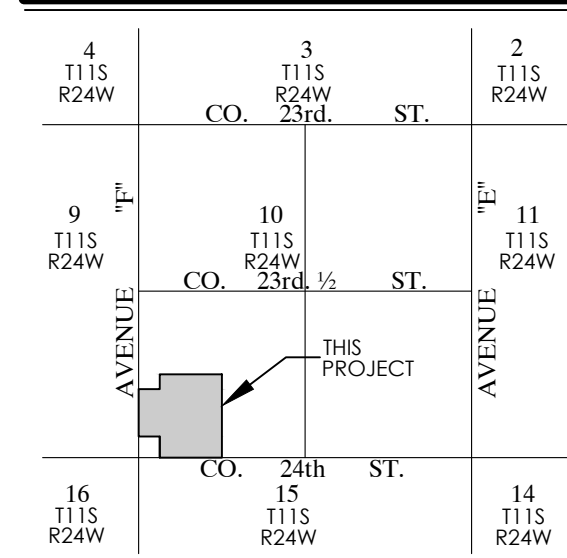


BRADLEY K. LUKEN R.L.S. No. 47358



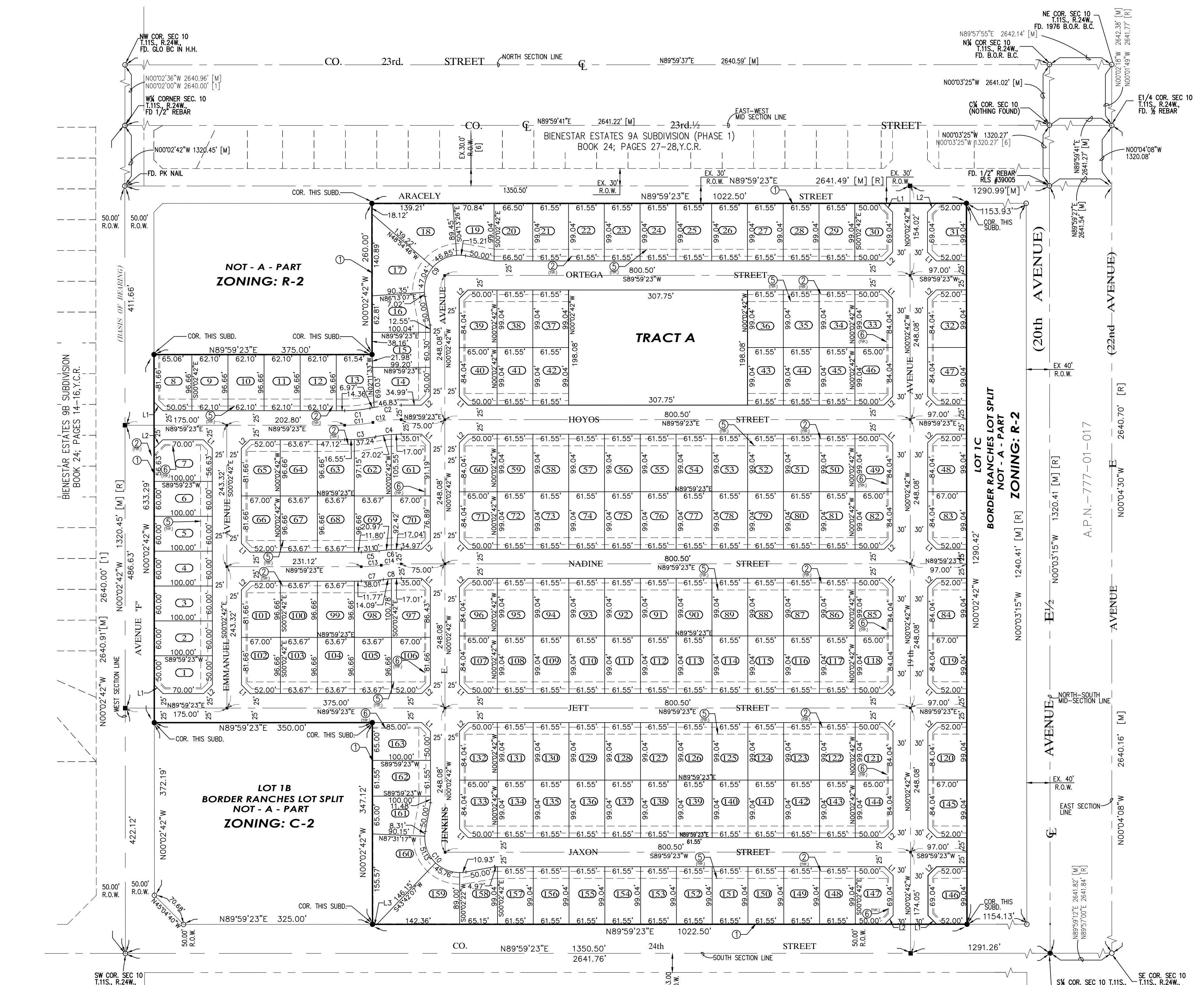
TYPICAL CORNER LOT DETAIL

LOCATION MAP



PREPARED BY:

Edais Engineering, Inc.
 3075 S. AVENUE 4 E
 YUMA, ARIZONA 85365
 (928) 344-3566

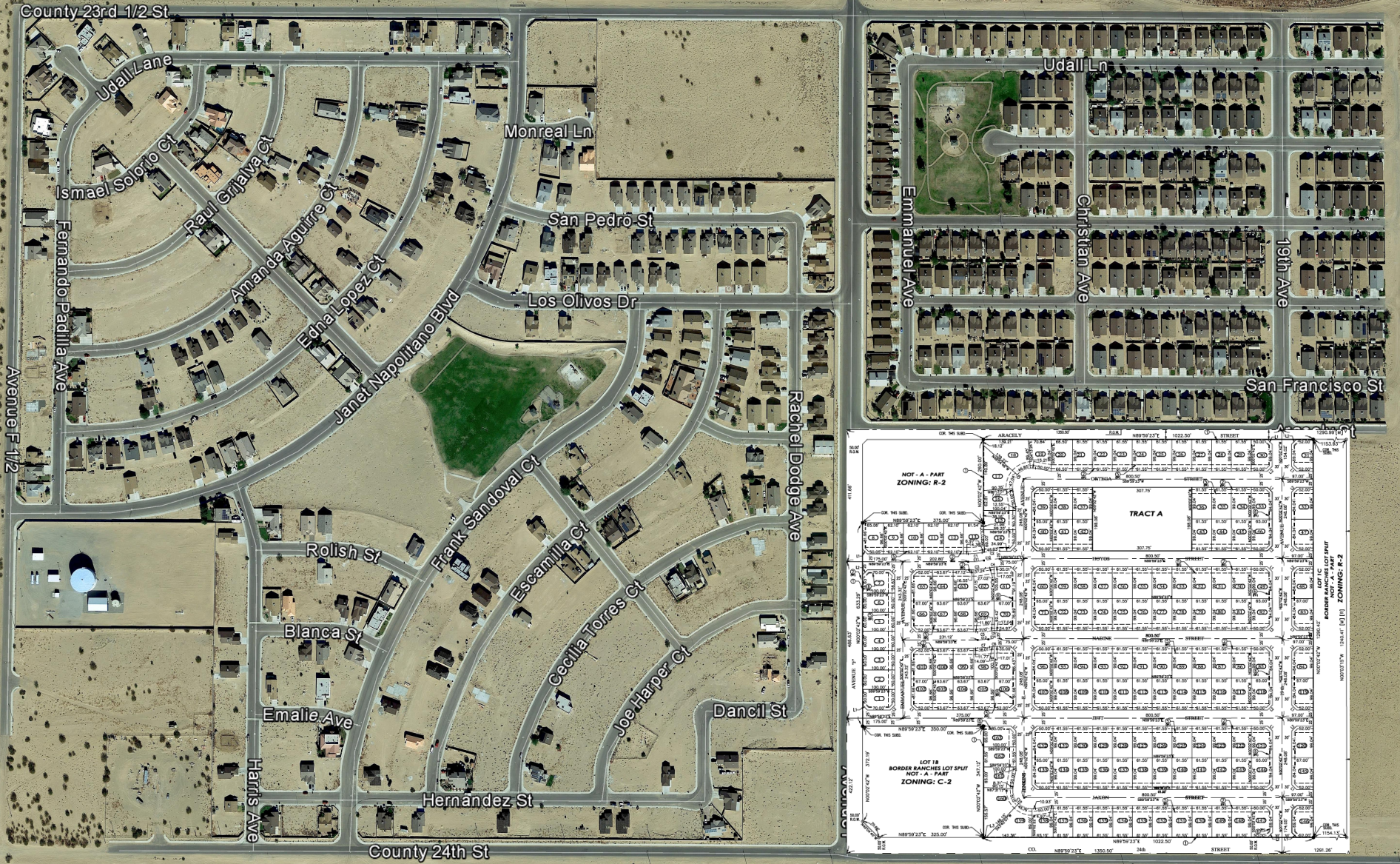


CURVE DATA

CURVE	DELTA	CHORD DIRECTION	CHORD	TANGENT	RADIUS	LENGTH	CURVE	DELTA	CHORD DIRECTION	CHORD	TANGENT	RADIUS	LENGTH
C1	11°12'32"	N84°23'07"E	43.95'	22.08'	225.00'	44.02'	C6	7°55'08"	S86°01'49"W	37.98'	19.03'	275.00'	38.01'
C2	11°12'31"	N84°23'07"E	53.71'	26.99'	275.00'	53.80'	C7	7°55'08"	N86°01'49"E	37.98'	19.03'	275.00'	38.01'
C3	11°12'32"	N84°23'07"E	53.71'	26.99'	275.00'	53.80'	C8	7°55'08"	S86°01'49"W	31.07'	15.57'	225.00'	31.10'
C4	11°12'31"	N84°23'07"E	43.95'	22.08'	225.00'	44.02'	C9	11°04'54"	S44°54'16"W	98.87'	87.02'	60.07'	116.13'
C5	7°55'08"	N86°01'49"E	31.07'	15.57'	225.00'	31.10'	C10	11°04'54"	S45°00'16"E	98.87'	87.02'	60.07'	116.13'

Santa Cecilia Subdivision

Subdivision Case No. 2017-0433F





City of San Luis

Development Services

July 11, 2017

Nieves Riedel
PO BOX 1649
San Luis, AZ 85349

Re: Subdivision Case No. 2017-0334P/Santa Cecilia

City staff has reviewed Santa Cecilia Subdivision Final Plat and has the following comments:

City Engineer:

Final Plat –

1. Submit documents for dedication of site triangle and drainage easement to be dedicated on Lot 1B.
2. Submit CC&R's and title report.

Paving and Grading Details-

1. Pavement Sections as shown on details A, B, C and D do not match those shown on City of Yuma Standard Details.

Water and Sewer Plans-

1. ADEQ Engineer's Design Report and Approval to Construct to be submitted.

Drainage Report-

1. Flows for combined drainage areas do not appear to have been added to the table of street flow capacities. Add to table and revise drainage improvements if needed.

Also note that Sheets 1, 2, 4 and 5 are still titled "Preliminary..."

Public Works Department:

Final Plat

1. Add visibility triangle on SE corner of Jett St and Avenue F.

2. Add dedication wording to allow for a 36" non-obstruction/non-construction easement around fire hydrants, one for 12" around water meters, and one for 24" around street lights. Sample attached.

Improvement Plans –

1. The City is working on street light guidelines so final street light design on residential and perimeter streets shall incorporate such input from the City. Coordination with APS is also necessary.
2. Pavement section shall be per COY standard details 2-031 and 2-050.
3. Show relevant construction notes on all sheets.
4. Include storm drain system details such as headwall(s) and rip-rap.
5. Minimum size for storm drain pipes on public right of way shall be 18".
6. Additional storm drain manhole shall be included at the 90 degree bend on Co. 247th Street.
7. Show all needed paving crown transitions next to valley gutters.
8. Show existing and new street slopes along County 24th Street, Aracely and Avenue F.
9. Use Clow or Waterous WB-67 fire hydrants.
10. All fittings to have Mega Lug or approved equal mechanical restraints and vertical bends to be MJ restrained at the bends plus one additional restraint 20' upstream and downstream of the bend.
11. Remove "preliminary" from plans title block
12. Include sewer connection detail for manhole on 19th Avenue and County 24th. Will it require core drill?

Planning and Zoning Department:

1. Protective Fence missing along the north side of the commercial property at the corner of Avenue F and County 24 Street- §3.22 of the Subdivision Regulations and City Code §152.107(E)(10)
2. Deferred Landscape Plans will be submitted - refer to City Code §152.295 through §152.300 for Landscape Regulations.
3. Subdivision development plan is required when the subdivision is developed in phases as per Subdivision Regulations §4.4(1)
4. As per Subdivision Regulations §5.3(2), names, without abbreviations, of all existing and proposed streets are required. Plans still shows "Jenkins E. Avenue", the "E." should be removed or the full name spelled out.
5. Lot area table must match the lot dimensions shown in the plat.
6. If necessary, applicant must sign the Improvement Districts petitions required for a subdivision.

Please be advised that the comments made here are tentative in nature. Until all documentation, information, and drawings are submitted and approved in final form, and all

permits for construction are approved and issued, the City of San Luis reserves the right to make further comment or require further information or submissions. Any construction which occurs prior to issuance of proper permits is occurring in contravention of the ordinances of the City, and is occurring at the risk of the Developer.

Thank you,

A handwritten signature in blue ink, appearing to read "Jose A. Guzman". The signature is fluid and cursive, with a long, sweeping underline that extends to the right.

Jose A. Guzman
Acting Planning and Zoning Director

DEDICATION

STATE OF ARIZONA
COUNTY OF YUMA

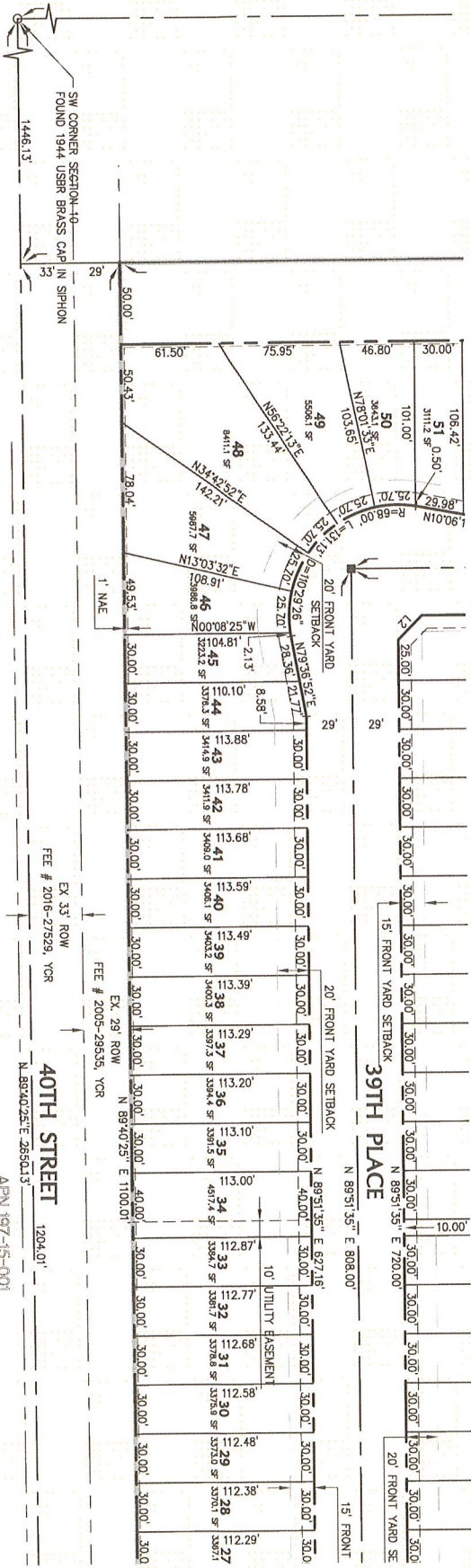
KNOW ALL MEN BY THESE PRESENTS, THAT SMOKE TREE DESERT LAND COMPANY, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, HAS CAUSED THE FOLLOWING DESCRIBED PROPERTY: THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 9 SOUTH, RANGE 22 WEST, GULF & SALT RIVER BASE & MERIDIAN, YUMA COUNTY, ARIZONA, AS PLATTED HEREON TO BE SUBDIVIDED INTO LOTS, STREETS AND TRACTS UNDER THE NAME "DESERT SKY UNIT No. 1" AND HEREBY DECLARES THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, STREETS AND TRACTS UNDER SAID "DESERT SKY UNIT No. 1" AND THAT THE LOTS SHALL BE KNOWN BY THE NUMBER, THE STREETS BY THE NAME AND THE TRACTS BY THE LETTER GIVEN EACH RESPECTIVELY ON SAID PLAT AND THAT SMOKE TREE DESERT LAND COMPANY, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, HEREBY DEDICATES THE STREETS SHOWN HEREON TO THE CITY OF YUMA FOR THEIR USE AND BENEFIT, TO BE USED AS A HIGHWAY FOR THE PURPOSES OF A NON-PROFIT CORPORATION, FOR THEIR MAINTENANCE, USE FOR RETENTION BASIN AND THE COMMON USAGE OF THE LOT OWNERS OF "DESERT SKY UNIT No. 1". THE EASEMENTS ARE DEDICATED FOR THE PURPOSES SHOWN HEREON. A THREE FOOT NON-CONSTRUCTION AND NO OBSTRUCTION EASEMENT FROM THE FURTHEST PROJECTION ON ANY SIDE OF ALL FIRE HYDRANTS IS HEREBY GRANTED.

IN WITNESS WHEREOF, SMOKE TREE DESERT LAND COMPANY, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, HAS CAUSED ITS COMPANY NAME TO BE SIGNED AND ITS COMPANY SEAL TO BE AFFIXED AS ATTESTED BY THE SIGNATURE OF BRIAN L. HALL, ITS MANAGER, HEREUNTO DULY AUTHORIZED ON THIS _____ DAY OF _____, 2018

BRIAN L. HALL, MANAGER
SMOKE TREE DESERT LAND COMPANY, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY

APN 197-15-001
ZONING AQ

15'-20' FRONT YARD SETBACK
10' FRONT YARD SETBACK ON LOTS 27B-





June 27, 2017

SUBDIVISION CASE NUMBER: 2017-0433F

CASE SUMMARY: A request by Nieves Riedel, on behalf of R&G Associates, LLC, for the Final Plat approval for Santa Cecilia Subdivision. This subdivision will contain approximately 34.63 acres and is proposed to be divided into 163 lots and 1 tract, lots ranging in size from approximately 6,000 square feet to 10,695.72 square feet. The property is located at the northeast corner of County 24th Street and Avenue 'F'. Assessor's Parcel No. 227-10-010, San Luis, Arizona.

PUBLIC MEETING: JULY 11, 2017

COMMENTS DUE: JULY 3, 2017

Your comments on this case will help us prepare an accurate and timely staff report. Your comments on this case will be inserted "as is" into the staff report with your name, department, and telephone number, should the applicant have any questions. Your comments are a public record and will be available to the public, media, and the applicant, in addition to the Commission hearing this case. Please complete the section below and return via e-mail. For additional information please contact me at 341-8563, extension 2014, or at jaguzman@cityofsanluis.org.

Thank you,

Jose A. Guzman
Acting Planning and Zoning Director
Attachment: Location Map, & Final Plat

.....
 COMMENTS NO COMMENTS

Enter Comments below:

The property is located near Rolle Airfield where aviation activity is expected to increase in the future. It is recommended to submit an Avigation Easement acknowledging aviation activities. Thank you for the opportunity to comment.

Date:

6/28/17

Agency:

Yuma County Airport Authority

Phone:

(928) 726-5882

Return to: rpacheco@cityofsanluis.org



June 27, 2017

SUBDIVISION CASE NUMBER: 2017-0433F

CASE SUMMARY: A request by Nieves Riedel, on behalf of R&G Associates, LLC, for the Final Plat approval for Santa Cecilia Subdivision. This subdivision will contain approximately 34.63 acres and is proposed to be divided into 163 lots and 1 tract, lots ranging in size from approximately 6,000 square feet to 10,695.72 square feet. The property is located at the northeast corner of County 24th Street and Avenue 'F'. Assessor's Parcel No. 227-10-010, San Luis, Arizona.

PUBLIC MEETING: JULY 11, 2017

COMMENTS DUE: JULY 3, 2017

Your comments on this case will help us prepare an accurate and timely staff report. Your comments on this case will be inserted "as is" into the staff report with your name, department, and telephone number, should the applicant have any questions. Your comments are a public record and will be available to the public, media, and the applicant, in addition to the Commission hearing this case. Please complete the section below and return via e-mail. For additional information please contact me at 341-8563, extension 2014, or at jaguzman@cityofsanluis.org.

Thank you,

Jose A. Guzman
Acting Planning and Zoning Director
Attachment: Location Map, & Final Plat

.....
 COMMENTS NO COMMENTS

Enter Comments below:

The Economic Development Strategic Plan encourages large lots housing and residential development.

Date:

6/29/2017

Agency:

Community Development Department

Phone:

(928) 341-8584

Return to: rpacheco@cityofsanluis.org



AGENDA ITEM REVIEW FORM

Work Session**2.C.****Meeting Date:** 07/19/2017**Department Head:** Jose A. Guzman, Acting Planning & Zoning Director, Planning & Zoning Department**Submitted By:** Jose A. Guzman, Acting Planning & Zoning Director, Planning & Zoning Department**Action Requested:** Discussion Item - No Action to be Taken

ITEM:

Discussion on any and all matters regarding Text Amendment Case No. 2017-0339. A request by the City of San Luis for a text amendment to the San Luis City Code, Chapter 152 Zoning Regulations §152.262, Administration of Sign Regulations, §152.262(F) Variances to allow the use of a Conditional Use Permit in addition to the Variances to allow relief from design standards. **(Jose A. Guzman, Acting Planning and Zoning Director)**

SUMMARY:

On April 26, 2017, staff presented to City Council the case of a submittal for a building permit proposing the construction of a sign on the front of the building that would extend above the roof line. Such sign above the roof line is not permitted under the standards and criteria for permanent on-site signage as established at Table No.16 in Chapter 152 of the City Code of the City of San Luis. Staff believes the current standards are appropriate to maintain proper esthetic standards which will enhance and preserve economic values in the City. Yet, on a case by case basis may be too restrictive and that sometimes may impede economic development. Using the procedure of a conditional use permit will allow the City to be certain that the use will be appropriate.

City Council agreed and instructed staff as a matter of policy to proceed with a staff-initiated amendment to the Zoning Regulations of the City of San Luis to amend Section 152.262 of the City Code of the City of San Luis to allow deviation from the standards and criteria of Table No. 16 by conditional use permit. This is the staff-initiated text amendment to the Zoning Regulations.

RECOMMENDATION / SUGGESTED MOTION:

This field will be officially filled in by your Legal Department

Supporting information not attached to the Agenda Item Review Form:

N/A

Document to be Recorded?: No

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	N/A
CITY/STATE/FEDERAL FUNDS:	N/A
TOTAL:	N/A

BUDGETED AMOUNT: N/A

AVAILABLE AMOUNT TO TRANSFER: N/A

ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: N/A

FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):

N/A

Attachments

Proposed Text Amendment

**TEXT AMENDMENT CASE NO. 2017-0339
CONDITIONAL USE PERMIT FOR SIGNS
CITY OF SAN LUIS CODE- ZONING REGULATIONS
PROPOSED AMENDMENT BY STAFF**

Subsection 152.262 (F) of the San Luis City Code entitled “Variances” is hereby amended to allow the use of conditional use permits as an alternative procedure to provide for relief from design standards to read as follows:

(F) Variances **and Conditional Use Permits**. Variances **or Conditional Use Permits** may be granted by the appropriate City Board as specified herein, to allow relief from the design standards specified by this chapter. However, no relief shall be granted to permit the erection of signs which are prohibited by §§ 152.256(D) and 152.260(D).

(1) Requests for variances from the design criteria of this chapter, such as, but not limited to, the setback, size, height, location, spacing, and number of signs, as well as the requirements pertaining to the manner of keeping, shall be considered by the City of San Luis Board of Adjustment. Such variance requests, as well as any appeal from an interpretation made by the Zoning Administrator, shall be considered in accordance with the requirements and criteria of the zoning ordinance. However, since it is the intent of this chapter to secure the gradual and eventual elimination, rather than expansion, of nonconforming signs and sign structures, the Board of Adjustment shall not grant any variance to increase the degree of nonconformity for any existing signage.

(2) Requests for variances from the structural or mechanical requirements of any building code as may be adopted by the city, or any appeal from an interpretation made by the Building Official, shall be considered by the appropriate board, such as the Board of Appeals or the Planning and Zoning Commission in accordance with their adopted procedures.

(3) Request for a conditional use permit shall be considered by the City Council in accordance with §152.043. A conditional use permit to allow a sign projecting above the roofline of a building shall be permitted only after review and approved by the City Council.



AGENDA ITEM REVIEW FORM

Work Session

3.A.

Meeting Date: 07/19/2017

Department Head: Jose A. Guzman, Acting Planning & Zoning Director, Planning & Zoning Department

Submitted By: Jose A. Guzman, Acting Planning & Zoning Director, Planning & Zoning Department

Action Requested: Discussion Item - No Action to be Taken

ITEM:

Discussion and possible directions to staff on any and all matters regarding procedures for Model Homes. **(Jose A. Guzman, Acting Planning and Zoning Director)**

SUMMARY:

The City of San Luis typically does not allow construction of homes until the subdivision improvements have been installed, inspected, approved and accepted by the City. However, the current Zoning Regulations allows model homes or temporary sales office pertaining to the sale of homes being constructed in the immediate subdivision as a temporary use. A developer is requesting a permit to allow model homes in a subdivision that is under construction.

In an effort to assist in marketing the product earlier in the subdivision development process, staff believes this is the time to establish procedures and regulations to permit construction of model homes and/or installation of temporary sales office in a subdivision prior to the subdivision improvements being 100% complete and accepted by the City.

RECOMMENDATION / SUGGESTED MOTION:

Discussion and possible directions to staff only, no action.

Supporting information not attached to the Agenda Item Review Form:

N/A

Document to be Recorded?: No

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: N/A

CITY/STATE/FEDERAL FUNDS: N/A

TOTAL: N/A

BUDGETED AMOUNT: N/A

AVAILABLE AMOUNT TO TRANSFER: N/A

ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: N/A

FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):

N/A

Attachments

Model Homes Policies 7/19/2017

Agreement for Model Homes 7/19/2017

R1-6

Temporary Use Permit

CITY OF SAN LUIS
PLANNING AND ZONING DEPARTMENT
POLICIES AND PROCEDURES

SUBJECT: Temporary Use and Building Permits for Model Homes and Temporary Sales Office

EFFECTIVE DATE: <DATE>

ISSUE:

Can building permits be issued for model homes and/or sales trailers prior to the subdivision improvements being 100-percent complete and accepted by the City?

PURPOSE:

To establish procedures to allow construction of model homes and/or installation of temporary sales office in a subdivision prior to the subdivision improvements being 100-percent complete and accepted by the City.

SCOPE:

This policy shall apply to issuance of temporary use and building permits for model home and/or sales office in residential subdivisions.

BACKGROUND:

Historically, issuance of building permits for sales offices and/or model homes was not permitted until construction of the subdivision was complete. However, the current Zoning Regulations allows model homes or temporary sales office pertaining to the sale of homes being constructed in the immediate subdivision as a temporary use. In an effort to assist in marketing the product earlier in the subdivision development process, staff has created this method to allow construction of model homes and/or temporary sales office.

POLICY:

For the purpose of building permits for model home or temporary sales office, the following shall apply:

1. This policy shall not apply to land partitions.
2. A temporary use permit and any applicable building permits shall be obtained prior to the construction/installation of any model home and/or temporary sales office.
3. A maximum of one model home is allowed for subdivisions with 1 to 10 lots, two model homes for subdivisions with 11 to 20 lots, and no more than four model homes for subdivisions with 21 or more lots. The determination of the number of allowed building permits for model homes will be made based on the final plat application in progress and not on later final plat applications in a phased plan.

4. The applicant shall have a registered professional surveyor stake the model home foundation to demonstrate to the building inspector that the structure will be placed consistent with the final plat approval.
5. The Public Works Director or his/her designee shall determine which lots are available for model home construction and/or temporary sales offices. The lots shall be within close proximity to a pre-existing arterial, collector, or other pre-existing public street as acceptable to the Public Works Director.
6. All street for emergency access and water supply for fire protection should be in accordance with the requirements of the Fire Department.
7. A demolition bond will be required when a developer requests to construct model homes in a subdivision that has not been recorded. This demolition bond is required to recover costs associated with removing the homes in the event the subdivision is not approved. The required bond amount will be \$15,000.00 dollars per home.
8. Building permits for model homes shall only be issued to the subdivision owner or his/her agent. In no case shall the number of building permits exceed that permitted by Section 3 of this policy.
9. The applicant shall submit a written statement in a form approved by the City Attorney that holds the City of San Luis harmless of any consequences that would arise by allowing issuance of building permits for model homes and sales facilities. All cost to remedy problems that arise shall be borne by the applicant. Approval of the building permit(s) for one or more model homes shall not be construed to mean that the public improvements are defect-free, complete, or accepted by the City or that the development is in compliance with any City code or requirements.
10. No connection of the model home or temporary sales office to any water, sanitary, or storm sewer utility shall be allowed unless the system(s) are deemed substantially complete by the Public Works Director or his/her designee.
11. No residential occupancy shall be allowed until a notice of completion of the public improvements is obtained from the Public Works Department.
12. No occupancy or use of a temporary sales office shall be allowed until a temporary use permit and a temporary certificate of occupancy has been issued. Temporary sales office shall be removed upon expiration of the temporary use permit.

QUESTIONS: Questions regarding application of this policy should be directed to the Planning and Zoning Department.



CITY OF SAN LUIS

Planning and Zoning Department

Agreement for Model Homes and Temporary Sales Offices

_____, requests a
(Owner/Agent)

building permit on _____ in
(Lot Number or Address)

_____ Subdivision/Development,
(Subdivision/Development Name)

I, _____, **agree to and understand the following conditions:**
(Owner/Agent)

1. That a temporary use permit must be obtained from the Development Services Division. That if the building is to be used as a sales office, a temporary certificate of occupancy is issued prior to such use, and occupancy.
2. That not all improvements for the subdivision are complete at the time the building permit is issued. That approval of building permit(s) for one or more model homes does not mean that the public improvements are defect-free, complete or accepted by the City, or that the development is in compliance with any City code or requirement.
3. That all streets for emergency access and water supply for fire protection shall be in accordance with the requirements of the Fire Department.
4. That a demolition bond will be required when a developer requests to construct model homes in a subdivision that has not been recorded. This demolition bond is required to recover costs associated with removing the homes in the event the subdivision is not approved. The required bond amount will be \$15,000.00 dollars per home.
5. That all work authorized under the building permit is done at my risk and any work not in conformity with applicable codes and regulations shall be removed, altered or corrected at my expense.
6. That no occupancy of the building(s) as a residence will be permitted until the City certifies that all the public utilities are complete, operational and accepted, and that the building cannot be represented as ready for occupancy until the City has issued a certificate of occupancy.
7. That I shall have a registered professional surveyor stake the model home foundation(s) to demonstrate, to the building inspector, that the structure will be placed consistent with the final plat approval.

8. That I shall be responsible for location of any utility connections and no connection to any water, sanitary or storm sewer utility shall be allowed unless the system(s) are deemed substantially complete.

Owner/Agent

Signature

Date

Planning and Zoning Director or Designee

Signature

Date

Revised July 2017

- c: City Attorney
Public Works Director
Building Plans Examiner
Fire Inspector

§ 152.078 “R1-35”, “R1-20”, “R1-12”, “R1-8”, “R1-6” AND “R1-5” LOW AND MEDIUM DENSITY RESIDENTIAL ZONING DISTRICTS.

(D) *Temporary uses - “R1-35”, “R1-20”, “R1-12”, “R1-8”, “R1-6” and “R1-5” zoning districts.*

(1) Model homes or temporary sales office pertaining to the sale of homes being constructed in the immediate subdivision. In the review for a model home or sales office, the city may consider lighting, landscaping, hours of operation, signage, parking, duration, and neighborhood impact. Approval may be granted for a two year period, or until all lots in the subdivision are sold, whichever occurs first.

(2) Temporary construction site trailer pertinent to the construction of the homes and public improvements within the immediate subdivision.

(3) Temporary uses such as revivals, carnivals, circus, auctions, holidays or seasonal boutiques or tree lots in conjunction with appropriate dust control abatement.

(4) Garage sales are limited to three consecutive days conducted no more frequently than three times per year per residential location. Sales of this nature occurring beyond these limits are prohibited.

§ 152.044 TEMPORARY USE PERMITS.

(A) *Purpose.* The temporary use permit is a mechanism by which the city may allow a use to locate within the city on a short-term basis and by which it may allow seasonal or transient uses not otherwise allowed. Permanent structures shall not be permitted under a temporary use permit. Permissible temporary uses are those delineated within the individual zoning districts of this chapter. Prior to conducting or establishing a temporary use, a temporary use permit must be approved and secured from the City Zoning Administrator.

(B) *Pre-application.* Before the city shall accept any applications, the applicant may schedule and attend a pre-application meeting. The purpose of the pre-application meeting is to discuss, in general, the procedures and requirements for a temporary use permit pursuant to these regulations.

(C) *Application.*

(1) All applications shall be filed with the Zoning Administrator on a form provided by the city and shall be accompanied by the required fee and all required materials as outlined in this chapter and/or on the application. Depending upon the specific circumstances of the temporary use additional materials may be required by the city in order to adequately review the application. Only complete applications shall be accepted.

(2) Every temporary use permit issued shall be applicable only to the specific use, specific person, entity or organization, and to the specific property for which it is issued.

(3) Approval of the temporary use permit by the city does not waive any other county or state approvals that may be required.

(D) *Submittal requirements.* All temporary use permit applications shall comply with the submittal requirements as outlined on the application form obtained from the city and shall be submitted to the Zoning Administrator not less than 15 days nor more than 30 days prior to the desired start date of the temporary use permit.

(E) *Procedures.*

(1) The Zoning Administrator shall review the application in accordance with the criteria outlined below in division (F) of this section. The Zoning Administrator shall solicit review comments in accordance with general review procedures.

(2) The Zoning Administrator shall not approve or modify and approve an application for a Temporary Use Permit unless the following criteria, specific regulations, and time limitations are met.

(3) If the Zoning Administrator denies the temporary use permit, the applicant may appeal the Administrators' decision to the Board of Adjustment.

(F) *Approval criteria.* The Zoning Administrator or, upon appeal, the Board of Adjustment shall have the authority to require such reasonable conditions as necessary to protect the public health, safety and general welfare and to ensure that the use, value and qualities of the neighborhood surrounding the proposed location will not be adversely affected. Approval shall be based on the review of the following criteria:

(1) *Traffic.* The location of the temporary use and any temporary structure is such that adverse effects on surrounding properties will be minimal with regards to the type of traffic generated, the amount of traffic generated, or the impact upon the traffic circulation in the area.

(2) *Parking and access.* Adequate off-street parking will be provided to serve the use without displacing the required off-street parking spaces or loading areas of the principal permitted use on the site. The entrance and exit drives will be designed to prevent traffic hazards and nuisances.

(3) *Signage.* Signage for temporary uses shall only be displayed within the time frame for which the temporary use permit is valid and only with a sign permit issued in accordance with this chapter.

(4) *Number on parcel.* Only one temporary use permit shall be permitted per parcel or lot at any given time.

(G) *Validity limit.*

(1) The temporary use permit shall be valid for the use for which the permit was granted for the length of time indicated on the permit as long as the use is in compliance with the conditions of approval and other applicable ordinances.

(2) A temporary use permit for a temporary structure shall be limited to a period of time not to exceed six months from the date of approval unless otherwise outlined in this chapter. The temporary use permit may be renewed provided that the property owner submits satisfactory evidence to the Zoning Administrator that the need for such temporary structure continues to exist.

(3) In no case, shall the termination date of a temporary use permit be automatically extended as a result of a delay on the applicant's part to comply with the conditions stipulated in the temporary use permit.

(4) Time extensions for a temporary use permit shall be processed in the same manner as the original permit.

(Ord. 312, passed 4-11-2012)