



CITY OF SURPRISE
Regular City Council Meeting
16000 N. Civic Center Plaza
Surprise, AZ 85374

Tuesday, September 16, 2025 @ 6:00 PM

COUNCIL CHAMBERS

Amended on 9/12/25*

Amended on 9/15/25**

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. Regular City Council Meeting Agenda

CONSENT AGENDA:

- | | | | |
|----|------------|---|--|
| 1. | Internal | Consideration and action to approve the September 2nd, 2025 City Council Work Session, and Regular City Council Meeting Minutes. | Kristi Passarelli
City Clerk |
| 2. | Citywide | *Consideration and action authorizing the City Manager to amend the FY2026 Budget to reinstate P65370 – Waddell Rd. Fiber Optic Connection project and move budget in the amount of \$150,000 and revise the Contract Awarding Authority List to complete the grant funded project. Resolution 2025-111. | Eric Boyles
Transportation |
| 3. | District 1 | Consideration and action on accepting a Drainage Easement from 171 st Avenue & Jomax LLC along 163 rd Avenue and Jomax. | Lloyd Abrams
Community
Development |

REGULAR AGENDA ITEM - PUBLIC HEARING:

- | | | | |
|----|------------|--|---|
| 4. | District 1 | Consideration and action regarding a Comprehensive Sign Program (CSP) for the Asante Trails commerce center, a site generally located on the southwest corner of 163 rd Avenue and Pat Tillman Boulevard. Case #FS24-1519 | Leslie Carnie
Community
Development |
|----|------------|--|---|

REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

- | | | | |
|----|----------|---|-----------|
| 5. | Citywide | *Consideration and action pertaining to approval of Amendment No. 1 to the Intergovernmental Agreement | Adam Lane |
|----|----------|---|-----------|

- | | | | |
|----|----------|---|--|
| | | with Maricopa County for homeless services; amending the Fiscal Year 2026 budget by moving budget in the amount of \$300,000 from General Contingency to the Grants Fund; and revising the Contract Awarding Authority List; Resolution 2025-108. | Human Svcs and Comm Vitality |
| 6. | Citywide | **Consideration and action authorizing the Mayor and Council to accept SPA 2 North Water Tank Turnover and Development Agreement with Lennar Communities Development, LLC. Resolution # 2025-112. | Michael Boule
Water Resource Management |
| 7. | Citywide | Consideration and action pertaining to Resolution 2025-116, reducing the initial business licensing fee and amending the Comprehensive Citywide Fee Schedule. | Sandy Simmons
Finance |

H. 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.

- 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, September 11th, 2025 @ 10:00 AM

* Amended Agenda Posted on Friday, September 12th, 2025 @ 2:00 PM

** Amended Agenda Posted on Monday, September 15th, 2025 @ 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 CLERK@SURPRISEAZ.GOV, BY NO LATER THAN 24 HOURS IN ADVANCE OF THE REGULAR SCHEDULED MEETING TIME.



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: September 16, 2025
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: September 16, 2025
Submitting Department:
Staff Recommendations:

Contact Person:
District: Citywide

Consent: No	Regular: No	Public Hearing: No	Report/Discussion: No
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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: September 16, 2025
Submitting Department: City Clerk
Staff Recommendations:

Contact Person: Kristi Passarelli, City Clerk
District: Internal

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

Consideration and action to approve the September 2nd, 2025 City Council Work Session, and Regular City Council Meeting Minutes.

Motion:

I move to approve the September 2nd, 2025 City Council Work Session, and Regular City Council Meeting Minutes.

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

1. 090225 City Council Work Session Minutes DRAFT
 2. 090225 Regular City Council Meeting Minutes DRAFT
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CITY OF SURPRISE
Regular City Council Work Session
16000 N. Civic Center Plaza
Surprise, AZ 85374
Tuesday, September 2, 2025 @ 4:30 PM
COUNCIL CHAMBERS

A. Call To Order

Mayor Sartor called the City Council Work Session of September 2nd, 2025 to order at 4:30 p.m., located at Surprise City Hall, 16000 N. Civic Center Plaza, Surprise, AZ. 85374.

B. Roll Call

In attendance with Mayor Sartor were Vice Mayor Jack Hastings, Council members Chris Judd, Earle Greenberg, Patrick Duffy, Johnny Melton and Nick Haney.

C. Pledge of Allegiance

Mayor Sartor led in the Pledge of Allegiance.

D. 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 pertaining to the City's business licensing process and fees.

Assistant Director of Community Development Tiffany Copp and Mindy Davis came to present this item. Tiffany talked about the Purpose of Licensing, Standard Business License Time Frames, Reviewing Departments, Public Safety, Business License Process, Business Support, and Business License Fees.

Councilmember Greenberg, asked what the actual cost to the city was for each department to go through them? Andrea said it was between 10-30% of subsidizing the cost to the fee.

Vice-Mayor Hastings, asked about Spark Surprise? Economic Development Director, Jeanine Jerkovic, talked about the purpose of Spark Surprise as a business incubator. She elaborated about the history of the project and its current status; she also talked about the proposed services they hoped to offer. Vice-Mayor Hastings talked about the history of this topic, and asked about the challenges involved with defining business sizes? Assistant City Manager, Andrea Davis, talked about quantifying small businesses and the challenges involved with it, and how it could be subjective. Vice-Mayor Hastings talked about potentially reducing the fees. He asked about potentially eliminating the fee entirely? Andrea said that there is staff time put into processing business licenses, and that there are safety and compliance issues. She talked about the revenue impact and subsequent fiscal impact. Vice-Mayor Hastings asked about location safety? Andrea said that depending on the business they'll coordinate with fire to inspect the location. Vice-Mayor Hastings asked if there was ever anything found in those initial inspections? Acting Deputy City Manager, Brenden Espie, said that they have found items in the past. Vice-Mayor Hastings asked about the potential for people to take advantage of potentially eliminating the fee? Andrea said that it was something to consider.

Councilmember Haney, talked about why he wanted this item and the impact of veterans within the City. He talked about having the current discussion and the benefits of addressing the topic. He talked about the incoming Spark Surprise and the potential future benefits. He talked about the value and purpose in having licenses filed with the City, especially with regards to sober living

homes.

Councilmember Judd, talked about the number of expenses that it takes to start a new small business. He said he would prefer to see a rebate potentially. He said that he didn't want to see free license but to help further nurture growing businesses. He talked about the fiscal impact of reducing the fees.

Councilmember Greenberg, talked about the reasons why small businesses fail. He talked about potentially doing a graduated scale for the size of the businesses.

Councilmember Duffy asked how many start-ups were made last year? Andrea said there were roughly 5500 renewing businesses. Councilmember Duffy talked about the revenue from new businesses, and how he liked lowering the cost of the renewal fee.

Vice-Mayor Hastings, talked about the City competing with other cities. He thanked staff for their work on this item.

Mayor Sartor, talked about adopting a definition of a small business. He talked about having staff dig deeper for further options, and who a rebate would go to.

2. Presentation and discussion regarding the Economic Development Department Strategic Plan

Acting Deputy City Manager, Brenden Espie, introduced this series of discussions and how this would be the first of many updates to the Strategic Plan.

Economic Development Director, Jeanine Jerkovic, came to present this item. She talked about the Mission Statement of the Economic Development Department, Overview, Strategic Properties Alignment, Department Strategic Goals, Key Projects & Initiatives, and Challenges & Opportunities.

Councilmember Melton, talked about staff's efforts to enrich the economy in Surprise.

Councilmember Greenberg, talked about the ED department getting an award for their April 1st video.

Vice-Mayor Hastings, thanked staff for their work at City Center.

Mayor Sartor, talked about the efforts of staff to develop the City.

E. Executive Session

1. Executive Session Items
2. Executive Disclaimer - Part 1
3. Executive Disclaimer - Part 2
4. Executive Disclaimer - Part 3

F. Adjournment

Motion: To Adjourn

Initiated By: Earle Greenberg

Seconded By: Jack Hastings

Yes: Jack Hastings, Patrick Duffy, Chris Judd, Nick Haney, Kevin Sartor, Johnny Melton, Earle

Greenberg
No: None
Abstain: None

Vote Result: Passed

Meeting Adjourned at 5:25 PM

Kevin D. Sartor, 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, September 2, 2025.**

Kristi Passarelli, City Clerk



CITY OF SURPRISE
Regular City Council Meeting
16000 N. Civic Center Plaza
Surprise, AZ 85374
Tuesday, September 2, 2025 @ 6:00 PM
COUNCIL CHAMBERS

A. Call To Order

Mayor Sartor called the Regular Council Meeting of September 2nd, 2025 to order at 6:00 p.m., located at Surprise City Hall, 16000 N. Civic Center Plaza, Surprise, AZ. 85374.

1. Invocation

Garth Wagonmen led in an invocation.

B. Roll Call

In attendance with Mayor Sartor were Vice Mayor Jack Hastings, Council members Chris Judd, Earle Greenberg, Patrick Duffy, Johnny Melton and Nick Haney.

C. Pledge of Allegiance

Freedom Traditional NJHS led in the Pledge of Allegiance.

D. Proclamation and Community Acknowledgements

Mayor Sartor declared that it was library card sign up month. Librarian, Tonya Stuempfl, came to accept the proclamation.

Mayor Sartor acknowledged the Epic Business Networking group and awarded them the Community Champion Award.

E. City Manager Report

2. City Manager sub-text

3. Reports

City Manager, Bob Wigenroth, introduced Parks & Recreation Director, Holly Osborn, to talk about the Swim Lesson Update. Holly introduced Casey Peterson and Paris Johnson. Paris talked about the Importance of Water Safety, Challenges, 5 Key Changes, 2025 results, Wait list Overview, and 2026 Goals.

Vice-Mayor Hastings, talked about the progress that the City has made in swim lessons.

Councilmember Haney, talked about the importance of teaching children to swim and how it can prevent catastrophe.

Holly introduced Shelby Fenwick, she presented the Youth Council Members.

Maddie Mize, Paradise Honors High School

Mila Whit, Shadow Ridge High School

F. City Clerk Report

4. Reports

1. City Clerk Report and brief update on the 2025 Laws that take effect on September 26, 2025.

City Clerk, Kristi Passarelli, and City Attorney, Jeff Murray; came to present this item. They talked about changes to Election law changes. They talked about the 2025 New Laws, City Clerk's Focus, Other Applicable New Laws, HB2666 regarding bots, HB2667 regarding campaign finance, SB1581 regarding reporting dates, SB1153 regarding Write In Candidates, SB1040 for Recall Elections, HB2231 and Open Meeting Law, HB2119 for Business Licenses, SB1378 for HOAs and Political Flags, and other Upcoming Topics.

Vice-Mayor Hastings, talked about the laws coming into effect, and the campaign finance report process.

Councilmember Greenberg, asked about the two tiered tax rates and what they were? Jeff said he would need to research more. Councilmember Greenberg asked if the state has issued guidance for determining bots? Kristi said they were waiting for further guidance from the state. Councilmember Greenberg asked if there was any limits on the size of flag? Jeff said it was broad and it would not supersede HOA standards.

Vice-Mayor Hastings, talked about the process to pass laws.

Mayor Sartor, thanked staff for the update.

G. Regular City Council Meeting Agenda

5. CONSENT AGENDA:

Motion: To Approve
Initiated By: Jack Hastings
Seconded By: Nick Haney

Yes: Jack Hastings, Patrick Duffy, Chris Judd, Nick Haney, Kevin Sartor, Johnny Melton, Earle Greenberg
No: None
Abstain: None

Vote Result: Passed

2. Consideration and action to approve the August 5th, 2025 Regular City Council Meeting Minutes, and August 12th, 2025 Special City Council Meeting Minutes.
3. Consideration and action to approve the Council Meeting Dates set for calendar year 2026.
4. Consideration and Action on accepting a Special Warranty Deed for dedication of Right of Way from Paul Gillaspy on Jomax Road at 157th Avenue.
5. Consideration and Action on accepting a Special Warranty Deed for dedication of Right of Way from TD Residential 10, LLC on Jomax Road near 158th Avenue.
6. Consideration and Action on accepting a Special Warranty Deed for dedication of Right of Way from Carl and Lisa Schaab on Jomax Road near 157th Avenue.
7. Consideration and Action on accepting a Special Warranty Deed for dedication of Right of Way from Carl and Lisa Schaab on Jomax Road near 157th Avenue.

8. Consideration and action pertaining to acceptance of endowment funding from the Maricopa County Community College District Foundation and approval of a Fiscal Year 2026 budget amendment in the amount of \$19,500 for supportive grants for military service members, veterans, and their families; Resolution #2025-105.

6. REGULAR AGENDA ITEM - PUBLIC HEARING:

9. Consideration and action pertaining to a recommendation to the Arizona Department of Liquor Licenses and Control (DLLC) on Application No. 353487, requested by Fakhree Mkiha Chalabee, for Cindy's Mini Market #2 for Series 10 Liquor License. Cindy's Mini Market #2 is located at 15444 Greasewood St, Surprise, AZ 85378.

Motion: To Approve
Initiated By: Johnny Melton
Seconded By: Chris Judd

Yes: Jack Hastings, Patrick Duffy, Chris Judd, Nick Haney, Kevin Sartor, Johnny Melton, Earle Greenberg
No: None
Abstain: None

Vote Result: Passed

10. Consideration and action pertaining to a recommendation to the Arizona Department of Liquor Licenses and Control (DLLC) on Application No. 352173, requested by Maria Danielle Burgess, for Circle K #9596 for Series 10 Liquor License. Circle K #9596 is located at 16180 W Jomax Rd, Surprise, AZ 85387.

Motion: To Approve
Initiated By: Nick Haney
Seconded By: Patrick Duffy

Yes: Jack Hastings, Patrick Duffy, Chris Judd, Nick Haney, Kevin Sartor, Johnny Melton, Earle Greenberg
No: None
Abstain: None

Vote Result: Passed

7. REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

11. Discussion pertaining to the potential division of the Veterans, Disability & Human Services Commission into two commissions with one focusing on veterans and the other on disabilities and human services.

Seth Dyson, came to present this item. He talked about the Veterans, Disability & Human Services Commission (VDHS) Background, Current & Past Initiatives, the current VDHS Commission, potentially splitting the commission, Commission Input. Seth introduced VDHS Chairman Michael Tree. Michael said that they support the idea but were concerned about the timing.

Mayor Sartor, talked about the new position for Veteran Coordinator.

Councilmember Judd asked when the terms start? Seth said that they terms all alternate and there is no official start. Councilmember Judd asked if this was discussion so far? Seth said this

was meant to get direction from council to see how they want to proceed. Councilmember Judd asked if this had 11 members originally? Seth said it did at one point but it is currently down to 7. Councilmember Judd asked when Vet Fest was? Michael said it was April. Councilmember Judd asked when a good time would be to divide the commission? Michael said May 1st would be good. Councilmember Judd said he liked the idea if it was timed out well.

Councilmember Haney, said he doesn't see any reason to not divide up the commission but didn't want to create additional challenges.

Michael talked about the meeting frequency and what would best serve council.

Councilmember Haney, asked if it was being proposed to alternate meetings between commissions monthly? Michael said they were.

Councilmember Greenberg, asked who wanted to be on the new commission from the current? Michael said all of them and that they would need new people. Councilmember Greenberg asked how many positions they would have to fill? Michael said they were still talking about it and it would need to be 7 new people.

Councilmember Duffy, said he was in favor to splitting it and was fine waiting until after Vet Fest.

Vice-Mayor Hastings, said he would like to see the commission to recommend how often they would meet. He said he would like to see a group focus more on disability.

Michael talked about the next steps and how they would have to reapply for positions. He also talked about including active duty service members on the commission as well.

Councilmember Melton, talked about the reason why they were talking about splitting the commissions.

Mayor Sartor, said he agreed with everything said.

Councilmember Haney, said that this was meant to add more opportunities and how the City relies on commissions.

H. Call To The Public

Kayson Snyder, a Surprise Resident, came to talk about traffic at West Acoma and Litchfield Rd.

Quintus Schulzke, a Surprise Resident, came to talk about community engagement and a recent editorial.

Nathan Madden, a Surprise Resident, came to talk about City Business License.

Ruth Feliciano, a Surprise Resident, left a question about an Independent Environmental Impact Study.

Misty Morris, a Wadell Resident, came to talk about the potential Data Center, Project Baccara.

Destiny Hurst, a Surprise Resident, left comments about Project Baccara.

James Ellis, a Surprise Resident, left comments about the First Amendment.

Cheryl Packham, a Surprise Resident, came to talk about Economic Development.

Eric Fowler, a Chandler Resident, came to talk about Business Licenses.

Angel Gomez, a Surprise Resident, came to talk about Project Baccara.

Rebekah Massie, a Surprise Resident, came to talk about her previous experiences.

Alex Christ, a Surprise Resident, came to talk about AI Centers.

Theresa Christensen, a West Valley Resident, came to talk about Childcare.

Kevin James, a Surprise Resident, came to talk about We Ride.

Hollie Tolmachoff, a West Valley Resident, came to talk about Project Baccara.

J. City Council Reports

Councilmember Judd, talked about being at the Project Baccara Meeting, and his experience at the League of Cities.

Councilmember Melton, said he was resuming his community meetings.

Councilmember Duffy, talked about his upcoming meet and greet.

Councilmember Greenberg, talked about his upcoming district meeting.

Councilmember Haney, talked about meeting with local real estate agents, and his previous community meeting. He thanked staff for all their help recently.

Vice-Mayor Hastings talked about Project Baccara .

Mayor Sartor, talked about his experience at the League of Cities.

I. Other Business and Future Agenda Items

Vice-Mayor Hastings asked for an action item to cut the initial fee for business licenses, or other options. Councilmember Haney seconded.

K. Executive Session

8. Executive Session Items

9. Executive Disclaimer - Part 1

10. Executive Disclaimer - Part 2

11. Executive Disclaimer - Part 3

L. Adjournment

Motion: To Adjourn

Initiated By: Nick Haney

Seconded By: Johnny Melton

Yes: Jack Hastings, Patrick Duffy, Chris Judd, Nick Haney, Kevin Sartor, Johnny Melton, Earle Greenberg

No: None

Abstain: None

Vote Result: Passed

Meeting Adjourned at 8:13 PM

Kevin D. Sartor, 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, September 2, 2025.**

Kristi Passarelli, City Clerk



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: September 16, 2025

Contact Person: Eric Boyles, Director -
Transportation

Submitting Department: Transportation

District: Citywide

Staff Recommendations:

Consent: Yes

Regular: Yes

Public Hearing: No

Report/Discussion: No

Agenda Wording:

~~*Consideration and action authorizing the City Manager to amend the FY2026 Budget to reinstate P65370—Waddell Rd. Fiber Optic Connection project and move budget in the amount of \$150,000 and revise the Contract Awarding Authority List to complete the grant funded project. Resolution 2025-111.~~

Motion:

I move to approve resolution 2025-111.

Background:

The Waddell Road Fiber Optic Connection project is funded through the Federal Congestion Mitigation and Air Quality (CMAQ) program and administered by the Arizona Department of Transportation (ADOT). The project will install new conduit, pull boxes, and fiber optic cabling along Waddell Road, between Litchfield Road and Bullard Avenue. Once completed, these upgrades will significantly improve the City's Traffic Management Center, enhancing its ability to efficiently monitor and manage traffic along this corridor.

Under the funding agreement, the City is responsible for:

- Covering all design costs,
- Reimbursing ADOT for administrative expenses, and
- Funding 5.7% of the construction costs.

When the Intergovernmental Agreement (IGA) was approved in FY25, construction costs were anticipated to be lower. However, updated estimates now exceed the budget by approximately \$65,000. Per the agreement, the City is obligated to cover any cost overruns. As the project is still in the design phase and has not yet been bid, cost figures remain preliminary. To address the projected shortfall, the Transportation Department is requesting an additional appropriation of \$150,000 to cover both the anticipated construction cost increase and remaining design expenses.

Objective Analysis:

The objective of these Intelligent Transportation System enhancements along the Waddell Rd. corridor is to more efficiently move, manage and control traffic for the safety of the traveling public.

Policy Compliant:

This action is compliant with City and Council Policy.

Financial Impact:

The City of Surprise secured Congestion Mitigation and Air Quality (CMAQ) funding to cover the majority of the original construction costs for this project. Under the Intergovernmental Agreement (IGA), CMAQ funding will cover 94.3% of the original construction cost estimate, with the City responsible for the remaining 5.7%. At the time of the IGA, construction costs were expected at \$30,743. However, per the IGA, the city is responsible for any cost overruns. The designer's Stage III construction estimate indicates that costs will be approximately \$65,000 higher than originally anticipated, which the City must fully fund. As the project is still in the design phase and final costs are subject to change, the Transportation Department is requesting a total appropriation of **\$150,000** to cover:

- The City's share of the original project costs.
 - All construction cost increases identified to date.
 - Remaining design costs.
-

Budget Impact:

Project P65370 – Waddell Road Fiber Optic Connection will need to be reinstated for FY2026. This will require an amendment to the budget by moving budget authority of \$150,000 from General Contingency to Project P65370. This action represents a transfer of spending authority and will not increase or decrease the total adopted citywide expenditure budget, thus maintaining fiscal integrity while enabling the department to complete this project.

FTE Impact:

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

ATTACHMENTS:

1. 2025-111 IGA ADOT ITS Equip_v2
-

RESOLUTION # 2025-111

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA AMENDING THE FISCAL YEAR 2026 BUDGET BY MOVING BUDGET AUTHORITY OF \$150,000 FROM GENERAL FUND CONTINGENCY TO REESTABLISH PROJECT P65370 WADDELL ROAD FIBER OPTIC CONNECTION TO COVER THE MATCH AND DESIGN REVIEW COSTS AND AMENDING THE FISCAL YEAR 2026 CONTRACT AWARDING AUTHORITY LIST BY INCREASING THE WADDELL ROAD FIBER OPTIC CONNECTION ITEM BY \$150,000.

WHEREAS, the City was awarded a grant through the Maricopa Association of Governments for the Waddell Road Fiber Optic Connection Project;

WHEREAS, the FY2026 budget was adopted without funding for P65370 Waddell Road Fiber Optic Connection;

WHEREAS, the city must provide funding for the required local match and ADOT Project Management and Design Review Costs in the amount of \$150,000;

WHEREAS, The FY2026 budget, including the FY2026 Contract Awarding Authority List, was adopted by Council Resolution #2025-71 on June 3, 2025;

WHEREAS, this action will necessitate a budget amendment;

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

WHEREAS, the City of Surprise Procurement Code §2-338 (d) requires the authority of the Mayor and Council when the cost to the city is greater than \$50,000.

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, 2025, through June 30, 2026.

Section 2. That the statements and schedules attached as *Exhibit B* and incorporated by reference are adopted, amending the Fiscal Year 2026 Contract Awarding Authority List of the City of Surprise, Arizona for the fiscal year July 1, 2025, through June 30, 2026.

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.

APPROVED AND ADOPTED this ____ day of _____, 2026.

Kevin D. Sartor, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Jeffrey Murray, City Attorney

RESOLUTION # 2025-111
Exhibit A

1. Appropriation - The allocation listed below represents a movement of budget authority in the amount of \$150,000 from the Contingency Fund to Project P65370 Waddell Road Fiber Optic Connection. This will reestablish the project and cover the match and increased construction costs associated with an ADOT grant to complete one mile of ITS conduit and fiber optic cable along Waddell Road between Litchfield Road and Bullard Avenue. 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
Contingency	General Operations	Contingency	E	78,797,000	(150,000)	78,647,000
General Capital Projects Fund	Transportation	#P65370 Waddell Road Fiber Optic Connection	E	-	150,000	150,000
Expense Total				78,797,000	-	78,797,000
Revenue Total				-	-	-

RESOLUTION # 2025-111
Exhibit B

1. Contract Awarding Authority List –The additional amount will reinstate the project and cover the match, ADOT project management and design review costs to complete one mile of ITS conduit and fiber optic cable along Waddell Road between Litchfield Road and Bullard Avenue.

Reference #	Description	Current Amount	Increase/ (Decrease)	Amended Amount
26345	Waddell Road Fiber Optic Connection	\$-	\$150,000	\$150,000



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: September 16, 2025

Contact Person: Lloyd Abrams, Director -
Community Development

Submitting Department: Community Development District: District 1

Staff Recommendations:

Consent: Yes

Regular: No

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action on accepting a Drainage Easement from 171st Avenue & Jomax LLC along 163rd Avenue and Jomax.

Motion:

I move to approve accepting a Drainage Easement from 171st Avenue & Jomax LLC.

Background:

In 2023, the City of Surprise residents approved the G. O. Bond for several projects. One of those projects was the improvement of 163rd Avenue north of Grand. With ongoing development, the City identified the need to improve access into this area. The Drainage Easement being dedicated is needed in association with the road improvements being done along 163rd Avenue that will allow the City to expand 163rd avenue to 3 southbound lanes.

Objective Analysis:

As this area continues to develop, additional lanes and associated drainage easements are needed to handle the increase in traffic and rain occurrence run-off.

Policy Compliant:

Approval of this item is policy compliant.

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:

This project is part of the 2023 G. O. BONDS. The drainage easement is needed to support the expansion of 163rd Avenue and the roadway network that feeds into 163rd Avenue from Jomax Road.

The City will plan for future operation and maintenance when the drainage easement is in place.

FTE Impact:

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

ATTACHMENTS:

1. 171st Avenue & Jomax LLC DE correct front page
 2. 171st Avenue_Jomax Drainage Easement- CC 09.16.25
-

WHEN RECORDED, RETURN TO:

City Clerk
City of Surprise
16000 N. Civic Center Plaza
Surprise, AZ 85374

DRAINAGE EASEMENT

This Drainage Easement (the “Easement”) is executed this ____ day of _____, 2025, by and between 171st Avenue & Jomax L.L.C., an Arizona Limited Liability (“Grantor”), and the City of Surprise, an Arizona municipal corporation (“Grantee”).

RECITALS

- A. Grantor is the fee title owner of a parcel of land as described in Maricopa County, Arizona located in the Northeast Quarter of Section 1, Township 4 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.
- B. Grantee desires to acquire from Grantor and Grantor desires to grant to Grantee an exclusive drainage easement over, under and across a portion (the “Easement Area”) of the above-mentioned Grantor’s property. The Easement Area is legally described in Exhibit “A” and depicted on Exhibit “B”.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the purpose set forth in the foregoing Recitals which are incorporated herein by reference, the parties hereto agree as follows:

- 1. Easements. Grantor hereby grants and conveys to Grantee, its successors and assigns, an easement over the Easement Area for drainage purposes. Grantor shall not erect or construct or permit to be erected or constructed any structure within the Easement Area. Grantor may make use of the Easement Area so long as such use does not unreasonably interfere with the purposes of this Easement – namely to receive, accept, handle, control, and contain drainage from adjacent streets and roadways.
- 2. Not a Public Dedication. Other than the grant of this Easement for drainage purposes, nothing contained in this Easement shall be deemed to be a conveyance or dedication of any portion of the Easement Area to the general public.

3. Miscellaneous. Headings in this Easement are for convenience only and shall not define or limit the provisions hereof. This Easement shall be construed according to its ordinary meaning and shall not be strictly construed for and against Grantor or Grantee. This Easement shall be governed by the laws of the State of Arizona. Should any term, provision, covenant, or condition of this Easement be void, invalid, or inoperative, the same shall not affect any other term, provision, covenant, or condition of this Easement, but the remainder thereof shall be effective as though such void, invalid, or inoperative term, provision, covenant, or condition had not been contained herein.
4. Termination. This Easement shall remain in place until the underlying property encumbered by this Easement and/or the lots adjacent thereto and associated with this Easement are developed and otherwise capture, control, and account for the necessary onsite and/or offsite drainage from the adjacent streets and roadways. At the time Grantor, or its successors and assigns, receives an approved grading and drainage permit from the City, Grantor shall provide Grantee with sixty (60) days' written notice to vacate the Easement Area. Upon Grantee vacating the Easement Area, this Easement shall terminate without further action by the Grantee.

IN WITNESS WHEREOF, the parties hereto have executed this Declaration as of the date above written.

GRANTOR: 171st Avenue & Jomax L.L.C.,
an Arizona Limited Liability Company

By: RMT PROPERTY, INC.
CALIFORNIA CORPORATION

Its: MANAGER

By: [Signature]
WILSON GOO
Its PRESIDENT

STATE OF ARIZONA)
) SS.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 202_, by _____ and _____ known by me as Grantor and owners of the subject property.

*Please see attached California Acknowledgment
PBBW
6/26/25*

ACKNOWLEDGMENT

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 Los Angeles

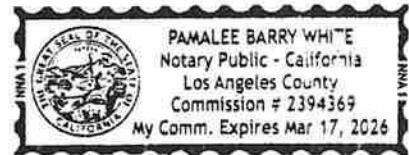
On June 26, 2025 before me, Pamalee Barry White, Notary Public
(insert name and title of the officer)

personally appeared Wilson Gee
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 Pamalee Barry White (Seal)



GRANTEE:

City of Surprise, an Arizona municipal
corporation

By: _____

Kevin Sartor

Its: Mayor

STATE OF ARIZONA)
) SS.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____,
202_, by _____, known by me as the Mayor of the City of Surprise, an Arizona
municipal corporation.

EXHIBIT "A"

DESCRIPTION

TEMPORARY DRAINAGE EASEMENT DEDICATION

A portion of Parcel B3 of "DESERT OASIS of SURPRISE BAER PARCEL MAP OF DEDICATION" as recorded in Book 666, Page 08, records of Maricopa County, Arizona, being located in the Northeast Quarter of Section 1, Township 4 North, Range 2 West of the Gila and Salt River Meridian, City of Surprise, Maricopa County, Arizona, described as follows:

BEGINNING at the most southerly southeast corner of said Parcel B3;

Thence along the south line of said Parcel North 80°01'30" West 75.00 feet;

Thence departing said line North 09°58'30" East 219.18 feet;

Thence South 80°38'03" East feet to a point on the east line of said Parcel being a point on a non-tangent curve, concave westerly, the center of which lies North 80°38'03" West 2835.00 feet;

Thence southerly along the east line of said Parcel and along the arc of said curve through a central angle of 00°36'33" a distance of 30.15 feet;

Thence continuing along said east line South 09°58'30" West 170.04 feet to the beginning of a tangent curve, concave northwesterly, having a radius of 20.00 feet;

Thence southwesterly continuing along said line and along the arc of said curve through a central angle of 90°00'00" a distance of 31.42 feet to the POINT OF BEGINNING.

Containing 0.48 acres, more or less.

Attached is EXHIBIT "B" and by this reference is made a part hereof.

End of description



EXHIBIT "B"

171st AVE. & JOMAX LLC
PARCEL B3
"DESERT OASIS of SURPRISE"
BAER PARCEL MAP OF DEDICATION"
BOOK 666, PAGE 08 M.C.R.
APN 503-73-172

CURVE TABLE			
CURVE	Δ	RADIUS	LENGTH
C1	00° 36' 33"	2835.00'	30.15'
C2	90° 00' 00"	20.00'	31.42'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N80° 01' 30" W	75.00'
L2	N09° 58' 30" E	219.18'
L3	S80° 38' 03" E	94.85'
L4	S09° 58' 30" W	170.04'

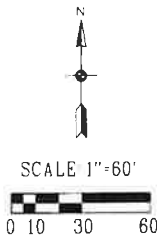
LEGEND	
POB	POINT OF BEGINNING
M.C.R.	MARICOPA COUNTY RECORDER
APN	ASSESSOR PARCEL NUMBER
TDE	TEMPORARY DRAINAGE AREA
	TDE DEDICATION AREA-0.48 ACRES

DESERT MOON WAY

POB MOST SOUTHERLY SOUTHEAST
CORNER OF PARCEL B3

163rd AVENUE

BASIS OF BEARINGS
Maricopa County Low Distortion Projection
Linear unit: International foot
Geodetic Datum: NAD 1983
Projection type: Lambert Conformal Conic
(single parallel)
Latitude of origin: 33° 15' 00" N
Central meridian: 112° 15' 00" W
False northing: 1,500,000.000 ft
False easting: 2,500,000.000 ft
Standard parallel scale: 1.000045 (exact)



TEMPORARY DRAINAGE
EASEMENT DEDICATION



CITY OF SURPRISE
LAND SURVEY DEPARTMENT

PROJECT • 23021

DRAWN BY RCD

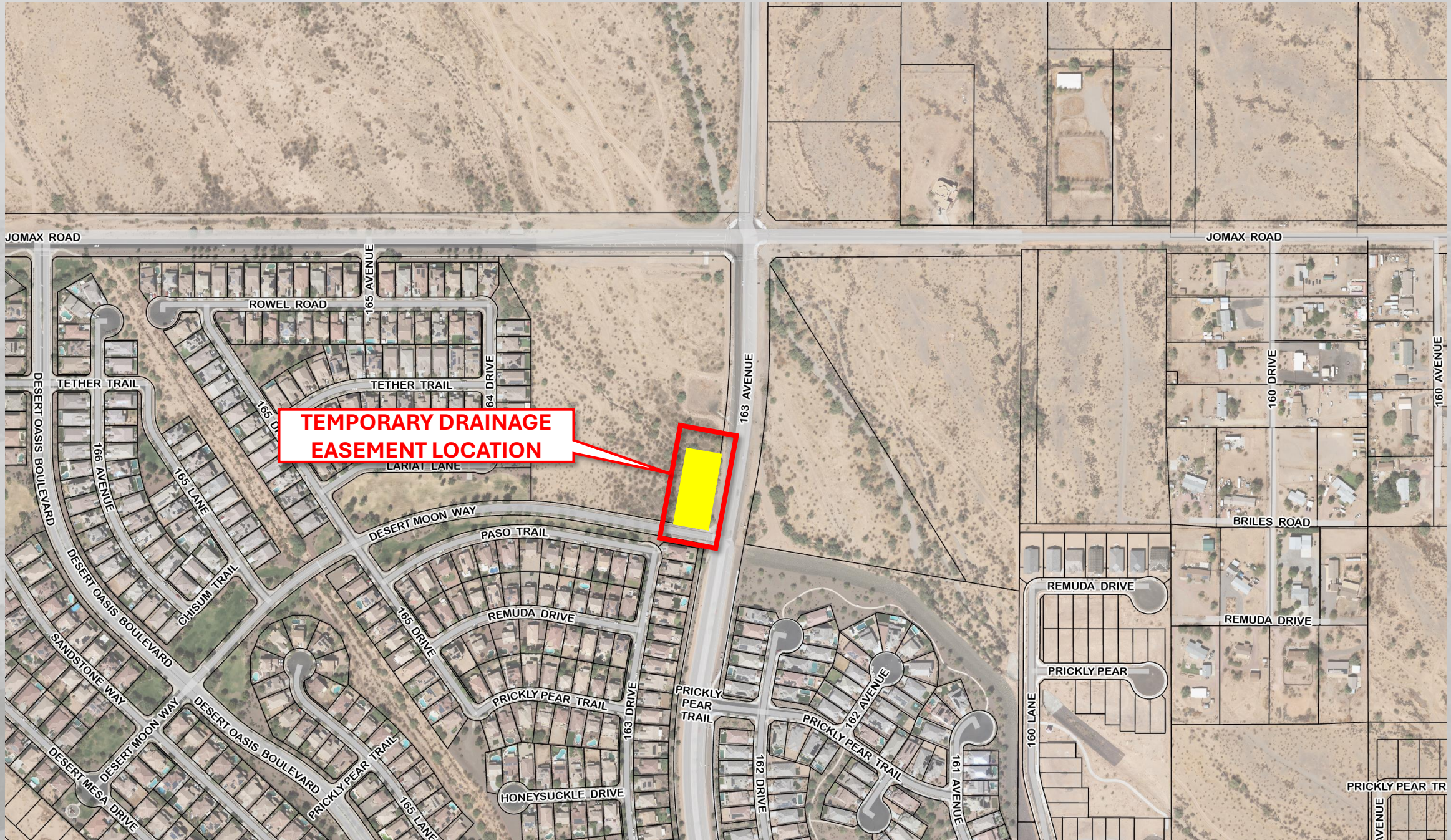
DATE 07-01-24

SHEET 1 OF 1

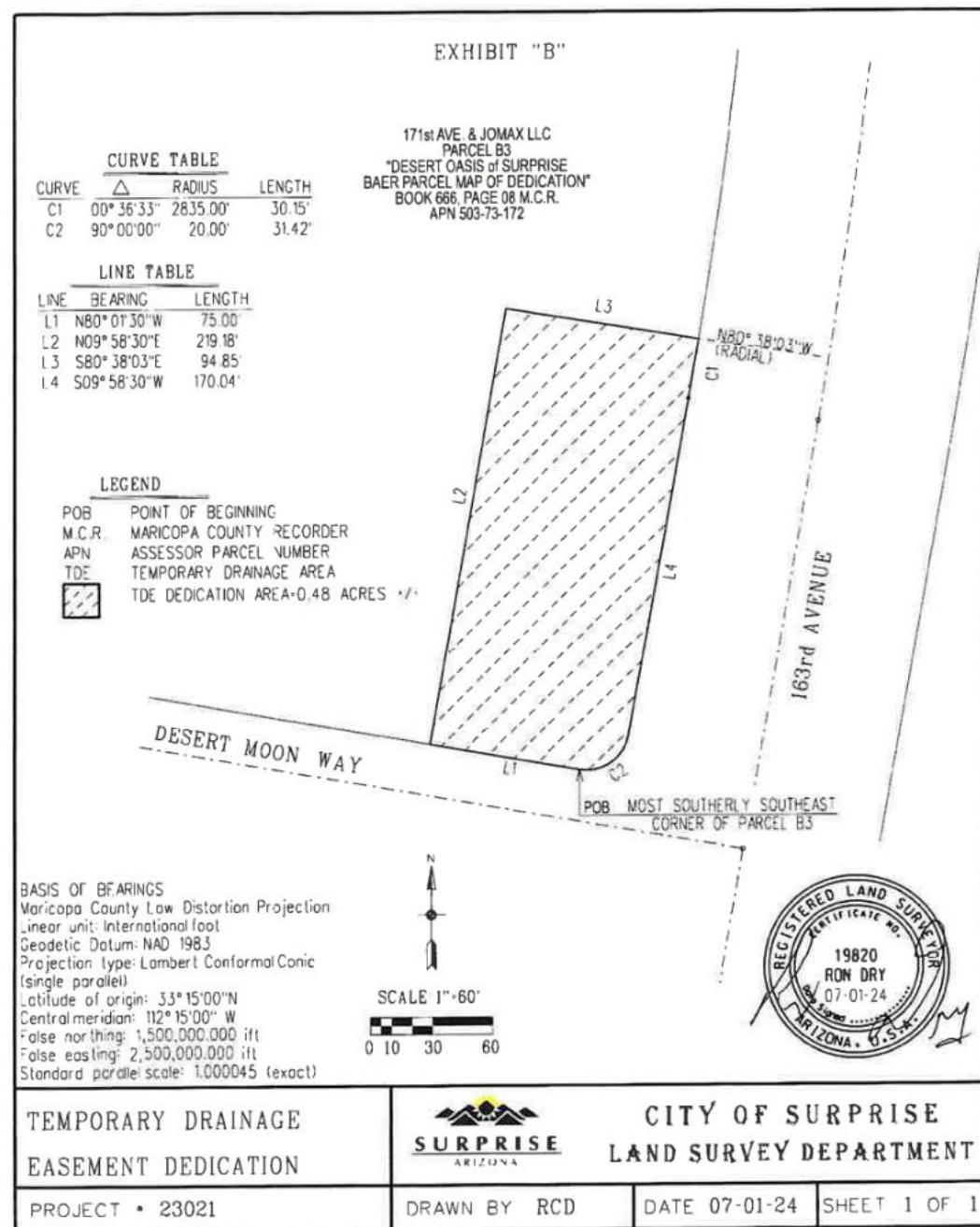
171st Avenue & Jomax, LLC

Temporary Drainage Easement

City Council
September 16, 2025



VICINITY MAP



Questions or Comments?

THANK YOU



SURPRISE
ARIZONA



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: September 16, 2025 Contact Person: Leslie Carnie
Submitting Department: Community Development District: District 1
Staff Recommendations:

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

Consideration and action regarding a Comprehensive Sign Program (CSP) for the Asante Trails commerce center, a site generally located on the southwest corner of 163rd Avenue and Pat Tillman Boulevard. Case #FS24-1519

Motion:

I move to approve/deny the Asante Trails Comprehensive Sign Program, Case #FS24-1519, subject to stipulations 'a' and 'b' as outlined in the staff report.

Background:

Kimberly Euers of YESCO, LLC., on behalf of SimonCRE Asante, LLC, and GTIS Asante BTR, LLC, requests approval of a Comprehensive Sign Program (CSP) for the Asante Trails commerce center and Tavallo multi-family residential development. The proposed CSP will ensure the continuity of design perspective, quality of production, and uniformity of installation for signage throughout the properties. The site is generally located on the southwest corner of 163rd Avenue and Pat Tillman Boulevard.

Objective Analysis:

The subject Comprehensive Sign Program complies with the purposes and intent of the Asante PAD, Surprise Municipal Code, and other applicable City of Surprise regulations. All city reviewing departments have reviewed the request and expressed no concerns.

Policy Compliant:

The subject Comprehensive Sign Program is consistent with the Asante PAD Surprise Municipal Code and advances the goals and policies of the General Plan.

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-FS24-1519 Asante Trails CSP - Staff Report CC 9.16.25.final
 2. 01 – FS24-1519 Asante Trails CSP – Vicinity Map
 3. 02 – FS24-1519 Asante Trails CSP – Zoning Map
 4. 03 – FS24-1519 Asante Trails CSP – CSP Document
 5. 04-FS24-1519 Asante Trails CSP - Citizen Participation Report_Redacted
 6. 05 - FS24-1519 Asante Trails CSP - Affidavit of Posting
 7. FS24-1519 Asante Tails CSP - CC Presentation
-



COMPREHENSIVE SIGN PROGRAM

REPORT TO CITY COUNCIL

Case: FS24-1519

Project Name: Asante Trails CSP

Council District: 1 – Acacia

Meeting Date: September 16, 2025

Planner: Leslie Carnie, Planner II

Owner: SimonCRE Asante, LLC. & GTIS Asante BTR, LLC.

Applicant: Kimberly Euers of YESCO, LLC

Request: Comprehensive Sign Program (CSP) for Asante Trails

Site Location: Generally located on the southwest corner of 163rd Avenue and Pat Tillman Boulevard

Site Size: 37.9 Gross Acres (approx.)

Density: N/A

General Plan Conformance: The proposal is consistent with the Surprise General Plan 2040

Support/Opposition: None known

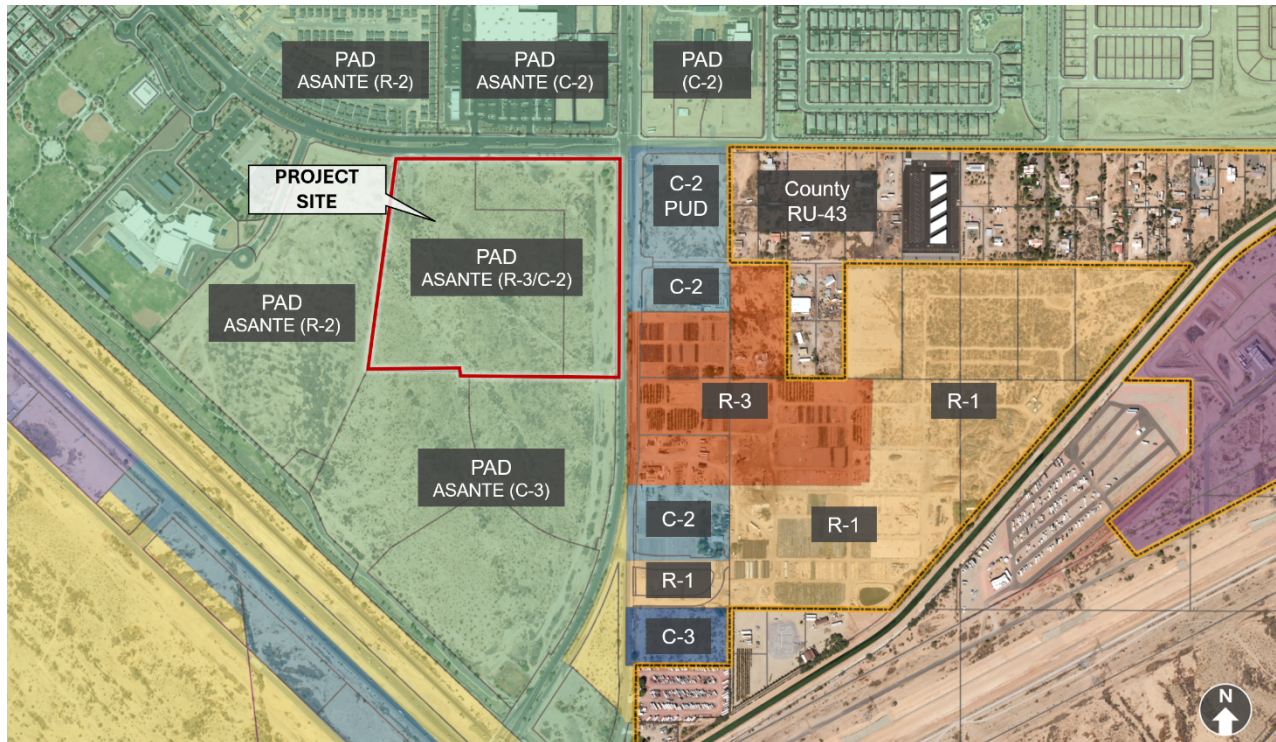
Recommendation: At the time of this report, the Planning & Zoning Commission recommended approval subject to stipulations a and b at the September 04, 2025 meeting.

PROJECT DESCRIPTION:

Kimberly Euers of YESCO, LLC., on behalf of SimonCRE Asante, LLC., and GTIS Asante BTR, LLC. requests approval of a Comprehensive Sign Program (CSP) for the Asante Trails mixed-use development. The site is generally located on the southwest corner of 163rd Avenue and Pat Tillman Boulevard.

EXISTING ZONING:

The following map depicts the existing zoning of the subject site and its surroundings.



PAD – Asante Residential Medium Density	PAD – Asante Commercial	PAD Commercial
PAD – Asante Residential Medium Density	PAD – Asante Mixed - Use	C-2 PUD/C-2
PAD – Asante Residential Medium Density	PAD – Sierra Verde Commercial	R-3

BACKGROUND:

November 3, 1988: The subject property was annexed into the City of Surprise under Ordinance #88-24.

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

August 15, 2023: The Mayor and City Council approved a Major PAD Amendment to the Asante PAD to change the land use designation for the subject property under case FS22-0517, Ordinance #2023-03.

December 08, 2023: A Site Plan for the Asante Trails multi-family residential development, on the subject property, was approved administratively under case FS22-0517.

October 17, 2024: The applicant met with staff to discuss the subject proposal during a regularly scheduled Concept Review Meeting under case CR24-1338.

November 26, 2024: The applicant submitted an application for a Comprehensive Sign Program for the Asante Trails development under case FS24-1519, the subject case.

January 15, 2025: A Master Site Plan for the Asante Trails commercial development, on the subject property, was approved administratively under case FS24-0522.

June 23, 2025: The applicant held a neighborhood outreach meeting at Asante Public Library. A summary of this meeting is included in the Citizen Participation Report attached to the staff report.

September 4, 2025: The planning and zoning commission recommended approval of the CSP pursuant to stipulations a. and b.

DISCUSSION:

The purpose of the proposed CSP for the Asante Trails is to provide signage design requirements that are appropriate to the character of the development. The proposed CSP will ensure the continuity of design perspective, quality of production, and uniformity of installation for signage throughout the commerce center and Tavallo multi-family residential developments.

COLORS AND MATERIALS:

This proposed CSP provides sign design guidelines for all on-site signage. The colors and materials selected complement the architecture of the approved Asante Trails buildings. The split-face block and the neutral color palette proposed for various monument signs throughout the property are consistent with the building materials utilized in the approved Asante Trails Master Site Plan. The Asante Trails CSP also outlines that channel letters are to be used for the building mounted signs, as well as providing construction details for consistency in the sign mounting.

PROPOSED SIGNS:

The proposed CSP is written to ensure the continuity of design perspective, quality of production, and uniformity of installation for the following signage throughout the Asante Trails and Tavallo properties.

114
115 ***Asante Trails Commercial Major Monument Signs***
116

117 There are two multi-tenant, and two single tenant Class VI Monument Signs proposed for the
118 Asante Trails commerce center. Three of the signs are located along 163rd Avenue frontage
119 and one is positioned along Pat Tillman Boulevard. These signs will be double-sided, 9'-10.5"
120 tall, and allow a total of 43 sq ft. of sign area. Section 109-1.9.C.5 of the Land Development
121 Ordinance (LDO) allows major monument signs to have a height up to 15' plus an additional
122 2' for architectural embellishments, and a total sign area of 120 sq ft.
123

124 In conformance with LDO standards, the signs are oriented along major arterial roadways,
125 spaced a minimum of 150' apart, located 2' away from the Public Utility Easements (PUE)
126 and outside the Sight Visibility Triangle (SVT) areas. The maximum height for a Class VI
127 monument sign is 15' plus and an additional 2' for architectural embellishments. The
128 proposed overall sign height is 9'-10.5". The sign distance from the Tavallo residential parcel
129 exceeds the 80' required in the LDO.
130

131 ***Tavallo Entry Monument Signs***
132

133 Two minor monument signs (Class V) are proposed at both the northern Pat Tillman
134 Boulevard and the southern private driveway entrances of the Tavallo at Asante Trails multi-
135 family development. The maximum height permitted in the LDO is 8' plus an additional 2'
136 permitted for architectural embellishments. The Tavallo entry signs are 6' in overall height.
137

138 The applicant is requesting deviations to Section 109-1.9.C.4 of the LDO for the Tavallo minor
139 monument signs. Both minor monument signs exceed the 32 sq ft allowable sign area for
140 Class V monument signs by minor amounts: The proposed sign area is 33 sq ft. Additionally,
141 the code specifies that the bottom edge of the sign copy shall be no lower than four feet
142 above the adjacent edge of the pavement of the street being served by the sign. Although
143 the adjacent pavement height is unknown, the distance to the bottom is less than 4' from the
144 bottom of the signs. The distance is approximately 2'-5" to the bottom of the sign copy.
145

146 A major monument sign (Class VI) for the Tavallo development is proposed on the northwest
147 corner of the private drive and 163rd Avenue intersection. This additional sign is to provide
148 direction to the property via the private drive entry off of 163rd Avenue. With an overall height
149 of 9' and sign area of 36.63 sq ft, the sign is in conformance with Section 109-1.9.C.5 of the
150 Land Development Ordinance and no deviations are required.
151

152 The LDO requires a minimum of 150' separation between monument signs regardless of the
153 type. All three proposed monument signs are spaced well over 150' from the commerce
154 center's major monument sign. The signs are also located 2' away from the Public Utility
155 Easements (PUE) and outside the Sight Visibility Triangle (SVT) areas.
156
157
158
159
160

161
162 ***Building and Drive Through Signs***
163

164 Tenants with Drive-Through facilities will be limited to one Class I monument menu sign and
165 one Class II preview sign per business with standards that mirror the LDO requirements for
166 Class I and Class II monument signs. Additionally stone veneer bases to match the
167 stonework on the buildings will be required. Building signs also follow the standards set forth
168 in the LDO but have additional overall height, material, and mounting requirements to ensure
169 quality and consistency throughout the site.

170
171 **SUMMARY**
172

173 The CSP process provides a mechanism whereby the applicant may create signage that is
174 consistent with the architecture and design of the Asante Trails development. The CSP
175 requests minor deviations to Section 109-1.9.C.4. for the minor monument signs located on
176 the Tavallo property. The proposed signage meets the requirements of Section 109-1.15 with
177 respect to Comprehensive Sign Programs and does not introduce a sign type that is
178 otherwise prohibited.

179
180 **CITIZEN OUTREACH:**
181

182 The applicant held a Neighborhood Outreach Meeting on June 23, 2025. The request was
183 posted and advertised in accordance with the city code and state statute. There were two (2)
184 residents in attendance that had general questions regarding the request for the CSP and
185 concerns regarding directional signage and site circulation. Staff have not received any
186 support or opposition to the CSP request.

187
188 **FINDINGS**
189

- 190
- 191 • The proposed Comprehensive Sign Program is consistent with the Surprise General
192 Plan 2040.
 - 193 • The proposed signs are in conformance with the Asante PAD.
 - 194 • The proposed signs may be approved through a Comprehensive Sign Program.
 - 195 • The reviewing agencies have indicated no objections to the request.

196 **RECOMMENDATION**
197

198 On September 04, 2025, the Planning & Zoning Commission recommended **approval** of the
199 subject Comprehensive Sign Program to the City Council, subject to stipulations 'a' and 'b'
200 as outlined below:

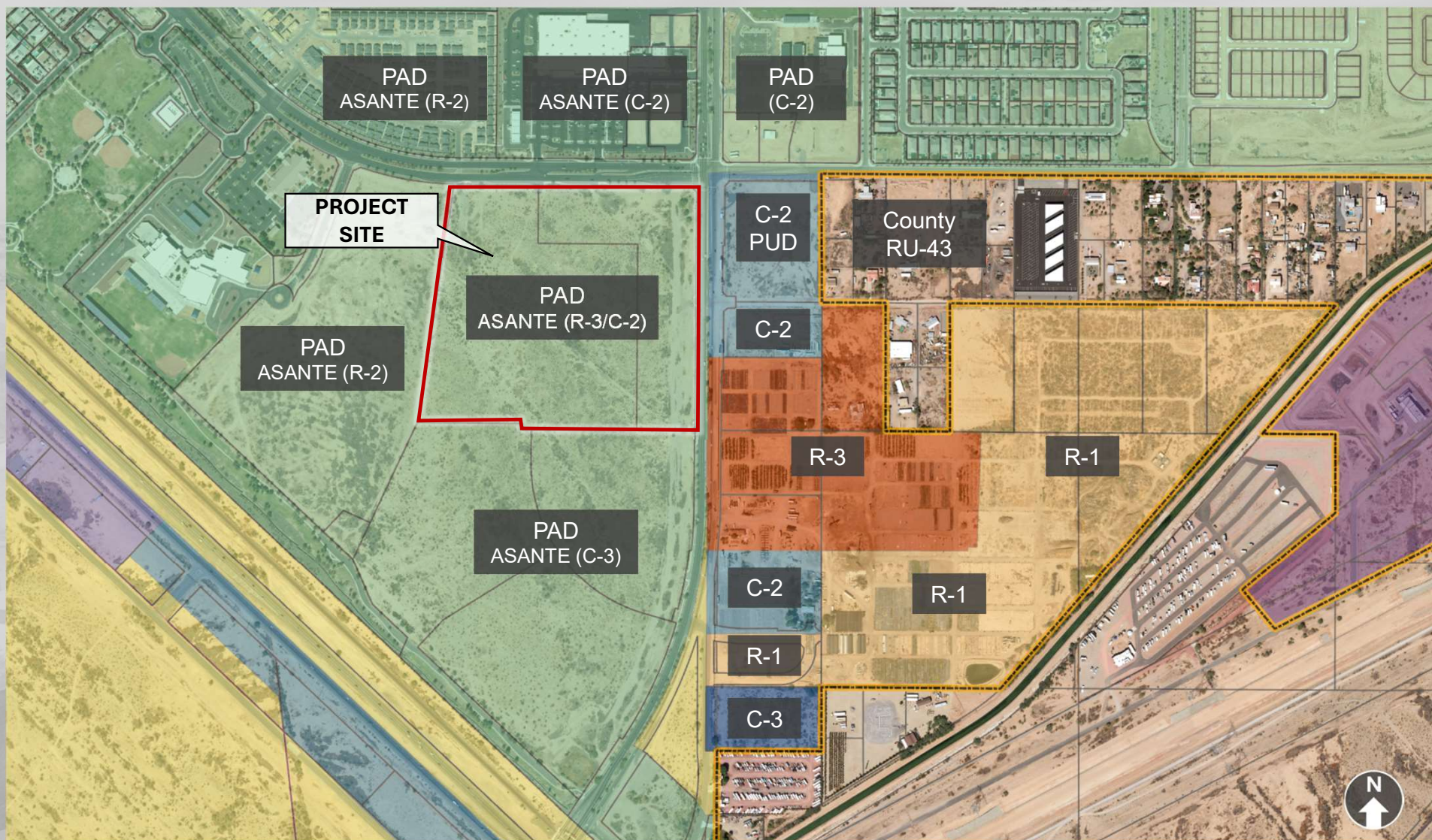
- 201
- 202 a. Development and use of the site shall be consistent with the Comprehensive
203 Sign Program entitled "Asante Trails", prepared by Yesco and received July 21,
204 2025.
- 205

206 b. Non-compliance with the stipulations of approval of this case will be treated as a
207 violation in accordance with the applicable provisions of the Surprise Municipal
208 Code.
209

210
211 **Attachments:**
212 01 Vicinity Map
213 02 Zoning Map
214 03 CSP Document
215 04 Citizen Participation Report
216 05 Affidavit of Posting
217 Power Point Presentation



VICINITY MAP



ZONING MAP



COMPREHENSIVE SIGN PROGRAM | JULY 2025 - VERSION R11

ASANTE TRAILS

Property Information	3
Vicinity Map and Legal Description	5
Introduction and General Requirements	6-7
Sign Matrix	8
Calculating Square Footage	9
Monument Details	10-12
Directional Details	13
Site Plan with Monument Sign Locations	14
Sign Styles Permitted	15-16
Window Graphics Allowances	17
Pad 4 & Pad 6 Sign Allowances	18-20

TAVALO

Property Information	4
Vicinity Map and Legal Description	5
Introduction and General Requirements	6-7
Sign Matrix	22
Calculating Square Footage	9
Monument Details	20-21
Site Plan with Monument Sign Locations	19
Sign Styles Permitted	12-13
Window Graphics Allowances	14
Pad 4 & Pad 6 Sign Allowances	15-16

PROPERTY INFORMATION: **ASANTE TRAILS**

PARCEL NUMBER: 503-76-981
GROSS SITE ACREAGE: 12 ACRE
PROPOSED USE: RETAIL
ZONING: PAD ZONING WITH A BASE ZONE OF C-2

PROPERTY OWNER
SIMONCRE ASANTE, LLC
6900 E 2ND ST
SCOTTSDALE AZ 85251

LANDLORD CONTACT INFORMATION
SIMONCRE
KYLE DUANE, SENIOR DEVELOPMENT ASSOCIATE
6900 E. 2ND STREET, SCOTTSDALE, AZ 85251
Phone: (480) 739-0066
Email: kyle.duane@simoncre.com

SIGNAGE CONSULTANT

Custom Electric Signs™
PHOENIX DIVISION
6725 WEST CHICAGO STREET
CHANDLER, AZ 85226
480.449.3726
WWW.YESCO.COM

ENGINEER

Custom Electric Signs™
1605 S. GRAMERCY ROAD
SLAT LAKE CITY, UT 84104

CONTACT:
CARL MEYERS, PE
Engineering Manager
PH: 801-487-8481

PROPERTY PAINT COLORS

-  Sherwin Williams Pure White #7005
-  Sherwin Williams Iron Ore #7069
-  Sherwin Williams Backdrop #7025
-  Sherwin Williams Amazing Gray #7044

FONT

GOTHAM BOLD

PROPERTY INFORMATION: **TAVALO**

PARCEL NUMBER: 503-76-980 | LOT #2

GROSS SITE ACREAGE: 25.9 ACRE

PROPOSED USE: MULTI-RESIDENTIAL

ZONING: PAD ZONING WITH A BASE ZONE OF R-3

PROPERTY OWNER

SIMONCRE ASANTE, LLC
6900 E 2ND ST
SCOTTSDALE AZ 85251

LANDLORD CONTACT INFORMATION

SIMONCRE
KYLE DUANE, SENIOR DEVELOPMENT ASSOCIATE
6900 E. 2ND STREET, SCOTTSDALE, AZ 85251
Phone: (480) 739-0066
Email: kyle.duane@simoncre.com

SIGNAGE CONSULTANT

 **YESCO**
Custom Electric Signs™

PHOENIX DIVISION
6725 WEST CHICAGO STREET
CHANDLER, AZ 85226
480.449.3726
WWW.YESCO.COM

CONTACT:
Crystal Helgeson
Email: chelgeson@yesco.com

ENGINEER

 **YESCO**
Custom Electric Signs™

1605 S. GRAMERCY ROAD
SLAT LAKE CITY, UT 84104

CONTACT:
CARL MEYERS, PE
Engineering Manager
PH: 801-487-8481

PROPERTY PAINT COLORS

 Sherwin Williams Pure White #7005

 Sherwin Williams Iron Ore #7069

 Sherwin Williams Backdrop #7025

 Sherwin Williams Amazing Gray #7044

 GTIS Logo Letter Paint (To match GTIS Tavallo Queen Creek)

FONT

GOTHAM BOLD

VICINITY MAP



LEGAL DESCRIPTION

LOT 1 OF ASANTE TRAILS, ACCORDING TO THE PLAT OF RECORD I
N THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY,
ARIZONA, RECORDED IN BOOK 1770 OF MAPS, PAGE 4.

LOT 2, OF ASANTE TRAILS, ACCORDING TO THE PLAT OF RECORD
IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY,
ARIZONA, RECORDED IN BOOK 1770 OF MAPS, PAGE 4.

INTRODUCTION

The purpose of this Comprehensive Sign Program (CSP) is to ensure the design and production of quality signage which reflects the integrity of the architecture, the beauty of the city and the intent of the Landlord and the City of Surprise.

This sign program establishes maximum and minimum letter sizes, sign area allowances, locations and fabrication standards, all of which are subject to the sole discretionary approval of the Landlord within the context of this sign program and the lease.

Any issue or stipulation not addressed within this sign program must comply with the city of Surprise Sign Ordinance and be approved in writing in advance by the landlord.

SUBMITTALS AND APPROVALS

All Tenant signs are subject to the Landlord’s written approval. The Landlord’s approval shall be based on the following criteria:

Design, fabrication and method of installation of all signs shall conform to this sign criteria.

The Tenant agrees to conform to the following procedures and submission requirements to secure the Landlord’s approval:

Submit one (1) set of detailed sign design, shop drawings to the landlord. This drawing to include: all building signage, window signage, and tenant panels (if necessary). You must also include the signature page of this CSP verifying that you have read all requirements and prohibited signage and that you understand and will comply with all items set forth in this CSP. Signature page can be found on page 6 of this document.

Sign drawings are to be prepared by a reputable state licensed Sign Contractor or as required to be licensed by local authorities.

Sign drawings must include a scaled storefront drawing illustrating the proposed sign design, the overall suite frontage and the sign placement dimensions on the building. All sizes are to be provided in US dimensions.

Sign drawings must also include a scaled sign elevation and section detail indicating construction and attachment methods and illumination details. All sizes are to be provided in US dimensions.

Letters must be accurately dimensioned and spaced.

SUBMITTALS AND APPROVALS - CONT.

Sign external finishes and types of materials must be included on the sign drawings.

Unless the Landlord has received the above described drawings and information in the quantities set forth above, the Landlord will not approve the Tenant’s exterior sign.

Revisions and Approval:

All drawings marked “revise and Resubmit” must be resubmitted with the required corrections prior to fabrication.

Only after all drawings have been marked “Approved” or “Approved as Noted” and after permit is obtained, may the fabricator proceed with fabrication per approved drawings.

FABRICATION AND INSTALLATION REQUIREMENTS

The Tenant and Sign Contractor will not be permitted to commence installation of the exterior sign unless all of the following conditions have occurred:

A stamped set of final drawings reflecting the Landlord’s approval shall be on file in the Landlord’s office.

All applicable city sign permits required by the local authorities have been obtained.

The Landlord must be notified 48 hours in advance prior to the sign being installed.

The Landlord must receive a Certificate of Insurance from the Sign Contractor actually performing the installation.

The Tenant shall pay for all signs, their installation (including any required electrical connection back to the J-Box and any secondary J-Box required) and all other labor, materials, and future maintenance.

The Tenant and their Sign Contractor are responsible for understanding this Criteria and conforming to its requirements.

The Tenant shall ultimately be responsible for the fulfillment of all requirements and specifications, including all applicable building and electrical codes.

All signs must be attached to wall as shown in detailed exhibits.

Spacers must be painted to match wall sign is mounted to.

FABRICATION & INSTALLATION CONTINUED

Ladders, installation equipment and installation crews are not permitted to lean on building, all installation equipment must be freestanding to avoid contact or damage to building or storefront.

All penetrations of the building structure required for sign installation shall be sealed to create a watertight condition and patched to match adjacent finish.

Each Tenant, or their Sign Contractor, shall be responsible for the repair of any damage to the building caused by installation of said Tenant’s sign.

The installation Sign Contractor is responsible for removing all debris and cleaning the work area after installation is complete.

Each Tenant shall be responsible for the performance of its Sign Contractor.

Each Tenant shall be responsible for the removal of its sign within (10) days of vacating the site. Removal of the sign shall include the repair of the wall surface back to its original condition and finish painting to nearest panel edge if color difference is visible. If the Tenant does not repair wall surface to Landlord’s satisfaction, Landlord will perform repairs at Tenant’s expense.

Each Tenant shall be responsible for the installation and maintenance of its sign. Should the Tenant’s sign require maintenance or repair, Landlord shall give Tenant thirty (30) days written notice to effect said maintenance or repair. Should Tenant fail to do so, Landlord shall effect said maintenance or repair to Landlord’s satisfaction, at Tenant’s expense.

Any sign that is installed by Tenant which is not in conformance to the approved drawings shall be corrected by Tenant within 15 days after written notice by Landlord. In the event Tenant’s sign is not brought into conformance within said 15 days, then the Landlord shall have the option to correct non-conformins sign at Tenant’s expense.

In no case will there be any exposed: conduit, transformers, junction boxes, conductors, or crossovers. Exposed hardware will be finished in a manner consistent with quality fabrication and installation practices.

STOREFRONT SIGNAGE

All Tenants to have a storefront sign. Sign shall be located only in the spaces specifically outlined in this criteria for each building elevation. Signage type and size shall conform to guidelines outlined for each Pad in the following exhibits.

Signs shall be limited to letters designating the store name as set forth in the signed lease agreement between Tenant and Landlord. Trademark logo symbol may be considered upon written approval by the Landlord.

PROHIBITED SIGNS

- A. Abandoned Signs
- B. No Street or Building Banners, pennants, inflatable signs, tethered balloons, searchlights, and similar attention-getting devices.
NOTE: Temporary Banners are allowed for Grand Openings or Special Events, for a maximum of 15 days and are not to interfere with any other signage.
- C. Signs that imitate, resemble or may be confused with any official emergency vehicle, traffic control sign, signal or device.
- D. Signs attached to trees, telephone poles, public seating, streetlights or placed on any public right of way without government approval.
- E. Vehicle signs and portable signs.
- F. Roof mounted signs and signs projecting above paraptet.
- G. Weekend directional signs.
- H. Awnings of any kind
- I. Signs made of plywood, pressed board or other non-exterior grade wood products.
- J. Painted on wall signs and murals
- K. Blinking or Flashing Signs
- I. Other signs not expressly outlined as acceptable in this criteria.

TENANT ACKNOWLEDGMENT AND COMPLIANCE WITH COMPREHENSIVE SIGN PROGRAM

I _____
(PRINT FULL NAME HERE) acknowledge have I have received and read the CSP (Comprehensive Sign Program) in full and will adhere to all policies and procedures set forth in this document.

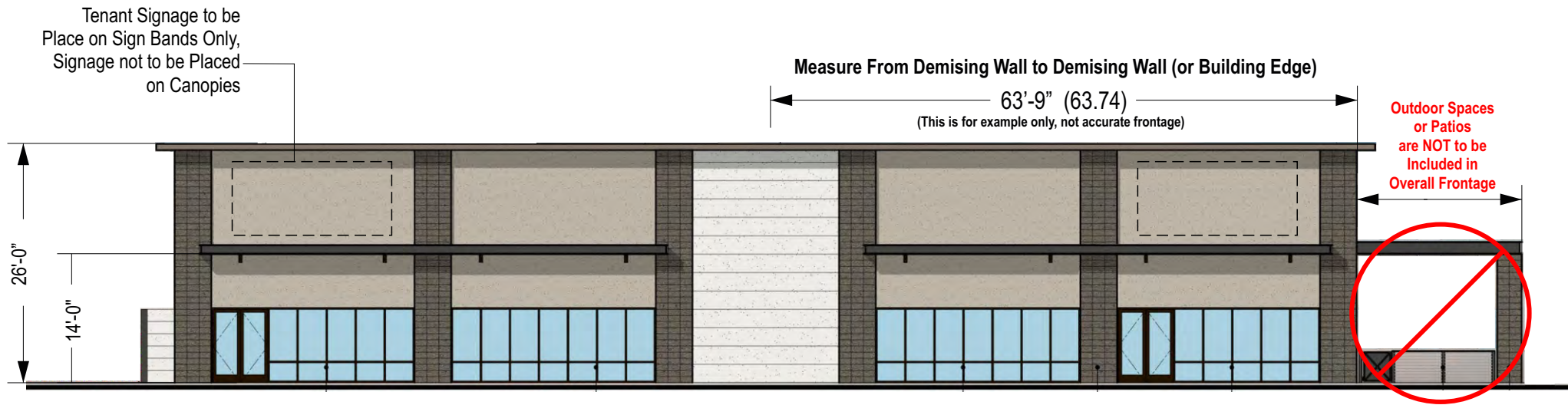
BUSINESS NAME: _____ SIGNATURE: _____ TITLE: _____ DATE: _____

PLEASE FILL THIS OUT AND
SUBMIT THIS PAGE TO THE LANDLORD
WITH A COPY OF YOUR SIGNAGE
SUBMITTAL.

SIGN MATRIX: ASANTE TRAILS

SIGN TYPE	SIGN DESCRIPTION	FUNCTION	PLACEMENT	QUANTITY	SIZE	MATERIALS	ILLUMINATION
A FREESTANDING MONUMENT SIGN	FREESTANDING SIGN WITH INDIVIDUAL TENANT PANEL SIGNAGE	IDENTIFY TENANTS IN THE COMPLEX	THREE (3) LOCATED ON: N. 163RD AVENUE ONE (1) LOCATED ON: W. PAT TILLMAN BLVD.	Multi-Tenant Monument Two(2) Pad Monument Two(2)	9'-10 ½" X 7'-7"	ALUMINUM ACRYLIC CMU STONE VENEER	INTERNALLY ILLUMINATED WITH WHITE LEDS
B DIRECTIONAL SIGNAGE CLASS III MONUMENT	FREESTANDING NON-ILLUMINATED SINGLE FACE OR DOUBLE FACE DIRECTIONAL SIGNAGE	TO DIRECT TRAFFIC TO BUSINESS ENTRIES OR DRIVE THRU OR EXISTS	PERMITTED ALONG STREET FRONTAGE IN CONJUNCTION WITH A DRIVEWAY, NOT TO EXCEED 30" IN HEIGHT OR 36" FROM ADJACENT PAVEMENT	NUMBER TO BE DETERMINED	NOT TO EXCEED 30" IN HEIGHT AND NOT TO EXCEED 6 SQUARE FEET	ALUMINUM VINYL ACRYLIC STONE VENEER	NON-ILLUMINATED OR INTERNALLY ILLUMINATED WITH WHITE LEDS
C DRIVE THRU SIGNAGE CLASS I	FREESTANDING ILLUMINATED or NON-ILLUMINATED SINGLE FACE MENU SIGNS	PROVIDE MENU AND ORDERING FOR BUSINESS WITH A DRIVE THRU	EXACT LOCATION TO BE DETERMINED	1 PER BUSINESS	BOTTOM OF SIGN NTE 2'-0" FROM GRADE NO MORE THAN 8'-0" TALL FROM GRADE TO TOP OF SIGN NO MORE THAN 50 SF	ALUMINUM VINYL ACRYLIC STONE VENEER	NON-ILLUMINATED OR INTERNALLY ILLUMINATED WITH WHITE LEDS
D DRIVE THRU SIGNAGE CLASS II	FREESTANDING ILLUMINATED or NON-ILLUMINATED SINGLE FACE PREVIEW SIGNS	PROVIDE A PREVIEW MENU TO PREPARE FOR ORDERING	EXACT LOCATION TO BE DETERMINED	1 PER BUSINESS	BOTTOM OF SIGN NTE 2'-0" FROM GRADE NO MORE THAN 8'-0" TALL FROM GRADE TO TOP OF SIGN NO MORE THAN 50 SF	ALUMINUM VINYL ACRYLIC STONE VENEER	NON-ILLUMINATED OR INTERNALLY ILLUMINATED WITH WHITE LEDS
SIGN TYPE	BUILDING / TENANT TYPE	LOCATION	QTY / SIGN AREA	MAX. LETTER / LOGO HEIGHTS		MATERIALS	ILLUMINATION
E MULTI TENANT BUILDINGS WALL SIGNAGE	MAIN ID REVERSE PAN CHANNEL, FACE LIT PAN CHANNEL, FRONT & REAR LIT PAN CHANNEL SECONDARY COPY NON-ILLUMINATED FCO ILLUMINATED OR NON-ILLUMINATED PUSH THRU CABINET	SIGNAGE MAY BE PLACED ON ANY LEASED TENANT ELEVATION FACING A MAIN STREET OR PRIMARY PARKING AREA	1.5 SF PER LINEAL FOOT OF EACH ELIGIBLE ELEVATION OCCUPIED BY TENANT SEE PAGE 9 FOR ADDITIONAL INFORMATION	LOGO HEIGHT: NTE 48" LETTER HEIGHT IF SIGN HAS TWO LINES OF COPY: NTE 24" PER LINE LETTER HEIGHT IF SIGN HAS SINGLE LINE OF COPY: NTE 36" MINIMUM LETTER HEIGHT: 18" NO WALL SIGNAGE TO PROJECT MORE THAN 16" FROM WALL IT'S MOUNTED ON		MAIN ID SIGNS / LOGO SIGNS FRONT LIT PAN CHANNEL, REVERSE LIT PAN CHANNEL, FRONT & REAR ILLUMINATED PAN CHANNEL SECONDARY SIGNAGE FCO LETTERS OR PUSH THRU ILLUMINATED CABINET SEE PAGES 12-13 FOR ADDITIONAL DETAILS	ALL MAIN ID CHANNEL LETTERS MUST BE ILLUMINATED, SECONDARY SIGNAGE MAY BE NON-ILLUMINATED ELECTRONIC MESSAGE CENTERS ARE NOT PERMITTED
F PAD BUILDINGS WALL SIGNAGE	MAIN ID REVERSE PAN CHANNEL, FACE LIT PAN CHANNEL, FRONT & REAR LIT PAN CHANNEL SECONDARY COPY NON-ILLUMINATED FCO ILLUMINATED OR NON-ILLUMINATED PUSH THRU CABINET	SIGNAGE MAY BE PLACED ON ANY LEASED TENANT ELEVATION FACING A MAIN STREET OR PRIMARY PARKING AREA	1.5 SF PER LINEAL FOOT OF ELIGIBLE ELEVATION OCCUPIED BY TENANT SEE PAGE 9 FOR ADDITIONAL INFORMATION	LOGO HEIGHT: NTE 72" LETTER HEIGHT IF SIGN HAS TWO LINES OF COPY: NTE 36" PER LINE LETTER HEIGHT IF SIGN HAS SINGLE LINE OF COPY: NTE 48" MINIMUM LETTER HEIGHT: 24" NO WALL SIGNAGE TO PROJECT MORE THAN 16" FROM WALL IT'S MOUNTED ON		MAIN ID SIGNS / LOGO SIGNS FRONT LIT PAN CHANNEL, REVERSE LIT PAN CHANNEL, FRONT & REAR ILLUMINATED PAN CHANNEL SECONDARY SIGNAGE FCO LETTERS OR PUSH THRU ILLUMINATED CABINET SEE PAGES 12-13 FOR ADDITIONAL DETAILS	ALL MAIN ID CHANNEL LETTERS MUST BE ILLUMINATED, SECONDARY SIGNAGE MAY BE NON-ILLUMINATED ELECTRONIC MESSAGE CENTERS ARE NOT PERMITTED

CALCULATING ALLOWABLE SQUARE FOOTAGE



IN THIS EXAMPLE YOU WOULD BE ALLOWED:
1.5 X 63.74 = 95.61 TOTAL SQUARE FEET ALLOWED

EXAMPLE ELEVATION
Scale: 1/16" = 1'-0"

CALCULATING SF OF SIGNAGE

Unframed signs. Where the individual letters, logos and graphics of a sign are mounted directly to a wall or sign structure, the sign area is determined by calculating the smallest rectangle or combination of rectangles containing sign copy.



Framed signs. Where the individual letters, logos and graphics are integral to a sign panel, or are framed in by an architectural element or contrasting color apart from the color of the wall or sign structure, the sign area shall be the area of the panel or frame.



SIGNS: A.1 A.2

FABRICATION DETAILS:		
1	CABINET:	MAIN CENTER CABINET TO BE 18" DEEP FABRICATED ALUMINUM, PAINTED THREE COLORS, P2, P3 & P4, ASANTE TRAILS TO BE ROUTED OUT AND BACKED WITH WHITE ACRYLIC
2	CAP OF SIGN:	2 1/2" TALL X 22" DEEP X 7'-7" WIDE ALUMINUM FABRICATED CAP, PAINTED P3
3	TENANT CABINET:	ALUMINUM TENANT CABINET, 1 1/2" RETAINERS PAINTED P3, 1" DIVIDER BARS PAINTED P3, WHITE LEXAN TENANT PANELS, WITH V1 OVERLAY AND TENANT COPY TO REVERSE OUT TO SHOW THRU WHITE, WHITE INTERNAL LED ILLUMINATION
4	CAP OF BASE:	5" TALL X 26" DEEP X 7'-7" WIDE ALUMINUM FABRICATED CAP, PAINTED P4
5	BASE:	FABRICATED BASE WITH M1 VENEER APPLIED TO ALL SIDES
6	ADDRESS:	FCO 1/4" ALUMINUM NUMBERS, PAINTED P1 INSTALLED FLUSH TO FACE OF BASE

- PAINT:
- P1 Sherwin Williams Pure White #7005
 - P2 Sherwin Williams Iron Ore #7069
 - P3 Sherwin Williams Backdrop #7025
 - P4 Sherwin Williams Amazing Gray #7044

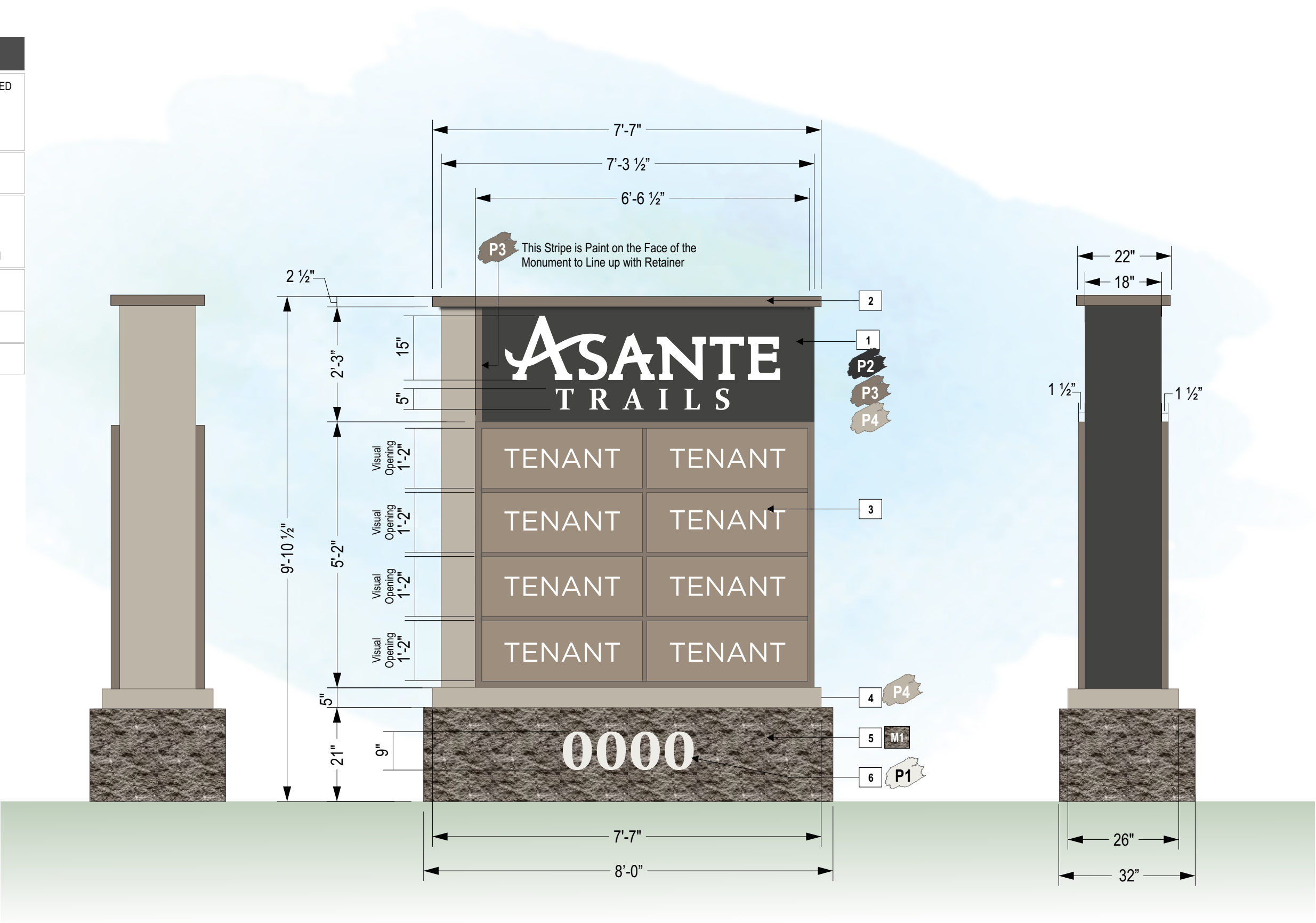
- VINYL:
- V1 3M OPAQUE VINYL SANDSTONE 89

- MATERIAL:
- M1 ECHELON SPLIT FACE BLOCK 1X8X16 COLOR: OPAL

FONTS:

CONSTANTINA

GOTHAM BOOK



SIGNS: A.3

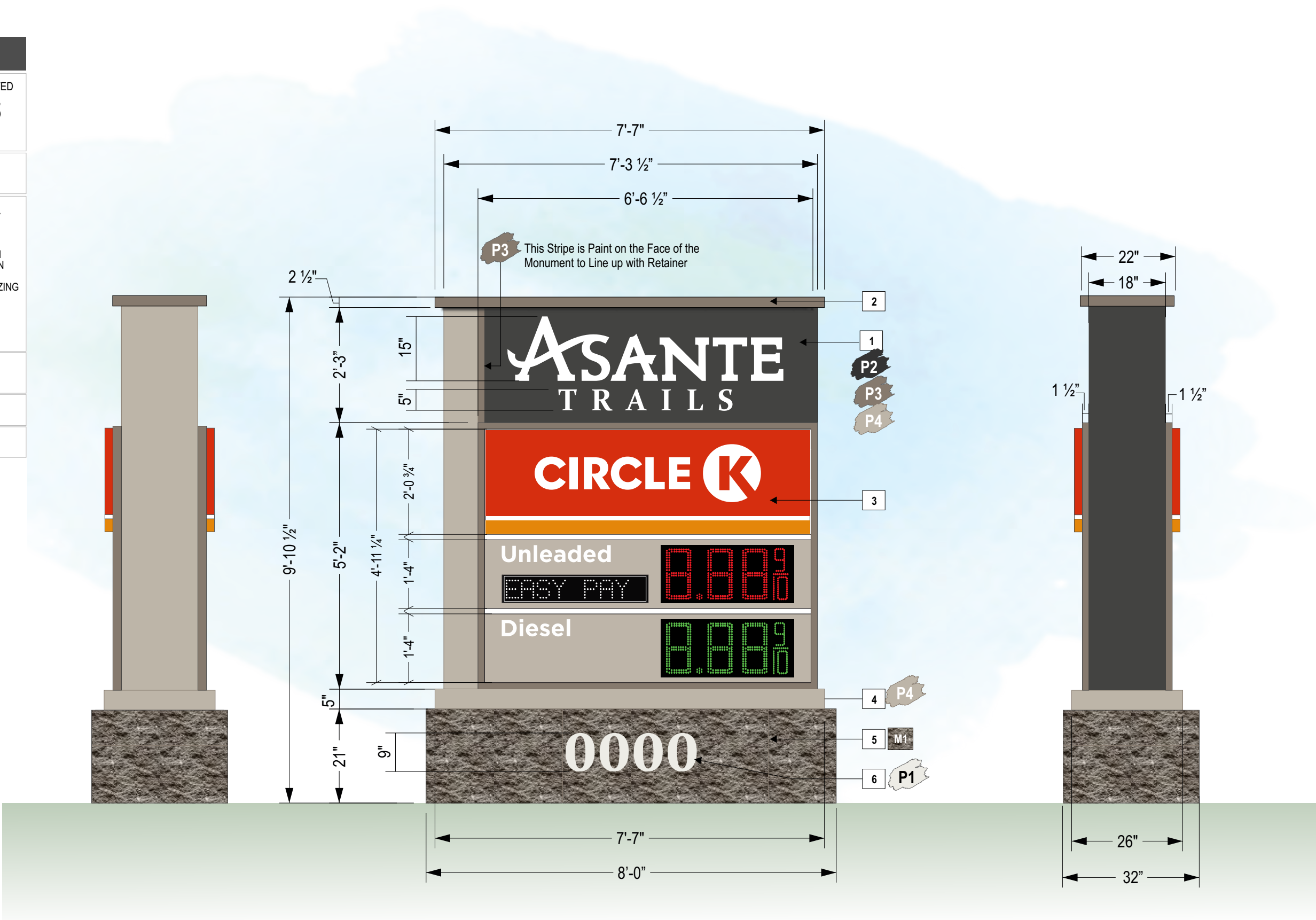
FABRICATION DETAILS:		
1	CABINET:	MAIN CENTER CABINET TO BE 18" DEEP FABRICATED ALUMINUM, PAINTED THREE COLORS, P2, P3 & P4, ASANTE TRAILS TO BE ROUTED OUT AND BACKED WITH WHITE ACRYLIC
2	CAP OF SIGN:	2 1/2" TALL X 22" DEEP X 7'-7" WIDE ALUMINUM FABRICATED CAP, PAINTED P3
3	TENANT CABINET:	- "K" LOGO FACES AND "NON-ETHANOL" FACES ARE FORMED AND EMBOSSSED W/ 2.25" PAN DEPTH .177 CLEAR POLYCARBONATE WITH SECOND SURFACE APPLIED DECORATION. - PRICERS WILL BE ONE LARGE REVERSE PAN WITH ROUTED OUT COPY MOUNTED BEHIND FLAT LEXAN CLEAR PANEL AND BOLTED WITH COUNTERSUNK SCREW. REVERSE PANEL PAINTED TO BE SW AMAZING GRAY #7044. (2) TWO 12" CHARACTER HEIGHT RED & GREEN AND ABLE ELECTRONIC LED PRICE UNITS PER ELEVATION. UNLEADED TO INCLUDE 4" MESSAGE TOGGLE AND 1 1/4" MULLIONS BETWEEN PRICERS
4	CAP OF BASE:	5" TALL X 26" DEEP X 7'-7" WIDE ALUMINUM FABRICATED CAP, PAINTED P4
5	BASE:	FABRICATED BASE WITH M1 VENEER APPLIED TO ALL SIDES
6	ADDRESS:	FCO 1/4" ALUMINUM NUMBERS, PAINTED P1 INSTALLED FLUSH TO FACE OF BASE

- PAINT:
- P1 Sherwin Williams Pure White #7005
 - P2 Sherwin Williams Iron Ore #7069
 - P3 Sherwin Williams Backdrop #7025
 - P4 Sherwin Williams Amazing Gray #7044

- VINYL:
- V1 3M OPAQUE VINYL SANDSTONE 89

- MATERIAL:
- M1 ECHELON SPLIT FACE BLOCK 1X8X16 COLOR: OPAL

FONTS:
CONSTANTINA
GOTHAM BOOK



SIGNS: A.4

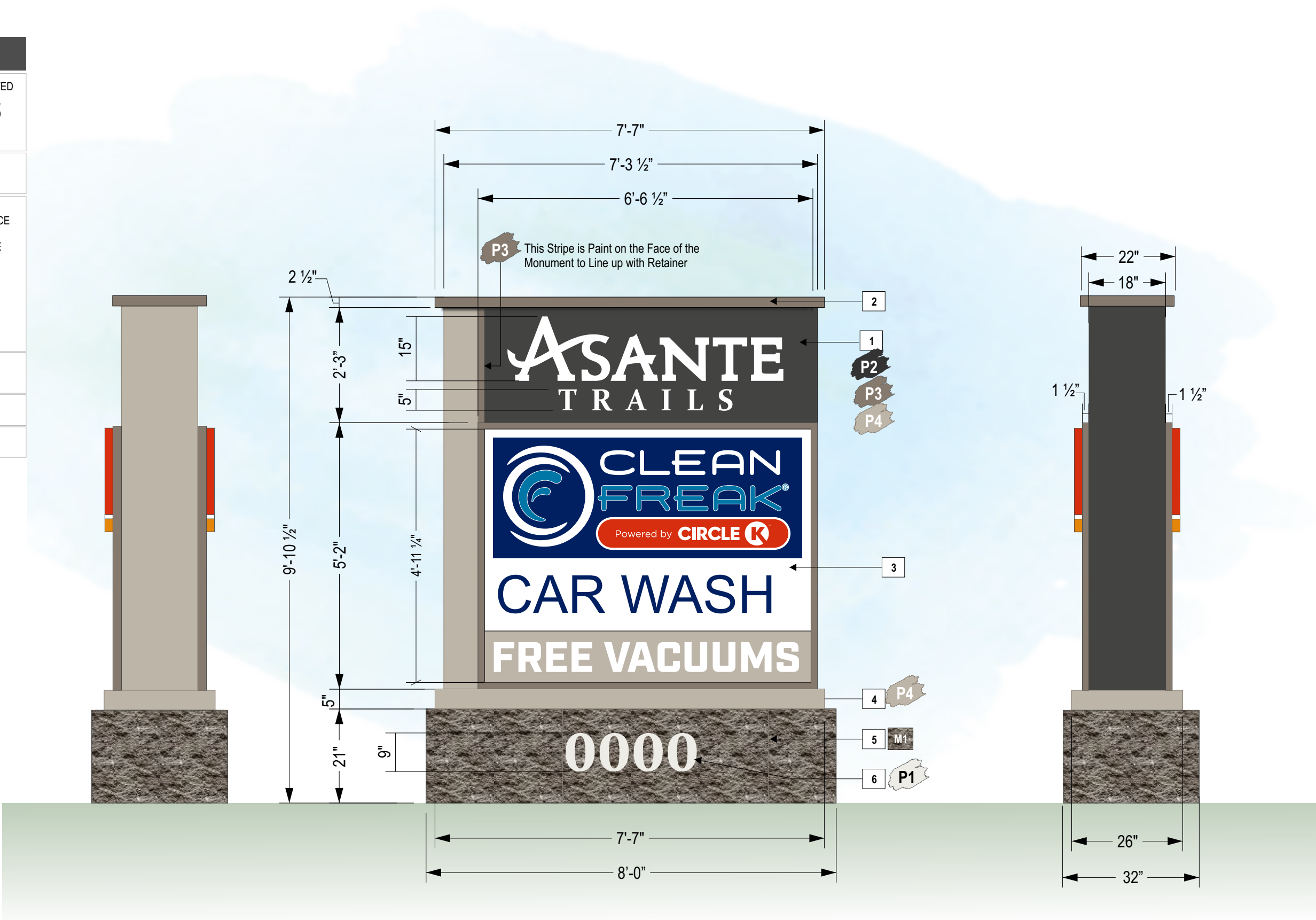
FABRICATION DETAILS:		
1	CABINET:	MAIN CENTER CABINET TO BE 18" DEEP FABRICATED ALUMINUM, PAINTED THREE COLORS, P2, P3 & P4, ASANTE TRAILS TO BE ROUTED OUT AND BACKED WITH WHITE ACRYLIC
2	CAP OF SIGN:	2 1/2" TALL X 22" DEEP X 7'-7" WIDE ALUMINUM FABRICATED CAP, PAINTED P3
3	TENANT CABINET:	ALUMINUM TENANT CABINET, 1 1/2" RETAINERS PAINTED SW BACKDROP #7025, REVERSE PAN FACE PAINTED TO BE SW #7044 AMAZING GRAY .150" WHITE PLEX BACKUPS WITH FIRST SURFACE APPLIED VINYL
4	CAP OF BASE:	5" TALL X 26" DEEP X 7'-7" WIDE ALUMINUM FABRICATED CAP, PAINTED P4
5	BASE:	FABRICATED BASE WITH M1 VENEER APPLIED TO ALL SIDES
6	ADDRESS:	FCO 1/4" ALUMINUM NUMBERS, PAINTED P1 INSTALLED FLUSH TO FACE OF BASE

- PAINT:
- P1 Sherwin Williams Pure White #7005
 - P2 Sherwin Williams Iron Ore #7069
 - P3 Sherwin Williams Backdrop #7025
 - P4 Sherwin Williams Amazing Gray #7044

- VINYL:
- V1 3M OPAQUE VINYL SANDSTONE 89

- MATERIAL:
- M1 ECHELON SPLIT FACE BLOCK 1X8X16 COLOR: OPAL

FONTS:
CONSTANTINA
GOTHAM BOOK



SIGNS: **B**

FABRICATION DETAILS:		
1	MAIN PANEL:	1/8" ALUMINUM CONSTRUCTION MAIN PANEL WITH WHITE REFLECTIVE VINYL OVERLAID ON SURFACE. PANELS TO BE PAINTED P3 'BACKDROP'
2	POST:	4" SQUARE ALUMINUM POST; PAINTED P4 'AMAZING GREY'
3	BORDER / COPY:	V2 - WHITE REFLECTIVE VINYL

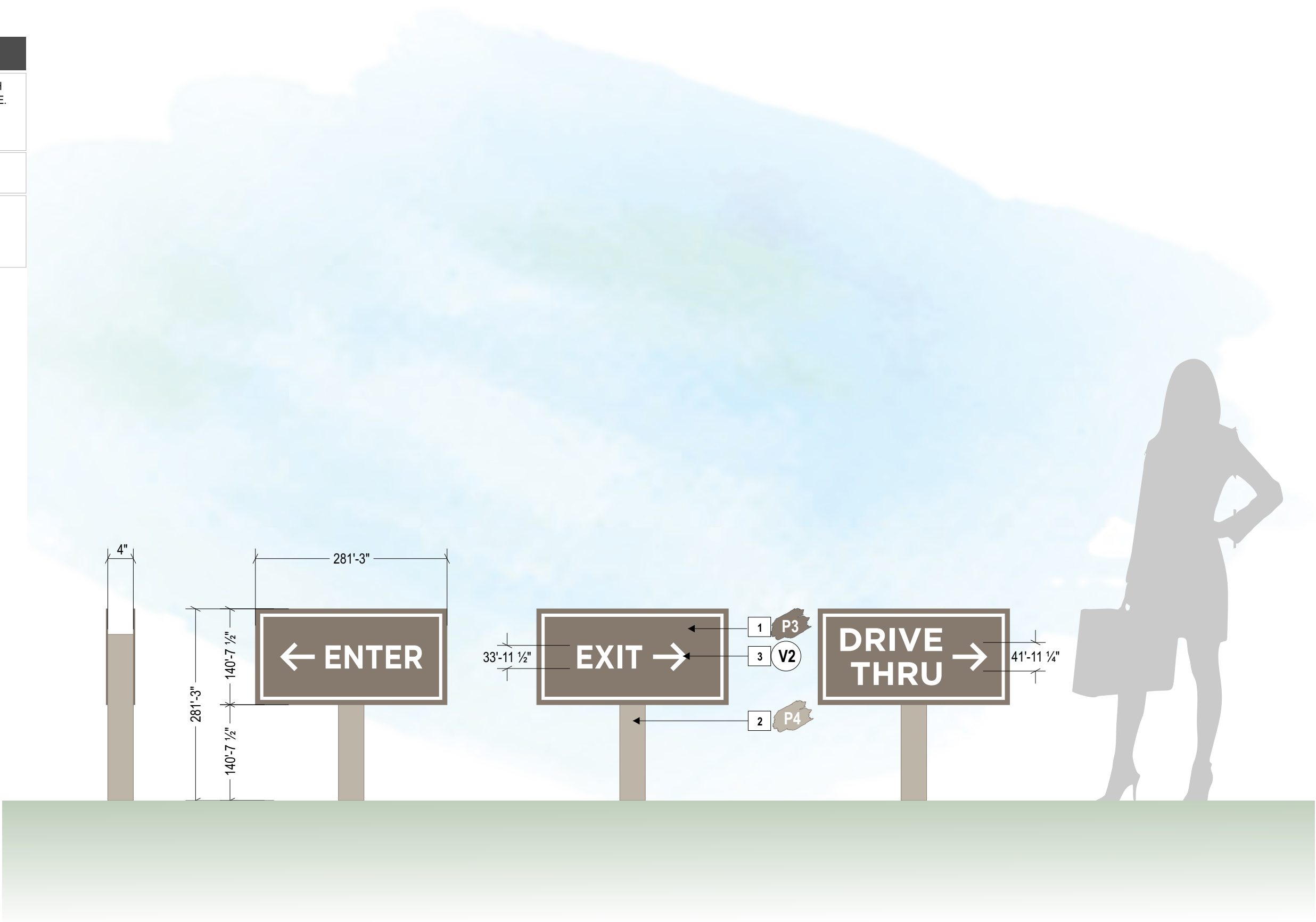
PAINT:

- P3** Sherwin Williams Backdrop #7025
- P4** Sherwin Williams Amazing Gray #7044

VINYL:

- V2** 3M REFLECTIVE WHITE VINYL

FONTS:
GOTHAM BOOK



MONUMENT SIGN LOCATIONS

PROPERTY OWNER
SIMONCRE ASANTE, LLC
6900 E 2ND ST
SCOTTSDALE AZ 85251

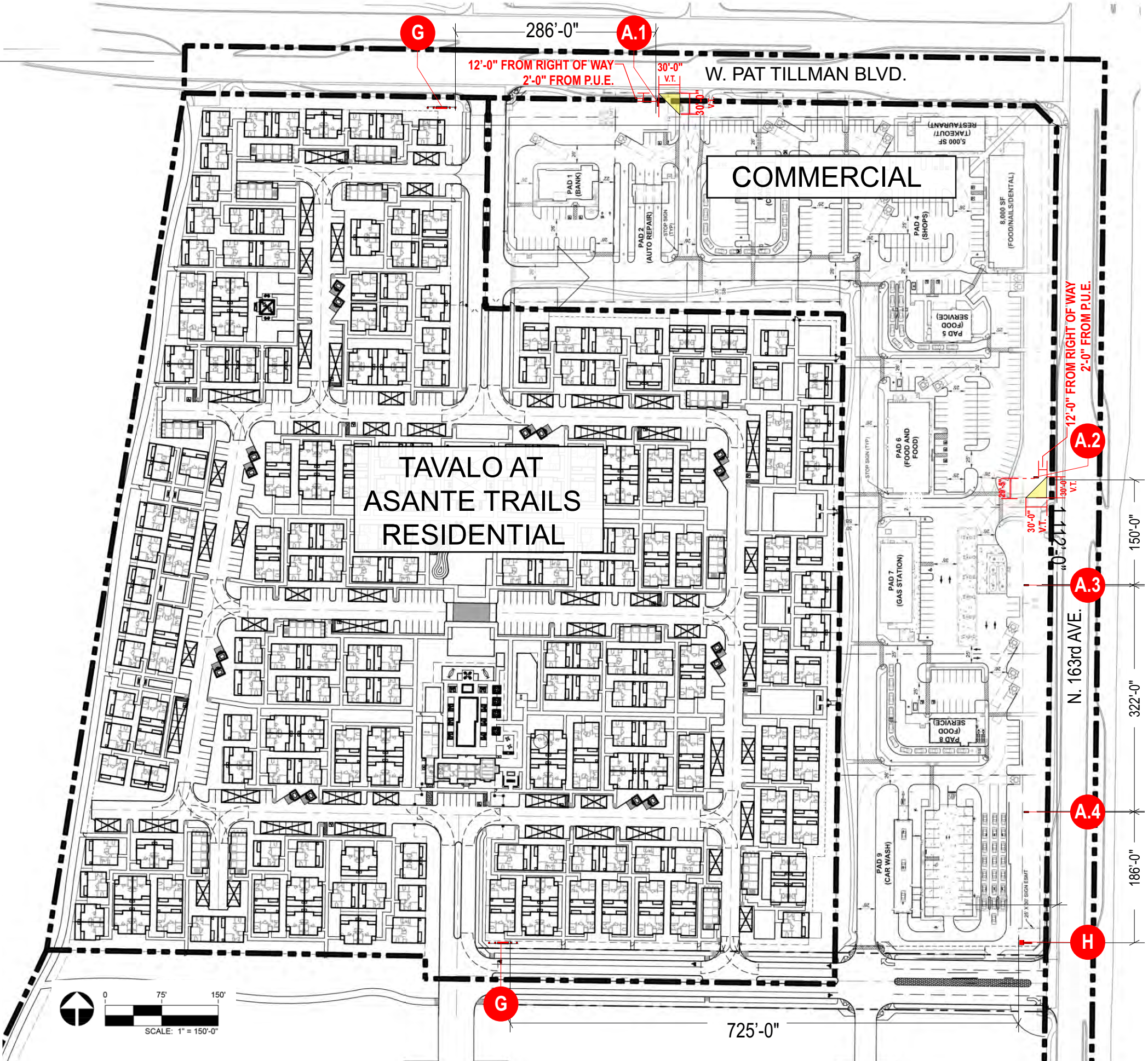
LANDLORD CONTACT INFORMATION
SIMONCRE
KYLE DUANE, SENIOR DEVELOPMENT ASSOCIATE
6900 E. 2ND STREET, SCOTTSDALE, AZ 85251
Phone: (480) 739-0066
Email: kyle.duane@simoncre.com

ENGINEER
YESCO
Custom Electric Signs.
1605 S. GRAMERCY ROAD
SLAT LAKE CITY, UT 84104

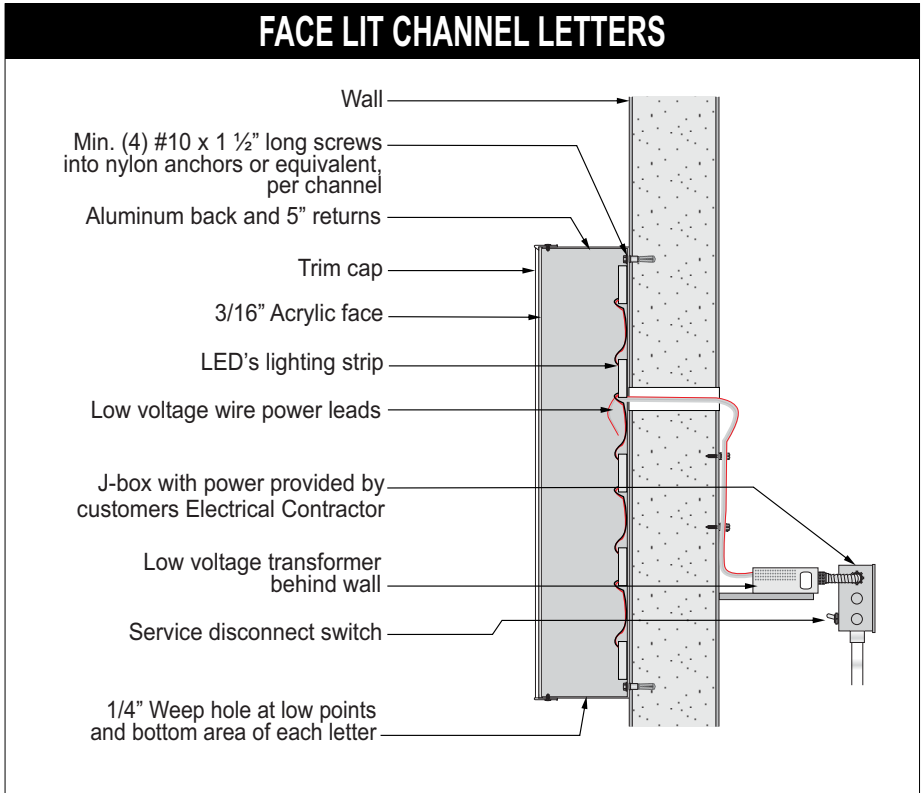
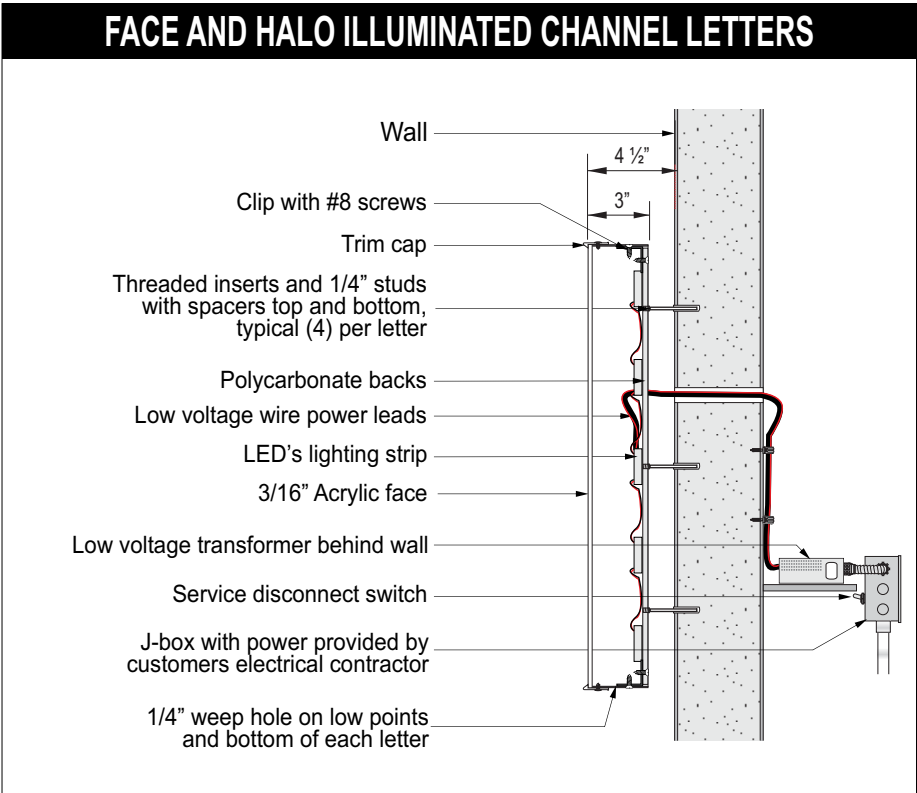
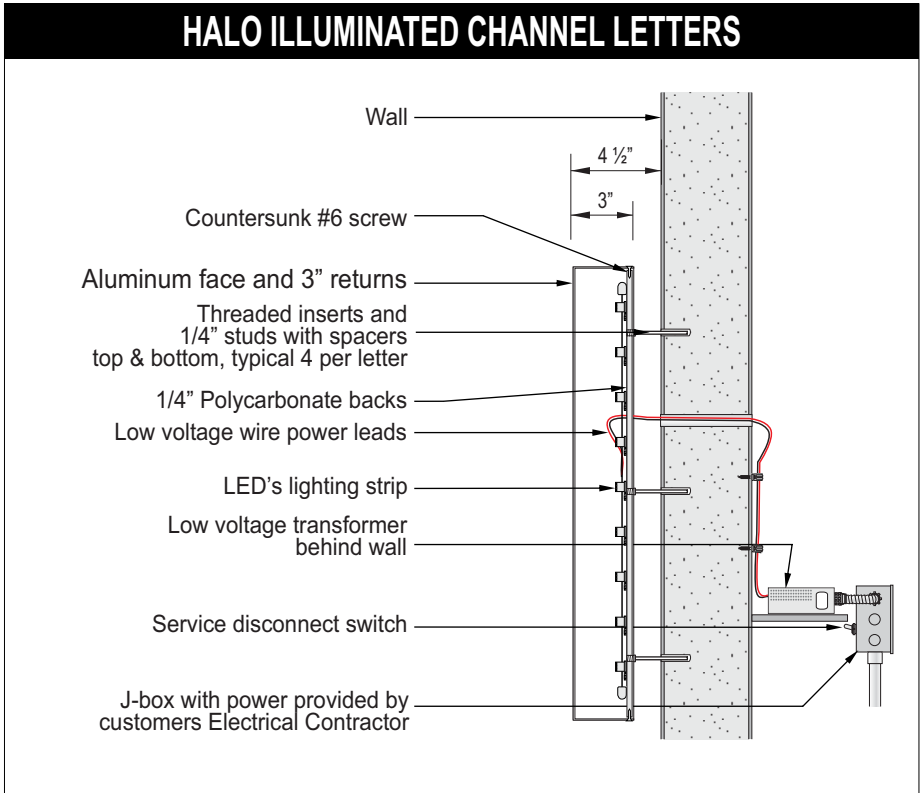
CONTACT:
CARL MEYERS, PE
Engineering Manager
PH: 801-487-8481

SITE DATA

JURISDICTION:	SURPRISE, ARIZONA
APN #:	503-76-981
GROSS AREA:	15.44 AC.
NET AREA:	12.13 AC.



PERMITTED CHANNEL LETTER STYLES



HALO ILLUMINATED EXAMPLES

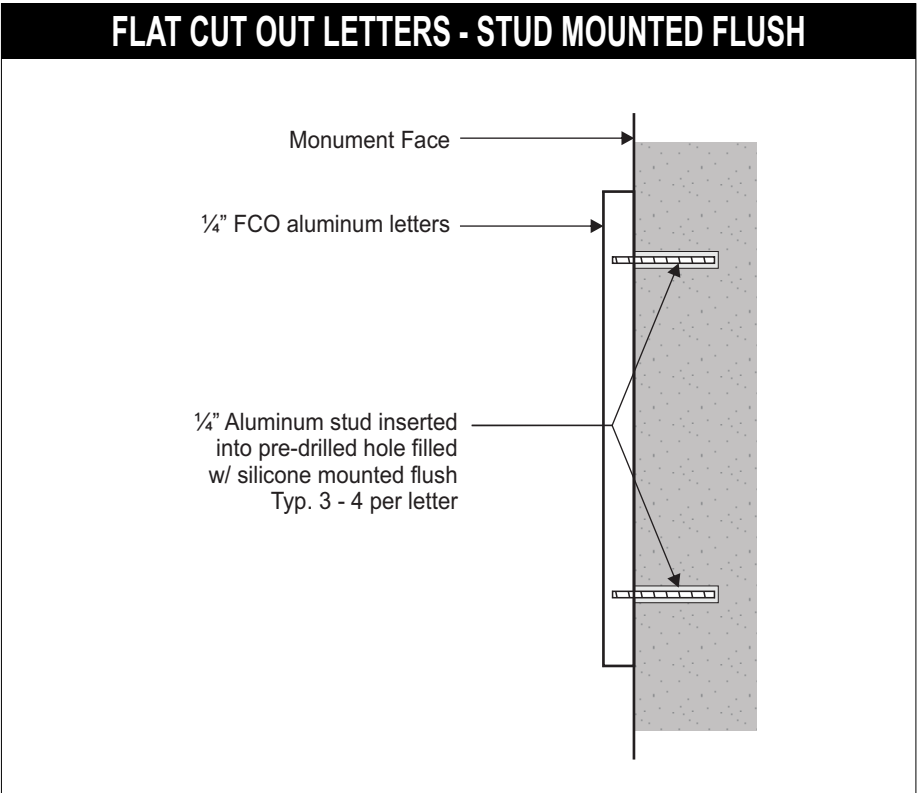
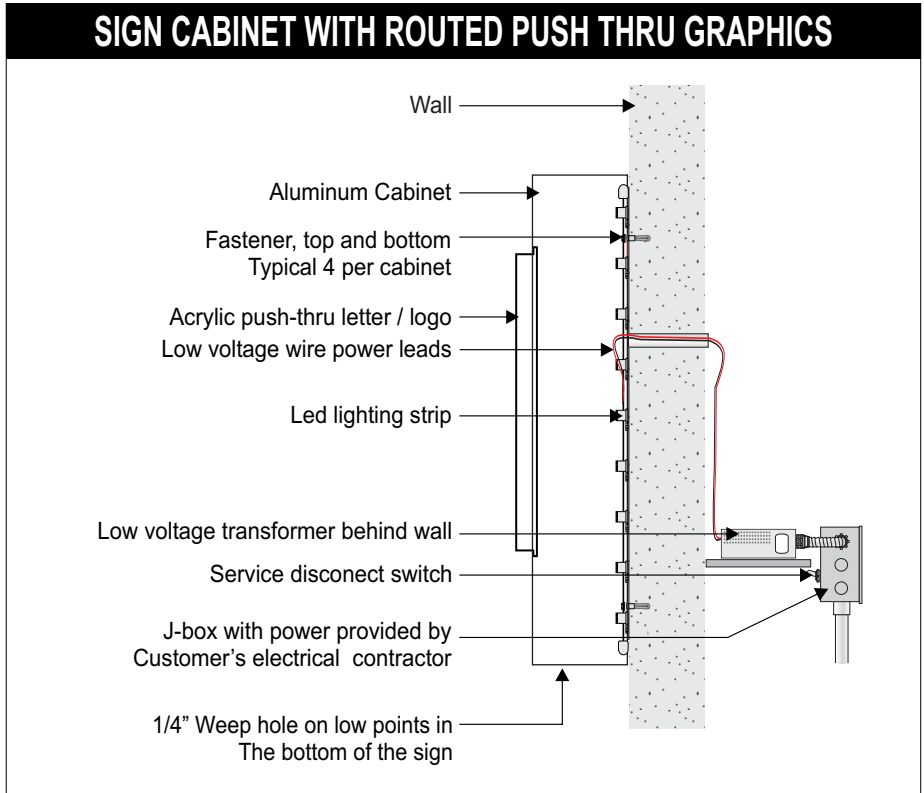


FACE & HALO ILLUMINATED EXAMPLES



FACE ILLUMINATED EXAMPLES





EXAMPLE:
CHANNEL LETTERS WITH FCO SECONDARY COPY



ILLUMINATED PUSH THRU CABINET EXAMPLES



FLAT CUT OUT LETTER EXAMPLES



EXAMPLES:
CHANNEL LETTERS WITH PUSH THRU CABINET FOR
SECONDARY COPY



WINDOW GRAPHICS DETAILS

WINDOW GRAPHICS:

WINDOW GRAPHICS ARE PERMITTED BUT MAY NOT COVER MORE THAN 15% OF EACH WINDOW SURFACE LOCATED A THE FRONT OF A BUILDING.

WINDOW GRAPHICS TO BE SET 4'-0" ABOVE GRADE AT EYE LEVEL TO ACCOMMODATE PEDESTRIANS.

WINDOW GRAPHICS TO BE DIE CUT VINYL ONLY, NO DIGITALLY PRINTED GRAPHICS ALLOWED.

WINDOW VINYL TO BE PLACE ON THE INTERIOR OF THE WINDOW (2ND SURFACE)

WINDOW VINYL PREFERRED COLOR IS WHITE

NO PAINTING ON WINDOWS IS PERMITTED

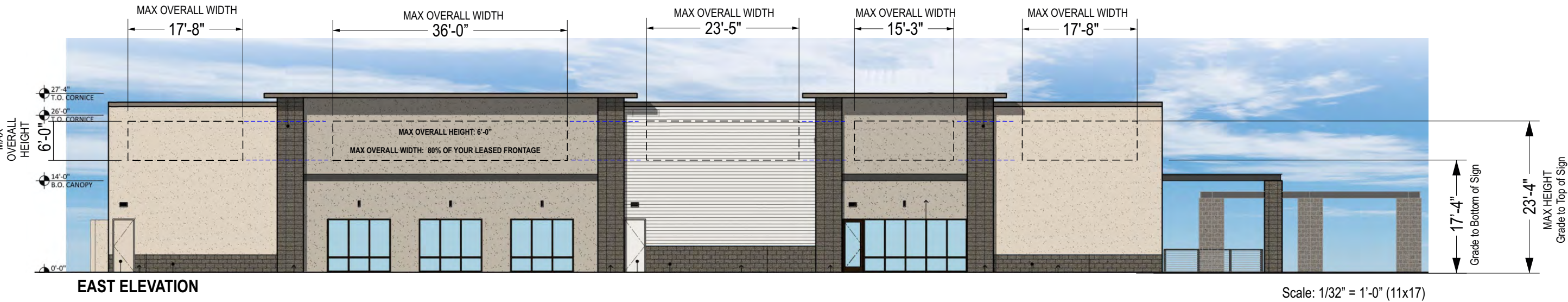
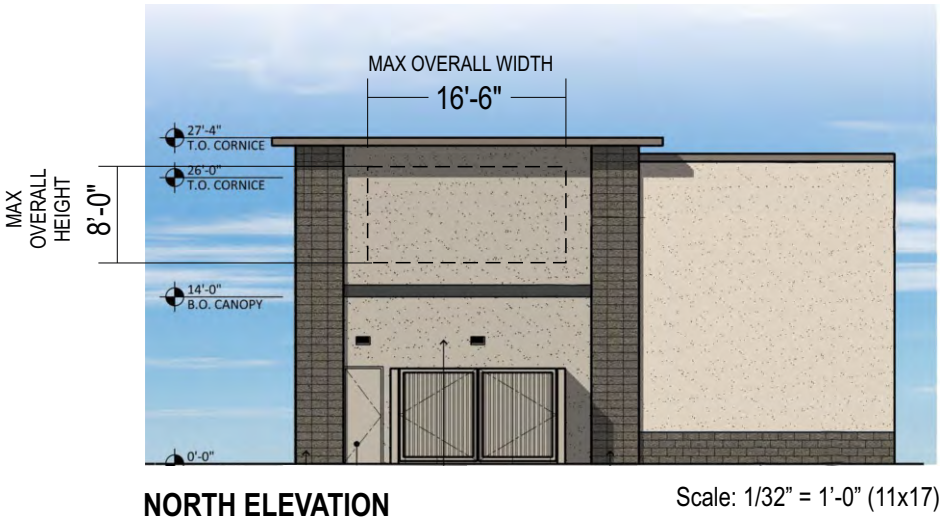
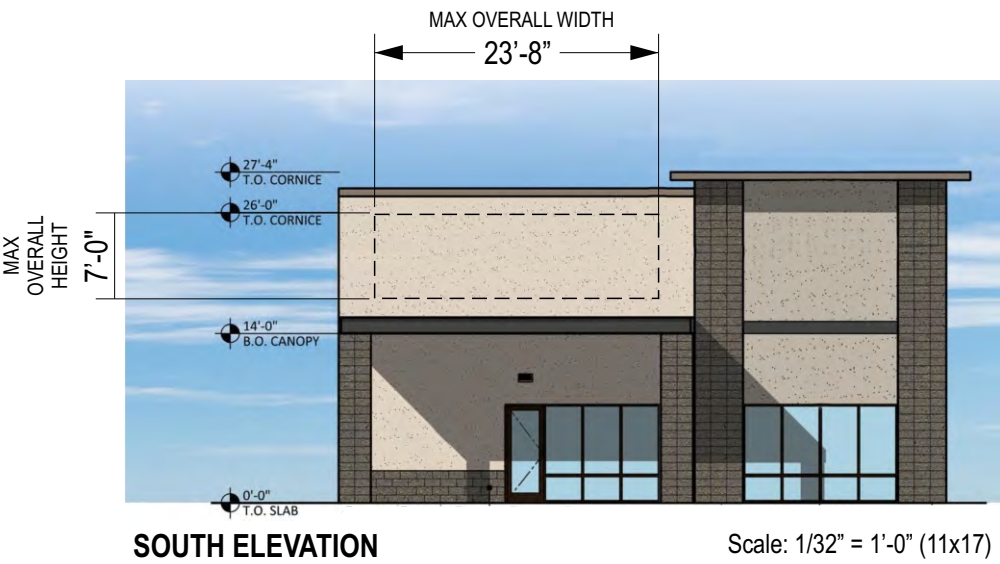
NO LED (OR ANY TYPE) OF LIGHTING PERMITTED IN WINDOW AREAS AT ALL



STANDARD ELEVATION

Scale: 1/16" = 1'-0" (11x17)

PAD 4 | BUILDING 1 | ALLOWABLE LOGO, LETTER HEIGHTS & SQUARE FOOTAGE



- SIGN SQUARE FOOTAGE ALLOWANCE:**
1.5 SF PER LINEAL FOOT OF ELIGIBLE ELEVATION OCCUPIED BY TENANT
- MAXIMUM WIDTH OF USEABLE FRONTAGE:**
THE MAXIMUM WIDTH OF A BUILDING WALL SIGN SHALL NOT EXCEED 80% OF THE LEASED TENANT FRONTAGE
- MAXIMUM HEIGHT OF LOGO ALLOWED:** 4'-0"
- MAXIMUM HEIGHT OF CHANNEL LETTER ALLOWED FOR TWO LINES OF COPY:** 2'-0" PER LINE
- MAXIMUM HEIGHT OF CHANNEL LETTER ALLOWED FOR ONE LINE OF COPY:** 3'-0"
- MINIMUM LETTER HEIGHT FOR A SINGLE LINE OF COPY:** 1'-6"
- SIGNAGE IS ONLY ALLOWED IN AREAS OUTLINED WITH BLACK DOTTED LINE
- ALL CHANNEL LETTERS MUST BE ILLUMINATED
- SIGNAGE TO BE CENTERED HORIZONTALLY AND VERTICALLY ON SIGN BAND
- SIGNAGE IS NOT TO ATTACH TO CANOPY IN ANY WAY
- ANY STAND OFFS OR SPACERS MUST BE PAINTED TO MATCH WALL COLOR
- ELECTRONIC MESSAGE CENTERS ARE NOT ALLOWED



SIGN SQUARE FOOTAGE ALLOWANCE:
1.5 SF PER LINEAL FOOT OF
ELIGIBLE ELEVATION OCCUPIED
BY TENANT

MAXIMUM WIDTH OF USEABLE FRONTAGE:
THE MAXIMUM WIDTH OF A BUILDING WALL
SIGN SHALL NOT EXCEED 80% OF THE LEASED
TENANT FRONTAGE

MAXIMUM HEIGHT OF LOGO ALLOWED: 4'-0"

**MAXIMUM HEIGHT OF CHANNEL LETTER ALLOWED
FOR TWO LINES OF COPY:** 2'-0" PER LINE

**MAXIMUM HEIGHT OF CHANNEL LETTER ALLOWED
FOR ONE LINE OF COPY:** 3'-0"

**MINIMUM LETTER HEIGHT FOR A SINGLE LINE
OF COPY:** 1'-6"

SIGNAGE IS ONLY ALLOWED IN AREAS
OUTLINED WITH BLACK DOTTED LINE

ALL CHANNEL LETTERS MUST BE ILLUMINATED

SIGNAGE TO BE CENTERED HORIZONTALLY
AND VERTICALLY ON SIGN BAND

SIGNAGE IS NOT TO ATTACH TO CANOPY
IN ANY WAY

ANY STAND OFFS OR SPACERS MUST BE
PAINTED TO MATCH WALL COLOR

ELECTRONIC MESSAGE CENTERS ARE NOT
ALLOWED

PAD 6 | ALLOWABLE LOGO, LETTER HEIGHTS & SQUARE FOOTAGE



EAST ELEVATION

Scale: 1/16" = 1'-0" (11x17)



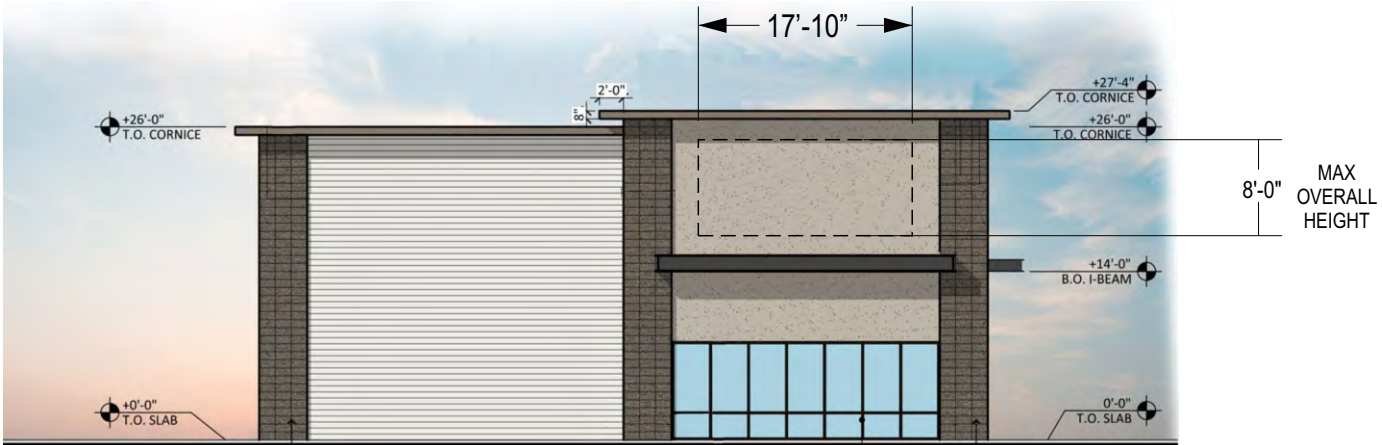
WEST ELEVATION - NO SIGNAGE PERMITTED ON REAR ELEVATION

Scale: 1/16" = 1'-0" (11x17)



NORTH ELEVATION

Scale: 1/16" = 1'-0" (11x17)



SOUTH ELEVATION

Scale: 1/16" = 1'-0" (11x17)

SIGN SQUARE FOOTAGE ALLOWANCE:
1.5 SF PER LINEAL FOOT OF
ELIGIBLE ELEVATION OCCUPIED
BY TENANT

MAXIMUM WIDTH OF USEABLE FRONTAGE:
THE MAXIMUM WIDTH OF A BUILDING WALL
SIGN SHALL NOT EXCEED 80% OF THE LEASED
TENANT FRONTAGE

MAXIMUM HEIGHT OF LOGO ALLOWED: 4'-0"

**MAXIMUM HEIGHT OF CHANNEL LETTER ALLOWED
FOR TWO LINES OF COPY:** 2'-0" PER LINE

**MAXIMUM HEIGHT OF CHANNEL LETTER ALLOWED
FOR ONE LINE OF COPY:** 3'-0"

**MINIMUM LETTER HEIGHT FOR A SINGLE LINE
OF COPY:** 1'-6"

SIGNAGE IS ONLY ALLOWED IN AREAS
OUTLINED WITH BLACK DOTTED LINE

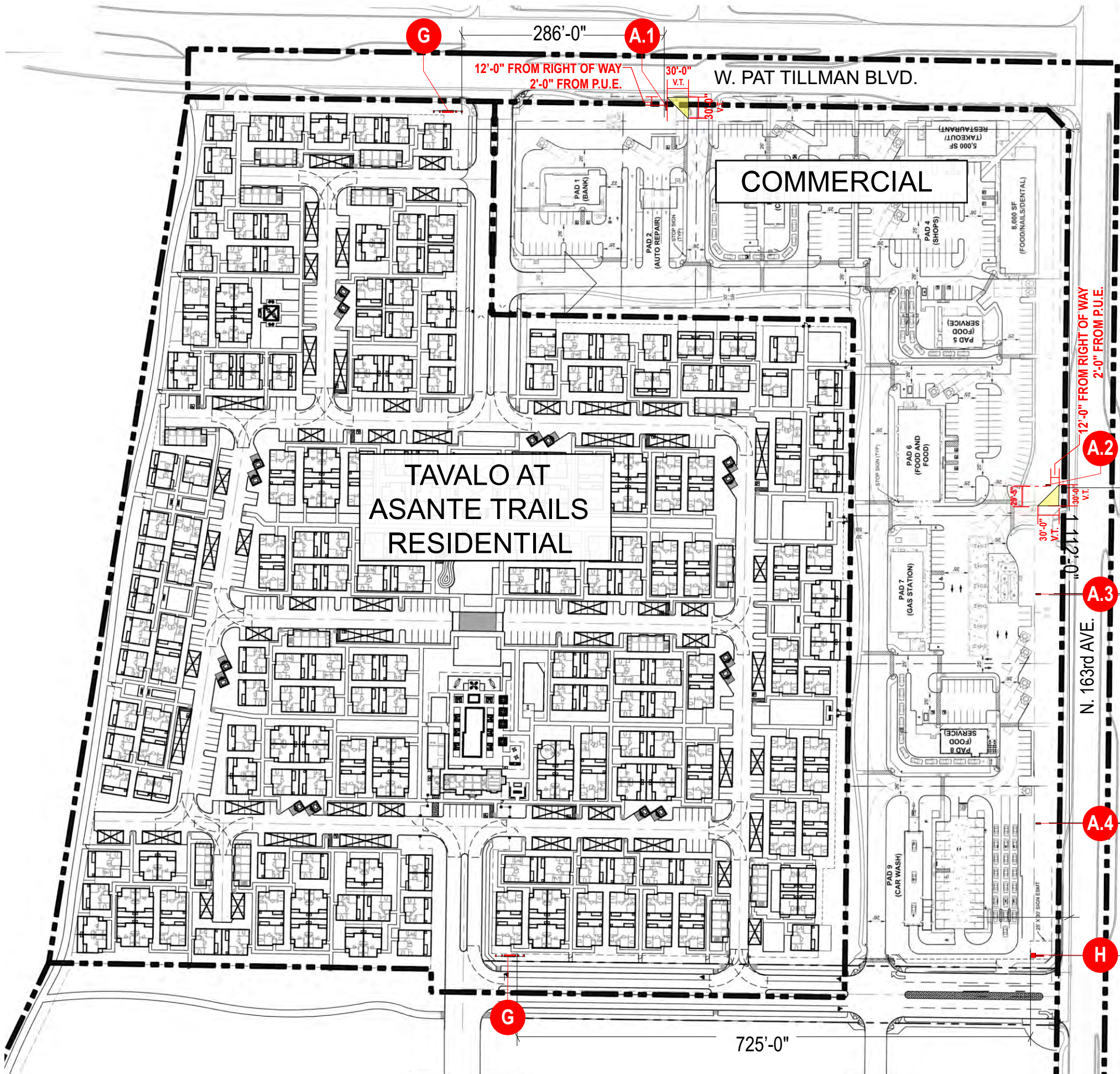
ALL CHANNEL LETTERS MUST BE ILLUMINATED

SIGNAGE TO BE CENTERED HORIZONTALLY
AND VERTICALLY ON SIGN BAND

SIGNAGE IS NOT TO ATTACH TO CANOPY
IN ANY WAY

ANY STAND OFFS OR SPACERS MUST BE
PAINTED TO MATCH WALL COLOR

ELECTRONIC MESSAGE CENTERS ARE NOT
ALLOWED



RESIDENTIAL MONUMENT SIGN LOCATIONS

SITE DATA
 JURISDICTION: SURPRISE, ARIZONA
 APN#: 503-76-980
 LOT 2
 GROSS AREA: 25.9 AC

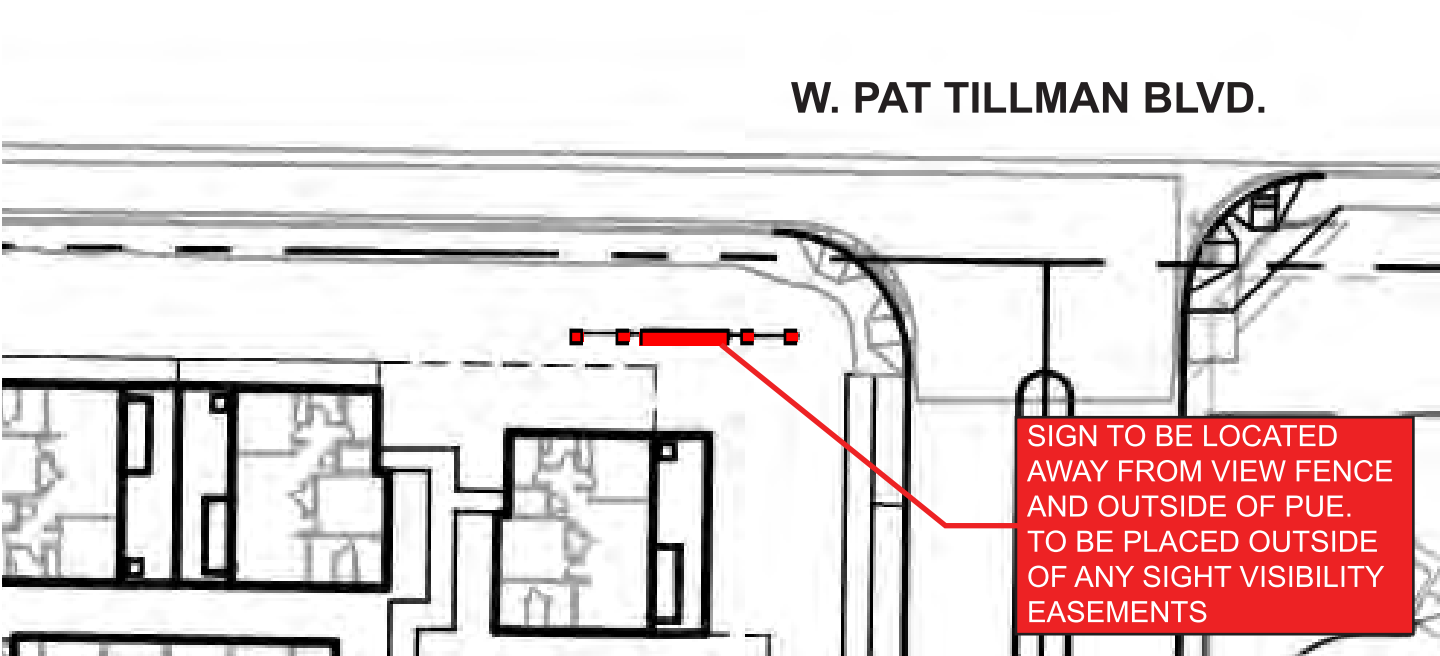
SIGN TYPE “G”: TAVALO ENTRY MONUMENT



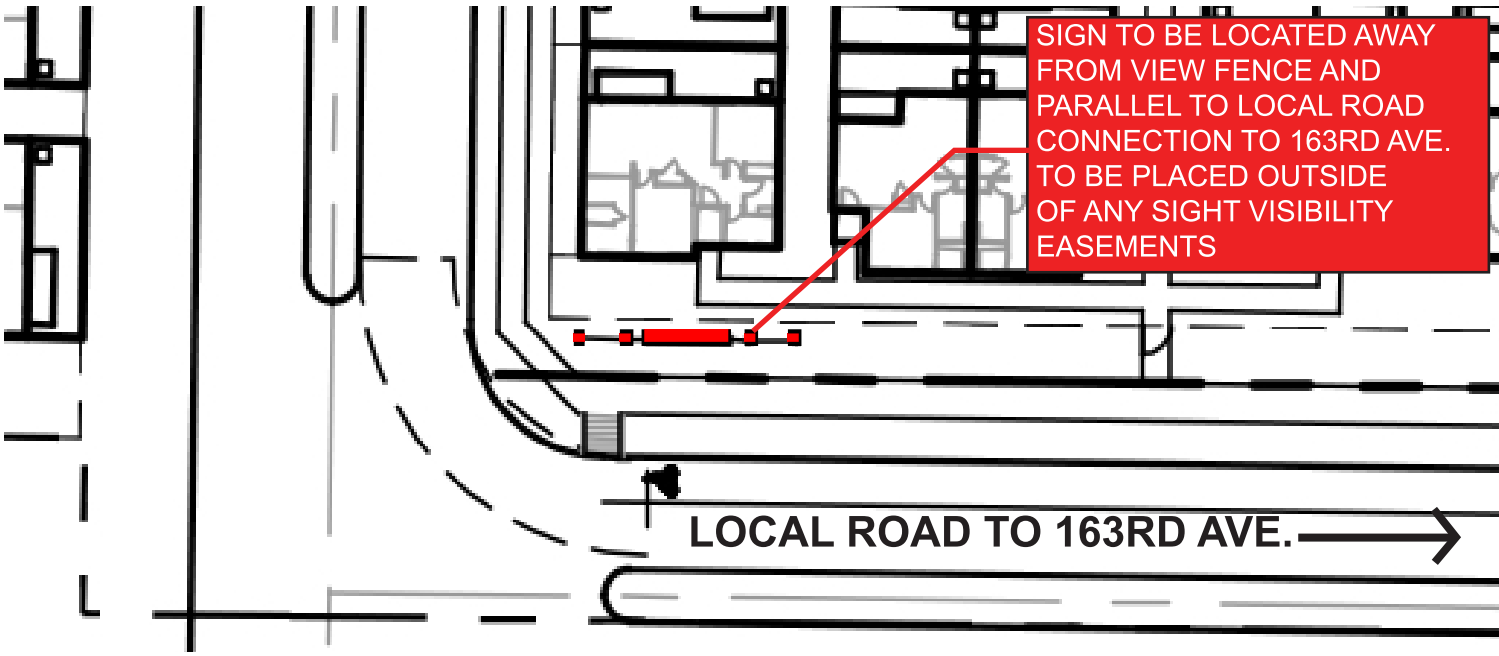
SIGN TYPE “H”: ENTRY MONUMENT @ 163RD AVE.



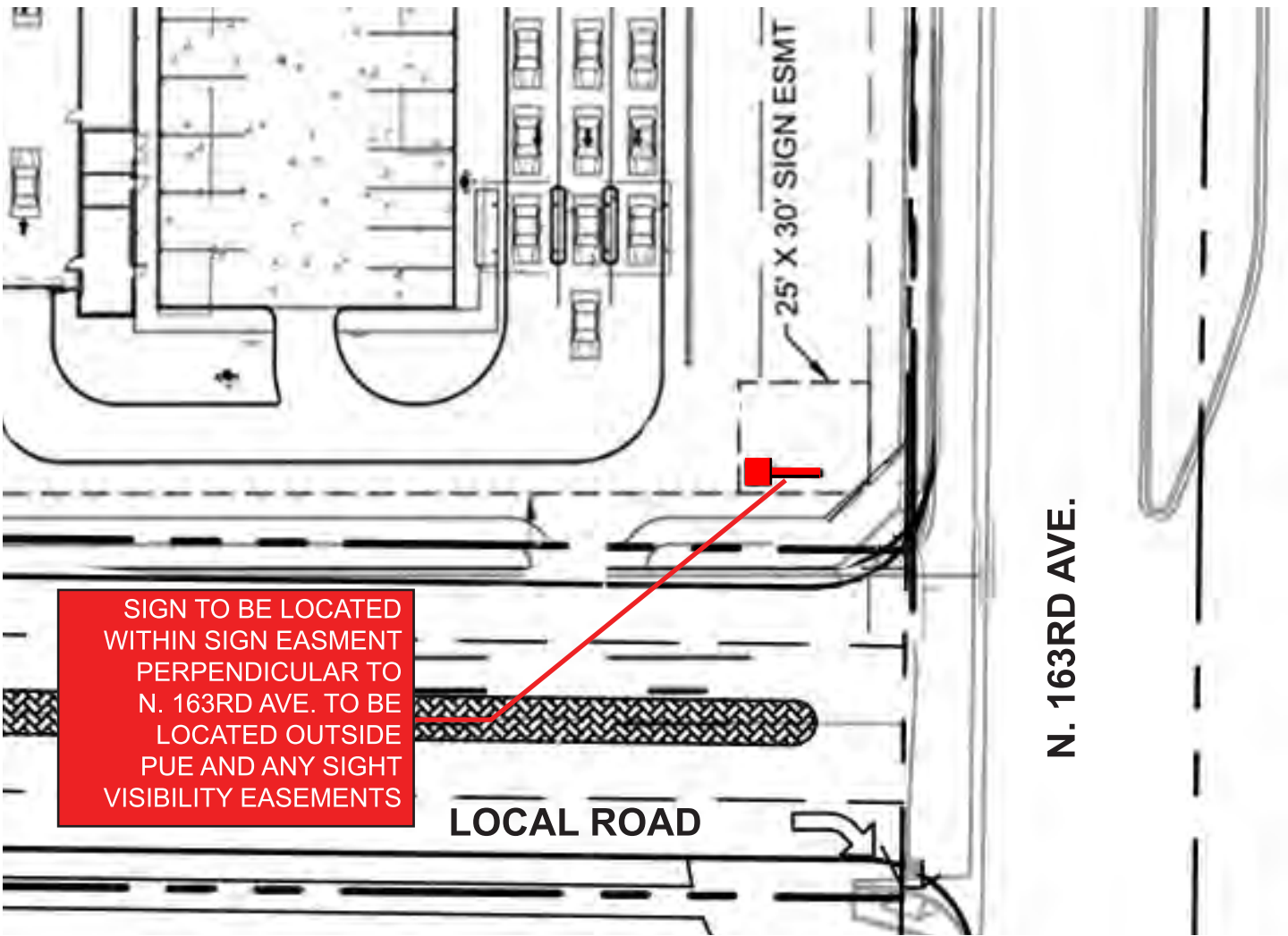
RESIDENTIAL ENTRY MONUMENT (G) AT W PAT TILLMAN BLVD.



RESIDENTIAL ENTRY MONUMENT (G) AT INTERNAL ENTRANCE



ENTRY MONUMENT (H) AT 163RD AVE



SIGN TYPE "G": TAVALO ENTRY MONUMENT



SIGN TYPE "H": ENTRY MONUMENT @ 163RD AVE.



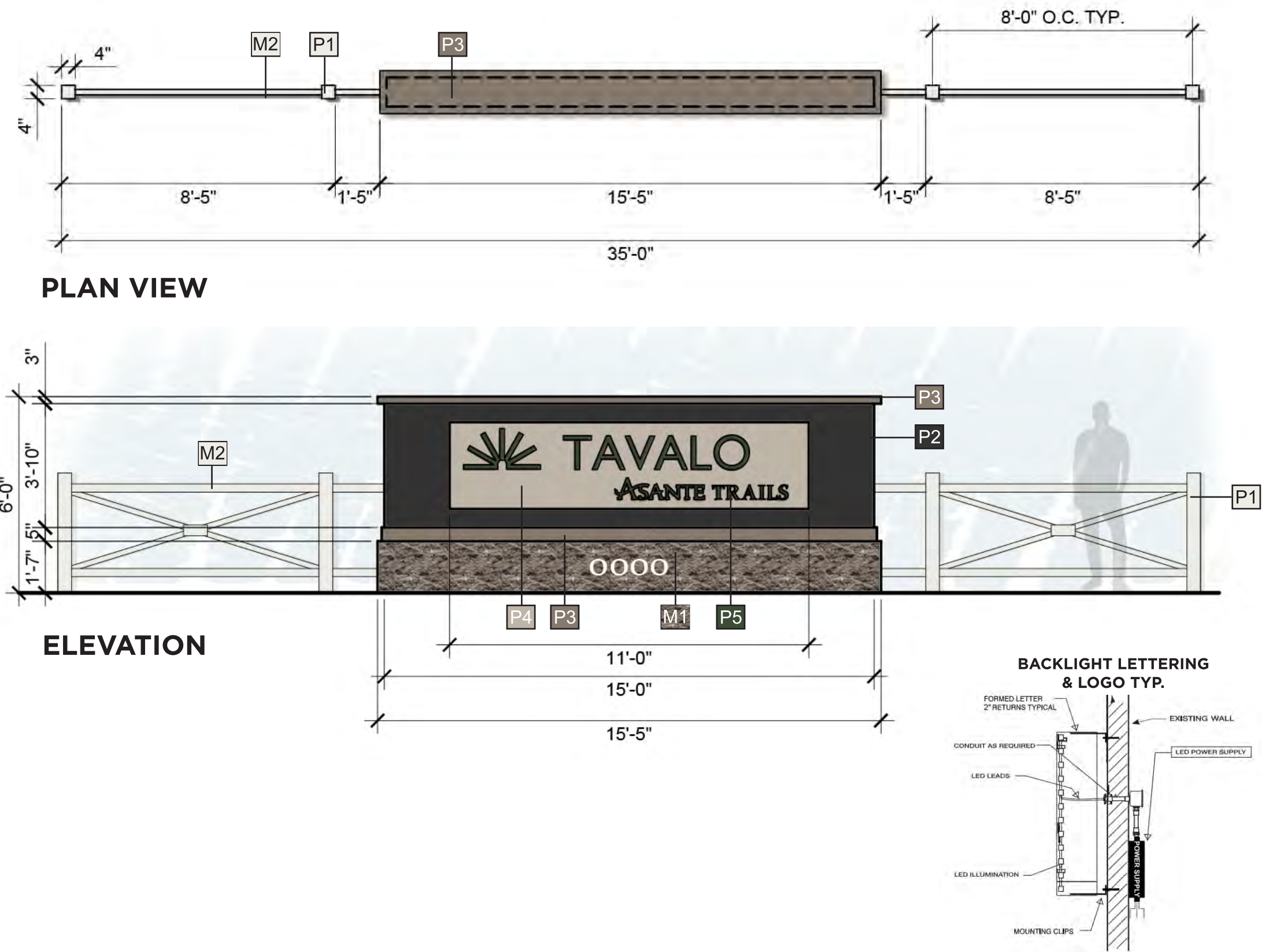
RESIDENTIAL ENTRY MONUMENT - SINGLE SIDED - QTY: 2 | SCALE: 1/4" = 1'-0" (11x17)

SIGN: G

FABRICATION DETAILS		
1	CABINET:	PAINTED ALUMINUM COLOR P2
2	CAP:	3" TALL X 8" DEEP X 15'-0" WIDE ALUMINUM FABRICATED CAP, PAINTED P3
3	BASE:	8"X8"X16" SPLIT FACE CMU, COLOR OPAL
4	CAP OF BASE:	5" TALL X 6" DEEP X 15'-0" WIDE ALUMINUM FABRICATED CAP, PAINTED P3
5	LETTERING AND LOGO:	REVERSE PAN CHANNEL LETTERS, WITH CLEAR LEXAN BACK. ALL LETTERS & LOGO TO BE GREEN (38NP-349) WITH INTERNAL BACKLIGHT
6	ADDRESS:	FCO 1/4" ALUMINUM NUMBERS, PAINTED P1 INSTALLED FLUSH TO FACE OF BASE. FONT: CONSTANTINA
7	LETTER BACK PLATE	2'-8" TALL X 11' L, ALUMINUM @ 3/16" THICK, PLATE CENTERED ON CABINET, PAINTED P4
8	FENCE	3'-8" TALL X 8' O.C. TYP FENCE WITH 4" SQ. TUBULAR POSTS & 3" SQ. STEEL RAILS. 2" SQ. STEEL CROSSMEMBERS

- PAINT:**
- P1 Sherwin Williams Pure White #7005
- P2 Sherwin Williams Iron Ore #7069
- P3 Sherwin Williams Backdrop #7025
- P4 Sherwin Williams Amazing Gray #7044
- P5 GTIS Logo Letter Paint
(To match GTIS Tavallo Queen Creek)

- MATERIALS:**
- M1 ECHELON Split Face Block: Color: Opal
- M2 RAILING, Tube Steel, Painted P1



The landscape design associated with these signs will be integrated into the overall specific landscape design of the community.

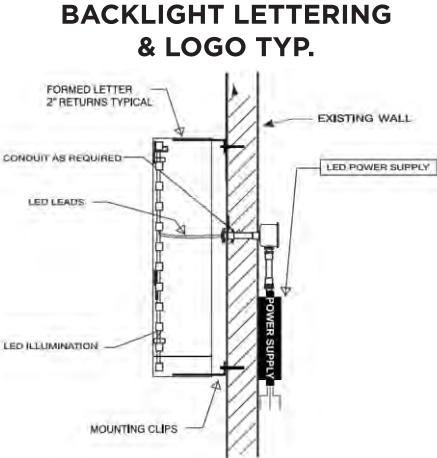
ENTRY MONUMENT AT 163RD AVE - DOUBLE SIDED - QTY: 1 | SCALE: 3/8" = 1'-0" (11x17)

SIGN: H

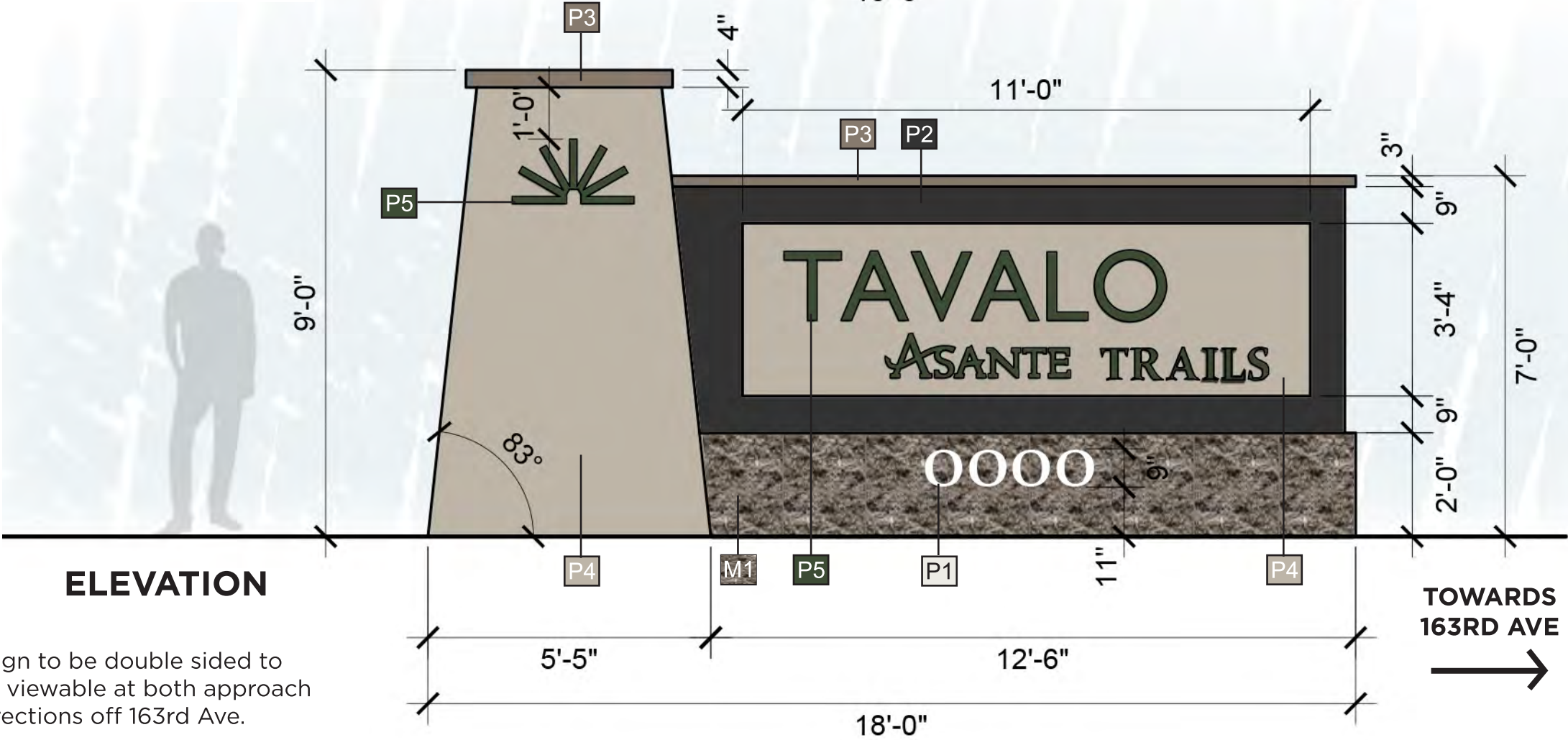
FABRICATION DETAILS		
1	CABINET:	PAINTED ALUMINUM COLOR P2
2	CAP:	3" TALL X 8" DEEP X 15'-0" WIDE ALUMINUM FABRICATED CAP, PAINTED P3
3	BASE:	8"X8"X16" SPLIT FACE CMU, COLOR: OPAL
4	LETTERING AND LOGO:	REVERSE PAN CHANNEL LETTERS, WITH CLEAR LEXAN BACK. ALL LETTERS & LOGO TO BE GREEN (38NP-349) WITH INTERNAL BACKLIGHT
5	ADDRESS:	FCO 1/4" ALUMINUM NUMBERS, PAINTED P1 INSTALLED FLUSH TO FACE OF BASE. FONT: CONSTANTINA
6	COLUMN	8"X8"X16" CMU COLUMN WITH STUCCO FINISH, COLOR: P4
7	COLUMN CAP	4" PRE-CAST CONCRETE CAP, COLOR: P3
8	LETTER BACK PLATE	3'-4" TALL X 11' L, ALUMINUM @ 3/16" THICK, PLATE CENTERED ON CABINET, PAINTED P4

- PAINT:**
- P1 Sherwin Williams Pure White #7005
 - P3 Sherwin Williams Iron Ore #7069
 - P4 Sherwin Williams Backdrop #7025
 - P5 Sherwin Williams Amazing Gray #7044
 - P2 GTIS Logo Letter Paint (To match GTIS Tavallo Queen Creek)

- MATERIALS:**
- M1 ECHELON Split Face Block: Color: Opal
 - M2 STUCCO finish, Paint color: P4



PLAN VIEW



*Sign to be double sided to be viewable at both approach directions off 163rd Ave.

The landscape design associated with these signs will be integrated into the overall specific landscape design of the community.

RESIDENTIAL SIGN MATRIX:TAVALO

G FREESTANDING MONUMENT SIGN	FREESTANDING SIGN WITH COMMUNITY ID SIGN AND LOGO	COMMUNITY ID SIGN	ONE LOCATED ON: N. PAT TILLMAN BLVD AT NORTH ENTRY ONE LOCATED ON: LOCAL STREET AT SOUTH ENTRY	TWO (2)	35' L (WITH FENCES) X 6' H	ALUMINUM ACRYLIC CMU W/ STACKED SPLITFACE	INTERNALLY ILLUMINATED LETTERS WITH WHITE LEDS
H FREESTANDING MONUMENT SIGN	FREESTANDING SIGN FOR ARTERIAL STREET	WAYFINDING AND COMMUNITY ID SIGN	ONE LOCATED ON: NORTH SIDE OF LOCAL ROAD ENTRANCE ALONG ENTRANCE OFF 163RD AVE.	ONE (1)	18' L X 9' H	ALUMINUM ACRYLIC CMU W/ STACKED SPLITFACE	INTERNALLY ILLUMINATED LETTERS WITH WHITE LEDS

CITIZEN'S PARTICIPATION REPORT
ASANTE TRAILS COMPREHENSIVE SIGN PLAN
FS24-1519

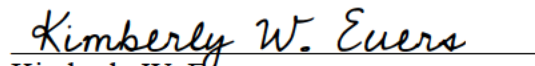
The Citizen's Participation Meeting for the Asante Trails Comprehensive Sign Plan proposal took place on June 23, 2025 at 6:00 p.m. at the Asante Public Library, 16755 W Vereda Solana Dr., Surprise, AZ 85387. In attendance were Kimberly Euers and Crystal Helgeson of YESCO, LLC; Natalya Upshur, Eric Hurley and Brett Budde of SimonCRE; Trever Fleetham of City of Surprise Planning; and two interested citizens.

Post and panel signs notifying the public of said meeting were installed at two locations on the Asante Trails property on May 30, 2025. I was notified on June 3, 2025 by Leslie Carnie of the City of Surprise that legal ads had been placed and mailers sent.

No concerns were raised regarding the seven main freestanding signs (Asante Trails and Tavallo) or the wall signs, all of which were reviewed in detail as to size, design and placement. The two citizen attendees did express concerns regarding traffic circulation and the placement of adequate directional signage pointing to ingress and egress. Comments indicated severe difficulties with adequate directional signage at the Fry's development across W. Pat Tillman Drive, and the citizen participants wanted assurances that a similar set of difficulties would not arise in the Asante Trails commercial portion of the development. SimonCRE pointed out that the Asante Trails development is much smaller than the larger centers being referenced, and all roads lead to the rear drive aisle which directs traffic to a spine road so there should be no issues in identifying exits from the property. However, the number and placement of directional signs is left open in the Asante Trails Comprehensive Sign Plan, and any perceived circulation issues can and will easily be resolved by placing directional signage as needed and approved by the City.

There were no issues raised that the applicant was unable or unwilling to address. Comment sheets were offered but were not utilized.

Please accept this report as a factual summary of the evening's events.


Kimberly W. Euers
Director of Government Relations
Southwest Division
keuers@yesco.com
(480) 403-7707

YESCO Phoenix

480-449-3726

6725 W Chicago St
Chandler, AZ 85225



AFFIDAVIT OF SIGN POSTING

Case Number: FS24-1519

Project Name: Asante Trails Comprehensive Sign Plan - Neighborhood Meeting

Project Location: SWC W. Pat Tillman Boulevard and N. 163rd Avenue

Date Posted May 30th, 2025

In order to assist in providing adequate notice to interested parties, the applicant for any type of public hearing shall erect two (2) signs providing notice of the date, time, and place of the scheduled hearing(s). These signs must be erected not less than fifteen (15) calendar days prior to the date of the first hearing. The signs shall also include the description of the request as contained on the formal development application. The size and format of this sign shall meet requirements established by the city (see example).

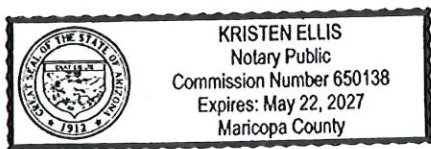
Such notice shall be clearly legible and placed at a prominent location on the site, generally adjacent and perpendicular to the public right-of-way. It shall be the responsibility of the applicant to erect and to maintain the sign on the subject property, as well as the information on the sign, until final disposition of the case.

I confirm that the site has been posted as required, for the case noted above. Photographs of the site posting, and any subsequent changes/updates made to the sign, have also been submitted.

Kimberly W. Evers 06/03/2025
Owner / Application Signature Date

This instrument was acknowledged before me this 3rd day of June,

20 25 by Kimberly W Evers



Kristen Ellis
Notary Public

My Commission Expires: May 22, 2027

Welcome!

Please Sign In*

Date 6/13/25

[illegible]

* Providing contact information is not required, and the purpose is to provide updates regarding the project. However, please be aware that any information provided on this sheet will become part of the public record.

AFFIDAVIT OF SIGN POSTING

Case Number: FS24-1519

Project Name: Asante Trails Comprehensive Sign Plan

Project Location: SWC Pat Tillman Boulevard & N. 163rd Avenue

Date Posted: August 1, 2025

In order to assist in providing adequate notice to interested parties, the applicant for any type of public hearing shall erect two (2) signs providing notice of the date, time, and place of the scheduled hearing(s). These signs must be erected not less than fifteen (15) calendar days prior to the date of the first hearing. The signs shall also include the description of the request as contained on the formal development application. The size and format of this sign shall meet requirements established by the city (see example).

Such notice shall be clearly legible and placed at a prominent location on the site, generally adjacent and perpendicular to the public right-of-way. It shall be the responsibility of the applicant to erect and to maintain the sign on the subject property, as well as the information on the sign, until final disposition of the case.

I confirm that the site has been posted as required, for the case noted above. **Photographs of the site posting, and any subsequent changes/updates made to the sign, have also been submitted.**

Kathleen W. Evers 8/4/2025
Owner / Application Signature Date

This instrument was acknowledged before me this 4th day of August,

2025 by Kimberly Evers



Kristen Ellis
Notary Public

My Commission Expires:

May 22, 2027

Notice of Public Hearing

City of Surprise

In-Person Neighborhood Meeting

Date: June 23rd, 2025

Time: 6:00 p.m.

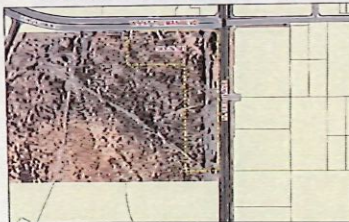
Location: Asante Public Library,
16755 W. Vereda Solana Dr.,
Surprise, AZ 85387

Planning & Zoning

Date: September 4th, 2025

Time: 6:00 p.m.

Location: Surprise City Hall Council Chambers



City Council

Date: September 16th, 2025

Time: 6:00 p.m.

Location: Surprise City Hall Council Chambers
16000 N. Civic Center Plaza
Surprise, AZ 85374

16000 N. Civic Center Plaza
Surprise, AZ 85374

Case Number: FS24-1519

Request: To Approve a Comprehensive Sign Plan for Asante Trails
and Tavallo at Asante Trails at the SWC of W. Pat Tillman Blvd. and 163rd Ave.

For More Information, Call: 623-222-3011 * surpriseaz.gov

Notice of Public Hearing

City of Surprise

In-Person Neighborhood Meeting

Date: June 23rd, 2025

Time: 6:00 p.m.

Location: Asante Public Library,
16755 W. Vereda Solana Dr.,
Surprise, AZ 85387

Planning & Zoning

Date: September 4th, 2025

Time: 6:00 p.m.

Location: Surprise City Hall Council Chambers
16000 N. Civic Center Plaza
Surprise, AZ 85374



Case Number: FS24-1519

Request: To Approve a Comprehensive Sign Plan for Asante Trails and Tavallo at Asante Trails at the SWC of W. Pat Tillman Blvd. and 163rd Ave.

For More Information, Call: 623-222-3011 * surpriseaz.gov

City Council

Date: September 16th, 2025

Time: 6:00 p.m.

Location: Surprise City Hall Council Chambers
16000 N. Civic Center Plaza
Surprise, AZ 85374

Notice of Public Hearing

City of Surprise

In-Person Neighborhood Meeting

Date: June 23rd, 2025

Time: 6:00 p.m.

Location: Asante Public Library,
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Planning & Zoning

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City Council

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City of Surprise

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City Council

Date: September 16th, 2025

Time: 6:00 p.m.

Location: Surprise City Hall Council Chambers
16000 N. Civic Center Plaza
Surprise, AZ 85374

FS24-1519

Asante Trails

COMPREHENSIVE SIGN PROGRAM

City Council

September 16, 2025

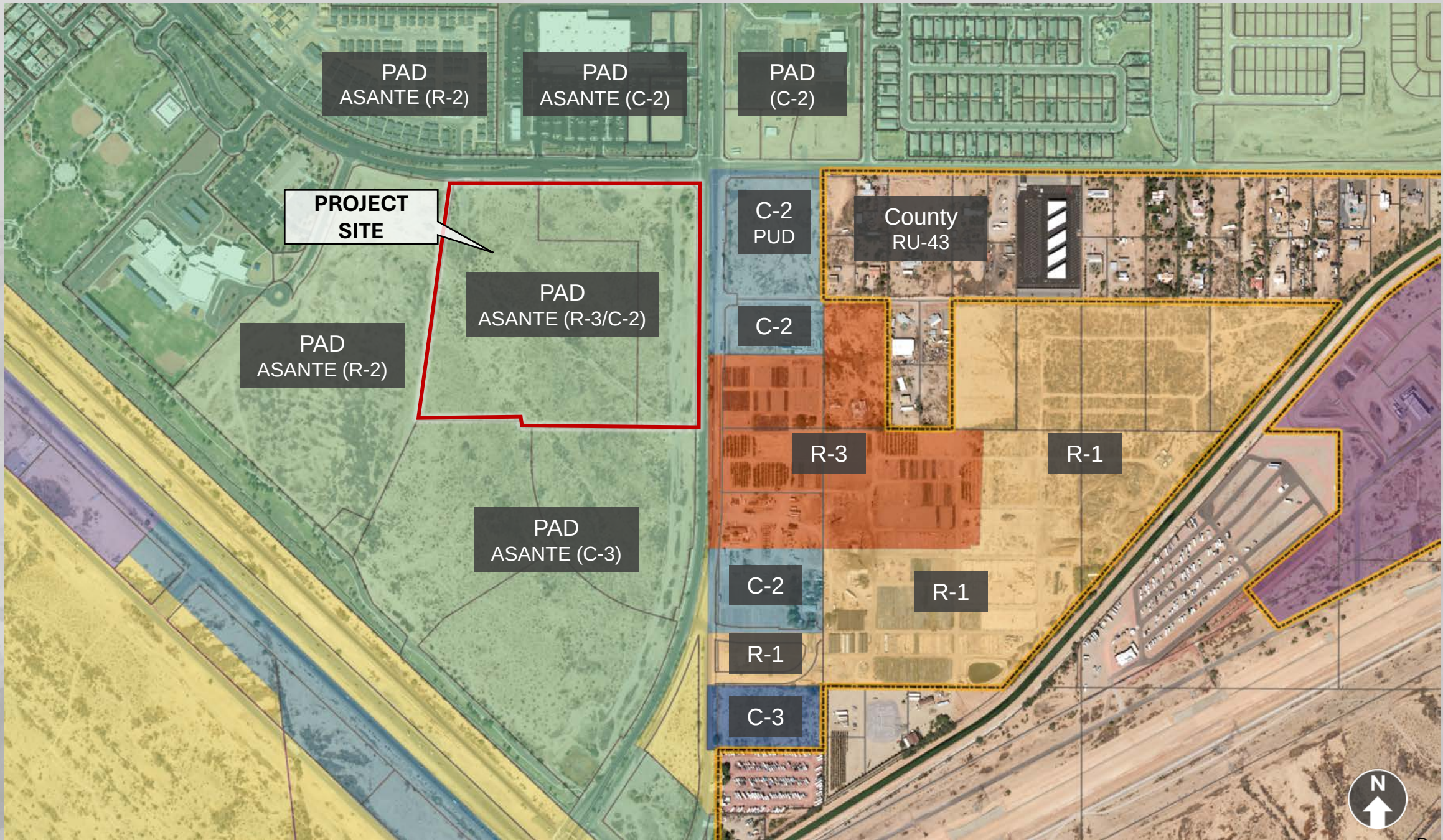


SURPRISE

ARIZONA



VICINITY MAP



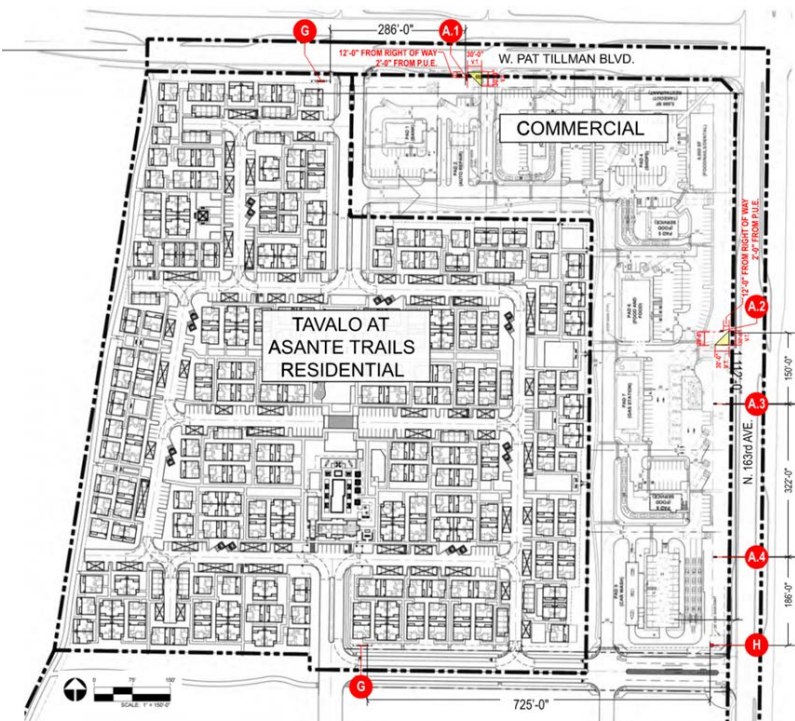
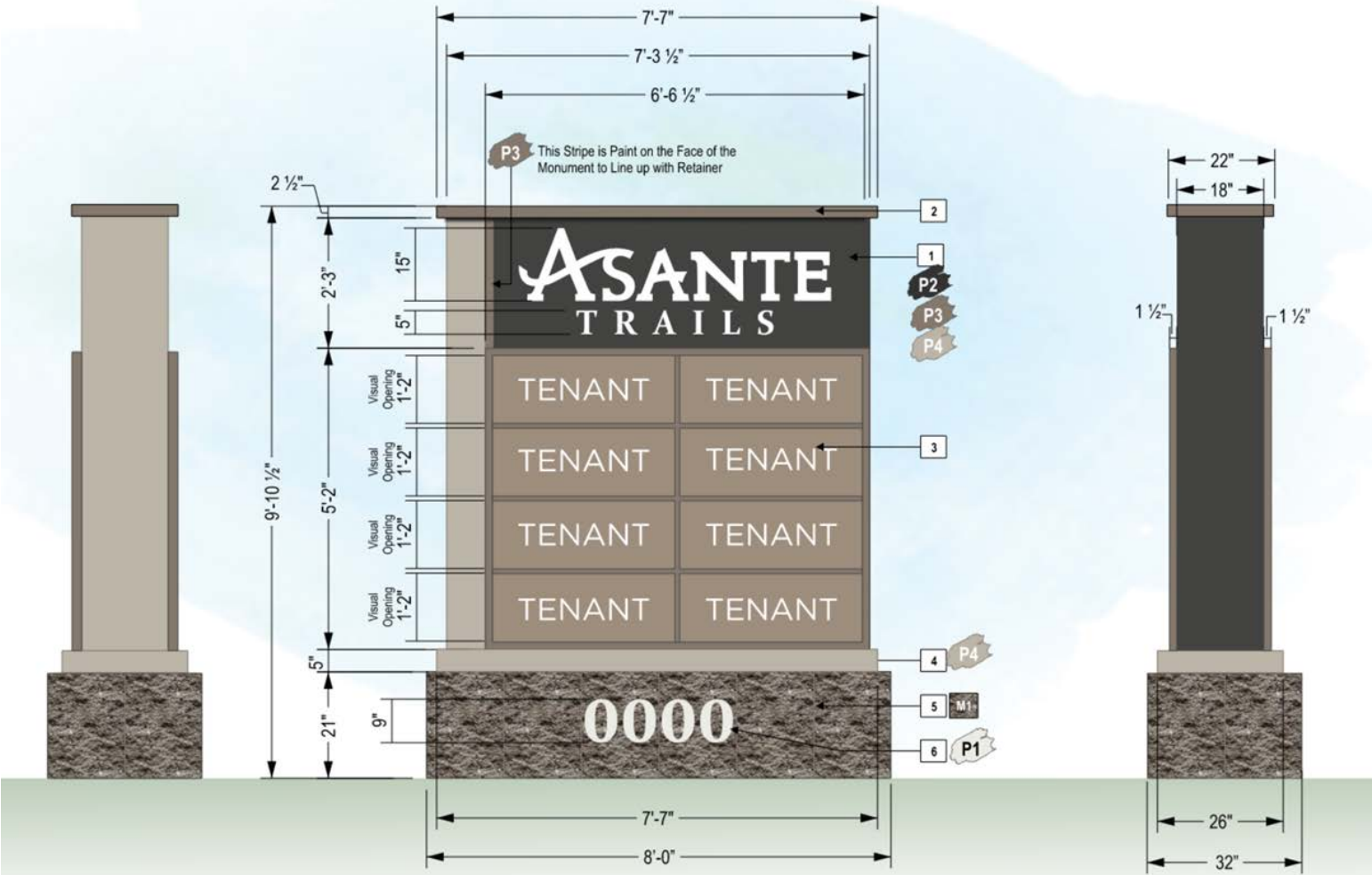
ZONING MAP

ASANTE TRAILS CSP SIGN MATRIX

SIGN TYPE	SIGN DESCRIPTION	FUNCTION	PLACEMENT	QUANTITY	SIZE	MATERIALS	ILLUMINATION
A FREESTANDING MONUMENT SIGN	FREESTANDING SIGN WITH INDIVIDUAL TENANT PANEL SIGNAGE	IDENTIFY TENANTS IN THE COMPLEX	THREE (3) LOCATED ON: N. 163RD AVENUE ONE (1) LOCATED ON: W. PAT TILLMAN BLVD.	Multi-Tenant Monument Two(2) Pad Monument Two(2)	9'-10 1/2" X 7'-7"	ALUMINUM ACRYLIC CMU STONE VENEER	INTERNALLY ILLUMINATED WITH WHITE LEDS
B DIRECTIONAL SIGNAGE CLASS III MONUMENT	FREESTANDING NON-ILLUMINATED SINGLE FACE OR DOUBLE FACE DIRECTIONAL SIGNAGE	TO DIRECT TRAFFIC TO BUSINESS ENTRIES OR DRIVE THRU OR EXISTS	PERMITTED ALONG STREET FRONTAGE IN CONJUNCTION WITH A DRIVEWAY, NOT TO EXCEED 30" IN HEIGHT OR 36" FROM ADJACENT PAVEMENT	NUMBER TO BE DETERMINED	NOT TO EXCEED 30" IN HEIGHT AND NOT TO EXCEED 6 SQUARE FEET	ALUMINUM VINYL ACRYLIC STONE VENEER	NON-ILLUMINATED OR INTERNALLY ILLUMINATED WITH WHITE LEDS
C DRIVE THRU SIGNAGE CLASS I	FREESTANDING ILLUMINATED or NON-ILLUMINATED SINGLE FACE MENU SIGNS	PROVIDE MENU AND ORDERING FOR BUSINESS WITH A DRIVE THRU	EXACT LOCATION TO BE DETERMINED	1 PER BUSINESS	BOTTOM OF SIGN NTE 2'-0" FROM GRADE NO MORE THAN 8'-0" TALL FROM GRADE TO TOP OF SIGN NO MORE THAN 50 SF	ALUMINUM VINYL ACRYLIC STONE VENEER	NON-ILLUMINATED OR INTERNALLY ILLUMINATED WITH WHITE LEDS
D DRIVE THRU SIGNAGE CLASS II	FREESTANDING ILLUMINATED or NON-ILLUMINATED SINGLE FACE PREVIEW SIGNS	PROVIDE A PREVIEW MENU TO PREPARE FOR ORDERING	EXACT LOCATION TO BE DETERMINED	1 PER BUSINESS	BOTTOM OF SIGN NTE 2'-0" FROM GRADE NO MORE THAN 8'-0" TALL FROM GRADE TO TOP OF SIGN NO MORE THAN 50 SF	ALUMINUM VINYL ACRYLIC STONE VENEER	NON-ILLUMINATED OR INTERNALLY ILLUMINATED WITH WHITE LEDS
SIGN TYPE	BUILDING / TENANT TYPE	LOCATION	QTY / SIGN AREA	MAX. LETTER / LOGO HEIGHTS	MATERIALS	ILLUMINATION	
E MULTI TENANT BUILDINGS WALL SIGNAGE	MAIN ID REVERSE PAN CHANNEL, FACE LIT PAN CHANNEL, FRONT & REAR LIT PAN CHANNEL SECONDARY COPY NON-ILLUMINATED FCO ILLUMINATED OR NON-ILLUMINATED PUSH THRU CABINET	SIGNAGE MAY BE PLACED ON ANY LEASED TENANT ELEVATION FACING A MAIN STREET OR PRIMARY PARKING AREA	1.5 SF PER LINEAL FOOT OF EACH ELIGIBLE ELEVATION OCCUPIED BY TENANT SEE PAGE 9 FOR ADDITIONAL INFORMATION	LOGO HEIGHT: NTE 48" LETTER HEIGHT IF SIGN HAS TWO LINES OF COPY: NTE 24" PER LINE LETTER HEIGHT IF SIGN HAS SINGLE LINE OF COPY: NTE 36" MINIMUM LETTER HEIGHT: 18" NO WALL SIGNAGE TO PROJECT MORE THAN 16" FROM WALL IT'S MOUNTED ON	MAIN ID SIGNS / LOGO SIGNS FRONT LIT PAN CHANNEL, REVERSE LIT PAN CHANNEL, FRONT & REAR ILLUMINATED PAN CHANNEL SECONDARY SIGNAGE FCO LETTERS OR PUSH THRU ILLUMINATED CABINET SEE PAGES 12-13 FOR ADDITIONAL DETAILS	ALL MAIN ID CHANNEL LETTERS MUST BE ILLUMINATED, SECONDARY SIGNAGE MAY BE NON-ILLUMINATED ELECTRONIC MESSAGE CENTERS ARE NOT PERMITTED	
F PAD BUILDINGS WALL SIGNAGE	MAIN ID REVERSE PAN CHANNEL, FACE LIT PAN CHANNEL, FRONT & REAR LIT PAN CHANNEL SECONDARY COPY NON-ILLUMINATED FCO ILLUMINATED OR NON-ILLUMINATED PUSH THRU CABINET	SIGNAGE MAY BE PLACED ON ANY LEASED TENANT ELEVATION FACING A MAIN STREET OR PRIMARY PARKING AREA	1.5 SF PER LINEAL FOOT OF ELIGIBLE ELEVATION OCCUPIED BY TENANT SEE PAGE 9 FOR ADDITIONAL INFORMATION	LOGO HEIGHT: NTE 72" LETTER HEIGHT IF SIGN HAS TWO LINES OF COPY: NTE 36" PER LINE LETTER HEIGHT IF SIGN HAS SINGLE LINE OF COPY: NTE 48" MINIMUM LETTER HEIGHT: 24" NO WALL SIGNAGE TO PROJECT MORE THAN 16" FROM WALL IT'S MOUNTED ON	MAIN ID SIGNS / LOGO SIGNS FRONT LIT PAN CHANNEL, REVERSE LIT PAN CHANNEL, FRONT & REAR ILLUMINATED PAN CHANNEL SECONDARY SIGNAGE FCO LETTERS OR PUSH THRU ILLUMINATED CABINET SEE PAGES 12-13 FOR ADDITIONAL DETAILS	ALL MAIN ID CHANNEL LETTERS MUST BE ILLUMINATED, SECONDARY SIGNAGE MAY BE NON-ILLUMINATED ELECTRONIC MESSAGE CENTERS ARE NOT PERMITTED	

COMMERCIAL MAJOR MONUMENT SIGNS

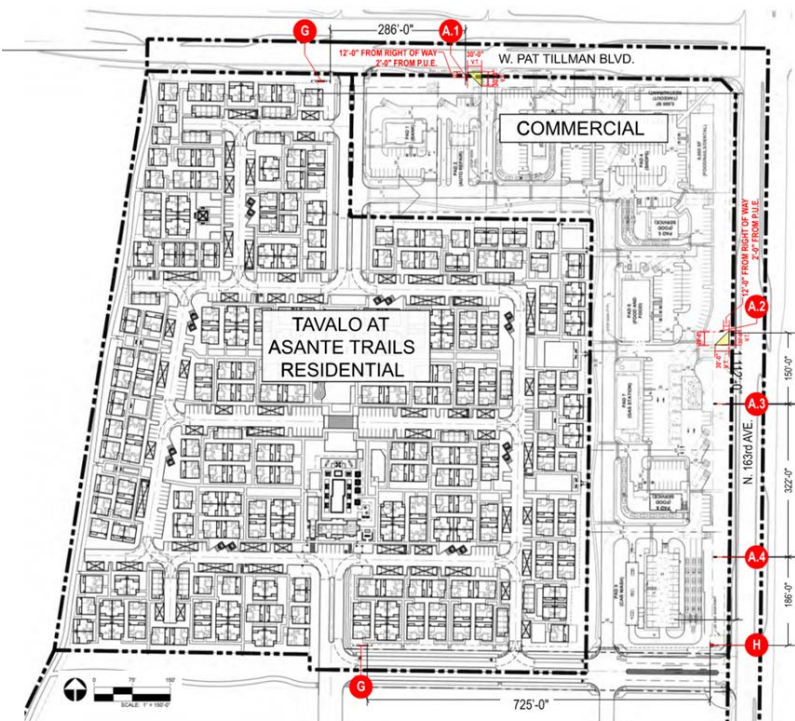
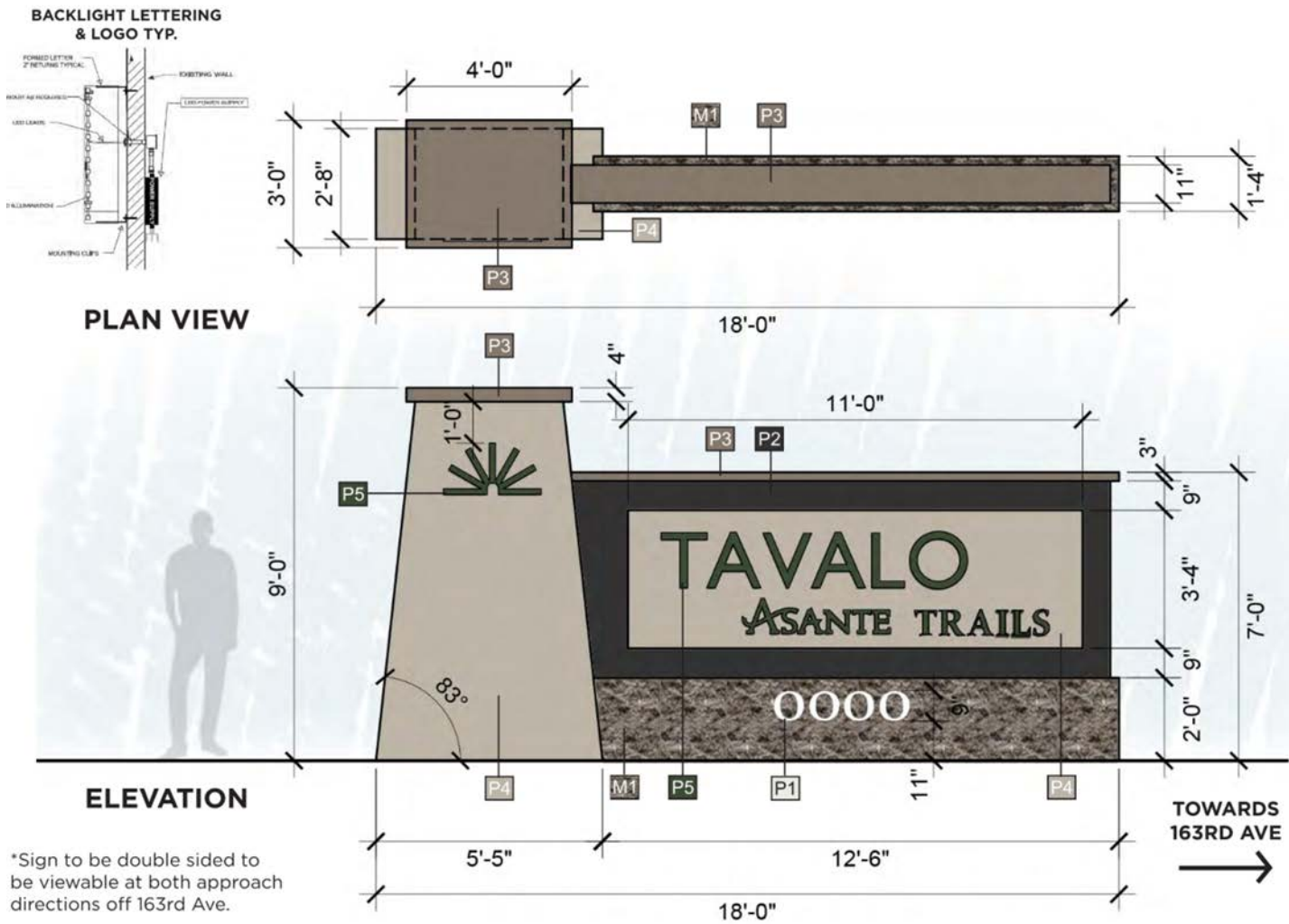
SIGNS A1 – A4



	LDO STANDARD	PROPOSED CSP
Number of Signs	1 sign per 150'	1 sign per 150'
Max. Height	15' *	9'-10 1/2"
* 17' for architectural embellishments		
Max. Sign Area	120 SQ. FT.	85.92 SQ. FT.

COMMERCIAL MAJOR MONUMENT SIGNS

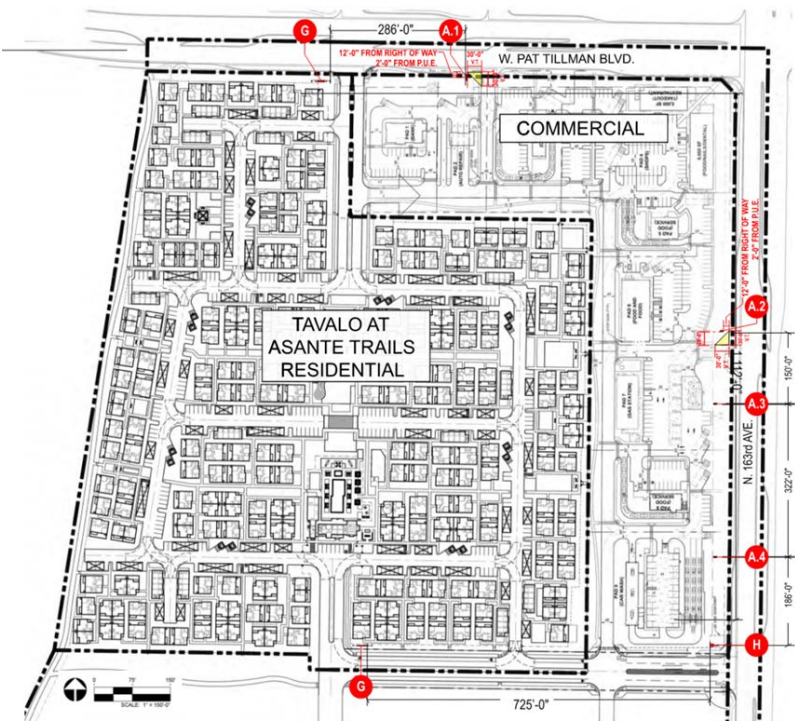
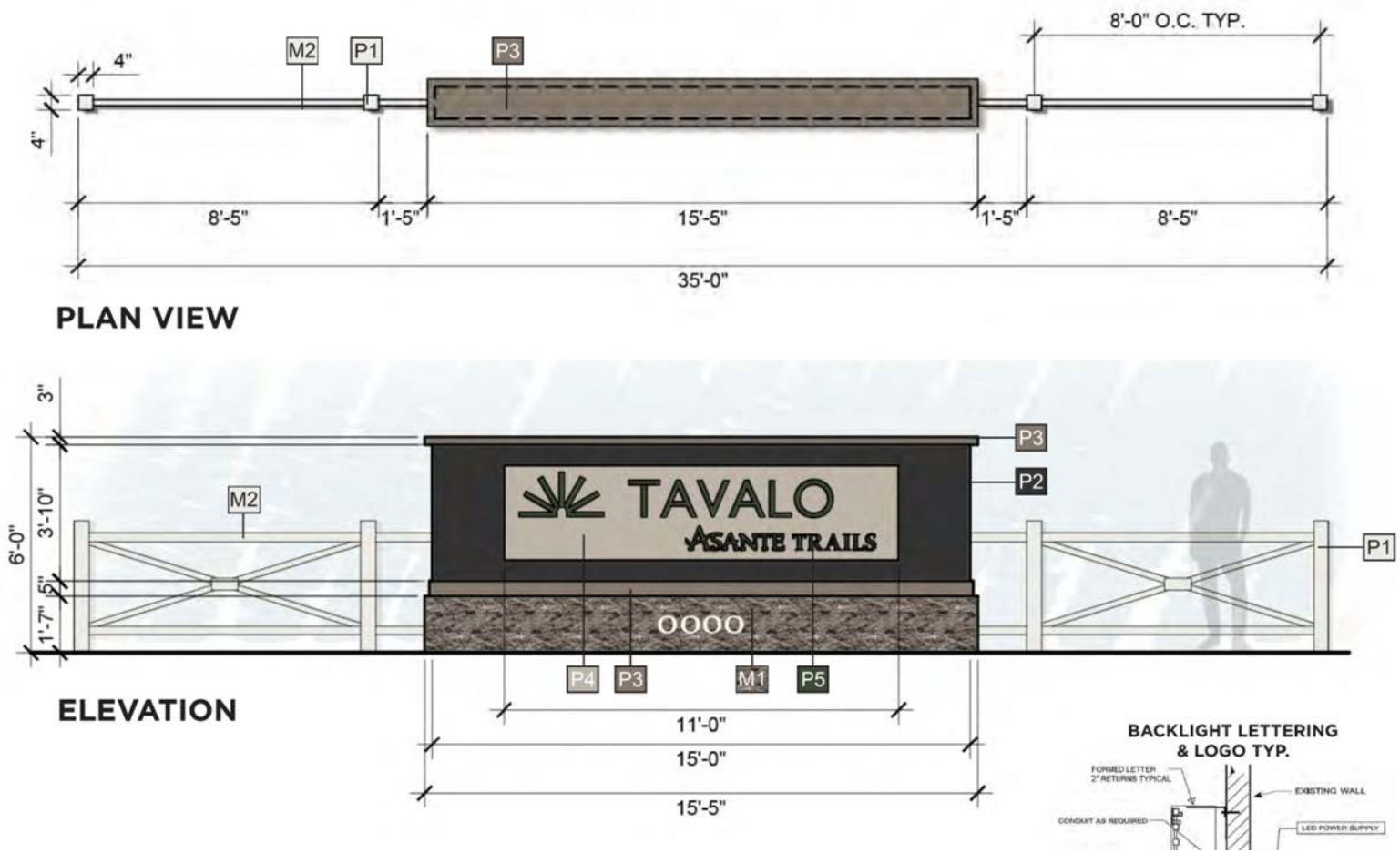
SIGN H



	LDO STANDARD	PROPOSED CSP
Number of Signs	1 sign per 150'	1 sign per 150'
Max. Height	15'- 0" *	9'- 0"
* 17' for architectural embellishments		
Max. Sign Area	120 SQ. FT.	36.63 SQ. FT.

RESIDENTIAL MINOR MONUMENT SIGNS

SIGN G



	LDO STANDARD	PROPOSED CSP
Number of Signs	1 sign per 150'	1 sign per 150'
Max. Height	8'-0" *	9'-0"
* 10' for architectural embellishments		
Max. Sign Area	32 SQ. FT.	33 SQ. FT.

OUTREACH

Neighborhood Meeting

- June 23, 2025
- Asante Public Library
- 2 attendees
 - Concerns regarding adequate directional signage and traffic circulation.

RECOMMENDATION

On September 04, 2025, the Planning & Zoning Commission recommended approval of the Asante Trails Comprehensive Sign program (FS24-1519) subject to stipulations 'a' and 'b'.

Questions or Comments?

THANK YOU



SURPRISE
ARIZONA

STIPULATIONS

- a. Development and use of the site shall be consistent with the Comprehensive Sign Program entitled “Asante Trails”, prepared by Yesco and received July 21, 2025.
- b. Non-compliance with the stipulations of approval of this case will be treated as a violation in accordance with the applicable provisions of the Surprise Municipal Code.



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: September 16, 2025 Contact Person: Adam Lane
Submitting Department: Human Svcs and Comm District: Citywide
Vitality
Staff Recommendations:

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

Agenda Wording:

~~*Consideration and action pertaining to approval of Amendment No. 1 to the Intergovernmental Agreement with Maricopa County for homeless services; amending the Fiscal Year 2026 budget by moving budget in the amount of \$300,000 from General Contingency to the Grants Fund; and revising the Contract Awarding Authority List; Resolution 2025-108.~~

Motion:

I move to approve Resolution 2025-108.

Background:

In October 2023, the City of Surprise entered into an intergovernmental agreement with Maricopa County to expand homelessness services in the Surprise area. The County provided the City with \$850,000 in funding for emergency shelter services and homeless services administration. The current terms of the agreement are from August 1, 2023, through September 30, 2026. This funding supports operations of the West Valley Housing Assistance Center (WVHAC), contributes to the salary of the City's Housing Solutions Coordinator, and provided support for the Interfaith Homeless Emergency Lodging Program while it was operating in the City of Surprise.

Amendment No. 1 to this agreement provides an additional \$300,000 to support WVHAC operations for the remainder of the agreement. This funding includes a \$100,000 contribution from the City of Glendale and \$200,000 in ARPA funding passed through Maricopa County.

Objective Analysis:

This action will allow the Human Service & Community Vitality Department to continue to support operations at the WVHAC.

Policy Compliant:

This item is compliant with City and Council Policy.

Financial Impact:

This one-time amount of \$300,000 is to provide additional funding to support WVHAC operations.

These expenses are on a reimbursable basis. There is no match associated with this funding.

Budget Impact:

This action requires a movement of budget authority in the amount of \$300,000 from General Contingency to project G51722 FY24 Homeless Services in the Grants Fund to cover projected expenditures associated with homeless services. 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. 25.08.29 Res 2025-108 Homeless Services IGA Amend 1
 2. 25.08.29 COS Homeless Services Amend 1
 3. 9-16 IGA Amend
-

RESOLUTION 2025-108

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA APPROVING AMENDMENT NO. 1 TO THE INTERGOVERNMENTAL AGREEMENT #22-24-024-X-00 WITH MARICOPA COUNTY FOR HOMELESS SERVICES; AMENDING THE FISCAL YEAR 2026 BUDGET BY MOVING BUDGET AUTHORITY OF \$300,000 FROM GENERAL CONTINGENCY TO THE GRANTS FUND PROJECT G51722 AND REVISING THE CONTRACT AWARDING AUTHORITY LIST.

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, the City of Surprise and Maricopa County entered into Intergovernmental Agreement #22-24-024-X-00 on or about October 18, 2023, for the purpose of expanding homelessness services in the Surprise area through homeless services administration and emergency shelter services ("Agreement");

WHEREAS, the term of the Agreement began on August 1, 2023 and continues through September 30, 2026, with the County providing the City with \$850,000 in funding for program service delivery on a reimbursable basis;

WHEREAS, the parties desire to enter into Amendment No. 1 to the Agreement to provide an additional \$300,000 for program service delivery;

WHEREAS, Amendment No. 1 also updates various sections in the Agreement, including, but not limited to, a revised scope of work;

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

WHEREAS, the FY2026 budget, including the FY2026 Contract Awarding Authority List, was adopted by Council Resolution #2025-71 on June 3, 2025.

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, 2025, through June 30, 2026.

Section 2. That the statements and schedules attached as *Exhibit B* and incorporated by reference are adopted, amending the Fiscal Year 2026 Contract Awarding Authority List of the City of Surprise, Arizona for the fiscal year July 1, 2025, through June 30, 2026.

Section 3. That Amendment No. 1 to the Intergovernmental Agreement between Maricopa County and the City of Surprise (Agreement #C-22-24-024-X-01) attached as *Exhibit C*, is hereby approved.

Section 4. 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 _____, 2025.

Kevin D. Sartor, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Jeffrey Murray, City Attorney

RESOLUTION 2025-108
Exhibit A

1. Appropriation - The allocations below represent the moving of budget authority in the amount of \$300,000 from General Contingency to grants Project G51722 to cover projected expenditures associated with homeless services. 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	Human Svcs and Comm Vitality	#G51722 FY24 Maricopa Homeless Services	E	296,900	300,000	596,900
Grants	Human Svcs and Comm Vitality	#G51722 FY24 Maricopa Homeless Services	R	296,900	300,000	596,900
Contingency	General Operations	Contingency	E	78,797,000	(300,000)	78,497,000
Contingency	General Operations	Other	R	78,797,000	(300,000)	78,497,000
Expense Total				79,093,000	-	79,093,000
Revenue Total				79,093,200	-	79,093,000

RESOLUTION 2025-108
Exhibit B

1. Contract Awarding Authority List – Council to approve revising an item on the Fiscal Year 2026 Contract Awarding Authority List for FY24 Maricopa Homeless Services in the amount of \$300,000 for homeless services administration and emergency shelter services expenses.

Reference #	Project Number	Description	Current Amount	Increase/ (Decrease)	Amended Amount
26227	G51722	FY24 Maricopa Homeless Services	\$320,000	\$300,000	\$620,000

RESOLUTION 2025-108
Exhibit C

AMENDMENT NO. 1 TO THE INTERGOVERNMENTAL
AGREEMENT BETWEEN
THE CITY OF SURPRISE AND MARICOPA COUNTY
(AGREEMENT #C-22-24-024-X-00)

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

- I. Maricopa County ("County"), administered by its Human Services Department, entered into a financial Intergovernmental Agreement ("Agreement") with the City of Surprise ("City" or "Subrecipient") which was fully executed on or about October 18, 2023. The purpose of the Agreement is to expand homelessness services in the Surprise area through homeless services administration and emergency shelter services. The Agreement term is August 1, 2023, through September 30, 2026. Under the Agreement, the County provided \$850,000 to the City for program service delivery. The County and the City collectively are referred to as the "Parties" and individually as the "Party."
- II. The Parties now agree to modify the Agreement as authorized by Paragraph 4.0 (Amendments) of the Agreement as follows:
 - A. The Agreement total funding shall increase by \$300,000 with planned funding sources including but not limited to \$200,000 in Coronavirus State and Local Fiscal Recovery Fund (SLFRF) funds under ALN 21.027 and \$100,000 from the City of Glendale.
 - B. Revise the Agreement amount on Page 1 to reflect a new total Agreement funding amount of \$1,150,000.
 - C. Add Federal Award Identification Number (FAIN) and Award Date to Page 1 of the Agreement:

FAIN / AWARD DATE: 21.027: SLFRP0146 awarded 5/18/2021
 - D. Revise and Replace 2.0 (Purpose) with the following:

2.0 PURPOSE
Through this Agreement the County seeks to expand homelessness services in the Surprise and Northwest Valley region. The County shall provide the Subrecipient with American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds ("ARPA") and General Funds for Homeless service administration and emergency shelter services (the "Project") to principally serve people experiencing homelessness.
 - E. Revise and replace Paragraph 5.0 (Administrative Change Orders) with the following:

5.0 ADMINISTRATIVE CHANGE ORDERS
5.1 The Chairman of the Board of Supervisors is authorized, upon the recommendation of the Human Services Department Director and Legal Counsel, to review and execute administrative changes to the

Agreement on behalf of the County through Administrative Change Orders. Administrative Change Orders will be effective upon execution by both the Parties. Administrative Change Orders shall address any of the following changes:

- 5.1.1 Modifications required by federal, state, or County regulations, ordinances, or policies; and/or
- 5.1.2 Modifications to Administrative requirements such as changes in reporting periods, frequency of reports, or report formats required by federal, state, and local regulations, policies, or requirements.

- F. Revise and replace Paragraph 6.0 (Funding, Invoicing, and Payment) with the following:

6.0 FUNDING, INVOICING, AND PAYMENT

The County shall provide the Subrecipient with \$800,000 in ARPA Funds under Assistance Listing Number (ALN) 21.027 provided to the County through the U.S. Department of Treasury and \$250,000 in Maricopa County General Funds (GF). \$100,000 in funding through the County will be provided by the City of Glendale for a total funding award of \$1,150,000.

- G. Revise and replace Paragraph 13.0 (Notices) with the following:

13.0 NOTICES

Notifications and communications concerning this Agreement shall be directed to the following:

City of Surprise:	Maricopa County:
Seth Dyson	KateLynn Dean
Human Service & Community	Homeless Initiatives Program Manager
Vitality Director	(602) 506-4652
Direct: (623) 222-1620	katelynn.dean@maricopa.gov
Cell: (480) 798-5162	234 N. Central Avenue, Suite 3000
seth.dyson@surpriseaz.gov	Phoenix, AZ 85004
16000 N Civic Center Plaza	
Surprise, AZ 85374	

- H. Add the following Paragraph to the Agreement:

57.0 BUDGET ADJUSTMENTS

- 57.1 The Subrecipient must receive prior written approval from the County to move funds from one budget line item to another. Twenty-five percent (25%) of the total Agreement amount may be adjusted between budget categories as shown in Exhibit A-Statement of Work, Paragraph 6 (Budget)-Line Item Expenditures with prior written permission of the County Program Manager. The Budget Modification Template (Attachment 1) once executed and approved by the County Program Manager will become an addendum to the Agreement.

57.2 If a budget adjustment is necessary that either increases or decreases the Agreement amount, then the County shall follow Paragraph 4.0 (Amendments) of this Agreement to amend the Agreement.

- I. Revise and replace Exhibit A-Statement of Work attached and incorporated into the Agreement.
- J. Add Attachment 1: Budget Modification Template contained herein.
- III. Section II above contains all the changes to the Agreement made by this Amendment No. 1. The Agreement is amended to incorporate the changes contained in this Amendment No. 1. All other terms and conditions of the Agreement remain in full force and effect as executed by the Parties. This Amendment No.1 is subject to and incorporates the provisions of A.R.S. § 38-511.
- IV. The Parties have authorized the undersigned to execute this Amendment No. 1, and it shall be effective upon approval and signature by the Parties.

[Signatures contained in the following page]

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

APPROVED BY:
THE CITY OF SURPRISE

APPROVED BY:
MARICOPA COUNTY

Kevin D. Sartor
Mayor

Thomas Galvin, Chairman
Board of Supervisors

Date

Attestation:

Attestation:

Kristi Passarelli
City Clerk

Date

Juanita Garza
Clerk of Board

Date

IN ACCORDANCE WITH A.R.S. §§ 9-240, 9-500.11, 11-952, AND 46-241, ET SEQ., 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:

BY: _____
Attorney for the City Date

BY: _____
Deputy County Attorney Date

EXHIBIT A- STATEMENT OF WORK**1.0 Project Implementation**

- 1.1 The Subrecipient shall implement the Homeless Services Administrator position, and shelter operations through the WWHAC Services (the "Project") to principally serve people experiencing homelessness.
 - 1.1.1 Homeless Services Administrator to include:
 - 1.1.1.1 Plan, develop, and manage all aspects of the City's homeless priorities including building strong strategic partnerships, using data to analyze policy issues in homelessness, providing expert knowledge and guidance, and driving progress toward achieving regional goals.
 - 1.1.1.2 This position will work with City Departments, regional municipalities, non-profit organizations, health departments, and community partners to leverage regional efforts and maximize resources to end homelessness.
 - 1.1.1.3 Coordinate with and support the County in leading the subregional collaborative in the Surprise area.
 - 1.1.2 Shelter Services (WWHAC) to include:
 - 1.1.2.1 Establish eligibility and issue a homeless verification letter within 72 hours of entry.
 - 1.1.2.2 All staff funded under this contract are to have the primary goal of supporting clients in exiting shelter to permanent housing. This involves all staff being trained on trauma informed care, motivational interview, and appropriate resources to provide to clients as needed. Make documentation of these trainings available for monitoring.
 - 1.1.2.3 All clients will receive an initial intake with support and resources provided based on their identified needs within the first 24 hours of residency.
 - 1.1.2.4 All clients will have access to AD HOC support services upon request in order to have the tools and resources to resolve their identified needs.
 - 1.1.2.5 Collect and maintain documents for housing readiness and coordination.
 - 1.1.2.6 Facilitate connection to state licensed mental health and chemical dependency treatment program as necessary.
 - 1.1.2.7 Enter client information into Homeless Management Information Systems ("HMIS"). All data must be entered into HMIS within 3 days of initial intake. Must have a data completeness score of 95%.
 - 1.1.2.8 Case management will serve 100% of people in the program
 - 1.1.2.9 Must maintain above 95% occupancy on average.
 - 1.1.2.10 Adhere to all applicable Program Performance Measures as outlined by Maricopa Regional Continuum of Care Guidelines.

1.2

- 1.2.1.1 Ensure established Policies and Procedures are in place for service delivery;
- 1.2.1.2 Be responsible for hiring, managing, training, and terminating staff as necessary, in accordance with Subrecipient's established policy and procedures. Subrecipient shall make Policies available for County review at time of monitoring.
- 1.2.1.3 Report incidents that may involve a liability issue, significant disruptions in services or unusual or dangerous interactions which may leave the County open for public scrutiny. Subrecipient will report incident to County Homeless Services staff by telephone as soon as possible within 24 hours following occurrence and will provide a detailed incident report to County Homeless Services staff within three (3) business days following occurrence.

2.0 Background Checks and Fingerprinting

- 2.1 Background Checks for Employment Through Central Registry:
 - 2.1.1 The Subrecipient shall make available valid Background Check information to County upon request.
- 2.2 Fingerprinting:
 - 2.2.1 The Subrecipient shall comply with, and shall ensure that all Subrecipient's employees, independent contractor, subcontractors, volunteers, and other agents comply with, all applicable (current and future) legal requirements relating to fingerprinting, fingerprinting clearance cards, certification regarding pending or past criminal matters, and criminal records checks that relate to contract performance.
 - 2.2.2 Applicable legal requirements relating to fingerprinting, certification, and criminal background checks may include, but not limited, to the following: A.R.S. §§ 36-594.01, 36-3008, 41-1964, and 46-141. All applicable legal requirements relating to fingerprinting, fingerprint clearance cards, certification regarding pending or past criminal matters, and criminal records checks are hereby incorporated in their entirety as provisions of this Agreement.
 - 2.2.3 The Subrecipient is responsible for knowing which legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks relate to contract performance.
 - 2.2.4 The Subrecipient shall make available valid Fingerprint information to County upon request.

3.0 Outcomes/Performance Measures

- 3.1 Homeless Services Administrator to include:
 - 3.1.1 Narrative overview of Surprise homeless service activities and coordination with the County.
- 3.2 W VHAC to include:

- 3.2.1 In alignment with Maricopa Regional Continuum of Care Program Performance Measures, adherence to the following outcomes:
 - 3.2.1.1 Occupancy rate to be above 95% on average.
 - 3.2.1.2 Number of individuals and families experiencing homelessness served.
 - 3.2.1.3 Known Exit Destinations in HMIS
 - 3.2.1.4 HUD defined positive exit destinations
 - 3.2.1.5 Data completeness and timeliness
- 3.2.2 Indicators (The data point reporting locations is identified after each indicator in parenthesis based on reports in HMIS):
 - 3.2.2.1 Chronicity: Percentage of program participants meeting chronic definition (APR: 5A).
 - 3.2.2.2 Median Length of Stay: Median number of days for participants currently in the program. (APR: 22B)
 - 3.2.2.3 Average Length of Stay: Average number of days for participants currently in the program. (APR: 22B)
 - 3.2.2.4 Data Quality: Percent of fields missing or incorrect in HMIS as measured by HMIS APR. (APR: 6A,B,C,D,E)
 - 3.2.2.5 Income Growth at Exit: Percentage of those with increased income at program exit. (APR: 19A2)
 - 3.2.2.6 Receipt of Outside Benefits Upon Exit: Percentage of those with at least one source of outside benefits upon program exit. (APR: 20B)
 - 3.2.2.7 Positive Exits: Percentage of program participants who exited to a positive destination as recorded in HMIS. (APR: 23C)
 - 3.2.2.8 Occupancy Rate: Percentage of beds currently utilized by program participants. (SAPBO: Bed Night Utilization)
 - 3.2.2.9 Fund Utilization: Percentage of funds expended during term of grant.
 - 3.2.2.10 Housing First: Program score, max of 216. (Housing First Assessment Tool)
 - 3.2.2.11 Intake and Assessment: Median number of days between Shelter Entry Date and Case Management Entry Date (for the clients who received case management).
 - 3.2.2.12 Case Management: Ratio of available case managers for every program participant.
 - 3.2.2.13 Program Participants: Number of unduplicated clients served in overnight shelter. (APR: 5A)
 - 3.2.2.14 Exit Destinations: Count of positive exits, not-positive exits, and unknown exits. (Unknown is the sum of "Client doesn't know/refused" and "Data not collected (no exit interview completed)" . (APR: 23C)

4.0 **Reporting Requirements:** Monthly reporting to be submitted no later than the 15th calendar day of the month, following the close of the prior month (i.e., February 15th for January report) to include:

- 4.1 Monthly payment request form for reimbursement using a template provided by the County.

- 4.2 Program Reports to be sent monthly:
 - 4.2.1 COC APR from HMIS for each program
 - 4.2.2 Outcome report using an agreed upon template that reports progress on outcomes/ performance measures listed in the section above.
- 4.3 Provide Quarterly
 - 4.3.1 Report on all indicators
 - 4.3.2 Report indicating the expenditure percentage of the yearly budget with a budget narrative describing the status and any programmatic or financial issues. This report is to include all funding sources.
 - 4.3.3 Share aggregate data at the request of County within 7 days.

5.0 **Monitoring**

- 5.1 The County will monitor the Subrecipient's compliance with fiscal and programmatic performance under the terms and conditions of this Agreement. On-site visits for compliance monitoring may be made by either the County at any time during the Subrecipient's normal business hours, announced or unannounced. During an on-site visit, the Subrecipient shall make all its records and accounts related to work performed under this Agreement available to the County for inspection and copying.
- 5.2 Subrecipient shall make Policies available for County review at time of monitoring.
- 5.3 Subrecipient will provide full access, read only, to the Project in HMIS for the purpose of monitoring client files no more than once per quarter. Subrecipient is responsible for notifying HMIS Lead Agency and granting access to the County within 3 business days of monitoring notice.
- 5.4 County will conduct desk monitoring monthly when financial and programmatic reports are submitted.
- 5.5 The County will conduct desk monitoring at minimum, on an annual basis and in conjunction with federal agencies, if applicable, in order to review outputs, outcomes and requirements described in the scope of work.
- 5.6 Subrecipient will provide any ad hoc reports as requested by the County including aggregate or client level data through the HMIS System and according to approved CoC Data Sharing agreements. Such reporting shall be for the purposes of improving access to and effectiveness of service. The County reserves the right to add, remove or revise reporting requirements at its discretion.

6.0 **Budget**

FUND SOURCES		
Sources	Total	
Maricopa County – General Funds	\$250,000	
Maricopa County – SLFRF	\$800,000	
City of Glendale	\$100,000	

Line Item Expenditures	Total Service Cost	County Costs
IHELP Shelter	\$279,672	\$100,000

WVHAC Operations	\$2,502,000	\$900,000
Homeless Services Administrator	\$530,000	\$150,000
TOTALS:	\$3,311,672	\$1,150,000

ATTACHMENT 1

BUDGET MODIFICATION TEMPLATE

RESPONDENT :			<i>ESG & CDBG Contracts</i>			
CONTRACT SERVICE		PROGRAM NAME	CONTRACT PERIOD		TODAY'S DATE	
PERSONNEL AND EMPLOYEE RELATED EXPENSES						
Number of Positions	% of FTE Level	Position Title	CURRENT DATE RANGE	NEW DATE RANGE	VARIANCE \$	%
					\$ -	
					\$ -	
TOTAL:			\$ -	\$ -	\$ -	
EXPENSE BUCKET NAME						
		CURRENT	NEW	VARIANCE \$	%	NOTES
				\$ -		
				\$ -		
				\$ -		
				\$ -		
				\$ -		
TOTAL:			\$ -	\$ -	\$ -	
EXPENSE BUCKET NAME						
		CURRENT	NEW	VARIANCE \$	%	NOTES
				\$ -		
				\$ -		
TOTAL:			\$ -	\$ -	\$ -	
INDIRECT COSTS						
		CURRENT	NEW	VARIANCE \$	%	NOTES
				\$ -		
				\$ -		
TOTAL:			\$ -	\$ -	\$ -	
TOTAL COST						
			NEW	VARIANCE \$	%	NOTES
		TOTAL COST	\$ -	\$ -	\$ -	0.00%

**Budget modifications among line item expenditure categories totaling up to 25 percent of the total budget amount can be authorized through prior written approval by the program manager. For a digital version of this template, please contact your assigned county contract coordinator.*

Maricopa County IGA Amendment Homeless Services

Human Service & Community Vitality | September 16, 2025



SURPRISE
ARIZONA

IGA Amendment

IGA #C-22-24-024-X-01
For Homeless Services
Through September 30,2026

Original Amount: \$850,000

New Award (FY26): \$300,000

Amended Total : \$1,150,000

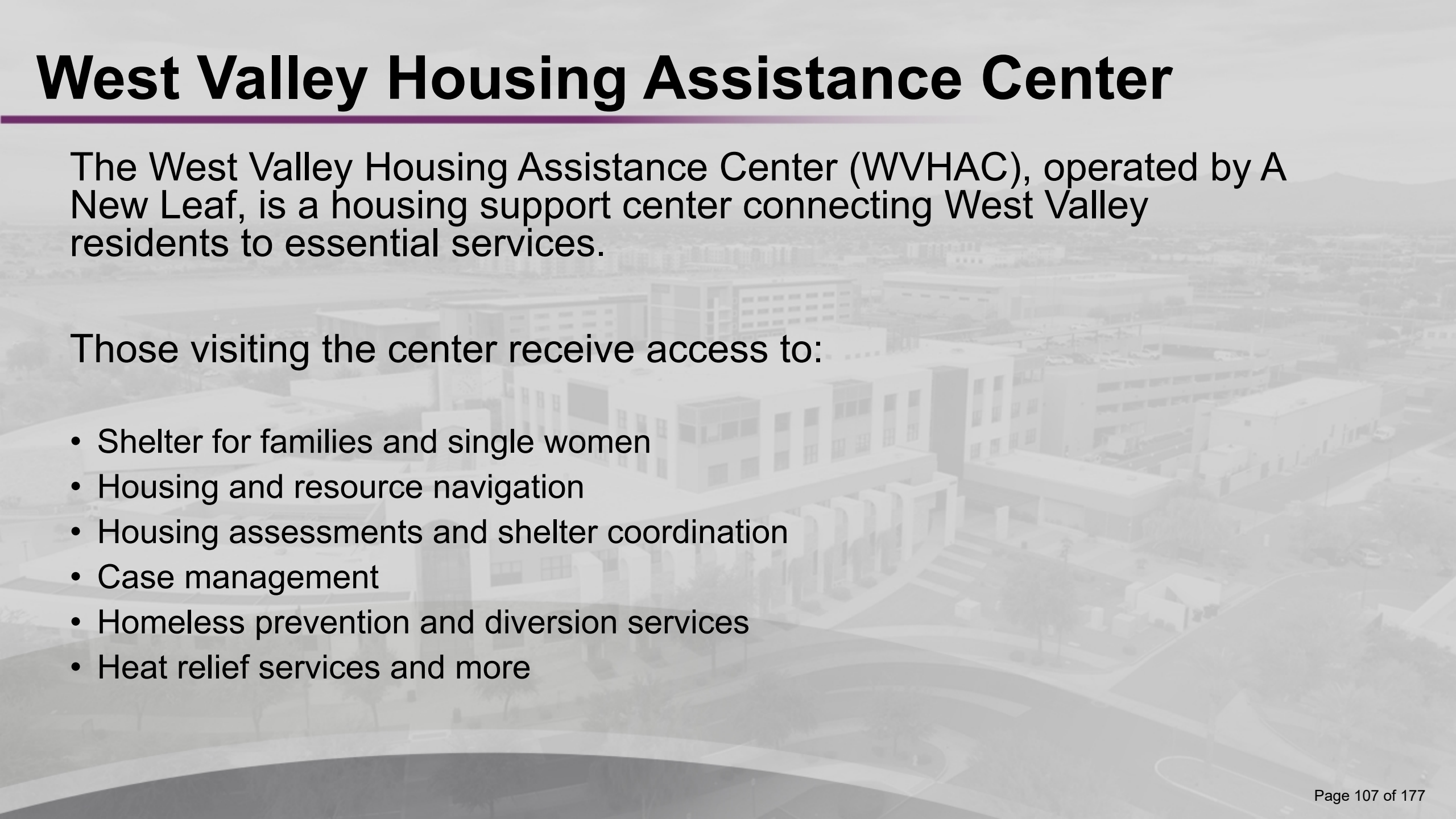
New Funding:
West Valley Housing
Assistance Center Operations
(FY26)

Maricopa County: \$100,000

City of Peoria: \$100,000

City of Glendale: \$100,000

West Valley Housing Assistance Center



The West Valley Housing Assistance Center (WVHAC), operated by A New Leaf, is a housing support center connecting West Valley residents to essential services.

Those visiting the center receive access to:

- Shelter for families and single women
- Housing and resource navigation
- Housing assessments and shelter coordination
- Case management
- Homeless prevention and diversion services
- Heat relief services and more

Regional Partnership

Partnership with Peoria, Glendale, and Maricopa County to fund WWHAC operations.

- Strengthen our regional response to homelessness
- Align resources and strategies
- Expand Center hours to include Saturdays
- Additional housing navigation capacity
- Direct referral from partners



Community Impact

WVHAC Homeless Services	FY24	FY25	FY26 (Projected)
Persons Sheltered	77	109	115
Bed Nights Provided	8,724	8,376	8,900
Permanent Housing Placements	48	68	72
Coordinated Entry	439	439	800
Housing Services	724	759	1,500

Heat Relief – 5/28/25 – 8/20/25

1,555 bags of ice

11,740 bottles of water

Questions?

THANK YOU



SURPRISE
ARIZONA



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: September 16, 2025
Submitting Department: Water Resource
Management
Staff Recommendations:

Contact Person: Michael Boule, Director
District: Citywide

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

~~**Consideration and action authorizing the Mayor and Council to accept SPA 2 North Water Tank Turnover and Development Agreement with Lennar Communities Development, LLC. Resolution # 2025-112.~~

Motion:

I move to approve Resolution 2025-112

Background:

In partnership with the Special Planning Area 2 (SPA 2) developers, the City of Surprise is advancing the expansion of the Desert Oasis Water Supply Facility, located at Jomax Road and 171st Avenue. Under the terms of this agreement, Lennar and the City will share responsibility for the facility improvements, which include adding 1.5 million gallons of potable-water storage, installing six additional booster pumps, and constructing new filtration vessels. These enhancements, now fully designed and pending final permitting, will ensure that the water system capacity to meet projected demand in this growing area of Surprise. Construction is scheduled to commence in Fall 2025.

Objective Analysis:

The objective of this item is to ensure that the water system improvements necessary to accommodate growth are installed in a timely and efficient manner, while maximizing economies of scale. This agreement will prevent the City from the following risks:

1. Funding improvements and waiting for reimbursement
2. Collecting impact fees until there is sufficient funding while running the risk of diminishing water capacity
3. Enduring multiple, smaller, construction projects at the water facility.

Policy Compliant:

This item is policy compliant as it relates to the execution of development agreements and the participation in regional water improvements.

Financial Impact:

This City's financial contributions to this agreement/ project are on behalf of other developers that have paid the city a lump sum for these improvements. The City will be eligible for the reimbursement of the oversizing of the water tank improvements, pursuant to the provisions of the development agreement.

Budget Impact:

The additional electricity, chemical and asset replacement costs have been included in the departments 5-year utility rates study, and these costs will be included in the fiscal year 2027 budget package requests.

FTE Impact:

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

ATTACHMENTS:

1. WRM Lennar DA Presentation
 2. Reso 2025-112_Lennar Tank Turnover Dev Agreement
 3. SPA 2 North Tank Turnover and Development Agreement & Exhibits FINAL 08272025
-

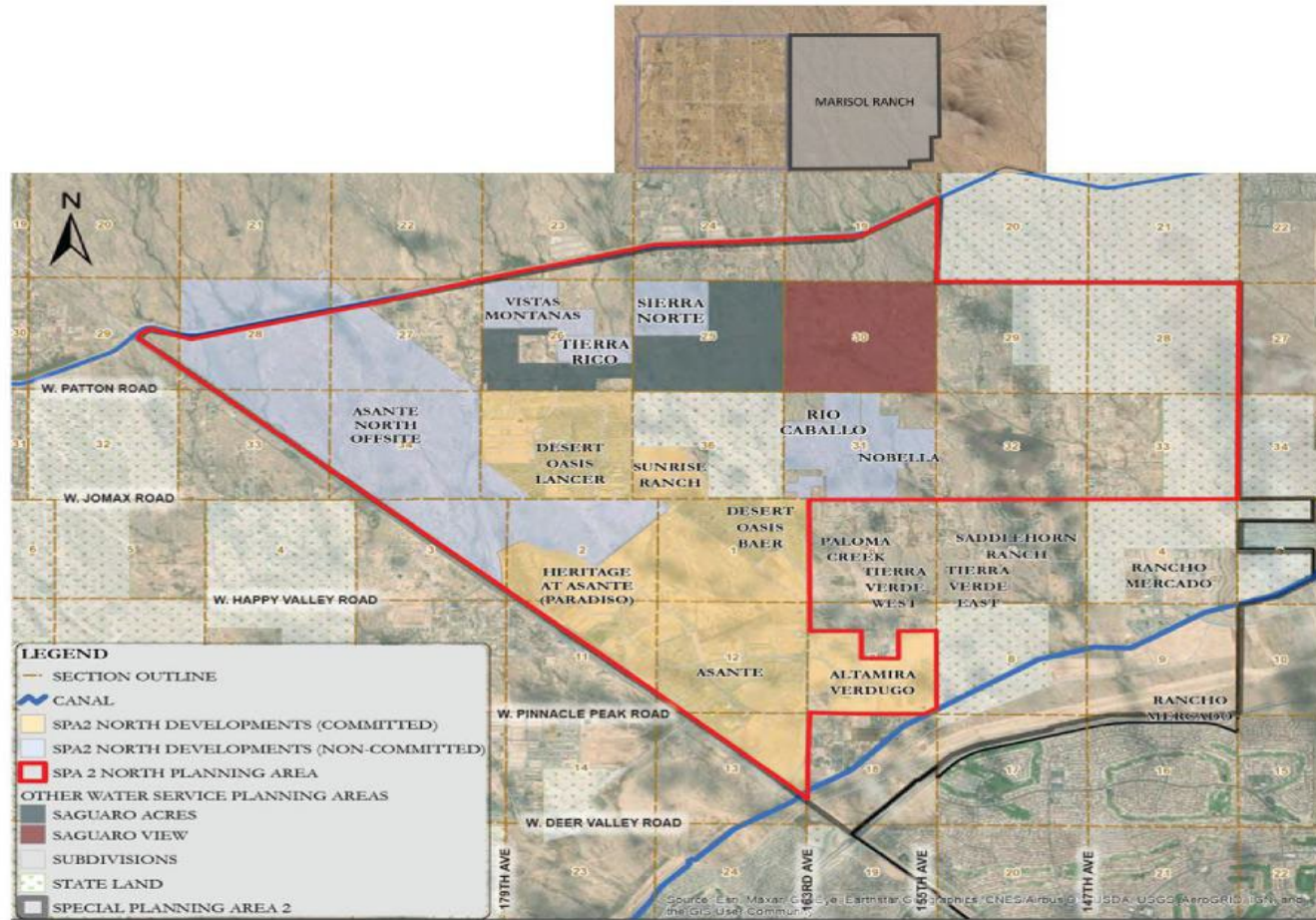
SPA 2 North Water Expansion Development Agreement

Michael Boule
Water Resource Management



SURPRISE
ARIZONA

Water Facility Expansion Participants



- Agreement between Lennar & Surprise
- Marisol Ranch
- Asante/ Lennar*
- Nobella
- Visara
- Shemer Property
- Sierra Norte
- Vistas Montanas
- Teirra Rico
- City of Surprise

Desert Oasis Water Supply Facility



Phase 3 Facility Enhancements

- 3.5 acres of additional land
- 1.7 Million gallon storage tank
- 10,000 GPM booster pumps
- 5,000 GPM filtration vessels
- Admin/ Electrical building

Improvements Accommodate 5 New Wells & 10,000 Dwelling Units

Design & Contractor Procurement Complete



SURPRISE
ARIZONA

Budget Impact- P71680

- Total project cost \$26,243,221
- Collected pass through funding from:
 - Willow Trails \$750,000
 - Visara Phase 1 \$640,296
 - Tierra Rico \$456,210
- City's contribution towards excess tank recoating: \$1,079,740
 - 2506 EDU of remaining City owned capacity
 - Buy-in Fee of \$450/ EDU for future connections
 - \$1,127,700 Reimbursable
- Design Credit: \$303,460



Questions or Comments?

THANK YOU



SURPRISE

ARIZONA

RESOLUTION # 2025-112

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AUTHORIZING FOR THE APPROVAL OF THE SPA 2 NORTH WATER TANK TURNOVER AND DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SURPRISE AND LENNAR COMMUNITIES DEVELOPMENT, LLC

WHEREAS, pursuant to Arizona Revised Statute §9-500.05, et seq., the City of Surprise has the authority to enter into development agreements; and

WHEREAS, the City of Surprise (the “City”) and Lennar Communities Development, LLC, (“LCD”), desire to enter into that certain SPA 2 North Water Tank Turnover and Development Agreement (“Agreement”) attached hereto, effective upon the date of the Mayor’s signature (“Effective Date”); and

WHEREAS, in 2006, a non-potable water tank was constructed on APN 503-73-769D (the “Real Property”) in Special Planning Area 2 (“SPA 2”) to serve the Asante Community, but the tank was never activated and remains unused; and

WHEREAS, the existing tank, with an approximate capacity of 1,200,000 gallons, can be converted for potable use and connected to the City’s potable water system, providing operational flexibility and additional potable storage capacity in SPA 2 North; and

WHEREAS, the Agreement documents the agreement between LCD and the City to convert, enhance, and convey the Water Tank and Real Property to the City, and to establish procedures for sharing and reimbursing costs incurred by each Party; and

WHEREAS, LCD is also Contract Administrator under the SPA 2 North Water Expansion Joint Development, Cost Sharing, Reimbursement and Escrow Agreement (“SPA2NWE JDA”) for necessary infrastructure improvements benefitting the SPA 2 North service area, and the City will participate in funding those improvements pursuant to the Agreement; and

WHEREAS, the City Council finds it to be in the best interests of the public health, safety, and welfare to authorize the Agreement and take ownership of the Water Tank, Real Property, and all necessary and related improvements.

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

Section 1. The SPA 2 North Water Tank Turnover and Development Agreement, attached hereto as Exhibit A, is hereby approved.

Section 2. The Mayor is authorized to execute the Agreement attached hereto as Exhibit A on behalf of the City.

Section 3. The City Manager, or his designee(s), is hereby authorized to execute such other documents and take such other action on behalf of the City as is reasonably necessary to implement and make effective the Agreement.

APPROVED AND ADOPTED this ____ day of _____, 2025.

Kevin D. Sartor, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Jeffrey Murray, City Attorney

Exhibit A

SPA 2 NORTH WATER TANK TURNOVER AND DEVELOPMENT AGREEMENT

SPA 2 NORTH WATER TANK TURNOVER AND DEVELOPMENT AGREEMENT

THIS SPA 2 NORTH WATER TANK TURNOVER AND DEVELOPMENT AGREEMENT (“**Agreement**”) is entered into by and between the City of Surprise, an Arizona municipal corporation (“**City**”) and Lennar Communities Development, LLC, a Delaware limited liability company (“**LCD**”) and shall become effective as of the date the Mayor of Surprise signs upon approval of the City Council (“**Effective Date**”). LCD and the City may be individually referred to herein as “**Party**”, or collectively referred to as “**Parties**”.

RECITALS:

A. In 2006, as part of Asante Joint Development Agreement Group’s (“**AJDAG**”) construction and development of a wastewater treatment facility (“**WWTF**”) in the City’s Special Planning Area 2 (“**SPA 2**”) to serve the Asante Community (“**Asante**”), AJDAG funded the partial construction of a non-potable (reclaimed) water tank as shown in Exhibit A (“**Water Tank**”) located on Maricopa County Assessor Parcel Number (A.P.N.) 503-73-769D as legally described in Exhibit B and depicted in Exhibit C attached hereto (“**Water Tank Property**”). At the time, AJDAG intended for the Water Tank to capture and store effluent generated by the SPA 2 WWTF, to offset the potable irrigation water demands of Asante. Despite construction of the Water Tank around 2006/7, AJDAG never activated the Water Tank for its intended use as a non-potable water storage solution for Asante. The Water Tank has remained empty and unused and is currently of little utility to AJDAG as their properties have adequate potable storage capacity for its current and future project development needs at Asante and Asante North Phases 1 and 2.

B. Although the Water Tank was designed and constructed as a non-potable tank, it can be converted to an approximately 1,200,000-gallon potable tank and connected to the City’s potable water system to provide operational flexibility and redundancy for the City’s existing Desert Oasis Water Campus.

C. A potable tank could also provide a cost-effective means of providing additional potable water storage capacity to current and future developers in the SPA 2 North service area that require domestic water storage tank capacity. The improvements identified below will convert/enhance the Water Tank and allow it to be used as a potable water storage solution for the City and/or certain benefited parties and properties as set forth in Exhibits E and H that are located in the SPA 2 North service area and require domestic water storage tank capacity.

D. AJDAG has determined through an appraisal of the real and personal property attached hereto as Exhibit K, that the Water Tank and Water Tank Property have a combined fair market value of One Million, Nine Hundred Thousand Dollars (\$1,900,000.00) based upon cost to date for improvements and land. Additionally, based on the final plans (100%) prepared by Felix Construction Co and WaterWorks Engineers for AJDAG and the City, the City’s share of the cost to convert the existing as-is Water Tank from its current condition to a potable water storage solution is One million seventy nine thousand seven hundred forty dollars (\$1,079,740), as indicated in column S of Exhibit L.

E. LCD, as the authorized party for AJDAG pursuant to the Amended and Restated Joint Development, Cost Sharing and Escrow Agreement dated August 24, 2023, and the City now seek to enter into this Agreement for the purpose of documenting the Parties' agreement to convert and enhance the Water Tank to a potable water storage solution, convey the Water Tank and Water Tank Property to the City, and outline the responsibilities for administration of reimbursements owed to both AJDAG and the City as a result of their contributions to the initial construction of the tank and its forthcoming enhancement, respectively.

F. LCD is also a party to (on behalf of AJDAG), and the Contract Administrator of, the SPA 2 North Water Expansion Joint Development, Cost Sharing, Reimbursement and Escrow Agreement ("**SPA2NWE JDA**") with other private developers in and around the Asante Master-Planned Community located within the SPA 2 North region of the City. The purpose of the SPA2NWE JDA is to install and/or improve certain infrastructure improvements that will benefit the SPA 2 North service area ("**SPA2NWE JDA Improvements**"). These SPA2NWE JDA Improvements may also provide a benefit to the existing and future development of the City's Desert Oasis Water Campus. The City is not a party to the SPA2NWE JDA. The parties to the SPA2NWE JDA paying costs of the SPA2NWE JDA Improvements are referred to herein as the "**SPA2NWE JDA Participants.**"

G. As the Contract Administrator for the SPA2NWE JDA, LCD is designated by the SPA2NWE JDA to receive funds from the other SPA2NWE JDA parties, enter construction contracts, open escrow, and pursue all other necessary tasks to complete the SPA2NWE JDA Improvements, including comply with A.R.S. Title 34 in the bidding and construction of certain SPA2NWE JDA Improvements and/or public infrastructure that will be funded, in part, by monies paid to LCD by the City pursuant to this Agreement.

H. There are three categories of SPA2NWE JDA Improvements that LCD will be the Contract Administrator on pursuant to the Water Works Engineers Plans, Specifications and Details ("**WW Project #22-081**"):

(i) Category 1 will expand the City's existing arsenic treatment plant capacity, including by adding additional coagulation filtration vessels and associated appurtenances. This is referred to as "Water Treatment" on the attached Exhibit L;

(ii) Category 2 will convert the Water Tank for potable use; and

(iii) Category 3 will expand the existing booster pump station ("**BPS**").

I. The City shall fund the costs associated with the City's required and excess Water Tank storage capacity in the amount of One million seventy nine thousand seven hundred forty dollars (\$1,079,740) for "Tank Design" and "Tank Refurbishment," as indicated in Exhibit L to this Agreement. The City will be reimbursed through the collection of buy-in fees from other future developers in various areas of the SPA 2 North Region who did not contribute to the conversion of the Water Tank via the SPA2NWE JDA ("**City Reimbursement Fee**"). The City shall retain all City Reimbursement Fees collected from future developers. The City will track all purchases of capacity from the City to ensure that the City's sale of capacity and collection of buy-in fees does not exceed the City's allotted capacity of 41.35% in the Water Tank.

J. The City previously engaged Water Works Engineers, LLC, to complete the design and engineering work related to the proposed SPA2NWE JDA Improvements. (“**WW Project #22-081**”). The City and LCD agreed to share in the costs of WW Project #22-081, including amounts billed by Felix Construction Company for preconstruction services. The actual cost incurred by the City for the design of WW Project #22-081 as of the Effective Date of this Agreement is Four Hundred and Ninety-Four Hundred and Fifty-Five Dollars (\$494,455.00), and said amount shall be credited towards the City’s allocated share of the design costs in the amount of One Hundred and Ninety Thousand, Nine Hundred and Ninety-Five Dollars (\$190,995.00) as identified in Exhibit L, resulting in a net credit to the City in the amount of Three Hundred and Three Thousand, Four Hundred and Sixty Dollars (\$303,460.00).

K. Pursuant to unrelated, separate agreements between the City and Willow Trails (“**WT**”), and the City and Tierra Rico (“**TR**”), the City is obligated to fund the cost of the improvements associated with satisfying the capacity requirements for WT and TR in an amount not to exceed 110% of the amount set forth in row one (1) of Exhibit L, namely One million two hundred twenty-nine thousand nine hundred two dollars (\$1,229,902.00).

L. As a result of a development agreement between the City and Visara (the “**Visara DA**”) and Visara’s prepayments made pursuant thereto, the City committed to pay to LCD the funds necessary for 240 EDU of capacity for Visara as set forth in row five (5) of Exhibit L, namely Six hundred forty thousand two hundred ninety-six dollars (\$640,296.00).

M. Collectively the funds paid from the City to LCD as the Contract Administrator for the completion of the SPA2NWE JDA Improvements shall be referred to as “**Payment Funds**” or “**City Payment Funds**.”

N. Pursuant to this Agreement, LCD shall receive City Payment Funds for the cost of the capacity assigned to WT, TR, and Visara, and shall apply City Payment Funds to the SPA2NWE JDA Improvements. City will be responsible for the cost allocated to WT, TR and Visara in an amount not to exceed one hundred and ten percent (110%) of the costs set forth in rows one (1) and five (5) of Exhibit L, (\$1,229,902.00) and (\$640,296.00) respectively.

O. Upon execution of this Agreement, the City will own and operate the Water Tank, the Water Tank Property, and any and all capacity in the associated SPA2NWE JDA Improvements subject to the allocations of capacity to the SPA2NWE JDA Participants which is set forth in Exhibit L hereto. The City shall own not less than 41.350% of the total tank capacity.

P. Allocations of costs of SPA2NWE JDA Improvements to the City shall be made in accordance with the Allocation and Budget Exhibit attached hereto as Exhibit L, as may be amended from time to time upon mutual consent of the Parties.

Q. This Agreement is subject to approval by City Council and execution by the Parties.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing premises and mutual promises set forth in this Agreement, the City and LCD state, confirm, and agree as follows:

1. Recitals: The Recitals are hereby incorporated as if fully set forth herein.
2. LCD Rights, Duties and Obligations.

2.1 Turnover. Upon execution of this Agreement, the following conveyances will promptly occur:

2.1.1 Turnover of Water Tank. LCD, as construction manager for the AJDAG under the Amended and Restated Joint Development, Cost Sharing, and Escrow Agreement dated August 24, 2023, shall convey the Water Tank “as-is” pursuant to the Bill of Sale attached as Exhibit I and subject to completion of the SPA2NWE JDA Improvements set forth herein.

2.1.2 Turnover of Water Tank Property. LCD hereby affirms, attests, ensures, and commits to the City that LCD has full authority through a separate agreement between LCD and Asante Development Partners, LLC, to convey the Water Tank Property “as-is” to the City using the form of the Special Warranty Deed attached hereto as Exhibit J. To the fullest extent permitted by law, LCD, its successors and assigns, shall indemnify, defend, and hold harmless the City and its council members, managers, officers, boards, commissions, officials, employees, or agents (collectively “Indemnified Party”), for, from, and against any and all losses, claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys’ fees, claims processing, investigation, court costs, and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (“Claims”), including negligence, insofar as such Claims (or actions with respect thereof) relate to, arise out of, or are caused by, or in connection with this provision, or the City’s enforcement of this provision..

2.2 Redesign of SPA2NWE JDA Improvements. If Contract Administrator has not received all funds and financial assurances due under the SPA2NWE JDA within sixty (60) days after the Effective Date of this Agreement, then at any time thereafter until all such funds and assurances have been received, Contract Administrator shall have the right to elect to redesign and reduce the SPA2NWE JDA Improvements to serve only those parties that have provided funding and assurances. The City shall reasonably cooperate with Contract Administrator if Contract Administrator elects to redesign and reduce the SPA2NWE JDA Improvements pursuant to this Section. In such event, Contract Administrator shall immediately recalculate and update Exhibit L to account for the City’s reduced fees, costs, and contributions, if any.

2.3 Management of SPA2NWE JDA Improvements. Pursuant to the Water Works’ Plans, Specifications, and Details (Water Works Project #22-081), LCD shall enter into one or more contracts requiring that the following SPA2NWE JDA Improvements are completed in accordance with all City Codes, standards, policies, requirements, etc.:

- (i) Category 1 - expand the City’s existing arsenic treatment plant capacity, including by adding additional coagulation filtration vessels and associated appurtenances;
- (ii) Category 2 - convert the Water Tank for potable use; and
- (iii) Category 3 - expand the existing BPS.

2.4 Invoice of City Payment Funds. Pursuant to this Agreement, LCD shall invoice the City monthly based on the progress and actual invoice cost of the SPA2NWE JDA Improvements less credits pursuant to Section 2.6. The City shall pay such invoices on behalf of the City, WT, TR, and Visara. Upon receipt, LCD shall cause the payments to be applied to the City, WT, TR, and Visara allocable shares of the costs of the SPA2NWE JDA Improvements per Exhibit L.

2.5 A.R.S. Title 34 Compliance. LCD shall comply with A.R.S. Title 34 in bidding and construction of the SPA2NWE JDA Improvements funded in whole or in part by the City Payment Funds.

2.6 Repayment of City's Excess Contribution to Project #22-081. As of the Effective Date of this Agreement, the City has paid funds toward the design of WW Project #22-081. Amounts paid in excess of the City's allocable share of design costs as shown on Exhibit L shall be credited against amounts due under this Agreement. To date, the City has paid Four Hundred and Ninety-Four Thousand, Four Hundred and Fifty-Five Dollars (\$494,455.00), and the City's allocable share of the design cost was One Hundred and Ninety Thousand, Nine Hundred and Ninety-Five Dollars (\$190,995.00), resulting in a net credit to the City in the amount of Three Hundred and Three Thousand, Four Hundred and Sixty Dollars (\$303,460.00). For example, as set forth in Recital I, to the extent the City is obligated to pay One million seventy-nine thousand seven hundred forty dollars (\$1,079,740) for "Tank Design" and "Tank Refurbishment," after deducting the City's credit amount, the City shall be obligated to pay $\$1,079,740 - \$303,460 = \$776,280.00$.

2.7 Transfer of SPA2NWE JDA Improvements. Upon completion of the SPA2NWE JDA Improvements, title and ownership to all SPA2NWE JDA Improvements including all applicable materials and construction warranties for all above-ground or in-ground infrastructure, shall be transferred or otherwise delivered to the City.

2.8 Notice, Collection, and Remittance of Reimbursement Fees. LCD shall provide notice to the LCD Fee Benefited Properties of the LCD Reimbursement Fee and shall provide notice to City Fee Benefited Properties of the City Reimbursement Fee. LCD shall invoice the Benefited Properties for the LCD Reimbursement Fee and the City Reimbursement Fee.

3. Reimbursement Fees. Pursuant to the City's Integrated Water Master Plan Demand Factors, the City will collect fees per 640 gallons per day of maximum day demand ("EDU") from the properties within the SPA 2 North Service area that need water storage capacity as illustrated on Exhibits E and H, as described further below. Prior to the City approving a final plat, site plan, or building permit within the Benefited Properties, any applicant seeking to connect to, or otherwise use, the SPA2NWE JDA Water Tank Improvements, shall first pay to LCD and the City respectively, the applicant's proportionate share of all LCD Reimbursement Fees and City Reimbursement Fees due hereunder based on the applicant's EDU demand.

3.1 The "**LCD Reimbursement Fee**" is intended to reimburse LCD for the value of the existing tank, as-is, and is estimated to be \$314 per EDU (calculated by dividing \$1,900,000 by an estimated 6,060 EDUs). The properties benefited by this transfer include the parties to the SPA2NWE JDA and any other development that proposes to connect to and use the Water Tank in the future and are depicted on Exhibit E. Hereinafter, they shall be referred to as the "**LCD Fee Benefited Properties**." However, the LCD Fee Benefited Properties do not include the property

in Asante and Asante North Phases 1 and 2 which are described on Exhibit F and depicted on Exhibit G because they already own capacity in another existing water storage tank. In accordance with Surprise Municipal Code Chapter 58, Section 58-7, the City shall collect payment of the LCD Reimbursement Fee from all LCD Fee Benefited Properties.

3.2 The “**City Reimbursement Fee**” is intended to reimburse the City for its portion of the tank conversion costs paid by the City pursuant to Section 4.1 for capacity to be used by those Benefited Parties set forth in Exhibit H, other than the SPA2NWE JDA Participants and is currently estimated to be \$450 per EDU (the “**City Refurbishment Payments**”). The City Reimbursement Fee shall be adjusted in accordance with the final actual tank conversion costs paid by the City. The properties benefited by the City Refurbishment Payments are the Benefited Parties set forth in Exhibit H, that propose to connect to and use the Tank in the future and are shown on Exhibit H attached hereto (the “**City Fee Benefited Properties.**”), but do not include properties for which capacity payments are made under the SPA2NWE JDA. The City shall assess and receive payment of the City Reimbursement Fee from all City Fee Benefited Properties in accordance with Surprise Municipal Code Chapter 42.

4. City Obligations.

4.1 Payment For Conversion of Water Tank. Upon execution of this Agreement and transfer of title from LCD and Asante Development Partners, LLC, respectively, of the Water Tank and Water Tank Property, and upon receipt of monthly invoices from LCD pursuant to Section 2.3 above based on the progress of the SPA2NWE JDA Improvements, the City shall pay to LCD the City’s proportionate share of monthly fees and costs expended toward the completion of the SPA2NWE JDA Improvements, based on the City’s allocation shown in Exhibit L.

4.2 Notice, Collection, and Remittance of Reimbursement Fees. The City may require the owners of such LCD Benefited Properties and City Fee Benefitted Properties to execute a Benefited Property Consent in a form established by the City confirming a request for capacity and the fees to be charged. The City shall also include as a requirement for all Benefited Properties seeking any new entitlement, that the payment of the applicable LCD Reimbursement Fees and City Reimbursement Fees shall be paid prior to any plat being approved or recorded. The Term of this Agreement shall be, and all Buy In Fees shall be collected, until the earlier of full repayment or the period permitted by Surprise Municipal Code. Upon receipt of any LCD Reimbursement Fees, the City shall remit the LCD Reimbursement Fees collected to LCD on a semi-annual basis (June 30th and December 31st).

4.3 Payment of Funds for WT, TR, and Visara. Pursuant to unrelated, separate agreements between the City and Willow Trails (“**WT**”), and the City and Tierra Rico (“**TR**”), and pursuant to this Agreement, the City has committed to pay those funds collected from WT and TR toward the construction cost of the SPA2NWE JDA Improvements for WT and TR, respectively. Specifically, the City committed to pay to LCD the collected cost for WT, TR and Visara for those parties’ respective shares of the SPA2NWE JDA Improvements. As a result of a development agreement between the City and Visara (the “**Visara DA**”) and Visara’s prepayments made pursuant thereto and pursuant to this Agreement, the City has committed to pay to LCD the cost of the Visara 240 EDU of capacity on behalf of Visara for 240 EDU of the SPA2NWE JDA Improvements.

4.4 Recovery of City's Excess Contribution to Project #22-081. The City shall receive credits from LCD for design amounts in the amount of \$303,460.00 which were paid in excess of the allocation per Exhibit L, as provided in Section 2.6.

4.5 Oversized Improvements Reimbursement. Certain of the improvements to be constructed pursuant to the SPA2NWE JDA are oversized improvements (the “**Oversized Improvements**”) and include capacity greater than required by the SPA2NWE JDA Participants. The costs of oversizing current capacity is being paid by the City as stated in Section 4.1 and the cost of oversized future capacity is being paid by the City and the SPA2NWE JDA Participants as stated in this Section. The portion of the SPA2NWE JDA Improvements costs allocable to the Oversized Improvements paid by the SPA2NWE JDA Participants and the City are referred to as the “**Oversized Improvements Costs**,” and the estimated amount is set forth in Exhibit N and is subject to update based on City approval. The SPA2NWE JDA Participants and the City shall be reimbursed the Oversized Improvement Costs through fees charged by the City pursuant to Section 4.6 below (“**Buy-In Fees**”) to each property within the Oversized Benefited Properties Area depicted on Exhibit M hereto receiving allocations of such excess capacity based on the charge per equivalent dwelling unit listed on Exhibit N. Exhibit N states an estimated total reimbursement cost that will be adjusted to reflect final actual cost. The City shall require payment of the Buy-In Fees in accordance with Surprise Municipal Code (SMC) Chapter 42-7(g).

4.6 City Duties and Obligations Regarding Oversized Improvements Reimbursement.

(a) In accordance with SMC 42-7(g), City will notify LCD, as the Contract Administrator under the SPA2NWE JDA, upon receipt of an application to connect to the Oversized Improvements from a property within the Oversized Benefited Properties Area (Exhibit M). The notification shall include contact information for the applicant, as well as a general description of the project, including but not limited to the extent available to the City, the project's location and size. The City may require an owner of property within the Oversized Benefitted Property Area to execute a Benefited Property Consent in a form established by the City confirming a request for capacity and that fees will be charged. Contract Administrator shall calculate the fees due from such property for Oversized Improvements Costs, as described in Section 4.5, and shall send notice of such amount to the applicant, City, and the SPA2NWE JDA Participants. LCD, as the Contract Administrator shall request that the applicant pay the Buy-In Fees to Contract Administrator, and LCD shall pay the SPA2NWE JDA Participants, as provided in the SPA2NWE JDA, and the City. The initial Buy-In Fee shall be based on the estimated costs per equivalent dwelling unit set forth in Exhibit N and is subject to change upon completion and acceptance of the Oversized Improvements and the determination of the actual Oversized Improvements Costs.

(b) For property within the Oversized Benefitted Properties Area, City will comply with SMC 42-7(g). Such evidence may be a Notice of Payment in the form attached hereto as Exhibit Q from LCD as Contract Administrator that all Buy-In Fees relating to the project that is the subject of the pending approval have been paid by the applicant to Contract Administrator.

4.7 Term. The term of this Agreement shall be in accordance with SMC 42-7, as may be amended from time to time. The term of the repayment agreement will become effective upon signature of all parties and recordation of the agreement. The agreement will end ten (10)

years after the first assessment paid on behalf of a benefited lot or property, or when the reimbursement amount has been repaid, whichever is earlier. The term of this Agreement may be extended for not more than two consecutive five-year extensions, upon a City finding that: a. Development within the assessment boundary is ongoing or imminent; and b. The parties within the assessment boundary will be served by the improvements for which they will be assessed.

4.8 Credits. SPA2NWE JDA Participants shall be entitled to credits against City water system impact fees in accordance with A.R.S. § 9-463.05, the City of Surprise Municipal Code and this Agreement. LCD as Contract Administrator of the SPA2NWE JDA shall provide City with notice of payments made by SPA2NWE JDA Participants that are not subject to reimbursement, and the City will determine the credits available for each SP2NWE JDA Participant, if any, in accordance with A.R.S. § 9-463.05, the City Code, and/or this Agreement. SPA2NWE JDA Participants may use such credits within the SPA 2 North Service Area or transfer such credits to others to use in the SPA 2 North Service Area by giving notice to the City of a transfer in accordance with then-applicable City procedures for notice. To the extent permitted by law, limitations on the use or transfer of credits in the current or any future City Code shall not apply to use or transfer of credits arising from this Agreement and the SPA2NWE JDA, including without limitation, any limitation on timing of use or transfer, and any restriction on transfer from or to a property with a development agreement with the City, and a SPA2NWE JDA Participant may transfer credits by their individual assignment without a multiple party credit agreement. “**SPA 2 North Service Area**” means the area initially shown on Exhibit D, as adjusted from time to time by the City. The SPA 2 North Service Area shall always include the Parcels identified in the SPA2NWE JDA but shall only include Marisol Trust 8730 Property and Marisol Trust 8731 Property (as defined in the SPA2NWE JDA) to the extent stated on Exhibit D. Marisol Trust 8730 Property and Marisol Trust 8731 Property shall be entitled to the benefits of this Agreement and the SPA2NWE JDA to the extent stated on Exhibit D and this Agreement even though included in the SPA 4 North Service Area for other purposes. Marisol Trusts shall not be entitled to designate or use credits until the Marisol Trusts have paid the Marisol Trusts full Pro Rata Share of Improvement Costs.

5. Notices and Filings. All notices, filings, consents, approvals, and other communications provided for herein or given in connection herewith shall be validly given, filed, made, delivered or served if in writing and delivered personally, emailed or sent by first-class United States Mail to:

City: City of Surprise
Attn: City Manager
16000 N. Civic Center Plaza
Surprise, AZ 85374
Email: bob.wingenroth@surpriseaz.gov
Phone: 623.222.3230

With a Copy to: City of Surprise
Attn: City Attorney
16000 N. Civic Center Plaza
Surprise, AZ 85374
Email: Jeffery.murray@surpriseaz.gov
Phone: 623.222.1124

LCD: Lennar Communities Development, LLC
Attn: Jorge Villasenor and Erik Molina
1665 W. Alameda Dr., Suite 130
Tempe, Az 85282-3000
Email: jorge.villasenor@lennar.com and erik.molina@lennar.com
Phone: 480-276-6738 (Jorge) / 602-524-4444 (Erik)

With a copy to: Gammage & Burnham
40 N. Central Avenue, 20th Floor
Phoenix, AZ 85004
Attn: Thomas J. McDonald, James B. Senften, and Chloe A. Plaisance
Email: tmcdonald@gblaw.com; jsenften@gblaw.com; cplaisance@gblaw.com
Phone: 602-256-4431 (Tom) / 602-256-4468 (James) / 602-256-4427 (Chloe)

or to such other address or addresses as may hereafter be specified by notice given by any of the above for itself to the others. Any notice or other communication directed to either party shall become effective upon the earliest of the following: (a) actual receipt by that party; or (b) thirty-six (36) hours after deposit with the United States Postal Service, addressed to the party.

6. Default. Failure or unreasonable delay by either party to perform or otherwise act in accordance with any term or provision hereof shall constitute a breach of this Agreement. Any breach not cured within thirty (30) days after written notice is received from a non-breaching party, shall constitute a default under this Agreement; provided, however, that if the failure is such that more than thirty (30) days would reasonably be required to perform such action or comply with any term or provision hereof; then the breaching party shall have such additional time as may be necessary to perform or comply so long as the breaching party commences performance or compliance within said thirty (30) day period and diligently proceeds to complete such performance or fulfill such obligation. Any notice of a breach shall specify the nature of the alleged breach and the manner in which said breach may be satisfactorily cured, if possible. The thirty (30) day period shall not apply where an ordinance or statute requires the City to perform or otherwise act in a period in excess of thirty (30) days. In the event a breach remains uncured following the thirty (30) day period, the only remedy permitted shall be specific performance, and the City shall not be responsible, liable, or obligated to pay any monetary damages, except as specifically allowed within this Agreement.

7. Dispute Resolution. If there is a dispute hereunder which the parties cannot resolve between themselves, the parties agree that there shall be a forty-five (45) day moratorium on litigation during which time the parties agree to attempt to settle the dispute by nonbinding mediation before commencement of litigation. The mediation may be held under the commercial mediation rules of the American Arbitration Association, or any other rules as applicable and required by the mediator. The matter in dispute shall be submitted to a mediator mutually selected by the parties. If the parties cannot agree upon the selection of a mediator within seven (7) days, then within three (3) days thereafter, the parties shall request the presiding judge of the Superior Court in and for the County of Maricopa, Arizona, to appoint an independent mediator. The

mediator selected shall have at least five (5) years' experience in mediating or arbitrating disputes relating to development. The cost of any such mediation shall be divided equally between the parties. The results of the mediation shall be nonbinding on the parties, and either party shall be free to initiate litigation subsequent to the moratorium.

8. Choice of Law, Venue, Attorneys' Fees, and Limitation of Damages. Any dispute, controversy, claim or cause of action arising out of or related to this Agreement shall be governed by Arizona law. The venue for any such dispute shall be Maricopa County, Arizona, which shall include both the Superior Court in and for Maricopa County, as well as the United States District Court for the District of Arizona, and each party waives the right to object to venue in Maricopa County for any reason. No party shall be entitled to recover any of its attorneys' fees nor other costs from any other party incurred in any such dispute, controversy, claim or cause of action, but each party shall bear its own attorneys' fees and costs, whether the same is resolved through mediation, arbitration, litigation in a court, or otherwise. Damages shall be limited to injunctive relief and specific performance. No party shall be entitled to recover monetary damages of any kind or nature whatsoever.

9. Good Standing and Authority. The parties represent and warrant that each is duly formed and validly existing under applicable law and that the individuals executing this Agreement on behalf of their respective party are authorized and empowered to bind the party on whose behalf each such individual is signing.

10. Assignment. The provisions of this Agreement are binding upon and shall inure to the benefit of the parties, and all of their successors in interest and assigns. Neither party may assign this Agreement without prior written consent of the other party hereto.

11. Termination Upon Sale of Residential Lots. Except as otherwise provided herein, the parties hereby acknowledge and agree that this Agreement is not intended to, and does not create conditions or exceptions to title or covenants running with any individual residential lots within the Benefited Properties and any tracts or land intended to be dedicated or conveyed to City, any utility provider, any homeowners association, or any school district. Therefore, in order to alleviate any concern as to the effect of this Agreement on the status of title to any of the Benefited Properties, so long as not prohibited by law, this Agreement will terminate without the execution or recordation of any further document or installment as to any individual residential lot sold to a retail homebuyer and any tracts or land dedicated or conveyed to City, any utility provider, any homeowners association, or any school district, and thereupon such individual residential lot and any tracts or land dedicated or conveyed to City, any utility provider, any homeowners association, or any school district will be released from and no longer be subject to or burdened by the provisions of this Agreement.

12. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof; and no waiver of any breach shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant, or condition of this Agreement. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.

13. Further Documentation. The parties agree in good faith to execute such further or additional instruments and documents and to take such further acts as may be necessary or appropriate to fully carry out the intent and purpose of this Agreement.

14. Fair Interpretation. The parties have been represented by counsel in the negotiation and drafting of this Agreement and this Agreement shall be construed according to the fair meaning of its language. The rule of construction that ambiguities shall be resolved against the party who drafted a provision shall not be employed in interpreting this Agreement.

15. Headings. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of any provision of this Agreement.

16. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all parties may be physically attached to a single document.

17. Computation of Time. Any reference to a “day” in this Agreement shall mean City of Surprise business day unless otherwise noted. In computing any period of time under this Agreement, the date of the act or event from which the designated period of time begins to run shall not be included. The last day of the period so completed shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday. The time for performance of any obligation or taking any action under this Agreement shall be deemed to expire at 5:00 p.m. (Arizona time) on the last day of the applicable time period provided herein.

18. Conflict of Interest. This Agreement is subject to the terms of ARS § 38-511.

19. Appropriation of Funds. The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. The City represents that it intends to pay all monies due under this Agreement. Cost increases above the amount listed on Exhibit L will be subject to City approval, not to be unreasonably withheld.

20. Entire Agreement. This Agreement, together with the following Exhibits attached hereto (which are incorporated herein by this reference) constitutes the entire Agreement between the parties.

List of Exhibits

Exhibit A	Water Tank
Exhibit B	Water Tank Property Legal Description
Exhibit C	Water Tank Property Depiction
Exhibit D	SPA 2 North Service Area
Exhibit E	LCD Fee Benefited Properties Depiction
Exhibit F	Asante and Asante North Phases 1 and 2 Property Legal Description
Exhibit G	Asante and Asante North Phases 1 and 2 Depiction
Exhibit H	City Fee Benefited Area Depiction (Spa 2 North Planning Area Map)
Exhibit I	Bill of Sale
Exhibit J	Special Warranty Deed
Exhibit K	Water Tank and Water Tank Property Appraisal
Exhibit L	Allocation and Budget
Exhibit M	Oversized Benefited Properties Area
Exhibit N	Oversizing Costs per EDU
Exhibit O	Notice of Payment

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, LCD has executed this Agreement on the date(s) written below.

Lennar Communities Development, LLC, a
Delaware limited liability company

By _____

Name: _____

Title: _____

STATE OF ARIZONA)

) ss.

County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025
by _____ as the _____ of Lennar Communities Development, LLC, a
Delaware limited liability company, on behalf of the company.

(Affix notary seal here)

Notary Public

CONSENT:

LCD ASANTE, LLC, a Delaware limited liability company, consents to this SPA 2 NORTH WATER TANK TURNOVER AND DEVELOPMENT AGREEMENT, including all exhibits and attachments, made by and between the City of Surprise, an Arizona municipal corporation, and Lennar Communities Development, LLC, a Delaware limited liability company.

LCD ASANTE, LLC,
a Delaware limited liability company

By: Lennar Communities Development, LLC,
a Delaware limited liability company
Its: Manager

By: _____
Name: _____
Title: _____

CONSENT:

Asante Development Partners, LLC, a Delaware limited liability company, consents to this SPA 2 NORTH WATER TANK TURNOVER AND DEVELOPMENT AGREEMENT, including all exhibits and attachments, made by and between the City of Surprise, an Arizona municipal corporation, and Lennar Communities Development, LLC, a Delaware limited liability company.

ASANTE DEVELOPMENT PARTNERS, LLC, a
Delaware limited liability company

By: Lennar Communities Development, LLC, a Delaware
limited liability company, its Manager

By: _____
Name: _____
Title: _____

CONSENT:

Millrose Properties Arizona, LLC, an Arizona limited liability company, consents to this SPA 2 NORTH WATER TANK TURNOVER AND DEVELOPMENT AGREEMENT, including all exhibits and attachments, made by and between the City of Surprise, an Arizona municipal corporation, and Lennar Communities Development, LLC, a Delaware limited liability company.

MILLROSE PROPERTIES ARIZONA, LLC,
an Arizona limited liability company

By:_____

Name: Jeffrey Gunderson

Its: Vice President

CONSENT:

The undersigned, being all of the members of Asante Development Partners, LLC, a Delaware limited liability company, hereby each consent to Asante Development Partners, LLC, a Delaware limited liability company executing this SPA 2 NORTH WATER TANK TURNOVER AND DEVELOPMENT AGREEMENT.

TAYLOR MORRISON/ARIZONA, INC., an
Arizona corporation

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

LENNAR ARIZONA, LLC, an Arizona limited
liability company

By: _____
Name: _____
Its: _____

PULTE HOME COMPANY, LLC, a Michigan
limited liability company

By: _____
Name: _____
Its: _____

EXHIBIT A
WATER TANK



EXHIBIT B

WATER TANK PROPERTY

LEGAL DESCRIPTION

[Attached]

**ASANTE
WATER TANK
LEGAL DESCRIPTION**

A portion of 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 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, 516.75 feet along the west line of the Northwest Quarter of said Section 1;

Thence leaving said west line, South 89°13'15" East, 35.76 feet to the **POINT OF BEGINNING**;

Thence North 43°31'10" East, 355.25 feet to the southwesterly boundary line of the Final Plat for Desert Oasis of Surprise Baer Parcel Map of Dedication as filed in Book 666 of Maps, Page 85, Maricopa County Records;

Thence South 46°27'28" East, 152.42 feet along said southwesterly boundary line to the most northeasterly corner of the Asante Water Tank Boundary as recorded in Quit Claim Deed Document No. 2021-1188381 Maricopa County Records;

Thence the following four (4) courses along said Asante Water Tank Boundary;

Thence leaving said southwesterly boundary line, South 43°15'11" West, 217.17 feet;

Thence South 09°52'10" East, 109.27 feet;

Thence North 85°56'27" East, 168.55 feet;

Thence North 44°22'58" East, 157.99 feet to the southwesterly boundary line of the Final Plat for Desert Oasis of Surprise Parcel B5 as filed in Book 666, Page 07, Maricopa County Records;

Thence South 46°28'51" East, 242.52 feet along said southwesterly boundary line;

Thence leaving said southwesterly boundary line, South 43°31'21" West, 228.04 feet;

Thence South 28°13'35" West, 109.89 feet;

Thence South 43°31'21" West, 144.00 feet;

Thence North 87°27'03" West, 47.79 feet;

Thence North 46°28'39" West, 140.00 feet;

Thence North 27°55'49" West, 137.74 feet;

Thence North 46°28'39" West, 93.60 feet;

Thence North 00°28'36" East, 25.53 feet to the south line of the Final Plat for Asante Well Site No. 1 as filed in Book 1615 of Maps, Page 38, Maricopa County Records;

Thence the following seven (7) courses along said Asante Well Site No. 1 boundary line;

Thence South 89°31'24" East, 108.30 feet along said south line;

Thence North 01°09'10" East, 100.79 feet;

Thence North 89°06'01" West, 157.41 feet;

Thence North 00°42'10" East, 14.46 feet;

Thence North 89°17'50" West, 21.58 feet;

Thence South 00°42'10" West, 15.00 feet;

Thence North 89°17'50" West, 22.59 feet;

Thence leaving said Final Plat boundary line, North 00°42'10" East, 109.40 feet to the **POINT OF BEGINNING**.

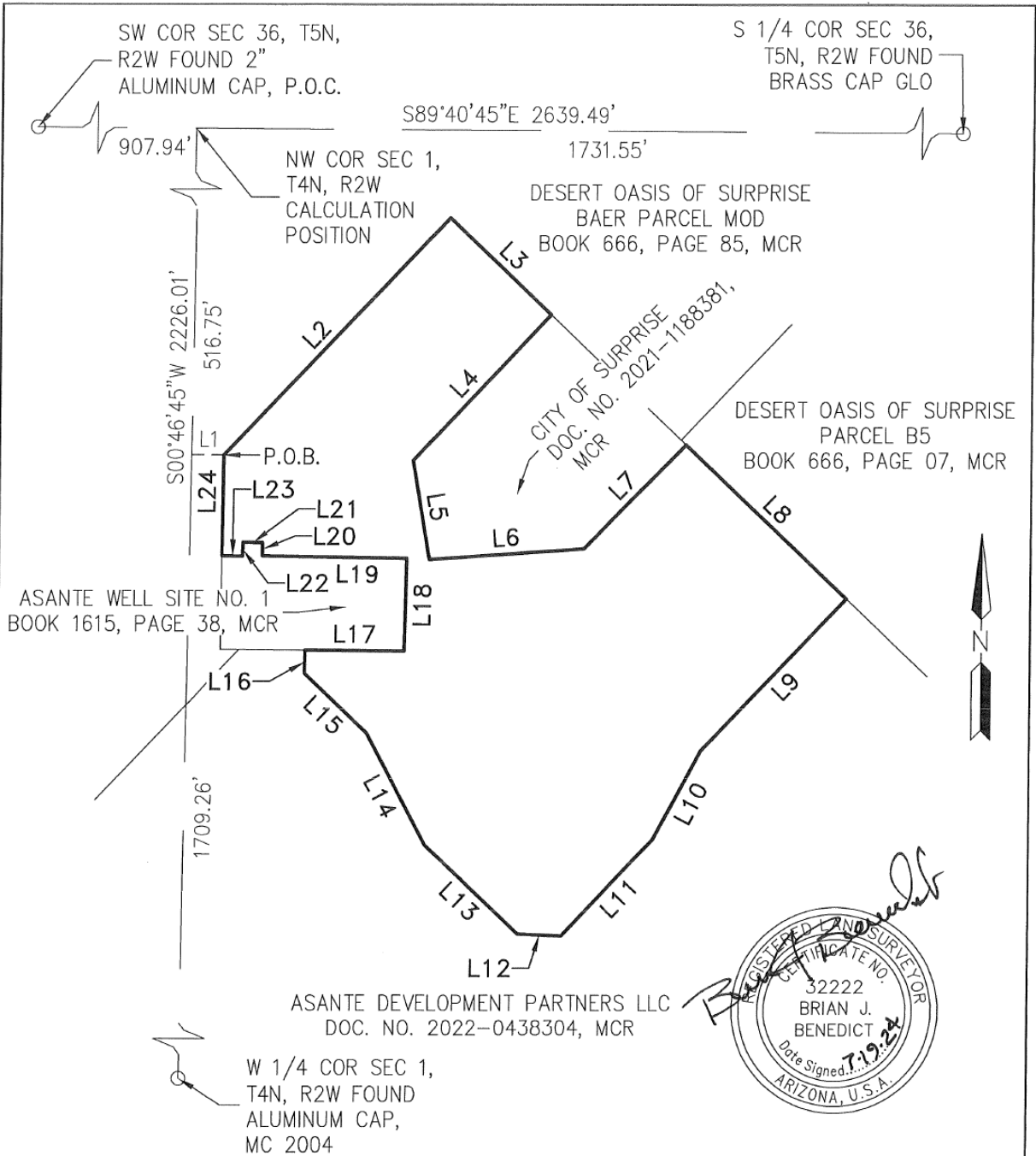
The above described parcel contains a computed area of 222,578 sq. ft. (5.1097 acres) more or less and being subject to any easements, restrictions, rights-of-way of record or otherwise.

The description shown hereon is not to be used to violate any subdivision regulation of the state, county and/or municipality or any land division restrictions.

Prepared by: HILGARTWILSON, LLC
2141 E. Highland Avenue, Suite 250
Phoenix, AZ 85016
Project No.: 1909
Date: July 2024



EXHIBIT C
WATER TANK PROPERTY
DEPICTION
[Attached]



P.O.B. – POINT OF BEGINNING
P.O.C. – POINT OF COMMENCEMENT

PAGE 1 OF 2

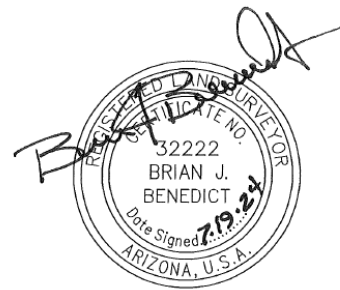
PROJ.NO.: 1909	ASANTE WATER TANK SURPRISE, ARIZONA EXHIBIT	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: JULY 2024		
SCALE: N.T.S.		
DRAWN BY: GS/MRM		
CHECKED BY: BJB		

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LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	S89°13'15"E	35.76'
L2	N43°31'10"E	355.25'
L3	S46°27'28"E	152.42'
L4	S43°15'11"W	217.17'
L5	S09°52'10"E	109.27'
L6	N85°56'27"E	168.55'
L7	N44°22'58"E	157.99'
L8	S46°28'51"E	242.52'
L9	S43°31'21"W	228.04'
L10	S28°13'35"W	109.89'
L11	S43°31'21"W	144.00'
L12	N87°27'03"W	47.79'
L13	N46°28'39"W	140.00'
L14	N27°55'49"W	137.74'
L15	N46°28'39"W	93.60'

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L16	N00°28'36"E	25.53'
L17	S89°31'24"E	108.30'
L18	N01°09'10"E	100.79'
L19	N89°06'01"W	157.41'
L20	N00°42'10"E	14.46'
L21	N89°17'50"W	21.58'
L22	S00°42'10"W	15.00'
L23	N89°17'50"W	22.59'
L24	N00°42'10"E	109.40'



PAGE 2 OF 2

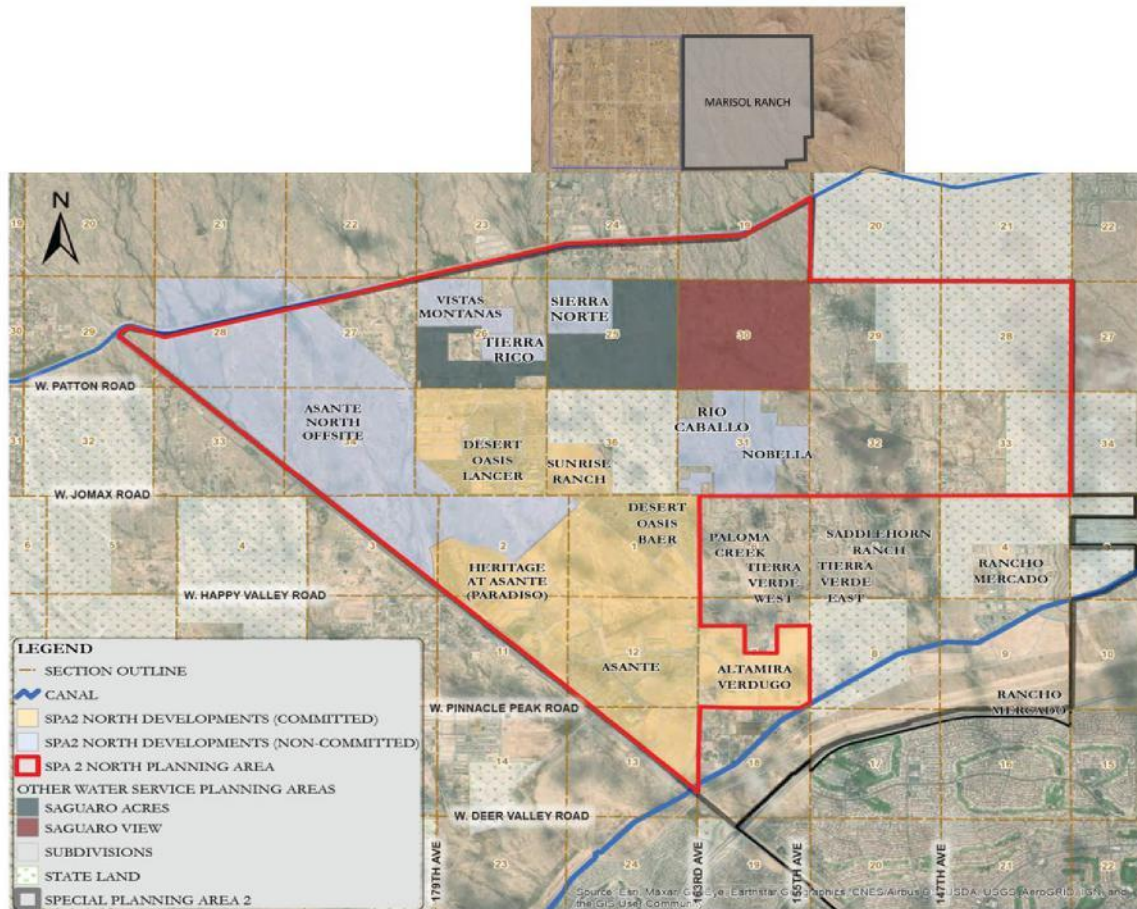
PROJ.NO.: 1909	ASANTE WATER TANK SURPRISE, ARIZONA EXHIBIT	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
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EXHIBIT D

SPA 2 NORTH SERVICE AREA



SPA2 NORTH WATER MASTER PLAN
PLANNING AREA MAP

FIGURE 1-1

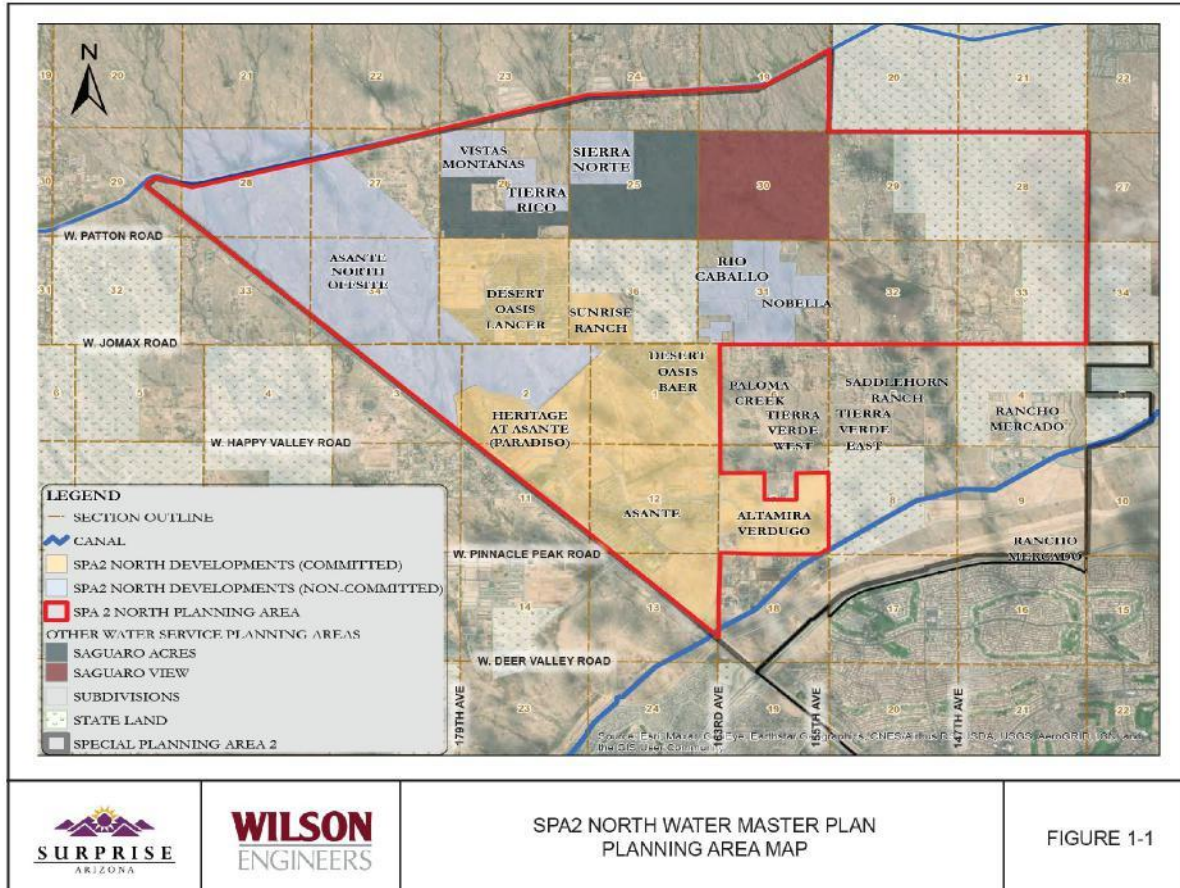
Note:

The SPA 2 North Service Area includes the area outlined in red and Marisol Ranch. Marisol Ranch is a participant in the SPA2NWE JDA. Marisol will be building their own water storage, so they are not participating in the water storage capacity or entitled to any water storage capacity.

EXHIBIT E

LCD FEE BENEFITED PROPERTIES

DEPICTION



Notes:

1. Asante, Heritage Asante PUD and Asante North Ph 1 and 2 properties are excluded since the capacity for the formentioned properties has already satisfied water storage tank capacity via the existing Asante Domestic Water tank.
2. Desert Oasis Baer and Lancer properties, Altamira and Sunrise Ranch are excluded since the capacity for the formentioned properties has already satisfied water storage tank capacity via the existing Desert Oasis Water tank.
3. Marisol Ranch is excluded if they provide their own Water Storage Tank.

EXHIBIT F

ASANTE AND ASANTE NORTH PH 1 AND 2 LEGAL DESCRIPTION

Portions of Sections 1, 2, 3, 11, 12 & 13 Township 4 North, Range 2 West and portions of Sections 34 & 35 Township 5 North, Range 2 West of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

BEGINNING at a found 2 inch aluminum cap, RLS 36562 accepted as the Northeast corner of said Section 12 from which a found 2-3/4 inch City of Surprise brass cap flush accepted as the East Quarter corner thereof bears South 00°44'56" West, 2634.27 feet;

Thence South 00°44'56" West, 2634.27 feet along the east line of the Northeast Quarter of said Section 12 to the East Quarter corner thereof;

Thence South 00°45'20" West, 2634.06 feet along the east line of the Southeast Quarter of said Section 12 to the Southeast corner thereof;

Thence South 00°45'16" West, 1695.33 feet along the east line of the Northeast Quarter of said Section 13 to the beginning of a tangent curve concave northwesterly, having a radius of 2291.38 feet;

Thence leaving said east line and southwesterly along said curve, through a central angle of 33°01'27", an arc length of 1320.71 feet to a tangent line;

Thence South 33°46'43" West, 498.26 feet to the northeasterly Right of Way line of the Burlington Northern & Santa Fe Railroad;

Thence North 46°13'34" West, 18538.55 feet along said northeasterly Right of Way line;

Thence leaving said northeasterly Right of Way line, North 43°46'26" East, 249.62 feet to a non-tangent curve, concave easterly, having a radius of 770.00 feet, the center of which bears North 64°27'17" East;

Thence northerly along said curve, through a central angle of 69°19'09", an arc length of 931.58 feet to a tangent line;

Thence North 43°46'26" East, 379.75 feet;

Thence North 00°55'41" West, 42.65 feet;

Thence North $45^{\circ}37'48''$ West, 672.18 feet to the beginning of a tangent curve concave southerly, having a radius of 1220.00 feet;

Thence westerly along said curve, through a central angle of $90^{\circ}27'40''$, an arc length of 1926.19 feet to a tangent line;

Thence South $43^{\circ}54'32''$ West, 170.00 feet to the aforementioned northeasterly Right of Way line of the Burlington Northern & Santa Fe Railroad;

Thence North $46^{\circ}13'34''$ West, 200.00 feet along said northeasterly Right of Way line;

Thence leaving said northeasterly Right of Way line, North $43^{\circ}54'32''$ East, 170.47 feet to the beginning of a tangent curve, concave southerly, having a radius of 1420.00 feet;

Thence easterly along said curve, through a central angle of $90^{\circ}27'40''$, an arc length of 2241.96 feet to a tangent line;

Thence South $45^{\circ}37'48''$ East, 2372.44 feet to the beginning of a tangent curve, concave northeasterly, having a radius of 1900.00 feet;

Thence southeasterly along said curve, through a central angle of $26^{\circ}25'23''$, an arc length of 876.22 feet to a non-tangent line;

Thence North $15^{\circ}50'04''$ West, 420.20 feet;

Thence North $08^{\circ}04'03''$ East, 181.22 feet;

Thence North $12^{\circ}29'18''$ West, 401.85 feet;

Thence North $38^{\circ}17'07''$ East, 21.81 feet;

Thence North $79^{\circ}10'33''$ East, 1699.68 feet;

Thence South $44^{\circ}30'32''$ East, 580.77 feet;

Thence South $89^{\circ}41'37''$ East, 808.11 feet;

Thence South $89^{\circ}41'31''$ East, 2631.53 feet;

Thence South $89^{\circ}40'45''$ East, 907.94 feet;

Thence South $46^{\circ}28'51''$ East, 529.39 feet;

Thence South $43^{\circ}21'38''$ West, 361.80 feet;

Thence North 89°06'01" West, 63.91 feet;
 Thence North 00°42'10" East, 14.46 feet;
 Thence North 89°17'50" West, 21.58 feet;
 Thence South 00°42'10" West, 15.00 feet;
 Thence North 89°17'50" West, 22.59 feet;
 Thence South 00°42'10" West, 101.58 feet;
 Thence South 89°31'24" East, 92.49 feet;
 Thence South 00°28'36" West, 25.53 feet;
 Thence South 46°28'39" East, 93.60 feet;
 Thence South 27°55'49" East, 137.74 feet;
 Thence South 46°28'39" East, 140.00 feet;
 Thence South 87°27'03" East, 47.79 feet;
 Thence North 43°31'21" East, 144.00 feet;
 Thence North 46°28'39" West, 28.99 feet;
 Thence North 43°31'21" East, 334.04 feet;
 Thence South 46°28'51" East, 3089.91 feet;
 Thence South 46°28'59" East, 3115.23 feet to the **POINT OF BEGINNING**.

EXCEPT

A portion of the Northwest Quarter of Section 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 Maricopa County aluminum cap, RLS 35832 accepted as the West Quarter corner of said Section 2 from which a found 2 inch Maricopa County aluminum cap, RLS 35832 accepted as the Northwest corner thereof bears North 01°01'41" East, 2191.45 feet;

Thence leaving said west line, South 88°58'19" East, 227.99 feet to the **POINT OF BEGINNING**;

Thence North 34°10'33" East, 42.43 feet;

Thence North 79°10'33" East, 132.86 feet to the beginning of a tangent curve concave northwesterly, having a radius of 1550.00 feet;

Thence northeasterly along said curve, through a central angle of 27°25'30", an arc length of 741.92 feet to a tangent line;

Thence North 51°45'03" East, 144.24 feet;

Thence South 21°25'46" East, 614.47 feet;

Thence South 20°27'06" West, 398.89 feet;

Thence South 62°19'57" West, 717.78 feet to a non-tangent curve, concave northeasterly, having a radius of 1382.00 feet, the center of which bears North 46°06'39" East;

Thence northwesterly along said curve, through a central angle of 33°03'54", an arc length of 797.54 feet to a tangent line;

Thence North 10°49'27" West, 128.24 feet to the **POINT OF BEGINNING**.

The above described parcel contains a computed area of 92,307,589 sq. ft. (2,119.0907 acres) more or less and being subject to any easements, restrictions, rights-of-way of record or otherwise.

The description shown hereon is not to be used to violate any subdivision regulation of the state, county and/or municipality or any land division restrictions.

Prepared by: HILGARTWILSON, LLC
2141 E. Highland Avenue, Suite 250
Phoenix, AZ 85016
Project No. 1909
Date: March 2024

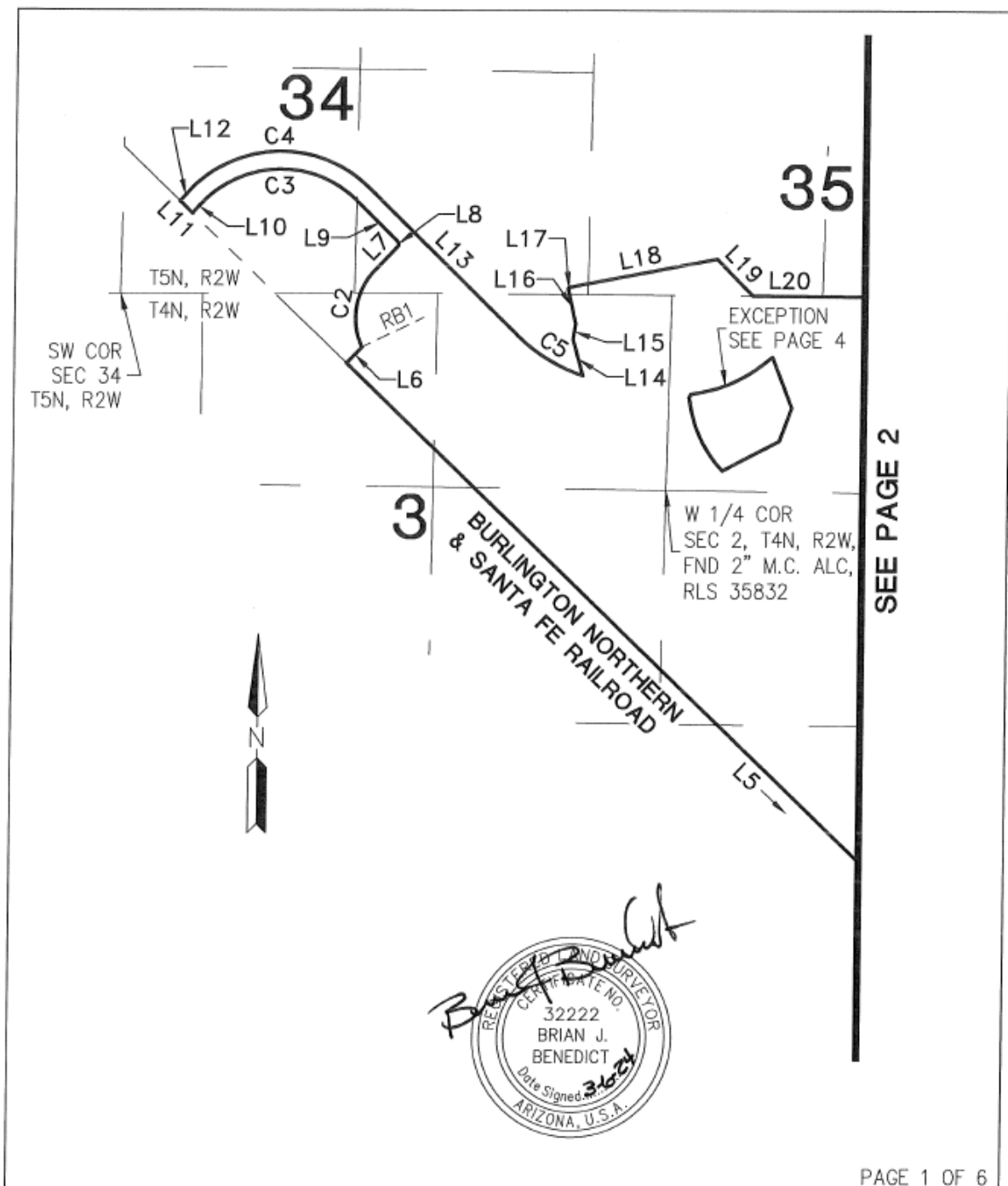


EXHIBIT G

ASANTE AND ASANTE NORTH PHASES 1 AND 2 PROPERTY

DEPICTION

[Attached]

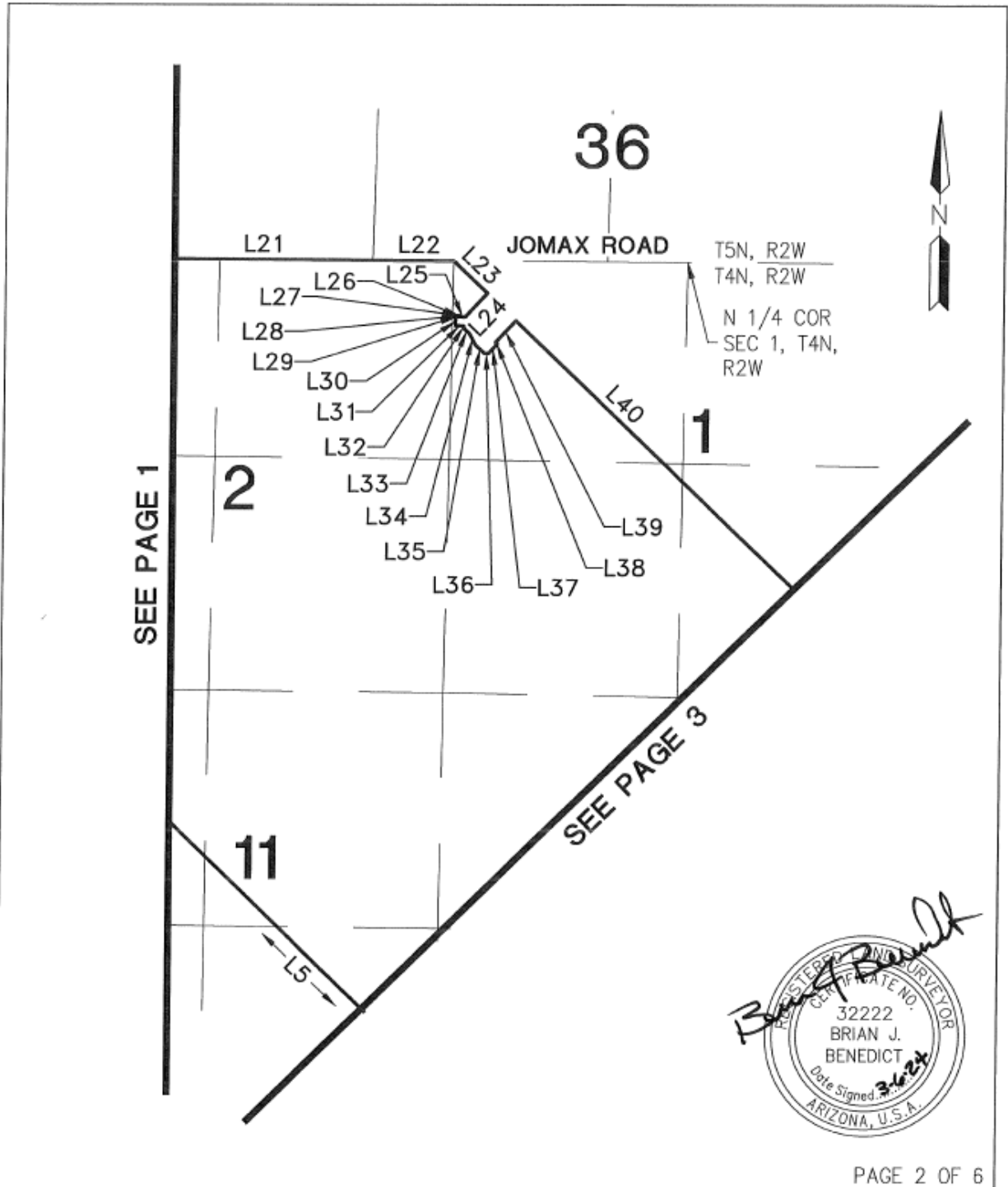


PAGE 1 OF 6

PROJ.NO.: 1909	ASANTE & ASANTE NORTH PHASE 1 & 2 BOUNDARY SURPRISE, ARIZONA	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
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SCALE: N,T,S,		
DRAWN BY: MRM		
CHECKED BY: BJB	EXHIBIT	

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PAGE 2 OF 6

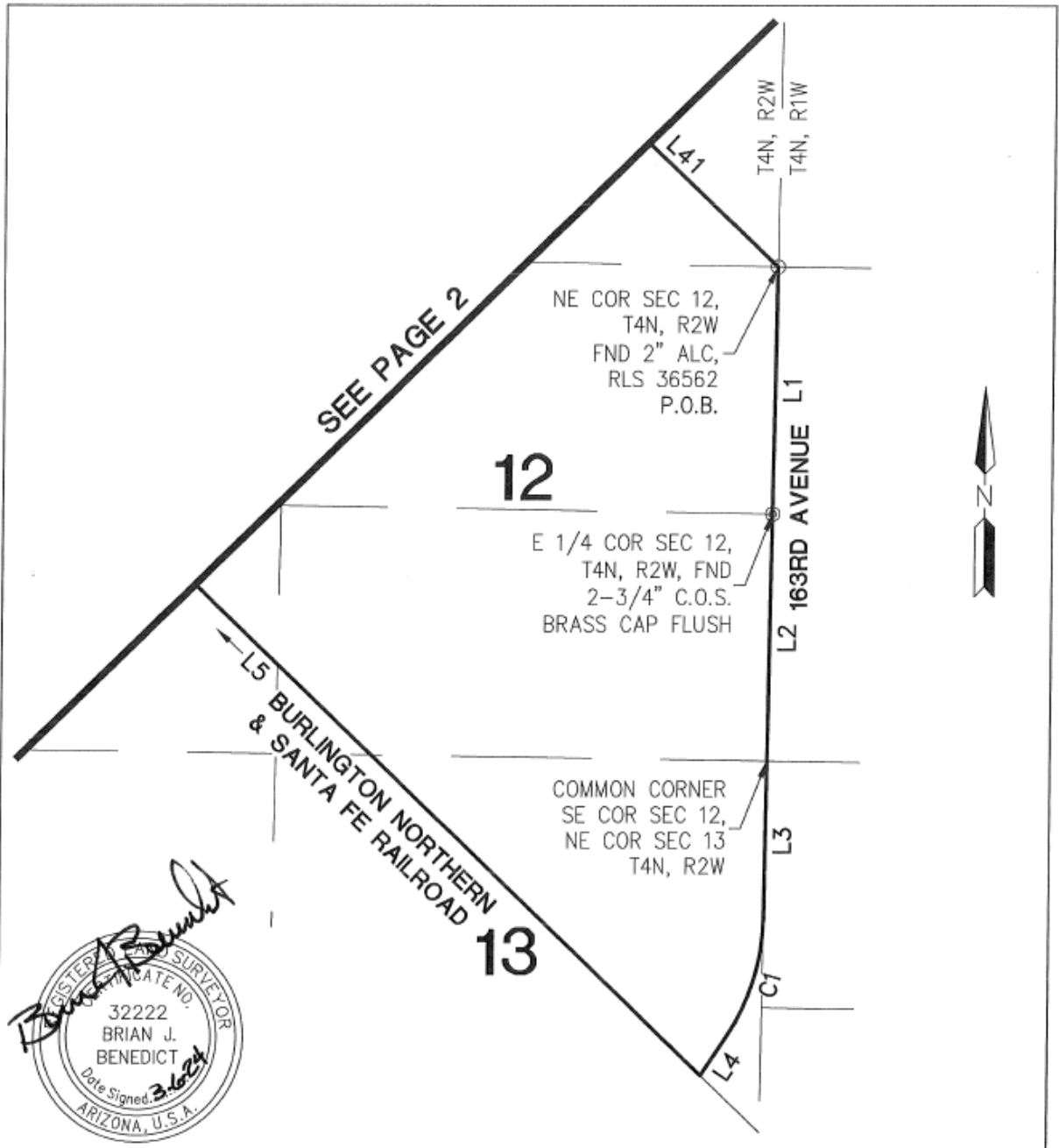
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SCALE: N,T,S,	SURPRISE, ARIZONA	
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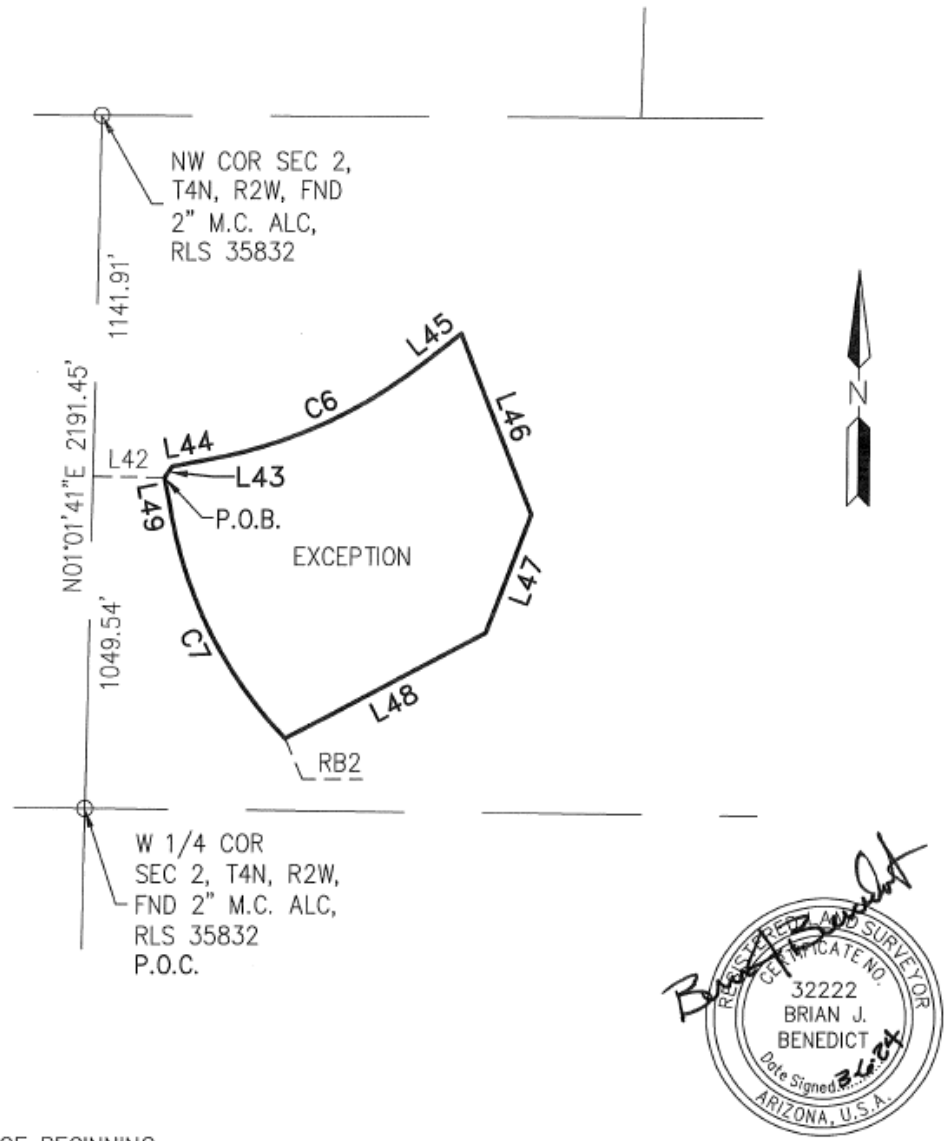
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P.O.B. – POINT OF BEGINNING PAGE 3 OF 6

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DATE: MAR 2024	BOUNDARY	
SCALE: N,T,S,	SURPRISE, ARIZONA	
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P.O.B. - POINT OF BEGINNING
P.O.C. - POINT OF COMMENCEMENT

PAGE 4 OF 6

PROJ.NO.: 1909	ASANTE & ASANTE NORTH PHASE 1 & 2	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: MAR 2024	BOUNDARY	
SCALE: N,T,S,	SURPRISE, ARIZONA	
DRAWN BY: MRM	EXHIBIT	
CHECKED BY: BJB		

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LINE TABLE			LINE TABLE		
LINE NO.	DIRECTION	LENGTH	LINE NO.	DIRECTION	LENGTH
L1	S00°44'56"W	2634.27'	L21	S89°41'31"E	2631.53'
L2	S00°45'20"W	2634.06'	L22	S89°40'45"E	907.94'
L3	S00°45'16"W	1695.33'	L23	S46°28'51"E	529.39'
L4	S33°46'43"W	498.26'	L24	S43°21'38"W	361.80'
L5	N46°13'34"W	18538.55'	L25	N89°06'01"W	63.91'
L6	N43°46'26"E	249.62'	L26	N00°42'10"E	14.46'
L7	N43°46'26"E	379.75'	L27	N89°17'50"W	21.58'
L8	N00°55'41"W	42.65'	L28	S00°42'10"W	15.00'
L9	S45°37'48"E	672.18'	L29	N89°17'50"W	22.59'
L10	S43°54'32"W	170.00'	L30	S00°42'10"W	101.58'
L11	N46°13'34"W	200.00'	L31	S89°31'24"E	92.49'
L12	N43°54'32"E	170.47'	L32	S00°28'36"W	25.53'
L13	S45°37'48"E	2372.44'	L33	S46°28'39"E	93.60'
L14	N15°50'04"W	420.20'	L34	S27°55'49"E	137.74'
L15	N08°04'03"E	181.22'	L35	S46°28'39"E	140.00'
L16	N12°29'18"W	401.85'	L36	S87°27'03"E	47.79'
L17	N38°17'07"E	21.81'	L37	N43°31'21"E	144.00'
L18	N79°10'33"E	1699.68'	L38	N46°28'39"W	28.99'
L19	S44°30'32"E	580.77'	L39	N43°31'21"E	334.04'
L20	S89°41'37"E	808.11'	L40	S46°28'51"E	3089.91'



PAGE 5 OF 6

PROJ.NO.: 1909	ASANTE & ASANTE NORTH PHASE 1 & 2 BOUNDARY SURPRISE, ARIZONA EXHIBIT	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
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LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L41	S46°28'59"E	3115.23'
L42	S88°58'19"E	227.99'
L43	N34°10'33"E	42.43'
L44	N79°10'33"E	132.86'
L45	N51°45'03"E	144.24'
L46	S21°25'46"E	614.47'
L47	S20°27'06"W	398.89'
L48	S62°19'57"W	717.78'
L49	N10°49'27"W	128.24'

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C1	2291.38'	33°01'27"	1320.71'
C2	770.00'	69°19'09"	931.58'
C3	1220.00'	90°27'40"	1926.19'
C4	1420.00'	90°27'40"	2241.96'
C5	1900.00'	26°25'23"	876.22'
C6	1550.00'	27°25'30"	741.92'
C7	1382.00'	33°03'54"	797.54'

** RADIAL BEARING
 RB1 - N64°27'17"E
 RB2 - N46°06'39"E



PAGE 6 OF 6

PROJ.NO.: 1909	ASANTE & ASANTE NORTH PHASE 1 & 2 BOUNDARY SURPRISE, ARIZONA	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436	
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CHECKED BY: BJB			

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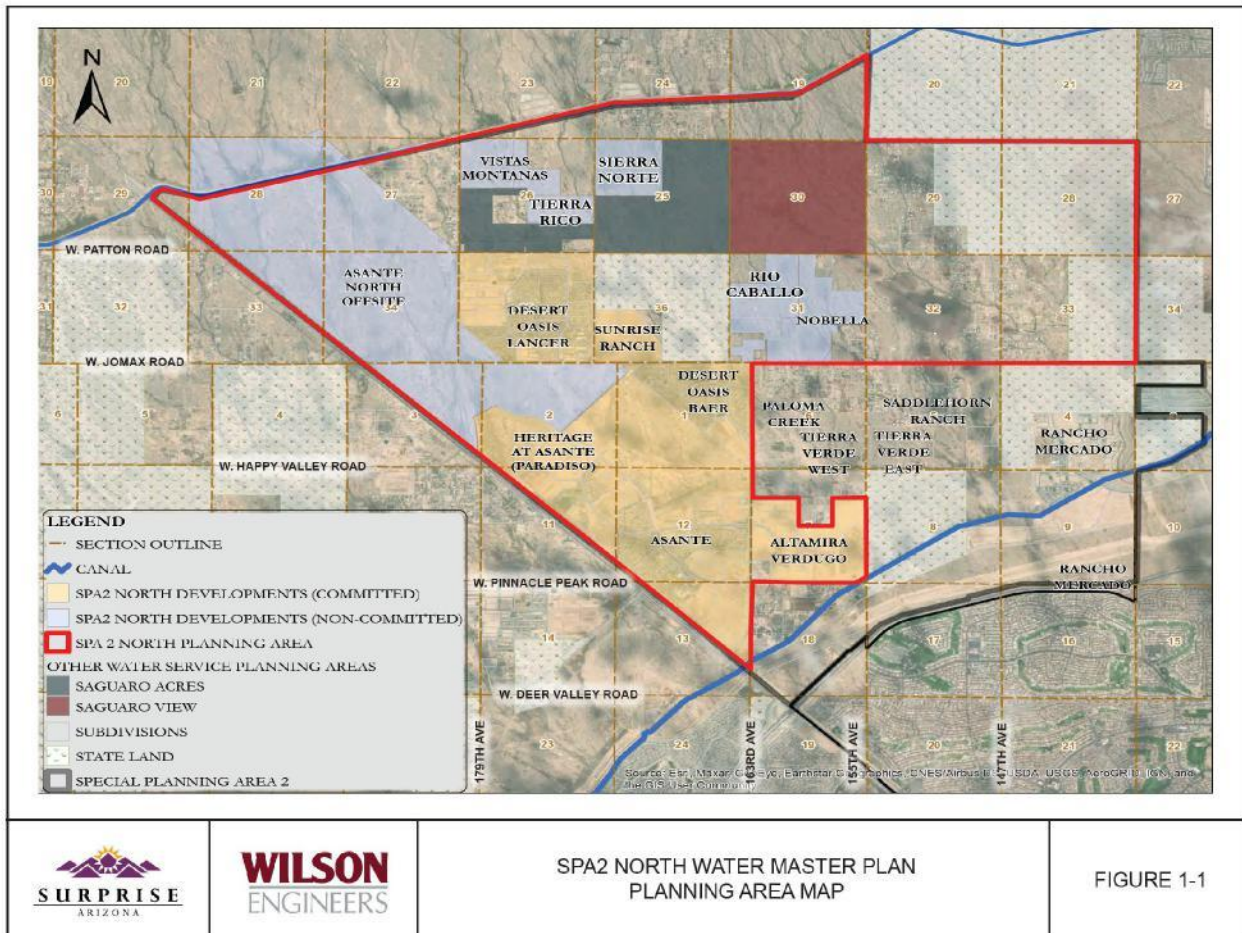
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EXHIBIT H

CITY FEE BENEFITED AREA

DEPICTION

(SPA 2 NORTH PLANNING AREA MAP)



Notes:

1. Asante and Asante North Ph 1 and 2 properties are excluded since the capacity for the formentioned properties has already satisfied water storage tank capacity via the existing Asante Domestic Water tank.
2. SPA2NWE JDA Participants/parties that ultimately participate in the SPA2NWE JDA will be excluded from the City Reimbursement Fee, as further described in Section 3 of this Agreement and in the SPA2NWE JDA, unless requesting more capacity from the City than has been acquired under the SPA2NWE JDA.

EXHIBIT I

BILL OF SALE

This Bill of Sale (this “Bill of Sale”) is made by the undersigned, Lennar Communities Development, LLC, a Delaware limited liability company, as construction manager for the parties to the Amended and Restated Joint Development, Cost Sharing, and Escrow Agreement dated August 24, 2023 (“Owner”), in favor of and to CITY OF SURPRISE, an Arizona municipal corporation (“City”).

WHEREAS, Owner and City entered into that certain SPA 2 North Water Tank, Turnover, Reimbursement and Regional Improvement Overlay Development Agreement dated as of _____, 2025 (the “Agreement”), pursuant to which Owner agreed to convey, dedicate, assign, and transfer to City the Water Tank (as defined in the Agreement) free and clear of all monetary liens and encumbrances that could affect marketability of the title.

NOW, THEREFORE, pursuant to the Agreement, and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner by these presents does convey, dedicate, assign, and transfer to City, its successors and assigns, forever, as an entirety, all of Owner’s right, title, and interest in and to the Water Tank free and clear of all monetary liens and encumbrances, but otherwise as-is, without other representation or warranty, subject to the terms of the Agreement.

Except as expressly set forth herein or in the Agreement, Owner makes no representations or warranties whatsoever regarding the Water Tank.

In the event of any conflict or inconsistency between the terms hereof and the terms of the Agreement, the terms of the Agreement shall govern and control.

Dated this _____ day of _____, 2025.

OWNER:

LENNAR COMMUNITIES

DEVELOPMENT, LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT J

SPECIAL WARRANTY DEED

WHEN RECORDED RETURN TO:

City of Surprise
16000 North Civic Center Plaza
Surprise, AZ 85374-7470
Attn: Robert W. Wingo, Esq.

**SPECIAL WARRANTY DEED WITH PROPERTY RESTRICTIONS AND RESERVATION
OF EASEMENT**

Exempt from affidavit of value pursuant to A.R.S. § 11-1134(A)(3).

For the consideration of Ten Dollars and other valuable considerations, the undersigned ASANTE DEVELOPMENT PARTNERS, LLC, a Delaware limited liability company ("Grantor"), does hereby convey to the CITY OF SURPRISE, an Arizona municipal corporation ("Grantee"), that certain real property situated in Maricopa County, Arizona legally described on **Exhibit A** attached hereto and incorporated herein by reference (the "Property"), together with all rights and privileges appurtenant thereto:

Subject to all taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record; all matters which a physical inspection or accurate survey of the Property would disclose. Except as expressly set forth herein, no representations or warranties have been made by Grantor or anyone else on its behalf to Grantee as to the title or condition of the Property or the improvements thereon erected, if any, or as to any other matters whatsoever.

And the Grantor hereby binds itself and its successors to warrant and defend the title to the Property as against all acts of the Grantor herein and no other, subject to the matters above set forth.

Signature on following page.

Dated this ____ day of _____, 2025.

ASANTE DEVELOPMENT PARTNERS, LLC, a
Delaware limited liability company

By: Lennar Arizona, LLC, an Arizona limited
liability company
Its: Sole Member

By: Lennar Homes Holding, LLC, a Florida limited
liability company, its Manager

By: _____
Name: _____
Title: _____

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing Special Warranty Deed was acknowledged before me on this ____ day of _____, 2025, by _____, the _____ of Lennar Arizona, LLC, an Arizona limited liability company, the Sole Member of ASANTE DEVELOPMENT PARTNERS, LLC, a Delaware limited liability company, for and on behalf of the company.

Notary Public

My Commission expires:

EXHIBIT K

WATER TANK AND WATER TANK PROPERTY APPRAISAL

[Attached]



WATERWORKS ENGINEERS

7500 N. Dobson Road, Suite 200
Scottsdale, AZ 85256
Telephone: 480-661-1742

7/2/2025

Jorge Villasenor
Sr. Project Manager
Lennar
1665 W. Alameda Drive #130
Tempe, AZ 85282

Subject: Asante Development Partner, LLC (Asante) Welded Steel Tank

Dear Mr. Villasenor,

Asante owns an existing welded steel tank (Tank) located in Asante's property just south of the Desert Oasis Water Facility (DO Facility). The Tank is being conveyed to the City of Surprise as part of the DO Facility expansion. The planned developments in the north area of SPA 2 require additional water storage capacity. The addition of the Tank will provide the necessary water storage expansion for the planned developments. The purpose of this letter is to provide the engineer's opinion of probable value of the Tank.

Background

Based on the tank drawings, it is estimated that the Tank was designed and constructed in 2008. Reference the attached signed and sealed engineering drawings by DEI Professional Services LLC. However, the tank was never placed in service nor was it maintained since. Table 1 summarizes the Tank's information.

Water Works Engineers, LLC

Table 1 Tank Data¹

Construction	AWWA ² D100 Weld Steel Tank
Diameter	160 ft ³
Overall Side Shell Height	16 ft
Nominal Storage Volume	2.293 Mgal ⁴
Property Data, Assessor's Parcel Numbers (APN)	503-68-925, 503-68-926, 503-68-927, and 503-68-516B

Valuation

The following criteria were used to estimate the value of the tank.

1. Age of tank and maintenance history.
2. Effective Usable Depth/Volume excludes:
 - a. Unusable depth from tank bottom to tank outlet: 2.42 ft
 - b. Required submergence depth above tank outlet: 3.90 ft
3. The unit cost for a welded steel tank is \$1.10/gallon.
4. Based on Asante, the combined area of the undevelopable properties is 3.6 acres.
5. Based on Asante, the unit cost of undevelopable land is \$117,240 per acre.

Table 2 presents the engineer's opinion of probable value to tank.

¹ Based on attached tank construction drawings

² American Water Works Association

³ ft = Feet

⁴ Mgal = million gallons

Table 2 Tank Value Calculation

Description	Value
Diameter	160 ft
Overflow Weir Height	15.25 ft
Total Tank Bottom Dead Zone	6.32 ft
Effective Usable Depth	8.93 ft
Effective Usable Volume	1.343 Mgal
Estimated Tank Value	\$1,477,900
Estimated Land Value	\$422,100
Estimated Total Tank and Land Value	\$1,900,000

Sincerely,

Abel Ramarui, P.E.
Project Manager

Copy:

John Matta - Water Works Engineers, Principal

Attachment:

Tank Drawings



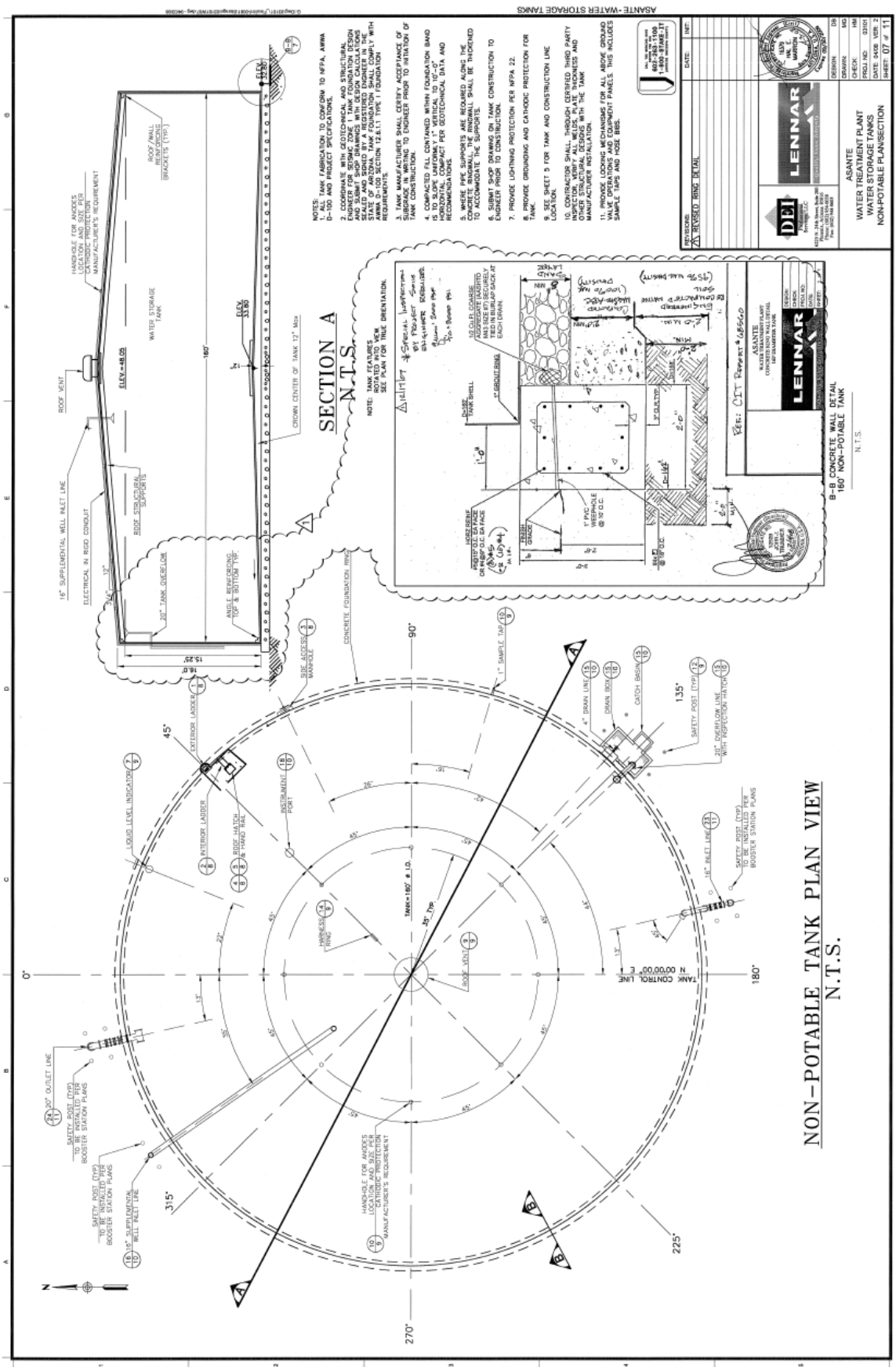


EXHIBIT L: Budget and Allocation

DATE: 8/12/2025

Budget & Allocation Exhibit "L"																		
			(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)	(N)	(O)	(P)	(Q)	(R)	(S)
Participants	Parcels	LookUp	EDU's Booster Pump	% Booster Pump	EDU's Water Treatment	% Water Treatment	EDU's Tank	% Tank	Booster Pump Design	Water Treatment Design	Tank Design	Total Design	Booster Pump Construction	Water Treatment Construction	Tank Refurbish	Total Construction	Plan Review Fees and LCD, LLC Legal and Submittal Fees	Total (M + Q + R)
LCD, LLC (COS) (2)	Tierra Rico and Willow Trails	Tierra Rico (Zone 3A)/Willow Trail/Home Town Surprise	487	4.331%	484	4.331%	461	7.607%	\$ 40,229	\$ 24,482	\$ 12,465	\$ 77,176	\$ 597,357	\$ 363,533	\$ 185,086	\$ 1,145,976	\$ 6,749	\$ 1,229,902
LCD, LLC (COS) (3)	Excess Tank EDU	Excess Tank Capacity -LCD, LLC	0	0.000%	0	0.000%	2,506	41.350%	\$ -	\$ -	\$ 67,754	\$ 67,754	\$ -	\$ -	\$ 1,006,061	\$ 1,006,061	\$ 5,925	\$ 1,079,740
Pulte / Leavitt	Visara (Pulte/Leavitt) 305 EDU	Visara/Pulte (Zone 3A)	322	2.865%	320	2.865%	305	5.033%	\$ 26,616	\$ 16,198	\$ 8,247	\$ 51,060	\$ 395,215	\$ 240,515	\$ 122,454	\$ 758,184	\$ 4,465	\$ 813,709
LCD, LLC (COS) (4)	Visara/COS (Zone 3A) 240 EDU	Visara/COS (Zone 3A)	254	2.255%	252	2.255%	240	3.960%	\$ 20,944	\$ 12,746	\$ 6,489	\$ 40,179	\$ 310,989	\$ 189,258	\$ 96,357	\$ 596,604	\$ 3,514	\$ 640,296
Ashton Woods	Visara (Ashton Woods) 271 EDU	Visara/Ashton Woods (Zone 3A)	287	2.546%	284	2.546%	271	4.472%	\$ 23,649	\$ 14,392	\$ 7,327	\$ 45,368	\$ 351,158	\$ 213,704	\$ 108,803	\$ 673,665	\$ 3,968	\$ 723,001
Sierra Norte 20, LLC & Sierra Norte 158, LLC	Sierra Norte	Sierra Norte (Zone 3A)	612	5.437%	607	5.437%	579	9.550%	\$ 50,505	\$ 30,736	\$ 15,648	\$ 96,889	\$ 749,936	\$ 456,388	\$ 232,361	\$ 1,438,685	\$ 8,473	\$ 1,544,047
Surprise Land Holdings, LLC	Vista Montanas	Vista Montanas (Zone 3A)	680	6.046%	675	6.046%	644	10.620%	\$ 56,164	\$ 34,180	\$ 17,402	\$ 107,746	\$ 833,968	\$ 507,527	\$ 258,397	\$ 1,599,892	\$ 9,423	\$ 1,717,060
Marisol Ranch	Marisol Trust 8730 & Marisol Trust 8731	Asante JDA/LCD Asante (Marisol Ranch (Zone 3A))	2,918	25.927%	2,896	25.927%	0	0.000%	\$ 240,834	\$ 146,564	\$ -	\$ 387,399	\$ 3,576,097	\$ 2,176,300	\$ -	\$ 5,752,397	\$ 33,879	\$ 6,173,675
Hawks Arizona Land, LLC	Nobella (Hines)	Asante JDA/LCD Asante (Nobella/Hines Property (Zone 3A))	833	7.398%	826	7.398%	788	12.995%	\$ 68,722	\$ 41,822	\$ 21,293	\$ 131,836	\$ 1,020,432	\$ 621,003	\$ 316,171	\$ 1,957,606	\$ 11,529	\$ 2,100,971
Padelford	Padelford Property	Padelford (Zone 3A/2A)	76	0.676%	76	0.676%	72	1.188%	\$ 6,283	\$ 3,824	\$ 1,947	\$ 12,054	\$ 93,297	\$ 56,777	\$ 28,907	\$ 178,981	\$ 1,054	\$ 192,089
Shemer	Shemer Property (former part of Nobella)	Shemer Property (Zone 3A/Former Nobella)	207	1.835%	205	1.835%	195	3.223%	\$ 17,045	\$ 10,373	\$ 5,281	\$ 32,700	\$ 253,103	\$ 154,031	\$ 78,422	\$ 485,556	\$ 2,860	\$ 521,116
A & R JDA	Asante and Asante North Ph 1 & 2	Asante JDA/LCD Asante	4,578	40.684%	4,545	40.684%	0	0.000%	\$ 377,913	\$ 229,986	\$ -	\$ 607,899	\$ 5,611,545	\$ 3,415,009	\$ -	\$ 9,026,554	\$ 53,162	\$ 9,687,615
																		\$ -
TOTAL			11254	100%	11172	100%	6060	100%	\$ 928,905	\$ 565,302	\$ 163,853	\$ 1,658,060	\$ 13,793,097	\$ 8,394,045	\$ 2,433,019	\$ 24,620,161	\$ 145,000	\$ 26,423,221
Note: 1. Based upon the Felix's June 3 2023 Cost Estimate (DO Cost Estimate Breakdown R15 - 06.03.2025.xls) 2. City of Surprise on behalf of Tierra Rico and Willow Trails 3. City of Surprise Excess EDU (tank capacity) 4. City of Surprise on behalf of Visara																		

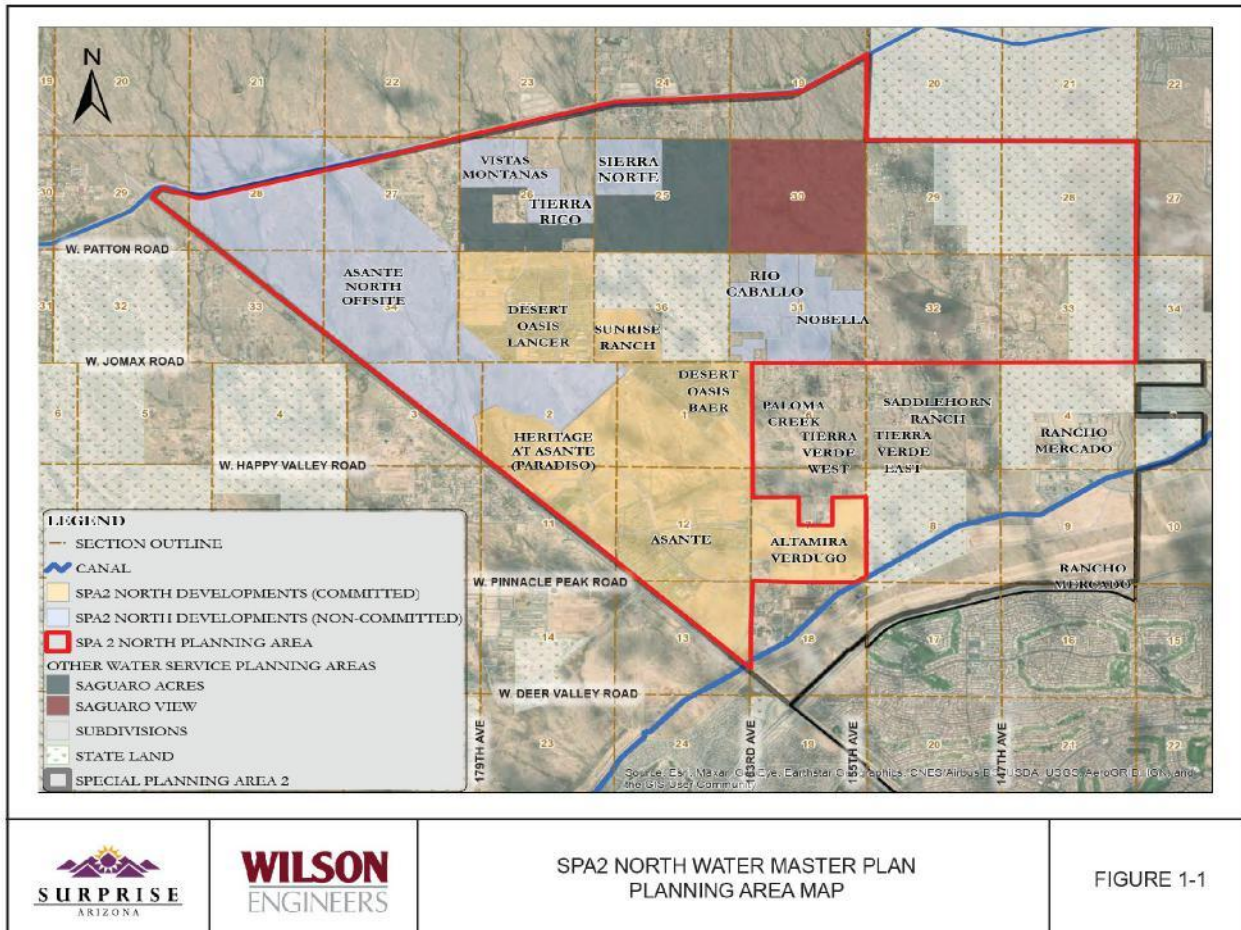
Exhibit L Continued

Cost Allocations														
DO Water Facility Component	Total	Total EDU	Asante JDA/LCD Asante	Asante JDA/LCD Asante (Marisol Ranch Zone 3A))	Asante JDA/LCD Asante (Nobella/Hines Property (Zone 3A))	Padelford (Zone 3A/2A)	Shemer Property (Zone 3A/Former Nobella)	Sierra Norte (Zone 3A)	Tierra Rico (Zone 3A)/Willow Trail/Home Town Surprise	Visara/COS (Zone 3A)	Visara/Ashton Woods (Zone 3A)	Visara/Pulte (Zone 3A)	Vista Montanas (Zone 3A)	Excess Tank Capacity - LCD, LLC
Contact			Jorge Viallasenor	Kip Gilleland	Scott King/ Alexander Schreiber	Rick Padelford	Ryan Shemer/Barry Shemer/Marcy Cork	Michael Schwab	Jorge Viallasenor/Michael Boule	Jorge Viallasenor/Michael Boule	Mari Flynn/Jeremy Ramsdell	Laura Meyers	Omar Mireles/Matt Makovic/Michael Schwab/Michael Park	
Development Equivalent Dwelling Units (EDU)		10,645	4,331	2,760	788	72	195	579	461	240	271	305	644	2,506
Allocated Excess Treatment Capacity, EDU		527	214	137	39	4	10	29	23	12	13	15	32	
Allocated Excess Booster Pump Station Capacity, EDU		609	248	158	45	4	11	33	26	14	16	17	37	
Arsenic Treatment	\$9,008,783	11,172	\$3,665,108	\$2,335,682	\$666,482	\$60,935	\$165,311	\$489,811	\$390,156	\$203,118	\$229,354	\$258,129	\$544,695	
Water Storage	\$2,611,202	6,060			\$339,326	\$31,024	\$84,165	\$249,378	\$198,640	\$103,414	\$116,771	\$131,422	\$277,321	\$1,079,740
Zone 2A and 3A BPS	\$14,803,236	11,254	\$6,022,507	\$3,837,993	\$1,095,163	\$100,129	\$271,640	\$804,858	\$641,105	\$333,764	\$376,875	\$424,158	\$895,044	
Total for Each Development	\$26,423,221		\$9,687,615	\$6,173,675	\$2,100,971	\$192,089	\$521,116	\$1,544,047	\$1,229,902	\$640,296	\$723,001	\$813,709	\$1,717,060	\$1,079,740
Unit Cost per EDU			\$2,237	\$2,237	\$2,668	\$2,668	\$2,668	\$2,668	\$2,668	\$2,668	\$2,668	\$2,668	\$2,668	\$431

EXHIBIT M

OVERSIZED BENEFITED PROPERTIES AREA

(SPA 2 NORTH PLANNING AREA MAP)



The following participants/properties in the SPA 2 Water Expansion project are to Benefit for the Oversizing of the SPA 2 Water Expansion Project oversizing and more specifically detailed in the SPA 2 Water Expansion allocation and oversizing cost document.

1. Asante, Heritage Asante PUD, Asante North Phase 1 and 2 property as legally described.
2. Visara formally known as Rio Caballo
3. Vistas Montanas
4. Sierra Norte 20 and 158
5. Nobella
6. Marisol Ranch (which is generally located in the SPA 4 service area)
7. Padelford property
8. Shermer Property
9. City of Surprise

EXHIBIT N - Excess Capacity Allocations

Participants	Contact	DO Water Facility Component	
		Allocated Excess Treatment Capacity, EDU	Allocated Excess Booster Pump Station Capacity, EDU
Asante JDA/LCD Asante	Joan Scarbrough/Jorge Viallasenor	214	248
Asante JDA/LCD Asante (Marisol Ranch (Zone 3A))	Kip Gilleland	137	158
Asante JDA/LCD Asante (Nobella/Hines Property (Zone 3A))	Scott King/ Alexander Schreiber	39	45
Padelford (Zone 3A/2A)	Rick Padelford	4	4
Shemer Property (Zone 3A/Former Nobella)	Ryan Shemer/Barry Shemer/Marcy Cork	10	11
Sierra Norte (Zone 3A)	Michael Schwab	29	33
Tierra Rico (Zone 3A)/Willow Trail/Home Town Surprise	Joan Scarbrough/Michael Boule	23	26
Visara/COS (Zone 3A)	Joan Scarbrough/Michael Boule	12	14
Visara/Ashton Woods (Zone 3A)	Mari Flynn/Jeremy Ramsdell	13	16
Visara/Pulte (Zone 3A)	Laura Meyers	15	17
Vista Montanas (Zone 3A)	Omar Mireles/Matt Makovic/Michael Schwab/Michael Park	32	37
	TOTAL:	527	609

EXHIBIT O
NOTICE OF PAYMENT

As required by the City of Surprise pursuant to that certain SPA 2 North Water Tank Turnover and Development Agreement, _____ (“**Buyer**”) has paid Lennar Communities Development, LLC (“**LCD**”), as Contract Administrator of that certain Joint Development, Cost Sharing and Escrow Agreement SPA 2 North Water Expansion (the “**SPA2NWE JDA**”), the following Buy-In Fees. If the buy-in fee is based on the estimated cost per equivalent dwelling unit (“**EDU**”) and shall be subject to future “true-up” following the completion of the Oversized Improvements.

Based on
Estimate

_____	# of EDUs	
\$ _____	Amount paid per EDU	YES/NO

[INSERT THE FOLLOWING SENTENCE AND INITIAL IF ALL BUY-IN FEES HAVE BEEN PAID]

_____ Buyer has paid all of its Buy-in Fees.

[INSERT THE FOLLOWING SENTENCE AND INITIAL IF BUYER STILL HAS OUTSTANDING BUY-IN FEES]

_____ Buyer still owes the following Buy-in Fees.

\$ _____ Amount outstanding per EDU

LCD: _____

Name	Date
------	------

City Acknowledgement: _____

Name	Date
------	------



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: September 16, 2025
Submitting Department: Finance
Staff Recommendations:

Contact Person: Sandy Simmons, Finance Director
District: Citywide

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

Agenda Wording:

Consideration and action pertaining to Resolution 2025-116, reducing the initial business licensing fee and amending the Comprehensive Citywide Fee Schedule.

Motion:

I move to approve Resolution 2025-116 reducing the initial business licensing fee and amending the Comprehensive Citywide Fee Schedule.

Background:

The business license program is responsible for issuing business licenses to all persons who conduct business in the City of Surprise. City of Surprise Municipal Code, Chapter 26, requires any person who practices, transacts, or carries on any business within the municipal limits of the City to obtain a business license.

The current fee for an initial business license is \$168.00, prorated by quarter based on the business start date, with an annual renewal fee of \$84.00.

In alignment with the City's Strategic Plan priority of Economic Development, Council recommends a reduction of the initial business license fee. The proposed change reduces the initial license fee by 50 percent, as outlined in Exhibit A of the Resolution. Annual renewal fees remain unchanged.

Objective Analysis:

Reducing the initial business licensing fee will help lower barriers to entry for new businesses in Surprise, promote entrepreneurship, and foster long-term economic growth.

Policy Compliant:

This item is consistent with the City Council Strategic Plan priority of Economic Development and the City's Comprehensive Financial Management Policies regarding periodic review of user fees.

Financial Impact:

The proposed 50% reduction in the initial business licensing fee is estimated to reduce General Fund revenues by approximately \$25,000–\$40,000 annually, based on historical licensing activity.

Budget Impact:

The proposed change will reduce General Fund revenues beginning in FY2026. The revenue impact will be incorporated into future years' budgets as part of the annual budget development process.

FTE Impact:

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

ATTACHMENTS:

1. Resolution-2025-116_Business Licensing Fee Reduction
-

RESOLUTION # 2025-116

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, REDUCING BUSINESS LICENSING FEES, AND AMENDING THE COMPREHENSIVE CITYWIDE FEE SCHEDULE.

WHEREAS, per the City of Surprise Comprehensive Financial Management Policies, user fees and charges will be examined periodically;

WHEREAS, the Comprehensive Citywide Fee Schedule was last adopted on April 15, 2025, via Resolution #2025-19, as amended;

WHEREAS, the City has statutory authority to assess fees and charges;

WHEREAS, the City's Strategic Plan prioritizes economic development, and reducing business licensing fees advances this goal by encouraging business growth, fostering entrepreneurship, and strengthening the City's economic vitality;

WHEREAS, the City Council desires to provide relief to businesses by reducing the initial business licensing fee; with annual license renewal fees remaining unchanged; and

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

Section 1. The initial business license fee shall be reduced as set forth in Exhibit A, effective January 1, 2026, and the Comprehensive Citywide Fee Schedule shall be updated accordingly.

[SIGNATURES ON THE FOLLOWING PAGE]

APPROVED AND ADOPTED this ____ day of _____, 2025.

Kevin Sartor, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Jeff Murray, City Attorney

RESOLUTION # 2025-XX
Exhibit A

	Current Amount	Proposed Amount	
Business - Initial License (pro-rated)	\$168.00	\$84.00	Per License
Pro-Rated Initial Business License			
Start date 1st Quarter (Jan, Feb, & Mar)	\$168.00	\$84.00	Per License
Start date 2nd Quarter (Apr, May, & Jun)	\$126.00	\$63.00	Per License
Start date 3rd Quarter (Jul, Aug, & Sept)	\$84.00	\$42.00	Per License
Start date 4th Quarter (Oct, Nov, & Dec)	\$42.00	\$21.00	Per License

Note: Annual license renewals remain unchanged. Only initial license fees
are subject to this reduction.