



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, June 11, 2024. 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 E 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 Commission 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 Coordinator

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, 11 de Junio del 2024. La junta se llevará a cabo en la Sala del Cabildo de la ciudad, ubicado en el 1090 E 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 E Union Street, 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 de la Comisión 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, Cordinador de Planeación



AGENDA
Planning & Zoning Commission
Regular Meeting
San Luis Council Chambers
1090 E. Union Street
San Luis, AZ 85349
Tuesday, June 11, 2024
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 May 14, 2024.

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. 2024-0205P. A request by Edais Engineering Inc., on behalf of Riedel Holdings LLC, for the approval of Los Mezquites Unit 4 preliminary plat. The property is located at the southeast corner of San Luis Lane and 24th Avenue in San Luis, Arizona.

A. Staff Presentation

B. Action on Subdivision Case No. 2024-0205P

4. B. Discussion and possible action on any and all matters regarding Subdivision Case No. 2024-0206F. A request by Edais Engineering Inc., on behalf of Riedel Holdings LLC, for the approval of Los Mezquites Unit 4 final plat. The property is located at the southeast corner of San Luis Lane and 24th Avenue in San Luis, Arizona.

A. Staff Presentation

B. Action on Subdivision Case No. 2024-0206F

4. C. Discussion and possible action on any and all matters regarding Subdivision Case No. 2024-0207P. A request by Edais Engineering Inc., on behalf of Riedel Holdings LLC, for the approval of Los Mezquites Townhomes 2 preliminary plat. The property is located east of 24th Avenue and south of Los Mezquites Unit 4 Subdivision in San Luis, Arizona.

A. Staff Presentation

B. Action on Subdivision Case No. 2024-0207P

4. D. Discussion and possible action on any and all matters regarding Subdivision Case No. 2024-0208F. A request by Edais Engineering Inc., on behalf of Riedel Holdings LLC, for the approval of Los Mezquites Townhomes 2 final plat. The property is located east of 24th Avenue and south of Los Mezquites Unit 4 Subdivision in San Luis, Arizona.

A. Staff Presentation

B. Action on Subdivision Case No. 2024-0208F

5. ADJOURNMENT



AGENDA ITEM REVIEW FORM

3. A.

Summary

APPROVAL OF MINUTES

-Regular Planning and Zoning Commission meeting held May 14, 2024.

Attachments

Minutes

MINUTES

REGULAR MEETING
PLANNING AND ZONING COMMISSION
SAN LUIS COUNCIL CHAMBERS
1090 E. UNION STREET
MAY 14, 2024
6:00 p.m.

1. CALL TO THE ORDER /ROLL CALL: Chairman George Amaya called the meeting to order at 6:00 p.m.

PRESENT:

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

ABSENT:

Commission Member Marco A. Pinzon
Commission Member Hugo Garcia
Commission Member Ruben Walshe

OTHERS PRESENT:

Jose A. Guzman, Director of Development Services
Roman Pacheco, Planning Coordinator
Antonio Maldonado, Video Production Specialist
Juan Tejeda, Associate Planner
Alberto Leon, KNAM&D Construction
Fabian Lozano, Resident
Najeh K. Edais, Edais Engineering, Inc.
Mario D. Gonzalez, Resident

2. PLEDGE OF ALLEGIANCE

Commission Member Angelica Ortiz led the Pledge of Allegiance.

3. CONSENT AGENDA

3. A. APPROVAL OF MINUTES

- Regular Planning and Zoning Commission meeting held on March 12, 2024.

MOTION: Vice Chairman Javier Barraza / Commission Member Veronica Zavala approved the consent agenda as presented. The motion passed unanimously.

The vote was as follows:

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

4. PUBLIC HEARINGS

4. A. Public hearing followed by discussion and possible action on any and all matters regarding Rezoning Case No. 2024-0127 KNAM Townhomes. A request by Edais Engineering, Inc., on behalf of KNAM&D Construction to rezone 0.44 acres from Community Commercial (C-2) to Medium-High Density Residential (R-2). Assessor's parcel 775-20-164, located at 1185 N. Hidalgo Avenue in San Luis, Arizona.

A. Open public hearing

MOTION: Chairman George Amaya / Vice Chairman Javier Barraza to open the Public Hearing. The motion passed unanimously.

The vote was as follows:

Chairman George Amaya	Aye
Vice Chairman Javier Barraza	Aye

Commission Member Veronica Zavala	Aye
Commission Member Angelica Ortiz	Aye

1. Staff presentation

Jose A. Guzman, Director of Development Services, summarized the staff report recommending approval of Rezoning Case No. 2024-0127 subject to the following conditions:

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

2. Call to the public on this item.

Martha Gonzalez, 1094 N Beach Street, San Luis, AZ, mentioned that her son owns this property within the 300 feet, as shown on the map. Ms. Gonzalez stated that she still does not understand how they are involved in this project. The lot where my son is located is at 1094 N. Beach Street. And will it affect us somehow?

Mr. Jose A. Guzman, Director of Development Services, responded that the rezoning application requires State Statutes to notify people living around 300 feet of the property. That is why you got the notice about the meetings in case you have any comments, questions, or if you are opposed to the request. It does not directly affect your property. This application request is just for the property at 1185 N. Hidalgo Avenue.

Mr. Najeh K. Edais, Edais Engineering, Inc., mentioned that he did not have any more to add than what Mr. Guzman explained, and I will be available if the commission has any questions.

Chairman Amaya stated that he thinks this is a good project, as it is consistent with residential properties in the area.

B. Close public hearing

MOTION: Chairman George Amaya / Commission Member Veronica Zavala to close the Public Hearing. The motion passed unanimously.

The vote was as follows:

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

C. Action on Rezoning Case No. 2024-0127

MOTION: Vice Chairman Javier Barraza / Commission Member Veronica Zavala to forward Rezoning Case No. 2024-0127 to the City Council with a recommendation of approval subject to the conditions of approval recommended by staff. The motion passed unanimously.

The vote was as follows:

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

6. ADJOURNMENT

MOTION: Vice Chairman Javier Barraza / Commission Member Veronica Zavala will adjourn the meeting at 6:09 p.m. The motion passed unanimously.

The vote was as follows:

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

APPROVED:

George Amaya, Chairman

ATTEST:

Roman Pacheco, Planning Coordinator

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 MAY 14, 2024. I FURTHER CERTIFY THE MEETING WAS DULLY CALLED AND HELD, AND A QUORUM WAS PRESENT.

Roman Pacheco, Planning Coordinator



PLANNING & ZONING AGENDA ITEM REVIEW FORM

Planning & Zoning Commission Meeting

4. A.

Meeting Date: 06/11/2024

Submitted By: Juan Tejeda, Associate Planner, Development Services, Planning & Zoning

ITEM:

Discussion and possible action on any and all matters regarding Subdivision Case No. 2024-0205P. A request by Edais Engineering Inc., on behalf of Riedel Holdings LLC, for the approval of Los Mezquites Unit 4 preliminary plat. The property is located at the southeast corner of San Luis Lane and 24th Avenue in San Luis, Arizona.

A. Staff Presentation

B. Action on Subdivision Case No. 2024-0205P

SUMMARY:

This subdivision will contain approximately 74.81 acres and will consist of 267 residential lots. The residential lots range in size from approximately 6,000 square feet to 10,500 square feet and 1 large lot containing approximately 11.83 acres designated for future Los Mezquites Townhomes 2 development. Assessor's Parcel Number 227-11-004.

GENERAL PLAN:

City Council approved Major Amendment Case No. 2021-0340 changing the land use designation to Medium Density Residential (MDR). The Major Amendment allowed the applicant to rezone the property to R1-6.

DEVELOPMENT AGREEMENT:

A development agreement was approved by Resolution No. 2204, the term of the development agreement is for five (5) years. The development agreement approved includes the following conditions:

- 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 the Public Works Department. Dedication of right of way on County 24th shall be 62 feet from the 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.
- 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 that is the subject of this agreement.
- The owner agrees to make such dedications of property as may be needed or necessary for such development at 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.

- 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 streetlights 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.
- Residential Development. The 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.
- 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.
- Waste Water Treatment Plant. The 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.
- Land Dedication for Park. The owner wishes to donate to the city, and the city agrees to accept from the Owner certain land within the Property, containing five (5) gross acres of buildable land in addition to the open space requirement. The owner agrees to convey to the City by executing a Deed, free and clear of all liens and encumbrances.
- Covenants, Conditions, and Restrictions. For any lot developed or to be developed as other than residential development, the 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.
- Special Taxing Districts. The owner agrees to agree to the formation of a street lighting improvement district, a community facilities district, and any enhanced municipal district needed.
- Regulations. The terms of this Agreement are in addition to City codes, rules, fees, and regulations that are applicable to this action.
- Buffer. The 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.

REZONING:

The City of San Luis City Council approved on January 12, 2022, Rezoning Case No. 2021-0639/ Ordinance No. 423 rezoning 186 acres to Medium Density Residential (R1-6). The Rezoning was approved with the following conditions:

1. Developer must comply with all provisions and conditions of the development agreement approved by Resolution No. 2204.
2. That any development of the property, or a portion thereof, and/or the approval of any subdivision plat, be conditioned upon payment to the city the sum of \$260.00 per acre, or any portion of an acre, as a proportionate contribution for a traffic signal at the intersection of County 24th Street and Avenue E.
3. Development must comply with Public Works Standards as approved by City Council during the

Final Plat. Updated Public Works Standards to include right-of-way requirements, pavement thickness, and other applicable standards.

4. Developer, on behalf of itself, its heirs, successors, and assigns agrees to transfer a strip of land 30 feet wide all along the Detention Center property. Title to said property shall vest to the San Luis Facility Development Corporation in fee simple free and clear of all liens and encumbrances.

STAFF RECOMMENDATION:

The applicant has provided the information and materials necessary for the review of the preliminary plat for Los Mezquites Unit 4 Subdivision.

Staff recommends approval of Subdivision Case No. 2024-0205P with the following conditions:

1. Applicant must address comments from Comment Letter dated 6-10-2024.
2. Developer must comply with all provisions and conditions of the development agreement approved by Resolution No. 2204 and any amendments.
3. Developer must comply with all provisions and conditions of Ordinance No. 423.
4. Landscaping plans shall be submitted prior to presenting the final plat to City Council.
5. Developer shall develop and construct any and all improvements needed and necessary for the signalization of the intersections at 24th Street and Ave. E and 23 ½ and Ave. E in accordance with the Public Works Standards of the City and the standards of the Arizona Department of Transportation, subject to the payback provisions of Section 15.10.130 (C) of the City Code.

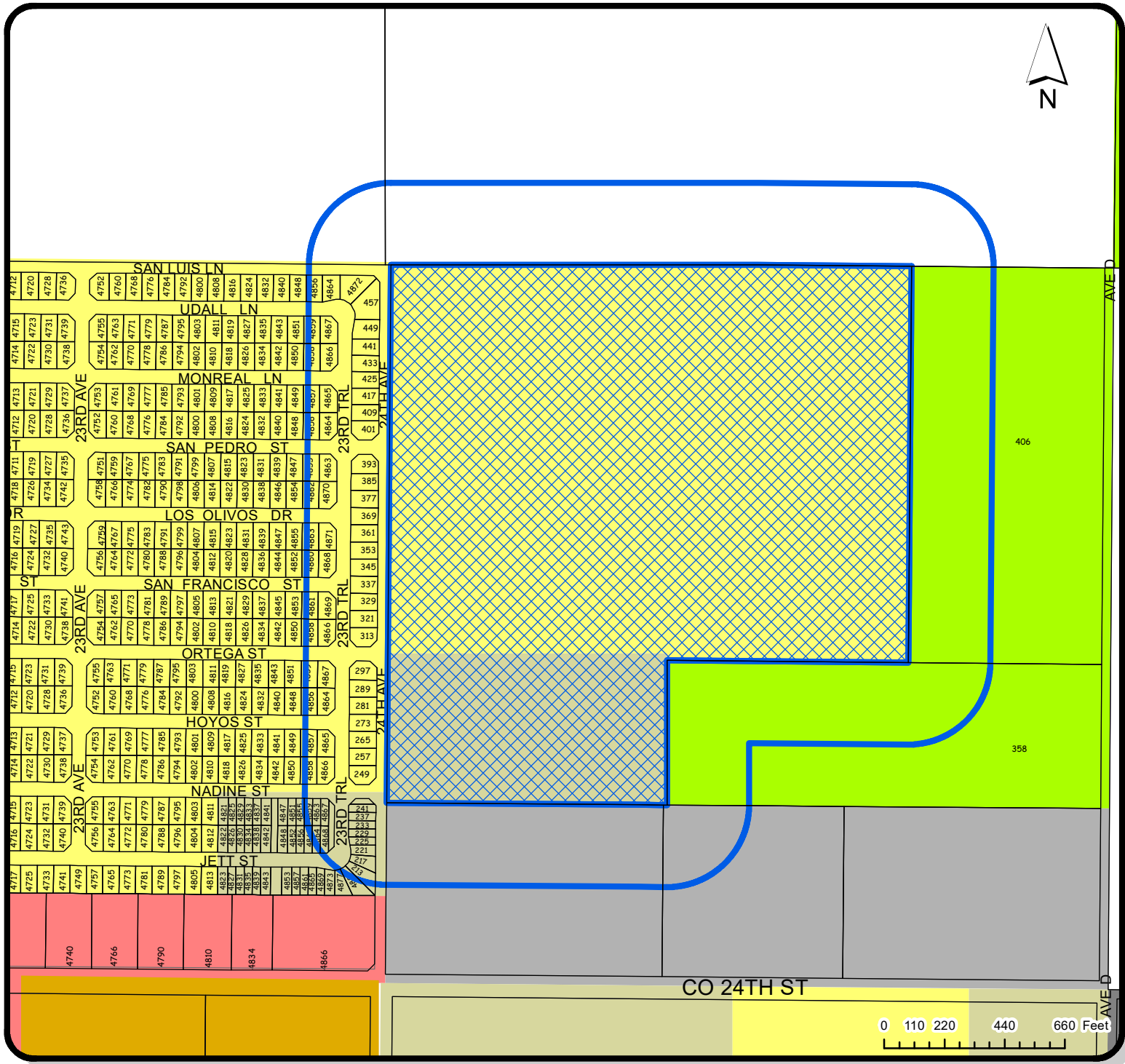
As per Section 4.10(3) of the Subdivision Regulations, "Conditional approval of a preliminary plat shall not constitute approval of the final plat. Rather, it shall be deemed an expression of approval to the layout submitted on the preliminary plat as a guide to the preparation of the final plat, which 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. 2024-0205P PRELIMINARY PLAT FOR LOS MEZQUITES UNIT 4 WITH CONDITIONS AS RECOMMENDED BY STAFF.

Attachments







- Location map
 - Preliminary Plat
 - Applicant narrative
 - Resolution No. 2204 - Development agreement
 - Ordinance No. 423 - Rezoning
 - Review Comment Letter dated June 10, 2024
-



LOCATION OF SUBJECT PROPERTY

 **PARCEL ID: 227-11-004**

LOCATION MAP

- Legend**
- SINGLE RESIDENCE ZONING DISTRICTS**
 -  R1-6
 -  RA-10
 - MULTIPLE RESIDENCE ZONING DISTRICTS**
 -  R-2
 -  R-3
 - COMMERCIAL ZONING DISTRICTS**
 -  C-2
 - INDUSTRIAL ZONING DISTRICTS**
 -  LI

SUBDIVISION

CASE #
2027-0205P

DATE:
4/18/2024

CHECKED BY:
JUAN TEJEDA

PLANNING & ZONING



GIS

CREATED BY:
ISAAC GUTIERREZ

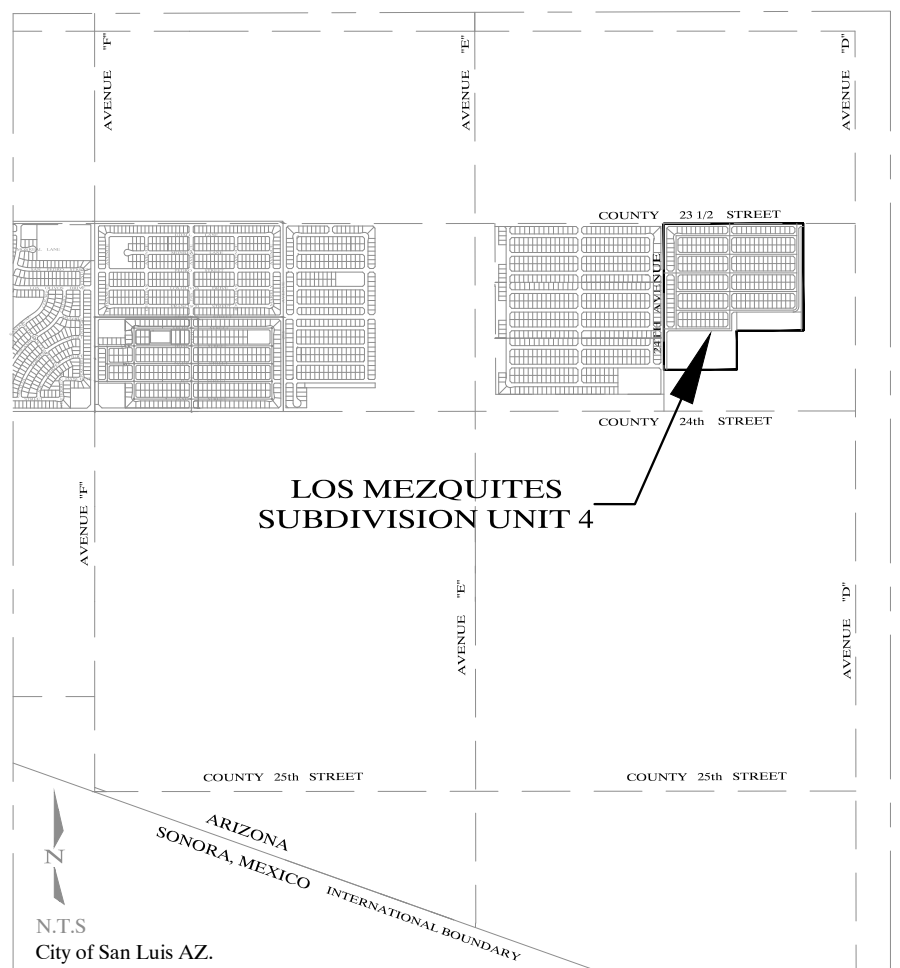
APPROVED BY:
JOSE A. GUZMAN

PRELIMINARY PLAT LOS MEZQUITES SUBDIVISION UNIT 4

A SUBDIVISION OF A PORTION OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 11 SOUTH, RANGE 24 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YUMA COUNTY, ARIZONA

DATE OF PREPARATION: MARCH 2024 NUMBER OF LOTS: 267 ACREAGE: 74.8124 ACRES

LOS MEZQUITES SUBDIVISION UNIT 3 BK 33 OF PLATS, PG. 47, YCR ZONING R1-6 399 398 397 396 395 394 NOT-A-PART 232 233 234 235 236 237 238 239 240 241 242 37
LOS MEZQUITES SUBDIVISION UNIT 2 BK 34 OF PLATS, PG. 20, YCR ZONING R1-6 232 233 234 235 236 237 238 239 240 241 242 37 NOT-A-PART
LOS MEZQUITES SUBDIVISION UNIT 1 BK 33 OF PLATS, PG. 07, YCR ZONING R1-6 38 39 40 41 42 43 44 45



VICINITY MAP

DEDICATION

STATE OF ARIZONA }
COUNTY OF YUMA }
KNOW ALL MEN BY THESE PRESENTS: THAT RIEDEL HOLDINGS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, HAS CAUSED THE FOLLOWING DESCRIBED PROPERTY: THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 11 SOUTH, RANGE 24 WEST, GILA & SALT RIVER BASE & MERIDIAN, YUMA COUNTY, ARIZONA AS PLATTED HEREON TO BE SUBDIVIDED INTO LOTS, STREETS AND TRACTS UNDER THE NAME OF "LOS MEZQUITES SUBDIVISION UNIT 4" AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, STREETS AND TRACTS CONSTITUTING SAID "LOS MEZQUITES SUBDIVISION UNIT 4" AND THAT THE LOTS SHALL BE KNOWN BY THE NUMBER, THE STREETS BY THE NAME AND THE TRACTS BY THE LETTER GIVEN EACH RESPECTIVELY ON SAID PLAT; AND THAT RIEDEL HOLDINGS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, HEREBY DEDICATES THE STREETS TO THE PUBLIC FOR ITS USE AND BENEFIT. TRACT A IS DEDICATED TO THE CITY OF SAN LUIS FOR STORM WATER RETENTION PURPOSES, TRACT B IS DEDICATED TO THE CITY OF SAN LUIS FOR A PARK. THE EASEMENTS ARE DEDICATED FOR THE PURPOSES SHOWN HEREON, AND AS SET FORTH IN THE DECLARATION OF RESERVATIONS, COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED CONCURRENTLY HERewith. A THREE FOOT NON-CONSTRUCTION AND NO OBSTRUCTION EASEMENT FOR 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, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, HAS CAUSED ITS COMPANY NAME TO BE SIGNED AND ITS COMPANY SEAL TO BE AFFIXED AS ATTESTED BY THE SIGNATURE OF NEVES GARCIA RIEDEL, ITS MEMBER, THEREUNTO DULY AUTHORIZED ON THIS _____ DAY OF _____, 2024

NEVES GARCIA RIEDEL, MEMBER
RIEDEL HOLDINGS, LLC AN ARIZONA LIMITED LIABILITY COMPANY

ACKNOWLEDGMENT

ON THIS _____ DAY OF _____, 2024 BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED NEVES GARCIA RIEDEL, WHO ACKNOWLEDGED HERSELF TO BE MEMBER OF RIEDEL HOLDINGS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AND THAT SHE, AS SUCH OFFICER BEING DULY AUTHORIZED TO DO SO, EXECUTED THE DEDICATION INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED BY SIGNING THE NAME OF SAID COMPANY BY HERSELF AS SUCH OFFICER.

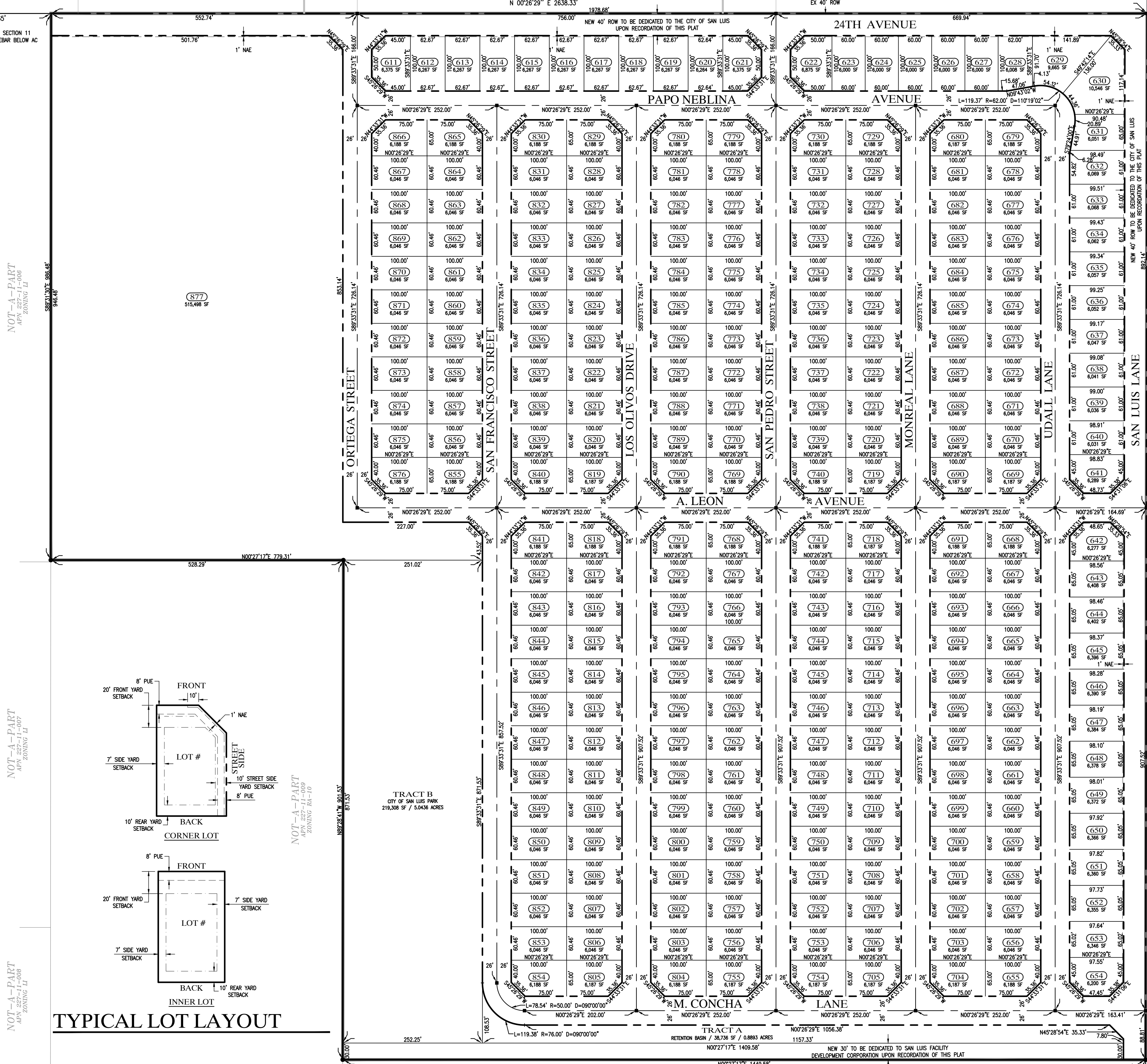
IN WITNESS WHEREOF
I HEREBY SET MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC
MY COMMISSION EXPIRES _____

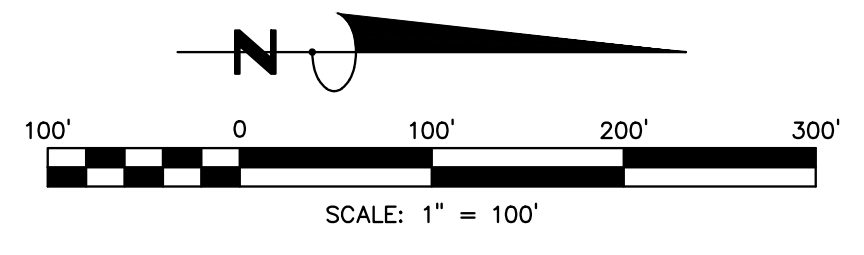
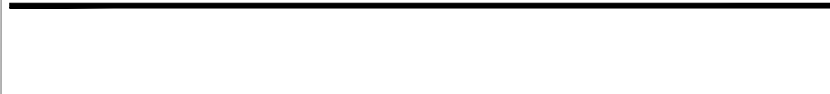
APPROVED

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

VICE MAYOR	DATE
CITY MANAGER	DATE
DIRECTOR OF PLANNING AND ZONING	DATE
CITY ENGINEER	DATE
CITY PUBLIC WORKS DIRECTOR	DATE



TYPICAL LOT LAYOUT



LEGEND

- CENTERLINE / SECTION LINE
- SUBDIVISION BOUNDARY
- RIGHT OF WAY LINE
- SETBACK LINE
- EASEMENT LINE (TYPE AS SHOWN)
- (700) NEW LOT NUMBER
- 6,000 SF NEW LOT AREA IN SQUARE FEET
- NEW STREET MONUMENT PER CITY OF YUMA STD No. 4-030
- NEW BOUNDARY MONUMENT PER CITY OF YUMA STD No. 4-015
- EXISTING MONUMENT (TYPE AS NOTED)
- ROW RIGHT OF WAY
- NAE NON ACCESS EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- APN ASSESSOR'S PARCEL NUMBER
- BK BK
- DKT DOCKET
- PG PAGE
- YCR YUMA COUNTY RECORDS
- AHD ARIZONA HIGHWAY DEPARTMENT
- GLO GENERAL LAND OFFICE

BASIS OF BEARINGS

THE MID-SECTION LINE OF SECTION 11, T11S, R24W, G4SR&M, YUMA COUNTY, ARIZONA, AS SHOWN ON DKT 1848, PG 711, YCR. BEARINGS: N 00°26'29" E

ZONING

R1-6 MEDIUM DENSITY RESIDENTIAL

OWNER/DEVELOPER

RIEDEL HOLDINGS, LLC
P.O. BOX 1494
SAN LUIS, AZ 85349
(928) 627-8593

RESTRICTIVE COVENANTS

HAVE BEEN RECORDED CONCURRENTLY AND ARE A PART OF THIS PLAT

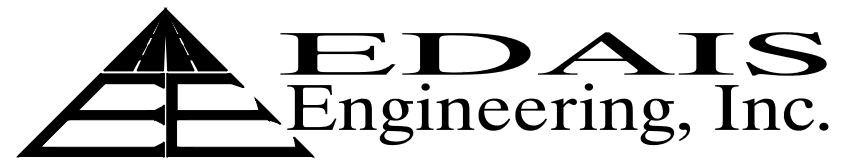
SURVEYOR'S CERTIFICATE

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 L. LOMEJ RLS No. 22767

PREPARED BY:



3075 S. Ave. 4E Yuma, Arizona 85365
(928) 344-3508 FAX (928) 341-1075
EMAIL: najeh@edaisgroup.com

Los Mezquites Unit 4 Subdivision

Preliminary Plat Narrative Statement

We request the City of San Luis to review the Preliminary Subdivision Plat of Los Mesquites Unit 4. This project consists of a single-family residential subdivision of approximately 74.8124 acres that will consist of 267 lots for home sites and one tract that will be used for storm water retention. All lots are over 6000 SF. This proposed subdivision will be located at the southeast corner of San Luis Lane and 24th Avenue, in San Luis, Arizona.

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 Piquette County Recorder, YUMA County AZ



WHEN RECORDED MAIL TO:

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

The above area is to be reserved for recording information

CAPTION HEADING:

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



Resolution

NO. 2204

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

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

THIS DEVELOPMENT AGREEMENT (the "**Agreement**") is entered into as of 21st 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.

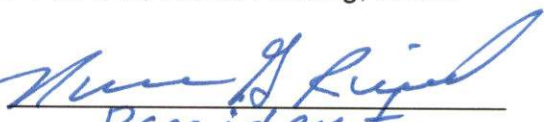
6.15. Time is of the Essence. Time is of the essence of this agreement.

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: 
Vice Mayor
KMM

By: 
Its: President

ATTEST:

By: , Deputy City Clerk
City Clerk

APPROVED AS TO FORM:

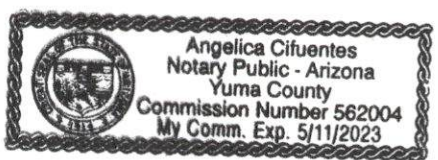

City Attorney

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 NIEMES RIEDEL, on behalf of Riedel Holdings L.L.C., an Arizona Limited Liability Corporation.

Janet Taylor
Notary Public

My Commission Expires: 09/28/2025

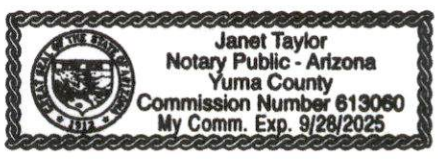


Exhibit 1
Los Mezquites Development Agreement



Ordinance

NO. 423

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SAN LUIS BY CHANGING THE ZONING CLASSIFICATION OF 186.84 ACRES FROM MEDIUM HIGH DENSITY RESIDENTIAL (R-2), HIGH DENSITY RESIDENTIAL (R-3), COMMUNITY COMMERCIAL (C-2) AND LIGHT INDUSTRIAL (L-1) TO MEDIUM DENSITY RESIDENTIAL (R1-6) FOR PROPERTY LOCATED ON THE SOUTHEAST CORNER OF AVENUE E AND COUNTY 23-1/2 STREET; REPEALING ANY CONFLICTING PROVISIONS; AND PROVIDING FOR SEVERABILITY.

WHEREAS, the Mayor and City Council of the City of San Luis desire to amend the City of San Luis Official Zoning District Map (the "Zoning Map") pursuant to A.R.S. §9-462.04 to change the zoning classification for 186.84 acres of real property located on Assessor Parcels ID No. 227-11-004 and a portion of 227-11-005; as attached hereto as "Exhibit A" and

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

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

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

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

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

SECTION 2. That the Official Zoning Map of the City of San Luis is hereby amended by changing the zoning classification from Medium High Density Residential (R-2) High

Density Residential (R-3), Community Commercial (C-2) and Light Industrial (L-1) to Medium Density Residential (R1-6) of the property subject to the following conditions:

1. Developer must comply with all provisions and conditions of the development agreement approved by Resolution No. 2204.
2. That any development of the property, or a portion thereof, and/or the approval of any subdivision plat, be conditioned upon payment to the city the sum of \$260.00 per acre, or any portion of an acre, as a proportionate contribution for a traffic signal at the intersection of County 24th Street and Avenue E.
3. Development must comply with Public Works Standards as approved by City Council during the Final Plat. Updated Public Works Standards to include right-of-way requirements, pavement width and other applicable standards.
4. Developer, on behalf of itself, its heirs, successors, and assigns, agrees to transfer a strip of land 30 feet wide all along the Detention Center property. Title to said property shall vest to the San Luis Facility Development Corporation in fee simple free and clear of all liens and encumbrances.

Property more fully described as:

A PORTION OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 11, TOWNSHIP 11 SOUTH, RANGE 24 WEST, GILA AND SALT RIVER BASE AND MERIDIAN, YUMA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 11;
THENCE: S89°28'51"E, ALONG THE EAST-WEST MID SECTION LINE OF SAID SECTION 11, A DISTANCE OF 375.00 FEET TO
THE TRUE POINT OF BEGINNING;

THENCE: S89°28'51"E, A DISTANCE OF 4153.57 FEET TO A POINT;
THENCE: S00°27'24"W, A DISTANCE OF 1449.58 FEET TO A POINT;
THENCE: N89°28'51"W, A DISTANCE OF 901.55 FEET TO A POINT;
THENCE: S00°27'17"W, A DISTANCE OF 528.22 FEET TO A POINT;
THENCE: N89°31'14"W, A DISTANCE OF 986.38 FEET TO A POINT;
THENCE: S00°26'29"W, A DISTANCE OF 339.51 FEET TO A POINT;
THENCE: N89°31'55"W, A DISTANCE OF 1319.66 FEET TO A POINT;
THENCE: N00°25'06"E, A DISTANCE OF 414.82 FEET TO A POINT;
THENCE: N89°31'55"W, A DISTANCE OF 955.38 FEET TO A POINT;
THENCE: N00°25'06"E, A DISTANCE OF 1875.19 FEET TO A POINT;
THENCE: S89°28'51"E, A DISTANCE OF 10.85 FEET TO A POINT;
THENCE: N00°25'06"E, A DISTANCE OF 30.00 FEET TO A POINT; THE TRUE POINT
OF BEGINNING;

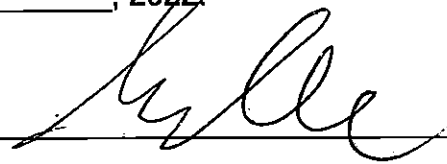
CONTAINING 186.84 ACRES MORE OR LESS

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

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

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

Arizona, this 12th day of January, 2022.



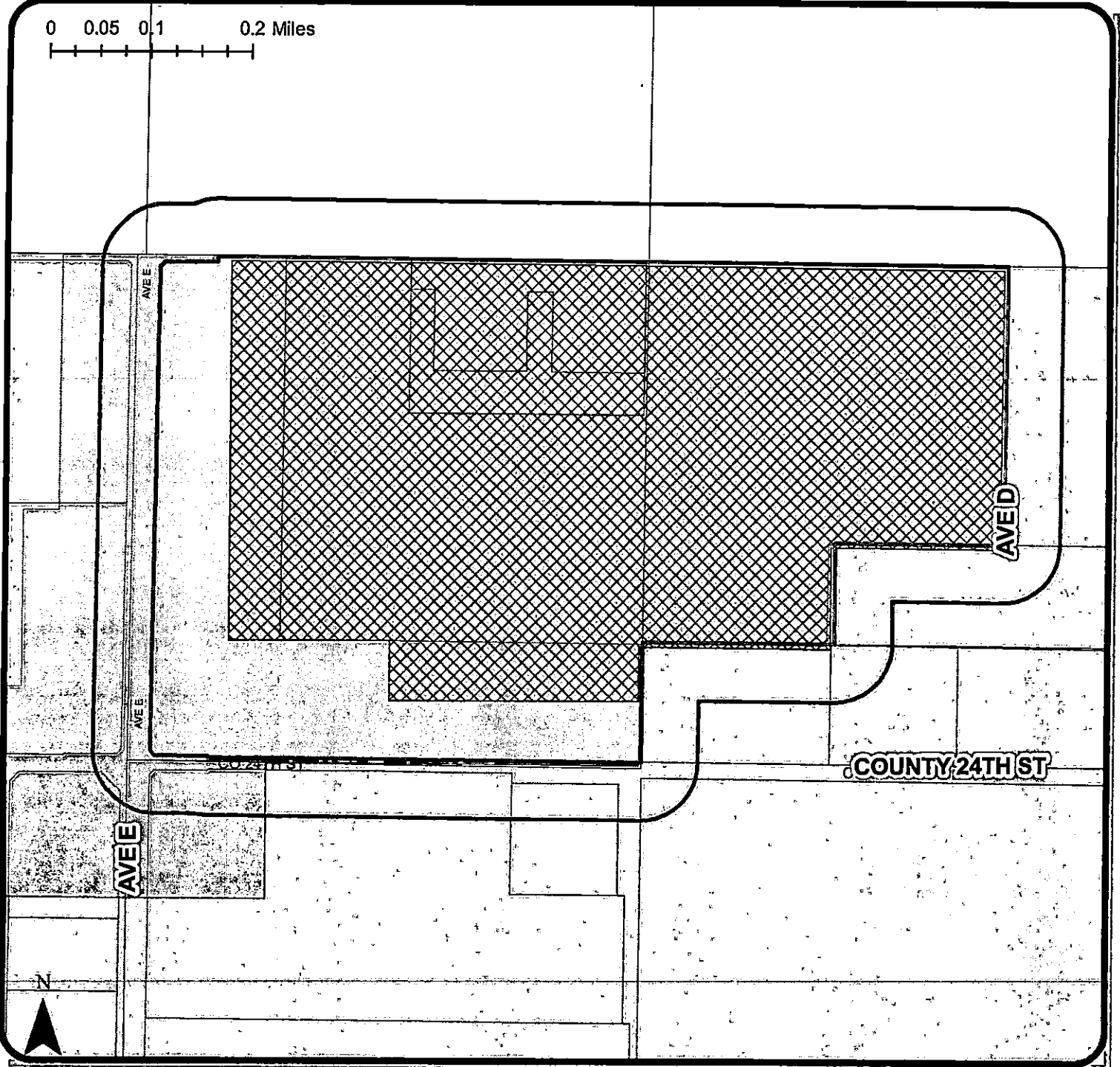
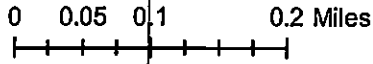
Gerardo Sanchez, Mayor

ATTEST:

APPROVED AS TO FORM:


Sonia Cornelio, City Clerk





Kay Marion Macuil, City Attorney












LOCATION OF SUBJECT PROPERTY

LOCATION MAP

Rezoning

-  Parcel 227-11-004 & 227-11-005
-  Rezone from LI, C2, R2, R3 to R1-6.
-  300ft Notification Area

- ZONING**
-  COMMERCIAL ZONING DISTRICTS
 -  INDUSTRIAL ZONING DISTRICTS
 -  LI
 -  R1
 -  MULTIPLE RESIDENCE ZONING DISTRICTS
 -  R1-6
 -  R1-3
 -  SINGLE RESIDENCE ZONING DISTRICTS
 -  R1-2

CASE #
2021-0693

DATE:
11/15/2021

CHECKED BY:
ROMAN PACHECO

PLANNING & ZONING



GIS

CREATED BY:
ISAAC GUTIERREZ

APPROVED BY:
JOSE A. GUZMAN



City of San Luis

Development Services Department

Planning · Zoning · GIS · Building Safety · Code Enforcement

June 10, 2024

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

Re: Subdivision Case No. 2024-0205P & 2024-0206F Los Mezquites Unit 4 Subdivision

City Engineer:

Plat

1. The street names of the north-south street are different on the preliminary plat and on the preliminary improvement plans.
2. The street intersection at corner of M. Concha Lane and A. Leon Ave. is shown as a curve but needs to be knuckle - curves require much larger radii. (Same comment will apply to the intersection at the southeast corner of the future Townhomes.)

Improvement Plans

1. Roadway Sheets -
 - Check that curb return radii meet standards.
 - Sheet 2 — 24th Avenue — add a grade break to create a high spot in the gutter line in between San Pedro Street and San Luis Lane.

Planning and Zoning Department:

Plat

1. Call out basis of bearing line on plat.
2. On APPROVAL section revise Director of Planning and zoning to Director of Development Services
3. As per City of San Luis Roadway Naming and Addressing Policy revise Papo Neblina Avenue to 24th Drive, revise A Leon Avenue to 25th Avenue, revise M Concha Lane to 25th Drive. However the applicant can submit a special request under commemorative purposes as defined in the San Luis Roadway Naming and Addressing Policy.
4. Provide CCR's and Title Report.

Improvement Plans

Paving and grading

1. Please provide landscaping plans as per Section 18.90 of the City of San Luis Zoning Ordinance.

Sheet 1

1. Revise street names to match plat (Revise all sheets).
2. Please provide distance from centerline for stormdrain pipes (Revise all sheets).
3. Provide street improvement information (elevation, slope, stationing, callout, etc) on 24th Avenue similar to San Luis Lane.
4. Papo Neblina Avenue seems to be lacking streetlight, revise/clarify accordingly.
5. Remove northbound stop sign from Papo Neblina Avenue and Udall Lane intersection.
6. Revise Papo Neblina Avenue northernmost slope going north seems to be a 0.25%, revise throughout plans and drainage report accordingly.
7. Revise A Leon Avenue slope between Udall and Monreal Lane, 0.33% seems to be a 0.25%, revise throughout plans and drainage report accordingly.
8. Keynotes. Reference callouts accordingly. Details are on sheet 7 (Revise all sheets).
9. Keynote 18. Provide/reference sawcut detail.
10. Drafting comment: Match elevation legend to what is shown on plans (revise all sheets).

Sheet 2

1. Check elevations and slope on San Luis Lane towards A Leon Avenue, low area on Sta. 42+00. Revise/clarify accordingly.
2. Label retention basins (Numbering, high water elevation, finish grade, etc), revise all sheets.

Sheet 5

1. Check elevations on A Leon Avenue between San Pedro and Los Olivos, seems drainage is going into the Grade break.
2. Check elevations on A Leon Avenue and Los Olivos intersection, some C/G elevations are at pavement edge and NE corner gutter elevation is 5.5' deep.
3. Revise A Leon Avenue and south of San Francisco slope going north seems a lot higher than 0.25%, revise throughout plans and drainage report accordingly.

Sheet 7

1. Detail D/7 revise shown invert or rename accordingly.

Water and sewer plan

1. Submit ADEQ Permits

Sheet 8

1. Revise street names to match plat (Revise all sheets).
2. Provide water line labels (lengths, diam., etc.) similar to sewer lines labels, would be easier to identify on plans and water valve locations (Revise all sheets).
3. Provide sewer service to lot 630.
4. Provide sewer line labels on north-south sewer lines as east-west sewer lines.
5. Provide distance from centerline on water and sewer lines going north-south.

Sheet 10

1. MH#5, make sure if 3.6' depth would be adequate for a manhole.

Sheet 14

1. Show water main and stormdrain crossings on profile to ensure proper spacing is obtained. (Revise all sheets).

Sheet 19

1. Check stationing on MH#26 and Co#2 on Nadine Street profiles.
2. Check stationing on MH#29 and Co#1 on Jett Street profiles.

Sheet 20

1. Check sewer line slopes on Papo Neblina Avenue profile.
2. Remove/Revise lowest invert on EX. MH. On Papo Neblina Avenue profile

Sheet 21

1. Check sewer line slopes on Papo Neblina Avenue profile.

Sheet 22

1. Check sewer line slopes on A Leon Avenue profile.

Public Works Department:

Plat

1. Assure corner triangles are per City Standards.

General

1. Assure design meets City of San Luis Standards. Any deviations from City Standards need City of San Luis approval prior to incorporating into the design. Update General Note No. 1 to reflect this.
2. Update traffic study to reflect current and planned development.

Grading Plan

1. Final street light design will be coordinated with APS directly, to include possible dual mast arm streetlights along the landscape area and park.
2. Sidewalk ramp radius to meet City Standards
3. Add barricade on San Luis Lane and 24th Avenue.
4. Add barricade on San Luis Lane and Ruiz Avenue.
5. Add barricade on San Luis Lane and Ramos Lane.
6. Add barricade on San Luis Lane at east end of road.
7. Add stop bars on intersection of 24th Avenue and San Luis Lane as well as on residential streets with San Luis Lane as well as with 24th Avenue.
8. Details called out on sheet 3 are missing.
9. Correct Detail callouts as necessary as some don't correspond to details.
10. Retention Basin bottoms to have a minimum width of 10 feet. Section 3.6.5 Public Works Standards for Yuma County Volume III — Storm Drainage Facilities.
11. Confirm 24th Avenue lane transition meets MUTCD.
12. Include striping plan for 24th Avenue.

Details

1. Detail D/7 to incorporate positive slope away from pipe outlet to avoid standing water on concrete headwall floor. Add protective grate over pipe opening. Incorporate deep enough key (18" minimum) to front of headwall floor to prevent scour.
2. CMU wall along the detention center and wastewater treatment plant shall be 8 feet on the high ground elevation side.

Water and Sewer

1. Provide assurance for a new odor control system for the lift station serving this development. The City to provide specifications.

2. Confirm with Parks if sufficient water meters and backflows are provide for the entire landscaped area or for any future improvements.

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 that occurs prior to the 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 Development Services Department at 928-341-8563 extension 2064.



Jose A. Guzman
Director of Development Services



PLANNING & ZONING AGENDA ITEM REVIEW FORM

Planning & Zoning Commission Meeting

4. B.

Meeting Date: 06/11/2024

Submitted By: Juan Tejeda, Associate Planner, Development Services, Planning & Zoning

ITEM:

Discussion and possible action on any and all matters regarding Subdivision Case No. 2024-0206F. A request by Edais Engineering Inc., on behalf of Riedel Holdings LLC, for the approval of Los Mezquites Unit 4 final plat. The property is located at the southeast corner of San Luis Lane and 24th Avenue in San Luis, Arizona.

A. Staff Presentation

B. Action on Subdivision Case No. 2024-0206F

SUMMARY:

This subdivision will contain approximately 74.81 acres and will consist of 267 residential lots. The residential lots range in size from approximately 6,000 square feet to 10,500 square feet and 1 large lot containing approximately 11.83 acres designated for future Los Mezquites Townhomes 2 development. Assessor's Parcel Number 227-11-004.

GENERAL PLAN:

City Council approved Major Amendment Case No. 2021-0340 changing the land use designation to Medium Density Residential (MDR). The Major Amendment allowed the applicant to rezone the property to R1-6.

DEVELOPMENT AGREEMENT:

A development agreement was approved by Resolution No. 2204, the term of the development agreement is for five (5) years. The development agreement approved includes the following conditions:

- 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 the Public Works Department. Dedication of right of way on County 24th shall be 62 feet from the 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.
- 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 that is the subject of this agreement.
- The owner agrees to make such dedications of property as may be needed or necessary for such development at 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.

- 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 streetlights 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.
- Residential Development. The 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.
- 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.
- Waste Water Treatment Plant. The 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.
- Land Dedication for Park. The owner wishes to donate to the city, and the city agrees to accept from the Owner certain land within the Property, containing five (5) gross acres of buildable land in addition to the open space requirement. The owner agrees to convey to the City by executing a Deed, free and clear of all liens and encumbrances.
- Covenants, Conditions, and Restrictions. For any lot developed or to be developed as other than residential development, the 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.
- Special Taxing Districts. The owner agrees to agree to the formation of a street lighting improvement district, a community facilities district, and any enhanced municipal district needed.
- Regulations. The terms of this Agreement are in addition to City codes, rules, fees, and regulations that are applicable to this action.
- Buffer. The 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.

REZONING:

The City of San Luis City Council approved on January 12, 2022, Rezoning Case No. 2021-0639/ Ordinance No. 423 rezoning 186 acres to Medium Density Residential (R1-6). The Rezoning was approved with the following conditions:

1. Developer must comply with all provisions and conditions of the development agreement approved by Resolution No. 2204.
2. That any development of the property, or a portion thereof, and/or the approval of any subdivision plat, be conditioned upon payment to the city the sum of \$260.00 per acre, or any portion of an acre, as a proportionate contribution for a traffic signal at the intersection of County 24th Street and Avenue E.
3. Development must comply with Public Works Standards as approved by City Council during the

Final Plat. Updated Public Works Standards to include right-of-way requirements, pavement thickness, and other applicable standards.

4. Developer, on behalf of itself, its heirs, successors, and assigns agrees to transfer a strip of land 30 feet wide all along the Detention Center property. Title to said property shall vest to the San Luis Facility Development Corporation in fee simple free and clear of all liens and encumbrances.

STAFF RECOMMENDATION:

The applicant has provided the information and materials necessary for the review of the final plat for Los Mezquites Unit 4 Subdivision.

Staff recommends approval of Subdivision Case No. 2024-0206F with the following conditions:

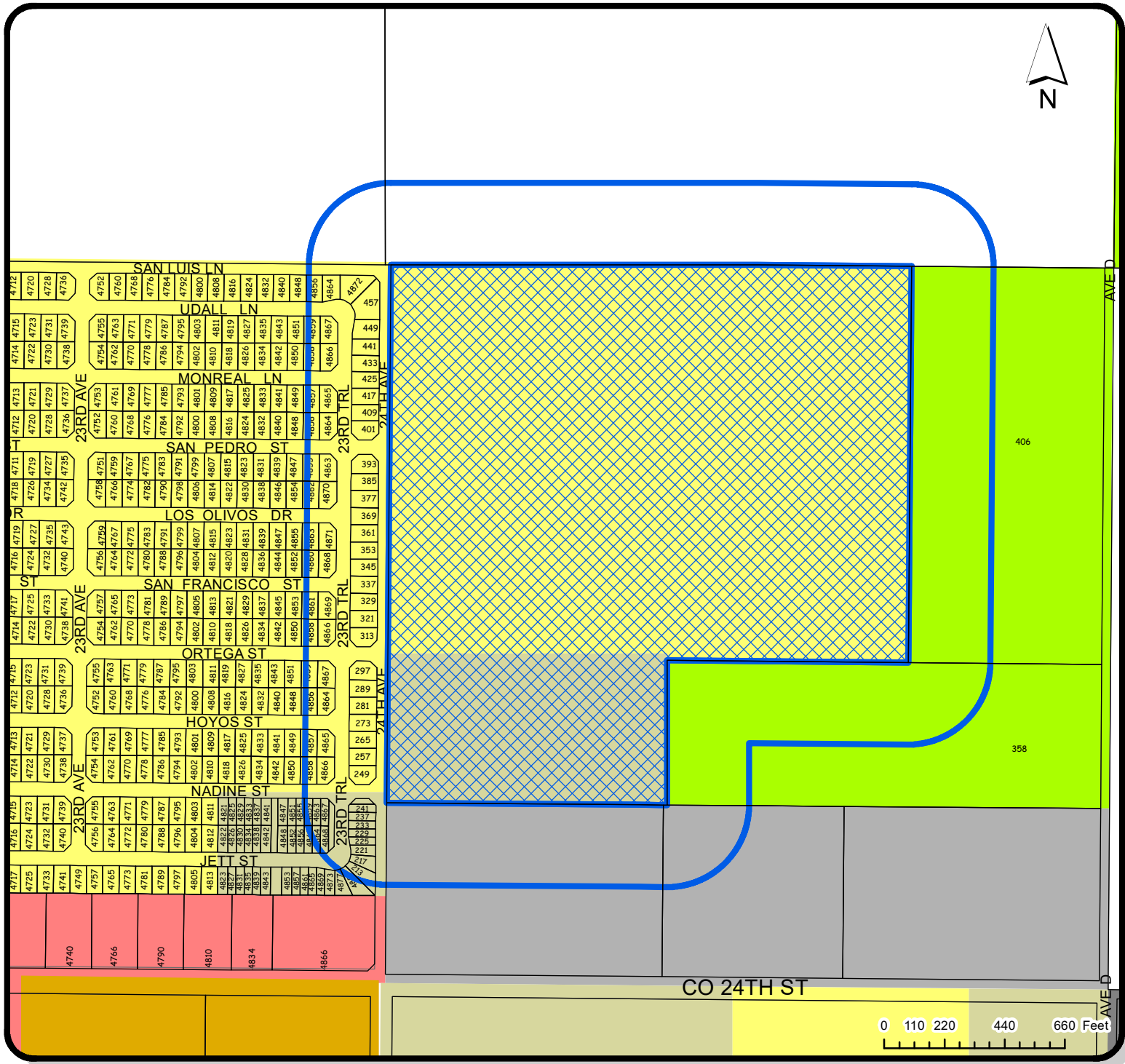
1. Applicant must address comments from Comment Letter dated 6-10-2024.
2. Developer must comply with all provisions and conditions of the development agreement approved by Resolution No. 2204 and any amendments.
3. Developer must comply with all provisions and conditions of Ordinance No. 423.
4. Landscaping plans shall be submitted prior to presenting this item to City Council.
5. Developer shall develop and construct any and all improvements needed and necessary for the signalization of the intersections at 24th Street and Ave. E and 23 ½ and Ave. E in accordance with the Public Works Standards of the City and the standards of the Arizona Department of Transportation, subject to the payback provisions of Section 15.10.130 (C) of the City Code.

RECOMMENDED MOTION:

I MOVE TO FORWARD SUBDIVISION CASE NO. 2024-0206F TO THE CITY COUNCIL WITH THE RECOMMENDATION OF APPROVAL WITH CONDITIONS AS PRESENTED BY STAFF.

Attachments

Location map
Final plat
Applicant Narrative
Improvement plans
Resolution No. 2204 - Development Agreement
Ordinance No. 423 - Rezoning
Review Comment Letter dated June 10, 2024



LOCATION OF SUBJECT PROPERTY

LOCATION MAP

SUBDIVISION

 **PARCEL ID: 227-11-004**

CASE #
2027-0206F

- Legend**
- SINGLE RESIDENCE ZONING DISTRICTS**
 - R1-6
 - RA-10
 - MULTIPLE RESIDENCE ZONING DISTRICTS**
 - R-2
 - R-3
 - COMMERCIAL ZONING DISTRICTS**
 - C-2
 - INDUSTRIAL ZONING DISTRICTS**
 - LI

DATE:
4/18/2024

PLANNING & ZONING



GIS

CREATED BY:
ISAAC GUTIERREZ

CHECKED BY:
JUAN TEJEDA

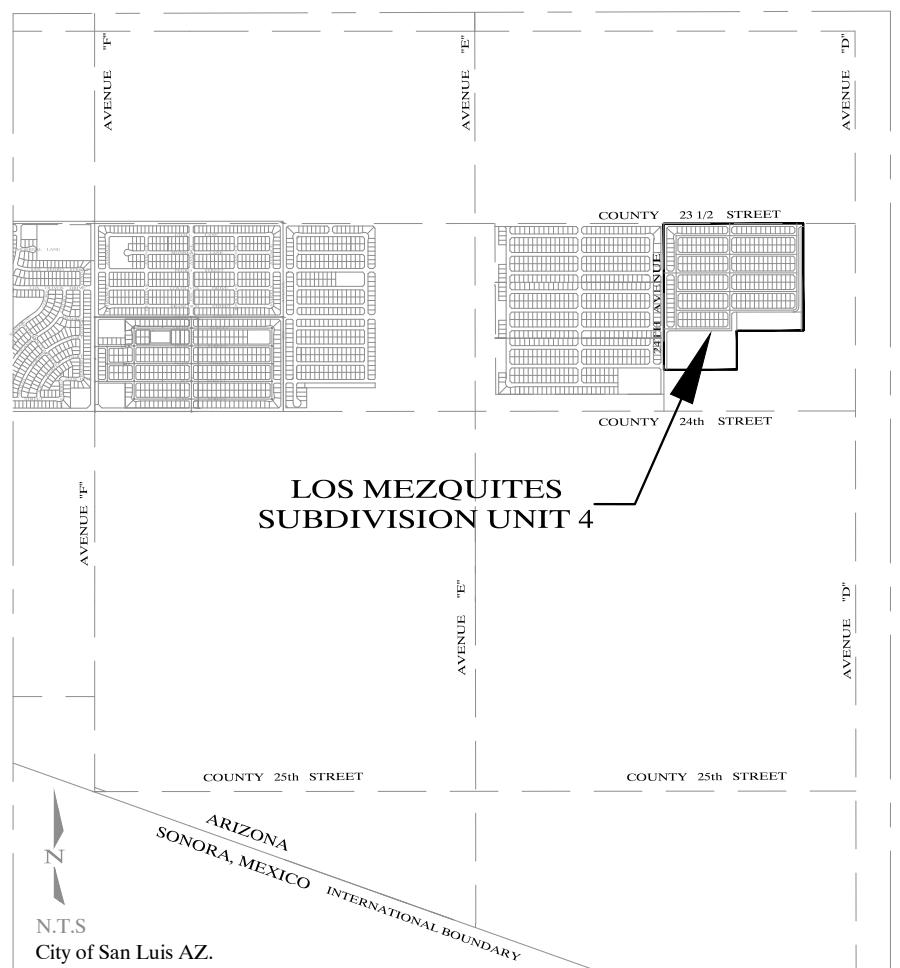
APPROVED BY:
JOSE A. GUZMAN

FINAL PLAT

LOS MEZQUITES SUBDIVISION UNIT 4

A SUBDIVISION OF A PORTION OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 11 SOUTH, RANGE 24 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YUMA COUNTY, ARIZONA

DATE OF PREPARATION: MARCH 2024 NUMBER OF LOTS: 267 ACREAGE: 74.8124 ACRES



VICINITY MAP

DEDICATION

STATE OF ARIZONA } SS
 COUNTY OF YUMA } SS

KNOW ALL MEN BY THESE PRESENTS: THAT RIEDEL HOLDINGS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, HAS CAUSED THE FOLLOWING DESCRIBED PROPERTY: THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 11 SOUTH, RANGE 24 WEST, GILA & SALT RIVER BASE & MERIDIAN, YUMA COUNTY, ARIZONA AS PLATTED HEREON TO BE SUBDIVIDED INTO LOTS, STREETS AND TRACTS UNDER THE NAME OF "LOS MEZQUITES SUBDIVISION UNIT 4" AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, STREETS AND TRACTS CONSTITUTING SAID "LOS MEZQUITES SUBDIVISION UNIT 4" AND THAT THE LOTS SHALL BE KNOWN BY THE NUMBER, THE STREETS BY THE NAME AND THE TRACTS BY THE LETTER GIVEN EACH RESPECTIVELY ON SAID PLAT; AND THAT RIEDEL HOLDINGS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, HEREBY DEDICATES THE STREETS TO THE PUBLIC FOR ITS USE AND BENEFIT. TRACT A IS DEDICATED TO THE CITY OF SAN LUIS FOR STORM WATER RETENTION PURPOSES, TRACT B IS DEDICATED TO THE CITY OF SAN LUIS FOR A PARK. THE EASEMENTS ARE DEDICATED FOR THE PURPOSES SHOWN HEREON, AND AS SET FORTH IN THE DECLARATION OF RESERVATIONS, COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED CONCURRENTLY HERewith. A THREE FOOT NON-CONSTRUCTION AND NO OBSTRUCTION EASEMENT FOR 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, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, HAS CAUSED ITS COMPANY NAME TO BE SIGNED AND ITS COMPANY SEAL TO BE AFFIXED AS ATTESTED BY THE SIGNATURE OF NEVES GARCIA RIEDEL, ITS MEMBER, THEREUNTO DULY AUTHORIZED ON THIS _____ DAY OF _____, 2024

NEVES GARCIA RIEDEL, MEMBER
 RIEDEL HOLDINGS, LLC AN ARIZONA LIMITED LIABILITY COMPANY

ACKNOWLEDGMENT

STATE OF ARIZONA } SS
 COUNTY OF YUMA } SS

ON THIS _____ DAY OF _____, 2024 BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED NEVES GARCIA RIEDEL, WHO ACKNOWLEDGED HERSELF TO BE MEMBER OF RIEDEL HOLDINGS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AND THAT SHE, AS SUCH OFFICER BEING DULY AUTHORIZED TO DO SO, EXECUTED THE DEDICATION INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED BY SIGNING THE NAME OF SAID COMPANY BY HERSELF AS SUCH OFFICER.

IN WITNESS WHEREOF
 I HEREBY SET MY HAND AND OFFICIAL SEAL

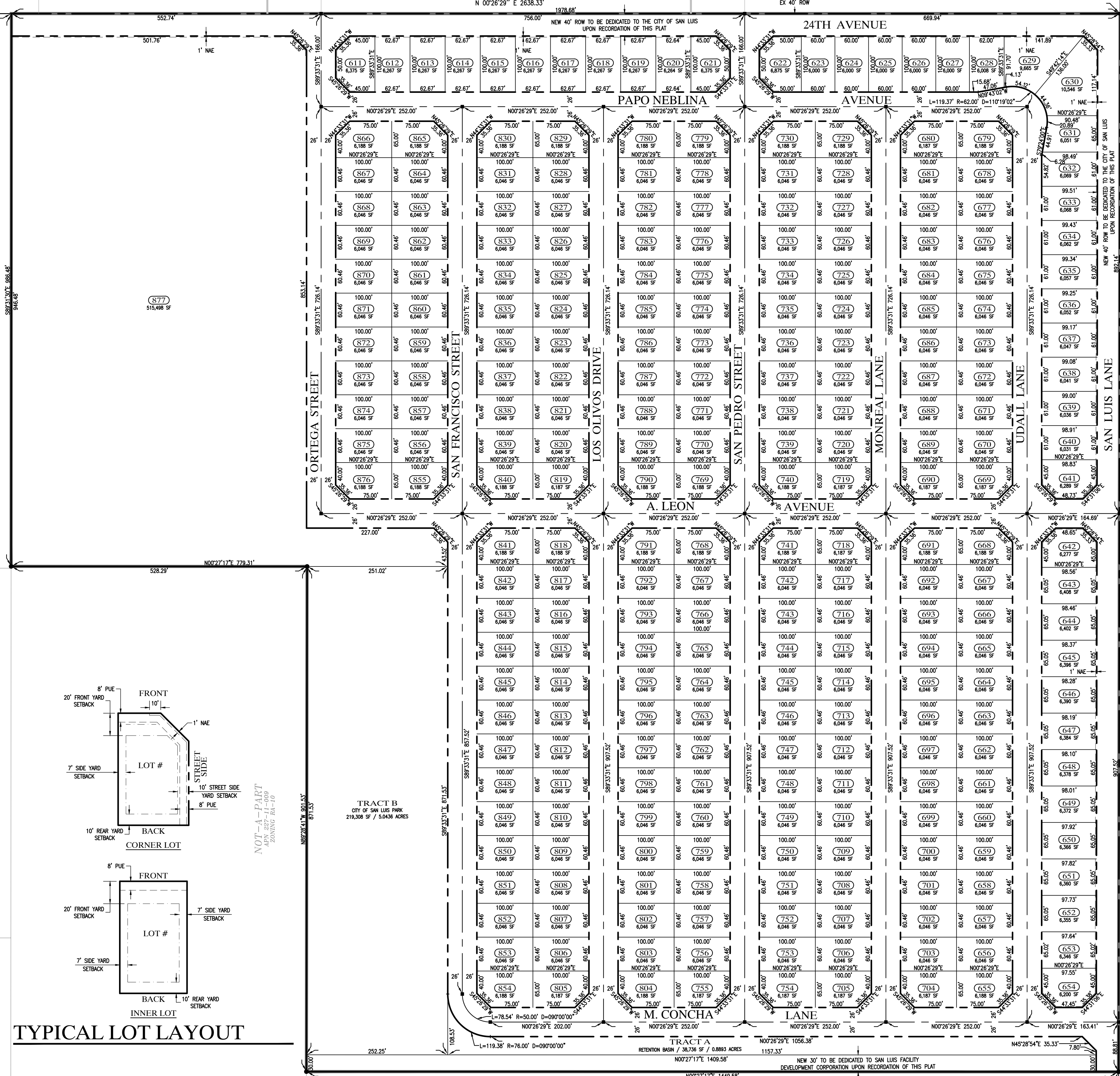
NOTARY PUBLIC
 MY COMMISSION EXPIRES _____

APPROVED

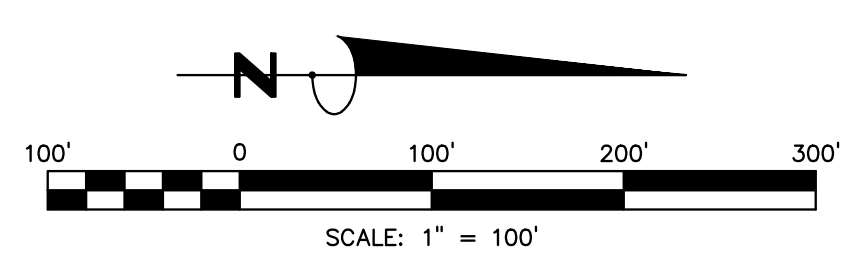
STATE OF ARIZONA } SS
 COUNTY OF YUMA } SS

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

VICE MAYOR	DATE
CITY MANAGER	DATE
DIRECTOR OF PLANNING AND ZONING	DATE
CITY ENGINEER	DATE
CITY PUBLIC WORKS DIRECTOR	DATE



TYPICAL LOT LAYOUT



LEGEND

- CENTERLINE / SECTION LINE
- SUBDIVISION BOUNDARY
- RIGHT OF WAY LINE
- SETBACK LINE
- EASEMENT LINE (TYPE AS SHOWN)
- (700) NEW LOT NUMBER
- 6,000 SF NEW LOT AREA IN SQUARE FEET
- NEW STREET MONUMENT PER CITY OF YUMA STD No. 4-030
- NEW BOUNDARY MONUMENT PER CITY OF YUMA STD No. 4-015
- EXISTING MONUMENT (TYPE AS NOTED)
- ROW RIGHT OF WAY
- NAE NON ACCESS EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- APN ASSESSOR'S PARCEL NUMBER
- BK BK
- DKT DOCKET
- PG PAGE
- YCR YUMA COUNTY RECORDS
- AHD ARIZONA HIGHWAY DEPARTMENT
- GLO GENERAL LAND OFFICE

BASIS OF BEARINGS

THE MID-SECTION LINE OF SECTION 11, T11S, R24W, GASRB&M, YUMA COUNTY, ARIZONA, AS SHOWN ON DKT 1848, PG 711, YCR. BEARINGS: N 00°26'29" E

ZONING

R1-6 MEDIUM DENSITY RESIDENTIAL

OWNER/DEVELOPER

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

RESTRICTIVE COVENANTS

HAVE BEEN RECORDED CONCURRENTLY AND ARE A PART OF THIS PLAT

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. LOMEJ RLS No. 22767

PREPARED BY:

EDAIS
 Engineering, Inc.
 3075 S. Ave. 4E Yuma, Arizona 85365
 (928) 344-3508 FAX (928) 341-1075
 EMAIL: najeh@edaisgroup.com

Los Mezquites Unit 4 Subdivision

Final Plat Narrative Statement

We request the City of San Luis to review the Final Subdivision Plat of Los Mesquites Unit 4. This project consists of a single-family residential subdivision of approximately 74.8124 acres that will consist of 267 lots for home sites and one tract that will be used for storm water retention. All lots are over 6000 SF. This proposed subdivision will be located at the southeast corner of San Luis Lane and 24th Avenue, in San Luis, Arizona.

LOS MEZQUITES UNIT 4 AND LOS MEZQUITES TOWNHOMES 2 SUBDIVISIONS

GENERAL NOTES

- STANDARDS AND SPECIFICATIONS**
ALL CONSTRUCTION IS TO BE IN ACCORDANCE WITH CITY OF SAN LUIS STANDARDS, INCLUDING THE ADOPTED CITY OF YUMA CONSTRUCTION STANDARD DETAIL DRAWINGS, THE MAG UNIFORM STANDARD SPECIFICATIONS AND THE CITY OF SAN LUIS SUPPLEMENT TO THE CITY OF YUMA STANDARDS AND THE MAG SPECIFICATION, UNLESS OTHERWISE SPECIFICALLY NOTED ON THESE PLANS.
- UTILITIES**
IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT THE BLUE STAKE CENTER AT 1-800-STAKE-IT TO EXACTLY LOCATE THE UNDERGROUND UTILITIES WITHIN THE CONSTRUCTION AREA TWO WORKING DAYS BEFORE ANY EXCAVATION BEGINS, OR THE INCLUSION OF UTILITY LOCATIONS ON THE PLANS IS NOT BE CONSIDERED AS THE NONEXISTENCE OF, OR A DEFINITE LOCATION OF, EXISTING UNDERGROUND UTILITIES. THE LOCATION OF UNDERGROUND UTILITIES ILLUSTRATED ON THE PLANS IS APPROXIMATE. THE CONTRACTOR SHALL ASSUME COMPLETE RESPONSIBILITY FOR DAMAGED UTILITIES.
- AS-BUILT DRAWINGS**
THE CONTRACTOR SHALL MAINTAIN ONE SET OF PLANS ON THE JOB SITE AND SHALL RECORD IN RED COLORED PENCIL ALL CASES WHERE ACTUAL FIELD CONSTRUCTION DIFFERS FROM WORK SHOWN ON THE PLANS. ALL CONCEALED WORK AND UTILITY LOCATIONS SHALL BE DIMENSIONED AND REFERENCED. THE MARKED-UP SET OF DRAWINGS SHALL BE DELIVERED TO THE ENGINEER UPON COMPLETION OF THE WORK WHICH SHALL REFLECT "AS-BUILT" MODIFICATIONS.
- DUST CONTROL**
DUE TO THE LOCATION OF THE WORK THE CONTRACTOR SHALL MAKE SPECIAL EFFORTS TO CONTROL DUST DURING THE PROCESS OF THE WORK. DUST SHALL BE MAINTAINED TO A MINIMUM BY REGULAR APPLICATIONS OF WATER NECESSARY AND AS DIRECTED BY THE ENGINEER. DURING AND AT THE CONCLUSION OF THE PROJECT, THE CONTRACTOR SHALL SWEEP THE STREETS TO REMOVE ALL LOOSE DIRT AND DUST RESULTING FROM THE CONSTRUCTION OPERATIONS.
- BARRICADES**
CONTRACTOR SHALL PROVIDE LIGHTED BARRICADES POSITIONED ON FOUR FOOT CENTER AROUND THE PERIMETER OF OPEN EXCAVATIONS AT THE CONCLUSION OF THE WORK DAY.
- CLEANUP**
THE CONTRACTOR SHALL REMOVE AND DISPOSE OF ALL UNCLASSIFIED EXCAVATION MATERIAL, EXISTING PAVEMENT, CONCRETE DEBRIS AND ALL OTHER MATERIAL RESULTING FROM DEMOLITION ACTIVITIES.
- PERMITS**
THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND BUSINESS LICENSES AND SHALL NOTIFY THE CITY OF SAN LUIS, ARIZONA, AND EDAS ENGINEERING, INC. AT LEAST 72 HOURS PRIOR TO COMMENCING WORK AND AT LEAST 48 HOURS PRIOR TO REQUIRING AN INSPECTION.
- SANITARY FACILITIES**
IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE ADEQUATE SANITARY FACILITIES ON THE LOCATION OF THE PROJECT FOR USE BY THE CONTRACTOR'S EMPLOYEES.
- POWER LINES**
THE CONTRACTOR SHALL FAMILIARIZE THEMSELVES WITH OVERHEAD ELECTRIC LINE CONDITIONS AND TAKE NECESSARY PRECAUTIONS, TO PROTECT AGAINST INJURY AND DAMAGE DURING CONSTRUCTION.
- TRAFFIC CONTROL**
IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE AND MAINTAIN PROPER SIGNS, BARRICADES AND WARNING LIGHTS TO CONTROL THE TRAFFIC AND TO ASSURE THE PUBLIC'S HEALTH, WELFARE AND SAFETY. ALL DEVICES MUST CONFORM TO THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.
- CHANGES**
THE CONTRACTOR SHALL NOTIFY THE CITY OF SAN LUIS, AZ. AND THE ENGINEER IMMEDIATELY OF ANY CONDITIONS REQUIRING CHANGE TO THE PLANS.
- ACCESS TO ADJACENT PROPERTY**
ACCESS TO ADJACENT PROPERTIES, CROSS STREETS OR USE OF STREETS SCHEDULED FOR IMPROVEMENT MUST BE REASONABLY MAINTAINED FOR NORMAL ACCESS AND LOCAL BUSINESSES AND RESIDENTS.

- CONSTRUCTION STAKING**
ALL CONSTRUCTION STAKING WILL BE PROVIDED BY THE CONTRACTOR. CONSTRUCTION STAKING MUST BE DONE BY A PROFESSIONAL ENGINEER OR LAND SURVEYOR.
- ANY ITEM OF WORK CALLED OUT BY THE CONTRACT PLANS OR SPECIFICATIONS AND NOT SPECIFICALLY NOTED AS A BID ITEM ON THE PROPOSAL SHALL BE CONSIDERED INCIDENTAL TO SAID BID ITEM.
- REFER TO SUBDIVISION PLAT FOR ALL BOUNDARY INFORMATION AND DIMENSIONS.
- THE CONTRACTOR WILL PROVIDE THE ENGINEER AND THE CITY OF SAN LUIS, AZ. WITH CERTIFIED COMPACTION, CONCRETE, AND LABORATORY TESTS AS REQUIRED BY THE CITY OF SAN LUIS STANDARD SPECIFICATIONS FOR ALL WORK WITHIN CITY OF SAN LUIS RIGHT-OF-WAYS PRIOR TO ACCEPTANCE OF THE PROJECT.
- ALL MATERIAL SUPPLIED MUST BE SUBMITTED AS "SUBMITTALS FOR CONSTRUCTION".
- IF THE CONTRACTOR FINDS ANY DISCREPANCY OR OMISSION IN THESE PLANS, HE SHALL NOTIFY THE ENGINEER BEFORE ANY INTERPRETATION OR DECISION IS MADE WHICH WILL AFFECT THE CONSTRUCTION COST, APPEARANCE, QUALITY, OR PERFORMANCE OF THE COMPLETE WORK.
- THE ENGINEER WILL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES OR FOR SAFETY PRECAUTIONS OR PROGRAMS UTILIZED IN CONNECTION WITH THE WORK, AND HE WILL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
- UNDERGROUND UTILITIES SHOWN HEREON ARE ONLY APPROXIMATE. CONTRACTOR SHALL VERIFY LOCATION, DEPTH AND ROUTING OF UTILITIES BEFORE CONSTRUCTION.
- ALL EXISTING MONUMENTATION SHALL BE REFERENCED PRIOR TO CONSTRUCTION AND REPLACED IF DISTURBED AFTER ALL WORK IS COMPLETED BY CONTRACTOR.
- PAVING CONTRACTOR TO COORDINATE WITH IRRIGATION AND UTILITY CONTRACTORS TO INSURE INSTALLATION OF IRRIGATION AND ELECTRICITY CONDUITS AND ALL UNDERGROUND UTILITIES PRIOR TO PAVING OR PLACING ABC.
- PAVING CONTRACTOR TO PROVIDE ALL BACKFILL REQUIRED BEHIND ALL NEW IMPROVEMENTS IN ACCORDANCE WITH THE TYPICAL DETAILS AND SLOPE LINES SHOWN HEREON.

GENERAL WATER NOTES

- ALL WATER LINE CONSTRUCTION HEREON TO BE IN ACCORDANCE WITH CITY OF SAN LUIS STANDARDS, INCLUDING THE ADOPTED CITY OF YUMA CONSTRUCTION STANDARD DETAIL DRAWINGS, THE MAG UNIFORM STANDARD SPECIFICATIONS AND THE CITY OF SAN LUIS SUPPLEMENT TO THE CITY OF YUMA STANDARDS AND THE MAG SPECIFICATION, AND THE ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY REGULATIONS, UNLESS OTHERWISE SPECIFICALLY NOTED ON THESE PLANS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PREPARATION AND FURNISHING TO THE ENGINEER OF "AS-BUILT" RECORD DRAWINGS. THE CONTRACTOR SHALL OBTAIN ONE SET OF PLANS FROM THE ENGINEER AND SHALL RECORD IN RED COLORED PENCIL ALL CASES WHERE ACTUAL FIELD CONSTRUCTION DIFFERS FROM WORK SHOWN ON THE PLANS, TO INCLUDE SERVICE LOCATIONS.
- ALL WATERLINES WILL BE PRESSURE AND LEAKAGE TESTED TO 150 PSI FOR 2 HOURS. SEE THIS SHEET FOR TEST PROCEDURE.
- WATER CONTRACTOR SHALL PROVIDE THE ENGINEER WITH A COPY OF THE BACTERIOLOGICAL TEST RESULTS TAKEN ON THE SYSTEM.
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE BLUE STAKE CENTER TO LOCATE ALL UNDERGROUND EQUIPMENT WITHIN THE CONSTRUCTION AREA 48 HOURS PRIOR TO THE START OF ANY EXCAVATION. CALL THE BLUE STAKE CENTER AT 1-800-782-5348. CONTRACTOR SHALL VERIFY LOCATION AND ELEVATIONS OF ALL EXISTING UTILITIES. PRIOR TO ANY CONSTRUCTION LOCATION OF UTILITIES SHOWN ON THESE PLANS ARE APPROXIMATE AND INFORMATION ONLY.
- THE CONTRACTOR SHALL TAKE NECESSARY PRECAUTIONS TO PROTECT EXISTING UTILITIES FROM DAMAGE DUE TO HIS OPERATIONS. ANY DAMAGE TO THE UTILITIES SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE.
- DEFLECT 8" WATER LINE AS SHOWN. MAX. ACCEPTABLE DEFLECTION OF 8" PIPE PER STANDARD 20' LENGTH TO BE 9". NO DEFLECTION TO OCCUR AT JOIN.
- THE ENGINEER SHALL REVIEW ALL PIPE (WATER) MATERIAL SUBMITTALS TO ENSURE CONFORMANCE TO REQUIREMENTS BEFORE THE START OF CONSTRUCTION.
- ALL WATER LINES (MANS AND SERVICES) SHALL INCLUDE THE INSTALLATION OF TRACER WIRE IN ACCORDANCE WITH STANDARD DETAIL No. 5-030.
- THE END OF EACH WATER LINE TO HAVE A TEMPORARY OR PERMANENT BLOWOFF VALVE, AS SHOWN IN PLANS.
- THE CONTRACTOR MUST COORDINATE CONSTRUCTION INSPECTION WITH THE ENGINEER.
- WATER / SEWER LINES SEPARATION NEEDS TO BE IN ACCORDANCE WITH A.A.C.R.18-5-502
- A MINIMUM OF SEVEN FEET SHALL BE MAINTAINED BETWEEN PARALLEL WATER AND SEWER LINES AND WATER AND SEWER SERVICE LINES
- SEWER MAINS AND SERVICES SHALL BE CLASS C909 PVC PIPE FOR A DISTANCE OF 7' IN BOTH DIRECTIONS FROM A WATER MAIN OR SERVICE WHEN:
 - SEWER MAIN OR SERVICE CROSSES LESS THAN 2' BELOW A WATERMAIN OR SERVICE;
 - WATER MAIN OR SERVICE CROSSES BELOW A SEWER MAIN OR SERVICE. (A MINIMUM OF 24" SEPARATION SHALL BE MAINTAINED VERTICALLY BETWEEN WATER AND SEWER MAINS AND SERVICES).
- FLANGE BOLTS SHALL BE PROTECTED BY 10 MIL POLYETHYLENE WRAP.
- WATER MAINS AND VALVES SHALL BE FLUSHED AND DISINFECTED BY THE "GENERAL METHOD" DESCRIBED IN THE 1978 ARIZONA DEPARTMENT OF HEALTH SERVICES ENGINEERING BULLETIN NO. 8.
- ENGINEERING PERSONNEL SHALL BE PRESENT WHEN WATER MAINS ARE BOTH FLUSHED AND PRESSURE TESTED.
- ALL TEES, 90 DEGREE ELBS, BENDS, HYDRANTS AND DEAD END PLUGS SHALL BE THRUST BLOCKED WITH CAST-IN-PLACE CONCRETE AND SHALL BE MECHANICAL JOINT (MEGA LUG) FITTINGS. 19 NO STREET, WATER AND IMPROVEMENTS TO BE ACCEPTED BY CITY OF SAN LUIS FOR MAINTENANCE UNTIL "AS-BUILT", CERTIFIED, REPRODUCIBLE PLANS ARE FILED WITH AND ACCEPTED BY CITY OF SAN LUIS ENGINEER.
- WATER LINES 4" OR LARGER SHALL BE PVC C900 DR 18 CLASS 235.
- CONTRACTOR WILL PROVIDE THE ENGINEER WITH ALL REQUIRED COMPACTION AND CONCRETE TESTS.
- ALL WATER LINE INSTALLATION MUST MEET OR EXCEED STANDARDS ESTABLISHED IN ADHS BULLETIN NO. 10.
- ALL PVC WATER DISTRIBUTION PIPES MUST BE APPROVED BY AND SHALL BEAR THE NSF SEAL FOR POTABLE WATER USE.
- THE OWNER SHALL CONTACT A PROFESSIONAL ENGINEER TO PROVIDE DETAILED CONSTRUCTION INSPECTION SERVICES FOR THE PROPOSED PROJECT. UPON COMPLETION OF THE PROJECT, THE OWNER'S ENGINEER SHALL COMPLETE THE ADEQ "ENGINEER'S CERTIFICATE OF COMPLETION" DOCUMENTATION AND FORWARD SAME TO THE APPROPRIATE OWOM REGIONAL OFFICE.
- ALL PIPES, FITTINGS, VALVES, COATINGS, ETC. SHALL CONFORM TO ANS/NSF STANDARD 60 AND 61.
- IF DEAD ENDS ON WATER MAINS CANNOT BE AVOIDED, THEY MUST HAVE BLOW-OFF VALVES (MIN. DIA. 2")

WATER LINE TESTING PROCEDURE

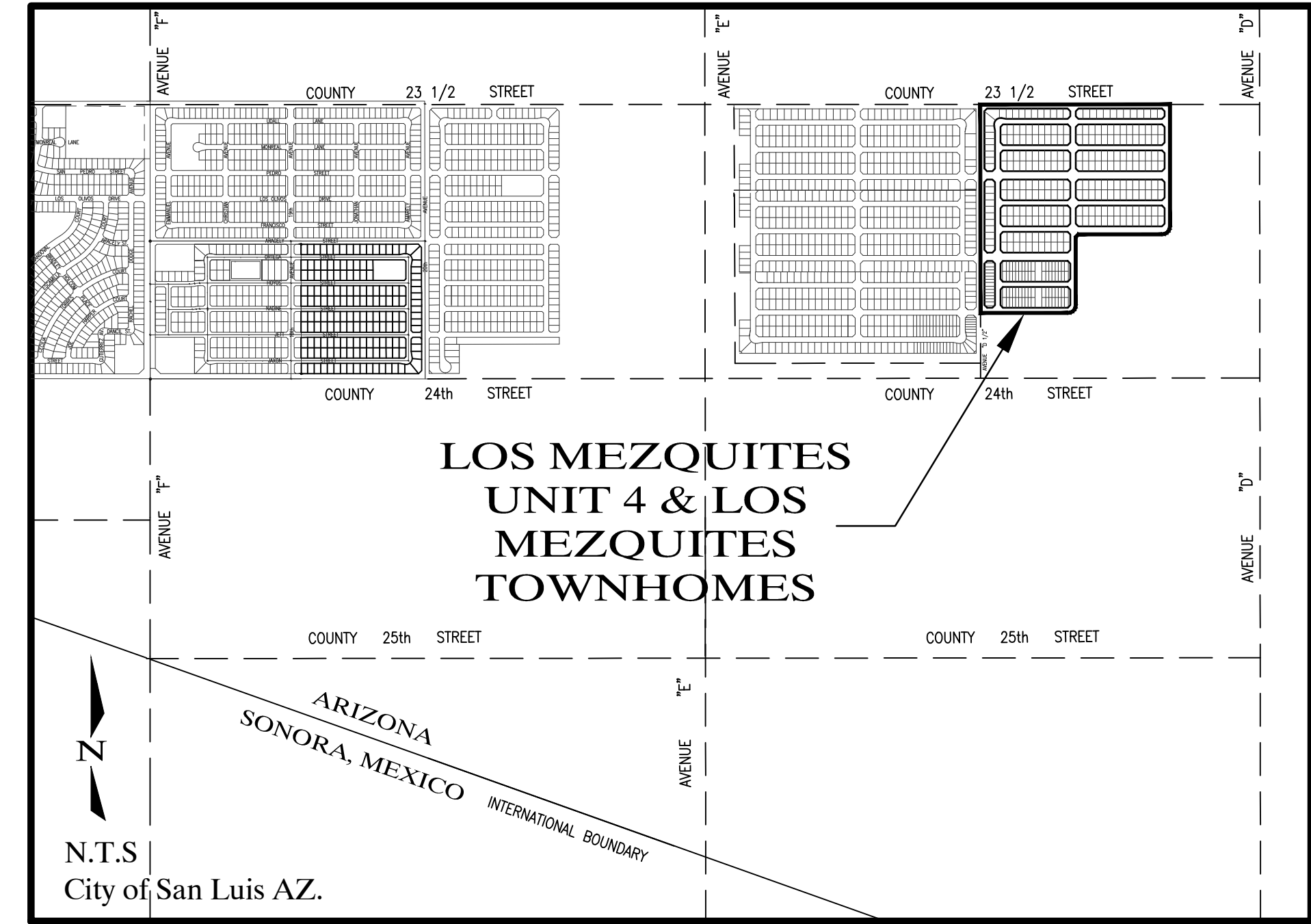
- ALL VISIBLE LEAKS SHALL BE REPAIRED REGARDLESS OF THE AMOUNT OF LEAKAGE AND REGARDLESS OF WHETHER THE LEAK DEVELOPS UNDER TEST PRESSURE OR LINE PRESSURE.
- INITIAL PRESSURES FOR BOTH THE PRESSURE TEST AND ALLOWABLE LEAKAGE TEST SHALL BE A MINIMUM OF 150 PSI
- A PRESSURE TEST WILL BE DEEMED AS SUCCESSFUL IF IT PASSES THE CRITERIA SET FORTH BY AWWA C-600, SEC. 94 (CURRENT EDITION) AND THAT CRITERIA NOTED ABOVE.
- SHOULD THE PRESSURE TEST BE UNSUCCESSFUL, THE CONTRACTOR HAS THE OPTION OF ATTEMPTING THE ALLOWABLE LEAKAGE TEST. THIS TEST WILL BE DEEMED SUCCESSFUL IF IT PASSES THE CRITERIA SET FORTH IN AWWA C-600, SECTION 94 (CURRENT EDITION) OR AWWA M-23 (CURRENT EDITION) WHICHEVER IS MORE RESTRICTIVE AND THAT CRITERIA NOTED ABOVE.
- DISINFECTION PROCEDURES FOR WATER LINES TO BE DONE AS PER AWWA C-605-94

GENERAL SEWER NOTES

- SEWER CONSTRUCTION STAKING SHALL BE DONE UNDER THE SUPERVISION OF A REGISTERED ENGINEER OR SURVEYOR.
- CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF SITE AND SOIL CONDITION AND SHALL NOTIFY ALL UTILITY AGENCIES PRIOR TO EXCAVATION.
- CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY OF ANY CONDITIONS REQUIRING CHANGE TO THE PLANS.
- CONTRACTOR SHALL NOTIFY CITY OF SAN LUIS PUBLIC WORKS PRIOR TO START OF CONSTRUCTION.
- STANDARD SPECIFICATIONS AND ARIZONA STATE HEALTH DEPARTMENT BUL. NO. 11 SHALL APPLY TO THIS PROJECT.
- A MINIMUM OF 7' SHALL BE MAINTAINED BETWEEN PARALLEL WATER AND SEWER LINES AND WATER AND SEWER MAINS.
- SEWER MAINS AND SERVICES SHALL BE CONSTRUCTED OF C909 PVC PIPE FOR A DISTANCE OF 7' IN BOTH DIRECTIONS FROM A WATERMAIN OR SERVICE WHEN:
 - SEWER MAIN OR SERVICE CROSSES LESS THAN 2' BELOW A WATER MAIN
 - WATER MAIN OR SERVICE CROSSES BELOW A SEWER MAIN OR SERVICE (A MINIMUM OF 24" SEPARATION SHALL BE MAINTAINED VERTICALLY BETWEEN WATER AND SEWER MAINS AND SERVICES).
- NO STREET, WATER AND SEWER IMPROVEMENTS WILL BE ACCEPTED BY CITY OF SAN LUIS FOR MAINTENANCE UNTIL "AS BUILT" CERTIFIED PLANS ARE FILED WITH AND ACCEPTED BY THE CITY OF SAN LUIS
- SEWER PIPE SHALL BE PVC, HAVE N.S.F. SEAL OF APPROVAL, AND MEET ASTM D-3034, SDR 35.
- SEWER MAINS SHALL BE PRESSURE AND LEAKAGE TESTED WITH 4 FEET OF HEAD UPSTREAM. ALLOWABLE LEAKAGE NOT TO EXCEED 200 GAL./IN. DIA./MILE OF PIPE/DAY.
- EXFILTRATION FROM MANHOLES SHALL BE LIMITED TO 0.1 GALS./HR./VERTICAL FOOT.
- DEFLECTION TEST OF AT LEAST 20% OF PLASTIC SEWER PIPE SHALL BE PERFORMED. SHORT TERM DEFLECTION IN EXCESS OF 5% SHALL BE CONSIDERED UNSERVICEABLE AND SHALL BE REPAIRED AND RETESTED.
- IN AREAS WHERE THE GROUNDWATER IS AT PIPE SPRING LINE OR ABOVE INFILTRATION TESTS SHALL BE PERFORMED. ALLOWABLE INFILTRATION FOR SEWER MAINS NOT TO EXCEED 200 GAL./IN DIA./MILE OF PIPE/DAY. ALLOWABLE INFILTRATION FOR MANHOLES SHALL BE LIMITED TO 0.1 GALS./HR./VERTICAL FOOT.
- SEWER LINE TEST SHALL BE PERFORMED IN ACCORDANCE WITH AAC R18-9-E301 (D) (C)
- ALL MANHOLES SHALL BE TESTED PER AAC R18-9-e301 (D) 3 e.

LEGEND

	BOUNDARY LINE
	CENTER LINE
	PROPERTY LINE
	LOT LINE
	SET MONUMENT (TYPE AS SHOWN)
	SET MONUMENT (TYPE AS SHOWN)
	EXISTING AC PAVEMENT
	NEW AC PAVEMENT
	NEW CONCRETE
	NEW CURB & GUTTER
	NEW SLOPED AREA
	LOT NUMBERS
	EXISTING ELEVATION
	EXISTING ASPHALT ELEVATION
	EXISTING CURB & GUTTER ELEVATION
	NEW CURB AND GUTTER ELEVATION
	NEW ASPHALT ELEVATION
	EXISTING SEWER LINE
	EXISTING WATER MAIN
	NEW SEWER LINE
	NEW WATER MAIN
	NEW MANHOLE
	EXISTING MANHOLE
	NEW MANHOLE
	INDICATES INVERT ELEVATION
	NEW DUAL WATER SERVICE
	NEW SINGLE WATER SERVICE
	NEW FIRE HYDRANT
	NEW GATE VALVE
	NEW GATE VALVE
	NEW TEMPORARY BLOWOFF
	NEW SEWER SERVICE



VICINITY MAP

SHEET INDEX

COVER SHEET	----- 0
LOS MEZQUITES UNIT 4 PLAT	----- 1 OF 1
LOS MEZQUITES TOWNHOMES 2 PLAT	----- 1 OF 1
PAVING AND GRADING PLAN KEY MAP	--- 1
PAVING AND GRADING PLAN	----- 2
PAVING AND GRADING PLAN	----- 3
PAVING AND GRADING PLAN	----- 4
PAVING AND GRADING PLAN	----- 5
PAVING AND GRADING DETAILS	----- 6
WATER AND SEWER PLAN KEY MAP	----- 8
WATER AND SEWER PLAN	----- 9
WATER AND SEWER PLAN	----- 10
WATER AND SEWER PLAN	----- 11
WATER AND SEWER PLAN	----- 12
WATER AND SEWER PLAN	----- 13
SEWER PLAN & PROFILES	----- 14
SEWER PLAN & PROFILES	----- 15
SEWER PLAN & PROFILES	----- 16
SEWER PLAN & PROFILES	----- 17
SEWER PLAN & PROFILES	----- 18
SEWER PLAN & PROFILES	----- 19
SEWER PLAN & PROFILES	----- 20
SEWER PLAN & PROFILES	----- 21
SWPPP	----- 22
SWPPP DETAILS	----- 23

OWNER/SUBDIVIDER

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

ENGINEER

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

BENCHMARK

TOP OF BRASS CAP LOCATED AT THE W1/4 COR OF SECTION 11, T11S, R24W, FOUND B.C. GLO 1920 IN HAND HOLE ELEVATION = 156.96 FEET

REVISIONS	

COVER SHEET

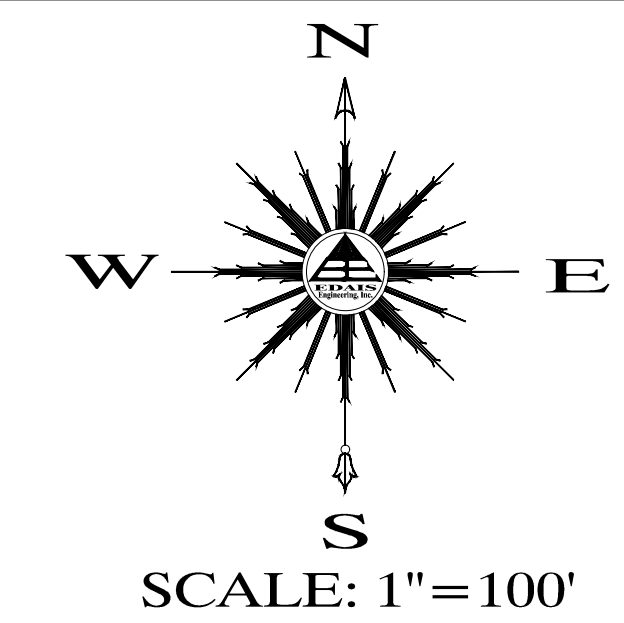
LOS MEZQUITES UNIT 4 AND LOS MEZQUITES TOWNHOMES 2 SUBDIVISIONS

EDAIS Engineering, Inc.
S. AVENUE 4E
YUMA, ARIZONA 85365
na.joh@edaisgroup.com (928) 344-3566
www.edaisengineering.com

DATE: APR 2024
DRAWN: LPR/JAT
CHECKED: NKE
PROJECT: 21-028

SHEET NUMBER
0

REVISIONS	



PAVING AND
GRADING PLAN
KEY MAP

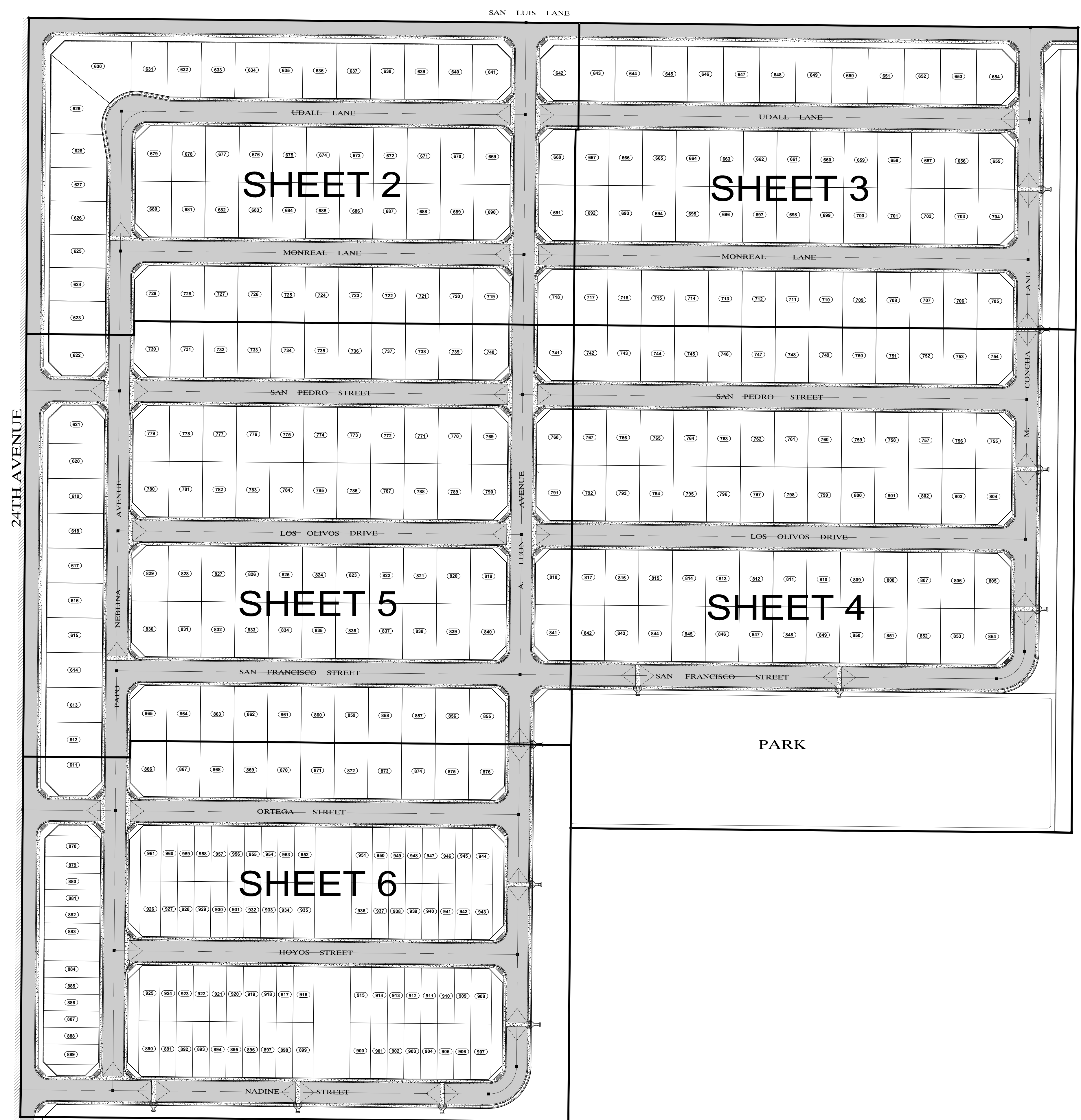
LOS MEZQUITES UNIT 4
AND
LOS MEZQUITES
TOWNHOMES 2
SUBDIVISIONS

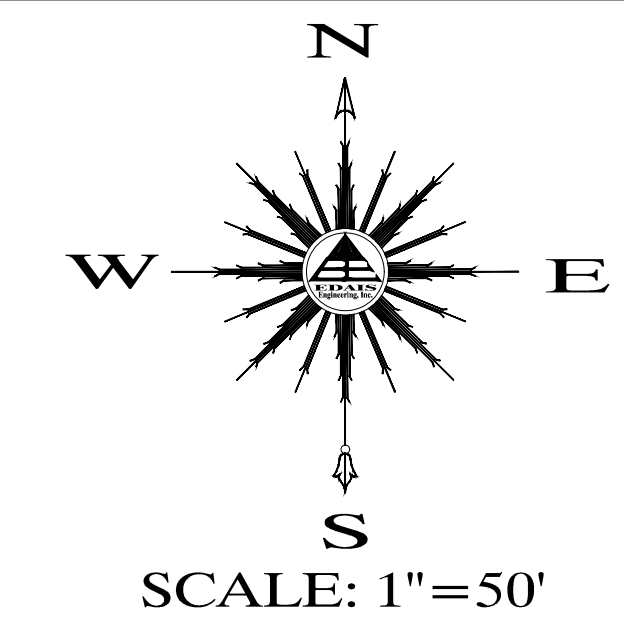
EDAIS
Engineering, Inc.
Yuma, Arizona 85365
www.edaisgroup.com (928) 344-3000
edais@edaisgroup.com
www.edaisengineering.com

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REVISIONS	

LEGEND

- CENTERLINE
- BOUNDARY LINE
- EXISTING ASPHALT
- EXISTING VERTICAL CURB AND GUTTER
- NEW ASPHALT
- NEW CMU WALL
- FOUND MONUMENT (TYPE AS SHOWN)
- INDICATES BRASS CAP
- EXISTING NATURAL SOIL ELEVATION
- EXISTING ASPHALT ELEVATION
- EXISTING CURB & GUTTER ELEVATION
- NEW LOT NUMBER
- ASSESSOR PARCEL NUMBER
- YUMA COUNTY RECORDER
- NEW LOT NUMBER
- NEW ASPHALT ELEVATION
- NEW CURB & GUTTER ELEVATION
- NEW SLOPE
- NEW STREET LIGHT
- RETENTION SLOPE
- GRADE BREAK
- HIGH WATER ELEVATION
- NEW STREET MONUMENT AS PER CITY OF YUMA STD. NO. 04-030 & 04-035
- NEW SUBDIVISION BOUNDARY MONUMENT AS PER CITY OF YUMA STD. DETAIL NO. 04-015
- NEW DRIVEWAY
- NEW DOUBLE FACED STREET SIGN W/STOP SIGN
- FINISH GRADE ELEVATION

KEYNOTES

- 1 NEW CONCRETE SIDEWALK RAMP AS PER CITY OF YUMA STD. NO. 3-145
- 2 NEW STREET MONUMENT AS PER CITY OF YUMA STD. NO. 4-030
- 3 NEW 4' CONCRETE SIDEWALK AS PER CITY OF YUMA STD. NO. 3-135
- 4 NEW VERTICAL CURB & GUTTER AS PER CITY OF YUMA STD. NO. 3-060
- 5 EXISTING STREET MONUMENT
- 6 NEW CROWN TRANSITION AS SHOWN ON THE PLANS
- 7 NEW DOUBLE FACED STREET SIGN & STOP SIGN AS PER CITY OF YUMA STD. NO. 8-005 & 8-020
- 8 NEW 18' DRIVEWAY AS PER CITY OF YUMA STD. NO. 3-105
- 9 NEW 6' HIGH (AS MEASURED FROM THE HIGHER GROUND ELEVATION SIDE OF WALL) CMU WALL AS PER CITY OF YUMA STD. NO. 1-015
- 10 NEW BOUNDARY MONUMENT AS PER CITY OF YUMA STD. NO. 4-015
- 11 NEW 8' CROSS VALLEY GUTTER AS PER CITY OF YUMA STD. NO. 3-095 (SIZE AS PER PLANS)
- 12 NEW 4' WIDE CONCRETE SPILLWAY AS PER DETAIL (C) (S) (E) (W)
- 13 NEW 40' SHARED DRIVEWAY AS PER CITY OF YUMA STD. NO. 3-105
- 14 NEW CITY OF YUMA STANDARD NO. 11-015 TYPE C CATCH BASIN
- 15 INSTALL NEW 4"x4" FIRE HYDRANT STREET MARKER AS PER CITY OF YUMA STD. NO. 5-160
- 16 NEW STREET LIGHT BY DEVELOPER AS PER CITY OF YUMA STANDARD NO. 7-010 & 7-040
- 17 NEW HEADWALL AS PER DETAIL (H) (M)
- 18 SAWCUT EXISTING PAVEMENT & MATCH NEW PAVEMENT
- 19 EXISTING BARRICADE TO BE REMOVED
- 20 NOT USE
- 21 NEW STORMDRAIN MANHOLE AS PER YUMA COUNTY STD. NO. 5-035
- 22 NEW CONCRETE CAP (100 LF) AS PER DETAIL (P)
- 23 NEW ADS-N-12 WT IB STORMDRAIN PIPE (SIZE AS PER PLAN)
- 24 NEW 26' SHARED DRIVEWAY AS PER CITY OF YUMA STD. NO. 3-105
- 25 NEW DOUBLE FACED STREET SIGN AS PER CITY OF YUMA STD. NO. 8-005 & 8-020
- 26 NEW 8' HIGH CMU WALL AS PER DETAIL (C)
- 27 NEW 5' CONCRETE SIDEWALK AS PER CITY OF YUMA STD. NO. 3-135

STORM DRAIN LINES & CATCH BASIN

LINE NO.	DESCRIPTION	SLOPE	CATCH BASIN NO.	RIM	INVERT
LINE 1	NEW 27 LF 24" ADS N-12 WT IB STORM DRAIN PIPE	0.20%	CB 1	161.22	158.33
LINE 3	NEW 13 LF 24" ADS N-12 WT IB STORM DRAIN PIPE	0.20%	CB 2	161.22	158.31
LINE 5	NEW 4 LF 24" ADS N-12 WT IB STORM DRAIN PIPE	0.20%	CB 3	161.45	157.83
LINE 7	NEW 35 LF 24" ADS N-12 WT IB STORM DRAIN PIPE	0.20%	CB 4	161.45	158.81
LINE 9	NEW 252 LF 24" ADS N-12 WT IB STORM DRAIN PIPE	0.20%	CB 5	161.68	157.30
LINE 2	NEW 59 LF 42" ADS N-12 WT IB STORM DRAIN PIPE	0.11%	CB 6	161.68	158.28
LINE 4	NEW 252 LF 24" ADS N-12 WT IB STORM DRAIN PIPE	0.20%	CB 7	161.90	157.01
LINE 6	NEW 59 LF 42" ADS N-12 WT IB STORM DRAIN PIPE	0.15%	CB 8	161.90	156.99
LINE 8	NEW 252 LF 24" ADS N-12 WT IB STORM DRAIN PIPE	0.10%	CB 9	161.72	156.67
LINE 10	NEW 59 LF 42" ADS N-12 WT IB STORM DRAIN PIPE	0.15%	CB 10	161.72	156.65
LINE 11	NEW 58 LF 48" ADS N-12 WT IB STORM DRAIN PIPE	0.10%	CB 11	161.38	157.66
LINE 12	NEW 58 LF 48" ADS N-12 WT IB STORM DRAIN PIPE	0.10%	CB 12	161.38	157.64

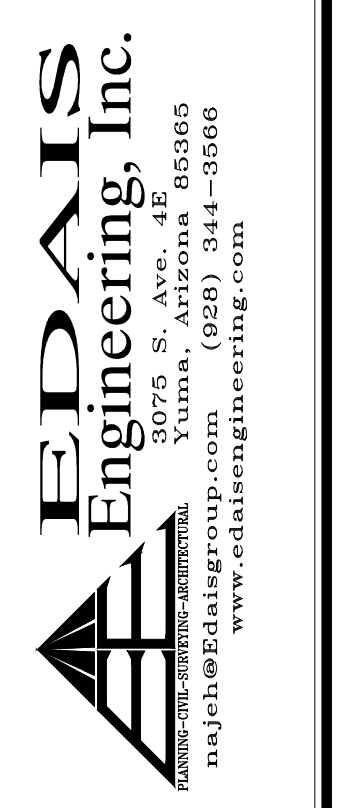
COUNTY 23RD STREET



MATCHLINE SEE SHEET 5

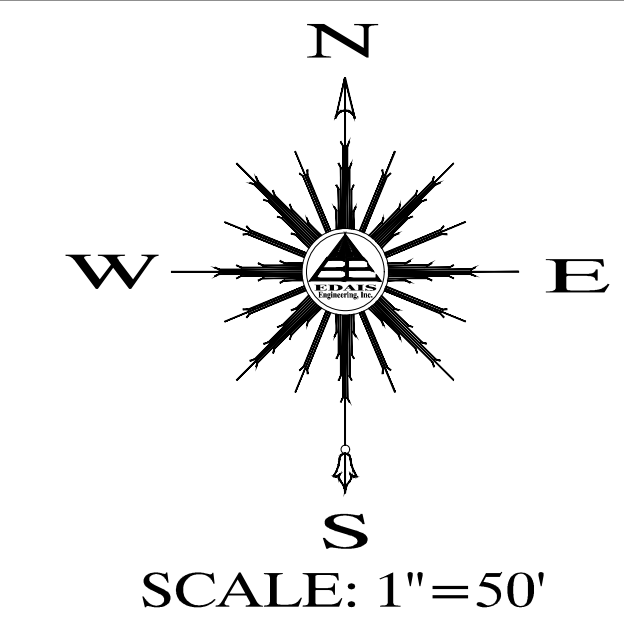
MATCHLINE SEE SHEET 3

LOS MEZQUITES UNIT 4 AND LOS MEZQUITES TOWNHOMES 2 SUBDIVISIONS



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MATCHLINE SEE SHEET 5

MATCHLINE SEE SHEET 6

LEGEND

- CENTERLINE
- BOUNDARY LINE
- ▨ EXISTING ASPHALT
- ▤ EXISTING VERTICAL CURB AND GUTTER
- ▧ NEW ASPHALT
- ▩ NEW CMU WALL
- FOUND MONUMENT (TYPE AS SHOWN) INDICATES BRASS CAP
- B.C.
- (158.57) EXISTING NATURAL SOIL ELEVATION
- (A-159.03) EXISTING ASPHALT ELEVATION
- (C-157.63) EXISTING CURB & GUTTER ELEVATION
- (100) NEW LOT NUMBER
- A.P.N. ASSESSOR PARCEL NUMBER
- Y.C.R. YUMA COUNTY RECORDER
- (100) NEW LOT NUMBER
- A-122.50 NEW ASPHALT ELEVATION
- C-159.98 NEW CURB & GUTTER ELEVATION
- G-159.48
- 0.2% NEW SLOPE
- ⊕ NEW STREET LIGHT
- 4:1 RETENTION SLOPE
- GRADE BREAK
- H.W.E. HIGH WATER ELEVATION
- NEW STREET MONUMENT AS PER YUMA CITY OF YUMA STD. NO. 04-030 & 04-035
- NEW SUBDIVISION BOUNDARY MONUMENT AS PER CITY OF YUMA STD. DETAIL NO. 04-015
- ▬ NEW DRIVEWAY
- ↔ NEW DOUBLE FACED STREET SIGN W/STOP SIGN
- F.G. FINISH GRADE ELEVATION

KEYNOTES

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- 3 NEW 4" CONCRETE SIDEWALK AS PER CITY OF YUMA STD. NO. 3-135
- 4 NEW VERTICAL CURB & GUTTER AS PER CITY OF YUMA STD. NO. 3-060
- 5 EXISTING STREET MONUMENT
- 6 NEW CROWN TRANSITION AS SHOWN ON THE PLANS
- 7 NEW DOUBLE FACED STREET SIGN & STOP SIGN AS PER CITY OF YUMA STD. NO. 8-005 & 8-020
- 8 NEW 18" DRIVEWAY AS PER CITY OF YUMA STD. NO. 3-105
- 9 NEW 6" HIGH (AS MEASURED FROM THE HIGHER GROUND ELEVATION SIDE OF WALL) CMU WALL AS PER CITY OF YUMA STD. NO. 1-015
- 10 NEW BOUNDARY MONUMENT AS PER CITY OF YUMA STD. NO. 4-015
- 11 NEW 8" CROSS VALLEY GUTTER AS PER CITY OF YUMA STD. NO. 3-095 (SIZE AS PER PLANS)
- 12 NEW 4" WIDE CONCRETE SPILLWAY AS PER DETAIL (C-1)
- 13 NEW 40' SHARED DRIVEWAY AS PER CITY OF YUMA STD. NO. 3-105
- 14 NEW CITY OF YUMA STANDARD NO. 11-015 TYPE C CATCH BASIN
- 15 INSTALL NEW 4"x4" FIRE HYDRANT STREET MARKER AS PER CITY OF YUMA STD. NO. 5-160
- 16 NEW STREET LIGHT BY DEVELOPER AS PER CITY OF YUMA STANDARD NO. 7-010 & 7-040
- 17 NEW HEADWALL AS PER DETAIL (H-1)
- 18 SAWCUT EXISTING PAVEMENT & MATCH NEW PAVEMENT
- 19 EXISTING BARRICADE TO BE REMOVED
- 20 NOT USE
- 21 NEW STORMDRAIN MANHOLE AS PER YUMA COUNTY STD. NO. 5-035
- 22 NEW CONCRETE CAP (100 LF) AS PER DETAIL (C-2)
- 23 NEW ADS-N-12 WT IB STORMDRAIN PIPE (SIZE AS PER PLAN)
- 24 NEW 26' SHARED DRIVEWAY AS PER CITY OF YUMA STD. NO. 3-105
- 25 NEW DOUBLE FACED STREET SIGN AS PER CITY OF YUMA STD. NO. 8-005 & 8-020
- 26 NEW 8" HIGH CMU WALL AS PER DETAIL (C-3)
- 27 NEW 5' CONCRETE SIDEWALK AS PER CITY OF YUMA STD. NO. 3-135

STORM DRAIN LINES & CATCH BASIN

#LINE	DESCRIPTION	SLOPE	CATCH BASIN NO.	RIM	INVERT
LINE 1	NEW 27 LF 24" ADS N-12 WT IB STORM DRAIN PIPE	0.20%	CB 1	161.22	158.33
LINE 2			CB 2	161.22	158.31
LINE 3			CB 3	161.45	157.83
LINE 4			CB 4	161.45	158.81
LINE 5			CB 5	161.68	157.30
LINE 6			CB 6	161.68	158.28
LINE 7			CB 7	161.90	157.01
LINE 8			CB 8	161.90	156.99
LINE 9			CB 9	161.72	156.67
LINE 10			CB 10	161.72	156.65
LINE 11			CB 11	161.38	157.66
LINE 12			CB 12	161.38	157.64
LINE 13	NEW 252 LF 24" ADS N-12 WT IB STORM DRAIN PIPE	0.20%			
LINE 14	NEW 252 LF 30" ADS N-12 WT IB STORM DRAIN PIPE	0.21%			
LINE 15	NEW 252 LF 36" ADS N-12 WT IB STORM DRAIN PIPE	0.15%			
LINE 16	NEW 252 LF 42" ADS N-12 WT IB STORM DRAIN PIPE	0.10%			
LINE 17	NEW 59 LF 42" ADS N-12 WT IB STORM DRAIN PIPE	0.11%			
LINE 18	NEW 699 LF 30" ADS N-12 WT IB STORM DRAIN PIPE	0.15%			
LINE 19	NEW 58 LF 48" ADS N-12 WT IB STORM DRAIN PIPE	0.10%			

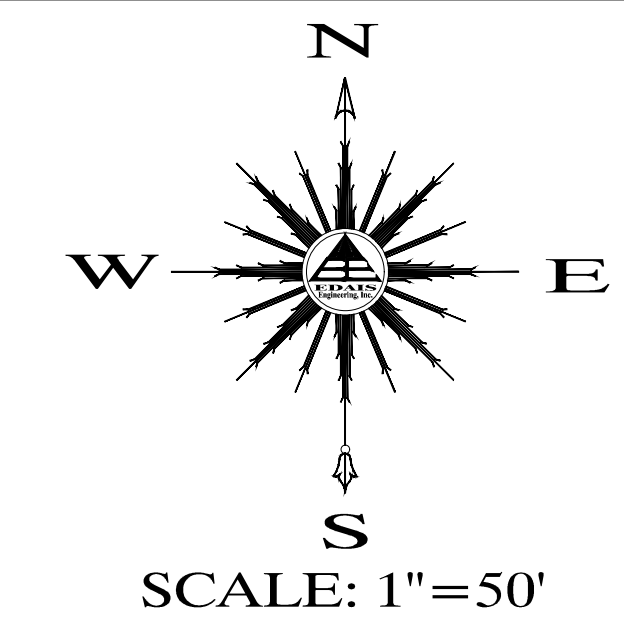
LOS MEZQUITES UNIT 4 AND LOS MEZQUITES TOWNHOMES 2 SUBDIVISIONS



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REVISIONS	

MATCHLINE SEE SHEET 2



MATCHLINE SEE SHEET 6

LEGEND

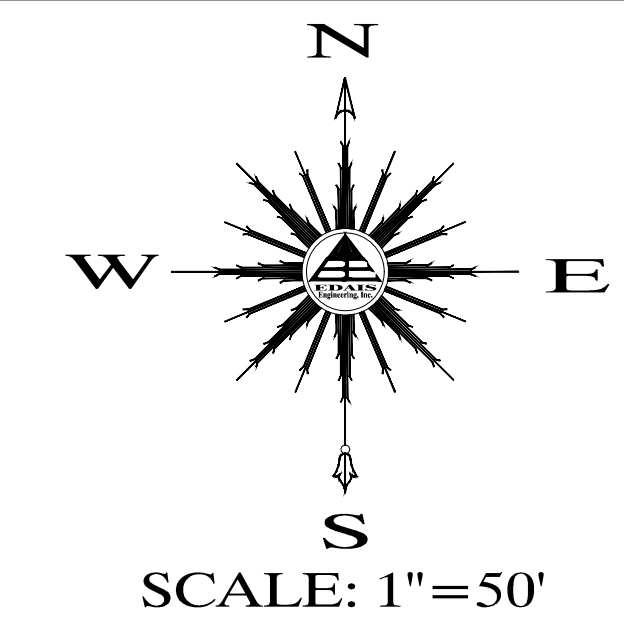
- CENTERLINE
- BOUNDARY LINE
- ▨▨▨▨ EXISTING ASPHALT
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- ===== NEW ASPHALT
- ===== NEW CMU WALL
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- INDICATES BRASS CAP
- B.C.
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- (A-159.03) EXISTING ASPHALT ELEVATION
- (C-157.63) EXISTING CURB & GUTTER ELEVATION
- (G-157.13) EXISTING ASPHALT ELEVATION
- (100) NEW LOT NUMBER
- A.P.N. ASSESSOR PARCEL NUMBER
- Y.C.R. YUMA COUNTY RECORDER
- (100) NEW LOT NUMBER
- NEW ASPHALT ELEVATION
- NEW CURB & GUTTER ELEVATION
- NEW SLOPE
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KEYNOTES

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- 23 NEW ADS-N-12 WT IB STORMDRAIN PIPE (SIZE AS PER PLAN)
- 24 NEW 26' SHARED DRIVEWAY AS PER CITY OF YUMA STD. NO. 3-105
- 25 NEW DOUBLE FACED STREET SIGN AS PER CITY OF YUMA STD. NO. 8-005 & 8-020
- 26 NEW 8" HIGH CMU WALL AS PER DETAIL (C)
- 27 NEW 5' CONCRETE SIDEWALK AS PER CITY OF YUMA STD. NO. 3-135

STORM DRAIN LINES & CATCH BASIN

LINE	DESCRIPTION	SLOPE	CATCH BASIN NO.	RIM	INVERT
LINE 1	NEW 27 LF 24" ADS N-12 WT IB STORM DRAIN PIPE	0.20%	CB 1	161.22	158.33
LINE 3	NEW 27 LF 24" ADS N-12 WT IB STORM DRAIN PIPE	0.20%	CB 2	161.22	158.31
LINE 5	NEW 25 LF 24" ADS N-12 WT IB STORM DRAIN PIPE	0.20%	CB 3	161.45	157.83
LINE 7	NEW 25 LF 24" ADS N-12 WT IB STORM DRAIN PIPE	0.20%	CB 4	161.45	158.81
LINE 9	NEW 25 LF 24" ADS N-12 WT IB STORM DRAIN PIPE	0.20%	CB 5	161.68	157.30
LINE 11	NEW 25 LF 24" ADS N-12 WT IB STORM DRAIN PIPE	0.20%	CB 6	161.68	158.28
LINE 13	NEW 25 LF 24" ADS N-12 WT IB STORM DRAIN PIPE	0.20%	CB 7	161.90	157.01
LINE 15	NEW 25 LF 24" ADS N-12 WT IB STORM DRAIN PIPE	0.20%	CB 8	161.90	156.99
LINE 17	NEW 25 LF 24" ADS N-12 WT IB STORM DRAIN PIPE	0.20%	CB 9	161.72	156.67
LINE 19	NEW 25 LF 24" ADS N-12 WT IB STORM DRAIN PIPE	0.20%	CB 10	161.72	156.65
LINE 21	NEW 25 LF 24" ADS N-12 WT IB STORM DRAIN PIPE	0.20%	CB 11	161.38	157.66
LINE 23	NEW 25 LF 24" ADS N-12 WT IB STORM DRAIN PIPE	0.20%	CB 12	161.38	157.64
LINE 25	NEW 25 LF 24" ADS N-12 WT IB STORM DRAIN PIPE	0.20%			
LINE 27	NEW 25 LF 24" ADS N-12 WT IB STORM DRAIN PIPE	0.20%			
LINE 29	NEW 25 LF 24" ADS N-12 WT IB STORM DRAIN PIPE	0.20%			
LINE 31	NEW 25 LF 24" ADS N-12 WT IB STORM DRAIN PIPE	0.20%			
LINE 33	NEW 25 LF 24" ADS N-12 WT IB STORM DRAIN PIPE	0.20%			
LINE 35	NEW 25 LF 24" ADS N-12 WT IB STORM DRAIN PIPE	0.20%			
LINE 37	NEW 25 LF 24" ADS N-12 WT IB STORM DRAIN PIPE	0.20%			
LINE 39	NEW 25 LF 24" ADS N-12 WT IB STORM DRAIN PIPE	0.20%			
LINE 41	NEW 25 LF 24" ADS N-12 WT IB STORM DRAIN PIPE	0.20%			
LINE 43	NEW 25 LF 24" ADS N-12 WT IB STORM DRAIN PIPE	0.20%			
LINE 45	NEW 25 LF 24" ADS N-12 WT IB STORM DRAIN PIPE	0.20%			
LINE 47	NEW 25 LF 24" ADS N-12 WT IB STORM DRAIN PIPE	0.20%			
LINE 49	NEW 25 LF 24" ADS N-12 WT IB STORM DRAIN PIPE	0.20%			
LINE 51	NEW 25 LF 24" ADS N-12 WT IB STORM DRAIN PIPE	0.20%			
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LINE 55	NEW 25 LF 24" ADS N-12 WT IB STORM DRAIN PIPE	0.20%			
LINE 57	NEW 25 LF 24" ADS N-12 WT IB STORM DRAIN PIPE	0.20%			
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LINE 265	NEW 25 LF 24" ADS N-12 WT IB STORM DRAIN PIPE	0.20%			
LINE 267	NEW 25 LF 24" ADS N-12 WT IB STORM DRAIN PIPE	0.20%			
LINE 26					



REVISIONS	

MATCHLINE SEE SHEET 5

MATCHLINE SEE SHEET 4

LEGEND

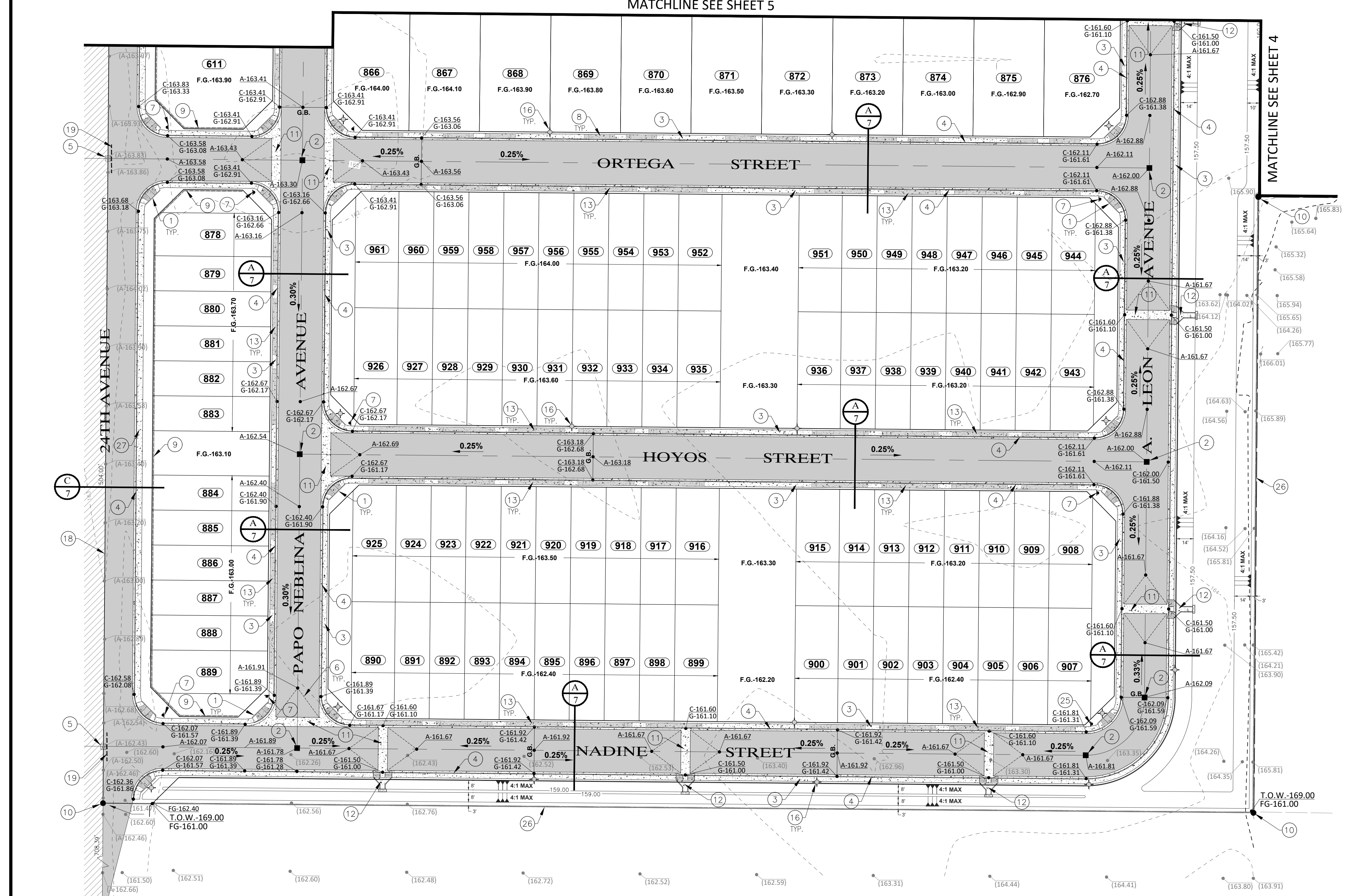
- CENTERLINE
- BOUNDARY LINE
- EXISTING ASPHALT
- EXISTING VERTICAL CURB AND GUTTER
- NEW ASPHALT
- NEW CMU WALL
- FOUND MONUMENT (TYPE AS SHOWN)
- INDICATES BRASS CAP
- EXISTING NATURAL SOIL ELEVATION
- EXISTING ASPHALT ELEVATION
- EXISTING CURB & GUTTER ELEVATION
- NEW LOT NUMBER
- ASSESSOR PARCEL NUMBER
- YUMA COUNTY RECORDER
- NEW LOT NUMBER
- NEW ASPHALT ELEVATION
- NEW SLOPE
- NEW STREET LIGHT
- RETENTION SLOPE
- GRADE BREAK
- HIGH WATER ELEVATION
- DETAIL No. 04-015
- NEW DRIVEWAY
- NEW DOUBLE FACED STREET SIGN W/STOP SIGN
- FINISH GRADE ELEVATION

KEYNOTES

- 1 NEW CONCRETE SIDEWALK RAMP AS PER CITY OF YUMA STD. NO. 3-145
- 2 NEW STREET MONUMENT AS PER CITY OF YUMA STD. NO. 4-030
- 3 NEW 4" CONCRETE SIDEWALK AS PER CITY OF YUMA STD. NO. 3-135
- 4 NEW VERTICAL CURB & GUTTER AS PER CITY OF YUMA STD. NO. 3-060
- 5 EXISTING STREET MONUMENT
- 6 NEW CROWN TRANSITION AS SHOWN ON THE PLANS
- 7 NEW DOUBLE FACED STREET SIGN & STOP SIGN AS PER CITY OF YUMA STD. NO. 8-005 & 8-020
- 8 NEW 18' DRIVEWAY AS PER CITY OF YUMA STD. NO. 3-105
- 9 NEW 6" HIGH (AS MEASURED FROM THE HIGHER GROUND ELEVATION SIDE OF WALL) CMU WALL AS PER CITY OF YUMA STD. NO. 1-015.
- 10 NEW BOUNDARY MONUMENT AS PER CITY OF YUMA STD. NO. 4-015
- 11 NEW 8' CROSS VALLEY GUTTER AS PER CITY OF YUMA STD. NO. 3-095 (SIZE AS PER PLANS)
- 12 NEW 4" WIDE CONCRETE SPILLWAY AS PER DETAIL (S) (S)
- 13 NEW 40' SHARED DRIVEWAY AS PER CITY OF YUMA STD. NO. 3-105
- 14 NEW CITY OF YUMA STANDARD NO. 11-015 TYPE C CATCH BASIN
- 15 INSTALL NEW 4"x4" FIRE HYDRANT STREET MARKER AS PER CITY OF YUMA STD. NO. 5-160
- 16 NEW STREET LIGHT BY DEVELOPER AS PER CITY OF YUMA STANDARD NO. 7-010 & 7-040
- 17 NEW HEADWALL AS PER DETAIL (S)
- 18 SAWCUT EXISTING PAVEMENT & MATCH NEW PAVEMENT
- 19 EXISTING BARRICADE TO BE REMOVED
- 20 NOT USE
- 21 NEW STORMDRAIN MANHOLE AS PER YUMA COUNTY STD. NO. 5-035
- 22 NEW CONCRETE CAP (100 LF) AS PER DETAIL (S)
- 23 NEW ADS-N-12 WT IB STORMDRAIN PIPE (SIZE AS PER PLAN)
- 24 NEW 26' SHARED DRIVEWAY AS PER CITY OF YUMA STD. NO. 3-105
- 25 NEW DOUBLE FACED STREET SIGN AS PER CITY OF YUMA STD. NO. 8-005 & 8-020
- 26 NEW 8' HIGH CMU WALL AS PER DETAIL (S)
- 27 NEW 5' CONCRETE SIDEWALK AS PER CITY OF YUMA STD. NO. 3-135

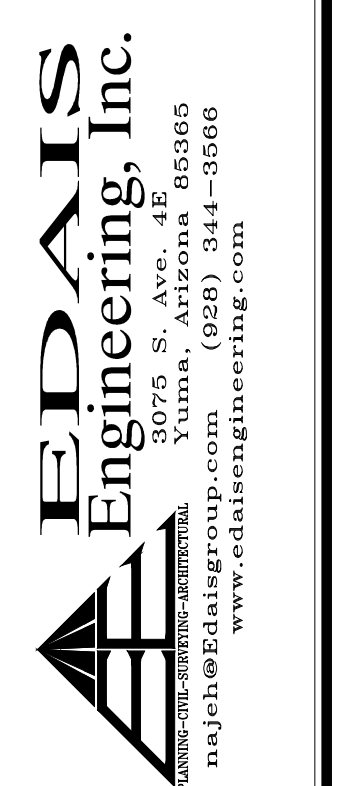
STORM DRAIN LINES & CATCH BASIN

LINE	DESCRIPTION	SLOPE	CATCH BASIN NO.	RIM	INVERT
LINE 1					
LINE 3					
LINE 5	NEW 27 LF 24" ADS N-12 WT IB STORM DRAIN PIPE	0.20%	CB 1	161.22	158.33
LINE 7			CB 2	161.22	158.31
LINE 9			CB 3	161.45	157.83
LINE 2			CB 4	161.45	158.81
LINE 4			CB 5	161.68	157.30
LINE 6			CB 6	161.68	158.28
LINE 8	NEW 13 LF 24" ADS N-12 WT IB STORM DRAIN PIPE	0.20%	CB 7	161.90	157.01
LINE 10			CB 8	161.90	156.99
LINE 11			CB 9	161.72	156.67
LINE 12			CB 10	161.72	156.65
LINE 13	NEW 4 LF 24" ADS N-12 WT IB STORM DRAIN PIPE	0.20%	CB 11	161.38	157.66
LINE 14			CB 12	161.38	157.64
LINE 15	NEW 35 LF 24" ADS N-12 WT IB STORM DRAIN PIPE	0.20%			
LINE 16	NEW 252 LF 24" ADS N-12 WT IB STORM DRAIN PIPE	0.20%			
LINE 17	NEW 252 LF 30" ADS N-12 WT IB STORM DRAIN PIPE	0.21%			
LINE 18	NEW 252 LF 36" ADS N-12 WT IB STORM DRAIN PIPE	0.15%			
LINE 19	NEW 252 LF 42" ADS N-12 WT IB STORM DRAIN PIPE	0.10%			
LINE 20	NEW 59 LF 42" ADS N-12 WT IB STORM DRAIN PIPE	0.11%			
LINE 21	NEW 699 LF 30" ADS N-12 WT IB STORM DRAIN PIPE	0.15%			
LINE 22	NEW 58 LF 48" ADS N-12 WT IB STORM DRAIN PIPE	0.10%			



COUNTY 24TH STREET

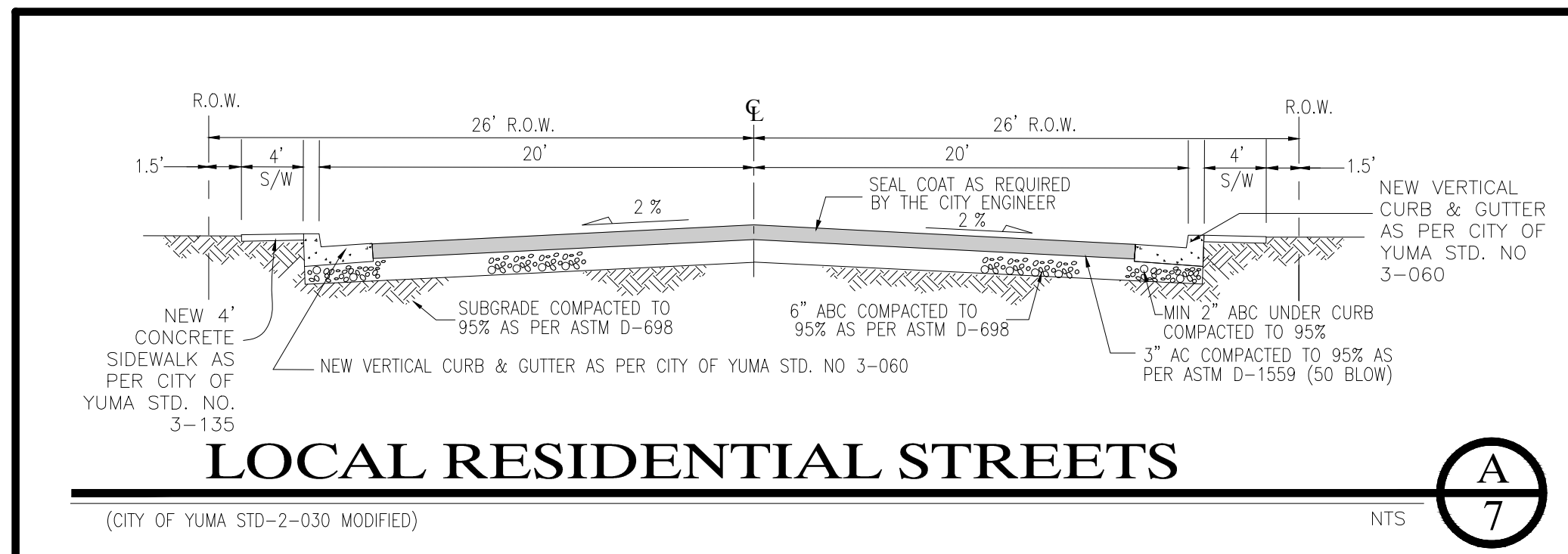
LOS MEZQUITES UNIT 4
 AND
 LOS MEZQUITES
 TOWNHOMES 2
 SUBDIVISIONS



DATE:
 APR 2024
 DRAWN:
 LPR
 CHECKED:
 NKE
 PROJECT:
 21-028

SHEET NUMBER
6

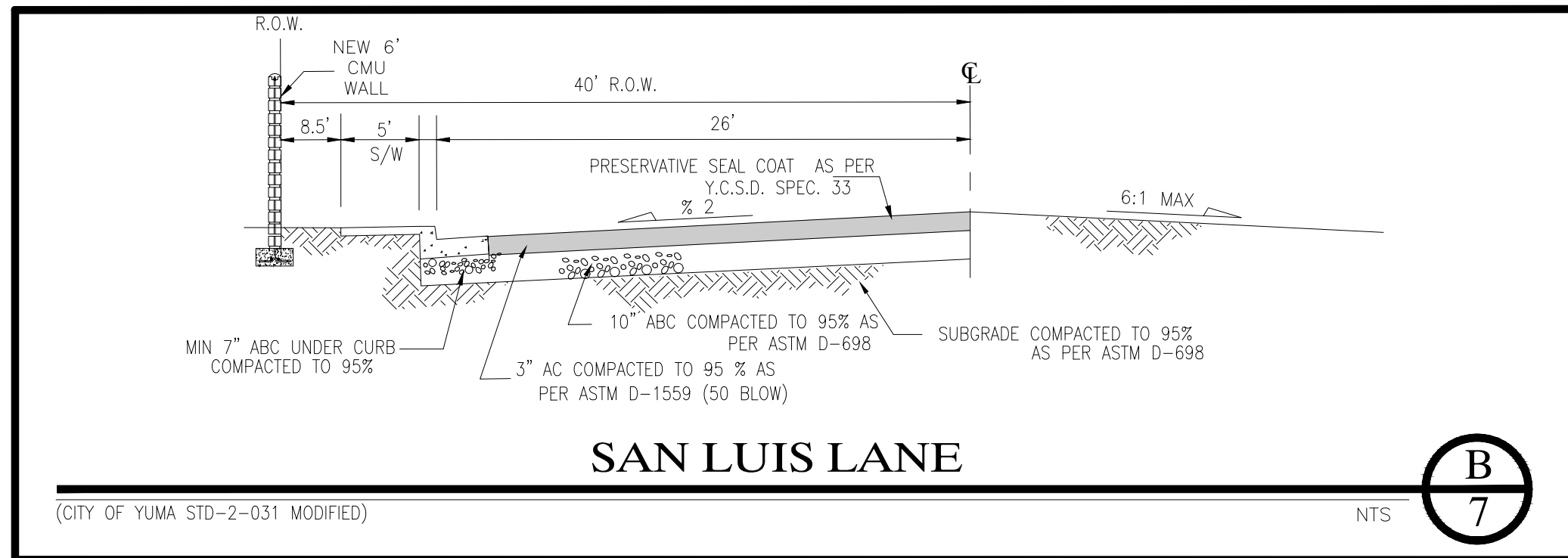
CALL TWO WORKING DAYS
 BEFORE YOU DIG
 263-1100
 1-800-STAKE-IT
 (OUTSIDE MARICOPA COUNTY)



LOCAL RESIDENTIAL STREETS

(CITY OF YUMA STD-2-030 MODIFIED)

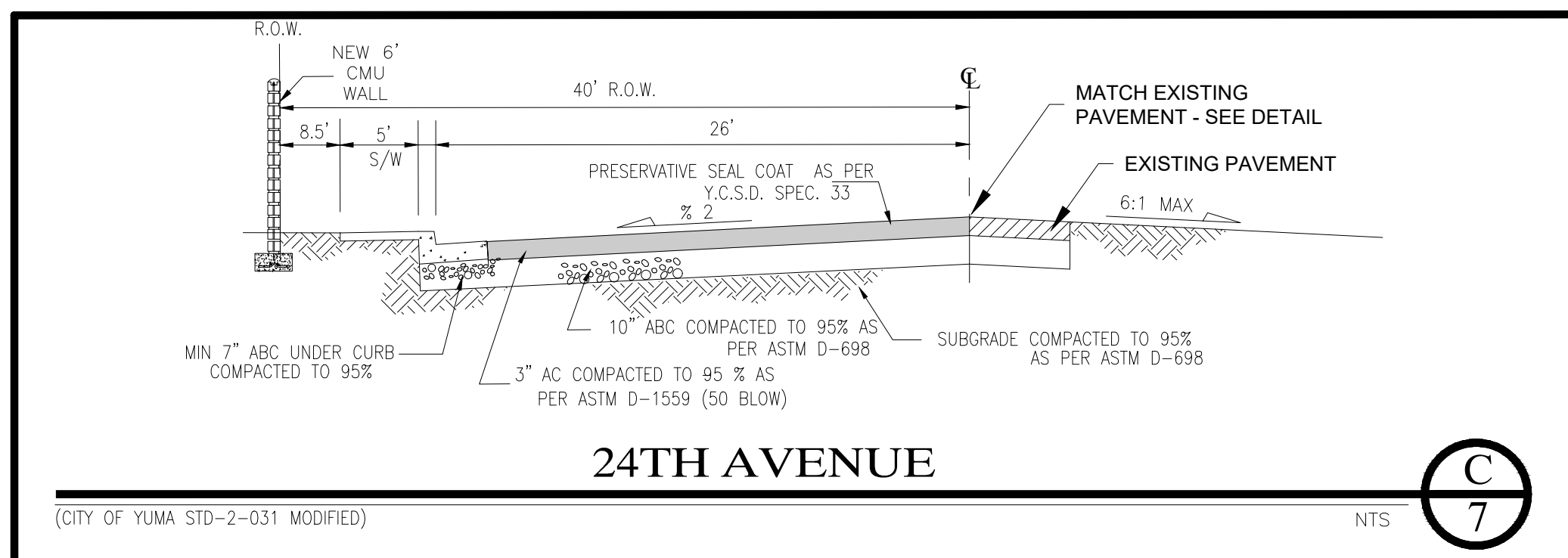
NTS **A**
7



SAN LUIS LANE

(CITY OF YUMA STD-2-031 MODIFIED)

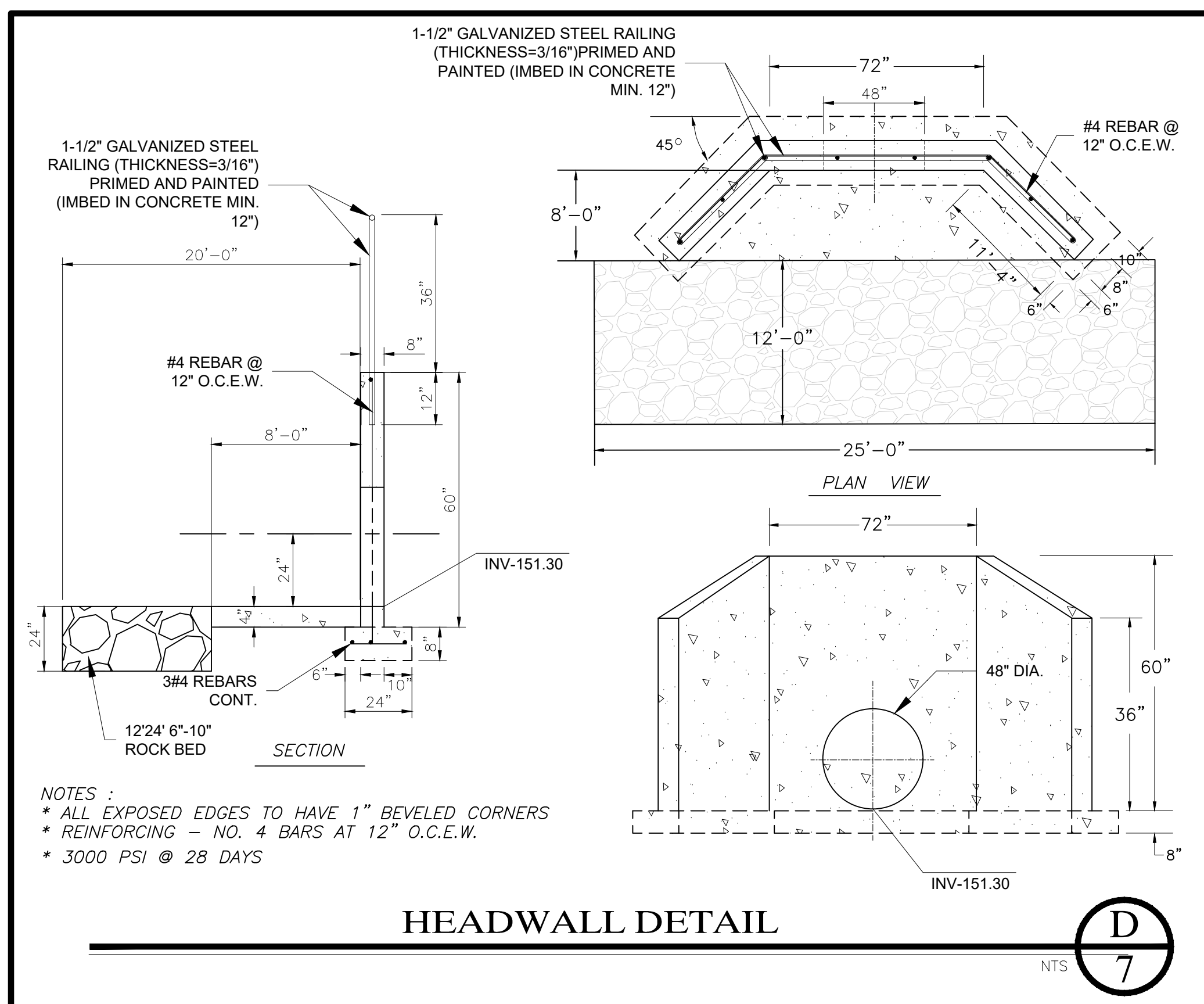
NTS **B**
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24TH AVENUE

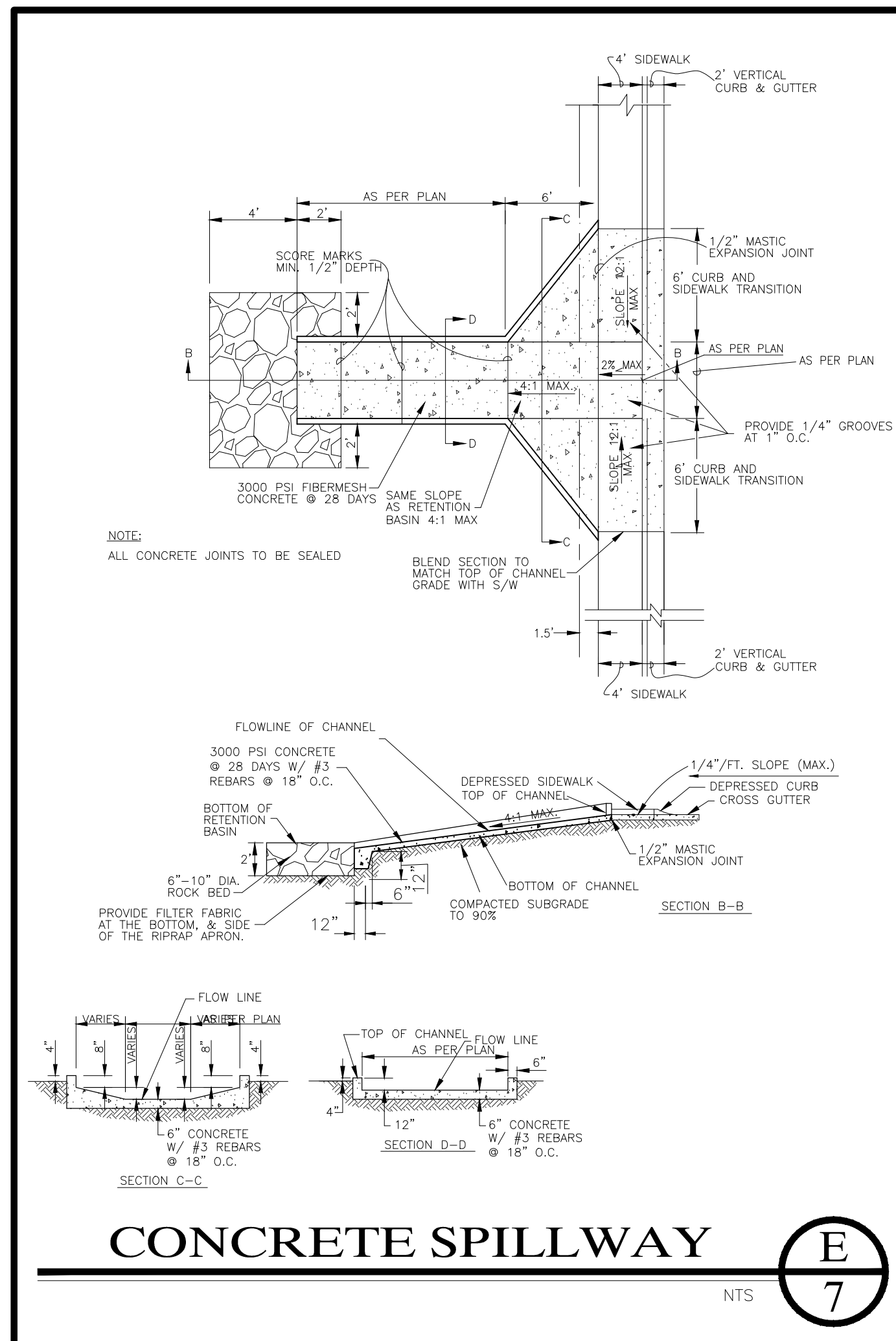
(CITY OF YUMA STD-2-031 MODIFIED)

NTS **C**
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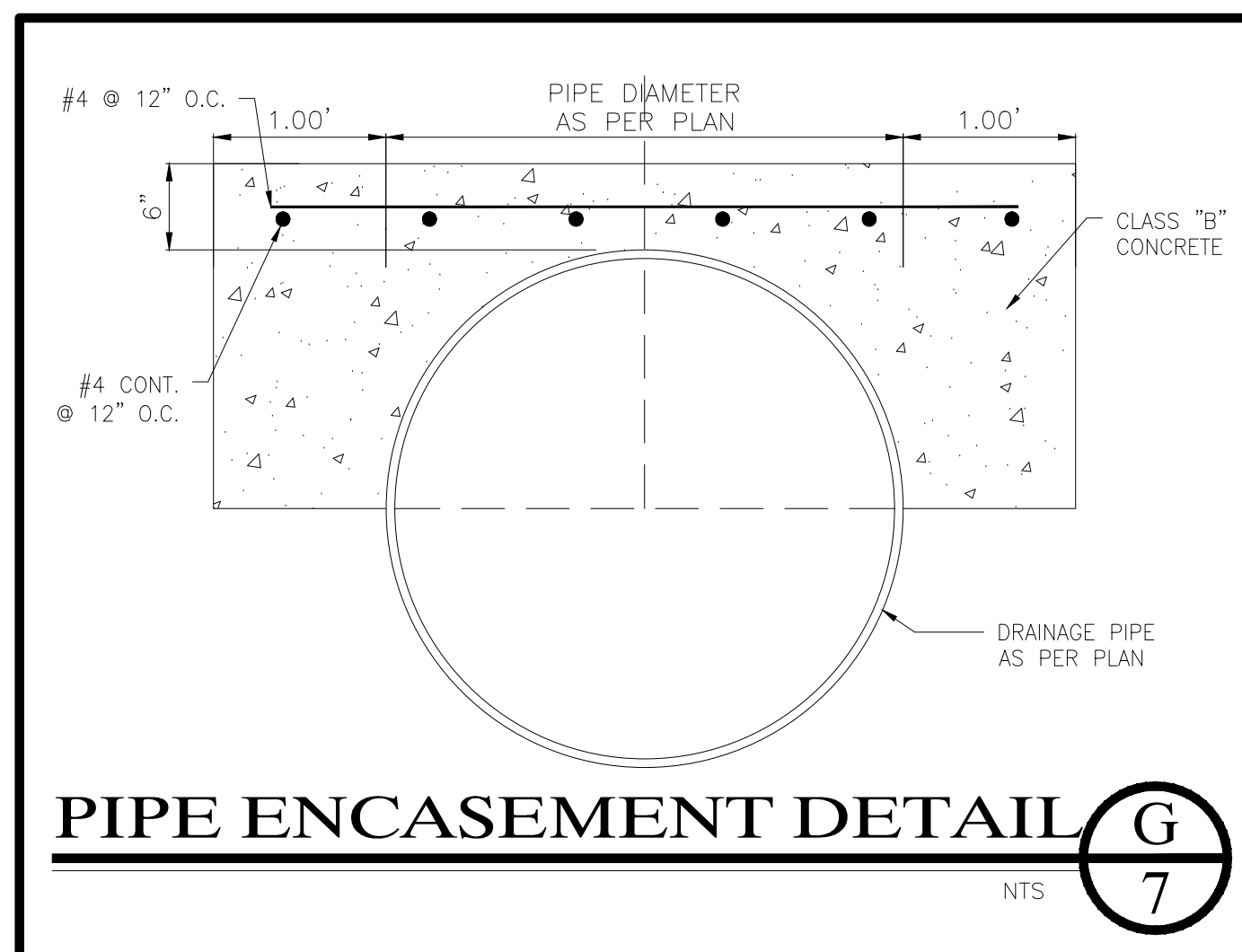
HEADWALL DETAIL

NTS **D**
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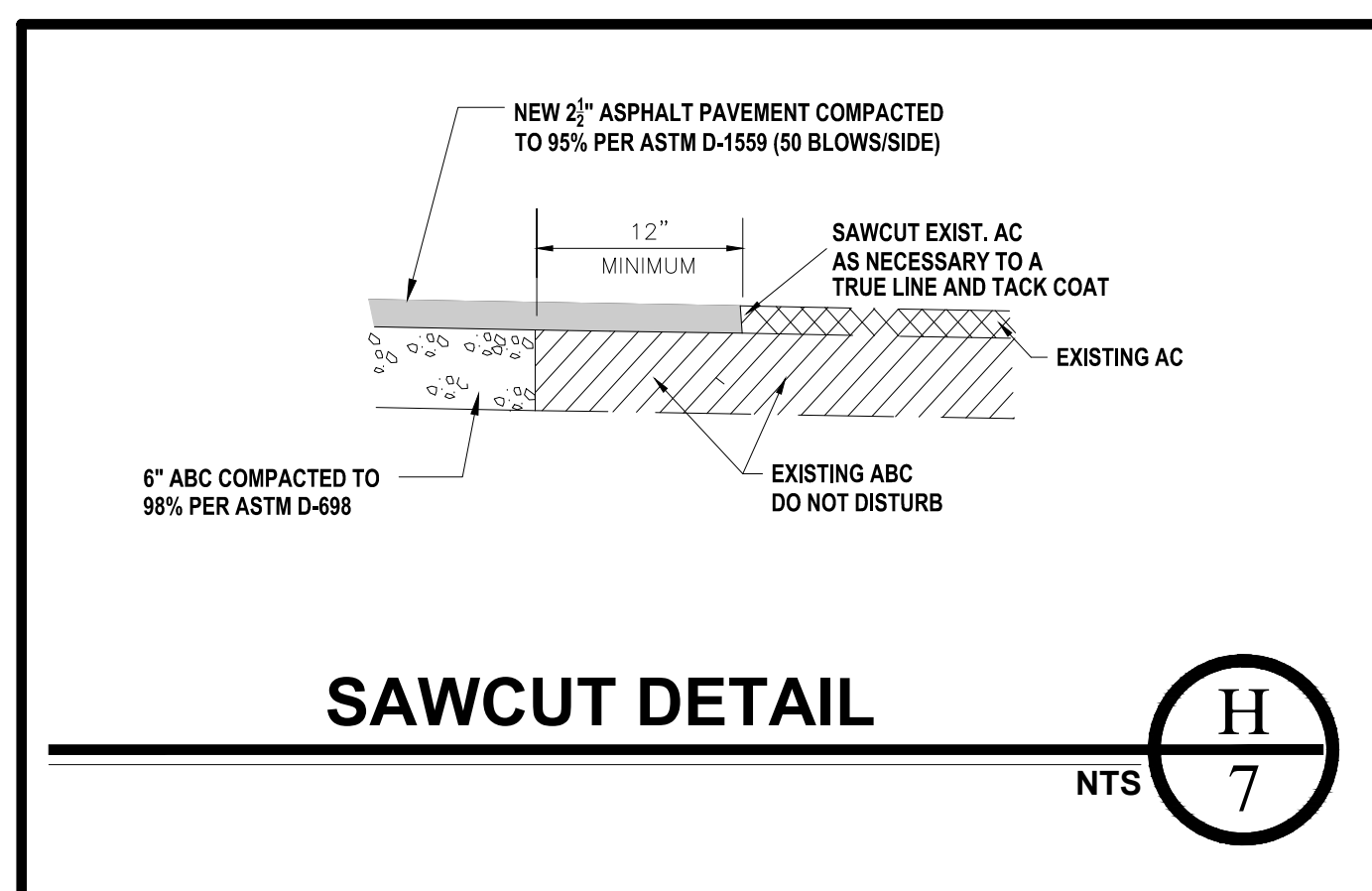
CONCRETE SPILLWAY

NTS **E**
7



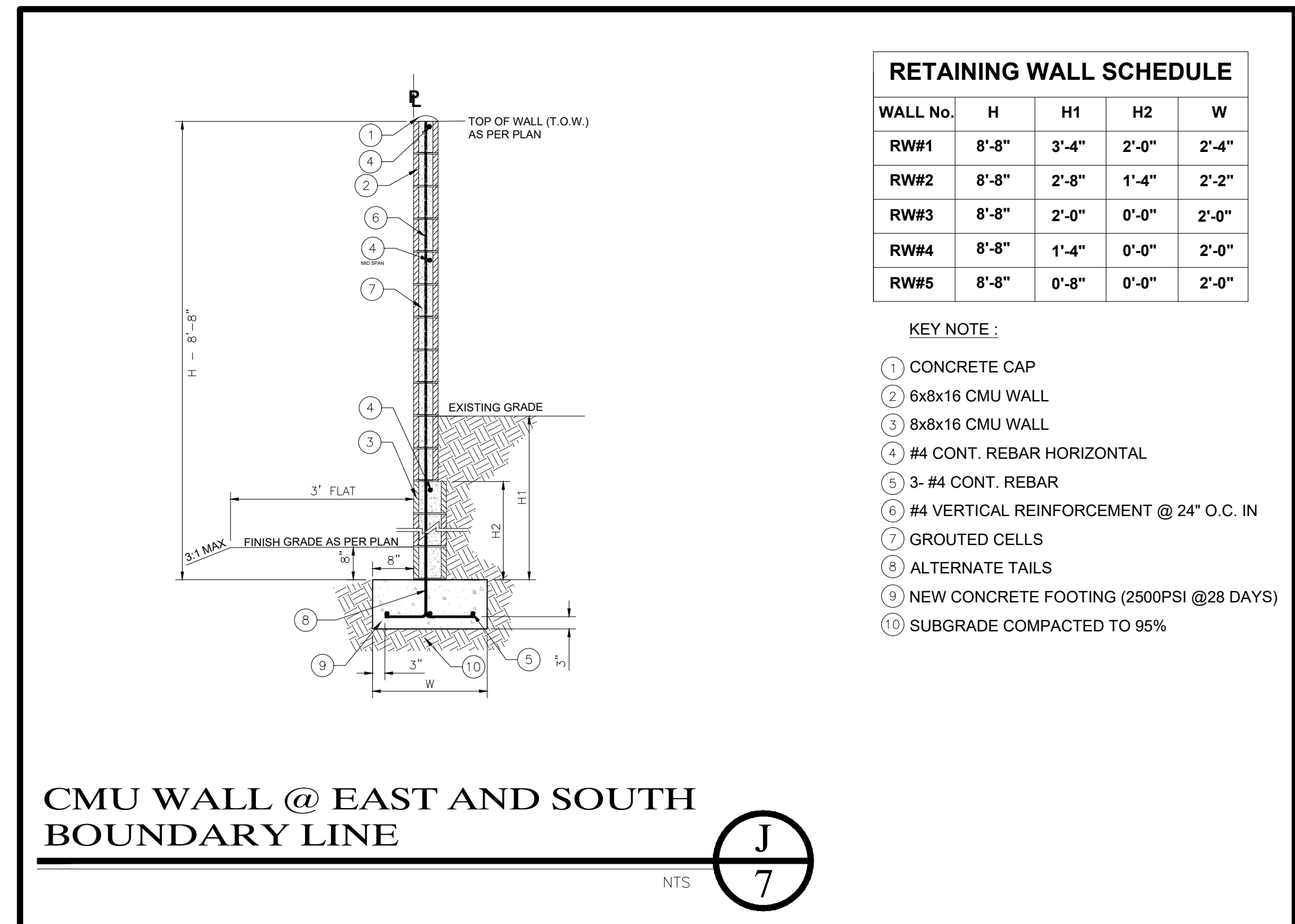
PIPE ENCASEMENT DETAIL

NTS **G**
7



SAWCUT DETAIL

NTS **H**
7



CMU WALL @ EAST AND SOUTH BOUNDARY LINE

NTS **J**
7

RETAINING WALL SCHEDULE

WALL No.	H	H1	H2	W
RW#1	8'-8"	3'-4"	2'-0"	2'-4"
RW#2	8'-8"	2'-8"	1'-4"	2'-2"
RW#3	8'-8"	2'-0"	0'-0"	2'-0"
RW#4	8'-8"	1'-4"	0'-0"	2'-0"
RW#5	8'-8"	0'-8"	0'-0"	2'-0"

KEY NOTE:

- 1 CONCRETE CAP
- 2 6x8x16 CMU WALL
- 3 8x8x16 CMU WALL
- 4 #4 CONT. REBAR HORIZONTAL
- 5 3-#4 CONT. REBAR
- 6 #4 VERTICAL REINFORCEMENT @ 24" O.C. IN GROUTED CELLS
- 7 GROUTED CELLS
- 8 ALTERNATE TAILS
- 9 NEW CONCRETE FOOTING (2500PSI @28 DAYS)
- 10 SUBGRADE COMPACTED TO 95%

REVISIONS

PAVING AND GRADING DETAILS

LOS MEZQUITES UNIT 4 AND LOS MEZQUITES TOWNHOMES 2 SUBDIVISIONS

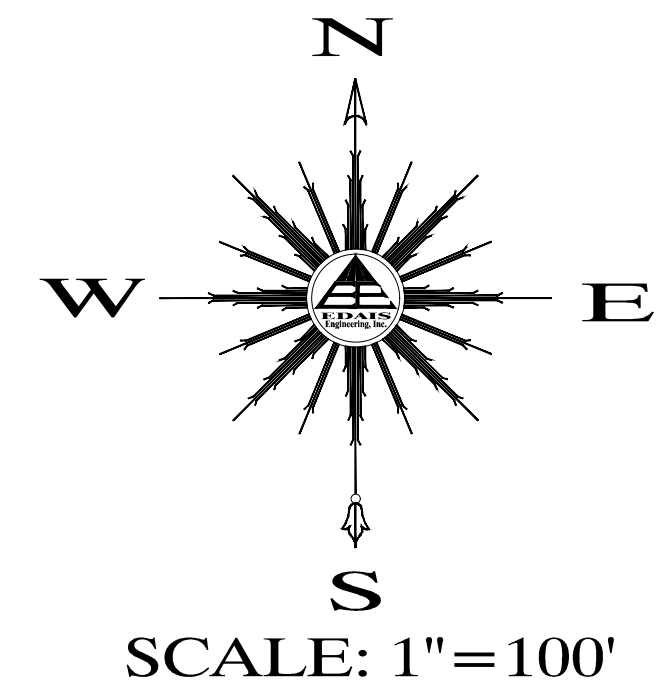
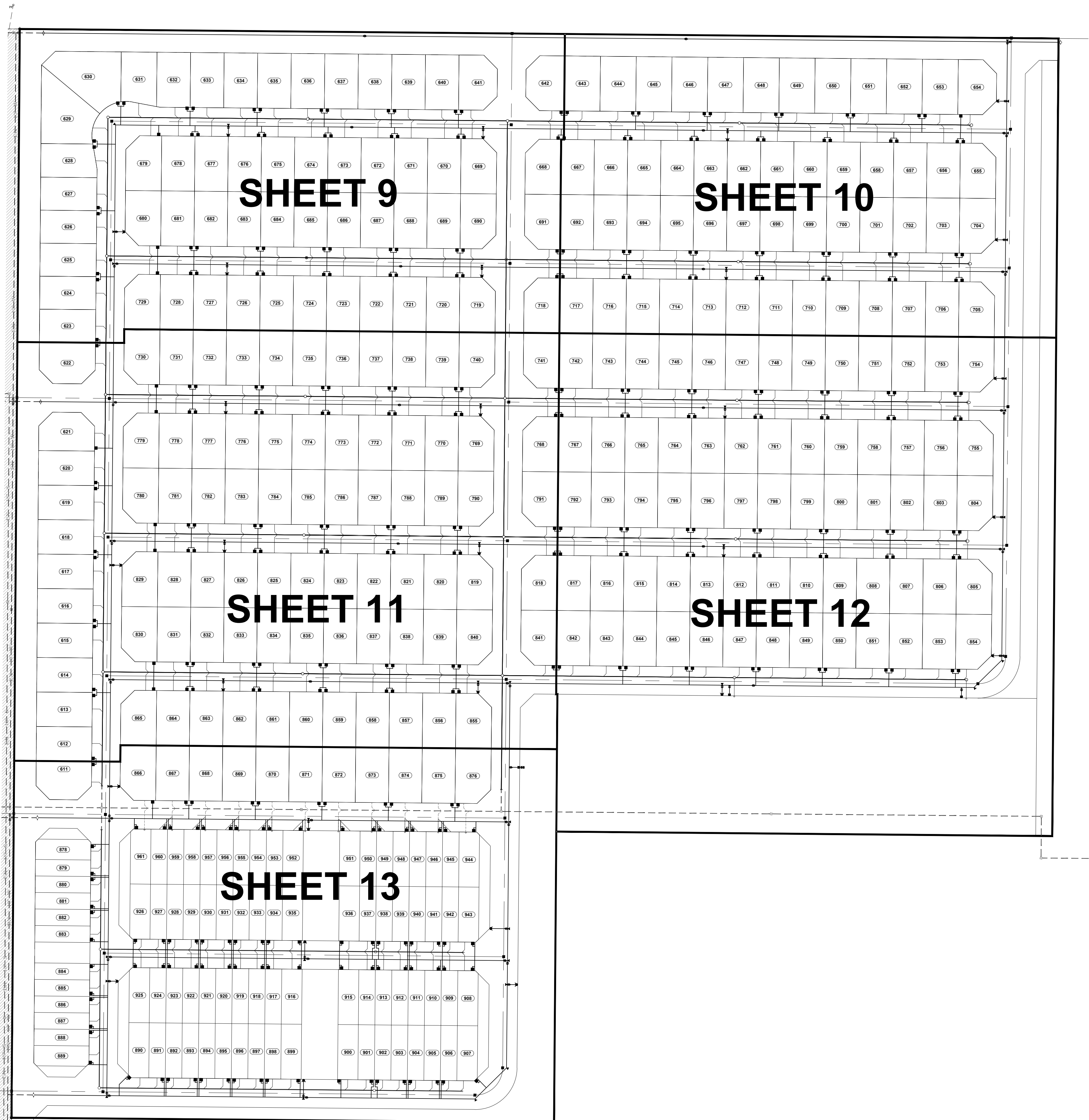
EDAIS Engineering, Inc.
 Yuma, Arizona 85305
 Yuma, Arizona 85305
 (928) 344-3500
 www.edaisengineering.com

DATE: APR 2024
 DRAWN: LPR
 CHECKED: NKE
 PROJECT: 21-028

SHEET NUMBER

7

CALL TWO WORKING DAYS BEFORE YOU DIG
 263-1100
 1-800-STAKE-IT
 (OUTSIDE MARICOPA COUNTY)



REVISIONS	

**WATER AND
SEWER PLAN
KEY MAP**

**LOS MEZQUITES UNIT 4
AND
LOS MEZQUITEZ
TOWNHOMES 2
SUBDIVISIONS**

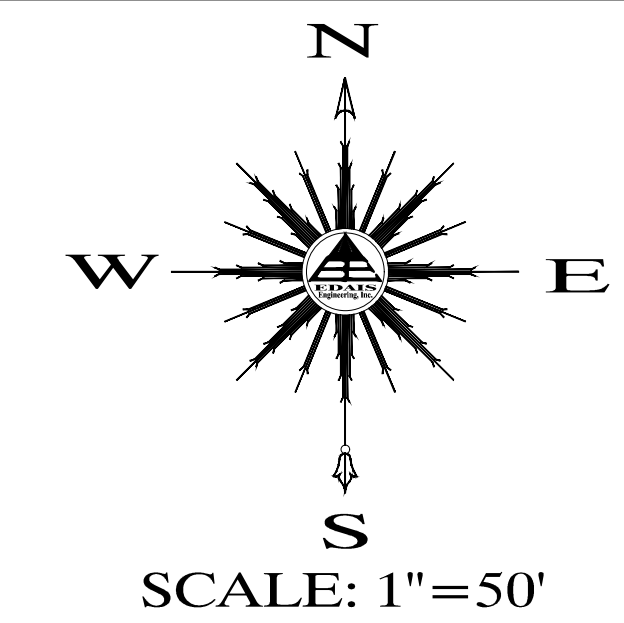
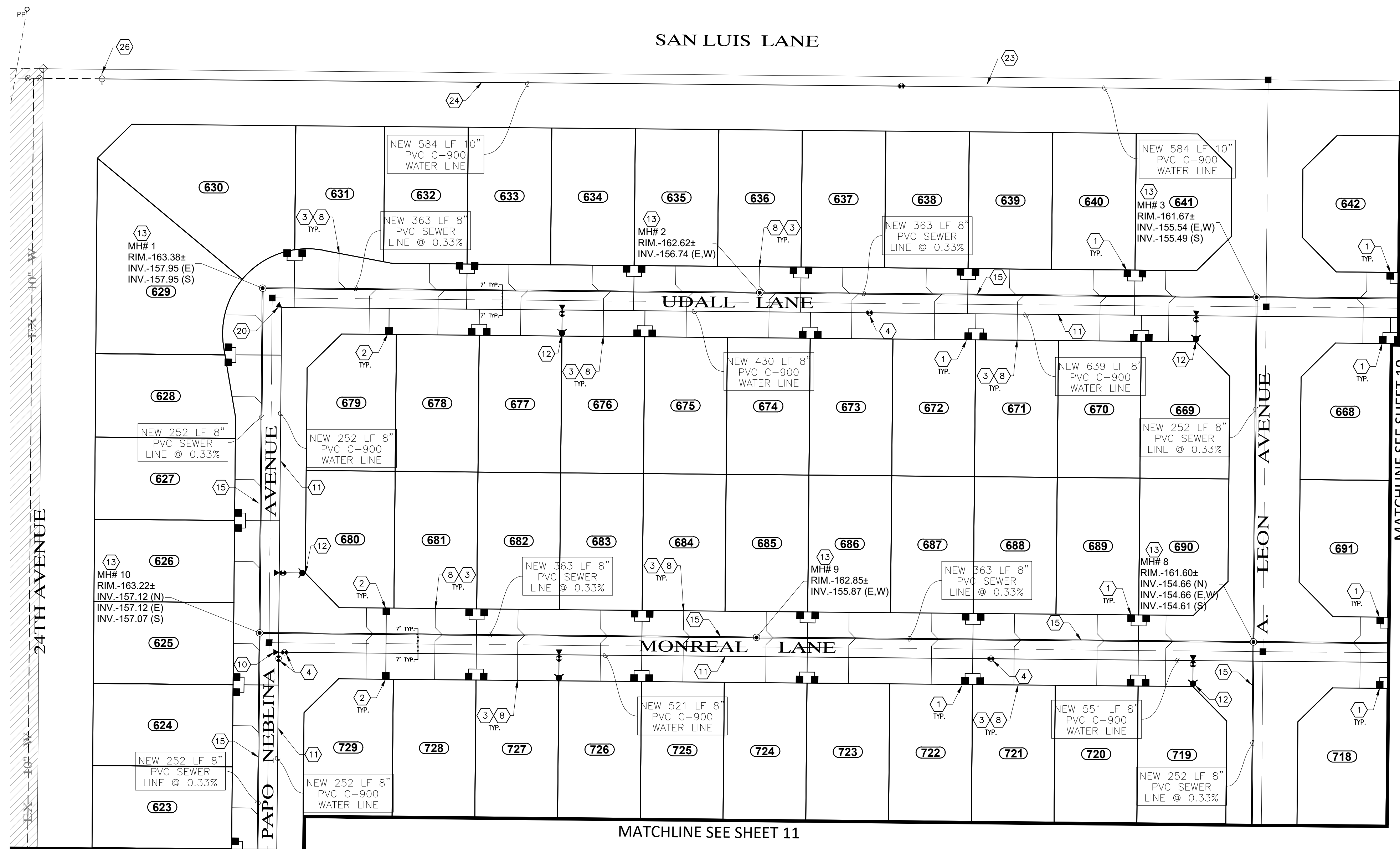
EDAIS
Engineering, Inc.
1000 S. Arizona Ave. Suite 800
Tucson, AZ 85706
(520) 244-3500
www.edaisengineering.com

PRELIMINARY
NOT FOR
CONSTRUCTION

DATE:
APR-2024
DRAWN:
LPR
CHECKED:
NKE
PROJECT:
21-028

SHEET NUMBER
8

CALL TWO WORKING DAYS
BEFORE YOU DIG
263-1100
1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)



LEGEND

	CENTERLINE		NEW TEMPORARY BLOWOFF VALVE
	PROPERTY LINE		NEW FIRE HYDRANT
	BOUNDARY LINE		NEW FIRE HYDRANT STREET MARKER
	EXISTING PVC WATER MAIN		MH NEW MANHOLE
	EXISTING PVC SEWER LINE		RIM. NEW RIM ELEVATION
	NEW PVC WATER MAIN		INV. NEW INVERT ELEVATION
	NEW PVC SEWER LINE		NEW STREET MONUMENT AS PER YUMA COUNTY STD. NO. 4-080
	NEW LOT NUMBER		EXISTING WATER VALVE
	EXISTING LOT NUMBER		NEW MANHOLE
	NEW SEWER SERVICE		NEW CLEANOUT
	NEW SINGLE WATER SERVICE		NEW THRUST BLOCK
	NEW DUAL WATER SERVICE		NEW WATER VALVE
	NEW 2" BACKFLOW PREVENTOR		

WATER / SEWER CONSTRUCTION KEYNOTES

1. INSTALL 1" DUAL WATER SERVICE (TYP.) AS PER CITY OF YUMA STD. NO. 5-045 & 5-055,
2. INSTALL 1" SINGLE WATER SERVICE (TYP.) AS PER CITY OF YUMA STD. NO. 5-035 & 5-055
3. INSTALL 4" SEWER SERVICE (TYP.) PER CITY OF YUMA STD. NO. 6-015
4. INSTALL 8" GATE VALVE W/ V.B. & C. AS PER CITY OF YUMA STD. NO. 5-065 & 5-075
5. INSTALL 8" X 8" CROSS W/THRUST BLOCK AS PER CITY OF YUMA STD. NO. 5-020 & 5-025
6. REMOVE EXISTING BLOW OFF VALVE AND CONNECT TO EXISTING 8" WATER MAIN
7. INSTALL 2" BACKFLOW PREVENTOR W/ CAGE AS PER CITY OF YUMA STD. NO. 5-120
8. CONSTRUCT ALL SEWER SERVICES TO CENTER OF THE LOT UNLESS NOTED OTHERWISE
9. INSTALL 2" WATER SERVICE (TYP.) AS PER CITY OF YUMA STD. NO. 5-035
10. INSTALL 8" X 8" TEE W/ THRUST BLOCK AS PER CITY OF YUMA STD. NO. 5-020 & 5-025
11. INSTALL NEW 8" PVC C-900 WATER LINE PER CITY OF YUMA STANDARDS AND SPECIFICATIONS
12. INSTALL 6" FIRE HYDRANT COMPLETE W/BLUE FIRE HYDRANT STREET MARKER AS PER CITY OF YUMA STD. NO. 5-155, 5-160 & 5-165
13. CONSTRUCT NEW SANITARY SEWER POLYMER MANHOLE WITH GRADE RINGS AS PER CITY OF SAN LUIS SUPPLEMENT TO CITY OF YUMA, AND MAC UNIFORM STANDARD SPECIFICATIONS
14. REMOVE EXISTING SEWER CLEANOUT & CONNECT NEW 8" SEWER LINE TO EXISTING SEWER STUB
15. INSTALL NEW 8" PVC SDR-35 SEWER LINE PER CITY OF YUMA STANDARDS AND SPECIFICATIONS
16. INSTALL TEMPORARY BLOWOFF VALVE AS PER CITY OF YUMA STD. NO. 5-085
17. INSTALL NEW SANITARY SEWER CLEANOUT AS PER CITY OF YUMA STD. NO. 6-005
18. NEW SEWER STUB FOR FUTURE DEVELOPMENT
19. ADJUST MANHOLE TO FINAL GRADE AS PER CITY OF YUMA STD. NO. 6-040
20. INSTALL 8" 90° ELL W/ THRUST BLOCK AS PER CITY OF YUMA STD. NO. 5-020 & 5-025
21. INSTALL 8" 45° BEND W/ THRUST BLOCK AS PER CITY OF YUMA STD. NO. 5-020 & 5-025
22. NEW 4" SEWER SERVICE TO BE CONNECTED TO EXISTING SEWER SERVICE
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27. EXISTING 4" SEWER SERVICE
28. NEW CLEANOUT AT THE END OF EXISTING 4" SEWER SERVICE
29. ADJUST MANHOLE TO FINAL GRADE AS PER CITY OF YUMA STD. NO. 6-040

MATERIAL LIST

WATER		
DESCRIPTION	UNIT	QTY
1" WATER SERVICE	EA	351
8" GATE VALVE/W V.B. & C.	EA	43
6" FIRE HYDRANT	EA	29
8" X 8" PVC TEE W/THRUST BLOCK	EA	12
8" X 8" PVC CROSS	EA	2
8" X 8" PVC ELL W/THRUST BLOCK	EA	1
8" BLOW OFF VALVE	EA	1
2" BACKFLOW PREVENTOR W/CAGE	EA	1
2" WATER SERVICE	EA	3
WATER CONNECTION	EA	4
8" PVC C-900 WATER MAIN	LF	14,218
8" 45° PVC BEND W/THRUST BLOCK	EA	4
8" X 10" PVC TEE W/THRUST BLOCK	EA	1
10" GATE VALVE/W V.B. & C.	EA	3
10" PVC C-900 WATER MAIN	LF	1,874

SEWER		
DESCRIPTION	UNIT	QTY
4" SEWER SERVICE	EA	331
SEWER MANHOLE	EA	29
SEWER CLEANOUT	EA	4
8" SEWER LINE	LF	12,049

WATER LINE MAXIMUM BENDING ALLOWANCE SCHEDULE

PIPE DIAMETER (IN)	MINIMUM RADIUS (FT)
12"	315'
10"	265'
8"	215'
6"	165'
4"	110'
2"	60'
1"	50'

UTILITY WARNING

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

NOTES:

1. SEE SUBDIVISION PLAT FOR ALL DIMENSIONS.
2. SEE PAVING AND GRADING PLAN FOR ALL GRADES.
3. TRENCHING AND BACKFILLING FOR WATER AND SEWER LINES TO BE IN ACCORDANCE WITH CITY OF YUMA STD. 5-010
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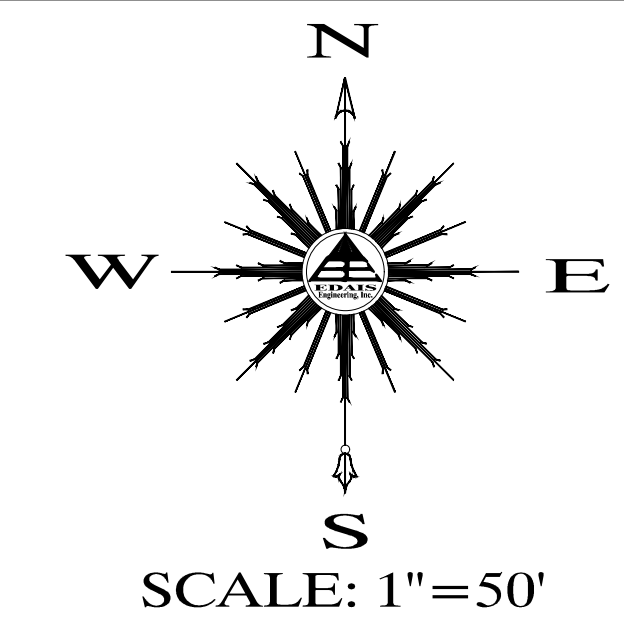
REVISIONS	

LOS MEZQUITES UNIT 4 AND LOS MEZQUITEZ TOWNHOMES 2 SUBDIVISIONS
WATER AND SEWER PLAN

EDAIS Engineering, Inc.
 Yuma, Arizona 85305
 Yuma, Arizona 85305
 (928) 344-3000
 www.edaisengineering.com
 najeh@edaisgroup.com

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WATER AND SEWER PLAN

LOS MEZQUITES UNIT 4 AND LOS MEZQUITEZ TOWNHOMES 2 SUBDIVISIONS



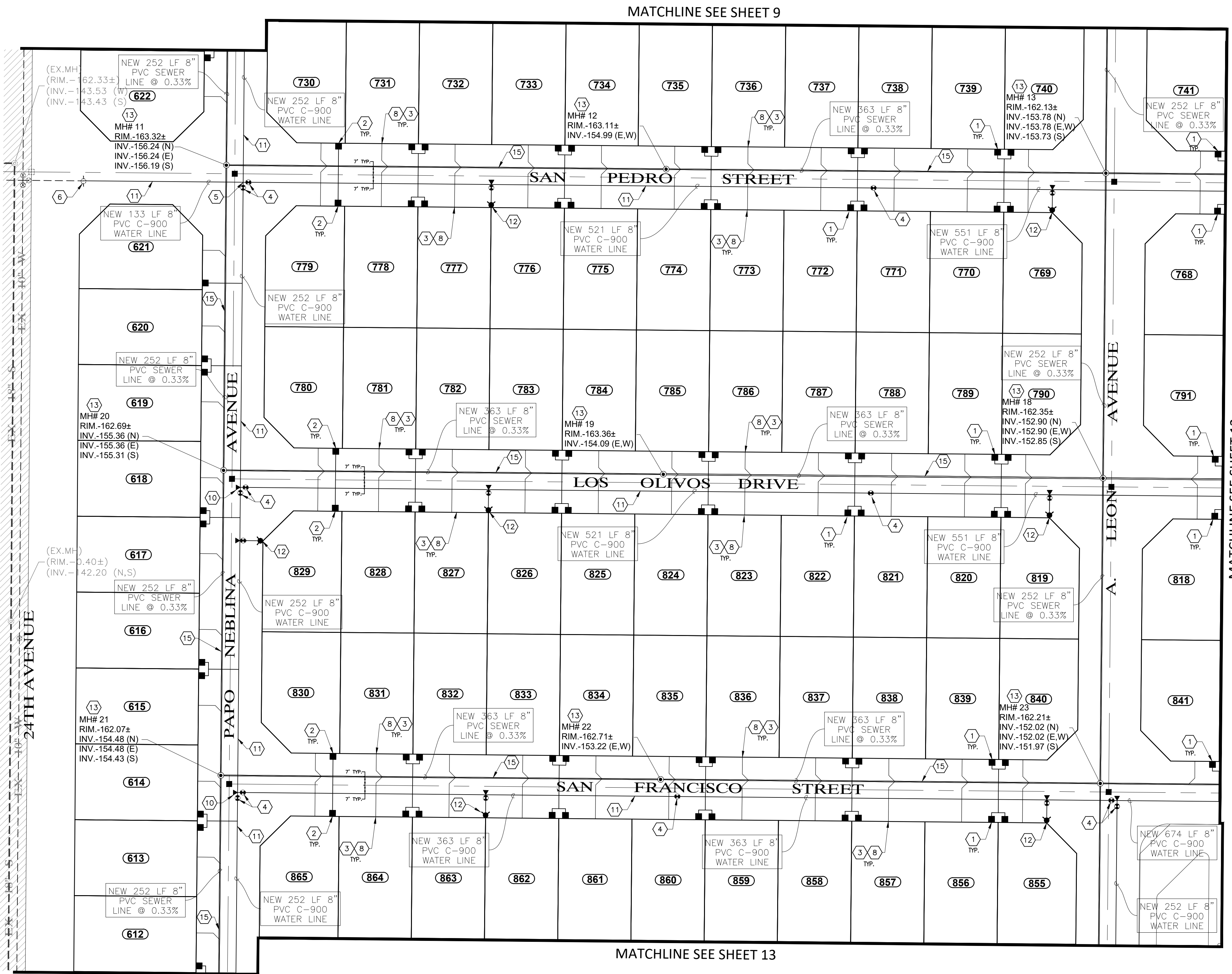
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WATER / SEWER CONSTRUCTION KEYNOTES

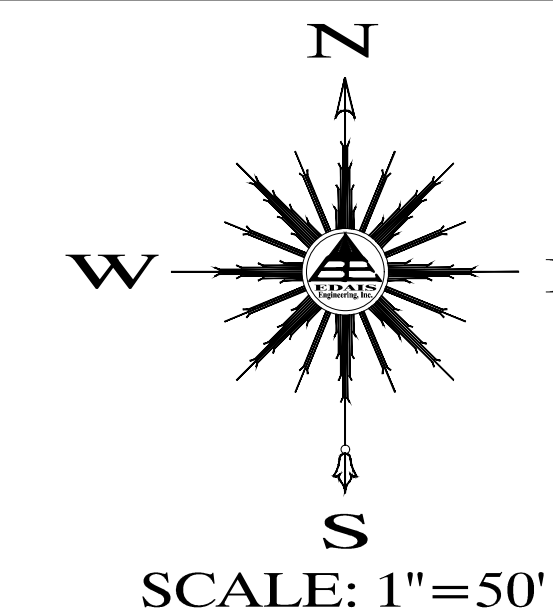
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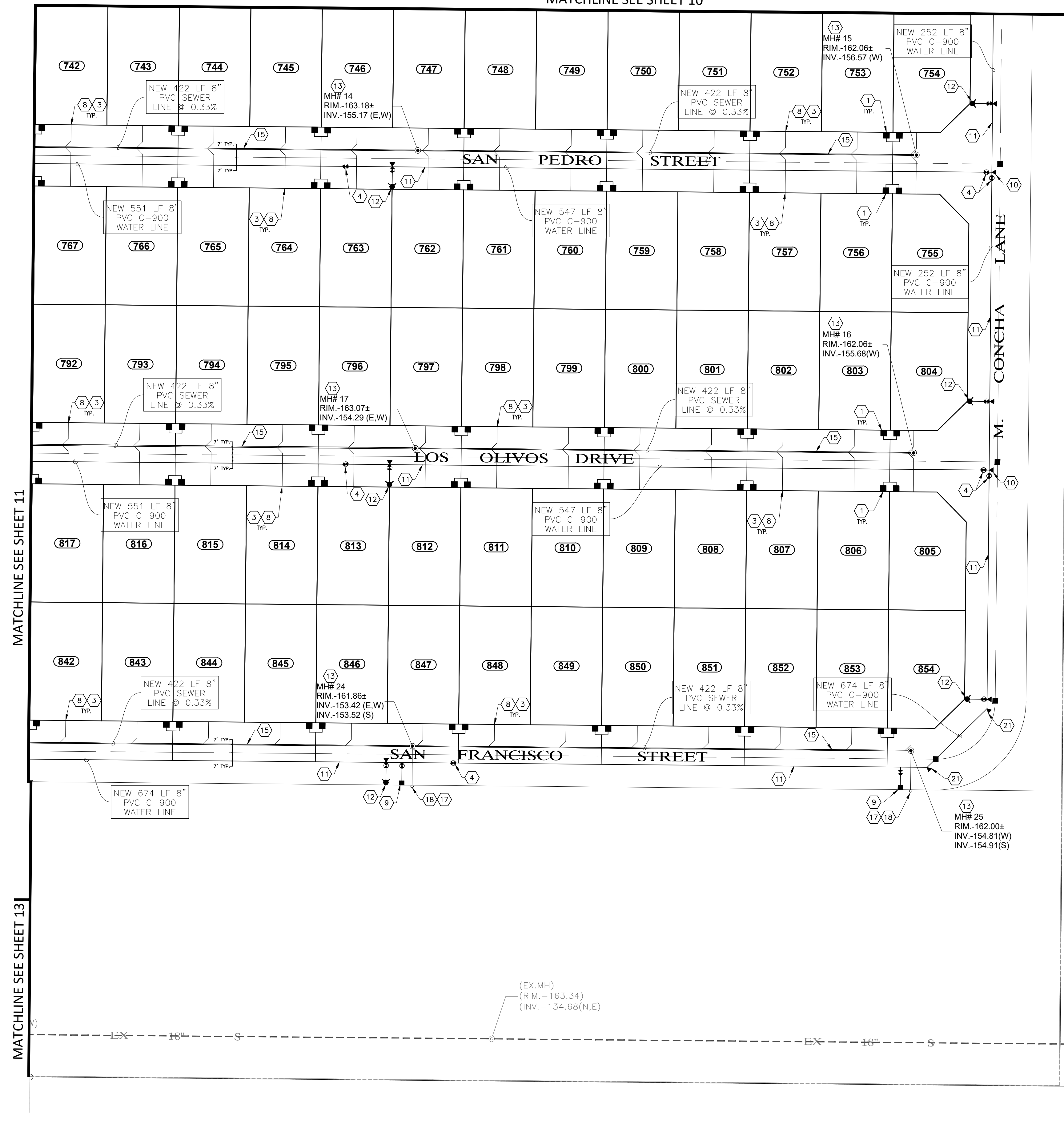
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MATCHLINE SEE SHEET 10



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MATCHLINE SEE SHEET 11

MATCHLINE SEE SHEET 13

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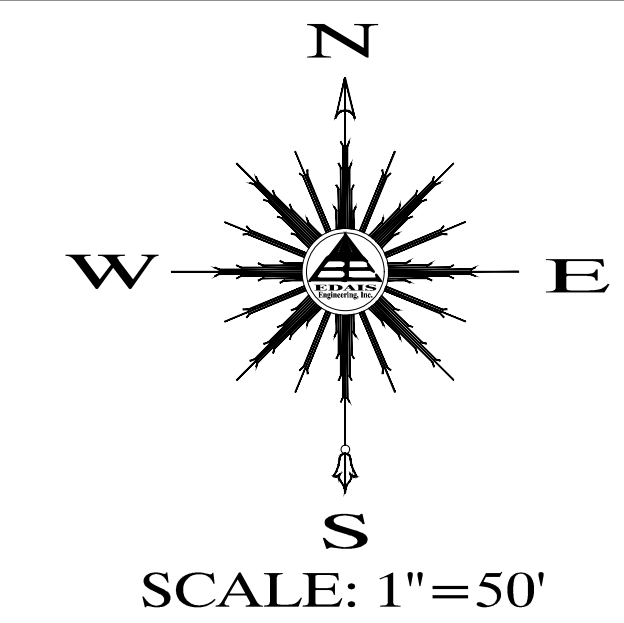
WATER AND SEWER PLAN
LOS MEZQUITES UNIT 4 AND LOS MEZQUITEZ TOWNHOMES 2 SUBDIVISIONS



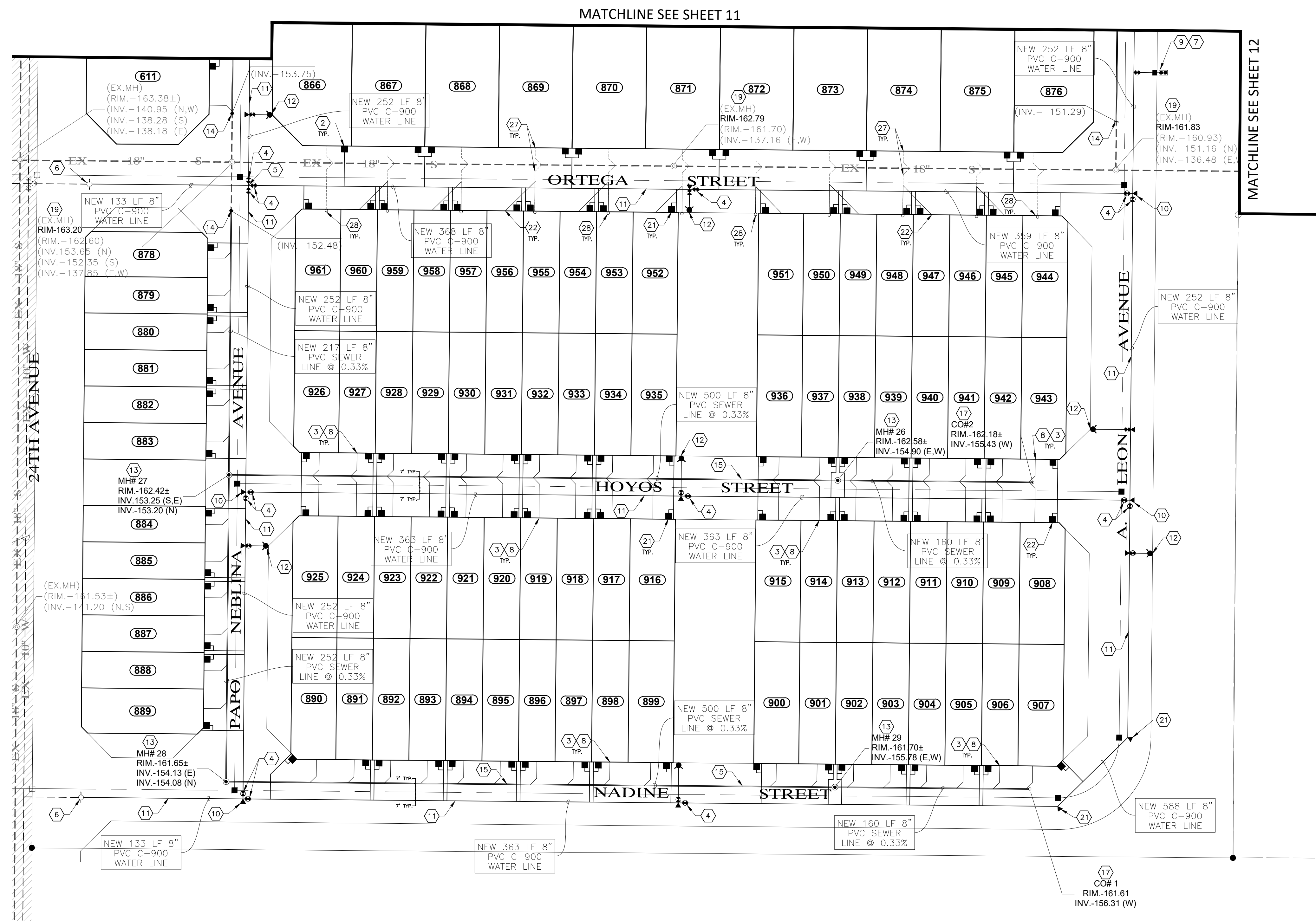
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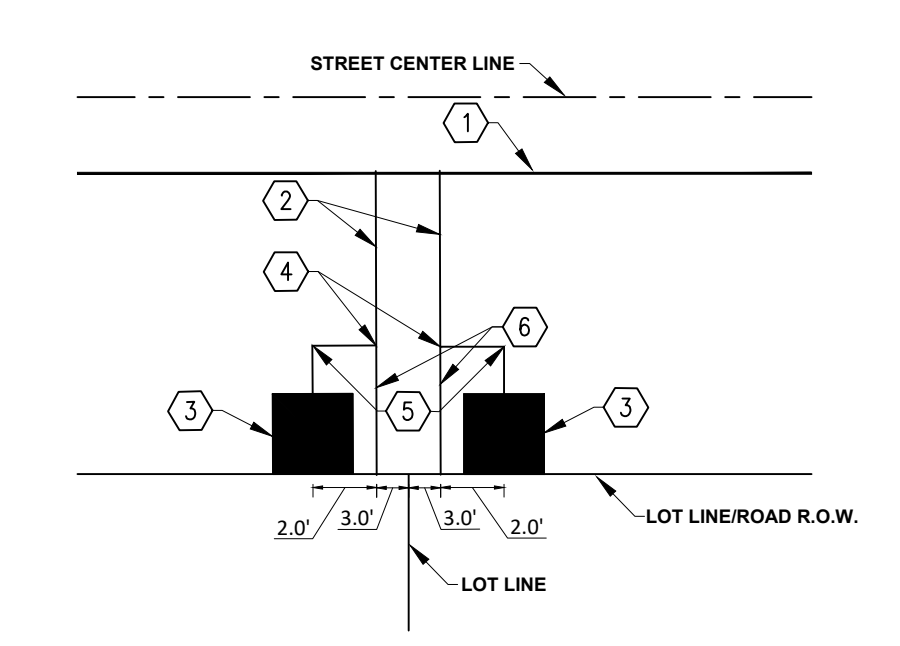
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DOMESTIC WATER / FIRE LINE DETAIL



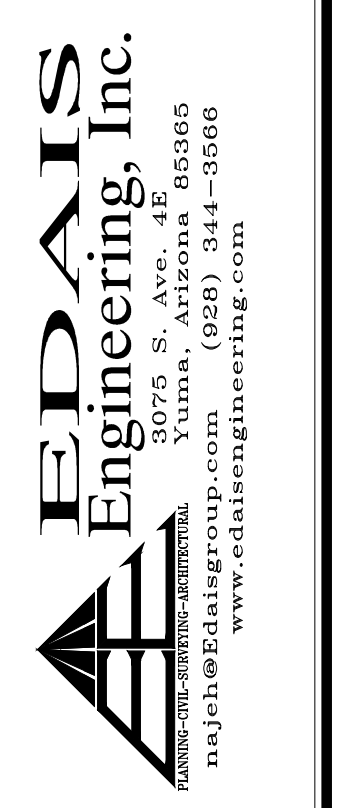
KEYNOTES

- 1 NEW 8" PVC C-900 WATER LINE
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- 3 NEW 5/8" WATER MEATER
- 4 NEW 1" TEE
- 5 NEW 1" ELBOW
- 6 NEW 1" FIRE SPRINKLER LINE

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 AND
 LOS MEZQUITEZ
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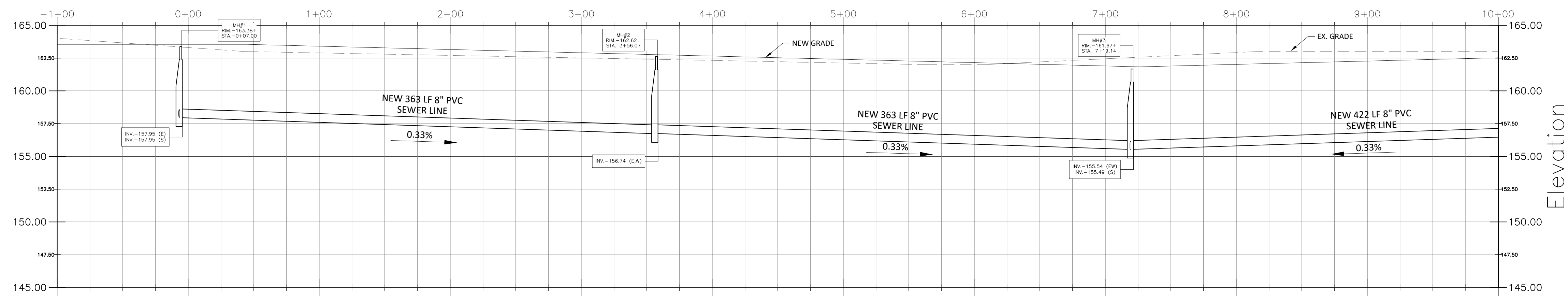
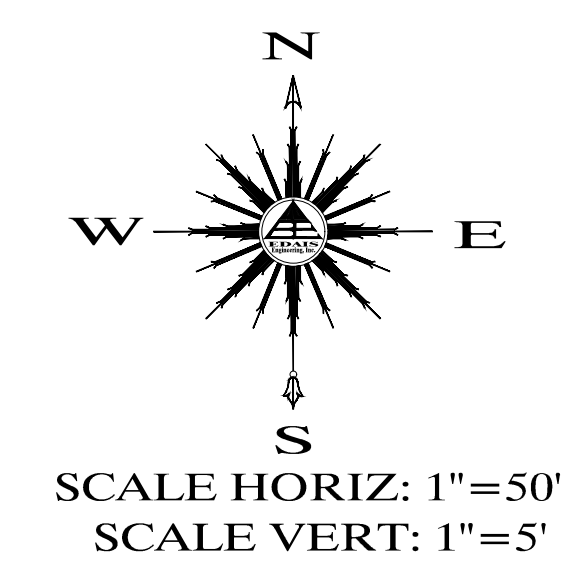
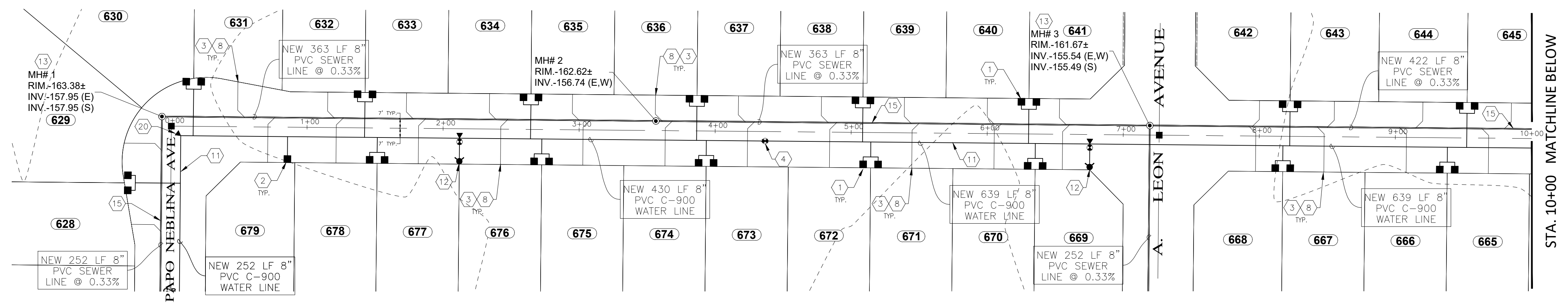


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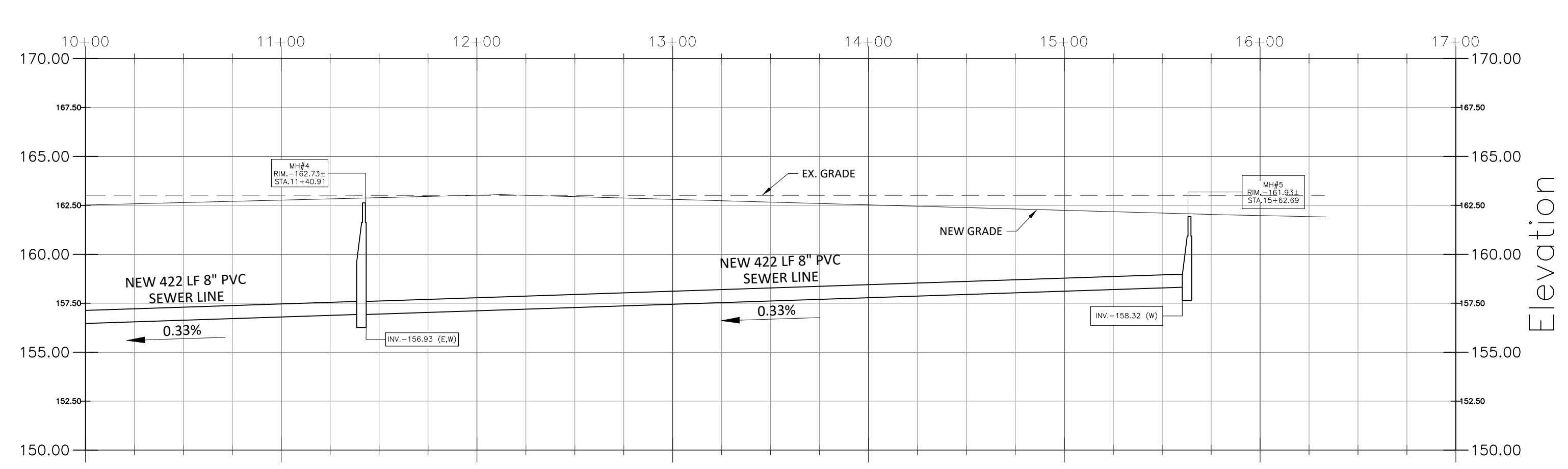
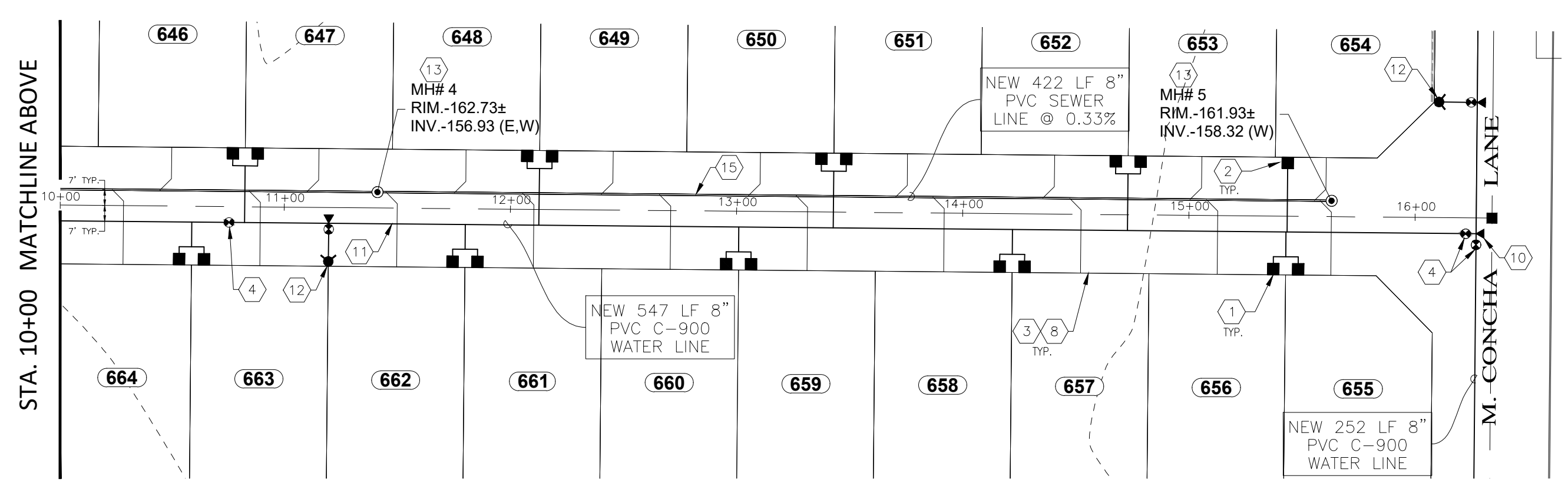
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UDALL LANE



UDALL LANE

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REVISIONS	

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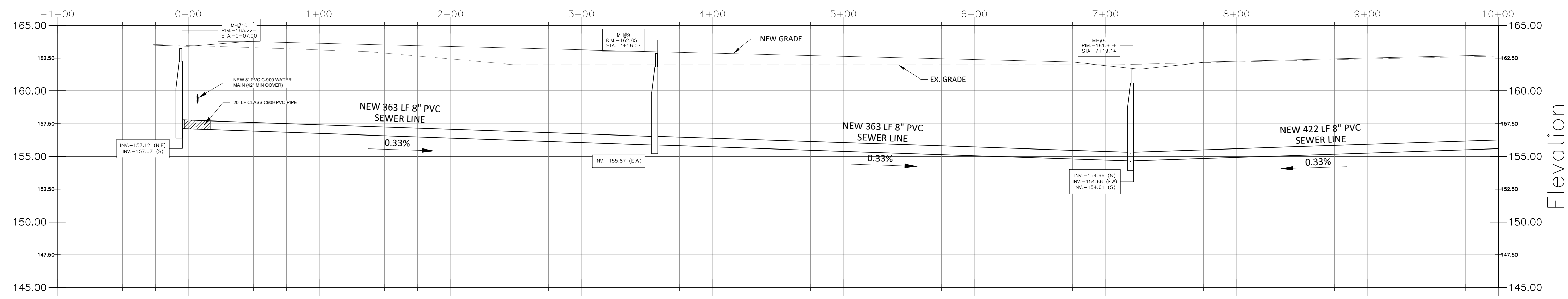
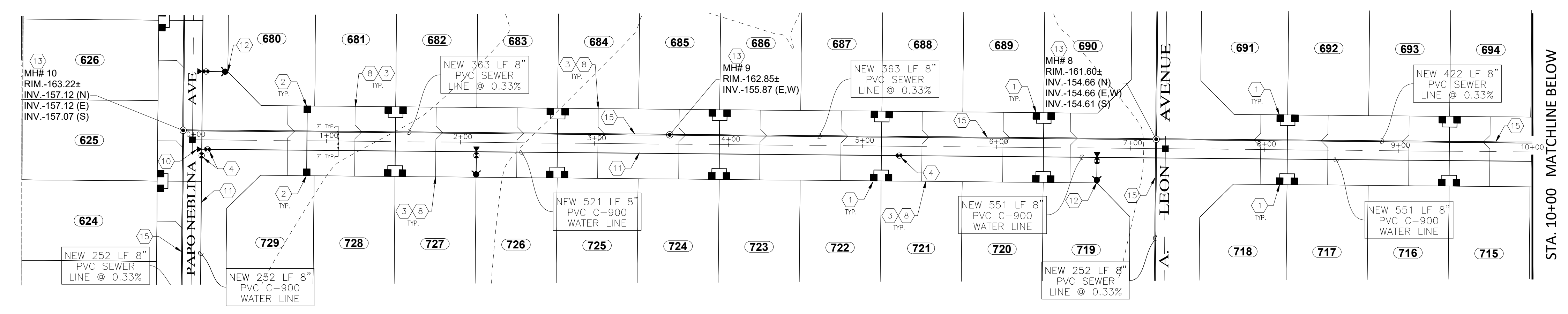
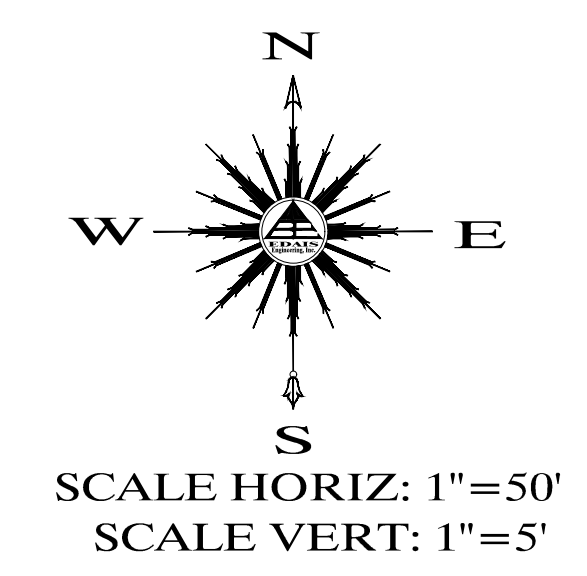
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 Engineering, Inc.
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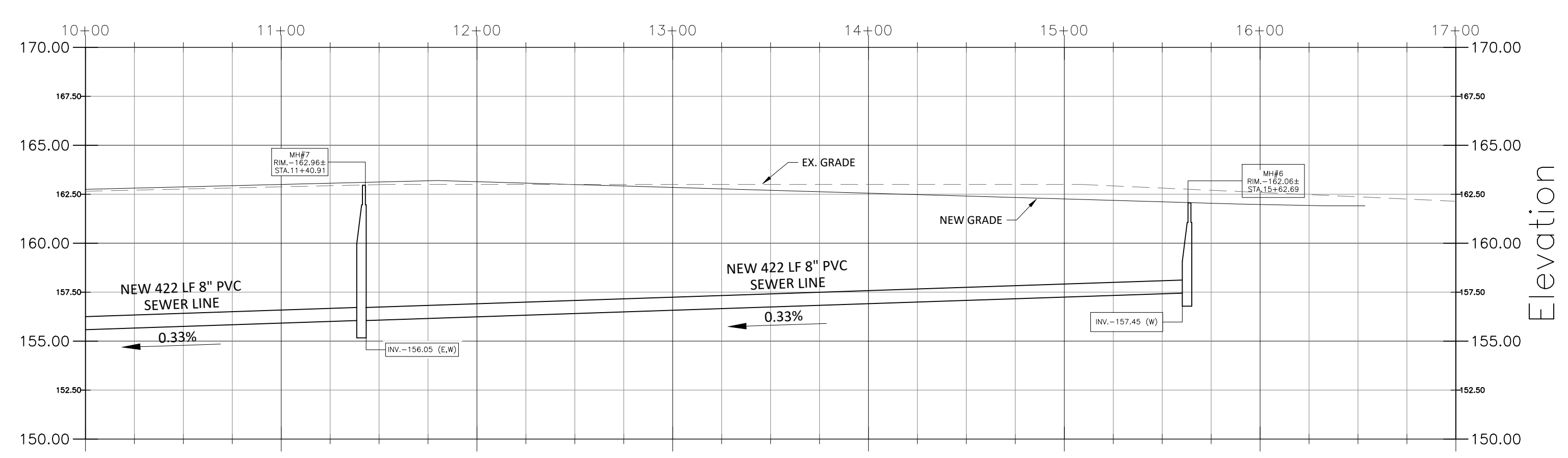
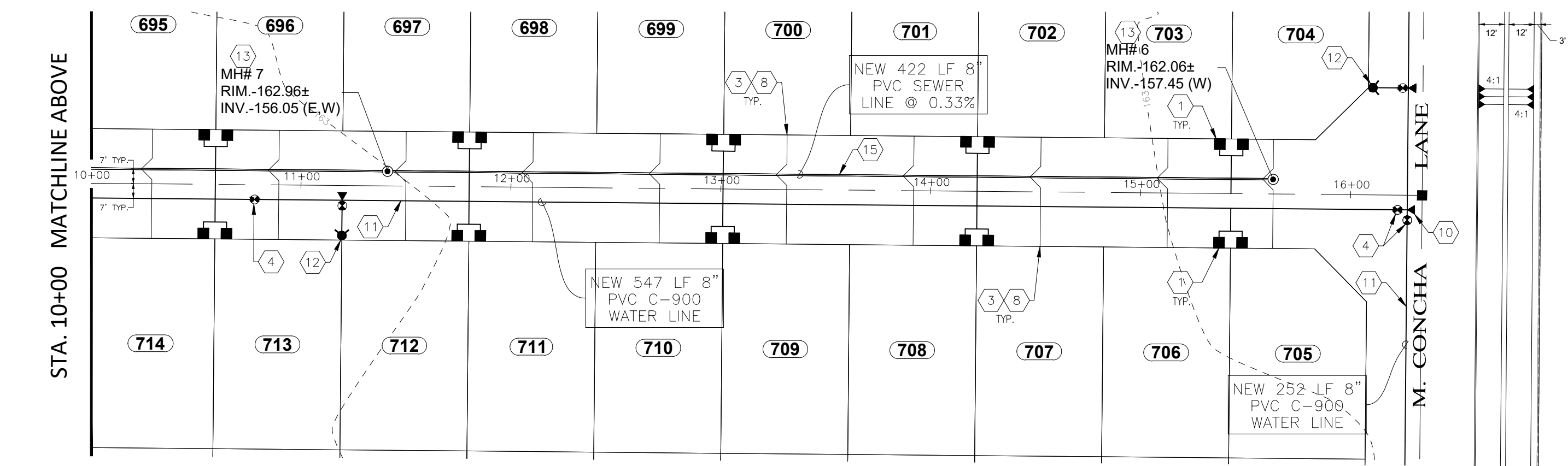
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DRAWN: LPR
CHECKED: NKE
PROJECT: 21-028

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14

REVISIONS	



MONREAL LANE



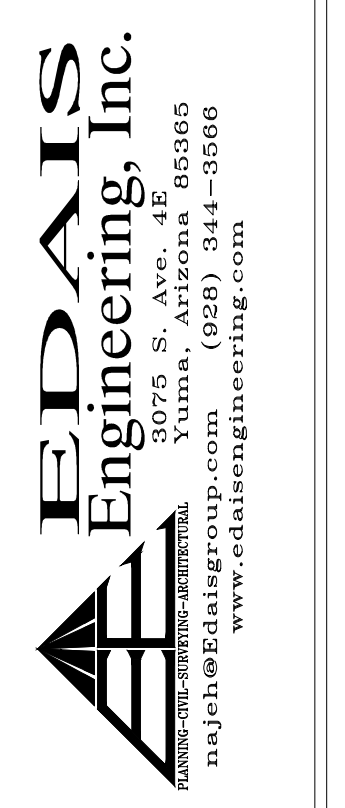
MONREAL LANE

NOTES:

1. FOR LEGEND, WATER/SEWER CONSTRUCTION KEYNOTES AND MATERIAL LIST SEE SHEET 9.
2. SEE SUBDIVISION PLAT FOR ALL DIMENSIONS.
3. SEE PAVING AND GRADING PLAN FOR ALL GRADES.
4. TRENCHING AND BACKFILLING FOR WATER AND SEWER LINES TO BE IN ACCORDANCE WITH CITY OF YUMA STD. 5-010
5. THE CITY OF SAN LUIS WILL ONLY ACCEPT CLOW OR WATEROUS WB-67 FIRE HYDRANTS.
6. THE CITY OF SAN LUIS REQUIRE THAT ALL FITTINGS TO HAVE MEGA LUG OR APPROVED EQUAL MECHANICAL RESTRAINS AND VERTICAL BENDS TO BE MJ RESTRAINED AT THE BENDS PLUS ONE ADDITIONAL RESTRAINT 20' UPSTREAM AND DOWNSTREAM OF THE BEND.

WATER & SEWER PROFILES

LOS MEZQUITES UNIT 4 AND LOS MEZQUITEZ TOWNHOMES 2 SUBDIVISIONS

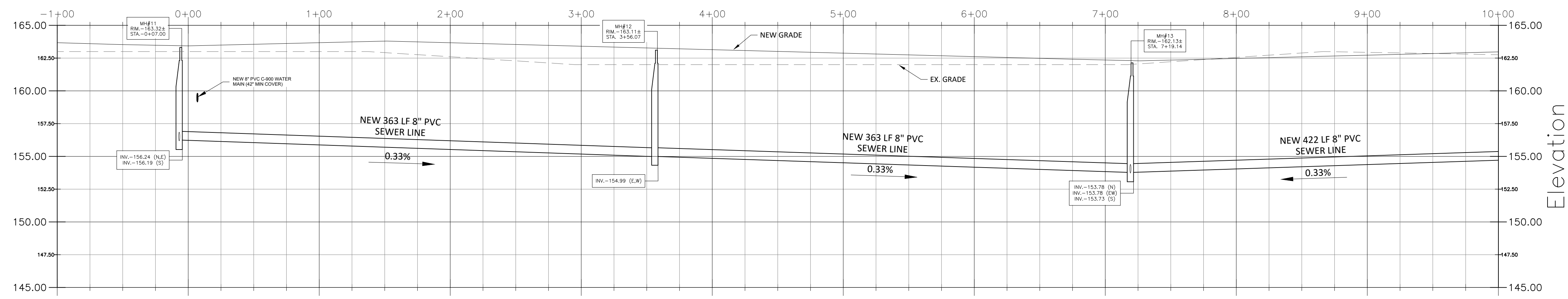
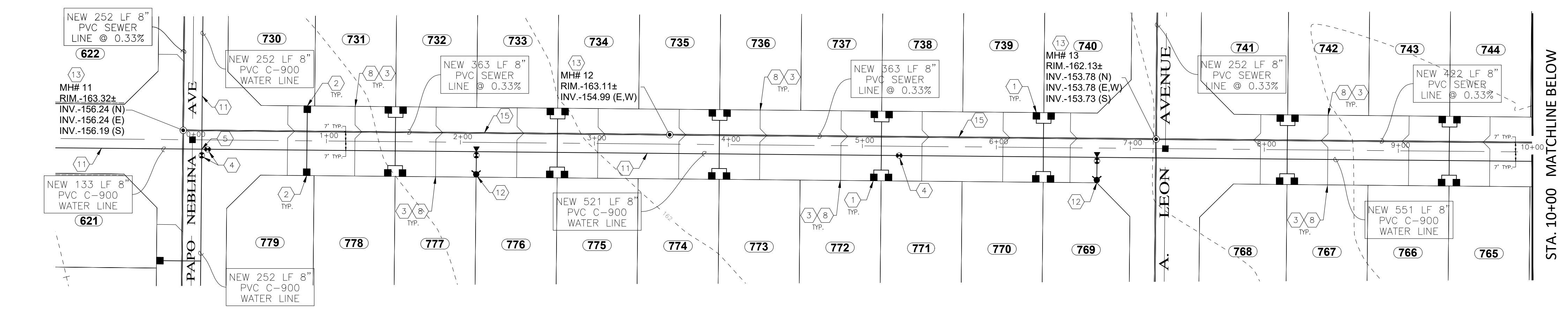
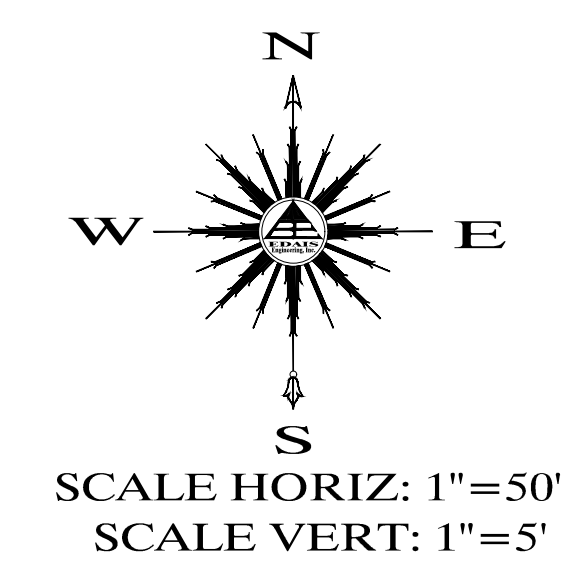


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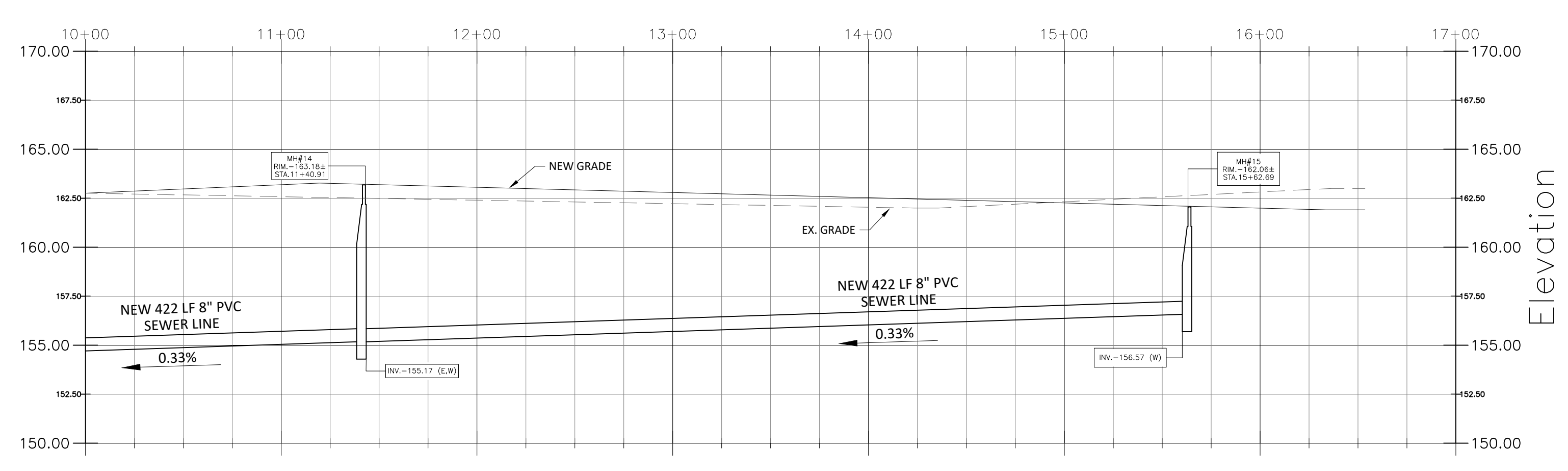
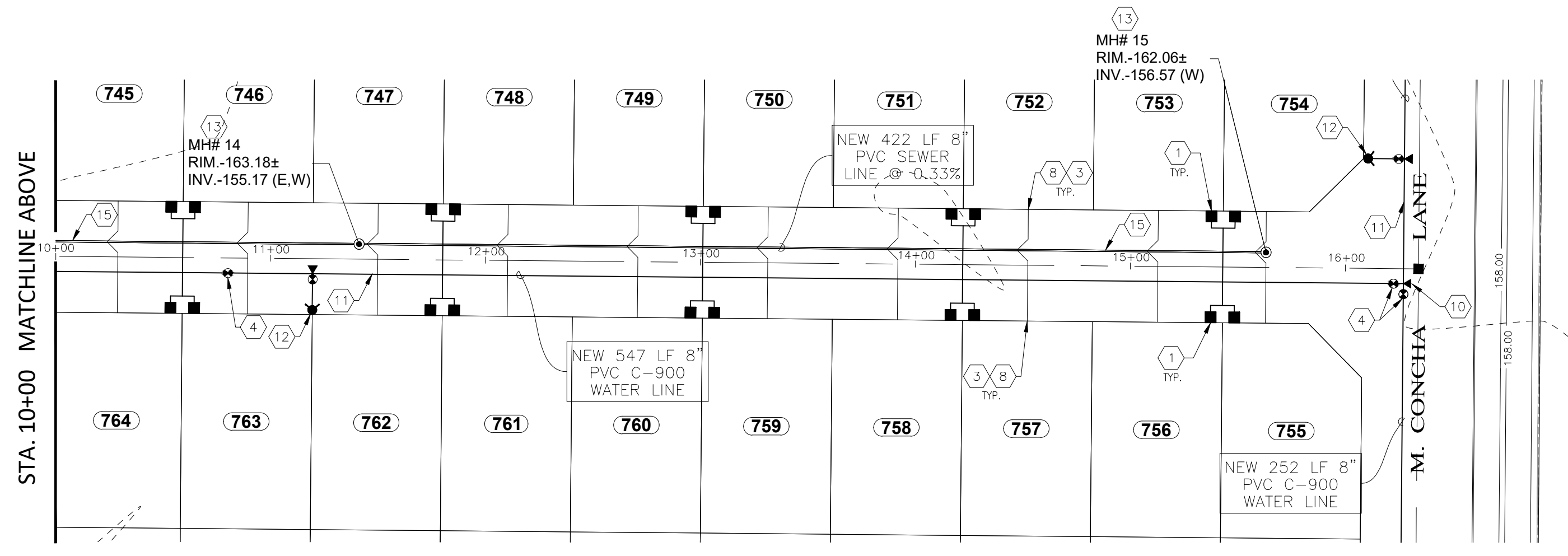
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15

REVISIONS	



SAN PEDRO STREET

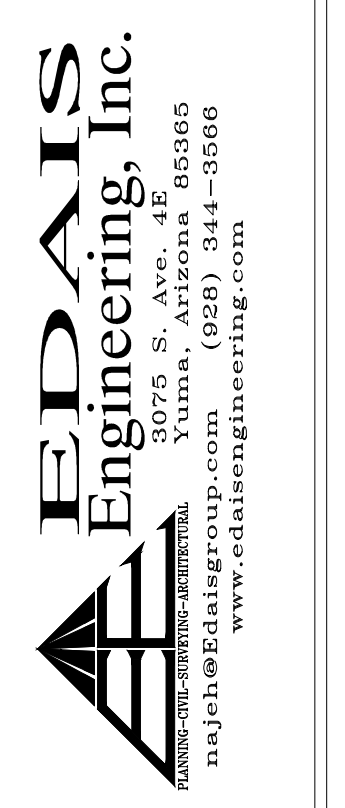


SAN PEDRO STREET

NOTES:

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WATER & SEWER PROFILES
LOS MEZQUITES UNIT 4 AND LOS MEZQUITEZ TOWNHOMES 2 SUBDIVISIONS

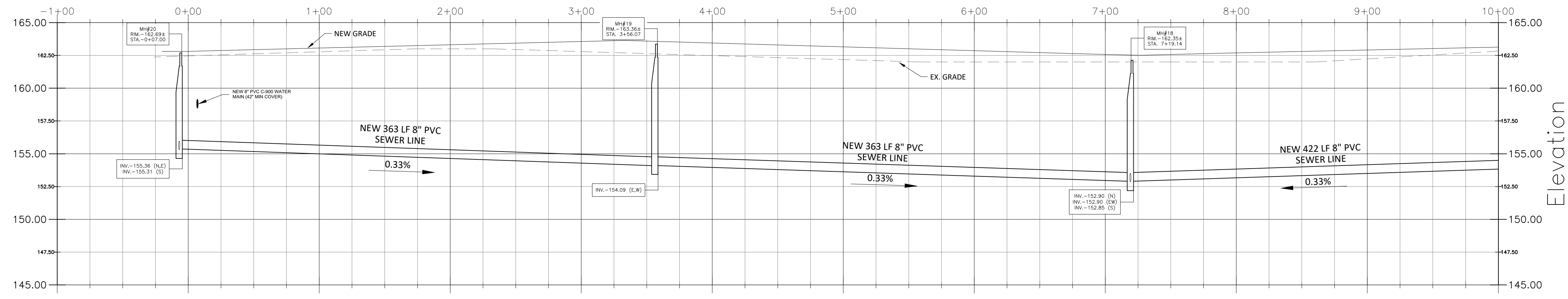
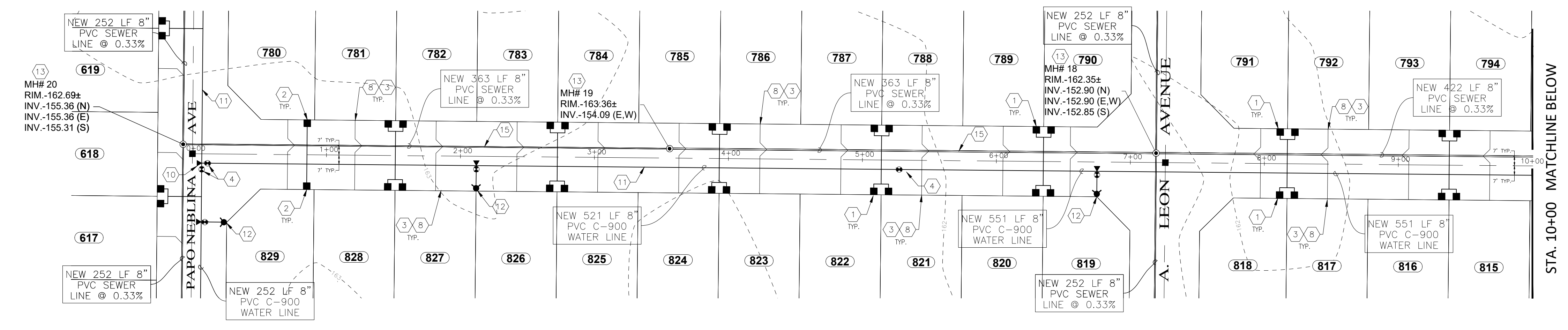
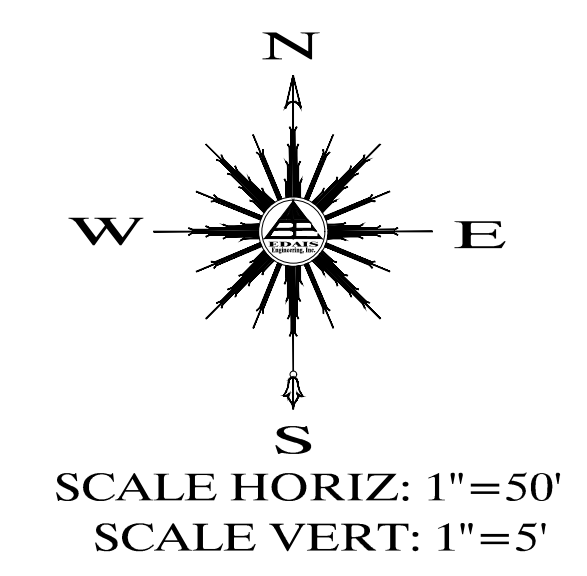


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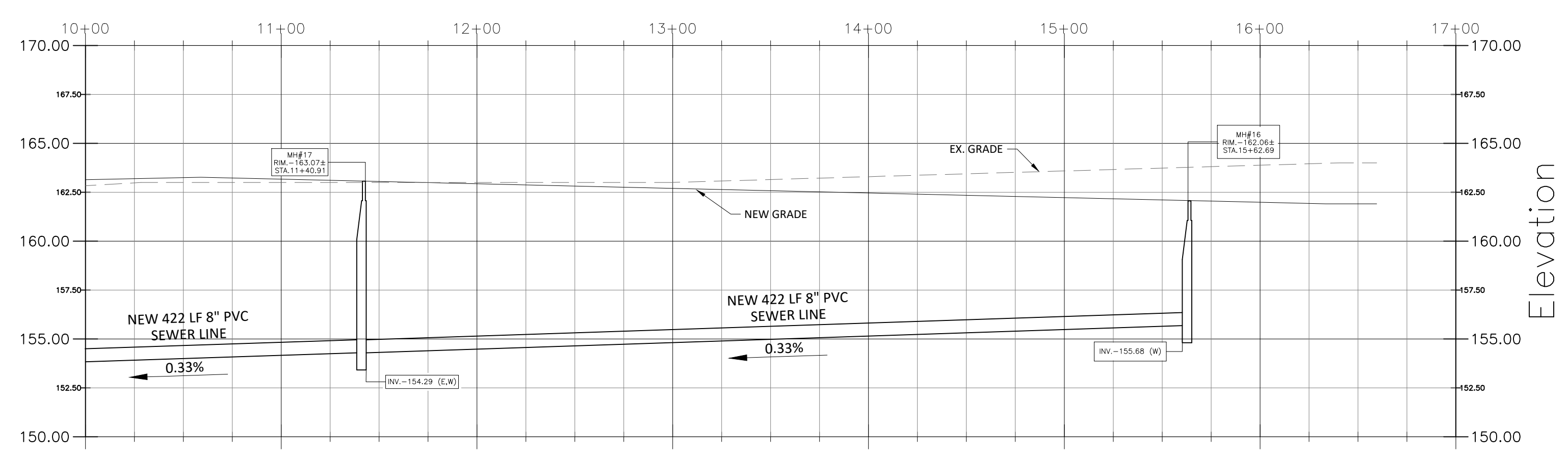
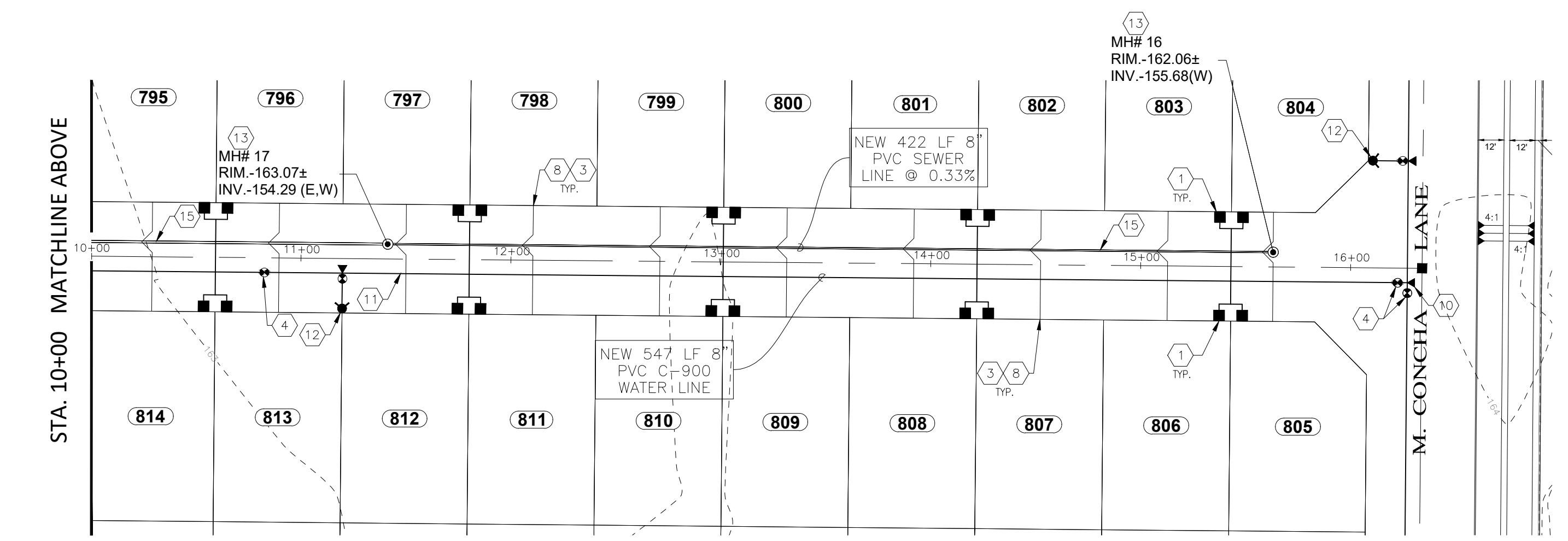
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PROJECT:
21-028

SHEET NUMBER
16

REVISIONS	



LOS OLIVOS DRIVE



LOS OLIVOS DRIVE

NOTES:

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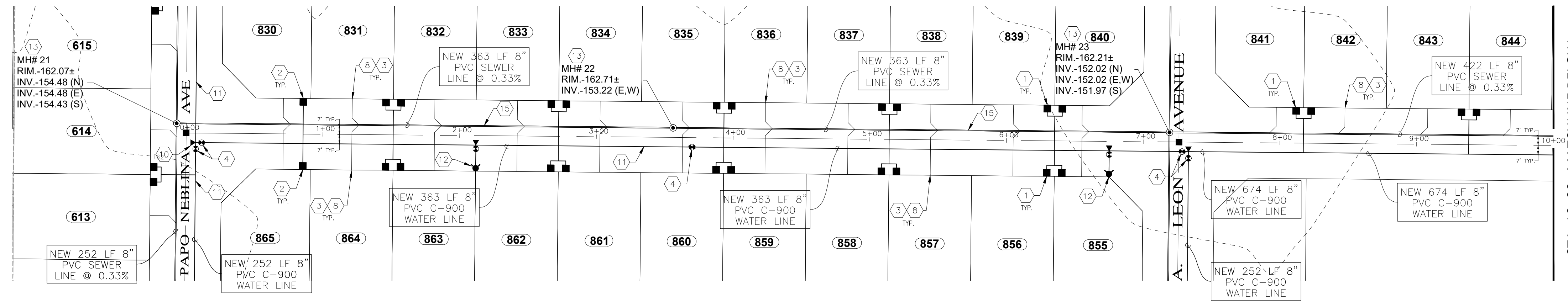
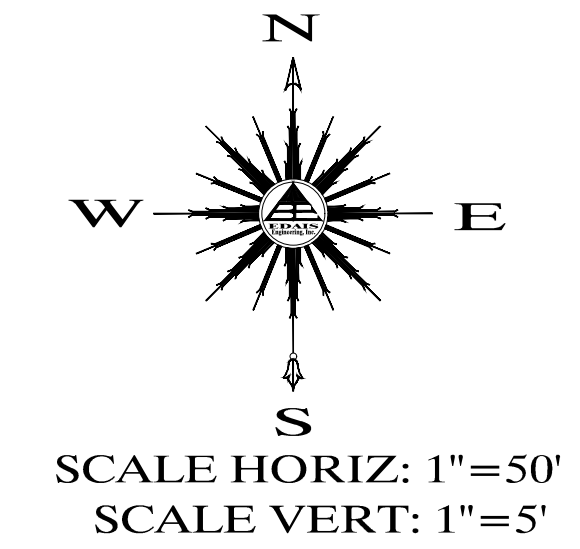
WATER & SEWER PROFILES
LOS MEZQUITES UNIT 4 AND LOS MEZQUITEZ TOWNHOMES 2 SUBDIVISIONS

EDAIS
 Engineering, Inc.
Yuma, Arizona 85305
 Yuma, Arizona 85305
 (928) 344-3500
 www.edaisengineering.com

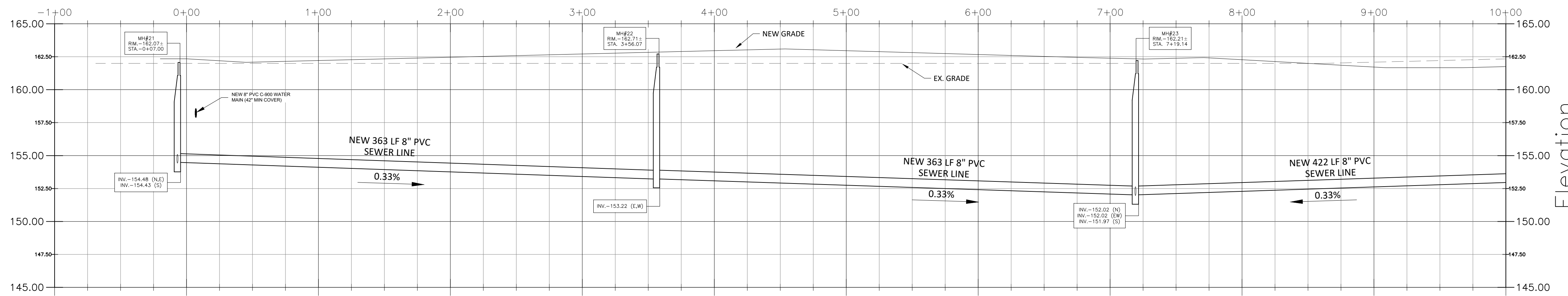
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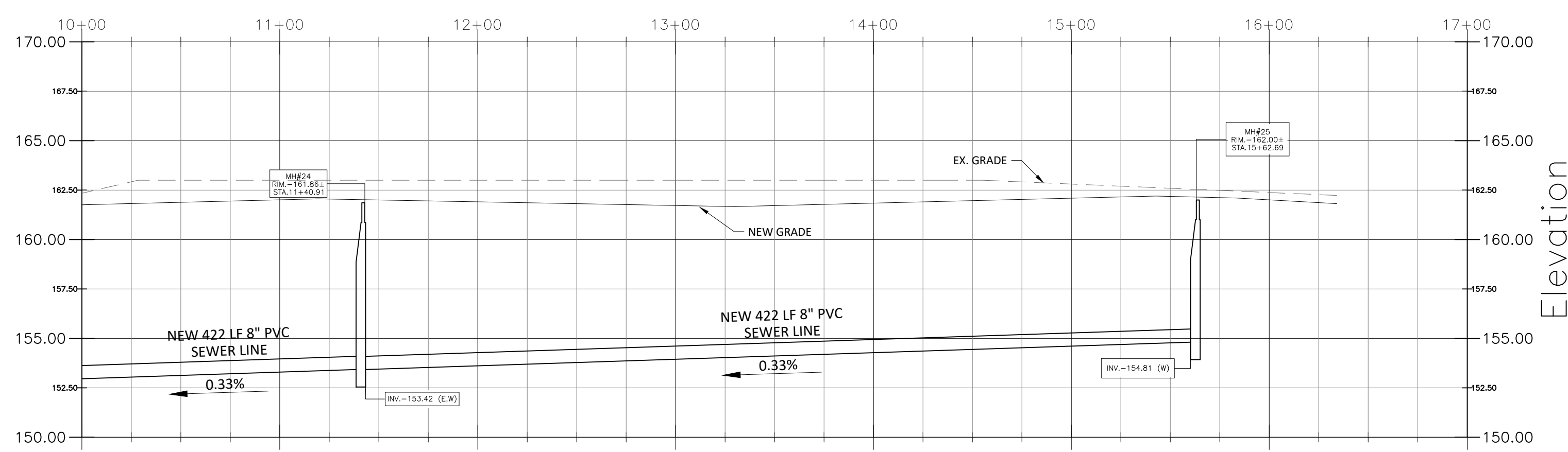
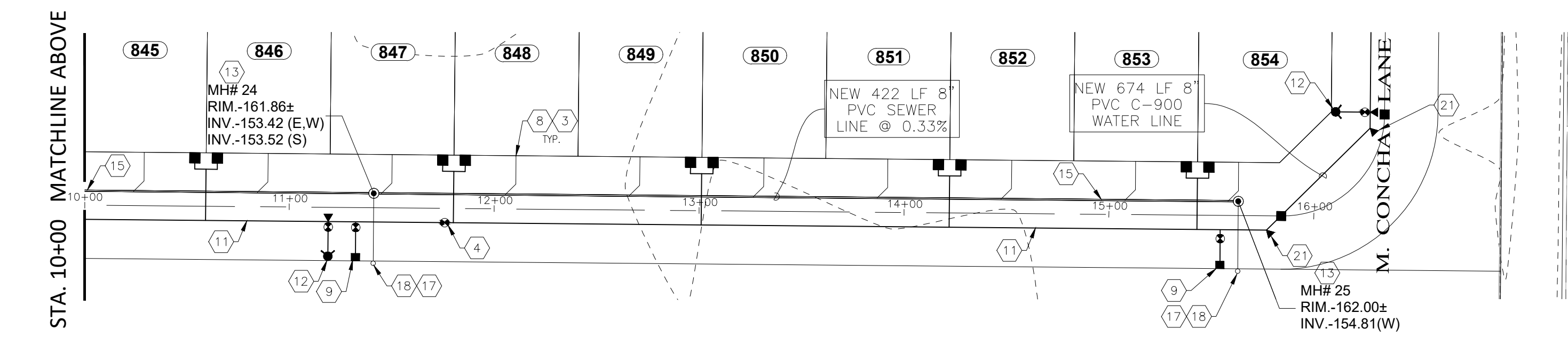
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17



STA. 10+00 MATCHLINE BELOW



SAN FRANCISCO STREET

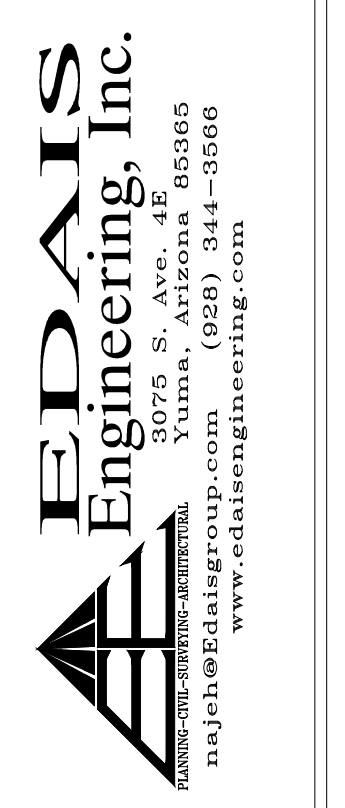


SAN FRANCISCO STREET

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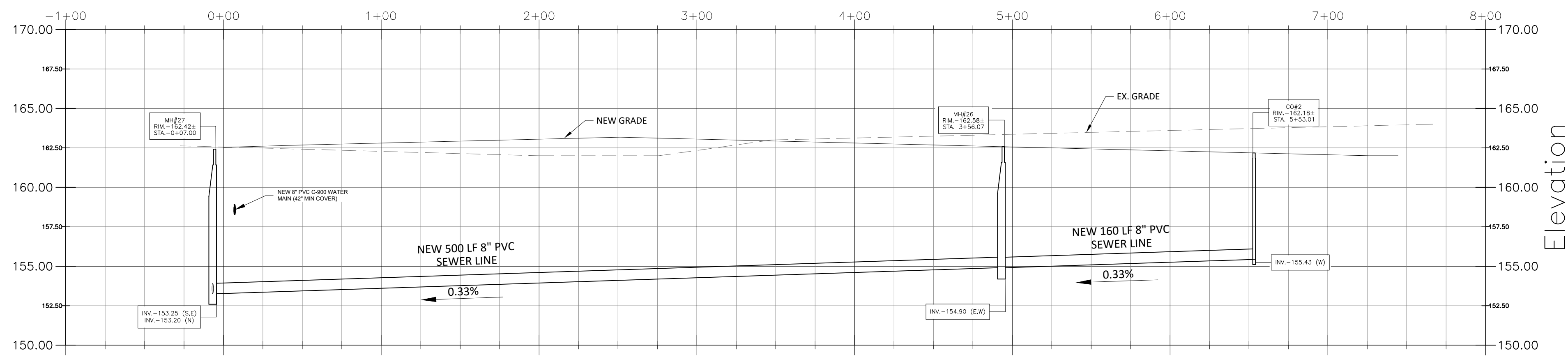
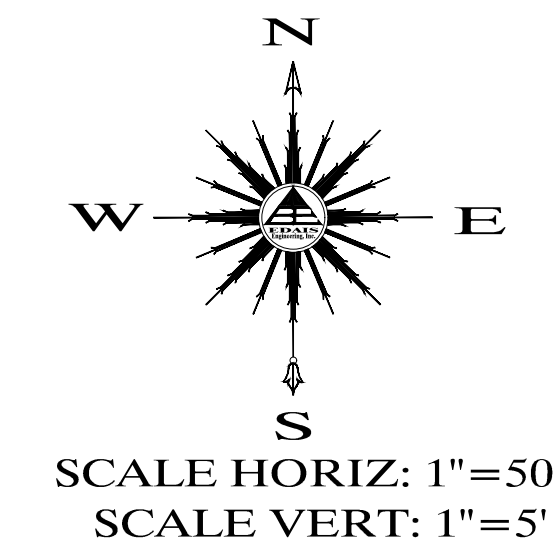
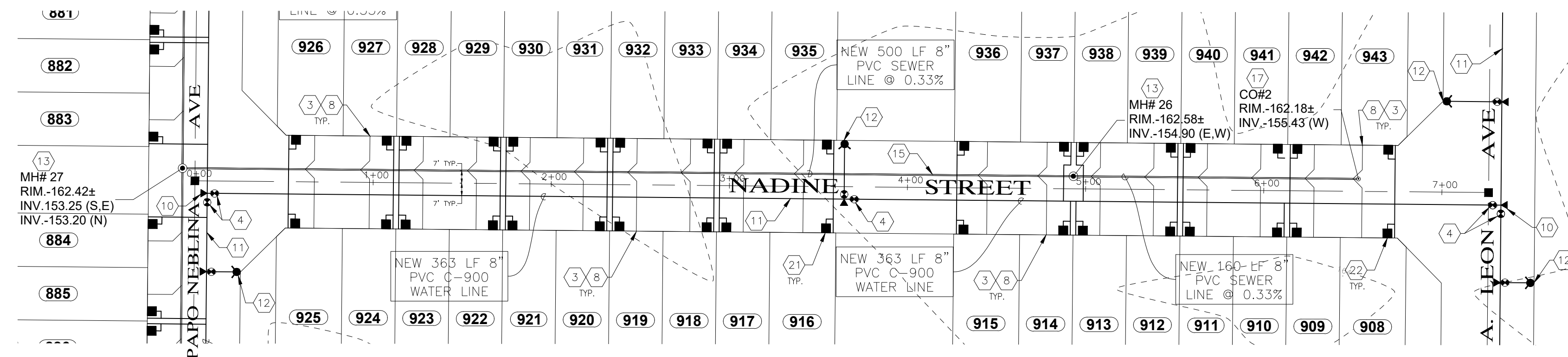
LOS MEZQUITES UNIT 4
AND
LOS MEZQUITEZ
TOWNHOMES 2
SUBDIVISIONS



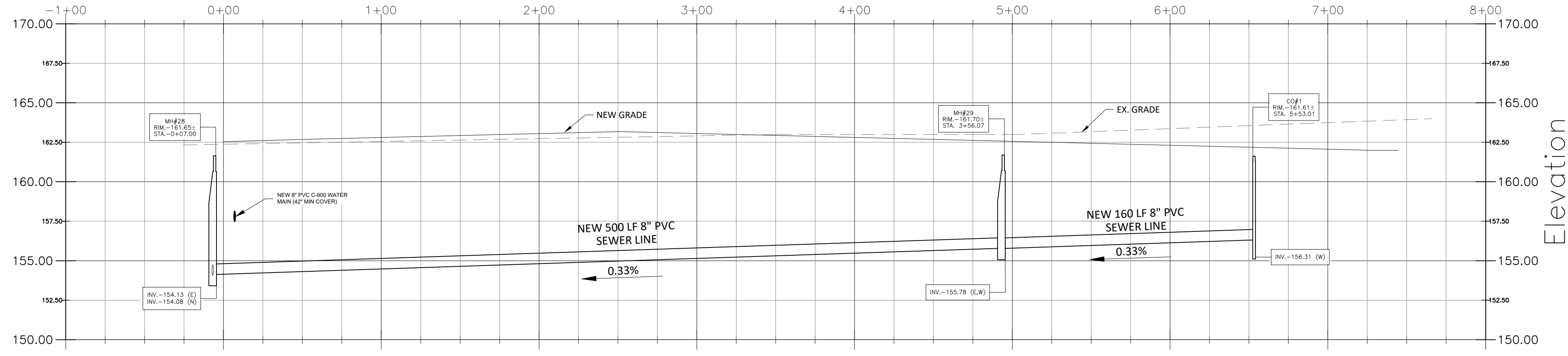
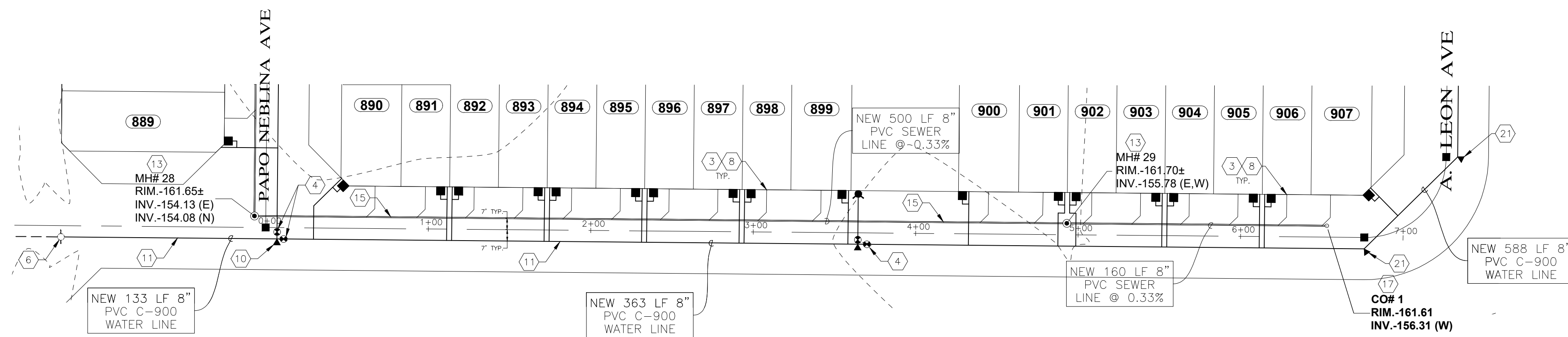
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21-028

SHEET NUMBER
18



HOYOS STREET



NADINE STREET

NOTES:

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REVISIONS	

LOS MEZQUITES UNIT 4
 AND
 LOS MEZQUITEZ
 TOWNHOMES 2
 SUBDIVISIONS
 WATER & SEWER
 PROFILES

EDAIS
 Engineering, Inc.

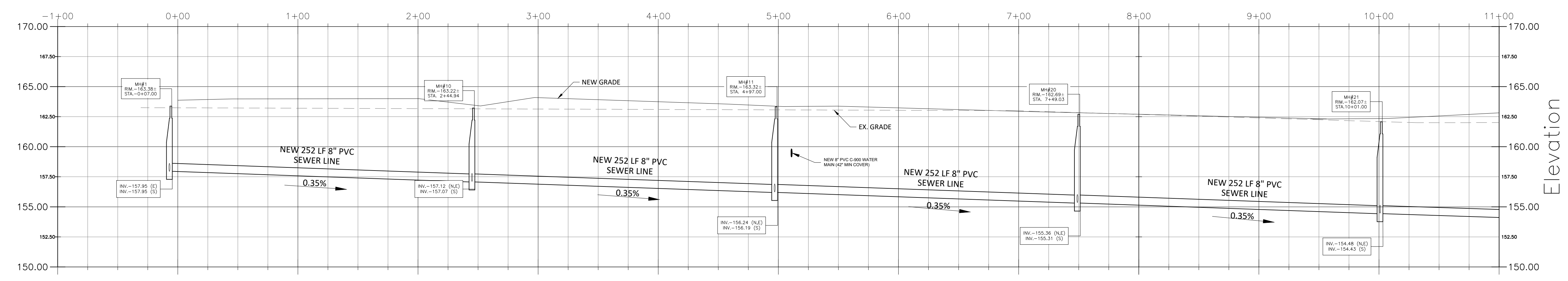
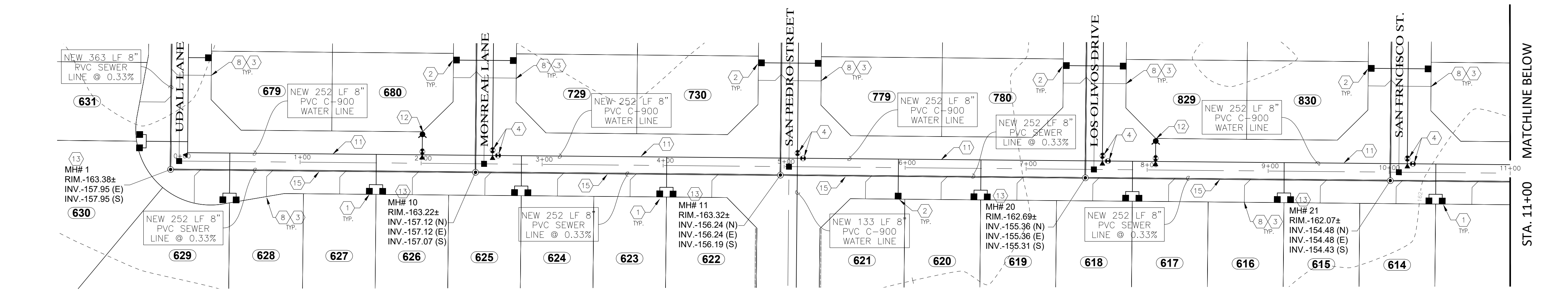
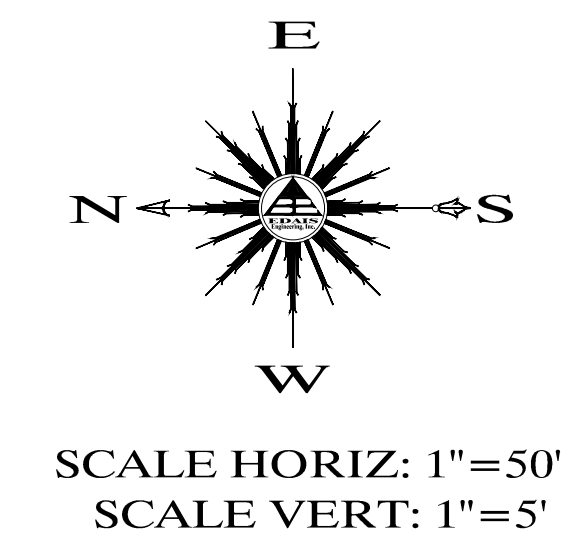
 Yuma, Arizona 85305
 Yuma, Arizona 85305
 (928) 344-3500
 najeh@edaisgroup.com
 www.edaisengineering.com

PRELIMINARY
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 CONSTRUCTION

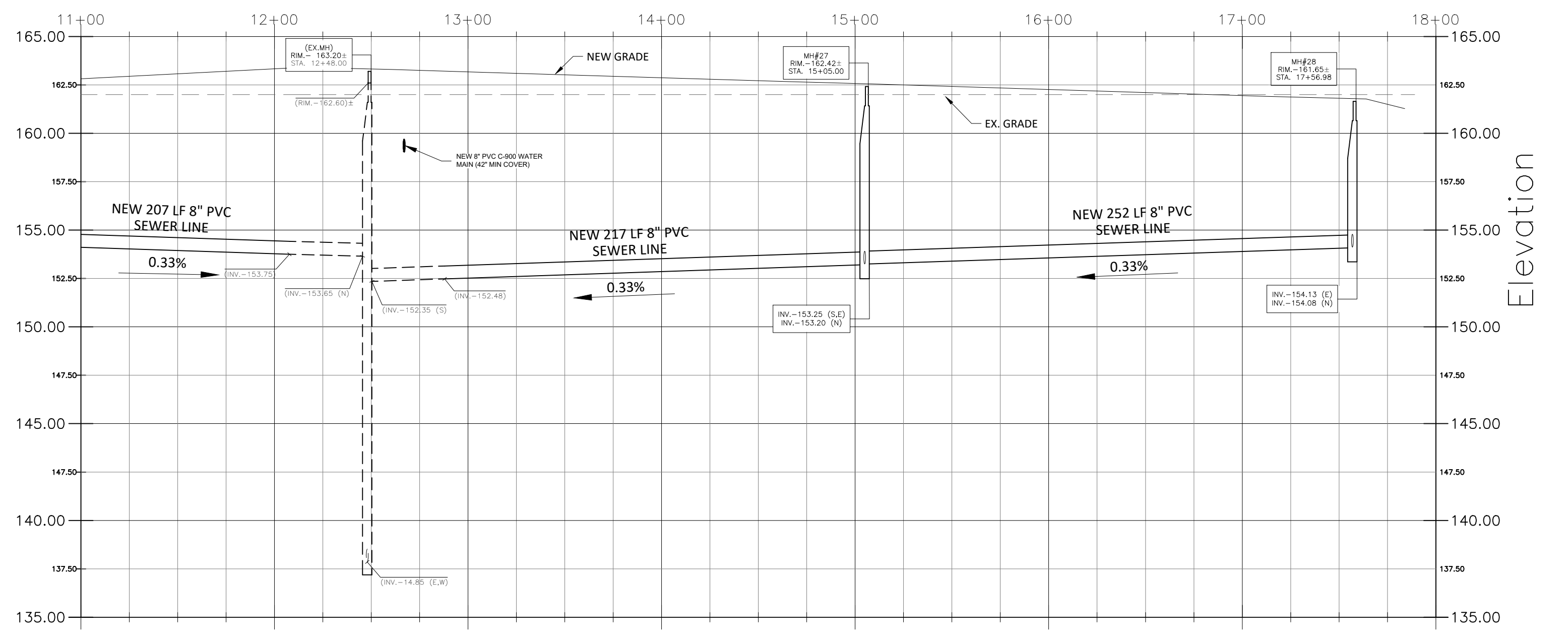
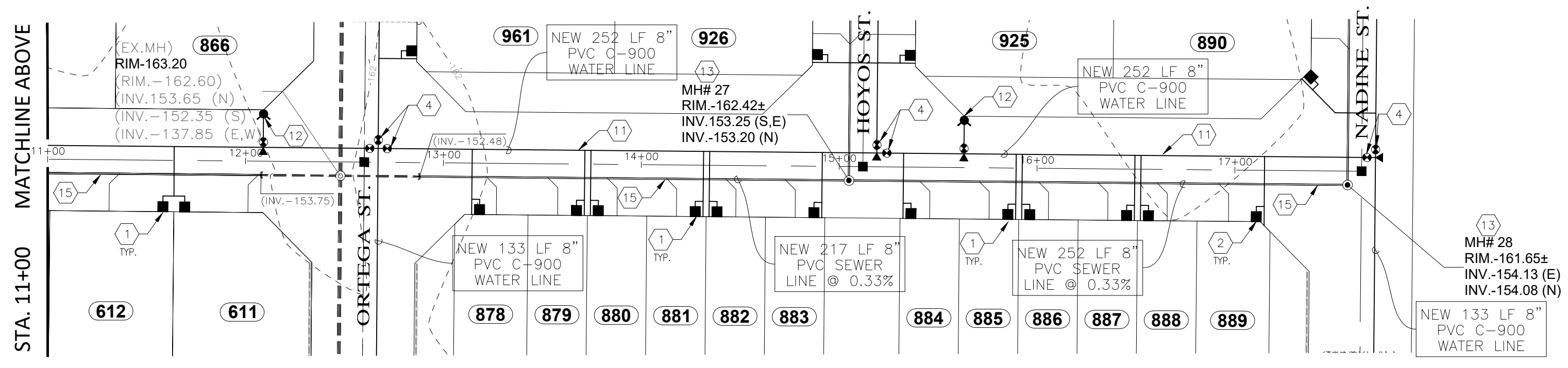
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SHEET NUMBER
19

REVISIONS	



PAPO NEBLINA AVENUE



PAPO NEBLINA AVENUE

NOTES:

1. FOR LEGEND, WATER/SEWER CONSTRUCTION KEYNOTES AND MATERIAL LIST SEE SHEET 5
2. SEE SUBDIVISION PLAT FOR ALL DIMENSIONS.
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WATER & SEWER PROFILES

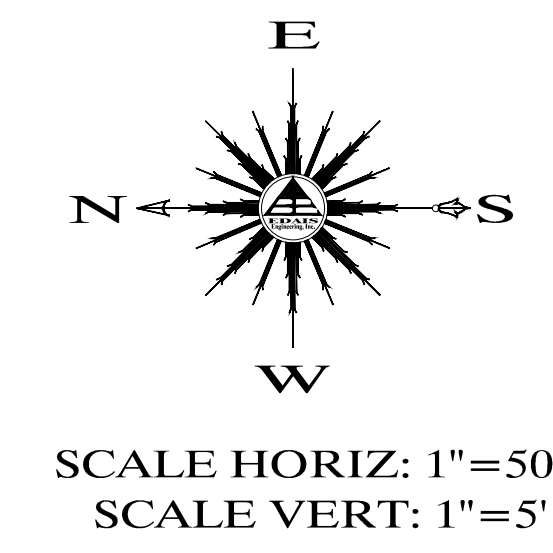
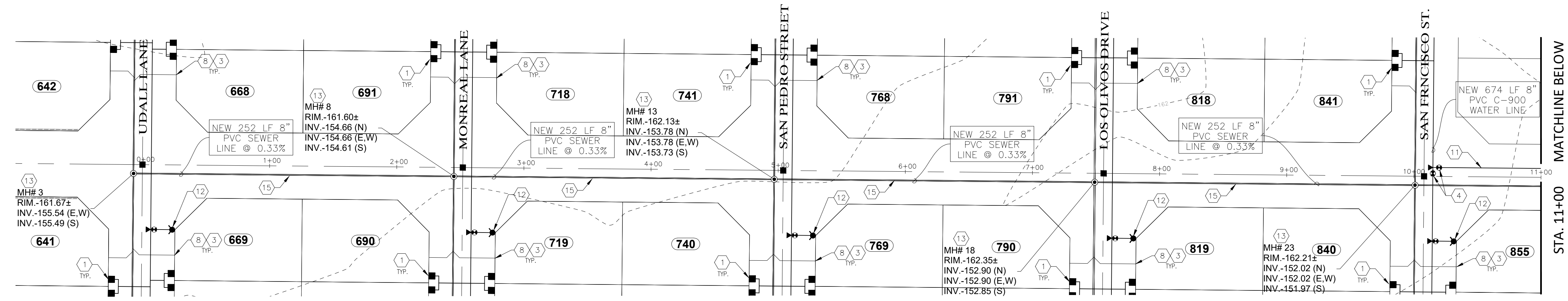
LOS MEZQUITES UNIT 4 AND LOS MEZQUITEZ TOWNHOMES 2 SUBDIVISIONS

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 Yuma, Arizona 85305
 (928) 344-3500
www.edaisengineering.com

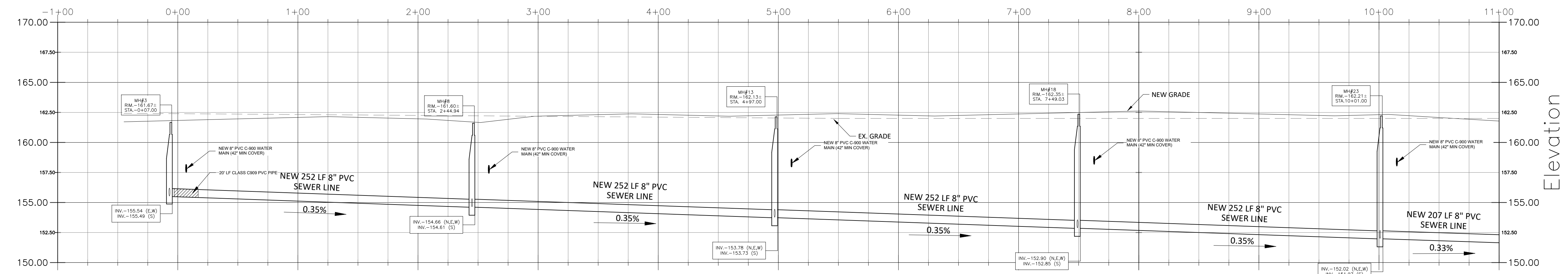
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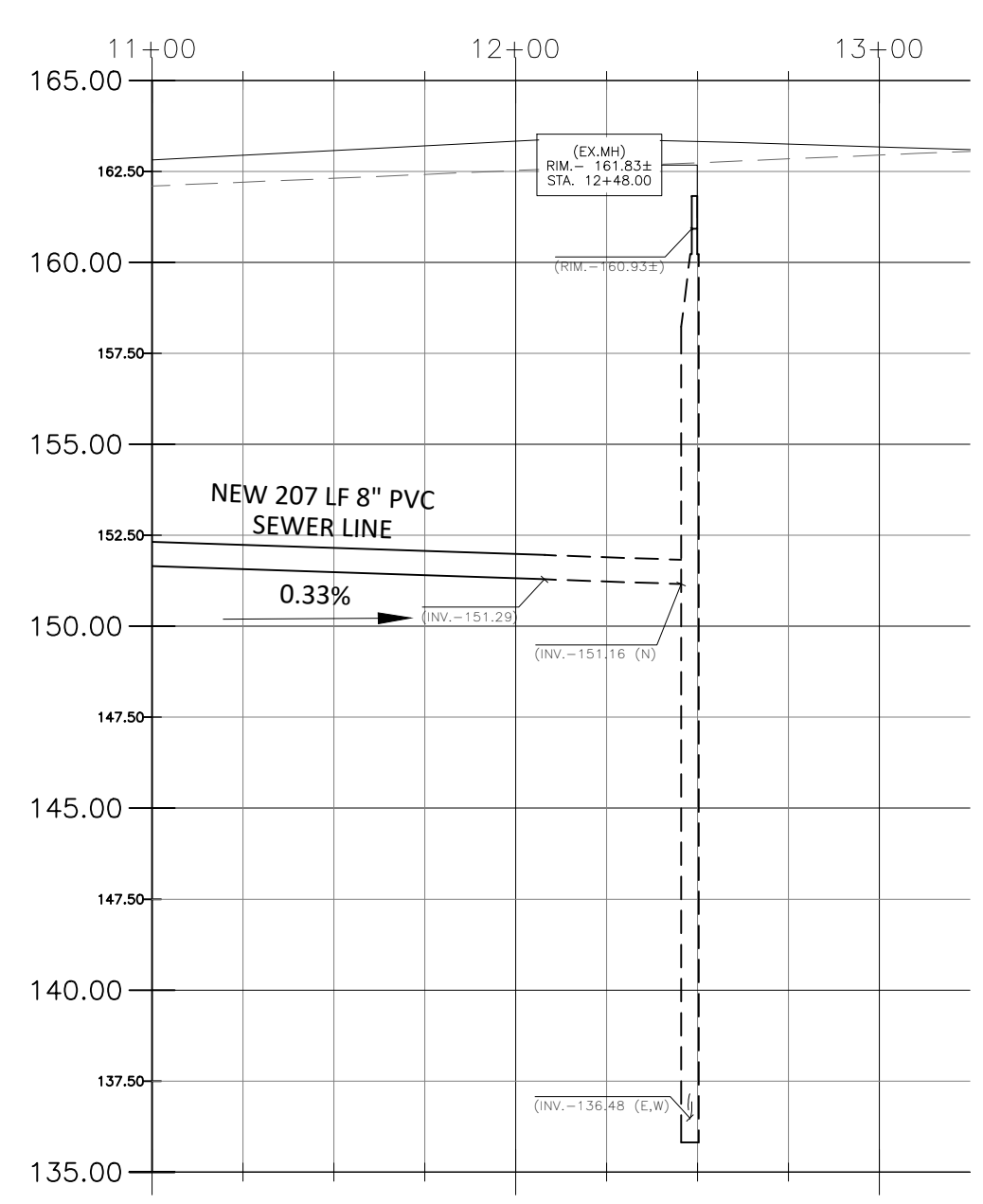
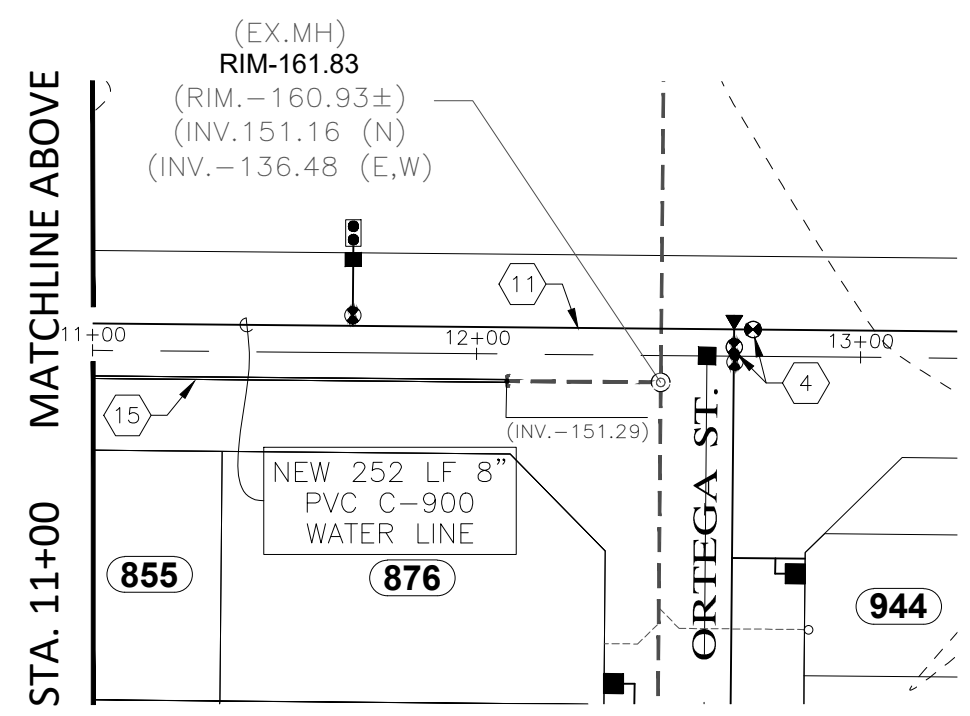
SHEET NUMBER
20



REVISIONS	



A. LEON AVENUE



A. LEON AVENUE

**WATER & SEWER
PROFILES**

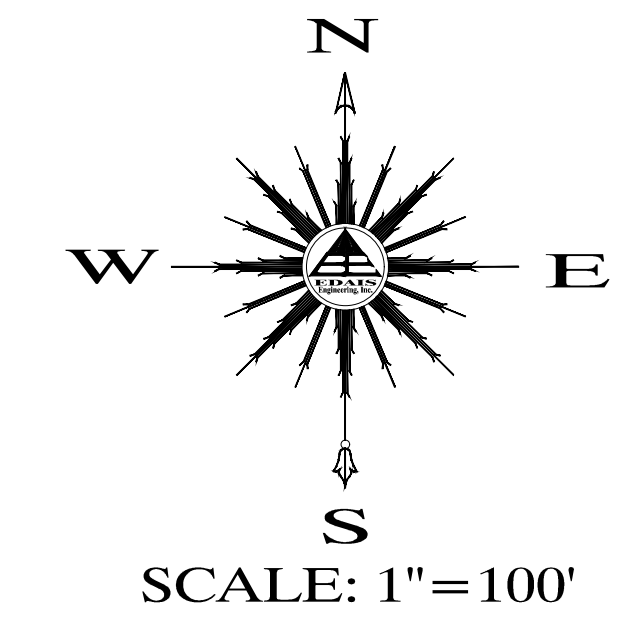
**LOS MEZQUITES UNIT 4
AND
LOS MEZQUITEZ
TOWNHOMES 2
SUBDIVISIONS**

EDAIS
Engineering, Inc.
Yuma, Arizona 85305
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SHEET NUMBER
21



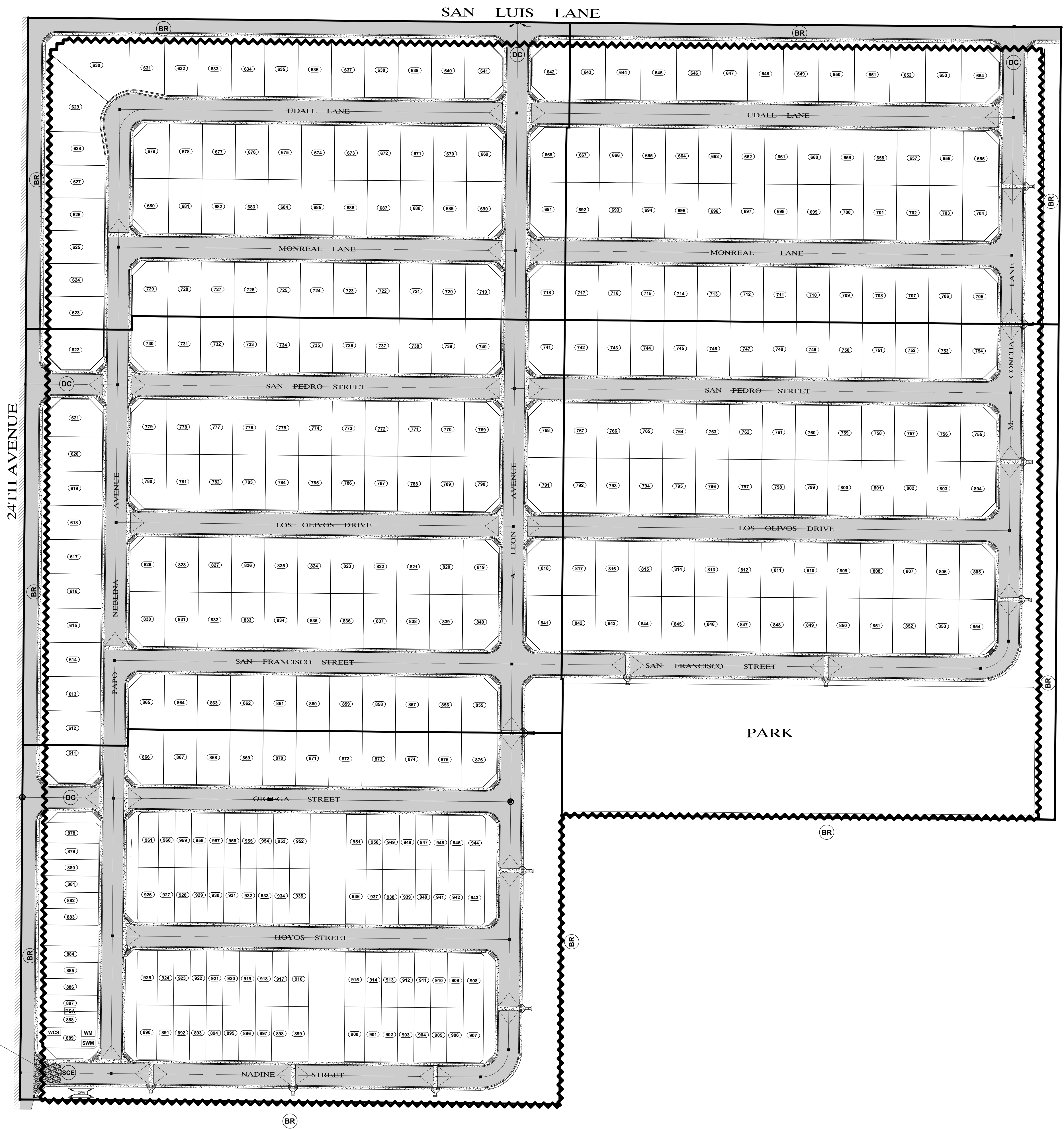
STORMWATER POLLUTION PREVENTION PLAN
LOS MEZQUITES UNIT 4 AND LOS MEZQUITEZ TOWNHOMES 2 SUBDIVISIONS

EDAIS Engineering, Inc.
 10000 W. MEZQUITE AVENUE
 SUITE 100
 PHOENIX, ARIZONA 85036
 (602) 344-3000
 www.edaisengineering.com

DATE: APR-2024
 DRAWN: LPR
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CALL TWO WORKING DAYS BEFORE YOU DIG
 263-1100
1-800-STAKE-IT
 (OUTSIDE MARICOPA COUNTY)

22



SEE NOTE NO. 1

LEGEND

- WCS WATER USED TO COMPACT SOIL
- CWA CONCRETE WASH AREA
- PSA PROTECTED STORAGE AREA
- SWM SANITARY WASTE MANAGEMENT
- WM DUMPSTER FOR WASTE MANAGEMENT AND TRASH COLLECTION
- SCE STABILIZED CONSTRUCTION ENTRANCE
- W.Z.S. WORK ZONE IDENTIFICATION SIGN
- DC DUST CONTROL
- BR BERM
- EW EXISTING WALL

AREA

DISTURBED AREA = 74.8124 ACRES

FLOOD ZONE DESIGNATION

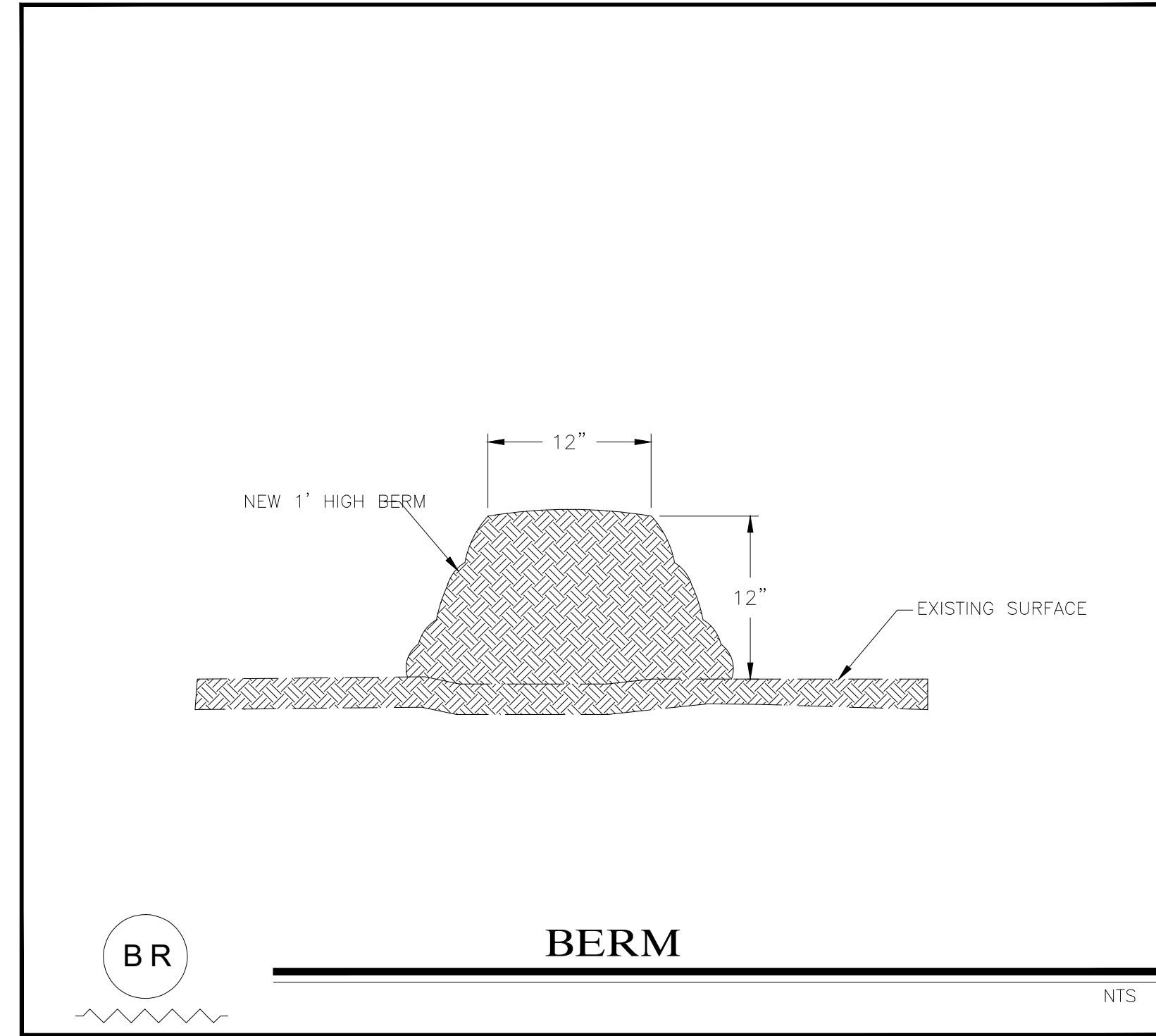
THE PROPERTY IS LOCATED IN FLOOD PLAIN ZONE X (AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD) AS DETERMINED BY THE FEMA FEDERAL INSURANCE RATE MAPS

UTILITY DISCLAIMER

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM THE FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

NOTES

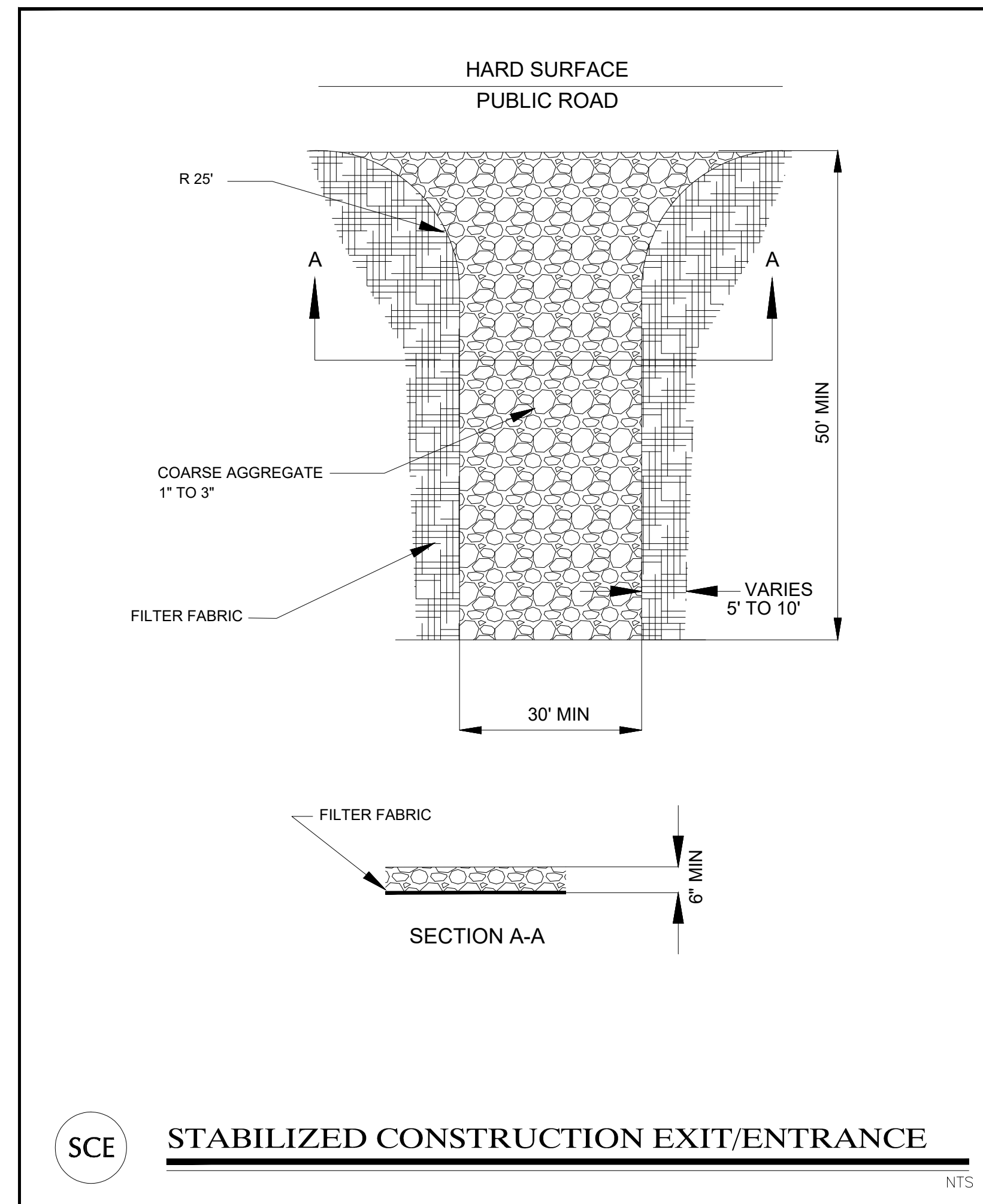
1. CONTRACTOR TO IMPLEMENT EFFECTIVE CONTROL MEASURES TO MINIMIZE TRACKING OF SEDIMENTS, DEBRIS AND OTHER POLLUTANTS FROM VEHICLES AND EQUIPMENT LEAVING THE SITE DURING CONSTRUCTION. EXACT PLACEMENT, DURING VARIOUS PHASES OF CONSTRUCTION, TO BE DETERMINED BY THE CONTRACTOR.



BR

BERM

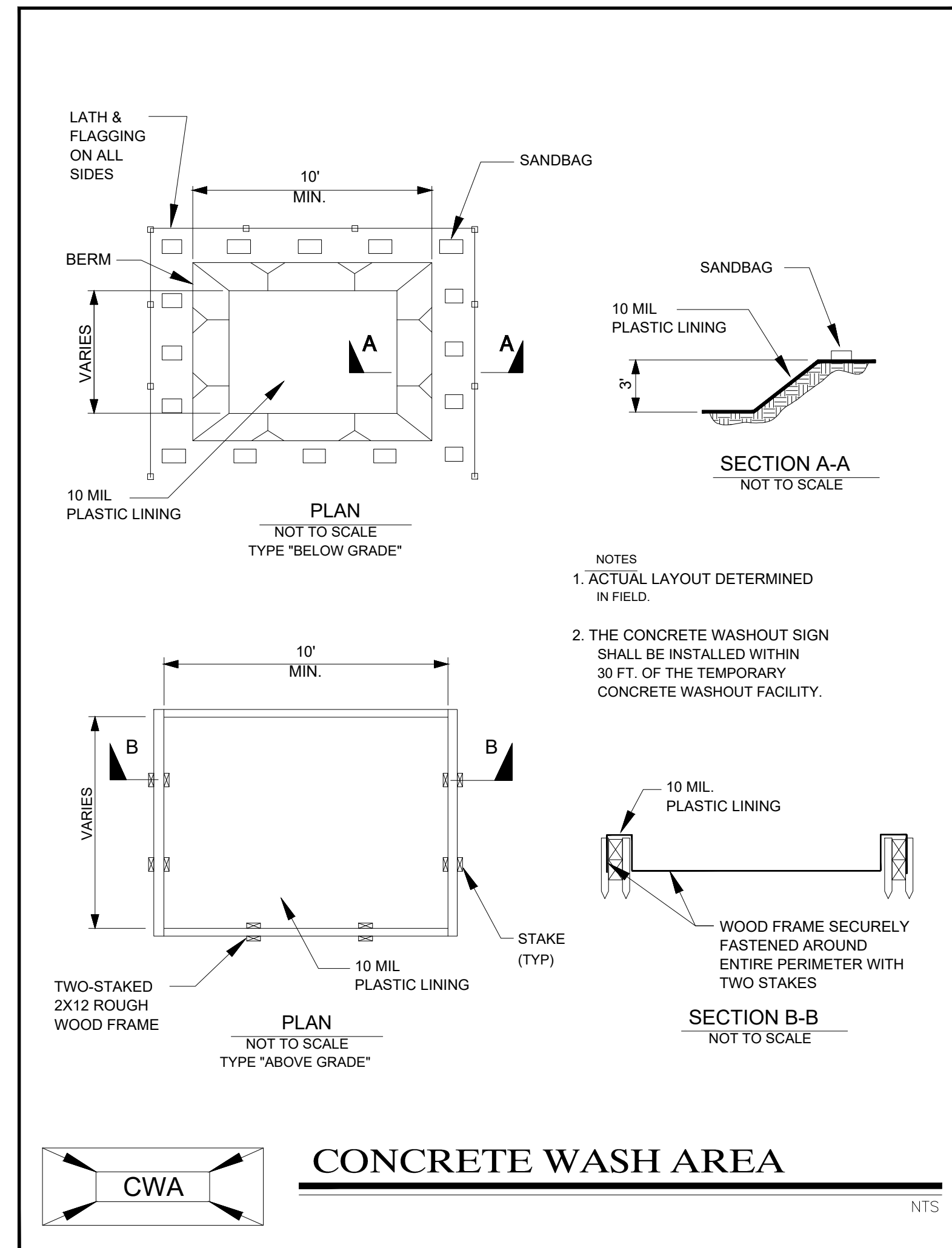
NTS



SCE

STABILIZED CONSTRUCTION EXIT/ENTRANCE

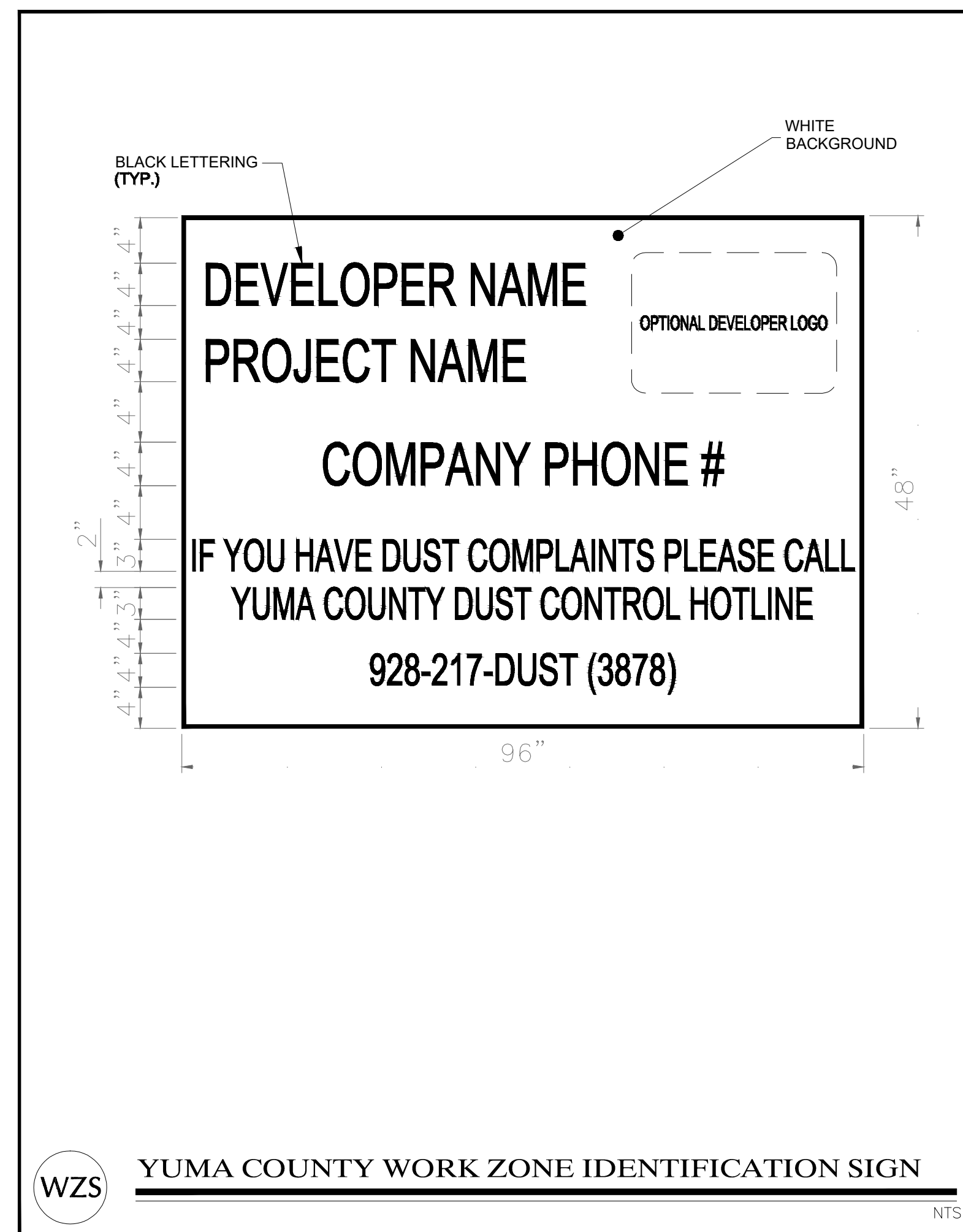
NTS



CWA

CONCRETE WASH AREA

NTS



WZS

YUMA COUNTY WORK ZONE IDENTIFICATION SIGN

NTS

CONSTRUCTION NOTES

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

REVISIONS

STORM WATER
POLLUTION
PREVENTION PLAN
DETAILS

LOS MEZQUITES UNIT 4
AND
LOS MEZQUITES
TOWNHOMES 2
SUBDIVISIONS

EDAVIS
Engineering, Inc.
Yuma, Arizona 92505
www.edavisengineering.com

DATE:
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21-028

SHEET NUMBER

23

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 Piquette County Recorder, YUMA County AZ



WHEN RECORDED MAIL TO:

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

The above area is to be reserved for recording information

CAPTION HEADING:

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



Resolution

NO. 2204

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

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

THIS DEVELOPMENT AGREEMENT (the "**Agreement**") is entered into as of 21st 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.

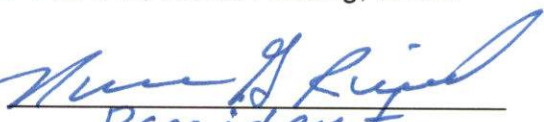
6.15. Time is of the Essence. Time is of the essence of this agreement.

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: 
Vice Mayor
KMM

By: 
Its: President

ATTEST:

By: , Deputy City Clerk
City Clerk

APPROVED AS TO FORM:

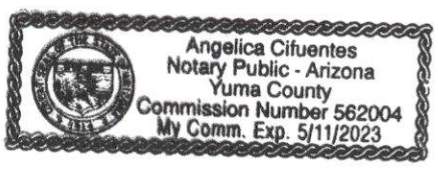

City Attorney

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

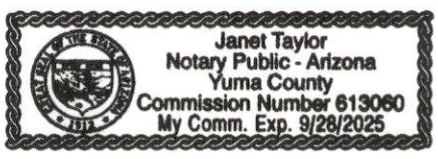


Exhibit 1

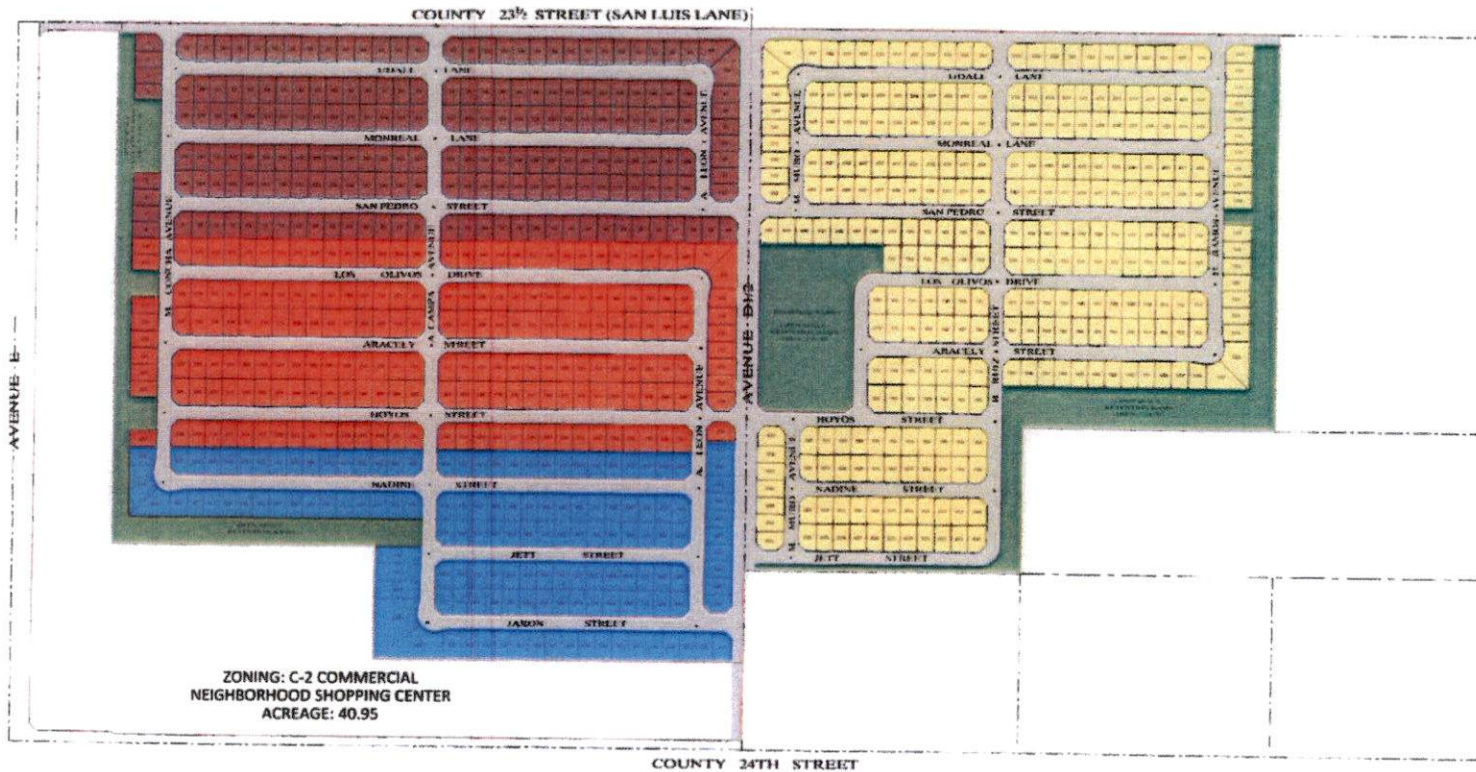
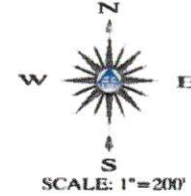
Los Mezquites Development Agreement

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



Ordinance

NO. 423

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SAN LUIS BY CHANGING THE ZONING CLASSIFICATION OF 186.84 ACRES FROM MEDIUM HIGH DENSITY RESIDENTIAL (R-2), HIGH DENSITY RESIDENTIAL (R-3), COMMUNITY COMMERCIAL (C-2) AND LIGHT INDUSTRIAL (L-1) TO MEDIUM DENSITY RESIDENTIAL (R1-6) FOR PROPERTY LOCATED ON THE SOUTHEAST CORNER OF AVENUE E AND COUNTY 23-1/2 STREET; REPEALING ANY CONFLICTING PROVISIONS; AND PROVIDING FOR SEVERABILITY.

WHEREAS, the Mayor and City Council of the City of San Luis desire to amend the City of San Luis Official Zoning District Map (the "Zoning Map") pursuant to A.R.S. §9-462.04 to change the zoning classification for 186.84 acres of real property located on Assessor Parcels ID No. 227-11-004 and a portion of 227-11-005; as attached hereto as "Exhibit A" and

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

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

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

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

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

SECTION 2. That the Official Zoning Map of the City of San Luis is hereby amended by changing the zoning classification from Medium High Density Residential (R-2) High

Density Residential (R-3), Community Commercial (C-2) and Light Industrial (L-1) to Medium Density Residential (R1-6) of the property subject to the following conditions:

1. Developer must comply with all provisions and conditions of the development agreement approved by Resolution No. 2204.
2. That any development of the property, or a portion thereof, and/or the approval of any subdivision plat, be conditioned upon payment to the city the sum of \$260.00 per acre, or any portion of an acre, as a proportionate contribution for a traffic signal at the intersection of County 24th Street and Avenue E.
3. Development must comply with Public Works Standards as approved by City Council during the Final Plat. Updated Public Works Standards to include right-of-way requirements, pavement width and other applicable standards.
4. Developer, on behalf of itself, its heirs, successors, and assigns, agrees to transfer a strip of land 30 feet wide all along the Detention Center property. Title to said property shall vest to the San Luis Facility Development Corporation in fee simple free and clear of all liens and encumbrances.

Property more fully described as:

A PORTION OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 11, TOWNSHIP 11 SOUTH, RANGE 24 WEST, GILA AND SALT RIVER BASE AND MERIDIAN, YUMA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 11;
THENCE: S89°28'51"E, ALONG THE EAST-WEST MID SECTION LINE OF SAID SECTION 11, A DISTANCE OF 375.00 FEET TO
THE TRUE POINT OF BEGINNING;

THENCE: S89°28'51"E, A DISTANCE OF 4153.57 FEET TO A POINT;
THENCE: S00°27'24"W, A DISTANCE OF 1449.58 FEET TO A POINT;
THENCE: N89°28'51"W, A DISTANCE OF 901.55 FEET TO A POINT;
THENCE: S00°27'17"W, A DISTANCE OF 528.22 FEET TO A POINT;
THENCE: N89°31'14"W, A DISTANCE OF 986.38 FEET TO A POINT;
THENCE: S00°26'29"W, A DISTANCE OF 339.51 FEET TO A POINT;
THENCE: N89°31'55"W, A DISTANCE OF 1319.66 FEET TO A POINT;
THENCE: N00°25'06"E, A DISTANCE OF 414.82 FEET TO A POINT;
THENCE: N89°31'55"W, A DISTANCE OF 955.38 FEET TO A POINT;
THENCE: N00°25'06"E, A DISTANCE OF 1875.19 FEET TO A POINT;
THENCE: S89°28'51"E, A DISTANCE OF 10.85 FEET TO A POINT;
THENCE: N00°25'06"E, A DISTANCE OF 30.00 FEET TO A POINT; THE TRUE POINT
OF BEGINNING;

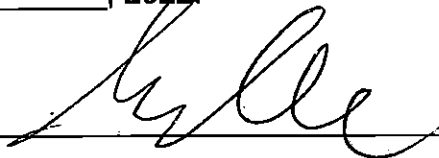
CONTAINING 186.84 ACRES MORE OR LESS

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

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

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

Arizona, this 12th day of January, 2022.



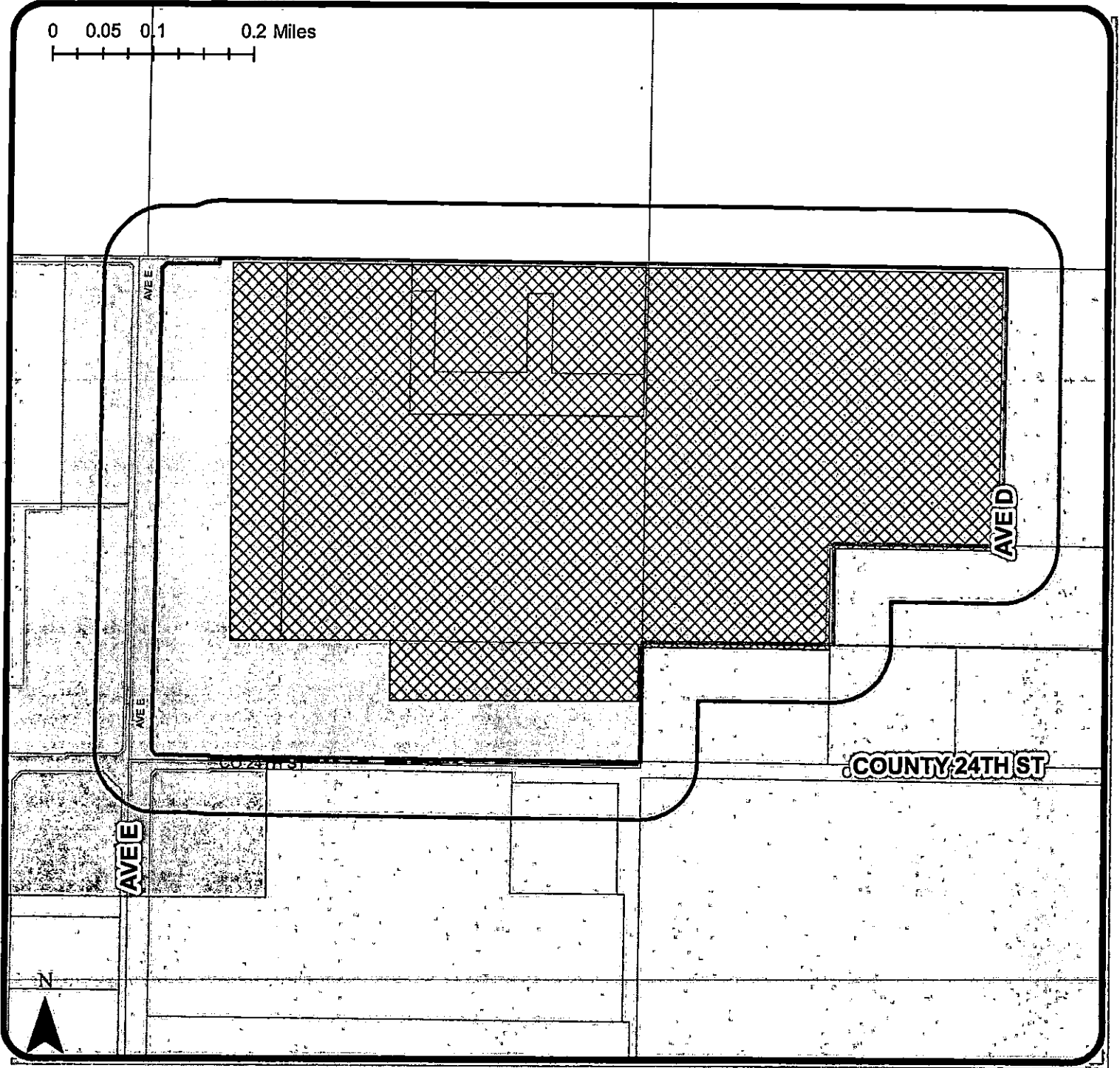
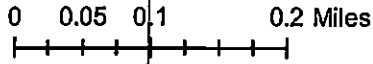
Gerardo Sanchez, Mayor

ATTEST:

APPROVED AS TO FORM:


Sonia Cornelio, City Clerk




Kay Marion Macuil, City Attorney







LOCATION OF SUBJECT PROPERTY

LOCATION MAP

Rezoning

-  Parcel 227-11-004 & 227-11-005
-  Rezone from LI, C2, R2, R3 to R1-6.

CASE #
2021-0693

- ZONING**
-  COMMERCIAL ZONING DISTRICTS
 -  INDUSTRIAL ZONING DISTRICTS
 -  MULTIPLE RESIDENCE ZONING DISTRICTS
 -  SINGLE RESIDENCE ZONING DISTRICTS

 300ft Notification Area

DATE:
11/15/2021

CHECKED BY:
ROMAN PACHECO

PLANNING & ZONING



GIS

CREATED BY:
ISAAC GUTIERREZ

APPROVED BY:
JOSE A. GUZMAN



City of San Luis

Development Services Department

Planning · Zoning · GIS · Building Safety · Code Enforcement

June 10, 2024

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

Re: Subdivision Case No. 2024-0205P & 2024-0206F Los Mezquites Unit 4 Subdivision

City Engineer:

Plat

1. The street names of the north-south street are different on the preliminary plat and on the preliminary improvement plans.
2. The street intersection at corner of M. Concha Lane and A. Leon Ave. is shown as a curve but needs to be knuckle - curves require much larger radii. (Same comment will apply to the intersection at the southeast corner of the future Townhomes.)

Improvement Plans

1. Roadway Sheets -
 - Check that curb return radii meet standards.
 - Sheet 2 — 24th Avenue — add a grade break to create a high spot in the gutter line in between San Pedro Street and San Luis Lane.

Planning and Zoning Department:

Plat

1. Call out basis of bearing line on plat.
2. On APPROVAL section revise Director of Planning and zoning to Director of Development Services
3. As per City of San Luis Roadway Naming and Addressing Policy revise Papo Neblina Avenue to 24th Drive, revise A Leon Avenue to 25th Avenue, revise M Concha Lane to 25th Drive. However the applicant can submit a special request under commemorative purposes as defined in the San Luis Roadway Naming and Addressing Policy.
4. Provide CCR's and Title Report.

Improvement Plans

Paving and grading

1. Please provide landscaping plans as per Section 18.90 of the City of San Luis Zoning Ordinance.

Sheet 1

1. Revise street names to match plat (Revise all sheets).
2. Please provide distance from centerline for stormdrain pipes (Revise all sheets).
3. Provide street improvement information (elevation, slope, stationing, callout, etc) on 24th Avenue similar to San Luis Lane.
4. Papo Neblina Avenue seems to be lacking streetlight, revise/clarify accordingly.
5. Remove northbound stop sign from Papo Neblina Avenue and Udall Lane intersection.
6. Revise Papo Neblina Avenue northernmost slope going north seems to be a 0.25%, revise throughout plans and drainage report accordingly.
7. Revise A Leon Avenue slope between Udall and Monreal Lane, 0.33% seems to be a 0.25%, revise throughout plans and drainage report accordingly.
8. Keynotes. Reference callouts accordingly. Details are on sheet 7 (Revise all sheets).
9. Keynote 18. Provide/reference sawcut detail.
10. Drafting comment: Match elevation legend to what is shown on plans (revise all sheets).

Sheet 2

1. Check elevations and slope on San Luis Lane towards A Leon Avenue, low area on Sta. 42+00. Revise/clarify accordingly.
2. Label retention basins (Numbering, high water elevation, finish grade, etc), revise all sheets.

Sheet 5

1. Check elevations on A Leon Avenue between San Pedro and Los Olivos, seems drainage is going into the Grade break.
2. Check elevations on A Leon Avenue and Los Olivos intersection, some C/G elevations are at pavement edge and NE corner gutter elevation is 5.5' deep.
3. Revise A Leon Avenue and south of San Francisco slope going north seems a lot higher than 0.25%, revise throughout plans and drainage report accordingly.

Sheet 7

1. Detail D/7 revise shown invert or rename accordingly.

Water and sewer plan

1. Submit ADEQ Permits

Sheet 8

1. Revise street names to match plat (Revise all sheets).
2. Provide water line labels (lengths, diam., etc.) similar to sewer lines labels, would be easier to identify on plans and water valve locations (Revise all sheets).
3. Provide sewer service to lot 630.
4. Provide sewer line labels on north-south sewer lines as east -west sewer lines.
5. Provide distance from centerline on water and sewer lines going north-south.

Sheet 10

1. MH#5, make sure if 3.6' depth would be adequate for a manhole.

Sheet 14

1. Show water main and stormdrain crossings on profile to ensure proper spacing is obtained. (Revise all sheets).

Sheet 19

1. Check stationing on MH#26 and Co#2 on Nadine Street profiles.
2. Check stationing on MH#29 and Co#1 on Jett Street profiles.

Sheet 20

1. Check sewer line slopes on Papo Neblina Avenue profile.
2. Remove/Revise lowest invert on EX. MH. On Papo Neblina Avenue profile

Sheet 21

1. Check sewer line slopes on Papo Neblina Avenue profile.

Sheet 22

1. Check sewer line slopes on A Leon Avenue profile.

Public Works Department:

Plat

1. Assure corner triangles are per City Standards.

General

1. Assure design meets City of San Luis Standards. Any deviations from City Standards need City of San Luis approval prior to incorporating into the design. Update General Note No. 1 to reflect this.
2. Update traffic study to reflect current and planned development.

Grading Plan

1. Final street light design will be coordinated with APS directly, to include possible dual mast arm streetlights along the landscape area and park.
2. Sidewalk ramp radius to meet City Standards
3. Add barricade on San Luis Lane and 24th Avenue.
4. Add barricade on San Luis Lane and Ruiz Avenue.
5. Add barricade on San Luis Lane and Ramos Lane.
6. Add barricade on San Luis Lane at east end of road.
7. Add stop bars on intersection of 24th Avenue and San Luis Lane as well as on residential streets with San Luis Lane as well as with 24th Avenue.
8. Details called out on sheet 3 are missing.
9. Correct Detail callouts as necessary as some don't correspond to details.
10. Retention Basin bottoms to have a minimum width of 10 feet. Section 3.6.5 Public Works Standards for Yuma County Volume III — Storm Drainage Facilities.
11. Confirm 24th Avenue lane transition meets MUTCD.
12. Include striping plan for 24th Avenue.

Details

1. Detail D/7 to incorporate positive slope away from pipe outlet to avoid standing water on concrete headwall floor. Add protective grate over pipe opening. Incorporate deep enough key (18" minimum) to front of headwall floor to prevent scour.
2. CMU wall along the detention center and wastewater treatment plant shall be 8 feet on the high ground elevation side.

Water and Sewer

1. Provide assurance for a new odor control system for the lift station serving this development. The City to provide specifications.

2. Confirm with Parks if sufficient water meters and backflows are provide for the entire landscaped area or for any future improvements.

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 that occurs prior to the 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 Development Services Department at 928-341-8563 extension 2064.



Jose A. Guzman
Director of Development Services



PLANNING & ZONING AGENDA ITEM REVIEW FORM

Planning & Zoning Commission Meeting

4. C.

Meeting Date: 06/11/2024

Submitted By: Juan Tejada, Associate Planner, Development Services, Planning & Zoning

ITEM:

Discussion and possible action on any and all matters regarding Subdivision Case No. 2024-0207P. A request by Edais Engineering Inc., on behalf of Riedel Holdings LLC, for the approval of Los Mezquites Townhomes 2 preliminary plat. The property is located east of 24th Avenue and south of Los Mezquites Unit 4 Subdivision in San Luis, Arizona.

A. Staff Presentation

B. Action on Subdivision Case No. 2024-0207P

SUMMARY:

Los Mezquites Townhomes 2 is a subdivision of lot 877 of Los Mezquites Unit 4 subdivision. This subdivision will contain approximately 11.83 acres and will consist of 84 residential lots and 10 tracts. The residential lots range in size from approximately 3,000 square feet to 3,700 square feet.

GENERAL PLAN:

City Council approved Major Amendment Case No. 2021-0340 changing the land use designation to Medium Density Residential (MDR). The Major Amendment allowed the applicant to rezone the property to residential. On March 13, 2024 City Council approved Rezoning Case No. 2023-0761 which rezoned a portion of Assessors Parcel Number 227-11-004 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.

DEVELOPMENT AGREEMENT:

This property is part of a development agreement that was approved by Resolution No. 2204, the term of the development agreement is for five (5) years. The development agreement approved includes the following conditions:

- 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 the Public Works Department. Dedication of right of way on County 24th shall be 62 feet from the 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.
- 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 that is the subject of this agreement.

- The owner agrees to make such dedications of property as may be needed or necessary for such development at 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.
- 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 streetlights 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.
- Residential Development. The 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.
- 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.
- Waste Water Treatment Plant. The 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.
- Land Dedication for Park. The owner wishes to donate to the city, and the city agrees to accept from the Owner certain land within the Property, containing five (5) gross acres of buildable land in addition to the open space requirement. The owner agrees to convey to the City by executing a Deed, free and clear of all liens and encumbrances.
- Covenants, Conditions, and Restrictions. For any lot developed or to be developed as other than residential development, the 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.
- Special Taxing Districts. The owner agrees to agree to the formation of a street lighting improvement district, a community facilities district, and any enhanced municipal district needed.
- Regulations. The terms of this Agreement are in addition to City codes, rules, fees, and regulations that are applicable to this action.
- Buffer. The 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.

STAFF RECOMMENDATION:

The applicant has provided the information and materials necessary for the review of the preliminary plat for Los Mezquites Townhomes 2 Subdivision.

Staff recommends approval of Subdivision Case No. 2024-0207P with the following conditions:

1. Applicant must address comments from Comment Letter dated 5-24-2024.
2. Landscaping plans shall be submitted prior to presenting this item to City Council.
3. Developer must comply with all provisions and conditions of the development agreement approved by Resolution No. 2204 and any amendments.

4. Los Mezquites Unit 4 subdivision plat needs to be approved and recorded prior to presenting the final plat to City Council.

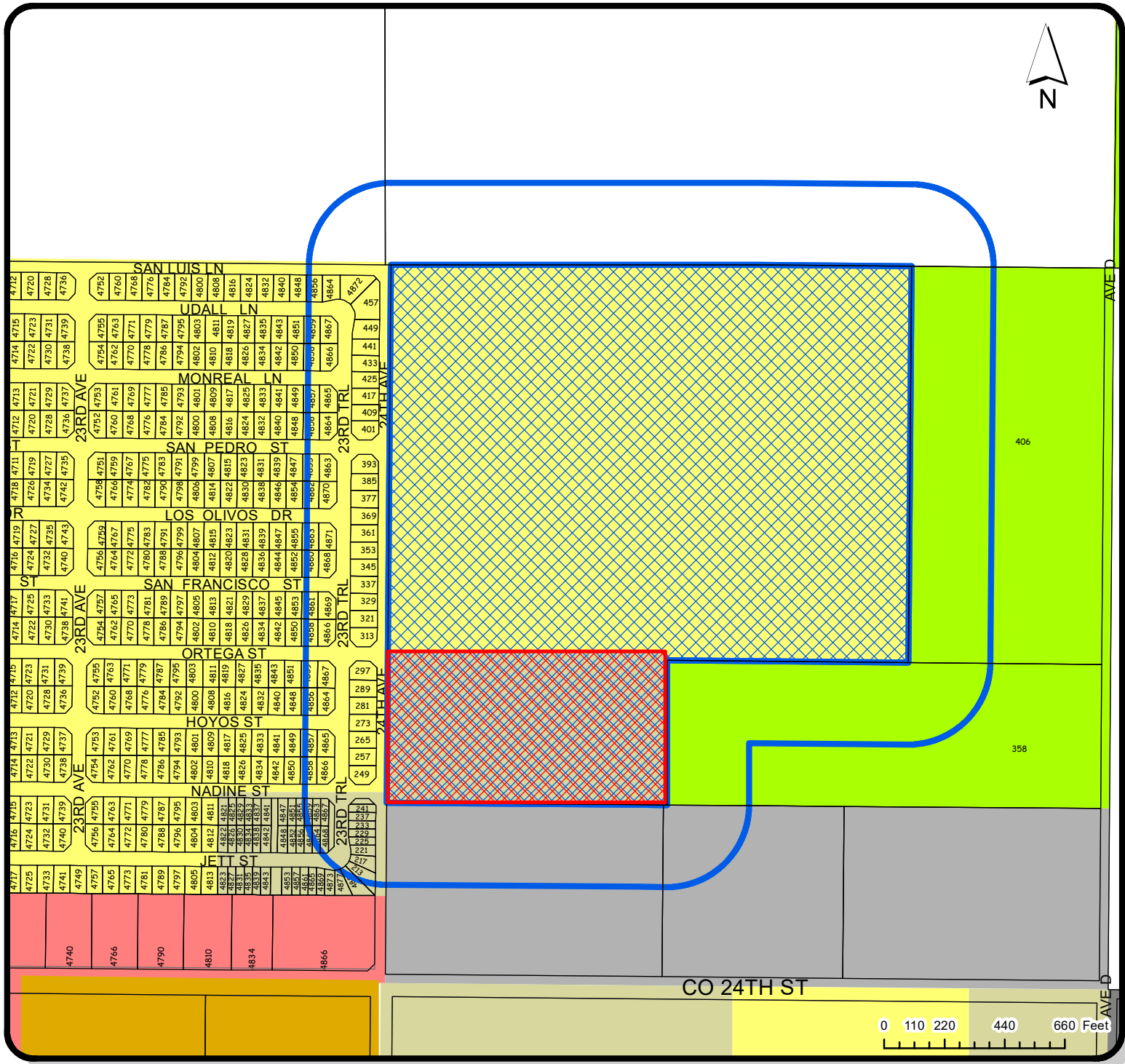
As per Section 4.10(3) of the Subdivision Regulations, "Conditional approval of a preliminary plat shall not constitute approval of the final plat. Rather, it shall be deemed an expression of approval to the layout submitted on the preliminary plat as a guide to the preparation of the final plat, which 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. 2024-0207P PRELIMINARY PLAT FOR LOS MEZQUITES TOWNHOMES 2 WITH CONDITIONS AS RECOMMENDED BY STAFF.

Attachments

Location map
Preliminary plat
Applicant narrative
Resolution No. 2204 - Development agreement
Comment letter 5-24-2024









LOCATION OF SUBJECT PROPERTY

 **PARCEL ID: 227-11-004**

 **SUBDIVISION LOCATION**

LOCATION MAP

- Legend**
- SINGLE RESIDENCE ZONING DISTRICTS**
 -  R-1-6
 -  RA-10
 - MULTIPLE RESIDENCE ZONING DISTRICTS**
 -  R-2
 -  R-3
 - COMMERCIAL ZONING DISTRICTS**
 -  C-2
 - INDUSTRIAL ZONING DISTRICTS**
 -  LI

SUBDIVISION

CASE #
2024-0207P

DATE:
4/18/2024

CHECKED BY:
JUAN TEJEDA

PLANNING & ZONING



GIS

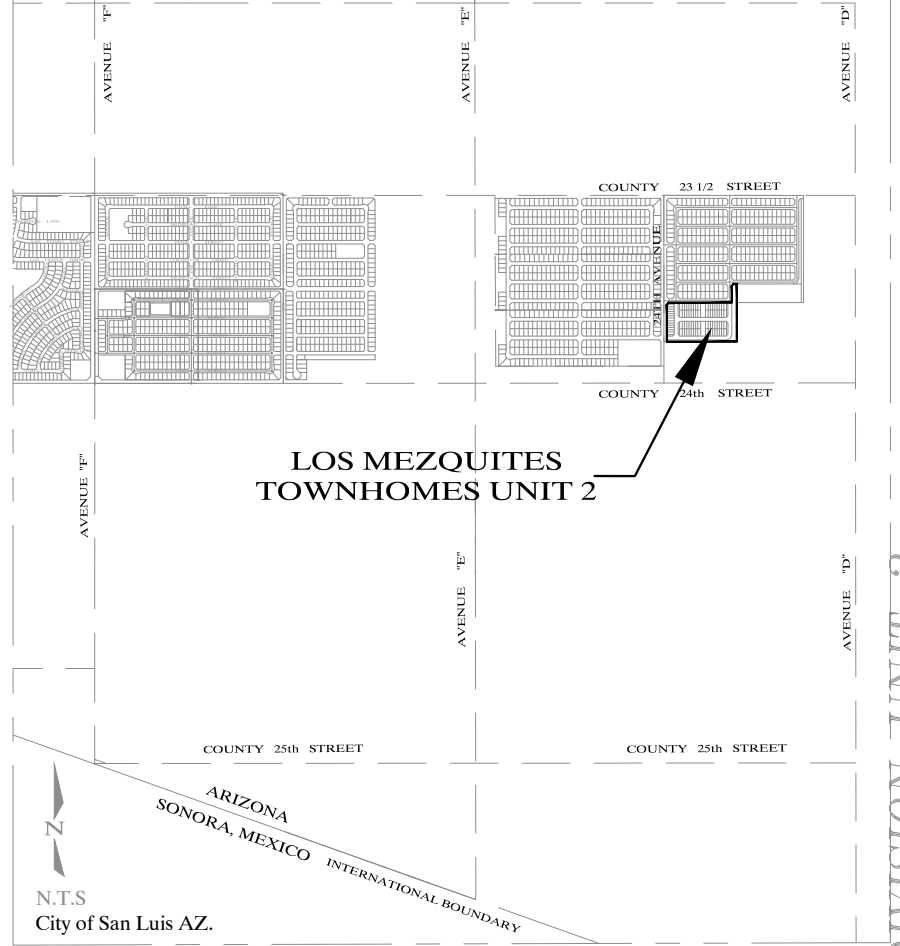
CREATED BY:
ISAAC GUTIERREZ

APPROVED BY:
JOSE A. GUZMAN

PRELIMINARY PLAT

LOS MEZQUITES TOWNHOMES UNIT 2

A SUBDIVISION OF LOT 877 OF LOS MEZQUITES SUBDIVISION UNIT 4 AS RECORDED IN BOOK __ OF PLATS, PAGE __, YCR,
 LOCATED IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 11 SOUTH,
 RANGE 24 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YUMA COUNTY, ARIZONA
 DATE OF PREPARATION: MARCH 2024 NUMBER OF LOTS: 84 ACREAGE: 11.8342 ACRES



VICINITY MAP

DEDICATION

STATE OF ARIZONA }
 COUNTY OF YUMA }
 KNOW ALL MEN BY THESE PRESENTS:
 THAT REDEL HOLDINGS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, HAS CAUSED THE FOLLOWING DESCRIBED PROPERTY: THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 11 SOUTH, RANGE 24 WEST, GILA & SALT RIVER BASE & MERIDIAN, YUMA COUNTY, ARIZONA AS PLATTED HEREON TO BE SUBDIVIDED INTO LOTS, STREETS AND TRACTS UNDER THE NAME OF "LOS MEZQUITES TOWNHOMES UNIT 2" AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, STREETS AND TRACTS CONSTITUTING SAID "LOS MEZQUITES TOWNHOMES UNIT 2" AND THAT THE LOTS SHALL BE KNOWN BY THE NUMBER, THE STREETS BY THE NAME AND THE TRACTS BY THE LETTER GIVEN EACH RESPECTIVELY ON SAID PLAT; AND THAT REDEL HOLDINGS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, HEREBY DEDICATES THE STREETS TO THE PUBLIC FOR ITS USE AND BENEFIT, TRACT A IS DEDICATED TO THE CITY OF SAN LUIS FOR STORM WATER RETENTION PURPOSES, TRACT B, C, D, E, F, G, H, I AND J ARE DEDICATED TO THE LOS MEZQUITES TOWNHOMES UNIT 2 HOA, INC. FOR THE USE AND ENJOYMENT OF THE RESIDENTS OF "LOS MEZQUITES TOWNHOMES UNIT 2", THE EASEMENTS ARE DEDICATED FOR THE PURPOSES SHOWN HEREON, AND AS SET FORTH IN THE DECLARATION OF RESERVATIONS, COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED CONCURRENTLY HERewith, 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 REDEL HOLDINGS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, HAS CAUSED ITS COMPANY NAME TO BE SIGNED AND ITS COMPANY SEAL TO BE AFFIXED AS ATTESTED BY THE SIGNATURE OF NEVES GARCIA RIEDEL, ITS MEMBER, THEREunto DULY AUTHORIZED ON THIS ____ DAY OF _____, 2024

NEVES GARCIA RIEDEL, MEMBER
 REDEL HOLDINGS, LLC AN ARIZONA LIMITED LIABILITY COMPANY

ACKNOWLEDGMENT

ON THIS ____ DAY OF _____, 2024 BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED NEVES GARCIA RIEDEL, WHO ACKNOWLEDGED HERSELF TO BE MEMBER OF REDEL HOLDINGS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AND THAT SHE, AS SUCH OFFICER BEING DULY AUTHORIZED TO DO SO, EXECUTED THE DEDICATION INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED BY SIGNING THE NAME OF SAID COMPANY BY HERSELF AS SUCH OFFICER.

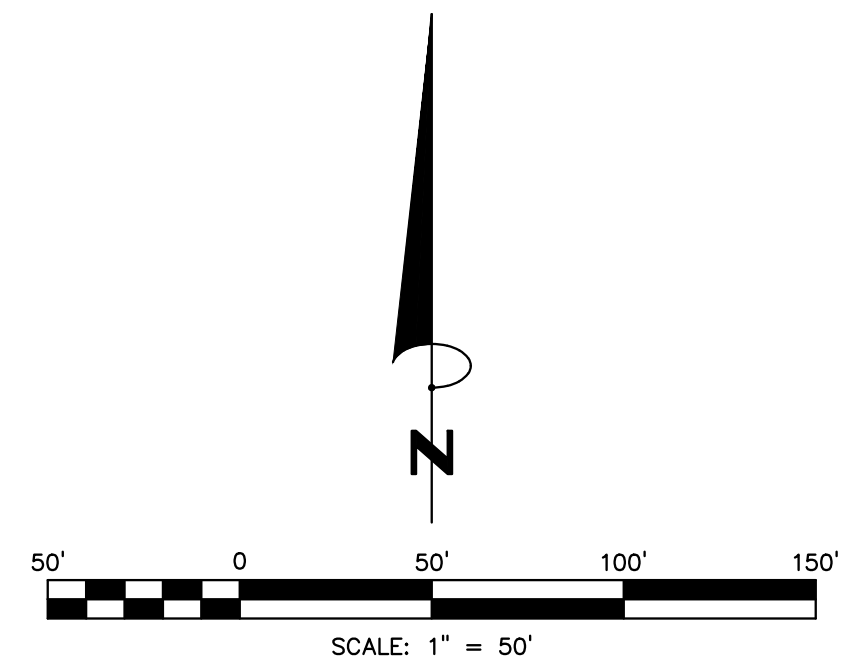
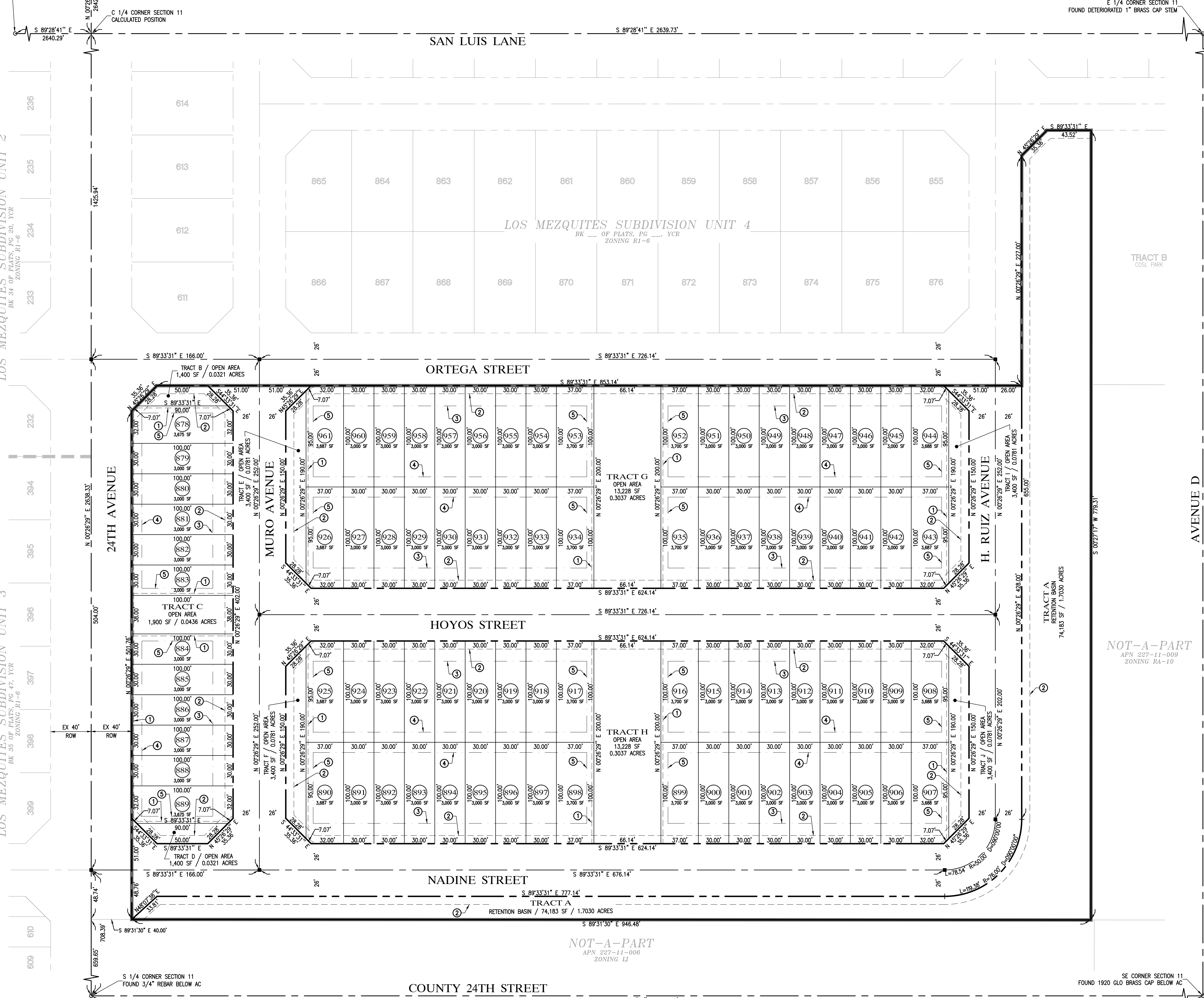
IN WITNESS WHEREOF
 I HEREBY SET MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC
 MY COMMISSION EXPIRES _____

APPROVED

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

VICE MAYOR	DATE
CITY MANAGER	DATE
DIRECTOR OF PLANNING AND ZONING	DATE
CITY ENGINEER	DATE
CITY PUBLIC WORKS DIRECTOR	DATE



- ### LEGEND
- CENTERLINE / SECTION LINE
 - - - SUBDIVISION BOUNDARY
 - - - RIGHT OF WAY LINE
 - - - SETBACK LINE
 - - - EASEMENT LINE (TYPE AS SHOWN)
 - () NEW LOT NUMBER
 - 3,000 SF NEW LOT AREA IN SQUARE FEET
 - NEW STREET MONUMENT PER CITY OF YUMA STD No. 4-030
 - NEW BOUNDARY MONUMENT PER CITY OF YUMA STD No. 4-015
 - EXISTING MONUMENT (TYPE AS NOTED)
 - ROW RIGHT OF WAY
 - NAE NON ACCESS EASEMENT
 - PUE PUBLIC UTILITY EASEMENT
 - APN ASSESSOR'S PARCEL NUMBER
 - BK BK
 - DKT DOCKET
 - PG PAGE
 - YCR YUMA COUNTY RECORDS
 - AHD ARIZONA HIGHWAY DEPARTMENT
 - GLO GENERAL LAND OFFICE

BASIS OF BEARINGS

THE MID-SECTION LINE OF SECTION 11, T11S, R24W, G4SR&M, YUMA COUNTY, ARIZONA, AS SHOWN ON DKT 1848, PG 711, YCR.
 BEARINGS: N 00°26'29" E

ZONING

R-2 MEDIUM-HIGH DENSITY RESIDENTIAL

OWNER/DEVELOPER

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

RESTRICTIVE COVENANTS

HAVE BEEN RECORDED CONCURRENTLY AND ARE A PART OF THIS PLAT

- ### KEYNOTES
- ① NEW 1' NON-ACCESS EASEMENT
 - ② NEW 8' PUBLIC UTILITY EASEMENT
 - ③ NEW 20' FRONT YARD BUILDING SETBACK
 - ④ NEW 10' REAR YARD BUILDING SETBACK
 - ⑤ NEW 7' SIDE YARD BUILDING SETBACK

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.



PREPARED BY: _____

Los Mesquites Townhomes 2 Subdivision

Preliminary Plat Narrative Statement

We request the City of San Luis to review the Preliminary Subdivision Plat of Los Mesquites Townhomes 2. This project consists of a single-family residential subdivision of approximately 11.8342 acres that will consist of 84 Townhomes lots and several tracts for that will be used for storm water retention and open recreation Areas. All lots are over 3000 SF. This proposed subdivision will be located at the southeast corner of San Luis Lane and 24th Avenue, in San Luis, Arizona.

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 Piquette County Recorder, YUMA County AZ



WHEN RECORDED MAIL TO:

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

The above area is to be reserved for recording information

CAPTION HEADING:

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



Resolution

NO. 2204

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

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

THIS DEVELOPMENT AGREEMENT (the "**Agreement**") is entered into as of 21st 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: 
Vice Mayor
KMM

By: 
Its: President

ATTEST:

By: , Deputy City Clerk
City Clerk

APPROVED AS TO FORM:


City Attorney

Exhibit 1
Los Mezquites Development Agreement



City of San Luis

Planning and Zoning Department

Development Services · GIS · Building Safety · Code Enforcement

May 24, 2024

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

Re: Subdivision Case No. 2024-0207P & 2024-0208F Los Mezquites Townhomes 2

City staff has reviewed the preliminary and final plat for Los Mezquites Townhomes 2 and have the following comments:

Planning and Zoning Department:

Preliminary and final plat

1. Call out basis of bearing line on plat.
2. On APPROVAL section revise Director of Planning and zoning to Director of Development Services
3. Street names to match Los Mezquites Unit 4 plat.
4. Provide CCR's/HOA documents and Title Report.
5. Provide landscaping plans.
6. Call out subdivision corners and appropriate boundary monument.
7. Fill recording info when Los Mezquites Unit 4 subdivision gets recorded.

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 Tejeda
Associate Planner



PLANNING & ZONING AGENDA ITEM REVIEW FORM

Planning & Zoning Commission Meeting

4. D.

Meeting Date: 06/11/2024

Submitted By: Juan Tejeda, Associate Planner, Development Services, Planning & Zoning

ITEM:

Discussion and possible action on any and all matters regarding Subdivision Case No. 2024-0208F. A request by Edais Engineering Inc., on behalf of Riedel Holdings LLC, for the approval of Los Mezquites Townhomes 2 final plat. The property is located east of 24th Avenue and south of Los Mezquites Unit 4 Subdivision in San Luis, Arizona.

A. Staff Presentation

B. Action on Subdivision Case No. 2024-0208F

SUMMARY:

Los Mezquites Townhomes 2 is a subdivision of lot 877 of Los Mezquites Unit 4 subdivision. This subdivision will contain approximately 11.83 acres and will consist of 84 residential lots and 10 tracts. The residential lots range in size from approximately 3,000 square feet to 3,700 square feet.

GENERAL PLAN:

City Council approved Major Amendment Case No. 2021-0340 changing the land use designation to Medium Density Residential (MDR). The Major Amendment allowed the applicant to rezone the property to residential. On March 13, 2024 City Council approved Rezoning Case No. 2023-0761 which rezoned a portion of Assessors Parcel Number 227-11-004 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.

DEVELOPMENT AGREEMENT:

This property is part of a development agreement that was approved by Resolution No. 2204, the term of the development agreement is for five (5) years. The development agreement approved includes the following conditions:

- 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 the Public Works Department. Dedication of right of way on County 24th shall be 62 feet from the 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.
- 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 that is the subject of this agreement.

- The owner agrees to make such dedications of property as may be needed or necessary for such development at 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.
- 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 streetlights 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.
- Residential Development. The 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.
- 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.
- Waste Water Treatment Plant. The 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.
- Land Dedication for Park. The owner wishes to donate to the city, and the city agrees to accept from the Owner certain land within the Property, containing five (5) gross acres of buildable land in addition to the open space requirement. The owner agrees to convey to the City by executing a Deed, free and clear of all liens and encumbrances.
- Covenants, Conditions, and Restrictions. For any lot developed or to be developed as other than residential development, the 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.
- Special Taxing Districts. The owner agrees to agree to the formation of a street lighting improvement district, a community facilities district, and any enhanced municipal district needed.
- Regulations. The terms of this Agreement are in addition to City codes, rules, fees, and regulations that are applicable to this action.
- Buffer. The 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.

STAFF RECOMMENDATION:

The applicant has provided the information and materials necessary for the review of the final plat for Los Mezquites Townhomes 2 Subdivision.

Staff recommends approval of Subdivision Case No. 2024-0208F with the following conditions:

1. Applicant must address comments from Comment Letter dated 5-24-2024.
2. Landscaping plans shall be submitted prior to presenting this item to City Council.
3. Developer must comply with all provisions and conditions of the development agreement approved by Resolution No. 2204 and any amendments.

4. Los Mezquites Unit 4 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. 2024-0208F TO THE CITY COUNCIL WITH THE RECOMMENDATION OF APPROVAL WITH CONDITIONS AS PRESENTED BY STAFF.

Attachments

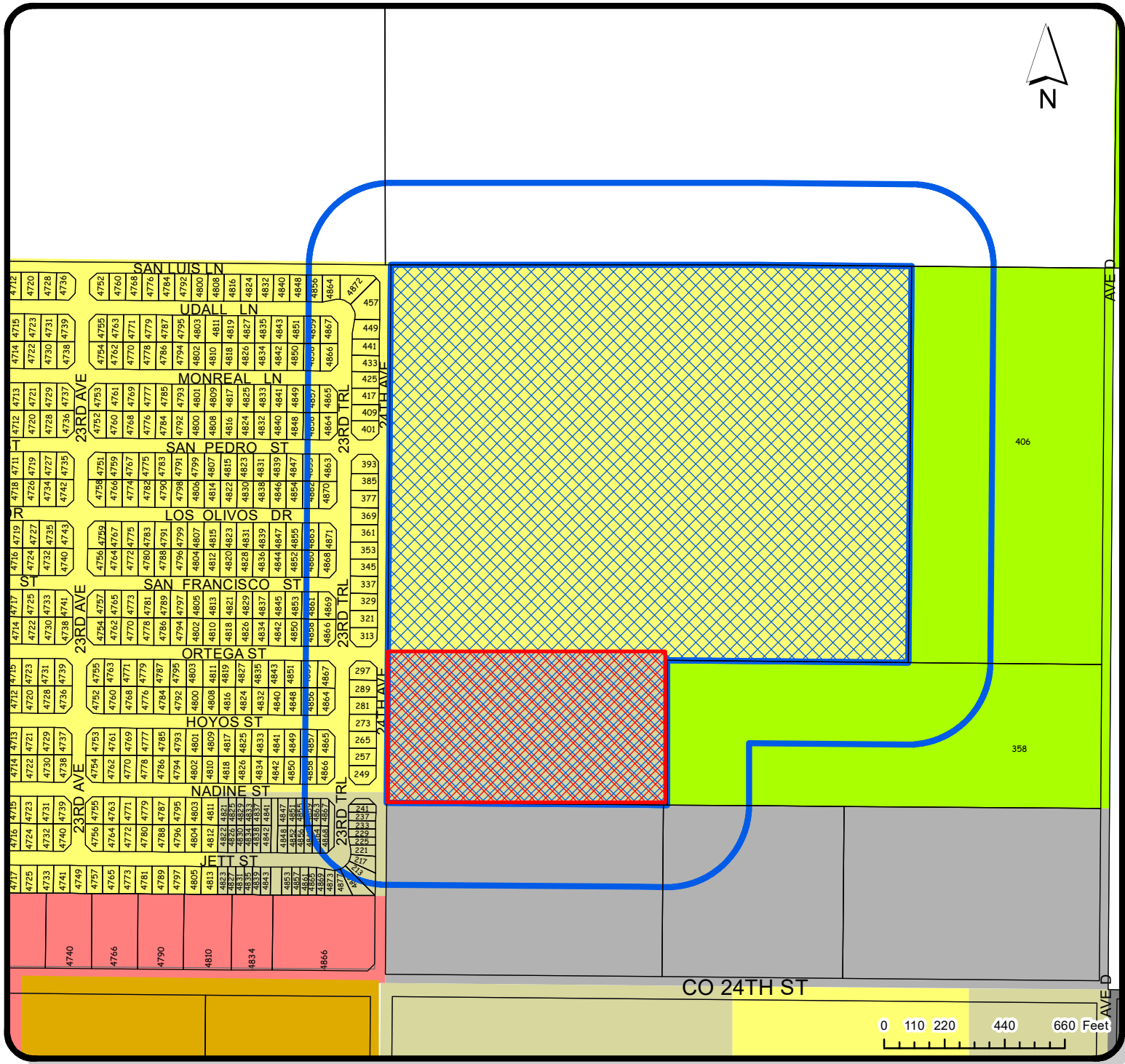
Location map

Final plat



Applicants narrative

Resolution No. 2204 - Development agreement







Comment letter 5-24-2024



LOCATION OF SUBJECT PROPERTY

-  PARCEL ID: 227-11-004
-  SUBDIVISION LOCATION

LOCATION MAP

- Legend**
- SINGLE RESIDENCE ZONING DISTRICTS**
 -  R1-6
 -  RA-10
 - MULTIPLE RESIDENCE ZONING DISTRICTS**
 -  R-2
 -  R-3
 - COMMERCIAL ZONING DISTRICTS**
 -  C-2
 - INDUSTRIAL ZONING DISTRICTS**
 -  I-1

SUBDIVISION

CASE #
2024-0208F

DATE:
4/18/2024

CHECKED BY:
JUAN TEJEDA

PLANNING & ZONING



GIS

CREATED BY:
ISAAC GUTIERREZ

APPROVED BY:
JOSE A. GUZMAN

Los Mezquites Townhomes 2 Subdivision

Final Plat Narrative Statement

We request the City of San Luis to review the Final Subdivision Plat of Los Mesquites Townhomes 2. This project consists of a single-family residential subdivision of approximately 11.8342 acres that will consist of 84 Townhomes lots and several tracts for that will be used for storm water retention and open recreation Areas. All lots are over 3000 SF. This proposed subdivision will be located at the southeast corner of San Luis Lane and 24th Avenue, in San Luis, Arizona.

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 Piquette County Recorder, YUMA County AZ



WHEN RECORDED MAIL TO:

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

The above area is to be reserved for recording information

CAPTION HEADING:

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



Resolution

NO. 2204

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

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.

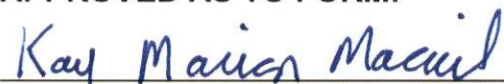
APPROVED:


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

THIS DEVELOPMENT AGREEMENT (the "**Agreement**") is entered into as of 21st 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.

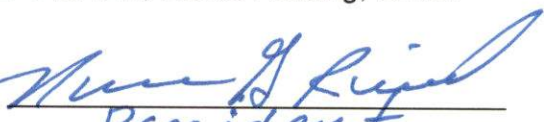
6.15. Time is of the Essence. Time is of the essence of this agreement.

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: 
Vice Mayor
KMM

By: 
Its: President

ATTEST:

By: , Deputy City Clerk
City Clerk

APPROVED AS TO FORM:

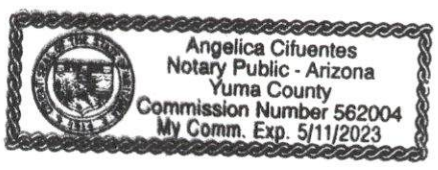

City Attorney

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

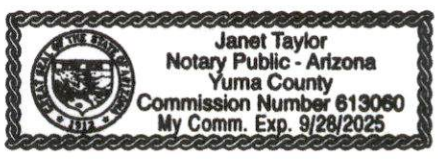


Exhibit 1

Los Mezquites Development Agreement



City of San Luis

Planning and Zoning Department

Development Services · GIS · Building Safety · Code Enforcement

May 24, 2024

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

Re: Subdivision Case No. 2024-0207P & 2024-0208F Los Mezquites Townhomes 2

City staff has reviewed the preliminary and final plat for Los Mezquites Townhomes 2 and have the following comments:

Planning and Zoning Department:

Preliminary and final plat

1. Call out basis of bearing line on plat.
2. On APPROVAL section revise Director of Planning and zoning to Director of Development Services
3. Street names to match Los Mezquites Unit 4 plat.
4. Provide CCR's/HOA documents and Title Report.
5. Provide landscaping plans.
6. Call out subdivision corners and appropriate boundary monument.
7. Fill recording info when Los Mezquites Unit 4 subdivision gets recorded.

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 Tejeda
Associate Planner