



NOTICE OF REGULAR PLANNING AND ZONING COMMISSION MEETING

In accordance with Section 38-431.01 of the Arizona Revised Statutes of the State of Arizona, notice is hereby given to the Members of the Planning and Zoning Commission and to the general public that the Planning and Zoning Commission of the City of San Luis, Arizona will hold a Regular Planning & Zoning Commission Meeting at 6:00 p.m., Tuesday, August 8, 2023. The meeting will take place at the City Council Chambers, located at 1090 E. Union Street, San Luis, Arizona, 85349. Everyone from the public is invited to attend the open meeting.

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

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

THIS NOTICE IS GIVEN BY:

/s/ Roman Pacheco, Planning Technician

AVISO DE JUNTA REGULAR DE LA COMISIÓN DE PLANEACIÓN Y ZONIFICACIÓN

De acuerdo a la Sección 38-431.01 de los Estatutos Revisados del Estado de Arizona, se les informa a los Miembros de la Comisión de Planeación y Zonificación y al público en general que la Comisión de Planeación y Zonificación de San Luis, Arizona, tendrán una junta regular a las 6:00 p.m., el día Martes, 8 de Agosto del 2023. La junta se llevará a cabo en la Cámara del Consejo de la ciudad, ubicado en el 1090 East Union Street, San Luis, Arizona, 85349. El público esta cordialmente invitado.

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

Por medio de éste aviso y de acuerdo con los Estatutos Revisados del Estado de Arizona, sujeto a ciertas excepciones reglamentarias, los padres de familia tienen el derecho de dar o no dar el consentimiento ante el Estado o alguna subdivisión política grabe a un menor de edad, ya sea en audio o video. Las juntas del Concilio se graban en audio y/o video y como resultado, el hecho de que haya menores presentes puede ser sujeto a que sean grabados. Para que los padres de familia puedan ejercer sus derechos pueden solicitar por escrito a la Secretaria de la Ciudad dicha grabación, o tomar acción personal para asegurarse que su hijo/hija menor no esté presente cuando la grabación se lleve a cabo. Si un menor de edad está presente en el momento de la grabación, la Ciudad asumirá que los padres de familia están cediendo los derechos sobre una posible grabación de acuerdo con el Estatuto Revisado del Estado de Arizona §1-602.A.9.

ESTE AVISO ES DADO POR:

/f/ Roman Pacheco, Técnico en Planeación



AGENDA
Planning & Zoning Commission
Regular Meeting
San Luis Council Chambers
1090 E. Union Street
San Luis, AZ 85349
Tuesday, August 8, 2023
6:00 P.M.

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 July 11, 2023.

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

4. A. Discussion and possible action on any and all matters regarding Subdivision Case No. 2023-0290P. A request by Edais Engineering Inc., on behalf of Riedel Holdings LLC, for the approval of Los Mezquites Unit 3 preliminary plat. The property is located west of 24th Avenue and south of Los Mezquites Unit 2 Subdivision in San Luis, Arizona.

A. Staff Presentation

B. Action on Subdivision Case No. 2023-0290P

4. B. Discussion and possible action on any and all matters regarding Subdivision Case No. 2023-0291F. A request by Edais Engineering Inc., on behalf of Riedel Holdings LLC, for the approval of Los Mezquites Unit 3 final plat. The property is located west of 24th Avenue and south of Los Mezquites Unit 2 Subdivision in San Luis, Arizona.

A. Staff Presentation

B. Action on Subdivision Case No. 2023-0291F

4. C. Discussion and possible action on any and all matters regarding Subdivision Case No. 2023-0294P. A request by Edais Engineering Inc., on behalf of Riedel Holdings LLC, for the approval of Los Mezquites Townhomes preliminary plat. The property is located west of 24th Avenue and south of Los Mezquites Unit 2 Subdivision in San Luis, Arizona.

A. Staff Presentation

B. Action on Subdivision Case No. 2023-0294P

4. D. Discussion and possible action on any and all matters regarding Subdivision Case No. 2023-0295F. A request by Edais Engineering Inc., on behalf of Riedel Holdings LLC, for the approval of Los Mezquites Townhomes final plat. The property is located west of 24th Avenue and south of Los Mezquites Unit 2 Subdivision in San Luis, Arizona.

A. Staff Presentation

B. Action on Subdivision Case No. 2023-0295F

5. ADJOURNMENT



AGENDA ITEM REVIEW FORM

3. A.

Summary

APPROVAL OF MINUTES

-Regular Planning and Zoning Commission meeting held July 11, 2023.

Attachments

7/11/23 RP&ZM

MINUTES

REGULAR MEETING
PLANNING AND ZONING COMMISSION
SAN LUIS COUNCIL CHAMBERS
1090 E. UNION STREET
JULY 11, 2023
6:00 p.m.

1. CALL TO THE ORDER /ROLL CALL: Vice Chairman Javier Barraza called the meeting to order at 5:59 p.m.

PRESENT:

Vice Chairman Javier Barraza
Commission Member Hugo Garcia
Commission Member Veronica Zavala
Commission Member George Amaya
Commission Member Ruben Walshe
Commission Member Angelica Ortiz

ABSENT:

Chairman Marco A. Pinzon

OTHERS PRESENT:

Jose A. Guzman, Director of Planning and Zoning
Kay Macuil, City Attorney
Roman Pacheco, Planning Technician
Antonio Maldonado, Video Production Specialist
Domingo Sosa, Graphics and Media Specialist
Jenny Torres, Acting City Manager
Juan Tejeda, Associate Planner
Ruben Lopez, I.T. Technician
Alberto Leon, Riedel Holdings, LLC
Antonio Martinez, MCAS Yuma
Mark Concha, Riedel Holdings, LLC

2. PLEDGE OF ALLEGIANCE

Commission Member George Amaya led the Pledge of Allegiance.

3. CONSENT AGENDA

3. A. APPROVAL OF MINUTES

- Regular Planning and Zoning Commission meeting held June 20, 2023

MOTION: Commission Member Hugo Garcia / Commission Member Veronica Zavala to approve the consent agenda as presented. The motion passed unanimously.

The vote was as follows:

Vice Chairman Javier Barraza	Aye
Commission Member Hugo Garcia	Aye
Commission Member Veronica Zavala	Aye
Commission Member George Amaya	Aye
Commission Member Ruben Walshe	Aye
Commission Member Angelica Ortiz	Aye

4. PUBLIC HEARINGS

5. ITEMS REQUIRING DISCUSSION AND/OR ACTION

Item 5A on the agenda was placed in error under the items requiring discussion or action. This item is part of section 4 public hearings.

5. A. Public hearing followed by discussion and possible action on any and all matters regarding Rezoning Case No. 2023-0214. A request by Edais Engineering, on behalf of Riedel Holdings, LLC, to amend the conditions on Medium-Density Residential (R1-6) zoning, as approved by Ordinance No. 400, for property located between 6th Avenue and 8th Avenue north of Bienestar Estates #5 and south of the East Main Canal in San Luis, Arizona.

A. Open Public Hearing

MOTION: Commission Member Hugo Garcia / Commission Member George Amaya to open the public hearing. The motion passed unanimously.

The vote was as follows:

Vice Chairman Javier Barraza	Aye
Commission Member Hugo Garcia	Aye
Commission Member Veronica Zavala	Aye
Commission Member George Amaya	Aye
Commission Member Ruben Walshe	Aye
Commission Member Angelica Ortiz	Aye

Commission Member Veronica Zavala stated that she would abstain from voting on this item due to a possible conflict of interest.

1. Staff presentation

Jose A. Guzman, Director of Planning and Zoning, summarized the staff report recommending approval of Rezoning Case No. 2023-0214 subject to the following conditions:

1. Applicant to address the following comment from the City of San Luis Fire Department dated July 7, 2023:
 - o The City of San Luis Fire Department has concerns with no second means of ingress/egress for this subdivision design. Without a second means of ingress/egress, our emergency response times to this proposed subdivision will be hampered. This does not serve the potential lot owners with the best emergency service the City of San Luis offers. Can the Developer work out a solution with the Yuma County Water Users to possibly create emergency access from 6th Avenue to the west end of the proposed cul-de-sac? If this solution cannot be obtained, then the City of San Luis Fire Department will require fire hydrant spacing every three hundred feet and larger infrastructure for more water capacity.
2. Applicant to address the following comments from the City of San Luis Public Works Department dated June 30, 2023:

- The proposed plan does not meet our subdivision regulations Section 3.30.
- The sewer shall be a gravity system connection.

Commission Member George Amaya asked, concerning the access ingress/egress moving west, what was the response from Yuma County Water Users. **Jose A. Guzman, Director of Planning and Zoning**, responded that this is a viable option and that they are willing to work with the Developer to realign the canal and allow for the road connection.

2. Call the Public on this item

There were no public comments from the public on this item.

B. Close Public Hearing

MOTION: Commission Member Hugo Garcia / Commission Member Ruben Walshe to close the public hearing. The motion passed with five (5) ayes and one (1) abstention from Commission Member Veronica Zavala.

The vote was as follows:

Vice Chairman Javier Barraza	Aye
Commission Member Hugo Garcia	Aye
Commission Member Veronica Zavala	Abstain
Commission Member George Amaya	Aye
Commission Member Ruben Walshe	Aye
Commission Member Angelica Ortiz	Aye

C. Action on Rezoning Case No. 2023-0214

MOTION: Commission Member Hugo Garcia / Commission Member George Amaya to forward Rezoning Case No. 2023-0214 to the city council with approval recommendation subject to the conditions presented by staff. The motion passed with five (5) ayes and one (1) abstention from Commission Member Veronica Zavala due to a possible conflict of interest.

The vote was as follows:

Vice Chairman Javier Barraza	Aye
Commission Member Hugo Garcia	Aye
Commission Member Veronica Zavala	Abstain
Commission Member George Amaya	Aye
Commission Member Ruben Walshe	Aye
Commission Member Angelica Ortiz	Aye

6. ADJOURNMENT

MOTION: Commission Member Hugo Garcia / Commission Member Ruben Walshe to adjourn the Regular Planning and Zoning Commission meeting at approximately 6:08 p.m. The motion passed unanimously.

The vote was as follows:

Vice Chairman Javier Barraza	Aye
Commission Member Veronica Zavala	Aye
Commission Member George Amaya	Aye
Commission Member Ruben Walshe	Aye
Commission Member Angelica Ortiz	Aye

APPROVED:

Marco A. Pinzon, Chairman

ATTEST:

Roman Pacheco, Planning Technician

CERTIFICATION

I HEREBY CERTIFY THAT THE FOREGOING MINUTES ARE A TRUE AND CORRECT COPY OF THE MINUTES OF THE REGULAR PLANNING AND ZONING COMMISSION MEETING OF THE PLANNING AND ZONING COMMISSION, SAN LUIS, ARIZONA, HELD ON JULY 11, 2023. I FURTHER CERTIFY THE MEETING WAS DULLY CALLED AND HELD, AND A QUORUM WAS PRESENT.

Roman Pacheco, Planning Technician



PLANNING & ZONING AGENDA ITEM REVIEW FORM

Planning & Zoning Commission Meeting

4. A.

Meeting Date: 08/08/2023

Submitted By: Juan Tejada, Associate Planner, Planning & Zoning Department

ITEM:

Discussion and possible action on any and all matters regarding Subdivision Case No. 2023-0290P. A request by Edais Engineering Inc., on behalf of Riedel Holdings LLC, for the approval of Los Mezquites Unit 3 preliminary plat. The property is located west of 24th Avenue and south of Los Mezquites Unit 2 Subdivision in San Luis, Arizona.

A. Staff Presentation

B. Action on Subdivision Case No. 2023-0290P

SUMMARY:

This subdivision will contain approximately 38.87 acres and will consist of 171 residential lots and 1 large lot designated for future Los Mezquites Townhomes development. The residential lots range in size from approximately 6,000 square feet to 11,000 square feet. Assessor's Parcel Number 227-11-393.

A development agreement was approved on the 21st of December 2021, by Resolution No. 2204, the term of the development agreement is for five (5) years.

GENERAL PLAN:

City Council approved Minor Amendment Case No. 2022-0711 changing the land use from Commercial (C) designation to Medium Density Residential (MDR) for the remaining 8.9 acres of said parcel. The Minor Amendment allowed the applicant to rezone said 8.9 acres to R1-6 (Rezoning Case No. 2023-0007).

The applicant has provided the information and materials necessary for the review of the preliminary plat for Los Mezquites Unit 3 Subdivision.

STAFF RECOMMENDATION:

Staff recommends approval of Subdivision Case No. 2023-0290P with the following conditions:

1. Applicant must address comments from Comment Letter dated 7-17-2023.
2. Developer must comply with the approved development agreement.
3. Landscaping plans shall be submitted prior to presenting this item to City Council.

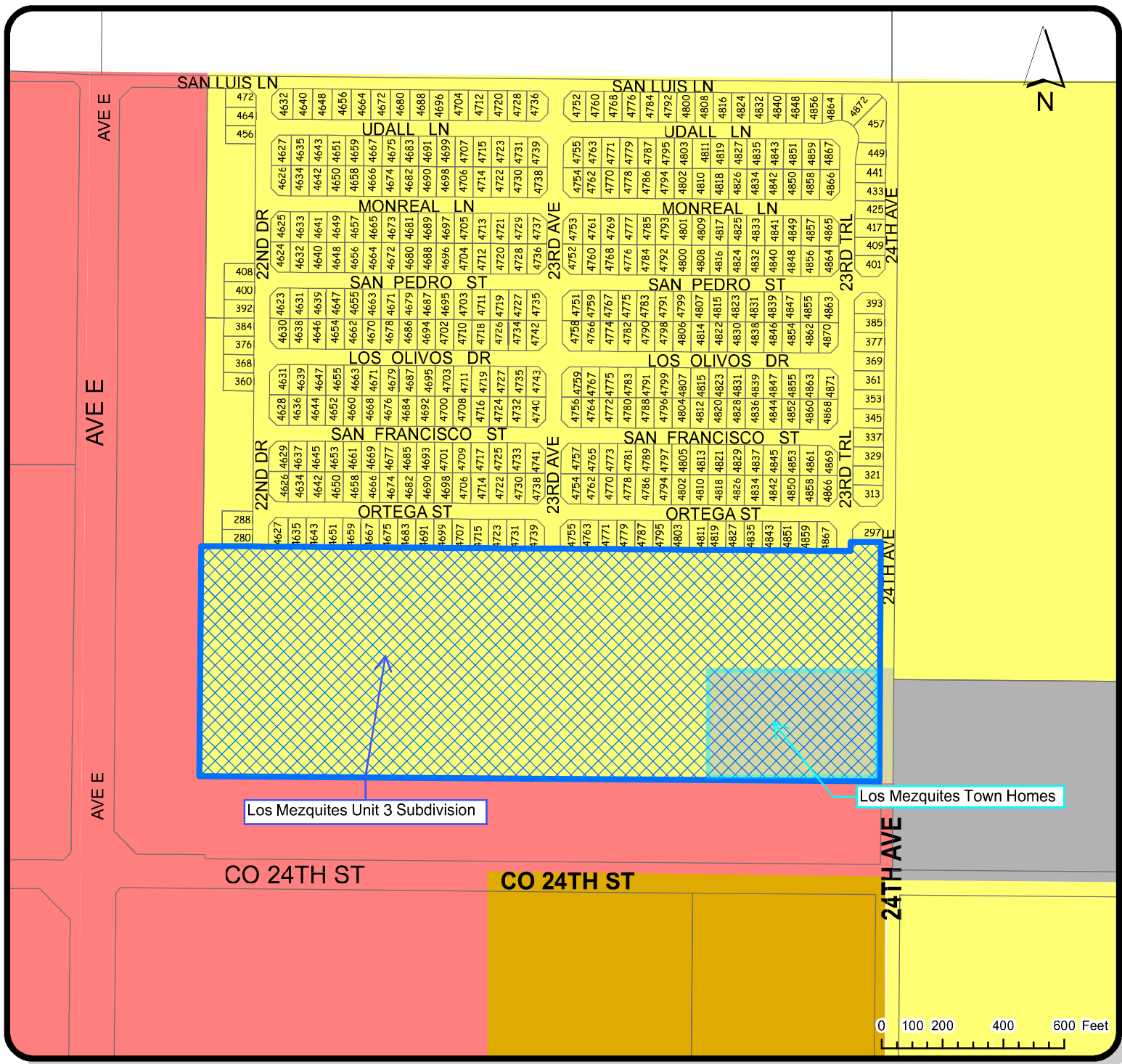
As per Section 4.10(3) of the Subdivision Regulations, "Conditional approval of a preliminary plat shall not constitute approval of the final plat. Rather, it shall be deemed an expression of approval to the layout submitted on the preliminary plat as a guide to the preparation of the final plat, which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

RECOMMENDED MOTION:

I MOVE TO APPROVE SUBDIVISION CASE NO. 2023-0290P PRELIMINARY PLAT FOR LOS MEZQUITES UNIT 3 WITH CONDITIONS AS RECOMMENDED BY STAFF.

Attachments

Location Map
Preliminary Plat
Development Agreement
Comment Letter 7-17-2023
Fire Department Comments
ADOT Comments












LOCATION OF SUBJECT PROPERTY

 Assessor's Parcel Number:
22711393

 Subdivision Location

LOCATION MAP

- Zoning**
-  SINGLE RESIDENCE ZONING DISTRICTS
 -  R1-6
 -  MULTIPLE RESIDENCE ZONING DISTRICTS
 -  R-2
 -  R-3
 -  COMMERCIAL ZONING DISTRICTS
 -  C-2
 -  INDUSTRIAL ZONING DISTRICTS
 -  I-1

SUBDIVISION

CASE #
2023-0290P
2023-0291F

DATE:
6/9/2023

CHECKED BY:
JUAN TEJEDA

PLANNING & ZONING



GIS

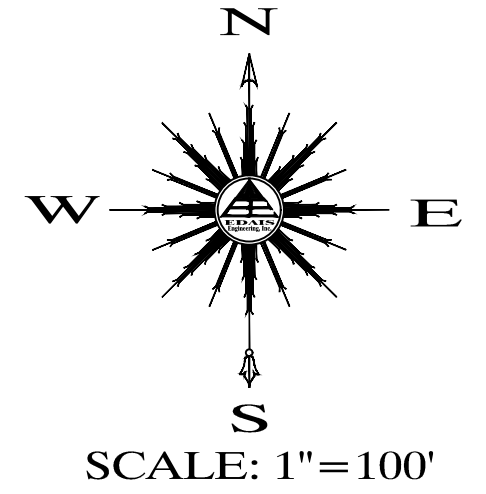
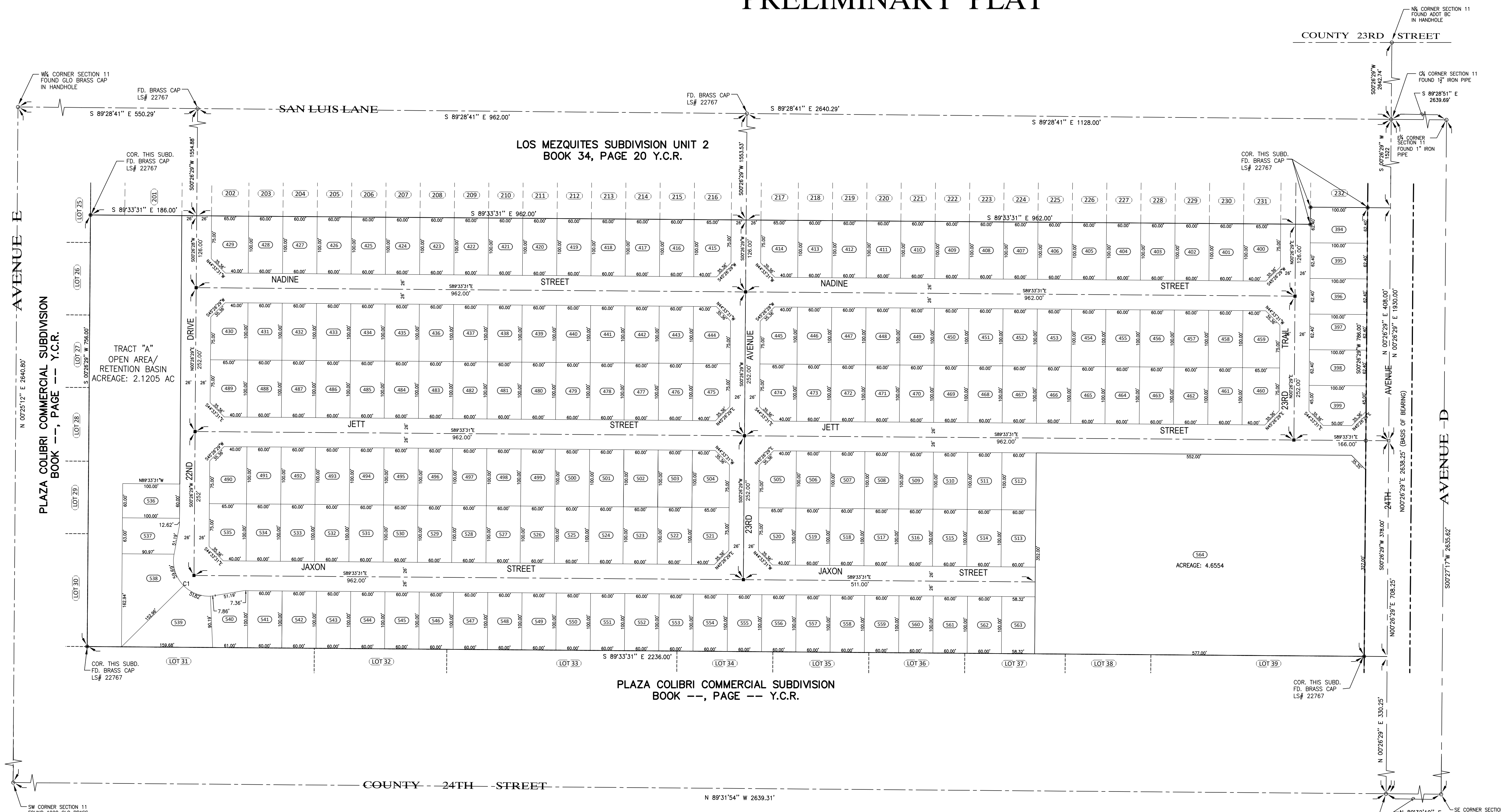
CREATED BY:
ISAAC GUTIERREZ

APPROVED BY:
JOSE A. GUZMAN

LOS MEZQUITES SUBDIVISION UNIT 3

A SUBDIVISION OF LOT 393 OF THE LOS MEZQUITES SUBDIVISION UNIT 2 AS RECORDED IN BOOK 34 OF PLATS, PAGE 20, YUMA COUNTY RECORDERS OFFICE, YUMA COUNTY, ARIZONA
 BEING A PORTION OF THE N 1/2 OF THE SW 1/4 OF SECTION 11, T11S, R24W, G.&S.R.B.&M., YUMA COUNTY, ARIZONA
 DATE OF PREPARATION: MAY 2023 NUMBER LOTS: 171 ACREAGE: 38.8754 ACRES

PRELIMINARY PLAT



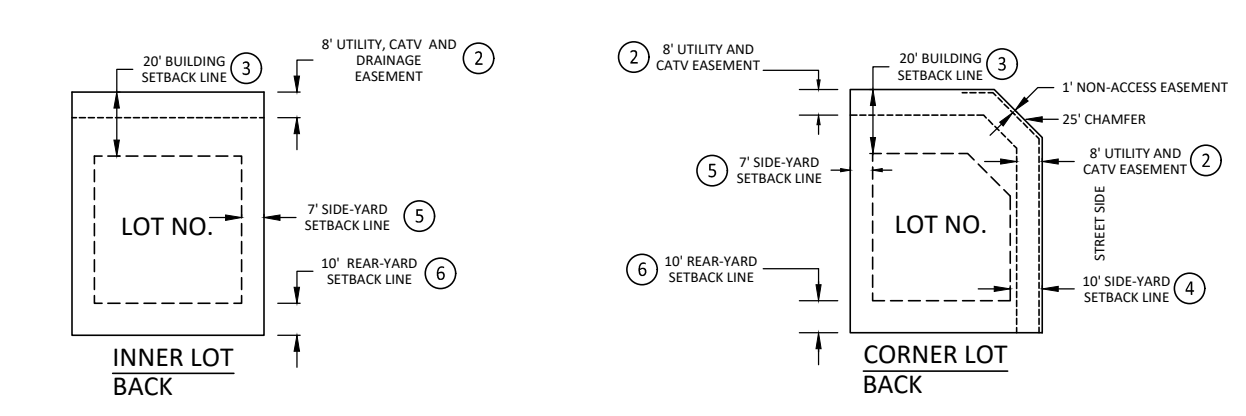
LEGEND

- CENTERLINE / SECTION LINE
- - - RIGHT OF WAY LINE
- - - SETBACK LINE
- - - EASEMENT LINE (TYPE AS SHOWN)
- ① NEW LOT NUMBER
- NEW STREET MONUMENT CITY OF YUMA STD DETAIL No. 4-030
- EXISTING MONUMENT (TYPE AS NOTED)
- RIGHT OF WAY
- NON ACCESS EASEMENT
- PUBLIC UTILITY EASEMENT
- ASSESSOR'S PARCEL NUMBER
- BK
- PG
- YCR

KEYNOTES

- ① NEW 1' NON-ACCESS EASEMENT
- ② NEW 8' PUE (PUBLIC UTILITY EASEMENT)
- ③ NEW 20' FRONT YARD SETBACK LINE
- ④ NEW 10' STREET SIDE YARD SETBACK LINE
- ⑤ NEW 7' SIDE YARD SETBACK LINE
- ⑥ NEW 10' REAR YARD SETBACK LINE

TYP. LOT LAYOUT



CURVE TABLE

CURVE	DELTA	CHORD DIRECTION	CHORD	TANGENT	RADIUS	LENGTH
C1	110°19'04"	N44°33'31"W	101.77	89.07	62.00'	119.37'

RESTRICTIVE COVENANTS

HAVE BEEN RECORDED CONCURRENTLY AND ARE A PART OF THIS PLAT

OPEN SPACE

MIN. OPEN SPACE REQUIRED = (34.22 AC) X 5% = 1.711 AC
 OPEN SPACE PROVIDED = 2.1205 AC

SUBDIVIDER/OWNER

RIEDEL HOLDINGS, LLC
 1910 JUAN SANCHEZ BLVD
 P.O. BOX 1649
 SAN LUIS, AZ 85349
 (928) 627-8593

SURVEYOR'S CERTIFICATE

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

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT RIEDEL HOLDINGS, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER HAS THIS THE ___ DAY OF _____ 2023, CAUSED A PORTION OF THE N1/2 OF THE SW1/4 OF SECTION 11, T11S, R24W, G. & S. R. B. & M. YUMA COUNTY, ARIZONA, AS PLATTED HEREON, TO BE SUBDIVIDED INTO LOTS, TRACT & STREETS UNDER THE NAME OF "LOS MEZQUITES SUBDIVISION UNIT 3" AND HEREBY DECLARES THAT THE ACCOMPANYING PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS AND STREETS, CONSTITUTING SAID "LOS MEZQUITES SUBDIVISION UNIT 3" AND THAT EACH LOT SHALL BE KNOWN BY THE NUMBER, THE TRACT BY THE LETTER AND THE STREETS BY THE NAME GIVEN EACH RESPECTIVELY ON SAID PLAT;

AND THAT RIEDEL HOLDINGS, L.L.C., AS OWNER, HEREBY DEDICATES THE STREETS SHOWN HEREON TO THE CITY OF SAN LUIS FOR ITS USE AND BENEFIT, AND THAT THE EASEMENTS ARE DEDICATED FOR THE USES SHOWN AND DEFINED ON SAID PLAT AND AS SET FORTH IN THE DECLARATION OF RESERVATIONS, COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED CONCURRENTLY HEREWITH. TRACT "A" IS DEDICATED TO THE CITY OF SAN LUIS FOR USE AS STORM WATER RETENTION BASIN AND COMPATIBLE RECREATIONAL USES. THE EASEMENTS ARE DEDICATED FOR THE PURPOSE SHOWN HEREON. A THREE FOOT NON-CONSTRUCTION AND NO OBSTRUCTION EASEMENT FROM THE FURTHER PROJECTION ON ANY SIDE OF ALL FIRE HYDRANTS; A TWELVE INCH NON-CONSTRUCTION AND NO OBSTRUCTION EASEMENT AROUND WATER METERS; AND 24 INCH NON-CONSTRUCTION AND NO OBSTRUCTION EASEMENT FOR STREET LIGHTS IS HEREBY GRANTED.

IN WITNESS WHEREOF: RIEDEL HOLDINGS, L.L.C., HAS CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE SIGNATURE OF NIEVES GARCIA RIEDEL, AS MEMBER, THEREUNTO DULY AUTHORIZED ON THIS THE ___ DAY OF _____ 2023.

BY: NIEVES GARCIA RIEDEL, MEMBER RIEDEL HOLDINGS, L.L.C.

ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS
 COUNTY OF YUMA)

ON THIS THE ___ DAY OF _____ 2023 BEFORE ME, THE UNDERSIGNED OFFICER PERSONALLY APPEARED, NIEVES GARCIA RIEDEL, WHO ACKNOWLEDGED HERSELF TO BE MEMBER OF RIEDEL HOLDINGS, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AND SHE AS SUCH OFFICER BEING AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED, BY SIGNING THE NAME OF THE LIMITED LIABILITY COMPANY BY HERSELF, AS SUCH OFFICER.

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

BY: _____
 NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

BASIS OF BEARING

THE MID-SECTION LINE OF SECTION 11, T11S, R24W, G.&S.R.B.&M., YUMA COUNTY, ARIZONA, AS SHOWN ON DKT. 1848, PAGE 711, YUMA COUNTY RECORDERS OFFICE, YUMA COUNTY, ARIZONA.
 BEARING N 00°26'29" E

APPROVED

STATE OF ARIZONA)
) SS
 CITY OF SAN LUIS)

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

MAYOR _____ DATE _____

CITY MANAGER _____ DATE _____

DIRECTOR OF PLANNING AND ZONING DEPARTMENT _____ DATE _____

CITY ENGINEER _____ DATE _____

CITY PUBLIC WORKS DIRECTOR _____ DATE _____

LOT AREAS

LOT	AREA	LOT	AREA	LOT	AREA	LOT	AREA	LOT	AREA	LOT	AREA
384	6240.00 SF	419	8000.00 SF	444	6187.50 SF	469	6000.00 SF	494	6000.00 SF	519	6000.00 SF
385	6240.00 SF	420	8000.00 SF	445	6187.50 SF	470	6000.00 SF	495	6000.00 SF	520	6187.50 SF
386	6240.00 SF	421	8000.00 SF	446	6000.00 SF	471	6000.00 SF	496	6000.00 SF	521	6187.50 SF
387	6240.00 SF	422	8000.00 SF	447	6000.00 SF	472	6000.00 SF	497	6000.00 SF	522	6000.00 SF
388	6240.00 SF	423	8000.00 SF	448	6000.00 SF	473	6000.00 SF	498	6000.00 SF	523	6000.00 SF
389	6240.00 SF	424	8000.00 SF	449	6000.00 SF	474	6187.50 SF	499	6000.00 SF	524	6000.00 SF
400	6187.50 SF	425	8000.00 SF	450	6000.00 SF	475	6187.50 SF	500	6000.00 SF	525	6000.00 SF
401	6000.00 SF	426	8000.00 SF	451	6000.00 SF	476	6000.00 SF	501	6000.00 SF	526	6000.00 SF
402	6000.00 SF	427	8000.00 SF	452	6000.00 SF	477	6000.00 SF	502	6000.00 SF	527	6000.00 SF
403	6000.00 SF	428	8000.00 SF	453	6000.00 SF	478	6000.00 SF	503	6000.00 SF	528	6000.00 SF
404	6000.00 SF	429	8000.00 SF	454	6000.00 SF	479	6000.00 SF	504	6187.50 SF	529	6000.00 SF
405	6000.00 SF	430	8000.00 SF	455	6000.00 SF	480	6000.00 SF	505	6187.50 SF	530	6000.00 SF
406	6000.00 SF	431	8000.00 SF	456	6000.00 SF	481	6000.00 SF	506	6000.00 SF	531	6000.00 SF
407	6000.00 SF	432	8000.00 SF	457	6000.00 SF	482	6000.00 SF	507	6000.00 SF	532	6000.00 SF
408	6000.00 SF	433	8000.00 SF	458	6000.00 SF	483	6000.00 SF	508	6000.00 SF	533	6000.00 SF
409	6000.00 SF	434	8000.00 SF	459	6187.50 SF	484	6000.00 SF	509	6000.00 SF	534	6000.00 SF
410	6000.00 SF	435	8000.00 SF	460	6187.50 SF	485	6000.00 SF	510	6000.00 SF	535	6187.50 SF
411	6000.00 SF	436	8000.00 SF	461	6000.00 SF	486	6000.00 SF	511	6000.00 SF	536	6000.00 SF
412	6000.00 SF	437	8000.00 SF	462	6000.00 SF	487	6000.00 SF	512	6000.00 SF	537	6072.50 SF
413	6000.00 SF	438	8000.00 SF	463	8000.00 SF	488	6000.00 SF	513	6000.00 SF	538	11035.17 SF
414	6187.50 SF	439	8000.00 SF	464	6000.00 SF	489	6187.50 SF	514	6000.00 SF	539	1029.12 SF
415	6187.50 SF	440	8000.00 SF	465	6000.00 SF	490	6187.50 SF	515	6000.00 SF	540	6048.09 SF
416	6000.00 SF	441	8000.00 SF	466	6000.00 SF	491	6000.00 SF	516	6000.00 SF	541	6000.00 SF
417	6000.00 SF	442	8000.00 SF	467	6000.00 SF	492	6000.00 SF	517	6000.00 SF	542	6000.00 SF
418	6000.00 SF	443	8000.00 SF	468	6000.00 SF	493	6000.00 SF	518	6000.00 SF	543	6000.00 SF

JUAN N. LOMELI R.L.S. No. 22767

PREPARED BY:

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

CONFORMED COPY
2021-47097 RESOLUTION
12/22/2021 09:51:20 AM Pages: 13 Fees: \$15.00
Requested By: CITY OF SAN LUIS
Recorded By: arios
Robyn Stallworth Puerque County Recorder, YUMA County AZ

WHEN RECORDED MAIL TO:

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

The above area is to be reserved for recording information

CAPTION HEADING:

Resolution
Resolution No. 2204
Riedel Holdings, L.L.C.
Los Mezquites Development Agreement



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

NO. 2204

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA AUTHORIZING AND DIRECTING THE ENTERING INTO A DEVELOPMENT AGREEMENT DEVELOPMENT BETWEEN THE CITY OF SAN LUIS, ARIZONA AND RIEDEL HOLDINGS, AZ LLC.

WHEREAS, Nieves Riedel, Riedel Holdings, L.L.C.; Owner, desires to enter into a development agreement for Los Mezquites project to be located in San Luis, Arizona; and

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

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

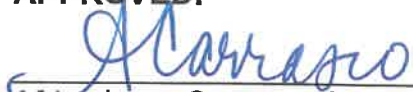
WHEREAS, the applicant and the city staff agreed to all matters in the City's proposed development agreement; and

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

SECTION 1. That the development agreement proposed by the staff of the City of San Luis, Arizona attached hereto as Exhibit "A", is hereby approved;

PASSED AND ADOPTED by the Mayor and City Council of the City of San Luis, Arizona, this 21st day of December 2021.

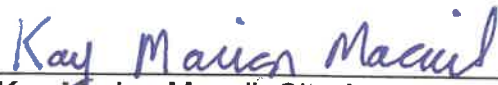
APPROVED:


Africa Luna-Carrasco, Vice-Mayor

ATTEST:


for Sonia Cornelio, Deputy City Clerk
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:


Kay Marion Macuil, City Attorney

LOS MEZQUITES DEVELOPMENT AGREEMENT

21st THIS DEVELOPMENT AGREEMENT (the “**Agreement**”) is entered into as of day of December, 2021 (“**Effective Date**”) by and between the City of San Luis an Arizona municipal corporation (the “**City**”) and Riedel Holdings, AZ LLC, (the “**Owner**”). This Agreement is entered into pursuant to City Resolution Number 2204.

RECITALS

- A. WHEREAS, A.R.S. § 9-500.05 authorizes the City to enter into development agreements with landowners and persons having an interest in real property that is located in the City; and
- B. WHEREAS, Owner, owns real property located in the municipal limits of the City which is legally described on Exhibit 1 (the “**Property**”) and is currently being developed for a commercial shopping center (“**Shopping Center**”) and residential housing (“**Housing**”), and
- C. WHEREAS, Owner has applied for a rezoning and lot split in order to develop the aforementioned Shopping Center and Housing Projects;
- D. WHEREAS, A.R.S. § 9-500.05 provides, in part, that a development agreement can provide for the permitted uses of land; the density and intensity of uses; reservation or dedication of land for public purposes; conditions, terms, restrictions and requirements for public infrastructure; conditions, terms, restrictions and requirements relating to the governing body's intent to form a special taxing district pursuant to title 48; and any other matters relating to the development of the property; and
- E. WHEREAS, the City and Owner desire to enter into an agreement to provide for the rezoning and the splitting of land and provide for the lands future development; and
- F. WHEREAS, the City’s governing body has authorized execution of this Agreement by Resolution No. 2204;

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

DEFINITIONS

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

Agreement shall mean this development agreement.

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

Owner shall mean and refer to Riedel Holdings LLC, and any successor in ownership.

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

ARTICLE 1. DEVELOPMENT PLAN

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

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

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

ARTICLE 2. SPECIAL PROVISIONS FOR DEVELOPMENT

2.1 Dedication of Right of Way. At present time Owners shall dedicate appropriate right-of-way to the City along County 23 ½ Street and Avenue D ½ alignments in accordance with the updated standards for right-of-way as provided by Public Works Department. Dedication of right of way on County 24th shall be 62 feet from center of alignment and 130 feet within 300 feet of the intersection. Dedication of said right-of-way shall occur at such time and in such manner as required by the City in its sole discretion.

2.2 Development of Improvements. At such time that any lot created by City Lot Split Case Number 2021-0387 or any lot within the Rezoning Case No. 2021-0693 is developed, public improvements, including but not limited to streets, roads, retention basins, utility extensions, utility mains, including pumping stations, lift stations, force mains, traffic signalization, and other off-site public improvements will be made pursuant to City standards as may be required by the Public Works Director of City in his sole discretion. The location of such improvements and/or its development is not confined to the lot being developed, but rather may be located on any portion of the entire Property (Exhibit 1) that is the subject of this agreement. Owner agrees to make such

dedications of property as may be needed or necessary for such development in the discretion of the Public Works Director. Such dedications and the development of such improvements as described above shall be a condition of the issuance of any building permit(s) or other use permit(s) for the development of any such lot or portion of such lot.

2.3 Street Lights. At such time that any lot created by City Lot Split Case Number 2021-0387 or any lot within Rezoning Case No. 2021-0693 is developed, the Public Works Director may require, in his sole discretion, that the development of street lights in the public right-of-way is needed or desired, the development of such street lighting in the manner and at the locations as may be determined by the Public Works Director, in his sole discretion, shall be a condition of the issuance of building permit(s) or other use permit(s) for the development of any such lot.

2.4 Residential Development. Developer is requesting Rezoning Case No. 2021-0693 to change Assessor Parcel Number 227-11-004 and portion of parcel 227-11-005 to Medium Density Residential (R1-6) to allow for single-family development. At such time as any portion of the property is developed with single family homes, the development will be of lots no less in size of 6,000 square feet, amending the lot size requirement and removing the minimum home size on Resolution No. 933.

2.5 Traffic Light Contribution. Any development of the property, or portion thereof, and/or the approval of any subdivision plat, be conditioned upon payment to the city the sum of \$260.00 per acre, or any portion of an acre, as a proportionate contribution for a traffic signal at the intersection of County 24th Street and Avenue E.

2.6 Waste Water Treatment Plant. Developer agrees to execute, record, and deliver such agreements, easements, and/or covenants conditions and restrictions that run with the land which is the subject of this development agreement for the benefit of the City of San Luis that will allow the real property of Developer that is the subject of this agreement to be used for fumes or odors from its wastewater treatment operations located at 358 N. Avenue D, and to waive any claims for any damages that might arise from wastewater treatment operations, whatsoever, and agree to indemnify and hold the City of San Luis and its officers, agents, and employees harmless from any and all claims, whatsoever, known or unknown, emanating from wastewater treatment operations including, but not limited to, claims arising from fumes or odors.

2.7 Land Dedication for Park. Owner wishes to donate to the City, and City agrees to accept from Owner, certain land within the Property, containing 5 gross acres of buildable land in addition to the open space requirement. Owner agrees to convey to the City by executing a Deed, free and clear of all liens and encumbrances.

2.8 Covenants Conditions and Restrictions. For any lot developed or to be developed as other than residential development, Owner shall record a covenant, condition and restriction to run with the land prohibiting the development and use of the property as a school, public or private, of any kind nature, or description.

2.9 Special Taxing Districts. Owner agrees to agree to the formation of a street lighting improvement district, a community facilities district and any enhanced municipal district needed.

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

2.11 Buffer. Developer agrees to build an 8 foot cmu wall along the entire property line along the Detention Center and the East Waste Water Treatment Plant. Including as a buffer, a 30 feet wide green area and the residential street, totaling 82 feet.

ARTICLE 3. INDEMNIFICATION

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

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

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

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

ARTICLE 4. MEDIATION AND DEFAULT

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

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. In the event that the parties cannot agree upon the selection of a mediator within seven (7) days, either party may request the presiding judge of the Superior Court of Yuma County to assign a mediator from a list of mediators maintained by the Arizona Municipal Risk Retention Pool.

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, specific performance and the right to perform the obligation(s) of which the defaulting party is in default and to immediately seek reimbursement from the defaulting party of all sums expended in order to cure such default, together with interest on all such sums from the date said sums are expended by the non-defaulting party for the purpose of curing the default to the date such sums are paid in full.

ARTICLE 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 to this Agreement which affects his or her personal interest or

the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested. This agreement is subject to the provisions of A.R.S. §38-511.

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

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

If to the Owner: Nieves Riedel, Riedel Holdings, L.L.C.
 1964 E. Cesar Chavez Blvd., Suite 1
 P O Box 1649
 San Luis, Arizona 85349

or to such other addresses as either party may from time to time designate in writing and deliver in a like manner. Any such change of address notice shall be given at least ten (10) days before the date on which the change is to become effective. Notices given by mail shall be deemed delivered 72 hours following deposit in the United States Postal Service in the manner set forth above.

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 Owner represents and warrants that it is duly formed and validly existing under the laws of the State of Arizona and that it is duly qualified to do business in the State of Arizona and is in good standing

under applicable state laws. The Owner and the City warrant to each other that the individuals executing this Agreement on behalf of their respective parties are authorized and empowered to bind the party on whose behalf each individual is signing. The Owner represents to the City that by entering into this Agreement, the Owner has bound the Property and all persons and entities having any legal or equitable interest therein to the terms of the Agreement.

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

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

6.7. 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.

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

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

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

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

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

6.13. Non-Liability of City Officials and Employees. Except for mandamus and other special actions, no member, official or employee of the City shall be personally liable to Owner, or any successor in interest, in the event of any default or breach by the

City or for any amount that may become due to the Owner or successor, or under any obligation under the terms of this Agreement.

6.14. Employment Eligibility, E-Verify

1. The Owner warrants his compliance with all federal immigration laws and regulations that relate to its employees and its compliance with A.R.S. § 23214, subsection A.
2. A breach of a warranty under paragraph 1 shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of the contract.
3. That the City retains the legal right to inspect the papers of any contractor or subcontractor employee who work on the Agreement to ensure that the contractor or subcontractor is complying with the warranty under paragraph 1.

6.15. Time is of the Essence. Time is of the essence of this agreement.

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

THE CITY OF SAN LUIS,
an Arizona municipal corporation

THE OWNER, Riedel Holding, L.L.C.

By: *A Carrasco*
Vice Mayor
KMM

By: *[Signature]*
Its: President

ATTEST:

By: *[Signature]* Deputy City Clerk
City Clerk

APPROVED AS TO FORM:

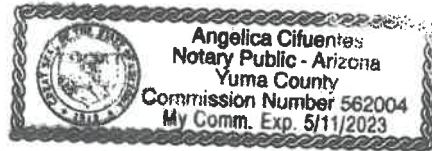
Kay Maureen MacNeil
City Attorney

STATE OF ARIZONA)
) ss.
County of Yuma)

The foregoing instrument was acknowledged before me this 21st day of December 2021, by Africa Luna-Carrasco, Vice-Mayor of the City of San Luis, Arizona, a municipal corporation.

Angelica Cifuentes
Notary Public

My Commission Expires: 05-11-2023



STATE OF ARIZONA)
) ss.
County of Yuma)

The foregoing instrument was acknowledged before me this 22ND day of DECEMBER 2021, by NIEVES RIEDEL, on behalf of Riedel Holdings L.L.C., an Arizona Limited Liability Corporation.

Janet Taylor
Notary Public

My Commission Expires: 09/28/2025

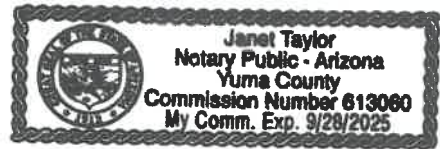
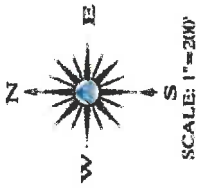


Exhibit 1
Los Mezquites Development Agreement

LOS MEZQUITES SUBDIVISION

DATE OF PREPARATION: NOVEMBER 2021 NUMBER OF LOTS: 897
 MASTER PLAN LAYOUT



Parcel 227-11-005: A portion of the SW¼ of Section 14, Township 11 South Range 24 West. Except road right of way. (108.91 acres)

Parcel 227-11-004: South East ¼ of Section: 11 Township: 11S Range: 24W SE4 EXC THE E 751.25 FT OF N 1449.58 FT & EXC S 660 FT +/- & EXC THE E 1652.78 FT OF THE N 576.11 FT +/- OF S 1185.05 FT +/- (74.64 acres)



PRELIMINARY
 NOT FOR
 CONSTRUCTION



City of San Luis

Planning and Zoning Department

Development Services · GIS · Building Safety · Code Enforcement

July 17, 2023

Najeh Edais
Edais Engineering
3075 S. Avenue 4E
Yuma, Az 85365

Re: Subdivision Case No. 2023-0290P & 2023-0291F Los Mezquites Unit 3 Subdivision

City staff has reviewed the preliminary and final plat for Los Mezquites Unit 3 Subdivision and have the following comments:

City Engineer:

Preliminary and final plat

1. Show Non-Access Easements, Utility Easements and Setbacks.
2. Provide CC&R's and Title Report.

Improvement Plans

1. Provide streetlights along Avenue D-1/2.
2. Call out drainage spillway widths.
3. Submit landscaping plans for retention basin, tracts and Avenue D-1/2 parkway.

Water and Sewer Plans

1. Submit ADEQ permits.

Planning and Zoning Department:

Preliminary and final plat

1. Please revise "Los Mezquites" wording on legal description.
2. Add vicinity or location map on plat.
3. Add 24th Avenue Right-of-Way.
4. Minimum lot size for R1-6 is 6,000 S.F. Lot 563 does not have the minimum size please revise accordingly.
5. Add bearings to lot lines in knuckle that differ from Center Line alignment.
6. Add bearing to NE lot line of Lot 564.
7. Show 1' Non-Access Easement with call out on plan.
8. Show utility easements and setback lines with call outs on plan.
9. "APPROVED" section to be signed by "Vice Mayor" instead of "Mayor".
10. Add "Lot Line" and "Existing Lot" to "LEGEND" section.
11. Adjust signature line accordingly on "DEDICATION" section.
12. Some dimensions on retention Open Area/Retention Basin missing, please add accordingly.
13. Existing Monument on legend to match the ones on plan "COR. THIS SUBD."
14. Is the Existing Monument on Jett Street 40' west from 24th Avenue centerline correct?

Improvement Plans

1. Please submit landscaping plans.
2. Keynote No. 14 revise to current COY Standards or is this a Yuma County Standard?
3. Show fire hydrant street markers on plans.
4. Revise street names all around subdivision so they don't be over curb/sidewalk to be legible.
5. Add dimension for Storm Drain Pipe from centerline.
6. Sheet 1: Curb/Gutter elevations on north of lots 503 and 504 not readable, revise accordingly.
7. Sheet 1: Finish grades for Lots 415 and 444 on Nadine Street are lower than the curb elevation, revise accordingly.
8. Sheet 1: Lot 490 has Finish Grade on top of lot number, revise accordingly throughout subdivision.
9. Sheet 1: Curb/gutter elevation north Lot 490 will prevent stormwater to drain accordingly, please clarify or revise accordingly.
10. Sheet 1: Show concrete spillway width on plans.
11. Sheet 2: Is Curb/Gutter elevation on lot 577 correct? Clarify or revise accordingly.
12. Sheet 2: Lots 597 to 608 seem a little shallow compared to curb elevations. A higher finish grade will ensure correct lot drainage.
13. Sheet 2: Keynote No. 20 on 24th Avenue near entrance of subdivision, clarify or revise accordingly.
14. Sheet 3: Detail B/3 inverts and pipe diameter do not match plans, clarify or revise accordingly.
15. Lot numbers and street slopes could be larger font to be more readable.

Water and sewer plans

1. Sheet 5: On "Construction Keynotes", keynote no. 10 is repeated, please revise accordingly.
2. Sheet 4: Relocate fire hydrant on Lot 556 so it does not interfere with driveway."
3. Show and call out C909 PVC Pipe on plans for Jaxon Street.

Public Works Department:

1. Confirm that visibility triangle are adequate for 24th Avenue (Collector Road).
2. Update traffic study to reflect current planned developments (if needed).
3. Provide more detail on how townhomes sprinkler system would tie on to City water distribution system.

Fire Department:

The City of San Luis Fire Department has no comments at this time but reserves the right to comment upon subsequent submittals. Final decisions regarding this request are best made by the Planning and Zoning Department.

ADOT:

The ADOT Southwest District requests a traffic impact analysis (TIA) be completed that meets the requirements of Section 240 of its traffic guidelines and processes (TGP) available at <https://azdot.gov/node/5274>. The TIA will allow the Department to assess the traffic impacts to the SR 195 & Ave E intersection. SR 195 is a controlled-access facility and no direct access will be permitted.

Yuma County Airport Authority, Inc:

The property is near Rolle Airfield where aviation activity is expected to increase in the future. Residents are likely to experience noise and over flights. The City, public and airport shall be held harmless from effects that may be caused by aviation operations. Additionally, due to the military flight path and close proximity to restricted air space corridors surrounding this area, any development needs to coordinate with the MCAS Yuma Community Planning and Liaison Division for comment. This will alleviate any potential future problems which may adversely affect development or limit the use of that approach into the MCAS Yuma/Yuma International Airport

Please be advised that the comments made here are tentative in nature. Until all documentation, information, and drawings are submitted and approved in final form, and all permits for construction are approved and issued, the City of San Luis reserves the right to make further comments or require further information or submissions. Any construction which occurs prior to issuance of proper permits is occurring in contravention of the ordinances of the City and is occurring at the risk of the Developer.

If you have any questions on these comments, please contact the Planning and Zoning Department at 928-341-8563 extension 2064.

Thank you,

Juan Tejada
Associate Planner



June 19, 2023

SUBDIVISION CASE NUMBER: 2023-0290P & 2023-0291F

CASE SUMMARY: A request by Edais Engineering, on behalf of Riedel Holdings LLC. for the preliminary and final plat review of the Los Mezquites Unit 3 Subdivision. This subdivision will contain 171 residential lots, in approximately 38.87 acres. The lots range in size from 6,000 sf to 11,030 sf, and 1 large lot of 4.65 acres for future Los Mezquites Townhomes. The property is located south of Los Mezquites 2 Subdivision between Avenue E and 24th Avenue. Parcel Number 227-11-393, in San Luis, Arizona.

PUBLIC MEETING: TBD

COMMENTS DUE: July 3, 2023

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 Jtejeda@sanluisaz.gov

Thank you,

Juan Tejeda
Associate Planner

Attachment: Location Map, Preliminary Plat, Final Plat & Improvements

.....
 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. Final decisions regarding this request are best made by the Planning and Zoning Department.

Date:

06/19/2023

Agency:

The City of San Luis Fire Department

Phone:

928/341-8550

Return to: Jtejeda@sanluisaz.gov



June 19, 2023

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Thank you,

Juan Tejeda
Associate Planner

Attachment: Location Map, Preliminary Plat, Final Plat & Improvements

COMMENTS NO COMMENTS

Enter Comments below: The ADOT Southwest District requests a traffic impact analysis (TIA) be completed that meets the requirements of Section 240 of its traffic guidelines and processes (TGP) available at <https://azdot.gov/node/5274>. The TIA will allow the Department to assess the traffic impacts to the SR 195 & Ave E intersection. SR 195 is a controlled-access facility and no direct access will be permitted. Thank you.

Date:
6/28/23

Agency:
ADOT Southwest District

Phone:
(928) 317-2159

Return to: Jtejeda@sanluisaz.gov



PLANNING & ZONING AGENDA ITEM REVIEW FORM

Planning & Zoning Commission Meeting

4. B.

Meeting Date: 08/08/2023

Submitted By: Juan Tejeda, Associate Planner, Planning & Zoning Department

ITEM:

Discussion and possible action on any and all matters regarding Subdivision Case No. 2023-0291F. A request by Edais Engineering Inc., on behalf of Riedel Holdings LLC, for the approval of Los Mezquites Unit 3 final plat. The property is located west of 24th Avenue and south of Los Mezquites Unit 2 Subdivision in San Luis, Arizona.

A. Staff Presentation

B. Action on Subdivision Case No. 2023-0291F

SUMMARY:

This subdivision will contain approximately 38.87 acres and will consist of 171 residential lots and 1 large lot designated for future Los Mezquites Townhomes development. The residential lots range in size from approximately 6,000 square feet to 11,000 square feet. Assessor's Parcel Number 227-11-393.

A development agreement was approved on the 21st of December 2021, by Resolution No. 2204, the term of the development agreement is for five (5) years.

GENERAL PLAN:

City Council approved Minor Amendment Case No. 2022-0711 changing the land use from Commercial (C) designation to Medium Density Residential (MDR) for the remaining 8.9 acres of said parcel. The Minor Amendment allowed the applicant to rezone said 8.9 acres to R1-6 (Rezoning Case No. 2023-0007).

The applicant has provided the information and materials necessary for the review of the final plat for Los Mezquites Unit 3 Subdivision.

STAFF RECOMMENDATION:

Staff recommends approval of Subdivision Case No. 2023-0291F with the following conditions:

1. Applicant must address comments from Comment Letter dated 7-17-2023
2. Developer must comply with the approved development agreement.
3. Landscaping plans shall be submitted prior to presenting this item to City Council.

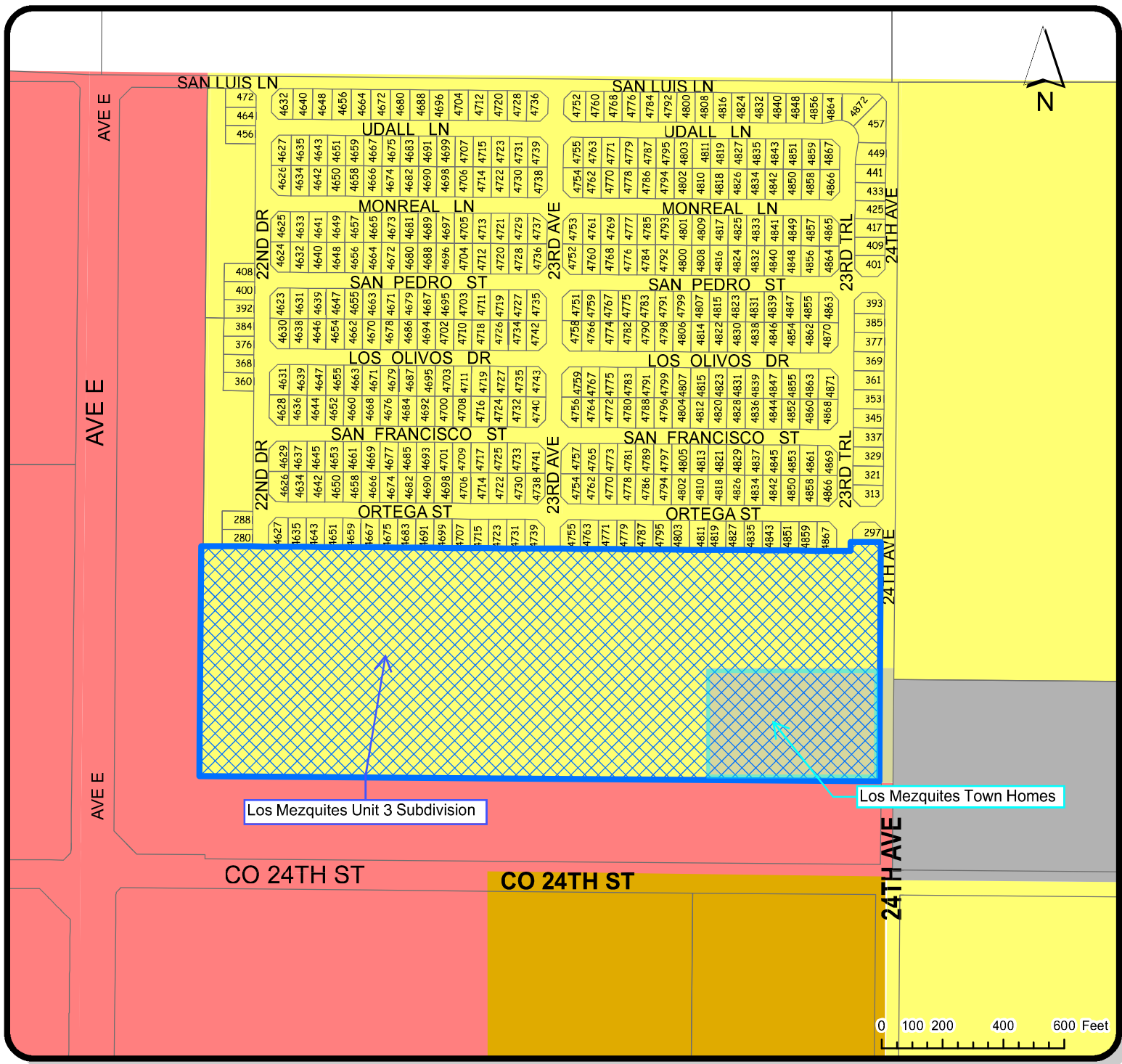
RECOMMENDED MOTION:

I MOVE TO FORWARD SUBDIVISION CASE NO. 2023-0291F TO THE CITY COUNCIL WITH THE RECOMMENDATION OF APPROVAL WITH CONDITIONS AS PRESENTED BY STAFF.

Attachments

Location Map

Final Plat
Development Agreement
Comment Letter 7-17-2023
Fire Department Comments
ADOT Comments












LOCATION OF SUBJECT PROPERTY

 Assessor's Parcel Number:
22711393

 Subdivision Location

LOCATION MAP

- Zoning**
-  SINGLE RESIDENCE ZONING DISTRICTS
 -  R1-6
 -  MULTIPLE RESIDENCE ZONING DISTRICTS
 -  R-2
 -  R-3
 -  COMMERCIAL ZONING DISTRICTS
 -  C-2
 -  INDUSTRIAL ZONING DISTRICTS
 -  I-1

SUBDIVISION

CASE #
2023-0290P
2023-0291F

DATE:
6/9/2023

CHECKED BY:
JUAN TEJEDA

PLANNING & ZONING



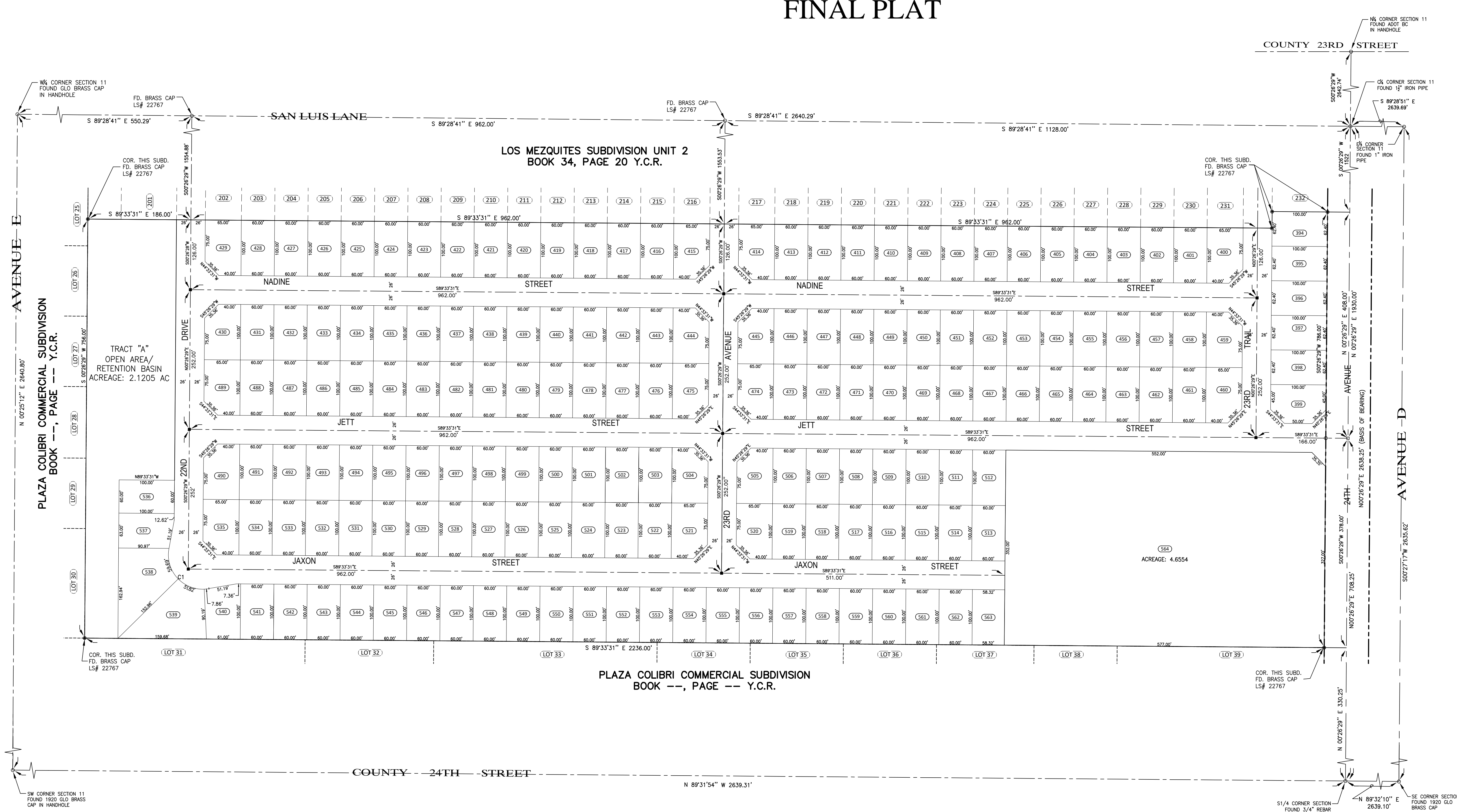
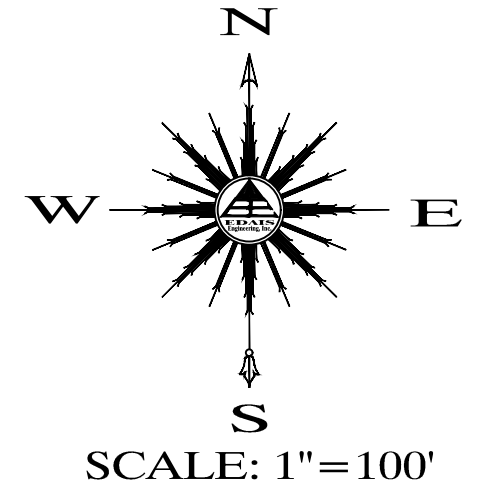
GIS

CREATED BY:
ISAAC GUTIERREZ

APPROVED BY:
JOSE A. GUZMAN

LOS MEZQUITES SUBDIVISION UNIT 3

A SUBDIVISION OF LOT 393 OF THE LOS MEZQUITES SUBDIVISION UNIT 2 AS RECORDED IN BOOK 34 OF PLATS,
PAGE 20, YUMA COUNTY RECORDERS OFFICE, YUMA COUNTY, ARIZONA
BEING A PORTION OF THE N 1/2 OF THE SW 1/4 OF SECTION 11, T11S, R24W, G.&S.R.B.&M., YUMA COUNTY, ARIZONA
DATE OF PREPARATION: MAY 2023 NUMBER LOTS: 171 ACREAGE: 38.8754 ACRES
FINAL PLAT



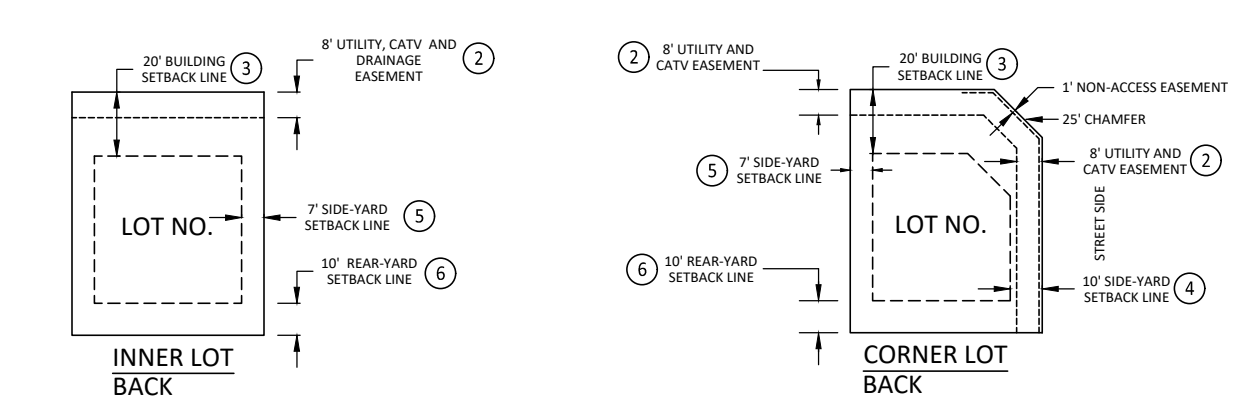
LEGEND

- CENTERLINE / SECTION LINE
- RIGHT OF WAY LINE
- SETBACK LINE
- - - EASEMENT LINE (TYPE AS SHOWN)
- ① NEW LOT NUMBER
- NEW STREET MONUMENT CITY OF YUMA STD DETAIL No. 4-030
- EXISTING MONUMENT (TYPE AS NOTED)
- RIGHT OF WAY
- NON ACCESS EASEMENT
- PUBLIC UTILITY EASEMENT
- ASSESSOR'S PARCEL NUMBER
- BK
- PG
- YCR

KEYNOTES

- ① NEW 1' NON-ACCESS EASEMENT
- ② NEW 8' PUE (PUBLIC UTILITY EASEMENT)
- ③ NEW 20' FRONT YARD SETBACK LINE
- ④ NEW 10' STREET SIDE YARD SETBACK LINE
- ⑤ NEW 7' SIDE YARD SETBACK LINE
- ⑥ NEW 10' REAR YARD SETBACK LINE

TYP. LOT LAYOUT



CURVE TABLE

CURVE	DELTA	CHORD DIRECTION	CHORD	TANGENT	RADIUS	LENGTH
C1	110°19'04"	N44°33'31"W	101.77	89.07	62.00	119.37

RESTRICTIVE COVENANTS

HAVE BEEN RECORDED CONCURRENTLY AND ARE A PART OF THIS PLAT

OPEN SPACE

MIN. OPEN SPACE REQUIRED = (34.22 AC) X 5% = 1.711 AC
OPEN SPACE PROVIDED = 2.1205 AC

SUBDIVIDER/OWNER

RIEDEL HOLDINGS, LLC
1910 JUAN SANCHEZ BLVD
P.O. BOX 1649
SAN LUIS, AZ 85349
(928) 627-8593

SURVEYOR'S CERTIFICATE

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

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT RIEDEL HOLDINGS, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER HAS THIS THE ___ DAY OF _____ 2023, CAUSED A PORTION OF THE N1/2 OF THE SW1/4 OF SECTION 11, T11S, R24W, G. & S. R. B. & M. YUMA COUNTY, ARIZONA, AS PLATTED HEREON, TO BE SUBDIVIDED INTO LOTS, TRACT & STREETS UNDER THE NAME OF "LOS MEZQUITES SUBDIVISION UNIT 3" AND HEREBY DECLARES THAT THE ACCOMPANYING PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS AND STREETS, CONSTITUTING SAID "LOS MEZQUITES SUBDIVISION UNIT 3" AND THAT EACH LOT SHALL BE KNOWN BY THE NUMBER, THE TRACT BY THE LETTER AND THE STREETS BY THE NAME GIVEN EACH RESPECTIVELY ON SAID PLAT;

AND THAT RIEDEL HOLDINGS, L.L.C., AS OWNER, HEREBY DEDICATES THE STREETS SHOWN HEREON TO THE CITY OF SAN LUIS FOR ITS USE AND BENEFIT, AND THAT THE EASEMENTS ARE DEDICATED FOR THE USES SHOWN AND DEFINED ON SAID PLAT AND AS SET FORTH IN THE DECLARATION OF RESERVATIONS, COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED CONCURRENTLY HEREWITH. TRACT "A" IS DEDICATED TO THE CITY OF SAN LUIS FOR USE AS STORM WATER RETENTION BASIN AND COMPATIBLE RECREATIONAL USES. THE EASEMENTS ARE DEDICATED FOR THE PURPOSE SHOWN HEREON. A THREE FOOT NON-CONSTRUCTION AND NO OBSTRUCTION EASEMENT FROM THE FURTHER PROJECTION ON ANY SIDE OF ALL FIRE HYDRANTS; A TWELVE INCH NON-CONSTRUCTION AND NO OBSTRUCTION EASEMENT AROUND WATER METERS; AND 24 INCH NON-CONSTRUCTION AND NO OBSTRUCTION EASEMENT FOR STREET LIGHTS IS HEREBY GRANTED.

IN WITNESS WHEREOF: RIEDEL HOLDINGS, L.L.C., HAS CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE SIGNATURE OF NIEVES GARCIA RIEDEL, AS MEMBER, THEREUNTO DULY AUTHORIZED ON THIS THE ___ DAY OF _____ 2023.

BY: NIEVES GARCIA RIEDEL, MEMBER RIEDEL HOLDINGS, L.L.C.

ACKNOWLEDGMENT

STATE OF ARIZONA)
> SS
COUNTY OF YUMA)

ON THIS THE ___ DAY OF _____ 2023 BEFORE ME, THE UNDERSIGNED OFFICER PERSONALLY APPEARED, NIEVES GARCIA RIEDEL, WHO ACKNOWLEDGED HERSELF TO BE MEMBER OF RIEDEL HOLDINGS, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AND SHE AS SUCH OFFICER BEING AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED, BY SIGNING THE NAME OF THE LIMITED LIABILITY COMPANY BY HERSELF, AS SUCH OFFICER.

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

BY: _____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

BASIS OF BEARING

THE MID-SECTION LINE OF SECTION 11, T11S, R24W, G.&S.R.B.&M., YUMA COUNTY, ARIZONA, AS SHOWN ON DKT. 1848, PAGE 711, YUMA COUNTY RECORDERS OFFICE, YUMA COUNTY, ARIZONA.
BEARING N 00°26'29" E

APPROVED

STATE OF ARIZONA)
> SS
CITY OF SAN LUIS)

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

MAYOR _____ DATE _____

CITY MANAGER _____ DATE _____

DIRECTOR OF PLANNING AND ZONING DEPARTMENT _____ DATE _____

CITY ENGINEER _____ DATE _____

CITY PUBLIC WORKS DIRECTOR _____ DATE _____

LOT AREAS

LOT	AREA	LOT	AREA	LOT	AREA	LOT	AREA	LOT	AREA	LOT	AREA
384	6240.00 SF	419	8000.00 SF	444	6187.50 SF	469	6000.00 SF	494	6000.00 SF	519	6000.00 SF
385	6240.00 SF	420	8000.00 SF	445	6187.50 SF	470	6000.00 SF	495	6000.00 SF	520	6187.50 SF
386	6240.00 SF	421	8000.00 SF	446	6000.00 SF	471	6000.00 SF	496	6000.00 SF	521	6187.50 SF
387	6240.00 SF	422	8000.00 SF	447	6000.00 SF	472	6000.00 SF	497	6000.00 SF	522	6000.00 SF
388	6240.00 SF	423	8000.00 SF	448	6000.00 SF	473	6000.00 SF	498	6000.00 SF	523	6000.00 SF
389	6240.00 SF	424	8000.00 SF	449	6000.00 SF	474	6187.50 SF	499	6000.00 SF	524	6000.00 SF
400	6187.50 SF	425	8000.00 SF	450	6000.00 SF	475	6187.50 SF	500	6000.00 SF	525	6000.00 SF
401	6000.00 SF	426	8000.00 SF	451	6000.00 SF	476	6000.00 SF	501	6000.00 SF	526	6000.00 SF
402	6000.00 SF	427	8000.00 SF	452	6000.00 SF	477	6000.00 SF	502	6000.00 SF	527	6000.00 SF
403	6000.00 SF	428	8000.00 SF	453	6000.00 SF	478	6000.00 SF	503	6000.00 SF	528	6000.00 SF
404	6000.00 SF	429	8187.50 SF	454	6000.00 SF	479	6000.00 SF	504	6187.50 SF	529	6000.00 SF
405	6000.00 SF	430	8187.50 SF	455	6000.00 SF	480	6000.00 SF	505	6187.50 SF	530	6000.00 SF
406	6000.00 SF	431	8000.00 SF	456	6000.00 SF	481	6000.00 SF	506	6000.00 SF	531	6000.00 SF
407	6000.00 SF	432	8000.00 SF	457	6000.00 SF	482	6000.00 SF	507	6000.00 SF	532	6000.00 SF
408	6000.00 SF	433	8000.00 SF	458	6000.00 SF	483	6000.00 SF	508	6000.00 SF	533	6000.00 SF
409	6000.00 SF	434	8000.00 SF	459	6187.50 SF	484	6000.00 SF	509	6000.00 SF	534	6000.00 SF
410	6000.00 SF	435	8000.00 SF	460	6187.50 SF	485	6000.00 SF	510	6000.00 SF	535	6187.50 SF
411	6000.00 SF	436	8000.00 SF	461	6000.00 SF	486	6000.00 SF	511	6000.00 SF	536	6000.00 SF
412	6000.00 SF	437	8000.00 SF	462	6000.00 SF	487	6000.00 SF	512	6000.00 SF	537	6072.50 SF
413	6000.00 SF	438	8000.00 SF	463	8000.00 SF	488	6000.00 SF	513	6000.00 SF	538	11035.17 SF
414	6187.50 SF	439	8000.00 SF	464	6000.00 SF	489	6187.50 SF	514	6000.00 SF	539	1029.12 SF
415	6187.50 SF	440	8000.00 SF	465	6000.00 SF	490	6187.50 SF	515	6000.00 SF	540	6048.09 SF
416	6000.00 SF	441	8000.00 SF	466	6000.00 SF	491	6000.00 SF	516	6000.00 SF	541	6000.00 SF
417	6000.00 SF	442	8000.00 SF	467	6000.00 SF	492	6000.00 SF	517	6000.00 SF	542	6000.00 SF
418	6000.00 SF	443	8000.00 SF	468	6000.00 SF	493	6000.00 SF	518	6000.00 SF	543	6000.00 SF

JUAN N. LOMELI R.L.S. No. 22767

PREPARED BY:

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

CONFORMED COPY
2021-47097 RESOLUTION
12/22/2021 09:51:20 AM Pages: 13 Fees: \$15.00
Requested By: CITY OF SAN LUIS
Recorded By: arios
Robyn Stallworth Poudre County Recorder, YUMA County AZ

WHEN RECORDED MAIL TO:

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

The above area is to be reserved for recording information

CAPTION HEADING:

Resolution
Resolution No. 2204
Riedel Holdings, L.L.C.
Los Mezquites Development Agreement



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

NO. 2204

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA AUTHORIZING AND DIRECTING THE ENTERING INTO A DEVELOPMENT AGREEMENT DEVELOPMENT BETWEEN THE CITY OF SAN LUIS, ARIZONA AND RIEDEL HOLDINGS, AZ LLC.

WHEREAS, Nieves Riedel, Riedel Holdings, L.L.C.; Owner, desires to enter into a development agreement for Los Mezquites project to be located in San Luis, Arizona; and

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

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

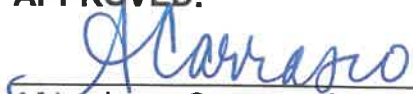
WHEREAS, the applicant and the city staff agreed to all matters in the City's proposed development agreement; and

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

SECTION 1. That the development agreement proposed by the staff of the City of San Luis, Arizona attached hereto as Exhibit "A", is hereby approved;

PASSED AND ADOPTED by the Mayor and City Council of the City of San Luis, Arizona, this 21st day of December 2021.

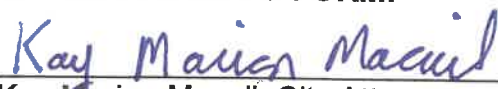
APPROVED:


Africa Luna-Carrasco, Vice-Mayor

ATTEST:


for Sonia Cornelio, Deputy City Clerk
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:


Kay Marion Macuil, City Attorney

LOS MEZQUITES DEVELOPMENT AGREEMENT

21st THIS DEVELOPMENT AGREEMENT (the “**Agreement**”) is entered into as of day of December, 2021 (“**Effective Date**”) by and between the City of San Luis an Arizona municipal corporation (the “**City**”) and Riedel Holdings, AZ LLC, (the “**Owner**”). This Agreement is entered into pursuant to City Resolution Number 2204.

RECITALS

- A. WHEREAS, A.R.S. § 9-500.05 authorizes the City to enter into development agreements with landowners and persons having an interest in real property that is located in the City; and
- B. WHEREAS, Owner, owns real property located in the municipal limits of the City which is legally described on Exhibit 1 (the “**Property**”) and is currently being developed for a commercial shopping center (“**Shopping Center**”) and residential housing (“**Housing**”), and
- C. WHEREAS, Owner has applied for a rezoning and lot split in order to develop the aforementioned Shopping Center and Housing Projects;
- D. WHEREAS, A.R.S. § 9-500.05 provides, in part, that a development agreement can provide for the permitted uses of land; the density and intensity of uses; reservation or dedication of land for public purposes; conditions, terms, restrictions and requirements for public infrastructure; conditions, terms, restrictions and requirements relating to the governing body's intent to form a special taxing district pursuant to title 48; and any other matters relating to the development of the property; and
- E. WHEREAS, the City and Owner desire to enter into an agreement to provide for the rezoning and the splitting of land and provide for the lands future development; and
- F. WHEREAS, the City’s governing body has authorized execution of this Agreement by Resolution No. 2204;

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

DEFINITIONS

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

Agreement shall mean this development agreement.

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

Owner shall mean and refer to Riedel Holdings LLC, and any successor in ownership.

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

ARTICLE 1. DEVELOPMENT PLAN

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

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

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

ARTICLE 2. SPECIAL PROVISIONS FOR DEVELOPMENT

2.1 Dedication of Right of Way. At present time Owners shall dedicate appropriate right-of-way to the City along County 23 ½ Street and Avenue D ½ alignments in accordance with the updated standards for right-of-way as provided by Public Works Department. Dedication of right of way on County 24th shall be 62 feet from center of alignment and 130 feet within 300 feet of the intersection. Dedication of said right-of-way shall occur at such time and in such manner as required by the City in its sole discretion.

2.2 Development of Improvements. At such time that any lot created by City Lot Split Case Number 2021-0387 or any lot within the Rezoning Case No. 2021-0693 is developed, public improvements, including but not limited to streets, roads, retention basins, utility extensions, utility mains, including pumping stations, lift stations, force mains, traffic signalization, and other off-site public improvements will be made pursuant to City standards as may be required by the Public Works Director of City in his sole discretion. The location of such improvements and/or its development is not confined to the lot being developed, but rather may be located on any portion of the entire Property (Exhibit 1) that is the subject of this agreement. Owner agrees to make such

dedications of property as may be needed or necessary for such development in the discretion of the Public Works Director. Such dedications and the development of such improvements as described above shall be a condition of the issuance of any building permit(s) or other use permit(s) for the development of any such lot or portion of such lot.

2.3 Street Lights. At such time that any lot created by City Lot Split Case Number 2021-0387 or any lot within Rezoning Case No. 2021-0693 is developed, the Public Works Director may require, in his sole discretion, that the development of street lights in the public right-of-way is needed or desired, the development of such street lighting in the manner and at the locations as may be determined by the Public Works Director, in his sole discretion, shall be a condition of the issuance of building permit(s) or other use permit(s) for the development of any such lot.

2.4 Residential Development. Developer is requesting Rezoning Case No. 2021-0693 to change Assessor Parcel Number 227-11-004 and portion of parcel 227-11-005 to Medium Density Residential (R1-6) to allow for single-family development. At such time as any portion of the property is developed with single family homes, the development will be of lots no less in size of 6,000 square feet, amending the lot size requirement and removing the minimum home size on Resolution No. 933.

2.5 Traffic Light Contribution. Any development of the property, or portion thereof, and/or the approval of any subdivision plat, be conditioned upon payment to the city the sum of \$260.00 per acre, or any portion of an acre, as a proportionate contribution for a traffic signal at the intersection of County 24th Street and Avenue E.

2.6 Waste Water Treatment Plant. Developer agrees to execute, record, and deliver such agreements, easements, and/or covenants conditions and restrictions that run with the land which is the subject of this development agreement for the benefit of the City of San Luis that will allow the real property of Developer that is the subject of this agreement to be used for fumes or odors from its wastewater treatment operations located at 358 N. Avenue D, and to waive any claims for any damages that might arise from wastewater treatment operations, whatsoever, and agree to indemnify and hold the City of San Luis and its officers, agents, and employees harmless from any and all claims, whatsoever, known or unknown, emanating from wastewater treatment operations including, but not limited to, claims arising from fumes or odors.

2.7 Land Dedication for Park. Owner wishes to donate to the City, and City agrees to accept from Owner, certain land within the Property, containing 5 gross acres of buildable land in addition to the open space requirement. Owner agrees to convey to the City by executing a Deed, free and clear of all liens and encumbrances.

2.8 Covenants Conditions and Restrictions. For any lot developed or to be developed as other than residential development, Owner shall record a covenant, condition and restriction to run with the land prohibiting the development and use of the property as a school, public or private, of any kind nature, or description.

2.9 Special Taxing Districts. Owner agrees to agree to the formation of a street lighting improvement district, a community facilities district and any enhanced municipal district needed.

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

2.11 Buffer. Developer agrees to build an 8 foot cmu wall along the entire property line along the Detention Center and the East Waste Water Treatment Plant. Including as a buffer, a 30 feet wide green area and the residential street, totaling 82 feet.

ARTICLE 3. INDEMNIFICATION

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

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

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

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

ARTICLE 4. MEDIATION AND DEFAULT

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

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. In the event that the parties cannot agree upon the selection of a mediator within seven (7) days, either party may request the presiding judge of the Superior Court of Yuma County to assign a mediator from a list of mediators maintained by the Arizona Municipal Risk Retention Pool.

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, specific performance and the right to perform the obligation(s) of which the defaulting party is in default and to immediately seek reimbursement from the defaulting party of all sums expended in order to cure such default, together with interest on all such sums from the date said sums are expended by the non-defaulting party for the purpose of curing the default to the date such sums are paid in full.

ARTICLE 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 to this Agreement which affects his or her personal interest or

the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested. This agreement is subject to the provisions of A.R.S. §38-511.

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

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

If to the Owner: Nieves Riedel, Riedel Holdings, L.L.C.
 1964 E. Cesar Chavez Blvd., Suite 1
 P O Box 1649
 San Luis, Arizona 85349

or to such other addresses as either party may from time to time designate in writing and deliver in a like manner. Any such change of address notice shall be given at least ten (10) days before the date on which the change is to become effective. Notices given by mail shall be deemed delivered 72 hours following deposit in the United States Postal Service in the manner set forth above.

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 Owner represents and warrants that it is duly formed and validly existing under the laws of the State of Arizona and that it is duly qualified to do business in the State of Arizona and is in good standing

under applicable state laws. The Owner and the City warrant to each other that the individuals executing this Agreement on behalf of their respective parties are authorized and empowered to bind the party on whose behalf each individual is signing. The Owner represents to the City that by entering into this Agreement, the Owner has bound the Property and all persons and entities having any legal or equitable interest therein to the terms of the Agreement.

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

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

6.7. 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.

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

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

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

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

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

6.13. Non-Liability of City Officials and Employees. Except for mandamus and other special actions, no member, official or employee of the City shall be personally liable to Owner, or any successor in interest, in the event of any default or breach by the

City or for any amount that may become due to the Owner or successor, or under any obligation under the terms of this Agreement.

6.14. Employment Eligibility, E-Verify

1. The Owner warrants his compliance with all federal immigration laws and regulations that relate to its employees and its compliance with A.R.S. § 23214, subsection A.
2. A breach of a warranty under paragraph 1 shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of the contract.
3. That the City retains the legal right to inspect the papers of any contractor or subcontractor employee who work on the Agreement to ensure that the contractor or subcontractor is complying with the warranty under paragraph 1.

6.15. Time is of the Essence. Time is of the essence of this agreement.

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

THE CITY OF SAN LUIS,
an Arizona municipal corporation

THE OWNER, Riedel Holding, L.L.C.

By: *A Carrasco*
Vice Mayor
KMM

By: *[Signature]*
Its: President

ATTEST:

By: *[Signature]* Deputy City Clerk
City Clerk

APPROVED AS TO FORM:

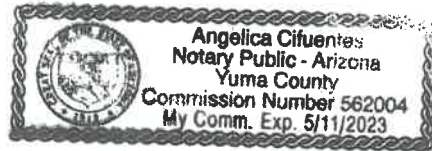
Kay Mauren Macuil
City Attorney

STATE OF ARIZONA)
) ss.
County of Yuma)

The foregoing instrument was acknowledged before me this 21st day of December 2021, by Africa Luna-Carrasco, Vice-Mayor of the City of San Luis, Arizona, a municipal corporation.

Angelica Cifuentes
Notary Public

My Commission Expires: 05-11-2023



STATE OF ARIZONA)
) ss.
County of Yuma)

The foregoing instrument was acknowledged before me this 22ND day of DECEMBER 2021, by NIEVES RIEDEL, on behalf of Riedel Holdings L.L.C., an Arizona Limited Liability Corporation.

Janet Taylor
Notary Public

My Commission Expires: 09/28/2025

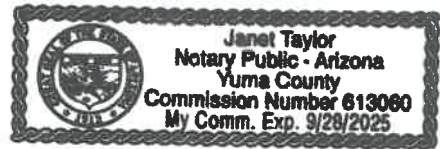
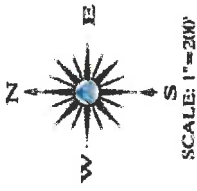


Exhibit 1
Los Mezquites Development Agreement

LOS MEZQUITES SUBDIVISION

DATE OF PREPARATION: NOVEMBER 2021 NUMBER OF LOTS: 897
 MASTER PLAN LAYOUT



Parcel 227-11-005: A portion of the SW¼ of Section 14, Township 11 South Range 24 West. Except road right of way. (108.91 acres)

Parcel 227-11-004: South East ¼ of Section: 11 Township: 11S Range: 24W SE4 EXC THE E 751.25 FT OF N 1449.58 FT & EXC S 660 FT +/- & EXC THE E 1652.78 FT OF THE N 576.11 FT +/- OF S 1185.05 FT +/- (74.64 acres)



PRELIMINARY
 NOT FOR
 CONSTRUCTION



City of San Luis

Planning and Zoning Department

Development Services · GIS · Building Safety · Code Enforcement

July 17, 2023

Najeh Edais
Edais Engineering
3075 S. Avenue 4E
Yuma, Az 85365

Re: Subdivision Case No. 2023-0290P & 2023-0291F Los Mezquites Unit 3 Subdivision

City staff has reviewed the preliminary and final plat for Los Mezquites Unit 3 Subdivision and have the following comments:

City Engineer:

Preliminary and final plat

1. Show Non-Access Easements, Utility Easements and Setbacks.
2. Provide CC&R's and Title Report.

Improvement Plans

1. Provide streetlights along Avenue D-1/2.
2. Call out drainage spillway widths.
3. Submit landscaping plans for retention basin, tracts and Avenue D-1/2 parkway.

Water and Sewer Plans

1. Submit ADEQ permits.

Planning and Zoning Department:

Preliminary and final plat

1. Please revise "Los Mezquites" wording on legal description.
2. Add vicinity or location map on plat.
3. Add 24th Avenue Right-of-Way.
4. Minimum lot size for R1-6 is 6,000 S.F. Lot 563 does not have the minimum size please revise accordingly.
5. Add bearings to lot lines in knuckle that differ from Center Line alignment.
6. Add bearing to NE lot line of Lot 564.
7. Show 1' Non-Access Easement with call out on plan.
8. Show utility easements and setback lines with call outs on plan.
9. "APPROVED" section to be signed by "Vice Mayor" instead of "Mayor".
10. Add "Lot Line" and "Existing Lot" to "LEGEND" section.
11. Adjust signature line accordingly on "DEDICATION" section.
12. Some dimensions on retention Open Area/Retention Basin missing, please add accordingly.
13. Existing Monument on legend to match the ones on plan "COR. THIS SUBD."
14. Is the Existing Monument on Jett Street 40' west from 24th Avenue centerline correct?

Improvement Plans

1. Please submit landscaping plans.
2. Keynote No. 14 revise to current COY Standards or is this a Yuma County Standard?
3. Show fire hydrant street markers on plans.
4. Revise street names all around subdivision so they don't be over curb/sidewalk to be legible.
5. Add dimension for Storm Drain Pipe from centerline.
6. Sheet 1: Curb/Gutter elevations on north of lots 503 and 504 not readable, revise accordingly.
7. Sheet 1: Finish grades for Lots 415 and 444 on Nadine Street are lower than the curb elevation, revise accordingly.
8. Sheet 1: Lot 490 has Finish Grade on top of lot number, revise accordingly throughout subdivision.
9. Sheet 1: Curb/gutter elevation north Lot 490 will prevent stormwater to drain accordingly, please clarify or revise accordingly.
10. Sheet 1: Show concrete spillway width on plans.
11. Sheet 2: Is Curb/Gutter elevation on lot 577 correct? Clarify or revise accordingly.
12. Sheet 2: Lots 597 to 608 seem a little shallow compared to curb elevations. A higher finish grade will ensure correct lot drainage.
13. Sheet 2: Keynote No. 20 on 24th Avenue near entrance of subdivision, clarify or revise accordingly.
14. Sheet 3: Detail B/3 inverts and pipe diameter do not match plans, clarify or revise accordingly.
15. Lot numbers and street slopes could be larger font to be more readable.

Water and sewer plans

1. Sheet 5: On "Construction Keynotes", keynote no. 10 is repeated, please revise accordingly.
2. Sheet 4: Relocate fire hydrant on Lot 556 so it does not interfere with driveway."
3. Show and call out C909 PVC Pipe on plans for Jaxon Street.

Public Works Department:

1. Confirm that visibility triangle are adequate for 24th Avenue (Collector Road).
2. Update traffic study to reflect current planned developments (if needed).
3. Provide more detail on how townhomes sprinkler system would tie on to City water distribution system.

Fire Department:

The City of San Luis Fire Department has no comments at this time but reserves the right to comment upon subsequent submittals. Final decisions regarding this request are best made by the Planning and Zoning Department.

ADOT:

The ADOT Southwest District requests a traffic impact analysis (TIA) be completed that meets the requirements of Section 240 of its traffic guidelines and processes (TGP) available at <https://azdot.gov/node/5274>. The TIA will allow the Department to assess the traffic impacts to the SR 195 & Ave E intersection. SR 195 is a controlled-access facility and no direct access will be permitted.

Yuma County Airport Authority, Inc:

The property is near Rolle Airfield where aviation activity is expected to increase in the future. Residents are likely to experience noise and over flights. The City, public and airport shall be held harmless from effects that may be caused by aviation operations. Additionally, due to the military flight path and close proximity to restricted air space corridors surrounding this area, any development needs to coordinate with the MCAS Yuma Community Planning and Liaison Division for comment. This will alleviate any potential future problems which may adversely affect development or limit the use of that approach into the MCAS Yuma/Yuma International Airport

Please be advised that the comments made here are tentative in nature. Until all documentation, information, and drawings are submitted and approved in final form, and all permits for construction are approved and issued, the City of San Luis reserves the right to make further comments or require further information or submissions. Any construction which occurs prior to issuance of proper permits is occurring in contravention of the ordinances of the City and is occurring at the risk of the Developer.

If you have any questions on these comments, please contact the Planning and Zoning Department at 928-341-8563 extension 2064.

Thank you,

Juan Tejada
Associate Planner



June 19, 2023

SUBDIVISION CASE NUMBER: 2023-0290P & 2023-0291F

CASE SUMMARY: A request by Edais Engineering, on behalf of Riedel Holdings LLC. for the preliminary and final plat review of the Los Mezquites Unit 3 Subdivision. This subdivision will contain 171 residential lots, in approximately 38.87 acres. The lots range in size from 6,000 sf to 11,030 sf, and 1 large lot of 4.65 acres for future Los Mezquites Townhomes. The property is located south of Los Mezquites 2 Subdivision between Avenue E and 24th Avenue. Parcel Number 227-11-393, in San Luis, Arizona.

PUBLIC MEETING: TBD

COMMENTS DUE: July 3, 2023

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 Jtejeda@sanluisaz.gov

Thank you,

Juan Tejeda
Associate Planner

Attachment: Location Map, Preliminary Plat, Final Plat & Improvements

.....
 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. Final decisions regarding this request are best made by the Planning and Zoning Department.

Date:

06/19/2023

Agency:

The City of San Luis Fire Department

Phone:

928/341-8550

Return to: Jtejeda@sanluisaz.gov



June 19, 2023

SUBDIVISION CASE NUMBER: 2023-0290P & 2023-0291F

CASE SUMMARY: A request by Edais Engineering, on behalf of Riedel Holdings LLC. for the preliminary and final plat review of the Los Mezquites Unit 3 Subdivision. This subdivision will contain 171 residential lots, in approximately 38.87 acres. The lots range in size from 6,000 sf to 11,030 sf, and 1 large lot of 4.65 acres for future Los Mezquites Townhomes. The property is located south of Los Mezquites 2 Subdivision between Avenue E and 24th Avenue. Parcel Number 227-11-393, in San Luis, Arizona.

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Thank you,

Juan Tejeda
Associate Planner

Attachment: Location Map, Preliminary Plat, Final Plat & Improvements

COMMENTS NO COMMENTS

Enter Comments below: The ADOT Southwest District requests a traffic impact analysis (TIA) be completed that meets the requirements of Section 240 of its traffic guidelines and processes (TGP) available at <https://azdot.gov/node/5274>. The TIA will allow the Department to assess the traffic impacts to the SR 195 & Ave E intersection. SR 195 is a controlled-access facility and no direct access will be permitted. Thank you.

Date:

6/28/23

Agency:

ADOT Southwest District

Phone:

(928) 317-2159

Return to: Jtejeda@sanluisaz.gov



PLANNING & ZONING AGENDA ITEM REVIEW FORM

Planning & Zoning Commission Meeting

4. C.

Meeting Date: 08/08/2023

Submitted By: Juan Tejeda, Associate Planner, Planning & Zoning Department

ITEM:

Discussion and possible action on any and all matters regarding Subdivision Case No. 2023-0294P. A request by Edais Engineering Inc., on behalf of Riedel Holdings LLC, for the approval of Los Mezquites Townhomes preliminary plat. The property is located west of 24th Avenue and south of Los Mezquites Unit 2 Subdivision in San Luis, Arizona.

A. Staff Presentation

B. Action on Subdivision Case No. 2023-0294P

SUMMARY:

In March 8, 2023 City Council approved Rezoning Case No. 2022-0693 which rezoned a portion of Assessors Parcel Number 227-11-393 to Medium-High Density Residential (R-2). Medium-High Density Residential (R-2) allows the applicant to increase the residential density with smaller size lots.

Los Mezquites Townhomes is a subdivision of lot 564 of Los Mezquites Unit 3 subdivision. This subdivision will contain approximately 4.65 acres and will consist of 46 residential lots and 4 tracts. The residential lots range in size from approximately 2,900 square feet to 5,600 square feet.

The applicant has provided the information and materials necessary for the review of the preliminary plat for Los Mezquites Townhomes Subdivision.

STAFF RECOMMENDATION:

Staff recommends approval of Subdivision Case No. 2023-0294P with the following conditions:

1. Applicant must address comments from Comment Letter dated 7-17-2023.
2. Landscaping plans shall be submitted prior to presenting this item to City Council.
3. Developer must comply with the approved development agreement.
4. Los Mezquites Unit 3 subdivision plat needs to be approved and recorded prior to presenting this item to City Council.

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

RECOMMENDED MOTION:

I MOVE TO APPROVE SUBDIVISION CASE NO. 2023-0294P PRELIMINARY PLAT FOR LOS MEZQUITES TOWNHOMES WITH CONDITIONS AS RECOMMENDED BY STAFF.

Attachments

Location Map

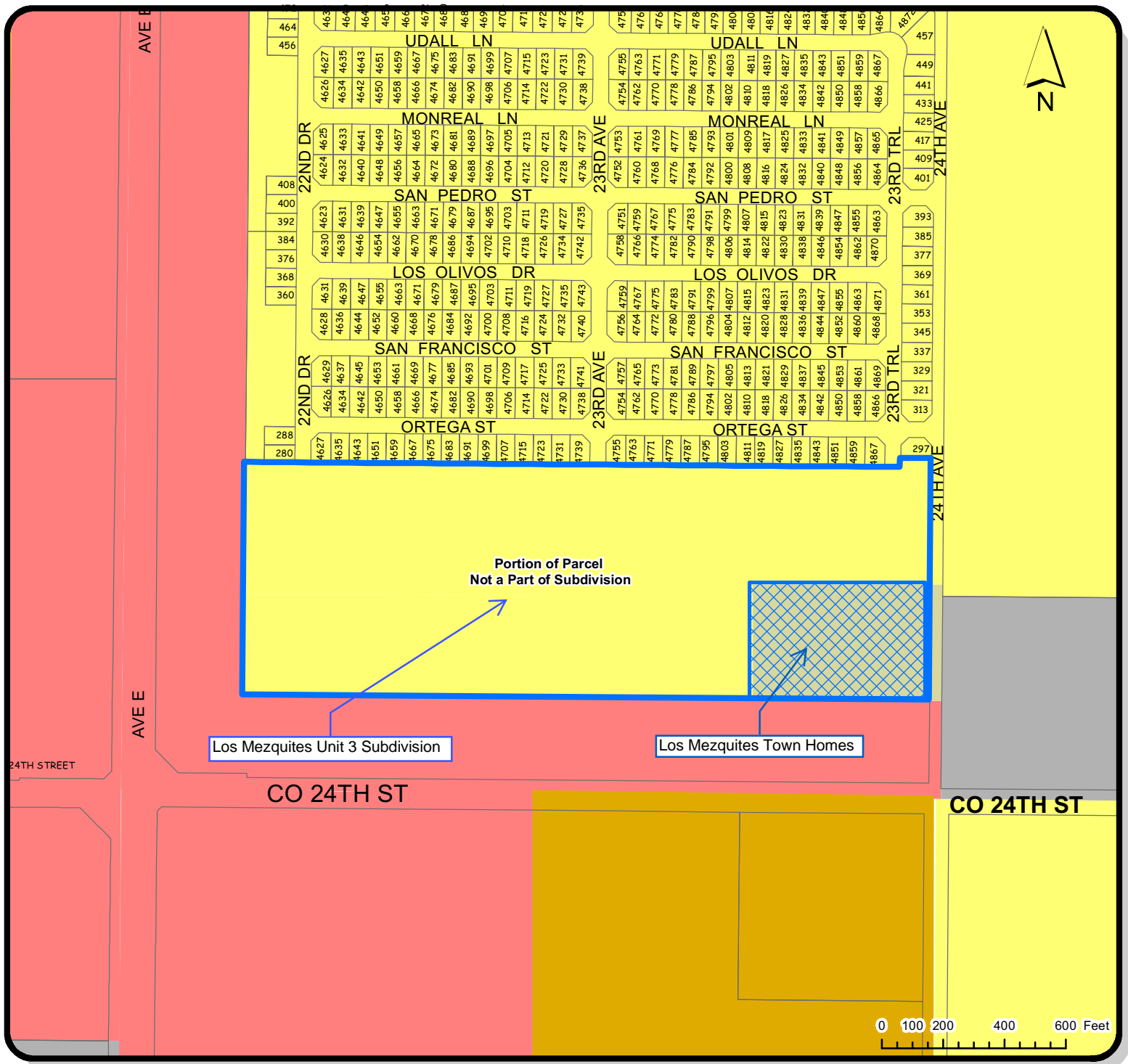
Preliminary Plat

Comment Letter dated 7-17-2023

Fire Dept. Comments


ADOT Comments

YCAA Comments












LOCATION OF SUBJECT PROPERTY

 Assessor's Parcel Number:
22711393

 Location of Town Homes

LOCATION MAP

- Zoning**
-  SINGLE RESIDENCE ZONING DISTRICTS
 -  R-14
 -  MULTIPLE RESIDENCE ZONING DISTRICTS
 -  R-2
 -  R-3
 -  COMMERCIAL ZONING DISTRICTS
 -  D-2
 -  INDUSTRIAL ZONING DISTRICTS
 -  I-1

SUBDIVISION

CASE #
2023-0294 P
2023-0295 F

DATE:
6/12/2023

CHECKED BY:
JUAN TEJEDA

PLANNING & ZONING



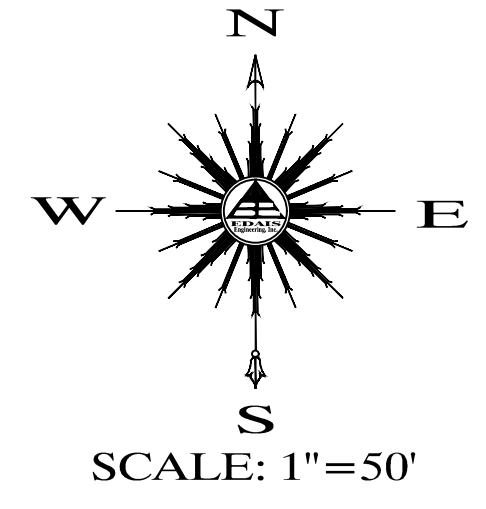
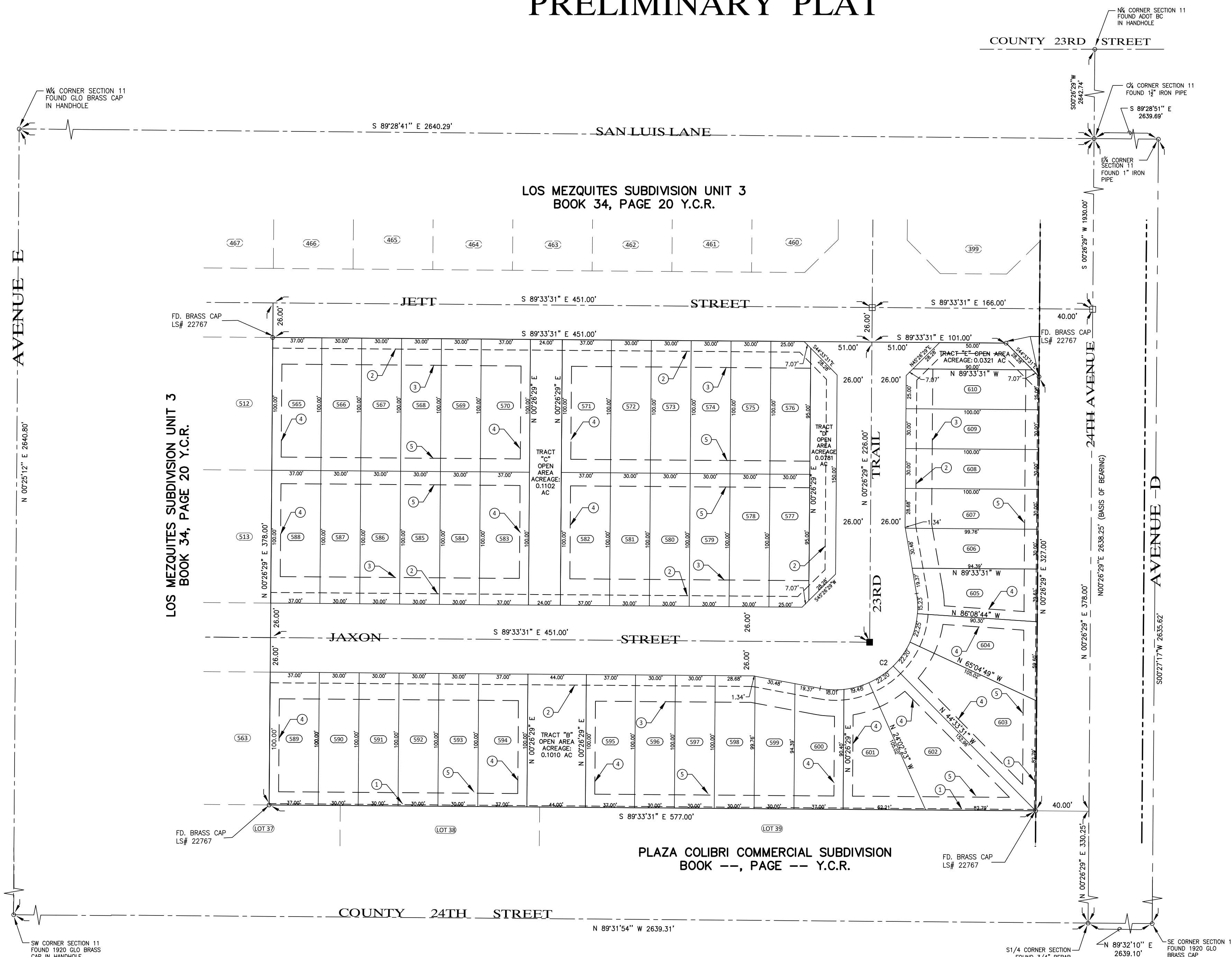
GIS

CREATED BY:
ISAAC GUTIERREZ

APPROVED BY:
JOSE A. GUZMAN

LOS MEZQUITES TOWNHOMES

A SUBDIVISION OF LOT 564 OF THE LOS MEZQUITES SUBDIVISION UNIT 3 AS RECORDED IN BOOK -- OF PLATS,
PAGE --, YUMA COUNTY RECORDERS OFFICE, YUMA COUNTY, ARIZONA
BEING A PORTION OF THE N 1/2 OF THE SW 1/4 OF SECTION 11, T11S, R24W, G.&S.R.B.&M., YUMA COUNTY, ARIZONA
DATE OF PREPARATION: MAY 2023 NUMBER LOTS: 46 ACREAGE: 4.6554 ACRES
PRELIMINARY PLAT



- KEYNOTES**
- ① NEW 1' NON-ACCESS EASEMENT
 - ② NEW 8' PUE (PUBLIC UTILITY EASEMENT)
 - ③ NEW 20' FRONT YARD SETBACK LINE
 - ④ NEW 7' SIDE YARD SETBACK LINE
 - ⑤ NEW 10' REAR YARD SETBACK LINE

- LEGEND**
- CENTERLINE / SECTION LINE
 - - - RIGHT OF WAY LINE
 - - - SETBACK LINE
 - - - EASEMENT LINE (TYPE AS SHOWN)
 - ① NEW LOT NUMBER
 - NEW STREET MONUMENT
 - CITY OF YUMA STD DETAIL No. 4-030 EXISTING MONUMENT (TYPE AS NOTED)
 - RIGHT OF WAY
 - NAE NON ACCESS EASEMENT
 - PUE PUBLIC UTILITY EASEMENT
 - APN ASSESSOR'S PARCEL NUMBER
 - BK BK
 - PG PG
 - YCR YUMA COUNTY RECORDS

CURVE TABLE

CURVE	DELTA	CHORD DIRECTION	CHORD	TANGENT	RADIUS	LENGTH
C2	110°17'25"	N49°26'35"W	101.77	89.07'	82.00'	119.37'

RESTRICTIVE COVENANTS
HAVE BEEN RECORDED CONCURRENTLY AND ARE A PART OF THIS PLAT

OPEN SPACE
MIN. OPEN SPACE REQUIRED = (4.6554 AC) X 5% = 0.2328 AC
OPEN SPACE PROVIDED = 0.3214 AC

SUBDIVIDER/OWNER
RIEDEL HOLDINGS, LLC
1910 JUAN SANCHEZ BLVD
P.O. BOX 1649
SAN LUIS, AZ. 85349
(928) 627-8593

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

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT RIEDEL HOLDINGS, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER HAS THIS THE ____ DAY OF _____ 2023, CAUSED A PORTION OF THE N1/2 OF THE SW1/4 OF SECTION 11, T11S, R24W, G. & S. R. B. & M. YUMA COUNTY, ARIZONA, AS PLATTED HEREON, TO BE SUBDIVIDED INTO LOTS, TRACT & STREETS UNDER THE NAME OF "LOS MEZQUITES TOWNHOMES" AND HEREBY DECLARES THAT THE ACCOMPANYING PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS AND STREETS, CONSTITUTING SAID "LOS MEZQUITES TOWNHOMES" AND THAT EACH LOT SHALL BE KNOWN BY THE NUMBER, THE TRACT BY THE LETTER AND THE STREETS BY THE NAME GIVEN EACH RESPECTIVELY ON SAID PLAT;

AND THAT RIEDEL HOLDINGS, L.L.C., AS OWNER, HEREBY DEDICATES THE STREETS SHOWN HEREON TO THE CITY OF SAN LUIS FOR ITS USE AND BENEFIT, AND THAT THE EASEMENTS ARE DEDICATED FOR THE USES SHOWN AND DEFINED ON SAID PLAT AND AS SET FORTH IN THE DECLARATION OF RESERVATIONS, COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED CONCURRENTLY HERewith. TRACTS "B,C,D&E" IS DEDICATED TO THE RESIDENCE OF SAID LOS MEZQUITES TOWNHOMES FOR USE AS RECREATIONAL AREAS. THE EASEMENTS ARE DEDICATED FOR THE PURPOSE SHOWN HEREON. A THREE FOOT NON-CONSTRUCTION AND NO OBSTRUCTION EASEMENT FROM THE FURTHER PROJECTION ON ANY SIDE OF ALL FIRE HYDRANTS; A TWELVE INCH NON-CONSTRUCTION AND NO OBSTRUCTION EASEMENT AROUND WATER METERS; AND 24 INCH NON-CONSTRUCTION AND NO OBSTRUCTION EASEMENT FOR STREET LIGHTS IS HEREBY GRANTED.

IN WITNESS WHEREOF: RIEDEL HOLDINGS, L.L.C., HAS CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE SIGNATURE OF NIEVES GARCIA RIEDEL, AS MEMBER, THEREUNTO DULY AUTHORIZED ON THIS THE ____ DAY OF _____ 2023.

BY: NIEVES GARCIA RIEDEL, MEMBER
RIEDEL HOLDINGS, L.L.C.

ACKNOWLEDGMENT

STATE OF ARIZONA)
> SS
COUNTY OF YUMA)

ON THIS THE ____ DAY OF _____ 2023 BEFORE ME, THE UNDERSIGNED OFFICER PERSONALLY APPEARED, NIEVES GARCIA RIEDEL, WHO ACKNOWLEDGED HERSELF TO BE MEMBER OF RIEDEL HOLDINGS, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AND SHE AS SUCH OFFICER BEING AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED, BY SIGNING THE NAME OF THE LIMITED LIABILITY COMPANY BY HERSELF, AS SUCH OFFICER.

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

BY: _____
NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

BASIS OF BEARING

THE MID-SECTION LINE OF SECTION 11, T11S, R24W, G.&S.R.B.&M., YUMA COUNTY, ARIZONA, AS SHOWN ON DKT. 1848, PAGE 711, YUMA COUNTY RECORDERS OFFICE, YUMA COUNTY, ARIZONA.
BEARING N 00°26'29" E

APPROVED

STATE OF ARIZONA)
> SS
CITY OF SAN LUIS)

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

MAYOR _____ DATE _____

CITY MANAGER _____ DATE _____

DIRECTOR OF PLANNING AND ZONING DEPARTMENT _____ DATE _____

CITY ENGINEER _____ DATE _____

CITY PUBLIC WORKS DIRECTOR _____ DATE _____

LOT AREAS

LOT AREA	LOT AREA	LOT AREA	LOT AREA	LOT AREA	LOT AREA
565 3700.00 SF	577 2987.50 SF	589 3700.00 SF	601 3607.84 SF		
566 3000.00 SF	578 3000.00 SF	590 3000.00 SF	602 3403.84 SF		
567 3000.00 SF	579 3000.00 SF	591 3000.00 SF	603 3403.84 SF		
568 3000.00 SF	580 3000.00 SF	592 3000.00 SF	604 3815.33 SF		
569 3000.00 SF	581 3000.00 SF	593 3000.00 SF	605 3378.42 SF		
570 3700.00 SF	582 3700.00 SF	594 3700.00 SF	606 2912.26 SF		
571 3700.00 SF	583 3700.00 SF	595 3700.00 SF	607 2999.84 SF		
572 3000.00 SF	584 3000.00 SF	596 3000.00 SF	608 3000.00 SF		
573 3000.00 SF	585 3000.00 SF	597 3000.00 SF	609 3000.00 SF		
574 3000.00 SF	586 3000.00 SF	598 2999.84 SF	610 2975.00 SF		
575 3000.00 SF	587 3000.00 SF	599 2912.27 SF			
576 2987.50 SF	588 3700.00 SF	600 3385.56 SF			

JUAN N. LOMELI R.L.S. No. 22767

PREPARED BY:

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



City of San Luis

Planning and Zoning Department

Development Services · GIS · Building Safety · Code Enforcement

July 17, 2023

Najeh Edais
Edais Engineering
3075 S. Avenue 4E
Yuma, Az 85365

Re: Subdivision Case No. 2023-0294P & 2023-0295F Los Mezquites Townhomes

City staff has reviewed the preliminary and final plat for Los Mezquites Townhomes and have the following comments:

City Engineer:

Preliminary and final plat

1. Verify that lots 601 through 604 meet minimum width.
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Please be advised that the comments made here are tentative in nature. Until all documentation, information, and drawings are submitted and approved in final form, and all permits for construction are approved and issued, the City of San Luis reserves the right to make further comments or require further information or submissions. Any construction which occurs prior to issuance of proper permits is occurring in contravention of the ordinances of the City and is occurring at the risk of the Developer.

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Thank you,

Juan Tejeda
Associate Planner

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June 21, 2023

SUBDIVISION CASE NUMBER: 2023-0294P & 2023-0295F

CASE SUMMARY: A request by Edais Engineering, on behalf of Riedel Holdings LLC. for the preliminary and final plat review of the Los Mezquites Townhomes. This subdivision will contain 46 residential lots, in approximately 4.654 acres. The lots range in size from 2,975 sf to 5603.84 sf. The property is located south of Los Mezquites Unit 2 Subdivision between Avenue E and 24th Avenue. Parcel Number 227-11-393, in San Luis, Arizona.

PUBLIC MEETING: TBD

COMMENTS DUE: July 3, 2023

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Thank you,

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Associate Planner

Attachment: Location Map, Preliminary Plat, Final Plat & Improvements

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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.

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06/21/2023

Agency:

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Phone:

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Date:

6/27/23

Agency:

Yuma County Airport Authority, Inc.

Phone:

928-726-5882

Return to: Jtejeda@sanluisaz.gov



PLANNING & ZONING AGENDA ITEM REVIEW FORM

Planning & Zoning Commission Meeting

4. D.

Meeting Date: 08/08/2023

Submitted By: Juan Tejada, Associate Planner, Planning & Zoning Department

ITEM:

Discussion and possible action on any and all matters regarding Subdivision Case No. 2023-0295F. A request by Edais Engineering Inc., on behalf of Riedel Holdings LLC, for the approval of Los Mezquites Townhomes final plat. The property is located west of 24th Avenue and south of Los Mezquites Unit 2 Subdivision in San Luis, Arizona.

A. Staff Presentation

B. Action on Subdivision Case No. 2023-0295F

SUMMARY:

In March 8, 2023 City Council approved Rezoning Case No. 2022-0693 which rezoned a portion of Assessors Parcel Number 227-11-393 to Medium-High Density Residential (R-2). Medium-High Density Residential (R-2) allows the applicant to increase the residential density with smaller size lots.

Los Mezquites Townhomes is a subdivision of lot 564 of Los Mezquites Unit 3 subdivision. This subdivision will contain approximately 4.65 acres and will consist of 46 residential lots and 4 tracts. The residential lots range in size from approximately 2,900 square feet to 5,600 square feet.

The applicant has provided the information and materials necessary for the review of the final plat for Los Mezquites Townhomes Subdivision.

STAFF RECOMMENDATION:

Staff recommends approval of Subdivision Case No. 2023-0295F with the following conditions:

1. Applicant must address comments from Comment Letter dated 7-17-2023.
2. Landscaping plans shall be submitted prior to presenting this item to City Council.
3. Developer must comply with the approved development agreement.
4. Los Mezquites Unit 3 subdivision plat needs to be approved and recorded prior to presenting this item to City Council.

RECOMMENDED MOTION:

I MOVE TO FORWARD SUBDIVISION CASE NO. 2023-0295F TO THE CITY COUNCIL WITH THE RECOMMENDATION OF APPROVAL WITH CONDITIONS AS PRESENTED BY STAFF.

Attachments

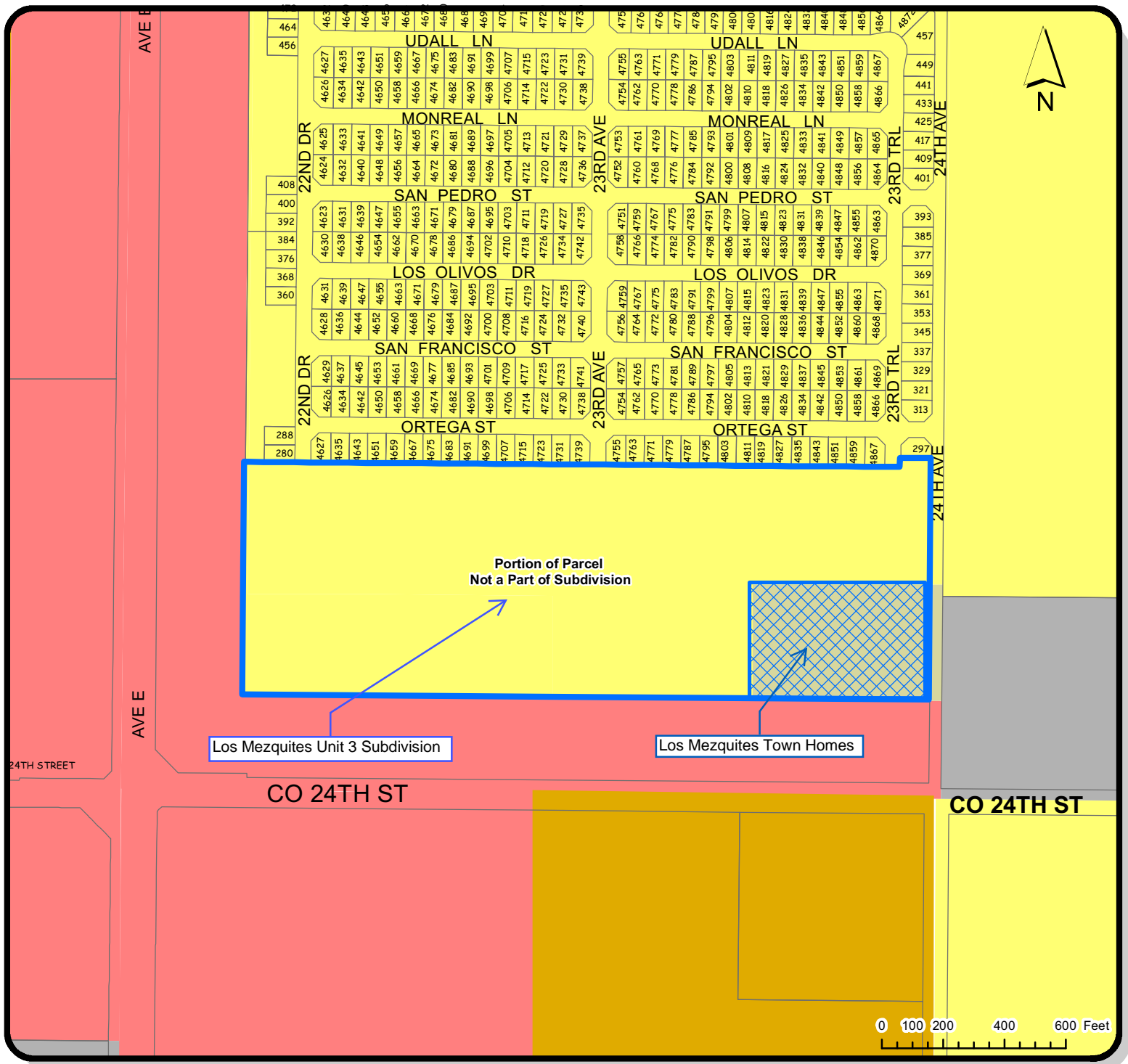
Location Map

Site Plan

Comment Letter dated 7-17-2023


Fire Department Comments

ADOT Comments
YCAA Comments












LOCATION OF SUBJECT PROPERTY

 Assessor's Parcel Number:
22711393

 Location of Town Homes

LOCATION MAP

- Zoning**
-  SINGLE RESIDENCE ZONING DISTRICTS
 -  R-14
 -  MULTIPLE RESIDENCE ZONING DISTRICTS
 -  R-2
 -  R-3
 -  COMMERCIAL ZONING DISTRICTS
 -  C-2
 -  INDUSTRIAL ZONING DISTRICTS
 -  I-1

SUBDIVISION

CASE #
2023-0294 P
2023-0295 F

DATE:
6/12/2023

CHECKED BY:
JUAN TEJEDA

PLANNING & ZONING



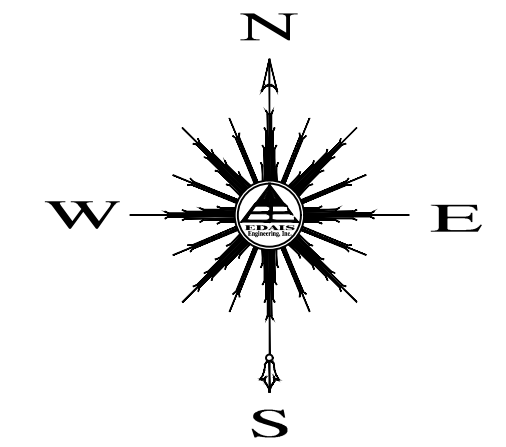
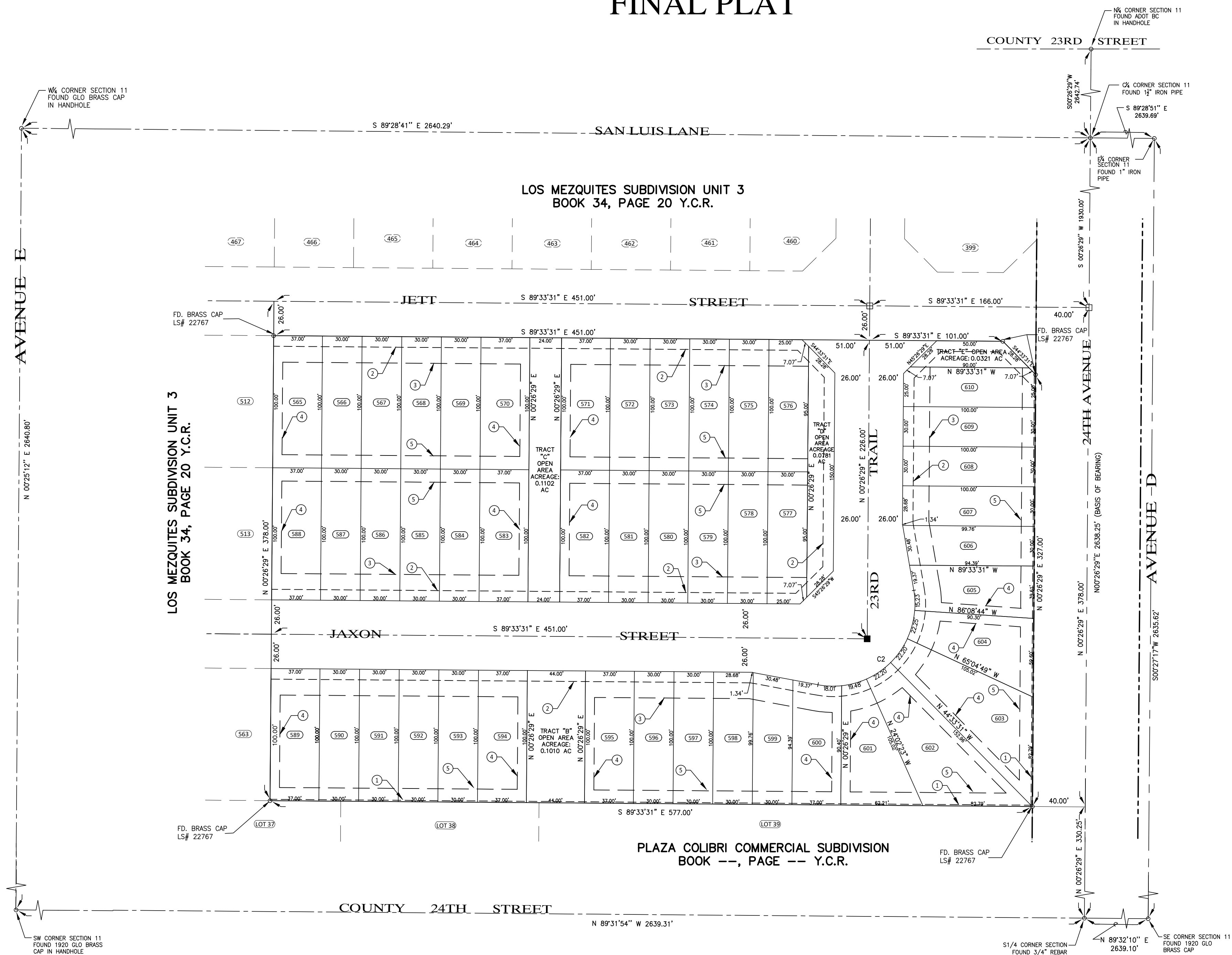
GIS

CREATED BY:
ISAAC GUTIERREZ

APPROVED BY:
JOSE A. GUZMAN

LOS MEZQUITES TOWNHOMES

A SUBDIVISION OF LOT 564 OF THE LOS MEZQUITES SUBDIVISION UNIT 3 AS RECORDED IN BOOK -- OF PLATS,
PAGE --, YUMA COUNTY RECORDERS OFFICE, YUMA COUNTY, ARIZONA
BEING A PORTION OF THE N 1/2 OF THE SW 1/4 OF SECTION 11, T11S, R24W, G.&S.R.B.&M., YUMA COUNTY, ARIZONA
DATE OF PREPARATION: MAY 2023 NUMBER LOTS: 46 ACREAGE: 4.6554 ACRES
FINAL PLAT



SCALE: 1"=50'

KEYNOTES

- ① NEW 1' NON-ACCESS EASEMENT
- ② NEW 8' PUE (PUBLIC UTILITY EASEMENT)
- ③ NEW 20' FRONT YARD SETBACK LINE
- ④ NEW 7' SIDE YARD SETBACK LINE
- ⑤ NEW 10' REAR YARD SETBACK LINE

LEGEND

- CENTERLINE / SECTION LINE
- - - RIGHT OF WAY LINE
- - - SETBACK LINE
- - - EASEMENT LINE (TYPE AS SHOWN)
- ① NEW LOT NUMBER
- NEW STREET MONUMENT
- CITY OF YUMA STD DETAIL No. 4-030 EXISTING MONUMENT (TYPE AS NOTED)
- RIGHT OF WAY
- NAE NON ACCESS EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- APN ASSESSOR'S PARCEL NUMBER
- BK BK
- PG PG
- YCR YUMA COUNTY RECORDS

CURVE TABLE

CURVE	DELTA	CHORD DIRECTION	CHORD	TANGENT	RADIUS	LENGTH
C2	110°17'25"	N49°26'35"W	101.777	89.07'	82.00'	119.37'

RESTRICTIVE COVENANTS

HAVE BEEN RECORDED CONCURRENTLY AND ARE A PART OF THIS PLAT

OPEN SPACE

MIN. OPEN SPACE REQUIRED = (4.6554 AC) X 5% = 0.2328 AC
OPEN SPACE PROVIDED = 0.3214 AC

SUBDIVIDER/OWNER

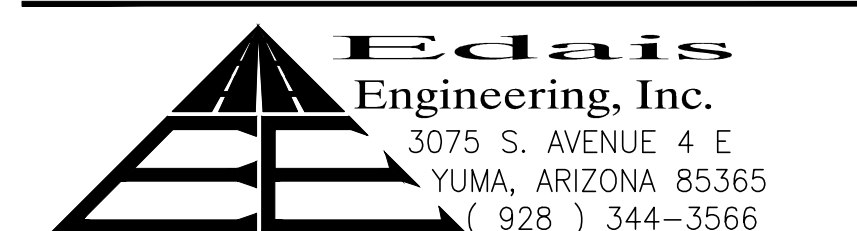
RIEDEL HOLDINGS, LLC
1910 JUAN SANCHEZ BLVD
P.O. BOX 1649
SAN LUIS, AZ. 85349
(928) 627-8593

SURVEYOR'S CERTIFICATE

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

JUAN N. LOMELI R.L.S. No. 22767

PREPARED BY:



DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT RIEDEL HOLDINGS, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER HAS THIS THE ____ DAY OF _____ 2023, CAUSED A PORTION OF THE N1/2 OF THE SW1/4 OF SECTION 11, T11S, R24W, G. & S. R. B. & M. YUMA COUNTY, ARIZONA, AS PLATTED HEREON, TO BE SUBDIVIDED INTO LOTS, TRACT & STREETS UNDER THE NAME OF "LOS MEZQUITES TOWNHOMES" AND HEREBY DECLARES THAT THE ACCOMPANYING PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS AND STREETS, CONSTITUTING SAID "LOS MEZQUITES TOWNHOMES" AND THAT EACH LOT SHALL BE KNOWN BY THE NUMBER, THE TRACT BY THE LETTER AND THE STREETS BY THE NAME GIVEN EACH RESPECTIVELY ON SAID PLAT;

AND THAT RIEDEL HOLDINGS, L.L.C., AS OWNER, HEREBY DEDICATES THE STREETS SHOWN HEREON TO THE CITY OF SAN LUIS FOR ITS USE AND BENEFIT, AND THAT THE EASEMENTS ARE DEDICATED FOR THE USES SHOWN AND DEFINED ON SAID PLAT AND AS SET FORTH IN THE DECLARATION OF RESERVATIONS, COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED CONCURRENTLY HERewith. TRACTS "B,C,D&E" IS DEDICATED TO THE RESIDENCE OF SAID LOS MEZQUITES TOWNHOMES FOR USE AS RECREATIONAL AREAS. THE EASEMENTS ARE DEDICATED FOR THE PURPOSE SHOWN HEREON. A THREE FOOT NON-CONSTRUCTION AND NO OBSTRUCTION EASEMENT FROM THE FURTHER PROJECTION ON ANY SIDE OF ALL FIRE HYDRANTS; A TWELVE INCH NON-CONSTRUCTION AND NO OBSTRUCTION EASEMENT AROUND WATER METERS; AND 24 INCH NON-CONSTRUCTION AND NO OBSTRUCTION EASEMENT FOR STREET LIGHTS IS HEREBY GRANTED.

IN WITNESS WHEREOF: RIEDEL HOLDINGS, L.L.C., HAS CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE SIGNATURE OF NIEVES GARCIA RIEDEL, AS MEMBER, THEREUNTO DULY AUTHORIZED ON THIS THE ____ DAY OF _____ 2023.

BY: NIEVES GARCIA RIEDEL, MEMBER
RIEDEL HOLDINGS, L.L.C.

ACKNOWLEDGMENT

STATE OF ARIZONA)
> SS
COUNTY OF YUMA)

ON THIS THE ____ DAY OF _____ 2023 BEFORE ME, THE UNDERSIGNED OFFICER PERSONALLY APPEARED, NIEVES GARCIA RIEDEL, WHO ACKNOWLEDGED HERSELF TO BE MEMBER OF RIEDEL HOLDINGS, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AND SHE AS SUCH OFFICER BEING AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED, BY SIGNING THE NAME OF THE LIMITED LIABILITY COMPANY BY HERSELF, AS SUCH OFFICER.

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

BY: _____

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

BASIS OF BEARING

THE MID-SECTION LINE OF SECTION 11, T11S, R24W, G.&S.R.B.&M., YUMA COUNTY, ARIZONA, AS SHOWN ON DKT. 1848, PAGE 711, YUMA COUNTY RECORDERS OFFICE, YUMA COUNTY, ARIZONA.
BEARING N 00°26'29" E

APPROVED

STATE OF ARIZONA)
> SS
CITY OF SAN LUIS)

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

MAYOR _____ DATE _____

CITY MANAGER _____ DATE _____

DIRECTOR OF PLANNING AND ZONING DEPARTMENT _____ DATE _____

CITY ENGINEER _____ DATE _____

CITY PUBLIC WORKS DIRECTOR _____ DATE _____

LOT AREAS

LOT AREA	LOT AREA	LOT AREA	LOT AREA	LOT AREA	LOT AREA
565 3700.00 SF	577 2987.50 SF	589 3700.00 SF	601 3807.84 SF		
566 3000.00 SF	578 3000.00 SF	590 3000.00 SF	602 3403.84 SF		
567 3000.00 SF	579 3000.00 SF	591 3000.00 SF	603 3403.84 SF		
568 3000.00 SF	580 3000.00 SF	592 3000.00 SF	604 3815.33 SF		
569 3000.00 SF	581 3000.00 SF	593 3000.00 SF	605 3378.42 SF		
570 3700.00 SF	582 3700.00 SF	594 3700.00 SF	606 2912.26 SF		
571 3700.00 SF	583 3700.00 SF	595 3700.00 SF	607 2999.84 SF		
572 3000.00 SF	584 3000.00 SF	596 3000.00 SF	608 3000.00 SF		
573 3000.00 SF	585 3000.00 SF	597 3000.00 SF	609 3000.00 SF		
574 3000.00 SF	586 3000.00 SF	598 2999.84 SF	610 2975.00 SF		
575 3000.00 SF	587 3000.00 SF	599 2912.27 SF			
576 2987.50 SF	588 3700.00 SF	600 3385.56 SF			



City of San Luis

Planning and Zoning Department

Development Services · GIS · Building Safety · Code Enforcement

July 17, 2023

Najeh Edais
Edais Engineering
3075 S. Avenue 4E
Yuma, Az 85365

Re: Subdivision Case No. 2023-0294P & 2023-0295F Los Mezquites Townhomes

City staff has reviewed the preliminary and final plat for Los Mezquites Townhomes and have the following comments:

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Preliminary and final plat

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June 21, 2023

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