



CITY OF SURPRISE
Regular City Council Meeting
16000 N. Civic Center Plaza
Surprise, AZ 85374
Tuesday, May 21, 2024 @ 6:00 PM
COUNCIL CHAMBERS

A. Call To Order

Any prayer or invocation that may be offered before the start of the Regular Council Meeting is a voluntary offering by a private resident of Surprise; has not been previously reviewed or approved by City Council or City staff; should not be considered an endorsement of any particular religion by the City or its officials, as the beliefs, viewpoint, and content are personal to the speaker; and no participation by any person in attendance is required. A list of volunteers is maintained by the office of the City Clerk and interested persons should contact the Clerk's Office for further information.

B. Roll Call

C. Pledge of Allegiance

D. Proclamation and Community Acknowledgements

E. City Manager Report

The City Manager may present a brief summary of current events, including recognition of community members, employees, and programs, pursuant to A.R.S. § 38-431.02(K). The City Council will not discuss or take action on any matter within the City Manager Report.

F. City Clerk Report

G. Call To The Public

INSTRUCTIONS: In order to address the City Council, you will need to fill out a Call to the Public Form available at the front counter, and then turn it in to the City Clerk before the meeting begins. You may also [fill out the Call to the Public form online](#). If submitting form electronically, please submit to City Clerk at least one hour before the meeting start time.

Note: A.R.S. 38-431.01(H)- During this time members of the public may address City Council only on issues within the jurisdiction of the City Council which are not an item on the agenda. At the conclusion of the open call, City Council may respond to criticism, may ask staff to review the matter or may ask that the matter be put on a future agenda. No discussion or action shall take place on any item raised.

Approval of items on the Consent Agenda – all items with an asterisk (*) are considered to be routine matters and will be enacted by one motion and one roll call vote to the City Council. There will be no separate discussion on these items unless a Councilmember requests, in which event the item will be removed from the consent agenda and considered in its normal sequence on the agenda.

Please be aware that Council Members may not discuss or respond to matters raised during call to the public that are not specifically identified on the agenda. Council Members may however, in their discretion, discuss or respond to relevant matters raised during a noticed public hearing or agenda item.

H. Regular City Council Meeting Agenda

CONSENT AGENDA:

- | | | | |
|----|----------|---|---------------------------------|
| 1. | Internal | Consideration and action to approve the May 7, 2024 Work Session Minutes, and Regular City Council Meeting Minutes. | Kristi Passarelli
City Clerk |
|----|----------|---|---------------------------------|

2.	Citywide	Consideration and action to move the Regular Work Session and Council Meeting scheduled for Monday, August 5, 2024 to Tuesday, August 6, 2024 due to the Primary Elections being rescheduled for Tuesday, July 30, 2024.	Kristi Passarelli City Clerk
3.	District 4	Consideration and action to approve Off-Track Wagering for Runner's Sports Bar located at 12751 W. Bell Road, Surprise, Arizona for the term of June 1, 2024 through May 31, 2027.	Kristi Passarelli City Clerk
4.	District 5	Consideration and action to approve Off-Track Wagering for Brookside II Sports Bar & Grille located at 15170 W. Bell Road, Suite 115, Surprise, Arizona for the term of June 1, 2024 through May 31, 2027.	Kristi Passarelli City Clerk
5.	Citywide	Consideration and action pertaining to the acceptance of the FY2025 Dysart Unified School District No. 89 Intergovernmental Agreement; Resolution #2024-70.	Benny Pina Police
6.	Citywide	Consideration and action pertaining to acceptance of Amendment No. 1 to the Intergovernmental Agreement with Maricopa County for Workforce Development Services; Resolution #2024-67.	Seth Dyson Human Svcs and Comm Vitality
7.	Citywide	Consideration and action pertaining to approval of amendments to the FY2025 Comprehensive Financial Management Policies; Resolution #2024-66.	Andrea Davis Finance
8.	District 1	Consideration and action pertaining to approval of a Cell Tower Lease Agreement at the Desert Oasis Water Supply Facility; Resolution #2024-84.	Eric Fitzer City Manager Office
9.	Citywide	Consideration and action pertaining to approval of a Fiscal Year 2024 budget amendment moving budget authority in the amount of \$160,300 to account for increased Spring Training ticket surcharge revenues; Resolution #2024-87.	Kendra Pettis Sports and Tourism
10.	Citywide	Consideration and action pertaining to approval of an Intergovernmental Agreement with the Arizona Game and Fish Commission to continue the Community Fishing Program at Surprise Lake located within the Surprise Community Park; Resolution #2024-65.	Holly Osborn Parks and Recreation
11.	Citywide	Consideration and action pertaining to approval of a Fiscal Year 2024 budget amendment moving budget in the amount of \$4,000 and authorization to accept a grant award from the Michael Phelps Foundation; Resolution #2024-73.	Holly Osborn Parks and Recreation
12.	District 1	Consideration and action pertaining to approval of the Final Plat entitled, "Asante – Unit 3.4A & 3.4B" and dated March 01, 2024, a site generally located northeast of Happy Valley Road and Pat Tillman Boulevard.	Leslie Carnie Community Development
13.	District 1	Consideration and action pertaining to approval of the Final Plat entitled, "Asante Planning Area 4 – Unit 3.7A" and dated April 02, 2024, a site generally located northeast of Happy Valley Road and Pat Tillman Boulevard.	Leslie Carnie Community Development
14.	District 1	Consideration and action pertaining to approval of the Final Plat entitled, "Asante Unit 3.7B, Unit 3.7C and Unit 3.8A" and dated February 23, 2024, a site generally	Leslie Carnie Community Development

located northeast of Happy Valley Road and Pat Tillman Boulevard.

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|-----|------------|---|---|
| 15. | District 1 | Consideration and action pertaining to approval of the Final Plat entitled, "Asante – Unit 3.8B and Unit 4.1" and dated February 23, 2024, a site generally located northeast of Happy Valley Road and Pat Tillman Boulevard. | Leslie Carnie
Community
Development |
|-----|------------|---|---|

REGULAR AGENDA ITEM - PUBLIC HEARING:

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|-----|------------|---|---------------------------------|
| 16. | District 3 | Consideration and action pertaining to a recommendation to the Arizona Department of Liquor Licenses and Control (DLLC) on Application No. 289807, requested by Joanne Karen Feinstein, for First Watch #1052 for Series 12 Liquor License. First Watch #1052 is located at 16430 W Waddell Road, Surprise, AZ 85204. | Kristi Passarelli
City Clerk |
| 17. | District 3 | Consideration and action pertaining to a recommendation to the Arizona Department of Liquor Licenses and Control (DLLC) on Application No. 294109, requested by Navayogasingam Thuraisingam, for Ohso Brewery for Series 12 Liquor License. Ohso Brewery is located at 13448 N Prasada Parkway, Surprise, AZ 85388. | Kristi Passarelli
City Clerk |

REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

- | | | | |
|-----|----------|--|---|
| 18. | Citywide | Consideration and action pertaining to adoption of development impact fees in accordance with the Land Use Assumptions and Infrastructure Improvements Plan adopted by Council on February 20, 2024, and Arizona Revised Statute §9-463.05; Resolution #2024-72. | Andrea Davis
Finance |
| 19. | Citywide | Consideration and action pertaining to the award of the Education Subcommittee Youth Scholarship Program. | Danielle Osborne
City Manager Office |
| 20. | Citywide | Consideration and possible action pertaining to providing city facilities such as the City Council Chambers and Public Safety Complex for hosting a neutral candidate forum event. | Bob Wingenroth
City Manager Office |
- I. Other Business and Future Agenda Items
- J. City Council Reports
- K. Executive Session

For information Purposes; Upon a public majority vote of a quorum of the City Council, the Council may hold an executive session, which will not be open to the public, but for only the following purposes:

- discussion or consideration of personnel matters (A.R.S. §38-431.03 (A)(1));
- discussion or consideration of records exempt by law from public inspection (A.R.S. §38-401.03 (A)(2));
- discussion or consultation for legal advice with the city's attorneys (A.R.S. §38-431.03 (A)(3));
- discussion or consultation with the city's attorneys regarding the city's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation, or in settlement discussions conducted in order to avoid or resolve litigation (A.R.S. §38-431.03 (a)(4));
- discussion or consultation with designated representatives of the city in order to consider its position and instruct its representatives regarding negotiations with employee organizations (A.R.S. §38-431.03 (A)(5)); or

- discussion, consultation or consideration for international and interstate negotiations or for negotiations by a city or town, or its designated representatives, with members of a tribal council, or its designated representatives, of an Indian reservation located within or adjacent to the city or town. A.R.S. §38-401.03 (A)(6)).
- discussing or consulting with designated representatives of the city in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property (A.R.S. §38-431.03 (A)(7)).

Confidentiality Requirements Pursuant to A.R.S. §38-431.03(C)(D): Any person receiving executive session information pursuant to A.R.S. §38-431.02 shall not disclose that information except to the Attorney General or County Attorney by agreement of the City Council, or as otherwise ordered by a court of competent jurisdiction.

The council may vote to hold an executive session for the purpose of obtaining legal advice from the Board's attorney on any matter listed on the agenda pursuant to A.R.S. § 38-431.03(A)(3).

L. Adjournment

KRISTI PASSARELLI, CITY CLERK

POSTED: Thursday, May 16, 2024 @ 4:00 PM

SPECIAL NOTE: PERSONS WITH SPECIAL ACCESSIBILITY NEEDS, INCLUDING LARGE PRINT MATERIALS OR INTERPRETER, SHOULD CONTACT THE CITY CLERK'S OFFICE @ 623.222.1200 OR TTY 623.222.1002, BY NO LATER THAN 24 HOURS IN ADVANCE OF THE REGULAR SCHEDULED MEETING TIME.



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: May 21, 2024
Submitting Department: City Clerk
Staff Recommendations:

Contact Person:
District: Internal

Consent: No	Regular: No	Public Hearing: No	Report/Discussion: No
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Agenda Wording:
Invocation

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: May 21, 2024
Submitting Department:
Staff Recommendations:

Contact Person:
District: Citywide

Consent: No Regular: No Public Hearing: No Report/Discussion: No

Agenda Wording:
City Manager sub-text

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: May 21, 2024
Submitting Department: City Clerk
Staff Recommendations:

Contact Person: Kristi Passarelli, City Clerk
District: Internal

Consent: Yes Regular: No Public Hearing: No Report/Discussion: No

Agenda Wording:

Consideration and action to approve the May 7, 2024 Work Session Minutes, and Regular City Council Meeting Minutes.

Motion:

I move to approve the May 7, 2024 Regular City Council Meeting, and Work Session Minutes.

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

1. 050724 Work Session Minutes DRAFT
 2. 050724 Regular Meeting Minutes DRAFT
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CITY OF SURPRISE
Regular City Council Work Session
16000 N. Civic Center Plaza
Surprise, AZ 85374
Tuesday, May 7, 2024 @ 4:00 PM
COUNCIL CHAMBERS

A. Call To Order

Mayor Hall called the Regular Council Work Session of May 7, 2024 to order at 4:00 p.m., located at Surprise City Hall, 16000 N. Civic Center Plaza, Surprise, AZ. 85374.

B. Roll Call

In attendance with Mayor Hall were Vice Mayor Nick Haney, Council members Chris Judd, Alyson Cline, Ken Remley and Jack Hastings. Councilmember Patrick Duffy was excused.

C. Pledge of Allegiance

Mayor Hall led the Pledge of Allegiance.

D. Proclamation and Community Acknowledgements

E. City Manager Report

1. City Manager sub-text

F. City Clerk Report

G. Call To The Public

H. Regular City Council Work Session Agenda

1. CONSENT AGENDA:

2. REGULAR AGENDA ITEM - PUBLIC HEARING:

3. REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

1. Presentation and discussion regarding an update on the City's water resources.

Water Resource Management Director, Michael Boule, came to present this item. He talked about various Regional Milestones.

Councilmember Judd, asked about the use of ground water previously stored? Michael said the city has demonstrated to the state about previous usage. Councilmember Judd asked if any water banked the City would use? Michael said no.

Vineetha Kartha, from the CAP came to talk about the Colorado River Water Supply Report. She talked about the Upper Colorado River Basin, including snowpacks and correlating river and lake water levels, Current Near-Term and Long-Term Processes, Lower Basin Alternative Reduction Determination, Reduction Sharing among Basin States and Mexico.

Councilmember Remley, said he saw the Colorado the other week and it seemed very high, and why did it seem that way? Vineetha, said that there was some high snowpack. She said it was going into storage now. Councilmember Remley, said that simply because he sees it doesn't

mean its an actual surplus? Vineetha said it was going to meet demands in the lower basin.

Councilmember Cline, asked about why California wasn't paying a percentage? Vineetha said that California doesn't take reductions because its a negotiated outcome.

Vineetha continued to talked about Proposed Alternatives Implemented in 2007, Lower Basin Alternative, and Outstanding Issues.

Mayor Hall asked what were the Upper Basin States? Vineetha confirmed it was Wyoming, Colorado, New Mexico, & Utah

She then talked about the next steps for the state.

Councilmember Judd, asked about the proposal and if it was going past 2026 or a stop gap? Vineetha said it was. He then asked if the plan was to use the same peremeters? Vineetha talked about previously established guidelines, and how the drought conditions will try to keep everything within the means of the river. Councilmember Judd asked where we were now? Vineetha said they were within 42%. Councilmember Judd, asked why the upper basin states weren't involved? Vineetha said they have looked at the reduction framework, and that there is no concession on reductions. Councilmember Judd, asked if we do get into the state where we're splitting if we are taking 1.2 million acre feet from them and the other 2.7 million acre feet frin the lower basin states. Vineetha, said that is correct and anything over 1.5 would have to be shared among the lower basin states. He then asked about the entire deficient being capped? Vineetha said that the entire reduction was capped at 3.9. Councilmember Judd asked how much water was coming out of the Colordo River on average per year. Vineetha said the average inflow to lake Powell has been 9.6 million acre feet and she talked about the previous history. Councilmember Judd said that even if it goes through that the river is still not producing that much. Vineetha said that the lower basin states and Mexico can only use 7.5. Councilmember Judd asked if Lake Powell was being used by the upper basin states? Vineetha said it was only a storage and that it was vindictive of their left over.

Michael talked about the water use within the City. Mayor Hall asked if it was used for dust control? Michael said it was. He then talked about the water demand versus the designated water supply, Water Consumption in 2023, Annual Ground Water Monitoring: Beacon Wlls, Water Conservation in the City of Surprise, and Looking Ahead.

Councilmember Cline, asked how much did the smart water meters save the City? Michael said last year was 7.8 million gallons. She then asked about EPCOR not implementing the smart meters, She asked about any plans to coordinate with them? Michael said they had just implemented their last rate study and now would be a time to approach them.

Vice-Mayor Haney, asked if the people who had a leak did they know, or if it was financial reasons why they weren't fixed? Michael said their folks would come to help repair. Haney asked if it was a specific demographic? Michael said it was spread out.

Michael talked about the Resiliency Planning.

Mayor Hall asked if the Bartlett damn project was increasing capacity? Michael said it was. Mayor Hall then asked about the sedimentation? Michael said that it was going to be removed.

Vineetha talked about working with the City and the CAP's partnernership with Surprise. She also talked about why we were sharing and reducing water usage.

- I. Other Business and Future Agenda Items
- J. City Council Reports

K. Executive Session

1. Executive Disclaimer - Part 1

L. Adjournment

Motion: To Adjourn

Initiated By: Nick Haney

Seconded By: Chris Judd

Yes: Aly Cline, Jack Hastings, Ken Remley, Skip Hall, Chris Judd, Nick Haney

No: None

Abstain: None

Vote Result: Passed

Meeting Adjourned at 4:51 PM

Skip Hall, Mayor

ATTEST:

Kristi Passarelli, City Clerk

CERTIFICATION:

I, Kristi Passarelli, City Clerk for the City of Surprise, Maricopa County, Arizona, do hereby verify that these are the true and correct minutes of the Regular City Council Meeting of **Tuesday, May 7, 2024.**

Kristi Passarelli, City Clerk



CITY OF SURPRISE
Regular City Council Meeting
16000 N. Civic Center Plaza
Surprise, AZ 85374
Tuesday, May 7, 2024 @ 6:00 PM
COUNCIL CHAMBERS

A. Call To Order

Mayor Hall called the Regular Council Meeting of May 7, 2024 to order at 6:00 p.m., located at Surprise City Hall, 16000 N. Civic Center Plaza, Surprise, AZ. 85374.

1. Invocation

Damaris Litterni, came to give an invocation for the meeting.

B. Roll Call

In attendance with Mayor Hall were Vice Mayor Nick Haney, Council members Chris Judd, Alyson Cline, Ken Remley and Jack Hastings. Councilmember Patrick Duffy was excused

C. Pledge of Allegiance

City Court Academy members led the Pledge of Allegiance.

D. Proclamation and Community Acknowledgements

2. National Military Appreciation Month

Mayor Hall proclaimed that it was National Military Appreciation Month. He presented the proclamation to members from Luke Air Force Base.

E. City Manager Report

3. City Manager sub-text

4. Reports

City Manager Bob Wigenroth, introduced Judge Dominguez to talk about the City Court Academy.

Bob brought Shelby Fenwick who introduced the Youth Council Member.

Kala Vargas, from Valley Vista High School.

F. City Clerk Report

5. Reports

6. 55th Annual Professional Municipal Clerks Week

City Clerk, Kristi Passarelli, talked about Municipal Clerk's Week.

G. Call To The Public

Alex Christ, a Surprise Resident, came to talk about abortion.

Petri Ahonen, a Surprise Resident, came to talk about water and associated fees.

H. Regular City Council Meeting Agenda

7. CONSENT AGENDA:

Motion: To Approve

Initiated By: Nick Haney

Seconded By: Aly Cline

Yes: Aly Cline, Jack Hastings, Ken Remley, Skip Hall, Chris Judd, Nick Haney

No: None

Abstain: None

Vote Result: Passed

1. Consideration and action to approve the April 16, 2024 Regular City Council Meeting Minutes.
2. Consideration and action pertaining to approval of a Fiscal Year 2024 budget amendment moving budget authority in the amount of \$6,000 for overtime expenses and authorization to accept a grant award from the Governor's Office of Highway Safety (GOHS); Resolution #2024-63.
3. Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at Toll at Prasada Unit J, generally located at the northwest corner of West Peoria Road and North Cotton Lane; Resolution #2024-53.
4. Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at Austin Ranch West – North Copper Canyon Parcel 3.1, generally located at the southwest corner of West Pinnacle Peak Road and North 183rd Avenue; Resolution #2024-26.
5. Consideration and action pertaining to the immediate formation of a lighting improvement district known as City of Surprise, Arizona, SU-PrasadaCactus303211 pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets; Resolution #2024-59.
6. Consideration and action pertaining to the immediate formation of a lighting improvement district known as City of Surprise, Arizona, SU-ParadiseGarden213 pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets; Resolution #2024-57.
7. Consideration and action pertaining to the immediate formation of a lighting improvement district known as City of Surprise, Arizona, SU-DerVallyNCitrs199 pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets; Resolution #2024-61.
8. Consideration and action pertaining to the immediate formation of a lighting improvement district known as City of Surprise, Arizona, SU-PRASADAGTEWY207 pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets; Resolution #2024-55.
9. Consideration and action declaring the intent to enlarge an existing lighting improvement district known as City of Surprise, Arizona, SU-AsantePar4.5 pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets; Resolution #2024-52.
10. Consideration and action declaring the intent to enlarge an existing lighting improvement district known as City of Surprise, Arizona, SU-SurpriseCenter190 pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets; Resolution #2024-51.

11. Consideration and action pertaining to the immediate formation of a lighting improvement district known as City of Surprise, Arizona, SU-PRASADASWTWATER210 pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets; Resolution #2024-64.
12. Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at Austin Ranch West – North Copper Canyon Parcel 3.2, generally located at the southwest corner of Pinnacle Peak Road and North 183rd Avenue; Resolution # 2024-27.
13. Consideration and action declaring the intent to enlarge an existing lighting improvement district known as City of Surprise, Arizona, Surprise Medical Plaza pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets; Resolution #2024-54.
14. Consideration and action pertaining to approval of the Final Plat entitled, “Windstone Ranch North” and received February 21, 2024, for property located at the northwest corner of Cottontail Lane and 151st Avenue; FS22-0807.
15. Consideration and action pertaining to approval of the Plat entitled, “Southwest Gas Ops Center” and dated April 09, 2024, a site generally located on the southwest corner of Deer Valley Road and Grand Avenue; Case FS24-0102.
16. Consideration and action pertaining to approval of the Final Plat entitled, “Toll at Prasada, SWC Park Final Plat” and stamped January 23, 2024, a property located west of Cotton Lane, between Cactus Road and Peoria Avenue; Case FS23-0852.
17. Consideration and action pertaining to approval of the Final Plat entitled, “Asante Unit 3.6A and 3.6B” and dated February 20, 2024, a site generally located northeast of Happy Valley Road and Pat Tillman Boulevard; Case FS23-0841.
18. Consideration and action pertaining to approval of a Fiscal Year 2024 budget amendment moving budget in the amount of \$400,000 for increased Spring Training revenues; Resolution #2024-76
19. Consideration and action pertaining to approval of the North Jomax Water Development Agreement (Regional Improvements Overlay Agreement); Resolution #2024-77.
8. REGULAR AGENDA ITEM - PUBLIC HEARING:
20. Consideration and action pertaining to a recommendation to the Arizona Department of Liquor Licenses and Control (DLLC) on Application No. 287627, requested by Rosa Maria Lara, for Bien Venido Al Buen Gusto Paisano for Series 10 Liquor License. Bien Venido Al Buen Gusto Paisano is located at 15601 N Greasewood St, Surprise, AZ 85378.

Motion: To Approve
Initiated By: Nick Haney
Seconded By: Aly Cline

Yes: Aly Cline, Jack Hastings, Ken Remley, Skip Hall, Chris Judd, Nick Haney
No: None

Abstain: None

Vote Result: Passed

21. Consideration and action pertaining to a recommendation to the Arizona Department of Liquor Licenses and Control (DLLC) on Application No. 288522, requested by Jared Michael Repinski, for Real Thai & Sushi for Series 12 Liquor License. Real Thai & Sushi is located at 13749 N Litchfield Road, Surprise, AZ 85379.

Motion: To Approve

Initiated By: Chris Judd

Seconded By: Aly Cline

Yes: Aly Cline, Jack Hastings, Ken Remley, Skip Hall, Chris Judd, Nick Haney

No: None

Abstain: None

Vote Result: Passed

22. Consideration and action pertaining to a recommendation to the Arizona Department of Liquor Licenses and Control (DLLC) on Application No. 286878, requested by Andrea Dahlman Lewkowitz, for Macayo's Mexican Food for Series 12 Liquor License. Macayo's Mexican Food is located at 15565 W Bell Road, Surprise, AZ 85374.

Motion: To Approve

Initiated By: Nick Haney

Seconded By: Aly Cline

Yes: Aly Cline, Jack Hastings, Ken Remley, Skip Hall, Chris Judd, Nick Haney

No: None

Abstain: None

Vote Result: Passed

9. REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

23. Consideration and action ordering the recording of a blank petition for the proposed annexation of approximately 4.07 acres generally known as the 162nd Drive Self Storage Project (Case FS23-0991); Resolution #2024-60.

Planner, Chris Sexton, came to present this item. She talked about the parcel location, Existing Boundaries, Post Annexation Zoning, Annexation Steps, and Concurrent Cases.

Vice-Mayor Haney, asked what would happen if it isn't annexed? She said if it doesn't pass it would stay in the county and could be built still outside of the City.

Motion: To Approve

Initiated By: Nick Haney

Seconded By: Aly Cline

Yes: Aly Cline, Jack Hastings, Ken Remley, Skip Hall, Chris Judd, Nick Haney

No: None

Abstain: None

Vote Result: Passed

24. Consideration and action pertaining to adoption of the tentative expenditure limitation budget for FY2025; directing publication of said tentative budget; and setting a public hearing for June 4, 2024, at 6:00pm at the City of Surprise Council Chambers, 16000 N. Civic Center Plaza, Surprise, Arizona; Resolution #2024-75.

Chief Financial Officer, Andrea Davis, came to present the Tentative Budget. She talked about the FY25 Budget Timeline, Budget Challenges State Shared Revenue Loss approximately \$14.3M, FY25 Tentative Budget Summary, City Revenue Comparison, Local Sales Tax Per Capita, Primary and Secondary Property Tax Per Capita, City Expense Comparison, Governmental Expenditures per 1K Capita, FY 25 Tentative Budget, Prior Year Comparison, FY 25 Tentative Budget Fund Type, General Fund Budget by Function, General Fund Budget Increases, Citywide Capital Additions by Function, FY25 Budget Department Overview. She elaborated about Public Safety with the City Court, Police, and Fire.

Jennifer Medina, talked about the Community Services Departments; HSCV, Arts and Libraries, Parks and Recreation, Mayor and Council, City Manager's Office, City Auditor, Marketing and Communications, City Attorney, City Clerk, Finance. She also talked about General Operations, Human Resources, Information Technology, Development Services.

Andrea Davis talked about Public Works, Transportation, Water Resources, and Next Steps. She talked about the Upcoming Council Budget Calendar.

Councilmember Cline, talked about the reasons to reducing the property rate, and how the state has already reduced the rental tax. Andrea confirmed that was correct.

Councilmember Remley, asked about the fiber cable mentioned on the budget. Andrea talked about how it was something always included in new roads.

Motion: To Approve
Initiated By: Aly Cline
Seconded By: Ken Remley

Yes: Aly Cline, Jack Hastings, Ken Remley, Skip Hall, Chris Judd, Nick Haney
No: None
Abstain: None

Vote Result: Passed

I. Other Business and Future Agenda Items

Councilmember Judd asked about a conservation plan agreement, and a staff presentation and potential IGA. Councilmember Cline seconded.

Vice-Mayor Haney asked for a legislative update. Councilmember Judd seconded.

Councilmember Cline asked for an updated on the Library services coming to Surprise. Councilmember Hastings seconded.

Councilmember Cline wanted an update on the Bell road project. Councilmember Haney seconded.

Councilmember Remley asked for an Original Townsite recognition. Bob said it was upcoming.

Councilmember Hastings asked for a City sponsored forum. Mayor Hall asked if the City could even do such a thing. Robert said as long as the City was impartial. Councilmember Remley talked about the Chamber of Commerce doing something similar. Councilmember Haney asked if this was an item for discussion? Councilmember Cline Seconded.

J. City Council Reports

Councilmember Cline had nothing.

Vice-Mayor Haney, Talked about a talent show, and Aproxia Awareness Day.

Councilmember Judd, talked about his meet and great. He has one coming up on the 3rd Wednesday at the Tap House.

Councilmember Hastings, talked about it national Tennis Month. He also talked about the Safety Splash on May 18th at the Aquatic Center.

Councilmember Remley, talked about his District 4 meeting last month.

Mayor Hall, said it was national public service week. He talked about attending the Employee Appreciation event last month. He also gave his condolences for Councilmember Roland Winters.

K. Executive Session

10. Executive Session Items

11. Executive Disclaimer - Part 1

12. Executive Disclaimer - Part 2

13. Executive Disclaimer - Part 3

L. Adjournment

Motion: To Adjourn

Initiated By: Aly Cline

Seconded By: Nick Haney

Yes: Aly Cline, Jack Hastings, Ken Remley, Skip Hall, Chris Judd, Nick Haney

No: None

Abstain: None

Vote Result: Passed

Meeting Adjourned at 7:13 PM

Skip Hall, Mayor

ATTEST:

Kristi Passarelli, City Clerk

CERTIFICATION:

I, Kristi Passarelli, City Clerk for the City of Surprise, Maricopa County, Arizona, do hereby verify that these are the true and correct minutes of the Regular City Council Meeting of **Tuesday, May 7, 2024.**

Kristi Passarelli, City Clerk



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: May 21, 2024
Submitting Department: City Clerk
Staff Recommendations:

Contact Person: Kristi Passarelli, City Clerk
District: Citywide

Consent: No	Regular: No	Public Hearing: No	Report/Discussion: No
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Agenda Wording:

Consideration and action to move the Regular Work Session and Council Meeting scheduled for Monday, August 5, 2024 to Tuesday, August 6, 2024 due to the Primary Elections being rescheduled for Tuesday, July 30, 2024.

Motion:

I move to move the Regular Work Session and Council Meeting scheduled for Monday, August 5, 2024 to Tuesday, August 6, 2024 due to the Primary Elections being rescheduled for Tuesday, July 30, 2024.

Background:

- Sec. 2-65. - Meeting, location and time.

Regular meeting of the city council will be held on the first and third Tuesday of each month at 6:00p.m. at City Hall, 16000 N. Civic Center Plaza, Surprise, Arizona, unless otherwise provided in the public notice. Work sessions may be held for the purpose of presentations to and discussions with council. Action by council at work sessions is limited to general consensus, conveying questions or requesting information. No formal action of the city council may be taken at work sessions. Special meetings may be convened by the mayor at any time. The city council may call, vacate, or change the date, time or location of a specific meeting by majority vote.(Ord. No. 2013-09, § 2(Exh. A), 11-12-2013; Ord. No. 2014-03, § 2, 1-28-2014).

Objective Analysis:

This is an action that takes place to amend the August 5th 2024 meeting date due to the primary election moving dates.

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: May 21, 2024
Submitting Department: City Clerk
Staff Recommendations:

Contact Person: Kristi Passarelli, City Clerk
District: District 4

Consent: No	Regular: No	Public Hearing: No	Report/Discussion: No
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Agenda Wording:

Consideration and action to approve Off-Track Wagering for Runner's Sports Bar located at 12751 W. Bell Road, Surprise, Arizona for the term of June 1, 2024 through May 31, 2027.

Motion:

I move to approve the renewal of Off-Track Wagering for Runner's Sports Bar located at 12751 W. Bell Road, Surprise, Arizona for the term of June 1, 2024 through May 31, 2027.

Background:

Pursuant to Arizona Revised Statute 5-111(A), wagering on races (also known as pari-mutuel wagering) may transpire at facilities other than the race track if approval is obtained by the governing body of a city or town in which the off-track wagering is to occur.

Off-track wagering at this location was first approved by City Council in November 2010. The last approval was approximately three years ago on May, 18, 2021. If renewed, the approval will be for an additional three years, until May 31, 2027.

Objective Analysis:

The Arizona Racing Commission controls and prescribe rules governing wagering on races under the system known as pari-mutuel wagering in Arizona. This legal wagering system is allowed to occur off-track in local locations with approval of the local governing body. Approval of this request will result in renewal of the off-track wagering at Runner's Sports Bar located at 12751 W. Bell Road, Surprise, for three additional years.

Policy Compliant:

City Council determines the appropriate policy in the context of off-track wagering approval.

Financial Impact:

N/A

Budget Impact:

N/A

FTE Impact:

N/A

ATTACHMENTS:

1. 2024 City Renewal Request - Runners_Off Track Wagering Permit
 2. 05.08.2024_Turf Paradise-Runners Sports Bar_12751 W Bell Rd 117
-



April 25, 2024

**Kristi Passarelli
City Clerk
City of Surprise
1600 N. Civic Center Plaza
Surprise, AZ. 85374**

Dear Kristi,

Turf Paradise is hereby requesting to renew its Off-track Pari-mutuel Wagering license for Runner's Sports Bar, located at 12751 W. Bell Rd., Surprise, Arizona. Turf Paradise is currently in the process of renewing its Teletrack Wagering Permit with the Arizona Department of Gaming/Racing Division. The term of the permit applied for is from June 1, 2024 through May 31, 2027. Therefore, we ask that the term of the license for Runner's Sports Bar be valid until that date. A copy of the Teletrack Wagering Permit will be forwarded to you upon receipt.

**Applicant: David Johnson, Agent
Runner's Sports Bar
12751 W. Bell Rd.
Surprise, AZ. 85374**

Thank you for your attention to this matter. If you have any questions or concerns please contact me at (602) 375-6431.

David Johnson
Assistant General Manager

Turf Paradise



MEMO

Date: 05/08/2024

To: Kristi Passarelli, City Clerk

Charles Vasquez, Deputy City Clerk

From: Mari Lugo, Revenue Supervisor

RE: Wagering License Application – Turf Paradise / Runner's Sports Bar
12751 W. Bell Rd, Surprise AZ, 85374

Business License Status - Runner's Sports Bar:

- ☐ Application link emailed on .
- ☒ License # 1021726 , current and valid for 12/31/2024
- ☐ Applied for license but is still pending and waiting on customer to provide additional information or documents.

Business License Status - Turf Paradise:

- ☒ Application link emailed on 5/8/2024 .
- ☐ License # , current and valid for .
- ☐ Applied for license but is still pending and waiting on customer to provide additional information or documents.



Finance Department
Revenue Division
16000 N. Civic Center Plaza
Surprise, AZ 85374-7470
Business.license@surpriseaz.gov

05/08/2024

Turf Paradise - Attn: David Johnson

1501 West Bell Road

Phoenix, Arizona 85023

Re: Business License Requirement

To Whom It May Concern:

The Revenue Division has received notification that a wagering license request has been received on behalf of your company.

The City of Surprise requires that all businesses located within the City of Surprise have a City of Surprise business license prior to the start of their operations. Please be sure to apply for your business license at least 3 weeks prior to the opening of your business.

You can apply online at <https://primeweb.surpriseaz.gov/>. City of Surprise Business License applications and supplemental forms are available online at <https://www.surpriseaz.gov/407/Business-License-Application-Supplementa>. License Fees will be billed upon approval of your license application.

For additional information, please visit the City of Surprise website at www.surpriseaz.gov.

If you have any questions, please email our office at business.license@surpriseaz.gov.

Respectfully,
Revenue Division



April 25, 2024

**Kristi Passarelli
City Clerk
City of Surprise
1600 N. Civic Center Plaza
Surprise, AZ. 85374**

Dear Kristi,

Turf Paradise is hereby requesting to renew its Off-track Pari-mutuel Wagering license for Runner's Sports Bar, located at 12751 W. Bell Rd., Surprise, Arizona. Turf Paradise is currently in the process of renewing its Teletrack Wagering Permit with the Arizona Department of Gaming/Racing Division. The term of the permit applied for is from June 1, 2024 through May 31, 2027. Therefore, we ask that the term of the license for Runner's Sports Bar be valid until that date. A copy of the Teletrack Wagering Permit will be forwarded to you upon receipt.

**Applicant: David Johnson, Agent
Runner's Sports Bar
12751 W. Bell Rd.
Surprise, AZ. 85374**

Thank you for your attention to this matter. If you have any questions or concerns please contact me at (602) 375-6431.

David Johnson
Assistant General Manager

Turf Paradise



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: May 21, 2024
Submitting Department: City Clerk
Staff Recommendations:

Contact Person: Kristi Passarelli, City Clerk
District: District 5

Consent: No	Regular: No	Public Hearing: No	Report/Discussion: No
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Agenda Wording:

Consideration and action to approve Off-Track Wagering for Brookside II Sports Bar & Grille located at 15170 W. Bell Road, Suite 115, Surprise, Arizona for the term of June 1, 2024 through May 31, 2027.

Motion:

I move to approve Off-Track Wagering for Brookside II Sports Bar & Grille located at 15170 W. Bell Road, Suite 115, Surprise, Arizona for the term of June 1, 2024 through May 31, 2027.

Background:

Pursuant to Arizona Revised Statute 5-111(A), wagering on races (also known as pari-mutuel wagering) may transpire at facilities other than the race track if approval is obtained from the governing body of a city or town in which the off-track wagering is to occur.

Off-track wagering at this location was first approved by City Council in November 2010. The last approval was approximately three years ago on May 18, 2021. If renewed, the approval will be for an additional three years, until May 31, 2027.

Objective Analysis:

The Arizona Racing Commission controls and prescribes rules governing wagering on races under the system known as pari-mutuel wagering in Arizona. This legal wagering system is allowed to occur off-track in local locations with the approval of the local governing body. Approval of this request will result in renewal of the off-track wagering at Brookside II Sports Bar & Grille located at 15170 W. Bell Road, Suite 115, Surprise, for three additional years.

Policy Compliant:

City Council determines the appropriate policy in the context of approval of off-track wagering.

Financial Impact:

N/A

Budget Impact:

N/A

FTE Impact:

N/A

ATTACHMENTS:

1. 2024 City Renewal Request - Brookside II_Off Track Wagering
 2. 05.08.2024_Turf Paradise-Brookside II_15170 W Bell Rd 115
-



April 25, 2024

**Kristi Passarelli
City Clerk
City of Surprise
1600 N. Civic Center Plaza
Surprise, AZ. 85374**

Dear Kristi,

Turf Paradise is hereby requesting to renew its Off-track Parimutuel Wagering license for, The Brookside II Sports Bar & Grille, located at 15170 W. Bell Rd., Suite 115, Surprise, Arizona. Turf Paradise is currently in the process of renewing its Teletrack Wagering Permit with the Arizona Department of Gaming/Racing Division. The term of the permit applied for is from June 1, 2024 through May 31, 2027. Therefore, we ask that the term of the license for the Brookside II Sports Bar & Grill be valid until that date. A copy of the Teletrack Wagering Permit will be forwarded to you upon receipt.

**Applicant: David Johnson, Agent
Brookside II Sports Bar & Grille
15170 W. Bell Rd., Suite 115
Surprise, AZ. 85374**

Thank you for your attention to this matter. If you have any questions or concerns please contact me at (602) 375-6431.

David Johnson
Assistant General Manager

Turf Paradise



MEMO

Date: 05/08/2024

To: Kristi Passarelli, City Clerk

Charles Vasquez, Deputy City Clerk

From: Mari Lugo, Revenue Supervisor

RE: Wagering License Application – Turf Paradise / Brookside II Sports Bar
15170 W. Bell Rd., Suite 115 Surprise 85374

Business License Status:

- ☐ Application link emailed on .
- ☒ License # 1021728 , current and valid for 12/31/2024
- ☐ Applied for license but is still pending and waiting on customer to provide additional information or documents.



April 25, 2024

**Kristi Passarelli
City Clerk
City of Surprise
1600 N. Civic Center Plaza
Surprise, AZ. 85374**

Dear Kristi,

Turf Paradise is hereby requesting to renew its Off-track Parimutuel Wagering license for, The Brookside II Sports Bar & Grille, located at 15170 W. Bell Rd., Suite 115, Surprise, Arizona. Turf Paradise is currently in the process of renewing its Teletrack Wagering Permit with the Arizona Department of Gaming/Racing Division. The term of the permit applied for is from June 1, 2024 through May 31, 2027. Therefore, we ask that the term of the license for the Brookside II Sports Bar & Grill be valid until that date. A copy of the Teletrack Wagering Permit will be forwarded to you upon receipt.

**Applicant: David Johnson, Agent
Brookside II Sports Bar & Grille
15170 W. Bell Rd., Suite 115
Surprise, AZ. 85374**

Thank you for your attention to this matter. If you have any questions or concerns please contact me at (602) 375-6431.

David Johnson
Assistant General Manager



Turf Paradise



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: May 21, 2024
Submitting Department: Police
Staff Recommendations:

Contact Person: Benny Pina, POLICE CHIEF
District: Citywide

Consent: Yes	Regular: No	Public Hearing: No	Report/Discussion: No
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Agenda Wording:

Consideration and action pertaining to the acceptance of the FY2025 Dysart Unified School District No. 89 Intergovernmental Agreement; Resolution #2024-70.

Motion:

I move to approve Resolution #2024-70.

Background:

The Surprise Police Department (“SPD”) agrees to provide school resource officer (“SRO”) services to Dysart Unified School District No. 89 (the “District”). The City will provide SRO services at the three District High Schools, three District Middle Schools, and three selected District Elementary Schools within the City. The District has approved funding in the amount of \$870,108.83 to defray the total cost of the SRO salaries and benefits for a ten (10) month period.

Objective Analysis:

The City has officers who can provide SRO services to the District. This agreement allows SPD to partner with the District in their SRO servicing efforts.

Policy Compliant:

The City regularly partners with other government entities when it is beneficial to do so. This action is compliant with City and Council Policy.

Financial Impact:

This agreement will provide \$870,108.83 in revenue for FY2025 to be paid in monthly payments to offset salary and benefit costs associated with the services.

Budget Impact:

The FY2025 adopted budget includes appropriations for expenses related to this agreement, and therefore, a budget amendment is not required.

FTE Impact:

This item does not have an impact on current staff levels.

ATTACHMENTS:

1. 24.05.21 Res 2024-70 Surprise -DYSART SRO IGA Final
 2. 2024-2025 Surprise SRO IGA
-

RESOLUTION # 2024-70

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AUTHORIZING THE CITY TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT TO PROVIDE THE DYSART UNIFIED SCHOOL DISTRICT NO. 89 OF MARICOPA COUNTY, STATE OF ARIZONA WITH SCHOOL RESOURCE OFFICER SERVICES

WHEREAS, pursuant to Arizona Revised Statute §11-952, et seq., the City of Surprise has the authority to enter into intergovernmental agreements (IGA) with other governmental entities for the purposes set forth within;

WHEREAS, the Dysart Unified School District No. 89 is in need of School Resource Officer services;

WHEREAS, the City of Surprise has School Resource Officers who are capable of providing the services to the Dysart Unified School District No. 89;

WHEREAS, the City of Surprise is willing to make the School Resource Officers available to provide these services;

WHEREAS, the term of this IGA is July 28, 2024 through May 29, 2025; and

WHEREAS, the Dysart Unified School District No. 89 will pay \$870,108.83 to defray the total cost of the Surprise Police SRO's salaries and benefits for a ten (10) month period.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council for the City of Surprise, Arizona, as follows:

Section 1. The Intergovernmental Agreement between the City of Surprise and the Dysart Unified School District No. 89, attached as Exhibit A, is approved.

Section 2. The City Manager, or his designee, is hereby authorized to execute and submit all documents and other necessary or desirable instruments in connection with said agreements.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

APPROVED AND ADOPTED this ____ day of _____, 2024.

Skip Hall, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2024-70

Exhibit A

INTERGOVERNMENTAL AGREEMENT BETWEEN

THE CITY OF SURPRISE AND *THE DYSART UNIFIED SCHOOL DISTRICT NO. 89*

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE DYSART UNIFIED SCHOOL DISTRICT NO. 89
OF MARICOPA COUNTY AND
THE CITY OF SURPRISE, ARIZONA

The City of Surprise ("Surprise") and the Dysart Unified School District No. 89 ("District") enter into this Agreement for placement of certain School Resource Officer ("SROs") in the Dysart Unified School District High Schools, Middle Schools, and select Elementary Schools ("Agreement").

Background

- A. The parties are authorized to enter into this Agreement under Arizona Revised Statutes § 11-952. The District is authorized to enter into this Agreement under A.R.S. § 15-342. The City of Surprise is authorized to enter into this Agreement under A.R.S. § 41-2632, as well as other statutes and regulations and the ordinances of the City of Surprise.
- B. The purpose of this Agreement is to endorse, support, and extend the existing alliance between the students, faculty, staff, and administrators of the Dysart Unified School District ("District"), individual schools and classrooms and the families they represent, with the City of Surprise Police Department.
- C. The District and the City of Surprise desire to meet the goals and objectives of providing a safe school campus which include:

Goal 1: The school safety goals and expectations contribute to an orderly, purposeful atmosphere, which promotes the feeling of safety conducive to teaching and learning.

Objective 1: Staff feels that the school is safe, and administration supports and monitors the consistency of actions/strategies/policies that will improve or maintain that feeling of safety,

Objective 2: Students feel that the school is safe. They feel free from the threat of physical harm and verbal abuse. They feel they have an adult to go to with their safety concerns, and they feel their concerns are taken seriously and addressed.

Objective 3: Staff and students have a positive view of the School Resource Officer.

Goal 2: To provide students with safety and legal information that promotes a safe, orderly environment, and good citizenship.

- D. Expectations of the partnership include:
 - 1. Regular, open, and timely communication between all parties, to include SRO, school Principal, staff and teachers, District personnel, and Police Department supervisors.
 - 2. Reasonable levels of accommodation for and by all parties.

3. Minimum commitment to school of one year by each SRO.
4. Availability of SRO at all times when students are on the campus unless precluded by
 - a. court appointment, or,
 - b. emergency within the Police Department or court system,
 - c. non-school related responsibilities which prevent the SRO from providing regular SRO duties,
5. Availability of the SRO for 10 months per year.

Agreement

The District and the City of Surprise desire to work in cooperation with each other to further the safety goals and expectations of the Dysart Unified School District High Schools and Middle Schools and select Elementary campuses. The City of Surprise, through this Agreement, will assign one school resource officer to Shadow Ridge High School, Valley Vista High School and Willow Canyon High School, Ashton Ranch Middle School, Cimarron Springs Middle School and Sonoran Heights Middle School, Asante Preparatory Academy, Kingswood Elementary, and Marley Park Elementary within the City of Surprise to perform the services listed herein. Therefore, in consideration of the mutual promises and undertaking contained herein, the parties agree as follows:

- A. Duration of this Agreement shall be effective on approval of each party's governing board for a time period to commence on July 28, 2024 and conclude on May 29, 2025.
- B. **Responsibilities of the District:**

Duties of the Superintendent (or designee):

1. Prepare annual Intergovernmental Agreement, based on agreed-upon purpose, expectations, and responsibilities of the District and local Police Departments.
2. Serve as primary liaison between (a) SRO supervisors and the Police Departments, and (b) the participating schools.
3. Remit payment to the City of Surprise within thirty (30) days of receipt of invoice from the SRO Supervisor to pay the Dysart contracted SRO salaries and benefits for a ten (10) month period.

Duties of the School Principal:

4. Support and communicate the school safety goals and expectations to all staff, students, and parents on the campus.

5. Guide the SRO with guidance from Surprise PD on protocol regarding which issues should be handled by school personnel and which require the involvement of the SRO.
6. Provide office space, access to telephone, fax, computer, and copier for the officer.
7. Develop a collaborative relationship with the SRO while allowing the officer to function independently and within legal parameters.
8. Be involved in the selection process of the school's SRO,
9. Review the school's EOP and staff expectations with the SRO.
10. Monitor safety data and meet with the SRO on a regular basis.
11. Remain responsible for any school policy violations.
12. Provide input to the SRO supervisor for an annual performance evaluation.

Duties of the Classroom Teacher:

13. Support and communicate information about the school safety goals and expectations in the classroom and to students and parents.
14. Work through the building principal before involving the SRO in legal issues.

C. Responsibilities of the City of Surprise

1. Continue to provide an SRO at the three City of Surprise, Dysart Unified High Schools (Shadow Ridge, Valley Vista and Willow Canyon), continue to provide an SRO at the three Dysart Unified Middle Schools within the City of Surprise (Ashton Ranch, Cimarron Springs, and Sonoran Heights) and provide an SRO at the following Elementary Schools within the City of Surprise: Asante Preparatory Academy, Kingswood Elementary, and Marley Park Elementary.

Duties of the SRO:

2. SRO should serve as a law enforcement/public safety specialist to
 - a. Assist the school administration to control order on the campus;
 - b. Intervene when conduct violates the law (in the case of a student, SRO should be backup to an arrest rather than the principal officer);
 - c. Work with school and district administrators to ensure timely and uniform reporting of criminal activities.
3. SRO should additionally:
 - a. Work as a team with any SRO or Probation Officer (PO) on the same campus;
 - b. Document presence on campus and advise the school principal or designee directly if
 - I. absent from the campus for the day,

II. emergency within the Police Department or court system requires leaving the school campus during the day, or

III. non-school related responsibilities prevent regular SRO duties for any reason.

- i. Attend both staff and parent/community meetings as requested;
- ii. Serve on the Safety Committee.
- iii. Build a positive relationship with students, parents, and school staff.
- iv. Serve as a positive role model by
 - setting clear limits to students about acceptable and unacceptable behaviors and the rewards of the former
 - setting an example by modeling how to handle stress, resolve conflicts, be a friend, etc.
 - encouraging students to take responsibility for their actions, and
 - showing respect for administrators, teachers and staff

Duties of the SRO Supervisor:

- 4. Communicate regularly with site and district administration.
- 5. Submit monthly invoices to the District consistent with agreed upon expenditures for salary and benefit costs, documenting as needed by parties.
- 6. Participate in the development, review, and revision of the Intergovernmental Agreement.
- 7. Contact the school principal and district liaison if the SRO will be replaced and initiate the hiring procedure for a new officer.
- 8. Meet with school Principal - if necessary to review SRO performance.
- 9. Review and update qualifications for SRO.
- 10. Provide SRO candidates to Principal and District for interviews and input regarding hiring and other placement decisions.
- 11. Replace SRO upon the recommendation of the Principal and District.
- 12. Work with the Superintendent or designee to communicate any concerns or problems on behalf of an SRO.

D. Termination

- 1. Either party may terminate this Agreement if funds for the program become unavailable.
- 2. Either party may terminate this Agreement, for convenience or cause, upon five (5) working days prior written notice to the other party.

E. Both parties shall be responsible for their own acts or admissions.

- F. Both parties hereto will be acting in their individual governmental capacities and not as agents, employees, or partners with each other. The employees, agents, or subcontractors of one party shall not be deemed or construed to be the employees or agents of the other party.
- G. District shall pay Surprise an amount not to exceed \$870,108.83 to defray the total cost of the Surprise Police SRO's salaries and benefits for a ten (10) month period. District shall remit payment to Surprise within thirty (30) days of receipt of invoice from the SRO Supervisor.
- H. The City of Surprise and the District will expend funds only for the purposes and uses specified in the approved plan and budget. Funds shall not be used to pay City or District administrative costs for services associated with the receipt of those funds including, but not limited to, accounting, payroll, data processing, purchasing, personnel, overtime pay and building use.
- I. Each party shall maintain adequate commercial general liability insurance and worker's compensation insurance as required by law.

Conflict of Interest Cancellation. As required by A.R.S. § 38-511, the parties acknowledge and agree that either party may, within three years after its execution, cancel this contract, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of either party is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

Entire Agreement. This Agreement contains the entire understanding of the parties hereto. There are no representations or other provisions other than those contained herein, and any amendment or modification of this Agreement shall be made only in writing and signed by the parties to this Agreement.

Severability. The parties agree that should any part of this Agreement be held to be invalid or void, the remainder of the Agreement shall remain in full force and effect and shall be binding on the parties.

Governing Law. This Agreement shall be construed under the laws of the State of Arizona and shall incorporate by reference all laws governing the intergovernmental agency agreements and mandatory contract provisions of state agencies required by statute or executive order.

No Israel Boycott. The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.

Dispute Resolution. If there is a dispute, which is the subject of mandatory arbitration provisions of A.R.S. § 12- 133, the parties shall submit the matter to binding arbitration in compliance with A.R.S. § 12-1518.

Notices. All notices, requests for payment, or other correspondence between the parties regarding this Agreement shall be mailed or delivered to the respective parties at the following address:

District: John Croteau, Superintendent
Dysart Unified School District 15802 N. Parkview Place
Surprise, AZ 85374
623.876.7000

City:

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below.

Dysart Unified School District

John Croteau
Superintendent

Date

City of Surprise

Representative

Date

INTERGOVERNMENTAL DETERMINATION

In accordance with A.R.S. § 11-952, the foregoing Agreement has been reviewed by the undersigned attorneys who have determined that said Agreement is in proper form and is within the powers and authority granted to the public body represented by their respective attorneys.

This ____ day of _____, 2024

This ____ day of _____, 2024

Attorney for District

Attorney for City of Surprise



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: May 21, 2024

Contact Person: Seth Dyson, DIRECTOR - HSCV

Submitting Department: Human Svcs and Comm
Vitality

District: Citywide

Staff Recommendations:

Consent: Yes

Regular: No

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to acceptance of Amendment No. 1 to the Intergovernmental Agreement with Maricopa County for Workforce Development Services; Resolution #2024-67.

Motion:

I move to approve Resolution #2024-67.

Background:

In 2023, the City entered into an IGA with the County for workforce development services to be offered out of the Surprise Resource Center. Workforce development services are critical to the City's economic health. The strategic investment and partnership with Arizona@Work Maricopa County enhances employment services for Surprise businesses and career seekers. This amendment removes the monthly maximum invoice amounts, modifies the frequency of invoicing from monthly to quarterly, and adds Sections 31 and 32 to the IGA.

Objective Analysis:

This action allows workforce development services to continue being offered out of the Surprise Resource Center.

Policy Compliant:

This action is compliant with City and Council policies.

Financial Impact:

There is no anticipated financial impact related to this item as the amount the city is charged will not change, only the frequency of the billing.

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

This item does not have an impact on current staff levels.

ATTACHMENTS:

1. City of Surprise IGA Amendment 1
 2. 24.04.22 Res 2024-67 Workforce Dev IGA Amend 1_Final
-

AMENDMENT NO. 1
TO THE
INTERGOVERNMENTAL AGREEMENT
BETWEEN
MARICOPA COUNTY
ADMINISTERED BY ITS
HUMAN SERVICES DEPARTMENT
AND
CITY OF SURPRISE

- I. Maricopa County (the "County"), administered by its Human Services Department, and the City of Surprise ("City") entered into a financial Intergovernmental Agreement ("Agreement") to integrate the County's workforce development system into the City's social and community services resource network. The Agreement was fully executed on or about June 28, 2023. Under the Agreement, the City provides funds to the County for program service delivery. The Agreement term is July 1, 2023, through June 30, 2026. The Agreement may be extended, provided the City is in compliance with the terms and conditions of the Agreement. The County and the City collectively are referred to as the "Parties" and individually as the "Party."
- II. The Parties now agree to enter into this Amendment No. 1 to amend the Agreement as follows:
- A. Revise Section 7.0 (FUNDING), by removing subsections 7.2.1, 7.2.2 and 7.2.3 in its entirety and replace with the following:
- 7.2.1 The City shall compensate the County in an amount not to exceed \$53,876 for the period of July 1, 2023, through June 30, 2024.
- 7.2.2 The City shall compensate the County in an amount not to exceed \$55,690 for the period July 1, 2024, through June 30, 2025.
- 7.2.3 The City shall compensate the County in an amount not to exceed \$57,584 for the period July 1, 2025, through June 30, 2026.
- B. Revise Section 9.0 (PAYMENTS), by removing subsection 9.1 in its entirety and replace with the following:
- 9.1 Subject to ongoing review and possible modifications during the term or terms of this Agreement, the City shall pay the County based on the County submitting a quarterly invoice. The City shall prepare and issue payment within 30 calendar days of receipt of the invoice, except for the last month of each fiscal year, the City shall submit payment by July 5th of each year. Payments shall be submitted to the Department's Finance Unit at the address 234 North Central Avenue, Phoenix, Arizona 85004.
- C. Add the following Sections to the Agreement:
- 31.0 PROVISIONS REQUIRED BY LAW**
- Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this

Agreement will promptly be physically amended to make such insertion or correction.

- III. Under A.R.S. §38-511, the Parties may cancel this Agreement without penalty of further obligation within three years after execution of this Agreement if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the Parties is, at any time while this Agreement or any extension is in effect, an employee or agent of any other party to the Agreement in any capacity or consultant to any other party of this Agreement with respect to the subject matter of this Agreement.
- IV. Section II above contains all the changes made by this Amendment No. 1. All other terms and conditions of the original Agreement shall remain the same and in full force and effect as approved.
- V. The Parties have authorized the undersigned to execute this Amendment No. 1 on their behalf, and it shall be effective upon approval and signature by both Parties.

IN WITNESS, the Parties have approved and signed this Amendment No. 1:

FOR THE CITY OF SURPRISE:

FOR MARICOPA COUNTY:

Skip Hall Date
Mayor

Jack Sellers, Chairman Date
Board of Supervisors

Attestation:

Attestation:

City Clerk Date

Juanita Garza, Clerk of the Board Date

IN ACCORDANCE WITH A.R.S. §§ 9-240 AND 11-952, THIS AMENDMENT NO. 1 HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED IT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO THE CITY OF SURPRISE UNDER THE LAWS OF THE STATE OF ARIZONA.

IN ACCORDANCE WITH A.R.S. §§ 11-201, 11-251, AND 11-952, THIS AMENDMENT NO. 1 HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED IT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO MARICOPA COUNTY UNDER THE LAWS OF THE STATE OF ARIZONA.

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney Date

Deputy County Attorney Date

RESOLUTION # 2024-67

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA APPROVING AMENDMENT NO. 1 TO THE INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY FOR WORKFORCE DEVELOPMENT AGREEMENT.

WHEREAS, pursuant to Arizona Revised Statute §11-951, *et seq.*, the City of Surprise has the authority to enter into intergovernmental agreements with other governmental entities for the purposes set forth within;

WHEREAS, Workforce Development services are critical to the City's economic health, and a strategic investment and partnership with Arizona@Work Maricopa County will enhance employment services for Surprise businesses and career seekers;

WHEREAS, the City and County ("Parties") entered into an intergovernmental agreement, County Contract #C-22-23-121-X-00, effective July 1, 2023 (the "IGA" or the "Intergovernmental Agreement"), which is incorporated by reference, in order to continue the County's workforce development system in the Surprise Resource Center;

WHEREAS, the Parties desire to enter into Amendment No.1 in order to remove the monthly maximum invoice amounts, modify the frequency of invoicing from monthly to quarterly, and add Sections 31 and 32; and

WHEREAS, all other terms and conditions of the IGA remain in full force and effect except as amended by Amendment No. 1.

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

Section 1. The Amendment No. 1 to the Intergovernmental Agreement between the City of Surprise and the Maricopa County, attached as Exhibit A, is approved.

Section 2. The City Manager, or his designee, is hereby authorized to execute and submit all documents and other necessary or desirable instruments in connection with said agreement.

SIGNATURES TO FOLLOW ON NEXT PAGE

APPROVED AND ADOPTED this ____ day of _____, 2024.

Skip Hall, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Robert Wingo, City Attorney

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF SURPRISE AND MARICOPA COUNTY



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: May 21, 2024

Contact Person: Andrea Davis, DIRECTOR -
FINANCE

Submitting Department: Finance

District: Citywide

Staff Recommendations:

Consent: Yes

Regular: No

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to approval of amendments to the FY2025 Comprehensive Financial Management Policies; Resolution #2024-66.

Motion:

I move to approve Resolution #2024-66.

Background:

Comprehensive financial policies are an important element of solid financial structure and long-term financial planning. These policies, which are reviewed and updated annually, cover the areas of operating management, capital management, debt management, minimum fund balance, financial reporting and public safety pension funding.

Objective Analysis:

The City's financial policies provide the road map for financial operations and demonstrate the City's commitment to sound financial management practices.

Policy Compliant:

This item is compliant with City and Council policies and will meet the requirements set forth by A.R.S. §38-863.01.

Financial Impact:

The FY2025 Comprehensive Financial Management Policies will set the foundation for all fiscal activities of the City.

Budget Impact:

The FY2025 Comprehensive Financial Management Policies will set the foundation for all budgetary activities of the City.

FTE Impact:

This item does not have an impact on current staff levels.

ATTACHMENTS:

1. Redline - FY2025 Financial Policies 04152024
 2. Res 2024-66 FY25 Comprehensive Financial Management Policies_final
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**CITY OF SURPRISE, ARIZONA
COMPREHENSIVE FINANCIAL MANAGEMENT POLICIES
EFFECTIVE JULY 1, 2024³**

Introduction

The City Council strives to build a financially resilient government through financial policies and long-term financial planning. The City Council's Strategic Plan Framework, goals, and objectives provide the foundation for the comprehensive financial management policies. The City's comprehensive financial management policies provide the roadmap to achieve financial resiliency and demonstrate the City's commitment to sound financial management practices, as defined by the Government Finance Officers Association (GFOA). The GFOA has identified eight characteristics of a financially resilient government:

1. Diversity: Avoid reliance on a single solution.
2. Redundancy: Avoid having only one path of rescue.
3. Decentralization: Centralized systems look strong, but failure is catastrophic.
4. Transparency: Make it easier to figure out where a problem may lie. Share plans and listen when people point out flaws.
5. Collaboration: Working together to become stronger.
6. Fail Gracefully: Failure happens. Make sure failure won't make things worse.
7. Flexibility: Be ready to change when plans aren't working. Don't expect stability.
8. Foresight: Think and prepare.

Financial policies contribute to increased public confidence and trust as well as provide clear direction to City staff concerning the diligence and stewardship with which public monies are to be managed. Adopted financial policies show our citizens, the credit rating industry, and prospective investors (bond buyers) the City's commitment to financial resiliency. These policies are presented in the following five areas:

1. Operating Management
2. Capital Management
3. Debt Management
4. Minimum Fund Balance
5. Financial Reporting
6. Public Safety Pension Funding

Operating Management Policies

1. All departments will participate in the responsibility of meeting policy goals and ensuring long-term financial resiliency.
 2. The budget shall be considered balanced if revenues plus use of fund balance are equal to or exceed total expenses, by fund. The budget process is intended to weigh all competing requests for City resources, within expected fiscal constraints.
 3. The City Budget is adopted by department within each fund and by project in the capital funds.
 4. The full-time equivalent (FTE) count and number of full-time positions are adopted by department within each fund.
 5. Budget amendments will be done in accordance with the Budget Amendment Policies and Procedures.
-

Comprehensive Financial Management Policies

6. Long-range financial plans will be prepared to guide the City and ensure the delivery of needed services due to changes in the economy, service demands, and capital improvements.
7. Regional considerations and intergovernmental relationships will be evaluated to fund both operating services and capital projects.
8. The City Council will consider citizen input and review the operating and capital budget recommendations from an outcome and goals perspective.
9. A diversified revenue system will be developed to protect City services.
10. The City Council will set the amount to be received from primary property taxes annually. The amount is limited to one-hundred and two percent (102%) of the prior fiscal year's maximum allowable levy plus new construction and reimbursement for the prior calendar year's tort liability payments.
11. The City currently imposes a four and fifty-two hundredths percent (4.52%) transaction privilege tax on transient lodging. The four and fifty-two hundredths percent (4.52%) tax rate is then split, with three and fifty-two hundredths percent (3.52%) recorded in the Tourism Fund to be used for promoting tourism and one percent (1.0%) recorded in the General Fund. The three and fifty-two hundredths percent (3.52%) recorded in the Tourism Fund has been committed by City Council to be used for promoting tourism. Of the amount recorded in the Tourism Fund, the Tourism Fund Subcommittee has designated that seventy-five percent (75%) is spent for sports tourism facility development and improvement and twenty-five percent (25%) on marketing, studies, and special events. Any revenue generated by Tourism Funded special events will remain in the Tourism Fund for future use.
12. Water, Wastewater, Stormwater, and Solid Waste user fees and charges will be examined annually to ensure they recover all direct and indirect costs of service and will be approved by the City Council.
13. All user fees (excluding water, wastewater, stormwater, and solid waste) will be examined periodically to determine the direct and indirect cost of service recovery rate. The acceptable recovery rate and any associated changes to user fees and charges will be approved by the City Council.
14. Grant funding will be considered to leverage City funds and requires City Council approval prior to acceptance.
15. Cash balances identified for investments will be maintained in accordance with state law and the adopted investment policy to ensure that proper controls and safeguards are maintained. City funds will be managed with an emphasis on safety of principal, liquidity, and yield, in that order.
16. Employee compensation and benefits will be administered in accordance with the policy given by the City Council. Healthcare costs will be shared between the City and employees and this allocation will be evaluated annually.
17. The Healthcare Self-Insurance Trust Fund was created under the authority of Arizona Revised Statute § 11-981. The Board of Trustees is charged to administer the trust fund and "make recommendations to the City Council regarding trust fund programs, including amount of appropriations to assure stability and security of the trust fund."
18. An actuarial evaluation will be performed annually to determine the Incurred but Not Reported (IBNR) claim liability. This amount is required by accounting practices and represents the cost of unpaid claims (claims run-out), assuming the City stops being self-insured.

19. The City will optimize the efficiency and effectiveness of its services to reduce costs and improve service quality.
20. The City will maintain a methodology for allocating the City's indirect costs to service departments. A consultant may be hired to update the plan periodically.
21. All cash transfers between funds must be approved by City Council. Transfers to record capital assets within operating and capital funds are not presented to the City Council as these are administrative in nature.
22. All initial inter-fund loans must be approved by City Council.
23. All use of budgetary contingency accounts must be approved in accordance with the Budget Amendment Policies and Procedures prior to being expended.
24. A sustainable and consistent revenue source should be identified so that a portion of this source may be dedicated to asset replacement funding. The amount dedicated to asset replacement will be incrementally increased each year until an adequate amount has been established as determined during the annual budget process.
25. Separate asset replacement funds will be established in the areas including, but not limited to, Information Technology/Communications, Fleet, Facilities, Roads, and Community Services. The budget of each asset replacement fund will be managed by the appropriate department in order to meet the needs of their asset replacement program. As part of the annual budget process, asset replacement funding will be allocated across these funds and any unspent amount will carryover year to year.

Capital Management Policies

26. The City shall use an integrated approach to capital planning and financing in preparing a five-year Capital Improvement Plan. Only the first year of the plan will be adopted by the City Council.
 27. The Capital Improvement Plan will include funding to support repair and replacement of capital equipment and infrastructure. A high priority should be placed on those items where deferring maintenance will result in greater cost to restore or replace. Proposed capital projects will be prioritized based on the City Council's goals and objectives, the General Plan, and master plans.
 28. Future operating, maintenance, and replacement costs associated with new capital improvements will be included as a schedule within the annual budget document. Capital projects will include a fiscal impact statement disclosing the expected operating impact of the project and when such cost is expected to occur.
 29. The City currently imposes a three and seven-tenths percent (3.7%) transaction privilege tax on construction. The three and seven-tenths percent (3.7%) tax rate is then split, with two and two-tenths percent (2.2%) retained in the General Capital Fund and one and one-half percent (1.5%) recorded in the Transportation Improvement Fund. Revenue recorded in the Transportation Improvement Fund is to be dedicated to either the construction of new roadways, or the maintenance and operation of existing transportation corridors within the city.
 30. As permitted by state law, the City shall maintain a financial structure to ensure future development pays for itself and is not a burden on existing residents (i.e. "growth pays for growth"). Elements of this financial structure include impact fees, development agreements, Improvement Districts (IDs) and Community Facility Districts (CFDs).
 31. Impact fees for infrastructure attributable to new development will be reviewed at least every other year to ensure that fees recover all direct and indirect development-related expenses, as permitted by state law, and will be approved by the City Council.
-

Comprehensive Financial Management Policies

32. Any capital assets dedicated or donated to the City such as infrastructure, land, right-of-ways, easements, etc. must be approved by the City Council. Any capital asset dedicated or donated to the city must include a valuation.

Debt Management Policies

33. The City shall periodically report measurable steps taken in striving towards achieving and maintaining the highest possible bond ratings. This will minimize borrowing costs, optimize access to credit, and demonstrate excellent financial stewardship on behalf of our residents.
34. An analysis showing how a new debt issue combined with current outstanding debt impacts the City's debt capacity and conformance with City debt policies will accompany every proposal.
35. General Obligation debt, which is supported by property tax revenues, will be utilized as authorized by voters. Other types of voter-approved debt (e.g. water and wastewater) may also be utilized when they are supported by dedicated revenue sources (e.g. fees and user charges).
36. The Arizona Constitution provides that the general obligation bonded indebtedness for a city may not exceed twenty percent (20%) of the net secondary assessed valuation of the taxable property of the city for projects for purposes of water, wastewater, artificial light, open space preserves, parks and recreational facilities, public safety, law enforcement, fire and emergency services facilities, streets, and transportation facilities. Outstanding general obligation bonded indebtedness for all other purposes may not exceed six percent (6%) of the City's net secondary assessed valuation.
37. Trust agreements, and contractual debt, all of which are non-voter approved, will be utilized only when approved by City Council.
38. Improvement District (ID) and Community Facility District (CFD) bonds shall be permitted only when there is a general City benefit as defined and approved by the City Council.
39. Utility rates will be established to ensure the ratio of net revenues to debt service meets bond indenture requirements.
40. The City will follow appropriate procedures with regard to obligations under continuing disclosure undertakings as identified by the Securities and Exchange Commission under the Securities Exchange Act of 1934.
41. The City will follow appropriate procedures with regard to tax-exempt obligations as identified by the Internal Revenue Code of 1986.

Minimum Fund Balance Policies

42. Minimum fund balances are not intended to be spent. The purpose of the minimum fund balance is to ensure the City has adequate resources to meet its needs. If the necessity arises to draw down a fund balance below the minimum requirements that have been set, a plan to replenish the minimum fund balance will be presented to the City Council for approval.
43. Minimum fund balance requirements will be evaluated annually for long-term adequacy and use requirements.
44. The City has formally adopted a minimum fund balance policy for the following governmental funds:
 - a. The General Fund will maintain a reserve equal to at least three months of budgeted personnel, supplies, and services for the General Fund, ~~Ground Ambulance Fund~~, Sports and Tourism Fund, and Highway

User Revenue Fund. The City Council will commit ~~to~~ This amount ~~to~~ will be allocated across a three-part reserve as follows:

- i. Ten percent (10%) will be dedicated to an Emergency Reserve for unexpected, large-scale expenses resulting from events where immediate, remedial action must be taken to protect the health and safety of residents, all unassigned fund balance has been exhausted, and no amount previously appropriated by the City Council is otherwise available. Any use of the Emergency Reserve must be approved by the City Manager or designee. When this occurs, the City Manager shall provide a summary report to the City Council as soon as practical on the usage of these funds and have City Council approve any necessary budget amendments. At that time, the City Manager will also present a plan to restore the Emergency Reserve within the next fiscal year following the fiscal year in which the event occurred.
 - ii. Sixty percent (60%) will be dedicated to an Operating Reserve for unexpected events such as failure of the state to remit revenues to the City, loss of state shared revenues, or other impairment of a significant funding source for the remainder of the fiscal year. The Operating Reserve may also be used for unexpected mandates or other events that cause the City to incur unplanned expenses. The Operating Reserve allows for the continuance of critical City services due to these unanticipated events and is done so after all unassigned fund balance has been exhausted and no amount previously appropriated by the City Council is otherwise available. Any use of the Operating Reserve, and associated budget amendments, must be approved by the City Council and include a repayment plan that projects to restore the Operating Reserve within two fiscal years following the fiscal year in which the event occurred.
 - iii. Thirty percent (30%) will be dedicated to a Stabilization Reserve to provide funding to offset reductions in revenues resulting from fluctuations in the economic cycle that cannot be otherwise absorbed by the operating budget. The reserve funds will provide time for the City to restructure its operations in a deliberate manner to ensure continuance of critical City activities and is used after all unassigned fund balance has been exhausted and no amount previously appropriated by the City Council is otherwise available. Any use of the Budget Stabilization Reserve, and associated budget amendments, must be approved by the City Council and include a repayment plan, based on a multi-year financial projection, that plans to restore the Budget Stabilization Reserve within the three fiscal years following the fiscal year in which the event occurred.
- b. General Capital Fund of \$1.0M
 - c. Transportation Improvement Fund of \$0.5M
 - d. Street Light Improvement Districts (SLIDs). SLIDs have a maximum levy limit of \$1.20 per \$100 of assessed valuation in accordance with A.R.S. § 48-616. To the extent that the levy limit has not been exceeded, taxes will be levied at a rate that will approach an individual ending fund balance reserve of five percent (5%) of its budgeted annual expenses.
 - e. Tourism Fund of \$5,000.
 - f. The Spring Training Ticket Surcharge Fund will have a minimum fund balance of \$600,000. Any excess fund balance remaining as of June 30 shall be remitted to the General Fund.

g. The Water Fund will have a four-part reserve as follows:

~~g.~~

Comprehensive Financial Management Policies

- i. The City will maintain an Operating Reserve equal to the average of budgeted personnel, supplies, and services expenses over a three-month period for that year's Council Adopted Budget for the Water Fund.
 - ii. The City will maintain an Asset Reserve equal to two percent (2%) of tangible capital assets of the system as of June 30 from the previous fiscal year.
 - iii. The City will maintain a Rate Stabilization Reserve equal to five percent (5%) of the total charges for services revenue. Monies may be withdrawn from this reserve to supplement operating revenue shortfalls caused by various economic factors which may cause either reduced revenues or an unforeseen increase in expenses. Any use of the Rate Stabilization Reserve, and associated budget amendments, must be approved by the City Council and include a repayment plan, based on a multi-year financial projection, that plans to restore the Rate Stabilization Reserve within the four fiscal years following the fiscal year in which the event occurred.
 - iv. The City will maintain a Resource Portfolio Reserve equal to fifteen percent (15%) of the total cost of delivery and capital charges for Municipal and Industrial plus the Phoenix Active Management Area (AMA) Underground Storage charges multiplied by the total amount of the City's Central Arizona Project (CAP) allocation.
- h. The Wastewater Fund will have a three-part reserve as follows:
 - i. The City will maintain an Operating Reserve equal to the average of budgeted personnel, supplies, and services expenses over a three-month period for that year's Council Adopted Budget for the Wastewater Fund.
 - ii. The City will maintain an Asset Reserve equal to two percent (2%) of tangible capital assets of the system as of June 30 from the previous fiscal year.
 - iii. The City will maintain a Rate Stabilization Reserve equal to five percent (5%) of the total charges for services revenue. Monies may be withdrawn from this reserve to supplement operating revenue shortfalls caused by various economic factors which may cause either reduced revenues or an unforeseen increase in expenses. Any use of the Rate Stabilization Reserve, and associated budget amendments, must be approved by the City Council and include a repayment plan, based on a multi-year financial projection, that plans to restore the Rate Stabilization Reserve within the four fiscal years following the fiscal year in which the event occurred.
- i. The Stormwater Fund will have a three-part reserve as follows:
 - i. The City will maintain an amount equal to the average budgeted personnel, supplies, and services expenses over a two-month period for that year's Council Adopted Budget for the Stormwater Fund.
 - ii. The City will maintain an amount equal to two percent (2%) of tangible capital assets of the system as of June 30 from the previous fiscal year for repair and replacement.
 - iii. The City will maintain a Rate Stabilization Reserve equal to five percent (5%) of the total revenues collected through charges for services. Monies may be withdrawn from this reserve to supplement operating revenue shortfalls caused by various economic factors which may cause either reduced revenues or an unforeseen increase in expenses. Any use of the Rate Stabilization Reserve, and associated budget amendments, must be approved by the City

Council and include a repayment plan, based on a multi-year financial projection, that plans to restore the Rate Stabilization Reserve within the four fiscal years following the fiscal year in which the event occurred.

- j. The Solid Waste Fund will have a four-part reserve as follows:
 - i. The City will maintain an Operating Reserve equal to the average of budgeted personnel, supplies, and services expenses over a three-month period for that year's Council Adopted Budget for the Solid Waste Fund.
 - ii. The City will maintain an Asset Reserve equal to two percent (2%) of tangible capital assets of the system as of June 30 from the previous fiscal year.
 - iii. The City will maintain a Rate Stabilization Reserve equal to five percent (5%) of the total charges for services revenue. Monies may be withdrawn from this reserve to supplement operating revenue shortfalls caused by various economic factors which may cause either reduced revenues or an unforeseen increase in expenses. Any use of the Rate Stabilization Reserve, and associated budget amendments, must be approved by the City Council and include a repayment plan, based on a multi-year financial projection, that plans to restore the Rate Stabilization Reserve within the four fiscal years following the fiscal year in which the event occurred.
 - iv. As the Solid Waste Utility has excess revenues, the City will maintain a phased Contingency Reserve equal to one-half percent (0.5%) of personnel, supplies and services expenses beginning in FY2022 and increased to one percent (1%) for each subsequent year through FY2024.
- k. The Risk Management Fund will maintain an amount that, together with purchased insurance policies, will adequately indemnify the City. The appropriate funding level will be set at three times the maximum annual loss of \$250,000 which is equal to \$750,000, which will be approved by the City Council.
- l. The Healthcare Self-Insurance Trust Fund ("Trust Fund") will maintain an amount at a level which, together with purchased insurance policies (individual and aggregate stop loss), will adequately indemnify the City. The City has established an Adverse Times Reserve. The purpose of this reserve is to address cash flow needs caused by periods in which claim payments exceed projections. The target amount of this reserve is at least twenty-five percent (25%) of expected annual claims. If, at any time prior to the end of the fiscal year, the Trust Fund's target reserve is met and fully funded for the entire fiscal year based on the original budget projections approved by the City Council, the Finance Director shall document such funding and, after consulting with the City Manager, may conduct an evaluation of the claims incurred by the Trust Fund year to date, and if fiscally and financially prudent based on the claims incurred, Transfer from the City's various operating funds only that portion of the Employer premium necessary to cover actual claims incurred, such that the Trust Fund revenues are equal to the Trust Fund expenses, and the Trust Fund account experiences a zero change in net position. At all times the City will continue to transfer and deposit into the Trust Fund 100% of the monthly employee premiums collected.
- m. The Workers' Compensation Trust Fund will maintain an amount which, together with the purchased excess insurance policy will adequately indemnify the City. The City has established an Adverse Times Reserve of \$23,000,000. The purpose of this reserve is to maintain the regulatory required reserve and industry standard reserve.

fn.

Comprehensive Financial Management Policies

n. Other funds, such as the Net Premium Seating Fund, have minimum fund balance requirements which are established by contract. These requirements will be monitored annually as part of the budget process to ensure compliance with contractual agreements.

n. City Council will commit the fund balance for the Transportation Improvement Fund, Net Premium Seating Fund, and Sports and Tourism Fund. These funds are constrained to a specific use.

o.

Financial Reporting Policies

45. The City's Finance Director will develop standard operating procedures to ensure the City's accounting and financial reporting systems are maintained in conformance with all state and federal laws, Generally Accepted Accounting Principles (GAAP) and the standards of the Governmental Accounting Standards Board (GASB).

46. An annual audit will be performed by an independent public accounting firm. The City will prepare an Annual Comprehensive Financial Report (ACFR) with the objective of receiving an unmodified ("clean") audit opinion. The independent auditor will present and discuss audit findings regarding internal controls and operational issues to the Audit Committee at a public meeting.

ACFR Fund Balance Reporting

1. The hierarchy from least spendable to most spendable fund balance for governmental funds of the City shall be: non-spendable, restricted, committed, assigned and unassigned. When funds are available from multiple classifications, it is the City's policy to utilize the most restrictive funding first.
2. Non-spendable fund balances are determined solely by their form.
3. Restricted fund balances are determined solely by the constraints placed on the use of the resources.
4. Committed fund balance represents amounts that have been constrained to a specific use by the formal action of the City's highest level of decision-making authority, the City Council. A majority vote of the City Council is necessary to establish, modify, or rescind a fund balance commitment.
5. The City has elected the following commitments of fund balance to be standardized from year to year.
 - a. A commitment for repair and replacement of general government vehicles and other rolling stock will be maintained based upon lifecycle replacement plans prepared annually. This commitment shall be maintained in the Vehicle Replacement Fund.
 - b. A commitment of a one and one-half percent (1.5%) construction sales tax to be used solely for the purposes of paying costs related to new roadways and to refurbish existing transportation corridors, to be maintained in the Transportation Improvement Fund (Ordinance No. 05-13).
 - c. In addition to the two and fifty-two hundredths percent (2.52%) transient lodging tax restricted by state statute, a commitment of an additional 1.0% transient lodging tax for a total of three and fifty-two hundredths percent (3.52%) will be used to promote tourism and be maintained in the Tourism Fund (Ordinance No. 2010-04).

6. In order to be reported as committed fund balance in the ACFR the City Council must approve the commitments prior to June 30th. However, the amount of the commitment may be determined after June 30th.

7. Amounts that have been constrained by the City's intent to be used for a specific purpose and are neither restricted nor committed are reported as assigned fund balance. The City Council has designated the authority to assign amounts to be used for specific purposes to the Chief Financial Officer (CFO).

47. The City's ACFR will be submitted annually to the Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting program.

48. The City's Budget will be submitted to the Government Finance Officers Association (GFOA) Distinguished Budget Presentation program.

49. A financial report will be presented to the City Council no less than quarterly.

Public Safety Pension Funding

50. The City Council formally accepts the assets, liabilities, and current funding ratio of the City's PSPRS trust funds from the June 30, 2023 actuarial valuation, which are detailed below.

Trust Fund	Assets	Accrued Liability	Unfunded Actuarial Accrued Liability	Funded Ratio
Surprise Police	\$ <u>72,704,552</u>	\$ <u>108,759,421</u>	\$ <u>36,054,869</u>	<u>66.8</u> %
Surprise Fire	\$ <u>84,850,035</u>	\$ <u>105,043,890</u>	\$ <u>20,193,855</u>	<u>80.8</u> %
City of Surprise Totals	\$ <u>157,554,587</u>	\$ <u>213,803,311</u>	\$ <u>56,248,724</u>	<u>73.7</u> %

51. The City Council's PSPRS funding ratio goal is 100% (fully funded) by June 30, 2036. To achieve this goal, the City will do the following:

- Pay the Annual Required Contribution (ARC) payment from operating funds. The estimated combined ARC for FY2025 is \$10,006,364.
- Fund the fiscal year annual pension cost at the beginning of each fiscal year with the budgeted contribution amounts as estimated based on actuarial reports. The budgeted contribution amount will be based on the highest potential cost assuming that each qualifying position participating in PSPRS is fully staffed. If, during the course of the year, the required contribution amount exceeds the original budgeted amount, the City will contribute the additional funds on a per pay period basis to meet its funding obligations.
- Establish a Public Safety Pension Reserve dedicated for the PSPRS unfunded liability. During year-end close, or at such other time as economically feasible as determined by the Finance Director and City Manager, and approved by Council, the amount of budget in excess of actual expenditures for the police and fire departments - personnel, supplies and service categories (operating expenses), within the General Fund, will be transferred into the Public Safety Pension Reserve.
- The City's Finance Department will provide an annual update on the financial position of the PSPRS trust funds to City Council.

Comprehensive Financial Management Policies

- e. During the annual budget process or at such other time as economically feasible as determined by the Finance Director and approved by Council, Council will review the feasibility of making additional payments to the Public Safety Pension Reserve.

RESOLUTION # 2024-66

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA UPDATING THE CITY OF SURPRISE COMPREHENSIVE FINANCIAL MANAGEMENT POLICIES FOR FISCAL YEAR 2025 AND REPEALING CONFLICTING RESOLUTIONS.

WHEREAS, the City desires to establish sound financial policies and principles to contribute to sound financial management continuity in handling financial affairs and preserving the City's fiscal integrity;

WHEREAS, the City currently has in place a set of Comprehensive Financial Management Policies, in order to achieve sound financial management continuity in handling its financial affairs and to preserve its fiscal integrity; and

WHEREAS, the City now desires to update the Comprehensive Financial Management Policies for the 2025 Fiscal Year.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Surprise, Arizona, as follows.

Section 1. The Fiscal Year 2025 Comprehensive Financial Management Policies set forth in *Exhibit A* attached hereto and incorporated by reference herein is adopted effective as of July 1, 2024, the beginning of Fiscal Year 2025.

Section 2. All resolutions in conflict with the provisions of this Resolution are repealed.

Section 3. The Finance Director is hereby authorized and directed to take the appropriate steps to incorporate the changes into the Comprehensive Financial Management Policies of the City of Surprise and disseminate the new policies as necessary.

APPROVED AND ADOPTED this ____ day of _____, 2024.

Skip Hall, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Robert Wingo, City Attorney

EXHIBIT A
FISCAL YEAR 2025
COMPREHENSIVE FINANCIAL MANAGEMENT POLICIES

**CITY OF SURPRISE, ARIZONA
COMPREHENSIVE FINANCIAL MANAGEMENT POLICIES
EFFECTIVE JULY 1, 2024**

Introduction

The City Council strives to build a financially resilient government through financial policies and long-term financial planning. The City Council's Strategic Plan Framework, goals, and objectives provide the foundation for the comprehensive financial management policies. The City's comprehensive financial management policies provide the roadmap to achieve financial resiliency and demonstrate the City's commitment to sound financial management practices, as defined by the Government Finance Officers Association (GFOA). The GFOA has identified eight characteristics of a financially resilient government:

1. Diversity: Avoid reliance on a single solution.
2. Redundancy: Avoid having only one path of rescue.
3. Decentralization: Centralized systems look strong, but failure is catastrophic.
4. Transparency: Make it easier to figure out where a problem may lie. Share plans and listen when people point out flaws.
5. Collaboration: Working together to become stronger.
6. Fail Gracefully: Failure happens. Make sure failure won't make things worse.
7. Flexibility: Be ready to change when plans aren't working. Don't expect stability.
8. Foresight: Think and prepare.

Financial policies contribute to increased public confidence and trust as well as provide clear direction to City staff concerning the diligence and stewardship with which public monies are to be managed. Adopted financial policies show our citizens, the credit rating industry, and prospective investors (bond buyers) the City's commitment to financial resiliency. These policies are presented in the following six areas:

1. Operating Management
2. Capital Management
3. Debt Management
4. Minimum Fund Balance
5. Financial Reporting
6. Public Safety Pension Funding

Operating Management Policies

1. All departments will participate in the responsibility of meeting policy goals and ensuring long-term financial resiliency.
 2. The budget shall be considered balanced if revenues plus use of fund balance are equal to or exceed total expenses, by fund. The budget process is intended to weigh all competing requests for City resources, within expected fiscal constraints.
 3. The City Budget is adopted by department within each fund and by project in the capital funds.
 4. The full-time equivalent (FTE) count and number of full-time positions are adopted by department within each fund.
 5. Budget amendments will be done in accordance with the Budget Amendment Policies and Procedures.
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Comprehensive Financial Management Policies

6. Long-range financial plans will be prepared to guide the City and ensure the delivery of needed services due to changes in the economy, service demands, and capital improvements.
 7. Regional considerations and intergovernmental relationships will be evaluated to fund both operating services and capital projects.
 8. The City Council will consider citizen input and review the operating and capital budget recommendations from an outcome and goals perspective.
 9. A diversified revenue system will be developed to protect City services.
 10. The City Council will set the amount to be received from primary property taxes annually. The amount is limited to one-hundred and two percent (102%) of the prior fiscal year's maximum allowable levy plus new construction and reimbursement for the prior calendar year's tort liability payments.
 11. The City currently imposes a four and fifty-two hundredths percent (4.52%) transaction privilege tax on transient lodging. The four and fifty-two hundredths percent (4.52%) tax rate is then split, with three and fifty-two hundredths percent (3.52%) recorded in the Tourism Fund to be used for promoting tourism and one percent (1.0%) recorded in the General Fund. The three and fifty-two hundredths percent (3.52%) recorded in the Tourism Fund has been committed by City Council to be used for promoting tourism. Of the amount recorded in the Tourism Fund, the Tourism Fund Subcommittee has designated that seventy-five percent (75%) is spent for sports tourism facility development and improvement and twenty-five percent (25%) on marketing, studies, and special events. Any revenue generated by Tourism Funded special events will remain in the Tourism Fund for future use.
 12. Water, Wastewater, Stormwater, and Solid Waste user fees and charges will be examined annually to ensure they recover all direct and indirect costs of service and will be approved by the City Council.
 13. All user fees (excluding water, wastewater, stormwater, and solid waste) will be examined periodically to determine the direct and indirect cost of service recovery rate. The acceptable recovery rate and any associated changes to user fees and charges will be approved by the City Council.
 14. Grant funding will be considered to leverage City funds and requires City Council approval prior to acceptance.
 15. Cash balances identified for investments will be maintained in accordance with state law and the adopted investment policy to ensure that proper controls and safeguards are maintained. City funds will be managed with an emphasis on safety of principal, liquidity, and yield, in that order.
 16. Employee compensation and benefits will be administered in accordance with the policy given by the City Council. Healthcare costs will be shared between the City and employees and this allocation will be evaluated annually.
 17. The Healthcare Self-Insurance Trust Fund was created under the authority of Arizona Revised Statute § 11-981. The Board of Trustees is charged to administer the trust fund and "make recommendations to the City Council regarding trust fund programs, including amount of appropriations to assure stability and security of the trust fund."
 18. An actuarial evaluation will be performed annually to determine the Incurred but Not Reported (IBNR) claim liability. This amount is required by accounting practices and represents the cost of unpaid claims (claims run-out), assuming the City stops being self-insured.
 19. The City will optimize the efficiency and effectiveness of its services to reduce costs and improve service quality.
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20. The City will maintain a methodology for allocating the City's indirect costs to service departments. A consultant may be hired to update the plan periodically.
21. All cash transfers between funds must be approved by City Council. Transfers to record capital assets within operating and capital funds are not presented to the City Council as these are administrative in nature.
22. All initial inter-fund loans must be approved by City Council.
23. All use of budgetary contingency accounts must be approved in accordance with the Budget Amendment Policies and Procedures prior to being expended.
24. A sustainable and consistent revenue source should be identified so that a portion of this source may be dedicated to asset replacement funding. The amount dedicated to asset replacement will be incrementally increased each year until an adequate amount has been established as determined during the annual budget process.
25. Separate asset replacement funds will be established in the areas including, but not limited to, Information Technology/Communications, Fleet, Facilities, Roads, and Community Services. The budget of each asset replacement fund will be managed by the appropriate department in order to meet the needs of their asset replacement program. As part of the annual budget process, asset replacement funding will be allocated across these funds and any unspent amount will carryover year to year.

Capital Management Policies

26. The City shall use an integrated approach to capital planning and financing in preparing a five-year Capital Improvement Plan. Only the first year of the plan will be adopted by the City Council.
 27. The Capital Improvement Plan will include funding to support repair and replacement of capital equipment and infrastructure. A high priority should be placed on those items where deferring maintenance will result in greater cost to restore or replace. Proposed capital projects will be prioritized based on the City Council's goals and objectives, the General Plan, and master plans.
 28. Future operating, maintenance, and replacement costs associated with new capital improvements will be included as a schedule within the annual budget document. Capital projects will include a fiscal impact statement disclosing the expected operating impact of the project and when such cost is expected to occur.
 29. The City currently imposes a three and seven-tenths percent (3.7%) transaction privilege tax on construction. The three and seven-tenths percent (3.7%) tax rate is then split, with two and two-tenths percent (2.2%) retained in the General Capital Fund and one and one-half percent (1.5%) recorded in the Transportation Improvement Fund. Revenue recorded in the Transportation Improvement Fund is to be dedicated to either the construction of new roadways, or the maintenance and operation of existing transportation corridors within the city.
 30. As permitted by state law, the City shall maintain a financial structure to ensure future development pays for itself and is not a burden on existing residents (i.e. "growth pays for growth"). Elements of this financial structure include impact fees, development agreements, Improvement Districts (IDs) and Community Facility Districts (CFDs).
 31. Impact fees for infrastructure attributable to new development will be reviewed at least every other year to ensure that fees recover all direct and indirect development-related expenses, as permitted by state law, and will be approved by the City Council.
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Comprehensive Financial Management Policies

32. Any capital assets dedicated or donated to the City such as infrastructure, land, right-of-ways, easements, etc. must be approved by the City Council. Any capital asset dedicated or donated to the city must include a valuation.

Debt Management Policies

33. The City shall periodically report measurable steps taken in striving towards achieving and maintaining the highest possible bond ratings. This will minimize borrowing costs, optimize access to credit, and demonstrate excellent financial stewardship on behalf of our residents.
34. An analysis showing how a new debt issue combined with current outstanding debt impacts the City's debt capacity and conformance with City debt policies will accompany every proposal.
35. General Obligation debt, which is supported by property tax revenues, will be utilized as authorized by voters. Other types of voter-approved debt (e.g. water and wastewater) may also be utilized when they are supported by dedicated revenue sources (e.g. fees and user charges).
36. The Arizona Constitution provides that the general obligation bonded indebtedness for a city may not exceed twenty percent (20%) of the net secondary assessed valuation of the taxable property of the city for projects for purposes of water, wastewater, artificial light, open space preserves, parks and recreational facilities, public safety, law enforcement, fire and emergency services facilities, streets, and transportation facilities. Outstanding general obligation bonded indebtedness for all other purposes may not exceed six percent (6%) of the City's net secondary assessed valuation.
37. Trust agreements, and contractual debt, all of which are non-voter approved, will be utilized only when approved by City Council.
38. Improvement District (ID) and Community Facility District (CFD) bonds shall be permitted only when there is a general City benefit as defined and approved by the City Council.
39. Utility rates will be established to ensure the ratio of net revenues to debt service meets bond indenture requirements.
40. The City will follow appropriate procedures with regard to obligations under continuing disclosure undertakings as identified by the Securities and Exchange Commission under the Securities Exchange Act of 1934.
41. The City will follow appropriate procedures with regard to tax-exempt obligations as identified by the Internal Revenue Code of 1986.

Minimum Fund Balance Policies

42. Minimum fund balances are not intended to be spent. The purpose of the minimum fund balance is to ensure the City has adequate resources to meet its needs. If the necessity arises to draw down a fund balance below the minimum requirements that have been set, a plan to replenish the minimum fund balance will be presented to the City Council for approval.
43. Minimum fund balance requirements will be evaluated annually for long-term adequacy and use requirements.
44. The City has formally adopted a minimum fund balance policy for the following governmental funds:
 - a. The General Fund will maintain a reserve equal to at least three months of budgeted personnel, supplies, and services for the General Fund, Sports and Tourism Fund, and Highway User Revenue Fund. The City Council will commit this amount to be allocated across a three-part reserve as follows:

- i. Ten percent (10%) will be dedicated to an Emergency Reserve for unexpected, large-scale expenses resulting from events where immediate, remedial action must be taken to protect the health and safety of residents, all unassigned fund balance has been exhausted, and no amount previously appropriated by the City Council is otherwise available. Any use of the Emergency Reserve must be approved by the City Manager or designee. When this occurs, the City Manager shall provide a summary report to the City Council as soon as practical on the usage of these funds and have City Council approve any necessary budget amendments. At that time, the City Manager will also present a plan to restore the Emergency Reserve within the next fiscal year following the fiscal year in which the event occurred.
 - ii. Sixty percent (60%) will be dedicated to an Operating Reserve for unexpected events such as failure of the state to remit revenues to the City, loss of state shared revenues, or other impairment of a significant funding source for the remainder of the fiscal year. The Operating Reserve may also be used for unexpected mandates or other events that cause the City to incur unplanned expenses. The Operating Reserve allows for the continuance of critical City services due to these unanticipated events and is done so after all unassigned fund balance has been exhausted and no amount previously appropriated by the City Council is otherwise available. Any use of the Operating Reserve, and associated budget amendments, must be approved by the City Council and include a repayment plan that projects to restore the Operating Reserve within two fiscal years following the fiscal year in which the event occurred.
 - iii. Thirty percent (30%) will be dedicated to a Stabilization Reserve to provide funding to offset reductions in revenues resulting from fluctuations in the economic cycle that cannot be otherwise absorbed by the operating budget. The reserve funds will provide time for the City to restructure its operations in a deliberate manner to ensure continuance of critical City activities and is used after all unassigned fund balance has been exhausted and no amount previously appropriated by the City Council is otherwise available. Any use of the Budget Stabilization Reserve, and associated budget amendments, must be approved by the City Council and include a repayment plan, based on a multi-year financial projection, that plans to restore the Budget Stabilization Reserve within the three fiscal years following the fiscal year in which the event occurred.
- b. General Capital Fund of \$1.0M
- c. Transportation Improvement Fund of \$0.5M
- d. Street Light Improvement Districts (SLIDs). SLIDs have a maximum levy limit of \$1.20 per \$100 of assessed valuation in accordance with A.R.S. § 48-616. To the extent that the levy limit has not been exceeded, taxes will be levied at a rate that will approach an individual ending fund balance reserve of five percent (5%) of its budgeted annual expenses.
- e. Tourism Fund of \$5,000.
- f. The Spring Training Ticket Surcharge Fund will have a minimum fund balance of \$600,000. Any excess fund balance remaining as of June 30 shall be remitted to the General Fund.
- g. The Water Fund will have a four-part reserve as follows:
 - i. The City will maintain an Operating Reserve equal to the average of budgeted personnel, supplies, and services expenses over a three-month period for that year's Council Adopted Budget for the Water Fund.

Comprehensive Financial Management Policies

- ii. The City will maintain an Asset Reserve equal to two percent (2%) of tangible capital assets of the system as of June 30 from the previous fiscal year.
 - iii. The City will maintain a Rate Stabilization Reserve equal to five percent (5%) of the total charges for services revenue. Monies may be withdrawn from this reserve to supplement operating revenue shortfalls caused by various economic factors which may cause either reduced revenues or an unforeseen increase in expenses. Any use of the Rate Stabilization Reserve, and associated budget amendments, must be approved by the City Council and include a repayment plan, based on a multi-year financial projection, that plans to restore the Rate Stabilization Reserve within the four fiscal years following the fiscal year in which the event occurred.
 - iv. The City will maintain a Resource Portfolio Reserve equal to fifteen percent (15%) of the total cost of delivery and capital charges for Municipal and Industrial plus the Phoenix Active Management Area (AMA) Underground Storage charges multiplied by the total amount of the City's Central Arizona Project (CAP) allocation.
- h. The Wastewater Fund will have a three-part reserve as follows:
- i. The City will maintain an Operating Reserve equal to the average of budgeted personnel, supplies, and services expenses over a three-month period for that year's Council Adopted Budget for the Wastewater Fund.
 - ii. The City will maintain an Asset Reserve equal to two percent (2%) of tangible capital assets of the system as of June 30 from the previous fiscal year.
 - iii. The City will maintain a Rate Stabilization Reserve equal to five percent (5%) of the total charges for services revenue. Monies may be withdrawn from this reserve to supplement operating revenue shortfalls caused by various economic factors which may cause either reduced revenues or an unforeseen increase in expenses. Any use of the Rate Stabilization Reserve, and associated budget amendments, must be approved by the City Council and include a repayment plan, based on a multi-year financial projection, that plans to restore the Rate Stabilization Reserve within the four fiscal years following the fiscal year in which the event occurred.
- i. The Stormwater Fund will have a three-part reserve as follows:
- i. The City will maintain an amount equal to the average budgeted personnel, supplies, and services expenses over a two-month period for that year's Council Adopted Budget for the Stormwater Fund.
 - ii. The City will maintain an amount equal to two percent (2%) of tangible capital assets of the system as of June 30 from the previous fiscal year for repair and replacement.
 - iii. The City will maintain a Rate Stabilization Reserve equal to five percent (5%) of the total revenues collected through charges for services. Monies may be withdrawn from this reserve to supplement operating revenue shortfalls caused by various economic factors which may cause either reduced revenues or an unforeseen increase in expenses. Any use of the Rate Stabilization Reserve, and associated budget amendments, must be approved by the City Council and include a repayment plan, based on a multi-year financial projection, that plans to restore the Rate Stabilization Reserve within the four fiscal years following the fiscal year in which the event occurred.

- j. The Solid Waste Fund will have a four-part reserve as follows:
 - i. The City will maintain an Operating Reserve equal to the average of budgeted personnel, supplies, and services expenses over a three-month period for that year's Council Adopted Budget for the Solid Waste Fund.
 - ii. The City will maintain an Asset Reserve equal to two percent (2%) of tangible capital assets of the system as of June 30 from the previous fiscal year.
 - iii. The City will maintain a Rate Stabilization Reserve equal to five percent (5%) of the total charges for services revenue. Monies may be withdrawn from this reserve to supplement operating revenue shortfalls caused by various economic factors which may cause either reduced revenues or an unforeseen increase in expenses. Any use of the Rate Stabilization Reserve, and associated budget amendments, must be approved by the City Council and include a repayment plan, based on a multi-year financial projection, that plans to restore the Rate Stabilization Reserve within the four fiscal years following the fiscal year in which the event occurred.
 - iv. As the Solid Waste Utility has excess revenues, the City will maintain a phased Contingency Reserve equal to one-half percent (0.5%) of personnel, supplies and services expenses beginning in FY2022 and increased to one percent (1%) for each subsequent year through FY2024.
 - k. The Risk Management Fund will maintain an amount that, together with purchased insurance policies, will adequately indemnify the City. The appropriate funding level will be set at three times the maximum annual loss of \$250,000 which is equal to \$750,000, which will be approved by the City Council.
 - l. The Healthcare Self-Insurance Trust Fund ("Trust Fund") will maintain an amount at a level which, together with purchased insurance policies (individual and aggregate stop loss), will adequately indemnify the City. The City has established an Adverse Times Reserve. The purpose of this reserve is to address cash flow needs caused by periods in which claim payments exceed projections. The target amount of this reserve is at least twenty-five percent (25%) of expected annual claims. If, at any time prior to the end of the fiscal year, the Trust Fund's target reserve is met and fully funded for the entire fiscal year based on the original budget projections approved by the City Council, the Finance Director shall document such funding and, after consulting with the City Manager, may conduct an evaluation of the claims incurred by the Trust Fund year to date, and if fiscally and financially prudent based on the claims incurred, Transfer from the City's various operating funds only that portion of the Employer premium necessary to cover actual claims incurred, such that the Trust Fund revenues are equal to the Trust Fund expenses, and the Trust Fund account experiences a zero change in net position. At all times the City will continue to transfer and deposit into the Trust Fund 100% of the monthly employee premiums collected.
 - m. The Workers' Compensation Trust Fund will maintain an amount which, together with the purchased excess insurance policy will adequately indemnify the City. The City has established an Adverse Times Reserve of \$2,000,000. The purpose of this reserve is to maintain the regulatory required reserve and industry standard reserve.
 - n. Other funds, such as the Net Premium Seating Fund, have minimum fund balance requirements which are established by contract. These requirements will be monitored annually as part of the budget process to ensure compliance with contractual agreements.
 - o. City Council will commit the fund balance for the Transportation Improvement Fund, Net Premium Seating Fund, and Sports and Tourism Fund. These funds are constrained to a specific use.
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Comprehensive Financial Management Policies

Financial Reporting Policies

45. The City's Finance Director will develop standard operating procedures to ensure the City's accounting and financial reporting systems are maintained in conformance with all state and federal laws, Generally Accepted Accounting Principles (GAAP) and the standards of the Governmental Accounting Standards Board (GASB).
46. An annual audit will be performed by an independent public accounting firm. The City will prepare an Annual Comprehensive Financial Report (ACFR) with the objective of receiving an unmodified ("clean") audit opinion. The independent auditor will present and discuss audit findings regarding internal controls and operational issues to the Audit Committee at a public meeting.

ACFR Fund Balance Reporting

1. The hierarchy from least spendable to most spendable fund balance for governmental funds of the City shall be: non-spendable, restricted, committed, assigned and unassigned. When funds are available from multiple classifications, it is the City's policy to utilize the most restrictive funding first.
 2. Non-spendable fund balances are determined solely by their form.
 3. Restricted fund balances are determined solely by the constraints placed on the use of the resources.
 4. Committed fund balance represents amounts that have been constrained to a specific use by the formal action of the City's highest level of decision-making authority, the City Council. A majority vote of the City Council is necessary to establish, modify, or rescind a fund balance commitment.
 5. The City has elected the following commitments of fund balance to be standardized from year to year.
 - a. A commitment for repair and replacement of general government vehicles and other rolling stock will be maintained based upon lifecycle replacement plans prepared annually. This commitment shall be maintained in the Vehicle Replacement Fund.
 - b. A commitment of a one and one-half percent (1.5%) construction sales tax to be used solely for the purposes of paying costs related to new roadways and to refurbish existing transportation corridors, to be maintained in the Transportation Improvement Fund (Ordinance No. 05-13).
 - c. In addition to the two and fifty-two hundredths percent (2.52%) transient lodging tax restricted by state statute, a commitment of an additional 1.0% transient lodging tax for a total of three and fifty-two hundredths percent (3.52%) will be used to promote tourism and be maintained in the Tourism Fund (Ordinance No. 2010-04).
 6. In order to be reported as committed fund balance in the ACFR the City Council must approve the commitments prior to June 30th. However, the amount of the commitment may be determined after June 30th.
 7. Amounts that have been constrained by the City's intent to be used for a specific purpose and are neither restricted nor committed are reported as assigned fund balance. The City Council has designated the authority to assign amounts to be used for specific purposes to the Chief Financial Officer (CFO).
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47. The City's ACFR will be submitted annually to the Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting program.
48. The City's Budget will be submitted to the Government Finance Officers Association (GFOA) Distinguished Budget Presentation program.
49. A financial report will be presented to the City Council no less than quarterly.

Public Safety Pension Funding

50. The City Council formally accepts the assets, liabilities, and current funding ratio of the City's PSPRS trust funds from the June 30, 2023 actuarial valuation, which are detailed below.

Trust Fund	Assets	Accrued Liability	Unfunded Actuarial Accrued Liability	Funded Ratio
Surprise Police	\$72,704,552	\$108,759,421	\$36,054,869	66.8%
Surprise Fire	\$84,850,035	\$105,043,890	\$20,193,855	80.8%
City of Surprise Totals	\$157,554,587	\$213,803,311	\$56,248,724	73.7%

51. The City Council's PSPRS funding ratio goal is 100% (fully funded) by June 30, 2036. To achieve this goal, the City will do the following:
 - a. Pay the Annual Required Contribution (ARC) payment from operating funds. The estimated combined ARC for FY2025 is \$10,006,364.
 - b. Fund the fiscal year annual pension cost at the beginning of each fiscal year with the budgeted contribution amounts as estimated based on actuarial reports. The budgeted contribution amount will be based on the highest potential cost assuming that each qualifying position participating in PSPRS is fully staffed. If, during the course of the year, the required contribution amount exceeds the original budgeted amount, the City will contribute the additional funds on a per pay period basis to meet its funding obligations.
 - c. Establish a Public Safety Pension Reserve dedicated for the PSPRS unfunded liability. During year-end close, or at such other time as economically feasible as determined by the Finance Director and City Manager, and approved by Council, the amount of budget in excess of actual expenditures for the police and fire departments - personnel, supplies and service categories (operating expenses), within the General Fund, will be transferred into the Public Safety Pension Reserve.
 - d. The City's Finance Department will provide an annual update on the financial position of the PSPRS trust funds to City Council.
 - e. During the annual budget process or at such other time as economically feasible as determined by the Finance Director and approved by Council, Council will review the feasibility of making additional payments to the Public Safety Pension Reserve.



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: May 21, 2024

Contact Person: Eric Fitzer, Director of Strategic Initiatives

Submitting Department: City Manager Office
Staff Recommendations:

District: District 1

Consent: Yes

Regular: No

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to approval of a Cell Tower Lease Agreement at the Desert Oasis Water Supply Facility; Resolution #2024-84.

Motion:

I move to approve Resolution #2024-84.

Background:

The City owns property at 16841 W. Jomax Road identified as Assessors Parcel Number (APN#) 503-73-174B known as the Desert Oasis Water Supply Facility.

To help facilitate increased wireless cellular coverage, the City has worked with TowerCom to propose a site for a new 65' tall monopole tower that will facilitate multiple locations. The proposed tower is located just west of the southwest corner of 169th Avenue and Jomax Road at the Desert Oasis Water Supply Facility. The site is currently under review by City staff but requires a fully executed lease agreement before approvals may be received.

The initial lease term is for ten (10) years and will automatically renew for two (2) additional five (5) year terms for a total of 20 years. There is an additional option to extend to 5 years based on mutual agreement to bring the full lease term, if agreed to by both parties, to 25 years.

The initial lease rate is \$1,700 per month with an annual rate increase of three percent (3%).

Objective Analysis:

This item has been placed on the agenda for review and approval.

Policy Compliant:

This item is compliant with City Council policies and the City of Surprise Municipal Code.

Financial Impact:

The City will receive \$1,700 per month, with an annual increase of three percent (3%).

Budget Impact:

If approved, there will be a net positive budget impact at \$1,700 per month for the first year and an increase of 3% each subsequent year for the duration of the lease.

FTE Impact:

This item does not have an impact on current staff levels.

ATTACHMENTS:

1. 01 Cell Tower Lease Agreement - Tower Com Executed
 2. 02 Resolution No 2024-84
 3. 03 Desert Oasis Water Treatment Plant Cell Tower Lease Presentation 052124
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THE CITY OF SURPRISE, ARIZONA
16000 North Civic Center Plaza, Surprise, AZ 85374

CELL TOWER LEASE AGREEMENT
(Agreement Number _____)
Site Name: Surprise Water Treatment

This Cell Tower Lease Agreement ("Agreement") is entered into by and between the City of Surprise, an Arizona municipal corporation (the "City"), and TowerCom XI-B, LLC a Delaware limited liability company ("Lessee"). The City and Lessee may each be referred to herein as a "Party," or, collectively, the "Parties."

RECITALS

WHEREAS, the City owns real property located at 16841 West Jomax Road, Surprise, Arizona, 85387, identified as Parcel No. 503-73-174B in the Maricopa County recording system, and commonly known as the *Desert Oasis Water Supply Facility* ("Property");

WHEREAS, the City desires to expand wireless telecommunications coverages to its citizens, residents and the traveling public for the purposes of public safety, economic development, and general coverage of and access to wireless services;

WHEREAS, Lessee wishes to lease a portion of the Property for the purpose of erecting a tower and installing, maintaining, and operating certain wireless facilities; and

WHEREAS, the City is willing to lease a portion of the Property to Lessee subject to the terms and conditions contained in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual agreements contained herein, and other good and valuable consideration the receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. LEASE

- 1.1. Leased Area. The City hereby grants to Lessee a lease of a portion of the Property, as further described in **Exhibit A** ("Leased Area"), herein incorporated by this reference, together with non-exclusive easements for the term of this Agreement (a) ingress and egress across other portions of the Property for access to the Leased Area, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle (including trucks), and (b) the installation and maintenance of utility wires, poles, cables (including fiber optic cable), conduits, and pipes over, under or along the Property (collectively, the "Easements"), the location of said Easements also being described in **Exhibit A**, herein incorporated by this reference, for the sole purpose of the Permitted Use (as defined in Section 1.2). The Leased Area and Easements include only the area identified in Exhibit A, and does not include any surrounding area or properties. There shall be no unilateral

replacements of Exhibit A. Any changes to Exhibit A shall be made through a formal written amendment to this Agreement.

- 1.2. Permitted Use. The Leased Area may be used by Lessee for the sole purpose of the lawful transmission and reception of communications signals in all frequencies authorized by applicable governmental authorities and the installation, construction, maintenance, operation, repair, replacement, and upgrade of communications fixtures, antennas, and related equipment, cables, accessories, and other improvements (collectively, the "Facilities"), which are further shown on the site plan attached hereto as **Exhibit B** (the "Site Plan"), herein incorporated by reference (collectively referred to as the "Permitted Use"). The Site Plan shall include all improvements to the Leased Area, including, without limitation, the installation or collocation of Lessee's or any sublessee's Facilities.

2. TERM; DUE DILIGENCE; COMMENCEMENT DATE; TERMINATION; AMENDMENTS; ASSIGNMENT

- 2.1. Term; Renewal. This Agreement is effective upon the date the last party signs this Agreement ("Effective Date"). The initial term of this Agreement shall be for ten (10) years, unless terminated sooner according to the terms of this Agreement, beginning on the first day of the month following Lessee's Commencement of Construction, as hereinafter defined (the "Commencement Date"). "Term" shall include the initial term and any renewed term of this Agreement. This Agreement shall automatically renew for two (2) additional five (5) year Terms unless Lessee delivers notice to the City not to renew at least thirty (30) days prior to the expiration of the then current Term. By mutual agreement of the Parties, the Term may be extended for one additional five (5) year Term ("Optional Renewal"). The City and Lessee shall be under no obligation to exercise the Optional Renewal. The Optional Renewal request by Lessee shall be submitted to the City for review and approval a minimum of ninety (90) days prior to the expiration of the then-current Term.
- 2.2. Due Diligence. For a period of twelve (12) months commencing on the Effective Date (the "Due Diligence Period") and subject to Section 2.3, Lessee and its agents, employees and independent contractors shall have the non-exclusive right and privilege to enter upon the Property to perform, or cause to be performed site inspections, which shall include, but not be limited to, test borings of the soil, environmental audits, engineering studies and to conduct a survey of the Leased Area and the Easement. For such purposes, the City shall provide any necessary keys or access codes to the Property if needed for ingress and egress. Lessee shall not unreasonably interfere with the City's use of the Property in conducting these activities. Lessee shall have the right, at its sole cost and expense, to have the Leased Area and the Easements surveyed and to obtain a title commitment for a leasehold title policy covering the Leased Area and the Easements from the title insurance company of its choice. In addition, Lessee will be responsible and liable for personal injury or property damage caused by the acts, omissions, negligence, and/or willful misconduct of Lessee and its officers, agents, employees, sublessees, and/or contractors or subcontractors during such Due Diligence Period arising under or related to this Agreement.
- 2.3. Regulatory Approvals. During the Due Diligence Period, Lessee shall use commercially reasonable efforts to obtain all regulatory approvals for the Permitted Use, including, without limitation, rezoning of the Leased Area for the Permitted Use and a building permit for construction of the Improvements. The City agrees to cooperate with Lessee with the timely review and/or execution of any documents required to obtain all regulatory approvals.

- 2.4. Commencement of Construction. Lessee shall commence construction within one year of the Effective Date. "Commencement of Construction" or "Commence Construction" shall mean commencement of any and all preliminary site work (including, without limitation, clearing, grubbing, grading, soil borings, and other site work which qualifies).
- 2.5. Holdover. If Lessee remains in possession of the Leased Area after the end of the Term, Lessee shall be deemed to be occupying the Leased Area on a month-to-month basis ("Holdover Term"), subject to all terms and conditions of this Agreement. The Holdover Term may be terminated by the City upon thirty (30) days' written notice to Lessee. During the Holdover Term, Lessee shall be subject to one hundred fifty percent (150%) of the Rent due, as described in Section 3. Said Holdover Term fee shall be subject to annual rate increases, as described in section 3.2.
- 2.6. Termination by the City. The City may terminate this Agreement upon written notice to Lessee for any of the following: (a) for any Default (as defined in Section 11) that has not been cured within the applicable cure period; (b) upon ninety (90) days' prior written notice to Lessee if the City is prohibited from leasing the Property for the Permitted Use by any new governmental ordinance or regulation; or (c) if the Commencement of Construction is not within one year in accordance with Section 2.4.
- 2.7. Termination by Lessee. Lessee may immediately terminate this Agreement upon written notice to the City for any Default (as defined in Section 11) that has not been cured within the applicable cure period. Lessee may also terminate this Agreement (a) upon thirty (30) days' written notice by Lessee to the City, if Lessee is unable to obtain or maintain through no fault of Lessee, any license, permit or other state or federal governmental approval necessary for the construction and/or operation of Lessee's Facilities; or (b) for any reason upon one (1) year's advance written notice from Lessee to the City.
- 2.8. Conflicts of Interest. Ariz. Rev. Stat. § 38-511 is applicable to this Agreement and this Agreement may be terminated in accordance therewith.
- 2.9. Amendments. This Agreement may only be amended with the signed, written approval of both parties, except as otherwise described herein.
- 2.10. Assignment. Lessee may not assign this Agreement without the written approval of the City, except to an affiliate entity of Lessee. For purposes of this Agreement, an "affiliate entity of Lessee" shall mean any person or entity which Lessee or its respective partners, directly or indirectly, through one or more intermediaries, controls, is in common control with, or is controlled by.

3. RENT

- 3.1. Monthly Fee. "Rent" in the amount of \$1,700.00 per month, subject to annual rate increases and Holdover Term fees, shall be due and payable to the City on the Commencement Date and upon the first day of each month thereafter. Rent shall be payable in advance on or before the fifteenth (15th) day of each calendar month and shall be remitted to the address shown for the City in this Lease Agreement, or such other address as the City may direct by notice in writing to Lessee at least thirty (30) days prior to the next Rent becoming due. Rent shall be prorated for any partial month upon termination of this Agreement based upon the number of days in the final month.
- 3.2. Annual Rate Increase. Throughout the Term of this Agreement, Rent shall increase upon each anniversary of the Commencement Date by three percent (3%).
- 3.3. Taxes. Lessee shall pay all applicable taxes, including, but not limited to, any applicable City transaction privilege tax and all real, leasehold, and personal property taxes assessed

on or any portion of such taxes attributable to the Leased Area and Lessee's Facilities. Lessee shall reimburse the City for all tax increases on the Leased Area, including, but not limited to, all taxes levied upon Lessee's Facilities.

4. SUBLEASES

- 4.1. Sublease. Lessee may sublease all or a portion of the Leased Area to sublessee(s), subject to all terms and conditions of this Agreement and only for the Permitted Use. Lessee shall include language in any sublease agreement that references this Agreement and binds sublessee to the same terms and conditions that Lessee is subject to under this Agreement. Upon request, Lessee shall provide the City with a list of all sublessees of this Agreement, including their names, contact information, locations and collocations of any sublessee Facilities installed, and any sublease agreements between Lessee and the sublessee. No sublessee may collocate any sublessee Facilities to the Leased Area without obtaining a permit from the City.
- 4.2. Subleasing Fee. In addition to all other amounts set forth in Section 3, Lessee shall pay to the City, as additional Rent: (a) three hundred dollars (\$300.00) per month per sublessee, excluding the first sublessee (the "Anchor Sublessee"), or (b) a monthly amount equal to twenty percent (20%) of the rent paid per sublessee per month to Lessee, excluding the Anchor Sublessee, whichever is greater, for subleasing and/or use of the Leased Area or a portion thereof ("Sublessee Fee"). The Sublessee Fee shall be paid at the same time as the Rent payments under this Agreement. Further, the Sublessee Fee is also subject to the annual escalator of three percent (3%). The City shall have the right to audit all subleases and related transactions entered into by Lessee for use of the Leased Area.

5. CONDITION; MAINTENANCE; WARRANTIES

- 5.1. Condition of Leased Area. Lessee is responsible for the study and inspection of the Leased Area and for determining the fitness for use intended by Lessee. The City expressly disclaims all warranties of the Leased Area, including, but not limited to, warranties of merchantability, warranties for fitness for a particular purpose, and absence of hazardous conditions associated with the Leased Area. Lessee accepts the Leased Area in "AS-IS" condition, without representation or warranty of any kind by the City, its officers, officials, agents, or employees, and subject to all laws governing the use of the Leased Area for the purposes stated herein.
- 5.2. Lessee Maintenance. Lessee shall keep and maintain the Leased Area in commercially reasonable and safe condition during the Term, at Lessee's sole expense. The City shall maintain the Property in compliance with all Applicable Law. Notwithstanding the foregoing, the City neither assumes, nor shall it have any responsibility for, the condition of the Leased Area and the City shall not be responsible for the construction, maintenance, upkeep, or repairs necessary to keep the Leased Area safe and serviceable for the intended uses.
- 5.3. Return of Leased Area. Upon the end of the Term or termination of this Agreement, Lessee shall return the Leased Area to the same condition that existed prior to the execution of this Agreement, ordinary wear and tear excepted, including, without limitation, removal of all surface and subsurface materials (for subsurface materials, to a depth of four (4) inches); however, Lessee shall leave in place all underground power runs and/or other electrical lines within the Leased Area and the Property. Lessee shall continue to pay Rent until Lessee has made a full physical return of the Leased Area to the City.

- 5.4. Utilities. Lessee is responsible for obtaining and paying for all utilities related to its use of the Leased Area, including, without limitation, electric service. Lessee is responsible for setting up its own accounts with utility providers for its use of the Leased Area.
- 5.5. Transfer of Leased Area. The City may abandon, sell, lease, assign, or otherwise legally transfer the Leased Area or any portion thereof. Any transfer of the Leased Area shall be subject to this Agreement. The City shall give Lessee no less than one hundred eighty (180) days' notice of its intent to sell, lease, assign, or otherwise legally transfer the Leased Area or any portion thereof.
- 5.6. Condemnation. In the event the City receives notification of any condemnation proceedings affecting the Leased Area, the City will provide notice of the proceeding to Lessee within forty-eight (48) hours. If a condemning authority takes all of the Leased Area, or a portion thereof that Lessee determines renders the Leased Area unsuitable for Lessee, this Agreement will terminate as of the date the title vests in the condemning authority.
- 5.7. Proprietary Function. The Parties acknowledge that the City is entering into this Agreement solely in its proprietary capacity. This Agreement is not subject to Section 6409(a) of the Middle Class Tax Relief and Job Creation Act of 2012, the Federal Communication Commission (FCC) Declaratory Ruling and Third Report and Order under FCC 18-133, Arizona Revised Statutes (A.R.S.) § 9-581 *et seq.*, or A.R.S. § 9-591 *et seq.*

6. IMPROVEMENTS

- 6.1. Improvements to Leased Area. Lessee or its sublessees shall not make any improvements to the Leased Area, including, but not limited to, erecting a tower on the Leased Area and placement and/or installation of Lessee's and/or any sublessees' Facilities, except as otherwise shown on the Site Plan attached hereto as **Exhibit B** (the "Site Plan"). The Facilities to be attached to the tower for three (3) wireless carriers, as shown on the Site Plan, are hereby approved by The City. The addition of any Facilities required for a fourth (4th) sublessee on the Leased Area shall not be installed on the tower without the City's consent. In the event that the City consents to the additional Facilities for a fourth (4th) sublessee, the sublessee will submit to the City for the City's approval engineering plans for the additional facilities.
- 6.2. Repairs; Replacements. Notwithstanding Section 6.1, Lessee may make reasonable repairs and/or replacements to certain existing Facilities so long as the repairs and/or replacements use the same or substantially similar (like for like) equipment or parts as the Facilities being repaired and/or replaced and do not: (a) materially increase the number of Facilities within the Leased Area; (b) increase the size of the Facilities being repaired or replaced by more than ten percent (10%) of the original size when installed (including, but not limited to, the overall height of the tower); and (c) change the location of the Facilities on the tower. Lessee shall provide the City with all documents showing such repairs and replacements. Access to make such repairs and/or replacements outside of normal business hours must be coordinated with the City pursuant to Section 8.1. Nothing herein is intended to prevent Lessee from complying with any applicable federal, state, and/or local law, rule, or regulation.
- 6.3. Permits and Approvals. The zoning processes, building permit processes, and similar regulatory requirements that apply to Lessee's use of the Leased Area are completely separate from the processes set forth in this Agreement. Lessee's satisfaction of any requirement of this Agreement does not substitute for compliance with any other regulatory requirement. Similarly, Lessee's satisfaction of any other regulatory

requirement does not substitute for compliance with any requirement of this Agreement. To the extent that regulatory requirements and requirements of this Agreement are the same, compliance with regulatory requirements shall constitute compliance with this Agreement and vice versa.

- 6.4. City Inspections. Lessee shall order City inspections of any applicable Facilities during and upon completion of installation of the Facilities.
- 6.5. Construction and Installation Work. All of Lessee's construction and installation work shall be performed at Lessee's sole cost and expense, in a good and workmanlike manner, and in compliance with all applicable laws, rules, orders, ordinances, directions, regulations, and requirements of federal, state, and local authorities.
- 6.6. Ownership of Facilities. Upon the end of the Term or earlier termination of this Agreement, Lessee shall remove all Facilities within the Leased Area within ninety (90) calendar days, except as otherwise described in this Agreement. Said removal includes, but is not limited to, removal of all surface and subsurface improvements and materials installed by Lessee and its sublessees. The City acknowledges that Lessee's Facilities installed by Lessee shall remain the personal property of Lessee and Lessee may remove the same at any time during the Term. The parties may agree on a transfer of ownership of any improvements in writing signed by both parties and/or as described in this Agreement.
- 6.7. Stealth Design. The City may require certain design, construction, and/or paint schemes for any Improvements.
- 6.8. City Facilities. The City may collocate facilities or other equipment onto the tower and other Facilities, at no cost to the City; provided that, Lessee shall have the right to approve the facilities or equipment to be installed by the City, shall designate where such facilities or equipment may be installed, and such approval(s) shall not unreasonably be withheld by Lessee. No City facilities or equipment may interfere with any other existing tenants collocated on the tower and other Facilities. The City will pay all costs associated with collocating its facilities or other equipment onto the tower, including its respective portion of electric costs and the costs to install and maintain its facilities/equipment.

7. INTERFERENCE

- 7.1. Interference. "Interference" means any type of interference, whatsoever, including but not limited to: blocking or impeding access to a location or destination/physical interference; electrical interference; mechanical interference; radio frequency (RF) interference; and interference with the use or enjoyment of real property.
- 7.2. No Interference. All of Lessee's Facilities shall only be used in a lawful manner that will not cause any Interference including, but not limited to, Interference with: (a) any existing or future public safety communication systems (including, without limitation, fire, police, or other emergencies) or any existing or future activities, work, projects, or other operations by the City ("City Operations"); (b) the access to the Leased Area; (c) any use or enjoyment of the Property; or (d) the activities of any other lessee, licensee, or other user or occupant of the Property. Lessee's use of the Leased Area is subject and subordinate to all public safety communications systems and City Operations and any Third-Party Facilities (as described in Section 7.3 below).
- 7.3. Third-Party Facilities. Lessee shall not operate Lessee's Facilities in any manner that causes Interference with third-party wireless facilities, telecommunications systems, communications equipment, support structures, and any other related equipment that exist prior to installation of Lessee's Facilities ("Third-Party Facilities"). If at any time the City receives notice or becomes aware that Lessee's Facilities or the Improvements are

causing any Interference with Third-Party Facilities, Lessee shall immediately remedy such Interference in accordance with Section 7.4.

- 7.4. Remedy Interference. If it is determined, by the City in its sole and final discretion, that Lessee's Facilities are the cause for any Interference as described in this Section 7, Lessee shall: (i) remedy such Interference as soon as possible but no later than seventy-two (72) hours after determination that such Interference is caused by Lessee's Facilities, or (ii) cease operation of Lessee's Facilities and/or Lessee's use of the Leased Area until such Interference is eliminated. If such Interference is not remedied within the 72-hour period, the City may take all necessary and reasonable steps, at Lessee's sole cost and expense, to eliminate the Interference, including, but not limited to, shutting off the power to the Improvements, Lessee's Facilities, and/or the Leased Area. If Lessee cannot eliminate its Interference, the City may immediately terminate this Agreement, except for Lessee's obligation to pay rent or any costs due and owing, if any, up to the date of termination.
- 7.5. No City Liability for Interference. The City and its council members, officials, officers, boards, commissions, agents, and employees, shall not be liable to Lessee, any of Lessee's customers/clients, or any sublessee or their respective customers/clients, for any Interference with Lessee's/sublessees' Facilities, the Improvements, or Lessee's use of the Leased Area, whatsoever.
- 7.6. The City's Interference. The City shall not use, nor shall the City permit its lessees, licensees, invitees or agents to use, any portion of the Property adjacent to the Leased Area in any way which interferes with the wireless communications signals from the Facilities or access to the Leased Area by Lessee and its employees, contractors, subtenants, and licensees, subject to the pre-existing rights described in paragraphs 7.2 and 7.3 above. Such interference shall be deemed a Default and subject to Section 11 of this Agreement.
- 7.7. No Third Party Beneficiaries. None of the provisions of this Agreement shall be for the benefit of, or enforceable by, any third party, including, without limitation, any customers/clients of Lessee or any sublessee or their respective customers/clients. No third party shall obtain any right under any provisions of this Agreement or shall by reason of any such provision make any claim in respect of any debt, liability, or obligation (or otherwise) against any party hereto.

8. ACCESS; SAFETY

- 8.1. Access to Leased Area. Unless there is a condition on the Leased Area or with the Facilities constituting an emergency, Lessee shall coordinate all access to the Leased Area outside of normal business hours, which shall not be unreasonably withheld, with the City Water Resources Management's Supervisory Control and Data Acquisition (SCADA) division. The City shall provide such contact information for the SCADA division standby personnel. An emergency, as defined for this Section 8.1 only, means a sublessee's signal at the Leased Area goes down.
- 8.2. RF Letter. Lessee shall provide an "RF Letter" confirming its compliance with FCC Radio Frequency 47 CFR §1.1310 and all other applicable radio frequency ("RF") emissions laws and regulations (collectively, the "Guidelines") in effect as of the Effective Date. Lessee shall conduct an initial test for compliance with the Guidelines prior to placing Lessee's Facilities on the Leased Areas before the Lessee's Facilities are activated. Lessee shall perform additional tests upon any significant change in Lessee's Facilities. All such testing shall be performed by a qualified radio engineer. If the tests show noncompliance with

applicable Guideline exposure limits in effect, then the noncompliant Lessee's Facilities shall be shut down (except for work necessary to bring it back into compliance) until subsequent tests again show compliance with the Guidelines. The City may, at its expense, perform tests to determine compliance of any Lessee's Facilities with the Guidelines, as amended from time to time.

- 8.3. Emergency Contact. Lessee shall require its sublessees to post a 24-hour Network Operations Center (NOC) contact number for all Facilities within the Leased Area (at a conspicuous, easily-identifiable, ground-level location) for emergency purposes. The NOC numbers shall be manned 24/7 by qualified individuals for these purposes.
- 8.4. Signage. Lessee shall not install any signs in the Leased Area other than safety warning signs, signs required by law, or other signs as are requested or approved by the City. Lessee shall bear all costs pertaining to the erection, installation, maintenance, and removal of all signs installed by Lessee.
- 8.5. City Emergency Access. The City shall have 24/7 access to the Leased Area for any purpose, including, but not limited to, access by public safety personnel. Except in the event of an emergency, the City shall contact Lessee prior to entering the Leased Area.
- 8.6. Building and Safety Codes. Lessee shall comply with all applicable federal, state, and local laws, rules, and regulations, including all building and safety codes.
- 8.7. Backup Power Supplies. Lessee and sublessees are not permitted to use any backup power supplies, including, without limitation, gas powered generators and/or other battery systems, without the prior written approval of the City.
- 8.8. Emergency Shut-Off. Intentionally Deleted.

9. LIMITATION OF LIABILITY; INDEMNIFICATION

- 9.1. Limitation of Liability. Lessee shall not seek, and hereby irrevocably waives, all monetary damages, including, but not limited to, any lost revenue, lost profits, loss of technology, loss of rights or services, loss of data, interruption or loss of use of service, lost opportunity, incidental damages, punitive damages, indirect damages, or special or consequential damages, whether under theory of contract, tort (including negligence, strict liability, or otherwise), or in equity, as a consequence of or arising from this Agreement or its breach. This Section does not waive or affect either party's remedies in cases of fraud or intentional torts.
- 9.2. Indemnification. To the fullest extent permitted by law, Lessee shall indemnify, defend and hold harmless the City from and against any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including any reasonable attorneys' fees and/or litigation expenses, to which the City may become subject, under any theory of liability whatsoever (collectively, "Claims"), insofar as such Claims (or actions with respect thereof) relate to, arise out of, or are caused by or in connection with; (i) loss or damage to any property or interest of the City on the Property, (ii) any damages, injury to person or property, or death of any person arising out of any acts, errors, omissions, work, or services of Lessee, its employees, sublessees, agents, representatives, or subcontractors, their employees, agents, or representatives while on the Property, (iii) any use or occupancy of the Leased Area by Lessee, its personnel, employees, agents, contractors or subcontractors, except to the extent such Claims are caused by the misconduct or sole negligence of the City or persons acting under or as an agent of the City; (iv) any worker's compensation claims, unemployment compensation claims or unemployment disability compensation claims of employees of Lessee or claims

under similar such laws or obligations; (v) any interference, whatsoever, caused, directly or indirectly, by Lessee or its sublessees to a Third-Party Facility that exists prior to installation of Lessee's Facilities on the Leased Area, and/or (vi) failure by Lessee or sublessee(s) to comply with all applicable, existing or future, federal, state, and/or local laws, rules, or regulations. This indemnification obligation shall not extend to any loss, damage, injury, or death to the extent caused by the negligence or willful misconduct of the City, or its employees.

10. INSURANCE

10.1. Insurer Qualifications. Without limiting any obligations or liabilities of Lessee, Lessee shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona with an A.M. Best, Inc. rating of "A- VII" or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option. The City in no way warrants that the above-required minimum-insurer rating is sufficient to protect Lessee from potential insurer insolvency.

10.2. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect Lessee. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency will not relieve Lessee from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

10.3. Insurance Requirements.

10.3.1. Lessee shall procure and maintain for the Term of this Agreement, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Lessee, its agents, representatives, employees, subcontractors, or sublessees.

10.3.2. The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits contained herein are sufficient to protect Lessee, or any sublessee, from liabilities that might arise out of the performance of the work under this Agreement by Lessee, its agents, representatives, employees, subcontractors, or sublessees, and Lessee is free to purchase additional insurance.

10.3.3. Coverage provided by Lessee may not be limited to the liability assumed under the indemnification provisions of this Agreement.

10.3.4. Sublessees. Any and all sublessees are subject to the same terms and conditions and insurance requirements applicable to Lessee under this Agreement. Lessee's certificates of insurance shall list the "City of Surprise" as an additional insured.

10.4. Minimum Scope and Limits of Coverage. Lessee shall provide coverage with limits of liability not less than those stated in this Agreement below:

10.4.1. *Commercial General Liability – Occurrence Form.*

The policy shall include bodily injury, property damage, personal injury, and broad form contractual liability coverage.

General Aggregate

\$4,000,000

Each Occurrence	\$2,000,000
Fire Legal Liability	\$50,000
Personal and Advertising Injury	\$1,000,000

10.4.2. *Business Automobile Liability.*

The policy shall include coverage for bodily injury and property damage for any owned, hired, and/or non-owned vehicles used in the performance of this Agreement.

Combined Single Limit (CSL)	\$1,000,000
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10.4.3. *Workers' Compensation and Employers' Liability.*

The policy shall include workers' compensation statutory employers' liability coverage pursuant to State of Arizona requirements.

10.4.4. *Professional Liability (Errors and Omissions Liability).*

The policy shall include professional liability coverage.

Each Claim	\$500,000
Annual Aggregate	\$1,000,000

10.4.5. *Environmental/Pollution Liability.*

The policy shall include environmental and/or pollution liability coverage.

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

10.4.6. Lessee shall secure insurance coverage sufficient to protect all of Lessee's Facilities and other Improvements under this Agreement from any and all losses, whatsoever.

10.5. **Additional Requirements.** All insurance policies required under this Agreement shall: (a) be written on an occurrence form; (b) be endorsed to include the "City of Surprise" as an additional insured; (c) contain a waiver of subrogation against the City of Surprise and its council members, boards, commissions, officials, officers, agents, employees, and subcontractors; (d) be primary and non-contributory with respect to all other sources; (e) include the "City of Surprise" as the additional insured on the respective certificates of insurance. Lessee shall provide the City with all applicable endorsements to evidence the foregoing requirements. Further, all certificates of insurance for policies required under this Agreement shall identify this Agreement by Agreement Number in the policy description.

10.6. **Verification of Coverage.** Lessee shall furnish the City with a certificate of insurance and an endorsement for each policy. **All of the required insurance documents shall be in effect and received and approved by the City's Risk Management division before Lessee takes possession of all or a portion of the Leased Area and before any work begins under this Agreement, and shall remain in effect for the Term of this Agreement.** Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, shall be a material breach of this Agreement. The City reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time.

Risk Management Division, contact information:

City of Surprise
16000 N. Civic Center Plaza
Surprise, AZ 85374
Attn: Risk Manager

E-mail: riskmanagement@surpriseaz.gov

- 10.7. Notice of Cancellation. Each insurance policy required by this Agreement shall provide the required coverage and may not be suspended, voided, cancelled, or reduced during the entire Term. Lessee shall provide the City with at least thirty (30) days' advance written notice if the insurance is suspended, voided, cancelled, or reduced. Such notice shall be sent directly to the City's Risk Management division.
- 10.8. Modifications to Coverage. Any modification or variation from the insurance requirements in this Agreement will be approved by the City in its sole discretion, whose decision is final. Further, the City shall have the right to require additional insurance coverage upon written notice to Lessee. Such actions will not require a formal Agreement amendment, but may be made by administrative action signed by the City's Risk Manager or their designee.

11. DEFAULT

11.1. Each of the following occurrences shall be an event of "Default":

- 11.1.1. Default made by Lessee or the City of any of the covenants, agreements, conditions, or undertakings herein to be kept, observed, and performed that continues for thirty (30) days or the cure of which has not been diligently commenced within thirty (30) days after written notice is given by non-defaulting Party to the defaulting Party.
- 11.1.2. If Lessee should voluntarily file any petition, or have an involuntary petition filed on its behalf, under any chapter or section of the Federal Bankruptcy Code or any similar law, state or federal, whether now or hereafter existing, or shall file an answer admitting insolvency or inability to pay its debts; provided however, that Lessee shall not remain in default if it continues to comply with all other terms and conditions of this Agreement.
- 11.1.3. If a trustee or receiver shall be appointed for Lessee or for a major portion of its property or its Facilities.
- 11.1.4. If any court shall have taken jurisdiction of a major portion of the property or the Facilities of Lessee in any involuntary proceeding for dissolution, liquidation or winding up of Lessee and such jurisdiction shall not be relinquished or vacated within sixty (60) days.
- 11.1.5. If Lessee makes an assignment for the benefit of its creditors.

12. RIGHT OF REENTRY

- 12.1. Upon the occurrence of any Default that is not cured within the applicable cure period, and at any time after the expiration of the applicable cure period, the City shall have the right, at its election, to reenter the Leased Area and to expel, remove and put out Lessee and all persons occupying or upon the same under Lessee, using such force as may be necessary in so doing, and again to possess the premises and take full possession of and control over the Leased Area. No reentry by the City shall be deemed an acceptance of a surrender of this Agreement, nor shall it absolve or discharge Lessee from any liability under this Agreement. Upon such reentry, all rights of Lessee to occupy the Leased Area shall cease and terminate.
- 12.2. Upon the occurrence of any Default by Lessee and at any time thereafter, the City shall have the right, at its election, with or without reentry, to give written notice to Lessee stating that this Agreement shall terminate on the date specified by such notice, and upon the date specified in such notice, this Agreement and all rights of Lessee hereunder shall terminate. Upon such termination, Lessee shall quit and peacefully surrender to the City the Leased Area. Notwithstanding the foregoing, Lessee shall have a period of ninety (90)

days to remove all Facilities and other Improvements in accordance with Section 6.6. Upon termination, Lessee shall immediately discontinue, and shall ensure that all of its sublessees discontinue, any and all transmission of communication signals, whatsoever, from Lessee's and sublessees' Facilities and other Improvements.

- 12.3. Lessee shall reimburse the City the cost of repairing any damage to the Leased Area, other than normal wear and tear, if not repaired in accordance with Section 6.6. The City shall provide an itemized list of all damage with the cost of repair for each item.

13. REMEDIES

- 13.1. The City's Remedies. In addition to all other rights set forth under this Agreement, the City may pursue any remedy at law or in equity, including, but not limited to, injunctive relief, civil trespass, and withholding other City permits and authorizations until Lessee complies with the terms of this Agreement or any applicable law. Such City remedies are cumulative and may be pursued in the alternative. The City's remedies set forth in this Agreement are not exclusive. Election by the City of one remedy does not preclude the use of other remedies.
- 13.2. Lessee's Remedies. Lessee's sole remedies for any breach of this Agreement by the City shall be an action for equitable or injunctive relief, an action to compel specific performance, or to terminate this Agreement.
- 13.3. Each right and remedy provided for in this Agreement shall be cumulative and in addition to every other right or remedy provided for in this Agreement now or hereafter existing at law or in equity or by statute or otherwise; and the exercise or beginning of the exercise of any one or more of such rights or remedies shall not preclude the simultaneous or later exercise of any or all other rights or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise. For the avoidance of doubt, notwithstanding the foregoing, Lessee's remedies are limited as described in Section 13.2 of this Agreement.
- 13.4. If during any one period of twelve (12) consecutive months, the City or Lessee has served three (3) written notices of different Defaults upon the defaulting Party, and such Defaults remain uncured after the notice and cure period or the defaulting Party has not commenced any action to cure the Default, the fourth Default shall be deemed an incurable Default and the non-defaulting Party shall be entitled to terminate this Agreement.
- 13.5. In the event either Party shall be in Default of this Agreement, which Default remains uncured during any applicable cure period provided herein, the non-defaulting Party may at any time, with further notice, cure such breach for the account and at the expense of the defaulting Party. If the non-defaulting Party at any time, by reason of such breach, is compelled to pay or elects to pay any sum of money or to do any act that will require the payment of any sum of money, or is compelled to incur any expense, the actual sum or sums so paid by the non-defaulting Party, with interest not to exceed eight percent (8%), shall be paid by the defaulting Party within fifteen (15) business days of an itemized written demand.
- 13.6. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, governmental shutdown, civil commotion, fire or other casualty, and other causes beyond the control of the Party obligated to perform (a "Force Majeure

Event"), shall excuse the performance by such Party for a period equal to any such prevention, delay or stoppage.

14. MISCELLANEOUS

- 14.1. Recitals. The Recitals set forth above are hereby incorporated by reference, as if fully set forth herein.
- 14.2. Applicable Law. This Agreement is governed by the laws of the State of Arizona and any suit pertaining to this Agreement, or interpretation and/or enforcement thereof, shall be brought only in the State courts in the State of Arizona in Maricopa County.
- 14.3. Compliance with Laws. Lessee shall comply with all applicable federal, state, and local laws, rules, statutes, and regulations relating to its uses of the Leased Area and the permitted uses of the Lessee's Facilities on the Leased Area. No required approval herein for Improvements shall be deemed to prevent Lessee's compliance with any applicable law, rule, statute, or regulation related to Lessee's use of the Lessee's Facilities on the Leased Area.
- 14.4. Authority. Each person executing this Agreement on behalf of any party hereto warrants that they have the right and authority to execute this Agreement, and that all the procedures and approvals that are necessary and required to enable them to properly execute this Agreement and to bind the person or entity whom they represent in accordance with the terms hereof have been followed and/or secured. Each party agrees to execute and deliver all documents and to perform all further acts as may be reasonably necessary to carry out the provisions of this Agreement.
- 14.5. Public Records. Lessee acknowledges that this Agreement and the City are subject to laws regarding open public records, including, without limitation, Arizona public record laws under A.R.S. Title 39 and the Freedom of Information Act (FOIA).
- 14.6. Liens. Lessee shall not do or allow or cause anything to be done whereby the Leased Areas may be encumbered by a construction lien or any other type of lien. Notice is hereby given that the City will not be liable for any labor or materials furnished to Lessee on credit, and that no construction or other lien for any such labor or materials shall attach to or affect the City's interest in and to the Leased Area. If any lien is filed against the Leased Area, Lessee shall discharge the lien or bond the lien off in a manner reasonably satisfactory to City within thirty (30) days after Lessee receives written notice that the lien has been filed. Lessee shall immediately provide the City a copy of any written notice when received. Lessee shall indemnify, defend, and hold harmless the City from all claims, demands, costs, and liabilities, including reasonable attorney's fees and costs, in connection with or arising out of any such lien or claim of lien.
- 14.7. Hazardous Substances. Neither Lessee nor any contractors engaged by Lessee shall produce, dispose, transport, treat, use, generate, or store any Hazardous Substances on, under, about, or within the Property or Leased Area in violation of the Arizona Hazardous Waste Management Act, A.R.S. § 49-901, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq., or the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq., or any other federal, state, county, or local law or regulation. Lessee and any of Lessee's contractors may not use the Leased Area in a manner that would require a permit or approval related to Hazardous Substances from the Arizona Department of Health Services or any governmental agency other than City. Lessee will pay, indemnify, defend, and hold City harmless against any loss or liability incurred by reason of any Hazardous Substance produced, disposed of, or used by Lessee or any contractor

engaged by Lessee and must immediately notify City of any Hazardous Substance at any time discovered or existing upon the Leased Area. Lessee and any of Lessee's contractors will ensure that any on-site or off-site storage, treatment, transportation, disposal, or other handling of Hazardous Substance will be performed by persons who are properly trained, authorized, licensed, and otherwise permitted to perform those services.

- 14.8. Environment. Lessee shall comply with all applicable federal, state, and local laws, rules, and regulations governing the protection of the environment and/or employee health and safety. Lessee shall indemnify, defend, and hold the City and each council member, officer, official, board, commission, employee, and agent thereof from claims resulting from Lessee's violation of any applicable environmental or employee health and safety laws and/or if Lessee causes a release of any regulated substance to the environment. Nothing in this Section shall limit the other indemnification or insurance requirements in this Agreement.
- 14.9. Oil, Gas, and Mineral Rights. The City owns all rights to oil, gas, and minerals found on, in, above, or below the Leased Area. Nothing here shall be deemed a transfer of the City's right to oil, gas, and/or mineral found on, in, above, or below the Leased Area.
- 14.10. Attorney's Fees. If attorney's fees are available under this Agreement, attorney's fees may only be sought upon a non-appealable judgment on the merits and only at the discretion of the court.
- 14.11. Notice. All notices, requests, demands, rent payments, and other communications hereunder shall be in writing and shall be deemed given if: (i) personally delivered; (ii) mailed, certified mail, return receipt requested; or (iii) sent by overnight carrier to the following address, on the date received:

If to the City:

City of Surprise
16000 N. Civic Center Plaza
Surprise, AZ 85374
Attn: WRM Director

Facsimile: 623-222-7001

with a copy to:

Surprise City Attorney's Office
16000 N. Civic Center Plaza
Surprise, AZ 85374

Facsimile: 623-222-1101

If to Lessee:

TowerCom XI-B, LLC
241 Atlantic Boulevard, Suite 201
Neptune Beach, Florida 32266
Attn: Chip Bulloch

- 14.12. Time of the Essence. Time is of the essence in each and every provision of this Agreement.
- 14.13. Binding on Successors. The terms and conditions of this Agreement will run with the Leased Area is binding upon, and inures to the benefit of, the parties and their respective heirs, executors, administrators, successors, and assigns.
- 14.14. Recording. A memorandum of this Agreement shall be executed by the City and Lessee to be recorded in the official records of Maricopa County, Arizona at the sole cost and expense of Lessee.
- 14.15. Independent Contractor. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third person to create the relationship of principal and agent, partnership, joint venture, or any association between the City and Lessee other than as contracting parties, or landlord and tenant.

- 14.16. Severability. The provisions of this Agreement are severable. To the extent that any provision is held to be invalid by a court of competent jurisdiction, such holding will not affect any other provision of the Agreement which may remain in effect without the invalid provision.
- 14.17. Conflicts. In the event there is a conflict between this Agreement and any Exhibits attached hereto or any external documents, this Agreement shall control.
- 14.18. Waiver. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect to the right of either party to enforce such provision thereafter.
- 14.19. Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which together constitute but one and the same agreement. The original execution pages of counterpart copies of this Agreement may be attached to any one such copy to form a single, complete document.
- 14.20. Construction. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against, the party drafting the Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement. The headings, captions, and numbers in this Agreement are solely for convenience and shall not be considered in construing or interpreting any provision in this Agreement. Wherever appropriate in this Agreement, personal pronouns shall be deemed to include other genders and the singular to include the plural, if applicable.
- 14.21. Entire Agreement. This Agreement represents the entire agreement of the parties with respect to its subject matter. All previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements, or oral agreements have been made by any of the parties except as expressly set forth in this Agreement. This Agreement will be construed and interpreted according to its plain meaning, and no presumption will be deemed to apply in favor of or against the party drafting the Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in drafting, reviewing, and entering into this Agreement.
- 14.22. Lessee's Title Insurance. In connection with Lessee's title insurance, the City agrees to (a) execute an owner's affidavit substantially in the form required by Fidelity National Title Insurance Company and (b) provide the City council's written approval of the City entering into this Agreement.

SIGNATURES ON THE FOLLOWING PAGE(S).

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date the last Party signs.

THE CITY

City of Surprise, an Arizona municipal corporation

By: _____
_____, Director

Printed Name: _____

Date: _____

APPROVED AS TO FORM:

City Attorney's Office

LESSEE

TowerCom XI-B, LLC, a Delaware limited liability company

By:  _____
Christopher Colten
Vice President

Date: 3/15/2024

EXHIBIT A

LEASED AREA

A PORTION OF THAT CERTAIN PROPERTY CONVEYED TO CITY OF SURPRISE, AN ARIZONA MUNICIPAL CORPORATION FROM CENTEX HOMES, A NEVADA GENERAL PARTNERSHIP BY SPECIAL WARRANTY DEED DATED AUGUST 10, 2005 AND RECORDED AUGUST 24, 2005 IN INSTRUMENT NO. 2005-1219618 AND RE-RECORDED ON SEPTEMBER 5, 2006 IN INSTRUMENT NO. 2006-1176436 AND RE-RECORDED ON NOVEMBER 1, 2006 IN INSTRUMENT NO. 2006-1445724, LOCATED IN THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 36 BEARS NORTH 89°56'28" EAST, 2636.38 FEET; THENCE FROM SAID POINT OF COMMENCEMENT SOUTH 89°55'54" WEST ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION, 1522.94 FEET; THENCE DEPARTING SAID SECTION LINE SOUTH 00°04'06" EAST, 65.00 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF JOMAX ROAD; THENCE CONTINUING SOUTH 00°04'06" EAST, 5.36 FEET; THENCE SOUTH 00°00'00" EAST, 12.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 00°00'00" EAST, 54.33 FEET; THENCE NORTH 90°00'00" WEST, 14.00 FEET; THENCE NORTH 00°00'00" EAST, 12.00 FEET; THENCE NORTH 90°00'00" WEST, 6.67 FEET; THENCE NORTH 36°28'09" WEST, 9.53 FEET; THENCE NORTH 00°00'00" EAST, 34.67 FEET; THENCE NORTH 90°00'00" EAST, 26.33 FEET TO THE POINT OF BEGINNING.

CONTAINING 1261 SQUARE FEET (0.029 ACRES) OF LAND, MORE OR LESS.

ACCESS AND UTILITY EASEMENT

A PORTION OF THAT CERTAIN PROPERTY CONVEYED TO CITY OF SURPRISE, AN ARIZONA MUNICIPAL CORPORATION FROM CENTEX HOMES, A NEVADA GENERAL PARTNERSHIP BY SPECIAL WARRANTY DEED DATED AUGUST 10, 2005 AND RECORDED AUGUST 24, 2005 IN INSTRUMENT NO. 2005-1219618 AND RE-RECORDED ON SEPTEMBER 5, 2006 IN INSTRUMENT NO. 2006-1176436 AND RE-RECORDED ON NOVEMBER 1, 2006 IN INSTRUMENT NO. 2006-1445724, LOCATED IN THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 36 BEARS NORTH 89°56'28" EAST, 2636.38 FEET; THENCE FROM SAID POINT OF COMMENCEMENT SOUTH 89°55'54" WEST ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION, 1522.94 FEET; THENCE DEPARTING SAID SECTION LINE SOUTH 00°04'06" EAST, 65.00

FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF JOMAX ROAD; THENCE CONTINUING SOUTH 00°04'06" EAST, 5.36 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 00°00'00" EAST, 12.00 FEET; THENCE SOUTH 90°00'00" WEST, 26.33 FEET; THENCE SOUTH 00°00'00" EAST, 13.00 FEET; THENCE NORTH 90°00'00" WEST, 12.00 FEET; THENCE NORTH 00°00'00" EAST, 30.32 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF JOMAX ROAD; THENCE NORTH 89°55'54" EAST ALONG SAID RIGHT OF WAY, 12.00 FEET; THENCE DEPARTING SAID RIGHT OF WAY SOUTH 00°00'00" EAST, 5.33 FEET; THENCE NORTH 90°00'00" EAST, 26.33 FEET TO THE POINT OF BEGINNING.

CONTAINING 680 SQUARE FEET (0.016 ACRES) OF LAND, MORE OR LESS.

UTILITY EASEMENT

A PORTION OF THAT CERTAIN PROPERTY CONVEYED TO CITY OF SURPRISE, AN ARIZONA MUNICIPAL CORPORATION FROM CENTEX HOMES, A NEVADA GENERAL PARTNERSHIP BY SPECIAL WARRANTY DEED DATED AUGUST 10, 2005 AND RECORDED AUGUST 24, 2005 IN INSTRUMENT NO. 2005-1219618 AND RE-RECORDED ON SEPTEMBER 5, 2006 IN INSTRUMENT NO. 2006-1176436 AND RE-RECORDED ON NOVEMBER 1, 2006 IN INSTRUMENT NO. 2006-1445724, LOCATED IN THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING A STRIP OF LAND 5.00 FEET WIDE LYING CONTIGUOUS TO AND 5.00 FEET SOUTHERLY AND WESTERLY OF THE FOLLOWING DESCRIBED SIDE LINE:

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 36 BEARS NORTH 89°56'28" EAST, 2636.38 FEET; THENCE FROM SAID POINT OF COMMENCEMENT SOUTH 89°55'54" WEST ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION, 1522.94 FEET; THENCE DEPARTING SAID SECTION LINE SOUTH 00°04'06" EAST, 65.00 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF JOMAX ROAD; THENCE CONTINUING SOUTH 00°04'06" EAST, 5.36 FEET; THENCE SOUTH 00°00'00" EAST, 8.67 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 90°00'00" EAST, 9.45 FEET; THENCE SOUTH 00°11'20" EAST, 125.91 FEET TO THE POINT OF TERMINUS,

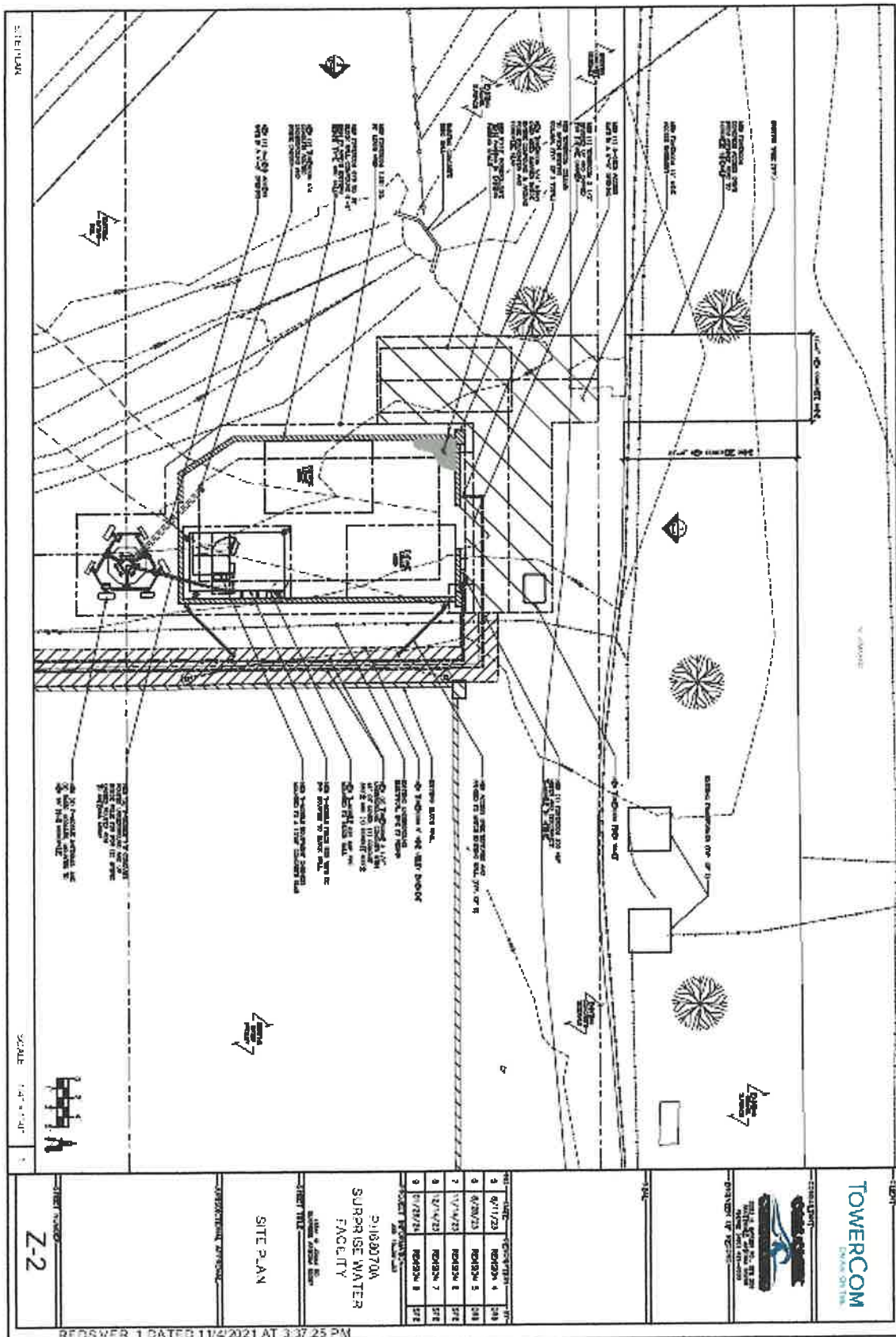
THE SIDELINES OF SAID STRIP OF LAND ARE TO INTERSECT AT ALL ANGLE POINTS TO PROVIDE THE SPECIFIED WIDTH THROUGHOUT SO AS TO NOT CAUSE ANY GAPS OR OVERLAPS IN SAID EASEMENT AND SHALL TERMINATE AT A LINE THAT BEARS SOUTH 46°52'49" EAST RUNNING THROUGH SAID POINT OF TERMINUS.

CONTAINING 640 SQUARE FEET (0.015 ACRES) OF LAND, MORE OR LESS.

EXHIBIT B

SITE PLAN

[See Next 2 Pages]



RESOLUTION # 2024-84

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA APPROVING A LEASE AGREEMENT FOR A CELL TOWER SITE BETWEEN THE CITY OF SURPRISE AND TOWERCOM XI-B LLC.

WHEREAS, TowerCom XI-B LLC ("TowerCom") constructs, maintains and operates towers within the State of Arizona and offers its services to telecommunications providers to locate upon its towers;

WHEREAS, the City owns real property located at 16841 West Jomax Road Surprise, Arizona, 85387, identified as Parcel No. 503-73-174B IN Maricopa County recording system commonly known as the Desert Oasis Water Supply Facility ("Property");

WHEREAS, TowerCom desires to Ground Lease a portion of the property to erect a tower, and to install, maintain and operate certain wireless facilities, in exchange for monthly lease payments to the City;

WHEREAS, the City desires to expand wireless telecommunications coverage for its citizens and traveling public for the purposes of public safety, economic development and general coverage of and access to wireless services; and

WHEREAS, the Mayor and City Council of the City of Surprise find that entering into a Ground Lease is in the best interest of the City and its residents.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Surprise, Arizona, as follows.

Section 1. The City of Surprise hereby agrees to enter into a Lease Agreement between the City of Surprise and TowerCom XI-B LLC which is attached hereto as Exhibit A.

Section 2. The City Manager or their designee is authorized to execute any documents and instruments, on behalf of the City of Surprise.

SIGNATURES ON THE FOLLOWING PAGE.

APPROVED AND ADOPTED this ____ day of _____, 2024.

Skip Hall, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Robert Wingo, City Attorney

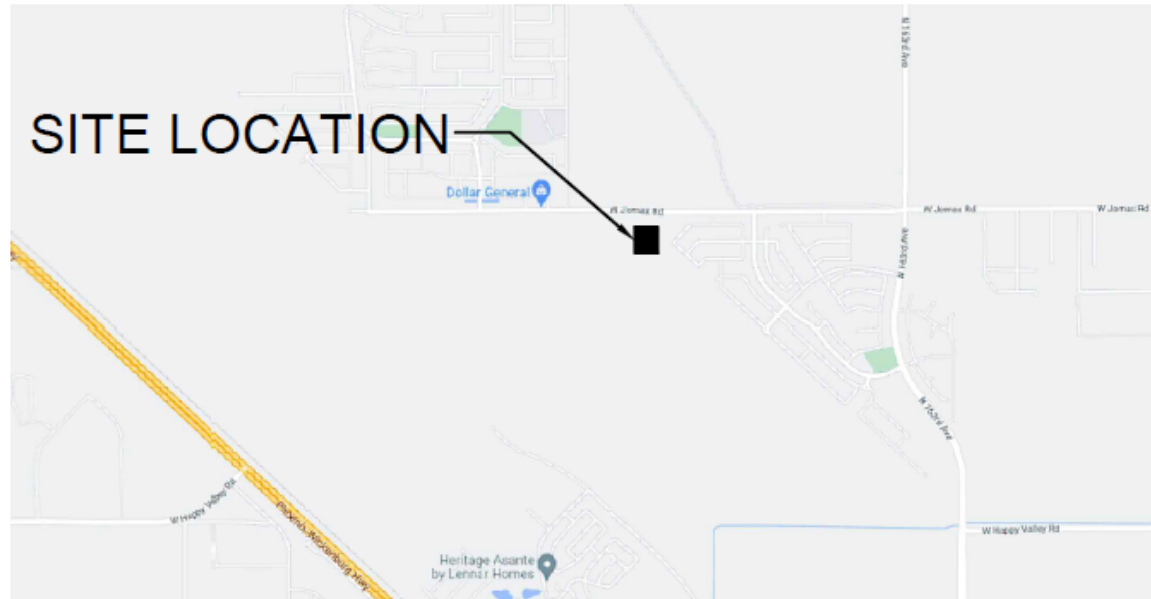


Desert Oasis Cell Tower

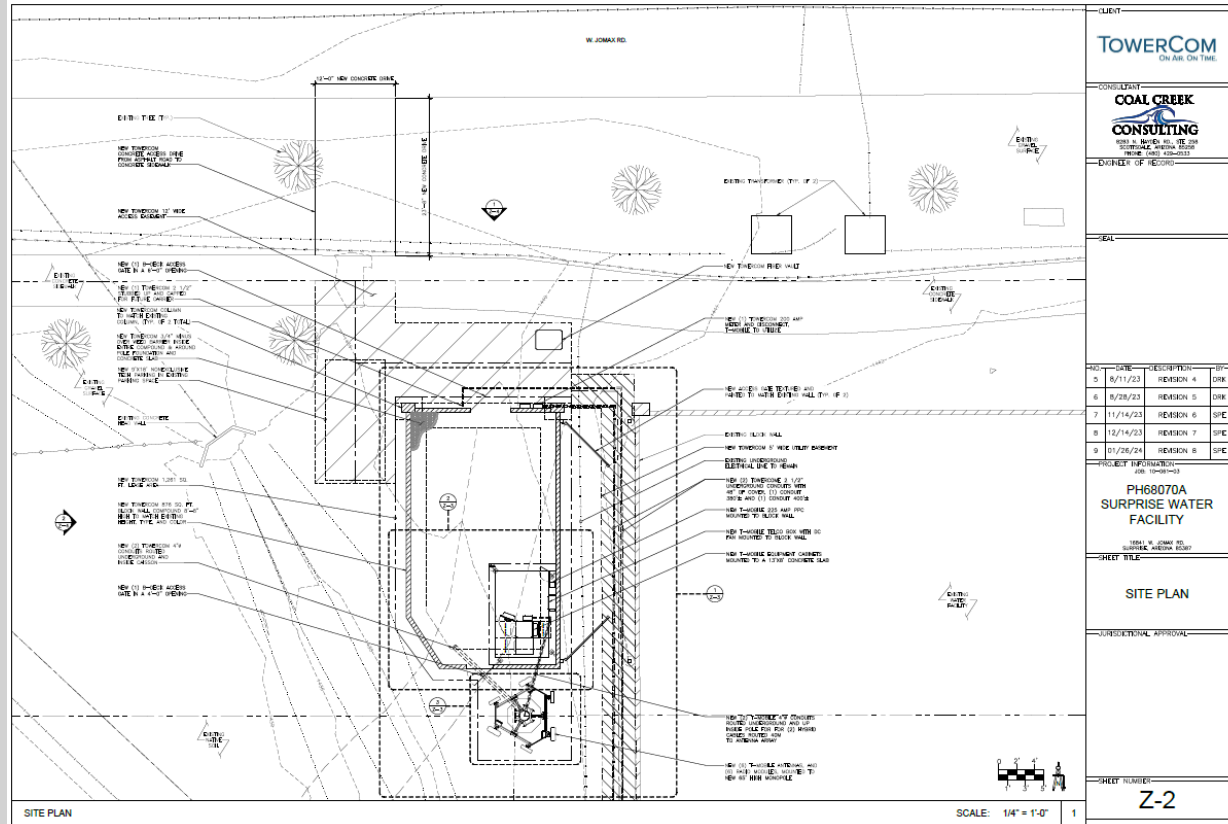
May 21, 2024

City Council Strategic Plan

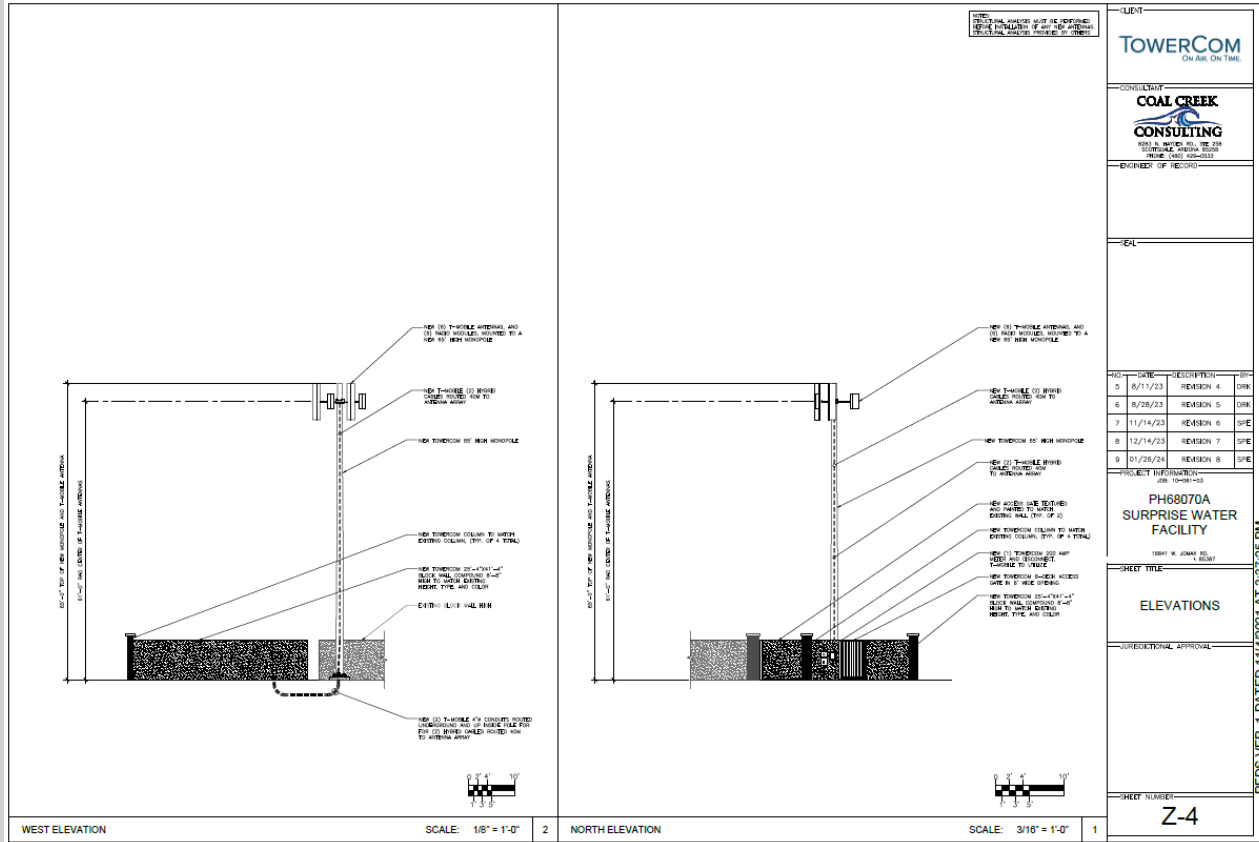
VICINITY MAP



City Council Strategic Plan



City Council Strategic Plan





SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: May 21, 2024

Contact Person: Kendra Pettis, DIR -
SPORTS/TOURISM

Submitting Department: Sports and Tourism

District: Citywide

Staff Recommendations: None

Consent: Yes

Regular: No

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to approval of a Fiscal Year 2024 budget amendment moving budget authority in the amount of \$160,300 to account for increased Spring Training ticket surcharge revenues; Resolution #2024-87.

Motion:

I move to approve Resolution #2024-87.

Background:

The 2024 Spring Training season had increased ticket revenues, including increased ticket surcharges. The ticket surcharge fund is a dedicated fund generated through ticket surcharge fees that can be spent on Spring Training operational costs. This year's surcharge revenues came in above the budgeted expenditure amount, so a budget amendment on the expenditure side is required to spend the full amount. The Sports and Tourism department will receive increased revenues to offset the increased expenses.

Objective Analysis:

The objective of the ticket surcharge fund is to offset Spring Training operational costs. Any revenue brought in through ticket surcharges can be spent within the same fiscal year on operational costs.

Policy Compliant:

This action is compliant with City and Council policies.

Financial Impact:

There is no financial impact related to this item due to revenue received that will offset the expenses.

Budget Impact:

Approval of this item will amend the FY2024 budget by moving budget authority in the amount of \$160,300 from General Contingency in the General Fund to the Spring Training Ticket Surcharge Fund. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

FTE Impact:

This item does not have an impact on current staff levels.

ATTACHMENTS:

1. Res 2024-87 Bdgt Amd Spring Training Ticket Surcharge
-

RESOLUTION # 2024-87

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2024 BUDGET BY MOVING BUDGET AUTHORITY IN THE AMOUNT OF \$160,300 FROM GENERAL CONTINGENCY IN THE GENERAL FUND TO THE SPRING TRAINING TICKET SURCHARGE FUND DUE TO THE INCREASED SPRING TRAINING TICKET SURCHARGE REVENUES COLLECTED FROM THE 2024 SPRING TRAINING SEASON.

WHEREAS, the FY2024 budget was adopted by Council Resolution #2023-85 on June 6, 2023;

WHEREAS, due to increased attendance and revenues for the 2024 Spring Training season, additional funds were collected through ticket surcharges;

WHEREAS, the additional revenue collected will be utilized for expenses by the Sports and Tourism department;

WHEREAS, this action will necessitate a budget amendment; and

WHEREAS, the City of Surprise Administrative Policies requires the approval of the Mayor and Council for budget amendments of this nature.

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

Section 1. That the statements and schedules attached as *Exhibit A* and incorporated by reference are adopted, amending the budget of the City of Surprise, Arizona for the fiscal year July 1, 2023, through June 30, 2024.

APPROVED AND ADOPTED this ____ day of _____, 2024.

Skip Hall, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Robert Wingo, City Attorney

Exhibit A
RESOLUTION # 2024-87

1. Appropriation - The allocation listed below represents a movement of budget authority in the amount of \$160,300 from General Contingency to services within the Spring Training Ticket Surcharge Fund. Due to an increase in attendance for the 2024 Spring Training season, the Sports and Tourism Department is requesting additional spending authority to support the annual 2024 Spring Training Ticket Surcharge expenditures. Additional revenues collected from the increased attendance will offset the increase in expenses. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Spring Trng Ticket Surcharge	Sports and Tourism	Services	E	591,800	160,300	752,100
Contingency	General Operations	Contingency	E	56,896,000	(160,300)	56,735,700
Spring Trng Ticket Surcharge	Sports and Tourism	Charges for Services	R	689,000	160,300	849,300
Contingency	General Operations	Other	R	74,155,200	(160,300)	73,994,900
Expense Total				57,487,800	-	57,487,800
Revenue Total				74,844,200	-	74,844,200



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: May 21, 2024

Contact Person: Holly Osborn, DIRECTOR-
PARKS & REC

Submitting Department: Parks and Recreation

District: Citywide

Staff Recommendations: None

Consent: Yes

Regular: No

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to approval of an Intergovernmental Agreement with the Arizona Game and Fish Commission to continue the Community Fishing Program at Surprise Lake located within the Surprise Community Park; Resolution #2024-65.

Motion:

I move to approve Resolution #2024-65.

Background:

The City of Surprise and the Arizona Game and Fish Commission agreed to implement an urban fishing program at the Surprise Lake on December 12, 2002. Funds paid by the City of Surprise to the Arizona Game and Fish Commission help to defray the costs of operating the program and stocking fish in the lake. The current Intergovernmental Agreement with the Arizona Game and Fish Commission is due to expire on June 30, 2024. The new Intergovernmental Agreement will continue the agreement through June 30, 2029.

Objective Analysis:

The Community Fishing Program at Surprise Lake is an important feature at the park and allows residents and visitors of all ages to recreate at the park.

Policy Compliant:

This action is consistent with City and Council Policy.

Financial Impact:

There is a one-time annual expenditure of \$17,001 to the Arizona Game and Fish Commission for the expense for the Community Fishing Program, including costs for the fish. There is a 3% annual increase to the fee through Fiscal Year 2029.

Budget Impact:

There is an impact to the Parks & Recreation Parks Maintenance budget as the fee increased from \$5,847 in FY24 to \$17,001 in FY25. No additional funding was requested within the FY25 budget

process to support this increase, therefore the fee will be absorbed within the Parks Maintenance budget. However, the Department may need to seek additional budget authority in future years to continue to support this program.

FTE Impact:

This item does not have an impact on current staff levels.

ATTACHMENTS:

1. 24.03.14 IGA FINAL
 2. AZGFD IGA 2024
 3. Res 2024-65 AZ Game Fish
-

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE
ARIZONA GAME AND FISH COMMISSION
AND
THE CITY OF SURPRISE, AZ**

Pursuant to A.R.S. § 11-952 *et. seq.*, this Intergovernmental Agreement is made this ____ day of May 2024, by and through the Arizona Game and Fish Commission (“Commission”), and the City of Surprise (“City”). The terms “Department” and “Director” in this Agreement hereinafter refer to the Arizona Game and Fish Department and its Director, acting as administrative agent for the Commission.

WHEREAS, the Commission has statewide responsibility for the management of wildlife, including fish, and the City owns certain park lands, including artificial lakes which it maintains for public use as recreation areas; and,

WHEREAS, both entities desire to provide sport fishing recreational opportunities to the extent such a program is found practical; and,

WHEREAS, the Commission has authority under A.R.S. § 17-231(B)(7) to make agreements with other entities for the operation of wildlife facilities and the conduct of related management studies, and the City has authority under A.R.S. § 9 *et seq.* and 11-931, *et seq.* to provide recreation through a Community Services Department; and,

WHEREAS, the Department acts under the authority of the Commission;

NOW THEREFORE, the Parties agree to conduct a Community Fishing Program, as follows:

AGREEMENT:

The Commission agrees that the Department Shall:

1. Inform the public of the purpose and intent of the Community Fishing Program. This may include coverage in various Department publications, websites, and other outlets as well as the media (radio, television, newspapers) to ensure broad coverage.
2. Make recommendations to the Commission pertaining to license requirements and bag and possession limits specific to the Community Fishing waters herein.
3. Issue Fishing Licenses and other applicable licenses to individuals and Department-authorized license dealers in the local area and statewide. Licenses will also be available from Department offices and online.

4. Under the Department's "Traditional/Core" Strategy, stock participating waters with catchable rainbow trout approximately every two weeks from December through February, and catchable channel catfish approximately every two weeks from April through May and mid-September through October. Fish stocking will cease from approximately June through mid-September due to heat stress factors.

Stock sunfish (usually bluegill or redear) approximately once annually into participating waters. Other approved fish species may be stocked as necessary to: 1) establish or augment fish populations, 2) maintain a balanced and healthy fishery, 3) improve angler catch rates, or 4) provide a unique or feature species or sub-species for anglers.

Adjustments to these stocking schedules and/or species may be required due to climatic and/or weather conditions, fish availability from vendors, condition and health of source fish, logistics of fish delivery from vendors, water quality conditions within the participating waters, unexpected increases in fish costs, or lack of available funding.

5. Monitor basic water quality and biological indicators as needed to determine if lake conditions are suitable for fish stockings. Provide water quality information to park managers and/or aquatic consulting firms responsible for lake management. Notify the appropriate City or park management staff of any public health or safety concerns found by the Department.

6. Design and provide Community Fishing Program information and regulation signs, and replacements as needed. Signs shall be posted at mutually agreed-upon locations around each participating lake.

7. Conduct periodic angler surveys to ascertain angler catch rates, effort, harvest, satisfaction, and overall performance of the program. This information will be shared with the City when analyses are complete.

8. Enforce Commission rules and regulations and Arizona Revised Statutes, Title 17 (Game and Fish laws). Cooperate and coordinate with local law enforcement officials, justice courts, and park staff to ensure angler compliance.

9. Provide advice, technical assistance, and guidelines on lake/pond and/or fishery management to the City.

10. Work with the City to design and install suitable fish habitats as needed to provide adequate cover from predators and spawning habitats.

11. Establish an account to utilize funds paid to the Department by the City for operation of this program.

The City Shall:

1. Inform park users of the sport fishing opportunity and allow “Open to the Public” Sport Fishing Education programs at the included water(s).
2. Install the Department-provided signage frame(s) at mutually agreed-upon locations, and maintain the signage as needed by removing graffiti, and notifying the Department of damage to the frames, attached signage, and kiosks.
3. Make information about opportunities to go fishing within the City available to the public at park facilities, on the City website, and other outlets.
4. Provide the Department any necessary keys or combinations to locks and/or gates so Department staff can gain access to the water(s) for stocking, monitoring water quality, or conducting creel surveys.
5. Pay a Partnership Fee to the Department for waters stocked under this agreement. Annual rates shall be in accordance with the following fee schedule which represents 32.5% of the total cost of fish:

Water	Stocking Strategy	FY25Cost	FY26Cost	FY27Cost	FY28Cost	FY29Cost	Total Costs
Surprise	Traditional/Core	\$17,001	\$17,511	\$18,036	\$18,577	\$19,135	\$90,261

There is an annual increase of 3.0% built into the fee schedule to address annual adjustments in fish pricing from vendors. If price increases from fish vendors are more than 3.0% annually, the parties shall meet and confer to determine if the IGA can be amended to address the cost increase.

These funds shall be used to defray the cost of program operations, including costs for fish required hereunder; Payments made to the Department may be leveraged to obtain federal grant funding or other grant funding opportunities. If this opportunity arises, the City will be notified in writing by the Department, and it may be necessary to verify that all or a portion of the partnership fees do not originate from federal sources.

6. Promptly notify the Department of anticipated and emergency maintenance or management measures that may affect the Community Fishing Program. This may include lake or landscape repairs or construction, water supply or aeration disruptions, and other activities or occurrences that may affect public health, safety, and access to fishing and stocking activities.
7. Maintain the lake and associated facilities to support a year-round sport fishery. This may include timing operational drawdowns and filling, operation strategies and timing for lake aeration and mixing systems, knowing when and whom to call for algae or aquatic plant treatments, knowing how to spot unusual fish behaviors that may indicate problems, and knowing who to call in the event of a fish kill.

8. Maintain water quality in a manner consistent with all other requirements and regulations upon the City. Regularly remove floating or submerged trash and debris from the lakes. Remove and dispose of dead fish in a timely manner and notify the Department Community Fishing Program Manager at 623-236-7262 if there is an unusual amount of dead or dying fish. Actively control excessive aquatic vegetation and algae blooms, and report any known or suspected aquatic invasive species to the Community Fishing Program Manager. (The Department will notify the City in writing if there is a change to the telephone number for the Department Community Fishing Program Manager, stated in this section.)
9. Discourage feeding of domestic waterfowl by the public, and harass or remove excess waterfowl as necessary. Discourage populations of fish-eating aquatic birds (i.e., cormorants and herons) through park landscape management and other permissible techniques. Allow the Department to conduct Migratory bird research or depredation activities as permitted by the U.S. Fish and Wildlife Service.
10. For lakes with aeration systems, maintain a fully operational system to support good water quality. Ensure that aeration systems or other lake management systems are not limiting angler access or use, unless necessary to conduct maintenance or repairs. Manage and integrate landscape activities to be compatible with the maintenance of good lake water quality.
11. To the extent possible, assist in the enforcement of State, City and Park codes, rules, regulations and laws (including ARS Title 12 and Title 17 Game and Fish Laws), as applicable. Assist the Department in the enforcement by reporting violations or suspected violations to the Department Operation Game Thief hotline (1-800-352-0700), by verbal warnings, and by citations as necessary to achieve compliance goals. City may adopt Title 17 Rules into Municipal Code to facilitate enforcement.
12. Provide and maintain angler access to shoreline areas at each water. To the extent possible, provide suitable accommodations along the shoreline such as picnic tables, benches, and shade structures for angler use.
13. Provide access to the waters and associated park facilities such as shade structures so that Sport Fishing Education contractors, Department personnel, and volunteer instructors may conduct Sport Fishing Education programs at no charge to the Department. This may include conducting and/or supporting Sport Fishing Education programs (fishing clinics) for the general public in cooperation with the City. Specific scheduling information about Department-sanctioned programs will be provided to the City as far in advance as possible.
14. Provide and maintain suitable park and lake access to allow for stocking of fish using trucks and trailers by the Department and their fish contractors at the waters.

The Parties Mutually Agree To:

1. Work in harmony for the common purpose of managing a Community Fishing Program. Encourage a united and professional approach by personnel of both Parties in seeking solutions to problems and challenges that may arise in fish and angler management, lake management, and during fish kills.
2. Department and City staff shall meet annually or as needed to discuss issues, operations and maintenance, planning, budgeting, and other activities relating to park management and the Community Fishing Program, to review accomplishments and to develop and prioritize activities for the coming year.
3. Cooperate and exchange biological, management, and other information useful in the effective operation of a Community Fishing Program.
4. Seek to obtain funding opportunities for projects that: 1) create, enhance, or restore fish habitat, water quality, or angler access; or 2) increase or enhance recreational angling opportunity. These funds may be transferred directly, or through reimbursement, to the City. Funding availability through the Department is uncertain, but may include support through the Sport Fish Restoration Federal Assistance Program, State Wildlife Grant Program, Arizona Heritage Fund, or other sources. To provide for the future transfer of special funds, the Parties agree to enter into mutually acceptable collection agreements. Future agreements will be developed within the framework of this Intergovernmental Agreement, and applicable grant and agreement requirements are to be approved by agency directors.

General Provisions:

1. Effective Date and Duration. This Agreement shall not be in effect until signed by all Parties hereto. Unless terminated earlier by operation of the terms of this Agreement, or by agreement of the Parties in writing, this five (5) year Agreement will terminate on June 30, 2029.
2. Termination Generally. Either Party may terminate this Agreement upon sixty (60) days' written notice to the other Party. Upon termination, all work performed pursuant to this Agreement will cease, and all unencumbered monies deposited for use by the Department will be returned to the City.
3. Notices. All written notices concerning this Agreement shall be delivered in person or sent by certified mail, return receipt requested, or first class mail, postage prepaid, to the Parties as follows:
 - A. To the City:
City of Surprise, Parks and Maintenance
16540 N Dysart Rd.

Surprise AZ 85378

B. To the Department:
Ms. Julie Carter
Arizona Game and Fish Department
5000 West Carefree Highway
Phoenix, Arizona 85086

4. Non-discrimination. In carrying out the terms of this Agreement, the Parties agree to comply with Executive Order 99-4 prohibiting discrimination in employment, the provisions of which are incorporated herein by reference.

5. Non-Discrimination: In the event it applies, the Parties hereby agree to comply with all Federal and State nondiscrimination orders and statutes as may apply, including Title VI, Title IX of the Civil Rights Act, Section 504 of the Rehabilitation Act, and the Governor's Executive Order No. 23-01 and 99-9, entitled Non-Discrimination in Employment.

6. Audit. Pursuant to A.R.S. § 35-214 all books, accounts, reports, files, electronic data, and other records relating to this Agreement shall be subject at all reasonable times to inspection and audit by the State of Arizona for five (5) years after completion of this Agreement.

7. Arbitration. To the extent required pursuant to A.R.S. § 12-1518, and any successor statutes, the Parties agree to use arbitration, after exhausting all applicable administrative remedies, to resolve any dispute arising under this Agreement, where not in conflict with Federal Law, with each Party to bear its own attorney's fees and costs.

8. Termination for Conflict of Interest. This Agreement is subject to termination pursuant to A.R.S. § 38-511.

9. Termination for Non-Availability of Funds. Every obligation of the Parties under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds for the continuance of this Agreement are not allocated or are not available, this Agreement shall terminate automatically on the date of expiration of funding. In the event of such termination, the Parties shall incur no further obligation or liability under this Agreement other than for payment of services rendered prior to the expiration of funding.

10. Other Agreements. This Agreement in no way restricts either Party from participating in similar activities with other public or private agencies, organizations, or individuals.

11. Compliance with Applicable Law. All work performed pursuant to this Agreement shall be in compliance with all applicable state and federal laws and regulations.

12. Severability. In the event that any provision of this Agreement or portion thereof is held invalid, illegal, or unenforceable, such provision or portion thereof shall be severed from this Agreement and shall have no effect on the remaining provisions of this Agreement, which shall remain in full force and effect.

13. Illegal Immigration. The Parties agree to comply with Executive Order 2005-30, "Ensuring Compliance with Federal Immigration Laws by State Employers and Contractors," the provisions of which are hereby incorporated by reference.

14. Employer-Employee Relationship. It is not intended by this Agreement to, and nothing contained in this Agreement shall be construed to, create any partnership, joint venture or employment relationship between the Parties or create any employer-employee relationship between City and any State employee, or between State and any City employee. Neither Party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other Party's obligation to withhold Social Security and income taxes for any of its employees.

15. Indemnity. Each Party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees, hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

16. Records Retention. In accordance with A.R.S. § 41-151.12 (GS 1018), all books, accounts, reports, files, electronic data, and other records relating to this Agreement shall be retained for a period of six (6) years after Agreement is fulfilled, expired, canceled or revoked.

17. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and correctly sets forth the rights, duties and obligations of each to the other as of its date. All prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. The provisions hereof may be abrogated, modified, rescinded, or amended in whole or in part only by mutual written consent executed by the Parties.

CITY OF SURPRISE

By: _____
City Manager Date

ATTEST: _____
City Clerk

APPROVAL OF THE CITY ATTORNEY:

I have reviewed the above-referenced Intergovernmental Agreement between the City and the Arizona Game and Fish Commission and declare this Agreement to be in proper form and within the power and authority granted to the City of Surprise under the laws of the State of Arizona.

Dated this _____ day of _____, 2024 _____
City Attorney

ARIZONA GAME AND FISH COMMISSION

By: _____
Ty Gray Date
Secretary to the Commission and
Director, Arizona Game and Fish Department

APPROVAL OF THE ARIZONA GAME AND FISH COMMISSION ATTORNEY:

I have reviewed the above-referenced Intergovernmental Agreement between the City of Surprise, Arizona and the Arizona Game and Fish Commission and declare this Agreement to be in proper form and within the power and authority granted to the Arizona Game and Fish Commission under the laws of the State of Arizona.

Dated this _____ day of _____, 2024 _____
Attorney
Arizona Game and Fish Commission



S U R P R I S E
A R I Z O N A

Arizona Game and Fish Intergovernmental Agreement

Parks and Recreation
May 21, 2024

COMMUNITY FISHING PROGRAM

“If people can’t get to the fish, we’ll bring the fish to the people.”-AZGFD

- Allows valid fishing license holders a place to fish
- Fun, family-friendly fishing opportunity
- More than 4 million Arizona residents live within a 20-minute drive of a stocked Community Fishing Program lake.
- Establishes 5-year agreement to continue
 - Began partnership in 2002

Fish Stocked in Surprise

FISH STOCKED IN COMMUNITY FISHING WATERS



Channel catfish 13-18 inches
Stocked in the spring and fall



Bluegill 5-7 inches
Stocked once in the spring



Rainbow trout 10-13 inches
Stocked in the winter

NEW IGA TERMS

- This agreement allows the City to continue providing an opportunity of fishing within our City.
- 32.5% of yearly payment total cost of fish
 - FY24: \$ 5,847
 - FY25: \$17,001
- 3% increase each year under 5-year agreement



S U R P R I S E

A R I Z O N A

**QUESTIONS OR
COMMENTS?**

Thank You

RESOLUTION # 2024-65

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA GAME AND FISH COMMISSION FOR THE COMMUNITY FISHING PROGRAM.

WHEREAS, pursuant to Arizona Revised Statute §11-951, *et seq.*, the City of Surprise has the authority to enter into intergovernmental agreement with other governmental entities for the purposes set forth within;

WHEREAS, the parties desire to enter into an intergovernmental agreement in order to facilitate the Community Fishing Program at Surprise Lake in the City of Surprise to maximize recreation opportunities; and

WHEREAS, the parties desire to enter into this agreement for five years until June 2029.

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

Section 1. The Intergovernmental Agreement between the City of Surprise and the *Arizona Game and Fish Commission*, attached as Exhibit A, is approved.

Section 2. The City Manager, or his designee, is hereby authorized to execute and submit all documents and other necessary or desirable instruments in connection with said agreement.

APPROVED AND ADOPTED this ____ day of _____, 2024.

Skip Hall, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Robert Wingo, City Attorney

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF SURPRISE AND THE ARIZONA GAME AND FISH
COMMISSION.



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: May 21, 2024

Contact Person: Holly Osborn, DIRECTOR-
PARKS & REC

Submitting Department: Parks and Recreation

District: Citywide

Staff Recommendations: None

Consent: Yes

Regular: No

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to approval of a Fiscal Year 2024 budget amendment moving budget in the amount of \$4,000 and authorization to accept a grant award from the Michael Phelps Foundation; Resolution #2024-73.

Motion:

I move to approve Resolution #2024-73.

Background:

The Michael Phelps Foundation (MPF) offers grants to organizations to implement its Individual Medley (IM) program. The IM program provides water safety instruction, recreational aquatic activities, structured and organized swimming, and health, wellness, and goal-setting education to the community. The Parks and Recreation Department applied for the grant and has been awarded \$4,000 to offer this program to the community. The Department was awarded the same grant in Fiscal Year 2022 and Fiscal Year 2023.

Objective Analysis:

This grant will provide funding to offer the MPF IM program including free swim lessons in the community.

Policy Compliant:

This item is compliant with city policy.

Financial Impact:

This one-time grant includes \$4,000 for expenses related to offering the MPF IM program. The funds will be utilized for staff salaries who will be teaching the components of the program. There is no City match requirement.

Budget Impact:

This action requires a budget amendment to the Fiscal Year 2024 budget moving budget in the amount of \$4,000 from General Contingency to the Grants Fund to Project #G54102. This action represents a

transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

FTE Impact:

This item does not have an impact on current staff levels.

ATTACHMENTS:

1. 24.04.22 Res 2024-73 MPF Grant.v1
 2. Michael Phelps Foundation Grants_Award_Notification
-

RESOLUTION # 2024-73

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA AUTHORIZING THE CITY TO ACCEPT A GRANT AWARD FROM THE MICHAEL PHELPS FOUNDATION AND AMENDING THE FISCAL YEAR 2024 BUDGET BY MOVING BUDGET AUTHORITY IN THE AMOUNT OF \$4,000 FROM CONTINGENCY TO PROJECT G54102 IN THE GRANTS FUND.

WHEREAS, the Michael Phelps Foundation (MPF) offers grants to organizations to implement its Individual Medley (IM) Program which provides water safety instruction, recreational aquatic activities, structured and organized swimming, and health, wellness, and goal-setting education to the community;

WHEREAS, the Parks and Recreation Department has been awarded \$4,000 to implement this program;

WHEREAS, the Parks and Recreation Department desires to accept this grant and offer the IM Program to the community;

WHEREAS, the FY2024 budget was adopted by Council Resolution #2023-85 on June 6, 2023;

WHEREAS, this action will necessitate a budget amendment; and

WHEREAS, the City of Surprise Administrative Policies requires the approval of the Mayor and Council for budget amendments of this nature.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Surprise, Arizona, as follows.

Section 1. That the statements and schedules attached as *Exhibit A* and incorporated by reference are adopted, amending the budget of the City of Surprise, Arizona for the fiscal year July 1, 2023, through June 30, 2024.

Section 2. The City is hereby authorized to accept a grant in the amount of \$4,000 from the Michael Phelps Foundation. The Award Letter from the Michael Phelps Foundation to the City of Surprise, attached as *Exhibit B* and incorporated by reference, is approved.

Section 3. The City Manager, or his designee, is hereby authorized to execute and submit all documents and other necessary or desirable instruments in connection with said agreement.

SIGNATURES ON FOLLOWING PAGE

APPROVED AND ADOPTED this ____ day of _____, 2024.

Skip Hall, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2024-73

Exhibit A

1. Appropriation - The allocations represent a movement of budget authority in the amount of \$4,000 within the Grants Fund to establish a budget to implement the Michael Phelps Foundation's IM Program to accept a grant from the Michael Phelps Foundation for swim lesson instruction. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Grants	Parks and Recreation	#G54102 MPF Learn to Swim Program	E	2,400	4,000	6,400
Grants	Parks and Recreation	#G54102 MPF Learn to Swim Program	R	2,400	4,000	6,400
Contingency	General Operations	Contingency	E	57,593,700	(4,000)	57,589,700
Contingency	General Operations	Other	R	74,702,900	(4,000)	74,698,900
Expense Total				57,596,100	-	57,596,100
Revenue Total				74,705,300	-	74,705,300

RESOLUTION # 2024-73
Exhibit B



CHECK LIST

- Review this!
- Attend the optional Zoom Meeting on February 21, 2024
- Complete IM Program Grant Acceptance Form by March 1, 2024
- Add IM Trainer as a Collaborator in Survey Monkey by March 1, 2024
- IM Trainer Completes Trainual online training by April 1, 2024
- Send IM Trainer to in-person training (see below for dates)
- Obtain and upload insurance to Survey Monkey prior to start of program
- Complete IM Program Report by December 1, 2024



SURVEY MONKEY mpf.smapply.io

Your Survey Monkey account is home to your application and your 2024 resources. Please make sure your IM Trainer has access to the portal (you can add them as a collaborator). You will gain access to the resources once you have submitted the IM Program Grant Acceptance Form is submitted.



TRAINUAL

Your IM Trainer will receive an invitation to Trainual.com on March 5, 2024. They will need to complete the online training prior to April 1, 2024. The IM Trainer **MUST** complete the training prior to attending the in-person IM Training.



IM TRAINING

In addition to the online training in Trainual, your IM Trainer is required to attend one of these trainings (unless they were trained in 2023):

Option 1: Friday, April 12th 4:30pm - Saturday, April 13th 7:00pm, Avondale, Arizona

Option 2: Tuesday, April 30th 4:30pm - Wednesday, May 1st 7:00pm, Avondale, Arizona

*Hotel: Hampton Inn & Suites, 2000 N. Litchfield Rd., Goodyear, AZ - approximately 22 miles west of Phoenix International Airport (PHX). Day 2 of training will be held at Avondale Aquatics Center.

The \$4,000 grant includes funds to cover the cost of travel - the IM Trainer/Club is responsible for travel to get to and from the training. All other accommodations and training costs are covered by MPF (hotel/food/transportation between pool and hotel).

A Zoom meeting will be held for the IM Trainers prior to the in-person training for introductions (Option 1 - April 4 1:00pm EST; Option 2 - April 24 1:00pm EST). Links will be sent directly to the IM Trainers.



QUESTIONS

We will host an optional Question & Answer Zoom Meeting:

Wednesday, February 21, 2024

1:00pm-2:00pm EST

Join Zoom Meeting

<https://us06web.zoom.us/j/89725792969>

Meeting ID: 897 2579 2969



GRANT PAYMENT

Payment will be for \$4,000 and go through the Boys & Girls Clubs of America. LaTrese Coyt (lcoyt@bgca.org) will reach out with a Letter of Agreement that will need to be signed by your Chief Professional Officer and returned prior to receiving the funds. You must complete the IM Program Grant Acceptance Form with the correct information.

The funds are up to the individual club to determine how they are used (IM Trainer travel/staffing/supplies/transportation/facility/etc). We don't ask for receipts, but we do ask for a total budget on the end of year IM Program Report to help us plan for future grants.



IMPLEMENTATION

Clubs should be working to recruit, train and schedule staff to implement the program.

The minimum number of participants for the full grant is 50, but more are always welcomed. The minimum requirement for teaching the program:

8 - 30 minute (in-water) IM Safe lessons (Get Comfortable, Get Moving, Get Strong)*

*Upon successful completion of the Water Safety Review, participants may move on to IM Fun and IM Fast.

8 - IM Successful (classroom) lessons

16 - IM Healthy (classroom) lessons

When registering participants, please reference the guide on page 12 of the Program Manual for assistance. Please also review the IM Program Report (mpf.smapply.io) to make sure you are asking all of the necessary questions before and after the program.



SUPPLIES

Supply requests are in the IM Program Program Grant Acceptance Form. You may request printed copies of the IM Participant Guide (IM Healthy and IM Successful lessons) shipped to you. Guides are available to download in Survey Monkey as well.

New clubs can also request a Michael Phelps Foundation Water Safety Banner.

IM Safe Award Medals are used for those passing the Water Safety Review. They will be available at training for IM Trainers.

All other supplies should be purchased by the club using grant funds.



CONTACT US

Thank you for joining the Michael Phelps Foundation Team. Please let us know if you have any questions or concerns.

Stacy Beadle, Program Manager
stacy@michaelphelpsfoundation.org
602-750-4647

Megan Johnson, Program Coordinator
megan@michaelphelpsfoundation.org
623-640-7625

From: [Daniel Luvisi](#)
To: [Joann Estfan](#)
Subject: Fwd: Michael Phelps Foundation Grants
Date: Tuesday, April 9, 2024 7:19:12 PM
Attachments: [2024FullIMInfo.pdf](#)

Here you go!

Daniel Luvisi
Recreation Supervisor
Parks & Recreation
City of Surprise
623-222-2251

From: Stacy Beadle <stacy@michaelphelpsfoundation.org>
Sent: Monday, February 19, 2024 1:19:23 PM
To: Daniel Luvisi <Daniel.Luvisi@surpriseaz.gov>
Subject: Michael Phelps Foundation Grants

*****The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.*****

Congratulations! You have been selected to receive the Michael Phelps Foundation's \$4,000 IM Program grant for 2024. Thank you for your interest in bringing the IM Program to your community. Our goal is for program participants to be comfortable and confident in and out of the water, advance their swimming skills, set and achieve personal goals, and have good overall health.

We require you to attend an in-person/in-water training before implementing the full program. Please see the attached Info Sheet with details on the trainings offered. We will be hosting an optional Zoom Meeting for those with additional questions:

Wednesday, February 21, 2024
1:00pm-2:00pm EST
<https://us06web.zoom.us/j/89725792969>
Meeting ID: 897 2579 2969

To officially accept the grant, you must complete the IM Program Grant Acceptance Form <https://mpfoundation24.wufoo.com/forms/z1ozut200fv20hm/>. Please make sure to complete by March 1, 2024.

We are excited to have you on board this year. If things change and you are unable to implement the program, please let us know as soon as possible.

Sincerely,

The Michael Phelps Foundation Team

--

Stacy Beadle // Program Manager

Michael Phelps Foundation

7 Ocean Street, 2nd Floor, South Portland, Maine 04106

Direct: (602) 750 - 4647

Promoting water safety, healthy living and the pursuit of dreams ...



April 29, 2024

City of Surprise Parks & Recreation Dept.
Attn: Christine Frederickson
15960 N. Bullard Ave.
Surprise, AZ 85374

Dear City of Surprise,

On behalf of the Michael Phelps Foundation, I would like to thank you for providing excellent services and programs.

We are pleased to partner with your organization and have enclosed your \$4,000 IM Program Grant. Drowning is a leading cause of death among children, and together, we are making a difference. We're working hard to ensure participants are reached with important water-safety lessons and health and goal-setting instruction. Our IM program is making an impressive impact, and we continually receive positive feedback.

We are grateful for the opportunity to work with your impressive organization and look forward to great results.

Sincerely,

Megan Johnson
Michael Phelps Foundation



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: May 21, 2024 Contact Person: Leslie Carnie
Submitting Department: Community Development District: District 1
Staff Recommendations:

Consent: Yes	Regular: No	Public Hearing: No	Report/Discussion: No
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Agenda Wording:

Consideration and action pertaining to approval of the Final Plat entitled, “Asante – Unit 3.4A & 3.4B” and dated March 01, 2024, a site generally located northeast of Happy Valley Road and Pat Tillman Boulevard.

Motion:

I move to approve the Final Plat entitled, “Asante – Unit 3.4A & 3.4B” and dated March 01, 2024.

Background:

Zach Hilgart, with Hilgart Wilson, seeks approval of a Final Plat of Asante Planning Area 4 Units 3.4A and 3.4B. The proposed Final Plat includes the subdivision of approximately 15.82 gross acres into 46 single-family lots and approximately 2.6 acres of ROW for a net density of 3.5 DU/Ac. in Unit 3.4B. Additionally, the school site, Unit 3.4A, will be platted as a tract reserved for future development.

Objective Analysis:

The subject Final Plat meets the requirements of the Asante PAD, in addition to other requirements as set forth in the Surprise Municipal Code. All city reviewing departments have reviewed the request and expressed no concerns.

Policy Compliant:

This proposed Final Plat is consistent with the Surprise General Plan 2035, Asante PAD, and the Land Development Ordinance.

Financial Impact:

While this item does not have an immediate or direct financial impact, ongoing development activity in the city will inevitably have a future financial impact as additional resources are needed to provide city services.

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

This item does not have an impact on current staffing levels.

ATTACHMENTS:

1. 00- FS23-1101 Asante PA4 Units 3.4A and 3.4B Final Plat- Staff Report
 2. 01 - FS23-1101 Anante PA4 Units 3.4A and 3.4B Final Plat - Vicinity Map
 3. 02 - FS23-1101 Anante PA4 Units 3.4A and 3.4B Final Plan - Zoning Map
 4. 03 - FS23-1101 Anante PA4 Units 3.4A and 3.4B Final Plat - Final Plat
 5. 04 – FS23-1101 Asante PA4 Units 3.4A and 3.4B Final Plat - Luke AFB Comments
 6. FS23-1101 - Asante PA4 Units 3.4A and 3.4B - Presentation
-

Case: FS23-1101

Project Name: Asante PA 4 Unit 3.4A and 3.4B – Final Plat

Council District: 1 - Acacia

City Council Date: May 21, 2024

Planner: Leslie Carnie, Planner II

Owner: Asante Development Partners, LLC

Applicant: Zach Hilgart with Hilgart Wilson

Request: Final Plat to subdivide approximately 15.82 gross acres into 46 single-family residential lots and approx. 2.6 acres of ROW.

Site Location: Generally located northeast of Happy Valley Road and Pat Tillman Boulevard.

Site Size: Approximately 15.82 Acres (Gross)

Net Density: 3.5 DU/Ac (Net)

General Plan Conformance: The proposed Final Plat is consistent with the Surprise General Plan 2035.

Findings:

- The proposed Final Plat is consistent with the Asante Planned Area Development (PAD).
- The proposed Final Plat is consistent with the Preliminary Plat, case FS23-0141.
- The proposed Final Plat is consistent with the applicable City of Surprise regulations.
- The reviewing agencies have indicated no objections to the request.

Alternative Actions: **Approve** – Approval of the proposed Final Plat will allow the applicant the ability to subdivide the property as proposed.

Deny – Denial of the requested Final Plat will prevent the applicant from subdividing the property as proposed.

PROJECT DESCRIPTION:

Zach Hilgart, with Hilgart Wilson, seeks approval of a Final Plat, Asante Planning Area 4 Units 3.4A and 3.4B. The proposed Final Plat includes the subdivision of approximately 15.82 gross acres into 46 single-family lots and approximately 2.6 acres of ROW for a net density of 3.5 DU/Ac. in Unit 3.4B; whereas approximately 16.10 acres in Unit 3.4A will be platted as a tract reserved for the future development of a school.

SURROUNDING LAND ZONING:

The following map depicts the existing zoning of the subject site and its surrounds:



RM-9 PUD	RM-9 PUD	PAD – Desert Oasis
PAD - Asante	PAD – Asante	PAD – Asante
RM-9 PUD	PAD – Asante	PAD – Asante

BACKGROUND:

November 3, 1988: City Council approved the annexation (Ordinance 88-24) of the subject property.

November 24, 2004: City Council approved Ordinance 04-41 for the Asante Planned Area Development under case PAD04-124.

August 29, 2022: A minor amendment to the Asante PAD was approved administratively under case FS22-0756 to modify street alignments, school and amenity site locations, and development standards.

September 07, 2023: The Planning and Zoning Commission approved a Preliminary Plat for Asante Planning Area 4 under case FS23-0141.

December 12, 2023: The applicant filed the subject case, FS23-1101.

ANALYSIS AND DISCUSSION:

The subject request includes a Final Plat for Planning Area 4, Units 3.4A and 3.4B within the Asante PAD. The 46 single-family residential lots created by this plat fall under Lot Category “F” (70’ x 120’) and Lot Category “B” (53’ X 120’). Unit 3.4A is an approximately 16.10-acre area designated in the PAD as school site. This unit is being platted as a future development tract. The area of 3.4A is excluded from site area and density calculations.

Access

Access to the site is provided from Happy Valley Road via Honeysuckle Drive and the future Cotton Lane roadway via 171st Drive. Additional internal access is provided to Units 3.7A and 3.6B.

Open Space & Landscaping

The Asante PAD requires 10% open space for low-density residential developments. The approved Planning Area 4 Preliminary Plat provides 13.6% open space. No changes have been made to the open space plan for Unit 3.4B and the Landscape Plan is in conformance with the Preliminary Plat. The site is to be landscaped with native and low water use plants allowed by the PAD and consistent with the overall Asante development.

Residents within Planning Area 4 have access to the clubhouse planned for Unit 3.10A within Asante Planning Area 3.

Utility and Services Table:

Water:	City of Surprise
Wastewater:	City of Surprise
School District:	Dysart Unified School District

106 **Conformance with Adopted Plans:**

107
108 The Surprise General Plan shows the subject property as lying within the Neighborhood
109 Character Area, which supports residential development of up to 8 DU/Ac or more. At a
110 net density of 3.5 DU/Ac, this development is consistent with the General Plan in this
111 regard.

112
113 This request is also consistent with the General Plan in that it promotes connectivity to
114 existing and future development within the Asante PAD for a range of mobility options.

115
116 **Reviewing Agencies:**

117
118 In addition to the standard city reviewing agencies, who indicate no objections to the
119 request, Luke Air Force Base and the Maricopa Water District were included in the routing
120 of the case and indicate no objections.

121
122 **Summary:**

123
124 The subject Final Plat meets the requirements of the Asante PAD, in addition to other
125 applicable requirements. All city reviewing departments have reviewed the request and
126 expressed no concerns.

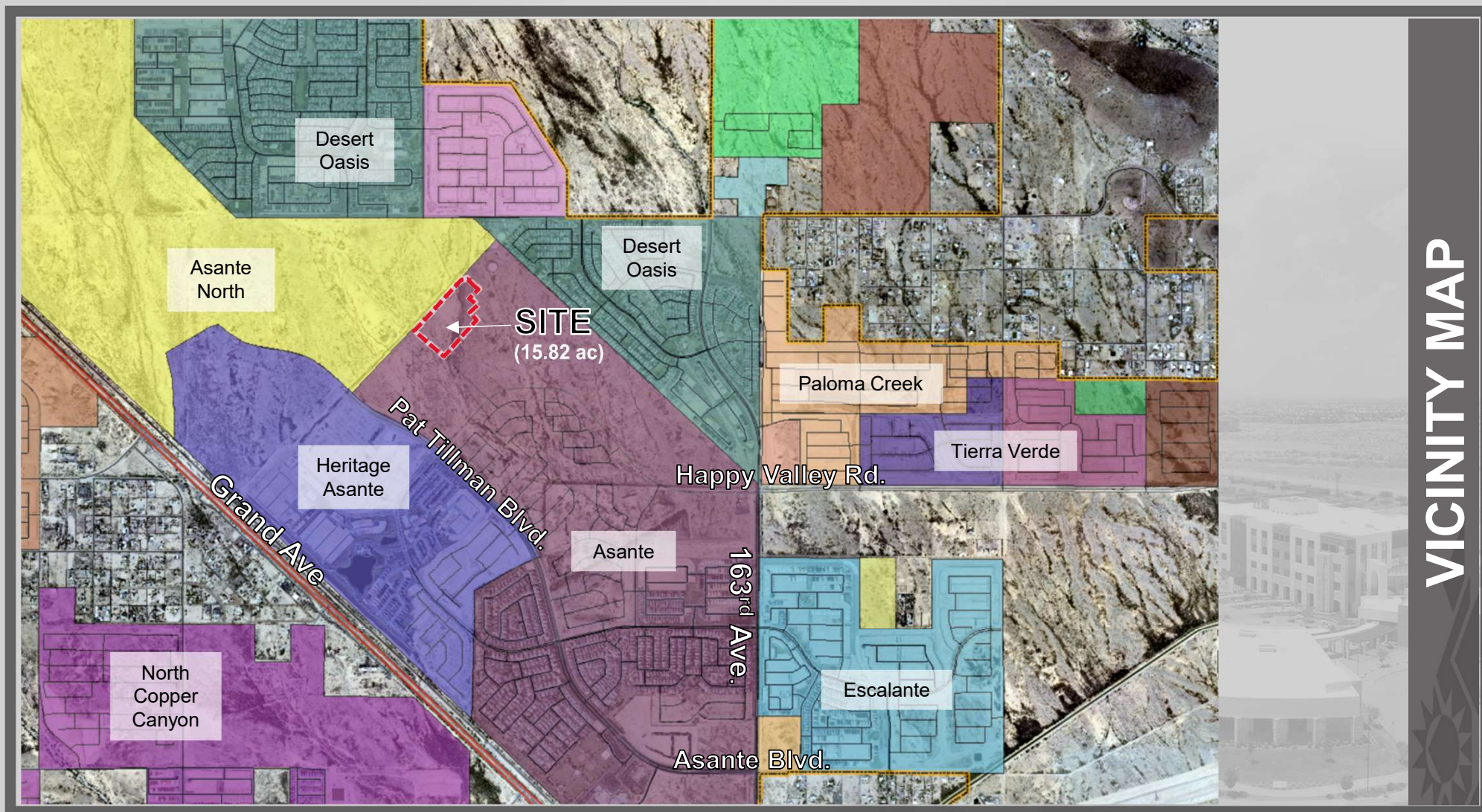
127
128 **Findings:**

- 129
130
 - The proposed Final Plat is consistent with the Asante PAD.
 - The proposed Final Plat is consistent with the Preliminary Plat, case FS23-0141.
 - The proposed Final Plat is consistent with the applicable City of Surprise regulations.
 - The reviewing agencies have indicated no objections to the request.

134

135 **Attachments:**

136
137 01 Vicinity Map
138 02 Zoning Map
139 03 Final Plat
140 04 Luke AFB Letter
141 PPT
142





ZONING MAP

DEDICATION

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

KNOW ALL PERSONS BY THESE PRESENTS: THAT **ASANTE DEVELOPMENT PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY**, AS OWNER, OF A SUBDIVISION WITHIN THE COUNTY OF MARICOPA, HAS SUBDIVIDED UNDER THE NAME OF **"ASANTE – UNIT 3.4B"**, A PORTION OF THE NORTHWEST QUARTER OF SECTION 1, AND THE EAST HALF OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF SAID **"ASANTE – UNIT 3.4B"** AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, TRACT, STREET, AND EASEMENT CONSTITUTING SAME, AND THAT EACH LOT, TRACT AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

OWNER HEREBY DEDICATES TO THE CITY OF SURPRISE FEE TITLE TO ALL PUBLIC RIGHTS–OF–WAY AS SHOWN ON THIS FINAL PLAT.

OWNER HEREBY GRANTS TO THE PUBLIC A PERPETUAL NON–EXCLUSIVE EASEMENT IN, UPON, OVER, UNDER, THROUGH, AND ACROSS THE AREAS DESIGNATED AS PUBLIC UTILITY EASEMENTS AS SHOWN ON THE PLAT FOR THE PURPOSE OF ACCESSING, INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING AND UTILIZING PUBLIC UTILITIES.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL NON–EXCLUSIVE EASEMENT OVER, UPON AND ACROSS THE AREAS DESIGNATED AS SIGHT VISIBILITY TRIANGLES FOR THE PURPOSE OF ENSURING THAT THESE AREAS REMAIN FREE OF SIGHT VISIBILITY OBSTRUCTIONS.

OWNER HEREBY GRANTS TO THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE ("USAF") AN AVIGATION EASEMENT OVER AND ACROSS THIS PLAT AND EVERY LOT AND PARCEL THEREOF, WHICH EASEMENT SHALL INCLUDE, BUT NOT BE LIMITED TO, THE RIGHT OF FLIGHT OF AIRCRAFT OVER THIS PLAT, TOGETHER WITH ITS ATTENDANT NOISE, VIBRATIONS, FUMES, DUST, FUEL AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUKE AIR FORCE BASE AND/OR AUXILIARY FIELD.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL EASEMENT ACROSS THE PLAT INCLUDING ROADS AND STREETS, OPEN SPACES, COMMUNITY FACILITIES, TRACTS, SIDEWALKS, DRAINAGE BASINS, AND ANY PROPERTY WITHIN THE PLAT OWNED BY THE HOMEOWNERS ASSOCIATION FOR THE PURPOSE OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS FOR TRASH COLLECTION VEHICLES AND EMERGENCY VEHICLES.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE AN ODOR EASEMENT OVER, UPON AND ACROSS THIS PLAT AND EVERY LOT AND PARCEL THEREOF, WHICH EASEMENT SHALL INCLUDE, BUT NOT BE LIMITED TO, THE RIGHT TO INVADE WITH ODORS, FUMES, SMELLS, AND PHYSICAL AIRBORNE PARTICULATES CAUSED BY THE OPERATION AND MAINTENANCE OF THE CITY'S WATER RECLAMATION FACILITIES.

ALL IMPROVEMENTS, FOR STREETS AND PUBLIC UTILITIES OWNED AND OPERATED BY THE CITY, INSTALLED OR CONSTRUCTED BY OWNER WITHIN THE PUBLIC RIGHTS–OF–WAY, THE EASEMENTS, OR ANY TRACTS OR PARCELS HEREBY DEDICATED TO THE CITY OF SURPRISE SHALL BE DEEMED TO HAVE BEEN DEDICATED BY OWNER TO THE CITY UPON THEIR COMPLETION; HOWEVER, SUCH TRANSFER SHALL NOT OCCUR UNTIL THE CITY COUNCIL FOR THE CITY OF SURPRISE MANIFESTS ITS ACCEPTANCE BY SEPARATE FORMAL COUNCIL ACTION.

THE EASEMENTS GRANTED WITHIN THIS DEDICATION ARE PERMANENT AND PERPETUAL AND SHALL RUN WITH THE LAND AND BE BINDING UPON OWNER AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS PLAT OR ANY PARCEL OR LOT THEREOF.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL NON–EXCLUSIVE EASEMENT OVER, UNDER, UPON, AND ACROSS ALL AREAS DESIGNATED ON THE PLAT AS WATER/SEWER LINES, MANHOLES, FIRE HYDRANTS AND WATER METERS FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING, AND UTILIZING THE WATER/SEWER LINES, MANHOLES, FIRE HYDRANTS AND WATER METERS.

IN WITNESS WHEREOF:

ASANTE DEVELOPMENT PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HAS HEREUNTO CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED DULY AUTHORIZED OFFICER THIS ____ DAY OF _____, 2024.

ASANTE DEVELOPMENT PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: **LENNAR COMMUNITIES DEVELOPMENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY**
ITS: **MANAGER**

BY: _____

NAME: **JEFF GUNDERSON**

TITLE: **VICE PRESIDENT**

ACKNOWLEDGMENT

ON THIS, THE ____ DAY OF _____, 2024 BEFORE ME, PERSONALLY APPEARED **JEFF GUNDERSON**, WHO ACKNOWLEDGED HIMSELF TO BE THE **VICE PRESIDENT OF LENNAR COMMUNITIES DEVELOPMENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY**, THE MANAGER OF **ASANTE DEVELOPMENT PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY**, AND ACKNOWLEDGED THAT HE, AS SUCH **OFFICER**, BEING DULY AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES CONTAINED THEREIN.

IN WITNESS WHEREOF, I HEREBY SET MY HAND AND OFFICIAL SEAL:

NOTARY PUBLIC _____ MY COMMISSION EXPIRES _____

COMMUNITY ASSOCIATION RATIFICATION

BY THIS RATIFICATION, _____ AS THE _____ OF THE ASANTE PHASE 2 COMMUNITY ASSOCIATION, AN ARIZONA NONPROFIT CORPORATION, ACKNOWLEDGES THE RESPONSIBILITIES OF SAID ASSOCIATION AS SET FORTH HEREIN.

ASANTE PHASE 2 COMMUNITY ASSOCIATION, AN ARIZONA NONPROFIT CORPORATION

BY: _____

NAME: _____

TITLE: _____

ACKNOWLEDGMENT FOR RATIFICATION

ON THIS, THE ____ DAY OF _____, 2024 BEFORE ME, PERSONALLY APPEARED _____ WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE _____ OF ASANTE PHASE 2 COMMUNITY ASSOCIATION, AN ARIZONA NONPROFIT CORPORATION, AND ACKNOWLEDGED THAT HE/SHE, AS SUCH _____ BEING DULY AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES CONTAINED THEREIN.

IN WITNESS WHEREOF, I HEREBY SET MY HAND AND OFFICIAL SEAL:

NOTARY PUBLIC _____ MY COMMISSION EXPIRES _____

FINAL PLAT
OF
ASANTE - UNIT 3.4A & 3.4B
SURPRISE, ARIZONA
A PORTION OF THE NORTHWEST QUARTER OF
SECTION 1, AND THE EAST HALF OF SECTION 2,
TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND
SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

LENDERS' CONSENT

THE UNDERSIGNED, WHICH IS THE BENEFICIARY AND ADMINISTRATIVE AGENT ON BEHALF OF ITSELF AND OTHER LENDERS AS DEFINED IN THE LOAN AGREEMENT OF EVEN DATE WITH THE DEED OF TRUST ("LENDERS"), UNDER THAT CERTAIN CONSTRUCTION DEED OF TRUST AND FUTURE FILING (WITH ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT) RECORDED ON NOVEMBER 10, 2022, AT DOCUMENT NO. 20220831563 IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA ("DEED OF TRUST") AS A FIRST LIEN ON THE PROPERTY DESCRIBED IN THE DEED OF TRUST ("LENDERS' LIEN"), FOR AND ON BEHALF OF THE LENDERS AND THEIR SUCCESSORS AND ASSIGNS, HEREBY (A) CONSENTS TO THE RECDORDATION OF THIS FINAL PLAT ("FINAL PLAT"), AND EACH AND EVERY DEDICATION, EASEMENT, RIGHT–OF–WAY, COVENANT, CONDITION AND RESTRICTION MORE SPECIFICALLY SET FORTH IN THIS FINAL PLAT; (B) AGREES THAT, UPON THE RECDORDATION OF THIS FINAL PLAT, THE LENDERS' LIEN WITH RESPECT TO THE PROPERTY DESCRIBED IN THIS FINAL PLAT IS HEREBY DEEMED SUBJECT AND SUBORDINATE TO THIS FINAL PLAT; WITH LENDERS' LIEN CONTINUING IN EFFECT AGAINST SUCH PROPERTY AS SUCH LEGAL DESCRIPTION HAS BEEN MODIFIED BY RECDORDATION OF THIS FINAL PLAT; AND (C) AGREES THAT UPON THE RECDORDATION OF THIS FINAL PLAT ALL PROPERTY DEDICATED TO THE CITY OF SURPRISE HEREUNDER IS RELEASED FROM THE LENDERS' LIEN.

DATED: _____, 2024.

ZIONS BANCORPORATION, N.A. DBA CALIFORNIA BANK & TRUST

BY: _____

NAME: _____

ITS: _____

ACKNOWLEDGMENT FOR LENDERS' CONSENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF _____

ON _____ BEFORE ME, _____ PERSONALLY APPEARED _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY

EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.
WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE _____ (SEAL)

PUBLIC NOTICE:

THE LOTS DEPICTED ON THIS PLAT ARE LOCATED WITHIN THE VICINITY OF LUKE AIR FORCE BASE AND MAY BE SUBJECT TO OVERFLIGHTS BY JET AIRCRAFT. ALL STRUCTURES WITHIN THIS PLAT SHALL BE CONSTRUCTED IN COMPLIANCE WITH THE SOUND ATTENUATION STANDARDS ADOPTED BY THE CITY OF SURPRISE. A MAP DEPICTING THE MOST CURRENT ADOPTED MAG NOISE CONTOURS IN RELATION TO THIS PLAT SHALL BE DISPLAYED IN ALL SALES OFFICES. ADDITIONAL INFORMATION MAY BE OBTAINED BY CONTACTING THE CITY OF SURPRISE COMMUNITY DEVELOPMENT DEPARTMENT.

RELEASE OF LIABILITY

ASANTE DEVELOPMENT PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, "OWNER" DOES HEREBY (1) RELEASE AND DISCHARGE THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE (USAF) AND THE CITY OF SURPRISE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE USAF AND THE CITY OF SURPRISE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH AIRCRAFT OVERFLIGHTS FROM AIRCRAFT UTILIZING LUKE AIR FORCE BASE, WHETHER SUCH DAMAGE SHALL ORIGINATE FROM NOISE, VIBRATION, FUMES, DUST, FUEL AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUKE AIR FORCE BASE AND/OR ITS AUXILIARY FIELDS. THIS INSTRUMENT SHALL RUN WITH THE LAND AND BE BINDING UPON OWNER AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS PLAT OR ANY PARCEL OR LOT THEREOF. THIS INSTRUMENT DOES NOT RELEASE THE USAF FROM LIABILITY FOR DAMAGE OR INJURY TO PERSON OR PROPERTY CAUSED BY FALLING AIRCRAFT OR FALLING PHYSICAL OBJECTS FROM AIRCRAFT, EXCEPT AS STATED HEREIN WITH RESPECT TO NOISE, FUMES, DUST, FUEL, AND LUBRICANT PARTICLES.

ASANTE DEVELOPMENT PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ("OWNER"), DOES HEREBY (1) RELEASE AND DISCHARGE THE CITY OF SURPRISE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH THE AREAS LOCATED WITHIN THE NEWLY DEDICATED RIGHT–OF–WAY AS DEPICTED ON THIS PLAT UNTIL SUCH TIME THE RIGHT–OF–WAY IS IMPROVED TO CITY STANDARDS AND THOSE IMPROVEMENTS ARE APPROVED AND ACCEPTED BY THE CITY COUNCIL. THE MAINTENANCE OF THE AREA WITHIN ANY NEWLY DEDICATED RIGHT–OF–WAY AS SHOWN ON THIS PLAT SHALL BE THE RESPONSIBILITY OF THE ADJACENT OWNER/OR SUBSEQUENT ADJACENT OWNERS WITHIN THE BOUNDARY OF SAID PLAT UNTIL SUCH TIME THAT THE AREA WITHIN THE RIGHT–OF–WAY IS IMPROVED TO CITY STANDARD AND ACCEPTED BY THE CITY OF SURPRISE.

OWNER HEREBY FURTHER AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE FROM ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY LOCATED WITHIN THE RIGHT OF WAY THAT MAY ARISE IN CONNECTION WITH THE USE OF THE SIDEWALKS LOCATED WITHIN THE RIGHT–OF–WAY, UNTIL SUCH TIME THE CITY OF SURPRISE HAS ACCEPTED THE SIDEWALKS.

100 YEAR ASSURED WATER SUPPLY

THE AREA PLATTED HEREON LIES WITHIN THE DOMESTIC WATER SERVICE AREA OF CITY OF SURPRISE DESERT OASIS PUBLIC WATER SYSTEM 04–07–523 WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT A.R.S. § 45–576.

OWNER

ASANTE DEVELOPMENT PARTNERS, LLC
1665 W. ALAMEDA DRIVE, SUITE 130
TEMPE, ARIZONA 85282

SURVEYOR

HILGARTWILSON, LLC
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, ARIZONA 85016
PHONE: (602)730–3810
CONTACT: DAVID M. SCHLIEF, RLS

SHEET INDEX

FP01 COVER SHEET
FP02 LEGAL DESCRIPTION, SHEET INDEX MAP,
NOTES, AREA TABLES & VISIBILITY DETAIL
FP03–FP06 FINAL PLAT SHEETS

BASIS OF BEARING

BASIS OF BEARING IS SOUTH 88°55'18" EAST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN UPON THE MASTER PLAT FOR ASANTE PLANNING AREA 3 RECORDED AT BOOK 1733 OF MAPS, PAGE 2, MARICOPA COUNTY RECORDS.

NOTES

- NO PERMANENT STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED ON, OVER OR PLACED WITHIN EASEMENTS. IT SHALL BE FURTHER UNDERSTOOD THAT THE CITY OF SURPRISE SHALL NOT BE REQUIRED TO REPLACE ANY OBSTRUCTIONS OR PLANTING THAT MUST BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION, OR RECONSTRUCTION OF CITY UTILITIES.
- ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND.
- ALL STRUCTURES AND LANDSCAPING WITHIN THE 30'x30' VISIBILITY TRIANGLE ALONG THE PROPERTY LINES AT LOT CORNERS SHALL BE MAINTAINED AT A MAXIMUM HEIGHT OF 30" ABOVE GROUND LEVEL. (SEE DETAIL SHEET 2)
- ALL EXTERIOR SUBDIVISION BOUNDARY CORNERS ARE AS SHOWN PER THIS PLAT IN CONFORMANCE WITH ARIZONA STATUTE. ALL INTERIOR CORNERS AND MONUMENTS ARE TO BE SET BY THE SURVEYOR RESPONSIBLE FOR THE CONSTRUCTION SURVEY AND STAKING OF THIS PROJECT AND MUST BE IN CONFORMANCE WITH SAID ARIZONA STATUTORY REQUIREMENTS.
- PROVISIONS SHALL BE MADE FOR DEVELOPMENT AND MAINTENANCE OF STREET LIGHTS THROUGH THE CREATION OF A STREET LIGHT IMPROVEMENT DISTRICT (S.L.I.D.).
- NO ON–SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
- IN ACCORDANCE WITH ARS § 9–461.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN.
- PURSUANT TO A.R.S. § 42–1102, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS # 14751 AND 14710, WHEN APPLICABLE.
- THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS, AND PARKS SHALL BE THE RESPONSIBILITY OF THE OWNER OR THE HOMEOWNERS' ASSOCIATION FORMED BY THE OWNER.
- THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHTS–OF–WAY, INCLUDING LANDSCAPED MEDIANS WITHIN COLLECTORS AND LOCAL STREETS, AND LANDSCAPED AREAS BETWEEN THE CURB AND THE DETACHED SIDEWALK, SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE HOMEOWNERS' ASSOCIATION FORMED BY THE ADJACENT PROPERTY.
- LANDSCAPING MAINTENANCE OF THE MEDIANS WITHIN THE PUBLIC RIGHT–OF–WAY WITHIN ANY ARTERIAL OR PARKWAY STREET CLASSIFICATION SHALL BE RESPONSIBILITY OF THE CITY OF SURPRISE AFTER ACCEPTANCE.
- THIS FINAL PLAT IS IN SUBSTANTIAL CONFORMANCE WITH THE PRELIMINARY PLAT APPROVED BY THE CITY OF SURPRISE UNDER CASE FS23–0141.
- DEVELOPMENT STANDARDS ARE PER THE CITY OF SURPRISE ZONING CASE FS22–0756 OR AS SUBSEQUENTLY AMENDED.

CITY OF SURPRISE ENGINEER APPROVAL:

DATA ON THIS PLAT REVIEWED AND APPROVED THIS ____ DAY OF _____, 2024, BY THE CITY ENGINEER OF SURPRISE, ARIZONA.

APPROVED _____
CITY ENGINEER

CITY OF SURPRISE COUNCIL APPROVAL:

APPROVED BY THE CITY COUNCIL OF THE CITY OF SURPRISE, ARIZONA.

THIS ____ DAY OF _____, 2024.

ATTEST:

MAYOR DATE

CITY CLERK DATE

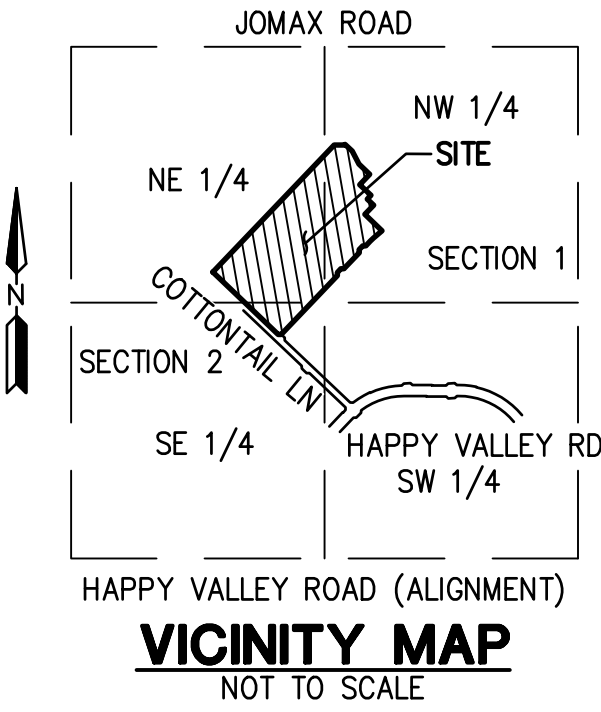
CERTIFICATION

THIS IS TO CERTIFY THAT THE SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF NOVEMBER, 2023; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT THE EXTERIOR BOUNDARY MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT THEIR POSITIONS ARE CORRECTLY SHOWN; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THIS SURVEY TO BE RETRACED.

DAVID M. SCHLIEF
RLS 31034
HILGARTWILSON, LLC
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, ARIZONA 85016
P: 602.490.0535
dschief@hilgartwilson.com



NOTE:
A.R.S. 32–151 STATES THAT THE USE OF THE WORD "CERTIFY" OR "CERTIFICATION" BY A PERSON OR FIRM THAT IS REGISTERED OR CERTIFIED BY THE BOARD IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING FACTS OR FINDINGS THAT ARE SUBJECT OF THE CERTIFICATION AND DOES NOT CONSTITUTE AN EXPRESS OR IMPLIED WARRANTY OR GUARANTEE.



HILGARTWILSON
HAS JOINED COLLIER'S ENGINEERING & DESIGN
2141 E. HIGHLAND AVE., STE. 250 | P: 602.490.0535 / F: 602.368.2436
PHOENIX, AZ 85016
www.hilgartwilson.com

ASANTE - UNITS 3.4A & 3.4B
ASANTE BOULEVARD & PAT TILLMAN BOULEVARD
SURPRISE, ARIZONA
FINAL PLAT

PROJ. NO.: 1909	STATUS:
DATE: FEB 2024	MUNICIPAL TRACKING NO:
SCALE: NONE	DRAWN: WB
APPROVED: DMS	

DWG. NO.

FP01

SHT. 1 OF 6

CASE# FS23–1101

U:\1900\1909\SURVEY\PLAT\ASANTE 900\PLANNING AREA 4\ASANTE UNIT 3.4A AND UNIT 3.4B\1909–A03–4B–FP01.dwg 3/1/2024 9:45 AM

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LEGAL DESCRIPTION

A PORTION OF LAND SITUATE WITHIN SECTIONS 1 AND 2, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 2 INCH ALUMINUM CAP ACCEPTED AS THE SOUTHWEST CORNER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, FROM WHICH A FOUND GLO BRASS CAP ACCEPTED AS THE SOUTH QUARTER CORNER OF SAID SECTION 36 BEARS SOUTH 89°40'45"EAST, A DISTANCE OF 2639.49 FEET;

THENCE SOUTH 89°40'45"EAST ALONG THE SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 36, A DISTANCE OF 907.94 FEET TO THE NORTHWEST CORNER OF SAID SECTION 1;

THENCE LEAVING SAID SOUTHERLY LINE, SOUTH 00°46'45"WEST, ALONG THE WESTERLY LINE OF SAID SECTION 1, A DISTANCE OF 760.53 FEET;

THENCE LEAVING SAID WESTERLY LINE, SOUTH 89°13'15"EAST, A DISTANCE OF 25.78 FEET TO THE POINT OF BEGINNING.

THENCE SOUTH 89°37'36" EAST, A DISTANCE OF 96.36 FEET;

THENCE NORTH 43°31'21" EAST, A DISTANCE OF 9.63 FEET;

THENCE SOUTH 46°28'39" EAST, A DISTANCE OF 93.60 FEET;

THENCE SOUTH 27°55'49" EAST, A DISTANCE OF 137.74 FEET;

THENCE SOUTH 46°28'39" EAST, A DISTANCE OF 140.00 FEET;

THENCE SOUTH 43°31'21" WEST, A DISTANCE OF 136.60 FEET;

THENCE SOUTH 46°28'39" EAST, A DISTANCE OF 146.10 FEET;

THENCE SOUTH 43°31'21" WEST, A DISTANCE OF 50.00 FEET;

THENCE SOUTH 46°28'39" EAST, A DISTANCE OF 83.00 FEET;

THENCE SOUTH 43°31'21" WEST, A DISTANCE OF 120.00 FEET;

THENCE SOUTH 46°28'39" EAST, A DISTANCE OF 224.93 FEET;

THENCE SOUTH 49°06'11" WEST, A DISTANCE OF 107.97 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 425.00 FEET;

THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 05°34'50", AN ARC LENGTH OF 41.39 FEET TO POINT OF TANGENCY;

THENCE SOUTH 43°31'21" WEST, A DISTANCE OF 60.50 FEET;

THENCE SOUTH 88°31'21" WEST, A DISTANCE OF 28.28 FEET;

THENCE SOUTH 43°31'21" WEST, A DISTANCE OF 50.00 FEET;

THENCE SOUTH 01°28'39" EAST, A DISTANCE OF 28.28 FEET;

THENCE SOUTH 43°31'21" WEST, A DISTANCE OF 210.00 FEET;

THENCE SOUTH 88°31'21" WEST, A DISTANCE OF 28.28 FEET;

THENCE SOUTH 43°31'21" WEST, A DISTANCE OF 50.00 FEET;

THENCE SOUTH 01°28'39" EAST, A DISTANCE OF 28.28 FEET;

THENCE SOUTH 43°31'21" WEST, A DISTANCE OF 770.64 FEET TO A CORNER ON THE NORTHERLY BOUNDARY LINE OF WEST COTTONTAIL LANE OF THE "MASTER PLAT FOR ASANTE PLANNING AREA 3", ACCORDING TO THE PLAT OF RECORD AT BOOK 1733 OF MAPS, PAGE 2 OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE SOUTH 88°31'21" WEST ALONG SAID NORTHERLY BOUNDARY LINE, A DISTANCE OF 28.28 FEET;

THENCE NORTH 46°28'39" WEST ALONG SAID NORTHERLY BOUNDARY LINE, A DISTANCE OF 856.02 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF 173RD AVENUE AS SHOWN IN THE MAP OF DEDICATION FOR ASANTE NORTH PHASE ONE, AS RECORDED IN BOOK 918, PAGE 8, MARICOPA COUNTY, RECORDS;

THENCE DEPARTING SAID NORTHERLY LINE, NORTH 43°31'21" EAST, A DISTANCE OF 1664.82 FEET TO THE POINT OF BEGINNING.

FLOOD ZONE DESIGNATION

THE FOLLOWING FLOOD PLAIN DESIGNATION AND ASSOCIATED COMMENTS ARE COPIED DIRECTLY FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) WEBSITE. HILGARTWILSON, LLC AND THE UNDERSIGNED REGISTERED PROFESSIONAL LAND SURVEYOR MAKE NO STATEMENT AS TO THE ACCURACY OR COMPLETENESS OF THE FOLLOWING FLOOD ZONE DESIGNATION STATEMENT.

THE SUBJECT PROPERTY LIES WITHIN SHADED ZONE "X" WITH A DEFINITION OF: 0.2-PERCENT-ANNUAL-CHANCE FLOODPLAIN, AREAS OF 1-PERCENT-ANNUAL-CHANCE (BASE FLOOD) SHEET FLOW FLOODING WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT, AREAS OF BASE FLOOD STREAM FLOODING WITH A CONTRIBUTING DRAINAGE AREA OF LESS THAN 1 SQUARE MILE, OR AREAS PROTECTED FROM THE BASE FLOOD BY LEVEES. NO BFES OR DEPTHS ARE SHOWN IN THIS ZONE, AND INSURANCE PURCHASE IS NOT REQUIRED. DESIGNATION DETERMINED BY FEMA FLOOD ZONE MAP 04013C1210L, PANEL NUMBER 1210 OF 4425, EFFECTIVE DATE OCTOBER 16, 2013.

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 1	8942	0.205
LOT : 2	8750	0.201
LOT : 3	8750	0.201
LOT : 4	8750	0.201
LOT : 5	8750	0.201
LOT : 6	8750	0.201
LOT : 7	8750	0.201
LOT : 8	8750	0.201
LOT : 9	8750	0.201
LOT : 10	8778	0.202
LOT : 11	27071	0.621
LOT : 12	14441	0.332
LOT : 13	9562	0.220
LOT : 14	9562	0.220
LOT : 15	9087	0.209
LOT : 16	9100	0.209
LOT : 17	9100	0.209
LOT : 18	9100	0.209
LOT : 19	8737	0.201
LOT : 20	8750	0.201

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 21	10013	0.230
LOT : 22	8788	0.202
LOT : 23	12829	0.295
LOT : 24	13562	0.311
LOT : 25	8750	0.201
LOT : 26	8738	0.201
LOT : 27	10957	0.252
LOT : 28	9345	0.215
LOT : 29	9011	0.207
LOT : 30	8370	0.192
LOT : 31	7818	0.179
LOT : 32	7898	0.181
LOT : 33	7875	0.181
LOT : 34	7863	0.180
LOT : 35	7862	0.180
LOT : 36	7875	0.181
LOT : 37	7875	0.181
LOT : 38	7465	0.171
LOT : 39	7250	0.166
LOT : 40	7543	0.173

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 41	8128	0.187
LOT : 42	10274	0.236
LOT : 43	9024	0.207
LOT : 44	8750	0.201
LOT : 45	8750	0.201
LOT : 46	8987	0.206

TRACT TABLE		
TRACT	AREA (ACRES)	USE
TRACT A	1.7001	COMMON AREA
TRACT B	0.0405	COMMON AREA
TRACT C	0.0387	COMMON AREA
TRACT D	0.0387	COMMON AREA
TRACT E	0.0387	COMMON AREA
TRACT F	1.2823	COMMON AREA, DRAINAGE
TRACT G	0.0775	COMMON AREA
TRACT H	16.0956	FUTURE SCHOOL SITE

AREAS

ROW AREA =	115,408 SQ. FT.	2.6494 ACRES
TRACTS A-G AREA =	140,111 SQ. FT.	3.2165 ACRES
LOT AREA =	433,829 SQ. FT.	9.9594 ACRES
GROSS AREA =	689,349 SQ. FT.	15.8256 ACRES
NET AREA =	573,971 SQ. FT.	13.1762 ACRES

DENSITY (GROSS) =	2.9 D.U. / ACRE
DENSITY (NET) =	3.5 D.U. / ACRE

NOTES:

1. SIGNS, FENCES, WALLS, UTILITY BOXES, STRUCTURES, SHRUBS, HEDGES OR OTHER PLANTS, BUT EXCLUDING TREES OVER 30 INCHES IN HEIGHT SHALL NOT BE PERMITTED WITHIN THE RESTRICTED AREAS.

2. PLANTING WITHIN THE R/W IN VIEW EASEMENTS SHALL BE PER THE APPROVED TYPES AND DIMENSIONS AND SHALL NOT ENCROACH WITHIN THE SIGHT TRIANGLE PER AASHTO GUIDELINES.

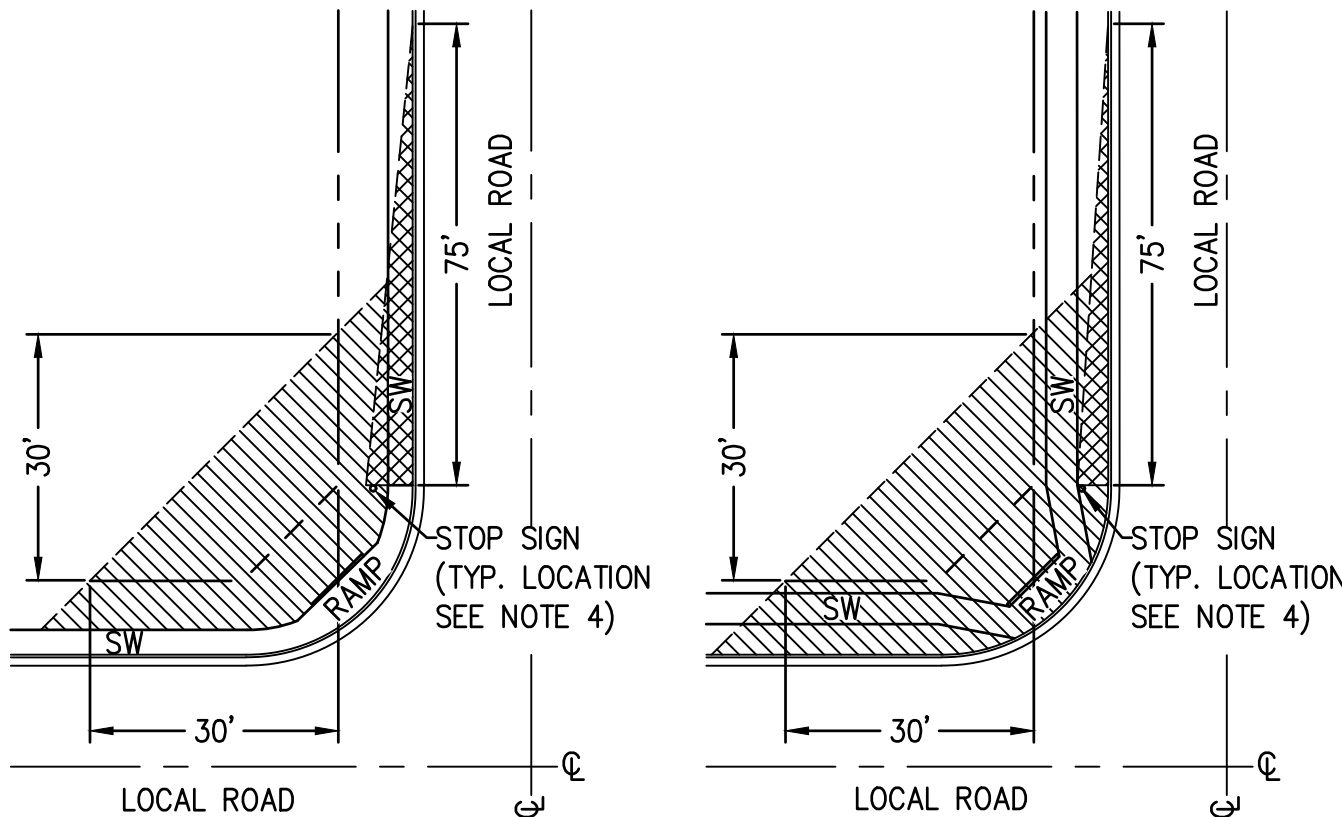
3. TREES ARE PERMITTED WITHIN THE RESTRICTED AREAS PROVIDED:

A. NO LIMBS, LEAVES, NEEDLES OR OTHER FOLIAGE ABOVE 30 INCHES OR BELOW 84 INCHES ARE PERMITTED.

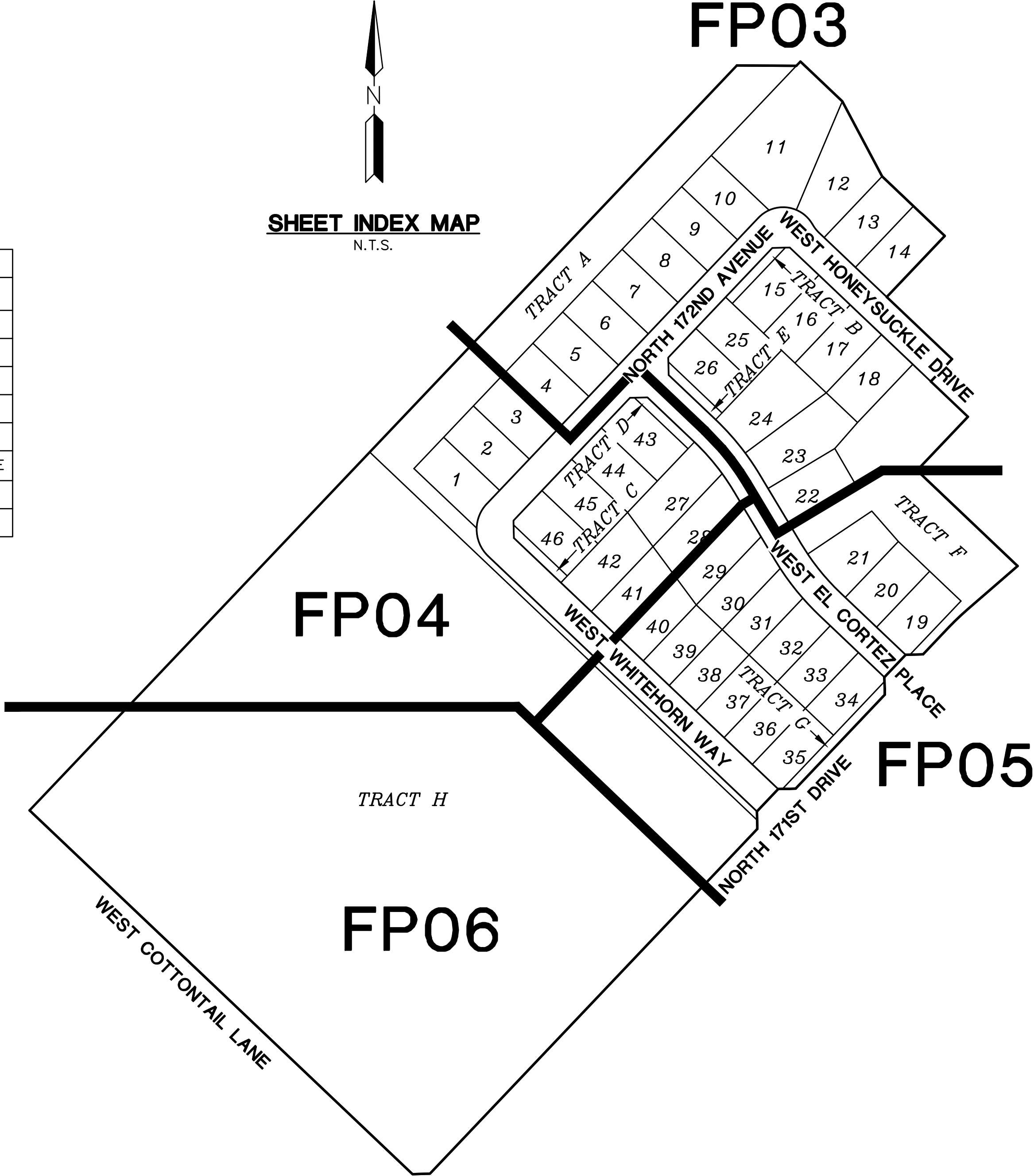
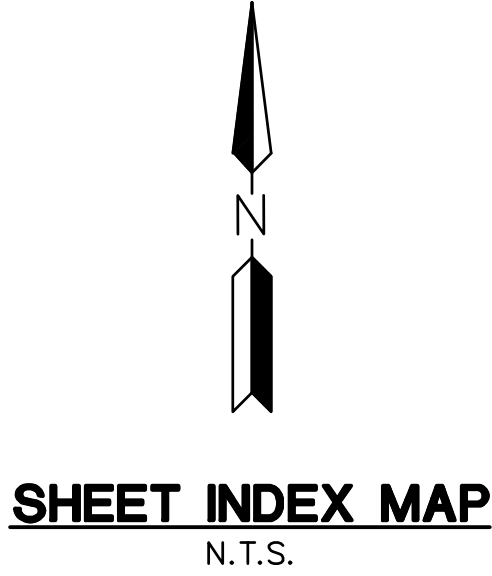
B. TREES SHALL NOT OBSTRUCT MORE THAN 20% OF THE VISIBILITY WHEN COMBINED WITH OTHER OBSTRUCTIONS PRESENT.

4. STOP SIGN SHALL BE INSTALLED AT 2' MINIMUM BEHIND BACK OF CURB.

- UNOBSTRUCTED VIEW EASEMENT AREA (SEE NOTE #3)
- NO VEGETATION OVER 30 INCHES IN HEIGHT



LOCAL STREET
SIGHT VISIBILITY TRIANGLES



PROJ. NO.: 1909	STATUS:
DATE: FEB 2024	MUNICIPAL TRACKING NO:
SCALE: NONE	DRAWN: WB
APPROVED: DMS	

SOUTHWEST CORNER
SECTION 36, TOWNSHIP 5
NORTH, RANGE 2 WEST
FOUND 2" ALUMINUM CAP,
POINT OF COMMENCEMENT

S89°40'45"E 2639.49'
(BASIS OF BEARING)

NORTHWEST CORNER
SECTION 1, TOWNSHIP 4
NORTH, RANGE 2 WEST
CALCULATED POSITION

SOUTH QUARTER CORNER
SECTION 36, TOWNSHIP 5
NORTH, RANGE 2 WEST
FOUND BRASS CAP GLO

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	N43°31'21"E	9.63'
L8	N88°31'21"E	28.28'
L9	N01°28'39"W	28.28'

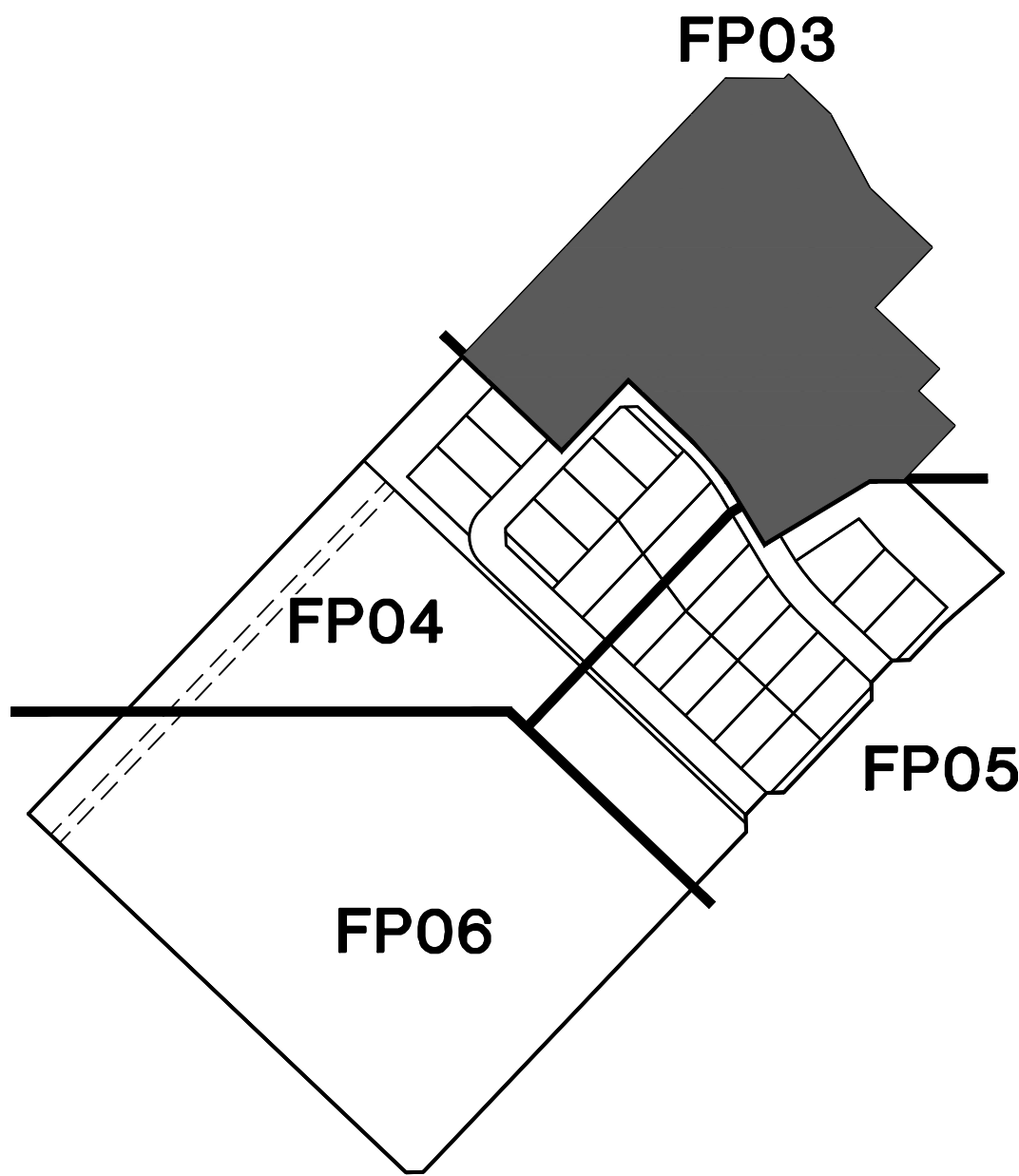
CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C4	55.00'	107°20'29"	103.04'
C5	55.00'	17°20'29"	16.65'
C6	400.00'	15°32'39"	108.52'
C10	425.00'	15°32'39"	115.30'

LEGEND

- FOUND MONUMENT AS NOTED
- ⊠ FOUND BRASS CAP IN HAND HOLE
- ⊙ FOUND BRASS CAP FLUSH
- ⊙ SET BRASS CAP FLUSH
- SET 1/2" REBAR W/ CAP, RLS 31034 OR AS NOTED
- BOUNDARY LINE
- SECTION LINE
- CENTER LINE
- RIGHT OF WAY
- PARCEL LINE
- EASEMENT LINE
- RIGHT-OF-WAY
- R/W PUBLIC UTILITY EASEMENT
- PUE VEHICLE NON-ACCESS EASEMENT
- VNAE MARICOPA COUNTY RECORDS
- MCR REGISTERED LAND SURVEYOR
- RLS ASSESSOR PARCEL NUMBER
- APN SIGHT VISIBILITY TRIANGLE
- ① BOOK 1733, PAGE 2, MCR
- ② BOOK _____, PAGE _____, MCR
- ③ BOOK _____, PAGE _____, MCR

40 20 0 40 80
SCALE: 1" = 40'

(UNSUBDIVIDED)
ASANTE DEVELOPMENT PARTNERS, LLC
DOC. NO. 2022-0438304, MCR



ASANTE - UNITS 3.4A & 3.4B

ASANTE BOULEVARD & PAT TILLMAN BOULEVARD
SURPRISE, ARIZONA

FINAL PLAT

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PROJ. NO.: 1909

DATE: FEB 2024

SCALE: AS SHOWN

DRAWN: WB

APPROVED: DMS

DWG. NO.

FP03

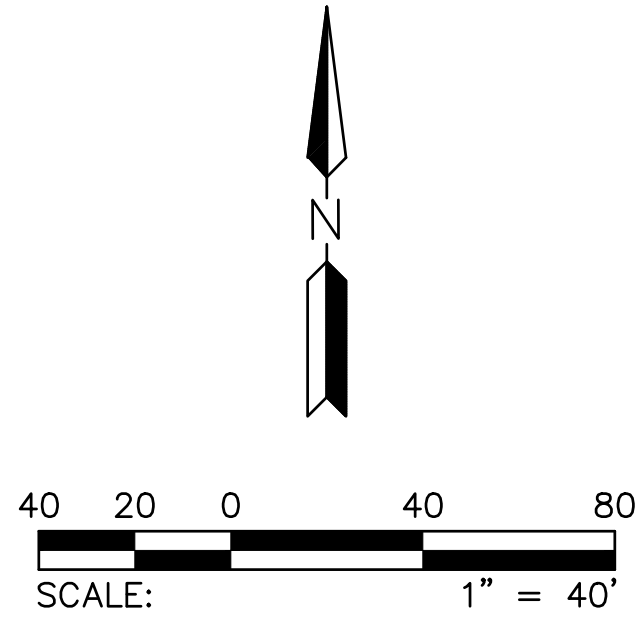
SHT. 3 OF 6

CASE# FS23-1101

U:\1900\1909\SURVEY\PLAT\ASANTE 900\PLANNING AREA 4\ASANTE UNIT 3.4A AND UNIT 3.4B\1909-AU3.4B-FP03.dwg 3/1/2024 9:48 AM

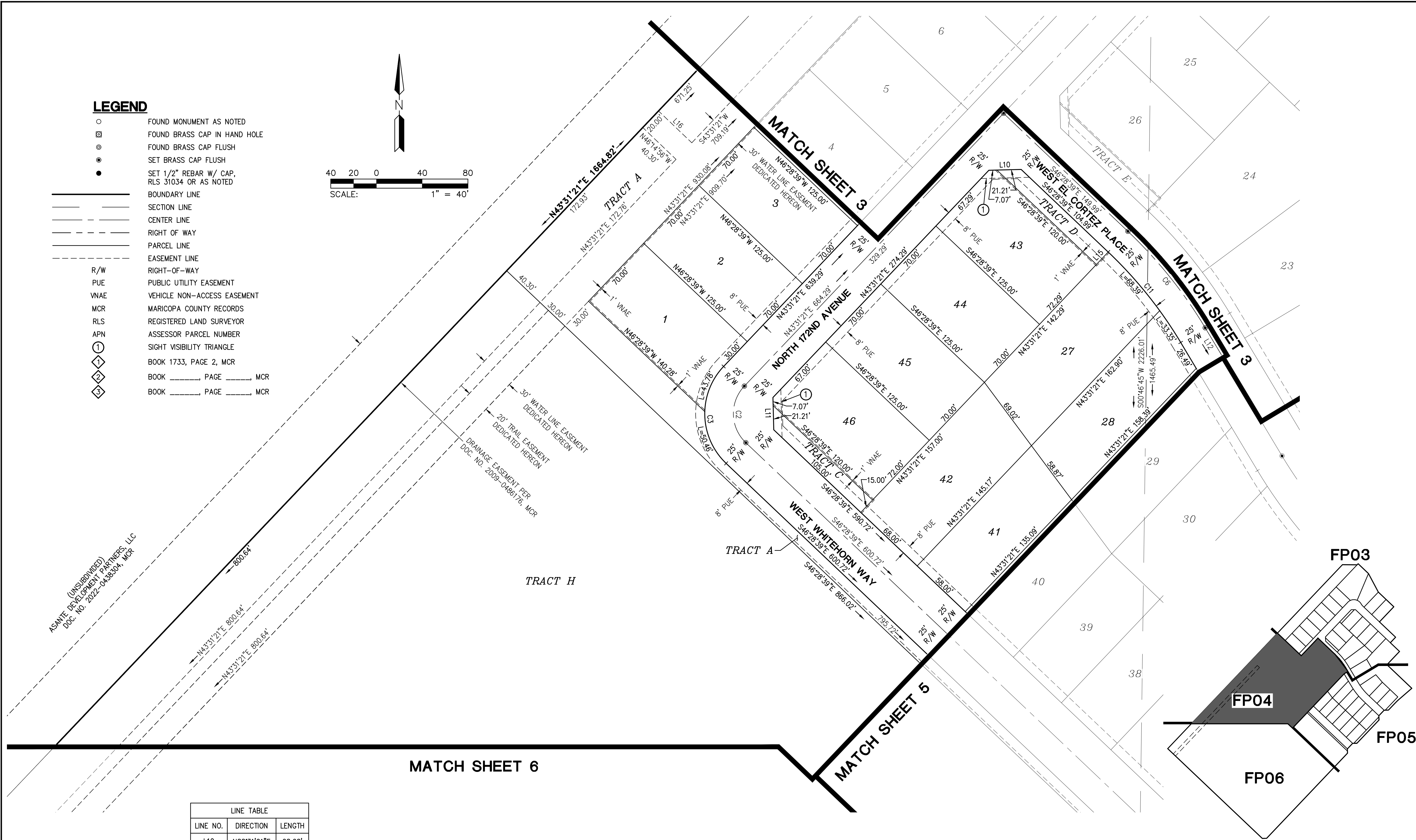
LEGEND

- FOUND MONUMENT AS NOTED
- ⊠ FOUND BRASS CAP IN HAND HOLE
- ⊙ FOUND BRASS CAP FLUSH
- SET BRASS CAP FLUSH
- SET 1/2" REBAR W/ CAP, RLS 31034 OR AS NOTED
- BOUNDARY LINE
- SECTION LINE
- CENTER LINE
- RIGHT OF WAY
- PARCEL LINE
- EASEMENT LINE
- R/W RIGHT-OF-WAY
- PUE PUBLIC UTILITY EASEMENT
- VNAE VEHICLE NON-ACCESS EASEMENT
- MCR MARICOPA COUNTY RECORDS
- RLS REGISTERED LAND SURVEYOR
- APN ASSESSOR PARCEL NUMBER
- ① SIGHT VISIBILITY TRIANGLE
- ② BOOK _____ PAGE _____ MCR
- ③ BOOK _____ PAGE _____ MCR



LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L10	N88°31'21"E	28.28'
L11	N01°28'39"W	28.28'
L12	S30°56'00"E	130.72'
L15	N43°29'06"E	15.00'

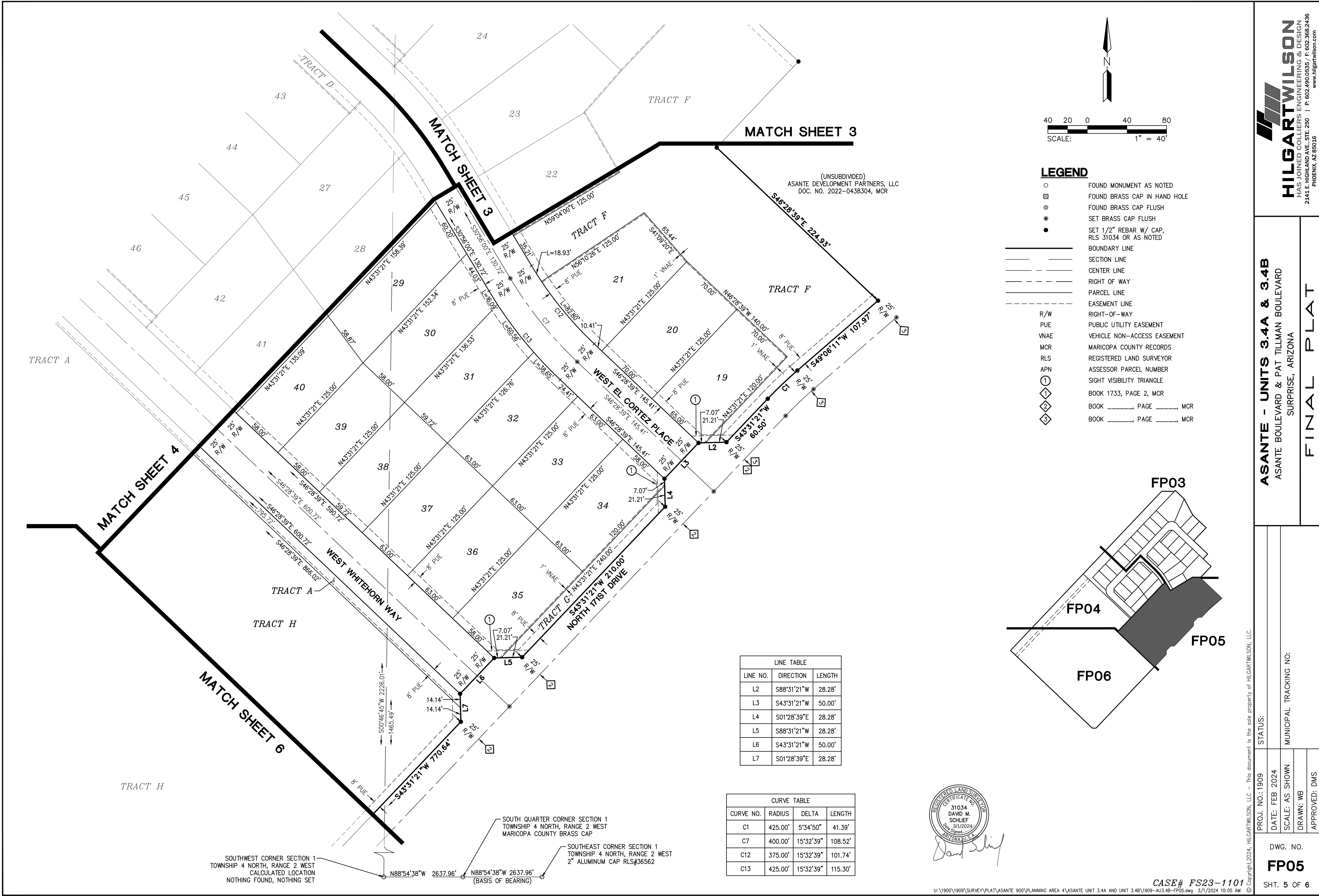
CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C2	35.00'	90°00'00"	54.98'
C3	60.00'	90°00'00"	94.25'
C6	400.00'	15°32'39"	108.52'
C11	375.00'	15°32'39"	101.74'

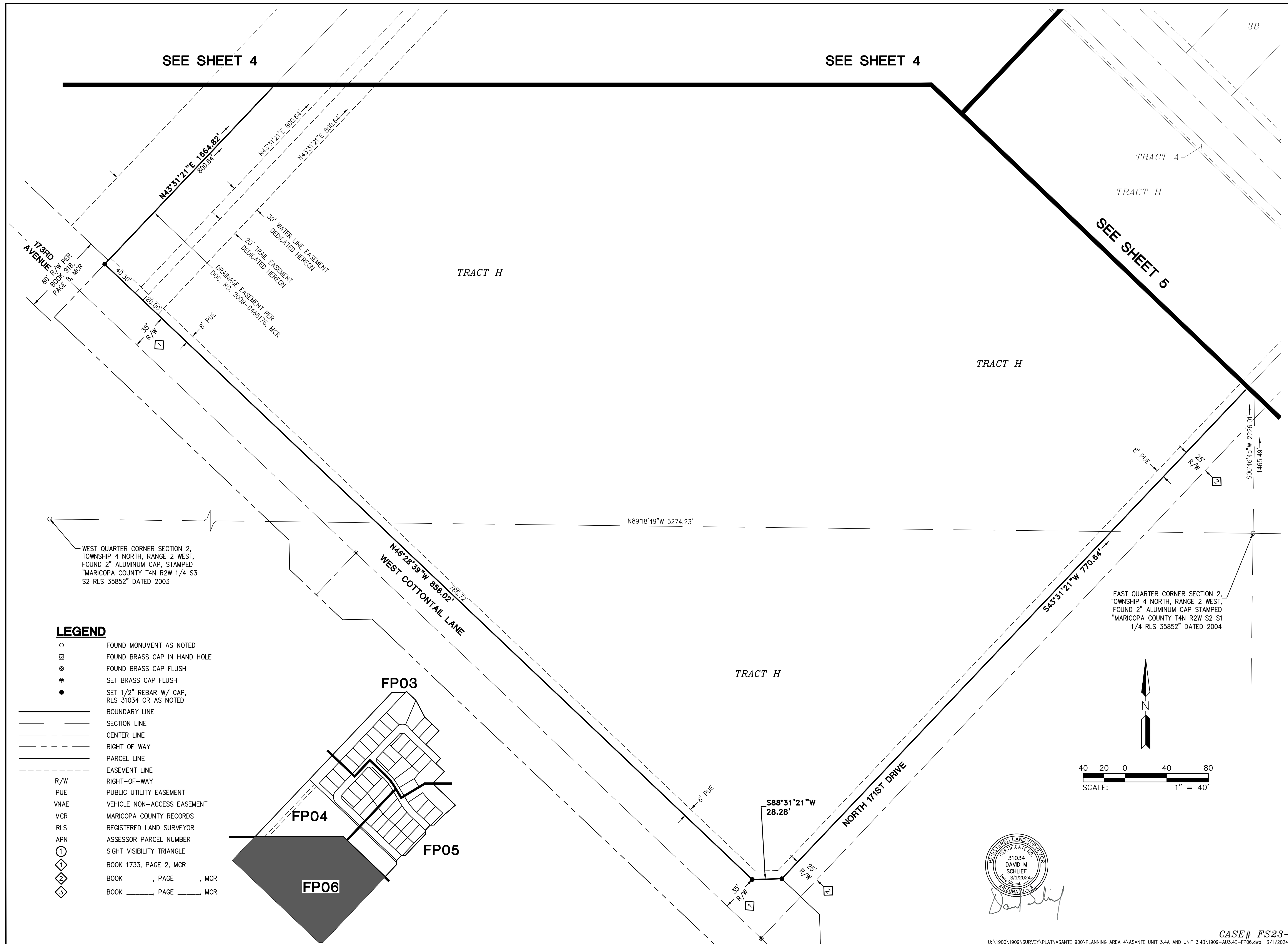


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PROJ. NO.: 1909	STATUS:
DATE: FEB 2024	MUNICIPAL TRACKING NO:
SCALE: AS SHOWN	DRAWN: WB
APPROVED: DMS	

DWG. NO.
FP04
SHT. 4 OF 6





Leslie Carnie

From: RAHN, JENNIFER L CIV USAF AETC 56 FW/CVE <jennifer.rahm@us.af.mil>
Sent: Friday, December 22, 2023 9:18 AM
To: Nichole Flores
Cc: 56 FW/CIT Community Initiative
Subject: RE: FS23-1101 Asante PA4 - New Digital Submittal 12.22.23
Attachments: RE: CR23-0619 Asante PA4

*****The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.*****

Good morning Ms. Flores,

Thank you for the opportunity to comment on the design review application for Asante Planning Area 4, Unit 3.4B. The application references case CR23-0619. Our records indicate that case also referenced Units 3.6A & 3.6B. Please see our attached previous response. This 15.8-acre section is proposed to have 44 lots which entails a density of 2.78 du/ac.

In an effort to promote a more compatible co-existence, Luke AFB follows the guidelines in the Graduated Density Concept (GDC). The GDC proposes, in the absence of a more restrictive state, county or municipal general or comprehensive plan, graduating densities away from the 65 Ldn as follows: a maximum of 2 du/ac from the 65 Ldn to 1/2 mile, a maximum of 4 du/ac from 1/2 to 1 mile, and a maximum of 6 du/ac from 1 to 3 miles. This request for 44 units with a proposed density of 2.78 du/ac meets the GDC.

Since the parcel is located within the "territory in the vicinity of a military airport," it will be subjected to approximately 170 over flights a day. A strong notification program on the part of the applicant is essential to inform potential occupants about Luke AFB operations.

Respectfully,

Jenn Rahn

Senior Planner, Community Initiatives Team
56th Fighter Wing
Luke AFB AZ 85309
Office: 623-856-9981
DSN: 896-9981

From: Nichole Flores <Nichole.Flores@surpriseaz.gov>
Sent: Friday, December 22, 2023 8:50 AM
To: 56 FW/CIT Community Initiative <56FW.CIT.CommunityInitiative@us.af.mil>; Alex Garza (Maricopa Assoc of Governments) <AGarza@azmag.gov>; Aspasia Angelou (Nadaburg School District) <aangelou@nadaburgsd.org>; Barbara J Remondini, Ph.D. (Wickenburg School District) <bremondini@wusd9.org>; Bryce Christo (bchristo@cityofelmirage.org) <bchristo@cityofelmirage.org>; Chris Cain (Maricopa Water District) <chris@mwdaz.com>; Darren V Gerard (Maricopa County Planning) <Darren.Gerard@maricopa.gov>; Debbie Trasancos (Maricopa Water District) <debbiet@mwdaz.com>; Douglas Kirkland (Epcor) <dkirkland@epcor.com>; Ernest (USPS) <Ernest.L.James@usps.gov>; Eva Pierce <eva.pierce@dysart.org>; Gregory McDowell (MCDOT) <Gregory.McDowell@maricopa.gov>; Ibeth - USPS <lbeth.L.Roman@usps.gov>; RAHN, JENNIFER L CIV USAF AETC 56 FW/CVE <jennifer.rahm@us.af.mil>; Jerome Choy (ADOT) <jchoy@azdot.gov>; John Willett (City of Buckeye) <jwillett@buckeyeaz.gov>; Jorge Gastelum (City of El Mirage) <jgastelum@cityofelmirage.org>; Judy Lopez - Beardsley Water Company <managefnm365@aol.com>; Kevin Shipman <kevin.shipman@dysart.org>; Leslie - MWD

<lesliej@mwdaz.com>; Mary Orta - Surprise Chamber <mary.orta@surpriseregionalchamber.com>; MCDOT (MCDOTPlanning@maricopa.gov) <MCDOTPlanning@maricopa.gov>; Raoul Sada - Surprise Chamber <raoul@surpriseregionalchamber.com>; Rovell Foggy (Liberty Utilities) <Rovell.Foggy@libertyutilities.com>; Shelby Rios (MWD) <shelbyr@mwdaz.com>; Tasha Aldeguer (FCD) <tasha.aldeguer@maricopa.gov>; Victor.Schaum <Victor.Schaum@cox.com>; Yvonne Aguirre <yvonne.aguirre@swgas.com>
Cc: Tierney Farago <Tierney.Farago@surpriseaz.gov>; Alyssa Carpenter <Alyssa.Carpenter@surpriseaz.gov>
Subject: [Non-DoD Source] FS23-1101 Asante PA4 - New Digital Submittal 12.22.23

Good morning,

Attached please find the **application**, **narrative**, and **final plat** for the above referenced project.

Please feel free to contact us with any questions.

Best regards,

Nichole Flores

Planning Project Coordinator
City of Surprise | Community Development
16000 N Civic Center Plz | Surprise AZ 85374
(623) 222-3244 Direct

***Effective 6/26/23, we are now using Camino (<https://app.oncamino.com/surprise-az/login>) for ALL submittals.**

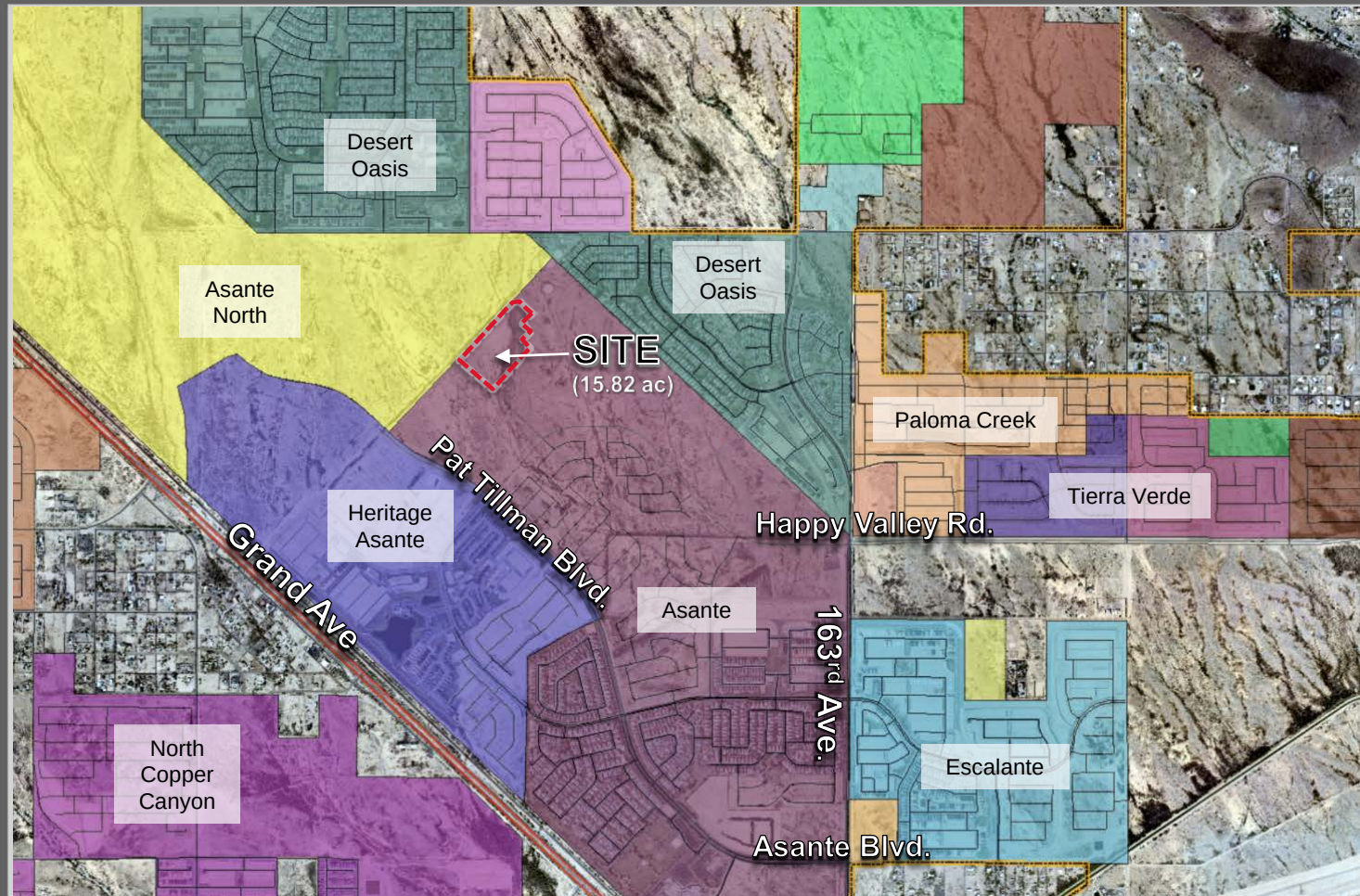
***Please note effective 8/3/22, we will be adding a 2-business day out-processing for ALL notices**

This e-mail and any accompanying files transmitted are intended solely for the use of the individual or entity to whom they are addressed; if you have received this e-mail in error please delete it and notify the sender. In addition, under Arizona law, e-mail communications and e-mail addresses may be public records.
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FS23-1101
Asante PA 4 Units 3.4A and 3.4B
Final Plat

City Council
May 21, 2024





ZONING MAP

LEGAL DESCRIPTION

A PORTION OF LAND BENEATH BIRDS' FEET LOTS 1 AND 2, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE 6TH AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCEMENT AT A POINT 2 INCH ALUMINUM CAP ACCEPTED AS THE SOUTHWEST CORNER OF SECTION 36, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE 6TH AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, FROM WHICH A PLUMB LINE BEING CAP ACCEPTED AS THE SOUTHWEST CORNER OF SAID SECTION 36 BEARS SOUTH 89°46'18" EAST, A DISTANCE OF 30.00 IN FEET.

THENCE SOUTH 89°46'18" EAST, ALONG THE SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 36, A DISTANCE OF 307.84 FEET TO THE NORTHWEST CORNER OF SAID SECTION 15.

THENCE LEAVING SAID SOUTHERLY LINE, SOUTH 89°46'18" WEST, ALONG THE SOUTHERLY LINE OF SAID SECTION 15, A DISTANCE OF 782.53 FEET.

THENCE LEAVING SAID SOUTHERLY LINE, SOUTH 89°46'18" EAST, A DISTANCE OF 25.76 FEET TO THE POINT OF BEGINNING.

THENCE SOUTH 89°46'18" EAST, A DISTANCE OF 36.36 FEET.

THENCE NORTH 43°37'27" EAST, A DISTANCE OF 94.33 FEET.

THENCE SOUTH 46°28'38" EAST, A DISTANCE OF 15.60 FEET.

THENCE SOUTH 47°58'47" EAST, A DISTANCE OF 107.57 FEET.

THENCE SOUTH 46°28'38" EAST, A DISTANCE OF 140.00 FEET.

THENCE SOUTH 43°37'27" WEST, A DISTANCE OF 138.60 FEET.

THENCE SOUTH 46°28'38" EAST, A DISTANCE OF 146.10 FEET.

THENCE SOUTH 43°37'27" WEST, A DISTANCE OF 50.00 FEET.

THENCE SOUTH 46°28'38" EAST, A DISTANCE OF 82.00 FEET.

THENCE SOUTH 43°37'27" WEST, A DISTANCE OF 120.00 FEET.

THENCE SOUTH 46°28'38" EAST, A DISTANCE OF 224.63 FEET.

THENCE SOUTH 46°28'38" WEST, A DISTANCE OF 107.57 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWEST, HAVING A RADIUS OF 450.00 FEET.

THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 102°34'07", AN ARC LENGTH OF 41.39 FEET TO POINT OF TANGENCY.

THENCE SOUTH 43°37'27" WEST, A DISTANCE OF 90.50 FEET.

THENCE SOUTH 46°28'38" WEST, A DISTANCE OF 28.28 FEET.

THENCE SOUTH 43°37'27" WEST, A DISTANCE OF 50.00 FEET.

THENCE SOUTH 46°28'38" EAST, A DISTANCE OF 28.28 FEET.

THENCE SOUTH 43°37'27" WEST, A DISTANCE OF 21.00 FEET.

THENCE SOUTH 46°28'38" WEST, A DISTANCE OF 28.28 FEET.

THENCE SOUTH 43°37'27" WEST, A DISTANCE OF 50.00 FEET.

THENCE SOUTH 46°28'38" EAST, A DISTANCE OF 28.28 FEET.

THENCE SOUTH 43°37'27" WEST, A DISTANCE OF 77.64 FEET TO A CORNER ON THE NORTHERLY BOUNDARY LINE OF THE SOUTHERLY PORTION OF WAY LINE OF TRACT H, AS SHOWN IN THE MAP OF DECLARATION FOR ASANTE NORTH PHASE ONE, AS RECORDED IN BOOK 001, PAGE 4, MARICOPA COUNTY, RECORDS.

THENCE SOUTH 46°28'38" WEST ALONG SAID NORTHERLY BOUNDARY LINE, A DISTANCE OF 28.28 FEET.

THENCE SOUTH 46°28'38" WEST ALONG SAID NORTHERLY BOUNDARY LINE, A DISTANCE OF 88.62 FEET TO THE SOUTHERLY POINT OF WAY LINE OF TRACT H, AS SHOWN IN THE MAP OF DECLARATION FOR ASANTE NORTH PHASE ONE, AS RECORDED IN BOOK 001, PAGE 4, MARICOPA COUNTY, RECORDS.

THENCE DEPARTING SAID NORTHERLY LINE, NORTH 43°37'27" EAST, A DISTANCE OF 154.82 FEET TO THE POINT OF BEGINNING.

LOT NO.	AREA (SQ/FT)	AREA (ACRES)
LOT 1: 1	8542	0.205
LOT 1: 2	8750	0.201
LOT 1: 3	8750	0.201
LOT 1: 4	8750	0.201
LOT 1: 5	8750	0.201
LOT 1: 6	8750	0.201
LOT 1: 7	8750	0.201
LOT 1: 8	8750	0.201
LOT 1: 9	8750	0.201
LOT 1: 10	8750	0.201
LOT 1: 11	27071	0.623
LOT 1: 12	14441	0.332
LOT 1: 13	9562	0.220
LOT 1: 14	9562	0.220
LOT 1: 15	9607	0.220
LOT 1: 16	9102	0.209
LOT 1: 17	9102	0.209
LOT 1: 18	9102	0.209
LOT 1: 19	8737	0.201
LOT 1: 20	8750	0.201

LOT NO.	AREA (SQ/FT)	AREA (ACRES)
LOT 1: 21	10013	0.230
LOT 1: 22	8798	0.202
LOT 1: 23	12859	0.295
LOT 1: 24	12562	0.311
LOT 1: 25	8750	0.201
LOT 1: 26	8738	0.200
LOT 1: 27	10857	0.252
LOT 1: 28	9345	0.215
LOT 1: 29	8871	0.203
LOT 1: 30	8372	0.190
LOT 1: 31	7918	0.179
LOT 1: 32	7998	0.181
LOT 1: 33	7875	0.181
LOT 1: 34	7863	0.180
LOT 1: 35	7862	0.180
LOT 1: 36	7875	0.181
LOT 1: 37	7875	0.181
LOT 1: 38	7405	0.171
LOT 1: 39	7220	0.166
LOT 1: 40	7543	0.173

LOT NO.	AREA (SQ/FT)	AREA (ACRES)
LOT 1: 41	8828	0.187
LOT 1: 42	10274	0.236
LOT 1: 43	9024	0.207
LOT 1: 44	8750	0.201
LOT 1: 45	8750	0.201
LOT 1: 46	8887	0.206

TRACT	AREA (ACRES)	USE
TRACT A	1.7101	COMMON AREA
TRACT B	0.0405	COMMON AREA
TRACT C	0.0397	COMMON AREA
TRACT D	0.0397	COMMON AREA
TRACT E	0.0397	COMMON AREA
TRACT F	1.2823	COMMON AREA, DRAINAGE
TRACT G	0.0775	COMMON AREA
TRACT H	18.0906	FUTURE SCHOOL SITE

AREAS

RAW AREA = 15,408 SQ. FT. 0.349 ACRES
TRACTS 1-40 AREA = 140,111 SQ. FT. 3.206 ACRES
LOT AREA = 433,820 SQ. FT. 9.954 ACRES
GROSS AREA = 589,249 SQ. FT. 13.406 ACRES
NET AREA = 353,931 SQ. FT. 8.116 ACRES
DENSITY (GROSS) = 23 D.U. / ACRE
DENSITY (NET) = 3.5 D.U. / ACRE

NOTES

1. SIGN, FENCES, WALLS, UTILITY BOXES, STRUCTURES, SHRUBS, TREES OR OTHER PLANTS, BUT EXCLUDING TREES OVER 36 INCHES IN HEIGHT SHALL NOT BE PERMITTED WITHIN THE RESTRICTED AREAS.

2. PLANTING WITHIN THE R/W IN NEW EASEMENTS SHALL BE FOR THE APPROVED TYPES AND DIMENSIONS AND SHALL NOT EXCEED WHEN THE SORT TRIANGLE FOR ASANTE SUCCESSION AREAS.

3. TREES ARE PERMITTED WITHIN THE RESTRICTED AREAS PROVIDED:

a. TREES ARE 30 INCHES OR SMALLER IN DBH.

b. TREES SHALL NOT OBSTRUCT MORE THAN 25% OF THE VISIBILITY WHEN COMBINED WITH OTHER OBSTRUCTIONS PRESENT.

4. STOP SIGN SHALL BE INSTALLED AT 2' MINIMUM BEHIND BACK OF CURB.

5. UNOBSTRUCTED VIEW EASEMENT AREA (SEE NOTE #3)

6. NO VEGETATION OVER 30 INCHES IN HEIGHT

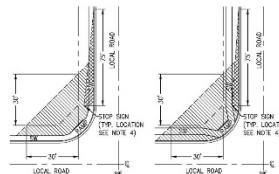
FLOOD ZONE DESIGNATION

THE FOLLOWING FLOOD ZONE DESIGNATION AND ASSOCIATED COMMENTS ARE COPIED DIRECTLY FROM THE FLOOD ZONE MANAGEMENT ACTING (FZOM) WEBSITE: MARICOPA COUNTY, ARIZONA. THE FZOM WEBSITE IS THE OFFICIAL SOURCE FOR FLOOD ZONE DESIGNATION AND ASSOCIATED COMMENTS. THE FZOM WEBSITE IS THE OFFICIAL SOURCE FOR FLOOD ZONE DESIGNATION AND ASSOCIATED COMMENTS.

THE SUBJECT PROPERTY HAS BEEN CLASSIFIED "0.2" 1" WITH A DETERMINATION OF 0.2 PERCENT ANNUAL CHANCE FLOODPLAIN AREAS OF 1 PERCENT ANNUAL CHANCE FLOOD PLAIN FLOODING WITH AVERAGE DEPTHS OF LESS THAN 12.00 FEET. AREAS OF 1 PERCENT ANNUAL CHANCE FLOODING WITH A CONTINUING CHANGING AREA OF LESS THAN 1 PERCENT ANNUAL CHANCE FLOODING WITH AVERAGE DEPTHS OF LESS THAN 12.00 FEET. AREAS OF 1 PERCENT ANNUAL CHANCE FLOODING WITH AVERAGE DEPTHS OF LESS THAN 12.00 FEET. AREAS OF 1 PERCENT ANNUAL CHANCE FLOODING WITH AVERAGE DEPTHS OF LESS THAN 12.00 FEET.

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LOCAL STREET
SIGHT VISIBILITY TRIANGLES



CASE# FS23-1107

SHT: 2 OF 6

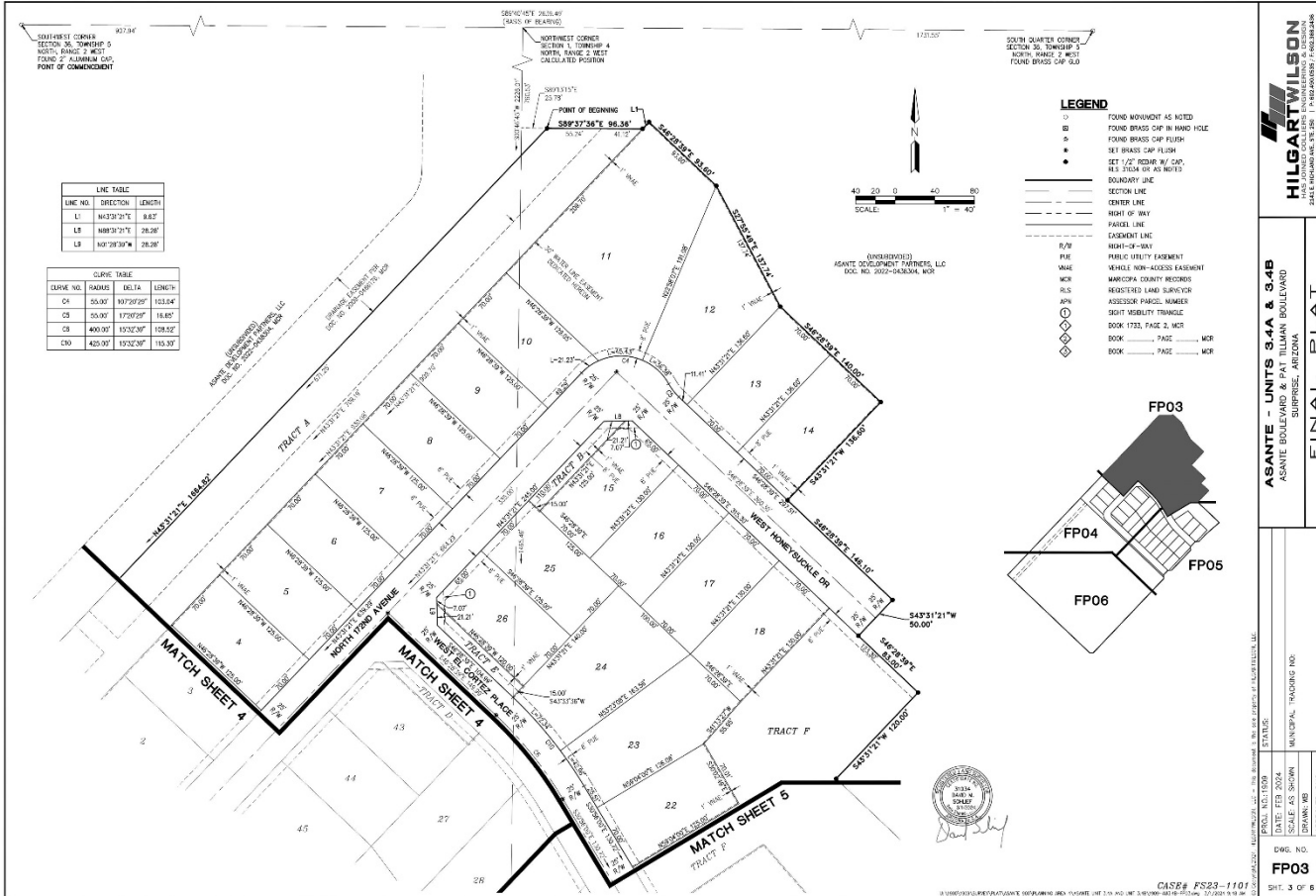
HILGART WILSON
DATE: 12/15/2024
PROJECT: ASANTE - UNITS 3.4A & 3.4B
SHEET: 2 OF 6

ASANTE - UNITS 3.4A & 3.4B
ASANTE BOULEVARD & PAT TILMAN BOULEVARD
SURPRISE, ARIZONA

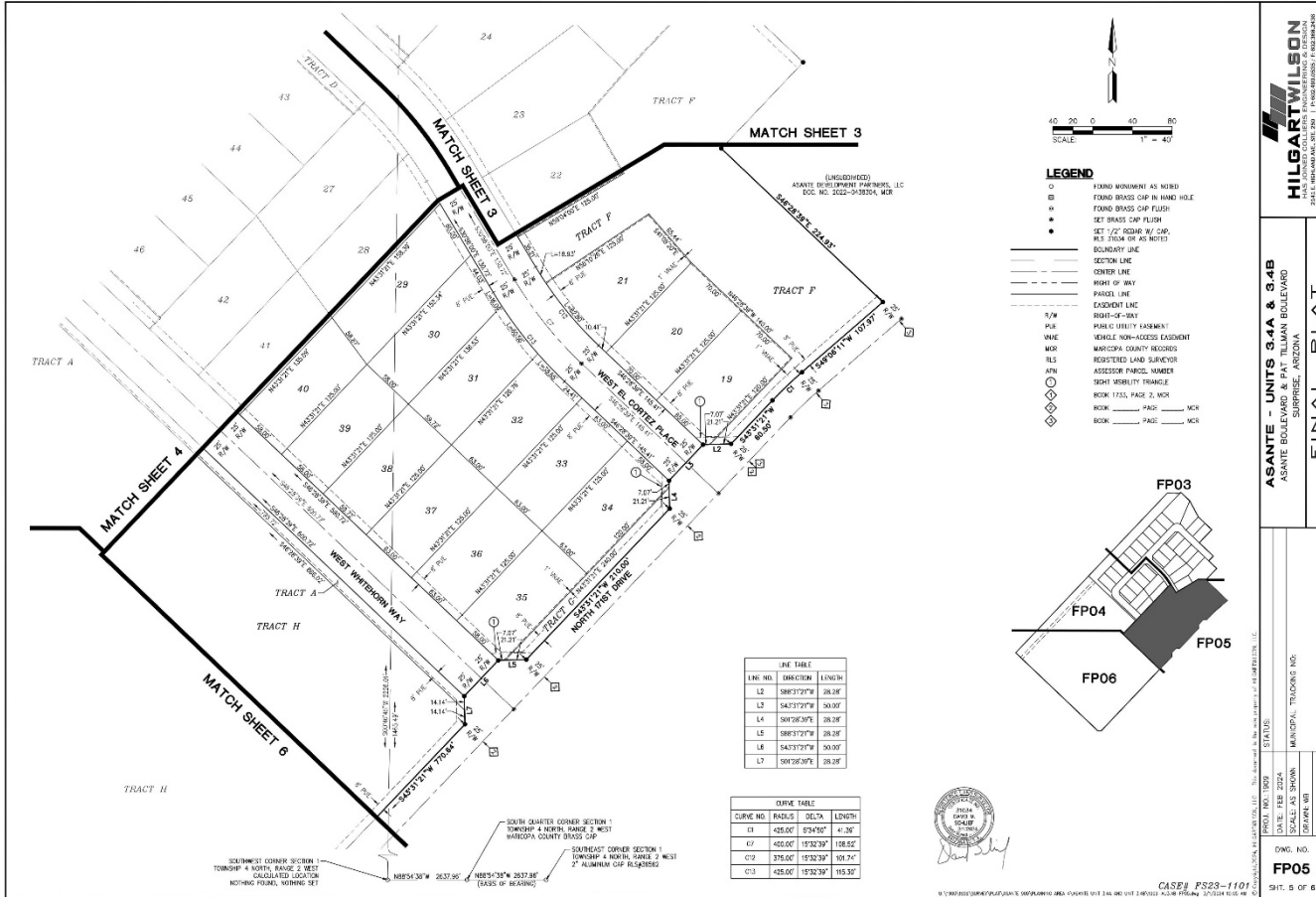
STATUS:
MUNICIPAL TRACING NO.
APPROVED: JMS

ENGINE NO.
FP02

FINAL PLAT



FINAL PLAT



FINAL PLAT





SURPRISE
ARIZONA

**QUESTIONS OR
COMMENTS?**

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: May 21, 2024 Contact Person: Leslie Carnie
Submitting Department: Community Development District: District 1
Staff Recommendations:

Consent: Yes	Regular: No	Public Hearing: No	Report/Discussion: No
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Agenda Wording:

Consideration and action pertaining to approval of the Final Plat entitled, “Asante Planning Area 4 – Unit 3.7A” and dated April 02, 2024, a site generally located northeast of Happy Valley Road and Pat Tillman Boulevard.

Motion:

I move to approve the Final Plat entitled, “Asante Planning Area 4 – Unit 3.7A” and dated April 02, 2024.

Background:

Zach Hilgart, with Hilgart Wilson, seeks approval of a Final Plat of Asante Planning Area 4 Unit 3.7A. The proposed Final Plat includes the subdivision of approximately 24.13 gross acres into 107 single-family lots and approx. 5.56 acres of ROW for a net density of 5.8 DU/Ac.

Objective Analysis:

The subject Final Plat meets the requirements of the Asante PAD, in addition to other requirements as set forth in the Surprise Municipal Code. All city reviewing departments have reviewed the request and expressed no concerns.

Policy Compliant:

This proposed Final Plat is consistent with the Surprise General Plan 2035, Asante PAD, and the Land Development Ordinance.

Financial Impact:

While this item does not have an immediate or direct financial impact, ongoing development activity in the city will inevitably have a future financial impact as additional resources are needed to provide city services.

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

This item does not have an impact on current staffing levels.

ATTACHMENTS:

1. 00- FS23-1032 Asante PA4 Unit 3.7A Final Plat- Staff Report
 2. 01-FS23-1032 Asante PA4 Unit 3.7A Final Plat - Vicinity Map
 3. 02-FS23-1032 Asante PA4 Unit 3.7A Final Plat - Zoning Map
 4. 03-FS23-1032 Asante PA4 Unit 3.7A Final Plat - Final Plat
 5. 04-FS23-1032 Asante PA4 Unit 3.7A Final Plat - Luke AFB Comments
 6. FS23-1032 - Asante PA4 Unit 3.7A - Presentation
-

Case: FS23-1032

Project Name: Asante PA 4 Unit 3.7A – Final Plat

Council District: 1 - Acacia

City Council Date: May 21, 2024

Planner: Leslie Carnie, Planner II

Owner: Asante Development Partners, LLC

Applicant: Zach Hilgart with Hilgart Wilson

Request: Final Plat to subdivide approximately 24.13 gross acres into 107 single-family residential lots and approximately 5.56 acres of ROW.

Site Location: Generally located northeast of Happy Valley Road and Pat Tillman Boulevard.

Site Size: Approximately 24.13 Acres (Gross)

Net Density: 5.8 DU/Ac (Net)

General Plan Conformance: The proposed Final Plat is consistent with the Surprise General Plan 2035.

Findings:

- The proposed Final Plat is consistent with the Asante Planned Area Development (PAD).
- The proposed Final Plat is consistent with the Preliminary Plat, case FS23-0141.
- The proposed Final Plat is consistent with the applicable City of Surprise regulations.
- The reviewing agencies have indicated no objections to the request.

Alternative Actions: **Approve** – Approval of the proposed Final Plat will allow the applicant the ability to subdivide the property as proposed.

Deny – Denial of the requested Final Plat will prevent the applicant from subdividing the property as proposed.

PROJECT DESCRIPTION:

Zach Hilgart, with Hilgart Wilson, seeks approval of a Final Plat of Asante Planning Area 4 Unit 3.7A. The proposed Final Plat includes the subdivision of approximately 24.13 gross acres into 107 single-family lots and approximately 5.56 acres of ROW for a net density of 5.8 DU/Ac.

SURROUNDING LAND ZONING:

The following map depicts the existing zoning of the subject site and its surrounds:



RM-9 PUD	PAD – Desert Oasis	PAD – Desert Oasis
PAD - Asante	PAD – Asante	PAD – Desert Oasis
RM-9 PUD	PAD – Asante	PAD – Asante

64 **BACKGROUND:**

65
66 **November 3, 1988:** City Council approved the annexation (Ordinance 88-24) of the
67 subject property.

68
69 **November 24, 2004:** City Council approved Ordinance 04-41 for the Asante Planned
70 Area Development under case PAD04-124.

71
72 **August 29, 2022:** A minor amendment to the Asante PAD was approved administratively
73 under case FS22-0756 to modify street alignments, school and amenity site locations, and
74 development standards.

75
76 **September 07, 2023:** The Planning and Zoning Commission approved a Preliminary Plat for
77 Asante Planning Area 4 under case FS23-0141.

78
79 **November 29, 2023:** The applicant filed the subject case, FS23-1032.

80
81 **ANALYSIS AND DISCUSSION:**

82
83 The subject request includes a Final Plat for Planning Area 4, Unit 3.7A within the Asante
84 PAD. The 107 single-family residential lots created by this plat fall under the Lot Category
85 "A" (48' x 120'). To ensure compliance with the approved pre-plat, and the timely
86 construction of the required access and infrastructure associated with Honeysuckle Drive,
87 the final plat as proposed will include 16 category "B" lots (53' X 120') associated with
88 Unit 3.7B and 12 category C (63' X 120') lots associated with Unit 3.7C which were
89 originally approved under the pre-plat (FS23-0141).

90
91 ***Access***

92 Access to the site is provided from Happy Valley Road via 169th Lane. Additional internal
93 access is provided to Units 3.4B and 3.7B.

94
95 ***Open Space & Landscaping***

96 The Asante PAD requires 10% open space for low-density residential developments. The
97 approved Planning Area 4 Preliminary Plat provides 13.6% open space. No changes have
98 been made to the open space plan for Unit 4.7A and the Landscape Plan is in conformance
99 with the Preliminary Plat. The site is to be landscaped with native and low water use plants
100 allowed by the PAD and consistent with the overall Asante development.

101
102 Residents within Planning Area 4 have access to the clubhouse planned for Unit 3.10A
103 within Asante Planning Area 3.

Utility and Services Table:

Water:	City of Surprise
Wastewater:	City of Surprise
School District:	Dysart Unified School District

Conformance with Adopted Plans:

The Surprise General Plan shows the subject property as lying within the Neighborhood Character Area, which supports residential development of up to 8 DU/Ac or more. At a net density of 5.8 DU/Ac, this development is consistent with the General Plan in this regard.

This request is also consistent with the General Plan in that it promotes connectivity to existing and future development within the Asante PAD for a range of mobility options.

Reviewing Agencies:

In addition to the standard city reviewing agencies, who indicate no objections to the request, Luke Air Force Base and the Maricopa Water District were included in the routing of the case and indicated no objections.

Summary:

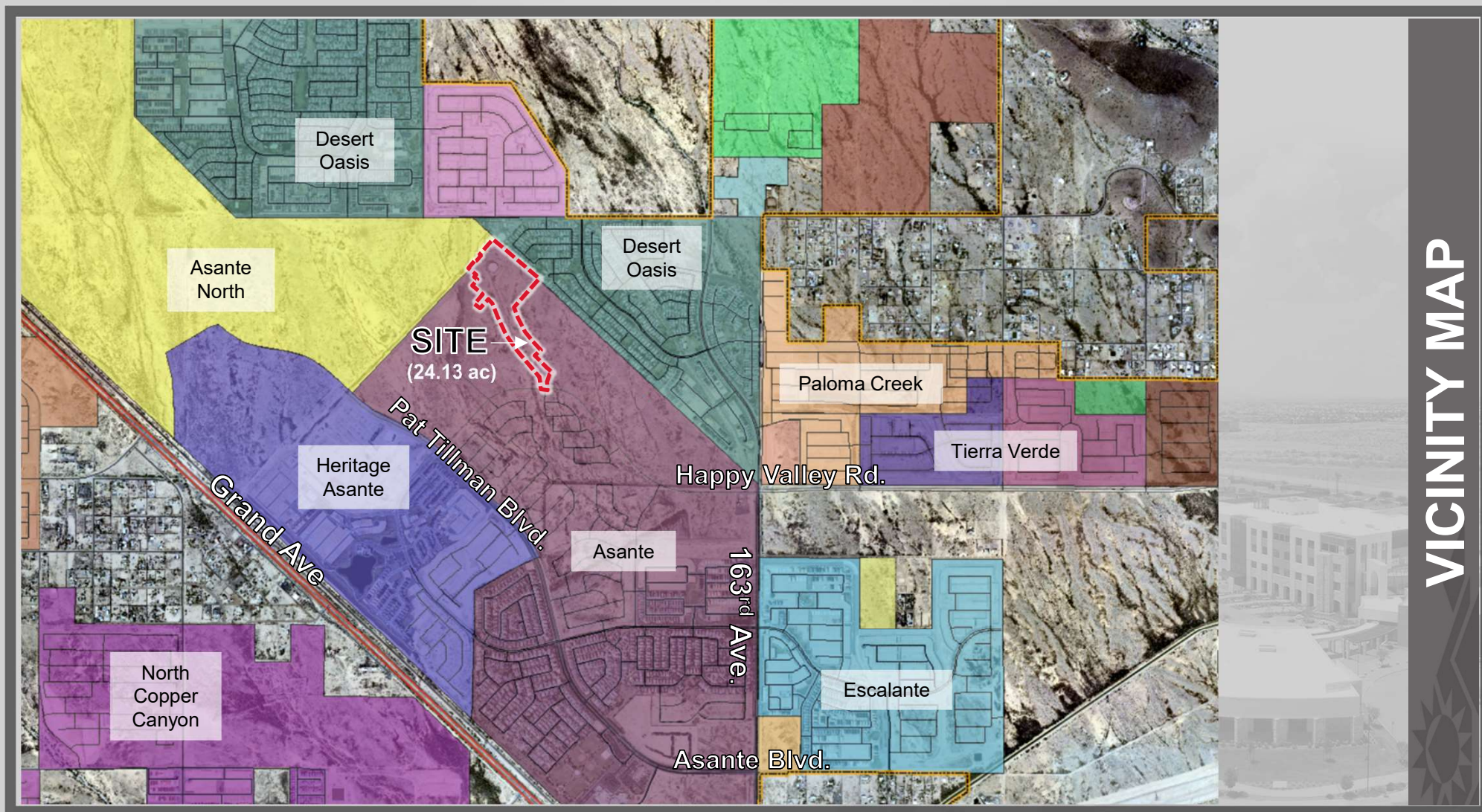
The subject Final Plat meets the requirements of the Asante PAD, in addition to other applicable requirements. All city reviewing departments have reviewed the request and expressed no concerns.

Findings:

- The proposed Final Plat is consistent with the Asante PAD.
- The proposed Final Plat is consistent with the Preliminary Plat, case FS23-0141.
- The proposed Final Plat is consistent with the applicable City of Surprise regulations.
- The reviewing agencies have indicated no objections to the request.

Attachments:

01 Vicinity Map
02 Zoning Map
03 Final Plat
04 Luke AFB Letter
PPT





ZONING MAP

DEDICATION

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

KNOW ALL PERSONS BY THESE PRESENTS:
THAT **ASANTE DEVELOPMENT PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY**, AS OWNER, OF A SUBDIVISION WITHIN THE COUNTY OF MARICOPA, HAS SUBDIVIDED UNDER THE NAME OF **"ASANTE PLANNING AREA 4 – UNIT 3.7A"**, A PORTION OF THE WEST HALF OF SECTION 1, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF SAID **"ASANTE PLANNING AREA 4 – UNIT 3.7A"** AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, TRACT, STREET, AND EASEMENT CONSTITUTING SAME, AND THAT EACH LOT, TRACT AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

OWNER HEREBY DEDICATES TO THE CITY OF SURPRISE FEE TITLE TO ALL PUBLIC RIGHTS–OF–WAY AS SHOWN ON THIS FINAL PLAT.

OWNER HEREBY GRANTS TO THE PUBLIC A PERPETUAL NON–EXCLUSIVE EASEMENT IN, UPON, OVER, UNDER, THROUGH, AND ACROSS THE AREAS DESIGNATED AS PUBLIC UTILITY EASEMENTS AS SHOWN ON THE PLAT FOR THE PURPOSE OF ACCESSING, INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING AND UTILIZING PUBLIC UTILITIES.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL NON–EXCLUSIVE EASEMENT OVER, UPON AND ACROSS THE AREAS DESIGNATED AS SIGHT VISIBILITY TRIANGLES FOR THE PURPOSE OF ENSURING THAT THESE AREAS REMAIN FREE OF SIGHT VISIBILITY OBSTRUCTIONS.

OWNER HEREBY GRANTS TO THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE ("USAF") AN AVIGATION EASEMENT OVER AND ACROSS THIS PLAT AND EVERY LOT AND PARCEL THEREOF, WHICH EASEMENT SHALL INCLUDE, BUT NOT BE LIMITED TO, THE RIGHT OF FLIGHT OF AIRCRAFT OVER THIS PLAT, TOGETHER WITH ITS ATTENDANT NOISE, VIBRATIONS, FUMES, DUST, FUEL AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUKE AIR FORCE BASE AND/OR AUXILIARY FIELD.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL NON–EXCLUSIVE GROSS ACCESS EASEMENT ACROSS THE PLAT INCLUDING ROADS AND STREETS, OPEN SPACES, COMMUNITY FACILITIES, TRACTS, SIDEWALKS, DRAINAGE BASINS AND ANY PROPERTY WITHIN THE PLAT OWNED BY THE HOMEOWNERS ASSOCIATION FOR THE PURPOSES OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS FOR EMERGENCY VEHICLES.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL NON–EXCLUSIVE EASEMENT ACROSS THE PLAT INCLUDING ROADS AND STREETS, OPEN SPACES, COMMUNITY FACILITIES, TRACTS, SIDEWALKS, DRAINAGE BASINS AND ANY PROPERTY WITHIN THE PLAT OWNED BY THE HOMEOWNERS ASSOCIATION FOR THE PURPOSE OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS FOR TRASH COLLECTION VEHICLES.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE AN ODOR EASEMENT OVER, UPON AND ACROSS THIS PLAT AND EVERY LOT AND PARCEL THEREOF, WHICH EASEMENT SHALL INCLUDE, BUT NOT BE LIMITED TO, THE RIGHT TO INVAD E WITH ODORS, FUMES, SMELLS, AND PHYSICAL AIRBORNE PARTICULATES CAUSED BY THE OPERATION AND MAINTENANCE OF THE CITY'S WATER RECLAMATION FACILITIES.

ALL IMPROVEMENTS, FOR STREETS AND PUBLIC UTILITIES OWNED AND OPERATED BY THE CITY, INSTALLED OR CONSTRUCTED BY OWNER WITHIN THE PUBLIC RIGHTS–OF–WAY, THE EASEMENTS, OR ANY TRACTS OR PARCELS HEREBY DEDICATED TO THE CITY OF SURPRISE SHALL BE DEEMED TO HAVE BEEN DEDICATED BY OWNER TO THE CITY UPON THEIR COMPLETION; HOWEVER, SUCH TRANSFER SHALL NOT OCCUR UNTIL THE CITY COUNCIL FOR THE CITY OF SURPRISE MANIFESTS ITS ACCEPTANCE BY SEPARATE FORMAL COUNCIL ACTION.

THE EASEMENTS GRANTED WITHIN THIS DEDICATION ARE PERMANENT AND PERPETUAL AND SHALL RUN WITH THE LAND AND BE BINDING UPON OWNER AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS PLAT OR ANY PARCEL OR LOT THEREOF.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL NON–EXCLUSIVE EASEMENT OVER, UNDER, UPON, AND ACROSS ALL AREAS DESIGNATED ON THE PLAT AS WATER/SEWER LINES, MANHOLES, FIRE HYDRANTS AND WATER METERS FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING, AND UTILIZING THE WATER/SEWER LINES, MANHOLES, FIRE HYDRANTS AND WATER METERS.

IN WITNESS WHEREOF:

ASANTE DEVELOPMENT PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HAS HEREUNTO CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED DULY AUTHORIZED OFFICER THIS ____ DAY OF _____, 2024.

ASANTE DEVELOPMENT PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: **LENNAR COMMUNITIES DEVELOPMENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY**
ITS: **MANAGER**

BY: _____

NAME: **JEFF GUNDERSON**

TITLE: **VICE PRESIDENT**

ACKNOWLEDGMENT

ON THIS, THE ____ DAY OF _____, 2024 BEFORE ME, PERSONALLY APPEARED **JEFF GUNDERSON**, WHO ACKNOWLEDGED HIMSELF TO BE THE **VICE PRESIDENT OF LENNAR COMMUNITIES DEVELOPMENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY**, THE MANAGER OF **ASANTE DEVELOPMENT PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY**, AND ACKNOWLEDGED THAT HE, AS SUCH **OFFICER**, BEING DULY AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES CONTAINED THEREIN.

IN WITNESS WHEREOF, I HEREBY SET MY HAND AND OFFICIAL SEAL:

NOTARY PUBLIC _____ MY COMMISSION EXPIRES _____

COMMUNITY ASSOCIATION RATIFICATION

BY THIS RATIFICATION, _____ AS THE _____ OF _____ OF ASANTE PHASE 2 COMMUNITY ASSOCIATION, AN ARIZONA NONPROFIT CORPORATION, ACKNOWLEDGES THE RESPONSIBILITIES OF SAID ASSOCIATION AS SET FORTH HEREIN.

ASANTE PHASE 2 COMMUNITY ASSOCIATION, AN ARIZONA NONPROFIT CORPORATION

BY: _____

NAME: _____

TITLE: _____

ACKNOWLEDGMENT FOR RATIFICATION

ON THIS, THE ____ DAY OF _____, 2024 BEFORE ME, PERSONALLY APPEARED _____ WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE _____ OF ASANTE PHASE 2 COMMUNITY ASSOCIATION, AN ARIZONA NONPROFIT CORPORATION, AND ACKNOWLEDGED THAT HE/SHE, AS SUCH _____ BEING DULY AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES CONTAINED THEREIN.

IN WITNESS WHEREOF, I HEREBY SET MY HAND AND OFFICIAL SEAL:

NOTARY PUBLIC _____ MY COMMISSION EXPIRES _____

FINAL PLAT
OF
ASANTE PLANNING AREA 4 - UNIT 3.7A
SURPRISE, ARIZONA

A PORTION OF THE WEST HALF OF SECTION 1,
TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA
AND SALT RIVER MERIDIAN, MARICOPA COUNTY,
ARIZONA

LENDERS' CONSENT

THE UNDERSIGNED, WHICH IS THE BENEFICIARY AND ADMINISTRATIVE AGENT ON BEHALF OF ITSELF AND OTHER LENDERS AS DEFINED IN THE LOAN AGREEMENT OF EVEN DATE WITH THE DEED OF TRUST ("LENDERS"), UNDER THAT CERTAIN CONSTRUCTION DEED OF TRUST AND FUTURE FILING (WITH ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT) RECORDED ON NOVEMBER 10, 2022, AT DOCUMENT NO. 20220831563 IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA ("DEED OF TRUST") AS A FIRST LIEN ON THE PROPERTY DESCRIBED IN THE DEED OF TRUST ("LENDERS' LIEN"), FOR AND ON BEHALF OF THE LENDERS AND THEIR SUCCESSORS AND ASSIGNS, HEREBY (A) CONSENTS TO THE RECDORDATION OF THIS FINAL PLAT ("FINAL PLAT"), AND EACH AND EVERY DEDICATION, EASEMENT, RIGHT–OF–WAY, COVENANT, CONDITION AND RESTRICTION MORE SPECIFICALLY SET FORTH IN THIS FINAL PLAT; (B) AGREES THAT, UPON THE RECDORDATION OF THIS FINAL PLAT, THE LENDERS' LIEN WITH RESPECT TO THE PROPERTY DESCRIBED IN THIS FINAL PLAT IS HEREBY DEEMED SUBJECT AND SUBORDINATE TO THIS FINAL PLAT; WITH LENDERS' LIEN CONTINUING IN EFFECT AGAINST SUCH PROPERTY AS SUCH LEGAL DESCRIPTION HAS BEEN MODIFIED BY RECDORDATION OF THIS FINAL PLAT; AND (C) AGREES THAT UPON THE RECDORDATION OF THIS FINAL PLAT ALL PROPERTY DEDICATED TO THE CITY OF SURPRISE HEREUNDER IS RELEASED FROM THE LENDERS' LIEN.

DATED: _____, 2024.

ZIONS BANCORPORATION, N.A. DBA CALIFORNIA BANK & TRUST

BY: _____

NAME: _____

ITS: _____

ACKNOWLEDGMENT FOR LENDERS' CONSENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF _____

ON _____ BEFORE ME, _____, PERSONALLY APPEARED _____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY

EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.
WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE _____ (SEAL)

PUBLIC NOTICE:

THE LOTS DEPICTED ON THIS PLAT ARE LOCATED WITHIN THE VICINITY OF LUKE AIR FORCE BASE AND MAY BE SUBJECT TO OVERFLIGHTS BY JET AIRCRAFT. ALL STRUCTURES WITHIN THIS PLAT SHALL BE CONSTRUCTED IN COMPLIANCE WITH THE SOUND ATTENUATION STANDARDS ADOPTED BY THE CITY OF SURPRISE. A MAP DEPICTING THE MOST CURRENT ADOPTED MAG NOISE CONTOURS IN RELATION TO THIS PLAT SHALL BE DISPLAYED IN ALL SALES OFFICES. ADDITIONAL INFORMATION MAY BE OBTAINED BY CONTACTING THE CITY OF SURPRISE COMMUNITY DEVELOPMENT DEPARTMENT.

RELEASE OF LIABILITY

ASANTE DEVELOPMENT PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ("OWNER") DOES HEREBY (1) RELEASE AND DISCHARGE THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE (USAF) AND THE CITY OF SURPRISE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE USAF AND THE CITY OF SURPRISE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH AIRCRAFT OVERFLIGHTS FROM AIRCRAFT UTILIZING LUKE AIR FORCE BASE, WHETHER SUCH DAMAGE SHALL ORIGINATE FROM NOISE, VIBRATION, FUMES, DUST, FUEL AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUKE AIR FORCE BASE AND/OR ITS AUXILIARY FIELDS. THIS INSTRUMENT SHALL RUN WITH THE LAND AND BE BINDING UPON OWNER AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS PLAT OR ANY PARCEL OR LOT THEREOF. THIS INSTRUMENT DOES NOT RELEASE THE USAF FROM LIABILITY FOR DAMAGE OR INJURY TO PERSON OR PROPERTY CAUSED BY FALLING AIRCRAFT OR FALLING PHYSICAL OBJECTS FROM AIRCRAFT, EXCEPT AS STATED HEREIN WITH RESPECT TO NOISE, FUMES, DUST, FUEL, AND LUBRICANT PARTICLES.

ASANTE DEVELOPMENT PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ("OWNER"), DOES HEREBY (1) RELEASE AND DISCHARGE THE CITY OF SURPRISE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH THE AREAS LOCATED WITHIN THE NEWLY DEDICATED RIGHT–OF–WAY AS DEPICTED ON THIS PLAT UNTIL SUCH TIME THE RIGHT–OF–WAY IS IMPROVED TO CITY STANDARDS AND THOSE IMPROVEMENTS ARE APPROVED AND ACCEPTED BY THE CITY COUNCIL. THE MAINTENANCE OF THE AREA WITHIN ANY NEWLY DEDICATED RIGHT–OF–WAY AS SHOWN ON THIS PLAT SHALL BE THE RESPONSIBILITY OF THE ADJACENT OWNER/OR SUBSEQUENT ADJACENT OWNERS WITHIN THE BOUNDARY OF SAID PLAT UNTIL SUCH TIME THAT THE AREA WITHIN THE RIGHT–OF–WAY IS IMPROVED TO CITY STANDARD AND ACCEPTED BY THE CITY OF SURPRISE.

OWNER HEREBY FURTHER AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE FROM ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY LOCATED WITHIN THE RIGHT OF WAY THAT MAY ARISE IN CONNECTION WITH THE USE OF THE SIDEWALKS LOCATED WITHIN THE RIGHT–OF–WAY, UNTIL SUCH TIME THE CITY OF SURPRISE HAS ACCEPTED THE SIDEWALKS.

100 YEAR ASSURED WATER SUPPLY

THE AREA PLATTED HEREON LIES WITHIN THE DOMESTIC WATER SERVICE AREA OF CITY OF SURPRISE DESERT OASIS PUBLIC WATER SYSTEM 04–07–523 WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT A.R.S. § 45–576.

OWNER

ASANTE DEVELOPMENT PARTNERS, LLC
1665 W. ALAMEDA DRIVE, SUITE 130
TEMPE, ARIZONA 85282

SURVEYOR

HILGARTWILSON, LLC
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, ARIZONA 85016
PHONE: (602) 490–0535
CONTACT: BRIAN J. BENEDICT , RLS

SHEET INDEX

FP01 COVER SHEET
FP02 LEGAL DESCRIPTION, SHEET INDEX MAP,
NOTES, AREA TABLES & VISIBILITY DETAIL
FP03–FP08 FINAL PLAT SHEETS

BASIS OF BEARING

BASIS OF BEARING IS SOUTH 89°40'45" EAST ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BETWEEN THE MONUMENTS AS SHOWN HEREON.

NOTES

- NO PERMANENT STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED ON, OVER OR PLACED WITHIN EASEMENTS. IT SHALL BE FURTHER UNDERSTOOD THAT THE CITY OF SURPRISE SHALL NOT BE REQUIRED TO REPLACE ANY OBSTRUCTIONS OR PLANTING THAT MUST BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION, OR RECONSTRUCTION OF CITY UTILITIES.
- ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND.
- ALL STRUCTURES AND LANDSCAPING WITHIN THE 30'x30' VISIBILITY TRIANGLE ALONG THE PROPERTY LINES AT LOT CORNERS SHALL BE MAINTAINED AT A MAXIMUM HEIGHT OF 30" ABOVE GROUND LEVEL. (SEE DETAIL SHEET 2)
- ALL EXTERIOR SUBDIVISION BOUNDARY CORNERS ARE AS SHOWN PER THIS PLAT IN CONFORMANCE WITH ARIZONA STATUTE. ALL INTERIOR CORNERS AND MONUMENTS ARE TO BE SET BY THE SURVEYOR RESPONSIBLE FOR THE CONSTRUCTION SURVEY AND STAKING OF THIS PROJECT AND MUST BE IN CONFORMANCE WITH SAID ARIZONA STATUTORY REQUIREMENTS.
- PROVISIONS SHALL BE MADE FOR DEVELOPMENT AND MAINTENANCE OF STREET LIGHTS THROUGH THE CREATION OF A STREET LIGHT IMPROVEMENT DISTRICT (S.L.I.D.).
- NO ON–SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
- IN ACCORDANCE WITH ARS § 9–461.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN.
- PURSUANT TO A.R.S. § 42–1102, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS # 14751 AND 14710, WHEN APPLICABLE.
- THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS, AND PARKS SHALL BE THE RESPONSIBILITY OF THE OWNER OR THE HOMEOWNERS' ASSOCIATION FORMED BY THE OWNER.
- THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHTS–OF–WAY, INCLUDING LANDSCAPED MEDIANS WITHIN COLLECTORS AND LOCAL STREETS, AND LANDSCAPED AREAS BETWEEN THE CURB AND THE DETACHED SIDEWALK, SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE HOMEOWNERS' ASSOCIATION FORMED BY THE ADJACENT PROPERTY.
- LANDSCAPING MAINTENANCE OF THE MEDIANS WITHIN THE PUBLIC RIGHT–OF–WAY WITHIN ANY ARTERIAL OR PARKWAY STREET CLASSIFICATION SHALL BE RESPONSIBILITY OF THE CITY OF SURPRISE AFTER ACCEPTANCE.
- THIS FINAL PLAT IS IN SUBSTANTIAL CONFORMANCE WITH THE PRELIMINARY PLAT APPROVED BY THE CITY OF SURPRISE UNDER CASE FS23–0141.
- DEVELOPMENT STANDARDS ARE PER THE CITY OF SURPRISE ZONING CASE FS22–0756 OR AS SUBSEQUENTLY AMENDED.

CITY OF SURPRISE ENGINEER APPROVAL:

DATA ON THIS PLAT REVIEWED AND APPROVED THIS _____ DAY OF _____, 2024, BY THE CITY ENGINEER OF SURPRISE, ARIZONA.

APPROVED _____
CITY ENGINEER

CITY OF SURPRISE COUNCIL APPROVAL:

APPROVED BY THE CITY COUNCIL OF THE CITY OF SURPRISE, ARIZONA.

THIS ____ DAY OF _____, 2024.

ATTEST:

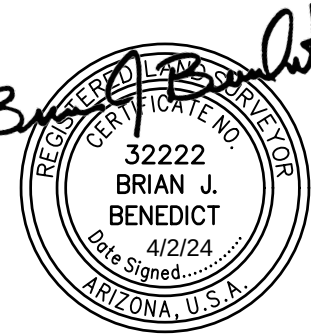
MAYOR DATE

CITY CLERK DATE

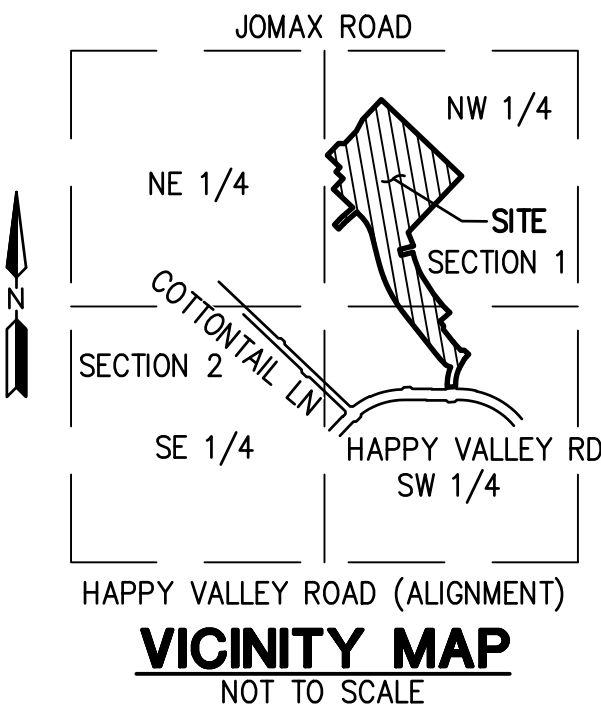
CERTIFICATION

THIS IS TO CERTIFY THAT THE SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF SEPTEMBER, 2023; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT THE EXTERIOR BOUNDARY MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT THEIR POSITIONS ARE CORRECTLY SHOWN; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THIS SURVEY TO BE RETRACED.

BRIAN J. BENEDICT
RLS 32222
HILGARTWILSON, LLC
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, ARIZONA 85016
P: 602.490.0535
bbenedict@hilgartwilson.com



NOTE:
A.R.S. 32–151 STATES THAT THE USE OF THE WORD "CERTIFY" OR "CERTIFICATION" BY A PERSON OR FIRM THAT IS REGISTERED OR CERTIFIED BY THE BOARD IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING FACTS OR FINDINGS THAT ARE SUBJECT OF THE CERTIFICATION AND DOES NOT CONSTITUTE AN EXPRESS OR IMPLIED WARRANTY OR GUARANTEE.



HILGARTWILSON
HAS JOINED COLLIER'S ENGINEERING & DESIGN
2141 E. HIGHLAND AVE., STE. 250 | P: 602.490.0535 | F: 602.368.2436
PHOENIX, AZ 85016
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ASANTE PLANNING AREA 4 - UNIT 3.7A
ASANTE BOULEVARD & PAT TILLMAN BOULEVARD
SURPRISE, ARIZONA
FINAL PLAT

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PROJ. NO.: 1909	STATUS:
DATE: APR 2024	MUNICIPAL TRACKING NO:
SCALE: NONE	FS23–1032
DRAWN: MRM	APPROVED: BJB

DWG. NO.

FP01

SHT. 1 OF 8

LEGAL DESCRIPTION

A PORTION OF THE WEST HALF OF SECTION 1, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 2" ALUMINUM CAP ACCEPTED AS THE SOUTHWEST CORNER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, FROM WHICH A FOUND GLO BRASS CAP ACCEPTED AS THE SOUTH QUARTER CORNER OF SAID SECTION 36 BEARS SOUTH 89°40'45" EAST, 2639.49 FEET;
THENCE SOUTH 89°40'45" EAST, 907.94 FEET ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 36 TO THE NORTHWEST CORNER OF SAID SECTION 1;
THENCE LEAVING SAID SOUTH LINE, SOUTH 00°46'45" WEST, 1132.45 FEET ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 1;
THENCE LEAVING SAID WEST LINE, SOUTH 89°13'15" EAST, 273.69 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 43°31'21" EAST, 136.60 FEET;
THENCE SOUTH 87°27'03" EAST, 47.79 FEET;
THENCE NORTH 43°31'21" EAST, 144.00 FEET;
THENCE NORTH 28°13'35" EAST, 109.89 FEET;
THENCE NORTH 43°31'21" EAST, 228.04 FEET;
THENCE SOUTH 46°28'51" EAST, 924.07 FEET;
THENCE SOUTH 43°31'09" WEST, 598.09 FEET;
THENCE SOUTH 44°08'00" WEST, 49.78 FEET;
THENCE SOUTH 21°44'22" EAST, 120.53 FEET TO A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 175.00 FEET, THE CENTER OF WHICH BEARS NORTH 21°44'22" WEST;
THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 07°30'03", AN ARC LENGTH OF 22.91 FEET TO A NON-TANGENT LINE;
THENCE SOUTH 75°45'41" WEST, 96.89 FEET;
THENCE SOUTH 14°18'01" EAST, 50.00 FEET;
THENCE NORTH 75°45'41" EAST, 96.84 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 225.00 FEET;
THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°54'32", AN ARC LENGTH OF 3.57 FEET TO A NON-TANGENT LINE;
THENCE SOUTH 16°18'10" EAST, 66.65 FEET;
THENCE SOUTH 19°45'18" EAST, 51.72 FEET;
THENCE SOUTH 23°13'32" EAST, 51.72 FEET;
THENCE SOUTH 27°44'10" EAST, 36.63 FEET;
THENCE SOUTH 32°55'26" EAST, 184.66 FEET;
THENCE SOUTH 38°21'22" EAST, 126.00 FEET;
THENCE SOUTH 44°57'47" EAST, 78.43 FEET TO A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1975.00 FEET, THE CENTER OF WHICH BEARS NORTH 42°46'14" WEST;
THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°10'02", AN ARC LENGTH OF 109.17 FEET TO A NON-TANGENT LINE;
THENCE SOUTH 38°21'22" EAST, 50.01 FEET;
THENCE SOUTH 08°10'37" WEST, 28.51 FEET;
THENCE SOUTH 38°21'22" EAST, 132.58 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 675.00 FEET;
THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 08°11'22", AN ARC LENGTH OF 96.48 FEET TO A NON-TANGENT LINE;
THENCE NORTH 88°03'41" EAST, 28.51 FEET;
THENCE SOUTH 46°28'51" EAST, 50.00 FEET;
THENCE SOUTH 43°31'09" WEST, 22.96 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 375.00 FEET;
THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 04°38'48", AN ARC LENGTH OF 30.41 FEET TO A NON-TANGENT LINE;
THENCE SOUTH 29°13'10" WEST, 90.64 FEET TO A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 290.00 FEET, THE CENTER OF WHICH BEARS SOUTH 64°06'37" EAST;
THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 26°28'14", AN ARC LENGTH OF 133.98 FEET TO A TANGENT LINE;
THENCE SOUTH 00°34'51" EAST, 20.89 FEET;
THENCE SOUTH 85°54'42" WEST, 70.13 FEET;
THENCE NORTH 00°34'51" WEST, 25.18 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 360.00 FEET;
THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 23°18'50", AN ARC LENGTH OF 146.49 FEET TO A NON-TANGENT LINE;
THENCE NORTH 67°16'01" WEST, 40.14 FEET;
THENCE NORTH 43°49'50" WEST, 71.35 FEET;
THENCE NORTH 39°22'59" WEST, 68.91 FEET;
THENCE NORTH 38°21'22" WEST, 378.00 FEET;
THENCE NORTH 37°56'42" WEST, 66.15 FEET;
THENCE NORTH 34°58'31" WEST, 69.64 FEET;
THENCE NORTH 31°30'18" WEST, 69.64 FEET;
THENCE NORTH 28°02'06" WEST, 69.64 FEET;
THENCE NORTH 25°02'30" WEST, 50.50 FEET;
THENCE NORTH 22°19'26" WEST, 58.59 FEET;
THENCE NORTH 19°24'16" WEST, 58.59 FEET;
THENCE NORTH 16°29'06" WEST, 58.59 FEET;
THENCE NORTH 14°21'09" WEST, 54.51 FEET;
THENCE NORTH 14°14'19" WEST, 159.00 FEET;
THENCE NORTH 14°52'12" WEST, 51.88 FEET;
THENCE NORTH 21°33'48" WEST, 49.43 FEET;
THENCE NORTH 29°39'43" WEST, 49.43 FEET;
THENCE NORTH 37°45'38" WEST, 49.43 FEET;
THENCE NORTH 45°10'19" WEST, 50.95 FEET;
THENCE NORTH 35°58'23" WEST, 17.30 FEET;
THENCE SOUTH 49°06'11" WEST, 111.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 375.00 FEET;
THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°34'50", AN ARC LENGTH OF 36.52 FEET TO A TANGENT LINE;
THENCE SOUTH 43°31'21" WEST, 62.09 FEET;
THENCE NORTH 44°39'59" WEST, 50.02 FEET;
THENCE NORTH 43°31'21" EAST, 60.50 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 425.00 FEET;
THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°34'50", AN ARC LENGTH OF 41.39 FEET TO A TANGENT LINE;
THENCE NORTH 49°06'11" EAST, 107.97 FEET;
THENCE NORTH 46°28'39" WEST, 224.93 FEET;
THENCE NORTH 43°31'21" EAST, 120.00 FEET;
THENCE NORTH 46°28'39" WEST, 83.00 FEET;
THENCE NORTH 43°31'21" EAST, 50.00 FEET;
THENCE NORTH 46°28'39" WEST, 146.10 FEET TO THE POINT OF BEGINNING.

AREAS

ROW AREA =	242,122 SQ. FT.	5.5584 ACRES
TRACTS A-O AREA =	61,359 SQ. FT.	1.4086 ACRES
LOT AREA =	747,436 SQ. FT.	17.1588 ACRES
GROSS AREA =	1,050,916 SQ. FT.	24.1257 ACRES
NET AREA =	808,794 SQ. FT.	18.5674 ACRES
DENSITY (GROSS) =	4.4 D.U. / ACRE	
DENSITY (NET) =	5.8 D.U. / ACRE	

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 1	6240	0.1433
LOT : 2	6240	0.1433
LOT : 3	6240	0.1433
LOT : 4	7274	0.1670
LOT : 5	8042	0.1846
LOT : 6	8344	0.1916
LOT : 7	16287	0.3739
LOT : 8	14668	0.3367
LOT : 9	7262	0.1667
LOT : 10	6000	0.1377
LOT : 11	6000	0.1377
LOT : 12	6000	0.1377
LOT : 13	6000	0.1377
LOT : 14	6000	0.1377
LOT : 15	6000	0.1377
LOT : 16	6000	0.1377
LOT : 17	6000	0.1377
LOT : 18	6000	0.1377
LOT : 19	6089	0.1398
LOT : 20	8651	0.1986

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 61	6625	0.1521
LOT : 62	6625	0.1521
LOT : 63	6944	0.1594
LOT : 64	7317	0.1680
LOT : 65	7317	0.1680
LOT : 66	7317	0.1680
LOT : 67	7014	0.1610
LOT : 68	6348	0.1457
LOT : 69	6340	0.1460
LOT : 70	6360	0.1460
LOT : 71	6360	0.1460
LOT : 72	7361	0.1690
LOT : 73	6805	0.1562
LOT : 74	6377	0.1464
LOT : 75	5919	0.1359
LOT : 76	6360	0.1460
LOT : 77	5760	0.1322
LOT : 78	5760	0.1322
LOT : 79	5760	0.1322
LOT : 80	5760	0.1322

FLOOD ZONE DESIGNATION

THE FOLLOWING FLOOD PLAIN DESIGNATION AND ASSOCIATED COMMENTS ARE COPIED DIRECTLY FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) WEBSITE. HILGARTWILSON, LLC AND THE UNDERSIGNED REGISTERED PROFESSIONAL LAND SURVEYOR MAKE NO STATEMENT AS TO THE ACCURACY OR COMPLETENESS OF THE FOLLOWING FLOOD ZONE DESIGNATION STATEMENT.

THE SUBJECT PROPERTY LIES WITHIN SHADED ZONE "X" WITH A DEFINITION OF: 0.2-PERCENT-ANNUAL-CHANCE FLOODPLAIN, AREAS OF 1-PERCENT-ANNUAL-CHANCE (BASE FLOOD) SHEET FLOW FLOODING WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT, AREAS OF BASE FLOOD STREAM FLOODING WITH A CONTRIBUTING DRAINAGE AREA OF LESS THAN 1 SQUARE MILE, OR AREAS PROTECTED FROM THE BASE FLOOD BY LEVEES. NO BFES OR DEPTHS ARE SHOWN IN THIS ZONE, AND INSURANCE PURCHASE IS NOT REQUIRED. DESIGNATION DETERMINED BY FEMA FLOOD ZONE MAP 04013C1210L, PANEL NUMBER 1210 OF 4425, EFFECTIVE DATE: OCTOBER 16, 2013.

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 21	15691	0.3602
LOT : 22	9801	0.2250
LOT : 23	6471	0.1486
LOT : 24	6485	0.1489
LOT : 25	6485	0.1489
LOT : 26	6485	0.1489
LOT : 27	6485	0.1489
LOT : 28	6485	0.1489
LOT : 29	6485	0.1489
LOT : 30	8497	0.1951
LOT : 31	9127	0.2095
LOT : 32	8173	0.1876
LOT : 33	6757	0.1551
LOT : 34	7114	0.1633
LOT : 35	6729	0.1545
LOT : 36	6716	0.1542
LOT : 37	6716	0.1542
LOT : 38	8164	0.1874
LOT : 39	8255	0.1895
LOT : 40	7955	0.1826

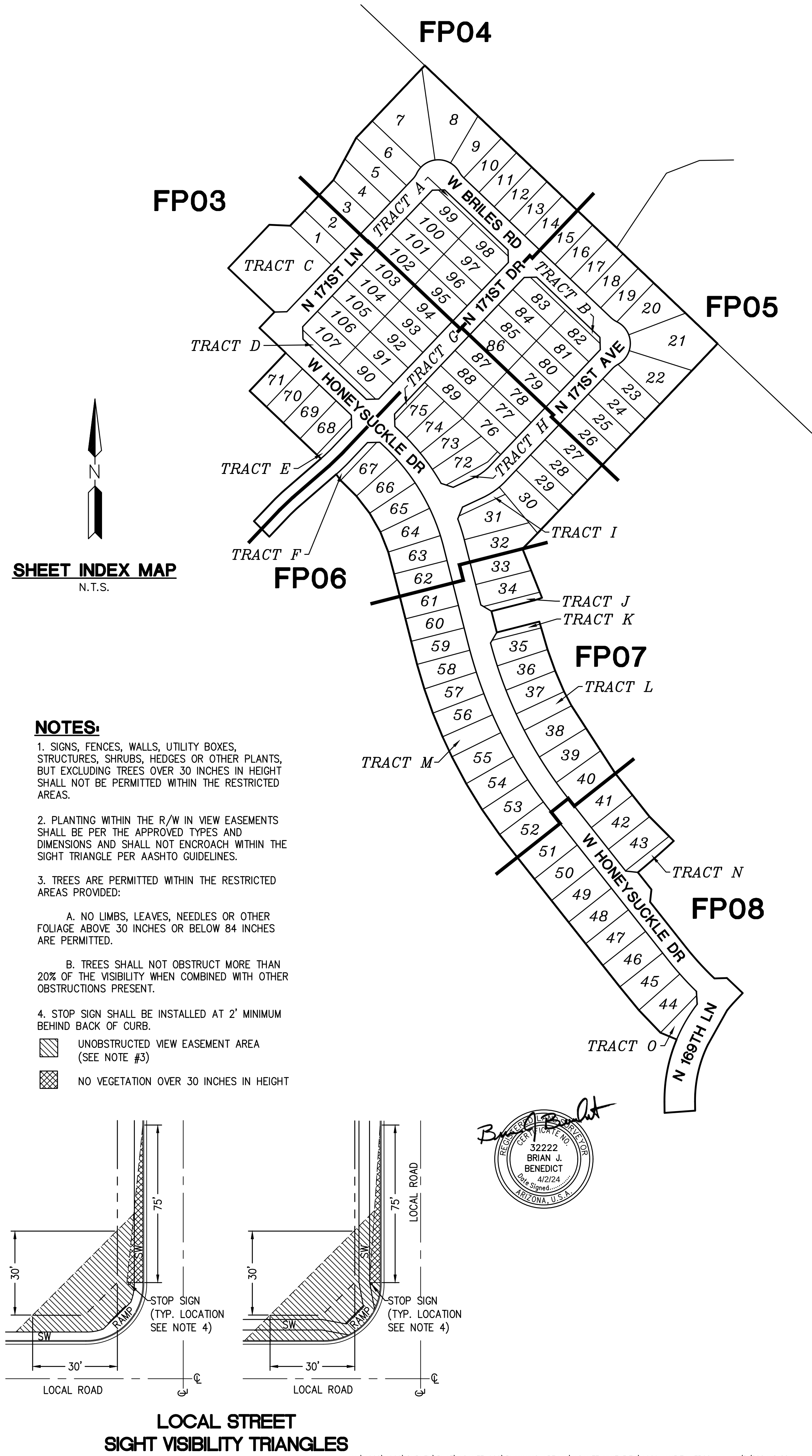
LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 81	5760	0.1322
LOT : 82	5710	0.1311
LOT : 83	5710	0.1311
LOT : 84	5760	0.1322
LOT : 85	5760	0.1322
LOT : 86	5760	0.1322
LOT : 87	5760	0.1322
LOT : 88	5760	0.1322
LOT : 89	6360	0.1460
LOT : 90	6467	0.1485
LOT : 91	5880	0.1350
LOT : 92	5880	0.1350
LOT : 93	5880	0.1350
LOT : 94	5880	0.1350
LOT : 95	5880	0.1350
LOT : 96	5880	0.1350
LOT : 97	5880	0.1350
LOT : 98	5830	0.1338
LOT : 99	5830	0.1338
LOT : 100	5880	0.1350

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 41	7560	0.1736
LOT : 42	7560	0.1736
LOT : 43	7790	0.1788
LOT : 44	8269	0.1898
LOT : 45	8170	0.1876
LOT : 46	7875	0.1808
LOT : 47	7875	0.1808
LOT : 48	7875	0.1808
LOT : 49	7875	0.1808
LOT : 50	7875	0.1808
LOT : 51	7875	0.1808
LOT : 52	8034	0.1844
LOT : 53	8208	0.1884
LOT : 54	8208	0.1884
LOT : 55	8208	0.1884
LOT : 56	6912	0.1587
LOT : 57	6912	0.1587
LOT : 58	6912	0.1587
LOT : 59	6704	0.1539
LOT : 60	6625	0.1521

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 101	5880	0.1350
LOT : 102	5880	0.1350
LOT : 103	5880	0.1350
LOT : 104	5880	0.1350
LOT : 105	5880	0.1350
LOT : 106	5880	0.1350
LOT : 107	6466	0.1484

TRACT TABLE		
TRACT	AREA (ACRES)	USE
TRACT A	0.0482	COMMON AREA
TRACT B	0.0482	COMMON AREA
TRACT C	0.6228	COMMON AREA & DRAINAGE
TRACT D	0.0740	COMMON AREA
TRACT E	0.0364	COMMON AREA
TRACT F	0.0389	COMMON AREA
TRACT G	0.0241	COMMON AREA
TRACT H	0.0418	COMMON AREA
TRACT I	0.0389	COMMON AREA
TRACT J	0.0433	COMMON AREA
TRACT K	0.0373	COMMON AREA
TRACT L	0.1095	COMMON AREA
TRACT M	0.1368	COMMON AREA
TRACT N	0.0498	COMMON AREA
TRACT O	0.0584	COMMON AREA

- COMMON AREAS MAY INCLUDE OPEN SPACE, LANDSCAPING, PEDESTRIAN PATHS AND/OR AMENITIES.
- SPECIFIC EASEMENTS THAT ARE BEING DEDICATED AS PART OF THIS PLAT ARE FULLY DELINEATED ON THE FOLLOWING SHEETS.
- THE USES SHOWN IN THE TRACT TABLE ABOVE DO NOT INTEND TO GRANT EASEMENTS THAT ARE BLANKET IN NATURE OVER THE ENTIRE TRACT.



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HILGARTWILSON
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ASANTE PLANNING AREA 4 - UNIT 3.7A
ASANTE BOULEVARD & PAT TILLMAN BOULEVARD
SURPRISE, ARIZONA
FINAL PLAT

PROJ. NO.: 1909
DATE: APR 2024
SCALE: NONE
DRAWN: MRM
APPROVED: BJB

STATUS:
MUNICIPAL TRACKING NO:
FS23-1032

DWG. NO.
FP02
SHT. 2 OF 8

SOUTHWEST CORNER
SECTION 36, TOWNSHIP 5
NORTH, RANGE 2 WEST
FOUND 2" ALUMINUM CAP,
P.O.C.

N89°40'45"W 2639.49'
907.94'

NORTHWEST CORNER
SECTION 1, TOWNSHIP 4
NORTH, RANGE 2 WEST
CALCULATION POSITION

1731.55'

SOUTH QUARTER CORNER
SECTION 36, TOWNSHIP 5
NORTH, RANGE 2 WEST
FOUND BRASS CAP GLO

S00°46'45"W 2226.01'
1093.56'

P.O.B.

S89°13'15"E
273.69'

ASANTE DEVELOPMENT
PARTNERS, LLC
APN 503-74-977

ASANTE DEVELOPMENT
PARTNERS, LLC
APN 503-73-7690

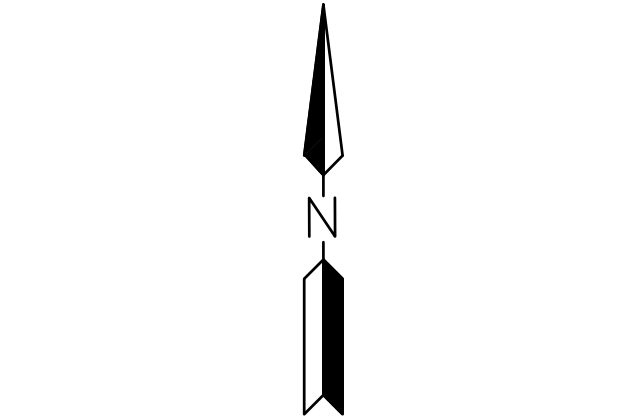
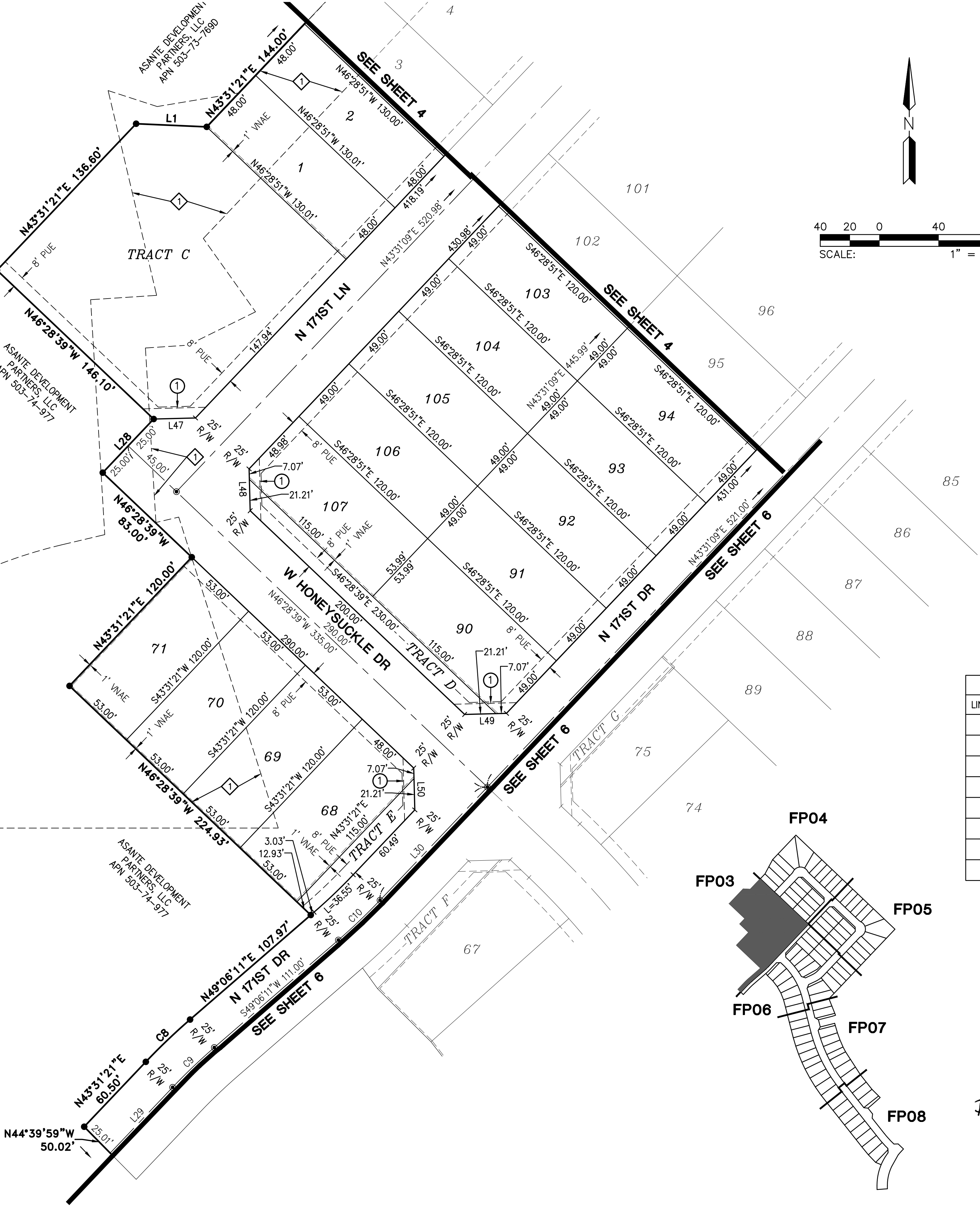
P.O.B.

S89°13'15"E
273.69'

ASANTE DEVELOPMENT
PARTNERS, LLC
APN 503-74-977

WEST QUARTER CORNER SECTION 1,
TOWNSHIP 4 NORTH, RANGE 2 WEST,
FOUND 2" ALUMINUM CAP STAMPED
"MARICOPA COUNTY T4N R2W S2 S1
1/4 RLS 35852" DATED 2004

N44°39'59"W
50.02'

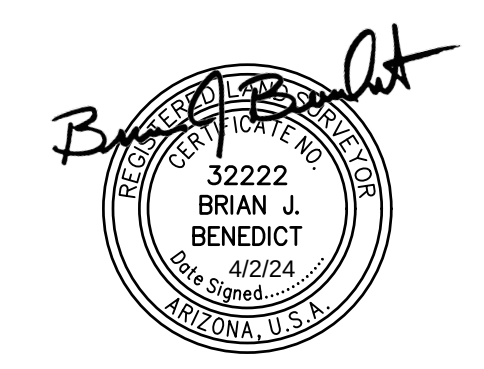
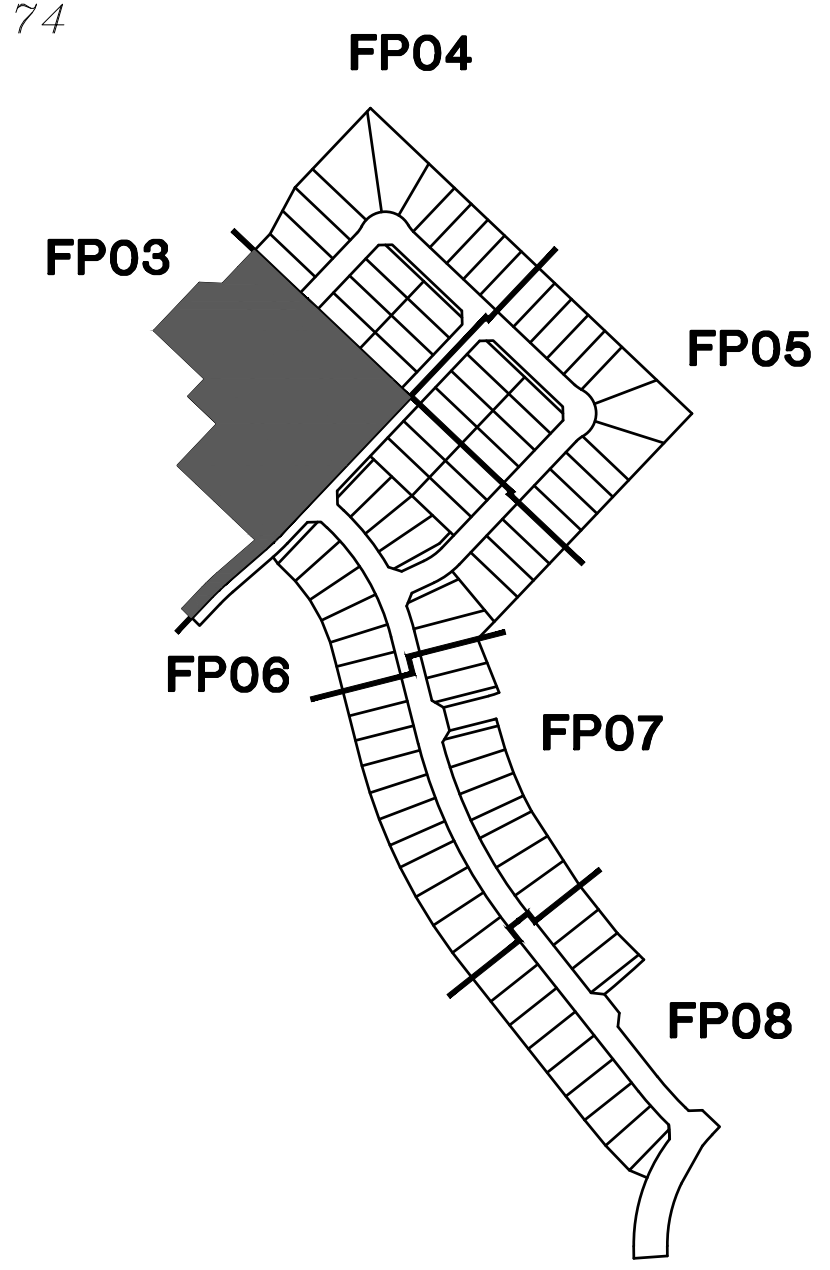


LEGEND

- FOUND MONUMENT AS NOTED
- ⊠ FOUND BRASS CAP IN HAND HOLE
- ⊙ FOUND BRASS CAP FLUSH
- SET BRASS CAP, FLUSH PER
MAG STD DTL 120 TYPE "B"
- SET 1/2" REBAR W/ CAP,
RLS 32222 OR AS NOTED
- BOUNDARY LINE
- SECTION LINE
- CENTER LINE
- RIGHT OF WAY
- PARCEL LINE
- EASEMENT LINE
- R/W RIGHT-OF-WAY
- PUE PUBLIC UTILITY EASEMENT
- VNAE VEHICLE NON-ACCESS EASEMENT
- MCR MARICOPA COUNTY RECORDS
- RLS REGISTERED LAND SURVEYOR
- APN ASSESSOR PARCEL NUMBER
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- ① 30'X30' SIGHT VISIBILITY
TRIANGLE EASEMENTS
(SEE NOTE 3, PAGE 1)
- ◇ DRAINAGE EASEMENT
DOC. 2009-0486176, MCR
TO BE ABANDONED
HEREON

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	S87°27'03"E	47.79'
L28	N43°31'21"E	50.00'
L29	S43°31'21"W	61.30'
L30	N43°31'09"E	105.49'
L47	N88°31'15"E	28.28'
L48	S01°28'45"E	28.29'
L49	N88°31'15"E	28.28'
L50	N01°28'45"W	28.29'

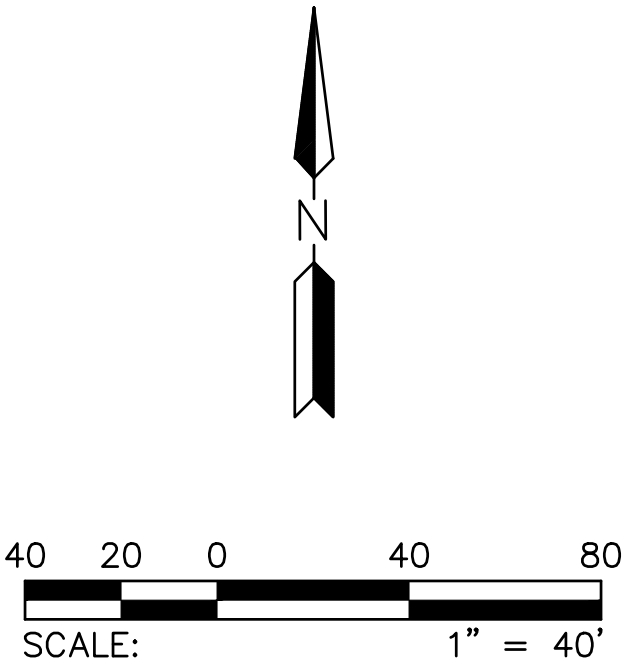
CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C8	425.00'	5°34'50"	41.39'
C9	400.00'	5°34'50"	38.96'
C10	400.00'	5°35'02"	38.98'



ASANTE PLANNING AREA 4 - UNIT 3.7A
ASANTE BOULEVARD & PAT TILLMAN BOULEVARD
SURPRISE, ARIZONA

FINAL PLAT

PROJ. NO.: 1909	STATUS:	MUNICIPAL TRACKING NO:	
DATE: APR 2024		FS23-1032	
SCALE: AS SHOWN		DRAWN: MRM	APPROVED: BJB
DWG. NO.		FP03	
SHT. 3 OF 8			

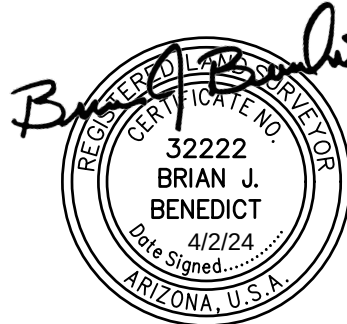
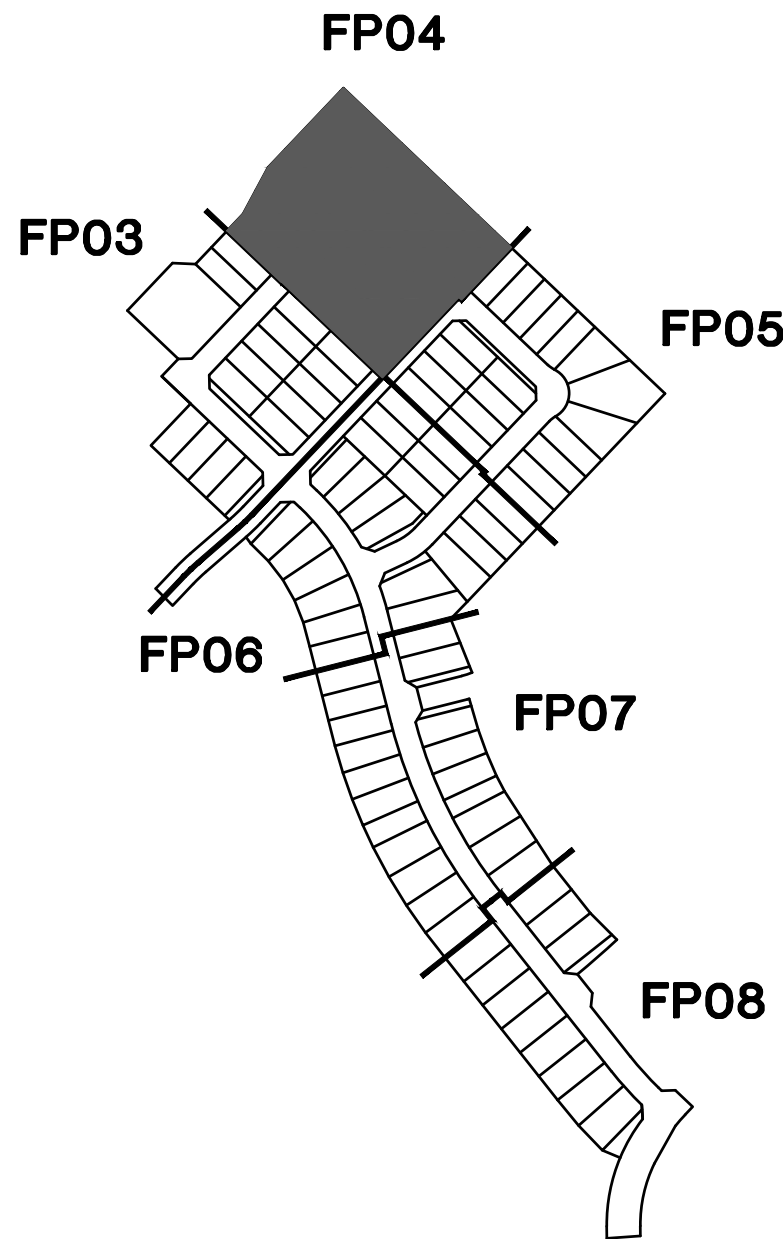


LEGEND

- FOUND MONUMENT AS NOTED
- ⊗ FOUND BRASS CAP IN HAND HOLE
- ⊙ FOUND BRASS CAP FLUSH
- SET BRASS CAP, FLUSH PER MAG STD DTL 120 TYPE "B"
- SET 1/2" REBAR W/ CAP, RLS 32222 OR AS NOTED
- BOUNDARY LINE
- - - SECTION LINE
- · - CENTER LINE
- - - RIGHT OF WAY
- - - PARCEL LINE
- - - EASEMENT LINE
- R/W RIGHT-OF-WAY
- PUE PUBLIC UTILITY EASEMENT
- VNAE VEHICLE NON-ACCESS EASEMENT
- MCR MARICOPA COUNTY RECORDS
- RLS REGISTERED LAND SURVEYOR
- APN ASSESSOR PARCEL NUMBER
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- ① 30'X30' SIGHT VISIBILITY TRIANGLE EASEMENTS (SEE NOTE 3, PAGE 1)
- ① DRAINAGE EASEMENT DOC. 2009-0486176, MCR TO BE ABANDONED HEREON

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L45	S01°28'51"E	28.28'
L46	N88°31'09"E	28.28'

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C15	55.00'	17°20'29"	16.65'
C16	55.00'	17°20'29"	16.65'

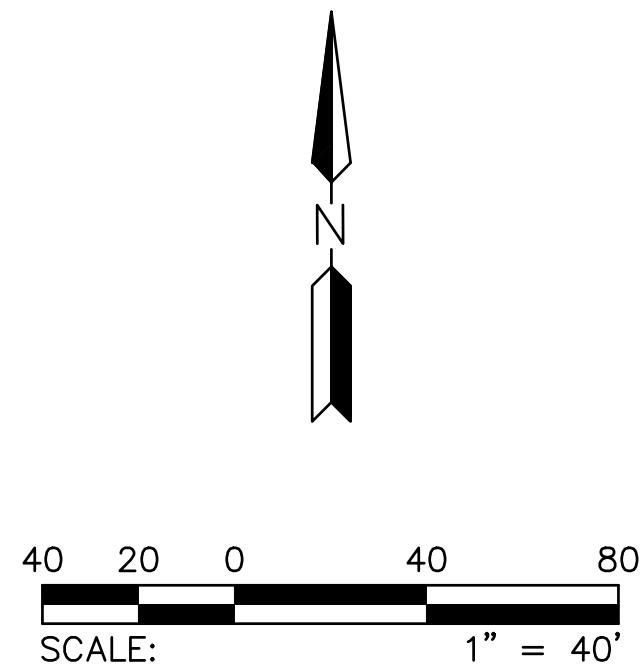


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ASANTE PLANNING AREA 4 - UNIT 3.7A
ASANTE BOULEVARD & PAT TILLMAN BOULEVARD
SURPRISE, ARIZONA
FINAL PLAT

PROJ. NO.: 1909	STATUS:
DATE: APR 2024	
SCALE: AS SHOWN	MUNICIPAL TRACKING NO:
DRAWN: MRM	FS23-1032
APPROVED: BJB	

DWG. NO.
FP04
SHT. 4 OF 8

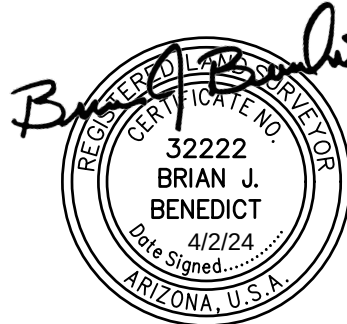
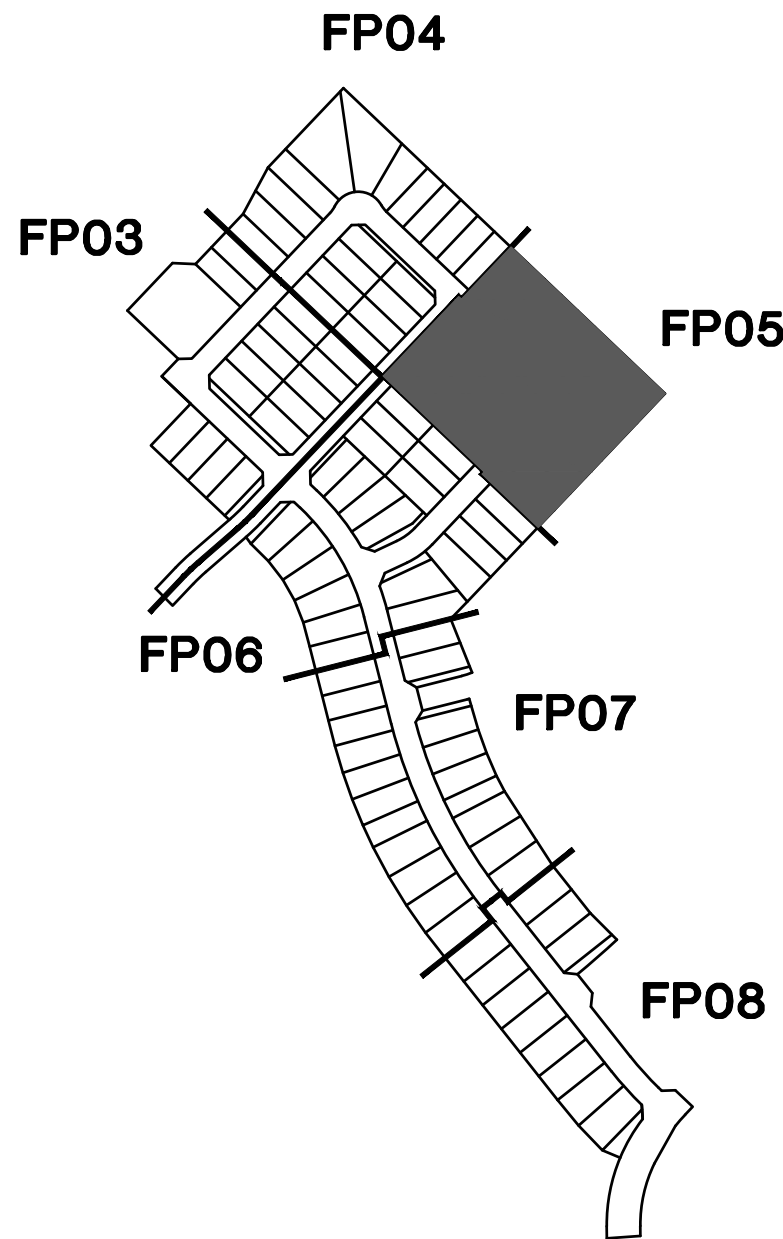


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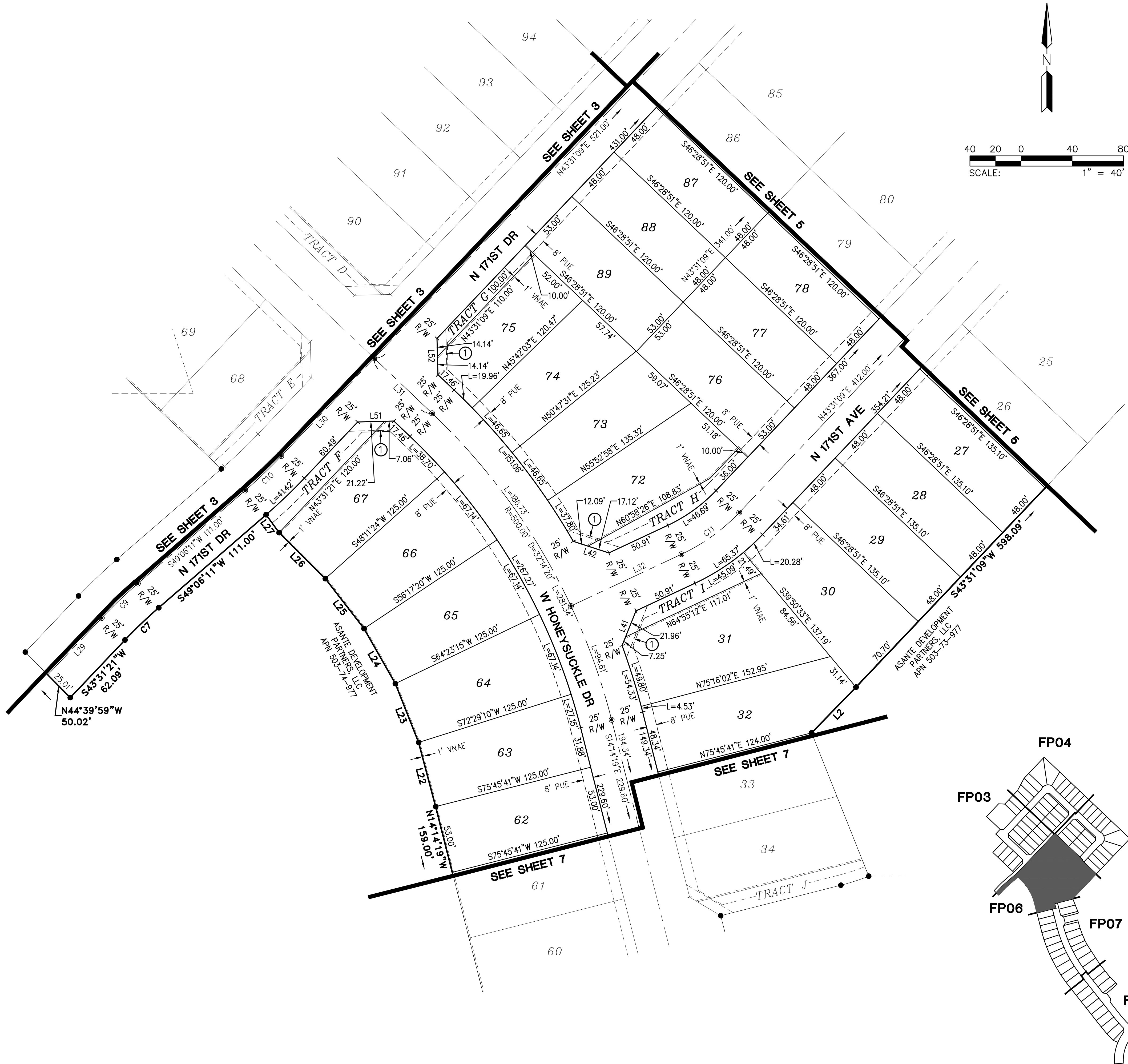
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- - - VEHICLE NON-ACCESS EASEMENT
- - - MARICOPA COUNTY RECORDS
- - - REGISTERED LAND SURVEYOR
- - - ASSESSOR PARCEL NUMBER
- - - POINT OF BEGINNING
- - - POINT OF COMMENCEMENT
- - - 30'X30' SIGHT VISIBILITY TRIANGLE EASEMENTS (SEE NOTE 3, PAGE 1)
- - - DRAINAGE EASEMENT
- - - DOC. 2009-0486176, MCR TO BE ABANDONED HEREON

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L43	N01°28'51"W	28.28'
L44	N88°31'09"E	28.28'

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C13	55.00'	17°20'29"	16.65'
C14	55.00'	17°20'29"	16.65'



PROJ. NO.: 1909	STATUS:
DATE: APR 2024	
SCALE: AS SHOWN	MUNICIPAL TRACKING NO:
DRAWN: MRM	FS23-1032
APPROVED: BJB	

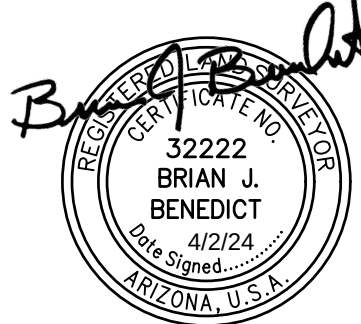
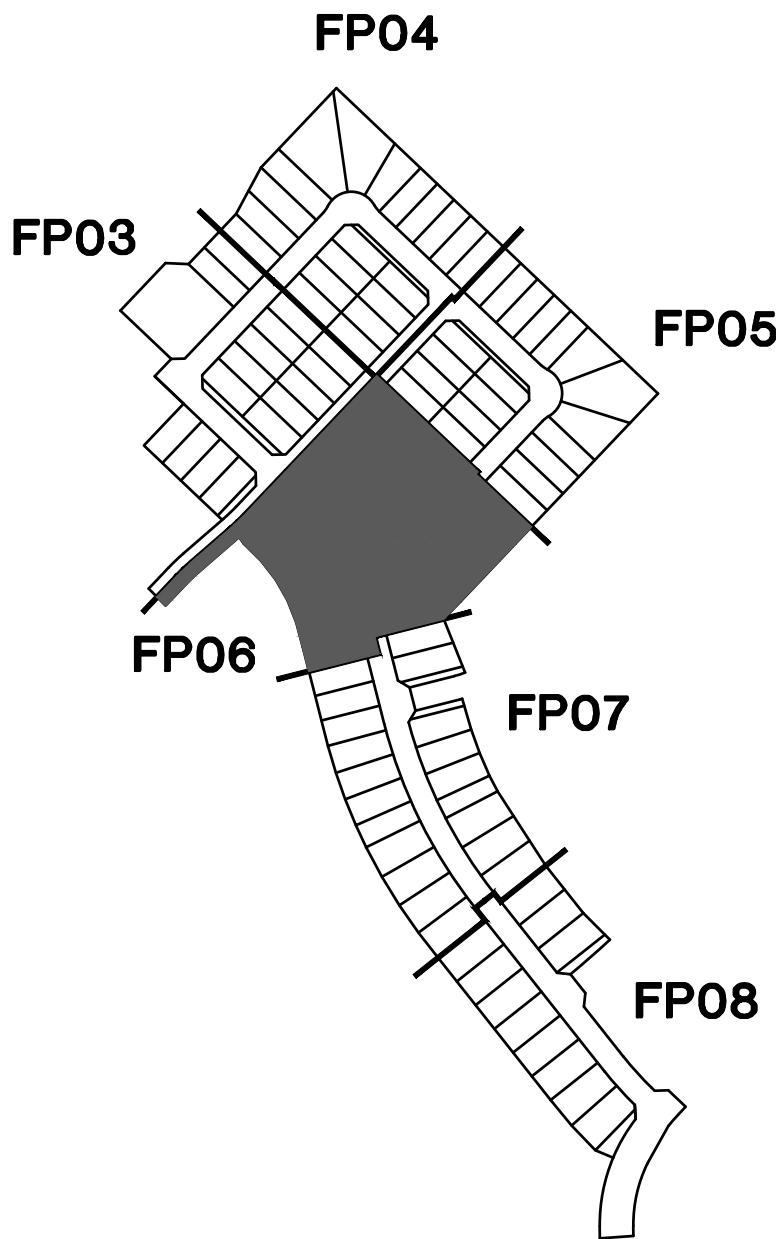


LEGEND

- FOUND MONUMENT AS NOTED
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- EASEMENT LINE
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- VNAE VEHICLE NON-ACCESS EASEMENT
- MCR MARICOPA COUNTY RECORDS
- RLS REGISTERED LAND SURVEYOR
- APN ASSESSOR PARCEL NUMBER
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- ① 30'X30' SIGHT VISIBILITY TRIANGLE EASEMENTS (SEE NOTE 3, PAGE 1)
- ② DRAINAGE EASEMENT DOC. 2009-0486176, MCR TO BE ABANDONED HEREON

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L2	S44°08'00"W	49.78'
L22	N14°52'12"W	51.88'
L23	N21°33'48"W	49.43'
L24	N29°39'43"W	49.43'
L25	N37°45'38"W	49.43'
L26	N45°10'19"W	50.95'
L27	N35°58'23"W	17.30'
L29	S43°31'21"W	61.30'
L30	S43°31'09"W	626.49'
L31	N46°28'39"W	62.46'
L32	N64°55'12"E	95.31'
L41	S21°49'56"W	29.21'
L42	S71°59'31"E	29.21'
L51	N88°31'15"E	28.28'
L52	S01°28'45"E	28.29'

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C7	375.00'	5°34'50"	36.52'
C9	400.00'	5°34'50"	38.96'
C10	400.00'	5°35'02"	38.98'
C11	150.00'	21°24'03"	56.03'



ASANTE PLANNING AREA 4 - UNIT 3.7A

ASANTE BOULEVARD & PAT TILLMAN BOULEVARD
SURPRISE, ARIZONA

FINAL PLAT

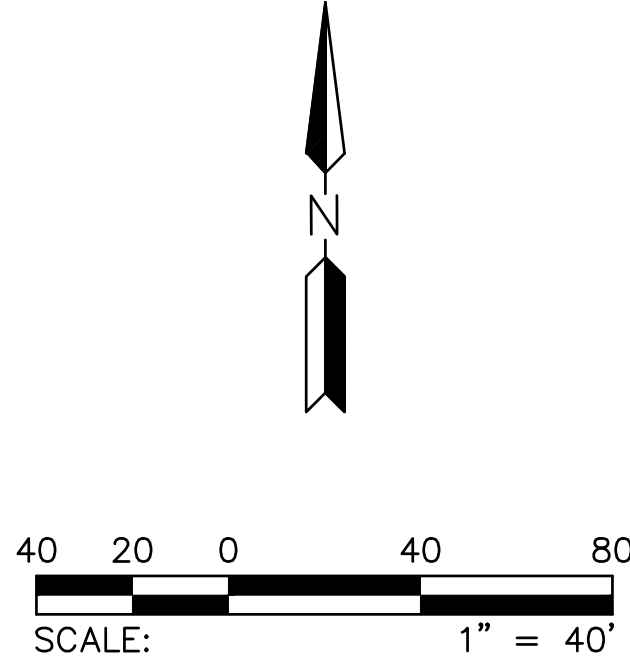
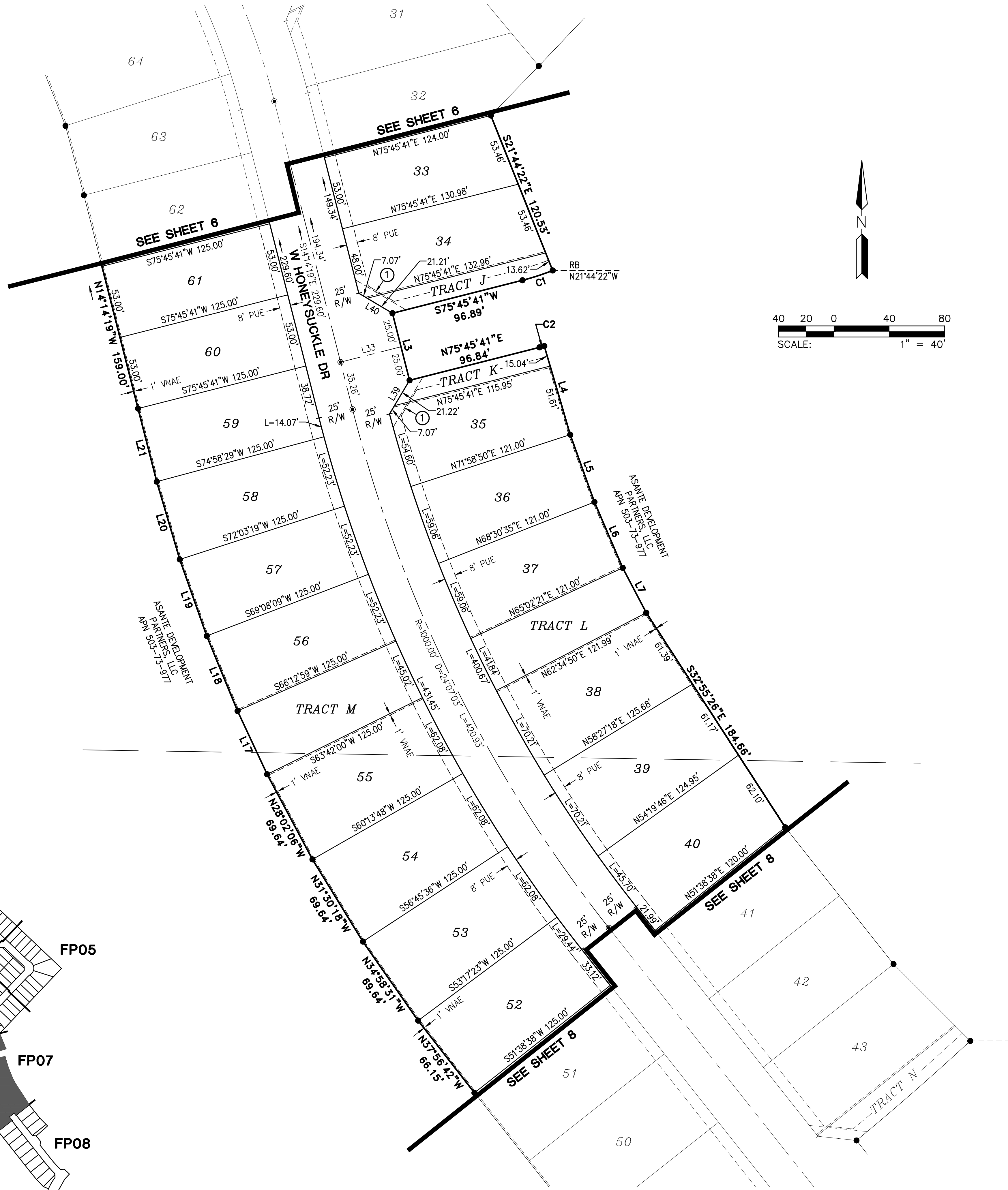
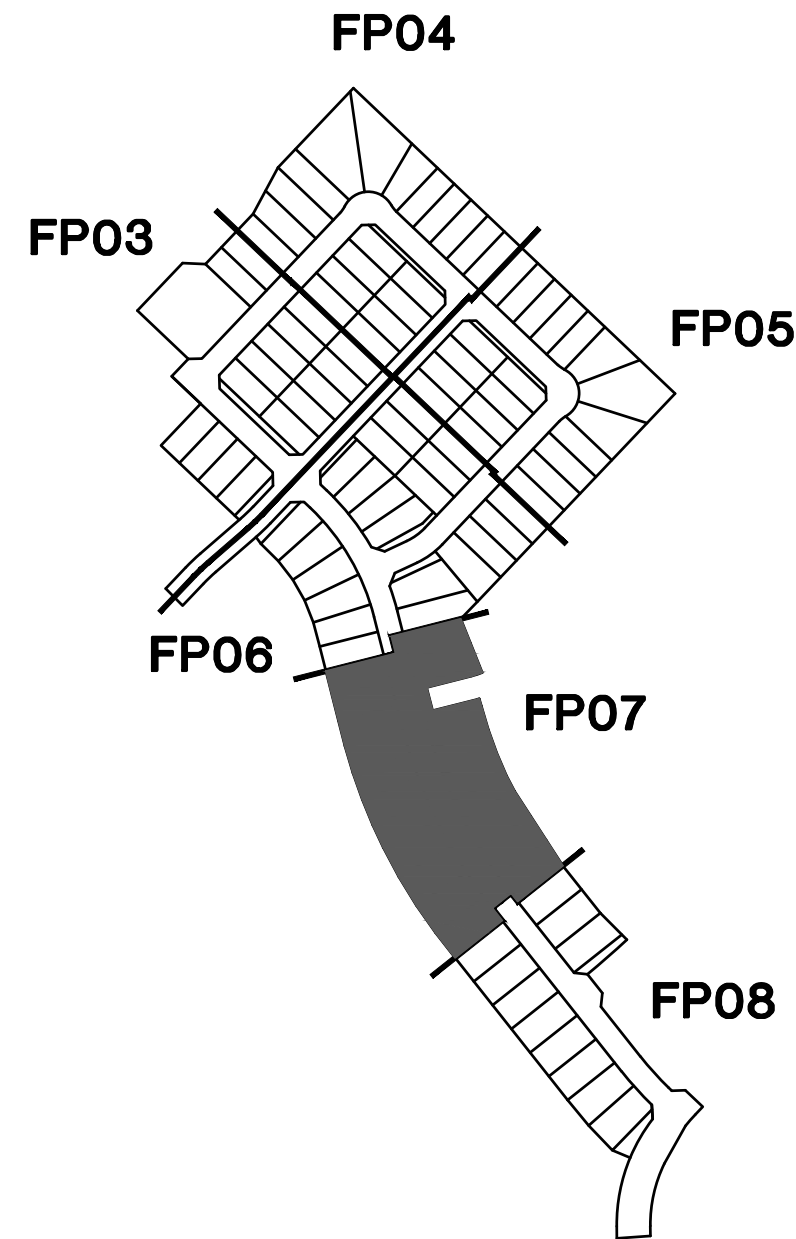
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PROJ. NO.: 1909	STATUS:
DATE: APR 2024	
SCALE: AS SHOWN	MUNICIPAL TRACKING NO:
DRAWN: MRM	FS23-1032
APPROVED: BJB	

DWG. NO.

FP06

SHT. 6 OF 8

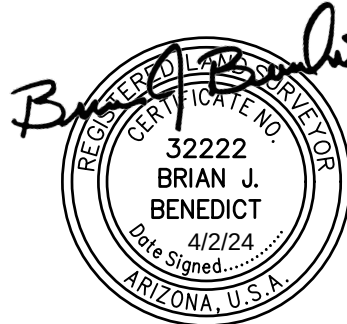


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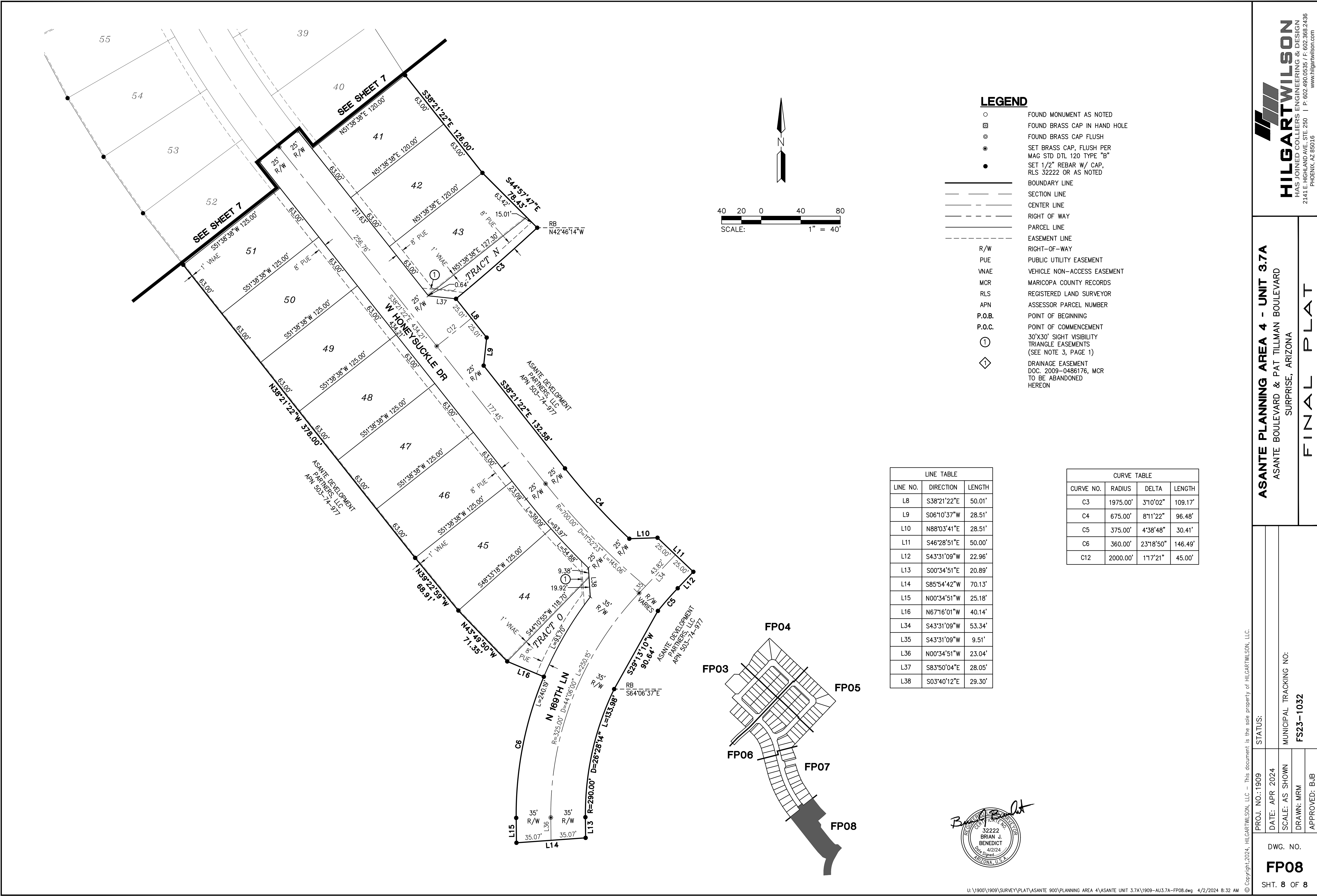
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- - - MARICOPA COUNTY RECORDS
- - - REGISTERED LAND SURVEYOR
- - - ASSESSOR PARCEL NUMBER
- ① POINT OF BEGINNING
- ① POINT OF COMMENCEMENT
- ① 30'X30' SIGHT VISIBILITY TRIANGLE EASEMENTS (SEE NOTE 3, PAGE 1)
- ① DRAINAGE EASEMENT
- ① DOC. 2009-0486176, MCR TO BE ABANDONED HEREON

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L3	S14°18'01"E	50.00'
L4	S16°18'10"E	66.65'
L5	S19°45'18"E	51.72'
L6	S23°13'32"E	51.72'
L7	S27°44'10"E	36.63'
L17	N25°02'30"W	50.50'
L18	N22°19'26"W	58.59'
L19	N19°24'16"W	58.59'
L20	N16°29'06"W	58.59'
L21	N14°21'09"W	54.51'
L33	N75°45'41"E	45.03'
L39	S30°46'11"W	28.29'
L40	S59°14'19"E	28.28'

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C1	175.00'	7°30'03"	22.91'
C2	225.00'	0°54'32"	3.57'



PROJ. NO.: 1909	STATUS:
DATE: APR 2024	
SCALE: AS SHOWN	MUNICIPAL TRACKING NO:
DRAWN: MRM	FS23-1032
APPROVED: BJB	



ASANTE PLANNING AREA 4 - UNIT 3.7A
ASANTE BOULEVARD & PAT TILLMAN BOULEVARD
SURPRISE, ARIZONA
FINAL PLAT

PROJ. NO.: 1909	STATUS:
DATE: APR 2024	
SCALE: AS SHOWN	MUNICIPAL TRACKING NO:
DRAWN: MRM	FS23-1032
APPROVED: BJB	

DWG. NO.
FP08
SHT. 8 OF 8

LEGEND

- FOUND MONUMENT AS NOTED
- ⊠ FOUND BRASS CAP IN HAND HOLE
- ⊙ FOUND BRASS CAP FLUSH
- SET BRASS CAP, FLUSH PER MAG STD DTL 120 TYPE "B"
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- - - MARICOPA COUNTY RECORDS
- - - REGISTERED LAND SURVEYOR
- - - ASSESSOR PARCEL NUMBER
- - - P.O.B.
- - - P.O.C.
- ① 30'X30' SIGHT VISIBILITY TRIANGLE EASEMENTS (SEE NOTE 3, PAGE 1)
- ◇ DRAINAGE EASEMENT DOC. 2009-0486176, MCR TO BE ABANDONED HEREON

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L8	S38°21'22"E	50.01'
L9	S06°10'37"W	28.51'
L10	N88°03'41"E	28.51'
L11	S46°28'51"E	50.00'
L12	S43°31'09"W	22.96'
L13	S00°34'51"E	20.89'
L14	S85°54'42"W	70.13'
L15	N00°34'51"W	25.18'
L16	N67°16'01"W	40.14'
L34	S43°31'09"W	53.34'
L35	S43°31'09"W	9.51'
L36	N00°34'51"W	23.04'
L37	S83°50'04"E	28.05'
L38	S03°40'12"E	29.30'

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C3	1975.00'	3°10'02"	109.17'
C4	675.00'	8°11'22"	96.48'
C5	375.00'	4°38'48"	30.41'
C6	360.00'	2°31'8"50"	146.49'
C12	2000.00'	1°17'21"	45.00'





**DEPARTMENT OF THE AIR FORCE
AIR EDUCATION AND TRAINING COMMAND**

18 December 2023

Mr. Christopher P. Toale
Director, Community Initiatives Team
56th Fighter Wing
14185 W. Falcon Street
Luke AFB AZ 85309-1629

Ms. Nichole Flores
Planning Project Coordinator
City of Surprise – Community Development
16000 N Civic Center Plaza
Surprise, AZ 85374

RE: FS23-1032; Asante Planning Area 4 Unit 3.7A (APN: 503-74-977)

Dear Ms. Flores

Thank you for the opportunity to comment on the final site application for Asante Planning Area 4, Unit 3.7A. The site sits on approximately 24.1 acres and is located at Cottontail Lane and Happy Valley Road in Surprise, AZ. The request is to plat 107 single-family lots. The parcel is located approximately 2.5 miles outside the Luke AFB Aux-1 2004 65 Ldn, “high noise or accident potential zone”, as identified by A.R.S. § 28-8461 and is outside the “territory in the vicinity of a military airport” also defined by A.R.S. § 28-8461. However, the location is unique due to the fact that it lies between the intersection of the “territory in the vicinity of a military airport” for both Luke AFB and Aux-1.

In an effort to promote a more compatible co-existence, Luke AFB follows the guidelines in the Graduated Density Concept (GDC). The GDC proposes, in the absence of a more restrictive state, county or municipal general or comprehensive plan, graduating densities away from the 65 Ldn as follows: a maximum of 2 du/ac from the 65 Ldn to 1/2 mile, a maximum of 4 du/ac from 1/2 to 1 mile, and a maximum of 6 du/ac from 1 to 3 miles. This request for 107 units with a proposed density of 4.44 du/ac meets the GDC.

Since the parcel is located within the “territory in the vicinity of a military airport,” it will be subjected to approximately 170 over flights a day. A strong notification program on the part of the applicant is essential to inform potential occupants about Luke AFB operations.

If you have any questions, please contact Senior Planner, Ms. Jenn Rahn at (623) 856-9981.

Sincerely

TOALE.CHRISTOPHER.P.10396
HER.P.1039696165

Digitally signed by
TOALE.CHRISTOPHER.P.10396
96165
Date: 2023.12.18 09:05:21 -07'00'

CHRISTOPHER P. TOALE

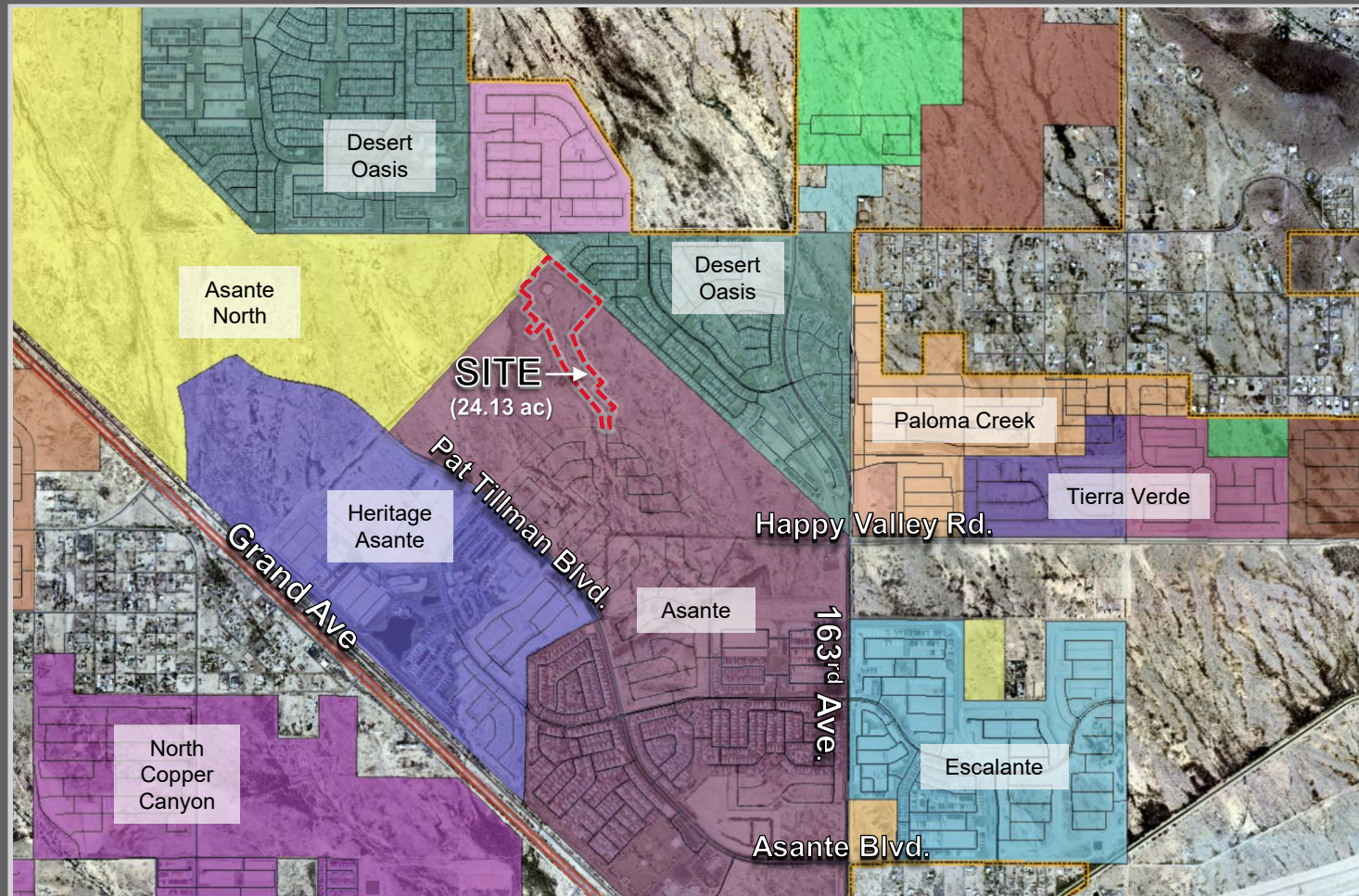
cc:

Colonel Keagan L. McLeese, Deputy Commander, 56th Fighter Wing
Ms. Demetria Themistocles, General Law Attorney, 56th Fighter Wing



FS23-1032
Asante PA 4 Unit 3.7A
Final Plat

City Council
May 21, 2024



VICINITY MAP



ZONING MAP

LEGAL DESCRIPTION

A PORTION OF THE WEST HALF OF SECTION 1, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GLA AND EAST BEND MEDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT 1/4 MILE SOUTHWEST CORNER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 2 WEST OF THE GLA AND EAST BEND MEDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THENCE NORTH 89°44'47" EAST, 801.04 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 89°44'47" EAST, 801.04 FEET TO THE POINT OF BEGINNING;
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THENCE NORTH 89°44'47" EAST, 801.04 FEET TO THE POINT OF BEGINNING;

LOT NO.	AREA (SQFT)	AREA (ACRES)
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LOT 1	6250	0.1433
LOT 2	6250	0.1433

LOT 3	6250	0.1433
LOT 4	6250	0.1433

LOT 5	6042	0.1386
LOT 6	6341	0.1458

LOT 7	10887	0.2497
LOT 8	14888	0.3387

LOT 9	7562	0.1687
LOT 10	6000	0.1377

LOT 11	6000	0.1377
LOT 12	6000	0.1377

LOT 13	6000	0.1377
LOT 14	6000	0.1377

LOT 15	6000	0.1377
LOT 16	6000	0.1377

LOT 17	6000	0.1377
LOT 18	6000	0.1377

LOT 19	6000	0.1377
LOT 20	6000	0.1377

LOT 21	6000	0.1377
LOT 22	6000	0.1377

LOT 23	6000	0.1377
LOT 24	6000	0.1377

LOT 25	6000	0.1377
LOT 26	6000	0.1377

LOT 27	6000	0.1377
LOT 28	6000	0.1377

LOT 29	6000	0.1377
LOT 30	6000	0.1377

LOT 31	6000	0.1377
LOT 32	6000	0.1377

LOT 33	6000	0.1377
LOT 34	6000	0.1377

LOT 35	6000	0.1377
LOT 36	6000	0.1377

LOT 37	6000	0.1377
LOT 38	6000	0.1377

LOT 39	6000	0.1377
LOT 40	6000	0.1377

LOT 41	6000	0.1377
LOT 42	6000	0.1377

LOT 43	6000	0.1377
LOT 44	6000	0.1377

LOT 45	6000	0.1377
LOT 46	6000	0.1377

LOT 47	6000	0.1377
LOT 48	6000	0.1377

LOT NO.	AREA (SQFT)	AREA (ACRES)
---------	-------------	--------------

LOT 49	6250	0.1433
LOT 50	6250	0.1433

LOT 51	6250	0.1433
LOT 52	6250	0.1433

LOT 53	6042	0.1386
LOT 54	6341	0.1458

LOT 55	10887	0.2497
LOT 56	14888	0.3387

LOT 57	7562	0.1687
LOT 58	6000	0.1377

LOT 59	6000	0.1377
LOT 60	6000	0.1377

LOT 61	6000	0.1377
LOT 62	6000	0.1377

LOT 63	6000	0.1377
LOT 64	6000	0.1377

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LOT 76	6000	0.1377

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LOT 78	6000	0.1377

LOT 79	6000	0.1377
LOT 80	6000	0.1377

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LOT 82	6000	0.1377

LOT 83	6000	0.1377
LOT 84	6000	0.1377

LOT 85	6000	0.1377
LOT 86	6000	0.1377

LOT 87	6000	0.1377
LOT 88	6000	0.1377

LOT 89	6000	0.1377
LOT 90	6000	0.1377

LOT 91	6000	0.1377
LOT 92	6000	0.1377

LOT 93	6000	0.1377
LOT 94	6000	0.1377

LOT 95	6000	0.1377
LOT 96	6000	0.1377

LOT NO.	AREA (SQFT)	AREA (ACRES)
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LOT 97	6250	0.1433
LOT 98	6250	0.1433

LOT 99	6250	0.1433
LOT 100	6250	0.1433

LOT 101	6042	0.1386
LOT 102	6341	0.1458

LOT 103	10887	0.2497
LOT 104	14888	0.3387

LOT 105	7562	0.1687
LOT 106	6000	0.1377

LOT 107	6000	0.1377
LOT 108	6000	0.1377

LOT 109	6000	0.1377
LOT 110	6000	0.1377

LOT 111	6000	0.1377
LOT 112	6000	0.1377

LOT 113	6000	0.1377
LOT 114	6000	0.1377

LOT 115	6000	0.1377
LOT 116	6000	0.1377

LOT 117	6000	0.1377
LOT 118	6000	0.1377

LOT 119	6000	0.1377
LOT 120	6000	0.1377

LOT 121	6000	0.1377
LOT 122	6000	0.1377

LOT 123	6000	0.1377
LOT 124	6000	0.1377

LOT 125	6000	0.1377
LOT 126	6000	0.1377

LOT 127	6000	0.1377
LOT 128	6000	0.1377

LOT 129	6000	0.1377
LOT 130	6000	0.1377

LOT 131	6000	0.1377
LOT 132	6000	0.1377

LOT 133	6000	0.1377
LOT 134	6000	0.1377

LOT 135	6000	0.1377
LOT 136	6000	0.1377

LOT 137	6000	0.1377
LOT 138	6000	0.1377

LOT 139	6000	0.1377
LOT 140	6000	0.1377

LOT 141	6000	0.1377
LOT 142	6000	0.1377

LOT 143	6000	0.1377
LOT 144	6000	0.1377

LOT NO.	AREA (SQFT)	AREA (ACRES)
---------	-------------	--------------

LOT 145	6250	0.1433
LOT 146	6250	0.1433

LOT 147	6250	0.1433
LOT 148	6250	0.1433

LOT 149	6042	0.1386
LOT 150	6341	0.1458

LOT 151	10887	0.2497
LOT 152	14888	0.3387

LOT 153	7562	0.1687
LOT 154	6000	0.1377

LOT 155	6000	0.1377
LOT 156	6000	0.1377

LOT 157	6000	0.1377
LOT 158	6000	0.1377

LOT 159	6000	0.1377
LOT 160	6000	0.1377

LOT 161	6000	0.1377
LOT 162	6000	0.1377

LOT 163	6000	0.1377
LOT 164	6000	0.1377

LOT 165	6000	0.1377
LOT 166	6000	0.1377

LOT 167	6000	0.1377
LOT 168	6000	0.1377

LOT 169	6000	0.1377
LOT 170	6000	0.1377

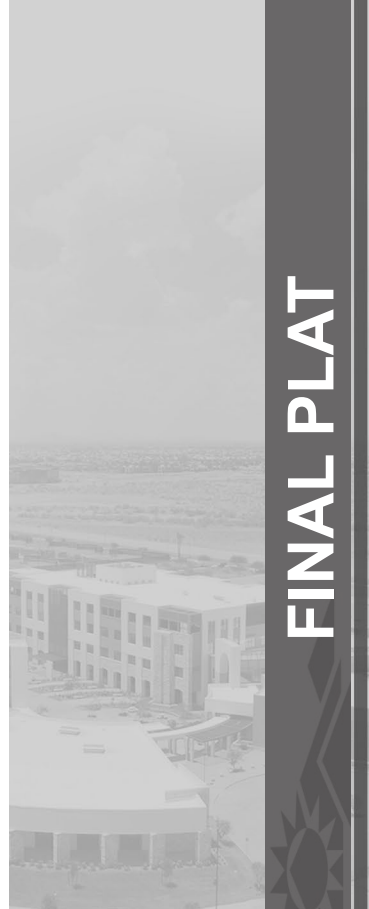
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LOT 172	6000	0.1377

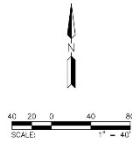
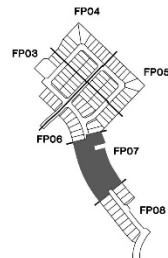
LOT 173	6000	0.1377
LOT 174	6000	0.1377

LOT 175	6000	0.1377
LOT 176	6000	0.1377

LOT 177	6000	0.1377
LOT 178	6000	0.1377

LOT 179	6000	0.1377
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LEGEND

- 1 FOUND MONUMENT AS NOTED
- 2 FOUND BRASS CAP & HAND HOLE
- 3 FOUND BRASS CAP FLUSH
- 4 SET BRASS CAP FLUSH FOR
- 5 MARK SET SET-TOE TYP. "Y"
- 6 SET 1/2" REBAR W/ CHP
- 7 SET SODS ON AS NOTED
- 8 BOUNDARY LINE
- 9 SECTION LINE
- 10 CENTER LINE
- 11 RIGHT-OF-WAY
- 12 PARCEL LINE
- 13 EASEMENT LINE
- 14 HIGH-OF-WAY
- 15 PUBLIC UTILITY EASEMENT
- 16 VEHICLE NON-ACCESS EASEMENT
- 17 WARDEN COUNTY RECORDS
- 18 RECORDED LAND SURVEYOR
- 19 ASSessor PARCEL NUMBER
- 20 POINT OF BEGINNING
- 21 POINT OF COMMENCEMENT
- 22 SURVEY RIGHT MONUMENT
- 23 TRAVEL CALCULATION
- 24 (SEE NOTE 3, PAGE 1)
- 25 DRAINAGE EASEMENT
- 26 DMC 2009 DRAINAGE MARK
- 27 TO BE ABANDONED
- 28 HEREIN

LINE NO.	DIRECTION	LENGTH
L3	S44°50'0"E	50.00'
L4	S44°50'0"E	60.00'
L5	S39°01'0"E	50.72'
L6	S27°30'0"E	50.72'
L7	S27°41'0"E	50.62'
L17	N25°02'0"E	50.00'
L18	N25°09'0"E	50.00'
L19	N33°24'0"E	50.00'
L20	N33°23'0"E	50.00'
L21	N41°01'0"E	54.31'
L23	N79°05'0"E	45.62'
L29	S20°01'0"E	25.00'
L40	S59°14'0"E	25.00'

CURVE NO.	RADIUS	DELTA	LENGTH
C1	175.00'	73°02'0"	22.81'
C2	225.00'	95°42'0"	3.57'



HILGART WILSON
SURVEYORS & ENGINEERS
1000 N. CENTRAL AVENUE, SUITE 200
PHOENIX, ARIZONA 85004
TEL: 602.441.1111 FAX: 602.441.1112
WWW.HILGARTWILSON.COM

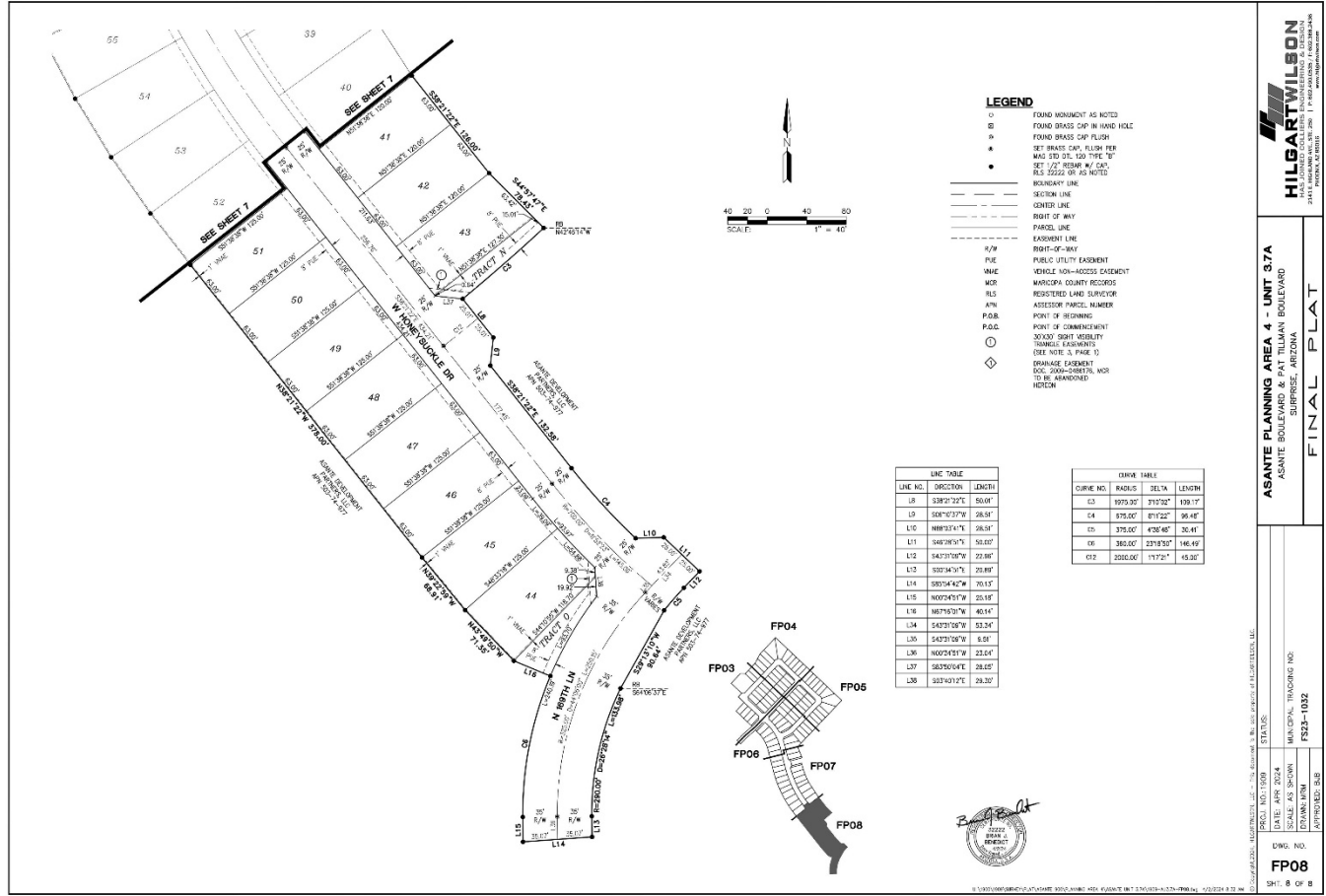
ASANTE PLANNING AREA 4 - UNIT 3.7A
ASANTE BOULEVARD & PAT TILLMAN BOULEVARD
SURPRISE, ARIZONA

FINAL PLAT

PROJECT NO. 1007
DATE: 12/15/2011
SCALE: AS SHOWN
DRAWN: MFW
CHECKED: MFW
APPROVED: MFW

DWG. NO.
FP07
SHT. 7 OF 8

FINAL PLAT



HILGARTWILSON
REGISTERED LAND SURVEYOR
STATE OF ARIZONA
10000 N. 10TH AVENUE, SUITE 100, DENVER, CO 80231
TEL: 303.733.8888 FAX: 303.733.8889

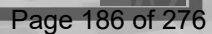
ASANTE PLANNING AREA 4 - UNIT 37A
ASANTE BOULEVARD & PAT TILLMAN BOULEVARD
CHANDLER, ARIZONA

FINAL PLAT

STATUS: PRELIMINARY
DATE: APR 2024
SCALE: AS SHOWN
DRAWN BY: M. J. WILSON
APPROVED BY: M. J. WILSON

DWG. NO.: **FP08**
SHEET: 8 OF 8

FINAL PLAT





SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: May 21, 2024 Contact Person: Leslie Carnie
Submitting Department: Community Development District: District 1
Staff Recommendations:

Consent: Yes	Regular: No	Public Hearing: No	Report/Discussion: No
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Agenda Wording:

Consideration and action pertaining to approval of the Final Plat entitled, “Asante Unit 3.7B, Unit 3.7C and Unit 3.8A” and dated February 23, 2024, a site generally located northeast of Happy Valley Road and Pat Tillman Boulevard.

Motion:

I move to approve the Final Plat entitled, “Asante Unit 3.7B, Unit 3.7C and Unit 3.8A” and dated February 23, 2024.

Background:

Jorge Villasenor, with Lennar, seeks approval of a Final Plat of Asante Planning Area 4 Units 3.7B, 3.7C and 3.8A. The proposed Final Plat includes the subdivision of approximately 32.96 gross acres into 128 single-family lots and approx. 5.69 acres of ROW for a net density of 4.7 DU/Ac.

Objective Analysis:

The subject Final Plat meets the requirements of the Asante PAD, in addition to other requirements as set forth in the Surprise Municipal Code. All city reviewing departments have reviewed the request and expressed no concerns.

Policy Compliant:

This proposed Final Plat is consistent with the Surprise General Plan 2035, Asante PAD, and the Land Development Ordinance.

Financial Impact:

While this item does not have an immediate or direct financial impact, ongoing development activity in the city will inevitably have a future financial impact as additional resources are needed to provide city services.

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

This item does not have an impact on current staffing levels.

ATTACHMENTS:

1. 00- FS23-1073 Asante PA4 Units 3.7B, 3.7C, & 3.8A Final Plat- Staff Report
 2. 01 – FS23-1073 Asante PA4 Units 3.7B, 3.7C & 3.8A Final Plat - Vicinity Map
 3. 02 – FS23-1073 Asante PA4 Units 3.7B, 3.7C & 3.8A Final Plat - Zoning Map
 4. 03 – FS23-1073 Asante PA4 Units 3.7B, 3.7C & 3.8A Final Plat – Final Plat
 5. 04 – FS23-1073 Asante PA4 Units 3.7B, 3.7C & 3.8A Final Plat - Luke AFB Comments
 6. FS23-1073 - Asante PA4 Unit 3.7B, 3.7C, & 3.8A - Presentation
-

Case: FS23-1073

Project Name: Asante PA 4 Units 3.7B, 3.7C & 3.8A – Final Plat

Council District: 1 - Acacia

City Council Date: May 21, 2024

Planner: Leslie Carnie, Planner II

Owner: Asante Development Partners, LLC

Applicant: Jorge Villasenor with Lennar

Request: Final Plat to subdivide approximately 32.96 gross acres into 128 single-family residential lots and approximately 5.69 acres of ROW.

Site Location: Generally located northeast of Happy Valley Road and Pat Tillman Boulevard.

Site Size: Approximately 32.96 Acres (Gross)

Net Density: 4.7 DU/Ac (Net)

General Plan Conformance: The proposed Final Plat is consistent with the Surprise General Plan 2035.

Findings:

- The proposed Final Plat is consistent with the Asante Planned Area Development (PAD).
- The proposed Final Plat is consistent with the Preliminary Plat, case FS23-0141.
- The proposed Final Plat is consistent with the applicable City of Surprise regulations.
- The reviewing agencies have indicated no objections to the request.

Alternative Actions: **Approve** – Approval of the proposed Final Plat will allow the applicant the ability to subdivide the property as proposed.

Deny – Denial of the requested Final Plat will prevent the applicant from subdividing the property as proposed.

PROJECT DESCRIPTION:

Jorge Villasenor, with Lennar, seeks approval of a Final Plat of Asante Planning Area 4 Units 3.7B, 3.7C and 3.8A. The proposed Final Plat includes the subdivision of approximately 32.96 gross acres into 128 single-family lots and approx. 5.69 acres of ROW for a net density of 4.7 DU/Ac.

SURROUNDING LAND ZONING:

The following map depicts the existing zoning of the subject site and its surrounds:



RM-9 PUD	PAD – Desert Oasis	PAD – Desert Oasis
PAD - Asante	PAD – Asante	PAD – Desert Oasis
RM-9 PUD	PAD – Asante	PAD – Asante

BACKGROUND:

November 3, 1988: City Council approved the annexation (Ordinance 88-24) of the subject property.

November 24, 2004: City Council approved Ordinance 04-41 for the Asante Planned Area Development under case PAD04-124.

August 29, 2022: A minor amendment to the Asante PAD was approved administratively under case FS22-0756 to modify street alignments, school and amenity site locations, and development standards.

September 07, 2023: The Planning and Zoning Commission approved a Preliminary Plat for Asante Planning Area 4 under case FS23-0141.

December 18, 2023: The applicant filed the subject case, FS23-1073.

ANALYSIS AND DISCUSSION:

The subject request includes a Final Plat for Planning Area 4, Units 3.7B, 3.7C and 3.8A within the Asante PAD. The 128 single-family residential lots created by this plat fall under the Lot Categories “A” (48’ x 120’) and “F” (70’ x 120’). To ensure compliance with the approved pre-plat and the timely construction of the required access and infrastructure 16 lots in Unit 3.7B and 12 lots in Unit 3.7C are being platted with Unit 3.7A, under case FS23-1032, to allow for the construction of infrastructure associated with Honeysuckle Drive with the development of Unit 3.7A.

Access

Access to the site is provided from Happy Valley Road via 169th Lane. Additional internal access is provided to Units 3.7A and 3.7C.

Open Space & Landscaping

The Asante PAD requires 10% open space for low-density residential developments. The approved Planning Area 4 Preliminary Plat provides 13.6% open space. No changes have been made to the open space plans for Units 3.7B, 3.7C and 3.8A and the Landscape Plan is in conformance with the Preliminary Plat. The site is to be landscaped with native and low water use plants allowed by the PAD and consistent with the overall Asante development.

Residents within Planning Area 4 have access to the clubhouse planned for Unit 3.10A within Asante Planning Area 3.

Utility and Services Table:

Water:	City of Surprise
Wastewater:	City of Surprise
School District:	Dysart Unified School District

106 **Conformance with Adopted Plans:**

107
108 The Surprise General Plan shows the subject property as lying within the Neighborhood
109 Character Area, which supports residential development of up to 8 DU/Ac or more. At a
110 net density of 4.7 DU/Ac, this development is consistent with the General Plan in this
111 regard.

112
113 This request is also consistent with the General Plan in that it promotes connectivity to
114 existing and future development within the Asante PAD for a range of mobility options.

115
116 **Reviewing Agencies:**

117
118 In addition to the standard city reviewing agencies, who indicate no objections to the
119 request, Luke Air Force Base and the Maricopa Water District were included in the routing
120 of the case and indicated no objections.

121
122 **Summary:**

123
124 The subject Final Plat meets the requirements of the Asante PAD, in addition to other
125 applicable requirements. All city reviewing departments have reviewed the request and
126 expressed no concerns.

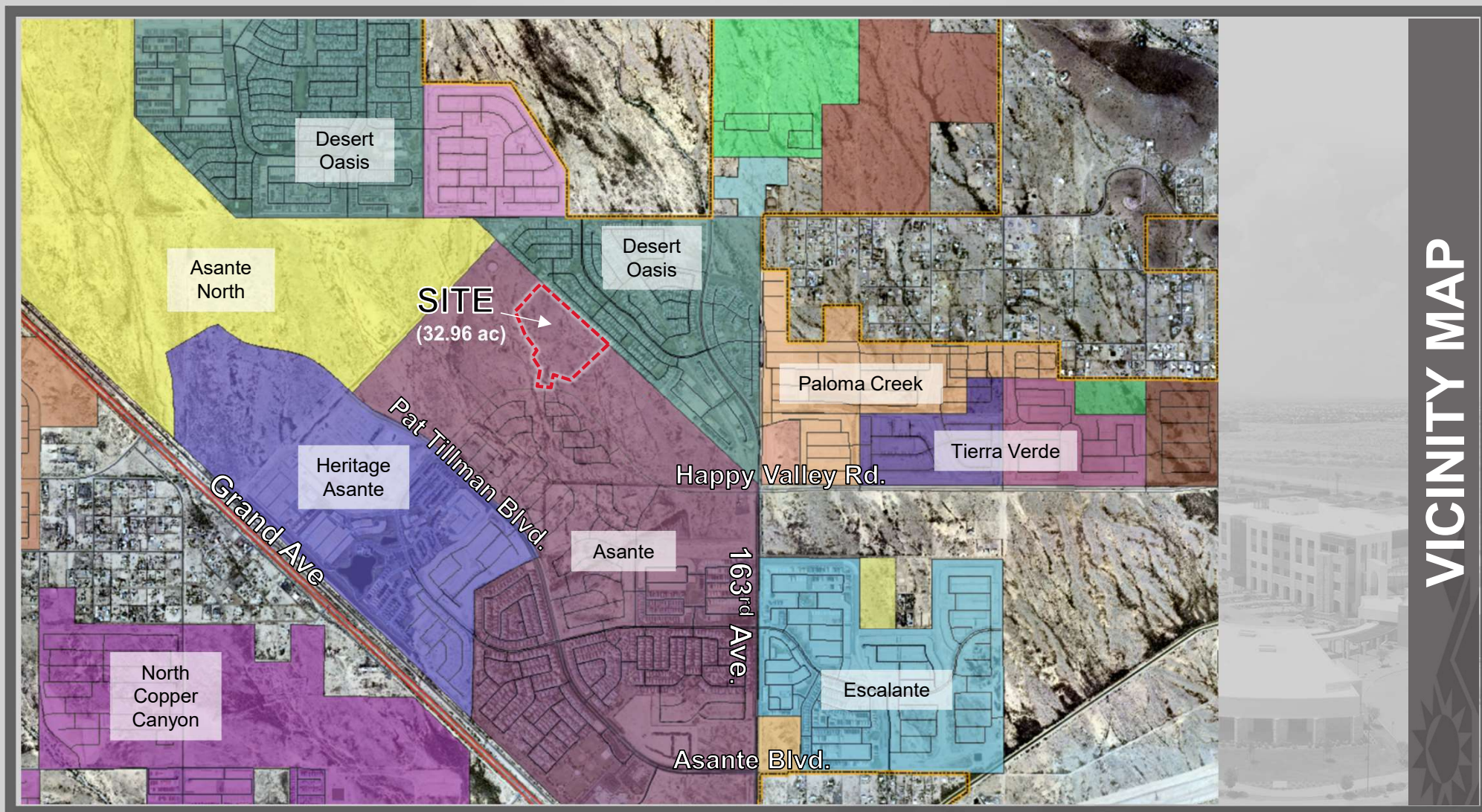
127
128 **Findings:**

- 129
130
 - The proposed Final Plat is consistent with the Asante PAD.
 - The proposed Final Plat is consistent with the Preliminary Plat, case FS23-0141.
 - The proposed Final Plat is consistent with the applicable City of Surprise regulations.
 - The reviewing agencies have indicated no objections to the request.

134

135 **Attachments:**

136
137 01 Vicinity Map
138 02 Zoning Map
139 03 Final Plat
140 04 Luke AFB Letter
141 PPT
142





ZONING MAP

DEDICATION

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

KNOW ALL PERSONS BY THESE PRESENTS: THAT **ASANTE DEVELOPMENT PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY**, AS OWNER, OF A SUBDIVISION WITHIN THE COUNTY OF MARICOPA, HAS SUBDIVIDED UNDER THE NAME OF **"ASANTE – UNIT 3.7B, UNIT 3.7C AND UNIT 3.8A"**, A PORTION OF THE WEST HALF OF SECTION 1, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF SAID **"ASANTE – UNIT 3.7B, UNIT 3.7C AND UNIT 3.8A"** AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, TRACT, STREET, AND EASEMENT CONSTITUTING SAME, AND THAT EACH LOT, TRACT AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

OWNER HEREBY DEDICATES TO THE CITY OF SURPRISE FEE TITLE TO ALL PUBLIC RIGHTS–OF–WAY AS SHOWN ON THIS FINAL PLAT.

OWNER HEREBY GRANTS TO THE PUBLIC A PERPETUAL NON–EXCLUSIVE EASEMENT IN, UPON, OVER, UNDER, THROUGH, AND ACROSS THE AREAS DESIGNATED AS PUBLIC UTILITY EASEMENTS AS SHOWN ON THE PLAT FOR THE PURPOSE OF ACCESSING, INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING AND UTILIZING PUBLIC UTILITIES.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL NON–EXCLUSIVE EASEMENT OVER, UPON AND ACROSS THE AREAS DESIGNATED AS SIGHT VISIBILITY TRIANGLES FOR THE PURPOSE OF ENSURING THAT THESE AREAS REMAIN FREE OF SIGHT VISIBILITY OBSTRUCTIONS.

OWNER HEREBY GRANTS TO THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE ("USAF") AN AVIGATION EASEMENT OVER AND ACROSS THIS PLAT AND EVERY LOT AND PARCEL THEREOF, WHICH EASEMENT SHALL INCLUDE, BUT NOT BE LIMITED TO, THE RIGHT OF FLIGHT OF AIRCRAFT OVER THIS PLAT, TOGETHER WITH ITS ATTENDANT NOISE, VIBRATIONS, FUMES, DUST, FUEL AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUKE AIR FORCE BASE AND/OR AUXILIARY FIELD.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL EASEMENT ACROSS THE PLAT INCLUDING ROADS AND STREETS, OPEN SPACES, COMMUNITY FACILITIES, TRACTS, SIDEWALKS, DRAINAGE BASINS, AND ANY PROPERTY WITHIN THE PLAT OWNED BY THE HOMEOWNERS ASSOCIATION FOR THE PURPOSE OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS FOR TRASH COLLECTION VEHICLES AND EMERGENCY VEHICLES.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE AN ODOR EASEMENT OVER, UPON AND ACROSS THIS PLAT AND EVERY LOT AND PARCEL THEREOF, WHICH EASEMENT SHALL INCLUDE, BUT NOT BE LIMITED TO, THE RIGHT TO INVADE WITH ODORS, FUMES, SMELLS, AND PHYSICAL AIRBORNE PARTICULATES CAUSED BY THE OPERATION AND MAINTENANCE OF THE CITY'S WATER RECLAMATION FACILITIES.

ALL IMPROVEMENTS, FOR STREETS AND PUBLIC UTILITIES OWNED AND OPERATED BY THE CITY, INSTALLED OR CONSTRUCTED BY OWNER WITHIN THE PUBLIC RIGHTS–OF–WAY, THE EASEMENTS, OR ANY TRACTS OR PARCELS HEREBY DEDICATED TO THE CITY OF SURPRISE SHALL BE DEEMED TO HAVE BEEN DEDICATED BY OWNER TO THE CITY UPON THEIR COMPLETION; HOWEVER, SUCH TRANSFER SHALL NOT OCCUR UNTIL THE CITY COUNCIL FOR THE CITY OF SURPRISE MANIFESTS ITS ACCEPTANCE BY SEPARATE FORMAL COUNCIL ACTION.

THE EASEMENTS GRANTED WITHIN THIS DEDICATION ARE PERMANENT AND PERPETUAL AND SHALL RUN WITH THE LAND AND BE BINDING UPON OWNER AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS PLAT OR ANY PARCEL OR LOT THEREOF.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL NON–EXCLUSIVE EASEMENT OVER, UNDER, UPON, AND ACROSS ALL AREAS DESIGNATED ON THE PLAT AS WATER/SEWER LINES, MANHOLES, FIRE HYDRANTS AND WATER METERS] FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING, AND UTILIZING THE WATER/SEWER LINES, MANHOLES, FIRE HYDRANTS AND WATER METERS.

IN WITNESS WHEREOF:

ASANTE DEVELOPMENT PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HAS HEREUNTO CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED DULY AUTHORIZED OFFICER THIS ____ DAY OF _____, 2024.

ASANTE DEVELOPMENT PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: **LENNAR COMMUNITIES DEVELOPMENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY**
ITS: **MANAGER**

BY: _____

NAME: **JEFF GUNDERSON**

TITLE: **VICE PRESIDENT**

ACKNOWLEDGMENT

ON THIS, THE ____ DAY OF _____, 2024 BEFORE ME, PERSONALLY APPEARED **JEFF GUNDERSON**, WHO ACKNOWLEDGED HIMSELF TO BE THE **VICE PRESIDENT OF LENNAR COMMUNITIES DEVELOPMENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY**, THE MANAGER OF **ASANTE DEVELOPMENT PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY**, AND ACKNOWLEDGED THAT HE, AS SUCH **OFFICER**, BEING DULY AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES CONTAINED THEREIN.

IN WITNESS WHEREOF, I HEREBY SET MY HAND AND OFFICIAL SEAL:

NOTARY PUBLIC _____ MY COMMISSION EXPIRES _____

COMMUNITY ASSOCIATION RATIFICATION

BY THIS RATIFICATION, _____ AS THE _____ OF THE ASANTE PHASE 2 COMMUNITY ASSOCIATION, AN ARIZONA NONPROFIT CORPORATION, ACKNOWLEDGES THE RESPONSIBILITIES OF SAID ASSOCIATION AS SET FORTH HEREIN.

ASANTE PHASE 2 COMMUNITY ASSOCIATION, AN ARIZONA NONPROFIT CORPORATION

BY: _____

NAME: _____

TITLE: _____

ACKNOWLEDGMENT FOR RATIFICATION

ON THIS, THE ____ DAY OF _____, 2024 BEFORE ME, PERSONALLY APPEARED _____ WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE _____ OF ASANTE PHASE 2 COMMUNITY ASSOCIATION, AN ARIZONA NONPROFIT CORPORATION, AND ACKNOWLEDGED THAT HE/SHE, AS SUCH _____ BEING DULY AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES CONTAINED THEREIN.

IN WITNESS WHEREOF, I HEREBY SET MY HAND AND OFFICIAL SEAL:

NOTARY PUBLIC _____ MY COMMISSION EXPIRES _____

FINAL PLAT
OF
ASANTE
UNIT 3.7B, UNIT 3.7C AND UNIT 3.8A
SURPRISE, ARIZONA

A PORTION OF THE WEST HALF OF SECTION 1,
TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND
SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

LENDERS' CONSENT

THE UNDERSIGNED, WHICH IS THE BENEFICIARY AND ADMINISTRATIVE AGENT ON BEHALF OF ITSELF AND OTHER LENDERS AS DEFINED IN THE LOAN AGREEMENT OF EVEN DATE WITH THE DEED OF TRUST ("LENDERS"), UNDER THAT CERTAIN CONSTRUCTION DEED OF TRUST AND FIXTURE FILING (WITH ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT) RECORDED ON NOVEMBER 10, 2022, AT DOCUMENT NO. 20220831563 IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA ("DEED OF TRUST") AS A FIRST LIEN ON THE PROPERTY DESCRIBED IN THE DEED OF TRUST ("LENDERS' LIEN"), FOR AND ON BEHALF OF THE LENDERS AND THEIR SUCCESSORS AND ASSIGNS, HEREBY (A) CONSENTS TO THE RECDORDATION OF THIS FINAL PLAT ("FINAL PLAT"), AND EACH AND EVERY DEDICATION, EASEMENT, RIGHT–OF–WAY, COVENANT, CONDITION AND RESTRICTION MORE SPECIFICALLY SET FORTH IN THIS FINAL PLAT; (B) AGREES THAT, UPON THE RECDORDATION OF THIS FINAL PLAT, THE LENDERS' LIEN WITH RESPECT TO THE PROPERTY DESCRIBED IN THIS FINAL PLAT IS HEREBY DEEMED SUBJECT AND SUBORDINATE TO THIS FINAL PLAT; WITH LENDERS' LIEN CONTINUING IN EFFECT AGAINST SUCH PROPERTY AS SUCH LEGAL DESCRIPTION HAS BEEN MODIFIED BY RECDORDATION OF THIS FINAL PLAT; AND (C) AGREES THAT UPON THE RECDORDATION OF THIS FINAL PLAT ALL PROPERTY DEDICATED TO THE CITY OF SURPRISE HEREUNDER IS RELEASED FROM THE LENDERS' LIEN.

DATED: _____, 2024.

ZIONS BANCORPORATION, N.A. DBA CALIFORNIA BANK & TRUST

BY: _____

NAME: _____

ITS: _____

ACKNOWLEDGMENT FOR LENDERS' CONSENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF _____

ON _____ BEFORE ME, _____, PERSONALLY APPEARED _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY

EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.
WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE _____ (SEAL)

PUBLIC NOTICE:

THE LOTS DEPICTED ON THIS PLAT ARE LOCATED WITHIN THE VICINITY OF LUKE AIR FORCE BASE AND MAY BE SUBJECT TO OVERFLIGHTS BY JET AIRCRAFT. ALL STRUCTURES WITHIN THIS PLAT SHALL BE CONSTRUCTED IN COMPLIANCE WITH THE SOUND ATTENUATION STANDARDS ADOPTED BY THE CITY OF SURPRISE. A MAP DEPICTING THE MOST CURRENT ADOPTED MAG NOISE CONTOURS IN RELATION TO THIS PLAT SHALL BE DISPLAYED IN ALL SALES OFFICES. ADDITIONAL INFORMATION MAY BE OBTAINED BY CONTACTING THE CITY OF SURPRISE COMMUNITY DEVELOPMENT DEPARTMENT.

RELEASE OF LIABILITY

ASANTE DEVELOPMENT PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, "OWNER" DOES HEREBY (1) RELEASE AND DISCHARGE THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE (USAF) AND THE CITY OF SURPRISE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE USAF AND THE CITY OF SURPRISE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH AIRCRAFT OVERFLIGHTS FROM AIRCRAFT UTILIZING LUKE AIR FORCE BASE, WHETHER SUCH DAMAGE SHALL ORIGINATE FROM NOISE, VIBRATION, FUMES, DUST, FUEL AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUKE AIR FORCE BASE AND/OR ITS AUXILIARY FIELDS. THIS INSTRUMENT SHALL RUN WITH THE LAND AND BE BINDING UPON OWNER AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS PLAT OR ANY PARCEL OR LOT THEREOF. THIS INSTRUMENT DOES NOT RELEASE THE USAF FROM LIABILITY FOR DAMAGE OR INJURY TO PERSON OR PROPERTY CAUSED BY FALLING AIRCRAFT OR FALLING PHYSICAL OBJECTS FROM AIRCRAFT, EXCEPT AS STATED HEREIN WITH RESPECT TO NOISE, FUMES, DUST, FUEL, AND LUBRICANT PARTICLES.

ASANTE DEVELOPMENT PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ("OWNER"), DOES HEREBY (1) RELEASE AND DISCHARGE THE CITY OF SURPRISE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH THE AREAS LOCATED WITHIN THE NEWLY DEDICATED RIGHT–OF–WAY AS DEPICTED ON THIS PLAT UNTIL SUCH TIME THE RIGHT–OF–WAY IS IMPROVED TO CITY STANDARDS AND THOSE IMPROVEMENTS ARE APPROVED AND ACCEPTED BY THE CITY COUNCIL. THE MAINTENANCE OF THE AREA WITHIN ANY NEWLY DEDICATED RIGHT–OF–WAY AS SHOWN ON THIS PLAT SHALL BE THE RESPONSIBILITY OF THE ADJACENT OWNER/OR SUBSEQUENT ADJACENT OWNERS WITHIN THE BOUNDARY OF SAID PLAT UNTIL SUCH TIME THAT THE AREA WITHIN THE RIGHT–OF–WAY IS IMPROVED TO CITY STANDARD AND ACCEPTED BY THE CITY OF SURPRISE.

OWNER HEREBY FURTHER AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE FROM ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY LOCATED WITHIN THE RIGHT OF WAY THAT MAY ARISE IN CONNECTION WITH THE USE OF THE SIDEWALKS LOCATED WITHIN THE RIGHT–OF–WAY, UNTIL SUCH TIME THE CITY OF SURPRISE HAS ACCEPTED THE SIDEWALKS.

100 YEAR ASSURED WATER SUPPLY

THE AREA PLATTED HEREON LIES WITHIN THE DOMESTIC WATER SERVICE AREA OF CITY OF SURPRISE DESERT OASIS PUBLIC WATER SYSTEM 04–07–523 WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT A.R.S. § 45–576.

OWNER

ASANTE DEVELOPMENT PARTNERS, LLC
1665 W. ALAMEDA DRIVE, SUITE 130
TEMPE, ARIZONA 85282

SURVEYOR

HILGARTWILSON, LLC
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, ARIZONA 85016
PHONE: (602) 490–0535
CONTACT: BRIAN J. BENEDICT , RLS

SHEET INDEX

FP01 COVER SHEET
FP02 LEGAL DESCRIPTION, SHEET INDEX MAP,
NOTES, AREA TABLES & VISIBILITY DETAIL
FP03–FP07 FINAL PLAT SHEETS

BASIS OF BEARING

BASIS OF BEARING IS SOUTH 88°55'18" EAST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN UPON THE MASTER PLAT FOR ASANTE PLANNING AREA 3 RECORDED AT BOOK 1733 OF MAPS, PAGE 2, MARICOPA COUNTY RECORDS.

NOTES

- NO PERMANENT STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED ON, OVER OR PLACED WITHIN EASEMENTS. IT SHALL BE FURTHER UNDERSTOOD THAT THE CITY OF SURPRISE SHALL NOT BE REQUIRED TO REPLACE ANY OBSTRUCTIONS OR PLANTING THAT MUST BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION, OR RECONSTRUCTION OF CITY UTILITIES.
- ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND.
- ALL STRUCTURES AND LANDSCAPING WITHIN THE 30'x30' VISIBILITY TRIANGLE ALONG THE PROPERTY LINES AT LOT CORNERS SHALL BE MAINTAINED AT A MAXIMUM HEIGHT OF 30" ABOVE GROUND LEVEL. (SEE DETAIL SHEET 2)
- ALL EXTERIOR SUBDIVISION BOUNDARY CORNERS ARE AS SHOWN PER THIS PLAT IN CONFORMANCE WITH ARIZONA STATUTE. ALL INTERIOR CORNERS AND MONUMENTS ARE TO BE SET BY THE SURVEYOR RESPONSIBLE FOR THE CONSTRUCTION SURVEY AND STAKING OF THIS PROJECT AND MUST BE IN CONFORMANCE WITH SAID ARIZONA STATUTORY REQUIREMENTS.
- PROVISIONS SHALL BE MADE FOR DEVELOPMENT AND MAINTENANCE OF STREET LIGHTS THROUGH THE CREATION OF A STREET LIGHT IMPROVEMENT DISTRICT (S.L.I.D.).
- NO ON–SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
- IN ACCORDANCE WITH ARS § 9–461.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN.
- PURSUANT TO A.R.S. § 42–1102, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS # 14751 AND 14710, WHEN APPLICABLE.
- THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS, AND PARKS SHALL BE THE RESPONSIBILITY OF THE OWNER OR THE HOMEOWNERS' ASSOCIATION FORMED BY THE OWNER.
- THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHTS–OF–WAY, INCLUDING LANDSCAPED MEDIANS WITHIN COLLECTORS AND LOCAL STREETS, AND LANDSCAPED AREAS BETWEEN THE CURB AND THE DETACHED SIDEWALK, SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE HOMEOWNERS' ASSOCIATION FORMED BY THE ADJACENT PROPERTY.
- LANDSCAPING MAINTENANCE OF THE MEDIANS WITHIN THE PUBLIC RIGHT–OF–WAY WITHIN ANY ARTERIAL OR PARKWAY STREET CLASSIFICATION SHALL BE RESPONSIBILITY OF THE CITY OF SURPRISE AFTER ACCEPTANCE.
- THIS FINAL PLAT IS IN SUBSTANTIAL CONFORMANCE WITH THE PRELIMINARY PLAT APPROVED BY THE CITY OF SURPRISE UNDER CASE FS23–0141.
- DEVELOPMENT STANDARDS ARE PER THE CITY OF SURPRISE ZONING CASE FS22–0756 OR AS SUBSEQUENTLY AMENDED.

CITY OF SURPRISE ENGINEER APPROVAL:

DATA ON THIS PLAT REVIEWED AND APPROVED THIS ____ DAY OF _____, 2024, BY THE CITY ENGINEER OF SURPRISE, ARIZONA.

APPROVED _____
CITY ENGINEER

CITY OF SURPRISE COUNCIL APPROVAL:

APPROVED BY THE CITY COUNCIL OF THE CITY OF SURPRISE, ARIZONA.

THIS ____ DAY OF _____, 2024.

ATTEST:

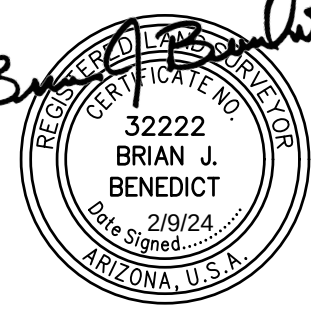
MAYOR

CITY CLERK

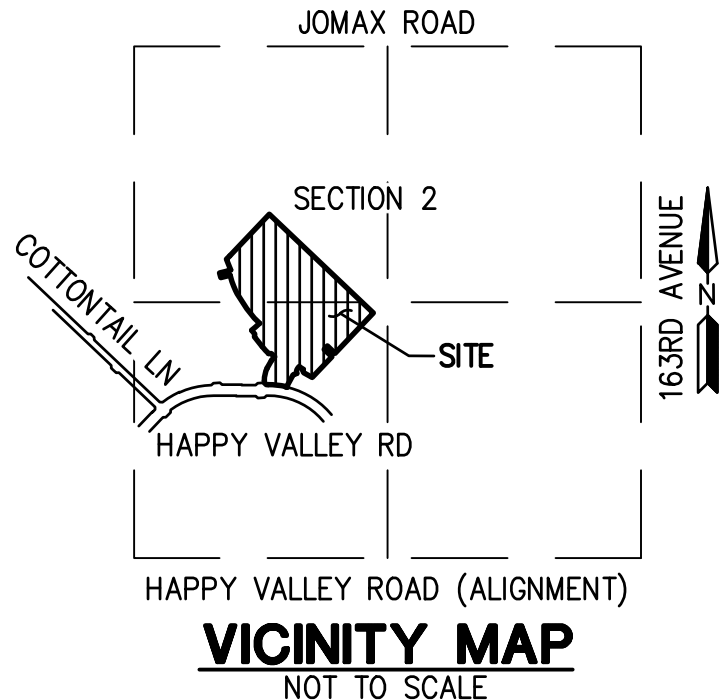
CERTIFICATION

THIS IS TO CERTIFY THAT THE SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF DECEMBER, 2023; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT THE EXTERIOR BOUNDARY MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT THEIR POSITIONS ARE CORRECTLY SHOWN; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THIS SURVEY TO BE RETRACED.

BRIAN J. BENEDICT
RLS 32222
HILGARTWILSON, LLC
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PHOENIX, ARIZONA 85016
P: 602.490.0535
bbenedict@hilgartwilson.com



NOTE:
A.R.S. 32–151 STATES THAT THE USE OF THE WORD "CERTIFY" OR "CERTIFICATION" BY A PERSON OR FIRM THAT IS REGISTERED OR CERTIFIED BY THE BOARD IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING FACTS OR FINDINGS THAT ARE SUBJECT OF THE CERTIFICATION AND DOES NOT CONSTITUTE AN EXPRESS OR IMPLIED WARRANTY OR GUARANTEE.



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HILGARTWILSON
HAS JOINED COLLIER'S ENGINEERING & DESIGN
2141 E. HIGHLAND AVE., STE. 250 | P: 602.490.0535 / F: 602.368.2436
PHOENIX, AZ 85016
www.hilgartwilson.com

ASANTE - UNIT 3.7B, UNIT 3.7C AND UNIT 3.8A

ASANTE BOULEVARD & PAT TILLMAN BOULEVARD

SURPRISE, ARIZONA

FINAL PLAT

STATUS:

PROJ. NO.: 1909

DATE: FEB 2024

SCALE: NONE

DRAWN: NOG/GS

APPROVED: BJB

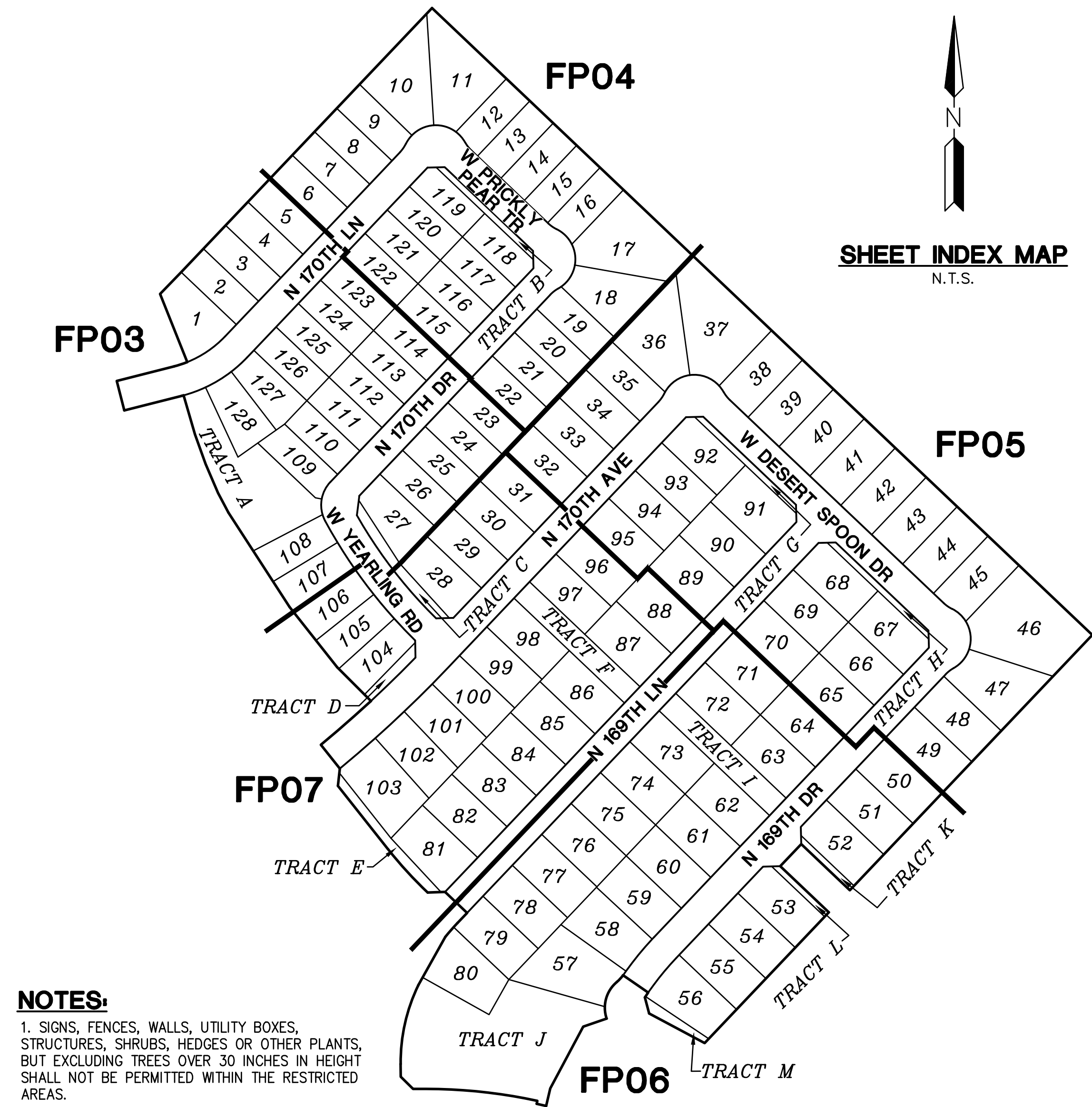
MUNICIPAL TRACKING NO:

FS203–1073

DWG. NO.

FP01

SHT. 1 OF 7



NOTES:

1. SIGNS, FENCES, WALLS, UTILITY BOXES, STRUCTURES, SHRUBS, HEDGES OR OTHER PLANTS, BUT EXCLUDING TREES OVER 30 INCHES IN HEIGHT SHALL NOT BE PERMITTED WITHIN THE RESTRICTED AREAS.

2. PLANTING WITHIN THE R/W IN VIEW EASEMENTS SHALL BE PER THE APPROVED TYPES AND DIMENSIONS AND SHALL NOT ENCROACH WITHIN THE SIGHT TRIANGLE PER AASHTO GUIDELINES.

3. TREES ARE PERMITTED WITHIN THE RESTRICTED AREAS PROVIDED:

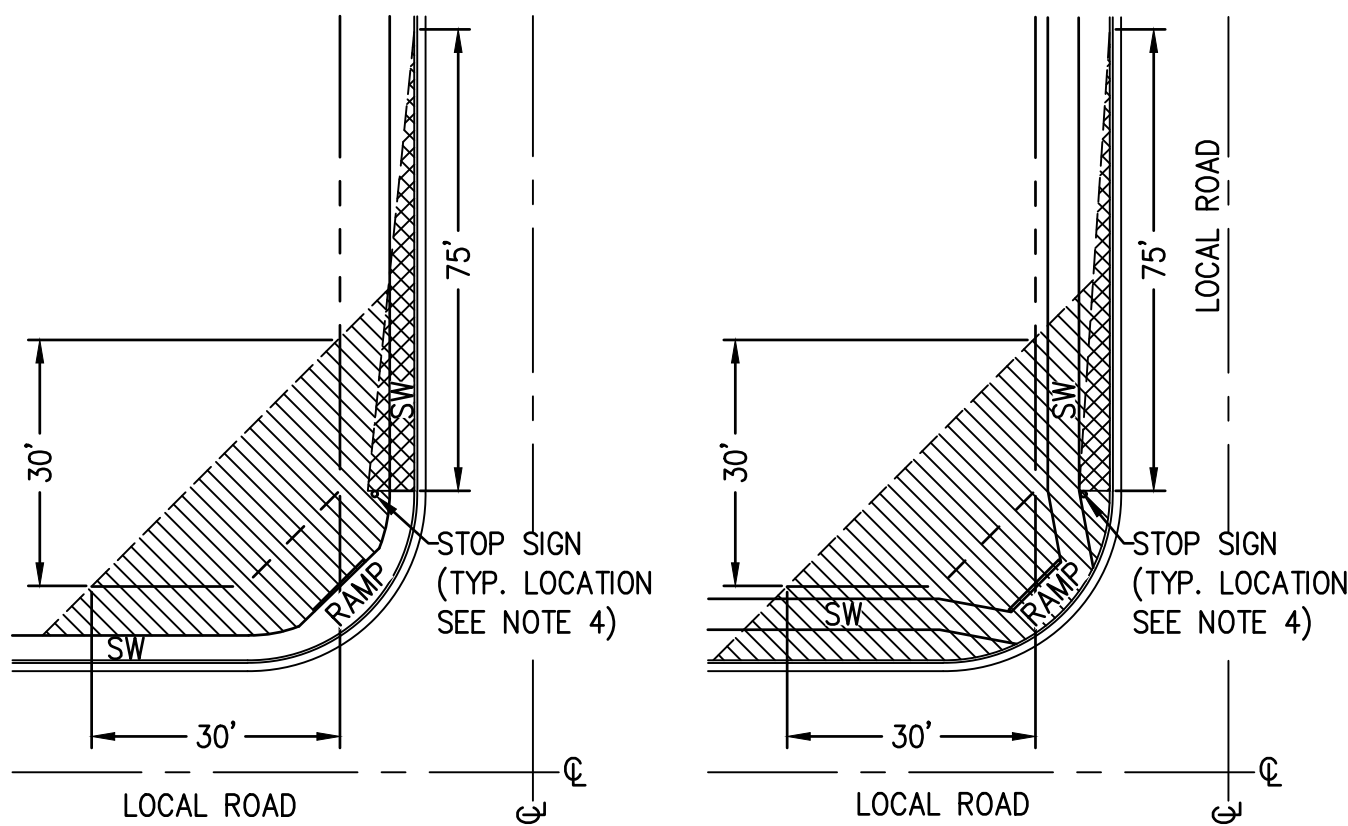
A. NO LIMBS, LEAVES, NEEDLES OR OTHER FOLIAGE ABOVE 30 INCHES OR BELOW 84 INCHES ARE PERMITTED.

B. TREES SHALL NOT OBSTRUCT MORE THAN 20% OF THE VISIBILITY WHEN COMBINED WITH OTHER OBSTRUCTIONS PRESENT.

4. STOP SIGN SHALL BE INSTALLED AT 2' MINIMUM BEHIND BACK OF CURB.

UNOBSTRUCTED VIEW EASEMENT AREA (SEE NOTE #3)

NO VEGETATION OVER 30 INCHES IN HEIGHT



LOCAL STREET
SIGHT VISIBILITY TRIANGLES

TRACT TABLE		
TRACT	AREA (ACRES)	USE
TRACT A	0.5508	COMMON AREA
TRACT B	0.0482	COMMON AREA
TRACT C	0.0883	COMMON AREA
TRACT D	0.0427	COMMON AREA
TRACT E	0.0892	COMMON AREA
TRACT F	0.2124	COMMON AREA
TRACT G	0.0505	COMMON AREA
TRACT H	0.0505	COMMON AREA
TRACT I	0.2267	COMMON AREA
TRACT J	1.0601	COMMON AREA & DRAINAGE
TRACT K	0.0264	COMMON AREA
TRACT L	0.0264	COMMON AREA
TRACT M	0.0401	COMMON AREA

- COMMON AREAS MAY INCLUDE OPEN SPACE, LANDSCAPING, PEDESTRIAN PATHS AND/OR AMENITIES. SPECIFIC EASEMENTS THAT ARE BEING DEDICATED AS PART OF THIS PLAT ARE FULLY DELINEATED ON THE FOLLOWING SHEETS.
- THE USES SHOWN IN THE TRACT TABLE ABOVE DO NOT INTEND TO GRANT EASEMENTS THAT ARE BLANKET IN NATURE OVER THE ENTIRE TRACT.

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 1	9422	0.2163
LOT : 2	6625	0.1521
LOT : 3	6625	0.1521
LOT : 4	6625	0.1521
LOT : 5	6625	0.1521
LOT : 6	6625	0.1521
LOT : 7	6625	0.1521
LOT : 8	6625	0.1521
LOT : 9	6609	0.1517
LOT : 10	12908	0.2963
LOT : 11	14379	0.3301
LOT : 12	6511	0.1495
LOT : 13	6625	0.1521
LOT : 14	6625	0.1521
LOT : 15	6625	0.1521
LOT : 16	6466	0.1484
LOT : 17	16722	0.3839
LOT : 18	10590	0.2431
LOT : 19	6731	0.1545
LOT : 20	6625	0.1521

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 61	8750	0.2009
LOT : 62	8750	0.2009
LOT : 63	8750	0.2009
LOT : 64	8750	0.2009
LOT : 65	8750	0.2009
LOT : 66	8750	0.2009
LOT : 67	8763	0.2012
LOT : 68	8763	0.2012
LOT : 69	8750	0.2009
LOT : 70	8750	0.2009
LOT : 71	8750	0.2009
LOT : 72	8750	0.2009
LOT : 73	8750	0.2009
LOT : 74	8750	0.2009
LOT : 75	8750	0.2009
LOT : 76	8750	0.2009
LOT : 77	8750	0.2009
LOT : 78	8750	0.2009
LOT : 79	8750	0.2009
LOT : 80	10224	0.2347

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 121	6360	0.1460
LOT : 122	6360	0.1460
LOT : 123	6360	0.1460
LOT : 124	6360	0.1460
LOT : 125	6360	0.1460
LOT : 126	6360	0.1460
LOT : 127	7298	0.1675
LOT : 128	7699	0.1767

FLOOD ZONE DESIGNATION

THE FOLLOWING FLOOD PLAIN DESIGNATION AND ASSOCIATED COMMENTS ARE COPIED DIRECTLY FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) WEBSITE. HILGARTWILSON, LLC AND THE UNDERSIGNED REGISTERED PROFESSIONAL LAND SURVEYOR MAKE NO STATEMENT AS TO THE ACCURACY OR COMPLETENESS OF THE FOLLOWING FLOOD ZONE DESIGNATION STATEMENT.

THE SUBJECT PROPERTY LIES WITHIN SHADED ZONE "X" WITH A DEFINITION OF: 0.2-PERCENT-ANNUAL-CHANCE FLOODPLAIN, AREAS OF 1-PERCENT-ANNUAL-CHANCE (BASE FLOOD) SHEET FLOW FLOODING WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT, AREAS OF BASE FLOOD STREAM FLOODING WITH A CONTRIBUTING DRAINAGE AREA OF LESS THAN 1 SQUARE MILE, OR AREAS PROTECTED FROM THE BASE FLOOD BY LEVEES. NO BFES OR DEPTHS ARE SHOWN IN THIS ZONE, AND INSURANCE PURCHASE IS NOT REQUIRED. DESIGNATION DETERMINED BY FEMA FLOOD ZONE MAP 04013C1210L, PANEL NUMBER 1210 OF 4425, EFFECTIVE DATE OCTOBER 16, 2013.

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 21	6625	0.1521
LOT : 22	6625	0.1521
LOT : 23	6625	0.1521
LOT : 24	6750	0.1550
LOT : 25	6750	0.1550
LOT : 26	6750	0.1550
LOT : 27	8611	0.1977
LOT : 28	8455	0.1941
LOT : 29	7875	0.1808
LOT : 30	7875	0.1808
LOT : 31	7875	0.1808
LOT : 32	7875	0.1808
LOT : 33	7875	0.1808
LOT : 34	7875	0.1808
LOT : 35	7854	0.1803
LOT : 36	12909	0.2963
LOT : 37	18371	0.4217
LOT : 38	9038	0.2075
LOT : 39	9100	0.2089
LOT : 40	9100	0.2089

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 81	9850	0.2261
LOT : 82	8750	0.2009
LOT : 83	8750	0.2009
LOT : 84	8750	0.2009
LOT : 85	8750	0.2009
LOT : 86	8750	0.2009
LOT : 87	9375	0.2152
LOT : 88	9375	0.2152
LOT : 89	9375	0.2152
LOT : 90	9375	0.2152
LOT : 91	10325	0.2370
LOT : 92	8450	0.1940
LOT : 93	7875	0.1808
LOT : 94	7875	0.1808
LOT : 95	7875	0.1808
LOT : 96	7875	0.1808
LOT : 97	7875	0.1808
LOT : 98	8125	0.1865
LOT : 99	8125	0.1865
LOT : 100	8243	0.1892

AREAS

ROW AREA = 247,701 SQ. FT. 5.6864 ACRES
TRACTS A-L AREA = 109,438 SQ. FT. 2.5124 ACRES
LOT AREA = 1,078,718 SQ. FT. 24.7640 ACRES

GROSS AREA = 1,435,857 SQ. FT. 32.9627 ACRES
NET AREA = 1,188,156 SQ. FT. 27.2763 ACRES

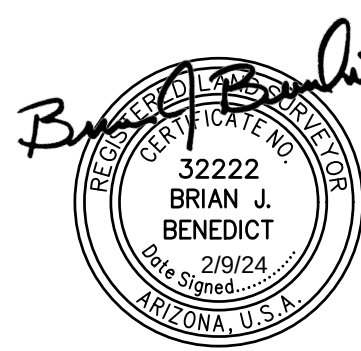
DENSITY (GROSS) = 3.9 D.U. / ACRES
DENSITY (NET) = 4.7 D.U. / ACRES

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 41	9100	0.2089
LOT : 42	9100	0.2089
LOT : 43	9100	0.2089
LOT : 44	9100	0.2089
LOT : 45	8957	0.2056
LOT : 46	21184	0.4863
LOT : 47	11837	0.2717
LOT : 48	9100	0.2089
LOT : 49	9100	0.2089
LOT : 50	9100	0.2089
LOT : 51	9100	0.2089
LOT : 52	9181	0.2108
LOT : 53	9050	0.2078
LOT : 54	9100	0.2089
LOT : 55	9100	0.2089
LOT : 56	9892	0.2271
LOT : 57	13191	0.3028
LOT : 58	9700	0.2227
LOT : 59	8806	0.2022
LOT : 60	8750	0.2009

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 101	8409	0.1930
LOT : 102	8649	0.1985
LOT : 103	11724	0.2691
LOT : 104	6813	0.1564
LOT : 105	6813	0.1564
LOT : 106	6805	0.1562
LOT : 107	6906	0.1585
LOT : 108	7019	0.1611
LOT : 109	6749	0.1549
LOT : 110	6360	0.1460
LOT : 111	6360	0.1460
LOT : 112	6360	0.1460
LOT : 113	6360	0.1460
LOT : 114	6360	0.1460
LOT : 115	6360	0.1460
LOT : 116	6360	0.1460
LOT : 117	6360	0.1460
LOT : 118	6310	0.1449
LOT : 119	6310	0.1449
LOT : 120	6360	0.1460

LEGAL DESCRIPTION

A PORTION OF THE WEST HALF OF SECTION 1, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A FOUND 2' ALUMINUM CAP ACCEPTED AS THE SOUTHWEST CORNER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, FROM WHICH A FOUND GLO BRASS CAP ACCEPTED AS THE SOUTH QUARTER CORNER THEREOF BEARS SOUTH 89°40'45" EAST, 2639.49 FEET;
THENCE SOUTH 89°40'45" EAST, 907.94 FEET ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 36 TO THE NORTHWEST CORNER OF SAID SECTION 1;
THENCE LEAVING SAID SOUTH LINE, SOUTH 00°46'45" WEST, 1909.28 FEET ALONG THE WEST LINE OF SAID SECTION 1;
THENCE LEAVING SAID WEST LINE, SOUTH 89°13'15" EAST, 886.82 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 75°45'41" EAST, 96.89 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 175.00 FEET;
THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 07°30'03", AN ARC LENGTH OF 22.91 FEET TO A NON-TANGENT LINE;
THENCE NORTH 21°44'22" WEST, 120.53 FEET;
THENCE NORTH 44°08'00" EAST, 49.78 FEET;
THENCE NORTH 43°31'09" EAST, 598.09 FEET TO THE SOUTHWESTERLY BOUNDARY LINE OF THE FINAL PLAT FOR DESERT OASIS OF SURPRISE PARCEL B6 RECORDED IN BOOK 665 OF MAPS, PAGE 36, MARICOPA COUNTY RECORDS;
THENCE SOUTH 46°28'51" EAST, 1495.00 FEET ALONG SAID SOUTHWESTERLY BOUNDARY LINE;
THENCE LEAVING SAID SOUTHWESTERLY BOUNDARY LINE, SOUTH 43°31'09" WEST, 578.16 FEET;
THENCE NORTH 46°28'51" WEST, 110.00 FEET;
THENCE SOUTH 43°31'09" WEST, 50.00 FEET;
THENCE SOUTH 46°28'51" EAST, 110.00 FEET;
THENCE SOUTH 43°31'09" WEST, 296.15 FEET;
THENCE NORTH 61°55'53" WEST, 103.32 FEET;
THENCE NORTH 14°49'19" WEST, 27.22 FEET TO A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 475.00 FEET, THE CENTER OF WHICH BEARS SOUTH 56°30'07" EAST;
THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°10'02", AN ARC LENGTH OF 9.68 FEET TO A NON-TANGENT LINE;
THENCE NORTH 55°20'05" WEST, 50.00 FEET TO A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 55.00 FEET, THE CENTER OF WHICH BEARS NORTH 55°20'05" WEST;
THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 15°38'27", AN ARC LENGTH OF 15.01 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 55.00 FEET;
THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 69°14'03", AN ARC LENGTH OF 66.46 FEET TO A NON-TANGENT LINE;
THENCE SOUTH 71°04'20" WEST, 40.72 FEET;
THENCE SOUTH 28°04'07" WEST, 115.00 FEET;
THENCE SOUTH 13°18'29" WEST, 29.58 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF HAPPY VALLEY ROAD AS SHOWN IN THE MASTER PLAT FOR ASANTE PLANNING AREA 3 RECORDED IN BOOK 1733 OF MAPS, PAGE 2, MARICOPA COUNTY RECORDS, ARIZONA, BEING A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 855.00 FEET, THE CENTER OF WHICH BEARS SOUTH 13°18'29" WEST;
THENCE THE FOLLOWING FIVE (5) COURSES ALONG SAID NORTHERLY RIGHT OF WAY LINE:
THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°03'44", AN ARC LENGTH OF 15.85 FEET TO A NON-TANGENT LINE;
THENCE NORTH 12°14'44" EAST, 5.00 FEET TO A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 860.00 FEET, THE CENTER OF WHICH BEARS SOUTH 12°14'44" WEST;
THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°14'44", AN ARC LENGTH OF 183.80 FEET TO A TANGENT LINE;
THENCE NORTH 90°00'00" WEST, 21.66 FEET;
THENCE NORTH 45°17'25" WEST, 28.43 FEET;
THENCE LEAVING SAID NORTHERLY RIGHT OF WAY LINE, NORTH 00°34'51" WEST, 20.89 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 290.00 FEET;
THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 26°28'14", AN ARC LENGTH OF 133.98 FEET TO A NON-TANGENT LINE;
THENCE NORTH 29°13'10" EAST, 90.64 FEET TO A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 375.00 FEET, THE CENTER OF WHICH BEARS SOUTH 51°07'38" EAST;
THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 04°38'48", AN ARC LENGTH OF 30.41 FEET TO A TANGENT LINE;
THENCE NORTH 43°31'09" EAST, 22.96 FEET;
THENCE NORTH 46°28'51" WEST, 50.00 FEET;
THENCE SOUTH 88°03'41" WEST, 28.51 FEET TO A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 675.00 FEET, THE CENTER OF WHICH BEARS NORTH 43°27'16" EAST;
THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 08°11'22", AN ARC LENGTH OF 96.48 FEET TO A TANGENT LINE;
THENCE NORTH 38°21'22" WEST, 132.58 FEET;
THENCE NORTH 06°10'37" EAST, 28.51 FEET;
THENCE NORTH 38°21'22" WEST, 50.01 FEET TO A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1975.00 FEET, THE CENTER OF WHICH BEARS NORTH 39°36'12" WEST;
THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°10'02", AN ARC LENGTH OF 109.17 FEET TO A NON-TANGENT LINE;
THENCE NORTH 44°57'47" WEST, 78.43 FEET;
THENCE NORTH 38°21'22" WEST, 126.00 FEET;
THENCE NORTH 32°55'26" WEST, 184.66 FEET;
THENCE NORTH 27°44'10" WEST, 36.63 FEET;
THENCE NORTH 23°13'32" WEST, 51.72 FEET;
THENCE NORTH 19°45'18" WEST, 51.72 FEET;
THENCE NORTH 16°18'10" WEST, 66.65 FEET TO A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 225.00 FEET, THE CENTER OF WHICH BEARS NORTH 15°08'50" WEST;
THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°54'32", AN ARC LENGTH OF 3.57 FEET TO A TANGENT LINE;
THENCE SOUTH 75°45'41" WEST, 96.84 FEET;
THENCE NORTH 14°18'01" WEST, 50.00 FEET TO THE POINT OF BEGINNING.



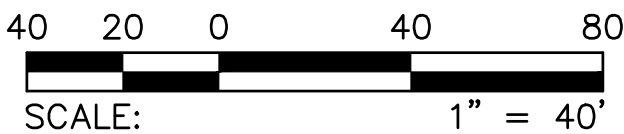
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PROJ. NO.: 1909		STATUS:	
DATE: FEB 2024		MUNICIPAL TRACKING NO:	
SCALE: NONE		DRAWN: NOG/GS	
DWG. NO.		APPROVED: BJB	
FS203-1073		ASANTE - UNIT 3.7B, UNIT 3.7C AND UNIT 3.8A	
FP02		ASANTE BOULEVARD & PAT TILLMAN BOULEVARD	
SHT. 2 OF 7		SURPRISE, ARIZONA	
		FINAL PLAT	
		HILGARTWILSON	
		HAS JOINED COLLIER ENGINEERING & DESIGN	
		2141 E. HIGHLAND AVE., STE. 250 P. 602.450.0535 / F. 602.368.2436	
		PHOENIX, AZ 85016	
		www.hilgartwilson.com	

S89°40'45"E
907.94'
SOUTHWEST CORNER
SECTION 36, TOWNSHIP 5
NORTH, RANGE 2 WEST
FOUND 2" ALUMINUM CAP
POC

2639.49'
NORTHWEST CORNER
SECTION 1, TOWNSHIP 4
NORTH, RANGE 2 WEST
CALCULATION POSITION

SOUTH QUARTER CORNER
SECTION 36, TOWNSHIP 5
NORTH, RANGE 2 WEST
FOUND BRASS CAP GLO



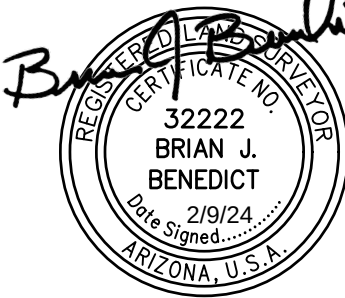
LEGEND

- FOUND MONUMENT AS NOTED
⊠ FOUND BRASS CAP IN HAND HOLE
⊙ FOUND BRASS CAP FLUSH
● SET BRASS CAP, FLUSH PER
MAG STD DTL 120 TYPE "B"
● SET 1/2" REBAR W/ CAP,
RLS 32222 OR AS NOTED
— BOUNDARY LINE
- - - SECTION LINE
- - - CENTER LINE
- - - RIGHT OF WAY
- - - PARCEL LINE
- - - EASEMENT LINE
- - - RIGHT-OF-WAY
R/W RIGHT-OF-WAY
P.U.E. PUBLIC UTILITY EASEMENT
VNAE VEHICLE NON-ACCESS EASEMENT
MCR MARICOPA COUNTY RECORDS
RLS REGISTERED LAND SURVEYOR
APN ASSESSOR PARCEL NUMBER
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT
① 30'X30' SIGHT VISIBILITY
② TRIANGLE EASEMENTS
③ (SEE NOTE 3, PAGE 1)
④ BOOK 1733, PAGE 2, MCR

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C1	175.00'	7°30'03"	22.91'
C11	225.00'	0°54'32"	3.57'
C20	55.00'	71°57'25"	69.07'

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L16	N27°44'10"W	36.63'
L17	N23°13'32"W	51.72'
L18	N19°45'18"W	51.72'
L19	N16°18'10"W	66.65'
L22	N07°18'22"E	32.27'

WEST QUARTER CORNER SECTION 1,
TOWNSHIP 4 NORTH, RANGE 2 WEST,
FOUND 2" ALUMINUM CAP STAMPED
"MARICOPA COUNTY T4N R2W S2 S1
1/4 RLS 35852" DATED 2004

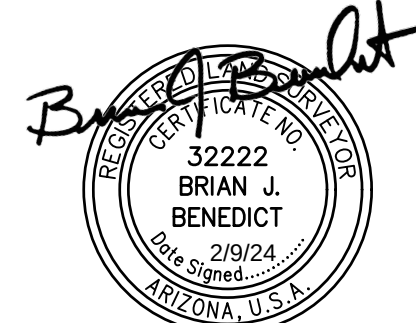
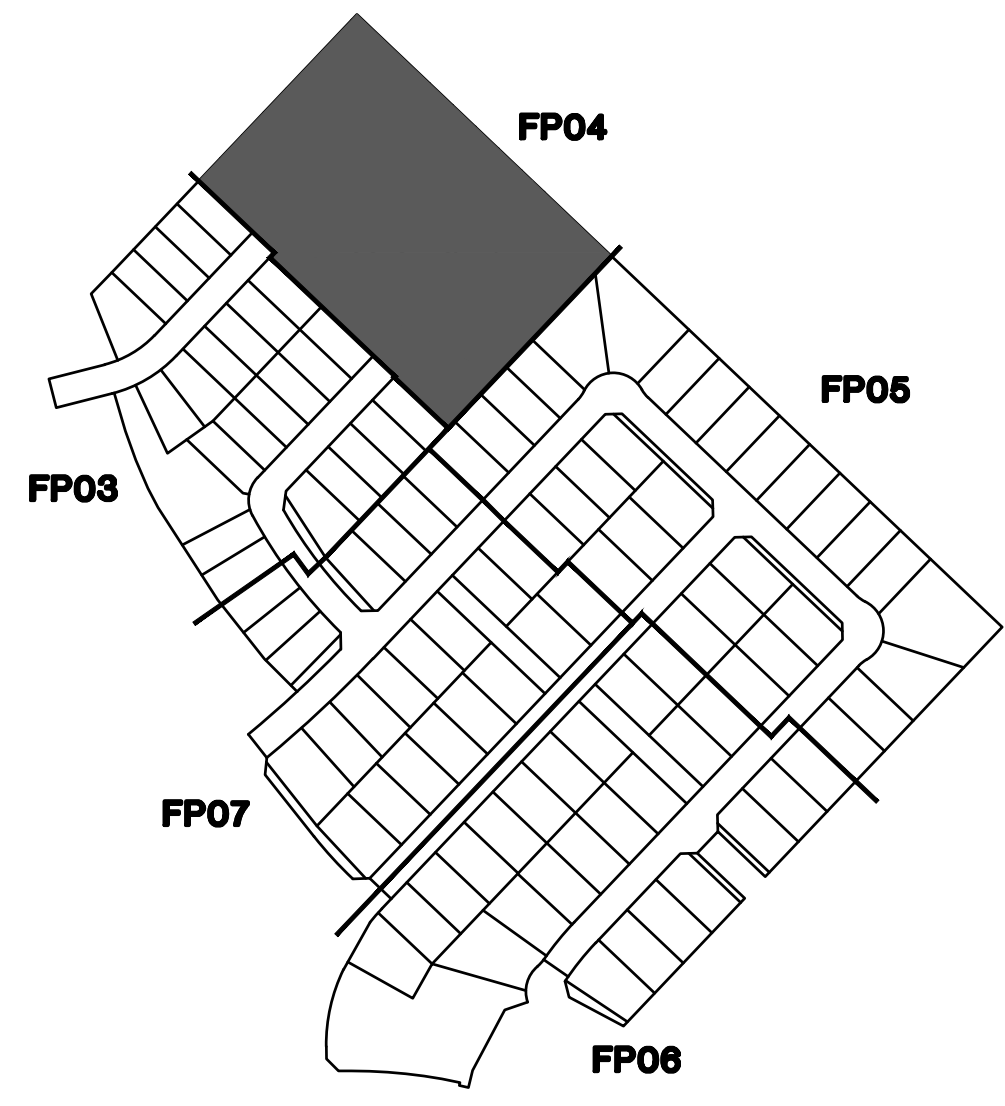
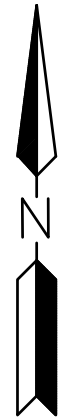


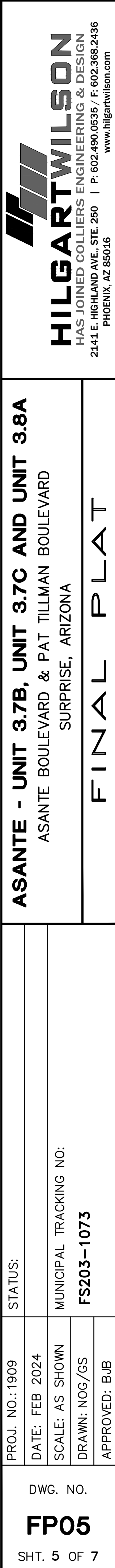
LEGEND

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- - - EASEMENT LINE
- - - RIGHT-OF-WAY
- - - PUBLIC UTILITY EASEMENT
- - - VNAE
- - - MCR
- - - RLS
- - - APN
- - - P.O.B.
- - - P.O.C.
- ① 30'X30' SIGHT VISIBILITY TRIANGLE EASEMENTS (SEE NOTE 3, PAGE 1)
- ② BOOK 1733, PAGE 2, MCR

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C14	55.00'	17°20'29"	16.65'
C15	55.00'	124°40'58"	119.69'
C16	55.00'	17°20'29"	16.65'
C17	55.00'	17°30'55"	16.81'
C18	55.00'	124°51'24"	119.85'
C19	55.00'	17°20'29"	16.65'

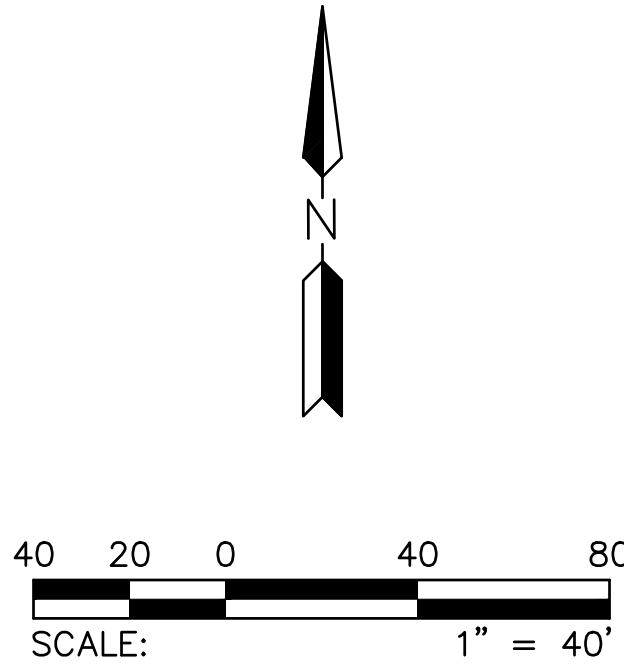
LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L20	N88°31'09"E	28.28'
L21	S01°28'51"E	28.28'





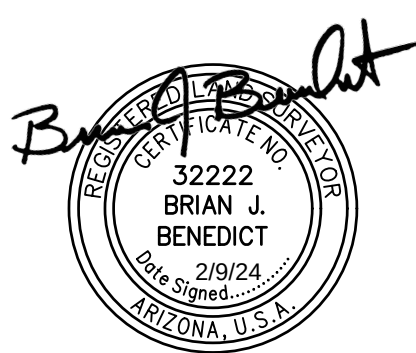
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R/W PUBLIC UTILITY EASEMENT
VNAE VEHICLE NON-ACCESS EASEMENT
MCR MARICOPA COUNTY RECORDS
RLS REGISTERED LAND SURVEYOR
APN ASSESSOR PARCEL NUMBER
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT
① 30'X30' SIGHT VISIBILITY
TRIANGLE EASEMENTS
(SEE NOTE 3, PAGE 1)
◇ BOOK 1733, PAGE 2, MCR



LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	N46°28'51"W	110.00'
L2	S43°31'09"W	50.00'
L3	S46°28'51"E	110.00'
L4	N14°49'19"W	27.22'
L5	N55°20'05"W	50.00'
L6	S71°04'20"W	40.72'
L7	S13°18'29"W	29.56'
L8	N12°14'44"E	5.00'
L9	N90°00'00"W	21.66'
L10	N45°17'25"W	28.43'
L11	N00°34'51"W	20.89'
L12	N43°31'09"E	22.96'
L13	N46°28'51"W	50.00'
L29	N01°28'51"W	28.28'
L30	S88°31'09"W	28.28'
L31	S46°28'51"E	45.00'

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C2	475.00'	1°10'02"	9.68'
C3	55.00'	15°38'27"	15.01'
C4	55.00'	69°14'03"	66.46'
C5	855.00'	1°03'44"	15.85'
C6	860.00'	12°14'44"	183.80'
C7	290.00'	26°28'14"	133.98'
C8	375.00'	4°38'48"	30.41'
C13	500.00'	8°51'14"	77.27'

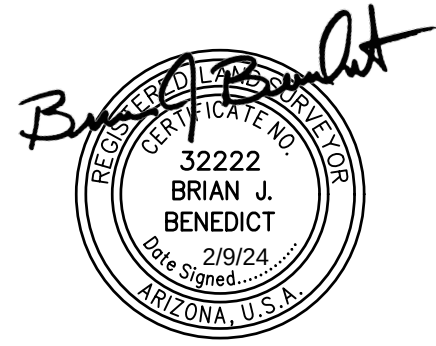
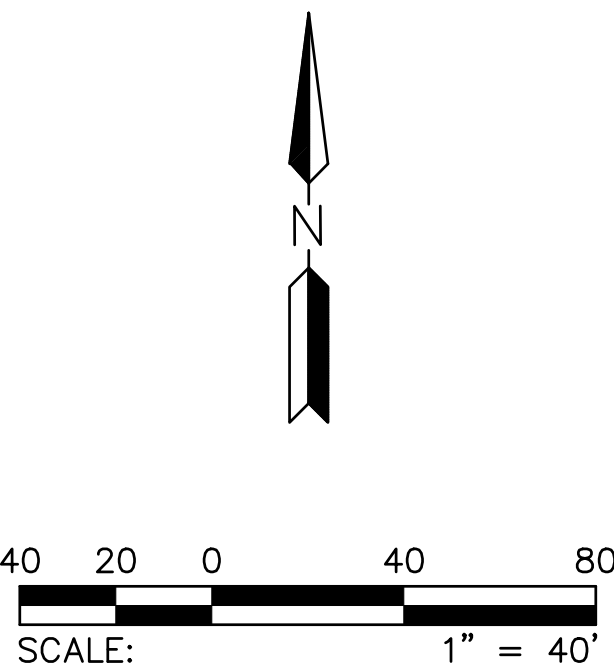
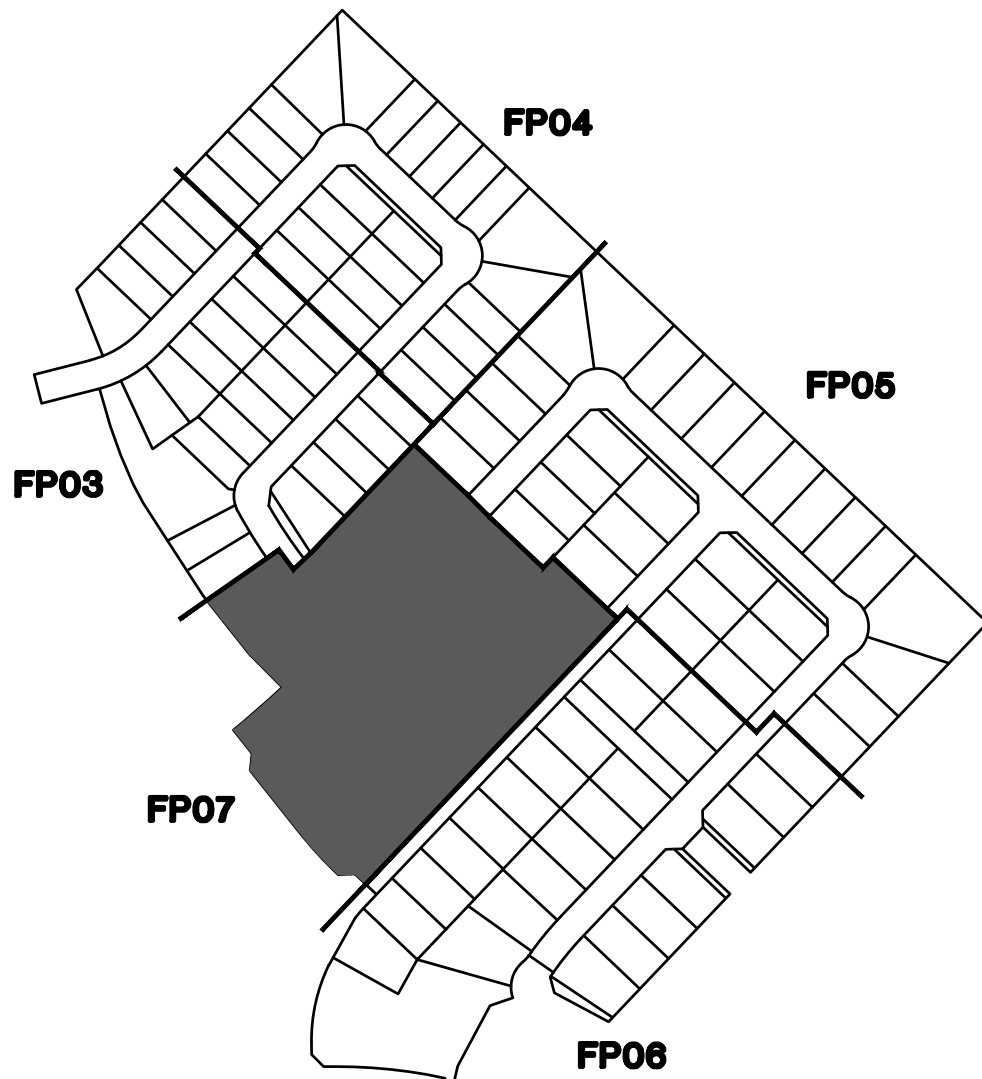


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P.O.C. POINT OF COMMENCEMENT
① 30'X30' SIGHT VISIBILITY
TRIANGLE EASEMENTS
(SEE NOTE 3, PAGE 1)
◇ BOOK 1733, PAGE 2, MCR

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C9	675.00'	8°11'22"	96.48'
C10	1975.00'	3°10'02"	109.17'
C12	800.00'	21°52'02"	305.32'

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L13	N46°28'51"W	50.00'
L14	S88°03'41"W	28.51'
L15	N06°10'37"E	28.51'
L23	N01°07'49"W	28.23'
L24	N88°38'06"E	28.21'



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PHOENIX, AZ 85016
www.hilgartwilson.com

ASANTE - UNIT 3.7B, UNIT 3.7C AND UNIT 3.8A
ASANTE BOULEVARD & PAT TILLMAN BOULEVARD
SURPRISE, ARIZONA
FINAL PLAT

PROJ. NO.: 1909	STATUS:
DATE: FEB 2024	
SCALE: AS SHOWN	MUNICIPAL TRACKING NO:
DRAWN: NOG/GS	FS203-1073
APPROVED: BJB	

DWG. NO.
FP07
SHT. 7 OF 7

From: [RAHN, JENNIFER L CIV USAF AETC 56 FW/CVE](#)
To: [Alyssa Carpenter](#)
Cc: [56 FW/CIT Community Initiative](#)
Subject: RE: FS23-1073 - Asante PA4 Unit 3.7B, 3.7C, AND 3.8 - New Digital Submittal 121823
Date: Thursday, December 21, 2023 4:08:49 PM
Attachments: [image001.png](#)

The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.

Good afternoon Ms. Carpenter,

Thank you for the opportunity to comment on the design review application for Asante Planning Area 4, Units 3.7B, 3.7C, and 3.8. The site sits on approximately 38 acres and is located at Cottontail Lane and Happy Valley Road in Surprise, AZ. The request is to approve the final plat of 145 single-family lots. The parcel is located approximately 2.8 miles outside the Luke AFB Aux-1 2004 65 Ldn, "high noise or accident potential zone", as identified by A.R.S. § 28-8461 and is inside the "territory in the vicinity of a military airport" also defined by A.R.S. § 28-8461.

In an effort to promote a more compatible co-existence, Luke AFB follows the guidelines in the Graduated Density Concept (GDC). The GDC proposes, in the absence of a more restrictive state, county or municipal general or comprehensive plan, graduating densities away from the 65 Ldn as follows: a maximum of 2 du/ac from the 65 Ldn to 1/2 mile, a maximum of 4 du/ac from 1/2 to 1 mile, and a maximum of 6 du/ac from 1 to 3 miles. This request for 145 units with a proposed density of 3.82 du/ac meets the GDC.

Since the parcel is located within the "territory in the vicinity of a military airport," it will be subjected to approximately 170 over flights a day. A strong notification program on the part of the applicant is essential to inform potential occupants about Luke AFB operations.

Respectfully,

Jenn Rahn

Senior Planner, Community Initiatives Team
56th Fighter Wing
Luke AFB AZ 85309
Office: 623-856-9981
DSN: 896-9981

From: Alyssa Carpenter <Alyssa.Carpenter@surpriseaz.gov>
Sent: Monday, December 18, 2023 10:22 AM
To: 56 FW/CIT Community Initiative <56FW.CIT.CommunityInitiative@us.af.mil>; Alex Garza (Maricopa Assoc of Governments) <AGarza@azmag.gov>; Aspasia Angelou (Nadaburg School District) <aangelou@nadaburgsd.org>; Barbara J Remondini, Ph.D. (Wickenburg School District)

<bremondini@wusd9.org>; Bryce Christo (bchristo@cityofelmirage.org)
<bchristo@cityofelmirage.org>; Chris Cain (Maricopa Water District) <chrisc@mwdaz.com>; Darren
V Gerard (Maricopa County Planning) <Darren.Gerard@maricopa.gov>; Debbie Trasancos (Maricopa
Water District) <debbiet@mwdaz.com>; Douglas Kirkland (Epcor) <dkirkland@epcor.com>; Ernest
(USPS) <Ernest.L.James@usps.gov>; Eva Pierce <eva.pierce@dysart.org>; Gregory McDowell
(MCDOT) <Gregory.McDowell@maricopa.gov>; Ibeth - USPS <lbeth.L.Roman@usps.gov>; RAHN,
JENNIFER L CIV USAF AETC 56 FW/CVE <jennifer.rahm@us.af.mil>; Jerome Choy (ADOT)
<jchoy@azdot.gov>; John Willett (City of Buckeye) <jwillett@buckeyeaz.gov>; Jorge Gastelum (City
of El Mirage) <jgastelum@cityofelmirage.org>; Judy Lopez - Beardsley Water Company
<managefnm365@aol.com>; Kevin Shipman <kevin.shipman@dysart.org>; Leslie - MWD
<lesliej@mwdaz.com>; Mark Frago <fragom@mail.maricopa.gov>; Mary Orta - Surprise Chamber
<mary.orta@surpriseregionalchamber.com>; MCDOT (MCDOTPlanning@maricopa.gov)
<MCDOTPlanning@maricopa.gov>; Raoul Sada - Surprise Chamber
<raoul@surpriseregionalchamber.com>; Rovell Foggy (Liberty Utilities)
<Rovell.Foggy@libertyutilities.com>; Shelby Rios (MWD) <shelbyr@mwdaz.com>; Tasha Aldeguer
<tasha.aldeguer@maricopa.gov>; Victor.Schaum <Victor.Schaum@cox.com>; Yvonne Aguirre
<yvonne.aguirre@swgas.com>

Cc: Tierney Farago <Tierney.Farago@surpriseaz.gov>; Nichole Flores
<Nichole.Flores@surpriseaz.gov>

Subject: [Non-DoD Source] FS23-1073 - Asante PA4 Unit 3.7B, 3.7C, AND 3.8 - New Digital Submittal
121823

Good morning,

Attached please find the **application**, **narrative**, and **final plat** for the above referenced project.

Please feel free to contact us with any questions.

Best regards,

Alyssa Carpenter
Administrative Specialist Senior
Community Development Department
City of Surprise | (623) 222-3022



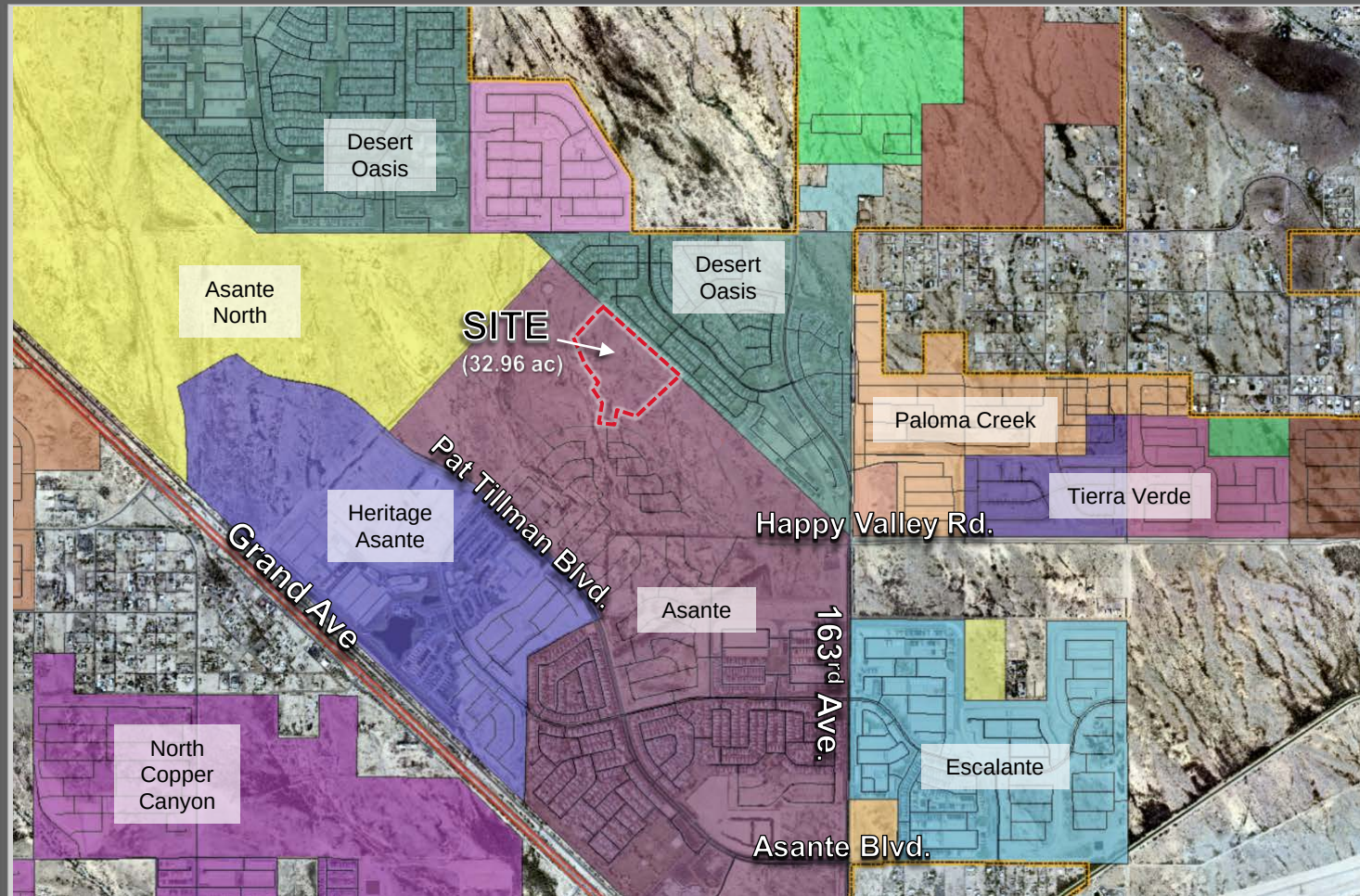
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FS23-1073

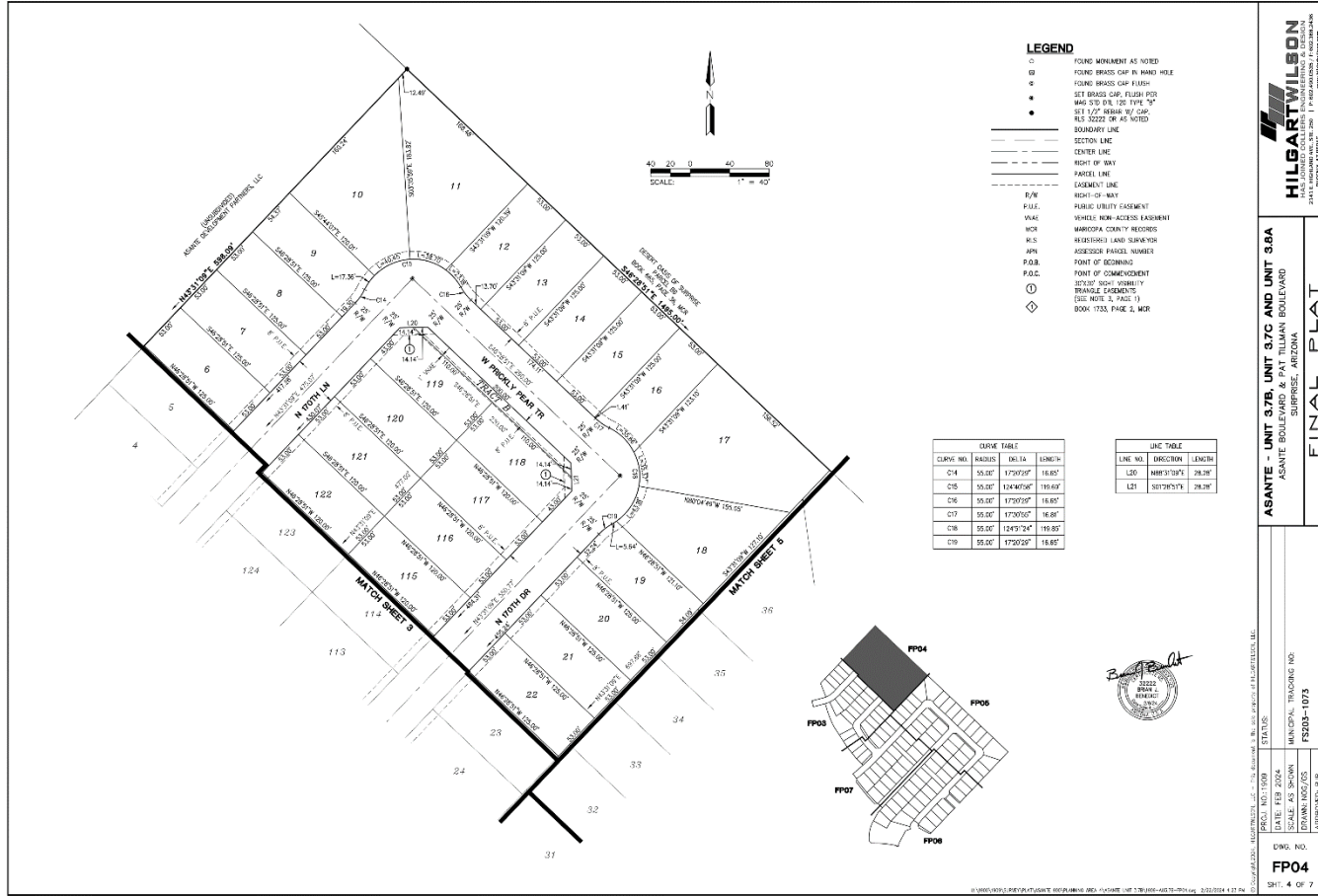
**Asante PA 4 Units 3.7B, 3.7C & 3.8A
Final Plat**

City Council
May 21, 2024



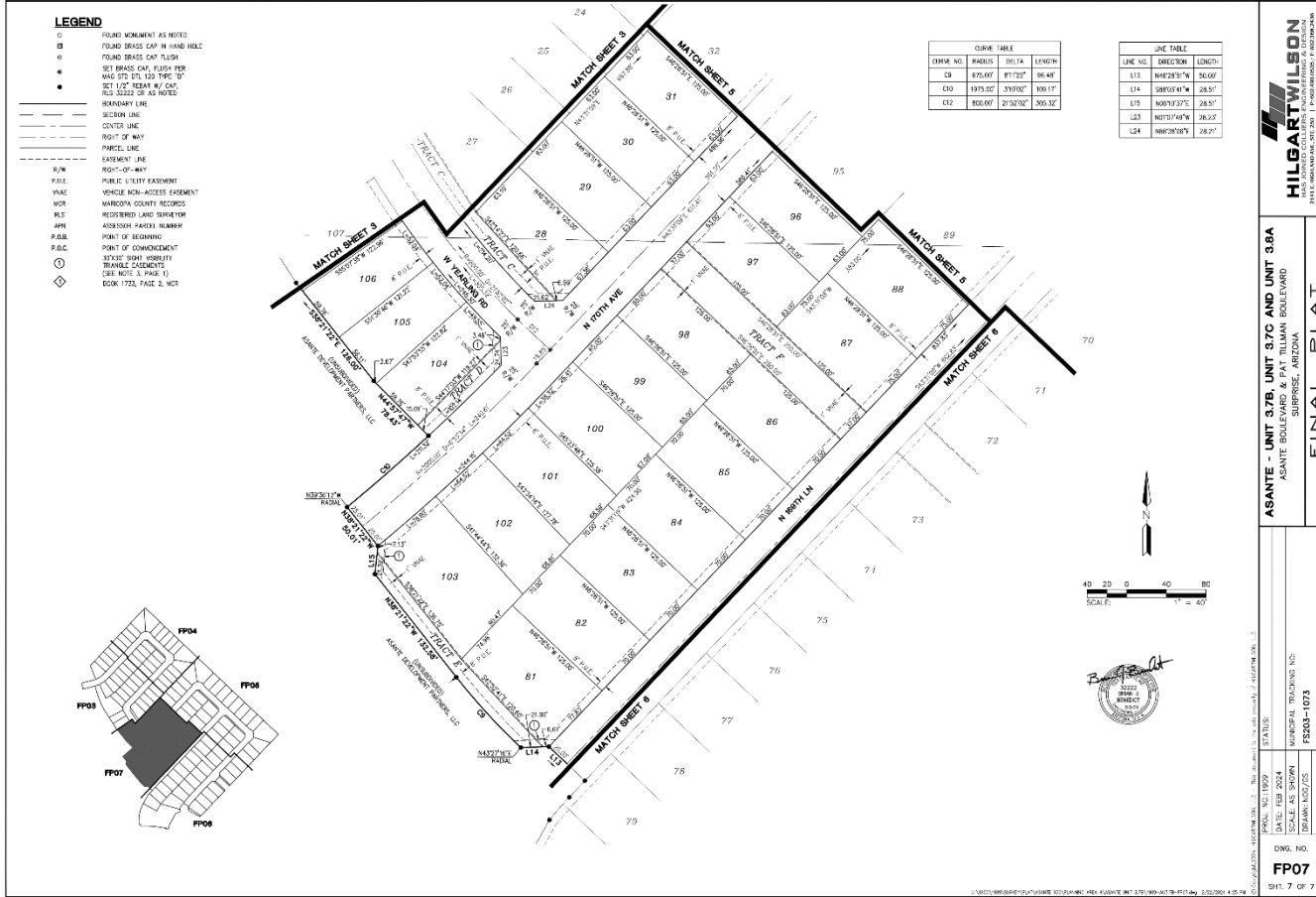


ZONING MAP

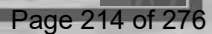


FINAL PLAT





FINAL PLAT





SURPRISE
ARIZONA

**QUESTIONS OR
COMMENTS?**

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: May 21, 2024 Contact Person: Leslie Carnie
Submitting Department: Community Development District: District 1
Staff Recommendations:

Consent: Yes	Regular: No	Public Hearing: No	Report/Discussion: No
--------------	-------------	--------------------	-----------------------

Agenda Wording:

Consideration and action pertaining to approval of the Final Plat entitled, “Asante – Unit 3.8B and Unit 4.1” and dated February 23, 2024, a site generally located northeast of Happy Valley Road and Pat Tillman Boulevard.

Motion:

I move to approve the Final Plat entitled, “Asante – Unit 3.8B and Unit 4.1” and dated February 23, 2024.

Background:

Zach Hilgart, with Hilgart Wilson, seeks approval of a Final Plat of Asante Planning Area 4 Units 3.8B and 4.1. The proposed Final Plat includes the subdivision of approximately 46.65 gross acres into 185 single-family lots and approx. 9.26 acres of ROW for a net density of 4.9 DU/Ac.

Objective Analysis:

The subject Final Plat meets the requirements of the Asante PAD, in addition to other requirements as set forth in the Surprise Municipal Code. All city reviewing departments have reviewed the request and expressed no concerns.

Policy Compliant:

This proposed Final Plat is consistent with the Surprise General Plan 2035, Asante PAD, and the Land Development Ordinance.

Financial Impact:

While this item does not have an immediate or direct financial impact, ongoing development activity in the city will inevitably have a future financial impact as additional resources are needed to provide city services.

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

This item does not have an impact on current staffing levels.

ATTACHMENTS:

1. 00- FS23-1067 Asante PA4 Units 3.8B & 4.1 Final Plat- Staff Report
 2. 01 - FS23-1067 Asante PA4 Units 3.8B and 4.1 Final Plat-Vicinity Map
 3. 02 - FS23-1067 Asante PA4 Units 3.8B and 4.1 Final Plat-Zoning Map
 4. 03 - FS23-1067 Asante PA4 Units 3.8B and 4.1 Final Plat-Final Plat
 5. 04 - FS23-1067 Asante PA4 Units 3.8B and 4.1 Final Plat-Luke AFB Comments
 6. FS23-1067 - Asante PA4 Units 3.8B and 4.1 - Presentation
-

Case: FS23-1067

Project Name: Asante PA 4 Unit 3.8B and Unit 4.1 – Final Plat

Council District: 1 - Acacia

City Council Date: May 21, 2024

Planner: Leslie Carnie, Planner II

Owner: Asante Development Partners, LLC

Applicant: Zach Hilgart with Hilgart Wilson

Request: Final Plat to subdivide approximately 46.65 gross acres into 185 single-family residential lots and approx. 9.26 acres of ROW.

Site Location: Generally located northeast of Happy Valley Road and Pat Tillman Boulevard.

Site Size: Approximately 46.65 Acres (Gross)

Net Density: 4.9 DU/Ac (Net)

General Plan Conformance: The proposed Final Plat is consistent with the Surprise General Plan 2035.

Findings:

- The proposed Final Plat is consistent with the Asante Planned Area Development (PAD).
- The proposed Final Plat is consistent with the Preliminary Plat, case FS23-0141.
- The proposed Final Plat is consistent with the applicable City of Surprise regulations.
- The reviewing agencies have indicated no objections to the request.

Alternative Actions: **Approve** – Approval of the proposed Final Plat will allow the applicant the ability to subdivide the property as proposed.

Deny – Denial of the requested Final Plat will prevent the applicant from subdividing the property as proposed.

PROJECT DESCRIPTION:

Zach Hilgart, with Hilgart Wilson, seeks approval of a Final Plat of Asante Planning Area 4 Units 3.8B and 4.1. The proposed Final Plat includes the subdivision of approximately 46.65 gross acres into 185 single-family lots and approx. 9.26 acres of ROW for a net density of 4.9 DU/Ac.

SURROUNDING LAND ZONING:

The following map depicts the existing zoning of the subject site and its surrounds:



RM-9 PUD	PAD – Desert Oasis	PAD – Desert Oasis
PAD - Asante	PAD – Asante	PAD – Desert Oasis
RM-9 PUD	PAD – Asante	PAD – Asante

BACKGROUND:

November 3, 1988: City Council approved the annexation (Ordinance 88-24) of the subject property.

November 24, 2004: City Council approved Ordinance 04-41 for the Asante Planned Area Development under case PAD04-124.

August 29, 2022: A minor amendment to the Asante PAD was approved administratively under case FS22-0756 to modify street alignments, school and amenity site locations, and development standards.

September 07, 2023: The Planning and Zoning Commission approved a Preliminary Plat for Asante Planning Area 4 under case FS23-0141.

December 12, 2023: The applicant filed the subject case, FS23-1067.

ANALYSIS AND DISCUSSION:

The subject request includes a Final Plat for Planning Area 4, Units 3.8B and 4.1 within the Asante PAD. The 185 single-family residential lots created by this plat fall under the Lot Category “B” (53’ x 120’) and Lot Category “C” (58’ X 120’).

Access

Access to the site is provided from Happy Valley Road via 168th Drive and 167th Lane. Additional internal access is provided to Unit 3.8A.

Open Space & Landscaping

The Asante PAD requires 10% open space for low-density residential developments. The approved Planning Area 4 Preliminary Plat provides 13.6% open space. No changes have been made to the open space plan for Units 3.8B and 4.1 and the Landscape Plan is in conformance with the Preliminary Plat. The site is to be landscaped with native and low water use plants allowed by the PAD and consistent with the overall Asante development.

Residents within Planning Area 4 have access to the clubhouse planned for Unit 3.10A within Asante Planning Area 3.

Utility and Services Table:

Water:	City of Surprise
Wastewater:	City of Surprise
School District:	Dysart Unified School District

Conformance with Adopted Plans:

The Surprise General Plan shows the subject property as lying within the Neighborhood Character Area, which supports residential development of up to 8 DU/Ac or more. At a net density of 4.9 DU/Ac, this development is consistent with the General Plan in this regard.

This request is also consistent with the General Plan in that it promotes connectivity to existing and future development within the Asante PAD for a range of mobility options.

107 **Reviewing Agencies:**

108
109 In addition to the standard city reviewing agencies, who indicate no objections to the
110 request, Luke Air Force Base and the Maricopa Water District were included in the routing
111 of the case and indicated no objections.
112

113 **Summary:**

114
115 The subject Final Plat meets the requirements of the Asante PAD, in addition to other
116 applicable requirements. All city reviewing departments have reviewed the request and
117 expressed no concerns.
118

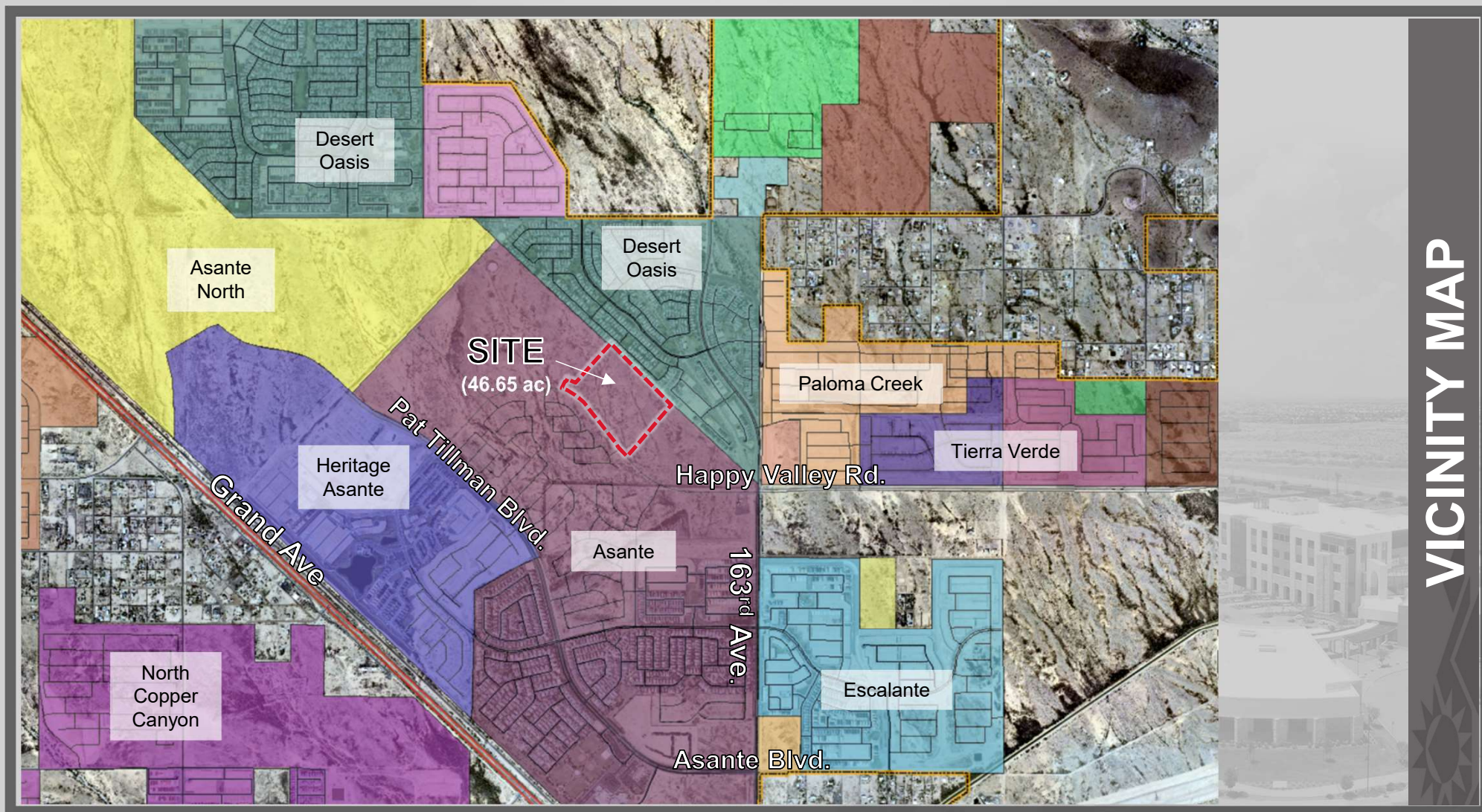
119 **Findings:**

- 120
121
 - The proposed Final Plat is consistent with the Asante PAD.
 - The proposed Final Plat is consistent with the Preliminary Plat, case FS23-0141.
 - The proposed Final Plat is consistent with the applicable City of Surprise regulations.
 - The reviewing agencies have indicated no objections to the request.

125

126 **Attachments:**

127
128 01 Vicinity Map
129 02 Zoning Map
130 03 Final Plat
131 04 Luke AFB Letter
132 PPT
133





ZONING MAP

DEDICATION

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

KNOW ALL PERSONS BY THESE PRESENTS:
THAT **ASANTE DEVELOPMENT PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY**, AS OWNER, OF A SUBDIVISION WITHIN THE COUNTY OF MARICOPA, HAS SUBDIVIDED UNDER THE NAME OF **"ASANTE – UNIT 3.8B AND UNIT 4.1"**, A PORTION OF THE SOUTH HALF OF SECTION 1, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF SAID **"ASANTE – UNIT 3.8B AND UNIT 4.1"** AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, TRACT, STREET, AND EASEMENT CONSTITUTING SAME, AND THAT EACH LOT, TRACT AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

OWNER HEREBY DEDICATES TO THE CITY OF SURPRISE FEE TITLE TO ALL PUBLIC RIGHTS-OF-WAY AS SHOWN ON THIS FINAL PLAT.

OWNER HEREBY GRANTS TO THE PUBLIC A PERPETUAL NON-EXCLUSIVE EASEMENT IN, UPON, OVER, UNDER, THROUGH, AND ACROSS THE AREAS DESIGNATED AS PUBLIC UTILITY EASEMENTS AS SHOWN ON THE PLAT FOR THE PURPOSE OF ACCESSING, INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING AND UTILIZING PUBLIC UTILITIES.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL NON-EXCLUSIVE EASEMENT OVER, UPON AND ACROSS THE AREAS DESIGNATED AS SIGHT VISIBILITY TRIANGLES FOR THE PURPOSE OF ENSURING THAT THESE AREAS REMAIN FREE OF SIGHT VISIBILITY OBSTRUCTIONS.

OWNER HEREBY GRANTS TO THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE ("USAF") AN AVIGATION EASEMENT OVER AND ACROSS THIS PLAT AND EVERY LOT AND PARCEL THEREOF, WHICH EASEMENT SHALL INCLUDE, BUT NOT BE LIMITED TO, THE RIGHT OF FLIGHT OF AIRCRAFT OVER THIS PLAT, TOGETHER WITH ITS ATTENDANT NOISE, VIBRATIONS, FUMES, DUST, FUEL AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUKE AIR FORCE BASE AND/OR AUXILIARY FIELD.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL NON-EXCLUSIVE GROSS ACCESS EASEMENT ACROSS THE PLAT INCLUDING ROADS AND STREETS, OPEN SPACES, COMMUNITY FACILITIES, TRACTS, SIDEWALKS, DRAINAGE BASINS AND ANY PROPERTY WITHIN THE PLAT OWNED BY THE HOMEOWNERS ASSOCIATION FOR THE PURPOSES OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS FOR EMERGENCY VEHICLES.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL NON-EXCLUSIVE EASEMENT ACROSS THE PLAT INCLUDING ROADS AND STREETS, OPEN SPACES, COMMUNITY FACILITIES, TRACTS, SIDEWALKS, DRAINAGE BASINS AND ANY PROPERTY WITHIN THE PLAT OWNED BY THE HOMEOWNERS ASSOCIATION FOR THE PURPOSE OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS FOR TRASH COLLECTION VEHICLES.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE AN ODOR EASEMENT OVER, UPON AND ACROSS THIS PLAT AND EVERY LOT AND PARCEL THEREOF, WHICH EASEMENT SHALL INCLUDE, BUT NOT BE LIMITED TO, THE RIGHT TO INVAD E WITH ODORS, FUMES, SMELLS, AND PHYSICAL AIRBORNE PARTICULATES CAUSED BY THE OPERATION AND MAINTENANCE OF THE CITY'S WATER RECLAMATION FACILITIES.

ALL IMPROVEMENTS, FOR STREETS AND PUBLIC UTILITIES OWNED AND OPERATED BY THE CITY, INSTALLED OR CONSTRUCTED BY OWNER WITHIN THE PUBLIC RIGHTS-OF-WAY, THE EASEMENTS, OR ANY TRACTS OR PARCELS HEREBY DEDICATED TO THE CITY OF SURPRISE SHALL BE DEEMED TO HAVE BEEN DEDICATED BY OWNER TO THE CITY UPON THEIR COMPLETION; HOWEVER, SUCH TRANSFER SHALL NOT OCCUR UNTIL THE CITY COUNCIL FOR THE CITY OF SURPRISE MANIFESTS ITS ACCEPTANCE BY SEPARATE FORMAL COUNCIL ACTION.

THE EASEMENTS GRANTED WITHIN THIS DEDICATION ARE PERMANENT AND PERPETUAL AND SHALL RUN WITH THE LAND AND BE BINDING UPON OWNER AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS PLAT OR ANY PARCEL OR LOT THEREOF.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL NON-EXCLUSIVE EASEMENT OVER, UNDER, UPON, AND ACROSS ALL AREAS DESIGNATED ON THE PLAT AS WATER/SEWER LINES, MANHOLES, FIRE HYDRANTS AND WATER METERS] FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING, AND UTILIZING THE WATER/SEWER LINES, MANHOLES, FIRE HYDRANTS AND WATER METERS.

IN WITNESS WHEREOF:

ASANTE DEVELOPMENT PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HAS HEREUNTO CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED DULY AUTHORIZED OFFICER THIS ____ DAY OF _____, 2024.

ASANTE DEVELOPMENT PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: **LENNAR COMMUNITIES DEVELOPMENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY**
ITS: **MANAGER**

BY: _____

NAME: **JEFF GUNDERSON**

TITLE: **VICE PRESIDENT**

ACKNOWLEDGMENT

ON THIS, THE ____ DAY OF _____, 2024 BEFORE ME, PERSONALLY APPEARED **JEFF GUNDERSON**, WHO ACKNOWLEDGED HIMSELF TO BE THE **VICE PRESIDENT OF LENNAR COMMUNITIES DEVELOPMENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY**, THE MANAGER OF **ASANTE DEVELOPMENT PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY**, AND ACKNOWLEDGED THAT HE, AS SUCH **OFFICER**, BEING DULY AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES CONTAINED THEREIN.

IN WITNESS WHEREOF, I HEREBY SET MY HAND AND OFFICIAL SEAL:

NOTARY PUBLIC _____ MY COMMISSION EXPIRES _____

COMMUNITY ASSOCIATION RATIFICATION

BY THIS RATIFICATION, _____ AS THE _____ OF _____ OF ASANTE PHASE 2 COMMUNITY ASSOCIATION, AN ARIZONA NONPROFIT CORPORATION, ACKNOWLEDGES THE RESPONSIBILITIES OF SAID ASSOCIATION AS SET FORTH HEREIN.

ASANTE PHASE 2 COMMUNITY ASSOCIATION, AN ARIZONA NONPROFIT CORPORATION

BY: _____

NAME: _____

TITLE: _____

ACKNOWLEDGMENT FOR RATIFICATION

ON THIS, THE ____ DAY OF _____, 2024 BEFORE ME, PERSONALLY APPEARED _____ WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE _____ OF _____ OF ASANTE PHASE 2 COMMUNITY ASSOCIATION, AN ARIZONA NONPROFIT CORPORATION, AND ACKNOWLEDGED THAT HE/SHE, AS SUCH _____ BEING DULY AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES CONTAINED THEREIN.

IN WITNESS WHEREOF, I HEREBY SET MY HAND AND OFFICIAL SEAL:

NOTARY PUBLIC _____ MY COMMISSION EXPIRES _____

FINAL PLAT
OF
ASANTE - UNIT 3.8B AND UNIT 4.1
SURPRISE, ARIZONA
A PORTION OF THE SOUTH HALF OF SECTION 1,
TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE
GILA AND SALT RIVER MERIDIAN, MARICOPA
COUNTY, ARIZONA

LENDERS' CONSENT

THE UNDERSIGNED, WHICH IS THE BENEFICIARY AND ADMINISTRATIVE AGENT ON BEHALF OF ITSELF AND OTHER LENDERS AS DEFINED IN THE LOAN AGREEMENT OF EVEN DATE WITH THE DEED OF TRUST ("LENDERS"), UNDER THAT CERTAIN CONSTRUCTION DEED OF TRUST AND FUTURE FILING (WITH ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT) RECORDED ON NOVEMBER 10, 2022, AT DOCUMENT NO. 20220831563 IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA ("DEED OF TRUST") AS A FIRST LIEN ON THE PROPERTY DESCRIBED IN THE DEED OF TRUST ("**LENDERS' LIEN**"), FOR AND ON BEHALF OF THE LENDERS AND THEIR SUCCESSORS AND ASSIGNS, HEREBY (A) CONSENTS TO THE RECDORDATION OF THIS FINAL PLAT ("**FINAL PLAT**"), AND EACH AND EVERY DEDICATION, EASEMENT, RIGHT-OF-WAY, COVENANT, CONDITION AND RESTRICTION MORE SPECIFICALLY SET FORTH IN THIS FINAL PLAT; (B) AGREES THAT, UPON THE RECDORDATION OF THIS FINAL PLAT, THE LENDERS' LIEN WITH RESPECT TO THE PROPERTY DESCRIBED IN THIS FINAL PLAT IS HEREBY DEEMED SUBJECT AND SUBORDINATE TO THIS FINAL PLAT; WITH LENDERS' LIEN CONTINUING IN EFFECT AGAINST SUCH PROPERTY AS SUCH LEGAL DESCRIPTION HAS BEEN MODIFIED BY RECDORDATION OF THIS FINAL PLAT; AND (C) AGREES THAT UPON THE RECDORDATION OF THIS FINAL PLAT ALL PROPERTY DEDICATED TO THE CITY OF SURPRISE HEREUNDER IS RELEASED FROM THE LENDERS' LIEN.

DATED: _____, 2024.

ZIONS BANCORPORATION, N.A. DBA CALIFORNIA BANK & TRUST

BY: _____

NAME: _____

ITS: _____

ACKNOWLEDGMENT FOR LENDERS' CONSENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF _____

ON _____ BEFORE ME, _____, PERSONALLY APPEARED _____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY

EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.
WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE _____ (SEAL)

PUBLIC NOTICE:

THE LOTS DEPICTED ON THIS PLAT ARE LOCATED WITHIN THE VICINITY OF LUKE AIR FORCE BASE AND MAY BE SUBJECT TO OVERFLIGHTS BY JET AIRCRAFT. ALL STRUCTURES WITHIN THIS PLAT SHALL BE CONSTRUCTED IN COMPLIANCE WITH THE SOUND ATTENUATION STANDARDS ADOPTED BY THE CITY OF SURPRISE. A MAP DEPICTING THE MOST CURRENT ADOPTED MAG NOISE CONTOURS IN RELATION TO THIS PLAT SHALL BE DISPLAYED IN ALL SALES OFFICES. ADDITIONAL INFORMATION MAY BE OBTAINED BY CONTACTING THE CITY OF SURPRISE COMMUNITY DEVELOPMENT DEPARTMENT.

RELEASE OF LIABILITY

ASANTE DEVELOPMENT PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, "OWNER" DOES HEREBY (1) RELEASE AND DISCHARGE THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE (USAF) AND THE CITY OF SURPRISE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE USAF AND THE CITY OF SURPRISE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH AIRCRAFT OVERFLIGHTS FROM AIRCRAFT UTILIZING LUKE AIR FORCE BASE, WHETHER SUCH DAMAGE SHALL ORIGINATE FROM NOISE, VIBRATION, FUMES, DUST, FUEL AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUKE AIR FORCE BASE AND/OR ITS AUXILIARY FIELDS. THIS INSTRUMENT SHALL RUN WITH THE LAND AND BE BINDING UPON OWNER AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS PLAT OR ANY PARCEL OR LOT THEREOF. THIS INSTRUMENT DOES NOT RELEASE THE USAF FROM LIABILITY FOR DAMAGE OR INJURY TO PERSON OR PROPERTY CAUSED BY FALLING AIRCRAFT OR FALLING PHYSICAL OBJECTS FROM AIRCRAFT, EXCEPT AS STATED HEREIN WITH RESPECT TO NOISE, FUMES, DUST, FUEL, AND LUBRICANT PARTICLES.

ASANTE DEVELOPMENT PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ("OWNER"), DOES HEREBY (1) RELEASE AND DISCHARGE THE CITY OF SURPRISE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH THE AREAS LOCATED WITHIN THE NEWLY DEDICATED RIGHT-OF-WAY AS DEPICTED ON THIS PLAT UNTIL SUCH TIME THE RIGHT-OF-WAY IS IMPROVED TO CITY STANDARDS AND THOSE IMPROVEMENTS ARE APPROVED AND ACCEPTED BY THE CITY COUNCIL. THE MAINTENANCE OF THE AREA WITHIN ANY NEWLY DEDICATED RIGHT-OF-WAY AS SHOWN ON THIS PLAT SHALL BE THE RESPONSIBILITY OF THE ADJACENT OWNER/OR SUBSEQUENT ADJACENT OWNERS WITHIN THE BOUNDARY OF SAID PLAT UNTIL SUCH TIME THAT THE AREA WITHIN THE RIGHT-OF-WAY IS IMPROVED TO CITY STANDARD AND ACCEPTED BY THE CITY OF SURPRISE.

OWNER HEREBY FURTHER AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE FROM ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY LOCATED WITHIN THE RIGHT OF WAY THAT MAY ARISE IN CONNECTION WITH THE USE OF THE SIDEWALKS LOCATED WITHIN THE RIGHT-OF-WAY, UNTIL SUCH TIME THE CITY OF SURPRISE HAS ACCEPTED THE SIDEWALKS.

100 YEAR ASSURED WATER SUPPLY

THE AREA PLATTED HEREON LIES WITHIN THE DOMESTIC WATER SERVICE AREA OF CITY OF SURPRISE DESERT OASIS PUBLIC WATER SYSTEM 04-07-523 WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT A.R.S. § 45-576.

OWNER

ASANTE DEVELOPMENT PARTNERS, LLC
1665 W. ALAMEDA DRIVE, SUITE 130
TEMPE, ARIZONA 85282

SURVEYOR

HILGARTWILSON, LLC
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, ARIZONA 85016
PHONE: (602) 490-0535
CONTACT: BRIAN J. BENEDICT , RLS

SHEET INDEX

FP01 COVER SHEET
FP02 LEGAL DESCRIPTION & VISIBILITY DETAIL
FP03 SHEET INDEX MAP & AREA TABLES
FP04-FP09 FINAL PLAT SHEETS

BASIS OF BEARING

BASIS OF BEARING IS SOUTH 88°55'18" EAST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN UPON THE MASTER PLAT FOR ASANTE PLANNING AREA 3 RECORDED AT BOOK 1733 OF MAPS, PAGE 2, MARICOPA COUNTY RECORDS.

NOTES

- NO PERMANENT STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED ON, OVER OR PLACED WITHIN EASEMENTS. IT SHALL BE FURTHER UNDERSTOOD THAT THE CITY OF SURPRISE SHALL NOT BE REQUIRED TO REPLACE ANY OBSTRUCTIONS OR PLANTING THAT MUST BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION, OR RECONSTRUCTION OF CITY UTILITIES.
- ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND.
- ALL STRUCTURES AND LANDSCAPING WITHIN THE 30'x30' VISIBILITY TRIANGLE ALONG THE PROPERTY LINES AT LOT CORNERS SHALL BE MAINTAINED AT A MAXIMUM HEIGHT OF 30" ABOVE GROUND LEVEL. (SEE DETAIL SHEET 2)
- ALL EXTERIOR SUBDIVISION BOUNDARY CORNERS ARE AS SHOWN PER THIS PLAT IN CONFORMANCE WITH ARIZONA STATUTE. ALL INTERIOR CORNERS AND MONUMENTS ARE TO BE SET BY THE SURVEYOR RESPONSIBLE FOR THE CONSTRUCTION SURVEY AND STAKING OF THIS PROJECT AND MUST BE IN CONFORMANCE WITH SAID ARIZONA STATUTORY REQUIREMENTS.
- PROVISIONS SHALL BE MADE FOR DEVELOPMENT AND MAINTENANCE OF STREET LIGHTS THROUGH THE CREATION OF A STREET LIGHT IMPROVEMENT DISTRICT (S.L.I.D.).
- NO ON-SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
- IN ACCORDANCE WITH ARS § 9-461.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN.
- PURSUANT TO A.R.S. § 42-1102, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS # 14751 AND 14710, WHEN APPLICABLE.
- THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS, AND PARKS SHALL BE THE RESPONSIBILITY OF THE OWNER OR THE HOMEOWNERS' ASSOCIATION FORMED BY THE OWNER.
- THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHTS-OF-WAY, INCLUDING LANDSCAPED MEDIANS WITHIN COLLECTORS AND LOCAL STREETS, AND LANDSCAPED AREAS BETWEEN THE CURB AND THE DETACHED SIDEWALK, SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE HOMEOWNERS' ASSOCIATION FORMED BY THE ADJACENT PROPERTY.
- LANDSCAPING MAINTENANCE OF THE MEDIANS WITHIN THE PUBLIC RIGHT-OF-WAY WITHIN ANY ARTERIAL OR PARKWAY STREET CLASSIFICATION SHALL BE RESPONSIBILITY OF THE CITY OF SURPRISE AFTER ACCEPTANCE.
- THIS FINAL PLAT IS IN SUBSTANTIAL CONFORMANCE WITH THE PRELIMINARY PLAT APPROVED BY THE CITY OF SURPRISE UNDER CASE FS23-0141.
- DEVELOPMENT STANDARDS ARE PER THE CITY OF SURPRISE ZONING CASE FS22-0756 OR AS SUBSEQUENTLY AMENDED.

CITY OF SURPRISE ENGINEER APPROVAL:

DATA ON THIS PLAT REVIEWED AND APPROVED THIS _____ DAY OF _____, 2024, BY THE CITY ENGINEER OF SURPRISE, ARIZONA.

APPROVED _____
CITY ENGINEER

CITY OF SURPRISE COUNCIL APPROVAL:

APPROVED BY THE CITY COUNCIL OF THE CITY OF SURPRISE, ARIZONA.

THIS ____ DAY OF _____, 2024.

ATTEST:

MAYOR

DATE

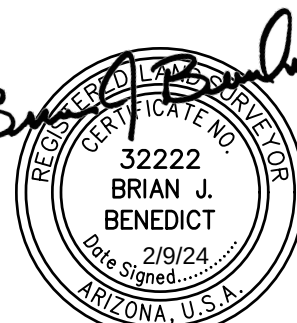
CITY CLERK

DATE

CERTIFICATION

THIS IS TO CERTIFY THAT THE SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF DECEMBER, 2023; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT THE EXTERIOR BOUNDARY MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT THEIR POSITIONS ARE CORRECTLY SHOWN; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THIS SURVEY TO BE RETRACED.

BRIAN J. BENEDICT
RLS 32222
HILGARTWILSON, LLC
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, ARIZONA 85016
P: 602.490.0535
bbenedict@hilgartwilson.com



NOTE:
A.R.S. 32-151 STATES THAT THE USE OF THE WORD "CERTIFY" OR "CERTIFICATION" BY A PERSON OR FIRM THAT IS REGISTERED OR CERTIFIED BY THE BOARD IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING FACTS OR FINDINGS THAT ARE SUBJECT OF THE CERTIFICATION AND DOES NOT CONSTITUTE AN EXPRESS OR IMPLIED WARRANTY OR GUARANTEE.

HILGARTWILSON
HAS JOINED COLLIER ENGINEERING & DESIGN
2141 E. HIGHLAND AVE., STE. 250 | P: 602.490.0535 / F: 602.368.2436
PHOENIX, AZ 85016
www.hilgartwilson.com

ASANTE - UNIT 3.8B AND UNIT 4.1
ASANTE BOULEVARD AND PAT TILLMAN BOULEVARD
SURPRISE, ARIZONA
FINAL PLAT

PROJ. NO.: 1909	STATUS:
DATE: JAN 2024	MUNICIPAL TRACKING NO:
SCALE: NONE	FS23-1067
DRAWN: GS	APPROVED: BJB

DWG. NO.

FP01

SHT. 1 OF 9

LEGAL DESCRIPTION

A PORTION OF THE SOUTH HALF OF SECTION 1, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND MARICOPA COUNTY ALUMINUM CAP ACCEPTED AS THE SOUTH QUARTER CORNER OF SAID SECTION 1 FROM WHICH A FOUND 2 INCH ALUMINUM CAP ACCEPTED AS THE SOUTHEAST CORNER THEREOF BEARS SOUTH 88°55'18" EAST, 2636.39 FEET;

THENCE SOUTH 88°55'18" EAST, 316.92 FEET ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 1;

THENCE LEAVING SAID SOUTH LINE, NORTH 01°04'42" EAST, 455.83 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF HAPPY VALLEY ROAD AS SHOWN IN THE MASTER PLAT FOR ASANTE PLANNING AREA 3 RECORDED IN BOOK 1733, PAGE 2, MARICOPA COUNTY RECORDS, ARIZONA, BEING THE POINT OF BEGINNING;

THENCE THE FOLLOWING FOURTEEN (14) COURSES ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE:

THENCE NORTH 39°43'06" WEST, 47.96 FEET;

THENCE NORTH 50°16'54" EAST, 5.00 FEET;

THENCE NORTH 39°43'06" WEST, 205.00 FEET;

THENCE NORTH 05°16'54" EAST, 28.28 FEET;

THENCE NORTH 43°48'14" WEST, 70.18 FEET;

THENCE NORTH 84°43'06" WEST, 28.28 FEET;

THENCE NORTH 39°43'06" WEST, 568.37 FEET;

THENCE NORTH 50°16'54" EAST, 5.00 FEET;

THENCE NORTH 39°43'06" WEST, 205.00 FEET;

THENCE NORTH 05°16'54" EAST, 28.28 FEET;

THENCE NORTH 43°48'14" WEST, 70.18 FEET;

THENCE NORTH 84°43'06" WEST, 28.28 FEET;

THENCE NORTH 39°43'06" WEST, 116.64 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 855.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 36°58'26", AN ARC LENGTH OF 551.74 FEET TO A NON-TANGENT LINE;

THENCE LEAVING SAID NORTHEASTERLY RIGHT OF WAY LINE, NORTH 13°18'29" EAST, 29.56 FEET;

THENCE NORTH 28°04'07" EAST, 115.00 FEET;

THENCE NORTH 71°04'20" EAST, 40.72 FEET TO A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 55.00 FEET, THE CENTER OF WHICH BEARS NORTH 71°04'20" EAST;

THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 69°14'03", AN ARC LENGTH OF 66.46 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 55.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 15°38'27", AN ARC LENGTH OF 15.01 FEET TO A NON-TANGENT LINE;

THENCE SOUTH 55°20'05" EAST, 50.00 FEET TO A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 475.00 FEET, THE CENTER OF WHICH BEARS SOUTH 55°20'05" EAST;

THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°10'02", AN ARC LENGTH OF 9.68 FEET TO A NON-TANGENT LINE;

THENCE SOUTH 14°49'19" EAST, 27.22 FEET;

THENCE SOUTH 61°55'53" EAST, 103.32 FEET;

THENCE NORTH 43°31'09" EAST, 296.15 FEET;

THENCE NORTH 46°28'51" WEST, 110.00 FEET;

THENCE NORTH 43°31'09" EAST, 50.00 FEET;

THENCE SOUTH 46°28'51" EAST, 110.00 FEET;

THENCE NORTH 43°31'09" EAST, 578.16 FEET TO THE SOUTHWESTERLY BOUNDARY LINE OF THE FINAL PLAT FOR DESERT OASIS OF SURPRISE PARCEL B6 RECORDED IN BOOK 665 OF MAPS, PAGE 36, MARICOPA COUNTY RECORDS;

THENCE SOUTH 46°28'51" EAST, 670.84 FEET ALONG SAID SOUTHWESTERLY BOUNDARY LINE;

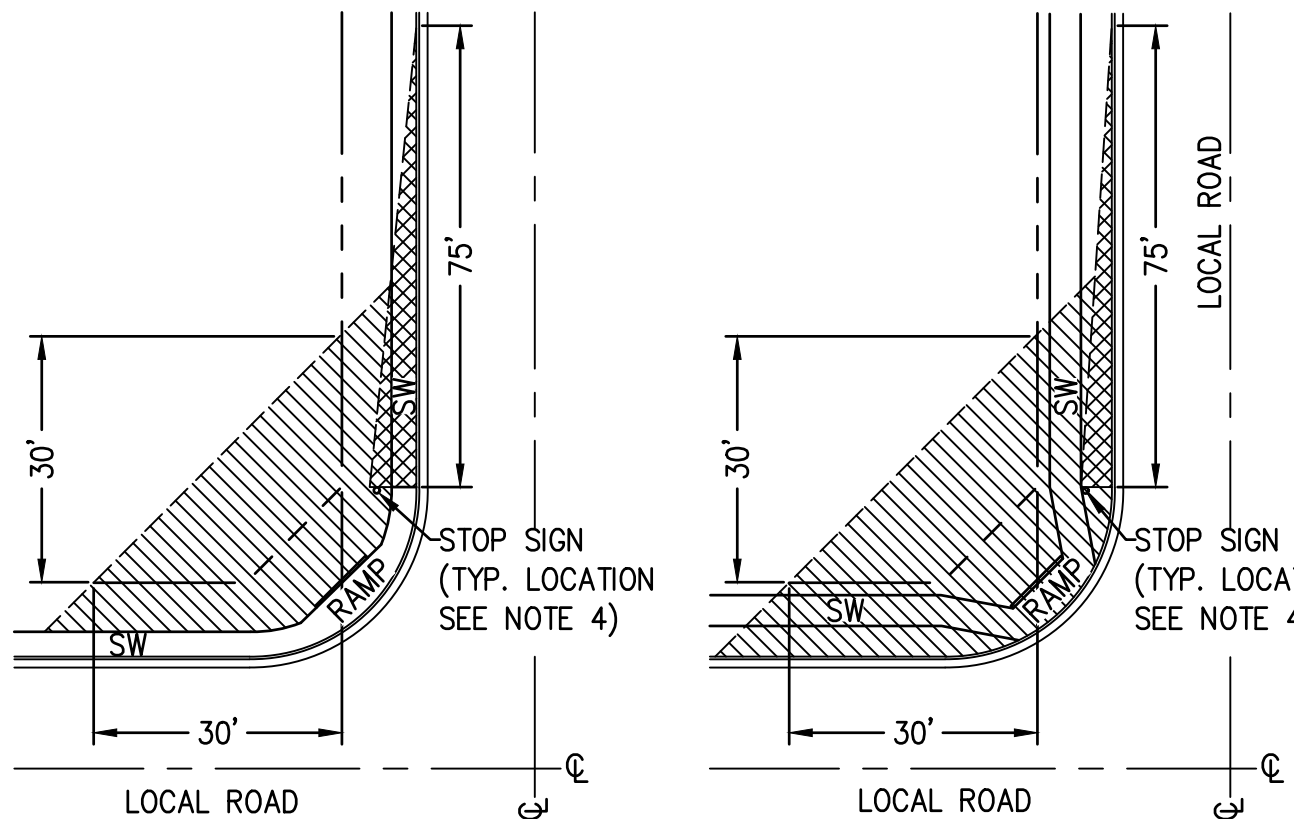
THENCE SOUTH 46°28'59" EAST, 1095.92 FEET ALONG SAID SOUTHWESTERLY BOUNDARY LINE AND ALONG THE SOUTHWESTERLY BOUNDARY LINE OF THE FINAL PLAT OF DESERT OASIS - BAER, PARCEL B9 RECORDED IN BOOK 1489 OF MAPS, PAGE 33, MARICOPA COUNTY RECORDS;

THENCE LEAVING SAID SOUTHWESTERLY BOUNDARY LINE, SOUTH 43°31'09" WEST, 1228.77 FEET TO THE POINT OF BEGINNING.

FLOOD ZONE DESIGNATION

THE FOLLOWING FLOOD PLAIN DESIGNATION AND ASSOCIATED COMMENTS ARE COPIED DIRECTLY FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) WEBSITE. HILGARTWILSON, LLC AND THE UNDERSIGNED REGISTERED PROFESSIONAL LAND SURVEYOR MAKE NO STATEMENT AS TO THE ACCURACY OR COMPLETENESS OF THE FOLLOWING FLOOD ZONE DESIGNATION STATEMENT.

THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "X" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C1210L, WITH A DATE OF IDENTIFICATION OF OCTOBER 16, 2013, FOR COMMUNITY NO. 040053, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.



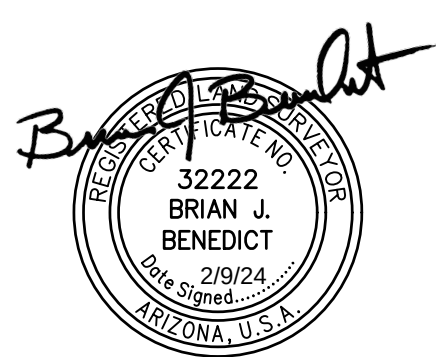
LOCAL STREET
SIGHT VISIBILITY TRIANGLES

NOTES:

- SIGNS, FENCES, WALLS, UTILITY BOXES, STRUCTURES, SHRUBS, HEDGES OR OTHER PLANTS, BUT EXCLUDING TREES OVER 30 INCHES IN HEIGHT SHALL NOT BE PERMITTED WITHIN THE RESTRICTED AREAS.
- PLANTING WITHIN THE R/W IN VIEW EASEMENTS SHALL BE PER THE APPROVED TYPES AND DIMENSIONS AND SHALL NOT ENCR OACH WITHIN THE SIGHT TRIANGLE PER AASHTO GUIDELINES.
- TREES ARE PERMITTED WITHIN THE RESTRICTED AREAS PROVIDED:
 - NO LIMBS, LEAVES, NEEDLES OR OTHER FOLIAGE ABOVE 30 INCHES OR BELOW 84 INCHES ARE PERMITTED.
 - TREES SHALL NOT OBSTRUCT MORE THAN 20% OF THE VISIBILITY WHEN COMBINED WITH OTHER OBSTRUCTIONS PRESENT.
- STOP SIGN SHALL BE INSTALLED AT 2' MINIMUM BEHIND BACK OF CURB.

UNOBSTRUCTED VIEW EASEMENT AREA (SEE NOTE #3)

NO VEGETATION OVER 30 INCHES IN HEIGHT



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ASANTE - UNIT 3.8B AND UNIT 4.1

ASANTE BOULEVARD AND PAT TILLMAN BOULEVARD
SURPRISE, ARIZONA

FINAL PLAT

STATUS:

PROJ. NO.: 1909

DATE: JAN 2024

SCALE: NONE

DRAWN: GS

APPROVED: BJB

MUNICIPAL TRACKING NO:

FS23-1067

DWG. NO.

FP02

SHT. 2 OF 9



LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 1	6575	0.1509
LOT : 2	6625	0.1521
LOT : 3	6625	0.1521
LOT : 4	6625	0.1521
LOT : 5	6625	0.1521
LOT : 6	6625	0.1521
LOT : 7	6545	0.1503
LOT : 8	12654	0.2905
LOT : 9	14187	0.3257
LOT : 10	7077	0.1625
LOT : 11	6626	0.1521
LOT : 12	6626	0.1521
LOT : 13	6626	0.1521
LOT : 14	6626	0.1521
LOT : 15	6626	0.1521
LOT : 16	6627	0.1521
LOT : 17	6627	0.1521
LOT : 18	6627	0.1521
LOT : 19	6581	0.1511
LOT : 20	11256	0.2584
LOT : 21	16049	0.3684
LOT : 22	8096	0.1859
LOT : 23	6983	0.1603
LOT : 24	6983	0.1603
LOT : 25	6983	0.1603

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 26	6983	0.1603
LOT : 27	6983	0.1603
LOT : 28	6983	0.1603
LOT : 29	6983	0.1603
LOT : 30	6983	0.1603
LOT : 31	6983	0.1603
LOT : 32	6983	0.1603
LOT : 33	6983	0.1603
LOT : 34	6983	0.1603
LOT : 35	6983	0.1603
LOT : 36	7593	0.1743
LOT : 37	6360	0.1460
LOT : 38	6360	0.1460
LOT : 39	6360	0.1460
LOT : 40	6360	0.1460
LOT : 41	6360	0.1460
LOT : 42	7194	0.1651
LOT : 43	6360	0.1460
LOT : 44	6360	0.1460
LOT : 45	6360	0.1460
LOT : 46	6360	0.1460
LOT : 47	6360	0.1460
LOT : 48	6360	0.1460
LOT : 49	6310	0.1449
LOT : 50	6310	0.1449

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 51	6360	0.1460
LOT : 52	6360	0.1460
LOT : 53	6360	0.1460
LOT : 54	6360	0.1460
LOT : 55	6360	0.1460
LOT : 56	6360	0.1460
LOT : 57	6360	0.1460
LOT : 58	6360	0.1460
LOT : 59	6360	0.1460
LOT : 60	6360	0.1460
LOT : 61	6360	0.1460
LOT : 62	6360	0.1460
LOT : 63	7067	0.1622
LOT : 64	7020	0.1612
LOT : 65	6360	0.1460
LOT : 66	6360	0.1460
LOT : 67	6360	0.1460
LOT : 68	6360	0.1460
LOT : 69	6360	0.1460
LOT : 70	6360	0.1460
LOT : 71	6360	0.1460
LOT : 72	6360	0.1460
LOT : 73	6360	0.1460
LOT : 74	6360	0.1460
LOT : 75	6360	0.1460

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 76	6310	0.1449
LOT : 77	6310	0.1449
LOT : 78	6360	0.1460
LOT : 79	6360	0.1460
LOT : 80	6360	0.1460
LOT : 81	6360	0.1460
LOT : 82	6360	0.1460
LOT : 83	6360	0.1460
LOT : 84	6720	0.1543
LOT : 85	6600	0.1515
LOT : 86	6600	0.1515
LOT : 87	6600	0.1515
LOT : 88	6600	0.1515
LOT : 89	7655	0.1757
LOT : 90	7154	0.1642
LOT : 91	7155	0.1643
LOT : 92	7420	0.1703
LOT : 93	7420	0.1703
LOT : 94	7155	0.1643
LOT : 95	7155	0.1643
LOT : 96	6625	0.1521
LOT : 97	6625	0.1521
LOT : 98	6625	0.1521
LOT : 99	6625	0.1521
LOT : 100	6575	0.1509

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 101	7200	0.1653
LOT : 102	7250	0.1664
LOT : 103	7250	0.1664
LOT : 104	7250	0.1664
LOT : 105	7145	0.1640
LOT : 106	7480	0.1717
LOT : 107	6960	0.1598
LOT : 108	6960	0.1598
LOT : 109	6960	0.1598
LOT : 110	6960	0.1598
LOT : 111	6960	0.1598
LOT : 112	6960	0.1598
LOT : 113	6960	0.1598
LOT : 114	6960	0.1598
LOT : 115	6960	0.1598
LOT : 116	6970	0.1600
LOT : 117	6970	0.1600
LOT : 118	6960	0.1598
LOT : 119	6960	0.1598
LOT : 120	6960	0.1598
LOT : 121	6960	0.1598
LOT : 122	6960	0.1598
LOT : 123	6960	0.1598
LOT : 124	6960	0.1598
LOT : 125	6960	0.1598

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 126	7564	0.1736
LOT : 127	7429	0.1705
LOT : 128	7280	0.1671
LOT : 129	7250	0.1664
LOT : 130	7077	0.1625
LOT : 131	7471	0.1715
LOT : 132	7749	0.1779
LOT : 133	7749	0.1779
LOT : 134	7255	0.1666
LOT : 135	6989	0.1604
LOT : 136	6960	0.1598
LOT : 137	6960	0.1598
LOT : 138	7133	0.1637
LOT : 139	7709	0.1770
LOT : 140	10036	0.2304
LOT : 141	7798	0.1790
LOT : 142	7632	0.1752
LOT : 143	9038	0.2075
LOT : 144	7824	0.1796
LOT : 145	7515	0.1725
LOT : 146	7506	0.1723
LOT : 147	7841	0.1800
LOT : 148	7560	0.1736
LOT : 149	6960	0.1598
LOT : 150	6960	0.1598

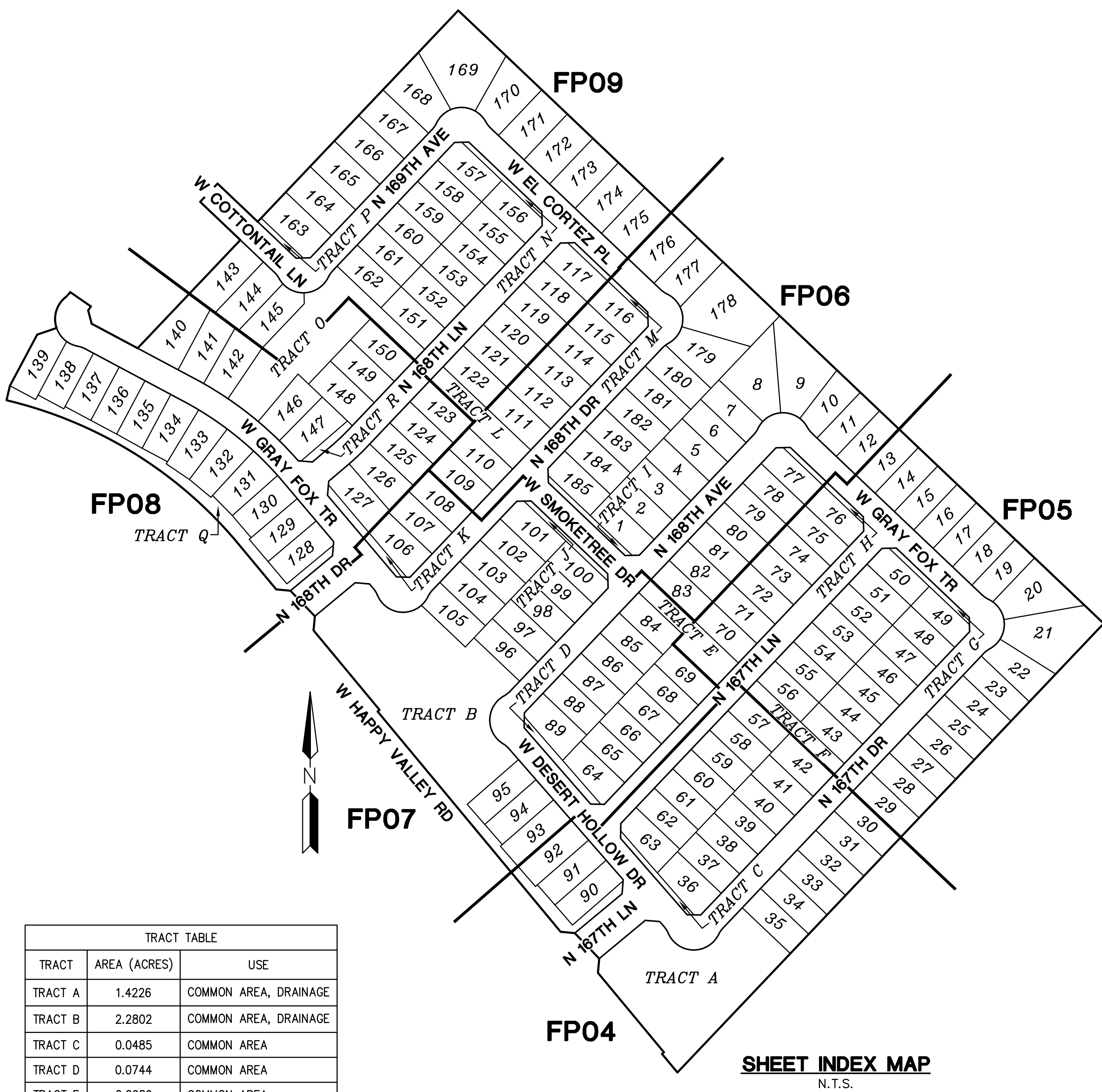
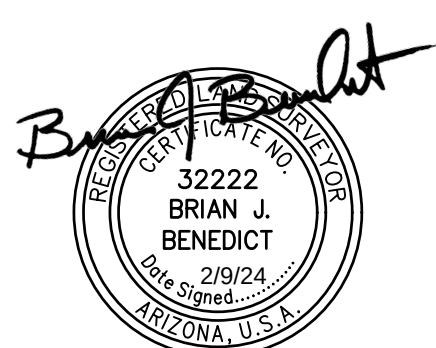
LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 151	6960	0.1598
LOT : 152	6960	0.1598
LOT : 153	6960	0.1598
LOT : 154	6960	0.1598
LOT : 155	6960	0.1598
LOT : 156	6970	0.1600
LOT : 157	6970	0.1600
LOT : 158	6960	0.1598
LOT : 159	6960	0.1598
LOT : 160	6960	0.1598
LOT : 161	6960	0.1598
LOT : 162	6960	0.1598
LOT : 163	8826	0.2026
LOT : 164	8750	0.2009
LOT : 165	8750	0.2009
LOT : 166	8750	0.2009
LOT : 167	8750	0.2009
LOT : 168	10248	0.2353
LOT : 169	19708	0.4524
LOT : 170	10104	0.2320
LOT : 171	8750	0.2009
LOT : 172	8750	0.2009
LOT : 173	8750	0.2009
LOT : 174	9000	0.2066
LOT : 175	9000	0.2066

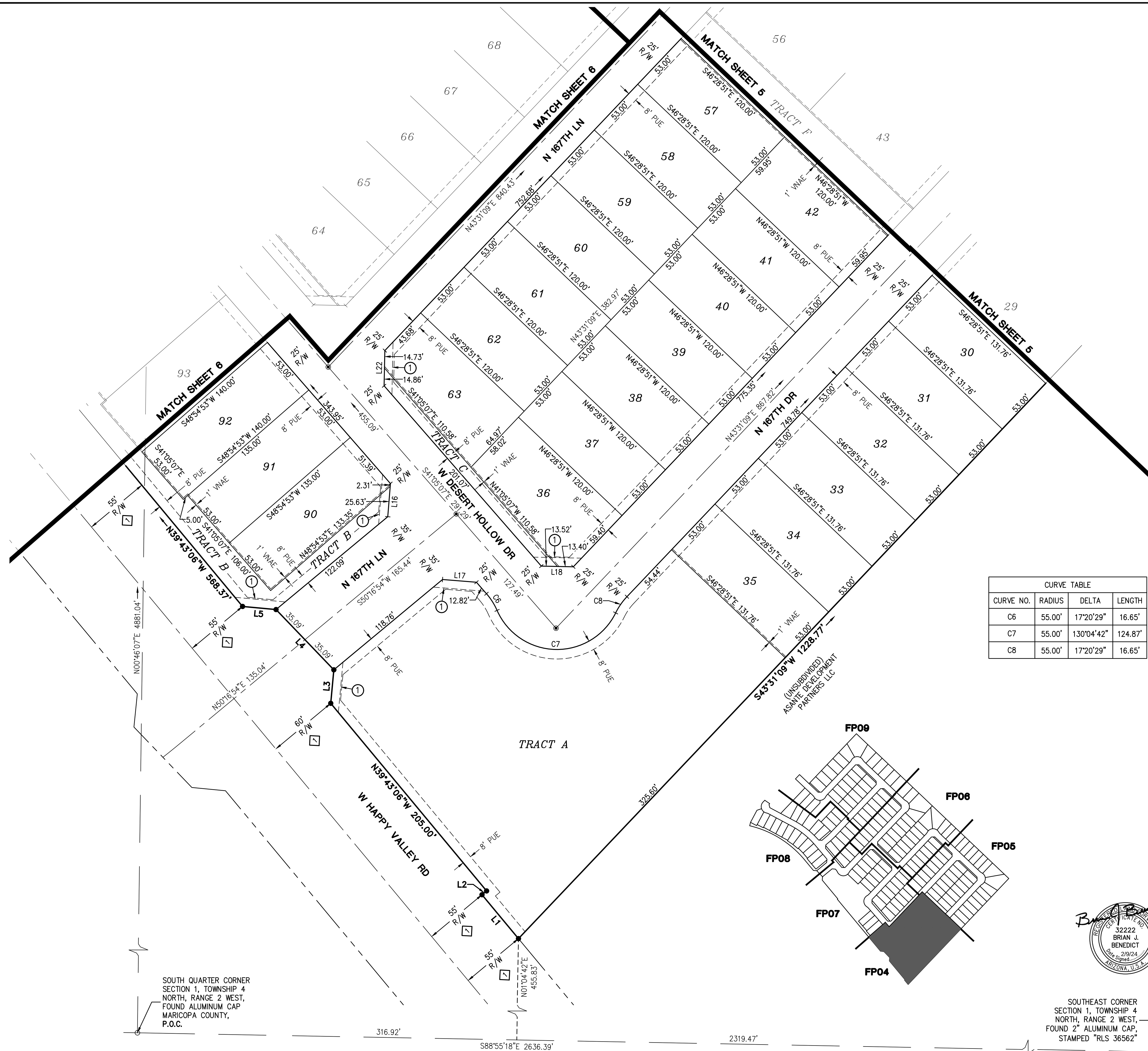
LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 176	9000	0.2066
LOT : 177	8593	0.1973
LOT : 178	18644	0.4280
LOT : 179	10069	0.2311
LOT : 180	7247	0.1664
LOT : 181	7250	0.1664
LOT : 182	7250	0.1664
LOT : 183	7250	0.1664
LOT : 184	7250	0.1664
LOT : 185	7200	0.1653

TRACT TABLE		
TRACT	AREA (ACRES)	USE
TRACT A	1.4226	COMMON AREA, DRAINAGE
TRACT B	2.2802	COMMON AREA, DRAINAGE
TRACT C	0.0485	COMMON AREA
TRACT D	0.0744	COMMON AREA
TRACT E	0.2689	COMMON AREA
TRACT F	0.1653	COMMON AREA
TRACT G	0.0482	COMMON AREA
TRACT H	0.0482	COMMON AREA
TRACT I	0.0505	COMMON AREA
TRACT J	0.0505	COMMON AREA
TRACT K	0.0776	COMMON AREA
TRACT L	0.2471	COMMON AREA
TRACT M	0.0482	COMMON AREA
TRACT N	0.0482	COMMON AREA
TRACT O	0.8846	COMMON AREA, DRAINAGE
TRACT P	0.0253	COMMON AREA
TRACT Q	0.3773	COMMON AREA
TRACT R	0.0420	COMMON AREA

1. COMMON AREAS MAY INCLUDE: OPEN SPACE, LANDSCAPING, PEDESTRIAN PATHS AND/OR AMENITIES.
2. SPECIFIC EASEMENTS THAT ARE BEING DEDICATED AS PART OF THIS PLAT ARE FULLY DELINEATED ON THE FOLLOWING SHEETS.
3. THE USES SHOWN IN THE TRACT TABLE ABOVE DO NOT INTEND TO GRANT EASEMENTS THAT ARE BLANKET IN NATURE OVER THE ENTIRE TRACT.

AREAS			
ROW AREA =	403,493 SQ. FT.	9.2629 ACRES	
TRACTS A–R AREA =	270,401 SQ. FT.	6.2075 ACRES	
LOT AREA =	1,358,274 SQ. FT.	31.1817 ACRES	
GROSS AREA =	2,032,168 SQ. FT.	46.6522 ACRES	
NET AREA =	1,628,675 SQ. FT.	37.3892 ACRES	
DENSITY (GROSS) =	4.0 D.U. / ACRE		
DENSITY (NET) =	4.9 D.U. / ACRE		



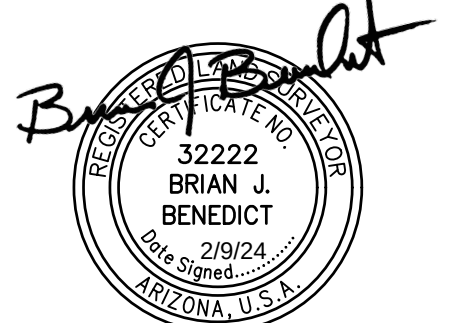


CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C15	55.00'	17°20'29"	16.65'
C16	55.00'	124°40'58"	119.69'
C17	55.00'	17°20'29"	16.65'
C21	55.00'	17°20'29"	16.65'
C22	55.00'	124°40'58"	119.69'
C23	55.00'	17°20'29"	16.65'

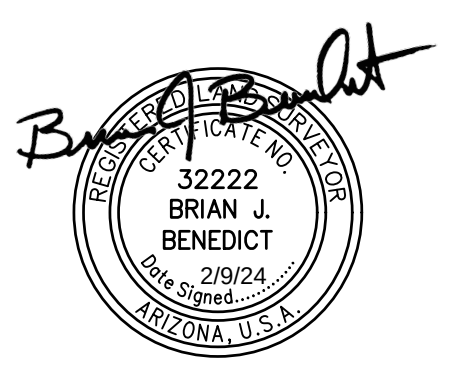
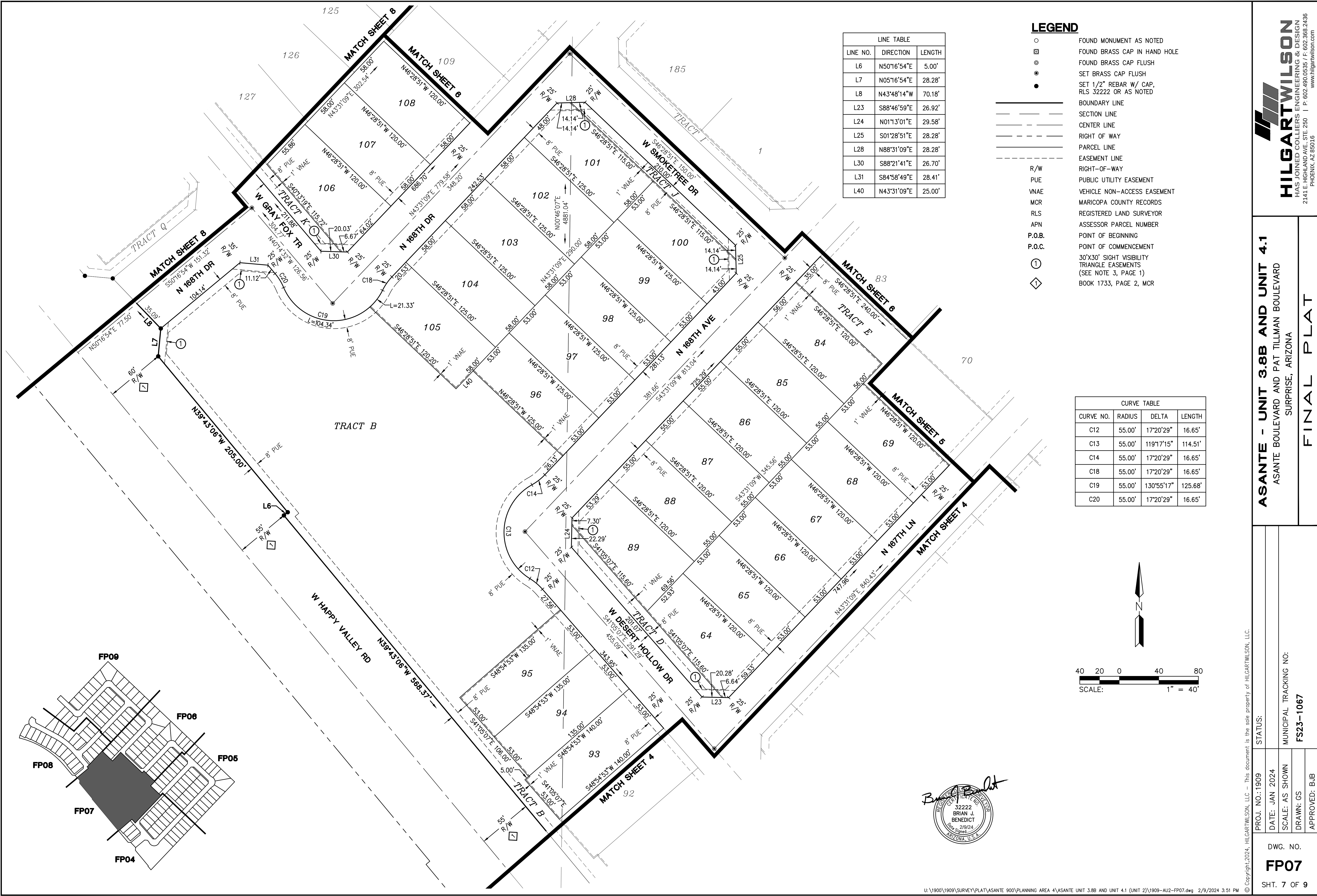
LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L26	N88°31'09"E	28.28'
L27	N88°31'09"E	28.28'
L29	N01°28'51"W	28.28'
L35	S01°28'51"E	28.28'

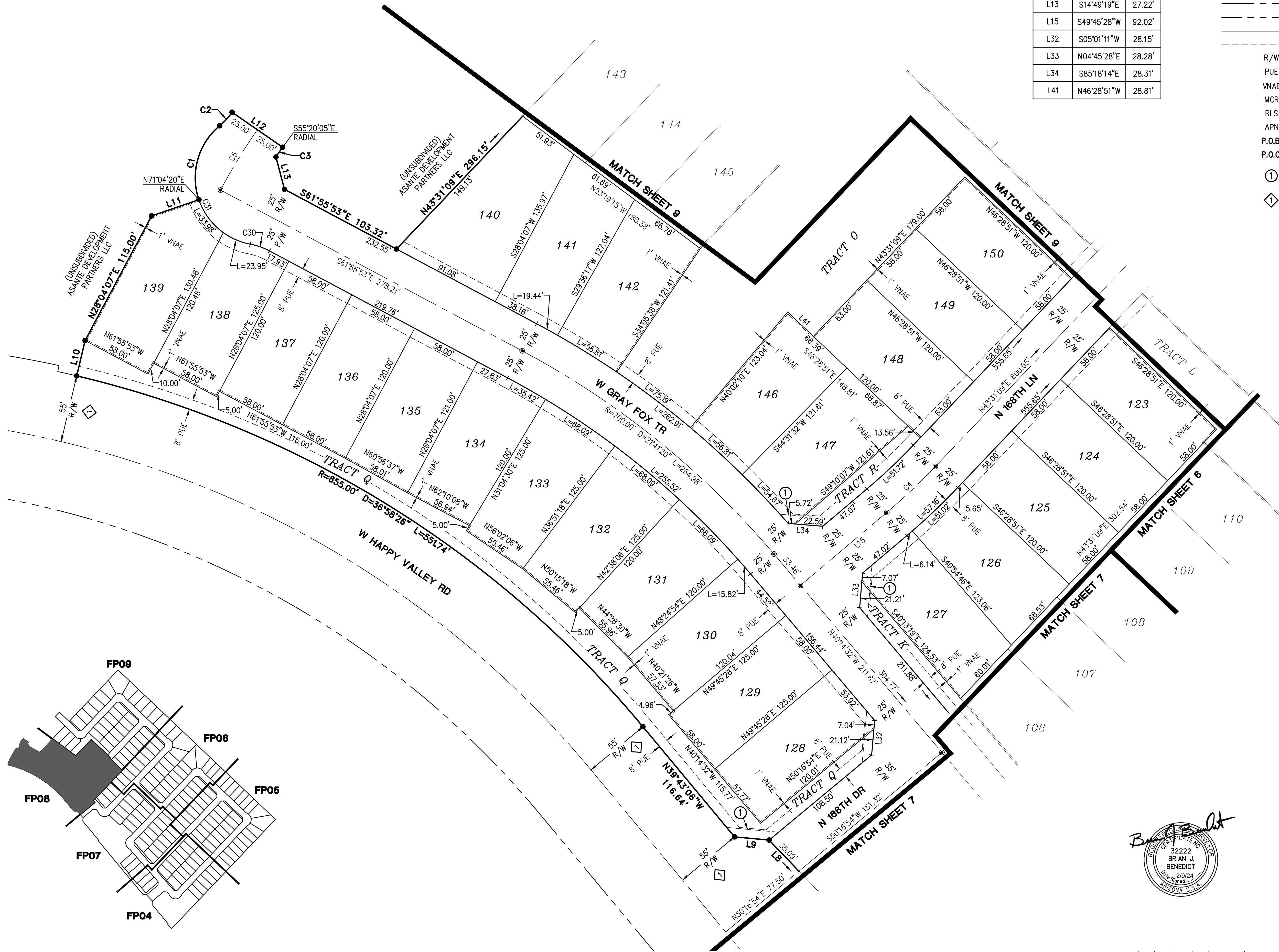
LEGEND

- FOUND MONUMENT AS NOTED
- ⊠ FOUND BRASS CAP IN HAND HOLE
- FOUND BRASS CAP FLUSH
- ⊙ SET BRASS CAP FLUSH
- SET 1/2" REBAR W/ CAP, RLS 32222 OR AS NOTED
- BOUNDARY LINE
- SECTION LINE
- CENTER LINE
- RIGHT OF WAY
- PARCEL LINE
- - - EASEMENT LINE
- - - RIGHT-OF-WAY
- R/W
- PUE PUBLIC UTILITY EASEMENT
- VNAE VEHICLE NON-ACCESS EASEMENT
- MCR MARICOPA COUNTY RECORDS
- RLS REGISTERED LAND SURVEYOR
- APN ASSESSOR PARCEL NUMBER
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- ① 30'X30' SIGHT VISIBILITY TRIANGLE EASEMENTS (SEE NOTE 3, PAGE 1)
- ② BOOK 1733, PAGE 2, MCR



PROJ. NO.: 1909	STATUS:
DATE: JAN 2024	
SCALE: AS SHOWN	MUNICIPAL TRACKING NO:
DRAWN: GS	FS23-1067
APPROVED: BJB	



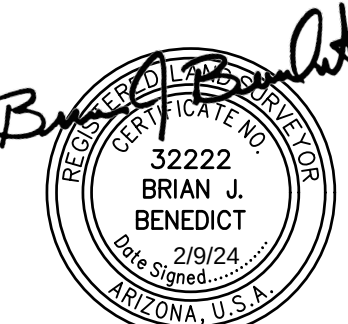
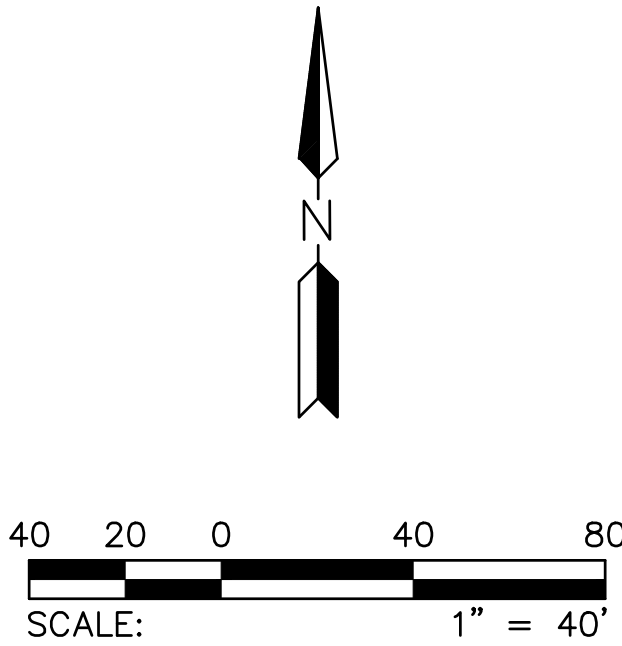


LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L8	N43°48'14"W	70.18'
L9	N84°43'06"W	28.28'
L10	N13°18'29"E	29.56'
L11	N71°04'20"E	40.72'
L12	S55°20'05"E	50.00'
L13	S14°49'19"E	27.22'
L15	S49°45'28"W	92.02'
L32	S05°01'11"W	28.15'
L33	N04°45'28"E	28.28'
L34	S85°18'14"E	28.31'
L41	N46°28'51"W	28.81'

LEGEND

- FOUND MONUMENT AS NOTED
 - ⊗ FOUND BRASS CAP IN HAND HOL
 - ⊙ FOUND BRASS CAP FLUSH
 - SET BRASS CAP FLUSH
 - SET 1/2" REBAR W/ CAP, RLS 32222 OR AS NOTED
 - BOUNDARY LINE
 - SECTION LINE
 - CENTER LINE
 - RIGHT OF WAY
 - PARCEL LINE
 - EASEMENT LINE
 - RIGHT-OF-WAY
 - R/W
 - PUE
 - VNAE
 - MCR
 - RLS
 - APN
 - P.O.B.
 - P.O.C.
 - ①
 - ②
- FOUND MONUMENT AS NOTED
FOUND BRASS CAP IN HAND HOL
FOUND BRASS CAP FLUSH
SET BRASS CAP FLUSH
SET 1/2" REBAR W/ CAP, RLS 32222 OR AS NOTED
BOUNDARY LINE
SECTION LINE
CENTER LINE
RIGHT OF WAY
PARCEL LINE
EASEMENT LINE
RIGHT-OF-WAY
PUBLIC UTILITY EASEMENT
VEHICLE NON-ACCESS EASEMENT
MARICOPA COUNTY RECORDS
REGISTERED LAND SURVEYOR
ASSESSOR PARCEL NUMBER
POINT OF BEGINNING
POINT OF COMMENCEMENT
30'X30' SIGHT VISIBILITY TRIANGLE EASEMENTS (SEE NOTE 3, PAGE 1)
BOOK 1733, PAGE 2, MCR

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C1	55.00'	69°14'03"	66.46'
C2	55.00'	15°38'27"	15.01'
C3	475.00'	1°10'02"	9.68'
C4	500.00'	6°14'18"	54.44'
C5	500.00'	6°35'48"	57.57'
C30	55.00'	17°20'29"	16.65'
C31	55.00'	129°34'44"	124.39'



PROJ. NO.: 1909	STATUS:
DATE: JAN 2024	
SCALE: AS SHOWN	MUNICIPAL TRACKING NO:
DRAWN: GS	FS23-1067
APPROVED: BJB	

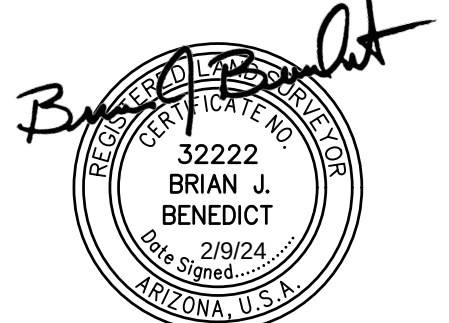
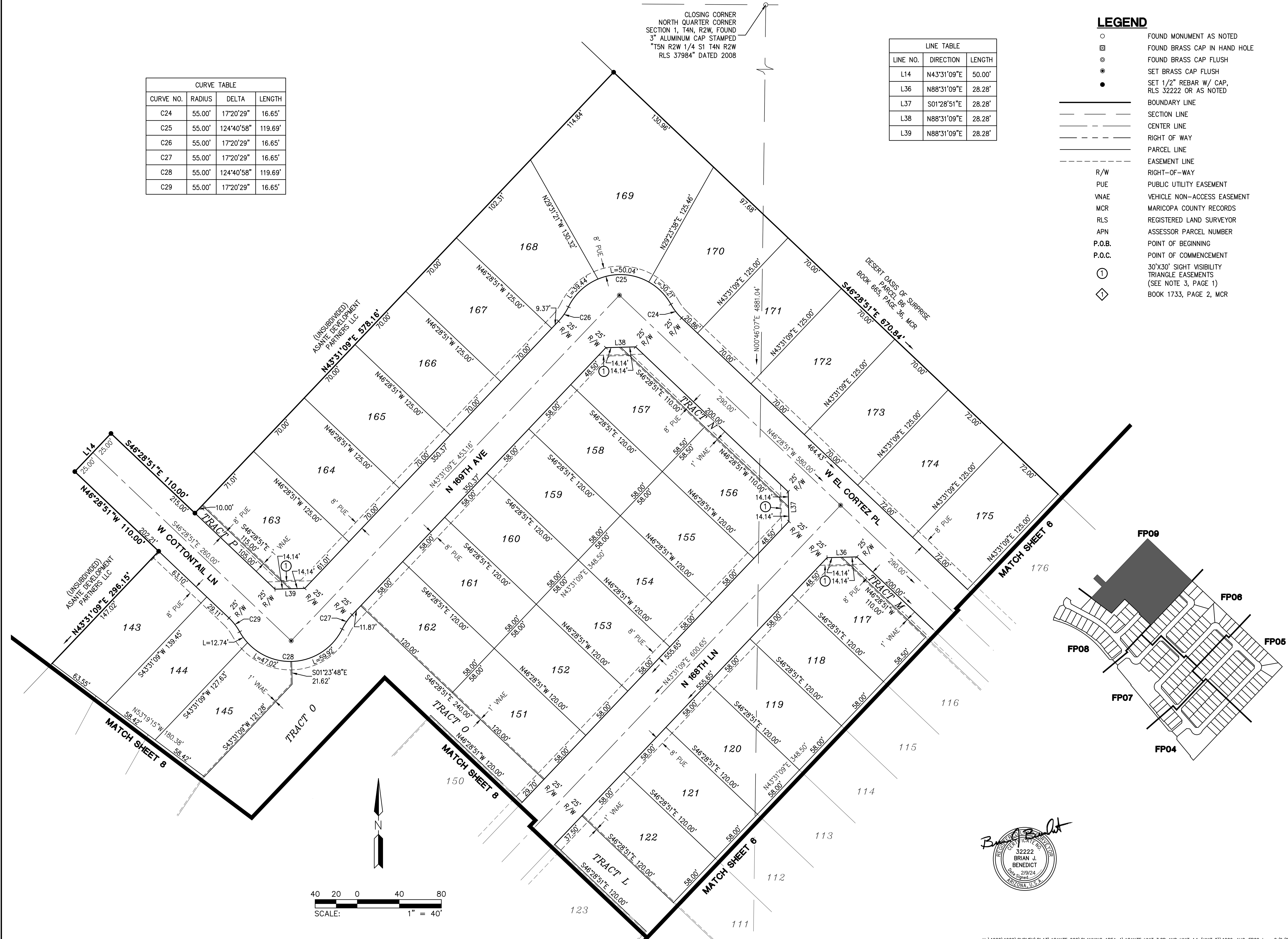
CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C24	55.00'	17°20'29"	16.65'
C25	55.00'	124°40'58"	119.69'
C26	55.00'	17°20'29"	16.65'
C27	55.00'	17°20'29"	16.65'
C28	55.00'	124°40'58"	119.69'
C29	55.00'	17°20'29"	16.65'

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L14	N43°31'09"E	50.00'
L36	N88°31'09"E	28.28'
L37	S01°28'51"E	28.28'
L38	N88°31'09"E	28.28'
L39	N88°31'09"E	28.28'

LEGEND

- FOUND MONUMENT AS NOTED
- ⊠ FOUND BRASS CAP IN HAND HOLE
- FOUND BRASS CAP FLUSH
- ⊙ SET BRASS CAP FLUSH
- SET 1/2" REBAR W/ CAP, RLS 32222 OR AS NOTED
- BOUNDARY LINE
- - - SECTION LINE
- - - CENTER LINE
- - - RIGHT OF WAY
- - - PARCEL LINE
- - - EASEMENT LINE
- - - RIGHT-OF-WAY
- - - PUBLIC UTILITY EASEMENT
- - - VEHICLE NON-ACCESS EASEMENT
- - - MARICOPA COUNTY RECORDS
- - - REGISTERED LAND SURVEYOR
- - - ASSESSOR PARCEL NUMBER
- - - POINT OF BEGINNING
- - - POINT OF COMMENCEMENT
- ① 30'X30' SIGHT VISIBILITY TRIANGLE EASEMENTS (SEE NOTE 3, PAGE 1)
- ① BOOK 1733, PAGE 2, MCR

PROJ. NO.: 1909	STATUS:
DATE: JAN 2024	
SCALE: AS SHOWN	MUNICIPAL TRACKING NO:
DRAWN: GS	FS23-1067
APPROVED: BJB	





**DEPARTMENT OF THE AIR FORCE
AIR EDUCATION AND TRAINING COMMAND**

18 December 2023

Mr. Christopher P. Toale
Director, Community Initiatives Team
56th Fighter Wing
14185 W. Falcon Street
Luke AFB AZ 85309-1629

Ms. Alyssa Carpenter
Administrative Specialist Senior
City of Surprise – Community Development
16000 N Civic Center Plaza
Surprise, AZ 85374

RE: FS23-1032; Asante Planning Area 4 Unit 3.8B and Unit 4.1 (APNs: 503-74-977, 503-74-978)

Dear Ms. Carpenter

Thank you for the opportunity to comment on the final site application for Asante Planning Area 4, Units 3.8B and 4.1. Luke AFB has not previously reviewed a preliminary site plan for this portion of PA 4 and it appears the applicant has only provided a rough draft for the final site plat narrative. The site sits on approximately 46.6 acres and is located at Cottontail Lane and Happy Valley Road in Surprise, AZ. The request is to plat 185 single-family lots. The parcel is located approximately 2.8 miles outside the Luke AFB Aux-1 2004 65 Ldn, “high noise or accident potential zone”, as identified by A.R.S. § 28-8461 and is outside the “territory in the vicinity of a military airport” also defined by A.R.S. § 28-8461. However, the location is unique due to the fact that it lies between the intersection of the “territory in the vicinity of a military airport” for both Luke AFB and Aux-1.

In an effort to promote a more compatible co-existence, Luke AFB follows the guidelines in the Graduated Density Concept (GDC). The GDC proposes, in the absence of a more restrictive state, county or municipal general or comprehensive plan, graduating densities away from the 65 Ldn as follows: a maximum of 2 du/ac from the 65 Ldn to 1/2 mile, a maximum of 4 du/ac from 1/2 to 1 mile, and a maximum of 6 du/ac from 1 to 3 miles. This request for 185 units with a proposed density of 3.97 du/ac meets the GDC.

Since the parcel is located within the “territory in the vicinity of a military airport,” it will be subjected to approximately 170 over flights a day. A strong notification program on the part of the applicant is essential to inform potential occupants about Luke AFB operations.

If you have any questions, please contact Senior Planner, Ms. Jenn Rahn at (623) 856-9981.

Sincerely

TOALE.CHRISTOPHER.P.10396
HER.P.1039696165



Digitally signed by
TOALE.CHRISTOPHER.P.10396
96165
Date: 2023.12.18 08:59:45 -07'00'

CHRISTOPHER P. TOALE

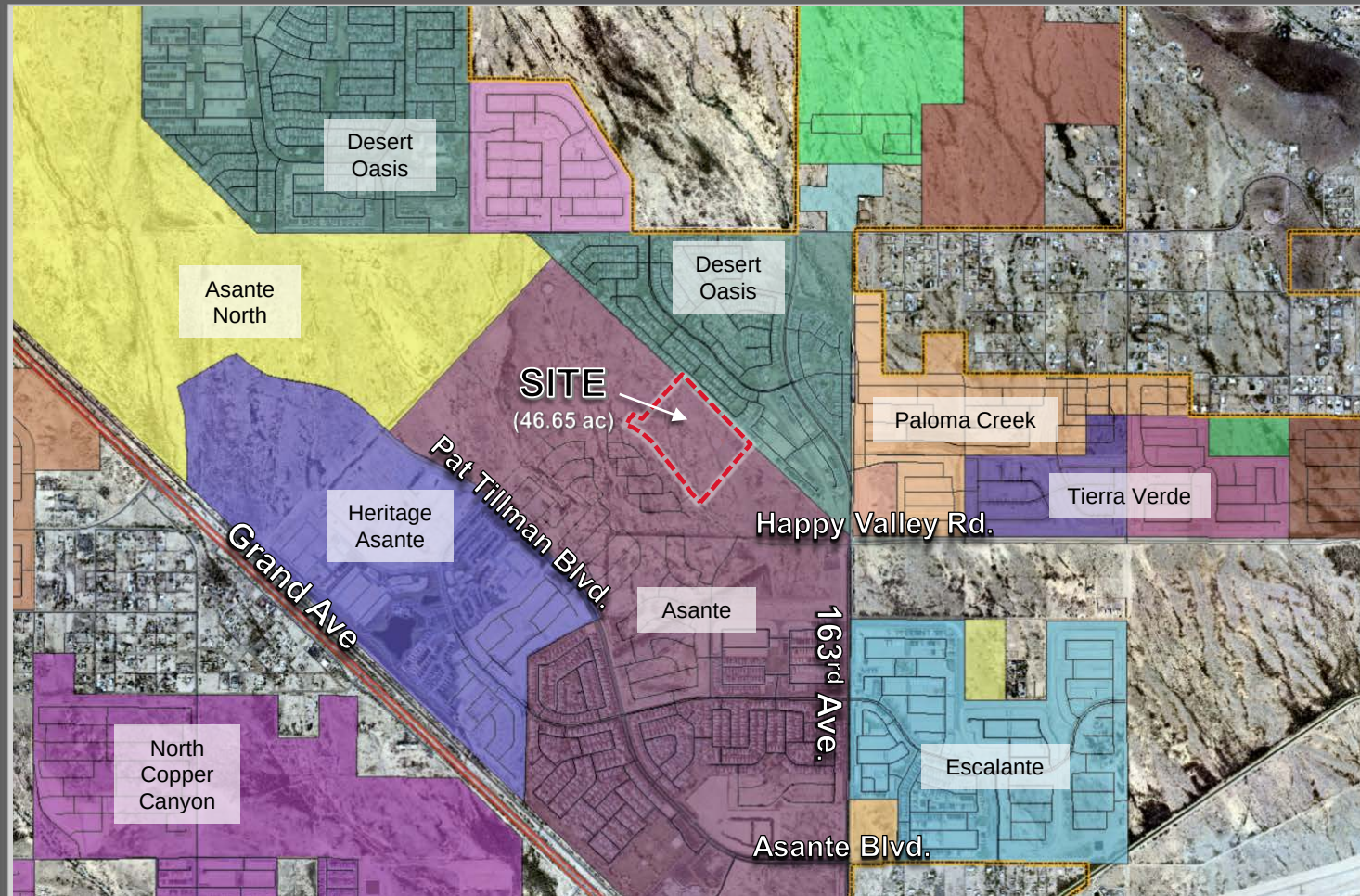
cc:

Colonel Keagan L. McLeese, Deputy Commander, 56th Fighter Wing
Ms. Demetria Themistocles, General Law Attorney, 56th Fighter Wing



FS23-1067
Asante PA 4 Units 3.8B and 4.1
Final Plat

City Council
May 21, 2024





HILGARTWILSON
HAS JOINED COLLIER ENGINEERING & DESIGN
41 E. HIGHLAND AVE., 3RD. FLOOR
CHICAGO, IL 60601
TEL: 312.467.0235 / FAX: 312.467.2426
WWW.HILGARTWILSON.COM

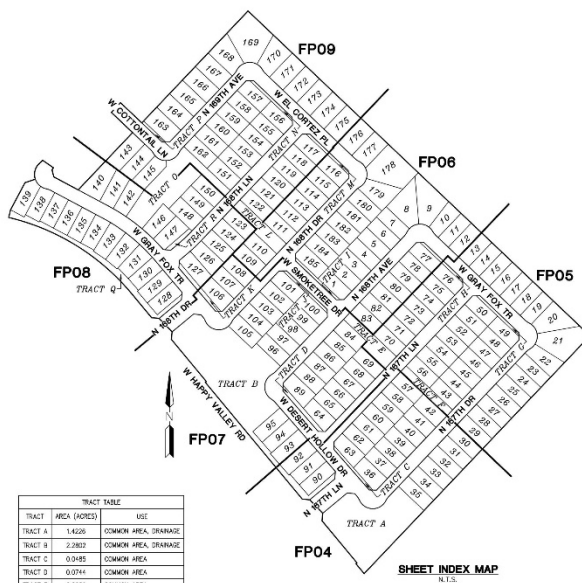
SANTE - UNIT 3.8B AND UNIT 4.1
ASANTE BOULEVARD AND PAT TILLMAN BOULEVARD
SURPRISE, ARIZONA

FINAL PLAT

DWG. NO. **FP03**
 PROJECT NO: 1909
 DATE: JAN 2024
 SCALE: NONE
 DRAWN: GS
 APPROVED: RLH
 STATUS:
 MUNICIPAL TRACKING NO:
FS23-1067

LOT TABLE			LOT TABLE			LOT TABLE			LOT TABLE		
LOT NO.	AREA (SQ/FT)	AREA (ACRES)	LOT NO.	AREA (SQ/FT)	AREA (ACRES)	LOT NO.	AREA (SQ/FT)	AREA (ACRES)	LOT NO.	AREA (SQ/FT)	AREA (ACRES)
LOT - 1	6573	0.106	LOT - 26	6963	0.102	LOT - 51	6300	0.140	LOT - 76	8310	0.149
LOT - 2	6625	0.102	LOT - 27	6963	0.102	LOT - 52	6300	0.140	LOT - 77	8310	0.149
LOT - 3	6625	0.102	LOT - 28	6963	0.102	LOT - 53	6300	0.140	LOT - 78	8300	0.148
LOT - 4	6625	0.102	LOT - 29	6963	0.102	LOT - 54	6300	0.140	LOT - 79	8260	0.146
LOT - 5	6625	0.102	LOT - 30	6963	0.102	LOT - 55	6300	0.140	LOT - 80	8260	0.146
LOT - 6	6625	0.102	LOT - 31	6963	0.102	LOT - 56	6300	0.140	LOT - 81	8360	0.148
LOT - 7	6345	0.103	LOT - 32	6963	0.102	LOT - 57	6300	0.140	LOT - 82	8360	0.148
LOT - 8	7260	0.105	LOT - 33	6963	0.102	LOT - 58	6300	0.140	LOT - 83	8360	0.148
LOT - 9	6647	0.103	LOT - 34	6963	0.102	LOT - 59	6300	0.140	LOT - 84	8220	0.143
LOT - 10	7077	0.102	LOT - 35	6963	0.102	LOT - 60	6300	0.140	LOT - 85	8660	0.155
LOT - 11	6626	0.102	LOT - 36	7063	0.103	LOT - 61	6300	0.140	LOT - 86	8660	0.155
LOT - 12	6626	0.102	LOT - 37	6300	0.140	LOT - 62	6300	0.140	LOT - 87	8660	0.155
LOT - 13	6626	0.102	LOT - 38	6300	0.140	LOT - 63	6300	0.140	LOT - 88	8660	0.155
LOT - 14	6626	0.102	LOT - 39	6300	0.140	LOT - 64	6300	0.140	LOT - 89	8660	0.155
LOT - 15	6626	0.102	LOT - 40	6300	0.140	LOT - 65	6300	0.140	LOT - 90	7154	0.107
LOT - 16	6627	0.102	LOT - 41	6300	0.140	LOT - 66	6300	0.140	LOT - 91	7155	0.107
LOT - 17	6627	0.102	LOT - 42	7184	0.103	LOT - 67	6300	0.140	LOT - 92	8240	0.123
LOT - 18	6627	0.102	LOT - 43	6300	0.140	LOT - 68	6300	0.140	LOT - 93	8240	0.123
LOT - 19	6628	0.101	LOT - 44	6300	0.140	LOT - 69	6300	0.140	LOT - 94	8240	0.123
LOT - 20	11258	0.258	LOT - 45	6300	0.140	LOT - 70	6300	0.140	LOT - 95	7155	0.107
LOT - 21	16049	0.264	LOT - 46	6300	0.140	LOT - 71	6300	0.140	LOT - 96	8625	0.152
LOT - 22	8095	0.139	LOT - 47	6300	0.140	LOT - 72	6300	0.140	LOT - 97	8625	0.152
LOT - 23	6963	0.103	LOT - 48	6300	0.140	LOT - 73	6300	0.140	LOT - 98	8625	0.152
LOT - 24	6963	0.103	LOT - 49	6300	0.140	LOT - 74	6300	0.140	LOT - 99	8625	0.152
LOT - 25	6963	0.103	LOT - 50	6310	0.140	LOT - 75	6300	0.140	LOT - 100	8625	0.152

LOT TABLE			LOT TABLE			LOT TABLE			LOT TABLE		
LOT NO.	AREA (SQFT)	AREA (ACRES)	LOT NO.	AREA (SQFT)	AREA (ACRES)	LOT NO.	AREA (SQFT)	AREA (ACRES)	LOT NO.	AREA (SQFT)	AREA (ACRES)
LOT 108	7222	0.1653	LOT 128	7584	0.1735	LOT 151	8860	0.1998	LOT 178	9000	0.2066
LOT 109	7252	0.1664	LOT 129	7608	0.1745	LOT 152	8860	0.1998	LOT 179	8953	0.1993
LOT 110	7282	0.1675	LOT 130	7632	0.1756	LOT 153	8860	0.1998	LOT 180	8944	0.1990
LOT 114	7304	0.1684	LOT 139	7698	0.1765	LOT 154	8860	0.1998	LOT 179	10588	0.2431
LOT 105	7745	0.1640	LOT 133	7727	0.1625	LOT 155	8860	0.1998	LOT 180	7247	0.1634
LOT 106	7486	0.1717	LOT 135	7471	0.1715	LOT 156	8870	0.1990	LOT 181	7250	0.1644
LOT 107	6942	0.1556	LOT 132	7376	0.1779	LOT 157	8870	0.1990	LOT 182	7200	0.1584
LOT 108	6942	0.1556	LOT 131	7198	0.1570	LOT 158	8870	0.1990	LOT 183	7250	0.1584
LOT 109	6942	0.1556	LOT 134	7255	0.1609	LOT 159	8860	0.1998	LOT 184	7250	0.1584
LOT 110	6962	0.1566	LOT 133	6889	0.1504	LOT 160	8860	0.1998	LOT 185	7200	0.1583
LOT 111	6962	0.1566	LOT 134	6886	0.1508	LOT 161	8860	0.1998			
LOT 112	6962	0.1566	LOT 137	6886	0.1508	LOT 162	8860	0.1998			
LOT 113	6962	0.1566	LOT 138	7133	0.1637	LOT 163	8860	0.2006			
LOT 114	6962	0.1566	LOT 139	7158	0.1573	LOT 164	8860	0.2006			
LOT 116	6962	0.1566	LOT 143	8006	0.1834	LOT 165	8750	0.2006			
LOT 116	7610	0.1690	LOT 141	7760	0.1790	LOT 188	8750	0.2006			
LOT 117	6972	0.1600	LOT 142	7832	0.1752	LOT 189	8750	0.2006			
LOT 118	6962	0.1596	LOT 143	8036	0.1875	LOT 198	10348	0.2325			
LOT 119	6962	0.1596	LOT 144	7624	0.1719	LOT 199	10348	0.2324			
LOT 120	6962	0.1596	LOT 145	7913	0.1975	LOT 175	10104	0.2322			
LOT 121	6962	0.1596	LOT 146	7506	0.1723	LOT 171	8750	0.2006			
LOT 122	6962	0.1596	LOT 147	7641	0.1690	LOT 172	8750	0.2006			
LOT 123	6962	0.1596	LOT 148	7586	0.1738	LOT 173	8750	0.2006			
LOT 124	6962	0.1596	LOT 149	7586	0.1738	LOT 174	8750	0.2006			
LOT 125	6962	0.1596	LOT 150	8898	0.1998	LOT 175	8750	0.2006			



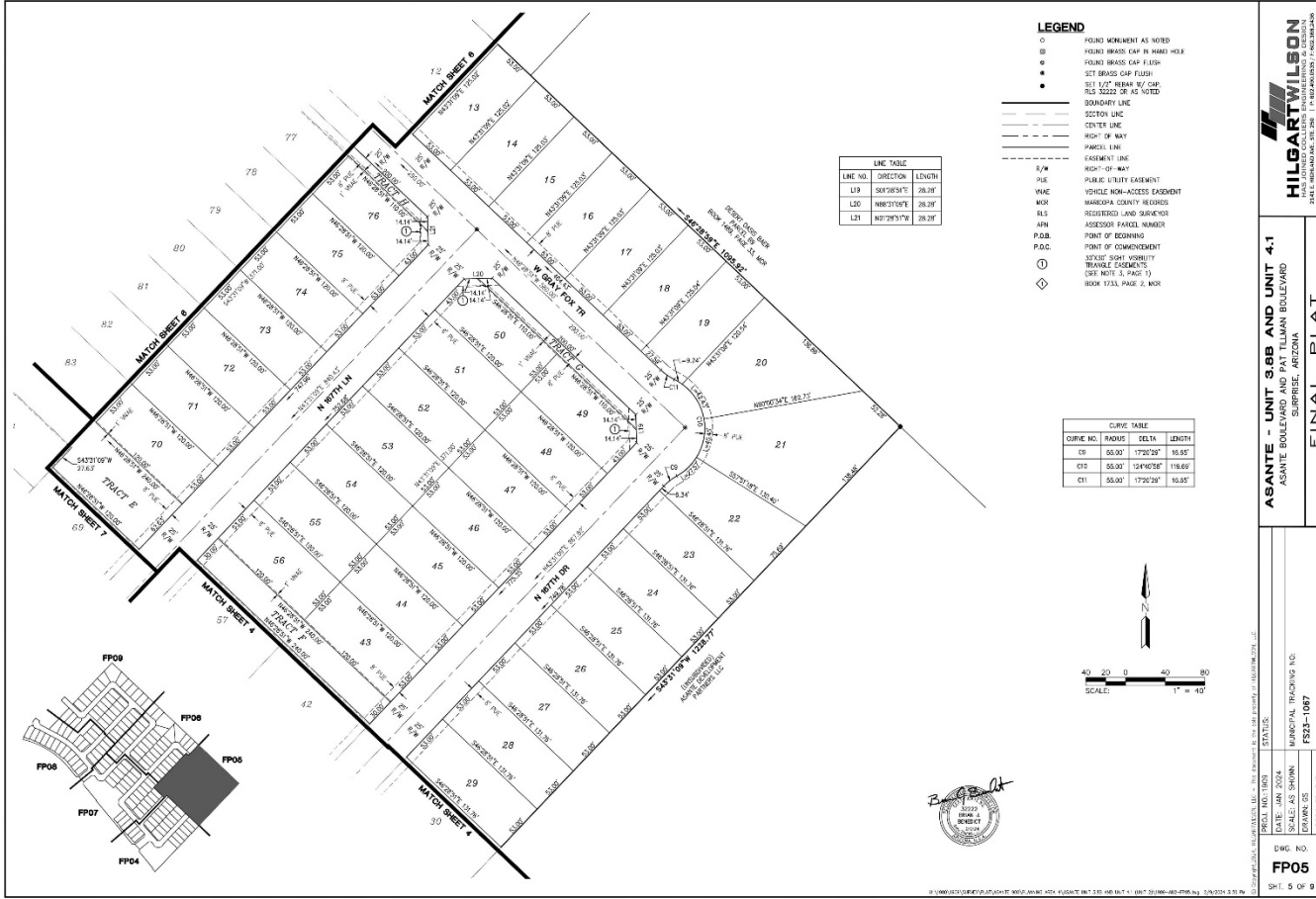
TRACT TABLE		
TRACT	AREA (ACRES)	USE
TRACT A	1.4226	COMMON AREA, DRAINAGE
TRACT B	2.2882	COMMON AREA, DRAINAGE
TRACT C	0.9485	COMMON AREA
TRACT D	0.9744	COMMON AREA
TRACT E	0.2889	COMMON AREA
TRACT F	0.1653	COMMON AREA
TRACT G	0.0482	COMMON AREA
TRACT H	0.0482	COMMON AREA
TRACT I	0.9305	COMMON AREA
TRACT J	0.9305	COMMON AREA
TRACT K	0.3776	COMMON AREA
TRACT L	0.247	COMMON AREA
TRACT M	0.0482	COMMON AREA
TRACT N	0.0482	COMMON AREA
TRACT O	0.8848	COMMON AREA, DRAINAGE
TRACT P	0.0253	COMMON AREA
TRACT Q	0.3773	COMMON AREA
TRACT R	0.0422	COMMON AREA

AREAS

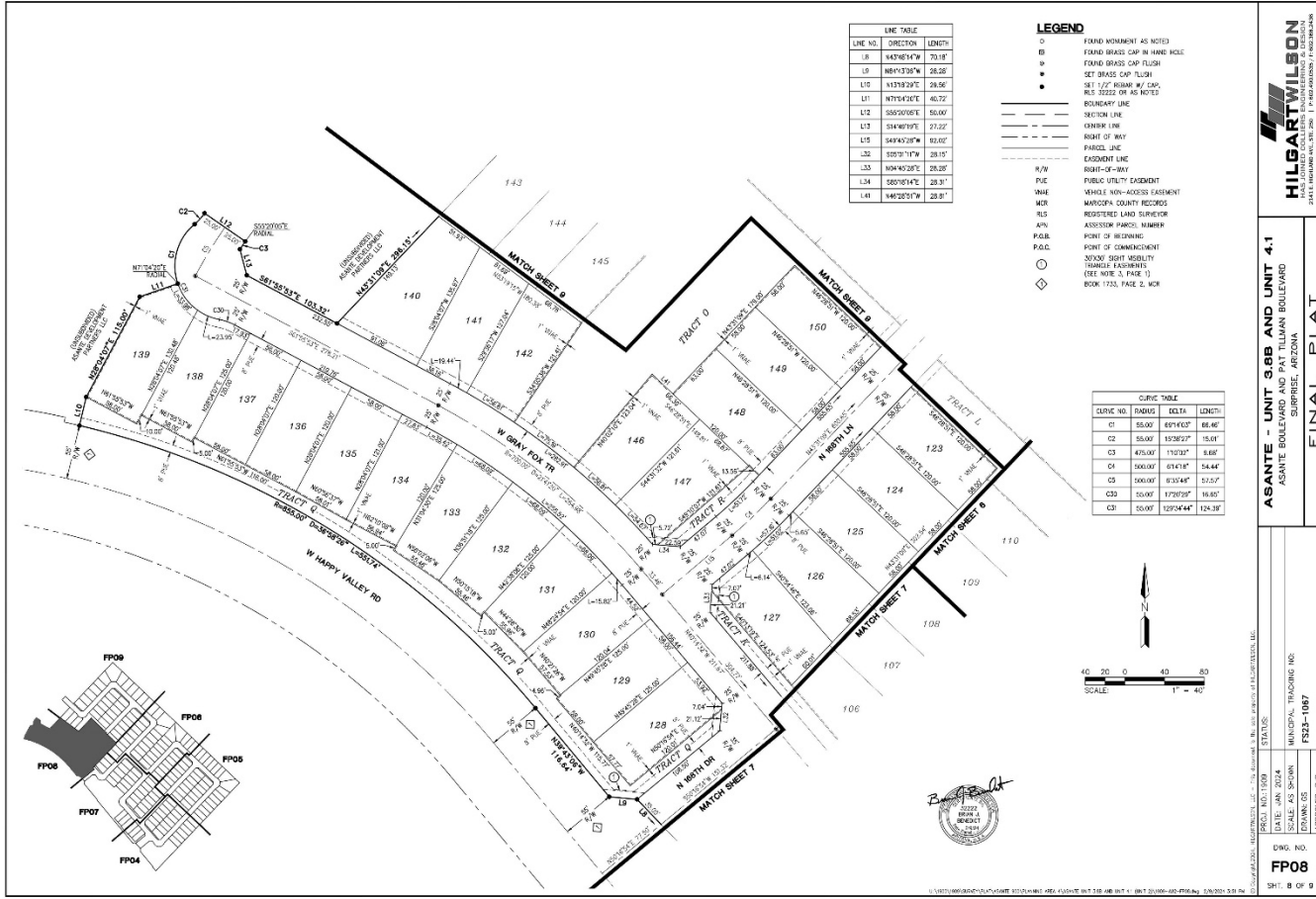
ROW AREA =	403,493 SQ. FT.	9.2629 ACRES
TRACTS A-R AREA =	270,408 SQ. FT.	6.2075 ACRES
LOT AREA =	1,358,274 SQ. FT.	31.1817 ACRES
GROSS AREA =	2,032,968 SQ. FT.	46.6522 ACRES
NET AREA =	1,628,679 SQ. FT.	37.3892 ACRES
DENSITY (GROSS) =	4.0 D.U. / ACRE	
DENSITY (NET) =	4.0 D.U. / ACRE	

1. COMMON AREAS MAY INCLUDE OPEN SPACE, LANDSCAPING, PEDESTRIAN PATHS AND/OR ADVENTURES.
2. SPECIFIC EASEMENTS THAT ARE BEING DEDICATED AS PART OF THIS PLAN ARE FULLY DELINEATED ON THE FOLLOWING SHEETS:
3. THE USES SHOWN IN THE TRACT TABLE ABOVE DO NOT INTEND TO GRANT EASEMENTS THAT ARE BLAMENET IN NATURE OVER THE ENTIRE TRACT.

U:\0005-1379\2 - BUCKLE UP TO SAVE IT - 000528\BuckleUp_JDC's_draft\MTE - MET 3.00.MXD - MET 4.1.0.MXD TO 1029+615+700.dwg 2/2/2004 2:45 PM



FINAL PLAT



FINAL PLAT



ASANTE - UNIT 3.8B AND UNIT 4.1

ASANTE BOULEVARD AND PAT TILLMAN BOULEVARD
SURPRISE, ARIZONA

MURPHY, ALAN

FINAL PLAT

STATUS:

NETNLS24.LLC - 704 600
PROJ. NO.: 1909

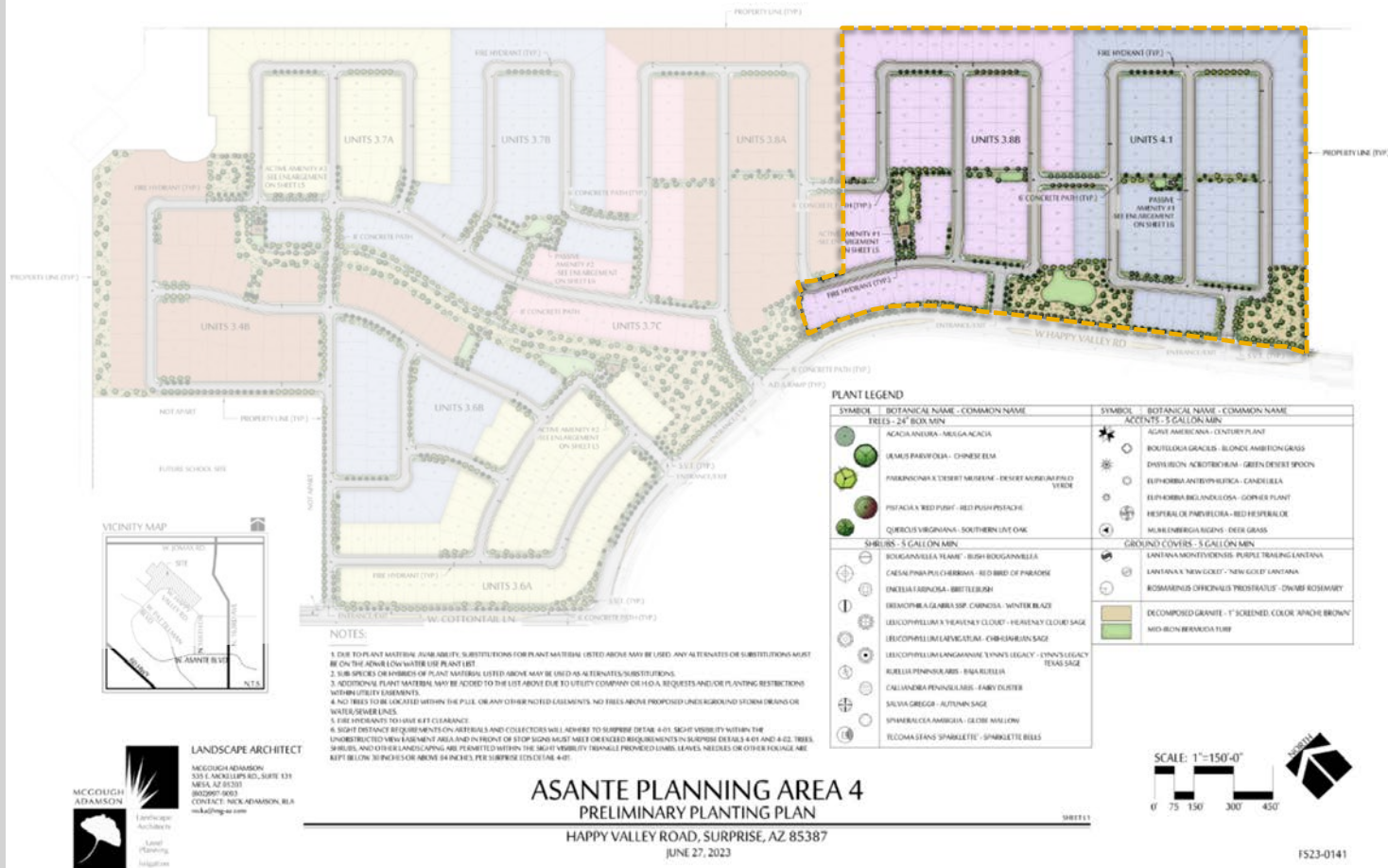
DATE: JAN 2024
SCALE: AS SHOWN

DRAWN: GS
APPROVED: BJB

FPO

OF 9

FINAL PLAT





SURPRISE
ARIZONA

**QUESTIONS OR
COMMENTS?**

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: May 21, 2024
Submitting Department: City Clerk
Staff Recommendations:

Contact Person: Kristi Passarelli, City Clerk
District: District 3

Consent: No	Regular: No	Public Hearing: Yes	Report/Discussion: No
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Agenda Wording:

Consideration and action pertaining to a recommendation to the Arizona Department of Liquor Licenses and Control (DLLC) on Application No. 289807, requested by Joanne Karen Feinstein, for First Watch #1052 for Series 12 Liquor License. First Watch #1052 is located at 16430 W Waddell Road, Surprise, AZ 85204.

Motion:

I move to recommend approval of application No. 289807 to the Arizona Department of Liquor Licenses and Control.

Background:

The City has received an application for a new Series 12 liquor license for First Watch #1052 is located at 16430 W Waddell Road, Surprise, AZ 85204. The City Clerk's Office has posted the appropriate notice as required by law. No written arguments in favor of or opposed to the issuance of the license have been received by the Clerk's Office within the twenty days after the date of posting the notice.

The application has also been disseminated to the Community Development Department, Finance Department, Surprise Police Department, and Surprise Fire and Medical Department for review. Those departments have submitted memoranda which are attached to this item.

Objective Analysis:

Pursuant to state law, the City Council shall enter an order recommending approval or disapproval within sixty days after the filing of the application and shall file a certified copy of the order with the director. If the City Council recommends approval of the license a hearing before the state Liquor License Board is not required unless the director, the board or any aggrieved party requests a hearing on the grounds that the public convenience and the best interest of the community will not be substantially served if a license is issued. If the recommendation is for disapproval, a statement of the specific reasons containing a summary of the testimony or other evidence supporting the recommendation for disapproval shall be attached to the order and the state Liquor License Board will hold a hearing.

Policy Compliant:

The Liquor License process is controlled by state law. The steps taken by the City Clerk's Office and

this public hearing comply with, and fulfill the City's legal obligation under, applicable state law.

Financial Impact:

None

Budget Impact:

None

FTE Impact:

None

ATTACHMENTS:

1. PD - First Watch
 2. Fire - 16430 W Waddell First Watch 1052 Liquor License
 3. Finance - First Watch #1052_16430 W Waddell Road
 4. CD - FIRST WATCH #1052 REPORT
 5. FIRST WATCH MAP
-

S U R P R I S E P O L I C E D E P A R T M E N T
L I Q U O R L I C E N S E A P P L I C A T I O N R E V I E W
F I R S T W A T C H

REFERENCE:

DATE: May 6, 2024

Application Number - 289807
New Series #12 – Restaurant

APPLICANT:

First Watch #1052
16430 W. Waddell Road
Surprise, Arizona 85388

FINDINGS:

- 1) **Evidence concerning the nature of the proposed business, its potential market, and its likely customers.**
First Watch is a brand-new full serve restaurant specializing traditional American breakfast and lunch cuisine. The potential market should be residents of all ages from Surprise and the west valley. There is projected seating for 120 persons, including separate bar seating of 10 persons. There is no live entertainment scheduled.
- 2) **Effect of vehicular traffic in proximity.**
The entire Prasada development on both the north side and south side of Waddell Road, has been engineered to have plenty of ingress and egress locations throughout the entire retail area, which should be sufficient for the area.
- 3) **The history for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant has received a detailed report of such activity at least 20 days before the hearing.**
N/A. New construction.
- 4) **Comparison of hours of operation of the proposed premises to the existing businesses in proximity.**
There are currently approximately 20 First Watch restaurants in the greater Valley, and all are open from 7 AM to 2:30 PM. The only current open business in the North Prasada retail plaza is Portillo's Restaurant (Series 12), and it's open until 11 PM on Friday and Saturday nights, and until 10:30 PM the rest of the week. Across the street to the south at South Prasada retail plaza, there are several newer restaurants with various liquor licenses. They include, OHSO restaurant, which will soon be opened until 10 PM, except for Friday and Saturday evenings, when they will close at midnight. In the general area, brand new Cooper's Hawk Winery and Restaurant (series 12) has the hours of 11 AM to 9 PM every day, with exception of Fridays and Saturdays when they close at 10 PM. Barrio Queen (Series 12) closes most evenings by 10 PM, except for Friday and Saturday nights, when they close at 11 PM. Firebirds Wood Fired Grill in the, also in the immediate vicinity, has similar hours to Barrio Queen. There are several new retail businesses in the expanding Prasada retail area, including fast casual eateries that all close approximately at the same time. Fat Cats Family Entertainment Center (Series 6) is approximately 1,000 feet across the parking lot from OHSO, and is opened from 10 AM to 11 PM every day, except for Friday and Saturday evenings, when they close at midnight. AM to 11 PM every day.

S U R P R I S E P O L I C E D E P A R T M E N T
L I Q U O R L I C E N S E A P P L I C A T I O N R E V I E W
F I R S T W A T C H

5) **Appropriateness of series license requested.**

A series 12 license is appropriate for First Watch, per Arizona state guidelines for restaurants.

Submitted by Officer Chris Tovar #2059



Surprise Fire-Medical Department
14250 W. Statler Plaza Ste. 101
Surprise, AZ 85374-7479
Phone: 623-222-5000
Fax: 623-222-5001



April 24, 2024

To: Charles Vasquez, Deputy City Clerk

From: Keith Tanner, Fire Marshal

Subject: Liquor License Application

Applicant: OHSO Brewery
13448 N Prasada Pkwy

The Surprise Fire-Medical Department has been involved with the pre-construction / plan review process at the above referenced location within the last few months to ensure compliance with the applicable fire codes within the tenant space and building. Since construction work is still ongoing, there are no known fire code violations. Therefore, fire has no comment on the application at this time.

If you have any questions feel free to contact me.

Keith Tanner
Keith Tanner, Fire Marshal
Fire Prevention Division
Surprise Fire-Medical Department



MEMO

Date: 05/06/2024

To: Kristi Passarelli, City Clerk

Charles Vasquez, Deputy City Clerk

From: Mari Lugo, Revenue Supervisor

RE: Liquor License Application – First Watch #1052 - 16430 W Waddell Road

Business License Status:

- ☐ Application link emailed on .
- ☐ License # , current and valid for .
- ☒ Applied for license but is still pending and waiting on customer to provide additional information or documents.



COMMUNITY DEVELOPMENT DEPARTMENT

Date: May 3, 2024
To: Kristi Passarelli, City Clerk
From: Lloyd Abrams, Community Development Director
James Stewart, Zoning Specialist
Re: Liquor License Application for:

Agent, Joanne Karen Feinstein
First Watch #1052
16430 W. Waddell Road
Surprise, Arizona 85204

New Series 12 (New Application - Restaurant)- Application # 289807

The number and series of licenses in close proximity to the subject site are:

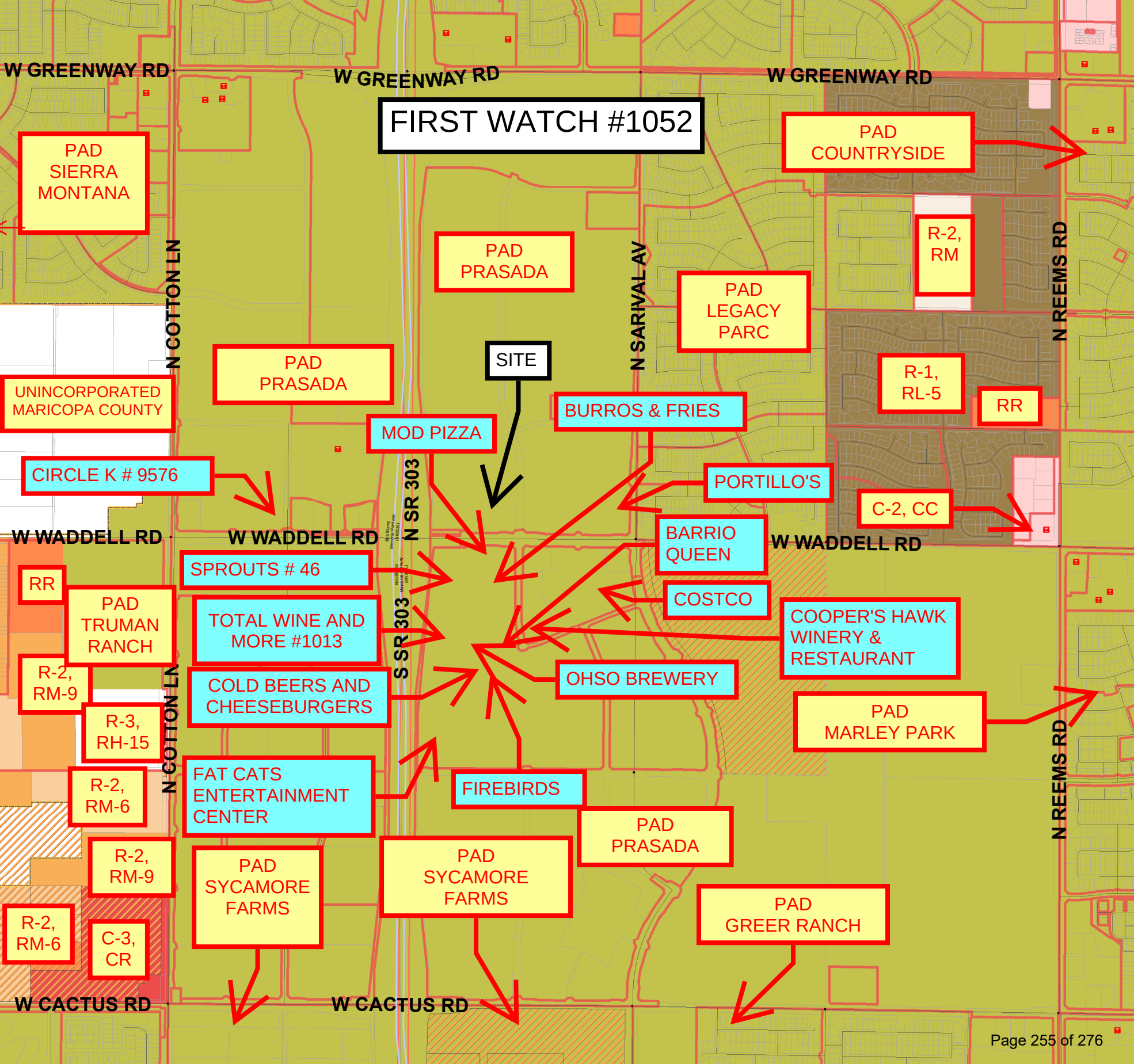
1. Walmart # 5429 (Series 9) – 14111 N. Prasada Gateway Ave.
2. Circle K Store (Series 10) – 16934 W. Waddell Rd. (NEW APPLICATION)
3. CVS Pharmacy # 5530 (Series 9) – 15300 N. Cotton Ln.
4. Fry's Marketplace # 680 (Series 9) – 15215 N. Cotton Ln.
5. 1 Brothers Pizza (Series 12) – 16995 W. Greenway Rd.
6. Frederico's Mexican Food (Series 12) – 16995 W Greenway Rd. #100
7. Ben's Pizza (Series 12) – 16630 W. Greenway Rd. # 326 (EXPIRED)
8. Big Buddha (Series 12) – 16572 W. Greenway Rd. #115
9. CVS Pharmacy # 5477 (Series # 9) – 15474 W Greenway Rd.
10. Barro's Pizza (Series 12) – 15403 W. Greenway Rd. #104
11. Wal-Mart Neighborhood Market # 4218 (Series 9) – 15431 W. Greenway Rd.
12. Walgreens # 7933 (Series 9) – 15514 W. Waddell Rd.
13. 4 Sons Food Store (Series 10) – 15445 W. Waddell Rd.
14. Bashas' # 137 (Series 9) – 15367 W. Waddell Rd.
15. Vogue Bistro (Series 12) – 15411 W. Waddell Rd. # 108
16. ARCO AM/PM (Series 10) – 15433 W. Cactus Rd. (EXPIRED)
17. Portillo's Hot Dogs (Series 12) – 16320 W. Waddell Rd.
18. Costco Wholesale #1375 (Series 09) – 16385 W. Waddell Rd.
19. Cooper's Hawk Winery & Restaurant (Series 12) – 16470 W. Alexandria Wy.
20. Firebirds Wood Fired Grill (Series 12) – 13388 N. Prasada Pkwy.
21. Fat Cats Entertainment Center (Series 6) – 13100 N. Prasada Pkwy.
22. Cold Beers and Cheeseburgers (Series 12) – 13400 N. Prasada Pkwy.
23. Total Wine and More #1013 (Series 9) – 13440 N. Prasada Pkwy.
24. Sprouts Farmers Market # 46 (Series 10) – 13650 N. Prasada Pkwy.
25. MOD Pizza (Series 12) – 13668 N. Prasada Pkwy. # 100
26. Burros & Fries (Series 12) – 13544 N. Prasada Pkwy. #101

- 27. Barrio Queen (Series 12) – 13434 N. Prasada Pkwy.
- 28. Ohso Brewery (Series 12) – 13448 N. Prasada Pkwy. (Pending)

The immediate area is comprised of commercial zoning. The property is zoned PAD, Prasada (Commercial) which is consistent with the proposed use.

Commercial and residential growth is expected.

If managed properly, the effects of granting this liquor license on surrounding residences will be minimal. This license will have little to no affect on parking in the area. Staff believes that granting this liquor license will not directly impact the surrounding business and residential areas in a negative way.





CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: May 21, 2024
Submitting Department: City Clerk
Staff Recommendations:

Contact Person: Kristi Passarelli, City Clerk
District: District 3

Consent: No	Regular: No	Public Hearing: Yes	Report/Discussion: No
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Agenda Wording:

Consideration and action pertaining to a recommendation to the Arizona Department of Liquor Licenses and Control (DLLC) on Application No. 294109, requested by Navayogasingam Thuraisingam, for Ohso Brewery for Series 12 Liquor License. Ohso Brewery is located at 13448 N Prasada Parkway, Surprise, AZ 85388.

Motion:

I move to recommend approval of application No. 294109 to the Arizona Department of Liquor Licenses and Control.

Background:

The City has received an application for a new Series 12 liquor license for Ohso Brewery is located at 13448 N Prasada Parkway, Surprise, AZ 85388. The City Clerk's Office has posted the appropriate notice as required by law. No written arguments in favor of or opposed to the issuance of the license have been received by the Clerk's Office within the twenty days after the date of posting the notice.

The application has also been disseminated to the Community Development Department, Finance Department, Surprise Police Department, and Surprise Fire and Medical Department for review. Those departments have submitted memoranda which are attached to this item.

Objective Analysis:

Pursuant to state law, the City Council shall enter an order recommending approval or disapproval within sixty days after the filing of the application and shall file a certified copy of the order with the director. If the City Council recommends approval of the license a hearing before the state Liquor License Board is not required unless the director, the board or any aggrieved party requests a hearing on the grounds that the public convenience and the best interest of the community will not be substantially served if a license is issued. If the recommendation is for disapproval, a statement of the specific reasons containing a summary of the testimony or other evidence supporting the recommendation for disapproval shall be attached to the order and the state Liquor License Board will hold a hearing.

Policy Compliant:

The Liquor License process is controlled by state law. The steps taken by the City Clerk's Office and

this public hearing comply with, and fulfill the City's legal obligation under, applicable state law.

Financial Impact:

None

Budget Impact:

None

FTE Impact:

None

ATTACHMENTS:

1. PD - OHSO Brewery - Series 12
 2. Fire - 13448 N Prasada Pkwy OHSO Brewery Liquor License
 3. Finance - O.H.S.O Brewery_13448 N Prasada Pkwy
 4. CD - OHSO BREWERY REPORT
 5. OHSO MAP
-

S U R P R I S E P O L I C E D E P A R T M E N T
L I Q U O R L I C E N S E A P P L I C A T I O N R E V I E W

REFERENCE:

DATE: April 25, 2024

Application Number - 2494109
New Series #12 – Restaurant

APPLICANT:

Ohso Brewery
13448 N Prasada Parkway
Surprise, Arizona 85388

FINDINGS:

- 1) **Evidence concerning the nature of the proposed business, its potential market and its likely customers.**
OHSO Brewery is a brand-new full serve restaurant specializing traditional American cuisine. The potential market should be residents of all ages from Surprise and the west valley. There is projected seating for 115 persons, including separate bar seating of 27 persons. There is no live entertainment scheduled, however there will be 16 televisions onsite, as well as two outside ping pong tables along with four cornhole units.
- 2) **Effect of vehicular traffic in proximity.**
The entire Prasada development has been engineered to have plenty of ingress and egress locations throughout the entire retail area, which should be sufficient for the area, including for OHSO.
- 3) **The history for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant has received a detailed report of such activity at least 20 days before the hearing.**
N/A. New construction.
- 4) **Comparison of hours of operation of the proposed premises to the existing businesses in proximity.**
All other local OHSO restaurants in the valley are opened until 10 PM, except for Friday and Saturday evenings, when they close at midnight. In the general area, brand new Cooper's Hawk Winery and Restaurant (series 12) has the hours of 11 AM to 9 PM every day, with exception of Fridays and Saturdays when they close at 10 PM. Barrio Queen (Series 12) closes most evenings by 10 PM, except for Friday and Saturday nights, when they close at 11 PM. Firebirds Wood Fired Grill in the, also in the immediate vicinity, has similar hours to Barrio Queen. There are several new retail businesses in the expanding Prasada retail area, including fast casual eateries that all close approximately at the same time. Fat Cats Family Entertainment Center (Series 6), is approximately 1,000 feet across the parking lot from OHSO, is opened from 10 AM to 11 PM every day.
- 5) **Appropriateness of series license requested.**
A series 12 license is appropriate for OHSO, per Arizona state guidelines for restaurants.

Submitted by Officer Chris Tovar #2059



Surprise Fire-Medical Department
14250 W. Statler Plaza Ste. 101
Surprise, AZ 85374-7479
Phone: 623-222-5000
Fax: 623-222-5001



April 24, 2024

To: Charles Vasquez, Deputy City Clerk

From: Keith Tanner, Fire Marshal

Subject: Liquor License Application

Applicant: OHSO Brewery
13448 N Prasada Pkwy

The Surprise Fire-Medical Department has been involved with the pre-construction / plan review process at the above referenced location within the last few months to ensure compliance with the applicable fire codes within the tenant space and building. Since construction work is still ongoing, there are no known fire code violations. Therefore, fire has no comment on the application at this time.

If you have any questions feel free to contact me.

Keith Tanner
Keith Tanner, Fire Marshal
Fire Prevention Division
Surprise Fire-Medical Department



MEMO

Date: 04/23/2024

To: Kristi Passarelli, City Clerk

Charles Vasquez, Deputy City Clerk

From: Mari Lugo, Revenue Supervisor

RE: Liquor License Application – O.H.S.O Brewery - 13448 N Prasada Pkwy

Business License Status:

- ☐ Application link emailed on .
- ☐ License # , current and valid for .
- ☒ Applied for license but is still pending Fire Medical approval. Fire Inspection will be completed at final as building is under construction .



COMMUNITY DEVELOPMENT DEPARTMENT

Date: May 3, 2024
To: Kristi Passarelli, City Clerk
From: Lloyd Abrams, Community Development Director
James Stewart, Zoning Specialist
Re: Liquor License Application for:

**Agent, Navayogasingam Thuraisingam
Ohso Brewery
13448 N. Prasada Pkwy.
Surprise, Arizona 85388**

Series 12 (New Application - Restaurant)- Application # 294109

The number and series of licenses in close proximity to the subject site are:

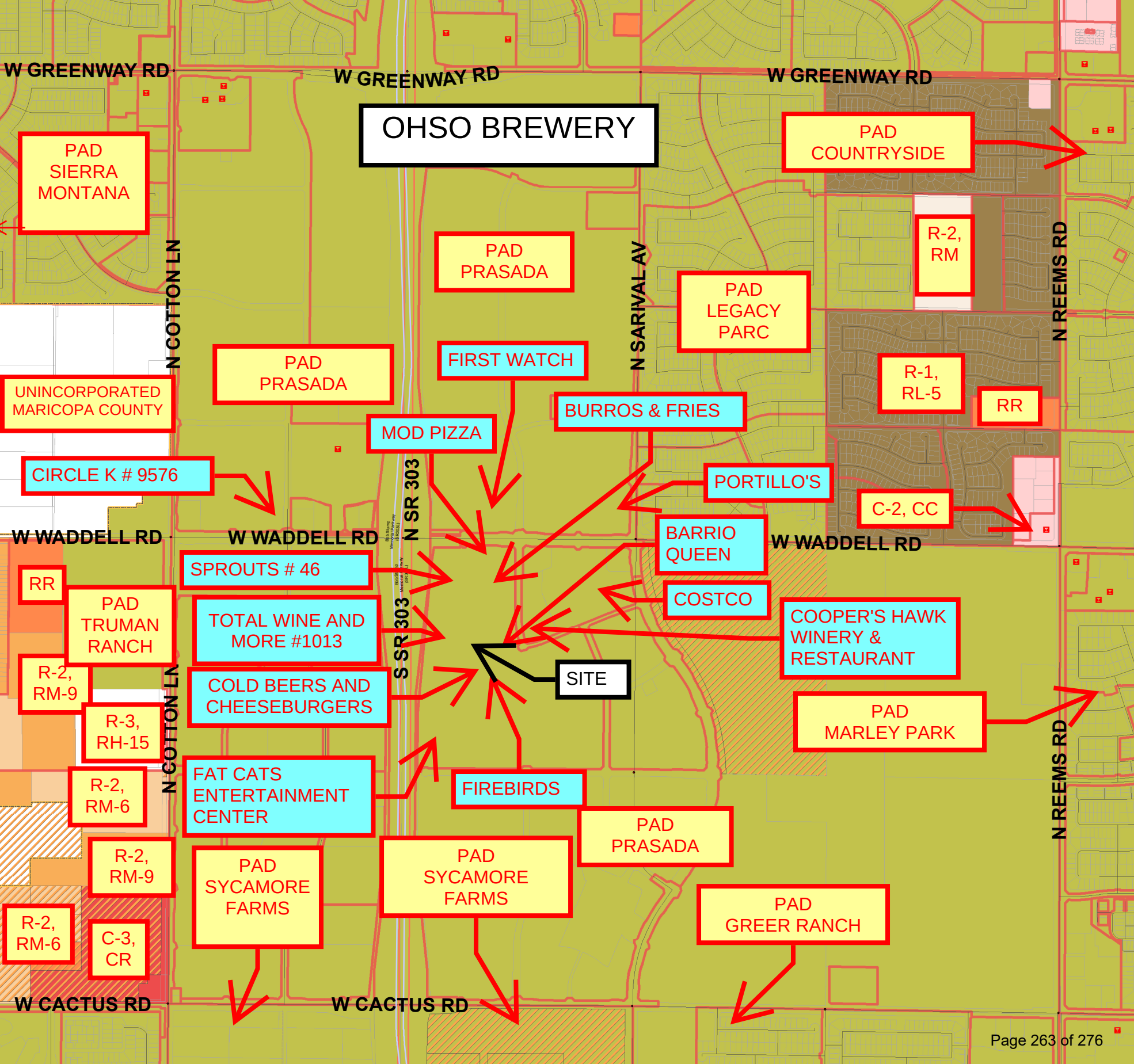
1. Walmart # 5429 (Series 9) – 14111 N. Prasada Gateway Ave.
2. Circle K Store (Series 10) – 16934 W. Waddell Rd. (NEW APPLICATION)
3. CVS Pharmacy # 5530 (Series 9) – 15300 N. Cotton Ln.
4. Fry's Marketplace # 680 (Series 9) – 15215 N. Cotton Ln.
5. 1 Brothers Pizza (Series 12) – 16995 W. Greenway Rd.
6. Frederico's Mexican Food (Series 12) – 16995 W Greenway Rd. #100
7. Ben's Pizza (Series 12) – 16630 W. Greenway Rd. # 326 (EXPIRED)
8. Big Buddha (Series 12) – 16572 W. Greenway Rd. #115
9. CVS Pharmacy # 5477 (Series # 9) – 15474 W Greenway Rd.
10. Barro's Pizza (Series 12) – 15403 W. Greenway Rd. #104
11. Wal-Mart Neighborhood Market # 4218 (Series 9) – 15431 W. Greenway Rd.
12. Walgreens # 7933 (Series 9) – 15514 W. Waddell Rd.
13. 4 Sons Food Store (Series 10) – 15445 W. Waddell Rd.
14. Bashas' # 137 (Series 9) – 15367 W. Waddell Rd.
15. Vogue Bistro (Series 12) – 15411 W. Waddell Rd. # 108
16. ARCO AM/PM (Series 10) – 15433 W. Cactus Rd. (EXPIRED)
17. Portillo's Hot Dogs (Series 12) – 16320 W. Waddell Rd.
18. First Watch #1052 (Series 12) – 16430 W. Waddell Rd. (Pending)
19. Costco Wholesale #1375 (Series 09) – 16385 W. Waddell Rd.
20. Cooper's Hawk Winery & Restaurant (Series 12) – 16470 W. Alexandria Wy.
21. Firebirds Wood Fired Grill (Series 12) – 13388 N. Prasada Pkwy.
22. Fat Cats Entertainment Center (Series 6) – 13100 N. Prasada Pkwy.
23. Cold Beers and Cheeseburgers (Series 12) – 13400 N. Prasada Pkwy
24. Total Wine and More #1013 (Series 9) – 13440 N. Prasada Pkwy.
25. Sprouts Farmers Market # 46 (Series 10) – 13650 N. Prasada Pkwy.
26. MOD Pizza (Series 12) – 13668 N. Prasada Pkwy. # 100

- 27. Burros & Fries (Series 12) – 13544 N. Prasada Pkwy. #101
- 28. Barrio Queen (Series 12) – 13434 N. Prasada Pkwy.

The immediate area is comprised of commercial zoning. The property is zoned PAD, Prasada (Commercial) which is consistent with the proposed use.

Commercial and residential growth is expected.

If managed properly, the effects of granting this liquor license on surrounding residences will be minimal. This license will have little to no affect on parking in the area. Staff believes that granting this liquor license will not directly impact the surrounding business and residential areas in a negative way.





CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: May 21, 2024

Contact Person: Andrea Davis, DIRECTOR -
FINANCE

Submitting Department: Finance

District: Citywide

Staff Recommendations:

Consent: No

Regular: Yes

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to adoption of development impact fees in accordance with the Land Use Assumptions and Infrastructure Improvements Plan adopted by Council on February 20, 2024, and Arizona Revised Statute §9-463.05; Resolution #2024-72.

Motion:

I move to approve Resolution #2024-72.

Background:

On February 21, 2024, the City provided notice of intention to assess development impact fees and released to the public and posted on its website the Land Use Assumptions (LUA) and Infrastructure Improvements Plan (IIP), adopted by Council on February 20, 2024, in accordance with A.R.S. §9-463.05. On April 2, 2024, the City conducted a public hearing on the proposed development fees. In accordance with A.R.S. §9-463.05, within 60 days after the public hearing, the City shall approve or disapprove the imposition of the development fees.

Objective Analysis:

Council's consideration to approve or disapprove the imposition of development impact fees, as published in the Land Use Assumptions (LUA) and Infrastructure Improvements Plan (IIP), adopted by Council on February 20, 2024 and to adopt the Development Impact Fee Schedule resulting from the LUA and IIP, will allow the City to be in compliance with A.R.S. §9-463.05, and to implement the updated development impact fees.

Policy Compliant:

This action is consistent with City and Council policy.

Financial Impact:

The adopted updated development impact fees will become effective August 5, 2024.

Budget Impact:

The updated development impact fees have been incorporated as part of the FY2025 City Budget.

FTE Impact:

This item does not have an impact on current staff levels.

ATTACHMENTS:

1. Notice of Intent and Public Hearing 2.21.24 FINAL
 2. Res 2024-72 Adoption of DIF
-

Notice of Intent and Notice of Public Hearing on Development Impact Fees

Pursuant to Arizona Revised Statutes (A.R.S) § 9-463.05, public notice is hereby given that the City of Surprise intends to assess and discuss changes to development impact fees charged by the City and will hold a public hearing on the proposed development fees at the Regular City Council Meeting on Tuesday, April 2, 2024 at 6:00 p.m. in the Surprise City Council Chambers, 16000 N. Civic Center Plaza Surprise, AZ 85374.

The City Council will approve or disapprove changes to the City's development impact fees at the Regular City Council Meeting on Tuesday, May 21, 2024 at 6:00 p.m. in the Surprise City Council Chambers, 16000 N. Civic Center Plaza Surprise, AZ 85374.

A copy of the Land Use Assumptions (LUA) and Infrastructure Improvements Plan (IIP) adopted by City Council on Tuesday, February 20, 2024 is attached to this notice and also published on the City of Surprise's website at surpriseaz.gov/Notices.

RESOLUTION # 2024-72

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY
OF SURPRISE, ARIZONA, ADOPTING DEVELOPMENT FEES
PURSUANT TO A.R.S. § 9-463.05.**

WHEREAS, in accordance with A.R.S. § 9-463.05(D)(3), the City of Surprise adopted an updated Land Use Assumptions and Infrastructure Improvements Plan by Resolution # 2024-31 on February 20, 2024;

WHEREAS, in accordance with A.R.S. § 9-463.05(C), the City published a notice of intent to assess development impact fees and the Land Use Assumptions/ Infrastructure Improvements Plan adopted pursuant to Section D of A.R.S. § 9-463.05, on February 21, 2024, and a public hearing on development fees was held on April 2, 2024, more than thirty days after the notice of intent and Land Use Assumptions and Infrastructure Improvements Plan was published;

WHEREAS, in accordance with A.R.S. § 9-463.05(C), at least thirty days has elapsed between the public hearing and the adoption of the proposed development fees by this action; and

WHEREAS, the Mayor and Council of the City of Surprise desire to assess development fees to offset costs to the City associated with providing necessary public services to development in accordance with A.R.S. § 9-463.05.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Surprise, Arizona, as follows.

Section 1. The Development Fees set forth in *Exhibit A* are hereby adopted and will become effective August 5, 2024.

APPROVED AND ADOPTED this ____ day of _____, 2024.

Skip Hall, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Robert Wingo, City Attorney

EXHIBIT A

DEVELOPMENT IMPACT FEES

Grandfathered Facilities are Capital Facilities included in an Infrastructure Improvement Plan or other City planning document, and Impact Fee Study prepared pursuant to applicable law prior to June 1, 2011, and constructed through Financing or Debt for which development impact fees were pledged for repayment prior to June 1, 2011. These previously established development impact fees will continue to be assessed and collected until the associated finance and debt is repaid.

The new Development Impact Study establishes the new development impact fees pursuant to ARS §9-463.05.

Therefore, both Grandfathered and New Impact Fees are assessed and due at the time of building permit issuance for each category listed below.

Residential - Fee per Dwelling				
Land Use Type	Parks	Fire	Police	General Government
Single Family Detached	\$1,800	\$1,737	\$581	no change
Multi-Family	\$1,102	\$1,064	\$356	no change
Mobile Home	\$760	\$734	\$245	no change

Nonresidential - Fee per 1,000 sq. ft.				
Land Use Type	Parks	Fire	Police	General Government
Retail/Commercial	\$211	\$2,381	\$1,662	no change
Office	\$324	\$1,141	\$796	no change
Industrial	\$115	\$394	\$275	no change
Warehouse	\$34	\$200	\$140	no change
Public/Institutional	\$203	\$790	\$551	no change

Water System						
Meter Size (inches)	EDUs/ Meter	SPA 1	SPA 2	SPA 3	SPA 4	SPA 5
0.75	1.00	\$5,325	\$5,296	\$3,142	\$2,966	n/a
1.00	1.67	\$8,892	\$8,844	\$5,248	\$4,954	n/a
1.50	3.33	\$17,732	\$17,636	\$10,464	\$9,878	n/a
2.00	5.33	\$28,381	\$28,228	\$16,749	\$15,811	n/a
3.00	10.67	\$56,816	\$56,508	\$33,529	\$31,651	n/a
4.00	16.67	\$88,764	\$88,284	\$52,384	\$49,450	n/a
6.00	33.33	\$177,476	\$176,516	\$104,736	\$98,870	n/a
8.00	53.33	\$283,972	\$282,436	\$167,584	\$158,198	n/a

Water Resource		
Meter Size (Inches)	EDUs/ Meter	SPAs 1 - 5
0.75	1.00	\$3,649
1.00	1.67	\$6,093
1.50	3.33	\$12,150
2.00	5.33	\$19,448
3.00	10.67	\$38,932
4.00	16.67	\$60,824
6.00	33.33	\$121,611
8.00	53.33	\$194,585

Wastewater						
Meter Size (inches)	EDUs/ Meter	SPA 1	SPA 2	SPA 3	SPA 4	SPA 5
0.75	1.00	\$4,481	\$9,003	\$9,108	\$9,190	\$9,190
1.00	1.67	\$7,484	\$15,035	\$15,210	\$15,347	\$15,347
1.50	3.33	\$14,923	\$29,979	\$30,329	\$30,601	\$30,601
2.00	5.33	\$23,886	\$47,984	\$48,544	\$48,981	\$48,981
3.00	10.67	\$47,817	\$96,059	\$97,179	\$98,053	\$98,053
4.00	16.67	\$74,705	\$150,075	\$151,825	\$153,191	\$153,191
6.00	33.33	\$149,365	\$300,060	\$303,560	\$306,289	\$306,289
8.00	53.33	\$238,993	\$480,114	\$485,714	\$490,081	\$490,081

Resolution 2011-149, Effective January 1, 2012; Resolution 2014-59, Effective August 1, 2014; Resolution 2017-38, Effective July 10, 2017; Resolution 2019-61, Effective August 5, 2019; Resolution 2020-57, Effective August 31, 2020, Resolution 2024-72, Effective August 5, 2024.



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: May 21, 2024

Contact Person: Danielle Osborne, HSCV
Administrator

Submitting Department: City Manager Office
Staff Recommendations:

District: Citywide

Consent: No

Regular: Yes

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to the award of the Education Subcommittee Youth Scholarship Program.

Motion:

I move to approve the recommended Youth Scholarship recipients and dollar amounts.

Background:

The Education Subcommittee was created to identify education initiatives and opportunities that support exceptional learning environments to develop a community dedicated to developing skills to build a qualified workforce. The subcommittee created the Surprise Youth Scholarship Program, a scholarship opportunity designed to assist outstanding Surprise students who are planning to attend an accredited college, university, or trade school on a full-time basis in the 2024-2025 scholastic year. Upon approval, awards ranging from \$1,000 - \$5,000 will be paid directly to the students' chosen educational institution for the upcoming school year as long as they are enrolled as full-time students.

Upon review of applications and after interviews with applicants, the subcommittee recommends the following awards:

Lily Sekosky - \$5,000

Merek Galindo - \$4,000

Otis Farjaszewski - \$3,000

Kyriana Lynch - \$3,000

Brooke Wilkins - \$3,000

Dominique Cleveland - \$2,000

Objective Analysis:

To provide an opportunity for Surprise students to receive a scholarship to aid in costs associated with attending a four-year university, a junior college, or a trade school.

Policy Compliant:

This item is consistent with City and Council Policy.

Financial Impact:

If approved, costs associated with this program will not exceed \$20,000.

Budget Impact:

Funds for this program have been approved by the Surprise City Council as part of the FY24 Budget.

FTE Impact:

This item does not have an impact on current staff levels.

ATTACHMENTS:



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: May 21, 2024
Submitting Department: City Manager Office
Staff Recommendations:

Contact Person: Bob Wingenroth, City Manager
District: Citywide

Consent: No	Regular: Yes	Public Hearing: No	Report/Discussion: No
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Agenda Wording:

Consideration and possible action pertaining to providing city facilities such as the City Council Chambers and Public Safety Complex for hosting a neutral candidate forum event.

Motion:

I move to approve/not approve providing city facilities such as the City Council Chambers and Public Safety Complex for use by City Office Candidates to hold a neutral Candidate Forum.

Background:

Councilmember Hastings, seconded by Councilmember Cline, requested that the City Council consider the use of city facilities in order to give City Candidates an opportunity for residents to meet them and learn about them and their platforms. In recent years, the City's Public Safety Complex was used for such Forum. Council Members have noted that in the past, a neutral member of the community, such as the Chamber of Commerce, has facilitated such events.

Objective Analysis:

The cost of providing the facility would involve public safety and audio/video services. A typical event in the Council Chambers would require \$1,500 - \$2,000 in salaries; there is adequate, available budget authority in place.

Policy Compliant:

The use of public facilities for neutral candidate forums is consistent with State Law

Financial Impact:

If approved, available budget authority is in place.

Budget Impact:

Sufficient budget authority is available in the City Manager's Department Budget

FTE Impact:

None

ATTACHMENTS:

1. 9-50014 Use of city or town resources or employees to influence elections prohib
-

Arizona Revised Statutes Annotated
Title 9. Cities and Towns
Chapter 4. General Powers
Article 8. Miscellaneous (Refs & Annos)

A.R.S. § 9-500.14

§ 9-500.14. Use of city or town resources or employees to influence elections; prohibition; civil penalty; definitions

Effective: July 3, 2015

[Currentness](#)

A. A city or town shall not spend or use its resources, including the use or expenditure of monies, accounts, credit, facilities, vehicles, postage, telecommunications, computer hardware and software, web pages, personnel, equipment, materials, buildings or any other thing of value of the city or town, for the purpose of influencing the outcomes of elections. Notwithstanding this section, a city or town may distribute informational pamphlets on a proposed bond election as provided in [§ 35-454](#) if those informational pamphlets present factual information in a neutral manner. Nothing in this section precludes a city or town from reporting on official actions of the governing body.

B. The prohibition on the use of public resources to influence the outcome of bond, budget override and other tax-related elections includes the use of city-focused or town-focused promotional expenditures that occur after an election is called and through election day. This prohibition does not include routine city or town communications.

C. This section does not prohibit the use of city or town resources, including facilities and equipment, for government-sponsored forums or debates if the government sponsor remains impartial and the events are purely informational and provide an equal opportunity to all viewpoints. The rental and use of a public facility by a private person or entity that may lawfully attempt to influence the outcome of an election is permitted if it does not occur at the same time and place as a government-sponsored forum or debate.

D. Employees of a city or town shall not use the authority of their positions to influence the vote or political activities of any subordinate employee.

E. The attorney general or the county attorney of the county in which an alleged violation of this section occurred may initiate a suit in the superior court in the county in which the city or town is located for the purpose of complying with this section.

F. For each violation of this section, the court may impose a civil penalty not to exceed five thousand dollars plus any amount of misused funds subtracted from the city or town budget against a person who knowingly violates or aids another person in violating this section. The person determined to be out of compliance with this section is responsible for the payment of all penalties and misused funds. City or town funds or insurance payments shall not be used to pay these penalties or misused funds. All misused funds collected pursuant to this section shall be returned to the city or town whose funds were misused.

G. Nothing contained in this section shall be construed as denying the civil and political liberties of any employee as guaranteed by the United States and Arizona Constitutions.

H. For the purposes of this section:

1. “Government-sponsored forum or debate” means any event, or part of an event or meeting, in which the government is an official sponsor, which is open to the public or to invited members of the public, and whose purpose is to inform the public about an issue or proposition that is before the voters.
2. “Influencing the outcomes of elections” means supporting or opposing a candidate for nomination or election to public office or the recall of a public officer or supporting or opposing a ballot measure, question or proposition, including any bond, budget or override election and supporting or opposing the circulation of a petition for the recall of a public officer or a petition for a ballot measure, question or proposition in any manner that is not impartial or neutral.
3. “Misused funds” means city or town monies or resources used unlawfully as proscribed by this section.
4. “Routine city or town communications” means messages or advertisements that are germane to the functions of the city or town and that maintain the frequency, scope and distribution consistent with past practices or are necessary for public safety.

Credits

Added by [Laws 1996, Ch. 286, § 1](#). Amended by [Laws 2013, Ch. 88, § 1](#); [Laws 2015, Ch. 296, § 1](#).

[Notes of Decisions \(8\)](#)

A. R. S. § 9-500.14, AZ ST § 9-500.14

Current through legislation of the Second Regular Session of the Fifty-Sixth Legislature (2024), effective as of April 10, 2024.