



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, May 11, 2021. 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, 11 de Mayo del 2021. 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, May 11, 2021
7:00 P.M.

The May 11, 2021, 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/listenlivepz>. Recordings of the meetings will be available on the City's website <https://sanluisaz.gov/listenlivepz> after the meeting.

Public comment will be limited to Agenda Item 4. A. Public hearing on any and all matters regarding Rezoning Case No. 2021-0474B (rehearing) a request by Edais Engineering, PLC., on behalf of Salmos 127:1 LLC., to amend conditions on zoning Low Density Residential (R1-20) approved by Ordinance No. 402 and Item 4. B. Public hearing on any and all matters regarding Text Amendment Case No. 2021-0293, possible amendment or amendments to the zoning regulations regarding covered parking requirements for Multiple Residence zoning districts.

The city will receive public comments by email at P&Z@sanluisaz.gov for Planning and Zoning Commission consideration any time before the meeting and during the meeting, which is scheduled to start at 7:00 p.m. on Tuesday, May 11, 2021. Any email comments received will be read aloud into the record.

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.

Por la seguridad del público durante la pandemia COVID-19, no habrá asistencia en persona para los miembros del público en la junta regular de Planeación y Zonificación del día 11 de Mayo del 2021 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://sanluisaz.gov/listenlivepz>. Las grabaciones de las reuniones estarán disponibles en el sitio web de la Ciudad <https://sanluisaz.gov/listenlivepz> después de la reunión.

Los comentarios públicos se limitarán a la audiencia pública sobre los temas de la Agenda No. 4. A. Audiencia pública seguida de discusión y posible acción sobre todos y cada uno de los asuntos relacionados con el caso de Zonamiento No. 2021-0474B una solicitud de Edais Engineering, Inc, representate de Salmos 127:1 LLC propietario para amendar condiciones del zonamiento de baja densidad residencial (R1-20) aprobado por la Ordenanza No., 402 y el tema No. 4. B. Amendacion de Texto del Caso No. 2021-0293 posible amendacion o amendaciones a la regulaciones de ordenanza de zonamiento de la ciudad de San Luis referente a los requisitos de estacionamiento cubierto en zonas para alta densidad residencial.

La ciudad recibirá comentarios públicos por correo electrónico: 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 a las 7:00 p.m. el martes 11 de Mayo del 2021. 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).

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 February 9, 2021

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. 2020-0474B. A request by Edais Engineering, on behalf of, Riedel Holdings, LLC, owner, to amend conditions on Low Density Residential (R1-20) zoning as approved by Ordinance No. 402. The property is located at Quintero Avenue & County 22nd Street.

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. 2020-0474B

4. B. Public hearing followed by discussion and possible action on any and all matters regarding Text Amendment Case No. 2021-0293. A request by the City of San Luis for a text amendment to the San Luis City Code Chapter 18 Zoning Regulations Section 18.30.020(E)(7) and 18.30.030(E)(6) by amending the requirements for covered parking on Multiple Residential Zoning Districts.

- A. Open public hearing
 - 1. Staff presentation
 - 2. Call to the Public on this item
- B. Close public hearing
- C. Action on Text Amendment Case No. 2021-0293

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. 2021-0181F. A request by Vega & Vega Engineer, PLC, on behalf of Sam Group Investment Co., owner, for the final plat approval for Belleza Del Desierto Phase 2 Subdivision. The property is located at the southeast corner of 20th Avenue and San Antonio Street.

- A. Staff presentation
- B. Action on Subdivision Case No. 2021-0181F

5. B. Discussion and possible action on any and all matters regarding Subdivision Case No. 2021-0307P. A request by Edais Engineering, Inc, on behalf of the owner, for the preliminary plat approval for Palencia Hills Subdivision. The property is located north of County 22nd Street and alignment of Quintero Avenue.

- A. Staff presentation
- B. Action on Subdivision Case No. 2021-0307P

5. C. Discussion and possible action on any and all matters regarding Subdivision Case No. 2021-0308F. A request by Edais Engineering, Inc, on behalf of the owner, for the final plat approval for Palencia Hills Subdivision. The property is located north of County 22 Street and alignment of Quintero Avenue.

- A. Staff presentation
- B. Action on Subdivision Case No. 2021-0308F

6. ADJOURNMENT



AGENDA ITEM REVIEW FORM

Planning & Zoning Commission Meeting

3. A.

Meeting Date: 05/11/2021

Summary

APPROVAL OF MINUTES

-Regular Planning and Zoning Commission meeting held February 9, 2021

Attachments

Minutes February 9, 2021

MINUTES

REGULAR MEETING
PLANNING AND ZONING COMMISSION
SAN LUIS COUNCIL CHAMBERS
1090 E. UNION STREET
FEBRUARY 9, 2021
7:00 PM

1. CALL TO THE ORDER /ROLL CALL: The meeting was called to order at 7:07 PM, by Chairman Marco A. Pinzon.

2. PLEDGE OF ALLEGIANCE:

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
- Vice Chairman Veronica Zavala
- Commission Member Javier Barraza
- Commission Member Hugo Garcia
- Commission Member Guillermina Fuentes
- Commission Member Case Van Veen
- Commission Member George Amaya

ABSENT:

OTHERS PRESENT:

- Jose A. Guzman, Director of Planning and Zoning
- Roman Pacheco, Planning Technician
- Kay Macuil, City Attorney (remotely)
- Alejandra Munoz, San Luis Resident (remotely)

Elizabeth Carpenter, Long Realty (remotely)
Glenn Gimbut, Assistant City Attorney
Tadeo A. De La Hoya, City Manager (remeter)
Tom DuBose, DuBose Design Group, Inc.

3. CONSENT AGENDA

3. A. APPROVAL OF MINUTES

-Special Planning and Zoning Commission meeting held January 19, 2021.

MOTION: Chairman Marco A. Pinzon / Commission Member Javier Barraza to approve the consent agenda as presented. The Motion passed unanimously.

The vote was as follows:

Chairman Marco A. Pinzon	Aye
Vice Chairman Veronica Zavala	Aye
Commission Member Javier Barraza	Aye
Commission Member Hugo Garcia	Aye
Commission Member Guillermina Fuentes	Aye
Commission Member Case Van Veen	Aye
Commission Member George Amaya	Aye

4. PUBLIC HEARINGS

4. A. Public hearing followed by discussion and possible action on any and all matters regarding Conditional Use Permit Case No. 2021-031. A request by Alejandra Muñoz, owner, for a Conditional Use Permit to allow the construction of an accessory dwelling unit (guesthouse) on property located at 115 N. Escamilla Court.

A. Open public hearing

MOTION: Chairman Marco A. Pinzon / Commission Member Javier Barraza to approve the consent agenda as presented. The Motion passed unanimously.

The vote was as follows:

Chairman Marco A. Pinzon	Aye
Chairman Veronica Zavala	Aye
Commission Member Javier Barraza	Aye
Commission Member Hugo Garcia	Aye
Commission Member Guillermina Fuentes	Aye
Commission Member Case Van Veen	Aye
Commission Member George Amaya	Aye

1. Staff Presentation

Jose A. Guzman, Director of Planning and Zoning, summarized staff report recommending approval of Conditional Use Permit Case No. 2021-031.

Commission Member Guillermina mentioned that it will be really hard to enforce, if the unit is going to be use for rental purposes, however I believe that the applicant has been complying with everything that is being requested. **Guzman** responded yes, that is why staff is recommending approval of this request.

Glenn Gimbut, Assistant Attorney, stated that one of his concerns in single family residential neighborhood and turn it on a multi-family residential neighborhood, I believe you can put an extra condition on a conditional use permit.

Commission Member Javier Barraza, asked if the building of the wall will be taking place at the same time as the house, how is that going to be control or monitor? **Guzman** responded that is going to be requirement through the building permit. **Barraza** mentioned that way the new driveway will be avoided.

2. Call to the Public on this item

There were no public comments

A. Close public hearing

MOTION: Chairman Marco A. Pinzon / Commission Member Javier Barraza to close public hearing. The Motion passed unanimously.

The vote was as follows:

Chairman Marco A. Pinzon	Aye
Vice Chairman Veronica Zavala	Aye
Commission Member Javier Barraza	Aye
Commission Member Hugo Garcia	Aye
Commission Member Guillermina Fuentes	Aye
Commission Member Case Van Veen	Aye
Commission Member George Amaya	Aye

C. Action on Conditional Use Permit Case No. 2021-031

MOTION: Commission Member Guillermina Fuentes / Commission Member George Amaya to forward conditional use permit case no. 2021-031 to the City Council with recommendation of approval as presented by staff. Motion passed unanimously.

The vote was as follows:

Chairman Marco A. Pinzon	Aye
Vice Chairman Veronica Zavala	Aye
Commission Member Javier Barraza	Aye
Commission Member Hugo Garcia	Aye
Commission Member Guillermina Fuentes	Aye
Commission Member Case Van Veen	Aye
Commission Member George Amaya	Aye

4. B. Public Hearing followed by discussion and possible action on any and all matters regarding Text Amendment Case No. 2020-0793. A request by the City of San Luis for a text amendment to the San Luis City Code Chapter 152 Zoning Regulations Section 152.243 to amend the Required Parking by Land Use Type.

A. Open public hearing

MOTION: Chairman Marco A. Pinzon / Commission Member Case Van Veen to open public hearing. The Motion passed unanimously.

The vote was as follows:

Chairman Marco A. Pinzon	Aye
Vice Chairman Veronica Zavala	Aye
Commission Member Javier Barraza	Aye
Commission Member Hugo Garcia	Aye
Commission Member Guillermina Fuentes	Aye
Commission Member Case Van Veen	Aye
Commission Member George Amaya	Aye

1. Staff presentation

Jose A. Guzman, Director of Planning and Zoning, stated that this text amendment came because we had been receiving some building permit applications, especially for the gym we received two and we notice that the parking requirements that we have were really restrictive compare to other municipalities and in effort to be more development friendly we basically changing the required parking for gymnasiums and added a language for general commercial building to be 300 square feet because as we have more development we do not know what type of business are coming. And by adding that restriction that any commercial building must be 300 square feet it is a general requirement for any commercial business.

Commission Member Case Van Veen asked how much of a difference it is. Guzman responded that right now for a gym as an example it is 1 space for every 100 square feet.

Commission Barraza asked since the gym is been built right now did the 100 or the 300 requirement was required or was a variance granted.

Mr. Guzman stated that we did mentioned to applicant of the gym that we were working on the text amendment so we went with the 300 square feet. In case that the City Council does not approve the text amendment, they will have to comply with the 100 square feet.

Case Vann Veen, mentioned that his only concern is that being that were are in San Luis, having adequate parking is very important. I agree with it but then are we open ourselves up for something later on that it will not be beneficial to the city. Or this is just a one case at a time thing? **Guzman** responded that the request right now is to amend the requirements and once it is approved by council, they would have to comply with 1 space for every 300 square feet.

1. Call to the Public on this item

There were no public comments

2. Close public hearing

MOTION: Chairman Marco A. Pinzon / Commission Member Javier Barraza to close public hearing. The Motion passed unanimously.

The vote was as follows:

Chairman Marco A. Pinzon	Aye
Vice Chairman Veronica Zavala	Aye
Commission Member Javier Barraza	Aye
Commission Member Hugo Garcia	Aye
Commission Member Guillermina Fuentes	Aye
Commission Member Case Van Veen	Aye
Commission Member George Amaya	Aye

3. Action on Text Amendment Case No. 2020-0793

MOTION: Commission Member Javier Barraza / Commission Member Guillermina Fuentes to forward Text Amendment Case No. 2020-0793 to the City Council with recommendation of approval as presented by staff. The Motion passed unanimously.

The vote was as follows:

Chairman Marco A. Pinzon	Aye
Vice Chairman Veronica Zavala	Aye
Commission Member Javier Barraza	Aye
Commission Member Hugo Garcia	Aye
Commission Member Guillermina Fuentes	Aye
Commission Member Case Van Veen	Aye
Commission Member George Amaya	Aye

4. C. Public hearing followed by discussion and possible action on any and all matters regarding Text Amendment Case No. 2020-0794. A request by the City of San Luis for a text amendment to the San Luis City Code Chapter 152 Zoning Regulations Section 152.047(D) (1) to amend the submittal deadline for Major General Plan Amendment Applications.

A. Open public hearing

MOTION: Chairman Marco A. Pinzon / Commission Member Javier Barraza to open public hearing. The Motion passed unanimously.

The vote was as follows:

Chairman Marco A. Pinzon	Aye
Vice Chairman Veronica Zavala	Aye
Commission Member Javier Barraza	Aye
Commission Member Hugo Garcia	Aye
Commission Member Guillermina Fuentes	Aye
Commission Member Case Van Veen	Aye
Commission Member George Amaya	Aye

1. Staff presentation

Jose A. Guzman Director of Planning and Zoning stated that the purpose of this text amendment is to change the deadline application for Major General Plan Amendments, the current deadline is June 15th. Last year we received three applications, we only had 6.5 month to process them. The current state law requires that all Major General Plan Amendments applications to be heard before City Council the same year that they are submitted.

Kay Macuil, City Attorney, stated that she just notice that is said March 1st on the text amendment not March 15th. Guzman stated that was a typo and that the proposed deadline will be March 15th.

Vice Chairman Veronica Zavala, mentioned that regarding for this year, if some of the developers was planning to submit any Major Amendment they do not have a time. How this new deadline is going to work for this year submittals, are we going to be able to delivers all the letters and be ready for this new date in March? Guzman responded that a soon as this text amendment is approved we will be sending those notice through emails and we will work with any developer who is planning on submitting an application we will be flexible on the application process.

Glenn Gimbut, Assistant City Attorney, mentioned the Mr. Guzman suggestion makes a lot of sense to give staff adequate time to process these applications and to give it consideration also to allow the Commission time to digest what is going on. The law though still says that Council can only vote on Major Plan Amendments once a year we are not changing that date, we are not changing that time because we are prohibit by state statute. So those decision will still be at the end of the calendar year. Growing Smarter was intended to make it difficult to do Major Plan Amendments. The whole idea is that, if you remember you are asking to do a Major Amendment to the General Plan and what had happen before Growing Smarter is item 1 on the agenda was to change the plan item number 2 is was to do the rezoning and all of the sudden you reduce general plan to nothing. Because councils could do whatever they wanted whenever they felt like it. The whole idea was no we want to give some permanence to the plan, we want to make it difficult to amend, and we are only going to allow it once a year. I know that several developers have been in touch with Mr. Guzman about Major Plan Amendments this year, they

all are aware of this change. I have not heard anyone they have a problem with this new deadline.

2. Close public hearing

MOTION: Chairman Marco A. Pinzon / Commission Member Hugo Garcia to close public hearing. The Motion passed unanimously.

The vote was as follows:

Chairman Marco A. Pinzon	Aye
Vice Chairman Veronica Zavala	Aye
Commission Member Javier Barraza	Aye
Commission Member Hugo Garcia	Aye
Commission Member Guillermina Fuentes	Aye
Commission Member Case Van Veen	Aye
Commission Member George Amaya	Aye

C. Action on Text Amendment Case No. 2020-0794

MOTION: Commission Member George Amaya / Chairman Marco A. Pinzon to forward Text Amendment Case No. 2020-0794 to the City Council with recommendation of approval as presented by staff. The Motion passed unanimously.

The vote was as follows:

Chairman Marco A. Pinzon	Aye
Vice Chairman Veronica Zavala	Aye
Commission Member Javier Barraza	Aye
Commission Member Hugo Garcia	Aye
Commission Member Guillermina Fuentes	Aye
Commission Member Case Van Veen	Aye
Commission Member George Amaya	Aye

4. D. Public hearing followed by discussion and possible action on any and all matters regarding Text Amendment Case No. 2021-050. A request by the City of San Luis for a text amendment to the San Luis City Code Chapter 152 Zoning Regulations Section 152.013 Definitions and Section 152.225 Medical Marijuana to provide for the regulations of marijuana establishments and/or marijuana testing facilities.

A. Open public hearing

MOTION: Chairman Marco A. Pinzon / Commission Member Javier Barraza to open public hearing. The Motion passed unanimously.

The vote was as follows:

Chairman Marco A. Pinzon	Aye
Chairman Veronica Zavala	Aye
Commission Member Javier Barraza	Aye
Commission Member Hugo Garcia	Aye
Commission Member Guillermina Fuentes	Aye
Commission Member Case Van Veen	Aye
Commission Member George Amaya	Aye

1. Staff presentation

Jose A. Guzman Director of Planning and Zoning mentioned that this item was going to be presented by Glenn Gimbut, Assistant City Attorney.

Glen Gimbut, Assistant City Attorney, mentioned that when proposition 207 passed by the voters. The next week I was in front of City Council in a work session to ask which direction they want the city to go in responding to proposition 207. And I asked if the attitudes towards marijuana in our community particularly the attitude that people did not like it. I asked if that had changed in the years since medical marijuana. And I was more or less told which version of the word "No" you do not understand. With that in mind we drafted the current regulations on the books, and you may recall we met about this in December, where the regulatory skim is that marijuana establishments which are the ones who sell recreational marijuana are

banned in our community except at a place that they sells medical marijuana. The regulatory skim in Arizona is such that you get one medical marijuana license per community health area, also called "CHAA". We are in two CHAA in San Luis but there is an overall cap on how many medical marijuana licenses are available in the state and that cap is exhausted. The only way you are going to get a medical marijuana dispensary license in San Luis is if you win the annual lottery for the few licenses that are available state wide and so far no one has won that lottery. So by that kind of regulations we effectively banned recreational marijuana been in San Luis. Since then the City of San Luis has been approach by a couple of people who wants to locate recreational marijuana in San Luis. It appears that we would me almost guarantee one license down here, but that is all that would be available is one recreational marijuana license. The propose site seems to be the old Kentucky Fried Chicken business. The reason we are in front of you is this is a request by the Mayor. We had an executive session in front of City Council while I cannot tell you what was said on the executive session I can tell you I heard no opposition to this change. Right now, our zoning code reads that medical marijuana establishments banned except for medical marijuana, I am removing that language and putting in saying that medical establishment will be regulated exactly the same way as medical marijuana dispensary are regulated. In others words one thousand feet from schools, and thousand feet from a public park, those restrictions are still very much in place. That is the proposal that the Planning and Zoning Commission will see in front of you tonight.

Commission Member Case Van Veen, asked so they still have to have the medical license along with the recreational license? **Gimbut** responded no, that changes that they can be either a medical marijuana dispensary or medical marijuana establishment for recreational marijuana but they do not have to have both licenses anymore under this change. **Van Veen** asked so we can vote not to change that, right? **Gimbut** responded yes, right now the present existing ordinance says recreational marijuana can only be sold at a medical marijuana dispensary but we are changing that and of course all zoning have to come through the commission for recommendation so that is why is here tonight. The change if any will be made by City Council.

Commission Member Fuentes, asked how many persons or places can be open at one certain point, if the city will give a license to operate. **Gimbut** replied the city does not give any license to anyone the state does through the Arizona Department

of Health Services. The regulatory skims for medical marijuana dispensary licenses or recreational marijuana are different. Medical Marijuana is regulated by so called "CHAA" recreational marijuana there is one license for every ten pharmacies licenses in the state and they are a couple of minor brackets. My understating from one lawyer who is representing one of this people who want to locate in San Luis who is an expert in this regulations, says there will be one license that we almost guarantee to get a license down here but only one and that is that lawyer opinion. There are approximately at least one hundred sixty available state wide. If you want to locate all one hundred and sixty in a roll in the City of Phoenix you can do it. Only if there is no medical marijuana at all in your County are you allow one recreational marijuana license, there is that provision in the statute. It is up to the state to issue license for recreational marijuana.

Commission Member Case Van Veen, mentioned that he wanted to make sure how important this is, if we let this change in the future we are basically are opening our self-up.

Commission Member Barraza, mentioned that he wanted to remind commission members that the applicant still need apply for a conditional use.

3. Close public hearing

MOTION: Chairman Marco A. Pinzon / Commission Member Case Van Veen to close public hearing. The Motion passed unanimously.

The vote was as follows:

Chairman Marco A. Pinzon	Aye
Vice Chairman Veronica Zavala	Aye
Commission Member Javier Barraza	Aye
Commission Member Hugo Garcia	Aye
Commission Member Guillermina Fuentes	Aye
Commission Member Case Van Veen	Aye
Commission Member George Amaya	Aye

C. Action on Text Amendment Case No. 2021-050

MOTION: Chairman Marco A. Pinzon / Commission Member Case Van Veen to recommend denial to City Council regarding Text Amendment Case No. 2021-050. The Motion carried 6-1.

The vote was as follows:

Chairman Marco A. Pinzon	Aye
Vice Chairman Veronica Zavala	Aye
Commission Member Javier Barraza	Aye
Commission Member Hugo Garcia	Aye
Commission Member Guillermina Fuentes	Nay
Commission Member Case Van Veen	Aye
Commission Member George Amaya	Aye

5. ITEMS REQUIRING DISCUSSION AND/OR ACTION

5. A. Discussion and possible action on any and all matters regarding Subdivision Case No. 2020-0765P. A request by Riedel Holdings LLC, for the preliminary plat approval for La Esperanza Estates Subdivision. The property is located south of the East Main Canal between 6th and 8th Avenue.

A. Staff Presentation

Jose A. Guzman, Director of Planning and Zoning, summarized staff report recommending approval of preliminary plat Subdivision Case No. 2020-0765P, approval subject to the following condition:

1. Applicant must address all comments on review letter dated February 5, 2021.

B. Action on Subdivision Case No. 2020-0765P

MOTION: Commission Member Javier Barraza / Vice Chairman Veronica Zavala to approve Subdivision Case No. 2020-0765P with conditions as presented by staff. Motion passed unanimously.

The vote was as follows:

Chairman Marco A. Pinzon	Aye
Vice Chairman Veronica Zavala	Aye
Commission Member Javier Barraza	Aye
Commission Member Hugo Garcia	Aye
Commission Member Guillermina Fuentes	Aye
Commission Member Case Van Veen	Aye
Commission Member George Amaya	Aye

6. A. Discussion and possible action on any and all matters regarding Subdivision Case No. 2020-0792F. A request by Riedel Holdings LLC, for the preliminary plat approval for La Esperanza Estates Subdivision. The property is located south of the East Main Canal between 6th and 8th Avenue.

A. Staff Presentation

Jose A. Guzman, Director of Planning and Zoning, summarized staff report recommending approval of Subdivision Case No. 2020-0792F, subject to the following condition:

1. Applicant must address all comments on review letter dated February 5, 2021.

2. Action on Subdivision Case No. 2020-0792F

MOTION: Vice Chairman Veronica Zavala / Chairman Marco A. Pinzon to forward Subdivision Case No. 2020-0792F with approval recommendation to the City Council with the condition that the applicant addresses review comments letter dated February 5, 2021 before presenting item to City Council. Motion passed unanimously.

The vote was as follows:

Chairman Marco A. Pinzon	Aye
Vice Chairman Veronica Zavala	Aye
Commission Member Javier Barraza	Aye
Commission Member Hugo Garcia	Aye
Commission Member Guillermina Fuentes	Aye
Commission Member Case Van Veen	Aye
Commission Member George Amaya	Aye

6. ADJOURNMENT

MOTION: Commission Member Javier Barraza / Chairman Marco A. Pinzon adjourn the Regular Planning and Zoning Commission meeting at approximately 7:54 p.m. Motion passed unanimously.

The vote was as follows:

Chairman Marco A. Pinzon	Aye
Vice Chairman Veronica Zavala	Aye
Commission Member Javier Barraza	Aye
Commission Member Hugo Garcia	Aye
Commission Member Guillermina Fuentes	Aye
Commission Member Case Van Veen	Aye
Commission Member George Amaya	Aye

APPROVED:

Marco A. Pinzon, Chairman

ATTEST:

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 FEBRUARY 9, 2021. I FURTHER CERTIFY THAT THE MEETING WAS DULLY CALLED AND HELD AND THAT A QUORUM WAS PRESENT.

Roman Pacheco, Planning Technician



PLANNING & ZONING AGENDA ITEM REVIEW FORM

Planning & Zoning Commission Meeting

4. A.

Meeting Date: 05/11/2021

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

ITEM:

Public hearing followed by discussion and possible action on any and all matters regarding Rezoning Case No. 2020-0474B. A request by Edais Engineering, on behalf of, Riedel Holdings, LLC, owner, to amend conditions on Low Density Residential (R1-20) zoning as approved by Ordinance No. 402. The property is located at Quintero Avenue & County 22nd Street.

- 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. 2020-0474B

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 Medium Density Residential (MDR) in the City of San Luis 2020 General Plan. The activities proposed will be consistent with and conforms to the designation (Page 2-9). The MDR Land Use designation allows detached single family residential density range up to one dwelling unit per acre.

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 (9 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 §18.15.010(C)), a Citizen Review meeting was held at City Hall on May 5, 2021, 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 approved by City Council by Resolution No. 2146. The conditions of the development agreement are in Article 2. Special Provisions for Infrastructure and are listed as follows:

- 2.1 The Owner shall have a traffic study conducted at the Owner's expense in accordance with said Public Works Standards of the City of San Luis and shall construct or provide for the construction and/or development of all improvements required by the said study as a condition for issuance of any permit authorizing construction or development. Improvements shall also comply with the City's Ordinance No. 390.
- 2.2 Owner agrees to provide off-site drainage. Water retention/detention areas may be counted towards the 2% Open Space required by the Zoning Regulations (Chapter 152 Table No. 2). The required 2% for Las Quintas 3 Subdivision is 0.2104 acres.
- 2.3 Owner agrees to provide a 10" water line and fire hydrants at least every 240 feet. And provide a 54-foot right-of-way for Quintero Avenue, as shown in Exhibit 2.
- 2.4 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.
- 2.5 Grading and erosion control shall comply with the 2003 International Building Code Appendix J standards for all aspects of the development, including developing lots and building houses or other buildings. The Owner shall provide a system for effective future maintenance of all improvements needed or necessary to maintain grading and erosion control after development of the subdivision. Such future maintenance shall include, but shall not be limited to and as an example only, placing common improvements such as retaining walls in common areas and establishing a homeowner's association to maintain same.
- 2.6 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.
- 2.7 Owner agrees to obtain ownership of necessary right-of-way for improvements.
- 2.8 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.
- 2.9 Offset from a collector street should be set at a safe distance for construction of required turn lanes and safe turning movements.
- 2.10 The terms of this Agreement are in addition to City codes, rules, fees and regulations that are applicable to this action.

AMENDMENT REQUEST:

The reason for this request is to amend the conditions on the development agreement. Since the rezoning was conditioned on the development agreement, the rezoning process was done as a regular rezoning to give the opportunity to the public to comment or ask questions regarding this request. This rezoning request will be presented to City Council during the same meeting of the new proposed development agreement with the amended conditions. If the development agreement is approved, then the rezoning will be presented for approval.

The owner request is to change the following conditions:

- 2.4 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.

This condition was proposed by staff in order to create pedestrian connectivity, however, owner mentioned that this request is not feasible for the number of lots to be constructed and the cost it requires. This recommendation from staff is not a requirement of our regulations. The regulations require

owner to improve half of the street directly in front of the subdivision.

Since the layout of the subdivision changed and now is proposed to be a gated community, staff is proposing the following changes:

- The Development Agreement was approved based on a layout with 10 lots, the new proposal is 19 lots. The plat is part of the agreement as "Exhibit 2: Conceptual Plan" and will be updated with the new conceptual plan.
- The name for the future subdivision was changed from "Las Quintas de San Luis 3" to "Palencia Hills" and agreement needs to be change appropriately.
- The applicant must provide to the City any documentation regarding the Home Owners Association including but not limited to Declaration of Covenants, Conditions and Restrictions(CC&Rs), the articles of incorporation, the bylaws, and the rules and regulations. The applicant must provide an acceptable mechanism to generate funds necessary to maintain any private streets, landscape, retention, common areas and amenities associated with the development including the landscape in the adjacent public right-of-way. The applicant agrees to submit a petition to create any applicable improvement district, dedicate easements to the City, and make changes to the plat as deem necessary by the City. If applicant is not in agreement with any requirement or administrative interpretation, then the appeal process shall be followed in accordance with City Code Section 152.045.

SUMMARY:

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

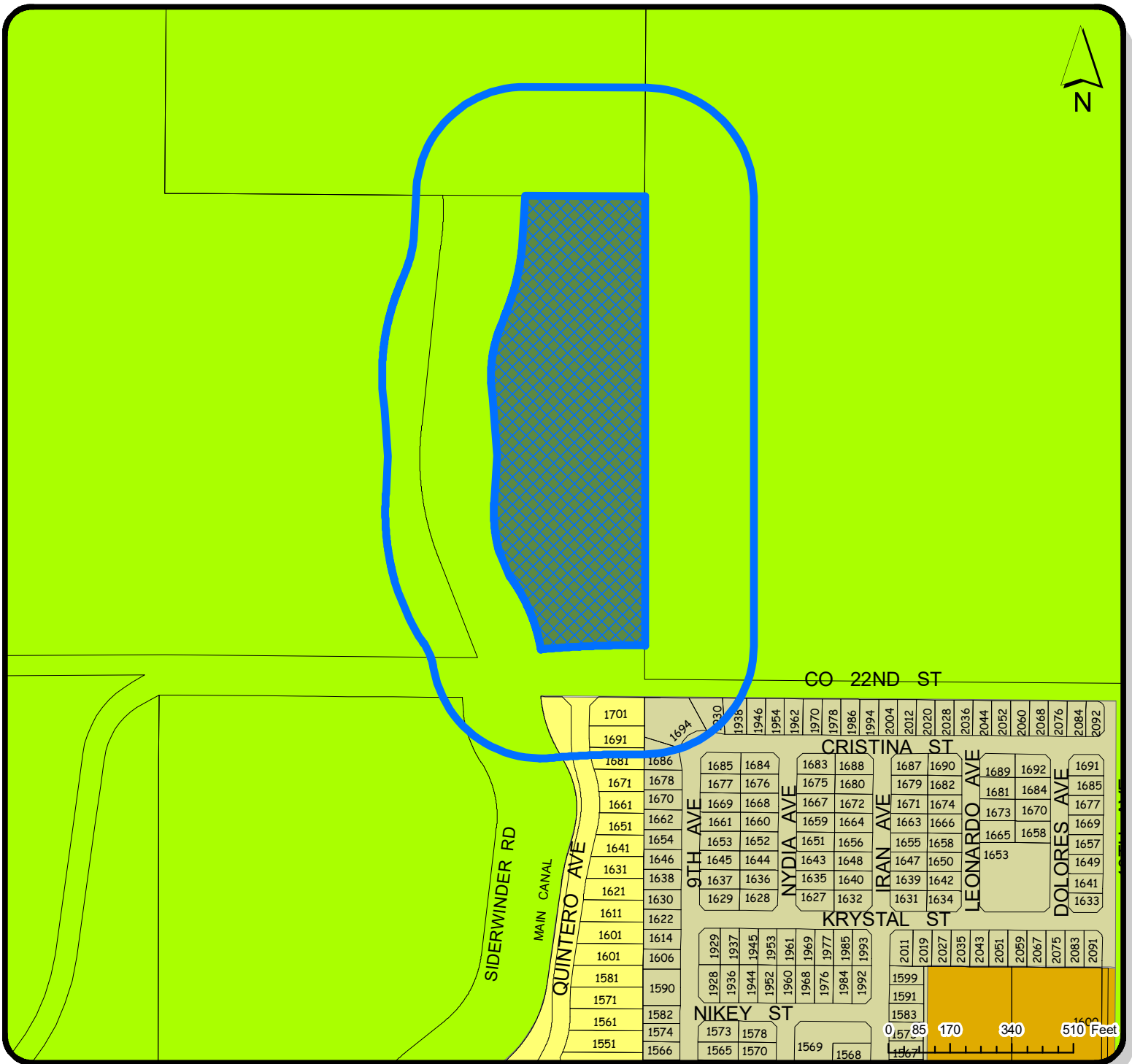
Staff recommends approval of Rezoning Case No. 2020-0474B subject to the conditions set by in the Development Agreement approved by City Council in Resolution No. 2058 or any amendment approved by Council.

RECOMMENDED MOTION:

I MOVE TO FORWARD REZONING CASE NO. 2020-0474B TO CITY COUNCIL WITH RECOMMENDATION OF APPROVAL WITH THE CONDITION THAT COUNCIL APPROVES ANY AMENDMENTS TO THE DEVELOPMENT AGREEMENT.

Attachments

- Location Map
 - Resolution No. 2146- Development Agreement
 - New Conceptual Plan
 - Aerial Picture
-



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



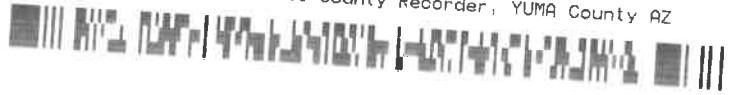
GIS

CREATED BY:
ISAAC GUTIERREZ

CHECKED BY:
ROMAN PACHECO

APPROVED BY:
JOSE A. GUZMAN

2020-35006 RESOLUTION
11/16/2020 04:19:38 PM Pages: 15 Fees: \$15.00
Requested By: CSL (RECORDING & COPIES)
Recorded By: cromero
Robyn Stallworth Piquette County Recorder, YUMA County AZ



WHEN RECORDED MAIL TO:

**CITY OF SAN LUIS
ATTN: CITY CLERK
P.O. BOX 1170
SAN LUIS, ARIZONA 85349**

The above area is to be reserved for recording information

CAPTION HEADING:

RESOLUTION

Resolution No. 2146

Approving Las Quintas De San Luis 3 Development Agreement between the City of San Luis and Riedel Holdings.



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

NO. 2146

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. AND REPEALING RESOLUTION NO. 2058.

WHEREAS, on October 10, 2018, the City of San Luis passed Resolution No. 2058 approving a development agreement with Riedel Holdings, L.L.C. the for Las Quintas de San Luis 3 subdivision project to be located in San Luis, Arizona; and

WHEREAS, two years later on October 13, 2020, the City of San Luis Planning Commission recommended approval of a zone change from R1-6 to R1-20 triggering a need for a new Development Agreement; and

WHEREAS, the City of San Luis and Nieves Riedel, Riedel Holdings, L.L.C.; Owner, desire to enter into a new development agreement for Las Quintas de San Luis 3 subdivision project; 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 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 Resolution No. 2058 is hereby repealed;

SECTION 2. 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 R1-20 passing;

SECTION 3. That the development agreement proposed by city staff is a condition upon rezoning to R1-20 if the rezoning passes.

PASSED AND ADOPTED by the Mayor and City Council of the City of San Luis, Arizona, this 10th day of November 2020.

APPROVED:



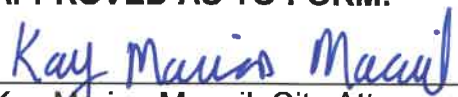
Gerardo Sanchez, Mayor

ATTEST:



Sonia Cornelio, City Clerk

APPROVED AS TO FORM:



Kay Marion Macuil, City Attorney

LAS QUINTAS DE SAN LUIS 3 DEVELOPMENT AGREEMENT

Rezoning Case Number 2020-0474

THIS DEVELOPMENT AGREEMENT (the “**Agreement**”) is entered into as of this 10th day of November 2020 (“**Effective Date**”) by and between the City of San Luis, an Arizona municipal corporation (the “**City**”), and Nieves Riedel, Riedel Holdings, L.L.C. a limited liability corporation organized under the laws of Arizona, (the “**Owner**”). The City and the Owner may be referred to singularly as the “**Party**” and collectively as the “**Parties.**”

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 of the East Main Canal is more specifically described herein; and

C. WHEREAS, the Owner has requested rezoning of the Property from Medium Density Residential (R-12) to Medium Density Residential (R1-20); and

D. WHEREAS, the City’s governing body has authorized execution of this Agreement by Resolution No. 2146.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

DEFINITIONS

The following terms shall have the meanings set forth below whenever used in this Agreement, except where the context clearly indicates otherwise:

Agreement shall mean this development agreement.

City shall mean and refer to the City of San Luis, an Arizona municipal corporation, and any successor public body or entity.

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 Agreement.

Owner shall mean and refer to Nieves Riedel, Riedel Holdings, L.L.C., and any successor in ownership.

Property as used in this Agreement shall mean and refer to all of the real Property, which is legally described in Exhibit 1.

ARTICLE 1. DEVELOPMENT PLAN

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

1.2. 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 non-breaching Party shall have their respective remedies set forth in Section 5.3 of this Agreement.

1.3. 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 under 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 2. SPECIAL PROVISIONS FOR INFRASTRUCTURE

2.1 The Owner shall have a traffic study conducted at the Owner’s expense in accordance with said Public Works Standards of the City of San Luis and shall construct or provide for the construction and/or development of all improvements required by the said study as a condition for issuance of any permit authorizing construction or development. Improvements shall also comply with the City’s Ordinance No. 390.

2.2 Owner agrees to provide off-site drainage. Water retention/detention areas may be counted towards the 2% Open Space required by the Zoning Regulations (Chapter 152 Table No. 2). The required 2% for Las Quintas 3 Subdivision is 0.2104 acres.

2.3 Owner agrees to provide a 10” water line and fire hydrants at least every 240 feet. And provide a 54-foot right-of-way for Quintero Avenue, as shown in Exhibit 2.

2.4 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.

2.5 Grading and erosion control shall comply with the 2003 International Building Code Appendix J standards for all aspects of the development, including developing lots and building houses or other buildings. The Owner shall provide a system for effective

future maintenance of all improvements needed or necessary to maintain grading and erosion control after development of the subdivision. Such future maintenance shall include, but shall not be limited to and as an example only, placing common improvements such as retaining walls in common areas and establishing a homeowner's association to maintain same.

2.6 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.

2.7 Owner agrees to obtain ownership of necessary right-of-way for improvements.

2.8 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.

2.9 Offset from a collector street should be set at a safe distance for construction of required turn lanes and safe turning movements.

2.10 The terms of this Agreement are in addition to City codes, rules, fees and regulations that are applicable to this action.

ARTICLE 3. INDEMNIFICATION

3.1. Owner agrees to defend, indemnify, and hold harmless City, its officers, officials, and employees ("**Indemnified Group**") from and against claims, damages, losses, and expenses of any nature whatsoever (including but not limited to reasonable attorney fees, financial 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.

3.2. 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.

3.3. 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.

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

ARTICLE 4. SUB AGREEMENTS

4.1. 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 Agreement, this Agreement or the Amended Agreement (as the case may be) shall govern and control.

ARTICLE 5. MEDIATION AND DEFAULT

5.1. 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.

5.2. 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

P.O. Box 1170
1090 E. Union Street
San Luis, Arizona 85349

If to the Owner: Nieves Riedel, Riedel Holdings, L.L.C.
P.O. Box 1649
1950 Cesar Chavez Blvd, Suite G
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.

7.2. 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.

7.3. 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.

7.4. 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.

7.5. 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 1 Legal Description of Property

Exhibit 2 Conceptual Plan

7.6. 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.

7.7. 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.

7.8. 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.

7.9. 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.

7.10. 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.

7.11. 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.

7.12. 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.

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

7.14. 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.

7.15. Employment Eligibility, E-Verify

1. The Owner warrants his compliance with all federal immigration laws and regulations that relate to its employees and its compliance with A.R.S. § 23-214, subsection A.
2. A breach of a warranty under paragraph 1 shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of the contract.

3. That the City retains the legal right to inspect the papers of any contractor or subcontractor employee who work on the Agreement to ensure that the contractor or subcontractor is complying with the warranty under paragraph 1.

7.16. Boycott. Owner certifies, to the extent permitted by law, that it does not participate in, and agrees not to participate in during the term of this Agreement a boycott of Israel under A.R.S. § 35-393.01.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

City of San Luis, Arizona

[Signature]
Gerardo Sanchez, Mayor

ATTEST:

[Signature]
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

[Signature]
Kay Marion Macuil, City Attorney

Riedel Holdings, L.L.C.

Signature

[Signature]
Print Name Nieves Riedel

Title owner / president

STATE OF ARIZONA)
) ss.
County of Yuma)

The foregoing instrument was acknowledged before me this 17 day of November, 2020, by Nieves Riedel on behalf of Riedel Holding, L.L.C.

[Signature]
Notary Public

My Commission Expires: June 17, 2023

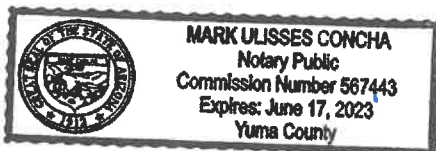


Exhibit 1

Legal Description of Property

Development Agreement Las Quintas de San Luis 3

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 2

Conceptual Plan

Development Agreement Las Quintas de San Luis 3

Exhibit 2

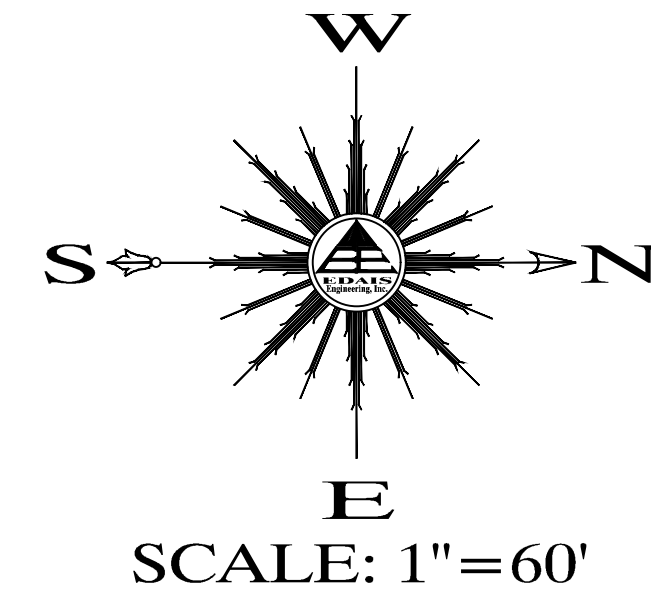
PALENCIA HILLS SUBDIVISION

OFFICE OF YUMA COUNTY RECORDER

A SUBDIVISION OF PARCEL B OF THE BARKLEY LOT SPLIT No.1 AS RECORDED IN BOOK 27 OF PLATS, PAGE 66, Y.C.R. ALSO BEING A PORTION OF THE SOUTH HALF OF SECTION 31, TOWNSHIP 10 SOUTH, RANGE 24 WEST, GILA AND SALT RIVER BASE AND MERIDIAN, YUMA COUNTY, ARIZONA

DATE: MAY 2020 ACREAGE - 10.51 AC

FINAL PLAT



BOOK _____ OF PLATS,
PAGE _____

KEYNOTES

- ① NEW 1' NON-ACCESS EASEMENT
- ② NEW 8' UTILITY & C&TY EASEMENT
- ③ NEW 20' FRONT YARD SETBACK LINE
- ④ NEW 5' DRAINAGE EASEMENT LINE

TRACT AREAS

TRACT "A"	21,395.53 SF
-----------	--------------

LEGEND

- CENTERLINE
- BOUNDARY LINE
- RIGHT OF WAY LINE
- EXISTING LOTS
- NEW PROPERTY LINE

LOT AREAS

LOT	AREA(SF)	LOT	AREA(SF)
1	20019.04	10	20000.94
2	20009.34	11	20000.73
3	20043.38	12	20048.58
4	20062.13	13	20673.15
5	20026.57	14	20063.40
6	20029.15	15	20085.71
7	20031.51	16	20626.62
8	20071.65	17	20706.69
9	22165.88	18	20104.83

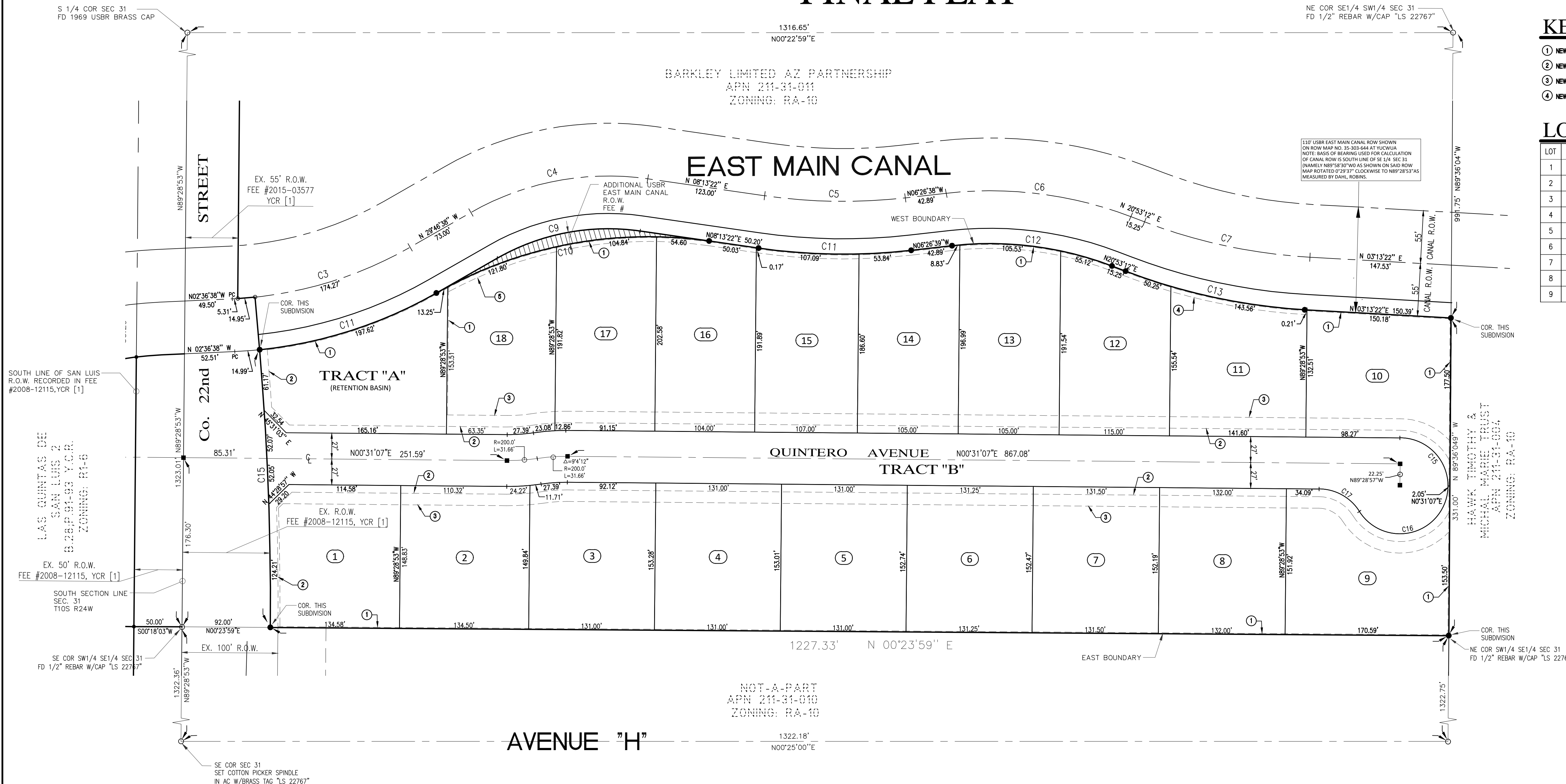
- FOUND MONUMENT (TYPE AS SHOWN)
- NEW STREET MONUMENT AS PER YUMA COUNTY STD. No. 4-080
- NEW SUBDIVISION BOUNDARY MONUMENT PER YUMA COUNTY STD. No. 4-030
- ([]) DATA REFER TO BARKLEY LOT SPLIT No. 1 AS RECORDED IN BOOK 27 OF PLATS, PAGE 66, Y.C.R.O., YUMA COUNTY, ARIZONA.
- B.C. INDICATES BRASS CAP
- H.H. INDICATE HAND HOLE
- ① NEW LOT NUMBER
- APN ASSESSOR PARCEL NUMBER
- Y.C.R.O. YUMA COUNTY RECORDER'S OFFICE

OPEN SPACE CALCULATION

TOTAL AREA = 10.47 ACRES (456,108 SF)
OPEN SPACE REQUIRED = 2% (9,122 SF)
OPEN SPACE PROVIDED = 21,273 SF
= 21,273 SF > 9,122 SF ** OK

CURVE DATA

Curve #	Length	Radius	Delta	Curve #	Length	Radius	Delta
C1	80.71	50.00	92°29'28"	C12	169.47	355.29	27°19'51"
C2	126.49	50.00	144°56'42"	C13	193.91	628.65	17°39'50"
C3	194.53	410.28	27°10'00"	C14	16220.61	465.28	27°10'00"
C4	190.91	287.87	37°59'48"	C15	193.854	628.700	5°26'20"
C5	146.85	537.67	14°40'00"	C16			
C6	195.71	410.29	27°19'52"	C17			
C7	176.85	573.65	17°39'50"	C18			
C8	50.02	50.00	57°18'59"	C19			
C9	154.43	232.87	37°59'48"	C20			
C10	294.48	444.05	37°59'49"	C21			
C11	160.93	628.67	14°40'00"				



DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT SALMOS 127 1 LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER HAS THIS THE ____ DAY OF _____ 2021, CAUSED A PORTION OF THE SW1/4 OF SECTION 31, TOWNSHIP 10 SOUTH, RANGE 24 WEST, G.&S.R.B.&M., YUMA COUNTY, ARIZONA, AS PLATTED HEREON, TO BE SUBDIVIDED INTO LOTS, TRACTS & STREETS UNDER THE NAME OF "PALENCIA HILLS SUBDIVISION" AND HEREBY DECLARES THAT THE ACCOMPANYING PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS AND STREETS, CONSTITUTING SAID "PALENCIA HILLS SUBDIVISION" AND THAT EACH LOT SHALL BE KNOWN BY THE NUMBER, THE TRACTS BY THE LETTER AND THE STREET BY THE NAME GIVEN EACH RESPECTIVELY ON SAID PLAT;

AND SALMOS 127 1 LLC, AS OWNER, RESERVE THE USE OF TRACT "A" AND "B" FOR THE COMMON USAGE BY RESIDENTS OF "PALENCIA HILLS SUBDIVISION", THE EASEMENTS AND TRACT "B" ARE DEDICATED FOR THE PURPOSES SHOWN OR NOTES HEREON ARE SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED CONCURRENTLY HERewith.

IN WITNESS WHEREOF: SALMOS 127 1 LLC, HAS CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE SIGNATURE OF JOSE PALENCIA, AS MEMBER, THEREUNTO DULY AUTHORIZED ON THIS THE ____ DAY OF _____ 2021.

BY: JOSE PALENCIA, MEMBER
SALMOS 127 1 LLC.

ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS
COUNTY OF YUMA)

ON THIS THE ____ DAY OF _____ 2021 BEFORE ME, THE UNDERSIGNED OFFICER PERSONALLY APPEARED, NIEVES GARCIA RIEDEL, WHO ACKNOWLEDGED HERSELF TO BE MEMBER OF RIEDEL HOLDINGS, 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: _____

NOTES:

1. TRACT "B" WHICH INCLUDES THE INTERIOR STREET OF THIS SUBDIVISION NAMED QUINTERO AVENUE, IS AN DESIGNATED AS A PRIVATE STREET AND EASEMENTS FOR PUBLIC UTILITIES AND CABLE TELEVISION, WATER, SEWER, EMERGENCY VEHICLE ACCESS AND REFUSE COLLECTION. TRACT "B" SHALL ALSO BE RESERVED FOR THE COMMON USAGE BY THE RESIDENTS OF PALENCIA HILLS SUBDIVISION.

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 _____

DIRECTOR OF PLANNING & ZONING _____ DATE _____

CITY ENGINEER _____ DATE _____

CITY PUBLIC WORKS DIRECTOR _____ DATE _____

SUBDIVIDER/OWNER

SALMOS 127 1 LLC.
P.O. BOX 2754
SAN LUIS, ARIZONA 85349
(928) 345-8646
PARCEL NUMBER: 211-31-012
CURRENT ZONING: R1-20

BASIS OF BEARING

THE SOUTH LINE OF THE SW1/4 OF SECTION 6, T11S, R24W NAMEDLY N 89°40'11" W AS SHOWN ON STATE PLAT No. 17 COMITE DE BIENESTAR AS RECORDED IN BOOK 11 OF PLATS, PAGES 66-68, YCR.

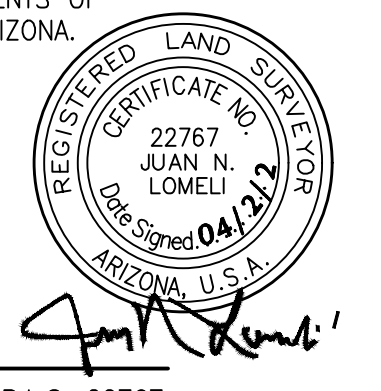
RESTRICTIVE COVENANTS

HAVE BEEN RECORDED CONCURRENTLY AND ARE A PART OF THIS PLAT.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE SUBDIVISION SHOWN HEREON WAS MADE UNDER MY DIRECTION DURING APRIL OF 2020, AND THAT THIS SUBDIVISION CONFORMS TO ALL REGULATIONS AND REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY OF SAN LUIS, ARIZONA.

JUAN N. LOMELI
R.L.S. 22767




PREPARED BY:

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



LOCATION OF SUBJECT PROPERTY

 PID:211-31-012

LOCATION MAP

REZONING

CASE #
2020-0474B

DATE:
8/6/2020

CHECKED BY:
ROMAN PACHECO

PLANNING & ZONING



GIS

CREATED BY:
ISAAC GUTIERREZ

APPROVED BY:
JOSE A. GUZMAN



PLANNING & ZONING AGENDA ITEM REVIEW FORM

Planning & Zoning Commission Meeting

4. B.

Meeting Date: 05/11/2021

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

ITEM:

Public hearing followed by discussion and possible action on any and all matters regarding Text Amendment Case No. 2021-0293. A request by the City of San Luis for a text amendment to the San Luis City Code Chapter 18 Zoning Regulations Section 18.30.020(E)(7) and 18.30.030(E)(6) by amending the requirements for covered parking on Multiple Residential Zoning Districts.

- A. Open public hearing
 - 1. Staff presentation
 - 2. Call to the Public on this item
- B. Close public hearing
- C. Action on Text Amendment Case No. 2021-0293

BACKGROUND:

The current regulations require that all parking spaces for multiple residence building to be covered. Staff believes this requirement is too restrictive and is proposing an amendment.

This amendment is not a reduction of required parking spaces but a reduction in the required "covered" parking spaces. For example, a complex with one hundred (100) units of two (2) bedrooms apartments will require to provide two (2) spaces per unit plus one (1) visitor parking space per every ten (10) units. So in total this complex will require 210 parking spaces. The current regulation requires that all of the parking spaces are covered parking. With the proposed amendment the number required will be 210 parking spaces but only one hundred (100) of those spaces will be required to be covered parking.

In single residence zoning district the current regulations require one (1) carport or garage for one (1) vehicle. We are proposing one (1) covered parking per unit, in order for the residents of multiple residence zoning to have the same opportunity of having one (1) covered parking as the residents of single residence zoning districts.

CITIZEN REVIEW MEETING:

As required by State Statute and the City Code, a Citizen Review Meeting was held on May 4 , 2021, at 6:00 P.M., due to the pandemic, this meeting was conducted via teleconference. Notice of the meeting was published in the local newspaper and the public was 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 text amendment, ask questions and/or express any comments or concerns. There were no people from the public connected to the teleconference neither did the City received any comments or questions prior to the meeting.

SUMMARY:

Staff recommends approval of Text Amendment Case No. 2021-0293.

RECOMMENDED MOTION:

A. I MOVE TO OPEN THE PUBLIC HEARING.

1. Staff presentation

2. Call to the public on this item

B. I MOVE TO CLOSE THE PUBLIC HEARING.

C. I MOVE TO FORWARD TEXT AMENDMENT CASE NO. 2021-0293 TO THE CITY COUNCIL WITH APPROVAL RECOMMENDATION AS PRESENTED BY STAFF.

Attachments

Proposed Amendments

**PROPOSED TEXT AMENDMENT
COVERED PARKING REQUIREMENTS- MULTIPLE RESIDENTIAL ZONING DISTRICTS
CITY OF SAN LUIS CODE- CHAPTER 18: ZONING REGULATIONS
PROPOSED AMENDMENT BY STAFF**

Subsection 18.30.020(E)(7) of the San Luis City Code entitled “ ‘R-2’ Medium-High Density Residential Zoning District” is proposed read as follows:

18.30.020(E)(7) All multiple residential buildings shall provide ~~covered~~ parking in accordance with Chapter 18.75 SLCC. **All multiple residential buildings shall provide one (1) covered parking per dwelling unit.** The required covered parking canopy shall provide motion sensor/detector light fixtures which are to be placed under the parking shade canopy.

Subsection 18.30.030(E)(6) of the San Luis City Code entitled “ ‘R-3’ High Density Residential Zoning District” is proposed read as follows:

18.30.030(E)(6) All multiple residential buildings shall provide ~~covered~~ parking in accordance with Chapter 18.75 SLCC. **All multiple residential buildings shall provide one (1) covered parking per dwelling unit.** The required covered parking canopy shall provide motion sensor/detector light fixtures which are to be placed under the parking shade canopy.



PLANNING & ZONING AGENDA ITEM REVIEW FORM

Planning & Zoning Commission Meeting

5. A.

Meeting Date: 05/11/2021

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. 2021-0181F. A request by Vega & Vega Engineer, PLC, on behalf of Sam Group Investment Co., owner, for the final plat approval for Belleza Del Desierto Phase 2 Subdivision. The property is located at the southeast corner of 20th Avenue and San Antonio Street.

A. Staff presentation

B. Action on Subdivision Case No. 2021-0181F

BACKGROUND:

This is a request by Vega & Vega Engineering, PLC, on behalf of Sam Group Investment Company LTD Partnership, property owner, for the final plat approval of a residential subdivision to be called Belleza Del Desierto Phase 2 Subdivision.

The properties to the north and west have are zoned Medium Density Residential (R1-6). Property to the north is the first phase of this project (Belleza del Desierto Phase 1 Subdivision) and to the west a future subdivision to be called Bienestar 11 Subdivision is on the works. The property to the south is zoned Light Industrial (L-I) and is vacant land. On the east, Southwest Arizona Industrial Subdivision is located with vacant lots zoned industrial and commercial.

This subdivision will consist of approximately 18.44 acres and is proposed to be divided into 87 lots and one tract for storm water retention. The minimum lot size allowed within this subdivision is 6,000 square feet.

GENERAL PLAN:

This area was originally designated as Business in the City of San Luis 2020 General Plan. A Major Amendment was approved by City Council on December 2019 changing the land use designation of this property from Business to Neighborhood.

The intent of Neighborhood land use designation is to focus on the primary living areas in the community and allow all residential zoning districts. The current General Plan Land Use Designation for this parcel is Neighborhood which is appropriate for the proposed 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. Yuma County Airport Authority (3-31-21)
2. City of San Luis Fire Department (4-6-21)

SUMMARY:

The applicant has provided the information and materials necessary for review of the final plat for Belleza Del Desierto Phase 2 Subdivision.

Staff recommends approval of final plat for Subdivision Case No. 2021-0181F. Approval subject to the condition that the applicant addresses review comments on letter dated May 7, 2021.

RECOMMENDED MOTION:

I MOVE TO FORWARD SUBDIVISION CASE NO. 2021-0181F TO CITY COUNCIL WITH THE CONDITION THAT THE APPLICANT ADDRESSES REVIEW COMMENTS ON LETTER DATED MAY 7, 2021 BEFORE PRESENTING ITEM TO CITY COUNCIL.

Attachments

Review Comments Letter dated May 7, 2021

Location Map

Final Plat

Ordinance No. 398

Yuma County Airport Authority Comments (3-31-21)

Fire Department Comments (4-6-21)



City of San Luis

Planning and Zoning Department

Development Services · GIS · Building Safety · Code Enforcement

May 7, 2021

Vianey R. Vega, P.E.
Vega and Vega Engineer, PLC
1846 S. 8th Avenue
Yuma, AZ 85365

Re: Subdivision Case No. 2021-0181F/Belleza Del Desierto Phase 2

City staff has reviewed the final plat for Phase 2 of Belleza Del Desierto Subdivision and have the following comments:

City Engineer:

Final Plat –

1. Check the need for additional right-of-way for sight distances at San Antonio Street and 20th Avenue per City of Yuma Std. 3-200 (Lots 122 and 123, also check if any issues with Phase 1 lots.)

Improvement Plans –

-Paving and Grading Plan

1. 20th Avenue Striping Plan - Add regulatory and warning signs as needed.
2. Drainage Report – Provide full drainage report including street flow capacities and sizing of retention basin spillways.
3. Street lights will be current City of San Luis requirements and will be supplied and installed by APS (the developer shall enter into an agreement with APS for the street lighting system.)

-Water and Sewer Plans

1. Extend sewer lines adjacent to Lots 97 and 98 to the manhole to the south north and eliminate cleanout.

Public Works Department:

Plat

- Add non-access easement on south and east subdivision boundary.
- Drainage easement might be needed in lot frontage if storm water/construction water is expected to encroach behind the sidewalk.

Improvement Plans

- General comment: Designer to meet City of San Luis Standards and get approval in writing for deviations in his design.
- Show calculations that all intersections meet standard 3-400.
- Rip-rap calls out for 3” to 8” rock. Further evaluation needs to be conducted to verify 3” rock is adequate size to not be washed out.
- Striping plans need further review and discussion with engineer.



City of San Luis

Planning and Zoning Department

Development Services · GIS · Building Safety · Code Enforcement

Planning and Zoning Department:

1. As per City Code §152.297(C)(3) a 20 feet landscaped buffer area is required between a residential and an industrial development. The buffer should be labeled as "20' buffer non-buildable easement" and it shall be located along lots 91-115.
2. Applicant must submit signed petitions for the creation of Improvement Districts as per Subdivision Regulations §3.17-5 to §3.17-7
3. Subdivision Regulations §3.28- Lot dimensions must comply with Zoning Regulations. Minimum size is 6000 sq. ft., review size for lots 123, 124, 153, 154 and 177. Minimum width of lots is 60 feet, review lot width on lots 116, 115, 99 and 98.
4. Applicant must comply with all conditions on Ordinance No. 398.
 - a. That any development of the property, or portion thereof, and/or the approval of any subdivision plat, be conditioned upon payment to the city the sum of \$260.00 per acre, or any portion of an acre, as a proportionate contribution for a traffic signal at the intersection of County 24th Street and Avenue E. The city will initiate a regional circulation study in east San Luis within the next 12 months to establish the need for the traffic signals on Avenues F and E along County 24th Street. The study will provide an estimated time as to when the traffic signals will need to be installed.
5. As any other subdivision a traffic study is now a requirement and any improvements must be incorporated in the design.


Parks and Recreation Department:

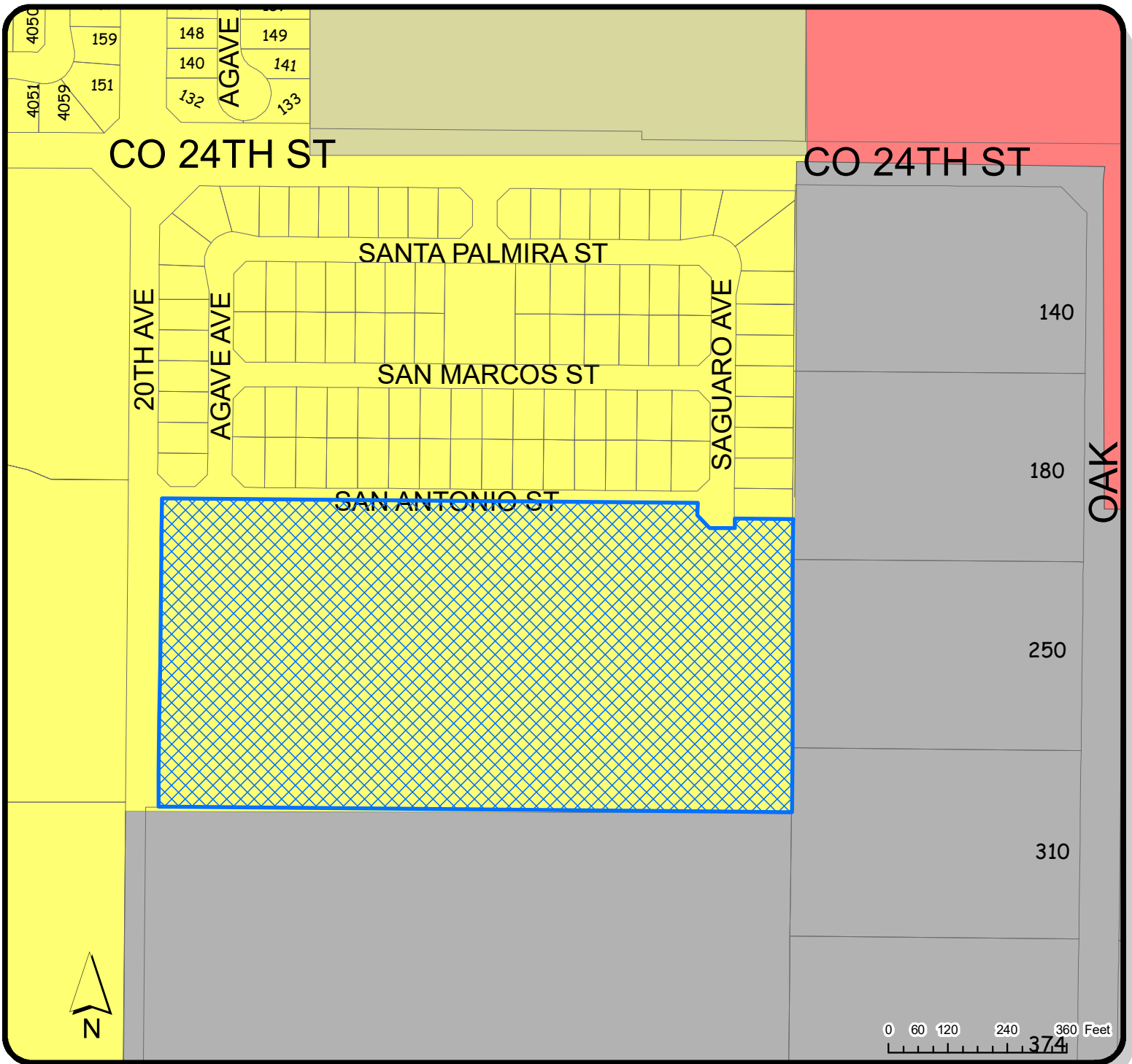
1. Landscape Plans for retention and adjacent right-of-way have been submitted as required by the Subdivision Regulations. Plans are still under view by the Parks and Recreation Department and will provide comments once the review is finalized.

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 comments 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.

If you have any questions on these comments, please contact the Planning and Zoning Department at 928-341-8563.

Thank you,


Jose A. Guzman
Director of Planning and Zoning



LOCATION MAP

SUBDIVISION

LOCATION OF SUBJECT PROPERTY

PARCEL: 22715024

Subdivision: BELLEZA DEL DESIERTO LOT SPLIT Lot: B
 Quarter: NE Section: 15 Township: 11S Range: 24W

- Legend**
- COMMERCIAL ZONING DISTRICTS
C-2
 - INDUSTRIAL ZONING DISTRICTS
U
 - SINGLE RESIDENCE ZONING DISTRICTS
R1-6

CASE #
2021-018F

DATE:

3/21/2021

PLANNING & ZONING



GIS

CREATED BY:

ISAAC GUTIERREZ

CHECKED BY:

ROMAN PACHECO

APPROVED BY:

JOSE A. GUZMAN

BELLEZA DEL DESIERTO PHASE 2 SUBDIVISION

FINAL PLAT

INDEX:

Cover Sheet	---	0
Plat Cover Sheet	---	1 OF 2
Plat	---	2 OF 2
Paving & Grading Plan, and 20th Avenue Striping plan	---	1
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Water & Sewer Plan and Profile	---	3
Water & Sewer Plan and Profile	---	4
Details And Water And Sewer Notes	---	5
Stormwater Prevention Pollution Plan	---	6
SWPPP Erosion Control Details	---	7
Retention Basin & 20th Avenue Landscaping & Irrigation	---	L.1.1
Construction Details	---	L.1.2
Specifications	---	L.1.3

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 (1-800-782-5348) 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 GUARANTEE 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 WAYS 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 2 OF 2 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:

DSA INVESTMENT COMPANY, L.L.C., GENERAL PARTNER
OF SAM GROUP INVESTMENT CO. LIMITED PARTNERSHIP
10602 S. CAMINO DEL SOL
YUMA, AZ, 85367

BENCHMARK:

TOP OF BRASSCAP LOCATED AT THE INTERSECTION OF
AVENUE E AND Co. 24th 1/2 STREET. THIS POINT ALSO BEING
THE E 1/4 CORNER OF SECTION 15, T11S, R24W, G. & S. B. & M.
ELEVATION: 159.50 FEET

BASIS OF BEARING:

THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 15,
T11S, R24W, G. & S. B. & M., YUMA COUNTY, ARIZONA (BEING
THIS LINE THE CENTERLINE OF AVENUE E), AS SHOWN ON YUMA
AREA SERVICE HIGHWAY RESULTS OF SURVEY, AS RECORDED
IN BOOK 3 OF SURVEYS, PAGE 44, YUMA COUNTY RECORDERS
OFFICE.

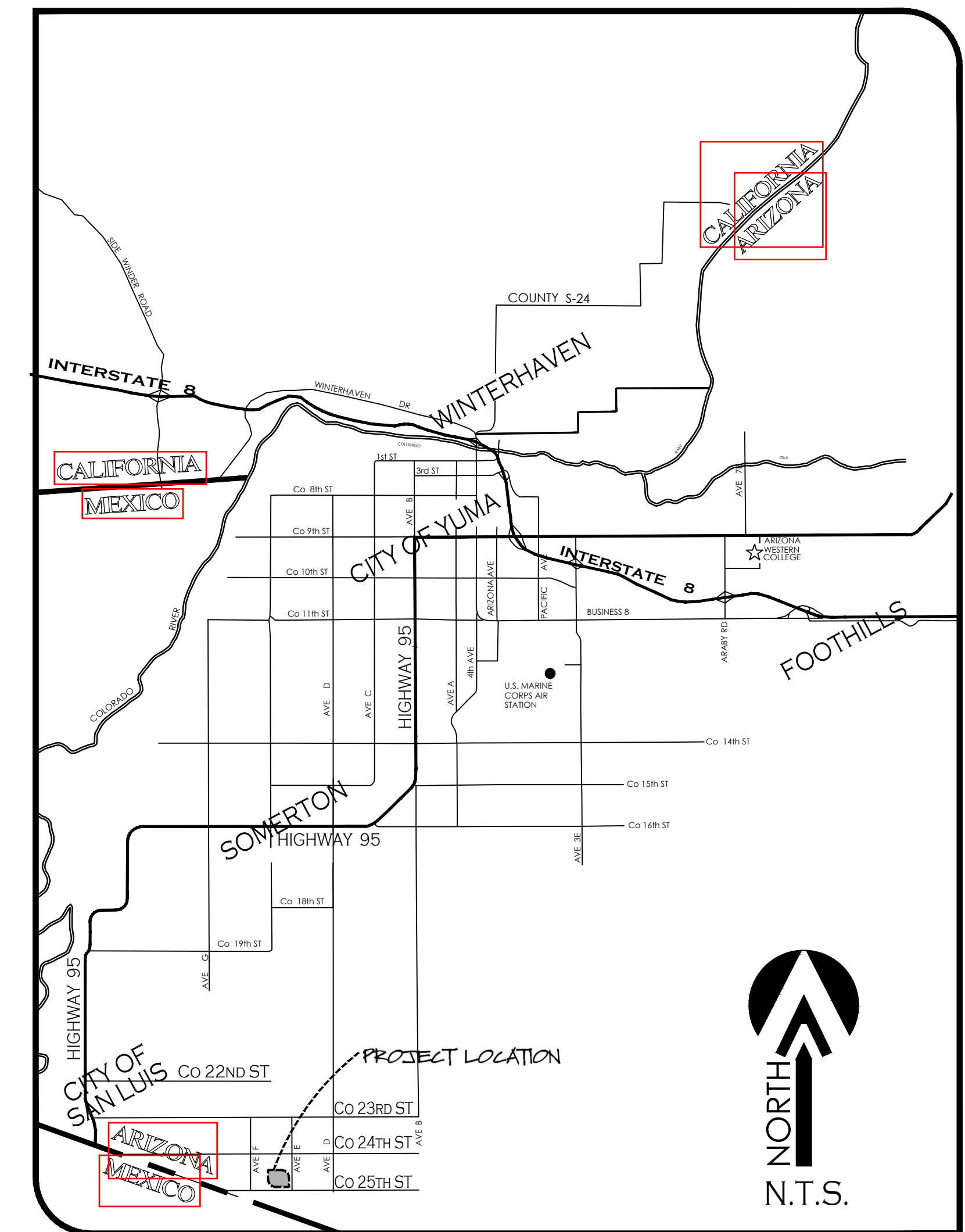
BEARING N 00°27'40" E

ENGINEER:

VnV19-690
VEGA & VEGA
ENGINEERING, PLLC
1846 S. 8th Avenue 928-329-0000 Tel
Yuma, Az, 85364 928-247-6232 Fax
www.veganvega.com

LEGEND

	INDICATES EX. ASPHALT PAVEMENT
	INDICATES EX. CONCRETE
	INDICATES BOUNDARY LINE
	INDICATES CENTERLINE
	INDICATES RIGHT-OF-WAY LINE
	INDICATES EX. CMU WALL
	INDICATES EX. WATER LINE
	INDICATES EX. SEWER LINE
	INDICATES EX. GAS LINE
	INDICATES NEW ASPHALT PAVEMENT
	INDICATES NEW CONCRETE
	INDICATES NEW CMU WALL
	INDICATES EX. CONTOURS ELEVATION
	-NEW-PVC-S- INDICATES NEW SANITARY SEWER LINE
	NEW SEWER STUB
	NEW SEWER MANHOLE
	NEW 4" PVC SEWER SERVICE
	-NEW-PVC-W- INDICATES NEW WATER LINE
	NEW SINGLE WATER SERVICE
	FIRE LINE W/ END PLUG AND THRUST BLOCK
	NEW WATER VALVE
	NEW FIRE HYDRANT
	NEW TEMPORARY BLOWOFF VALVE
	INDICATES LOT NUMBERS
	NEW YUMA COUNTY STD, DETAIL No. 4-040 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
	PP INDICATES EXISTING POWER POLE
	[C] INDICATES CALCULATED DATA
	[M] INDICATES MEASURED DATA
	[E] INDICATES EXISTING ELECTRICAL BOX
	[GP] INDICATES EXISTING GAS PIDDLE
	[MH] INDICATES EXISTING MANHOLE
	[FH] INDICATES EXISTING FIRE HYDRANT
	[WM] INDICATES EXISTING WATER METER
	[WV] INDICATES EXISTING WATER VALVE
	[C-160.55] INDICATES EX. CURB ELEVATION
	[SW-160.56] INDICATES EX. SIDEWALK ELEVATION
	[A-160.50] INDICATES EX. ASPHALT ELEVATION
	[T160.5] INDICATES EX. NATURAL SOIL ELEVATION
	[A-161.02] INDICATES NEW ASPHALT ELEVATION
	[C-161.02] INDICATES NEW CURB ELEVATION
	[G-161.02] INDICATES NEW GUTTER ELEVATION

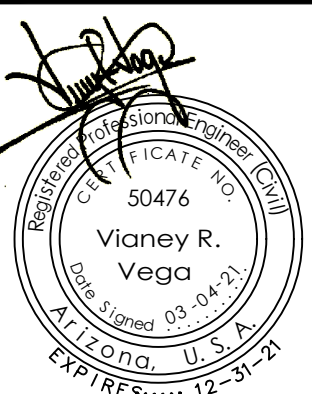


VICINITY MAP
N.T.S.

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



Cover Sheet
BELLEZA DEL DESIERTO
PHASE 2 SUBDIVISION



Notes:

Scale: N.T.S. Date: MAR 2021
Drawn: staff Job #: VnV19-690
Checked: Vna

Sheet

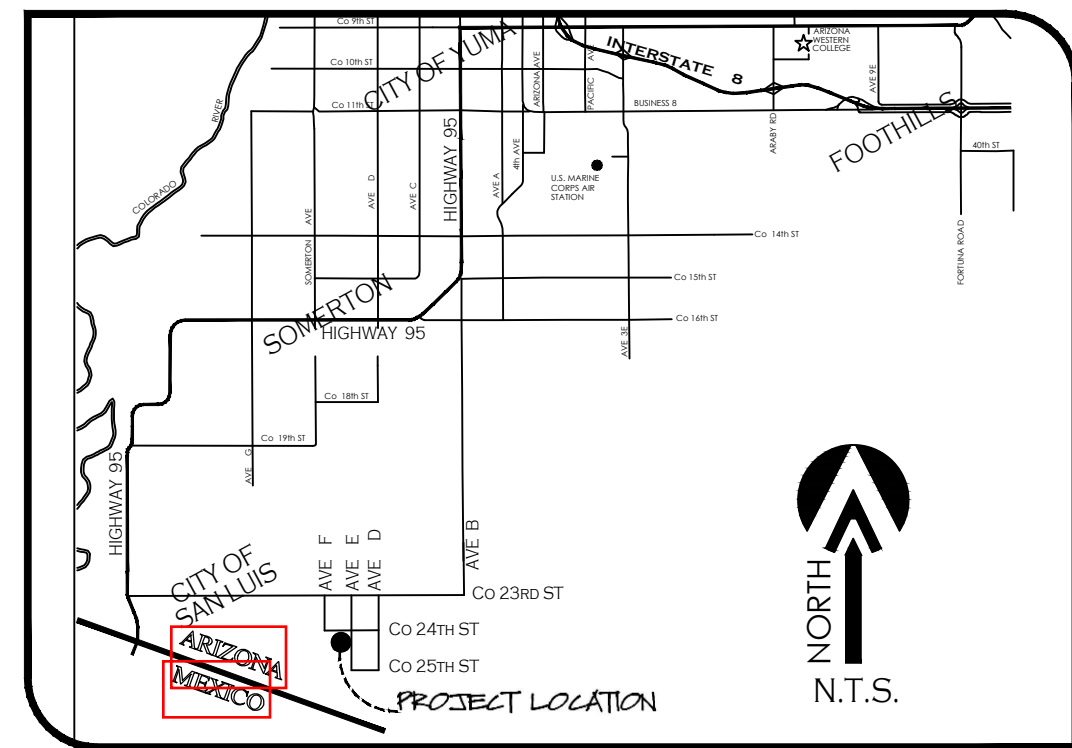
CALL TWO WORKING DAYS
BEFORE YOU DIG
1-800-STAKE-IT

BELLEZA DEL DESIERTO PHASE 2 SUBDIVISION

A SUBDIVISION OF A PORTION OF SECTION 15, T11S, R24W, G.&S.R.B.&M., YUMA COUNTY, ARIZONA, ALSO BEING PARCEL "B" OF THE BELLEZA DEL DESIERTO - LOT SPLIT, AS RECORDED IN BK. 31 OF PLATS, PAGE 24, YUMA COUNTY RECORDERS OFFICE, YUMA COUNTY, AZ

MARCH OF 2021 ACREAGE: 18.44 AC

FINAL PLAT



VICINITY MAP

OWNER OF RECORD:

DSA INVESTMENT COMPANY, L.L.C., GENERAL PARTNER OF SAM GROUP INVESTMENT CO. LIMITED PARTNERSHIP 10602 S. CAMINO DEL SOL YUMA, AZ. 85367

BASIS OF BEARING

THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 15, T11S, R24W, G.&S.R.B.&M., YUMA COUNTY, ARIZONA (BEING THE CENTERLINE OF AVENUE E), AS SHOWN ON YUMA AREA SERVICE HIGHWAY RESULTS OF SURVEY, AS RECORDED IN BOOK 3 OF SURVEYS, PAGE 44, YUMA COUNTY RECORDERS OFFICE

BEARING N 00°27'40" E

KEYNOTES

- 1 NEW 8' UTILITY EASEMENT
- 2 NEW 1' NON-ACCESS EASEMENT
- 3 10' REAR YARD SETBACK
- 4 20' BUFFER ZONE SETBACK TO LIGHT INDUSTRIAL ZONING DISTRICT

NOTE

- PROPERTY CORNERS TO BE MARKED BY 1/2" DIAMETER REBAR TAGGED WITH CAP L.S. 16528
- PROJECT ZONING: R-1-6

ELABORATED BY:

VN19-690

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

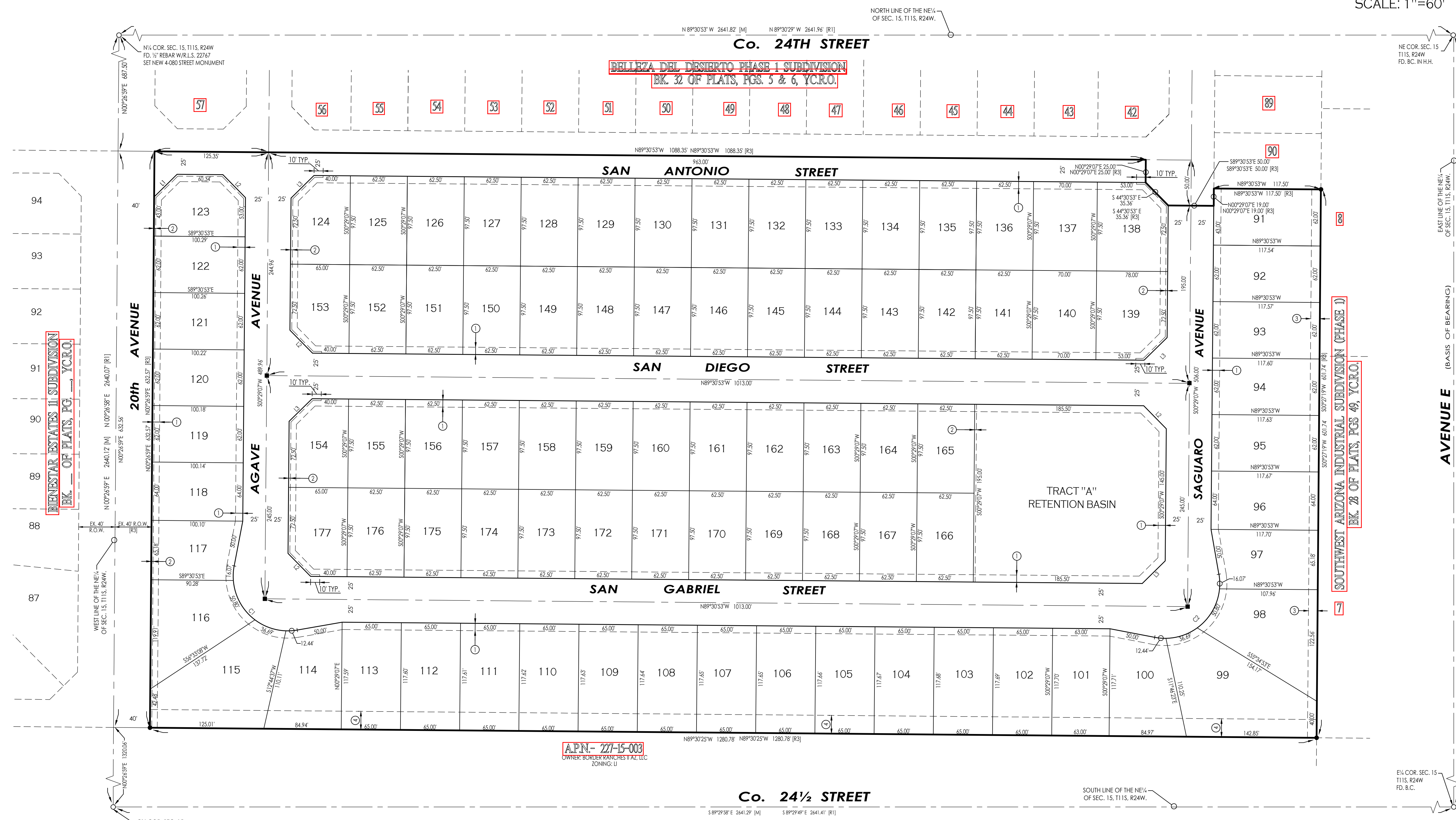
LEGEND

- INDICATES BOUNDARY LINE
- INDICATES CENTERLINE
- INDICATES EASEMENT LINE
- NEW LOT NUMBER
- SET PROPERTY CORNERS TO BE MARKED BY 1/2" DIA. REBAR TAGGED WITH CAP L.S. 16528 (UNLESS NOTED OTHERWISE)
- 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
- R.O.W. INDICATES RIGHT-OF-WAY
- N.A.E. INDICATES NON ACCESS EASEMENT
- [M] INDICATES MEASURED DATA
- [R1] DATA REFERS TO YUMA AREA SERVICE HIGHWAY RESULTS OF SURVEY, AS RECORDED IN BOOK 3 OF SURVEYS, PAGE 44, YUMA COUNTY RECORDERS OFFICE.
- [R2] DATA REFERS TO SOUTHWEST ARIZONA INDUSTRIAL SUBDIVISION (PHASE I), AS RECORDED IN BOOK 28 OF PLATS, PAGES 48 & 49, YUMA COUNTY RECORDERS OFFICE, YUMA COUNTY, AZ
- [R3] DATA REFERS TO BELLEZA DEL DESIERTO - LOT SPLIT, AS RECORDED IN BOOK 31, PAGE 24, Y.C.R.

LAND 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 THE MAP CONSISTING OF TWO SHEETS (2) SHEET CORRECTLY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION DURING JUNE OF 2018 THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN, OR WILL BE REPLACED WITHIN ONE YEAR FROM RECORDATION OF THIS MAP. THE MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RE-TRACED. THE SURVEY IS TRUE AND COMPLETE AS SHOWN. ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS PARTS.

By: *John C. English II*
 JOHN C. ENGLISH II
 R.L.S. No. 16528



A.P.N. - 277-15-003
 OWNER: BOURBONKAWANES P.L.L.C.
 ZONING: U

LINE DATA

NUMBER	LENGTH	BEARING
L1	35.34	S45°28'03"W
L2	35.36	N44°30'53"W
L3	35.36	N45°29'07"E

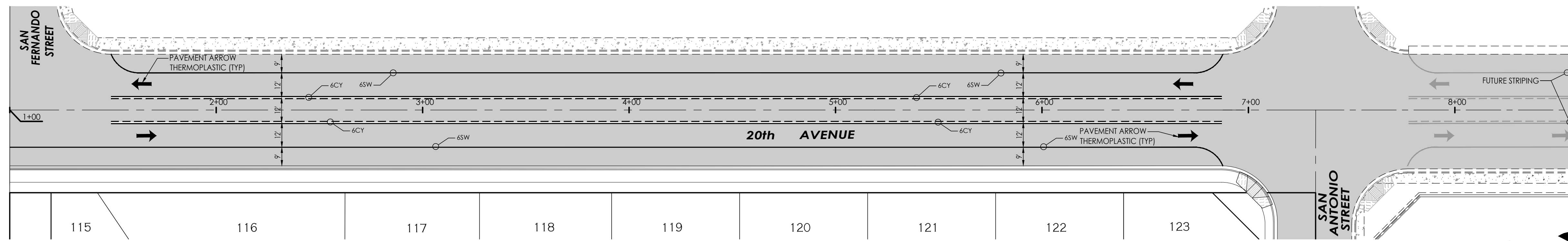
CURVE DATA

NUMBER	DELTA ANGLE	CHORD DIRECTION	CHORD LENGTH	TANGENT	RADIUS	ARC LENGTH
C1	110°46'40"	S44°30'53"E	98.76'	86.94'	60.00'	116.01'
C2	110°46'40"	N45°29'07"E	98.76'	86.94'	60.00'	116.01'

LOT AREAS TABLE:

LOT #	AREA (SF)	LOT #	AREA (SF)	LOT #	AREA (SF)	LOT #	AREA (SF)	LOT #	AREA (SF)	LOT #	AREA (SF)	LOT #	AREA (SF)	LOT #	AREA (SF)
91	7286.24	101	7415.22	111	7645.00	121	6214.61	131	6093.75	141	6093.75	151	6093.75	161	6093.75
92	7286.25	102	7415.22	112	7644.44	122	6217.01	132	6093.75	142	6093.75	152	6093.75	162	6093.75
93	7290.27	103	7649.51	113	7643.87	123	6196.41	133	6093.75	143	6093.75	153	6025.00	163	6093.75
94	7292.28	104	7648.94	114	8155.01	124	6225.00	134	6093.75	144	6093.75	154	6025.00	164	6093.75
95	7294.30	105	7648.38	115	11794.90	125	6093.75	135	6093.75	145	6093.75	155	6093.75	165	6093.75
96	7295.03	106	7647.82	116	8620.49	126	6093.75	136	6093.75	146	6093.75	156	6093.75	166	6093.75
97	7295.03	107	7647.25	117	6145.38	127	6093.75	137	6093.75	147	6093.75	157	6093.75	167	6025.00
98	10238.14	108	7646.69	118	6207.62	128	6093.75	138	7292.50	148	6093.75	158	6093.75	168	6093.75
99	13086.59	109	7646.13	119	6209.82	129	6093.75	139	7292.50	149	6093.75	159	6093.75	169	6093.75
100	8165.73	110	7645.56	120	6212.22	130	6093.75	140	6025.00	150	6093.75	160	6093.75	170	6093.75

TRACT 'A' 40,422.50 SF

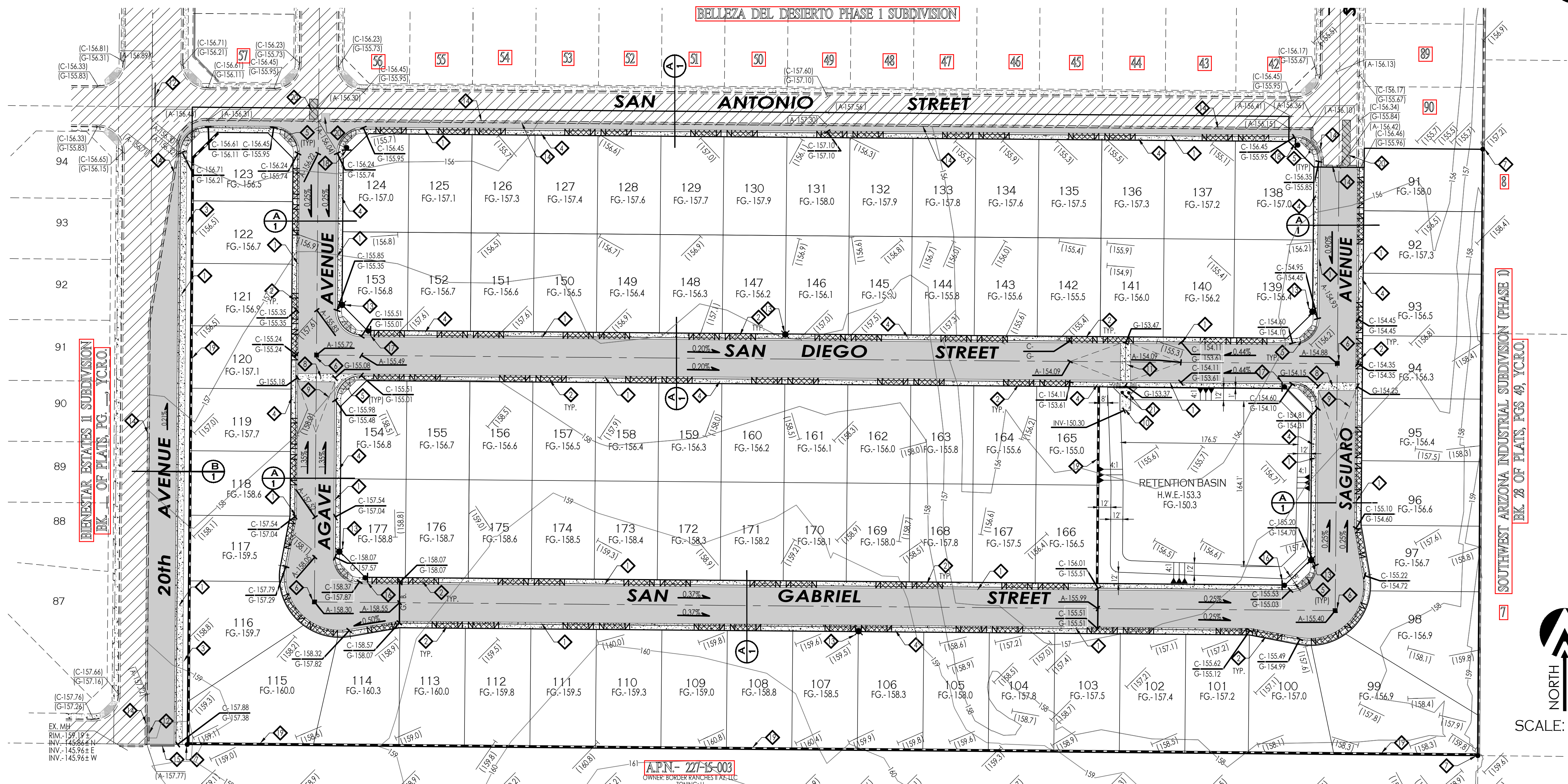


20TH AVENUE - STRIPING PLAN

NORTH
SCALE: 1"=30'

LEGEND

- INDICATES EX. ASPHALT PAVEMENT
- INDICATES EX. CONCRETE
- INDICATES BOUNDARY LINE
- INDICATES CENTERLINE
- INDICATES RIGHT-OF-WAY LINE
- INDICATES EX. CMU WALL
- EX--8"=PVC=W-- INDICATES EX. WATER LINE
- EX--8"=PVC=S-- INDICATES EX. SEWER 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
- 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
- P.P. INDICATES EXISTING POWER POLE
- [C] INDICATES CALCULATED DATA
- [M] INDICATES MEASURED DATA
- INDICATES EXISTING ELECTRICAL BOX
- INDICATES EXISTING JUNCTION BOX
- INDICATES EXISTING TRANSFORMER
- POLE 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. ASPHALT ELEVATION
- INDICATES EX. NATURAL SOIL ELEVATION
- INDICATES NEW ASPHALT ELEVATION
- INDICATES NEW CURB ELEVATION
- INDICATES NEW GUTTER ELEVATION
- INDICATES NEW INVERT ELEVATION



SOUTHWEST ARIZONA INDUSTRIAL SUBDIVISION (PHASE 1)
BK 28 OF PLATS PG. 49, YCRO

BENEFITAR ESTATES II SUBDIVISION
BK 1 OF PLATS PG. 3, YCRO

NORTH
SCALE: 1"=60'

BENCHMARK

TOP OF BRASS CAP LOCATED AT THE INTERSECTION OF AVENUE F AND CO. 24th 1/2 STREET. THIS POINT ALSO BEING THE EX. CORNER OF SECTION 15, T11S, R24W, G.A.S.R. 8.B.M.
ELEVATION: 159.50 FEET

DRAINAGE REPORT

1. DRAINAGE REPORT
DRAINAGE AREA
USING THE RATIONAL METHOD
Q = CIA = PEAK RUNOFF (VOL.)
(C) PEAK RATE RUNOFF = 0.43
(I) INTENSITY OF RAINFALL = 1.22 IN / HR
(A) DRAINAGE AREA = 19.07 AC
Q = (0.43)(1.22)(19.07) = 10.00 CF
TOTAL RUNOFF = 7200 (10.00) = 72,000 CF

STORAGE VOLUME PROVIDED
RETENTION BASIN
TOP AREA = 36,228 SF
BOTTOM AREA = 27,854 SF
DEPTH = 3 FT
VOL. PROVIDED = $\frac{(36,228 + 27,854) \times 3}{2} = 96,123$ CF
TOTAL VOL. PROVIDED = 96,123 CF

FACTOR OF SAFETY = $\frac{96,123 \text{ CF}}{72,000 \text{ CF}} = 1.33 > 1.25$, OK

2. NO OFFSITE STORMWATER WILL ENTER THE PROJECT SITE STORMWATER WILL BE RETAINED ON SITE.

3. THIS PROJECT SITE IS LOCATED IN FLOOD ZONE "X" AS SHOWN ON FEMA FLOOD MAPS

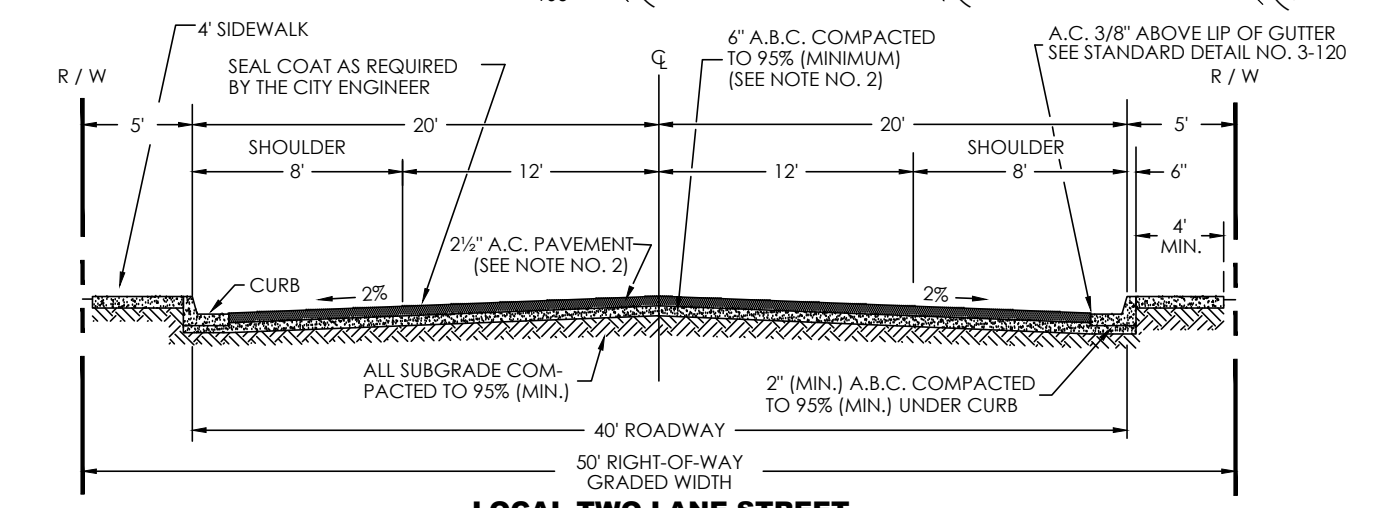
KEYNOTES:

- ◆ NEW VERTICAL CURB & GUTTER - AS PER C.O.Y. STD. 3-600
- ◆ NEW 21" WIDE DRIVEWAY - AS PER C.O.Y. STD. 3-105
- ◆ NEW 5' CONCRETE SIDEWALK - AS PER C.O.Y. STD. 3-135
- ◆ NEW 4' CONCRETE SIDEWALK - AS PER C.O.Y. STD. 3-135
- ◆ NEW CONCRETE SIDEWALK RAMP (25' RADIUS MEASURED TO FACE OF CURB) - AS PER C.O.Y. STD. 3-145
- ◆ NEW STREET MONUMENT - AS PER C.O.Y. STD. 4-030
- ◆ NEW SUBD BOUNDARY MONUMENT - AS PER C.O.Y. STD. 4-015
- ◆ NEW 8' CROSS VALLEY GUTTER - AS PER C.O.Y. STD. 3-085
- ◆ NEW 50' CROWN TRANSITION
- ◆ NEW 10' CONCRETE SPILLWAY - SEE DETAIL (B) 1
- ◆ NEW 8' CROSS GUTTER - AS PER C.O.Y. STD. 3-090
- ◆ EXISTING BARRICADE TO BE REMOVED
- ◆ NEW STREET LIGHT - TYPE A (4700 LUMENS) AS PER C.O.Y. STD. 7-010 AND C.O.Y. STD. 7-015
- ◆ SAWCUT 1' OF EXISTING PAVEMENT, REMOVE AND REPLACE WITH NEW PAVEMENT - SEE DETAIL (A) 3
- ◆ NEW TYPE III BARRICADE - AS PER C.O.Y. STD. 1-045
- ◆ NEW DOUBLE FACED STREET SIGN - AS PER C.O.Y. STD. 8-020 (USE BLUE AND WHITE COLORS ON A 6" WIDE SHEET FOR STREET NAMES)
- ◆ NEW DOUBLE FACED STREET SIGN-STOP SIGN - AS PER C.O.Y. STD. 8-020 (USE BLUE AND WHITE COLORS ON A 6" WIDE SHEET FOR STREET NAMES)
- ◆ NEW STOP SIGN - AS PER C.O.Y. STD. 8-020
- ◆ NEW 6' HIGH (ON THE LOT SIDE) CMU WALL - AS PER C.O.Y. STD. 1-015 (CMU WALL LOCATED WITHIN THE FRONT OR SIDE SETBACK OF LOTS MUST BE 36" HIGH MAXIMUM)
- ◆ SAWCUT AND REMOVE EX. PAVEMENT AS NEEDED FOR CONSTRUCTION OF NEW WATER AND SEWER SYSTEM CONNECTION. CONSTRUCT TO MATCH.
- ◆ NEW GUARD POST - SEE DETAIL (B) 2

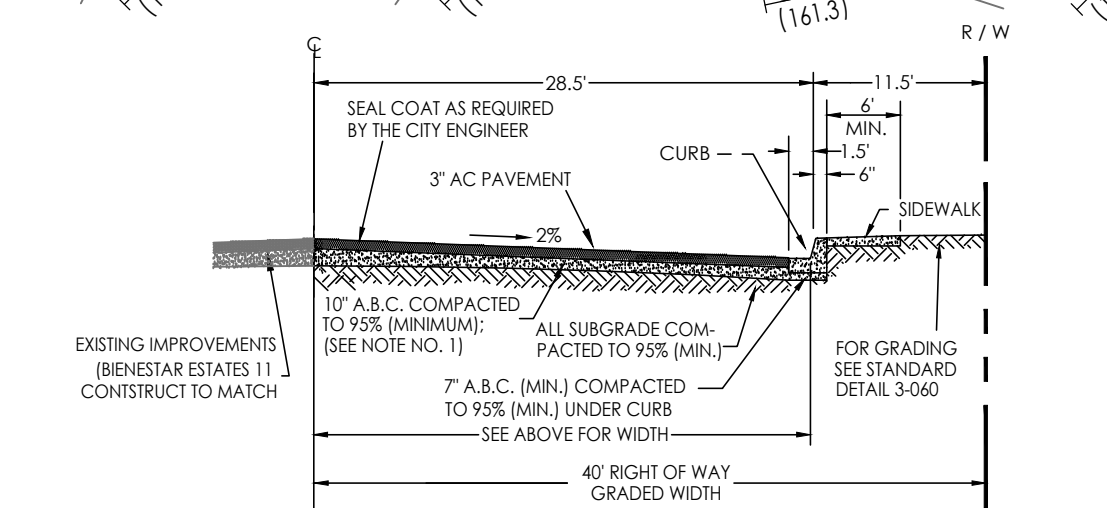
OPEN SPACE AREA CALCULATIONS

OPEN SPACE REQUIRED:
OPEN SPACE REQUIRED FOR R1-6 ZONING DISTRICT : 5 %
TOTAL BELLEZA DEL DESIERTO PH. 2 SUBDIVISION AREA = 803,224.56 SF.
OPEN SPACE REQUIRED AREA = 803,224.56 X 0.05 = 40,162.23 SF.

OPEN SPACE PROVIDED:
CO. 24TH. ST. LANDSCAPED PARKWAY AREA = 2,567 SF.
RETENTION BASIN AREA = 40,423 SF.
TOTAL AREA OPEN SPACE PROVIDED = 42,990 SF.
THEREFORE OPEN SPACE PROVIDED AREA 42,990 SF. > 40,162.23 SF.



LOCAL TWO LANE STREET



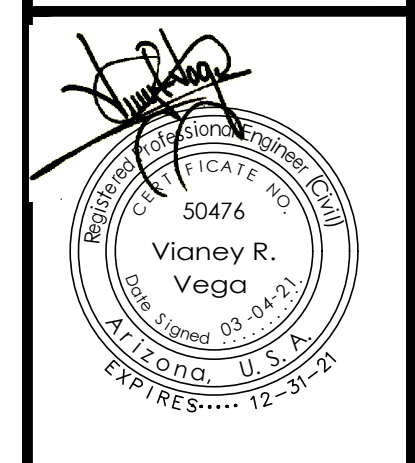
20TH AVENUE

- 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 MIX ASPHALT SURFACING OVER 6" OF A.B.C. COMPACTED TO 95% (MIN).
 - 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

- 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.I.D.C.I. MANUAL FOR SIGNING AND MARKING, LATEST EDITION.
 - CASE 1 OR 2 MUST BE USED WHEN THERE ARE NO DRIVEWAYS ALONG COLLECTOR.
 - CASE 3 MAY BE USED WHEN THERE ARE NO DRIVEWAYS ALONG COLLECTOR.
 - BIKE LANES PROVIDED BUT NOT STRIPED.

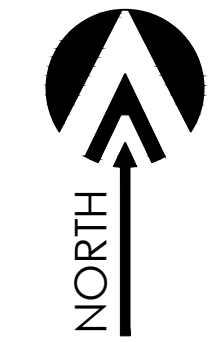
VEGA & VEGA
ENGINEERS PLLC
1846 S. 8th AVENUE 928-329-0000 TEL
YUMA, AZ 85364 928-247-6232 FAX
V@vegaengineers.com

Paving & Grading Plan,
and 20th Avenue Striping plan
BELLEZA DEL DESIERTO
PHASE 2 SUBDIVISION



Scale: N.T.S. [Date: MAR. 2021]
Drawn: staff [Job #: vnv19-690]
Checked: vna
Sheet 1 of 5

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



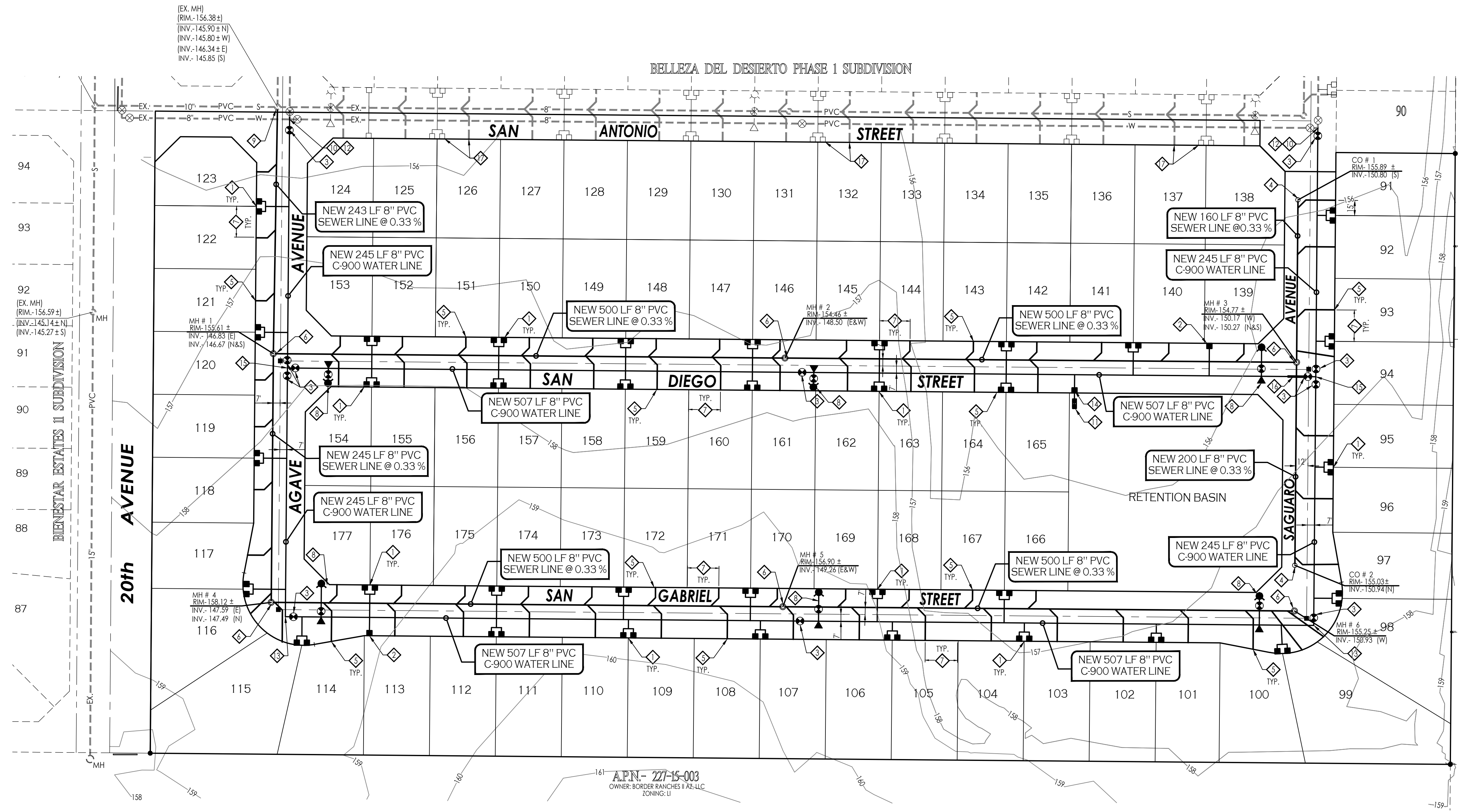
SCALE: 1"=60'

LEGEND

- 163 INDICATES EX. CONTOURS ELEVATION
- EX.-8"-PVC-W- INDICATES EX. WATER LINE
- EX.-8"-PVC-S- INDICATES EX. SEWER LINE
- INDICATES EXISTING ELECTRICAL BOX
- ⊗_{GP} INDICATES EXISTING GAS PADDLE
- _{MH} INDICATES EXISTING MANHOLE
- ⊕_{FH} INDICATES EXISTING FIRE HYDRANT
- ⊕_{WM} INDICATES EXISTING WATER METER
- ⊕_{WV} INDICATES EXISTING WATER VALVE
- NEW-PVC-S- INDICATES NEW SANITARY SEWER LINE
- NEW SEWER STUB
- NEW SEWER MANHOLE
- NEW-PVC-W- INDICATES NEW WATER LINE
- NEW SINGLE WATER SERVICE
- ⊕ FIRE LINE W/ END PLUG AND THRUST BLOCK
- ⊕ NEW WATER VALVE
- ⊕ NEW FIRE HYDRANT
- ⊕ NEW TEMPORARY BLOWOFF VALVE
- 5 INDICATES LOT NUMBERS
- INDICATES EXISTING SEWER SERVICE
- INDICATES EXISTING WATER SERVICE

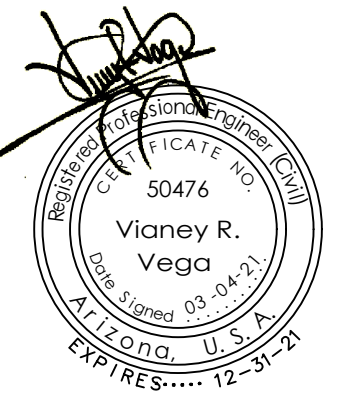
KEYNOTES:

- ◇ INSTALL 1" DUAL WATER SERVICE (TYP.) - AS PER C.O.Y. STD. 5-045 & 5-055.
- ◇ INSTALL 1" SINGLE WATER SERVICE (TYP.) - AS PER C.O.Y. STD. 5-035 & 5-055.
- ◇ NEW 8" WATER VALVE - AS PER C.O.Y. STD. 5-065, 5-075 & 5-080.
- ◇ NEW SEWER CLEANOUT - AS PER C.O.Y. STD. 6-005
- ◇ NEW 4" PVC SEWER SERVICE - AS PER C.O.Y. STD. 6-015.
- ◇ NEW SANITARY SEWER MANHOLE - AS PER C.O.Y. STD. 6-020, 6-035 & 6-040.
- ◇ CONSTRUCT ALL SEWER SERVICES TO CENTER OF THE LOT, UNLESS NOTED OTHERWISE.
- ◇ NEW COMPLETE FIRE HYDRANT - AS PER C.O.Y. STD. 5-155.
- ◇ CONNECT NEW SANITARY SEWER LINE TO EXISTING SANITARY SEWER MANHOLE. CONTRACTOR TO FIELD VERIFY LOCATION AND DEPTH OF EXISTING SEWER MANHOLE. IF CONDITIONS ARE DIFFERENT THAN WHAT IS SHOWN ON PLANS CONTRACTOR TO NOTIFY ENGINEER BEFORE MAKING ANY DETERMINATION.
- ◇ CONNECT NEW 8" WATER LINE TO EX. 8" WATER MAIN. CONTRACTOR TO FIELD VERIFY LOCATION AND DEPTH OF EXISTING 8" WATER MAIN. IF CONDITIONS ARE DIFFERENT THAN WHAT IS SHOWN ON PLANS CONTRACTOR TO NOTIFY ENGINEER BEFORE MAKING ANY DETERMINATION.
- ◇ INSTALL NEW BACKFLOW PREVENTOR W/ CAGE - AS PER C.O.Y. STD. 5-130 & 5-145.
- ◇ CONTRACTOR TO PROTECT EX. UTILITIES DURING CONSTRUCTION. IF DAMAGE OCCURS, CONTRACTOR MUST REPAIR AT HIS OWN EXPENSE.
- ◇ NEW 8" PVC ELL W/THRUST BLOCK - AS PER C.O.Y. STD. 5-020 & 5-025
- ◇ INSTALL 2" WATER SERVICE (TYP.) - AS PER C.O.Y. STD. 5-040 & 5-060.
- ◇ NEW 8" PVC TEE W/THRUST BLOCK - AS PER C.O.Y. STD. 5-020 & 5-025
- ◇ LOWER NEW WATER MAIN - SEE DETAIL (C)
- ◇ EX. WATER AND SEWER SERVICE CONSTRUCTION DURING BELLEZA DEL DESIERTO PHASE 1 IMPROVEMENTS (TYP.)



APN- 27-15-003
OWNER: BORDER RANCHES II AZ, LLC
ZONING: U1

Water & Sewer Plan
BELLEZA DEL DESIERTO
PHASE 2 SUBDIVISION



Notes:

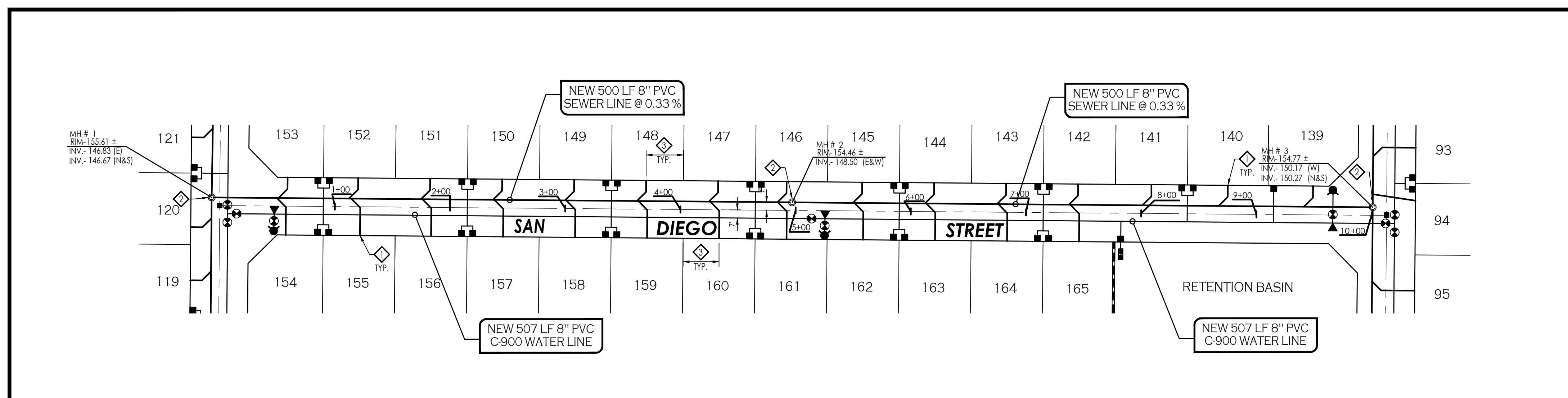
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Sheet 2
of 5



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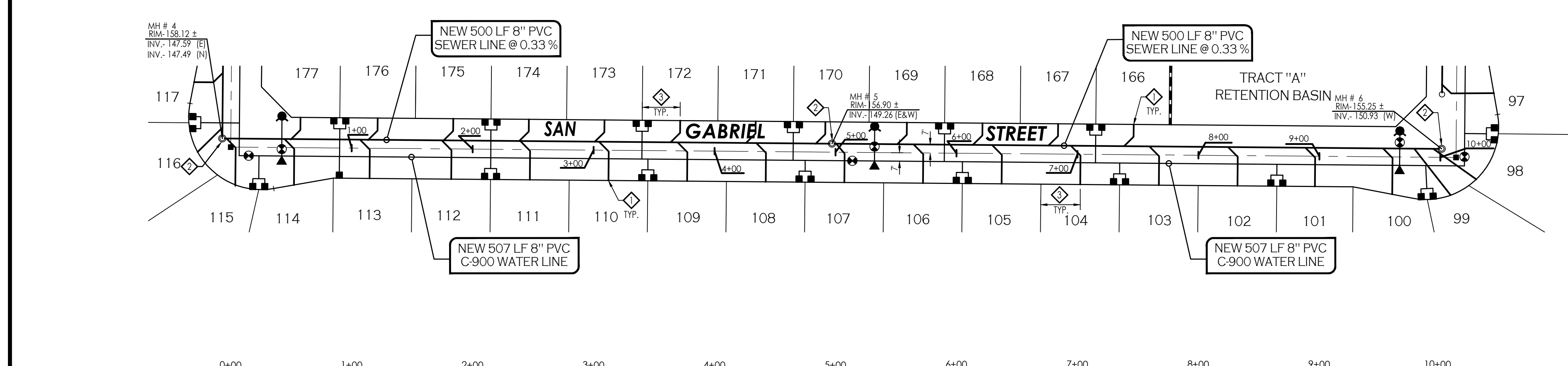
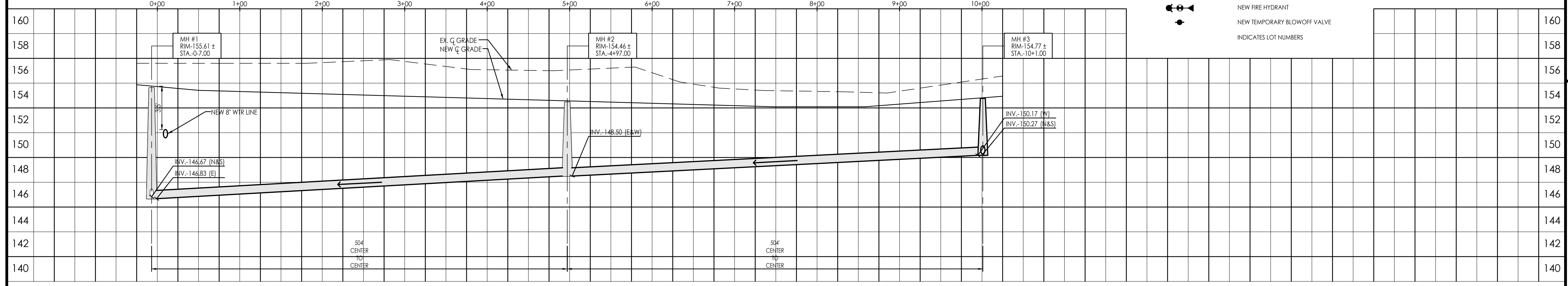


- LEGEND**
- 163 INDICATES EX. CONTOURS ELEVATION
 - EX-6"-PVC-W- INDICATES EX. WATER LINE
 - EX-8"-PVC-S- INDICATES EX. SEWER LINE
 - GAS- INDICATES EX. GAS LINE
 - [E] INDICATES EXISTING ELECTRICAL BOX
 - [Gp] INDICATES EXISTING GAS PADDLE
 - [MH] INDICATES EXISTING MANHOLE
 - [FH] INDICATES EXISTING FIRE HYDRANT
 - [WM] INDICATES EXISTING WATER METER
 - [WV] INDICATES EXISTING WATER VALVE
 - NEW-PVC-S- INDICATES NEW SANITARY SEWER LINE
 - NEW SEWER STUB
 - NEW SEWER MANHOLE
 - NEW 4" PVC SEWER SERVICE
 - NEW-PVC-W- INDICATES NEW WATER LINE
 - NEW SINGLE WATER SERVICE
 - FIRE LINE W/ END PLUG AND THRUST BLOCK
 - NEW WATER VALVE
 - NEW FIRE HYDRANT
 - NEW TEMPORARY BLOWOFF VALVE
 - INDICATES LOT NUMBERS

NORTH

SCALE: 1"=60'
HORIZONTAL

SCALE: 1"=4'
VERTICAL

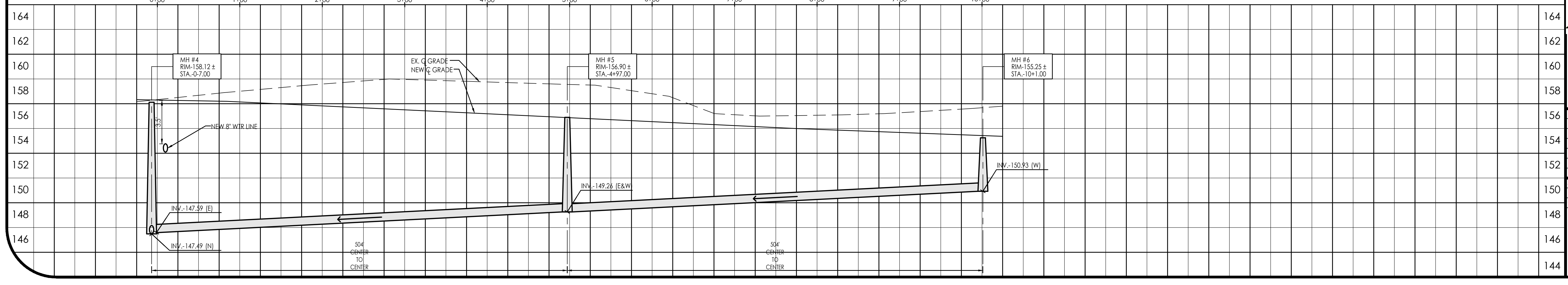


- KEYNOTES:**
- ◇ NEW 4" PVC SEWER SERVICE - AS PER C.O.Y. STD. 6-015.
 - ◇ NEW SANITARY SEWER MANHOLE - AS PER C.O.Y. STD. 6-020, 6-035 & 6-040.
 - ◇ CONSTRUCT ALL SEWER SERVICES TO CENTER OF THE LOT, UNLESS NOTED OTHERWISE.

NORTH

SCALE: 1"=60'
HORIZONTAL

SCALE: 1"=4'
VERTICAL

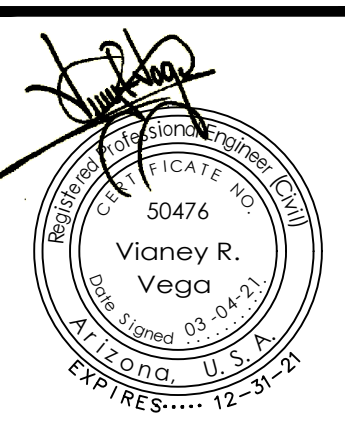


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Vega & Vega ENGINEERS PLLC
V@vegaengineers.com

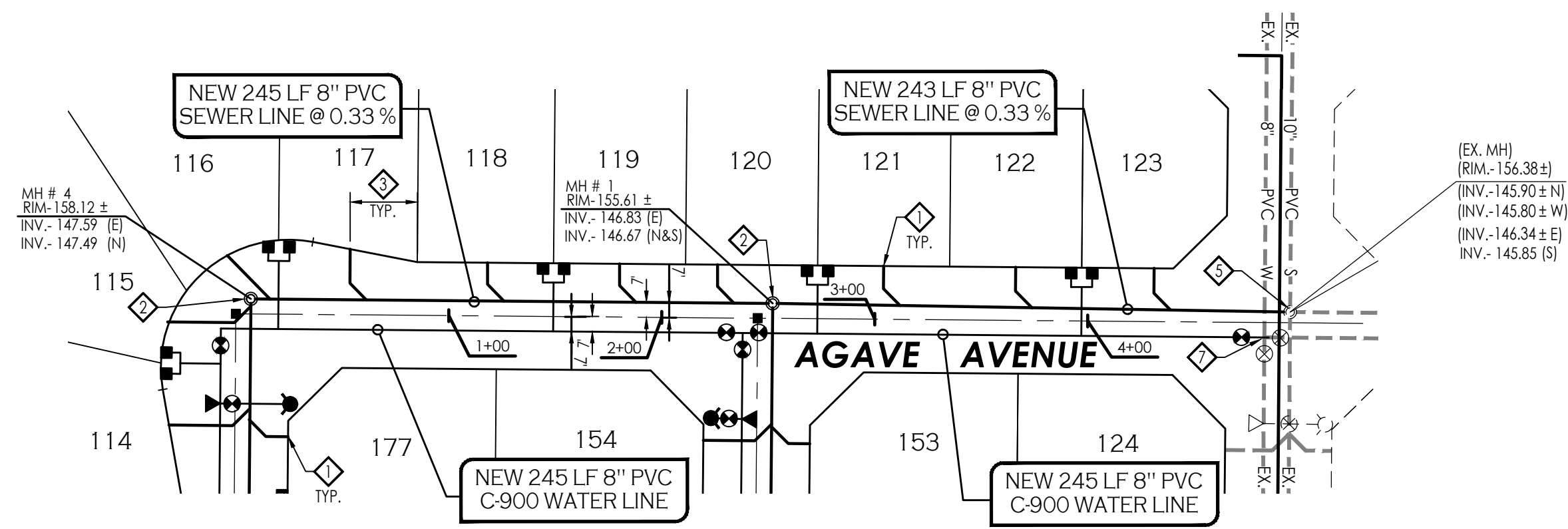
Water & Sewer Plan and Profile
BELLEZA DEL DESIERTO
PHASE 2 SUBDIVISION



Notes:

Scale: N.T.S. [Date: MAR. 2021]
Drawn: staff [Job #: vnv19-690]
Checked: vna

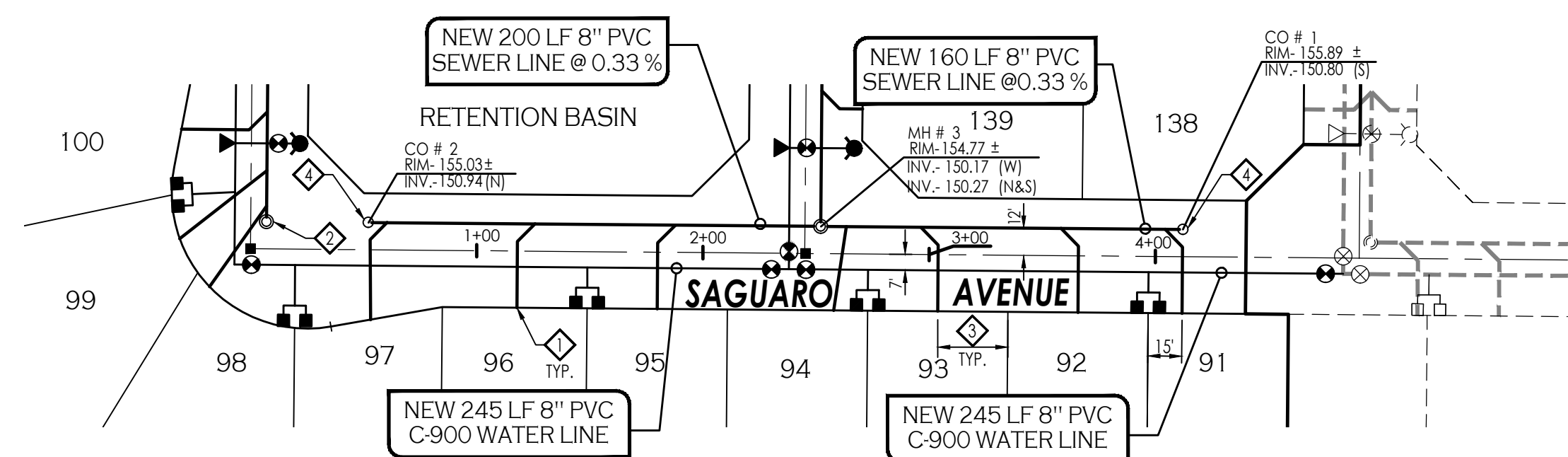
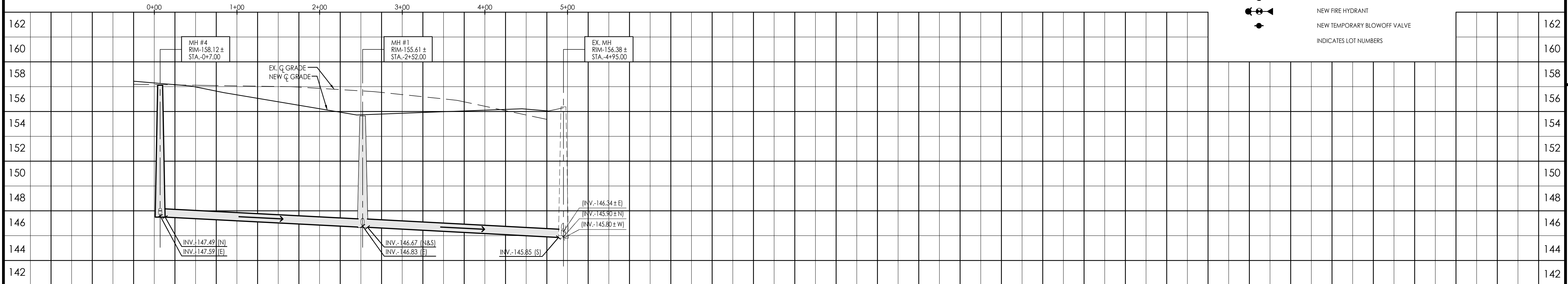
Sheet **3**
of **5**



- LEGEND**
- 163 INDICATES EX. CONTOURS ELEVATION
 - EX.-6"-PVC-W- INDICATES EX. WATER LINE
 - EX.-8"-PVC-S- INDICATES EX. SEWER LINE
 - GAS- INDICATES EX. GAS LINE
 - EB INDICATES EXISTING ELECTRICAL BOX
 - GP INDICATES EXISTING GAS PADDLE
 - MH INDICATES EXISTING MANHOLE
 - FH INDICATES EXISTING FIRE HYDRANT
 - WM INDICATES EXISTING WATER METER
 - WV INDICATES EXISTING WATER VALVE
 - NEW-PVC-S- INDICATES NEW SANITARY SEWER LINE
 - NEW SEWER STUB
 - NEW SEWER MANHOLE
 - NEW 4" PVC SEWER SERVICE
 - NEW-PVC-W- INDICATES NEW WATER LINE
 - NEW SINGLE WATER SERVICE
 - FIRE LINE W/ END PLUG AND THRUST BLOCK
 - NEW WATER VALVE
 - NEW FIRE HYDRANT
 - NEW TEMPORARY BLOWOFF VALVE
 - INDICATES LOT NUMBERS

NORTH

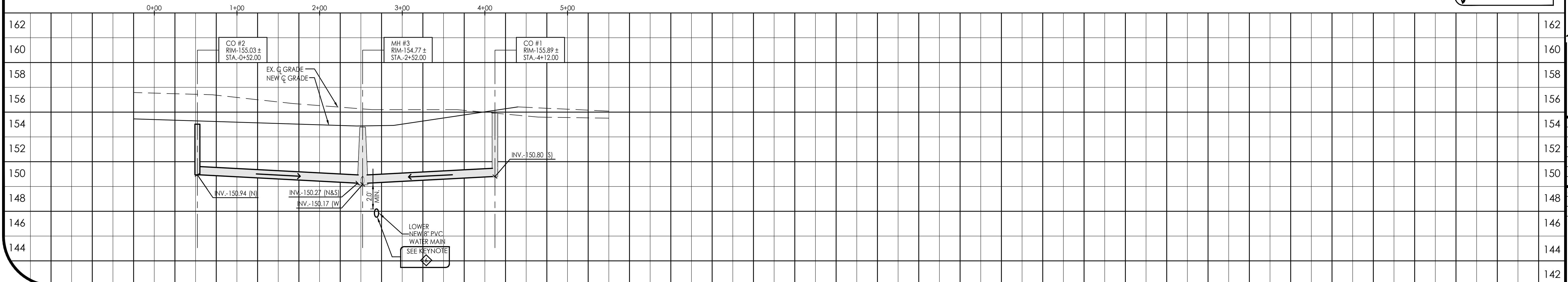
SCALE: 1"=60'
HORIZONTAL
SCALE: 1"=4'
VERTICAL



- KEYNOTES:**
- ◆ NEW 4" PVC SEWER SERVICE - AS PER C.O.Y. STD. 6-015.
 - ◆ NEW SANITARY SEWER MANHOLE- AS PER C.O.Y. STD. 6-020, 6-035 & 6-040.
 - ◆ CONSTRUCT ALL SEWER SERVICES TO CENTER OF THE LOT, UNLESS NOTED OTHERWISE.
 - ◆ NEW SEWER CLEANOUT - AS PER C.O.Y. STD. 6-005
 - ◆ CONNECT NEW 8" SANITARY SEWER LINE TO EXISTING SANITARY SEWER MANHOLE. CONTRACTOR TO FIELD VERIFY LOCATION AND DEPTH OF EXISTING SEWER MANHOLE. IF CONDITIONS ARE DIFFERENT THAN WHAT IS SHOWN ON PLANS CONTRACTOR TO NOTIFY ENGINEER BEFORE MAKING ANY DETERMINATION
 - ◆ LOWER NEW WATER MAIN - SEE DETAIL (C/S)
 - ◆ CONNECT NEW 8" WATER LINE TO EX. 8" WATER MAIN. CONTRACTOR TO FIELD VERIFY LOCATION AND DEPTH OF EXISTING 8" WATER MAIN. IF CONDITIONS ARE DIFFERENT THAN WHAT IS SHOWN ON PLANS CONTRACTOR TO NOTIFY ENGINEER BEFORE MAKING ANY DETERMINATION

NORTH

SCALE: 1"=60'
HORIZONTAL
SCALE: 1"=4'
VERTICAL

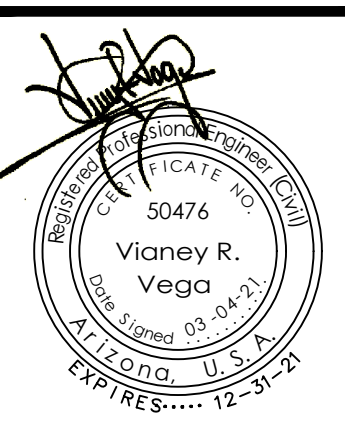


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1-800-STAKE-IT

1846 S. 8th AVENUE 928-329-0000 TEL
YUMA, AZ 85364 928-247-6232 FAX
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VEGA & VEGA
ENGINEERS & ARCHITECTS

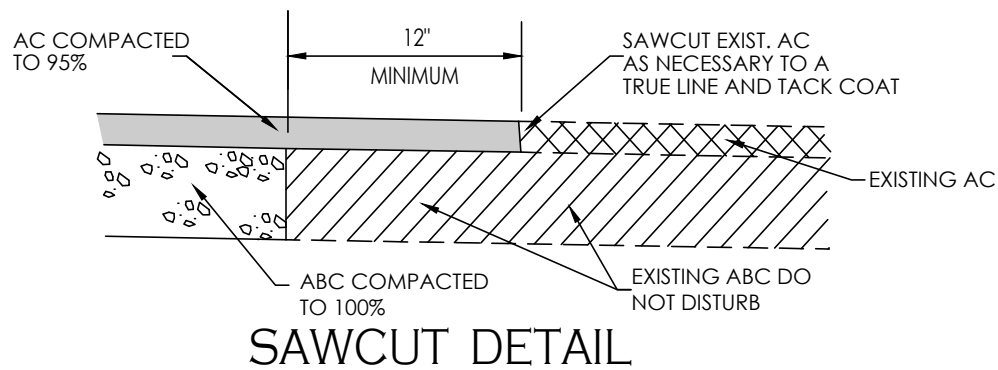
Water & Sewer Plan and Profile
BELLEZA DEL DESIERTO
PHASE 2 SUBMISION



Notes:

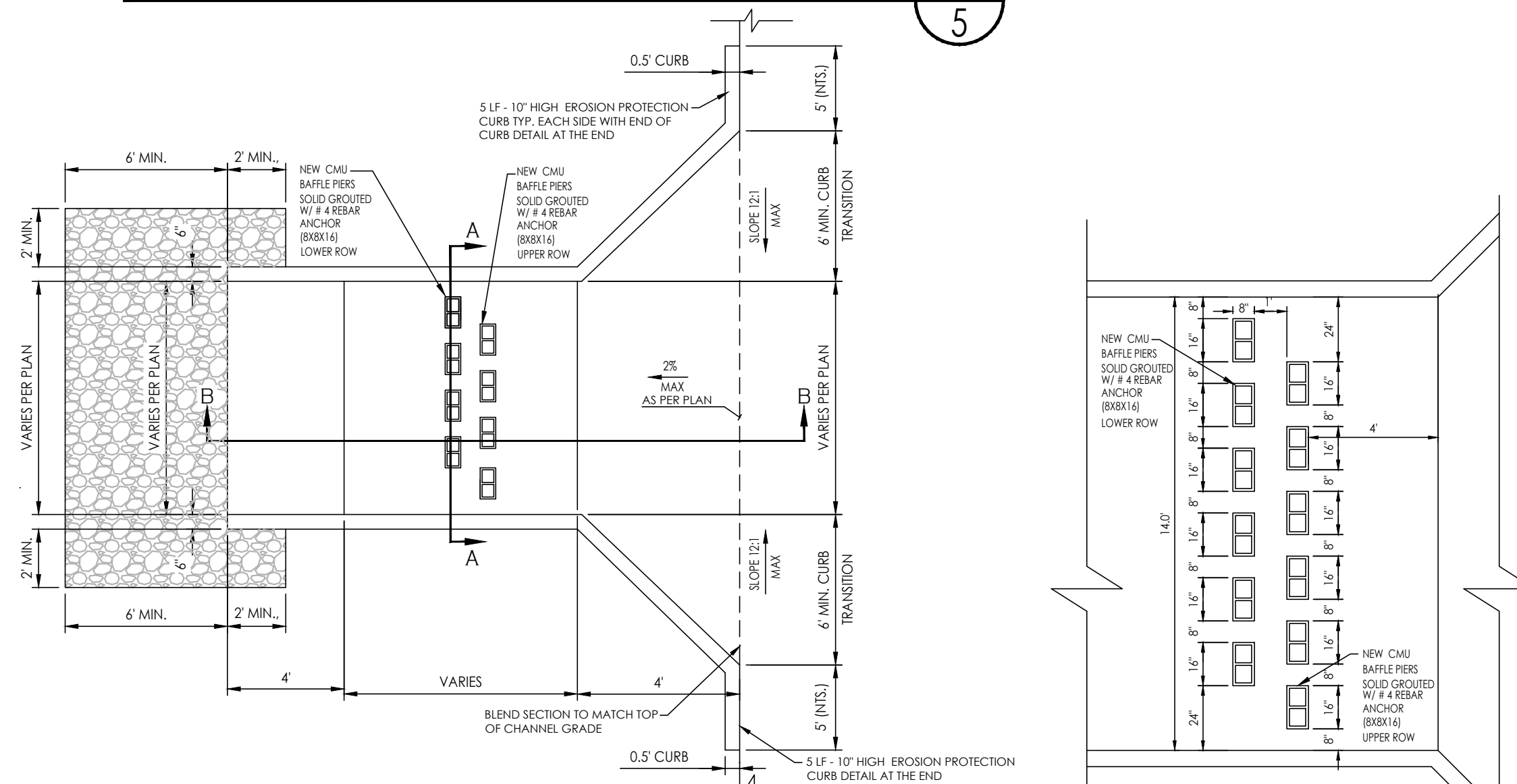
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Drawn: staff [Job #: vnv19-690]
Checked: vna

Sheet **4**
of **5**

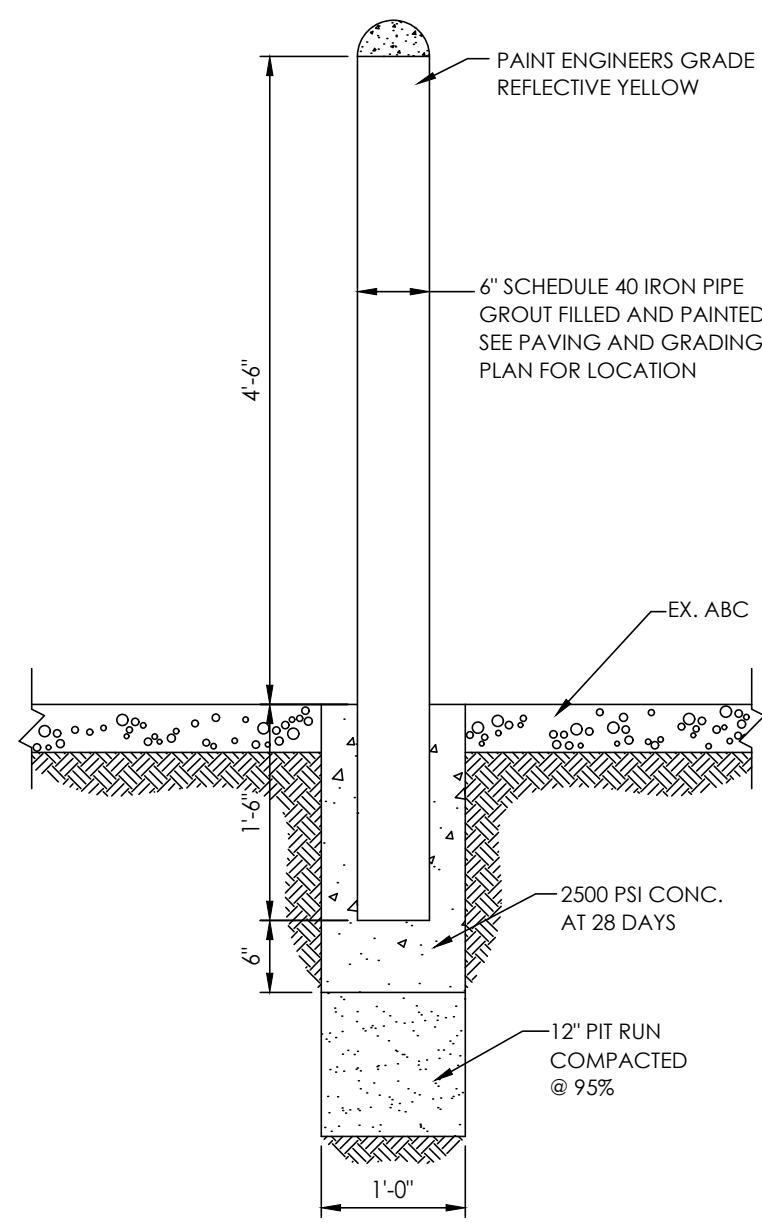


SAWCUT DETAIL

A
5

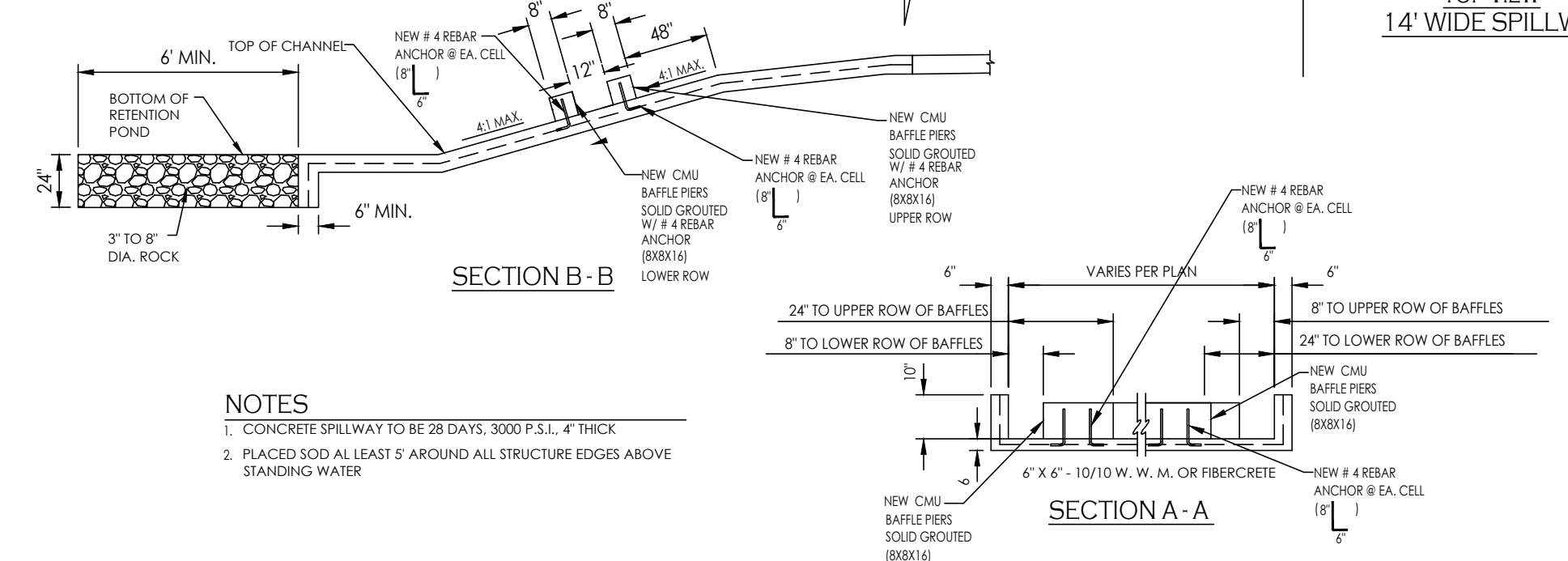


TOP VIEW
14' WIDE SPILLWAY



GUARD POST DETAIL

C
5



SECTION B-B

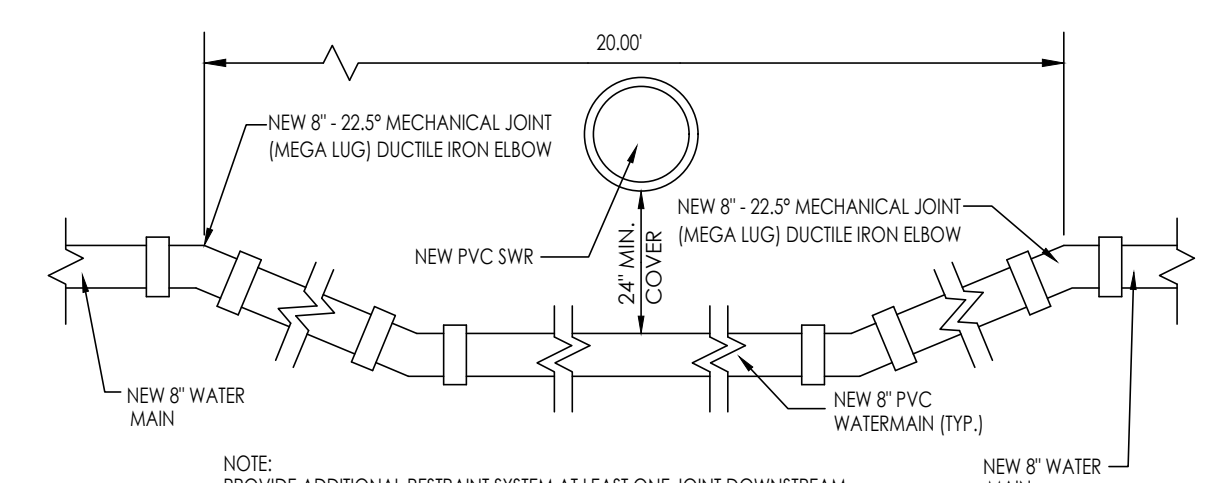
SECTION A-A

NOTES

- CONCRETE SPILLWAY TO BE 28 DAYS, 3000 P.S.I., 4" THICK
- PLACED SOIL AT LEAST 5' AROUND ALL STRUCTURE EDGES ABOVE STANDING WATER

CONCRETE SPILLWAY

B
5



LOWERING DETAIL OF NEW WATER LINE

C
5

NOTE:
PROVIDE ADDITIONAL RESTRAINT SYSTEM AT LEAST ONE JOINT DOWNSTREAM AND UPSTREAM AFTER MECHANICAL JOINT.

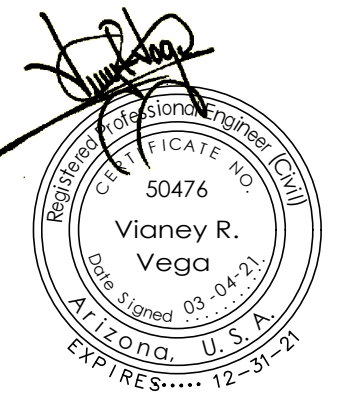
GENERAL NOTES:

- 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 THE CITY OF YUMA PRIOR TO START OF CONSTRUCTION.
- STANDARD SPECIFICATIONS AND ARIZONA STATE HEALTH DEPARTMENT BUL. NO. 11 SHALL APPLY TO THIS PROJECT.
- ALL MATERIALS AND WORKMANSHIP SHALL BE GUARANTEED FOR TWO YEARS AFTER THE FINAL ACCEPTANCE.
- UNLESS HEREON REVISED, ALL CONSTRUCTION MATERIALS AND WORKMANSHIP WILL BE IN ACCORDANCE WITH CITY OF YUMA SPECIFICATIONS AND RECOMMENDED DETAILS AND SHALL, WHERE APPLICABLE, BE IN ACCORDANCE WITH ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY REGULATIONS.
- NO STREET, WATER, SEWER AND IMPROVEMENTS TO BE ACCEPTED BY THE CITY OF YUMA, FOR MAINTENANCE UNTIL "AS-BUILT" CERTIFIED. REPRODUCIBLE PLANS ARE FILED WITH AND ACCEPTED BY THE CITY OF YUMA PUBLIC WORKS DEPARTMENT.
- CONTRACTOR WILL PROVIDE THE ENGINEER WITH ALL COUNTY REQUIRED COMPACTION AND CONCRETE TESTS.
- FLANGE BOLTS SHALL BE PROTECTED BY 10 MIL POLYETHYLENE WRAP.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PREPARATION AND FURNISHING TO THE ENGINEER OF "AS-BUILT" RECORD DRAWINGS, TO INCLUDE COST BREAKDOWN FOR WATER. 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.
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE BLUE STAKE CENTER TO LOCATE ALL UNDERGROUND EQUIPMENT WITHIN THE CONSTRUCTION AREA TWO WORKING DAYS PRIOR TO THE START OF ANY EXCAVATION.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE EXISTENCE AND LOCATION OF ALL UNDERGROUND UTILITIES. OMISSION FROM, OR THE INCLUSION OF UTILITY LOCATIONS ON THE PLANS IS NOT TO BE CONSIDERED AS THE NONEXISTENCE OF, OR A DEFINITE LOCATION OF, EXISTING UNDERGROUND UTILITIES.
- 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.
- INSTALL TRACER WIRE AS PER CITY OF YUMA STANDARDS

WATER AND SEWER NOTES

- 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.
- WATER LINES 4" OR LARGER SHALL BE PVC C900 DR 18 CLASS 235.
- 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.
- TYPES OF TAPPING SLEEVE REQUIRED:
 - FOR SIZE ON SIZE TAP MUELLER TYPE M.J. ENDS REQUIRED.
 - FOR SMALLER TAP SIZE THAN THE MAIN SIZE, ONE OF THREE TYPES MAY BE USED:
 - CLOW "O" RING TYPE.
 - RICH "O" RING TYPE.
 - MUELLER M.J. TYPE.
 - MINIMUM TAPPING SLEEVE LENGTH - 18".
- ACCEPTABLE VALVE LIST:
 - ALL VALVES 12" AND UNDER ARE TO BE RESILIENT WEDGE GATE VALVES. THE FOLLOWING VALVES WILL BE ACCEPTED: WATEROUS SERIES 500 RESILIENT CLOW RESILIENT WEDGE AMERICAN DANLINGS 80 CSR RESILIENT WEDGE.
- ALL PIPES, FITTINGS, VALVES, COATINGS, ETC. SHALL CONFORM TO NSF STANDARD 61.17. IF DEAD ENDS ON 10. IF DEAD ENDS ON WATER MAINS CANNOT BE AVOIDED, THEY MUST HAVE BLOW-OFF VALVES (MIN. DIA. 2")
- DESINFECTATION OF WATER LINES IN ACCORDANCE WITH A.D.E.Q. BULLETIN NO. 8 OR AWWA C-651-92 OR LATEST VERSION.
- WATER CONSTRUCTION STAKING SHALL BE DONE UNDER THE SUPERVISION OF A REGISTERED ENGINEER OR SURVEYOR.
- ALL MATERIALS THAT COME INTO CONTACT WITH WATER SHALL CONFORM TO ANSI/AP WQ 60 AND 61. PER R18-4-213.A AND B
- CONSTRUCTION MATERIALS USED IN THE WATER SYSTEM SHALL BE LEAD FREE AS DEFINED IN A.A.C. R18-4-504 AND R18-1-101.
- WATER LINES SHALL BE PRESSURE AND LEAKAGE TESTED IN ACCORDANCE W/ AWWA C605-94 FOR PVC PIPE. PER ENGINEERING BULLETIN NO. 10, CHAPTER 7.
- PRIOR TO PLACING THE INSTALLED WATER LINE IN SERVICE, THE NEW PIPE AND EXPOSED SECTIONS AND APPURTENANCES OF EXISTING PIPELINES SHALL BE CLEANED AND DISINFECTED IN ACCORDANCE WITH ANSI/AP WQ 651. UNLESS OTHERWISE SPECIFIED, PIPELINES SHALL BE FLUSHED FOLLOWING COMPLETION OF DISINFECTION PROCEDURES. DISPOSAL OR NEUTRALIZATION OF DISINFECTANT WATER SHALL COMPLY WITH APPLICABLE REGULATIONS. (REFER TO APPENDIX B OF ANSI/AP WQ 651.)
- WATER AND SEWER LINES AND WATER AND SEWER SERVICE LINES. SEPARATION IN ACCORDANCE WITH A.A.C. R18-5-502.C. AND CITY OF YUMA STD. DETAIL 5-005.
- VERTICALLY AND 6 FEET HORIZONTALLY UNDER ALL CONDITIONS, WHERE A SEWER FORCE MAIN CROSSES ABOVE OR LESS THAN 6 FEET BELOW A WATER LINE, THE SEWER MAIN SHALL BE ENCASED IN AT LEAST 6 INCHES OF CONCRETE OR CONSTRUCTED USING MECHANICAL JOINT DUCTILE IRON PIPE FOR 10 FEET ON EITHER SIDE OF THE WATER MAIN. AS PER AAC-R18-5-502-C.3
- WATER CONTRACTOR SHALL PROVIDE THE ENGINEER WITH A COPY OF THE BACTERIOLOGICAL TEST RESULTS TAKEN ON THE SYSTEM.
- ALL WATER LINES (MAINS AND SERVICES) SHALL INCLUDE THE INSTALLATION OF TRACER WIRE IN ACCORDANCE WITH STANDARD DETAIL No. 101.
- TYPES OF TAPPING SLEEVE REQUIRED: SMITH-BLAIR MODEL 662-663 STAINLESS STEEL (6" AND SMALLER: 15" LONG MIN.; LARGER THAN 6" 20" LONG MIN.)
- 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 OZWOM REGIONAL OFFICE.
- A MINIMUM OF 7' SHALL BE MAINTAINED BETWEEN PARALLEL WATER AND SEWER LINES AND WATER AND SEWER MAINS.
- FLANGE BOLTS SHALL BE PROTECTED BY 10 MIL POLYETHYLENE WRAP.
- SEWER MAINS AND SERVICES SHALL BE CLASS 50 CEMENT OR EPOXY LINED DUCTILE IRON 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).
- SEWER CONSTRUCTION STAKING SHALL BE DONE UNDER THE SUPERVISION OF A REGISTERED ENGINEER OR SURVEYOR.
- SEWER PIPE SHALL BE PVC SDR 35-HAVE N.S.F. SEAL OF APPROVAL AND MEET ASTM D-3034.
- SEWER MAINS SHALL BE PRESSURE AND LEAKAGE TESTED WITH 4 FEET OF HEAD UPSTREAM. ALLOWABLE LEAKAGE NOT TO EXCEED 180 GAL./IN. DIA./MILE OF PIPE/DAY. PER AAC R18-9-E301.D.2.]
- EXFILTRATION FROM MANHOLES SHALL BE LIMITED TO 0.1 GALS./HR./VERTICAL FOOT.
- DEFLECTION TEST OF AT LEAST 100% OF PLASTIC SEWER PIPE SHALL BE PERFORMED. SHORT TERM DEFLECTION IN EXCESS OF 5% SHALL BE CONSIDERED UNSERVICEABLE AND SHALL BE REPAIRED AND RETESTED. PER AAC R18-9-E301.D.2.]
- 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 180 GAL./IN DIA/MILE OF PIPE/DAY. ALLOWABLE INFILTRATION FOR MANHOLES SHALL BE LIMITED TO 0.1 GALS./HR./VERTICAL FOOT.
- GRAVITY SEWER LINES MUST BE TESTED FOR LEAKAGE AS PER R18-9-E301.D.2.]
- MANHOLES TESTING IS REQUIRED FOR 100% OF MANHOLES ACCORDING TO R18-9-E301.D.3.c.e.&f.
- FOR CONSTRUCTION AND TESTING OF SEWER LINES REFER TO A.A.C.R18-9-E301-(D)[2].
- FOR CONSTRUCTION AND TESTING OF SEWER FORCE MAIN REFER TO A.A.C.R18-9-E301-4.
- MANHOLE TESTING & CONSTRUCTION IS REQUIRED ACCORDING TO A.A.C.R18-9-E301-3.
- THE PRESSURE TESTING OF WATERLINES SHALL BE UNDERTAKEN AS FOLLOWS AND IN DESCENDING ORDER OF PRECEDENCE:
 - 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 PRESSURE FOR THE PRESSURE TEST SHALL BE A MINIMUM OF 150 PSI. PRESSURE LOSS DURING TESTING SHALL NOT EXCEED 5 PSI.
 - A PRESSURE TEST WILL BE DEEMED AS SUCCESSFUL IF IT PASSES THE CRITERIA SET FORTH BY AWWA C-600, SECTION 4 (CURRENT EDITION) AND THAT CRITERIA NOTED ABOVE, EXCEPT NO LEAKAGE TEST WILL BE ALLOWED.
- EQUIPMENT AND PRODUCTS THAT COME INTO CONTACT WITH THE PUBLIC WATER SUPPLY SHALL BE CERTIFIED TO MEET THE NATIONAL SANITATION FOUNDATION STANDARD 61 PER A.A.C. SEC. R18-4-213(B)
- MATERIALS SHALL BE IN ACCORDANCE WITH THE APPROVED WATER SERVICE COMPONENTS LIST.
- ALL MANHOLES SHALL BE CONSTRUCTED OF POLYMER CONCRETE

Water & Sewer Details
BELLEZA DEL DESIERTO
 PHASE 2 SUBMISION



Notes:
 Scale: N.T.S. Date: MAR. 2021
 Drawn: staff Job #: vnv19-690
 Checked: vno

Sheet 5
 of 5

VEGA & VEGA
 ENGINEERS & PLANNERS
 1846 S. 8th AVENUE
 YUMA, AZ. 85364
 928-329-0000 TEL
 928-247-6232 FAX
 V@veganvega.com



APN - 227-15-003
 OWNER: BORDER FRANCHES II AZ, LLC
 ZONING: LI

LEGEND

- | | | | |
|--|----------------------------------|--|--|
| | DESIGNATED WASHOUT AREA | | CURB INLET PROTECTION
(GRAVEL BAG, FILTER BAG, ROCK SOCK) |
| | DUST CONTROL | | AREA INLET DRAIN PROTECTION
(GRAVEL BAG, FILTER BAG, ROCK SOCK) |
| | STABILIZED CONSTRUCTION ENTRANCE | | STRAW WATTLES (SEDIMENT LOG/FIBER ROLL) |
| | PROTECTED STORAGE AREA | | WORK ZONE IDENTIFICATION SIGN |
| | SILT FENCE | | DRAINAGE FLOW ARROWS |

KEYNOTES:

- ◆ CONSTRUCT NEW WALL PRIOR TO ANY OTHER CONSTRUCTION. NEW WALL WILL PREVENT STORM WATER TO ENTER OR EXIT SITE.
- ◆ IN LIEU OF CONSTRUCTING NEW WALL PRIOR TO ANY OTHER CONSTRUCTION, THE CONTRACTOR HAS THE OPTION TO CONSTRUCT A NEW BERM.
- ◆ EXISTING IMPROVEMENTS WILL PREVENT STORM WATER TO ENTER OR EXIT SITE.

AREA

DISTURBED AREA = 14.85 ACRES

DRAINAGE NOTE

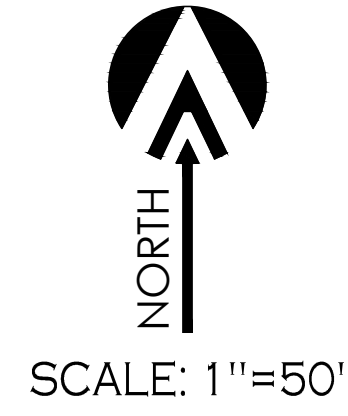
DRAINAGE STORM WATER RUNOFF WILL BE STORED NEW RETENTION BASIN LOCATED ON THE NORTHEASTERN PART OF THE SITE. AS SHOWN IN THE DRAINAGE REPORT.

FLOOD ZONE DESIGNATION

THE SUBJECT PROPERTY IS LOCATED WITHIN AN AREA HAVING A FLOOD ZONE DESIGNATION (AREA OF 0.25% ANNUAL CHANCE FLOOD AREA OF THE ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE) AND AREAS PROTECTED BY LINES FROM THE ANNUAL CHANCE FLOOD COMMUNITY PANEL NUMBER 04027C1548 DATED AUGUST 28, 2008, WHICH IS THE FLOOD INSURANCE RATE MAP (FIRM) (NOT PRINTED) FOR THE COMMUNITY IN WHICH THE PROJECT IS SITUATED.

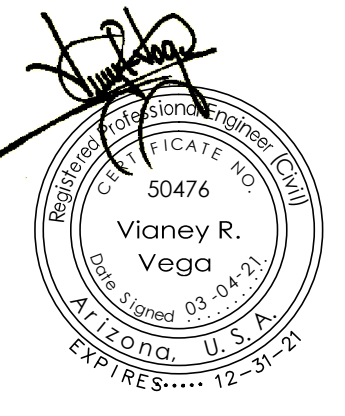
BENCHMARK

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



SCALE: 1"=50'

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



Notes:
 Scale: N.T.S. | Date: MAR. 2021
 Drawn: Staff | Job #: vnv19-690
 Checked: Vna

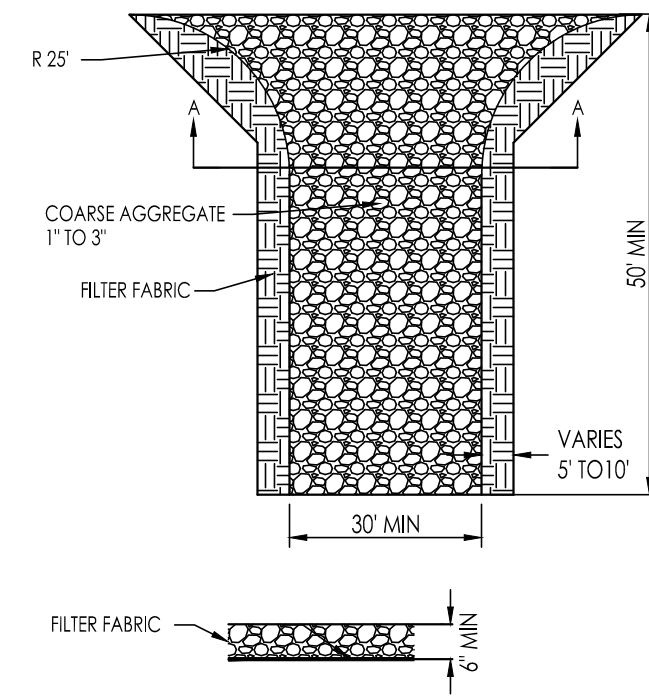
SWPPP
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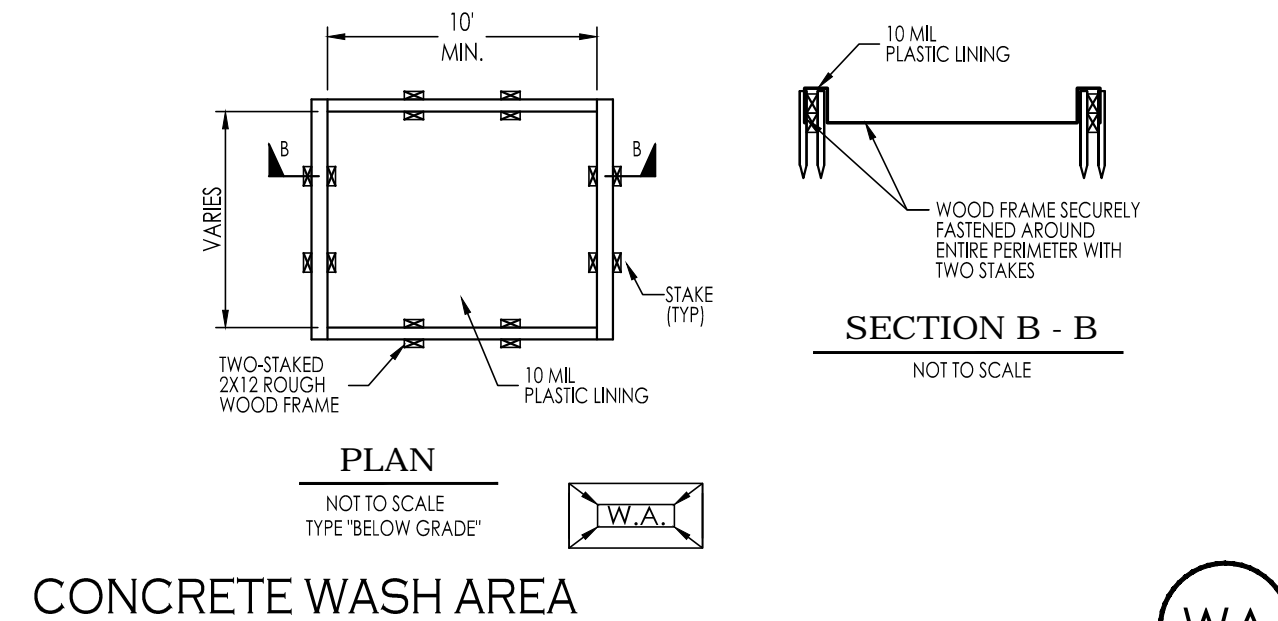
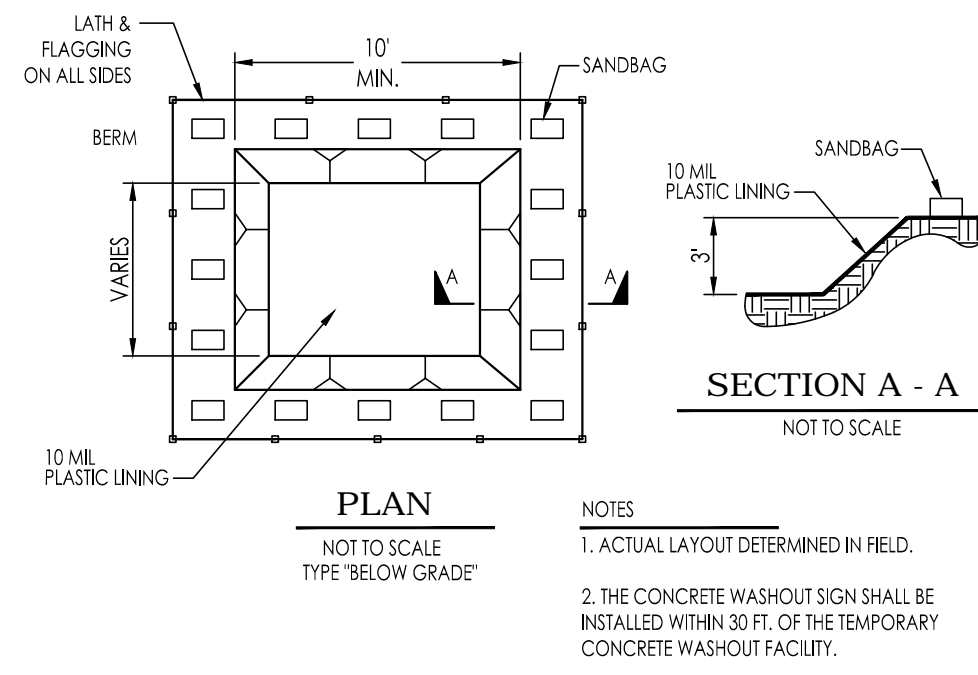
BELLEZA DEL DESIERTO
PHASE 2 SUBDIVISION

SWPPP

SOUTHWEST ARIZONA INDUSTRIAL SUBDIVISION (PHASE 1)
 BK. 28 OF PLATS, PGS 49, YCRO.

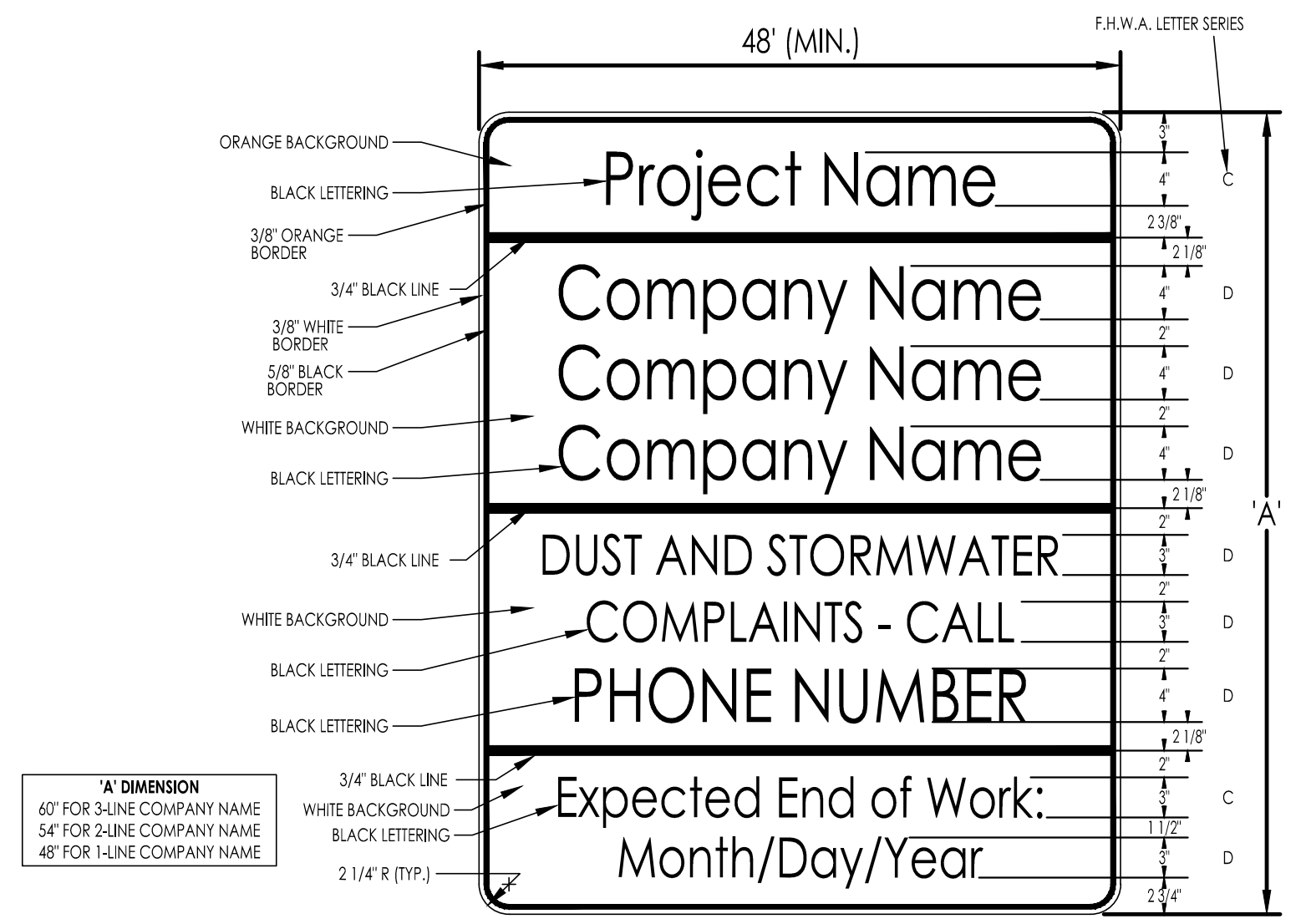


SECTION A - A
STABILIZED CONSTRUCTION EXIT/ENTRANCE (SCE)



CONCRETE WASH AREA (WA)

SIGN WZIS-1



WORK ZONE IDENTIFICATION SIGN (WZS)

CONSTRUCTION NOTES

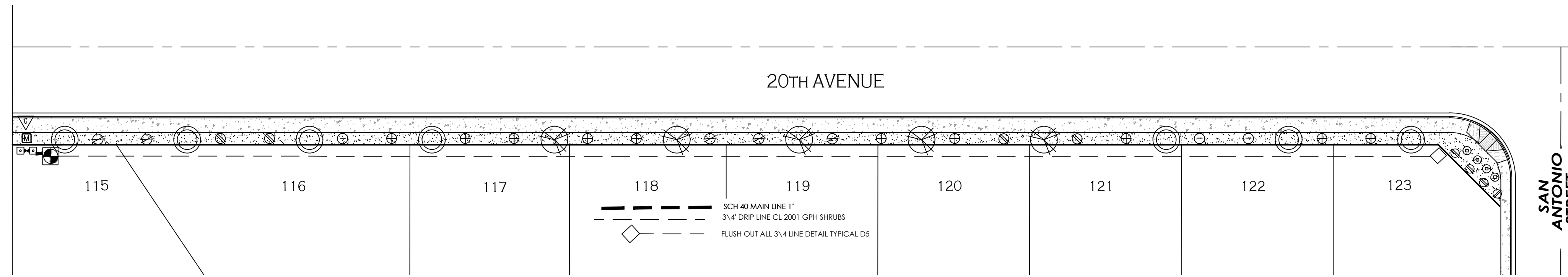
1. AFTER PERMITS HAVE BEEN OBTAINED & EROSION CONTROL MEASURES INSTALLED, THE CONTRACTOR SHALL ROUGH GRADE SITE.
2. CONTRACTOR SHALL PREVENT ANY SILTATION FROM ENTERING ANY STORM SEWER SYSTEM. ALL INLETS & INLET OPENINGS SHALL BE FULLY ENCLOSED WITH SILT FENCE DURING AND AFTER CONSTRUCTION OF INLET.
3. NO LAND CLEARING OR GRADING SHALL BEGIN UNTIL ALL EROSION CONTROL MEASURES HAVE BEEN INSTALLED.
4. MAINTAIN EROSION CONTROL MEASURES AT ALL TIMES ESPECIALLY BEFORE ANY PREDICTABLE RAIN.
5. THIS PLAN SHALL NOT BE CONSIDERED ALL INCLUSIVE. AS THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PREVENT SOIL SEDIMENT FROM LEAVING THE SITE. THIS PLAN IS INTENDED TO BE UPDATED BY A QUALIFIED PERSON AS CONSTRUCTION ACTIVITIES PROCEED. METHODS OF EROSION CONTROL SHALL BE TAKEN FROM "DRAINAGE DESIGN FOR YUMA COUNTY, ARIZONA, VOLUME II EROSION CONTROL".
6. CONTRACTOR SHALL COMPLY WITH ALL STATE AND LOCAL ORDINANCES THAT APPLY.
7. ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES WILL BE INSTALLED IF DEEMED NECESSARY BY ON-SITE INSPECTION.
8. LAND DISTURBING ACTIVITIES SHALL NOT COMMENCE UNTIL APPROVAL TO DO SO HAS BEEN RECEIVED BY GOVERNING AUTHORITIES.
9. IF INSTALLATION OF STORM DRAINAGE SYSTEM SHOULD BE INTERRUPTED BY WEATHER OR NIGHTFALL, THE PIPE ENDS SHALL BE COVERED WITH FILTER FABRIC.
10. ALL EXISTING STRUCTURES, FENCING, TREES, AND ETC., WITHIN CONSTRUCTION AREA SHALL BE REMOVED AND DISPOSED OF OFF SITE. ANY BURNING ON SITE SHALL BE SUBJECT TO LOCAL ORDINANCES.
11. CONTRACTOR SHALL BE RESPONSIBLE TO TAKE WHATEVER MEANS NECESSARY TO ESTABLISH PERMANENT SOIL STABILIZATION.
12. CONTRACTOR TO IDENTIFY ON PLAN AREAS THAT HAVE REACHED FINAL STABILIZATION.

SWPPP EROSION CONTROL DETAILS
 BELLEZA DEL DESIERTO
 PHASE 2 SUBDIVISION



Notes:
 Scale: N.T.S. Date: MAR 2021
 Drawn: staff Job #: vrv19-690
 Checked: Vna

Landscaping & Irrigation



IRRIGATION LEGEND (STREET)

SYMB	DESCRIPTION	MANUFACTURER	MODEL
[M]	METER BY OTHERS	(FIELD VERIFY LOCATION)	3/4" minimum
[B]	1" PVB FEBCO	BACKFLOW PREVENTOR	WITH SLAB AND CAGE
[C]	CONTROLLER	LIET SOLAR	8 STA
[V]	DRIP ELECTRIC CONTROL VALVE	HUNTER	ICV
[D]	RAINBIRD	DRIP FLUSH	

IRRIGATION LEGEND (BASIN)

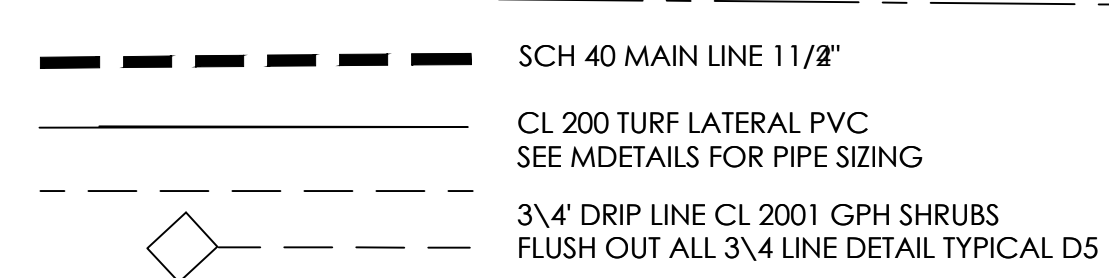
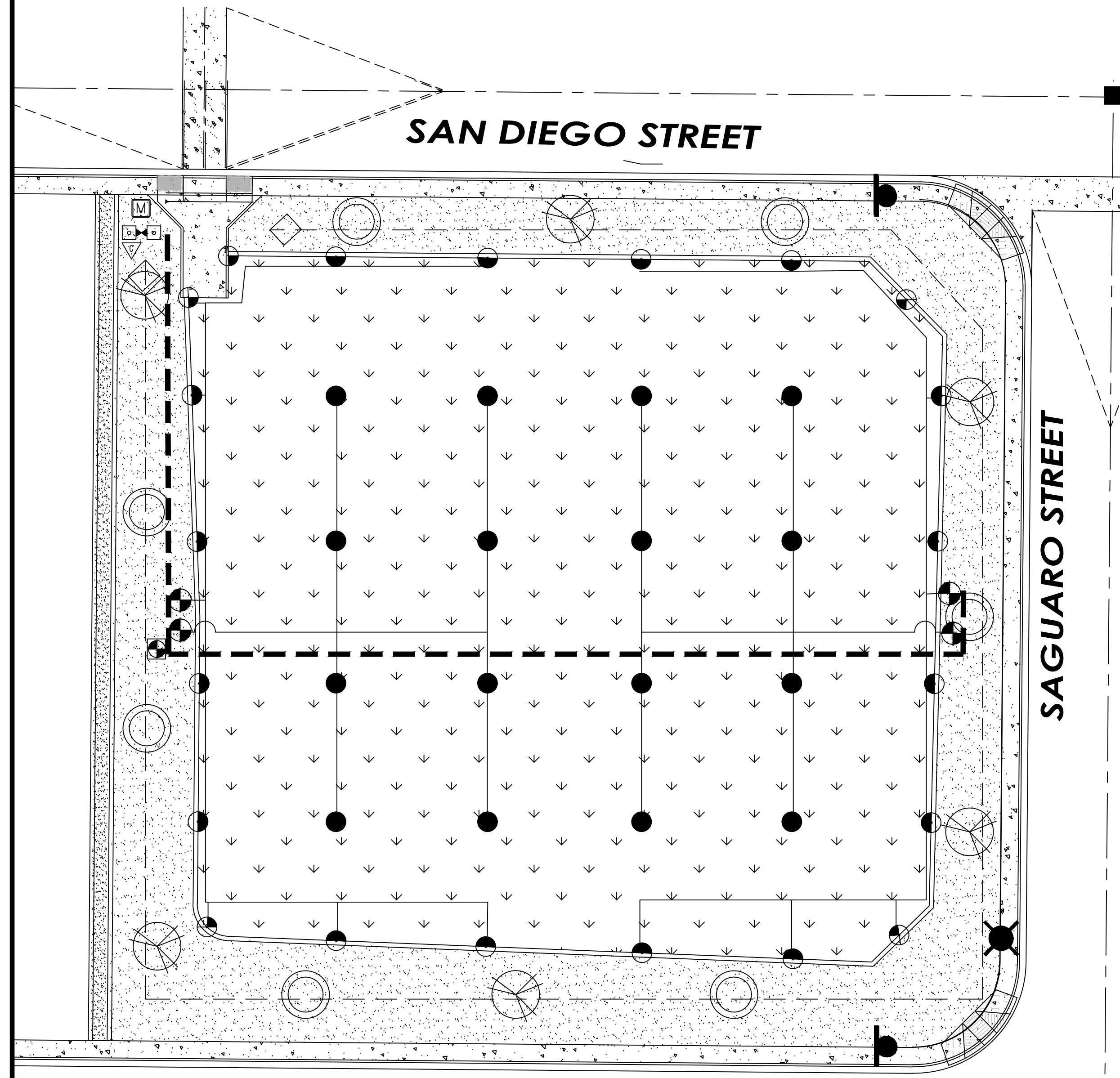
SYMB	DESCRIPTION	MANUFACTURER	MODEL
[M]	METER BY OTHERS	(FIELD VERIFY LOCATION)	1 1/2" minimum
[B]	1 1/2" PVB FEBCO	BACKFLOW PREVENTOR	WITH SLAB AND CAGE
[C]	CONTROLLER	LIET SOLAR	8 STA
[V]	DRIP ELECTRIC CONTROL VALVE	HUNTER	ICV
[V]	NEW 1 1/2" CONTROL VALVE	HUNTER	ICV
[S]	HUNTER PGP FULL SPRINKLER HEAD BLUE # 3 NOZ 38" @ 3 GPM WITH .4 PRECIP		
[S]	HUNTER PGP ADJ (180-HALF) SPRINKLER HEAD BLUE # 3 NOZ 38" @ 3 GPM WITH .4 PRECIP		
[S]	HUNTER PGP ADJ SPRINKLER HEAD BLUE # 1.5 NOZ 38" @ 1.5 GPM WITH .4 PRECIP		
[D]	RAINBIRD	DRIP FLUSH	

PLANT LEGEND

TREES	SYMBOL	COMMON NAME	BOTANICAL NAME	SIZE
	[Circle]	Bottle Tree	Brachychiton Populneus	24" box
	[Circle with cross]	Palo Blanco	Acacis Willardiana	24" box
SHRUBS		Arizona Yellow Bells	Techoma Stans	5 Gal.
		Red Bird of paradise	Caesalpinia Pulcberimma	5 Gal.
		Red yucca	Hesperaloe Parviflora	5 Gal.
		Orange Bells	Techoma Hybrid	5 Gal.
		Yellow Mound Lantana	Lantana Camara	5 Gal.

GROUND COVER/HARDSCAPES	
[Stippled]	Mohawk 1/4" rolled and compacted Pathway
[Dotted]	Mohawk 1" (all non turf landscape areas)
[Cross-hatched]	Seeded Majestic Turf (as per the growers instructions)
[Wavy line]	6" X 6" Curb

- SPECIAL NOTES**
- Turf areas will be maintained until there are no bare spots larger than 3' or 60 days .
 - Warranty for landscape will be 3 months and Irrigation will be 1 Year
 - 1-24" box tree @ 50' o.c.
 - Shrubs 20' o.c. screen on 20th ave



RETENTION BASIN

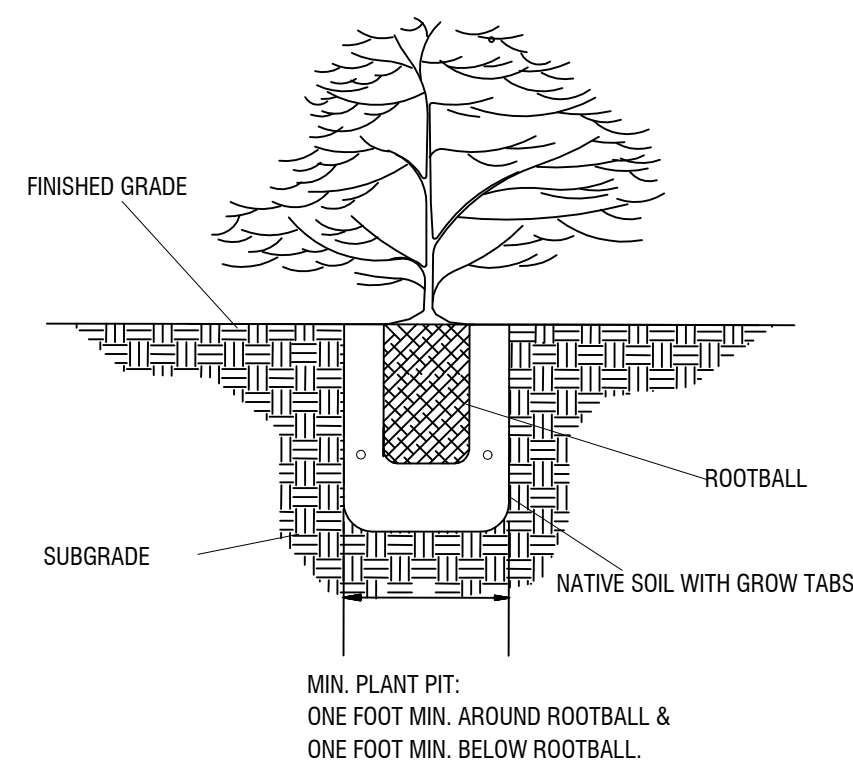
IRRIGATION NOTES

- CONTRACTOR RESPONSIBLE FOR FULL AND EFFICIENT COVERAGE
- VERIFY PRESSURE BEFORE LAY OUT
- MINIMUM PRESSURE 75 PSI AT MAIN LINE ONLY APPROXIMATE
- VALVE LOCATIONS ARE ONLY APPROXIMATE
- DRIP VALVES NOT TO EXCEED 5 GPM
LAWN VALVES NOT TO EXCEED 60 GPM
- DRAWN FOR CLARITY ALL IRRIGATION TO BE INSTALLED IN LANDSCAPE AREA
- ALL SLEEVES ARE SCH 40
- ALL SLEEVES TO HAVE 18" COVER MINIMUM
- IF BACKFILL MATERIAL HAS DEBRIS LARGER THAN 1" SHADE WITH MORTAR SAND 4" ABOVE 4" BELOW PIPE
SEE PIPE AND SLEEVING DETAILS D-10
- IF PROPER PRESSURE IS NOT AVAILABLE NOTIFY OWNERS REPRESENTATIVE BEFORE ANY WORK IS STARTED
- HEAD AND VALVE PLACEMENT ARE ONLY DIAGRMATIC
FIELD VERIFY ALL LOCATIONS ON PLANS

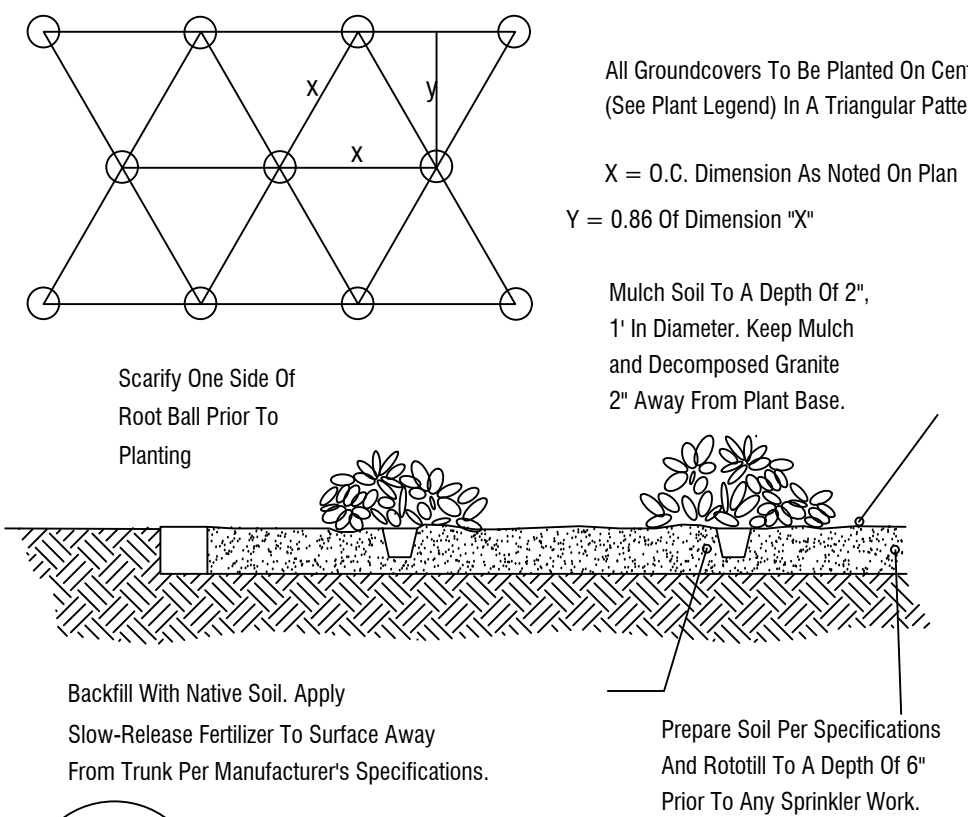


Retention Basin And Street
BELLEZA DEL DESIERTO
 PHASE 2 SUBDMISION

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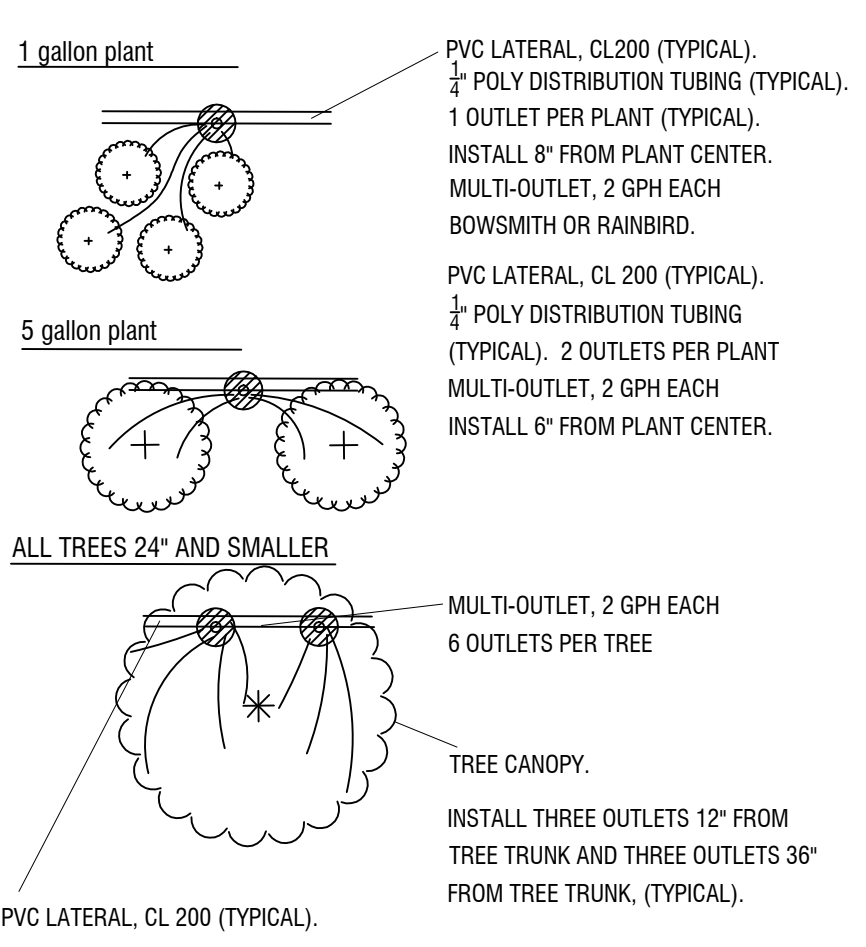


D1 SHRUB PLANTING

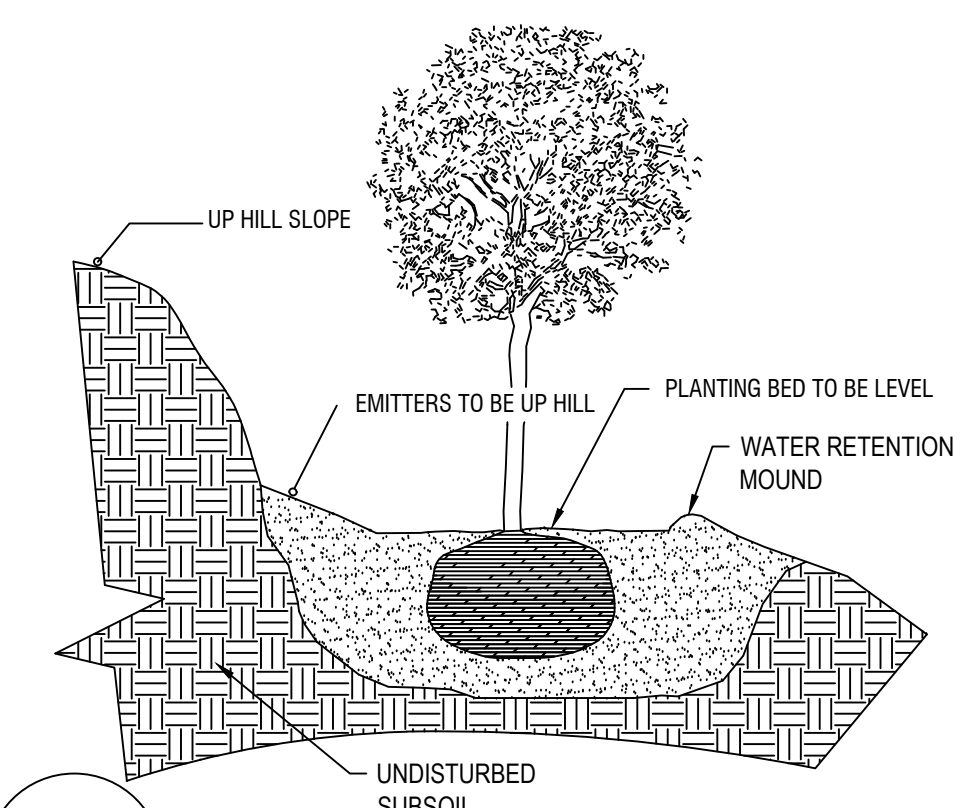


D2 GROUND COVER

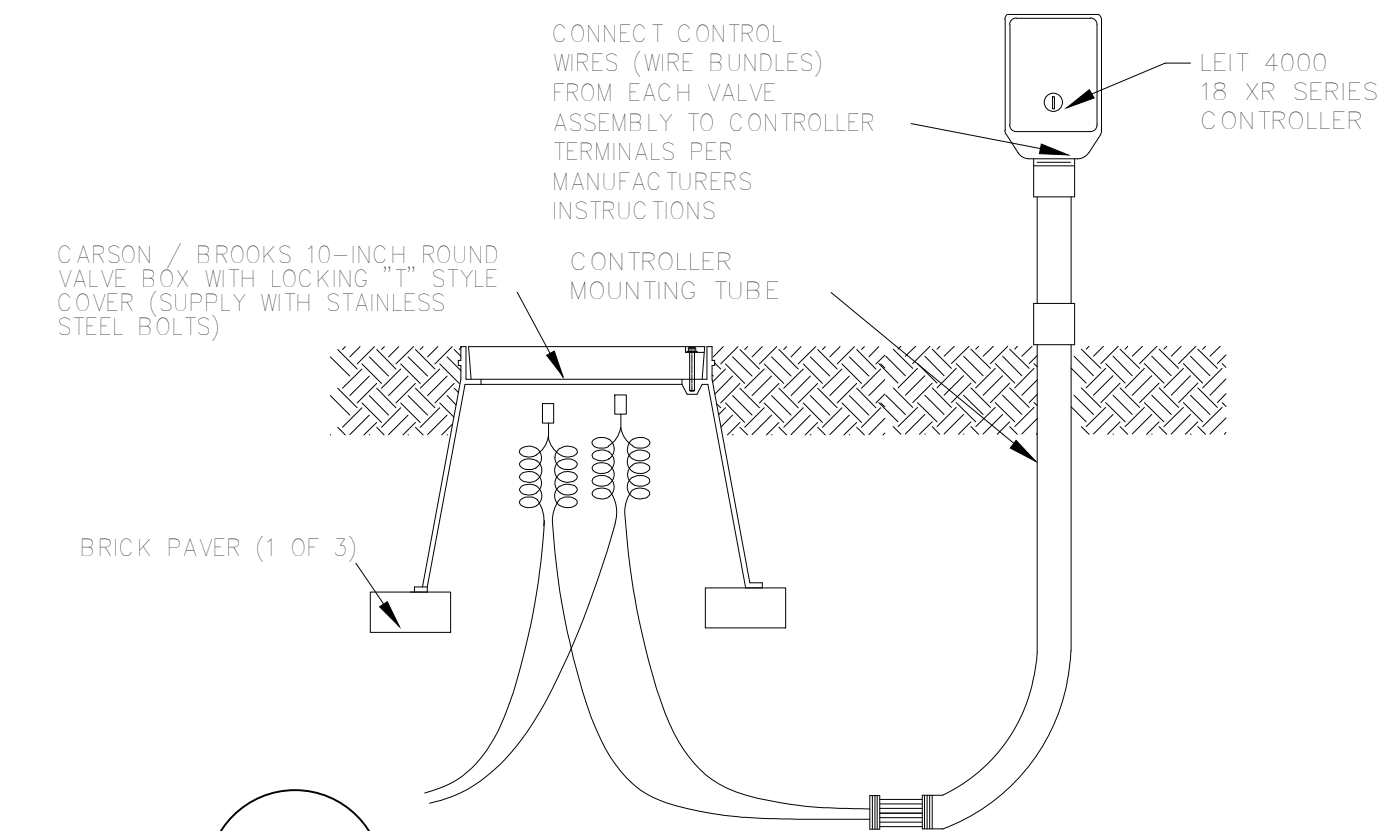
Construction Details



D3 EMITTER PLACEMENT



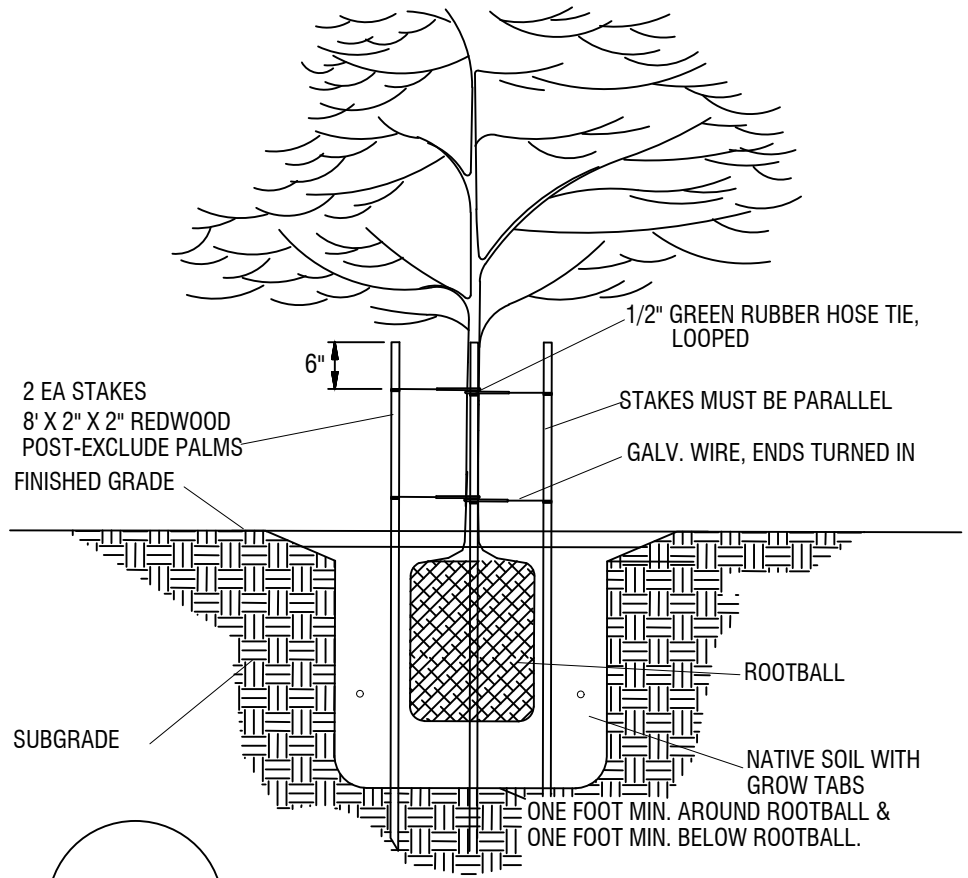
D4 PLANTED ON SLOPE



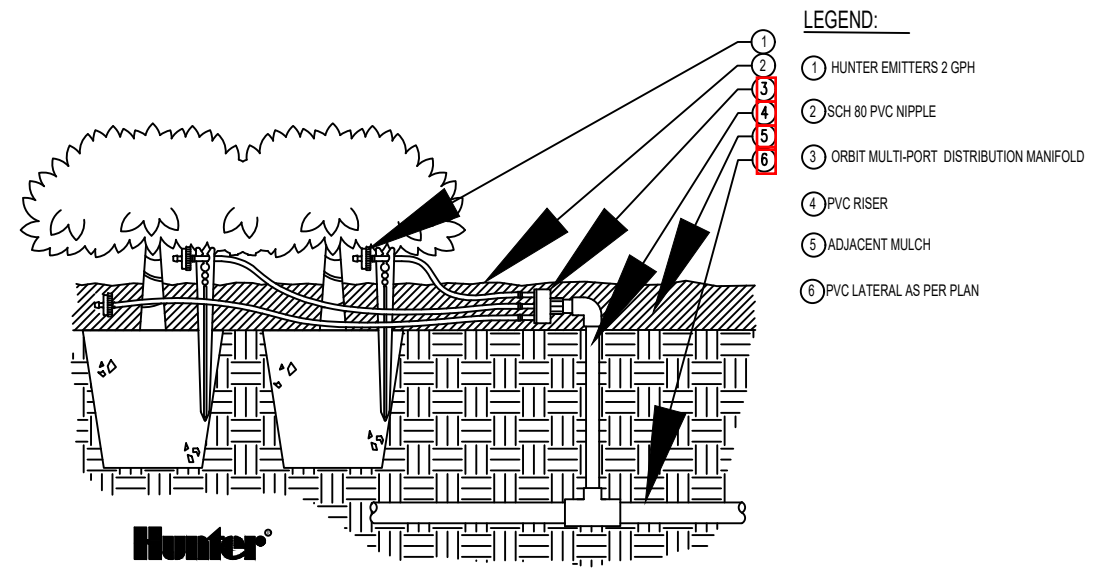
D5 OPTIONAL SOLAR CONTROLLER

size (pipe)	class	gpm	sleeve size
1/2"	SCH 40	0-5	2"
3/4"	SCH 40	6-10	2"
1"	SCH 40	11-15	2"
1-1/4"	SCH 40	16-25	3"
1-1/2"	SCH 40	26-35	3"
2"	SCH 40	36-50	4"
2-1/2"	CL160	51-75	6"
3"	CL160	76-100	6"
4"	CL160	101-190	10"
WIRING	SCH 40	1-25 WIRES	2" MIN.

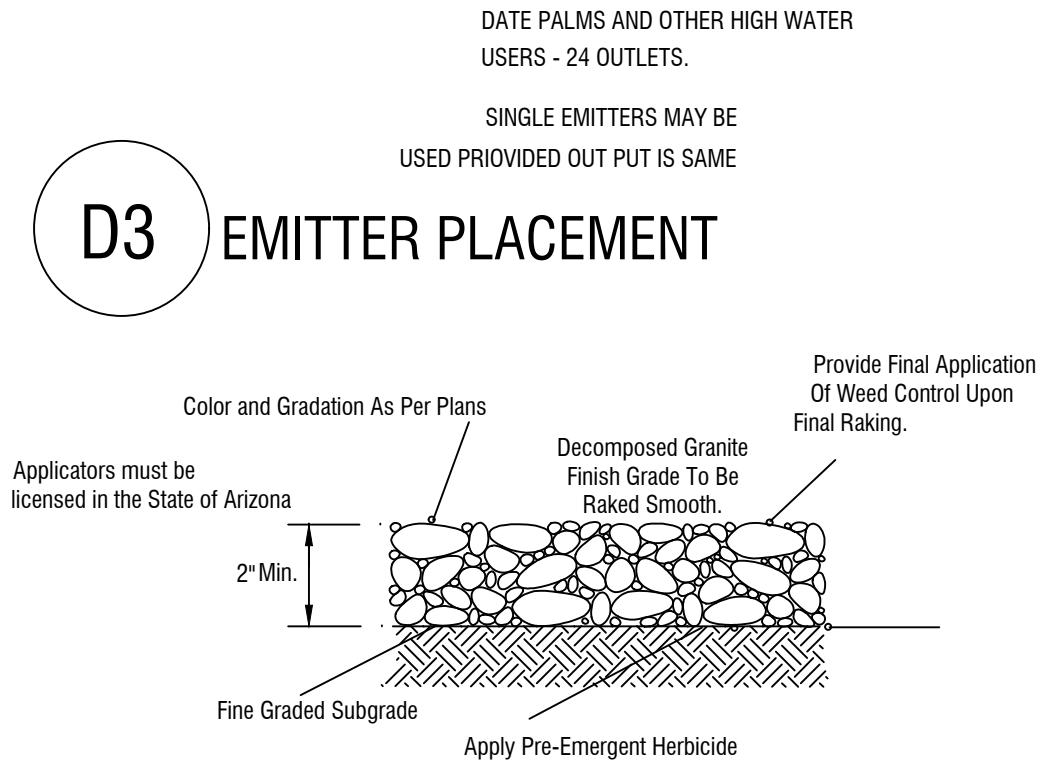
ALL MAINLINE FITTINGS 3" AND LARGER SHALL BE DUCTILE IRON. ALL OTHER MAINLINE FITTINGS SHALL BE SCH. 40.
 ALL MAINLINE INTERSECTIONS (45, 90, ECT.) SHALL HAVE THRUST BLOCKS PER MANUFACTURERS RECOMMENDATIONS. USE MECHANICAL FITTINGS ON TEES, FOR 3" AND LARGER MAINLINE.
 SLEEVE SIZE IS FOR SINGLE PIPE RUNS.
 SLEEVE ALL WIRE SEPARATE FROM WATER LINES, UNDER PAVING.
 ALL SOLVENT WELD MAINLINE FITTINGS SHALL BE SCHEDULE 40.



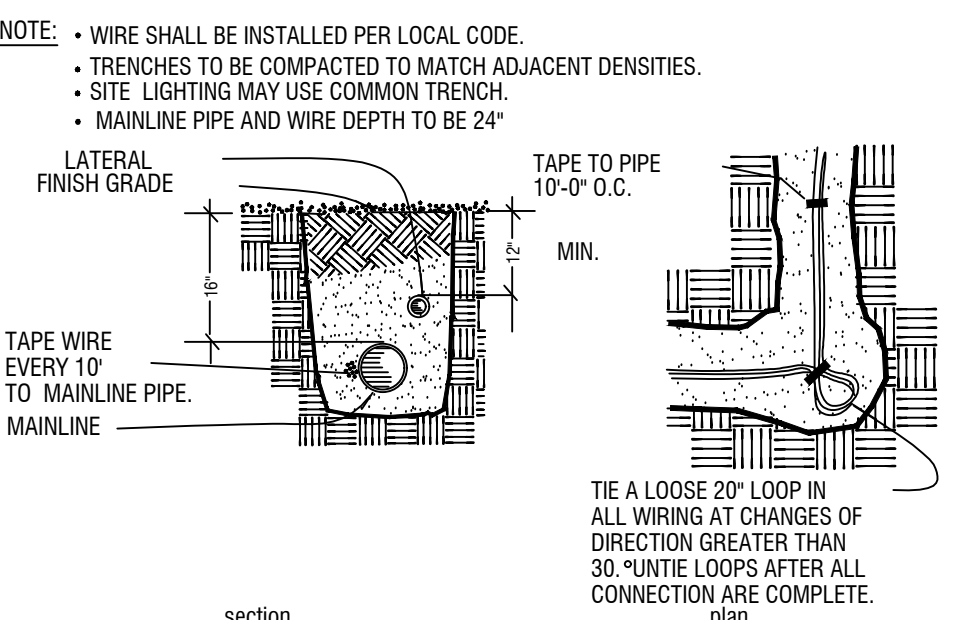
D6 TREE PLANTING



D7 MULTIPORT MANIFOLD

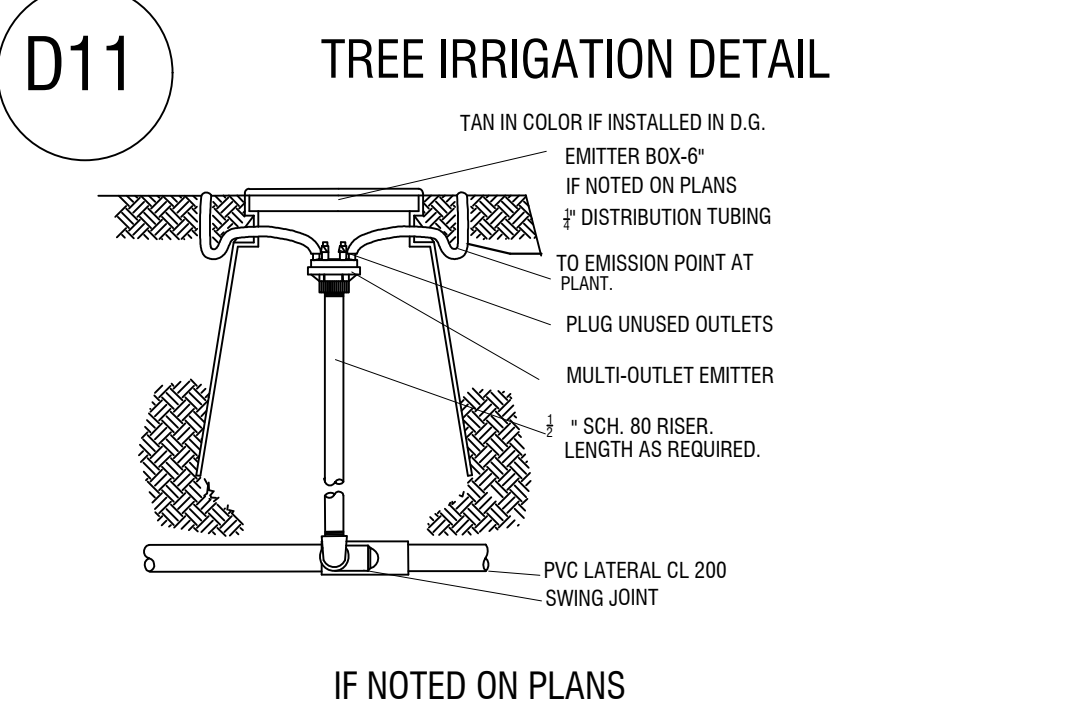
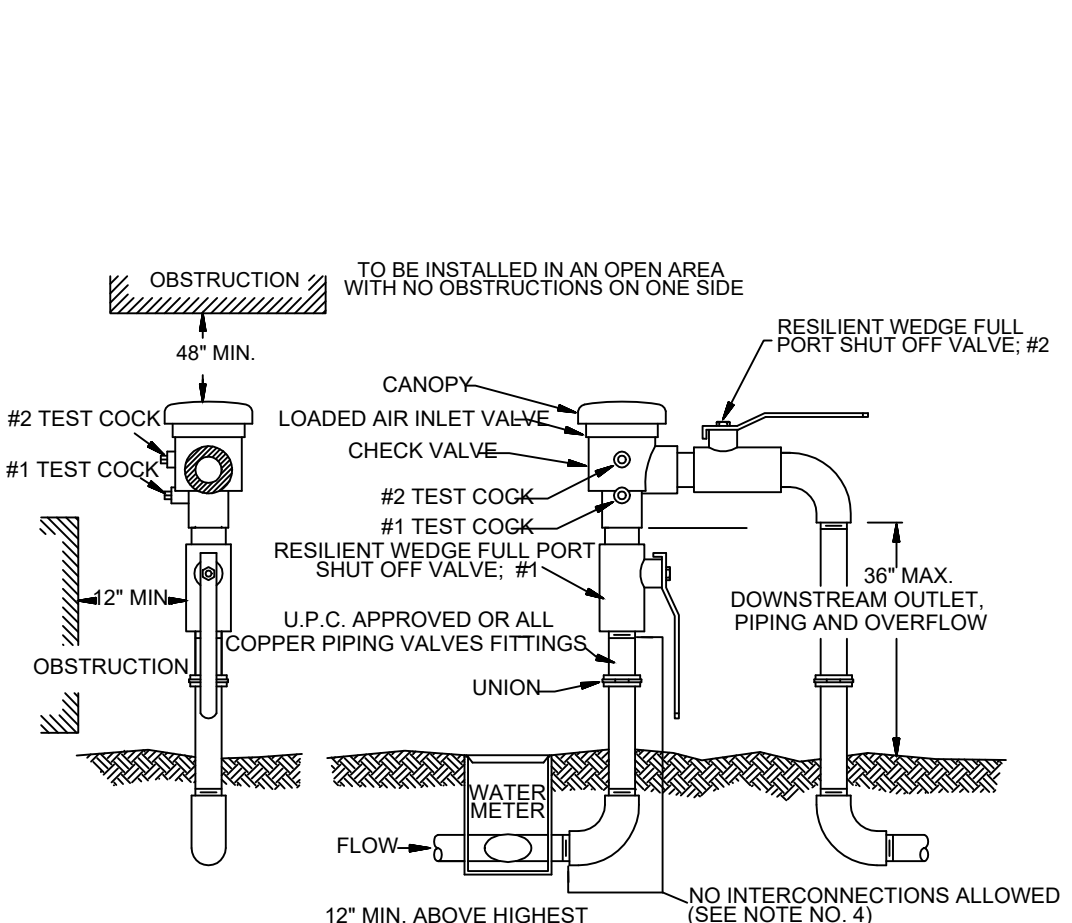
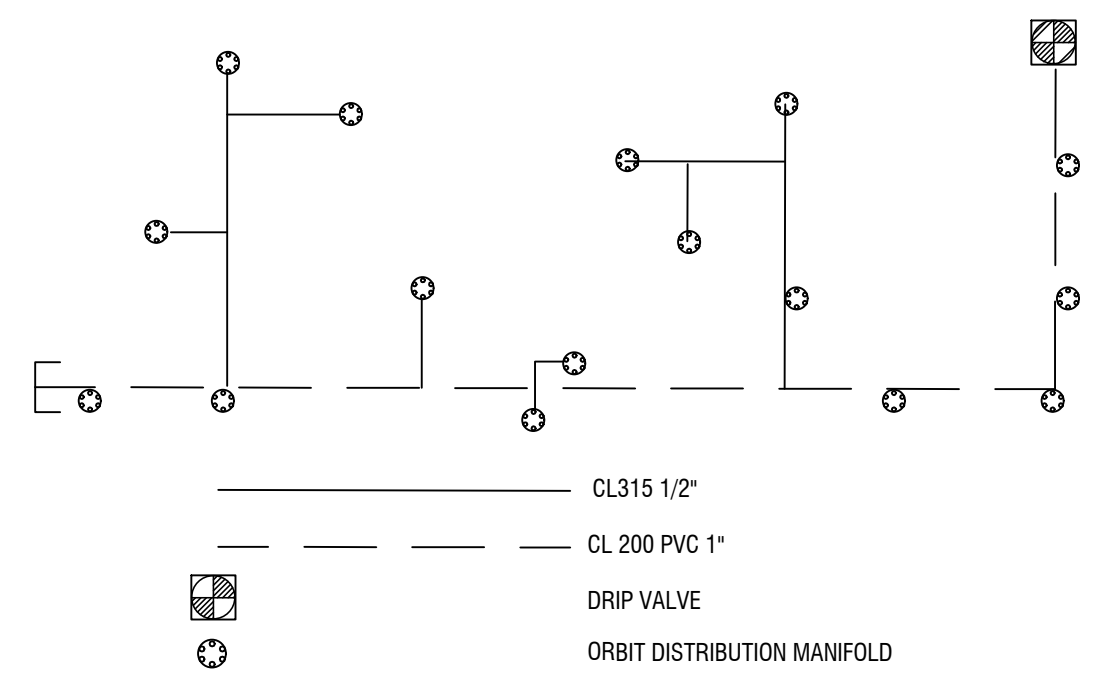


D8 DECOMPOSED GRANITE

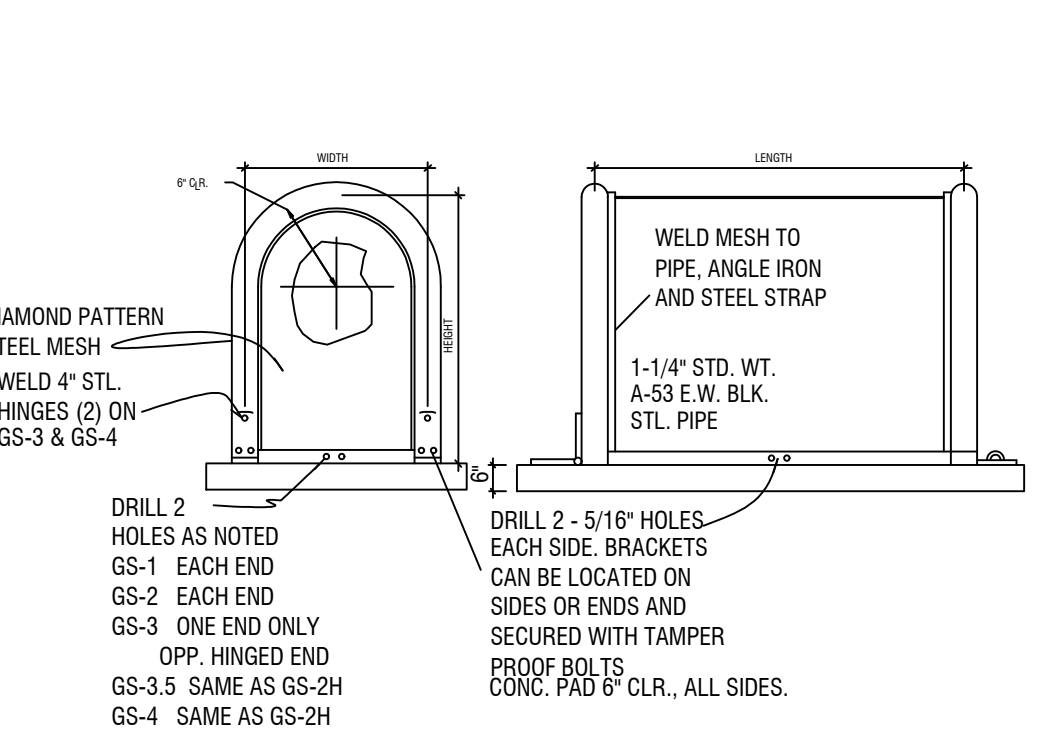


D9 PIPE AND WIRE TRENCHING

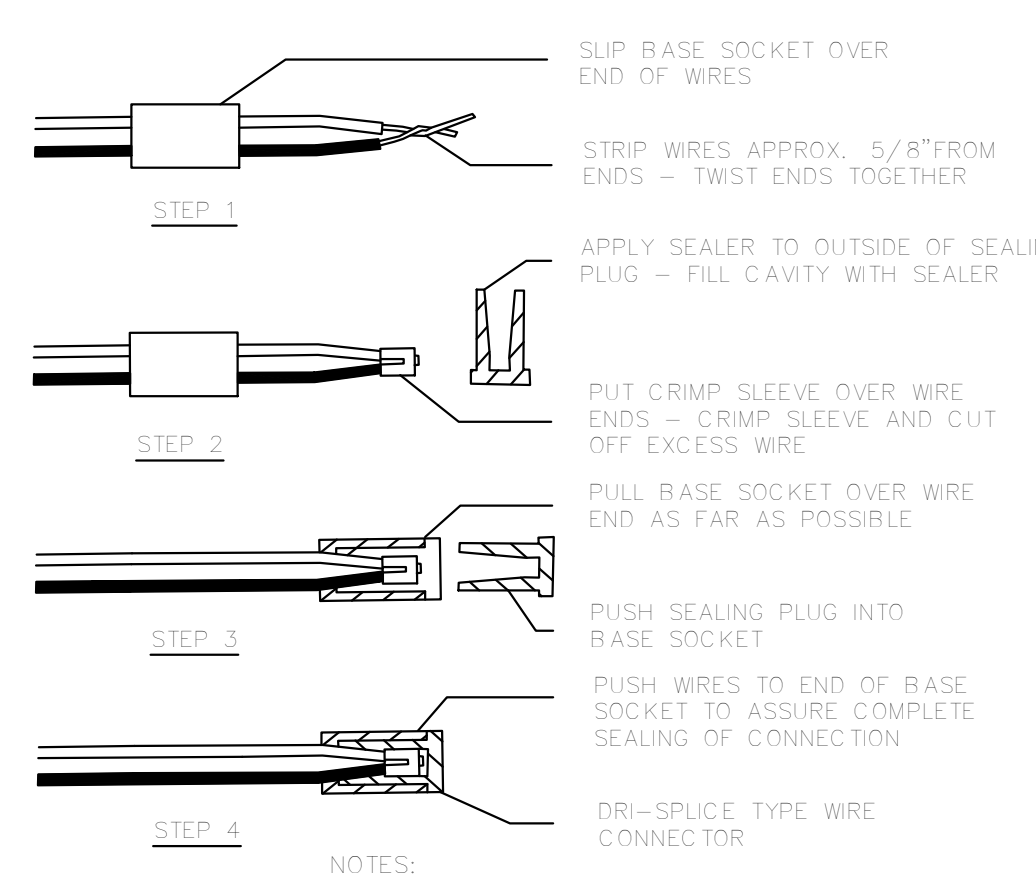
D10 PIPE AND SLEEVE SIZING



D11 TREE IRRIGATION DETAIL

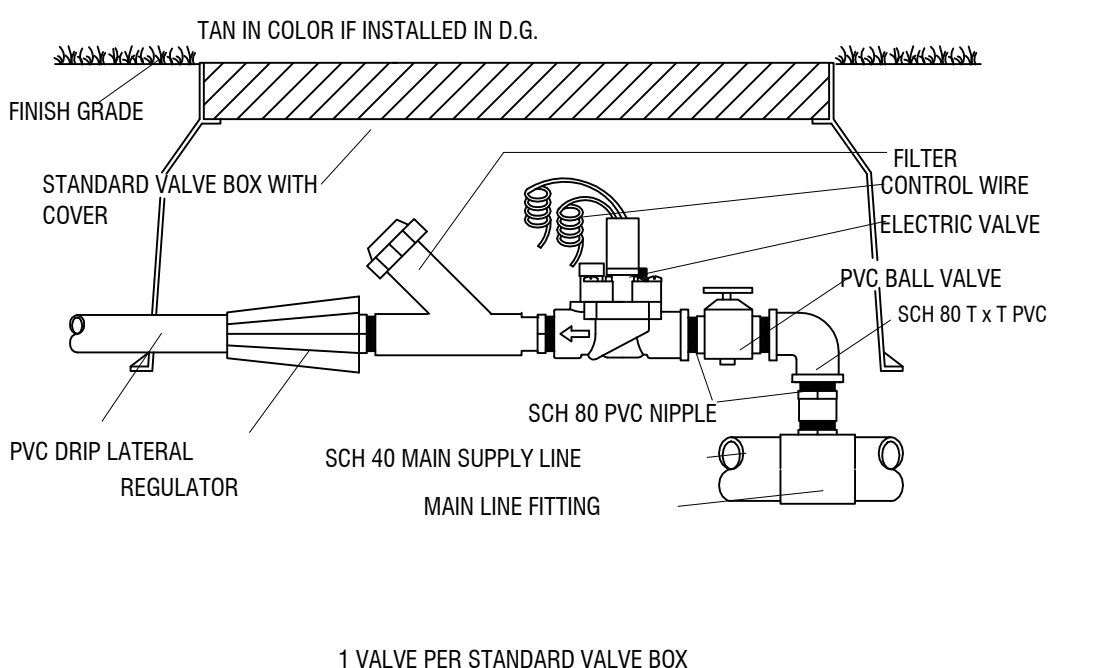


D12 GARDSHACK ENCLOSURE



D13 IRRIGATION WIRE CONNECTIONS

D14 EMITTER PVC PIPE LAY OUT

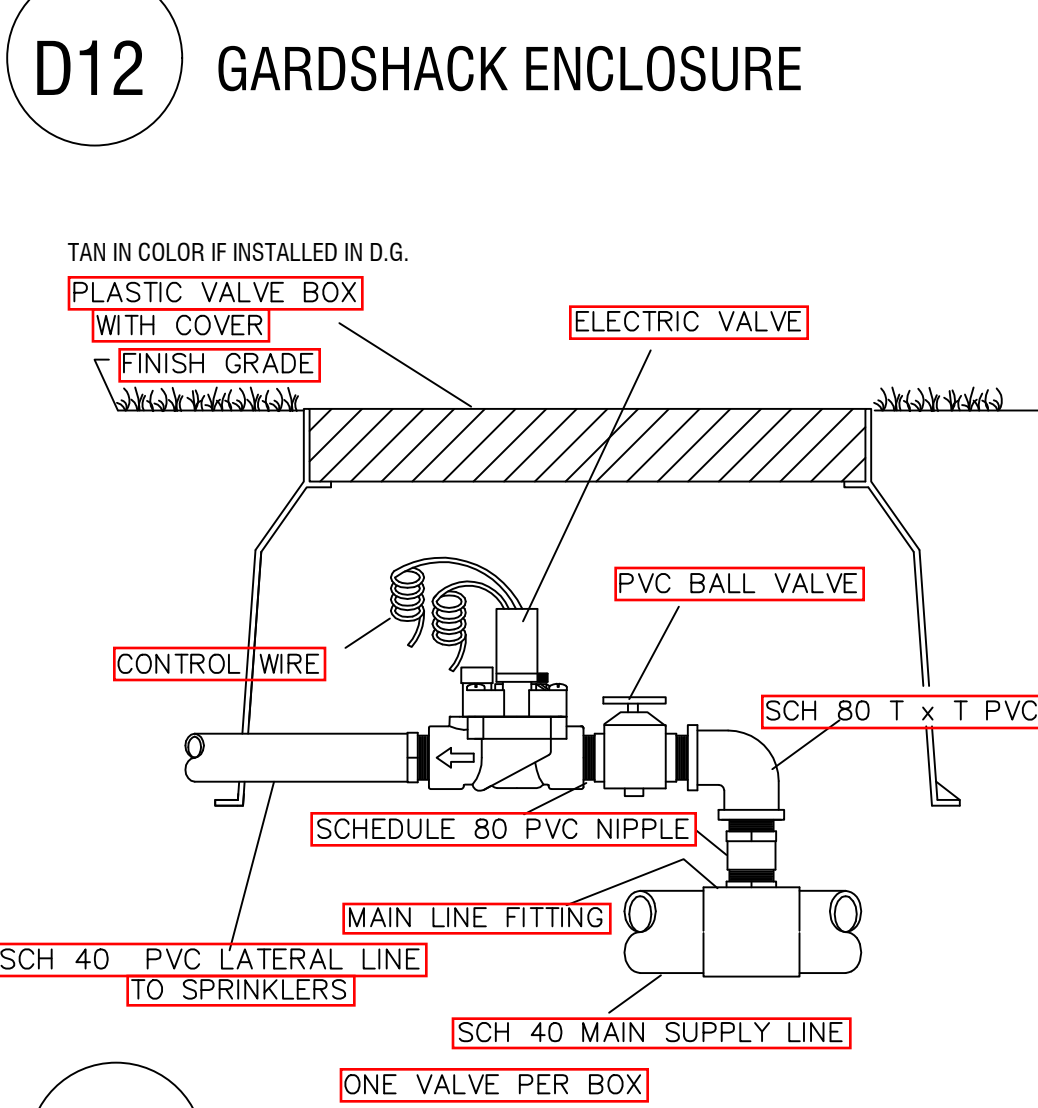


- NOTES
1. A permit is required before installing or replacing a backflow assembly. Permits are obtained at the Department of Community Development.
 2. A list of approved backflow assemblies are available from the Utilities Department Pretreatment
 3. The P.V.B. shall be installed outside, above ground, as close to the water meter as possible. The P.V.B. shall be located on private property unless otherwise authorized.
 4. There shall be no other piping connected to the piping between the water meter and the backflow assembly except for parallel assembly installations.
 5. Installations shall meet all current uniform plumbing codes in addition to the City building codes.
 6. Installations shall be left exposed until inspected and approved by the City.
 7. If this unit is installed to serve a retention basin, this unit shall be placed a minimum of 12" (36" maximum) above the flood rim of the retention basin.
 8. Protective cages are optional and will meet clearance, access and drainage requirements.
 9. It is recommended that backflow assemblies be protected from the elements. Care shall be taken to ensure that the protection does not hinder the assembly's operation.
 10. All backflow units are to be tested by a certified professional prior to final approval. Backflow units shall be tested on an annual basis.
 11. The installation of a pressure vacuum breaker assembly can cause a closed system. Consult with the City Building Official for pressure relief valves, thermal expansion or other needed requirements.
 12. P.V.B.'s may be maintained under constant pressure and have shutoff valves downstream but there shall be no means of imposing back pressure on the P.V.B. from any other source.
 13. P.V.B.'s shall only be approved for irrigation system service protection unless otherwise authorized.

D15 PRESSURE VACUME BREAKER

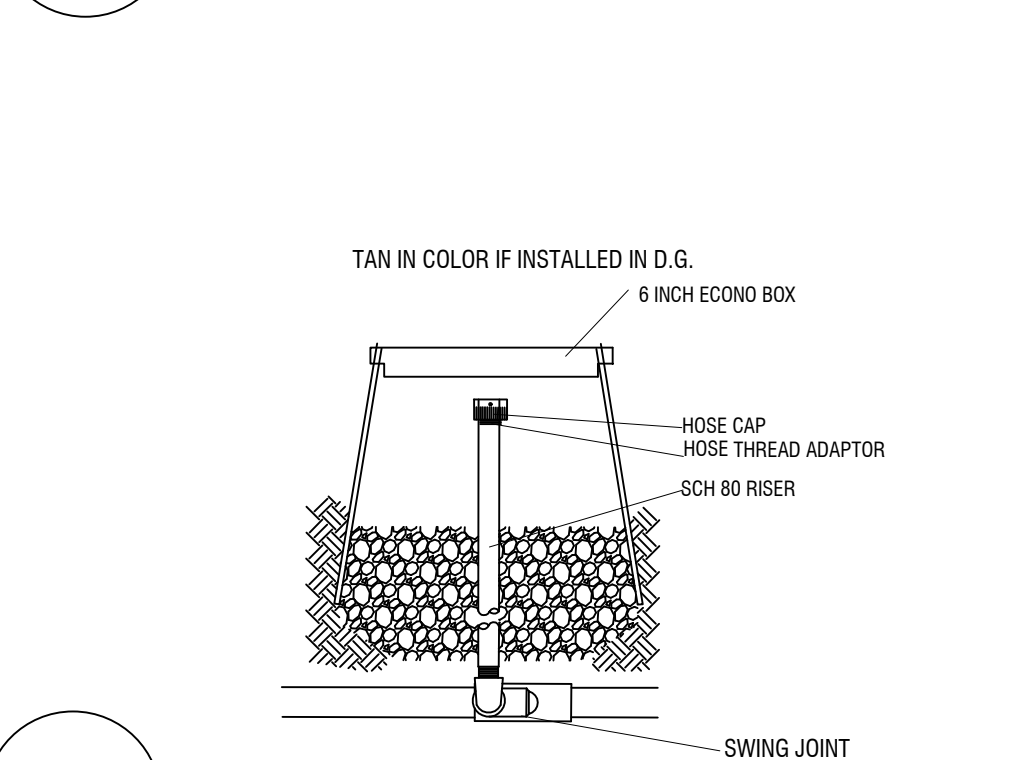
D16 MULTI EMITTER

D16 POP-UP BODY (PROS-03) WITH BUBBLER NOZ



D17 TURF VALVE

D18 FLUSH OUT



D19 DRIP VALVE

Retention Basin And Street
 BELLEZA DEL DESIERTO
 PHASE 2 SUBDIVISION

Notes:
 Scale: _____ Date: _____
 Drawn: _____ Job #: _____
 Checked: vno

specifications

GENERAL CONSTRUCTION NOTES

- NOTES ARE TO BE USED FOR GENERAL REFERENCE IN CONJUNCTION WITH ALL WORK ELEMENTS SHOWN ON THE ENCLOSED PLANS.
- VERIFY CRITICAL DIMENSIONS, REFERENCE POINT LOCATIONS, CONSTRUCTION CONDITIONS OR SCALE ON PLANS PRIOR TO INITIATING WORK. NOTIFY OWNER'S SHOULD CONFLICTS ARISE.
- ANY SIDEWALKS OR HARDSCAPE LAYOUT SHOWN ON THESE PLANS IS FOR REFERENCE ONLY. REFER TO CIVIL ENGINEERING FOR HORIZONTAL AND VERTICAL CONTROL, DETAILS AND METHODS OF CONSTRUCTION. SOUTHWEST DREAMWORKS ASSUMES NO RESPONSIBILITY FOR UNFORESEEN CONFLICTS, ENGINEERING, OR INSTALLATION THAT IS BEYOND OUR CONTROL.
- WALLS AND SITE FEATURES SHOWN ON THESE PLANS ARE SCHEMATIC. FIELD VERIFY TO ACTUAL PROPERTY LINES, GRADING, UNDERGROUND CONFLICTS OR EXISTING CONDITIONS THAT MAY REQUIRE ADJUSTMENT OR INTERPRETATION TO PLAN AND DETAILS PROVIDED. SOUTHWEST DREAMWORKS ASSUMES NO RESPONSIBILITY FOR CONFLICTS THAT ARE NOT ADDRESSED IN ADVANCE OR BEYOND OUR CONTRACTUAL AGREEMENT FOR FIELD INSPECTION.
- REFER TO ENGINEERING PLANS FOR CONSTRUCTION AND GRADING CONSIDERATIONS OF THE SITE. CROSS REFERENCE WORK THAT MAY IMPACT IMPROVEMENTS SHOWN ON THESE DOCUMENTS.
- ALL CONSTRUCTION MUST CONFORM TO 2007 UNIFORM BUILDING CODE (UBC), FOR CITY OF YUMA STANDARDS
- PROVIDE SOIL TEST OF JOB SITE PRIOR TO BEGINNING WORK TO ANALYZE COMPACTION POSSIBLE CONTAMINANTS, STABILITY OF SOILS AND COMPOSITION.
- LANDSCAPE CONTRACTOR TO ACCEPT THE SITE AND ALL GRADING AT +/- 0.10'.
- CONTRACTOR SHALL SECURE ALL NECESSARY PERMITS BEFORE CONSTRUCTION.
- CONTRACTOR SHALL ADHERE TO ALL LOCAL, STATE, AND/OR FEDERAL LAWS PERTAINING TO THE PROJECT'S WORK.
- IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE ALL CONSTRUCTION ELEMENTS WITH OTHER TRADES PRIOR TO INSTALLATION AND BECOME FAMILIAR WITH THE LOCATIONS OF UNDERGROUND SERVICES AND IMPROVEMENTS.
- THE CONTRACTOR SHALL EXAMINE THE SITE AND FULLY DETERMINE THE CONDITIONS UNDER THIS CONTRACT. NO ALLOWANCE WILL BE MADE FOR FAILURE OF BIDDERS TO ASCERTAIN ALL ASPECTS OF THE PROJECT.
- PRIOR TO DIGGING, EXCAVATION, OR UNDERGROUND WORK, CONTRACTOR SHALL LOCATE AND PROTECT EXISTING UTILITIES AND SUBSURFACE SYSTEMS. CONTRACTOR SHALL ASSUME RESPONSIBILITY FOR REPAIR AND EXPENSES INCURRED TO UTILITIES THAT BECOME DAMAGED AS A RESULT OF HIS WORK.
- CONTRACTOR SHALL INSPECT WITH OWNER'S REPRESENTATIVE ALL PAVEMENT, SIDEWALK AND CURB DEFECTS PRIOR TO BEGINNING WORK. ALL HARDSCAPE TO BE RE-INSPECTED DURING FINAL WALK THRU. ANY DAMAGED AREAS TO BE REPAIRED AT CONTRACTOR'S EXPENSE.
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE QUANTITIES AND MATERIALS REQUIRED TO COMPLETE THE WORK IN ACCORDANCE WITH SYMBOLS SHOWN ON PLANS. QUANTITIES INDICATED ARE FOR REFERENCE ONLY.
- CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING GRADES AS ESTABLISHED BY THE PROJECT ENGINEER. RUNOFF AND DRAINAGE FLOWS SHALL NOT BE ALTERED OR IMPEDED.
- THE CONTRACTOR WILL FURNISH ALL LABOR, TOOLS, EQUIPMENT, MATERIALS, EMPLOYEE, AND SUBCONTRACTOR SUPERVISION FOR IT'S PORTION OF THE PROJECT TO IMPLEMENT PLANS AND SPECIFICATIONS.
- THE CONTRACTOR ASSUMES ALL RISKS IN THE PERFORMANCE OF THE WORK AND RE-RESPONSIBILITY FOR LOSS AND EXPENSE RESULTING FROM ON-SITE INJURY.
- THE CONTRACTOR IS RESPONSIBLE FOR SUPERVISION, SAFETY, ADMINISTRATION SCHEDULING, COORDINATION AND MANAGEMENT OF SUBCONTRACTORS.
- THE CONTRACTOR SHALL PROTECT ALL PERSONS NEAR OR ON THE PREMISES FROM UNREASONABLE RISK OF INJURY. PROVIDE WARNING SIGNS, LIGHTS, BARRICADES, RAILINGS, FLAG MEN OR OTHER NECESSARY SAFEGUARD.
- SOUTHWEST DREAMWORKS INSPECTIONS SHALL NOT BE DEEMED SUPERVISION OR CONTROL OF CONSTRUCTION BY CONTRACTOR OR SUBCONTRACTORS.
- ALL CONTRACTS SHALL BE WRITTEN DIRECTLY BETWEEN CONTRACTOR AND OWNER'S REPRESENTATIVE. SPECIFIC TERMS OF WORK SHALL BE NEGOTIATED DIRECTLY BETWEEN PARTIES. SOUTHWEST DREAMWORKS SHALL NOT BE RESPONSIBLE FOR DISCREPANCIES
- ALL SUBMITTALS MUST BE APPROVED BE FOR CONSTRUCTION BEGINS

IRRIGATION NOTES

- CONTRACTOR TO FIELD VERIFY DRAWINGS PRIOR TO ANY INSTALLATION OR ORDERING OF MATERIALS AND NOTIFY SOUTHWEST DREAMWORKS OF ANY DISCREPANCIES BETWEEN DRAWINGS AND SITE. IF CONTRACTOR FAILS TO NOTIFY SOUTHWEST DREAMWORKS, HE ASSUMES FULL RESPONSIBILITY FOR ANY NECESSARY ALTERATIONS TO THE SYSTEM.
- ALL MATERIALS USED SHALL BE INSTALLED AS PER PLAN AND AS PER MANUFACTURE'S SPECIFICATIONS. ALL DEVIATIONS FROM DRAWINGS OR MATERIALS USED SHALL BE APPROVED BY OWNER'S REPRESENTATIVE OR LANDSCAPE DESIGNER.
- IRRIGATION SYSTEM HAS BEEN DESIGNED FOR A STATIC WATER PRESSURE OF 70 PSI.
- CONTRACTOR TO FIELD VERIFY PRESSURE PRIOR TO ORDERING MATERIALS OR STARTING ANY IRRIGATION INSTALLATION AND NOTIFY CONSULT SOUTHWEST DREAMWORKS OF ANY DIFFERENCE FROM STATED PRESSURE. IF CONTRACTOR FAILS TO NOTIFY CONSULTANT HE ASSUMES FULL RESPONSIBILITY FOR ANY SYSTEM ALTERATIONS.
- CONTRACTOM WILL NOTIFY SOUTHWEST DREAMWORKS IF BOOSTER PUMP IS NEEDED
- 120 VOLT SERVICE BY ELECTRICAL CONTRACTOR. IRRIGATION CONTRACTOR RESPONSIBLE FOR POWER CONNECTION TO CONTROLLER.
- ALL CONTROL WIRES TO BE RED, ALL COMMON WIRES TO BE WHITE UNLESS NOTED ON PLANS. ONE SET OF CONTROLLER KEYS TO BE GIVEN TO OWNER.
- ALL 24 VOLT WIRE SHALL BE #14 UFL, DIRECT BURIAL, SOLID COPPER.
- IRRIGATION CONTRACTOR RESPONSIBLE FOR ALL LANDSCAPE SLEEVING. CONTRACTOR TO COORDINATE SLEEVING INSTALLATION OF CONCRETE FLATWORK AND PAVING. ALL SLEEVES TO BE EXTENDED AT LEAST 1' BEYOND CONCRETE STRUCTURES.
- ALL HARDSCAPE 5'-0" OR WIDER TO BE SLEEVED.
- CONTRACTOR SHALL INSTALL ALL PIPING AND WIRING UNDER PAVED AREAS IN SLEEVES AS SHOWN ON PLANS. ALL WIRE SHALL BE SLEEVED SEPARATELY FROM PIPING.
- IRRIGATION CONTRACTOR TO VERIFY EXISTING SLEEVES (SHOWN ON IRRIGATION PLAN) INSTALLED BY OTHER CONTRACTORS. COORDINATE INSTALLATION OF ADDITIONAL SLEEVES WITH GENERAL CONTRACTOR.
- ALL IRRIGATION EQUIPMENT TO BE LOCATED IN LANDSCAPED AREAS (SOME LINES AND EQUIPMENT ARE SCHEMATIC ONLY).
- LOCATE VALVE BOXES IN DECOMPOSED GRANITE NOT IN TURF, ADJACENT TO WALKWAYS AND CURBS WHENEVER POSSIBLE.
- ALL PLANTS REQUIRING MORE THAN ONE DRIP EMITTER SHALL HAVE EMITTERS DISTRIBUTED EVENLY AROUND EDGE OF ROOTBALL, WITHIN PLANT BASIN. UNLESS NOTED ON PLANS
- EMITTERS TO BE PLACED ON UP HILL SIDE OF PLANTS ON SLOPED PLANTING AREAS.
- PRIOR TO OWNER APPROVAL, CONTRACTOR SHALL COMPLETE THE FOLLOWING: ALL IRRIGATION HEADS TO BE ADJUSTED TO THE PROPER HEIGHT. ALL SPRAY HEADS TO BE FLUSHED OF DEBRIS AND FLOW CONTROLS ADJUSTED TO ACHIEVE PROPER COVERAGE. AVOID SPRAY ON ALL HARDSCAPE AND STRUCTURES.
- IRRIGATION CONTRACTOR SHALL PROVIDE 100% HEAD TO HEAD COVERAGE IN ALL TURF AREAS AT NO ADDITIONAL COST TO THE OWNER. FIELD ADJUST HEAD LOCATIONS AS REQUIRED. ACTUAL SITE CONDITIONS MAY VARY FROM DRAWINGS AND NECESSITATE ADJUSTMENT OF HEAD LAYOUT, AREA, NOZZLE OR QUANTITIES OF HEADS.
- CONTRACTOR SHALL ADJUST THE PERFORMANCE OF THE IRRIGATION SYSTEM FOR OPTIMUM PLANT GROWTH BASED ON ACTUAL SITE CONDITIONS, INCLUDING SOIL TYPES, SLOPE OR OTHER VARIABLES THAT MAY DEVIATE FROM PROJECT PLANS. CONTACT SOUTHWEST DREAMWORKS OF ANY DISCREPANCIES BETWEEN PROJECT PLANS AND ACTUAL SITE CONDITION PRIOR TO INSTALLATION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLETING THE INSTALLATION OF THE FULLY AUTOMATED IRRIGATION SYSTEM PRIOR TO STARTING PLANTING. IF THE IRRIGATION SYSTEM IS INTERRUPTED FOR ANY REASON THE CONTRACTOR SHALL BE RESPONSIBLE TO CONTINUE MANUAL WATERING OF ALL PLANT MATERIAL UNTIL THE IRRIGATION SYSTEM IS FULLY OPERATIVE.
- THE CONTRACTOR SHALL PROVIDE, INSTALL AND HAVE TESTED ALL CONNECTIONS 20. DOWN STREAM OF THE WATER METER AND BACKFLOW PREVENTER.
- THE CONTRACTOR SHALL PROVIDE AND INSTALL ALL PIPING NECESSARY TO PROVIDE A COMPLETE AND FULLY OPERATIONAL IRRIGATION SYSTEM INCLUDING ALL SUB-LATERAL PIPING TO EACH PLANT EMITTER AS SPECIFIED AND DETAILED WHETHER OR NOT PIPING IS SHOWN ON PLANS.
- REFER TO GENERAL CONSTRUCTION NOTES ON COVER SHEET FOR ADDITIONAL CONSIDERATIONS THAT RELATE TO SCOPE OF WORK WITHIN THIS SECTION. POSSIBLE ALL ELECTRIC CONTROL VALVES TO BE LOCATED IN SERIES ALONG THE MAIN WATERLINE. ALL VALVES WILL BE IN HEAVY DUTY PLASTIC VALVE BOXES W/LIDS RAISED TO FINISH GRADE. ALL ELECTRIC VALVES SHALL BE BELOW THE SURFACE MIN. 6".
- ALL SUBMITTALS MUST BE APPROVED BE FOR CONSTRUCTION BEGINS

LANDSCAPE NOTES

- LANDSCAPE AREAS ARE DEFINED AS ALL NON-PAVED AREAS DISTURBED BY THIS PHASE OF CONSTRUCTION. SLIGHT VARIATIONS MAY EXIST BETWEEN ON-SITE CONDITIONS AND DRAWINGS. CONTRACTOR SHALL ADJUST PLANTING LAYOUT ONLY AS REQUIRED TO MAINTAIN PLANT QUANTITIES AND DESIGN INTENT.
- THE OWNER'S REPRESENTATIVE IS TO APPROVE ANY AND ALL SUBSTITUTIONS.
- LOCATE PLANTS AWAY FROM OBSTACLES SUCH AS FIRE HYDRANTS, TRANSFORMERS, AND LIGHT FIXTURES.
- ALL PLANT MATERIAL SHALL MEET A.N.A. SPECIFICATIONS. THE LANDSCAPE DESIGNER OR HIS REPRESENTATIVE RESERVES THE RIGHT TO REFUSE ANY PLANT MATERIALS DEEMED UNACCEPTABLE.
- DOUBLE STAKE ALL SUPPLEMENTAL BOX TREES OUTSIDE ROOTBALL. SEE TREE STAKING DETAIL.
- TREES SHALL BE A MINIMUM OF 4' FROM CURB, SHRUBS SHALL BE 3' OR MORE AWAY FROM HARDSCAPE.
- PLANT LOCATIONS SHALL BE FLAGGED OR STAKED FOR REVIEW PRIOR TO STARTING IRRIGATION OR PLANTING EXCAVATION. MINOR RELOCATIONS SHALL BE MADE AT THIS TIME TO AVOID UNSUITABLE CONDITIONS.
- NATIVE GRANULAR SOILS SHALL BE FINE GRADED AS TOPDRESSING AND RAKED UNIFORMLY ALONG CURBS, WALKS AND WALLS.
- CONTRACTOR SHALL APPLY PRE-EMERGENT HERBICIDE (TREFLANS OR APPROVED EQUAL) IN ALL AREAS NOT CONTAINING BERMUDA GRASS, PER MANUFACTURERS RECOMMENDATION. CONTRACTOR SHALL NOTIFY ENGINEER PRIOR TO APPLICATION OF HERBICIDE.
- ALL PLANTING SHALL CONFORM TO THE HEIGHT REQUIREMENTS SPECIFIED FOR SIGHT VISIBILITY TRIANGLES. REFER TO C.O./ STANDARDS FOR SPECIFIED REQUIREMENTS. WHERE MULTIPLE JURISDICTION EXIST, THE MOST RESTRICTIVE SHALL APPLY.
- GRADE NOTED ON LANDSCAPE PLAN TO BE FIELD VERIFIED/APPROVED BY OWNER'S REPRESENTATIVE BEFORE LANDSCAPE BEGINS CONSTRUCTION.
- FEATHER AND BLEND GRADE BETWEEN CONSTRUCTION AND NATIVE AREAS FOR SMOOTH TRANSITION.
- REVIEW SALVAGE NATIVE PLANT MATERIAL INVENTORY PRIOR TO BEGINNING WORK TO VERIFY RESPONSIBILITY OF RELOCATION AND WARRANTY.
- SAGUARO SHALL BE PLANTED TO THEIR ORIGINAL SOLAR ORIENTATION WITH (2) DRIP EMITTERS (SEE DETAIL). SAGUARO SHALL BE PLANTED STRAIGHT AND DEEP ENOUGH TO REQUIRE NO BRACING. RETURN TAGS TO OWNER.
- NATIVE SALVAGED SAGUAROS SHALL BE PROTECTED FROM INJURY DURING TRANSPLANT AND SHALL BE WARRANTED FOR 6 MONTHS FROM FINAL ACCEPTANCE.
- REFER TO SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS NOT SHOWN ON DRAWINGS
- REFER TO GENERAL CONSTRUCTION NOTES BELOW FOR ADDITIONAL CONSIDERATIONS THAT RELATE TO SCOPE OF WORK WITHIN THIS SECTION.
- HYDROSEED GRASS FOR NORMAL APPLICATION WITH TACKIFIER AND PAPER MULCH. A BRYLION TYPE SEEDER MAY BE USED. SEED 3LBS/ 1,000 SQ. FT. OF HYBRID BERMUDA. IF PLANTING OCCURS BETWEEN OCTOBER 1, AND MAY 1, USE 15 POUNDS OF WINTER RYE SEED/ 1,000 SQ. FT. FOR FOR SMALLER AREAS HAND RAKE AND COVER WITH 1/2" MULCH USE A GOOD PRE PLANT FERTILIZER, (16-20-20)
- LANDSCAPE CONTRACTOR SHALL SUBMIT PHOTOS OF ALL TREES FOR APPROVAL BY LANDSCAPE DESIGNER PRIOR TO DELIVERY.

MAINTENANCE AND GUARANTEE

- LANDSCAPE CONTRACTOR SHALL NOTIFY LANDSCAPE DESIGNER OR OWNER'S REPRESENTATIVE FOUR (4) DAYS PRIOR TO COMPLETING IMPROVEMENTS IN ACCORDANCE WITH PLANS AND SPECIFICATIONS TO REQUEST AN INSPECTION FOR SUBSTANTIAL COMPLETION. LANDSCAPE DESIGNER OR OWNER'S REP. SHALL PREPARE PUNCHLIST OF ALL WORK REQUIRING CORRECTION. MAINTENANCE PERIOD TO BEGIN WHEN ALL PUNCHLIST ITEMS ARE CORRECTED.
- CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING LANDSCAPE AREA FOR 60 CALENDAR DAYS OR AS SPECIFIED BY CONTRACT. MAINTENANCE INCLUDES ADJUSTING WATER SCHEDULES, WEEDING, REMOVING DEBRIS FROM LANDSCAPE, RAKING, SPRAYING, FERTILIZING, TRIMMING, OR OTHER OPERATIONS ESSENTIAL FOR CARE, UPKEEP AND PROJECT APPEARANCE.
- CONTRACTOR SHALL NOTIFY OWNER A MINIMUM OF ONE (1) WEEK PRIOR TO MAINTENANCE PERIOD END TO RESOLVE ANY OUTSTANDING ISSUES. A FINAL INSPECTION SHALL OCCUR TO REVIEW THE PROJECT AND ISSUE A FINAL ACCEPTANCE. (PROVIDE 7 DAYS NOTICE).
- PLANTS NOT IN HEALTHY CONDITION THROUGHOUT THE WARRANTY PERIOD SHALL BE REMOVED AND REPLACED AT NO COST TO THE OWNER.
- PROVIDE ONE YEAR(FROM ACCEPTANCE DATE) WARRANTY FOR THE IRRIGATION SYSTEM.

1846 S. 8th AVENUE 928-329-0000 TEL
YUMA, AZ, 85364 928-247-4232 FAX
VnV@vegavvega.com



Retention Basin And Street

BELLEZA DEL DESIERTO
PHASE 2 SUBDIVISION

Notes:

Scale: N.T.S. Date:
Drawn: Job #:
Checked:

Sheet

L1.3



WHEN RECORDED MAIL TO:

**CITY OF SAN LUIS
ATTN: CITY CLERK
P.O. BOX 1170
SAN LUIS, ARIZONA 85349**

The above area is to be reserved for recording information

CAPTION HEADING:

ORDINANCE

Ordinance No. 398

Amending the official zoning map of the City of San Luis by changing the zoning classification of 18.44 acres from Light Industrial (L-I) to Medium Density Residential R1-6) for property located on the southeast corner of Avenue E ½ and County 24th Street.



Ordinance

NO. 398

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SAN LUIS BY CHANGING THE ZONING CLASSIFICATION OF 18.44 ACRES FROM LIGHT INDUSTRIAL (L-I) TO MEDIUM DENSITY RESIDENTIAL (R1-6) FOR PROPERTY LOCATED ON THE SOUTHEAST CORNER OF AVENUE E ½ AND COUNTY 24TH STREET; REPEALING ANY CONFLICTING PROVISIONS; AND PROVIDING FOR SEVERABILITY.

WHEREAS, the Mayor and City Council of the City of San Luis desire to amend the City of San Luis Official Zoning District Map (the "Zoning Map") pursuant to A.R.S. §9-462.04 to change the zoning classification for 18.44 acres of real property located on Assessor Parcel ID No. 227-15-024; as attached hereto as "Exhibit A" and

WHEREAS, the aforementioned change in zoning classification is consistent with the General Plan of the City of San Luis; and

WHEREAS, all due and proper notices of public hearings on the Zoning Map Amendment have been given and proper public hearings have been held, and a recommendation has been given regarding the Zoning Map Amendment by the Planning and Zoning Commission of the City of San Luis; and

WHEREAS, the Planning and Zoning Commission recommended approval of the zoning.

BE IT ORDAINED by the Mayor and Council of the City of San Luis, Arizona, as follows:

SECTION 1. That the above recitals are hereby incorporated as though fully set forth herein.

SECTION 2. That the Official Zoning Map of the City of San Luis is hereby amended by changing the zoning classification from Light Industrial (L-I) to Medium Density Residential (R1-6) of the property subject to the following conditions:

1. That any development of the property, or portion thereof, and/or the approval of any subdivision plat, be conditioned upon payment to the city the sum of \$260.00 per acre, or any portion of an acre, as a proportionate contribution for a traffic

signal at the intersection of County 24th Street and Avenue E. The city will initiate a regional circulation study in east San Luis within the next 12 months to establish the need for the traffic signals on Avenues F and E along County 24th Street. The study will provide an estimated time as to when the traffic signals will need to be installed

Property more fully described as:

A portion of Section 15, Township 11 South, Range 24 West of the Gila and Salt River Base and Meridian, Yuma County, Arizona. Also being Parcel B of Belleza Del Desierto Lot Split as Recorded in Book 31 Page 24 of Plat on the Records of Yuma County Recorder's Office.

SECTION 3. In the event of a conflict between the provisions of this ordinance and any other ordinance, resolution, regulation, or policy within the City of San Luis, the conflicting provisions are hereby repealed, superseded, and replaced, and the provisions of this ordinance shall govern.

SECTION 4. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance or said reference regulations.

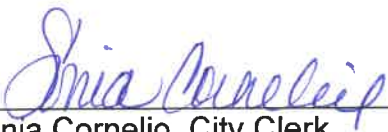
PASSED AND ADOPTED by the Mayor and Council of the City of San Luis,

Arizona, this 13th day of May, 2020.




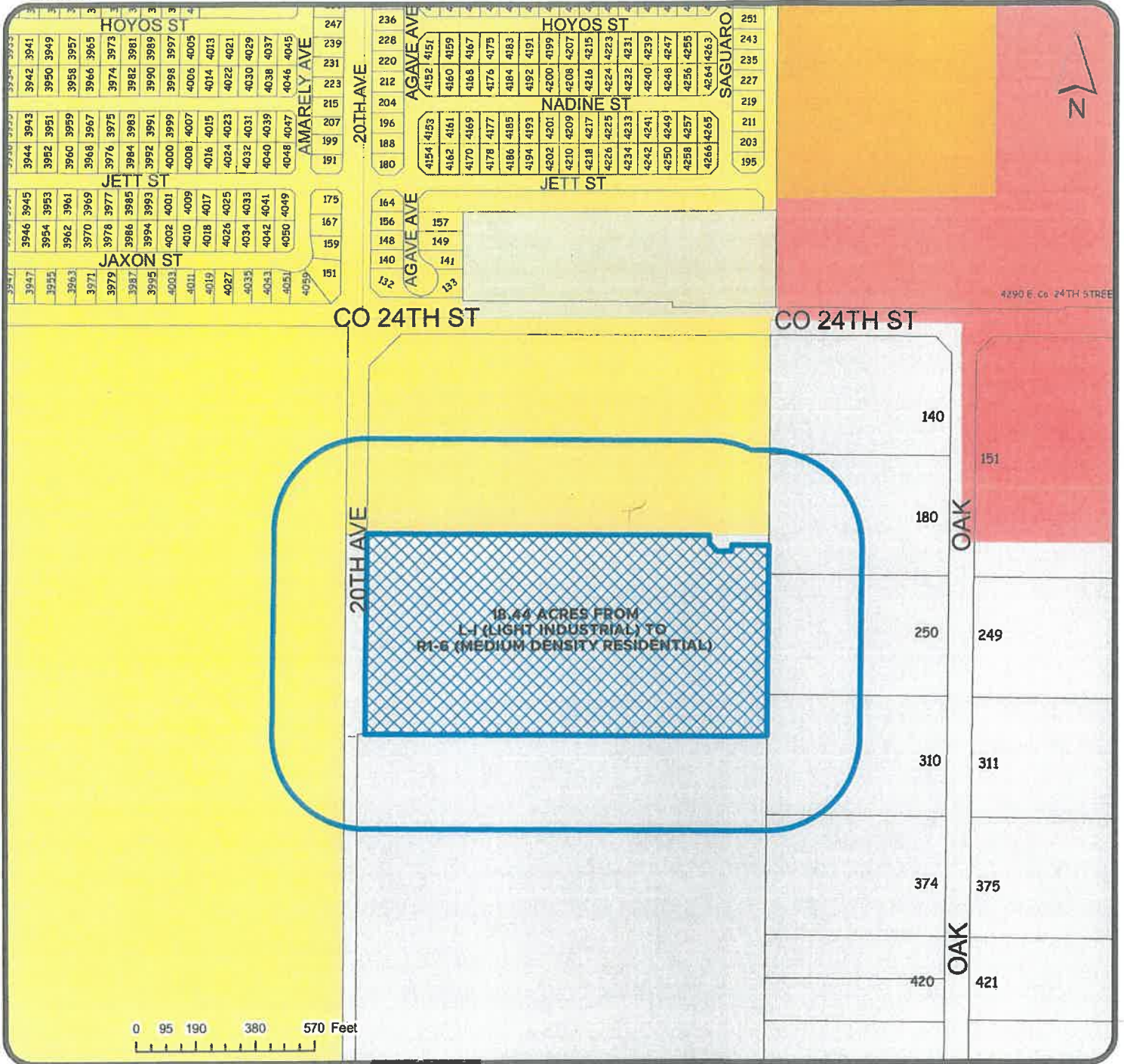
Gerardo Sanchez, Mayor

ATTEST:


Sonia Cornelio, City Clerk

APPROVED AS TO FORM:


Kay Marion Macuil, City Attorney



LOCATION MAP

REZONING

LOCATION OF SUBJECT PROPERTY

PID: 22715024

300FT NOTIFICATION AREA

ZONING

- MULTIPLE RESIDENCE ZONING DISTRICTS
M-2
- M-3
- COMMERCIAL ZONING DISTRICTS
C-2
- SINGLE RESIDENCE ZONING DISTRICTS
R1-B

CASE#
2020-068

DATE:

2/11/2020

PLANNING & ZONING



GIS

CREATED BY:

ISAAC GUTIERREZ

CHECKED BY:

ROMAN PACHECO

CREATED BY:

JOSE A. GUZMAN



March 30, 2021

SUBDIVISION CASE NUMBER: 2021-0181F

CASE SUMMARY: A request by Vega & Vega Engineer, PLC, on behalf of Sam Group Investments co, owner, for the final plat approval for Belleza Del Desierto Phase 2 Subdivision. This subdivision will contain 87 lots and 1 track, approximately 18.44 acres in size. The lots ranging in size from 6,025 square feet to 13,086 square feet. The property is located at the southeast corner of the intersection of 20th Avenue and San Antonio Street, PID # 227-15-024, San Luis, Arizona.

PUBLIC MEETING: May 11, 2021

COMMENTS DUE: April 12, 2021

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.

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. 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.

Date:

3/31/21

Agency:

Yuma County Airport Authority

Phone:

928-726-5882

Return to: P&Z@sanluisaz.gov



March 30, 2021

SUBDIVISION CASE NUMBER: 2021-0181F

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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:

04/06/21

Agency:

The City of San Luis Fire Department

Phone:

928/341-8550

Return to: P&Z@sanluisaz.gov



PLANNING & ZONING AGENDA ITEM REVIEW FORM

Planning & Zoning Commission Meeting

5. B.

Meeting Date: 05/11/2021

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. 2021-0307P. A request by Edais Engineering, Inc, on behalf of the owner, for the preliminary plat approval for Palencia Hills Subdivision. The property is located north of County 22nd Street and alignment of Quintero Avenue.

A. Staff presentation

B. Action on Subdivision Case No. 2021-0307P

BACKGROUND:

This item is a request by Edais Engineering, Inc., on behalf of Riedel Holdings LLC, owner and Salmos 127 1 LLC, future owner, for the approval of the preliminary plat for Palencia Hills Subdivision. 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 Medium Density Residential (MDR) in the City of San Luis 2020 General Plan. The activities proposed will be consistent with and conforms to the designation (Page 2-9). The MDR Land Use designation allows detached single family residential density range up to one dwelling unit per acre.

ANALYSIS:

A development agreement for this project has been approved by City Council by Resolution No. 2146. The conditions of the development agreement are in Article 2. Special Provisions for Infrastructure and are listed as follows:

- 2.1 The Owner shall have a traffic study conducted at the Owner's expense in accordance with said Public Works Standards of the City of San Luis and shall construct or provide for the construction and/or development of all improvements required by the said study as a condition for issuance of any permit authorizing construction or development. Improvements shall also comply with the City's Ordinance No. 390.
- 2.2 Owner agrees to provide off-site drainage. Water retention/detention areas may be counted towards the 2% Open Space required by the Zoning Regulations (Chapter 152 Table No. 2). The required 2% for Las Quintas 3 Subdivision is 0.2104 acres.
- 2.3 Owner agrees to provide a 10" water line and fire hydrants at least every 240 feet. And provide a 54-foot right-of-way for Quintero Avenue, as shown in Exhibit 2.
- 2.4 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.
- 2.5 Grading and erosion control shall comply with the 2003 International Building Code Appendix J

standards for all aspects of the development, including developing lots and building houses or other buildings. The Owner shall provide a system for effective future maintenance of all improvements needed or necessary to maintain grading and erosion control after development of the subdivision. Such future maintenance shall include, but shall not be limited to and as an example only, placing common improvements such as retaining walls in common areas and establishing a homeowner's association to maintain same.

- 2.6 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.
- 2.7 Owner agrees to obtain ownership of necessary right-of-way for improvements.
- 2.8 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.
- 2.9 Offset from a collector street should be set at a safe distance for construction of required turn lanes and safe turning movements.
- 2.10 The terms of this Agreement are in addition to City codes, rules, fees and regulations that are applicable to this action.

AMENDMENT REQUEST:

The applicant submitted a request to amend the conditions on the development agreement. Since the rezoning was conditioned on the development agreement, the rezoning processed was done as a regular process to give the opportunity to the public to comment or ask questions regarding this request. The rezoning request (Rezoning Case No. 2020-0474B) will be presented to City Council during the same meeting of the new proposed development agreement with the amended conditions. If the development agreement is approved, then the rezoning will be presented for approval. If both items get approved by City Council we will proceed with the final plat of this subdivision and present it to City Council for approval.

The owner request is to change the following conditions:

- 2.4 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.
- This condition was proposed by staff in order to create pedestrian connectivity, however owner mentioned that this request is not feasible for the number of lots to be constructed and the cost it requires. This recommendation from staff is not a requirement of our regulations. The regulations require owner to improve half of the street directly in front of the subdivision.

Since the layout of the subdivision changed and now is proposed to be a gated community, staff is proposing the following changes:

- The Development Agreement was approved based on a layout with 10 lots, the new proposal is 19 lots. The plat is part of the agreement as "Exhibit 2: Conceptual Plan" and will be updated with the new conceptual plan.
- The name for the future subdivision was changed from "Las Quintas de San Luis 3" to "Palencia Hills" and agreement needs to be change appropriately.
- The applicant must provide to the City any documentation regarding the Home Owners Association including but not limited to Declaration of Covenants, Conditions and Restrictions(CC&Rs), the articles of incorporation, the bylaws, and the rules and regulations. The applicant must provide an acceptable mechanism to generate funds necessary to maintain any private streets, landscape, retention, common areas and amenities associated with the development including the landscape in the adjacent public right-of-way. The applicant agrees to submit a petition to create any applicable improvement district, dedicate easements to the City, and make changes to the plat as deem necessary by the City. If applicant is not in agreement with any requirement or administrative

interpretation, then the appeal process shall be followed in accordance with City Code Section 152.045.

SUMMARY:

The applicant has provided the information and materials necessary for review of the preliminary plat for Palencia Hills Subdivision.

Staff recommends approval of the preliminary plat with the condition that the applicant addresses review comments on letter dated May 10, 2021.

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 WITH THE CONDITION THAT APPLICANT ADDRESSES REVIEW COMMENTS ON LETTER DATED MAY 10, 2021 .

Attachments

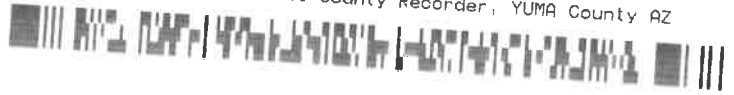
Resolution No. 2146

Location Map

Preliminary Plat

Review Comments Letter dated May 10, 2021

2020-35006 RESOLUTION
11/16/2020 04:19:38 PM Pages: 15 Fees: \$15.00
Requested By: CSL (RECORDING & COPIES)
Recorded By: cromero
Robyn Stallworth Piquette County Recorder, YUMA County AZ



WHEN RECORDED MAIL TO:

**CITY OF SAN LUIS
ATTN: CITY CLERK
P.O. BOX 1170
SAN LUIS, ARIZONA 85349**

The above area is to be reserved for recording information

CAPTION HEADING:

RESOLUTION

Resolution No. 2146

Approving Las Quintas De San Luis 3 Development Agreement between the City of San Luis and Riedel Holdings.



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

NO. 2146

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. AND REPEALING RESOLUTION NO. 2058.

WHEREAS, on October 10, 2018, the City of San Luis passed Resolution No. 2058 approving a development agreement with Riedel Holdings, L.L.C. the for Las Quintas de San Luis 3 subdivision project to be located in San Luis, Arizona; and

WHEREAS, two years later on October 13, 2020, the City of San Luis Planning Commission recommended approval of a zone change from R1-6 to R1-20 triggering a need for a new Development Agreement; and

WHEREAS, the City of San Luis and Nieves Riedel, Riedel Holdings, L.L.C.; Owner, desire to enter into a new development agreement for Las Quintas de San Luis 3 subdivision project; 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 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 Resolution No. 2058 is hereby repealed;

SECTION 2. 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 R1-20 passing;

SECTION 3. That the development agreement proposed by city staff is a condition upon rezoning to R1-20 if the rezoning passes.

PASSED AND ADOPTED by the Mayor and City Council of the City of San Luis, Arizona, this 10th day of November 2020.

APPROVED:



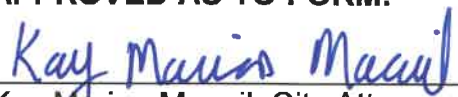
Gerardo Sanchez, Mayor

ATTEST:



Sonia Cornelio, City Clerk

APPROVED AS TO FORM:



Kay Marion Macuil, City Attorney

LAS QUINTAS DE SAN LUIS 3 DEVELOPMENT AGREEMENT

Rezoning Case Number 2020-0474

THIS DEVELOPMENT AGREEMENT (the “**Agreement**”) is entered into as of this 10th day of November 2020 (“**Effective Date**”) by and between the City of San Luis, an Arizona municipal corporation (the “**City**”), and Nieves Riedel, Riedel Holdings, L.L.C. a limited liability corporation organized under the laws of Arizona, (the “**Owner**”). The City and the Owner may be referred to singularly as the “**Party**” and collectively as the “**Parties.**”

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 of the East Main Canal is more specifically described herein; and

C. WHEREAS, the Owner has requested rezoning of the Property from Medium Density Residential (R-12) to Medium Density Residential (R1-20); and

D. WHEREAS, the City’s governing body has authorized execution of this Agreement by Resolution No. 2146.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

DEFINITIONS

The following terms shall have the meanings set forth below whenever used in this Agreement, except where the context clearly indicates otherwise:

Agreement shall mean this development agreement.

City shall mean and refer to the City of San Luis, an Arizona municipal corporation, and any successor public body or entity.

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 Agreement.

Owner shall mean and refer to Nieves Riedel, Riedel Holdings, L.L.C., and any successor in ownership.

Property as used in this Agreement shall mean and refer to all of the real Property, which is legally described in Exhibit 1.

ARTICLE 1. DEVELOPMENT PLAN

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

1.2. 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 non-breaching Party shall have their respective remedies set forth in Section 5.3 of this Agreement.

1.3. 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 under 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 2. SPECIAL PROVISIONS FOR INFRASTRUCTURE

2.1 The Owner shall have a traffic study conducted at the Owner’s expense in accordance with said Public Works Standards of the City of San Luis and shall construct or provide for the construction and/or development of all improvements required by the said study as a condition for issuance of any permit authorizing construction or development. Improvements shall also comply with the City’s Ordinance No. 390.

2.2 Owner agrees to provide off-site drainage. Water retention/detention areas may be counted towards the 2% Open Space required by the Zoning Regulations (Chapter 152 Table No. 2). The required 2% for Las Quintas 3 Subdivision is 0.2104 acres.

2.3 Owner agrees to provide a 10” water line and fire hydrants at least every 240 feet. And provide a 54-foot right-of-way for Quintero Avenue, as shown in Exhibit 2.

2.4 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.

2.5 Grading and erosion control shall comply with the 2003 International Building Code Appendix J standards for all aspects of the development, including developing lots and building houses or other buildings. The Owner shall provide a system for effective

future maintenance of all improvements needed or necessary to maintain grading and erosion control after development of the subdivision. Such future maintenance shall include, but shall not be limited to and as an example only, placing common improvements such as retaining walls in common areas and establishing a homeowner's association to maintain same.

2.6 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.

2.7 Owner agrees to obtain ownership of necessary right-of-way for improvements.

2.8 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.

2.9 Offset from a collector street should be set at a safe distance for construction of required turn lanes and safe turning movements.

2.10 The terms of this Agreement are in addition to City codes, rules, fees and regulations that are applicable to this action.

ARTICLE 3. INDEMNIFICATION

3.1. Owner agrees to defend, indemnify, and hold harmless City, its officers, officials, and employees ("**Indemnified Group**") from and against claims, damages, losses, and expenses of any nature whatsoever (including but not limited to reasonable attorney fees, financial 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.

3.2. 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.

3.3. 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.

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

ARTICLE 4. SUB AGREEMENTS

4.1. 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 Agreement, this Agreement or the Amended Agreement (as the case may be) shall govern and control.

ARTICLE 5. MEDIATION AND DEFAULT

5.1. 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.

5.2. 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

P.O. Box 1170
1090 E. Union Street
San Luis, Arizona 85349

If to the Owner: Nieves Riedel, Riedel Holdings, L.L.C.
P.O. Box 1649
1950 Cesar Chavez Blvd, Suite G
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.

7.2. 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.

7.3. 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.

7.4. 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.

7.5. 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 1 Legal Description of Property

Exhibit 2 Conceptual Plan

7.6. 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.

7.7. 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.

7.8. 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.

7.9. 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.

7.10. 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.

7.11. 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.

7.12. 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.

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

7.14. 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.

7.15. Employment Eligibility, E-Verify

1. The Owner warrants his compliance with all federal immigration laws and regulations that relate to its employees and its compliance with A.R.S. § 23-214, subsection A.
2. A breach of a warranty under paragraph 1 shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of the contract.

3. That the City retains the legal right to inspect the papers of any contractor or subcontractor employee who work on the Agreement to ensure that the contractor or subcontractor is complying with the warranty under paragraph 1.

7.16. Boycott. Owner certifies, to the extent permitted by law, that it does not participate in, and agrees not to participate in during the term of this Agreement a boycott of Israel under A.R.S. § 35-393.01.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

City of San Luis, Arizona

[Signature]
Gerardo Sanchez, Mayor

ATTEST:

[Signature]
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

[Signature]
Kay Marion Macuil, City Attorney

Riedel Holdings, L.L.C.

Signature

[Signature]
Print Name Nieves Riedel

Title owner / president

STATE OF ARIZONA)
) ss.
County of Yuma)

The foregoing instrument was acknowledged before me this 17 day of November, 2020, by Nieves Riedel on behalf of Riedel Holding, L.L.C.

[Signature]
Notary Public

My Commission Expires: June 17, 2023

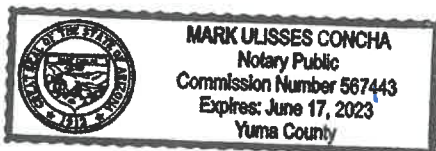


Exhibit 1

Legal Description of Property

Development Agreement Las Quintas de San Luis 3

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 2

Conceptual Plan

Development Agreement Las Quintas de San Luis 3

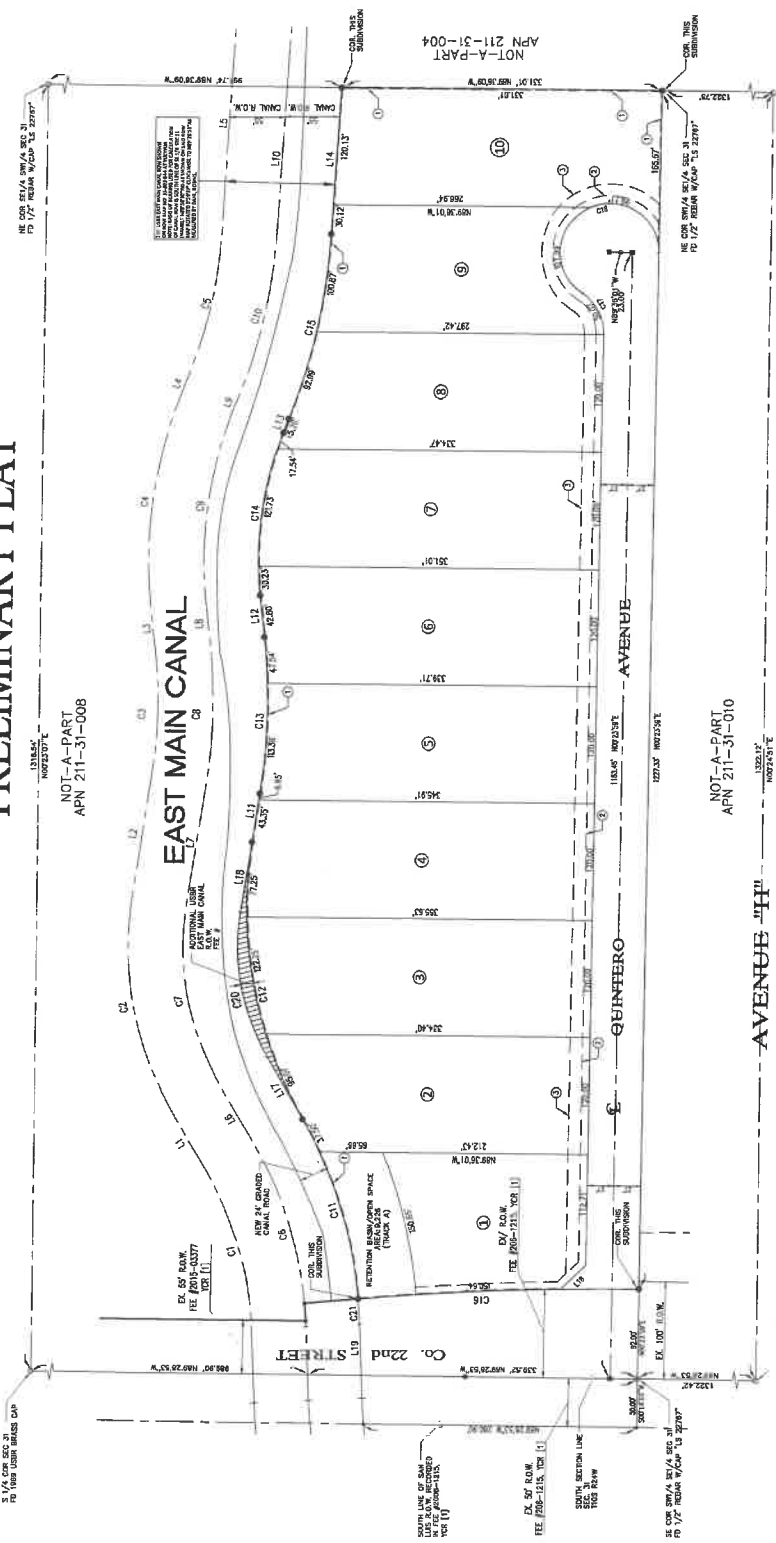
Exhibit 2

LAS QUINTAS DE SAN LUIS 3 SUBDIVISION

A SUBDIVISION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER LYING EAST OF THE EAST MAIN CANAL AND BEING PARCEL B OF THE BARKLEY LOT SPLIT No.1 AS RECORDED IN BOOK 27 OF PLATS, PAGE 66, Y.C.R., BEING A PORTION OF GOVERNMENT LOT 2, ALSO BEING A PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, TOGETHER IN SECTION 31, TOWNSHIP 10 SOUTH, RANGE 24 WEST, GILA AND SALT RIVER BASE AND MERIDIAN, YUMA COUNTY, ARIZONA

DATE: MAY 2020 ACREAGE - 10.51 AC
PRELIMINARY PLAT

NOT-A-PART
 APN 211-31-008



DEDICATION

I, THE UNDERSIGNED, THE SURVEYOR, HEREBY CERTIFY THAT THE SUBDIVISION SHOWN HEREON WAS MADE UNDER MY DIRECTORSHIP DURING APRIL OF 2020, AND THAT THE SURVEY WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEYING REGULATIONS OF THE CITY OF SAN LUIS, ARIZONA.

ACKNOWLEDGMENT

STATE OF ARIZONA }
 COUNTY OF YUMA }
 I, THE SURVEYOR, HEREBY CERTIFY THAT THE SUBDIVISION SHOWN HEREON WAS MADE UNDER MY DIRECTORSHIP DURING APRIL OF 2020, AND THAT THE SURVEY WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEYING REGULATIONS OF THE CITY OF SAN LUIS, ARIZONA.

APPROVED

DATE: _____
 CITY ENGINEER

SUBDIVIDER/OWNER

REDEL HOLDINGS, L.L.C.
 SAN LUIS, ARIZONA 85349

BASIS OF BEARING

THE SOUTH LINE OF THE SITE OF SECTION 6, T11S, R24W, MERIDIAN 12, BEING A PORTION OF PLAT No. 17 CORNER DE BEARING AS RECORDED IN BOOK 11 OF PLATS, PAGES 81-83, Y.C.R.

RESTRICTIVE COVENANTS

ALL RESTRICTIVE COVENANTS SHALL BE AS SHOWN ON THE PLAT.

APPROVED

DATE: _____
 CITY ENGINEER

BY: NEXES GARCIA, SURVEYOR

REDEL HOLDINGS, L.L.C.

DATE: _____

DATE: _____

DATE: _____

DATE: _____

DATE: _____

PREPARED BY:



SHEET 1 OF 1

OFFICE OF YUMA COUNTY RECORDER

BOOK _____ OF PLATS _____
 PAGE _____

SCALE: 1" = 60'

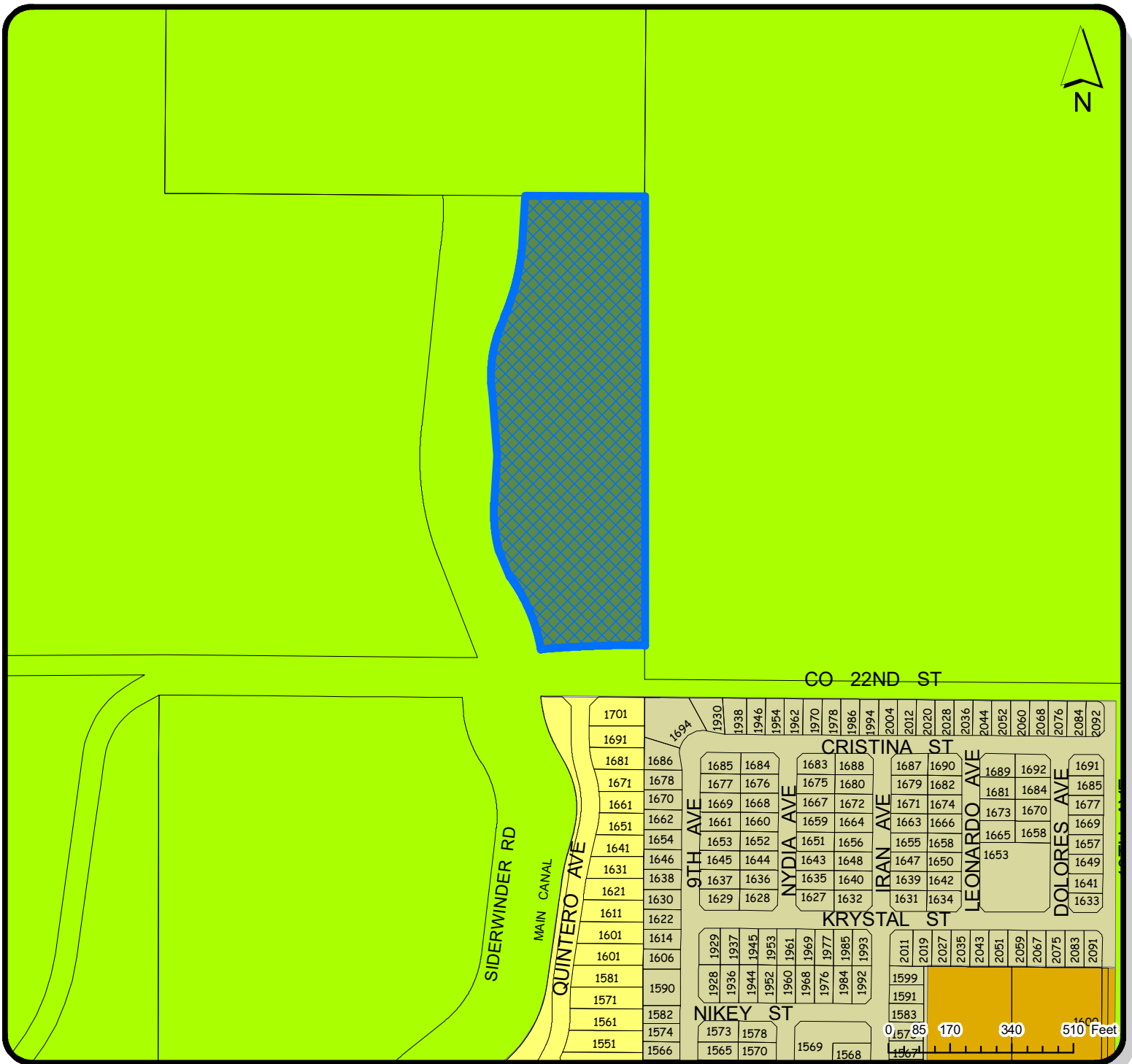
KEYNOTES:
 ① REF. TO NEAREST ADJACENT LOT
 ② REF. TO CITY LOT
 ③ REF. TO FRONT YUMA CANAL

LEGEND:
 --- CENTERLINE
 --- BOUNDARY LINE
 --- RIGHT OF WAY LINE
 --- EXISTING LOTS
 --- NEW PROPERTY LINE

LOT AREAS:
 Parcel # Area
 1 7620.59
 2 37020.15
 3 41743.41
 4 42333.72
 5 62098.84
 6 41428.21
 7 41543.75
 8 27719.85
 9 33094.18
 10 42345.91



LINE DATA:
 Line # Length Direction Dist. # Length Direction
 L1 730.00 162.45 30.29° L11 50.00 162.15 21.24°
 L2 120.00 162.15 21.24° L12 42.00 162.26 30.29°
 L3 42.00 162.26 30.29° L13 15.00 162.55 21.24°
 L4 15.00 162.55 21.24° L14 100.25 162.15 21.24°
 L5 34.50 162.47 30.29° L15 34.50 162.31 07.74°
 L6 73.00 162.47 30.29° L16 20.00 162.26 30.29°
 L7 123.00 162.15 21.24° L17 70.00 162.47 30.29°
 L8 42.00 162.26 30.29° L18 20.00 162.47 30.29°
 L9 15.00 162.55 21.24° L19 53.50 162.30 30.74°
 L10 142.50 162.15 21.24° L20 53.50 162.30 30.74°

CURB DATA:
 Curve # Length Radius Delta Delta/Station Length Station Offset
 C1 166.68 292.50 27.667° 0.617° C10 136.881 233.700 17.817° 0.615
 C2 227.452 292.500 27.667° 0.617° C11 184.171 463.500 17.717° 0.615
 C3 132.778 292.500 27.667° 0.617° C12 244.245 444.500 18.070° 0.615
 C4 227.574 292.500 27.667° 0.617° C13 100.834 430.700 18.070° 0.615
 C5 158.897 292.500 27.667° 0.617° C14 184.484 463.500 17.717° 0.615
 C6 191.541 292.500 27.667° 0.617° C15 184.484 463.500 17.717° 0.615
 C7 144.847 292.500 27.667° 0.617° C16 200.000 200.000 07.212° 0.615
 C8 166.680 292.500 27.667° 0.617° C17 50.000 50.000 37.100° 0.615
 C9 166.680 292.500 27.667° 0.617° C18 307.110 50.000 37.100° 0.615







LOCATION MAP

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 #
2021-0307P

DATE:
8/6/2020

PLANNING & ZONING



GIS

CREATED BY:
ISAAC GUTIERREZ

CHECKED BY:
ROMAN PACHECO

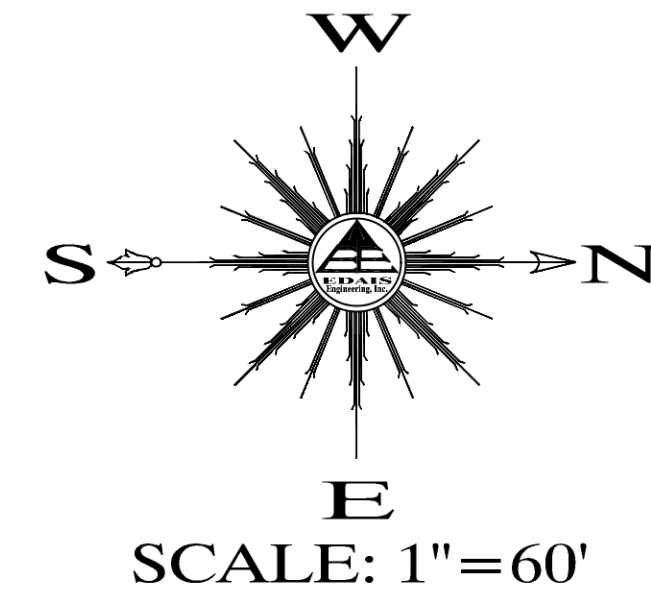
APPROVED BY:
JOSE A. GUZMAN

PALENCIA HILLS SUBDIVISION

OFFICE OF YUMA COUNTY RECORDER

A SUBDIVISION OF PARCEL B OF THE BARKLEY LOT SPLIT No.1 AS RECORDED IN BOOK 27 OF PLATS, PAGE 66, Y.C.R. ALSO BEING A PORTION OF THE SOUTH HALF OF SECTION 31, TOWNSHIP 10 SOUTH, RANGE 24 WEST, GILA AND SALT RIVER BASE AND MERIDIAN, YUMA COUNTY, ARIZONA

DATE: MAY 2020 ACREAGE - 10.51 AC
PRELIMINARY PLAT



BOOK _____ OF PLATS,
PAGE _____

KEYNOTES

- ① NEW 1' NON-ACCESS EASEMENT
- ② NEW 8' UTILITY & C&TY EASEMENT
- ③ NEW 20' FRONT YARD SETBACK LINE
- ④ NEW 5' DRAINAGE EASEMENT LINE

TRACT AREAS

TRACT "A"	21,395.53 SF
-----------	--------------

LEGEND

- CENTERLINE
- BOUNDARY LINE
- RIGHT OF WAY LINE
- EXISTING LOTS
- NEW PROPERTY LINE

LOT AREAS

LOT	AREA(SF)	LOT	AREA(SF)
1	20019.04	10	20000.94
2	20009.34	11	20000.73
3	20043.38	12	20048.58
4	20062.13	13	20673.15
5	20026.57	14	20063.40
6	20029.15	15	20085.71
7	20031.51	16	20626.62
8	20071.65	17	20706.69
9	22165.88	18	20104.83

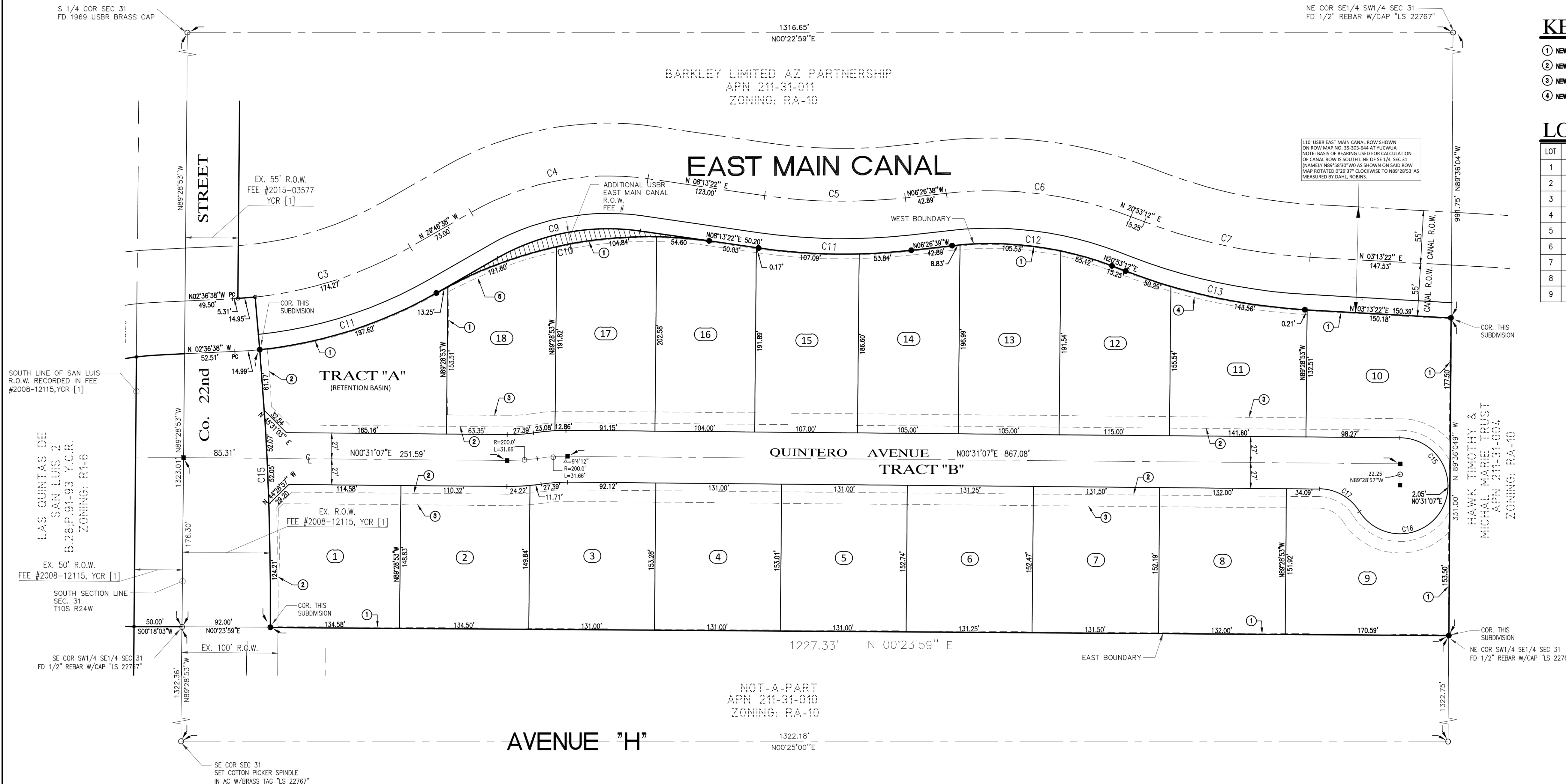
- FOUND MONUMENT (TYPE AS SHOWN)
- NEW STREET MONUMENT AS PER YUMA COUNTY STD. No. 4-080
- NEW SUBDIVISION BOUNDARY MONUMENT PER YUMA COUNTY STD. No. 4-030 DATA REFER TO BARKLEY LOT SPLIT No. 1 AS RECORDED IN BOOK 27 OF PLATS, PAGE 66. Y.C.R.O., YUMA COUNTY, ARIZONA.
- B.C. INDICATES BRASS CAP
- H.H. INDICATE HAND HOLE
- ① NEW LOT NUMBER
- APN ASSESSOR PARCEL NUMBER
- Y.C.R.O. YUMA COUNTY RECORDER'S OFFICE

OPEN SPACE CALCULATION

TOTAL AREA = 10.47 ACRES (456,108 SF)
OPEN SPACE REQUIRED = 2% (9,122 SF)
OPEN SPACE PROVIDED = 21,273 SF
= 21,273 SF > 9,122 SF ** OK

CURVE DATA

Curve #	Length	Radius	Delta	Curve #	Length	Radius	Delta
C1	80.71	50.00	92°29'28"	C12	169.47	355.29	27°19'51"
C2	126.49	50.00	144°56'42"	C13	193.91	628.65	17°39'50"
C3	194.53	410.28	27°10'00"	C14	16220.61	465.28	27°10'00"
C4	190.91	287.87	37°59'48"	C15	193.854	628.700	5°26'20"
C5	146.85	537.67	14°40'00"	C16			
C6	195.71	410.29	27°19'52"	C17			
C7	176.85	573.65	17°39'50"	C18			
C8	50.02	50.00	57°18'59"	C19			
C9	154.43	232.87	37°59'48"	C20			
C10	294.48	444.05	37°59'49"	C21			
C11	160.93	628.67	14°40'00"				



DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT SALMOS 127 1 LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER HAS THIS THE ____ DAY OF _____ 2021, CAUSED A PORTION OF THE SW1/4 OF THE SE1/4 OF SECTION 31, TOWNSHIP 10 SOUTH, RANGE 24 WEST, G.&S.R.B.&M., YUMA COUNTY, ARIZONA, AS PLATTED HEREON, TO BE SUBDIVIDED INTO LOTS, TRACTS & STREETS UNDER THE NAME OF "PALENCIA HILLS SUBDIVISION" AND HEREBY DECLARES THAT THE ACCOMPANYING PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS AND STREETS, CONSTITUTING SAID "PALENCIA HILLS SUBDIVISION" AND THAT EACH LOT SHALL BE KNOWN BY THE NUMBER, THE TRACTS BY THE LETTER AND THE STREET BY THE NAME GIVEN EACH RESPECTIVELY ON SAID PLAT;

AND SALMOS 127 1 LLC, AS OWNER, RESERVE THE USE OF TRACT "A" AND "B" FOR THE COMMON USAGE BY RESIDENTS OF "PALENCIA HILLS SUBDIVISION", THE EASEMENTS AND TRACT "B" ARE DEDICATED FOR THE PURPOSES SHOWN OR NOTES HEREON ARE SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED CONCURRENTLY HEREWITH.

IN WITNESS WHEREOF: SALMOS 127 1 LLC, HAS CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE SIGNATURE OF JOSE PALENCIA, AS MEMBER, THEREUNTO DULY AUTHORIZED ON THIS THE ____ DAY OF _____ 2021.

BY: _____
JOSE PALENCIA, MEMBER
SALMOS 127 1 LLC.

ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS
COUNTY OF YUMA)

ON THIS THE ____ DAY OF _____, 2021 BEFORE ME, THE UNDERSIGNED OFFICER PERSONALLY APPEARED, NIDES GARCIA RIEDEL, WHO ACKNOWLEDGED HERSELF TO BE MEMBER OF RIEDEL HOLDINGS, 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: _____

NOTES:

1. TRACT "B" WHICH INCLUDES THE INTERIOR STREET OF THIS SUBDIVISION NAMED QUINTERO AVENUE, IS AN DESIGNATED AS A PRIVATE STREET AND EASEMENTS FOR PUBLIC UTILITIES AND CABLE TELEVISION, WATER, SEWER, EMERGENCY VEHICLE ACCESS AND REFUSE COLLECTION. TRACT "B" SHALL ALSO BE RESERVED FOR THE COMMON USAGE BY THE RESIDENTS OF PALENCIA HILLS SUBDIVISION.

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 _____

DIRECTOR OF PLANNING & ZONING _____ DATE _____

CITY ENGINEER _____ DATE _____

CITY PUBLIC WORKS DIRECTOR _____ DATE _____

SUBDIVIDER/OWNER

SALMOS 127 1 LLC.
P.O. BOX 2754
SAN LUIS, ARIZONA 85349
(928) 345-8646
PARCEL NUMBER: 211-31-012
CURRENT ZONING: R1-20

BASIS OF BEARING

THE SOUTH LINE OF THE SW1/4 OF SECTION 6, T11S, R24W NAMEDLY N 89°40'11" W AS SHOWN ON STATE PLAT No. 17 COMITE DE BIENESTAR AS RECORDED IN BOOK 11 OF PLATS, PAGES 66-68, YCR.

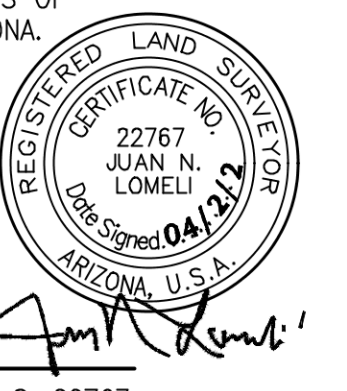
RESTRICTIVE COVENANTS

HAVE BEEN RECORDED CONCURRENTLY AND ARE A PART OF THIS PLAT.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE SUBDIVISION SHOWN HEREON WAS MADE UNDER MY DIRECTION DURING APRIL OF 2020, AND THAT THIS SUBDIVISION CONFORMS TO ALL REGULATIONS AND REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY OF SAN LUIS, ARIZONA.

JUAN N. LOMELI
R.L.S. 22767



PREPARED BY:

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



City of San Luis

Planning and Zoning Department

Development Services · GIS · Building Safety · Code Enforcement

May 10, 2021

Salmos 127 1 LLC
PO Box 2754
San Luis, AZ 85349

Re: Subdivision Case No. 2021-0307P /Palencia Hills Subdivision- Preliminary Plat

City staff has reviewed the preliminary plat for Palencia Hills Subdivision and have the following comments:

City Engineer:

Plat

1. Identify Tract B (Quintero Avenue) as a privately maintained street. Address maintenance in HOA documents.
2. While Quintero Avenue may be intended to be a privately maintained street, there will still be City of San Luis Water and Sewer Lines within it – provide a water and sewer easement for these lines and their services.
3. Key Note 4 is shown as a drainage easement. The easement appears to be need to be privately maintained (as it is within the perimeter wall of the subdivision.) Identify it as such on the plat, address its dedication in the Dedication statement, and address maintenance in the HOA documents.
4. There is a Key Note 5 on lot 18 – should this be a Key Note 4?
5. Identify or remove the solid line shown about 20 feet just west of the west boundary of the subdivision.
6. Revise the Dedication to include setback for water meters, fire hydrants and street lights (see for example the Santa Cecilia 4 plat.)
7. If Tract A and Tract B are to be private facilities, dedicate them to the HOA in the dedication.
8. Provide CC&R's and Title Report.

Improvement Plans:

Sheet 1

1. Street is shown as a one-way sloped roadway (Detail L2.1.) Provide crowned street.
2. Provide vertical curve design criteria to ensure sight distance requirements are met (for example K values per Yuma County Standards Volume 1, Table 3.9 or similar.)
3. Backyard slopes will need to be addressed in CC&R's (similar to La Quinta 2.)



City of San Luis

Planning and Zoning Department

Development Services · GIS · Building Safety · Code Enforcement

4. Provide grading details for back of sidewalk to right-of-way line for County 22nd St. adjacent to Lot 1. Provide landscaping for this area.
5. Retention basin called out as 3.5 feet deep but grades have only a 2.8' differential (high water elevation of 109.30 would have water flowing out of basin into County 22nd St.)
6. Will streetlights be private (paid for by HOA) or City of San Luis street lights?

Sheet 3

1. Manholes shall be constructed of polymer concrete.

Water and Sewer Report –

1. Provide pressure loss calculations for the water line.

Drainage Report –

1. Provide street flow calculations. Calculated street flows are listed in a table on page 7 but another table is needed to show how these were calculated (values appear different than appear to be calculated per values given in the write-up.)
2. Provide calculations for the 2' drainage channel.

Public Works Department:

Plat

- Callout 5 on plat appears to be a misprint. It points to drainage easement.
- Sight triangle to be a minimum of 25'x25'. Visibility should be verified per City of San Luis Standards.
- Include 1' non-access easement along County 22nd St and adjoining visibility triangle.
- It appears that there is an extra word in the "Notes" paragraph.
- Add language below to the plat as applicable.

RESTRICTIONS RECORDED CONCURRENTLY HERewith. A THREE-FOOT NON-CONSTRUCTION AND NO OBSTRUCTION EASEMENT FROM THE FURTHEST PROJECTION ON ALL SIDES OF ALL FIRE HYDRANTS; A 12-INCH NON-CONSTRUCTION AND NO OBSTRUCTION EASEMENT AROUND ALL WATER METERS AND A 24-INCH NON-CONSTRUCTION AND NO OBSTRUCTION EASEMENT AROUND STREETLIGHTS IS HEREBY GRANTED.

Improvement Plans

- General comment: Designer to meet City of San Luis Standards and get approval in writing for deviations in his design.
- Provide cross section detail of west end of subdivision to better show what is happening in the proposed drainage easement.



City of San Luis

Planning and Zoning Department

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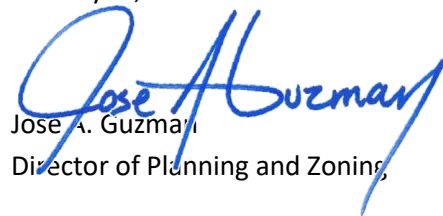
Planning and Zoning Department:

1. Under ACKNOWLEDGMENT the owner is refer as Riedel Holdings, L.L.C.
2. Applicant must submit signed petitions for the creation of Improvement Districts as per Subdivision Regulations §3.17-5 to §3.17-7
3. As per City Code Section 152.297(A)(1) and as per Resolution No. 2058, required landscaping for a subdivision development shall include... the adjacent public right-of-way as required in Section 152.298 of the City Code. Landscape plans for the adjacent right-of-way shall be submitted in accordance with City Code Section 152.300.
4. Comply with all requirements of Resolution No. 2058 – Las Quintas de San Luis 3 Development Agreement.
5. The applicant must provide to the City any documentation regarding the Home Owners Association including but not limited to Declaration of Covenants, Conditions and Restrictions (CC&Rs), the articles of incorporation, the bylaws, and the rules and regulations. The applicant must provide an acceptable mechanism to generate funds necessary to maintain any private streets, landscape, retention, common areas and amenities associated with the development including the landscape in the adjacent public right-of-way. The applicant agrees to submit a petition to create any applicable improvement district, dedicate easements to the City, and make changes to the plat as deem necessary by the City.

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 comments 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.

If you have any questions on these comments, please contact the Planning and Zoning Department at 928-341-8563.

Thank you,



Jose A. Guzman
Director of Planning and Zoning



PLANNING & ZONING AGENDA ITEM REVIEW FORM

Planning & Zoning Commission Meeting

5. C.

Meeting Date: 05/11/2021

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. 2021-0308F. A request by Edais Engineering, Inc, on behalf of the owner, for the final plat approval for Palencia Hills Subdivision. The property is located north of County 22 Street and alignment of Quintero Avenue.

A. Staff presentation

B. Action on Subdivision Case No. 2021-0308F

BACKGROUND:

This item is a request by Edais Engineering, Inc., on behalf of Riedel Holdings LLC, owner and Salmos 127 1 LLC, future owner, for the approval of the final plat for Palencia Hills Subdivision. 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 Medium Density Residential (MDR) in the City of San Luis 2020 General Plan. The activities proposed will be consistent with and conforms to the designation (Page 2-9). The MDR Land Use designation allows detached single family residential density range up to one dwelling unit per acre.

ANALYSIS:

A development agreement for this project has been approved by City Council by Resolution No. 2146. The conditions of the development agreement are in Article 2. Special Provisions for Infrastructure and are listed as follows:

- 2.1 The Owner shall have a traffic study conducted at the Owner's expense in accordance with said Public Works Standards of the City of San Luis and shall construct or provide for the construction and/or development of all improvements required by the said study as a condition for issuance of any permit authorizing construction or development. Improvements shall also comply with the City's Ordinance No. 390.
- 2.2 Owner agrees to provide off-site drainage. Water retention/detention areas may be counted towards the 2% Open Space required by the Zoning Regulations (Chapter 152 Table No. 2). The required 2% for Las Quintas 3 Subdivision is 0.2104 acres.
- 2.3 Owner agrees to provide a 10" water line and fire hydrants at least every 240 feet. And provide a 54-foot right-of-way for Quintero Avenue, as shown in Exhibit 2.
- 2.4 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.
- 2.5 Grading and erosion control shall comply with the 2003 International Building Code Appendix J standards for all aspects of the development, including developing lots and building houses or other

buildings. The Owner shall provide a system for effective future maintenance of all improvements needed or necessary to maintain grading and erosion control after development of the subdivision. Such future maintenance shall include, but shall not be limited to and as an example only, placing common improvements such as retaining walls in common areas and establishing a homeowner's association to maintain same.

- 2.6 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.
- 2.7 Owner agrees to obtain ownership of necessary right-of-way for improvements.
- 2.8 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.
- 2.9 Offset from a collector street should be set at a safe distance for construction of required turn lanes and safe turning movements.
- 2.10 The terms of this Agreement are in addition to City codes, rules, fees and regulations that are applicable to this action.

AMENDMENT REQUEST:

The applicant submitted a request to amend the conditions on the development agreement. Since the rezoning was conditioned on the development agreement, the rezoning processed was done as a regular process to give the opportunity to the public to comment or ask questions regarding this request. This rezoning request (Rezoning Case No. 2020-0474B) will be presented to City Council during the same meeting of the new proposed development agreement with the amended conditions. If the development agreement is approved, then the rezoning will be presented for approval. If both items get approved by City Council we will proceed with the final plat of this subdivision and present it to City Council for approval.

The owner request is to change the following conditions:

- 2.4 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.
- This condition was proposed by staff in order to create pedestrian connectivity, however owner mentioned that this request is not feasible for the number of lots to be constructed and the cost it requires. This recommendation from staff is not a requirement of our regulations. The regulations require owner to improve half of the street directly in front of the subdivision.

Since the layout of the subdivision changed and now is proposed to be a gated community, staff is proposing the following changes:

- The Development Agreement was approved based on a layout with 10 lots, the new proposal is 19 lots. The plat is part of the agreement as "Exhibit 2: Conceptual Plan" and will be updated with the new conceptual plan.
- The name for the future subdivision was changed from "Las Quintas de San Luis 3" to "Palencia Hills" and agreement needs to be change appropriately.
- The applicant must provide to the City any documentation regarding the Home Owners Association including but not limited to Declaration of Covenants, Conditions and Restrictions(CC&Rs), the articles of incorporation, the bylaws, and the rules and regulations. The applicant must provide an acceptable mechanism to generate funds necessary to maintain any private streets, landscape, retention, common areas and amenities associated with the development including the landscape in the adjacent public right-of-way. The applicant agrees to submit a petition to create any applicable improvement district, dedicate easements to the City, and make changes to the plat as deem necessary by the City. If applicant is not in agreement with any requirement or administrative interpretation, then the appeal process shall be followed in accordance with City Code Section

152.045.

SUMMARY:

The applicant has provided the information and materials necessary for review of the final plat for Palencia Hills Subdivision.

Staff recommends approval of the final plat with the condition that the applicant negotiates the development agreement with City Council and any deviation from existing agreement is approved by City Council. And if the conditions of the agreement are changed, staff recommends including the following conditions:

- The Development Agreement was approved based on a layout with 10 lots, the new proposal is 19 lots. The plat is part of the agreement as "Exhibit 2: Conceptual Plan" and will be updated with the new conceptual plan.
- The name for the future subdivision was changed from "Las Quintas de San Luis 3" to "Palencia Hills" and agreement needs to be change appropriately.
- The applicant must provide to the City any documentation regarding the Home Owners Association including but not limited to Declaration of Covenants, Conditions and Restrictions(CC&Rs), the articles of incorporation, the bylaws, and the rules and regulations. The applicant must provide an acceptable mechanism to generate funds necessary to maintain any private streets, landscape, retention, common areas and amenities associated with the development including the landscape in the adjacent public right-of-way. The applicant agrees to submit a petition to create any applicable improvement district, dedicate easements to the City, and make changes to the plat as deem necessary by the City. If applicant is not in agreement with any requirement or administrative interpretation, then the appeal process shall be followed in accordance with City Code Section 152.045.

RECOMMENDED MOTION:

I MOVE TO FORWARD SUBDIVISION CASE NO. 2021-0308F TO CITY COUNCIL WITH RECOMMENDATION OF APPROVAL WITH THE CONDITION THAT ANY CHANGE OF THE EXISTING DEVELOPMENT AGREEMENT IS APPROVED BY CITY COUNCIL AND INCLUDES THE CONDITIONS PROPOSED BY STAFF.

Attachments

Review Comments Letter dated May 10, 2021

Resolution No. 2146

Location Map

Aerial Picture

Final Plat



City of San Luis

Planning and Zoning Department

Development Services · GIS · Building Safety · Code Enforcement

May 10, 2021

Salmos 127 1 LLC
PO Box 2754
San Luis, AZ 85349

Re: Subdivision Case No. 2021-0308F /Palencia Hills Subdivision- Final Plat

City staff has reviewed the final plat for Palencia Hills Subdivision and have the following comments:

City Engineer:

Plat

1. Identify Tract B (Quintero Avenue) as a privately maintained street. Address maintenance in HOA documents.
2. While Quintero Avenue may be intended to be a privately maintained street, there will still be City of San Luis Water and Sewer Lines within it – provide a water and sewer easement for these lines and their services.
3. Key Note 4 is shown as a drainage easement. The easement appears to be need to be privately maintained (as it is within the perimeter wall of the subdivision.) Identify it as such on the plat, address its dedication in the Dedication statement, and address maintenance in the HOA documents.
4. There is a Key Note 5 on lot 18 – should this be a Key Note 4?
5. Identify or remove the solid line shown about 20 feet just west of the west boundary of the subdivision.
6. Revise the Dedication to include setback for water meters, fire hydrants and street lights (see for example the Santa Cecilia 4 plat.)
7. If Tract A and Tract B are to be private facilities, dedicate them to the HOA in the dedication.
8. Provide CC&R's and Title Report.

Improvement Plans:

Sheet 1

1. Street is shown as a one-way sloped roadway (Detail L2.1.) Provide crowned street.
2. Provide vertical curve design criteria to ensure sight distance requirements are met (for example K values per Yuma County Standards Volume 1, Table 3.9 or similar.)
3. Backyard slopes will need to be addressed in CC&R's (similar to La Quinta 2.)



City of San Luis

Planning and Zoning Department

Development Services · GIS · Building Safety · Code Enforcement

4. Provide grading details for back of sidewalk to right-of-way line for County 22nd St. adjacent to Lot 1. Provide landscaping for this area.
5. Retention basin called out as 3.5 feet deep but grades have only a 2.8' differential (high water elevation of 109.30 would have water flowing out of basin into County 22nd St.)
6. Will streetlights be private (paid for by HOA) or City of San Luis street lights?

Sheet 3

1. Manholes shall be constructed of polymer concrete.

Water and Sewer Report –

1. Provide pressure loss calculations for the water line.

Drainage Report –

1. Provide street flow calculations. Calculated street flows are listed in a table on page 7 but another table is needed to show how these were calculated (values appear different than appear to be calculated per values given in the write-up.)
2. Provide calculations for the 2' drainage channel.

Public Works Department:

Plat

- Callout 5 on plat appears to be a misprint. It points to drainage easement.
- Sight triangle to be a minimum of 25'x25'. Visibility should be verified per City of San Luis Standards.
- Include 1' non-access easement along County 22nd St and adjoining visibility triangle.
- It appears that there is an extra word in the "Notes" paragraph.
- Add language below to the plat as applicable.

RESTRICTIONS RECORDED CONCURRENTLY HEREWITH. A THREE-FOOT NON-CONSTRUCTION AND NO OBSTRUCTION EASEMENT FROM THE FURTHEST PROJECTION ON ALL SIDES OF ALL FIRE HYDRANTS; A 12-INCH NON-CONSTRUCTION AND NO OBSTRUCTION EASEMENT AROUND ALL WATER METERS AND A 24-INCH NON-CONSTRUCTION AND NO OBSTRUCTION EASEMENT AROUND STREETLIGHTS IS HEREBY GRANTED.

Improvement Plans

- General comment: Designer to meet City of San Luis Standards and get approval in writing for deviations in his design.
- Provide cross section detail of west end of subdivision to better show what is happening in the proposed drainage easement.



City of San Luis

Planning and Zoning Department

Development Services · GIS · Building Safety · Code Enforcement

Planning and Zoning Department:

1. Under ACKNOWLEDGMENT the owner is refer as Riedel Holdings, L.L.C.
2. Applicant must submit signed petitions for the creation of Improvement Districts as per Subdivision Regulations §3.17-5 to §3.17-7
3. As per City Code Section 152.297(A)(1) and as per Resolution No. 2058, required landscaping for a subdivision development shall include... the adjacent public right-of-way as required in Section 152.298 of the City Code. Landscape plans for the adjacent right-of-way shall be submitted in accordance with City Code Section 152.300.
4. Comply with all requirements of Resolution No. 2058 – Las Quintas de San Luis 3 Development Agreement.
5. Fence height must comply with the height requirements within the front and street side setbacks as per City Code §152.219.
6. The applicant must provide to the City any documentation regarding the Home Owners Association including but not limited to Declaration of Covenants, Conditions and Restrictions (CC&Rs), the articles of incorporation, the bylaws, and the rules and regulations. The applicant must provide an acceptable mechanism to generate funds necessary to maintain any private streets, landscape, retention, common areas and amenities associated with the development including the landscape in the adjacent public right-of-way. The applicant agrees to submit a petition to create any applicable improvement district, dedicate easements to the City, and make changes to the plat as deem necessary by the City.

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 comments 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.

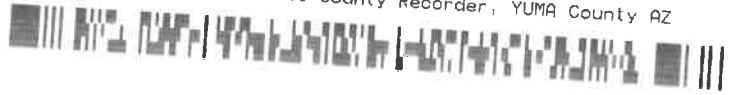
If you have any questions on these comments, please contact the Planning and Zoning Department at 928-341-8563.

Thank you,



Jose A. Guzman
Director of Planning and Zoning

2020-35006 RESOLUTION
11/16/2020 04:19:38 PM Pages: 15 Fees: \$15.00
Requested By: CSL (RECORDING & COPIES)
Recorded By: cromero
Robyn Stallworth Piquette County Recorder, YUMA County AZ



WHEN RECORDED MAIL TO:

**CITY OF SAN LUIS
ATTN: CITY CLERK
P.O. BOX 1170
SAN LUIS, ARIZONA 85349**

The above area is to be reserved for recording information

CAPTION HEADING:

RESOLUTION

Resolution No. 2146

Approving Las Quintas De San Luis 3 Development Agreement between the City of San Luis and Riedel Holdings.



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

NO. 2146

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. AND REPEALING RESOLUTION NO. 2058.

WHEREAS, on October 10, 2018, the City of San Luis passed Resolution No. 2058 approving a development agreement with Riedel Holdings, L.L.C. the for Las Quintas de San Luis 3 subdivision project to be located in San Luis, Arizona; and

WHEREAS, two years later on October 13, 2020, the City of San Luis Planning Commission recommended approval of a zone change from R1-6 to R1-20 triggering a need for a new Development Agreement; and

WHEREAS, the City of San Luis and Nieves Riedel, Riedel Holdings, L.L.C.; Owner, desire to enter into a new development agreement for Las Quintas de San Luis 3 subdivision project; 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 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 Resolution No. 2058 is hereby repealed;

SECTION 2. 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 R1-20 passing;

SECTION 3. That the development agreement proposed by city staff is a condition upon rezoning to R1-20 if the rezoning passes.

PASSED AND ADOPTED by the Mayor and City Council of the City of San Luis, Arizona, this 10th day of November 2020.

APPROVED:



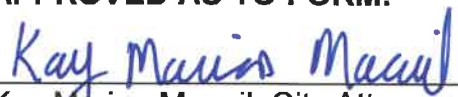
Gerardo Sanchez, Mayor

ATTEST:



Sonia Cornelio, City Clerk

APPROVED AS TO FORM:



Kay Marion Macuil, City Attorney

LAS QUINTAS DE SAN LUIS 3 DEVELOPMENT AGREEMENT

Rezoning Case Number 2020-0474

10th THIS DEVELOPMENT AGREEMENT (the “Agreement”) is entered into as of this day of November 2020 (“Effective Date”) by and between the City of San Luis, an Arizona municipal corporation (the “City”), and Nieves Riedel, Riedel Holdings, L.L.C. a limited liability corporation organized under the laws of Arizona, (the “Owner”). The City and the Owner may be referred to singularly as the “Party” and collectively as the “Parties.”

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 of the East Main Canal is more specifically described herein; and

C. WHEREAS, the Owner has requested rezoning of the Property from Medium Density Residential (R-12) to Medium Density Residential (R1-20); and

D. WHEREAS, the City’s governing body has authorized execution of this Agreement by Resolution No. 2146.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

DEFINITIONS

The following terms shall have the meanings set forth below whenever used in this Agreement, except where the context clearly indicates otherwise:

Agreement shall mean this development agreement.

City shall mean and refer to the City of San Luis, an Arizona municipal corporation, and any successor public body or entity.

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 Agreement.

Owner shall mean and refer to Nieves Riedel, Riedel Holdings, L.L.C., and any successor in ownership.

Property as used in this Agreement shall mean and refer to all of the real Property, which is legally described in Exhibit 1.

ARTICLE 1. DEVELOPMENT PLAN

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

1.2. 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 non-breaching Party shall have their respective remedies set forth in Section 5.3 of this Agreement.

1.3. 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 under 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 2. SPECIAL PROVISIONS FOR INFRASTRUCTURE

2.1 The Owner shall have a traffic study conducted at the Owner’s expense in accordance with said Public Works Standards of the City of San Luis and shall construct or provide for the construction and/or development of all improvements required by the said study as a condition for issuance of any permit authorizing construction or development. Improvements shall also comply with the City’s Ordinance No. 390.

2.2 Owner agrees to provide off-site drainage. Water retention/detention areas may be counted towards the 2% Open Space required by the Zoning Regulations (Chapter 152 Table No. 2). The required 2% for Las Quintas 3 Subdivision is 0.2104 acres.

2.3 Owner agrees to provide a 10” water line and fire hydrants at least every 240 feet. And provide a 54-foot right-of-way for Quintero Avenue, as shown in Exhibit 2.

2.4 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.

2.5 Grading and erosion control shall comply with the 2003 International Building Code Appendix J standards for all aspects of the development, including developing lots and building houses or other buildings. The Owner shall provide a system for effective

future maintenance of all improvements needed or necessary to maintain grading and erosion control after development of the subdivision. Such future maintenance shall include, but shall not be limited to and as an example only, placing common improvements such as retaining walls in common areas and establishing a homeowner's association to maintain same.

2.6 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.

2.7 Owner agrees to obtain ownership of necessary right-of-way for improvements.

2.8 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.

2.9 Offset from a collector street should be set at a safe distance for construction of required turn lanes and safe turning movements.

2.10 The terms of this Agreement are in addition to City codes, rules, fees and regulations that are applicable to this action.

ARTICLE 3. INDEMNIFICATION

3.1. Owner agrees to defend, indemnify, and hold harmless City, its officers, officials, and employees ("**Indemnified Group**") from and against claims, damages, losses, and expenses of any nature whatsoever (including but not limited to reasonable attorney fees, financial 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.

3.2. 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.

3.3. 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.

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

ARTICLE 4. SUB AGREEMENTS

4.1. 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 Agreement, this Agreement or the Amended Agreement (as the case may be) shall govern and control.

ARTICLE 5. MEDIATION AND DEFAULT

5.1. 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.

5.2. 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

P.O. Box 1170
1090 E. Union Street
San Luis, Arizona 85349

If to the Owner: Nieves Riedel, Riedel Holdings, L.L.C.
P.O. Box 1649
1950 Cesar Chavez Blvd, Suite G
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.

7.2. 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.

7.3. 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.

7.4. 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.

7.5. 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 1 Legal Description of Property

Exhibit 2 Conceptual Plan

7.6. 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.

7.7. 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.

7.8. 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.

7.9. 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.

7.10. 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.

7.11. 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.

7.12. 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.

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

7.14. 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.

7.15. Employment Eligibility, E-Verify

1. The Owner warrants his compliance with all federal immigration laws and regulations that relate to its employees and its compliance with A.R.S. § 23-214, subsection A.
2. A breach of a warranty under paragraph 1 shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of the contract.

3. That the City retains the legal right to inspect the papers of any contractor or subcontractor employee who work on the Agreement to ensure that the contractor or subcontractor is complying with the warranty under paragraph 1.

7.16. Boycott. Owner certifies, to the extent permitted by law, that it does not participate in, and agrees not to participate in during the term of this Agreement a boycott of Israel under A.R.S. § 35-393.01.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

City of San Luis, Arizona

[Signature]
Gerardo Sanchez, Mayor

ATTEST:

[Signature]
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

[Signature]
Kay Marion Macuil, City Attorney

Riedel Holdings, L.L.C.

Signature

[Signature]
Print Name Nieves Riedel

Title owner / president

STATE OF ARIZONA)
) ss.
County of Yuma)

The foregoing instrument was acknowledged before me this 17 day of November, 2020, by Nieves Riedel on behalf of Riedel Holding, L.L.C.

[Signature]
Notary Public

My Commission Expires: June 17, 2023

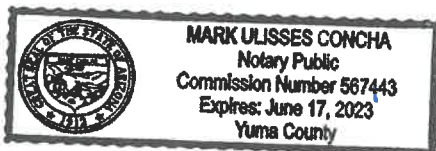


Exhibit 1

Legal Description of Property

Development Agreement Las Quintas de San Luis 3

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 2

Conceptual Plan

Development Agreement Las Quintas de San Luis 3

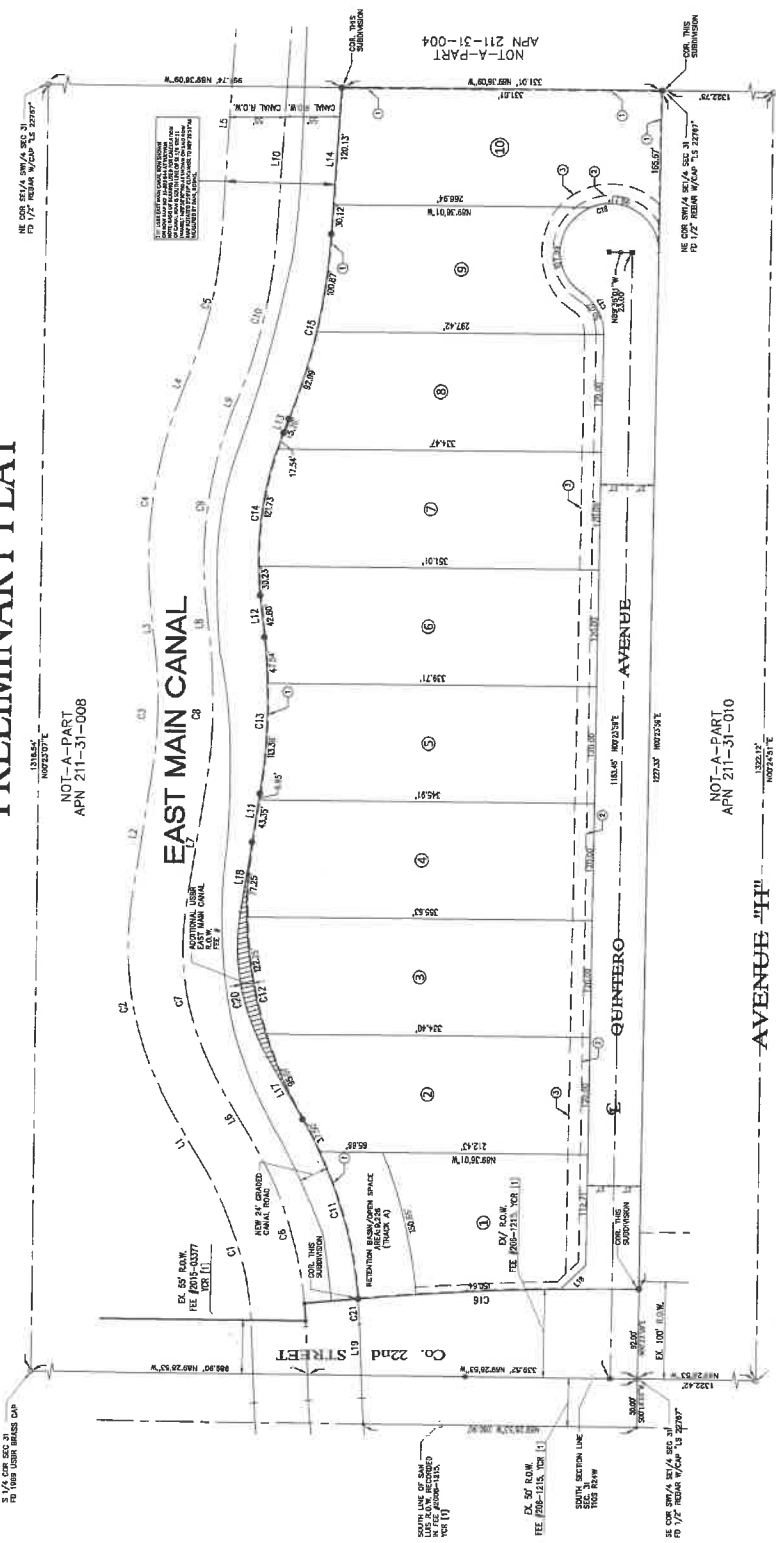
Exhibit 2

LAS QUINTAS DE SAN LUIS 3 SUBDIVISION

A SUBDIVISION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER LYING EAST OF THE EAST MAIN CANAL AND BEING PARCEL B OF THE BARKLEY LOT SPLIT No.1 AS RECORDED IN BOOK 27 OF PLATS, PAGE 66, Y.C.R., BEING A PORTION OF GOVERNMENT LOT 2, ALSO BEING A PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, TOGETHER IN SECTION 31, TOWNSHIP 10 SOUTH, RANGE 24 WEST, GILA AND SALT RIVER BASE AND MERIDIAN, YUMA COUNTY, ARIZONA

DATE: MAY 2020 ACREAGE - 10.51 AC
PRELIMINARY PLAT

NOT-A-PART
 APN 211-31-008



DEDICATION

I, THE UNDERSIGNED, THE SURVEYOR, HEREBY CERTIFY THAT THE SUBDIVISION SHOWN HEREON WAS MADE UNDER MY DIRECTORSHIP IN ACCORDANCE WITH THE PROVISIONS OF THE SURVEYING REGULATIONS OF THE CITY OF SAN LUIS, ARIZONA.

ACKNOWLEDGMENT

STATE OF ARIZONA }
 COUNTY OF YUMA }
 I, THE SURVEYOR, HEREBY CERTIFY THAT THE SUBDIVISION SHOWN HEREON WAS MADE UNDER MY DIRECTORSHIP IN ACCORDANCE WITH THE PROVISIONS OF THE SURVEYING REGULATIONS OF THE CITY OF SAN LUIS, ARIZONA.

APPROVED

DATE: _____
 CITY ENGINEER

SUBDIVIDER/OWNER

REDEL HOLDINGS, L.L.C.
 SAN LUIS, ARIZONA 85349

BASIS OF BEARING

THE SOUTH LINE OF THE SITE OF SECTION 6, T11S, R24W OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YUMA COUNTY, ARIZONA, AS RECORDED IN BOOK 11 OF PLATS, PAGES 81-83, Y.C.R.

RESTRICTIVE COVENANTS

ALL RESTRICTIVE COVENANTS SHALL BE AS SHOWN ON THE PLAT.

OFFICE OF YUMA COUNTY RECORDER

BOOK _____ OF PLATS
 PAGE _____

KEYNOTES

- ① REF. F. HAZARDOUS LOCATION
- ② REF. F. UTILITY & CITY LOCATION
- ③ REF. F. FRONT YARD SETBACK LOC.

LEGEND

- CENTERLINE
- BOUNDARY LINE
- RIGHT OF WAY LINE
- EXISTING LOTS
- NEW PROPERTY LINE

LOT AREAS

Parcel #	Area
1	7628.59
2	37020.15
3	41743.41
4	42333.72
5	62698.84
6	41428.23
7	41543.75
8	27719.85
9	33094.18
10	42345.91

LINE DATA

Line #	Length	Bearing	Area	Remarks	
L1	73.00	N67° 45' 30.78" W	L1	50.00	REF. F. 21.74%
L2	120.00	N67° 15' 21.24" E	L2	42.00	REF. F. 30.29%
L3	42.00	N67° 25' 36.79" E	L3	15.49	REF. F. 37.14%
L4	15.26	N67° 33' 21.24" E	L4	10.23	REF. F. 67.17%
L5	24.16	N67° 17' 21.24" E	L5	24.98	REF. F. 103.74%
L6	73.00	N67° 45' 30.78" W	L6	20.20	REF. F. 27.67%
L7	120.00	N67° 15' 21.24" E	L7	20.00	REF. F. 16.67%
L8	15.26	N67° 33' 21.24" E	L8	11.53	REF. F. 75.74%
L9	120.00	N67° 15' 21.24" E	L9	11.53	REF. F. 9.61%
L10	120.00	N67° 15' 21.24" E	L10	11.53	REF. F. 9.61%

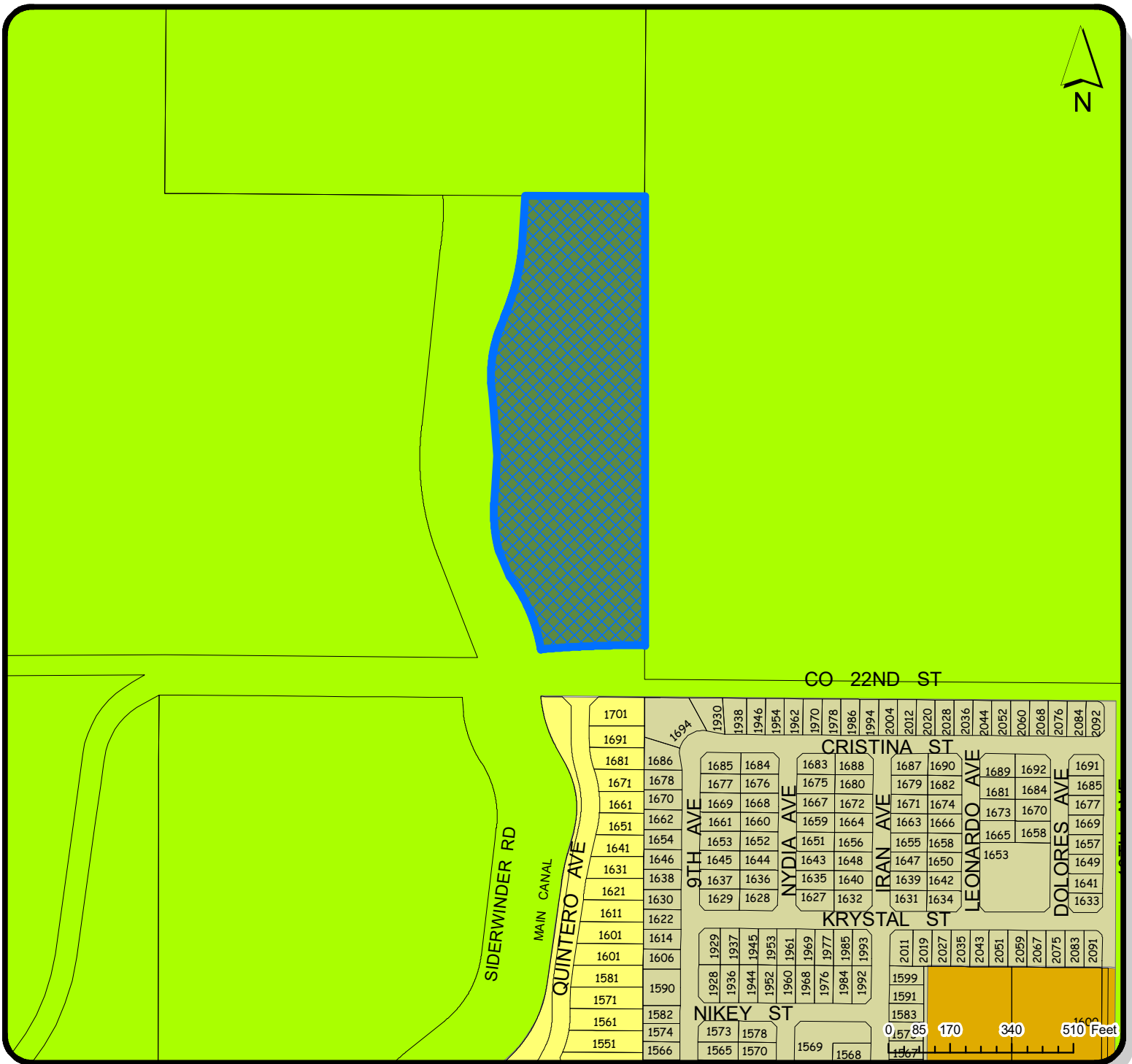
CURB DATA

Curve #	Length	Radius	Delta	Chord	Tangent	Area	Height
C1	166.68	292.50	27° 06' 57"	161.87	131.10	1311.00	161.87
C2	227.62	292.50	36° 00' 00"	181.75	171.11	1711.11	181.75
C3	132.78	181.75	14° 05' 07"	121.11	111.11	1111.11	121.11
C4	22.57	662.50	27° 06' 57"	21.11	18.18	181.82	21.11
C5	158.87	181.75	17° 06' 57"	148.88	138.88	1388.88	148.88
C6	191.54	181.75	27° 06' 57"	181.75	171.11	1711.11	181.75
C7	144.87	292.50	36° 00' 00"	141.82	131.10	1311.00	141.82
C8	168.23	418.30	27° 06' 57"	161.79	151.10	1511.00	161.79

PREPARED BY:
 JUAN N. LOPEZ
 R.L.S. 2270

Engineering, Inc.
 3075 S. ARIZONA AVE
 SUITE 100
 PHOENIX, ARIZONA 85034
 (602) 944-9555

SHEET 1 OF 1



LOCATION MAP

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 #
2021-0308F

DATE:
8/6/2020

PLANNING & ZONING



GIS


CREATED BY:
ISAAC GUTIERREZ

CHECKED BY:
ROMAN PACHECO

APPROVED BY:
JOSE A. GUZMAN



LOCATION OF SUBJECT PROPERTY

 PID:211-31-012

LOCATION MAP

REZONING

CASE #
2020-0474B

DATE:

8/6/2020

PLANNING & ZONING



GIS

CREATED BY:

ISAAC GUTIERREZ

CHECKED BY:

ROMAN PACHECO

APPROVED BY:

JOSE A. GUZMAN

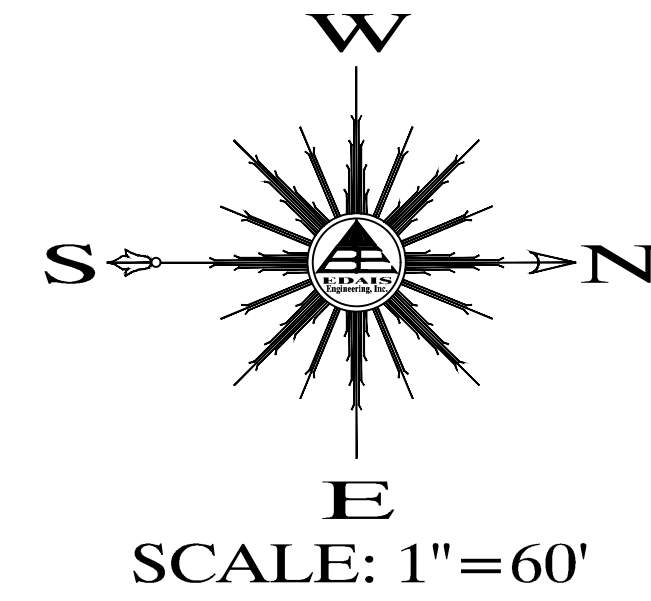
PALENCIA HILLS SUBDIVISION

OFFICE OF YUMA COUNTY RECORDER

A SUBDIVISION OF PARCEL B OF THE BARKLEY LOT SPLIT No.1 AS RECORDED IN BOOK 27 OF PLATS, PAGE 66, Y.C.R. ALSO BEING A PORTION OF THE SOUTH HALF OF SECTION 31, TOWNSHIP 10 SOUTH, RANGE 24 WEST, GILA AND SALT RIVER BASE AND MERIDIAN, YUMA COUNTY, ARIZONA

DATE: MAY 2020 ACREAGE - 10.51 AC

FINAL PLAT



BOOK _____ OF PLATS,
PAGE _____

KEYNOTES

- ① NEW 1' NON-ACCESS EASEMENT
- ② NEW 8' UTILITY & C&TY EASEMENT
- ③ NEW 20' FRONT YARD SETBACK LINE
- ④ NEW 5' DRAINAGE EASEMENT LINE

TRACT AREAS

TRACT "A"	21,395.53 SF
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LEGEND

- CENTERLINE
- BOUNDARY LINE
- RIGHT OF WAY LINE
- EXISTING LOTS
- NEW PROPERTY LINE

LOT AREAS

LOT	AREA(SF)	LOT	AREA(SF)
1	20019.04	10	20000.94
2	20009.34	11	20000.73
3	20043.38	12	20048.58
4	20062.13	13	20673.15
5	20026.57	14	20063.40
6	20029.15	15	20085.71
7	20031.51	16	20626.62
8	20071.65	17	20706.69
9	22165.88	18	20104.83

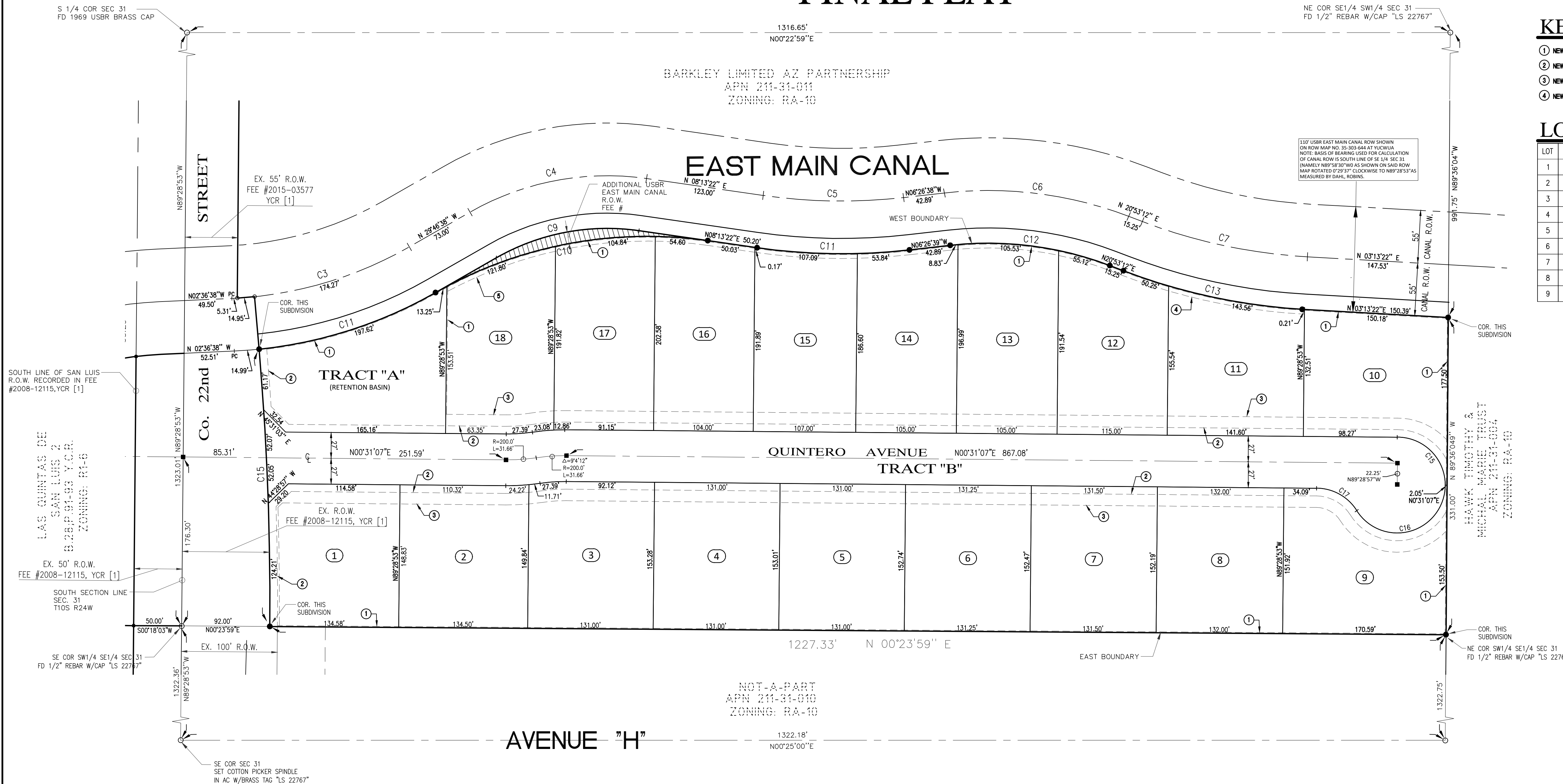
- FOUND MONUMENT (TYPE AS SHOWN)
- NEW STREET MONUMENT AS PER YUMA COUNTY STD. No. 4-080
- NEW SUBDIVISION BOUNDARY MONUMENT PER YUMA COUNTY STD. No. 4-030
- ([]) DATA REFER TO BARKLEY LOT SPLIT No. 1 AS RECORDED IN BOOK 27 OF PLATS, PAGE 66, Y.C.R.O., YUMA COUNTY, ARIZONA.
- B.C. INDICATES BRASS CAP
- H.H. INDICATE HAND HOLE
- ① NEW LOT NUMBER
- APN ASSESSOR PARCEL NUMBER
- Y.C.R.O. YUMA COUNTY RECORDER'S OFFICE

OPEN SPACE CALCULATION

TOTAL AREA = 10.47 ACRES (456,108 SF)
OPEN SPACE REQUIRED = 2% (9,122 SF)
OPEN SPACE PROVIDED = 21,273 SF
= 21,273 SF > 9,122 SF ** OK

CURVE DATA

Curve #	Length	Radius	Delta	Curve #	Length	Radius	Delta
C1	80.71	50.00	92°29'28"	C12	169.47	355.29	27°19'51"
C2	126.49	50.00	144°56'42"	C13	193.91	628.65	17°39'50"
C3	194.53	410.28	27°10'00"	C14	16220.61	465.28	27°10'00"
C4	190.91	287.87	37°59'48"	C15	193.854	628.700	5°26'20"
C5	146.85	537.67	14°40'00"	C16			
C6	195.71	410.29	27°19'52"	C17			
C7	176.85	573.65	17°39'50"	C18			
C8	50.02	50.00	57°18'59"	C19			
C9	154.43	232.87	37°59'48"	C20			
C10	294.48	444.05	37°59'49"	C21			
C11	160.93	628.67	14°40'00"				



DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT SALMOS 127 1 LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER HAS THIS THE ____ DAY OF _____ 2021, CAUSED A PORTION OF THE SW1/4 OF SECTION 31, TOWNSHIP 10 SOUTH, RANGE 24 WEST, G.&S.R.B.&M., YUMA COUNTY, ARIZONA, AS PLATTED HEREON, TO BE SUBDIVIDED INTO LOTS, TRACTS & STREETS UNDER THE NAME OF "PALENCIA HILLS SUBDIVISION" AND HEREBY DECLARES THAT THE ACCOMPANYING PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS AND STREETS, CONSTITUTING SAID "PALENCIA HILLS SUBDIVISION" AND THAT EACH LOT SHALL BE KNOWN BY THE NUMBER, THE TRACTS BY THE LETTER AND THE STREET BY THE NAME GIVEN EACH RESPECTIVELY ON SAID PLAT;

AND SALMOS 127 1 LLC, AS OWNER, RESERVE THE USE OF TRACT "A" AND "B" FOR THE COMMON USAGE BY RESIDENTS OF "PALENCIA HILLS SUBDIVISION", THE EASEMENTS AND TRACT "B" ARE DEDICATED FOR THE PURPOSES SHOWN OR NOTES HEREON ARE SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED CONCURRENTLY HERewith.

IN WITNESS WHEREOF: SALMOS 127 1 LLC, HAS CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE SIGNATURE OF JOSE PALENCIA, AS MEMBER, THEREUNTO DULY AUTHORIZED ON THIS THE ____ DAY OF _____ 2021.

BY: _____
JOSE PALENCIA, MEMBER
SALMOS 127 1 LLC.

ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS
COUNTY OF YUMA)

ON THIS THE ____ DAY OF _____ 2021 BEFORE ME, THE UNDERSIGNED OFFICER PERSONALLY APPEARED, NIEVES GARCIA RIEDEL, WHO ACKNOWLEDGED HERSELF TO BE MEMBER OF RIEDEL HOLDINGS, 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: _____

NOTES:

1. TRACT "B" WHICH INCLUDES THE INTERIOR STREET OF THIS SUBDIVISION NAMED QUINTERO AVENUE, IS AN DESIGNATED AS A PRIVATE STREET AND EASEMENTS FOR PUBLIC UTILITIES AND CABLE TELEVISION, WATER, SEWER, EMERGENCY VEHICLE ACCESS AND REFUSE COLLECTION. TRACT "B" SHALL ALSO BE RESERVED FOR THE COMMON USAGE BY THE RESIDENTS OF PALENCIA HILLS SUBDIVISION.

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 _____
- DIRECTOR OF PLANNING & ZONING _____ DATE _____
- CITY ENGINEER _____ DATE _____
- CITY PUBLIC WORKS DIRECTOR _____ DATE _____

SUBDIVIDER/OWNER

SALMOS 127 1 LLC.
P.O. BOX 2754
SAN LUIS, ARIZONA 85349
(928) 345-8646
PARCEL NUMBER: 211-31-012
CURRENT ZONING: R1-20

BASIS OF BEARING

THE SOUTH LINE OF THE SW1/4 OF SECTION 6, T11S, R24W NAMEDLY N 89°40'11" W AS SHOWN ON STATE PLAT No. 17 COMITE DE BIENESTAR AS RECORDED IN BOOK 11 OF PLATS, PAGES 66-68, YCR.

RESTRICTIVE COVENANTS

HAVE BEEN RECORDED CONCURRENTLY AND ARE A PART OF THIS PLAT.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE SUBDIVISION SHOWN HEREON WAS MADE UNDER MY DIRECTION DURING APRIL OF 2020, AND THAT THIS SUBDIVISION CONFORMS TO ALL REGULATIONS AND REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY OF SAN LUIS, ARIZONA.

JUAN N. LOMELI



R.L.S. 22767

PREPARED BY:

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