



Agenda

Work Study and Possible Executive Session Queen Creek Town Council

Queen Creek Town Hall, 22350 S. Ellsworth Road
Council Chambers

May 2, 2012

6:00pm

1. Call to Order

2. Roll Call (one or more members of the Council may participate by telephone)

3. Motion to adjourn to Executive Session (to be held in the Saguaro Conference Room of the Municipal Services Building)for the following purposes:

A. Discussion and consultation with the Town Attorney for legal advice and to consider the Town's position and instruct the staff regarding acquisition of property (Victoria Towne Center). (A.R.S. 38-431.03(A)(3) & (7).

B. Discussion and consideration of assignments and performance evaluation of Town Manager (A.R.S. §38-431.03(A)(1).

C. Discussion and consultation with the Town Attorney for legal advice and to consider the Town's position and instruct staff regarding acquisition of property located at the northwest corner of Ocotillo and Ellsworth Roads. (A.R.S. 38-431.03(A)(3) & (7).

D. Discussion and consultation with the Town Attorney for legal advice and to consider the Town's position and instruct the staff regarding acquisition real property located at 21114 S. 220th Place (Assessor's Parcel # 304-64-008X) from Joseph and Roberta Passarella. (A.R.S. 38-431.03(A)(3),(4)and (7).

E. Discussion and consultation for legal advice with the Town Attorney and to consider the Town's position and instruct its staff regarding a possible land exchange. (ARS 38-431.03 (A)(3) and (7).

ITEMS FOR DISCUSSION These items are for Council discussion only and no action will be taken. In general, no public comment will be taken.

None.

4. Adjournment



Agenda
Regular and Possible Executive Session
Queen Creek Town Council
Queen Creek Town Hall, 22350 S. Ellsworth Road
Council Chambers
May 2, 2012
7:00 p.m.

1. Call to Order

2. Roll Call (one or more members of the Council may participate by telephone)

3. Pledge of Allegiance:

4. Invocation: Pastor Ben Lee – Living Waters Bible Church

5. Ceremonial Matters: Presentations, Proclamations, Awards, Guest Introductions and Announcements.

A. Recognition of Warren McGregor, Kyle “Chaz” Welch, Dylan Lambert and Jayden Meeks, Star Scouts of Troop 303 for their life-saving rescue efforts on April 21, 2012.

6. Committee Reports

A. Council summary reports on meetings and/or conferences attended. This may include but is not limited to Phoenix-Mesa Gateway Airport; MAG; East Valley Partnership; CAAG. The Council will not propose, discuss, deliberate or take legal action on any matter in the summary unless the specific matter is properly noticed for legal action.

B. Partner agencies quarterly or periodic updates to Council. This may include but is not limited to Queen Creek Chamber of Commerce; Queen Creek Performing Arts Center; Boys & Girls Club of East Valley; and Maricopa or Pinal County Board of Supervisors or other governmental agencies. The Council will not propose, discuss, deliberate or take legal action on any matter in the summary unless the specific matter is properly noticed for legal action.

- Boys & Girls Club Quarterly Report
- Roots N’ Boots presentation and report

C. Budget Committee – April 30, 2012

7. Public Comment: Members of the public may address the Town Council on items not on the printed agenda and during Public Hearings. Please complete a “Request to Speak Card”, located on the table at the rear of the Council Chambers and turn it in to the Town Clerk prior to the beginning of the meeting. There is a time limit of three minutes for comments.

Agenda for the Regular and Possible Executive Session

Queen Creek Town Council

May 2, 2012

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8. Consent Calendar: Matters listed under the Consent Calendar are considered to be routine and will be enacted by one motion and one vote. Public Hearing items are designated with an asterisk (*). Prior to consideration of the Consent Agenda, the Mayor will ask whether any member of the public wishes to remove a Public Hearing item for separate consideration. Members of the Council and or staff may remove any item for separate consideration.

A. Consideration and possible approval of the April 18, 2012 Work Study and Regular Session Minutes. **TAB A**

B. Consideration and possible approval of a budget reallocation and increase to Purchase Order #20120077 with Dana Kepner, Inc., in the amount of \$30,000 for the purchase, repair and testing of Sensus water meters, fittings and accessories. **TAB B**

C. Consideration and possible approval of **Resolution 902-12** authorizing the purchase agreement with Victoria Towne Center Mortgage LLC, in the amount not to exceed \$810,000 (including closing and other associated costs) for property located at the northwest corner of Ellsworth Road and Maya Road. **TAB C**

PUBLIC HEARINGS: If you wish to speak to the Council on an item listed as a Public Hearing, please complete a Request to Speak Card and turn it in to the Town Clerk. Speakers will be called upon in the order in which their cards are received. Speakers are limited to three (3) minutes each.

9. Public Hearing and possible approval of **RZ12-006/SP12-007/ORDINANCE 511-12 “Banner Health Center – Queen Creek”** a request by C. Dale Willis on behalf of Victoria Lund Investment Group, LLC to rezone approximately 11.78 acres on the west side of Ellsworth Loop Road, south of Victoria Lane from R-2 PAD to C-2 PAD and site plan approval for Banner Health Center – Queen Creek. **TAB D**

FINAL ACTION: If you wish to speak to the Council on an item listed under Final Action, please complete a Request to Speak Card and turn it in to the Town Clerk. Speakers will be called upon in the order in which their cards are received. Speakers are limited to three (3) minutes each.

10. Discussion and possible action on **DR12-017 “Blandford Homes at The Pecans”** a request by Christa Walker on behalf of Blandford Homes for approval of four (4) floor plans with fourteen elevations each to be constructed in The Pecans subdivision located on the south side of Chandler Heights Road between Ellsworth and Hawes Roads.

TAB E

11. Discussion and possible action on **DR12-028 “Maracay Homes at Montelena”** a request by Alex Holmquist of Maracay Homes for approval of six (6) floor plans with three elevations each to be constructed on the 56 remaining lots in the Montelena Subdivision located at the northeast corner of Chandler Heights and Hawes Roads.

TAB F

Agenda for the Regular and Possible Executive Session

Queen Creek Town Council

May 2, 2012

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ITEMS FOR DISCUSSION: These items are for Council discussion only and no action will be taken. In general, no public comment will be taken.

12. Presentation on the Annual Pavement Management Plan.

13. Motion to adjourn to Executive Session: The Council may reconvene the Executive Session for any of the items listed on the Executive Session Agenda.

14. Adjournment



Minutes
Work Study Session
Queen Creek Town Council
Queen Creek Town Hall, 22350 S. Ellsworth Road
Council Chambers
April 18, 2012
6:30pm

DRAFT

1. Call to Order

The meeting was called to order at 6:30pm.

2. Roll Call (one or more members of the Council may participate by telephone)

Council Members present: Alston; Barnes; Oliphant; Wheatley; Vice Mayor Brown and Mayor Barney. Council Member Benning was absent.

3. Motion to adjourn to Executive Session (to be held in the Saguaro Conference Room of the Municipal Services Building) for the following purposes:

A. Discussion and consultation with the Town's attorneys for legal advice regarding a notice of violation and possible settlement re: Queen Creek Landfill. (A.R.S. 38-431.03(A)(3).

Motion to adjourn to Executive Session at 6:31pm (Brown/Wheatley/Unanimous)

ITEMS FOR DISCUSSION These items are for Council discussion only and no action will be taken. In general, no public comment will be taken.

None.

4. Adjournment

The meeting was reconvened and adjourned at 6:50pm (Alston/Brown/Unanimous)



Minutes
Regular Session
Queen Creek Town Council
Queen Creek Town Hall, 22350 S. Ellsworth Road
Council Chambers
April 18, 2012
7:00 p.m.

1. Call to Order

DRAFT

The meeting was called to order at 7:00pm.

2. Roll Call (one or more members of the Council may participate by telephone)

Council Members present: Alston; Barnes; Oliphant; Wheatley; Vice Mayor Brown and Mayor Barney. Council Member Benning was absent.

3. Pledge of Allegiance: Led by Council Member Barnes.

4. Invocation: Pastor Ben Lee – Living Waters Bible Church

5. Ceremonial Matters: Presentations, Proclamations, Awards, Guest Introductions and Announcements.

Mayor Barney announced the Earth Day events to be held at the Queen Creek Library on April 21st from 8am-12noon.

6. Committee Reports

DRAFT

A. Council summary reports on meetings and/or conferences attended. This may include but is not limited to Phoenix-Mesa Gateway Airport; MAG; East Valley Partnership; CAAG. The Council will not propose, discuss, deliberate or take legal action on any matter in the summary unless the specific matter is properly noticed for legal action.

Council Member Wheatley reported on meeting with Rep. J.D. Mesnard along with Mayor Barney during her Council briefing on April 18th.

Vice Mayor Brown reported on the weekly League teleconference on pending bills. The three major bills discussed included ADWR funding; HB 2729 – state regulation of firearms and HB2570 – regulatory reform.

Mayor Barney reported on the Phoenix-Mesa Gateway Airport Authority Board meeting held on April 16th. The Board approved new baggage handling system and the investment of bond proceeds regarding the Able Engineering construction project. The Board also accepted a state grant in the amount of \$2.9 million for capital projects.

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Queen Creek Town Council
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Mayor Barney also reported on Maricopa Association of Government (MAG) Regional Council meeting held on March 28th. The Council approved a resolution supporting Arizona ports of entry; a resolution supported Arizona as a Federal Aviation Administration test site for unmanned aircraft and discussed the association's annual budget. The next meeting is April 25th.

DRAFT

Mayor Barney and Town staff met with Congressman Jeff Flake on April 11th to discuss issues of concern to the Town and provided information on budgetary and organization changes within the Town over the past several years. Interest in possible federal grant funding was also discussed.

B. Partner agencies quarterly or periodic updates to Council. This may include but is not limited to Queen Creek Chamber of Commerce; Queen Creek Performing Arts Center; Boys & Girls Club of East Valley; and Maricopa or Pinal County Board of Supervisors or other governmental agencies. The Council will not propose, discuss, deliberate or take legal action on any matter in the summary unless the specific matter is properly noticed for legal action.

Queen Creek Chamber of Commerce – 3rd Quarter report: Chamber Director Marquis Scott reported on the 3rd Quarter Chamber Luncheons, Mixers and Networking Breakfast. Mr. Scott also provided an update on the involvement with East Valley Chamber of Commerce Association and QC Incubator statistics on meetings, information and use of conference rooms. Future event dates were also highlighted including the 3rd Annual Business Awards Dinner to be held September 20, 2012.

Mayor Barney moved Item #11 – Presentation and update from the Town Center Alliance.

Marquis Scott explained how the Town Center Alliance originated from Town Center core businesses meeting weekly to discuss concerns of the area and how to attract the public to the area. The group discussed options on an "area name" and after reviewing responses from a survey, selected "Old Town Queen Creek". Mr. Scott explained how the Alliance will continue working together with the Town Center Committee; producing an advertisement magazine; promoting a walking district, beautification; and promoting small town activities such as car shows, concerts etc., as well as attracting new businesses and encouraging fixing up older buildings. Mr. Scott also highlighted advantages and benefits of the Alliance and Queen Creek Chamber of Commerce.

C. Economic Development Commission – March 25, 2012: Council Member Wheatley reported on HPEC General Manager Tim Lynch's update on activities; Greater Phoenix Economic Council's presentation about the Maricopa County Economic Development Committee; and staff updates on the QC Incubator program. The next meeting is May 23rd.

D. Town Center Committee – April 11, 2012: Council Member Oliphant reported on the the Town Center Alliance presentation to the committee. An overview of the FY11-12 Work Plan was given to the Alliance members in attendance and there was discussion

on two proposed programs: Façade Improvement Program & Banner and Flag Program. An overview of the Banner Health Center was also given. The next meeting is May 9th.

7. Public Comment: Members of the public may address the Town Council on items not on the printed agenda and during Public Hearings. Please complete a "Request to Speak Card", located on the table at the rear of the Council Chambers and turn it in to the Town Clerk prior to the beginning of the meeting. There is a time limit of three minutes for comments.

Julie Quesada, representing Relay for Life Queen Creek and a member of the American Cancer Society Committee, announced the event to be held on April 27, 2012 at Canyon State Academy. She thanked Mayor Barney for participating in the Opening Ceremony and encouraged every to attend the event.

8. Consent Calendar: Matters listed under the Consent Calendar are considered to be routine and will be enacted by one motion and one vote. Public Hearing items are designated with an asterisk (*). Prior to consideration of the Consent Agenda, the Mayor will ask whether any member of the public wishes to remove a Public Hearing item for separate consideration. Members of the Council and or staff may remove any item for separate consideration.

A. Consideration and possible approval of the March 21, 2012 Work Study and Regular Session Minutes.

B. Consideration and possible approval of the April 4, 2012 Regular Session Minutes.

C. Consideration and possible approval of Expenditures over \$25,000.

D. Consideration and possible approval of a Services Contract in the amount not to exceed \$50,000 with Ripple Industries, LLC, for supervisory control and data acquisition (SCADA) system programming and software maintenance services on an as-needed/on-call basis.

E. Consideration and possible approval of the Amended and Restated Intergovernmental Agreement continuing the operation of the TOPAZ Regional Wireless Cooperative (TRWC).

DRAFT

**Motion to approve the Consent Calendar as presented
(Wheatley/Barnes/Unanimous)**

PUBLIC HEARINGS: If you wish to speak to the Council on an item listed as a Public Hearing, please complete a Request to Speak Card and turn it in to the Town Clerk. Speakers will be called upon in the order in which their cards are received. Speakers are limited to three (3) minutes each.

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9. Public Hearing and possible approval of **RZ11-038/SD11-039/ORDINANCE 510-12 “Church Farm”** a request by Greg Davis of IPlan Consulting on behalf of William Lyon Homes to rezone 879 acres from R1-43 to Planned Area Development (PAD) with underlying zoning districts of R/C, PQ/P, C-2, R1-4, R1-5, R1-7 and R1-9 in addition to the approval of a Preliminary Plat and Landscape Plan for a master planned single-family subdivision. The project is located at the southeast corner of Signal Butte and Ocotillo Roads.

Planner Dave Williams stated the applicant had requested a continuance to June 6, 2012.

Motion to continue RZ11-038/SD11-039/ORDINANCE 510-12 “Church Farm” to the June 6, 2012 Council Meeting (Brown/Barnes/Unanimous)

10. Public Hearing and possible approval of **CU12-001/SP12-002 “Pegasus Airpark”** a request by the Pegasus Airpark Flight Association to amend the Conditional Use Permit CU01-97 to allow the operation of very light jets (under 12,500 pounds) in addition to a request for an additional fuel tank to be used for Jet-A aircraft fuel. The property is located approximately ¼ mile east of Ellsworth Road and north of Empire Blvd.

Planning Manager Wayne Balmer gave an overview of the history and location of the Pegasus Airpark subdivision. Mr. Balmer reviewed the current and approved Conditional Use Stipulations that address the quantity of aircraft allowed; type of aircraft allowed; private use and Flight Association use; and noise restriction of 65 DNL (day/night level). He also discussed current prohibitions for commercial use; commercial fuel sales and type of fuel allowed; touch & go operations and use by jets or turbo jets or ultra-lights.

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Mr. Balmer reviewed the applicant's request to amend Stipulation 12 to allow turbine, turbine fan and jet engines, all of which require to be FAA Stage Three compliant which is the most restrictive noise standard. The applicant is also requesting to amend Stipulation 14 to allow a Jet A fuel storage facility.

Mr. Balmer reviewed the Stipulations recommended by the Planning and Zoning Commission staff: a) approval by staff of the location of the Jet A fuel tank; b) emergency service aircraft use for public safety purposes; and c) signing and filing of a Proposition 207 Waiver by property owner; and d) applicants must conduct a noise study every 5 years (*added by Planning and Zoning Commission*).

Jack McCormick, applicant and President of the Pegasus Flight Association, requested approval of the request for very light jets (VLJ) and Jet A fuel storage tank. He provided data on the current and future use of VLJ's. Mr. McCormick reported on the open houses and jet demonstrations that were open to the public.

Mr. McCormick address concerns made about the safety of VLJ's and Jet A fuel. He explained the cost of fuel for sale was structured at Pegasus Airpark to intentionally be

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higher than at other airports or airparks to discourage non-members of the Flight Association or non-residents from dropping in for fuel. Mr. McCormick also explained that FAA regulations on VLJ pilots are much higher than for other small airplane pilots.

The Public Hearing was opened.

Trudy Talavera, 25707 S. 206th St., stated she represented 30 residents living within ½ mile of Pegasus who are opposed to allowing very light jets. She said she didn't receive any notice and requested a continuance. Ms. Talavera also stated that she didn't believe the conditional use permit requirements were met and that the Flight Association has more members than there are residents of Pegasus.

Michael Talbot, Maricopa County island, spoke in opposition and requested the Council deny the request. Mr. Talbot stated that although he lives in the county island he considers Queen Creek his home and supports local businesses. He also stated that property values will decrease because of the jets and aircraft disrupts lives.

Jodi Allred, 20624 E. Happy Rd., stated that the county island area isn't being represented or considered and it appears that all traffic is directly over Happy Road. Ms. Allred said that property values historically go down under flight paths and has concerns about pilots being compliant with regulations.

Carl Allred, 20624 E. Happy Rd., stated he was opposed and concerned with air traffic over his home and the hot dog pilots. Mr. Allred also said he had concerns with the applicant's request regarding future technologies.

Jason Barney, 4915 E. Baseline, Gilbert, stated that he owns property adjacent to Pegasus Airpark and supports the request for very light jets. Mr. Barney said that Pegasus has a vested right as an airport/airpark. He also said he attended a demonstration of the very light jet and didn't feel the noise or distraction was noticeable.

Tom Lang, 6875 W. Hunt Hwy, Pinal County, spoke in opposition and considers the area as equestrian and residential around Pegasus. He said he enjoys the quiet of the area.

DRAFT

Robert Goodrich, 26224 S. 206th St., said he witnessed two fly-bys and is concerned with the safety and noise of very light jets.

Kyle Robinson, 18551 E. Ranch Rd., Queen Creek, submitted a letter in support of the request for very light jets and Jet A fuel storage.

Dennis Brierton, 21399 E. Pegasus Pkwy, spoke in support. He said he has been a resident of Pegasus for six years and doesn't believe a lot of very light jets will be flying out of Pegasus because of the expense of the aircraft. Mr. Brierton said he flies an older aircraft that makes more noise than a very light jet.

Rich Fitschen, Queen Creek, submitted written comments in support.

DRAFT

Richard Yerian, Gilbert, stated that he was an original partner in Pegasus Airpark and has a hangar there. He said that Pegasus has many more restrictions than Stellar Airpark which is open to the public. He also said that very light jets are quieter and safer than piston planes.

John Myers, resident of Pegasus, spoke in support of the request and said he appreciated that touch and goes were not allowed. He said he flies into and out of Pegasus.

Carol Myers, 21894 E. Pegasus, spoke in support of the request and said that all other airparks have residents surrounding them.

Dan Coury, Pegasus resident and Flight Association member, spoke in support said that it appeared the main concern was for pilots to be courteous and aware of residents. He said that while the Flight Association couldn't control others flying over, Association members can be and said that they will do a better job at being good neighbors.

Cheryl Davison, 6810 W. Hunt Hwy, spoke in opposition to the request. Ms. Davison said that she watched Pegasus built and agreed that very light jets may be quieter but she moved to the area to for a quiet environment and to have animals.

The Public Hearing was closed.

Council asked for additional information on what "future technologies" might be. Mr. Balmer said staff did some research and as an example, in 1994 jet technology wasn't as advanced as it is now and electric or hydrogen powered jets could be in the future. Mr. Balmer added that the applicant would not oppose that part of the stipulation removed.

Council also asked for staff to explain how a Conditional Use Permit can be revoked if the conditions aren't continually met. Mr. Balmer provided that information.

Council asked Mr. McCormick how the Flight Association would regulate or enforce the rules on a pilot who was barnstorming or "hot dogging". Mr. McCormick explained that the Association can assess fines of \$500 for violations of the Association but the FAA has enforcement of the flight path area. He said that if the public is able to get the plane identifying #, then the airport can follow up.

Council discussed the comments from the public about the noise and safety concerns. Council encouraged the Flight Association to continue to reach out to the residents and be good neighbors.

DRAFT

Motion to approve CU12-001 and SP12-002 "Pegasus Airpark Very Light Jets" subject to the Conditions of Approval as recommended by the Planning and Zoning Commission (Barnes/Brown/Unanimous)

The meeting was recessed from 8:58pm – 9:10pm.

FINAL ACTION: If you wish to speak to the Council on an item listed under Final Action, please complete a Request to Speak Card and turn it in to the Town Clerk. Speakers will be called upon in the order in which their cards are received. Speakers are limited to three (3) minutes each.

11. Presentation and update from the Town Center Alliance.

See # 6B.

DRAFT

12. Discussion and possible approval of a façade improvement program in the Town Center.

Economic Development Director Doreen Cott introduced the proposed Façade Improvement Program, which is included in the Corporate Strategic Plan KRA 8, Goal 1 as well as in the Town Center Committee FY11-12 Work Plan. Ms. Cott reviewed the objectives of the program, examples of eligible improvements; amount of funding available and program administration including staffing, application review; monitoring/inspection and reimbursement. Ms. Cott said the objectives include improving the older buildings and encourage new businesses to locate to the Town Center. The funding for the program comes from the Town Center Municipal Fund and the .25% sales tax from the two major shopping centers.

Council discussed the importance of focusing on older businesses and buildings and not new construction.

Motion to approve the Façade Improvement Program utilizing Town Center Municipal Funds (Barnes/Oliphant/Unanimous)

13. Discussion and possible approval of a pedestrian street light banner program in the Town Center.

Economic Development Director Cott reviewed the proposal for a one-year pilot pedestrian and street light banner & flag program in the Town Center. Ms. Cott said this program was also included in the Town Center Committee's FY11-12 Work Plan. Ms. Cott reviewed the program requirements; rotation schedules; installation and costs. She noted that costs associated with the banners would be paid for by the business. Under the program, the Town would purchase 19 American flags and brackets for at approximately \$2,500 and Town staff would be responsible for installing the brackets and putting up/taking down the flags on designated days.

Council discussed how banners could also be used to promote Town sponsored events and preventing a monopoly of all streetlights by a single user.

Motion to implement a one-year pilot program of the Banner and Flag Program in the Town Center for the 19 pedestrian street light poles along Ellsworth Road from Rittenhouse Road to Sierra Parkway (Barnes/Oliphant/Unanimous)

DRAFT

ITEMS FOR DISCUSSION: These items are for Council discussion only and no action will be taken. In general, no public comment will be taken.

14. Quarterly Marketing update.

PIO Marnie Schubert provided updates and statistics for on-line marketing of the Town and Horseshoe Park & Equestrian Centre. Ms. Schubert reported that the Town's Facebook pages have been converted to the "Timeline" format; monitoring of tourism sites such as Yelp and TripAdvisor were ongoing and followers on the Town Facebook increased 7% while Horseshoe Park & Equestrian Center Facebook increased 11%. Twitter also had an increase in followers of 12% while the Town's website saw a decline.

Ms. Schubert also reported on the very successful partnership marketing program and feedback from Roots N' Boots; Schnepf Farms and The Olive Mill.

Ms. Schubert said two additional magazines had been added to paid advertising. Ms. Schubert provided information on tourism fulfillment requests.

15. Motion to adjourn to Executive Session: The Council may reconvene the Executive Session for any of the items listed on the Executive Session Agenda.

None.

16. Adjournment

The meeting was adjourned at 9:30pm.

Requesting Department:

Utility Services



TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: JOHN KROSS, TOWN MANAGER

**FROM: PAUL GARDNER, UTILITY SERVICES DIRECTOR
GREG HOMOL, FIELD OPERATIONS SUPERINTENDENT
MIKE JOHNSON, FIELD OPERATIONS SUPERINTENDENT
GREG FLYNN, SR. FINANCIAL SERVICES ANALYST**

RE: CONSIDERATION AND POSSIBLE APPROVAL OF A BUDGET REALLOCATION AND INCREASE TO PURCHASE ORDER #20120077 IN THE AMOUNT \$30,000.00 WITH DANA KEPNER COMPANY, INC. FOR THE PURCHASE, REPAIR, AND TESTING OF SENSUS WATER METERS, FITTINGS, AND ACCESSORIES.

DATE: April 6, 2011

Staff Recommendation:

Consideration and possible approval of a budget reallocation and increase to purchase order #20120077 with Dana Kepner Company, Inc. for the purchase, repair, and testing of Sensus water meters, fittings, and accessories in the amount of \$30,000.

Relevant Council Goal(s):

N/A

Proposed Motion:

Move to approve a budget reallocation and increase to purchase order #20120077 in the amount of \$30,000 with Dana Kepner Company, Inc. for the purchase, repair, and testing of Sensus water meters, fittings, and accessories.

Discussion:

Dana Kepner is a sole source supplier of Sensus meters and metering reading equipment in the Western region of the United States. The equipment the Town procures from Dana Kepner is compatible with existing meter reading infrastructure and is exclusively used in the Town of Queen Creek Water System.

The original procurement was approved by Council on July 20, 2011 in the amount of \$170,000 for meters, meter transceiver units (MXU's), meter fittings, meter testing and meter accessories for residential and commercial water installations.

The Water Division procures meters, meter transceiver units (MXU's), meter fittings, meter testing services and meter accessories for new installations, repair and maintenance of the Town's residential and commercial water service. The Water Division administers a meter testing, repair and replacement program to ensure the proper functioning of the Town's water meters.

Wear on water meters is an expected normal operating condition that can lead to a loss of revenue, inefficient operating conditions, and if left unaddressed an increase in lost and unaccounted water reporting to the Arizona Department of Water Resources (ADWR). The Water Division maintains a testing and repair program to minimize such occurrences and is currently repairing between 20 and 30 meters per month.

For the first nine months of the fiscal year, the Water Division was installing on average about ten new water meters and MXU's per month. Staff expected that average for new installs to hold throughout the fiscal year, but in early March we saw this number spike to 54 new meters, which also includes new MXU's , fittings and accessories for those meters.

In addition to new meter installs, over the past 16 months, the Water Division has been actively performing a phased transition of approximately 1,200 residential lots within the Queen Creek Domestic Water Improvement District from manual meter reading (sending a person to physically read the meter) to new radio-read meter transceiver units (where the meter data is transmitted to a receiving unit); when this transition is complete it will save approximately 384 man-hours per year in staff time reading meters, allowing for field service staff to be deployed to more efficient ends.

It is for those reasons stated above, including an unanticipated increase in the underlying commodity costs for meters, MXU's, parts and accessories that was not included in the current year's budget that the Utility Services Department is seeking additional funds to finish out the fiscal year.

Fiscal Impact:

Currently within the Water Enterprise Fund's Material and Supplies Roll up account, the Meters and Fittings account line does not have a sufficient balance to accommodate an increase to P.O. #20120077; however, there is \$50,151 available within the Water Enterprise Fund's contingency budget line. The contingency budget line was setup expressly for these types of situations. Staff recommends the following reallocation within the Water Enterprise Fund budget to accommodate our request to increase P.O. #20120077:

Reallocate \$30,000
From: Contingency

Account #220-460-2020-00000-495000

To: Meters and Fittings
Account#220-460-2020-00000-406017

Alternatives:

The Town Council could deny or delay our request; however, new meter/ new MXU installs would be stopped, revenue generated from new meters installs would not be realized and could possibly delay occupancy of new residential construction. An immediate hold would be placed on the Town's meter testing program resulting in a possible and indeterminate loss of user fee revenue along with lost and unaccounted for water reporting to the Arizona Department of Water Resources (ADWR).

Attachments:

None



Requesting Department:
CIP – Real Estate

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: JOHN KROSS, AICP
TOWN MANAGER

FROM: DOREEN COTT, ECONOMIC DEVELOPMENT DIRECTOR
PATRICK FLYNN – ASSISTANT TOWN MANAGER/
CHIEF FINANCIAL OFFICER
SANDRA MCGEORGE – MANAGEMENT ASSISTANT II

RE: CONSIDERATION AND POSSIBLE APPROVAL OF RESOLUTION 902-12 OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA, AUTHORIZING THE PURCHASE AGREEMENT WITH VICTORIA TOWNE CENTER MORTGAGE LLC IN THE AMOUNT NOT TO EXCEED \$810,000 (INCLUDING CLOSING AND OTHER ASSOCIATED COSTS) FOR PROPERTY LOCATED AT THE NORTHWEST CORNER OF ELLSWORTH ROAD AND MAYA ROAD

DATE: MAY 2, 2012

Staff Recommendation:

Staff recommends approval of **Resolution 902-12**, authorizing the purchase agreement with Victoria Towne Center in the amount not to exceed \$810,000 (including closing and other associated costs) for property located at the northwest corner of Ellsworth Road and Maya Road, more particularly described in Exhibits A & B attached hereto, and authorizing and directing the Mayor, Town Manager, Town Clerk and Town Attorney to do all acts, execute all documents and pay all fees necessary for the acquisition of said real property.

Relevant Council Goal(s):

Key Result Area # 8 – Land Use/Economic Development
Goal #1 – Focus business attraction efforts in the Town Center

Proposed Motion:

Move to approve **Resolution 902-12** of the Mayor and Common Council of the Town of Queen Creek, Arizona, authorizing the purchase agreement with Victoria Towne Center Mortgage, LLC in the amount not to exceed \$810,000 (including closing and other associated costs) for property located at the northwest corner of Ellsworth Road and Maya Road, more particularly described in Exhibits A & B attached hereto, and

authorizing and directing the Mayor, Town Manager, Town Clerk, and Town Attorney to do all acts, execute all documents and pay all fees necessary for the acquisition of said real property.

Discussion:

This resolution approves a purchase agreement for property acquisition from Victoria Towne Center, LLC, the property being located at the northwest corner of Ellsworth Road and Maya Road. The acquisition consists of two Assessor's parcels, 304-66-842 F and G, for a combined total of 3.63 acres. The acquisition parcel is adjacent to the 16-acre parcel the Town previously acquired by a Superintendent of Streets deed in July 2011. Combining the new acquisition with the existing Town-owned property would give the Town a marketable 19+ acre parcel in the Town Center. The additional 3.63 acres would improve the usable shape and size of the Town's property, allowing for more siting options for placement of future buildings and parking. The addition would also give the Town property more frontage on Maya Road and new frontage on Ellsworth Road, which will provide greater visibility and access for future development.

A purchase price and all terms have been agreed upon for the site. If the Town Council approves the Resolution, a closing date will be set.

Fiscal Impact:

The acquisition price for the fee simple property (3.63 acres) is \$800,000. The Town and the Seller will split some closing costs, with the total, including the purchase price and closing and other associated costs not to exceed \$810,000. The Town will put \$50,000 into an interest-bearing escrow account as an earnest money deposit as soon as the purchase agreement is approved by the Town Council.

The Town currently invests available fund balances and reserves in various investment instruments (federal securities, etc.). We currently have \$25+million invested in these instruments. Our plan is to restrict the fund balance (a land asset is not immediately liquid) and use \$810,000 of these investment dollars to acquire this land in the Town Center.

Alternatives:

The Town Council could decide not to purchase this property.

Attachments:

1. Resolution No. 902-12
2. Exhibit A - Legal Description of right-of-way purchase
3. Exhibit B – Depiction of right-of-way purchase
4. Purchase Agreement

EXHIBIT A - LEGAL DESCRIPTION OF THE PROPERTY TO BE ACQUIRED

Exhibit A

Title No.: FTA12003472

FIDELITY NATIONAL TITLE INSURANCE COMPANY

LEGAL DESCRIPTION

EXHIBIT "ONE"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA AND IS DESCRIBED AS FOLLOWS:

A portion of the Southeast quarter of Section Sixteen (16), Township Two (2) South, Range Seven (7) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at a found Maricopa County Department of Transportation brass cap in handhole at the East quarter corner of said Section 16, from which a found Maricopa County Highway Department brass cap in handhole at the Southeast corner of said Section 16, bears South 00 degrees 50 minutes 19 seconds East (assumed bearing) for a distance of 2645.58 feet, said East quarter corner also being Point of Beginning;

THENCE, along the East line of said Southeast quarter, South 00 degrees 50 minutes 19 seconds East, for a distance of 699.97 feet;

THENCE, leaving said East line, South 89 degrees 09 minutes 41 seconds West, for a distance of 158.46 feet, to a point of tangent curvature concave to the North and having a radius of 950.00 feet;

THENCE Westerly along the arc of said curve, through a central angle of 26 degrees 20 minutes 30 seconds, for a distance of 436.76 feet, to a point of intersection with a non-tangent line;

THENCE North 40 degrees 07 minutes 36 seconds East, for a distance of 424.98 feet, to a point of tangent curvature concave to the Northwest and having a radius of 1,190.00 feet;

THENCE Northeasterly along the arc of said curve, through a central angle of 16 degrees 14 minutes 06 seconds, for a distance of 337.19 feet, to the North line of said Southeast quarter, and a point of intersection with a non-tangent line;

THENCE along said North line, South 89 degrees 55 minutes 05 seconds East, for a distance of 119.11 feet to the Point of Beginning;

EXCEPT that portion of said Southeast quarter of Section 16 described as follows:

That property described at Records No. 2002-0562479, more particularly described as follows:

BEGINNING at a point 62 feet South of the Northeast corner of the Southeast quarter of Section 16;

THENCE West 303 feet;

THENCE South 75 feet;

THENCE East 303 feet;

THENCE North 75 feet to the Point of Beginning.

Exhibit B



Potential Property Purchase

 Town Owned Property



RESOLUTION 902 - 12

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA, AUTHORIZING THE PURCHASE AGREEMENT WITH VICTORIA TOWNE CENTER MORTGAGE LLC IN THE AMOUNT NOT TO EXCEED \$810,000 FOR PROPERTY LOCATED AT THE NORTHWEST CORNER OF ELLSWORTH ROAD AND MAYA ROAD

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the Town of Queen Creek, Arizona, as follows:

- Section 1.** That the Mayor and Council have authorized the acquisition of certain real property located within the Town of Queen Creek known as the Victoria Town Center property and more particularly described on Exhibit A attached hereto and incorporated herein by reference.
- Section 2.** That the Mayor and Council have authorized the purchase of said property at the negotiated price not to exceed \$810,000 (including \$800,000 for fee title property plus closing and other associated costs); and that the said property shows a net area of approximately 3.63 acres to be acquired as fee title.
- Section 3.** That the Mayor, Town Manager, Town Clerk and Town Attorney are hereby authorized and directed to do all acts, sign all documents and pay all sums necessary for the acquisition of said real property including but not limited to the execution of an Escrow Agreement and/or Purchase Agreement.

PASSED AND ADOPTED BY the Mayor and Common Council of the Town of Queen Creek, Arizona, this 2nd day of May, 2012.

FOR THE TOWN OF QUEEN CREEK:

ATTESTED TO:

Gail Barney, Mayor

Jennifer Robinson, Town Clerk

REVIEWED BY:

APPROVED AS TO FORM:

John Kross, Town Manager

Fredda J. Bisman, Town Attorney

Ex A

Title No.: FTA12003472

FIDELITY NATIONAL TITLE INSURANCE COMPANY
LEGAL DESCRIPTION
EXHIBIT "ONE"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF AND IS DESCRIBED AS FOLLOWS:

A portion of the Southeast quarter of Section Sixteen (16), Township Two (2) South, Range Seven (7) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at a found Maricopa County Department of Transportation brass cap in handhole at the East quarter corner of said Section 16, from which a found Maricopa County Highway Department brass cap in handhole at the Southeast corner of said Section 16, bears South 00 degrees 50 minutes 19 seconds East (assumed bearing) for a distance of 2645.58 feet, said East quarter corner also being Point of Beginning;

THENCE, along the East line of said Southeast quarter, South 00 degrees 50 minutes 19 seconds East, for a distance of 699.97 feet;

THENCE, leaving said East line, South 89 degrees 09 minutes 41 seconds West, for a distance of 158.46 feet, to a point of tangent curvature concave to the North and having a radius of 950.00 feet;

THENCE Westerly along the arc of said curve, through a central angle of 26 degrees 20 minutes 30 seconds, for a distance of 436.76 feet, to a point of intersection with a non-tangent line;

THENCE North 40 degrees 07 minutes 36 seconds East, for a distance of 424.98 feet, to a point of tangent curvature concave to the Northwest and having a radius of 1,190.00 feet;

THENCE Northeasterly along the arc of said curve, through a central angle of 16 degrees 14 minutes 06 seconds, for a distance of 337.19 feet, to the North line of said Southeast quarter, and a point of intersection with a non-tangent line;

THENCE along said North line, South 89 degrees 55 minutes 05 seconds East, for a distance of 119.11 feet to the Point of Beginning;

EXCEPT that portion of said Southeast quarter of Section 16 described as follows:

That property described at Recorders No. 2002-0562479, more particularly described as follows:

BEGINNING at a point 62 feet South of the Northeast corner of the Southeast quarter of Section 16;

THENCE West 303 feet;

THENCE South 75 feet;

THENCE East 303 feet;

THENCE North 75 feet to the Point of Beginning.

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PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS

DATED: Dated to be effective as of _____, 2012 (the "Effective Date").

PARTIES: This Purchase Agreement and Escrow Instructions (this "Agreement") is made and entered into by and among VICTORIA TOWNE CENTER FIRST MORTGAGE, LLC, an Arizona limited liability company, as Seller ("Seller"), and the TOWN OF QUEEN CREEK, an Arizona municipal corporation, as Buyer ("Buyer").

RECITALS

A. The real property which is the subject of this Agreement (the "Property") is that certain improved property located, generally northwest of the intersection of Ellsworth Road and Maya Road in Queen Creek, Maricopa County, Arizona. The Property consists of two parcels totaling approximately 3.638 acres and is generally described on Exhibit "A" attached hereto. The Property is depicted on Exhibit "B" attached hereto.

B. Buyer desires to purchase the Property from Seller and Seller is willing to sell the Property to Buyer, all as more particularly set forth in this Agreement.

AGREEMENTS

NOW THEREFORE, in consideration of the promises set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Seller and Buyer (collectively, the "Parties;" each, a "Party"), hereby agree as follows:

1. INCORPORATION OF RECITALS of the foregoing Recitals are hereby incorporated as agreements of the Parties.

2. BINDING AGREEMENT. This Agreement constitutes a binding agreement between the Parties for the sale and purchase of the Property subject to the terms set forth in this Agreement (the "Purchase Transaction"). Subject to the limitations set forth in this Agreement regarding assignment, this Agreement shall bind and inure to the benefit of the Parties and their respective successors and assigns. This Agreement supersedes all other written or verbal agreements between the Parties concerning the Property. No claim of waiver or modification concerning the provision of this Agreement shall be made against a Party unless based upon a written instrument signed by both Parties.

3. INCLUSIONS IN PROPERTY.

3.1 The Property. The term "Property" shall also include the following:

3.1.1 all tenements, hereditaments and appurtenances, if any, pertaining to the real property;

3.1.2 all mineral, water and irrigation rights, if any, of Seller running with or otherwise pertaining to the real property; and

3.1.3 all interest, if any, of Seller in any road adjoining the real property, to the center line thereof.

3.2 The Deed. All components of the Property shall be deemed transferred and conveyed by execution and delivery of Seller's special warranty deed, a specimen of which is attached hereto as Exhibit "C" (the "Deed").

4. PURCHASE PRICE. The price to be paid by Buyer to Seller for the Property (the "Purchase Price") is \$800,000.00, payable as follows:

4.1 \$50,000.00 earnest money (the "Deposit"), in immediately available funds, to be deposited at the Opening of Escrow (as defined below) into the escrow account (the "Escrow") maintained in connection with the Purchase Transaction by Fidelity National Title Insurance Company, Attn: Christine Hughes ("Escrow Agent"); and

4.2 \$750,000.00, in immediately available funds, to be delivered by Buyer to Escrow Agent on or before COE (as defined below).

5. DISPOSITION OF DEPOSIT. The Parties hereby instruct Escrow Agent to put the Deposit in Escrow Agent's general trust account maintained in a federally insured, daily interest bearing account in a recognized commercial bank doing business in Phoenix, Arizona. The Deposit and all interest earned thereon (the "Interest") shall be applied as follows:

5.1 if Buyer cancels this Agreement as Buyer is entitled under this Agreement, Escrow Agent shall immediately deliver the Deposit to Buyer and the Parties shall have no further liabilities or obligations under this Agreement, except for those liabilities or obligations that survive termination of this Agreement;

5.2 if Buyer fails to perform any covenant, agreement or obligation on its part required within the time limits and in the manner provided in this Agreement for any reason other than a Seller's Event of Default (as defined below) prior to or at COE, then except as otherwise provided in this Agreement, the Deposit and all Interest shall be paid immediately by Escrow Agent to Seller as Seller's agreed and total liquidated damages, it being acknowledged and agreed that it would be difficult or impossible to determine Seller's exact damages; and

5.3 if Escrow closes, the Deposit and all Interest shall be credited to Buyer and automatically applied against the Price at COE.

6. PRELIMINARY TITLE REPORT; TITLE CURE; SURVEY.

6.1 Title Report.

6.1.1 Buyer shall cause, or has caused, Escrow Agent to issue and deliver to the Parties a preliminary title report (i.e., commitment for title insurance) concerning the Property, together with legible copies of all instruments referred to therein (collectively, the "Report"). The Report is to be preliminary to the ALTA standard or extended, as applicable, owner's policy of title insurance to be issued to Buyer by Escrow Agent insuring Buyer's fee simple title to the Property in the amount of the Purchase Price (the "Owner's Policy").

6.1.2 Buyer shall have until 5:00 p.m. MST on the 10th day after the Opening of Escrow (the "Title Inspection Period") in which to advise Seller and Escrow Agent, in writing, of any objectionable matter or defect that affects the marketability or insurability of the title to the Property (a "Title Notice"). Any Title Notice delivered by Buyer shall specify in reasonable detail any matter to which Buyer objects (the "Buyer's Title Objections"). If Escrow Agent subsequently issues any amendment to the Title Commitment (an "Amendment"), then Buyer shall be entitled to review such Amendment and notify Seller of any objectionable matter or defect by delivering a Title Notice within five (5) days after Buyer's receipt of such Amendment, and the Title Inspection Period shall be so extended. If Buyer fails to deliver a Title Notice, Buyer shall be deemed to have approved of the matters in the applicable Report or Amendment without waiving the right to object to any matter first disclosed in any subsequent Amendment. In no event shall the delivery of any such Amendment extend the date of Closing.

6.2 The Title Cure. If Buyer timely delivers any Title Notice, then Seller shall notify Buyer (the "Title Response") before 5:00 p.m. on the 5th day following the date of Seller's receipt of the Title Notice that Seller is either: (a) unwilling or unable to have the Buyer's Title Objections removed or cured, as applicable; or (b) willing to cause the Buyer's Title Objections to be removed or cured, as applicable, in which case the removal or cure of the Buyer's Title Objections shall be a condition to Buyer's obligations to perform under this Agreement and close the Escrow. If Buyer timely delivers any Title Notice, Buyer may terminate this Agreement by providing notice thereof to Seller if Seller: (a) fails timely to deliver the Title Response; (b) notifies Buyer that it is unwilling or unable to have any Buyer's Title Objection removed or cured, as applicable; or (c) fails prior to COE to remove or cure any Buyer's Title Objection as set forth in any Title Response. In the event of such termination by Buyer, Escrow Agent shall immediately deliver the Deposit to Buyer and the Parties shall have no further liabilities or obligations under this Agreement, except for those liabilities or obligations that survive termination of this Agreement.

6.3 Survey.

6.3.1 Buyer, at Buyer's cost and at any time during the Study Period (as defined below), may, but shall not be obligated to, obtain a certified ALTA (or other standard) survey of

the Property or any portion thereof (the "Survey") to be completed by a surveyor licensed in the State of Arizona. If Buyer obtains and deposits a Survey with Escrow Agent and Seller, the legal description in the Survey shall control over the description in the applicable Exhibit to the extent they may be inconsistent. Buyer's obtaining a Survey shall not be a condition to COE. Buyer shall have until 5:00 p.m. MST on the 10th day after receipt of the Survey (the "Survey Review Period"), if any, in which to approve in writing of the Survey, or to object, by written notice to Seller and Escrow Agent, to any matters shown in the Survey (the "Buyer's Survey Objections" and the "Survey Notice"). If Buyer obtains the Survey but fails to deliver the Survey Notice within the Survey Review Period, Buyer shall be deemed to have approved the condition of the Property as reflected in the Survey.

6.3.2 If Buyer timely delivers the Survey Notice, then Seller shall notify Buyer (the "Survey Response") before 5:00 p.m. on the 5th day following the date of Seller's receipt of the Survey Notice that Seller is either: (a) unwilling or unable to have the Buyer's Survey Objections removed or cured, as applicable; or (b) willing to cause the Buyer's Survey Objections to be removed or cured, as applicable, in which case the removal or cure of the Buyer's Survey Objections shall be a condition to Buyer's obligations to perform under this Agreement and close the Escrow. If Buyer timely delivers any Survey Notice, Buyer may terminate this Agreement by providing notice thereof to Seller if Seller: (a) fails timely to deliver the Survey Response; (b) notifies Buyer that it is unwilling or unable to have any Buyer's Survey Objection removed or cured, as applicable; or (c) fails prior to COE to remove or cure any Buyer's Survey Objection as set forth in any Survey Response. In the event of such termination by Buyer, Escrow Agent shall immediately deliver the Deposit to Buyer and the Parties shall have no further liabilities or obligations under this Agreement, except for those liabilities or obligations that survive termination of this Agreement.

7. THE STUDY PERIOD.

7.1 The Study Period and the Phase I Report. Buyer shall have from the Effective Date until 5:00 p.m. MST on the 30th day after the Opening of Escrow (the "Study Period"), within which to conduct, at Buyer's sole cost, any investigations, studies or tests deemed necessary by Buyer, in Buyer's sole discretion, to determine the feasibility of acquiring the Property (the "Studies"). The Studies may include, but are not limited to, Buyer's obtaining, reviewing and approving what is known as a "Phase I" Environmental Report on the Property. Buyer and Buyer's duly-appointed agents and contractors shall have the right during the Study Period to enter upon the Property at reasonable times to perform the Studies.

7.2 Buyer's Indemnity. In consideration of Buyer's right to enter the Property to conduct the Studies, Buyer shall and does hereby agree to indemnify, defend and hold Seller harmless against any loss, damage or claim for personal injury or property damage arising solely from the acts or omissions upon the Property by Buyer or any agents, contractors or employees of Buyer in regard to the conduct of the Studies (the "Buyer's Indemnity Obligation"). The Buyer's Indemnity Obligation shall survive any termination of this Agreement or COE, for a period of 12 months after which Buyer's obligations shall automatically terminate unless prior to

the end of such 12 month period, Seller shall have commenced an action against Buyer to enforce Buyer's Indemnity Obligations.

7.3 The Approval Notice and Cancellation Notice. If the results of the Studies are acceptable to Buyer, Buyer may notify Seller thereof any time before the end of the Study Period (the "Study Approval Notice"). If the results of any of the Studies are not acceptable to Buyer, for any reason, and Buyer so notifies Seller and Escrow Agent, in writing, on or before the end of the Study Period (the "Cancellation Notice"), this Agreement shall be canceled, Escrow Agent shall immediately deliver the Deposit to Buyer and the Parties shall have no further liabilities or obligations under this Agreement, except for those liabilities or obligations that survive termination of this Agreement. If Buyer fails timely to deliver either the Study Approval Notice or the Cancellation Notice, Buyer shall be deemed to have elected to terminate this Agreement. In the event of such termination by Buyer, Escrow Agent shall immediately deliver the Deposit to Buyer and the Parties shall have no further liabilities or obligations under this Agreement, except for those liabilities or obligations that survive termination of this Agreement.

8. IRS SECTION 1445. Seller shall furnish to Buyer in escrow by COE a sworn affidavit, in the form of Exhibit "D" attached hereto (the "Non-Foreign Affidavit") stating under penalty of perjury that Seller is not a "foreign person" as such term is defined in Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). If Seller does not timely furnish the Non-Foreign Affidavit, Buyer may withhold (or direct Escrow Agent to withhold) from the Purchase Price an amount equal to the amount required to be so withheld pursuant to Section 1445(a) of the Code, and such withheld funds shall be deposited with the Internal Revenue Service as required by Section 1445(a) and the regulations promulgated thereunder. The amount withheld, if any, shall nevertheless be deemed to be part of the Purchase Price paid to Seller.

9. DELIVERY OF POSSESSION. Seller shall deliver possession of the Property to Buyer at COE.

10. BUYER'S CONDITIONS PRECEDENT. In addition to all other conditions precedent set forth in this Agreement, Buyer's obligations to perform under this Agreement and to close escrow are expressly subject to the following:

10.1 the delivery by Seller to Escrow Agent, for delivery to Buyer at COE, of the executed Deed;

10.2 the issuance of the Owner's Policy (or a written commitment therefor) by Escrow Agent subject only to those matters approved or deemed approved by Buyer pursuant to this Agreement; and

10.3 if the foregoing conditions have not been satisfied by the specified date or COE, as the case may be, then, Buyer shall have the right, at Buyer's sole option, by written notice to Seller and Escrow Agent, to cancel this Agreement, whereupon, except as otherwise provided in this Agreement, none of the Parties shall have any further liability or obligation under this Agreement.

11. SELLER'S WARRANTIES. Seller hereby represents and warrants to Buyer as of the Effective Date and again as of COE that:

11.1 Seller has full power and authority to execute, deliver and perform under this Agreement as well as the documents, specimens of which are attached hereto as Exhibits;

11.2 there are no actions or proceedings pending or, to Seller's knowledge, threatened against Seller which may in any manner whatsoever affect the validity or enforceability of this Agreement or any of the documents, specimens of which are attached hereto as Exhibits;

11.3 to Seller's knowledge, the execution, delivery and performance by Seller of this Agreement and the other documents, specimens of which are attached hereto as Exhibits, have not and will not constitute a breach or default under any other agreement, law or court order under which Seller is a party or may be bound;

11.4 should Seller receive notice or knowledge of any information regarding any of the matters set forth in this Paragraph after the Effective Date and prior to COE, Seller will immediately notify Buyer of the same in writing;

11.5 To Seller's knowledge, the Property is free of any hazardous chemicals, buried toxic waste, underground storage tanks, or any environmental hazards in, on, or under the land. Seller has not received notice from a government agency or other entity regarding any violations of environmental law, rules, regulations, or ordinances.

11.6 To Seller's knowledge, no previous owner or user of the Property stored any hazardous chemicals, buried any toxic wastes, installed or maintained any underground storage tanks, created any environmental hazards in, on, or under the Property, nor received notice from a government agency or other entity regarding any violations of environmental law, rules, regulations, or ordinances; and

11.7 all representations made in this Agreement by Seller shall survive the execution and delivery of this Agreement and COE (but not the cancellation of this Agreement) for a period of 12 months whereupon they shall automatically terminate unless Buyer shall have brought suit for breach thereof within such 12-month period.

12. BUYER'S WARRANTIES. Buyer hereby represents and warrants to Seller as of the Effective Date and again as of COE that:

12.1 Buyer has full power and authority to execute, deliver and perform under this Agreement as well as the documents, specimens of which are attached hereto as Exhibits;

12.2 there are no actions or proceedings pending or, to Buyer's knowledge, threatened against Buyer which may in any manner whatsoever affect the validity or enforceability of this Agreement or any of the documents, specimens of which are attached hereto as Exhibits;

12.3 to Buyer's knowledge, the execution, delivery and performance of this Agreement and the other documents, specimens of which are attached hereto as Exhibits, have not and will not constitute a breach or default under any other agreement, law or court order under which Buyer is a party or may be bound;

12.4 should Buyer receive notice or knowledge of any information regarding any of the matters set forth in this Paragraph after the Effective Date and prior to COE Buyer will immediately notify Seller of the same in writing; and

12.5 all representations made in this Agreement by Buyer shall survive the execution and delivery of this Agreement and COE (but not the cancellation of this Agreement) for a period of 12 months whereupon they shall automatically terminate unless Seller shall have brought suit for breach thereof within such 12 month period.

13. BROKER'S COMMISSION. Concerning any brokerage commission, the Parties warrant to one another that they have not dealt with any finder, broker or realtor in connection with the Purchase Transaction.

14. OPENING OF ESCROW. The term "Opening of Escrow" shall mean the date of delivery to Escrow Agent of: (i) triplicate fully executed originals of this Agreement by the Parties; and (ii) the Deposit by Buyer.

15. CLOSE OF ESCROW. COE shall take place before 5:00 p.m. MST on date that is 45 days after the Opening of Escrow, provided that COE shall automatically be extended as necessary for the full running of the Title Review Period or Study Period or in accordance with Paragraph 19.1. The COE shall take place at the Escrow Agent's office.

16. ASSIGNMENT Seller may assign this Agreement and any of its rights under this Agreement prior to COE to any person, partnership, corporation or other entity without the prior written consent of Buyer provided, however, that the assignee's assumption of the Seller's duties and obligations under this Agreement shall be set forth in writing. Buyer shall not be entitled to assign any of its rights or obligations under this Agreement.

17. RISK OF LOSS. Seller shall bear all risk of loss, damage or taking of the Property which may occur prior to COE. In the event of any loss, damage or taking prior to COE, Buyer may, at Buyer's sole option, by written notice to Seller and Escrow Agent, cancel this Agreement whereupon, except as otherwise provided in this Agreement, Escrow Agent shall deliver the Deposit to Buyer and none of the Parties shall have any further liability or obligation hereunder. If Buyer waives any such loss or damage to the Property and closes escrow, Seller shall at COE and as a condition precedent thereto, pay Buyer or credit Buyer against the Price the amount of any insurance or condemnation proceeds, or assign to Buyer, as of COE and in a form acceptable to Buyer, all rights or claims for relief to the same.

18. EVENTS OF DEFAULT.

18.1 Seller's Event of Default. Seller shall be in default under this Agreement (a "Seller's Event of Default") if any of the following events shall occur:

18.1.1 Seller fails to convey title to the Property at the Closing;

18.1.2 Seller fails fully and timely to perform any of Seller's obligations arising under this Agreement, other than that described in Paragraph 18.1.1, and has not cured such failure before 5:00 p.m. MST on the 10th day after Seller's receipt of written notice from Buyer specifying Seller's non-compliance; or

18.1.3 if any representation or warranty made by Seller in this Agreement shall be false or misleading in any material respect.

18.2 Buyer's Event of Default. Buyer shall be in default under this Agreement (a "Buyer's Event of Default") if any of the following events shall occur:

18.2.1 so long as this Agreement has not earlier been terminated, Buyer, for any reason other than a default by Seller, fails to close escrow on the date scheduled for COE as provided in this Agreement;

18.2.2 other than Buyer's obligations as provided in Subparagraph 18.2.1, Buyer fails to pay any monies due in accordance with this Agreement by 5:00 p.m. MST on the 2nd day after the stated due date;

18.2.3 Buyer fails fully and timely to perform any of Buyer's obligations arising under this Agreement (other than Buyer's obligations as provided in Subparagraphs 18.2.1 and 18.2.2) and has not cured such failure before 5:00 p.m. MST on the 10th day after Buyer's receipt of written notice from Seller specifying Buyer's non-compliance; or

18.2.4 if any representation or warranty made by Buyer in this Agreement is false or misleading in any material respect.

19. REMEDIES.

19.1 Seller's Breach. If a Seller's Event of Default shall exist, Buyer, at Buyer's sole option, may either: (i) by written notice to Seller, and Escrow Agent, cancel this Agreement whereupon, except as otherwise provided in this Agreement, Escrow Agent shall return the Deposit to Buyer and neither of the Parties shall have any further liability or obligation hereunder; or (ii) seek specific performance against Seller in which event COE shall be automatically extended as necessary.

19.2 Buyer's Breach. If Buyer breaches this Agreement, Seller, as Seller's sole remedy, shall be entitled to retain the Deposit in accordance with Paragraph 5.2 as Seller's agreed

and total liquidated damages provided. Except as otherwise provided in this Agreement, Seller hereby waives any right to seek any equitable or legal remedies against Buyer.

20. ATTORNEYS' FEES. If there is any litigation to enforce any provisions or rights arising herein in accordance with this Agreement, the unsuccessful party in such litigation, as determined by the Court (as defined below), agrees to pay the successful party, as determined by the Court, all costs and expenses, including, but not limited to, reasonable attorneys' fees incurred by the successful party, such fees to be determined by the Court.

21. NOTICES.

21.1 Addresses. Except as otherwise required by law, any notice required or permitted hereunder shall be in writing and shall be given by personal delivery, or by deposit in the United States mail, certified or registered, return receipt requested, postage prepaid, addressed to the Parties at the addresses set forth below, or at such other address as a Party may designate in writing pursuant hereto, or facsimile, or any express or overnight delivery service, delivery charges prepaid:

Seller: Victoria Towne Center First Mortgage, LLC
Attn: Ron Heath
25919 N. 92nd Avenue
Peoria, Arizona 85383
Telephone: (623) 566-0640
Fax: (623) 566-0640

Buyer: Town of Queen Creek
22350 Ellsworth Road
Queen Creek, Arizona 85242-9311
Telephone: (480) 358-3000
Facsimile: (480) 358-3189

With a copy to: Mariscal, Weeks, McIntyre & Friedlander, P.A.
Attn.: Fredda J. Bisman
2901 North Central Avenue, Suite 200
Phoenix, Arizona 85012-2705
Telephone: (602) 285-5000
Fax: (602) 285-5100

To Escrow Agent: Fidelity National Title Insurance Company
60 E. Rio Salado Parkway, Ste. 102
Tempe, AZ 85281
Attn: Christine Hughes
Fax: (480) 214-4548
Phone: (480) 214-1752

21.2 Effective Date of Notices. Notice shall be deemed to have been given on the date on which notice is delivered, if notice is given by personal delivery, telex, telegrams or telecopies, and on the date of deposit in the mail, if mailed or deposited with the overnight carrier, if used. Notice shall be deemed to have been received on the date on which the notice is received, if notice is given by personal delivery, and on the 2nd day following deposit in the mail, if notice is mailed. If escrow has opened, a copy of any notice given to a party shall also be given to Escrow Agent by regular mail or by any other method provided for herein.

22. CLOSING COSTS AND PRORATIONS. Except as may otherwise be provided in this Agreement, the Parties agree to split evenly all closing costs, including the costs for standard coverage for the Owner's Policy, arising under this Agreement. All prorations shall be calculated through escrow as of COE based upon the latest available information. Any other closing costs not specifically designated as the responsibility of either Party in this Agreement shall be paid by Buyer. Seller agrees that all closing costs, if any, payable by Seller shall be deducted from Seller's proceeds otherwise payable to Seller at COE. Buyer shall deposit with Escrow Agent sufficient cash to pay all of Buyer's closing costs. Except as provided in this Paragraph, Seller and Buyer shall each bear their own costs in regard to the Purchase Transaction.

23. ESCROW CANCELLATION CHARGES. If escrow fails to close because of Seller's default, Seller shall be solely liable for any cancellation charges of Escrow Agent. If escrow fails to close because of Buyer's default, Buyer shall be solely liable for any cancellation charges of Escrow Agent. If escrow fails to close for any other reason, Seller and Buyer shall each be liable for one-half of any cancellation charges of Escrow Agent.

24. APPROVALS. Concerning all matters in this Agreement requiring the consent or approval of any Party or as a condition precedent to action by any of the Parties, the Parties agree that any such consent to each approval shall not be unreasonably withheld or delayed unless otherwise provided herein.

25. ADDITIONAL ACTS. The Parties agree to execute promptly such other documents and to perform such other acts as may be reasonably necessary to carry out the purpose and intent of this Agreement.

26. GOVERNING LAW/JURISDICTION/VENUE. This Agreement shall be governed by and construed or enforced in accordance with the laws of the State of Arizona. In regard to any litigation which may arise in regard to this Agreement, the Parties shall and do hereby submit to the jurisdiction of and the Parties hereby agree that the proper venue shall be solely in the Superior Court of Maricopa County, Arizona (the "Court").

27. CONSTRUCTION. The terms and provisions of this Agreement represent the results of negotiations among the Parties, each of which has been represented by counsel of its own choosing, and neither of which has acted under any duress or compulsion, whether legal, economic or otherwise. Consequently, the terms and provisions of this Agreement shall be interpreted and construed in accordance with their usual and customary meanings.

28. TIME OF ESSENCE. Time is of the essence of this Agreement. However, if this Agreement requires any act to be done or action to be taken on a date which is a Saturday, Sunday or legal holiday, such act or action shall be deemed to have been validly done or taken if done or taken on the next succeeding day which is not a Saturday, Sunday or legal holiday.

29. INTERPRETATION. If there is any specific and direct conflict between, or any ambiguity resulting from, the terms and provisions of this Agreement and the terms and provisions of any document, instrument or other agreement executed in connection herewith or in furtherance hereof, including any Exhibits hereto, the same shall be consistently interpreted in such manner as to give effect to the general purposes and intention as expressed in this Agreement which shall be deemed to prevail and control.

30. HEADINGS AND COUNTERPARTS. The headings of this Agreement are for reference only and shall not limit or define the meaning of any provision of this Agreement. 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.

31. INCORPORATION BY REFERENCE. All Exhibits to this Agreement are fully incorporated herein as though set forth at length herein.

32. SEVERABILITY. If any provision of this Agreement is unenforceable, the remaining provisions shall nevertheless be kept in effect.

33. SPECIAL PROVISION REGARDING CANCELLATION. Any provision of this Agreement to the contrary notwithstanding: (i) this Agreement maybe cancelled, without cause, by either Party upon at least 30 days prior written notice; and (ii) the Parties acknowledge this Agreement is subject to cancellation by Buyer in accordance with A.R.S. §38-511. In the event of such cancellation, Escrow Agent shall immediately deliver the Deposit to Buyer.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

SELLER:

VICTORIA TOWNE CENTER FIRST
MORTGAGE, LLC, an Arizona limited liability company

By: TKR INVESTMENTS I, LLC, an Arizona limited
liability company

By: _____
Name: Ronald D. Heath
Its: Member

By: _____
Name: Kiyoko Y. Heath
Its: Member

BUYER:

TOWN OF QUEEN CREEK, an Arizona municipal
corporation

By: _____
Name:
Its:

APPROVED AS TO FORM BY:
Mariscal, Weeks, McIntyre & Friedlander, P. A.,
an Arizona professional association

By: _____
Fredda J. Bisman, for the Firm
Town Attorney

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

SELLER:

VICTORIA TOWNE CENTER FIRST MORTGAGE, LLC,
an Arizona limited liability company

By: TKR INVESTMENTS I, LLC, an Arizona limited liability company

By: Ronald D. Heath
Name: Ronald D. Heath
Its: Member

By: Kiyoko Y. Heath
Name: Kiyoko Y. Heath
Its: Member

BUYER:

TOWN OF QUEEN CREEK, an Arizona municipal corporation

By: _____
Name:
Its:

APPROVED AS TO FORM BY:
Mariscal, Weeks, McIntyre & Friedlander, P. A.,
an Arizona professional association

By: _____
Fredda J. Bisman, for the Firm
Town Attorney

ESCROW AGENT'S ACCEPTANCE

The foregoing fully executed Agreement and the Deposit are acknowledged and accepted by the undersigned this _____ day of _____ 2012, which for the purposes of this Agreement shall be deemed to be the date of Opening of Escrow.

FIDELITY TITLE NATIONAL
INSURANCE COMPANY

By: _____

Name:

Its: ESCROW OFFICER

LEGAL DESCRIPTION OF THE PROPERTY

[TO BE INSERTED]

**EXHIBIT A TO
PURCHASE AGREEMENT**

FIDELITY NATIONAL TITLE INSURANCE COMPANY
LEGAL DESCRIPTION
EXHIBIT "ONE"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA AND IS DESCRIBED AS FOLLOWS:

A portion of the Southeast quarter of Section Sixteen (16), Township Two (2) South, Range Seven (7) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at a found Maricopa County Department of Transportation brass cap in handhole at the East quarter corner of said Section 16, from which a found Maricopa County Highway Department brass cap in handhole at the Southeast corner of said Section 16, bears South 00 degrees 50 minutes 19 seconds East (assumed bearing) for a distance of 2645.58 feet, said East quarter corner also being Point of Beginning;

THENCE, along the East line of said Southeast quarter, South 00 degrees 50 minutes 19 seconds East, for a distance of 699.97 feet;

THENCE, leaving said East line, South 89 degrees 09 minutes 41 seconds West, for a distance of 158.46 feet, to a point of tangent curvature concave to the North and having a radius of 950.00 feet;

THENCE Westerly along the arc of said curve, through a central angle of 26 degrees 20 minutes 30 seconds, for a distance of 436.76 feet, to a point of intersection with a non-tangent line;

THENCE North 40 degrees 07 minutes 36 seconds East, for a distance of 424.98 feet, to a point of tangent curvature concave to the Northwest and having a radius of 1,190.00 feet;

THENCE Northeasterly along the arc of said curve, through a central angle of 16 degrees 14 minutes 06 seconds, for a distance of 337.19 feet, to the North line of said Southeast quarter, and a point of intersection with a non-tangent line;

THENCE along said North line, South 89 degrees 55 minutes 05 seconds East, for a distance of 119.11 feet to the Point of Beginning;

EXCEPT that portion of said Southeast quarter of Section 16 described as follows:

That property described at Records No. 2002-0562479, more particularly described as follows:

BEGINNING at a point 62 feet South of the Northeast corner of the Southeast quarter of Section 16;

THENCE West 303 feet;

THENCE South 75 feet;

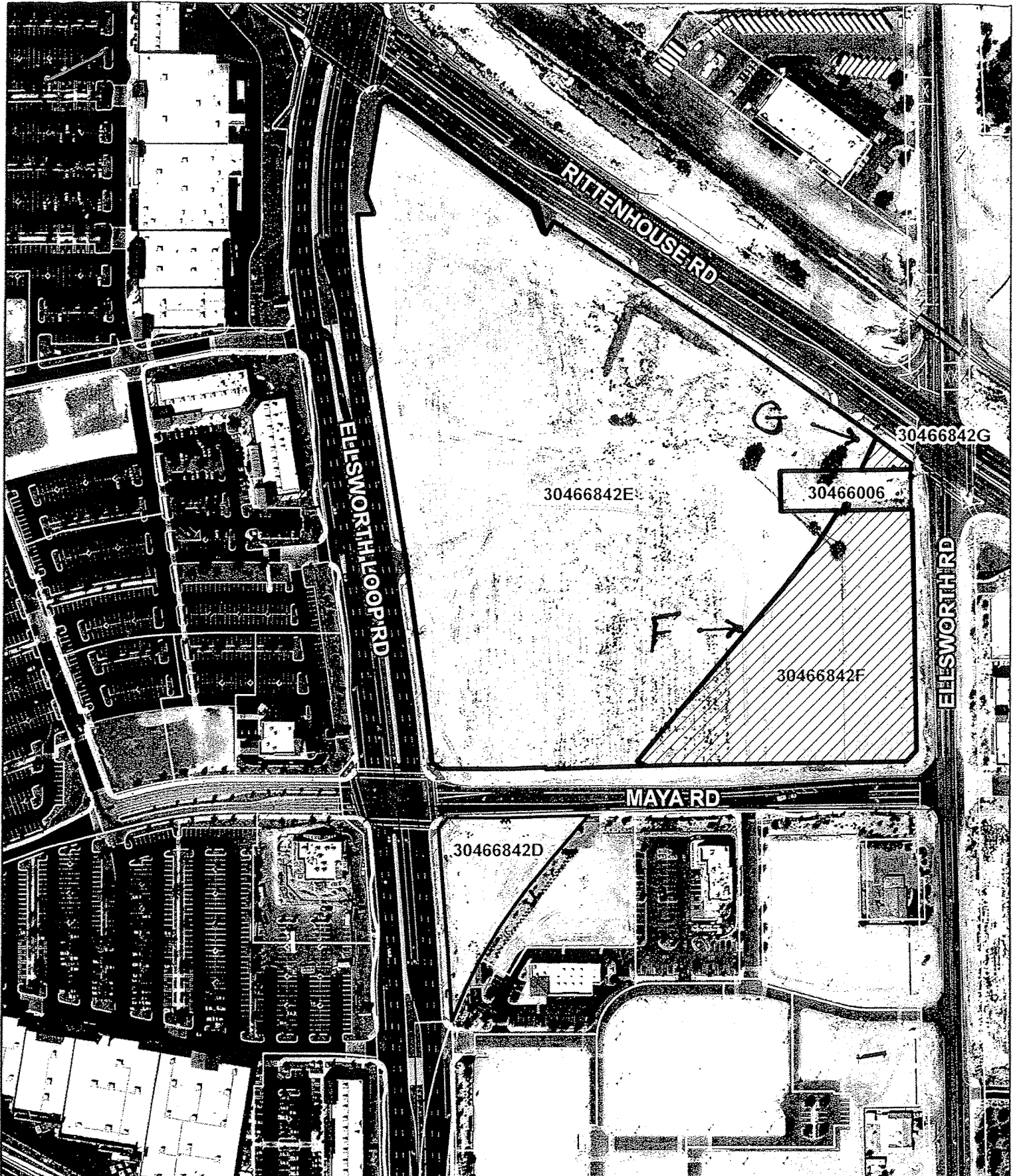
THENCE East 303 feet;

THENCE North 75 feet to the Point of Beginning.


DIAGRAM OF PROPERTY

[TO BE INSERTED]

**EXHIBIT B TO
PURCHASE AGREEMENT**



Potential Property Purchase

 Town Owned Property

**EXHIBIT "C" TO
PURCHASE AGREEMENT
SPECIAL WARRANTY DEED**

When recorded, return to:

Fidelity National Title Insurance Company
60 E. Rio Salado Parkway #1102
Tempe AZ 85281
Attn: Christine Hughes

Escrow No.:

SPECIAL WARRANTY DEED

For the consideration of Ten Dollars, and other valuable consideration, Victoria Towne Center First Mortgage, LLC, an Arizona Limited Liability Company ("Grantor"), hereby convey to the Town of Queen Creek, a municipal corporation, Grantee, the following described real property situated in Maricopa County, Arizona, together with all rights and privileges appurtenant thereto:

See the legal description set forth in Exhibit "A" attached and incorporated by this reference (the "Property").

SUBJECT TO: All matters of record as of the date of recording of this Deed in the Official Records of Maricopa County, Arizona.

And the Grantor binds itself and its respective successors to warrant and defend the title to their respective parcels, as against only acts of Grantor, subject to the matters above set forth.

Dated as of _____, 2012.

Ronald D. Heath

Kiyoko Y. Heath

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by Ronald D. Heath and Kiyoko Y. Heath, as Grantor.

Notary Public

My Commission expires:

Deed Exhibit A

Title No.: FTA12003472

FIDELITY NATIONAL TITLE INSURANCE COMPANY

LEGAL DESCRIPTION

EXHIBIT "ONE"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA AND IS DESCRIBED AS FOLLOWS:

A portion of the Southeast quarter of Section Sixteen (16), Township Two (2) South, Range Seven (7) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at a found Maricopa County Department of Transportation brass cap in handhole at the East quarter corner of said Section 16, from which a found Maricopa County Highway Department brass cap in handhole at the Southeast corner of said Section 16, bears South 00 degrees 50 minutes 19 seconds East (assumed bearing) for a distance of 2645.58 feet, said East quarter corner also being Point of Beginning;

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THENCE Westerly along the arc of said curve, through a central angle of 26 degrees 20 minutes 30 seconds, for a distance of 436.76 feet, to a point of intersection with a non-tangent line;

THENCE North 40 degrees 07 minutes 36 seconds East, for a distance of 424.98 feet, to a point of tangent curvature concave to the Northwest and having a radius of 1,190.00 feet;

THENCE Northeasterly along the arc of said curve, through a central angle of 16 degrees 14 minutes 06 seconds, for a distance of 337.19 feet, to the North line of said Southeast quarter, and a point of intersection with a non-tangent line;

THENCE along said North line, South 89 degrees 55 minutes 05 seconds East, for a distance of 119.11 feet to the Point of Beginning;

EXCEPT that portion of said Southeast quarter of Section 16 described as follows:

That property described at Recorders No. 2002-0562479, more particularly described as follows:

BEGINNING at a point 62 feet South of the Northeast corner of the Southeast quarter of Section 16;

THENCE West 303 feet;

THENCE South 75 feet;

THENCE East 303 feet;

THENCE North 75 feet to the Point of Beginning.



**EXHIBIT "D" TO
PURCHASE AGREEMENT**

SECTION 1445 AFFIDAVIT

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest (the "Transferee") must withhold tax if the transferor is a foreign person. To inform THE TOWN OF QUEEN CREEK, a municipal corporation, Transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by _____, an Arizona general partnership ("_____"), and _____, an Arizona limited partnership ("_____"), ("Transferor"), the undersigned hereby certifies the following on behalf of Transferor:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);

2. _____'s U.S. employer identification number is 86-_____; _____'s U.S. employer identification number is 86-_____ and

3. Transferor's address is _____

Transferor understands that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury the undersigned declares that he/she has examined this certification and to the best of his/her knowledge and belief it is true, correct, and complete, and he/she further declares that he/she has authority to sign this document on behalf of Transferor.

Dated to be effective _____, _____.

By: _____ By: _____

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by Ronald D. Heath and Kiyoko Y. Heath, as Transferor.

My commission expires:

Notary Public



Requesting Department:
Development Services

TO: HONORABLE MAYOR AND TOWN COUNCIL

**THROUGH: JOHN KROSS, ICMA-CM
TOWN MANAGER**

**FROM: TOM CONDIT, P.E.
DEVELOPMENT SERVICES DIRECTOR**

**WAYNE BALMER, AICP
PLANNING ADMINISTRATOR**

**RE: PUBLIC HEARING AND POSSIBLE ACTION ON RZ12-006 AND
SP12-007 (ORDINANCE 511-12) "BANNER HEALTH CENTER –
QUEEN CREEK".** A request from C. Dale Willis on behalf of Victoria
Lund Investment Group, LLC to rezone approximately 11.78 acres on
the west side of Ellsworth Loop Road, south of Victoria Lane from R-2
PAD to C-2 PAD and a Site Plan approval for Banner Health Center –
Queen Creek.

DATE: MAY 2, 2012

PLANNING AND ZONING COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval of RZ12-006 and SP12-007, subject to the Conditions of Approval outlined in this report.

STAFF RECOMMENDATION

Staff concurs with the Planning Commission's recommendation.

RELEVANT COUNCIL GOALS

General Plan, Land Use Element Goals and Policies; Goal 1, Policy 1d: Make a high priority for the Town to develop a vibrant and distinctive Town Center for Queen Creek.

Town Center Plan, Economic Goals and Policies; Goal 1, Policy 1b: Implement the Economic Development Strategic Plan and work to attract and retain a broad range of economic activities to strengthen the Town's tax base.

Town Center Plan, Economic Goals and Policies; Goal 1, Policy 1c: Retain and enhance locally owned businesses through project specific planning and design, to provide opportunities that result in keeping revenues in the community.

Town Center Plan, Land Use Goals and Policies; Goal 2, Policy 2b: Facilitate the location of activities, shopping opportunities, and services so Queen Creek residents will visit the Town Center on a regular basis.

PROPOSED MOTION

1. Move to approve Ordinance 511-12 for a PAD amendment (RZ12-006)
2. Move to approve the Site Plan (SP12-007) for “Banner Health Center-Queen Creek”, subject to the Conditions of Approval contained in this staff report.

SUMMARY

The proposal consists of a request from the Victoria Lund Investment Group on behalf of Banner Health to construct a 87,410 square foot health center in two phases on approximately 11.78 acres on the west side of Ellsworth Loop Road, south of Victoria Lane.

HISTORY

- April 11, 2012 The Planning and Zoning Commission recommended approval of RZ12-006 and SP12-007
- March 15, 2006: Town Council approved Ordinance No. 345-06 (RZ 09-05/S02-05) for the Victoria Parcels 5 & 9 PAD for a 255 lot subdivision on 54.5 acres.
- September 1, 1999: Town Council approved Ordinance 168-99, the Victoria PAD, encompassing approximately one-half of the original project, including most of the residential zones.
- January 16, 1973: Maricopa County Board of Supervisors rezoned (Z 71-119) property that was to later become the Victoria PAD for Ellsworth Land and Livestock, Inc.

DISCUSSION

The Town Center Plan promotes the location of additional commercial, office and higher density residential uses in the Town Center. Of particular interest are businesses and services which diversify and strengthen the economic base of the community with the goal of generating greater interest and visitation to the Town Center on a regular basis.

A related goal is to retain and encourage locally owned businesses to locate in the Town Center to retain revenues within the Town.

This project would function as a medical anchor for the Town Center and a regional destination in the southeast valley, consistent with the intent of the Town Center Plan. Upon completion of Phase II, it is expected the center will provide facilities for 36 physicians and 100 support staff, with hours of 7 a.m. to 8 p.m. weekdays, and weekend hours to be determined. The facility could also become a catalyst for additional healthcare related services and facilities to locate in the Town Center.

The Banner Health Center – Queen Creek is proposed to have a total floor area of 87,410 square feet, and to be constructed in two phases. The first phase will be a single story building with 23,426 square feet to be located on the north side of the property. The patient entry will be located in the southeast corner of the building. The second phase will be a two story building with 63,984 square feet on the southern portion of the property, creating an “L” shaped building. The patient entry will then be at the inside corner of the “L”.

The applicant has requested a PAD, in addition to C-2 zoning, in order to obtain a modification to the following zoning ordinance provision:

1. Buffer Yard Landscaping. Our ordinance provides three options for buffer yards to be constructed between commercial and residential projects. In this case, since the property to the west will retain the existing R-2 zoning, a buffer yard would typically be required. The proposed plan shows a driveway on the west side of the property with covered and open parking for staff, and a building service area. There is a 30’ landscaped tract west of the parking area, with the exception of one area that is reduced to 10’ to accommodate a turnaround in Phase I. With Phase 2 the turnaround will be removed and the 30’ landscaped area will be restored. The applicant is proposing to landscape the 30’ area with palo verde, mesquite, southern live oak and Chinese pistache trees, but not to the extent and within the area the buffer yard would require. In addition to the landscaping, a 6’ wall would typically be required between a commercial use and a single family residential area, but given the possibility of future rezoning of the area to the west for medical or higher density residential uses, there may be the future potential for cross access between these uses, and a wall would not be needed. Given the location of the property in the Town Center, and the likely rezoning of the property to the west for a non-single family residential use in the future, staff supports this request.

2. Parking Lot Landscaping. Medical office uses are required to provide one parking space for every 200 square feet of gross floor area, rather than the one space for every 350 square feet, as would be required for conventional offices. As a result, 437 spaces are required for this project, and 453 provided. Our ordinance requires that for parking lots of greater than 50 spaces a minimum of 15% of the net interior area be used for landscaping, with a minimum area of 35,000 square feet. In this case the applicant is proposing 20,150 square feet. Given the location of the property in the Town Center,

and the significant amount of area on the north side of the property near the entrance to be landscaped and used for storm water retention, staff supports this request.

3. Parking Lot Lighting Heights. Our ordinance limits the height of parking lot lighting to 15'. The applicant is proposing to provide security cameras on their parking lot light poles, and is proposing poles 25' in height, in order to allow them to do so. Given the size of their parking area, and their planned construction of a two story building, light poles of this height would not be out of scale with the project, and staff supports this request.

4. Parking Space Widths. Our ordinance requires a parking space width of 10' for 90 degree parking. The applicant is proposing a space width of 9.5 feet. Twelve handicapped parking spaces are also provided near the main entrance with Phase I. Given the size of the parking area, the location of the handicapped spaces, and the location of the property in the Town Center staff supports this request.

5. Parking in Front of the Building. The Town Center Plan proposes that buildings be located at the street, with the parking either behind or on the side of the structures. This is intended to provide a more “urban” development pattern, particularly in the core area adjacent to Ellsworth Road. Given the location of the property and the configuration of the building, it would not be possible to reorient the structure to relocate the required parking, and the staff supports this request.

6. Building Height. Our ordinance limits the height of buildings in the C-2 district to 30'. In order to accommodate their two story building, and include screening for the mechanical equipment on the roof, the applicant is proposing a 45' building height for the Phase 2 portion of the project. Given the location of the property, the building setbacks for Phase 2, and the likelihood of other non-residential uses to the west and south, staff supports this request.

As an exchange for approval of these requests, staff has proposed that a public art piece be located at the patient entrance to help accentuate the building entry and provide a distinctive entry feature.

Project Information	
Project Name	Banner Health Center – Queen Creek
Site Location	Southwest corner of Ellsworth Loop Road and Victoria Lane
Current Zoning	R-2 (Multiple Residential)
Proposed Zoning	C-2 (General Commercial)
General Plan Designation	Mixed Use
Surrounding Zoning Designations:	
North	C-2 - Queen Creek Marketplace
South	R1-6 - SRP substation
East	TC - Queen Creek Library

Project Information	
West	R-2 PAD - Victoria PAD Parcels 5 & 9
Site Area	11.78
Parking Required	437 spaces, minimum
Parking Provided	454 spaces total
Building Square Footage	87,410 square feet in two phases
PAD Request	Provision of parking in front of the building, use of 25' light poles in the parking area, modification of the "buffer yard" between a commercial and residential use, a reduction in required landscaping from 15% to 10%, a reduction in the required space width from 10' to 9.5' and increasing the building height to 45' vs. 30' per code.
Site Plan Request	Approval of the proposed site plan and building elevations.

In March 2006 the Council approved a plan for a 255 lot patio home project for 54.5 acres, which included the 11.78 acres proposed for change in this request. A copy of the currently approved plan is attached. Since this case involves rezoning of only a portion of that property, a concern has been raised regarding the future of the approved plan and the application of the conditions of approval in the earlier case. In effect, if this case is approved, the Council's action may render the earlier project undevelopable, and the current or a future owner of the property may perceive that action as adversely affecting the balance of the property. To address this issue the Town will require two Proposition 207 waivers from the property owner in this case, covering both these 11.78 acres and the remaining 42.7 acres, to document that the change was requested by the applicant knowing the affect it would have on the balance of the property, and agreeing to hold the Town harmless from any future claim for diminution of land value due to approval of this change.

Staff has been in discussion with the property owner, Victoria Lund Investment Group, LLC, represented by Dale Willis, regarding their intentions for the balance of the property. Mr. Willis has indicated they intend to submit an additional request to rezone the balance of the property for professional offices and multi-family residential uses in the near future. A copy of a letter from Mr. Willis regarding this issue is attached. Mr. Willis has also agreed to execute the two Proposition 207 waivers, as proposed.

During their April 11 meeting, the Planning and Zoning Commissioners expressed an interest in obtaining additional information regarding the public art piece recommended by staff. Several options were discussed, with the applicant indicating they would provide additional information prior to installation of the art work. The need for additional information on the design of the parking lot lighting fixture was also discussed, as well as the need for additional landscaping in the parking area and to redesign the entry to improve way-finding by the public.

ANALYSIS

General Plan Review: The property is designated Mixed Use in both Town Center Plan and the General Plan. Mixed Use allows for a combination of commercial, office, employment and residential uses reflecting innovative design and incorporating distinctive features to create a “destination location”.

Zoning Review: The zoning designation of the property is currently R-2 and the property is the eastern portion of a larger 54.5 acre property rezoned in 2006 for a 255 unit patio home project. The future use of the entire property is now being re-evaluated by the owner in response to a change in the General Plan and the completion of Ellsworth Loop Road, and a new development concept for the property will be submitted in the near future.

Engineering Review: The project has been reviewed by the Engineering and Traffic Divisions, and comments have been incorporated by the applicant in the site plan as proposed.

Preliminary Plat Review: This project is being done as a lot split, rather than as a subdivision plat modification. The proposed split has been reviewed and approved by both the Engineering and Utilities divisions.

Building Elevation Review: The elevations reflect the horizontal glass and masonry banding that is characteristic of the newer Banner projects. The north and east elevations more visible to the public reflect a greater use of glass and decorative masonry elements than do the southern and western elevations. All elevations, however, reflect a varied window pattern and horizontal and vertical design elements that provide for architectural interest. The entry location is well identified and incorporates additional design elements. The height of the proposed structure is shown as 45', which exceeds the Town's 30' height limit for buildings in the C-2 zoning district. As a condition of the PAD approval, staff has recommended that a public art piece be added to the entrance area to create a distinctive entry statement and sense of arrival at the building entry.

PUBLIC COMMENTS

On December 6, 2011, the applicant held a neighborhood meeting as required by the Zoning Ordinance. Four citizens attended the meeting, in addition to the applicant and their staff. The meeting minutes are attached.

Staff has mailed letters to all property owners within 1200' of this proposal, in addition to posting signs on the property, and advertising in the newspaper as required by the Zoning Ordinance.

No public comments have been received to date.

CONDITIONS OF APPROVAL

1. The project shall be completed according to the narrative dated January 18, 2012 submitted as supporting documentation with this case.
2. Approval of RZ12-006 and SP12-007 is effective upon signature by the property owner of two Proposition 207 waivers and filing of the waivers with the Town of Queen Creek Planning Division. One waiver will pertain to the property involved in this request, and the other will pertain to the balance of the property rezoned by Ordinance 345-06. Failure to sign and return the waivers to the Planning Division within five working days of the date of approval shall render this conditional approval null and void.
3. Installation of a public art piece to be approved by staff at the building entrance.
4. Planning Commission to review a written description, prior to building permit issuance, of the proposed art concept to include a description of why the proposed concept was chosen, the theme of the proposed concept, the budget for the art work and the compatibility of the proposed concept with the architectural theme and building design of the project.
5. Spacing of parking spaces to be within the Town standards of one landscaped island for every 10 parking spaces.
6. The Y-shaped intersection at the entrance to be reconfigured to more of a 90-degree angle to reduce the potential for on-site access concerns.

ATTACHMENTS

1. Location Map
2. Project narrative dated January 18, 2012
3. Site Plan dated January 16, 2012
4. Neighborhood Meeting Minutes
5. Victoria Parcel 5 & 9 preliminary plat
6. April 4, 2012 letter from Dale Willis
7. Draft P&Z Results for April 11, 2012
8. Ordinance 511-12

SITE DATA TABLE

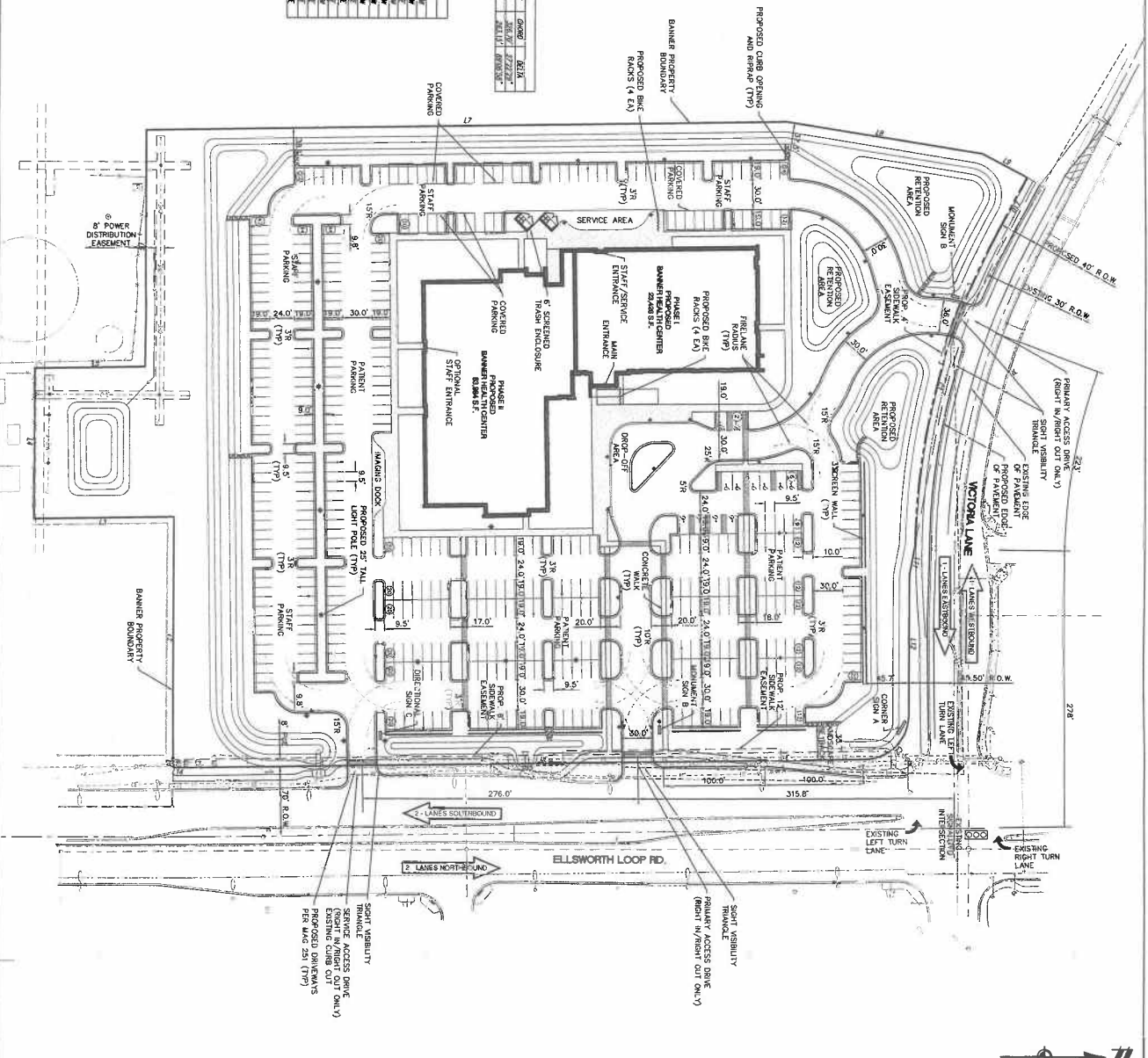
PARCEL AREAS	600,021 SF / 13.61 ACRES
OVERALL PARCEL GROSS AREA	516,939 SF / 11.80 ACRES
OVERALL PARCEL GROSS NET AREA (MINUS 84,098 SF OF WAD)	432,841 SF / 9.90 ACRES
PHASE I NET AREA	246,968 SF / 5.63 ACRES
PHASE II NET AREA	286,773 SF / 6.57 ACRES
PHASE I GROSS AREA	666,037 SF / 15.11 ACRES
PHASE II GROSS AREA	286,248 SF / 6.50 ACRES
PARCEL NET AREA	510,285 SF / 11.70 ACRES
LAND USE	MEDICAL OFFICE
ZONING	RESIDENTIAL PUD
PROPOSED BUILDING AREAS	C2 W/PAD OVERLAY
PHASE I	23,468 S.F.
PHASE II	87,430 S.F.
TOTAL BUILD-OUT PHASE I & II	110,898 S.F.
FLOOR AREA RATIO (F.A.R.)	0.26
TOTAL BUI. D. OUT PHASE I & II	17,076
PHASE I	118 SPACES
PHASE II	163 SPACES
REQUIREMENT (SPACES/S.F.)	163 SPACES
PROVIDED (627 / 1,000 S.F.)	403 SPACES
REQUIREMENT (SPACES/S.F.)	403 SPACES
PROVIDED (827 / 1,000 S.F.)	106,337 C.F.
REQUIREMENT VOLUME CALCULATIONS	119,745 C.F.
VOLUME PROVIDED	7,926 S.F.
PHASE I	80,098 S.F.
PHASE II	12,224 S.F.
OPEN SPACE	116,293 S.F.
TOTAL OPEN SPACE	232,620 S.F.
PERCENTAGE OF OPEN SPACE	44.5%



THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE INDICATED BY THE SHOWN SYMBOLS. THESE SYMBOLS ARE NOT A GUARANTEE OF THE LOCATION OR DEPTH OF ANY UTILITIES. THE EXACT LOCATION OF ALL EXISTING UTILITIES SHOULD BE DETERMINED BY THE USER OF THIS PLAN. THE USER SHALL BE RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MAY BE INCURRED BY THE USER AND ALL UNDERGROUND UTILITIES.

NOTICE:
THE DEVELOPER, SITE SHELTER IS THE SOLE RESPONSIBILITY OF THE DEVELOPER. THE OWNER USES THE GROUND SURFACE AS THE BASIS FOR THE LOCATION OF ALL UTILITIES. THE LOCATION OF ALL UTILITIES SHOULD BE DETERMINED BY THE USER OF THIS PLAN. THE USER SHALL BE RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MAY BE INCURRED BY THE USER AND ALL UNDERGROUND UTILITIES.

LINE	LENGTH	AREA	PERCENTAGE
L1	100.00	100.00	100.00%
L2	100.00	100.00	100.00%
L3	100.00	100.00	100.00%
L4	100.00	100.00	100.00%
L5	100.00	100.00	100.00%
L6	100.00	100.00	100.00%
L7	100.00	100.00	100.00%
L8	100.00	100.00	100.00%
L9	100.00	100.00	100.00%
L10	100.00	100.00	100.00%
L11	100.00	100.00	100.00%
L12	100.00	100.00	100.00%
L13	100.00	100.00	100.00%
L14	100.00	100.00	100.00%
L15	100.00	100.00	100.00%
L16	100.00	100.00	100.00%
L17	100.00	100.00	100.00%
L18	100.00	100.00	100.00%
L19	100.00	100.00	100.00%
L20	100.00	100.00	100.00%
L21	100.00	100.00	100.00%
L22	100.00	100.00	100.00%
L23	100.00	100.00	100.00%
L24	100.00	100.00	100.00%
L25	100.00	100.00	100.00%
L26	100.00	100.00	100.00%
L27	100.00	100.00	100.00%
L28	100.00	100.00	100.00%
L29	100.00	100.00	100.00%
L30	100.00	100.00	100.00%
L31	100.00	100.00	100.00%
L32	100.00	100.00	100.00%
L33	100.00	100.00	100.00%
L34	100.00	100.00	100.00%
L35	100.00	100.00	100.00%
L36	100.00	100.00	100.00%
L37	100.00	100.00	100.00%
L38	100.00	100.00	100.00%
L39	100.00	100.00	100.00%
L40	100.00	100.00	100.00%
L41	100.00	100.00	100.00%
L42	100.00	100.00	100.00%
L43	100.00	100.00	100.00%
L44	100.00	100.00	100.00%
L45	100.00	100.00	100.00%
L46	100.00	100.00	100.00%
L47	100.00	100.00	100.00%
L48	100.00	100.00	100.00%
L49	100.00	100.00	100.00%
L50	100.00	100.00	100.00%
L51	100.00	100.00	100.00%
L52	100.00	100.00	100.00%
L53	100.00	100.00	100.00%
L54	100.00	100.00	100.00%
L55	100.00	100.00	100.00%
L56	100.00	100.00	100.00%
L57	100.00	100.00	100.00%
L58	100.00	100.00	100.00%
L59	100.00	100.00	100.00%
L60	100.00	100.00	100.00%
L61	100.00	100.00	100.00%
L62	100.00	100.00	100.00%
L63	100.00	100.00	100.00%
L64	100.00	100.00	100.00%
L65	100.00	100.00	100.00%
L66	100.00	100.00	100.00%
L67	100.00	100.00	100.00%
L68	100.00	100.00	100.00%
L69	100.00	100.00	100.00%
L70	100.00	100.00	100.00%
L71	100.00	100.00	100.00%
L72	100.00	100.00	100.00%
L73	100.00	100.00	100.00%
L74	100.00	100.00	100.00%
L75	100.00	100.00	100.00%
L76	100.00	100.00	100.00%
L77	100.00	100.00	100.00%
L78	100.00	100.00	100.00%
L79	100.00	100.00	100.00%
L80	100.00	100.00	100.00%
L81	100.00	100.00	100.00%
L82	100.00	100.00	100.00%
L83	100.00	100.00	100.00%
L84	100.00	100.00	100.00%
L85	100.00	100.00	100.00%
L86	100.00	100.00	100.00%
L87	100.00	100.00	100.00%
L88	100.00	100.00	100.00%
L89	100.00	100.00	100.00%
L90	100.00	100.00	100.00%
L91	100.00	100.00	100.00%
L92	100.00	100.00	100.00%
L93	100.00	100.00	100.00%
L94	100.00	100.00	100.00%
L95	100.00	100.00	100.00%
L96	100.00	100.00	100.00%
L97	100.00	100.00	100.00%
L98	100.00	100.00	100.00%
L99	100.00	100.00	100.00%
L100	100.00	100.00	100.00%



<p>ATWELL 866.650.4200 www.atwell-group.com OFFICES IN NORTH AMERICA AND ASIA 4700 E. SOUTHERN AVENUE MESA, AZ 85205 480.218.5553</p>	<p>CLIENT: BANNER HEALTH</p> <p>SECTION 16</p> <p>TOWN 2 SOUTH, RANGE 7 EAST</p> <p>GLA AND SALT RIVER BASE AND MERIDIAN</p> <p>MARICOPA COUNTY, ARIZONA</p>	<p>Land Development & Real Estate Power & Energy Telecommunications Infrastructure & Transportation Environmental & Solid Waste Water & Natural Resources</p>
	<p>DATE: 01-16-2012</p> <p>SCALE: 1" = 50' FEET</p> <p>PROJECT: BANNER HEALTH CENTER QUEEN CREEK DEVELOPMENT SITE PLAN - PHASE II</p> <p>DRAWN BY: [Name]</p> <p>CHECKED BY: [Name]</p> <p>DATE: 01-16-2012</p> <p>PROJECT: BANNER HEALTH CENTER QUEEN CREEK DEVELOPMENT SITE PLAN - PHASE II</p> <p>DRAWN BY: [Name]</p> <p>CHECKED BY: [Name]</p> <p>DATE: 01-16-2012</p> <p>PROJECT: BANNER HEALTH CENTER QUEEN CREEK DEVELOPMENT SITE PLAN - PHASE II</p>	<p>DATE: 01-16-2012</p> <p>SCALE: 1" = 50' FEET</p> <p>PROJECT: BANNER HEALTH CENTER QUEEN CREEK DEVELOPMENT SITE PLAN - PHASE II</p> <p>DRAWN BY: [Name]</p> <p>CHECKED BY: [Name]</p> <p>DATE: 01-16-2012</p> <p>PROJECT: BANNER HEALTH CENTER QUEEN CREEK DEVELOPMENT SITE PLAN - PHASE II</p> <p>DRAWN BY: [Name]</p> <p>CHECKED BY: [Name]</p> <p>DATE: 01-16-2012</p> <p>PROJECT: BANNER HEALTH CENTER QUEEN CREEK DEVELOPMENT SITE PLAN - PHASE II</p>



BANNER HEALTH CENTER – QUEEN CREEK

**SWC ELLSWORTH LOOP ROAD AND VICTORIA LANE - SITE
QUEEN CREEK, ARIZONA**

TOWN OF QUEEN CREEK ZONING CASE NUMBER RZ12-006/SP12-007

REZONING OF 11.86 ACRES OF PARCELS 304-66-975N

NEIGHBORHOOD MEETING REPORT

MARCH 1, 2012

PREPARED BY:

BANNER HEALTH DEVELOPMENT AND CONSTRUCTION

**BILL SMITH, PROJECT EXECUTIVE
1900 NORTH HIGLEY ROAD
GILBERT, ARIZONA**

BANNER HEALTH CENTER – QUEEN CREEK PROJECT

REZONING AND SITE PLAN REVIEW NEIGHBORHOOD MEETING REPORT

TOWN OF QUEEN CREEK CASE NUMBER: RZ12-006/SP12-007

MEETING DATE: March 1, 2012

TIME: 5 P.M. – 6:30 P.M.

LOCATION: Queen Creek Public Library
21802 South Ellsworth Road
Queen Creek, Arizona

ATTENDING: Banner Health Project Members,
Local Residents but no Community Association Member
Attended

PRESENTATION & EXHIBITS: Banner Health had available for review the project Phase I and Phase II concept site plans, project facility elevations and aerial overview of the project site and adjacent parcels. The Banner team reviewed the Banner Health Center project concept, site plans and facility elevations with local attendees. There being no other attendees, the meeting was adjourned at 6:35 P.M.

MEETING COMMENTS: The attendees asked questions relating to the Banner Health Center planned development, start of development, facility planned opening and the healthcare services planned for the facility. There were no negative comments or development issues discussed by the attendees. All attending the meeting were very supportive of the proposed rezoning and the Banner Health Center project.

ATTACHMENTS: Meeting Sign Sheet
Affidavit of Neighborhood Notice
Photograph of Site Posting
Meeting Graphic Exhibits



Banner Health®

Meeting Sign In

March 1, 2012

Banner Health Center – Queen Creek
Rezoning - Neighborhood Meeting

Date

Meeting Name

Name

Address

Alex Matheson

18702 E Cloud Rd, QC, 85147

D. McClure

18524 E. WALNUT RD QC, AZ 85142

Vince + Lee Canzano

20428 E Appaloosa Dr. QC. 85142

PAUL KLUMB

2520 S. BALA DR. TEMPE, AZ 85282

Bill Smith

(1900 N. HIGLEY ROAD Gilbert, AZ 85234)
(19952 E. Sunset Dr. Queen Creek, AZ 85252)

AFFIDAVIT OF NEIGHBORHOOD NOTICE

The undersigned Applicant has complied with the Town of Queen Creek's Neighborhood Meeting notification requirements for the Rezoning proposal; located at **Southwest Corner of Ellsworth Loop Road and Victoria Lane** on this **15th** day of **February, 2012**.

Banner Health

Company Name

Robin Hadley
Robin Hadley – c/o Bill Smith

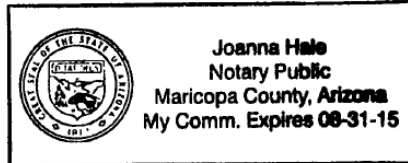
Applicant

Subscribed and sworn to me on this 17th day of MARCH, 2012

IN WITNESS WHEREOF, I

Hereto set my hand and official seal.

Joanna Hale
Notary Public



My Commission expires: 08-31-15



· NEIGHBORHOOD MEETING ·

**REQUEST: Rezoning to C-2 with a PAD Overlay -
11.78 Acres
For Development of a Banner Health Center -
Medical Office Development at the Southwest
Corner of Ellsworth Loop Road and Victoria Lane**

DATE: March 1st, 2012

TIME: 5:00 PM

**LOCATION OF MEETING:
The Queen Creek Branch Library
21802 S. Ellsworth Road
Queen Creek, AZ 85142**

**CONTACT: Banner Health: 480-394-7004
Planning Division: 480-359-3003**

02/14/12



Banner Health®

1441 North 12th Street, Phoenix, AZ 85006
602-495-4000
BannerHealth.com

Notice of Neighborhood Meeting

February 15, 2012

Dear Neighbor,

You are cordially invited to a neighborhood meeting regarding a proposed Rezoning in your area.

The 11.86 acre property is located at the southwest corner of Ellsworth Loop Road and Victoria Lane in the Town of Queen. Our request will be for the Town of Queen Creek to rezone the property from the current zoning classification of Residential, with a Planned Area Development Overlay (PAD) to General Commercial (C-2) with a Planned Area Development Overlay PAD, which will change the allowed development land uses from Residential to General Commercial, for the development of the Banner Health Center medical office project. The location of this site is identified on the enclosed map. A neighborhood meeting will be held at the Town of Queen Creek Public Library at the time and place listed below to discuss the proposed Rezoning and answer any questions you may have. If we elect to proceed with our application there will be future public hearings before the Town of Queen Creek Planning Commission and Town Council, and you will be notified of those hearings.

The neighborhood meeting will be held:

Thursday, March 1, 2012
5:00 PM
Queen Creek Public Library
21802 South Ellsworth Road
Queen Creek, Arizona

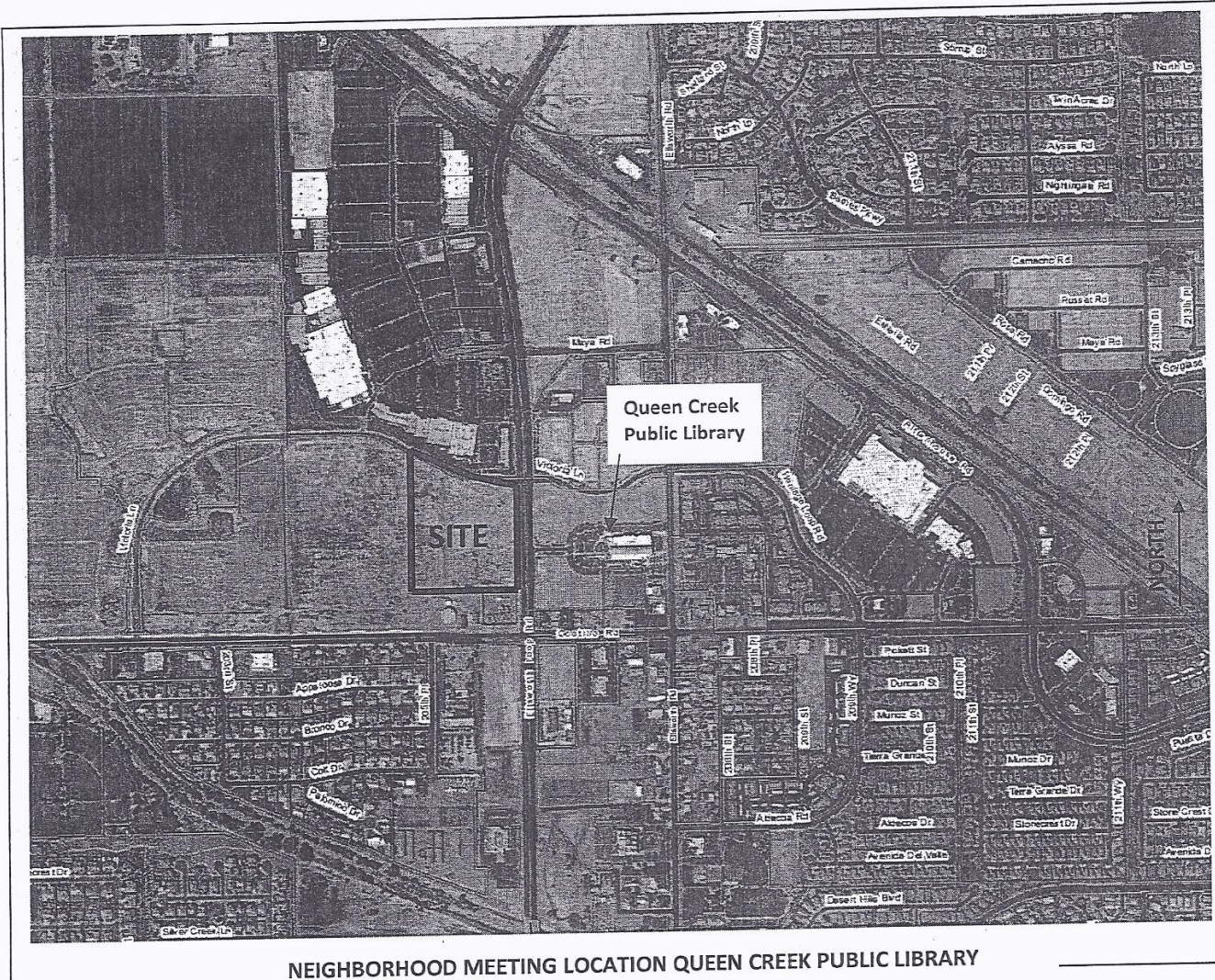
If you have any questions regarding this Pre-Application Neighborhood Meeting, please contact Robin Hadley, Banner Health at 480-394-7004.

Sincerely,

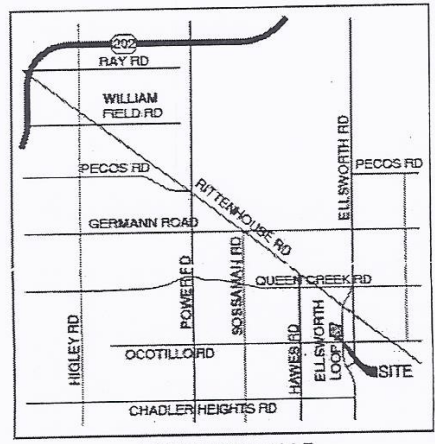
William Smith, Senior Project Executive

Attachment: Project site map

**BANNER HEALTH SITE LOCATION MAP
NEIGHBORHOOD MEETING LOCATION**



**NEIGHBORHOOD MEETING LOCATION QUEEN CREEK PUBLIC LIBRARY
21802 South Ellsworth Road
QUEEN CREEK, ARIZONA**



**LOCATION MAP
NOT TO SCALE**



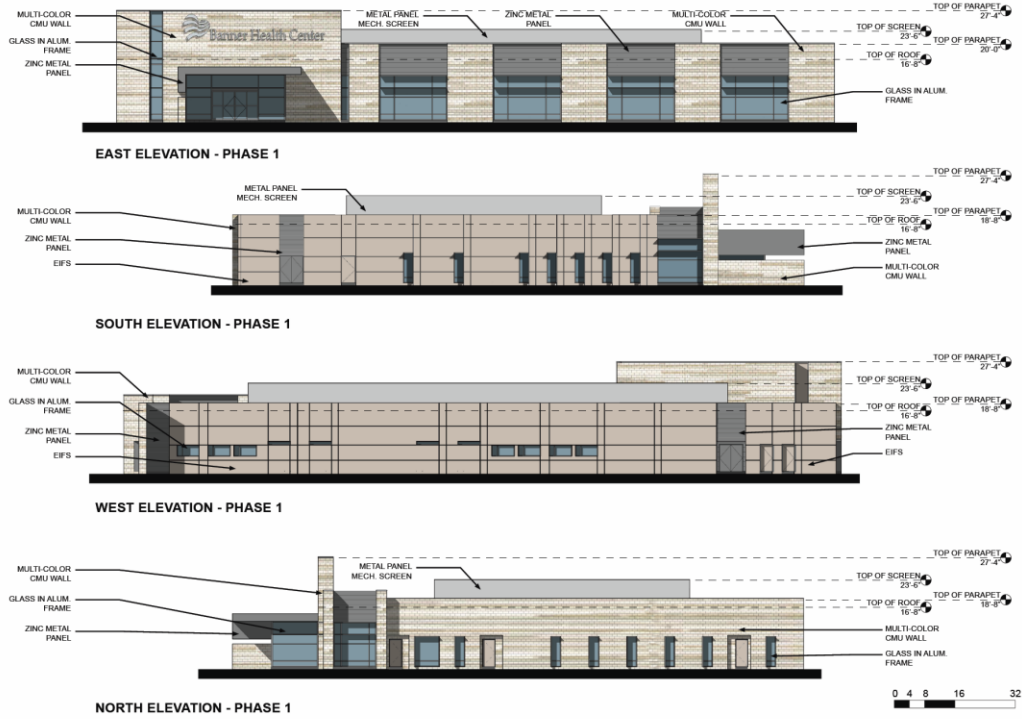
BANNER HEALTH CENTER – QUEEN CREEK



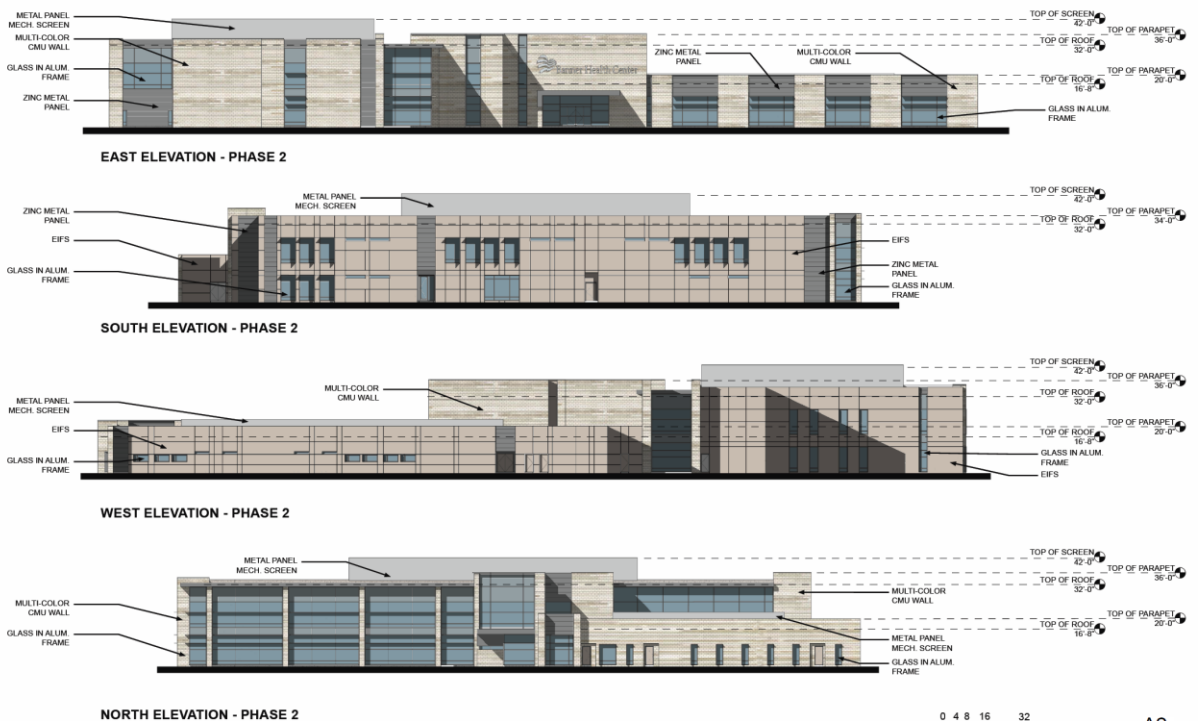
SITE DATA TABLE

PARCEL AREAS	
OVERALL PARCEL GROSS AREA	593,021 S.F. / 13.41 ACRES
OVERALL PARCEL GROSS NET	514,696 S.F. / 11.80 ACRES
RIGHT-OF-WAY DEDICATION	5,474 S.F. / 0.126 ACRES
PHASE I NET AREA	246,988 S.F. / 5.67 ACRES
PHASE I GROSS AREA	290,773 S.F. / 6.61 ACRES
PHASE II NET AREA	283,237 S.F. / 6.11 ACRES
PHASE II GROSS AREA	298,248 S.F. / 6.80 ACRES
PARCEL NET AREA	513,225 S.F. / 11.78 ACRES
LAND USE	MEDICAL OFFICE
ZONING	RESIDENTIAL PAD
EXISTING	C-2 W/ PAD OVERLAY
PROPOSED	
BUILDING AREAS	
PHASE I	23,426 S.F.
PHASE II	83,863 S.F.
TOTAL BUILD-OUT (PHASE I & II)	87,410 S.F.
FLOOR AREA RATIO (F.A.R.)	
PHASE I	9.4%
PHASE II	17.0%
TOTAL BUILD-OUT (PHASE I & II)	
PARKING PHASE I	
REQUIRED (1 SPACE/200 S.F.)	119 SPACES
PROVIDED (1.2 - 1000 S.F.)	143 SPACES
PARKING PHASE I & II	
REQUIRED (1 SPACE/200 S.F.)	437 SPACES
PROVIDED (1.2 - 1000 S.F.)	493 SPACES
RETENTION VOLUME CALCULATIONS	
VOLUME REQUIRED	106,357 C.F.
VOLUME PROVIDED	118,749 C.F.
PHASE I	
OPEN SPACE	7,826 S.F.
PARKING	80,096 S.F.
PHASE II	
OPEN SPACE	12,224 S.F.
PARKING	118,280 S.F.
TOTAL OPEN SPACE	
PHASE I & II OPEN SPACE	200,820 S.F.
PERCENTAGE OF OPEN SPACE	45.4%

DATE	LENGTH	WIDTH	AREA	BEARING	COORD	BEARING	COORD
12	1.20	0.00	0.00	0.00	12.00	0.00	12.00
13	1.20	0.00	0.00	0.00	13.20	0.00	13.20
14	1.20	0.00	0.00	0.00	14.40	0.00	14.40
15	1.20	0.00	0.00	0.00	15.60	0.00	15.60
16	1.20	0.00	0.00	0.00	16.80	0.00	16.80
17	1.20	0.00	0.00	0.00	18.00	0.00	18.00
18	1.20	0.00	0.00	0.00	19.20	0.00	19.20
19	1.20	0.00	0.00	0.00	20.40	0.00	20.40
20	1.20	0.00	0.00	0.00	21.60	0.00	21.60
21	1.20	0.00	0.00	0.00	22.80	0.00	22.80
22	1.20	0.00	0.00	0.00	24.00	0.00	24.00
23	1.20	0.00	0.00	0.00	25.20	0.00	25.20
24	1.20	0.00	0.00	0.00	26.40	0.00	26.40
25	1.20	0.00	0.00	0.00	27.60	0.00	27.60
26	1.20	0.00	0.00	0.00	28.80	0.00	28.80
27	1.20	0.00	0.00	0.00	30.00	0.00	30.00
28	1.20	0.00	0.00	0.00	31.20	0.00	31.20
29	1.20	0.00	0.00	0.00	32.40	0.00	32.40
30	1.20	0.00	0.00	0.00	33.60	0.00	33.60
31	1.20	0.00	0.00	0.00	34.80	0.00	34.80
32	1.20	0.00	0.00	0.00	36.00	0.00	36.00
33	1.20	0.00	0.00	0.00	37.20	0.00	37.20
34	1.20	0.00	0.00	0.00	38.40	0.00	38.40
35	1.20	0.00	0.00	0.00	39.60	0.00	39.60
36	1.20	0.00	0.00	0.00	40.80	0.00	40.80
37	1.20	0.00	0.00	0.00	42.00	0.00	42.00
38	1.20	0.00	0.00	0.00	43.20	0.00	43.20
39	1.20	0.00	0.00	0.00	44.40	0.00	44.40
40	1.20	0.00	0.00	0.00	45.60	0.00	45.60
41	1.20	0.00	0.00	0.00	46.80	0.00	46.80
42	1.20	0.00	0.00	0.00	48.00	0.00	48.00
43	1.20	0.00	0.00	0.00	49.20	0.00	49.20
44	1.20	0.00	0.00	0.00	50.40	0.00	50.40
45	1.20	0.00	0.00	0.00	51.60	0.00	51.60
46	1.20	0.00	0.00	0.00	52.80	0.00	52.80
47	1.20	0.00	0.00	0.00	54.00	0.00	54.00
48	1.20	0.00	0.00	0.00	55.20	0.00	55.20
49	1.20	0.00	0.00	0.00	56.40	0.00	56.40
50	1.20	0.00	0.00	0.00	57.60	0.00	57.60
51	1.20	0.00	0.00	0.00	58.80	0.00	58.80
52	1.20	0.00	0.00	0.00	60.00	0.00	60.00
53	1.20	0.00	0.00	0.00	61.20	0.00	61.20
54	1.20	0.00	0.00	0.00	62.40	0.00	62.40
55	1.20	0.00	0.00	0.00	63.60	0.00	63.60
56	1.20	0.00	0.00	0.00	64.80	0.00	64.80
57	1.20	0.00	0.00	0.00	66.00	0.00	66.00
58	1.20	0.00	0.00	0.00	67.20	0.00	67.20
59	1.20	0.00	0.00	0.00	68.40	0.00	68.40
60	1.20	0.00	0.00	0.00	69.60	0.00	69.60
61	1.20	0.00	0.00	0.00	70.80	0.00	70.80
62	1.20	0.00	0.00	0.00	72.00	0.00	72.00
63	1.20	0.00	0.00	0.00	73.20	0.00	73.20
64	1.20	0.00	0.00	0.00	74.40	0.00	74.40
65	1.20	0.00	0.00	0.00	75.60	0.00	75.60
66	1.20	0.00	0.00	0.00	76.80	0.00	76.80
67	1.20	0.00	0.00	0.00	78.00	0.00	78.00
68	1.20	0.00	0.00	0.00	79.20	0.00	79.20
69	1.20	0.00	0.00	0.00	80.40	0.00	80.40
70	1.20	0.00	0.00	0.00	81.60	0.00	81.60
71	1.20	0.00	0.00	0.00	82.80	0.00	82.80
72	1.20	0.00	0.00	0.00	84.00	0.00	84.00
73	1.20	0.00	0.00	0.00	85.20	0.00	85.20
74	1.20	0.00	0.00	0.00	86.40	0.00	86.40
75	1.20	0.00	0.00	0.00	87.60	0.00	87.60
76	1.20	0.00	0.00	0.00	88.80	0.00	88.80
77	1.20	0.00	0.00	0.00	90.00	0.00	90.00
78	1.20	0.00	0.00	0.00	91.20	0.00	91.20
79	1.20	0.00	0.00	0.00	92.40	0.00	92.40
80	1.20	0.00	0.00	0.00	93.60	0.00	93.60
81	1.20	0.00	0.00	0.00	94.80	0.00	94.80
82	1.20	0.00	0.00	0.00	96.00	0.00	96.00
83	1.20	0.00	0.00	0.00	97.20	0.00	97.20
84	1.20	0.00	0.00	0.00	98.40	0.00	98.40
85	1.20	0.00	0.00	0.00	99.60	0.00	99.60
86	1.20	0.00	0.00	0.00	100.80	0.00	100.80
87	1.20	0.00	0.00	0.00	102.00	0.00	102.00
88	1.20	0.00	0.00	0.00	103.20	0.00	103.20
89	1.20	0.00	0.00	0.00	104.40	0.00	104.40
90	1.20	0.00	0.00	0.00	105.60	0.00	105.60
91	1.20	0.00	0.00	0.00	106.80	0.00	106.80
92	1.20	0.00	0.00	0.00	108.00	0.00	108.00
93	1.20	0.00	0.00	0.00	109.20	0.00	109.20
94	1.20	0.00	0.00	0.00	110.40	0.00	110.40
95	1.20	0.00	0.00	0.00	111.60	0.00	111.60
96	1.20	0.00	0.00	0.00	112.80	0.00	112.80
97	1.20	0.00	0.00	0.00	114.00	0.00	114.00
98	1.20	0.00	0.00	0.00	115.20	0.00	115.20
99	1.20	0.00	0.00	0.00	116.40	0.00	116.40
100	1.20	0.00	0.00	0.00	117.60	0.00	117.60
101	1.20	0.00	0.00	0.00	118.80	0.00	118.80
102	1.20	0.00	0.00	0.00	120.00	0.00	120.00
103	1.20	0.00	0.00	0.00	121.20	0.00	121.20
104	1.20	0.00	0.00	0.00	122.40	0.00	122.40
105	1.20	0.00	0.00	0.00	123.60	0.00	123.60
106	1.20	0.00	0.00	0.00	124.80	0.00	124.80
107	1.20	0.00	0.00	0.00	126.00	0.00	126.00
108	1.20	0.00	0.00	0.00	127.20	0.00	127.20
109	1.20	0.00	0.00	0.00	128.40	0.00	128.40
110	1.20	0.00	0.00	0.00	129.60	0.00	129.60
111	1.20	0.00	0.00	0.00	130.80	0.00	130.80
112	1.20	0.00	0.00	0.00	132.00	0.00	132.00
113	1.20	0.00	0.00	0.00	133.20	0.00	133.20
114	1.20	0.00	0.00	0.00	134.40	0.00	134.40
115	1.20	0.00	0.00	0.00	135.60	0.00	135.60
116	1.20	0.00	0.00	0.00	136.80	0.00	136.80
117	1.20	0.00	0.00	0.00	138.00	0.00	138.00
118	1.20	0.00	0.00	0.00	139.20	0.00	139.20
119	1.20	0.00	0.00	0.00	140.40	0.00	140.40
120	1.20	0.00	0.00	0.00	141.60	0.00	141.60
121	1.20	0.00	0.00	0.00	142.80	0.00	142.80
122	1.20	0.00	0.00	0.00	144.00	0.00	144.00
123	1.20	0.00	0.00	0.00	145.20	0.00	145.20
124	1.20	0.00	0.00	0.00	146.40	0.00	146.40
125	1.20	0.00	0.00	0.00	147.60	0.00	147.60
126	1.20	0.00	0.00	0.00	148.80	0.00	148.80
127	1.20	0.00	0.00	0.00	150.00	0.00	150.00
128	1.20	0.00	0.00	0.00	151.20	0.00	151.20
129	1.20	0.00	0.00	0.00	152.40	0.00	152.40
130	1.20	0.00	0.00	0.00	153.60	0.00	153.60
131	1.20	0.00	0.00	0.00	154.80	0.00	154.80
132	1.20	0.00	0.00	0.00	156.00	0.00	156.00
133	1.20	0.00	0.00	0.00	157.20	0.00	157.20
134	1.20	0.00	0.00	0.00	158.40	0.00	158.40
135	1.20	0.00	0.00	0.00	159.		



A1

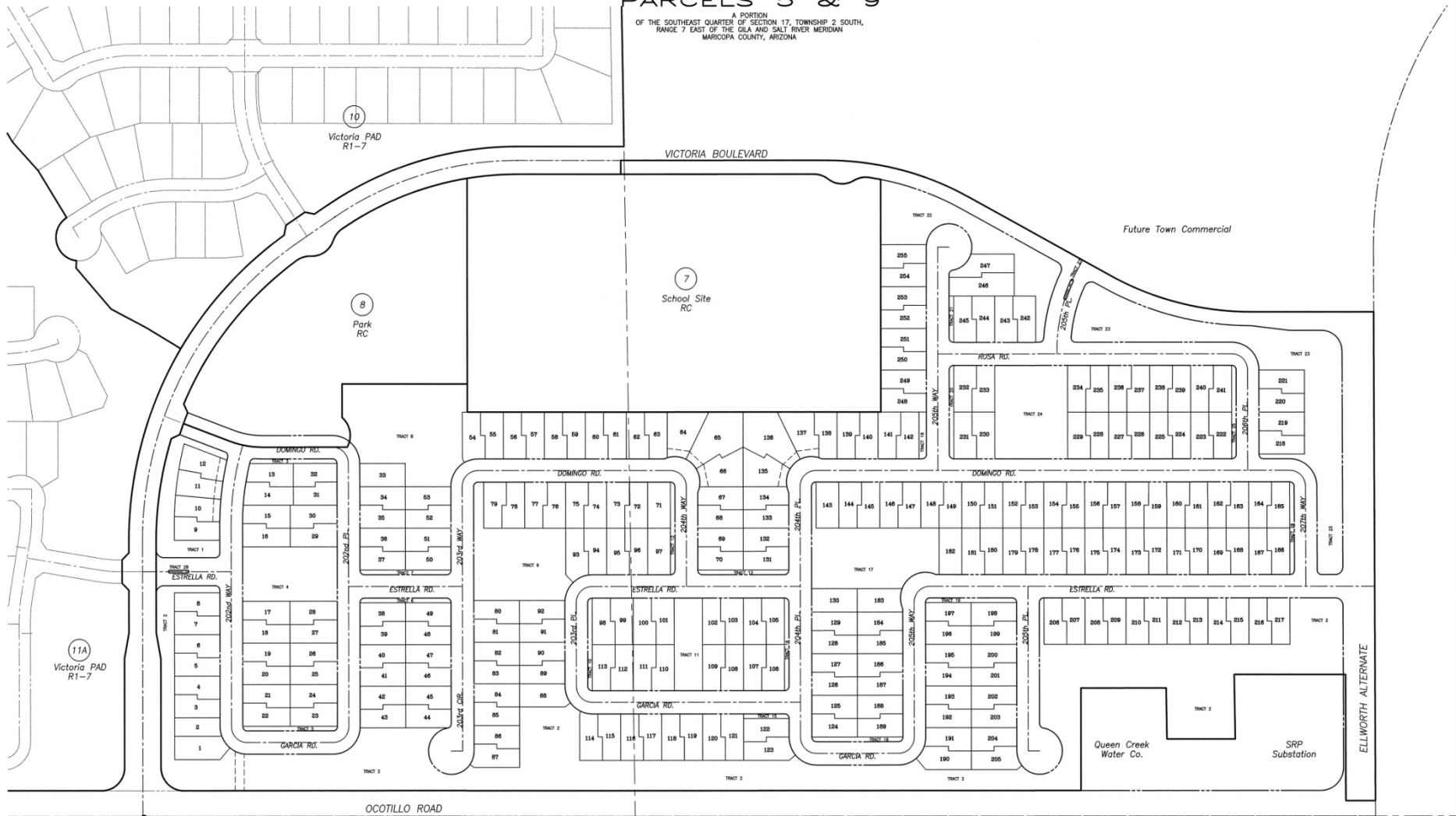


A2

01-2004-079

PRELIMINARY PLAT OF VICTORIA PAD PARCELS 5 & 9

A PORTION
OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 2 SOUTH,
RANGE 7 EAST OF THE GILA AND SALT RIVER MERIDIAN
MARICOPA COUNTY, ARIZONA



AMERICAN WEST
304-67-001-A
ARIZONA VETERINARY
ENTERPRISES
304-67-011-H

CARLSON FAMILY L L C
304-67-011-G

AMERICAN WEST
CONSTRUCTION
304-67-011-N

EXISTING DRIVE
KOERNER KURT J
304-67-011-L

GAMBITO TRAVEL
304-67-038-B

DAVIS JODEE & ANNE
304-67-037-B

PAUL
ROY/BEVELL
304-67-036-B

PINA ANNE &
ADELINA
304-67-035-B

BRYANT ARIZONA
H & PAULINE
304-67-034-B

CARL MARY J
304-67-033-B

JULIEN WILLIAM S
304-67-032-B

BLANQUEZ GILBERT R
& MARY
304-67-031-B

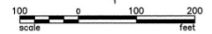
ALVAREZ ROBERT
B/PARBARA A
304-67-030-B

PAULANIEZ MARIN
& CATHERINE
304-67-029-C

AMERICAN WEST
304-67-028-B

ROMAN CATH CH OF DIOCESE PHX
304-67-027-Y

JOHNSON RODGER/CARRIER KIM
304-67-045-A



REVISES:
 THE SUBMITTAL PRE PLAT 3-29-05
 THE SUBMITTAL PRE PLAT 6-23-05
 THE SUBMITTAL PRE PLAT 11-21-05
 THE SUBMITTAL PRE PLAT 1-10-06

ameco
AMEC Infrastructure, Inc.
 10000 W. GREENWAY AVENUE
 MESA, ARIZONA 85208
 PHONE (480) 830-3700
 FAX (480) 830-3903

PRELIMINARY PLAT
VICTORIA 5 & 9
 TOWN OF QUEEN CREEK

PROJECT:
 360-1100
 1-800-588-7111
 (wherever service is available)

DESIGNER:
 DRAWN BY:

PROJECT NO.
 01-2004-079

1 of 1
 SHEET NO.

1

WILLIS

PROPERTY COMPANY

April 4, 2012

Mr. Wayne Balmer
Town of Queen Creek
22350 S. Ellsworth Road
Queen Creek, AZ 85242

Re: Victoria – Town Center Site

Dear Wayne,

I represent Mr. William S. Lund and Robert L. Wilson, Co-Managers of Victoria Lund Investment Group, LLC (VLIG), which owns the Victoria – Town Center Site. Currently, Banner Health is under contract to purchase 11.86 acres that is located north of the northwest corner of Ellsworth Loop and Ocotillo Road. This purchase will require a rezoning of the Banner site that will in essence, affect the zoning on the balance of the VLIG property.

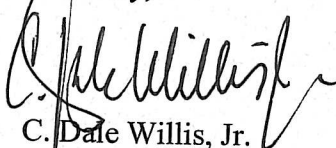
At the present time, Paul Saurey, PDSA Planners, Inc. has been assigned to devise a land-use plan for the balance of the VLIG property that is located west of the Banner site. The potential land-uses are as follows:

- Multi-family
- Assisted Living
- General/Medical Office
- Hospice
- Financial Services
- Rehab/Congregate Care
- Limited Retail Commercial (along Ocotillo)

It is our intention to submit to the Town a more detail plan of these potential land-uses that will allow us to rezone the balance of the property in the future. As you know, we are currently working with a Multi-family developer who would like to purchase 15 acres, just west of the Banner site.

Please let me know if there are any questions.

Sincerely,



C. Dale Willis, Jr.

LIMITED LIABILITY COMPANY

3850 E. Baseline Road, Suite #118 • Mesa, Arizona 85206 Phone (480) 507-6200 • Fax (480) 507-6333
www.willisproperty.com



**RESULTS OF THE REGULAR SESSION MEETING OF THE QUEEN CREEK
PLANNING AND ZONING COMMISSION**

Wednesday, April 11, 2012 7:00 P.M.

Council Chambers, 22350 S. Ellsworth Road, Queen Creek, AZ 85142

1. **CALL TO ORDER** The meeting was called to order at 7:01 p.m. by Chairman Sossaman in the Council Chambers of the Town Hall.
2. **ROLL CALL** (one or more members of the Commission may participate by telephone).

Present

Chairman Steve Sossaman
Vice-Chairman Steve Ingram
Commissioner Jason Gad
Commissioner Alex Matheson
Commissioner Ryan Nichols
Commissioner Debbie Reyes
Commissioner Kyle Robinson

Absent

Staff

Present

Planning Administrator Wayne Balmer
Senior Planner Dave Williams
Development Services Assistant Laura Moats

Absent

3. **PUBLIC COMMENT**
There were no public comments.
4. **Consent Agenda:** Matters listed under the Consent Agenda are considered to be routine and will be enacted by one motion and one vote. Public Hearing items are designated with an asterisk (*). Prior to consideration of the Consent Agenda, the Chairman will ask whether any member of the public wishes to remove a Public Hearing item for separate consideration. Members of the Commission and/or staff may remove any item for separate consideration.
 - a. **Consideration and Possible Approval of March 14, 2012 Work Study and Regular Session Minutes;**
 - b. **Consideration and Possible Approval of DR12-017, "Blandford Homes at The Pecans"**, A request from Christa Walker on behalf of Blandford Homes for approval of four model homes, with fourteen elevations total, to be constructed on 32 lots at The Pecans. The subdivision is located on the south side of Chandler Heights Road, between Ellsworth and Hawes roads.

- c. **Consideration and Possible Approval of DR12-028, “Maracay Homes at Montelena”**, A request by Alex Holmquist of Maracay Homes, for approval of six new floor plans with three elevations each, to be constructed on the 56 remaining lots in the Montelena Subdivision, located at the northeast corner of Chandler Heights and Hawes roads.

Item B. was removed from the Consent Agenda for presentation and further discussion.

Motion: Vice-Chairman Ingram

To approve the Consent Agenda, as presented, without Item No. b

2nd: Commissioner Gad

Vote: All Ayes. Motion carried 7-0.

- d. **Consideration and Possible Approval of DR12-017, “Blandford Homes at The Pecans”**, A request from Christa Walker on behalf of Blandford Homes for approval of four model homes, with fourteen elevations total, to be constructed on 32 lots at The Pecans. The subdivision is located on the south side of Chandler Heights Road, between Ellsworth and Hawes roads.

After presentation by staff and the applicant, the Commission recommended approval of DR12-017, “Blandford Homes at The Pecans”, with the following additional stipulation:

- 1) The applicant’s request, as stated in their April 11, 2012 letter to staff regarding including an additional 44 lots to be built on in subsequent phases be included in the original request under DR12-017.
- 2) That the proposed accessory structures be modified/enhanced to include architectural styling consistent with the elevation of the home, to include a separate access door and window(s); and
- 3) Designate a future location for placement of the accessory structure on each lot at the time of building permit issuance for the primary structure.

PUBLIC HEARING, DISCUSSION AND POSSIBLE ACTION

5. **Public Hearing, Discussion and Possible Action on RZ12-006/SP12-007, “Banner Health Center – Queen Creek”**, A request from C. Dale Willis on behalf of Victoria Lund Investment Group, LLC to rezone approximately 11.78 acres on the west side of Ellsworth Loop Road,

The Commission recommended approval of RZ12-006/SP12-007, as presented, with the following additional stipulations:

- 1) Commission to review a written description, prior to building permit issuance, of the proposed art concept to include a description of why the proposed concept was chosen, the theme of the proposed concept, the budget for the art work and the compatibility of the proposed concept with the architectural theme and building design of the project.
- 2) Spacing of parking spaces to be within the Town standards of one landscaped island for every 10 parking spaces.
- 3) The Y-shaped intersection at the entrance to be reconfigured to more of a 90-degree angle to reduce the potential for on-site access concerns.

ADMINISTRATIVE ITEMS - all Administrative Items were concluded during the Work Study.

7. **Review** of next month’s agenda items:
8. **Report** on Town Council Action.
9. **Communication** from members of the Commission and Staff
10. **Adjournment**

The meeting adjourned at 9:20 p.m.

PLANNING AND ZONING COMMISSION

By: _____
Steve Sossaman, Chairman

ATTEST:

Laura Moats, Development Services Assistant

I, Laura Moats, do hereby certify that, to the best of my knowledge and belief, the foregoing Minutes are a true and correct copy of the Results of the April 11, 2012 Regular Session Meeting of the Planning and Zoning Commission. I further certify that the meeting was duly called and that a quorum was present.

Dated this 11th day of April, 2012.

These are RESULTS only.

DRAFT

ORDINANCE 511-12

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF QUEEN CREEK, MARICOPA COUNTY, ARIZONA, AMENDING THE ATTACHED EXHIBIT C “CONDITIONS OF APPROVAL” OF ORDINANCE 345-06 BY REPLACING CONDITION NUMBER 29 FOR “BANNER HEALTH CENTER – QUEEN CREEK PAD” WITHIN THE “VICTORIA PAD PARCELS 5 & 9” OF THE “VICTORIA PAD”, LOCATED IN THE SOUTH HALF OF SECTION 16, T2S, R7E, AND IS FURTHER IDENTIFIED AS LOCATED NORTH OF OCOTILLO ROAD BETWEEN HAWES AND THE FUTURE ELLSWORTH LOOP ROADS IN PAD CASE NO. RZ 12-006.

WHEREAS, the amendment proposed is consistent and in accordance with Article 4, Section 4.10 **PLANNED AREA DEVELOPMENTS**;

WHEREAS, a Public Hearing on this Ordinance was heard before the Planning and Zoning Commission on April 11, 2012; and,

WHEREAS, the Planning and Zoning Commission voted 7-0 to recommend approval of this PAD Amendment case.

NOW THEREFORE BE IT ORDAINED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA, AS FOLLOWS:

Section 1: That Ordinance 345-06 is hereby amended for the subject property known as “Banner Health Center – Queen Creek” located in the south half of Section 16, T.2.S, R.7.E, and further described in the attached Legal Description (Exhibit “A”) by replacing Condition of Approval number 29, as prescribed in Exhibit “C” attached hereto and incorporated herein by reference.

Section 2: That Town Council approval of the amendment of the ± 350 acre “Victoria PAD” is subject to certain conditions/stipulations which are attached as Exhibit “C” and are incorporated herein by reference.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Queen Creek, Maricopa County, this 2nd day of May 2012.

FOR THE TOWN OF QUEEN CREEK:

ATTESTED TO:

Gail Barney, Mayor

Jennifer F. Robinson, Town Clerk

REVIEWED BY:

APPROVED AS TO FORM:

John Kross, Town Manager

Fredda Bisman, Town Attorney

EXHIBIT A

BANNER HEALTH CENTER – QUEEN CREEK: LEGAL DESCRIPTION

A portion of the Southeast quarter of Section 16, Township 2 South, Range 7 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

Commencing at the Southeast corner of said Section 16, marked with a brass cap in handhole from which the South quarter corner of said Section 16, marked with a brass cap in handhole, bears South 89 degrees 59 minutes 20 seconds West 2640.62 feet; Thence along the South line of the Southeast quarter of said Section 16, South 89 degrees 59 minutes 20 seconds West 1004.47 feet; Thence North 00 degrees 08 minutes 42 seconds West 318.64 feet; Thence South 89 degrees 28 minutes 34 seconds West 70.00 feet; to a point on the West right of way line of Ellsworth Loop per the Map of Dedication VICTORIA BOULEVARD AND ELLSWORTH LOOP, recorded at Book 961 of maps, page 41, records of Maricopa County, Arizona, said point being the POINT OF BEGINNING; Thence along said West right of way line, South 00 degrees 08 minutes 42 seconds East 13.32 feet; Thence along said West right of way line, North 89 degrees 56 minutes 16 seconds West 5.00 feet to the Northeast corner of that certain property described in the Special Warranty Deed recorded under Recording Number 2004-0892588, records of Maricopa County, Arizona; Thence along the North line of said property, South 89 degrees 59 minutes 28 seconds West 244.68 feet to the Northwest corner thereof; Thence along the West line of said property, South 00 degrees 52 minutes 16 seconds East 139.20 feet to the Northeast corner of that certain property described in Docket 7970, page 593, records of Maricopa County, Arizona; Thence along the North line of said property, South 89 degrees 59 minutes 41 seconds West 150.00 feet to a point on the East line of that certain property described in Special Warranty Deed recorded under Recording Number 2006-0154654, records of Maricopa County; Thence along said East line, North 00 degrees 52 minutes 16 seconds West 109.82 feet to the Northeast corner of said property; Thence along the North line of said property South 89 degrees 58 minutes 57 seconds West 187.06 feet to the Northwest corner of said property; Thence continuing South 89 degrees 58 minutes 57 seconds West 50.00 feet; Thence North 00 degrees 53 minutes 42 seconds West 641.00 feet; Thence North 09 degrees 05 minutes 23 seconds East 199.00 feet; Thence North 28 degrees 26 minutes 23 seconds East 60.00 feet to a point on the South right of way line of Victoria Boulevard and the West right of way of said Ellsworth Loop the following 6 courses and distances; Thence South 61 degrees 36 minutes 55 seconds East 58.54 feet to the beginning of a curve to the left with a radius of 680.00 feet; Thence along said curve through a central angle of 17 degrees 37 minutes 19 seconds an arc length of 209.14 feet; Thence South 79 degrees 14 minutes 15 seconds East 147.04 feet; Thence North 89 degrees 59 minutes 20 seconds East 138.43 feet to the beginning of a curve to the right with a radius of 45.00 feet; Thence along said curve through a central angle of 89 degrees 06 minutes 58 seconds an arc length of 69.99 feet; Thence South 00 degrees 53 minutes 42 seconds East 678.10 feet to the POINT OF BEGINNING.

EXHIBIT C

CONDITIONS OF APPROVAL

1. Developer may enter into a Development Agreement with the Town along with approval of this Rezoning case as required by the PAD ordinance, Article 4.10 of the Zoning Ordinance.
2. Developer shall submit final Phasing plan, water, sewer, parks/trails and open space master plans along with the submittal of the first preliminary plat for this case. All plans shall be approved by the Town prior to approval of any plats with this case. Additionally, a revised master circulation plan shall be provided indicating the location of likely local street intersections with the residential and commercial parcels approved with this rezoning case.
3. Developer shall pay for and submit to the Town and State Historic Preservation Office (SHPO) an archaeological study, as may be required along with the first preliminary plat submittal for this project. Such study shall be completed by a state-approved archaeologist. If the report identifies archaeological remains or the likely hood of remains, then the developer shall enter into a memorandum of understanding with the State Museum for proper identification and preservation of remains.
4. All residential parcels shall be developed in accordance with the exhibits attached to this case, such that the total number of dwelling units and densities shall not be exceeded as represented in each land use parcel. Transfer of densities shall require an amendment to this PAD. The maximum number of permitted dwelling units for the corresponding parcels are designated below:

Parcel No.	Zoning District	Acreage	Maximum Number of Units
1	I-1	8.0	
2	C-2	3.4	
3	Town Center	20.4	
5	R-2 Town House	23.3	158
6	R1-7 SFR	49.4	164
7	RC (school site)	10.7	
8	RC (HOA park)	5.4	
8A	R1-35 SFR	.83	0 - FOR DAY CARE SITE
9	R-2 CLUSTER	28.8	172
10	R1-7 SFR	45.51	157
11	R1-9 SFR	31.09	77
11A	R1-7 SFR	42.17	111
12	RC (dedicated to pub)	4.0	
13	R1-18 SFR	25.24	45
14	RC wash	2.76	

All tracts, bufferyards, trails and open spaces are hereby zoned Recreation Conservation (RC)

5. The maximum total number of units shall be 720.
6. The developer shall dedicate in accordance with an approved phasing plan, parcel 7, 10.7 acres to the Queen Creek Unified School District.

7. The developer shall dedicate in accordance with an approved phasing plan, parcels 12 and 14, totaling 5.5 acres to the Town of Queen Creek for the purposes of developing Queen Creek Wash Trail System. If larger acreage is necessary to accommodate drainage for the wash, then this shall be reflected on the development plan at that time. A Queen Creek Wash Plan shall be submitted along with the first preliminary plat submitted with this case and the Planning Commission and Town Council shall approve said plan. Special design consideration shall be incorporated to accommodate multiple uses, seating areas and view fencing as may be appropriate. A Phase I Environmental Assessment for both parcels shall be completed prior to transfer of title to the Town of Queen Creek. The Town shall reserve the right not to accept the wash dedication should the Phase I identify environmental concerns not satisfactory to acceptance of the parcels. If this is the case, the wash parcels shall remain under the ownership and maintenance of the Victoria Homeowners Association (HOA).

8. This project may be modified in accordance with the following lot area and setback modifications, subject to the requirements stated herein:

<i>Zoning District</i>	<i>Modifications Permitted</i>
R1-18 SFR:	110 feet lot widths; 20-foot front yard setback for porch designed dwellings only. Remaining parts of the building façade shall be setback minimum 25 feet.
R1-9 SFR:	Minimum lot area shall be 8,800 s.f. for all lots in this district; Minimum lot width shall be 80 feet for all lots in this district; 15-foot front yard setback for porch/entry featured designed dwellings only. Remaining parts of the building façade shall be setback minimum 20 feet;
R1-7 SFR	15-foot front yard setback for porch/entry featured designed dwellings only. Remaining parts of the building façade shall be setback minimum 20 feet;
Parcel 10:	65 foot lot width shall be permitted for all lots in this district.
Parcel 11a:	70 foot lot widths and minimum lot size of 8,000 square feet.
R-2 TH:	4,000 square feet per dwelling unit; minimum lot width of 40 feet for dwelling, 20 feet for garages; 5' minimum setback for rear yard with alleyway design.

9. In the event that the Town has not adopted a development fee that covers the proportionate cost for materials and installation, the Developer shall contribute financially the following proportionate amounts for the cost of traffic signalization:
 - Ocotillo and Hawes Roads: 25% of the total cost for a traffic signal light;
 - Ocotillo and the Main Collector Street: 100% of the total cost for the traffic signal light pursuant to APFO and County DOT requirements.
 - Ocotillo and Ellsworth: 25%
 - Ocotillo and Truck Route: 50%

- Main Collector Street and Ellsworth: 50%
 - Rittenhouse Road and Truck Route: 100%
 - Rittenhouse Road and Ellsworth Road: 50%
 - Ellsworth Road (north end) and Truck Route: 25%
10. Developer shall designate a minimum of two (2) roundabouts and/or traffic circles or other town-approved traffic calming devices in the main collector street for this residential portion of the project and that complete design and location(s) shall be submitted with the first preliminary plat this project.
 11. Prior to approval of any plat or site plan for this case for the explicit purpose of bringing this project into full compliance with Article 5, Section 5.1 Adequate Public Facilities, construction of all required off-site improvements (including landscaping up to the edge of the curb) shall be for the following: Ocotillo and Hawes Roads shall be completed at the same time as phase one of this Project or in accordance with a Council approved phasing schedule or Development Agreement. Phase one improvements shall include hawes road and ocotillo road from hawes to the ellsworth loop road. Improvements shall include the full-section improvement requirements for said roads in order to achieve a minimum Level of Service (LOS) of "D" as required by the adequate public facilities ordinance. Dedications to the Town of said roadway portions, which are adjacent to the Project, shall extend fifty-five (55) feet from centerline. Dedications and assurance of off-site construction shall occur upon recordation of Final Plats per any Council approved phasing plan.
 12. Construction of all required off-site improvements including landscaping for all adjacent arterial, collector and residential streets for the Project shall be completed at the same time as construction of any portion of the Project or in accordance with a Council adopted phasing plan. Said dedications and assurance of off-site construction shall occur upon recordation of Final Plat per any Council approved phasing plan.
 13. Prior to approval of any plat or site plan for this case for the explicit purpose of bringing this project into full compliance with Article 5, Section 5.1 Adequate Public Facilities, the levels of service (LOS) standard for school facilities shall be met via the mechanism(s) required in the ordinance prior to approval of any preliminary plat for this case.
 14. Developer shall create an HOA for the maintenance of all landscaping within all open spaces, tracts, trails and collector and arterial rights-of-way as shown on the Open Space Plan for this project, with the exception of Queen Creek Wash dedications to the Town of Queen Creek.
 15. Developer shall pay for its proportionate share of the water and sewer mains (as required) prior to recordation of any Final Plats per any Council approved phasing plan.
 16. Developer shall provide a 45-foot bufferyard tract adjacent to and on the east side of Hawes Road. An equestrian trail a minimum 15-feet in width shall be installed, unless amended by the Town Council in the future. A public use easement shall be designated over the entire width of this tract.
 17. A note shall be added to the final plat indicating that No two-story dwelling units shall be permitted along any arterial street frontage. Building setbacks shall be 25 feet for one-story units.
 18. All residential units shall be developed in accordance with the architectural design criteria of the Subdivision and Zoning Ordinances and in conjunction with the design guidelines attached to this case. All units shall incorporate 360-degree architecture, patios, ground mounted HVAC only, and window edgings such that long uninterrupted blank walls are avoided.

19. Developer shall provide a preliminary landscape plan consistent with all town ordinances. Phasing for construction of said landscape areas and open spaces shall be in accordance with a phasing plan adopted by the Town Council.
20. As required by Engineering and/or the fire department secondary emergency access shall be provided if the project develops into phases.
21. All main entrances to the project shall provide textured surfaces such as cultured stone, brick or other approved material. Details shall be provided along with construction documents and Final Plats and subject to approval by staff.
22. Developer shall provide notice by way of C, C and R's, separate notice/flyer/information booklet and plats to future residents that the project is within the Williams Gateway Airport Overflight Area 3" as defined by the Williams Regional Planning Study (WRPS) and as adopted by Queen Creek Council Resolution No. 115-96. Airport Overflight Area 3 requires the following:
 - a. Public Disclosure of Potential Noise Impacts – Constructive knowledge of potential aircraft noise impacts should be made to future purchasers, mortgagees, renters, occupiers and users of the property.
 - b. Notification on all Plats and Titles. It should be noted on the plat and the Title Report that there is a potential for objectionable aircraft noise. The plat and title shall note the following: "This property, due to its proximity to Williams Gateway Airport, is likely to experience aircraft overflights, which could generate noise levels which may be of concern to some individuals."
 - c. Noise/Sound attenuation measures shall be included in the construction of all residential units proposed consistent with the criteria and standards referenced in the letter provided by Williams Gateway Airport to the Town of Queen Creek and dated April 2, 1999, concerning this zoning case.
 - d. The public report shall disclose the location of the Airport and potential for aircraft overflights. This shall be required for the entire development. This following statement shall be included in all public reports for the property: "This property, due to its proximity to Williams Gateway Airport, is likely to experience aircraft overflights, which could generate noise levels which may be of concern to some individuals. The mix of aircraft traffic consists of cargo, commercial, charter, corporate, general aviation and military aircraft."
 - e. An aviation easement shall be recorded over this entire property and duly noted on all plats, public reports and notices of title.
 - f. A minimum of three signs (2' X 2 3' in dimensions) shall be posted at each model home complex walkway areas stating this project is within the vicinity of Williams Gateway Airport. Staff prior to issuance of any building permits shall approve specific sign language, design and locations.
23. Developer shall receive staff approval of all perimeter and open space area fence types along with the submittal of the first preliminary plat. All perimeter fencing and walls in the residential and open space areas shall have view fencing as specified by Town ordinances. If Solid decorative fencing or walls are to be used, said walls shall be a supplemented by dense landscape berms and contouring to provide visual relief and walls shall not exceed 4 feet in height or 33% view fencing for the overall

length of the fence. In no event shall solid fencing greater than 3 feet in height be used along the Queen Creek Wash edging. Fencing along the boundary with the Canyon State Academy may be 8 feet in height and view obscuring.

24. Developer shall dedicate 55 feet of right-of-way at the intersection of Ellsworth and Ocotillo for the purposes of needed improvements at this intersection.
25. Developer shall be required to screen its proportionate share of the SRP substation with a decorative screen wall/fence. The Planning Commission and Town Council shall approve fence along with submittal of the preliminary plat for parcel 5, but fencing shall be consistent with the overall thematic fencing approach of the Victoria PAD. Additionally, the developer shall work with SRP to maintain a continuous 30-foot buffer along Ocotillo and the Ellsworth loop road for landscaping and pedestrian trail purposes.
26. As required by the Town, the developer shall reserve a 1.2 million-gallon water storage tank at a location deemed appropriate by the Town to service the needs of this development. Storage tank shall be recessed in the ground and screened appropriately. Exact submersion and screening plans shall be submitted for approval along with the preliminary landscape plans for the preliminary plat submitted with Parcel 5.
27. The parcel 8 park shall be completed with the first parcel to be developed. Open space and park shall be developed such that at least one tot lot and ball court, tot lot and ramada are provided in each neighborhood and pocket park. All tot lots proposed in the development shall be designed so that they are shaded from sunlight.
28. All street names shall be reviewed and approved by the town as part of the final plat review to ensure that they are consistent with the town's street naming policy.
29. **THE BANNER HEALTH CENTER – QUEEN CREEK PAD AMENDMENT (RZ12-006) AND SITE PLAN (SP12-007) SHALL BE APPROVED WITH THE FOLLOWING STIPULATIONS: ~~THE VICTORIA PAD PARCELS 5 & 9 PAD AMENDMENT (RZ 09-05) AND PRELIMINARY PLAT (S 02-05) SHALL BE APPROVED WITH THE FOLLOWING STIPULATIONS:~~**
 - A. The project shall be completed according to the narrative dated January 18, 2012 submitted as supporting documentation with this case.
 - B. Approval of RZ12-006 and SP12-007 is effective upon signature by the property owner of two Proposition 207 waivers and filing of the waivers with the Town of Queen Creek Planning Division. One waiver will pertain to the property involved in this request, and the other will pertain to the balance of the property rezoned by Ordinance 345-06. Failure to sign and return the waivers to the Planning Division within five working days of the date of approval shall render this conditional approval null and void.
 - C. Installation of a public art piece to be approved by staff at the building entrance.
 - D. Planning Commission to review a written description, prior to building permit issuance, of the proposed art concept to include a description of why the proposed concept was chosen, the theme of the proposed concept, the budget for the art work and the

compatibility of the proposed concept with the architectural theme and building design of the project.

- E. Spacing of parking spaces to be within the Town standards of one landscaped island for every 10 parking spaces.
- F. The Y-shaped intersection at the entrance to be reconfigured to more of a 90-degree angle to reduce the potential for on-site access concerns.
- ~~A. The exclusion of the 25 ft. transition development landscape buffer between the school site (Parcel 7) and the adjoining lots.~~
- ~~B. Allow 6 ft. solid fencing for rear yards abutting the school site (Parcel 7) and side and rear yards abutting Tract 8.~~
- ~~C. Allow side yard view fencing with 33% openness abutting Tracts 4, 9, 11, 17 and 24.~~
- ~~D. The applicant shall provide fencing for the SRP and Queen Creek Water Company site. The decorative screening walls for the areas are to be coordinated with staff and match design elements of the overall development. Details shall be coordinated by the applicant with SRP and Queen Creek Water Company, and reviewed and considered by staff for approval as part of the final plat process.~~
- ~~E. Developer shall designate 1 ft. non vehicular access easements (NVAE) for those lots hat back or side onto any street or open space tract. Final details of NVAE shall be resolved with staff and reflected on the final plat prior to processing.~~
- ~~F. Entry details and landscape tracts (including perimeter fencing) shall be reviewed and approved by staff prior to approval of the Final Plat.~~
- ~~G. Developer shall submit a copy for review and comment, of the proposed CC&Rs prior to Final Plat approval.~~
- ~~H. Developer shall provide notice by way of CC&Rs, separate notice/flyer/information booklet and notes on the plats to future residents that the project is near a railroad and that this rail line experiences at least 10 trains per day. Further, that for all properties within 300 feet of the rail line, developer shall take a proactive effort to ensure that homebuilders use generally accepted noise/sound attenuation measures for construction of the buildings consistent with the noise attenuation measures adopted with this ordinance.~~
- ~~I. Fencing adjoining the school site (Parcel 7) shall display similar design features illustrated along Ocotillo Road, and approved by staff prior to approval of the Final Plat.~~
- ~~J. The applicant shall be responsible for the design and construction of the full half street improvements adjacent to any part of the development and all interior streets. Any new arterial and major collector streets shall be constructed with rubberized asphalt or as otherwise approved by the Engineering Manager. Improvement plan design shall be~~

~~submitted with the Final Plat for review and approval by Town's engineering staff and shall be submitted at the time of site plan submittal of any part of the development. Roadway design shall be in accordance with the Town's current Subdivision Ordinance. This shall include a Town-approved Traffic Report, which may recommend restrictions to certain vehicular turning movements including limiting all entrances to a right in, right out only. Developer shall be responsible for cost share for signalized intersections as warranted by the report and approved by town staff.~~

~~K. Landscaped islands shall be required for all cul de sacs.~~

~~L. Final plat shall note that no two-story houses shall be permitted along future Ellsworth Loop Road and Ocotillo Road (lots 1, 87, 114 thru 121, 123, 190 and 205).~~

~~M. A note shall be placed on the final plat, real estate report and the CC&Rs stating that "this development is adjacent to the Canyon State Academy, an educational facility for at risk youth:"~~

~~1) This facility does conduct events such as sporting events that will provide outdoor lighting and event noise that may be noticeable from the Victoria development.~~

~~2) This facility has an approved conditional use permit that would allow construction of an equestrian facility in the future that could include arenas, pastures, and public event spaces for equestrian activities. Town of Queen Creek Case No. SU 01 99.~~

~~N. Development shall comply with all remaining development standards in the PAD, Zoning and Subdivision Ordinances.~~

~~O. Traffic calming locations and details shall be submitted to the Engineering Manager for review and approval as part of the Final Plat submittal process.~~

~~P. Developer shall provide a right turn deceleration lane (southbound) on the future Ellsworth Loop Road/Estrella Road intersection. Vehicular turning movements are limited to right turns into and out of the subdivision at this intersection. Details shall be submitted to the Engineering Manager for review and approval as part of the Final Plat submittal process.~~



Banner Health®

Development & Construction
37000 N Gantzel Rd.
Queen Creek, AZ 85243
Phone (480) 543-3112

April 23, 2012

Town of Queen Creek
22350 S. Ellsworth Road
Queen Creek, AZ 85142

Attn: Wayne Balmer, AICP,
Planning Administrator,
Development Services Department

Re: Commission recommended approval of RZ16-006/SP12-007 “Banner Health Center - Queen Creek”

Dear Mr. Balmer,

Banner Health has reviewed the three recommended Planning and Zoning Commission Stipulations attached to the recommended approval of RZ16-006/SP12-007 and provide the Town of Queen Creek following comments:

Stipulation #1 Proposed Art Concept;

Banner Health believes the distinctive design and the quality of the proposed facility provides the Town of Queen Creek a unique building within the Town Center. The Health Center development will immediately provide a significant visual enhancement to the developing existing public facility corridor to the east, across Ellsworth Loop Road. As a not-for-profit, public benefit corporation with the mission of “To make a difference in people’s lives through excellent patient care”, Banner Health is required to invest capital dollars that lead to the direct benefit of patient care. Much time and effort has been taken to assure that this building not only meets the needs of the community, but any dollars associated with developing and opening the facility directly relate to one of three requirements: patient care, environmental efficiency, and or facility identification. Public artwork does not meet the needs of any of these requirements and is not a priority for our mission. However, we would be willing to add an enhanced bench feature that incorporates landscape at the front door as it would have a practical use for our patients.

The Health Center is a specialty destination facility, but only for medical needs and is significantly different from any other types of public facilities (library, retail and others). To align with our mission, anything that Banner does needs to directly benefit our patients. Banner Health wants to make the Town of Queen Creek aware that, if Banner is allowed to move forward with this project, the Town will benefit in the following ways:

- Banner Health will bring high quality health care to the Town Center region of Queen Creek further adding to the redevelopment of the Town core.
- The Health Center serves as a destination for the community beyond the immediate vicinity of Queen Creek.
- The Health Center will create numerous high paying jobs for the community and they will be working in a Class A facility.
- At full build-out, Banner Health will be one of the top 10 providers of jobs in the Town of Queen Creek.

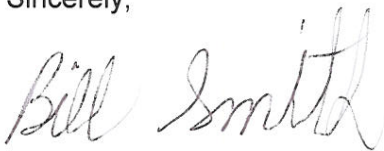
Therefore, Banner Health requests that the Stipulation Number 1, Art Concept, be removed from the Planning Commission's approval requirement or modified to accommodate the bench structure described above and that RZ16-006/SP12-007 be submitted to the Town Council for final approval since Stipulation Number 1 is not in alignment with Banner Health's mission and the Health Center's current design is of quality architecture and materials. In addition, Banner Health will provide a significant long term community benefit to Queen Creek and be a driver of quality job growth, if allowed to proceed.

Stipulation #2 requiring parking standards of one island for every 10 spaces; Banner agrees with this and will make the changes as described prior to applying for a permit. (see attached sketch)

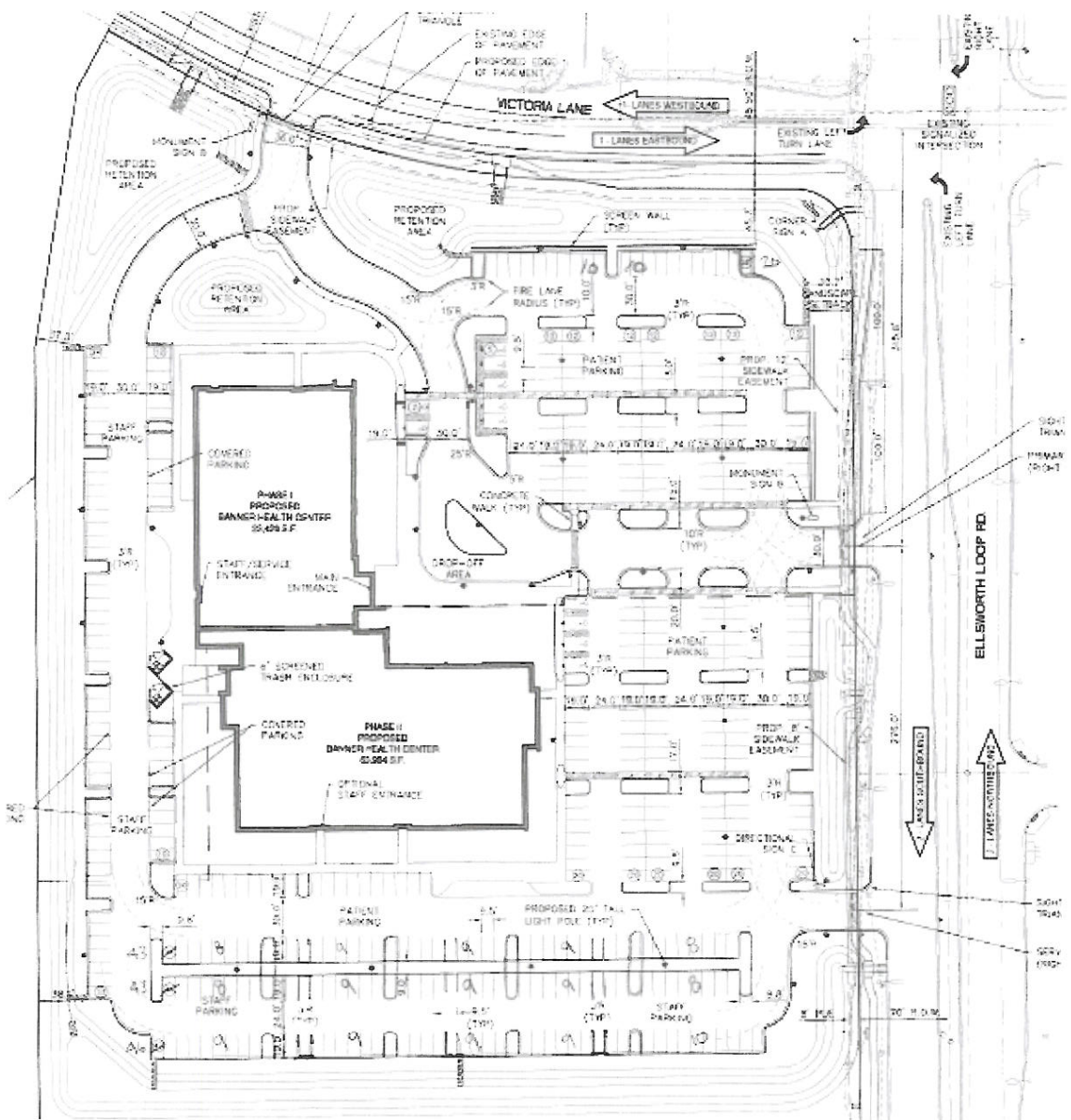
Stipulation #3 concerning the Y-shaped intersection at the North entrance; Fundamentally Banner agrees with this stipulation and will make adjustments to the drawings to better represent more of a 90 degree angle while keeping the minimum turning radius and generally accepted traffic standards in mind prior to submitting for permit. (see attached sketch)

Also attached for your reference is a cut sheet of our parking lot lighting as requested.

Sincerely,

A handwritten signature in cursive script that reads "Bill Smith".

William James Smith
Project Executive
RZ16-006/SP12-007



EXISTING SIGNAL AND INTERSECTION

EXISTING SIGNAL AND INTERSECTION

ELLSWORTH LOOP RD

7 LANE NORTH BOUND

7 LANE SOUTH BOUND

VICTORIA LANE

1 LANE WEST BOUND

1 LANE EAST BOUND

EXISTING LEFT TURN LANE

EXISTING SIGNAL AND INTERSECTION

EXISTING SIGNAL AND INTERSECTION

EXISTING SIGNAL AND INTERSECTION

EXISTING SIGNAL AND INTERSECTION

EXISTING SIGNAL AND INTERSECTION

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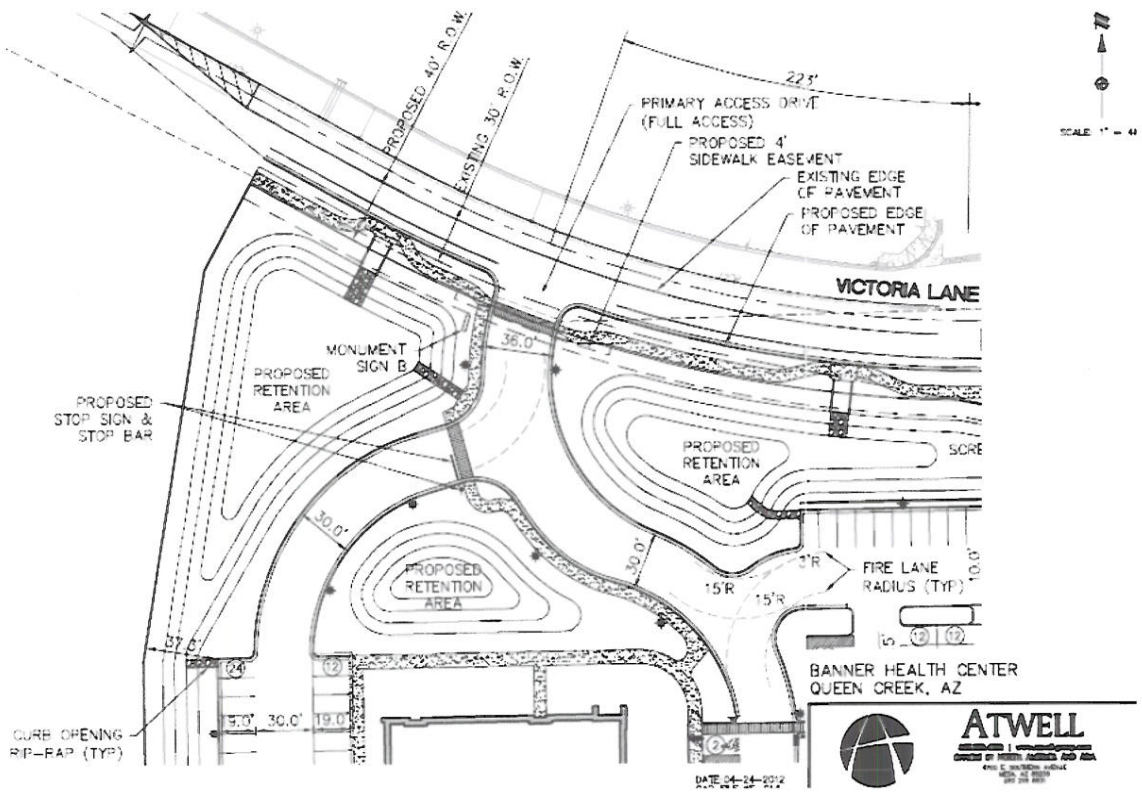
EXISTING SIGNAL AND INTERSECTION

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EXISTING SIGNAL AND INTERSECTION

EXISTING SIGNAL AND INTERSECTION



LIGHT FIXTURE SCHEDULE					
NO.	SYMBOL	MANUFACTURER	TYPE	WATTAGE	NOTES
1		OSRAM	RECESSED	40W	
2		OSRAM	RECESSED	40W	
3		OSRAM	RECESSED	40W	
4		OSRAM	RECESSED	40W	
5		OSRAM	RECESSED	40W	
6		OSRAM	RECESSED	40W	
7		OSRAM	RECESSED	40W	
8		OSRAM	RECESSED	40W	
9		OSRAM	RECESSED	40W	
10		OSRAM	RECESSED	40W	

FIGURE TYPE - A

2x LUMINOUS LIGHTFIX

FIGURE TYPES - T3, T4, & T5 PAGE 0

FIGURE TYPE - B

VRAC

FIGURE TYPES - T3, T4, & T5 PAGE 0

01 CONCRETE POLE BASE DETAIL

HMC Architects

KEY NOTES

NOTES

Banner Health System

Four East Valley Health Centers
Chandler, Arizona

Light Fixture Schedule and Lighting Controls

AS1 Affiliated Engineers

PH1.02