



## **NOTICE OF REGULAR PLANNING AND ZONING COMMISSION MEETING**

In accordance with Section 38-431.01 of the Arizona Revised Statutes of the State of Arizona, notice is hereby given to the Members of the Planning and Zoning Commission and to the general public that the Planning and Zoning Commission of the City of San Luis, Arizona will hold a Regular Planning & Zoning Commission Meeting at 7:00 p.m., Tuesday, September 8, 2020. The meeting 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 East 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/ Roman Pacheco, Planning Technician

## **AVISO DE JUNTA REGULAR DE LA COMISIÓN DE PLANEACIÓN Y ZONIFICACIÓN**

De acuerdo a la Sección 38-431.01 de los Estatutos Revisados del Estado de Arizona, se les informa a los Miembros de la Comisión de Planeación y Zonificación y al público en general que la Comisión de Planeación y Zonificación de San Luis, Arizona, tendrán una junta regular a las 7:00 p.m., el día Martes 8 de Septiembre del 2020. La junta se llevará a cabo en la Cámara del Consejo de la ciudad, ubicado en el 1090 East Union Street, San Luis, Arizona, 85349. El público esta cordialmente invitado.

De acuerdo con el Acta de Americanos con Discapacidades y la Sección 504 del Acta de Rehabilitación de 1973, la Ciudad de San Luis 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 a: Coordinador del Acta de Americanos con Discapacidades/Sección 504, Departamento de Recursos Humanos de la Ciudad de San Luis, 1090 Este Calle Unión, San Luis, Arizona, 85349; (928) 341-8520.

Por medio de éste aviso y de acuerdo con los Estatutos Revisados del Estado de Arizona, sujeto a ciertas excepciones reglamentarias, los padres de familia tienen el derecho de dar o no dar el consentimiento ante el Estado o alguna subdivisión política grabe a un menor de edad, ya sea en audio o video. Las juntas del Concilio 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 solicitar por escrito a la Secretaria de la Ciudad dicha grabación, o tomar acción personal para asegurarse que su hijo/hija 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 el Estatuto Revisado del Estado de Arizona §1-602.A.9.

ESTE AVISO ES DADO POR:

/f/ Roman Pacheco, Técnico en Planeación



**AGENDA**  
**Planning & Zoning Commission**  
**Regular Meeting**  
**San Luis Council Chambers**  
**1090 E. Union Street**  
**San Luis, AZ 85349**  
**Tuesday, September 8, 2020**  
**7:00 P.M.**

The September 8, 2020, Regular Planning and Zoning Commission meeting, for the safety of the public during the COVID-19 pandemic, will not have in-person attendance for members of the public.

However, members of the public may listen to the meeting's live audio stream on the City of San Luis' website <https://sanluisaz.gov/listenlive>. Recordings of the meetings will be available on the City's website <https://sanluisaz.gov/listenlive> after the meeting.

Public comment will be limited to the public hearing on any and all matters regarding Rezoning Case No. 2020-0474. A request by Edais Engineering, on behalf of Riedel Holdings, LLC, owner, to rezone 10.51 acres from Medium Residential (R1-12) to Low Density Residential (R1-20) zoning district. The property is located at Quintero Avenue & County 22nd Street. The city will receive public comments by email [P&Z@sanluisaz.gov](mailto:P&Z@sanluisaz.gov) for Planning and Zoning consideration any time before the meeting and during the meeting, which is scheduled to start at 7:00 p.m. on September 8, 2020. Any emails comments received will be read aloud into the record. If you are planning to attend the meeting electronically please contact the Planning and Zoning Department in advance to provide you with instructions at (928) 341-8563.

Open meetings conducted remotely through technological means are permissible under the March 13, 2020, Arizona Attorney General opinion titled, "Re: Concerns Relating to Arizona's Open Meeting Law and COVID-19" and following the Mayor's March 18, 2020, Continued Declaration of Emergency and Amended Order-Coronavirus Disease-19 and City Council's Order 2020-7 which closed all city buildings and facilities (except the Municipal Court) to public access, to protect the public health and safety and reduce the transmission of the Coronavirus Disease 2019 (COVID-19). City Council Chambers will be closed to the public.

La reunión regular del la Comisión de Planeación y Zonificación del día 8 de Septiembre del 2020 estará cerrada al publico.

Sin embargo, los miembros del público pueden escuchar el audio en vivo de la reunión transmitido en el sitio web de la Ciudad de San Luis <https://www.sanluisaz.gov/listenlive>. Las grabaciones de las reuniones estarán disponibles en el sitio web de la Ciudad <https://www.sanluisaz.gov/> después de la reunión.

Los comentarios públicos se limitarán a la audiencia pública sobre la Rezonificación del Caso No. 2020-0474 una petición de Edais Engineering, Inc., de parte de la compañía de construcción Riedel Holdings, LLC, para cambiar la clasificación de zonificación de 10.51 acres de Media Densidad(R1-12) a Baja Densidad (R1-20) para la propiedad ubicada en Quintero Avenue y County 22nd Street. La ciudad recibirá comentarios públicos por correo electrónico: [P&Z@sanluisaz.gov](mailto:P&Z@sanluisaz.gov) para consideración de la Comisión de Planeación y Zonificación en cualquier momento antes de la reunión y durante la reunión, que está programada para

comenzar a las 7:00 p.m. el martes 8 de Septiembre del 2020. Cualquier comentario por correo electrónico recibido se leerá en voz alta para ser documentado.

Las reuniones abiertas realizadas de forma remota a través de medios tecnológicos están permitidas bajo la opinión del Fiscal General de Arizona del 13 de marzo de 2020 titulada "Re: Preocupaciones relacionadas con Open Meeting Law de Arizona y COVID-19" y después de la Declaración de Emergencia Continua del 18 de marzo de 2020 del alcalde y Orden modificada-Enfermedad de Coronavirus-19 y Orden del Ayuntamiento 2020-7 la cual cerró todos los edificios e instalaciones de la ciudad (excepto en la Corte Municipal) al acceso público, para proteger la salud y la seguridad pública y reducir la transmisión de la Enfermedad de Coronavirus 2019 (COVID- 19). Las Sala del Cabildo del Ayuntamiento estará cerrada al público.

**MEMBERS OF THE SAN LUIS PLANNING & ZONING COMMISSION WILL ATTEND EITHER IN PERSON, TELEPHONE, OR VIDEO CONFERENCE COMMUNICATION.**

**1. CALL TO ORDER/ROLL CALL**

**2. PLEDGE OF ALLEGIANCE**

**3. CONSENT AGENDA**

All matters are considered to be routine by the Planning & Zoning Commission and will be enacted by one motion. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

**3. A. APPROVAL OF MINUTES**

-Regular Planning and Zoning Commission meeting held August 11, 2020

**4. PUBLIC HEARINGS** – the Planning & Zoning Commission will be considering a vote or action on the following cases. Any vote or action will be considered separately for each case.

**4. A.** Public hearing followed by discussion and possible action on any and all matters regarding Rezoning Case No. 2020-0474. A request by Edais Engineering, on behalf of Riedel Holdings, LLC, owner, to rezone 10.51 acres from Medium Residential (R1-12) to Low Density Residential (R1-20). The property is located at the northeast corner of County 22nd Street and the East Main Canal.

A. Open public hearing

1. Staff presentation
2. Call to the Public on this item

B. Close public hearing

C. Action on Rezoning Case No. 2020-0474

**5. ITEMS REQUIRING DISCUSSION AND/OR ACTION** – the Planning & Zoning Commission will be considering a vote or action on the following cases. Any vote or action will be considered separately for each case.

**5. A.** Discussion and possible action on any and all matters regarding Subdivision Case No. 2020-0476P. A request by Vega & Vega Engineering, PLC, on behalf of Comite De Bienestar Inc., AZ. Corp, owner, for the preliminary plat approval for Bienestar Estates 11 Subdivision to be located on the southeast corner of San Antonio Street and 19th Avenue.

A. Staff presentation.

B. Action on Subdivision Case No. 2020-0476P

**6. ADJOURNMENT**



## AGENDA ITEM REVIEW FORM

### Planning & Zoning Commission Meeting

3. A.

Meeting Date: 09/08/2020

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Summary

#### **APPROVAL OF MINUTES**

-Regular Planning and Zoning Commission meeting held August 11, 2020

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Attachments

Minutes August 11, 2020

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## MINUTES

REGULAR MEETING  
PLANNING AND ZONING COMMISSION  
SAN LUIS COUNCIL CHAMBERS  
1090 E. UNION STREET  
August 11, 2020  
7:00 PM

**1. CALL TO THE ORDER /ROLL CALL:** The meeting was called to order at 7:11 PM, by Chairman Marco A. Pinzon.

*No Pledge of Allegiance was held due to all had been connected through technological means.*

*Chairman, members of the Planning and Zoning Commission and some members of staff participated remotely.*

**PRESENT:**  
Chairman Marco A. Pinzon  
Commission Member Javier Barraza  
Commission Member Guillermina Fuentes  
Commission Member Veronica Zavala

**ABSENT:**  
Commission Member Hugo Garcia  
Commission Member Case Van Veen

**Others Present:**  
Jose A. Guzman, Director of Planning and Zoning  
Roman Pacheco, Planning Technician  
Kay Macuil, City Attorney  
Najeh Edais, Edais Engineering, Inc.  
Olivia Jenkins, Riedel Holdings, LLC.  
Tadeo A. De La Hoya, City Manager (remotely)

### **3. CONSENT AGENDA**

#### **3. A. APPROVAL OF MINUTES**

-Regular Planning and Zoning Commission meeting held July 14, 2020

**MOTION: Commission Member Javier Barraza / Commission Member Veronica Zavala** to approve the consent agenda as presented. The Motion passed unanimously.

The vote was as follows:

Chairman Marco A. Pinzon	Aye
Commission Member Javier Barraza	Aye
Commission Member Guillermina Fuentes	Aye
Commission Member Veronica Zavala	Aye

### **5. ITEMS REQUIRING DISCUSSION AND/OR ACTION**

**5. A. Discussion and possible action on any and all matters regarding Subdivision Case No. 2020-075P. A request by Edais Engineering, Inc., on behalf of Riedel Holdings LLC, property owner, for the preliminary plat approval for Riedel Office Condominiums Subdivision to be located on Lot B-1 and B-2 of the Riedel Plaza Shopping Center, San Luis, Arizona.**

#### **A. Staff Presentation**

**Jose A. Guzman, Director of Planning and Zoning,** summarized staff report recommending approval of Subdivision Case No. 2020-075P for the preliminary plat of Riedel Office Condominiums Commercial Subdivision with the condition that the applicant addresses all comments on letter dated April 13, 2020.

**Chairman Pinzon** asked, "Is it going to be two buildings and one building is already there?" **Guzman** responded, "the first building of the west side is already under construction, the owner submitted a building permit to be as a regular building part of the Riedel Plaza but then it was decided to do it condominium style. The process should have been done first the subdivision plat and then the building permit."

**Chairman Pinzon** stated, "I see that there are two buildings with six units in which one building shows 5 units and the other one has 6 units." **Najeh Edais, Edais Engineering**, responded "both of them are six units." **Mr. Guzman** stated, "Each building is six units, staff has received updated plans which reflect 6 units on both buildings."

**Commission Member Barraza** stated, "On the letter addressed to the developer item no. 5 there is a question from the City Engineer. Does it require any separate lot or easement? There was a special use permit and a variance for a cell tower but not on that parcel, it was on the parcel to the west of this project. I was thinking if maybe they can cut the area of the tower and combine with the parcel on the west and make it part of the original parcel. Can something be added or talked about as part of the condition to fix this."

**Chairman Pinzon** asked Mr. Guzman, "If he knew what happen at the end of this process or what was agreed on this project." **Guzman** responded by recalling the conditional use permit was processed and then the applicant came to the city after the approval was requested to move the tower to the side because it was an empty lot. The director at that time made an executive decision allowing the action to occur. It was later determined by the City Attorney office that he did not have the authority to allow that change without going through the entire process. **Mr. Guzman** furthermore stated that he agrees with Commission Member Barraza as he mentioned this is an opportunity to fix the previous action.

**Commission Member Fuentes** asked if the applicant has a least met half of the comments from letter dated April 13, 2020. **Mr. Guzman** responded, "Yes, the applicant has address about 90 % of the comments, it is still under review by staff but most of the comments have been address." **Fuentes** asked, "Are we doing anything about the tower that Mr. Barraza mentioned." **Mr. Guzman** responded, that he has been talking to the applicant and the owner to see if they are willing to make this change during the process. **Barraza** asked Mr. Guzman, "If this is something that can be add to the recommendation or leave it as it is." **Mr. Guzman** responded, I am not sure if we can just add this as a condition as this was on a previous case." **Kay Macuil, City Attorney** responded, I would like to do some factual and legal research as to what exactly happen. I have heard from Mr. Gimbut former City attorney that yes it was allowed without going through P&Z

and City Council but it is status at this point, I would like to see where it is located and whether we can make that condition. At this point you can direct staff to study that possibility.

**B. Action on Subdivision Case No. 2020-075P.**

**MOTION:** Commission Member Javier Barraza / Chairman Pinzon to Approve Subdivision Case No. 2020-075P with the condition that the applicant addresses all comments on letter dated April 13, 2020 with addition to direct staff research the situation of tower if it is appropriate to fix it or leave it as non-conforming use. Motion passed unanimously.

The vote was as follows:

Chairman Marco A. Pinzon	Aye
Commission Member Javier Barraza	Aye
Commission Member Guillermina Fuentes	Aye
Commission Member Veronica Zavala	Aye

**5. B. Discussion and possible action on any and all matters regarding Subdivision Case No. 2020-076F. A request by Edais Engineering, Inc., on behalf of Riedel Holdings LLC, property owner, for the preliminary plat approval for Riedel Office Condominiums Subdivision to be located on Lot B-1 and B-2 of the Riedel Plaza Shopping Center, San Luis, Arizona.**

**A. Staff Presentation**

**Jose A. Guzman, Director of Planning and Zoning,** summarized staff report recommending approval of Subdivision Case No. 2020-076F for the preliminary plat of Riedel Office Condominiums Commercial Subdivision with the condition that the applicant addresses all comments on letter dated April 13, 2020.

**Chairman Pinzon** asked if one condition is missing in the recommendation letter does the item go to council or would the item have to be held until they are all completely met. **Mr. Guzman** responded, "They have to be all addressed, maybe they do not have to be completed, but as long as staff is ok with how they are going to meet the conditions, we will present it to council. And if any conditions

are going to be addressed from the approval of the council or during the construction, we will add those conditions for council approval.”

**Commission Member Guillermina Fuentes** stated, “I think the conditions must be met before going to council for final plats. If they do compromise, they will be doing what needs to be done.

**Chairman Pinzon** asked, “So for example if this project gets approved but one aspect is not completed on the date of extension or the allotted date, does the license get pulled or everything gets shut down? **Mr. Guzman** responded, “The actual plans or the actual document of the plat all the comments are addressed before they go to council. For example, the CC&R’s needs to be recorded with the plat we usually review before the recording of the plat and not before the council approval. All the specific on the plat would be addressed before presented to council.”

#### **B. Action on Subdivision Case No. 2020-076F.**

**MOTION: Commission Member Javier Barraza / Commission Member Guillermina Fuentes** to forward Subdivision Case No. 2020-076F to City Council with recommendation of approval subject to the applicant addressing review comments letter dated April 13, 2020 before scheduling this item to be presented to City Council.

The vote was as follows:

Chairman Marco A. Pinzon	Aye
Commission Member Javier Barraza	Aye
Commission Member Guillermina Fuentes	Aye
Commission Member Veronica Zavala	Aye

#### **7. ADJOURNMENT**

**MOTION: Commission Member Javier Barraza / Commission Member Guillermina Fuentes** to adjourn the Regular Planning and Zoning Commission meeting at approximately 7:36 p.m. Motion passed unanimously.

APPROVED:

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Marco A. Pinzon, Chairman

ATTEST:

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Roman Pacheco, Planning Technician

CERTIFICATION

I HEREBY CERTIFY THAT THE FOREGOING MINUTES ARE A TRUE AND CORRECT COPY OF THE MINUTES OF THE PLANNING AND ZONING COMMISSION, SAN LUIS, ARIZONA HELD ON AUGUST 11, 2020. I FURTHER CERTIFY THAT THE MEETING WAS DULLY CALLED AND HELD AND THAT A QUORUM WAS PRESENT.

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Roman Pacheco, Planning Technician



## PLANNING & ZONING AGENDA ITEM REVIEW FORM

### Planning & Zoning Commission Meeting

4. A.

**Meeting Date:** 09/08/2020

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

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#### ITEM:

Public hearing followed by discussion and possible action on any and all matters regarding Rezoning Case No. 2020-0474. A request by Edais Engineering, on behalf of Riedel Holdings, LLC, owner, to rezone 10.51 acres from Medium Residential (R1-12) to Low Density Residential (R1-20). The property is located at the northeast corner of County 22nd Street and the East Main Canal.

- A. Open public hearing
  - 1. Staff presentation
  - 2. Call to the Public on this item
- B. Close public hearing
- C. Action on Rezoning Case No. 2020-0474

#### BACKGROUND:

The subject property is Assessor Parcel ID No. 211-31-012 and is located east of the East Main Canal and north of County 22nd Street. The areas to the west, east and north are zoned as Rural Area Residential (RA-10) and are undeveloped and only the property to the west is being used for agricultural purposes. The area to the south is zoned as Medium Density Residential (R1-6) and is where the new residential subdivision Las Quintas de San Luis 2 is located.

#### GENERAL PLAN:

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

#### AGENCY REVIEW:

As part of the review process, all land use cases are reviewed by various city and outside agencies. As required by State Statute, staff sent notification letters to property owners within 300 feet of the proposed project (7 letters).

The City has not received any other significant concerns or objections from the various review agencies or adjacent property owners.

#### CITIZEN REVIEW MEETING:

As required by State Statute (A.R.S. §9-462.03) and City of San Luis Zoning Ordinance (City Code §152.040(C)), a Citizen Review meeting was held at City Hall on September 1, 2020, at 6:00 p.m., due to the pandemic, this meeting was conducted via teleconference. Notice of the meeting was sent to the adjacent neighbors, and they were able to connect to the meeting or send out questions or comments via email before the meeting. The intent of this meeting was to allow the public to learn about the project, ask questions and express any comments. There were no people from the public connected to the teleconference neither did the city received any comments or questions prior to the meeting.

**ANALYSIS:**

A development agreement for this project has been agreed on and will be presented to City Council prior to this item (Resolution No. 2058). Some of the conditions that were agreed on are the following:

1. A traffic study must be conducted. Owner agrees to pay said traffic study and provide any infrastructure needed according to the findings of the study.
2. Owner agrees to provide off-site drainage. Water retention/detention areas may be counted towards the 5% Open Space required by the Zoning Regulations (CC Chapter 152 Table No. 2). The required 5% for Las Quintas 3 Subdivision is 0.526 acres.
3. Owner agrees to provide a 10" water line and fire hydrants at least every 240 feet. And provide 54-foot right-of-way for Quintero Avenue.
4. Owner agrees to provide curb, gutter and sidewalk on the north side of County 22nd Street between Las Quintas De San Luis 3 subdivision and 10th Avenue.
5. Grading and erosion control shall comply with the 2003 International Building Code Appendix J standards for all aspects of the development including development of lots and the building of houses or other buildings.
6. Owner agrees to sign necessary improvement districts for the subdivisions of the rezoned parcel. Said districts to include a street lighting improvement district, a community facilities district, and a parkway district pursuant to A.R.S §48-572.
7. Owner agrees to assure ownership of necessary right-of-way for improvements.
8. Owner agrees to submit a complete full set of plans at the time of the preliminary plat application. Said plans to include plans for landscaping to comply with §152.298 of the Zoning Regulations. In the alternative for the provision of landscaping, Owner agrees to submit an engineer's cost estimate for compliance with landscaping to the satisfaction of the Public Works Director, and to pay to the City an amount equal to said estimate. Said monies to be used by City to provide future landscaping to city rights of way or other public property in or near the Property.

**SUMMARY:**

The applicant has provided the information and materials necessary for the review of the rezoning request.

Staff recommends approval of Rezoning Case No. 2020-0474 subject to the conditions set by in the Development Agreement approved by City Council in Resolution No. 2058 or any amendment thereof.

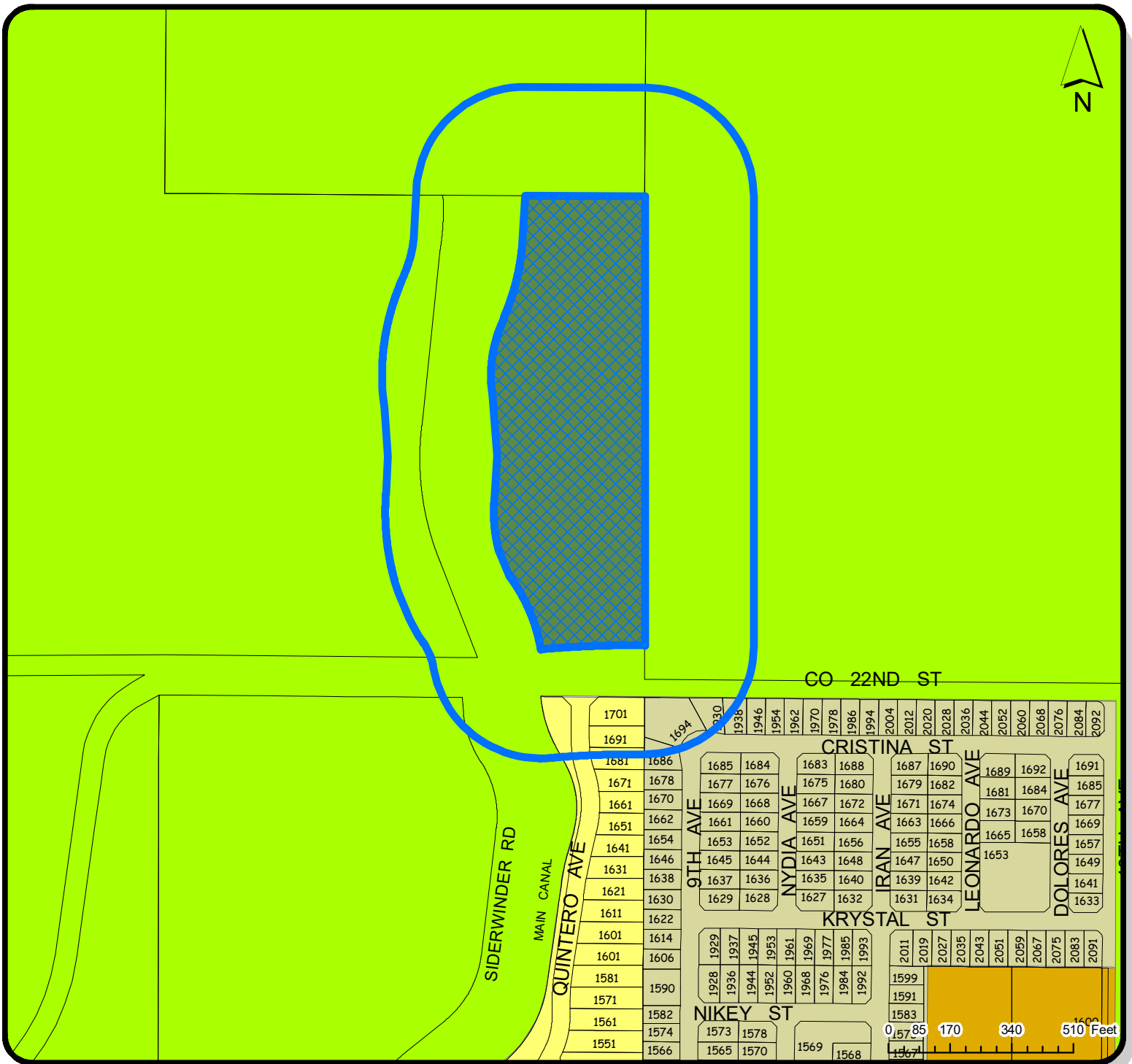
**RECOMMENDED MOTION:**

**I MOVE TO FORWARD REZONING CASE NO. 2020-0474 TO CITY COUNCIL WITH RECOMMENDATION OF APPROVAL WITH CONDITIONS AS PRESENTED BY STAFF.**

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**Attachments**



- Location Map
  - Conceptual Plan
  - Resolution No. 2058
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# LOCATION MAP

# REZONING

## LOCATION OF SUBJECT PROPERTY

-  PID:211-31-012
-  300ft Notification Area

## Zoning

- MULTIPLE RESIDENCE ZONING DISTRICTS**
-  R-2
-  R-3
- SINGLE RESIDENCE ZONING DISTRICTS**
-  R1-8
-  RA-10

**CASE #**  
**2020-0474**

 R1-12 TO  R1-20

**DATE:**  
8/6/2020

**PLANNING & ZONING**



**GIS**

**CREATED BY:**  
ISAAC GUTIERREZ

**CHECKED BY:**  
ROMAN PACHECO

**APPROVED BY:**  
JOSE A. GUZMAN



**WHEN RECORDED MAIL TO:**

**CITY OF SAN LUIS  
P.O. BOX 1170  
SAN LUIS, ARIZONA  
ATTN: CITY CLERK**

**2018-27126 RESOLUTION**  
10/30/2018 04:49:39 PM Pages: 15 Fees: \$13.00  
Requested By: CITY OF YUMA CLERKS OFFICE  
Recorded By: nvasquez  
Robyn Stallworth Piquette County Recorder, YUMA County AZ



The above area is to be reserved for recording information

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**CAPTION HEADING:**

**Resolution No. 2058**  
Las Quintas De San Luis 3 Development Agreement



# *Resolution*

NO. 2058

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA APPROVING LAS QUINTAS DE SAN LUIS 3 DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SAN LUIS, ARIZONA AND RIEDEL HOLDINGS, L.L.C.**

**WHEREAS**, Nieves Riedel, Riedel Holdings, L.L.C.; Owner, desires to enter into a development agreement for Las Quintas de San Luis 3 project to be located in San Luis, Arizona; and

**WHEREAS**, Edais Engineering, Inc. is agent for the Owner; and

**WHEREAS**, A.R.S. § 9-500.05 grants power to a municipality to enter into development agreements; and

**WHEREAS**, the parties desire to enter into such agreement; and

**WHEREAS**, the applicant and the city staff agreed to all matters in the City's proposed development agreement; and

**WHEREAS**, A.R.S. § 9-462.01 grants power to a municipality to impose conditions upon a change of zoning;

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the City of San Luis, State of Arizona, as follows:

**SECTION 1.** That the development agreement proposed by the staff of the City of San Luis, Arizona attached hereto as Exhibit "A", is hereby approved contingent upon rezoning to R1-12 passing;


**SECTION 2.** That the development agreement proposed by city staff is a condition upon rezoning to R1-12 if the rezoning passes.

**PASSED AND ADOPTED** by the Mayor and City Council of the City of San Luis, Arizona, this 10<sup>th</sup> day of October, 2018.

**APPROVED:**

  
\_\_\_\_\_  
Gerardo Sanchez, Mayor

**ATTEST:**

*For*  Deputy City Clerk  
\_\_\_\_\_  
Sonia Cornelio, City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Kay Marion Macuil, City Attorney

## LAS QUINTAS DE SAN LUIS 3 DEVELOPMENT AGREEMENT

### Rezoning Case Number 2018-0321

THIS DEVELOPMENT AGREEMENT (the “**Agreement**”) is entered into as of 10<sup>th</sup> day of October, 2018 (“**Effective Date**”) by and between the City of San Luis an Arizona municipal corporation (the “**City**”) and Nieves Riedel, Riedel Holdings, L.L.C., (the “**Owner**”). This Agreement is entered into pursuant to City Resolution Number 2058-Las Quintas de San Luis 3.

### RECITALS

A. WHEREAS, A.R.S. § 9-500.05 authorizes the City to enter into development agreements with landowners and persons having an interest in real property that is located in the City; and

B. WHEREAS, Nieves Riedel, Riedel Holdings, L.L.C.; Owner, owns approximately 10.52 acres located in the municipal limits of the City (the “**Property**”) real property located north of County 22 Street and east the East Main Canal is more specifically described herein; and

C. WHEREAS, Edais Engineering, Inc. is agent for the Owner; and

D. WHEREAS, the Owner has requested rezoning of the Property from Medium Density Residential (R1-6) to Medium Density Residential (R1-12); and

E. WHEREAS, this Agreement is consistent with the portions of the City’s General Plan applicable to the Property on the date this Agreement is executed; and

F. WHEREAS, this is a preliminary agreement solely to approve the Conceptual Plan and to outline some of the provisions to be included in plats and site plans submitted by the Owner in connection with the Development of the Property; and

G. WHEREAS, following additional revisions to the Conceptual Plan and submission to the City for review and approval, this Agreement shall be replaced by an Amended and Restated Development Agreement (“**Amended Agreement**”); and

H. WHEREAS, the City’s governing body has authorized execution of this Agreement by Resolution No. 2058, a draft of which is attached to this Agreement.

NOW, THEREFORE, the parties agree as follows:

1.4. Improvements shall mean and refer to all public and private improvements which may be constructed from time to time on the Property, including, without limitation, all structures, buildings, roads, driveways, parking areas, walls, landscaping and other improvements of any type or kind, or any other alteration of the natural terrain to be built by the Owner or the City, as the case may be, pursuant to the terms of the Amended Agreement.

1.5. Property as used in this Agreement shall mean and refer to all of the real property which is legally described in Exhibit A.

## **ARTICLE 2. DEVELOPMENT PLAN**

2.1. Duration of Development Agreement. The term of this Agreement shall be for a period of ten (10) years from date of execution.

2.2. Failure of Timely Performance. In the event that either party hereto fails to perform any of its obligations which are set forth in or contemplated by this Agreement in a timely manner, and should such failure not otherwise be excused by agreement of the parties or by the terms of this Agreement, such failure shall be considered to be a breach of this Agreement and the nonbreaching party shall have their respective remedies set forth in Section 6.3 of this Agreement.

2.3. Approval and Processing of Plans. The City hereby acknowledges and agrees that development of the Property may occur over a span of a number of years and will require the City's ongoing participation in the review and approval of modifications and amendments to any site plans, infrastructure plans, drainage plans, design plans, building plans, grading permits, building permits, archaeological and historic preservation review and disposition, and other plans, permit applications and inspections which are a part of the City's building and development requirements (hereinafter collectively called "**Approval Requests**"). City approves the Conceptual Plan attached hereto as Exhibit B for the development of the Property and agrees that said Plan can be built by Owner by complying with this Development Agreement and in accordance with City's rules regulations and ordinances, as amended from time to time, and that it is consistent with the General Plan of the City. Owner will be entitled to build the heights, densities, and intensity of uses as shown on Exhibit B, provided that Owner complies with all development and zoning processes, as amended from time to time. City agrees that in connection with all approvals required by the development and zoning processes relating to the development of the Property, no extraordinary plan or review requirements will be imposed on the Owner.

2.4. Review Process. The City acknowledges the necessity for expeditious review by the City of all plans and other materials ("**Submitted Materials**") submitted by the Owner to the City hereunder or pursuant to any zoning procedure, permit procedure, or other governmental procedure pertaining to the development of the Property and agrees to use its reasonable efforts accomplish such an expeditious review of the Submitted Materials whenever possible.

## **ARTICLE 3. SPECIAL PROVISIONS FOR INFRASTRUCTURE**

3.1 A traffic study must be conducted. Owner agrees to pay said traffic study and provide any infrastructure needed according to the findings of the study.

3.2 Owner agrees to provide off-site drainage. Water retention/detention areas may be counted towards the 5% Open Space required by the Zoning Regulations (Chapter 152 Table No. 2). The required 5% for Las Quintas 3 Subdivision is 0.526 acres.

3.3 Owner agrees to provide a 10" water line and fire hydrants at least every 240 feet. And provide 54-foot right-of-way for Quintero Avenue as shown in attachment A.

3.4 Owner agrees to provide curb, gutter and sidewalk on the north side of County 22<sup>nd</sup> Street between Las Quintas De San Luis 3 subdivision and 10<sup>th</sup> Avenue.

3.5 Grading and erosion control shall comply with the 2003 International Building Code Appendix J standards for all aspects of the development including development of lots and the building of houses or other buildings.

3.6 Owner agrees to sign necessary improvement districts for the subdivisions of the rezoned parcel. Said districts to include a street lighting improvement district, a community facilities district, and a parkway district pursuant to ARS §48-572.

3.7 Owner agrees to assure ownership of necessary right-of-way for improvements.

3.8 Owner agrees to submit complete full-set of plans at the time of the preliminary plat application. Said plans to include plans for landscaping to comply with §152.298 of the Zoning Regulations. In the alternative for the provision of landscaping, Owner agrees to submit an engineer's cost estimate for compliance with landscaping to the satisfaction of the Public Works Director, and to pay to the City an amount equal to said estimate. Said monies to be used by City to provide future landscaping to city rights of way or other public property in or near the Property.

3.9 The term of this agreement are in addition to City codes, rules, fees and regulations that are applicable to this action.

#### **ARTICLE 4. INDEMNIFICATION**

4.1. Owner agrees to defend, indemnify and hold harmless City, its officers, officials and employees ("**Indemnified Group**") for liability from and against claims, damages, losses and expenses of any nature whatsoever (including but not limited to reasonable attorney fees, court costs, the costs of appellate proceedings, and all claim adjusting and handling expense), relating to, arising out of, resulting from or alleged to have resulted from the Owner's acts, errors, mistakes or omissions relating to any action or inaction of the Owner under this Agreement, including but not limited to work or services in the performance of this Agreement by any subcontractor or anyone directly or indirectly employed by or contracting with the Owner or a subcontractor or anyone for whose acts any of them may be liable.

4.2. If any claim, action or proceeding is brought against the Indemnified Group, by reason of any event that is the subject of this Agreement, Owner (at its sole cost and expense) shall pay, resist or defend such claim or action on behalf of the Indemnified Group by the attorney of the Owner, or if covered by insurance, Owner's insurer, all of which must be approved by City, which approval shall not be unreasonably withheld or delayed. The City shall cooperate with all reasonable efforts in the handling and defense of such claim. Notwithstanding the foregoing, the City may engage its own attorney to defend or assist in its defense, and the Owner shall pay the reasonable costs and expenses thereof.

4.3. Any settlement of claims must fully release and discharge the Indemnified Group from any liability for such claims. The release and discharge shall be in writing and shall be subject to approval by the City, which approval shall not be unreasonably withheld or delayed. If Owner neglects or refuses to defend any of the Indemnified Group as required by this Agreement, any recovery or judgment against the Indemnified Group for a claim covered by this Agreement shall conclusively establish Owner's liability to the Indemnified Group in connection with such recovery or judgment. If the City desires to settle such dispute, the City shall be entitled to settle such dispute in good faith and Owner shall be liable for the amount of such settlement, and all expenses in connection with such settlement. .

4.4. The indemnity provisions of this Agreement shall survive the termination of this Agreement.

## **ARTICLE 5. SUBAGREEMENTS**

5.1. Subordinate Development Agreements. The City and Owner hereby acknowledge that the development of the Property may be accomplished by Owner through a series of sales, leases, joint ventures and/or other agreements and arrangements with experienced developers, investors and/or owners of real property. In connection therewith, it is anticipated and contemplated by the parties that such developers, investors or owners may desire to negotiate and enter into separate and subordinate development agreements with the City and/or Owner with respect to infrastructure Improvements, uses, plan approvals and other similar matters which may be the subject of separate agreements between such developers, investors and owners and the City and/or Owner, all to be set forth in the Amended Agreement. The parties hereby agree that any and all development agreements entered into with any such developer, investor or owner of any parcels of the Property shall be subordinate in all respects to the terms and conditions of this Agreement and the Amended Agreement, and, in the event of any conflict or discrepancy between the provisions of any such development agreement and the terms and conditions of this Agreement or the Amended the Agreement, this Agreement or the Amended Agreement (as the case may be) shall govern and control.

## **ARTICLE 6. MEDIATION AND DEFAULT**

6.1. Representatives. To further the cooperation of the parties in implementing this Agreement, the City and Owner each shall designate and appoint a representative to act as a liaison between the City and its various departments and the Owner. The initial representative for the City (the "**City Representative**") shall be the City Manager and the initial representative for the Owner shall be its project manager, as identified by the Owner from time to time (the "**Developer Representative**"). The representatives shall be available at all reasonable times to discuss and review the performance of the parties to this Agreement and the development of the Property.

6.2. Mediation. In the event that there is a dispute hereunder which the parties cannot resolve between themselves, the parties agree that there shall be a forty-five (45) day moratorium on litigation during which time the parties agree to attempt to settle the dispute by nonbinding mediation before commencement of litigation. In the event that the parties cannot agree upon the selection of a mediator within seven (7) days, either party may request the presiding judge of the

Superior Court of Yuma County to assign a mediator from a list of mediators maintained by the Arizona Municipal Risk Retention Pool.

6.3.Default. Failure or unreasonable delay by any party to perform any term or provision of this Agreement for a period of ten (10) days after written notice thereof from another party shall constitute a default under this Agreement. If the default is of a nature which is not capable of being cured within ten (10) days, the cure shall be commenced within such period, and diligently pursued to completion. The notice shall specify the nature of the alleged default and the manner in which the default may be satisfactorily cured. In the event of a default hereunder by any party, the non-defaulting party shall be entitled to all remedies at both law and in equity, including, without limitation, specific performance and the right to perform the obligation(s) of which the defaulting party is in default and to immediately seek reimbursement from the defaulting party of all sums expended in order to cure such default, together with interest on all such sums from the date said sums are expended by the non-defaulting party for the purpose of curing the default to the date such sums are paid in full.

**ARTICLE 7. CONFLICT OF INTEREST; REPRESENTATIVES NOT INDIVIDUALLY LIABLE**

7.1.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.

7.2.No Personal Liability. No member, official or employee of the City shall be personally liable to Owner, 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 Owner or its successor or assign, or (c) pursuant to any obligation of the City under the terms of this Agreement.

**ARTICLE 8. MISCELLANEOUS PROVISIONS**

8.1.Notices. All notices and communications provided for herein, or given in connection herewith, shall be validly made if in writing and delivered personally or sent by registered or certified United States Postal Service mail, return receipt requested, postage prepaid to:

If to the City:                   City Manager  
                                          City of San Luis  
                                          P.O. Box 1170  
                                          1090 E. Union Street  
                                          San Luis, Arizona 85349

If to the Owner:               Nieves Riedel, Riedel Holdings, L.L.C.  
                                          1694 N. 9<sup>th</sup> Avenue  
                                          San Luis, Arizona 85349

or to 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 given by mail shall be deemed

delivered 72 hours following deposit in the United States Postal Service in the manner set forth above.

8.2.Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the parties of the breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or of any other provision of this Agreement.

8.3.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 of the Agreement.

8.4.Authority. The undersigned represent to each other that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. The Owner represents and warrants that it is duly formed and validly existing under the laws of the State of Arizona and that it is duly qualified to do business in the State of Arizona and is in good standing under applicable state laws. The Owner and the City warrant to each other that the individuals executing this Agreement on behalf of their respective parties are authorized and empowered to bind the party on whose behalf each individual is signing. The Owner represents to the City that by entering into this Agreement, the Owner has bound the Property and all persons and entities having any legal or equitable interest therein to the terms of the Agreement.

8.5.Entire Agreement. This Agreement, including the following exhibits, constitutes the entire agreement between the parties. This provision applies only to the entirety of Agreement Number 1 only; additional and separate zoning stipulations and agreements with the City may apply to the Property, and this provision has no effect on them.

Exhibit A      Legal Description of Property

Exhibit B      Conceptual Plan

8.6.Amendment of the Agreement. This Agreement may be amended, in whole or in part and with respect to all or any portion of the Property, only with the mutual written consent of the parties to this Agreement or by their successors in interest or assigns. The City shall record the amendment or cancellation in the official records of the Yuma County Recorder.

8.7.Severability. If any other provision of the Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect.

8.8.Governing Law. The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement. The parties agree that venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction located in Yuma County, Arizona, and the parties hereby waive any right to object to such venue.

8.9.Recordation of Agreement and Subsequent Amendment; Cancellation. This Agreement, and any amendment or cancellation of it shall be recorded in the official records of

the Yuma County Recorder no later than ten (10) days after the City and the Owner execute such agreement, amendment, or cancellation, as required by A.R.S. § 9-500.05.

8.10. Attorneys' Fees and Costs. If either party brings a legal action either because of a breach of this Agreement or to enforce a provision of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and court costs.

8.11. Notice of Conveyance or Assignment. The Owner shall give notice to the City of any sale of the entire Property at least ten (10) days prior to the effective date of the sale.

8.12. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement, and no person or entity not a party hereto shall have any right or cause of action hereunder.

8.13. No Agency Created. Nothing contained in this Agreement shall create any partnership, joint venture, or agency relationship between the parties.

8.14. Non-Liability of City Officials and Employees. Except for mandamus and other special actions, no member, official or employee of the City shall be personally liable to Owner, or any successor in interest, in the event of any default or breach by the City or for any amount that may become due to the Owner or successor, or under any obligation under the terms of this Agreement. IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

THE CITY OF SAN LUIS,  
an Arizona municipal corporation

By:   
Mayor

THE OWNER, 

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**ATTEST:**

By:   
for City Clerk

**APPROVED AS TO FORM:**

  
City Attorney

STATE OF ARIZONA        )  
                                          ) ss.  
County of Yuma            )

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of October, 2018, by Gerardo Sanchez, Mayor of the City of San Luis, Arizona, a municipal corporation.



Angelica Cifuentes  
Notary Public

My Commission Expires: 05-11-2019

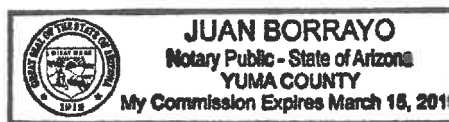
STATE OF ARIZONA        )  
                                          ) ss.  
County of Yuma            )

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of October, 2018, by Nirves G. Riedel, on behalf of Riedel Holdings, an \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

A large, stylized handwritten signature in blue ink is written over a horizontal line.

My Commission Expires: March 15, 2019



# **Exhibit A**

**Legal Description of Property**

**Development Agreement Las Quintas de San Luis 3**

Exhibit A

Assessor Parcel ID no. 211-31-012

*LEGAL DESCRIPTION:*

PARCEL B OF THE BORDER RANCHES LOT SPLIT NO. 2 AS RECORDED IN  
BOOK 27 OF PLATS, PAGE 66, RECORDS OF YUMA COUNTY, ARIZONA

# **Exhibit B**

**Conceptual Plan**

**Development Agreement Las Quintas de San Luis 3**

**Exhibit B**

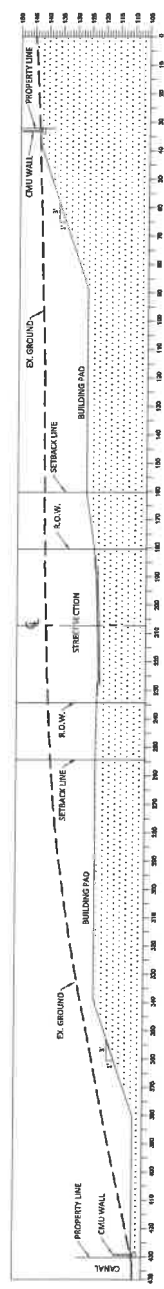
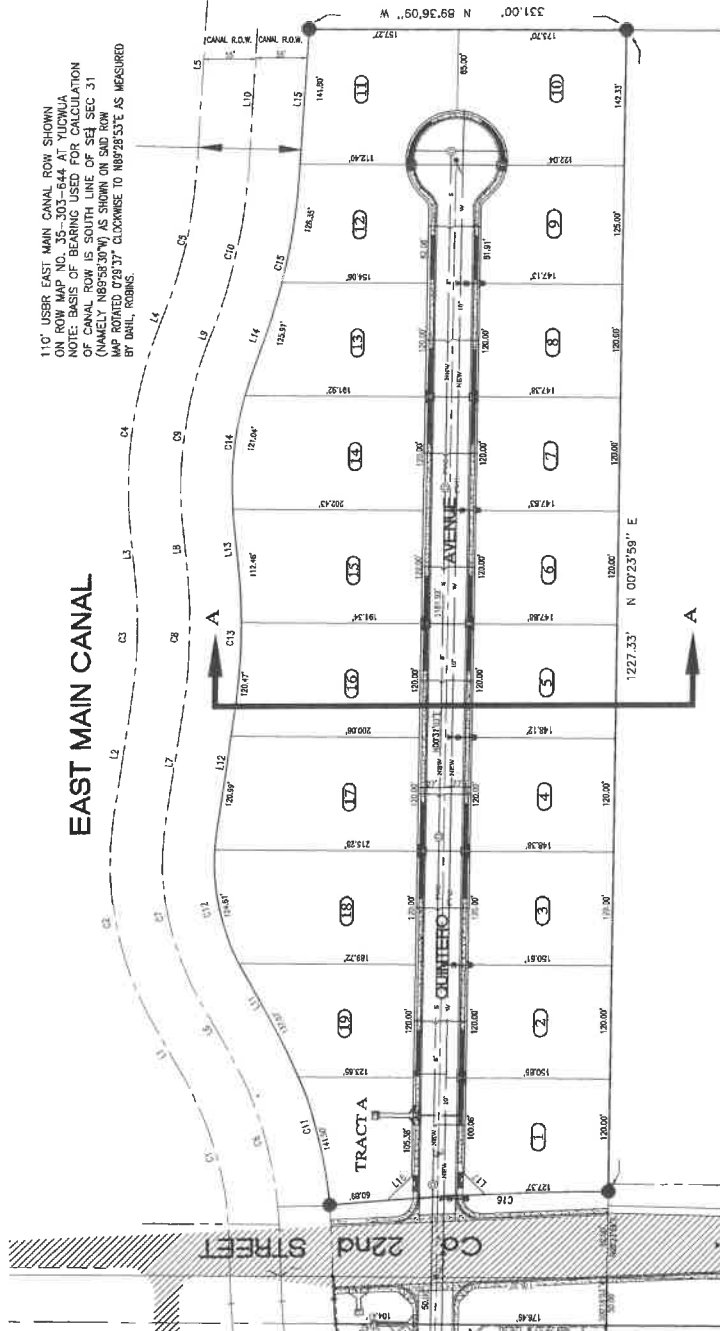
# LAS QUINTAS DE SAN LUIS 3 SUBDIVISION

A SUBDIVISION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER LYING EAST MAIN CANAL AND PARCEL B OF THE BARKLEY LOT SPLIT NO.2 AS RECORDED IN BOOK 67 OF PLATS, PAGE 27, Y.C.R., BEING A PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, TOGETHER IN SECTION 6, TOWNSHIP 11 SOUTH, RANGE 24 WEST, GILA AND SALT RIVER BASE AND MERIDIAN, YUMA COUNTY, ARIZONA

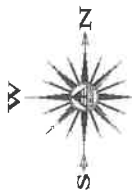
DATE: JUNE 2018 ACREAGE - 10.52 AC

110' USBR EAST MAIN CANAL ROW SHOWN  
 BASED ON 1985 SURVEY AND 2003-544 AT YUMA  
 NOTES: BASED ON 1985 SURVEY AND 2003-544 AT YUMA  
 OF CANAL ROW IS SOUTH LINE OF SEC 31  
 (NAMES: N89°58'30"W) AS SHOWN ON SUD ROW SEC 31  
 MAP ROTATED 0°39'37" CLOCKWISE TO N89°28'53"E AS MEASURED  
 BY DAHL, ROBINS.

## EAST MAIN CANAL



SECTION A-A  
 SCALE: 1"=20'



SCALE: 1"=60'

### LINE DATA

Line #	Length	Bearing	Area	Dist.
L1	123.00	S 89° 58' 30" W	117.533	117.533
L2	123.00	S 89° 58' 30" W	117.533	117.533
L3	123.00	S 89° 58' 30" W	117.533	117.533
L4	123.00	S 89° 58' 30" W	117.533	117.533
L5	123.00	S 89° 58' 30" W	117.533	117.533
L6	123.00	S 89° 58' 30" W	117.533	117.533
L7	123.00	S 89° 58' 30" W	117.533	117.533
L8	123.00	S 89° 58' 30" W	117.533	117.533
L9	123.00	S 89° 58' 30" W	117.533	117.533
L10	123.00	S 89° 58' 30" W	117.533	117.533
L11	123.00	S 89° 58' 30" W	117.533	117.533
L12	123.00	S 89° 58' 30" W	117.533	117.533
L13	123.00	S 89° 58' 30" W	117.533	117.533
L14	123.00	S 89° 58' 30" W	117.533	117.533
L15	123.00	S 89° 58' 30" W	117.533	117.533

### CURB DATA

Curve #	Length	Radius	Chord	Area	Dist.
C1	104.65	303.00	27.877	80.847	104.65
C2	212.78	303.00	54.754	161.694	212.78
C3	152.78	303.00	39.828	114.518	152.78
C4	212.78	303.00	54.754	161.694	212.78
C5	152.78	303.00	39.828	114.518	152.78
C6	104.65	303.00	27.877	80.847	104.65

### LEGEND

- CENTERLINE
- BOUNDARY LINE
- ROOT OF WAY LINE
- NEW PROPERTY LINE
- NEW PAV. CENTER LINE
- FOUND MONUMENT (TYPE AS SHOWN)
- NEW STREET MONUMENT AS PER YUMA COUNTY STD. No. 4-405
- MONUMENT FOR YUMA COUNTY STD. No. 4-405
- INDICATES BRASS CAP
- B.C. INDICATE BRASS CAP
- H.K. INDICATE HAND HOLE
- NEW LOT NUMBER
- ASSESSOR PARCEL NUMBER
- YUMA COUNTY RECORDER'S OFFICE
- NEW SINK SERVICE
- NEW SINK WATER SERVICE
- NEW WATER SERVICE
- NEW WATER METER
- NEW MANDREL
- NEW FIRE HYDRANT

**OWNER/DEVELOPER**  
 NIEDEL HOLDINGS, LLC  
 504 W. 11th St. #200  
 Yuma, AZ 85409  
 (928) 827-9300

**PREPARED BY:**  
  
 Engineering, Inc.  
 3075 S. AVENUE 4 E  
 YUMA, ARIZONA 85305  
 (928) 734-2500

CONCEPTUAL PLAN  
 (NOT FOR CONSTRUCTION  
 OR RECORDATION)  
 FOR REVIEW ONLY.



## PLANNING & ZONING AGENDA ITEM REVIEW FORM

### Planning & Zoning Commission Meeting

5. A.

**Meeting Date:** 09/08/2020

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

---

#### ITEM:

Discussion and possible action on any and all matters regarding Subdivision Case No. 2020-0476P. A request by Vega & Vega Engineering, PLC, on behalf of Comite De Bienestar Inc., AZ. Corp, owner, for the preliminary plat approval for Bienestar Estates 11 Subdivision to be located on the southeast corner of San Antonio Street and 19th Avenue.

A. Staff presentation.

B. Action on Subdivision Case No. 2020-0476P

#### BACKGROUND:

This item is a request by Vianey R. Vega P.E. of Vega & Vega Engineering, PLC, on behalf of Comite de Bienestar Inc., owner, for approval of the preliminary plat for construction of residential subdivision to be called Bienestar Estates 11.

The subject property is located on the east mesa of the City of San Luis on the southeast corner of San Antonio Street and 19th Avenue, PID# 227-15-028. Immediately to the north is the property where the City of San Luis will be constructing a park. Santa Cecilia No. 1 and Santa Cecilia No. 2, two single-family residential subdivisions, are located north of 24th Street. To the west Bienestar Estates 10 residential subdivision is under construction. South there is undeveloped land zoned as Residential (R1-6). Adjacent to the east is vacant land rezoned from Light Industrial to Residential where a residential subdivision Belleza Del Desierto is under construction.

The proposed subdivision consist of approximately 19.19 acres and is proposed to be divided into 94 lots. The lots ranging in size from approximately 6,000 square feet to 9,194 square feet.

#### GENERAL PLAN:

This area is designated as Neighborhood in the City of San Luis 2020 General Plan. The activity proposed will be consistent with this designation (Chapter 2, Page 19-21). The Neighborhood designation allows all types of residential development.

#### AGENCY REVIEW:

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. San Luis Fire Department (8-17-20)
2. Yuma County Airport Authority (8-17-20)

#### SUMMARY:

The applicant has provided the information and materials necessary for review of the preliminary plat for Bienestar Estates 11 Subdivision.

Staff recommends conditional approval of preliminary plat for Subdivision Case No. 2020-0476P. Approval subject to the following condition:

1. Comments from staff must be addressed before submitting the final plat.

As per Section 4.10(3) of the Subdivision Regulations, "Conditional approval of a preliminary plat shall not constitute approval of the final plat. Rather, it shall be deemed an expression of approval to the layout submitted on the preliminary plat as a guide to the preparation of the final plat, which will be submitted for approval of the Commission and the City Council upon fulfillment of the requirements of these regulations (Subdivision Regulations) and the conditions of the conditional approval."

**RECOMMENDED MOTION:**

**I MOVE TO APPROVE PRELIMINARY PLAT SUBDIVISION CASE NO. 2020-0476P WITH CONDITIONS AS PRESENTED BY STAFF.**

---

**Attachments**

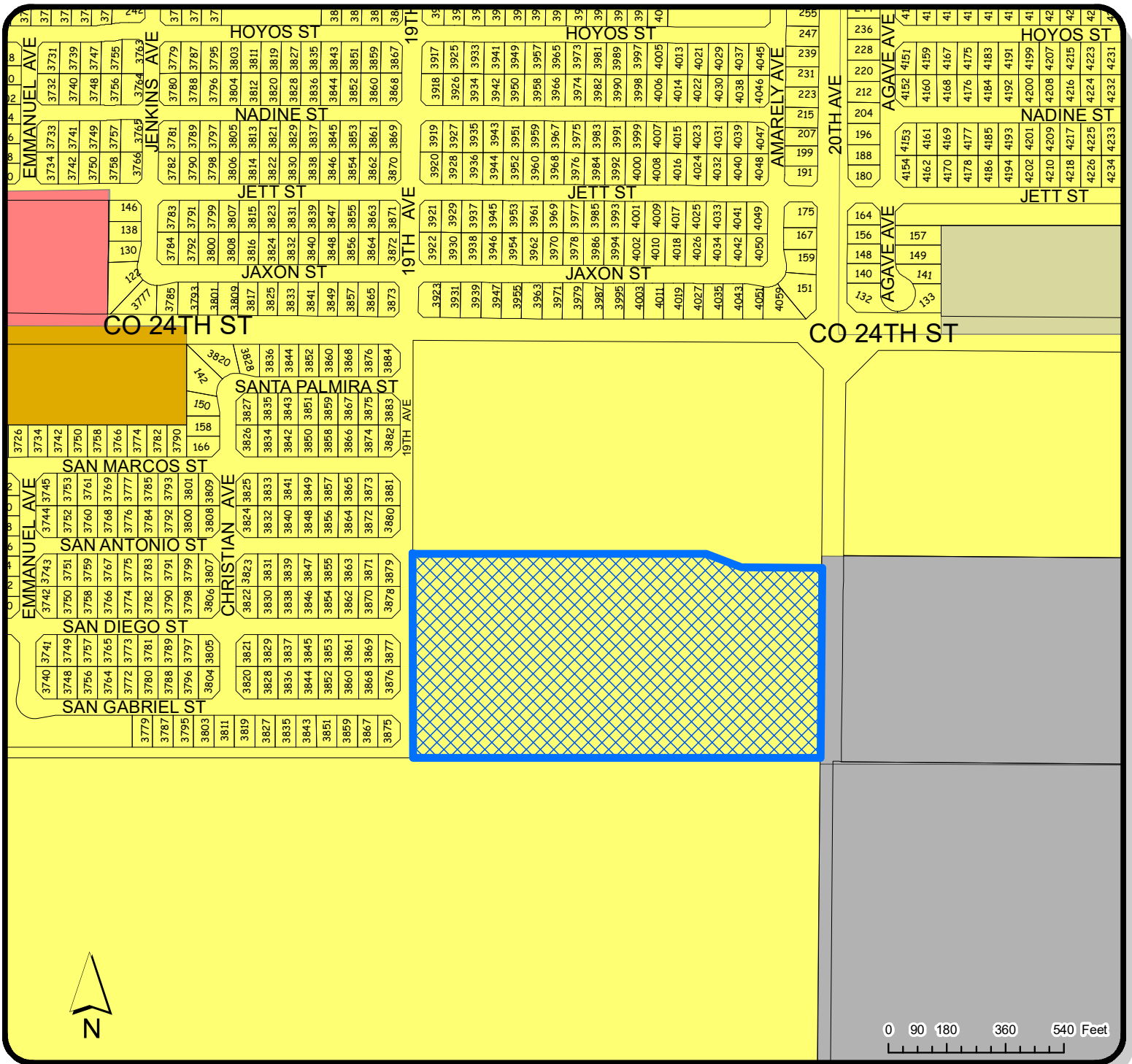
Location Map

Preliminary Plat


City of San Luis Fire Department Comments (8-17-20)

Yuma County Airport Authority Comments (8-17-20)

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**LOCATION OF SUBJECT PROPERTY**

 BIENESTAR ESTATES 11  
PID:227-15-028

**LOCATION MAP**

- Zoning**
- MULTIPLE RESIDENCE ZONING DISTRICTS
    - R-2
    - R-3
  - SINGLE RESIDENCE ZONING DISTRICTS
    - R1-8
    - RA-10
  - COMMERCIAL ZONING DISTRICTS
    - C-2
  - INDUSTRIAL ZONING DISTRICTS
    - I

**SUBDIVISION**

**CASE #**  
**2020-0476P**

**DATE:**  
8/6/2020

**CHECKED BY:**  
ROMAN PACHECO

**PLANNING & ZONING**



**GIS**

**CREATED BY:**  
ISAAC GUTIERREZ

**APPROVED BY:**  
JOSE A. GUZMAN

# BIENESTAR ESTATES 11

## PRELIMINARY PLAT

### INDEX:

Cover Sheet	-----0
Preliminary Plat	-----1 OF 1
Preliminary Paving and Grading Plan	-----1
Typical Street Sections	-----2
Preliminary Water and Sewer Plan	-----3

### GENERAL CONSTRUCTION NOTES:

- THE LOCATION OF UTILITIES IS APPROXIMATE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF EXISTING UTILITIES PRIOR TO CONSTRUCTION. UTILITIES SHOWN HERE ARE FOR THE PURPOSE OF ASSISTING THE CONTRACTOR IN LOCATING SAID UTILITIES. THE CONTRACTOR IN ACCORDANCE WITH ARIZONA STATUTES SHALL CONTACT THE ARIZONA BLUE STAKE CENTER (1-800-792-5348) AT LEAST 48 HOURS MIN. PRIOR TO THE BEGINNING OF CONSTRUCTION AND OBTAIN ON-SITE UTILITIES LOCATIONS. CONFLICTS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER AND SHALL BE RESOLVED PRIOR TO PROCEEDING WITH CONSTRUCTION. ANY DAMAGED TO A UTILITY SHALL BE REPAIRED AT THE CONTRACTOR EXPENSE.
- ALL CITY REQUIRED COMPACTION AND LABORATORY TESTS SHALL BE FURNISHED BY THE CONTRACTOR TO THE CITY PRIOR TO ACCEPTANCE OF THE PROJECT.
- THE CONTRACTOR SHALL GUARANTEED ALL MATERIALS AND WORKMANSHIP FOR TWO YEARS AFTER THE FINAL ACCEPTANCE. ANY DEFECTIVE MATERIAL OR WORKMANSHIP SHALL BE REPLACED AND/OR REPAIRED PRIOR TO FINAL ACCEPTANCE.
- ALL ROAD SURFACES, EASEMENTS OR RIGHT OF WAY'S DISTURBED BY CONSTRUCTION OF ANY PART OF THIS IMPROVEMENTS ARE TO BE RESTORED COMPLETELY BY THE CONTRACTOR TO THE BEFORE CONSTRUCTION CONDITION OR BETTER.
- DURING CONSTRUCTION, THE DEVELOPER/OWNER IS SOLELY RESPONSIBLE FOR INSURING THE PROPER FUNCTIONING OF THE EROSION AND SEDIMENT CONTROL MEASURES. THE DEVELOPER/OWNER SHALL TAKE WHATEVER MEASURES ARE REQUIRED TO INSURE THAT NO SEDIMENT LEAVES THE SITE.
- REFER TO SHEETS OF FINAL PLAT FOR ALL CORRECT DIMENSIONS.
- SEE SUBDIVISION PLAT FOR ALL BOUNDARY INFORMATION AND DIMENSIONS; DO NOT SCALE.
- ALL MATERIALS AND CONSTRUCTION HEREON SHALL CONFORM TO CITY OF SAN LUIS STANDARDS (CITY OF YUMA STANDARD DETAILS, MAG SPECIFICATIONS, CITY OF SAN LUIS SUPPLEMENT), AS ADOPTED BY THE CITY OF SAN LUIS, STANDARD SPECIFICATIONS AND CONSTRUCTION STANDARDS UNLESS OTHERWISE SHOWN ON THESE PLANS.
- THE ENGINEER MAKES NO REPRESENTATION OR GUARANTEE REGARDING EARTHWORK QUANTITIES OR THAT THE EARTHWORK FOR THIS PROJECT WILL BALANCE DUE TO VARIOUS FIELD CONDITIONS, CHANGING SOIL TYPES, ALLOWABLE CONSTRUCTION TOLERANCES AND CONSTRUCTION METHODS THAT ARE BEYOND THE CONTROL OF THE ENGINEER.
- NO STREET, WATER, SEWER AND IMPROVEMENTS TO BE ACCEPTED BY THE CITY OF SAN LUIS. FOR MAINTENANCE UNTIL "AS-BUILT", CERTIFIED. REPRODUCIBLE PLANS ARE FILED WITH AND ACCEPTED BY THE CITY OF SAN LUIS PUBLIC WORKS DEPARTMENT.
- CONTRACTOR SHALL BE RESPONSIBLE TO COMPLY WITH LOCAL, LOCAL, STATE, AND FEDERAL SWPPP REQUIREMENTS AND BMPs.

### OWNER:

COMITE DE BIENESTAR  
963 E. 18<sup>TH</sup> STREET  
PO BOX 7170  
SAN LUIS, AZ. 85349

### BENCHMARK:

TOP OF 1/2" REBAR W/LS 22767  
LOCATED AT THE INTERSECTION  
OF 20TH AVENUE AND COUNTY 24TH  
STREET

ELEVATION: 159.25 FEET

















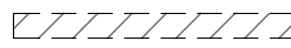




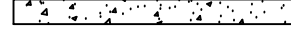

### ENGINEER:

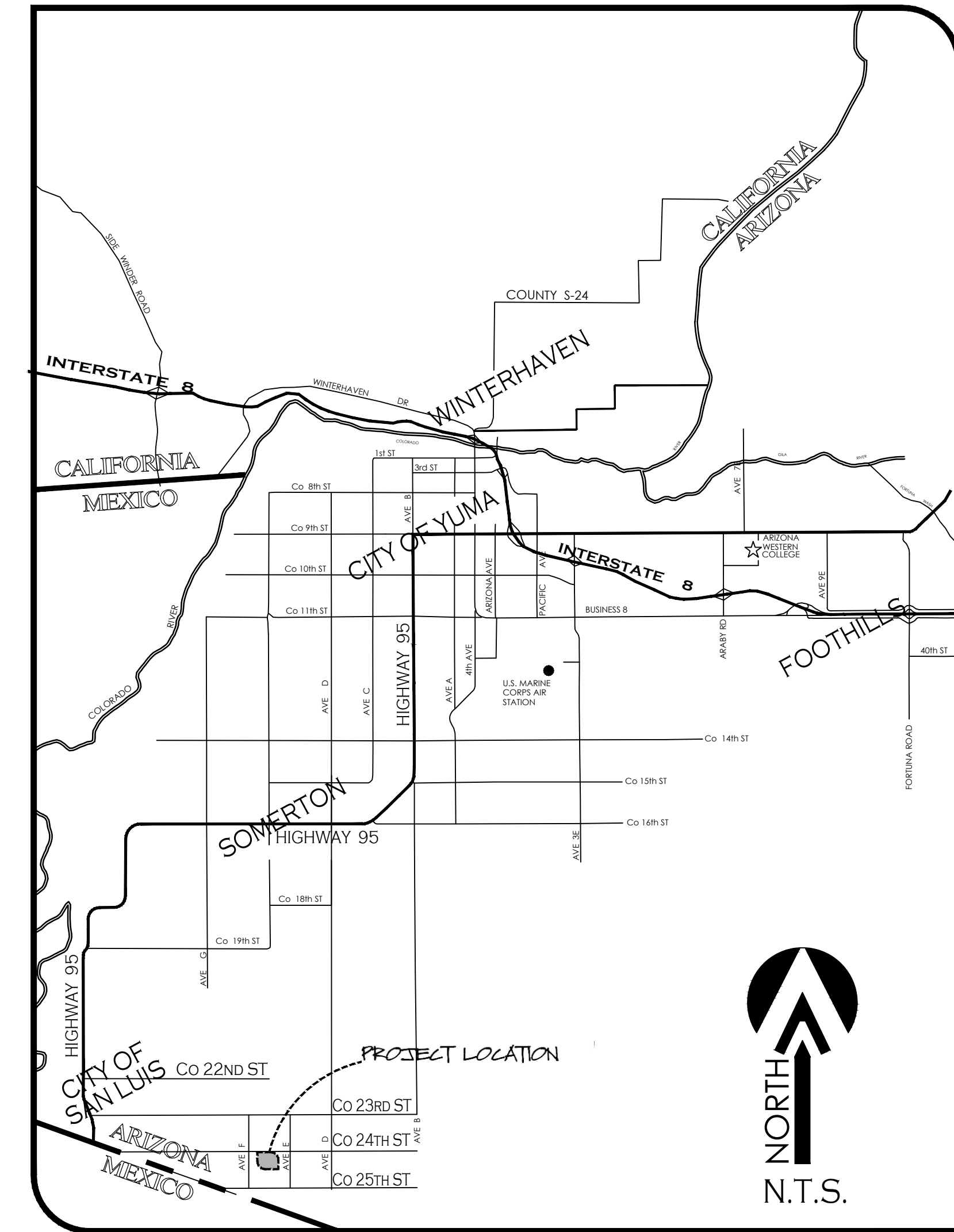
 **VEGA & VEGA**  
ENGINEERING, P.C.  
1846 S. 8th Avenue 928-329-0000 Tel  
Yuma, Az. 85364 928-247-6232 Fax  
www.vegaandvega.com

### BASIS OF BEARING:

THE NORTH SECTION LINE OF SECTION 13, T11S, R24W,  
G.A.S.R.B.A.M., YUMA COUNTY, ARIZONA (BEING THE LINE THE  
CENTERLINE OF Co. 24th STREET), AS SHOWN ON BORDER  
RANCHES SUBDIVISION, AS RECORDED IN BOOK 27 OF  
PLATS, PAGES 9 & 10, YUMA COUNTY RECORDERS  
OFFICE, YUMA COUNTY ARIZONA,  
BEARING S89°59'23"W

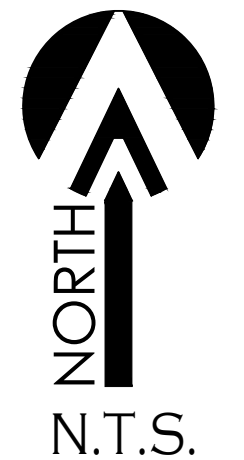
### LEGEND

	INDICATES BOUNDARY LINE		INDICATES NEW ASPHALT ELEVATION
	INDICATES CENTERLINE		INDICATES NEW SANITARY SEWER LINE
	INDICATES EASEMENT LINE		NEW SEWER STUB
	INDICATES RIGHT-OF-WAY LINE		NEW SEWER MANHOLE
	NEW LOT NUMBER		NEW 4" PVC SEWER SERVICE
	NEW YUMA COUNTY STD. DETAIL No. 4-030 SUBD BOUNDARY MONUMENT		INDICATES NEW WATER LINE
	NEW YUMA COUNTY STD. DETAIL No. 4-080 STREET MONUMENT		NEW SINGLE WATER SERVICE
	EXISTING MONUMENT (TYPE AS SHOWN)		NEW WATER VALVE
	INDICATES EX. ASPHALT PAVEMENT		NEW FIRE HYDRANT
	INDICATES CONTOURS ELEVATION		NEW TEMPORARY BLOWOFF VALVE
	INDICATES EX. NATURAL SOIL ELEVATION		
	INDICATES NEW SIDE WALK		
	INDICATES NEW ASPHALT PAVEMENT		



VICINITY MAP

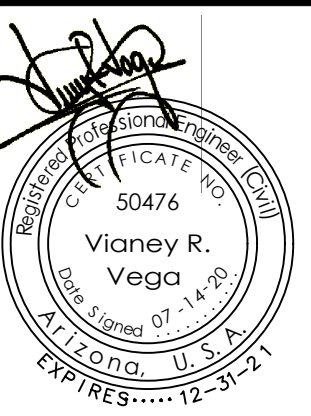
N.T.S.



1846 S. 8TH AVENUE 928-329-0000 TEL  
YUMA, AZ. 85364 928-247-6232 FAX  
Vn@vegaandvega.com



Cover Sheet  
**BIENESTAR ESTATES 11**



Notes:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Scale: N.T.S. Date: JULY 2020  
Drawn: Staff Job #: vn19-700  
Checked: vna

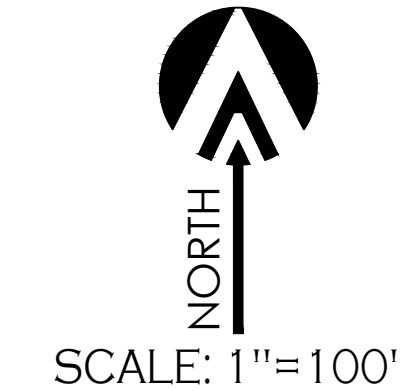
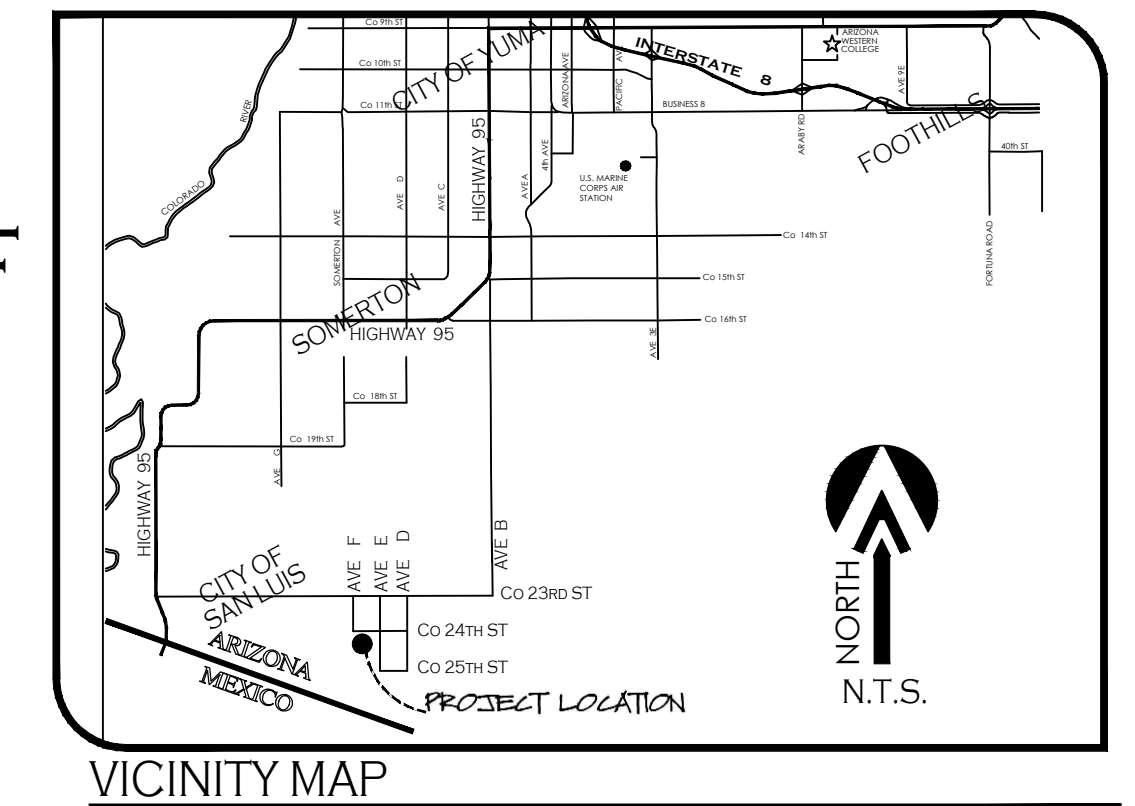
Sheet  
**0**



# BIENESTAR ESTATES 11 SUBDIVISION

A SUBDIVISION OF OF PARCEL "A2" OF BIENESTAR ESTATES 11A - LOT SPLIT, AS RECORDED IN BK. 31, OF PLATS, PG. 100, YUMA COUNTY RECORDERS OFFICE, YUMA COUNTY, AZ., ALSO BEING A PORTION OF THE NE 1/4 OF THE NW 1/4 OF SECTION 15, T11S, R24W, G.&S.R.B.&M., YUMA COUNTY, ARIZONA. JULY OF 2020 ACREAGE: 19.19 AC (GROSS)

## PRELIMINARY PLAT



OWNER OF RECORD:  
COMITE DE BIENESTAR INC. AZ CORP.  
943 E. 8<sup>th</sup> STREET  
PO BOX 7170  
SAN LUIS, AZ., 85349

**BASIS OF BEARING**  
THE NORTH SECTION LINE OF SECTION 15, T11S, R24W, G.&S.R.B.&M., YUMA COUNTY, ARIZONA, (BEING THIS LINE THE CENTERLINE OF Co. 24th STREET), AS SHOWN ON BORDER RANCHES SUBDIVISION, AS RECORDED IN BOOK 27 OF PLATS, PAGES 9 & 10, YUMA COUNTY RECORDERS OFFICE, YUMA COUNTY, ARIZONA.  
BEARING S89°59'23"W

**KEYNOTES**  
① NEW 8' UTILITY EASEMENT  
② NEW 1' NON-ACCESS EASEMENT

**NOTE**  
+ PROPERTY CORNERS TO BE MARKED BY 1/2" DIAMETER REBAR TAGGED WITH CAP I.S. 16528  
+ PROJECT ZONING: R-1-A & TRACT B" C-2

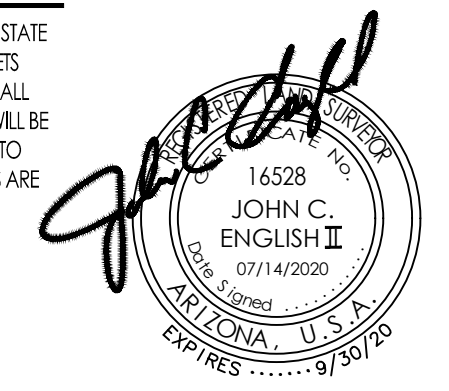
**ELABORATED BY:**  
VNV19-700

**VEGA & VEGA ENGINEERING, PLLC**  
1846 S. 8th Avenue 928-329-0000 Tel  
Yuma, Az. 85364 928-247-6232 Fax  
www.vega-engineering.com

**LAND SURVEYOR'S CERTIFICATE:**

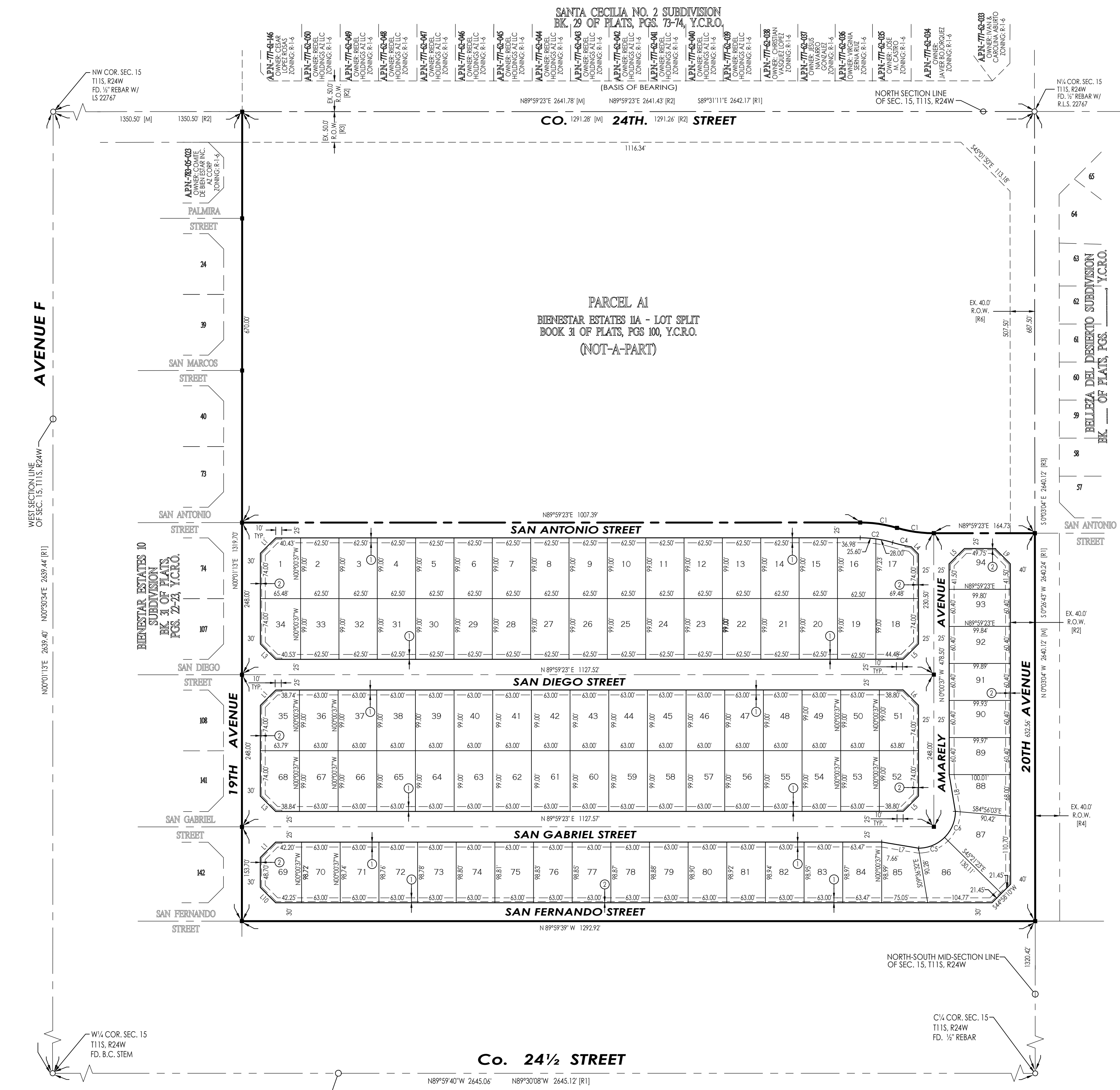
I HEREBY CERTIFY THAT I AM A LAND SURVEYOR LISTED ON THE ROSTER OF ACTIVE REGISTRARS BY THE STATE BOARD OF TECHNICAL REGISTRATION OF ARIZONA AND THAT THIS MAP CONSISTING OF TWO (2) SHEETS CORRECTLY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION DURING DECEMBER OF 2018 THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN, OR WILL BE IN PLACE WITHIN ONE YEAR FROM RECORDATION OF THIS MAP. THE MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. THE SURVEY IS TRUE AND COMPLETE AS SHOWN. ALL DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS.

BY: *John C. English II* R.L.S. No. 16528



**LEGEND**

- INDICATES BOUNDARY LINE
- - - - - INDICATES CENTERLINE
- - - - - INDICATES EASEMENT LINE
- 11 NEW LOT NUMBER
- NEW YUMA COUNTY STD. DETAIL No. 4-030 SUB'D BOUNDARY MONUMENT
- NEW YUMA COUNTY STD. DETAIL No. 4-080 STREET MONUMENT
- EXISTING MONUMENT (TYPE AS SHOWN)
- B.C. INDICATES BRASS CAP
- Y.C.R. INDICATES YUMA COUNTY RECORDERS
- G.L.O. INDICATES GENERAL LAND OFFICE
- N.A.E. INDICATES NON ACCESS EASEMENT
- [M] INDICATES MEASURED DATA
- [R1] DATA REFERS TO US.B.R. BALANCED SECTION OF SECTION 15, T11S, R24W, DATED: JUNE 1977
- [R2] DATA REFERS TO BORDER RANCHES SUBDIVISION, AS RECORDED IN BOOK 27, PAGES 9 & 10, Y.C.R.
- [R3] DATA REFERS TO DOCKET 674, PAGE 184, Y.C.R.O.
- [R4] DATA REFERS TO BELLEZA DEL DESIERTO - LOT SPLIT, AS RECORDED IN BOOK 31, PAGE 24, Y.C.R.
- [R5] DATA REFERS TO BIENESTAR ESTATES 11 - LOT SPLIT, AS RECORDED IN BOOK 31 OF PLATS, PAGE 58, Y.C.R.
- [R6] DATA REFERS TO FEE # 2006-24019, Y.C.R.O.



**LINE DATA**

LINE NUMBER	BEARING	LENGTH (FEET)
L1	N45°00'18"E	35.36'
L2	S44°58'10"W	35.34'
L3	N44°59'42"W	35.35'
L4	S45°00'37"E	16.71'
L5	S44°59'23"W	35.36'
L6	S45°00'37"E	35.36'
L7	S80°32'53"W	60.83'
L8	N09°28'21"W	60.83'
L9	S45°01'50"W	35.37'
L10	N44°59'13"E	35.35'

**CURVE DATA**

NUMBER	DELTA ANGLE	CHORD DIRECTION	CHORD LENGTH	TANGENT	RADIUS	ARC LENGTH
C1	16°35'39"	N81°42'27"W	60.63'	30.64'	210.09'	60.85'
C2	16°35'39"	S81°42'47"E	53.42'	26.99'	185.09'	53.61'
C3	16°35'39"	S81°42'47"E	67.85'	34.26'	235.09'	68.09'
C4	0°35'05"	N77°12'30"W	31.10'	15.58'	235.09'	31.12'
C5	45°00'00"	N67°29'23"E	45.92'	24.85'	60.00'	47.12'
C6	45°00'00"	N22°29'23"E	45.92'	24.85'	60.00'	47.12'

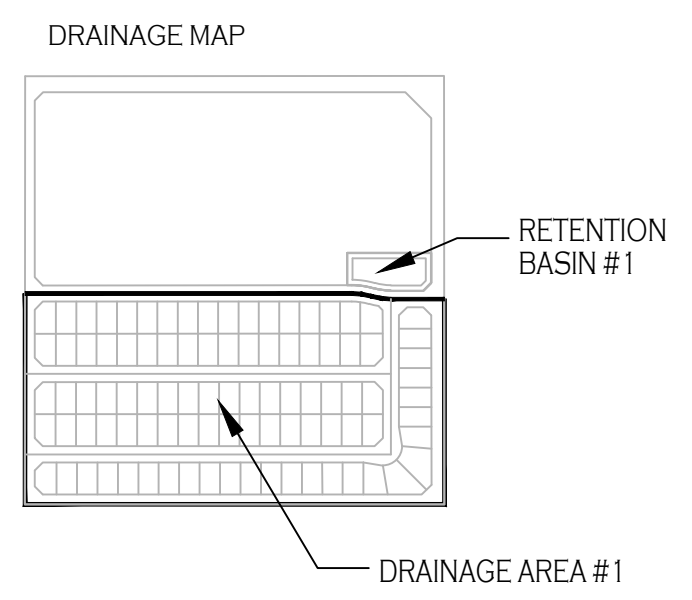
**LOT AREAS TABLE:**

LOT #	AREA (SF)	LOT #	AREA (SF)	LOT #	AREA (SF)	LOT #	AREA (SF)	LOT #	AREA (SF)
1	6,167.42 SF.	17	6,167.39 SF.	33	6,187.50 SF.	49	6,237.00 SF.	65	6,237.00 SF.
2	6,187.50 SF.	18	6,565.76 SF.	34	6,172.62 SF.	50	6,237.00 SF.	66	6,237.00 SF.
3	6,187.50 SF.	19	6,187.50 SF.	35	6,000.03 SF.	51	6,003.70 SF.	67	6,237.00 SF.
4	6,187.50 SF.	20	6,187.50 SF.	36	6,237.00 SF.	52	6,003.70 SF.	68	6,005.23 SF.
5	6,187.50 SF.	21	6,187.50 SF.	37	6,237.00 SF.	53	6,237.00 SF.	69	6,011.50 SF.
6	6,187.50 SF.	22	6,187.50 SF.	38	6,237.00 SF.	54	6,237.00 SF.	70	6,220.22 SF.
7	6,187.50 SF.	23	6,187.50 SF.	39	6,237.00 SF.	55	6,237.00 SF.	71	6,221.33 SF.
8	6,187.50 SF.	24	6,187.50 SF.	40	6,237.00 SF.	56	6,237.00 SF.	72	6,222.45 SF.
9	6,187.50 SF.	25	6,187.50 SF.	41	6,237.00 SF.	57	6,237.00 SF.	73	6,223.56 SF.
10	6,187.50 SF.	26	6,187.50 SF.	42	6,237.00 SF.	58	6,237.00 SF.	74	6,224.67 SF.
11	6,187.50 SF.	27	6,187.50 SF.	43	6,237.00 SF.	59	6,237.00 SF.	75	6,225.79 SF.
12	6,187.50 SF.	28	6,187.50 SF.	44	6,237.00 SF.	60	6,237.00 SF.	76	6,226.90 SF.
13	6,187.50 SF.	29	6,187.50 SF.	45	6,237.00 SF.	61	6,237.00 SF.	77	6,228.02 SF.
14	6,187.50 SF.	30	6,187.50 SF.	46	6,237.00 SF.	62	6,237.00 SF.	78	6,229.13 SF.
15	6,187.50 SF.	31	6,187.50 SF.	47	6,237.00 SF.	63	6,237.00 SF.	79	6,230.24 SF.
16	6,172.49 SF.	32	6,187.50 SF.	48	6,237.00 SF.	64	6,237.00 SF.	80	6,231.36 SF.



**DRAINAGE REPORT**

1.- DRAINAGE REPORT  
 DRAINAGE AREA #1  
 USING THE RATIONAL METHOD  
 $Q = CIA = \text{PEAK RUNOFF [VOL]}$   
 (C) PEAK RATE RUNOFF = 0.43  
 (I) INTENSITY OF RAINFALL = 1.22 IN / HR  
 (A) DRAINAGE AREA = 19.19 AC  
 $Q = (0.43)(1.22)(36.95) = 10.067 \text{ CF}$   
 TOTAL RUNOFF = 7200 (10.067) = 72,482 CF  
 STORAGE VOLUME PROVIDED  
 RETENTION BASIN #1  
 TOP AREA = 28,157 SF  
 BOTTOM AREA = 17,667 SF  
 DEPTH = 4 FT  
 $\text{VOL. PROVIDED} = (28,157 + 17,667) \left[ \frac{4.0}{2} \right] = 91,648 \text{ CF}$   
 TOTAL VOL. PROVIDED = 91,648 CF  
 $\text{FACTOR OF SAFETY} = \frac{91,648 \text{ CF}}{72,482 \text{ CF}} = 1.26$



**LEGEND**

- INDICATES EX. ASPHALT PAVEMENT
- INDICATES EX. CONCRETE
- INDICATES BOUNDARY LINE
- INDICATES CENTERLINE
- INDICATES RIGHT-OF-WAY LINE
- INDICATES EX. FENCE
- INDICATES EX. ELECTRICAL OVERHEAD LINE
- INDICATES EX. WATER LINE
- INDICATES EX. SEWER LINE
- INDICATES EX. GAS LINE
- INDICATES NEW ASPHALT PAVEMENT
- INDICATES NEW CONCRETE
- INDICATES NEW CMU WALL
- INDICATES EXISTING CMU WALL
- NEW YUMA COUNTY STD. DETAIL No. 4-030 SUBD BOUNDARY MONUMENT
- EXISTING MONUMENT (TYPE AS SHOWN)
- B.C. INDICATES BRASS CAP
- Y.C.R. INDICATES YUMA COUNTY RECORDERS
- PP INDICATES EXISTING POWER POLE
- INDICATES EXISTING ELECTRICAL BOX
- INDICATES EXISTING JUNCTION BOX
- INDICATES EXISTING TRANSFORMER
- INDICATES EXISTING POLE
- INDICATES EXISTING GAS METER
- INDICATES EXISTING POWER POLE
- INDICATES EXISTING GUY WIRE
- INDICATES EXISTING STREET SIGN
- INDICATES EXISTING MANHOLE
- INDICATES EXISTING FIRE HYDRANT
- INDICATES EXISTING WATER METER
- INDICATES EXISTING WATER VALVE
- INDICATES EX. CURB ELEVATION
- INDICATES EX. SIDEWALK ELEVATION
- INDICATES EX. NATURAL SOIL ELEVATION
- INDICATES NEW ASPHALT ELEVATION

**BENCHMARK**

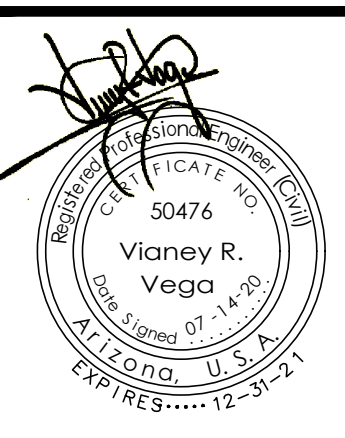
TOP OF 1/2" REBAR W/ LS 22767 LOCATED AT THE INTERSECTION OF 20th AVENUE AND COUNTY 24TH STREET  
 ELEVATION: 159.25 FEET

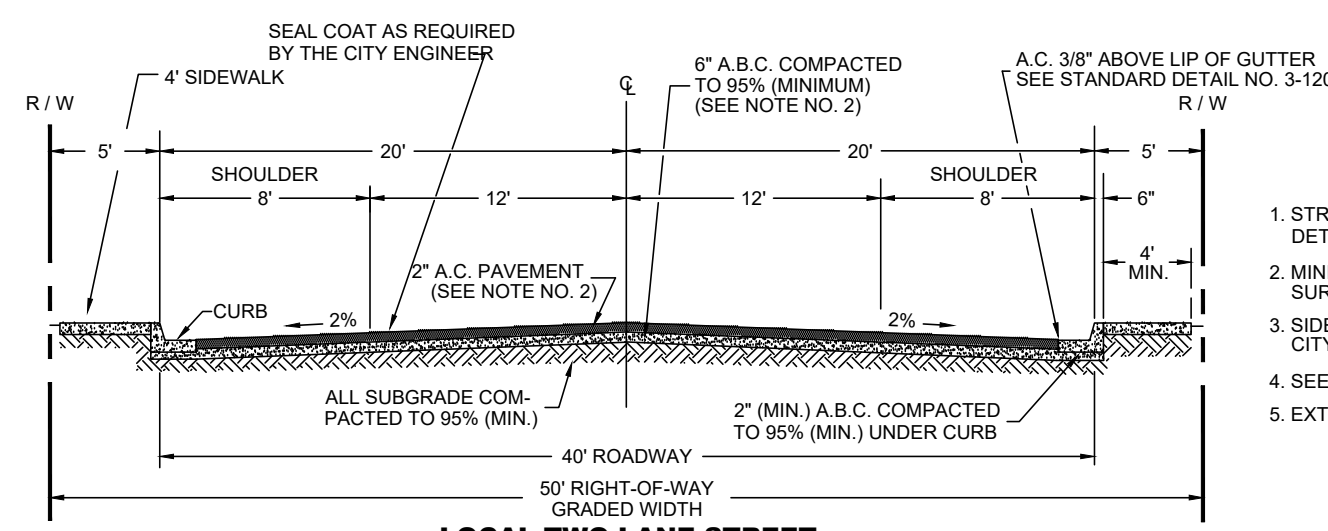
**NORTH**

SCALE: 1"=50'

CALL TWO WORKING DAYS BEFORE YOU DIG  
 1-800-STAKE-IT

Preliminary Paving & Grading Plan  
**BIENESTAR ESTATES II**



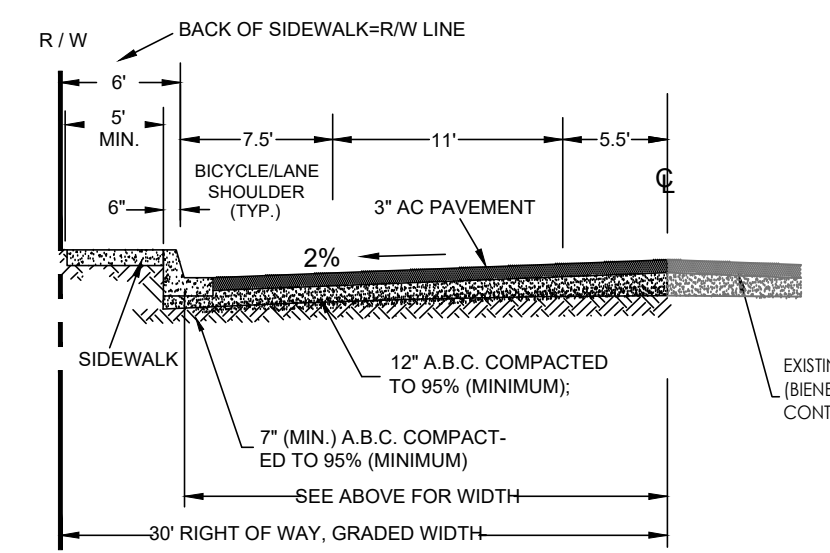


- NOTES**
- STRUCTURAL DESIGN OF COMBINED THICKNESS OF BASE AND SURFACE TO BE DETERMINED BY SOILS TEST.
  - MINIMUM PAVING THICKNESS SHALL BE 2" FOR PLANT HOT MIXED ASPHALT SURFACING OVER 6" OF A.B.C. COMPACTED TO 95% (MINIMUM).
  - SIDEWALK LOCATION ADJACENT TO CURB OR AS APPROVED BY THE CITY ENGINEER.
  - SEE STANDARD DETAIL 3-060 FOR GRADING BEHIND SIDEWALK.
  - EXTEND AGGREGATE BASE COURSE BENEATH CURB & GUTTER.

**LOCAL TWO LANE STREET**

CITY OF YUMA STD. 2-050 (MODIFIED)

N.T.S. **A**  
2



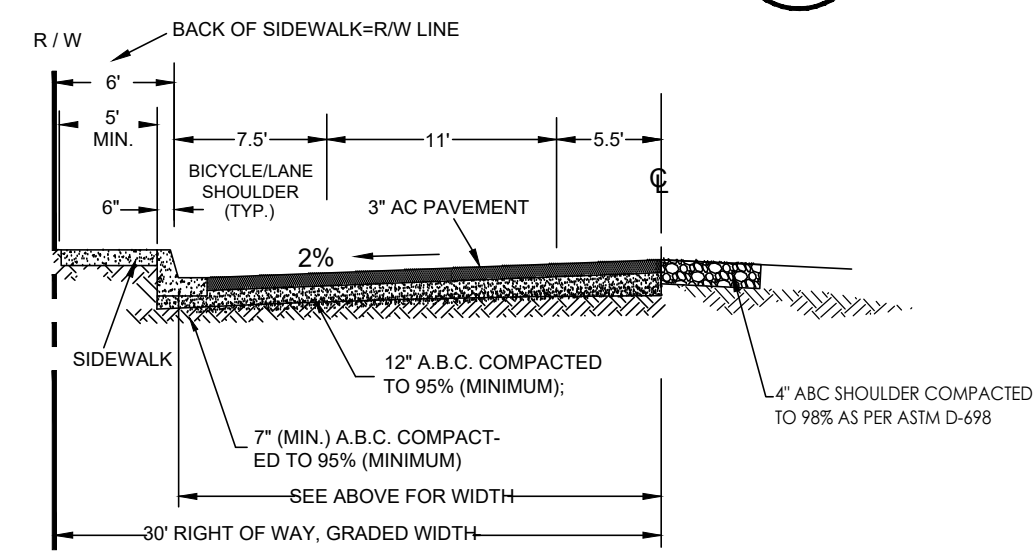
**19TH AVENUE**

- NOTES**
- STRUCTURAL DESIGN OF COMBINED THICKNESS OF BASE AND SURFACE TO BE DETERMINED BY SOILS TEST.
  - MINIMUM PAVING THICKNESS - 3" FOR PLANT HOT MIX ASPHALT SURFACING OVER 10" OF A.B.C. COMPACTED TO 95% (MINIMUM).
  - SIDEWALK LOCATION ADJACENT TO CURB OR AS APPROVED BY THE CITY ENGINEER.
  - ALL PAVEMENT MARKING AND RAISED PAVEMENT MARKER MATERIAL MUST BE IN ACCORDANCE WITH A.D.O.T. MANUAL FOR SIGNING AND MARKING, LATEST EDITION.
  - FOR STREET RECONSTRUCTION PROJECTS ONLY WHEN DESIGNATED BY THE CITY ENGINEER.

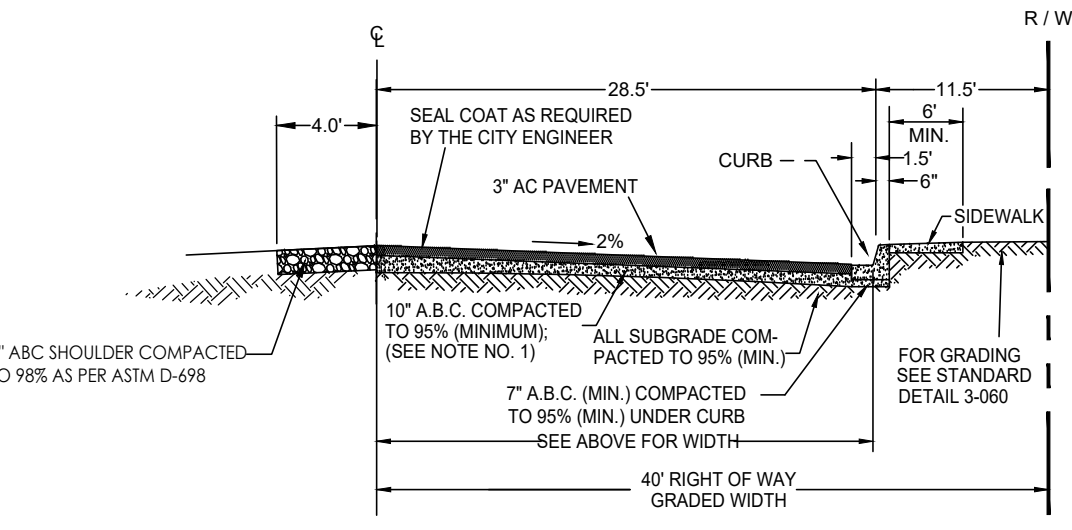
**19TH, STREET**

CITY OF YUMA STD. 2-031 (MODIFIED)

N.T.S. **B**  
2



**SAN FERNANDO STREET**

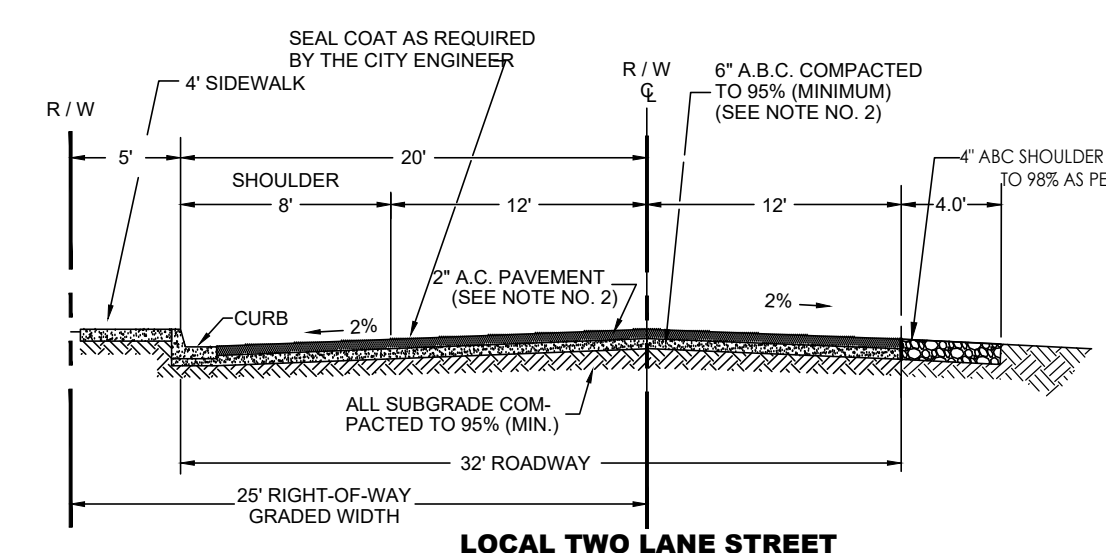


**20TH AVENUE**

YUMA COUNTY STD-2-030 - (MODIFIED)

N.T.S. **C**  
2

- NOTES**
- STRUCTURAL DESIGN OF COMBINED THICKNESS OF BASE AND SURFACE TO BE DETERMINED BY SOILS TEST.
  - MINIMUM PAVING THICKNESS - 3" FOR PLANT HOT MIX ASPHALT SURFACING OVER 10" OF A.B.C. COMPACTED TO 95% (MINIMUM).
  - SIDEWALK LOCATION ADJACENT TO CURB OR AS APPROVED BY THE CITY ENGINEER.
  - ALL PAVEMENT MARKING AND RAISED PAVEMENT MARKER MATERIAL MUST BE IN ACCORDANCE WITH A.D.O.T. MANUAL FOR SIGNING AND MARKING, LATEST EDITION.
  - CASE 1 OR 2 MUST BE USED WHEN THERE ARE DRIVEWAYS ALONG COLLECTOR.
  - CASE 3 MAY BE USED WHEN THERE ARE NO DRIVEWAYS ALONG COLLECTOR.
  - BIKE LANES PROVIDED BUT NOT STRIPED.



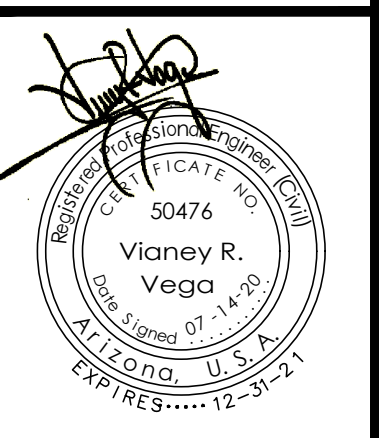
**LOCAL TWO LANE STREET  
SAN ANTONIO STREET**

CITY OF YUMA STD. 2-050 (MODIFIED)

N.T.S. **D**  
2

- NOTES**
- STRUCTURAL DESIGN OF COMBINED THICKNESS OF BASE AND SURFACE TO BE DETERMINED BY SOILS TEST.
  - MINIMUM PAVING THICKNESS SHALL BE 2" FOR PLANT HOT MIXED ASPHALT SURFACING OVER 6" OF A.B.C. COMPACTED TO 95% (MINIMUM).
  - SIDEWALK LOCATION ADJACENT TO CURB OR AS APPROVED BY THE CITY ENGINEER.
  - SEE STANDARD DETAIL 3-060 FOR GRADING BEHIND SIDEWALK.
  - EXTEND AGGREGATE BASE COURSE BENEATH CURB & GUTTER.

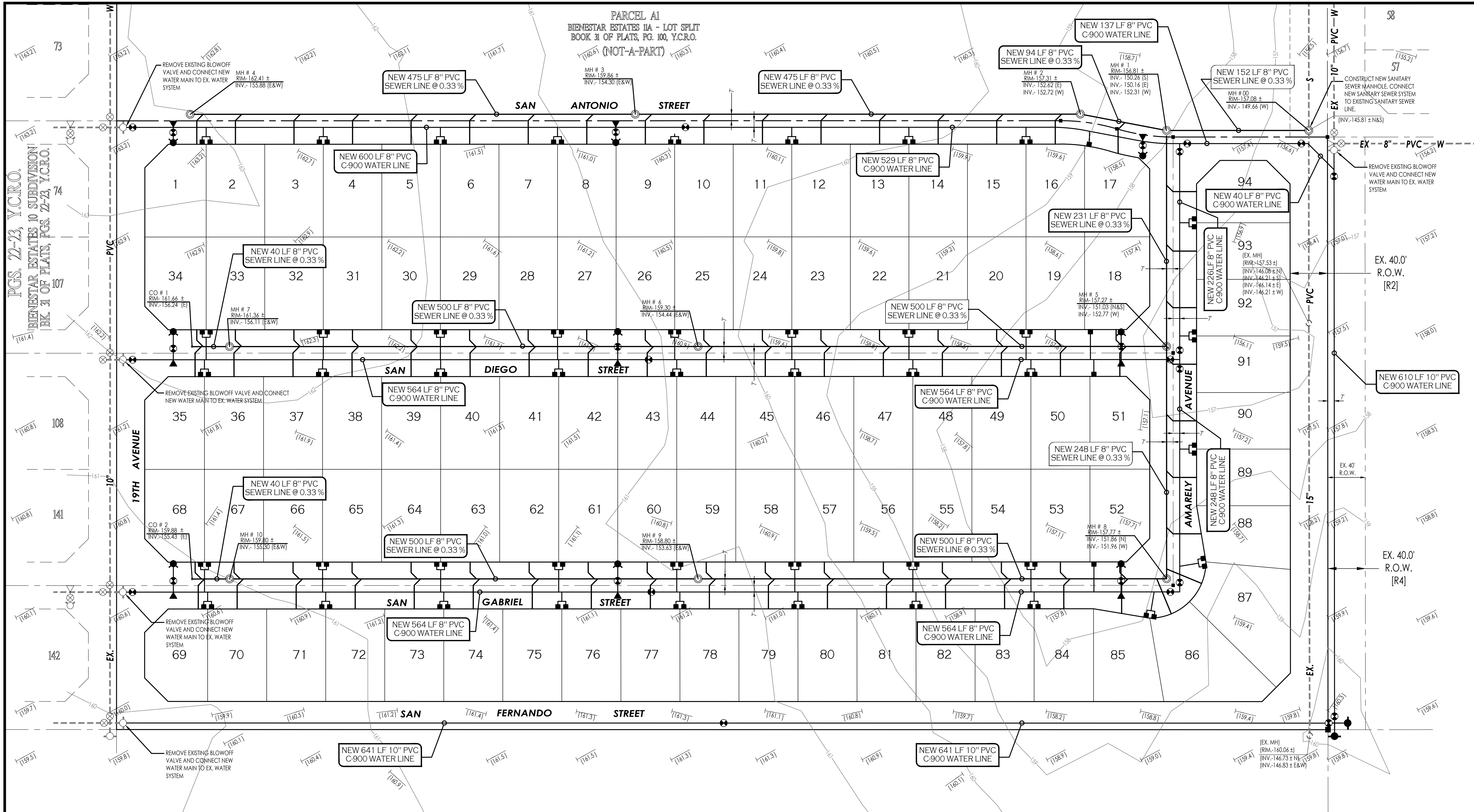
Typical Street Sections  
**BIENESTAR ESTATES II**



Notes:

Scale: N.T.S. Date: JULY 2020  
Drawn: staff Job #: vnv19-700  
Checked: vna





**LEGEND**

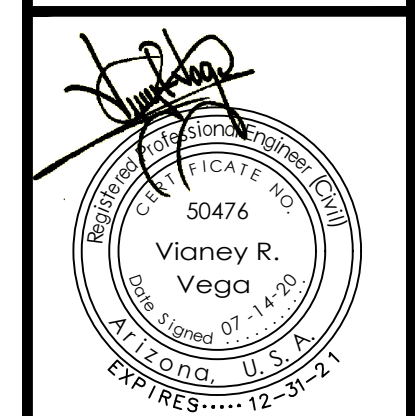
163	INDICATES EX. CONTOURS ELEVATION	NEW PVC S	INDICATES NEW SANITARY SEWER LINE
--EX--6"--PVC--W--	INDICATES EX. WATER LINE	E	NEW SEWER STUB
--EX--8"--PVC--S--	INDICATES EX. SEWER LINE	O	NEW SEWER MANHOLE
---GAS---	INDICATES EX. GAS LINE	NEW PVC W	NEW 4" PVC SEWER SERVICE
□	INDICATES EXISTING ELECTRICAL BOX	NEW PVC W	INDICATES NEW WATER LINE
⊗	INDICATES EXISTING GAS PADDLE	—	NEW SINGLE WATER SERVICE
○	INDICATES EXISTING MANHOLE	—	FIRE LINE W/ END PLUG AND THRUST BLOCK
⊕	INDICATES EXISTING FIRE HYDRANT	—	NEW WATER VALVE
⊕	INDICATES EXISTING WATER METER	—	NEW FIRE HYDRANT
⊕	INDICATES EXISTING WATER VALVE	—	NEW TEMPORARY BLOWOFF VALVE
		5	INDICATES LOT NUMBERS



VEGA & VEGA  
ENGINEERS PLLC

1846 S. 8th AVENUE  
YUMA, AZ 85364  
TEL: 928-329-0000  
FAX: 928-247-6232  
V@vegaengineers.com

Preliminary Water & Sewer Plan  
**BIENESTAR ESTATES II**



Notes:

Scale: N.T.S. [Date: JULY 2020]  
Drawn: staff [Job #: vnv19-700]  
Checked: vna



August 14, 2020

**SUBDIVISION CASE NUMBER: 2020-0476P**

**CASE SUMMARY:** A request by Vega & Vega Engineer, PLC, on behalf of Comite De Bienestar Inc., AZ. Corp, owner, for the preliminary plat approval for Bienestar Estates 11 Subdivision. This subdivision will contain approximately 19.19 acres and is proposed to be divided into 94 lots. The lots ranging in size from 6,000 square feet to 9,194 square feet. The property is located southwest of intersection of 20<sup>th</sup> Avenue and County 24<sup>th</sup> Street, PID # 227-15-028, San Luis, Arizona.

**PUBLIC MEETING: September 8, 2020**

**COMMENTS DUE: August 28, 2020**

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 the Planning and Zoning Department at (928) 341-8563 or at [P&Z@sanluisaz.gov](mailto:P&Z@sanluisaz.gov).

Thank you,

Jose A. Guzman  
Director of Planning & Zoning  
Attachment: Location Map & Preliminary Plat

.....  
 COMMENTS       NO COMMENTS

**Enter Comments below:**

The City of San Luis Fire Department has no comments at this time, but reserves the right to comment upon subsequent submittals.

**Date:**

08/17/20

**Agency:**

The City of San Luis Fire Department

**Phone:**

928/341-8550

**Return to:** [P&Z@sanluisaz.gov](mailto:P&Z@sanluisaz.gov)



August 14, 2020

**SUBDIVISION CASE NUMBER: 2020-0476P**

**CASE SUMMARY:** A request by Vega & Vega Engineer, PLC, on behalf of Comite De Bienestar Inc., AZ. Corp, owner, for the preliminary plat approval for Bienestar Estates 11 Subdivision. This subdivision will contain approximately 19.19 acres and is proposed to be divided into 94 lots. The lots ranging in size from 6,000 square feet to 9,194 square feet. The property is located southwest of intersection of 20<sup>th</sup> Avenue and County 24<sup>th</sup> Street, PID # 227-15-028, San Luis, Arizona.

**PUBLIC MEETING: September 8, 2020**

**COMMENTS DUE: August 28, 2020**

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 the Planning and Zoning Department at (928) 341-8563 or at [P&Z@sanluisaz.gov](mailto:P&Z@sanluisaz.gov).

Thank you,

Jose A. Guzman  
Director of Planning & Zoning  
Attachment: Location Map & Preliminary Plat

COMMENTS       NO COMMENTS

**Enter Comments below:**

The property is located near Rolle Airfield where aviation activity is expected to increase in the future. According to the Rolle Field Airport Master Plan it is recommended to submit an Avigation Easement Disclosure Statement. The disclosure statement shall serve as notice of the fact that the property is within an Airport Overlay Area and that the property therein is subject to potential noise, vibration, and impacts from the Rolle Field. When a subdivision plat or parcel split is required the following notice shall be placed on the plat and/or recorded with the title: “These properties, due to their proximity to the Rolle Airfield, are likely to experience aircraft over flights, which could generate noise levels which may be of

concern to some individuals. The City, public and airport shall be held harmless from any damages caused by noise, vibration, fumes, dust, fuel, fuel particles, or other effects that may be caused by the operation of aircraft taking off, landing, or operating on or near the airport, not including the physical impact of aircraft or parts thereof.” Noise Attenuation: The construction, alteration, moving, partial demolition, repair and use of any building or structure within the Airport Overlay Area shall comply with the Sound Attenuation Standards in order to achieve an exterior to interior Noise Level Reduction (NLR) of 25 decibels. Certification of such NLR measures, by a Registered Engineer or a Registered Architect, shall be required to be submitted along with the application for a building permit.

**Date:**

8/17/20

**Agency:**

Yuma County Airport Authority

**Phone:**

928-726-5882

**Return to:** [P&Z@sanluisaz.gov](mailto:P&Z@sanluisaz.gov)