



NOTICE OF SPECIAL 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 Special Planning & Zoning Commission Meeting at 7:00 p.m., Tuesday, September 21, 2021. The meeting will take place at the Cesar Chavez Cultural Center, located at 1015 N. Main 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 ESPECIAL 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 especial a las 7:00 p.m., el día Martes, 21 de Septiembre del 2021. La junta se llevará a cabo en Cesar Chavez Centro Cultural de la ciudad, ubicado en el 1015 N. Main 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
Special Meeting
San Luis Cesar Chavez Cultural Center
1015 N. Main Street
San Luis, AZ 85349
Tuesday, September 21, 2021
7:00 P.M.

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.

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

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 September 14, 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 only on any and all matters regarding Major Amendment Case No. 2021-0335. A request by DuBose Design Group, Inc. to change the land use designation of Assessor's parcels 227-14-006, 007, 008 and a portion of parcel 227-14-009 totaling 197.97 acres from Commercial (C) to Medium Density Residential (MDR), parcels 227-14-002 and a portion of parcel 227-14-004 totaling 231.56 acres from Employment (EMP) to Medium Density Residential (MDR), and parcels 227-11-006, 007 and 008 totaling 37.48 acres from Employment (EMP) to Commercial (C).

- A. Open public hearing
 - 1. Staff presentation
 - 2. Call to the public on this item.
- B. Close Public Hearing

- 4. B.** Public hearing followed by discussion and possible action on any and all matters regarding Major Amendment Case No. 2021-0337. A request by Core Engineering Group PLLC on behalf of Boarder Ranches II AZ LLC to change the land use designation of a 20 acre parcel from Commercial (C) to Medium Density Residential (MDR). Assessor's parcel number 227-15-030, located on the northeast corner of 20th Avenue and County 24 1/2 Street in San Luis Arizona.

- A. Open public hearing
 - 1. Staff presentation
 - 2. Call to the public on this item
- B. Close public hearing

- 4. C.** Public hearing followed by discussion only on any and all matters regarding Major Amendment Case No. 2021-0340. A request by Edais Engineering Inc. on behalf of Riedel Holdings LLC to change the land use designation of two pacels 180.9 acres in size from Commercial (C) and Employment (EMP) to Medium Density Residential (MDR). Assessor's Parcel Numbers 227-11-004 and 005, located on the southeast corner of County 23 1/2 Street and Avenue E in San Luis Arizona.

- A. Open public hearing
 - 1. Staff Presentation
 - 2. Call to the public on this item
- B. Close public hearing

5. ADJOURNMENT



AGENDA ITEM REVIEW FORM

Special Planning & Zoning Commission Meeting

3. A.

Meeting Date: 09/21/2021

Summary

APPROVAL OF MINUTES

-Regular Planning and Zoning Commission meeting held September 14, 2021

Attachments

Minutes of September 14, 2021

MINUTES

REGULAR MEETING
PLANNING AND ZONING COMMISSION
SAN LUIS COUNCIL CHAMBERS
1090 E. UNION STREET
SEPTEMBER 14, 2021
7:00 PM

1. CALL TO THE ORDER /ROLL CALL: The meeting was called to order at 7:00 PM, by Vice Chairman Marco A. Pinzon.

PRESENT:

Chairman Marco A. Pinzon
Vice Chairman Veronica Zavala
Commission Member Javier Barraza
Commission Member Hugo Garcia (arrived @ 7:09 p.m.)
Commission Member George Amaya

ABSENT:

Commission Member Guillermina Fuentes
Commission Member Case Van Veen

OTHERS PRESENT:

Jose A. Guzman, Director of Planning and Zoning
Roman Pacheco, Planning Technician
Fernando Villegas, Principal Planner
Kay Macuil, City Attorney
Alexis A. Gomez, Code Enforcement Officer
Derek Duenas, I.T. Manager
Francia Alonso, Acting Assistant to Mayor & City Council
Jenny Torres, Economic Development Manager
Jonathan Dumadag, I.T. Department
Luis E. Cabrera, Council Member
Marco Santana, Police Lieutenant
Matias Rosales, Council Member
Agustin Tumbaga, Jr., DHG Management & Construction
Alba Gomez, Los Alamos Builders
Daniel Bazua, R.L. Jones Customhouse Brokers
Elizabeth Carpenter, Long Realty
Francisco Heredia, Los Alamos Builders
Frank Rascon, Frank's Service Trucking
Gary Magrino, Business Director - Cocopah Indian Tribe
John Klein, Core Engineering Group, PLLC.
Laura Noel, Somerton School District No. 11

Najeh K. Edais, Edais Engineering, Inc.
Nieves Riedel, Riedel Holdings, LLC.
Olivia Jenkins, Riedel Holdings, LLC.
Russ Jones, R.L. Jones Customhouse Brokers
Thomas Ryan, Housing America Corporation

2. PLEDGE OF ALLEGIANCE:

The Pledge of Allegiance was led by Commission Member George Amaya.

3. CONSENT AGENDA

3. A. APPROVAL OF MINUTES

-Special Planning and Zoning Commission meeting held August 3, 2021.

MOTION: Commission Member Javier Barraza / Vice Chairman Veronica Zavala 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
Acting Chairman 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 Major Amendment Case No. 2021-0335. A request by DuBose Design Group, Inc. to change the land use designation of Assessor's parcels 227-14-006, 007, 008 and a portion of parcel 227-14-009 totaling 197.97 acres from Commercial (C) to Medium Density Residential (MDR), parcels 227-14-002 and a portion of parcel 227-14-004 totaling 231.56 acres from Employment (EMP) to Medium Density Residential (MDR), and parcels 227-11-006, 007 and 008 totaling 37.48 acres from Employment (EMP) to Commercial (C).

A. Open public hearing

MOTION: Commission Member Javier Barraza / 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 Hugo Garcia	Aye
Commission Member George Amaya	Aye

Jose Guzman, Director of Planning and Zoning stated that Mr. Villegas, Principal Planner was going to present this cases and mentioned that tonight meeting is to gather public comments, the commission will be making a recommendation on next week Planning and Zoning Commission meeting.

1. Staff Presentation

Fernando Villegas, Principal Planner, presented and summarized staff report recommending continuance of the public hearing for the Major General Plan Amendment Case No. 2021-0335.

Tom Dubose, Dubose Design Group, Inc., representing David Loo and Elizabeth Carpenter, stated that he had a lot to share and presented a power point presentation to the Planning and Zoning Commission. The presentation had the following topics:

- What is the General Plan? From time to time some will propose changes to the General Plan.
- City of San Luis 2040 General Plan (Land Ownership Map) **Mr. Dubose** explained that the white boxes as shown in this map are the privately own properties in east San Luis.
- City of San Luis 2040 General Plan (Future Land Use) **Mr. Dubose** explained that as you can see on the map it has a lot of yellow areas that represent were residential can be develop. you can also notice that a lot of the yellow is on government property. **Mr. Dubose** stated that they are proposing a general plan amendment, a major amendment that will facilitate employment opportunities creating through business expansion. The 2040 General Plan adopted last year in our opinion overstates the potential industrial development base on the history of border crossing. Also the 2040 General Plan Land Ownership map leaves out future residential growth due to state and federal ownership.
- Introduction
- Major Amendment Plan
- What's is our Plan?
- Border Community History
- Case Study – Nogales, Arizona
- Case Study -Otay Mesa, California
- Case Study – Calexico East Port, California
- How can this project come to life? (proposed plan)
- General Plan Amendment
- Importance of Project Work, Live, Shop and Prosper in San Luis, AZ
- Traffic Impact
- Truck Crossing Statistics
- City of San Luis Long Term traffic plan provides access for commercial trucks along County 25th to Avenue B. (map)
- Other Traffic Impacts
- New Housing Permits (Chart)
- Water & Waste Water (location map)
- Sam Group is "Curating" other developments in East San Luis
 - Food Truck Court
 - Suites type hotel
 - Satellite grocery store

- Additional school sites
- Summary

Mr. Dubose thanked the members of the commission for allowing to get through this presentation and that he was available for any questions.

2. Call to the Public on this item

Russ Jones, R.L. Jones Customhouse Broker, stated that he is not against residential growth, I am against growth that is not thoroughly well planned with the funding, the necessary things to accommodate traffic so that all the residents and children are safe in this area. What I see here, many of my people have moved to the Bienestar and the newer subdivisions were they work near the Port of Entry at our facility, we do need that but it needs to be well planned. I looked at other cities, I grew up in Calexico I know how they work and for the most part, yes there are some traffic lights but all of those were well planned. This was done ahead of the development. Furthermore, Jones stated that this look like a great plan they are proposing but I do not see any money or anything on their plan that said how this is going to be built. We do not have property tax here, development is done through special districts, the people who buy the houses over the year pays their fees and taxes to the district to pay for the infrastructure that should have been put in place and for that reason you cannot get a property tax to San Luis. All I see here another development with no plan or revenue stream nothing upfront, how they are going to pay for traffic mitigation. I am not oppose to growth, I think it needs to be more planning and discussion about this. I want to preserve all the jobs we have in the Industrial Park. We have to projects that are in the planning stage which will bring more jobs down there and more traffic for those jobs.

Frank Rascon, 435 N. Cesar Chavez, San Luis Resident, stated that he has been in business in San Luis, Arizona since 1984 and he is the president of Southwest Arizona Port Use Association and city representative at the Port Authority. The concern here is how do we planned moving forward. The port, the numbers are not where we would like them to be. When we build when Avenue E was done we did not envision that we were going to have houses all around so soon. I am concerned that we are going to end up with a stop sign like we have on Urtuzuastegui or like the one we have on Cesar Chavez where the trucks are moving a half a mile at a time, I think there is a way to work around this, I am certainly not oppose to find a solution but it has to be a real solution that is going to happen as supposed to promises that of a potential alternate route that may be or may not.

Gary Magrino, representing Yuma Port Authority and Cocopah Indian Tribe, stated the objections are not the growth, the objection is Avenue E and the traffic study. Both entities are concerned if you disapprove and the major amendment is given, the houses will be built, the people will be move if the demand is there, what about the infrastructure? Would Avenue E be built be correctly? Would Avenue E be spread out? And then we got the concern from Mexico and San Luis I. What I am hearing through across the border that the San Luis I Mexican side is not going to be developed. They are going to put all of their efforts out here in San Luis II were we will have more cars, pedestrian, buses in addition to additional crow, which again go to the major corridor on Avenue E. We think that probably we should wait how this develops, we are asking you to take time maybe a year or two.

Thomas Ryan, Executive Director of Housing America, stated that he wanted to give the commission an idea of the demand of housing that we are seeing. Even before we decided to return to San Luis a couple of years and we did officially last month with our affordable housing programs we were inundated with applications from young people that want to build their home here. In the last three months we collected over 110 applicants. I just wanted to tell you the demand is here now and it's here today.

Alba Gomez, Los Alamos Builders, stated that her reason for her presence today is to support this Major Amendment and to share some information on how the approval of the proposed development impact argument. Furthermore Gomez stated that they have 21 houses under construction and presented a power point presentation and encourage to please join in a vote in favor of the proposed residential zoning amendment.

B. Close public hearing

MOTION: Commission Member Javier Barraza / Commission Member Hugo Garcia to continue public hearing regarding Major General Plan Amendment Case No. 2021-0335 to the Planning and Zoning Commission meeting of September 21, 2021. The Motion passed unanimously.

The vote was as follows:

Chairman Marco A. Pinzon	Aye
Vice Chairman Veronica Zavala	Aye
Commission Member Javier Barraza	Aye
Commission Member Hugo Garcia	Aye
Commission Member George Amaya	Aye

4. B. Public Hearing followed by discussion and possible action on any and all matters regarding Major Amendment Case No. 2021-0337. A request by Core Engineering Group PLLC on behalf of Boarder Ranches II AZ LLC to change the land use designation of a 20 acre parcel from Commercial (C) to Medium Density Residential (MDR). Assessor's parcel number 227-15-030, located on the northeast corner of 20th Avenue and County 24 1/2 Street in San Luis Arizona.

A. Open public hearing

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

The vote was as follows:

Chairman Marco A. Pinzon	Aye
Vice Chairman Veronica Zavala	Aye
Commission Member Javier Barraza	Aye
Commission Member Hugo Garcia	Aye
Commission Member George Amaya	Aye

1. Staff presentation

Fernando Villegas, Principal Planner, presented and summarized staff report recommending continuance of public hearing for Major General Plan Amendment Case No. 2021-0337.

2. Call to the Public on this item

Jonathan Klein, Core Engineering Group, LLC, stated that he submitted this major amendment application. Our intention is to develop 40 acres south of Belleza Del Desierto Phase I and II to residentially zone housing. Today we're just trying to the amendment in order to move forward to the near future based on conditions the council can pose during the subdivision process. I think this area is perfectly suited for more residential growth.

B. Close public hearing

MOTION: Commission Member George Amaya / Commission Member Hugo Garcia to close continue public hearing regarding Major General Plan Amendment Case No. 2021-0337 to the Planning and Zoning Commission Meeting September 21, 2021. The Motion passed unanimously.

The vote was as follows:

Chairman Marco A. Pinzon	Aye
Vice Chairman Veronica Zavala	Aye
Commission Member Javier Barraza	Aye
Commission Member Hugo Garcia	Aye
Commission Member George Amaya	Aye

4. C. Public hearing followed by discussion only on any and all matters regarding Major Amendment Case No. 2021-0340. A request by Edais Engineering Inc. on behalf of Riedel Holdings LLC to change the land use designation of two parcels 180.9 acres in size from Commercial (C) and Employment (EMP) to Medium Density Residential (MDR). Assessor's Parcel Numbers 227-11-004 and 005, located on the southeast corner of County 23 1/2 Street and Avenue E in San Luis Arizona.

A. Open public hearing

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

The vote was as follows:

Chairman Marco A. Pinzon	Aye
Vice Chairman Veronica Zavala	Aye
Commission Member Javier Barraza	Aye
Commission Member Hugo Garcia	Aye
Commission Member George Amaya	Aye

1. Staff presentation

Fernando Villegas, Principal Planner, presented and summarized staff report recommending continuance of the public hearing for the Major General Plan Amendment Case No. 2021-0340.

Chairman Marco A. Pinzon, asked is there an agreement there if something wants to develop that close. **Villegas** responded no, a development agreement exist for the entire property but no buffer is included as part of the development.

Commission Member George Amaya, asked if staff can share the comments received from the reviewing agencies. **Villegas** responded yes, as this comments are part of the staff report. The City Engineer was concerned about residential development adjacent to the Detention Center. The Fire Department they do not have any comments until they submit subdivision for review. The Yuma County Development Services they are in opposition for this type of development in the area and ADOT they want to see a traffic study before they build something.

2. Call to the Public on this item

Russ Jones, Jones Customhouse Broker, stated that basically he has the same problems with develop, I am not against development some of the good things I see on this one, on the other hand a fairly large commercial buffer at least on Avenue E. The issue with the prison is something that I am not going to take up that is something that really is more for the citizens of San Luis to determine if there should be a similar buffer between a prison and residential for a prison and a school for that matter. But the concerns I have in are the Port infrastructure the traffic studies that we feel is necessary. I read a traffic study that was presented by the Somerton School District and their traffic study said the new school is only going to create like 43 trips a day, I do not think so. I go by any school in San Luis when kids are getting out, you are going to see all kinds of cars all over the place and creating traffic issues and so I do not think that will be any different there. And without a major light that is suitable for semi's truck on 24th and Avenue E with comedy across traffic there is no really other way for all those homes to get in and out. **Mr. Jones** furthermore stated that particularly the way now housing is financed in the infrastructure for that in San Luis is like a Ponzi scheme to me and yes there are jobs for construction during, once the construction is over then there are no more jobs there. On the contrary you need more police and fire. You will need other city services to support that. And again, the taxes that they pay are not necessarily going to support that, especially if they are not working here, they are working elsewhere in the community in Yuma. There is even less of their money here to spend, again the major size agriculture economic driver in San Luis is international Port of Entry both of them which need to be preserved protected and make sure that they operate and function properly. And I think, it is premature, but I think there is ways that we can plan around this so some of these folks can use their land productively but unless I see another plan, an overlay on how we are going to deal with the traffic I have to oppose. Something we have suggested from the part of the Industrial Park, perhaps there should be a special district form for transportation. So that all of the property commercial and industrial can be taxed or assessed so that we can build infrastructure and provide services that are needed for that many homes, 250 homes and the other 480 homes. We are talking about 800 homes and so the traffic is going to be enormous out there unless we plan for it up front.

Najeh Edais, Edais Engineering, Inc., stated that he appreciates the comments from Mr. Jones he's a good friend of mine we did of lots of fishing together. Mrs. Riedel purchased this subject property that

we are asking for the Major Amendment. This is located at the northeast corner of 24th and Avenue E, what we did immediately actually before we even purchased it, we went ahead and we master planned. I really agree with everybody that talks about master planning and putting your thoughts in a road before we start developing, so went ahead and master-planned it. We took everything to the consideration and as a matter of fact. Just today I went ahead and I signed the contract with the traffic engineer to go ahead and to do a traffic impact study. The traffic impact study will be completed in the next two to three weeks. So, hopefully in the next hearing we will be talking a little bit about traffic and the impact of traffic and the mitigation of some of the issues that some people are talking about, but the master plan that we did there, also it includes buffer zones. We are extremely sensitive towards the prison, the wastewater treatment plant. I was the one who designed and built the wastewater treatment plant and I know a little bit about it. The commercial area, we have 40 some acres of land that we are reserving for commercial. In that area you are talking about a gas station, we actually have it already planned and designed and as soon as the lot split is recorded we are going to proceed with submitting it to the city. We have already met with staff, along the gas station we have a grocery store that we will be putting over there and all of the necessary business that East San Luis actually need and whether it is the residential area in San Luis that needs it or the employment in the area such as all of these industrial buildings that they hold lots of employees. As you all know when Mrs. Riedel is involved in a project it happens, so my commitment to you that everything that I tell you tonight it will happen, this master plan that you are looking at. We actually already have phase one design 100 percent designed and its in the hands of the city. The minute that this is approved and I know it will be approved we will proceed to building the phase one which is on the north side. The water and sewer system are available, we actually extending a sewer line from this development to the wastewater plant. We are going to build a lift station at the wastewater treatment plant, we have already discussed this with city staff and Public Works Director and we said no problem we will do that and we will provide access to that sewer system for other people that wanting to connect to it. Traffic, I do not think is a problem, every place you go every street that you drive on there is trucks, buses, cars, and SUVs. The roads are made to drive on, when you start talking about we do not want to mix truck traffic with bus traffic, we do not want to mix bus traffic with regular traffic you are only fooling yourself because the highways that we drive on it has all of them. The streets that we are driving on has all of them.

Frank Rascon, 435 N. Cesar Chavez, San Luis Resident, mentioned that they are not opposed, I am not opposed to the development out there at all. I really appreciate the buffer zones, and the planning. But the traffic study, and put it in, I guess a lay person's deal that is what we need to be looking at. And that is my primary concern, looking at a traffic study for the net effect of having not just this development but the other developments for the area and how they are going to affect that growth. I am not saying the trucks, buses, and cars cannot go on the same road. But you would notice most major roads that have speed limits at 35 miles an hour do not have school crossings. This is a big fear, right? So how do we plan this out to avoid full intersection crosses? Traffic studies, I think there were a big deal now, maybe they are not required up to this point, maybe they were not thought but if this one's is 800 plus the other one has to be substantially more and if it's medium dense I imagine there is more people for square foot than this but that being said all of a sudden we are looking at thousands of cars out there. How is that going to affect? That is the concern I have, that is my problem with this. It isn't that we do not want to see development. We are well aware this seems to be the only logical solution at the moment to grow. The other solutions that are, probably going to take longer to do or they are going to take more money. My opposition is strictly because we do not know the traffic study. Now, we have smart people doing this not just a guy and what you see here is why don't we know the traffic studies

right now, why aren't we looking at it, with a simple question what are we going to do with the cars and the trucks. We do not bother to do this until down the road or why is that, because it costs a lot of money and that is the fear. If we push this and kick the end down the road a year, two, or three for future development, may not happen.

Gary Magrino, representing Yuma Port Authority and Cocopah Indian Tribe, stated that traffic studies and the lack of long range planning we are concern if the developers get in here and this gets approved the houses will go like crazy. The gas station will go up, everything will be booming and we will have to go back and try to recreate proper traffic flow.

Agustin Tumbaga, Jr., stated that the reason that he was there at the meeting was to support that this major amendment goes forward. When I first bought the Plaza Riedel my biggest fear was because other rentals that I have is that they were not going to survive during the summer. The other rentals that I have I normally have to break in the summer because it cost electricity and it reduces unemployment there isn't a lot people spending. Five years I have been in that plaza that has not happened. When we first bought the plaza there were some vacancies, right now we are down to three to four vacancies and the reason behind that it is because of growth. The growth has happened in San Luis by stopping some of these amendments for some of these different groups that are being presented. You will send the wrong message out there to tell people San Luis is not thinking of growth. We are looking at stopping it and there is still come more commercial buildings you guys down here. If you send messages stating that this is what is going to happened with San Luis with the growth. It will trickle down to investors, I won't say the other communities you know that have done that and look what happened to them, they have not grown and the business are not going there.

Olivia Jenkins, San Luis, AZ, resident, stated she was there on behalf of Riedel Construction and the people I have been working for the last two years. While we are lacking definitely we cannot deny we are lacking in commercial and jobs in San Luis. I been here 30 years and for the 35 years I worked for the City of San Luis commercial water accounts never really grew. There are people out there that can offer a help to San Luis like Mr. Jones and other people who have the ability to bring business in here. I challenge them to bring them in here. We have the buying power to do so. If they would do that and get up to par with our construction they would also bring jobs. Other than the 300 or so people that are employed through Riedel Construction there is also other people that get employed or get jobs or revenues through that because it is not just the construction workers it is the people that work at the title company, the people that work with the home insurance. So, there's jobs being created beyond just bringing home to San Luis. The company brings about a million to, in revenues the City of San Luis. Not only in construction permits, but there is also the revenues that are brought in by other entities. We pay impact fees through all those permits and it is not a few hundred dollars it is expensive to get a building permit, which is fine because that helps support the infrastructure that is being use within the city. Furthermore, Mrs. Jenkins stated that San Luis has always had traffic issues, which we can learn from the mistakes that we have done in the past. But we cannot say no more growth or no more residential because we have this problem over here, let's work up around it, let's do what we need to do and let's move on. One year or two years that we hold back or you say no to this amendment what is going to change in one year or two, if you hold us back. What is going to change? People are coming just like Ms. Alba mentioned they have a waiting list, we have a waiting list, people want to come and live to San Luis.

Laura Noel, Somerton School District No. 11, stated that she is the Superintendent at Somerton School District and she would like very much to answer any questions you have. I am in support of the change through the zoning in this area. It seems very smart to me the way that different builders have created the industrial commercial edges around the outside of the residential within the center. Because that just seems so smart that people who work in that area are going to live near that and I do not really understand the traffic conflict because it seems to me that if you have an industry that is attracting 400 workers to that industry you are going to have traffic coming to and from that industry. If you have housing you are going to have traffic to and from that housing it seems to me traffic is just one of those things that we need to resolve. We need to find solutions for and I have heard Mr. Jones and others recommend some kinds of solutions, let's go for it, let's plan for whatever needs to happen that is practical and we would solve the problem. The issue of the traffic study is a little of bit of a sore spot for me because we have done several now. The traffic study does not say what people want it to say that there is a traffic problem. The traffic studies we have done say there is no problem and that there is no reason to think that there is a problem. We will comply with any kind of regulation or set up that we need to do to make it work. Furthermore, Noel stated that they have the funding to build a school in east San Luis and have adjacent ways, and all the other funding sources that need to happen to build that school.

Commission Member Javier Barraza, asked what type of zoning does the parcel of the proposed school has? **Jose A. Guzman, Director of Planning and Zoning**, stated that just for clarification the school is not part of the applications we are reviewing today and that the zoning is Industrial and zoning does not apply to schools.

Chairman Marco A. Pinzon, mentioned that he hopes that staff would have the necessary information in regards to city services, police, fire, sewer and water. Do we have enough, are we ready? If there are plans ahead to better infrastructure to improve our roads or exit? Furthermore, Chairman Pinzon stated that last time they talked about this project, he remembers both groups were going to sit down and talk about it, and does not know if it happened, if it did not, he encourage them to follow through because if both entities does not come into an agreement, then we will make it for you, whether one or the other does not like it, but we do have to make a decision. **Pinzon** recommended to members of the commission to go through it and study the cases, and drive by the subject properties because this is our first step and then of course council will do the second.

B. Close public hearing

MOTION: **Commission Member George Amaya / Commission Member Hugo Garcia** to continue public hearing regarding Major General Plan Amendment Case No. 2021-0340 to the Planning and Zoning Commission Meeting September 21, 2021. The Motion passed unanimously.

The vote was as follows:

Chairman Marco A. Pinzon	Aye
Vice Chairman Veronica Zavala	Aye
Commission Member Javier Barraza	Aye
Commission Member Hugo Garcia	Aye
Commission Member George Amaya	Aye

6. ADJOURNMENT

MOTION: Chairman **Marco A. Pinzon** adjourn the Regular Planning and Zoning Commission meeting at approximately 9:09 p.m.

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 SEPTEMBER 14, 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

Special Planning & Zoning Commission Meeting

4. A.

Meeting Date: 09/21/2021

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

ITEM:

Public hearing followed by discussion only on any and all matters regarding Major Amendment Case No. 2021-0335. A request by DuBose Design Group, Inc. to change the land use designation of Assessor's parcels 227-14-006, 007, 008 and a portion of parcel 227-14-009 totaling 197.97 acres from Commercial (C) to Medium Density Residential (MDR), parcels 227-14-002 and a portion of parcel 227-14-004 totaling 231.56 acres from Employment (EMP) to Medium Density Residential (MDR), and parcels 227-11-006, 007 and 008 totaling 37.48 acres from Employment (EMP) to Commercial (C).

- A. Open public hearing
 - 1. Staff presentation
 - 2. Call to the public on this item.
- B. Close Public Hearing

BACKGROUND:

In 2019 Major Amendment Case No. 2019-0396 was withdrawn by the applicants for a similar request on the subject properties, this case was submitted under the City of San Luis 2020 General Plan. Later, on November 2020, the City adopted the 2040 General Plan.

A.R.S. § 9-461-06 H requires approval by affirmative votes of at least two-thirds of the members of City Council to pass a Major Amendment.

The City of San Luis 2040 General Plan identifies two existing land use categories in the area south of County 24th Street between Avenue E and Avenue D, Commercial (C) and Employment (EMP).

The approval of this major amendment will allow the applicants to rezone the subject properties to Medium Density Residential and Commercial zoning districts. The existing condition of the subject property is native desert undeveloped land zoned commercial (C2) and light industrial (LI).

ANALYSIS:

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

Employment (EMP): The Employment (EMP) 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.

Zoning districts permitted within EMP: LI and HI

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.

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

Parcels located east of the Avenue D ½ alignment are located outside of the Central Growth Area identified in the 2040 General Plan. According to the adopted 2040 General Plan Growth Element, the City should prioritize growth in the growth areas identified on the General Plan since these areas are suitable for multi modal transportation and for infrastructure expansion.

General Plan Policies:

Policy G-1.4: Preserve and protect areas designated for employment from encroachment by single-family residential or other incompatible uses.

The proposed residential land use change will be encroaching into employment land use designation in the area between Avenue D ½ and Avenue D. This proposal goes against this adopted policy since the applicant is not only requesting a land use change from Employment to Medium Density Residential but also is proposing residential development adjacent to employment in areas located to the south and east of this proposal.

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.

Infrastructure needs to be expanded for this proposal. Road improvements along all the existing arterial streets, a new sewer lift station to move wastewater to the existing east wastewater treatment plant and water line extensions or possibly a new water well in the area. According to the adopted City of San Luis 2040 General Plan, parcels located east of the Avenue D ½ alignment are located outside the Central Growth Area. Only the portion of the subject properties between Avenue E and Avenue D ½ are located inside the Central Growth Area where infrastructure is more likely to be expanded. In addition, the only road connection for this land use change is Avenue E. This request is partially in compliance with this adopted policy since new infrastructure needs to be constructed for this proposal.

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

This proposed land use change will be located adjacent to Commercial and Employment land use categories which some uses can be a compatible land use category with the proposed residential development. These land use categories will be located to the north and south. However, the adjacent properties located to the east are the location of the proposed solar wind energy tower. These adjacent properties are under contract with one of the applicants for the construction of the solar wind energy tower that would resemble a nuclear plant cooling tower design. This use will not be compatible with the proposed Medium Density Residential land use category. For this reason, this request is not in compliance with this adopted policy.

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

Development in the Central Growth Area is served and connected by Avenue E and County 24th Street. Both arterial roads are not fully improved. Although, the City public works department can request traffic studies for proposed subdivisions in accordance with public works standards, Avenue E is the only connection to Cesar Chavez Boulevard/SR-ASH. The applicant is not proposing a different route for road

transportation for the proposed residential development. In addition, County 24th Street will be the only road access for the solar wind energy tower if approved. This request is not in compliance with this adopted policy.

Policy PS 6.1 Require new growth and development to construct and dedicate public utility infrastructure to serve the development including water, wastewater and storm water improvements.

The developer should be responsible for providing all the necessary improvements including road construction, water, wastewater, and storm water. The proposed residential development will be required to construct and dedicate public utility infrastructure to serve the new development.

The east wastewater treatment plant is located on Avenue D north of County 24th Street. A new lift station will be needed and possibly a new water well for this land use change. This request will be in compliance with this adopted policy if the developers construct and dedicate public utility infrastructure to serve the development.

Policy PS 14.1 Plan the siting of higher intensity uses along major roadway corridors, such as Avenue E and Cesar Chavez Boulevard/SR-ASH.

This proposed land use change, if approved, will allow Medium Density Residential development along major roadways, the residential land use is not considered a high intensity use. Residential development is being proposed along Avenue E and County 24th Street. This policy supports commercial and industrial uses adjacent to these major roadways only. For this reason, the request is not in compliance with the adopted policy.

APPROVAL CRITERIA: The Planning and Zoning Commission and City Council shall assure that the proposed amendment meets all 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 development in other areas.
 - c. Adversely impacting existing or previously planned uses through increased traffic generated by the proposal on existing systems.
 - 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.

AGENCY REVIEW:

As part of the Major Amendment review process, this land use case was part of a 60- day review period and reviewed by various city and outside agencies. Staff received no comments during the 60-day review period.

As required by State Statute, staff has sent notification letters to property owners within 600 feet of the proposed project (15 letters). In addition, notification letters were sent to the property owners in the Magrino Industrial Park.

Staff received comment letters from the City Engineer, City Fire Department, Yuma County Development Services and ADOT for this case.

CITIZEN REVIEW MEETING:

A Citizen Review Meeting was held at City Hall on September 7, 2021 at the City Hall Council Chambers at 6:00 p.m. The purpose of the Citizen Review Meeting is to provide adjacent landowners and other potentially affected citizens an opportunity to ask questions and express any issues or concerns that they may have with the proposed amendment prior to the public hearing. 27 people were in attendance during the meeting.

SUMMARY:

Arizona Revised Statutes (A.R.S. §9-461.06(E)) require that cities over twenty-five thousand in population must hold two public hearings for any Major General Plan Amendment. The two or more public hearings must be held in two different locations on two different dates.

The Council Meeting public hearing will be held on October 13, 2021 at 7PM at San Luis City Hall Council Chambers, 1090 E. Union Street, San Luis Arizona.

STAFF RECOMMENDATION:

Staff Recommends approval to change the land use designation from Employment (EMP) to Commercial (C) for parcels 227-11-006,007 and 008 totaling 37.48 acres. This land use change is in compliance with the adopted policies of the City of San Luis 2040 General Plan.

Staff recommends denial to change the land use designation of Assessor's parcels 227-14-006, 007, 008, and a portion of parcel 227-14-009 totaling 197.97 acres from Commercial (C) to Medium Density Residential (MDR), parcels 227-14-002, and a portion of parcels 227-14-004 totaling 231.56 acres from Employment (EMP) to Medium Density Residential (MDR). Since the request is not consistent or in compliance with the adopted policies of the City of San Luis 2040 General Plan and a portion is located outside the Central Growth Area.

RECOMMENDED MOTION:

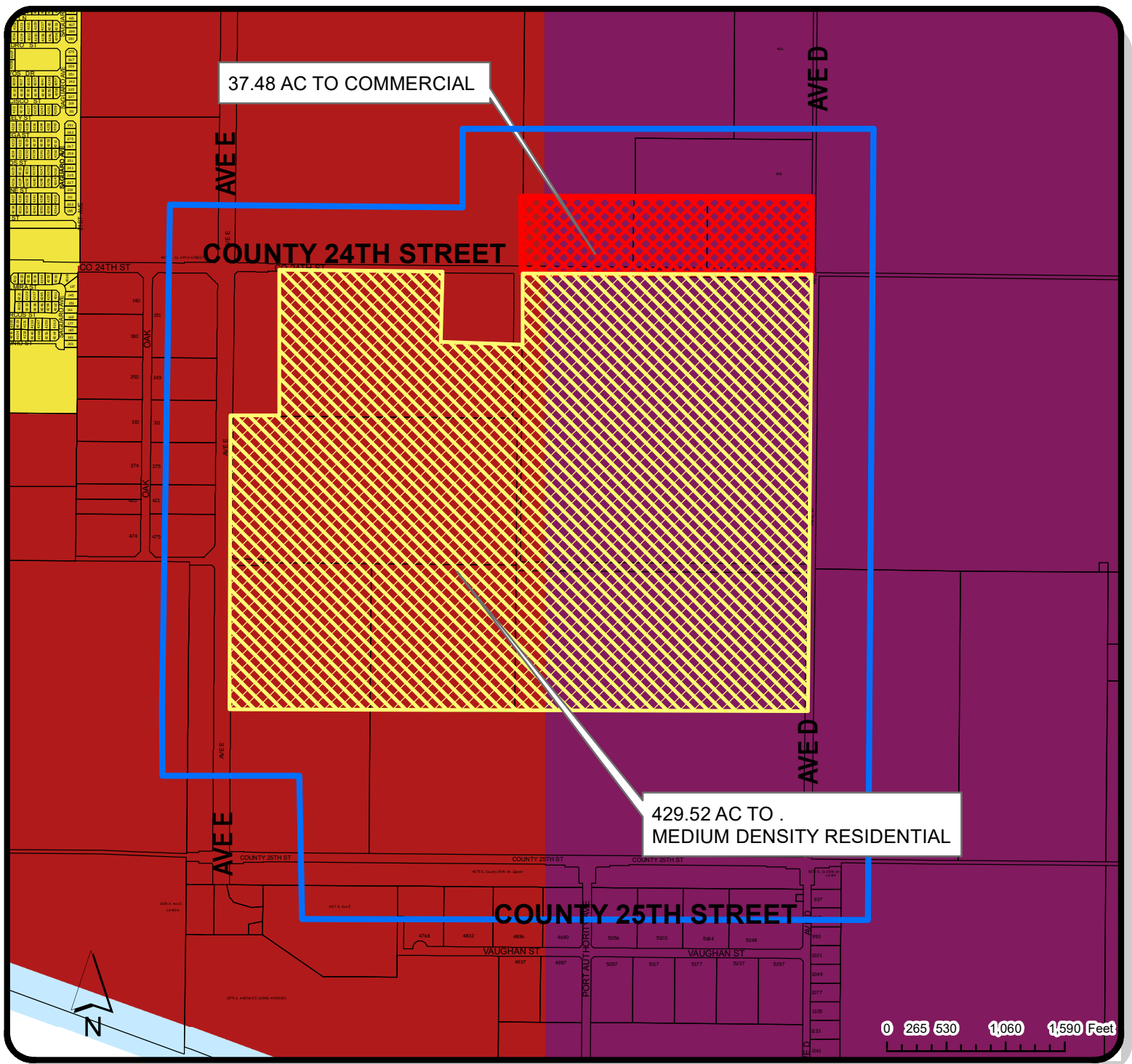
A. I MOVE TO OPEN PUBLIC HEARING.

B. I MOVE TO CLOSE PUBLIC HEARING.

C. I MOVE TO FORWARD MAJOR AMENDMENT CASE NO. 2021-0335 TO CITY COUNCIL WITH RECOMMENDATION OF APPROVAL TO CHANGE THE LAND USE DESIGNATION FROM EMPLOYMENT TO COMMERCIAL AND DENIAL TO CHANGE THE LAND USE DESIGNATION FROM COMMERCIAL AND EMPLOYMENT TO MEDIUM DENSITY RESIDENTIAL.

Attachments

Location Map
Staff Report
Applicant Narrative
Comment Letters
Pre annexation agreement



LOCATION OF SUBJECT PROPERTY

PARCELS: 227-11-006, 227-11-007, 227-11-008, 227-14-001
227-14-002, 227-14-004, 227-14-006, 227-14-007, 227-14-008

LOCATION MAP

Legend

LAND USE

- Medium Density Residential
- High Density Residential
- Commercial
- Employment
- Mixed Use Activity Center
- Conservation

600ft Notification Area

MAJOR AMENDMENT

CASE #
2021-0335

DATE:

5/6/20201

PLANNING & ZONING



GIS

CREATED BY:

ISAAC GUTIERREZ

CHECKED BY:

ROMAN PACHECO

APPROVED BY:

JOSE A. GUZMAN



Staff Report

Planning and Zoning Commission

September 14, 2021

Major Amendment 2021-0335:

REQUEST: To change the land use designation of Assessor's parcels 227-14-006, 007, 008, and a portion of parcel 227-14-009 totaling 197.97 acres from Commercial (C) to Medium Density Residential (MDR), parcels 227-14-002, and a portion of parcels 227-14-004 totaling 231.56 acres from Employment (EMP) to Medium Density Residential (MDR), and parcels 227-11-006, 007 and 008 totaling 37.48 acres from Employment (EMP) to Commercial (C).

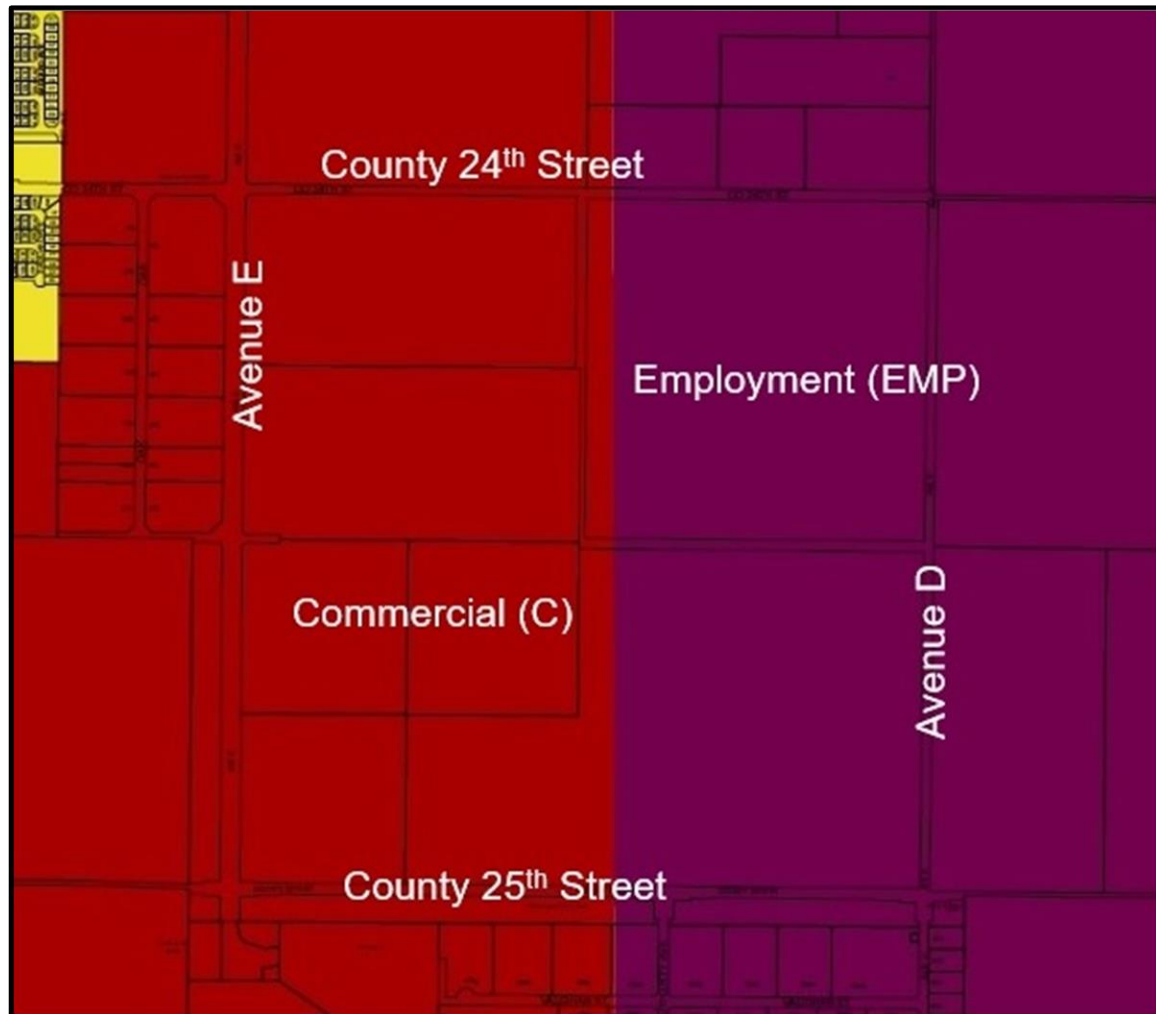
APPLICANT: DuBose Design Group, Inc. representing Von Verde Development LLC, Elizabeth Carpenter, David Loo and Moy Farming Company LLC.

DIRECTIONS: The parcels are located on the south east corner of County 24th Street and Avenue E in San Luis, Arizona.

BACKGROUND: In 2019 Major Amendment Case No. 2019-0396 was withdrawn by the applicants for a similar request on the subject properties, this case was submitted under the City of San Luis 2020 General Plan. Later, on November 2020, the City adopted the 2040 General Plan.

A.R.S. § 9-461-06 H requires approval by affirmative votes of at least two-thirds of the members of City Council to pass a Major Amendment.

GENERAL PLAN: The City of San Luis 2040 General Plan identifies two existing land use categories in the area south of County 24th Street between Avenue E and Avenue D, Commercial (C) and Employment (EMP), 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

Employment (EMP): The Employment (EMP) 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.

Zoning districts permitted within EMP: LI and HI

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.

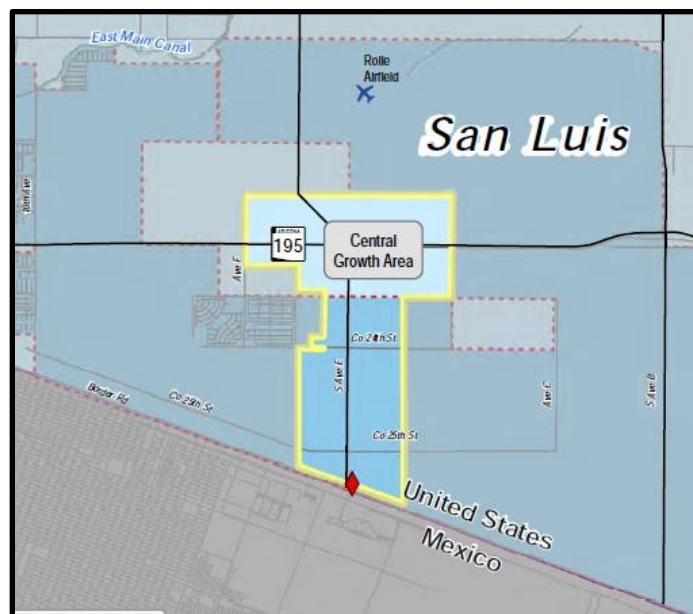
Zoning districts permitted within MDR: R1-6, R1-8, R1-12, R1-20, R1-35, R2, MHS, MHP and PUD.

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

The approval of this major amendment will allow the applicants to rezone the subject properties to Medium Density Residential and Commercial zoning districts. The existing condition of the subject property is native desert undeveloped land zoned commercial (C2) and light industrial (LI).

CRITICAL ISSUES: Parcels located east of the Avenue D ½ alignment are located outside of the Central Growth Area identified in the 2040 General Plan. According to the adopted 2040 General Plan Growth Element, the City should prioritize growth in the growth areas identified on the General Plan since these areas are suitable for multi modal transportation and for infrastructure expansion. The Central Growth Area in the City of San Luis is shown below:



Central Growth Area Map

General Plan Policies:

Policy G-1.4: Preserve and protect areas designated for employment from encroachment by single-family residential or other incompatible uses.

The proposed residential land use change will be encroaching into employment land use designation in the area between Avenue D ½ and Avenue D. This proposal goes against this adopted policy since the applicant is not only requesting a land use change from Employment to Medium Density Residential but also is proposing residential development adjacent to employment in areas located to the south and east of this proposal.

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.

Infrastructure needs to be expanded for this proposal. Road improvements along all the existing arterial streets, a new sewer lift station to move wastewater to the existing east wastewater treatment plant and water line extensions or possibly a new water well in the area. According to the adopted City of San Luis 2040 General Plan, parcels located east of the Avenue D ½ alignment are located outside the Central Growth Area. Only the portion of the subject properties between Avenue E and Avenue D ½ are located inside the Central Growth Area where infrastructure is more likely to be expanded. In addition, the only road connection for this land use change is Avenue E. This request is partially in compliance with this adopted policy since new infrastructure needs to be constructed for this proposal.

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

This proposed land use change will be located adjacent to Commercial and Employment land use categories which some uses can be a compatible land use category with the proposed residential development. These land use categories will be located to the north and south. However, the adjacent properties located to the east are the location of the proposed solar wind energy tower. These adjacent properties are under contract with one of the applicants for the construction of the solar wind energy tower that would resemble a nuclear plant cooling tower design. This use will not be compatible with the proposed Medium Density Residential land use category. For this reason, this request is not in compliance with this adopted policy.

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

Development in the Central Growth Area is served and connected by Avenue E and County 24th Street. Both arterial roads are not fully improved. Although, the City public works department can request traffic studies for proposed subdivisions in accordance with public works standards, Avenue E is the only connection to Cesar Chavez

Boulevard/SR-ASH. The applicant is not proposing a different route for road transportation for the proposed residential development. In addition, County 24th Street will be the only road access for the solar wind energy tower if approved. This request is not in compliance with this adopted policy.

Policy PS 6.1 Require new growth and development to construct and dedicate public utility infrastructure to serve the development including water, wastewater and storm water improvements.

The developer should be responsible for providing all the necessary improvements including road construction, water, wastewater, and storm water. The proposed residential development will be required to construct and dedicate public utility infrastructure to serve the new development.

The east wastewater treatment plant is located on Avenue D north of County 24th Street. A new lift station will be needed and possibly a new water well for this land use change. This request will be in compliance with this adopted policy if the developers construct and dedicate public utility infrastructure to serve the development.

Policy PS 14.1 Plan the siting of higher intensity uses along major roadway corridors, such as Avenue E and Cesar Chavez Boulevard/SR-ASH.

This proposed land use change, if approved, will allow Medium Density Residential development along major roadways, the residential land use is not considered a high intensity use. Residential development is being proposed along Avenue E and County 24th Street. This policy supports commercial and industrial uses adjacent to these major roadways only. For this reason, the request is not in compliance with the adopted policy.

APPROVAL CRITERIA: The Planning and Zoning Commission and City Council shall assure that the proposed amendment meets all 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.** There are no sites or properties located east of Avenue E designated for residential development. The land use plan only designates land located west of Avenue E for residential development. The Medium Density Residential land use designation can be allowed east of Avenue E only if the proposal is consistent with the goals and policies of the San Luis 2040 General Plan.
- 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.** The amendment is not an overall improvement to the San Luis 2040 General Plan because the request is not consistent with the goals and policies of the General Plan. For example, commercial development is not being proposed along Avenue E with residential

development on the back. However, commercial development is being proposed on the southeast corner of Avenue E and County 24th Street and in the north east corner of Avenue E and County 25th Street. In addition, residential development will be adjacent to property zoned heavy industrial to the east side along Avenue D and commercial development is compatible with the existing detention center and the wastewater treatment plant north of County 24th Street along Avenue D.

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;** Existing land use patterns are commercial and industrial only. This land use change will alter existing land use patterns in the area.
 - 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 development in other areas.** The proposed amendment will require additional and more expensive improvements to roads, sewer and water delivery systems, However, the existing land use designations of commercial and industrial could also require both extensive and expensive improvements.
 - c. **Adversely impacting existing or previously planned uses through increased traffic generated by the proposal on existing systems.** The residential land use change will increase residential traffic in an area mainly designated for commercial and industrial uses. If approved, residential traffic will be combined with commercial trucking along Avenue E and County 24th Street.
 - d. **Affecting the livability of the area or the health and safety of the residents.** Currently, there are no residential development east of Avenue E. However, if the proposed Medium Density Residential land use change is approved, the health and safety of the new residents could be affected by existing and future industrial uses like the detention center, the east wastewater treatment plant and the solar wind energy tower if approved.
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.** Only the parcels adjacent to the east treatment plat are consistent with the goals and objectives of the General Plan since the request is for commercial land use designation. Residential development along Avenue E, County 24th Street and adjacent to heavy industrial zoning to the east is not consistent with the 2040 General Plan's overall intent, vision and goals and objective.

AGENCY REVIEW:

As part of the Major Amendment review process, this land use case was part of a 60-day review period and reviewed by various city and outside agencies. Staff received no comments during the 60-day review period.

As required by State Statute, staff has sent notification letters to property owners within 600 feet of the proposed project (15 letters). In addition, notification letters were sent to the property owners in the Magrino Industrial Park.

Staff received comment letters from the City Engineer, City Fire Department, Yuma County Development Services and ADOT for this case.

CITIZEN REVIEW MEETING:

A Citizen Review Meeting was held at City Hall on September 7, 2021 at the City Hall Council Chambers at 6:00 p.m. 27 people were in attendance during the meeting.

STAFF RECOMMENDATION:

Staff Recommends approval to change the land use designation from Employment (EMP) to Commercial (C) for parcels 227-11-006,007 and 008 totaling 37.48 acres. This land use change is in compliance with the adopted policies of the City of San Luis 2040 General Plan.

Staff recommends denial to change the land use designation of Assessor's parcels 227-14-006, 007, 008, and a portion of parcel 227-14-009 totaling 197.97 acres from Commercial (C) to Medium Density Residential (MDR), parcels 227-14-002, and a portion of parcels 227-14-004 totaling 231.56 acres from Employment (EMP) to Medium Density Residential (MDR). Since the request is not consistent or in compliance with the adopted policies of the City of San Luis 2040 General Plan and a portion is located outside the Central Growth Area.

RECOMMENDED MOTION:

I MOVE TO FORWARD MAJOR AMENDMENT CASE NO. 2021-0335 TO CITY COUNCIL WITH RECOMMENDATION OF APPROVAL TO CHANGE THE LAND USE DESIGNATION FROM EMPLOYMENT TO COMMERCIAL AND DENIAL TO CHANGE THE LAND USE DESIGNATION FROM COMMERCIAL AND EMPLOYMENT TO MEDIUM DENSITY RESIDENTIAL.

Staff report prepared by:

Fernando Villegas

Principal Planner

Reviewed by:

Jose A. Guzman

Planning Director

Project Description

The application site is located in the City of San Luis, Arizona, just north of the San Luis II Commercial Port of Entry and Border Crossing. The applicant's are seeking a Major General Plan Amendment. It is the applicant's goal to create a more diversified land use configuration which will inhibit economic growth within the new development. Current configuration of land use was solely designated as industrial use. By diversifying the land use pallet, the applicants as well as the city is allowing for the diversification of land uses which vary from open space, residential, medium residential, high density residential, public facility, commercial and neighborhood commercial as well as leaving some of the existing acreage available for industrial uses as previously intended.

APNs are listed below in Table 1 identifying the parcels included in the major general plan amendment. the table identifies current land use designation and the propose land use designation.

Table 1

APN	APPLICANT	CURRENT LAND USE DESIGNATION	PROPOSED LAND USE DESIGNATION
227-11-006	VON VERDE DEVELOPMENT AZ LLC	Employment	General Commercial
227-11-007	VON VERDE DEVELOPMENT AZ LLC	Employment	General Commercial
227-11-008	VON VERDE DEVELOPMENT AZ LLC	Employment	General Commercial
227-14-002	VON VERDE DEVELOPMENT AZ LLC	Employment	Medium Density Residential
227-14-004	MOY FARMING COMPANY LLC	Employment	Medium Density Residential
227-14-004	MOY FARMING COMPANY LLC	Employment	Medium Density Residential
227-14-006	MOY FARMING COMPANY LLC	Employment	Medium Density Residential
227-14-006	MOY FARMING COMPANY LLC	Employment	Medium Density Residential
227-14-007	ELIZABETH CARPENTER	Commercial	Medium Density Residential
227-14-007	ELIZABETH CARPENTER	Commercial	Medium Density Residential
227-14-008	VON VERDE DEVELOPMENT AZ LLC	Commercial	Medium Density Residential
227-14-009	LOO DAVID	Commercial	Medium Density Residential

Infrastructure

There is an existing sewer plant in the area and an existing lift station at the corner of 25th and Ave D that would serve the southwest quadrant of the application. A new lift station will be required on the north west corner of Ave. D and 24th street to serve the balance of the property. All which can be paid though impact fees and or fair share cost of the property at the time of development. The same can be said about additional roads that would service the project area with potential funding assistance using state and federal funding. And creating a funding or assessment district in the area could also be a financing option.

Truck route planning is key to this application and switching in the future for truck traffic to connect trucks to Hwy 195 along Ave C, or further east to Ave B will be required. And when the East Port opens up further in the future that would allow cars and pedestrians to use that crossing, separating cars from the trucks will be beneficial. It will be important to carefully plan how the current truck traffic on Ave E continues with each phase of development in the Zone and Tentative Map stages.

Residential Locations and Public Facilities

The current development pattern is primarily residential, growing at a steady pace heading east down 24th approaching Avenue E. Avenue E is the west boundary of the project. This GPA will accommodate that residential growth pattern and will allow for more diverse development while allowing for some of the existing industrial use in the project area to remain.

The placement of the school site depicted on the application maps will accommodate for some of the students living in East San Luis which would eliminate the need for bussing those children to and from their current school site in the town of Somerton. Additional school sites will be required to serve the growth of student population in the application area and will be added later in the zone change and tentative map stage.

A solid blue horizontal bar spanning the width of the page at the bottom.

Cross Border Mirroring

By analyzing the existing cross border industrial development and land uses south of the border in San Luis Sonora and other border communities between Mexico and the US, the amount of industrial property currently in the General Plan is much more than what the city and community could reasonably expect to see develop in the future. By allowing for a diverse land use mix to the area, industrial development could benefit from having that diversity. The amount of industrial land planned left in our General Plan application would therefore provide a more realistic amount of industrial land use that would accommodate both existing and potential growth for the future in a way that will not hinder or impact any of San Luis economic development.

Smart Growth

The project land use design fits the smart growth pattern for opportunities to grow, work, and be mobile therefore reducing impacts to the environment by providing close to living, work and shopping proximity planning. By mixing these land uses it means building homes, offices, schools, parks, shops, restaurants, and other types of development would be near one another. In theory, mixed land uses bring more people to a neighborhood at a variety of times of day, which can support businesses, improve safety, and enhance the vitality of an area. Mixing land uses also makes it possible for people to live closer to where they work and also means they may not need to drive a car to get there. This approach can boost property values and keep them stable, protecting the investment of homeowners as well as tax revenues for city.



August 26, 2021

MAJOR GENERAL PLAN AMENDMEN CASE NUMBER: 2021-0335

CASE SUMMARY: A request by DuBose Design Group, Inc., on behalf of Von Verde Development LLC, Elizabeth Carpenter, David Loo and Moy Farming Company LLC., owners, to change the land use designation of Assessor's parcels 227-14-006, 007, 008, and a portion of parcel 227-14-009 totaling 197.97 acres from Commercial (C) to Medium Density Residential (MDR), parcels 227-14-002, and a portion of parcels 227-14-004 totaling 231.56 acres from Employment (EMP) to Medium Density Residential (MDR), and parcels 227-11-006, 007 and 008 totaling 37.48 acres from Employment (EMP) to Commercial (C).

A Citizen Review Meeting has been scheduled to enable interested parties the opportunity to meet with the applicant to ask and answer questions and address concerns. This review meeting is prior to any public hearing.

This Citizen Review Meeting will be held:
Tuesday the 7th day of September 2021 at 6:00 p.m. at the San Luis City Hall Council Chambers, 1090 E. Union Street, San Luis, Arizona.

PUBLIC HEARINGS: September 14 and 21, 2021

COMMENTS DUE: September 2, 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,
Fernando Villegas
Principal Planner

Attachment: Location Map

.....
☒ COMMENTS ☐ NO COMMENTS

Enter Comments below:

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

Date: 08/30/21

Agency: The City of San Luis Fire Department

Phone: 928/341-8550

Return to: P&Z@sanluisaz.gov



August 26, 2021

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Thank you,
Fernando Villegas
Principal Planner

Attachment: Location Map

.....
☒ COMMENTS ☐ NO COMMENTS

Enter Comments below:

I reviewed the Major Amendment Cases, and while I do not usually do not have comments on land use cases, the one comment I do have on cases 2021-0335 and 2021-0340 is that there are properties involved with these cases that are adjacent to the City of San Luis' East Wastewater Treatment Plant. Should there be any buffers between especially the residential properties and perhaps some commercial properties and the treatment plan? To minimize potential odor complaints and other complaints.

Date: 09/06/21

Agency: JIM Davey, City Engineer

Phone: 928-782-7926

Return to: P&Z@sanluisaz.gov

Good morning, below is the ADOT Southwest District's comments on the major amendments to the 2040 City of San Luis General Plan. Thank you.

"ADOT Southwest District has no comment on the proposed land use change; however, we would like to request to review and comment on a Traffic Impact Analysis (TIA) once there is a specific development. Direct access to SR 195 from the development will not be permitted as this is an access-controlled highway."

Isabell Garcia
Development TES
Southwest District
P- (928) 317-2159
E-mail- IGarcia@azdot.gov



Yuma County, Arizona
DEPARTMENT OF DEVELOPMENT SERVICES
2351 West 26th Street, Yuma, Arizona 85364
Phone: (928) 817-5000
Fax: (928) 817-5020

Craig Sellers, P.E., CPM
Director

Comments for City of San Luis, Arizona

Major General Plan Amendment Case Nos. 2021-0335, 0337 & 0340

Residential Development in the areas identified under the proposed major amendments will create incompatible land uses and allow for non-contiguous land use patterns. The subject properties are in close proximity to City of San Luis Commercial Port of Entry and abutting or surrounded by Commercial and Employment Land Use Designations. The Commercial and Employment Land Use Designations allow for a variety of commercial and industrial uses, including manufacturing, plants, warehouses, etc. which are conveniently located in close proximity to the Commercial Port of Entry and along a major transportation network (i.e Avenue E and County 24th Street which connect to the Area Service Highway). The allowance of the type of residential development being proposed to encroach upon and co-exist with high intensity commercial or industrial uses could be disruptive to both future residents and act contrary to the goals and objectives of the City of San Luis General Plan and the functions of the San Luis Commercial Port of Entry.

Date: 9/1/2021

Agency: Yuma County Department of Development Services, Planning and Zoning Division

Contact: Juan Leal Rubio, Senior Planner

Phone: 928-817-5176



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

RESOLUTION NO. 936

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, ARIZONA APPROVING A PREANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SAN LUIS, ARIZONA AND SAN LUIS PORT II INDUSTRIAL PARK, L.L.C.

Whereas, San Luis Port II Industrial Park, L.L.C., an Arizona Limited Liability Company, desires to enter into a preannexation development agreement ("Preannexation Development Agreement") with the City of San Luis, Arizona ("City") to provide for the annexation and development of certain territory to be annexed into the City of San Luis; and

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

Whereas, the parties to the Preannexation Development Agreement desire to enter into said agreement;

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

Section 1: That the Preannexation Development Agreement between the City of San Luis, Arizona and San Luis Port II Industrial Park, L.L.C. as attached hereto as Exhibit "A", is hereby approved.

Section 2: That the appropriate City officials are hereby authorized and directed to enter into said agreement on behalf of the City and take any all actions as may be necessary to effectuate said agreement.

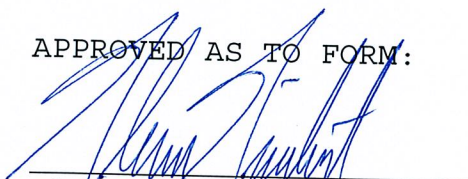
PASSED AND ADOPTED by the Mayor and Common Council of the City of San Luis, Arizona, this 27th day of April, 2011.


for Juan Carlos Escamilla, Mayor

ATTEST:


Sonia Cuello, City Clerk

APPROVED AS TO FORM:


Glenn Gimbut
City Attorney

PREANNEXATION
DEVELOPMENT AGREEMENT

ANNEXATION CASE NO. 2010-01

THIS DEVELOPMENT AGREEMENT (the "Agreement") is entered into this 27th day of April, 2011 ("Effective Date"), by and between San Luis Port II Industrial Park LLC, 10602 Camino Del Sol, Yuma Arizona 85367 (the "Developer") and the City of San Luis, an Arizona municipal corporation (the "City"). This Agreement is entered into pursuant to City Resolution Number 936.

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 as well as pre-annexation development agreements to provide for development of property after its annexation;
- B. WHEREAS, Developer will be the owner of land contiguous to the municipal limits of the City, and is surrounded on at least three sides by the City;
- C. WHEREAS, the Developer desires to annex this property into the City and to establish certain terms and conditions regarding development of its property; and
- D. WHEREAS, the City's governing body has authorized execution of this Agreement by Resolution No. 936, a draft of which is attached to this Agreement.

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. "City" shall mean and refer to the City of San Luis, an Arizona municipal corporation, and any successor public body or entity.
- 1.2. "Developer" shall mean and refer to San Luis Port II Industrial Park LLC, an Arizona limited liability company, successor(s), or nominee.

1.3 "Improvements" shall mean and refer to all public improvements which may be constructed from time to time in and around the Property.

1.4 "Improvement Costs" shall mean and refer to all costs, expenses, fees and charges actually incurred and paid to contractors, architects, engineers, surveyors, third-party construction managers, governmental agencies and other third parties for materials, labor, design, engineering, surveying, land acquisition, site excavation and preparation, governmental permits, payment and performance bonds, and other costs and expenses reasonably necessary for the construction or installation of one or more Improvements. "Improvement Costs" shall not include any profit to or mark-up by any person or entity seeking payment under a buy-in or other payment agreement, or their affiliates, and any other costs or expenses not reasonably necessary for the construction or installation of the Improvements.

1.5 "Property" as used in this Agreement shall mean and refer to all of the real property which is shown in Exhibit A (Annexation Map) and legally described as:

S1/2 S1/2 SE1/4 of Section 11, Section 13 and Section 14, T 11 S, R 24 W,
G.&S.R.B.&M. Yuma County Arizona.

1.6 "Street Standards" shall mean and refer to the street standards which govern the design and construction of the Improvements for public streets required under each subdivision plat approved for all or any portion of the Property, and shall be the street standards set forth in the City of San Luis subdivision ordinance in effect at the time the applicable subdivision plat is approved by City Council, subject to the following: (a) the subdivision ordinance in effect on the Effective Date is the City of San Luis Subdivision Ordinance, July 8, 2008 Edition and the Street Standards set forth therein shall govern the public street Improvements that are part of the public infrastructure requirements for the initial subdivision plat for the Property being processed concurrently with the Zoning Approvals (defined below); (b) the infrastructure requirements and total right-of-way for Avenue D, Avenue C, and County 25th Street shall be as provided in Section 3.2, Section 3.3, and Section 3.4, respectively, and any and all Street Standards applicable to such streets are hereby modified reflect the right-of-way widths and infrastructure requirements of such Sections; and (c) Developer is authorized to install flat curbs within the portions of the Property zoned as industrial, as provided in Section 3.11 hereof, and any and all Street Standards applicable to such curbs are hereby modified to be consistent with the provisions of Section 3.11.

ARTICLE 2. ANNEXATION; WAIVER

2.1 Proposition 207 Waiver. Developer hereby waives and releases City from any and all claims under Arizona Revised Statutes § 12-1134, et seq., including any right to compensation for reduction to the fair market value of the Property, as a result of the City's approval of the Annexation Ordinance (defined herein), the City's approval of the City ordinance granting the Zoning Approvals (defined herein) and enforcement of the conditions to such approval set forth in such zoning ordinance (provided that Developer agrees to the inclusion of such conditions in the zoning ordinance), and the City's approval of, and performance under, this Agreement. The

terms of this waiver shall run with the land and shall be binding upon all subsequent landowners and shall survive the expiration or earlier termination of this Agreement.

2.2 Annexation Petition. City, having held public meetings thereon, has filed in the office of the Recorder of Yuma County a blank petition, as required by A.R.S. § 9-471, setting forth a description and an accurate map of all the exterior boundaries of the Property (the "Annexation Petition"). After the Annexation Petition is consented to and signed by Developer, City shall comply with the requirements of A.R.S. § 9-471 and, if determined to be in the best interest of City, adopt an ordinance annexing the Property into the municipal boundaries of City ("Annexation Ordinance"). Notwithstanding the foregoing, the City agrees that Developer's consent to the Annexation Petition is expressly conditioned on the approval and entering into of this Agreement by City and the granting of the zoning approvals in the corresponding zoning case considered for approval by City Council immediately after approval of the Annexation Petition ("Zoning Approvals").

ARTICLE 3. PROVISIONS FOR WASTEWATER MANAGEMENT PLANS; OPTION TO PURCHASE; DEVELOPMENT OF PROPERTY; AND RIGHTS-OF-WAY

3.1 Duration of Development Agreement. The term of this Agreement shall commence on the Effective Date, and shall terminate on the date which is 30 years after the Effective Date. If the proceedings to annex the Property into the City have not been completed on or before December 15, 2011, or such later date as agreed to by City and Developer, the provisions of this Agreement shall be deemed to not have become operative and this Agreement shall terminate and have no further force or effect. If the Agreement is so terminated, Developer may record a document evidencing such termination in the land records of Yuma County.

3.2 Avenue D. Avenue D shall be a public street from County 24th Street to County 25th Street. Avenue D from the northern boundary of the Property to County 25th Street shall be a Major Collector street, with a total right-of-way of 80 feet along the alignment shown on Exhibit B. Within one-year after the Effective Date, provided that the Property's annexation into the City has been completed, Developer shall dedicate, through quit-claim deed or map of dedication, the portion of the Property east of Avenue D between County 24th Street and County 25th Street necessary to increase the right-of-way for that portion of Avenue D to 80 feet, provided that the total amount of such dedication shall not exceed a width of 34 feet. As part of the public improvement requirements for each Subdivision Plat approved for any portion of the Property that abuts Avenue D, Developer shall design, construct, and install the half-street improvements for that portion of Avenue D included within such Subdivision Plat in accordance with the Street Standards, provided that Developer's obligation to design, construct or install any portion of Avenue D shall be limited to the portion of Avenue D which directly abuts the portion of the Property that Developer is then developing. Such public improvement requirements shall not include the relocation of all or any portion of the power poles of the Arizona Public Service Corporation (the "Power Poles"). City agrees that Developer shall have no obligations with respect to the Power Poles, including, without limitation no obligation to relocate or underground the Power Poles, or locate new power poles in the same or a different location.

3.3 Avenue C. Avenue C shall be a public street from County 24th Street to County 25th Street. Avenue C shall be a Major Collector street, with a total right-of-way of 80 feet along its current section-line alignment. As part of the public improvement requirements for each Subdivision Plat approved for any portion of the Property that abuts Avenue C, Developer shall dedicate, through a subdivision plat dedication or map of dedication, the portion of such Property within the Subdivision Plat that is necessary to increase the half-street right-of-way for Avenue C, west from centerline, to 40 feet, provided that the total amount of such dedication shall not exceed 7 feet. As a further part of the public improvement requirements for each such Subdivision Plat, Developer shall design, construct, and install the half-street Improvements for that portion of Avenue C included within such Subdivision Plat in accordance with the Street Standards, provided that Developer's obligation to design, construct or install any portion of Avenue C shall be limited to the portion of Avenue C which directly abuts the portion of the Property that Developer is then developing.

3.4 County 25th Street. County 25th Street shall be a public street along its current section-line alignment; and shall be classified as a Minor Arterial with a total right-of-way of 100 feet. At the time of recordation of each Subdivision Plat approved for any portion of the Property that abuts County 25th Street, Developer shall dedicate, through a subdivision plat dedication or map of dedication, the portion of such Property necessary to increase the right-of-way for County 25th Street to 100 feet. As part of the public improvement requirements for each Subdivision Plat approved for any portion of the Property that abuts County 25th Street, Developer shall design, construct, and install the half-street Improvements for the portion of County 25th Street included within such Subdivision Plat in accordance with the Street Standards, provided that Developer's obligation to design, construct or install any portion of County 25th Street shall be limited to the portion of County 25th Street which directly abuts the portion of the Property that Developer is then developing. Notwithstanding the foregoing, City agrees that the public improvement requirements and City design standards require Developer to only dedicate the half-street right-of-way for County 25th Street. Developer's agreement to dedicate the full-street right-of-way has been made in consideration of the City's agreements, herein, including without limitation, the City's agreements set forth in Section 3.6.

3.5 Signalization at Avenue E and County 24th Street and at Avenue E and County 24 ½ Street. Those Improvements needed within the City right-of-way shall be at the cost of the City. Prior to signalization, the City agrees to place 4-way stop signs at the intersection of Avenue E and County 24th Street and/or County 24 ½ Street as conditions may warrant in the City's discretion. At such time as a traffic signal is warranted at the intersection of Avenue E and County 24th Street, Developer (or succeeding parties) shall participate in the cost of signalization equal to ¼ of the total cost. At such time as a traffic signal is warranted at the intersection of Avenue E and County 24 ½ Street Developer (or succeeding parties) shall participate in the cost of signalization equal to ¼ of the total cost.

3.6 Wastewater Management Plans and Access to Water and Wastewater Mains. The City hereby modifies the City of San Luis East Master Sewer Service Area Map to change the service boundary line of Service Area # 2 and Service Area # 3 as follows:

- The south half of Section 13, T 11 S, R 24 W, G. & S.R.B.&M. that is currently located on Service Area #3 will be incorporated into Service Area # 2 ("Area #2 Property");
- The north half of Section 14, T 11 S, R 24 W, G. & S.R.B. & M. that is currently located on Service Area #2 will be incorporated into Service Area #3 ("Area #3 Property").

After the Effective Date, Service Area #2 and Service Area #3 shall have the service boundary lines set forth on Exhibit C hereto. The City shall take all actions necessary to effectuate the change in the boundaries of the Service Areas described in this Section 3.6.

The City's current sewer lift station, located as depicted on Exhibit C, shall serve the Area #3 Property ("Area #3 Lift Station"). In consideration of the full-street dedication for County 25th Street and other Developer agreements set forth herein, the City shall allow the wastewater collection system for the Area #3 Property to connect to the Area #3 Lift Station. The City shall allow for such connection and the connection of the Area # 3 Property to the City's wastewater collection system without such connection being subject to any infrastructure reimbursement requirements, buy-in-fees, or any other fees or costs related to infrastructure costs for such wastewater collection system, including, without limitation the Area #3 Lift Station, save and except regular impact fees (defined under ARS § 9-463.05 as development fees). The City represents and warrants that the City owns the Area #3 Lift Station and has the authority, without further approval, to allow the Area #3 Property to be connected to the Area #3 Lift Station in accordance with the provisions of this Section 3.6.

Within one-year after the Effective Date, provided that the Property's annexation into the City has been completed, Developer shall convey by quit-claim deed the following described land ("Lift Station Land"):

*That part of the Southeast Quarter of Section 11, Township 11 South, Range 24 West of the Gila and Salt River and Meridian, Yuma County, Arizona, more particularly described as follows:
Beginning at the Southwest corner of the Southeast Quarter of Section 11,
Thence N 00°26'29" Ea distance of 659.62 feet along the West line of the Southeast Quarter to a point;
Thence S89°31'30" Ea distance of 2,506.18 feet to **The True Point of Beginning**;
Thence continuing S89°31'30"E a distance of 100.00 feet to a point;
Thence S00°27'38"W a distance of 100.00 feet to a point;
Thence N89°31'30"W a distance of 100.00 feet to a point;
Thence N0°27'38"E a distance of 100.00 feet to **The True Point of Beginning**;
Containing 0.23 acres more or less.*

The fair market value of the Lift Station Land is hereby determined to be \$75,000 per acre (the "Fair Market Value").

City shall cause the construction of the Sewer Lift Station for Service Area #2 in a manner that allows for Service Area #2 to receive wastewater collection services from the City. At the time of development, City shall connect the portion of the Property within Service Area #2 to the

City's wastewater collection system through the Sewer Lift Station for Service Area #2. City and Developer acknowledge that all of Service Area #2 shall be subject to a payment agreement for the total Improvement Costs for the construction of the Lift Station. City agrees that the Fair Market Value of the Lift Station Land shall be credited as a payment against the total amount owed by all or any portion of the Property under such payment agreement

- Developer shall have access to the water main located on County 24th Street, east of Ave. E, and may be able to tap into or otherwise use the main without having to pay, or otherwise be assessed, a special charge for the development and/or cost of construction of said main. The then current owner or developer of each portion of the Property being developed shall at all times pay all applicable regular impact fees (defined under ARS § 9-463.05 as development fees), utility fees, or building permit fees of the City.
- Developer shall have access to the sewer line located on Ave. E south of County 24th Street and may be able to tap into or otherwise use the sewer line without having to pay, or otherwise be assessed, a special charge for the development and/or cost of construction of said main. The then current owner or developer of each portion of the Property being developed shall at all times pay all applicable regular impact fees (defined under ARS § 9-463.05 as development fees), utility fees, or building permit fees of the City.

3.7 Public Safety Facilities. From undeveloped land on the parcel described on Exhibit D hereto (the "Additional Land"), Developer agrees to dedicate, to the City of San Luis, property in an amount not to exceed 5 acres, for only the construction and use by the City of a facility to be used for City governmental purposes (the "Government Facilities Land"). The Government Facilities Land shall be conveyed to City subject to deed restrictions which shall provide that the Government Facilities Land shall be only used by the City for the construction and use of a facility for City governmental purposes, and if (a) a City governmental facility is not constructed on the Governmental Facilities Land within 10-years from the date of the conveyance, or (b) the Government Facilities Land ceases to be used for a City governmental purpose, or (c) the City conveys, leases or otherwise transfers its ownership or possessory interest in the Government Facilities Land, then Developer shall have the right to cause title in the Government Facilities Land to revert back to Developer. City may designate, as the Government Facilities Land, a portion of the Additional Land which has a frontage on County 24th Street. The City shall assume any and all responsibility for environmental assessment and/or remediation, if needed or necessary. City agrees to exercise this designation on or before November 1, 2011.

The City shall allow all of the Additional Land (including the Government Facilities Land) to be connected to the City's water system and wastewater collection system. The connection of the Additional Land to the City's wastewater collection system shall be made through the main sewer line and not by connection to a Sewer Lift Station. At the time City develops the Government Facilities Land, City shall construct all infrastructure Improvements, at its own cost and expense, necessary for the connection of the Additional Land to the City's water system and wastewater collection system, provided that Developer shall dedicate to the City, without charge to the City, the public utility easement required for the installation of water and sewer

lines necessary for such connection. If Developer develops the Additional Land before development of the Government Facilities Land, Developer shall construct such infrastructure Improvements at its own cost and expense, provided that Developer's infrastructure requirements shall only require Developer to connect the Additional Land to the City's wastewater system through the main sewer line, and there shall be no requirement to install a Lift Station to serve the Additional Land.

3.8 Access on Avenue E. At the present time, access on Avenue E between the County 24th Street alignment and the County 25th Street alignment is restricted to every half-mile (County 24th Street, County 24-1/2 Street, and County 25th Street). At such time as additional access to any private property located on the west side of Avenue E is granted access on Avenue E, City agrees to use its best efforts to grant the same degree of access to the portion of the Property located on the east side of Avenue E between the two aforementioned alignments. It is understood that this subsection is conditioned upon the City's right, power, or authority to grant access. It is also understood that the promise to use its best efforts is not a promise of access.

3.9 Zoning. Developer shall have the right to apply for zoning changes, and as long as the proposed change in zoning is in conformance with the most current City of San Luis General Plan, City agrees that staff will recommend approval, subject to such conditions as may reasonably be deemed appropriate and are allowable under applicable law. City agrees that the Property may be developed in accordance with the zoning designation applicable to the Property, any site plans or subdivision plats for the Property approved by City through its normal and customary site plan or subdivision plat approval process (respectively, the "Site Plans" or the "Subdivision Plats"), and the provisions of this Agreement, and such right shall be vested as of the Effective Date for the term of this Agreement. City agrees that the Developer has the right to apply for rezoning for each portion of the Property without charge during the period beginning January 1, 2011 and ending on the date which is forty-eight months after the date on which the Annexation Ordinance becomes effective. During that forty-eight month period, the Developer agrees to pay for all legal publications including notice of Public Hearing(s) and the final publication of the Ordinance.

3.10 Avenue E streetscape. At the time of development of any portion of the Property that abuts Avenue E, the Developer agrees to install xeriscape landscaping in the parkway between the property line and the edge of the paved surface of the portion of Avenue E between (a) the mid-way point between County 25th Street and County 24 ½ Street (i.e., the County 24 ¾ Street alignment), and (b) the mid-way point between County 24 ½ Street and County 24th Street (i.e., the County 24 ¼ Street alignment). The number and type of landscaping shall be in accordance with the landscaping standards attached hereto as Exhibit E. The design of the landscaping, sidewalks, storm water retention/detention elements, and/or fencing shall be part of the subdivision improvement plans and drawings that will be subject to City approval pursuant to the City of San Luis subdivision ordinance then in effect at the time the applicable subdivision plat is approved by City Council. Stormwater facilities for the adjacent street may be incorporated within the landscaping. The City will maintain the landscaping and storm water retention upon acceptance of these Improvements. City agrees that Developer may take time to develop the landscaping and sidewalks, and may take up to three years to do so from the

date of the subdivision plat approval. In the event the other Improvements to the subdivision are developed ahead of said landscaping and sidewalks, the delay in sidewalk and landscaping development shall not delay acceptance by the City of the other Improvements. At all times, any adequate assurances posted for development of Improvements shall be adjusted to reflect the value of outstanding offsite Improvements and any warranty period pursuant to the Subdivision Ordinance of City.

3.11 Use of flat curbs. Developer may use flat curbs within the portions of the Property which are zoned as Industrial. Said flat curbs shall be constructed to City of San Luis Construction Standards (or other generally applicable engineering standards adopted by the City through its normal and customary adoption process), provided, that Developer shall not be required to install sidewalks within the portions of the Property in which Developer uses flat curbs. The Developer shall use vertical curbs within the portions of the Property which are zoned as Commercial. All curbs on Avenue E, Avenue D, Avenue C, County 24th Street, or County 25th Street shall be vertical curbs regardless of zoning.

3.12 Design, Construction and Dedication. Improvements shall be designed, constructed and dedicated in accordance with applicable laws, including, without limitation, the City's normal and customary plan submittal, review and approval processes, day-to-day inspection requirements, and insurance requirements. When the Improvements, or a discrete portion thereof, are completed, then upon written request of City or Developer, Developer shall dedicate and City shall accept such Improvements. City shall grant all rights, licenses, easements, and rights of entry necessary to permit Developer to construct the Improvements within the public rights-of-way.

ARTICLE 4. INDEMNIFICATION

4.1 Developer agrees to defend, indemnify and hold harmless City, its officers, officials and employees ("Indemnified Group") for liability from and against claims, damages, losses and expenses of any nature whatsoever (including but not limited to reasonable attorney expense), relating to, arising out of, resulting from the Developer's negligent acts or omissions or intentional torts which relate to Developer's performance under this Agreement, including but not limited to work or services provided in the performance of this Agreement by Developer's subcontractors or any one directly or indirectly employed by or contracting with the Developer or subcontractor or by anyone for whose acts Developer may be liable. Notwithstanding the foregoing, the provisions of this Section 4.1 do not extend to any liability, claims, damages, losses or expenses which result from the negligent acts or omissions, or intentional torts of the City, for which the City agrees to indemnify and hold harmless Developer, its officers, directors, partners, shareholders, managers, members and employees for liability from and against claims, damages, losses and expenses of any nature whatsoever (including but not limited to reasonable attorney expense).

4.2 If any claim, action or proceeding is brought against the Indemnified Group, by reason of any event that is the subject of this Agreement, Developer (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 Developer, or if covered by insurance, the insurer, all of which must be approved by City, which approval will not be unreasonably withheld, conditioned or delayed. The City shall cooperate with all reasonable efforts in the handling and defense of such claim. Notwithstanding the foregoing, the City may engage its own attorney to defend or assist in its defense if Developer neglects or refuses to provide an adequate defense, and the Developer shall pay the reasonable costs and expenses thereof.

4.3 Any settlement of claims must fully release and discharge the Indemnified Group from any liability for such claims. The release and discharge shall be in writing and shall be subject to approval by the City, which approval shall not be unreasonably withheld, conditioned or delayed. If Developer neglects or refuses to defend any of the Indemnified Group for a claim covered by the indemnity set forth in Section 4.1, any recovery or judgment against the Indemnified Group for a claim covered by such indemnity shall conclusively establish the amount of Developer's liability to the Indemnified Group in connection with such recovery. If the City desires to settle any claim covered by the indemnity set forth in Section 4.1 for which Developer neglects or refuses to defend, the City shall be entitled to settle such claim in good faith and Developer shall be liable for the amount of such settlement and all expenses in connection with such settlement. Any dispute between the parties regarding whether or not a claim is covered by the indemnity set forth in Section 4.1, or whether Developer has neglected or refused to provide a defense, shall be resolved in accordance with the provisions of Section 5.2.

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

ARTICLE 5. MEDIATION AND DEFAULT

5.1 **Representatives.** To further the cooperation of the parties in implementing this Agreement, the City and Developer each shall designate and appoint a representative to act as a liaison between the City and its various departments and the Developer. The initial representative for the City (the "City Representative") shall be the City Manager and the initial representative for the Developer shall be its project manager, as identified by the Developer 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 nonbonding mediation before commencement of litigation. The mediation shall be held under the commercial mediation rules of the American Arbitration Association. The matter in dispute shall be submitted to a mediator mutually selected by Developer and the City. In the event that the parties cannot agree upon the selection of a mediator within seven (7) days, then within three (3) days thereafter, the City and the Developer shall request the presiding judge of the Superior Court in and for the County of Yuma, State of Arizona, to appoint a mediator from a list

of mediators maintained by the Arizona Municipal Risk Retention Pool. The cost of any such mediation shall be divided equally between the City and Developer. The results of the mediation shall be nonbinding on the parties, and any party shall be free to initiate litigation subsequent to the moratorium.

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 which is not capable of being cured within ten (10) days, the cure shall be commenced within such period, and diligently pursued to completion. The notice shall specify the nature of the alleged default and the manner in which the default may be satisfactorily cured. In the event of a default hereunder by any party, the non-defaulting party shall be entitled to all remedies at both law and in equity, including, without limitation, termination, specific performance, and/or 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, at the rate of 10% per annum, 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 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.

6.2 No Personal Liability. No member, official or employee of the City shall be personally liable to Developer, 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 Developer or its successor or assign, or (c) pursuant to any obligation of the City under the terms of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the liability of Developer under this Agreement shall be limited solely to the assets of Developer and shall not extend to or be enforceable against: (i) the individual assets of any of the individuals or entities who are shareholders, members, managers constituent partners, officers or directors of the general partners or members of Developer; (ii) the shareholders, members or managers or constituent partners of Developer; or (iii) officers of Developer.

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 Administrator
 P.O. Box 1170
 1090 Union Street
 San Luis, AZ 85349

If to the Developer Manager
 San Luis Port II Industrial Park LLC
 10602 Camino Del Sol
 Yuma AZ 85367

or such other addresses as either party may from time to time designate in writing and deliver in a like manner . Any such change of address notice shall be given at least ten (10) days before the date on which the change is to become effective. Notices 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 Developer 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 Developer 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 Developer represents to the City that by entering into this Agreement, the Developer has bound the Property and all persons and entities having any legal or equitable interest therein to the terms of the Agreement.

7.5 Entire Agreement. This Agreement, including the Exhibits hereto, which are incorporated herein by this reference, constitutes the entire agreement between the parties. This provision applies only to the entirety of this Agreement only; additional and separate zoning stipulations and agreements with the City may apply to the Property, and this provision has no effect on them.

7.6 Amendment of the Agreement. This Agreement may be amended, in whole or in part and with respect to all or any portion of the Property, only with the mutual written consent of the

parties to this Agreement or by their successor in interest or assigns. The City shall record the amendment or cancellation in the official records of the Yuma County Recorder.

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

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

7.9 Recordation of Agreement and Subsequent Amendment; Cancellation. This Agreement, and any amendment or cancellation of it shall be recorded in the official records of the Yuma County Recorder no later than ten (10) days after the City and the Developer execute such agreement amendment or cancellation, as required by A.R.S. § 9-500.05.

7.10 Attorney's 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 attorney's fees and court costs.

7.11 Notice of Conveyance or Assignment. The Developer 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. Developer may assign all or any portion of its rights hereunder to any one or more persons or entities, on such terms and conditions as Developer may deem appropriate, provided, however, that Developer may not convey all or any portion of its rights hereunder unless the corresponding obligations of the Developer are assumed by the assignee of Developer's rights. Notice of the assignment and assumption of Developer's obligations shall be reflected in a document that shall be executed by Developer and such assignee and recorded by Developer in the records of Yuma County, Arizona. Upon the recordation of such document, Developer will be released from the obligations assumed by the assignee. The burdens of this Agreement bind and the benefits of this Agreement inure to the parties hereto and their successors in interest and assigns as provided in A.R.S. § 9-500.05.D

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

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

7.14 Non-Liability of City Officials and Employees. Except for mandamus and other special actions, no member, official or employee of the City shall be personally liable to Developer, 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 Developer or successor, or under any obligation under the terms of this Agreement.

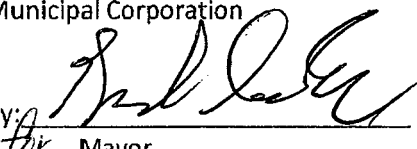
7.15 Sudan/Iran Investments and Business Operations. By entering into this agreement, Developer certifies that it does not have scrutinized business operations in Iran or Sudan as those terms are defined in A.R.S. §35-391 et seq. and §35-393 et seq.

7.16 Employment Eligibility. Developer hereby warrants that it is in compliance with all federal immigration laws and regulations that relate to its employees and with A.R.S. § 23-214 relating to verification of employment eligibility. A breach of this warranty shall be deemed a material breach of this Agreement. City retains the legal right to inspect the papers of Developer to ensure that Developer is compliant with this warranty.

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

THE CITY OF SAN LUIS, an Arizona
Municipal Corporation

THE DEVELOPER,
San Luis Port II Industrial Park LLC

By: 
for

Mayor

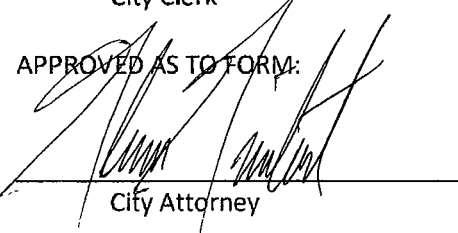
By: _____

Its: Manager

ATTEST:

By: 

City Clerk

APPROVED AS TO FORM: 

City Attorney

STATE OF ARIZONA)

) ss.

County of Yuma)

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by Juan Carlos Escamilla, Mayor of the City of San Luis, Arizona a municipal corporation.

Notary Public

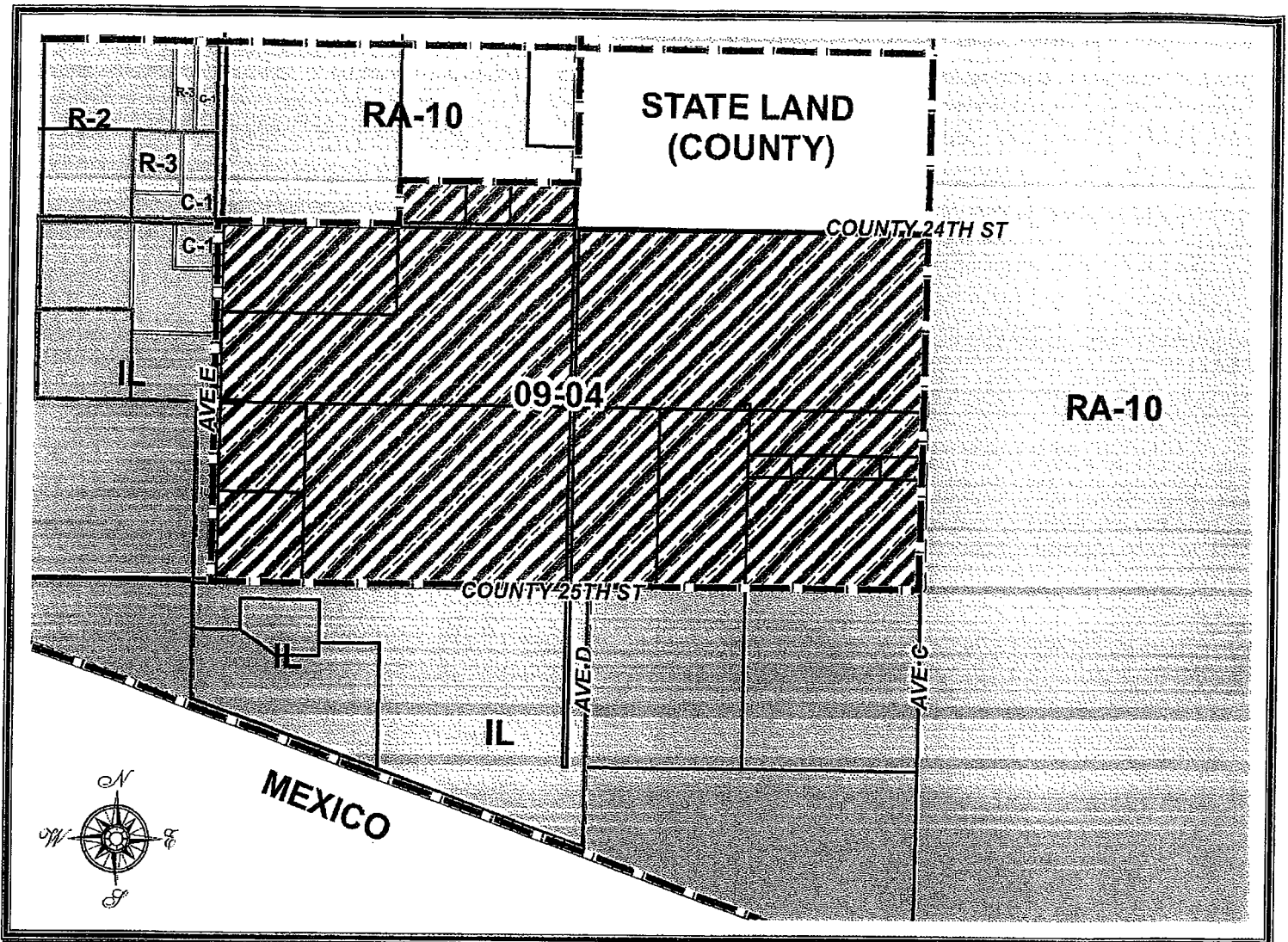
My Commission Expires: _____

STATE OF ARIZONA)
County of Yuma) ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by _____, Manager of San Luis Port II Industrial Park LLC, an Arizona limited liability company.

Notary Public

My Commission Expires: _____



Annexion #:
10-01

City of San Luis, Arizona

CERTIFICATION OF MAP MAP OF AREA TO BE ANNEXED

In Addition to the territory shown on this map, striped in grey, the proposed annexation includes any and all county right-of-way and roadways with not taxable value that are withing or contiguous to the exterior boundaries of striped area and said right of way and roadways are part of the territory proposed to be annexed and will be included in any ordinance of annexation adopted as a result of this petition.

I, Juan Carlos Escamilla, Mayor of the City of San Luis, Arizona, do hereby certify that the foregoing map is a true and correct map of the territory annexed under and by virtue of the petition of the real and personal property owners in the said territory and by the Ordinance No. ____, annexing the territory described in Ordinance No. ____, and as shown on said map as a part of the territory to be included withing the corporate limitsof the City of San Luis, Arizona.

Legend

-  PROPOSED ANNEXATION
-  EXISTING CITY LIMITS
-  CITY OF SAN LUIS

REVIEWED BY _____

City Clerk

Mayor

Prepared by: City of San Luis GIS Division
GISUSER@Cityofsanluis.org

EXHIBIT "C"

CITY OF SAN LUIS NEW SEWER SERVICE AREA #2 & #3 BOUNDARY LINE

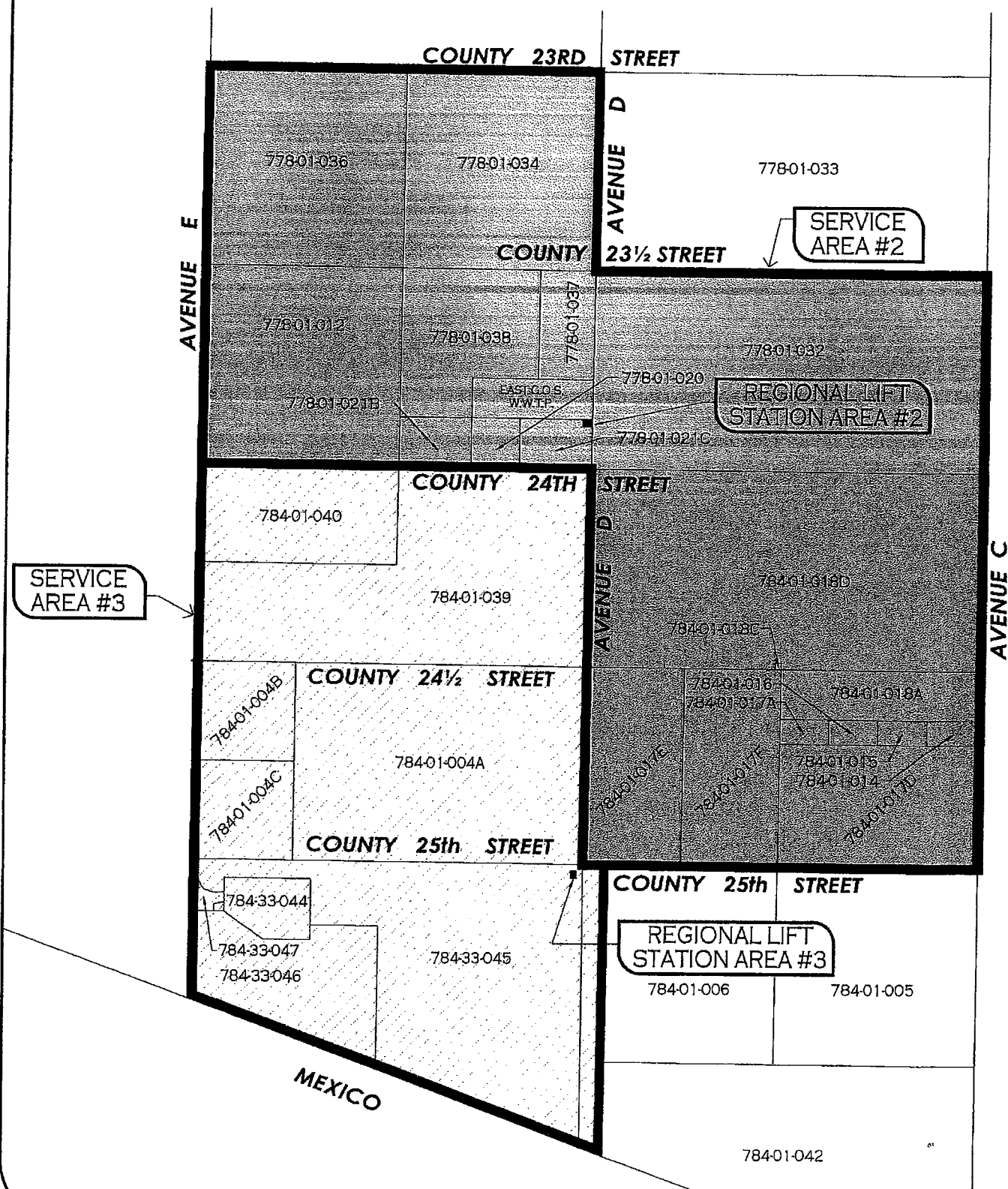


EXHIBIT "D"

CITY OF SAN LUIS PUBLIC SAFETY FACILITIES.

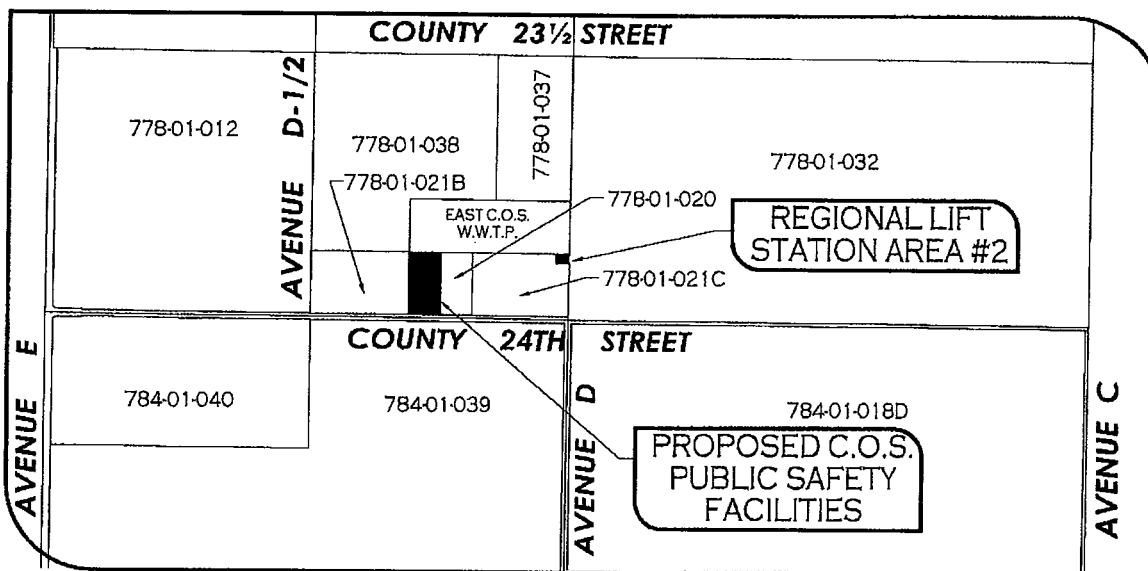
LEGAL DESCRIPTION

The East Half (E ½), of the Southeast Quarter (SE ¼), of the Southwest Quarter (SW ¼), of the Southeast Quarter (SE ¼) of Section 11, Township 11 South, Range 24 West of the Gila and Salt River Base and Meridian, Yuma County, Arizona.

Except the south 33.00 feet.

Subject to all easements and right of ways apparent or record.

Containing 5.0 acres gross more or less



LOCATION MAP



PLANNING & ZONING AGENDA ITEM REVIEW FORM

Special Planning & Zoning Commission Meeting

4. B.

Meeting Date: 09/21/2021

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 Major Amendment Case No. 2021-0337. A request by Core Engineering Group PLLC on behalf of Boarder Ranches II AZ LLC to change the land use designation of a 20 acre parcel from Commercial (C) to Medium Density Residential (MDR). Assessor's parcel number 227-15-030, located on the northeast corner of 20th Avenue and County 24 1/2 Street in San Luis Arizona.

- A. Open public hearing
 - 1. Staff presentation
 - 2. Call to the public on this item
- B. Close public hearing

BACKGROUND:

Recently, Lot Split Case No. 2021-0275 was approved to create the subject property. The property owner requested a minor amendment for the adjacent parcel to the north (Minor Amendment Case No. 2021-0336). The request was to change the land use designation of the parcel to north from Commercial (C) to Medium Density Residential (MDR). The case was denied by City Council on September 8, 2021. This major amendment case is the same request as the recently denied Minor Amendment Case No. 2021-0336.

If this major amendment is approved the applicant will be requesting the rezoning of the subject parcel to R1-6 for the construction and development of a residential subdivision.

The City of San Luis 2040 General Plan requires a minor amendment for any change in a non-residential land use category of less than 20 contiguous acres to a residential land use category. For this reason, the applicant submitted a minor amendment application to change the land use designation of the parcel to the north from Commercial (C) to Medium Density Residential (MDR) (Minor Amendment Case 2021-0336). However, a major amendment was required for the south parcel because both properties are more than 20 contiguous acres.

A.R.S. § 9-461-06 H requires approval by affirmative votes of at least two-thirds of the members of City Council to pass a Major Amendment.

ANALYSIS:

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 major amendment will allow the applicant to rezone 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).

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. However, County 24th Street is not fully improved and traffic in the area has increased. This request is partially in compliance with this adopted policy.

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 not located adjacent to a compatible land use designation to the north since Minor Amendment Case No. 0336 was denied and the parcels to the north, south and east are designated as commercial. The only compatible land use is located to the west. This request is not in compliance with this adopted policy.

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 public works department can request a traffic study for proposed subdivisions in the area in accordance with the public works standards. A traffic study can ensure that all the improvements necessary are done by the developer to provide connection to Cesar Chavez Boulevard. This request is partially in compliance with this adopted policy.

APPROVAL CRITERIA: The Planning and Zoning Commission and City Council shall assure that the proposed amendment meets all 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 development in other areas.
 - c. Adversely impacting existing or previously planned uses through increased traffic generated by the proposal on existing systems.

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.

AGENCY REVIEW:

As part of the Major Amendment review process, this land use case was part of a 60- day review period and reviewed by various city and outside agencies. We received no comments during the 60-day review period for this case.

As required by State Statute, staff has sent notification letters to property owners within 600 feet of the proposed project (7 letters).

Staff received comment letters from City Fire Department Yuma County Development Services and ADOT for this case.

CITIZEN REVIEW MEETING:

A Citizen Review Meeting was held at City Hall on September 7, 2021 at the City Hall Council Chambers at 6:00 p.m. The purpose of the Citizen Review Meeting is to provide adjacent landowners and other potentially affected citizens an opportunity to ask questions and express any issues or concerns that they may have with the proposed amendment prior to the public hearing. 27 people were in attendance during the meeting.

SUMMARY:

Arizona Revised Statutes (A.R.S. §9-461.06(E)) require that cities over twenty-five thousand in population must hold two public hearings for any Major General Plan Amendment. The two or more public hearings must be held in two different locations on two different dates.

The Council Meeting public hearing will be held on October 13, 2021 at 7PM at San Luis City Hall Council Chambers, 1090 E. Union Street, San Luis Arizona.

STAFF RECOMMENDATION:

Staff recommends denial to change the land use designation from Commercial (C) to Medium Density Residential (MDR) as requested.

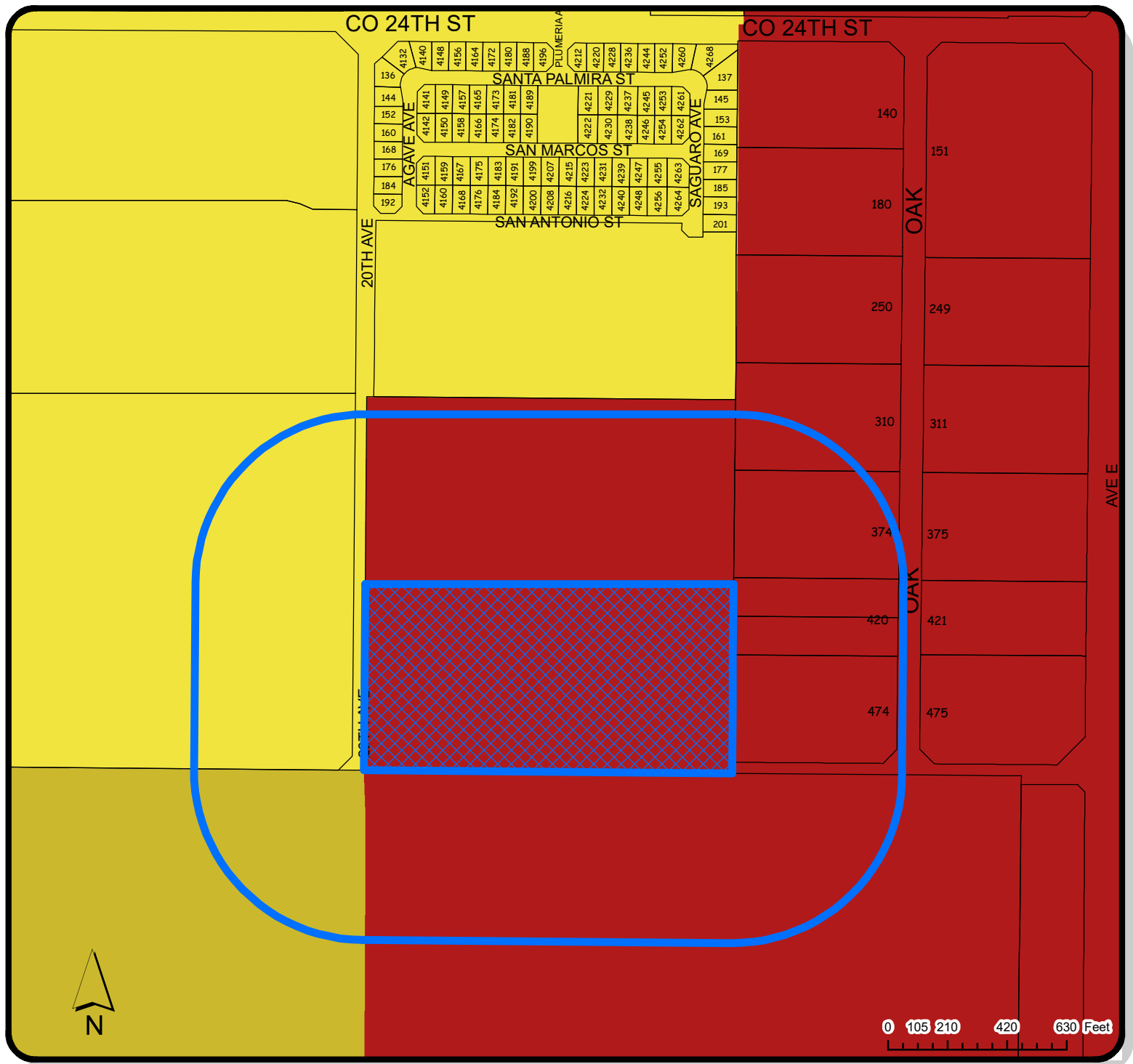
RECOMMENDED MOTION:

A. I MOVE TO OPEN PUBLIC HEARING.

B. I MOVE TO FOWARD MAJOR AMENDMENT CASE NO. 2021-0337 TO CITY COUNCIL WITH RECOMMENDATION OF DENIAL.

Attachments

Location Map
Staff Report
Applicant Narrative
Lot Split
Comment Letters



LOCATION OF SUBJECT PROPERTY

 PARCEL 227-15-003

 600ft Notification Area

LOCATION MAP

Legend

LAND USE

-  Medium Density Residential
-  High Density Residential
-  Commercial

MAJOR AMENDMENT

CASE #
2021-0337

DATE:

5/5/20201

PLANNING & ZONING



GIS

CREATED BY:

ISAAC GUTIERREZ

CHECKED BY:

ROMAN PACHECO

APPROVED BY:

JOSE A. GUZMAN



Staff Report

Planning and Zoning Commission

September 14, 2021

Major Amendment Case No. 2021-0337:

REQUEST: To change the land use designation of a 20-acre parcel from Commercial (C) to Medium Density Residential (MDR). This Major Amendment will allow the applicant to rezone to the R1-6 zoning district for the construction of a residential subdivision. Assessor's Parcel 227-15-030.

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

DIRECTIONS: The subject property is located on the northeast corner of 20th Avenue and County 24 ½ Street in San Luis Arizona.

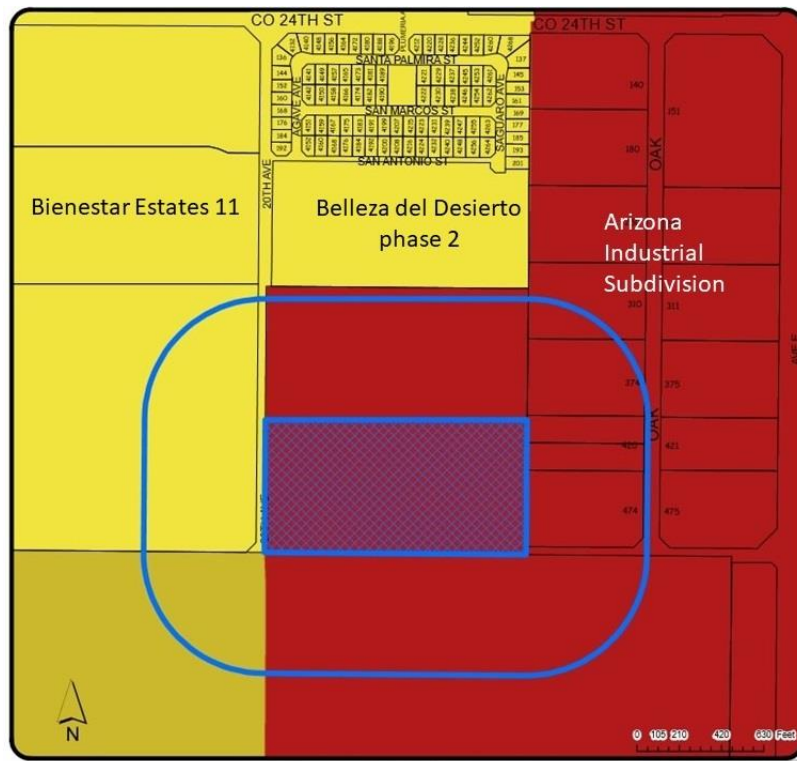
BACKGROUND: Recently, Lot Split Case No. 2021-0275 was approved to create the subject property. The property owner requested a minor amendment for the adjacent parcel to the north (Minor Amendment Case No. 2021-0336). The request was to change the land use designation of the parcel to north from Commercial (C) to Medium Density Residential (MDR). The case was denied by City Council on September 8, 2021. This major amendment case is the same request as the recently denied Minor Amendment Case No. 2021-0336.

If this major amendment is approved the applicant will be requesting the rezoning of the subject parcel to R1-6 for the construction and development of a residential subdivision.

The City of San Luis 2040 General Plan requires a minor amendment for any change in a non-residential land use category of less than 20 contiguous acres to a residential land use category. For this reason, the applicant submitted a minor amendment application to change the land use designation of the parcel to the north from Commercial (C) to Medium Density Residential (MDR) (Minor Amendment Case 2021-0336). However, a major amendment was required for the south parcel because both properties are more than 20 contiguous acres.

A.R.S. § 9-461-06 H requires approval by affirmative votes of at least two-thirds of the members of City Council to pass a Major Amendment.

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

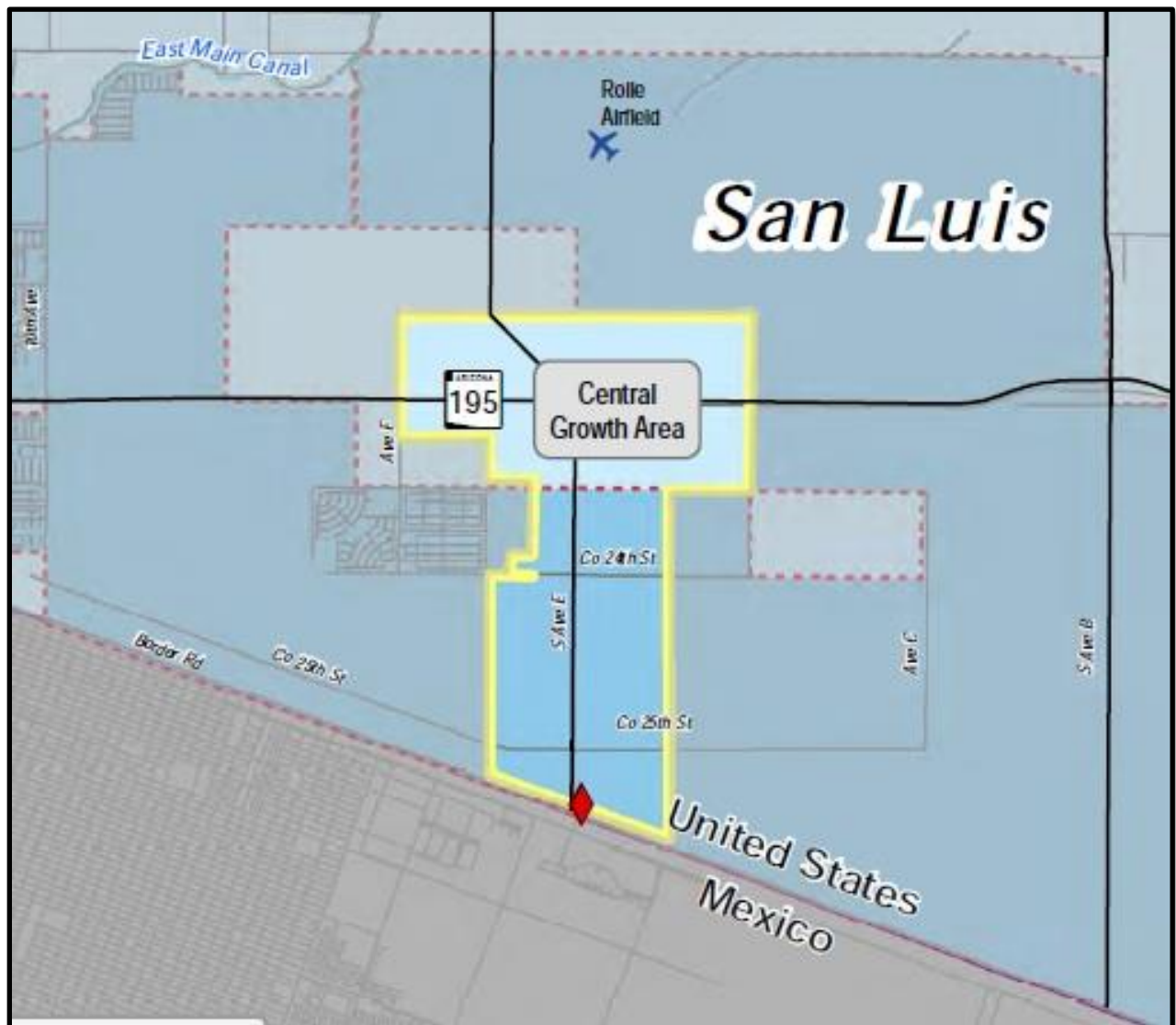
Medium Density Residential (MDR): The Medium Density Residential (MDR) land use category is intended to provide for detached single family residential development on moderately sized lots.

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

The approval of this major amendment will allow the applicant to rezone 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).

CRITICAL ISSUES:

The subject property is located inside the Central Growth Area identified in the 2040 General Plan. According to the adopted 2040 General Plan Growth Element, the City should prioritize growth in the growth areas identified on the General Plan since these areas are suitable for multi modal transportation and for infrastructure expansion. The Central Growth Area in the City of San Luis is shown below:



Central Growth Area Map

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. However, County 24th Street is not fully improved and traffic in the area has increased. This request is partially in compliance with this adopted policy.

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 not located adjacent to a compatible land use designation to the north since Minor Amendment Case No. 0336 was denied and the parcels to the north, south and east are designated as commercial. The only compatible land use is located to the west. This request is not in compliance with this adopted policy.

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 public works department can request a traffic study for proposed subdivisions in the area in accordance with the public works standards. A traffic study can ensure that all the improvements necessary are done by the developer to provide connection to Cesar Chavez Boulevard. This request is partially in compliance with this adopted policy.

APPROVAL CRITERIA: The Planning and Zoning Commission and City Council shall assure that the proposed amendment meets all 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.** The general plan designates sites west of Avenue E for residential development. Since the subject property is surrounded by parcels designated as commercial the development pattern will be changed by allowing Medium Density Residential.
- 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.** The amendment is not an overall improvement to the San Luis 2040 General Plan because the request is surrounded by commercial land use designations to the north, south and east. The proposed development pattern is not consistent with the goals and policies of the General Plan.

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;** Existing land use patterns to north, south and east are commercial and the approval of this major amendment will alter the 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 development in other areas.** The proposed major amendment will require additional and more expensive improvements to roads. Since County 24th Street is not fully improved and this development will contribute to the existing traffic conditions on the area.
 - c. **Adversely impacting existing or previously planned uses through increased traffic generated by the proposal on existing systems.** This land use change will increase residential traffic in an area. If approved, residential traffic will be combined with commercial trucking along Avenue E and County 24th Street. The City public works department can request a traffic study for proposed subdivisions in accordance to the public works standards. The traffic study will ensure that all the improvements necessary are done by the developer to provide connection to Cesar Chavez Boulevard.
 - d. **Affecting the livability of the area or the health and safety of the residents.** If approved, the traffic safety of the new residents will be affected. However, residential development in the area is increasing and the City is building a community park that will help with livability, health and safety of the new 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.** No, the request is not consistent with the General Plan overall intent, vision and goals and objectives. The residential subdivision will be required to comply with the adopted codes and ordinance of the City of San Luis.

AGENCY REVIEW:

As part of the Major Amendment review process, this land use case was part of a 60-day review period and reviewed by various city and outside agencies. We received no comments during the 60-day review period for this case.

As required by State Statute, staff has sent notification letters to property owners within 600 feet of the proposed project (7 letters).

Staff received comment letters from the City Fire Department, Yuma County Development Services and ADOT for this case.

CITIZEN REVIEW MEETING:

A Citizen Review Meeting was held at City Hall on September 7, 2021 at the City Hall Council Chambers at 6:00 p.m. 27 people were in attendance during the meeting.

STAFF RECOMMENDATION:

Staff recommends denial to change the land use designation from Commercial (C) to Medium Density Residential (MDR) as requested.

RECOMMENDED MOTION:

I MOVE TO FORWARD MAJOR AMENDMENT CASE NO. 2021-0337 TO CITY COUNCIL WITH RECOMMENDATION OF DENIAL.

Staff Report Prepared by:

Fernando Villegas

Principal Planner

Staff Report Reviewed by:

Jose A. Guzman

Planning Director



Core Engineering Group, PLLC

200 E. 16th Street, Suite # 150
Yuma, Arizona 85364

voice 928-344-5931

fax 928-344-5932

www.CoreEngineeringGroup.com

MEMORANDUM

Date: April 7, 2021

**To: City of San Luis
Department of Development Services**

From: Douglas J. Nicholls, PE, RLS

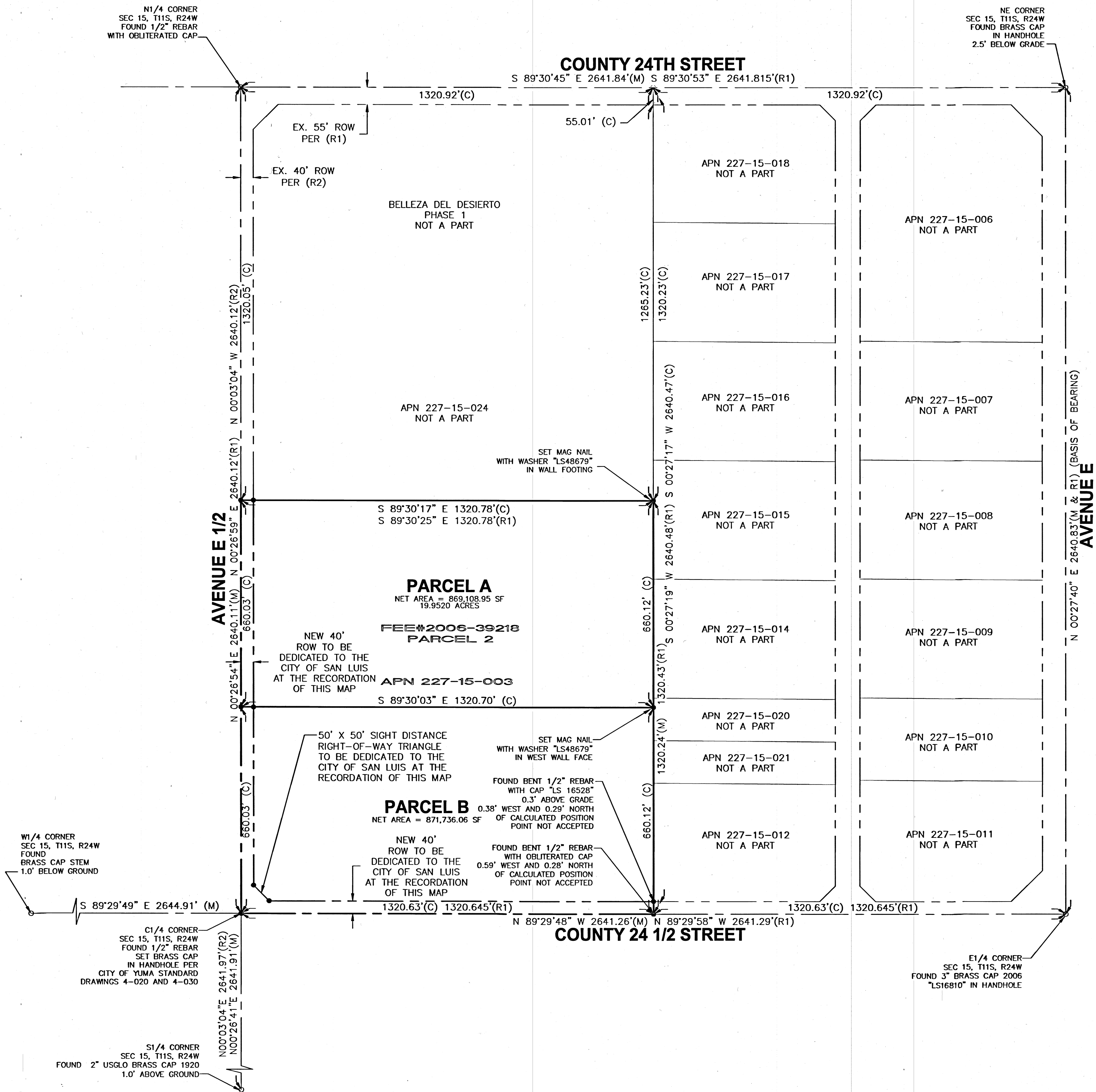
**Re: Major General Plan Amendment for the South Half of Parcel 227-15-003;
South Half of the SW 1/4 of the NE 1/4 of Section 15, T11S, R24W
Avenue E-1/2 & County 24-3/4 Street, San Luis, AZ.**

The owner is proposing to change the 2040 General Plan for the future lot referenced from Commercial to Residential. This request represents the south 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 south 20-acres. This will be submitted to the City of San Luis concurrently for review and approval.

The current status of the parcel is a native desert, undeveloped parcel with LI zoning. The request is to change the 2040 City of San Luis General Plan to be more in conformance with the surrounding residential and recreational areas which have been developed, or are in development.

BORDER RANCHES II LOT SPLIT

A LOT SPLIT OF PARCEL 2, FEE#2006-39218, Y.C.R., LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 11 SOUTH, RANGE 24 WEST, GILA AND SALT RIVER BASE AND MERIDIAN, YUMA COUNTY, ARIZONA
CREATING PARCEL A AND PARCEL B



NEW PARCEL A LEGAL DESCRIPTION

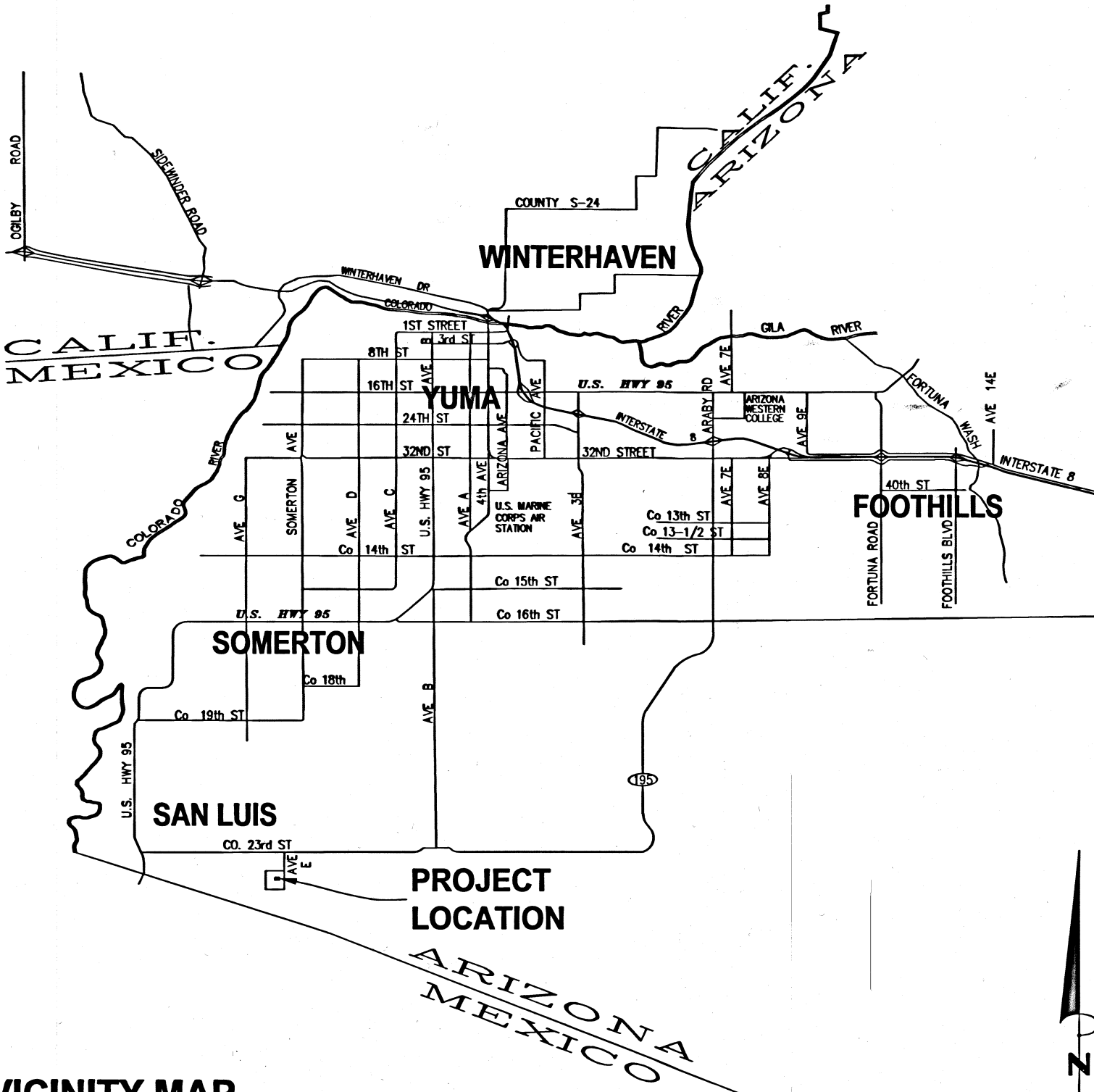
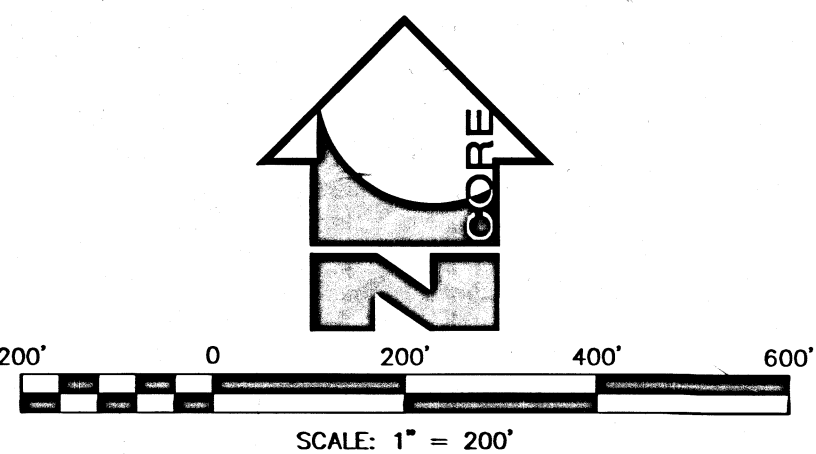
NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 11 SOUTH, RANGE 24 WEST, YUMA COUNTY, ARIZONA.

NEW PARCEL B LEGAL DESCRIPTION

SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 11 SOUTH, RANGE 24 WEST, YUMA COUNTY, ARIZONA.

LEGEND

---	CENTERLINE
- - -	EXISTING RIGHT-OF-WAY
---	EXISTING PROPERTY LINE
---	NEW PROPERTY LINE
O	FOUND MONUMENT
•	SET 1/2" REBAR W/CAP "LS48679" (UNLESS NOTED OTHERWISE)
(M)	MEASURED
(R1)	RECORDED PER SOUTHWEST ARIZONA INDUSTRIAL SUBDIVISION - PHASE 1 AS RECORDED IN AMENDED PLAT OF BOOK 31 OF PLATS PAGES 49 & 50, FEE #2020-06982, Y.C.R.
(R2)	RECORDED PER BIENSTAR ESTATES 10 AS RECORDED IN BOOK 31 OF PLATS PAGES 21, FEE #2019-27117, Y.C.R.
(C)	CALCULATED DATA
Y.C.R.	YUMA COUNTY RECORDS
APN 777-53-000	YUMA COUNTY ASSESSOR: BOOK-MAP-PARCEL No.



VICINITY MAP

CONFORMED COPY
2021-20450 (B: 33 P: 6 PLAT
05/27/2021 03:16:35 PM Pages: 1 Fees: \$24.00
Requested By: CITY OF SAN LUIS
Recorded By: CROMER
Robert S. Johnson, Yuma County Recorder, Yuma County, AZ
05/27/2021 03:16:35 PM

OWNER OF RECORD APN 227-15-003

BORDER RANCHES II, AZ LLC
MAIL: P.O. BOX 1034
YUMA, AZ 85366
SITE: NO ADDRESS

Nels T. Rogers
NELS T. ROGERS, MEMBER

Martha R. Rogers
MARTHA R. ROGERS, MEMBER

ACKNOWLEDGEMENT

STATE OF ARIZONA, SS
COUNTY OF YUMA
ON THIS 18th DAY OF May, 2021 BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED NELS T. ROGERS, KNOWN TO ME OR SATISFACTORILY PROVEN TO BE THE PEOPLE WHOSE NAMES ARE SUBSCRIBED TO THIS INSTRUMENT AND WHO ACKNOWLEDGED EXECUTION OF THE SAME, IN WITNESS WHEREOF I HERETO SET MY HAND AND OFFICIAL SEAL.

KELLY MAYFIELD
Notary Public, State of Arizona
Yuma County
My Commission Expires
February 14, 2022

Kelly Mayfield
NOTARY PUBLIC

02/14/2022
MY COMMISSION EXPIRES

BASIS OF BEARING

THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 15, T11S, R24W, G&SRM, YUMA COUNTY, ARIZONA (THIS LINE BEING THE CENTERLINE OF AVENUE E) AS SHOWN PER SOUTHWEST ARIZONA INDUSTRIAL SUBDIVISION - PHASE 1 AS RECORDED IN AMENDED PLAT OF BOOK 31 OF PLATS PAGES 49 & 50, FEE #2020-06982, Y.C.R.

NAMELY: N00°27'40"E

CITY OF SAN LUIS ZONING

APN 227-15-003
CURRENT ZONING: L-1

FLOOD ZONE

THE SUBJECT PROPERTY LIES WITHIN ZONE "X", AREA OF MINIMAL FLOOD HAZARD, USUALLY DEPICTED ON FIRM AS ABOVE THE 500-YEAR FLOOD LEVEL. ZONE X IS THE AREA DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD AND PROTECTED BY LEVEE FROM 100-YEAR FLOOD PER FEMA SOURCE 04027C2155E DATED 8-28-2008.

APPROVED

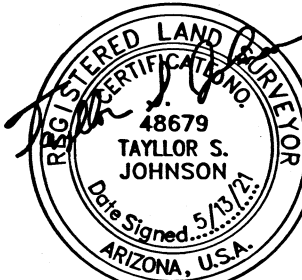
Edgardo S. Garcia 03/24/21
DIRECTOR OF PUBLIC WORKS
Jose A. Garcia 5/25/21
DIRECTOR OF PLANNING AND ZONING

SURVEY DATE

MARCH 19, 2021

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE LOT SPLIT AS SHOWN HEREON WAS MADE UNDER MY DIRECTION DURING MARCH 2021 AND THAT ALL REGULATIONS AND HAVE BEEN MET.



PREPARED BY

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 Project No. #21-018

CORE



August 26, 2021

MAJOR GENERAL PLAN AMENDMEN CASE NUMBER: 2021-033

CASE SUMMARY: A request by Core Engineering Group LLC., on behalf of Border Ranches II AZ LLC., owner, to change the land use designation of a 20-acre parcel from Commercial (C) to Medium Density Residential (MDR). This Major Amendment will allow the applicant to rezone to the R1-6 zoning district for the construction of a residential subdivision. Assessor's Parcel 227-15-030.

A Citizen Review Meeting has been scheduled to enable interested parties the opportunity to meet with the applicant to ask and answer questions and address concerns. This review meeting is prior to any public hearing.

This Citizen Review Meeting will be held:

Tuesday the 7th day of September 2021 at 6:00 p.m. at the San Luis City Hall Council Chambers, 1090 E. Union Street, San Luis, Arizona.

PUBLIC HEARINGS: September 14 and 21, 2021

COMMENTS DUE: September 2, 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,
Fernando Villegas
Principal Planner

Attachment: Location Map

.....
☒ COMMENTS ☐ NO COMMENTS

Enter Comments below:

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

Date: 08/30/21

Agency: The City of San Luis Fire Department

Phone: 928/341-8550

Return to: P&Z@sanluisaz.gov

Good morning, below is the ADOT Southwest District's comments on the major amendments to the 2040 City of San Luis General Plan. Thank you.

"ADOT Southwest District has no comment on the proposed land use change; however, we would like to request to review and comment on a Traffic Impact Analysis (TIA) once there is a specific development. Direct access to SR 195 from the development will not be permitted as this is an access-controlled highway."

Isabell Garcia
Development TES
Southwest District
P- (928) 317-2159
E-mail- IGarcia@azdot.gov



Yuma County, Arizona
DEPARTMENT OF DEVELOPMENT SERVICES

2351 West 26th Street, Yuma, Arizona 85364

Phone: (928) 817-5000

Fax: (928) 817-5020

Craig Sellers, P.E., CPM
Director

Comments for City of San Luis, Arizona

Major General Plan Amendment Case Nos. 2021-0335, 0337 & 0340

Residential Development in the areas identified under the proposed major amendments will create incompatible land uses and allow for non-contiguous land use patterns. The subject properties are in close proximity to City of San Luis Commercial Port of Entry and abutting or surrounded by Commercial and Employment Land Use Designations. The Commercial and Employment Land Use Designations allow for a variety of commercial and industrial uses, including manufacturing, plants, warehouses, etc. which are conveniently located in close proximity to the Commercial Port of Entry and along a major transportation network (i.e Avenue E and County 24th Street which connect to the Area Service Highway). The allowance of the type of residential development being proposed to encroach upon and co-exist with high intensity commercial or industrial uses could be disruptive to both future residents and act contrary to the goals and objectives of the City of San Luis General Plan and the functions of the San Luis Commercial Port of Entry.

Date: 9/1/2021

Agency: Yuma County Department of Development Services, Planning and Zoning Division

Contact: Juan Leal Rubio, Senior Planner

Phone: 928-817-5176



PLANNING & ZONING AGENDA ITEM REVIEW FORM

Special Planning & Zoning Commission Meeting

4. C.

Meeting Date: 09/21/2021

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

ITEM:

Public hearing followed by discussion only on any and all matters regarding Major Amendment Case No. 2021-0340. A request by Edais Engineering Inc. on behalf of Riedel Holdings LLC to change the land use designation of two parcels 180.9 acres in size from Commercial (C) and Employment (EMP) to Medium Density Residential (MDR). Assessor's Parcel Numbers 227-11-004 and 005, located on the southeast corner of County 23 1/2 Street and Avenue E in San Luis Arizona.

- A. Open public hearing
 - 1. Staff Presentation
 - 2. Call to the public on this item
- B. Close public hearing

BACKGROUND:

In 2019 Major Amendment Case No. 2019-0394 was denied by City Council for a similar request on the subject properties, this case was denied under the City of San Luis 2020 General Plan. Later, on November 2020, the City adopted the 2040 General Plan.

The subject properties were annexed to the City of San Luis in the year 2000 as part of a pre-annexation agreement (Resolution No. 421). The pre-annexation agreement included the San Luis regional detention and support center and the east wastewater treatment plant. As part of the pre-annexation agreement the City agreed to allow the development of a regional detention and support center under existing zoning regulations and it was agreed by the property owner and the City that light industrial uses were the most appropriate uses for the remaining of the land since the adjacent parcels had the potential to be impacted by the detention center and the east wastewater treatment plant.

After the annexation became effective in 2010 the owner applied to rezone approximately 20 acres located on the southwest corner of County 23 1/2 Street and Avenue D 1/2 alignment to high-density residential zoning in an area primarily designated for industrial uses. (Rezoning Case No. 2010-11,12,13 and 14 see map below). In 2011, Resolution 933 amended the pre-annexation agreement to include certain provisions to allow for high-density residential development. The decision to include high-density residential zoning was based on the potential need for townhomes or condominiums to accommodate short-term employment in the construction or development fields.

According to Resolution 933 if the owner develops the 20-acre portion zoned R2 and R3 with single family homes, the developer agrees that such development will be limited to large lot development of lots no less in size of 8,000 square feet and homes of no less than 1750 square feet, exclusive of garage or carport or the owner needs to request an amendment to Resolution 933.

On May 2021, the subject properties were purchased by Riedel Holdings LLC and the new owner requested a lot split to divide parcel 227-11-005 to create three new parcels.

A.R.S. § 9-461-06 H requires approval by affirmative votes of at least two-thirds of the members of City Council to pass a Major Amendment.

ANALYSIS:

GENERAL PLAN: The City of San Luis 2040 General Plan identifies two existing land use categories in the area north of County 24th Street between Avenue E and Avenue D, Commercial (C) and Employment (EMP).

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

Employment (EMP): The Employment (EMP) 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.

Zoning districts permitted within EPM: LI and HI

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.

CRITICAL ISSUES: The parcel located east of Avenue D ½, of this proposed land use change, is located outside of the Central Growth Area identified in the 2040 General Plan. According to the adopted 2040 General Plan Growth Element, the City should prioritize growth in the growth areas identified on the General Plan since these areas are suitable for multi modal transportation and for infrastructure expansion.

General Plan Policies:

Policy G-1.4: Preserve and protect areas designated for employment from encroachment by single-family residential or other incompatible uses.

The proposed residential land use change will be encroaching into employment land uses designations to the south in the area between Avenue D ½ and Avenue D. This proposal goes against this adopted policy since the applicant is proposing residential development adjacent to employment and adjacent to the San Luis regional detention and support center and the east wastewater treatment plant which are incompatible uses.

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.

Infrastructure can be expanded in the area, the east wastewater treatment plant located on the northwest corner of County 24th Street and Avenue D can provide the service for future development and a water line is located along County 24th Street. However, Avenue E is the only road connection to Cesar Chavez Boulevard/SR-ASH. This request is partially in compliance with this adopted policy.

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

This proposed land use change could be located adjacent to Commercial and Employment land use categories and some uses can be compatible land uses with the proposed residential development. The commercial land use category will be located to the west and south. However, the parcel located adjacent to the San Luis regional detention and support center and the east waste water treatment plant

are not compatible uses with the proposed Medium Density Residential land use category. This request is partially in compliance with this adopted policy.

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. Although, the City public works department could request traffic studies for future proposed subdivisions, in accordance with the public works standards, Avenue E is the only connection to Cesar Chavez Boulevard/SR-ASH. This proposal goes against this adopted policy since the applicant is not proposing a different route or other modes of transportation for the proposed residential development.

Policy PS 6.1 Require new growth and development to construct and dedicate public utility infrastructure to serve the development including water, wastewater and storm water improvements.

The developer should be responsible for providing all the necessary improvements including road construction, water, wastewater, and storm water. The proposed residential development will be required to construct and dedicate public utility infrastructure to serve the new development. This request is in compliance with this adopted policy.

Policy PS 14.1 Plan the siting of higher intensity uses along major roadway corridors, such as Avenue E and Cesar Chavez Boulevard/SR-ASH.

The applicant is not proposing a land use change for parcels located adjacent to Avenue E and County 24th Street. These portions of land will remain commercial following this policy in the General Plan. This policy supports commercial and industrial uses adjacent to these major roadways, for this reason, the request is in compliance with this adopted policy.

APPROVAL CRITERIA: The Planning and Zoning Commission and City Council shall assure that the proposed amendment meets all 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 development in other areas.
 - c. Adversely impacting existing or previously planned uses through increased traffic generated by the proposal on existing systems.
 - 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.

AGENCY REVIEW:

As part of the Major Amendment review process, this land use case was part of a 60- day review period and reviewed by various city and outside agencies. We received no comments during the 60-day review period for this case.

As required by State Statute, staff has sent notification letters to property owners within 600 feet of the proposed project (5 letters). Staff received comment letters from the City Engineer, City Fire Department, Yuma County Development Services and ADOT for this case.

CITIZEN REVIEW MEETING:

A Citizen Review Meeting was held at City Hall on September 7, 2021 at the City Hall Council Chambers at 6:00 p.m. The purpose of the Citizen Review Meeting is to provide adjacent landowners and other potentially affected citizens an opportunity to ask questions and express any issues or concerns that they may have with the proposed amendment prior to the public hearing. 27 people were in attendance during the meeting.

SUMMARY:

Arizona Revised Statutes (A.R.S. §9-461.06(E)) require that cities over twenty-five thousand in population must hold two public hearings for any Major General Plan Amendment. The two or more public hearings must be held in two different locations on two different dates.

The Council Meeting public hearing will be held on October 13, 2021 at 7PM at San Luis City Hall Council Chambers, 1090 E. Union Street, San Luis Arizona.

STAFF RECOMMENDATION:

Staff recommends approval to change the land use designation from Commercial (C) to Medium Density Residential (MDR) as requested by the applicant for parcel 227-11-005 totaling 106.26 acres. (Parcel between Avenue E and Avenue D ½) This portion of the request is consistent and in compliance with the adopted policies of the City of San Luis 2040 General Plan.

Staff recommends denial to change the land use designation of Assessor's parcels 227-14-004 totaling 74.64 acres from Employment (EMP) to Medium Density Residential (MDR), this portion of the request is not consistent or in compliance with the adopted policies of the City of San Luis 2040 General Plan and is located outside the Central Growth Area.

RECOMMENDED MOTION:

A. I MOVE TO OPEN PUBLIC HEARING.

B. I MOVE TO CLOSE PUBLIC HEARING.

C. I MOVE TO FORWARD MAJOR AMENDMENT CASE NO. 2021-0340 TO CITY COUNCIL WITH RECOMMENDATION OF APPROVAL TO CHANGE THE LAND USE DESIGNATION FROM COMERCIAL TO MEDIUM DENSITY RESIDENTIAL FOR PARCEL 227-11-005 AS REQUESTED BY THE APPLICANT AND DENIAL TO CHANGE THE LAND USE DESIGNATION FROM EMPLOYMENT TO MEDIUM DENSITY RESIDENTIAL FOR PARCEL 227-11-004.

Attachments

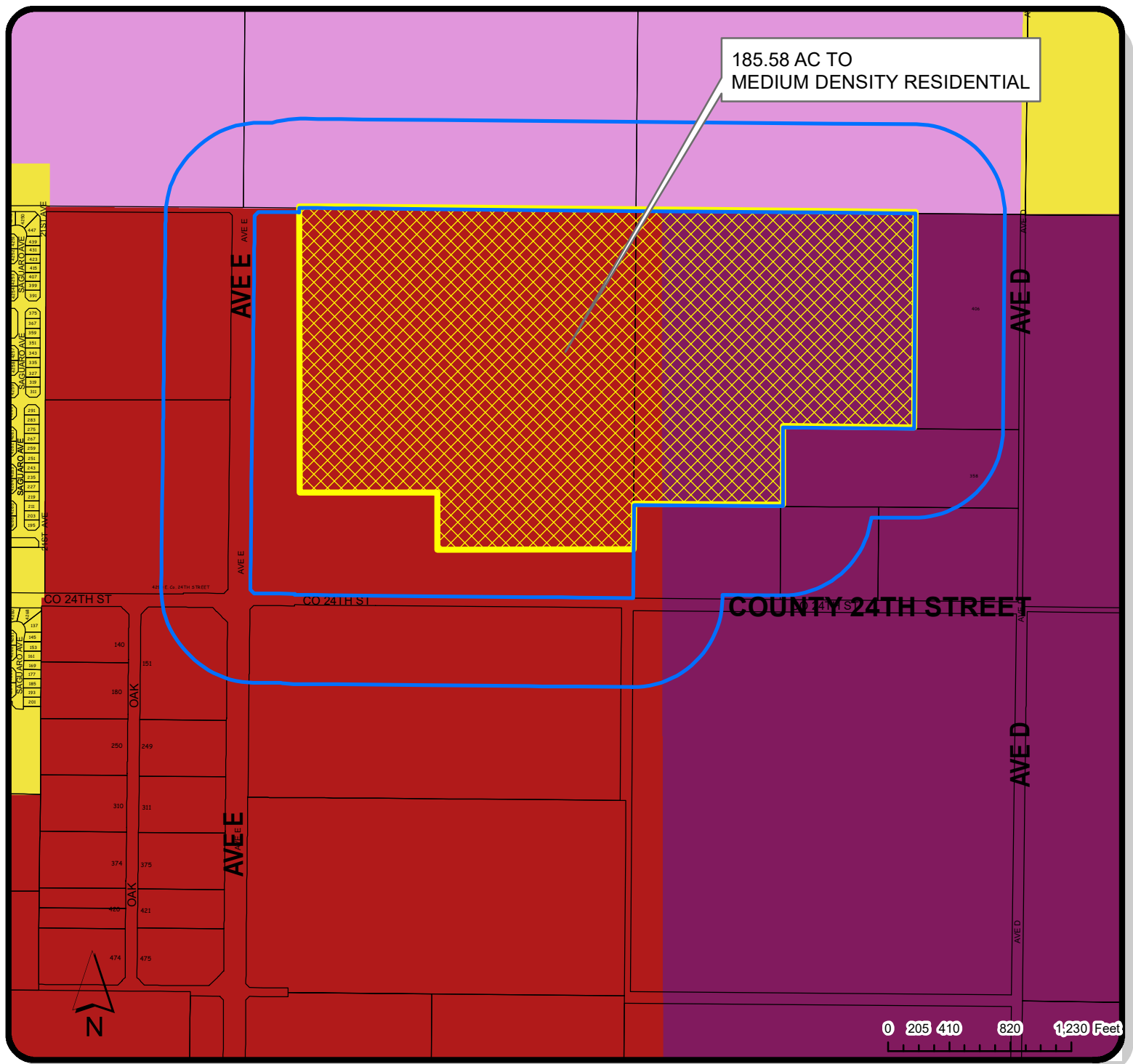
Location Map
Staff Report
Applicant Narrative
Subdivision Layout
Lot Split

Comment Letters

Resolution 421

Resolution 933

Pre annexation agreement



LOCATION OF SUBJECT PROPERTY

PARCELS:227-11-004, 227-11-005

LOCATION MAP

Legend

LAND USE

- Medium Density Residential
- High Density Residential
- Commercial
- Employment
- Mixed Use Activity Center
- Conservation



600ft Notification Area

MAJOR AMENDMENT

CASE #

2021-0340

DATE:

5/6/20201

PLANNING & ZONING



GIS

CREATED BY:

ISAAC GUTIERREZ

CHECKED BY:

ROMAN PACHECO

APPROVED BY:

JOSE A. GUZMAN



Staff Report

Planning and Zoning Commission

September 14, 2021

Major Amendment 2021-0340:

REQUEST: To change the land use designation of two parcels 180.9 acres in size from Commercial (C) and Employment (EMP) to Medium Density Residential (MDR). This Major Amendment will allow the applicant to rezone to the R1-6 zoning district for the construction of a residential subdivision. Assessor's parcel number 227-11-004 and 005.

APPLICANT: Edais Engineering Inc, representing Riedel Holdings LLC

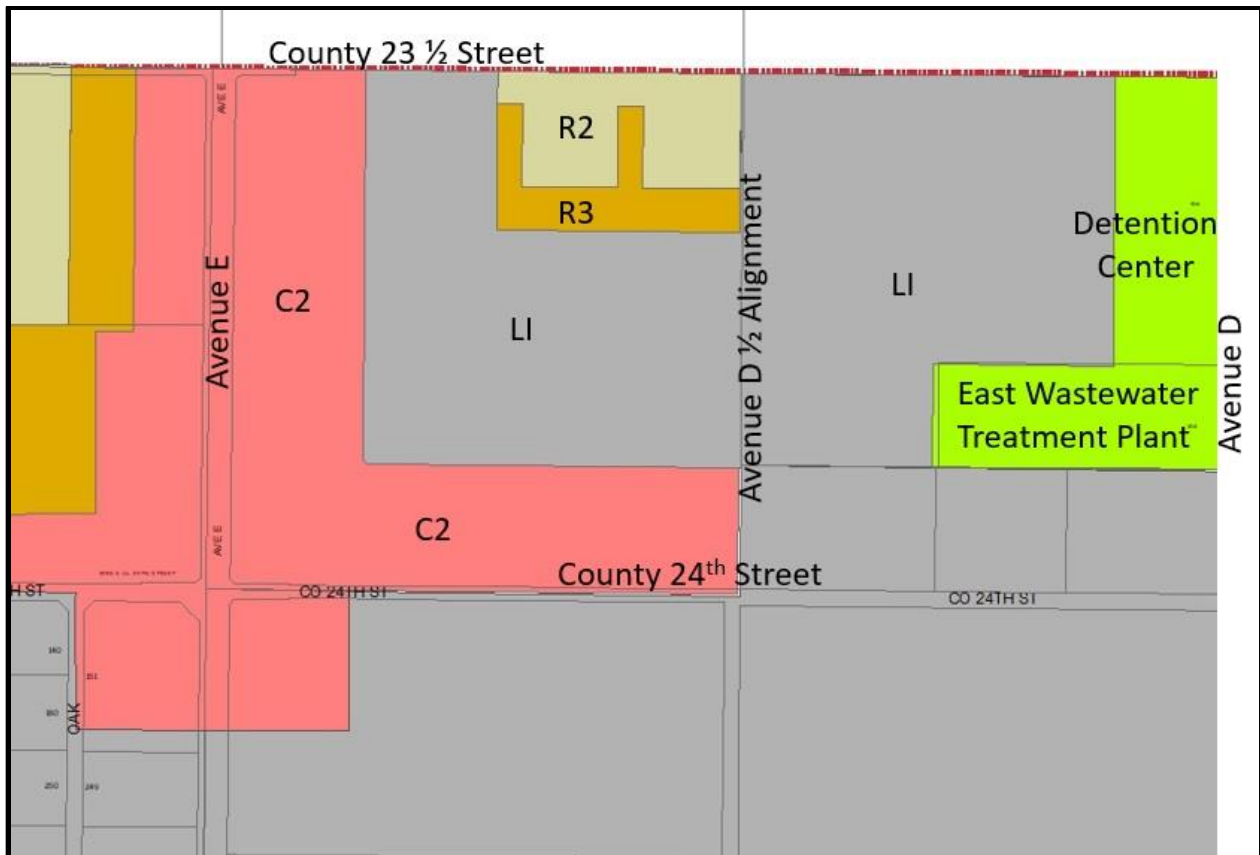
DIRECTIONS: The parcels are located on the south east corner of County 23 ½ Street and Avenue E in San Luis Arizona.

BACKGROUND: In 2019 Major Amendment Case No. 2019-0394 was denied by City Council for a similar request on the subject properties, this case was denied under the City of San Luis 2020 General Plan. Later, on November 2020, the City adopted the 2040 General Plan.

The subject properties were annexed to the City of San Luis in the year 2000 as part of a pre-annexation agreement (Resolution No. 421). The pre-annexation agreement included the San Luis regional detention and support center and the east wastewater treatment plant. As part of the pre-annexation agreement the City agreed to allow the development of a private prison under existing zoning regulations and it was agreed by the property owner and the City that light industrial uses were the most appropriate uses for the remaining of the land since the adjacent parcels had the potential to be impacted by the private prison and the east wastewater treatment plant.

After the annexation became effective in 2010 the owner applied to rezone approximately 20 acres located on the southwest corner of County 23 ½ Street and

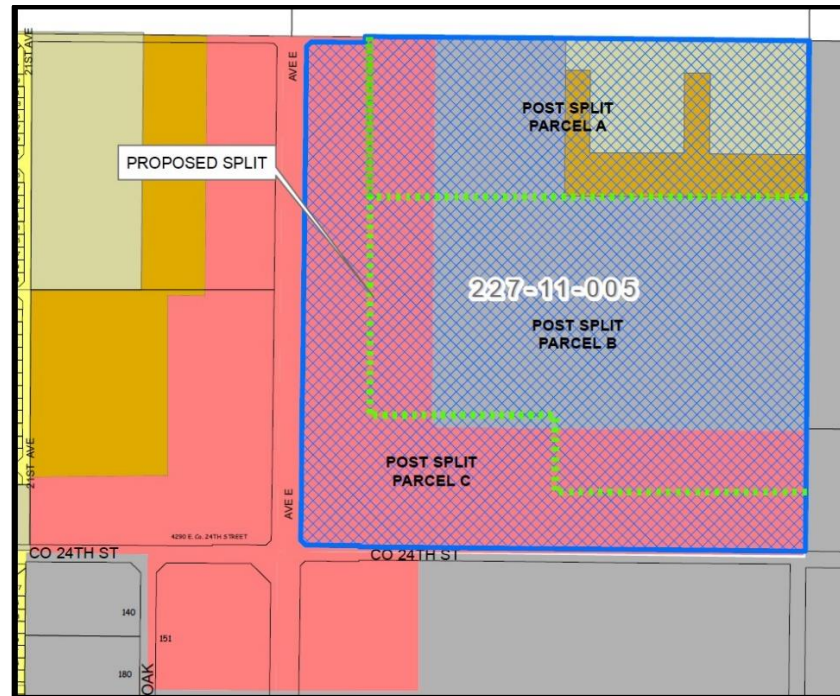
Avenue D ½ alignment to high-density residential zoning in an area primarily designated for industrial uses. (Rezoning Case No. 2010-11,12,13 and 14 see map below). In 2011, Resolution 933 amended the pre-annexation agreement to include certain provisions to allow for high-density residential development. The decision to include high-density residential zoning was based on the potential need for townhomes or condominiums to accommodate short-term employment in the construction or development fields.



Existing Zoning Map

According to Resolution 933 if the owner develops the 20-acre portion zoned R2 and R3 with single family homes, the developer agrees that such development will be limited to large lot development of lots no less in size of 8,000 square feet and homes of no less than 1750 square feet, exclusive of garage or carport or the owner needs to request an amendment to Resolution 933.

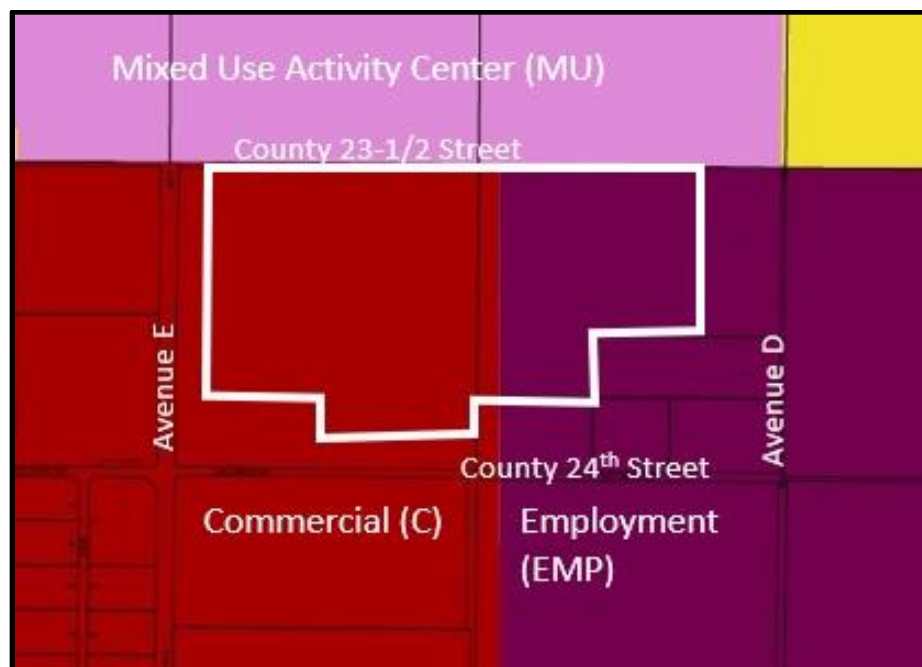
On May 2021, the subject properties were purchased by Riedel Holdings LLC and the new owner requested a lot split to divide parcel 227-11-005 to create three new parcels as shown on the map below: (Lot Split Case No. 2021-0387)



Lot Split Case No. 2021-0387

A.R.S. § 9-461-06 H requires approval by affirmative votes of at least two-thirds of the members of City Council to pass a Major Amendment.

GENERAL PLAN: The City of San Luis 2040 General Plan identifies two existing land use categories in the area north of County 24th Street between Avenue E and Avenue D, Commercial (C) and Employment (EMP), 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

Employment (EMP): The Employment (EMP) 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.

Zoning districts permitted within EPM: LI and HI

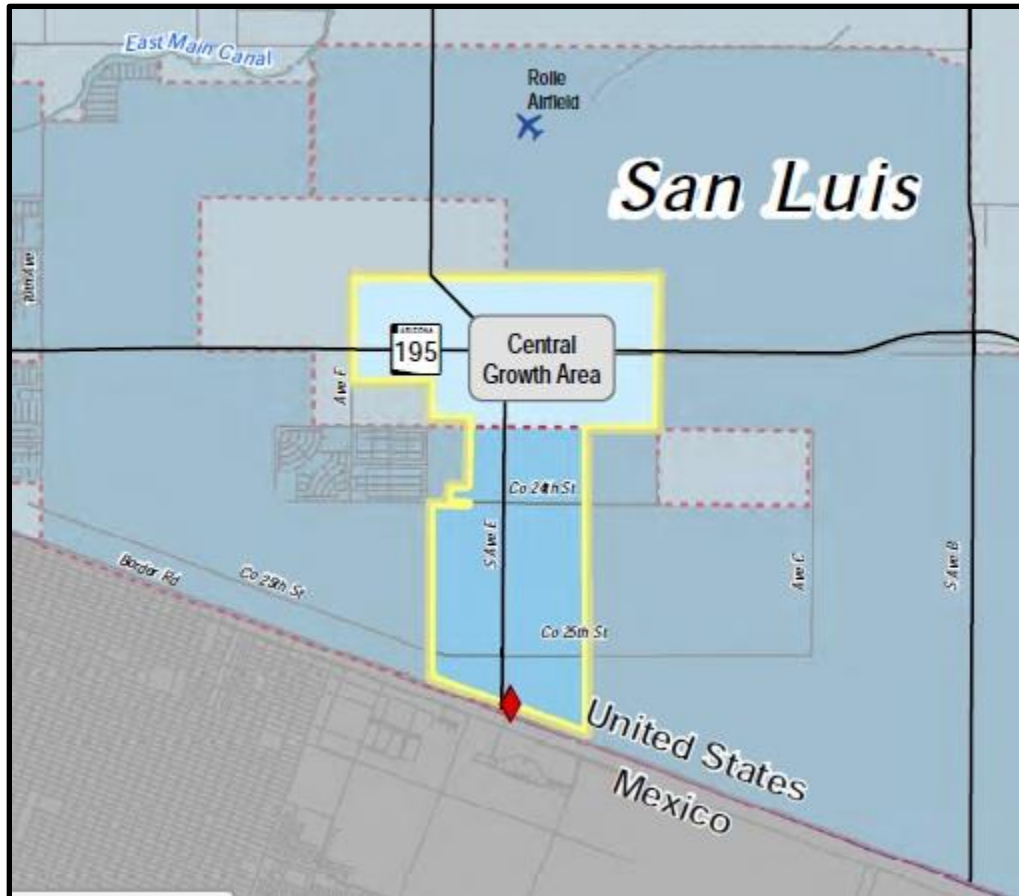
Proposed Land Use Category

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 major amendment will allow the applicant to rezone the subject properties to any zoning district allowed in the Medium Density Residential land use category.

CRITICAL ISSUES: The parcel located east of Avenue D ½, of this proposed land use change, is located outside of the Central Growth Area identified in the 2040 General Plan. According to the adopted 2040 General Plan Growth Element, the City should prioritize growth in the growth areas identified on the General Plan since these areas are suitable for multi modal transportation and for infrastructure expansion. The Central Growth Area in the City of San Luis is shown below:



Central Growth Area Map

General Plan Policies:

Policy G-1.4: Preserve and protect areas designated for employment from encroachment by single-family residential or other incompatible uses.

The proposed residential land use change will be encroaching into employment land use designation to the south in the area between Avenue D ½ and Avenue D. This proposal goes against this adopted policy since the applicant is proposing residential development adjacent to employment and adjacent to the San Luis regional detention and support center and the east wastewater treatment plant which are incompatible uses.

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.

Infrastructure can be expanded in the area, the east wastewater treatment plant located on the northwest corner of County 24th Street and Avenue D can provide the service for future development and a water line is located along County 24th Street. However, Avenue E is the only road connection to Cesar Chavez Boulevard/SR-ASH. This request is partially in compliance with this adopted policy.

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

This proposed land use change could be located adjacent to Commercial and Employment land use categories and some uses can be compatible land uses with the proposed residential development. The commercial land use category will be located to the west and south. However, the parcel located adjacent to the San Luis regional detention and support center and the east waste water treatment plant are not compatible uses with the proposed Medium Density Residential land use category. This request is partially in compliance with this adopted policy.

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. Although, the City public works department could request traffic studies for future proposed subdivisions, in accordance with the public works standards, Avenue E is the only connection to Cesar Chavez Boulevard/SR-ASH. This proposal goes against this adopted policy since the applicant is not proposing a different route or other modes of transportation for the proposed residential development.

Policy PS 6.1 Require new growth and development to construct and dedicate public utility infrastructure to serve the development including water, wastewater and storm water improvements.

The developer should be responsible for providing all the necessary improvements including road construction, water, wastewater, and storm water. The proposed residential development will be required to construct and dedicate public utility infrastructure to serve the new development. This request is in compliance with this adopted policy.

Policy PS 14.1 Plan the siting of higher intensity uses along major roadway corridors, such as Avenue E and Cesar Chavez Boulevard/SR-ASH.

The applicant is not proposing a land use change for parcels located adjacent to Avenue E and County 24th Street. These portions of land will remain commercial

following this policy in the General Plan. This policy supports commercial and industrial uses adjacent to these major roadways, for this reason, the request is in compliance with this adopted policy.

APPROVAL CRITERIA: The Planning and Zoning Commission and City Council shall assure that the proposed amendment meets all 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.** There are no sites or properties located east of Avenue E designated for residential development. The land use plan only designates land located west of Avenue E for residential development. The Medium Density Residential Land use designation can be allowed east of Avenue E as proposed, only if the proposal is consistent with the goals and policies of the San Luis 2040 General Plan.
- 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.** The amendment can constitute an overall improvement to the San Luis 2040 General Plan because a portion of the request is consistent with the goals and policies of the General Plan. For example, commercial development along County 24th Street and Avenue E and residential development on the back or adjacent to commercial development. However; the parcel located east of the Avenue D ½ alignment, of this proposed residential development, is not consistent with the existing San Luis regional detention and support center and the east wastewater treatment plant industrial uses.
- 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;** Existing land use patterns are commercial and industrial only. A land use change to Medium Density Residential can be acceptable if the proposal is in compliance with the goals and policies of the General Plan.
 - 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 development in other areas.** The proposed land use change will require additional and more expensive improvements to roads, sewer and water delivery systems. However, the existing land use designations of commercial and industrial could also require both extensive and expensive improvements.
 - c. Adversely impacting existing or previously planned uses through increased traffic generated by the proposal on existing systems.** This land use change will increase residential traffic in an area mainly

designated for commercial and industrial uses. If approved, residential traffic will be combined with commercial trucking along Avenue E and County 24th Street.

- d. **Affecting the livability of the area or the health and safety of the residents.** Currently, there are no residential development east of Avenue E and no land use designation supports residential development. If approved the health and safety of future residents east of Avenue D ½ and outside the Central Growth Area could be affected by future and existing industrial uses like the regional detention and support center and the east waste water treatment plant.

- 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.** The request is consistent with the General Plan for the parcel located west of Avenue D ½ and not consistent with the intent, vision, goals and objectives for parcel located east of Avenue D ½ since the parcel is adjacent to the San Luis regional detention and support center and the east wastewater treatment plant.

AGENCY REVIEW:

As part of the Major Amendment review process, this land use case was part of a 60-day review period and reviewed by various city and outside agencies. We received no comments during the 60-day review period for this case.

As required by State Statute, staff has sent notification letters to property owners within 600 feet of the proposed project (5 letters).

Staff received comment letters from the City Engineer, City Fire Department, Yuma County Development Services and ADOT for this case.

CITIZEN REVIEW MEETING:

A Citizen Review Meeting was held at City Hall on September 7, 2021 at the City Hall Council Chambers at 6:00 p.m. 27 people were in attendance during the meeting.

STAFF RECOMMENDATION:

Staff recommends approval to change the land use designation from Commercial (C) to Medium Density Residential (MDR) as requested by the applicant for parcel 227-11-005 totaling 106.26 acres. (Parcel between Avenue E and Avenue D ½) This portion of the request is consistent and in compliance with the adopted policies of the City of San Luis 2040 General Plan.

Staff recommends denial to change the land use designation of Assessor's parcels 227-14-004 totaling 74.64 acres from Employment (EMP) to Medium Density Residential (MDR), this portion of the request is not consistent or in compliance with the adopted

policies of the City of San Luis 2040 General Plan and is located outside the Central Growth Area.

RECOMMENDED MOTION:

I MOVE TO FORWARD MAJOR AMENDMENT CASE NO. 2021-0340 TO CITY COUNCIL WITH RECOMMENDATION OF APPROVAL TO CHANGE THE LAND USE DESIGNATION FROM COMERCIAL TO MEDIUM DENSITY RESIDENTIAL FOR PARCEL 227-11-005 AS REQUESTED BY THE APPLICANT AND DENIAL TO CHANGE THE LAND USE DESIGNATION FROM EMPLOYMENT TO MEDIUM DENSITY RESIDENTIAL FOR PARCEL 227-11-004.

Staff report prepared by:

Fernando Villegas

Principal Planner

Reviewed by:

Jose A. Guzman

Planning Director

NARRATIVE STATEMENT:

It is being requested to do a major general plan/map amendment for the subject land to change the current land use designation from Business/Industrial to Business/Residential as demonstrated on the attached map (EXHIBIT A). The followings are items addressing the approval criteria for this request and points to support this land use change:

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 this amendment. The City of San Luis General Plan and land use map designated a large amount of land for Industrial and business in the subject area where neighborhood/residential are not provided for at the same proportion. There are no optional areas for residential uses which has been the major economic source in San Luis.
2. This 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. This amendment without a question is great benefit to the City of San Luis in general and general plan in particular. Due to the large area designated for industrial and business in the area which will never be filled. Neighborhood/residential is more essential in the City's short term and long-term economy while the land if left industrial will sit vacant of no benefit to the City or the landowner.
3. This 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 as a matter of fact this amendment is considered to be the opposite which makes the pattern more acceptable;
 - 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 be impact development in other areas. Historically developments of this kind build the roads, water and sewer systems in the area. This land and the surrounding landowners already

- invested in the construction of water and sewer system in the area and will continue to build the same to improve the infrastructure in the area.
- c. Adversely impacting existing or previously planned uses through increased traffic generated by proposal on existing system. As mentioned, previously this amendment will have a positive impact on the traffic due to the improvements to the roads in the area.
 - d. Affecting the livability of the area or the health and safety of the residents. There is no residence in area as of now, but this amendment has a positive effect of the future residence in the area.
4. This amendment is consistent with General Plan's overall intent, vision, goals and objectives as well as being compliant with other adopted plans, codes, and ordinances. The City of San Luis have Industrial land which a portion of it is developed with very little activity. Therefore making this change is considered correction to an overreach in providing more industrial land than needed in the City of San Luis.

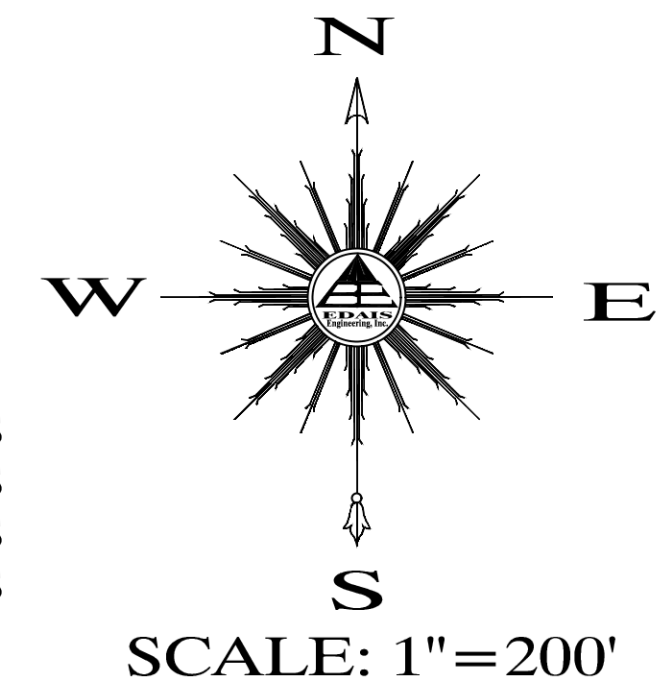
LOS MEZQUITES SUBDIVISION

DATE OF PREPARATION: APRIL 2021

NUMBER OF LOTS: 878

ACREAGE: 185.58 ACRES

MASTER PLAN LAYOUT



LOTS PER UNIT

UNIT 1 - 200 LOTS
UNIT 2 - 214 LOTS
UNIT 3 - 223 LOTS
UNIT 4 - 209 LOTS

ACRES PER UNIT

UNIT 1 - 41.01 ACRES
UNIT 2 - 47.87 ACRES
UNIT 3 - 52.43 ACRES
UNIT 4 - 44.25 ACRES

REVISIONS

△	
△	
△	
△	
△	

PRELIMINARY
LAYOUT

LOS MEZQUITES
SUBDIVISION

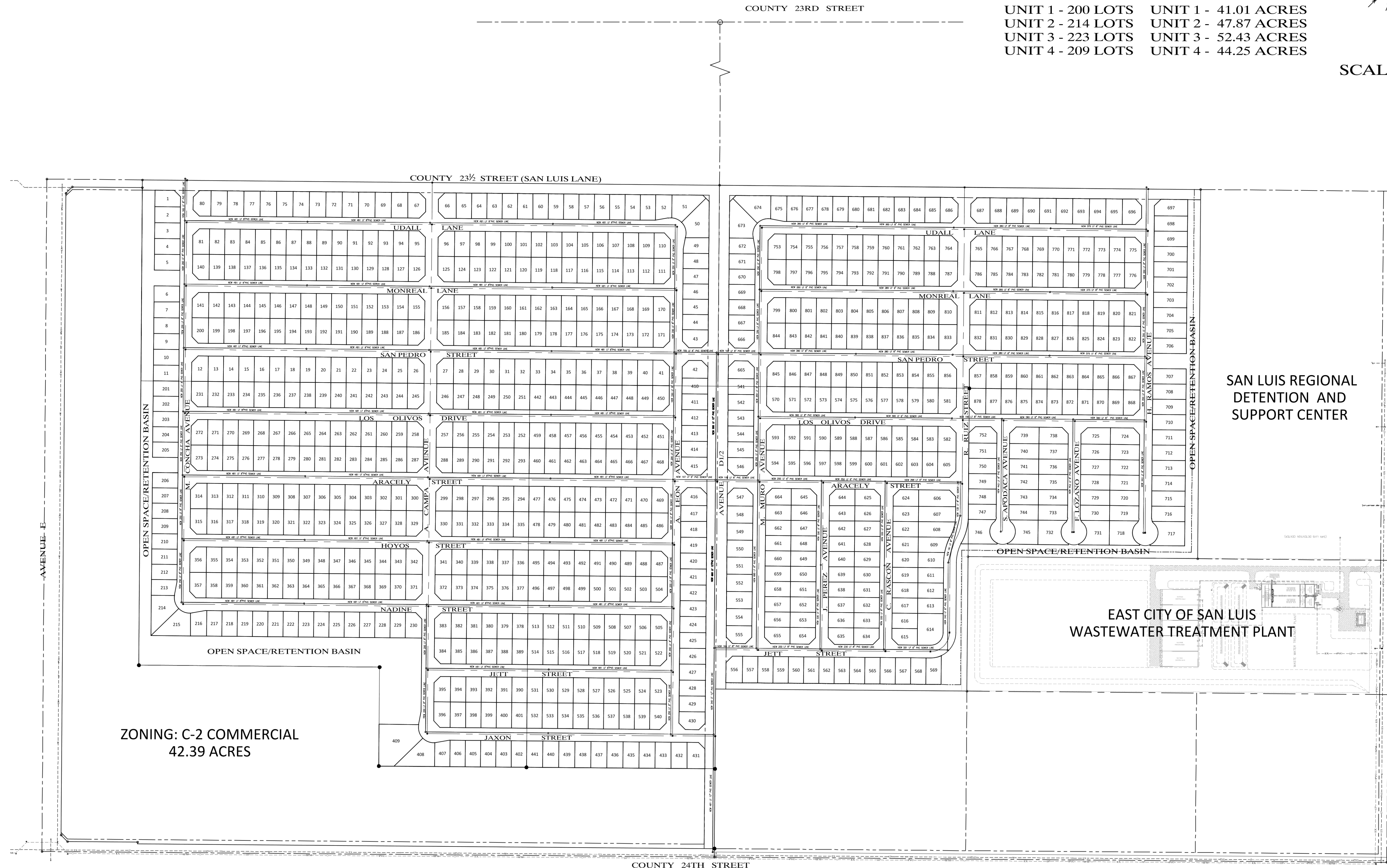
EDAIS
Engineering, Inc.
1000 S. Baseline Avenue
Yuma, Arizona 85365
(928) 944-3566
na@edaisgroup.com
www.edaisengineering.com

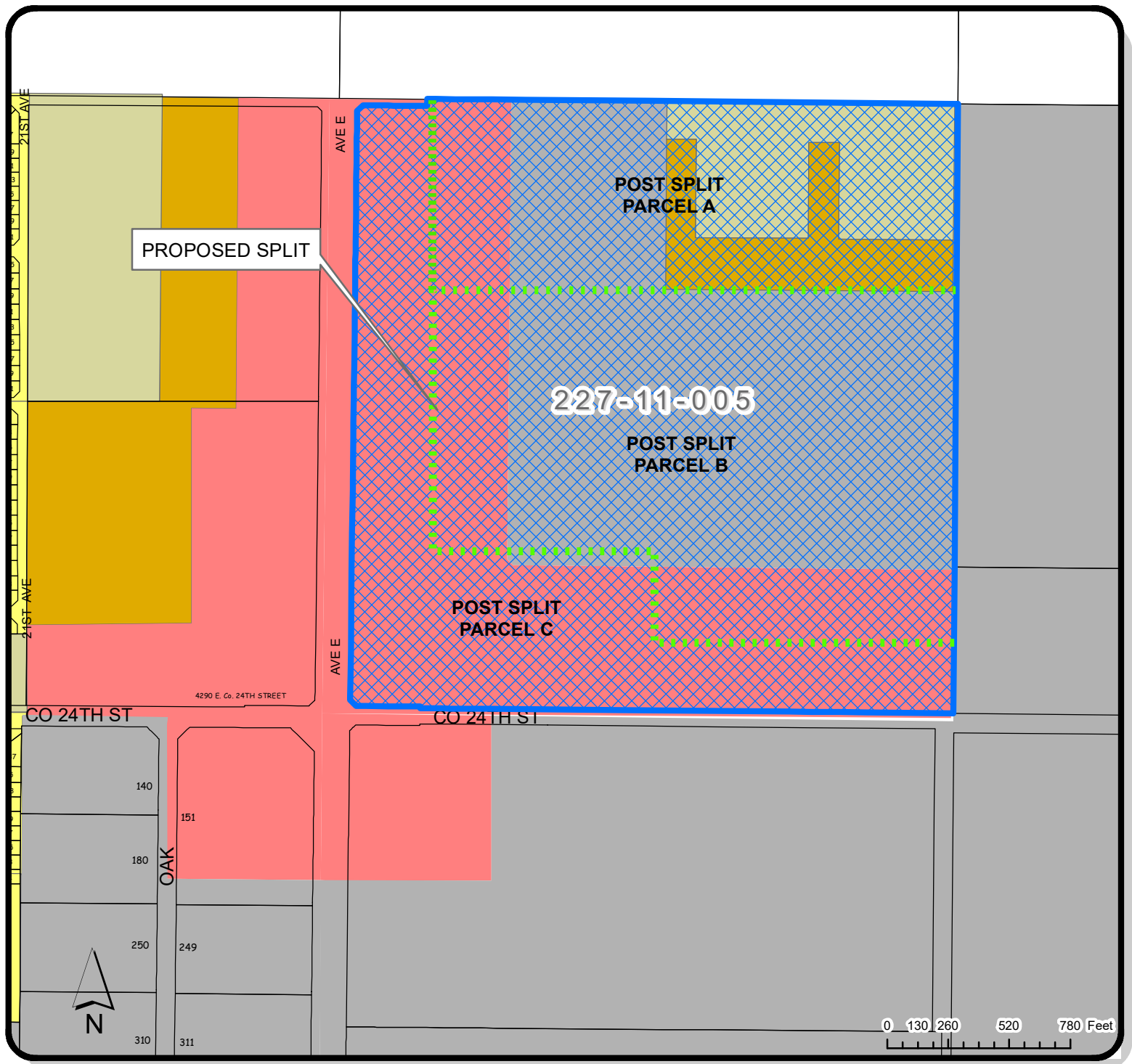
PRELIMINARY
NOT FOR
CONSTRUCTION

DATE:
APR 2021
DRAWN:
JAT
CHECKED:
NKE
PROJECT:
21-028

SHEET NUMBER

1





LOCATION OF SUBJECT PROPERTY

 PARCEL 227-11-005

 PROPOSED SPLIT

LOCATION MAP

Zoning

MULTIPLE RESIDENCE ZONING DISTRICTS

R-2

R-3

SINGLE RESIDENCE ZONING DISTRICTS

R1-8

COMMERCIAL ZONING DISTRICTS

C-2

INDUSTRIAL ZONING DISTRICTS

I-1

LOT SPLIT

CASE #

2021-0387

DATE:

6/2/2021

PLANNING & ZONING



GIS

CREATED BY:

ISAAC GUTIERREZ

CHECKED BY:

ROMAN PACHECO

APPROVED BY:

JOSE A. GUZMAN



August 26, 2021

MAJOR GENERAL PLAN AMENDMEN CASE NUMBER: 2021-0335

CASE SUMMARY: A request by DuBose Design Group, Inc., on behalf of Von Verde Development LLC, Elizabeth Carpenter, David Loo and Moy Farming Company LLC., owners, to change the land use designation of Assessor's parcels 227-14-006, 007, 008, and a portion of parcel 227-14-009 totaling 197.97 acres from Commercial (C) to Medium Density Residential (MDR), parcels 227-14-002, and a portion of parcels 227-14-004 totaling 231.56 acres from Employment (EMP) to Medium Density Residential (MDR), and parcels 227-11-006, 007 and 008 totaling 37.48 acres from Employment (EMP) to Commercial (C).

A Citizen Review Meeting has been scheduled to enable interested parties the opportunity to meet with the applicant to ask and answer questions and address concerns. This review meeting is prior to any public hearing.

This Citizen Review Meeting will be held:
Tuesday the 7th day of September 2021 at 6:00 p.m. at the San Luis City Hall Council Chambers, 1090 E. Union Street, San Luis, Arizona.

PUBLIC HEARINGS: September 14 and 21, 2021

COMMENTS DUE: September 2, 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,
Fernando Villegas
Principal Planner

Attachment: Location Map

.....
☒ COMMENTS ☐ NO COMMENTS

Enter Comments below:

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

Date: 08/30/21

Agency: The City of San Luis Fire Department

Phone: 928/341-8550

Return to: P&Z@sanluisaz.gov



August 26, 2021

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Thank you,
Fernando Villegas
Principal Planner

Attachment: Location Map

.....
☒ COMMENTS ☐ NO COMMENTS

Enter Comments below:

I reviewed the Major Amendment Cases, and while I do not usually do not have comments on land use cases, the one comment I do have on cases 2021-0335 and 2021-0340 is that there are properties involved with these cases that are adjacent to the City of San Luis' East Wastewater Treatment Plant. Should there be any buffers between especially the residential properties and perhaps some commercial properties and the treatment plan? To minimize potential odor complaints and other complaints.

Date: 09/06/21

Agency: JIM Davey, City Engineer

Phone: 928-782-7926

Return to: P&Z@sanluisaz.gov

Good morning, below is the ADOT Southwest District's comments on the major amendments to the 2040 City of San Luis General Plan. Thank you.

"ADOT Southwest District has no comment on the proposed land use change; however, we would like to request to review and comment on a Traffic Impact Analysis (TIA) once there is a specific development. Direct access to SR 195 from the development will not be permitted as this is an access-controlled highway."

Isabell Garcia
Development TES
Southwest District
P- (928) 317-2159
E-mail- IGarcia@azdot.gov



Yuma County, Arizona
DEPARTMENT OF DEVELOPMENT SERVICES
2351 West 26th Street, Yuma, Arizona 85364
Phone: (928) 817-5000
Fax: (928) 817-5020

Craig Sellers, P.E., CPM
Director

Comments for City of San Luis, Arizona

Major General Plan Amendment Case Nos. 2021-0335, 0337 & 0340

Residential Development in the areas identified under the proposed major amendments will create incompatible land uses and allow for non-contiguous land use patterns. The subject properties are in close proximity to City of San Luis Commercial Port of Entry and abutting or surrounded by Commercial and Employment Land Use Designations. The Commercial and Employment Land Use Designations allow for a variety of commercial and industrial uses, including manufacturing, plants, warehouses, etc. which are conveniently located in close proximity to the Commercial Port of Entry and along a major transportation network (i.e Avenue E and County 24th Street which connect to the Area Service Highway). The allowance of the type of residential development being proposed to encroach upon and co-exist with high intensity commercial or industrial uses could be disruptive to both future residents and act contrary to the goals and objectives of the City of San Luis General Plan and the functions of the San Luis Commercial Port of Entry.

Date: 9/1/2021

Agency: Yuma County Department of Development Services, Planning and Zoning Division

Contact: Juan Leal Rubio, Senior Planner

Phone: 928-817-5176

SHADLE & WALSMAN, PLC

STEPHEN P. SHADLE *
PAMELA WALSMAN**
EMILY C. DOLAN

ATTORNEYS AT LAW
833 E. Plaza Circle - Suite 200
Yuma, Arizona 85365-2033
Telephone (928) 783-8321
Facsimile (928) 782-2310

*Also Admitted in California and Iowa
**Also Admitted in Missouri

July 14, 2011

RECEIVED BY
C.B. 7-18-11
DEPARTMENT OF DEVELOPMENT SERVICES
PLANNING & ZONING DIVISION
CITY OF SAN LUIS

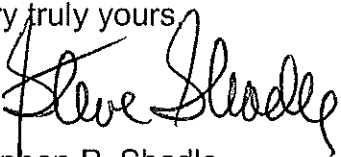
Sharon E. Williams
Planning & Zoning Director
City of San Luis
P.O. Box 3750
San Luis, AZ 85349

Dear Sharon:

Enclosed is a copy of the Preannexation Development Agreement that we had with the City. The provision I am concerned about is on page 4, subparagraph E, Section Seven. It provided the \$10,000 per acre credit for the 20-acres we sold to the City for the Sewer Plant.

It appeared to me that the Amendment of the Development Agreement excluded that particular clause and it was supposed to be valid for 15 years or until 2015. I would appreciate it if you would talk with Glen about it and see if we can make sure that part of our Preannexation Development Agreement is still in effect as we go forward for the next four years.

Very truly yours,



Stephen P. Shadle

SPS:jad
Enclosure

c: Glen Gimbut

OFFICIAL RECORDS OF
YUMA COUNTY RECORDER
SUSAN MARLER



FEE #: 2000-03014

02/02/2000 03:42 PAGES: 0013
FEES: 6.50 4.00 .00 .00 .00
REQ BY: GERALD HUNT
REC BY: PATTY MAGANA

When recorded, mail to:

Gerald W. Hunt
330 West 24th Street
Yuma, AZ 85364

CITY OF SAN LUIS, ARIZONA

RESOLUTION NO. ~~163~~ 421

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE
CITY OF SAN LUIS, STATE OF ARIZONA, APPROVING A PRE-
ANNEXATION DEVELOPMENT AGREEMENT FOR SAN LUIS PORT,
L.L.C., AND AUTHORIZING SIGNATURE

WITH

PREANNEXATION DEVELOPMENT AGREEMENT DATED THE
12TH DAY OF JANUARY, 2000 BY AND BETWEEN THE CITY
OF SAN LUIS AND SAN LUIS PORT, L.L.C.

ALL-PURPOSE ACKNOWLEDGMENT

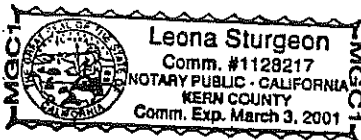
State of California

County of Kern } SS.

On January 28, 2000 before me, Leona Sturgeon,
(DATE) (NOTARY)
personally appeared Edwin D. Sigrest
SIGNER(S)

☒ personally known to me - OR- ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Leona Sturgeon
NOTARY'S SIGNATURE



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

RESOLUTION 421

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, STATE OF ARIZONA, APPROVING A PRE-ANNEXATION DEVELOPMENT AGREEMENT FOR SAN LUIS PORT, L.L.C., AND AUTHORIZING SIGNATURE.

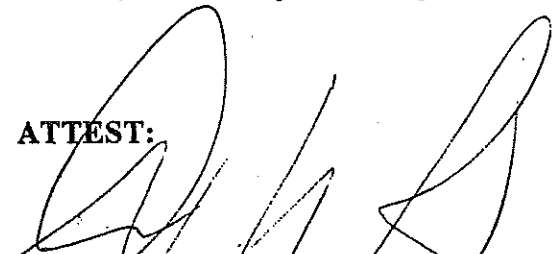
WHEREAS, pursuant to the provisions of A.R.S. Section 9-500.05, the City of San Luis is authorized to enter into pre-annexation development agreements; and

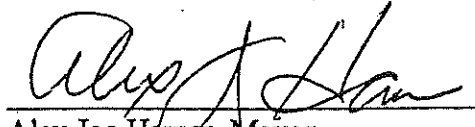
WHEREAS, the City of San Luis, Arizona, and San Luis Port, L.L.C., desire to enter into a pre-annexation development agreement;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of San Luis, Arizona, that the pre-annexation development agreement between the City of San Luis, Arizona, and San Luis Port, L.L.C., a true copy of which is marked Exhibit "A" attached hereto, and by this reference incorporated herein, is hereby approved and authority for the City of San Luis to enter into said agreement is hereby authorized, and, further, the Mayor is hereby authorized to execute said pre-annexation development agreement on behalf of the City of San Luis.

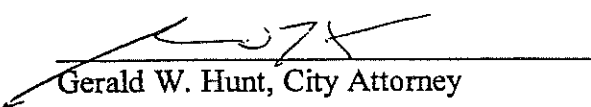
PASSED AND ADOPTED by the Mayor and City Council of the City of San Luis, Arizona, this 12th day of January, 2000.

ATTEST:


Alex U. Ruiz, City Administrator/Clerk


Alex Joe Harper, Mayor

APPROVED AS TO FORM:


Gerald W. Hunt, City Attorney

Copy
3/29/01
Ypm

Preannexation Development Agreement

Agreement entered into on the 12th day of JANUARY, ²⁰⁰⁰~~1999~~, between the City of San Luis, State of Arizona, a municipal corporation, herein referred to as City, and San Luis Port L.L.C., Yuma, Arizona, an Arizona Limited Liability Company authorized to carry on business in the State of Arizona, herein referred to as Developer.

Recitals

A. Developer is the owner of a tract (s) of land located in the County of Yuma as further described on exhibit A as attached hereto, and, by this reference, incorporated in and made a part of this agreement.

B. City and Developer desire to enter into an agreement providing for the annexation of the land described on exhibit A in into the municipal limits of City, and further provide for terms and conditions regarding the zoning and development of said land.

In consideration of the mutual agreements and covenants set forth herein, the parties agree as follows:

Section One

Purpose

The purpose of this preannexation development agreement is to provide terms and conditions for the annexation of certain territory, as described on exhibit A the attached hereto, ("territory"), into the boundaries of City by promising, within the limits of legislative and administrative powers of City, to Developer to provide for proper zoning and provide terms and conditions regarding infrastructure to allow for the development of the territory.

Section Two

Development Agreement

This Agreement is a "Development Agreement" within the meaning of Arizona Revised Statutes §9-500.05.

Section Three

Effective Date and Term

This Agreement is conditioned upon and shall not be binding on the parties until the property is annexed into the City of San Luis. The term of this agreement shall be for a period of fifteen years from the effective date of this agreement, unless otherwise modified or terminated pursuant to the terms and agreements herein contained.

Section Four

Annexation, Procedure, and Timing

It is understood that the Developer is presently in negotiations to sell a portion of the territory to Alternative Programs Inc. ("API") for the development of a private prison. Contingent only on the close of any escrow of sale of any portion of the territory to API, within one year of the execution of this agreement, the Developer, and any successor in interest to Developer, including but not limited to API, agrees to petition for and consent to the annexation of the territory into the City of San Luis pursuant to the Arizona Revised Statute §9-471, as amended.

Section Five

Consistency With General Plan

As required by State law, the City and Developer stipulate that the development of the property is or will be consistent with the City's General Plan. It is understood that the City does not presently have a General Plan, but is in the process of developing one.

Section Six

Use Of Property; Zoning

On the portion of the territory described on Exhibit B attached hereto, the City agrees, under the existing zoning ordinances of the City, permission will be given to allow the development of and the establishment of the use of a private prison. The exercise of legislative discretion and the granting of permission to develop and use the property as a private prison is being granted as part of approval of this development agreement, and the City agrees that as an administrative matter it will pass such ordinances or issue such conditional use permits or grant such other authorizations needed and/or necessary to use said property as a site for a private prison.

City agrees to waive any and all fees for the granting of zoning or other use approval for the use of said property as a private prison. This waiver shall not apply to fees for building permits, building code regulation, or other approvals, other than as described above, necessary for the

actual development or construction of any private prison on said described land.

With respect to the remaining territory of the Developer, City recognizes that the remaining territory will be impacted by the prison and is suitable for development for warehousing or light manufacturing uses. Therefore the City agrees to provide for light industrial zoning to the remaining land, conditioned upon developer or its successors seeking a special use permit before any light industrial use is permitted to be located upon the land. Both Developer and City anticipate the development of a new commercial port of entry within the municipal limits of City. Both Developer and City agree that the development of this new commercial port of entry will not occur for a period of several years after the effective date of this agreement. Both Developer and City agree that the development of this proposed new port of entry will have great impact upon the proper development and the highest and best use of the territory being annexed, and that a light industrial rezoning is consistent with the development of a new port of entry. City agrees to waive any and all fees for the rezoning to light industry. Any act of zoning or rezoning shall be subject to the laws and procedures of the State of Arizona and the City of San Luis then in effect.

Section Seven

Water Services and/or Wastewater Services

A. It is understood that for the development of the territory, and in particular to serve the proposed private prison referred to herein above, Developer or its successors may need the development of water and/or wastewater treatment facilities and lines, hereinafter referred to as "water system" or "wastewater system."

B. To the end of developing water and/or wastewater systems, to the extent permitted by law, City use its powers to assist Developer and/or its successor in the creation of any and all special districts that are deemed by City and Developer to be appropriate for the funding and/or construction and/or operation of infrastructure needs in the development of a water system and/or a wastewater system. Said special districts may include but are not limited to Community Facilities Districts, Water Districts, Sewer Districts, and Improvement Districts. In making this pledge of assistance, the Developer understands that the City is not making any commitment to spend any monies from current revenue sources of the City.

C. With respect to the development of the proposed private prison, in the event that either the City or a special district is to provide a water system and/or a wastewater system, Developer, on behalf of itself, its heirs, successors, and assigns, agrees to make up to 5 acres of the territory described on Exhibit "A" as a site for a wastewater system and/or as a site for a water system, at no cost to either the City and/or the special district. Said site may be located on the property described on Exhibit "B". Title to said property shall vest to City, or its designee, in fee simple free and clear of all liens and encumbrances.

D. In addition, in exchange for the offsets and credits against hook-up fees and impact fee

charges as set forth below, Developer, on behalf of itself, its heirs, successors, and assigns, agrees to make up to an additional 10 acres of the territory described on Exhibit "A" as a site for a wastewater system and/or as a site for a water system, at no cost to either the City and/or the special district, other than as set forth below. Said site may be located on the property different than the site described in Section 7.C above and may be located on the property described on Exhibit "B".

E. With respect to the additional 10 acres as set forth in Section 7.D above, in consideration for said property, Developer shall be entitled to credit against any hook-up fees or impact fees of the City at the rate of \$10,000.00 per acre. Said right to offset(s) and credit(s) may be transferred by Developer to any its heirs, successors, or assigns to the interest of Developer in the territory described on Exhibit "A". The amount of credit shall be determined by the amount of acreage taken, and the right to credit shall accrue upon taking and shall exist for a period of 15 years from the date of taking. Title to said property shall vest to City, or its designee, in fee simple free and clear of all liens and encumbrances.

Section Eight

Infrastructure

It is understood that for the development of the territory proper streets, roads, and other forms of infrastructure will need to be developed. It is understood that there will need to be developed an access road from the proposed new commercial port of entry to the proposed Area Service Highway. City promises to use its best efforts to facilitate the development of said access road and the maintenance of said road. This facilitation may take the form of working with other governmental units in Yuma County. Developer, on behalf of itself, its heirs, successors, and assigns hereby agrees to dedicate, in fee simple, free and clear of all liens and encumbrances, such land as needed and necessary for right of way for such roads as may be needed to connect the territory and the proposed port of entry to the aforementioned Area Service Highway.

The City is committed to facilitate and assist in the development of all proper transportation elements in the region surrounding the proposed new commercial port of entry and the development of all proper transportation elements to serve and service the territory of Developer. This facilitation and assistance shall include, within the limitations of City's police power and legal authority, the establishment and/or development of roadways to serve the territory being annexed. In so doing it is recognized that City will commit itself to facilitate the development of access highways from existing municipal limits to the territory of Developer other than the proposed Area Service Highway. In making this pledge of facilitation, the City is not making any commitment to spend any monies from current revenue sources of the City

With respect to roads to serve the proposed private prison referred to herein, the City is committed to facilitate and assist in the development of all proper transportation elements. Developer agrees to provide all right of way located within the territory needed to reasonably

serve and service said prison and it is understood any public road built to serve said prison shall be built to City standards with the cost of said development and construction to be borne by the Developer and/or the private prison. However, the City agrees to use its powers of condemnation to assist in the acquisition of right of way across private land not owned or controlled by Developer which may be needed to serve or service said private prison, if desired by Developer or its successor. If Developer or its successor desires the City to so use its powers, Developer and/or its successor understand and agree that as a condition for such exercise that they shall indemnify and hold the City harmless from all costs and expenses associated therewith including but not limited cost to purchase the property rights in question and all legal and professional fees and other costs associated with said condemnation.

Section Nine

Special Districts

In addition to water and wastewater services as hereinbefore set forth, City will assist Developer in the creation of any and all special districts that are deemed by City and Developer to be appropriate for the funding and/or construction of infrastructure needs in the development of the territory. Said special districts may include but are not limited to Community Facilities Districts, Water Districts, Sewer Districts, and Improvement Districts.

Section Ten

General Provisions

A. Time is of Essence; Binding Effect

Time is of the essence of this agreement. Such agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns of the parties.

B. Notifications

(i) All notices, demands or other communications must be in writing and are deemed newly delivered upon personal delivery, or as of the fifth (5th) day after mailing by United States mail, postage prepaid, registered or certified, return receipt requested, addressed as follows:

To City: City Manager, City of San Luis, 23222 First Street, P.O. Box 1170, San Luis, Arizona, 85349.

To Developer: Stephen P. Shadle, Manager, San Luis Port L.L.C., 2260 S.4th Ave., Yuma, Arizona, 85364.

(ii). If either party changes addressed, a must give written notice to the other party. Notice of

change of address is deemed effective five days after mailing by the party changing address.

C. Successor and Assigns

Subject to the right of a successor in interest to Developer to choose zoning classifications as provided in Section 6 hereinabove, this Agreement is not assignable unless both parties mutually consent otherwise in writing. The requirements of this Agreement are binding upon the heirs, executors, administrators, successors, and assigns of both parties.

D. Waiver

If either party fails to require the other party to perform any provision of this Agreement, that failure does not prevent the party from later enforcing that provision. Neither party is released from any responsibilities or obligations imposed by law or this Agreement if the other party fails to exercise a right or remedy.

E. Governing Law and Venue

(i) The laws of the State of Arizona govern this Agreement as to validity, interpretation, and performance. The parties must institute and maintain any legal actions or other judicial proceedings arising from this Agreement in a court of competent jurisdiction in Yuma County, Arizona.

(ii) This agreement is subject to the cancellation provisions of Arizona Revised Statute § 38-511, as amended.

F. Severability

If any terms, parts, or provisions of this Agreement are for any reason invalid or unenforceable, the remaining terms, parts, or provisions are nevertheless valid enforceable.

G. Counterparts

This agreement may be executed in multiple counterparts, each of which shall constitute one and the same instrument.

H. Attorney Fees and Costs

If either party brings an action or proceeding for failure to observe any of the terms or provisions of this agreement, the prevailing party may recover, as part of the action or proceeding, all litigation, arbitration and collection expenses, including, but not limited to, witness fees, court

costs, and reasonable attorneys fees.

I. Integration

This Agreement contains the entire agreement between the parties, and no oral or written statements, promises, or inducements made by either party or its agents not contained or specifically referred to in this Agreement is valid or binding. All modifications to this agreement must be in writing, signed in endorsed by the parties.

In witness whereof, the parties have executed this agreement on the day and year first above written, and written below.

DATED this 12th day of JANUARY, 2000
1999

CITY OF SAN LUIS

Alex Joe Harper
Mayor

ATTEST:

Alex Ruiz
City Clerk

APPROVED AS TO FORM:

Gerald W. Hunt
City Attorney

DEVELOPER
SAN LUIS PORT LLC

By: Stephen P. Shadle
Manager

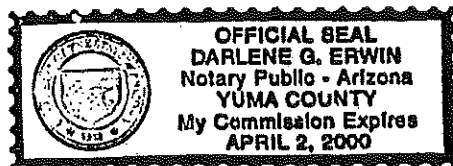
State of Arizona)
)ss
County of Yuma)

The foregoing instrument was acknowledged before me this 16th day of December 1999 by Stephen P. Shadle, Manager of San Luis Port LLC.

Darlene G. Erwin
Notary Public

My commission expires:

April 2, 2000



State of Arizona)
)ss
County of Yuma)

The foregoing instrument was acknowledged before me this 12th day of JANUARY
2000 ~~1999~~ by Alex Joe Harper, Mayor of the City of San Luis, Arizona.



Mary Kaffer
Notary Public

Approved as to form and content:

Alternative Programs, Inc.

By: [Signature]
President

EXHIBIT A

The South half of Section 11, Township 11 South, Range 24 West of the Gila and Salt river Base and Meridian, Yuma County, Arizona;

Except the East 33 feet; and

Except the South 33 feet; and

Except the West 33 feet; and

Except beginning at the Southwest corner of the Southeast quarter of Section 11;

Thence North 0 degrees 26 minutes 29 seconds to East, a distance of 33 feet along the West line of the Southeast quarter to the true point of beginning;

Thence North 0 degrees 26 minutes 29 seconds East, a distance of 626.65 feet to a point;

Thence South 89 degrees 31 minutes 30 seconds East, a distance of 2606.18 feet to a point;

Thence South 0 degrees 27 minutes 38 seconds West, a distance of 625.94 feet to a point;

Thence North 89 degrees 32 minutes 26 seconds West, a distance of 2605.96 feet to the true point of beginning.

EXHIBIT B

The North half of the Southeast quarter of Section 11, Township 11 South, Range 24 West, Salt River Base and Meridian, Yuma County, Arizona, except the East 33 feet.

WHEN RECORDED MAIL TO:

**Sonia Cuello
City Clerk
City of San Luis
P.O. Box 1170
San Luis, AZ 85349**

CONFORMED COPY
2011-17184 RESOLUTION
07/27/2011 01:22:01 PM Pages: 2# Fees: \$10.50
Requested By: CITY OF SAN LUIS
Recorded By: Laguarda
Robyn Stallworth Pima County Recorder Yuma County AZ
07/27/2011 10:10:10 AM

CAPTION HEADING:

**City of San Luis:
Resolution No. 933-Development Agreement San Luis Port L.L.C.**



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

RESOLUTION NO. 933

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, ARIZONA APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SAN LUIS, ARIZONA AND SAN LUIS PORT, L.L.C.

Whereas, San Luis Port, L.L.C., an Arizona Limited Liability Company, desires to enter into a development agreement ("Development Agreement") with the City of San Luis, Arizona ("City") to provide for the development of certain property located in the City of San Luis; and

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

Whereas, the parties to the Development Agreement desire to enter into said agreement;

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

Section 1: That the Development Agreement between the City of San Luis, Arizona and San Luis Port, L.L.C. as attached hereto as Exhibit "A", is hereby approved.

Section 2: That the appropriate City officials are hereby authorized and directed to enter into said agreement on behalf of the City and take any all actions as may be necessary to effectuate said agreement.

PASSED AND ADOPTED by the Mayor and Common Council of the City of San Luis, Arizona, this 13th day of April, 2011.

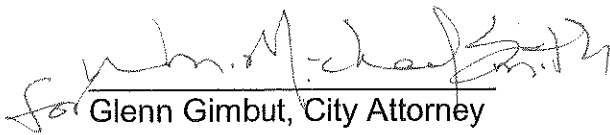

Juan Carlos Escamilla, Mayor

ATTEST:



Sonia Cuello, City Clerk

APPROVED AS TO FORM:



Glenn Gimbut, City Attorney

RESOLUTION 933
EXHIBIT A

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is entered into this 13th day of April, 2011, by and between San Luis Port, L.L.C., (the "Developer") and the City of San Luis, an Arizona municipal corporation (the "City"). This Agreement is entered into pursuant to City Resolution Number 933.

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;
- B. WHEREAS, Developer is the owner of property located in the municipal limits of the City;
- C. WHEREAS, Developer desires residential zoning in an area surrounded on three sides by industrial zoning, and City desires to limit the types of residential uses in order to ensure compatibility of uses;
- D. WHEREAS, the City's governing body has authorized execution of this Agreement by Resolution No.933, a draft of which is attached to this Agreement.

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 or projects issued by the Planning and Zoning Department and the Public Works Department as a result of the development of the Property which is the subject of this agreement. A certificate of completion will not be issued until the entire Property is developed in conformance with the Agreement and accepted by the City.
- 1.2. "City" shall mean and refer to the City of San Luis, an Arizona municipal corporation, and any successor public body or entity.

1.3. “Developer” shall mean and refer to San Luis Port, L.L.C., an Arizona Limited Liability Company, successor(s), assign(s), or nominee.

1.4 “Final Plat” shall mean and refer to a final subdivision plat which is approved by the City with respect to the development of a group of Parcels within the Property and which sets forth the specific uses, densities, features and other development matters with respect to such Parcel or Parcels.

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

1.6 “Property” as used in this Agreement shall mean and refer to all of the real property which is legally described on Exhibits A and B. “Parcel One” shall refer to the property described on Exhibit A and “Parcel Two” shall refer to the property described on Exhibit B.

ARTICLE 2. DURATION; AMENDMENT OF EXISTING DEVELOPMENT AGREEMENT

2.1 Duration of Development Agreement. The term of this Agreement shall continue and exist from the effective date of this agreement until a “Certificate of Completion” is issued by the City for the development of the Property, unless sooner cancelled as provided in this Agreement.

2.2 Amendment of Existing Agreement. The Property is currently the subject of an existing Development Agreement as approved by Resolution No. 421 of the City of San Luis. This agreement is intended to amend and modify said existing Development Agreement such that in the event of any conflict, the provisions of this agreement shall supersede and control.

ARTICLE 3. RESIDENTIAL DEVELOPMENT RESTRICTIONS; LANDSCAPING

3.1 Development of Residential Uses; Rezoning Restrictions. The Property at present time is zoned as Rural Area – 10 Acres minimum (RA-10). Developer desires to have the Property rezoned to residential uses, Parcel One to Intermediate Density Residential (R-2) and Parcel Two to High Density Residential (R-3). In addition to these rezonings, Developer has rezoned land on three adjoining sides of the Property to Light Industrial.

As a result, the City desires to ensure compatibility of uses between residential uses and industrial use and development. To this end, Developer and City agree as follows:

- a) At such time as the Property develops, a solid block wall at least 8 feet in height will be placed on all sides adjoining industrial or commercially zoned property and the County 23 ½ alignment. It is understood that at the time of development, other restrictions may be placed as part of subdivision plat approval to ensure either sight or sound attenuation from commercial vehicular traffic; traffic controls or roadway design to ensure no conflicts between commercial vehicular traffic and residential traffic; street lighting and other safety controls, design, or development to ensure safe residential use from commercial vehicular traffic.
- b) Development of Parcel One and Parcel Two shall be limited to the multi-family uses of either apartment, townhouse, or condominium development. In the event that it is desired to develop the property to single family homes, Developer agrees that such development will be limited to large lot development of lots no less in size than 8,000 square feet and homes of not less than 1750 square feet, exclusive of garage or carport. It is understood that development of such large single family lots may need an amendment to the General Plan of the City and/or a further rezoning before such use could be developed.
- c) Proposition 207 Waiver. Developer agrees to execute a Proposition 207 Waiver in the form attached as Exhibit C attached hereto as a condition of any rezoning of the Property.
- d) Developer has offered to make available to City for landscaping on Avenue E, on public right of way, up to 100 ~~medjool~~ date palm trees. Cost of installation shall be borne by City. This offer of Developer may be accepted by City up until Jan 1, 2013.
- e) Developer agrees that with respect to the Property subject to this agreement and the Development Agreement dated January 12, 2000, that said lands shall be developed in accordance with such ordinances, rules, and/or regulations then in effect at the time of development.

ARTICLE 4. MEDIATION AND DEFAULT

4.1 Representatives. To further the cooperation of the parties in implementing this Agreement, the City and Developer each shall designate and appoint a representative to act as a liaison between the City and its various departments and the Developer. The initial representative for the City (the "City Representative") shall be the City Manager or his designee and the initial representative for the Developer shall be its project manager, as identified by the Developer 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.

4.2 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. The mediation shall be held under the commercial mediation rules of the American Arbitration Association. The matter in dispute shall be submitted to a mediator mutually selected by Developer and the City. In the event that the parties cannot agree upon the selection of a mediator within seven (7) days, then within three (3) days thereafter, the City and the Developer shall request the presiding judge of the Superior Court in and for the County of Yuma, State of Arizona, to appoint a mediator from a list of mediators maintained by the Arizona Municipal Risk Retention Pool. The cost of any such mediation shall be divided equally between the City and Developer. The results of the mediation shall be nonbinding on the parties, and any party shall be free to initiate litigation subsequent to the moratorium.

4.3 Default. Failure or unreasonable delay by any party to perform any term or provision of this Agreement for a period of ten (10) days after written notice thereof from another party shall constitute a default under this Agreement. If the default is of a nature which is not capable of being cured within ten (10) days, the cure shall be commenced within such period, and diligently pursued to completion. The notice shall specify the nature of the alleged default and the manner in which the default may be satisfactorily cured. In the event of a default hereunder by any party, the non-defaulting party shall be entitled to all remedies at both law and in equity, including, without limitation, termination, specific performance, and/or 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 5. CONFLICT OF INTEREST; REPRESENTATIVES NOT INDIVIDUALLY LIABLE.

5.1 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 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.

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

ARTICLE 6. MISCELLANEOUS PROVISIONS

6.1 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 P.O. Box 1170 1090 East Union Street San Luis, AZ 85349
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If to the Developer	Stephen P. Shadle 833 E. Plaza Circle Suite 200 Yuma AZ 85365
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or such other addresses as either party may from time to time designate in writing and deliver in a like manner . Any such change of address notice shall be given at least ten (10) days before the date on which the change is to become effective. Notices given by mail shall be deemed delivered 72 hours following deposit in the United States Postal Service in the manner set forth above.

6.2 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.

6.3 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.

6.4 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 Developer 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 Developer 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 Developer represents to the City that by entering into this Agreement, the Developer has bound the Property and all persons and entities having any legal or equitable interest therein to the terms of the Agreement.

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

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

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

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

6.9 Recordation of Agreement and Subsequent Amendment; Cancellation. This Agreement, and any amendment or cancellation of it shall be recorded in the official records of the Yuma County Recorder no later than ten (10) days after the City and the Developer execute such agreement amendment or cancellation, as required by A.R.S. § 9-500.05.

6.10 Attorney's 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 attorney's fees and court costs.

6.11 Notice of Conveyance or Assignment. The Developer 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.

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

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

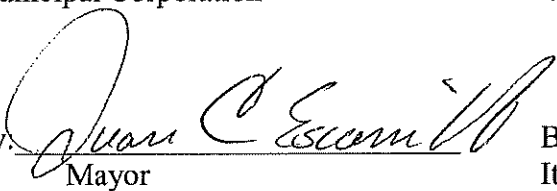
6.14 Non-Liability of City Officials and Employees Except for mandamus and other special actions, no member, official or employee of the City shall be personally liable to Developer, or any successor in interest, in the event of any default or breach by the City or for any amount that may become due to the Developer or successor, or under any obligation under the terms of this Agreement.

6.15 Sudan/Iran Investments and Business Operations. By entering into this agreement, Developer certifies that it does not have scrutinized business operations in Iran or Sudan as those terms are defined in A.R.S. §35-391 et seq. and §35-393 et seq.

6.16 Employment Eligibility. Developer hereby warrants, and shall require its contractors and subcontractors to warrant, that it is in compliance with all federal immigration laws and regulations that relate to its employees and with A.R.S. §23-214 relating to verification of employment eligibility. A breach of this warranty shall be deemed a material breach of the agreement and is subject to penalties up to and including termination of this agreement. City retains the legal right to inspect the papers of Developer and any contractor or subcontractor employee of Developer to ensure that Developer and any of its contractors or subcontractors are compliant with this warranty

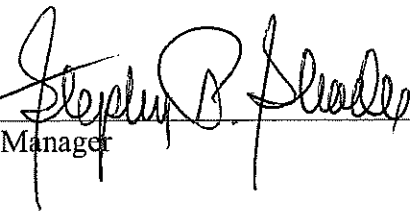
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

THE CITY OF SAN LUIS, an Arizona
Municipal Corporation

By: 

Mayor

THE DEVELOPER, San Luis Port L.L.C.,
an Arizona Limited Liability Company

By: 

Its: Manager

ATTEST:

By: [Signature]
City Clerk

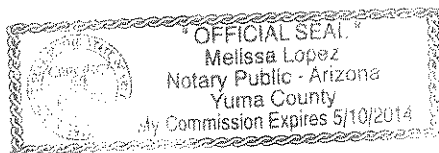
APPROVED AS TO FORM.

APPROVED AS TO FORM.

By: _____
City Attorney

STATE OF ARIZONA)
) ss.
County of Yuma)

The foregoing instrument was acknowledged before me this 20 day of July, 2011, by Juan Carlos Escamilla, Mayor of the City of San Luis, Arizona a municipal corporation.



Melissa Lopez
Notary Public

My Commission Expires: 5/10/2014

City of San Luis, Arizona
Office of the City Clerk
Box 1170
1090 East Union Street
San Luis, Arizona 85349

Agreement Regarding Acceptance of Land Use Conditions and Wavier of Rights and Remedies under Proposition 207: For use with a General Plan Amendment, Zoning Change (including Major or Minor Amendment to PCD or PAD), Zoning Text Amendment Request, Annexation, Site Plan Approval, or Design Review Approval

This Agreement regarding Acceptance of Land Use Conditions and Wavier of Rights and Remedies under Proposition 207 ("Agreement") is made by and between Applicant: Stephen P. Shadle who is the applicant or the authorized representative of the applicant (the "Applicant") in City of San Luis Land Use Case No. _____ (the "Application"), and the City of San Luis, Arizona, a municipal corporation (the "City").

Whereas, Applicant has submitted the Application to the City wherein it has requested that the City approve a General Plan Amendment, Zoning Change (including Major or Minor Amendment to a PCD or a PAD), Annexation, Site Plan Approval, or Design Review Approval for certain real property owned or controlled by the Applicant located with in the City or to be annexed by the City more particularly described in the Exhibit "A" (legal description of the "Property");

Whereas, the City has reviewed the Application for conformance and consistency with the City's General Plan, Zoning Ordinance , any applicable Specific Plans, and any other applicable Ordinances, which may include Desert Conservation, Open Space, Hillsides, Grading and Drainage, Stormwater Management, and Sensitive Lands (collectively, "Land Use Ordinances");

Whereas, the Property is subject to the provisions of Proposition 207, as adopted by the voters of the State of Arizona during the November 7, 2006, general election, which is codified at A.R.S. §12-1131, et seq. ("Proposition 207"); and

Whereas, the City and the Applicant desire to resolve the applicability of Proposition 207 to the Application and determine all other conditions that the City will impose subject to approval of the Application.

Now therefore, the Applicant and the City agree as follows:

1. Conditions. The Applicant and the City agree that the conditions set forth in Exhibit "B" (Conditions of Agreement), together with all other conditions, if any, that are imposed by the Planning and Zoning Commission or the City Council, or both, shall be included as part of any approval of the Application by the City; except that, if the Applicant objects to such other conditions during each and every public hearing, if any, related to the Application, then such other conditions are not covered by this Agreement. Except as provided in this §1, the Applicant covenants that it is lawfully empowered to accept and hereby does accept such conditions on behalf of all parties with an interest in the Property. Except as provided in this §1, the Applicant and the City agree that compliance with the conditions set forth in Exhibit "B" and the other conditions described in this §1, as determined by the City, is a requirement for approval of the Application. The Applicant acknowledges that these conditions may be subject to reasonable interpretation and application by the City in future land use applications pertaining to this Property, and the Applicant agrees that such action by the City will not provide a claim under Proposition 207; however

the City agrees that the Applicant does not hereby waive the right to protest such action under any other law.

2. Run with the Land. The Applicant and the City agree that this Agreement shall run with the Property and be binding upon all subsequent owners. The Applicant hereby consents to the City recording this Agreement and any other necessary related documents with the Yuma County Recorder's Office in which the Property is located.
3. Waiver.
 - a. The Applicant acknowledges that the Applicant and the City are empowered to agree to a waiver of the terms and requirements of Proposition 207, in particular those items codified at A.R.S. §12-1134, pursuant to A.R.S. §12-1134 (I).
 - b. The City agrees that the Application conforms with and is consistent with the City's General Plan, and the Applicant on behalf of itself and all other parties having an interest in the Property knowingly and intelligently waives the provisions of Proposition 207, in the particular A.R.S. §12-1134, resulting from the City's actions with respect to the Application, as follows:
 - 3.2.1. Any actual or claimed reduction of any existing rights to use, divide, sell, or possess the Property resulting from the City's actions with respect to the Application.
 - 3.2.2. Any actual or claimed reduction in the fair market value of the Property resulting from the City's actions with respect to the Applicant.
 - 3.2.3. Any actual or claimed reduction of any existing rights to use, divide, sell or possess any private real property adjacent to the Property or of the fair market value of any private real property adjacent to the Property resulting from the City's actions with respect to the Application.
 - 3.2.4. Any actual or claimed right of the Applicant and/or the owner of the Property to file a lawsuit against the City seeking just compensation for an actual or claimed regulatory taking in a court in the county in which the Property is located resulting from the City's actions with respect to the Application.
 - 3.2.5. Any actual or claimed right to the Applicant and/or the owner of the Property to secure a binding waiver of enforcement of particular San Luis, Arizona land use law against the Property resulting from the City's actions with respect to the Application.
4. City's Agreement. City agrees that by virtue of the Applicant's execution of this Agreement and acceptance of all of the conditions imposed by the City regarding the Application, that the Application and this Agreement shall be submitted with a staff recommendation for approval to the San Luis City Council or other decision-making body or person, as appropriate, for consideration and possible approval. However, the Applicant's failure to execute this Agreement will not prevent processing of the Application or submittal of the Application for consideration and possible approval.

5. Legislative Acts. This Agreement in no way acquiesces to or obligates to City to perform any legislative act.
6. Estoppel. The Applicant represents that, to its knowledge with regard to the Application and the Property as of the effective date of this Agreement, it has received the equal protection of the laws, has received due process of all of its claims and requests, and has not suffered any compensable regulatory taking (as those terms and their related claims are defined by Arizona state and federal constitutional jurisprudence, including Proposition 207) that would be or the Applicant claims or believes would be compensable under Proposition 207 or any other federal or Arizona state law, regulation, or constitutional provision.
7. Indemnification and Termination Upon Sale of Public Lots. The Applicant agrees to protect, indemnify, and hold the City, its agents, representatives, officers, directors, elected and appointed officials, and employees harmless from and against all liabilities, obligations, claims, suits, damages, penalties, causes of action, costs and expenses (including without limitation, reasonable attorneys' fees and litigation related expenses) imposed upon or asserted by any claimant pursuant to Proposition 207 against the City, its agents, representatives, officers, directors, elected or appointed officials, and employees, by reason of or arising out of this Agreement or the City's approval of the Application. In order to assert any right to indemnification pursuant to this provision, the City shall notify and issue a tender of defense to the Applicant in writing within thirty (30) days of initial notice to the City of an underlying claim against the City pursuant to A.R.S. §12-1134 and this Application. Upon notice and tender of defense by the City to the Applicant of an indemnification claim pursuant to this provision, the Applicant shall affirmatively accept the City's tender of defense in writing within ten (10) days of receipt of said tender from the City, and may thereafter assert control of the management and disposition of said underlying claim, including but not limited to the choice of counsel, and the City shall reasonable cooperate in this Applicant's management and disposition of the underlying claim. This obligation to indemnify shall terminate without the execution or recordation of any further of instrument as to any lot ("Public Lot") which has been finally subdivided, has been improved with a fully completed dwelling or commercial building, has been individually (and not in "bulk") leased (for a period of longer than one year) or sold to an end purchaser or user thereof, and thereupon such Public Lot shall be released from and no longer shall be subject to or burdened by the provisions of this §7.
8. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the application of Proposition 207 to the Property. All prior and contemporaneous agreements, representations, and understandings of the parties, oral or written, with respect to the application of Proposition 207 to the Property other than specifically incorporated herein by reference, are superseded by this Agreement. All prior and contemporaneous agreements, representations, and understandings of the City with any other parties, oral or written, with respect to the application of Proposition 207 to the Property other than specifically incorporated herein by reference, regarding any portion of or all the Property, are superseded by this Agreement. Nothing in this section is intended to void or invalidate other agreements affecting the Property to which both the Applicant and the City are parties, such as development

agreements, easements, repayment agreements, or others: however, the provisions of this Agreement shall supersede and take precedence over any conflicting provisions in any such other agreements.

9. Severability. If any provision of this Agreement is declared void or unenforceable, the provisions will be severed from this Agreement and the remainder of the Agreement will otherwise remain in full force and effect, provided that the overall intent of the parties is not materially vitiated by such severability.
10. Governing Law. This Agreement is entered into in Arizona and will be construed and interpreted under the laws of the State of Arizona.
11. Effective Date and Recordation. This Agreement shall become effective upon approval by the City of the Application as evidenced by all necessary signatures upon any written approval, ordinance or resolution approved by the San Luis City Council or approved minutes evidencing the action taken by the City Council or other appropriate decision-maker in accordance with applicable law. No later than ten (10) days after the application has been approved as provided herein, the City will cause this Agreement to be recorded in its entirety in the official records of the Yuma County Recorder's Office in which the Property is located.
12. Term. This Agreement shall be effective for a period of ten (10) years from the date the City approves the Application, unless within three (3) years of the date execution of the Agreement, the City advises the Applicant that a court of competent jurisdiction of the legislature had determined that a Proposition 207 claim may be stated based on a land use law at a time later than the term of this Waiver; in such case, the term will be automatically extended without further action of the parties to such time, unless the Applicant protests the City's interpretation of such court or legislative decision with ten (10) days. Such protest must be heard by the City's Independent Hearing Officer within thirty (30) days, and the decision of the Independent Hearing Officer will be final with respect to the correct interpretation for the purpose of this §12.
13. Authority. The Applicant represents and warrants to the City: (a) that it is duly formed and validly existing under the laws of the State of Arizona and is authorized to do business in Arizona; and (b) that the individual(s) executing this Agreement on behalf of the Applicant are authorized and empowered to bind the Applicant. The City represents and warrants to the Applicant: (y) that it is a duly formed municipal corporation with the State of Arizona; and (z) that the individual(s) executing this Agreement on behalf of the City are authorized and empowered to bind the City.
14. Conflict of Interest. The parties acknowledge that this Agreement is subject to cancellation by the City pursuant to the provisions of A.R.S. §38-511.

Dated this 14th day of April, 20 11

APPLICANT

San Luis Port, LLC

By: [Signature]

Its: MANAGER

ATTEST:

[Signature]
City Clerk

CITY OF SAN LUIS

[Signature]
City Manager

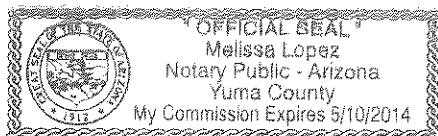
APPROVED AS TO FORM:

[Signature]
City Attorney

STATE OF ARIZONA)
) ss.
COUNTY OF YUMA)

SUBSCRIBED AND SWORN to be before me this 20th day of JULY, 2011,
By Ralph Velez of the City of San Luis, an Arizona municipal corporation,
on behalf of the corporation.

My Commissions Expires: 5/10/2014



[Signature]
Notary Public

STATE OF ARIZONA)
) ss.
COUNTY OF YUMA)

SUBSCRIBED AND SWORN to be before me this 12th day of JULY, 2011,
By Stephen P. Snadile mgr of the San Luis Port, LLC, an Arizona
corporation, on behalf of the corporation.

My Commissions Expires:

5-10-2012

[Signature]
Notary Public

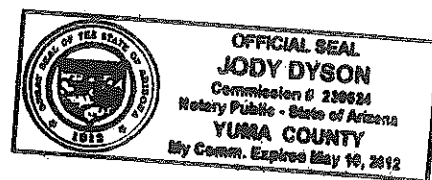


**Exhibit A
Legal Description**

**R-2 RESIDENTIAL DISTRICT ZONING
LEGAL DESCRIPTION**

That portion of the Southwest quarter (SW¼) of Section 11, Township 11 South, Range 24 West, Gila and Salt River Base and Meridian, Yuma County, Arizona more particularly described as follows;

BEGINNING at the Southwest corner of said SW¼ Section 11;
Thence N00°25'06"E along the West line of said SW¼ Section 11 a distance of 2640.49 feet to the Northwest corner of said SW¼ Section 11;
Thence S89°28'51"E along the North line of said SW¼ Section 11 a distance of 1411.19 feet to the TRUE POINT OF BEGINNING;
Thence continuing S89°28'51"E along said North line SW¼ Section 11 a distance of 1228.95 feet to the Northeast corner of said SW¼ Section 11;
Thence S00°26'29"W along the East line of said SW¼ Section 11 a distance of 573.79 feet;
Thence N89°28'51"W a distance of 488.41 feet;
Thence N00°31'09"E a distance of 420.00 feet;
Thence N89°28'51"W a distance of 125.44 feet;
Thence S00°31'09"W a distance of 420.00 feet;
Thence N89°28'51"W a distance of 485.44 feet;
Thence N00°31'09"E a distance of 420.00 feet;
Thence N89°28'51"W a distance of 130.44 feet;
Thence N00°31'09"E a distance of 153.79 feet to the TRUE POINT OF BEGINNING;

SAID Parcel contains 13.7262 acres more or less.



Exhibit B
Conditions of Agreement

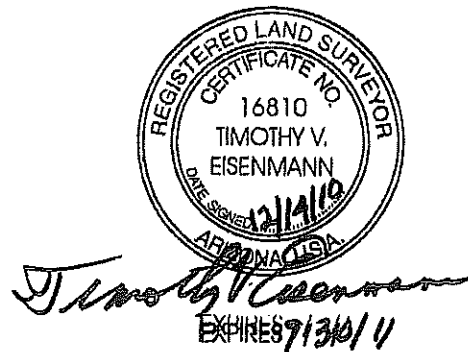
**R-3 RESIDENTIAL DISTRICT ZONING
LEGAL DESCRIPTION**

PARCEL #2

That portion of the Southwest quarter (SW¼) of Section 11, Township 11 South, Range 24 West, Gila and Salt River Base and Meridian, Yuma County, Arizona more particularly described as follows:

BEGINNING at the Southwest corner of said SW¼ Section 11;
Thence N00°25'06"E along the West line of said SW¼ Section 11 a distance of 2640.49 feet to the Northwest corner of said SW¼ Section 11;
Thence S89°28'51"E along the North line of said SW¼ Section 11 a distance of 1411.19 feet;
Thence S00°31'09"W a distance of 153.79 feet to the TRUE POINT OF BEGINNING;
Thence S89°28'51"E a distance of 130.44 feet;
Thence S00°31'09"W a distance of 420.00 feet;
Thence S89°28'51"E a distance of 485.44 feet;
Thence N00°31'09"E a distance of 420.00 feet;
Thence S89°28'51"E a distance of 125.44 feet;
Thence S00°31'09"W a distance of 420.00 feet;
Thence S89°28'51"E a distance of 488.41 feet to a point on said East line SW¼ Section 11;
Thence S00°26'29"W along said East line SW¼ Section 11 a distance of 215.00 feet;
Thence N89°28'51"W a distance of 1230.03 feet;
Thence N00°31'09"E a distance of 635.00 feet to the TRUE POINT OF BEGINNING.

SAID Parcel contains 8.5375 acres more or less.





Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

RESOLUTION NO. 936

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, ARIZONA APPROVING A PREANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SAN LUIS, ARIZONA AND SAN LUIS PORT II INDUSTRIAL PARK, L.L.C.

Whereas, San Luis Port II Industrial Park, L.L.C., an Arizona Limited Liability Company, desires to enter into a preannexation development agreement ("Preannexation Development Agreement") with the City of San Luis, Arizona ("City") to provide for the annexation and development of certain territory to be annexed into the City of San Luis; and

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

Whereas, the parties to the Preannexation Development Agreement desire to enter into said agreement;

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

Section 1: That the Preannexation Development Agreement between the City of San Luis, Arizona and San Luis Port II Industrial Park, L.L.C. as attached hereto as Exhibit "A", is hereby approved.

Section 2: That the appropriate City officials are hereby authorized and directed to enter into said agreement on behalf of the City and take any all actions as may be necessary to effectuate said agreement.

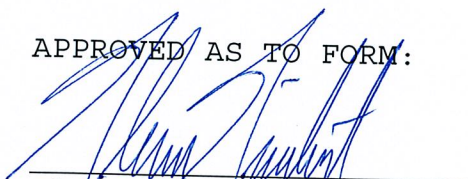
PASSED AND ADOPTED by the Mayor and Common Council of the City of San Luis, Arizona, this 27th day of April, 2011.


for Juan Carlos Escamilla, Mayor

ATTEST:


Sonia Cuello, City Clerk

APPROVED AS TO FORM:


Glenn Gimbut
City Attorney

PREANNEXATION
DEVELOPMENT AGREEMENT

ANNEXATION CASE NO. 2010-01

THIS DEVELOPMENT AGREEMENT (the "Agreement") is entered into this 27th day of April, 2011 ("Effective Date"), by and between San Luis Port II Industrial Park LLC, 10602 Camino Del Sol, Yuma Arizona 85367 (the "Developer") and the City of San Luis, an Arizona municipal corporation (the "City"). This Agreement is entered into pursuant to City Resolution Number 936.

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 as well as pre-annexation development agreements to provide for development of property after its annexation;
- B. WHEREAS, Developer will be the owner of land contiguous to the municipal limits of the City, and is surrounded on at least three sides by the City;
- C. WHEREAS, the Developer desires to annex this property into the City and to establish certain terms and conditions regarding development of its property; and
- D. WHEREAS, the City's governing body has authorized execution of this Agreement by Resolution No. 936, a draft of which is attached to this Agreement.

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. "City" shall mean and refer to the City of San Luis, an Arizona municipal corporation, and any successor public body or entity.
- 1.2. "Developer" shall mean and refer to San Luis Port II Industrial Park LLC, an Arizona limited liability company, successor(s), or nominee.

1.3 "Improvements" shall mean and refer to all public improvements which may be constructed from time to time in and around the Property.

1.4 "Improvement Costs" shall mean and refer to all costs, expenses, fees and charges actually incurred and paid to contractors, architects, engineers, surveyors, third-party construction managers, governmental agencies and other third parties for materials, labor, design, engineering, surveying, land acquisition, site excavation and preparation, governmental permits, payment and performance bonds, and other costs and expenses reasonably necessary for the construction or installation of one or more Improvements. "Improvement Costs" shall not include any profit to or mark-up by any person or entity seeking payment under a buy-in or other payment agreement, or their affiliates, and any other costs or expenses not reasonably necessary for the construction or installation of the Improvements.

1.5 "Property" as used in this Agreement shall mean and refer to all of the real property which is shown in Exhibit A (Annexation Map) and legally described as:

S1/2 S1/2 SE1/4 of Section 11, Section 13 and Section 14, T 11 S, R 24 W,
G.&S.R.B.&M. Yuma County Arizona.

1.6 "Street Standards" shall mean and refer to the street standards which govern the design and construction of the Improvements for public streets required under each subdivision plat approved for all or any portion of the Property, and shall be the street standards set forth in the City of San Luis subdivision ordinance in effect at the time the applicable subdivision plat is approved by City Council, subject to the following: (a) the subdivision ordinance in effect on the Effective Date is the City of San Luis Subdivision Ordinance, July 8, 2008 Edition and the Street Standards set forth therein shall govern the public street Improvements that are part of the public infrastructure requirements for the initial subdivision plat for the Property being processed concurrently with the Zoning Approvals (defined below); (b) the infrastructure requirements and total right-of-way for Avenue D, Avenue C, and County 25th Street shall be as provided in Section 3.2, Section 3.3, and Section 3.4, respectively, and any and all Street Standards applicable to such streets are hereby modified reflect the right-of-way widths and infrastructure requirements of such Sections; and (c) Developer is authorized to install flat curbs within the portions of the Property zoned as industrial, as provided in Section 3.11 hereof, and any and all Street Standards applicable to such curbs are hereby modified to be consistent with the provisions of Section 3.11.

ARTICLE 2. ANNEXATION; WAIVER

2.1 Proposition 207 Waiver. Developer hereby waives and releases City from any and all claims under Arizona Revised Statutes § 12-1134, et seq., including any right to compensation for reduction to the fair market value of the Property, as a result of the City's approval of the Annexation Ordinance (defined herein), the City's approval of the City ordinance granting the Zoning Approvals (defined herein) and enforcement of the conditions to such approval set forth in such zoning ordinance (provided that Developer agrees to the inclusion of such conditions in the zoning ordinance), and the City's approval of, and performance under, this Agreement. The

terms of this waiver shall run with the land and shall be binding upon all subsequent landowners and shall survive the expiration or earlier termination of this Agreement.

2.2 Annexation Petition. City, having held public meetings thereon, has filed in the office of the Recorder of Yuma County a blank petition, as required by A.R.S. § 9-471, setting forth a description and an accurate map of all the exterior boundaries of the Property (the "Annexation Petition"). After the Annexation Petition is consented to and signed by Developer, City shall comply with the requirements of A.R.S. § 9-471 and, if determined to be in the best interest of City, adopt an ordinance annexing the Property into the municipal boundaries of City ("Annexation Ordinance"). Notwithstanding the foregoing, the City agrees that Developer's consent to the Annexation Petition is expressly conditioned on the approval and entering into of this Agreement by City and the granting of the zoning approvals in the corresponding zoning case considered for approval by City Council immediately after approval of the Annexation Petition ("Zoning Approvals").

ARTICLE 3. PROVISIONS FOR WASTEWATER MANAGEMENT PLANS; OPTION TO PURCHASE; DEVELOPMENT OF PROPERTY; AND RIGHTS-OF-WAY

3.1 Duration of Development Agreement. The term of this Agreement shall commence on the Effective Date, and shall terminate on the date which is 30 years after the Effective Date. If the proceedings to annex the Property into the City have not been completed on or before December 15, 2011, or such later date as agreed to by City and Developer, the provisions of this Agreement shall be deemed to not have become operative and this Agreement shall terminate and have no further force or effect. If the Agreement is so terminated, Developer may record a document evidencing such termination in the land records of Yuma County.

3.2 Avenue D. Avenue D shall be a public street from County 24th Street to County 25th Street. Avenue D from the northern boundary of the Property to County 25th Street shall be a Major Collector street, with a total right-of-way of 80 feet along the alignment shown on Exhibit B. Within one-year after the Effective Date, provided that the Property's annexation into the City has been completed, Developer shall dedicate, through quit-claim deed or map of dedication, the portion of the Property east of Avenue D between County 24th Street and County 25th Street necessary to increase the right-of-way for that portion of Avenue D to 80 feet, provided that the total amount of such dedication shall not exceed a width of 34 feet. As part of the public improvement requirements for each Subdivision Plat approved for any portion of the Property that abuts Avenue D, Developer shall design, construct, and install the half-street improvements for that portion of Avenue D included within such Subdivision Plat in accordance with the Street Standards, provided that Developer's obligation to design, construct or install any portion of Avenue D shall be limited to the portion of Avenue D which directly abuts the portion of the Property that Developer is then developing. Such public improvement requirements shall not include the relocation of all or any portion of the power poles of the Arizona Public Service Corporation (the "Power Poles"). City agrees that Developer shall have no obligations with respect to the Power Poles, including, without limitation no obligation to relocate or underground the Power Poles, or locate new power poles in the same or a different location.

3.3 Avenue C. Avenue C shall be a public street from County 24th Street to County 25th Street. Avenue C shall be a Major Collector street, with a total right-of-way of 80 feet along its current section-line alignment. As part of the public improvement requirements for each Subdivision Plat approved for any portion of the Property that abuts Avenue C, Developer shall dedicate, through a subdivision plat dedication or map of dedication, the portion of such Property within the Subdivision Plat that is necessary to increase the half-street right-of-way for Avenue C, west from centerline, to 40 feet, provided that the total amount of such dedication shall not exceed 7 feet. As a further part of the public improvement requirements for each such Subdivision Plat, Developer shall design, construct, and install the half-street Improvements for that portion of Avenue C included within such Subdivision Plat in accordance with the Street Standards, provided that Developer's obligation to design, construct or install any portion of Avenue C shall be limited to the portion of Avenue C which directly abuts the portion of the Property that Developer is then developing.

3.4 County 25th Street. County 25th Street shall be a public street along its current section-line alignment; and shall be classified as a Minor Arterial with a total right-of-way of 100 feet. At the time of recordation of each Subdivision Plat approved for any portion of the Property that abuts County 25th Street, Developer shall dedicate, through a subdivision plat dedication or map of dedication, the portion of such Property necessary to increase the right-of-way for County 25th Street to 100 feet. As part of the public improvement requirements for each Subdivision Plat approved for any portion of the Property that abuts County 25th Street, Developer shall design, construct, and install the half-street Improvements for the portion of County 25th Street included within such Subdivision Plat in accordance with the Street Standards, provided that Developer's obligation to design, construct or install any portion of County 25th Street shall be limited to the portion of County 25th Street which directly abuts the portion of the Property that Developer is then developing. Notwithstanding the foregoing, City agrees that the public improvement requirements and City design standards require Developer to only dedicate the half-street right-of-way for County 25th Street. Developer's agreement to dedicate the full-street right-of-way has been made in consideration of the City's agreements, herein, including without limitation, the City's agreements set forth in Section 3.6.

3.5 Signalization at Avenue E and County 24th Street and at Avenue E and County 24 ½ Street. Those Improvements needed within the City right-of-way shall be at the cost of the City. Prior to signalization, the City agrees to place 4-way stop signs at the intersection of Avenue E and County 24th Street and/or County 24 ½ Street as conditions may warrant in the City's discretion. At such time as a traffic signal is warranted at the intersection of Avenue E and County 24th Street, Developer (or succeeding parties) shall participate in the cost of signalization equal to ¼ of the total cost. At such time as a traffic signal is warranted at the intersection of Avenue E and County 24 ½ Street Developer (or succeeding parties) shall participate in the cost of signalization equal to ¼ of the total cost.

3.6 Wastewater Management Plans and Access to Water and Wastewater Mains. The City hereby modifies the City of San Luis East Master Sewer Service Area Map to change the service boundary line of Service Area # 2 and Service Area # 3 as follows:

- The south half of Section 13, T 11 S, R 24 W, G. & S.R.B.&M. that is currently located on Service Area #3 will be incorporated into Service Area # 2 ("Area #2 Property");
- The north half of Section 14, T 11 S, R 24 W, G. & S.R.B. & M. that is currently located on Service Area #2 will be incorporated into Service Area #3 ("Area #3 Property").

After the Effective Date, Service Area #2 and Service Area #3 shall have the service boundary lines set forth on Exhibit C hereto. The City shall take all actions necessary to effectuate the change in the boundaries of the Service Areas described in this Section 3.6.

The City's current sewer lift station, located as depicted on Exhibit C, shall serve the Area #3 Property ("Area #3 Lift Station"). In consideration of the full-street dedication for County 25th Street and other Developer agreements set forth herein, the City shall allow the wastewater collection system for the Area #3 Property to connect to the Area #3 Lift Station. The City shall allow for such connection and the connection of the Area # 3 Property to the City's wastewater collection system without such connection being subject to any infrastructure reimbursement requirements, buy-in-fees, or any other fees or costs related to infrastructure costs for such wastewater collection system, including, without limitation the Area #3 Lift Station, save and except regular impact fees (defined under ARS § 9-463.05 as development fees). The City represents and warrants that the City owns the Area #3 Lift Station and has the authority, without further approval, to allow the Area #3 Property to be connected to the Area #3 Lift Station in accordance with the provisions of this Section 3.6.

Within one-year after the Effective Date, provided that the Property's annexation into the City has been completed, Developer shall convey by quit-claim deed the following described land ("Lift Station Land"):

*That part of the Southeast Quarter of Section 11, Township 11 South, Range 24 West of the Gila and Salt River and Meridian, Yuma County, Arizona, more particularly described as follows:
Beginning at the Southwest corner of the Southeast Quarter of Section 11,
Thence N 00°26'29" Ea distance of 659.62 feet along the West line of the Southeast Quarter to a point;
Thence S89°31'30" Ea distance of 2,506.18 feet to **The True Point of Beginning**;
Thence continuing S89°31'30"E a distance of 100.00 feet to a point;
Thence S00°27'38"W a distance of 100.00 feet to a point;
Thence N89°31'30"W a distance of 100.00 feet to a point;
Thence N0°27'38"E a distance of 100.00 feet to **The True Point of Beginning**;
Containing 0.23 acres more or less.*

The fair market value of the Lift Station Land is hereby determined to be \$75,000 per acre (the "Fair Market Value").

City shall cause the construction of the Sewer Lift Station for Service Area #2 in a manner that allows for Service Area #2 to receive wastewater collection services from the City. At the time of development, City shall connect the portion of the Property within Service Area #2 to the

City's wastewater collection system through the Sewer Lift Station for Service Area #2. City and Developer acknowledge that all of Service Area #2 shall be subject to a payment agreement for the total Improvement Costs for the construction of the Lift Station. City agrees that the Fair Market Value of the Lift Station Land shall be credited as a payment against the total amount owed by all or any portion of the Property under such payment agreement

- Developer shall have access to the water main located on County 24th Street, east of Ave. E, and may be able to tap into or otherwise use the main without having to pay, or otherwise be assessed, a special charge for the development and/or cost of construction of said main. The then current owner or developer of each portion of the Property being developed shall at all times pay all applicable regular impact fees (defined under ARS § 9-463.05 as development fees), utility fees, or building permit fees of the City.
- Developer shall have access to the sewer line located on Ave. E south of County 24th Street and may be able to tap into or otherwise use the sewer line without having to pay, or otherwise be assessed, a special charge for the development and/or cost of construction of said main. The then current owner or developer of each portion of the Property being developed shall at all times pay all applicable regular impact fees (defined under ARS § 9-463.05 as development fees), utility fees, or building permit fees of the City.

3.7 Public Safety Facilities. From undeveloped land on the parcel described on Exhibit D hereto (the "Additional Land"), Developer agrees to dedicate, to the City of San Luis, property in an amount not to exceed 5 acres, for only the construction and use by the City of a facility to be used for City governmental purposes (the "Government Facilities Land"). The Government Facilities Land shall be conveyed to City subject to deed restrictions which shall provide that the Government Facilities Land shall be only used by the City for the construction and use of a facility for City governmental purposes, and if (a) a City governmental facility is not constructed on the Governmental Facilities Land within 10-years from the date of the conveyance, or (b) the Government Facilities Land ceases to be used for a City governmental purpose, or (c) the City conveys, leases or otherwise transfers its ownership or possessory interest in the Government Facilities Land, then Developer shall have the right to cause title in the Government Facilities Land to revert back to Developer. City may designate, as the Government Facilities Land, a portion of the Additional Land which has a frontage on County 24th Street. The City shall assume any and all responsibility for environmental assessment and/or remediation, if needed or necessary. City agrees to exercise this designation on or before November 1, 2011.

The City shall allow all of the Additional Land (including the Government Facilities Land) to be connected to the City's water system and wastewater collection system. The connection of the Additional Land to the City's wastewater collection system shall be made through the main sewer line and not by connection to a Sewer Lift Station. At the time City develops the Government Facilities Land, City shall construct all infrastructure Improvements, at its own cost and expense, necessary for the connection of the Additional Land to the City's water system and wastewater collection system, provided that Developer shall dedicate to the City, without charge to the City, the public utility easement required for the installation of water and sewer

lines necessary for such connection. If Developer develops the Additional Land before development of the Government Facilities Land, Developer shall construct such infrastructure Improvements at its own cost and expense, provided that Developer's infrastructure requirements shall only require Developer to connect the Additional Land to the City's wastewater system through the main sewer line, and there shall be no requirement to install a Lift Station to serve the Additional Land.

3.8 Access on Avenue E. At the present time, access on Avenue E between the County 24th Street alignment and the County 25th Street alignment is restricted to every half-mile (County 24th Street, County 24-1/2 Street, and County 25th Street). At such time as additional access to any private property located on the west side of Avenue E is granted access on Avenue E, City agrees to use its best efforts to grant the same degree of access to the portion of the Property located on the east side of Avenue E between the two aforementioned alignments. It is understood that this subsection is conditioned upon the City's right, power, or authority to grant access. It is also understood that the promise to use its best efforts is not a promise of access.

3.9 Zoning. Developer shall have the right to apply for zoning changes, and as long as the proposed change in zoning is in conformance with the most current City of San Luis General Plan, City agrees that staff will recommend approval, subject to such conditions as may reasonably be deemed appropriate and are allowable under applicable law. City agrees that the Property may be developed in accordance with the zoning designation applicable to the Property, any site plans or subdivision plats for the Property approved by City through its normal and customary site plan or subdivision plat approval process (respectively, the "Site Plans" or the "Subdivision Plats"), and the provisions of this Agreement, and such right shall be vested as of the Effective Date for the term of this Agreement. City agrees that the Developer has the right to apply for rezoning for each portion of the Property without charge during the period beginning January 1, 2011 and ending on the date which is forty-eight months after the date on which the Annexation Ordinance becomes effective. During that forty-eight month period, the Developer agrees to pay for all legal publications including notice of Public Hearing(s) and the final publication of the Ordinance.

3.10 Avenue E streetscape. At the time of development of any portion of the Property that abuts Avenue E, the Developer agrees to install xeriscape landscaping in the parkway between the property line and the edge of the paved surface of the portion of Avenue E between (a) the mid-way point between County 25th Street and County 24 ½ Street (i.e., the County 24 ¾ Street alignment), and (b) the mid-way point between County 24 ½ Street and County 24th Street (i.e., the County 24 ¼ Street alignment). The number and type of landscaping shall be in accordance with the landscaping standards attached hereto as Exhibit E. The design of the landscaping, sidewalks, storm water retention/detention elements, and/or fencing shall be part of the subdivision improvement plans and drawings that will be subject to City approval pursuant to the City of San Luis subdivision ordinance then in effect at the time the applicable subdivision plat is approved by City Council. Stormwater facilities for the adjacent street may be incorporated within the landscaping. The City will maintain the landscaping and storm water retention upon acceptance of these Improvements. City agrees that Developer may take time to develop the landscaping and sidewalks, and may take up to three years to do so from the

date of the subdivision plat approval. In the event the other Improvements to the subdivision are developed ahead of said landscaping and sidewalks, the delay in sidewalk and landscaping development shall not delay acceptance by the City of the other Improvements. At all times, any adequate assurances posted for development of Improvements shall be adjusted to reflect the value of outstanding offsite Improvements and any warranty period pursuant to the Subdivision Ordinance of City.

3.11 Use of flat curbs. Developer may use flat curbs within the portions of the Property which are zoned as Industrial. Said flat curbs shall be constructed to City of San Luis Construction Standards (or other generally applicable engineering standards adopted by the City through its normal and customary adoption process), provided, that Developer shall not be required to install sidewalks within the portions of the Property in which Developer uses flat curbs. The Developer shall use vertical curbs within the portions of the Property which are zoned as Commercial. All curbs on Avenue E, Avenue D, Avenue C, County 24th Street, or County 25th Street shall be vertical curbs regardless of zoning.

3.12 Design, Construction and Dedication. Improvements shall be designed, constructed and dedicated in accordance with applicable laws, including, without limitation, the City's normal and customary plan submittal, review and approval processes, day-to-day inspection requirements, and insurance requirements. When the Improvements, or a discrete portion thereof, are completed, then upon written request of City or Developer, Developer shall dedicate and City shall accept such Improvements. City shall grant all rights, licenses, easements, and rights of entry necessary to permit Developer to construct the Improvements within the public rights-of-way.

ARTICLE 4. INDEMNIFICATION

4.1 Developer agrees to defend, indemnify and hold harmless City, its officers, officials and employees ("Indemnified Group") for liability from and against claims, damages, losses and expenses of any nature whatsoever (including but not limited to reasonable attorney expense), relating to, arising out of, resulting from the Developer's negligent acts or omissions or intentional torts which relate to Developer's performance under this Agreement, including but not limited to work or services provided in the performance of this Agreement by Developer's subcontractors or any one directly or indirectly employed by or contracting with the Developer or subcontractor or by anyone for whose acts Developer may be liable. Notwithstanding the foregoing, the provisions of this Section 4.1 do not extend to any liability, claims, damages, losses or expenses which result from the negligent acts or omissions, or intentional torts of the City, for which the City agrees to indemnify and hold harmless Developer, its officers, directors, partners, shareholders, managers, members and employees for liability from and against claims, damages, losses and expenses of any nature whatsoever (including but not limited to reasonable attorney expense).

4.2 If any claim, action or proceeding is brought against the Indemnified Group, by reason of any event that is the subject of this Agreement, Developer (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 Developer, or if covered by insurance, the insurer, all of which must be approved by City, which approval will not be unreasonably withheld, conditioned or delayed. The City shall cooperate with all reasonable efforts in the handling and defense of such claim. Notwithstanding the foregoing, the City may engage its own attorney to defend or assist in its defense if Developer neglects or refuses to provide an adequate defense, and the Developer shall pay the reasonable costs and expenses thereof.

4.3 Any settlement of claims must fully release and discharge the Indemnified Group from any liability for such claims. The release and discharge shall be in writing and shall be subject to approval by the City, which approval shall not be unreasonably withheld, conditioned or delayed. If Developer neglects or refuses to defend any of the Indemnified Group for a claim covered by the indemnity set forth in Section 4.1, any recovery or judgment against the Indemnified Group for a claim covered by such indemnity shall conclusively establish the amount of Developer's liability to the Indemnified Group in connection with such recovery. If the City desires to settle any claim covered by the indemnity set forth in Section 4.1 for which Developer neglects or refuses to defend, the City shall be entitled to settle such claim in good faith and Developer shall be liable for the amount of such settlement and all expenses in connection with such settlement. Any dispute between the parties regarding whether or not a claim is covered by the indemnity set forth in Section 4.1, or whether Developer has neglected or refused to provide a defense, shall be resolved in accordance with the provisions of Section 5.2.

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

ARTICLE 5. MEDIATION AND DEFAULT

5.1 **Representatives.** To further the cooperation of the parties in implementing this Agreement, the City and Developer each shall designate and appoint a representative to act as a liaison between the City and its various departments and the Developer. The initial representative for the City (the "City Representative") shall be the City Manager and the initial representative for the Developer shall be its project manager, as identified by the Developer 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 nonbonding mediation before commencement of litigation. The mediation shall be held under the commercial mediation rules of the American Arbitration Association. The matter in dispute shall be submitted to a mediator mutually selected by Developer and the City. In the event that the parties cannot agree upon the selection of a mediator within seven (7) days, then within three (3) days thereafter, the City and the Developer shall request the presiding judge of the Superior Court in and for the County of Yuma, State of Arizona, to appoint a mediator from a list

of mediators maintained by the Arizona Municipal Risk Retention Pool. The cost of any such mediation shall be divided equally between the City and Developer. The results of the mediation shall be nonbinding on the parties, and any party shall be free to initiate litigation subsequent to the moratorium.

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 which is not capable of being cured within ten (10) days, the cure shall be commenced within such period, and diligently pursued to completion. The notice shall specify the nature of the alleged default and the manner in which the default may be satisfactorily cured. In the event of a default hereunder by any party, the non-defaulting party shall be entitled to all remedies at both law and in equity, including, without limitation, termination, specific performance, and/or 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, at the rate of 10% per annum, 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 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.

6.2 No Personal Liability. No member, official or employee of the City shall be personally liable to Developer, 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 Developer or its successor or assign, or (c) pursuant to any obligation of the City under the terms of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the liability of Developer under this Agreement shall be limited solely to the assets of Developer and shall not extend to or be enforceable against: (i) the individual assets of any of the individuals or entities who are shareholders, members, managers constituent partners, officers or directors of the general partners or members of Developer; (ii) the shareholders, members or managers or constituent partners of Developer; or (iii) officers of Developer.

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 Administrator
 P.O. Box 1170
 1090 Union Street
 San Luis, AZ 85349

If to the Developer Manager
 San Luis Port II Industrial Park LLC
 10602 Camino Del Sol
 Yuma AZ 85367

or such other addresses as either party may from time to time designate in writing and deliver in a like manner. Any such change of address notice shall be given at least ten (10) days before the date on which the change is to become effective. Notices 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 Developer 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 Developer 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 Developer represents to the City that by entering into this Agreement, the Developer has bound the Property and all persons and entities having any legal or equitable interest therein to the terms of the Agreement.

7.5 Entire Agreement. This Agreement, including the Exhibits hereto, which are incorporated herein by this reference, constitutes the entire agreement between the parties. This provision applies only to the entirety of this Agreement only; additional and separate zoning stipulations and agreements with the City may apply to the Property, and this provision has no effect on them.

7.6 Amendment of the Agreement. This Agreement may be amended, in whole or in part and with respect to all or any portion of the Property, only with the mutual written consent of the

parties to this Agreement or by their successor in interest or assigns. The City shall record the amendment or cancellation in the official records of the Yuma County Recorder.

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

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

7.9 Recordation of Agreement and Subsequent Amendment; Cancellation. This Agreement, and any amendment or cancellation of it shall be recorded in the official records of the Yuma County Recorder no later than ten (10) days after the City and the Developer execute such agreement amendment or cancellation, as required by A.R.S. § 9-500.05.

7.10 Attorney's 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 attorney's fees and court costs.

7.11 Notice of Conveyance or Assignment. The Developer 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. Developer may assign all or any portion of its rights hereunder to any one or more persons or entities, on such terms and conditions as Developer may deem appropriate, provided, however, that Developer may not convey all or any portion of its rights hereunder unless the corresponding obligations of the Developer are assumed by the assignee of Developer's rights. Notice of the assignment and assumption of Developer's obligations shall be reflected in a document that shall be executed by Developer and such assignee and recorded by Developer in the records of Yuma County, Arizona. Upon the recordation of such document, Developer will be released from the obligations assumed by the assignee. The burdens of this Agreement bind and the benefits of this Agreement inure to the parties hereto and their successors in interest and assigns as provided in A.R.S. § 9-500.05.D

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

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

7.14 Non-Liability of City Officials and Employees Except for mandamus and other special actions, no member, official or employee of the City shall be personally liable to Developer, 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 Developer or successor, or under any obligation under the terms of this Agreement.

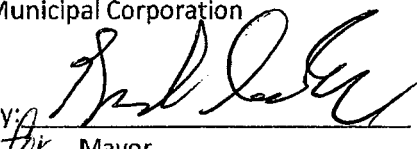
7.15 Sudan/Iran Investments and Business Operations. By entering into this agreement, Developer certifies that it does not have scrutinized business operations in Iran or Sudan as those terms are defined in A.R.S. §35-391 et seq. and §35-393 et seq.

7.16 Employment Eligibility. Developer hereby warrants that it is in compliance with all federal immigration laws and regulations that relate to its employees and with A.R.S. § 23-214 relating to verification of employment eligibility. A breach of this warranty shall be deemed a material breach of this Agreement. City retains the legal right to inspect the papers of Developer to ensure that Developer is compliant with this warranty.

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

THE CITY OF SAN LUIS, an Arizona
Municipal Corporation

THE DEVELOPER,
San Luis Port II Industrial Park LLC

By: 
for

Mayor

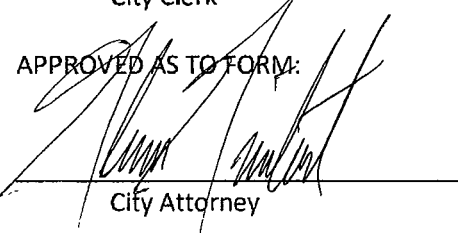
By: _____

Its: Manager

ATTEST:

By: 

City Clerk

APPROVED AS TO FORM: 

City Attorney

STATE OF ARIZONA)

) ss.

County of Yuma)

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by Juan Carlos Escamilla, Mayor of the City of San Luis, Arizona a municipal corporation.

Notary Public

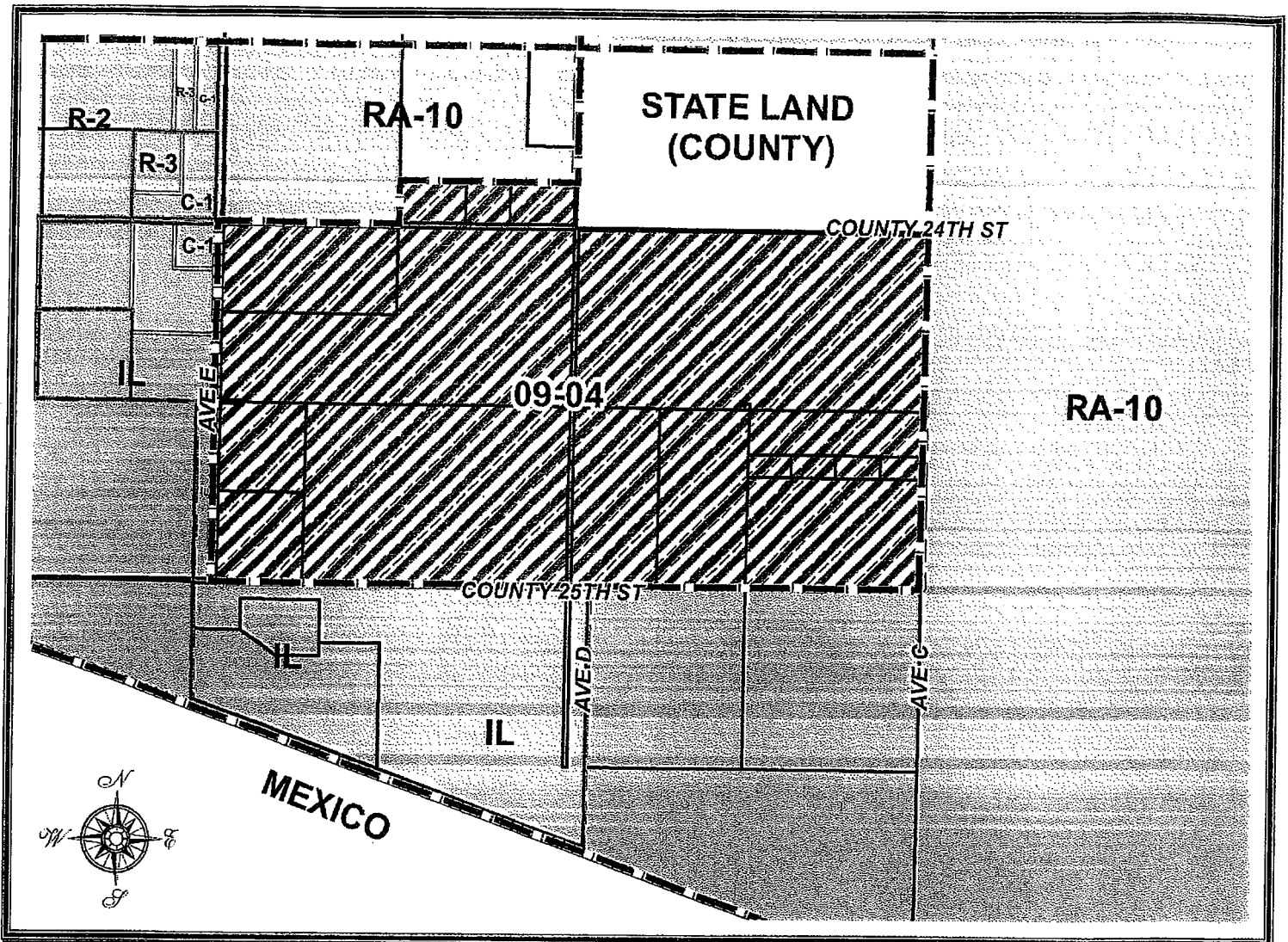
My Commission Expires: _____

STATE OF ARIZONA)
County of Yuma) ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by _____, Manager of San Luis Port II Industrial Park LLC, an Arizona limited liability company.

Notary Public

My Commission Expires: _____



Annexion #:
10-01

City of San Luis, Arizona

CERTIFICATION OF MAP MAP OF AREA TO BE ANNEXED

In Addition to the territory shown on this map, striped in grey, the proposed annexation includes any and all county right-of-way and roadways with not taxable value that are withing or contiguous to the exterior boundaries of striped area and said right of way and roadways are part of the territory proposed to be annexed and will be included in any ordinance of annexation adopted as a result of this petition.

I, Juan Carlos Escamilla, Mayor of the City of San Luis, Arizona, do hereby certify that the foregoing map is a true and correct map of the territory annexed under and by virtue of the petition of the real and personal property owners in the said territory and by the Ordinance No. ____, annexing the territory described in Ordinance No. ____, and as shown on said map as a part of the territory to be included withing the corporate limitsof the City of San Luis, Arizona.

Legend

-  PROPOSED ANNEXATION
-  EXISTING CITY LIMITS
-  CITY OF SAN LUIS

REVIEWED BY _____

City Clerk

Mayor

Prepared by: City of San Luis GIS Division
GISUSER@Cityofsanluis.org

EXHIBIT "C"

CITY OF SAN LUIS NEW SEWER SERVICE AREA #2 & #3 BOUNDARY LINE

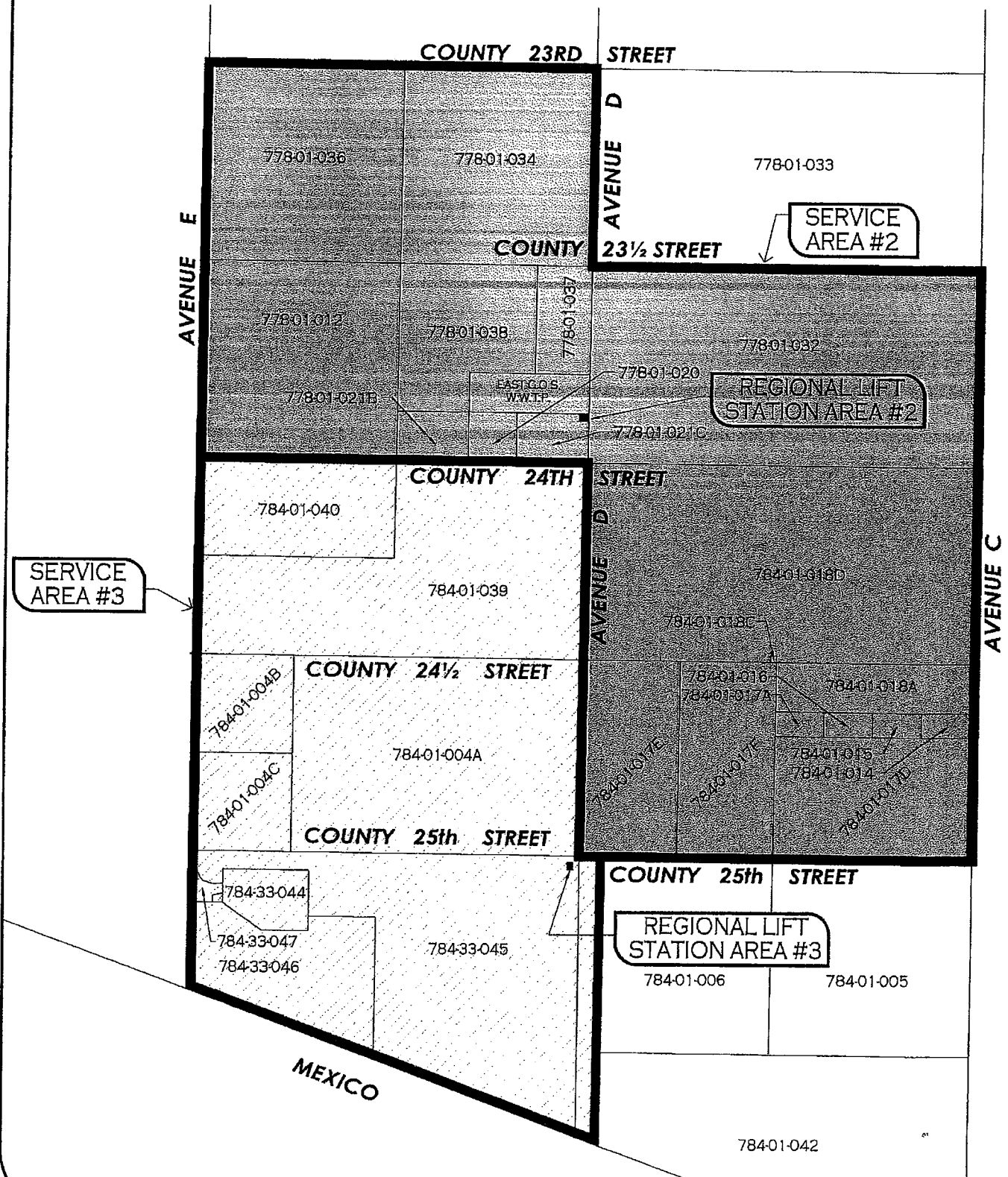


EXHIBIT "D"

CITY OF SAN LUIS PUBLIC SAFETY FACILITIES.

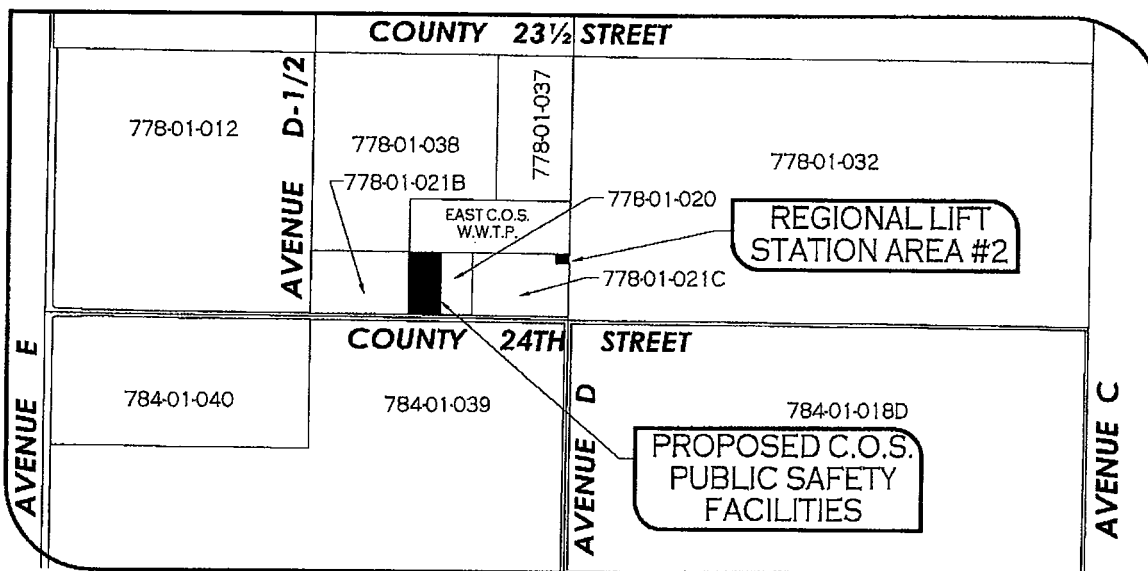
LEGAL DESCRIPTION

The East Half (E ½), of the Southeast Quarter (SE ¼), of the Southwest Quarter (SW ¼), of the Southeast Quarter (SE ¼) of Section 11, Township 11 South, Range 24 West of the Gila and Salt River Base and Meridian, Yuma County, Arizona.

Except the south 33.00 feet.

Subject to all easements and right of ways apparent or record.

Containing 5.0 acres gross more or less



LOCATION MAP