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, July 13, 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, 13 de Julio 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, July 13, 2021
7:00 P.M.

For the safety of the public during the COVID-19 pandemic, members of the public may attend the Regular Planning and Zoning Commission meeting of July 13, 2021, in person if the 6-foot distance can be maintained, which is 27 people.

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.

Por la seguridad del público durante la pandemia COVID-19, habrá asistencia en persona para los miembros del público en la junta regular de Planeacíon y Zonificación del 13 de Julio del 2021, si la distancia de 6 pies puede mantenerse, que serian 27 personas.

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.

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

1. CALL TO ORDER/ROLL CALL - MEETING WAS NOT HELD DUE TO LACK OF QUORUM.

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 May 11, 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 Minor General Plan Amendment Case No. 2021-0336. A request by Core Engineering Group LLC on behalf of Border Ranches II AZ LLC to change the land use designation of 19.95 acres from Commercial (C) to Medium Density Residential (MDR). Assessor's Parcel 227-15-003, north half, located east of 20th Avenue and south of Belleza Del Desierto Phase 2 subdivision.

A. Open public hearing
   1. Staff presentation
   2. Call to the Public on this item
B. Close public hearing
C. Action on Minor General Plan Amendment Case No.2021-0336

4. B. Public hearing followed by discussion and possible action on any and all matters regarding Rezoning Case No. 2021-0243. A request by Core Engineering Group LLC on behalf of Border Ranches II AZ LLC to rezone a parcel 19.95 acres from Light Industrial (L-I) to Medium Density Residential (R1-6). Assessor's Parcel 227-15-003, north half, located east of 20 th Avenue and south of Belleza Del Desierto Phase 2 subdivision.

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. 2021-0243

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. 2021-0418P. A request by Core Engineering Group. PLLC., on behalf of the Greater Yuma Port Authority for the Magrino Industrial Park Unit 4 preliminary plat. The property is located south of County 25th street between Avenue E and Avenue D in San Luis, Arizona.

A. Staff presentation
B. Action on Subdivision Case No.2021-0418P

5. B. Discussion and possible action on any and all matters regarding Subdivision Case No. 2021-0419F. A request by Core Engineering Group. PLLC., on behalf of the Greater Yuma Port Authority for the Magrino Industrial Park Unit 4 final plat. The property is located south of County 25th street between Avenue E and Avenue D in San Luis, Arizona.

A. Staff presentation
B. Action on Subdivision Case No. 2021-419F

6. **ADJOURNMENT**

AGENDA ITEM REVIEW FORM

Planning & Zoning Commission Meeting **3. A.**

Meeting Date: 07/13/2021

Summary

APPROVAL OF MINUTES

-Regular Planning and Zoning Commission meeting held May 11, 2021

Attachments

Minutes May 11, 2021

MINUTES

REGULAR MEETING
PLANNING AND ZONING COMMISSION
SAN LUIS COUNCIL CHAMBERS
1090 E. UNION STREET
MAY 11, 2021
7:07 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 Guillermina Fuentes (arrived at 7:21 p.m.)
Commission Member George Amaya

ABSENT:
Commission Member Hugo Garcia
Commission Member Case Van Veen

OTHERS PRESENT:

Jose A. Guzman, Director of Planning and Zoning
Roman Pacheco, Planning Technician
Fernando Villegas, Principal Planner
Glenn Gimbut, Assistant City Attorney

Kay Macuil, City Attorney
Elizabeth Carpenter, Long Realty (remotely)
Najeh Edais, Edais Engineering, Inc. (remotely)
Salmos 127:1 LLC, San Luis Resident (remotely)
Tadeo A. De La Hoya, City Manager (remotely)

3. CONSENT AGENDA

3. A. APPROVAL OF MINUTES

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

MOTION: **Commission Member Javier Barraza / Chairman Marco A. Pinzon** 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 George Amaya	Aye

4. PUBLIC HEARINGS

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

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 George Amaya	Aye

1. **Staff Presentation**

Jose A. Guzman, Director of Planning and Zoning, summarized staff report recommending approval subject to the Conditions set by in the Development Agreement approved by City Council in Resolution No. 2058 or any amendment approved by Council.

Commission Member Barraza asked so then the rezoning will be coming back to the commission. **Guzman** responded no, this will go to the City Council. If the commission wants to add or change any conditions we would make sure we added to the report that goes to the city council.

2. **Call to the Public on this item**

Glenn Gimbut, 1534 9th Avenue, San Luis, Arizona stated that he wanted to make a public comment with respect to the proposal on erosion control. Unfortunately I had a very bad experience on my house which is in Las Quintas I with the erosion control that was done for Las Quintas II. The issue is that the system of a master plan, leaving it up to each individual homeowner to build according to the master plan, engineer plans and drawings and all of that, CC&R's to protect people does not work. If you looked at the houses that got developed in Las Quintas II, they each backyard was left with maybe a stem wall in the whole back slope of about three and one half feet, then you had glance sloping up to the top held back by the stem wall below. Leaving each homeowner with a practical back yard about eight feet, as their back yard. Sure enough, as I predicted in an email in the year of 2016, the homeowner below me decided he wanted a bigger back yard. So

rather than hired an engineer and come in and get building permits, submit engineering plans and drawings. He just hire somebody an unlicensed contractor with a Bobcat to go digging into the slope and removing what wall for protection existed. When that happened my house shook like it was in a level 7 earthquake, my backyard fence is now leaning and threatened to go down the hill. Our ability to enforce and protect from erosion control seems to be almost close to non-existing. Therefore, this system of erosion control that we did for las Quintas 2 does not work. I sent emails to Najeh Edais, left him phone messages, he did not return the calls, Mrs. Nieves Riedel did not respond to emails either. The only thing that you are left to do is to go back to a more traditional approach for holding back the slope and for las Quintas it will be the east side. To have a true retaining wall built on the get go, having be at common property, and be common wall, maintain by a homeowners association. And that is the only thing is going to work.

Commission Member Javier Barraza, asked was this reported to the Code Enforcement Officer?

Kay Macuil, City Attorney, responded that there was a red tag a soon as we made aware of it, there was communications with the home owner. He did bring back the dirt that was removed and now we are in the process of working with the home owner with getting the engineering that it is required.

Gimbut, explained that the dirt that was brought back was not the original dirt. It does not comply with proper engineering standards. It requires a certain amount of compaction and soil testing geo technical that comes with it for a temporary slope protection according to basic engineering guide, I sent that to staff and was not follow. Mr. Campa has been more or less begging this guy to comply, to this date to my knowledge he has not hire an engineer or lifted a finger to do anything.

Najeh Edais, Edais Engineering, Inc., mentioned that staff did a good job presenting the case.

A. Close public hearing

MOTION: **Chairman Marco A. Pinzon / Vice Chairman Veronica Zavala** 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 Guillermina Fuentes	Aye
Commission Member George Amaya	Aye

C. Action on Rezoning Case No. 2020-0474B

MOTION: **Commission Member Javier Barraza / Chairman Marco A. Pinzon** 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. 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 Guillermina Fuentes	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. 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

MOTION: **Chairman Marco A. Pinzon / Vice Chairman Veronica Zavala** 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 Guillermina Fuentes	Aye
Commission Member George Amaya	Aye

1. Staff presentation

Jose A. Guzman, Director of Planning and Zoning, summarized staff report recommending approval of Text Amendment Case No. 2021-0293.

Commission Barraza asked what the cause of this amendment was, was it a group of people that cause this? **Guzman** explained that staff had received an application and plans for an apartment complex and when I was reviewing the plans and reviewing the parking spaces I notice the requirements that all parking had to be covered. We always stand to try to be development friendly. And I think this regulation was against our beliefs. Since on the single family homes we required at least for one parking that how I came up with that number to a least have each unit have the opportunity to have one parking space, but we have not received any complaints. I checked with other municipalities and some of them required less covered parking and other do not required parking at all. But do to the weather we have here in the summer at least having one would be sufficient and it is a reasonable requirement.

Commission Member Fuentes, stated that she also believes that the current requirement is too much.

Vice Chairman Zavala, mentioned that she is also agrees with Mrs. Fuentes, some other cities does not have any requirements to have a shade. If we are going to be development friendly we do not have that many space for other developers to

build big buildings, complex and we are need of rentals. I am thinking about the need from the community, that there is no rentals.

1. **Call to the Public on this item**

Mr. Pacheco stated for the record that there have been no comments received from the public via email.

2. **Close public hearing**

MOTION: **Chairman Marco A. Pinzon / Vice Chairman Veronica Zavala** 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 Guillermina Fuentes	Aye
Commission Member George Amaya	Aye

3. Action on Text Amendment Case No. 2021-0293

MOTION: **Chairman Marco A. Pinzon / Commission Member Guillermina Fuentes** to forward Text Amendment Case No. 2021-0293 to the City Council with approval recommendation as presented by staff. The Motion carried 4-1.

The vote was as follows:

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

Jose A. Guzman, Director of Planning and Zoning, summarized staff report recommending approval of final plat Subdivision Case No. 2021-0181F, approval subject to the condition that the applicant addresses review comments on letter dated May 7, 2021.

Commission Member Guillermina Fuentes asked does the applicant has done the traffic study the City is requesting? **Guzman** responded they are going to make a contribution for the improvements for the signal of Avenue E and County 24th Street.
Commission Member Fuentes asked did the owner make a traffic study on Phase I. **Guzman** responded that he was not sure if they did a traffic study. I remember that the City was going to make study for the whole east area, and place on the condition on the rezoning at that time and it is the one mentioned on the report.

Glenn Gimbut, **Assistant Attorney**, explained that he drafted the ordinance in question, I think it was my comment that I made as a staff member on this one. The ordinance that requires a traffic study, requires a traffic study if your proposes subdivision or development has a number of trips per day by what your bringing forward. A traffic study for say the first phase if its limited for just the first phase then it does not covered the second phase but a traffic study may not be necessary because it does not have much trips per day in the propose subdivision.

Vianey Vega, Vega and Vega Engineering, explained that going back to the comment that we are now in agreement and to answer commission member Fuentes. The phase I of the project the requirement was the contribution per acre that it was establish by ordinance number 398 and that ordinance states that there is a per acre contribution that the project needs to pay in lieu of contribution of a traffic signal in a regional circulation study that the city is going to perform on the east area on the next twelve months. With this requirement of the contribution the traffic study it takes away the requirement, that is our understanding. By us paying this contribution it will be towards the traffic signal that it will be required at one point on County 24th Street and Avenue E. that is why we are not agreeing to provide another traffic study because same for Phase II, we are going to have that contribution per acre that is going to be also going to that streetlight and the study that is going to be performed in that area. Therefore, that is why we are not agreeing in that comment number 5, we did get clarification from the Planning and Zoning Director as far of the requirement and he pointed out that Public Works is to determine if the traffic study is required or not. We also received a response from Public Works Director that the project does not warrant the need for a traffic study as the city has the requirement, we are still going to contribute because of that ordinance. Therefore, it is up to City Council if that study is required or not. The recommendation by staff will be that it is not required, and we should do the contribution and move forward.

Mr. Guzman stated that just for clarification Belleza Del Desierto Phase I was approved almost at the same time when the ordinance of requesting traffic study was approved. Since we did not have regulations to request a traffic study, we added that condition in the rezoning that they have to contribute but that is a separate condition than the traffic study. The traffic study ordinance was a new regulation that council approved, that is why a made that comment and it will be up to Public Works Director and as he answered it would be up to City Council, since any deviation from our regulations will have to be approved by City Council.

Mr. Gimbut explained that Mr. Vega is confusing two separate distinct requirements the assessment for the traffic light is one requirement but that stands alone or different from the ordinance that's talks about a traffic study, that ordinance applies to all subdivisions period. Now, the way it gets implemented is

it refers to a standard in the Public Works standards that refers to a certain number of trips per day. If your proposed subdivision tripwires a certain number of trips per day then we want a traffic study but now, in this particular case I cannot think of what improvements in the world would ever be required by that traffic study that aren't being put in the ground as proposed in the current design. I cannot think of one and so that may be one reason that Mr. Vera determined that one's not needed here but we leave it to him to make the decision is this ordinance does it required a traffic study yes or no under the circumstances that are presented and that is separate from the contribution for the traffic light at County 24th.

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

MOTION: **Commission Member Javier Barraza / Chairman Marco A. Pinzon** to move forward Subdivision Case No. 2021-0181F to City Council with condition that the applicant addresses review comments on letter dated May 7, 2021 before presenting item to the 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 Guillermina Fuentes	Aye
Commission Member George Amaya	Aye

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

Jose A. Guzman, Director of Planning and Zoning, summarized staff report recommending approval of Subdivision Case No. 2021-0307P, with the condition that the applicant addresses review comments on letter dated May 10, 2021.

Najeh K. Edais, Edais Engineering, Inc., stated that they received the comments and they do not have any problem resolving these issues.

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

MOTION: **Commission Member Javier Barraza / Chairman Marco A. Pinzon** to approve Subdivision Case No. 2021-0307P with the condition that the applicant addresses review comments letter dated May 10, 2021. 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 Guillermina Fuentes	Aye
Commission Member George Amaya	Aye

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 22nd Street and alignment of Quintero Avenue.

A. Staff Presentation

Jose A. Guzman, Director of Planning and Zoning, summarized staff report recommending approval of Subdivision Case No. 2021-0308F, 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.

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

MOTION: **Commission Member Javier Barraza / Chairman Marco A. Pinzon** to move 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 the City Council and includes the conditions proposed 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 Guillermina Fuentes	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 8:02 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 Guillermina Fuentes	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 MAY 11, 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: 07/13/2021

Submitted By: Fernando Villegas, Principal Planner, Planning & Zoning Department, Development Services

ITEM:

Public hearing followed by discussion and possible action on any and all matters regarding Minor General Plan Amendment Case No. 2021-0336. A request by Core Engineering Group LLC on behalf of Border Ranches II AZ LLC to change the land use designation of 19.95 acres from Commercial (C) to Medium Density Residential (MDR). Assessor's Parcel 227-15-003, north half, located east of 20th Avenue and south of Belleza Del Desierto Phase 2 subdivision.

A. Open public hearing
   1. Staff presentation
   2. Call to the Public on this item
B. Close public hearing
C. Action on Minor General Plan Amendment Case No.2021-0336

BACKGROUND:

Lot Split Case No. 2021-0275 has been approved to split the subject property into two new parcels. The applicant is requesting a minor amendment to the City of San Luis 2040 General Plan for the north half only. If this minor amendment is approved the applicant is requesting the rezoning of the north half from Light Industrial (L-I) to Medium Density Residenital (R1-6) for the construction and development of a residential subdivision. (Rezoning Case No. 2021-0243).

The applicant submitted a Major Amendment application to change the land use designation of the south half from Commercial (C) to Medium Density Residential (MDR) (Major Amendment Case 2021-0337). The City of San Luis 2040 General Plan requires a major amendment for any change in a non-residential land use category of 20 or more contiguous acres to a residential land use category.

GENERAL PLAN:

The existing land use category for the subject property is Commercial (C) as shown on the land use map.

Existing Land Use category

Commercial (C): The Commercial land use category is intended to provide for the primary commercial areas serving the community including neighborhood, community, and regional-scale development. Commercial areas provide convenient community access to goods and services and may include retail, service commercial, professional offices, light industrial and employment uses.
Zoning districts permitted within C: MU, C1, C2 and LI

Proposed Land Use Category

Medium Density Residential (MDR): The Medium Density Residential (MDR) land use category is intended to provide for detached single family residential development on moderately sized lots.
Zoning districts permitted within MDR: R1-6, R1-8, R1-12, R1-20, R1-35, R2, MHS, MHP and PUD.

The approval of this minor amendment will allow the applicant to rezone the north half of the subject property to Medium Density Residential zoning districts. The existing condition of the subject property is native desert undeveloped land zoned Light Industrial (L-I). The subject property is located inside the Central Growth Area identified in the 2040 General Plan.

ANALYSIS:

In determining whether the proposed General Plan Amendment shall be approved, The Planning and Zoning Commission and City Council shall assure that the proposed amendment meets all of the following criteria:

1. The development pattern contained in the existing San Luis General Plan-Land Use Plan does not adequately provide appropriate optional sites for the use or change proposed in the amendment.
2. The amendment constitutes an overall improvement to the San Luis General Plan and is not solely for the good or benefit of a particular landowner or owners at a particular point in time.
3. The amendment will not adversely impact the community as a whole or a portion of the community by:
   a. Significantly altering acceptable existing land use patterns.
   b. Requiring additional and more expensive improvements to roads, sewer, or water delivery systems than are needed to support the prevailing land uses and which, therefore, may impact developments in other areas.
   c. Adversely impacting existing or previously planned uses through increased traffic generated by the proposal on the existing systems, or
   d. Affecting the livability of the area or the health and safety of the residents.
4. The amendment is consistent with the General Plan's overall intent, vision, goals and objectives as well as being compliant with other adopted plans, codes, and ordinances.

Furthermore, the General Plan states that any change to the land designation of more than 20 acres from non-residential to residential triggers a Major Amendment. Major Amendments, by state law, may only occur once per calendar year and minor amendments may be processed throughout the year.

This request for land use designation change qualifies as a minor amendment since it is for less than 20 acres. However, a subsequent application will have to be processed as a Major Amendment. A memorandum for the City Attorney attached to this report, gives a detailed explanation.

CRITICAL ISSUES:

The developer must provide all the necessary improvements including road construction, water, wastewater and open space.

General Plan Policies:

Policy G-7.1 The City of San Luis should only prioritize growth in areas with existing infrastructure or areas where infrastructure can be expanded in a fiscally sound manner.

The subject property is located inside the Central Growth Area identified in the 2040 General Plan where infrastructure can be expanded. Existing development in the area have provided access to the infrastructure needed for residential development.

Policy G-8.1 New development should provide a transition between uses with differing densities/intensities by incorporating compatible land use strategies.

The subject property is located adjacent to a compatible land use category to the north and west. However, the subject property is located adjacent to an industrial subdivision to the east. Existing residential subdivisions located to the north, adjacent to industrial zoning, have provided a 20’ buffer setback to separate the future industrial land uses from residential uses.

Policy G-9.3 Ensure growth areas are served and connected by major transportation routes and other modes of transportation.

Subdivisions in the central growth area are served and connected by Avenue F and County 24th Street. Both arterial roads are not fully improved. However, the City has requested traffic studies for all the

proposed subdivisions in the area. The traffic study will ensure that all the improvements necessary are done to provide connection to Cesar Chavez Boulevard and Avenue E.

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. The Yuma County Airport Authority (5-17-2021)

As required by State Statute, staff sent notification letters to property owners within 300 feet of the proposed project (7 letters)

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

CITIZEN REVIEW MEETING:
As required by State Statute and the City Code, a Citizen Review meeting was held at the City Hall on June 1, 2021 at City Hall Council Chambers at 6:00 p.m. 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 present or connected via Zoom.

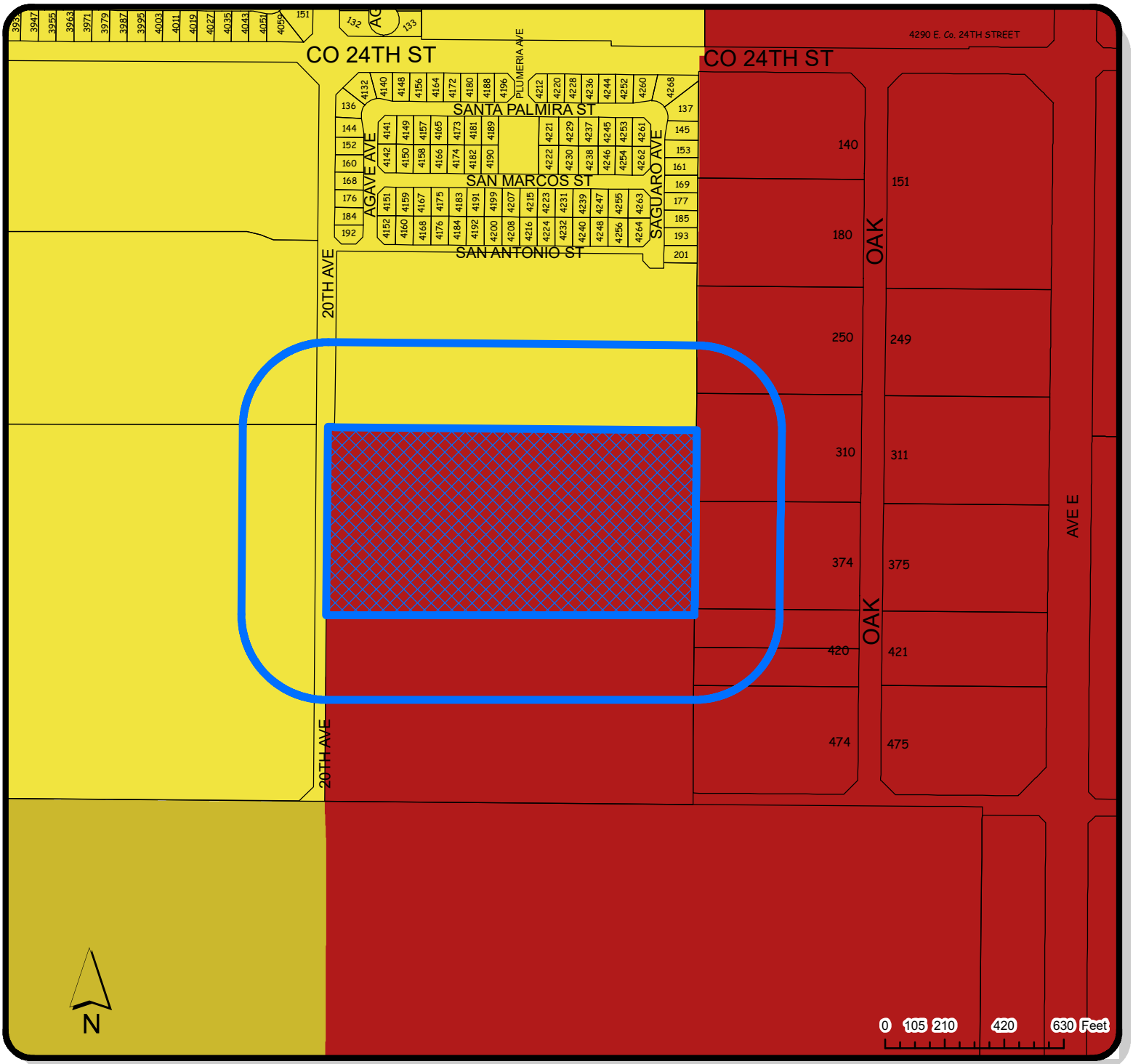
SUMMARY:
The applicant has provided the information and materials necessary for the review of the Minor General Plan Amendment.

Staff recommends approval of Minor General Plan Amendment Case No. 2021-0336.

RECOMMENDED MOTION:
I MOVE TO FORWARD MINOR AMENDMENT CASE NO. 2021-0336 TO CITY COUNCIL WITH RECOMMENDATION OF APPROVAL.

Attachments

Location Map
Aerial View
Lot Split Map
Staff Report
City Attorney Memorandum
Presentation



LOCATION MAP

LOCATION OF SUBJECT PROPERTY

PARCEL 227-15-003

300ft Notification Area

Legend

LAND USE

- Medium Density Residential
- High Density Residential
- Commercial

MINOR AMENDMENT

CASE #
2021-0336

DATE:
5/5/20201

PLANNING & ZONING

GIS

CREATED BY:
ISAAC GUTIERREZ

CHECKED BY:
ROMAN PACHECO

APPROVED BY:
JOSE A. GUZMAN

N1/4 CORNER
SEC 15, T11S, R24W
FOUND 1/2" REBAR
WITH OBLITERATED CAP
NE CORNER
SEC 15, T11S, R24W
FOUND BRASS CAP
IN HANDHOLE
2.5' BELOW GRADE
COUNTY 24TH STREET
S 89°30'45" E 2641.84'(M) S 89°30'53" E 2641.815'(R1)
1320.92'(C)
1320.92'(C)
55.01' (C)
EX. 55' ROW
PER (R1)
EX. 40' ROW
PER (R2)
BELLEZA DEL DESIERTO
PHASE 1
NOT A PART
APN 227-15-018
NOT A PART
APN 227-15-006
NOT A PART
APN 227-15-017
NOT A PART
1265.23'(C)
1320.23'(C)
N 00°03'04" W 2640.12'(R2)
1320.05' (C)
APN 227-15-024
NOT A PART
APN 227-15-016
NOT A PART
APN 227-15-007
NOT A PART
S 00°27'17" W 2640.47'(C)
SET MAG NAIL
WITH WASHER "LS48679"
IN WALL FOOTING
N 00°26'59" E 2640.12'(R1)
S 89°30'17" E 1320.78'(C)
S 89°30'25" E 1320.78'(R1)
APN 227-15-015
NOT A PART
APN 227-15-008
NOT A PART
AVENUE E 1/2
AVENUE E
N 00°27'40" E 2640.53'(M & R1) (BASIS OF BEARING)
PARCEL A
NET AREA = 869,106.95 SF
19.9520 ACRES
FEE#2006-39216
PARCEL 2
S 00°27'19" W 2640.48'(R1)
660.12' (C)
660.03' (C)
2640.11'(M)
APN 227-15-014
NOT A PART
APN 227-15-009
NOT A PART
NEW 40'
ROW TO BE
DEDICATED TO THE
CITY OF SAN LUIS
AT THE RECORDATION
OF THIS MAP
APN 227-15-022
N 00°26'54" E
S 89°30'03" E 1320.70' (C)
1320.43'(R1)
APN 227-15-020
NOT A PART
APN 227-15-010
NOT A PART
50' X 50' SIGHT DISTANCE
RIGHT-OF-WAY TRIANGLE
TO BE DEDICATED TO THE
CITY OF SAN LUIS AT THE
RECORDATION OF THIS MAP
SET MAG NAIL
WITH WASHER "LS48679"
IN WEST WALL FACE
1320.24'(N)
APN 227-15-021
NOT A PART
FOUND BENT 1/2" REBAR
WITH CAP "LS 16928"
0.3' ABOVE GRADE
0.19' WEST AND 0.39' NORTH
OF CALCULATED POSITION
POINT NOT ACCEPTED
PARCEL B
NET AREA = 871,736.06 SF
660.12' (C)
660.03' (C)
APN 227-15-012
NOT A PART
APN 227-15-011
NOT A PART
NEW 40'
ROW TO BE
DEDICATED TO THE
CITY OF SAN LUIS
AT THE RECORDATION
OF THIS MAP
FOUND BENT 1/2" REBAR
WITH OBLITERATED CAP
0.59' WEST AND 0.28' NORTH
OF CALCULATED POSITION
POINT NOT ACCEPTED
W1/4 CORNER
SEC 15, T11S, R24W
FOUND
BRASS CAP STEM
1.0' BELOW GROUND
S 89°29'49" E 2644.91' (M)
1320.63'(C) 1320.645'(R1)
1320.63'(C) 1320.645'(R1)
N 89°29'48" W 2641.26'(M) N 89°29'58" W 2641.29'(R1)
COUNTY 24 1/2 STREET
C1/4 CORNER
SEC 15, T11S, R24W
FOUND 1/2" REBAR
SET BRASS CAP
IN HANDHOLE PER
CITY OF YUMA STANDARD
DRAWINGS 4-020 AND 4-030
E1/4 CORNER
SEC 15, T11S, R24W
FOUND 3" BRASS CAP 2008
"LS16810" IN HANDHOLE
N00°03'04"E 2641.97'(R2)
N00°26'41"E 2641.91'(M)
S1/4 CORNER
SEC 15, T11S, R24W
1.0' ABOVE GROUND

Staff Report

Planning and Zoning Commission

July 13, 2021

Minor Amendment 2021-0336:

REQUEST: To change the land use designation of a parcel 19.95 acres from Commercial (C) to Medium Density Residential (MDR). Assessor's Parcel 227-15-003, north half, located east of 20th Avenue and south of Belleza Del Desierto Phase2 subdivision.

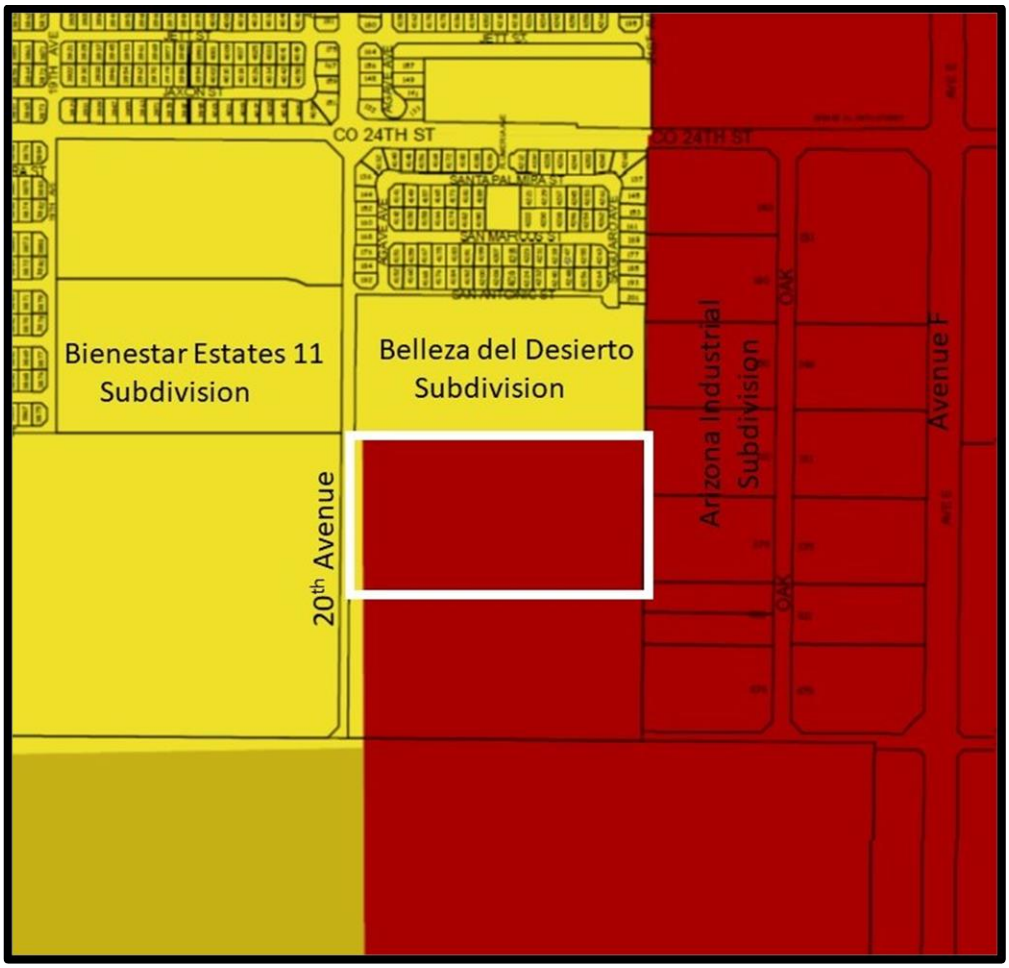
APPLICANT: Core Engineering Group LLC. On behalf of Border Ranches II AZ LLC.

DIRECTIONS: The subject property is located on the southeast corner of 20th Avenue and south of Bella Del Desierto Phase 2 subdivision.

BACKGROUND: Lot split case no. 2021-0275 has been approved to split the subject property into two new parcels. The applicant is requesting a minor amendment to the City of San Luis 2040 General Plan for the north half only. If this minor amendment is approved the applicant is requesting the rezoning of the north half to R1-6 for the construction and development of a residential subdivision. (Rezoning Case No. 2021-0243).

The applicant submitted a Major Amendment application to change the land use designation of the south half from Commercial (C) to Medium Density Residential (MDR) (Major Amendment Case 2021-0337). The City of San Luis 2040 General Plan requires a major amendment for any change in a non-residential land use category of 20 or more contiguous acres to a residential land use category.

GENERAL PLAN: The existing land use category for the subject property is Commercial (C) as shown on the land use map below.



Existing Land Use Map

Existing Land Use category

Commercial (C): The Commercial land use category is intended to provide for the primary commercial areas serving the community including neighborhood, community, and regional-scale development. Commercial areas provide convenient community access to goods and services and may include retail, service commercial, professional offices, light industrial and employment uses.

Zoning districts permitted within C: MU, C1, C2 and LI

Proposed Land Use Category

Medium Density Residential (MDR): The Medium Density Residential (MDR) land use category is intended to provide for detached single family residential development on moderately sized lots.

Zoning districts permitted within MDR: R1-6, R1-8, R1-12, R1-20, R1-35, R2, MHS, MHP and PUD.

The approval of this minor amendment will allow the applicant to rezone the north half of the subject property to Medium Density Residential zoning districts. The existing condition of the subject property is native desert undeveloped land zoned light industrial (LI). The subject property is located inside the Central Growth Area identified in the 2040 General Plan.

CRITICAL ISSUES:

The developer must provide all the necessary improvements including road construction, water, wastewater and open space.

General Plan Policies:

Policy G-7.1 The City of San Luis should only prioritize growth in areas with existing infrastructure or areas where infrastructure can be expanded in a fiscally sound manner.

The subject property is located inside the Central Growth Area identified in the 2040 General Plan where infrastructure can be expanded. Existing development in the area have provided access to the infrastructure needed for residential development.

Policy G-8.1 New development should provide a transition between uses with differing densities/intensities by incorporating compatible land use strategies.

The subject property is located adjacent to a compatible land use category to the north and west. However, the subject property is located adjacent to an industrial subdivision to the east. Development standards in the industrial zoning district require a 25 feet rear yard setback for industrial properties located adjacent to residential development.

Policy G-9.3 Ensure growth areas are served and connected by major transportation routes and other modes of transportation.

Subdivisions in the central growth area are served and connected by Avenue E and County 24th Street. Both arterial roads are not fully improved. However, the City has requested traffic studies for all the proposed subdivisions in the area. The traffic study will ensure that all the improvements necessary are done to provide connection to Cesar Chavez Boulevard.

COMMENTS/ NOTIFICATIONS:

June 1st Citizen Review Meeting Comments: None

Yuma County Airport Authority

“The property is located near Rolle Airfield where aviation activities 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."

Staff sent notification letters to property owners within 300 feet of the proposed project (7 letter)

RECOMMENDATION:

Staff recommends approval of this request

RECOMMENDED MOTION:

I MOVE TO FORWARD MINOR AMENDMENT CASE NO. 2021-0336 TO CITY COUNCIL WITH RECOMMENDATION OF APPROVAL.

Staff Report Prepared by:

Fernando Villegas

Principal Planner

Staff Report Reviewed by:

Jose A. Guzman

Planning Director

MEMORANDUM

DATE: January 3, 2019

FROM: KAY MACUIL, CITY ATTORNEY

TO: JOSE A. GUZMAN, DIRECTOR OF PLANNING AND ZONING

RE: GENERAL PLAN AMENDMENT REQUEST FOR CASE NO. 2018-0682

A request has been made by Vega & Vega Engineering, PLC, on behalf of Sam Group Investment Company LTD Partnership, owner, to amend the 2020 General Plan by changing the Land Use Designation of 18.74 acres from Business to Neighborhood. A portion of Assessor Parcel ID #227-15-019 located on the southeast corner of Avenue E ½ and County 24th Street, San Luis, Arizona. This request is made on a larger parcel that is currently planned for non-residential use. As stated in the City of San Luis General Plan 2020:

> "The Arizona Revised Statutes define Major Amendments as (Section 9-461.06 Sub Section C & Section 11-824 Subsection C):
>
> A substantial alteration of the municipality's/county's land use mixture or balance as established in the agency's general/comprehensive plan land use element. The agency's general/comprehensive plan shall define the criteria to determine if a proposed amendment to the plan effects a substantial alteration."
>
> City Code §152.047(D) states:
>
> (1) A "major amendment" to the General Plan must be filed prior to June 15th of every year to be heard at the one City Council hearing designated each year to review major amendments to the General Plan. Major Amendments shall require an affirmative vote of at least two-thirds of the City Council.
> (2) A "minor amendment" to the General Plan may be processed throughout the year and/or in conjunction with a development application.

The City of San Luis General Plan 2020 sets out the criteria for major plan amendments at page 106. Here it states in applicable part:

> By State law, Major Amendments may only occur once per calendar year. The following criteria are to be used to determine whether a proposed amendment to the Land Use Element of the City of San Luis General Plan substantially alters the mixture or balance of land uses. A Major Amendment is any proposal that meets any one of these criteria:

> 1. Any change in a residential land use categories of 40 or more contiguous acres within the Planning Area to either another residential land use category or a non-residential land use category.
>
> **2. Any change in a non-residential land use category of 20 or more contiguous acres to a residential land use category.**
>
> 3. Any proposal that would amend the land use category of more than 80 acres within the Planning Area.
>
> 4. A General Plan text amendment, or modification or elimination or one or more of the goals or objectives contained in the Land Use Element of this General Plan that changes any goal or objective regarding residential densities, intensities or major roadway locations. [Emphasis added.]

By only requesting 18.74 acres of the larger parcel, it would appear that the applicant is trying to avoid the matter being processed as a major plan amendment, so as to avail itself of the minor plan amendment procedure. Major plan amendments can only be processed once a year. Minor amendments can proceed at any time. The concern is whether the applicant is trying to avoid the requirements and process of a major amendment by the subterfuge of several amendments of land less than 20 acres in size. If no further amendment of the larger parcel is ever requested, then no "subterfuge" of evading the purpose and requirements of ARS §9-461.06, in particular, A.R.S. §§9-461.06(D) and (E), the City Code, or the General Plan 2020 would occur. But if the amendment of the 18.74 acres is followed by a requested amendment of more land of the larger parcel, it would seem that such multiple requests for amendment are being done to evade or avoid the major plan amendment process.

The concept of "major plan amendment" and "minor plan amendment" with major plan amendments occurring only once a year and involving a special process was added to the Arizona Revised Statutes by a ballot measure known as "Growing Smarter" as put on the ballot by the Arizona State Legislature in the late 1990's. Arizona has always had in its law the requirement that zoning amendments must conform to the general plan. (A.R.S. §9-462.01(F)). However, occurring before Growing Smarter was what was derisively called the "Scottsdale Solution," i.e., first was an item on the agenda amending the general plan immediately followed by an item the rezoning the subject property. As a result, by such process, planning was reduced to being a meaningless matter. The purpose of allowing major amendments to occur only once a year was to make change difficult and give planning some true meaning and impact. As stated by the Arizona Legislature, one of the legislative purposes of Growing Smarter was; "that rezoning actions shall be more effectively guided by a community's general and

comprehensive plans." (URBAN PLANNING—GROWING SMARTER ACT, 1998 Ariz. Legis. Serv. Ch. 204 (H.B. 2361) (WEST).

It is important to note that while A.R.S. §9-461.06 limits the ability of a city to consider major plan amendments to a single annual occurrence, what is a "major amendment" versus a "minor amendment" is left to local regulation. Hence, the size differential of 20 acres was a 'line in the sand' established by City Council, not the State of Arizona. However, changing that text of the general plan would, itself, require a major plan amendment.

Arizona courts, as a matter of public policy, have long been critical of attempts to try and cleverly get around requirements of regulation. If something is considered a "subterfuge," it is illegal. For Arizona examples see SAL Leasing, Inc. v. State ex rel. Napolitano, 10 P.3d 1221 (Ariz. App. 1st Div. 2000) (sale/leaseback of vehicles subterfuge of laws providing consumer protection and were illegal); State ex rel. Goddard v. Phoenix Union High Sch. Dist. No. 210, 96 P.3d 220, 223 (Ariz. App. 1st Div. 2004) (school district early retirement plan not a subterfuge of ERISA); Schwarz v. City of Glendale, 950 P.2d 167, 170 (Ariz. App. 1st Div. 1997) (buying land to create a buffer zone not a subterfuge of zoning regulations); Molnar v. Indus. Commn. of Arizona, 687 P.2d 1285, 1288 (Ariz. App. 1st Div. 1984) (use of independent contractor's agreement an illegal subterfuge of workman's compensation contribution requirements) . Rathkopf's The Law of Zoning and Planning lists examples of where, in the planning and zoning context, courts have held as illegal, subterfuges where ". . . the rezoning of two or more parcels was merely a subterfuge to obscure the actual purpose of according special treatment to one particular landowner." § 41:7.Size and number of rezoned parcels—Number of parcels, 3 Rathkopf's The Law of Zoning and Planning § 41:7 (4th ed.).

If the intent is to pursue a residential use of a land 20 acres or more, but simply applying in multiple applications to evade or avoid the requirements surrounding major amendments to a general plan as required by Growing Smarter, then any such plan amendment and subsequent rezoning would be invalid. However, one will not know that unless multiple applications are, in fact, attempted. Today that has not yet occurred.

CONCLUSION

The present application for minor plan amendment qualifies under the standards for minor plan amendment since it is for a size less than 20 acres. But if more land from that larger parcel is requested by a subsequent application, any subsequent application

can only proceed as a major plan amendment since otherwise, the use of multiple applications would be an attempted subterfuge of the requirements of state and local regulation.

Planning and Zoning Commission

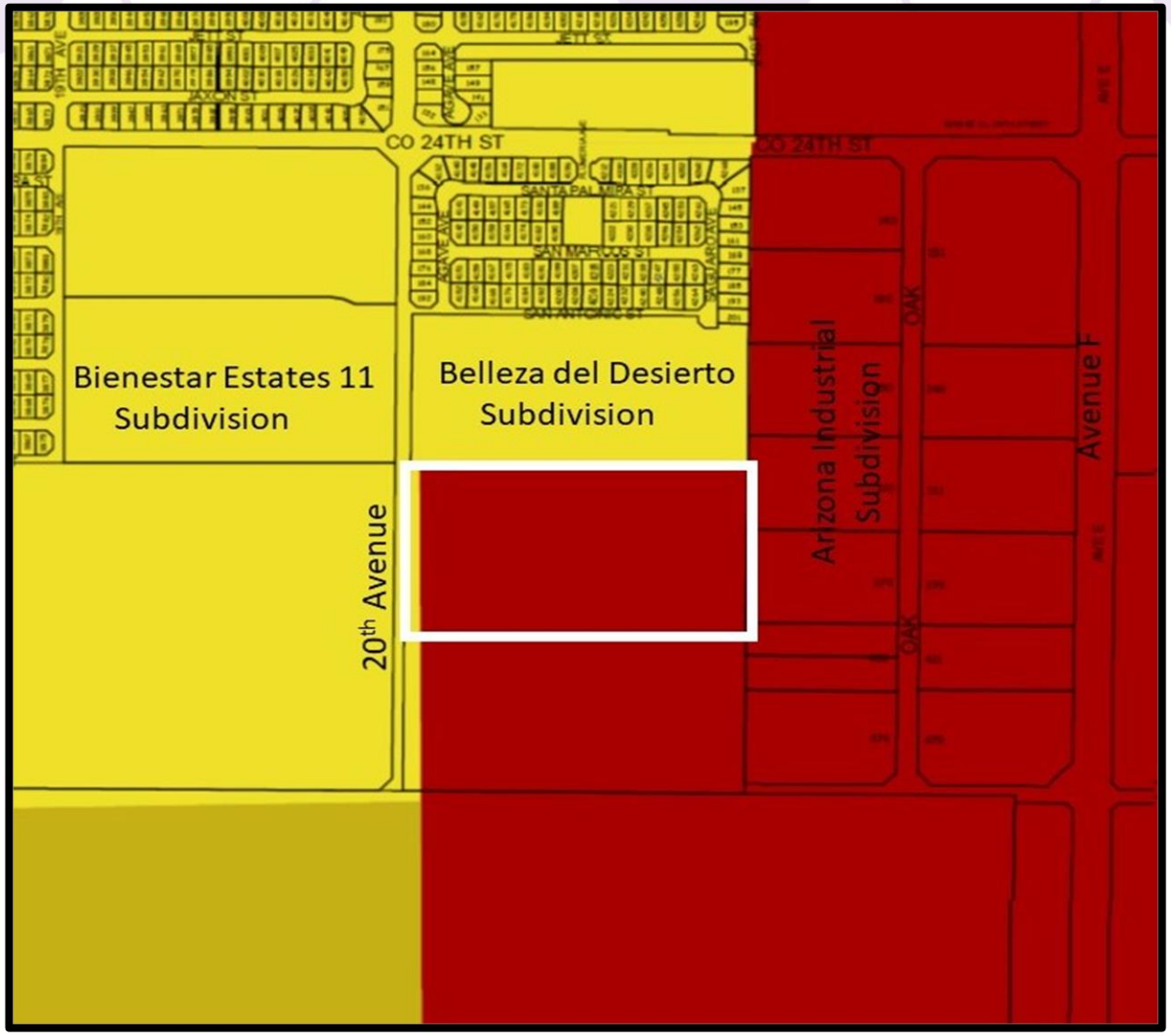
July 13, 2021

Minor Amendment Case 2021-0336

Request: To change the land use designation of a parcel 19.95 acres from Commercial (C) to Medium Density Residential (MDR). Assessor's Parcel 227-15-003, north half, located east of 20th Avenue and south of Belleza Del Desierto Phase 2 subdivision.

- The applicant is requesting the rezoning of the north half to R1-6 for the construction and development of a residential subdivision. (Rezoning Case No. 2021-0243).

Minor Amendment Case 2021-0336



Minor Amendment Case 2021-0336

Minor Amendment Case 2021-0336

Staff Recommendation:

Staff recommends approval of Minor Amendment Case No. 2021-0336.

Recommended Motion:

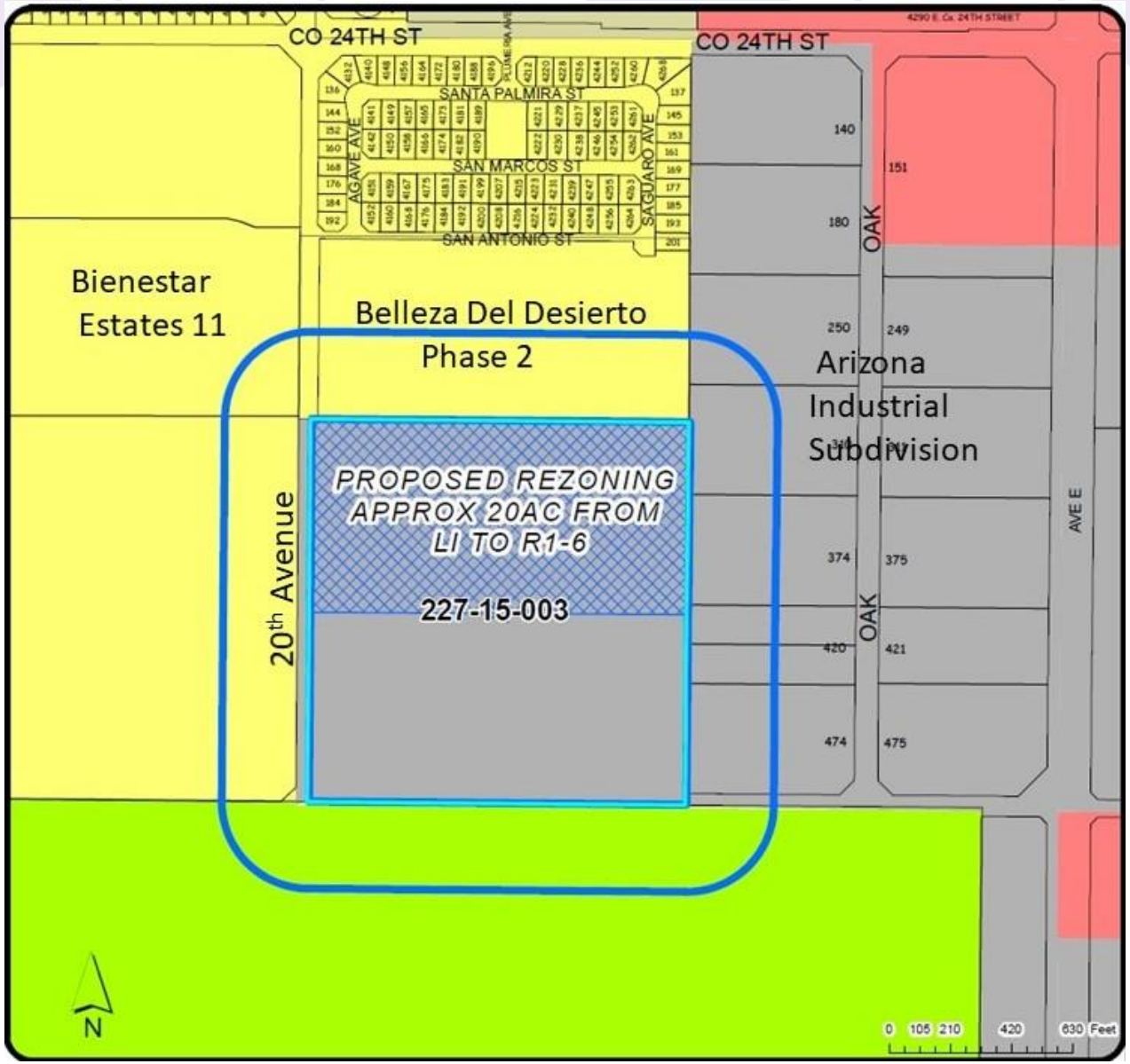
- I MOVE TO FORWARD MINOR AMENDMENT CASE NO. 2021-0336 TO CITY COUNCIL WITH RECOMMENDATION OF APPROVAL.

Rezoning Case No. 2021-0243

Request: To rezone of a parcel 19.95 acres from Light Industrial (LI) to Medium Density Residential (R1-6). Assessor's Parcel 227-15-003, north half, located east of 20th Avenue and south of Belleza Del Desierto Phase 2 subdivision.

The applicant is requesting the rezoning of the north half to R1-6 for the construction and development of a residential subdivision.

Rezoning Case No. 2021-0243



Rezoning Case 2021-0243

Rezoning Case No. 2021-0243

Staff Recommendation:

Staff recommends approval of Rezoning Case No. 2021-0243 with the following conditions of approval:

Recommended Motion:

- I MOVE TO FORWARD REZONING CASE NO. 2021-0243 TO CITY COUNCIL WITH RECOMMENDATION OF APPROVAL WITH THE FOLLOWING CONDITIONS OF APPROVAL:

Rezoning Case No. 2021-0243

CONDITIONS OF APPROVAL:

1. The owner/applicant shall submit a preliminary plat for approval in compliance with the City of San Luis subdivision regulations.

2. 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.

3. The owner/applicant shall dedicate appropriate right-of-way to the City along 20th Avenue (Avenue E ½) alignment in accordance with the standards for right-of-way as provided by the City General Plan. Dedication of said right-of-way shall occur at such time and in such manner as required by the City of San Luis subdivision regulations.

PLANNING & ZONING
AGENDA ITEM REVIEW FORM

Planning & Zoning Commission Meeting **4. B.**

Meeting Date: 07/13/2021

Submitted By: Fernando Villegas, Principal Planner, Planning & Zoning Department, Development Services

ITEM:

Public hearing followed by discussion and possible action on any and all matters regarding Rezoning Case No. 2021-0243. A request by Core Engineering Group LLC on behalf of Border Ranches II AZ LLC to rezone a parcel 19.95 acres from Light Industrial (L-I) to Medium Density Residential (R1-6). Assessor's Parcel 227-15-003, north half, located east of 20 th Avenue and south of Belleza Del Desierto Phase 2 subdivision.

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. 2021-0243

BACKGROUND:

Lot Split Case No. 2021-0275 has been approved to split the subject property into two new parcels. The applicant is requesting the rezoning of the north half to R1-6 for the construction and development of a residential subdivision. (Minor Amendment Case No. 2021-0336 presented previously).

The applicant submitted a Major Amendment application to change the land use designation of the south half from Commercial (C) to Medium Density Residential (MDR) (Major Amendment Case 2021-0337). The City of San Luis 2040 General Plan requires a major amendment for any change in a non-residential land use category of 20 or more contiguous acres to a residential land use category. If the Major Amendment is approved the applicant will request rezoning of the south half portion of the subject property to R1-6.

EXISTING CONDITIONS:

The subject property is zoned Light Industrial (L-I) as shown on the location map attached to this report.

Existing Zoning District

Light Industrial (LI): The industrial zoning districts are designed to provide a range of industrial land uses. The purpose of these districts is to provide for industrial development in locations which are suitable and appropriate, taking into consideration existing conditions, future land use needs, the availability of public services, the general public's health and safety, and the goals and objectives of the City of San Luis General Plan. It is intended that these districts accommodate a variety of uses including corporate offices and garden industrial land uses to warehousing and heavy manufacturing.

Proposed Zoning District

Medium Density Residential (R1-6): The purpose of these zoning districts is to provide for detached single residence development on urban sized lots in areas where adequate public facilities and services are available. The intent of these districts is to encourage a traditional neighborhood environment where

amenities and open space are provided more on a neighborhood basis rather than on the smaller individual lots. Lots of less than 6,000 square feet per dwelling unit shall not be permitted from and after March 1, 2016.

Existing Adjacent Zoning Districts.
To the north: R1-6 (Belleza del Desierto Residential Subdivision)
To the west R1-6 (Vacant Land)
To the south LI (South half of the subject property)
To the east LI (Southwest Arizona Industrial Subdivision)

CRITICAL ISSUES:
The developer must provide all the necessary improvements including road construction, water, wastewater and open space.

The subject property is located in an area where infrastructure can be expanded. Existing development in the area have provided access to the infrastructure needed for residential development. In addition, the City will initiate a regional circulation study to establish the need of traffic signals along the intersections of County 24 th Street and Avenue E and Avenue F.

Subdivisions in the Central Growth Area are served and connected by Avenue F and County 24th Street. Both arterial roads are not fully improved. However, the Public Works Department can request a traffic study for the proposed subdivisions in accordance with Ordinance 359 and 391. The traffic study will ensure that all the improvements necessary are done to provide connection to Cesar Chavez Boulevard and Avenue E.

The proposed subdivision will be located adjacent to an industrial subdivision to the east. Existing residential subdivisions located to the north, adjacent to industrial zoning, have provided a 20' buffer non-buildable easement to separate future industrial uses from the proposed residential subdivision.

GENERAL PLAN:
The existing land use category for the subject property is Commercial (C), a minor general plan amendment (Minor General Plan Amendment Case No. 2021-0336) is being processed to change the land use designation to Medium Density Residential (MDR).

The approval of the minor amendment will allow the applicant to rezone the north half of the subject property to Medium Density Residential (R1-6) to allow a residential subdivision. The subject property is located inside the Central Growth Area identified in the 2040 General Plan.

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 (5-17-2021)

As required by State Statute, staff sent notification letters to property owners within 300 feet of the proposed project (7 letters).

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

CITIZEN REVIEW MEETING:
As required by State Statute and the City Code, a Citizen Review meeting was held at the City Hall on June 1, 2021 at City Hall Council Chambers at 6:00 p.m. 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 present or connected via Zoom.

SUMMARY:

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

Staff recommends approval of Rezoning Case No. 2021-0243 subject to the following conditions:

1. The owner/applicant shall submit a preliminary plat for approval in compliance with the City of San Luis subdivision regulations.
2. 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.
3. The Owner/applicant shall dedicate appropriate right-of-way to the City along 20th Avenue (Avenue E ½) alignment in accordance with the standards for right-of-way as provided by the City General Plan. Dedication of said right-of-way shall occur at such time and in such manner as required by the City of San Luis subdivision regulations.

RECOMMENDED MOTION:

I MOVE TO FORWARD REZONING CASE NO. 2021-0243 TO CITY COUNCIL WITH RECOMMENDATION OF APPROVAL SUBJECT TO CONDITIONS AS PRESENTED BY STAFF.

Attachments

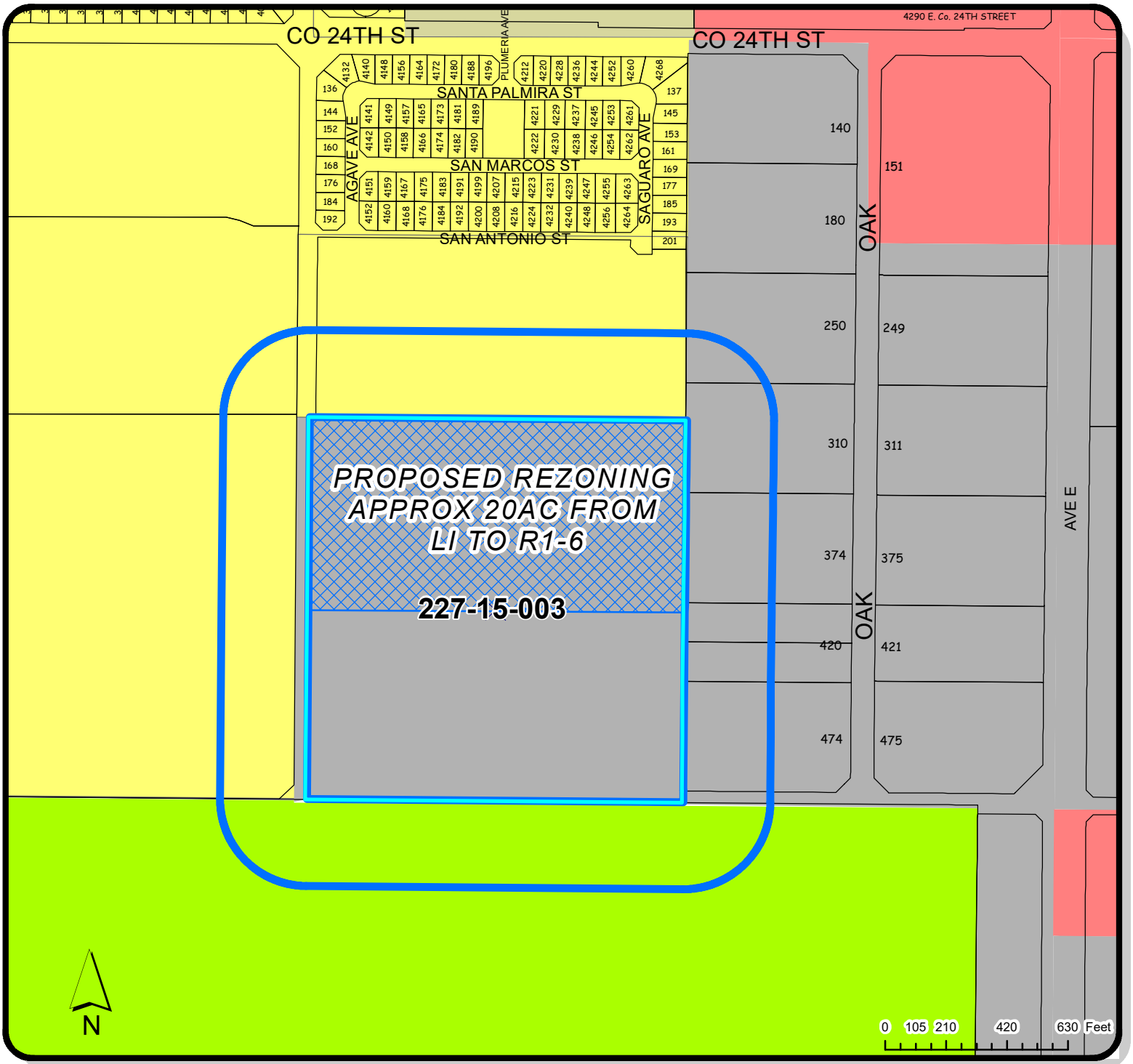
Location Map

Narrative

Lot Split

Staff Report

Presentation



LOCATION MAP

REZONING

LOCATION OF SUBJECT PROPERTY

NORTH HALF OF PARCEL 227-15-003

300ft Notification Area

Zoning

SINGLE RESIDENCE ZONING DISTRICTS
R1-8
COMMERCIAL ZONING DISTRICTS
C-2
SINGLE RESIDENCE ZONING DISTRICTS
RA-10
INDUSTRIAL ZONING DISTRICTS
LI

CASE #
2021-0243

DATE:
4/5/2021

PLANNING & ZONING

CITY OF SAN LUIS, AZ INC. 1979

GIS

CREATED BY:
ISAAC GUTIERREZ

CHECKED BY:
ROMAN PACHECO

APPROVED BY:
JOSE A. GUZMAN

Core Engineering Group, PLLC
200 E. 16th Street, Suite # 150
Yuma, Arizona 85364

voice 928-344-5931
fax 928-344-5932
***.CoreEngineeringGroup.com

MEMORANDUM

Date: March 19, 2021
Revised March 30, 2021

To: City of San Luis
Department of Development Services

From: Douglas J. Nicholls, PE, RLS

Re: Rezoning Application for the North Half of Parcel 227-15-003;
North Half of the SW 1/4 of the NE 1/4 of Section 15, T11S, R24W
Avenue E-1/2 & County 24-1/2 Street, San Luis, AZ.

The owner is proposing to develop the north half of the lot APN 227-15-003 into R-1-6 residential subdivision. This request represents the north 20-acres of the 40-acre lot. This matches the recent subdivision development on the land adjacent to the north of this parcel. The owner has also engaged Core to prepare a lot split map of the overall parcel to isolate the north 20-acres. This will be submitted to the City of San Luis soon for review and approval.

The current status of the parcel is a native desert, undeveloped parcel with LI zoning. The request to change zoning to R-1-6 is in conformance with the 2020 City of San Luis General Plan designation of "Medium Density Residential". Attached is an exhibit of the proposed rezoning.

N1/4 CORNER
SEC 15, T11S, R24W
FOUND 1/2" REBAR
WITH OBLITERATED CAP
NE CORNER
SEC 15, T11S, R24W
FOUND BRASS CAP
IN HANDHOLE
2.5' BELOW GRADE
COUNTY 24TH STREET
S 89°30'45" E 2641.84'(M) S 89°30'53" E 2641.815'(R1)
1320.92'(C)
1320.92'(C)
55.01' (C)
EX. 55' ROW
PER (R1)
EX. 40' ROW
PER (R2)
BELLEZA DEL DESIERTO
PHASE 1
NOT A PART
APN 227-15-018
NOT A PART
APN 227-15-006
NOT A PART
APN 227-15-017
NOT A PART
1265.23'(C)
1320.23'(C)
N 00°03'04" W 2640.12'(R2)
1320.05' (C)
APN 227-15-024
NOT A PART
APN 227-15-016
NOT A PART
APN 227-15-007
NOT A PART
S 00°27'17" W 2640.47'(C)
SET MAG NAIL
WITH WASHER "LS48679"
IN WALL FOOTING
N 00°26'59" E 2640.12'(R1)
S 89°30'17" E 1320.78'(C)
S 89°30'25" E 1320.78'(R1)
APN 227-15-015
NOT A PART
APN 227-15-008
NOT A PART
AVENUE E 1/2
AVENUE E
N 00°27'40" E 2640.03'(M & R1) (BASIS OF BEARING)
PARCEL A
NET AREA = 869,106.95 SF
19.9520 ACRES
FEE#2006-39219
PARCEL 2
NEW 40'
ROW TO BE
DEDICATED TO THE
CITY OF SAN LUIS
AT THE RECORDATION
OF THIS MAP
APN 227-15-022
660.12' (C)
S 00°27'19" W 2640.48'(R1)
APN 227-15-014
NOT A PART
APN 227-15-009
NOT A PART
N 00°26'54" E 2640.11'(M)
660.03' (C)
S 89°30'03" E 1320.70' (C)
1320.43'(R1)
APN 227-15-020
NOT A PART
APN 227-15-010
NOT A PART
50' X 50' SIGHT DISTANCE
RIGHT-OF-WAY TRIANGLE
TO BE DEDICATED TO THE
CITY OF SAN LUIS AT THE
RECORDATION OF THIS MAP
SET MAG NAIL
WITH WASHER "LS48679"
IN WEST WALL FACE
1320.24'(M)
APN 227-15-021
NOT A PART
FOUND BENT 1/2" REBAR
WITH CAP "LS 16928"
0.3' ABOVE GRADE
OF CALCULATED POSITION
POINT NOT ACCEPTED
PARCEL B
NET AREA = 871,736.06 SF
660.12' (C)
APN 227-15-012
NOT A PART
APN 227-15-011
NOT A PART
NEW 40'
ROW TO BE
DEDICATED TO THE
CITY OF SAN LUIS
AT THE RECORDATION
OF THIS MAP
FOUND BENT 1/2" REBAR
WITH OBLITERATED CAP
0.59' WEST AND 0.28' NORTH
OF CALCULATED POSITION
POINT NOT ACCEPTED
W1/4 CORNER
SEC 15, T11S, R24W
FOUND
BRASS CAP STEM
1.0' BELOW GROUND
S 89°29'49" E 2644.91' (M)
1320.63'(C) 1320.645'(R1)
1320.63'(C) 1320.645'(R1)
N 89°29'48" W 2641.26'(M) N 89°29'58" W 2641.29'(R1)
COUNTY 24 1/2 STREET
C1/4 CORNER
SEC 15, T11S, R24W
FOUND 1/2" REBAR
SET BRASS CAP
IN HANDHOLE PER
CITY OF YUMA STANDARD
DRAWINGS 4-020 AND 4-030
E1/4 CORNER
SEC 15, T11S, R24W
FOUND 3" BRASS CAP 2008
"LS16810" IN HANDHOLE
N00°03'04"E 2641.97'(R2)
N00°26'41"E 2641.91'(M)
S1/4 CORNER
SEC 15, T11S, R24W
1.0' ABOVE GROUND

Staff Report

Planning and Zoning Commission

July 13, 2021

Rezoning Case 2021-0243:

REQUEST: To rezone a parcel 19.95 acres from Light Industrial (LI) to Medium Density Residential (R1-6). Assessor's Parcel 227-15-003, north half, located east of 20th Avenue and south of Belleza Del Desierto Phase 2 subdivision.

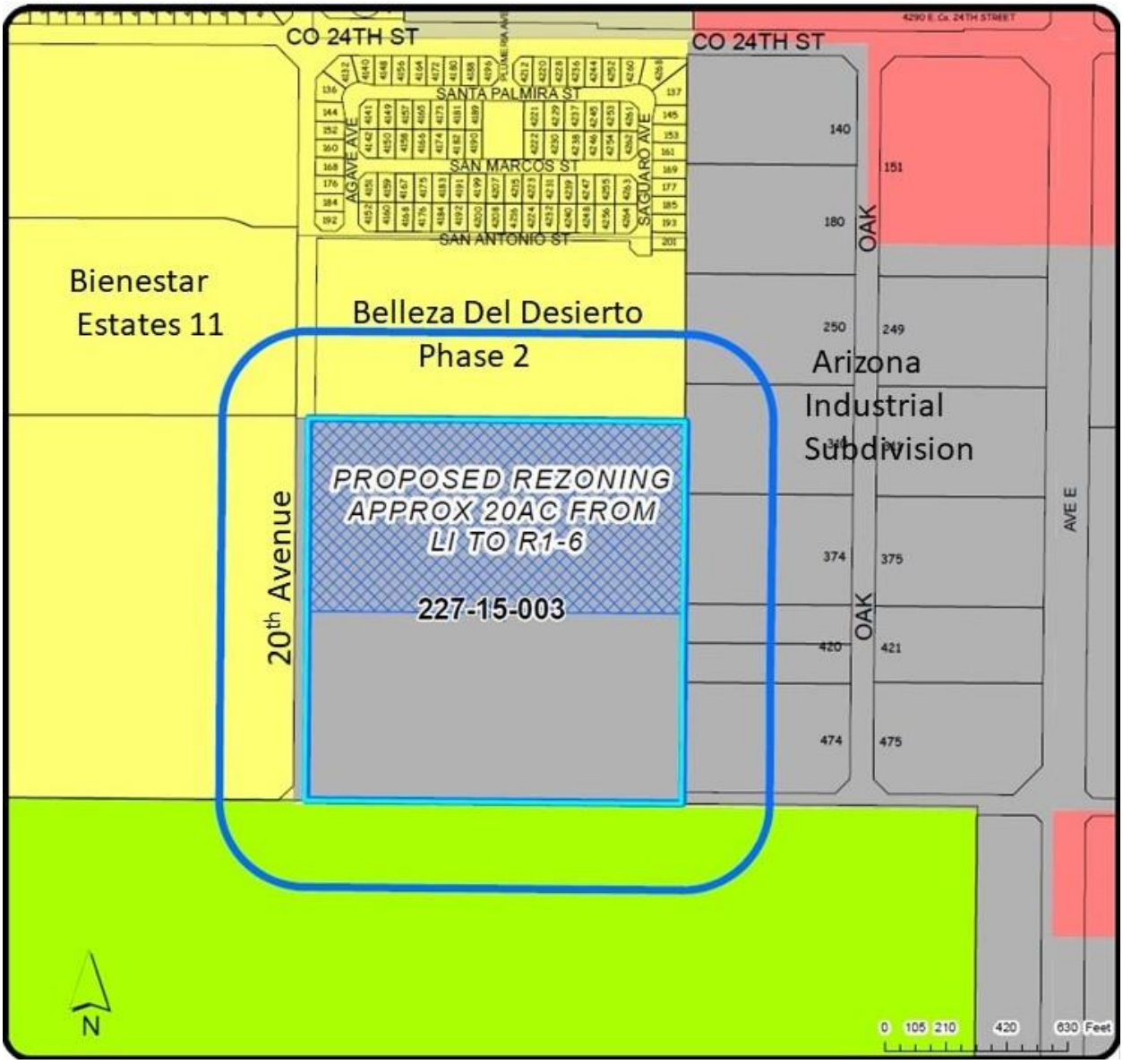
APPLICANT: Core Engineering Group LLC. On behalf of Border Ranches II AZ LLC.

DIRECTIONS: The subject property is located on the southeast corner of 20th Avenue and south of Bella Del Desierto Phase 2 subdivision.

BACKGROUND: Lot split case no. 2021-0275 has been approved to split the subject property into two new parcels. The applicant is requesting the rezoning of the north half to R1-6 for the construction and development of a residential subdivision. (Minor Amendment Case No. 2021-0336 presented previously).

The applicant submitted a Major Amendment application to change the land use designation of the south half from Commercial (C) to Medium Density Residential (MDR) (Major Amendment Case 2021-0337). The City of San Luis 2040 General Plan requires a major amendment for any change in a non-residential land use category of 20 or more contiguous acres to a residential land use category. If the Major Amendment is approved the applicant will request rezoning of the south half portion of the subject property to R1-6.

EXISTING CONDITIONS: The subject property is zoned Light Industrial as shown on the zoning map below.



Existing Zoning Map

Existing Zoning District

<u>Light Industrial (LI):</u> The industrial zoning districts are designed to provide a range of industrial land uses. The purpose of these districts is to provide for industrial development in locations which are suitable and appropriate, taking into consideration existing conditions, future land use needs, the availability of public services, the general public's health and safety, and the goals and objectives of the City of San Luis General Plan. It is intended that these districts accommodate a variety of uses including corporate offices and garden industrial land uses to warehousing and heavy manufacturing.

Proposed Zoning District

Medium Density Residential (R1-6): The purpose of these zoning districts is to provide for detached single residence development on urban sized lots in areas where adequate public facilities and services are available. The intent of these districts is to encourage a traditional neighborhood environment where amenities and open space are provided more on a neighborhood basis rather than on the smaller individual lots. Lots of less than 6,000 square feet per dwelling unit shall not be permitted from and after March 1, 2016.

Existing Adjacent Zoning Districts.

To the north: R1-6 (Belleza del Desierto Residential Subdivision)

To the west R1-6 (Vacant Land)

To the south LI (South half of the subject property)

To the east LI (Arizona Industrial Subdivision)

CRITICAL ISSUES:

The developer must provide all the necessary improvements including road construction, water, wastewater and open space.

The subject property is located in an area where infrastructure can be expanded. Existing development in the area have provided access to the infrastructure needed for residential development. In addition, the City will initiate a regional circulation study to establish the need of traffic signals along the intersections of County 24th Street and Avenue E.

Subdivisions in the Central Growth Area are served and connected by Avenue E and County 24th Street. Both arterial roads are not fully improved. However, the public works department can request a traffic study for the proposed subdivisions in accordance with Ordinance 359 and 391. The traffic study will ensure that all the improvements necessary are done to provide connection to Cesar Chavez Boulevard and Avenue E.

The proposed subdivision will be located adjacent to an industrial subdivision to the east. Existing residential subdivisions located to the north, adjacent to industrial zoning, have provided a 20’ buffer non-buildable easement to separate future industrial uses from the proposed residential subdivision and development standards in the industrial zoning district require a 25 feet rear yard setback for industrial properties located adjacent to residential development.

COMMENTS/NOTIFICATIONS:

June 1st Citizen Review Meeting Comments: None

Yuma County Airport Authority

"The property is located near Rolle Airfield where aviation activities are 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."

Staff sent notification letters to property owners within 300 feet of the proposed project (7 letter).

STAFF RECOMMENDATION:

Staff recommends approval of this request.

RECOMMENDED MOTION:

I MOVE TO FORWARD REZONING CASE NO. 2021-0243 TO CITY COUNCIL WITH RECOMMENDATION OF APPROVAL WITH THE FOLLOWING CONDITIONS OF APPROVAL.

Conditions of Approval

1. The owner/applicant shall submit a preliminary plat for approval in compliance with the City of San Luis subdivision regulations.

2. 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.

3. The Owner/applicant shall dedicate appropriate right-of-way to the City along 20th Avenue (Avenue E ½) alignment in accordance with the standards for right-of-way as provided by the City General Plan. Dedication of said right-of-way shall occur at such time and in such manner as required by the City of San Luis subdivision regulations.

Staff Report Prepared by:

Fernando Villegas
Principal Planner

Staff Report Reviewed by:

Jose A. Guzman
Planning Director

Planning and Zoning Commission

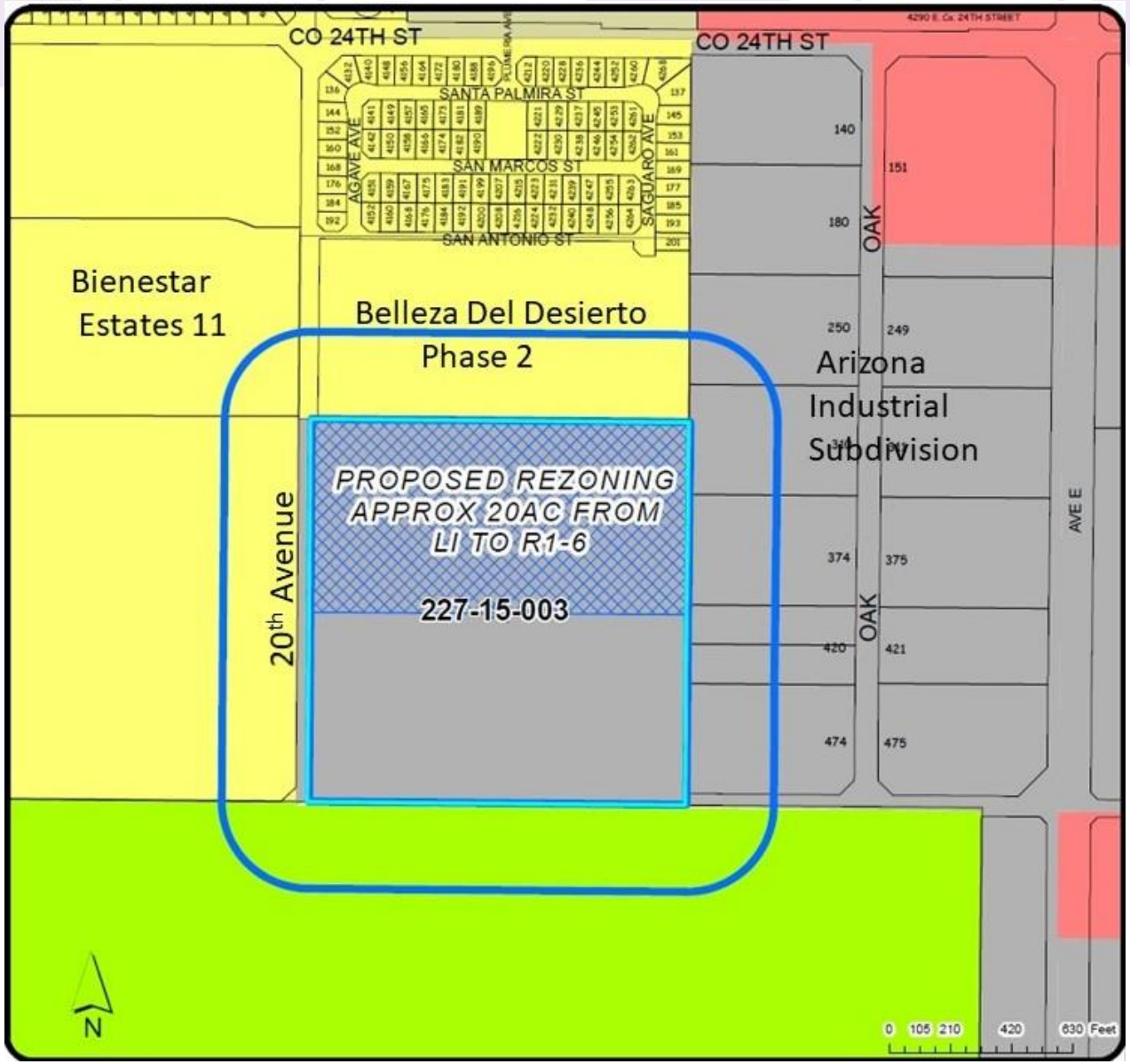
July 13, 2021

Rezoning Case No. 2021-0243

Request: To rezone of a parcel 19.95 acres from Light Industrial (LI) to Medium Density Residential (R1-6). Assessor's Parcel 227-15-003, north half, located east of 20th Avenue and south of Belleza Del Desierto Phase 2 subdivision.

The applicant is requesting the rezoning of the north half to R1-6 for the construction and development of a residential subdivision.

Rezoning Case No. 2021-0243



Rezoning Case 2021-0243

Rezoning Case No. 2021-0243

Staff Recommendation:

Staff recommends approval of Rezoning Case No. 2021-0243 with the following conditions of approval:

Recommended Motion:

- I MOVE TO FORWARD REZONING CASE NO. 2021-0243 TO CITY COUNCIL WITH RECOMMENDATION OF APPROVAL WITH THE FOLLOWING CONDITIONS OF APPROVAL:

Rezoning Case No. 2021-0243

CONDITIONS OF APPROVAL:

1. The owner/applicant shall submit a preliminary plat for approval in compliance with the City of San Luis subdivision regulations.

2. 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.

3. The owner/applicant shall dedicate appropriate right-of-way to the City along 20th Avenue (Avenue E ½) alignment in accordance with the standards for right-of-way as provided by the City General Plan. Dedication of said right-of-way shall occur at such time and in such manner as required by the City of San Luis subdivision regulations.

PLANNING & ZONING
AGENDA ITEM REVIEW FORM

Planning & Zoning Commission Meeting **5. A.**

Meeting Date: 07/13/2021

Submitted By: Fernando Villegas, Principal Planner, Planning & Zoning Department, Development Services

ITEM:

Discussion and possible action on any and all matters regarding Subdivision Case No. 2021-0418P. A request by Core Engineering Group. PLLC., on behalf of the Greater Yuma Port Authority for the Magrino Industrial Park Unit 4 preliminary plat. The property is located south of County 25th street between Avenue E and Avenue D in San Luis, Arizona.

A. Staff presentation
B. Action on Subdivision Case No.2021-0418P

BACKGROUND:

This subdivision will contain approximately 86.30 acres and will consist of 12 industrial lots. The lots range in size from approximately 2 to 14 acres. Assessor's Parcel Number 227-23-048.

Magrino Industrial Park is located south of County 25th Street east of the commercial port of entry and the ADOT Inspection Station. Final plats have been approved for the Magrino Industrial Park Units 1, 2 and 3 located north from this proposed subdivision. The final plat for unit 1 was approved by City Council on February 8. 2012. The final plat for unit 2 was approved on March 25, 2015 and the final plat for unit 3 was approved on February 26, 2020.

As part of the fial plat for unit 1 of the Magrino Industrial Park Improvement Districts were approved by resolution on March 14, 2012 for the whole Magrino Industrial Park subdivision:

- Resolution No. 964- Community Facility District
- Resolution No. 965- Enhanced Municipal Service District
- Resolution No. 966- Street Lighting Improvement District

Recently, A Development Agreement was approved by Resolution No. 2159 to phase the development of Magrino Industrial Park Unit 3. For the development of Magrino Industrial Park Unit 4 all the phases of Unit 3 will be completed.

General Plan

The land use map in the 2040 City of San Luis General Plan designates this area as Employment (EMP). This land use category is intended to provide areas with a focus on creating jobs to serve the community including warehouses, distribution centers, business parks, corporate centers, research and development facilities, light industrial, and heavy industrial uses. Access to this new phase is from Port Authority Avenue and from Avenue D. The subject property is zoned Light Industrial.

ANALYSIS:

All the phases for Magrino Industrial Park Unit 3 must be completed for the development of this proposed subdivision in accordance with Resolution No. 2159.

SUMMARY:

The applicant has provided the information and materials necessary for review of the preliminary plat for the Magrino Industrial Park unit 4 subdivision.

Staff recommends approval of this preliminary plat with the condition that the applicant addresses review comments letter dated July 8, 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 THE APPLICANT ADDRESSES REVIEW COMMENT LETTER DATED JULY 8, 2021.

Attachments

Staff Report
Review Comment Letter
Location Map
Development Agreement Unit 3
Preliminary Plat
YCAA Comment Letter
Presentation

Staff Report

Planning and Zoning Commission

July 13, 2021

Subdivision Case 2021-0418P:

REQUEST: For preliminary plat approval regarding the Magrino Industrial Park Unit No. 4. This subdivision consists of approximately 86.30 acres and will contain 12 industrial lots. The lots range in size from approximately 2 to 14 acres. Assessor's Parcel Number 227-23-048.

APPLICANT: Core Engineering Group LLC. On behalf of Greater Yuma Port Authority

DIRECTIONS: The subject property is located south of County 25th Street between Avenue E and Avenue D.

BACKGROUND: Magrino Industrial Park is located south of County 25th Street east of the commercial port of entry and the ADOT Inspection Station. Final plats have been approved for the Magrino Industrial Park Units 1, 2 and 3 located north from this proposed subdivision. The final plat for unit 1 was approved by City Council on February 8. 2012. The final plat for unit 2 was approved on March 25, 2015 and the final plat for unit 3 was approved on February 26, 2020.

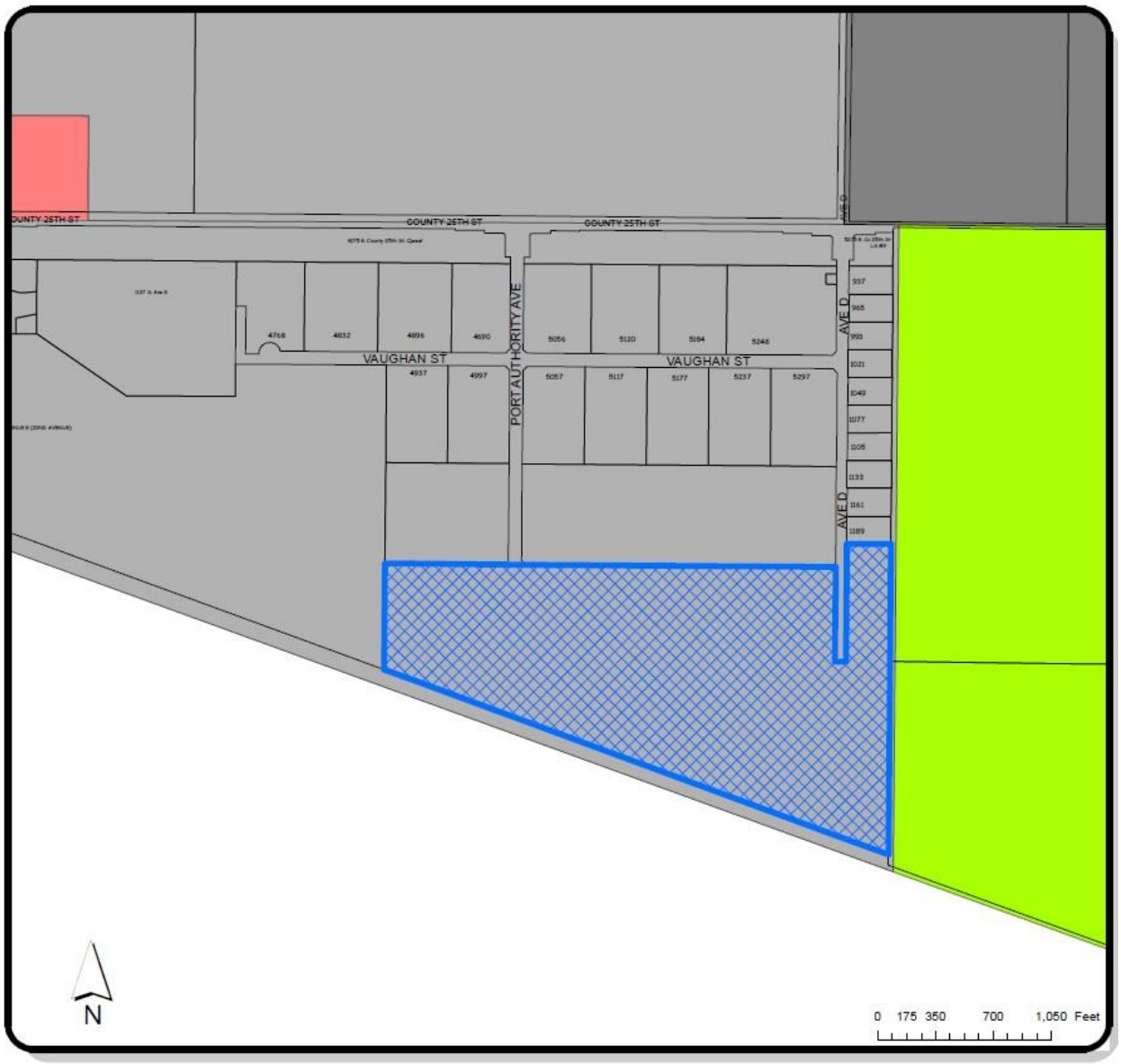
As part of the final plat for unit 1 of the Magrino Industrial Park, Improvement Districts were approved by resolution on March 14, 2012 for the entire Magrino Industrial Park subdivision:

- Resolution No. 964- Community Facility District
- Resolution No. 965- Enhanced Municipal Service District
- Resolution No. 966- Street Lighting Improvement District

Recently, A Development Agreement was approved by Resolution No. 2159 to phase the development of Magrino Industrial Park Unit 3. For the development of Magrino Industrial Park Unit 4 all the phases of Unit 3 will be completed.

EXISTING CONDITIONS: This subdivision consist of approximately 86.30 acres and will contain 12 industrial lots. The lots range in size from approximately 2 to 14 acres in size.

Access to the proposed subdivision is from Port Authority Avenue and from Avenue D. The subject property is zoned Light Industrial as shown on the zoning map below.



Existing Zoning Map

Existing Zoning District

<u>Light Industrial (LI):</u> The industrial zoning districts are designed to provide a range of industrial land uses. The purpose of these districts is to provide for industrial development in locations which are suitable and appropriate, taking into consideration existing conditions, future land use needs, the availability of public services, the general

public's health and safety, and the goals and objectives of the City of San Luis General Plan. It is intended that these districts accommodate a variety of uses including corporate offices and garden industrial land uses to warehousing and heavy manufacturing.

General Plan

The land use map in the 2040 City of San Luis General Plan designates this area as Employment (EMP). This land use category is intended to provide areas with a focus on creating jobs to serve the community including warehouses, distribution centers, business parks, corporate centers, research and development facilities, light industrial, and heavy industrial uses.

CRITICAL ISSUES:

All the phases for Magrino Industrial Park Unit 3 must be completed for the development of this proposed subdivision.

COMMENTS/NOTIFICATIONS:

Yuma County Airport Authority

"The property is located near Rolle Airfield where aviation activities 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."

STAFF RECOMMENDATION:

Staff recommends approval of this request for the Preliminary Plat for Magrino Industrial Park Unit No. 4 with the condition that the applicant addresses review comment letter dated JULY 8, 2021.

RECOMMENDED MOTION:

I MOVE TO APPROVE THE PRELIMINARY PLAT WITH THE CONDITION THAT THE APPLICANT ADDRESSES REVIEW COMMENT LETTER DATED JULY 8, 2021.

Staff Report Prepared by:

Fernando Villegas
Principal Planner

Staff Report Reviewed by:

Jose A. Guzman
Planning Director

City of San Luis

Planning and Zoning Department

Development Services · GIS · Building Safety · Code Enforcement

July 8, 2021

Core Engineering Group, PLLC
200 E. 16th Street, Suite 150
Yuma, AZ 85364

Re: Subdivision Case No. 2021-0418P and 2021 0419F-Magrino Industrial Park Unit 4 Subdivision

City staff has reviewed the Preliminary and Final Plat and staff has the following comments:

City Engineer:

Preliminary Plat and Final Plat –

1. Show survey monuments to be set at all corner of the subdivision boundary.
2. Note on plat calls out "Ex 15' APS Easement per Fee 2008-31671 abandoned by separate instrument." And also shows "proposed 15' APS easement by separate easement." These easements should be abandoned and created prior to recordation of this plat and the fee numbers of the recorded documents shown (and if the existing easement is abandoned, it does not need to be shown on the plat.)
3. Magrino Unit 3 dedicated right-of-way at the end of Port Authority Avenue for a future knuckle that will not be constructed (Unit 3 Plat, Lines 10 and 11 and Curve 1.) Abandon un-needed right-of-way and replace with utility easements.
4. Avenue D right-of-way includes ex. 66' road easement per R2 – County Road Map 3856. This is shown ending at County 25-1/2 Street. Is this correct? (Map 3856 could not be located.) Or does 66' right-of-way extend across lot 10 and to the border and therefore need to be partially abandoned?
5. Correct callout on the east side of Lot 7 that reads "New 15 foot Drainage Easement Abandoned by Separate Easement." Add 15' drainage easement to the west sides of lots 8 and 9 (callout reads only 'New 15' Front Yard Setback.")
6. Provide 1' Non-Access Easements around perimeter of subdivision as needed. Will access be allowed from lots 2, 10, 11 and 12 to 90' USBP easement? If not, included non-access easement to the north of this.
7. Provide title report and CC&R's.

Improvement Plans –

General –

1. It is noted, similar to previous Units, that the perimeter wall around this subdivision will be constructed by individual lot owners.

Roadway Plans -

1. General Note. Roads shall be sufficiently above adjacent lots such as to allow stormwater runoff to drain to adjacent lots. In areas where the roadway grades are lower than the existing lots,

sufficient grading on the lots shall be provided to intercept and store runoff from the roadway. Detail such areas as needed on the plans.

Water and Sewer Plans -

1. Delete air release valves on Port Authority Avenue and on County 25th Street (water meters should provide sufficient air release.)
2. Clarify note at MH#3 on Avenue D that "MH Not Needed." (Perhaps an as-built note from Unit 3?)
3. Submit ADEQ approval to construct.

Drainage Report –

1. Revise "Design Philosophy" Section to state that runoff from roadway is designed to be retained within the 80' road right-of-way (it is to be retained on the adjacent lots.)
2. Volume of roadway runoff to be retained is the 100-year, 1-hour storm runoff, 2.25" – YCPW standards 3.2.7, Individual Parcel Retention, with road right-of-way considered a part of the individual parcel area. (Volume does not need to be maintained in the 15' drainage easement, it can fully flow onto the adjacent lots – drainage easement is primarily for City enforcement of the lots accepting roadway drainage.)

Planning and Zoning Department:

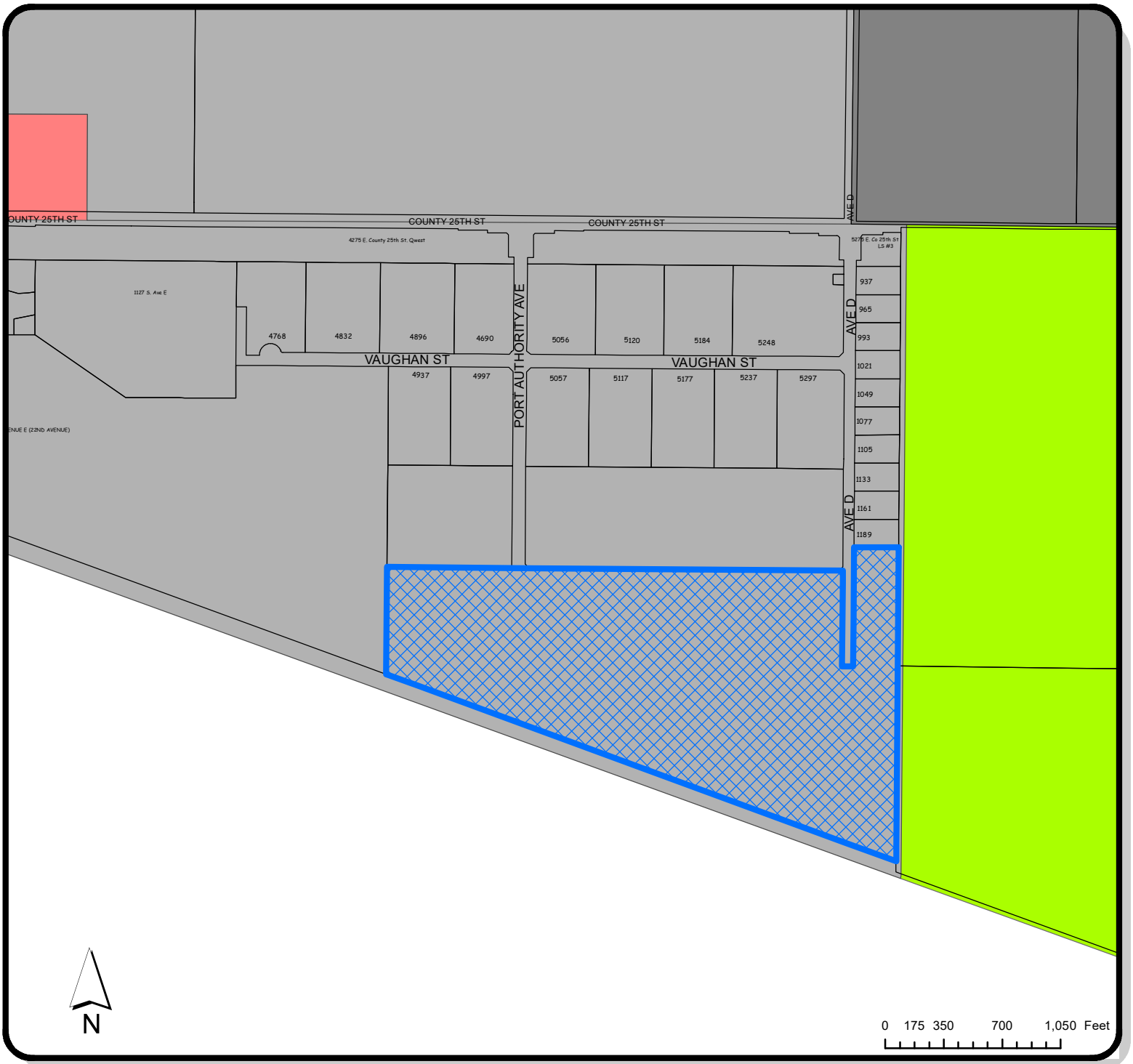
1. All the phases for Magrino Industrial Park Unit 3 must be completed in accordance with Resolution 2159 as part of the development of Magrino Industrial Park Unit 4.

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,

Fernando Villegas
Principal Planner



LOCATION OF SUBJECT PROPERTY

PARCEL: 22723048

LOCATION MAP

Zoning

INDUSTRIAL ZONING DISTRICTS
- LI
- HI

SINGLE RESIDENCE ZONING DISTRICTS
- RA-10

COMMERCIAL ZONING DISTRICTS
- C-2

SUBDIVISION

CASE #
2021-0419F

DATE:
6/9/2021

PLANNING & ZONING

CITY OF SAN LUIS, AZ INC. 1979

GIS

CREATED BY:
ISAAC GUTIERREZ

CHECKED BY:
ROMAN PACHECO

APPROVED BY:
JOSE A. GUZMAN

2021-15917 RESOLUTION
04/27/2021 04:18:05 PM Pages: 14 Fees: $15.00
Requested By:CITY OF SAN LUIS
Recorded By: arios
Robyn Stallworth Pouquette 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. 2159
Development Agreement with Greater Yuma Port Authority to phase the development of Magrino Industrial Park, Unit 3.

Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No. 2159

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA AUTHORIZING AND DIRECTING THE ENTERING INTO A DEVELOPMENT AGREEMENT WITH THE GREATER YUMA PORT AUTHORITY TO PHASE THE DEVELOPMENT OF MAGRINO INDUSTRIAL PARK, UNIT 3.

BE IT RESOLVED by the Mayor and City Council of the City of San Luis, Arizona:

Section 1. It is deemed in the best interest of the City of San Luis and its residents that the city enter into a development agreement with the Greater Yuma Port Authority to phase development of Magrino Industrial Park, Unit 3,

Section 2. A true copy of the development agreement, Exhibit 1 including its Exhibit A, are incorporated herein as though set forth again in full.

Section 3. City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this resolution.

Section 5. The San Luis City Clerk and the City Clerk's designees are authorized and directed to deliver this Intergovernmental Agreement to the Greater Yuma Port Authority and to maintain a fully executed Intergovernmental Agreement in the official files of the City Clerk.

PASSED, ADOPTED and APPROVED by the Mayor and City Council of the City of San Luis, Yuma County, Arizona this 24th day of March 2021.

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

Exhibit 1

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "**Agreement**" or "**Development Agreement**") is entered into as of 24th day of March 2021 ("**Effective Date**") by and between the City of San Luis, an Arizona municipal corporation (the "**City**") and Greater Yuma Port Authority, Inc., an Arizona non-profit corporation, (the "**Owner**"). This Agreement is entered into pursuant to City Resolution Number 2159

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, Greater Yuma Port Authority, Inc., Owner, owns property located in the municipal limits of the City and is currently developing a subdivision known as Magrino Industrial Park Unit 3 (the "**Property**"), and

C. WHEREAS, the Owner has requested to phase development of Magrino Industrial Park Unit 3 and provide for certain conditions and timing of development of infrastructure for said subdivision; and

D. WHEREAS, the City's governing body has authorized the execution of this Agreement by Resolution No. 2159.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

ARTICLE 1. DEFINITIONS

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

1.1. Certificate of Completion as used in this Agreement shall mean a final written acceptance of the completed and inspected project issued by the Public Works Department. A Certificate of Completion will not be issued until the entire project is completed in conformance with this Agreement and accepted by the City.

1.3. Owner shall mean and refer to Greater Yuma Port Authority, Inc., an Arizona non-profit corporation and any successor in ownership.

1.4. Improvements shall mean and refer to all public and private improvements which may be constructed from time to time on the Property, including, without limitation, all roads, driveways, water mains, wastewater mains, walls, landscaping and other infrastructure or utility 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.

1.5. Property, as used in this Agreement, shall mean and refer to all of the real property, which is legally described as Magrino Industrial Park Unit 3 and shown the subdivision plat, which is part of Exhibit A.

ARTICLE 2. DEVELOPMENT PLAN

2.1. Duration of Development Agreement. The term of this Agreement shall be for a period of five (5) years from the date of execution.

2.2. Failure of Timely Performance. In the event that either party hereto fails to perform any of its obligations which are set forth in or contemplated by this Agreement in a timely manner, and should such failure not otherwise be excused by agreement of the parties or by the terms of this Agreement, such failure shall be considered to be a breach of this Agreement and the non-breaching party shall have their respective remedies set forth in Section 5.3 of this Agreement.

2.3. Approval and Processing of Plans. The City hereby acknowledges and agrees that development of the Property may occur over time and will require the City's ongoing participation in the review and approval of modifications and amendments to any site plans, infrastructure plans, drainage plans, design plans, grading permits, building permits, archaeological and historic preservation review and disposition, and other plans, permit applications and inspections which are a part of the City's building and development requirements (hereinafter collectively called "**Approval Requests**"). The City approves the phasing of the development of the Property as shown on Exhibit A and agrees that Magrino Industrial Park Unit 3 can be built by Owner in accordance with phasing as shown on Exhibit A. Each phase will be considered its own project and will be approved as though that phase were its own subdivision, and financial assurances for each phase may be posted separately and dealt with separately. The financial assurances for each phase may be posted by and subject to an agreement for financial assurances. The current agreement for financial assurances shall be considered modified to conform to the provisions of this Development Agreement.

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

assurances. The current agreement for financial assurances shall be considered modified to conform to the provisions of this Development Agreement.

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

ARTICLE 3. INDEMNIFICATION

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

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. 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.

3.3. 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 on litigation during which time the parties agree to attempt to settle the dispute by nonbinding mediation before commencement of litigation. In the event that the parties cannot agree upon

the selection of a mediator within seven (7) days, either party may request the presiding judge of the Superior Court of Yuma County to assign a mediator from a list of mediators maintained by the Arizona Municipal Risk Retention Pool.

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

ARTICLE 6. CONFLICT OF INTEREST; REPRESENTATIVES NOT INDIVIDUALLY LIABLE

6.1. Conflict of Interest. Pursuant to Arizona law, rules and regulations, no member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested. This Agreement is subject to the provisions of A.R.S. §38-511.

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

ARTICLE 7. MISCELLANEOUS PROVISIONS

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

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

If to the Owner: Greater Yuma Port Authority
P.O. Box 4601
Yuma, Arizona 85366-4601

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. 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.

7.6. 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.

7.7. Governing Law. The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement. The parties agree that the 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.

7.8. 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.

7.9. 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.

7.10. 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.

7.11. 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.

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

7.13. 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.

[Intentionally left blank, signature page follows]

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

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio
City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil
City Attorney

Greater Yuma Port Authority

By: _____
Its: Chairman

STATE OF ARIZONA)
) ss.
County of Yuma)

The foregoing instrument was acknowledged before me this 31 day of March 2021, by ~~Yuridia Silva~~ Matias Rosales VS, on behalf of the Greater Yuma Port Authority, an Arizona Non-Profit Corporation.

Yuridia Silva
Notary Public

My Commission Expires: January 16, 2022

YURIDIA SILVA
Notary Public, State of Arizona
Yuma County
My Commission Expires
January 16, 2022

Exhibit

A

Magrino Industrial Park
Unit 3 Phasing

Base Phase: Underground utilities (water lines, sewer lines, power, and data) from County 25th to Vaughn Street south on Ave D, west on Vaughn to service lot 3.Paving and grading to be completed from Vaughn street to Avenue D. Box Culvert from County 25th and Ave D, paving and grading from County 25th to Vaughn Street. Complete service to lots 4/5/6/7.

Note on Base Phase: GYPA, Core Engineering, Barnet Rodgers of Labrie Properties and Eckard Construction have been in communication on start dates and service dates. GYPA does not want to hinder the progress on Labrie's development. Additionally, the hindrances caused by Covid are being diligently worked through.

Underground Cost: $601,504.23
GYPA will pay up to $150,000 from their operating account for project initiation. Remaining balance will be drawn from escrow and assurance account whose current balance is $626,888.32. Core Engineering will be providing project management services, subcontractor will present invoices to them for review and approval. Once requests are received and approved by Core Engineering, they will be presented to Eulogio @ Public works for final City approval and then forwarded to City of San Luis finance department that would request a draw from Deb Feller at Pioneer Title, with the amount payable to the contractor directly.

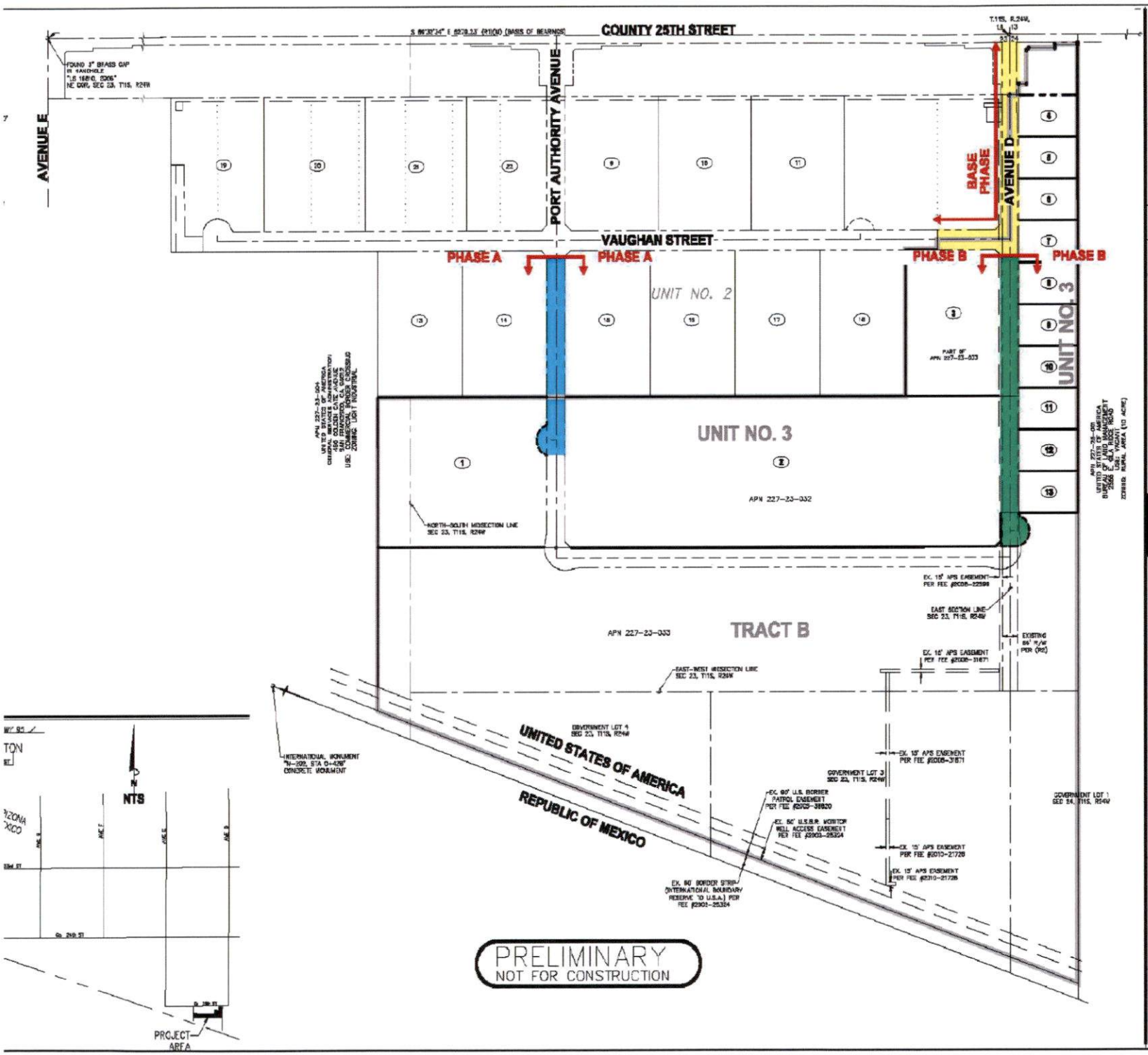
The ACA ESP grant that was awarded to the City of San Luis for this project will be allocated towards the Paving and grading portion of the project. Once Jenny Torres receives the contract from ADOT, she, along with Core Engineering and public works will proceed with the City's procurement policy and put this portion of work out to bid. GYPA andCity of San Luis will draw up an agreement once bids are received for this phase. In the event of a cost exceeding $500,000, GYPA will be responsible for that amount. ADOT has allowed 18 months for the utilization of these funds.

Phase A: Underground utilities (water lines, sewer lines, power, and data) along with pavement southbound on Port Authority Avenue to allow access to the NE corner of los 1 and NW Corner of lot 2. Lot 1 is owned by RL Jones company and lot 2 is owned by Cocopah Indian Tribe. Estimated time of completion on or before January 2022. Estimated cost: $537,000.

Note on Phase A: In the event of any remaining funds from the ACA ESP Grant, that funding will be allocated towards cost of paving on Phase A.

Phase B: Underground utilities (water lines, sewer lines, power, and data) along with pavement running south on avenue D until the south east boundary of lot 2. This will provide full service to lots 8/9/10/11/12/13 and utilities to the eastern portion of lot 2. Estimated costs $1,046,000.

Note on Phase B: No sales of lots 8-13 will occur until all services are in place.



DRAWING RECORD:

No.	DATE

CORE ENGINEERING GROUP, PLLC
296 East 16th Street, Suite 108
Yuma, AZ 85364
V - 928.344.5891 F - 928.344.5892
www.Coreengineeringgroup.com
Core@core-e-g.com

CORE

MAGRINO INDUSTRIAL PARK UNIT NO. 3

CITY OF SAN LUIS
YUMA COUNTY, ARIZONA

EXHIBIT

Date:	SEPT. 2020
Designed:	K.L.B.
Drawn:	J.M.G.
Checked:	D.J.N.
Proj. No.	19-096

SHEET 1

THIS DRAWING AND THE DATA CONTAINED HEREON ARE THE PROPERTY OF CORE ENGINEERING GROUP, PLLC AND SHALL NOT BE USED, REPRODUCED OR INTERPRETED, WITHOUT THE PRIOR EXPRESS CONSENT OF THE OWNERS. THIS SHALL ANY DATA OR INFORMATION CONTAINED HEREON BE USED IN A MANNER INCONSISTENT WITH THE PRIOR EXPRESS WRITTEN AUTHORIZATION OF THE COMPANY.

PRELIMINARY PLAT MAGRINO INDUSTRIAL PARK UNIT NO. 4

A SUBDIVISION OF TRACT B OF MAGRINO INDUSTRIAL PARK UNIT NO. 3 PER BOOK 31 OF PLATS, PAGE 61-63
LOCATED IN PORTIONS OF SECTIONS 23 AND 24, TOWNSHIP 11 SOUTH, RANGE 24 WEST, GILA AND SALT RIVER BASE AND MERIDIAN, YUMA COUNTY, ARIZONA.
NUMBER OF LOTS: 12 INDUSTRIAL LOTS

200' 0 200' 400' 600'
1" =200'

LEGEND

	SUBDIVISION BOUNDARY
	FOUND SURVEY MONUMENT AS NOTED
●	NEW SURVEY MONUMENT PER YUMA COUNTY STANDARD 4–030
■	NEW SURVEY MONUMENT PER YUMA COUNTY STANDARD 4–080
	CENTER / SECTIONAL LINE
	EXISTING LOT LINE
	NEW LOT LINE
	EXISTING RIGHT–OF–WAY LINE
	NEW RIGHT–OF–WAY LINE
(M)	MEASURED DATA
(R1)	RECORDED DATA PER BOOK 23 OF PLATS PAGES 57&58, Y.C.R.
(R2)	RECORDED DATA PER COUNTY ROAD MAP #3856
(R3)	RECORDED DATA PER CANAL RESERVATION RIGHT–OF–WAY PER SAME CHARACTER AND SCOPE AS ACT OF AUGUST 30, 1890 (26 STAT. 391, 43 U.S.C. 945) AS FORMALIZED PER MINUTE NO. 242 "PERMANENT AND DEFINATIVE SOLUTION TO INTERNATIONAL PROBLEM OF THE SALINITY OF THE COLORADO RIVER" DATED 8/30/1973.
(R4)	RECORDED DATA PER FEE #2012–29215
(R5)	RECORDED DATA PER FEE #2012–03856
(R6)	RECORDED DATA PER FEE #2015–12921
(R7)	RECORDED DATA PER FEE #2016–00806
(R8)	RECORDED DATA PER FEE #2018–11414
(R9)	RECORDED DATA PER FEE #2019–21087
(R10)	RECORDED DATA PER FEE #2020–08878
(C)	CALCULATED DATA
R/W	RIGHT–OF–WAY
Y.C.R.	YUMA COUNTY RECORDS
APN–000–00–000	ASSESSORS PARCEL NUMBER
P.U.E.	PUBLIC UTILITY EASEMENT
2	NEW LOT NUMBER
17	EXISTING LOT NUMBER
	NEW BUILDING SETBACK LINE AND DRAINAGE EASEMENT WHERE NOTED
	NEW EASEMENT

BASIS OF BEARING

THE SOUTH LINE OF SECTION 14, ALSO BEING THE NORTH LINE OF SECTION 23, TOWNSHIP 11 SOUTH, RANGE 24 WEST, GILA AND SALT RIVER BASE AND MERIDIAN, YUMA COUNTY, ARIZONA, AS RECORDED IN FEE #2007–18783, BOOK 23 OF PLATS, PAGES 57&58, YUMA COUNTY RECORDER'S OFFICE.

NAMELY: S 89°32'34" E

BENCHMARK

FROM TOPOGRAPHIC SURVEY OF COUNTY 25TH STREET FROM AVENUE E TO AVENUE D PLANS BY VEGA & VEGA ENGINEERING, PLLC SEALED 3/3/2014. TOP OF FOUND BRASS CAP IN HEADWALL.

ELEVATION = 164.99

ZONING

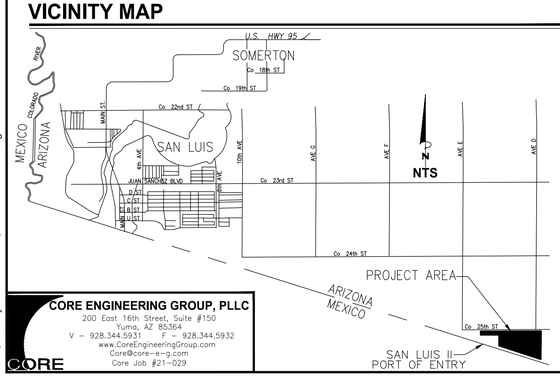
CURRENT CITY OF SAN LUIS ZONING: L–I (LIGHT INDUSTRIAL)

BUILDING SETBACKS: 15' FRONT
5' SIDE
10' STREET SIDE
10' REAR

FLOOD ZONE DESIGNATION

PER FLOOD INSURANCE RATE MAP (PANEL NUMBER 04027C2155E), EFFECTIVE DATE AUGUST 27, 2008, THE SUBJECT PROPERTY IS LOCATED WITHIN ZONE X: AREAS BETWEEN 100–YEAR FLOOD AND 500–YEAR FLOOD.

VICINITY MAP



ASSESSOR'S PARCEL NUMBER

A PORTION OF APN 227–23–032 AND APN 227–23–033

UNIT NO. 4 AREA

86.3071 ACRES

DATE PREPARED

MAY 2021

NOTES

1. ALL NEW PROPERTY CORNERS TO BE SET WITH A ½" REBAR WITH CAP STAMPED "LS 39005"
2. SEE SHEETS 2 FOR LOT AREAS.
3. SEE SHEET 2 FOR DEDICATIONS AND ACKNOWLEDGEMENT.

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

CITY MANAGER

CITY PLANNING & ZONING DIRECTOR

CITY ENGINEER

CITY PUBLIC WORKS DIRECTOR

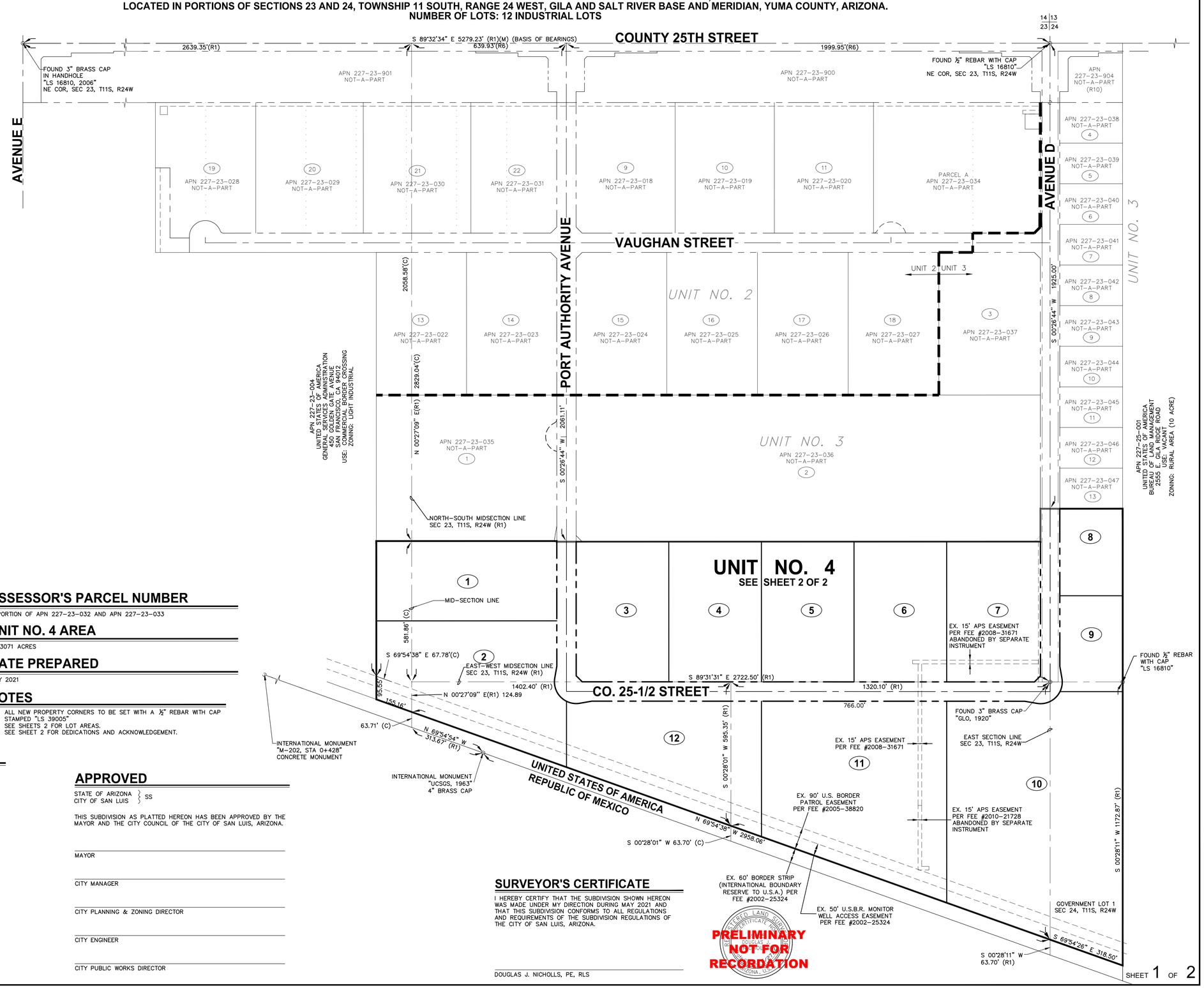
SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE SUBDIVISION SHOWN HEREON WAS MADE UNDER MY DIRECTION DURING MAY 2021 AND THAT THIS SUBDIVISION CONFORMS TO ALL REGULATIONS AND REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY OF SAN LUIS, ARIZONA.

DOUGLAS J. NICHOLLS, PE, RLS

REGISTERED LAND SURVEYOR
CERTIFICATE NUMBER
DOUGLAS J. NICHOLLS
ARIZONA, U.S.A.

PRELIMINARY NOT FOR RECORDATION



CORE ENGINEERING GROUP, PLLC
200 East 16th Street, Suite #150
Yuma, AZ 85364
V – 928.344.5931 F – 928.344.5932
www.CoreEngineeringGroup.com
Core@core-e-g.com
Core Job #21–029

Thu, 27 May 2021 - 9:52am, Z:\2021\21-029\dwgs\PrelimPlat\21-029 Prelim Plat.dwg, " Core Engineering Group, PLLC"

PRELIMINARY PLAT MAGRINO INDUSTRIAL PARK UNIT NO. 4

A SUBDIVISION OF TRACT B OF MAGRINO INDUSTRIAL PARK UNIT NO. 3 PER BOOK 31 OF PLATS, PAGES 61-63
LOCATED IN PORTIONS OF SECTIONS 23 AND 24, TOWNSHIP 11 SOUTH, RANGE 24 WEST,
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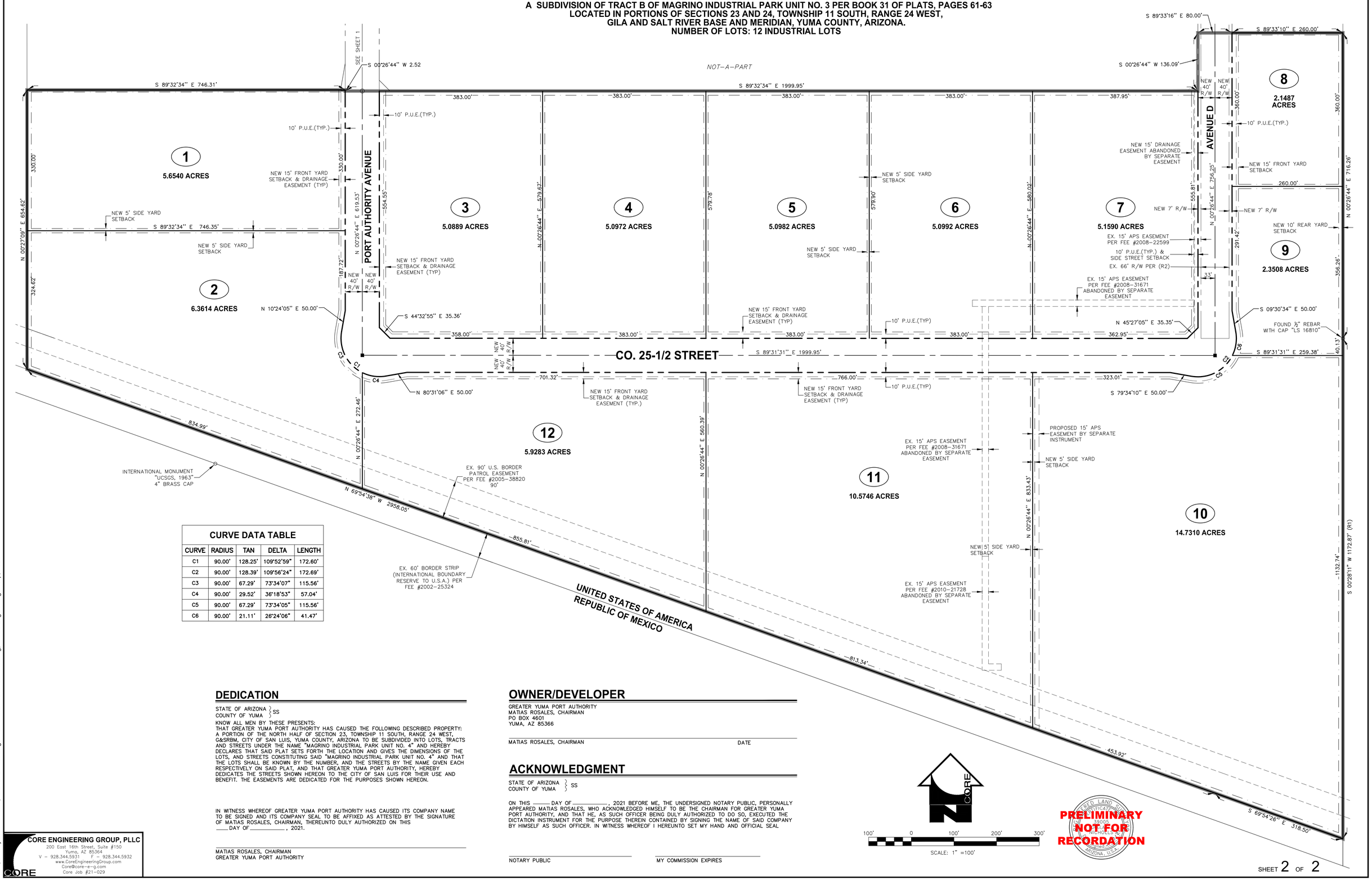
NUMBER OF LOTS: 12 INDUSTRIAL LOTS



CURVE DATA TABLE

CURVE	RADIUS	TAN	DELTA	LENGTH
C1	90.00'	128.25'	109°52'59"	172.60'
C2	90.00'	128.39'	109°56'24"	172.69'
C3	90.00'	67.29'	73°34'07"	115.56'
C4	90.00'	29.52'	36°18'53"	57.04'
C5	90.00'	67.29'	73°34'05"	115.56'
C6	90.00'	21.11'	26°24'06"	41.47'

DEDICATION

STATE OF ARIZONA }
COUNTY OF YUMA } SS

KNOW ALL MEN BY THESE PRESENTS:
THAT GREATER YUMA PORT AUTHORITY HAS CAUSED THE FOLLOWING DESCRIBED PROPERTY: A PORTION OF THE NORTH HALF OF SECTION 23, TOWNSHIP 11 SOUTH, RANGE 24 WEST, G&SRBM, CITY OF SAN LUIS, YUMA COUNTY, ARIZONA TO BE SUBDIVIDED INTO LOTS, TRACTS AND STREETS UNDER THE NAME "MAGRINO INDUSTRIAL PARK UNIT NO. 4" AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, AND STREETS CONSTITUTING SAID "MAGRINO INDUSTRIAL PARK UNIT NO. 4" AND THAT THE LOTS SHALL BE KNOWN BY THE NUMBER, AND THE STREETS BY THE NAME GIVEN EACH RESPECTIVELY ON SAID PLAT, AND THAT GREATER YUMA PORT AUTHORITY, HEREBY DEDICATES THE STREETS SHOWN HEREON TO THE CITY OF SAN LUIS FOR THEIR USE AND BENEFIT. THE EASEMENTS ARE DEDICATED FOR THE PURPOSES SHOWN HEREON.

IN WITNESS WHEREOF GREATER YUMA PORT AUTHORITY HAS CAUSED ITS COMPANY NAME TO BE SIGNED AND ITS COMPANY SEAL TO BE AFFIXED AS ATTESTED BY THE SIGNATURE OF MATIAS ROSALES, CHAIRMAN, THEREUNTO DULY AUTHORIZED ON THIS ____ DAY OF_____, 2021.

MATIAS ROSALES, CHAIRMAN
GREATER YUMA PORT AUTHORITY

OWNER/DEVELOPER

GREATER YUMA PORT AUTHORITY
MATIAS ROSALES, CHAIRMAN
PO BOX 4601
YUMA, AZ 85366

MATIAS ROSALES, CHAIRMAN DATE

ACKNOWLEDGMENT

STATE OF ARIZONA }
COUNTY OF YUMA } SS

ON THIS _____ DAY OF _____, 2021 BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED MATIAS ROSALES, WHO ACKNOWLEDGED HIMSELF TO BE THE CHAIRMAN FOR GREATER YUMA PORT AUTHORITY, AND THAT HE, AS SUCH OFFICER BEING DULY AUTHORIZED TO DO SO, EXECUTED THE DICTATION INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED BY SIGNING THE NAME OF SAID COMPANY BY HIMSELF AS SUCH OFFICER. IN WITNESS WHEREOF I HEREUNTO SET MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC MY COMMISSION EXPIRES

PRELIMINARY NOT FOR RECORDATION

CORE ENGINEERING GROUP, PLLC
200 East 16th Street, Suite #150
Yuma, AZ 85364
V - 928.344.5931 F - 928.344.5932
www.CoreEngineeringGroup.com
Core@core-e-g.com
Core Job #21-029

Thu, 27 May 2021 - 9:52am, Z:\2021\21-029\dwgs\PrelimPlat\21-029 Prelim Plat.dwg, "Core Engineering Group, PLLC"

June 11, 2021

SUBDIVISION CASE NUMBER: 2021-0419F

CASE SUMMARY: A request by Core Engineering Group LLC, on behalf of the Greater Yuma Port Authority, owner, for the final plat approval for Magrino Industrial Park Unit No. 4. This subdivision will contain 12 lots, approximately 86.30 acres in size. The lots ranging in size from 2 acres to 14 acres. The property is located south of County 25th Street between Avenue E and Avenue D. PID # 227-23-048, San Luis, Arizona.

PUBLIC MEETING: July 13, 2021

COMMENTS DUE: June 18, 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 & Final Plat

☒ COMMENTS ☐ NO COMMENTS

Enter Comments below: Please see below.

Date: 6/16/21

Agency: Yuma County Airport Authority, Inc.

Phone: 928-726-5882

Return to: P&Z@sanluisaz.gov

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.

Planning and Zoning Commission

July 13, 2021

Subdivision Case No. 2021-0418P
Subdivision Case No. 2021-0419F

Magrino Industrial Park Unit No. 4 Subdivision

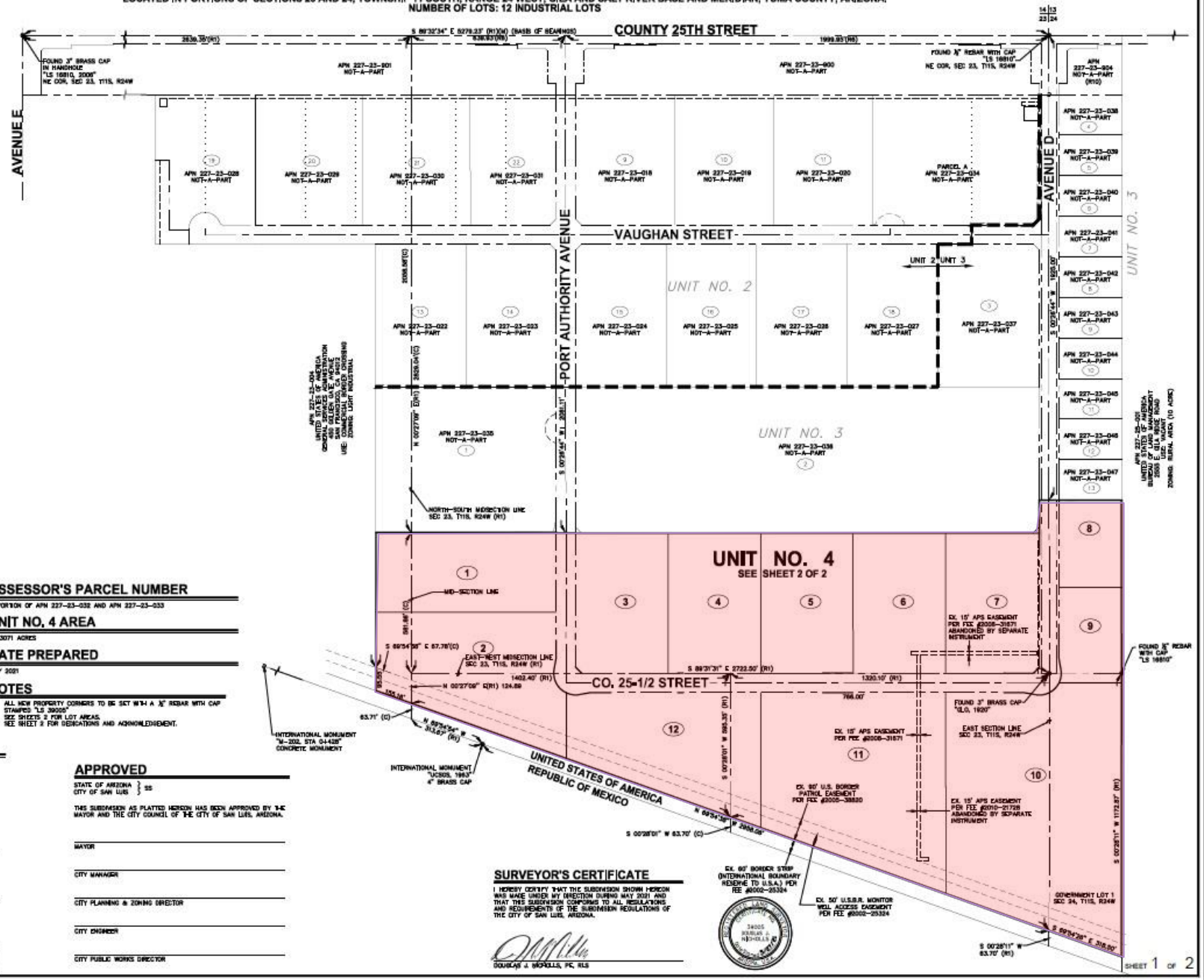
Request: For Preliminary and Final Plat approval regarding the Magrino Industrial Park Unit No. 4. This subdivision consists of approximately 86.30 acres and will contain 12 industrial lots. The lots range in size from approximately 2 to 14 acres. Assessor's Parcel Number 227-23-048.

Subdivision Case No. 2021-0418P
Subdivision Case No. 2021-0419F

Location Map

FINAL PLAT MAGRINO INDUSTRIAL PARK UNIT NO. 4

A SUBDIVISION OF TRACT B OF MAGRINO INDUSTRIAL PARK UNIT NO. 3 PER BOOK 31 OF PLATS, PAGE 61-63
LOCATED IN PORTIONS OF SECTIONS 23 AND 24, TOWNSHIP 11 SOUTH, RANGE 24 WEST, GILA AND SALT RIVER BASE AND MERIDIAN, YUMA COUNTY, ARIZONA.
NUMBER OF LOTS: 12 INDUSTRIAL LOTS



ASSESSOR'S PARCEL NUMBER

A PORTION OF APN 227-23-032 AND APN 227-23-033

UNIT NO. 4 AREA

86.3071 ACRES

DATE PREPARED

MAY 2021

NOTES

1. ALL NEW PROPERTY CORNERS TO BE SET WITH A ½" REBAR WITH CAP STAMPED "LS 39205"
2. SEE SHEETS 2 FOR LOT AREAS.
3. SEE SHEET 2 FOR DEDICATIONS AND ACKNOWLEDGEMENT.

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

CITY MANAGER

CITY PLANNING & ZONING DIRECTOR

CITY ENGINEER

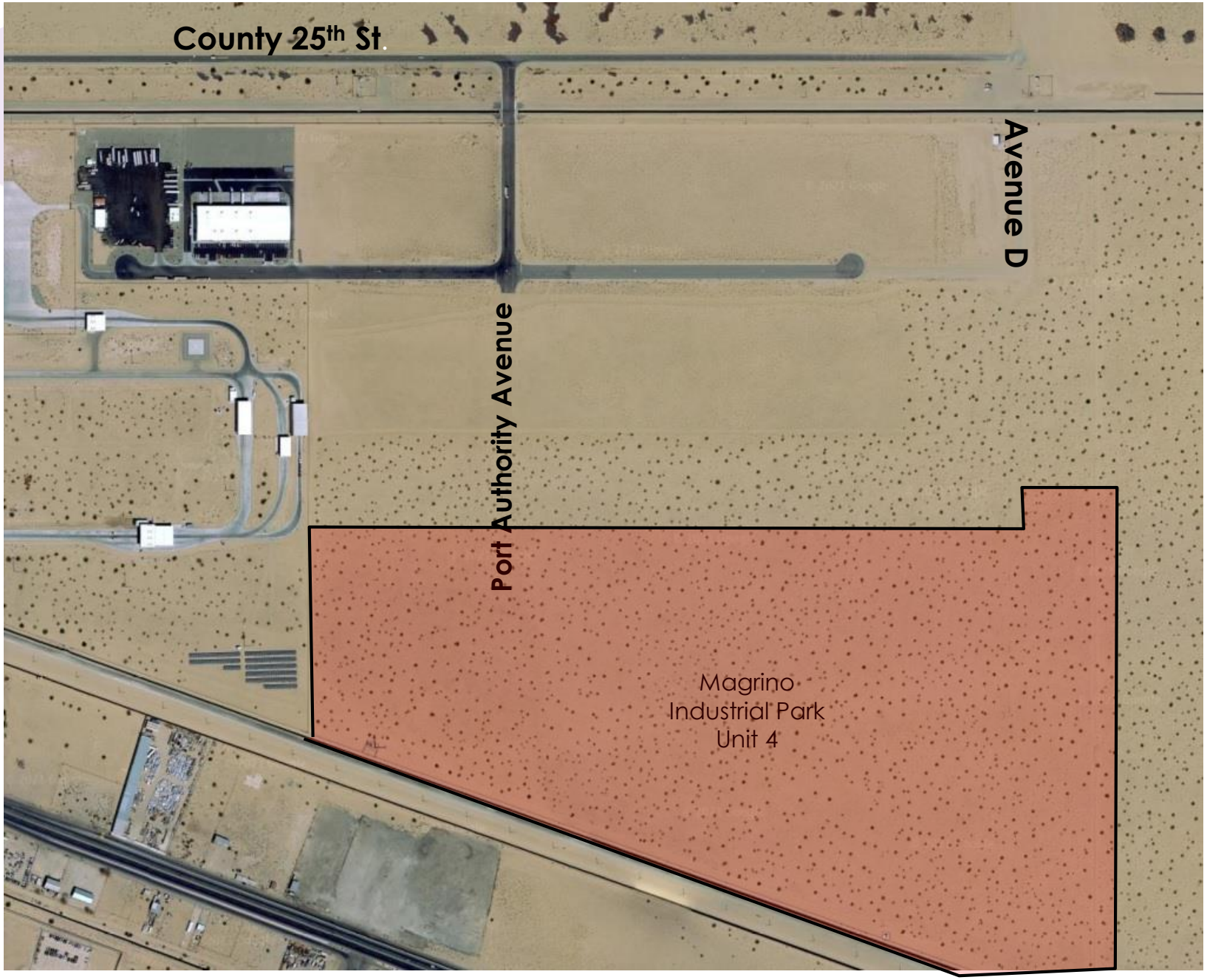
CITY PUBLIC WORKS DIRECTOR

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE SUBDIVISION SHOWN HEREON WAS MADE UNDER MY DIRECTION DURING MAY 2021 AND THAT THIS SUBDIVISION CONFORMS TO ALL REGULATIONS AND REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY OF SAN LUIS, ARIZONA.

DOUGLAS J. NICHOLLS, PE, RLS

Aerial View


County 25th St.
Avenue D
Port Authority Avenue
Magrino
Industrial Park
Unit 4

Subdivision Case No. 2021-0418P
Subdivision Case No. 2021-0419F

Staff Recommendation:

Staff recommends approval of this request for the Preliminary and Final Plat for Magrino Industrial Park Unit No. 4 with the condition that the applicant addresses review comment letter dated JULY 8, 2021.

Recommended Motion:

- I MOVE TO APPROVE THE PRELIMINARY PLAT AND FINAL PLAT WITH THE CONDITION THAT THE APPLICANT ADDRESSES REVIEW COMMENT LETTER DATED JULY 8, 2021.

PLANNING & ZONING
AGENDA ITEM REVIEW FORM

Planning & Zoning Commission Meeting **5. B.**

Meeting Date: 07/13/2021

Submitted By: Fernando Villegas, Principal Planner, Planning & Zoning Department, Development Services

ITEM:

Discussion and possible action on any and all matters regarding Subdivision Case No. 2021-0419F. A request by Core Engineering Group. PLLC., on behalf of the Greater Yuma Port Authority for the Magrino Industrial Park Unit 4 final plat. The property is located south of County 25th street between Avenue E and Avenue D in San Luis, Arizona.

A. Staff presentation
B. Action on Subdivision Case No. 2021-419F

BACKGROUND:

This subdivision will contain approximately 86.30 acres and will consist of 12 industrial lots. The lots range in size from approximately 2 to 14 acres. Assessor's Parcel Number 227-23-048.

Magrino Industrial Park is located south of County 25th Street east of the commercial port of entry and the ADOT Inspection Station. Final plats have been approved for the Magrino Industrial Park Units 1, 2 and 3 located north from this proposed subdivision. The final plat for unit 1 was approved by City Council on February 8. 2012. The final plat for unit 2 was approved on March 25, 2015 and the final plat for unit 3 was approved on February 26, 2020.

As part of the plat for Unit No 1 of the Magrino Industrial Park Improvement Districts were approved by resolution on March 14, 2012 for the whole Magrino Industrial Park subdivision:

- Resolution No. 964- Community Facility District
- Resolution No. 965- Enhanced Municipal Service District
- Resolution No. 966- Street Lighting Improvement District

Recently, A Development Agreement was approved by Resolution No. 2159 to phase the development of Magrino Industrial Park, Unit 3. For the development of Magrino Industrial Park Unit 4 all the phases of Unit 3 will be completed.

General Plan

The land use map in the 2040 City of San Luis General Plan designates this area as Employment (EMP). This land use category is intended to provide areas with a focus on creating jobs to serve the community including warehouses, distribution centers, business parks, corporate centers, research and development facilities, light industrial, and heavy industrial uses. Access to this new phase is from Port Authority Avenue and from Avenue D. The subject property is zoned Light Industrial.

ANALYSIS:

All the phases for Magrino Industrial Park Unit 3 must be completed for the development of this proposed subdivision.

SUMMARY:

The applicant has provided the information and materials necessary for review of the final plat for the Magrino Industrial Park unit 4 subdivision.

Staff recommends approval of this final plat with the condition that the applicant addresses review comments letter dated July 8, 2021.

RECOMMENDED MOTION:

I MOVE TO APPROVE FINAL PLAT WITH THE CONDITION THAT THE APPLICANT ADDRESSES REVIEW COMMENT LETTER DATED JULY 8, 2021.

Attachments

Staff Report
Review Comment Letter
Location Map
Development Agreement Unit 3
Final Plat
YCAA Comment Letter
Presentation

Staff Report

Planning and Zoning Commission

July 13, 2021

Subdivision Case 2021-0419F:

REQUEST: For final plat approval regarding the Magrino Industrial Park Unit No. 4. This subdivision consists of approximately 86.30 acres and will contain 12 industrial lots. The lots range in size from approximately 2 to 14 acres. Assessor's Parcel Number 227-23-048.

APPLICANT: Core Engineering Group LLC. On behalf of Greater Yuma Port Authority

DIRECTIONS: The subject property is located south of County 25th Street between Avenue E and Avenue D.

BACKGROUND: Magrino Industrial Park is located south of County 25th Street east of the commercial port of entry and the ADOT Inspection Station. Final plats have been approved for the Magrino Industrial Park Units 1, 2 and 3 located north from this proposed subdivision. The final plat for unit 1 was approved by City Council on February 8. 2012. The final plat for unit 2 was approved on March 25, 2015 and the final plat for unit 3 was approved on February 26, 2020.

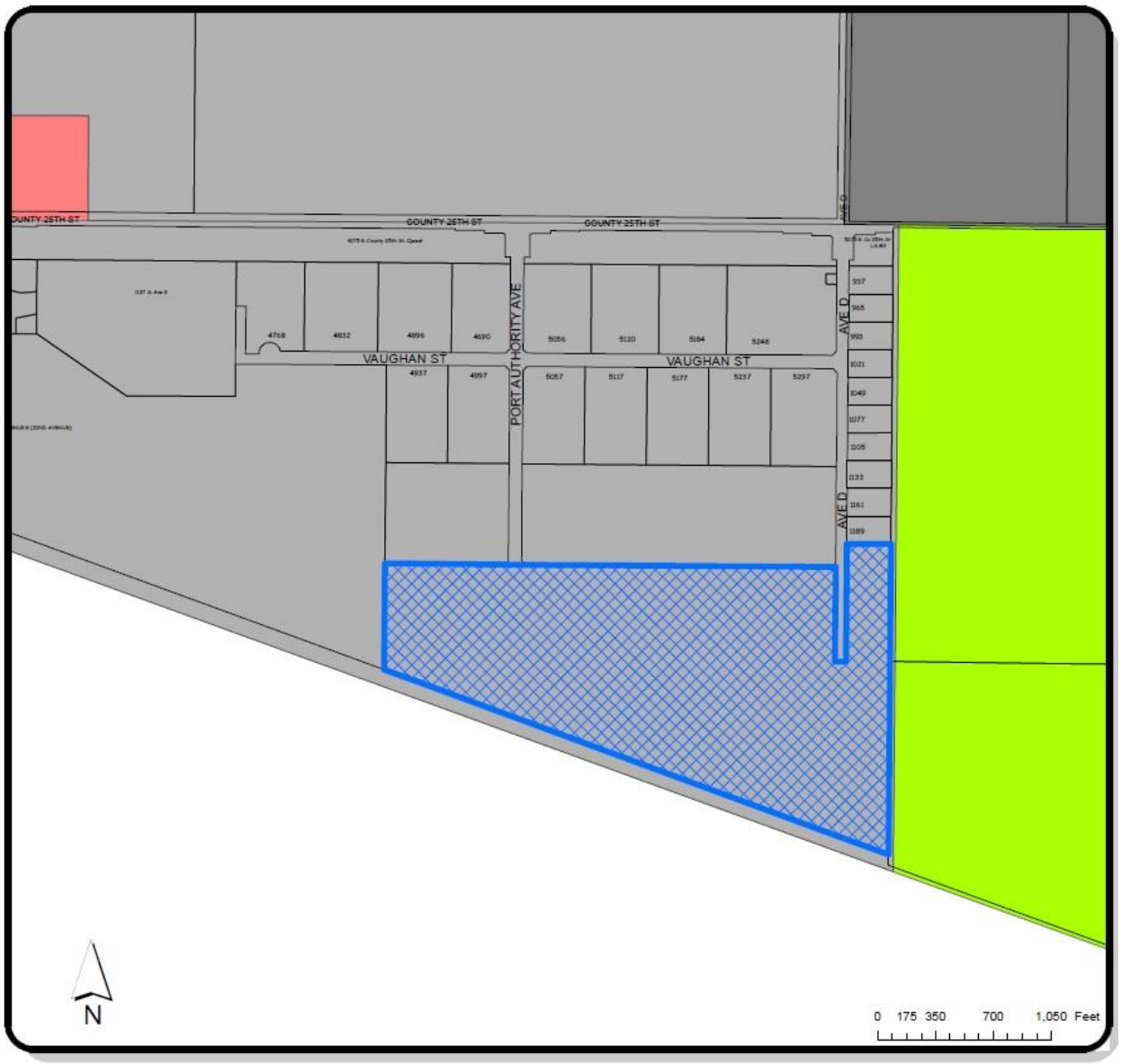
As part of the final plat for unit 1 of the Magrino Industrial Park, Improvement Districts were approved by resolution on March 14, 2012 for the entire Magrino Industrial Park subdivision:

- Resolution No. 964- Community Facility District
- Resolution No. 965- Enhanced Municipal Service District
- Resolution No. 966- Street Lighting Improvement District

Recently, A Development Agreement was approved by Resolution No. 2159 to phase the development of Magrino Industrial Park, Unit 3. For the development of Magrino Industrial Park Unit 4 all the phases of Unit 3 will be completed.

EXISTING CONDITIONS: This subdivision consist of approximately 86.30 acres and will contain 12 industrial lots. The lots range in size from approximately 2 to 14 acres in size.

Access to the proposed subdivision is from Port Authority Avenue and from Avenue D. The subject property is zoned Light Industrial as shown on the zoning map below.



Existing Zoning Map

Existing Zoning District

<u>Light Industrial (LI):</u> The industrial zoning districts are designed to provide a range of industrial land uses. The purpose of these districts is to provide for industrial development in locations which are suitable and appropriate, taking into consideration existing conditions, future land use needs, the availability of public services, the general

public's health and safety, and the goals and objectives of the City of San Luis General Plan. It is intended that these districts accommodate a variety of uses including corporate offices and garden industrial land uses to warehousing and heavy manufacturing.

General Plan

The land use map in the 2040 City of San Luis General Plan designates this area as Employment (EMP). This land use category is intended to provide areas with a focus on creating jobs to serve the community including warehouses, distribution centers, business parks, corporate centers, research and development facilities, light industrial, and heavy industrial uses.

CRITICAL ISSUES:

All the phases for Magrino Industrial Park Unit 3 must be completed for the development of this proposed subdivision.

COMMENTS/NOTIFICATIONS:

Yuma County Airport Authority

"The property is located near Rolle Airfield where aviation activities 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."

STAFF RECOMMENDATION:

Staff recommends approval of this request for the Final Plat for Magrino Industrial Park Unit No. 4 with the condition that the applicant addresses review comment letter dated JULY 8, 2021.

RECOMMENDED MOTION:

I MOVE TO APPROVE THE FINAL PLAT WITH THE CONDITION THAT THE APPLICANT ADDRESSES REVIEW COMMENT LETTER DATED JULY 8, 2021.

Staff Report Prepared by:

Fernando Villegas
Principal Planner

Staff Report Reviewed by:

Jose A. Guzman
Planning Director

City of San Luis

Planning and Zoning Department

Development Services · GIS · Building Safety · Code Enforcement

July 8, 2021

Core Engineering Group, PLLC
200 E. 16th Street, Suite 150
Yuma, AZ 85364

Re: Subdivision Case No. 2021-0418P and 2021 0419F-Magrino Industrial Park Unit 4 Subdivision

City staff has reviewed the Preliminary and Final Plat and staff has the following comments:

City Engineer:

Preliminary Plat and Final Plat –

1. Show survey monuments to be set at all corner of the subdivision boundary.
2. Note on plat calls out "Ex 15' APS Easement per Fee 2008-31671 abandoned by separate instrument." And also shows "proposed 15' APS easement by separate easement." These easements should be abandoned and created prior to recordation of this plat and the fee numbers of the recorded documents shown (and if the existing easement is abandoned, it does not need to be shown on the plat.)
3. Magrino Unit 3 dedicated right-of-way at the end of Port Authority Avenue for a future knuckle that will not be constructed (Unit 3 Plat, Lines 10 and 11 and Curve 1.) Abandon un-needed right-of-way and replace with utility easements.
4. Avenue D right-of-way includes ex. 66' road easement per R2 – County Road Map 3856. This is shown ending at County 25-1/2 Street. Is this correct? (Map 3856 could not be located.) Or does 66' right-of-way extend across lot 10 and to the border and therefore need to be partially abandoned?
5. Correct callout on the east side of Lot 7 that reads "New 15 foot Drainage Easement Abandoned by Separate Easement." Add 15' drainage easement to the west sides of lots 8 and 9 (callout reads only 'New 15' Front Yard Setback.")
6. Provide 1' Non-Access Easements around perimeter of subdivision as needed. Will access be allowed from lots 2, 10, 11 and 12 to 90' USBP easement? If not, included non-access easement to the north of this.
7. Provide title report and CC&R's.

Improvement Plans –

General –

1. It is noted, similar to previous Units, that the perimeter wall around this subdivision will be constructed by individual lot owners.

Roadway Plans -

1. General Note. Roads shall be sufficiently above adjacent lots such as to allow stormwater runoff to drain to adjacent lots. In areas where the roadway grades are lower than the existing lots,

sufficient grading on the lots shall be provided to intercept and store runoff from the roadway. Detail such areas as needed on the plans.

Water and Sewer Plans -

1. Delete air release valves on Port Authority Avenue and on County 25th Street (water meters should provide sufficient air release.)
2. Clarify note at MH#3 on Avenue D that "MH Not Needed." (Perhaps an as-built note from Unit 3?)
3. Submit ADEQ approval to construct.

Drainage Report –

1. Revise "Design Philosophy" Section to state that runoff from roadway is designed to be retained within the 80' road right-of-way (it is to be retained on the adjacent lots.)
2. Volume of roadway runoff to be retained is the 100-year, 1-hour storm runoff, 2.25" – YCPW standards 3.2.7, Individual Parcel Retention, with road right-of-way considered a part of the individual parcel area. (Volume does not need to be maintained in the 15' drainage easement, it can fully flow onto the adjacent lots – drainage easement is primarily for City enforcement of the lots accepting roadway drainage.)

Planning and Zoning Department:

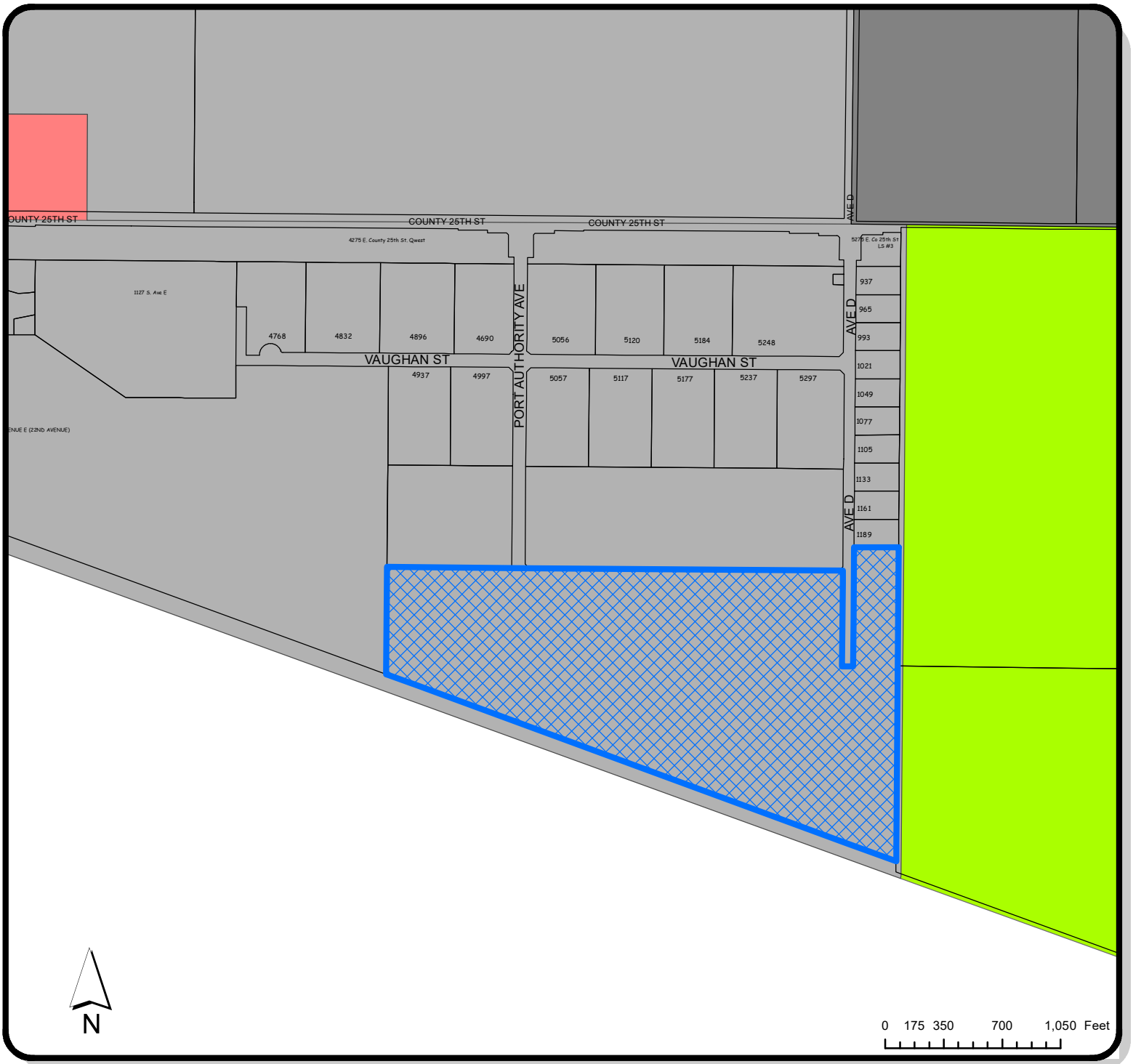
1. All the phases for Magrino Industrial Park Unit 3 must be completed in accordance with Resolution 2159 as part of the development of Magrino Industrial Park Unit 4.

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,

Fernando Villegas
Principal Planner



LOCATION OF SUBJECT PROPERTY

PARCEL: 22723048

LOCATION MAP

Zoning

INDUSTRIAL ZONING DISTRICTS
- LI
- HI

SINGLE RESIDENCE ZONING DISTRICTS
- RA-10

COMMERCIAL ZONING DISTRICTS
- C-2

SUBDIVISION

CASE #
2021-0419F

DATE:
6/9/2021

PLANNING & ZONING

CITY OF SAN LUIS, AZ INC. 1979

GIS

CREATED BY:
ISAAC GUTIERREZ

CHECKED BY:
ROMAN PACHECO

APPROVED BY:
JOSE A. GUZMAN

2021-15917 RESOLUTION
04/27/2021 04:18:05 PM Pages: 14 Fees: $15.00
Requested By:CITY OF SAN LUIS
Recorded By: arios
Robyn Stallworth Pouquette 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. 2159
Development Agreement with Greater Yuma Port Authority to phase the development of Magrino Industrial Park, Unit 3.

Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No. 2159

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA AUTHORIZING AND DIRECTING THE ENTERING INTO A DEVELOPMENT AGREEMENT WITH THE GREATER YUMA PORT AUTHORITY TO PHASE THE DEVELOPMENT OF MAGRINO INDUSTRIAL PARK, UNIT 3.

BE IT RESOLVED by the Mayor and City Council of the City of San Luis, Arizona:

Section 1. It is deemed in the best interest of the City of San Luis and its residents that the city enter into a development agreement with the Greater Yuma Port Authority to phase development of Magrino Industrial Park, Unit 3,

Section 2. A true copy of the development agreement, Exhibit 1 including its Exhibit A, are incorporated herein as though set forth again in full.

Section 3. City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this resolution.

Section 5. The San Luis City Clerk and the City Clerk's designees are authorized and directed to deliver this Intergovernmental Agreement to the Greater Yuma Port Authority and to maintain a fully executed Intergovernmental Agreement in the official files of the City Clerk.

PASSED, ADOPTED and APPROVED by the Mayor and City Council of the City of San Luis, Yuma County, Arizona this 24th day of March 2021.

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

Exhibit 1

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "**Agreement**" or "**Development Agreement**") is entered into as of 24th day of March 2021 ("**Effective Date**") by and between the City of San Luis, an Arizona municipal corporation (the "**City**") and Greater Yuma Port Authority, Inc., an Arizona non-profit corporation, (the "**Owner**"). This Agreement is entered into pursuant to City Resolution Number 2159

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, Greater Yuma Port Authority, Inc., Owner, owns property located in the municipal limits of the City and is currently developing a subdivision known as Magrino Industrial Park Unit 3 (the "**Property**"), and

C. WHEREAS, the Owner has requested to phase development of Magrino Industrial Park Unit 3 and provide for certain conditions and timing of development of infrastructure for said subdivision; and

D. WHEREAS, the City's governing body has authorized the execution of this Agreement by Resolution No. 2159.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

ARTICLE 1. DEFINITIONS

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

1.1. Certificate of Completion as used in this Agreement shall mean a final written acceptance of the completed and inspected project issued by the Public Works Department. A Certificate of Completion will not be issued until the entire project is completed in conformance with this Agreement and accepted by the City.

1.3. Owner shall mean and refer to Greater Yuma Port Authority, Inc., an Arizona non-profit corporation and any successor in ownership.

1.4. Improvements shall mean and refer to all public and private improvements which may be constructed from time to time on the Property, including, without limitation, all roads, driveways, water mains, wastewater mains, walls, landscaping and other infrastructure or utility 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.

1.5. Property, as used in this Agreement, shall mean and refer to all of the real property, which is legally described as Magrino Industrial Park Unit 3 and shown the subdivision plat, which is part of Exhibit A.

ARTICLE 2. DEVELOPMENT PLAN

2.1. Duration of Development Agreement. The term of this Agreement shall be for a period of five (5) years from the date of execution.

2.2. Failure of Timely Performance. In the event that either party hereto fails to perform any of its obligations which are set forth in or contemplated by this Agreement in a timely manner, and should such failure not otherwise be excused by agreement of the parties or by the terms of this Agreement, such failure shall be considered to be a breach of this Agreement and the non-breaching party shall have their respective remedies set forth in Section 5.3 of this Agreement.

2.3. Approval and Processing of Plans. The City hereby acknowledges and agrees that development of the Property may occur over time and will require the City's ongoing participation in the review and approval of modifications and amendments to any site plans, infrastructure plans, drainage plans, design plans, grading permits, building permits, archaeological and historic preservation review and disposition, and other plans, permit applications and inspections which are a part of the City's building and development requirements (hereinafter collectively called "**Approval Requests**"). The City approves the phasing of the development of the Property as shown on Exhibit A and agrees that Magrino Industrial Park Unit 3 can be built by Owner in accordance with phasing as shown on Exhibit A. Each phase will be considered its own project and will be approved as though that phase were its own subdivision, and financial assurances for each phase may be posted separately and dealt with separately. The financial assurances for each phase may be posted by and subject to an agreement for financial assurances. The current agreement for financial assurances shall be considered modified to conform to the provisions of this Development Agreement.

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

assurances. The current agreement for financial assurances shall be considered modified to conform to the provisions of this Development Agreement.

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

ARTICLE 3. INDEMNIFICATION

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

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. 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.

3.3. 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 on litigation during which time the parties agree to attempt to settle the dispute by nonbinding mediation before commencement of litigation. In the event that the parties cannot agree upon

the selection of a mediator within seven (7) days, either party may request the presiding judge of the Superior Court of Yuma County to assign a mediator from a list of mediators maintained by the Arizona Municipal Risk Retention Pool.

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

ARTICLE 6. CONFLICT OF INTEREST; REPRESENTATIVES NOT INDIVIDUALLY LIABLE

6.1. Conflict of Interest. Pursuant to Arizona law, rules and regulations, no member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested. This Agreement is subject to the provisions of A.R.S. §38-511.

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

ARTICLE 7. MISCELLANEOUS PROVISIONS

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

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

If to the Owner: Greater Yuma Port Authority
P.O. Box 4601
Yuma, Arizona 85366-4601

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. 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.

7.6. 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.

7.7. Governing Law. The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement. The parties agree that the 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.

7.8. 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.

7.9. 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.

7.10. 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.

7.11. 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.

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

7.13. 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.

[Intentionally left blank, signature page follows]

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

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio
City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil
City Attorney

Greater Yuma Port Authority

By: _____
Its: Chairman

STATE OF ARIZONA)
) ss.
County of Yuma)

The foregoing instrument was acknowledged before me this 31 day of March 2021, by ~~Yuridia Silva~~ Matias Rosales VS, on behalf of the Greater Yuma Port Authority, an Arizona Non-Profit Corporation.

Yuridia Silva
Notary Public

My Commission Expires: January 16, 2022

YURIDIA SILVA
Notary Public, State of Arizona
Yuma County
My Commission Expires
January 16, 2022

Exhibit

A

Magrino Industrial Park
Unit 3 Phasing

Base Phase: Underground utilities (water lines, sewer lines, power, and data) from County 25th to Vaughn Street south on Ave D, west on Vaughn to service lot 3.Paving and grading to be completed from Vaughn street to Avenue D. Box Culvert from County 25th and Ave D, paving and grading from County 25th to Vaughn Street. Complete service to lots 4/5/6/7.

Note on Base Phase: GYPA, Core Engineering, Barnet Rodgers of Labrie Properties and Eckard Construction have been in communication on start dates and service dates. GYPA does not want to hinder the progress on Labrie's development. Additionally, the hindrances caused by Covid are being diligently worked through.

Underground Cost: $601,504.23
GYPA will pay up to $150,000 from their operating account for project initiation. Remaining balance will be drawn from escrow and assurance account whose current balance is $626,888.32. Core Engineering will be providing project management services, subcontractor will present invoices to them for review and approval. Once requests are received and approved by Core Engineering, they will be presented to Eulogio @ Public works for final City approval and then forwarded to City of San Luis finance department that would request a draw from Deb Feller at Pioneer Title, with the amount payable to the contractor directly.

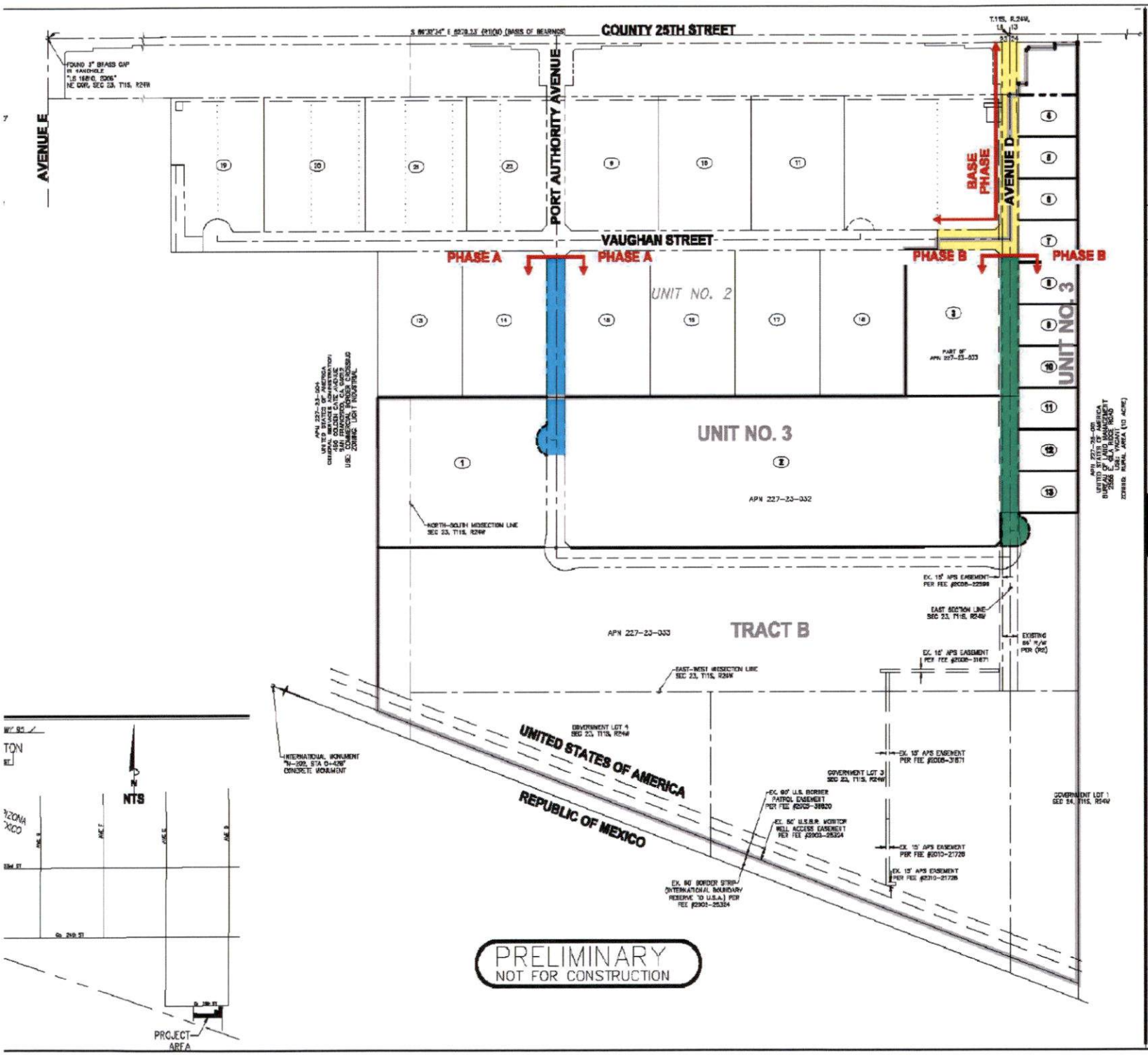
The ACA ESP grant that was awarded to the City of San Luis for this project will be allocated towards the Paving and grading portion of the project. Once Jenny Torres receives the contract from ADOT, she, along with Core Engineering and public works will proceed with the City's procurement policy and put this portion of work out to bid. GYPA andCity of San Luis will draw up an agreement once bids are received for this phase. In the event of a cost exceeding $500,000, GYPA will be responsible for that amount. ADOT has allowed 18 months for the utilization of these funds.

Phase A: Underground utilities (water lines, sewer lines, power, and data) along with pavement southbound on Port Authority Avenue to allow access to the NE corner of los 1 and NW Corner of lot 2. Lot 1 is owned by RL Jones company and lot 2 is owned by Cocopah Indian Tribe. Estimated time of completion on or before January 2022. Estimated cost: $537,000.

Note on Phase A: In the event of any remaining funds from the ACA ESP Grant, that funding will be allocated towards cost of paving on Phase A.

Phase B: Underground utilities (water lines, sewer lines, power, and data) along with pavement running south on avenue D until the south east boundary of lot 2. This will provide full service to lots 8/9/10/11/12/13 and utilities to the eastern portion of lot 2. Estimated costs $1,046,000.

Note on Phase B: No sales of lots 8-13 will occur until all services are in place.



DRAWING RECORD:

No.	DATE

CORE ENGINEERING GROUP, PLLC
296 East 16th Street, Suite 108
Yuma, AZ 85364
V - 928.344.5891 F - 928.344.5892
www.Coreengineeringgroup.com
Core@core-e-g.com

CORE

MAGRINO INDUSTRIAL PARK UNIT NO. 3

CITY OF SAN LUIS
YUMA COUNTY, ARIZONA

EXHIBIT

Date:	SEPT. 2020
Designed:	K.L.B.
Drawn:	J.M.G.
Checked:	D.J.N.
Proj. No.	19-096

SHEET 1

THIS DRAWING AND THE DATA CONTAINED HEREON ARE THE PROPERTY OF CORE ENGINEERING GROUP, PLLC AND SHALL NOT BE USED, REPRODUCED OR INTERPRETED, WITHOUT THE PRIOR EXPRESS CONSENT OF THE OWNERS. THIS SHALL ANY DATA OR INFORMATION CONTAINED HEREON BE USED IN A MANNER INCONSISTENT WITH THE PRIOR EXPRESS WRITTEN AUTHORIZATION OF THE COMPANY.

FINAL PLAT MAGRINO INDUSTRIAL PARK UNIT NO. 4

A SUBDIVISION OF TRACT B OF MAGRINO INDUSTRIAL PARK UNIT NO. 3 PER BOOK 31 OF PLATS, PAGE 61-63
LOCATED IN PORTIONS OF SECTIONS 23 AND 24, TOWNSHIP 11 SOUTH, RANGE 24 WEST, GILA AND SALT RIVER BASE AND MERIDIAN, YUMA COUNTY, ARIZONA.
NUMBER OF LOTS: 12 INDUSTRIAL LOTS

200' 0 200' 400' 600'
1" =200'

LEGEND

	SUBDIVISION BOUNDARY
	FOUND SURVEY MONUMENT AS NOTED
	NEW SURVEY MONUMENT PER YUMA COUNTY STANDARD 4–030
	NEW SURVEY MONUMENT PER YUMA COUNTY STANDARD 4–080
	CENTER / SECTIONAL LINE
	EXISTING LOT LINE
	NEW LOT LINE
	EXISTING RIGHT–OF–WAY LINE
	NEW RIGHT–OF–WAY LINE
(M)	MEASURED DATA
(R1)	RECORDED DATA PER BOOK 23 OF PLATS PAGES 57&58, Y.C.R.
(R2)	RECORDED DATA PER COUNTY ROAD MAP #3856
(R3)	RECORDED DATA PER CANAL RESERVATION RIGHT–OF–WAY PER SAME CHARACTER AND SCOPE AS ACT OF AUGUST 30, 1890 (26 STAT. 391, 43 U.S.C. 945) AS FORMALIZED PER MINUTE NO. 242 "PERMANENT AND DEFINATIVE SOLUTION TO INTERNATIONAL PROBLEM OF THE SALINITY OF THE COLORADO RIVER" DATED 8/30/1973.
(R4)	RECORDED DATA PER FEE #2012–29215
(R5)	RECORDED DATA PER FEE #2012–03856
(R6)	RECORDED DATA PER FEE #2015–12921
(R7)	RECORDED DATA PER FEE #2016–00806
(R8)	RECORDED DATA PER FEE #2018–11414
(R9)	RECORDED DATA PER FEE #2019–21087
(R10)	RECORDED DATA PER FEE #2020–08878
(C)	CALCULATED DATA
R/W	RIGHT–OF–WAY
Y.C.R.	YUMA COUNTY RECORDS
APN–000–00–000	ASSESSORS PARCEL NUMBER
P.U.E.	PUBLIC UTILITY EASEMENT
2	NEW LOT NUMBER
17	EXISTING LOT NUMBER
	NEW BUILDING SETBACK LINE AND DRAINAGE EASEMENT WHERE NOTED
	NEW EASEMENT

BASIS OF BEARING

THE SOUTH LINE OF SECTION 14, ALSO BEING THE NORTH LINE OF SECTION 23, TOWNSHIP 11 SOUTH, RANGE 24 WEST, GILA AND SALT RIVER BASE AND MERIDIAN, YUMA COUNTY, ARIZONA, AS RECORDED IN FEE #2007–18783, BOOK 23 OF PLATS, PAGES 57&58, YUMA COUNTY RECORDER'S OFFICE.

NAMELY: S 89°32'34" E

BENCHMARK

FROM TOPOGRAPHIC SURVEY OF COUNTY 25TH STREET FROM AVENUE E TO AVENUE D PLANS BY VEGA & VEGA ENGINEERING, PLLC SEALED 3/3/2014. TOP OF FOUND BRASS CAP IN HEADWALL.

ELEVATION = 164.99

ZONING

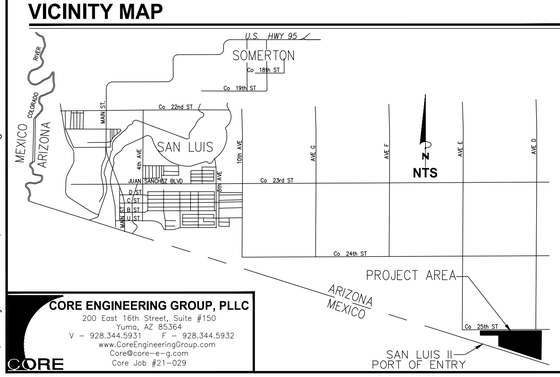
CURRENT CITY OF SAN LUIS ZONING: L–I (LIGHT INDUSTRIAL)

BUILDING SETBACKS: 15' FRONT
5' SIDE
10' STREET SIDE
10' REAR

FLOOD ZONE DESIGNATION

PER FLOOD INSURANCE RATE MAP (PANEL NUMBER 04027C2155E), EFFECTIVE DATE AUGUST 27, 2008, THE SUBJECT PROPERTY IS LOCATED WITHIN ZONE X: AREAS BETWEEN 100–YEAR FLOOD AND 500–YEAR FLOOD.

VICINITY MAP



ASSESSOR'S PARCEL NUMBER

A PORTION OF APN 227–23–032 AND APN 227–23–033

UNIT NO. 4 AREA

86.3071 ACRES

DATE PREPARED

MAY 2021

NOTES

1. ALL NEW PROPERTY CORNERS TO BE SET WITH A ½" REBAR WITH CAP STAMPED "LS 39005"
2. SEE SHEETS 2 FOR LOT AREAS.
3. SEE SHEET 2 FOR DEDICATIONS AND ACKNOWLEDGEMENT.

APPROVED

STATE OF ARIZONA
CITY OF SAN LUIS } SS

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

MAYOR

CITY MANAGER

CITY PLANNING & ZONING DIRECTOR

CITY ENGINEER

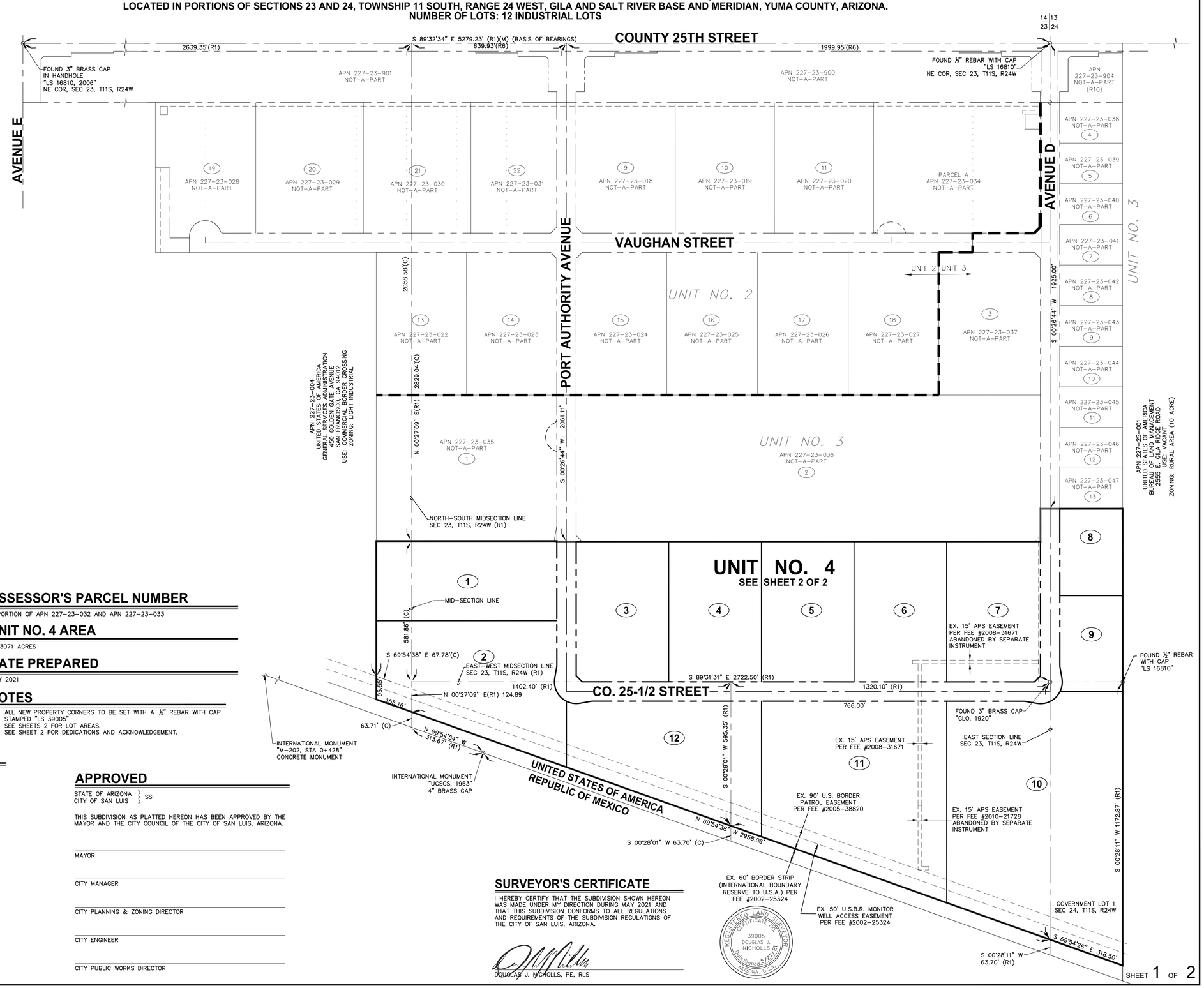
CITY PUBLIC WORKS DIRECTOR

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE SUBDIVISION SHOWN HEREON WAS MADE UNDER MY DIRECTION DURING MAY 2021 AND THAT THIS SUBDIVISION CONFORMS TO ALL REGULATIONS AND REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY OF SAN LUIS, ARIZONA.

DOUGLAS J. NICHOLLS, PE, RLS

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
39005
DOUGLAS J.
NICHOLLS
Date Signed 5/27/21
ARIZONA, U.S.A.



CORE ENGINEERING GROUP, PLLC
200 East 16th Street, Suite #150
Yuma, AZ 85364
V – 928.344.5931 F – 928.344.5932
www.CoreEngineeringGroup.com
Core@core-e-g.com
Core Job #21–029

Thu, 27 May 2021 - 9:54am, Z:\2021\21-029\dwgs\PrelimPlat\21-029 Prelim Plat.dwg, " Core Engineering Group, PLLC"

FINAL PLAT MAGRINO INDUSTRIAL PARK UNIT NO. 4

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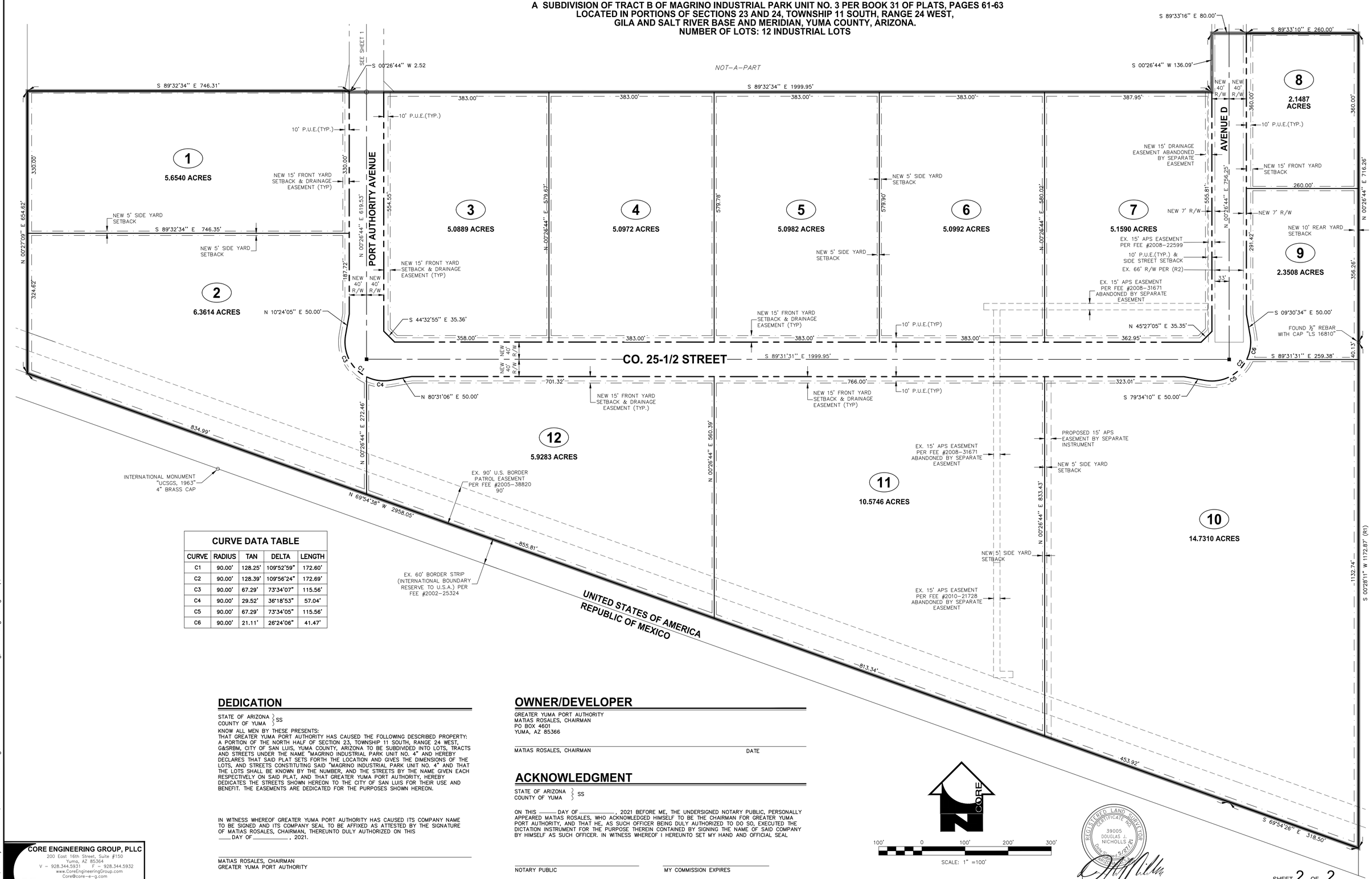

CURVE DATA TABLE

CURVE	RADIUS	TAN	DELTA	LENGTH
C1	90.00'	128.25'	109°52'59"	172.60'
C2	90.00'	128.39'	109°56'24"	172.69'
C3	90.00'	67.29'	73°34'07"	115.56'
C4	90.00'	29.52'	36°18'53"	57.04'
C5	90.00'	67.29'	73°34'05"	115.56'
C6	90.00'	21.11'	26°24'06"	41.47'

DEDICATION

STATE OF ARIZONA }
COUNTY OF YUMA } SS

KNOW ALL MEN BY THESE PRESENTS:
THAT GREATER YUMA PORT AUTHORITY HAS CAUSED THE FOLLOWING DESCRIBED PROPERTY: A PORTION OF THE NORTH HALF OF SECTION 23, TOWNSHIP 11 SOUTH, RANGE 24 WEST, G&SRBM, CITY OF SAN LUIS, YUMA COUNTY, ARIZONA TO BE SUBDIVIDED INTO LOTS, TRACTS AND STREETS UNDER THE NAME "MAGRINO INDUSTRIAL PARK UNIT NO. 4" AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, AND STREETS CONSTITUTING SAID "MAGRINO INDUSTRIAL PARK UNIT NO. 4" AND THAT THE LOTS SHALL BE KNOWN BY THE NUMBER, AND THE STREETS BY THE NAME GIVEN EACH RESPECTIVELY ON SAID PLAT, AND THAT GREATER YUMA PORT AUTHORITY, HEREBY DEDICATES THE STREETS SHOWN HEREON TO THE CITY OF SAN LUIS FOR THEIR USE AND BENEFIT. THE EASEMENTS ARE DEDICATED FOR THE PURPOSES SHOWN HEREON.

IN WITNESS WHEREOF GREATER YUMA PORT AUTHORITY HAS CAUSED ITS COMPANY NAME TO BE SIGNED AND ITS COMPANY SEAL TO BE AFFIXED AS ATTESTED BY THE SIGNATURE OF MATIAS ROSALES, CHAIRMAN, THEREUNTO DULY AUTHORIZED ON THIS ____ DAY OF_____, 2021.

MATIAS ROSALES, CHAIRMAN
GREATER YUMA PORT AUTHORITY

OWNER/DEVELOPER

GREATER YUMA PORT AUTHORITY
MATIAS ROSALES, CHAIRMAN
PO BOX 4601
YUMA, AZ 85366

MATIAS ROSALES, CHAIRMAN DATE

ACKNOWLEDGMENT

STATE OF ARIZONA }
COUNTY OF YUMA } SS

ON THIS _____ DAY OF _____, 2021 BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED MATIAS ROSALES, WHO ACKNOWLEDGED HIMSELF TO BE THE CHAIRMAN FOR GREATER YUMA PORT AUTHORITY, AND THAT HE, AS SUCH OFFICER BEING DULY AUTHORIZED TO DO SO, EXECUTED THE DICTATION INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED BY SIGNING THE NAME OF SAID COMPANY BY HIMSELF AS SUCH OFFICER. IN WITNESS WHEREOF I HEREUNTO SET MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC MY COMMISSION EXPIRES

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
39005
DOUGLAS J. NICHOLLS
Date Signed 5/26/21
Arizona U.S.A.

CORE ENGINEERING GROUP, PLLC
200 East 16th Street, Suite #150
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V – 928.344.5931 F – 928.344.5932
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Thu, 27 May 2021 - 9:54am, Z:\2021\21-029\dwgs\PrelimPlat\21-029 Prelim Plat.dwg, "Core Engineering Group, PLLC"

June 11, 2021

SUBDIVISION CASE NUMBER: 2021-0419F

CASE SUMMARY: A request by Core Engineering Group LLC, on behalf of the Greater Yuma Port Authority, owner, for the final plat approval for Magrino Industrial Park Unit No. 4. This subdivision will contain 12 lots, approximately 86.30 acres in size. The lots ranging in size from 2 acres to 14 acres. The property is located south of County 25th Street between Avenue E and Avenue D. PID # 227-23-048, San Luis, Arizona.

PUBLIC MEETING: July 13, 2021

COMMENTS DUE: June 18, 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 & Final Plat

☒ COMMENTS ☐ NO COMMENTS

Enter Comments below: Please see below.

Date: 6/16/21

Agency: Yuma County Airport Authority, Inc.

Phone: 928-726-5882

Return to: P&Z@sanluisaz.gov

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.

Planning and Zoning Commission

July 13, 2021

Subdivision Case No. 2021-0418P
Subdivision Case No. 2021-0419F

Magrino Industrial Park Unit No. 4 Subdivision

Request: For Preliminary and Final Plat approval regarding the Magrino Industrial Park Unit No. 4. This subdivision consists of approximately 86.30 acres and will contain 12 industrial lots. The lots range in size from approximately 2 to 14 acres. Assessor's Parcel Number 227-23-048.

Subdivision Case No. 2021-0418P
Subdivision Case No. 2021-0419F

Location Map

FINAL PLAT MAGRINO INDUSTRIAL PARK UNIT NO. 4

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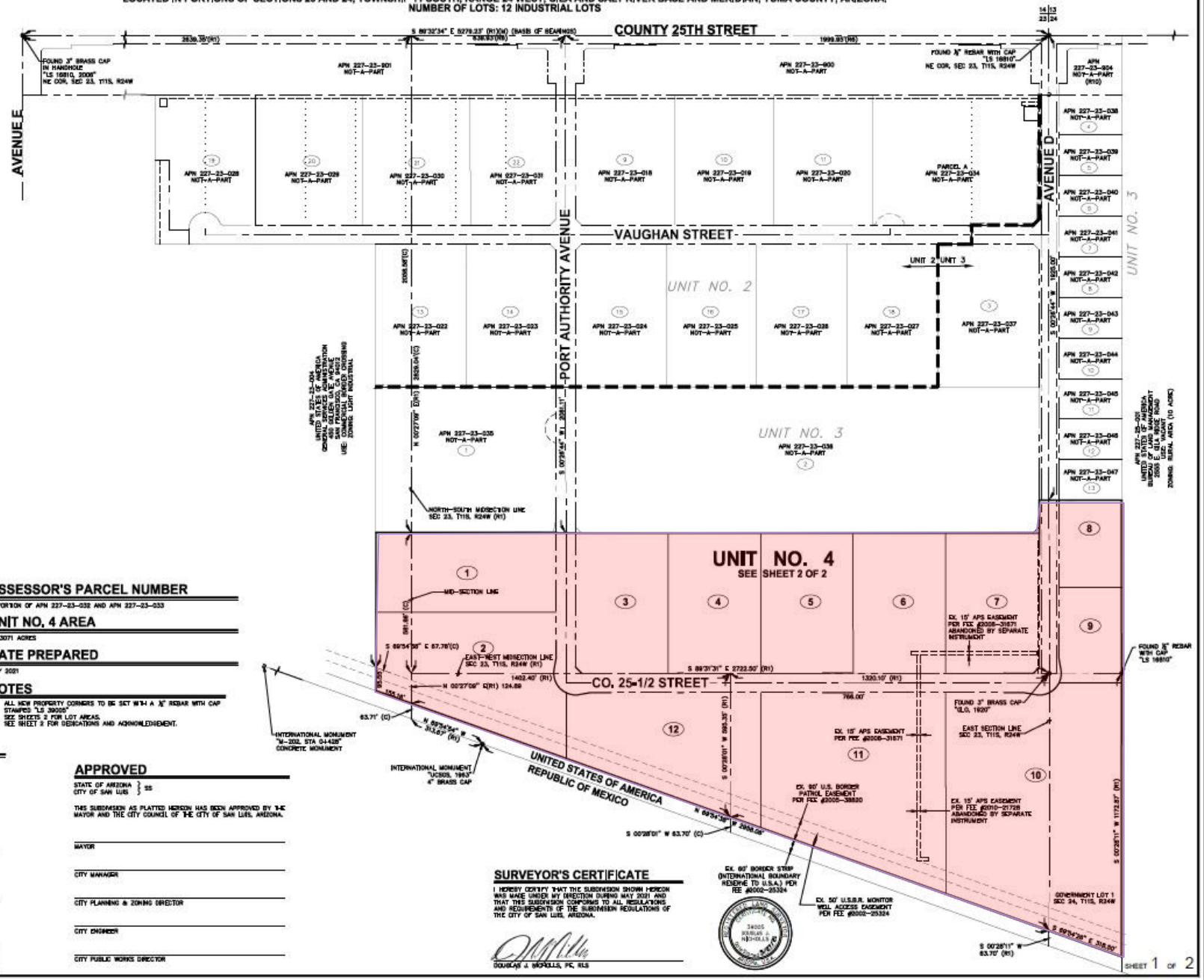


ASSESSOR'S PARCEL NUMBER

A PORTION OF APN 227-23-032 AND APN 227-23-033

UNIT NO. 4 AREA

86.3071 ACRES

DATE PREPARED

MAY 2021

NOTES

1. ALL NEW PROPERTY CORNERS TO BE SET WITH A ½" REBAR WITH CAP STAMPED "LS 39205"
2. SEE SHEETS 2 FOR LOT AREAS.
3. SEE SHEET 2 FOR DEDICATIONS AND ACKNOWLEDGEMENT.

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

CITY MANAGER

CITY PLANNING & ZONING DIRECTOR

CITY ENGINEER

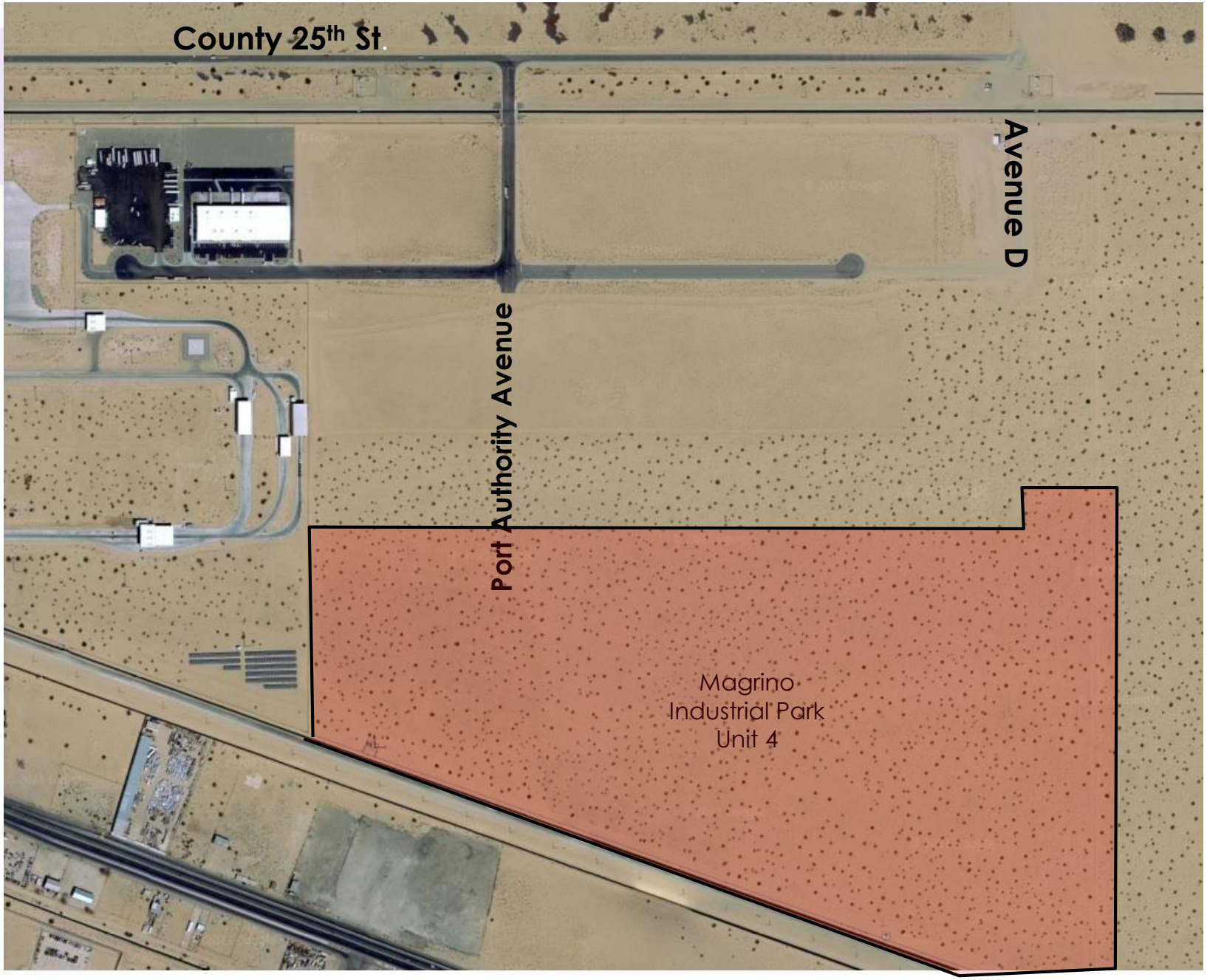
CITY PUBLIC WORKS DIRECTOR

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE SUBDIVISION SHOWN HEREON WAS MADE UNDER MY DIRECTION DURING MAY 2021 AND THAT THIS SUBDIVISION CONFORMS TO ALL REGULATIONS AND REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY OF SAN LUIS, ARIZONA.

DOUGLAS J. NICHOLLS, PE, RLS

Aerial View


County 25th St.
Avenue D
Port Authority Avenue
Magrino
Industrial Park
Unit 4

Subdivision Case No. 2021-0418P
Subdivision Case No. 2021-0419F

Staff Recommendation:

Staff recommends approval of this request for the Preliminary and Final Plat for Magrino Industrial Park Unit No. 4 with the condition that the applicant addresses review comment letter dated JULY 8, 2021.

Recommended Motion:

- I MOVE TO APPROVE THE PRELIMINARY PLAT AND FINAL PLAT WITH THE CONDITION THAT THE APPLICANT ADDRESSES REVIEW COMMENT LETTER DATED JULY 8, 2021.