



# City of Maricopa

## Legislation Text

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**File #:** RES 16-28, **Version:** 1

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A Resolution of the Mayor and Council of the City of Maricopa, Arizona, approving an Intergovernmental Agreement between Pinal County Flood Control District and the City of Maricopa for the maintenance of the flood control improvements in Tortosa Northeast. Discussion and Action.

Tortosa Northeast has designed and engineered a flood control solution and intends to submit a Conditional Letter of Map Revision (Tortosa Northeast CLOMR) to the Federal Emergency Management Agency (FEMA) that removes property within the development from the floodplain. The Tortosa Northeast CLOMR requires the construction of certain flood mitigation structure(s) (the Flood Control Structures) within the boundaries of the property. Pursuant to 44 C.F.R. 65.10(d), (Title 44 of the Code of Federal Regulations) in order to qualify for the issuance of a Letter of Map Revision (LOMR), Tortosa Northeast must assure FEMA that ultimate responsibility for maintenance of the Flood Control Structures is under the jurisdiction of a Federal or State agency, an agency created by Federal or State law, or an agency of a community participating in the National Flood Insurance Program, hereinafter referred to as the Agency. The City and Pinal County Flood Control District qualify as an Agency under the terms of 44 C.F.R. 65.10(d). The primary obligation and responsibility for inspecting, maintaining, repairing and ensuring the Flood Control Structures has been delegated to Tortosa Northeast under this Agreement. The IGA anticipates that a homeowner's association will have the primary responsibility for any such maintenance and a bond has been posted to ensure such obligations are met. However, a homeowner's association does not qualify as an Agency under the above referenced regulations. The City of Maricopa shall have no responsibilities under this agreement unless the HOA fails to meet its obligations.

The purpose of this IGA is to define the responsibilities of the Parties, City of Maricopa and Pinal County, concerning implementation of their agreement to jointly serve as the Qualified Jurisdictions. It is the intention of the Parties that because of its proximity to the Tortosa Northeast development, the City of Maricopa shall perform the inspections and any maintenance required pursuant to the terms of the agreement. The City of Maricopa and CSWE121 Tortosa, LLC have executed the maintenance agreement that defines the responsibilities for the developer.

Exhibit D of the IGA details the Operations and Maintenance plan. The City will be required to perform annual inspections to ensure the proper operation of the flood control solution. In the event of a major storm event, post-storm inspections should be performed as soon as possible after flood conditions have subsided.

This item will be presented by William P. Fay, Public Works Director.

Staff recommends that the Mayor and City Council approve the modified Intergovernmental Agreement between the City of Maricopa and Pinal County to define their responsibilities concerning implementation of their agreement to jointly serve as the Qualified Jurisdictions with regard to the Tortosa Northeast project.